



CLIVE CITY COUNCIL
AGENDA, REGULAR MEETING
8800 Hickman Road
May 22, 2025 6:00 PM

This meeting will be conducted in-person in the Clive Public Safety Center Training Room and virtually via Zoom platform. To participate virtually use the following link: <https://us06web.zoom.us/j/81308925922> - or call-in at: (312) 626-6799 - Meeting ID: 813 0892 5922

Call to Order/Roll Call/Pledge of Allegiance

Approval of the Agenda

Citizens Presentation

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

Consent Items

1. City Manager Memo
2. City Manager Report - April 2025
3. Assistant City Manager Tech Services Report - April 2025
4. Administrative Services Report - April 2025
5. Community Development Report - April 2025
6. Fire Department Report - April 2025
7. Leisure Services Report - April 2025
8. Police Department Report - April 2025
9. Public Works Report - April 2025
10. Treasurer's Report - April 2025
11. Approve 05/01/2025 City Council Minutes
12. Bill List
13. Approve Cigarette/Tobacco/Vapor Permit Renewals (Listing in Council Packet)
14. Approve New Temporary Retail Alcohol Sales License Application - Clive Festival
15. Approve New Retail Alcohol Sales License Application - Chipotle Mexican Grill - 10001 University Avenue
16. Approve Retail Alcohol Sales License Renewal Application - Cool Basil - 1250 NW 86th Street
17. Approve Retail Alcohol Sales License Renewal Application - Kum & Go #206 - 1725 NW 86th Street

18. Resolution Approving Temporary Street Closing - Block Party - Devonshire Parkway between Maple and Dellwood - Friday, May 23, 2025 - 5:00 p.m. - 8:00 p.m.
19. Resolution Approving Change Order #6 - Alliance Construction Group - NW 114th Street Reconstruction - \$4,044.32
20. Approve Pay Request #1 - Boulder Contracting, LLC - NW 114th Street Bridge Repair Project - \$7,125.00
21. Approve Pay Request #3 - DeVries Electric - City Hall/Library Remodel Project Phase 1 - \$183,068.80
22. Approve Pay Request #3 - LA Fulton & Sons - City Hall/Library Remodel Project Phase 1 - \$12,160
23. Approve PayRequest #3 - Des Moines Asphalt and Paving - Country Club Boulevard HMA Pavement Rehabilitation Project - \$197,168.69
24. Approve Pay Request #3 - McClure Engineering - Clive Stormwater Manual Update - \$9,378.50
25. Approve Pay Request #4 - Keystone Construction - City Hall/Library Remodel Project Phase 1 - \$190,342.92
26. Approve Pay Request #4 - On Track Construction, LLC - Greenbelt Landing Construction Project - \$23,085.00
27. Approve Pay Request #4 - Dahl Air Conditioning & Heating - City Hall/Library Remodel Project Phase 1 - \$111,787.45
28. Approve Pay Request #4 - Calhoun-Burns & Associates - 2025 Bridge Maintenance Repair Program - \$7,954.50
29. Approve Pay Request #5 - DCI Group - Construction Management Services - City Hall/Library Remodel Project Phase 1 - \$23,333.54
30. Approve Pay Request #6 - University Boulevard Flood Mitigation- Project Scoping Plan - Confluence, Inc. - \$19,728.00
31. Approve Pay Request #6 - Air-Con Mechanical Corp. - Greenbelt Landing Construction Project - \$58,439.34
32. Approve Pay Request #6 (retainage release) - Des Moines Asphalt and Paving - 2024 Residential HMA Pavement Rehabilitation Project - \$10,187.35
33. Approve Pay Request #7 (retainage release) - The Concrete Company - 2024 Residential PCC Pavement Rehabilitation Project - \$13,212.81
34. Approve Pay Request #7 - Central Iowa Mechanical - Greenbelt Landing Construction Project - \$33,025.79
35. Approve Pay Request #7 - Keystone Construction Services LLC - Greenbelt Landing Construction Project - \$195,296.69
36. Approve Pay Request #8 – Iowa Earth Works - Little Walnut Creek Stream Stabilization East of Alice's Road - \$ 96,832.19
37. Approve Pay Request #13 – Alice's Road Reconstruction - Phase 1 Design - Snyder & Associates - \$155,434.35

38. Resolution Consenting to Assignment and Change in Control of Telecommunications Facility Agreement with USCOC of Greater Iowa, LLC
39. Resolution Approving Final Plat of Silverstar Addition Plat 1
40. Resolution Approving the Amended Equivalent Rate Unit (ERU) Methodology Policy
41. Resolution Approving Contract - Lyle Sumek Associates, Inc. - 2025 Strategic Planning Consultant Services
42. Resolution Certifying Charges to the County Treasurer for Collection - Nuisance Abatement (Snow Removal) - 3062 Berkshire Parkway.
43. Resolution Accepting 1st Amendment to Declaration of Landscaped Buffer Zone Easement for Berkshire Commons Office Park Plat 1, Lot 9 - 2635 Berkshire Parkway
44. Resolution Authorizing the City of Clive to Enter into an Agreement with the Iowa Department of Transportation (IDOT) for Urban-State Traffic Engineering Program (U-STEP) Project Funds for the I35/80 & Hickman Road (US 6) RCB Culvert for Trail under Hickman Road, west of I35/80.

Action Items

1. Public Hearing - Linnan Park Project
 - a. Receipt of Bids - Bid Package #1, Grading and Utilities
 - b. Resolution Awarding Prime Construction Contracts for Linnan Park Project
 - c. Approval of Proposal for the Purchase and Installation of Linnan Park Playground - Play-Pro Recreation - \$581,527.00
 - d. Resolution Approving an Amendment to the Agreement for Professional with Smithgroup for the Development of Linnan Park - \$185,100
 - e. Resolution Approving Professional Services Agreement - Hansen Construction - \$717,571.00
2. Site Plan Amendment - Weissenburger Investment and Financial Planning - 16400 Sheridan Ave
3. Fire-EMS Collaborations with City of Urbandale
 - a. Resolution Approving Fire Apparatus Exchange Agreement
 - b. Resolution Approving 28E Agreement For Closest Unit Response for Fire and Emergency Medical Services by the Cities of Clive and Urbandale
 - c. Resolution Approving 28E Agreement for Emergency Medical Services and Fire Apparatus Maintenance and Service
4. Resolution Authorizing the Amendment to the Intergovernmental Agreement Between the City of Clive and Greater Des Moines Convention & Visitors Bureau for the Promotion of Tourism and Convention Activities in the Greater Des Moines Area
5. Resolution Approving the Amendment to the Intergovernmental Agreement Between the City of Clive and Bravo Greater Des Moines Inc. for the Benefit of the Cultural Community

6. Resolution Setting Public Hearing (6/26/2025 - 6:00 p.m.) - Ordinance Amendment Regarding Accessory Dwelling Units
7. Appointment to Fill City Council Vacancy
 - a. Dave Rozak
 - b. Breanne Hocker
 - c. Andrew Bovard
 - d. Motion to Appoint _____ to fill the City Council vacancy, with the appointment to remain in effect until the next regular city election, or until a successor is elected and qualified following a special election pursuant to Iowa Code § 372.13(2)(a)(2).

Discussion

1. Clive Strategic Plan Quarterly Update - May 2025

Reports

Adjournment



Memo

TO: Mayor and Council members
FROM: Matt McQuillen, City Manager
DATE: May 22, 2025
RE: City Manager Memo

SYNOPSIS:

Attached please find the City Manager's Memo for the May 22, 2025 meeting of the Clive City Council.

Attachments:

1. General Info Memo 5-22-25

MEMO

To: Mayor Edwards and Clive City Council

From: City Manager Matt McQuillen

Date: May 19, 2025

Re: General Information Memo – May 22, 2025 City Council Meeting

The May 22, 2025, City Council meeting will be in-person in the training room at the Clive Public Safety Center & virtually at: <https://us06web.zoom.us/j/81308925922>

Consent Agenda – A few of items to note on the consent idea. First, staff have one slight amendment we would recommend to the recently approved Commercial ERU Methodology Policy and it is to not charge a stormwater fee to any commercial property with less than a 0.5 ERU, as the fee revenue for that small of ERU itself is less than the administrative cost of sending and processing the bill. Second, a contract for utilizing Lyle Sumek's facilitation services for strategic planning this summer is on the consent agenda for your consideration. Finally, Clive and Urbandale continue to look for grant opportunities to offset the City's financial participation in the I-35/80-Hickman Interchange Reconstruction Project. Staff have identified an opportunity to seek Urban-State Traffic Engineering Program (U-STEP) funds to support the trail culvert underneath Hickman Road and would like to submit a grant application for the U-STEP funds.

Public Hearing: Linnan Park Project – A public hearing is set for the consideration of bids received for contract #1 (Grading & Utilities) for the reconstruction of Linnan Park. On May 13 the City opened a bid for prime contract #1 (Grading and Utilities). The City received one bid for contract #1 from On Track Construction in the amount of \$1,193,000. The Engineer's Estimate for Contract #1 was \$1,100,000 making the single bid slightly above the estimate (8.5%). The City is currently working with On Track as the grading contractor for the Greenbelt Landing Project and has good experience with their work to date.

When taking all the previous low apparent bids received combined with this recent rebid of contract #1, all six contracts/bid packages total \$3,476,859 versus the Engineer's Estimate of \$3,630,000, making these low bids in total 4.2% below the estimate. Staff would recommend receipt of the one bid for grading and utilities and award the six contract construction contracts to the apparent low bidders as identified in the agenda packet (On Track Construction, Caliber Concrete, Grimes Asphalt, Burkett Construction, Whitfields Lawn & Garden and The Henley Group). Staff are also ready to finalize the new Linnan Park playground purchase following extensive public feedback from the community and children from Crestview. Staff would recommend the purchase from Play-Pro Recreation in the amount of \$581,527.

With the final bids received, construction contracts awarded, and playground purchased, staff would also like to proceed with finalizing the construction administration services with the SmithGroup Design team and the Construction Management Services with The Hansen Company to complete the Linnan Park Reconstruction Project. Resolutions approving the amendment to SmithGroup's current contract and the

new professional services contract for Construction Manager as Agent Services for The Hansen Company are on the agenda for your consideration and approval.

Site Plan Amendment/16400 Sheridan Ave – Weissenburger Investment and Financial Planning, located at 16400 Sheridan Ave, is proposing a small building addition and patio to their facility. The proposed site plan amendment encompasses a 1,035 square foot building addition and the addition of a 221 square foot patio. Details of the site plan amendment are included in the agenda packet for your review. Staff reviewed this amendment with the Planning & Zoning Commission at their May 6 meeting. Both staff and P&Z would recommend approval of the site plan amendment.

Fire/EMS Collaborations with Urbandale – Over the past year the staff teams of Clive and Urbandale have been discussing and developing the next phase of the Fire/EMS collaboration relationship between the two communities. To date, the relationship has bred lots of success with the original Closest Unit Response Agreement and the collaborations for recently constructed Urbandale Fire/EMS Station #43 responding into both Clive and Urbandale. The next phase of the relationship is focused on sharing and maintaining the Fire/EMS apparatus both communities utilize, as well as furthering the organizational alignment between the Clive and Urbandale Fire/EMS Departments. Included in the agenda packet are a series of three new interlocal agreements between Clive and Urbandale to exchange existing fire apparatus, a contract for services with Urbandale to maintain Clive Fire/EMS apparatus, and to further the Closest Unit Response and Organizational Alignment between Clive and Urbandale Fire Departments. Chief Garcia will be present at the meeting to provide an overview of these agreements as a follow up to his previous presentation to you on these matters back in January. The City Manager and Chief Garcia are excited to recommend your consideration and approval of these agreements.

Catch Des Moines and Bravo 28E Agreement Amendments – Over the past number of months there have been discussions amongst the communities regarding funding levels for who participate in the interlocal agreements to fund Catch Des Moines/Greater Des Moines Convention and Visitors Bureau (CVB), and the cultural arts grant making conducted by Bravo Greater Des Moines (Bravo). As stated in the agenda packet and corresponding resolutions, with recent legislative changes to the property tax system in Iowa, specifically limitations on property tax revenue growth imposed by House File 718, this necessitates a comprehensive review of the City's expenditures and revenue allocation strategies to ensure the City's long-term financial stability. In this review Clive, along with several other metro cities, identified a change in the funding relationship to CVB and Bravo as one of those reallocation strategies.

Included in the agenda packet for Council consideration are amendments to the two funding agreements with CVB and Bravo to reduce the currently provided Hotel/Motel Tax Revenue formula from 28.57% to 25% of total Hotel/Motel Tax receipts in Clive each to CVB and Bravo. If approved, Clive would be allocating half (25% each) of its Hotel/Motel Tax receipts to CVB and Bravo to support their missions to promote tourism/convention activities and support the arts and cultural community in the DSM Metro Area. Details on the proposed amendments are included in the agenda packet for your review and the City Manager would recommend your consideration and adoption of these amendments.

Accessory Dwelling Unit Ordinance – On May 1 Governor Reynolds signed SF 592 regarding the regulations of accessory dwelling units (ADUs) in the State of Iowa starting July 1, 2025. At the same time the City Council identified the drafting and implementation of a new ADU ordinance as a priority in this year's strategic plan action list. Based on this priority and the new legislation, staff have drafted a zoning ordinance amendment to incorporate the required state law language to allow for ADUs in the City of Clive. Included in the agenda packet is a staff report and presentation introducing the major topics and regulations



for the draft ADU ordinance along with an action setting a public hearing on June 26 for the City Council's initial consideration and first reading of an ordinance amendment for ADUs in Clive.

City Council Vacancy – During the March 13 meeting the City Council approved a notice of intent to fill Srikant Mikkilineni's City Council vacancy through appointment following Srikant's resignation from his Council seat effective April 11. The City has three candidates who have made their interest known for the potential appointment:

- 1) Dave Roszak
- 2) Breanne Hocker
- 3) Andrew Bovard

During the 5/1 meeting the City Council interviewed Breanne Hocker and Andrew Bovard. One candidate (Dave Roszak) provided a recording of his response to the initial questions on May 1 and he will attend the May 22 Council meeting for follow up questions from the Council. Following the interviews on May 1 and May 22 staff have prepared a motion for the City Council to appoint one of the candidates to serve in the vacant City Councilmember seat until the next City election. If the Council makes an appointment during the 5/22 meeting, that person would be sworn in by Mayor Edwards and take their seat immediately. Also, the appointment is subject to a petition being submitted for a special election within 14 days of the appointment.

Tentative Upcoming Agenda Items

June 12

- Action – Dehner Distillery Site Plan
- Action – Non-Union Staff Pay Rates and City Manager Employment Agreement
- Action – 1st Reading - Ordinance Amendment for Fireworks State Law Conformance
- Discussion – Stormwater Management Manual Amendments

June 26

- Public Hearing – 1st Reading - Accessory Dwelling Unit Ordinance
- Action – Employee Handbook Updates





Memo

TO: Mayor and Council members
FROM: Matt McQuillen, City Manager
DATE: May 22, 2025
RE: City Manager Report - April 2025

SYNOPSIS:

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

Attachments:

1. CM Report 5-22-25

MEMO

To: Mayor Edwards and Clive City Council

From: City Manager Matt McQuillen

Date: 5/19/25

Re: City Manager's Report – April 2025

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

<u>Consultant/Entity</u>	<u>Amount</u>	<u>Date</u>	<u>Services To Be Provided</u>
DeVries Electric	\$5,241.59	5/7/25	City Hall/Library Remodel CO #3 – Fire Alarm System Modifications Required by Fire Marshal, A/V changes.
Keystone Construction	\$20,417.43	5/7/25	City Hall/Library Remodel CO #3 – Additional costs for new stairs cut-in, Chamber Dias adjustments and Server Room framing adds.
Terracon Consultants	\$10,000	5/13/25	Asbestos Consulting for City Hall/Library Phase 2 Work

Clive Plan 2024-2029-2039

Not Started is Shown in Red In Progress is Shown in Blue Completed is Shown in Green

Policy Agenda Items – Top Priority

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

Clive's Regional Role: Discussion and Framework for the Future – Over the past few months discussions have continued with entities such as DART, the Greater Des Moines Partnership and others

on the value add they are providing to Clive for the City resources that are deployed to these entities. In November and December, the City Manager engaged with the Council on these various relationships to seek your overall direction on Clive's role and position within the regional dialogue and membership with these entities. In April the City Manager Group finalized draft amendments to the 28E agreements for Catch Des Moines/CVB and Bravo Greater Des Moines. Approvals of the amendments started in late April and continue into May. It is anticipated the revised funding contributions for Catch and Bravo contained within the amendments will be brought forward for Council consideration at your May 22 meeting.

Financial “Dip” Plan – During the September 26 City Council meeting representatives from Public Financial Management (PFM) presented a scope of services outlining the various components for the City to create a Financial “Dip” Plan for Clive to ensure the City has visibility to our financial future as the City reaches its built-out condition and manages the legislative changes from the Iowa Legislature. During the September 26 meeting PFM outlined the three main components of scope and the Council authorized the City to move forward with phase 1 of the work to develop a 10-year financial “base” case of the City's current track on revenues and expenditures based on current service delivery and capital investment strategies. Staff and PFM kicked off these efforts in late January and the work has now ramped up in March. Meetings with individual departments occurred on April 14 and 15 to collect information and discuss the draft financial model. Staff and the PFM team are on track to present a final report and 10-year financial model for discussion during strategic planning in August.

Policy Agenda Items – High Priority

Harbach Center: Vision Concept and Operations – For this item elected officials and staff will continue engagement with the West Des Moines School District on the possibility of joint facilities going forward when the City needs to make major reinvestments in the Harbach Center. In November those discussions started with the first joint meeting of the City/School group, which included participation by Councilmembers McCoy and Mikkilineni, as well as the City Manager. The second meeting occurred on January 27 and the next meeting occurred on April 28 with Mayor Edwards replacing Mikkilineni on the Committee. Also, staff will be tasked with reporting on the condition of the Harbach Center building and the success of the programming/building utilization later this spring.

Policy Agenda Items – Moderate Priority

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

The City Manager is co-chairing the new Iowa City/County Managers Association (IaCMA) Legislative Affairs Committee to strategize on how cities can work better together and build coalitions with other organizations throughout the state on the value cities bring with the resources we deploy in our communities to help the state's economy. In April, conversations with the Iowa League of Cities and other IaCMA members to coordinate approaches, analysis and strategy on property tax reform as the legislative session



continued as initial property tax reform legislation was introduced, which has now transitioned to the latest property tax reform proposals under SF 651.

Policy Agenda Items – Low Priority

86th Street Neighborhood Plan/Activation – Staff continues activation efforts in the 86th Street Neighborhood with short-term focus on establishing a joint City/WDM Schools Group made up of two elected officials for each entity along with the School Superintendent and City Manager. The goal is to grow the relationship between the two entities specifically focused on the 86th Street Neighborhood/Crestview School. The first joint newsletter was distributed in late-February. In addition, staff received Bravo grant support for a public art mural project at the Harbach Center and received 17 proposals in April for the project. This spring Linnan Park reconstruction will be starting, the next neighborhood newsletter will be in late May and the late summer Back-to-School Bash with the WDM School District on August 8.

Service Collaboration Strategy and Actions Plan – For this action, the City Manager's Office will work with departments in the spring as a part of the "Dip" Study work to identify potential service collaborations we have yet to pursue with surrounding city jurisdictions. Work on this item started in early April in coordination with the initial departmental meetings/interviews by the PFM team in coordination with the "Dip" Study. Initial conversations of future opportunities occurred and will continue to be explored as the "Dip" study project progresses.

Management Agenda Items – Top Priority

City Hall/Library Security Remodel – In December, the City Council held a public hearing to consider bids for the phase 1 renovations and construction contracts for Phase 1 were awarded. Also in December, the Leisure Services and Technology Services teams previously housed in the upper level of the building moved over to the Harbach Center during construction. Phase 1 construction is nearing completion with the construction crews moving to finishes and casework. The library has now been closed to allow for replacement of the library entrance and installation of the new circulation desk to connect the remodeled area with the main library. Phase 1 is projected to be completed by the end of July with the City Council utilizing the training room at CSPC as the temporary City Council Chambers. Design efforts for Phase 2 continued in April to prepare for a bidding schedule in summer.

Management Agenda Items – High Priority

Westcom New Dispatch Facility – Earlier this year Westcom identified the need for future facility needs associated with the growth of the dispatch staff as the six cities supported by Westcom continue to grow. Initially it was projected that an Owner's Representative would be hired to advise the Westcom communities on the best processes to identify space needs and evaluate potential facility strategies to accommodate the growth. At this point these activities have been put on hold pending additional discussions at the Iowa Legislature regarding property tax reforms as property tax is the primary funding mechanism of Westcom from the member community contributions.

Management In Progress Items

Executive Team: Transitions/Relationships –The Executive Team is always working on relationship building amongst each other and with the newer members. Some specific recent work included a webinar



series the Team went through focusing on how we have conversations with each other. In addition, the City Manager held a group retreat in mid-January to continue the development of relationships amongst the Executive Team members.



Memo

TO: Mayor and Council members

FROM: Pete De Kock, Assistant City Manager

DATE: May 22, 2025

RE: Assistant City Manager Tech Services Report - April 2025

SYNOPSIS:

Assistant City Manager Tech Services Report - April 2025

Attachments:

1. April 2025 ACM and Tech Services Report

Assistant City Manager and Tech Services Monthly Report

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

Assistant City Manager and Tech Services Monthly Report

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

Assistant City Manager and Tech Services Monthly Report

	CC Decision: Manual Updates Approval	Jan-25	Jun-25	ACM	In Progress	
	State of Clive Water presentation	Jan-25	Dec-24	ACM	Done	
	Execute WQI projects along Little Walnut Creek	Apr-25	Apr-25	ACM	In Progress	
	Execute second annual tree sale	May-25	Apr-25	ACM	Done	
	Execute second year of SWAP program	Ongoing	Ongoing	ACM	In Progress	
	Execute 4th year of SQR program	Sep-25	Sep-25	ACM	Not Started	
Dallas County Referendum - Public Education Campaign: Development/Info		Sep-24	Sep-24	ACM	Done	
City-State Legislative Agenda 2025: Approval		Dec-24	Dec-24	ACM	Done	
Annual Community Engagement Plan		Jan-25	Jan-25	ACM	Done	
Development Review Process Improvement - Multi-Dept, Facilitated by ACM		Feb-25	Feb-25	ACM	Ongoing	
City-Federal Legislative Agenda 2025: Approval		May-25	May-25	ACM	In Progress	
Clive's Various e-Newsletters Standardization and Monthly Newsletter		May-25	Jul-25	ACM	In Progress	
Clark Street Pilot Green Infrastructure Evaluation After Action Report		Oct-24	Jul-25	ACM	In Progress	
State/Federal Lobbying and Grants for 86th Corridor Projects		Ongoing	Ongoing	ACM	In Progress	
Clive Historical Society Assets Transfer and "Mothball" Facility: Completion		Dec-24	Mar-24	ACM	Done	
Greenbelt Trail Education Campaign: Safety and Etiquette		May-25	May-25	ACM	In Progress	
Greenbelt Landing Individual Donor (Goal: \$100,000)		Oct-25	Oct-25	ACM	In Progress	
Homeowner Education on Federal Energy Efficiency Grant Program: Campaign		Ongoing	Ongoing	ACM	Cancelled	
Home Show Expo 2024 - Shadow Creek West		Sep-24	Sep-24	ACM	Done	

Monthly Highlights

- Presentation to Keller Williams realtors on the state of the city of Clive, 4/8
- GDCDA meeting to discuss possible economic development metrics, 4/10
- Multiple touches with state legislature and partner organizations throughout the month
- Presentation to WDMCS School Board on the state of the city of Clive, 4/14
- PFM meetings with department heads on dip study throughout the month
- ISWEP Central Iowa membership meeting 4/17
- CIWW board meeting on 4/23

Assistant City Manager and Tech Services Monthly Report

Technology Services Report – April 2025

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

2024-2025 Approved Strategic Goals Status

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

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

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

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

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

Assistant City Manager and Tech Services Monthly Report

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

- Percentage of professional fee costs since the start of the fiscal year: **7.36%**

2024-2025 Miscellaneous Technology Services Project Status

Project	Status	Notes	Due	Completed
Server Operating System Upgrades/ Maintenance	In Progress	Preemption, Sharefile, OOS, & Access Control svrs to Server 2022 as the opportunity arises.	Ongoing	
Additional cancellation of old copper analog POTS lines	In Progress		Ongoing	
Migration of City Hall staff to new network switch stack	In Progress	This also includes moving this staff to a new subnet architecture begun with the new CPSC facility.	Ongoing	
Assist CommDev with Citizen Serve project	Done		TBD	Jan 2025
Assist Public Works with Citizen Serve project	In Progress		TBD	
Preparation of Harbach Center spaces for staff relocation	Done	Network switch replacement to increase port capacity	Dec 2024	Dec 2024
Preparation of Tech Services temporary move to CPSC	Done	Storage space identified at CPSC to move Tech storage to CPSC	Dec 2024	Dec 2024
Replacement of domain controllers at City Hall	In Progress	NEW - Replacement of 1 physical and 1 virtual domain controller with a new physical domain controller.	Jan 2025	
Security Cameras for Public Works facility	In Progress	Waiting on cabling by PW.	Apr 2025	
Firewall replacement at City Hall	Done	NEW - Replacement of aging firewall at City Hall. The new firewall will have redundancy.	Jan 2025	
Relocation of Mediacom router from main Library to City Hall server room	Done	NEW – relocation of the existing router to a new location in the server room due to renovation	Jan 2025	Jan 2025
Replacement of Harbach Tech Room computers	Done	These old desktops need to be replaced again. 2 done and 1 to go.	Mar 2025	Mar 2025
Aquatics Center technology setup	In Progress	Annual setup of computers and phones at Aquatics Center	Apr 2025	
Setup of computers for the new Library circulation desk	In Progress		May 2025	
Organization of the City Hall server cabinet to prep for AV equipment	Not Started		May 2025	
Preparation for power outage at City Hall/Library	Not Started	Power outage scheduled for May 17 th . Powering down hardware on the night before and returning for power start-up on May 17 th .	May 2025	

Conferences, Training, Meetings, & Other

- James Kuzhikandathil attended the Westcom FOG/CAD/POG meeting on April 2nd.
- Dennis Harken attended the virtual webinar New Transformative Updates in HPE Storage on April 8th.



Memo

TO: Mayor and Council members

FROM: Elizabeth Hansen, Director of Administrative Services

DATE: May 22, 2025

RE: Administrative Services Report - April 2025

SYNOPSIS:

Please see the attached report and supplemental information.

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

Attachments:

1. April 25 Admin Report and Materials

MEMO

To: Mayor Edwards and Council Members
From: Elizabeth Hansen, Director of Administrative Services
Date: May 15, 2025
Re: Monthly Report – April 2025

Administrator Services Department

General Administration/Finance:

Utility Billing/Xpress Bill Pay (XBP):

- A. To date, 6,838 customers have set up online accounts on the Xpress Bill Pay system. Of those customers, 2,794 have selected the electronic billing feature. All utility customers have XBP accounts and 41% receive electronic statements. Since we reached the 35% goal, now the goal is to maintain that percentage and increase it even more. See specific marketing efforts below.
- B. 327 utility bill reminders were sent, and 16 customers were scheduled to be shut off this month.
- C. 113 work orders were processed – 7 for new construction so 106 were for other work.
- D. 45 warning tags were delivered/service shut-offs for non-payment.

Permits/Licenses Purchased:

Permit/License	Quantity	Amount
Mobile Food Vendors	11	
Noise Permits	1	
Solicitor Permits	1	
Open Records Requests	7	
Pet Licenses	214	\$3,936.00
Parking Tickets	17	\$500.00
Yard Waste Stickers	63	\$8,064.00
Miscellaneous Waste Stickers	429	\$923.00

Income Offset Program (IOP) – We received \$5,096.77 from State of Iowa for IOP and from MCOA in April.

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

Human Resources:

A. During April, the NeoGov Insight/OHC system was used for advertising Public Works Operations Specialist, Sr. Public Works Operations Specialist, Community Development Intern, and PT Fire positions (ongoing). Below are the hiring and promotions for calendar years 2017 to the present:

B. Hires -

	<u>2025</u>	<u>2024</u>	<u>2023</u>	<u>2022</u>	<u>2021</u>	<u>2020</u>	<u>2019</u>	<u>2018</u>	<u>2017</u>
Full Time	4	14	22	14	15	16	15	9	4
Part-Time	1	10	7	22	10	1	7	9	7
Seasonal	142	159	159	132	130	73	130	151	133
Promotional	1	9	15	7	8	7	4	4	3

C. Separations –

	As of August 1, 2024 – July 31, 2025
Fire	2 PT - Other employment 1 FT – went to PT
Police	1 FT - Other employment, 2 FT – Medical, 1 PT - Other
Public Works	2 FT - Other employment, 1 FT – Retirement
Library	1 PT- Family, 1 FT Retirement
Parks	2 FT – Other employment
Recreation	
Administration	1 FT – Retirement, 1 FT Other Employment

D. Staff Events:

- Supervisory Training – Performance Evaluations & Communications Update – 4/1/25
- PW Employee Appreciation – Employee Celebration – 4/15/25
- Paperwork Parties – Aquatics Onboarding – 4/17/25 & 4/23/25
- Open Enrollment & Morgan Stanley Event – Benefits Open Enrollment Communication and Investment Training/1:1 Meetings – 4/29/25 & 4/30/25
- Off Site HR Hours – Employee Communication – 4/4/25, 4/11/25, 4/18/25, 4/25/25

Departmental Projects – Strategic Planning:

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

City Clerk Division

2025 Partial Special Census - Since August 2023, staff have been taking steps to conduct a partial special census in April of 2025. However, this was put on hold for the time being due to the federal hiring freeze. Staff and elected officials worked with state and federal officials to request an exception to this hiring freeze, as the cost of employing Census workers has already been funded with \$391,208.00 of local (not federal) money. The exception was granted, however, it will not begin until October 2025.



Finance Division

New Utility Billing Rate Structure and Process Improvements – Commercial ERUs were updated and were also part of the June 2024 utility billing. During the implementation of the commercial ERU's staff noticed some irregularities in some of the accounts and have rectified those with the customers affected. Staff presented an ERU Policy during the budget workshops and approval will be considered by the City Council in April. New commercial accounts have been created and are currently being reviewed for accuracy. Staff is working on a letter to be distributed to all commercial accounts and commercial property owners. New rates will go into effect upon the publication of the ordinances following council approval. Bills going out on June 1, 2025 will have the new rates and commercial property owners will be receiving their first bill for storm water as outlined in the ERU Methodology (Policy).

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Council Year to Date Report
EXPENDITURES

FUND	FY 2023-24 ACTUAL	FY 2024-25 BUDGET	FY 2024-25 AMENDED BUDGET	CURRENT YTD	CURRENT YTD UNEXPENDED	BUDGET % EXPENDED
GENERAL	23,233,187	25,082,840	30,327,075	23,887,297	6,439,778	78.77%
POLICE DEPARTMENT	4,205,425	4,517,826	4,748,554	3,939,026	809,528	82.95%
FIRE PROTECTION	2,367,365	2,499,994	2,537,444	2,749,504	(212,060)	108.36%
RESCUE DEPARTMENT	1,964,011	2,180,152	2,205,852	1,914,490	291,362	86.79%
DISASTER CONTROL DEPARTMENT	12,392	16,515	16,515	8,650	7,865	52.37%
ANIMAL CONTROL	23,025	20,000	20,000	16,468	3,532	82.34%
PUBLIC WORKS ADMINISTRATION	633,792	652,699	654,699	524,630	130,069	80.13%
STREET LIGHTING	118,659	224,000	224,000	142,834	81,166	63.77%
TRAFFIC SAFETY DEPARTMENT	161,350	252,083	262,083	133,020	129,063	50.75%
ENGINEERING	917,061	985,015	985,015	795,112	189,903	80.72%
SOLID WASTE COLLECT & DISPOSAL	1,225,331	1,175,575	1,306,075	981,933	324,142	75.18%
MOSQUITO CONTROL DEPARTMENT	11,030	14,330	14,330	4,950	9,380	34.54%
WELLNESS PROGRAM	16,704	23,250	23,250	2,080	21,170	8.95%
LIBRARY SERVICES	1,008,143	1,085,025	1,116,147	860,681	255,466	77.11%
MUSEUMS & CENTERS	579,067	624,349	725,000	502,218	222,782	69.27%
PARKS & PLAYGROUNDS	1,576,640	1,749,392	1,754,392	1,345,620	408,772	76.70%
RECREATION	850,542	849,842	853,342	694,938	158,404	81.44%
RECREATION	149,307	286,728	307,728	169,355	138,373	55.03%
PUBLIC ART PROGRAM	9,251	-	3,000	12,459	(9,459)	415.30%
SWIMMING POOLS	815,432	852,007	897,007	537,576	359,431	59.93%
BUILDING & HOUSING SAFETY	340,263	395,075	395,075	299,364	95,711	75.77%
PLANNING & ZONING	535,838	607,009	607,009	471,019	135,990	77.60%
CODE ENFORCEMENT	104,566	112,118	112,118	89,747	22,371	80.05%
LEGISLATIVE (COUNCIL & MAYOR)	73,320	86,331	89,331	64,308	25,023	71.99%
EXEC. & ADM. (MGR, ASST MGR)	527,068	609,252	623,252	531,519	91,733	85.28%
HUMAN RESOURCES	379,078	405,938	440,438	287,999	152,439	65.39%
FINANCIAL ADMINISTRATION	3,258,112	3,209,083	7,727,167	5,504,593	2,222,574	71.24%
ELECTIONS	6,805	-	-	-	-	0.00%
LEGAL SERVICES	70,783	60,000	75,000	66,496	8,504	88.66%
CITY HALL	418,148	516,349	516,349	328,807	187,542	63.68%
MISCELLANEOUS UNALLOCATED	60,925	77,250	77,250	10,464	66,786	13.55%
IT	813,756	995,653	1,009,653	897,439	112,214	88.89%
PERS SERV. (CIVIL SERVICE)	-	-	-	-	-	0.00%
ROADWAY MAINTENANCE	2,644,926	2,973,769	3,023,269	2,534,746	488,523	83.84%
LOCAL OPTIONS SALES TAX	3,765,567	3,950,000	3,950,000	2,224,518	1,725,482	56.32%
WATER	6,376,833	6,270,676	6,879,176	5,969,906	909,270	86.78%
SANITARY SEWERS	2,889,310	4,402,245	4,402,245	3,693,873	708,372	83.91%
STORM SEWERS	1,612,575	1,921,585	2,079,075	910,814	1,168,261	43.81%
INTERNAL SERVICE- Cap Equip	2,012,798	2,000,000	2,100,000	1,776,746	323,254	84.61%
TOTAL *	42,535,196	46,601,115	52,760,840	40,997,901	11,762,939	77.71%

REVENUES

FUND	FY 2024 ACTUAL	FY 2024-25 BUDGET	FY 2024-25 AMENDED BUDGET	CURRENT YTD	CURRENT YTD UNCOLLECTED	BUDGET % COLLECTED
GENERAL	24,192,504.58	24,458,435.00	27,036,510.00	23,735,519.41	3,300,990.59	87.79%
NON-PROGRAM GENERAL REVENUE	20,176,199.75	20,763,181.00	23,341,256.00	20,466,427.99	2,874,828.01	87.68%
POLICE DEPARTMENT	62,146.18	82,000.00	82,000.00	45,949.97	36,050.03	56.04%
FIRE PROTECTION	43,404.71	9,500.00	9,500.00	8,335.00	1,165.00	87.74%
RESCUE DEPARTMENT	747,853.71	650,500.00	650,500.00	714,240.63	(63,740.63)	109.80%
ANIMAL CONTROL	19,416.36	18,000.00	18,000.00	14,576.10	3,423.90	80.98%
ROADWAY MAINTENANCE	29,317.50	36,000.00	36,000.00	18,876.42	17,123.58	52.43%
SOLID WASTE COLLECT & DISPOSAL	1,200,373.38	1,193,682.00	1,193,682.00	1,042,199.54	151,482.46	87.31%
LIBRARY SERVICES	42,254.21	46,872.00	46,872.00	38,298.12	8,573.88	81.71%
PARKS & PLAYGROUNDS	30,836.33	42,000.00	42,000.00	12,637.75	29,362.25	30.09%
RECREATION	459,987.96	430,500.00	430,500.00	442,343.96	(11,843.96)	102.75%
PUBLIC ART PROGRAM	-	-	-	4,185.00	(4,185.00)	0.00%
SWIMMING POOLS	689,772.61	737,700.00	737,700.00	441,061.63	296,638.37	59.79%
BUILDING & HOUSING SAFETY	70,296.50	100,000.00	100,000.00	61,383.05	38,616.95	61.38%
PLANNING & ZONING	620,645.38	348,500.00	348,500.00	425,004.25	(76,504.25)	121.95%
ROADWAY MAINTENANCE	2,627,800	2,745,992	2,745,992	2,141,564	604,428	77.99%
LOCAL OPTIONS SALES TAX	4,090,085	3,700,000	3,700,000	3,470,683	229,317	93.80%
WATER	6,719,558	5,789,014	7,089,014	5,920,642	1,168,372	83.52%
SANITARY SEWERS	3,923,205	3,741,388	3,741,388	3,541,601	199,787	94.66%
STORM SEWERS	1,794,659	1,931,970	1,931,970	1,544,388	387,582	79.94%
INTERNAL SERVICE- Cap Equip	1,613,872	1,532,060	1,532,060	1,537,685	(5,625)	100.37%
TOTAL *	44,961,682.36	43,898,859.00	47,776,934.00	41,892,082.35	5,884,851.65	87.68%

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

April 30, 2025

Cash and Interest Breakdown

Apr-25	LSB Operating	LSB Operating ICS	LSB Flex Funds	LSB Flex Funds ICS	Lincoln CD 11-29-2024		Lincoln CD 11/29/2024
	LSB (1254)	LSB ICS (1254)	LSB (8776)	LSB ICS (8776)	Express Bill Pay	3001048949	3001049019
Beg Balance	\$ 250,000.00	\$ 74,933,354.16	\$ 20,000.00	\$ 75,702.54	\$ 10,083.40	\$ 500,000.00	\$ 467,407.67
Revenues							
Interest	\$ 891.78	\$ 268,003.24	\$ -	\$ 255.65	\$ -	\$ -	\$ -
Revenue	\$ 13,146,330.96	\$ 8,399,223.39	\$ 14,803.57	\$ 5,989.68	\$ 330,160.49	\$ -	\$ -
Adjustments	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rev Sub Totals	\$ 13,147,222.74	\$ 8,667,226.63	\$ 14,803.57	\$ 6,245.33	\$ 330,160.49	\$ -	\$ -
Expenditures							
Expenses	\$ 13,147,222.74	\$ 2,678,572.11	\$ 14,803.57	\$ 8,367.23	\$ 901.39	\$ -	\$ -
Adjustments	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Exp Sub Totals	\$ 13,147,222.74	\$ 2,678,572.11	\$ 14,803.57	\$ 8,367.23	\$ 901.39	\$ -	\$ -
Statement End Balance	\$ 250,000.00	\$ 80,922,008.68	\$ 20,000.00	\$ 73,580.64	\$ 339,342.50	\$ 500,000.00	\$ 467,407.67
Adjustments							
Outstanding Sweep	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Adj Totals	\$ 250,000.00	\$ 80,922,008.68	\$ 20,000.00	\$ 73,580.64	\$ 339,342.50	\$ 500,000.00	\$ 467,407.67

Interest Worksheet Report

April 30, 2025

	LSB Operating	LSB Operating ICS	Other	LSB Flex	Total
Interest Received	\$ 891.78	\$ 268,003.24	\$ -	\$ 255.65	\$ 269,150.67
Interest Spread	GL Acct / Fund #	GL Acct/ Fund Bal	% of Total Balance	Interest Deposited	
Flex Funding (EBS)	173		100.00%	\$ 255.65	
				\$ 268,895.02	
General Fund	001-4000-4-4300	9,125,089.90	14.94%	40,162.69	1501
Debt Service	200-4710-4-4300	3,684,731.57	6.03%	16,217.78	160
Water Fund (Utl)	600-4810-3-4300	9,469,570.95	15.50%	41,678.87	1581
Sewer Fund (Utl)	610-4815-3-4300	6,872,197.74	11.25%	30,246.93	1582
Storm Water Fund (Utl)	740-4865-3-4300	1,160,303.40	1.90%	5,106.90	1583
Capital Project Funding					
TIF - start in Jan 2017	123-4520-4-4300	1,942,675.66	3.18%	8,550.39	1530
American Rescue Plan	331-4750-3-4300	436,467.99	0.71%	1,921.05	1531
City Facility Improv	350-4750-3-4300	3,159,752.63	5.17%	13,907.17	1504
Greenbelt Landing	374-4750-3-4300	5,922,996.38	9.69%	26,069.16	1533
Linnan Park	387-4750-3-4300	4,997,883.67	8.18%	21,997.42	1534
NN PHASE III TRL	389-4750-3-4300	8,101,348.66	13.26%	35,656.85	1535
2025 FIRE ENGINE	354-4750-3-4300	834,847.97	1.37%	3,674.46	1537
Storm Water	427-4750-3-4300	98,760.27	0.16%	434.68	1524
Sewer Cap	433-4750-3-4300	319,108.53	0.52%	1,404.51	1511
Water Cap	435-4750-3-4300	355,333.61	0.58%	1,563.95	1525
Alice's Rd Improv	464-4750-3-4300	3,921,099.79	6.42%	17,258.12	1514
NW 111th St Recon	471-4750-3-4300	691,633.34	1.13%	3,044.12	1536
Franchise	476-4750-3-4300	-	0.00%	-	1526
Totals		61,093,802.06	100.00%	268,895.02	

RECONCILIATION OF UTILITY BILLINGS, COLLECTIONS, AND DELINQUENCIES

FY24/25

Month of: April 2025

Aged trial balance- Report Date: 3/31/2025 \$ 78,517.13

BILLINGS

Billings for the month of: MARCH \$ 872,649.93

Billings for the month of: APRIL \$ 1,012,584.36

Total billings for the months of January & February (includes penalties and finals) \$ 1,885,234.29

TOTAL BILLINGS \$ 1,963,751.42

LESS COLLECTIONS

Revenues collected for the month of: APRIL \$873,642.91
(Includes final bill payments, County Treasurer payments, etc.)

Council Write-Offs \$0.00

City Accounts- write-off/adjustments \$0.00

Deposit amounts applied \$2,721.23

Payment adjustments \$0.00

TOTAL COLLECTIONS \$ 876,364.14

SUB TOTAL \$ 1,087,387.28

Aging report balance for: 4/30/2025 \$ 948,302.36

Aging report (03/31/25) for accounts 30 days or more past due \$ 77,340.15



Memo

TO: Mayor and Council members

FROM: Doug Ollendike, Community Development Director

DATE: May 22, 2025

RE: Community Development Report - April 2025

SYNOPSIS:

Attachments:

1. Com Dev Report - 04-2025

MEMO

To: Honorable Mayor and City Council

From: Doug Ollendike, Community Development Director

Date: May 22, 2025

Re: Community Development Monthly Report

Building Services Division

4 new single-family homes were permitted in April with a valuation of \$2,870,721. A total of 34 permits were issued which included new construction, remodels, additions, fences, decks, sheds, etc.

Commercial Permits Issued

The site work at Living Faith Church located at 2180 NW 142nd ST is wrapped up. Storm water staff are still reviewing as-built conditions with CEC. A temporary CO has been issued.

Vision Electrical and Plumbing's renovations at 2163 NW 111th ST is needing a final inspection and they will be wrapped up with this project. The project lead was laid off for the winter so hopeful we can final in early spring.

Amare Vita/MavenCrux has finished up the final piece of storm sewer work. A few of the homes are yet to be constructed out there. We expect these to be completed after more sales have been made.

Kwik Star, located at 16050 Hickman RD has been issued a temporary CO; staff is awaiting final as-builts and minor site corrections.

The permit has been issued for "The McCoy" apartments located at 11040 Hickman RD for the interior bathroom and kitchenette remodel work. Some of the single unit apartments have been inspected on the main level and level 3; however, not all units are completed yet.

The Emerald Isle townhome project has full permits for the second building of six units; interior finishing progress is being made on the first building and rough ins are being completed on the 2nd building. The street work is currently under construction.

The permit for Silverstar Carwash at 15451 Hickman RD has been issued. Final finish work is wrapping up, however, it has been determined that the Emerald Isle Street project is more than 90 days out from being completed, so no CO's will be issued until such a time as this is resolved.

A final inspection has been conducted at the new office building located at 2640 Berkshire PKWY. A temporary occupancy permit has been issued until such a time as all remaining landscaping and exterior work is completed. The temp CO expires May 31.

A final inspection has been completed at the expansion of Edward Jones at 1100 73rd ST. Staff is waiting for some minor exterior work such as exterior paint, landscaping and parking lot striping to be completed.

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

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

Staff have issued a permit for an addition and large interior remodel located at 12605 Woodlands PKWY; framing and rough-in inspection have been started.

A permit for Starbucks shell building located at 15935 Hickman RD has been issued; a framing inspection has been conducted. Plans have also been received for the Starbucks tenant finish. Plan review for this is in progress.

A remodel permit for the former Beauty Brands has been issued to split the building into two tenant spaces. A tenant remodel permit has been approved for the west side of the building.

Staff are reviewing plans for a locker room remodel and exterior modifications at the Genesis Health and Fitness Club (10930 Hickman RD).

Planning Services Division

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

The first amendment to the development agreement for the Emerald Isle Townhome development has been approved by Council and the revised site plan/preliminary plat has been administratively approved by staff. The developer has commenced grading and construction activities. Staff anticipates a final plat will be approved in the coming months.

SilverStar car wash has submitted a preliminary plat, site plan, and public improvement construction drawings for properties generally located at NW 156th ST, Hickman RD, and Emerald Isle DR. The preliminary plat was approved by Council on April 11, 2024, and site plan was approved by Council on May 23, 2024. Construction drawings were conditionally approved subject to acquisition of additional temporary construction easements and approval of an agreement including the cost-share with the City. Staff is continuing to work with the applicant to gather all necessary documents and agreements prior to commencement of the Emerald Isle Drive public improvements.

Buyers Realty has submitted a preliminary plat to create an additional lot at Westridge Shopping Center. Staff is working with the applicant regarding parking requirements before the preliminary plat can advance through the approval process.

Buyers Realty has submitted a site plan amendment for 10001 University Avenue façade and parking updates. The amendment was approved at the November 14, 2024, Council meeting. Exterior improvements are currently under construction. A final plat will be submitted to adjust the east property line; however, legal proceedings related to the Joann's bankruptcy have this process delayed.

Weissenburger Investments & Financial Planning has submitted a site plan amendment for a building addition at 16400 Sheridan Avenue; it has been approved by P&Z.

Horizon Events Center has submitted a site plan amendment to construct additional parking in place of the existing tennis courts. Staff has completed an initial review and is awaiting resubmittal from the applicant.

Dehner Distillery has submitted a site plan and preliminary plat for the former Ruan lots on NW 86th Street. Staff is continuing to work with the applicant and anticipates bringing forward the site plan in conjunction with a development agreement regarding stormwater management and street light installations.

Staff is awaiting final state action regarding Accessory Dwelling Units and will provide additional information once available.

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

Staff have submitted a request to Norfolk Southern for an abandoned track right-of-way, which will allow Norfolk Southern to determine if the property is eligible to be sold or otherwise conveyed to the City or adjacent property owners. The request includes the remaining parcels owned by Norfolk Southern that do not include any railroad infrastructure, which are generally located between NW 100th ST and NW 114th ST. Staff are awaiting a response from Norfolk Southern.

Zoning Compliance Certifications Issued

04/03/2025 Step Ahead Child Care & Preschool 2635 BERKSHIRE PKWY



1900 NW 114th ST
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(515) 223-6221
www.cityofclive.co

	Apr-24	Apr-25	YTD Total	Apr-25	YTD Total
Building Permit - New Single Family	21	4	17	\$2,137,580	\$9,717,341
Building Permit - New Townhome	0	0	0	\$0	\$0
Building Permit - New Condominium	0	0	0	\$0	\$0
Building Permit - Residential Additions	2	1	14	\$66,948	\$696,498
Building Permit - Residential Remodel	2	5	9	\$41,355	\$206,701
Building Permit - New Commercial	1	0	0	\$0	\$0
Building Permit - Commercial Additions	0	0	0	\$0	\$0
Building Permit - Commercial Remodel	2	4	10	\$367,484	\$1,400,664
FYTD TOTALS					
Building Permit - New Single Family	89	61		\$31,327,497	
Building Permit - New Townhome	6	0		\$0	
Building Permit - New Condominium	0	0		\$0	
Building Permit - Residential Additions	15	36		\$1,955,464	
Building Permit - Residential Remodel	14	21		\$763,771	
Building Permit - New Commercial	3	4		\$2,596,113	
Building Permit - Commercial Additions	0	1		\$670,366	
Building Permit - Commercial Remodel	22	26		\$9,036,368	



1900 NW 114th ST
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(515) 223-6221
www.cityofclive.com

April 2025
RESIDENTIAL PERMIT ACTIVITY

/ SINGLE FAMILY

<u>DATE</u>	<u>NO.</u>	<u>STREET</u>	<u>APPLICANT</u>	<u>VALUATION</u>	<u>SUBDIVISION</u>
04/01/2025	18222	HIDDEN KNOLL	Renda Building Company LLC	\$479,895	SHADOW CREEK WEST
04/11/2025	18289	BAXTER PL	Caliber Homes	\$487,915	SHADOW CREEK WEST
04/11/2025	18297	ALDERLEAF DR	Iowa Premier Homes LLC	\$574,431	SHADOW CREEK WEST
04/28/2025	17807	TOWNSEND DR	DB Homes	\$595,339	SHADOW CREEK PLAT 07
TOTAL				\$2,137,580	
YTD CALENDAR				\$9,717,341	
YTD FISCAL				\$31,327,498	

W TOWNHOME

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

NEW CONDOMINIUM/MULTI-FAMILY

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

RESIDENTIAL ADDITIONS

<u>DATE</u>	<u>NO.</u>	<u>STREET</u>	<u>APPLICANT</u>	<u>VALUATION</u>	<u>DESCRIPTION</u>
04/16/2025	15899	BOSTON PKWY	Next Level Builders	\$66,948	Covered patio roof
TOTAL				\$66,948	
YTD CALENDAR				\$696,498	
YTD FISCAL				\$1,955,464	

RESIDENTIAL REMODEL

<u>DATE</u>	<u>NO.</u>	<u>STREET</u>	<u>APPLICANT</u>	<u>VALUATION</u>	<u>DESCRIPTION</u>
04/01/2025	3662	177TH CT	Primetime Remodels	\$17,439	Covered deck to 4 seasons room
04/15/2025	10556	RICARDO RD	First Call Restoration	\$0	Fire repairs
04/17/2025	1438	120TH ST	Croese & Lemke Construction	\$0	Laundry room remodel
04/25/2025	3465	BERKSHIRE PKWY	Homeowner	\$23,916	Covered deck to 4 seasons room
04/25/2025	9895	LINCOLN AVE	Homeowner	\$0	Remove non load-bearing wall
TOTAL				\$41,355	
YTD CALENDAR				\$206,700	
YTD FISCAL				\$763,770	



1900 NW 114th ST
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April 2025
COMMERCIAL PERMIT ACTIVITY

NEW COMMERCIAL

<u>DATE</u>	<u>NO.</u>	<u>STREET</u>	<u>APPLICANT</u>	<u>VALUATION</u>	<u>DESCRIPTION</u>
				TOTAL	\$0
				YTD CALENDAR	\$0
				YTD FISCAL	\$2,596,113

COMMERCIAL ADDITIONS

<u>DATE</u>	<u>NO.</u>	<u>STREET</u>	<u>APPLICANT</u>	<u>VALUATION</u>	<u>DESCRIPTION</u>
				TOTAL	\$0
				YTD CALENDAR	\$0
				YTD FISCAL	\$670,366

COMMERCIAL REMODEL

<u>DATE</u>	<u>NO.</u>	<u>STREET</u>	<u>APPLICANT</u>	<u>VALUATION</u>	<u>DESCRIPTION</u>
04/07/2025	1378	124TH ST	Austin Builders LLC	\$0	Enlarge existing soiled holding room
04/08/2025	1370	114TH ST	Margulies Property Management	\$20,101	Remodel
04/21/2025	8145	UNIVERSITY BLVD	Edge Commercial	\$292,384	Interior Remodel
04/28/2025	10095	HICKMAN CT	Erickson Balmer Construction	\$55,000	Remodel for office
				TOTAL	\$367,484
				YTD CALENDAR	\$1,400,664
				YTD FISCAL	\$9,036,368



Memo

TO: Mayor and Council members

FROM: Clay Garcia, Fire Chief

DATE: May 22, 2025

RE: Fire Department Report - April 2025

SYNOPSIS:

Fire Department Report - April 2025

Attachments:

1. April 2025 Council Report



Memo

TO: Honorable Mayor, City Council, City Manager

FROM: Clayton Garcia, Fire Chief

DATE: 5/9/2025

RE: April 2025 Monthly Report

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



Memo

TO: Mayor and Council members

FROM:

DATE: May 22, 2025

RE: Leisure Services Report - April 2025

SYNOPSIS:

See attached report.

Attachments:

1. City Council Report - April 2025

Leisure Services Department

April 2025



Circulation Desk

Due to the renovation, the library no longer needed the current circulation desk. Library Furniture International custom-created the desk in 2018. As it is only seven years old, a decision was made to attempt to sell it to another library. It was placed on the State of Iowa library listserv on the 15th of April. By the end of the day, we had several emails of interest. Atlantic Public Library sent the Library Board President out on the 16th, and by midmorning on the 17th, Atlantic Public Library had purchased the desk. We will enjoy our current desk until the May closure and reopen in June with a new service desk. We will share pictures of our desk at its new home with the Atlantic Public Library when possible.



(Don't) Let the Pigeon Have a Party

The library celebrated Mo Willems's birthday on Saturday, April 5th, with a “(Don't) Let the Pigeon Have a Party” party. Children were able to make a cupcake as well as enjoy other fun crafts and scavenger hunts in the library. At the end of the event, children were even treated to a birthday surprise. We had almost 200 patrons help us celebrate this birthday party.



Early Bird Season Pool Pass Record

Our annual discount sale period for Clive Aquatic Center season passes resulted in a record. 584 purchases were made, resulting in over \$103,000 in revenue sold between November 1 – March 31.

Clive Trash Bash

On April 25, over 110 volunteers assisted our Parks and Recreation team with our city-wide cleanup. Over 100 trash bags full of litter and trash were removed from Clive parks, trails, and public spaces.

Outdoor Sports Leagues Kickoff at Campbell Park

The official kickoff of spring is the return of our softball and sand volleyball leagues at Campbell Park! Softball leagues began April 28 and sand volleyball begins May 5.

Seasonal Hiring Completed

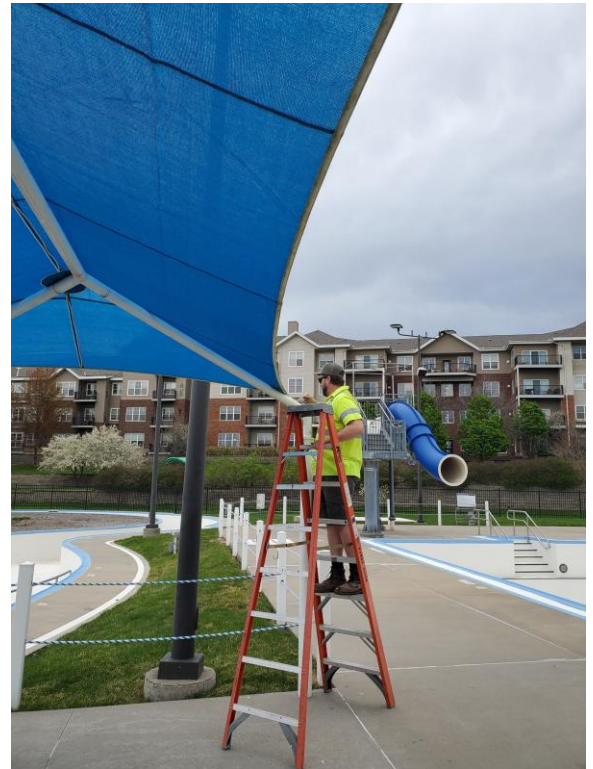
All Clive Aquatic Center hiring has been completed, This is a huge win and success for the Recreation team. We are fully staffed with time to spare. Over 130 employees will help us operate Clive Aquatic Center with another 20 recreation program staff and facility supervisors.

Facilities Maintenance

Staff continue to prepare the Aquatic Center for the 2025 season consisting of pool painting, installing UV bulbs, pressure washing the pools, canopy installation, deck caulking and filter media installation. Park shelters were also opened in the month of April consisting of water meter, backflow, toilet and sink installation.

Shadow Creek Pond

Natural Resource team has begun treatments of the shadow Creek Pond, targeting weeds and invasive species. This also includes the treatment of algae to reduce the amount of surface coverage of the detention pond for visual and recreational use. These treatments are done with the use of boat and liquid chemicals.



Parks

Parks staff along with 29 Waukee Apex student volunteers spent Arbor Day planting trees and shrubs in the Greenbelt. 50 native trees and 30 shrubs were planted along the oxbow channels near the 108th Street trail connections. Some of the native trees and shrubs species selected for this planting are Bur Oak, Swamp White Oak, Black Cherry, American Sycamore, Hickory, and Elderberry shrubs just to name a few. The trees and shrubs selected will help ensure a diverse canopy in the Greenbelt for future visitors to enjoy.

Volunteers

Recreation hosted 123 volunteers, 8 for goats and 115 volunteers for Clive Trash Bash for a total of 238 volunteer hours. The library had 12.5 volunteer hours at the Clive Public Library main branch and 31.5 hours at the Harbach Center for a total of 44 hours. Parks had 45 cumulative hours during Arbor Day tree planting.

2024-25 Policy Agenda Actions: Top Priority

Target	Milestones	Orig	Rev	Lead	Status
Greenbelt Landing Project: Bid and Construction	CC Decision: All Construction Bids Approval	Sep-24	Sep-24	LS	Done
	Army Corps Permit and EPA NEPA Approvals	Sep-24	Apr-25	LS	In Progress
	Groundbreaking Ceremony	Oct-24	Oct-24	LS	Done
	Kickoff small donation campaign	Oct-24	Oct-24	LS	Done
	Construction starts	Oct-24	Oct-24	LS	Done
	Substantial construction complete	Jul-25	Oct-25	LS	In Progress
	Clive Festival	Jul-25	Jul-26	LS	Not Started
	Construction complete	Oct-25	May-25	LS	Not Started
	Development of Programming for New GB Landing	Aug-25	Dec-25	LS	Not Started

2024-25 Policy Agenda Actions: High Priority

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

2024-25 Policy Agenda Actions: Moderate Priority

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

2024-25 Policy Agenda Actions: Low Priority

Target	Milestones	Orig	Rev	Lead	Status
Publicly Owned Pond Maintenance - Shadow Creek and Others: Neighborhood Expectations and Engagement	Prepare plan/report for the neighborhood meeting	Sep-24	Sep-24	LS	Done
	Meeting w/ Shadow Creek Pond residents	Sep-24	Sep-24	LS	Done
	Prepare policy statement on pond management	Nov-24	Feb-25	LS	In Progress
	CC Decision: Policy Statement for Adoption	Dec-24	Mar-25	LS	Not Started
	Funding: Prepare funding request for aeration (if need)	Dec-24	Dec-24	LS	N/A
	Budget Workshop: FY 25-26 Budget Direction	Feb-25	Feb-25	LS	Not Started
	Prepare pond mgmt plan covering all city ponds	Apr-25	Apr-25	LS	Not Started
	CC Decision: FY 25/26 Budget Approval	Apr-25	Apr-25	LS	Not Started
Dog Park: Concept, Best Practices, Options, Locations, Direction and Funding	Communicate mgmt plan to all adjacent property own	May-25	May-25	LS	Not Started
	Report on best practices	Nov-24	Mar-25	LS	In Progress
	Develop a program and concept for a Clive dog park	Feb-25	Apr-25	LS	In Progress
	Identify potential locations for dog park (3)	Apr-25	Apr-25	LS	In Progress
	Develop cost estimates for each potential location (3)	Jun-25	Jun-25	LS	In Progress
Greenbelt Strategic Land Acquisition: Direction and Funding	CC Presentation/Direction: Dog Park Concepts	Aug-25	Aug-25	LS	Not Started
	Develop document of potential land acquisitions	Apr-25	Apr-25	LS	Not Started
	Prioritize highest priority targets for acquisitions	Jun-25	Jun-25	LS	Not Started
	Apply for REAP grant	Aug-25	Aug-25	LS	Not Started
	CC Presentation/Report: Broad Plan and Future Steps	Aug-25	Aug-25	LS	Not Started
	Begin first acquisitions	Oct-25	Oct-25	LS	Not Started
	First Acquisitions completed	Mar-26	Mar-26	LS	Not Started

2024-25 Management Agenda Actions: Top Priority

Target	Milestones	Orig	Rev	Lead	Status
City-Owned Flood Buyout Property - Short-Term Re-Use Strategy for Temporary Park	Survey of potential park uses	Sep-24	Sep-24	LS	Done
	Prepare conceptual plan for temporary park uses	Dec-24	Dec-24	LS	Done
	Present conceptual uses to Parks, Rec, Art Board	Jan-25	Jan-25	LS	Done
	CC Presentation/Decision: Park Conceptual Plan	Jan-25	Jan-25	LS	Done
	Completion of first phase of improvements	Jun-25	Jun-25	LS	In Progress
	Completion of second phase of improvements	TBD	TBD	LS	Not Started

Linnan Park A) Park Redevelopment B) Harbach Blvd - Phase 2 Concepts C) Stormwater Plan	A. Amenity survey for playground, shelter, spray	Sep-24	Sep-24	LS	Done
	A. CC Presentation: Survey Results of concepts	Oct-24	Oct-24	LS	Done
	A. Public Meeting on updated concepts, Harbach	Oct-24	Oct-24	LS	Done
	A. 50% Design reviewed by staff	Nov-24	Nov-24	LS	Done
	A. 90% Design reviewed by staff	Dec-24	Feb-25	LS	In Progress
	A. Finalize Land Acquisition for Park	Dec-24	Feb-25	LS	In Progress
	A. Funding: Apply for Prairie Meadows Grant	Feb-25	Feb-25	LS	In Progress
	A. Site Plan Submittal	Feb-25	Jan-25	LS	Done
	A. Design 100% Plan set completed	Feb-25	Feb-25	LS	In Progress
	A. Bid docs, plans and specifications completed	Mar-25	Mar-25	LS	In Progress
	A. CC Decision: Site Plan, Plans and Specs, Bids	Apr-25	Apr-25	LS	Not Started
	A. Construction Starts	May-25	May-25	LS	Not Started
	A. Groundbreaking ceremony	Jun-25	Jun-25	LS	Not Started
	A. Construction completed	Jun-26	Jun-26	LS	Not Started
	B. Staff presented concepts by SmithGroup/V&K	Sep-24	Sep-24	LS	Done
	B. Revisions of concepts	Oct-24	Nov-24	LS	Done
	B. Final concepts from consultant	Nov-24	Dec-24	LS	Done
	B. City Staff starts design based off concepts	Jan-25	Jan-25	LS	Done
	C. Report: Draft report from consultant delivered	Sep-24	Dec-24	LS	Done
	C. Final Report: Consultant delivers final report	Nov-24	Dec-24	LS	Done

2024-25 Management Agenda Actions: Low Priority

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

2024-25 Management In Progress

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

2024-25 Major Projects

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



Memo

TO: Mayor and Council members

FROM: Mark Rehberg, Captain / Operations Commander

DATE: May 22, 2025

RE: Police Department Report - April 2025

SYNOPSIS:

Police Department Monthly report for April 2025.

Attachments:

1. Monthly April 2025



Clive Police Department

Monthly Report April 2025





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Mission, Vision & Values

Mission

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

Vision Statement

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

Values

Committed - Striving for accountability, effectiveness, and equality.

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

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

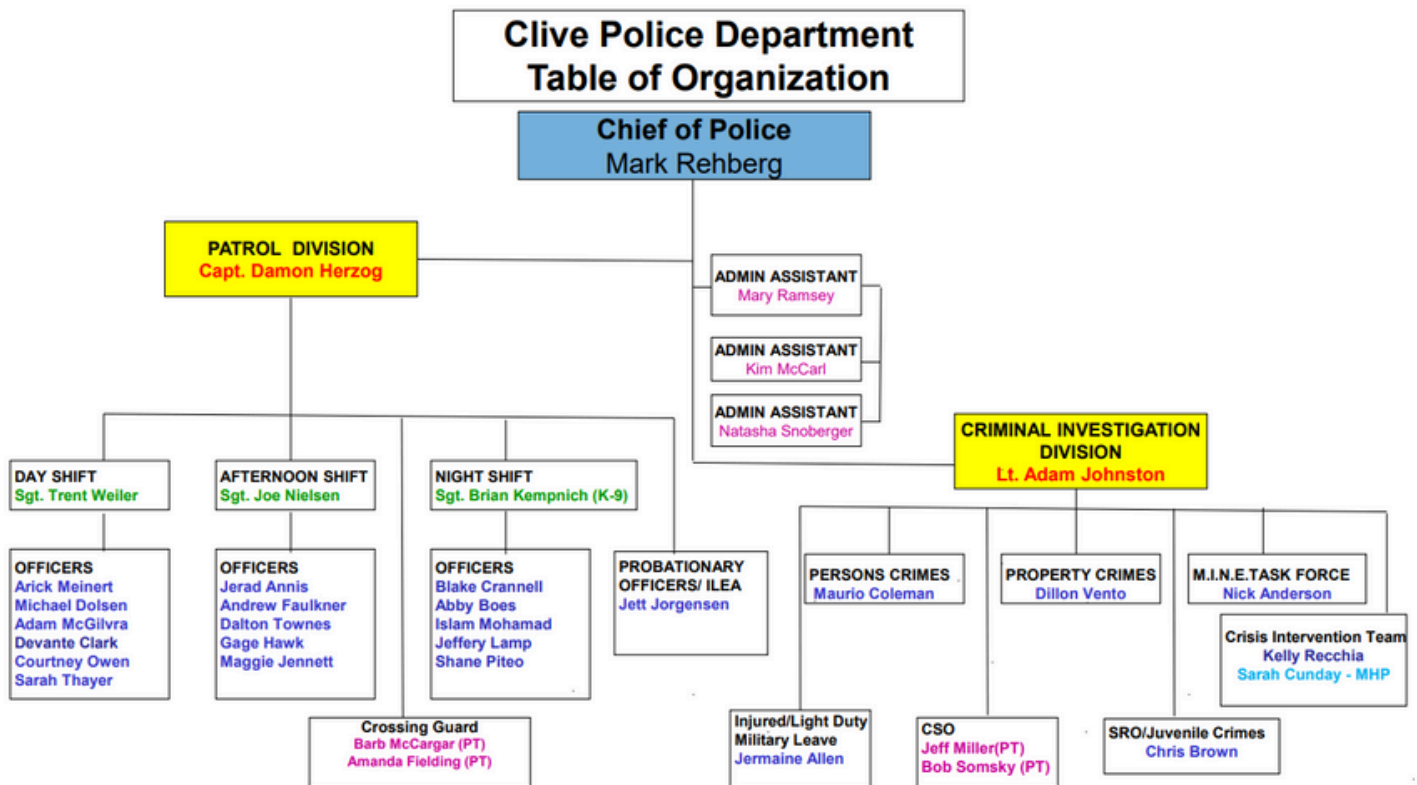


Committed - Professional - Determined

“WE COME WHEN WE ARE CALLED”



Organization & Staffing



Staffing

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

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

Calls for Service and Dispatch Area

Dispatch Incident Distribution					
Agency	April		YTD		
	2024	2025	2024	2025	%
Calls for Service	1131	1248	4932	4853	-2%
Incident reports	149	151	597	609	2%
Adult Arrests (On view)	41	34	216	165	-31%
Juvenile Arrests (On view)	4	3	13	8	-62%
Traffic Citations/Warnings	266	317	1143	1122	-2%

Crash Data

Motor Vehicle Crash (MVC)					
Crash Type	April		YTD		
	2024	2025	2024	2025	% Change
Fatal	0	0	0	0	0%
Injury	9	5	23	19	-21%
Property Damage	34	51	139	191	28%
Total	43	56	162	210	23%

Special Unit Activity

Crisis Intervention Team (CIT)				
Response Type	April		YTD	
	2024	2025	2024	2025
Mental Health-related Calls	5	23	36	79
Diversion/Referral	2	8	10	30
Clive Behavioral	0	1	13	19
Ed Thomas Notification	0	0	0	3
Total	15	39	59	131

K9 Deployments and Activity

K9 Deployments				
Deployment Purpose	April		YTD	
	2024	2025	2024	2025
Narcotics Search	--	21	--	82
Tracking	--	2	--	4
Total Arrests	--	13	--	40

Evidence Located			
Drug Type/Quantity	April 2025		
Methamphetamine	154 g	U. S. Currency	
Marijuana	63.7 g	Items of Evidence	
LSD	5 g		
Fentanyl	2 g		
Ecstasy	5 g		

On 4-15-25 K9 Dutch and Sergeant Kempnich went to Crestview Elementary School and did a K9 demonstration for the second graders.



Group A and B Offenses



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

Clearance Rate

Type	Group A Crimes				
	April		YTD		
	2024	2025	2024	2025	% Change
Crimes v. Persons	11	8	48	48	0%
Crimes v. Property	24	20	107	101	-3%
Crimes v Society	8	9	57	61	6%
Total "A" Offences	43	37	225	210	-7%
Hate Crimes	--	--	--	--	--
LEOKA	--	2	--	3	
Clearance Rate	34.88%	43.24%	--	--	

Highlights & Outreach

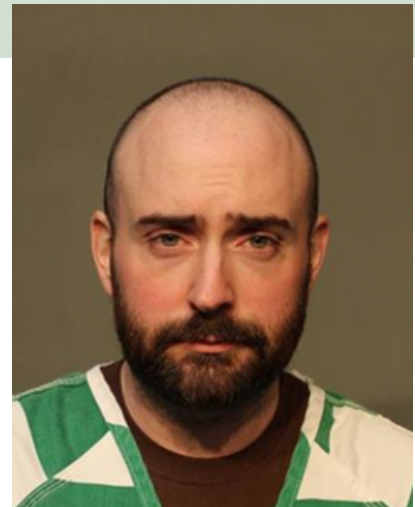
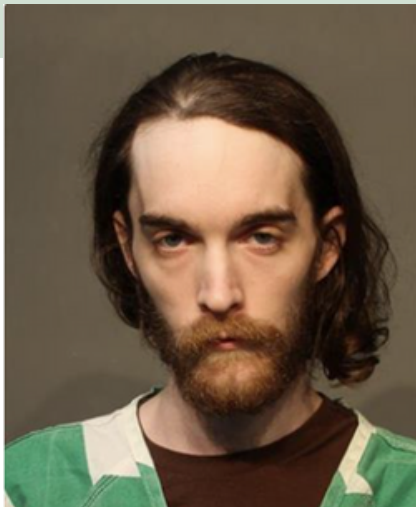
Driver hits pole, reports car stolen

Officer Shane Piteo located a vehicle sitting in the middle of the roadway with heavy front-end damage, and he observed a trail of fluids that originated from NW 84th Street near University Blvd, near a power pole and utility box that had been damaged. Officer Piteo ran the license plate through NCIC which showed the vehicle to be stolen out of Des Moines. After making contact with the owners of the vehicle, their son confessed to crashing the vehicle and then reporting it stolen. The male Juvenile charged with Hit and Run.



Armed subjects arrested outside local business

Officers were dispatched to 1775 NW 86th Street World Liquor on a subject with gun. When Officers from Clive, Urbandale, and West Des Moines arrived they were able to locate the suspect vehicle in the parking lot and it had two males in it. The driver Jacob Kerr then started to back out of the parking spot it was in and struck a West Des Moines Patrol car. Kerr and the passenger Michael Davis were held at gun point until they could safely be taken into custody. Located on Kerr's person was a Taurus Judge revolver and Davis had the AR rifle sitting in between his legs on the passenger seat. It was later discovered that Kerr was a convicted felon, and Davis was under the influence of a narcotic. Both subjects were transported to the Polk County Jail.



From the desk of our Drug Recognition Expert



Officer Maggie Jennett stopped a vehicle in the 14900 block of Hickman Road. While talking to the driver, she could smell the odor of marijuana coming from the vehicle and the driver appeared to be under the influence of a narcotic. Marijuana was located in the vehicle. Officer Jennett, who is a Drug Recognition Expert, had the driver perform SFST's and additional tests to see if she is impaired on any type of narcotic. Officer Jennett came to the conclusion that the driver was under the influence of marijuana. This was confirmed by a urinalysis.

Police use Drone to capture domestic violence suspect

Officer Townes assisted Urbandale officers on a domestic case after the suspect fled a house. Using the infrared camera on our drone, Townes was able to locate the suspect and direct officers to his location where he was arrested without incident.



Hawk and Flock prevents victim from being scammed



Officer Hawk was dispatched to a residence to check on a female after her bank called police to report that she had withdrawn a large amount of cash, and they felt she was going to be a victim of a scam. Not being able to locate the female, Officer Hawk used the FLOCK system to find the victims vehicle. Once he identified what part of the city she was in, he located a nearby Bitcoin ATM on Google. Hawk went to that location and located the female in the parking lot. Fortunately she still had her money with her, and Officer Hawk was able to prevent the loss of her money.



Detective Chris Brown

Detective Brown started with the Clive Police Department in 2013. Originally from the Dallas, Texas area, he came to Iowa to play football for Iowa State University. Following graduation, he worked briefly at the Woodward Academy, then came to Clive. He has worked assignments in patrol, and currently serves as the School Resource Officer for Crestview School of Inquiry and Indian Hills, in the West Des Moines School district and Shuler Elementary in the Waukee School district. Chris has made such a positive impact in his role as SRO, that he was extended for a second stint following his first 3 year appointment. He has had the opportunity to work with kids from feeder schools into middle school so he has had a unique experience working with these kids for many years. In some cases into Valley High School, where he serves as a football coach for the Tigers.



Memo

TO: Mayor and Council members

FROM: Tiernyn Potratz, Administrative Assistant

DATE: May 22, 2025

RE: Public Works Report - April 2025

SYNOPSIS:

Public Works Report - April 2025

Attachments:

1. April 2025 Monthly Report

Clive Public Works

April 2025

Monthly Report



April Events

- **April 3rd-4th**— APWA Iowa Chapter Spring Conference in West Des Moines. Attending: Farlow, Lewis, May, Stevens, and Tatman.
- **April 6th**— North American Snow Conference presented by APWA in Grand Rapids, MI. Attending: Freestone.
- **April 14th**— New Operations Specialists Zach Eblen and Andrew Peterson joined the department.
- **April 15th**— Public Works held their employee appreciation event for all city staff.
- **April 23rd**— LTAP held a Flagger Training for our operators in the newly remodeled break-room. See photo below.
- **April 26th**— Walnut Creek Watershed Festival hosted at the Windsor Heights Earth Day Festival at Colby Park. Attending: Cygan, McGuire, and Tokuhisa. See photo below..



2023-2024 Clive Strategic Plan

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

2024-25 Policy Agenda Actions: Top Priority

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

The southbound on-ramp from Hickman to I35/80 and the southbound off-ramp from I35/80 to University were closed on Monday, April 21, 2025. In addition, the northbound on-ramp from Hickman to I35/80 has also been closed. The contractor will have 120 working days to complete the work. The ramps will be closed until around early September, depending on weather.

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

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

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

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

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

The East Trail project has been let and was awarded to Howrey Construction in the amount of \$807,787.50 at the March 13, 2025 Council meeting. This work is currently scheduled to start in June.

Current Construction Schedule:	East Streambank work	Completed except for restoration
	East Trail reconstruction	Awarded—Starts in June
	West Streambank work	2025
	West Trail construction	2026

Street Services Level and Projects Strategy: PCI Data and Study Update (JM) – This includes an update of the PCI data and an update of the maintenance, rehabilitation and reconstruction costs included in the 2017 Study. The project will also include training of Clive’s Civil Engineer for the dTims software used to keep the PCI data. Council approved the Professional Services Agreement for the update at the December 12, 2024 Council meeting. A kickoff meeting for the update was held on January 6, 2025. HR Green is working on the update conducted a progress meeting on Friday, March 21, 2025. **HR Green presented draft report to staff on May 15, 2025.**

2024-25 Management Agenda Actions: Low Priority

WRA Parallel Trunk Sewer (JM) – The WRA is preparing to install a parallel trunk sewer that will pass through the Clive greenbelt from NW 73rd Street to west of NW 128th Street where it crosses Hickman Road into Urbandale. Staff met with the WRA’s consultant on August 7, 2023. Staff received 60% plans and met with the Consultant on July 25th 2024 to go over the plans. The WRA consultant has been working with impacted residents and has changed the alignment due to those discussions. Staff is currently waiting on the revised 90% plans for Phase 1, from west of I35/80 to the west/northwest. The Consultant will complete the acquisition plats in November and will begin contacting property owners. Phase 1 is planned to be let in July of 2025. The 60% plans for Phase 2 will be provided in January/February of 2025, with the Phase 2 letting planned for the spring of 2026. Staff has reviewed the 90% plans and provided comments. Snyder has let us know they plan to start property acquisitions. The City has received easement documents for the acquisitions the WRA needs from the City. Staff will forward them to Council after an agreement is reached for the payment for trees.

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

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

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

Staff is working on another funding opportunity for the project. Work continues on the design.

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

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

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

2024-25 Management In Progress

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

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

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

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

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

Lead/Copper Service Line Inventory Survey Completion (KF) - EPA released rule revisions that require cities to complete an inventory of the water services in their communities. The revision requires this inventory to be completed by October 16, 2024. Clive has required all services installed since 1999 to have copper services.

This means all services installed prior to 1999 must be inspected. Staff has created a survey that can be completed by homeowners to assist with the identification of the services. Information on the survey was sent out to residents in the October Newsletter. Staff sent out the first postcard campaign to encourage residents to provide the City with information on their services and received a very good response. Staff (Matthew Graham) found documentation of the City requiring copper on residential services starting in 1959. This has reduced the number of properties to inspect to less than 200. Staff has completed the inventory of all necessary properties submitted the data by the October 15, 2024 deadline. The City sent 45 letters to residents with potential galvanized water lines. Staff is currently inspecting the water services of the recipients of the letters as they call with questions. Staff (Matthew Graham) found documentation of the City requiring copper on residential services starting in 1959. This has reduced the number of properties to inspect to less than 200. Staff has completed the inventory of all necessary properties submitted the data by the October 15, 2024 deadline. The City sent 45 letters to residents with potential galvanized water lines. Staff is currently inspecting the water services of the recipients of the letters as they call with questions.

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

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

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

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

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

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

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

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

2024-25 Major Projects

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

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

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

Annual 2025 ACT Cabinet: Installation (JF/CS) - This project will include the replacement of the cabinet at NW 100th and Clark. This work will be completed in the summer of 2025.

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

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

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

2024 Walk/Don't Walk Countdown Signals: Installation (CS) – The materials have been received and staff will complete the installation by the end of 2025.

Public Works/MWA Recycling Pad Signage (JH/JS) – Staff has finalized the design and has submitted the drawings to the MWA to confirm that the design is acceptable to the MWA. Staff has reached out to the MWA to confirm the final design and the MWA has requested another copy of the plans. Final plans have been completed. Staff has completed pouring the pad, sidewalk, and approach. The contractor has installed the fence, and the pad is currently in use. **The MWA provided signage has been installed and this project is complete.**

Annual 2024 Pavement Rehabilitation Projects (JH/JC) – (A) Residential PCC Patching - This project was awarded at the February 8, 2024 Council meeting, to The Concrete Contracting Company in the amount of \$591,506.25. The preconstruction meeting was held on March 12, 2024. The Contractor has completed the work on this project. Staff is working on closing out the project. **(B) Arterial PCC Patching** – This project was awarded at the February 1, 2024 Council meeting, to The Concrete Contracting Company in the amount of \$985,337.50. The contractor has completed the work on this project and staff is working on closing out the project.

(C) Asphalt Overlay – (A) Annual HMA Project - The project was awarded at the March 14, 2024, to Des Moines Asphalt in the amount of \$508,646.30. A preconstruction meeting was held on April 18, 2024. The contractor has placed the asphalt overlay, sidewalks, and ramps. The contractor has completed the work on this project.

2024 Annual Pavement Rehabilitation Projects (JH/JC) – Asphalt Overlay - Country Club Boulevard – This is the work remaining from the 2024 Annual Pavement Rehabilitation Projects. A second asphalt overlay project on Country Club Boulevard was let and awarded to Des Moines Asphalt in the amount of \$626,036.25 at the June 27, 2024 Council meeting. **The contractor has completed the overlay and will be finishing up the man-hole box outs and sidewalk ramps in the next couple of weeks.**

2025 Annual Pavement Rehabilitation Projects (JH/JC) – (A) Residential PCC Patching – Staff has completed plans for this project and the project was awarded to The Concrete Company in the amount of \$634,965.00 at the March 13, 2025 Council Meeting. Contractor intends to start work this summer. **(B) Arterial PCC Patching** – This project was let on February 4, 2025 and was awarded to SKOL Trucking, LLC, in the amount of \$418,691.00 at the February 13, 2025 Council meeting. The Contractor is tentatively planning to complete this work in June. **(C) Asphalt Overlay** – This project was let on February 4, 2025 and was awarded to Caliber Concrete in the amount of \$770,789.72 at the February 13, 2025 Council meeting. **The contractor has completed the PCC patching and staff is working to schedule the placement of the asphalt overlay.**

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

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

Emerald Isle Drive Reconstruction (JH/JC) – The developer plans to complete the sanitary sewer connection for the car wash this year. Street construction will start in the spring of 2025.

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

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

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

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

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

Annual City Owned Street Light Pole Painting (2025): Completion (JF/CS) - This will be completed in the summer of 2025.

Flashing School Safety Systems at Douglas Ave and Shuler Elementary (JF/CS) - This project includes the replacement of the school zone flashers. The funds to replace of the flashers will be included in the FY 26 budget request.

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

Forest Ave Water Main Replacement: Completion (JC) – Plans are complete and the project was let on February 18, 2025. The project was awarded to the Absolute Group in the amount of \$388,066.50 at the February 27, 2025 Council meeting. The work will begin when school is let out for the summer.

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

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

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



Memo

TO: Mayor and Council members

FROM: Elizabeth Hansen, Director of Administrative Services

DATE: May 22, 2025

RE: Treasurer's Report - April 2025

SYNOPSIS:

Please see the attached report.

Attachments:

1. April 25 Treasurer's Report

To the Mayor and City Council:

TREASURER'S MONTHLY REPORT - CITY OF CLIVE

April 30, 2025

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

CASH

FUND	Clerks' Balance Last Report	Revenue	Expenditures	Flex PR Clearing - Net Change	Clerk's Balance	Outstanding Checks	Treasurer's Balance
GENERAL	9,031,513.02	5,864,190.37	2,532,183.76	619.60	12,364,139.23	1,396,005.41	10,968,133.82
ROAD USE	1,448,657.17	217,841.94	112,419.15	-	1,554,079.96	11,802.90	1,542,277.06
LOCAL OPTION SALES TAX	1,565,891.00	332,358.69	0.00	-	1,898,249.69	-	1,898,249.69
TIF	1,475,340.51	467,335.15	0.00	-	1,942,675.66	-	1,942,675.66
POLICE K-9	7,212.41	50.00	1,339.00	-	5,923.41	-	5,923.41
TRUST & AGENCY	2,548,574.23	1,041,407.59	254,995.97	-	3,334,985.85	31,951.27	3,303,034.58
POLICE SEIZURES	19,872.69	0.00	0.00	-	19,872.69	-	19,872.69
DEBT SERVICE	2,586,768.81	1,098,562.76	600.00	-	3,684,731.57	-	3,684,731.57
CAPITAL PROJECTS	37,531,272.48	813,400.98	1,717,336.59	-	36,627,336.87	115,938.32	36,511,398.55
SPECIAL ASSESSMENT	0.00	0.00	0.00	-	0.00	-	0.00
WATER UTILITY	9,370,318.75	383,840.91	284,588.71	-	9,469,570.95	4,686.97	9,464,883.98
WATER UTILITY DEPOSIT	369,961.37	4,550.00	3,165.65	-	371,345.72	2,153.47	369,192.25
WATER IMPROVEMENT	7,988.15	0.00	0.00	-	7,988.15	-	7,988.15
SEWER UTILITY	6,755,106.56	316,109.21	199,018.03	-	6,872,197.74	1,095.77	6,871,101.97
STORM WATER	1,056,686.41	156,360.49	52,743.50	-	1,160,303.40	29,382.10	1,130,921.30
INTERNAL SERVICES	1,309,349.14	59,273.24	79,594.32	-	1,289,028.06	40,502.20	1,248,525.86
SUBTOTAL	75,084,512.70	10,755,281.33	5,237,984.68	619.60	80,602,428.95	1,633,518.41	78,968,910.54
PETTY CASH	700.00	0.00			700.00		700.00
TOTAL COMB CASH	75,085,212.70	10,755,281.33	5,237,984.68	619.60	80,603,128.95	1,633,518.41	78,969,610.54
EBS- PSF FUNDING	275,722.00	0.00	0.00	-	275,722.00	-	275,722.00
EBS- FLEX FUNDING*	95,578.33	6,816.20	8,813.89	-	93,580.64	-	93,580.64
GRAND TOTAL	75,360,934.70	10,755,281.33	5,237,984.68	619.60	80,878,850.95	1,633,518.41	79,245,332.54

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

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


Finance Manager


Director of Administrative Services/ Treasurer

CITY OF CLIVE
COMBINED CASH INVESTMENT
APRIL 30, 2025

COMBINED CASH ACCOUNTS

999-10100	CASH	80,261,839.95	
999-10101	PETTY CASH	700.00	
999-10106	EBS- PSF	275,722.00	
999-10110	XPRESS DEPOSIT ACCOUNT	340,589.00	
TOTAL COMBINED CASH			80,878,850.95
TOTAL ALLOCATED CASH			(80,878,850.95)
TOTAL UNALLOCATED CASH			.00

CASH ALLOCATION RECONCILIATION

1	ALLOCATION TO GENERAL FUND		12,364,139.23
110	ALLOCATION TO ROAD USE TAX		1,554,079.96
121	ALLOCATION TO LOCAL OPTION SALES TAX		1,898,249.69
123	ALLOCATION TO TIF FUND		1,942,675.66
167	ALLOCATION TO POLICE K9	5,923.41	
168	ALLOCATION TO T & A FUND - BENEFITS & INSUR	3,284,453.29	
169	ALLOCATION TO T & A FUND - LIBRARY	22,011.44	
170	ALLOCATION TO T & A FUND - PUBLIC ART MAINT	21,102.00	
172	ALLOCATION TO PSF- EBS ACCOUNT	275,722.00	
174	ALLOCATION TO T & A FUND - PARK RESERVE	8,011.31	
TOTAL T&A			3,617,223.45
177	ALLOCATION TO FORFEITURES/EQUITABLE SHARING		(592.19)
178	ALLOCATION TO POLICE SEIZURES		19,872.69
200	ALLOCATION TO DEBT SERVICE		3,684,731.57
330	ALLOCATION TO CAP PJTS - TIF PROJECTS	23,263.39	
331	ALLOCATION TO CAP PJTS - AMERICAN RESCUE PLN	436,467.99	
332	ALLOCATION TO CAP PJTS - SOIL QUALITY RES	21,978.95	
334	ALLOCATION TO CAP PJTS-TRAFFIC IMPROVE & SAF	118,804.53	
337	ALLOCATION TO CAP PJTS - PUBLIC SAFETY FACIL	24,839.15	
338	ALLOCATION TO CAP PJTS - PW ROOF AND DOORS	35,185.04	
339	ALLOCATION TO CAP PJTS -NW 86TH LAND ACQ	86,398.85	
340	ALLOCATION TO CAP PJTS- UNIV BLVD FLD MIT PL	(95,318.91)	
341	ALLOCATION TO CAP PJTS - FLOOD ALERT	38,330.39	
342	ALLOCATION TO CAP PJTS - FLOOD PRONE PROPERT	2,256,220.71	
345	ALLOCATION TO CAP PJTS - EMERALD ISLE DEVEL	368,008.97	
346	ALLOCATION TO CAP PJTS - 2022 HMGP SUBAWARD	506,423.50	
348	ALLOCATION TO CAP PJTS - FLD BUYOUT TEMP PK	220,360.00	
350	ALLOCATION TO CAP PJTS- CITY FACILITY IMPR	3,159,752.63	
351	ALLOCATION TO CAP PJTS - CODE ENF PROJ	(23,250.00)	
354	ALLOCATION TO CAP PJTS -2025 FIRE ENGINE	834,847.97	
356	ALLOCATION TO CAP PJTS - WEST PET	18,618.91	
357	ALLOCATION TO CAP PJTS - WATER RESOURCE GRTS	542.05	
358	ALLOCATION TO CAP PJTS - TREE SALE	17,949.80	
366	ALLOCATION TO CAP PJTS-PORTER SHELTER AREA	209,588.00	
369	ALLOCATION TO CAP PJTS - CAMPBELL REC AREA	31,977.00	
371	ALLOCATION TO CAP PJTS - N NEIGHB PK LAND	66,394.90	
372	ALLOCATION TO CAP PJTS -CANARY PARK DEVELOP	24,199.22	
374	ALLOCATION TO CAP PJTS - GREENBELT LANDING	5,922,996.38	
375	ALLOCATION TO CAP PJTS - GREENBELT MGMT PLAN	142,792.11	

CITY OF CLIVE
COMBINED CASH INVESTMENT
APRIL 30, 2025

381	ALLOCATION TO CAP PJTS -82ND ST TRL PROJ	(	30,000.00)	
382	ALLOCATION TO CAP PJTS - 86TH ST IMPL PLAN		40,000.00	
387	ALLOCATION TO CAP PJTS - LINNAN PK		4,997,883.67	
388	ALLOCATION TO CAP PJTS - INDIAN HILLS PARK		181,467.79	
389	ALLOCATION TO CAP PJTS - LITTLE WALNUT CREEK		8,101,348.66	
390	ALLOCATION TO CAP PJTS - CIRKSENA PARK		65,250.85	
391	ALLOCATION TO CAP PJTS - TRAIL PAVE/PARK CAP		22,638.53	
392	ALLOCATION TO CAP PJTS -CITY WIDE SIGN PROG		37,920.83	
393	ALLOCATION TO CAP PJTS - WALNUT HILLS STORMMW	(	51,181.28)	
395	ALLOCATION TO CAP PJTS - HARBACH RECON		110,610.07	
396	ALLOCATION TO CAP PJTS - NW 128TH & HICKMAN		881,219.15	
399	ALLOCATION TO CAP PJTS - NW161ST/HICKMAN RD	(	484,106.73)	
400	ALLOCATION TO CAP PJTS - NW161ST/HICKMAN LP		894,254.84	
427	ALLOCATION TO CAP PJTS - STORM WATER CAPITAL		98,760.27	
429	ALLOCATION TO CAP PJTS - SEWER REHAB		228,232.79	
430	ALLOCATION TO CAP PJTS - METER/VALVE CHG OUT		79,104.54	
433	ALLOCATION TO CAP PJTS - SEWER CAPITAL		319,108.53	
435	ALLOCATION TO CAP PJTS - WATER CAPITAL		355,333.61	
436	ALLOCATION TO CAP PJTS - UNIV BLVD PUMP STAT		122,646.00	
440	ALLOCATION TO CAP PJTS -ALICES RD PH1 (1A)	(	48,606.42)	
442	ALLOCATION TO CAP PJTS -ALICES RD PHASE 2		55,700.00	
445	ALLOCATION TO CAP PJTS -ALICES RD PHASE 5	(	15,870.00)	
454	ALLOCATION TO CAP PJTS - NORTH NEIGHBOR IMPR		155,753.98	
457	ALLOCATION TO CAP PJTS - N NEIGH ARTERIAL RD		793,256.55	
462	ALLOCATION TO CAP PJTS - HICKMAN I-35/80 INT		317,310.67	
464	ALLOCATION TO CAP PJTS -ALICES RD IMPROV		3,921,099.79	
465	ALLOCATION TO CAP PJTS - NW 142ND ST PAVE RE		120,930.19	
468	ALLOCATION TO CAP PJTS - N NEIGHBOR ST LIGHT		2,656.01	
471	ALLOCATION TO CAP PJTS - 111TH & HICKMAN INT		691,633.34	
476	ALLOCATION TO CAP PJTS - FRANCHISE ST PROJ	(	533,308.68)	
480	ALLOCATION TO CAP PJTS - NW 99TH CT RECON		123,824.36	
482	ALLOCATION TO CAP PJTS-DEVELOPMENT PLANNING		8,289.65	
483	ALLOCATION TO CAP PJTS- AIRPORT TERMINAL		517,260.00	
485	ALLOCATION TO CAP PJTS - PUBLIC ART CAPITAL		99,543.78	
TOTAL PROJECTS				36,627,336.87
TOTAL SPECIAL ASSESMENTS				.00
600	ALLOCATION TO WATER UTILITY FUND		9,469,570.95	
601	ALLOCATION TO WATER UTILITY DEPOSIT FUND		371,345.72	
604	ALLOCATION TO WATER IMPROVEMENT FUND		7,988.15	
610	ALLOCATION TO SEWER UTILITY FUND		6,872,197.74	
740	ALLOCATION TO STORM WATER FUND		1,160,303.40	
810	ALLOCATION TO INTERNAL SERVICE FUND		809,109.06	
820	ALLOCATION TO INTERNAL SERVICE FUND		479,919.00	
830	ALLOCATION TO PETTY CASH FUND		700.00	

CITY OF CLIVE
COMBINED CASH INVESTMENT
APRIL 30, 2025

TOTAL	<u>19,171,134.02</u>
TOTAL ESCROW ACCOUNT	<u>.00</u>
TOTAL ALLOCATIONS TO OTHER FUNDS	<u>80,878,850.95</u>
ALLOCATION FROM COMBINED CASH FUND - 999-10111	<u>(80,878,850.95)</u>
ZERO PROOF IF ALLOCATIONS BALANCE	<u>.00</u>



Memo

TO: Mayor and Council members

FROM: Matthew Graham, City Clerk

DATE: May 22, 2025

RE: Approve 05/01/2025 City Council Minutes

SYNOPSIS:

Attachments:

1. cc Minutes 05_01_2025

**CLIVE CITY COUNCIL MEETING MINUTES
REGULAR MEETING
MAY 1, 2025
CLIVE PUBLIC SAFETY CENTER TRAINING ROOM**

Call to Order/Roll Call/Pledge of Allegiance

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

Approval of the Agenda

Eric Klein moved approval, seconded by Ted Weaver. Roll Call: Ayes: Ted Weaver, Michael McCoy, Susan Judkins, Eric Klein. Nays: None. Abstained: None. Motion carried.

Proclamation

1. 2025 Bike Month Proclamation - Presentation provided by Luke Hoffman, Iowa Bicycle Coalition.
2. 2025 National Police Week Proclamation
3. 2025 National Public Works Week Proclamation

Presentation

1. Public Works Process Improvement. Presentation provided by Public Works Supervisor Jeff Nuss regarding sandbag deployment carts.

Consent Items

Eric Klein moved approval, seconded by Ted Weaver. Roll Call: Ayes: Ted Weaver, Michael McCoy, Susan Judkins, Eric Klein. Nays: None. Abstained: None. Motion carried. 1. City Manager Memo; 2. Approve 04/24/2025 City Council Minutes; 3. Bill List; 4. Approve New Retail Alcohol Sales License Application - Love's Travel Stop #411 - 11820 Hickman Road; 5. Approve Retail Alcohol Sales License Renewal Application - Fareway Stores, Inc. #106 - 10151 University Avenue; 6. Approve Retail Alcohol Sales License Renewal Application - The Other Place - 12401 University Avenue; 7. Approve Retail Alcohol Sales License Renewal Application - Walgreens #07967 - 15601 Hickman Road; 8. Approve Retail Alcohol Sales License Renewal Application - Walgreens #05060 - 12753 University Avenue; 9. **Resolution 2025-132** Accepting Work - 2024 Residential PCC Pavement Rehabilitation Project; 10. **Resolution 2025-133** Accepting Work - 2024 Residential HMA Pavement Rehabilitation Project; 11. Approve Pay Request #2 - Des Moines Asphalt and Paving - Country Club Boulevard HMA Pavement Rehabilitation Project - \$173,869.00; 12. Approve Pay Request #2 - Concrete Technologies, Inc. - Alice's Road Phase 1A Reconstruction Project - \$254,218.10; 13. Approve Pay Request #2 - Caliber Concrete LLC - 2025 NW 138th HMA Overlay Project - \$127,222.74; 14. Approve Pay Request #12 - Alliance Construction Group - NW 114th Street Reconstruction - \$125,995.23; 15. **Resolution 2025-134** Approving Banking Services Agreement with Lincoln Savings Bank; 16. **Resolution 2025-135** Approving 2025 Bank Depositories and Maximum Balances; 17. **Resolution 2025-136** Approving Emerald Isle Drive Public Improvements Agreement Associated with Silverstar Addition Plat 01; 18. **Resolution 2025-137** Accepting 1st Amendment to Overland Flowage and Private Storm Sewer Easement for Shadow Creek Plat 8, Lot 37 - 17972 Tanglewood Drive; 19. **Resolution 2025-138** Authorizing the Submission of a Hazard Mitigation Assistance Grant Application- Indian Hills Flood Mitigation Plan; 20. **Resolution 2025-139** Authorizing Submission of a Hazard Mitigation Assistance Grant Application- University Boulevard Resilient Water Pump Station; 21. **Resolution 2025-140** Authorizing the Submission of a Hazard Mitigation Assistance Grant Application- North Raccoon Watershed (Metro Park West Landfill).

Action Items

1. **Public Hearing - Linnan Park Project.** Public Hearing Notice published 04/14/2025 in the Des Moines Register. Leisure Services Director Richard Brown presented the matter to the Council and recommended approval. Eric Klein moved to close the public hearing, seconded by Ted Weaver. Roll Call: Ayes: Ted Weaver, Michael McCoy, Susan Judkins, Eric Klein. Nays: None. Abstained: None. Motion carried.
 - a. **Resolution 2025-141 Approving Plans, Specifications, Form of Contract and Estimate of Costs.** Eric Klein moved to Approve Plans and Spec, seconded by Ted Weaver. Roll Call: Ayes: Ted Weaver, Michael McCoy, Susan Judkins, Eric Klein. Nays: None. Abstained: None. Motion carried.
 - b. **Receipt of Bids.** Eric Klein moved to receive the bids, seconded by Ted Weaver. Roll Call: Ayes: Ted Weaver, Michael McCoy, Susan Judkins, Eric Klein. Nays: None. Abstained: None. Motion carried.
 - c. **Resolution 2025-142 Setting Date of Public Hearing (05/22/2025, 6:00 p.m.) to Consider Plans, Specifications and Taking of Bids for Bid Package #1, Grading and Utilities for Linnan Park Project.** Eric Klein moved approval, seconded by Ted Weaver. Roll Call: Ayes: Ted Weaver, Michael McCoy, Susan Judkins, Eric Klein. Nays: None. Abstained: None. Motion carried.
 - d. **Linnan Park Name Discussion.** Leisure Services Director Richard Brown presented the matter to the Council and facilitated discussion.
2. **Utility Rate Adjustments - FY26.** Director of Administrative Services Elizabeth Hansen presented the matter to the Council and recommended approval.
 - a. **3rd Consideration of Proposed Ordinance No. 1159 pertaining to Water Rates.** Michael McCoy moved approval, seconded by Susan Judkins. Roll Call: Ayes: Ted Weaver, Michael McCoy, Susan Judkins, Eric Klein. Nays: None. Abstained: None. Motion carried.
Mayor Edwards declared Ordinance No. 1159 enacted.
 - b. **3rd Consideration of Proposed Ordinance No. 1160 pertaining to Sewer Rates.** Michael McCoy moved approval, seconded by Susan Judkins. Roll Call: Ayes: Ted Weaver, Michael McCoy, Susan Judkins, Eric Klein. Nays: None. Abstained: None. Motion carried.
Mayor Edwards declared Ordinance No. 1160 enacted.
 - c. **3rd Consideration of Proposed Ordinance No. 1161 pertaining to Stormwater Rates.** Michael McCoy moved approval, seconded by Susan Judkins. Roll Call: Ayes: Ted Weaver, Michael McCoy, Susan Judkins, Eric Klein. Nays: None. Abstained: None. Motion carried.
Mayor Edwards declared Ordinance No. 1161 enacted.
 - d. **Resolution 2025-143 Approving Revised Solid Waste Rates.** Michael McCoy moved approval, seconded by Susan Judkins. Roll Call: Ayes: Ted Weaver, Susan Judkins, Eric Klein. Nays: None. Abstained: Michael McCoy. Motion carried.
3. **Candidate Interviews and Consideration to Fill City Council Vacancy.** Notice of intent to appoint was published in the Des Moines Register 03/17/2025. The City Council interviewed the following candidates for appointment to the vacant City Council seat:
 - a. Dave Roszak - Provided pre-recorded answers to interview questions. Video can be viewed here: https://youtu.be/GyFAP0T4_M4
 - b. Fabian Perez
 - c. Jeffrey Faber - withdrew application.
 - d. Breanne Hocker
 - e. Andrew Bovard
 - f. Gisele Crowe - withdrew application.
4. **Motion to Appoint _____ to fill the City Council vacancy, with the appointment to remain in effect until the next regular city election, or until a successor is elected**

and qualified following a special election pursuant to Iowa Code § 372.13(2)(a)(2). Item was deferred until the 05/22/2025 Regular City Council Meeting.

Correspondence

1. FOCUSS Youth Crisis Center & Mobile Crisis Team (MCT)

Reports

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

The meeting was adjourned at 8:03 p.m.

Matthew D. Graham, City Clerk

John D. Edwards, Mayor



Memo

TO: Mayor and Council members

FROM: Matthew Graham, City Clerk

DATE: May 22, 2025

RE: Bill List

SYNOPSIS:

Attachments:

1. 20250519112331565

Date Paid	Vendor Name	Description	Amount Paid
05/19/2025	ACCO	POOL CHEMICALS	3,527.00
05/19/2025	ADAIR HOLDINGS LLC	REFUND DEPOSIT	24.13
05/02/2025	AFLAC	CURRENT PAY WITHHOLDING AFLAC PRE TAX Pay Period: 4/26/2025	91.32
05/16/2025	AFLAC	CURRENT PAY WITHHOLDING AFLAC PRE TAX Pay Period: 5/10/2025	91.32
05/19/2025	AIA CORPORATION	UNIFORM ALLOWANCE - CARDWELL PANTS, SHORTS, SWEATSHIRT	147.83
05/19/2025	AIA CORPORATION	UNIFORM ALLOWANCE - KALLEM JOBSHIRT	77.43
05/19/2025	AIA CORPORATION	UNIFORM ALLOWANCE - POWELL SWEATSHIRT	77.43
05/19/2025	AIA CORPORATION	UNIFORM ALLOWANCE - SMITH JOBSHIRT, CAP	138.23
05/19/2025	AIA CORPORATION	UNIFORM ALLOWANCE - PIER SMA	200.55
05/19/2025	AIA CORPORATION	UNIFORM ALLOWANCE - GLAZA SHORTS	114.48
05/19/2025	AIA CORPORATION	UNIFORM ALLOWANCE - HUDSON PANTS, BELT, SWEATSHIRT	154.50
05/19/2025	AIA CORPORATION	UNIFORM ALLOWANCE - MEASE	43.10
05/01/2025	ALLIANCE CONSTRUCTION GROUP LLC	NW 114TH ST RECON PAY REQ 12	125,995.23
05/19/2025	ALPHA LANDSCAPES	REFUND DEPOSIT	1,734.86
05/19/2025	AMAZON CAPITAL SERVICES	TRAFFIC SUPPLIES	48.69
05/19/2025	AMAZON CAPITAL SERVICES	CAMPBELL CONCESSIONS	36.95
05/19/2025	AMAZON CAPITAL SERVICES	SUPPLIES	53.64
05/19/2025	AMAZON CAPITAL SERVICES	SUPPLIES	29.98
05/19/2025	AMAZON CAPITAL SERVICES	OFFICE SUPPLIES	71.11
05/19/2025	AMAZON CAPITAL SERVICES	SUPPLIES	18.72
05/19/2025	AMAZON CAPITAL SERVICES	PERIPHERALS	41.15
05/19/2025	AMAZON CAPITAL SERVICES	CHARGING CABLE AND ADAPTERS	106.76
05/19/2025	AMAZON CAPITAL SERVICES	NFPA/LIVE FIRE TRAINING BOOKS	255.96
05/19/2025	AMAZON CAPITAL SERVICES	CAMPBELL CONCESSIONS	74.46
05/19/2025	AMAZON CAPITAL SERVICES	VB LEAGUE SUPPLIES	239.94
05/19/2025	AMAZON CAPITAL SERVICES	SCBA LIQUID GERMICIDAL CLEANER	69.62
05/19/2025	AMAZON CAPITAL SERVICES	LIFEGUARD TRAINING EQUIPMENT	124.55
05/19/2025	AMAZON CAPITAL SERVICES	U322 MOUNTED LIGHT BAR	27.68
05/19/2025	AMAZON CAPITAL SERVICES	TRASH BASH SUPPLIES	236.32
05/19/2025	AMAZON CAPITAL SERVICES	OFFICE SUPPLIES	476.87
05/19/2025	AMAZON CAPITAL SERVICES	PARTS	98.73
05/19/2025	AMAZON CAPITAL SERVICES	WHEELS FOR CHAINSAW SHARPENING STATION	23.97
05/19/2025	AMAZON CAPITAL SERVICES	CHAINSAW TOOL	13.56
05/19/2025	AMAZON CAPITAL SERVICES	CODE BOOKS	967.26
05/19/2025	AMAZON CAPITAL SERVICES	COAT RACKS	89.79
05/19/2025	AMAZON CAPITAL SERVICES	LUIGI GAME	49.00
05/19/2025	AMAZON CAPITAL SERVICES	SUPPLIES	77.32
05/19/2025	AMAZON CAPITAL SERVICES	PLANNING SUPPLIES	266.68
05/19/2025	AMAZON CAPITAL SERVICES	COFFEE POT REPLACEMENT	63.08
05/19/2025	AMAZON CAPITAL SERVICES	SPOTLIGHT REPLACEMENT	70.28
05/19/2025	AMAZON CAPITAL SERVICES	PRINTER INK	223.45
05/19/2025	AMAZON CAPITAL SERVICES	EQUIPMENT MAINT	17.99
05/19/2025	AMAZON CAPITAL SERVICES	PARTS	44.14
05/19/2025	AMAZON CAPITAL SERVICES	UNIFORM ALLOWANCE - KALLEM BOOTS	120.00
05/02/2025	AMERITAS LIFE INSURANCE GRP- VISION	CURRENT PAY WITHHOLDING VISION INSURANCE Pay Period: 4/26/2025	530.48
05/16/2025	AMERITAS LIFE INSURANCE GRP- VISION	CURRENT PAY WITHHOLDING VISION INSURANCE Pay Period: 5/10/2025	530.48
05/19/2025	ARNOLD MOTOR SUPPLY	CREDIT	104.17-
05/19/2025	ARNOLD MOTOR SUPPLY	PARTS	53.16
05/19/2025	ARNOLD MOTOR SUPPLY	STOCK PARTS	20.95
05/19/2025	ARNOLD MOTOR SUPPLY	STOCK PARTS	179.51
05/19/2025	ARNOLD MOTOR SUPPLY	STOCK FILTERS	186.84
05/19/2025	ARNOLD MOTOR SUPPLY	#729 PARTS	62.16
05/19/2025	ARNOLD MOTOR SUPPLY	#729 PARTS	164.80
05/19/2025	ARNOLD MOTOR SUPPLY	#735 PARTS	151.92
05/19/2025	ARNOLD MOTOR SUPPLY	SHOP TOOLS	102.99
05/19/2025	ARNOLD MOTOR SUPPLY	#735 PARTS	141.35
05/19/2025	AT & T MOBILITY	PATROL CELL PHONES	640.50
05/19/2025	AT & T MOBILITY	EMS CELL PHONES	176.15

Date Paid	Vendor Name	Description	Amount Paid
05/19/2025	AT & T MOBILITY	GPS DATA PLAN	35.29
05/19/2025	ATLANTIC BOTTLING	CAMPBELL CONCESSIONS	284.36
05/19/2025	AUREON COMMUNICATIONS	INTERNET CH	688.00
05/19/2025	BAE DERKENNE CONSTRUCTION	REFUND DEPOSIT	325.00
05/19/2025	BAKER & TAYLOR BOOKS	BOOKS ADULT-HARBACH	34.19
05/19/2025	BAKER & TAYLOR BOOKS	BOOKS- ADULT	142.41
05/19/2025	BAKER & TAYLOR BOOKS	BOOKS ADULT-HARBACH	16.53
05/19/2025	BAKER & TAYLOR BOOKS	ADULT BOOKS	144.79
05/19/2025	BAKER & TAYLOR BOOKS	BOOKS- ADULT	81.64
05/19/2025	BAKER & TAYLOR BOOKS	BOOKS- ADULT	109.43
05/19/2025	BAKER & TAYLOR BOOKS	BOOKS- ADULT	88.74
05/19/2025	BAKER & TAYLOR BOOKS	BOOKS- ADULT	63.98
05/19/2025	BAKER & TAYLOR BOOKS	BOOKS- ADULT	72.43
05/19/2025	BAKER & TAYLOR BOOKS	BOOKS ADULT-HARBACH	17.09
05/19/2025	BAKER & TAYLOR BOOKS	BOOKS ADULT-HARBACH	24.42
05/19/2025	BAKER & TAYLOR BOOKS	ADULT BOOKS	129.09
05/19/2025	BAKER & TAYLOR BOOKS	BOOKS- ADULT	51.87
05/19/2025	BAKER & TAYLOR BOOKS	BOOKS-ADULT-HARBACH	74.52
05/19/2025	BAKER & TAYLOR BOOKS	BOOKS- ADULT	32.08
05/19/2025	BAKER & TAYLOR BOOKS	ADULT BOOKS	129.38
05/19/2025	BAKER & TAYLOR BOOKS	BOOKS ADULT-HARBACH	52.40
05/19/2025	BAKER & TAYLOR BOOKS	BOOKS- ADULT	91.75
05/19/2025	BAKER & TAYLOR BOOKS	BOOKS ADULT-HARBACH	17.10
05/19/2025	BAKER & TAYLOR BOOKS	BOOKS ADULT-HARBACH	16.52
05/19/2025	BAKER & TAYLOR BOOKS	BOOKS- ADULT	65.54
05/19/2025	BAKER & TAYLOR BOOKS	BOOKS-ADULT-HARBACH	50.48
05/19/2025	BAKER & TAYLOR BOOKS	BOOKS- ADULT	130.97
05/19/2025	BAKER & TAYLOR BOOKS	BOOKS ADULT-HARBACH	50.15
05/19/2025	BAKER & TAYLOR BOOKS	BOOKS- ADULT	60.40
05/19/2025	BAKER & TAYLOR BOOKS	BOOKS-ADULT-HARBACH	85.47
05/19/2025	BAKER & TAYLOR BOOKS	BOOKS- ADULT	148.02
05/19/2025	BAKER & TAYLOR BOOKS	ADULT BOOKS	96.09
05/19/2025	BAKER & TAYLOR BOOKS	BOOKS-ADULT-HARBACH	55.29
05/19/2025	BAKER & TAYLOR BOOKS	BOOKS- ADULT	111.14
05/19/2025	BAKER GROUP	HVAC REPAIRS RTU # 11	1,354.00
05/19/2025	BAKER GROUP	BOILER REPAIRS	4,322.60
05/19/2025	BAKER GROUP	CAMPBELL MUSCO LIGHTING REPAIRS	3,150.43
05/19/2025	BAKER GROUP	CAMPBELL MUSCO LIGHTING REPAIRS	1,893.50
05/19/2025	BAKER GROUP	PROFESSIONAL FEES	1,057.00
05/19/2025	BAUER BUILT INC	#773 TIRES	347.90
05/19/2025	BAX SALES INC	TRAFFIC SUPPLIES	12.50
05/19/2025	BEAR CREEK ARCHEOLOGY, INC	PROF FEES	3,385.00
05/19/2025	BEFORE AND AFTER THE BIRTH LLC	MISC CONTRACT WORK-CHILDREN	350.00
05/19/2025	BENTLEY RIDGE TREE FARM	PLANTS	563.00
05/19/2025	BENTLEY RIDGE TREE FARM	TREES	8,112.00
05/19/2025	BIBLIOTHECA	RFID PAD READER-FRONT DESK	904.00
05/19/2025	BIBLIOTHECA	MINOR EQUIPMENT	2,603.00
05/19/2025	BLOOMING PRAIRIE NURSERY	TREES AND SHRUBS ARBOR DAY	520.00
05/19/2025	BOOT BARN INC	RYAN R. PRESCRIBED FIRE BOOTS	348.50
05/19/2025	BOOT BARN INC	CALEB PRESCRIBED FIRE BOOTS	348.50
05/19/2025	BOOT BARN INC	BRANDON PRESCRIBED FIRE BOOTS	348.50
05/19/2025	BOUND TREE MEDICAL LLC	EMS MEDICAL SUPPLIES	127.82
05/19/2025	BOUND TREE MEDICAL LLC	EMS MEDICAL SUPPLIES	364.96
05/19/2025	BOUND TREE MEDICAL LLC	EMS MEDICAL SUPPLIES	8.52
05/19/2025	BOUND TREE MEDICAL LLC	EMS MEDICAL SUPPLIES	119.71
05/19/2025	BOUND TREE MEDICAL LLC	EMS MEDICAL SUPPLIES	291.34
05/19/2025	BRAVO GREATER DES MOINES	2/7 HOTEL MOTEL APR 25	14,492.28
05/19/2025	BULLZEYE INC	CONTRACT JANITORIAL SERVICES	2,445.75

Date Paid	Vendor Name	Description	Amount Paid
05/19/2025	BULLZEYE INC	CONTRACT JANITORIAL SERVICES	659.17
05/19/2025	BULLZEYE INC	CONTRACT JANITORIAL SERVICES	1,441.08
05/19/2025	BULLZEYE INC	CONTRACT JANITORIAL SERVICES	9,911.00
05/19/2025	BULLZEYE INC	PW REMODEL	300.00
05/01/2025	CALIBER CONCRETE LLC	NW 138TH OVERLAY PAY REQ 2	127,129.67
05/19/2025	CAPITAL CITY EQUIPMENT CO	EQUIPMENT SERVICE	85.56
05/19/2025	CDW GOVERNMENT INC	SUPPLIES	12.79
05/19/2025	CDW GOVERNMENT INC	BATTERY REPLACEMENT	314.00
05/19/2025	CENGAGE LEARNING INC / GALE	BOOKS - ADULT	24.04
05/19/2025	CENTRAL IOWA READY MIX	SIDEWALK REPAIR	796.00
05/19/2025	CENTRAL STATES MEDICINE PLLC	411 MED CLAIM	153.84
05/19/2025	CERTIFIED POWER INC	REPAIR	409.44
05/19/2025	CERTIFIED POWER INC	REPAIR	336.59
05/19/2025	CHARLES GABUS FORD	OIL CHANGE IN C301 PD REPLACEMENT	108.58
05/19/2025	CHIROPRACTIC IN MOTION	411 MED CLAIM	89.10
05/19/2025	CHIROPRACTIC IN MOTION	411 MED CLAIM	90.00
05/19/2025	CINTAS CORPORATION #22M	PARKS LAUNDRY & UNIFORM SERVICE	386.52
05/19/2025	CINTAS CORPORATION #22M	PARKS LAUNDRY & UNIFORM SERVICE	386.52
05/19/2025	CINTAS CORPORATION #22M	PARKS LAUNDRY & UNIFORM SERVICE	386.52
05/19/2025	CINTAS CORPORATION #22M	PARKS LAUNDRY & UNIFORM SERVICE	386.52
05/19/2025	CITY OF DES MOINES	WRA - MAY 25	159,309.50
05/19/2025	CITY OF URBANDALE	REPLACE SPRINGS ON E320	3,292.60
05/19/2025	CITY OF WEST DES MOINES	WESTCOM 5/25	48,088.34
05/02/2025	CLIVE COMMUNITY SERVICES	CURRENT PAY WITHHOLDING CLIVE COMM SERVICES Pay Period: 4/26/2022	37.20
05/16/2025	CLIVE COMMUNITY SERVICES	CURRENT PAY WITHHOLDING CLIVE COMM SERVICES Pay Period: 5/10/2022	37.20
05/19/2025	CLIVE POWER EQUIPMENT	STOCK PARTS	22.98
05/02/2025	COLLECTION SERVICES CENTER	CURRENT PAY WITHHOLDING CHILD SUPPORT Pay Period: 4/26/2025	1,775.96
05/16/2025	COLLECTION SERVICES CENTER	CURRENT PAY WITHHOLDING CHILD SUPPORT Pay Period: 5/10/2025	1,775.96
05/19/2025	COMMERCE BANK	MEMBERSHIP EXPENSE__ ADAMS	161.25
05/19/2025	COMMERCE BANK	IAPELRA CONFERENCE__ ADAMS	50.00
05/19/2025	COMMERCE BANK	UNIFORM ALLOWANCE__ ANDERSON	319.14
05/19/2025	COMMERCE BANK	EQUIPMENT__ ANNIS	377.44
05/19/2025	COMMERCE BANK	ADVERTISING__ BELIEU	40.30
05/19/2025	COMMERCE BANK	SUPPLIES__ BELIEU	18.56
05/19/2025	COMMERCE BANK	YOUTH PROGRAM SUPPLIES HARBACH__ SHALON-DEUR	666.29
05/19/2025	COMMERCE BANK	YOUTH PROGRAM SUPPLIES__ SHALON-DEUR	1,962.62
05/19/2025	COMMERCE BANK	TRAINING__ SNOBERGER	795.00
05/19/2025	COMMERCE BANK	VEHICLE REPAIR__ SOMSKY	12,775.21
05/19/2025	COMMERCE BANK	VEHICLE OPERATION__ SOMSKY	90.97
05/19/2025	COMMERCE BANK	CONFERENCE EXPENSE__ VENTO	158.45
05/19/2025	COMMERCE BANK	CELLPHONE EXPENSE__ RIVERA	29.98
05/19/2025	COMMERCE BANK	WALNUT HILLS DETENTION PRJT__ RUNKEL	84.29
05/19/2025	COMMERCE BANK	GOAT SUPPLIES__ RUNKEL	346.21
05/19/2025	COMMERCE BANK	SUPPLIES__ SALTMARSH	85.70
05/19/2025	COMMERCE BANK	TRAINING__ SALTMARSH	50.00
05/19/2025	COMMERCE BANK	CHILDREN BOOKS__ SHALON-DEUR	292.91
05/19/2025	COMMERCE BANK	EMPLOYEE APPRECIATION EXPENSE__ POTRATZ	248.04
05/19/2025	COMMERCE BANK	CONFERENCE EXPENSE__ PURVIS	967.31
05/19/2025	COMMERCE BANK	CONFERENCE EXPENSE__ RAMSEY	353.98
05/19/2025	COMMERCE BANK	TRAINING__ REHBERG	199.00
05/19/2025	COMMERCE BANK	SUBSCRIPTION__ REHBERG	169.65
05/19/2025	COMMERCE BANK	SERT EQUIPMENT__ REHBERG	4,007.01
05/19/2025	COMMERCE BANK	TRAINING__ NISIC	499.00
05/19/2025	COMMERCE BANK	TRAINING__ OLLENDIKE	968.94
05/19/2025	COMMERCE BANK	CIRKSENA PARK SEED__ PASCO	2,173.43
05/19/2025	COMMERCE BANK	SUPPLIES__ PHELPS	219.76
05/19/2025	COMMERCE BANK	LIFEGUARD CERT CLASSES__ PHELPS	470.00
05/19/2025	COMMERCE BANK	LIFEGUARD MANUALS__ PHELPS	107.13

Date Paid	Vendor Name	Description	Amount Paid
05/19/2025	COMMERCE BANK	ADULT BOOKS HARBACH__ NELSON	124.85
05/19/2025	COMMERCE BANK	MEDIA HARBACH__ NELSON	91.55
05/19/2025	COMMERCE BANK	OFFICE SUPPLIES HARBACH__ NELSON	32.29
05/19/2025	COMMERCE BANK	CHILDREN BOOKS__ NELSON	10.97-
05/19/2025	COMMERCE BANK	CONTRACT WORK__ NELSON	150.00
05/19/2025	COMMERCE BANK	ADULT PROGRAM SUPPLIES HARBACH__ NELSON	223.16
05/19/2025	COMMERCE BANK	CREDIT CONFERENCE EXPENSE__ MILLER	346.09-
05/19/2025	COMMERCE BANK	ADULT PROGRAM SUPPLIES__ NAPIER	130.48
05/19/2025	COMMERCE BANK	ADULT BOOKS__ NELSON	507.11
05/19/2025	COMMERCE BANK	MEDIA__ NELSON	360.70
05/19/2025	COMMERCE BANK	OFFICE SUPPLIES__ NELSON	113.05
05/19/2025	COMMERCE BANK	ADULT PROGRAM SUPPLIES__ NELSON	158.66
05/19/2025	COMMERCE BANK	EQUIPMENT__ MEASE	750.00
05/19/2025	COMMERCE BANK	MEETING EXPENSE__ MEASE	89.59
05/19/2025	COMMERCE BANK	SUSTENANCE__ MEASE	73.40
05/19/2025	COMMERCE BANK	SUPPLIES__ MEASE	58.91
05/19/2025	COMMERCE BANK	VEHICLE REPAIR__ MERTENS	118.18
05/19/2025	COMMERCE BANK	EQUIPMENT__ MILLER	194.25
05/19/2025	COMMERCE BANK	SUMMER READING PRIZE__ LLAMAS	299.99
05/19/2025	COMMERCE BANK	YOUTH PROGRAM SUPPLIES__ LLAMAS	20.78
05/19/2025	COMMERCE BANK	SUPPLIES__ LUCAS	112.18
05/19/2025	COMMERCE BANK	ADVERTISING__ LUCAS	1,618.43
05/19/2025	COMMERCE BANK	EDUCATIONAL MATERIALS__ MAY	225.76
05/19/2025	COMMERCE BANK	CONFERENCE EXPENSE__ MCQUILLEN	663.32
05/19/2025	COMMERCE BANK	SUBSCRIPTION__ KELLER	1,026.00
05/19/2025	COMMERCE BANK	OFFICE SUPPLIES__ KELLER	501.93
05/19/2025	COMMERCE BANK	MAINT CONTRACTS__ KUZHIKANDATHIL	832.50
05/19/2025	COMMERCE BANK	ADULT PROGRAM SUPPLIES__ LIBRARY STAFF	26.50
05/19/2025	COMMERCE BANK	PERIODICALS __ LIBRARY STAFF	27.94-
05/19/2025	COMMERCE BANK	YOUTH PROGRAM SUPPLIES__ LLAMAS	50.26
05/19/2025	COMMERCE BANK	DUES/MEMBERSHIP EXPENSE__ HERZOG	181.60
05/19/2025	COMMERCE BANK	GOAT SUPPLIES__ HUFF	218.31
05/19/2025	COMMERCE BANK	VEHICLE REPAIR__ JOHNSTON	434.20
05/19/2025	COMMERCE BANK	METRO CHIEFS LUNCHEON__ KALLEM	15.78
05/19/2025	COMMERCE BANK	MARKETING__ KELLER	42.76
05/19/2025	COMMERCE BANK	YOUTH PROGRAM SUPPLIES__ KELLER	11.76
05/19/2025	COMMERCE BANK	TRAINING BOOKS__ GLENDY	145.69
05/19/2025	COMMERCE BANK	SHIPPING__ GRAHAM	38.67
05/19/2025	COMMERCE BANK	SUBSCRIPTION__ GRAHAM	20.00
05/19/2025	COMMERCE BANK	PROFESSIONAL FEES__ GRAHAM	658.30
05/19/2025	COMMERCE BANK	TRAINING__ GRUTZMACHER	175.00
05/19/2025	COMMERCE BANK	MEETING EXPENSE__ HANSEN	45.60
05/19/2025	COMMERCE BANK	DUES/MEMBERSHIP EXPENSE__ GARCIA	20.00
05/19/2025	COMMERCE BANK	CONTRACT WORK__ GIBBS	1,198.27
05/19/2025	COMMERCE BANK	SUPPLIES__ GIBBS	165.57
05/19/2025	COMMERCE BANK	YOUTH PROGRAM SUPPLIES__ GIBBS	65.92
05/19/2025	COMMERCE BANK	CONCESSION SUPPLIES__ GIBBS	998.46
05/19/2025	COMMERCE BANK	TV SUBSCRIPTION__ GIBBS	88.80
05/19/2025	COMMERCE BANK	SHIPPING__ FARLOW	154.00
05/19/2025	COMMERCE BANK	TRAINING__ FARLOW	840.00
05/19/2025	COMMERCE BANK	CONFERENCE EXPENSE__ FREESTONE	905.52
05/19/2025	COMMERCE BANK	EMPLOYEE APPRECIATION EXPENSE__ FREESTONE	602.59
05/19/2025	COMMERCE BANK	PUBLIC EDUCATION__ GARCIA	14.99
05/19/2025	COMMERCE BANK	CONTRACT WORK__ GARCIA	88.80
05/19/2025	COMMERCE BANK	CONFERENCE EXPENSE__ BOYLE	75.00
05/19/2025	COMMERCE BANK	TRAINING__ BOYLE	93.00
05/19/2025	COMMERCE BANK	COURT EXPENSE__ COLEMAN	2.75
05/19/2025	COMMERCE BANK	TRAINING__ CYGAN	636.00

Date Paid	Vendor Name	Description	Amount Paid
05/19/2025	COMMERCE BANK	MEETING EXPENSE__ EASTMAN	43.00
05/19/2025	COMMERCE BANK	SAMS CLUB MEMBERSHIP__ EASTMAN	28.11-
05/19/2025	COMPETITIVE EDGE	RECREATION APPAREL	2,704.10
05/19/2025	COMPETITIVE EDGE	RECREATION APPAREL	2,000.10
05/19/2025	COMPETITIVE EDGE	STAFF APPAREL	1,168.70
05/19/2025	COMPETITIVE EDGE	FSS SHIRTS	546.91
05/19/2025	COMPETITIVE EDGE	TBALL SHIRTS	456.14
05/01/2025	CONCRETE TECHNOLOGIES INC	ALICE RD RECON PAY REQ 2	254,218.10
05/19/2025	CONSENSUS CLOUD SOLUTIONS, LLC	HOSTED FAX	92.97
05/19/2025	CONSOLIDATED COMMUNICATIONS	PHONES LINES	1,388.77
05/19/2025	CONSOLIDATED ELECTRICAL DISTRI, IN	ELECTRICAL INSULATING RESIN	218.28
05/19/2025	CONSOLIDATED ELECTRICAL DISTRI, IN	TRAFFIC SUPPLIES	310.37
05/19/2025	CONSOLIDATED ELECTRICAL DISTRI, IN	TRAFFIC SUPPLIES	91.62
05/19/2025	CONSOLIDATED ELECTRICAL DISTRI, IN	TRAFFIC SUPPLIES	78.54
05/19/2025	CONSOLIDATED ELECTRICAL DISTRI, IN	UV SYSTEM CONTACTOR	86.69
05/19/2025	CONSOLIDATED ELECTRICAL DISTRI, IN	UV SYSTEM CONTACTOR	86.69
05/19/2025	COPY SYSTEMS	POSTAGE METER MAINT	191.96
05/19/2025	CORE & MAIN LP	CREDIT - 8" PVC FLANGE	82.49-
04/28/2025	CORE & MAIN LP	WATER MAIN REPAIR BANDS	1,807.77
05/19/2025	CORE & MAIN LP	3/4" FITTINGS FOR METER INSTALLS	1,456.00
05/19/2025	CORELL CONTRACTOR INC	CRUSHED ASPHALT	774.10
05/19/2025	CROSSROADS AG LLC	GOAT SUPPLIES	256.32
05/19/2025	CUSTOM AWARDS & EMBROIDERY	KIDS FOR ART AWARDS	69.50
05/19/2025	DALLAS COUNTY HOUSING TRUST	H/M ALLOCATION	2,118.76
05/19/2025	DALLAS COUNTY TREASURER	ALICE'S RD ROW ACQUISITION	1,865.00
05/19/2025	DAVIS EQUIPMENT CORPORATION	SOD CUTTER PARTS	101.22
05/19/2025	DCI GROUP	GREENBELT LANDING CONSTRUCTION	43,462.61
05/19/2025	DCI GROUP	GREENBELT LANDING CONSTRUCTION WORK	45,175.74
05/19/2025	DEJAH T PERKEY	CLIVE OUTDOOR YOGA 5/28	75.00
05/19/2025	DEJAH T PERKEY	CLIVE OUTDOOR YOGA 6/25	75.00
05/01/2025	DES MOINES ASPHALT AND PAVING	COUNTRY CLUB BLVD REHAB PAY REQ 2	173,869.00
05/19/2025	DES MOINES STEEL CO INC	BRIDGE RAILING REPAIRS	1,034.28
05/19/2025	DES MOINES WATER WORKS	LP MOON PUMP STATION	31,284.04
05/19/2025	DES MOINES WATER WORKS	WATER PURCHASE APRIL/MAY 2025	177,773.79
05/19/2025	DOLL DISTRIBUTING LLC	CAMPBELL CONCESSIONS	797.00
05/19/2025	DTN LLC	TELEVENT	628.99
05/19/2025	DTN LLC	TELEVENT	628.99
04/30/2025	EBS	Flex FUNDS	8,813.89
04/30/2025	EBS	Medical / Dental Ins -Apr	14,783.19
04/30/2025	EBS	Medical / Dental Ins -Apr	33,473.81
04/30/2025	EBS	Medical / Dental Ins -Apr	6,401.49
04/30/2025	EBS	Medical / Dental Ins -Apr	14,846.56
04/30/2025	EBS	Medical / Dental Ins -Apr	6,428.76
04/30/2025	EBS	Medical / Dental Ins -Apr	6,319.29
04/30/2025	EBS	Flex Admin - Apr	32.20
04/30/2025	EBS	Flex Admin - Apr	13.80
04/30/2025	EBS	Flex Admin - Apr	4.60
04/30/2025	EBS	Flex Admin - Apr	13.80
04/30/2025	EBS	Flex Admin - Apr	4.60
04/30/2025	EBS	Flex Admin - Apr	9.20
04/30/2025	EBS	Flex Admin - Apr	4.60
04/30/2025	EBS	Flex Admin - Apr	13.80
04/30/2025	EBS	Flex Admin - Apr	4.60
04/30/2025	EBS	Flex Admin - Apr	9.20
04/30/2025	EBS	Flex Admin - Apr	41.40
04/30/2025	EBS	Flex Admin - Apr	9.20
04/30/2025	EBS	Flex Admin - Apr	18.40
04/30/2025	EBS	Flex Admin - Apr	4.60

Date Paid	Vendor Name	Description	Amount Paid
04/30/2025	EBS	Flex Admin - Apr	4.60
04/30/2025	EBS	Life, LTD, AD&D Ins - Apr	53.45
04/30/2025	EBS	Life, LTD, AD&D Ins - Apr	18.00
04/30/2025	EBS	Life, LTD, AD&D Ins - Apr	135.89
04/30/2025	EBS	Life, LTD, AD&D Ins - Apr	146.78
04/30/2025	EBS	Life, LTD, AD&D Ins - Apr	121.63
04/30/2025	EBS	Life, LTD, AD&D Ins - Apr	148.45
04/30/2025	EBS	Life, LTD, AD&D Ins - Apr	111.72
04/30/2025	EBS	Life, LTD, AD&D Ins - Apr	170.16
04/30/2025	EBS	Life, LTD, AD&D Ins - Apr	34.31
04/30/2025	EBS	Life, LTD, AD&D Ins - Apr	171.37
04/30/2025	EBS	Life, LTD, AD&D Ins - Apr	57.66
04/30/2025	EBS	Life, LTD, AD&D Ins - Apr	258.57
04/30/2025	EBS	Life, LTD, AD&D Ins - Apr	192.92
04/30/2025	EBS	Life, LTD, AD&D Ins - Apr	251.66
04/30/2025	EBS	Life, LTD, AD&D Ins - Apr	189.30
04/30/2025	EBS	Life, LTD, AD&D Ins - Apr	333.48
04/30/2025	EBS	Life, LTD, AD&D Ins - Apr	117.72
04/30/2025	EBS	Life, LTD, AD&D Ins - Apr	32.04
04/30/2025	EBS	Vision Ins - Apr	37.12
04/30/2025	EBS	Vision Ins - Apr	55.68
04/30/2025	EBS	Life, LTD, AD&D Ins - Apr	317.30
04/30/2025	EBS	Life, LTD, AD&D Ins - Apr	445.36
04/30/2025	EBS	Life, LTD, AD&D Ins - Apr	190.05
04/30/2025	EBS	Life, LTD, AD&D Ins - Apr	442.22
04/30/2025	EBS	Vision Ins - Apr	18.56
04/30/2025	EBS	Vision Ins - Apr	64.96
04/30/2025	EBS	Vision Ins - Apr	18.56
04/30/2025	EBS	Vision Ins - Apr	148.64
04/30/2025	EBS	Vision Ins - Apr	27.84
04/30/2025	EBS	Vision Ins - Apr	46.40
04/30/2025	EBS	Vision Ins - Apr	30.93
04/30/2025	EBS	Vision Ins - Apr	9.28
04/30/2025	EBS	Vision Ins - Apr	27.84
04/30/2025	EBS	Vision Ins - Apr	37.12
04/30/2025	EBS	Vision Ins - Apr	9.28
04/30/2025	EBS	Vision Ins - Apr	27.84
04/30/2025	EBS	Vision Ins - Apr	48.26
04/30/2025	EBS	Vision Ins - Apr	128.06
04/30/2025	EBS	Vision Ins - Apr	46.40
04/30/2025	EBS	Vision Ins - Apr	64.96
04/30/2025	EBS	Vision Ins - Apr	49.49
04/30/2025	EBS	Vision Ins - Apr	95.89
04/30/2025	EBS	Medical / Dental Ins -Apr	4,603.29
04/30/2025	EBS	Medical / Dental Ins -Apr	5,873.21
04/30/2025	EBS	Medical / Dental Ins -Apr	5,921.80
04/30/2025	EBS	Medical / Dental Ins -Apr	3,357.09
04/30/2025	EBS	Vision Ins - Apr	111.36
04/30/2025	EBS	Vision Ins - Apr	167.68
04/30/2025	EBS	Medical / Dental Ins -Apr	1,534.43
04/30/2025	EBS	Medical / Dental Ins -Apr	2,468.14
04/30/2025	EBS	Medical / Dental Ins -Apr	1,326.08
04/30/2025	EBS	Medical / Dental Ins -Apr	9,473.15
04/30/2025	EBS	Medical / Dental Ins -Apr	1,601.10
04/30/2025	EBS	Medical / Dental Ins -Apr	15,575.68
04/30/2025	EBS	Medical / Dental Ins -Apr	6,147.94
04/30/2025	EBS	Medical / Dental Ins -Apr	12,503.32
04/30/2025	EBS	Medical / Dental Ins -Apr	4,060.04

Date Paid	Vendor Name	Description	Amount Paid
04/30/2025	EBS	Medical / Dental Ins -Apr	663.03
04/30/2025	EBS	Medical / Dental Ins -Apr	3,695.44
04/30/2025	EBS	Medical / Dental Ins -Apr	3,682.15
05/02/2025	EBS	MEDICAL WITHHOLDING DENTAL INSURANCE - DELTA (EBS) Pay Period: 4/2	2,167.62
05/02/2025	EBS	MEDICAL WITHHOLDING MED W 750 FAMILY EXEMPT Pay Period: 4/26/2025	7,600.18
05/02/2025	EBS	MEDICAL WITHHOLDING MED W 750 EMPE + 1 EXEMPT Pay Period: 4/26/20	2,060.75
05/02/2025	EBS	MEDICAL WITHHOLDING MED W 750 SINGLE EXEMPT Pay Period: 4/26/2025	759.41
05/02/2025	EBS	MEDICAL WITHHOLDING MED - HDHP FAMILY Pay Period: 4/26/2025	1,191.96
05/02/2025	EBS	MEDICAL WITHHOLDING MED-HDHP EMPL +1 Pay Period: 4/26/2025	362.52
05/02/2025	EBS	MEDICAL WITHHOLDING MED HDHP SINGLE Pay Period: 4/26/2025	555.84
05/16/2025	EBS	MEDICAL WITHHOLDING DENTAL INSURANCE - DELTA (EBS) Pay Period: 5/1	2,167.62
05/16/2025	EBS	MEDICAL WITHHOLDING MED W 750 FAMILY EXEMPT Pay Period: 5/10/2025	7,600.18
05/16/2025	EBS	MEDICAL WITHHOLDING MED W 750 EMPE + 1 EXEMPT Pay Period: 5/10/20	2,060.75
05/16/2025	EBS	MEDICAL WITHHOLDING MED W 750 SINGLE EXEMPT Pay Period: 5/10/2025	979.45
05/16/2025	EBS	MEDICAL WITHHOLDING MED - HDHP FAMILY Pay Period: 5/10/2025	1,191.96
05/16/2025	EBS	MEDICAL WITHHOLDING MED-HDHP EMPL +1 Pay Period: 5/10/2025	362.52
05/16/2025	EBS	MEDICAL WITHHOLDING MED HDHP SINGLE Pay Period: 5/10/2025	601.92
05/02/2025	EFTPS	FWT/FICA/MEDICARE CURRENT PAY FEDERAL WITHHOLDING TAX Pay Peri	46,856.89
05/02/2025	EFTPS	FWT/FICA/MEDICARE CURRENT PAY SOCIAL SECURITY Pay Period: 4/26/20	30,244.28
05/02/2025	EFTPS	FWT/FICA/MEDICARE CURRENT PAY SOCIAL SECURITY Pay Period: 4/26/20	30,244.28
05/02/2025	EFTPS	FWT/FICA/MEDICARE CURRENT PAY MEDICARE Pay Period: 4/26/2025	7,105.45
05/02/2025	EFTPS	FWT/FICA/MEDICARE CURRENT PAY MEDICARE Pay Period: 4/26/2025	7,105.45
05/16/2025	EFTPS	FWT/FICA/MEDICARE CURRENT PAY FEDERAL WITHHOLDING TAX Pay Peri	48,538.90
05/16/2025	EFTPS	FWT/FICA/MEDICARE CURRENT PAY SOCIAL SECURITY Pay Period: 5/10/20	31,159.93
05/16/2025	EFTPS	FWT/FICA/MEDICARE CURRENT PAY SOCIAL SECURITY Pay Period: 5/10/20	31,159.93
05/16/2025	EFTPS	FWT/FICA/MEDICARE CURRENT PAY MEDICARE Pay Period: 5/10/2025	7,287.38
05/16/2025	EFTPS	FWT/FICA/MEDICARE CURRENT PAY MEDICARE Pay Period: 5/10/2025	7,287.38
05/19/2025	EMS MANAGEMENT & CONSULTANTS INC	APRIL 2025 EMS BILLING	1,580.85
05/19/2025	EPIC IO TECHNOLOGIES	PHONE LINES	155.35
05/19/2025	FABIAN RUIZ	PROFESSIONAL FEE - INTERPRETER	70.00
05/19/2025	FASTSIGNS	BOBST LOCKER AND HELMET NAME TAG	27.00
05/19/2025	FASTSIGNS	RESERVATION SIGNS	276.61
05/19/2025	FERGUSON ENTERPRISES INC	PW REMODEL	132.69
05/19/2025	FERGUSON ENTERPRISES INC	PW REMODEL	74.28
05/19/2025	FERRELLGAS	FORK LIFT FUEL	61.63
05/19/2025	FIELDS OUTDOOR ADVENTURES	OTHER EQUIPMENT - AMMUNITION	4,560.00
05/19/2025	FIT AND FIERCE 515 LLC	CLIVE OUTDOOR YOGA 5/14	75.00
05/19/2025	FIT AND FIERCE 515 LLC	CLIVE OUTDOOR YOGA 6/18	75.00
05/19/2025	FIT AND FIERCE 515 LLC	CLIVE OUTDOOR YOGA 7/30	75.00
05/19/2025	FIT AND FIERCE 515 LLC	CLIVE OUTDOOR YOGA 8/20	75.00
05/19/2025	FRANKLIN GREENE	REFUND DEPOSIT	6.86
05/19/2025	FREEDOM FIRST AID & SAFETY LLC	FIRST AID SUPPLIES	356.49
05/19/2025	FREEDOM FIRST AID & SAFETY LLC	FIRST AID SUPPLIES	52.69
05/19/2025	FREEDOM FIRST AID & SAFETY LLC	SAFETY EQUIPMENT	18.68
05/19/2025	FREEDOM FIRST AID & SAFETY LLC	SAFETY EQUIPMENT	18.69
05/19/2025	FREEDOM FIRST AID & SAFETY LLC	SAFETY EQUIPMENT	18.69
05/19/2025	FREEDOM FIRST AID & SAFETY LLC	SAFETY EQUIPMENT	18.69
05/19/2025	GALLS LLC	UNIFORM ALLOW - J. NIELSEN	90.07
05/19/2025	GALLS LLC	UNIFORM ALLOW - B. KEMPNIH	335.71
05/19/2025	GALLS LLC	UNIFORM ALLOW - B. KEMPNIH	322.43
05/19/2025	GALLS LLC	LT MARTIN CLASS A BUGLE PIN	9.90
05/19/2025	GALLS LLC	MARTIN CLASS A PANTS	174.56
05/19/2025	GALLS LLC	UNIFORM ALLOW - B. KEMPNIH	138.51
05/19/2025	GALLS LLC	MARTIN CLASS A CAP STRAP	17.02
05/19/2025	GANNETT IOWA LOCALIQ	PH NOTICES	71.45
05/19/2025	GANNETT IOWA LOCALIQ	MINUTES	1,009.00
05/19/2025	GANNETT IOWA LOCALIQ	LEGAL PUB	29.80
05/19/2025	GOLDEN VALLEY HARDSCAPES LLC	LANDSCAPE MULCH	1,462.50

Date Paid	Vendor Name	Description	Amount Paid
05/19/2025	GOLDEN VALLEY SUPPLY CO.	PW REMODEL	63.39
05/19/2025	GRAINGER	FLOW SWITCH FOR BOILER	387.96
05/19/2025	GREENBELT KENNELS	REFUND DEPOSIT	36.71
05/19/2025	HI TOUCH BUSINESS SERVICES	BREAKROOM SUPPLIES	140.24
05/19/2025	HI TOUCH BUSINESS SERVICES	OFFICE SUPPLIES	36.85
05/19/2025	HILLTOP TIRE SERVICE	EQUIPMENT REPAIR	45.84
05/19/2025	HY-VEE GRIMES	MEETING & CONFERENCE EXPENSE-ILEA MEALS- J. JORGENSEN	2,825.50
05/02/2025	ICMA	LOAN REPAYMENT LOAN REPAYMENT Pay Period: 4/26/2025	781.79
05/16/2025	ICMA	LOAN REPAYMENT LOAN REPAYMENT Pay Period: 5/10/2025	781.79
05/02/2025	ICMA RETIREMENT CORP.#457	CURRENT PAY WITHHOLDING ICMA CITY OUT DEF COMP - Pay Period: 4/26/	6,543.13
05/02/2025	ICMA RETIREMENT CORP.#457	CURRENT PAY WITHHOLDING ICMA -DEF COMP Pay Period: 4/26/2025	11,763.45
05/02/2025	ICMA RETIREMENT CORP.#457	CURRENT PAY WITHHOLDING ICMA ROTH DEF COMP Pay Period: 4/26/2025	11,129.27
05/16/2025	ICMA RETIREMENT CORP.#457	CURRENT PAY WITHHOLDING ICMA CITY OUT DEF COMP - Pay Period: 5/10/	6,543.13
05/16/2025	ICMA RETIREMENT CORP.#457	CURRENT PAY WITHHOLDING ICMA -DEF COMP Pay Period: 5/10/2025	11,863.45
05/16/2025	ICMA RETIREMENT CORP.#457	CURRENT PAY WITHHOLDING ICMA ROTH DEF COMP Pay Period: 5/10/2025	10,961.55
05/19/2025	IMAGE SOLUTIONS	LOGOED APPAREL IT	185.00
05/19/2025	IMAGE SOLUTIONS	LOGOED APPAREL PD	88.00
05/19/2025	IMAGE SOLUTIONS	LOGOED APPAREL PARKS	71.50
05/19/2025	IMAGE SOLUTIONS	LOGOED APPAREL PW	68.00
05/19/2025	INGRAM LIBRARY SERVICES	BOOKS-YOUNG ADULT	11.69
05/19/2025	INGRAM LIBRARY SERVICES	BOOKS-HARBACH-CHILDREN	64.94
05/19/2025	INGRAM LIBRARY SERVICES	BOOKS-CHILDREN	75.71
05/19/2025	INGRAM LIBRARY SERVICES	BOOKS-CHILDREN	128.24
05/19/2025	INGRAM LIBRARY SERVICES	BOOKS-YOUNG ADULT	9.74
05/19/2025	INGRAM LIBRARY SERVICES	BOOKS-HARBACH-CHILDREN	21.26
05/19/2025	INGRAM LIBRARY SERVICES	BOOKS-CHILDREN	152.35
05/19/2025	INGRAM LIBRARY SERVICES	BOOKS-HARBACH-CHILDREN	28.58
05/19/2025	INGRAM LIBRARY SERVICES	BOOKS-CHILDREN	175.98
05/19/2025	INGRAM LIBRARY SERVICES	BOOKS-HARBACH-CHILDREN	23.18
05/19/2025	INGRAM LIBRARY SERVICES	BOOKS-CHILDREN	75.81
05/19/2025	INGRAM LIBRARY SERVICES	BOOKS-HARBACH-CHILDREN	10.34
05/19/2025	INTERSTATE ALL BATTERY CENTER	APPLE TAGS BATTERY FOR METER READING DEVICE PUCKS	18.22
05/19/2025	IOWA MEDICAID	JUNE 2025 STATE SHARE - GEMT	12,275.27
05/19/2025	IOWA NATIVE TREES AND SHRUBS	ARBOR DAY TREES	4,775.00
05/19/2025	IOWA PLAINS SIGNING INC	SIGNS	1,290.00
05/19/2025	IOWA SIGNAL INC.	86TH AND FRANKLIN ATC TRAFFIC CABINETS	42,661.00
05/19/2025	IOWA STATE UNIVERSITY	LTAP WORKZONE FLAGGER TRAINING	150.00
05/02/2025	IPERS	CURRENT PAY IPERS WITHHOLDING IPERS-ELECTED OFFICIALS Pay Perio	209.90
05/02/2025	IPERS	CURRENT PAY IPERS WITHHOLDING IPERS-REGULAR MEMBERS Pay Perio	19,991.17
05/02/2025	IPERS	CURRENT PAY IPERS WITHHOLDING IPERS-REGULAR MEMBERS Pay Perio	30,002.65
05/02/2025	IPERS	CURRENT PAY IPERS WITHHOLDING IPERS RETIREMENT -FIRE Pay Period:	4,556.00
05/02/2025	IPERS	CURRENT PAY IPERS WITHHOLDING IPERS RETIREMENT -FIRE Pay Period:	6,830.33
05/02/2025	IPERS	CURRENT PAY IPERS WITHHOLDING IPERS-ELECTED OFFICIALS Pay Perio	139.86
05/16/2025	IPERS	CURRENT PAY IPERS WITHHOLDING IPERS RETIREMENT -FIRE Pay Period:	7,315.79
05/16/2025	IPERS	CURRENT PAY IPERS WITHHOLDING IPERS-REGULAR MEMBERS Pay Perio	20,241.67
05/16/2025	IPERS	CURRENT PAY IPERS WITHHOLDING IPERS-REGULAR MEMBERS Pay Perio	30,378.52
05/16/2025	IPERS	CURRENT PAY IPERS WITHHOLDING IPERS RETIREMENT -FIRE Pay Period:	4,879.82
05/19/2025	JOHNSTONE SUPPLY	HVAC FILTER	41.55
05/19/2025	KNOWBE4	HOSTED TRAINING	4,017.60
05/19/2025	KYLE BAUMHOVER	REFUND DEPOSIT	19.71
05/19/2025	LINDE GAS & EQUIPMENT INC	TANK RENTAL ON OXYGEN CYLINDERS	345.55
05/19/2025	LOGAN CONTRACTORS SUPPLY	STREET MAINT SUPPLIES	82.98
05/19/2025	LOGAN CONTRACTORS SUPPLY	PATCH RIG	208.64
05/19/2025	LOGAN CONTRACTORS SUPPLY	SPRAYER FOR DETACKING	548.00
05/19/2025	LOGAN CONTRACTORS SUPPLY	WALNUT HILLS EQUIPMENT RENTALS	110.00
05/19/2025	MACQUEEN EQUIPMENT	EQUIPMENT MAINT	18.42
05/19/2025	MACQUEEN EQUIPMENT	GEAR PANTS AND JACKET	1,950.00
05/19/2025	MACQUEEN EQUIPMENT	GEAR PANTS AND JACKET	2,252.40

Date Paid	Vendor Name	Description	Amount Paid
05/19/2025	MACQUEEN EQUIPMENT	SWEEPER REPAIR	203.00
05/19/2025	MAIL SERVICES	REMINDER NOTICES	45.24
05/19/2025	MAIL SERVICES	POSTAGE	193.91
05/19/2025	MAIL SERVICES	NEWSLETTER	1,135.56
05/19/2025	MAIL SERVICES	POSTAGE	2,520.33
05/19/2025	MAIL SERVICES	BILLS	823.18
05/19/2025	MARK ANDERSON	REFUND DEPOSIT	10.25
05/19/2025	MARTIN BROS	CAC CONCESSIONS	2,968.10
05/19/2025	MARTIN BROS	CONCESSION SUPPLIES	141.96
05/19/2025	MARTIN BROS	CAC CONCESSIONS	363.54
05/19/2025	MARTIN BROS	CONCESSION SUPPLIES	122.66
05/19/2025	MARTIN MARIETTA MATERIALS	STREET MAINTANENCE SUPPLIES	3,990.00
05/19/2025	MARY MCCARTHY	CLIVE OUTDOOR YOGA 6/4	75.00
05/19/2025	MARY MCCARTHY	CLIVE OUTDOOR YOGA 6/11	75.00
05/19/2025	MARY MCCARTHY	CLIVE OUTDOOR YOGA 7/9	75.00
05/19/2025	MARY MCCARTHY	CLIVE OUTDOOR YOGA 7/16	75.00
05/19/2025	MARY MCCARTHY	CLIVE OUTDOOR YOGA 8/6	75.00
05/19/2025	MATHESON TRI-GAS INC	SHOP SUPPLIES	12.16
05/19/2025	MEDIACOM	LIBRARY INTERNET	304.90
05/19/2025	MEDIACOM	LIBRARY INTERNET	19.95
05/19/2025	MELLEN & ASSOCIATES	86TH ST AND 118TH AUTOMATIC VALVE REPLACEMENTS	13,918.12
05/19/2025	MENARDS	SHOP SUPPLIES	48.29
05/19/2025	MENARDS	BATTERIES	11.18
05/19/2025	MENARDS	SUPPLIES	44.93
05/19/2025	MENARDS	PEAT MOSS	104.93
05/19/2025	MENARDS	SUPPLIES	19.99
05/19/2025	MENARDS	SUPPLIES	6.43
05/19/2025	MENARDS	BUILDING MAINT	23.45
05/19/2025	MENARDS	SUPPLIES	16.17
05/19/2025	MENARDS	GOAT SUPPLIES	1.74
05/19/2025	MENARDS	BUILDING MAINTENANCE	71.34
05/19/2025	MENARDS	FAUCET REPLACEMENT	59.98
05/19/2025	MENARDS	BUILDING MAINTENANCE	67.93
05/19/2025	MENARDS	BUILDING MAINTENANCE	38.91
05/19/2025	MENARDS	TRAFFIC SUPPLIES	11.99
05/19/2025	MENARDS	WATER SUPPLIES	18.15
05/19/2025	MENARDS	BUILDING MAINTENANCE	27.15
05/19/2025	MENARDS	BUILDING MAINTENANCE	7.03
05/19/2025	MENARDS	BUILDING MAINTENANCE	15.87
05/19/2025	MENARDS	BUILDING MAINTENANCE	41.47
05/19/2025	MENARDS	VEHICLE SUPPLIES	12.45
05/19/2025	MENARDS	PW REMODEL	16.25
05/19/2025	MENARDS	TRAFFIC SUPPLIES	6.18
05/19/2025	MENARDS	EQUIPMENT MAINT	31.98
05/19/2025	MENARDS	STREET MAINT SUPPLIES	478.21
05/19/2025	MENARDS	PW REMODEL	2.78
05/19/2025	MENARDS	PW REMODEL	20.88
05/19/2025	MENARDS	TIRE PLUGS & TARP	38.98
05/19/2025	MENARDS	PW REMODEL	23.75
05/19/2025	MENARDS	BUILDING MAINT	16.56
05/19/2025	MENARDS	BUILDING MAINT	16.56
05/19/2025	MENARDS	BUILDING MAINT	16.56
05/19/2025	MENARDS	BUILDING MAINT	16.56
05/19/2025	MENARDS	STREET MAINT SUPPLIES	161.76
05/19/2025	MENARDS	PW REMODEL	14.48
05/19/2025	MENARDS	BUILDING MAINT	36.10
05/19/2025	MENARDS	PW REMODEL	28.14
05/19/2025	MENARDS	TOOL REPLACEMENT	50.98

Date Paid	Vendor Name	Description	Amount Paid
05/19/2025	MENARDS	PW REMODEL	76.10
05/19/2025	MENARDS	PROPERTY PIN POSTS	888.80
05/19/2025	MENARDS	GOAT SUPPLIES	6.47
05/19/2025	MENARDS	BUILDING MAINT	30.53
05/19/2025	MENARDS	AQUATIC MAINT SUPPLIES	49.98
05/19/2025	MENARDS	MULCH	199.50
05/19/2025	MENARDS	BUILDING MAINT	26.42
05/19/2025	MENARDS	BUILDING MAINT	26.42
05/19/2025	MENARDS	BUILDING MAINT	26.42
05/19/2025	MENARDS	BUILDING MAINT	26.43
05/19/2025	MENARDS	CAC BATHHOUSE FLOOR CLEANER	56.66
05/19/2025	MENARDS	BUILDING MAINT	55.87
05/19/2025	MENARDS	BUILDING MAINT	41.21
05/19/2025	MENARDS	TRAFFIC SUPPLIES	25.76
05/19/2025	MENARDS	BUILDING MAINT	24.45
05/19/2025	MENARDS	BUILDING MAINT	33.69
05/19/2025	MENARDS	BUILDING MAINT	33.53
05/19/2025	MENARDS	SHOP SUPPLIES	63.39
05/19/2025	MENARDS	SUPPLIES	69.96
05/19/2025	MERCYONE CLIVE PHARMACY	MEDICAL SUPPLIES	399.15
05/19/2025	MERCYONE OCCUPATIONAL HEALTH	PHYSICALS, DRUG SCREENS	3,161.00
05/19/2025	METRO WASTE AUTHORITY	CURB IT - APR 25	27,736.48
05/19/2025	METRO WASTE AUTHORITY	SOLID WASTE APR 25	70,839.94
05/19/2025	METRONET	INTERNET PS	742.25
05/19/2025	MICHELLE COOK	CLIVE OUTDOOR YOGA 5/21	75.00
05/19/2025	MICHELLE COOK	CLIVE OUTDOOR YOGA 8/27	75.00
05/19/2025	MIDAMERICAN ENERGY DAV	ELEC/GAS SERVICE AQUATIC	550.32
05/19/2025	MIDAMERICAN ENERGY DAV	ELEC/GAS SERVICE	168.66
05/19/2025	MIDAMERICAN ENERGY DAV	STREET LIGHTS	15,860.03
05/19/2025	MIDAMERICAN ENERGY DAV	WATER FACILITIES	596.26
05/19/2025	MIDAMERICAN ENERGY DAV	TRAFFIC LIGHTS	576.46
05/19/2025	MIDAMERICAN ENERGY DAV	CITY HALL ELECTRIC & GAS SERVICE	1,484.09
05/19/2025	MIDAMERICAN ENERGY DAV	ELEC/GAS SERVICE PARKS	149.78
05/19/2025	MIDAMERICAN ENERGY DAV	CPSC ELECTRIC & GAS SERVICE	1,799.65
05/19/2025	MIDAMERICAN ENERGY DAV	CPSC ELECTRIC & GAS SERVICE	485.03
05/19/2025	MIDAMERICAN ENERGY DAV	CPSC ELECTRIC & GAS SERVICE	1,060.39
05/19/2025	MIDAMERICAN ENERGY DAV	ELEC/GAS SERVICE PARKS	252.93
05/19/2025	MIDAMERICAN ENERGY DAV	ELEC/GAS SERVICE PARKS	10.00
05/19/2025	MIDAMERICAN ENERGY DAV	ELEC/GAS SERVICE PARKS	10.00
05/19/2025	MIDAMERICAN ENERGY DAV	ELEC/GAS SERVICE PARKS	12.11
05/19/2025	MIDAMERICAN ENERGY DAV	ELEC/GAS SERVICE PARKS	49.19
05/19/2025	MIDAMERICAN ENERGY DAV	TRAFFIC LIGHTS	77.28
05/19/2025	MIDAMERICAN ENERGY DAV	TRAFFIC LIGHTS	56.22
05/19/2025	MIDAMERICAN ENERGY DAV	ELEC/GAS SERVICE PARKS	10.17
05/19/2025	MIDAMERICAN ENERGY DAV	TRAFFIC LIGHTS	86.54
05/19/2025	MIDAMERICAN ENERGY DAV	STREET LIGHTS	52.65
05/19/2025	MIDAMERICAN ENERGY DAV	WATER FACILITIES	14.46
05/19/2025	MIDAMERICAN ENERGY DAV	HARBACH ELECTRIC & GAS SERVICE	1,392.14
05/19/2025	MIDAMERICAN ENERGY DAV	TRAFFIC LIGHTS	21.58
05/19/2025	MIDAMERICAN ENERGY DAV	TRAFFIC LIGHTS	23.14
05/19/2025	MIDAMERICAN ENERGY DAV	TRAFFIC LIGHTS	47.68
05/19/2025	MIDAMERICAN ENERGY DAV	ELEC/GAS SERVICE PARKS	199.13
05/19/2025	MIDWEST STORAGE SOLUTIONS	LOCKER PARTS	835.16
05/19/2025	MIDWEST TAPE, LLC	EBOOK- HOOPLA FLEX	62.99
05/19/2025	MIDWEST TAPE, LLC	DATA PROCESSING-HOOPLA	12,000.00
05/19/2025	MISTER CAR WASH	CAR WASHES	483.00
05/19/2025	MOBOTREX INC	FLASH TRANSFER RELAYS	280.00
05/19/2025	MTI DISTRIBUTING INC	EQUIPMENT REPAIR	102.50

Date Paid	Vendor Name	Description	Amount Paid
05/19/2025	MTI DISTRIBUTING INC	EQUIPMENT MAINT	78.41
05/19/2025	MUNICIPAL COLLECTIONS OF AMERICA	IOP COLLECTIONS	198.47
05/19/2025	MUNICIPAL COLLECTIONS OF AMERICA	IOP COLLECTIONS	1,752.32
05/02/2025	MUNICIPAL FIRE & POLICE	CURRENT PAY WITHHOLDING MUNICIPAL FIRE & POLICE RETIRE Pay Perio	21,609.72
05/02/2025	MUNICIPAL FIRE & POLICE	CURRENT PAY WITHHOLDING MUNICIPAL FIRE & POLICE RETIRE Pay Perio	9,107.36
05/16/2025	MUNICIPAL FIRE & POLICE	CURRENT PAY WITHHOLDING MUNICIPAL FIRE & POLICE RETIRE Pay Perio	21,756.21
05/16/2025	MUNICIPAL FIRE & POLICE	CURRENT PAY WITHHOLDING MUNICIPAL FIRE & POLICE RETIRE Pay Perio	9,169.11
05/19/2025	MUSCO SPORTS LIGHTING LLC	FIELD LIGHTS	120.00
05/19/2025	MUSCO SPORTS LIGHTING LLC	FIELD LIGHTS	790.00
05/19/2025	NAPA DISTRIBUTION CENTER	EQUIPMENT REPAIR	12.76
05/19/2025	NAPA DISTRIBUTION CENTER	VEHICLE SERVICE	56.64
05/19/2025	NAPA DISTRIBUTION CENTER	EQUIPMENT REPAIR	23.57
05/19/2025	NAPA DISTRIBUTION CENTER	VEHICLE SERVICE	74.95
05/19/2025	NETWORKS	PROFESSIONAL FEES	75.00
05/19/2025	NETWORKS	HARDWARE	561.40
05/19/2025	NETWORKS	SOFTWARE SUBSCRIPTION	7.70
05/19/2025	NETWORKS	HOSTED BACKUP	5,059.08
05/19/2025	NETWORKS	PROFESSIONAL FEES	690.00
04/30/2025	NYEMASTER-GOODE	PROPERTY ACQ- FLOOD	273,095.68
04/30/2025	NYEMASTER-GOODE	PROPERTY ACQ- FLOOD	268,419.80
05/19/2025	ONE SOURCE	BACKGROUND CHECKS	1,065.00
05/19/2025	OPN ARCHITECTS INC	PAY REQ 13 - CH REMODEL DESIGN OPN	29,254.76
05/19/2025	ORIGINAL WATERMEN	GUARD SUITS	6,293.45
05/19/2025	PATRICIA AVILEZ	REFUND DEPOSIT	59.31
04/30/2025	PAYMENTECH - CHASE BANK	Apr CC Fees	1,778.60
04/30/2025	PAYMENTECH - CHASE BANK	Apr CC Fees	1,422.88
04/30/2025	PAYMENTECH - CHASE BANK	Apr CC Fees	355.72
04/30/2025	PAYMENTECH - CHASE BANK	Apr CC Fees	30.79
04/30/2025	PAYMENTECH - CHASE BANK	Apr CC Fees	33.55
04/30/2025	PAYMENTECH - CHASE BANK	Apr CC Fees	1,885.05
04/30/2025	PAYMENTECH - CHASE BANK	Apr CC Fees	1,885.05
04/30/2025	PAYMENTECH - CHASE BANK	Apr CC Fees	1,137.78
04/30/2025	PAYMENTECH - CHASE BANK	Apr CC Fees	122.33
04/30/2025	PAYMENTECH - CHASE BANK	Apr CC Fees	166.17
05/19/2025	PAYPAL INC VPS	DATA PROCESSING-ECOMMERCE	216.40
05/19/2025	PEAK SOFTWARE SYSTEMS INC	SPORTSMAN	7,090.70
05/19/2025	PENWORTHY COMPANY	BOOKS-CHILDREN HARBACH	257.19
05/19/2025	PER MAR SECURITY SERVICES	SECURITY SERVICES	1,515.18
05/19/2025	PLAYAWAY PRODUCTS LLC	YOUTH MEDIA	784.55
05/19/2025	PLAYAWAY PRODUCTS LLC	YOUTH MEDIA	236.20
05/19/2025	PLAYAWAY PRODUCTS LLC	YOUTH MEDIA	267.70
05/19/2025	PLUMB SUPPLY	BUILDING MAINT	68.71
05/19/2025	PRODIGY CARE SERVICES	411 RX	37.42
04/30/2025	PROFESSIONAL SOLUTIONS	CLOVER CC FEES	191.84
05/19/2025	RANGEMASTERS	NEW OFFICER UNIFORM - J. JORGENSEN	1,115.00
05/19/2025	RED WING BUSINESS ADVANTAGE ACCOUNT	BOOTS EBLN	200.00
05/19/2025	REGENTS OF THE UNIV OF MINNESOTA	MINOR EQUIPMENT	1,805.00
05/19/2025	REGENTS OF THE UNIV OF MINNESOTA	OFFICE SUPPLIES	230.00
05/02/2025	RELIANCE STANDARD LIFE INSURANCE	VOL LIFE INSURANCE Pay Period: 4/26/2025	1,159.64
05/16/2025	RELIANCE STANDARD LIFE INSURANCE	VOL LIFE INSURANCE Pay Period: 5/10/2025	1,159.64
05/19/2025	RHINER'S PLUMBING & HEATING	DRAIN LINE CLEANING	150.00
05/19/2025	RINGCENTRAL INC	HOSTED VOICE	2,687.25
05/19/2025	RISER INCORPORATED	NETTING	1,800.00
05/19/2025	RISER INCORPORATED	BB HOOP AND LABOR	935.00
05/19/2025	RJ THOMAS MFG CO INC	PARK BENCHES	3,036.00
05/19/2025	ROE CONSULTING LLC	FLOOD/HAZMAT TRAINING	1,625.00
05/19/2025	ROGNES CORPORATION	REFUND DEPOSIT	1,566.03
05/19/2025	SECTOR	VEHICLE REPAIR	81.00

Date Paid	Vendor Name	Description	Amount Paid
05/19/2025	SECURITY EQUIPMENT INC	DOOR PRIVACY LOCK	124.31
05/19/2025	SHATTUCK/RPM INC	SOD	216.00
05/19/2025	SHATTUCK/RPM INC	SOD	326.40
05/19/2025	SHATTUCK/RPM INC	SOD	150.00
05/19/2025	SHIELD TECHNOLOGY CORP	PAY TO OTHER AGENCIES	150.00
05/19/2025	SMITH & MOON ENTERPRISES LLC	REFUND DEPOSIT	47.53
05/19/2025	SNYDER & ASSOCIATES	PROFESSIONAL FEES	19,267.75
05/19/2025	SPRAYER SPECIALTIES INC	STREET MAINT SUPPLIES	85.24
05/19/2025	SRIKANT MIKKILINENI	REFUND DEPOSIT	7.92
05/19/2025	STATE HYGENIC LABORATORY	TESTING	550.00
05/19/2025	STEW HANSEN	SHOP STOCK	46.35
05/19/2025	STIVERS FORD	#702 VEHICLE MAINT	446.84
05/19/2025	STIVERS FORD	VEHICLE MAINT	38.52
05/19/2025	STREET COLLECTIVE	TRAIL MAPS	112.50
05/19/2025	SUPERIOR PEST CONTROL	PEST CONTROL	177.54
05/19/2025	SUPERIOR PEST CONTROL	PEST CONTROL	47.85
05/19/2025	SUPERIOR PEST CONTROL	PEST CONTROL	104.61
05/19/2025	SUPERIOR PEST CONTROL	PEST CONTROL	250.00
05/19/2025	SUPERIOR PEST CONTROL	PEST CONTROL	331.00
05/19/2025	TIMBER PINE INC	TREES	819.00
05/19/2025	TNEMEC COMPANY INC	POOL PAINT - LEISURE TOUCH UP	499.32
05/02/2025	TREAS - STATE OF IA WH TAX	STATE WITHHOLDING STATE WITHHOLDING TAX Pay Period: 4/26/2025	22,210.00
05/16/2025	TREAS - STATE OF IA WH TAX	STATE WITHHOLDING STATE WITHHOLDING TAX Pay Period: 5/10/2025	22,637.00
04/30/2025	TREASURER STATE OF IOWA	WATER EXCISE TAX	19,131.85
04/30/2025	TREASURER STATE OF IOWA	UTILITY SALES TAX	8,543.98
05/19/2025	TUBE PRO INC	LAZY RIVER TUBES	2,500.00
05/19/2025	TUBE PRO INC	LAZY RIVER TUBES	830.60
04/30/2025	UMB Bank	202A Reg Fee	600.00
05/19/2025	UNIQUE	MISC CONTRACT WORK- COLLECTION AGENCY	19.70
05/02/2025	UNITED WAY	CURRENT PAY WITHHOLDING UNITED WAY Pay Period: 4/26/2025	40.46
05/16/2025	UNITED WAY	CURRENT PAY WITHHOLDING UNITED WAY Pay Period: 5/10/2025	40.46
05/19/2025	UNPLUGGED WIRELESS COMMUNICATIONS LLC	1750 NW 123RD ST SIREN SPEAKER DRIVE	2,000.00
05/19/2025	UNPLUGGED WIRELESS COMMUNICATIONS LLC	OUTDOOR WARNING SIREN BATTERY	900.00
05/19/2025	VAN DIEST SUPPLY COMPANY	HERBICIDE CHEMICAL DYE	394.38
05/19/2025	VAN DIEST SUPPLY COMPANY	HERBICIDE CHEMICALS	1,355.00
05/19/2025	VAN DIEST SUPPLY COMPANY	HERBICIDE CHEMICALS	86.00
05/19/2025	VAN WALL EQUIPMENT	#728 PARTS	40.60
05/19/2025	VERIZON	CELL DATA SERVICE	126.22
05/19/2025	VERIZON	CELL DATA SERVICE	42.07
05/19/2025	VERIZON	CELL DATA SERVICE	126.22
05/19/2025	VERIZON	DCU CELL	.06
05/19/2025	VERIZON WIRELESS SERVICES LLC	DATA PROCESSING-HOTSPOTS	80.02
05/19/2025	VESERIS	2025 MOSQUITO SPRAYING PROGRAM	5,500.00
05/19/2025	VESTIS	UNIFORMS	101.72
05/19/2025	VESTIS	UNIFORMS	56.77
05/19/2025	VESTIS	UNIFORMS	56.77
05/19/2025	VESTIS	UNIFORMS	21.30
05/19/2025	VESTIS	UNIFORMS	96.32
05/19/2025	VESTIS	UNIFORMS	53.76
05/19/2025	VESTIS	UNIFORMS	53.76
05/19/2025	VESTIS	UNIFORMS	20.16
05/19/2025	VESTIS	UNIFORMS	20.16
05/19/2025	VESTIS	UNIFORMS	53.76
05/19/2025	VESTIS	UNIFORMS	53.76
05/19/2025	VESTIS	UNIFORMS	96.32
05/19/2025	VIBRANT MUSIC ACADEMY LLC	MISC CONTRACT WORK-CHILDREN	480.00
05/19/2025	VICTORIA NIEMAN	AATT ART STIPEND	1,000.00
05/19/2025	WARNER PLASTICS & LINERS INC	TRAFFIC SUPPLIES	175.00

Date Paid	Vendor Name	Description	Amount Paid
05/19/2025	WEST DES MOINES PUBLIC LIBRARY	MISC OPERATING SUPPLIES	200.00
05/19/2025	WEX BANK	FUEL	162.93
05/19/2025	WEX BANK	FUEL	31.31
05/19/2025	WEX BANK	FUEL	82.65
05/19/2025	WEX BANK	FUEL	949.16
05/19/2025	WEX BANK	FUEL	707.30
05/19/2025	WEX BANK	FUEL	2,592.10
05/19/2025	WEX BANK	FUEL	544.43
05/19/2025	WEX BANK	FUEL	301.48
05/19/2025	WEX BANK	FUEL	5,902.51
05/19/2025	WEX BANK	FUEL	688.60
05/19/2025	WEX BANK	FUEL	1,198.57
05/19/2025	WEX BANK	FUEL	1,185.37
05/19/2025	WEX BANK	FUEL	1,239.39
05/19/2025	WEX BANK	FUEL	150.58
04/30/2025	XPRESS BILL PAY	Tran Fees- UB	1,883.71
04/30/2025	XPRESS BILL PAY	Tran Fees- UB	1,506.97
04/30/2025	XPRESS BILL PAY	Tran Fees- UB	376.74
04/30/2025	XPRESS BILL PAY	Tran Fees- PD	26.64
04/30/2025	XPRESS BILL PAY	Tran Fees- Rec	243.46
04/30/2025	XPRESS BILL PAY	Tran Fees- Pool	244.20
04/30/2025	XPRESS BILL PAY	Tran Fees- CD	100.64
04/30/2025	XPRESS BILL PAY	Tran Fees- PW	5.92
04/30/2025	XPRESS BILL PAY	Tran Fees- Admin	57.12
05/19/2025	ZIMCO SUPPLY CO	MULCH & TACKIFIER	392.00
05/19/2025	ZIMCO SUPPLY CO	FERTILIZER	1,785.00
05/19/2025	ZIMCO SUPPLY CO	HERBICIDE CHEMICAL DYE	48.85
05/19/2025	ZIMCO SUPPLY CO	HERBICIDE CHEMICAL DYE	146.55
Grand Totals:			3,061,938.22

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

Bill List Claims	\$	3,061,938.22
(4/29/2025 - 5/19/2025)		
Payroll		
(5/02/2025)		326,041.66
Payroll		
(5/16/2025)		330,644.41
Total	\$	3,718,624.29

Of the total payrolls, \$1294.09 are expense reimbursements.

Elizabeth Hansen, Director of Administrative Services

Date: _____

Dated: _____

City Council:

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



Memo

TO: Mayor and Council members

FROM: Paula Venema, Deputy City Clerk

DATE: May 22, 2025

RE: Approve Cigarette/Tobacco/Vapor Permit Renewals (Listing in Council Packet)

SYNOPSIS:

The following businesses have applied for a Cigarette/Tobacco/Vapor permit renewal.

Applications are attached (for your viewing only) if needed.

1. Approve Cigarette/Tobacco/Vapor permit renewal, Casey's #2253 – 2070 NW 100th St.
2. Approve Cigarette/Tobacco/Vapor permit renewal, Casey's #2099 – 2250 Woodlands Pkwy.
3. Approve Cigarette/Tobacco/Vapor permit renewal, David's Briar Shop – 9759 University Ave.
4. Approve Cigarette/Tobacco/Vapor permit renewal, Fareway #106 – 10151 University Ave.
5. Approve Cigarette/Tobacco/Vapor permit renewal, Fareway #233 – 16035 Hickman Rd.
6. Approve Cigarette/Tobacco/Vapor permit renewal, Git-N-Go #43 – 11408 Forest Ave.
7. Approve Cigarette/Tobacco/Vapor permit renewal, Hy-Vee Fast & Fresh – 11925 University Ave.
8. Approve Cigarette/Tobacco/Vapor permit renewal, Maverik #5018 – 1725 NW 86th St.
9. Approve Cigarette/Tobacco/Vapor permit renewal, Maverik #5394 – 15590 Hickman Rd.
10. Approve Cigarette/Tobacco/Vapor permit renewal, Love's Travel Stops #411
11. Approve Cigarette/Tobacco/Vapor permit renewal, The Fog Shop – 1800 NW 86th St., Suite 1
12. Approve Cigarette/Tobacco/Vapor permit renewal, World Liquor & Tobacco – 1775 NW 86th St.
13. Approve Cigarette/Tobacco/Vapor permit renewal, Maitham Sport – 9944 Swanson Blvd., Unit P

Attachments:

1. Tobacco Permit Apps



Memo

TO: Mayor and Council members

FROM: Matthew Graham, City Clerk

DATE: May 22, 2025

RE: Approve New Temporary Retail Alcohol Sales License Application - Clive Festival

SYNOPSIS:

Staff recommends approval.

Attachments:

1. City of Clive 07_17_2025 (Clive Fest)



Memo

TO: Mayor and Council members

FROM: Matthew Graham, City Clerk

DATE: May 22, 2025

RE: Approve New Retail Alcohol Sales License Application - Chipotle Mexican Grill - 10001 University Avenue

SYNOPSIS:

Staff recommends approval.

Attachments:

1. Chipotle Mexican Grill 06_26_2025



Memo

TO: Mayor and Council members

FROM: Matthew Graham, City Clerk

DATE: May 22, 2025

RE: Approve Retail Alcohol Sales License Renewal Application - Cool Basil
- 1250 NW 86th Street

SYNOPSIS:

Staff recommends approval.

Attachments:

1. Cool Basil 06_10_2025



Memo

TO: Mayor and Council members

FROM: Matthew Graham, City Clerk

DATE: May 22, 2025

RE: Approve Retail Alcohol Sales License Renewal Application - Kum & Go
#206 - 1725 NW 86th Street

SYNOPSIS:

Staff recommends approval.

Attachments:

1. Kum & Go #206 07_01_2025



Memo

TO: Mayor and Council members

FROM: Tiffany Belieu, Administrative Specialist

DATE: May 22, 2025

RE: Resolution Approving Temporary Street Closing - Block Party -
Devonshire Parkway between Maple and Dellwood - Friday, May 23, 2025 -
5:00 p.m. - 8:00 p.m.

SYNOPSIS:

Resolution and application for block party 5/23/2025

Attachments:

1. Larson Block Party Application
2. Larson Block Party Resolution

RESOLUTION NO. _____

RESOLUTION TEMPORARILY CLOSING

WHEREAS, the residents living at 3045 Devonshire Parkway, Clive, petitioned the City Council to close Devonshire Parkway between Maple and Dellwood on Friday, May 23rd, between the hours of 5:00 p.m. – 8:00 p.m. and:

WHEREAS, said request is made in an effort by said residents to increase the safety of residents and children attending a block party to be given by them on said date and at such time at Devonshire Parkway between Maple and Dellwood.

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

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

1. Subject to the provisions of paragraphs 2 and 3 below having first been met, the City Council of the City of Clive of Clive, Iowa, hereby closes Devonshire Parkway between Maple and Dellwood between 5:00 p.m. and 8:00 p.m. to through traffic.
2. This resolution shall be of no force and effect unless one or more residents living on Devonshire Parkway shall first obtain those barricades of the type and number required by the Director of Public Works of the City of Clive, Iowa. Said delivery to be a time and place designated by Director.
3. No immobile obstacles that would limit or significantly slow access to emergency vehicles shall be placed in the traveled portion of the street, nor should any property owner be denied access to their property during the period when said streets are closed.

PASSED AND APPROVED this _____ day of _____ 2025.

John Edwards, Mayor

ATTEST:

Matthew Graham, City Clerk



Memo

TO: Mayor and Council members

FROM: Jonathan Cygan, Civil Engineer

DATE: May 22, 2025

RE: Resolution Approving Change Order #6 - Alliance Construction Group - NW 114th Street Reconstruction - \$4,044.32

SYNOPSIS:

Staff is recommending approval of Change Order #6 in the amount of \$4,044.32 to Alliance Construction Group for work performed on the above referenced project.

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

1. Quantity runovers on fittings and inlet protection. Additional fittings were needed beyond what was indicated in the plans to complete the scope of water main improvements.
2. It was discovered during pavement removals that an existing EF joint was present in the pavement. Instead of installing a CD basket indicated in the plans an EF joint was fabricated. This is a special type of joint that is used near bridges to promote drainage away from the structure and pavement and into the subbase drainage system.
3. A light pole with a small cell unit on it required a concrete footing. This footing installation occurred after the collection of the survey and was not incorporated into the design of the reconstruction. Removal of these pole foundations are in the scope of public improvement projects and would have been an original bid item if the foundation was known.

A breakdown of the contract status is as follows:

Amended Contract Amount - \$1,372,588.68

Change Order #6 - \$4,044.32

Revised Contract Amount - \$1,376,633.00

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

Attachments:

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



City of Clive

Change Order Details

NW 114TH STREET RECONSTRUCTION

Description	Road reconstruction from 200' west of Nw 111th to walnut creek bridge.
Prime Contractor	Alliance Construction Group, LLC 9400 Plum Dr. Urbandale, IA 50322
Change Order	6
Status	Pending
Date Created	05/07/2025
Type	Changed Conditions
Summary	EF joint installation
Change Order Description	This change order is for the additional cost of installing an EF joint, removing existing light pole base, and items over plan quantity.
Awarded Project Amount	\$1,349,523.50
Authorized Project Amount	\$1,372,588.68
Change Order Amount	\$4,044.32
Revised Project Amount	\$1,376,633.00

Increases/Decreases

Line Number	Item ID	Unit	Unit Price	Current		Change		Revised	
				Quantity	Amount	Quantity	Amount	Quantity	Amount
Section: 1 - Description									
0170	24-017	LB	\$16.000	1,854.000	\$29,664.00	146.000	\$2,336.00	2,000.000	\$32,000.00
FITTING, DUCTILE IRON, MECHANICAL JOINT									
0540	24-054	EA	\$200.000	13.000	\$2,600.00	1.000	\$200.00	14.000	\$2,800.00
INLET PROTECTION DEVICE, DROP-IN, INSTALLATION									
2 items			Totals		\$32,264.00		\$2,536.00		\$34,800.00

New Items

Line Number	Item ID	Unit	Quantity	Unit Price	Extension
Section: 1 - Description					
0650	25-124	LF	36.000	\$19.745	\$710.82
EF JOINT					
0660	25-125	EACH	1.000	\$797.500	\$797.50
LIGHT POLE BASE REMOVAL					
2 items					Total: \$1,508.32

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

RESOLUTION NO. _____

RESOLUTION APPROVING CHANGE ORDER NO. 6
FOR ALLIANCE CONSTRUCTION GROUP
NW 114th STREET RECONSTRUCTION

WHEREAS, the City staff has determined that it is necessary to make the changes set forth in Change Order No. 6 to the contract with Alliance Construction Group in regard to the NW 114th Street Reconstruction (the “Project”); and

WHEREAS, the City Council of the City of Clive, Iowa, is desirous of approving said Change Order No. 6 and authorizing the Mayor to execute same on behalf of the City of Clive, Iowa.

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

That Change Order No. 6 to the contract with Alliance Construction Group, is hereby determined to be in the best interests of the residents of the City of Clive, Iowa, and is hereby accepted and approved by this City Council; and the Mayor is hereby authorized and directed to execute said Change Order No. 6 on behalf of the City of Clive, Iowa.

PASSED AND APPROVED THIS _____ day of _____, 2025.

By: _____
John Edwards, Mayor

ATTEST:

By: _____
Matthew D. Graham, City Clerk



Memo

TO: Mayor and Council members

FROM: Jim Hagelie, Engineering Services Administrator

DATE: May 22, 2025

RE: Approve Pay Request #1 - Boulder Contracting, LLC - NW 114th Street Bridge Repair Project - \$7,125.00

SYNOPSIS:

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

Pay Estimate #1 - \$7,125.00

A breakdown of the contract status is as follows:

Contract Amount	-	\$154,007.66
Paid to Date	-	<u>\$ 7,125.00</u>
Retainage Remaining	-	\$146,882.66

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

Attachments:

1. Pay Request #1



City of Clive

Payment Invoice

NW 114th STREET BRIDGE REPAIR

Description NW 114th St bridge repair.

Payment Number 1

Pay Period 04/30/2025 to 05/10/2025

Approval Date 05/22/2025

Prime Contractor Boulder Contracting, LLC
606 E 1st ST
Grundy Center, IA 50638

Payment Status Pending

Awarded Project Amount \$154,007.66

Authorized Amount \$154,007.66

Line Number	Item	Unit	Current Paid Quantity	Unit Price	Amount
Section: 1 Description					
0120	2533-4980005	LS	1.000	\$7,500.000	\$7,500.00
MOBILIZATION					
					Section Total: \$7,500.00
					Project Total: \$7,500.00

Summary

Current Approved Work:	\$7,500.00	Approved Work To Date:	\$7,500.00
Current Stockpile Advancement:	\$0.00	Stockpile Advancement To Date:	\$0.00
Current Stockpile Recovery:	\$0.00	Stockpile Recovery To Date:	\$0.00
Current Retainage:	\$375.00	Retainage To Date:	\$375.00
Current Retainage Released:	\$0.00	Retainage Released To Date:	\$0.00
Current Liquidated Damages:	\$0.00	Liquidated Damages To Date:	\$0.00
Current Adjustment:	\$0.00	Adjustments To Date:	\$0.00
Current Payment:	\$7,125.00	Payments To Date:	\$7,125.00
Previous Payment:	\$0.00	Previous Payments To Date:	\$0.00

Mayor, City of Clive

Date

Project Engineer, Jim Hagelie

Date

Field Engineer, Nolan Daft

Date

Contractor, Boulder Contracting, LLC

Date



Memo

TO: Mayor and Council members

FROM: Matt McQuillen, City Manager

DATE: May 22, 2025

RE: Approve Pay Request #3 - DeVries Electric - City Hall/Library Remodel
Project Phase 1 - \$183,068.80

SYNOPSIS:

Staff is recommending approval of pay request #3 to DeVries Electric for construction completed on phase 1 of the City Hall & Library Renovation Project. DeVries is responsible for Prime Contracts #5 – Electrical & Low Voltage. The pay request was reviewed by the City's Construction Manager and Architect prior to this consideration for approval.

Prime Construction Contract #5 – Electrical & Low Voltage

Contract Amount	\$ 613,400.00	Contract Approved 12/12/24
Change Order #1	\$ 1,331.77	Approved by City Council 3/13/25
Change Order #2	\$ 3,447.62	Approved by CM 3/4/25
Revised Contract Amount	\$ 618,179.39	

Pay Request #1	\$ 86,239.10	Approved 3/13/25
Pay Request #2	\$ 63,765.90	Approved 4/10/25
Pay Request #3	\$ 183,068.80	
Balance Remaining	\$ 285,105.59	

5% Retainage Held	\$ 17,530.20
-------------------	--------------

Total – Pay Request #3 \$ 183,068.80

Acct # 350-5750-6799

Attachments:

1. DeVries Pay App 3

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

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

APPLICATION NO: 3
INVOICE NO: 3
PERIOD: 04/01/25 - 04/30/25
PROJECT NO: 23048
CONTRACT NO: SC-005 Clive City Hall
CONTRACT DATE: 12/12/2024
CERTIFICATE DATE: 05/05/2025
SUBMITTED DATE:

FROM SUBCONTRACTOR:
DeVries Electric
One Progressive Dr. P.O. Box 260
Pella, Iowa 50219

SUBCONTRACT FOR: BP #5 Electrical

SUBCONTRACTOR'S APPLICATION FOR PAYMENT

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

1.	Original Contract Sum		\$613,400.00
2.	Net change by change orders		\$4,779.39
3.	Contract Sum to date (Line 1 ± 2)		\$618,179.39
4.	Total completed and stored to date (Column G on detail sheet)		\$350,604.00
5.	Retainage:		
	a. 5.00% of completed work	\$7,822.75	
	b. 5.00% of stored material	\$9,707.45	
	Total retainage (Line 5a + 5b or total in column I of detail sheet)		\$17,530.20
6.	Total earned less retainage (Line 4 less Line 5 Total)		\$333,073.80
7.	Less previous certificates for payment (Line 6 from prior certificate)		\$150,005.00
8.	Current payment due:		\$183,068.80
9.	Balance to finish, including retainage (Line 3 less Line 6)		\$285,105.59

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner/Client:	\$4,779.39	\$0.00
Total approved this month:	\$0.00	\$0.00
Totals:	\$4,779.39	\$0.00
Net change by change orders:	\$4,779.39	

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

SUBCONTRACTOR: DeVries Electric

By: _____

State of: _____

County of: _____

Subscribed and sworn to before
me this _____ day of _____

Notary Public: _____

My commission expires: _____

✓

PM Review

4/29/2025 at 9:49 AM CDT

Decision Type

First responder decides ?

Result

Responders agree

Responded

▼ PM

> ✓ Drew Johnson: Secondary Review

✓

Secondary Review

5/1/2025 at 10:38 AM CDT

Decision Type

First responder decides ?

Result

Responders agree

Responded

▼ Designer

> ✓ Thomas Thatcher: Approve

✓

Approved

5/1/2025 at 10:38 AM CDT

Document SUMMARY SHEET, APPLICATION AND CERTIFICATE FOR PAYMENT, containing

Contractor's signed Certification is attached.

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

APPLICATION NUMBER: 3

APPLICATION DATE: 04/25/2025

PERIOD: 04/01/25 - 04/30/25

Contract Lines

A		B	C	D	E	F	G		H	I
ITEM NO.	BUDGET CODE	DESCRIPTION OF WORK	SCHEDULED VALUE	APPROVED WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	%(G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
				FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
1	26-260000.000.Subcontract BP #5 Electrical	Rough-in Conduit, Boxes, Fittings - Material	\$92,400.00	\$46,803.00	\$18,352.00	\$8,700.00	\$73,855.00	79.93%	\$18,545.00	\$3,692.75
2	26-260000.000.Subcontract BP #5 Electrical	Rough-in Conduit, Boxes, Fittings - Labor	\$38,000.00	\$20,193.00	\$7,366.00	\$0.00	\$27,559.00	72.52%	\$10,441.00	\$1,377.95
3	26-260000.000.Subcontract BP #5 Electrical	Transformers, Breakers, Panelboards, UPC - Material	\$10,000.00	\$2,100.00	\$3,922.00	\$3,978.00	\$10,000.00	100.00%	\$0.00	\$500.00
4	26-260000.000.Subcontract BP #5 Electrical	Transformers, Breakers, Panelboards, UPC - Labor	\$2,000.00	\$0.00	\$500.00	\$0.00	\$500.00	25.00%	\$1,500.00	\$25.00
5	26-260000.000.Subcontract BP #5 Electrical	Lighting Fixtures, Controls - Material	\$63,000.00	\$0.00	\$0.00	\$42,880.00	\$42,880.00	68.06%	\$20,120.00	\$2,144.00
6	26-260000.000.Subcontract BP #5 Electrical	Lighting Fixtures Controls - Labor	\$6,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$6,000.00	\$0.00
7	26-260000.000.Subcontract BP #5 Electrical	Access Control, Audio Video, Intrusion - Material	\$200,000.00	\$5,200.00	\$0.00	\$120,000.00	\$125,200.00	62.60%	\$74,800.00	\$6,260.00
8	26-260000.000.Subcontract BP #5 Electrical	Access Control, Audio Video, Intrusion - Labor	\$92,000.00	\$1,000.00	\$0.00	\$0.00	\$1,000.00	1.09%	\$91,000.00	\$50.00
9	26-260000.000.Subcontract BP #5 Electrical	Fire Alarm System - Material	\$17,000.00	\$0.00	\$0.00	\$14,861.00	\$14,861.00	87.42%	\$2,139.00	\$743.05
10	26-260000.000.Subcontract BP #5 Electrical	Fire Alarm System - Labor	\$3,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$3,000.00	\$0.00
11	26-260000.000.Subcontract BP #5 Electrical	Conductors - Copper, Feeder, Branch Wiring - Material	\$46,000.00	\$22,930.00	\$6,805.00	\$3,730.00	\$33,465.00	72.75%	\$12,535.00	\$1,673.25
12	26-260000.000.Subcontract BP #5 Electrical	Conductors - Copper, Feeder, Branch Wiring - Labor	\$4,000.00	\$1,000.00	\$500.00	\$0.00	\$1,500.00	37.50%	\$2,500.00	\$75.00
13	26-260000.000.Subcontract BP #5 Electrical	Data, Equipment, Cabling - Material	\$22,000.00	\$0.00	\$13,000.00	\$0.00	\$13,000.00	59.09%	\$9,000.00	\$650.00
14	26-260000.000.Subcontract BP #5 Electrical	Data, Equipment, Cabling - Labor	\$11,000.00	\$0.00	\$2,000.00	\$0.00	\$2,000.00	18.18%	\$9,000.00	\$100.00
15	26-260000.000.Subcontract BP #5 Electrical	Finish Devices, Switches, Outlets, Floor Boxes - Material	\$5,000.00	\$3,984.00	\$0.00	\$0.00	\$3,984.00	79.68%	\$1,016.00	\$199.20
16	26-260000.000.Subcontract	Finish Devices, Switches, Outlets, Floor Boxes - Labor	\$2,000.00	\$800.00	\$0.00	\$0.00	\$800.00	40.00%	\$1,200.00	\$40.00

A		B	C	D	E	F	G		H	I
ITEM NO.	BUDGET CODE	DESCRIPTION OF WORK	SCHEDULED VALUE	APPROVED WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
				FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
	BP #5 Electrical									
TOTALS:			\$613,400.00	\$104,010.00	\$52,445.00	\$194,149.00	\$350,604.00	57.16%	\$262,796.00	\$17,530.20

Change Orders

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	APPROVED WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	%(G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
17	CCO # 001 DeVries CO#1								
17.1	PCO # 002 CE #003 - New Sliding Entry Do								
17.1.1	26-260000.000.Subcontract BP #5 Electrical	\$1,331.77	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$1,331.77	\$0.00
18	CCO # 002 DeVries CO#2								
18.1	PCO # 001 CE #002 - ITC 01 Audio Visual								
18.1.1	26-260000.000.Subcontract BP #5 Electrical	\$734.24	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$734.24	\$0.00
18.1.2	26-260000.000.Subcontract BP #5 Electrical	\$2,713.38	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$2,713.38	\$0.00
TOTALS:		\$4,779.39	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$4,779.39	\$0.00

Grand Totals

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	APPROVED WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	%(G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
GRAND TOTALS:		\$618,179.39	\$104,010.00	\$52,445.00	\$194,149.00	\$350,604.00	56.72%	\$267,575.39	\$17,530.20

WAIVER OF LIEN TO DATE

STATE OF Iowa)
) ss:
COUNTY OF Marion)

Project Name: Clive City Hall
and Library

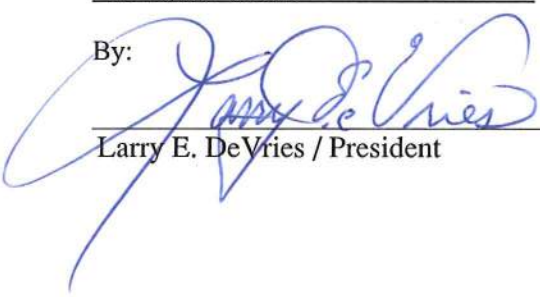
WHEREAS, the undersigned has contracted with City of Clive having furnished material or labor for, or performed labor upon, a building or land for improvement, alteration or repair thereof, situated on or being real estate described as (legal description or street address of premises):
1900 NW 114th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

The undersigned, for and in consideration of the sum of 150,005.00 Dollars as a partial payment for its furnishing of labor and material for the above-referenced Project, the receipt of which is hereby acknowledged, does hereby waive, release, and discharge any lien claim or lien right it has or could have under the statutes of the State of Iowa to the extent of the partial payment made in exchange for this partial lien release against the above described premises, for material furnished or labor performed to this date. The undersigned states that this partial lien release is not intended to and does not release any lien claims or rights for work, labor, or materials for which payment has not yet been received by the undersigned.

Dated at Pella, IA, on the 23RD day of April, 2025.

DeVries Electric, Inc.
One Progressive Drive
Pella, IA 50219

By:



Larry E. DeVries / President

Document G732™ – 2009

Application and Certificate for Payment, Construction Manager as Adviser Edition

TO OWNER: DCI GROUP 220 SE 6TH STREET, STE. 200 DES MOINES, IA 50309	PROJECT: CLIVE CITY HALL & LIBRARY RENOVATION 1900 NW 114TH STREET CLIVE, IA 50325	APPLICATION NO: 3	DISTRIBUTION TO: OWNER ☐ CONSTRUCTION MANAGER ☐ ARCHITECT ☐ CONTRACTOR ☐ FIELD ☐ OTHER ☐
FROM CONTRACTOR: DE VRIES ELECTRIC, INC. P.O. BOX 260 ONE PROGRESSIVE DRIVE PELLA, IA 50219	VIA CONSTRUCTION MANAGER:	PERIOD TO: 4/25/2025 CONTRACT DATE: 12/18/2024 PROJECT NOS: / /	
CONTRACT FOR: ELECTRICAL	VIA ARCHITECT: OPN ARCHITECTS		

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM.....	\$ 613,400.00
2. NET CHANGES IN THE WORK.....	\$ 4,779.39
3. CONTRACT SUM TO DATE (Line 1 ± 2)	\$ 618,179.39
4. TOTAL COMPLETED AND STORED TO DATE (Column G on G703)	\$ 350,604.00
5. RETAINAGE:	
a. 5 % of Completed Work (Column D + E on G703)	\$ 7,822.75
b. 5 % of Stored Material (Column F on G703)	\$ 9,707.45
Total Retainage (Lines 5a + 5b, or Total in Column I on G703)	\$ 17,530.20
6. TOTAL EARNED LESS RETAINAGE.....	\$ 333,073.80
(Line 4 minus Line 5 Total)	
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT.....	150,005.00
(Line 6 from prior Certificate)	
8. CURRENT PAYMENT DUE.....	\$ 183,068.80
9. BALANCE TO FINISH, INCLUDING RETAINAGE	
(Line 3 minus Line 6)	\$ 285,105.59

SUMMARY OF CHANGES IN THE WORK	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$ 4,779.39	\$ 0.00
Total approved this month, including Construction Change Directives	\$ 0.00	\$ 0.00
TOTALS	\$ 4,779.39	\$ 0.00
NET CHANGES IN THE WORK	\$ 4,779.39	

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: DE VRIES ELECTRIC, INC.

By: Diane Van Vark

State of: Iowa

County of: Marion

Subscribed and sworn to before me this 23rd day of April, 2025

Notary Public: Diane Van Vark

My Commission expires: 12-22-27

Date: 04-23-25



CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on evaluations of the Work and the data comprising this application, the Construction Manager and Architect certify to the Owner that to the best of their knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED.....\$

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

CONSTRUCTION MANAGER:

By: _____ Date: _____

ARCHITECT: (NOTE: If Multiple Prime Contractors are responsible for performing portions of the Project, the Architect's Certification is not required.)

By: _____ Date: _____

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

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

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CONTINUATION SHEET

AIA DOCUMENT G703 (Instructions on reverse side)

PAGE 01 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.: 3

APPLICATION DATE: 4/23/2025

PERIOD TO: 4/25/2025

ARCHITECT'S PROJECT NO.:

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G		H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)		
A	ROUGH-IN CONDUIT, BOXES, FITTINGS	92,400.00	46,803.00	18,352.00	8,700.00	73,855.00	80	18,545.00	3,692.75
B	LABOR	38,000.00	20,193.00	7,366.00	0.00	27,559.00	73	10,441.00	1,377.95
C	TRANSFORMER, BREAKERS, PANELBOARDS, UPS	10,000.00	2,100.00	3,922.00	3,978.00	10,000.00	100	0.00	500.00
D	LABOR	2,000.00	0.00	500.00	0.00	500.00	25	1,500.00	25.00
E	LIGHTING FIXTURES, CONTROLS	63,000.00	0.00	0.00	42,880.00	42,880.00	68	20,120.00	2,144.00
F	LABOR	6,000.00	0.00	0.00	0.00	0.00	0	6,000.00	0.00
G	ACCESS CONTROL, AUDIO VIDEO, INTRUSION	200,000.00	5,200.00	0.00	120,000.00	125,200.00	63	74,800.00	6,260.00
H	LABOR	92,000.00	1,000.00	0.00	0.00	1,000.00	1	91,000.00	50.00
I	FIRE ALARM SYSTEM	17,000.00	0.00	0.00	14,861.00	14,861.00	87	2,139.00	743.05
J	LABOR	3,000.00	0.00	0.00	0.00	0.00	0	3,000.00	0.00
K	CONDUCTORS-COPPER, FEEDER, BRANCH WIRING	46,000.00	22,930.00	6,805.00	3,730.00	33,465.00	73	12,535.00	1,673.25
L	LABOR	4,000.00	1,000.00	500.00	0.00	1,500.00	38	2,500.00	75.00
M	DATA, EQUIPMENT, CABLING	22,000.00	0.00	13,000.00	0.00	13,000.00	59	9,000.00	650.00
N	LABOR	11,000.00	0.00	2,000.00	0.00	2,000.00	18	9,000.00	100.00
O	FINISH DEVICES, SWITCHES, OUTLETS, FLOOR BOXES	5,000.00	3,984.00	0.00	0.00	3,984.00	80	1,016.00	199.20
P	LABOR	2,000.00	800.00	0.00	0.00	800.00	40	1,200.00	40.00
Q	CHANGE ORDER #1	1,331.77	0.00	0.00	0.00	0.00	0	1,331.77	0.00
R	CHANGE ORDER #2	3,447.62	0.00	0.00	0.00	0.00	0	3,447.62	0.00
		618,179.39	104,010.00	52,445.00	194,149.00	350,604.00	57	267,575.39	17,530.20



AIA DOCUMENT G703 • CONTINUATION SHEET FOR G702 • 1992 EDITION • AIA® • ©1992 • THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVENUE, N.W., WASHINGTON, D.C. 20006-5292 • WARNING: Unlicensed photocopying violates U.S. copyright laws and will subject the violator to legal prosecution.

G703-1992

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Memo

TO: Mayor and Council members

FROM: Matt McQuillen, City Manager

DATE: May 22, 2025

RE: Approve Pay Request #3 - LA Fulton & Sons - City Hall/Library
Remodel Project Phase 1 - \$12,160

SYNOPSIS:

Staff is recommending approval of pay request #3 to LA Fulton & Sons for construction completed on phase 1 of the City Hall & Library Renovation Project. LA Fulton is responsible for Prime Contracts #4 – Plumbing. The pay request was reviewed by the City's Construction Manager and Architect prior to this consideration for approval.

Prime Construction Contract #4 – Plumbing

Contract Amount	\$ 88,800.00	Contract Approved 12/12/24
Change Order #1	\$ 2,675.00	Approved by CM 3/17/25
Revised Contract Amount	\$ 91,475.00	
Pay Request #1	\$ 10,735.00	Approved 2/14/25
Pay Request #2	\$ 41,040.00	Approved 4/10/25
Pay Request #3	\$ 12,160.00	
Balance Remaining	\$ 27,540.00	
5% Retainage Held	\$ 3,365.00	
Total – Pay Request #3	\$ 12,160.00	

Acct # 350-5750-6799

Attachments:

1. LA Fulton Pay App 3

TO CONTRACTOR:

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

PROJECT:

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

APPLICATION NO: 3

INVOICE NO: 3

PERIOD: 04/01/25 - 04/30/25

PROJECT NO: 23048

CONTRACT NO: SC-004 Clive City Hall

CONTRACT DATE: 12/12/2024

CERTIFICATE DATE: 05/05/2025

SUBMITTED DATE:

FROM SUBCONTRACTOR:

L.A. Fulton & Sons
3401 104th Street
Des Moines, Iowa 50322

SUBCONTRACT FOR: BP #4 Plumbing

SUBCONTRACTOR'S APPLICATION FOR PAYMENT

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

1.	Original Contract Sum		\$88,800.00
2.	Net change by change orders		\$2,675.00
3.	Contract Sum to date (Line 1 ± 2)		\$91,475.00
4.	Total completed and stored to date (Column G on detail sheet)		\$67,300.00
5.	Retainage:		
	a. 5.00% of completed work	\$3,365.00	
	b. 0.00% of stored material	\$0.00	
	Total retainage (Line 5a + 5b or total in column I of detail sheet)		\$3,365.00
6.	Total earned less retainage (Line 4 less Line 5 Total)		\$63,935.00
7.	Less previous certificates for payment (Line 6 from prior certificate)		\$51,775.00
8.	Current payment due:		\$12,160.00
9.	Balance to finish, including retainage (Line 3 less Line 6)		\$27,540.00

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner/Client:	\$0.00	\$0.00
Total approved this month:	\$2,675.00	\$0.00
Totals:	\$2,675.00	\$0.00
Net change by change orders:	\$2,675.00	

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

SUBCONTRACTOR: L.A. Fulton & Sons

By: _____

State of: _____
County of: _____
Subscribed and sworn to before
me this _____ day of _____
Notary Public: _____
My commission expires: _____

✓ PM Review

4/29/2025 at 1:58 PM CDT

Decision Type

First responder decides ?

Result

Responders agree

Responded

▼ PM

> ✓ Drew Johnson:

Secondary Review

✓ Secondary Review

5/1/2025 at 10:39 AM CDT

Decision Type

First responder decides ?

Result

Responders agree

Responded

▼ Designer

> ✓ Thomas Thatcher: Approve

✓ Approved

5/1/2025 at 10:39 AM CDT

Document SUMMARY SHEET, APPLICATION AND CERTIFICATE FOR PAYMENT, containing

Contractor's signed Certification is attached.

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

APPLICATION NUMBER: 3

APPLICATION DATE: 04/25/2025

PERIOD: 04/01/25 - 04/30/25

Contract Lines

A		B	C	D	E	F	G		H	I
ITEM NO.	BUDGET CODE	DESCRIPTION OF WORK	SCHEDULED VALUE	APPROVED WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	%(G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
				FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
1	22-220000.000.Subcontract BP #4 Plumbing	Project Management	\$5,000.00	\$2,900.00	\$1,000.00	\$0.00	\$3,900.00	78.00%	\$1,100.00	\$195.00
2	22-220000.000.Subcontract BP #4 Plumbing	Demolition - Labor	\$3,500.00	\$3,500.00	\$0.00	\$0.00	\$3,500.00	100.00%	\$0.00	\$175.00
3	22-220000.000.Subcontract BP #4 Plumbing	Demolition - Materials	\$1,000.00	\$1,000.00	\$0.00	\$0.00	\$1,000.00	100.00%	\$0.00	\$50.00
4	22-220000.000.Subcontract BP #4 Plumbing	Underground Plumbing - Labor	\$6,900.00	\$6,900.00	\$0.00	\$0.00	\$6,900.00	100.00%	\$0.00	\$345.00
5	22-220000.000.Subcontract BP #4 Plumbing	Underground Plumbing - Material	\$5,800.00	\$5,800.00	\$0.00	\$0.00	\$5,800.00	100.00%	\$0.00	\$290.00
6	22-220000.000.Subcontract BP #4 Plumbing	Above Ground Plumbing - Labor	\$18,200.00	\$15,000.00	\$0.00	\$0.00	\$15,000.00	82.42%	\$3,200.00	\$750.00
7	22-220000.000.Subcontract BP #4 Plumbing	Above Ground Plumbing - Material	\$12,100.00	\$11,100.00	\$0.00	\$0.00	\$11,100.00	91.74%	\$1,000.00	\$555.00
8	22-220000.000.Subcontract BP #4 Plumbing	Plumbing Fixtures - Labor	\$6,400.00	\$1,200.00	\$1,100.00	\$0.00	\$2,300.00	35.94%	\$4,100.00	\$115.00
9	22-220000.000.Subcontract BP #4 Plumbing	Plumbing Fixtures - Material	\$23,300.00	\$7,100.00	\$2,800.00	\$0.00	\$9,900.00	42.49%	\$13,400.00	\$495.00
10	22-220000.000.Subcontract BP #4 Plumbing	Plumbing Insulation	\$6,600.00	\$0.00	\$6,600.00	\$0.00	\$6,600.00	100.00%	\$0.00	\$330.00
TOTALS:			\$88,800.00	\$54,500.00	\$11,500.00	\$0.00	\$66,000.00	74.32%	\$22,800.00	\$3,300.00

Change Orders

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	APPROVED WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	%(G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
11	CCO # 001 LA Fulton Change Order #1								
11.1	PCO # 001 Fulton PCO #1								
11.1.1	22-220000.000.Subcontract BP #4 Plumbing RFI #11 Pressure Reducing Valve	\$2,675.00	\$0.00	\$1,300.00	\$0.00	\$1,300.00	48.60%	\$1,375.00	\$65.00
TOTALS:		\$2,675.00	\$0.00	\$1,300.00	\$0.00	\$1,300.00	48.60%	\$1,375.00	\$65.00

Grand Totals

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	APPROVED WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
GRAND TOTALS:		\$91,475.00	\$54,500.00	\$12,800.00	\$0.00	\$67,300.00	73.57%	\$24,175.00	\$3,365.00

WAIVER OF LIEN TO DATE

STATE OF Iowa)
COUNTY OF Polk) ss:

Project Name: Clive City Hall
a Library Renovation

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

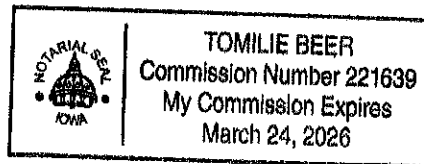
The undersigned, for and in consideration of the sum of 12,160⁰⁰ Dollars as a partial payment for its furnishing of labor and material for the above-referenced Project, the receipt of which is hereby acknowledged, does hereby waive, release, and discharge any lien claim or lien right it has or could have under the statutes of the State of Iowa to the extent of the partial payment made in exchange for this partial lien release against the above described premises, for material furnished or labor performed to this date. The undersigned states that this partial lien release is not intended to and does not release any lien claims or rights for work, labor, or materials for which payment has not yet been received by the undersigned.

Dated at Des Moines, IA, on the 29 day of April, 2025.

LA Fulton & Sons
3401-10th Street
Des Moines IA 50320

By:

T Beer



APPLICATION AND CERTIFICATE FOR PAYMENT

AIA DOCUMENT G702/CMa

CONSTRUCTION MANAGER-ADVISER EDITION

PAGE ONE OF 2 PAGES

TO OWNER:

City of Clive
Clive, Iowa

PROJECT:

CITY HALL & LIBRARY RENOVATION
Clive, Iowa

APPLICATION NO:

3 Distribution to:

☐

OWNER

PERIOD TO:

4/30/25

☒

CONSTRUCTION

PROJECT NO:

MANAGER

☐

ARCHITECT

☐

CONTRACTOR

FROM CONTRACTOR:

L.A. FULTON & SONS, INC.

3401-104TH STREET
DES MOINES, IA 50322

VIA CONSTRUCTION MANAGER:

DCI Group

CONTRACT FOR:

VIA ARCHITECT:

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM	\$	88,800.00
2. Net change by Change Orders	\$	2,675.00
3. CONTRACT SUM TO DATE (Line 1 ± 2)	\$	91,475.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$	67,300.00
5. RETAINAGE:		
a. 5 % of Completed Work	\$	3,365.00
(Column D + E on G703)		
b. % of Stored Material	\$	
(Column F on G703)		
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$	3,365.00
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)	\$	63,935.00
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	51,775.00
8. CURRENT PAYMENT DUE	\$	12,160.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	27,540.00

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this Month	\$2,675.00	
TOTALS	2675.00	0.00
NET CHANGES by Change Order	2675	

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:

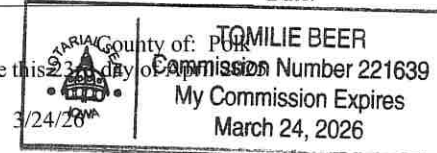
By:

Date:

State of Iowa

Subscribed and sworn to before me this 23rd day of April, 2025.

My Commission expires: 3/24/28*



CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED \$

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

CONSTRUCTION MANAGER:

By:

Date:

ARCHITECT:

By:

Date:

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

[illegible]



Memo

TO: Mayor and Council members

FROM: Jim Hagelie, Engineering Services Administrator

DATE: May 22, 2025

RE: Approve PayRequest #3 - Des Moines Asphalt and Paving - Country Club Boulevard HMA Pavement Rehabilitation Project - \$197,168.69

SYNOPSIS:

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

Pay Estimate #3 - \$197,168.69

A breakdown of the contract status is as follows:

Contract Amount	-	\$626,036.25
Paid to Date	-	<u>\$489,397.24</u>
Contract Remaining	-	\$136,639.01

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

Country Club BLVD HMA Pavement Rehabilitation

Description	Full depth PCC patching and HMA overlay
Payment Number	3
Pay Period	04/20/2025 to 05/10/2025
Approval Date	05/22/2025
Prime Contractor	Des Moines Asphalt and Paving 5550 NE 22nd St. , PO BOX 3365 Des Moines, IA 50316
Payment Status	Pending
Awarded Project Amount	\$626,036.25
Authorized Amount	\$626,036.25

Line Number	Item	Unit	Current Paid Quantity	Unit Price	Amount
Section: 1 Description					
0040	25-004	EACH	11.000	\$550.000	\$6,050.00
CASTING EXTENSION RING					
0080	25-006	Mile	0.500	\$2,715.000	\$1,357.50
CLEANING AND PREPERATION OF BASE					
0090	25-007	Ton	534.570	\$142.000	\$75,908.94
HMA PAVEMENT, INTERLAYER					
0100	25-008	Ton	1,032.310	\$105.000	\$108,392.55
HMA PAVEMENT, ST SURFACE, 1/2", NO FRICTION					
0110	25-009	LS	1.000	\$600.000	\$600.00
HMA PAVEMENT SAMPLES AND TESTING					
0190	25-016	SY	4,240.000	\$2.550	\$10,812.00
Project Total:					\$207,545.99

Line Number	Item	Unit	Current Paid Quantity	Unit Price	Amount
MILLING (PACEMENT SCARIFICATION)					
0200	25-017	LS	0.250	\$17,700.000	\$4,425.00
TEMPORARY TRAFFIC CONTROL					
					Section Total: \$207,545.99
					Project Total: \$207,545.99

Summary

Current Approved Work:	\$207,545.99	Approved Work To Date:	\$515,154.99
Current Stockpile Advancement:	\$0.00	Stockpile Advancement To Date:	\$0.00
Current Stockpile Recovery:	\$0.00	Stockpile Recovery To Date:	\$0.00
Current Retainage:	\$10,377.30	Retainage To Date:	\$25,757.75
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:	\$197,168.69	Payments To Date:	\$489,397.24
Previous Payment:	\$173,869.00	Previous Payments To Date:	\$292,228.55

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



Memo

TO: Mayor and Council members

FROM: Pete De Kock, Assistant City Manager

DATE: May 22, 2025

RE: Approve Pay Request #3 - McClure Engineering - Clive Stormwater Manual Update - \$9,378.50

SYNOPSIS:

Staff recommends approval of Pay Request #3 to McClure Engineering for work completed on the Clive Stormwater Manual Update from March 29, 2025, to April 26, 2025. During this period, McClure continued hydrologic modeling and introduced options for storm modeling and stormwater volume metrics.

Professional Services for Clive Stormwater Manual Update

Pay Request #3	\$9,378.50
Total previously paid	\$15,616.50
Total Maximum Fee	\$31,710
Balance Remaining	\$6,715

Attachments:

1. McClure Invoice 3



1360 NW 121st Street
Clive, IA 50325

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

April 29, 2025
Project No: 2024001417-000
Invoice No: 159055
Due Date: May 29, 2025

Project 2024001417-000 Clive Stormwater Manual Update 2024

Professional Services from February 23, 2025 to April 26, 2025

Phase	100	Initial Manual Review			
Total Fee		4,560.00			
Percent Complete	100.00	Total Earned	4,560.00		
		Previous Fee Billing	4,560.00		
		Current Fee Billing	0.00		
		Total Fee			0.00
		Total this Phase			0.00
Phase	200	Hydrologic Modeling Case Review			
Total Fee		8,060.00			
Percent Complete	100.00	Total Earned	8,060.00		
		Previous Fee Billing	6,448.00		
		Current Fee Billing	1,612.00		
		Total Fee			1,612.00
		Total this Phase			\$1,612.00
Phase	300	Manual Edits			
Total Fee		9,810.00			
Percent Complete	60.00	Total Earned	5,886.00		
		Previous Fee Billing	2,452.50		
		Current Fee Billing	3,433.50		
		Total Fee			3,433.50
		Total this Phase			\$3,433.50
Phase	400	Virtual Project Coordination Meetings			
Total Fee		3,080.00			
Percent Complete	80.00	Total Earned	2,464.00		
		Previous Fee Billing	2,156.00		
		Current Fee Billing	308.00		

Project	2024001417-000	Clive Stormwater Manual Update 2024	Invoice	159055
Total Fee				308.00
Total this Phase				\$308.00
Total Due this Invoice				\$5,353.50

Outstanding Invoices

Number	Date	Balance
158323	3/31/2025	9,378.50
Total		9,378.50



Memo

TO: Mayor and Council members

FROM: Matt McQuillen, City Manager

DATE: May 22, 2025

RE: Approve Pay Request #4 - Keystone Construction - City Hall/Library Remodel Project Phase 1 - \$190,342.92

SYNOPSIS:

Staff is recommending approval of pay request #4 to Keystone Construction for construction completed on phase 1 of the City Hall & Library Renovation Project. Keystone is responsible for Prime Contracts #1 – General Construction and #7 – Asbestos Remediation and Demolition. The pay request was reviewed by the City's Construction Manager and Architect prior to this consideration for approval.

Prime Construction Contract #1 – General Construction and #2 – Asbestos Abatement and Demolition

Contract Amount	\$ 958,900.00	Contract Approved 12/12/24
Change Order #1	\$ 1,166.15	Approved by City Council 3/13/25
Change Order #2	\$ 12,026.98	Approved by CM 4/7/25
Revised Contract Amount	\$ 972,093.13	
Pay Request #1	\$ 54,395.10	Approved 2/14/25
Pay Request #2	\$ 77,778.16	Approved 3/13/25
Pay Request #3	\$ 142,591.91	Approved 4/10/25
Pay Request #4	\$ 190,342.92	
Balance Remaining	\$ 506,985.04	
5% Retainage Held	\$ 24,479.39	
Total – Pay Request #4	\$ 190,342.92	

Acct # 350-5750-6799

Attachments:

1. Keystone Pay App 4

TO CONTRACTOR:

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

PROJECT:

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

APPLICATION NO: 4

INVOICE NO: 4

PERIOD: 04/01/25 - 04/30/25

PROJECT NO: 23048

CONTRACT NO: SC-001 Clive City Hall

CONTRACT DATE: 12/12/2024

CERTIFICATE DATE: 05/05/2025

SUBMITTED DATE: 04/25/2025

FROM SUBCONTRACTOR:

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

SUBCONTRACT FOR: BP #1 General & BP #7 Demo/Asbestos

SUBCONTRACTOR'S APPLICATION FOR PAYMENT

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

1.	Original Contract Sum		\$958,900.00
2.	Net change by change orders		\$13,193.13
3.	Contract Sum to date (Line 1 ± 2)		\$972,093.13
4.	Total completed and stored to date (Column G on detail sheet)		\$489,587.48
5.	Retainage:		
	a. 5.00% of completed work	\$24,479.39	
	b. 0.00% of stored material	\$0.00	
	Total retainage (Line 5a + 5b or total in column I of detail sheet)		\$24,479.39
6.	Total earned less retainage (Line 4 less Line 5 Total)		\$465,108.09
7.	Less previous certificates for payment (Line 6 from prior certificate)		\$274,765.17
8.	Current payment due:		\$190,342.92
9.	Balance to finish, including retainage (Line 3 less Line 6)		\$506,985.04

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner/Client:	\$1,166.15	\$0.00
Total approved this month:	\$12,026.98	\$0.00
Totals:	\$13,193.13	\$0.00
Net change by change orders:	\$13,193.13	

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

SUBCONTRACTOR: Keystone Construction Services LLC

By: _____

State of: _____

County of: _____

Subscribed and sworn to before
me this _____ day of _____

Notary Public: _____

My commission expires: _____

✓

PM Review

4/29/2025 at 8:27 PM CDT

Decision Type

First responder decides ⓘ

Result

Responders agree

Responded

▼ PM

> ✓ Drew Johnson:

Secondary Review

✓

Secondary Review

5/1/2025 at 10:41 AM CDT

Decision Type

First responder decides ⓘ

Result

Responders agree

Responded

▼ Designer

> ✓ Thomas Thatcher: Approve

✓

Approved

5/1/2025 at 10:41 AM CDT

Document SUMMARY SHEET, APPLICATION AND CERTIFICATE FOR PAYMENT, containing

APPLICATION NUMBER: 4

Contractor's signed Certification is attached.

APPLICATION DATE: 04/25/2025

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

PERIOD: 04/01/25 - 04/30/25

Contract Lines

A		B	C	D	E	F	G		H	I
ITEM NO.	BUDGET CODE	DESCRIPTION OF WORK	SCHEDULED VALUE	APPROVED WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	%(G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
				FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
1	2-24100.000.Subcontract BP #1 & BP#7 - General/Demo	General Requirements	\$179,307.00	\$70,000.00	\$20,000.00	\$0.00	\$90,000.00	50.19%	\$89,307.00	\$4,500.00
2	2-24100.000.Subcontract BP #1 & BP#7 - General/Demo	Temp Facilities and Controls	\$4,564.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$4,564.00	\$0.00
3	2-24100.000.Subcontract BP #1 & BP#7 - General/Demo	Demolition	\$52,091.00	\$36,500.00	\$15,591.00	\$0.00	\$52,091.00	100.00%	\$0.00	\$2,604.55
4	2-24100.000.Subcontract BP #1 & BP#7 - General/Demo	Asbestos Abatement	\$19,300.00	\$18,728.00	\$572.00	\$0.00	\$19,300.00	100.00%	\$0.00	\$965.00
5	2-24100.000.Subcontract BP #1 & BP#7 - General/Demo	Cast-In-Place Concrete	\$12,130.00	\$9,278.00	\$0.00	\$0.00	\$9,278.00	76.49%	\$2,852.00	\$463.90
6	2-24100.000.Subcontract BP #1 & BP#7 - General/Demo	Concrete Finishing	\$1,500.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$1,500.00	\$0.00
7	2-24100.000.Subcontract BP #1 & BP#7 - General/Demo	Unit Masonry	\$34,800.00	\$23,500.00	\$5,300.00	\$0.00	\$28,800.00	82.76%	\$6,000.00	\$1,440.00
8	2-24100.000.Subcontract BP #1 & BP#7 - General/Demo	Structural Steel Framing	\$20,910.00	\$6,000.00	\$0.00	\$0.00	\$6,000.00	28.69%	\$14,910.00	\$300.00
9	2-24100.000.Subcontract BP #1 & BP#7 - General/Demo	Rough Carpentry	\$13,210.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$13,210.00	\$0.00
10	2-24100.000.Subcontract BP #1 & BP#7 - General/Demo	Finish Carpentry	\$25,839.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$25,839.00	\$0.00
11	2-24100.000.Subcontract BP #1 & BP#7 - General/Demo	Architectural Wood Casework	\$102,928.00	\$5,000.00	\$20,000.00	\$0.00	\$25,000.00	24.29%	\$77,928.00	\$1,250.00
12	2-24100.000.Subcontract BP #1 & BP#7 - General/Demo	Firestopping	\$1,500.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$1,500.00	\$0.00
13	2-24100.000.Subcontract BP #1 & BP#7 - General/Demo	Joint Sealants	\$1,500.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$1,500.00	\$0.00
14	2-24100.000.Subcontract BP #1 & BP#7 - General/Demo	Hollow Metal Doors and Frames	\$67,780.00	\$0.00	\$36,704.00	\$0.00	\$36,704.00	54.15%	\$31,076.00	\$1,835.20
15	2-24100.000.Subcontract BP #1 & BP#7 - General/Demo	Access Doors and Panels	\$500.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$500.00	\$0.00
16	2-24100.000.Subcontract	Folding Grilles	\$9,580.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$9,580.00	\$0.00

A		B	C	D	E	F	G		H	I
ITEM NO.	BUDGET CODE	DESCRIPTION OF WORK	SCHEDULED VALUE	APPROVED WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
				FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
	BP #1 & BP#7 - General/Demo									
17	2-24100.000.Subcontract BP #1 & BP#7 - General/Demo	Gypsum Board Assemblies	\$138,195.00	\$120,220.50	\$17,189.50	\$0.00	\$137,410.00	99.43%	\$785.00	\$6,870.51
18	2-24100.000.Subcontract BP #1 & BP#7 - General/Demo	Tiling	\$43,982.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$43,982.00	\$0.00
19	2-24100.000.Subcontract BP #1 & BP#7 - General/Demo	Acoustical Ceilings	\$93,250.00	\$0.00	\$55,300.00	\$0.00	\$55,300.00	59.30%	\$37,950.00	\$2,765.00
20	2-24100.000.Subcontract BP #1 & BP#7 - General/Demo	Resilient Flooring	\$47,620.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$47,620.00	\$0.00
21	2-24100.000.Subcontract BP #1 & BP#7 - General/Demo	Moss Walls	\$15,042.00	\$0.00	\$11,281.50	\$0.00	\$11,281.50	75.00%	\$3,760.50	\$564.08
22	2-24100.000.Subcontract BP #1 & BP#7 - General/Demo	Painting	\$21,320.00	\$0.00	\$6,396.00	\$0.00	\$6,396.00	30.00%	\$14,924.00	\$319.80
23	2-24100.000.Subcontract BP #1 & BP#7 - General/Demo	Signage	\$2,499.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$2,499.00	\$0.00
24	2-24100.000.Subcontract BP #1 & BP#7 - General/Demo	Wall and Door Protection	\$1,825.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$1,825.00	\$0.00
25	2-24100.000.Subcontract BP #1 & BP#7 - General/Demo	Toilet/Bath/Laundry Accessories	\$10,050.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$10,050.00	\$0.00
26	2-24100.000.Subcontract BP #1 & BP#7 - General/Demo	Emergency Aid Specialties	\$400.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$400.00	\$0.00
27	2-24100.000.Subcontract BP #1 & BP#7 - General/Demo	Fire Protection Specialties	\$580.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$580.00	\$0.00
28	2-24100.000.Subcontract BP #1 & BP#7 - General/Demo	Projection Screens	\$8,137.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$8,137.00	\$0.00
29	2-24100.000.Subcontract BP #1 & BP#7 - General/Demo	Roller Window Shades	\$6,061.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$6,061.00	\$0.00
30	2-24100.000.Subcontract BP #1 & BP#7 - General/Demo	Exterior Improvements	\$2,500.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$2,500.00	\$0.00
31	2-24100.000.Subcontract BP #1 & BP#7 - General/Demo	Contingency	\$10,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$10,000.00	\$0.00
32	2-24100.000.Subcontract BP #1 & BP#7 - General/Demo	Touchup Painting Allowance	\$10,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$10,000.00	\$0.00
TOTALS:			\$958,900.00	\$289,226.50	\$188,334.00	\$0.00	\$477,560.50	49.80%	\$481,339.50	\$23,878.04

Change Orders

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	APPROVED WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	%(G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
33	CCO # 001 Keystone Change Order #001								
33.1	PCO # 001 Keystone CO#1								
33.1.1	2-24100.000.Subcontract BP #1 & BP#7 - General/Demo	\$1,166.15	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$1,166.15	\$0.00
34	CCO # 002 Keystone Change Order #002								
34.1	PCO # 002 CE #007 - RFI #8 Structural Su								
34.1.1	2-24100.000.Subcontract BP #1 & BP#7 - General/Demo RFI #8 RTU #1 Support	\$5,474.98	\$0.00	\$5,474.98	\$0.00	\$5,474.98	100.00%	\$0.00	\$273.75
34.1.2	2-24100.000.Subcontract BP #1 & BP#7 - General/Demo	\$6,552.00	\$0.00	\$6,552.00	\$0.00	\$6,552.00	100.00%	\$0.00	\$327.60
TOTALS:		\$13,193.13	\$0.00	\$12,026.98	\$0.00	\$12,026.98	91.16%	\$1,166.15	\$601.35

Grand Totals

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	APPROVED WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
GRAND TOTALS:		\$972,093.13	\$289,226.50	\$200,360.98	\$0.00	\$489,587.48	50.36%	\$482,505.65	\$24,479.39



CONDITIONAL LIEN WAIVER AND RELEASE UPON PROGRESS PAYMENT

KNOW ALL MEN BY THESE PRESENTS:

Upon receiving progress payment in the sum of **\$200,360.98** for the job Clive City Hall, receipt of which is hereby acknowledged, hereby waives, releases, satisfies all lien rights, claims or demands of any kind whatsoever, against the City of Clive, its successors and assigns, which the undersigned now has. This release covers a progress payment for labor, services, equipment or materials furnished to the City of Clive through **April 30, 2025**, only and does not cover any retention retained before or after the release date.

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

Dated: **April 29, 2025**

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

By: **Justin Menke**

Title: **President**

Signature: 



Memo

TO: Mayor and Council members

FROM: Alyssa Welling, Administrative Assistant

DATE: May 22, 2025

RE: Approve Pay Request #4 - On Track Construction, LLC - Greenbelt Landing Construction Project - \$23,085.00

SYNOPSIS:

Staff recommends approval of Pay Request #4 to On Track Construction, LLC for the work completed to date on the Greenbelt Landing Project.

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

Pay Request #4: **\$23,085.00**

Total Requested to Date: **\$507,965.00**

Remaining contract amount: **\$1,192,035.00**

Attachments:

1. On Track Pay App 04 - April
2. On Track - Lien Waiver PE #4

TO CONTRACTOR:

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

PROJECT:

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

APPLICATION NO: 4

INVOICE NO: 4

PERIOD: 04/01/25 - 04/30/25

PROJECT NO: 23046

CONTRACT NO: SC-004 Clive Greenbelt
Landing

CONTRACT DATE: 09/12/2024

CERTIFICATE DATE: 04/29/2025

SUBMITTED DATE:

FROM SUBCONTRACTOR:

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

SUBCONTRACT FOR: On Track - BP #31

SUBCONTRACTOR'S APPLICATION FOR PAYMENT

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

1.	Original Contract Sum	\$1,700,000.00
2.	Net change by change orders	\$0.00
3.	Contract Sum to date (Line 1 ± 2)	\$1,700,000.00
4.	Total completed and stored to date (Column G on detail sheet)	\$534,700.00
5.	Retainage:	
	a. 5.00% of completed work	\$25,596.50
	b. 5.00% of stored material	\$1,138.50
	Total retainage (Line 5a + 5b or total in column I of detail sheet)	\$26,735.00
6.	Total earned less retainage (Line 4 less Line 5 Total)	\$507,965.00
7.	Less previous certificates for payment (Line 6 from prior certificate)	\$484,880.00
8.	Current payment due:	\$23,085.00
9.	Balance to finish, including retainage (Line 3 less Line 6)	\$1,192,035.00

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

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

SUBCONTRACTOR: On Track Construction, LLC

By: _____ Date: _____

State of:

County of:

Subscribed and sworn to before
me this _____ day of _____

Notary Public:

My commission expires:

David Bruce Morrow

Digitally signed by David Bruce Morrow
DN: C=US,
E=bruce.morrow@smithgroup.com,
CN=David Bruce Morrow
Reason: I am approving this document
Date: 2025.04.29 10:25:55-05'00'

Drew Johnson

Digitally signed by Drew Johnson
DN: C=US,
E=drewj@dcigroup-us.com,
CN=Drew Johnson
Date: 2025.05.05
09:17:24-05'00'

Document SUMMARY SHEET, APPLICATION AND CERTIFICATE FOR PAYMENT, containing

Contractor's signed Certification is attached.

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

APPLICATION NUMBER: 4

APPLICATION DATE: 04/25/2025

PERIOD: 04/01/25 - 04/30/25

Contract Lines

A		B	C	D	E	F	G		H	I
ITEM NO.	BUDGET CODE	DESCRIPTION OF WORK	SCHEDULED VALUE	APPROVED WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	%(G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
				FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
1	31-310000.000.Subcontract BP #31 - Earthwork - Demolition/Grading/Utilities/Erosion Control	Mobilization, Bonds & Insurance	\$110,000.00	\$55,000.00	\$0.00	\$0.00	\$55,000.00	50.00%	\$55,000.00	\$2,750.00
2	31-310000.000.Subcontract BP #31 - Earthwork - Demolition/Grading/Utilities/Erosion Control	Clearing & Grubbing	\$50,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$50,000.00	\$0.00
3	31-310000.000.Subcontract BP #31 - Earthwork - Demolition/Grading/Utilities/Erosion Control	Removals - Paving & Sidewalk	\$76,000.00	\$64,600.00	\$3,800.00	\$0.00	\$68,400.00	90.00%	\$7,600.00	\$3,420.00
4	31-310000.000.Subcontract BP #31 - Earthwork - Demolition/Grading/Utilities/Erosion Control	Removals - Landscaping	\$7,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$7,000.00	\$0.00
5	31-310000.000.Subcontract BP #31 - Earthwork - Demolition/Grading/Utilities/Erosion Control	Removals - Rip Rap	\$2,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$2,000.00	\$0.00
6	31-310000.000.Subcontract BP #31 - Earthwork - Demolition/Grading/Utilities/Erosion Control	Removals - Storm Sewer	\$10,000.00	\$1,500.00	\$0.00	\$0.00	\$1,500.00	15.00%	\$8,500.00	\$75.00
7	31-310000.000.Subcontract BP #31 - Earthwork - Demolition/Grading/Utilities/Erosion Control	Removals - Sanitary	\$7,500.00	\$7,500.00	\$0.00	\$0.00	\$7,500.00	100.00%	\$0.00	\$375.00
8	31-310000.000.Subcontract BP #31 - Earthwork - Demolition/Grading/Utilities/Erosion Control	Earthwork - Temp Construction Entrances	\$8,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$8,000.00	\$0.00
9	31-310000.000.Subcontract BP #31 - Earthwork - Demolition/Grading/Utilities/Erosion Control	Earthwork - Topsoil Strip & Stockpile	\$38,000.00	\$9,500.00	\$0.00	\$0.00	\$9,500.00	25.00%	\$28,500.00	\$475.00
10	31-310000.000.Subcontract BP #31 - Earthwork - Demolition/Grading/Utilities/Erosion Control	Earthwork - Cut & Fill	\$76,000.00	\$3,800.00	\$3,800.00	\$0.00	\$7,600.00	10.00%	\$68,400.00	\$380.00

A		B	C	D	E	F	G		H	I
ITEM NO.	BUDGET CODE	DESCRIPTION OF WORK	SCHEDULED VALUE	APPROVED WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
				FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
11	31-310000.000.Subcontract BP #31 - Earthwork - Demolition/Grading/Utilities/Erosion Control	Earthwork - Export	\$88,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$88,000.00	\$0.00
12	31-310000.000.Subcontract BP #31 - Earthwork - Demolition/Grading/Utilities/Erosion Control	Earthwork - Bioretention & Pond Shaping	\$55,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$55,000.00	\$0.00
13	31-310000.000.Subcontract BP #31 - Earthwork - Demolition/Grading/Utilities/Erosion Control	Earthwork - 12" Prep for Paving	\$29,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$29,000.00	\$0.00
14	31-310000.000.Subcontract BP #31 - Earthwork - Demolition/Grading/Utilities/Erosion Control	Earthwork - 6" Subbase for Paving	\$67,000.00	\$0.00	\$6,700.00	\$0.00	\$6,700.00	10.00%	\$60,300.00	\$335.00
15	31-310000.000.Subcontract BP #31 - Earthwork - Demolition/Grading/Utilities/Erosion Control	Earthwork - Erosion Stone & Rip Rap	\$168,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$168,000.00	\$0.00
16	31-310000.000.Subcontract BP #31 - Earthwork - Demolition/Grading/Utilities/Erosion Control	Earthwork - Vegetated Geogrid w/ Soil	\$85,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$85,000.00	\$0.00
17	31-310000.000.Subcontract BP #31 - Earthwork - Demolition/Grading/Utilities/Erosion Control	Earthwork - Stabilized Aggregate Paving Base	\$75,500.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$75,500.00	\$0.00
18	31-310000.000.Subcontract BP #31 - Earthwork - Demolition/Grading/Utilities/Erosion Control	Earthwork - Topsoil Respread & Finish Grading	\$36,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$36,000.00	\$0.00
19	31-310000.000.Subcontract BP #31 - Earthwork - Demolition/Grading/Utilities/Erosion Control	Utilities - Building Water Service	\$10,000.00	\$0.00	\$10,000.00	\$0.00	\$10,000.00	100.00%	\$0.00	\$500.00
20	31-310000.000.Subcontract BP #31 - Earthwork - Demolition/Grading/Utilities/Erosion Control	Utilities - 18" Sanitary Main Reroute	\$228,500.00	\$205,730.00	\$0.00	\$22,770.00	\$228,500.00	100.00%	\$0.00	\$11,425.00
21	31-310000.000.Subcontract BP #31 - Earthwork - Demolition/Grading/Utilities/Erosion Control	Utilities - Sanitary Building Service	\$8,500.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$8,500.00	\$0.00

A		B	C	D	E	F	G		H	I
ITEM NO.	BUDGET CODE	DESCRIPTION OF WORK	SCHEDULED VALUE	APPROVED WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
				FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
22	31-310000.000.Subcontract BP #31 - Earthwork - Demolition/Grading/Utilities/Erosion Control	Utilities - Storm Sewer Piping	\$149,000.00	\$74,500.00	\$0.00	\$0.00	\$74,500.00	50.00%	\$74,500.00	\$3,725.00
23	31-310000.000.Subcontract BP #31 - Earthwork - Demolition/Grading/Utilities/Erosion Control	Utilities - Storm Sewer Structures	\$103,500.00	\$51,750.00	\$0.00	\$0.00	\$51,750.00	50.00%	\$51,750.00	\$2,587.50
24	31-310000.000.Subcontract BP #31 - Earthwork - Demolition/Grading/Utilities/Erosion Control	Utilities - Subdrain Piping	\$74,500.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$74,500.00	\$0.00
25	31-310000.000.Subcontract BP #31 - Earthwork - Demolition/Grading/Utilities/Erosion Control	Utilities - Traffic Control for 114th Utility Crossing	\$10,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$10,000.00	\$0.00
26	31-310000.000.Subcontract BP #31 - Earthwork - Demolition/Grading/Utilities/Erosion Control	Utilities - Pavement Replacement for Utilities	\$20,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$20,000.00	\$0.00
27	31-310000.000.Subcontract BP #31 - Earthwork - Demolition/Grading/Utilities/Erosion Control	Seeding & EC - Erosion Control/ Silt Fence	\$55,000.00	\$13,750.00	\$0.00	\$0.00	\$13,750.00	25.00%	\$41,250.00	\$687.50
28	31-310000.000.Subcontract BP #31 - Earthwork - Demolition/Grading/Utilities/Erosion Control	Seeding & EC - TRM Matting	\$15,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$15,000.00	\$0.00
29	31-310000.000.Subcontract BP #31 - Earthwork - Demolition/Grading/Utilities/Erosion Control	Seeding & EC - Live Stakes	\$33,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$33,000.00	\$0.00
30	31-310000.000.Subcontract BP #31 - Earthwork - Demolition/Grading/Utilities/Erosion Control	Seeding & EC - Temp Seeding & Hydromulch	\$5,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$5,000.00	\$0.00
TOTALS:			\$1,700,000.00	\$487,630.00	\$24,300.00	\$22,770.00	\$534,700.00	31.45%	\$1,165,300.00	\$26,735.00

Grand Totals

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	APPROVED WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
GRAND TOTALS:		\$1,700,000.00	\$487,630.00	\$24,300.00	\$22,770.00	\$534,700.00	31.45%	\$1,165,300.00	\$26,735.00

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

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

Project: Clive Greenbelt Landing
City of Clive

APPLICATION NO: 4
APPLICATION DATE: 30-Apr-25

PERIOD TO: 30-Apr-25

Contractor PO# 2426CL

CONTRACT DATE: 12-Sep-24

Distribution to:

☐ OWNER

☐ ARCHITECT

☒ CONTRACTOR

☐

☐

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

CONTRACT FOR: GRADING & UTILITIES

JOB# 2426CL

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM	\$	1,700,000.00
2. Net change by Change Orders	\$	0.00
3. CONTRACT SUM TO DATE (Line 1 ± 2)	\$	1,700,000.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$	534,700.00
5. RETAINAGE:		
a. 5 % of Completed Work (Column D + E on G703)	\$	26,735.00
b. % of Stored Material (Column F on G703)	\$	
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$	26,735.00
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	\$	507,965.00
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	484,880.00
8. CURRENT PAYMENT DUE	\$	23,085.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	1,192,035.00

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

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

CONTRACTOR:

By:  Date: 4/23/2025

ENGINEER'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED \$

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

By: _____ Date: _____

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

B	C	D	E1	F4	G1	G2	H	I
Work Description	Scheduled Value	From Previous Application	This Period	Presently Stored Materials	Total Completed and Stored To Date	Percent Complete	Balance To Finish	Retainage
BASE CONTRACT								
Mobilization, Bonds & Insurance	\$ 110,000.00	\$55,000.00			\$55,000.00	50.00%	\$55,000.00	\$2,750.00
Clearing & Grubbing	\$ 50,000.00				\$0.00	0.00%	\$50,000.00	\$0.00
Removals - Paving & Sidewalk	\$ 76,000.00	\$64,600.00	\$3,800.00		\$68,400.00	90.00%	\$7,600.00	\$3,420.00
Removals - Landscaping	\$ 7,000.00				\$0.00	0.00%	\$7,000.00	\$0.00
Removals - Rip Rap	\$ 2,000.00				\$0.00	0.00%	\$2,000.00	\$0.00
Removals - Storm Sewer	\$ 10,000.00	\$1,500.00			\$1,500.00	15.00%	\$8,500.00	\$75.00
Removals - Sanitary	\$ 7,500.00	\$7,500.00			\$7,500.00	100.00%	\$0.00	\$375.00
Earthwork - Temp Construction Entrances	\$ 8,000.00				\$0.00	0.00%	\$8,000.00	\$0.00
Earthwork - Topsoil Strip & Stockpile	\$ 38,000.00	\$9,500.00			\$9,500.00	25.00%	\$28,500.00	\$475.00
Earthwork - Cut & Fill	\$ 76,000.00	\$3,800.00	\$3,800.00		\$7,600.00	10.00%	\$68,400.00	\$380.00
Earthwork - Export	\$ 88,000.00				\$0.00	0.00%	\$88,000.00	\$0.00
Earthwork - Bioretention & Pond Shaping	\$ 55,000.00				\$0.00	0.00%	\$55,000.00	\$0.00
Earthwork - Grade for Trails & Paving	\$ 67,000.00		\$6,700.00		\$6,700.00	10.00%	\$60,300.00	\$335.00
Earthwork - 12" Prep for Paving	\$ 29,000.00				\$0.00	0.00%	\$29,000.00	\$0.00
Earthwork - Erosion Stone & Rip Rap	\$ 168,000.00				\$0.00	0.00%	\$168,000.00	\$0.00
Earthwork - Vegetated Geogrid w/ Soil	\$ 85,000.00				\$0.00	0.00%	\$85,000.00	\$0.00
Earthwork - Stabilized Aggregate Paving Base	\$ 75,500.00				\$0.00	0.00%	\$75,500.00	\$0.00
Earthwork - Topsoil Respread & Finish Grading	\$ 36,000.00				\$0.00	0.00%	\$36,000.00	\$0.00
Utilities - Building Water Service	\$ 10,000.00		\$10,000.00		\$10,000.00	100.00%	\$0.00	\$500.00
Utilities - 18" Sanitary Main Reroute	\$ 228,500.00	\$228,500.00			\$228,500.00	100.00%	\$0.00	\$11,425.00
Utilities - Sanitary Building Service	\$ 8,500.00				\$0.00	0.00%	\$8,500.00	\$0.00
Utilities - Storm Sewer Piping	\$ 149,000.00	\$74,500.00			\$74,500.00	50.00%	\$74,500.00	\$3,725.00
Utilities - Storm Sewer Structures	\$ 103,500.00	\$51,750.00			\$51,750.00	50.00%	\$51,750.00	\$2,587.50
Utilities - Subdrain Piping	\$ 74,500.00				\$0.00	0.00%	\$74,500.00	\$0.00
Utilities - Traffic Control for 114th Utility Crossing	\$ 10,000.00				\$0.00	0.00%	\$10,000.00	\$0.00
Utilities - Pavement Replacement for Utilities	\$ 20,000.00				\$0.00	0.00%	\$20,000.00	\$0.00
Seeding & EC - Erosion Control/ Silt Fence	\$ 55,000.00	\$13,750.00			\$13,750.00	25.00%	\$41,250.00	\$687.50
Seeding & EC - TRM Matting	\$ 15,000.00				\$0.00	0.00%	\$15,000.00	\$0.00
Seeding & EC - Live Stakes	\$ 33,000.00				\$0.00	0.00%	\$33,000.00	\$0.00
Seeding & EC - Temp Seeding & Hydromulch	\$ 5,000.00				\$0.00	0.00%	\$5,000.00	\$0.00
CHANGE ORDERS								
TOTAL	\$1,700,000.00	\$510,400.00	\$24,300.00	\$0.00	\$534,700.00	31.45%	\$1,165,300.00	\$26,735.00

PAYROLL

For contractor's optional use; see instructions at dol.gov/agencies/whd/forms/wh347

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NAME OF CONTRACTOR ☒ OR SUBCONTRACTOR ☐		ADDRESS		OMB No. 1235-0008 Expires 09/30/2026	
On Track Construction, LLC		1435 West F Ave Nevada, IA 50201			
PAYROLL NO. 8		FOR WEEK ENDING 03/29/2025		PROJECT AND LOCATION Greenbelt Landing Project Clive, IA	
				PROJECT OR CONTRACT NO. 23-046 Clive Greenbelt Landing	

(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	(2) NO. OF WITHHOLDING EXEMPTIONS	(3) WORK CLASSIFICATION	OT OR ST.	(4) DAY AND DATE							(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS						(9) NET WAGES PAID FOR WEEK
				S	M	T	W	T	F	S				FICA	WITH- HOLDING TAX	State Withholding	Medical & Retirement	OTHER	TOTAL DEDUCTIONS	
				3/23	3/24	3/25	3/26	3/27	3/28	3/29										
2333 - Dylan Jones	0	Laborer Group AA Zone 1 Foreman	O									\$65.79	\$1,097.36							
			S		9.50	8.00		7.00			24.50	42.00 2.79	\$2,303.08	\$175.31	\$197.00	\$78.31	\$0.00	\$0.00	\$450.62	\$1,852.46
7818 - Troy Bakies	1	Laborer Group AA Zone 1	O									\$53.71	\$882.23							
			S		8.50	8.00		6.00			22.50	29.00 10.21	\$1,677.28	\$128.32	\$169.00	\$54.97	\$0.00	\$0.00	\$352.29	\$1,324.99
4284 - Timothy Baker	0	Power Equipment Operator Group A Zone 1	O									\$63.40	\$426.55							
			S		9.50						9.50	37.00 7.90	\$1,166.55	\$89.25	\$62.00	\$35.56	\$0.00	\$0.00	\$186.81	\$979.74
8975 - Chad Smith	0	Power Equipment Operator Group B Zone 1	O									\$62.39	\$421.71							
			S		9.50						9.50	36.00 8.39	\$2,034.21	\$146.06	\$242.00	\$85.92	\$115.37	\$120.00	\$709.35	\$1,324.86
9592 - Anthony Schuler	0	Laborer Group B Zone 1	O									\$45.62	\$554.73							
			S		8.50	8.00					16.50	24.00 9.62	\$1,360.11	\$104.05	\$123.00	\$40.33	\$68.01	\$0.00	\$335.39	\$1,024.72
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While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5(a). The Copeland Act (40 U.S.C. § 3145) contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) regulations at 29 C.F.R. § 5.5(a)(3)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

Public Burden Statement

We estimate that it will take an average of 55 minutes to complete this collection, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S3502, 200 Constitution Avenue, N.W., Washington, D.C. 20210

(over)

Date 4/2/2025

I, Kelly Cook Office Manager
(Name of Signatory Party) (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by

On Track Construction, LLC

(Contractor or Subcontractor) on the

Greenbelt Landing Project

(Building or Work); that during the payroll period commencing on the

23rd day of March, 2025, and ending the 29th day of March, 2025

all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said

On Track Construction, LLC

(Contractor or Subcontractor) from the full

weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. § 3145), and described below:

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS



— in addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH



— Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION
Dylan Jones \$13.71 in co paid fringe benefits	Family health, dental & vision Ins.; Life ins; company vehicle.
Chad Smith \$6.06 in co paid fringe benefits	Health, dental & vision Ins.; Life/accident Ins; HSA & 401k contribution.
Timothy Baker \$7.10 in co paid fringe benefits	Health, dental & vision Ins.; Life Ins.
Anthony Schuler Jr \$1.36 in co paid fringe benefits	Dental & vision Ins.; Life/accident Ins; 401k contribution.

REMARKS:

NAME AND TITLE

Kelly Cook - Office Manager

SIGNATURE

Kelly Cook

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 3729 OF TITLE 31 OF THE UNITED STATES CODE.

PAYROLL

For contractor's optional use; see instructions at dol.gov/agencies/whd/forms/wh347

Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.

NAME OF CONTRACTOR ☒ OR SUBCONTRACTOR ☐				ADDRESS				OMB No. 1235-0008 Expires 09/30/2026			
On Track Construction, LLC				1435 West F Ave Nevada, IA 50201							
PAYROLL NO. 9		FOR WEEK ENDING 04/05/2025		PROJECT AND LOCATION Greenbelt Landing Project Clive, IA				PROJECT OR CONTRACT NO. 23-046 Clive Greenbelt Landing			

(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	(2) NO. OF WITHHOLDING EXEMPTIONS	(3) WORK CLASSIFICATION	OT OR ST.	(4) DAY AND DATE							(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS						(9) NET WAGES PAID FOR WEEK
				S	M	T	W	T	F	S				FICA	WITH- HOLDING TAX	State Withholding	Medical & Retirement	OTHER	TOTAL DEDUCTIONS	
				3/30	3/31	4/1	4/2	4/3	4/4	4/5										
9592 - Anthony Schuler	0	Laborer Group B Zone 1	O									\$45.62	\$33.62							
			S		1.00						1.00	24.00 9.62	\$933.62	\$71.32	\$67.00	\$24.93	\$54.85	\$0.00	\$218.10	\$715.52
7818 - Troy Bakies	1	Laborer Group AA Zone 1	O									\$53.67	\$39.14							
			S		1.00						1.00	29.00 10.14	\$1,126.64	\$86.19	\$58.00	\$34.04	\$11.98	\$0.00	\$190.21	\$936.43
4284 - Timothy Baker	0	Power Equipment Operator Group A Zone 1	O									\$63.32	\$44.82							
			S		1.00						1.00	37.00 7.82	\$1,515.57	\$115.93	\$103.00	\$48.82	\$0.00	\$0.00	\$267.75	\$1,247.82
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While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5(a). The Copeland Act (40 U.S.C. § 3145) contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) regulations at 29 C.F.R. § 5.5(a)(3)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

Public Burden Statement

We estimate that it will take an average of 55 minutes to complete this collection, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S3502, 200 Constitution Avenue, N.W., Washington, D.C. 20210

(over)

Date 4/16/2025

I, Kelly Cook Office Manager
(Name of Signatory Party) (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by

On Track Construction, LLC on the
(Contractor or Subcontractor)

Greenbelt Landing Project; that during the payroll period commencing on the
(Building or Work)

30th day of March, 2025, and ending the 5th day of April, 2025,

all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said

On Track Construction, LLC from the full
(Contractor or Subcontractor)

weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. § 3145), and described below:

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

- ☒ — in addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

- ☐ — Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION
Anthony Schuler Jr \$1.36 in co paid fringe benefits	Dental & vision Ins.; Life/accident Ins; 401k contribution.
Troy Bakies \$0.07 in co paid fringe benefits	Accident ins.
Timothy Baker \$7.18 in co paid fringe benefits	Health, dental & vision Ins.; Life/accident Ins.

REMARKS:

NAME AND TITLE

Kelly Cook - Office Manager

SIGNATURE

Kelly Cook

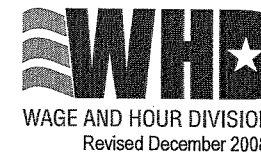
THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 3729 OF TITLE 31 OF THE UNITED STATES CODE.

NAME OF CONTRACTOR ☐ OR SUBCONTRACTOR ☒				ADDRESS				OMB No. 1235-0008 Expires 09/30/2026											
Alpha Landscapes LLC				5145 NW Beaver Drive Johnston, IA 50131															
PAYROLL NO. 3		FOR WEEK ENDING 03/30/2025		PROJECT AND LOCATION Clive Greenbelt Landscaping 1900 NW 114th St , Clive, IA 50325				PROJECT OR CONTRACT NO.											
(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	(2) NO. OF WITHHOLDING EXEMPTIONS	(3) WORK CLASSIFICATION	OT OR ST	(4) DAY AND DATE							(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS					(9) NET WAGES PAID FOR WEEK
				24	25	26	27	28	29	30				FICA	WITH- HOLDING TAX		OTHER	TOTAL DEDUCTIONS	
				M	T	W	TH	F	SA	SU									
David Thomas - 7143		Laborer (Common or General)	O									\$45.41	\$88.55	\$146.82	\$310.28		\$85.75	\$542.85	\$1,404.60
			S	1.95							1.95	28.61	16.80						
Joe Chaney - 8617		Laborer (Common or General)	O									\$45.41	\$69.02	\$106.89	\$190.43			\$297.32	\$1,099.90
			S	1.52							1.52	28.61	16.80						
			O																
			S																
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PAYROLL

For contractor's optional use; see instructions at dol.gov/agencies/whd/forms/wh347

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NAME OF CONTRACTOR ☐ OR SUBCONTRACTOR ☒	ADDRESS	OMB No. 1235-0008 Expires 09/30/2026
Williams Contracting 2, LLC	3091 370th St Manning, IA 51455	

PAYROLL NO. 1	FOR WEEK ENDING 02/08/2025	PROJECT AND LOCATION Greenbelt Landing Project Clive, IA	PROJECT OR CONTRACT NO. 23-046 Clive Greenbelt Landing
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(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	(2) NO. OF WITHHOLDING EXEMPTIONS	(3) WORK CLASSIFICATION	OT. OR ST.	(4) DAY AND DATE							(5) TOTAL HOURS	(6) RATE OF PAY		(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS						(9) NET WAGES PAID FOR WEEK
				S	M	T	W	T	F	S					FICA	WITH- HOLDING TAX	State Withholding	Medical/Re tirement	OTHER	TOTAL DEDUCTIONS	
				2/2	2/3	2/4	2/5	2/6	2/7	2/8											
Cody Willenborg #6443		Zone 1 Group A Power Equipment Operator	o									\$69.75	\$936.00	\$71.60	\$28.00	\$18.03	\$0.00	\$0.00	\$117.63	\$818.37	
			s		9.00	9.00					18.00	35.50	16.50								\$936.00
Michael Bremser #0056		Zone 1 Group C Power Equipment Operator	o									\$63.68	\$863.10	\$106.43	\$89.00	\$37.94	\$0.00	\$0.00	\$233.37	\$1,157.73	
			s		9.00	9.00					18.00	31.45	16.50								\$1,391.10
			o																		
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Public Burden Statement

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(over)

Date 2/17/25

I, Rob Williams owner
(Name of Signatory Party) (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by

Williams Contracting 2, LLC

(Contractor or Subcontractor)

on the

23-046 Clive Greenbelt Landing

(Building or Work)

2nd day of February, 2025, and ending the 8th day of February, 2025

all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said

Williams Contracting 2, LLC

(Contractor or Subcontractor)

from the full

weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. § 3145), and described below:

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS



— in addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH



— Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in section 4(c) below.

(c) EXCEPTIONS

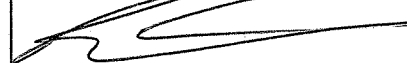
EXCEPTION (CRAFT)	EXPLANATION

REMARKS:

NAME AND TITLE

Rob Williams owner

SIGNATURE



THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 3729 OF TITLE 31 OF THE UNITED STATES CODE.

WAIVER AND RELEASE OF LIEN UPON PROGRESS PAYMENT

The undersigned lienor, in consideration of the sum of \$23,085.00,
hereby waives and releases its lien and right to claim a lien for labor, service, or materials
furnished through April 30, 2025 on the job of City of Clive
to the following described property:

Greenbelt Landing Project

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

Dated on April 29, 2025

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

By: Tracy L. Rhoads

Sworn to and subscribed before me this 29th day of April, 20 25,

By Tracy L. Rhoads.

Tracy L. Rhoads

Notary Public

Print name: Tracy L. Rhoads





Memo

TO: Mayor and Council members

FROM: Matt McQuillen, City Manager

DATE: May 22, 2025

RE: Approve Pay Request #4 - Dahl Air Conditioning & Heating - City Hall/Library Remodel Project Phase 1 - \$111,787.45

SYNOPSIS:

Staff is recommending approval of pay request #4 to Dahl Air Conditioning & Heating LLC for construction completed on phase 1 of the City Hall & Library Renovation Project. Dahl is responsible for Prime Contracts #3 – Mechanical. The pay request was reviewed by the City's Construction Manager and Architect prior to this consideration for approval.

Prime Construction Contract #3 – Mechanical

Contract Amount	\$ 290,925.00	Contract Approved 12/12/24
-----------------	---------------	----------------------------

Pay Request #1	\$ 39,468.70	Approved 2/14/25
Pay Request #2	\$ 44,692.75	Approved 3/13/25
Pay Request #3	\$ 46,333.40	Approved 4/10/25
Pay Request #4	\$ 111,787.45	
Balance Remaining	\$ 48,642.70	

5% Retainage Held	\$ 12,751.70
-------------------	--------------

Total – Pay Request #4	\$ 111,787.45
-------------------------------	----------------------

Acct # 350-5750-6799

Attachments:

1. Dahl Pay App 4

TO CONTRACTOR:

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

PROJECT:

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

APPLICATION NO: 4

INVOICE NO: 4

PERIOD: 04/01/25 - 04/30/25

PROJECT NO: 23048

CONTRACT NO: SC-003 Clive City Hall

CONTRACT DATE: 12/12/2024

CERTIFICATE DATE: 05/05/2025

SUBMITTED DATE:

FROM SUBCONTRACTOR:

Dahl Heating & Air Conditioning
601 Main Street PO Box 253
Van Meter, Iowa 50261

SUBCONTRACT FOR: BP #3 Mechanical

SUBCONTRACTOR'S APPLICATION FOR PAYMENT

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

1.	Original Contract Sum		\$290,925.00
2.	Net change by change orders		\$0.00
3.	Contract Sum to date (Line 1 ± 2)		\$290,925.00
4.	Total completed and stored to date (Column G on detail sheet)		\$255,034.00
5.	Retainage:		
	a. 5.00% of completed work	\$12,751.70	
	b. 0.00% of stored material	\$0.00	
	Total retainage (Line 5a + 5b or total in column I of detail sheet)		\$12,751.70
6.	Total earned less retainage (Line 4 less Line 5 Total)		\$242,282.30
7.	Less previous certificates for payment (Line 6 from prior certificate)		\$130,494.85
8.	Current payment due:		\$111,787.45
9.	Balance to finish, including retainage (Line 3 less Line 6)		\$48,642.70

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

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

SUBCONTRACTOR: Dahl Heating & Air Conditioning

By: _____

State of: _____

County of: _____

Subscribed and sworn to before
me this _____ day of _____

Notary Public: _____

My commission expires: _____

✓ PM Review

4/29/2025 at 9:35 AM CDT

Decision Type

First responder decides

Result

Responders agree

Responded

▼ PM

> ✓ Drew Johnson:

Secondary Review

✓ Secondary Review

5/1/2025 at 10:21 AM CDT

Decision Type

First responder decides

Result

Responders agree

Responded

▼ Designer

> ✓ Thomas Thatcher: Approve

✓ Approved

5/1/2025 at 10:21 AM CDT

Document SUMMARY SHEET, APPLICATION AND CERTIFICATE FOR PAYMENT, containing

Contractor's signed Certification is attached.

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

APPLICATION NUMBER: 4

APPLICATION DATE: 04/25/2025

PERIOD: 04/01/25 - 04/30/25

Contract Lines

A		B	C	D	E	F	G		H	I
ITEM NO.	BUDGET CODE	DESCRIPTION OF WORK	SCHEDULED VALUE	APPROVED WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	%(G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
				FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
1	23-230000.000.Subcontract Bid Package #3 Mechanical	Mobilization & Submittals	\$25,958.00	\$25,958.00	\$0.00	\$0.00	\$25,958.00	100.00%	\$0.00	\$1,297.90
2	23-230000.000.Subcontract Bid Package #3 Mechanical	Demolition	\$16,774.00	\$15,995.00	\$779.00	\$0.00	\$16,774.00	100.00%	\$0.00	\$838.70
3	23-230000.000.Subcontract Bid Package #3 Mechanical	Ductwork and Accessories - Material	\$28,958.00	\$26,437.00	\$2,521.00	\$0.00	\$28,958.00	100.00%	\$0.00	\$1,447.90
4	23-230000.000.Subcontract Bid Package #3 Mechanical	Ductwork and Accessories - Labor	\$11,032.00	\$9,795.00	\$1,237.00	\$0.00	\$11,032.00	100.00%	\$0.00	\$551.60
5	23-230000.000.Subcontract Bid Package #3 Mechanical	Roof Top Units - Material	\$106,529.00	\$14,993.00	\$91,536.00	\$0.00	\$106,529.00	100.00%	\$0.00	\$5,326.45
6	23-230000.000.Subcontract Bid Package #3 Mechanical	Roof Top Units - Labor	\$2,856.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$2,856.00	\$0.00
7	23-230000.000.Subcontract Bid Package #3 Mechanical	GRD's - Material	\$6,985.00	\$6,985.00	\$0.00	\$0.00	\$6,985.00	100.00%	\$0.00	\$349.25
8	23-230000.000.Subcontract Bid Package #3 Mechanical	GRD's - Labor	\$1,598.00	\$0.00	\$1,598.00	\$0.00	\$1,598.00	100.00%	\$0.00	\$79.90
9	23-230000.000.Subcontract Bid Package #3 Mechanical	Testing, Adjusting, & Balancing	\$8,120.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$8,120.00	\$0.00
10	23-230000.000.Subcontract Bid Package #3 Mechanical	Duct Wrap Insulation	\$2,200.00	\$2,200.00	\$0.00	\$0.00	\$2,200.00	100.00%	\$0.00	\$110.00
11	23-230000.000.Subcontract Bid Package #3 Mechanical	Temperature Control	\$79,915.00	\$35,000.00	\$20,000.00	\$0.00	\$55,000.00	68.82%	\$24,915.00	\$2,750.00
TOTALS:			\$290,925.00	\$137,363.00	\$117,671.00	\$0.00	\$255,034.00	87.66%	\$35,891.00	\$12,751.70

Grand Totals

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	APPROVED WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
GRAND TOTALS:		\$290,925.00	\$137,363.00	\$117,671.00	\$0.00	\$255,034.00	87.66%	\$35,891.00	\$12,751.70

LIEN WAIVER

1. IDENTIFYING INFORMATION.

Claimant Name: Dahl Air Conditioning & Heating LLC
Customer Name: City of Clive
Job Location: 1900 NW 114th Street Clive, IA
Owner: City of Clive
Through Date: * 3/11/2025 (*for progress payments ONLY)

2. WAIVER TYPE. (CHECK ONE)

A. ☐ - UNCONDITIONAL Waiver for PARTIAL / PROGRESS Payment

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

\$

B. ☐ - UNCONDITIONAL Waiver for FULL Payment

This document waives and releases lien, stop payment notice, and payment bond rights the claimant has for all labor and service provided, and equipment and material delivered, to the customer on this job. Rights based upon labor or service provided, or equipment or material delivered, pursuant to a written change order that has been fully executed by the parties prior to the date that this document is signed by the claimant, are waived and released by this document, unless listed as an Exception below. The claimant has been paid in full.

C. ☒ - CONDITIONAL Waiver for PARTIAL / PROGRESS Payment

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

Maker of Check: City of Clive
Check Amount: \$46,333.40
Check Payable to: Dahl Air Conditioning

D. ☐ - CONDITIONAL Waiver for FULL Payment

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

Maker of Check:
Check Amount: \$
Check Payable to:

3. SCHEDULE OF PAYMENTS.

4. EXCEPTIONS.

This document does not affect any of the following:

Disputed claims for extras in the amount of: \$

5. SIGNATURE.

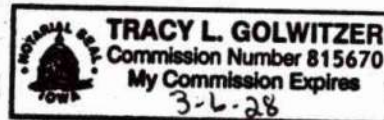
Claimant Signature: _____
Claimant Title: Owner



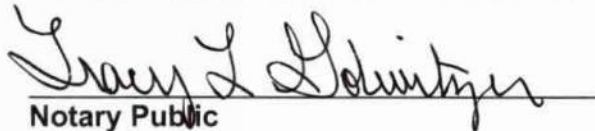
Date: 04/30/2025

6. NOTARIZATION.

State of Iowa
County of Dallas



The foregoing instrument was acknowledged before me, Tracy Golwitzer, this 30th Day of April 2025, by the undersigned, Rusty Rohe, who is personally known to me or satisfactorily proven to me to be the person whose name is subscribed to the within instrument.


Notary Public

My Commission Expires: 3/6/2028



Memo

TO: Mayor and Council members

FROM: Jim Hagelie, Engineering Services Administrator

DATE: May 22, 2025

RE: Approve Pay Request #4 - Calhoun-Burns & Associates - 2025 Bridge Maintenance Repair Program - \$7,954.50

SYNOPSIS:

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

Pay Estimate #4 - \$7,954.50

A breakdown of the contract status is as follows:

Contract Amount	-	\$37,825.00
Paid to Date	-	<u>\$32,822.75</u>
Contract Remaining	-	\$ 5,002.25

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

Attachments:

1. Pay Request #4



STATEMENT OF PROFESSIONAL SERVICES

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

April 25, 2025
Invoice No: 1756 - 4

2025 Bridge Maintenance Program
Contract Date 12/12/2024

Professional Services from March 23, 2025 to April 19, 2025

Phase	02	Final Design		
Fee				
Total Fee		26,875.00		
Percent Complete		100.00	Total Earned	26,875.00
			Previous Fee Billing	21,500.00
			Current Fee Billing	5,375.00
			Total Fee	5,375.00
			Total this Phase	\$5,375.00

Phase	03	Limited Bid & Construction Phase Svs		
Engineering services for				
Fee				
Total Fee		6,500.00		
Percent Complete		35.00	Total Earned	2,275.00
			Previous Fee Billing	0.00
			Current Fee Billing	2,275.00
			Total Fee	2,275.00
			Total this Phase	\$2,275.00

Phase	04	Admin, Coordination and Submittals		
Professional Personnel				
		Hours	Rate	Amount
Principal I		.50	235.00	117.50
Senior Project Engineer IV		1.00	187.00	187.00
Totals		1.50		304.50
Total Labor				304.50
			Total this Phase	\$304.50
			Total this Invoice	\$7,954.50



Memo

TO: Mayor and Council members

FROM: Matt McQuillen, City Manager

DATE: May 22, 2025

RE: Approve Pay Request #5 - DCI Group - Construction Management Services - City Hall/Library Remodel Project Phase 1 - \$23,333.54

SYNOPSIS:

Staff recommend approval of Pay Request #5 to DCI Group for construction management services completed to date for phase 1 of the City Hall/Library Remodel Project. The demolition portion of the project is complete. HVAC/electrical rough-ins are nearly complete and new walls are nearing completion. Work on the transition zone between the remodel area and library is underway with the new entrance and circulation desk being installed.

Construction Management Services (Fee and Staff Costs)

Estimated Contract Amount	\$ 194,947.10	(Contract Approved 12/12/24)
Pay Request #1	\$ 21,226.73	Approved 2-6-25
Pay Request #2	\$ 21,786.73	Approved 2-27-25
Pay Request #3	\$ 20,106.73	Approved 3-27-25
Pay Request #4	\$ 20,666.73	Approved 4-24-25
Pay Request #5	\$ 21,226.73	
Balance Remaining	\$ 89,933.45	

General Conditions/Reimbursements

Estimated Contract Amount	\$ 53,926.53	(Contract Approved 12/12/24)
Pay Request #1	\$ 7,434.28	Approved 2-6-25
Pay Request #2	\$ 17,010.45	Approved 2-27-25
Pay Request #3	\$ 2,564.38	Approved 3-27-25
Pay Request #4	\$ 2,627.79	Approved 4-24-25
Pay Request #5	\$ 2,106.81	
Balance Remaining	\$ 24,810.61	

Total – Pay Request #5 **\$ 23,333.54**

Acct # 350-5750-6407

Attachments:

1. DCI Invoice 5 - CH-Lib Phase 1 CMA 5-22-25



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

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

INVOICE # 11

Date: 4/30/2025
Invoice #: 23-048-11

CM Services performed:
Clive City Hall Renovation

Period Completed:
April 2025

Vendor:	Description	Amount
DCI Group	Construction	\$ 12,320.00
DCI Group	Fee	\$ 8,906.73
DCI Group	Project Reimbursables	\$ 2,106.81
TOTAL DUE:		<u><u>\$ 23,333.54</u></u>

By: _____

Date: _____

DCI GROUP						App # : 11	
						App Date: April-25	
Description of Work	Scheduled Value	Changes	Revised Value	WORK COMPLETED		Total Completed	Balance Remaining
				Previous	This Period		
Clive City Hall Renovation							
Preconstruction	\$ 37,112.00	\$ -	\$ 37,112	\$ 37,112.00	\$ -	\$ 37,112.00	\$ -
Construction - Staff	\$ 132,600.00	\$ -	\$ 132,600	\$ 48,160.00	\$ 12,320.00	\$ 60,480.00	\$ 72,120.00
CM Fee	\$ 62,347.10	\$ -	\$ 62,347	\$ 35,626.91	\$ 8,906.73	\$ 44,533.64	\$ 17,813.46
Reimbursables	\$ 59,426.53	\$ -	\$ 59,427	\$ 29,636.91	\$ 2,106.81	\$ 31,743.72	\$ -
TOTAL	\$ 291,485.63	\$ -	\$ 291,485.63	\$ 150,535.83	\$ 23,333.54	\$ 173,869.37	\$ 89,933.46

Clive City Hall Renovation								
Construction								
Personnel	Hourly Rate	Contract	Previous	This Period	Total	Balance	Cost	
Project Executive	\$ 150.00	156	67	18	85	71	\$	2,700.00
Project Manager	\$ 110.00	390	172	44	216	174	\$	4,840.00
Project Engineer	\$ 85.00	780	344	88	432	348	\$	7,480.00
Total								\$ 12,320.00

Reimbursables				
Vendor	Description	Invoice #	Amount	
DCI Group	Software	DCI GC's	\$	871.93
DCI Group	Safety	DCI GC's	\$	500.00
A King's Throne	Portable Toilet	157445	\$	220.70
Morgan Oaks	Waste Services	20653	\$	514.18
			\$	-
			\$	-
			\$	-
Total			\$	2,106.81



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

Invoice

Date	Invoice #
4/14/2025	CRO157445

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

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

P.O. No.	Terms	Due Date
	Net 28	5/12/2025

Quantity	Description	Rate	Amount
2	Service of Construction Unit (4/14/2025 to 5/11/2025)	90.00	180.00
2	Environmental Fee	15.00	30.00
2	Rental of Construction Unit (4/14/2025 to 5/11/2025)	5.00	10.00T
	Sales Tax	7.00%	0.70
To Pay Online www.akingsthron.com			

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

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

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



Morgan Oaks Roll-Offs

James Bickford
PO Box 42305
Urbandale, IA 50323

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

Invoice #20653

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

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

Work Order #: 31559
Date: Apr 21, 2025
Due: May 21, 2025
Terms:
PO:

Date	Item/Description	Qty	Rate	Amount
4/15	30yd - Standard Standard Pricing - 30 In: Mar 18	1	250.00	250.00
4/15	Fuel Surcharge-Tier 2 Fuel Surcharge. In: Mar 18	1	20.00	20.00
4/15	Landfill Fee Per Ton. Weight: 4.21	4.21	58.00	244.18
Sub Total:				514.18
Total:				\$514.18

Payments:

Date	Payment ID	Method	Reference	Amount
Open balance (this invoice):				\$514.18

James Bickford
PO Box 42305
Urbandale, IA
50323

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

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



Clive City Hall & Library Renovation - General Conditions Estimate - 11/13/2024								
Code	Description	QTY	Unit	Mat Cost	Labor Cost	Other Cost	Line Item Total	
01.0004 Company Related Project Support Tools								
01.0004.0030	Project Software	0.2	PCT	\$3,051,764.58	\$ -	\$ -	\$ -	6,103.53
							Subtotal	\$ 6,103.53
01.0005 Project Office Related								
01.0005.0050	Drinking Water Job Trailer & Field	7	MO	\$ 85.00	\$ -	\$ -	\$ -	595.00
01.0005.0060	Job site office supplies	7	MO	\$ 200.00	\$ -	\$ -	\$ -	1,400.00
01.0005.0110	Plan Copies	1	LS	\$ 5,000.00	\$ -	\$ -	\$ -	5,000.00
01.0005.0120	Handwash Station	7	MO	\$ 250.00	\$ -	\$ -	\$ -	1,750.00
01.0005.0120	Temporary Toilet	7	MO	\$ 150.00	\$ -	\$ -	\$ -	1,050.00
							Subtotal	\$ 9,795.00
01.0008 Safety								
01.0008.0010	Safety	7	MO	\$ 500.00	\$ -	\$ -	\$ -	3,500.00
							Subtotal	\$ 3,500.00
01.0009 Cleanup and Waste Management								
01.0009.0030	Cleanup and General Labor - Construction Progress	13528	LS	\$ 0.50	\$ 1.00	\$ -	\$ -	13,528.00
01.0009.0110	Final Cleaning Labor	1	LS	\$ -	\$20,000.00	\$ -	\$ -	20,000.00
							Subtotal	\$ 33,528.00
01.0011 Cost of Work Related								
01.0011.0010	Misc. Tools & Equipment	1	LS	\$ 1,000.00	\$ -	\$ -	\$ -	1,000.00
							Subtotal	\$ 1,000.00
							General Conditions Total	
							\$	53,926.53

Project Software - Billed
\$871.93/month

Project Safety - Billed
\$500/month



Billing monthly on
invoices #7 through #13



Memo

TO: Mayor and Council members

FROM: Doug Ollendike, Community Development Director

DATE: May 22, 2025

RE: Approve Pay Request #6 - University Boulevard Flood Mitigation-
Project Scoping Plan - Confluence, Inc. - \$19,728.00

SYNOPSIS:

Staff recommends approval of Pay Request #6 to Confluence, Inc. for work completed to date on the University Boulevard Flood Mitigation: Project Scoping Plan.

Original Contract Amount-	\$420,430.00
Pay Request #1-	\$2,400.00
Pay Request #2-	\$24,089.42
Pay Request #3-	\$27,076.40
Pay Request #4-	\$44,410.25
Pay Request #5-	\$52,439.75
Pay Request #6-	\$19,928.00
Contract Balance-	\$250,286.18

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

Attachments:

1. Pay Request #6_Invoice

APPROVED FOR PAYMENT
 BY 330chall6
 DATE 04/28/2025
 ACCT # 349-5750-6407
 ITEM PAY REQUEST #6
University Blvd Flood Mitigation -
Project Scoping Plan

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

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

Invoice number 31724
 Date 04/28/2025
 Project **24278 University Boulevard Flood Mitigation Planning**

Professional Services through April 20, 2025

Send invoice to: dollendike@cityofclive.com

Invoice Summary

Description	Contract Amount	Prior Billed	Total Billed	Current Billed
TASK 1 - PROJECT MANAGEMENT	81,385.00	25,230.50	27,225.00	1,994.50
TASK 2 - PROJECT UNDERSTANDING	65,010.00	63,854.79	63,854.79	0.00
TASK 3 - TECHNICAL ANALYSIS & BCA UPDATE	84,455.00	41,478.53	42,242.03	763.50
TASK 4 - MITIGATION PROJECT EXPLORATION	189,580.00	19,852.00	36,822.00	16,970.00
REIMBURSABLE EXPENSES	0.00	0.00	0.00	0.00
Total	420,430.00	150,415.82	170,143.82	19,728.00

Task 1 - Project Management

Consultant

Barr Engineering Company

Billed Amount
1,994.50

Task 3 - Technical Analysis & BCA Update

Professional Fees

Billed Amount
763.50

Task 4 - Mitigation Project Exploration

Consultant

Barr Engineering Company

Billed Amount
16,970.00

Invoice total **19,728.00**

Aging Summary

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
31724	04/28/2025	19,728.00	19,728.00				
	Total	19,728.00	19,728.00	0.00	0.00	0.00	0.00



Memo

TO: Mayor and Council members

FROM: Alyssa Welling, Administrative Assistant

DATE: May 22, 2025

RE: Approve Pay Request #6 - Air-Con Mechanical Corp. - Greenbelt Landing Construction Project - \$58,439.34

SYNOPSIS:

Staff recommends approval of Pay Request #6 to Air-Con Mechanical Corp. for the work completed to date on the Greenbelt Landing Project.

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

Change Order: **\$11,230.99**

Total Change Orders to Date: **\$11,230.99**

Contract + Change Orders: **\$399,933.99**

Pay Request #6: **\$58,439.34**

Total Requested to Date: **\$139,205.92**

Remaining contract amount: **\$260,728.07**

Attachments:

1. AirCon Pay App 06 - April

TO CONTRACTOR:

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

PROJECT:

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

APPLICATION NO: 6**INVOICE NO:** 1869**PERIOD:** 04/01/25 - 04/30/25**PROJECT NO:** 23046**CONTRACT NO:** SC-003 Clive Greenbelt
Landing**CONTRACT DATE:** 09/12/2024**CERTIFICATE DATE:** 04/29/2025**SUBMITTED DATE:****FROM SUBCONTRACTOR:**

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

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

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

1.	Original Contract Sum		\$388,703.00
2.	Net change by change orders		\$11,230.99
3.	Contract Sum to date (Line 1 ± 2)		\$399,933.99
4.	Total completed and stored to date (Column G on detail sheet)		\$146,532.54
5.	Retainage:		
	a. 5.00% of completed work	\$7,326.62	
	b. 0.00% of stored material	\$0.00	
	Total retainage (Line 5a + 5b or total in column I of detail sheet)		\$7,326.62
6.	Total earned less retainage (Line 4 less Line 5 Total)		\$139,205.92
7.	Less previous certificates for payment (Line 6 from prior certificate)		\$80,766.58
8.	Current payment due:		\$58,439.34
9.	Balance to finish, including retainage (Line 3 less Line 6)		\$260,728.07

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner/Client:	\$0.00	\$0.00
Total approved this month:	\$11,230.99	\$0.00
Totals:	\$11,230.99	\$0.00
Net change by change orders:	\$11,230.99	

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

SUBCONTRACTOR: Air-Con Mechanical Corp.

By: _____ Date: _____

State of:

County of:

Subscribed and sworn to before
me this _____ day of _____

Notary Public:

My commission expires:

David Bruce Morrow

Digitally signed by David Bruce
Morrow
DN: C=US,
E=bruce.morrow@smithgroup.com,
CN=David Bruce Morrow
Reason: I am approving this
document
Date: 2025.04.29 10:15:59-05'00'

Drew Johnson

Digitally signed by Drew Johnson
DN: C=US,
E=drewj@dcigroup-us.com,
CN=Drew Johnson
Date: 2025.05.05 09:08:26-05'00'

Document SUMMARY SHEET, APPLICATION AND CERTIFICATE FOR PAYMENT, containing

Contractor's signed Certification is attached.

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

APPLICATION NUMBER: 6

APPLICATION DATE: 04/25/2025

PERIOD: 04/01/25 - 04/30/25

Contract Lines

A		B	C	D	E	F	G		H	I
ITEM NO.	BUDGET CODE	DESCRIPTION OF WORK	SCHEDULED VALUE	APPROVED WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	%(G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
				FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
1	26-260000.000.Subcontract BP #26 - Electrical	Mobilization	\$2,500.00	\$2,500.00	\$0.00	\$0.00	\$2,500.00	100.00%	\$0.00	\$125.00
2	26-260000.000.Subcontract BP #26 - Electrical	Gear/Feeders	\$40,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$40,000.00	\$0.00
3	26-260000.000.Subcontract BP #26 - Electrical	Lighting	\$112,000.00	\$33,600.00	\$33,600.00	\$0.00	\$67,200.00	60.00%	\$44,800.00	\$3,360.00
4	26-260000.000.Subcontract BP #26 - Electrical	Lighting Controls	\$9,800.00	\$0.00	\$3,920.00	\$0.00	\$3,920.00	40.00%	\$5,880.00	\$196.00
5	26-260000.000.Subcontract BP #26 - Electrical	Power	\$73,000.00	\$21,900.00	\$0.00	\$0.00	\$21,900.00	30.00%	\$51,100.00	\$1,095.00
6	26-260000.000.Subcontract BP #26 - Electrical	Data	\$20,000.00	\$8,000.00	\$0.00	\$0.00	\$8,000.00	40.00%	\$12,000.00	\$400.00
7	26-260000.000.Subcontract BP #26 - Electrical	Fire Alarm	\$9,500.00	\$3,325.00	\$950.00	\$0.00	\$4,275.00	45.00%	\$5,225.00	\$213.75
8	26-260000.000.Subcontract BP #26 - Electrical	Site Lighting	\$58,703.00	\$8,805.45	\$8,805.45	\$0.00	\$17,610.90	30.00%	\$41,092.10	\$880.54
9	26-260000.000.Subcontract BP #26 - Electrical	Underground	\$24,313.00	\$0.00	\$3,646.95	\$0.00	\$3,646.95	15.00%	\$20,666.05	\$182.35
10	26-260000.000.Subcontract BP #26 - Electrical	Bonds	\$3,887.00	\$3,887.00	\$0.00	\$0.00	\$3,887.00	100.00%	\$0.00	\$194.35
11	26-260000.000.Subcontract BP #26 - Electrical	Engineering	\$5,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$5,000.00	\$0.00
12	26-260000.000.Subcontract BP #26 - Electrical	Concrete Bases	\$30,000.00	\$3,000.00	\$0.00	\$0.00	\$3,000.00	10.00%	\$27,000.00	\$150.00
TOTALS:			\$388,703.00	\$85,017.45	\$50,922.40	\$0.00	\$135,939.85	34.97%	\$252,763.15	\$6,796.99

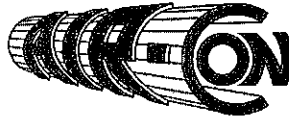
Change Orders

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	APPROVED WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	%(G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
13	CCO # 001 Air-Con CO#1								

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	APPROVED WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
13.1	PCO # 001 CE #007 - PVC Conduit Replacem								
13.1.1	26-260000.000.Subcontract BP #26 - Electrical PVC Conduit Replacement	\$9,635.25	\$0.00	\$9,635.25	\$0.00	\$9,635.25	100.00%	\$0.00	\$481.76
13.1.2	26-260000.000.Subcontract BP #26 - Electrical RFI #37	\$1,595.74	\$0.00	\$957.44	\$0.00	\$957.44	60.00%	\$638.30	\$47.87
TOTALS:		\$11,230.99	\$0.00	\$10,592.69	\$0.00	\$10,592.69	94.32%	\$638.30	\$529.63

Grand Totals

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	APPROVED WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
GRAND TOTALS:		\$399,933.99	\$85,017.45	\$61,515.09	\$0.00	\$146,532.54	36.64%	\$253,401.45	\$7,326.62



ELECTRIC, LLC

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

PARTIAL LIEN WAIVER

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

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

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

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

(☒) **CONDITIONAL Release:** This waiver and release is contingent upon receipt of
payment and final bank clearance of said remittance in the amount of \$58,439.34 (Invoice 1869
Draw # 6). The remittance identified as payment and endorsed by the undersigned marked
"Paid" or otherwise canceled by the bank against which said remittance was drawn, shall
constitute conclusive proof that said invoice or pay request was paid and that payment thereof
was received by the Undersigned, and thereupon this waiver and release shall become effective
automatically without the requirement of any further act, acknowledgment or receipt on the part
of the Undersigned.

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

Joe Davis Signature

Joe Davis Print Name

VP Title

Date

CERTIFIED PAYROLL FORM

Air-Con Electric, LLC
 3121 SE 14th Street
 Des Moines, Iowa 50320
 17
 3/11/2025

Project and Location: DCI Greenbelt
 Project or Contract #: SC-003 Clive Greenbelt Landing
 Air-Con Mech Job #: N-24-2132

Payroll Number:
 For Week Ending:

NAME, ADDRESS, AND SS# OF EMPLOYEE	# WITH OLDIN G EXEM PTION S	OT OR REG	DAY & DATE										TOTAL HOURS	RATE OF PAY	GROSS AMOUNT EARNED (project)	GROSS AMOUNT EARNED (total)	DEDUCTIONS					NET WAGES PAID FOR WEEK
			3	3	3	3	3	3	3	3	3	3					FICA	FWH	SWH	OTHER	TOTAL DEDUCTIO NS	
E. Kain xxx-xx-9531 Electrical Journeyman		OT											0.00		\$ -	\$ 1,422.40	\$ 129.75	\$ 108.82	\$ 32.69	\$ 256.03	\$ 527.29	\$ 895.11
		REG	8.00	8.00								8.00	32.00	\$ 44.45	\$ 1,422.40							
B. Skoog xxx-xx-1502 Electrical Apprentice		OT											0.00		\$ -	\$ 391.20	\$ 27.59	\$ 29.92	\$ 6.10	\$ 43.03	\$ 106.64	\$ 284.56
		REG										8.00	16.00	\$ 24.45	\$ 391.20							
R. Rousseau xxx-xx-3822 Electrical Apprentice		OT											0.00		\$ -	\$ 426.72	\$ 31.85	\$ 32.65	\$ 7.45	\$ 46.94	\$ 118.89	\$ 307.83
		REG										8.00	16.00	\$ 26.67	\$ 426.72							
		OT											0.00		\$ -						\$ -	\$ -
		REG											0.00		\$ -						\$ -	\$ -
		OT											0.00		\$ -						\$ -	\$ -
		REG											0.00		\$ -						\$ -	\$ -
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		REG											0.00		\$ -						\$ -	\$ -
		OT											0.00		\$ -						\$ -	\$ -
		REG											0.00		\$ -						\$ -	\$ -
		OT											0.00		\$ -						\$ -	\$ -
		REG											0.00		\$ -						\$ -	\$ -

Date: 3/12/2025

I, do hereby state:

(1) That I pay or supervise the payment of the persons employed by **Air-Con Electric, LLC** on the **3/11/2025** **Clive Greenbelt Landing SC-003** project; that during the payroll period from **3/5/2025** to **3/11/2025** all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said Air-Con Mechanical Corporation from the full weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 CFR Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. 276c), and described:

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, of if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

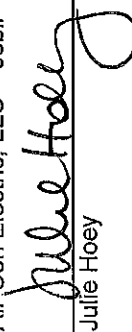
(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS OR PROGRAMS
☒ in addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in Section 4c below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH
☐ each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in Section 4c below.

(c) EXCEPTIONS
EXCEPTION (CRAFT) EXPLANATION

REMARKS Air-Con Electric, LLC Job# N-24-2132

SIGNATURE
NAME & TITLE


Julie Hoey

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE.

CERTIFIED PAYROLL FORM

Air-Con Electric, LLC
3121 SE 14th Street
Des Moines, Iowa 50320
18
3/18/2025

Project and Location: DCI Greenbelt
Project or Contract #: SC-003 Clive Greenbelt Landing
Air-Con Mech Job #: N-24-2132

Payroll Number:
For Week Ending:

NAME, ADDRESS, AND SS# OF EMPLOYEE	# WITH OLDIN G EXEM PTION S	OT OR REG	DAY & DATE							TOTAL HOURS	RATE OF PAY	GROSS AMOUNT EARNED (project)	GROSS AMOUNT EARNED (total)	DEDUCTIONS					NET WAGES PAID FOR WEEK
			3	3	3	3	3	3	3					FICA	FWH	SWH	OTHER	TOTAL DEDUCTIO NS	
E. Kain xxx-xx-9531 Electrical Journeyman		OT								0.00		\$ -	\$ 1,783.00	\$ 202.51	\$ 136.02	\$ 45.26	\$ 320.04	\$ 703.83	\$ 1,079.17
		REG	8.00	8.00	8.00				8.00	40.00	\$ 44.45	\$ 1,778.00							
B. Skoog xxx-xx-1502 Electrical Apprentice		OT								0.00		\$ -	\$ 978.00	\$ 98.00	\$ 74.82	\$ 28.39	\$ 107.58	\$ 308.79	\$ 669.21
		REG	8.00	8.00	8.00				8.00	40.00	\$ 24.45	\$ 978.00							
R. Rousseau xxx-xx-3822 Electrical Apprentice		OT								0.00		\$ -	\$ 426.72	\$ 31.85	\$ 32.64	\$ 7.45	\$ 46.94	\$ 118.88	\$ 307.84
		REG							8.00	16.00	\$ 26.67	\$ 426.72							
		OT								0.00		\$ -						\$ -	\$ -
		REG								0.00		\$ -						\$ -	\$ -
		OT								0.00		\$ -						\$ -	\$ -
		REG								0.00		\$ -						\$ -	\$ -
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		REG								0.00		\$ -						\$ -	\$ -
		OT								0.00		\$ -						\$ -	\$ -
		REG								0.00		\$ -						\$ -	\$ -

96.00

Date: 3/19/2025

I, do hereby state:

(1) That I pay or supervise the payment of the persons employed by **Air-Con Electric, LLC** on the **Clive Greenbelt Landing SC-003** project; that during the payroll period from **3/12/2025** to **3/18/2025** all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said Air-Con Mechanical Corporation from the full weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 CFR Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. 276c), and described:

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, of if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS OR PROGRAMS
☒ in addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in Section 4c below.

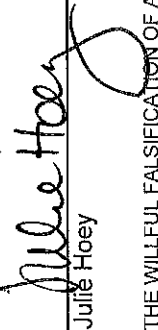
(b) WHERE FRINGE BENEFITS ARE PAID IN CASH
☐ each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in Section 4c below.

(c) EXCEPTIONS
EXCEPTION (CRAFT) EXPLANATION

REMARKS

Air-Con Electric, LLC Job# N-24-2132

SIGNATURE
NAME & TITLE


Julie Hoey

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE.

CERTIFIED PAYROLL FORM

Air-Con Electric, LLC
 3121 SE 14th Street
 Des Moines, Iowa 50320
 19
 Payroll Number:
 For Week Ending: 3/25/2025

Project and Location: DCI Greenbelt
 Project or Contract #: SC-003 Clive Greenbelt Landing
 Air-Con Mech Job #: N-24-2132

NAME, ADDRESS, AND SS# OF EMPLOYEE	# WITH OLDIN G EXEM PTION S	OT OR REG	DAY & DATE							TOTAL HOURS	RATE OF PAY	GROSS AMOUNT EARNED (project)	GROSS AMOUNT EARNED (total)	DEDUCTIONS					NET WAGES PAID FOR WEEK
			3	3	3	3	3	3	3					FICA	FWH	SWH	OTHER	TOTAL DEDUCTIO NS	
			19	20	21	22	23	24	25										
E. Kain Electrical Journeyman		OT								0.00		\$ -	\$ 1,783.00	\$ 202.51	\$ 136.01	\$ 45.26	\$ 320.04	\$ 703.82	\$ 1,079.18
		REG	8.00	8.00	8.00			8.00	8.00	40.00	\$ 44.45	\$ 1,778.00							
B. Skoog Electrical Apprentice		OT								0.00		\$ -	\$ 978.00	\$ 98.00	\$ 74.81	\$ 28.39	\$ 107.58	\$ 308.78	\$ 669.22
		REG	8.00	8.00	8.00			8.00	8.00	40.00	\$ 24.45	\$ 978.00							
R. Rousseau Electrical Apprentice		OT								0.00		\$ -	\$ 1,066.80	\$ 109.81	\$ 81.62	\$ 31.77	\$ 117.35	\$ 340.55	\$ 726.25
		REG	8.00	8.00	8.00			8.00	8.00	40.00	\$ 26.67	\$ 1,066.80							
K. Maldonado Electrical Journeyman		OT								0.00		\$ -	\$ 1,382.95	\$ 123.69	\$ 105.41	\$ 41.29	\$ 151.57	\$ 421.96	\$ 960.99
		REG						7.00	5.00	12.00	\$ 44.45	\$ 533.40							
		OT								0.00		\$ -						\$ -	\$ -
		REG								0.00		\$ -						\$ -	\$ -
		OT								0.00		\$ -						\$ -	\$ -
		REG								0.00		\$ -						\$ -	\$ -
		OT								0.00		\$ -						\$ -	\$ -
		REG								0.00		\$ -						\$ -	\$ -
		OT								0.00		\$ -						\$ -	\$ -
		REG								0.00		\$ -						\$ -	\$ -

132.00

Date: 3/26/2025

I, do hereby state:

(1) That I pay or supervise the payment of the persons employed by **Air-Con Electric, LLC** on the **Clive Greenbelt Landing SC-003** project; that during the payroll period from **3/20/2025** to **3/25/2025** all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said Air-Con Mechanical Corporation from the full weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 CFR Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. 276c), and described:

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, of if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

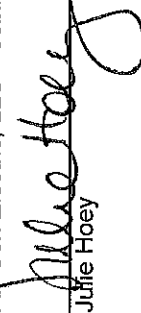
(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS OR PROGRAMS
☒ in addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in Section 4c below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH
☐ each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in Section 4c below.

(c) EXCEPTIONS
EXCEPTION (CRAFT) EXPLANATION

REMARKS Air-Con Electric, LLC Job# N-24-2132

SIGNATURE
NAME & TITLE


Julie Hoey

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE.

CERTIFIED PAYROLL FORM

Air-Con Electric, LLC
3121 SE 14th Street
Des Moines, Iowa 50320
20
4/1/2025

Project and Location: DCI Greenbelt
Project or Contract #: SC-003 Clive Greenbelt Landing
Air-Con Mech Job #: N-24-2132

Payroll Number:
For Week Ending:

NAME, ADDRESS, AND SS# OF EMPLOYEE	# WITH OLDIN G EXEM PTION S	OT OR REG	DAY & DATE							TOTAL HOURS	RATE OF PAY	GROSS AMOUNT EARNED (project)	GROSS AMOUNT EARNED (total)	DEDUCTIONS					NET WAGES PAID FOR WEEK
			3	3	3	3	3	3	3					FICA	FWH	SWH	OTHER	TOTAL DEDUCTIO NS	
			26	27	28	29	30	31	7										
E. Kain xxx-xx-9531 Electrical Journeyman		OT								0.00	\$ -	\$ 1,783.00	\$ 202.51	\$ 136.02	\$ 45.26	\$ 320.04	\$ 703.83	\$ 1,079.17	
		REG	8.00	8.00	3.50			5.50	8.00	33.00	\$ 44.45	\$ 1,466.85							
B. Skoog xxx-xx-1502 Electrical Apprentice		OT								0.00	\$ -	\$ 782.40	\$ 74.53	\$ 59.86	\$ 20.96	\$ 86.06	\$ 241.41	\$ 540.99	
		REG	8.00	8.00	8.00				8.00	32.00	\$ 24.45	\$ 782.40							
R. Rousseau xxx-xx-3822 Electrical Apprentice		OT								0.00	\$ -	\$ 1,066.80	\$ 109.81	\$ 81.60	\$ 31.77	\$ 117.35	\$ 340.53	\$ 726.27	
		REG	8.00	8.00				8.00	8.00	32.00	\$ 26.67	\$ 853.44							
K. Maldonado xxx-xx-5443 Electrical Journeyman		OT								0.00	\$ -	\$ 1,783.00	\$ 211.70	\$ 136.02	\$ 56.49	\$ 195.58	\$ 599.79	\$ 1,183.21	
		REG	8.00	8.00	8.00			8.00	8.00	40.00	\$ 44.45	\$ 1,778.00							
D. Vanderhart xxx-xx-9918 Stockman/Deliveryman		OT								0.00	\$ -	\$ 1,367.60	\$ 85.71	\$ 104.62	\$ 34.39	\$ -	\$ 224.72	\$ 1,142.88	
		REG		2.50						2.50	\$ 34.19	\$ 85.48							
		OT								0.00	\$ -						\$ -	\$ -	
		REG								0.00	\$ -						\$ -	\$ -	
		OT								0.00	\$ -						\$ -	\$ -	
		REG								0.00	\$ -						\$ -	\$ -	
		OT								0.00	\$ -						\$ -	\$ -	
		REG								0.00	\$ -						\$ -	\$ -	

Page 18

139.50

Date: 4/3/2025

I, do hereby state:

(1) That I pay or supervise the payment of the persons employed by **Air-Con Electric, LLC** on the project; that during the payroll period from **3/26/2025** to **4/1/2025** **Clive Greenbelt Landing SC-003** all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said Air-Con Mechanical Corporation from the full weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 CFR Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948; 63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. 276c), and described:

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, of if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

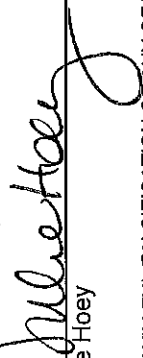
(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS OR PROGRAMS
☒ in addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in Section 4c below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH
☐ each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in Section 4c below.

(c) EXCEPTIONS
EXCEPTION (CRAFT) EXPLANATION

REMARKS Air-Con Electric, LLC Job# N-24-2132

SIGNATURE
NAME & TITLE


Julie Hoey

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE.

CERTIFIED PAYROLL FORM

Air-Con Electric, LLC
3121 SE 14th Street
Des Moines, Iowa 50320
21
4/8/2025

Project and Location: DCI Greenbelt
Project or Contract #: SC-003 Clive Greenbelt Landing
Air-Con Mech Job #: N-24-2132

Payroll Number:
For Week Ending:

NAME, ADDRESS, AND SS# OF EMPLOYEE	# WITH OLDIN G EXEM PTION S	OT OR REG	DAY & DATE								TOTAL HOURS	RATE OF PAY	GROSS AMOUNT EARNED (project)	GROSS AMOUNT EARNED (total)	DEDUCTIONS					NET WAGES PAID FOR WEEK																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																									
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Date: 4/8/2025

I, do hereby state:

(1) That I pay or supervise the payment of the persons employed by **Air-Con Electric, LLC** on the **Clive Greenbelt Landing SC-003** project; that during the payroll period from **4/2/2025** to **4/8/2025** all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said Air-Con Mechanical Corporation from the full weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 CFR Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967, 76 Stat. 357; 40 U.S.C. 276c), and described:

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS OR PROGRAMS
☒ in addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in Section 4c below.

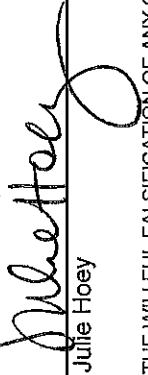
(b) WHERE FRINGE BENEFITS ARE PAID IN CASH
☐ each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in Section 4c below.

(c) EXCEPTIONS
EXCEPTION (CRAFT) EXPLANATION

REMARKS

Air-Con Electric, LLC Job# N-24-2132

SIGNATURE
NAME & TITLE


Julie Hoey

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE.



Memo

TO: Mayor and Council members

FROM: Jim Hagelie, Engineering Services Administrator

DATE: May 22, 2025

RE: Approve Pay Request #6 (retainage release) - Des Moines Asphalt and Paving - 2024 Residential HMA Pavement Rehabilitation Project - \$10,187.35

SYNOPSIS:

Staff is recommending approval of a Pay Request to Des Moines Asphalt and Paving releasing the remaining retainage on the above referenced project.

Pay Estimate #6 (retainage release) - \$10,187.35

A breakdown of the contract status is as follows:

Contract Amount	-	\$509,367.29
Paid to Date	-	<u>\$509,367.29</u>
Contract Remaining	-	\$ -0-

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

Attachments:

1. Pay Request #6



City of Clive

Payment Invoice

2024 RESIDENTIAL HMA PAVEMENT REHABILITATION PROJECT

Description	HMA OVERLAY WITH SOME FULL DEPTH PATCHING, INTAKE REPLACEMENT, AND SIDEWALK REPLACEMENT
Payment Number	6
Pay Period	11/20/2024 to 05/10/2025
Prime Contractor	Des Moines Asphalt and Paving 5550 NE 22nd St. , PO BOX 3365 Des Moines, IA 50316
Payment Status	Pending
Awarded Project Amount	\$508,646.30
Authorized Amount	\$509,367.29

Line Number	Item	Unit	Current Paid Quantity	Unit Price	Amount
Section: 1 Description					
0220	24-022	LS	1.000	\$0.000	\$0.00
EROSION CONTROL MULCHING- HYDROMULCHING					
0420	24-042	LS	1.000	\$0.000	\$0.00
EROSION CONTROL MULCHING- HYDROMULCHING					
					Section Total: \$0.00
					Project Total: \$0.00

Summary

Current Approved Work:	\$0.00	Approved Work To Date:	\$509,367.29
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:	\$10,187.35
Current Retainage Released:	\$10,187.35	Retainage Released To Date:	\$10,187.35
Current Liquidated Damages:	\$0.00	Liquidated Damages To Date:	\$0.00
Current Adjustment:	\$0.00	Adjustments To Date:	\$0.00
Current Payment:	\$10,187.35	Payments To Date:	\$509,367.29
Previous Payment:	\$45,803.56	Previous Payments To Date:	\$499,179.94

Mayor, City of Clive

Date

Project Engineer, Jim Hagelie

Date

Field Engineer, Nolan Daft

Date

Contractor, Des Moines Asphalt and Paving

Date



Memo

TO: Mayor and Council members

FROM: Jim Hagelie, Engineering Services Administrator

DATE: May 22, 2025

RE: Approve Pay Request #7 (retainage release) - The Concrete Company
- 2024 Residential PCC Pavement Rehabilitation Project - \$13,212.81

SYNOPSIS:

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

Pay Estimate #7 (retainage release) - \$13,212.81

A breakdown of the contract status is as follows:

Contract Amount	-	\$660,640.50
Paid to Date	-	<u>\$660,640.50</u>
Retainage Remaining	-	\$ -0-

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

Attachments:

1. Pay Request #7

PAY REQUEST #7

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

Contractor: The Concrete Contracting Co.
5128 NW Beaver Drive
Grimes, IA 50111

Project Title	2024 Residential PCC Pavement Rehab Project	
Clive Project File Number	476	
Amount Due This Pay Request	\$13,212.81	
Orig. Contract Amount & Date	\$591,506.25	2/8/24
Estimated Completion Date	8/23/24	
Pay Period	11/16/2024 - 5/3/2025	
Pay Request Number	#7	
Date	May 16, 2025	

BID ITEMS							
Item No.	Description	Unit	Est. Qty	Unit Price	Extended Price	Quantity Completed	Value Completed
	BASE BID						
1	Patch, Full Depth Repair	SY	4,498.3	\$90.00	\$404,847.00	4,498.3	\$404,847.00
2	Subgrade Repair	Ton	375.0	\$25.00	\$9,375.00	375.0	\$9,375.00
3	Storm Sewer, Trenched, RCP, 15"	LF	32.0	\$165.00	\$5,280.00	32.0	\$5,280.00
4	Storm Sewer Abandonment, Fill and Plug, 15"	LF	30.0	\$95.00	\$2,850.00	30.0	\$2,850.00
5	Connection to Exisitng Pipe, 15"	Each	1.0	\$2,850.00	\$2,850.00	1.0	\$2,850.00
6	Intake, SW-505	Each	2.0	\$7,500.00	\$15,000.00	2.0	\$15,000.00
7	Intake Adjustment, Minor	Each	1.0	\$2,000.00	\$2,000.00	1.0	\$2,000.00
8	Remove Manhole	Each		\$2,500.00			
9	Remove Intake, SW-510	Each	1.0	\$2,000.00	\$2,000.00	1.0	\$2,000.00
10	Water Valve Adjustment	Each	3.0	\$750.00	\$2,250.00	3.0	\$2,250.00
11	Removal of Sidewalk	SY	279.2	\$20.00	\$5,584.00	279.2	\$5,584.00
12	Removal of Curb	LF	54.0	\$15.00	\$810.00	54.0	\$810.00
13	Curb and Gutter, PCC, 2.0'	LF	54.0	\$60.00	\$3,240.00	54.0	\$3,240.00
14	Sidewalk, PCC, 4"	SY	188.1	\$85.00	\$15,988.50	188.1	\$15,988.50
15	Sidewalk, PCC, 6"	SY	106.8	\$105.00	\$11,214.00	106.8	\$11,214.00
16	Detectable Warning	SF	163.0	\$65.00	\$10,595.00	163.0	\$10,595.00
17	Temporary Traffic Control	LS	1.0	\$15,000.00	\$15,000.00	1.0	\$15,000.00
18	Mobilization	LS	1.0	\$20,000.00	\$20,000.00	1.0	\$20,000.00
19	Primary Slurry Control	LS	1.0	\$8,000.00	\$8,000.00	1.0	\$8,000.00
20	Secondary Slurry Control - Grate Intake Bag	Each	10.0	\$315.00	\$3,150.00	10.0	\$3,150.00
21	Hydro-Mulch	Acre		\$20,000.00			
22	Seed, Fertilize and Mulch	Acre	0.30	\$20,000.00	\$6,000.00	0.30	\$6,000.00
23	Temporary RECP, Type 1	SY		\$6.75			
	ALTERNATE A						
24	Patch, Full Depth Repair	SY	726.2	\$90.00	\$65,358.00	726.2	\$65,358.00
25	Subgrade Repair	Ton	75.0	\$25.00	\$1,875.00	75.0	\$1,875.00
26	Intake, SW-501	Each	2.0	\$6,000.00	\$12,000.00	2.0	\$12,000.00
27	Manhole SW-601	Each	1.0	\$1,250.00	\$1,250.00	1.0	\$1,250.00
28	Intake Adjustment, Minor	Each	2.0	\$2,000.00	\$4,000.00	2.0	\$4,000.00
29	Remove Intake, SW-501	Each	2.0	\$1,000.00	\$2,000.00	2.0	\$2,000.00
30	Temporary Traffic Control	LS	1.0	\$3,500.00	\$3,500.00	1.0	\$3,500.00
31	Mobilization	LS	1.0	\$5,000.00	\$5,000.00	1.0	\$5,000.00
32	Primary Slurry Control	LS	1.0	\$2,500.00	\$2,500.00	1.0	\$2,500.00
33	Secondary Slurry Control - Grate Intake Bag	Each	4.0	\$315.00	\$1,260.00	4.0	\$1,260.00
34	Hydro-Mulch	Acre		\$20,000.00			
35	Seed, Fertilize and Mulch	Acre	0.05	\$20,000.00	\$1,000.00	0.05	\$1,000.00
36	Temporary RECP, Type 1	SY		\$6.75			
37	Intake SW-506	LS	1.0	\$14,864.00	\$14,864.00	1.00	\$14,864.00
TOTAL					\$660,640.50		\$660,640.50

MATERIALS STORED SUMMARY						
			Description	# of Units	Unit Price	Extended Cost
			None			
TOTAL						

PAY REQUEST SUMMARY			
		Total Approved	Total Completed
Contract Price		\$591,506.25	\$660,640.50
Approved Change Order 1		\$98,952.50	
Approved Change Order 2		(\$29,818.25)	
Approved Change Order 3			
Approved Change Order 4			
Revised Contract Price		\$660,640.50	\$660,640.50
		Materials Stored	
		Retainage (5%)	
		Total Earned Minus Retainage	\$660,640.50
Total Previously Approved (list each)	Pay Request 1	\$238,180.20	
	Pay Request 2	\$288,587.67	
	Pay Request 3	\$33,772.50	
	Pay Request 4	\$60,418.11	
	Pay Request 5	\$6,650.00	
	Pay Request 6	\$19,819.21	
	Pay Request 7		
	Pay Request 8		
	Pay Request 9		
	Pay Request 10		
		Total Previously Approved	\$647,427.69
		Amount Due This Request	\$13,212.81
		Percent Complete	100.0%
		Percent of Contract Period Utilized	100.0%

The amount **\$13,212.81** is recommended for approval for payment in accordance with the terms of the Contract

Contractor: The Concrete Company, Inc.	Contracting Authority: City of Clive	Prepared by: City of Clive
Signature:	Signature:	Signature:
Name:	Name: John Edwards	Name: Jim Hagelie
Title:	Title: Mayor of Clive	Title: Engineering Services Administrator
Date:	Date:	Date:



Memo

TO: Mayor and Council members

FROM: Alyssa Welling, Administrative Assistant

DATE: May 22, 2025

RE: Approve Pay Request #7 - Central Iowa Mechanical - Greenbelt Landing Construction Project - \$33,025.79

SYNOPSIS:

Staff recommends approval of Pay Request #7 to Central Iowa Mechanical for the work completed to date on the Greenbelt Landing Project.

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

Total Change Orders to Date: **\$2,640.37**

Contract + Change Orders: **\$262,509.37**

Pay Request #4: **\$33,025.79**

Total Requested to Date: **\$193,283.40**

Remaining contract amount: **\$69,225.97**

Attachments:

1. CIM Pay App 07 - April

TO CONTRACTOR:

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

PROJECT:

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

APPLICATION NO: 7

INVOICE NO: 2490850-7

PERIOD: 04/01/25 - 04/30/25

PROJECT NO: 23046

CONTRACT NO: SC-001 Clive Greenbelt
Landing

CONTRACT DATE: 09/12/2024

CERTIFICATE DATE: 04/29/2025

SUBMITTED DATE:

FROM SUBCONTRACTOR:

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

SUBCONTRACT FOR: Central Iowa Mechanical - BP 22

SUBCONTRACTOR'S APPLICATION FOR PAYMENT

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

1.	Original Contract Sum	\$259,869.00
2.	Net change by change orders	\$2,640.37
3.	Contract Sum to date (Line 1 ± 2)	\$262,509.37
4.	Total completed and stored to date (Column G on detail sheet)	\$203,456.23
5.	Retainage:	
	a. 5.00% of completed work	\$10,172.83
	b. 0.00% of stored material	\$0.00
	Total retainage (Line 5a + 5b or total in column I of detail sheet)	\$10,172.83
6.	Total earned less retainage (Line 4 less Line 5 Total)	\$193,283.40
7.	Less previous certificates for payment (Line 6 from prior certificate)	\$160,257.61
8.	Current payment due:	\$33,025.79
9.	Balance to finish, including retainage (Line 3 less Line 6)	\$69,225.97

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner/Client:	\$2,640.37	\$0.00
Total approved this month:	\$0.00	\$0.00
Totals:	\$2,640.37	\$0.00
Net change by change orders:	\$2,640.37	

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

SUBCONTRACTOR: Central Iowa Mechanical

By: _____ Date: _____

State of:

County of:

Subscribed and sworn to before
me this _____ day of _____

Notary Public:

My commission expires:

David Bruce Morrow

Digitally signed by David Bruce Morrow
DN: C=US,
E=bruce.morrow@smithgroup.com,
CN=David Bruce Morrow
Reason: I am approving this document
Date: 2025.04.29 10:18:34-05'00'

Drew Johnson

Digitally signed by Drew Johnson
DN: C=US,
E=drewj@dcigroup-us.com,
CN=Drew Johnson
Date: 2025.05.05 09:08:54-05'00'

Document SUMMARY SHEET, APPLICATION AND CERTIFICATE FOR PAYMENT, containing

Contractor's signed Certification is attached.

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

APPLICATION NUMBER: 7

APPLICATION DATE: 04/25/2025

PERIOD: 04/01/25 - 04/30/25

Contract Lines

A		B	C	D	E	F	G		H	I
ITEM NO.	BUDGET CODE	DESCRIPTION OF WORK	SCHEDULED VALUE	APPROVED WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	%(G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
				FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
1	22-220000.000.Subcontract BP #22 Mechanical	Mobilization	\$13,468.00	\$13,468.00	\$0.00	\$0.00	\$13,468.00	100.00%	\$0.00	\$673.40
2	22-220000.000.Subcontract BP #22 Mechanical	Bonds and permits	\$3,798.00	\$3,798.00	\$0.00	\$0.00	\$3,798.00	100.00%	\$0.00	\$189.90
3	22-220000.000.Subcontract BP #22 Mechanical	Demo work	\$26,424.00	\$25,450.10	\$973.90	\$0.00	\$26,424.00	100.00%	\$0.00	\$1,321.21
4	22-220000.000.Subcontract BP #22 Mechanical	Plumbing Rough in	\$32,785.00	\$11,994.24	\$18,790.00	\$0.00	\$30,784.24	93.90%	\$2,000.76	\$1,539.21
5	22-220000.000.Subcontract BP #22 Mechanical	HVAC rough in	\$33,954.00	\$29,938.79	\$3,000.00	\$0.00	\$32,938.79	97.01%	\$1,015.21	\$1,646.94
6	22-220000.000.Subcontract BP #22 Mechanical	Concrete pads	\$7,790.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$7,790.00	\$0.00
7	22-220000.000.Subcontract BP #22 Mechanical	HVAC Equipment setting	\$90,915.00	\$71,902.73	\$12,000.10	\$0.00	\$83,902.83	92.29%	\$7,012.17	\$4,195.15
8	22-220000.000.Subcontract BP #22 Mechanical	Plumbing fixtures	\$11,154.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$11,154.00	\$0.00
9	22-220000.000.Subcontract BP #22 Mechanical	HVAC Trim out	\$2,549.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$2,549.00	\$0.00
10	22-220000.000.Subcontract BP #22 Mechanical	HVAC Start up	\$3,045.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$3,045.00	\$0.00
11	22-220000.000.Subcontract BP #22 Mechanical	Temperature controls	\$20,460.00	\$9,500.00	\$0.00	\$0.00	\$9,500.00	46.43%	\$10,960.00	\$475.00
12	22-220000.000.Subcontract BP #22 Mechanical	Test and Balance	\$3,940.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$3,940.00	\$0.00
13	22-220000.000.Subcontract BP #22 Mechanical	Insulation	\$7,300.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$7,300.00	\$0.00
14	22-220000.000.Subcontract BP #22 Mechanical	De mobilization	\$2,287.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$2,287.00	\$0.00
TOTALS:			\$259,869.00	\$166,051.86	\$34,764.00	\$0.00	\$200,815.86	77.28%	\$59,053.14	\$10,040.81

Change Orders

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	APPROVED WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
15	CCO # 001 Central Iowa Mechanical CO #1								
15.1	PCO # 001 CE #006 - Community Building S								
15.1.1	22-220000.000.Subcontract BP #22 Mechanical	\$2,640.37	\$2,640.37	\$0.00	\$0.00	\$2,640.37	100.00%	\$0.00	\$132.02
TOTALS:		\$2,640.37	\$2,640.37	\$0.00	\$0.00	\$2,640.37	100.00%	\$0.00	\$132.02

Grand Totals

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	APPROVED WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
GRAND TOTALS:		\$262,509.37	\$168,692.23	\$34,764.00	\$0.00	\$203,456.23	77.50%	\$59,053.14	\$10,172.83

WAIVER OF LIEN TO DATE

STATE OF Iowa

Project Name: **Clive Greenbelt Landing**

COUNTY OF Polk

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

The undersigned, for and in consideration of the sum of **\$33,025.80** Dollars as a partial payment for its furnishing of labor and material for the above-referenced Project, the receipt of which is hereby acknowledged, does hereby waive, release, and discharge any lien claim or lien right it has or could have under the statutes of the State of Iowa to the extent of the partial payment made in exchange for this partial lien release against the above described premises, for material furnished or labor performed to this date. The undersigned states that this partial lien release is not intended to and does not release any lien claims or rights for work, labor, or materials for which payment has not yet been received by the undersigned.

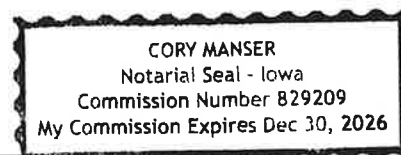
Dated at **Des Moines, IA**, on the 23 day of **April 2025**



Rocky Fontana
VP - Operations

Central Iowa Mechanical

Notary:



Department of Labor

Report Period: 03/31/2025 to 04/06/2025
Payroll#: 15

Company: Central Iowa Mechanical
1720 Fuller Road
West Des Moines IA 50265

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

Employee Information	No of Dep	Work Classification	M	T	W	T	F	S	S	Total Hours	Rate of Pay	Gross Amount	FICA	Fed Tax	State Tax	SDI	Other	Total	Net Wage	Payroll Check #
Ginther Christopher		33 Foreman	D																	
		O																		
3614 SW 8th St		S			2.50	8.00	5.00			15.50	46.66	723.23								
Des Moines IA 50315																				
Total Payroll for Employee:												1,749.75	133.85		48.92		96.39	279.16	1,470.59	041025
Sheets Matthew A	2	45 General	D																	
		O																		
121451 158th ave		S	0.50							0.50	47.86	23.93								
Indianola IA 50125																				
Total Payroll for Employee:												1,914.40	146.44	359.90	121.17		177.20	804.71	1,109.69	041025

Total For All Employees:

D																				
O																				
S	0.50		2.50	8.00	5.00					16.00		747.16								
Total Payroll for All Employees:												3,664.15	280.29	359.90	170.09		273.59	1,083.87	2,580.28	

Date 04/15/2025

I, James Keller Vice Pres. (Name Of Signatory Party) (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by
Central Iowa Mechanical on the
(Contractor or Subcontractor)

Clive Greenbelt Landing; that during the payroll period of 03/31/2025 to 04/06/2025
(Building or Work)

all persons employed on said project have been paid the full weekly wages earned, that
no rebates have been or will be made either directly or indirectly to or on behalf of said

Central Iowa Mechanical from the full
(Contractor or Subcontractor)

weekly wages earned by any person and that no deductions have been made either
directly or indirectly from the full wages earned by any person, other than permissible
deductions as defined in Regulations, Part 3 (29 CFR Subtitle A), issued by the Secretary of
Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967; 76 Stat.
357; 40 U.S.C. 276c), and described below:

FICA (Social Security), Medicare, Federal Income Taxes, State Income Taxes,
State Disability (SDI), Court Ordered Wage Attachments, 401K Plans

(2) That any payrolls otherwise under this contract required to be submitted for the
above period are correct and complete; that the wage rates for laborers or mechanics
contained therein are not less than the applicable wage rates contained in any wage
determination incorporated into the contract; that the classifications set forth therein for
each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide
apprenticeship program registered with a state apprenticeship agency recognized by the
Bureau of Apprenticeship and Training, United States Department of Labor, or if no such
recognized agency exists in a state, are registered with the Bureau of Apprenticeship
and Training, United States Department of Labor.

(4) That:

a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

☒ In addition to the basic hourly wage rates paid to each laborer or mechanic listed in
the above referenced payroll, payments of fringe benefits as listed in the contract
have been or will be made to the appropriate programs for the benefit of such
employees, except as noted in Section 4(c) below.

b) WHERE FRINGE BENEFITS ARE PAID IN CASH

☐ Each laborer or mechanic listed in the above referenced payroll has been paid,
as indicated on the payroll, an amount not less than the sum of the applicable
basic hourly wage rate plus the amount of the required fringe benefits as listed
in the contract, except as noted in Section 4(c) below.

c) EXCEPTIONS

Exception (Craft)	Explanation

Remarks:

Name and Title

James Keller, V.P.

Signature

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY
SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL
PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE
31 OF THE UNITED STATES CODE.

Department of Labor

Report Period: 04/07/2025 to 04/13/2025
Payroll#: 16

Company: Central Iowa Mechanical
1720 Fuller Road
West Des Moines IA 50265

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

Employee Information	No of Dep	Work Classification	M	T	W	T	F	S	S	Total Hours	Rate of Pay	Gross Amount	FICA	Fed Tax	State Tax	SDI	Other	Total	Net Wage	Payroll Check #
Ginther Christopher		33 Foreman	D																	
		O																		
3614 SW 8th St		S	6.00	8.00	8.00	8.00	8.00	8.00		38.00	46.66	1,773.08								
Des Moines IA 50315																				
Total Payroll for Employee:												2,461.32	188.29	75.96	120.26			384.51	2,076.81	041725
Chambers Tucker D		33 Helper	D																	
		O																		
504 10th Street		S			8.00					8.00	19.44	155.52								
Dallas Center IA 50063																				
Total Payroll for Employee:												466.56	35.70	17.81	8.96	1.20		63.67	402.89	041725
Batye Nicklas G		33 A7	D																	
		O																		
6211 Meadow Crest Drive		S	6.00							6.00	30.24	181.44								
Johnston IA 50131																				
Total Payroll for Employee:												1,345.68	102.94	134.78	42.37	2.15		282.24	1,063.44	041725
Total For All Employees:																				
		D																		
		O																		
		S	12.00	8.00	16.00	8.00	8.00	8.00		52.00		2,110.04								
Total Payroll for All Employees:												4,273.56	326.93	152.59	127.29	123.61		730.42	3,543.14	

Date 04/15/2025

I, James Keller Vice Pres.
(Name Of Signatory Party) (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by

Central Iowa Mechanical on the
(Contractor or Subcontractor)

Clive Greenbelt Landing; that during the payroll period of 04/07/2025 to 04/13/2025
(Building or Work)

all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said

Central Iowa Mechanical from the full
(Contractor or Subcontractor)

weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 CFR Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. 276c), and described below:

FICA (Social Security), Medicare, Federal Income Taxes, State Income Taxes, State Disability (SDI), Court Ordered Wage Attachments, 401K Plans

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a state apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a state, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

☒ In addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to the appropriate programs for the benefit of such employees, except as noted in Section 4(c) below.

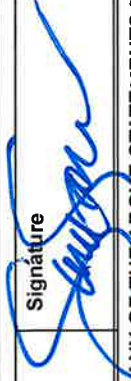
b) WHERE FRINGE BENEFITS ARE PAID IN CASH

☐ Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in Section 4(c) below.

c) EXCEPTIONS

Exception (Craft)	Explanation

Remarks:

Name and Title James Keller, V.P.	Signature 
THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE.	



Memo

TO: Mayor and Council members

FROM: Alyssa Welling, Administrative Assistant

DATE: May 22, 2025

RE: Approve Pay Request #7 - Keystone Construction Services LLC -
Greenbelt Landing Construction Project - \$195,296.69

SYNOPSIS:

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

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

Total Change Orders to Date: **\$9,660.04**

Contract + Change Orders: **\$2,527,660.04**

Pay Request #4: **\$195,296.69**

Total Requested to Date: **\$487,268.98**

Remaining contract amount: **\$2,040,391.06**

Attachments:

1. Keystone Pay App 07 - April
2. Keystone Greenbelt - April Supporting Docs

TO CONTRACTOR:

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

PROJECT:

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

APPLICATION NO: 7

INVOICE NO: 7

PERIOD: 04/01/25 - 04/30/25

PROJECT NO: 23046

CONTRACT NO: SC-002 Clive Greenbelt
Landing

CONTRACT DATE: 09/26/2024

CERTIFICATE DATE: 04/29/2025

SUBMITTED DATE: 04/25/2025

FROM SUBCONTRACTOR:

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

SUBCONTRACT FOR: Keystone Construction - BP #6

SUBCONTRACTOR'S APPLICATION FOR PAYMENT

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

1.	Original Contract Sum	\$2,518,000.00
2.	Net change by change orders	\$9,660.04
3.	Contract Sum to date (Line 1 ± 2)	\$2,527,660.04
4.	Total completed and stored to date (Column G on detail sheet)	\$512,914.72
5.	Retainage:	
	a. 5.00% of completed work	\$16,363.77
	b. 5.00% of stored material	\$9,281.97
	Total retainage (Line 5a + 5b or total in column I of detail sheet)	\$25,645.74
6.	Total earned less retainage (Line 4 less Line 5 Total)	\$487,268.98
7.	Less previous certificates for payment (Line 6 from prior certificate)	\$291,972.29
8.	Current payment due:	\$195,296.69
9.	Balance to finish, including retainage (Line 3 less Line 6)	\$2,040,391.06

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner/Client:	\$9,660.04	\$0.00
Total approved this month:	\$0.00	\$0.00
Totals:	\$9,660.04	\$0.00
Net change by change orders:	\$9,660.04	

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

SUBCONTRACTOR: Keystone Construction Services LLC

By: _____ Date: _____

State of:

County of:

Subscribed and sworn to before
me this _____ day of _____

Notary Public:

My commission expires:

David Bruce Morrow

Digitally signed by David Bruce Morrow
DN: C=US,
E=bruce.morrow@smithgroup.com,
CN=David Bruce Morrow
Reason: I am approving this document
Date: 2025.04.29 10:21:50-05'00'

Drew Johnson

Digitally signed by Drew Johnson
DN: C=US,
E=drewj@dcigroup-us.com,
CN=Drew Johnson
Date: 2025.05.05
09:09:28-05'00'

Document SUMMARY SHEET, APPLICATION AND CERTIFICATE FOR PAYMENT, containing

Contractor's signed Certification is attached.

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

APPLICATION NUMBER: 7

APPLICATION DATE: 04/25/2025

PERIOD: 04/01/25 - 04/30/25

Contract Lines

A		B	C	D	E	F	G		H	I
ITEM NO.	BUDGET CODE	DESCRIPTION OF WORK	SCHEDULED VALUE	APPROVED WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
				FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
1	6-60500.000.Subcontract BP# 6 General	General Requirements	\$341,983.73	\$69,885.00	\$10,000.00	\$0.00	\$79,885.00	23.36%	\$262,098.73	\$3,994.25
2	6-60500.000.Subcontract BP# 6 General	Temp Facilities and Controls	\$20,000.00	\$3,700.00	\$0.00	\$0.00	\$3,700.00	18.50%	\$16,300.00	\$185.00
3	6-60500.000.Subcontract BP# 6 General	Demolition	\$23,465.00	\$10,100.00	\$0.00	\$0.00	\$10,100.00	43.04%	\$13,365.00	\$505.00
4	6-60500.000.Subcontract BP# 6 General	Cast-in-Place Concrete	\$335,919.83	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$335,919.83	\$0.00
5	6-60500.000.Subcontract BP# 6 General	Unit Masonry	\$65,987.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$65,987.00	\$0.00
6	6-60500.000.Subcontract BP# 6 General	Cast Stone Masonry	\$19,050.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$19,050.00	\$0.00
7	6-60500.000.Subcontract BP# 6 General	Structural Steel Framing	\$367,700.00	\$2,800.00	\$0.00	\$10,400.00	\$13,200.00	3.59%	\$354,500.00	\$660.00
8	6-60500.000.Subcontract BP# 6 General	Rough Carpentry	\$10,346.50	\$5,300.00	\$2,000.00	\$0.00	\$7,300.00	70.56%	\$3,046.50	\$365.00
9	6-60500.000.Subcontract BP# 6 General	Finish Carpentry	\$49,682.19	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$49,682.19	\$0.00
10	6-60500.000.Subcontract BP# 6 General	Wood Decking	\$550,987.04	\$0.00	\$192,845.46	\$137,746.76	\$330,592.22	60.00%	\$220,394.82	\$16,529.61
11	6-60500.000.Subcontract BP# 6 General	Weather Barriers	\$2,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$2,000.00	\$0.00
12	6-60500.000.Subcontract BP# 6 General	Asphalt Shingles	\$31,170.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$31,170.00	\$0.00
13	6-60500.000.Subcontract BP# 6 General	Metal Wall Panels	\$22,875.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$22,875.00	\$0.00
14	6-60500.000.Subcontract BP# 6 General	Thermoplastic Membrane Roofing	\$17,579.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$17,579.00	\$0.00
15	6-60500.000.Subcontract BP# 6 General	Joint Sealants	\$1,500.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$1,500.00	\$0.00
16	6-60500.000.Subcontract BP# 6 General	Hollow Metal Doors and Frames	\$32,508.95	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$32,508.95	\$0.00
17	6-60500.000.Subcontract BP# 6 General	Aluminum-Framed Storefronts	\$66,810.00	\$1,770.00	\$730.00	\$0.00	\$2,500.00	3.74%	\$64,310.00	\$125.00
18	6-60500.000.Subcontract BP# 6 General	Gypsum Board Assemblies	\$217,630.00	\$25,370.00	\$0.00	\$0.00	\$25,370.00	11.66%	\$192,260.00	\$1,268.50
19	6-60500.000.Subcontract BP# 6 General	Tiling	\$97,740.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$97,740.00	\$0.00
20	6-60500.000.Subcontract BP# 6 General	Resilient Flooring	\$600.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$600.00	\$0.00
21	6-60500.000.Subcontract BP# 6 General	Painting	\$40,500.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$40,500.00	\$0.00
22	6-60500.000.Subcontract	Dimensional Letter Signage	\$3,898.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$3,898.00	\$0.00

A		B	C	D	E	F	G		H	I
ITEM NO.	BUDGET CODE	DESCRIPTION OF WORK	SCHEDULED VALUE	APPROVED WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
				FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
	BP# 6 General									
23	6-60500.000.Subcontract BP# 6 General	Specialties	\$4,416.19	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$4,416.19	\$0.00
24	6-60500.000.Subcontract BP# 6 General	Toilet Compartments	\$6,618.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$6,618.00	\$0.00
25	6-60500.000.Subcontract BP# 6 General	Toilet/Bath/Laundry Access	\$4,950.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$4,950.00	\$0.00
26	6-60500.000.Subcontract BP# 6 General	Manufactured Fireplaces	\$49,990.00	\$0.00	\$0.00	\$37,492.50	\$37,492.50	75.00%	\$12,497.50	\$1,874.63
27	6-60500.000.Subcontract BP# 6 General	Fire Protection Specialties	\$322.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$322.00	\$0.00
28	6-60500.000.Subcontract BP# 6 General	Closet and Utility Shelving	\$5,454.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$5,454.00	\$0.00
29	6-60500.000.Subcontract BP# 6 General	Residential Kitchen Appliances	\$4,422.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$4,422.00	\$0.00
30	6-60500.000.Subcontract BP# 6 General	Projectors	\$10,565.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$10,565.00	\$0.00
31	6-60500.000.Subcontract BP# 6 General	Window Shades	\$14,488.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$14,488.00	\$0.00
32	6-60500.000.Subcontract BP# 6 General	Residential Casework	\$18,552.57	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$18,552.57	\$0.00
33	6-60500.000.Subcontract BP# 6 General	Decorative Metal Fences - Gates	\$48,710.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$48,710.00	\$0.00
34	6-60500.000.Subcontract BP# 6 General	Site Improvements	\$29,580.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$29,580.00	\$0.00
TOTALS:			\$2,518,000.00	\$118,925.00	\$205,575.46	\$185,639.26	\$510,139.72	20.26%	\$2,007,860.28	\$25,506.99

Change Orders

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	APPROVED WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	%(G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
35	CCO # 001 Keystone Change Order #001								
35.1	PCO # 001 Keystone Change Order #01								
35.1.1	6-60500.000.Subcontract BP# 6 General	\$6,313.04	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$6,313.04	\$0.00
35.1.2	6-60500.000.Subcontract BP# 6 General	\$572.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$572.00	\$0.00
35.1.3	6-60500.000.Subcontract BP# 6 General Additional Fencing	\$2,775.00	\$2,775.00	\$0.00	\$0.00	\$2,775.00	100.00%	\$0.00	\$138.75
TOTALS:		\$9,660.04	\$2,775.00	\$0.00	\$0.00	\$2,775.00	28.73%	\$6,885.04	\$138.75

Grand Totals

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	APPROVED WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
GRAND TOTALS:		\$2,527,660.04	\$121,700.00	\$205,575.46	\$185,639.26	\$512,914.72	20.29%	\$2,014,745.32	\$25,645.74



CONDITIONAL LIEN WAIVER AND RELEASE UPON PROGRESS PAYMENT

KNOW ALL MEN BY THESE PRESENTS:

Upon receiving progress payment in the sum of **\$205,575.46.00** for the job City of Clive Greenbelt Landing, receipt of which is hereby acknowledged, hereby waives, releases, satisfies all lien rights, claims or demands of any kind whatsoever, against the City of Clive, its successors and assigns, which the undersigned now has. This release covers a progress payment for labor, services, equipment or materials furnished to the City of Clive through **April 30, 2025**, only and does not cover any retention retained before or after the release date.

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

Dated: **April 29, 2025**

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

By: **Justin Menke**

Title: **President**

Signature: 

Certified Payroll Report

Report Period: 03/24/2025 to 04/21/2025

Payroll#: 6

Company: Keystone Construction Services, LLC.
1650 NW Gettysburg LN
Waukee IA 50263

Project: Greenbelt Landing
1801 NW 114th St
Clive IA 50325

Chk: DD Chk Date: 04/18/2025 From: 03/24/2025 To: 04/06/2025 Fed Allow: 0 State Allow: 0
Ssn: [REDACTED] Med/FICA FedWh State SDI Other
Justin R Menke 237.15 321.36 81.11 0.00 765.25
3317 144th Court Wages Add Ons Deduct Net
Cumming IA 50061-8541 3,100.00 130.64 1,404.87 1,825.77
Phone: Heritage: Gender: Male
[----- Wages -----] [----- Benefits -----]
Date Trade Type Hours Rate Base Vacation Pension Health Other
03/24/2025 Officer Reg 20.00
This Job: 20.00

Chk: DD Chk Date: 04/18/2025 From: 03/24/2025 To: 04/06/2025 Fed Allow: 0 State Allow: 0
Ssn: [REDACTED] Med/FICA FedWh State SDI Other
Cody L Kynion 205.96 212.39 74.55 0.00 269.00
1511 Fair View Dr Wages Add Ons Deduct Net
Dallas Center IA 50063 2,692.31 0.00 761.90 1,930.41
Phone: 515-777-9314 Heritage: Gender: Male
[----- Wages -----] [----- Benefits -----]
Date Trade Type Hours Rate Base Vacation Pension Health Other
03/26/2025 Superintendent Reg 4.00
This Job: 4.00

Chk: DD Chk Date: 04/18/2025 From: 03/24/2025 To: 04/06/2025 Fed Allow: 0 State Allow: 0
Ssn: [REDACTED] Med/FICA FedWh State SDI Other
Travis H Mumford 323.66 661.23 139.43 0.00 100.00
1108 Rosewood Dr Wages Add Ons Deduct Net
Altoona IA 50009 4,230.77 0.00 1,224.32 3,006.45
Phone: 515-987-1679 Heritage: Gender: Male
[----- Wages -----] [----- Benefits -----]
Date Trade Type Hours Rate Base Vacation Pension Health Other
03/25/2025 Superintendent Reg 2.00
This Job: 2.00

Certified Payroll Report

Report Period: 03/24/2025 to 04/21/2025

Continued...

Chk: DD	Chk Date: 04/18/2025	From: 03/24/2025	To: 04/06/2025	Fed Allow: 0	State Allow: 0	
Ssn: [REDACTED]		Med/FICA	FedWh	State	SDI	Other
Richard W Donaldson		99.28	77.32	31.77	0.00	0.00
508 Sunflower Lane		Wages	Add Ons	Deduct	Net	
Osceola IA 50213		1,297.70	0.00	208.37	1,089.33	
Phone: 641-414-6472	Heritage:		Gender: Male			
		[----- Wages -----]	[----- Benefits -----]			
Date	Trade	Type	Hours	Rate	Base	Vacation Pension Health Other
03/25/2025	Laborer	Reg	2.00	30.1000	60.20	
	This Job:		2.00		60.20	

Chk: DD	Chk Date: 04/18/2025	From: 03/24/2025	To: 04/06/2025	Fed Allow: 0	State Allow: 0	
Ssn: [REDACTED]		Med/FICA	FedWh	State	SDI	Other
Tanner J Weatherman		267.86	447.80	115.52	0.00	213.87
1113 NW 8Th Street		Wages	Add Ons	Deduct	Net	
Grimes IA 50111		3,461.54	253.85	1,045.05	2,670.34	
Phone: 515-460-1683	Heritage:		Gender: Male			
		[----- Wages -----]	[----- Benefits -----]			
Date	Trade	Type	Hours	Rate	Base	Vacation Pension Health Other
03/24/2025	Superintendent	Reg	20.00			
	This Job:		20.00			
	This Job:		48.00		60.20	

STATEMENT OF COMPLIANCE

(CERTIFICATION UNDER PENALTY OF PERJURY)

Date 04/30/2025 at Waukegan, IA

I, Justin Menke do certify under penalty of perjury:

1) That all of the information in this report is true and correct.

2) That I pay or supervise the payment of the persons employed by Keystone Construction Services, LLC. on the Greenbelt Landing, that during the payroll of to all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly from the full wages earned by any person, other than permissible deductions, as described below:

FICA (Social Security), Medicare, Federal Income Taxes, State Income Taxes, State Disability (SDI), Court Ordered Wage Attachments, 401K Plans

3) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rate for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

4) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a state apprenticeship agency.

5) That:

a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

In addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to the appropriate programs for the benefit of such employees.

b) WHERE FRINGE BENEFITS ARE PAID IN CASH

Each laborer or mechanic listed in the above referenced payroll has been paid as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in section 5(c) below:

c) EXCEPTIONS

EXCEPTION (Trade)	EXPLANATION
Remarks	
Name and Title	Signature
Justin Menke President	

Certified Payroll Report

Report Period: Payroll Total For All Jobs
Payroll#: 6

Company: Keystone Construction Services, LLC.
1650 NW Gettysburg LN
Waukeee IA 50263

Project: All Jobs

Payroll Totals for All Reported Checks:

Taxable Wages:	15,166.81
Employee Fica/Medicare:	1,133.91
Federal Income Tax:	1,720.10
State Income Tax:	442.38
Disability Insurance:	
Other Deductions:	1,348.12
Net Pay:	10,522.30

STATEMENT OF COMPLIANCE

(CERTIFICATION UNDER PENALTY OF PERJURY)

Date 04/30/2025 at Waukeee, IA

I, _____ do certify under penalty of perjury:

- 1) That all of the information in this report is true and correct.
- 2) That I pay or supervise the payment of the persons employed by Keystone Construction Services, LLC.
on the All Jobs _____, that during the payroll of _____ to
all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be
made either directly or indirectly from the full wages earned by any person, other than permissible deductions, as
described below:

FICA (Social Security), Medicare, Federal Income Taxes, State Income Taxes, State Disability (SDI),
Court Ordered Wage Attachments, 401K Plans

- 3) That any payrolls otherwise under this contract required to be submitted for the above period are correct and
complete; that the wage rate for laborers or mechanics contained therein are not less than the applicable wage rates
contained in any wage determination incorporated into the contract; that the classifications set forth therein for each
laborer or mechanic conform with the work he performed.

- 4) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program
registered with a state apprenticeship agency.

5) That:

a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

In addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced
payroll, payments of fringe benefits as listed in the contract have been or will be made to the appropriate
programs for the benefit of such employees.

b) WHERE FRINGE BENEFITS ARE PAID IN CASH

Each laborer or mechanic listed in the above referenced payroll has been paid as indicated on the
payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount
of the required fringe benefits as listed in the contract, except as noted in section 5(c) below:

c) EXCEPTIONS

EXCEPTION (Trade)	EXPLANATION
Remarks	
Name and Title	Signature



Memo

TO: Mayor and Council members

FROM: Rai Tokuhisa, Water Resource Engineer

DATE: May 22, 2025

RE: Approve Pay Request #8 – Iowa Earth Works - Little Walnut Creek Stream Stabilization East of Alice's Road - \$ 96,832.19

SYNOPSIS:

Staff recommends approval of Pay Request #8 to Iowa Earth Works for the work performed on the project: Little Walnut Creek Stream Stabilization East of Alice's Road (Resolution 2023-365 passed on 14 DEC 2023).

The construction contract status is as follows:

Original Contract Amount	\$ 762,452.95
Change Order #1:	\$ 41,175.00
Change Order #2:	\$ 2,250.00
Change Order #3:	\$ 29,700.00
Total Approved Agreement Amount:	\$ 835,577.95

Item - Council Date	Amount
Pay Request #1 - 3/14/2024	\$ 65,876.00
Pay Request #2 - 5/23/2024	\$ 17,100.00
Pay Request #3 - 6/13/2024	\$ 12,900.00

Pay Request #4 - 11/14/2024	\$ 227,814.04
Pay Request #5 - 12/12/2024	\$ 170,562.37
Pay Request #6 - 2/6/2025	\$ 49,448.64
Correction for PR # 1-3 - 4/10/2025	\$ (4,793.61)
Pay Request #7 - 4/10/2025	\$ 19,637.00
Pay Request #8 - 5/22/2025	\$ 96,832.19

Paid to date:	\$ 543,701.05
Amount remaining on construction agreement:	\$ 291,876.90
Total requested to date:	\$ 655,376.63
Total amount due this pay request:	\$ 96,832.19
Amount remaining on construction agreement after this pay request:	\$ 195,044.71

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

Attachments:

1. Payment_Invoice_#8_Little_Walnut_Creek__Stream_Stabilization__East_of_Alices_Road



City of Clive

Payment Invoice

Little Walnut Creek, Stream Stabilization, East of Alices Road

Description	Little Walnut Creek, Stream Stabilization, East of Alices Road
Payment Number	8
Pay Period	03/30/2025 to 05/03/2025
Approval Date	05/22/2025
Prime Contractor	Iowa Earth Works PO Box 112 HUXLEY, IA 50124
Payment Status	Pending
Awarded Project Amount	\$762,452.95
Authorized Amount	\$835,577.95

Line Number	Item	Unit	Current Paid Quantity	Unit Price	Amount
Section: 1 Description					
0050	23-005	LS	0.500	\$2,500.000	\$1,250.00
TEMPORARY TRAFFIC CONTROL					
0060	23-006	ACRE	7.130	\$660.000	\$4,705.80
SEEDING, CONVENTIONAL, TEMPORARY					
0070	23-007	ACRE	6.120	\$1,350.000	\$8,262.00
SEEDING, CONVENTIONAL, PERMANENT					
0080	23-008	EACH	3,627.000	\$9.900	\$35,907.30
PLANTS, LIVE STAKES, PERMANENT, ZONE 1					
0090	23-009	EACH	121.000	\$74.000	\$8,954.00
PLANTS, CONTAINERIZED, 5-10 GAL					
0100	23-010	EACH	38.000	\$341.000	\$12,958.00
Project Total:					\$101,928.62

Line Number	Item	Unit	Current Paid Quantity	Unit Price	Amount
PLANTS, CONTAINERIZED, 15 GAL					
0120	23-012	ACRE	7.130	\$1,150.000	\$8,199.50
MULCHING, CONVENTIONAL					
0150	23-015	EACH	3,630.200	\$2.500	\$9,075.50
PLANTS, WARRANTY, BY COUNT, PLANTINGS					
0170	23-017	SY	955.300	\$3.450	\$3,295.78
COIR MAT 700 OR SIMILAR					
0180	23-018	SY	51.900	\$3.450	\$179.05
RECP, TYPE 1A COIR					
0240	23-024	LF	1,782.000	\$2.950	\$5,256.90
SILT FENCE					
0360	23-036	SY	5,519.580	\$0.500	\$2,759.79
COMPREHENSIVE CHANNEL, FLOODPLAIN, AND UPLAND GRADING, GRADING					
0490	24-2424	LS	0.500	\$2,250.000	\$1,125.00
Installing screw into wood stakes.					
				Section Total: \$101,928.62	
				Project Total: \$101,928.62	

Summary

Current Approved Work:	\$101,928.62	Approved Work To Date:	\$689,871.00
Current Stockpile Advancement:	\$0.00	Stockpile Advancement To Date:	\$0.00
Current Stockpile Recovery:	\$0.00	Stockpile Recovery To Date:	\$0.00
Current Retainage:	\$5,096.43	Retainage To Date:	\$34,493.55
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:	\$96,832.19	Payments To Date:	\$655,377.45
Previous Payment:	\$19,637.82	Previous Payments To Date:	\$558,545.26

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



Memo

TO: Mayor and Council members

FROM: Jeff May, Public Works Director

DATE: May 22, 2025

RE: Approve Pay Request #13 – Alice's Road Reconstruction - Phase 1 Design - Snyder & Associates - \$155,434.35

SYNOPSIS:

Staff recommends approval of Pay Request #13 in the amount of \$155,434.35, to Snyder & Associates, for professional services completed on the design for the Alice's Road Reconstruction – Phase 1 – Design.

Please see attached Council Letter for details.

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

Attachments:

1. 05-22-25 - Pay Request #13 - Alice's Road Reconstruction - Phase 1 - Design - Snyder - \$155,434.35
2. CL - 05-22-25 - Pay Request #13 - Alice's Road Reconstruction Design-Phase 1 - Snyder & Associates - \$155,434.35



INVOICE FOR PROFESSIONAL SERVICES

April 30, 2025

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

Invoice No: 123.1396.01 - 13

Email jmay@cityofclive.com

Project 123.1396.01 Alice's Road Reconstruction- Phase 1

Professional Services through March 31, 2025

Division 1

(50% Waukee / 50% Clive)

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

Division 2

(15% Waukee / 85% Clive)

	Hours	Rate	Amount
Principal Engineer II	9.75	252.00	2,457.00
Principal Engineer I	6.50	237.00	1,540.50
Sr. Engineer	25.75	216.00	5,562.00
Engineer VIII	13.50	198.00	2,673.00
Engineer VI	41.00	178.00	7,298.00
Engineer IV	20.50	153.00	3,136.50
Engineer III	2.50	141.00	352.50
Engineer II	71.50	128.00	9,152.00
Sr. Technician	56.50	144.00	8,136.00
Total Services	247.50		40,307.50
Total Services			40,307.50

Stantec Consultant Services Inc.			
1/13/2025	Stantec Consultant Services Inc.	Services through 01/03/2025	189.00
1/13/2025	Stantec Consultant Services Inc.	Services through 01/03/2025	985.50
3/24/2025	Stantec Consultant Services Inc.	Services through 01/31/2025	859.50
3/24/2025	Stantec Consultant Services Inc.	Services through 02/28/2025	5,212.50
Total Consultants			7,246.50

Project	123.1396.01	Clive-NEAlice'sRd-NEHorizonDrtoMeredithD	Invoice	13
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Billing Limits	Current	Prior	To-Date
Total Billings	47,554.00	173,423.70	220,977.70
Limit			344,100.00
Remaining			123,122.30
Phase Subtotal			\$47,554.00

Division 3

(0% Waukee / 100% Clive)

	Hours	Rate	Amount
Principal Engineer II	10.00	252.00	2,520.00
Principal Engineer I	3.50	237.00	829.50
Principal Environmental Scientist I	2.00	237.00	474.00
Sr. Engineer	75.25	216.00	16,254.00
Land Surveyor VIII	25.25	198.00	4,999.50
Engineer VIII	83.50	198.00	16,533.00
Project Manager VII	6.50	187.00	1,215.50
Planner VI	14.25	178.00	2,536.50
Engineer VI	3.00	178.00	534.00
Engineer IV	18.00	153.00	2,754.00
Engineer III	4.50	141.00	634.50
Right-of-Way Agent II	143.50	128.00	18,368.00
Engineer II	37.75	128.00	4,832.00
Lead Technician	91.50	150.00	13,725.00
Sr. Technician	13.00	144.00	1,872.00
Technician VIII	2.75	134.00	368.50
Technician VII	63.50	124.00	7,874.00
Technician VI	1.00	111.00	111.00
Technician V	6.75	101.00	681.75
Technician III	72.00	82.00	5,904.00
Technician I	3.75	66.00	247.50
Administrative II	3.50	77.00	269.50
Total Services	684.75		103,537.75
Total Services			103,537.75

Stantec Consultant Services Inc.			
3/24/2025	Stantec Consultant Services Inc.	Services through 02/28/2025	4,023.75
Total Consultants			4,023.75

Employee Mileage			318.85
Total Expenses			318.85

Billing Limits	Current	Prior	To-Date
Total Billings	107,880.35	322,048.86	429,929.21
Limit			866,400.00
Remaining			436,470.79
Phase Subtotal			\$107,880.35

Amount Due this Invoice \$155,434.35

	Total	Prior	Current
Billings to Date	1,377,381.19	1,221,946.84	155,434.35

Project	123.1396.01	Clive-NEAlice'sRd-NEHorizonDrtoMeredithD	Invoice	13
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Thank you. We appreciate the opportunity to serve you.

Accounts Receivable Inquiry: ar@snyder-associates.com

Project Manager: Nathan Carhoff

April 28, 2025

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

RE: INVOICE NO. 13
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 from December 14, 2024 through March 31, 2025. Our work for this period focused on advancing design and plan production for Phase 1A, coordination with utilities within the corridor, negotiating right-of-way acquisitions, finalizing storm water management, and advancing the landscaping concept for the corridor. Final contract documents for Phase 1A were submitted on January 10, 2025.

During this period, we have also advanced design and plan production for Phase 1B. Work associated with the PEL study for phase 2 through phase 4 is ongoing, this work effort is being paused until such time as a plan is finalized for federal aid funding, once complete we anticipate submission of a contract amendment for the previously discussed out-of-scope items.

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
Invoice #9	\$98,381.72	\$49,190.86	\$49,190.86	\$6,818.29	\$5,795.55	\$1,022.74	\$12,899.75	\$12,899.75	-	\$118,099.76	\$67,886.16	\$50,213.60
Invoice #10	\$94,579.84	\$47,289.92	\$47,289.92	\$810.00	\$688.50	\$121.50	\$27,251.85	\$27,251.85	-	\$122,641.69	\$75,230.27	\$47,411.42
Invoice #11	\$81,104.75	\$40,552.38	\$40,552.37	\$2,374.00	\$2,017.90	\$356.10	\$18,560.00	\$18,560.00	-	\$102,038.75	\$61,130.28	\$40,908.47
Invoice #12	\$10,604.50	\$5,302.25	\$5,302.25	\$74,324.00	\$63,175.40	\$11,148.60	\$73,158.50	\$73,158.50	-	\$158,087.00	\$141,636.15	\$16,450.85
Invoice #13	\$0.00	\$0.00	\$0.00	\$47,554.00	\$40,420.90	\$7,133.10	\$107,880.35	\$107,880.35	-	\$155,434.35	\$148,301.25	\$7,133.10
Total Billed to Date	\$ 726,474.28	\$ 363,237.16	\$ 363,237.12	\$ 220,977.70	\$ 187,831.05	\$ 33,146.65	\$ 429,929.21	\$ 429,929.21	-	\$ 1,377,381.19	\$ 980,997.42	\$ 396,383.77
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: May 22, 2025

RE: Approve Pay Request #13 – Alice’s Road Reconstruction -
Phase 1- Design – Snyder & Associates - \$155,434.35



Public Works Department

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

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

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

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

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

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

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

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

Staff recommends approval of Pay Request #13 in the amount of \$155,434.35, 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
Pay Request #9 (10/10/24)	\$ 49,190.86	\$ 49,190.86	\$ 98,381.72
Pay Request #10 (11/14/24)	\$ 47,289.92	\$ 47,289.92	\$ 94,579.84
Pay Request #11 (12/12/24)	\$ 40,552.38	\$ 40,552.37	\$ 81,104.75
Pay Request #12 (03/27/25)	\$ 5,302.25	\$ 5,302.25	\$ 10,604.50
Pay Request #13 (05/22/25)	\$ 5,302.25	\$ 5,302.25	\$ 10,604.50
Amount Requested to Date – Division 1	\$ 363,237.16	\$ 363,237.12	\$ 726,474.28
Amount paid previously – Division 1	\$ 363,237.16	\$ 363,237.12	\$ 726,474.28
Amount due this pay request – Division 1	\$ 0.00	\$ 0.00	\$ 0.00
Amount remaining - Division 1	\$ 12.84	\$ 12.88	\$ 25.72
 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 (09/12/24)	\$ 6,552.44	\$ 1,156.31	\$ 7,708.75
Pay Request #9 (10/10/24)	\$ 5,795.55	\$ 1,022.74	\$ 6,818.29

Pay Request #10 (11/14/24)	\$ 688.50	\$ 121.50	\$ 810.00
Pay Request #11 (12/12/24)	\$ 2,017.90	\$ 356.10	\$ 2,374.00
Pay Request #12 (03/27/25)	\$ 63,175.40	\$ 11,148.60	\$ 74,324.00
Pay Request #13 (05/22/25)	\$ 40,420.90	\$ 7,133.10	\$ 47,554.00
Total Requested to Date – Division 2	\$ 187,831.05	\$ 33,146.65	\$ 220,977.70
Amount paid previously – Division 2	\$ 147,410.15	\$ 26,013.55	\$ 173,423.70
Amount due this pay request – Division 2	\$ 40,420.90	\$ 7,133.10	\$ 47,554.00
Amount remaining - Division 2	\$ 104,653.95	\$ 18,468.35	\$ 123,122.30

Division 3 Approved Agreement Amount	\$ 866,400.00	\$ 0.00	\$ 866,400.00
Pay Request #1 (02/22/24)	\$ 22,529.45	\$ 0.00	\$ 22,529.45
Pay Request #2 (03/14/24)	\$ 17,857.06	\$ 0.00	\$ 17,857.06
Pay Request #3 (04/11/24)	\$ 33,524.00	\$ 0.00	\$ 33,524.00
Pay Request #4 (05/23/24)	\$ 41,203.75	\$ 0.00	\$ 41,203.75
Pay Request #5 (06/13/24)	\$ 20,341.50	\$ 0.00	\$ 20,341.50
Pay Request #6 (07/25/24)	\$ 22,602.00	\$ 0.00	\$ 22,602.00
Pay Request #7 (08/08/24)	\$ 17,468.75	\$ 0.00	\$ 17,468.75
Pay Request #8 (09/12/24)	\$ 14,652.25	\$ 0.00	\$ 14,652.25
Pay Request #9 (10/10/24)	\$ 12,899.75	\$ 0.00	\$ 12,899.75
Pay Request #10 (11/14/24)	\$ 27,251.85	\$ 0.00	\$ 27,251.85
Pay Request #11 (12/12/24)	\$ 18,560.00	\$ 0.00	\$ 18,560.00
Pay Request #12 (03/27/25)	\$ 73,158.50	\$ 0.00	\$ 73,158.50
Pay Request #13 (05/22/25)	\$ 107,880.35	\$ 0.00	\$ 107,880.35
Total Requested to Date – Division 3	\$ 429,929.21	\$ 0.00	\$ 429,929.21
Amount paid previously – Division 3	\$ 322,048.86	\$ 0.00	\$ 322,048.86
Amount due this pay request – Division 3	\$ 107,880.35	\$ 0.00	\$ 107,880.35
Amount remaining - Division 3	\$ 436,470.79	\$ 0.00	\$ 436,470.79
Total Amount Requested to Date	\$ 980,997.42	\$ 396,383.77	\$ 1,377,381.19
Total Amount Paid Previously	\$ 832,696.17	\$ 389,250.67	\$ 1,221,946.84
Total Amount due this pay request	\$ 148,301.25	\$ 7,133.10	\$ 155,434.35
Total Amount Remaining on Contract	\$ 541,137.58	\$ 18,481.23	\$ 559,618.81

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: Elizabeth Hansen, Director of Administrative Services

DATE: May 22, 2025

RE: Resolution Consenting to Assignment and Change in Control of Telecommunications Facility Agreement with USCOC of Greater Iowa, LLC

SYNOPSIS:

US Cellular has a cellular tower lease agreement with the city. The attached resolution consents to the reassignment and change of control of a 2015 Telecommunication Facility Lease Agreement with USCOC of Greater Iowa, LLC (a US Cellular subsidiary). The new company will be taken over by T-Mobile as part of a larger sale.

Staff approves of this transfer and the change in ownership and agrees not to hold USCellular responsible for anything related to the lease after the deal is done. This approval stands as long as the lease stays the same and remains in effect after the transfer.

Attachments:

1. UsCellular_assignment
2. US Cellular Assignment and Change in Control

RESOLUTION NO. 2025-_____

RESOLUTION CONSENTING TO ASSIGNMENT AND CHANGE IN CONTROL OF
TELECOMMUNICATION FACILITY LEASE AGREEMENT WITH USCOC OF GREATER
IOWA, LLC

WHEREAS, the City of Clive, Iowa (the "City") entered into a Telecommunication Facility Lease Agreement dated May 14, 2015, with USCOC of Greater Iowa, LLC, a subsidiary of United States Cellular Corporation ("UScellular"); and

WHEREAS, UScellular has informed the City that, as part of an internal reorganization, the Lease may be assigned to USCC Wireless Holdings, LLC, a related entity that will assume all obligations under the Lease (the "Assignment"); and

WHEREAS, UScellular further notified the City that upon completion of the sale of its wireless operations and select spectrum assets to T-Mobile US, Inc. (the "Transaction"), expected in mid-2025, USCC Wireless Holdings, LLC will be controlled by T-Mobile US, Inc. (the "Change in Control"); and

WHEREAS, UScellular has requested the City's consent to the Assignment and Change in Control, and the City Council finds it is appropriate to grant such consent;

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

Section 1. The City of Clive hereby consents to the Assignment of the Telecommunication Facility Lease Agreement dated May 14, 2015, from USCOC of Greater Iowa, LLC to USCC Wireless Holdings, LLC, and to the Change in Control resulting from the Transaction involving T-Mobile US, Inc.

Section 2. By providing this consent, the City waives any claims against UScellular in connection with the Assignment and Change in Control and releases UScellular and its affiliates (other than USCC Wireless Holdings, LLC) from obligations and liabilities existing or arising under the Lease as of the consummation of the Transaction.

Section 3. This consent is conditioned upon the Lease remaining in full force and effect immediately after the completion of the Transaction under the same terms and conditions existing immediately prior to the Assignment.

PASSED AND APPROVED THIS 22nd day of May 2025.

By: _____
John Edwards, Mayor

ATTEST:

By: _____
Matthew D. Graham, City Clerk



April 2, 2025

City of Clive, Iowa
Attn: City Manager
1900 N.W. 114th Street
Clive, IA 50325

Re: Transaction Notice

Dear Sir/Madam:

This notice is being delivered on behalf of United States Cellular Corporation and its subsidiaries (collectively, "UScellular").

With respect to the Telecommunication Facility Lease Agreement dated 5/14/2015 by and between City of Clive, Iowa ("you") and USCOC of Greater Iowa, LLC (as may have been amended from time to time, and including, as applicable, all letter or sub-agreements, exhibits, schedules, appendices, term sheets, statements of work, and work orders related thereto, collectively the "Lease"), we hereby notify you that (1) as part of an internal reorganization, the Lease may be assigned to another UScellular entity: USCC Wireless Holdings, LLC located at the same address and telephone number listed below (the "Assignment"), which will assume all obligations under the Lease; and, (2) should the Transaction (defined below) be consummated, such entity will be controlled by T-Mobile US, Inc. ("T-Mobile") (item (2), the "Change in Control").

"Transaction" refers to the sale of UScellular's wireless operations and select spectrum assets to T-Mobile, as announced by the companies on May 28, 2024. UScellular expects the Transaction to close in mid-2025, subject to receipt of regulatory approvals and the satisfaction of customary closing conditions.

In accordance with the Lease, we respectfully request that you consent to the Assignment and Change in Control by returning this document, countersigned by an authorized representative of your company and delivered by certified mail, on or before May 1, 2025 to the address specified below my signature line, along with a courtesy PDF copy to: USCCREcontracts@uscellular.com. By consenting to the Assignment and Change in Control, you agree to waive any claims against UScellular in connection therewith, and to release UScellular and its affiliates (other than USCC Wireless Holdings, LLC) from their obligations and liabilities existing or arising under the Lease, including as a guarantor, as of the consummation of the Transaction, and agree that the Lease will remain in full force and effect immediately after the completion of the Transaction on the same terms and conditions as existed immediately prior to the Assignment.



Please note that by delivering this letter, UScellular does not hereby admit that such consent, notice or waiver, as applicable, is required under the terms of the Lease. In addition, you agree to treat the contents of this letter as confidential.

Thank you for your attention to and consideration of this request.

Sincerely yours,

By: Adriana Rios Welton

Adriana Rios Welton
General Counsel and
Chief of Government Affairs

United States Cellular Corporation
8410 West Bryn Mawr Avenue
Chicago, IL 60631
(888) 944-9400

Additional Notice:
N/A

Site Number: 760483

City of Clive, Iowa

By: _____

Name: _____

Title: _____

Dated: _____



Memo

TO: Mayor and Council members

FROM: Amanda Grutzmacher, Senior Planner

DATE: May 22, 2025

RE: Resolution Approving Final Plat of Silverstar Addition Plat 1

SYNOPSIS:

Houston Engineering, on behalf of Midwest Fidelity Partners / IA8-156th and Hickman, LLC, has requested approval of the Final Plat of Silverstar Addition Plat 01. The Final Plat creates 3 lots and 1 outlot. The lots are each approximately 1.3 acres and will support a variety of commercial projects with restricted uses identified in the Zoning Change and Development Agreement. The outlot was created in anticipation of IDOT right-of-way acquisition needs to support future improvements to Hickman Road and NW 156th Street. Consistent with the Zoning Change and Development Agreement, the final plat identifies an "Enhanced Parking Setback Landscape Zone" that will be permanently established by declaration and will be planted with the development on Lot 2.

The subject property has been developed in accordance with the approved preliminary plat. Construction of the Emerald Isle Drive Public Improvements is anticipated to begin as soon as MidAmerican utility relocations have been completed; these improvements are included in a separate public improvements agreement.

Staff recommends approval of the final plat; there are no outstanding staff comments. If you have questions or require additional information prior to the meeting, contact Amanda at agrutzmacher@cityofclive.com or 515-223-6221.

Attachments:

1. Resolution Approving Final Plat
2. 10904-0018 Final Silverstar Addition Plat 1

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

RESOLUTION NO. _____

**RESOLUTION APPROVING FINAL PLAT OF SILVERSTAR ADDITION PLAT 01
AND CERTAIN RELATED AGREEMENTS AND EASEMENTS**

WHEREAS, the preliminary plat and accompanying materials for SILVERSTAR ADDITION PLAT 01, an Official Plat, now included in and forming a part of the City of Clive, Dallas County, Iowa (the "Plat"), have been filed with the City Clerk of the City of Clive, Iowa, by IA8-156TH AND HICKMAN, LLC, (the "Developer"); and

WHEREAS, approval of the preliminary plat of the Plat has previously been given by the Clive City Council at a regular meeting thereof; and

WHEREAS, the Developer has requested final approval of the Plat; and

WHEREAS, the Clive Planning and Zoning Commission has recommended that the Plat be approved; and

WHEREAS, the Developer and City entered into the Emerald Isle Drive Public Improvements Agreement Associated with Silverstar Addition Plat 01 on May 1, 2025, approved by Resolution 2025-136, related to the installation of certain public improvements in the Plat to be dedicated to the City; and

WHEREAS, the Developer has filed with the City of Clive a Declaration of Covenants, Conditions and Restrictions for the Plat to be recorded with the final plat thereof; and

WHEREAS, the plat of SILVERSTAR ADDITION PLAT 01 and the documents relating thereto comply in all other respects with the City of Clive's Subdivision Ordinance.

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

That the plat of SILVERSTAR ADDITION PLAT 01 be and the same is hereby accepted and approved by the City Council of the City of Clive.

BE IT FURTHER RESOLVED that the City of Clive does hereby accept the following additional easements to be filed with the Plat:

1. Declaration of Enhanced Parking Setback Zone
2. Declaration of Landscape Buffer
3. Declaration of Access Easement
4. Declaration of Stormwater Management Facility Maintenance Agreement and Permanent Easement

BE IT FURTHER RESOLVED that the City of Clive does hereby accept the Declaration of Covenants, Conditions and Restrictions for the Plat and the City Clerk is directed to file such Covenants with the Plat.

BE IT FURTHER RESOLVED, that the sidewalks within the Plat are not now constructed, provided, however, that in no event shall a certificate of occupancy be issued on a lot within the Plat until all sidewalks on such lot that are required by the Plat are constructed. Issuance of the certificate of occupancy shall constitute the City's acceptance of such sidewalk.

BE IT FURTHER RESOLVED that the City Clerk is hereby authorized and directed to file the final plat of SILVERSTAR ADDITION PLAT 01, as well as any other documents related thereto, with the Dallas County Recorder.

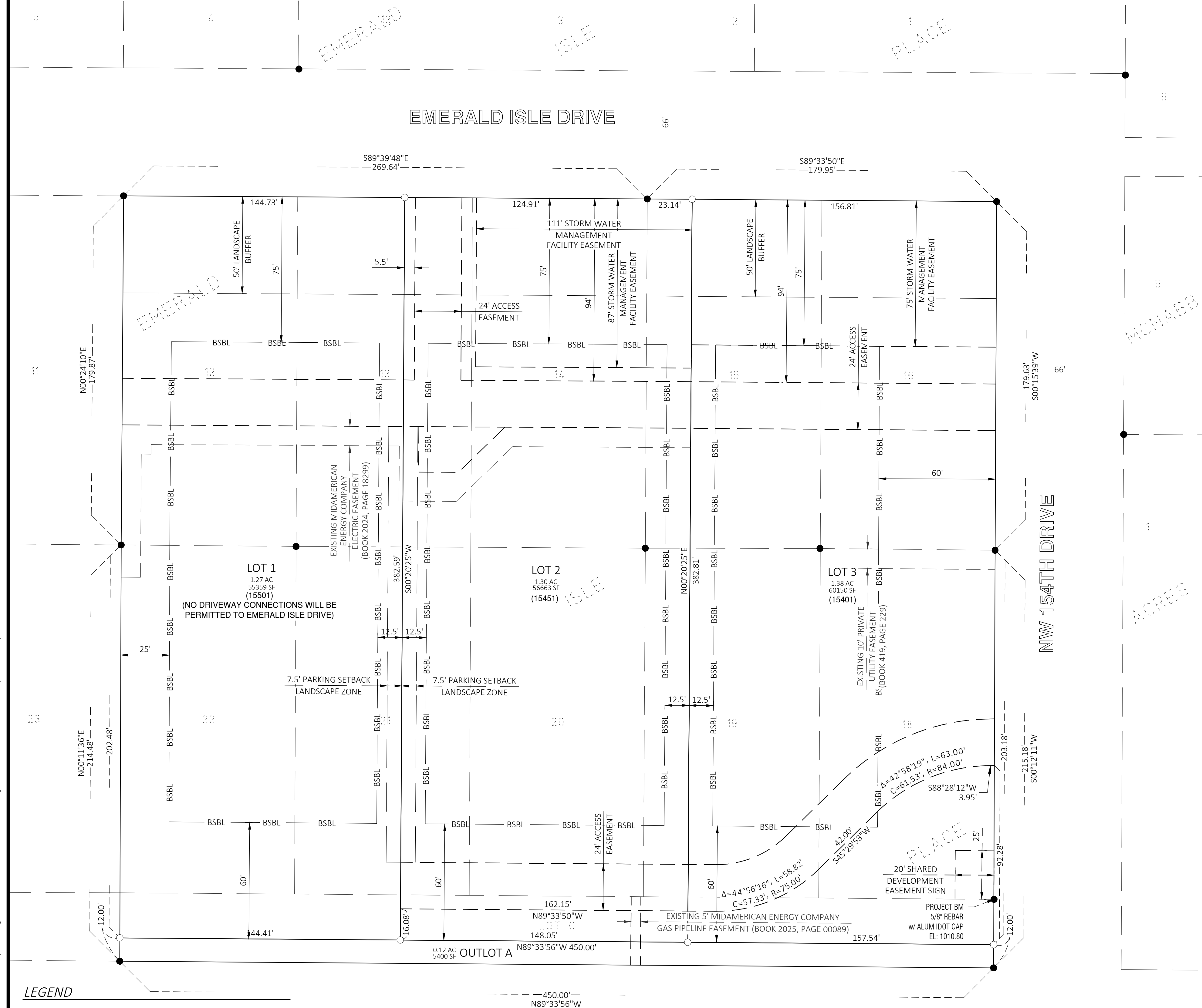
PASSED AND APPROVED this ____ day of _____, 2025.

By: _____
John Edwards, Mayor

ATTEST:

Matthew D. Graham, City Clerk

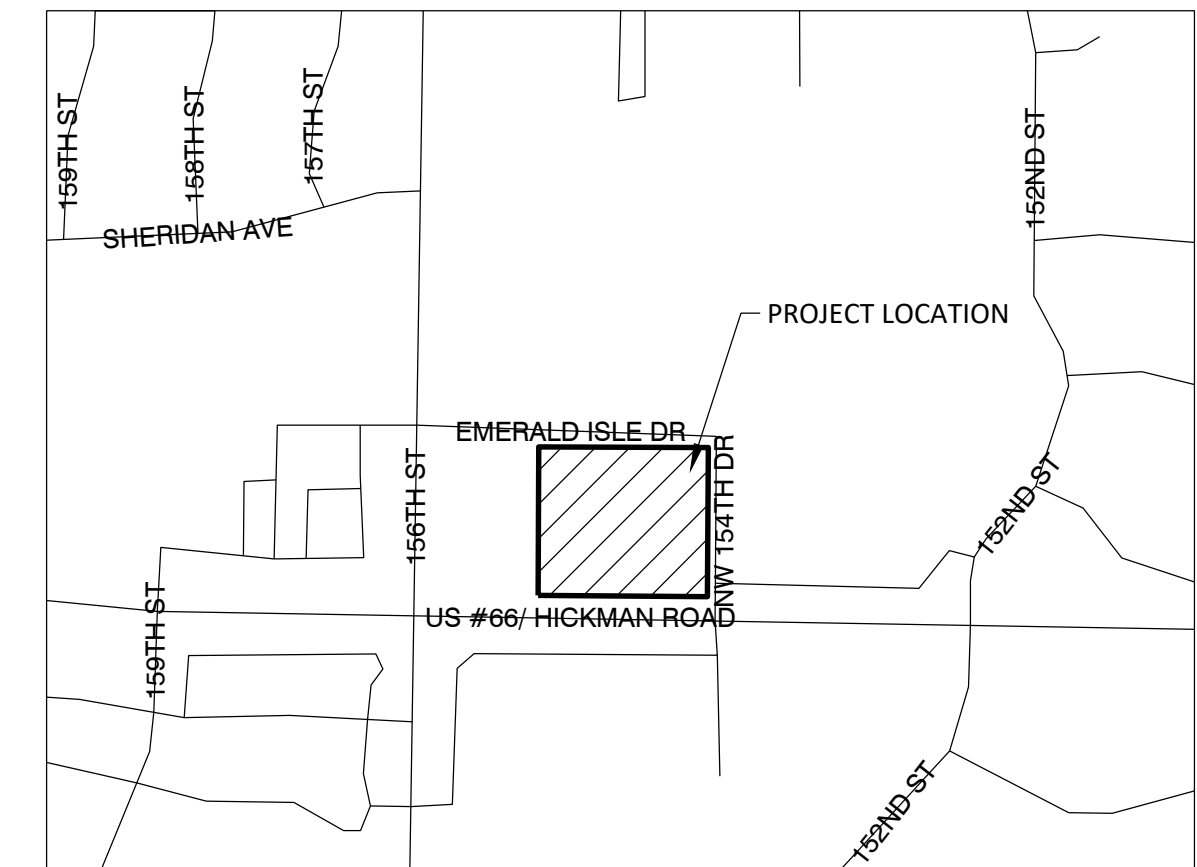
**FINAL PLAT OF
SILVERSTAR ADDITION PLAT 1
CITY OF CLIVE,
DALLAS COUNTY, IOWA**



RESTRICTION ON USES:

Uses Not Permitted

- i) Automotive Repair;
- ii) Automotive Wash shall not be permitted on Lot 1.
- iii) Domesticated Animal Boarding/Kennels;
- iv) Laundromat, launderette, or dry cleaning;
- v) An establishment dedicated to the retail sale of tobacco or marijuana, tobacco or marijuana products, or tobacco or marijuana paraphernalia as its primary source of income. A grocery store or similar retail use that sells tobacco products or tobacco paraphernalia as an ancillary sale is not included in this definition;
- vi) An establishment dedicated to the retail sale of liquor or liquor as its primary source of income. A grocery store or similar retail use that sells liquor products as an ancillary sale is not included in this definition;
- vii) Pawnbrokers and delayed deposit services;
- viii) Self-storage/mini-storage; and
- ix) Any other uses prohibited by law or ordinance.



VICINITY MAP
NOT TO SCALE

OWNER OF RECORD:
IA8 - 156th and Hickman, LLC
1610 S Minnesota Ave
Sioux Falls, SD 57105
(605) 361-3557

FIELD WORK COMPLETED:
12-08-2022

LAND SURVEYOR:
James A. Schlieman
Houston Engineering, Inc.
1401 21st Avenue North
Fargo, North Dakota 58102
(701) 237-5065

JURISDICTION:
City of Clive, Iowa

FLOOD_ZONE:
(Zone x) area determined to be outside the
0.2% annual chance floodplain
Panel# 19153C0305F
Effective date February 1, 2019

TOTAL AREA:
4.076 acres (177,571 square feet)

ZONE INFORMATION:
C-4 District Planned Shopping Center Commercial

Front yard setback 60'
Side yard setback 25'
Rear yard setback 35'
Internal Side setback 12.5'

UTILITY DISTRICTS:

City of Clive
Mediacom
Centurylink
Des Moines Water Works
Consolidated Communications
Iowa Communications Network
Midamerican-Elec
Midamerican-Gas
Verizon
United Private Network LLC
Waukee Community Schools
Xenia Rural Water District

LEGAL DESCRIPTION:

Lots 12-16, together with Lots 18-22 and Lot C, all in Emerald Isle Place, being an official plat located in the City of Clive, Dallas County, Iowa, except that part of Lot C condemned by Iowa DOT in Book 1998, Page 12499, and also except that part of Lot C being part of Parcel 22-60 as shown in Book 2022, Page 14454.

Subject to any easements as may be of record.

Also described as follows:

Silverstar Addition located in the Southwest Quarter of Section 25, Township 79 North, Range 26 West of the Fifth Principal Meridian, City of Clive, Dallas County, Iowa, described as follows:

Beginning at the northeast corner of Lot 16 in Emerald Isle Place as recorded in Plat Book 3, Page 23 in the Office of the Recorder, Dallas County, Iowa; thence South 00°15'39" West, along the easterly line of said Lot 16, for a distance of 179.63 feet to the northeast corner of Lot 18 in said Emerald Isle Place; thence South 00°12'11" West, along the easterly line of said Lot 18 and Lot C in said Emerald Isle Place, for a distance of 215.18 feet to the northeast corner of a parcel condemned by Iowa DOT in Book 1998, Page 12499; thence North 89°33'56" West, along the northerly line of said condemned parcel, for a distance of 450.00 feet to the southeast corner of Parcel 22-60 as shown in Book 2022, Page 14454; thence North 00°11'136" East, along the easterly line of said Parcel 22-60, for a distance of 214.48 feet; thence North 00°24'10" East, along the easterly line of said Parcel 22-60, for a distance of 179.87 feet to the northwest corner of Lot 12 in said Emerald Isle Place; thence South 89°39'48" East, along the northerly line of said Lot 12 and Lots 13 and 14 in said Emerald Isle Place, for a distance of 269.64 feet to the northwest corner of Lot 15 in said Emerald Isle Place; thence South 89°33'50" East, along the northerly line of said Lot 15 and Lot 16 in said Emerald Isle Place, for a distance of 179.95 feet to the point of beginning.

Subject to any easements as may be of record.

LEGEND

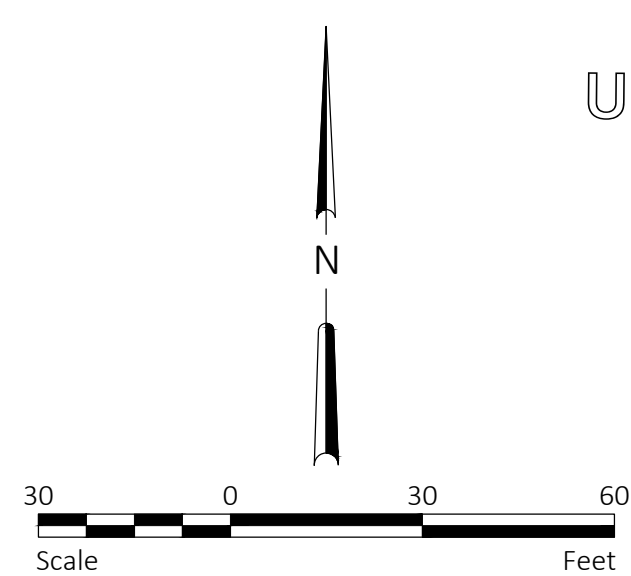
IRON MONUMENT FOUND
1/2" I.D. PIPE SET
MEASURED BEARING
MEASURED DISTANCE
PLAT BOUNDARY
LOT LINE
EASEMENT
BUILDING SETBACKS
EXISTING LOT LINE
EXISTING UTILITY EASEMENT
COUNTY RECORDER'S INDEX
BOOK & PAGE
BEARINGS SHOWN ARE BASED ON THE
IOWA STATE PLANE COORDINATE
SYSTEM (NAD83) - SOUTH ZONE

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N00°00'00"E
100.00'

BSBL BSBL

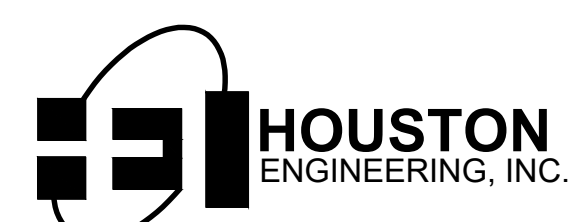
(BK. XXX, PG. XXX)

(BK. XXX, PG. XXX)



Index Legend

Location:	Dallas County
Proprietor:	IA8 - 156th and Hickman, LLC
Requestor:	IA8 - 156th and Hickman, LLC
Surveyor:	James A. Schlieman
Prepared by & return to:	Houston Engineering 1401 21 st Avenue North Fargo, ND 58102 Phone: 701-237-5065



Sheet 1 of 1
Project No. 10904-0018

I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Professional Land Surveyor under the laws of the State of Iowa.

James A. Schlieman _____ Date _____

License number 28025

My license renewal date is December 31, 2026.

Pages or sheets covered by this seal: ALL SHEETS



Memo

TO: Mayor and Council members

FROM: Elizabeth Hansen, Director of Administrative Services

DATE: May 22, 2025

RE: Resolution Approving the Amended Equivalent Rate Unit (ERU) Methodology Policy

SYNOPSIS:

The resolution approves the Amended Equivalent Residential Unit (ERU) Methodology Policy for the City of Clive. The Amended ERU Methodology Policy evaluates and establishes a fair and sustainable framework for stormwater utility fees, ensuring equitable distribution among residential and commercial properties.

The current amendment identifies a billing policy that when Non-Residential Properties with a calculated Equivalent Residential Unit (ERU) value of 0.5 or less will not be billed for stormwater utility fees.

With this approval, city staff are authorized to implement the recommendations, making necessary adjustments to the stormwater utility system. The resolution takes effect immediately upon passage, supporting the City's commitment to maintaining and enhancing stormwater infrastructure.

Attachments:

1. ERU Methodology Resolution Amended
2. ERU Amended Final Draft

RESOLUTION NO. _____

A RESOLUTION APPROVING THE AMENDED EQUIVALENT RESIDENTIAL UNIT (ERU) METHODOLOGY POLICY

WHEREAS, the City of Clive has conducted a comprehensive review and assessment of the Amended Equivalent Residential Unit (ERU) Methodology Policy to ensure an equitable and effective approach to stormwater management and related utility fees; and

WHEREAS, the Amended ERU Methodology Policy has been prepared and reviewed by city staff to ensure its accuracy, compliance, and alignment with the City's strategic goals; and

WHEREAS, the City Council has reviewed the Amended ERU Methodology Policy and finds that it provides a fair and sustainable framework for stormwater management, benefiting both residents and businesses within the City of Clive; and

WHEREAS, the approval of this Amended ERU Methodology Policy will support the City's ongoing efforts to maintain and enhance stormwater infrastructure, ensure compliance with regulatory requirements, and equitably distribute utility costs;

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

1. The City Council hereby approves the Amended Equivalent Residential Unit (ERU) Methodology Policy, as presented.
2. City staff is authorized and directed to implement the recommendations outlined in the ERU Methodology Policy, including any necessary administrative and operational adjustments.

PASSED AND APPROVED this ____ day of _____, 2025.

John Edwards, Mayor

ATTEST:

Matthew Graham, City Clerk

City of Clive: Amended Impervious Area Rate Methodology

The City of Clive assesses stormwater utility service charges to property owners contributing to the need for stormwater management. These charges are determined using the **Impervious Area Rate Methodology**, as outlined in Title 8 of the Clive City Code. The methodology calculates charges based on the total impervious surface area on, or directly attributable to, the property.

This user-fee system provides a fair and sustainable way to raise revenue for stormwater management by charging those who directly impact the system. In cases of discrepancies, the applicable ordinance will take precedence.

1. Key Concepts

Impervious Areas

Impervious areas are surfaces that prevent or impede water absorption into the ground, including:

- Rooftops of buildings.
- Concrete, asphalt, and gravel surfaces (e.g., roads, driveways, driveway approaches, parking lots).
- Sidewalks and trails.
- Swimming pools and pool decks.
- Patios, covered/uncovered decks, and sport courts.

Equivalent Residential Unit (ERU)

An **ERU** represents the median average impervious area of a detached residential property:

- **Residential Properties:** Charged based on a tiered scale, with a minimum of 0.5 ERU.
 - **Non-Residential Properties:** Charged based on the total impervious area divided by the adopted ERU value.
-

2. ERU Calculation for Properties

2a. Methodology and Parameters

- Impervious surface areas are determined using a property's approved site plan.

- If an approved site plan is unavailable or inaccurate, the City will use the best available data, such as:
 - Property surveys.
 - Aerial photography.
 - Planimetric databases.
- **Residential Properties:** Charged based on a tiered ERU scale, with a minimum charge of 0.5 ERU.
- **Non-Residential Properties:** Charged based on the total impervious area divided by the adopted ERU value. The billed ERU is rounded to the nearest hundredth.

2b. Exempt Properties

Refer to **Clive City Code Section 8-4A-5** for a complete list of exempt properties, including:

- Public streets and roads.
- Private streets serving individual driveways.
- Property owned by public governmental entities within the right-of-way.
- Railroad tracks in the right-of-way.
- Subdivided lots prior to substantial completion of a structure.
- Undeveloped or unimproved properties.
- Sidewalks located in Residential Properties

3. Billing Policies

3a. Properties Receiving Stormwater Bills

- **Abandoned Properties:** Billed to the property owner of record.
- **Association Properties:** Billed to the homeowners or commercial association for common area impervious surfaces.
- **Condominiums:** Billed to the condominium association.
- **Factory-Built Home Parks:** Billed to the park property owner for impervious areas, regardless of individual dwelling ownership. Manufactured homes outside these parks are billed as residential.
- **Multi-Family Properties:** Billed to the parcel owner for impervious areas.
- **Multi-Tenant/Shopping Centers:** Billed to the property owner for impervious areas, including shared improvements across property lines.
- **Non-Residential Properties:** Billed to the property owner for impervious areas.
- **Railroad Rights-of-Way:** Tracks in the right-of-way are exempt, but other impervious areas are billed.
- **Residential Properties:** Charged based on ERU tier and included in monthly utility bills.

- **Tax-Exempt Properties:** Churches, charities, and other tax-exempt entities are billed for impervious areas.

3b. Billing Procedures

- **Billing Frequency:**
 - **Residential Properties:** Charges are included in monthly utility bills.
 - **Non-Residential Properties:** Billed separately for ERU charges and monthly utility bills.
 - **Non-Residential Properties with a calculated Equivalent Residential Unit (ERU) value of 0.5 or less will not be billed for stormwater utility fees.**
- **Back Billing/Credits:** Adjusted back to the date of the originating error.
- **Overpayments:** Credited to the account and applied to future charges.
- **Ownership Updates:** Updates based on County Assessor records are effective the next billing cycle. Property owners can request ownership updates by contacting the City.

3c. Billing Triggers

- Billing begins when:
 - A new parcel with impervious areas is created.
 - A Certificate of Occupancy is issued for new construction.
 - Development activity creates the need for stormwater management.
- **Residential Properties:** Initially billed for 1 ERU; adjusted once the impervious area is calculated. Updates may occur with new information, such as building permits or aerial imagery.
- **Non-Residential Properties:** Initially billed for 1 ERU if the impervious area is undetermined; adjusted once the impervious area is calculated. Updates may occur with new site plan amendments or updated aerial imagery.

4. Impervious Area Modification Requests and Appeals

Property owners can request a correction if they believe their impervious area calculation is incorrect.

Required Documentation:

- **Property Information:** Address and layout of impervious areas.
- **Impervious Area Calculation:** Total square footage and perimeter dimensions of applicable structures or site improvements.
- **Supporting Documentation:** As-built construction site plans or a certified survey from an Iowa-licensed surveyor.

Resolution Process:

The City encourages resolving disputes through open dialogue. If unresolved, property owners may proceed with the formal appeals process outlined in the City's ordinances.



Memo

TO: Mayor and Council members

FROM: Matt McQuillen, City Manager

DATE: May 22, 2025

RE: Resolution Approving Contract - Lyle Sumek Associates, Inc. - 2025 Strategic Planning Consultant Services

SYNOPSIS:

Annually, the City has worked with Lyle Sumek to facilitate an annual update to the City's Strategic Plan through interviews, workshops and document development. Included in the packet is a not-to-exceed contract of \$34,000 for the 2025 Plan update services.

Staff continues to enjoy working with Lyle and his team on this process, and highly encourage the City Council to continue with the annual updating process that has taken place since the initial plan was created with Lyle in 2012. The resources to fund Lyle's services have been previously budgeted, and the City Manager would recommend your approval of the 2025 contract.

Attachments:

1. Res Approving 2025 SP Contract w Sumek
2. Sumek Clive 250801 Contract 5-22-25

RESOLUTION NO. _____

RESOLUTION APPROVING CONTRACT WITH LYLE SUMEK ASSOCIATES, INC. FOR
2025 STRATEGIC PLANNING CONSULTANT SERVICES

WHEREAS, the City updates the Clive Strategic Plan on an annual basis; and

WHEREAS, the City worked with Lyle Sumek to develop the initial strategic plan
in 2012; and

WHEREAS, the City desires to continue working with Lyle Sumek on an annual
basis to update said Strategic Plan; and

NOW, THEREFORE, be it resolved by the City Council of Clive that the city of Clive,
Iowa authorizes a contract with Lyle Sumek Associations, Inc. for consultant services for
strategic planning and authorizes the Mayor to sign said contract.

PASSED AND APPROVED this 22nd day of May, 2025.

CITY OF CLIVE, IOWA

By: _____
John Edwards, Mayor

ATTEST:

By: _____
Matthew Graham, City Clerk

CITY OF CLIVE AGREEMENT

Contract Number 250801

THIS AGREEMENT is made the 22nd of May, between Lyle Sumek Associates, Inc. (herein called “Contractor”) and the City of Clive hereinafter called “City”), a municipal corporation organized and existing under the laws for the State of Iowa.

WHEREAS, the City desires consultant services for Strategic Plan Update, and Governance for the City, and

WHEREAS, the City and Contractor desire to enter into an Agreement wherein the Contractor shall provide such services as set forth herein below:

NOW, THEREFORE, for and in consideration of the mutual promises, undertaking and covenants set forth herein, the receipt and sufficiency of which are acknowledged and affirmed by the City and the Contractor, the parties, hereto agree as follows:

1. **Services:** The Contractor shall provide consultation services in the creation of a Strategic Plan Update for the City under the direction of the City Manager: The Contractor shall also provide individual interviews with City Council and City Manager prior to the Strategic Planning Session. If any of the individual interviews are missed, the additional time will be billed at the rate of \$275/hour.
2. **Deliverables:** The deliverables resulting from execution of this agreement shall be provided in editable formats such as Microsoft Word or other formats as acceptable per City concurrence.
3. **Consultation Fee:** The Services will be performed and Deliverables provided at a not to exceed \$34,000 including labor plus additional expenses. The City may expand the scope and request additional services at a fee of \$275.00 per hour. Services in excess of \$34,000 must be agreed upon in writing prior to commencement.
4. **Reimbursable Expenses:** In addition to the consultant fees the City will be responsible for additional travel expenses. If the Contractor provides the duplication of the final reports, then City will reimburse the Contractor for the invoice amount provided by the company processing the printing of the documents.
5. **Invoice:** The Contractor shall send invoices to the City. The invoice should reference Contract Number 250801. Approved invoices shall be paid within 30 days upon receipt of invoice.
6. **General Terms and Conditions:**
 - a. The Contractor is performing consulting services for the City as an Independent Contractor.
 - b. The Contract is scheduled to provide the services in the months of May through August 2025.

- c. Contract shall comply with the most current Federal and State of Iowa Laws and Regulations, including but not limited to. Fair Labor Standards Act and Occupational Safety and Health Administration guidelines.
- d. The City may terminate this contract in whole or in part at any time for the convenience of the City. If the contract is terminated for the convenience of the City, the City will pay the Contractor for costs incurred to that date of termination.
- e. Should any part of this-Agreement be rendered void, invalid or unenforceable by a court of law, such a determination shall not render void, invalid or unenforceable any other part of the Agreement.
- f. This Agreement has been made and entered into in the State of Iowa, and the laws of Iowa shall govern the validity and interpretation of this Agreement in the performance due hereunder.
- g. The parties hereto intend that no employer/employee, or principal/agent relationship will be created by the Agreement. Nothing contained herein creates any relationship between the City and Contractor other than that which is expressly stated herein. The City is interested only in the results to be achieved under this Agreement. The conduct and control of the Contractor's agents and employee and methods utilized in fulfilling its obligations hereunder shall lay solely and exclusively with the Contractor. The Contractor's agents and employees shall not be considered employees of the City for any purpose. No person employed by the Contractor shall have any benefits, status, or right of employment with the City.

The parties hereto affixed their signatures hereto the date first written hereinabove.

IN WITNESS WHEREOF, the parties hereto affixed their signatures hereto the date first written hereinabove.

LYLE J. SUMEK

CITY OF CLIVE

Date: _____

Date: May 22, 2025

By: _____

By: _____

Printed Name: Lyle J. Sumek

Printed Name:

Position: President/Owner

Position: City Manager

Witnesses _____

Witnesses _____

Printed Name: Julie Sumek

Printed Name:



Memo

TO: Mayor and Council members

FROM: Matthew Graham, City Clerk

DATE: May 22, 2025

RE: Resolution Certifying Charges to the County Treasurer for Collection - Nuisance Abatement (Snow Removal) - 3062 Berkshire Parkway.

SYNOPSIS:

The attached resolution will authorize the filing of assessment(s) against the following property(s) for failure to remove snow from the sidewalk.

3062 Berkshire Parkway

Attachments:

1. Resolution
2. Assessment Schedule

RESOLUTION NO. _____

**RESOLUTION CERTIFYING CHARGES TO THE
COUNTY TREASURER FOR COLLECTION**

WHEREAS, pursuant to Iowa Code section 364.12 (b) and (e) and Title 7-2-6 of the Clive Code of Ordinances, the owner of property abutting a sidewalk is responsible for the removal of snow and ice accumulation from the sidewalk within twenty-four (24) hours after a snowfall or the deposit or formation of ice thereon; and

WHEREAS, the following property owner(s) neglected to remove the snow and ice accumulation within the required time period and thereby the city performed the required action to remove the snow and ice accumulation and kept an accurate account of the expense incurred (Title 5-6-13). Such charges have been sent to the said property owner(s) and charges have not been paid as of this 22nd day of May, 2025, as described in Exhibit A hereto.

Property Owner

Property Address

HILGENBERG, DOUGLAS &.....3062 BERKSHIRE PKWY
ELIZABETH JTRS

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

That the City Clerk is hereby directed to certify said charges to the applicable County Treasurer and have assessed against the real estate and premises serviced and to be collected and returned in the same manner as other taxes (Iowa Code section 364.12 (e)).

PASSED AND APPROVED this 22nd day of May, 2025.

John D. Edwards, Mayor

ATTEST:

Matthew D. Graham, City Clerk

City of Clive
Dallas County Assessment Schedule

5/14/2025

[illegible]



Memo

TO: Mayor and Council members

FROM:

DATE: May 22, 2025

RE: Resolution Accepting 1st Amendment to Declaration of Landscaped Buffer Zone Easement for Berkshire Commons Office Park Plat 1, Lot 9 - 2635 Berkshire Parkway

SYNOPSIS:

Attachments:

1. Resolution Accepting 1st Amendment to Declaration of Landscaped Buffer Zone Easement for Berkshire Commons Office Park Plat 1, L

RESOLUTION NO. _____

RESOLUTION ACCEPTING
FIRST AMENDMENT TO DECLARATION OF
LANDSCAPED BUFFER ZONE EASEMENT FOR
LOT 9 IN BERKSHIRE COMMONS OFFICE PARK PLAT 1
2635 BERKSHIRE PKWY

WHEREAS, the owner of Lot 9 in Berkshire Commons Office Park Plat 1 in the City of Clive, Iowa (the “Property”) has submitted to the City of Clive a First Amendment to Declaration of Landscaped Buffer Zone 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 Declaration of Landscaped Buffer Zone Easement.

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

That the First Amendment to Declaration of Landscaped Buffer Zone Easement (“First Amendment”) regarding Lot 9, Berkshire Commons Office Park Plat 1, is hereby accepted and approved by the City Council of the City of Clive, that the Mayor is hereby authorized to execute such First Amendment on behalf of the City, and the City Clerk to attest to his signature, and that the City Clerk is hereby authorized and directed to file the First Amendment with the Dallas County Recorder.

PASSED AND APPROVED this 22nd day of May 2025.

By: _____
John Edwards, Mayor

ATTEST:

Matthew D. Graham, City Clerk

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

**FIRST AMENDMENT TO DECLARATION OF
LANDSCAPED BUFFER ZONE**

This First Amendment to Declaration of Landscaped Buffer Zone ("First Amendment") is entered into by and between NC Investments, LLC (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 9 of Berkshire Commons Office Park Plat 1 (2635 Berkshire PKWY), an Official Plat, now included in and forming a part of the City of Clive, Dallas County, Iowa ("Property").

WHEREAS, Kurt E. Brewer and Kathy Brewer, Grantor, predecessors in title to the Property Owner, granted that certain Declaration of Landscaped Buffer Zone, dated July 12, 2001 recorded on August 31, 2001, in Book 2001, Page 10389, in the real property records of Dallas County, Iowa (the "Easement") to the City, which prohibited the erection of any structure within the Easement area.

WHEREAS, the Property 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 use and enjoyment of the land within the Easement area as originally outlined in the Easement.

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 landscaped buffer zone 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.

The Property Owner acknowledges and agrees that the only structure allowed within the buffer is a black chain link or similar style fence and shall comply with the approved fence permit site plan.

Additionally, the Property Owner acknowledges and agrees that a change in use from the approved child care center or if use of the outdoor play area is discontinued or abandoned for six months shall require the removal of the fence from the Easement area and that the landscape buffer shall be restored in compliance with the site plan prepared by Civil Design Advantage and approved by the City on October 8, 2015.

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.

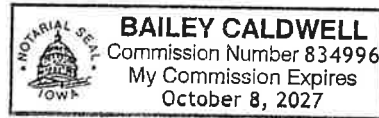
Words and phrases herein, including acknowledgment hereof, shall be construed as in the singular or plural number, and as masculine or feminine gender, according to the context.

Signed this 7th day of May 2025.

NC INVESTMENTS, LLC

By: Crystal Steffen
Name: Crystal Steffen
Its: Owner

STATE OF IOWA)
) SS:
COUNTY OF Dallas)



7th Subscribed and sworn to before me by Crystal Steffen on this
day of May 2025.

Bailey Caldwell
Notary Public in and for the State
of Iowa

My commission expires: 10/8/27

CITY OF CLIVE, IOWA

By _____
John Edwards, Mayor

ATTEST:

Matthew D. Graham, City Clerk

STATE OF IOWA)
) SS
COUNTY OF POLK)

On this ____ day of May 2025, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared John Edwards and Matthew D. Graham, to me personally known, and, who, being by me duly sworn, did say that they are the Mayor and the City Clerk, respectively, of the City of Clive, Iowa; that the seal affixed to the foregoing instrument is the corporate seal of the corporation, and that the instrument was signed and sealed on behalf of the corporation, by authority of its City Council, as contained in Resolution No. _____ adopted by the City Council, under Roll Call of the City Council on the 22nd day of May, 2025, and that John Edwards and Matthew D. Graham, acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation, by it voluntarily executed.

Notary Public in and for the
State of Iowa

My Commission expires _____



Memo

TO: Mayor and Council members

FROM: Jeff May, Public Works Director

DATE: May 22, 2025

RE: Resolution Authorizing the City of Clive to Enter into an Agreement with the Iowa Department of Transportation (IDOT) for Urban-State Traffic Engineering Program (U-STEP) Project Funds for the I35/80 & Hickman Road (US 6) RCB Culvert for Trail under Hickman Road, west of I35/80.

SYNOPSIS:

The City of Clive and the City of Urbandale have agreed to install pedestrian facilities as part of the I35/80 and Hickman Road (US 6) Interchange project. The project is being designed by Snyder and Associates and is an Iowa DOT project. The funding for the improvements beyond the Iowa DOT's project scope are being split equally between Clive and Urbandale.

The project includes a separated grade trail crossing of the Interstate and a box culvert under Hickman. The Iowa DOT is providing U-STEP fund for 2 locations, the crossing of the interstate and the box culvert under Hickman Road. Urbandale is accepting the U-STEP funds for the Interstate crossing and Clive is accepting the U-STEP funds for RCB culvert under Hickman. Funding for this project has been requested through the Urban-State Traffic Engineering Program (U-STEP), a cooperative program for the safety or operational improvements on primary road extensions. The Iowa Department of Transportation (IDOT) makes these funds available for reimbursement and shares in eligible construction and right-of-way (ROW) costs in the ratio of 55% IDOT funds to 45% local funds up to a maximum amount in IDOT funds of \$200,000 for a "spot improvement" like this project. Based on estimated construction costs for this project, this program would provide \$200,000 for the project.

Staff recommends approval of the Agreement for Urban-State Traffic Engineering Program Project funds for the RCB culvert under Hickman Road (US 6), west of I35/80.

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 - 05-22-25 -U-STEP Agreement for Hickman Road & I35-80 Project - Trail Crossing
2. 05-22-25 - Hickman Box Culvert U-STEP Agreement - City of Clive UST-080-3(358)125--4A-77 no. 21 (003)

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE CITY OF CLIVE, IOWA, TO ENTER INTO AN AGREEMENT WITH THE IOWA DEPARTMENT OF TRANSPORTATION (IDOT) FOR URBAN-STATE TRAFFIC ENGINEERING PROGRAM (U-STEP) PROJECT FUND FOR THE I35/80 & HICKMAN ROAD (US 6) PROJECT RCB CULVERT (PROJECT) FOR TRAIL UNDER HICKMAN, WEST OF I35/80

WHEREAS, the City of Clive (City) desires to construct a box culvert for a trail under Hickman Road (US 6) to the west of I35/80; and

WHEREAS, the City is desirous of accepting funding to assist with the project costs; and

WHEREAS, the IDOT has offered U-STEP funding of 55% of the project costs up to a maximum of \$200,000 for this project; and

WHEREAS, the City is desirous of accepting said U-STEP funding offered by the IDOT.

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

That the Mayor be authorized to enter into an Agreement with the IDOT for U-STEP funding for the I35/80 and Hickman Road (US 6) Project RCB Culvert and Mayor is hereby authorized and directed to execute said Agreement for U-STEP project funding for the Project on behalf of the City.

PASSED AND APPROVED this _____ day of _____, 2025.

CITY OF CLIVE, IOWA

By: _____
John Edwards, Mayor

ATTEST:

By: _____
Matthew Graham, City Clerk

**IOWA DEPARTMENT OF TRANSPORTATION
AGREEMENT FOR
URBAN-STATE TRAFFIC ENGINEERING PROGRAM
(U-STEP) PROJECT**

City: Clive

Project No.: UST-080-3(358)125--4A-77

Agreement No.: 1-25-USTEP-021

Staff Action No.: 67 - 2025 02 12

This is an agreement between the city of Clive (hereinafter called Recipient), and the Iowa Department of Transportation (hereinafter called Department), to enter into an agreement for joint or cooperative action after appropriate action by ordinance, resolution, or otherwise pursuant to the laws of the governing bodies involved.

The Department provides funds through the Urban-State Traffic Engineering Program (U-STEP), a cooperative program for safety or operational improvements on primary road extensions. The Department has made these funds available for reimbursement and will share eligible construction and right-of-way costs in the ratio of 55% Department funds to 45% local funds, up to a maximum amount in Department funds of \$200,000 for a "spot improvement" or \$400,000 for a "linear improvement". The maximum funds available for this project are as noted below.

A "spot improvement" shall mean a limited improvement project such as intersection reconstruction or signalization; and a "linear improvement" shall mean an improvement project such as street or highway widening or reconstruction which spans two or more intersections.

The Recipient proposes to develop and complete the following described spot improvement project:

RCB Culvert New - Single Box on City trail under Hickman Road, west of I-35/80

Pursuant to the terms of this agreement, applicable statutes, and Administrative Rules, the Department agrees to provide U-STEP funding to the Recipient for the authorized and approved costs for eligible items associated with project improvements as described above.

In consideration of the foregoing and the mutual promises contained in this agreement, the parties agree as follows:

1. The Recipient shall be the lead local governmental agency for carrying out the provisions of this agreement and shall be responsible for the development and completion of the U-STEP project.
2. All notices required under this agreement shall be made in writing to the Department and the Recipient's contact person. The Department's contact persons shall be the Local Systems Project Development Engineer, Jenifer Bates, and the South Area Engineer for District 1, Benjamin Adey. The Recipient's contact person shall be the City's Public Works Director, Jeff May.
3. The Department will share eligible construction and right-of-way costs as indicated below:

☒ SPOT IMPROVEMENT

Department Share	Recipient Share	Department Program Maximum	Estimated Project Cost	Department Project Maximum
55%	45%	\$200,000	\$ 394,000	\$ 200,000

OR

☐ LINEAR IMPROVEMENT

Department Share	Recipient Share	Department Program Maximum	Estimated Project Cost	Department Project Maximum
55%	45%	\$400,000	\$ NA	\$ NA

4. The maximum Department project funding shall be as noted above in Paragraph 3.
 - a. If, upon completion of final plans, the Recipient's cost estimate exceeds the preliminary total estimate contained herein by 20% or more, the increased cost must be approved by the Department prior to advertisement for bids.
 - b. Extra work, requested subsequent to the contract letting, must also be approved by the Department prior to commencement of the extra work.
 - c. Any amount exceeding the Department project maximum shall be requested in writing by the Recipient and approved through a Staff Action process at the discretion of the Department. The amount requested and approved shall not exceed the Department program maximum.
5. If any part of this agreement is found to be void and unenforceable, then the remaining provisions of this agreement shall remain in effect.
6. This agreement is not assignable without the prior written consent of the Department.
7. This agreement, and the attached Exhibit A and Exhibit B, constitutes the entire agreement between the Department and the Recipient. No representations, promises, or warranties have been made by either party that is not fully expressed in this agreement. Any change or alteration to the terms of this agreement must be made in the form of an addendum to this agreement which shall be effective only upon written approval of the Department and the Recipient.

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

City: Clive

By: _____ Date _____, _____

Title _____

I, _____, certify that I am the Clerk of the city of

Clive, and that _____, who signed said

Agreement for and on behalf of the Recipient was duly authorized to execute the same by

virtue of a formal resolution duly passed and adopted by the Recipient, on the _____ day

of _____, _____.

Signed: _____ Date _____, _____
City Clerk of Clive, Iowa

IOWA DEPARTMENT OF TRANSPORTATION
Transportation Development Division

By: _____ Date _____, _____

Allison Smyth, P.E.
District Engineer
District 1

EXHIBIT A

Standard Provisions for U-STEP or C-STEP Project Agreements

1. The Recipient shall take the necessary actions to comply with applicable State and Federal laws and regulations. To assist the Recipient, the Department has provided guidance in the Instructional Memorandums to Local Public Agencies (I.M.s), available on-line at: https://www.iowadot.gov/local_systems/publications/im/lpa_ims.htm. The Recipient shall follow the applicable procedures and guidelines contained in the I.M.s in effect at the time project activities are conducted.
2. In accordance with Iowa Code Chapter 216, the Recipient shall not discriminate against any person on the basis of race, color, creed, age, sex, sexual orientation, gender identity, national origin, religion, pregnancy, or disability.
3. The Recipient shall obtain agreements, as needed, from railroad and utility companies and shall obtain project permits and approvals, when necessary, from the Iowa Department of Cultural Affairs (State Historical Society of Iowa; State Historic Preservation Officer), Iowa Department of Natural Resources, U.S. Coast Guard, U.S. Army Corps of Engineers, etc.
4. If right-of-way must be acquired for the project, the Recipient shall negotiate and secure the necessary right-of-way using the most appropriate of the following methods:
 - A. When right-of-way is to be acquired, before acquisition procedures are begun, the Recipient shall meet staff from the Department's Right of Way Bureau to assure compliance with the U.S. Code, the Iowa Code, and 761 Iowa Administrative Code (IAC) Chapter 111; and determine what parcels, if any, are to be acquired in the name of the Department and what parcels, if any, in the name of the Recipient.
 - B. Should eminent domain proceedings be required, the Recipient will condemn or appeal in the name of the Recipient or the Department, whichever applies. The project letting may not be held until the Recipient has certified that the right-of-way has been acquired. Upon completion of the acquisition for each parcel, all original documents for the acquisition shall be delivered to and become the property of the Department.
 - C. The Recipient will meet with the Department's Right of Way Bureau staff to determine who shall be responsible for demolition and/or property management functions.
 - D. In accordance with 761 IAC Section 150.3(1)(b), the Recipient will be responsible for providing, without cost to the Department or the project, all right-of-way which involves dedicated streets or alleys, and other Recipient-owned lands, easements, and rights in land except park lands, subject to the condition that the Department will reimburse the Recipient for the value of improvements situated on said Recipient-owned lands, if any. The Recipient has apprised itself of the value of these lands and, as a portion of its participation in the project, voluntarily agrees to make such lands available without further compensation.
5. The Recipient shall be responsible for obtaining all applicable permits from the Department, such as the Right to Occupy and/or Perform Work Within the Department's Right-of-Way, Permit of Access, Utility Accommodation, Right to Install and Maintain Traffic Control Devices, and/or other construction permits required for the project prior to advertisement for bids.
6. The project plans, specifications, and engineer's cost estimate for the project shall be prepared and certified by a registered Professional Engineer licensed in the State of Iowa. The Recipient shall submit the plans, specifications, and other contract documents to the Department for review and approval. If the project will be let by the Department, the most recent edition of the Iowa DOT Standard Specifications for Highway and Bridge Construction shall be used. The Recipient shall also follow the Department's letting procedures. If the project will be let by the Recipient, the project may utilize the Iowa DOT Standard Specifications for Highway and Bridge Construction, the Statewide Urban Design and Specifications, or specifications developed by the Recipient.

7. For projects let by the Department, the Recipient shall submit to the Department an acceptable Project Development Certificate ([Form 730002](#)), plans, specifications, and cost estimate by the dates specified in the most current edition of Instructional Memorandum (I.M.) [3.010](#), Project Development Submittal Dates and Information. The Recipient shall also follow the Department's letting procedures. For projects let by the Recipient, the Project Development Certificate, plans, specifications, and cost estimate shall be submitted to the Department at least fourteen weeks prior to advertisement for bids.
8. Upon Department acceptance of the Project Development Certificate, final plans, proposal forms, specifications, and cost estimate, the Department will give the Recipient a written notice to proceed with the project. If the project will be let by the Recipient, advertisement for bids shall not be made until a written notice to proceed is received from the Department. After receiving the Department's approval, the Recipient shall advertise for bidders, hold a public letting, and provide adequate supervision for the construction work performed under the contract. The Recipient shall submit a copy of the bid tabulations and the letting documents to the Department for concurrence prior to formal action in the award of the contract.
9. If the Recipient lets the project, then the Recipient shall use positive efforts to solicit bids from and to utilize Targeted Small Business (TSB) enterprises as contractors and ensure that the contractors make positive efforts to utilize these enterprises as subcontractors, suppliers or participants in the work covered by this agreement. Efforts shall be made and documented in accordance with Exhibit B.
10. If the Recipient lets the project, as described herein, the Recipient shall include in their Notice to Bidders that Sales Tax Exemption Certificates will be issued, as provided for by Iowa Code section 423.3, subsection 80. The Recipient shall be responsible for obtaining the Sales Tax Exemption Certificates through the Iowa Department of Revenue and Finance. The Recipient shall issue these certificates to the successful bidder and any subcontractors to enable them to purchase qualifying materials for the project free of sales tax.
11. The project must be let to contract within two years of the date this agreement is approved by the Department. If not, the Recipient may be in default, for which the Department may revoke funding commitments. This agreement may be extended for a period of six months upon receipt of a written request from the Recipient at least 30 days prior to the two-year deadline.
12. The Recipient as well as its contractors, if any, agree to maintain all books, documents, papers, accounting records, and other evidence pertaining to all costs incurred under this agreement and to make such materials available at their respective offices at reasonable times during the agreement period and for three years from the date of the final payment under the agreement, for inspection by the Department.
13. The Recipient will be responsible for the initial costs of right of way and construction. The Recipient shall follow [I.M. 6.020](#) Payment and Reimbursement Processes for requesting reimbursement. The Recipient shall prepare and submit to the Department a detailed billing statement of right of way and construction costs incurred by the Recipient. Billing statements may be submitted periodically during progress of the work. Design, inspection, and administration costs will be the responsibility of the Recipient. If said statement and documentation are in proper form, the Department will reimburse the Recipient for properly documented and certified claims for eligible project costs. The Department may withhold up to 5% of the State share of construction costs or 5% of the total State funds available for the project, whichever is less. Reimbursement will be made either by State warrant or by crediting other accounts from which payment was initially made. If, upon final audit or review, the Department determines the Recipient has been overpaid, the Recipient shall reimburse the overpaid amount to the Department. After the final audit or review is complete and after the Recipient has provided all required paperwork, the Department will release the State funds withheld.
14. Signs and other traffic control devices necessary for construction of the project shall be in accordance with the Manual on Uniform Traffic Control Devices for Streets and Highways (MUTCD) per 761 IAC Chapter 130. The safety of the general public shall be assured through the

- use of proper protective measures and devices such as fences, barricades, signs, flood lighting, and warning lights as necessary.
15. If a detour is necessary, the Recipient will designate and sign the route at no cost to the project. The Department will cooperate if primary highways are involved.
 16. Parking shall be prohibited on the minor street approaches for a distance of 35 feet in advance of the stop signs and/or crosswalks and on the exit sides of the minor streets for a distance of 35 feet beyond the stop signs and/or crosswalks. These parking restrictions shall go into effect at such time as the project is completed and opened to through traffic.
 17. Within 30 days of completion of construction, the Recipient shall provide written notification to the Department. Acceptance of the completed construction shall be with the concurrence of the Department. The Recipient's engineer will certify that the project was completed in substantial compliance with the plans and specifications set out in this agreement before receiving final reimbursement of Department funds.
 18. The Recipient shall provide to the Department a copy of "as-built" project plans, within six months after the project is built.
 19. The Recipient shall have ownership of traffic signals constructed with this project and shall operate them at its expense so long as signal protection is considered by either party as necessary at said location. If considered by both parties as no longer necessary at said location, the signals are to be removed by the Recipient at the Recipient's expense, and may be installed at another location acceptable to both parties and shall be owned and operated at the expense of the Recipient.
 20. The Recipient shall submit a final detailed billing statement to the Department no later than one year after the date the Department concurs in the acceptance of the completed construction. If a final detailed billing statement is not submitted to the Department by the Recipient in the one year period, the Department will close the project's financial records without making additional reimbursement to the Recipient unless a time extension is requested. The time extension should be requested in writing by the Recipient and approved by the Department, at least 30 days prior to the one-year deadline.
 21. The Recipient agrees to indemnify, defend, and to hold the Department harmless from any action or liability arising out of the design, construction, maintenance, placement of traffic control devices, inspection, or use of this project. This agreement to indemnify, defend, and hold harmless applies to all aspects of the Department's application review and approval process, plan and construction reviews, and funding participation.
 22. In case of dispute concerning the terms of this agreement, the parties shall submit the matter to arbitration pursuant to Iowa Code Chapter 679A. Either party has the right to submit the matter to arbitration after 10 days' notice to the other party of their intent to seek arbitration. The written notice must include a precise statement of the dispute. The Department and the Recipient agree to be bound by the decision of the appointed arbitrator. Neither party may seek any remedy with the State or Federal courts absent exhaustion of the provisions of this paragraph for arbitration.

EXHIBIT B
UTILIZATION OF TARGETED SMALL BUSINESS (TSB) ENTERPRISES
ON NON-FEDERAL AID PROJECTS
(THIRD-PARTY STATE-ASSISTED PROJECTS)

In accordance with Iowa Code Section 19B.7, it is the policy of the Iowa Department of Transportation (Iowa DOT) that Targeted Small Business (TSB) enterprises shall have the maximum practicable opportunity to participate in the performance of contracts financed in whole or part with State funds. Refer to Local Systems [I.M. 5.020](#) for additional information.

Under this policy the Recipient shall be responsible to make a positive effort to solicit bids or proposals from TSB firms and to utilize TSB firms as contractors or consultants. The Recipient shall also ensure that the contractors or consultants make positive efforts to utilize TSB firms as subcontractors, subconsultants, suppliers, or participants in the work covered by this agreement.

The Recipient's "positive efforts" shall include, but not be limited to:

1. Obtaining the names of qualified TSB firms from the Iowa Economic Development Authority (515-348-6200) or from its website at: <https://www.iowaeda.com/small-business/targeted-small-business/>
2. Notifying qualified TSB firms of proposed projects involving State funding. Notification should be made in sufficient time to allow the TSB firms to participate effectively in the bidding or request for proposal (RFP) process.
3. Soliciting bids or proposals from qualified TSB firms on each project, and identifying for TSB firms the availability of subcontract work.
4. Considering establishment of a percentage goal for TSB participation in each contract that is a part of this project and for which State funds will be used. Contract goals may vary depending on the type of project, the subcontracting opportunities available, the type of service or supplies needed for the project, and the availability of qualified TSB firms in the area.
5. For construction contracts:
 - a) Including in the bid proposals a contract provision titled "Targeted Small Business (TSB) Affirmative Action Responsibilities on Non-Federal Aid Projects (Third-Party State-Assisted Projects)" or a similar document developed by the Recipient. This contract provision is available in Local Systems [I.M. 5.020](#).
 - b) Ensuring that the awarded contractor has and shall follow the contract provisions.
6. For consultant contracts:
 - a) Identifying the TSB goal in the Request for Proposal (RFP), if one has been set.
 - b) Ensuring that the selected consultant made a positive effort to meet the established TSB goal, if any. This should include obtaining documentation from the consultant that includes a list of TSB firms contacted; a list of TSB firms that responded with a subcontract proposal; and, if the consultant does not propose to use a TSB firm that submitted a subcontract proposal, an explanation why such a TSB firm will not be used.

The Recipient shall provide the Iowa DOT Administering Bureau the following documentation:

1. Copies of correspondence and replies, and written notes of personal and/or telephone contacts with any TSB firms. Such documentation can be used to demonstrate the Recipient's positive efforts and it should be placed in the project file.
2. Bidding proposals or RFPs noting established TSB goals, if any.
3. Form 260017 "Checklist and Certification for the Utilization of Targeted Small Businesses (TSB)" shall be filled out upon completion of each project.
<https://iowadot.seamlessdocs.com/f/ChecklistandCertforUtilizationofTSBonNonFederalProjects>.



Memo

TO: Mayor and Council members

FROM: Richard Brown, Leisure Services Director

DATE: May 22, 2025

RE: Public Hearing - Linnan Park Project

SYNOPSIS:

On April 22, 2025, City staff and the City's Construction Manager received bids for five of the six prime construction packages for the construction of the Linnan Park Project. The construction plans and addendums are all on file in the City Clerk's Office and with the construction manager (Hansen Construction). The City did not receive any bids for bid package 1, but rebid the package and received bids for the rebid bid package 1 on May 13, 2025. A summary of the bids received for all six bid packages are below:

Bid Package 1, Grading and Utilities - \$1,100,000

Bidder	Amount	Variance	Notes
			Bid Alternate - \$10,000 Appare
On Track Construction	\$ 1,193,000.00	\$ 93,000.00	Low Bidder

Bid Package 2, Concrete - \$350,000

Bidder	Amount	Variance	Notes
Caliber Concrete	\$ 434,900.00	\$ 84,900.00	Apparent Low B

Bid Package 3, Asphalt Paving - \$200,000

Bidder	Amount	Variance	Notes
Grimes Asphalt	\$ 200,490.00	\$ 490.00	Apparent Low B
In Roads, LLC	\$ 207,636.00	\$ 7,636.00	

Bid Package 4, General Building Construction - \$1,500,000

Bidder	Amount	Variance	Notes
Burkett Construction	\$ 1,365,656.00	\$ (134,344.00)	Bid Alternate - \$17,750, Appare
			Low Bidder
Keystone Construction	\$ 1,675,000.00	\$ 175,000.00	

Bid Package 5, Landscaping - \$135,000

Bidder	Amount	Variance	Notes
Alpha Landscapes	\$ 166,750.00	\$ 31,750.00	
Capital Landscaping	\$ 148,793.10	\$ 13,793.10	
Country Landscapes	\$ 138,550.00	\$ 3,550.00	
Whitfields Lawn & Garden	\$ 113,813.00	\$ (21,187.00)	Apparent Low B

Bid Package 6, SplashPad - \$345,000

Bidder	Amount	Variance	Notes
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Caliber Concrete	\$	187,626.00	\$	(157,374.00)	
The Henley Group, LLC	\$	169,000.00	\$	(176,000.00)	Apparent Low B

Bid Package	Engineer's Estimate	Low Bid	Low Bidder
			On Track
Bid Package 1	\$ 1,100,000.00	\$ 1,193,000.00	Construction
Bid Package 2	\$ 350,000.00	\$ 434,900.00	Caliber Concrete
Bid Package 3	\$ 200,000.00	\$ 200,490.00	Grimes Asphalt
Bid Package 4	\$ 1,500,000.00	\$ 1,365,656.00	Burkett Construc
			Whitfields Lawn
Bid Package 5	\$ 135,000.00	\$ 113,813.00	Garden
			The Henley Gro
Bid Package 6	\$ 345,000.00	\$ 169,000.00	LLC
Totals	\$ 3,630,000.00	\$ 3,476,859.00	*(153,141.00) Difference from engineer's estim for packages wii bids.

When combined the engineer's estimate for all six bid packages was \$3,630,000 and the bids for all six bid packages were \$3,476,859.00 which includes awarding the bid alternate to On Track Construction for \$10,000. When compared to the engineer's estimate the total bids were 4.2% below the estimate.

Staff recommend that contracts be awarded for all six bid packages to the low bidder for each package.

Construction is estimated to start no later than June 15, 2025 and be completed my May 29, 2026.

Attachments:
None



Memo

TO: Mayor and Council members

FROM:

DATE: May 22, 2025

RE: Receipt of Bids - Bid Package #1, Grading and Utilities

SYNOPSIS:

Attachments:

1. Attachment A - Linnan Park Bids

Attachment A

Linnan Park Project - Bid Packages and Bids

Bid Package 1, Grading and Utilities - \$1,100,000

Bidder	Amount	Variance	Notes
On Track Construction	\$ 1,193,000.00	\$ 93,000.00	Bid Alternate - \$10,000 Apparent Low Bidder

Bid Package 2, Concrete - \$350,000

Bidder	Amount	Variance	Notes
Caliber Concrete	\$ 434,900.00		Apparent Low Bidder

Bid Package 3, Asphalt Paving - \$200,000

Bidder	Amount	Variance	Notes
Grimes Asphalt	\$ 200,490.00		Apparent Low Bidder
In Roads, LLC	\$ 207,636.00		

Bid Package 4, General Building Construction - \$1,500,000

Bidder	Amount	Variance	Notes
Burkett Construction	\$ 1,365,656.00	\$ (134,344.00)	Add Alternate - \$17,750, Apparent Low Bidder
Keystone Construction	\$ 1,675,000.00	\$ 175,000.00	

Bid Package 5, Landscaping - \$135,000

Bidder	Amount	Variance	Notes
Alpha Landscapes	\$ 166,750.00	\$ 31,750.00	
Capital Landscaping	\$ 148,793.10	\$ 13,793.10	
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Bid Package 6, SplashPad - \$345,000

Bidder	Amount	Variance	Notes
Caliber Concrete	\$ 187,626.00	\$ (157,374.00)	
The Henley Group, LLC	\$ 169,000.00	\$ (176,000.00)	Apparent Low Bidder



Memo

TO: Mayor and Council members

FROM:

DATE: May 22, 2025

RE: Resolution Awarding Prime Construction Contracts for Linnan Park Project

SYNOPSIS:

Attachments:

1. Resolution - Bid Packages 1-6
2. Attachment A - Linnan Park Bids
3. Bid 1 Contract - OnTrack Construction
4. Bid 2 Contract - Caliber Concrete
5. Bid 3 Contract - Grimes Asphalt
6. Bid 4 Contract - Burkett Construction
7. Bid 5 Contract - Whitfields Lawn & Garden
8. Bid 6 Contract - Henley Group

RESOLUTION NO. _____

RESOLUTION AWARDING CONTRACTS FOR PRIME CONSTRUCTION
PACKAGES #1, #2, #3, #4, #5 AND #6 FOR LINNAN PARK PROJECT

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

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

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

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

PASSED AND APPROVED this 22nd day of May, 2025.

By: _____

John Edwards, Mayor

ATTTEST:

By: _____

Matthew Graham, City Clerk

Attachment A

Linnan Park Project - Bid Packages and Bids

Bid Package 1, Grading and Utilities - \$1,100,000

Bidder	Amount	Variance	Notes
On Track Construction	\$ 1,193,000.00	\$ 93,000.00	Bid Alternate - \$10,000 Apparent Low Bidder

Bid Package 2, Concrete - \$350,000

Bidder	Amount	Variance	Notes
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Bid Package 3, Asphalt Paving - \$200,000

Bidder	Amount	Variance	Notes
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Bid Package 4, General Building Construction - \$1,500,000

Bidder	Amount	Variance	Notes
Burkett Construction	\$ 1,365,656.00	\$ (134,344.00)	Add Alternate - \$17,750, Apparent Low Bidder
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Bidder	Amount	Variance	Notes
Caliber Concrete	\$ 187,626.00	\$ (157,374.00)	
The Henley Group, LLC	\$ 169,000.00	\$ (176,000.00)	Apparent Low Bidder

DRAFT AIA® Document A132™ – 2019

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

AGREEMENT made as of the 22nd day of May in the year 2025
(In words, indicate day, month, and year.)

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

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

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

OnTrack Construction, LLC
1435 West F Ave, P.O. Box 524
Nevada, Iowa 50201

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

City of Clive Linnan Park Project

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

Hansen Company Inc.
5665 Greendale Road, Suite A
Johnston, IA 50131

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. 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 are in place, and all Contracts have been signed by all parties, but in no case later than June 15, 2025.

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

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

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the date of Substantial Completion of the Work of all of the Contractors for the Project will be 05-29-2026.
(Insert the date of Substantial Completion of the Work of all Contractors for the Project.)

Final Completion of the entire Work shall be achieved 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: 05-29-2026

§ 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 one hundred and ninety three thousand dollars (\$1,193,000) 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)
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:

OnTrack Construction, LLC
Matt Runge, President
1435 West F Ave, P.O. Box 524
Nevada, Iowa 50201

§ 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 Indemnitee 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 Linnan Park Project dated 03-19-2025

Number	Title	Date

- .6 Specifications
- City of Clive Linnan Park Project dated 03-19-2025

Section	Title	Date	Pages

- .7 Addenda, if any:

Number	Date	Pages
1		
2		
3		

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)*

John Edwards, Mayor

(Printed name and title)

CONTRACTOR *(Signature)*

« »« »

(Printed name and title)

01858234-1\99520-374

DRAFT AIA® Document A132™ – 2019

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

AGREEMENT made as of the 22nd day of May in the year 2025
(In words, indicate day, month, and year.)

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

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

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

Caliber Concrete, LLC
309 Audubon Street
Adair, Iowa 50002

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

City of Clive Linnan Park Project

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

Hansen Company Inc.
5665 Greendale Road, Suite A
Johnston, IA 50131

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. 2

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 June 15, 2025.

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

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

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the date of Substantial Completion of the Work of all of the Contractors for the Project will be 05-29-2026.
(Insert the date of Substantial Completion of the Work of all Contractors for the Project.)

Final Completion of the entire Work shall be achieved 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: 05-29-2026

§ 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 four hundred and ninety thousand and nine hundred dollars (\$434,900.00), subject to additions and deductions as provided in the Contract Documents.

§ 4.2.2 Alternates

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

Item	Price

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

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

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

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

(Identify each allowance.)

Item	Price
N/A	N/A

§ 4.2.4 Unit prices, if any:

(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:

Caliber Concrete, LLC
Jason Martin, Co-owner
309 Audubon Street
Adair, Iowa 50002

§ 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 Indemnitee 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
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- .4 Performance and Payment Bonds in one hundred percent (100%) of the Contract Amount.
- .5 Drawings

City of Clive Linnan Park Project dated 03-19-2025

Number	Title	Date

- .6 Specifications
- City of Clive Linnan Park Project dated 03-19-2025

Section	Title	Date	Pages

- .7 Addenda, if any:

Number	Date	Pages
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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.

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(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)*

John Edwards, Mayor
(Printed name and title)

CONTRACTOR *(Signature)*

Jason Martin, Co-owner
(Printed name and title)

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DRAFT AIA® Document A132™ – 2019

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

AGREEMENT made as of the 22nd day of May in the year 2025
(In words, indicate day, month, and year.)

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

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

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

Grimes Asphalt and Paving Corp
5550 NE 22nd Street
Des Moines, Iowa 50313

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

City of Clive Linnan Park Project

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

Hansen Company Inc.
5665 Greendale Road, Suite A
Johnston, IA 50131

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 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. 3

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 June 15, 2025.

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

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

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the date of Substantial Completion of the Work of all of the Contractors for the Project will be 05-29-2026.
(Insert the date of Substantial Completion of the Work of all Contractors for the Project.)

Final Completion of the entire Work shall be achieved 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:

§ 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 thousand and four hundred and ninety dollars (\$200,490.00), subject to additions and deductions as provided in the Contract Documents.

§ 4.2.2 Alternates

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

Item	Price

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

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

Item	Price	Conditions for Acceptance

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

(Identify each allowance.)

Item	Price

§ 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)

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:

Grimes Asphalt and Paving Corp
Matt Yonker, Vice President
5550 NE 22nd Street
Des Moines, Iowa 50313

§ 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 Indemnitee 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 Linnan Park Project dated 03-19-2025

Number	Title	Date

- .6 Specifications
- City of Clive Linnan Park Project dated 03-19-2025

Section	Title	Date	Pages

- .7 Addenda, if any:

Number	Date	Pages
1		
2		
3		

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)*

John Edwards, Mayor

(Printed name and title)

CONTRACTOR *(Signature)*

Matt Yonker, Vice-President

(Printed name and title)

01858234-1\99520-374

DRAFT AIA® Document A132™ – 2019

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

AGREEMENT made as of the 22nd day of May in the year 2025
(In words, indicate day, month, and year.)

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

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

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

Burkett Construction, LLC
25 Ellefson Drive
De Soto, Iowa 50069

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

City of Clive Linnan Park Project

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

Hansen Company Inc.
5665 Greendale Road, Suite A
Johnston, IA 50131

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
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- 4 CONTRACT SUM
- 5 PAYMENTS
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- 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. 4

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 June 15, 2025.

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

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

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the date of Substantial Completion of the Work of all of the Contractors for the Project will be 05-29-2026.
(Insert the date of Substantial Completion of the Work of all Contractors for the Project.)

Final Completion of the entire Work shall be achieved 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: 05-29-2026

§ 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 three hundred and sixty-five thousand and six hundred and fiftysix dollars (\$1,365,656.00), subject to additions and deductions as provided in the Contract Documents.

§ 4.2.2 Alternates

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

Item	Price

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

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

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

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

(Identify each allowance.)

Item	Price
N/A	N/A

§ 4.2.4 Unit prices, if any:

(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:

Burkett Construction, LLC
Andrew Burkett, President
25 Ellefson Drive
De Soto, Iowa 50069

§ 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 Indemnitee 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 Linnan Park Project dated 03-19-2025

Number	Title	Date

- .6 Specifications
- City of Clive Linnan Park Project dated 03-19-2025

Section	Title	Date	Pages

- .7 Addenda, if any:

Number	Date	Pages
1		
2		
3		

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)*

John Edwards, Mayor

(Printed name and title)

CONTRACTOR *(Signature)*

Andrew Burkett, President

(Printed name and title)

01858234-1\99520-374

DRAFT AIA® Document A132™ – 2019

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

AGREEMENT made as of the 22nd day of May in the year 2025
(In words, indicate day, month, and year.)

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

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

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

Whitfield's Lawn and Garden
3132 4th Street
Des Moines, Iowa 50313

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

City of Clive Linnan Park Project

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

Hansen Company Inc.
5665 Greendale Road, Suite A
Johnston, IA 50131

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

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3	DATE OF COMMENCEMENT AND DATES OF SUBSTANTIAL COMPLETION
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5	PAYMENTS
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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. 5

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 June 15, 2025.

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

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

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the date of Substantial Completion of the Work of all of the Contractors for the Project will be 05-29-2026.
(Insert the date of Substantial Completion of the Work of all Contractors for the Project.)

Final Completion of the entire Work shall be achieved 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: 05-29-2026

§ 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 hundred and thirteen thousand and eight hundred and thirteen dollars (\$113,813.00), subject to additions and deductions as provided in the Contract Documents.

§ 4.2.2 Alternates

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

Item	Price

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

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

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

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

(Identify each allowance.)

Item	Price
N/A	N/A

§ 4.2.4 Unit prices, if any:

(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:

Whitfield's Lawn and Garden
Catum Whitfield, Project Manager
3132 4th Street
Des Moines, Iowa 50313

§ 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 Indemnitee 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 Linnan Park Project dated 03-19-2025

Number	Title	Date

- .6 Specifications
- City of Clive Linnan Park Project dated 03-19-2025

Section	Title	Date	Pages

- .7 Addenda, if any:

Number	Date	Pages
1		
2		
3		

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)*

John Edwards, Mayor

(Printed name and title)

CONTRACTOR *(Signature)*

Catum Whitfield, Project Manager

(Printed name and title)

01858234-1\99520-374

DRAFT AIA® Document A132™ – 2019

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

AGREEMENT made as of the 22nd day of May in the year 2025
(In words, indicate day, month, and year.)

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

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

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

The Henley Group, LLC
730 E 59th Street
Davenport, Iowa 52807

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

City of Clive Linnan Park Project

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

Hansen Company Inc.
5665 Greendale Road, Suite A
Johnston, IA 50131

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. 6

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 June 15, 2025.

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

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

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the date of Substantial Completion of the Work of all of the Contractors for the Project will be 05-29-2026.
(Insert the date of Substantial Completion of the Work of all Contractors for the Project.)

Final Completion of the entire Work shall be achieved 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: 05-29-2026

§ 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 hundred and sixty-nine thousand dollars (\$169,000.00), subject to additions and deductions as provided in the Contract Documents.

§ 4.2.2 Alternates

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

Item	Price

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

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

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

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

(Identify each allowance.)

Item	Price
N/A	N/A

§ 4.2.4 Unit prices, if any:

(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:

The Henley Group, LLC
Tyler C Henley, President
730 E 59th Street
Davenport, Iowa 52807

§ 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 "Indemnatee") from and against all claims, damages, losses and expenses, including, but not limited to, attorneys' fees (each, a "Claim"), arising out of or resulting from or in connection with: (i) the performance of the Work, but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by an Indemnatee; and (ii) the death or bodily injury of any agent, employee, customer, business invitee, or business visitor of the Contractor or a Subcontractor, except to the extent caused by the negligent acts or omissions of the Owner. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity or contribution which would otherwise exist, as to any party or person described in Contract Documents. Any Indemnatee seeking indemnification for a Claim shall give

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

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

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

- .1 AIA Document A132™-2019, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition
- .2 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 Linnan Park Project dated 03-19-2025

Number	Title	Date

- .6 Specifications
- City of Clive Linnan Park Project dated 03-19-2025

Section	Title	Date	Pages

- .7 Addenda, if any:

Number	Date	Pages
1		
2		
3		

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)*

John Edwards, Mayor
(Printed name and title)

CONTRACTOR *(Signature)*

Tyler C Henley, President
(Printed name and title)

01858234-1\99520-374



Memo

TO: Mayor and Council members

FROM: Richard Brown, Leisure Services Director

DATE: May 22, 2025

RE: Approval of Proposal for the Purchase and Installation of Linnan Park Playground - Play-Pro Recreation - \$581,527.00

SYNOPSIS:

A new playground will be one of the signature elements of a renovated Linnan Park. Considerable engagement with the community has shaped the overall design of the park's new design. The city has been working closely with students at Crestview Elementary School on the design of the project and wanted to be able to let the kids at the school be engaged in the final playground recommendation.

Staff and designers gave wide latitude for playground designers to develop a concept for the playground, but asked that the following elements must be included in all playground concepts:

- Swings
- Separate 2-5yr and 5-12yr play areas
- Tall towers
- Slides

The total maximum budget was set at \$600,000, which includes purchase and delivery of the play equipment and rubber safety surface along with installation of the playground. In total, seven proposals were received, representing six manufacturers. Staff narrowed it down to six proposals that were put online for a public vote on the proposals. The top three vote-getting proposals were taken to Crestview Elementary School, where each student was given the opportunity to vote for their favorite playground. The students voted with their classroom teacher and staff had the ability to discuss what they liked and didn't like about each proposal so that we would have additional information to help create the final playground.

Images of the six proposed playgrounds are attached in Exhibit A.

The top three proposals from the online vote were Proposals 1, 4 and 6. When voted upon by students at Crestview Elementary School Proposal 6 was the clear winner with 71% of the over 450 total votes. Staff have started to work with the winning proposal to make small edits to the playground. The most apparent change that needs to be made to this proposal is the addition of more swings and some color adjustments to better match the overall color theme of the park.

Staff recommend approval of Proposal 6 – Little Tykes and Play-Pro Rec for the playground at Linnan Park with minor revisions to the playground colors and the addition of more swings. Little Tykes and Play-Pro Rec were also the winning selection for the Stonegate Playground replacement in 2024. The total amount for the purchase and installation of the playground and rubber safety surface is \$581,527.00.

Attachments:

1. Linnan Park Final Pricing 5-14-25
2. Attachment A - Linnan Park Playground Proposals



Linnan Park Playground Proposals



- Proposal 1 – Burke



- Proposal 2 – Gametime



- Proposal 3 – Landscape Structures

landscape
structures

Linnan Park Playground Improvements

1193307-01-02_ORP • 1.31.2025



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- Proposal 4 – Playworld



Linnan Park

MW091824-2B

Sales Representative



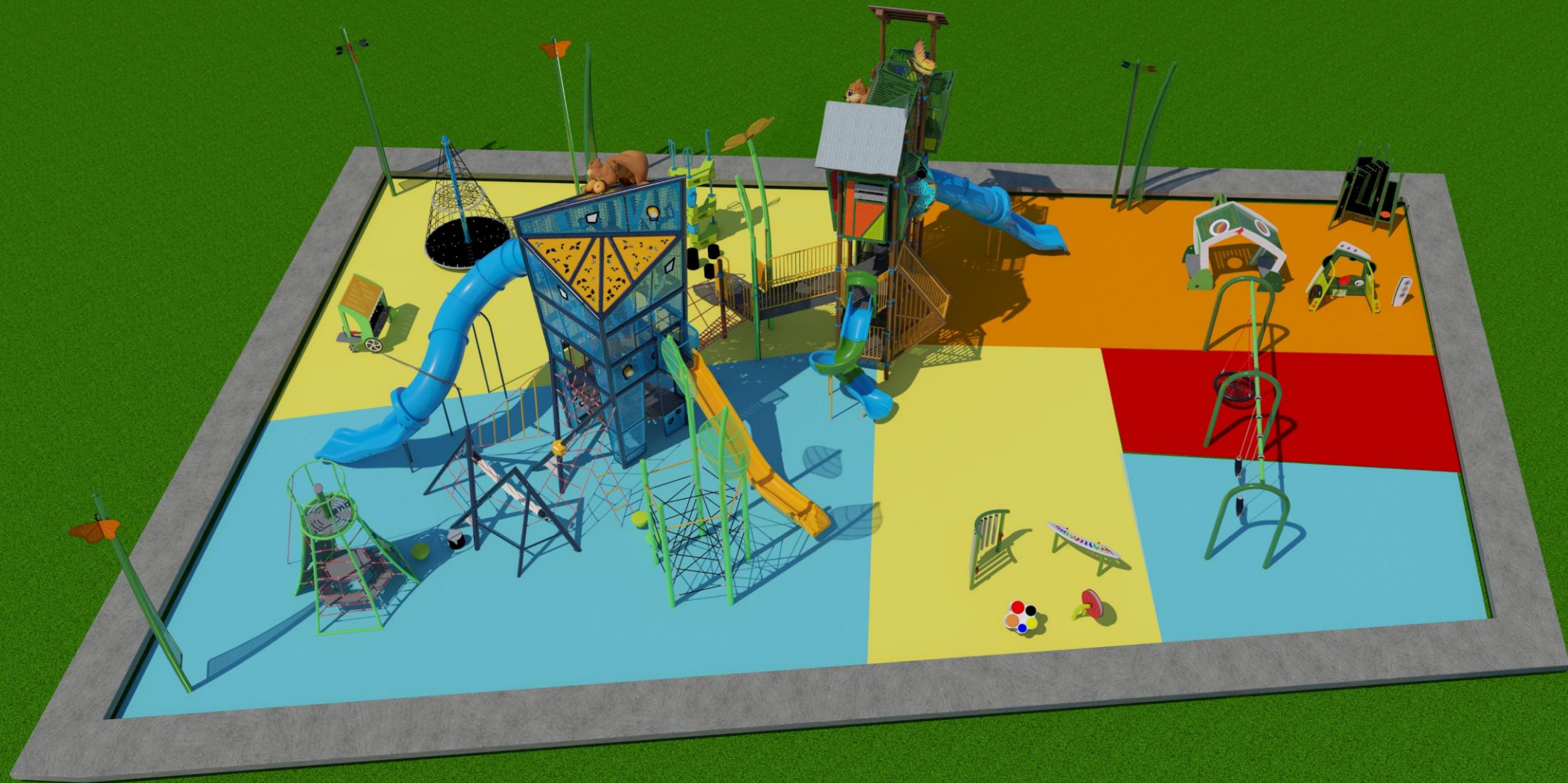
9030 EAGLE CREEK CIRCLE
SAVAGE, MN 55378
PHONE: 1-800-747-1152
EMAIL: playscapes@midwestpark.net

Equipment Manufacturer



- Proposal 5 – Miracle





- Proposal 6 – Little Tykes (Winning Concept)



Memo

TO: Mayor and Council members

FROM: Richard Brown, Leisure Services Director

DATE: May 22, 2025

RE: Resolution Approving an Amendment to the Agreement for Professional with Smithgroup for the Development of Linnan Park - \$185,100

SYNOPSIS:

This contract amendment with Smithgroup will be the second amendment to the original contract amount for the Linnan Park and Harbach Blvd project. The original project was for the stormwater master plan, 30% plans for the Harbach Blvd project and construction plans for Phase 1 improvements to Linnan Park. The first amendment to the contract was for the increased scope of the Linnan Park project when the City Council decided to tackle the entire park project as one phase of construction. The original contract was for \$390,490 and the first amendment was for \$368,150, bringing the total Smithgroup contract to \$758,640.

The second amendment will be for construction management services. The proposed contract amendment for construction management is \$185,100 and will bring the total contract amount with Smithgroup to \$943,740.

Staff recommends approval of the second contract amendment with Smithgroup for the Linnan Park project.

Attachments:

1. Smithgroup Amendment Construction Observation
2. Resolution - Smithgroup Contract Amendment

SMITHGROUP

AMENDMENT TO CLIENT CONTRACT

SG Project Title: Linnan Park Phase 1

SG Project Location: Clive, IA

SG Project Number: 14880

Amendment No.: 2025-0509

Richard Brown

Leisure Services Director

1900 NW 144th St.

Clive, IA 50325

By signing below, the parties agree that SmithGroup will provide the below Scope of Services in conjunction with our Agreement dated 13 July 2023, and to expend an additional fixed lump fee of \$ 185,100, bringing the total amount authorized, as of this date, to \$943,740. This fee includes reimbursable fees and subconsultant costs for the services described below.

Scope of Services

SmithGroup has completed design for Linnan Park Phase 1 and provided bid documents to the City of Clive. The City of Clive has contracted with Hansen Construction to provide construction management for the project. Hansen will provide day-to-day administration of the work. Clive has requested SmithGroup provide consulting services during construction to assist Hansen Construction and serve as the city's representative to review work prepared at Linnan Park. SmithGroup has partnered with Veenstra & Kimm Inc (V&K) and ASK Studio (ASK) to provide the following construction administration and observation services during construction.

1. Pre-Construction Conference

SmithGroup will participate in preconstruction conferences. We have budgeted attendance for SmithGroup project team representatives at the following pre-construction conferences,

- Two team representatives in an on-site Site Pre-Construction Meeting
- Three team representatives in an on-site Architectural Pre-Construction Meeting
- One team representative in an on-site Planting and Seeding Pre-Construction Meeting

At the meeting, SmithGroup team representatives will answer questions from the contractor(s), review and discuss the contractor's schedule, and identify probable site visits. If our team is unable to answer a question at the meeting, we will follow up with an email to the Owner or Owner's Representative.

Following the meeting(s), SmithGroup will prepare and issue a memorandum summarizing what we heard and understood from the meeting.

2. Review of RFI's and Submittals

SmithGroup will review shop drawings, samples, product data and mockups which the Contractor is required to submit for conformance with the design of the project and compliance with the information given in the bid manual. Reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs.

SMITHGROUP

- SmithGroup will provide up to two (2) reviews of an individual submittal under this agreement; additional reviews will be charged to the Contractor.
- SmithGroup will endeavor to return submittals as quickly as possible but reserves the right to provide responses to submittals within 10 business days of receipt of the submittal.
- SmithGroup will review submittals, shop drawings, product information sheets and mockups associated with site earthwork and utilities, flatwork, landscaping, architectural, recreational spaces and painting, and furnishings.
 - SmithGroup is not responsible for reviewing submittals associated with Division 00 or 01 of the specifications, design build items, the playground (pieces, surfacing, surfacing base, underdrains).
 - SmithGroup is not responsible for reviewing weight ticket submittals associated with material deliveries.
 - SmithGroup is not responsible for submittals associated with project staking, benchmark establishment, as-builts, or record drawings.
- SmithGroup will provide submittal reviews for work associated with site and architectural improvements including testing results and manufacturer product information sheets.

SmithGroup will evaluate and determine the acceptability of substitute materials, equipment, or other substitutions proposed by the Contractor to the extent provided in SUDAS standard specification 1060. Please note, the contractor will be expected to reimburse SmithGroup on a Time and Materials basis for all substitution reviews, per the specification.

SmithGroup will review and respond to requests for information about the Contract Documents. If the Contractor's requests for information, clarification or interpretation are, in SmithGroup's professional opinion, for information readily apparent from reasonable observation of field conditions or from a review of the Contract Documents, SmithGroup will so advise the Contractor and be entitled to compensation for SmithGroup's time spent responding to such requests.

SmithGroup will review maintenance and operating instructions and schedules, testing reports and approvals which are to be assembled by the Contractor in accordance with the Construction Contract Documents. SmithGroup's review will only be to determine that the content complies with the requirements of, and in the case of certificates of inspection, tests and approvals, the results certified indicate compliance with the Construction Contract Document.

3. Prepare and Issue Construction Bulletins

If needed, SmithGroup will provide interpretations and clarifications of the Construction Contract Documents and prepare construction bulletins or change orders for the Owner or Owner's Representative to issue.

4. Participation in Construction Coordination Meetings

SmithGroup will participate in construction coordination meetings to review project schedule and progress, discuss outstanding submittals or requests, and review project concerns. Construction meeting logistics including coordination, hosting, and agendas will be provided by the Owner or Owner's Representative. SmithGroup has budgeted for participation for up to two SmithGroup representatives in 36 meetings based on an expected 16-month construction period. A representative of V&K and ASK will participate in up to 24 calls. We anticipate participating in meetings on-site when present for site observation visits.

5. On-site Construction Observation Visit and Reporting

SmithGroup will make visits to the site at intervals appropriate to the various stages of construction to observe the progress and quality of various aspects of the Contractor's work. Based on observations made during visits,

SMITHGROUP

SmithGroup will endeavor to determine, in general, if such work is proceeding in accordance with the contract documents. SmithGroup has budgeted for 26 site construction observation visits assuming the project is constructed under a single construction contract and the duration of construction does not exceed one year from notice of award. Site visits are expected to last one to two hours, outlined below

- One team representative in up to two visits to observe site preparation and staking.
- One team representative in up to two visits to observe the grading and erosion control.
- One team representative in up to two visits to observe the installation of flatwork surfaces and finishing.
- One team representative in up to two visits to observe the installation of the stormwater vault and below ground connections.
- One team representative in up to two visits to observe site landscape planting installation and seeding.
- One team representative in up to two visits to observe the splash play feature installation and test operation.
- One team representative in up to two general site observations visits.
- Three team representatives in up to four architectural construction observation visits (two for each building).

During construction observation visits, SmithGroup shall act as initial interpreter of the requirements of the contract documents, judge the acceptability of the work, and render an opinion on claims of Client and Contractor relating to the acceptability of the work or the interpretation of the requirements of the contract documents pertaining to the execution and progress of the work. Based on site observations, SmithGroup will disapprove of or reject Contractor's work while it is in progress if SmithGroup believes that such work will not produce a completed project that conforms generally to the contract documents or that it will prejudice the integrity of the design of the project as reflected in the Construction Contract Documents.

As the Client's on-site representative, SmithGroup may require special inspection or testing of the work by the Clients' testing agency, and will receive and review all certificates of inspections, testing and approvals required by laws, rules, regulations, ordinances, codes, orders or the contract documents. A copy of the testing agency reports will be distributed to the Client, SmithGroup and the Contractor.

One (1) employee equals one (1) visit and multiple employees equals multiple visits. Extension of the construction schedule would require additional site visits, to be negotiated as Additional Services to SmithGroup's contract.

Following each visit, we will prepare a single Construction Observation Report. The report will document the number of employees participating in a visit, observations and interpretations of work progress, provide notes or comments, hand-drawn markups (if prepared on site) and select photographs from the visit. When multiple SmithGroup team members are present at the site observation, we will prepare and provide a single report. The report will be provided in a digital format to the Owner and Owner's Representative.

6. On-site Punchlist Review and Reporting

SmithGroup will visit the site upon Contractor's notice of Substantial Completion and render an opinion if the work is substantially complete. Identification of any remaining work the Contractor will be expected to complete to achieve final completion will be based on the performance and quality expectations identified in the written specifications and the construction drawings.

Punch list reports will document SmithGroup's observations of work to be repaired or completed to meet the project contract documents. The report will be shared with the client for incorporation in a final punch list document.

SMITHGROUP

- SmithGroup will participate in two (2) **site** punch list visits to document uncompleted or unacceptable work items needed to be completed for final acceptance.
- SmithGroup will participate in two (2) **architectural** punch list visits and prepare two (2) punch lists, one for each building, to document uncompleted or unacceptable work items needed to be completed for final acceptance.

If additional punch list visits are required, SmithGroup will be entitled to additional compensation.

Upon notice that all punch list items are complete, a final site visit will be held to determine if the completed work is acceptable.

7. Closeout

At the completion of the construction work SmithGroup will prepare close out content for the project. Closeout services provided by SmithGroup includes,

- Three team representatives in a final inspection visit.
- A single final inspection report.

ASSUMPTIONS

- Redesign due to budgetary constraints or value engineering would be provided on a Time and Materials services or under a new scope of work.
- Preparation of "as-built" or record drawings are not included in the preceding scope of services.
- Construction is expected to begin in May of 2025 and last approximately 16 months.
- Project duration may increase the CA fee if extends beyond 16 months.
- Invoices for services performed will be based on percent complete and not tracked on a per task basis.
- Owner or Owner's Representative will be responsible for:
 - Providing initial responses to contractor questions.
 - Understanding the scope of work and contractor requirements in the project construction documents including drawings and specifications.
 - Managing, cataloging, organizing, and coordinating RFI's, contract document submittals, and requests for work or change orders.
 - Providing and updating contractor schedules.
 - Organizing, inviting, and hosting construction coordination calls.
 - Identifying when the SmithGroup team should be on-site for specific construction observation.
 - Identifying when substantial completion has been achieved and scheduling punch list visits.
 - Preparing and issuing contractor payment authorizations.
 - Confirming work prepared on the project is in conformance with the project contract documents.
 - Assembly and preparation of final punch list.
 - Identifying when the SmithGroup team should be on-site for a final project walk through.
 - Assembly of contract document required as-built drawings or surveying.
 - Assembly of manufacturers warranties, operational manuals, and contractor maintenance plans and distribution to the City of Clive.
- Submittals, RFI's, bulletins, change orders or work addendums will be sent to SmithGroup by the Owner or the Owner's Representative; SmithGroup responses will be provided to the Owner or Owner's Representative.

SMITHGROUP

- Material samples shall be sent to SmithGroup via mail by the Owner or Owner's Representative. Material samples sent to SmithGroup will be disposed of after review. SmithGroup is not responsible for returning material samples.
- Site visits times/days will be identified during construction calls with Hansen and coordination with the contractor.

CONSULTANTS

SmithGroup anticipates using the following consultant(s) for this project. The costs for subconsultant services will be borne by SmithGroup and are included in SmithGroup projected fee. Work prepared by the following subconsultants is included in the scope description above.

ASK Architecture – Architectural CA services

Veenstra & Kimm Engineering – Civil Engineering CA services

Consultants will participate in the following meetings

- Attend Preconstruction Conference
- Participate in construction coordination calls
- Punchlist creation and review

Consultants will prepare the following deliverables

- Review and reply to RFIs
- Shop Drawing Reviews
- Site visits and observation reports (up to 10 total)
- Participate in construction coordination calls (up to 24 1-hour calls)
- Punchlist creation and review (2 per area, civil, structural, MEP)
- Project Close Out

All other provisions of our Agreement remain unchanged.

Client (*Signature*)

SmithGroup (*Signature*)

(*Printed name and title*)

(*Printed name and title*)

Date

Date

RESOLUTION NO. _____

RESOLUTION APPROVING AN AMENDMENT TO THE AGREEMENT FOR
PROFESSIONAL SERVICES WITH SMITHGROUP FOR THE DEVELOPMENT OF
LINNAN PARK

WHEREAS, the City of Clive, herein after referred to as the City, is to improve Linnan Park, and;

WHEREAS, in early 2023 the City issued a request for proposals for construction teams interested in providing such design and engineering services for the associated project, and;

WHEREAS the City Council approved a contract with Smithgroup for professional services to develop the Linnan project in the not to exceed amount of \$390,490, and;

WHEREAS the City Council approved a contract amendment with Smithgroup for the increase scope of Linnan Park improvements in the amount of \$368,150, and;

WHEREAS the City desired to enter into an amendment to the original agreement for construction phase services in the amount of \$185,100, and;

NOW, THEREFOR, BE TI RESOLVED BY THE CITY COUNCIL OF THE CITY OF CIVE, IOWA:

That the Mayor be authorized to execute the amendment to the professional services agreement with Smithgroup and the City Clerk is hereby authorized and directed to attest to the signature of the Mayor to the same.

PASSED AND APPROVED this 22nd day of May, 2025.

By: _____
John Edwards, Mayor

ATTTEST:

By: _____
Matthew Graham, City Clerk



Memo

TO: Mayor and Council members

FROM: Richard Brown, Leisure Services Director

DATE: May 22, 2025

RE: Resolution Approving Professional Services Agreement - Hansen Construction - \$717,571.00

SYNOPSIS:

Following the success of using a construction manager for the Clive Public Safety Building and the Greenbelt Landing project, the City issued a request for proposals to find a construction manager for the Linnan Park project. Proposals were received from three different companies: DCI, Hansen Construction and Story Construction. Following interviews with all three companies, staff selected Hansen Construction to be the construction manager for the Linnan Park project. The recommendation to use Hansen came down to the combination of experience in park projects and experience specifically with splash pads. Hansen was the construction manager for the splash pad at the Johnston City Hall project and the park improvements that Polk County Conservation completed at Easter Lake Park on the southeast side of Des Moines.

Upon selection of Hansen for this project, the City Manager executed a \$5,000 contract with Hansen for pre-construction and bidding services.

The total estimated construction management fees for Hansen are estimated at \$717,571.00. This includes a 3% flat fee of construction costs or \$121,766 and reimbursable costs estimated at \$595,805. The estimated reimbursable costs are based on a 12-month project completion with a fully staffed construction management team. In reality, it is likely an 8-month project with four months of partial staffing during the winter, so staff do not expect that the reimbursable costs for the project meet or exceed the estimated costs.

Staff recommends approval of the professional services agreement with Hansen Construction for the construction manager services of the Linnan Park project.

Attachments:

1. Hansen - Construction Contract 05.16.25
2. Resolution - Hansen Contract

AIA® Document C132® – 2019

Standard Form of Agreement Between Owner and Construction Manager as Adviser

AGREEMENT made as of the 23rd day of April in the year 2025
(In words, indicate day, month and year.)

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

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

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

Hansen Company
5665 Greendale Rd.
Johnston, IA 50131

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

Linnan Park

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

Smith Group
Veenstra & Kimm
Ask Studios

The Owner and Construction Manager agree as follows.

ADDITIONS AND DELETIONS:

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

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

This document is intended to be used in conjunction with AIA Documents A132™–2019, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition; A232™–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition; and B132™–2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition. AIA Document A232™–2019 is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Init.

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ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project:

(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

Modifications to Linnan Park to create the following:

- New playground
- New sprayground
- New open-air shelter and restroom building
- Two smaller open-air shelters
- New basketball court
- New location for existing futsal courts
- Above ground stormwater infrastructure
- Underground utilities

§ 1.1.2 The Project's physical characteristics:

(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

(Provide total and, if known, a line item breakdown.)

\$5,500,000

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

.2 Construction commencement date:

June 1, 2025

.3 Substantial Completion date or dates:

May 30, 2026

.4 Other milestone dates:

§ 1.1.5 The Owner intends the following procurement method for the Project:

(Identify method such as competitive bid or negotiated contract.)

Competitive Bid

§ 1.1.6 The Owner's requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction are set forth below:

(Identify any requirements for fast-track scheduling or phased construction and, if applicable, list number and type of bid/procurement packages.)

§ 1.1.7 The Owner's anticipated Sustainable Objective for the Project:

(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

§ 1.1.7.1 If the Owner identifies a Sustainable Objective, the Owner and Construction Manager shall complete and incorporate AIA Document E235™–2019, Sustainable Projects Exhibit, Construction Manager as Adviser Edition, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E235–2019 is incorporated into this Agreement, the Owner and Construction Manager shall incorporate the completed E235–2019 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.8 Other Project information:

(Identify special characteristics or needs of the Project not provided elsewhere.)

§ 1.1.9 The Owner identifies the following representative in accordance with Section 5.5:

(List name, address, and other contact information.)

Richard Brown
City of Clive

§ 1.1.10 The persons or entities, in addition to the Owner's representative, who are required to review the Construction Manager's submittals to the Owner are as follows:
(List name, address, and other contact information.)

§ 1.1.11 The Owner shall retain the following consultants and Contractors:
(List name, legal status, address, and other contact information.)

.1 Land Surveyor:

.2 Geotechnical Engineer:

.3 Civil Engineer:

.4 Contractors, as defined in Section 1.4:

.5 Separate Contractors, as defined in Section 1.4:

Playground Equipment

.6 Other, if any:
(List any other consultants retained by the Owner.)

§ 1.1.12 The Construction Manager identifies the following representative in accordance with Section 2.5:
(List name, address, and other contact information.)

Andrew Bell
5665 Greendale Rd.
Johnston, IA 50131

§ 1.1.13 The Construction Manager's staffing plan as required under Section 3.3.3 shall include:

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(List any specific requirements and personnel to be included in the staffing plan, if known.)

§ 1.1.14 The Construction Manager's consultants retained under Basic Services, if any:
(List name, legal status, address, and other contact information of any consultants.)

NA

§ 1.1.15 The Construction Manager's consultants retained under Supplemental Services:

NA

§ 1.1.16 Other Initial Information on which this Agreement is based:

§ 1.2 The Owner and Construction Manager may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Construction Manager shall appropriately adjust the Construction Manager's services, schedule for the Construction Manager's services, and the Construction Manager's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon written protocols governing the transmission and use of, and reliance on, Instruments of Service or any other information or documentation in digital form.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to written protocols governing the use of, and reliance on, the information contained in the model shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

§ 1.4 The term "Contractors" refers to persons or entities who perform Work under contracts with the Owner that are administered by the Construction Manager and Architect. The term "Contractors" is used to refer to such persons or entities, whether singular or plural. The term does not include the Owner's own forces, or Separate Contractors, which are persons or entities who perform construction under separate contracts with the Owner not administered by the Construction Manager and Architect.

ARTICLE 2 CONSTRUCTION MANAGER'S RESPONSIBILITIES

§ 2.1 The Construction Manager shall provide the services as set forth in this Agreement.

§ 2.2 The Construction Manager shall perform its services consistent with the skill and care ordinarily provided by construction managers practicing in the same or similar locality under the same or similar circumstances. The Construction Manager shall perform its services as expeditiously as is consistent with such skill and care and the orderly progress of the Project.

§ 2.3 The Construction Manager shall provide its services in conjunction with the services of an Architect as described in AIA Document B132™–2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition. The Construction Manager shall not be responsible for actions taken by the Architect.

§ 2.4 The Construction Manager shall coordinate its services with those services provided by the Owner, the Architect, the Contractors, and the Owner's other consultants and Separate Contractors. The Construction Manager shall be entitled to rely on, and shall not be responsible for, the accuracy and completeness of services and information furnished by the Owner, the Architect, and the Owner's other consultants and Separate Contractors. The Construction Manager shall provide prompt written notice to the Owner if the Construction Manager becomes aware of any error, omission, or inconsistency in such services or information.

§ 2.5 The Construction Manager shall identify a representative authorized to act on behalf of the Construction Manager with respect to the Project.

§ 2.6 The Construction Manager, as soon as practicable after execution of the Agreement, shall notify the Owner in writing of the names and qualifications of its proposed key staff members. Within 14 days of receipt of the names and qualifications of the Construction Manager's proposed key staff members, the Owner may reply to the Construction Manager in writing, stating (1) whether the Owner has reasonable objection to a proposed key staff member or (2) that the Owner requires additional time to review. Failure of the Owner to reply within the 14-day period shall constitute notice of no reasonable objection. The Construction Manager shall not staff any employees on the Project to whom the Owner has made reasonable and timely objection. The Construction Manager shall not change its key staff members without the Owner's consent, which shall not be unreasonably withheld or delayed.

§ 2.7 Except with the Owner's knowledge and consent, the Construction Manager shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Construction Manager's judgment with respect to this Project.

§ 2.8 The Construction Manager shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Construction Manager normally maintains, the Owner shall pay the Construction Manager as set forth in section 11.7.

§ 2.8.1 Commercial General Liability with policy limits of not less than One Million Dollars (\$ 1,000,000) for each occurrence and Two Million Dollars (\$ 2,000,000) in the aggregate for bodily injury and property damage.

§ 2.8.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Construction Manager with policy limits of not less than One Million Dollars (\$ 1,000,000) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.8.3 The Construction Manager may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.8.1 and 2.8.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.8.4 Workers' Compensation at statutory limits and Employers Liability with policy limits not less than One Million Dollars (\$ 1,000,000) each accident, One Million Dollars (\$ 1,000,000) each employee, and One Million Dollars (\$ 1,000,000) policy limit.

§ 2.8.5 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than Two Million Dollars (\$ 2,000,000) per claim and Two Million Dollars (\$ 2,000,000) in the aggregate.

§ 2.8.6 **Additional Insured Obligations.** To the fullest extent permitted by law, the Construction Manager shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Construction Manager's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.8.7 The Construction Manager shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.8.

§ 2.9 The Construction Manager shall assist the Owner, Architect, and other Project participants in establishing written protocols for the development, use, transmission, reliance, and exchange of digital data, including building information models for the Project.

§ 2.10 A centralized electronic document management system will be used on the Project, and the Construction Manager shall be responsible for managing and maintaining the centralized electronic document management system. The centralized electronic document management system shall include the following:
(List any items that are to be included in the centralized electronic management system.)

§ 2.11 The Construction Manager shall retain all Project related documents and information it receives, and the Owner and Architect shall have access to the documents and information. The Construction Manager shall transmit the documents and information to the Owner at final completion.

ARTICLE 3 SCOPE OF CONSTRUCTION MANAGER'S BASIC SERVICES

§ 3.1 Definition

The Construction Manager's Basic Services consist of those described in this Article 3, and include usual and customary Preconstruction and Construction Phase Services. Services not set forth in this Article 3 are Supplemental or Additional Services. The Owner, Construction Manager, and Contractors may agree, in consultation with the Architect, for the Construction Phase to commence prior to completion of the Preconstruction Phase, in which case, both phases will proceed concurrently.

§ 3.2 Preconstruction Phase

§ 3.2.1 The Construction Manager shall review the program furnished by the Owner and any evaluation of the Owner's program provided by the Architect, to ascertain the requirements of the Project and shall arrive at a mutual understanding of such requirements with the Owner and Architect.

§ 3.2.2 The Construction Manager shall provide a preliminary evaluation of the Owner's program, schedule and construction budget requirements, each in terms of the other.

§ 3.2.3 The Construction Manager shall prepare, and deliver to the Owner, for the Owner's approval, a written Construction Management Plan that includes, at a minimum, the following: (1) preliminary evaluations required in Section 3.2.2, (2) a Project schedule, (3) cost estimates, (4) recommendations for Project delivery method, and (5) Contractors' scopes of Work. The Construction Manager shall periodically update the Construction Management Plan, for the Owner's approval, over the course of the Project.

§ 3.2.4 The Construction Manager shall prepare and periodically update the Project schedule included in the Construction Management Plan for the Architect's review and the Owner's acceptance. The Construction Manager shall obtain the Architect's approval for the portion of the Project schedule relating to the performance of the Architect's services. The Project schedule shall coordinate and integrate the Construction Manager's services, the Architect's services, other Owner consultants' services, and the Owner's responsibilities and highlight items that affect the Project's timely completion.

§ 3.2.5 The Construction Manager shall update the Project schedule to include the components of the Work, including phasing of construction, times of commencement and completion required of each Contractor, ordering and delivery of products, including those that must be ordered in advance of construction, obtaining the required reviews and approvals of authorities having jurisdiction over the Project, and the occupancy requirements of the Owner.

§ 3.2.6 Based on the preliminary design and information prepared or provided by the Architect and other Owner consultants, the Construction Manager shall prepare, for the Architect's review and Owner's approval, preliminary estimates of the Cost of the Work or the cost of program requirements using area, volume or similar conceptual estimating techniques, including the establishment of sufficient contingency to reasonably anticipate the development of the Project's design documents.

§ 3.2.7 The Construction Manager shall review design documents during their development and advise the Owner and Architect on proposed site use and improvements, selection of materials, building systems, and equipment. The Construction Manager shall also provide recommendations to the Owner and Architect, consistent with the Project requirements, on constructability; availability of materials and labor; sequencing for phased construction; time requirements for procurement, installation and construction; and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, life-cycle data, and possible cost reductions.

§ 3.2.8 The Construction Manager shall review recommendations for systems, materials, or equipment for the impact upon cost, schedule, sequencing, constructability, and coordination among the Contractors. The Construction Manager shall discuss its findings with the Owner and the Architect, and coordinate resolution, as necessary, of any such impacts.

§ 3.2.9 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall prepare and update, at appropriate intervals agreed to by the Owner, Construction Manager and Architect, an estimate of the Cost of the Work with increasing detail and refinement. The Construction Manager shall include in the estimate those costs to allow for further development of the design, bidding or negotiating, price escalation, and market conditions. The estimate shall be provided for the Architect's review and the Owner's approval. The Construction Manager shall inform the Owner and Architect in the event that the estimate of Cost of the Work exceeds the latest approved Project budget, and make recommendations for corrective action.

§ 3.2.10 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall consult with the Owner and Architect and make recommendations whenever the Construction Manager determines that the design, or details, adversely affect cost, scope, schedule, constructability, or quality of the Project.

§ 3.2.11 The Construction Manager shall provide recommendations and information to the Owner and Architect regarding the assignment of responsibilities for temporary Project facilities and equipment, materials and services for common use of the Contractors. The Construction Manager shall verify that such requirements and assignment of responsibilities are included in the proposed Contract Documents.

§ 3.2.12 The Construction Manager shall provide recommendations and information to the Owner regarding the allocation of responsibilities for safety programs among the Contractors.

§ 3.2.13 The Construction Manager shall provide recommendations to the Owner on the division of the Project into individual contracts for the construction of various categories of Work, including the method to be used for selecting Contractors and awarding Contracts for Construction. The Construction Manager shall review the Drawings and Specifications and make recommendations as required to provide that (1) the Work of the Contractors is coordinated, (2) all requirements for the Project are assigned to the appropriate Contract, (3) the likelihood of jurisdictional disputes is minimized, and (4) proper coordination is provided for phased construction.

§ 3.2.14 The Construction Manager shall make recommendations about, and coordinate the ordering and delivery of, materials in support of the schedule, including those that must be ordered in advance of construction.

§ 3.2.15 The Construction Manager shall assist the Owner in selecting, retaining, and coordinating the professional services of surveyors, geotechnical engineers, special consultants, and construction materials testing required for the Project.

§ 3.2.16 The Construction Manager shall provide an analysis of the types and quantities of labor required for the Project and review the availability of appropriate categories of labor required for critical phases. The Construction Manager shall make recommendations for actions designed to minimize adverse effects of labor shortages.

§ 3.2.17 The Construction Manager shall assist the Owner in obtaining information regarding applicable requirements for equal employment opportunity programs, and other programs as may be required by governmental and quasi-governmental authorities for inclusion in the Contract Documents.

§ 3.2.18 Following the Owner's approval of the Drawings and Specifications, the Construction Manager shall update and submit the latest estimate of the Cost of the Work and the Project schedule for the Architect's review and the Owner's approval.

§ 3.2.19 The Construction Manager, in consultation with the Owner, shall develop bidders' interest in the Project and establish bidding schedules. The Construction Manager shall assist the Owner and the Architect with the development of the Bidding Documents, which consist of bidding requirements and proposed Contract Documents. The

Construction Manager, with the assistance of the Architect, shall issue Bidding Documents to bidders and conduct pre-bid conferences with prospective bidders. The Construction Manager shall issue the current Project schedule with each set of Bidding Documents. The Construction Manager shall assist the Architect with regard to questions from bidders and with the issuance of addenda.

§ 3.2.20 The Construction Manager shall submit a list of prospective bidders for the Architect's review and the Owner's approval.

§ 3.2.21 The Construction Manager, with the assistance of the Architect, shall review bids, and prepare bid analyses, and make recommendations to the Owner for the Owner's award of Contracts for Construction or rejection of bids.

§ 3.2.22 The Construction Manager, with the assistance of the Architect, shall assist the Owner in preparing Contracts for Construction. The Construction Manager shall advise the Owner on the acceptability of Subcontractors and material suppliers proposed by Contractors.

§ 3.2.23 The Construction Manager shall assist the Owner in obtaining building permits and special permits for permanent improvements, except for permits required to be obtained directly by the Contractors. The Construction Manager shall verify that the Owner has paid applicable fees and assessments. The Construction Manager shall assist the Owner and Architect in connection with the Owner's responsibility for filing documents required for the approvals of governmental authorities having jurisdiction over the Project.

§ 3.2.24 If the Owner identified a Sustainable Objective in Article 1, the Construction Manager shall fulfill its Preconstruction Phase responsibilities as required in AIA Document E235™–2019, Sustainable Projects Exhibit, Construction Manager as Adviser Edition, attached to this Agreement.

§ 3.3 Construction Phase

§ 3.3.1 The Construction Manager shall provide on-site administration of the Contracts for Construction in cooperation with the Architect as set forth below and in AIA Document A232™–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition. If the Owner and Contractor modify AIA Document A232–2019, those modifications shall not affect the Construction Manager's services under this Agreement unless the Owner and the Construction Manager amend this Agreement.

§ 3.3.2 Subject to Section 4.2 and except as provided in Section 3.3.30, the Construction Manager's responsibility to provide Construction Phase Services commences with the award of the initial Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.3.3 The Construction Manager shall provide a staffing plan to include one or more representatives who shall be in attendance at the Project site whenever the Work is being performed.

§ 3.3.4 The Construction Manager shall provide administrative, management and related services to coordinate scheduled activities and responsibilities of the Contractors with each other and with those of the Construction Manager, the Owner and the Architect. The Construction Manager shall coordinate the activities of the Contractors in accordance with the latest approved Project schedule and the Contract Documents.

§ 3.3.5 The Construction Manager shall review and analyze the construction schedules provided by the Contractors to update the Project schedule, incorporating the activities of the Owner, Architect, and Contractors on the Project, including activity sequences and durations, allocation of labor and materials, processing of Shop Drawings, Product Data and Samples, and delivery and procurement of products, including those that must be ordered in advance of construction. The Project schedule shall include the Owner's occupancy requirements showing portions of the Project having occupancy priority. The Construction Manager shall update and reissue the Project schedule as required to show current conditions. If an update indicates that the previously approved Project schedule may not be met, the Construction Manager shall recommend corrective action to the Owner and Architect.

§ 3.3.6 The Construction Manager shall schedule and conduct meetings to discuss matters such as procedures, progress, coordination, and scheduling of the Work, and to develop solutions to issues identified. The Construction Manager shall prepare and promptly distribute minutes to the Owner, Architect and Contractors.

§ 3.3.7 In accordance with the Contract Documents and the latest approved Project schedule, and utilizing information from the Contractors, the Construction Manager shall review, analyze, schedule and coordinate the overall sequence of construction and assignment of space in areas where the Contractors are performing Work.

§ 3.3.8 The Construction Manager shall coordinate all tests and inspections required by the Contract Documents or governmental authorities, observe the on-site testing and inspections, and arrange for the delivery of test and inspection reports to the Owner and Architect.

§ 3.3.9 The Construction Manager shall endeavor to obtain satisfactory performance from each of the Contractors. The Construction Manager shall recommend courses of action to the Owner when requirements of a Contract are not being fulfilled.

§ 3.3.10 The Construction Manager shall monitor and evaluate actual costs for activities in progress and estimates for uncompleted tasks and advise the Owner and Architect as to variances between actual costs and budgeted or estimated costs. If a Contractor is required to submit a Control Estimate, the Construction Manager shall meet with the Owner and Contractor to review the Control Estimate. The Construction Manager shall promptly notify the Contractor if there are any inconsistencies or inaccuracies in the information presented. The Construction Manager shall also report the Contractor's cost control information to the Owner.

§ 3.3.11 The Construction Manager shall develop cash flow reports and forecasts for the Project and include them in the Construction Manager's progress reports.

§ 3.3.12 The Construction Manager shall maintain accounting records on authorized Work performed under unit costs, additional Work performed on the basis of actual costs of labor and materials, and other Work requiring accounting records.

§ 3.3.12.1 The Construction Manager shall develop and implement procedures for the review and processing of Applications for Payment by Contractors for progress and final payments.

§ 3.3.12.2 Not more frequently than monthly, the Construction Manager shall review and certify the amounts due the respective Contractors as follows:

- .1 Where there is only one Contractor responsible for performing the Work, the Construction Manager shall, within seven days after the Construction Manager receives the Contractor's Application for Payment, review the Application, certify the amount the Construction Manager determines is due the Contractor, and forward the Contractor's Application and Certificate for Payment to the Architect.
- .2 Where there is more than one Contractor responsible for performing different portions of the Project, the Construction Manager shall, within seven days after the Construction Manager receives each Contractor's Application for Payment: (1) review the Applications and certify the amount the Construction Manager determines is due each Contractor; (2) prepare a Summary of Contractors' Applications for Payment by summarizing information from each Contractor's Application for Payment; (3) prepare a Project Application and Certificate for Payment; (4) certify the total amount the Construction Manager determines is due all Contractors collectively; and (5) forward the Summary of Contractors' Applications for Payment and Project Application and Certificate for Payment to the Architect.

§ 3.3.12.3 The Construction Manager's certification for payment shall constitute a representation to the Owner, based on the Construction Manager's evaluations of the Work and on the data comprising the Contractors' Applications for Payment, that, to the best of the Construction Manager's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractors are entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion; (2) results of subsequent tests and inspections; (3) correction of minor deviations from the Contract Documents prior to completion; and (4) specific qualifications expressed by the Construction Manager. The issuance of a Certificate for Payment shall further constitute a recommendation to the Architect and Owner that the Contractor be paid the amount certified.

§ 3.3.12.4 The certification of an Application for Payment or a Project Application for Payment by the Construction Manager shall not be a representation that the Construction Manager has (1) made exhaustive or continuous on-site

inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, procedures, or sequences for a Contractor's own Work; (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate each Contractor's right to payment; or (4) ascertained how or for what purpose that Contractor has used money previously paid on account of the Contract Sum.

§ 3.3.13 The Construction Manager shall obtain and review the safety programs developed by each Contractor solely and exclusively for purposes of coordinating the safety programs with those of the other Contractors and for making recommendations for any additional safety measures to be considered in the Work of the Contractors. The Construction Manager's responsibilities for coordination of safety programs shall not extend to direct control over or charge of the acts or omissions of the Contractors, Subcontractors, agents or employees of the Contractors or Subcontractors, or any other persons performing portions of the Work and not directly employed by the Construction Manager.

§ 3.3.14 The Construction Manager shall determine in general that the Work of each Contractor is being performed in accordance with the requirements of the Contract Documents and notify the Owner, Contractor and Architect of defects and deficiencies in the Work. The Construction Manager shall have the authority to reject Work that does not conform to the Contract Documents and shall notify the Architect about the rejection. The failure of the Construction Manager to reject Work shall not constitute acceptance of the Work. The Construction Manager shall record any rejection of Work in its daily log and include information regarding the rejected Work in its progress reports to the Architect and Owner pursuant to Section 3.3.22.1. Upon written authorization from the Owner, the Construction Manager may require and make arrangements for additional inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed, and the Construction Manager shall give timely notice to the Architect of when and where the tests and inspections are to be made so that the Architect may be present for such procedures.

§ 3.3.15 The Construction Manager shall advise and consult with the Owner and Architect during the performance of its Construction Phase Services. The Construction Manager shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Construction Manager shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work of each of the Contractors, since these are solely the Contractor's rights and responsibilities under the Contract Documents. The Construction Manager shall not be responsible for a Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Construction Manager shall be responsible for the Construction Manager's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractors, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

§ 3.3.16 The Construction Manager shall transmit to the Architect requests for interpretations, and requests for information of the meaning and intent of the Drawings and Specifications, and provide its written recommendation. The Construction Manager shall assist in the resolution of questions that may arise.

§ 3.3.17 The Construction Manager shall review requests for changes, assist in negotiating Contractors' proposals, submit recommendations to the Architect and Owner, and, if the proposed changes are accepted or required by the Owner, prepare Change Orders or Construction Change Directives that incorporate the Architect's modifications to the Contract Documents.

§ 3.3.18 The Construction Manager shall assist the Initial Decision Maker in the review, evaluation and documentation of Claims, subject to Section 4.2.2.7.

§ 3.3.19 Utilizing the submittal schedules provided by each Contractor, the Construction Manager shall prepare, and revise as necessary, a Project submittal schedule incorporating information from the Owner, Owner's consultants, Owner's Separate Contractors and vendors, governmental agencies, and participants in the Project under the management of the Construction Manager. The Project submittal schedule and any revisions shall be submitted to the Architect for approval.

§ 3.3.20 The Construction Manager shall promptly review all Shop Drawings, Product Data, Samples, and other submittals from the Contractors for compliance with the submittal requirements of the Contract, coordinate submittals

with information contained in related documents, and transmit to the Architect those that the Construction Manager recommends for approval. The Construction Manager's actions shall be taken in accordance with the Project submittal schedule approved by the Architect, or in the absence of an approved Project submittal schedule, with such reasonable promptness as to cause no delay in the Work or in the activities of the Contractors, the Owner, or the Architect.

§ 3.3.20.1 If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Contractors by the Contract Documents, the Construction Manager shall review those submittals for sequencing, constructability, and coordination impacts on the other Contractors. The Construction Manager shall discuss its findings with the Owner and the Architect, and coordinate resolution, as necessary, of any such impacts.

§ 3.3.21 The Construction Manager shall keep a daily log containing a record of weather, each Contractor's Work on the site, number of workers, identification of equipment, Work accomplished, problems encountered, and other similar relevant data as the Owner may require.

§ 3.3.21.1 The Construction Manager shall collect, review for accuracy, and compile the Contractors' daily logs; and include them in the Construction Manager's reports prepared and submitted in accordance with section 3.3.21.2.

§ 3.3.21.2 The Construction Manager shall record the progress of the Project. On a monthly basis, or otherwise as agreed to by the Owner, the Construction Manager shall submit written progress reports to the Owner and Architect, showing percentages of completion and other information identified below:

- .1 Work completed for the period;
- .2 Project schedule status;
- .3 Submittal schedule and status report, including a summary of remaining and outstanding submittals;
- .4 Request for information, Change Order, and Construction Change Directive status reports;
- .5 Tests and inspection reports;
- .6 Status report of nonconforming and rejected Work;
- .7 Daily logs;
- .8 Summary of all Contractors' Applications for Payment;
- .9 Cumulative total of the Cost of the Work to date including the Construction Manager's compensation and reimbursable expenses at the job site, if any;
- .10 Cash-flow and forecast reports;
- .11 Photographs to document the progress of the Project;
- .12 Status reports on permits and approvals of authorities having jurisdiction; and
- .13 Any other items the Owner may require:

§ 3.3.21.3 In addition, for Projects constructed on the basis of the Cost of the Work, the Construction Manager shall include the following additional information in its progress reports:

- .1 Contractors' work force reports;
- .2 Equipment utilization report;
- .3 Cost summary, comparing actual costs to updated cost estimates; and
- .4 Any other items as the Owner may require:

§ 3.3.22 Utilizing the documents provided by the Contractors, the Construction Manager shall make available, at the Project site, the Contract Documents, including Change Orders, Construction Change Directives, and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and the approved Shop Drawings, Product Data, Samples, and similar required submittals. These shall be in electronic form or paper copy, available to the Owner, Architect, and Contractors. Upon completion of the Project, the Construction Manager shall deliver them to the Owner.

§ 3.3.23 The Construction Manager shall arrange for the delivery, storage, protection and security of Owner-purchased materials, systems and equipment that are a part of the Project until such items are incorporated into the Work.

§ 3.3.24 With the Owner's maintenance personnel, the Construction Manager shall observe the Contractors' final testing and start-up of utilities, operational systems and equipment and observe any commissioning as the Contract Documents may require.

§ 3.3.25 When the Construction Manager considers each Contractor's Work or a designated portion thereof substantially complete, the Construction Manager shall, jointly with that Contractor, prepare for the Architect a list of incomplete or unsatisfactory items and a schedule for their completion. The Construction Manager shall assist the Architect in conducting inspections to determine whether the Work or designated portion thereof is substantially complete.

§ 3.3.26 When the Work of all of the Contractors, or designated portion thereof, is substantially complete, the Construction Manager shall prepare, and the Construction Manager and Architect shall execute, a Certificate of Substantial Completion. The Construction Manager shall submit the executed Certificate to the Owner and Contractors. The Construction Manager shall coordinate the correction and completion of the Work. Following issuance of a Certificate of Substantial Completion of the Work or a designated portion thereof, the Construction Manager shall perform an inspection to confirm the completion of the Work of the Contractors and make recommendations to the Architect when the Work of all of the Contractors is ready for final inspection. The Construction Manager shall assist the Architect in conducting the final inspection.

§ 3.3.27 The Construction Manager shall forward to the Owner, with a copy to the Architect, the following information received from the Contractors: (1) certificates of insurance ; (2) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (3) affidavits, receipts, releases and waivers of liens or bonds indemnifying the Owner against liens; and (4) any other documentation required of the Contractors under the Contract Documents, including warranties and similar submittals.

§ 3.3.28 The Construction Manager shall coordinate receipt, and delivery to the Owner, of other items provided by the Contractors, such as keys, manuals, and record drawings. The Construction Manager shall forward to the Architect a final Project Application for Payment and Project Certificate for Payment, or a final Application for Payment and final Certificate for Payment, upon the Contractors' compliance with the requirements of the Contract Documents.

§ 3.3.29 Duties, responsibilities and limitations of authority of the Construction Manager as set forth in the Contract Documents shall not be restricted, modified or extended without written consent of the Owner, Construction Manager, Architect, and Contractors. Consent shall not be unreasonably withheld.

§ 3.3.30 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Construction Manager shall, without additional compensation, conduct a meeting with the Owner and Architect to review the facility operations and performance.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Construction Manager shall provide the listed Supplemental Services only if specifically designated in the table below as the Construction Manager's responsibility, and the Owner shall compensate the Construction Manager as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Construction Manager is designated, the parties agree that the listed Supplemental Service is not being provided for the Project. *(Designate the Construction Manager's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Construction Manager or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)*

Supplemental Services	Responsibility <i>(Construction Manager, Owner or not provided)</i>
§ 4.1.1.1 Measured drawings	Owner
§ 4.1.1.2 Tenant-related services	Not provided
§ 4.1.1.3 Commissioning	Owner

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§ 4.1.1.4	Development of a commissioning plan	Owner
§ 4.1.1.5	Sustainable Project Services pursuant to Section 4.1.3	Owner
§ 4.1.1.6	Furniture, furnishings and equipment delivery, and installation coordination	Owner
§ 4.1.1.7	Furniture, furnishings and equipment procurement assistance	Owner
§ 4.1.1.8	Assistance with site selection	Not provided
§ 4.1.1.9	Assistance with selection of the Architect	Not provided
§ 4.1.1.10	Furnish land survey	Owner
§ 4.1.1.11	Furnish geotechnical engineering services	Owner
§ 4.1.1.12	Provide insurance advice	Owner
§ 4.1.1.13	Provide supplemental Project risk analysis and mitigation strategies	Owner
§ 4.1.1.14	Stakeholder relationships management	Owner
§ 4.1.1.15	Owner moving coordination	Owner
§ 4.1.1.16	Coordination of Owner's Separate Contractors	Construction Manager
§ 4.1.1.17	Other Supplemental Services	NA

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Construction Manager's responsibility is provided below.

(Describe in detail the Construction Manager's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Construction Manager shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E235™–2019, Sustainable Projects Exhibit, Construction Manager as Adviser Edition, attached to this Agreement. The Owner shall compensate the Construction Manager as provided in Section 11.2.

§ 4.2 Construction Manager's Additional Services

§ 4.2.1 The Construction Manager may provide Additional Services after execution of this Agreement, without invalidating this Agreement. Except for services required due to the fault of the Construction Manager, any Additional Services provided in accordance with this Section 4.2 shall entitle the Construction Manager to compensation pursuant to Section 11.3.

§ 4.2.2 Upon recognizing the need to perform the following Additional Services, the Construction Manager shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Construction Manager shall not proceed to provide the following Additional Services until the Construction Manager receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method, or bid packages in addition to those listed in Section 1.1.6. Services necessitated by sections 6.4 and 6.6 shall not be considered additional services;
- .2 Services necessitated by the enactment or revision of codes, laws, regulations or official interpretations after the date of this Agreement;

- .3 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's other consultants or contractors;
- .4 Preparation of documentation for alternate bid or proposal requests proposed by the Owner;
- .5 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .6 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Construction Manager is party thereto;
- .7 Consultation concerning replacement of Work resulting from fire or other cause during construction and furnishing services required in connection with the replacement of such Work; or
- .8 Assistance to the Initial Decision Maker.

§ 4.2.3 To avoid delay in the Construction Phase, the Construction Manager shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Construction Manager's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Construction Manager of the Owner's determination. The Owner shall compensate the Construction Manager for the services provided prior to the Construction Manager's receipt of the Owner's notice:

- .1 Providing assistance to the Initial Decision Maker in evaluating an extensive number of Claims submitted by a Contractor or others in connection with the Work.
- .2 Services required in an emergency to coordinate the activities of a Contractor or Contractors in the event of risk of personal injury or serious property damage, consistent with Section 3.3.15.

§ 4.2.4 Except for services required under Section 3.3.30, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work, or (2) the anticipated date of Substantial Completion identified in the Initial Information, whichever is earlier, shall be compensated as Additional Services to the extent the Construction Manager incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within () months of the date of this Agreement, through no fault of the Construction Manager, extension of the Construction Manager's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria; special equipment; systems; and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Construction Manager and Architect. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner acknowledges that accelerated, phased, or fast-track design and construction provides a benefit, but also carries with it the risk of additional costs. If the Owner selects accelerated, phased or fast-track scheduling, the Owner agrees to include in the budget for the Project sufficient contingencies to cover such costs.

§ 5.4 The Owner shall retain an Architect to provide services, duties and responsibilities as described in AIA Document B132–2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition. The Owner shall provide the Construction Manager with a copy of the scope of services in the agreement executed between the Owner and Architect, and any further modifications to the Architect's scope of services in the agreement.

§ 5.5 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions pertaining to documents the Construction Manager submits in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Construction Manager's services.

§ 5.6 Unless provided by the Construction Manager, the Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries, and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.7 Unless provided by the Construction Manager, the Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.8 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.9 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E235™–2019, Sustainable Projects Exhibit, Construction Manager as Adviser Edition, attached to this Agreement.

§ 5.10 The Owner shall coordinate the services of its own consultants with those services provided by the Construction Manager. Upon the Construction Manager's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Construction Manager in this Agreement, or authorize the Construction Manager to furnish them as an Additional Service, when the Construction Manager requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.11 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.12 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.13 The Owner shall provide prompt written notice to the Construction Manager and Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service or any fault or defect in the Construction Manager's services.

§ 5.14 The Owner reserves the right to perform construction and operations related to the Project with the Owner's own forces, and to award contracts in connection with the Project which are not part of the Construction Manager's responsibilities under this Agreement. The Construction Manager shall notify the Owner if any such independent action will interfere with the Construction Manager's ability to perform the Construction Manager's responsibilities under this Agreement. When performing construction or operations related to the Project, the Owner agrees to be subject to the same obligations and to have the same rights as the Contractors.

§ 5.15 The Owner shall communicate with the Contractors and the Construction Manager's consultants through the Construction Manager about matters arising out of or relating to the Contract Documents. The Owner and Construction Manager shall include the Architect in all communications that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Construction Manager otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.16 Before executing the Contracts for Construction, the Owner shall coordinate the Construction Manager's duties and responsibilities set forth in the Contracts for Construction with the Construction Manager's services set forth in this Agreement. The Owner shall provide the Construction Manager a copy of the executed agreements between the Owner and Contractors, including the General Conditions of the Contracts for Construction.

§ 5.17 The Owner shall provide the Construction Manager access to the Project site prior to commencement of the Work and shall obligate the Contractors to provide the Construction Manager access to the Work wherever it is in preparation or progress.

§ 5.18 Within 15 days after receipt of a written request from the Construction Manager, the Owner shall furnish the requested information as necessary and relevant for the Construction Manager to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include the Contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work includes the compensation of the Construction Manager and Construction Manager's Consultants during the Construction Phase only, including compensation for reimbursable expenses at the job site, if any. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2 and 6.4. Evaluations of the Owner's budget for the Cost of the Work, and the estimates of the Cost of the Work prepared by the Construction Manager, represent the Construction Manager's judgment as a person or entity familiar with the construction industry. It is recognized, however, that neither the Construction Manager nor the Owner has control over the cost of labor, materials; or equipment; the Contractors' methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Construction Manager cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Construction Manager.

§ 6.3 If the Architect is providing cost estimating services as a Supplemental Service, and a discrepancy exists between the Construction Manager's cost estimates and the Architect's cost estimates, the Construction Manager and the Architect shall work together to reconcile the cost estimates.

§ 6.4 If the Construction Manager's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Construction Manager, in consultation with the Architect, shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Construction Manager and Architect in making such adjustments.

§ 6.5 If the Construction Manager's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 terminate in accordance with Section 9.5;
- .3 in consultation with the Construction Manager and Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .4 implement any other mutually acceptable alternative.

§ 6.6 If the Owner chooses to revise the Project program, scope, or quality to reduce the Cost of the Work pursuant to Section 6.5.3, or if the bids or proposals received from the prospective Contractors, in the aggregate, exceed the Owner's budget for the Cost of the Work, and the Owner chooses to revise the Project program, scope, or quality to reduce the Cost of the Work, the Construction Manager shall cooperate with the Owner and Architect to develop the necessary revisions, update the cost estimate, and obtain additional bids. The Construction Manager will perform the services described in Sections 6.4 and 6.6 without additional compensation.

ARTICLE 7 COPYRIGHTS AND LICENSES

The Construction Manager and the Construction Manager's consultants, if any, shall not own or claim a copyright in the Instruments of Service. The Construction Manager, the Construction Manager's consultants, if any, and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright

owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Construction Manager shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Construction Manager waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Construction Manager waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A232–2019, General Conditions of the Contract for Construction. The Owner or the Construction Manager, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Construction Manager shall indemnify and hold the Owner and the Owner's officers and employees harmless from and against damages, losses and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent acts or omissions of the Construction Manager, its employees and its consultants in the performance of professional services under this Agreement. The Construction Manager's obligation to indemnify and hold the Owner and the Owner's officers and employees harmless does not include a duty to defend. The Construction Manager's duty to indemnify the Owner under this Section 8.1.3 shall be limited to the available proceeds of the insurance coverage required by this Agreement.

§ 8.1.4 The Construction Manager and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Construction Manager's services, the Construction Manager may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Construction Manager shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

(Check the appropriate box.)

Init.

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- [☒] Arbitration pursuant to Section 8.3 of this Agreement
- [☐] Litigation in a court of competent jurisdiction
- [☐] Other: *(Specify)*

If the Owner and Construction Manager do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

§ 8.3 Arbitration

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.4 Consolidation or Joinder

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Construction Manager grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Construction Manager under this Agreement.

§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Construction Manager in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Construction Manager's option, cause for suspension of performance of services under this Agreement. If the Construction Manager elects to suspend services, the Construction Manager shall give seven days' written notice to the Owner before suspending

services. In the event of a suspension of services, the Construction Manager shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Construction Manager all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Construction Manager's services. The Construction Manager's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Construction Manager shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Construction Manager shall be compensated for expenses incurred in the interruption and resumption of the Construction Manager's services. The Construction Manager's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Construction Manager, the Construction Manager may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Construction Manager for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Construction Manager terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Construction Manager for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Construction Manager's termination of consultant agreements.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Construction Manager terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Construction Manager the following termination fee:
(Set forth below the amount of any termination fee, or the method for determining any termination fee.)

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A232–2019, General Conditions of the Contract for Construction, except for purposes of this Agreement, the term "Work" shall include the work of all Contractors under the administration of the Construction Manager and the Architect.

§ 10.3 The Owner and Construction Manager, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Construction Manager shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Construction Manager by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Construction Manager to execute certificates, the proposed language of such certificates shall be submitted to the Construction Manager for review at least 14 days prior to the requested dates of execution. If the Owner requests the Construction Manager to execute consents reasonably required to facilitate assignment to a lender, the Construction Manager shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Construction Manager for review at least 14 days prior

to execution. The Construction Manager shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Construction Manager.

§ 10.6 Unless otherwise required in this Agreement, the Construction Manager shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Construction Manager shall have the right to include photographic or artistic representations of the design of the Project among the Construction Manager's promotional and professional materials. The Construction Manager shall provide professional credit for the Architect and the Contractors in the Construction Manager's promotional materials for the Project. The Construction Manager shall be given reasonable access to the completed Project to make such representations. However, the Construction Manager's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Construction Manager in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Construction Manager in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Construction Manager or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

ARTICLE 11 COMPENSATION

§ 11.1 For the Construction Manager's Basic Services described under Article 3, the Owner shall compensate the Construction Manager as follows:

§ 11.1.1 For Preconstruction Phase Services in Section 3.2:

(Insert amount of, or basis for, compensation, including stipulated sums, multiples or percentages.)

\$5,000 (Five Thousand Dollars and No Cents)

§ 11.1.2 For Construction Phase Services in Section 3.3:

(Insert amount of, or basis for, compensation, including stipulated sums, multiples or percentages.)

3% (Three Percent) of total construction costs (\$121,766) plus, General Conditions and Reimbursable construction expenses estimated at \$595,805

§ 11.2 For the Construction Manager's Supplemental Services designated in Section 4.1.1, and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Construction Manager as follows:

(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

NA

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Construction Manager as follows:

(Insert amount of, or basis for, compensation.)

Cost Plus 3% fee and insurance

§ 11.4 Compensation for Supplemental and Additional Services of the Construction Manager's consultants when not included in Sections 11.2 or 11.3, shall be the amount invoiced to the Construction Manager plus Three percent (3 %), or as follows:

(Insert amount of, or basis for computing, Construction Manager's consultants' compensation for Supplemental or Additional Services.)

§ 11.5 The hourly billing rates for services of the Construction Manager and the Construction Manager's consultants are set forth below. The rates shall be adjusted in accordance with the Construction Manager's and Construction Manager's consultants' normal review practices.

(If applicable, attach an exhibit of hourly billing rates or insert them below.)

Employee or Category	Rate (\$0.00)
Superintendent	\$110
General Superintendent/Safety Director	\$135
Project Manager	\$130
Project Engineer	\$80
Project Coordinator	\$65
Project Close-Out Coordinator	\$65

§ 11.6 Compensation for Reimbursable Expenses

§ 11.6.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Construction Manager and the Construction Manager's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Professional photography, and presentation materials requested by the Owner;
- .8 If required by the Owner, and with the Owner's prior written approval, the Construction Manager's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Construction Manager's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses; and
- .11 Other similar Project-related expenditures.

§ 11.6.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Construction Manager and the Construction Manager's consultants plus Three percent (3 %) of the expenses incurred.

§ 11.7 Construction Manager's Insurance. If the types and limits of coverage required in Section 2.8 are in addition to the types and limits the Construction Manager normally maintains, the Owner shall pay the Construction Manager for the additional costs incurred by the Construction Manager for the additional coverages as set forth below.
(Insert the additional coverages the Construction Manager is required to obtain in order to satisfy the requirements set forth in Section 2.8, and for which the Owner shall reimburse the Construction Manager.)

§ 11.8 Payments to the Construction Manager

§ 11.8.1 Initial Payment

§ 11.8.1.1 An initial payment of Zero (\$ 0) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.8.2 Progress Payments

§ 11.8.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Construction Manager's invoice. Amounts unpaid Thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Construction Manager.
(Insert rate of monthly or annual interest agreed upon.)

Prime plus 1% %

§ 11.8.2.2 The Owner shall not withhold amounts from the Construction Manager's compensation to impose a penalty or liquidated damages on the Construction Manager, or to offset sums requested by or paid to Contractors for the cost of changes in the Work, unless the Construction Manager agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.8.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:
(Include other terms and conditions applicable to this Agreement.)

NA

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Construction Manager and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Construction Manager.

§ 13.2 This Agreement is comprised of the following documents identified below:

- .1 AIA Document C132™-2019, Standard Form Agreement Between Owner and Construction Manager as Adviser
- .2 Building Information Modeling Exhibit, if completed:

NA

- .3 Exhibits:
(Check the appropriate box for any exhibits incorporated into this Agreement.)

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

[] Other Exhibits incorporated into this Agreement:
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits identified in Section 4.1.2.)

- 4 Other documents:
(List other documents, if any, forming part of the Agreement.)

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

OWNER (Signature)

(Printed name and title)

CONSTRUCTION MANAGER (Signature)

(Printed name and title)

Additions and Deletions Report for

AIA® Document C132® – 2019

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

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 15:05:36 ET on 05/16/2025.

PAGE 1

AGREEMENT made as of the 23rd day of April in the year 2025

...

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

...

Hansen Company
5665 Greendale Rd.
Johnston, IA 50131

...

Linnan Park

...

Smith Group
Veenstra & Kimm
Ask Studios

PAGE 2

Modifications to Linnan Park to create the following:

- New playground
- New sprayground
- New open-air shelter and restroom building
- Two smaller open-air shelters
- New basketball court
- New location for existing futsal courts
- Above ground stormwater infrastructure
- Underground utilities

PAGE 3

\$5,500,000

...

June 1, 2025

...

May 30, 2026

...

Competitive Bid

...

Richard Brown
City of Clive
PAGE 4

Playground Equipment

...

Andrew Bell
5665 Greendale Rd.
Johnston, IA 50131
PAGE 5

NA

...

NA
PAGE 6

§ 2.8.1 Commercial General Liability with policy limits of not less than One Million Dollars (\$ 1,000,000) for each occurrence and Two Million Dollars (\$ 2,000,000) in the aggregate for bodily injury and property damage.

§ 2.8.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Construction Manager with policy limits of not less than One Million Dollars (\$ 1,000,000) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

...

§ 2.8.4 Workers' Compensation at statutory limits and Employers Liability with policy limits not less than One Million Dollars (\$ 1,000,000) each accident, One Million Dollars (\$ 1,000,000) each employee, and One Million Dollars (\$ 1,000,000) policy limit.

§ 2.8.5 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than Two Million Dollars (\$ 2,000,000) per claim and Two Million Dollars (\$ 2,000,000) in the aggregate.

PAGE 13

§ 4.1.1.1	Measured drawings	<u>Owner</u>
§ 4.1.1.2	Tenant-related services	<u>Not provided</u>
§ 4.1.1.3	Commissioning	<u>Owner</u>
§ 4.1.1.4	Development of a commissioning plan	<u>Owner</u>
§ 4.1.1.5	Sustainable Project Services pursuant to Section 4.1.3	<u>Owner</u>
§ 4.1.1.6	Furniture, furnishings and equipment delivery, and installation coordination	<u>Owner</u>
§ 4.1.1.7	Furniture, furnishings and equipment procurement assistance	<u>Owner</u>

§ 4.1.1.8	Assistance with site selection	<u>Not provided</u>
§ 4.1.1.9	Assistance with selection of the Architect	<u>Not provided</u>
§ 4.1.1.10	Furnish land survey	<u>Owner</u>
§ 4.1.1.11	Furnish geotechnical engineering services	<u>Owner</u>
§ 4.1.1.12	Provide insurance advice	<u>Owner</u>
§ 4.1.1.13	Provide supplemental Project risk analysis and mitigation strategies	<u>Owner</u>
§ 4.1.1.14	Stakeholder relationships management	<u>Owner</u>
§ 4.1.1.15	Owner moving coordination	<u>Owner</u>
§ 4.1.1.16	Coordination of Owner's Separate Contractors	<u>Construction Manager</u>
§ 4.1.1.17	Other Supplemental Services	<u>NA</u>

PAGE 19

[X] Arbitration pursuant to Section 8.3 of this Agreement

PAGE 21

\$5,000 (Five Thousand Dollars and No Cents)

...

3% (Three Percent) of total construction costs (\$121,766) plus, General Conditions and Reimbursable construction expenses estimated at \$595,805

PAGE 22

NA

...

Cost Plus 3% fee and insurance

§ 11.4 Compensation for Supplemental and Additional Services of the Construction Manager's consultants when not included in Sections 11.2 or 11.3, shall be the amount invoiced to the Construction Manager plus Three percent (3 %), or as follows:

...

<u>Superintendent</u>	<u>\$110</u>
<u>General Superintendent/Safety Director</u>	<u>\$135</u>
<u>Project Manager</u>	<u>\$130</u>
<u>Project Engineer</u>	<u>\$80</u>
<u>Project Coordinator</u>	<u>\$65</u>
<u>Project Close-Out Coordinator</u>	<u>\$65</u>

...

§ 11.6.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Construction Manager and the Construction Manager's consultants plus Three percent (3 %) of the expenses incurred.

PAGE 23

§ 11.8.1.1 An initial payment of Zero (\$ 0) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

...

§ 11.8.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Construction Manager's invoice. Amounts unpaid Thirty (30)

) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Construction Manager.

...

Prime plus 1% %

...

NA

...

NA

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Tony Garcia, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 15:05:36 ET on 05/16/2025 under Order No. 4104244801 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document C132™ – 2019, Standard Form of Agreement Between Owner and Construction Manager as Adviser, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)

RESOLUTION NO. _____

RESOLUTION APPROVING CONTRACT WITH HANSEN CONSTRUCTION FOR
CONSTRUCTION MANAGER AS AGENT FOR CONSTRUCTION SERVICES FOR
LINNAN PARK PROJECT

WHEREAS, the City intends to construct park improvements on the site of Linnan Park known as the Linnan Park Project ("Project") on the site; and

WHEREAS, the City desires to engage with a consultant to provide owners representative services for the Project; and

WHEREAS, following a Request for Proposals (RFP) process the City desires to work with Hansen Construction for these consultant services; and

WHEREAS, the City wishes to proceed with a Construction Manager as Agent contract for the Linnan Park Project; and

WHEREAS, Hansen's proposed fee is 3.0% of the construction bids plus direct staff costs for construction phase services and direct costs for general conditions for a total contract amount of \$717,571.00; 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 Hansen Construction for Construction Services for the Linnan Park Project in the amount of \$717,571.00.

PASSED AND APPROVED this 22nd day of May, 2025.

By: _____
John Edwards, Mayor

ATTTEST:

By: _____
Matthew Graham, City Clerk



Memo

TO: Mayor and Council members

FROM:

DATE: May 22, 2025

RE: Site Plan Amendment - Weissenburger Investment and Financial Planning - 16400 Sheridan Ave

SYNOPSIS:

The Weissenburger Investment and Financial Planning office located at the corner of Berkshire Parkway and Sheridan Avenue is requesting approval of a site plan amendment for an office addition to their current building.

The proposed addition includes 1,035 square feet of office space as well as 221 square feet of patio space extending from the north facade of the building. The addition proposes to use face brick and cut stone to replicate the existing building architecture and minor landscaping updates are proposed to maintain the site's compliance. The required open space for the site is 25% and the proposed amendment maintains 39% open space.

No additional parking, utility, or storm water management updates are necessary with the proposed amendment.

Notice was sent to the surrounding property owners within 310-feet of the subject site on April 23, 2025. To date, staff has received general inquiries, but nothing in writing has been submitted.

The site plan amendment was brought before the Planning and Zoning Commission on May 6, 2025, and the motion to approve carried with a 5-0 vote in favor of the amendment. No concerns were expressed by the Commission.

Staff recommends approval of the site plan amendment; there are no outstanding staff comments.

Attachments:

1. Weissenburger Staff Report and Notice
2. Site Plan and Architectural Drawings_Weissenburger



Staff Report

TO: Planning and Zoning Commission members

FROM:

Kathryn Purvis, Planner

DATE: May 6, 2025

RE: Site Plan Amendment - Weissenburger Investment and Financial
Planning - 16400 Sheridan Ave

GENERAL INFORMATION

Applicant: Doug Richards Construction, LLC on behalf of Weissenburger Real Estate, LLC

Requested Action: Approval of a Site Plan Amendment

Location: 16400 Sheridan Avenue

Berkshire Commons Office Park Plat 1, Lot 15

LAND USES & ZONING			
Location	Existing Land Use	Land Use Plan Designation	Current Zoning
Subject Property	Professional Office	Commercial - Employment	C-3 Office Park Commercial District
North	Childcare and Medical Office	Commercial - Employment	C-3 Office Park Commercial District
East	Undeveloped	Commercial - Employment	C-3 Office Park Commercial District
South	Dental Office	Commercial - Employment	C-3 Office Park Commercial District
West	Undeveloped	Commercial - Employment	C-3 Office Park Commercial District

CASE HISTORY

1994- property annexed into Clive, zoned R-1

1998- Comprehensive Plan identified residential apartment and townhome future land use

2000- Northern Neighborhoods Phase 1 Plan identified commercial office future land use
2001- property rezoned to C-3 Planned Office Park; Development Plan and Final Plat approved
2007- Weissenburger office constructed
2025- Berkshire Commons Office Park covenants amendment to increase allowed building size

BACKGROUND

The property is located at the southeast corner of Berkshire Parkway and Sheridan Avenue, and contains approximately 0.547 Acres. This property is Lot 15 of the Berkshire Commons Office Park Plat 1 originally platted in 2001. The Weissenburger office building was constructed in 2007 as a single-story office building approximately 4,487 square feet in size. The property has remained under the same ownership and use since its construction. On April 10, 2025, City Council approved the Second Amendment to the Second Amended Declaration of Easements, Restrictions and Covenants for Berkshire Commons Office Park to increase the maximum building square footage on Lot 15 from 4,500 to 6,000 square feet.

The owners are requesting a site plan amendment to construct an office addition.

ANALYSIS

Building Design & Site Lighting

The proposed addition would add 1,035 square feet of office space to the north of the existing office, increasing the overall building square footage to 5,522 square feet. Additionally, the proposal includes a patio space approximately 221 square feet in size at the northwest corner of the building. The addition proposes to use face brick and cut stone to replicate the existing building for a seamless extension of the facades visible to the north, east, and west. The patio includes the use of a protective guardrail 42" in height.

Site Layout & Circulation

The property included excess parking at the time it was constructed, providing 17 stalls instead of the required 14. Based on the current parking requirements, the addition would require the property to have 17 parking stalls, keeping the site in compliance. No additional parking stalls are proposed with the Site plan amendment.

Access to the site is provided off of Sheridan Avenue with a shared access drive that outlets to Holcomb Court to the south. No additional access or egress is required to be provided at this time. No additional sidewalk connections are required. One exterior door is proposed within the building addition to maintain exiting requirements, located on the east facade.

Landscaping & Stormwater Management

Minor landscaping, including some ground spirea and one additional tree, is proposed along the new northern facade and patio space. No existing trees require removal to support the building addition. All other landscaping on the site will remain and is in good condition. The site will remain in compliance with 39% open space provided and 25% required for the C-3 district.

No additional stormwater management requirements are necessary with the minor update to the site, nor are there items of concern to correct with this amendment.

Utilities

All utilities exist on site and the addition will not require relocation of any existing transformers or lighting. Minor adjustments to water and sanitary services will be addressed through the building permit review, but no exterior modifications to utilities are expected.

PUBLIC COMMENT

Notice was sent to the surrounding property owners within 310-feet of the subject site on April 23, 2025. To date, staff has received general inquiries, but nothing in writing has been submitted.

STAFF RECOMMENDATION

Staff recommends approval of the site plan amendment; there are no outstanding staff comments.

Attachments:

1. Planning - Development Review Application
2. Notice Letter and Mail List
3. Site Plan Amendment
4. Architectural Elevations



City of Clive

1900 NW 114th Street

Clive, IA 50325-7077

Phone (515) 223-6221

www.cityofclive.com

APPLICATION FOR DEVELOPMENT REVIEW

PERMIT

STP25-000006 Site Plan Amendment

PROJECT LOCATION

16400 Sheridan Avenue

PROJECT DESCRIPTION

APPLICANT

Doug Richards

6419 NW 52nd Ct

Johnston, IA 50131

(515) 253-0393

richards.doug@mchsi.com

DEVELOPER

Weissenburger Real Estate, LLC

16400 Sheridan Ave

Clive, IA 50325

(515) 978-2082

ENGINEER

Associated Engineering Company of Iowa

Vic Piagentini

1520 NW Irvinedale Drive, Suite 102

Ankeny, IA 50023

(515) 255-3156

vicp@aecofiowa.com

APPLICATION DATE

03/18/2025

PROJECT NAME

Weissenburger Office Addition

PROPERTY OWNER

Weissenburger Real Estate, LLC

16400 Sheridan Ave

Clive, IA 50325

(515) 978-2082

PROJECT MANAGER

Doug Richards Construction, Inc

Doug Richards

6419 NW 52nd Ct

Johnston, IA 50131

(515) 253-0393

richards.doug@mchsi.com

ARCHITECT

Imprint Architects

Karl Chambers

617 SW 3rd Street, Suite 108

Ankeny, IA 50023

(515) 965-5336

karl@imprintarchitects.com

MEETING DATES

PLANNING & ZONING COMMISSION

05/06/2025

CITY COUNCIL

05/22/2025



April 23, 2025

Re: 16400 SHERIDAN AVE - Weissenburger Office Addition

Dear Property Owner:

Doug Richards has submitted a Site Plan Amendment to the City of Clive for an addition to the Weissenburger Investments and Financial Planning office building located at 16400 Sheridan Avenue.

The Clive Planning and Zoning Commission will tentatively receive public input on this application during their meeting at 5:30 p.m., May 06, 2025. You may attend this meeting in person in the Public Safety Facility Training Room, 8800 Hickman Road, Clive, IA 50325, or virtually via Zoom. Zoom Meeting ID and call-in number will be published on the agenda for the meeting. Meeting agendas are available on the City's website at http://www.cityofclive.com/connect/boards_and_commissions/

As a neighboring property owner, you are being notified and invited to present your views concerning this application, either verbally by virtually attending the meeting, or in writing. Written comments must be received by the City prior to the Planning and Zoning Commission meeting. Written comments should be addressed to the City of Clive, City Planner, 1900 NW 114th Street, Clive, IA 50325 or by email at the address below.

Following the Planning and Zoning Commission's review and recommendation, the City Council will make a determination on this application. The public meeting has been tentatively scheduled for 6:00 p.m., on May 22, 2025, also to be hosted in person at the above address and virtually via Zoom. Zoom Meeting ID and call-in number will be published on the agenda for the meeting. City Council meeting agendas are available on the City's website at http://www.cityofclive.com/connect/city_council/

If you know of any interested parties who have not received a copy of this letter, we would appreciate it if you would inform them of the time, date and place of the Planning and Zoning Commission's meeting and City Council's meeting. If you have any questions concerning this application or if you would like additional information, please call the Community Development Department at (515) 223-6221.

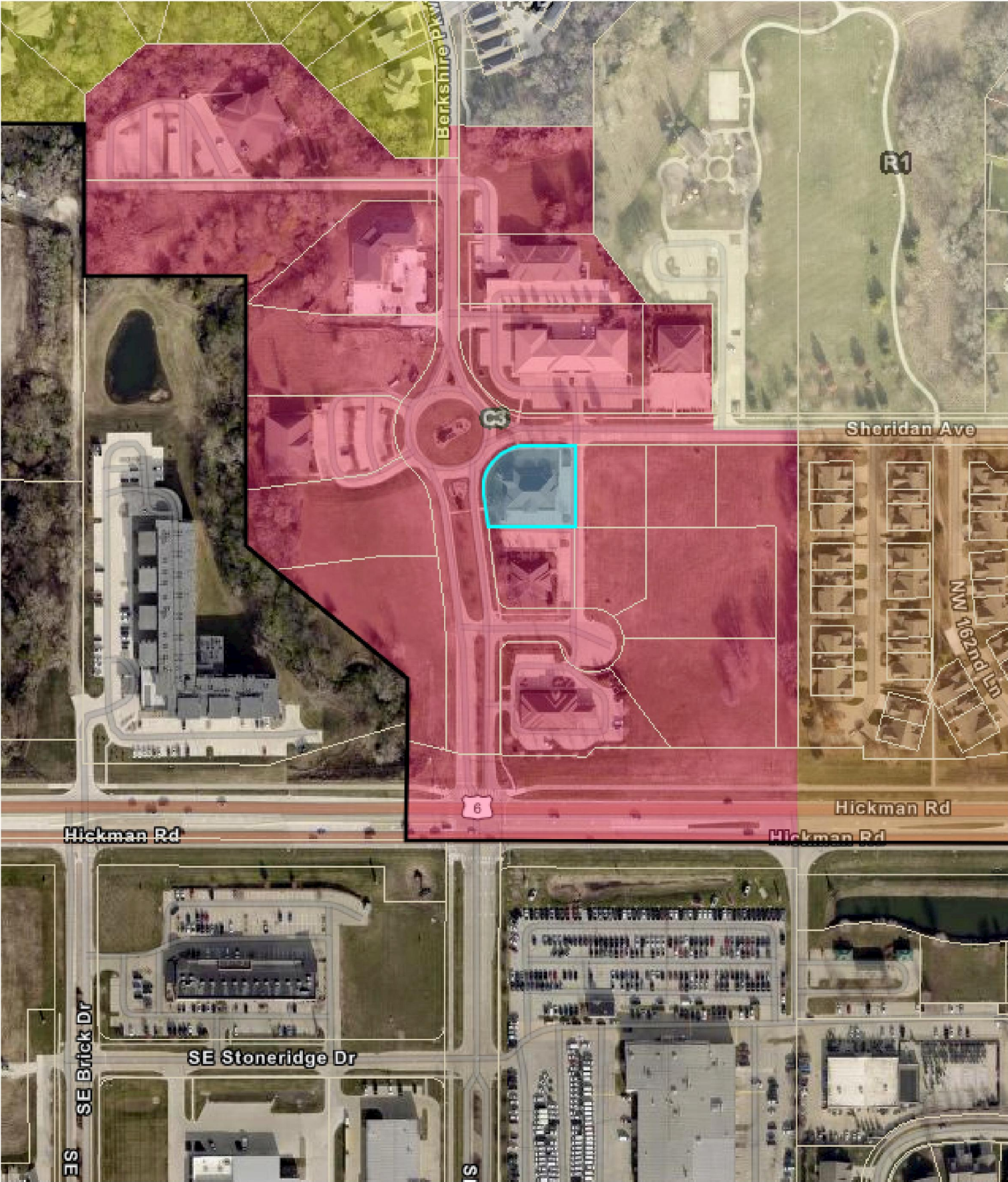
Sincerely,

A handwritten signature in dark ink that reads "Amanda Grutzmacher". Below the signature is a small, faint rectangular stamp.

Amanda Grutzmacher

AGRUTZMACHER@CITYOFCLIVE.COM

LOCATION MAP



LUANA SAVINGS BANK
100 HARVEST DR
LUANA, IA 52156

IC2DM LLC
115 IOWA AVE
IOWA CITY, IA 52240

BERKSHIRE OFFICE, LLC
4701 121ST ST
URBANDALE, IA 50323

C & S COMMERCIAL, LLC
4704 154TH ST
URBANDALE, IA 50323

BERKSHIRE DENTAL
2375 BERKSHIRE PKWY
CLIVE, IA 50325

PAJAZETOVIC, JASMINA
225 NE DARTMOOR DR STE 300
WAUKEE, IA 50263

WEISSENBURGER REAL ESTATE LLC
16400 SHERIDAN AVE
CLIVE, IA 50325

IOWA GREAT LAKES PROPERTY, LLC
PO BOX 238
SPIRIT LAKE, IA 51560

ADDA PROPERTIES LLC
14121 LAKEVIEW DR
CLIVE, IA 50325

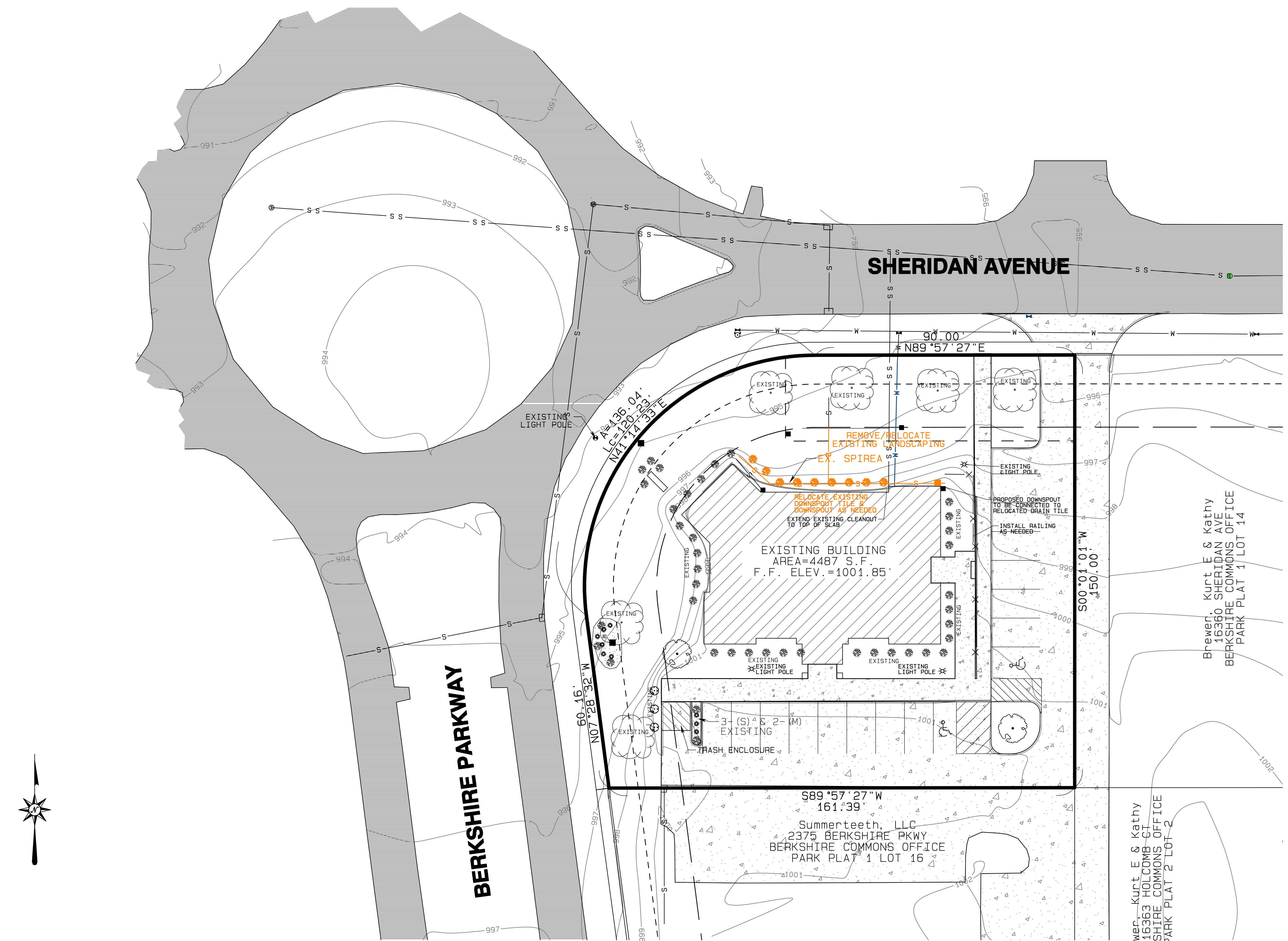
TWO PEDS AND A POD LC
2555 BERKSHIRE PARKWAY
CLIVE, IA 50325

NC INVESTMENTS, LLC
1080 JORDAN CREEK PKWY STE 200N
WEST DES MOINES, IA 50266

COVENANT GROUP, LLC
2635 BERKSHIRE PKWY STE 202
CLIVE, IA 50325

CITY OF CLIVE
1900 NW 114TH ST
CLIVE, IA 50325

WEISSENBERGER OFFICE - WEISSENBERGER OFFICE - 16400 SHERIDAN AVENUE, CLIVE, IOWA 50325



UTILITY WARNING

ANY UTILITIES SHOWN HAVE BEEN LOCATED FROM FIELD SURVEY AND RECORDS OBTAINED BY THIS SURVEYOR. THE SURVEYOR MAKES NO GUARANTEE THAT THE UTILITIES SHOWN COMPRISE ALL THE UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UTILITIES SHOWN ARE IN THE EXACT LOCATION SHOWN.

GRAPHIC SCALE

1"=20'

0 20'

09-16-24 EMAILED SITE PLAN TO DOUG RICHARDS

04-25-25 REVISED DRAWING TO CITY COMMENTS

● MONUMENT FOUND AS NOTED

○ SET 5/8" RE-ROD W/CAP 2228

▲ SECTION CORNER FOUND AS NOTED

✕ SECTION CORNER SET AS NOTED

● SANITARY MANHOLE AS NOTED

● STORM MANHOLE AS NOTED

○ TRAFFIC MANHOLE AS NOTED

● UTILITY MANHOLE AS NOTED

● PHONE MANHOLE AS NOTED

● ELECTRIC MANHOLE AS NOTED

● GAS METER AS NOTED

● GAS VALVE AS NOTED

● UTILITY POLE AS NOTED

● WELL AS NOTED

● FIREHYDRANT AS NOTED

● EXISTING WATER VALVE

● PROPOSED WATER VALVE

● CURB INTAKE AS NOTED

● AREA INTAKE AS NOTED

● HANDICAP PARKING AS NOTED

● ELECTRIC TRANSFORMER BOX AS NOTED

● UTILITY BOX AS NOTED

● PEAK TEST SITE AS NOTED

● EXISTING SPOT ELEVATION

● PROPOSED SPOT ELEVATION

● MEASURED DISTANCE OR BEARING

● RECORDED DISTANCE OR BEARING

100 EXISTING CONTOUR

100 PROPOSED CONTOUR

100 EXISTING ELEVATION

100 BURIED TELEVISION AS NOTED

100 OVER-HEAD ELECTRIC & UTILITIES

100 GAS MAIN AS NOTED

100 WATER MAIN AS NOTED

100 STORM SEWER AS NOTED

100 SANITARY SEWER AS NOTED

100 BURIED TELEPHONE

100 BURIED CABLE/UTILITIES AS NOTED

ENGINEERING CERTIFICATION

I HEREBY CERTIFY THAT THIS ENGINEERING DOCUMENT WAS PREPARED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF IOWA.

SIGNER: NICHOLAUS GOFFELT P.E. DATE: 16973

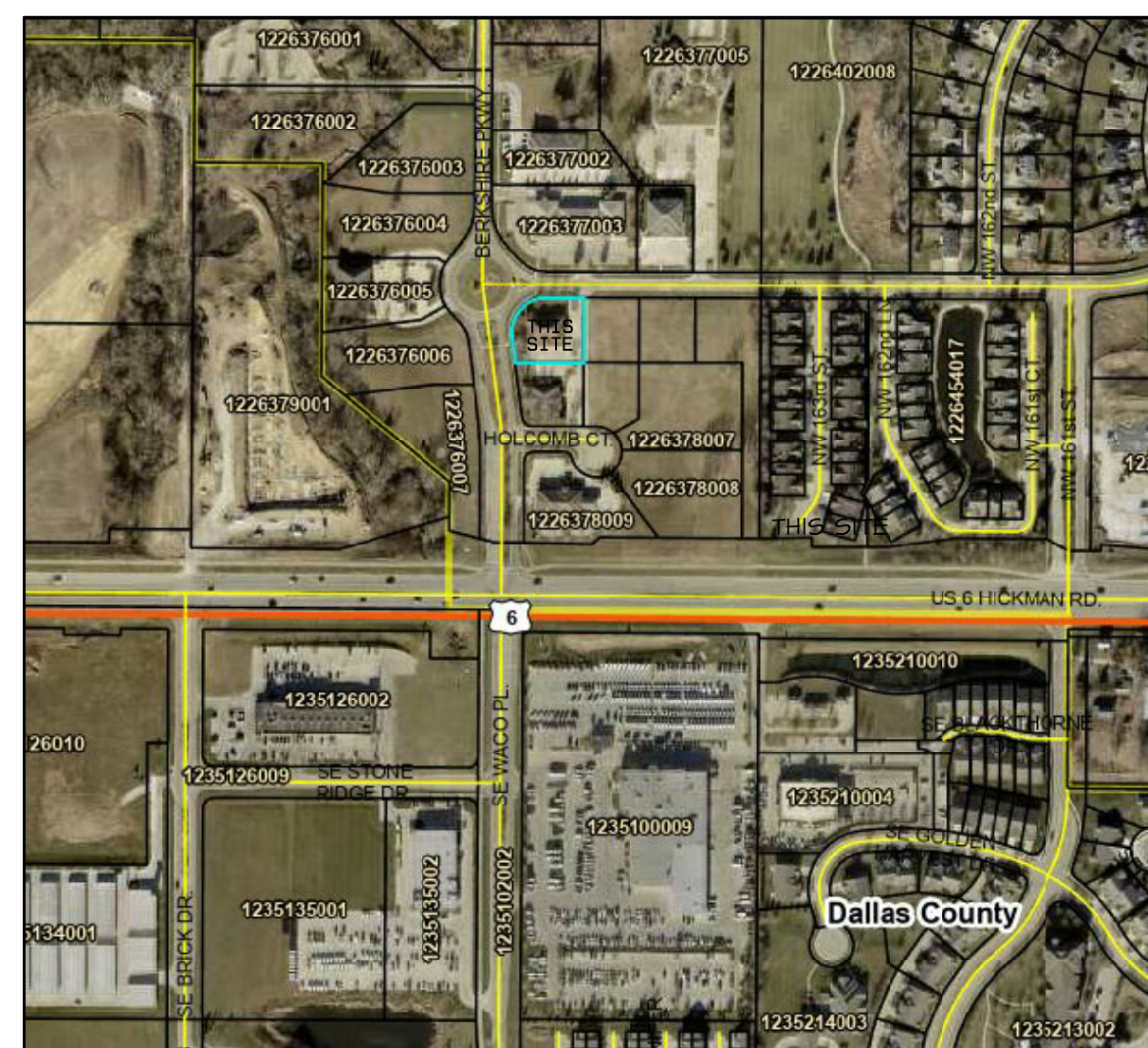
DATE PRINTED: Fri Apr 25, 2025

AEC #: 213580

NICHOLAUS GOFFELT

P.E. RIGHTS

IOWA



SITE ADDRESS

16400 SHERIDIAN AVENUE
CLIVE, IOWA 50325

LEGAL DESCRIPTION

Lot 15 in BERKSHIRE COMMONS OFFICE PARK PLAT 1, an Official Plat 311 now included in and forming a part of the City of Clive, Dallas County, Iowa.

TITLE HOLDER

WEISSENBERGER REAL ESTATE LLC
16400 SHERIDAN AVE
CLIVE IA 50325

PLAN PREPARER INFORMATION

ASSOCIATED ENGINEERING COMPANY OF IOWA
1520 NW IRVINGDALE DRIVE, SUITE 102
ANKENY, IOWA 50023
CONTACT: VIC PIAGENTINI
PHONE: (515) 255-3156
EMAIL: VICP@AECOFIOWA.COM

GENERAL PERMIT #2 & COSECO PERMITS: GENERAL PERMIT NOT REQUIRED

DISTURBED AREA: 0.08 ACRES (TOTAL SITE AREA=0.55 ACRES)

HORIZONTAL/VERTICAL CONTROL

HORIZONTAL CONTROL: IOWA SOUTH, NAD 83 DATUM
VERTICAL: NAVD88

AREA SUMMARY

EXISTING BUILDING	4,487 SQ FT
PROPOSED BUILDING	1,035 SQ FT
EXISTING PARKING LOT	6,900 SQ FT
EXISTING SIDEWALK	1,951 SQ FT
PROPOSED PATIO	224 SQ FT
TOTAL GRASS ON SITE	9,246 SQ FT
TOTAL SITE AREA	23,840 SQ FT
OPEN SPACE	9,246 SQ FT (39%)
OPEN SPACE REQUIRED	= 5,960 SQ FT (25%)

PARKING REQUIREMENTS

REQUIRED PARKING STALLS
3.0 SPACES PER 1,000 SQ FT OF GFA

(5,522 SQ FT / 1,000 * 3 SPACES) = 17 STALLS
PROVIDED PARKING STALLS = 17 STALLS

ZONING INFORMATION

ZONING: C-3 (PLANNED OFFICE PARK)

FRONT YARD	25'
SIDE YARD	5'
REAR YARD	35'
PARKING	15'

SITE USAGE

EXISTING SITE USAGE: PROFESSIONAL OFFICE SPACE
PROPOSED USAGE: PROFESSIONAL OFFICE SPACE

LANDSCAPING INFORMATION

9 TOTAL TREES ARE REQUIRED ON SITE

9 SPIREA WILL BE RELOCATED
1 NEW TREE WILL BE PLANTED

NEW TREE INFORMATION
SKYLINE HONEY LOCUST (Gleditsia triacanthos)
PLANTING SIZE=2.5-INCHES

ASSOCIATED ENGINEERING

COMPANY OF IOWA

1520 NW Irwindale Drive, Ankeny, Iowa 50023
Phone: (515) 255-3156 Fax: (515) 255-3157

WEISSENBERGER OFFICE - COMMERCIAL SITE PLAN

EXISTING SITE

DATE PRINTED: Fri Apr 25, 2025

AEC #: 213580

WEISSENBERGER OFFICE - WEISSENBERGER OFFICE - 16400 SHERIDAN AVENUE, CLIVE, IOWA 50325

SITE ADDRESS
16400 SHERIDIAN AVENUE CLIVE, IOWA 50325
LEGAL DESCRIPTION
Lot 15 in BERKSHIRE COMMONS OFFICE PARK PLAT 1, an Official Plat 311 now included in and forming a part of the City of Clive, Dallas County, Iowa.
TITLE HOLDER
WEISSENBURGER REAL ESTATE LLC 16400 SHERIDAN AVE CLIVE IA 50325

ASSOCIATED ENGINEERING
AEC COMPANY OF IOWA
1520 NW Trunkhede Drive, Ankeny, Iowa 50023
Phone: (515) 255-5136 Fax: (515) 255-5157

WEISSENBERGER OFFICE - COMMERCIAL SITE PLAN

EXISTING SITE

DATE PRINTED
Fri Apr 25, 2025
AEC #: 213580

C-2

- GENERAL NOTES
- ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE CURRENT O.S.H.A. CODES AND STANDARDS. NOTHING INDICATED ON THESE PLANS SHALL RELIEVE THE CONTRACTOR FROM COMPLYING WITH THE APPROPRIATE SAFETY REGULATIONS.
 - ALL CONSTRUCTION PROCEDURES AND MATERIALS TO MEET OR EXCEED MINIMUM REQUIREMENTS AS PER 2024 SUDAS AND 2023 Waukee SUPPLEMENTAL SPECIFICATIONS AND THE URBAN DESIGN STANDARDS FOR PUBLIC IMPROVEMENTS SHALL APPLY TO GRADING, EROSION CONTROL AND ASSOCIATED WORK FOR THE PROJECT.
 - THE OWNER SHALL BE RESPONSIBLE FOR OBTAINING ANY AND ALL REQUIRED PERMITS FOR PERFORMING THE WORK.
 - THE OWNER/DEVELOPER IS RESPONSIBLE FOR MEETING ALL STATE OF IOWA DEPARTMENT OF NATURAL RESOURCES, APPLICABLE COUNTY, URBAN DESIGN STANDARDS FOR PUBLIC IMPROVEMENTS, OR ANY OTHER CODES, REGULATIONS, OR RESTRICTIONS SET FORTH BY ANY AND ALL GOVERNING AGENCIES.
 - NOTIFY OWNER, ENGINEER, AND CITY OF WAUKEE AT LEAST 48 HOURS PRIOR TO BEGINNING WORK.
 - ALL PROPOSED CONTOURS AND SPOT ELEVATION SHOWN ARE FINISHED GRADES AND/OR TOP OF PAVING SLAB, UNLESS OTHERWISE NOTED.
 - THE CONTRACTOR SHALL FURNISH AND PLACE ALL NECESSARY SIGNS AND BARRICADES DURING CONSTRUCTION IN ACCORDANCE WITH THE MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAYS.
 - POST DEVELOPMENT RUNOFF SHALL NOT ADVERSELY AFFECT DOWNSIDE DRAINAGE FACILITIES OR PROPERTY OWNERS.
 - ANY DAMAGE DONE TO THE EXISTING FENCES, YARDS OR OTHER STRUCTURES OUTSIDE THE CONSTRUCTION LIMITS SHALL BE REPAIRED AT THE CONTRACTOR'S EXPENSE.
 - GRADING
 - OWNER/DEVELOPER IS RESPONSIBLE FOR ALL COMPACTION, DENSITY OR ANY OTHER TEST.
 - ALL DEBRIS SPILLED ON THE STREETS OR ADJACENT PROPERTY SHALL BE PROMPTLY REMOVED BY THE CONTRACTOR AT THE END OF EACH WORK DAY AND PRIOR TO A RAIN EVENT.
 - ALL PROPOSED CONTOURS AND SPOT ELEVATION SHOWN ARE FINISHED GRADES AND/OR TOP OF PAVING SLAB, UNLESS OTHERWISE NOTED.
 - PRIOR TO COMMENCEMENT OF ANY BUILDING CONSTRUCTION ACTIVITY THE SITE PLAN MUST BE APPROVED BY THE CITY OF CLIVE. ADDITIONALLY, A BUILDING PERMIT SHALL HAVE BEEN ISSUED. PLEASE ALLOW A MINIMUM OF 10 BUSINESS DAYS FOR THE BUILDING PERMIT TO BE PROCESSED.
 - RETAINING WALLS AS SHOWN WILL NEED TO BE FIELD ADJUSTED FOR HEIGHT AND LENGTH AT TIME OF CONSTRUCTION. RETAINING WALLS OVER 4 FEET NEED TO BE DESIGNED BY A STRUCTURAL ENGINEER.
 - PROTECT EXISTING FIRE ALARM DEVICES FROM DAMAGE AND CONSTRUCTION DUST. FALSE ALARMS CAUSED BY CONSTRUCTION ARE SUBJECT TO FINES PER SECTION 107.8 OF THE CLIVE FIRE CODE FOR NEGLIGENT FALSE ALARMS.
 - ALL FIRE ALARM AND SPRINKLER SYSTEM MODIFICATIONS MUST BE APPROVED PRIOR TO SYSTEM WORK BEING DONE. PLANS SHALL BE SUBMITTED FOR REVIEW BY THE FIRE MARSHAL.
 - ALL FIRE ALARM AND SPRINKLER WORK INCLUDING, AND MONITORING MUST BE DONE BY AN APPROVED WEST METRO FIRE PROTECTION BUREAU CONTRACTOR.

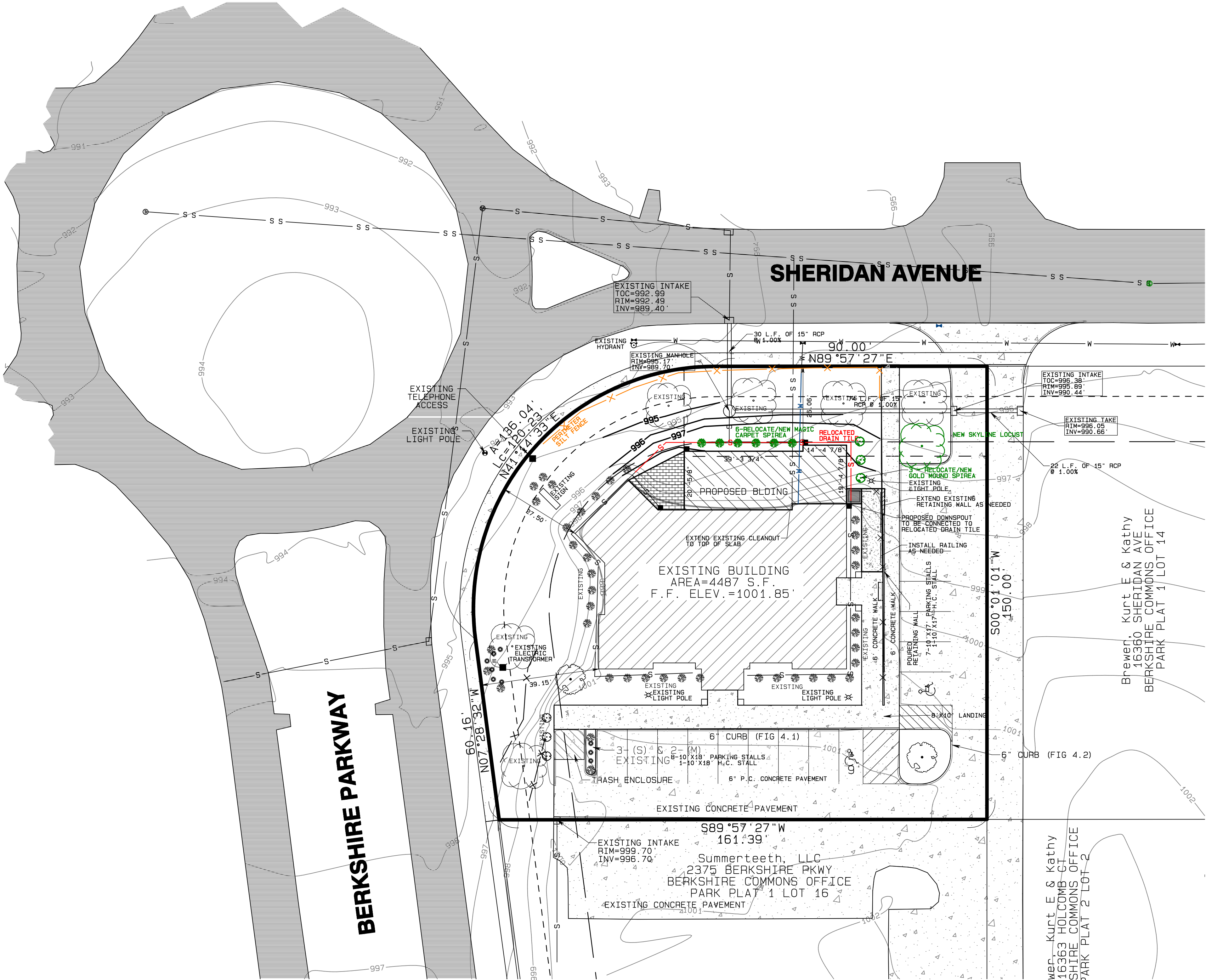
- SITE PLAN AND CONSTRUCTION DRAWING STANDARD NOTES
- ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF CLIVE'S DEVELOPMENT REGULATIONS, POLICIES, AND STATEWIDE URBAN DESIGN AND STANDARDS MANUAL (SUDAS).
 - ONE WEEK PRIOR TO CONSTRUCTION OF ANY PUBLIC IMPROVEMENTS, THE CONTRACTOR SHALL NOTIFY THE CITY OF CLIVE.
 - THE CONTRACTOR AND DEVELOPER'S ENGINEER SHALL ATTEND A REQUIRED PRE CONSTRUCTION MEETING WITH THE CITY OF CLIVE, PUBLIC WORKS AND ENGINEERING DEPARTMENTS PRIOR TO COMMENCEMENT OF CONSTRUCTION.
 - 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 CONTRACTOR'S EXPENSE TO THE SATISFACTION OF THE CITY AND THE OWNER.
 - THE CONTRACTOR SHALL BE RESPONSIBLE FOR RECORDING THE AS-BUILT LOCATION OF ALL SANITARY SEWER, SUMP AND WATER MAIN SERVICES AND VERIFYING LOCATIONS ON THE AS BUILT DRAWINGS.
 - RECONNECT ANY FIELD TILE THAT IS INTERCEPTED DURING UTILITY CONSTRUCTION, LOCATION OF FIELD TILE SHALL BE NOTED ON THE AS-BUILT DRAWINGS.
 - THE CONTRACTOR SHALL BE RESPONSIBLE FOR INSTALLING AND MAINTAINING TRAFFIC CONTROL IN ACCORDANCE WITH THE CURRENT VERSION OF MUTCD.
 - PRIOR TO ACCEPTANCE OF THE PUBLIC IMPROVEMENTS, AS-BUILT RECORD DRAWINGS (HORIZONTAL AND VERTICAL AS-BUILT DATA IN STATE PLANE COORDINATES AND NAVD 88 DATUM) FOR ALL WATER, SANITARY SEWER, STORM SEWER PIPING AND ASSOCIATED APPURTENANCES AND SITE GRADING WILL BE PROVIDED (VOLUME CALCULATIONS FOR ALL STORM WATER DETENTION FACILITIES SHALL ALSO BE PROVIDED).
 - SIDEWALK AND DRIVEWAY APPROACH INSTALLATIONS SHALL BE INSPECTED BY THE CITY OF CLIVE FOLLOWING A MINIMUM 48-HOUR NOTICE.
 - THE OWNER/CONTRACTOR SHALL REMOVE ALL DEBRIS SPILLED ON CITY OF CLIVE RIGHT-OF-WAY AND ADJOINING PROPERTY IMMEDIATELY.
 - AT NO TIME SHALL EQUIPMENT, CONSTRUCTION MATERIAL AND/OR STOCKPILED FILL BE STORED ON CITY OF CLIVE RIGHT-OF-WAY.
 - THE DEVELOPER IS RESPONSIBLE FOR MAINTAINING ALL EROSION AND SEDIMENTATION CONTROL DEVICES THROUGHOUT CONSTRUCTION.
 - OFF-STREET PARKING AND ACCESS DRIVES SHALL BE PROVIDED PRIOR TO CONSTRUCTION FOR CREWS AND EQUIPMENT.
 - ADDITIONAL EROSION AND SEDIMENTATION CONTROL DEVICES MAY BE REQUIRED BY CITY OF CLIVE INSPECTORS BASED ON ACTUAL FIELD CONDITION.
 - PRIOR TO OBTAINING A CERTIFICATE OF OCCUPANCY/FINAL PLAT APPROVAL, ALL UTILITY STRUCTURES, MANHOLES, VALVES, INTAKES SHALL BE RAISED LEVEL WITH FINISH GRADE.
 - ALL UTILITIES, INCLUDING ELECTRICAL AND TELEPHONE SHALL BE LOCATED UNDERGROUND.
 - ALL DISTURBED AREAS SHALL BE SOODED UNLESS OTHER LANDSCAPING IS IDENTIFIED ON THE SITE PLAN.
 - EXISTING LANDSCAPING SHALL BE PROTECTED WITH TEMPORARY SNOW FENCE DURING CONSTRUCTION.
 - ALL TRASH DUMPSTERS SHALL BE SCREENED FROM VIEW WITH APPROVED STRUCTURE.
 - ALL ROOF MOUNTED MECHANICAL UNIT AND/OR TELECOMMUNICATION DEVICES OR GROUND MOUNTED EQUIPMENT SHALL BE SCREENED FROM VIEW WITH APPROVED STRUCTURE OR LANDSCAPING.
 - ALL TOPSOIL MUST MEET CLIVE POST-CONSTRUCTION STORM WATER MANUAL, TOPSOIL SHALL BE MINIMUM 4" DEPTH, MINIMUM (2, OR AS INDICATED IN SWMP) % ORGANIC CONTENT, 6.0-8.0 PH, MAXIMUM 25% FRIABLE CLAY CONTENT, AND FREE OF DEBRIS, HARD CLOUDS, ROOTS, SOIL, STIFF CLAY, HARD PAN, AND STONES LARGER THAN 1".
 - ALL TOPSOIL MUST MEET IOWA DEPARTMENT OF NATURAL RESOURCES GENERAL PERIT #2 REQUIREMENTS TO MINIMIZE SOIL COMPACTION, DEFINED AS WORKING THE SOIL PRIOR TO SEEDING/SODDING IN SUCH THE MANNER 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.
 - NO PLANT MATERIAL SHALL BE SUBSTITUTED WITHOUT THE PRIOR WRITTEN APPROVAL OF THE CITY OF CLIVE.
 - NO CHANGES TO THE APPROVED PLAN MAY BE MADE WITHOUT THE PRIOR WRITTEN APPROVAL OF THE CITY OF CLIVE.
 - CONTRACTOR, FINANCING AND/OR PROJECT IDENTIFICATION SIGNS SHALL NOT BE INSTALLED ON THE CITY OF CLIVE RIGHT-OF-WAY.
 - VALVES INCLUDED IN STORMWATER MANAGEMENT FACILITIES SHALL BE CLOSED AT THE TIME OF FINAL INSPECTION AND ISSUANCE OF CERTIFICATE OF OCCUPANCY/APPROVAL OF FINAL PLAT.

- EXISTING SERVICE INFORMATION
- THE NEW FOUNDATION WALLS FOR THE ADDITION WILL RUN PERPENDICULAR ACROSS THE EXISTING WATER AND SANITARY SEWER SERVICE LINES. ATTENTION SHALL BE GIVEN WHILE DIGGING AROUND THE EXISTING UTILITIES IF EXPOSED, PROPER SLEEVES SHALL BE INSTALLED AROUND THE PIPES AND THROUGH THE NEW FOUNDATION WALL.

- DEMOLITION NOTES
- CONTRACTOR SHALL CALL IOWA ONE AND CONDUCT A PRIVATE UTILITY LOCATE AS REQUIRED TO ENSURE THAT ALL UTILITIES HAVE BEEN LOCATED BEFORE STARTING SITE DEMOLITION. DESIGN ENGINEER SHALL BE NOTIFIED OF ANY DISCREPANCIES BETWEEN PLAN AND FIELD CONDITIONS PRIOR TO CONSTRUCTION.
 - DEMOLITION PLAN IS AN OVERVIEW OF DEMOLITION TO TAKE PLACE ON SITE. CONTRACTOR TO FIELD VERIFY EXISTING SITE CONDITIONS PRIOR TO BIDDING. CONTRACTOR SHALL REMOVE, REPLACE, OR DEMOLISH ALL ITEMS AS CODED DURING CONSTRUCTION.
 - CONTRACTOR TO PROTECT EXISTING IMPROVEMENTS THAT ARE SCHEDULED TO REMAIN. ANY DAMAGE TO EXISTING FACILITIES SHALL BE REPLACED AT CONTRACTOR'S EXPENSE.
 - ALL CONCRETE NOTED TO BE REMOVED SHALL BE REMOVED TO THE NEAREST CONTROL JOINT.
 - INSTALL ALL INTAKE PROTECTION AND PERIMETER SILT FENCE PRIOR TO DEMOLITION.

- | | | |
|---------------------------------|-------------------------------------|--------------------------------------|
| ● MONUMENT FOUND AS NOTED | ▽ FIREHYDRANT AS NOTED | — 100' EXISTING CONTOUR |
| ○ SET 5/8" RE-ROD W/ CAP 5/28 | △ EXISTING WATER VALVE | — 100' PROPOSED CONTOUR |
| ▲ SECTION CORNER FOUND AS NOTED | △ PROPOSED WATER VALVE | — FENCE LINE AS NOTED |
| △ SET AS NOTED | △ CURB INTAKE AS NOTED | — BURIED TELEVISION AS NOTED |
| ● SANITARY MANHOLE AS NOTED | △ BURIED ELECTRIC AS NOTED | — BURIED ELECTRIC & UTILITIES |
| ● STORM MANHOLE AS NOTED | △ HANDICAP PARKING AS NOTED | — 6" GAS MAIN AS NOTED |
| ● TRAFFIC MANHOLE AS NOTED | △ ELECTRIC TRANSFORMER BOX AS NOTED | — 6" WATER MAIN AS NOTED |
| ● UTILITY MANHOLE AS NOTED | △ UTILITY BOX AS NOTED | — 6" STORM SEWER AS NOTED |
| ● ELECTRIC MANHOLE AS NOTED | △ SITE AS NOTED | — 6" SANITARY SEWER AS NOTED |
| ● GAS METER AS NOTED | △ EXISTING SPOT ELEVATION | — UT BURIED TELEPHONE |
| ● GAS VALVE AS NOTED | F6= PROPOSED SPOT ELEVATION | — UC BURIED CABLE/UTILITIES AS NOTED |
| ● UTILITY POLE AS NOTED | W= MEASURED DISTANCE OR BEARING | |
| ● WELL AS NOTED | P= RECORDED DISTANCE OF BEARING | |

GRAPHIC SCALE 1"=20'



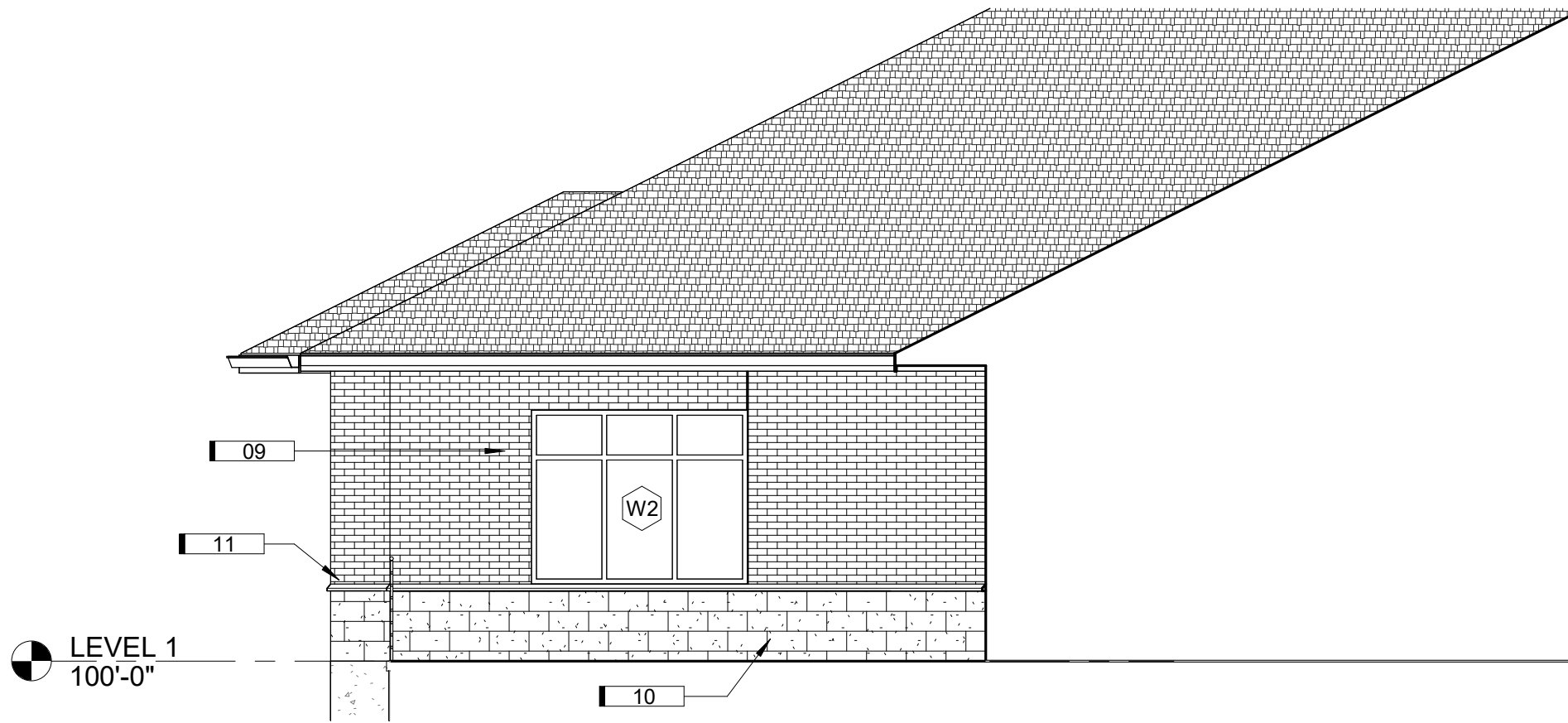
10/18/2024 3:08:06 PM
C:\Users\crodriguez\Documents\24-156 Weissenberger_expansion_cristina4YCKA.rvt



3 EXTERIOR ELEVATION - EAST
3/16" = 1'-0"



1 EXTERIOR ELEVATION - NORTH
3/16" = 1'-0"



2 EXTERIOR ELEVATION - WEST
3/16" = 1'-0"

ELEVATION GENERAL NOTES

1. ARCHITECTURAL 100' - 0" = SURVEY XXXX.XX'
2. DO NOT SCALE DRAWINGS. DRAWN DIMENSIONS SHALL TAKE PRECEDENCE. NOTIFY THE ARCHITECT OF ANY DISCREPANCIES IMMEDIATELY.
3. REFER TO DOOR AND WINDOW SCHEDULES FOR MORE INFORMATION.
4. SEE CIVIL DRAWINGS FOR DRAINAGE REQUIREMENTS.
5. GRADE SOIL AWAY FROM BUILDING TO DRAIN. SEE CIVIL AND LANDSCAPE DRAWINGS FOR MORE INFORMATION.
6. MATCH ALL EXTERIOR MATERIALS TO EXISTING CONSTRUCTION.
7. WINDOWS AND DOOR OPENINGS TO MATCH EXISTING.

IA-KEYNOTE - FLOOR PLANS

Key Value	Keynote Text
08	42" EXTERIOR GUARDRAIL
09	FACE BRICK- MATCH EXISTING
10	ROUGH-CUT STACKED STONE - MATCH EXISTING
11	SMOOTH - CUT OUT STONE BAND - MATCH EXISTING

PROJECT:
WEISSENBERGER OFFICE ADDITION
16400 SHERIDAN AVE.
CLIVE, IOWA

DATE: 10/20/24
DRAWN BY: Autho
CHKD BY: Checker

REVISED:

EXTERIOR
ELEVATIONS

A200



617 SW 3RD ST., STE 108
ANKENY, IOWA 50023
PHONE: (515) 965-5336
FAX: (515) 965-5335
info@imprintarchitects.com

PERMIT SET



Memo

TO: Mayor and Council members

FROM:

DATE: May 22, 2025

RE: Fire-EMS Collaborations with City of Urbandale

SYNOPSIS:

Attachments:

None



Memo

TO: Mayor and Council members

FROM: Clay Garcia, Fire Chief

DATE: May 22, 2025

RE: Resolution Approving Fire Apparatus Exchange Agreement

SYNOPSIS:

As the Council will recall from the presentation (attached for reference) given on January 9th on the Clive Fire Department Collaboration efforts, this outlines key efforts being made to align key steps to further align the operations of the Clive Fire Department and the Urbanable Fire Department. I am pleased to present the final on our collaboration effort on the Fire Apparatus Exchange. This agreement outlines the legality and administration of the asset transfer between the City of Clive and the City of Urbandale.

Resolution Approving Fire Apparatus Exchange Agreement

- This agreement is for the apparatus swap with the City of Urbandale.
- The City of Clive will revive a 1016 Pierce Engine, and the City of Urbandale will be receiving our ladder truck 325
- The City of Clive will receive a check from the City of Urbandale for the difference in value of \$257,500.00
- This agreement will allow us to remove a ladder truck from our replacement schedule and replace it with an engine/pumper. This change to our replacement schedule will result in roughly a \$1.5 million dollar savings upon replacement of the engine. This is the replacement of an engine/pumper rather than a ladder truck.
- This operational change will also allow Clive Fire Station 32 to focus on Engine operations, rather than splitting our time between Engine operations and Ladder operations.
- Having 2 engines within the Clive Fire Department will also require less maintenance and repairs. Ladders are simply much larger trucks, requiring more maintenance, repair and testing.
- Legal counsel has reviewed this agreement and has no further recommendations on this agreement.

Attachments:

1. Clive City Council Collaboration Update (1)
2. Fire Apparatus Exchange Agreement 5-15-2025
3. RESOLUTION APPROVING FIRE APPARATUS EXCHANGE AGREEMENT - 5-15-2025



Clive Fire Department

Collaborations Updates



- **Clive Fire Department & Urbandale Fire Station 43**
 - **Shared Services / Operational Alignment**
 - **City of Urbandale Maintenance Program**
 - **Utilization of U322 and Medic SUV**

Urbandale Fire Station 43



- Evergreen Document
- Staffing Requirements for St. 43
- Re-Establish our Commitment to St. 43

Shared Services / Operational Alignment

- Closet Unit Dispatching
- Operational Specific Stations (Engine, Ladder, Rescue)
- Sharing of Frontline and Reserve Apparatus
- Standardized Training
- Battalion Chief Utilization
- Standardized Fleet
 - Ambulances
 - Apparatus
 - Staffing/Certification Levels

Shared Services / Operational Alignment

Asset Transfer

- Over a 15-year time period
- Savings of \$84,917.83 / year
- L325 to UFD, E421 to CFD
- Remove Ladder from CEP, Replace with

Engine

	Todays Dollars	Years of Service	Time of Replacement	Total change in cost	Change in cost per year average
Ladder Replacement Cost	\$2,300,000	20	\$ 5,039,583.23	\$ 2,739,583.23	\$ 136,979.16
Engine Replacement Cost	\$975,000	15	\$ 1,755,919.92	\$ 780,919.92	\$ 52,061.33
Total Savings	\$1,325,000			Difference per year	\$ 84,917.83

City of Urbandale Maintenance Program



- Utilizing Urbandale Public Works
- Internal Knowledge of our Apparatus
- Better Fleet Tracking
- Trust in Costs
- Trust in Mechanics
- “House Calls” – They Come to Us
- Proximity to Station 32
 - Less down time

City of Urbandale Maintenance Program



- \$27,500 Shop Fee / Year
- \$60 / Hour
- Other “shops” \$150 / Hour
- Licensed Mechanics
- Battery Issue
 - In-House (Parts: \$400, Labor: \$0)
 - Gabus (\$175 Diagnostic, Parts: \$500, Labor \$150)
 - Total Savings: \$425

Utilization of U322 and Medic SUV



- Utilizing the Utility on Outlined Calls
- Better Resource Utilization
- “3 Calls at once”
- Decline in St. 22 and UFD Utilization
- Less Big Truck Street Time
 - Less Wear and Tear for No Reason
 - Cost Savings / Smarter
- More Time for Public Outreach
- “Smarter Staffing”

Utilization of U322 and Medic SUV



Community Health Coordinator

- More Time for Public Outreach
 - Fire Extinguisher Training
 - School / Daycare Visits
 - CPR Trainings
 - Smoke Detector Installation
- 2 EMS calls, and a full operational Engine
 - While utilizing a CCH
- Pt Follow-Up's



**Right People at the
Right Place, at the
Right Time, with the
Right Resources**



What's Next?

FIRE APPARATUS EXCHANGE AGREEMENT

THIS AGREEMENT (“Agreement”) is made and entered into by and between the CITY OF URBANDALE, IOWA, a municipal corporation (“Urbandale”) and the CITY OF CLIVE, IOWA, a municipal corporation (“Clive”), (Clive and Urbandale are referred to herein individually as a “City” or “Party” or jointly as the “Cities” or “Parties”), for the purpose of facilitating a fire apparatus exchange that each City finds to be in the best interests of their respective community.

WITNESSETH:

WHEREAS, Each City owns certain “Fire Apparatus” (as more specifically defined herein); and

WHEREAS, each City desires to enter into an agreement for the exchange of their respective Fire Apparatus and other valuable consideration; and

WHEREAS, Urbandale and Clive both find said exchange to be in the best interests of the members of their respective communities.

NOW, THEREFORE, for and in consideration of the mutual covenants, agreements, representations and warranties herein contained, the Parties hereto do hereby covenant and agree as follows:

ARTICLE 1 APPARATUS EXCHANGE

1.1 Urbandale Fire Apparatus. Urbandale owns a 2016 Pierce Class A pumper, more fully described in Exhibit A attached hereto (hereinafter “Urbandale Apparatus”), which the City desires to sell by like-kind exchange to the Clive, for a 2013 E-One Fire Apparatus HP78. Clive agrees to the exchange upon the terms and conditions hereinafter set forth.

1.2 Clive Fire Apparatus. The Clive owns a 2013 E-One Fire Apparatus HP78, more fully described in Exhibit A attached hereto (hereinafter, “Clive Apparatus”), which the City desires to sell by like-kind exchange to Urbandale, for a 2016 Pierce Class A pumper and a monetary cash payment. Urbandale agrees to the exchange upon the terms and conditions hereinafter set forth.

ARTICLE 2 PURCHASE PRICE AND PAYMENT

2.1 Purchase Price and Payment – Urbandale Fire Apparatus. The Parties agree that the total cash value of the Urbandale Fire Apparatus shall be Four Hundred Forty Thousand Dollars (\$440,000.00), payable to Urbandale through like-kind exchange of the Clive Fire Apparatus to Urbandale.

2.2 Purchase Price and Payment – Clive Fire Apparatus. The Parties agree that the total cash value of the Clive Fire Apparatus, after repairs approved by the Urbandale, shall be Six Hundred Ninety-Seven Thousand, Five Hundred Dollars (\$697,500.00), payable to Clive through like-kind exchange of the Urbandale Fire Apparatus to Clive, plus a cash payment of Two Hundred Fifty-Seven Thousand, Five Hundred Dollars (\$257,500.00). Payment shall be due upon acceptance by Urbandale.

ARTICLE 3 DELIVERY AND ACCEPTANCE

3.1 Delivery. Each Party shall cause the respective Fire Apparatus to be delivered free on-board destination, freight prepaid, if applicable, to Urbandale Public Works, 9601 Hickman Drive, by July 1, 2025 (“Delivery Date”), unless an unforeseen delay beyond the delivering City’s control arises. Each City shall have the right to inspect the respective Fire Apparatus prior to Delivery Date to ensure conformance with the requirements and specifications contained in Exhibit A.

3.2 Acceptance. Upon delivery, each Party shall have the right to inspect the respective Fire Apparatus to ensure conformance with the requirements and specifications contained in Exhibit A and to reject the same if a nonconformance exists.

3.3 Repairs to Clive Fire Apparatus. The Parties agree that the Clive Fire Apparatus requires repair and maintenance work as a condition of Urbandale’s performance of this Agreement. Urbandale Public Works shall evaluate, diagnose, and perform all repairs and maintenance deemed necessary as a condition of acceptance. Clive agrees to accept such repairs and maintenance deemed necessary by Urbandale and pay the costs that shall be invoiced to Clive following performance of such work by Urbandale. Urbandale agrees to accept the Clive Fire Apparatus only after it passes Urbandale’s final inspection and Clive has paid Urbandale the costs of repairs.

3.4 Final Inspection. Final inspection of each apparatus shall be conducted by a representative of each Party’s respective fire and/or public works departments, as designated by that City’s fire chief. Urbandale hereby designates a representative from Urbandale Public Works Fleet Maintenance to conduct the final inspection and the Assistant Fire Chief to approve and accept the Clive Fire Apparatus following repair and final inspection. Clive hereby designates a representative from Emergency Apparatus Maintenance (EAM) to conduct the final inspection and the Assistant Fire Chief to approve and accept the Urbandale Fire Apparatus following final inspection.

ARTICLE 4 REPRESENTATIONS AND WARRANTIES

4.1 Urbandale Warranties. Urbandale hereby represents and warrants to Clive that all warranties contained in Exhibit B attached hereto shall be applicable to the transaction

contemplated herein. Urbandale further represents and warrants to Clive that Urbandale holds legal title to the Urbandale Fire Apparatus. Urbandale shall do all things necessary to facilitate transfer of legal title to Clive upon consummation of the transaction contemplated herein.

4.2 Clive Warranties. Clive hereby represents and warrants to Urbandale that all warranties contained in Exhibit B attached hereto shall be applicable to the transaction contemplated herein. Clive further represents and warrants to Urbandale that Clive holds legal title to the Clive Fire Apparatus. Clive shall do all things necessary to facilitate transfer of legal title to Urbandale upon consummation of the transaction contemplated herein.

ARTICLE 5 TERM AND TERMINATION

5.1 Term. This Agreement shall become effective upon both parties' authorized execution on the last date shown below and shall be effective until final acceptance by both Parties as set forth in Article 3.

5.2. Default. The occurrence of one or more of the following shall constitute a default under this Agreement: (a) failure to deliver the Fire Apparatus without notice of an event of excusable delay; or (b) failure to pay when due any amounts under this Agreement or to perform any obligations under this Agreement. Either Party may terminate this Agreement upon written notice to the other Party if the other Party fails to cure a default within thirty (30) days after receiving written notice of such default from the non-defaulting Party.

ARTICLE 6 INSURANCE AND INDEMNIFICATION

6.1 Each City shall secure and maintain through the duration of this Agreement property, casualty, and liability insurance; and workers' compensation insurance, all as statutorily required by the State of Iowa or otherwise reasonable to cover the building(s), property, and employees under the terms of this Agreement. A copy of each Party's proof of insurance shall be provided to the other Party upon request.

6.2 The risk of loss or damage to each Party's respective Fire Apparatus and any equipment or supplies used for delivery, inspection, repair, or maintenance prior to the date of final inspection and acceptance by the other Party, shall be borne by the original owner, and each Party shall therefore hold the other Party harmless from any and all such claims of loss, until final acceptance and change of title has occurred. After final acceptance and change in title, each Party shall be responsible for insurance on their respective Fire Apparatus.

6.3 To the extent permitted by law, each City agrees to indemnify, defend and to hold the other City, its elected officers, agents, employees and successors and assigns (the "Indemnified Parties"), harmless from and against all claims, demands, actions and/or causes of actions,

judgments, settlements, or other costs, including reasonable attorneys' fees, which an Indemnified Party may incur or sustain a) by reason of the indemnifying City's breach of this Agreement (including, but not limited to, any financial obligations herein), or b) by reason of the torts of the indemnifying City. This Agreement shall not extend the liability of either City and each City is authorized to ensure all liabilities which may be incurred as a result of this Agreement or operations under it and where appropriate to accept insurance in lieu of other indemnification. Nothing in this Section shall be deemed to limit the right of a City to defend against any claim or the application of all available protections and defenses under state and federal law, including, but not limited to, the Iowa Torts Claims Act.

For the avoidance of doubt, it is the intention of the parties that each City hereto shall bear the risks and liabilities associated with the acts or omissions of their respective employees, agents, and representatives. This article shall survive the termination of this Agreement where necessary to protect each City to this Agreement.

ARTICLE 7 MISCELLANEOUS

7.1 Headings. The captions or headings of the paragraphs of this Agreement are for convenience only and shall not control or affect the meaning or construction of any of the terms or provisions of this Agreement.

7.2 Time of Essence. Time, wherever specified herein for the performance by either Party of any of their respective obligations hereunder, is hereby declared to be of the essence of this Agreement.

7.3 Amendments. This Agreement may not be amended or waived, except by writing, signed by all Parties to this Agreement.

7.4 Waiver. The waiver by any party of a breach of any provisions of this Agreement shall not operate, or be construed as, a waiver of any other or subsequent breach of that provision, nor as a waiver of any breach of any other provision.

7.5 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall together constitute one and the same instrument.

7.6 Binding Agreement. This Agreement shall be binding upon, and inure to the benefit of, the parties hereto, their heirs, personal representatives, executors, successors or assigns.

7.7 Entire Agreement. This Agreement and the Exhibits attached hereto embody the entire agreement between the parties in connection with this transaction and there are no oral or parol agreements, representations or inducements existing between the parties relating to this

transaction which are not expressly set forth herein and covered hereby; this Agreement may not be modified except by a written agreement signed by all of the Parties.

7.8 Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Iowa.

7.9 Rule of Interpretation. This Agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared primarily by counsel for one of the parties, it being recognized that both Parties have contributed substantially and materially to the preparation of this Agreement.

7.10 Severability. If any provision of this Agreement or the application thereof to any person or circumstance is held invalid or unenforceable, the remainder of this Agreement and the application of such provision to other persons or circumstances will not be affected thereby and the provisions of this Agreement shall be severable in any such instance.

7.11 Representation regarding Authority to Sign Agreement. Each of the representatives of the Parties signing this Agreement warrants and represents to the other that they have the actual authority to sign this Agreement on behalf of the Party for whom they are signing.

7.12 Additional Documents. The Parties agree to execute and to deliver to each other all other additional documents and to take any additional steps reasonably necessary to complete, to document and to carry out the business transaction contemplated by this Agreement.

7.13 Change in Title. The Parties agree to take all action necessary to effectuate transfer of vehicle title for each Fire Apparatus. Each Party shall be responsible for vehicle registration for each respective Fire Apparatus following transfer under this Agreement.

7.14. Council Approval. This Agreement is expressly subject to and conditioned upon approval of the Urbandale City Council and the Clive City Council.

[Signatures on Following Page]

CITY OF CLIVE, IOWA

By: _____
John Edwards, Mayor

ATTEST:

Matthew Graham, City Clerk

STATE OF IOWA)
) ss
COUNTY OF POLK)

On this ____ day of _____, 2025, before me, the undersigned, a Notary Public in and for the state of Iowa, personally appeared John Edwards and Matthew Graham to me known to be the Mayor and City Clerk, respectively, of the City of Clive, Iowa; that the seal affixed is the corporate seal of the City, and that the instrument was signed and sealed on behalf of the City, by authority of its City Council as contained in the resolution passed on the _____ day of _____, 2025 by the City Council of the City of Clive, Iowa, and that the Mayor and the City Clerk acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the City, by it voluntarily executed.

Notary Public

CITY OF URBANDALE, IOWA

By: _____
Robert Andeweg, Mayor

ATTEST:

Nicole Lunders, City Clerk

STATE OF IOWA)
) ss
COUNTY OF POLK)

On this _____ day of _____, 2025, before me, the undersigned, a Notary Public in and for the state of Iowa, personally appeared Robert Andeweg and Nicole Lunders, to me known to be the Mayor and City Clerk, respectively, of the City of Urbandale, Iowa; that the seal affixed is the corporate seal of the City, and that the instrument was signed and sealed on behalf of the City, by authority of its City Council as contained in the resolution passed on the _____ day of _____ 2025 by the City Council of the City of Urbandale, Iowa, and that the Mayor and the City Clerk acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the City, by it voluntarily executed.

Notary Public

EXHIBIT A
Appraisal of Vehicles

APPRAISAL
CITY OF CLIVE IOWA 2013 E-ONE
FIRE APPARATUS HP78 VIN 4EN6AAA86D1007844
MILES 58020.3

PAGE 1

This report is to determine the value of the 2013 E-One Fire Apparatus HP78 owned by the City of Clive IA.

This truck was located at 8800 Hickman Road in Clive, IA. In the inspection of this truck I found that up front it appears to be in good condition. On further inspection I found that the front frame is resting on the front axle stops. It appears that the front springs have weekend to the point where they are no longer able to hold the truck at its proper height. The rear dual inside tires are waring heavily on the inside of the tire. It appears that the axle is flexing, in fact is flexing enough that the inner dual is rubbing the park brake chamber mounting brackets on the inner side wall of the tire. I have called M D alignment in Des Moines IA and spoke with Kevin Becket. www.mdalign.com M D alignment has been on the forefront of the heavy truck alignment industry for over 50 years. Kevin stated that with the front axle resting on the axle stops and the rear tires wearing on the inside dual there are most likely two different problems. First the truck may be overweight and second the rear axle may be bent, most likely it's both.

When appraising a fire truck condition is everything, listed below are my findings on this

Truck Finish – light chips and scratches over all condition is good.

Fit - all doors, compartment doors open and close correctly and align up correctly.

Cab – door seals, glass seals are intact and in good condition.

Interior – driver's seat cover is worn however it is operational.

Lights - all lights appear to be operational.

Ladder – ladder appears to be in good

condition.

No oil leaks were noted, floor under the truck was clean with no oil spots

Suspension – needs to be inspected further, may need to have the rear axle housing replaced and the front steer axle springs.

Typically when valuing a truck like this we find comparable trucks that are similar and use them as a comparable truck to determine the value. In this case I was not able to locate any comparable trucks. When this happens, we will go off dealer quotes.

Dealer quote 1 Banner Fire Equipment E- One dealer 618-251-4200 (Kevin) \$700,000.00
Dealer quote 2 Reliant Fire Apparatus Pierce Dealer 262-297-5020 (Bruce) \$690,000.00 to \$700,000.00
Dealer quote 3 Brindlee Mountain Fire Apparatus 256-776-7786 (Tony)
\$695,000.00

APPRAISAL
CITY OF CLIVE IOWA 013 E-ONE
FIRE APPARATUS HP78 VIN 4EN6AAA86D1007844
MILES 58020.3

PAGE 2

Actual Cash Value for this truck is between \$695,000.00 and \$700,000.00. Average ACV
\$697,500.00 (without suspension problems)

When considering the value of this truck we need to address the suspension problems. The repairs to the truck (parts only) could reach upwards of \$20,000.00. Diagnostic labor and the labor to repair it could also be in the \$20,000.00 range.

I have not deducted from the value of this truck for suspension problems that this truck has. If I did the actual cash value would be between \$655,000.00 and \$660,000.00. Average ACV \$657,500.00 including suspension problems

This report was completed by Dave McCrea at Iowa Auto Damage Appraisers 607 East Euclid Ave Des Moines IA 50313, Heavy Equipment and Specialty equipment appraiser.

APPRAISAL
CITY OF URBANDALE IOWA
2016 PIERCE ENFORCER
MILES 6616.5
VIN 4P1BAAFF7HA016944

This report is to determine the value of the 2016 Pierce Enforcer pumper truck owned by the City of Urbandale IA. This truck was located at 7100 Douglas Ave in Urbandale IA. In the inspection of this truck I found that it is in good condition with no prior collision damage.

When appraising a fire truck condition is everything, listed below are my findings for this truck
Finish – light chips and scratches over all condition is good.

Fit - all doors, compartment doors open and close correctly and align up correctly.

Cab – door seals, glass seals are intact and in good condition.

Interior – good condition with light ware [sic]

Suspension – appears to be in good condition and no excessive wear was noted.

Lights - all lights appear to be operational.

No oil leaks were noted, the floor under the truck was clean with no oil spots.

Tires all appear to be in good condition with no excessive wear.

Typically when valuing a truck like this we find comparable trucks and or similar trucks to use as comparable trucks to determine the value, in this case we have used both.

Comparable 1, Fenton Fire, 2016 Pierce Impel \$395,000.00 (higher miles)

Comparable 2 Brindlee Mountain Fire Apparatus \$400,000.00 (higher miles)

Dealer Quote (Tony) Brindlee Mountain with the low miles, between \$435,000.00 and \$445,000.00

The actual cash value for this truck is between \$435,000.00 and \$445,000.00. average cash value
\$440,000.00

This report was completed by Dave McCrea at Iowa Auto Damage Appraisers 607 East Euclid Ave
Des Moines IA 50313, Heavy Equipment and Specialty equipment appraiser.

EXHIBIT B

List of enforce warranties, 2016 Pierce

Sales Option Code	Description	Expiration Date
0019914	Warranty, Structure, 10 Year, Custom Cab, WA0012	09-08-2026
0030008	Warranty, Basic, 1 Year, Apparatus, WA0008	11-08-2017
0046369	Warranty, 5-year EVS Transmission, Standard Custom, WA0187	09-08-2021
0063510	Warranty, Pump, Waterous, 5 Year Parts, WA0225	09-08-2021
0530524	Warranty, Axle, 2 Year, Meritor, General Service, WA0046	09-08-2018
0595412	Warranty, Graphics Lamination, 1 Year, Apparatus, WA0168	09-08-2017
0595698	Warranty, Axle, 3 Year, TAK-4, WA0050	09-08-2019
0595813	Warranty, Paint, 10 Year, Cab, Pro-Rate, WA0055	09-08-2026
0595820	Warranty, Paint, 10 Year, Body, Pro-Rate, WA0057	09-08-2026
0596017	Warranty, Frame, 50 Year, Custom Chassis, WA0013	09-08-2066
0596025	Warranty, Structure, 10 Year, Body, WA0009	09-08-2026
0641372	Warranty, Foam System, Not Available	—
0647720	Warranty, Pierce LED Strip Lights, WA0203	09-08-2026
0648675	Warranty, 10 Year S/S Pumping, WA0035	09-08-2026
0652758	Warranty, ABS Brake System, 3 Year, Meritor Wabco, WA0232	09-08-2019
0684953	Warranty, Steering Gear, Sheppard M110, 3 Year WA0201	09-08-2019
0685945	Warranty, Transmission Cooler, WA0216	—
0688798	Warranty, Water Tank, Lifetime, UPF, Poly Tank, WA0195	09-08-2066
0693127	Warranty, Gortite, Roll-up Door, 6 Year, WA0190	09-08-2022
0696698	Warranty, Engine, Cummins, 5 Year, WA0181	09-08-2021

RESOLUTION NO. _____

RESOLUTION APPROVING FIRE APPARATUS EXCHANGE AGREEMENT

WHEREAS, the City of Clive (the "City") desires to enter into this Agreement ("Agreement"), between the City of Clive and the City of Urbandale on an asset transfer of Fire Apparatus

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

That the City approves the Agreement on the exchange of Clive Fire Department 2013 E-One HP78 and Urbandale Fire Department 2016 Pierce Enforcer, authorized and directed to execute said Agreement on behalf of the city.

PASSED AND APPROVED THIS 22nd day of May 2025.

By: _____
John Edwards, Mayor

ATTEST:

By: _____
Matthew Graham, City Clerk



Memo

TO: Mayor and Council members

FROM: Clay Garcia, Fire Chief

DATE: May 22, 2025

RE: Resolution Approving 28E Agreement For Closest Unit Response for Fire and Emergency Medical Services by the Cities of Clive and Urbandale

SYNOPSIS:

As the Council will recall from the presentation (attached for reference) given on January 9th on the Clive Fire Department Collaboration efforts, the PowerPoint outlines key efforts being made to align key steps to further align the operations of the Clive Fire Department and the Urbanable Fire Department. I am pleased to present the final document on our Closest Unit Response 28E. This agreement outlines the legality and administration of our Closest Unity Response and operational alignment for both departments.

Resolution Approving 28E Agreement For Closest Unit Response for Fire and Emergency Medical Services by the Cities of Clive and Urbandale

- This 28E is a "refresh" of our existing 28E agreement with the City of Urbandale
- Creates an Evergreen document
- Allows for the closest needed apparatus to respond regardless of what City responds. Shortens response times and provides the appropriate apparatus to respond
- Further aligns various aspects of response between the Urbandale Fire Department and the Clive Fire Department.
- Allows the sharing of reserve apparatus. This helps us eliminate reserve apparatus between the two fleets.
- Under this agreement, we will be utilizing Urbandales Battalion Chief. This will ensure a Chief level officer on all appropriate calls.
- Outlines further desired steps to standardize multiple aspects of each department. This includes ambulances, suppression apparatus, training, staffing levels, certifications, fees, EMS protocols, and response call types.
- Legal council has reviewed this 28E and has no further recommendations.

Attachments:

1. RESOLUTION APPROVING 28E AGREEMENT FOR CLOSEST UNIT RESPONSE 5-15-2025
2. Closest Unit Response 28E Agreement 5-15-2025
3. Clive City Council Collaboration Update (2)

RESOLUTION NO. _____

RESOLUTION APPROVING 28E AGREEMENT FOR CLOSEST UNIT RESPONSE
FOR FIRE AND EMERGENCY MEDICAL SERVICES BY THE CITIES OF CITY
OF CLIVE AND CITY OF URBANDALE

WHEREAS, the City of Clive (the "City") desires to enter into this 28E Agreement ("Agreement"), between the City of Clive and the City of Urbandale

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

That the City approves the 28E Agreement for Closest Unit Response for Fire and Emergency Medical Services.

PASSED AND APPROVED THIS 22nd day of May 2025.

By: _____
John Edwards, Mayor

ATTEST:

By: _____
Matthew Graham, City Clerk

**FIRST AMENDED AND RESTATED 28E AGREEMENT FOR CLOSEST UNIT RESPONSE
FOR FIRE AND EMERGENCY MEDICAL SERVICES BY THE CITIES OF CLIVE, IOWA
AND URBANDALE, IOWA**

THIS FIRST AMENDED AND RESTATED 28E AGREEMENT (“Agreement”) is entered into this ____ day of _____, 2025, by and between the **CITY OF CLIVE, IOWA**, a municipal corporation (“Clive”), the **CITY OF URBANDALE, IOWA**, a municipal corporation (“Urbandale”), (Clive and Urbandale are referred to herein individually as a “City” or jointly as the “Cities”), pursuant to Chapter 28E of the Iowa Code, and is for the purpose of facilitating shared fire and emergency medical responses between the two Cities regardless of the jurisdictional boundary of either City.

WHEREAS, each City has personnel, apparatus, equipment, and station(s) located in areas that may be physically closer to points of calls than the City in which a call for fire/emergency medical calls may occur, and

WHEREAS, each city desires the most efficient and expedient response to calls for Fire/Emergency medical services, the Cities desire to dispatch the closest unit regardless of the jurisdictional boundary, and

WHEREAS, each city recognizes the value of operational alignment in many aspects of their EMS, Fire, Hazmat, and Rescue response, and

WHEREAS, on the 18th day of July 2017, the Cities entered into an Agreement entitled “Agreement for Closest Unit Response for Fire and Emergency Medical Services,” filed with the Secretary of State as document number M510160; and

WHEREAS, the Parties hereto mutually agree to amend and substitute the 2017 Agreement by entering into this First Amended and Restated Agreement for Closest Unit Response for Fire and Emergency Medical Services by the cities of Clive, Iowa and Urbandale, Iowa.

NOW, THEREFORE, the parties hereto agree as follows:

I. PURPOSE

The Agreement is for the sole purpose of facilitating the most expeditious response to calls for Fire/Emergency Medical Services (EMS) services without regard to jurisdictional boundary. Both Cities have stations and apparatuses that may physically be closer to a call than the assigned station or apparatus from the City for which the call is

located. The purpose of this agreement is to allow the closest unit to respond to a Fire or EMS call regardless of the jurisdiction in which the call is located.

II. ADMINISTRATION

This Agreement will be jointly administered by the respective City Managers of the City of Clive and the City of Urbandale, and notices to either City with respect to this Agreement shall be deemed given if hand delivered to the City Manager being notified, or by mailing written notice, postage prepaid and return receipt requested, addressed to the appropriate City Manager.

III. DEFINITIONS

Battalion Chief. The assigned Urbandale Fire Department on-duty shift supervisor responsible for directing incident operations and ensuring continuity and safety at incidents requiring a multi-station fire/rescue response.

Calls for Service. The Fire and EMS calls responded to within the Parties' Service Area, which shall include: (a) fire incidents upgraded to second alarm or greater; (b) fire incidents upgraded to working fire in buildings pre-identified by the requesting jurisdiction as high or special risk; (c) EMS incidents upgraded to active shooter or mass casualty; (d) hazmat or rescue incidents requiring the activation of special response team; (e) any natural disaster incident requiring notification or activation of the on-call Polk County EMA officer; and (f) any incident upon request of an on-scene command officer.

Services. For purposes of this Agreement, Services shall include, without limitation, fire department services, life and property safety or preservation services, ambulance services, or similar services, all of which by their nature or the nature of the report received about them, require immediate response.

Service Area. The Service Area of this Agreement shall be the geographical boundaries of both cities, except for any changes for operational and associated dispatching needs as agreed upon by the Cities in writing.

IV. SERVICE AGREEMENT – MUTUAL AID

Upon receiving a request for Services whether by 911 call or other means, the respective department of either Clive or Urbandale may respond without regard to its location within the Service Area. The requested services are to be considered as a standing mutual aid request for the responding department throughout the duration of the incident regardless of the geographical jurisdiction of the incident.

Upon responding to a call located in the other City, Fire/EMS personnel shall perform their duties as they would within their own geographical jurisdiction. If, however, the incident in the other City requires continuing and substantial time and expense, the responding City may,

in its discretion, request the Fire/EMS from the other City to respond and assume responsibility for resolving the situation.

Both Clive and Urbandale agree that for purposes of operational continuity and Fire/EMS personnel safety, incident management will be initiated by the initial unit arriving on scene then transferred to an appropriate level from either agency.

Urbandale will staff the position of Battalion Chief, which will respond on any multi-company incidents in the Service Area involving Clive and Urbandale EMS/Fire units as the initial command officer.

Both Clive and Urbandale agree that command officers from either City can respond to multi-company incidents in the Service Area without regard for incident location and can initiate or assume an incident command role as needed.

Both Clive and Urbandale agree that each City will maintain an on-call command-level officer who will be available as needed for notifications in their respective City. In addition, the on-call officer for each City will respond to incidents in their City for the following:

- i. Calls for Service involving fire incidents upgraded to working fire or greater.
- ii. Calls for Service involving fire incidents upgraded to working fire in buildings pre-identified as high or special risk.
- iii. Calls for Service involving EMS incidents upgraded to active shooter or mass casualty.
- iv. Calls for Service involving hazmat or rescue incidents requiring the activation of a special response team.
- v. Any natural disaster incident requiring the notification or activation of the on-call Polk County EMA officer; or
- vi. As requested by the on-scene command officer.

The City transporting a patient from an emergency location to a medical facility shall be responsible for billing the patient for the Services rendered and shall be the recipient of payments rendered for that Service.

Each City shall be responsible for any fees related to prevention activities in their own community, including plans review, inspections, and re-inspections.

Regarding calls for service, the responding agency (or home agency in the case of dual response) shall be permitted to bill fees related to the incident. All fees shall be publicly posted in each City's Fee Schedule, which can be updated annually. Any new fees which may impact the other City shall be forwarded to the Fire Chief at least 45 days prior to council action. If a proposed fee creates a conflict, the Fire Chiefs and City Managers agree to meet prior to any council action to review. Both Cities agree to work cooperatively related to the delivery of EMS, Fire, Hazardous Materials, and Technical Rescue services, and any fees related to those responses.

V. OPERATIONAL ALIGNMENT

- A. Staffing. Each City agrees to schedule a consistent level of staffing and apparatus availability to respond to Calls for Service.
- i. Both Clive and Urbandale agree to maintain minimum staffing levels capable of staffing a fire apparatus and ambulance from all stations within the Service Area.
 - ii. Both Clive and Urbandale will schedule a designated on-duty shift supervisor who will be responsible for the day-to-day operations for their respective Services.
 - iii. Both Clive and Urbandale agree to notify the shift supervisor for the other City of any situation which impacts minimum staffing or response delay in the Service Area.
 - iv. Both Clive and Urbandale agree to coordinate training and other daily activities to ensure adequate Service area coverage for the Service Area. Coordination will be handled at the shift supervisor level.
 - v. Any issues related to daily staffing, response delays, or Service Area coverage coordination which cannot be resolved between shift supervisors will be reported to the respective Fire Chief, who agree to meet and discuss as needed.
- B. Vehicles and Equipment. Except as set forth in any separate agreement concerning the service of specific vehicles and apparatuses, each City agrees to purchase, own, and maintain all vehicles and equipment necessary to carry out the purposes of this Agreement, and to purchase replacement apparatus reasonably based on the schedule listed below:
- i. Quint Ladder Truck: 20 years (15 years front-line, 5 years reserve)
 - ii. Engines: 15 years (12 years front-line, 3 years reserve)
 - iii. Ambulances: 8 years (6 years front-line, 2 years reserve)
 - iv. Other response vehicles and staff vehicles will be replaced in each City's sole discretion.
- C. Reserve Apparatus. Each Party agrees to provide access/use of reserve apparatus (including pumper engine, aerial ladder truck, and ambulance) as needed to allow each department to maintain response capabilities while front-line apparatus is unavailable due to maintenance or repairs. The Parties agree to the following terms concerning reserve apparatus:
- i. Both Clive and Urbandale agree to provide access/use of reserve apparatus (pumper

engine, aerial ladder truck, ambulance) as needed and agreed by both agencies as part of an apparatus rotation program. The reserve apparatus are attached hereto as Exhibit A and incorporated by this reference.

- ii. Each Party remains solely responsible for its own respective vehicles, equipment, and employees when using the other Party's reserve apparatus.
- iii. Both Clive and Urbandale agree to maintain an equipment inventory and inspection information for each piece of apparatus, on a form to be developed and mutually agreed to by each Fire Chief, which will be completed when the apparatus is delivered and returned each time.
- iv. The Parties agree to work in good faith to apportion any costs for damage to apparatus that may occur while a Party is using the other Party's reserve apparatus.
- v. Both Clive and Urbandale agree to make available, as reasonable either front-line or reserve apparatus as needed for special events.
- vi. Both Clive and Urbandale agree to standardize Emergency Vehicle Operator (EVO) training and Fire Apparatus Operator (FAO) training and qualifications for ambulance drivers and driver/engineer qualifications.

D. Annual Service/Maintenance Agreement. Clive and Urbandale acknowledge they will enter into a separate service/maintenance agreement for EMS and fire apparatus.

E. The Parties agree to operational alignments consistent with the terms of this Agreement, including:

- i. Training and qualifications of firefighters
- ii. Training and qualification of EMS personnel
- iii. Training and qualification of driver/operators
- iv. Training and qualification in agreed capability level for special operations
- v. Training and qualifications of company officers

VI. INSURANCE

Each Party agrees to secure and maintain through the duration of this Agreement property, casualty, and liability insurance; and workers' compensation insurance as statutorily required by the State of Iowa to reasonably cover the building(s), property, and employees of each respective Party under the terms of this Agreement.

VII. BUDGET AND COST ALLOCATION.

This Agreement does not prohibit the potential consideration of cost allocations between the Cities if an imbalance of the Services develops or exists, including any decision by one of the Parties to relocate a Fire Station during the term of this Agreement that may unduly impact the amount of response from the other Party's fire station location.

The Party providing Services at a hazardous substance or condition incident (as defined in Iowa Administrative Code Section 567-133.1(2)) may bill the responsible person (as defined by Iowa Administrative Code Sections 567-133.2 and 133.3) to reclaim costs associated with responding to the incident.

Annually, by November 1, Urbandale or Clive shall notify the other of any issues related to the agreed upon apparatus replacement schedule for the next fiscal year.

VIII. LIABILITY AND INDEMNIFICATION

To the extent allowed by law, each party agrees to indemnify and to hold the other party, its elected officers, agents, employees and successors and assigns, harmless from and against all third party claims, demands actions and/or causes of actions, judgments, settlements, or other costs, including reasonable attorney's fees, which the other party, its successors and assigns, may incur or sustain a) by reason of the indemnifying party's breach of this Agreement (including, but not limited to, any financial obligations herein), or b) by reason of the torts of the indemnifying party. This Agreement shall not extend the liability of either City and each City is authorized to insure any and all liabilities which may be incurred as a result of this Agreement or operations under it and where appropriate to accept insurance in lieu of other indemnification. Nothing in this Article VIII shall be deemed to limit the right of a City to defend against any claim or the application of any and all available protections and defenses under state and federal law, including, but not limited to, the Iowa Torts Claims Act.

For the avoidance of doubt, it is the intention of the parties that each party hereto shall bear the risks and liabilities associated with the acts or omissions of their respective employees, agents, and representatives.

This article shall survive the termination of this Agreement where necessary to protect each Party to this Agreement.

IX. AGREEMENT – METHOD OF APPROVAL AND FILING WITH SECRETARY OF STATE

The parties hereto approve this Agreement by Resolution, which Resolution shall authorize the respective Mayors to execute this Agreement. When this Agreement has been approved by the parties hereto, this Agreement shall be filed by Urbandale with the Secretary of the State of Iowa in accordance with the provisions of Iowa Code Section 28E.8 by Urbandale, and Urbandale shall file all required subsequent biennial reports with the Secretary of State of Iowa.

X. DURATION AND TERMINATION

This Agreement shall be effective from July 1, 2025, until terminated. Either party may terminate the agreement after providing twenty-four months' prior written notice to the other Party.

XI. EFFECT OF TERMINATION

No joint or shared property is contemplated in this Agreement. Following termination, each Party shall retain ownership and liability for its own respective property, including equipment and vehicles.

XII. NOTICES.

Any notice under this Agreement shall be in writing and shall be deemed to be given when deposited in the United States Post Office.

- a. Notices to Clive shall be addressed:

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

- b. Notices to Urbandale shall be addressed to:

City Manager
City of Urbandale
3600 86th Street
Urbandale, IA 50322

- c. If during the term of this Agreement either party shall change the address of its City Hall or seat of municipal government, it shall notify the other of said new address and the new address shall be by mutual agreement substituted for the address herein provided.

XIII. DISPUTE RESOLUTION

The parties shall endeavor in good faith to resolve claims, disputes and other matters in question between them by mutual agreement and, in the event, they cannot agree, shall submit same to mediation which shall be in accordance with Iowa Code Chapter 679C, unless otherwise mutually agreed by the parties. A request for mediation shall be given in writing to the other party to this Agreement. The parties shall mutually agree upon a mediator within thirty (30) days of receipt of the written request for mediation. Mediation shall be a mandatory prerequisite to litigation or other means of dispute resolution.

The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in a mutually agreeable location. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

Any legal claim brought under this Agreement shall be filed in the Iowa District Court in and for Polk County, unless otherwise mutually agreed to by the parties.

XIV. MISCELLANEOUS

- A. This Agreement is entered into solely for the benefit of the goals and objectives of

Clive and Urbandale as expressly provided herein and does not create any rights in any other person.

- B. Unless otherwise provided in this Agreement, any liabilities, debts, or other obligations by Clive or Urbandale shall not be the responsibility of the other community.
- C. This Agreement is not intended to abrogate or unnecessarily amend any other existing agreements between the parties.
- D. This Agreement is a voluntary undertaking of the City of Clive and City of Urbandale. It is not the intent of the two cities to create a new legal entity by this Agreement.
- E. Clive and Urbandale shall pay its own respective costs incurred to negotiate, amend, abide by, or terminate this Agreement.
- F. In case any one or more of the provisions contained in this Agreement shall be declared invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.
- G. Waiver of any provision of this Agreement shall not be deemed a waiver of future compliance therewith and such provision shall remain in full force and effect.
- H. Nothing in this Agreement, express or implied, is intended to confer upon any party, other than the parties hereto (and their respective heirs, legal representatives, successors and permitted assigns), any rights, remedies, obligations or liabilities under or by reason of this Agreement.
- I. Any amendment to this Agreement shall be in writing and approved by resolution of the Clive City Council and Urbandale City Council.
- J. This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Iowa.

EXHIBIT A - Reserve Apparatus by Department

Clive Fire Department

One- Class A fire engine

One- ALS ambulance

Urbandale Fire Department

One- Quint aerial ladder truck

One- ALS ambulance

CITY OF CLIVE, IOWA

By: _____
John Edwards, Mayor

ATTEST:

Matthew Graham, City Clerk

STATE OF IOWA)
) ss
COUNTY OF POLK)

On this _____ day of _____, 2025, before me, the undersigned, a Notary Public in and for the state of Iowa, personally appeared John Edwards and Matthew Graham to me known to be the Mayor and City Clerk, respectively, of the City of Clive, Iowa; that the seal affixed is the corporate seal of the City, and that the instrument was signed and sealed on behalf of the City, by authority of its City Council as contained in the resolution passed on the _____ day of _____, 2025 by the City Council of the City of Clive, Iowa, and that the Mayor and the City Clerk acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the City, by it voluntarily executed.

Notary Public

CITY OF URBANDALE, IOWA

By: _____
Robert Andeweg, Mayor

ATTEST:

Nicole Lunders, City Clerk

STATE OF IOWA)
) ss
COUNTY OF POLK)

On this _____ day of _____, 2025, before me, the undersigned, a Notary Public in and for the state of Iowa, personally appeared Robert Andeweg and Nicole Lunders, to me known to be the Mayor and City Clerk, respectively, of the City of Urbandale, Iowa; that the seal affixed is the corporate seal of the City, and that the instrument was signed and sealed on behalf of the City, by authority of its City Council as contained in the resolution passed on the _____ day of _____, 2025 by the City Council of the City of Urbandale, Iowa, and that the Mayor and the City Clerk acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the City, by it voluntarily executed.

Notary Public

4927-1413-7403-1\11285-1000



Clive Fire Department

Collaborations Updates



- **Clive Fire Department & Urbandale Fire Station 43**
 - **Shared Services / Operational Alignment**
 - **City of Urbandale Maintenance Program**
 - **Utilization of U322 and Medic SUV**

Urbandale Fire Station 43



- Evergreen Document
- Staffing Requirements for St. 43
- Re-Establish our Commitment to St. 43

Shared Services / Operational Alignment

- Closet Unit Dispatching
- Operational Specific Stations (Engine, Ladder, Rescue)
- Sharing of Frontline and Reserve Apparatus
- Standardized Training
- Battalion Chief Utilization
- Standardized Fleet
 - Ambulances
 - Apparatus
 - Staffing/Certification Levels

Shared Services / Operational Alignment

Asset Transfer

- Over a 15-year time period
- Savings of \$84,917.83 / year
- L325 to UFD, E421 to CFD
- Remove Ladder from CEP, Replace with

Engine

	Todays Dollars	Years of Service	Time of Replacement	Total change in cost	Change in cost per year average
Ladder Replacement Cost	\$2,300,000	20	\$ 5,039,583.23	\$ 2,739,583.23	\$ 136,979.16
Engine Replacement Cost	\$975,000	15	\$ 1,755,919.92	\$ 780,919.92	\$ 52,061.33
Total Savings	\$1,325,000			Difference per year	\$ 84,917.83

City of Urbandale Maintenance Program



- Utilizing Urbandale Public Works
- Internal Knowledge of our Apparatus
- Better Fleet Tracking
- Trust in Costs
- Trust in Mechanics
- “House Calls” – They Come to Us
- Proximity to Station 32
 - Less down time

City of Urbandale Maintenance Program



- \$27,500 Shop Fee / Year
- \$60 / Hour
- Other “shops” \$150 / Hour
- Licensed Mechanics
- Battery Issue
 - In-House (Parts: \$400, Labor: \$0)
 - Gabus (\$175 Diagnostic, Parts: \$500, Labor \$150)
 - Total Savings: \$425

Utilization of U322 and Medic SUV



- Utilizing the Utility on Outlined Calls
- Better Resource Utilization
- “3 Calls at once”
- Decline in St. 22 and UFD Utilization
- Less Big Truck Street Time
 - Less Wear and Tear for No Reason
 - Cost Savings / Smarter
- More Time for Public Outreach
- “Smarter Staffing”

Utilization of U322 and Medic SUV



Community Health Coordinator

- More Time for Public Outreach
 - Fire Extinguisher Training
 - School / Daycare Visits
 - CPR Trainings
 - Smoke Detector Installation
- 2 EMS calls, and a full operational Engine
 - While utilizing a CCH
- Pt Follow-Up's



**Right People at the
Right Place, at the
Right Time, with the
Right Resources**



What's Next?



Memo

TO: Mayor and Council members

FROM: Clay Garcia, Fire Chief

DATE: May 22, 2025

RE: Resolution Approving 28E Agreement for Emergency Medical Services and Fire Apparatus Maintenance and Service

SYNOPSIS:

As the Council will recall from the presentation (attached for reference) given on January 9th on the Clive Fire Department Collaboration efforts, the PowerPoint outlines key efforts being made to align key steps to further align the operations of the Clive Fire Department and the Urbanable Fire Department. I am pleased to present the final document on our 28E Agreement for Emergency Medical Services and Fire Apparatus Maintenance and Service. This agreement outlines the legality and administration of the City of Clive Fire Department to utilize the City of Urbandales Fleet Maintenance shop for repairs and service work.

Resolution Approving 28E Agreement for Emergency Medical Services and Fire Apparatus Maintenance and Service

- This agreement allows the Clive Fire Department to utilize Urbandale's Fleet Maintenance shop
- We trust the opinion of the mechanics. They have the ability to stock parts on site, internal knowledge of our vehicles, fleet service and maintenance tracking and reports, "house calls" - they will come to us, closer to Station 32, and much shorter out of service times.
- Urbandale fleet staff are licensed and certified to perform the work on our apparatus.
- There is an annual fee of \$31,200 for a shop fee, and an hourly fee of \$64 + parts
- Legal Council has reviewed this 28E and has no further recommendations.

Attachments:

1. Clive City Council Collaboration Update
2. RESOLUTION APPROVING 28E AGREEMENT FOR FIRE APPARATUS MAINTNANVE AND SERVICE 5-15-2025
3. Service and Maintenance 28E Agreement 5-15-2025



Clive Fire Department

Collaborations Updates



- **Clive Fire Department & Urbandale Fire Station 43**
 - **Shared Services / Operational Alignment**
 - **City of Urbandale Maintenance Program**
 - **Utilization of U322 and Medic SUV**

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- Staffing Requirements for St. 43
- Re-Establish our Commitment to St. 43

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 - CPR Trainings
 - Smoke Detector Installation
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 - While utilizing a CCH
- Pt Follow-Up's



**Right People at the
Right Place, at the
Right Time, with the
Right Resources**



What's Next?

RESOLUTION NO. _____

RESOLUTION APPROVING 28E AGREEMENT FOR
EMERGENCY MEDICAL SERVICES AND FIRE APPARATUS MAINTENANCE
AND SERVICE AGREEMENT
CITY OF CLIVE AND CITY OF URBANDALE

WHEREAS, the City of Clive (the "City") desires to enter into this 28E Agreement ("Agreement"), between the City of Clive and the City of Urbandale on the joint operations of Urbandale Station 43 located at 15100 Meredith Dr. Urbandale IA 50323

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

That the City approves the 28E Agreement for Emergency Medical Services and Apparatus Maintenance and Service with the City of Urbandale.

PASSED AND APPROVED THIS 22nd day of May 2025.

By: _____
John Edwards, Mayor

ATTEST:

By: _____
Matthew Graham, City Clerk

28E AGREEMENT
EMERGENCY MEDICAL SERVICES AND FIRE APPARATUS
MAINTENANCE AND SERVICE AGREEMENT
CITY OF CLIVE AND CITY OF URBANDALE

THIS 28E AGREEMENT (“Agreement”), made and entered into this _____ day of _____, 2025 (“Effective Date”), by and among City of Clive, Iowa, an Iowa municipal corporation, and the City of Urbandale, Iowa (“Urbandale”), an Iowa municipal corporation (collectively referred to as the “Parties”).

WHEREAS, the City of Clive has a responsibility to maintain its emergency vehicles to respond to emergency EMS and Fire incidents; and

WHEREAS, both the City of Clive and the City of Urbandale have expressed a desire to work together through their Closest Unit Response and Operational Alignment 28E Agreements, in which the cities of Clive and Urbandale coordinate response to emergency service calls within their respective jurisdictions; and

WHEREAS, both Clive and Urbandale own vehicles and apparatus that serve both communities under the provisions of the aforementioned joint response agreements, and common maintenance for all such vehicles and apparatus is in the best interest of the service area the cities jointly serve; and

WHEREAS, both Clive and Urbandale recognize the value of coordinating EMS and Fire apparatus maintenance, service, and replacement, to best effectuate their response and operational alignment 28E Agreements, and each party finds it is in the best interests of their respective communities to enter into a service agreement for maintenance of Clive’s emergency vehicles.

NOW, THEREFORE, it is agreed by and among the parties as follows:

I. PURPOSE

This Agreement is entered into in accordance with the provisions of the Code of Iowa, Chapter 28E. The purpose of this Agreement is to document the agreements of the Parties regarding the responsibilities for maintenance and allocation of costs between the Parties for EMS and Fire fleet management and maintenance services. Clive and Urbandale’s emergency response vehicles currently serve residents in both Clive and Urbandale pursuant to separate 28E agreements. This Agreement shall not be construed to create any separate legal or administrative entity. After execution by the parties, this Agreement shall be filed with the Iowa Secretary of State in accordance with the provisions of Iowa Code § 28E.8.

II. OWNERSHIP OF VEHICLES AND EQUIPMENT.

Clive shall continue to be the sole owner of its vehicles, as may be replaced, from time to time. Urbandale shall have no financial or legal liability associated with Clive's vehicles and equipment and shall not otherwise be responsible for the vehicles or equipment except as expressly set forth in this Agreement for certain maintenance.

III. SCOPE OF SERVICES

Urbandale agrees to do the following:

1. Urbandale will provide fleet management services, including tracking of all service maintenance and repairs, mileage, and engine hours on all apparatus owned and operated by the Clive Fire Department.
2. Urbandale will make recommendations to Clive as to the need for apparatus replacement, rotation, or service/maintenance not covered in this Agreement.
3. Urbandale will provide scheduled services, including engine safety inspections for vehicles owned and operated by the Clive Fire Department, based on manufacturer recommendations for all chassis and body components, except as herein provided.
4. Urbandale will not provide services that:
 - i. Are provided as part of separately contracted inspection/testing agreements between Clive and another third party,
 - ii. Are services provided under warranty with a third party; or
 - iii. Are services outside the scope of maintenance personnel training or certification.
 - iv. Clive will be responsible for any issue which requires towing of any listed apparatus to the Urbandale Parks and Public Works Maintenance Facility, or any other facility Urbandale deems necessary.
5. Prioritization of scheduled fleet services will be scheduled and completed using Urbandale's fleet management system.
6. Routine service, diagnosis, or maintenance will be completed at the most reasonable location for fleet maintenance personnel, typically in-station at Clive Station 32 or at the Urbandale Parks and Public Works Maintenance Facility, 9401 Hickman Road.
7. Any maintenance issue determined to fall outside the scope of service for this Agreement will be communicated to Clive's designated point(s) of contact prior to committing Clive to any costs outside this Agreement.

IV. ADMINISTRATION

This Agreement shall be administered by the Fire Chiefs of Urbandale and Clive. Clive will designate a primary and secondary point of contact within the Clive Fire Department who will be responsible for coordinating maintenance and repairs.

V. BUDGETING AND COSTS

- A. Annual Cost. Clive agrees to pay an annual cost at the beginning of each fiscal year of the term of this Agreement equal to 25% of Urbandale Fire Department's annual fleet maintenance fee. In FY 2025-26, that cost will be \$31,200. Parties will mutually agree on Clive's annual cost adjustment and cost adjustments shall be reported in an annual report to each party's respective Fire Department. This Agreement will not require an amendment as a result of this cost change, but budgets are each subject to the approval of the respective Department's city councils.
- B. Labor. Clive agrees to pay the determined hourly rate established by Urbandale's Public Works – Fleet Maintenance. In FY2025-26, that cost will be \$64.00/hour. This hourly rate is adjusted annually. Parties will mutually agree on an annual labor cost.
- C. Parts. Clive agrees to pay the actual cost for parts (including re-stocking costs) required to complete scheduled services and unscheduled maintenance.
- D. Fluids. Clive agrees to pay the actual cost for all fluids required to complete scheduled services and unscheduled maintenance.
- E. Shop supplies. Shop supplies will not be charged and are included in the annual cost that is budgeted and reported by Urbandale.
- F. Personnel. Urbandale shall provide for salaries and benefits of all Urbandale employees providing service under this Agreement.

VI. RECORDS AND REPORTS

- A. Apparatus defects or repairs will be reported to Clive by Urbandale within a reasonable time.
- B. Urbandale will maintain a record of all services and costs provided under this Agreement and will make these available to Clive in a timely manner, but no less than once every twelve (12) months.
- C. Records will be maintained for the life of each.
- D. Urbandale will maintain its current fleet management system, which the Parties agree is the appropriate standard system for tracking all apparatus included in the Agreement and for making fleet recommendations.
- E. Upon request of Clive, Urbandale will provide Clive with reports on fleet, or individual apparatus. The Parties may agree to a specific reporting schedule from time to time, as the Fire Chiefs deem appropriate.

VII. BILLING

- A. Annually, by December 15, Urbandale shall deliver to Clive for their review and comment on the projected annual cost budget for fleet maintenance, including the budgeted hourly labor rate for the next fiscal year, which is subject to the approval of both Clive and Urbandale City Councils. That amount may change during the budget certification process and any changes to the projected rate will be forwarded to Clive for inclusion in the budgeting process.

Clive shall have 30-days to propose modifications to the proposed Service and Maintenance Budget in accordance with service delivery standards within this Agreement. If necessary, both Fire Chiefs, Urbandale's Public Works Assistant Director, and Urbandale's Engineering Director will meet to review the proposal and reach an agreement. If this group cannot reach an agreement on a proposed Budget, a working panel consisting of the Clive Fire Chief, City Manager and Mayor, along with the Urbandale Fire Chief, City Manager and Mayor shall meet to determine a mutually agreeable Service and Maintenance budget. That budget shall be adopted as part of the city's State required budget process.

- B. Clive shall pay the annual fee to Urbandale within thirty (30) days of receipt.
- C. In addition, Clive agrees to pay for services and repairs on an as-completed basis as billed by Urbandale. Each service performed by Urbandale on a Clive vehicle will be billed to Clive for payment. Each bill will include the following itemization of costs for the service performed:
 - 1. Vehicle
 - 2. Service/maintenance description
 - 3. Costs by type (parts, fluids, labor)
 - 4. Total invoice amount
- D. Each service and repair invoice will contain all services provided for the specific vehicle. Clive agrees to pay the submitted invoice within 30 days of receipt.
- E. As requested, Urbandale will provide vehicle service reports by vehicle listing the maintenance/repairs completed, the cost for each service, and the summary of costs for each vehicle within the requested time period.
- F. Annually Clive will provide Urbandale with an updated list of Fire Department apparatus.

VIII. INDEMNIFICATION

To the extent allowed by law, each party agrees to indemnify and to hold the other party, its elected officers, agents, employees and successors and assigns, harmless from and against all claims, demands actions and/or causes of actions, judgments, settlements, or other costs, including reasonable attorney's fees, which the other party, its successors and assigns, may incur or sustain a) by reason of the indemnifying party's breach of this Agreement due to failure to legally or timely meet the responsibilities imposed herein (including, but not limited to, any financial obligations herein), or b) by reason of the torts of the indemnifying party. This Agreement shall not extend the liability of either City and each City is authorized to ensure all liabilities which may be incurred as a result of this Agreement or operations under it and where appropriate to accept insurance in lieu of other indemnification.

For the avoidance of doubt, it is the intention of the parties that each party hereto shall bear the risks and liabilities associated with the acts or omissions of their respective employees, agents, and representatives.

This article shall survive the termination of this Agreement where necessary to protect each Party to this Agreement.

IX. INSURANCE

Both Parties agree to provide workers' compensation coverage to its respective employees in accordance with State of Iowa rules and regulations. Urbandale shall further provide and maintain property, liability, vehicle, and other coverages deemed necessary by Urbandale for its personnel and its equipment in conjunction with this Agreement.

Clive shall provide and maintain property, liability, and other coverages for its vehicles and drivers deemed necessary by Clive in conjunction with this Agreement. Clive shall be responsible for claims related to maintenance, oversight, or other vehicle or equipment related issues identified by Urbandale.

X. AGREEMENT – METHOD OF APPROVAL AND FILING WITH SECRETARY OF STATE

The parties hereto approve this Agreement by Resolution, which Resolution shall authorize the respective Mayors to execute this agreement. When this agreement has been approved by the parties hereto, Urbandale shall file this Agreement with the Secretary of the State of Iowa in accordance with the provisions of Iowa Code Section 28E.8. Urbandale shall also file all required subsequent biennial reports with the Secretary of State of Iowa.

XI. DURATION AND TERMINATION

This Agreement shall be effective from July 1, 2025, until terminated. Either party may terminate the agreement after providing twelve-months' written notice to the other Party.

XII. EFFECT OF TERMINATION

No joint or shared property is contemplated in this Agreement. Following termination, each Party shall retain ownership and liability for its own respective property, including equipment and vehicles.

XIII. NOTICES.

Any notice under this Agreement shall be in writing and shall be deemed to be given when deposited in the United States Post Office.

- a. Notices to Clive shall be addressed:

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

- b. Notices to Urbandale shall be addressed to:

City Manager
City of Urbandale
3600 86th Street

Urbandale, IA 50322

- c. If during the term of this agreement either party shall change the address of its City Hall or seat of municipal government, it shall notify the other of said new address and the new address shall be by mutual agreement substituted for the address herein provided.

XIV. DISPUTE RESOLUTION

The parties shall endeavor in good faith to resolve claims, disputes and other matters in question between them by mutual agreement and, in the event, they cannot agree, shall submit same to mediation which shall be in accordance with Iowa Code Chapter 679C, unless otherwise mutually agreed by the parties. A request for mediation shall be given in writing to the other party to this Agreement. The parties shall mutually agree upon a mediator within thirty (30) days of receipt of the written request for mediation. Mediation shall be a mandatory prerequisite to litigation or other means of dispute resolution.

The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in a mutually agreeable location. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

Any legal claim brought under this Agreement shall be filed in the Iowa District Court in and for Polk County, unless otherwise mutually agreed to by the parties.

XV. MISCELLANEOUS

- A. This Agreement is entered into solely for the benefit of the goals and objectives of Clive and Urbandale as expressly provided herein and does not create any rights in any other person.
- B. Unless otherwise provided in this Agreement, obligations of Clive or Urbandale shall not be the responsibility of the other community.
- C. This Agreement is not intended to abrogate or unnecessarily amend any other existing agreements between the parties.
- D. This Agreement is a voluntary undertaking of the City of Clive and City of Urbandale. It is not the intent of the two cities to create a new legal entity by this Agreement.
- E. Clive and Urbandale shall each pay its own respective costs incurred to negotiate, amend, abide by, or terminate this Agreement.
- F. After approval of this Agreement by resolution of both cities and execution by the parties, this Agreement shall be filed with the Iowa Secretary of State in accordance with the provisions of Iowa Code § 28E.8.

- G. In case any one or more of the provisions contained in this Agreement shall be declared invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.
- H. Waiver of any provision of this Agreement shall not be deemed a waiver of future compliance therewith and such provision shall remain in full force and effect.
- I. Nothing in this Agreement, express or implied, is intended to confer upon any party, other than the parties hereto (and their respective heirs, legal representatives, successors and permitted assigns), any rights, remedies, obligations or liabilities under or by reason of this Agreement.
- J. Any amendment to this Agreement shall be in writing and approved by resolution of the Clive City Council and Urbandale City Council.
- K. This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Iowa.

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CITY OF CLIVE, IOWA

By: _____
John Edwards, Mayor

ATTEST:

Matthew Graham, City Clerk

STATE OF IOWA)
) ss
COUNTY OF POLK)

On this _ day of _ , 2025, before me, the undersigned, a Notary Public in and for the state of Iowa, personally appeared John Edwards and Matthew Graham to me known to be the Mayor and City Clerk, respectively, of the City of Clive, Iowa; that the seal affixed is the corporate seal of the City, and that the instrument was signed and sealed on behalf of the City, by authority of its City Council as contained in the resolution passed on the _____ day of _ , 2025 by the City Council of the City of Clive, Iowa, and that the Mayor and the City Clerk acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the City, by it voluntarily executed.

Notary Public

CITY OF URBANDALE, IOWA

By: _____
Robert Andeweg, Mayor

ATTEST:

Nicole Lunders, City Clerk

STATE OF IOWA)
) ss
COUNTY OF POLK)

On this _ day of _ , 2025, before me, the undersigned, a Notary Public in and for the state of Iowa, personally appeared Robert Andeweg and Nicole Lunders, to me known to be the Mayor and City Clerk, respectively, of the City of Urbandale, Iowa; that the seal affixed is the corporate seal of the City, and that the instrument was signed and sealed on behalf of the City, by authority of its City Council as contained in the resolution passed on the _____ day of _ , 2025 by the City Council of the City of Urbandale, Iowa, and that the Mayor and the City Clerk acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the City, by it voluntarily executed.

Notary Public



Memo

TO: Mayor and Council members

FROM: Matt McQuillen, City Manager

DATE: May 22, 2025

RE: Resolution Authorizing the Amendment to the Intergovernmental Agreement Between the City of Clive and Greater Des Moines Convention & Visitors Bureau for the Promotion of Tourism and Convention Activities in the Greater Des Moines Area

SYNOPSIS:

The City of Clive, along with 13 other Des Moines area metro government entities, partner with Greater Des Moines Convention & Visitors Bureau (CVB) for the promotion of tourism and convention activities in the greater Des Moines area. Funding to CVB is primarily derived through hotel/motel tax revenues each community receives in accordance with Chapter 423A of the Code of Iowa.

The 28E Agreement signed in 1985 between the City and CVB, outlines the allocation to CVB be 2/7ths (or 28.57%) of Clive's collected hotel/motel tax. For Fiscal Year 2023-24, the total amount collected by the City in hotel/motel tax revenue was \$921,701, of which \$263,343.20 was sent to CVB per the stipulations of the 28E agreement.

With recent legislative changes to the property tax system in Iowa, specifically limitations on property tax revenue growth imposed by House File 718, this necessitates a comprehensive review of the City's expenditures and revenue allocation strategies to ensure the City's long-term financial stability.

The proposal recommends amending the City's existing 28E agreement with CVB to reduce the City's allocation of hotel/motel tax revenue to CVB from 28.57% to 25%. This adjustment is projected to generate a notable increase in the City's available hotel/motel tax revenue that can be kept by the City, providing greater flexibility in funding cultural, economic development, and recreational projects in the city while still maintaining a significant level of support to advance regional cultural priorities.

While the recently adopted FY 2025-26 budget maintains the current 28.57% contribution level with CVB, based on the estimated hotel/motel revenue to be collected and allocated to CVB, the allocation reduction from 28.57% to 25% would result in \$35,700 in hotel/motel tax revenue kept by the City during FY 2025-26. This revenue retained by the City can be strategically allocated to offset budget shortfalls arising from the property tax limitations or be reinvested in other community priorities related to cultural, economic development, and recreational projects.

- Current agreement – CVB contributions for Adopted FY 2025-26: \$285,700
- Proposed agreement – CVB contributions for Adopted FY 2025-26: \$250,000
- Difference: \$35,700

The actual fiscal impact will be directly proportional to the annual hotel/motel tax revenue collected. Fluctuations in tourism and economic conditions will influence the exact amount of additional revenue generated. However, the proposed percentage reduction will consistently yield a greater share of these revenues for the City.

As of the writing of this memo the cities of Ankeny, Altoona, Des Moines, Johnston, Pleasant Hill, Polk City and Urbandale have adopted similar amended agreements with CVB. West Des Moines will be considering the same amendment at their May 19 meeting. The City Manager recommends your consideration and adoption of the amended agreement with the Greater Des Moines Convention & Visitors Bureau.

Attachments:

1. Res Approving CVB 28E Amend Agree 5-22-25
2. Amendment to 28E Agreement-CVB Final 5-22-25

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE AMENDMENT TO THE INTERGOVERNMENTAL
AGREEMENT, MADE PURSUANT TO IOWA CODE-CHAPTER 28E, BETWEEN THE
CITY OF CLIVE, IOWA AND GREATER DES MOINES CONVENTION & VISITORS
BUREAU FOR THE PROMOTION OF TOURISM AND CONVENTION
ACTIVITIES IN THE GREATER DES MOINES AREA

WHEREAS, Greater Des Moines Convention & Visitors Bureau (“CVB”) an Iowa not-for-profit corporation, is organized for the purpose of marketing the Greater Des Moines area as a visitor destination, increasing economic growth and enhancing visitor experience; and

WHEREAS, the City of Clive is part of a 28E Agreement with the CVB; and

WHEREAS, the City of Clive values its partnerships with local organizations that provide essential services and contribute to the quality of life for its residents; and

WHEREAS, the enactment of HF 718 by the Iowa State Legislature imposes limitations on the amount of property tax revenue that municipalities, including the City of Clive, are permitted to collect; and

WHEREAS, this aforementioned state law necessitates a comprehensive review and potential adjustment of the City's budget, expenditures, and financial commitments to ensure continued fiscal responsibility and the sustainable provision of City services; and

WHEREAS, the City Council deems it necessary and in the best interest of the City of Clive and its residents to adjust the percentage of designated hotel/motel tax revenue allocated to the CVB to align with current fiscal conditions and modify the Agreement accordingly.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Clive, Iowa that the Mayor or their designee is authorized to execute the proposed Amendment to the Intergovernmental 28E Agreement with the Greater Des Moines Convention & Visitors Bureau, as presented.

PASSED AND APPROVED this 22nd day of May, 2025.

CITY OF CLIVE, IOWA

By: _____
John Edwards, Mayor

ATTEST:

By: _____
Matthew Graham, City Clerk

AMENDMENT TO INTERGOVERNMENTAL AGREEMENT
FOR THE PROMOTION OF TOURISM AND CONVENTION ACTIVITIES
IN THE GREATER DES MOINES AREA

This AMENDMENT TO INTERGOVERNMENTAL AGREEMENT FOR THE PROMOTION OF TOURISM AND CONVENTION ACTIVITIES IN THE GREATER DES MOINES AREA (this “Amendment”) is made and entered into this ____ day of _____, 2025, by and among the CITY OF ALTOONA, IOWA, the CITY OF ANKENY, IOWA, the CITY OF CLIVE, IOWA, the CITY OF DES MOINES, IOWA, the CITY OF GRIMES, IOWA, the CITY OF JOHNSTON, IOWA, the CITY OF PLEASANT HILL, IOWA, the CITY OF URBANDALE, IOWA, the CITY OF WEST DES MOINES, IOWA, the CITY OF WINDSOR HEIGHTS, IOWA, (collectively, the “Municipalities”) and the COUNTY OF POLK, IOWA (the “County”).

WHEREAS, each of the Municipalities and the County is a party to that certain Intergovernmental Agreement for the Promotion of Tourism and Convention Activities in the Greater Des Moines Area entered into and pursuant to the provisions of Chapter 28E of the Code of Iowa, and filed of record in Polk County, Iowa, on May 13, 1985, at Book 5452, Page 479, as subsequently amended from time to time (the “Agreement”); and

WHEREAS, each of the Municipalities and the County desire to amend the provisions of the Agreement regarding the payment to the Greater Des Moines Convention and Visitors Bureau, Inc. (“CVB”).

NOW, THEREFORE, in consideration of the foregoing, and the mutual covenants and agreements contained herein, the parties to this Amendment agree as follows, notwithstanding any provisions of the Agreement:

1. Section IV of the Agreement is amended to read in its entirety as follows:

The purpose of this agreement is to facilitate and support increased promotion of tourism and convention activities in the greater Des Moines, Iowa metropolitan area through the joint allocation of approximately 25% of the 7% Hotel-Motel tax to be imposed (subject to voter approval) by each of the Governments to the Greater Des Moines convention and visitors Bureau, Inc., an Iowa nonprofit corporation (the “CVB”).

2. Section VII(B) of the Agreement is amended to read in its entirety as follows:

Notwithstanding Article III of the Agreement, beginning on the date this Amendment is adopted by the governing bodies of the member Governments, each Government agrees to pay directly to the CVB 25% of its Hotel-Motel Tax Revenues for use by the CVB in the promotion of tourism and convention activities in the Greater Des Moines, Iowa area throughout the initial term of this agreement and throughout all extensions of this Agreement, subject to the provisions of paragraph C of this Article VII. Such

payments shall be made to the CVB within 30 days of the receipt by such government of each remittance made by the Treasurer of the State of Iowa to such government from the local transient guest tax fund in accordance with the provisions of chapter 423A of the Code of Iowa, 2023 or similar successor provisions, and the rules promulgated by the director of the Iowa Department of Revenue thereunder, or similar provisions. Each government shall be obligated to pay such sums to the CVB out of its general fund only to the extent that Hotel-Motel Tax Revenues have been credited to such general fund.

3. Except as specifically amended hereby, the Agreement shall continue in full force and effect.
4. This Amendment is entered into pursuant to the provisions of Chapter 28E of the Code of Iowa. The parties hereto shall cause this Agreement to be filed with the Secretary of State of Iowa in an electronic format in accordance with the provisions of Iowa Code Section 28E.8.

IN WITNESS WHEREOF, the undersigned Municipalities and County have executed this Amendment.

City of Altoona, Iowa

By: _____
Name: _____
Mayor

ATTEST:

By: _____
Name: _____
City Clerk

STATE OF IOWA, COUNTY OF POLK

This record was acknowledged before me on _____ by
_____ and _____ as Mayor and
City Clerk, respectively, of the City of Altoona, Iowa.

Signature of Notary Public

City of Ankeny, Iowa

By: _____
Name: _____
Mayor

ATTEST:

By: _____
Name: _____
City Clerk

STATE OF IOWA, COUNTY OF POLK

This record was acknowledged before me on _____ by
_____ and _____ as Mayor
Mayor and City Clerk, respectively, of the City of Ankeny, Iowa.

Signature of Notary Public

City of Bondurant, Iowa

By: _____
Name: _____
Mayor

ATTEST:

By: _____
Name: _____
City Clerk

STATE OF IOWA, COUNTY OF POLK

This record was acknowledged before me on _____ by
_____ and _____ as Mayor and
City Clerk, respectively, of the City of Bondurant, Iowa.

Signature of Notary Public

City of Clive, Iowa

By: _____
Name: _____
Mayor

ATTEST:

By: _____
Name: _____
City Clerk

STATE OF IOWA, COUNTY OF POLK

This record was acknowledged before me on _____ by
_____ and _____ as Mayor and
City Clerk, respectively, of the City of Clive, Iowa.

Signature of Notary Public

City of Des Moines, Iowa

By: _____
Name: _____
Mayor

ATTEST:

By: _____
Name: _____
City Clerk

STATE OF IOWA, COUNTY OF POLK

This record was acknowledged before me on _____ by
_____ and _____ as Mayor and
City Clerk, respectively, of the City of Des Moines, Iowa.

Signature of Notary Public

City of Grimes, Iowa

By: _____
Name: _____
Mayor

ATTEST:

By: _____
Name: _____
City Clerk

STATE OF IOWA, COUNTY OF POLK

This record was acknowledged before me on _____ by
_____ and _____ as Mayor and
City Clerk, respectively, of the City of Grimes, Iowa.

Signature of Notary Public

City of Indianola, Iowa

By: _____
Name: _____
Mayor

ATTEST:

By: _____
Name: _____
City Clerk

STATE OF IOWA, COUNTY OF WARREN

This record was acknowledged before me on _____ by
_____ and _____ as Mayor and
City Clerk, respectively, of the City of Indianola, Iowa.

Signature of Notary Public

City of Johnston, Iowa

By: _____
Name: _____
Mayor

ATTEST:

By: _____
Name: _____
City Clerk

STATE OF IOWA, COUNTY OF POLK

This record was acknowledged before me on _____ by
_____ and _____ as Mayor and
City Clerk, respectively, of the City of Johnston, Iowa.

Signature of Notary Public

City of Norwalk, Iowa

By: _____

Name: _____

Mayor

ATTEST:

By: _____

Name: _____

City Clerk

STATE OF IOWA, COUNTY OF POLK

This record was acknowledged before me on _____ by
_____ and _____ as Mayor and
City Clerk, respectively, of the City of Norwalk, Iowa.

Signature of Notary Public

City of Pleasant Hill, Iowa

By: _____
Name: _____
Mayor

ATTEST:

By: _____
Name: _____
City Clerk

STATE OF IOWA, COUNTY OF POLK

This record was acknowledged before me on _____ by
_____ and _____ as Mayor and
City Clerk, respectively, of the City of Pleasant Hill, Iowa.

Signature of Notary Public

City of Polk City, Iowa

By: _____
Name: _____
Mayor

ATTEST:

By: _____
Name: _____
City Clerk

STATE OF IOWA, COUNTY OF POLK

This record was acknowledged before me on _____ by
_____ and _____ as Mayor and
City Clerk, respectively, of the City of Polk City, Iowa.

Signature of Notary Public

City of Urbandale, Iowa

By: _____
Name: _____
Mayor

ATTEST:

By: _____
Name: _____
City Clerk

STATE OF IOWA, COUNTY OF POLK

This record was acknowledged before me on _____ by
_____ and _____ as as Mayor
and City Clerk, respectively, of the City of Urbandale, Iowa.

Signature of Notary Public

City of West Des Moines, Iowa

By: _____
Name: _____
Mayor

ATTEST:

By: _____
Name: _____
City Clerk

STATE OF IOWA, COUNTY OF POLK

This record was acknowledged before me on _____ by
_____ and _____ as Mayor and
City Clerk, respectively, of the City of West Des Moines, Iowa.

Signature of Notary Public

City of Windsor Heights, Iowa

By: _____
Name: _____
Mayor

ATTEST:

By: _____
Name: _____
City Clerk

STATE OF IOWA, COUNTY OF POLK

This record was acknowledged before me on _____ by
_____ and _____ as Mayor and
City Clerk, respectively, of the City of Windsor Heights, Iowa.

Signature of Notary Public

County of Polk County, Iowa

By: _____
Name: _____
Mayor

ATTEST:

By: _____
Name: _____
City Clerk

STATE OF IOWA, COUNTY OF POLK

This record was acknowledged before me on _____ by
_____ and _____ as _____
_____ and _____, respectively, of the Polk County, Iowa.

Signature of Notary Public



Memo

TO: Mayor and Council members

FROM: Matt McQuillen, City Manager

DATE: May 22, 2025

RE: Resolution Approving the Amendment to the Intergovernmental Agreement Between the City of Clive and Bravo Greater Des Moines Inc. for the Benefit of the Cultural Community

SYNOPSIS:

The City of Clive, along with 16 other Des Moines area metro government entities, partner with Bravo Greater Des Moines Inc. (Bravo) to support the collaboration and coordination of funding among cultural organizations of the Greater Des Moines area. Funding to Bravo is primarily derived through hotel/motel tax revenues each community receives in accordance with Chapter 423A of the Code of Iowa.

The 28E Agreement signed in 2011 between the City and Bravo outlines the allocation to Bravo be 2/7ths (or 28.57%) of Clive's collected hotel/motel tax. For Fiscal Year 2023-24, the total amount collected by the City in hotel/motel tax revenue was \$921,701, of which \$263,343.20 was sent to Bravo per the stipulations of the 28E agreement.

With recent legislative changes to the property tax system in Iowa, specifically limitations on property tax revenue growth imposed by House File 718, this necessitates a comprehensive review of the City's expenditures and revenue allocation strategies to ensure the City's long-term financial stability.

The proposal recommends amending the City's existing 28E agreement with Bravo to reduce the City's allocation of hotel/motel tax revenue to Bravo from 28.57% to 25%. This adjustment is projected to generate a notable increase in the City's available hotel/motel tax revenue that can be kept by the City, providing greater flexibility in funding cultural, economic development, and recreational projects in the City while still maintaining a significant level of support to advance regional cultural priorities.

While the recently adopted FY 2025-26 budget maintains the current 28.57% contribution level with Bravo, based on the estimated hotel/motel revenue to be collected and allocated to Bravo, the allocation reduction from 28.57% to 25% would result in \$35,700 in hotel/motel tax revenue kept by the City during FY 2025-26. This revenue retained by the City can be strategically allocated to offset budget shortfalls arising from the property tax limitations or be reinvested in other community priorities related to cultural, economic development, and recreational projects.

- Current agreement – Bravo contributions for Adopted FY 2025-26: \$285,700
- Proposed agreement – Bravo contributions for Adopted FY 2025-26: \$250,000
- Difference: \$35,700

The actual fiscal impact will be directly proportional to the annual hotel/motel tax revenue collected. Fluctuations in tourism and economic conditions will influence the exact amount of additional revenue generated. However, the proposed percentage reduction will consistently yield a greater share of these revenues for the City.

As of the writing of this memo the cities of Ankeny, Des Moines, Johnston, Pleasant Hill, Polk

City, Urbandale and Waukee have adopted similar amended agreements with Bravo. West Des Moines will be considering the same amendment at their May 19 meeting. The City Manager recommends your consideration and adoption of the amended agreement with Bravo Greater Des Moines Inc.

Attachments:

1. Res Approving Bravo 28E Amend Agree 5-22-25
2. Clive - Bravo Agreement Final 5-22-25

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT, MADE PURSUANT TO IOWA CODE-CHAPTER 28E, BETWEEN THE CITY OF CLIVE, IOWA AND BRAVO GREATER DES MOINES INC. FOR THE BENEFIT OF THE CULTURAL COMMUNITY

WHEREAS, Bravo Greater Des Moines, Inc., (“Bravo”) an Iowa not-for-profit corporation, is organized for the purpose of assisting the cultural community of the Greater Des Moines area; and

WHEREAS, the City of Clive is part of a 28E Agreement with Bravo; and

WHEREAS, the City of Clive values its partnerships with local organizations that provide essential services and contribute to the quality of life for its residents; and

WHEREAS, the enactment of HF 718 by the Iowa State Legislature imposes limitations on the amount of property tax revenue that municipalities, including the City of Clive, are permitted to collect; and

WHEREAS, this aforementioned state law necessitates a comprehensive review and potential adjustment of the City's budget, expenditures, and financial commitments to ensure continued fiscal responsibility and the sustainable provision of City services; and

WHEREAS, the City Council deems it necessary and in the best interest of the City of Clive and its residents to adjust the percentage of designated hotel/motel tax revenue allocated to Bravo to align with current fiscal conditions and modify the Agreement accordingly.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Clive, Iowa that the Mayor or their designee is authorized to execute the proposed Amendment to the Intergovernmental 28E Agreement with Bravo Greater Des Moines, Inc. as presented.

PASSED AND APPROVED this 22nd day of May, 2025.

CITY OF CLIVE, IOWA

By: _____
John Edwards, Mayor

ATTEST:

By: _____
Matthew Graham, City Clerk

AGREEMENT BETWEEN THE CITY OF CLIVE AND BRAVO GREATER DES MOINES, INC.

This Agreement is made and entered into on this _____ day of _____, 2025, (the “Execution Date”) by and between the City of Clive, Iowa (the “City of Clive”), and Bravo Greater Des Moines, Inc. (“Bravo”) an Iowa not-for-profit corporation, pursuant to the provisions of Chapter 28E, Code of Iowa. The Agreement shall be effective with respect to Commitments beginning July 1, 2025 (the “Effective Date”).

That inasmuch as Bravo is organized for the purpose of assisting the cultural community of Polk County and contiguous counties (the “Greater Des Moines Area”) in providing an enriched quality of life by increasing cultural awareness, advocacy, and funding, as well as by fostering collaboration among cultural organizations.

That the City of Clive has as a goal the unification and coordination of monies for the use and benefit of the cultural community and specifically the cultural organizations eligible for funding by Bravo. The City of Clive is committed to the reasonable stewardship of monies for arts and cultural purposes.

That the City of Clive and Bravo entered into an Agreement effective July 1, 2011, and, in order to continue the underlying purpose of such prior Agreement, the City of Clive and Bravo desire to enter into this Agreement to replace the prior Agreement as of the Effective Date.

That the City of Clive and Bravo agree as follows:

I. DEFINITIONS

- (1) "Hotel/Motel Tax" means a tax imposed in accordance with Chapter 423A of the Code of Iowa, 2023, or similar successor provisions.
- (2) "Hotel/Motel Tax Revenues" means the funds remitted to the City of Clive by the Treasurer of the State of Iowa from the local Transient Guest Tax Fund in accordance with provisions of Chapter 423A of the Code of Iowa, 2007, and the rules promulgated by the Director of the Iowa Department of Revenue thereunder, or similar successor provisions, representing the proceeds collected by the State of Iowa from the Hotel/Motel Tax imposed by the City of Clive.

II. PRE-CONDITIONS TO OBLIGATIONS OF THE CITY OF CLIVE

The parties understand and intend that the obligation of the City of Clive to make the payments hereunder shall be limited to the Hotel/Motel tax revenues available to the city of Clive and shall not constitute legal indebtedness of the City of Clive within the meaning of any applicable constitutional or statutory debt limitation. In the event that any of the provisions of this Agreement are determined by a court of competent jurisdiction to create, will result in the creation of, such a legal indebtedness of the City of Clive, the enforcement of the payment provisions of this Agreement shall be suspended and the Agreement shall at

all times be construed and applied in such a manner as will preserve the foregoing intent of the parties.

III. COVENANT FROM CITY OF CLIVE

- (1) The City of Clive does hereby agree to pay Bravo for the promotion of arts and cultural activities in the Greater Des Moines Area for the entire term of this Agreement and all extensions thereof, 25% of its Hotel/Motel Tax Revenues attributable after the Effective Date (the “Commitment”) to be distributed and expended by Bravo in the manner set forth in this Agreement and the bylaws of Bravo.
- (2) The City of Clive shall take all action necessary to implement disbursement of the Commitment. Payment of the Commitment to Bravo shall be made no later than 30 days following the date on which the City receives the remittance of Hotel/Motel Tax Revenues.
- (3) If Chapter 423A of the Code of Iowa is amended to permit and the City of Clive subsequently imposes a Hotel/Motel Tax in excess of 7%, the Commitment shall be limited to 25% of Hotel/Motel Tax Revenues derived from the initial 7% of tax.

IV. PURPOSE

The purpose of this Agreement is to facilitate and support the cultural community of the Greater Des Moines Area in providing an enriched quality of life by increasing cultural awareness, advocacy and funding as well as by fostering collaboration among cultural organizations and increasing stability of Bravo in carrying out its goals for the benefit of the Greater Des Moines Area. This Agreement is not intended to establish a separate legal entity.

V. ACCOUNTING OF BENEFITS

- (1) Bravo shall administer the undertakings between the City of Clive and Bravo as described herein, and Bravo shall acquire, hold and disburse its assets, including the Commitment, in accordance with the purpose and terms stated herein and the governing documents of Bravo. Upon request, Bravo shall provide to the City of Clive copies of the governing documents, including applicable bylaws and policy guidelines. The City of Clive hereby appoints its City Manager to administer this Agreement with Bravo, and Bravo hereby appoints its President to administer this Agreement with the City of Clive. Bravo shall post on its website and send via email to the city manager or its designee advance notice of the time, location and agenda for its board meetings and shall provide minutes of action taken via email to the City Manager or its designee.

- (2) The City of Clive and Bravo acknowledge that Polk County and the communities within the Greater Des Moines Area that make payment commitments to Bravo (Polk County and the described communities are together the quote Participating Communities”) and not-for-profit cultural organizations within such Participating Communities may, as part of a cultural improvement capital campaign, apply for grant funding. Bravo shall establish a separate fund to provide matching funds to support the capital campaigns for cultural improvements of Participating Communities and of not-for-profit cultural organizations within such Participating Communities (the “Fund”). Bravo shall allocate a portion of the Commitment payments from all Participating Communities to create a minimum required balance of \$150,000 and \$450,000 in the Fund at the commencement of each fiscal year. In order to increase the amount of funding available for cultural improvement capital campaigns, an additional \$150,000 shall be added to the Fund each fiscal year provided that the Fund does not exceed and end of fiscal year balance of \$450,000. For a not-for-profit cultural organization to be eligible to receive a disbursement from the Fund, the not-for-profit cultural organization must make a presentation regarding its capital campaign to Bravo before the not-for-profit cultural organization approaches any of the Participating Communities for a contribution. Bravo, in its reasonable discretion shall make determinations on Fund disbursements for proposed capital campaigns within the Participating Communities in such manner that will enhance the competitiveness of the grant funding applications and further the purpose of this Agreement. The City of Clive and Bravo acknowledge that any matching funds provided by Bravo for a not-for-profit cultural organization’s capital campaign shall not be intended or construed as the sole or exclusive capital funding source to be provided by Participating Communities for such project.
- (3) Bravo shall present to the City Manager of the City of Clive no later than 30 days after Bravo’s Board of Directors approves Bravo’s audited fiscal year financial statements, a full accounting of Bravo’s revenues, disbursements and operations for such year in a form reasonably acceptable to the City (“Financial Statements”). The Financial Statements will include a summary of the disbursement awards made by Bravo during the fiscal year, including for each recipient of an award the amount awarded and a brief description of the approved uses for the award. Upon request, Bravo shall provide the City of Clive with copies of recipient funding Agreements. The fiscal year of Bravo ends each June 30.
- (4) The Financial Statements shall be prepared by Bravo and certified by an independent auditor selected by Bravo.

VI. OPERATIONS AND FINANCES

Bravo shall prepare and submit to the Clive City Council prior to the commencement of each of Bravo’s fiscal years a distribution plan for public funds (the “Plan”). The Plan for the 2025-26 fiscal year shall be submitted to the Clive City Council prior to the Effective Date. All expenditures of public funds by Bravo shall be made pursuant to the Plan.

Notwithstanding anything this Agreement to the contrary, Bravo may, once each fiscal year, submit a revised plan to the Clive City Council and the governing bodies of the other Participating Communities to reallocate up to 10% of the Commitment payments from the City of Clive and contributions by other Participating Communities for the fiscal year.

VII. DURATION AND TERMINATION

- (1) This Agreement shall continue in effect from the Effective Date until terminated in accordance with the terms of this Article VII.
- (2) This Agreement may be terminated by either party as provided in this paragraph. Any such termination may be accomplished only by delivery of notice to the other party not later than January 1 of any given year after the year ending December 31, 2026 and shall be effective on July 1 occurring eighteen (18) months after January 1 following the giving of the required notice.
- (3) In the event that another participating community submits notice to Bravo to terminate its payment commitment with Bravo, Bravo shall provide a copy of such notice to the City of Clive.
- (4) Notwithstanding paragraphs (2) or (3) above, in the event that any part of the commitment is dispersed or expended by Bravo in violation of the terms of this Agreement the City may deliver to Bravo a notice to cure or remedy such default or breach within sixty (60) days and if such default or breach is not remedied within such cure period, this Agreement shall promptly terminate.
- (5) This Agreement shall terminate if Chapter 423A of the Code of Iowa is either: (a) repealed or amended to remove the authority of the City of Clive to collect the Hotel/Motel Tax at a rate of at least 7% or (b) so modified that the purpose of the Agreement can no longer be carried out. If the Agreement terminates pursuant to the previous sentence, the termination date shall be June 30 coinciding with or next following the effective date of the statutory change that causes the termination.
- (6) This Agreement shall terminate if an alternative, reliable funding source is secured for Bravo that provides funding to Bravo, in the reasonable determination of the Bravo board of directors, that is comparable in amount to the annual funding streams Bravo has secured in the aggregate through 28E Agreements with the cities, counties and municipalities of the Greater Des Moines Area (for example, if Chapter 423A of the Code of Iowa were amended to increase the Hotel/Motel tax and to direct a portion of the increase to Bravo in an amount comparable to the annual funding streams expected from 28E Agreements already in place). If a reliable alternative funding source is secured for Bravo, which partially replaces the funds provided by the City of Clive to Bravo, the amount of annual funding provided to Bravo pursuant to this Agreement shall be reduced proportionately in such amount as the parties may reasonably determine. If the Agreement terminates pursuant to this paragraph, the termination date shall be the June 30 coinciding with

or next following the effective date of the alternative funding source that causes the termination.

- (7) Any notice or demand required or desired to be given hereunder shall be in writing and deemed given when personally delivered or when deposited in the United States mail, postage prepaid, sent certified or registered, and addressed as follows:

If to the City of Clive, to:
City of Clive
Attn: City Manager
1900 NW 114th Street
Clive, IA 50325

If to Bravo, to:
Bravo Greater Des Moines, Inc.
Kathleen K. Law
Nyemaster Goode Law Firm
700 Walnut Street, Suite 1600
Des Moines, IA 50309

With a copy to:
Bravo Greater Des Moines, Inc.
Attn: Sally Dix
801 Grand Avenue, Suite 250
Des Moines, IA 50309

or to such other address or person as hereafter shall be designated in writing by the applicable party.

VIII. AMENDMENT OF AGREEMENT

Any amendment to this Agreement shall be made in writing upon Agreement of the City of Clive and Bravo and after appropriate discussion and public dialogue, and such amendment has been approved by resolution of the City of Clive City Council.

IX. MISCELLANEOUS

- (1) This Agreement has been made and entered into solely for the benefit of the goals and objectives of the City of Clive and Bravo as expressly provided herein and is not intended to create any rights in any other person.
- (2) Notwithstanding anything in this Agreement to the contrary, any liabilities, debts, or other obligations experienced by Bravo as a corporation/body or its members shall not be the responsibility of the City of Clive.

- (3) While this Agreement is in effect, the City of Clive shall have the right to designate one person to serve on the Board of Directors of Bravo.
- (4) It is the intention and expectation of Bravo and the City of Clive that no organization that receives funding from Bravo during the term of this Agreement will approach the City of Clive for additional operational funding during the term of this Agreement. This expectation does not apply to: (1) any member of Bravo that is owned, managed or operated by the City of Clive or a political subdivision of the City; or (2) capital campaigns.
- (5) Each of the City of Clive and Bravo shall pay its own costs incurred to negotiate, amend, abide by or terminate this Agreement.
- (6) After execution by the parties, this Agreement shall be filed with the Iowa Secretary of State in an electronic format in accordance with the provisions of Iowa Code § 28E.8.
- (7) As of the Effective Date, this Agreement is intended to replace the prior Agreement referred to in paragraph four of the preamble to this document.



Memo

TO: Mayor and Council members

FROM: Amanda Grutzmacher, Senior Planner

DATE: May 22, 2025

RE: Resolution Setting Public Hearing (6/26/2025 - 6:00 p.m.) - Ordinance Amendment Regarding Accessory Dwelling Units

SYNOPSIS:

On May 1, 2025, Governor Reynolds signed into law Senate File 592, an Act relating to county and city regulations of accessory dwelling units. As Council is aware, staff has been working on developing an accessory dwelling unit (ADU) program and ordinance; however, the requirements of SF 592 necessitate changes to the final direction and content of the city's regulations. The requirements within SF 592 most relevant to Clive's ordinance revisions include:

- cities shall allow minimum of 1 ADU on the same lot as single-family (as defined by the state),
- ADU shall not exceed 1,000 sf or 50% of the principal dwelling, whichever is larger,
- cannot have more restrictive requirements for placement or appearance of ADU than imposed on the principal dwelling,
- cannot mandate the appearance of the ADU to match the principal dwelling,
- cannot require owner occupant on-site or restrict ADUs as rental units,
- cannot require additional parking beyond what is required for the principal dwelling,
- cannot require separate services for the utilities,
- city regulations may be more permissive than the requirements in SF 592

At this time, staff believes all of the necessary ordinance revisions will be accommodated in the zoning ordinance and no changes to the building codes will be needed. Community Development staff are preparing an ordinance for consideration with the following objectives:

- Compliance with SF592,
- Accessory dwelling is key,
- Support property owner investments and enhancements while keeping community character intact,
- Building codes ensure safety for occupants and neighbors, and
- Zoning code ensures location and design consistent with community character.

SF 592 has an effective date of July 1, 2025. In order to comply with the state law, staff has identified the following process and timeline:

- 5/22 – Set public hearing on ordinance
- 6/3 – Planning and Zoning Commission meeting, Building Code Appeals Board members invited for discussion
- 6/26 – Public hearing and 1st consideration of ordinance
- 7/10 – 2nd consideration of ordinance
- 7/24 – 3rd consideration of ordinance with possibility to waive the 3rd consideration at the 7/10 meeting

If you have questions or need additional information prior to the meeting, contact Amanda at agrutzmacher@cityofclive.com or 515-223-6221.

Attachments:

1. Resolution Setting Public Hearing ZO ADUs
2. Accessory Dwelling Units overview

RESOLUTION NO. _____

RESOLUTION SETTING DATE OF PUBLIC HEARING TO CONSIDER AMENDING
PROVISIONS OF THE ZONING ORDINANCE OF THE CITY OF CLIVE, IOWA,
REGARDING ACCESSORY DWELLING UNITS

WHEREAS, the City Council of the City of Clive, Iowa (the “City”) desires to consider certain amendments to the Zoning Ordinance (“the Zoning Ordinance”) of the City of Clive Code of Ordinances regarding the regulation of accessory dwelling units; and

WHEREAS, it is the desire of the City Council that the proposed amendments to the Zoning Ordinance be considered by the Clive Planning and Zoning Commission and that such Commission file its report with the City Council prior to the time established herein for public hearing on said proposed amendments; and

WHEREAS, a public hearing upon the proposed amendments to the Zoning Ordinance should be held and a time and place for hearing thereon should be fixed.

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

1. That a public hearing be held by the Clive City Council on the proposed amendments to the Zoning Ordinance, at the Clive Public Safety Facility Training Room, 8800 Hickman Road, Clive, Iowa, at 6 p.m. on June 26, 2025, at which time the City Council will consider any objections to the proposed amendments and will hear all interested persons.
2. That the Mayor and Clerk be and hereby are authorized and instructed to give Notice of said public hearing, as required by law.
3. That the Planning and Zoning Commission be and is hereby directed to consider said proposed amendments to the Zoning Ordinance and to file its report with the City Council prior to the time of said public hearing.

PASSED AND APPROVED THIS ____ of _____. 2025.

CITY OF CLIVE, IOWA

By: _____
John Edwards, Mayor

ATTEST:

Matthew Graham, City Clerk

Accessory Dwelling Units

May 22, 2025

What is an Accessory Dwelling Unit?

- Secondary, self-contained dwelling unit with kitchen, bathroom, and sleeping facilities on the same lot as a principal dwelling
- Many different terms for the same thing - accessory housing unit, in-law suite, granny flat, guest house, backyard cottage, basement apartment, garage apartment, secondary suite, etc.

The Clive Vision



Beautiful and safe city with great residential neighborhoods through build out



Exceptional Family living and opportunities for personal wellness



Distinctive Clive Greenbelt and a revitalized NW 86th Street Corridor / Neighborhood



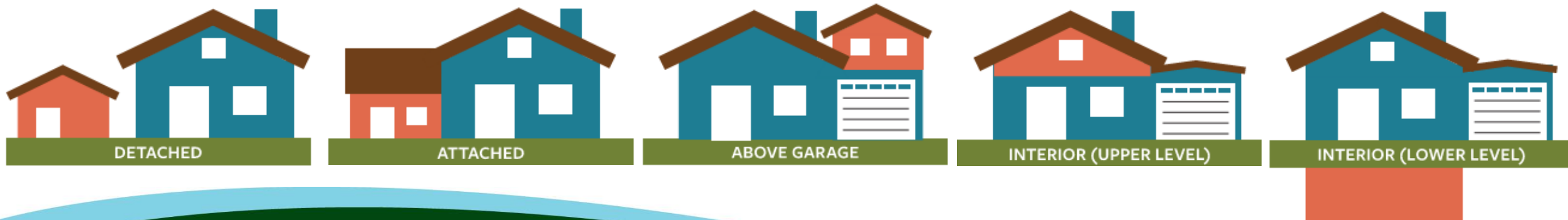
We take pride in Clive!

Why Accessory Dwelling Units?

- ADUs provide attainable, high-quality housing in already developed areas    
- Housing options to support all residents  
 - Aging in place,
 - Downsizing households,
 - Small households,
 - Maintaining independence while having support nearby
- Lower construction costs than traditional single-family  
- Private property investment = taxable value   

Types of Accessory Dwelling Units

- Detached - stand alone building
- Attached - connected to principal dwelling
- Interior - sometimes differentiated from attached; partition off portion of existing home, e.g. basement
- Different jurisdictions use different terms



Objectives

- Compliance with state law - SF592
- Accessory dwelling is key
- Property owner investments and enhancements while keeping community character intact
- Building codes ensure safety for occupants and neighbors
- Zoning code ensures location and design consistent with community character

Approach to Accessory Dwelling Units Regulations

- City-wide in residential districts (covenants prevail)
- By right on “single-family” properties
- Similar review and permitting to traditional single-family units
- May be owner occupied, family member occupied, or rented
- Updated zoning definitions to clearly distinguish dwelling unit types

Process

- 5/22 - Set public hearing
- 6/3 - PZ meeting, BCAB members invited for discussion
- 6/26 - Public hearing and 1st consideration
- 7/10 - 2nd consideration
- 7/24 - 3rd consideration (possibility to waive)



Memo

TO: Mayor and Council members

FROM: Matthew Graham, City Clerk

DATE: May 22, 2025

RE: Appointment to Fill City Council Vacancy

SYNOPSIS:

Following candidate interviews held earlier in the meeting and on May 1st, the City Council may now take action to appoint one of the applicants to fill the current vacancy on the City Council.

As permitted under Iowa Code § 372.13(2)(a)(2), the City Council has chosen to fill the vacancy by appointment. If an appointment is made, the appointee will serve until the next regular city election, unless a valid petition requesting a special election is filed with the Clerk by eligible electors within 14 days after the appointment is made. If such a petition is filed and accepted after an applicable objection period, the appointment becomes temporary, and a special election must be held to fill the vacancy. If a valid petition is not filed, the appointment process is complete and this position will be put upon the ballot at November's election.

While the agenda includes a motion for appointment, the Council is not required to make the appointment at this meeting. The Council has three options:

1. **Appoint now.** Make an appointment on May 22nd.
2. **Defer and Appoint Later.** Defer appointment to conduct additional search, interviews, or other process. The Council will need to notice and convene a special meeting to make an appointment or take other action on or before June 10th.
3. **Decline to Appoint.** If Council fails to make an appointment on or before June 10th, the Clerk must notify the county commissioner and the commissioner shall call a special election "at the earliest practicable date but no fewer than 32 days after the notice is received by the commissioner." Iowa Code § 372.13(2)(a)(1).

Staff recommends that the City Council proceed with the appointment process and formally appoint one of the interviewed candidates to fill the current vacancy.

Kristina Stanger, City Attorney
Matthew Graham, City Clerk

Attachments:

None



Memo

TO: Mayor and Council members

FROM:

DATE: May 22, 2025

RE: Dave Rozak

SYNOPSIS:

Attachments:

1. Dave Rozak

DAVE ROSZAK
CLIVE, IA 50325
515-802-6495
CPA_D@AOL.COM

March 26th, 2025

RE: City Council seat

Dear Council Members,

As a retired and experienced financial manager and supervisor, the vacancy for a council position, due to the resignation of Srikant Mikkilineni, is a perfect opportunity for me and the City of Clive. I am and have been a resident of Clive for over 25 years and my wife and I are now empty nesters.

My career included board of directors' roles and my volunteer activities included working with people from different backgrounds with different ideas, with a final outcome that followed the charter guidelines of our business or charity. I bring a comprehensive set of skills that I believe will be valuable to the City Council. My experiences have afforded me excellent communication and interpersonal skills.

I am excited to contribute my talents and proficiency toward the city efforts. My most recent experience, as an auditor with the State of Iowa, allowed me to get inside various counties and cities to examine their policies and procedures, and read through the minutes from their board meetings. This allows me to bring best practices to the City of Clive, in areas of similar government activities. I currently serve as an elected council member for the Dallas County Agricultural Extension District.

Please review my enclosed resume for an illustration of my work history and accomplishments. I would appreciate the opportunity to interview for a council position. This role would connect my current passion for patriotic volunteer activities with a seat on the Council to serve our citizens in the great City of Clive, as past council members have.

Thank you for your time and consideration.

Sincerely,

Dave Roszak

David Roszak

Education

Austin Peay State University – Bachelors Accounting and Finance
Drake University – Master Finance 2012

Work Experience

State of Iowa Auditors Office – 2023-2024
Perform annual audits on county and municipalities

De Lage Landen - 2019-2022
Senior Treasury Manager

- Maintain working capital for four US and Canadian companies
- Calculate all long-term and short-term borrowings
- Monitor contract rates and terms for 200,000+ customers
- Review budgets and recommend changes if necessary
- Supervise all accounts payable personnel

De Lage Landen 2000-2019
Financial Reporting

- Work with public accounting firms to produce IFRS and GAAP annual financial audits
- Supervise staff of 20 in finance area
- Present PowerPoint retirement options and long-term savings examples
- Prepare budgets for multiple departments to include labor costs and projected changes from year to year

KPMG – 1997-1999
Audit Manager

- Supervise senior and staff accountants
- Perform external public and private financial audits for banks and insurance companies including review of budgets
- Present Trust training

Professional Organization

Iowa Society of Public Accountants

Community Activities

Knights of Columbus – Past Grand Knight, Past Navigator

Lions Club - Past President, Melvan Jones Member

Meals from the Heartland, Special Olympics

Dallas County Agriculture Extension Council Member



Memo

TO: Mayor and Council members

FROM:

DATE: May 22, 2025

RE: Breanne Hocker

SYNOPSIS:

Attachments:

1. Breanne Hocker

Matthew Graham

From: Breanne Hocker <breannepierce12@gmail.com>
Sent: Tuesday, April 15, 2025 7:25 PM
To: Matthew Graham
Subject: Application for City Council Seat Appointment
Attachments: BAHocker resume25.pdf

Warning: Unusual sender <breannepierce12@gmail.com>

You don't usually receive emails from this address. Make sure you trust this sender before taking any actions.

Dear Mr. Graham,

I am writing to express my interest in the open seat on the Clive City Council. My husband and I moved to Clive in February 2020 after several years in the Des Moines area. We stumbled into Clive and cannot imagine living anywhere else. Clive has so much to offer both its citizens and those that pass through. It would be a privilege to serve on the City Council, representing the families of young professionals who call Clive home.

In late 2020, I saw a request for applications to join the City's boards and commissions. As someone who values public service, this was a wonderful opportunity to serve the greater good of Clive. I have been a member of the Board of Adjustment since January 2021. Board of Adjustment meetings are a prime opportunity to meet the people of Clive and hear their concerns and desires. Every meeting I consider what the City has codified against what the property owner wishes to do, balancing everyone's wants and needs. This requires a strong analytical approach, coupled with inquisitive questions to ensure the request is appropriately heard and assessed. The rules may seem unfair, but I stick to my responsibility to interpret them fairly and consistently. I understand the challenges Clive faces as a "landlocked" city, as further expansion and development must be entirely from within existing city boundaries. The skills and knowledge I have acquired on the Board of Adjustment would transfer into a successful role on the City Council.

Continually low taxes providing a wide range of public services keep Clive attractive for myself and others. This is no small feat and requires careful analysis and long-term planning to achieve year over year. I am committed to furthering the impressive track record the Council has created regarding high quality services at a low cost. This approach is not only beneficial to current residents, but also helps Clive remain desirable for both future residents and businesses.

My professional career has consisted of working in the regulatory compliance space, giving me extensive experience working with all types of individuals. Often, I am required to solve problems in a creative manner to meet the needs of the individuals involved and stay within prescribed guidelines. I must listen and assess what is truly needed, while also balancing what is practical and most beneficial for the largest group of people. Tough decisions require a strong cost-benefit analysis and strategic thinking to ensure long-term success. I develop rapport easily and build strong relationships with those I work with most frequently.

Thank you for your consideration. I look forward to speaking with you about this opportunity.

Breanne Hocker
1830 NW 80th Ct. Clive, IA 50325
563-419-5625

Breanne A. Hocker

1830 NW 80th Ct. Clive, IA breannepierce12@gmail.com 563-419-5625

Education

Master of Business Administration with distinction & Leadership Certificate, University of Iowa – Iowa City, IA
Bachelor of Arts, Luther College – Decorah, IA *Major: Psychology Minors: Health and Religion Certificate*, Des Moines Area Community College – Des Moines, IA *Certificate: Paralegal Studies*

Professional Experience

Compliance Specialist; Watercress Financial Group; West Des Moines, IA – June 2024 – Present

- Conduct vendor due diligence assessments of business associates through rigorous business, security, and contractual review to advise executives of and mitigate organizational risk
- Audit internal accounts and processes against state and federal regulatory requirements and risk assessments
- Manage multi-department team to resolve customer complaints in a timely and satisfactory manner utilizing creative problem solving and open communication

ChildServe – Johnston, IA – July 2019 – June 2024

Compliance Manager, April 2022 – June 2024

- Led organizational compliance program as regulatory subject matter expert for 2,000 employees in 35+ services and departments across 5 locations in Iowa primarily funded through Medicaid
- Filtered and analyzed all levels of rules, regulations, and laws to determine applicability requirements
- Distilled complicated regulatory matters into easily understood concepts to spearhead projects for cross-functional teams
- Wrote organizational policies and maintained organizational policy manual of 400+ policies

HIPAA Privacy Officer, July 2021 – June 2024

- Served as organizational expert on HIPAA laws, rules, policies, and regulatory changes
- Performed HIPAA breach investigations and notified patients of breach and necessary precautions
- Taught generally informative and breach-specific education on HIPAA compliance and remediation

Compliance Supervisor, April 2021 – April 2022

- Screened, interviewed, onboarded, and supervised department interns for successful performance
- Collaborated with departments and generated action plans following non-compliance incidents
- Served as department representative on quality improvement, safety, and cybersecurity committees
- Investigated confidential whistleblower complaints through witness interviews and facility audits

Compliance Coordinator, July 2019 – March 2021

- Standardized compliance and regulatory information and processes for understanding and implementation
- Researched regulatory questions and drafted legal memos to ensure consistent interpretation of rules
- Created informative legal, compliance, and government relations guides for distribution

Volunteer Experience

- LifeServe blood donor, *September 2020 – Present*
- City of Clive Board of Adjustment member, *January 2021 – Present*
- Girls on the Run Coach at Karen Acres Elementary School (Urbandale), *March 2024 – Present*



Memo

TO: Mayor and Council members

FROM:

DATE: May 22, 2025

RE: Andrew Bovard

SYNOPSIS:

Attachments:

1. Andrew Bovard

Andrew Bovard

2125 NW 134th Street, Clive, IA 50325 | 406.207.1201 | andrew.j.bovard@gmail.com

April 15, 2025

Clive City Council

Clive City Hall

1900 NW 114th St, Clive, IA 50325

Dear Members of the Clive City Council,

I am writing to formally express my interest in the recently vacated City Council seat in Clive. As a resident, father, veteran, and engaged member of this vibrant community, I am eager to contribute my leadership experience and passion for service to help shape a better future for all Clive residents.

Clive is not just where my family lives—it's where we have found home. Whether it's attending Food Truck Fridays at Campbell Park or joining activities at the Clive Public Library with my children, I am actively invested in our community. These experiences have deepened my desire to give back by helping guide the decisions that impact our neighborhoods, small businesses, and future generations.

Professionally, I bring over a decade of leadership and service—from managing complex projects in the private sector to leading soldiers in the United States Army. At Sammons Financial Group, my work emphasizes collaboration, innovation, and operational efficiency. I've consistently sought to elevate voices and create positive impact through mentorship, collaboration, and strategic thinking. My educational background in engineering management, coupled with my hands-on experience across public and private sectors, has given me a unique perspective on the growing divide between public service and private entities, a critical component of leadership at the city governance level.

I am particularly passionate about three key areas: supporting and expanding Parks and Recreation programs, fostering a thriving environment for small businesses, and ensuring sustainable, impactful education for our youth. These pillars are vital to the well-being and long-term success of our city—and I'm committed to helping shape policies and initiatives that reflect those values.

I would welcome the opportunity to bring my skills and enthusiasm to the Clive City Council, and to be a voice for families, veterans, and working professionals in our city. Thank you for considering my application. I would be honored to discuss how I can serve Clive in this capacity.

Sincerely,

Andrew Bovard

Andrew Bovard

United States Military Academy, West Point
Engineering Management

andrew.j.bovard@gmail.com

406.207.1201

Clive, IA

linkedin.com/in/andrew-bovard



PROFESSIONAL SUMMARY

Process-oriented leader, with 10+ years of experience across a wide array of public and private organizations, skilled at applying logical solutions to complex problems. Recognized for keen adaptability and effectively prioritizing deadlines in fast-paced environments.

EDUCATION

Master of Science: Engineering Management | University of Missouri Science and Technology | 2019

Bachelor of Science: Engineering Management | United States Military Academy, West Point, NY | 2014

CERTIFICATIONS & CORE COMPETENCIES

Assessment & Evaluation | Cross-functional Communication | Problem Solving | Training | Performance Improvement
Resource Management | Change Management | Project Timelines | Lean Six Sigma Green Belt | Microsoft Office Suite

CAREER HISTORY

Sammons Financial Group | Process Improvement Consultant | Des Moines, IA Dec 2022 – Present

- Leads efforts across the operational support team to identify, mitigate, and improve processes, reducing waste by \$1.5M across 20+ distinct efforts.

Principal Financial Group | Project Manager | Des Moines, IA Mar 2022 – Sep 2022

- Led and facilitated a project to establish a citizen automation program to generate \$100M in cost savings, affecting 10K employees through training, software procurement, and targeted communication efforts.

Turner Construction | Assistant Engineer II | West Des Moines, IA May 2021 – Feb 2022

- Manage cost and schedule for a complex \$85 million construction project across multiple organizations in a constrained environment
- Facilitated scheduling of the overall project schedule, setting clear expectations and collecting inputs from 12 trade partners.

United States Army | May 2014 – Feb 2021

Various Junior Officer Positions | Various Locations

- Achieved a less than 1% deficiency rate, overseeing the logistical movement of 1200+ vehicles for a 5000+ member organization within a 96-hour execution window
- Reorganized schedule process for 10 different entities, reducing processing time by 20+ hours a week.
- Deliver \$1.5M in cost avoidance through Six Sigma techniques to improve logistics and maintenance processes
- Synchronize efforts of 6 unique sub-organizations to facilitate effective training and utilization both internally and externally while fostering strong relationships with key stakeholders
- Provide in-depth status updates and recommendations to senior leadership
- Manage execution and support of 30+ separate programs while increasing operational efficiency
- Establish user-friendly mechanisms for capturing organizational data and creating reports
- Spearhead a 35-member team responsible for \$4.5 million in equipment



Memo

TO: Mayor and Council members

FROM:

DATE: May 22, 2025

RE: Motion to Appoint _____ to fill the City Council vacancy, with the appointment to remain in effect until the next regular city election, or until a successor is elected and qualified following a special election pursuant to Iowa Code § 372.13(2)(a)(2).

SYNOPSIS:

Attachments:

None



Memo

TO: Mayor and Council members

FROM: Matt McQuillen, City Manager

DATE: May 22, 2025

RE: Clive Strategic Plan Quarterly Update - May 2025

SYNOPSIS:

During the May 22 meeting the City Manager will provide an update on the actions completed or in progress on the various top and high-priority items in the Clive Strategic Plan. Included in the agenda packet is the action item spreadsheet noting the progress on a variety of items. The City Manager will note a few items to highlight, but please be sure to come with any questions you may have on other items.

Attachments:

1. May 2025 Strategic Plan Update Tracking Document

2024-25 Policy Agenda Actions: Top Priority

Target	Milestones	Orig	Rev	Lead	Status
Comprehensive Financial Policy and Strategy: Report, Direction and Tax Rate (CEP Revamp/Financial Adjustment)	Briefing: Updated financial strategy with Council aff	Oct-24	Dec-24	CM	Done
	Kickoff FY 25-26 Budget Development Process	Oct-24	Oct-24	CM	Done
	CC Pres/Decision: CEP One-Time Financial Adjustment	Oct-24	Dec-24	CM	Done
	Departmental Budget Submittals	Nov-24	Nov-24	CM	Done
	Development of City Manager's Proposed Budget	Jan-25	Jan-25	CM	Done
	Budget Workshops: FY 25/26 budget	Feb-25	Feb-25	CM	Done
	State Required Mailing by County, City Tax Rate	Mar-25	Mar-25	CM	Done
	State Mandated Budget Public Meeting	Mar-25	Mar-25	CM	Done
	Decision: Budget PH and Approve FY 25-26 Budget	Apr-25	Apr-25	CM	Done
	FY 25-26 Budget Begins	Jul-25	Jul-25	CM	In Progress
Financial "Dip" Plan: Report with Options and Recommendations, Direction, Funding and City Actions	Internal staff meeting/refinement w/ PFM scope	Sep-24	Sep-24	CMO	Done
	CC Pres/Decision: PFM Scope of Services	Oct-24	Oct-24	CMO	Done
	PFM work initiates with CMO/Financial team/depts	Feb-25	Feb-25	CMO	Done
	Draft financial model developed and benchmarks	Jun-25	Jun-25	CMO	In Progress
	CC Presentation: Draft Financial Model/Benchmarks	Jul-25	Jul-25	CMO	Not Started
	Determine next steps during 2025 strategic planning	Aug-25	Aug-25	CMO	Not Started
Clive's Regional Role: Discussion and Framework for the Future A. CIWW B. Bravo C. Catch Des Moines D. Partnership/GDCDA E. Iowa League	Meeting w/ Partnership regarding Clive's ROI/Legis	Sep-24	Sep-24	CM	Done
	CC Briefing: Discussion/Assessment of Regional Role	Dec-24	Dec-24	CM	Done
	Mayor/Council dialoge with colleagues	Feb-25	Feb-25	CM	Done
	Budget Workshop: FY 25/26 regional budget alloc	Feb-25	Feb-25	CM	Done
	CC Decision: FY 25/26 Budget Adoption	Apr-25	Apr-25	CM	Done
	CIWW Rep advocating regarding role of water irrigate	Ongoing	Ongoing	CM	In Progress
Hickman Road/I-35 Interchange Project (IDOT Project): A) NW 108th Intersection/Frontage Road B) Project Design/Construction C) Access Mgmt Agreeemnt w/ Urbandale and IDOT	A. CC Presentation: 108th Signalization Project	Sep-24	Nov-24	PW	Done
	A. CC Decision: Proposed New 108th Signal Approval	Oct-24	Nov-24	PW	Done
	A. Installation of traffic signals at NW 108/Hickman	2025	2025	PW	N/A
	B. Prepare Draft Interchange Maintenance Agr w/ Ur	Sep-24	Jun-25	PW	In Progress
	B. CC Decision: Interchange maint agreement	May-25	Aug-25	PW	Not Started
	B. Phase 1 Public Engagement Detours - Trails/Street	Ongoing	Ongoing	PW	In Progress
	B. Start of Phase 1 Construction	Sep-24	Sep-24	PW	Done
	B. Completion of Phase 1 construction	Dec-25	Dec-25	PW	In Progress
	B. Public Engagement - Phase 2 Construction	Mar-25	May-25	PW	Done
	B. Final Design - Phase 2	Jun-25	Jun-25	PW	In Progress
	B. Phase 2 Letting	Jul-25	Jul-25	PW	Not Started
	B. Phase 2 Public Engagement Detours - Trails/Street	Ongoing	Ongoing	PW	Not Started
	B. Start of Phase 2 Construction	Jun-25	Jun-25	PW	Not Started
	B. Completion of Phase 2 Construction	Dec-26	Dec-26	PW	Not Started
	B. Public Engagement - Phase 3 Construction	Mar-26	Mar-26	PW	Not Started
	B. Phase 3 Letting	Jul-26	Jul-26	PW	Not Started
	C. Prepare Draft and negotiate access mgmt agre	Oct-25	Oct-25	PW	Not Started
	C. CC Decision: Access Management Agreement	Nov-25	Nov-25	PW	Not Started
	A. Stormwater management - identify needs - Ph 1-5	Dec-24	May-25	PW	In Progress
	A. Storm sewer conceptual design - Ph 1-4	Dec-24	May-25	PW	In Progress
	A. Identify property acquisition/easement needs - 1-2	Sep-24	Sep-24	PW	Done
	A. CC Present: LWC Crossing Options and Recommend	Oct-24	Jan-26	PW	In Progress

Alice's Road Corridor Plan: A) Conceptual Design B) Phase 1A C) Phase 1B D) Berkshire & Douglas Intersection E) Phase 2 - Design	A. PEL Study Completed	Dec-25	Dec-25	PW	In Progress
	B. Acquisition/Easement Needs	Aug-24	Nov-24	PW	Done
	B. Phase 1A - Preliminary Plans	Sep-24	Sep-24	PW	Done
	B. CC Presentation: Phase 1A Design, STM Disc, Dir	Sep-24	Dec-25	PW	Not Started
	B. Phase 1A Public Engagement - Proposed Construct	Oct-24	Oct-24	PW	Done
	B. Phase 1A 28E w/ Waukee	Nov-24	Jun-25	PW	In Progress
	B. CC Decision: Phase 1A: Easement Acquisitions Com	Nov-24	Nov-24	PW	Done
	B. CC Decision: Phase 1A Funding	Dec-24	Dec-24	PW	Done
	B. CC Decision: Phase 1A Final Plans	Dec-24	Feb-25	PW	Done
	B. Phase 1A - Project Letting	Jan-25	Feb-25	PW	Done
	C. CC Decision: Phase 1B Intersection Control	Feb-25	Feb-25	PW	Done
	C. Identify Easement Acquisitions	Apr-25	Apr-25	PW	Done
	C. Preliminary Plans	Jul-25	May-25	PW	In Progress
	C. CC Decision: Design, STM Discussions and Direct	Aug-25	Aug-25	PW	Not Started
	C. Public Engagement - Proposed Construction	Oct-25	Aug-25	PW	Not Started
	C. CC Decision: 28E w/ Waukee	Nov-25	Oct-25	PW	Not Started
	C. CC Decision: Easement Acquisitions Completed	Nov-25	Oct-25	PW	Not Started
	C. CC Decision: Funding	Nov-25	Oct-25	PW	Not Started
	C. CC Decision: Final Plans	Dec-25	Oct-25	PW	Not Started
	C. Project Letting	Jan-26	Oct-25	PW	Not Started
	D. CC Decision: Berkshire & Douglas - PSA Design	Oct-24	Dec-24	PW	Done
	D. Berkshire & Douglas - Grant Funding	Ongoing	Ongoing	PW	NA
	D. CC Decision: Berkshire & Douglas - Int Control	Dec-24	Dec-24	PW	Done
	D. Identify Acquisition/Easement Needs	Jan-25	Feb-25	PW	Done
	D. Preliminary Plans	Mar-25	Feb-25	PW	Done
	D. CC Decision: Design, STM Discussion/Direction	Mar-25	Mar-25	PW	Done
	D. CC Decision: Easement Acquisitions Completed	May-25	Apr-25	PW	Done
	D. CC Decision: Funding	Dec-24	Dec-24	PW	Done
	D. CC Decision: Final Plans	Jun-25	Apr-25	PW	Done
	D. Project Letting	Jul-25	May-25	PW	Done
	D. Public Engagement - Proposed Construction	Aug-25	May-25	PW	Done
	D. Start Construction	Aug-25	Jun-25	PW	Not Started
	D. Completed Construction	Jul-26	Aug-25	PW	Not Started
	E. Phase 2 - ICAAP Grant Preparation/Application	Jun-25	Jun-25	PW	Not Started
	E. CC Decision: Phase 2 PSA Design Approval	Dec-25	Dec-25	PW	Not Started
	E. Phase 2 - ICAAP Grant Application	Sep-25	Sep-25	PW	Not Started
	E. Phase 2 - Grant Funding	Ongoing	Ongoing	PW	Not Started
Greenbelt Landing Project: Bid and Construction	CC Decision: All Construction Bids Approval	Sep-24	Sep-24	LS	Done
	Army Corps Permit and EPA NEPA Approvals	Sep-24	Jul-25	LS	In Progress
	Groundbreaking Ceremony	Oct-24	Oct-24	LS	Done
	Kickoff small donation campaign	Oct-24	Oct-24	LS	Done
	Construction starts	Oct-24	Oct-24	LS	Done
	Substantial construction complete	Jul-25	Jan-26	LS	In Progress
	Clive Festival	Jul-25	Jul-26	LS	Not Started
	Construction complete	Oct-25	May-26	LS	Not Started
	Development of Programming for New GB Landing	Aug-25	Dec-25	LS	Not Started

2024-25 Policy Agenda Actions: High Priority

Target	Milestones	Orig	Rev	Lead	Status
Rental Housing Registration and Inspection Program: Program Goal, Options, Direction and Funding	BCAB Discussion	Sep-24	Sep-24	CD	Done
	CC Decision: Program Renewal Approval (1 Year Ext)	Oct-24	Nov-24	CD	Done
	Property owner communication	Nov-24	Nov-24	CD	Done
	Establish Rental Housing Program Workgroup	Jan-25	Jan-25	CD	Done
	Staff research/workgroup discussion	Apr-25	Apr-25	CD	Done
	New program draft	Jul-25	Jul-25	CD	In progress
	BCAB Presentation/Discussion of new program draft	Aug-25	Aug-25	CD	Not Started
	CC Review: Rental Housing Program	Sep-25	Sep-25	CD	Not Started
	CC Decision: Rental Housing Program Adoption	Sep-25	Sep-25	CD	Not Started
Leisure Services Sign-Up System: Direction, Funding and Implementation	Property Owner Coordination	Dec-25	Dec-25	CD	Not Started
	Recommence research on possible platforms	Oct-24	Oct-24	ACM/LS	Done
	Identify the preferred platform	Nov-24	May-25	ACM/LS	In Progress
	Prepare request for FY 25-26 Budget	Dec-24	Dec-24	ACM/LS	Done
	Budget workshop: FY 25/26	Feb-25	Feb-25	ACM/LS	Done
	CC Decision: FY 25/26 Budget Adoption	Apr-25	Apr-25	ACM/LS	Done
	Platform purchase	Jul-25	Jul-25	ACM/LS	Not Started
	Project kickoff	Aug-25	Aug-25	ACM/LS	Not Started
Grant Funding Strategy: Update, Direction and City Actions	Implementation completed	Mar-26	Mar-26	ACM/LS	Not Started
	Research and submit grant applications w/ priorities	Ongoing	Ongoing	ACM	In Progress
	During CIP process, identify out year grant projects	Oct-24	Oct-24	ACM	Done
	Research options for adding grant-writing capacity	Nov-24	Nov-24	ACM	Done
	Prepare budget proposal if needed for grant writing	Dec-24	Dec-24	ACM	Done
	Budget workshop: FY 25/26	Feb-25	Feb-25	ACM	Done
	CC Decision: FY 25/26 Budget Adoption	Apr-25	Apr-25	ACM	N/A
	If needed, prepare RFP for grant writing services	May-25	May-25	ACM	N/A
Harbach Center: Vision Concept and Operations	Grant writing services begin	Jul-25	Jul-25	ACM	N/A
	Utilize Harbach as relocation space for City Hall proj	Apr-25	Apr-25	CM	Done
	Develop concepts with WDM Schools for shared loc	Apr-25	Jun-25	CM	In Progress
	Parks/Facilities Team develops report on bldg status	May-25	Jun-25	CM	Not Started
	Library/Rec Team develops report on bldg utilization	Jul-25	Jul-25	CM	Not Started
Accessory Dwelling Units: Goals/Outcomes, Best Practices, Report with Options, Direction	CC Presentation: Potential School Collaborations, Rep	Aug-25	Aug-25	CM	Not Started
	Internal staff research	Jan-25	May-25	CD	In progress
	CC Presentation: Options	Feb-25	May-25	CD	In progress
	ADU community engagement plan	Apr-25	Jul-25	CD	Not Started
	Draft ADU ordinance	Jul-25	Jul-25	CD	Not Started
	P&Z Consideration	Oct-25	Oct-25	CD	Not Started
	CC Decision: Accessory Dwelling Units	Nov-25	Nov-25	CD	Not Started
Major Streets/Crosswalks/More Walkable: Goals, Best Practices, Repot w/ Options	Community education (permitting)	Jan-26	Jan-26	CD	Not Started
	Establish and communicate trail detours for Hickman	Sep-24	Sep-24	ACM	Done
	Install and maintain appropriate detour signage	Sep-24	Sep-24	ACM	Done
	Research best practices in coordination w/ MPO	Mar-25	Apr-25	ACM	In Progress
	Identify Key crossings throughout Clive	Apr-25	Apr-25	ACM	In Progress
	CC Presentation: Best Practices and Opportunities	May-25	Jun-25	ACM	Not Started
	Potential federal grant applications through MPO	Ongoing	Ongoing	ACM	In Progress
	Prepare potential FY 26/27 Budget Requests	Dec-25	Dec-25	ACM	Not Started

2024-25 Policy Agenda Actions: Moderate Priority

Target	Milestones	Orig	Rev	Lead	Status
State Agenda Advocacy and Lobbying: Goals, Key Issues, Direction and City Actions A. West Metro B. laCMA	A. Coordinate common legislative priorities	Nov-24	Nov-24	CMO	Done
	A. CC Decision: Western Cities Adoption of Priorities	Dec-24	Dec-24	CMO	Done
	A. Create common storytelling assets for Westside	Ongoing	Ongoing	CMO	In Progress
	A. Execute westside legislative breakfast or alt event	Jan-25	Jan-25	CMO	N/A
	B. Initiate laCMA Legislative Affairs Meetings	Aug-24	Aug-24	CMO	Done
	B. Participate in interviews for ILOC Gov't Affairs Dir	Sep-24	Sep-24	CMO	Done
	B. Identify a top ten list of entities to build coalition	Nov-24	Nov-24	CMO	Done
	B. Survey laCMA Membership on role of CMS in legis	Dec-24	Dec-24	CMO	Done
	B. Support ILOC with tech support and eval of bills	Ongoing	Ongoing	CMO	In Progress
	B. laCMA member dialouge on the work at IMMI	Mar-25	Mar-25	CMO	Done
82nd Trail Connection - Land Acquisition, Design and Funding	Develop high level trail alignment concept	Oct-24	Oct-24	LS	Done
	CC Presentation: Trail Concept	Oct-24	Nov-24	LS	Done
	CC Decision/Funding: Request Funding for Trail Design	Dec-24	Dec-24	LS	Done
	Begin Trail design, either in-house or consultant	Jan-25	May-25	LS	Not Started
	Design - 50% Complete	Aug-25	Aug-25	LS	Not Started
	Design - 100% complete	Sep-25	Sep-25	LS	Not Started
	Trail Construction Funding: CIP Request	Nov-25	Nov-25	LS	Not Started

2024-25 Policy Agenda Actions: Low Priority

Target	Milestones	Orig	Rev	Lead	Status
Little Walnut Creek Stream Restoration: Trail and Sewer Partnerships with City of Waukeg, Design, Neighborhood Engagement, Construction, Funding A) East Stream B) East Trail C) West Stream D) West Trail E. Mitigation Banking Instrument F. Eco-Restoration	A. East Stream Construction	Dec-24	Apr-25	PW	Done
	A. East Stream Final Completion (vegetation)	Jul-25	Jul-25	PW	In Progress
	B. CC Presentation: East Trail Out to Bid	Nov-24	Feb-25	PW	Done
	B. East Trail Final Plans	Dec-24	Feb-25	PW	Done
	B. East Trail Letting	Jan-25	Mar-25	PW	Done
	B. CC Decision: Award East Trail Construct Contract	Feb-25	Mar-25	PW	Done
	B. East Trail Construction	Jun-25	Jun-25	PW	Not Started
	C. West Stream Bank & Trail Permits, DNR, USACE	Jul-25	Jul-25	PW	In Progress
	C. West Stream 95% Plans (pre-permit)	Oct-24	Oct-24	PW	Done
	C. West Stream Bank Public Engagement	Mar-25	May-25	PW	Not Started
	C. CC Presentation: West Stream Bank Improvements	Apr-25	May-25	PW	Not Started
	C. West Stream Bank 100% Plans (post-permit)	Jul-25	Oct-25	PW	Not Started
	C. West Stream Bank Letting	Aug-25	Nov-25	PW	Not Started
	C. CC Decision: Award West Stream Bank Contract	Aug-25	Dec-25	PW	Not Started
	C. West Stream Bank Public Engagement Pre-Con	Sep-25	Oct-25	PW	Not Started
	C. West Stream Bank Construction	Mar-26	Aug-26	PW	Not Started
	C. West Stream Bank Final Completion (vegetation)	Jul-26	Aug-26	PW	Not Started
	D. West Trail 95% Plans (pre-permit)	Sep-24	Nov-24	PW	Done
	D. CC Presentation: West Trail	Mar-25	Mar-25	PW	Not Started
	D. West Trail 100% Plans (post-permit)	Apr-25	Jul-25	PW	Not Started
	D. West Trail Letting	Jul-25	Jan-26	PW	Not Started
	D. CC Decision: Award West Trail	Jan-26	Jan-26	PW	Not Started
	D. West Trail Public Engagement Pre-Con	Jan-26	Jan-26	PW	Not Started
	D. West Trail Construction	Jul-26	Jul-26	PW	Not Started
	E. Internal Discussion on MBI - How, ROI	Sep-24	Feb-25	PW	Done
	E. CC Decision: Move Forward with MBI	Oct-24	Mar-25	PW	Done
	E. MBI - 1st Draft	Dec-24	Mar-25	PW	Done
	E. MBI - Public Meeting (Stream, Trail)	Jan-25	Jun-25	PW	Not Started
	E. CC Presentation: MBI	Jan-25	Jun-25	PW	Not Started
	E. MBI - 2nd Draft	Feb-25	Jun-25	PW	Not Started
	E. CC Decision: MBI Approval	Mar-25	Jun-25	PW	Not Started
	E. Mitigation Bank Construction	2025	2025	PW	Not Started
	E. Mitigation Bank Available	2030	2030	PW	Not Started
	F. Forest Mulch honeysuckle throughout corridor	Dec-24	Dec-25	LS	Not Started
	F. Engage contract w/ consultant to support tasks	Nov-24	Aug-25	LS	Not Started
	F. Protection of landmark trees prior to stream	Dec-24	Dec-25	LS	Not Started
	F. Invasive tree removals w/ stream work	Apr-25	Mar-26	LS	Not Started
	F. Invasive species removal throughtout corridor	Dec-25	Mar-26	LS	Not Started
	F. Plant trees and shrubs outside stream limits	Nov-25	Sep-26	LS	Not Started
	F. Seed distrubed areas outside stream limits	Dec-25	Sep-26	LS	Not Started

Publicly Owned Pond Maintenance - Shadow Creek and Others: Neighborhood Expectations and Engagement	Prepare plan/report for the neighborhood meeting	Sep-24	Sep-24	LS	Done
	Meeting w/ Shadow Creek Pond residents	Sep-24	Sep-24	LS	Done
	Prepare policy statement on pond management	Nov-24	May-25	LS	In Progress
	CC Decision: Policy Statement for Adoption	Dec-24	May-25	LS	Not Started
	Funding: Prepare funding request for aeration (if need)	Dec-24	Dec-24	LS	N/A
	Budget Workshop: FY 25-26 Budget Direction	Feb-25	Feb-25	LS	Done
	Prepare pond mgmt plan covering all city ponds	Apr-25	May-25	LS	In Progress
	CC Decision: FY 25/26 Budget Approval	Apr-25	Apr-25	LS	N/A
	Communicate mgmt plan to all adjacent property own	May-25	May-25	LS	Not Started
86th Street Neighborhoods Revitalization Plan: Neighborhood Activation	Create a small task force/cmte w/ School District	Oct-24	Oct-24	CM	Done
	Work w/ School District to develop joint comms	Dec-24	Jan-25	CM	Done
	Implement joint comms approach	Feb-25	Feb-25	CM	Done
	Public Art Mural (Grant App) at Harbach Center	Jul-25	Jul-25	CM	In Progress
	2nd Annual Back to School Bash event w/ School Dist	Aug-25	Aug-25	CM	In Progress
	Engage dominant MF property owner to secure sup	Ongoing	Ongoing	CM	In Progress
	CC Presentation: Report on Activities and Next Steps	Aug-25	Aug-25	CM	Not Started
Police Staffing: Update Report, Options and Direction A. CIT Direction B. Computer Forensics	A. Resolution to state funding model for Dallas Cty	Jan-25	Jul-25	PD	In Progress
	A. Develop report on CIT effectiveness based on data	Jan-25	Feb-25	PD	Done
	A. Budget Workshop: FY 25/26 CIT contingencies	Feb-25	Feb-25	PD	Done
	A. CC Decision: FY 25/26 Budget Adoption	Apr-25	Jul-25	PD	In Progress
	B. Develop budget proposal for transition to FT pos	Dec-24	Jul-25	PD	In Progress
	B. Budget workshop: FY 25/26 budget proposal	Feb-25	Jul-25	PD	In Progress
	B. CC Decision: FY 25/26 Budget Adoption	Apr-25	Apr-25	PD	In Progress
Service Collaboration Strategy and Actions Plan	Engage each dept to develop a list of opportunities	Dec-23	May-24	CM	Not Started
	Develop a report to describe those opportunities	Mar-24	May-24	CM	Not Started
	CC Presentation: Service Collaboration Strategy Report	Jul-24	Jul-24	CM	Not Started
Housing Preservation Strategy/Policies/Programs - Aging Housing Data Collection, Goals/Outcomes	Staff Update to housing conditions data	Mar-25	Jun-25	CD	Not Started
	Staff research on best practices	Jun-25	Jun-25	CD	Not Started
	Develop presentation/input	Jun-25	Jun-25	CD	Not Started
	CC Presentation: Housing Preservation Strategy Disc	Jul-25	Jul-25	CD	Not Started
Dog Park: Concept, Best Practices, Options, Locations, Direction and Funding	Report on best practices	Nov-24	May-25	LS	In Progress
	Develop a program and concept for a Clive dog park	Feb-25	May-25	LS	In Progress
	Identify potential locations for dog park (3)	Apr-25	May-25	LS	In Progress
	Develop cost estimates for each potential location (3)	Jun-25	Jun-25	LS	In Progress
	CC Presentation/Direction: Dog Park Concepts	Aug-25	Aug-25	LS	Not Started
GIS Tech New Position: Direction and Funding	Complete business case for adding position	Nov-24	Nov-24	ACM	Done
	Budget proposal for position	Dec-24	Dec-24	ACM	Done
	Budget workshop: FY 25-26 Budget	Feb-25	Feb-25	ACM	Done
	CC Decision: FY 25-26 Budget	Apr-25	Apr-25	ACM	N/A
	Create a job description	Apr-25	Apr-25	ACM	N/A
	Promote position and build candidate pool	May-25	May-25	ACM	N/A
	Hire and start date	Jul-25	Jul-25	ACM	N/A

Storm Debris Policy: Goals, City Role, Best Practices, Options, Direction and City Actions (Wind Event Operations)	Pre-Identify NWS "benchmarks" to initiate action plan	Nov-24	May-25	FD	In Progress
	Review current City Damage Assessment Tools	Nov-24	May-25	FD	In Progress
	Implement mass notification and website comms	Dec-24	May-25	FD	In Progress
	Identify districts or zones for damage assessment	Dec-24	May-25	FD	In Progress
	Explore/evaluate Polk County Reg Assessment tool	Feb-25	May-25	FD	In Progress
	Identify number of staff members needed for assess	Mar-25	May-25	FD	In Progress
	Review draft Polk County Debris Mgmt Plan	Mar-25	May-25	FD	In Progress
	CC Work Session: Polk County Debris Mgmt Plan Rev	Apr-25	May-25	FD	In Progress
Greenbelt Strategic Land Acquisition: Direction and Funding	Develop document of potential land acquisitions	Apr-25	May-25	LS	In Progress
	Prioritize highest priority targets for acquisitions	Jun-25	Jun-25	LS	Not Started
	Apply for REAP grant	Aug-25	Aug-25	LS	Not Started
	CC Presentation/Report: Broad Plan and Future Steps	Aug-25	Aug-25	LS	Not Started
	Begin first acquisitions	Oct-25	Oct-25	LS	Not Started
	First Acquisitions completed	Mar-26	Mar-26	LS	Not Started
Sidewalk Safety Program: Implement Updated Ord	Internal staff/legal discussion on liability question	Sep-24	Sep-24	CD	Done
	If no higher liability exists, revise program for CIP	Nov-24	Nov-24	CD	Done
	CC Report: If higher liability exists, research options	Dec-24	Dec-24	CD	NA
	If higher liability exists, develop new program	Mar-25	Mar-25	CD	NA
	CC Decision: If higher liability exists, new program ap	Apr-25	Apr-25	CD	NA
Street Services Level and Projets Strategy: PCI Data, Update Study	Approve PSA, Budget Amendment	Nov-24	Nov-24	PW	Done
	Prepare Preliminary Report	Mar-25	May-25	PW	In Progress
	CC Presentation: Updated PCI Report	Mar-25	Jun-25	PW	Not Started
	Final Report	Apr-25	Jun-25	PW	Not Started
	CC Discussion: PCI Report Recommendations	Aug-25	Aug-25	PW	Not Started
	Update of CIP	Nov-25	Nov-25	PW	Not Started
	Complete Training of Clive CE	Apr-25	Apr-25	PW	Not Started
Median Safety Ordinance/Roadside Solicitation: Direction and Development	Complete research w/ PW on narrow medians	Oct-24	Feb-25	PD	Done
	Work w/ legal counsel to finalize ord amendment	Nov-24	Jun-25	PD	In Progress
	CC Presentation: Discussion of proposed ordinance	Jan-25	Aug-25	PD	Not Started
	Contact WDM, Urbandale and Waukee re: coord	Mar-25	Apr-25	PD	Done
	CC Decision: Median Safety Ordinance Amendment	Apr-25	Aug-25	PD	Not Started

2024-25 Management Agenda Actions: Top Priority

Target	Milestones	Orig	Rev	Lead	Status
Fire-EMS Collaboration with Urbandale - Apparatus Sharing and Paramedicine 28Es	Identify collaboration partner/s	Dec-24	Jan-25	FD	Done
	Create, finalize and implement 28E for shared serv	May-24	May-25	FD	In Progress
	Finalize asset transfer of L325 and Urbandale unit	May-24	May-25	FD	In Progress
	Outfit new suppression apparatus for Station 32	Jul-25	May-25	FD	In Progress
	Complete "audit" of Clive/Urbandale response plan	Jul-25	May-25	FD	In Progress
	CC Decision: Shared Services 28E Agreement	May-25	May-25	FD	In Progress
	Create, finalize maintenance agreement w/ Urb	May-25	May-25	FD	In Progress
	CC Decision: Maintenance agreement adoption	May-25	May-25	FD	In Progress
	Prepare 28E (or internal resource) for bariatric care	Mar-25	Mar-25	FD	N/A
	CC Decision: 28E for bariatric patients adoption	Apr-25	Apr-25	FD	N/A
	Complete mini standards of coverage for Station 22	Jul-25	Aug-25	FD	In Progress
	Draft community health coordinator roles/response	Jun-25	Jun-25	FD	In Progress
Collective Bargaining and Negotiations: Direction and Contract Approval	PD and FD union recertification vote process done	Oct-24	Nov-24	AS	Done
	Staff research to prep for negotiations	Oct-24	Dec-24	AS	Done
	Initiate collective bargaining	Dec-24	Jan-25	AS	Done
	Negotiate agreements	Mar-25	Mar-25	AS	Done
	CC Pres/Decision: Collective bargaining agreements	Apr-25	Apr-25	AS	Done
City-Owned Flood Buyout Property - Short-Term Re-Use Strategy for Temporary Park	Survey of potential park uses	Sep-24	Sep-24	LS	Done
	Prepare conceptual plan for temporary park uses	Dec-24	Dec-24	LS	Done
	Present conceptual uses to Parks, Rec, Art Board	Jan-25	Jan-25	LS	Done
	CC Presentation/Decision: Park Conceptual Plan	Jan-25	Jan-25	LS	Done
	Completion of first phase of improvements	Jun-25	Jun-25	LS	In Progress
	Completion of second phase of improvements	TBD	TBD	LS	Not Started
City Hall/Library Renovation Project - Completion	CC Presentation/Decision: Full Remodel/Phasing	Sep-24	Sep-24	CM	Done
	Based on CC Direction, adjust schedule/phasing	Sep-24	Sep-24	CM	Done
	Develop financial plan for remaining phase	Nov-24	Nov-24	CM	Done
	CC Decision: CIP consideration/app for funding	Dec-24	Dec-24	CM	Done
	Complete detailed design and construction drawing	Dec-24	Dec-24	CM	Done
	CC Decision: Bid Phase 1 Construction, DCI Contract	Jan-25	Dec-24	CM	Done
	Relocate staff and begin Phase 1 construction	Jan-25	Jan-25	CM	Done
	Complete Phase 1 construction	May-25	Jul-25	CM	In Progress
	Finalize detailed design/construction for Phase 2	Jul-25	Jul-25	CM	In Progress
	Finalize financing plan for Phase 2	Aug-25	Aug-25	CM	Not Started

Linnan Park A) Park Redevelopment B) Harbach Blvd - Phase 2 Concepts C) Stormwater Plan	A. Amenity survey for playground, shelter, spray	Sep-24	Sep-24	LS	Done
	A. CC Presentation: Survey Results of concepts	Oct-24	Oct-24	LS	Done
	A. Public Meeting on updated concepts, Harbach	Oct-24	Oct-24	LS	Done
	A. 50% Design reviewed by staff	Nov-24	Nov-24	LS	Done
	A. 90% Design reviewed by staff	Dec-24	Mar-25	LS	Done
	A. Finalize Land Acquisition for Park	Dec-24	Feb-25	LS	Done
	A. Funding: Apply for Prairie Meadows Grant	Feb-25	Feb-25	LS	Done
	A. Site Plan Submittal	Feb-25	Jan-25	LS	Done
	A. Design 100% Plan set completed	Feb-25	Mar-25	LS	Done
	A. Bid docs, plans and specifications completed	Mar-25	Mar-25	LS	Done
	A. CC Decision: Site Plan, Plans and Specs, Bids	Apr-25	May-25	LS	In Progress
	A. Construction Starts	May-25	Jun-25	LS	Not Started
	A. Groundbreaking ceremony	Jun-25	Jun-25	LS	Not Started
	A. Construction completed	Jun-26	Jun-26	LS	Not Started
	B. Staff presented concepts by SmithGroup/V&K	Sep-24	Sep-24	LS	Done
	B. Revisions of concepts	Oct-24	Nov-24	LS	Done
	B. Final concepts from consultant	Nov-24	Dec-24	LS	Done
	B. City Staff starts design based off concepts	Jan-25	Jan-25	LS	Done
	C. Report: Draft report from consultant delivered	Sep-24	Dec-24	LS	Done
	C. Final Report: Consultant delivers final report	Nov-24	Dec-24	LS	Done
City Texting Platform to Disseminate Info to Clive Residents, Businesses and Others: Implementation	Select preferred platform, purchase	Sep-24	Oct-24	ACM	Done
	Platform buildout	Nov-24	Nov-24	ACM	Done
	Execute first phase opt-in campaign ahead of winter	Dec-24	Dec-24	ACM	Done
	Continue executing opt-in campaign	Ongoing	Ongoing	ACM	In Progress

2024-25 Management Agenda Actions: High Priority

Target	Milestones	Orig	Rev	Lead	Status
Non-Union Compensation Study: Budget FY 25-26 Funding	Research options for study and employee survey	Oct-24	Oct-24	AS	Done
	Prepare budget proposal for study/survey costs	Nov-24	Nov-24	AS	Done
	Budget workshop: FY 25-26 budget request	Feb-25	Feb-25	AS	Done
	CC Decision: FY 25/26 Budget Adoption	Apr-25	Apr-25	AS	Done
	Engage potential consultants	Aug-25	Aug-25	AS	Not Started
	Implement employee survey	Aug-25	Aug-25	AS	Not Started
	Compile survey results and finalize comp study	Sep-25	Sep-25	AS	Not Started
	CC Presentation: Results w/ Council Personnel Cmte	Oct-25	Oct-25	AS	Not Started

University Flood Mitigation A) Local Buyouts B) 2022 HMGP Project C) 2022 FMA Project D) 2023 FMA Swift Current E) 2024 BRIC Project Scoping F) 2024 HMGP Proejct	A. Allocation funding (CIP)	Nov-24	Nov-24	CD	Done
	A. Property owner outreach	Dec-24	Dec-24	CD	Done
	A. CC Decision: Purchase Agreement Approval	TBD	TBD	CD	On-going
	B. CC Decision: Purchase Agreement Approval	TBD	TBD	CD	Not Started
	B. Complete asbestos abatement	TBD	TBD	CD	Not Started
	B. Complete demolition	TBD	TBD	CD	Not Started
	C. CC Decision: Sub-Award Agreement Approval	Oct-24	Oct-24	CD	Not Started
	C. CC Decision: Purchase Agreement Approval	Jan-25	Jan-25	CD	Not Started
	C. Complete asbestos abatement	TBD	TBD	CD	Not Started
	C. Complete demolition	TBD	TBD	CD	Not Started
	D. CC Decision: Sub-Award Agreement Approval	Nov-24	TBD	CD	Not Started
	D. CC Decision: Purchase Agreement Approval	Feb-25	TBD	CD	Not Started
	D. Complete asbestos abatement	TBD	TBD	CD	Not Started
	D. Complete demolition	TBD	TBD	CD	Not Started
	E. RFQ solicitation	Sep-24	Sep-24	CD	Done
	E. CC Decision: PSA approval	Oct-24	Oct-24	CD	Done
	E. Project kickoff	Nov-24	Nov-24	CD	Done
	E. CC Review: Plan Approval	Oct-25	Oct-25	CD	Not Started
Water Resouces Master Plan Implementation: Next Steps	F. Develop application	Nov-24	Nov-24	CD	Done
	F. CC Decision: Application Submission Approval	Dec-24	Dec-24	CD	Done
	CC Decision: Manual Amendment PSA w/ consult	Sep-24	Oct-24	ACM	Done
	Decision on stormwater mgmt standards for streets	Nov-24	May-25	ACM	In Progress
	Complete manual amendment drafting	Nov-24	May-25	ACM	In Progress
	CC Decision: Manual Updates Approval	Jan-25	Jun-25	ACM	Not Started
	State of Clive Water presentation	Jan-25	Jan-25	ACM	Done
	Execute WQI projects along Little Walnut Creek	Apr-25	Apr-25	ACM	In Progress
	Execute second annual tree sale	May-25	May-25	ACM	In Progress
New Utility Billing Rate Structure and Process Improvements - A) Clean Up of Accounts, B) Title 8/Ordinances C) Utility Rates Review and Adoption, D) ERU Policy for Accounts	Execute second year of SWAP program	Ongoing	Ongoing	ACM	In Progress
	Execute 4th year of SQR program	Sep-25	Sep-25	ACM	In Progress
	A. Work order process for new construction imp	Oct-24	Feb-25	AS	Done
	A. Multi-meter location-based data push to Aclara	Oct-24	May-25	AS	In Progress
	B. PW review of draft materials provided	Oct-24	May-25	AS	In Progress
	B. PW Drafts redlines of Title 8 and Policy	Dec-24	May-25	AS	In Progress
	B. Iowa codification review of changes	Jan-25	Jun-25	AS	Not Started
	B. CC Pres/Decision: Title 8 ordinance changes	Apr-25	Jun-25	AS	Not Started
	C. Review utility cash flow with PFM	Sep-24	Sep-24	AS	Done
	C. Finance review with City Manager	Nov-24	Dec-24	AS	Done
	C. Budget workshop: FY 25/26 proposed rates	Feb-25	Feb-25	AS	Done
	C. CC Decision: FY 25/26 Utility Rates	Apr-25	May-25	AS	In Progress
	D. Review internal policy development PW, CD, GIS	Dec-24	Dec-24	AS	Done
	D. Prepare draft policy developed and CM review	Feb-25	Feb-25	AS	Done
Polk County Hazards Mitigation Planning Process: Adoption	D. CC Presentation/Decision: Draft ERU Policy	Apr-25	Apr-25	AS	Done
	D. Adjust customer accounts based on new policy	Jun-25	Jun-25	AS	In Progress
	Polk County EMA approval of updated plan	Nov-24	Nov-24	CD	Done
	Community meeting on updated plan	Nov-24	Nov-24	CD	Done
	CC Decision: Polk County Hazard Mitigation Plan	Dec-24	Oct-24	CD	Done

Westcom New Dispatch Facility: Financing Options and Policy Direction	Westcom hires OR to assist w/ facility strategy	Oct-24	May-25	CM	Delayed
	Westcom hires design team to develop concepts	Feb-25	Jun-25	CM	Delayed
	WDM Finance works w/ bond counsel on options	Feb-25	Jun-25	CM	Delayed
	Westcom Mgt Cmte reviews/confirms results	May-25	Jul-25	CM	Delayed
	CC Presentation: Westcom City Councils Facility Plan	Jun-25	Aug-25	CM	Delayed

2024-25 Management Agenda Actions: Moderate Priority

Target	Milestones	Orig	Rev	Lead	Status
City Gov't Built-Out Staffing Levels: Presentation w/ Findings and Options	Complete report of comparison cities staffing levels	Aug-24	Dec-24	AS	Done
	Pres/Discussion of findings w/ Executive Team	Sep-24	Jan-25	AS	Done
	CC Presentation: Report to Council Personnel Cmte	Sep-24	Jan-25	AS	Done
	CC Report: Building staffing levels comparison	Oct-24	Feb-25	AS	Done
Horizon Center: Incremental Business Music Festival Camp	Coordinate w/ property owner (Site Plan Issues)	Dec-24	Ongoing	CD	In Progress
	Site Plan/Building Renovation Review	Jun-25	TBD	CD	In Progress
	CC Decision: Camping Private Property Direction	TBD	TBD	CD	Done

2024-25 Management Agenda Actions: Low Priority

Target	Milestones	Orig	Rev	Lead	Status
WRA Parallel Trunk Sewer Installation: Impacts to Greenbelt	Clive Property Acquisition - Preparation of plats	Sep-24	Nov-24	PW	Done
	86th St Connections/Development	Oct-24	Oct-24	PW	Done
	CC Presentation: Alignment and Property Impacts	Nov-24	May-25	PW	In Progress
	Final Plans	Dec-24	May-25	PW	In Progress
	Acquisition of easements	Feb-25	Jul-25	PW	In Progress
	Letting	Jul-25	Jul-25	PW	Not Started
	WRA Construction - Phase 1 West of I 35/80	Dec-26	Sep-25	PW	Not Started
	Phase 2 East of I 35/80 (73rd St to W of I 35/80)	Aug-28	Aug-28	PW	Not Started
	Additional Opportunities - Indian Hills Re-meander	TBD	TBD	PW	Not Started
	Funding - Identify funding needs for WRA Work	TBD	TBD	PW	Not Started
Plan for Converting Radio to Fiber Comms in Water Distribution System	Identification of scope	Sep-24	May-25	PW	In Progress
	Preparation of proposal with estimates of cost	Oct-24	Jun-25	PW	Not Started
	CC Presentation: Proposal discussion/direction	Oct-24	Jun-25	PW	Not Started
	Identification of funding and program in CIP	Nov-24	Nov-25	PW	Not Started
	CC Decision: Project Approval	Dec-24	Dec-25	PW	Not Started
	Final Plans	TBD	TBD	PW	Not Started
	Construction	TBD	TBD	PW	Not Started
Aquatic Center Programs Strategy: Pool Scholarship Program and Regional Pool Pass	Review local and national best practices/report	Feb-25	Feb-25	LS	Done
	Draft proposed scholarship program, eligibility/cost	Jul-25	Jul-25	LS	In Progress
	Direction: Present program to Parks, Rec, Art Board	Aug-25	Aug-25	LS	Not Started
	CC Decision: Aquatic Center Scholarship Prog App	Aug-25	Aug-25	LS	Not Started
	Work w/ Clive Comm Foundation fund development	Aug-25	Aug-25	LS	Not Started
	Program implementation	Jan-26	Jan-26	LS	Not Started

Public Works Lobby and Breakroom Security Remodel: Direction and Funding	Final design w/ OPC	Sep-24	Nov-24	PW	Done
	CC Presentation: Discussion, Funding, Direction	Oct-24	Nov-24	PW	Done
	Create temporary locker room and break area	Nov-24	Nov-24	PW	Done
	Demolition	Nov-24	Nov-24	PW	Done
	Framing	Dec-24	Dec-24	PW	Done
	Electrical, Plumbing and HVAC rough-in (contract)	Dec-24	Dec-24	PW	Done
	Construction completed - in-house work	Mar-25	May-25	PW	Not Started
Community Rating System for Upgrade to Class 4	ISP Verification Discussion	Nov-24	Nov-24	CD	Done
	Polk County Hazard Mitigation Plan Approval	Dec-24	Dec-24	CD	Done
	Submit Application	Jan-25	Jan-25	CD	Done
University Blvd Pump Station Relocation Project: Grant App, Design and Funding	Finalize location for new Pump Station	Sep-24	Jun-25	PW	In Progress
	Supplemental PSA	Sep-24	Dec-24	PW	Done
	Preliminary Plans	Nov-24	May-25	PW	In Progress
	CC Decision: Hazard Mitigation Grant Application	Dec-24	Apr-25	PW	Done
	Hazard Mitigation Grant Application Results	Jul-25	Jul-25	PW	Not Started
	CC Decision: Order Generator (\$100K) Approval	Jul-25	Jul-25	PW	Not Started
	Final Plans	Oct-25	Oct-25	PW	Not Started
	CC Decision: Funding Approval	Nov-25	Nov-25	PW	Not Started
	Project letting	Jan-26	Jan-26	PW	Not Started
	CC Decision: Award contract	Jul-26	Jul-26	PW	Not Started
	Construction	Dec-26	Dec-26	PW	Not Started
Management and Employee Succession Planning Program: Update Report	Review strategic issue memo w/ Department Dirs	Mar-25	May-25	AS	Not Started
	Create projection report for all employees	Apr-25	Apr-25	AS	Done
	CC Report: Council Personnel Committee	May-25	May-25	AS	Not Started
	CC Report: Updated strategic issue memo to M/CC	Aug-25	Aug-25	AS	Not Started
Recreation Revenue Recovery Guidelines: Direction	Research best practices and develop report	Jan-25	May-25	LS	In Progress
	Develop proposed guidelines for the program	May-25	May-25	LS	In Progress
	Present proposed guidelines to Parks Board	May-25	May-25	LS	Not Started
	CC Presentation: Proposed policy/guidelines	May-25	May-25	LS	Not Started
	Revise policy based on Parks and CC feedback	Jun-25	Jun-25	LS	Not Started
	Parks Board adoption of guidelines	Aug-25	Aug-25	LS	Not Started
	CC Decision: Recreation Revenue Guidelines Adopt	Sep-25	Sep-25	LS	Not Started
Snow Removal Policy and Related Ordinances: Review and Direction	Complete research approaches by other cities	Oct-24	Jan-25	PW	Done
	Internal Disc w/ Police/Fire/Parks/Comms	Apr-25	May-25	PW	In Progress
	Prepare report on current snow policy, alternatives	Jun-25	Jun-25	PW	Not Started
	CC Presentation: Snow Removal Report, Direction	Jul-25	Jul-25	PW	Not Started
	Update/Draft ordinance changes (if any)	Aug-25	Aug-25	PW	Not Started
	CC Decision: Ordinance Approval (if any)	Oct-25	Oct-25	PW	Not Started
Right-of-Way Management Policy	Complete Draft ROW Policy	Feb-25	May-25	PW	In Progress
	Review of draft policy by legal counsel	Mar-25	Jun-25	PW	Not Started
	CC Presentation/Decision: Policy for private infra	Apr-25	Jul-25	PW	Not Started
	Update forms and processes	May-25	Aug-25	PW	Not Started
	Implementation	Jun-25	Sep-25	PW	Not Started
Herbicide and Pesticide Policy: Report and Direction (MS4 Review)	Internal Discussion w/ Parks	Oct-24	Feb-25	PW	Done
	Final Report	Nov-24	May-25	PW	Not Started
	CC Presentation: Herbicide and Pesticide Policy	Jan-25	Jun-25	PW	Not Started
	Implementation of new recommendations (if any)	Mar-25	Jun-25	PW	Not Started

2024-25 Management In Progress

Management Projects	Orig	Rev	Who	Status
Citywide Process Improvements: Departmental Reports	Ongoing	Ongoing	TS	In Progress
Regular Quarterly Email Phishing Campaigns	Ongoing	Ongoing	TS	In Progress
Executive Team - Team member transition/retirements, relationship building	Ongoing	Ongoing	CM	In Progress
Police Short-Term Critical Staffing Shortages with Creative Scheduling/Overtime	Ongoing	Ongoing	PD	In Progress
Public Works Certification - Water Distribution, Sewer Collect, Traffic Tech	Ongoing	Ongoing	PW	In Progress
Quarterly Supervisory Training Program	Ongoing	Ongoing	AS	In Progress
Mentoring and Developing HR Specialist and HR Administrative Specialist	Ongoing	Ongoing	AS	In Progress
Human Resources Roadshow and Office Hours	Ongoing	Ongoing	AS	In Progress
Dallas County Referendum - Public Education Campaign: Development/Info	Sep-24	Oct-24	ACM	Done
Westcom Support - Fiber Connectivity Project	Oct-24	Jun-25	TS	In Progress
Fire NFPA Physicals - Add Cancer Screening	Oct-24	May-25	FD	In Progress
Computer replacements: Fire and Police	Nov-24	Nov-24	TS	Done
Lucity system/asset management implementation: Parks	Nov-24	Jun-25	TS	In Progress
Staff CDL Training Program - Development and Implementation	Nov-24	May-25	PW	In Progress
Recruitment and New Employee Orientation Process Improvements	Nov-24	May-25	AS	In Progress
Voice-to-Cloud System with RingCentral: Implementation	Nov-24	Nov-24	TS	Done
City-State Legislative Agenda 2025: Approval	Dec-24	Dec-24	ACM	Done
Police Leadership Transition: Update and Direction	Dec-24	Dec-24	PD	Done
Records Management: Preparation for Move/City Hall Remodel	Dec-24	Sep-25	AS	In Progress
Onboarding Seasonal Employees Process Improvements: Completion w/ LS	Dec-24	Dec-24	AS	Done
Employee Committees Reorganization: Completion	Dec-24	May-25	AS	In Progress
GIS Department Future Planning	Dec-24	Jul-25	TS	In Progress
Technology/Information Annual Security Penetration Testing	Dec-24	Mar-25	TS	Not Started
City Training Plan and Start Implementation: 2024-2025 Plan	Dec-24	Mar-25	AS	Done
Financial Audit FY 23-24: Completion	Dec-24	Dec-24	AS	Done
Annual Capital Improvement Plan 2025: Update	Dec-24	Dec-24	AS	Done
Disaster Recovery/Business Continuity of Operations Framework: Document	Dec-24	Jun-25	TS	Not Started
Employee Benefits and Safety Fair	Dec-24	Dec-24	AS	Done
Back-Up Data Center: Implementation	Dec-24	Jan-25	TS	Done
Utility Billing Payment Options: Research and Report	Jan-25	Jan-25	AS	Done
Transition from Broker TrueNorth to IGHCP	Jan-25	Jan-25	AS	Done
Public Works Facility Wi-Fi Network Improvements	Jan-25	May-25	TS	In Progress
EMS Write Off Data	Jan-25	Feb-25	FD	N/A
Annual Community Engagement Plan	Jan-25	Jan-25	ACM	Done
Fire Staffing Levels/Makeup New Standards: Implementation	Jan-25	Mar-25	FD	Done
City Led Community Volunteer Program: Update Report	Feb-25	May-25	LS	Not Started
Technology Subject Matter Experts Development	Feb-25	Jun-25	TS	Not Started
Development Review Process Improvement - Multi-Dept, Facilitated by ACM	Feb-25	Jul-25	ACM	In Progress
Electronic Utility Bills: Policy, Direction	Mar-25	Mar-25	AS	Done
GeoHub/Map Center Centralization	Mar-25	Mar-25	TS	Not Started
Service Work Order Mobile App: Implementation	Mar-25	Mar-25	PW	Done
Annual Performance Evaluation Process Adjustments - Implementation	Mar-25	Mar-25	AS	Done
Fire All FT Staff: Solidification of Roles and Responsibilities: Update	Mar-25	Mar-25	FD	Done

Public Safety Radio Replacement: Completion	Mar-25	Mar-25	FD/PD	Done
Moving Library Circulation System from On-Prem to Cloud - FY 25/26 Funding	Mar-25	Aug-25	LS/TS	Not Started
Public Safety Staff Recruitment/Retention Strategy: Continued Implementation	Mar-25	Jun-25	PD/FD	Not Started
Budget FY 25-26: Development	Apr-25	Apr-25	AS	Done
Cross Training between AS and CD for City Hall Reception: Completion	Apr-25	Apr-25	AS/CD	Not Started
City-Federal Legislative Agenda 2025: Approval	May-25	May-25	ACM	In Progress
2024B/2025A Bond Sales: Completion (Including New Bond Rating)	May-25	May-25	AS	Done
Clive's Various e-Newsletters Standardization and Monthly Newsletter	May-25	Jul-25	ACM	In Progress
GIS System Upgrade	May-25	May-25	TS	In Progress
Breach Reporting Plan and Incident Response Team: Update	Jun-25	Jun-25	TS	In Progress
Employee Handbook: Annual Update	Jun-25	Jun-25	AS	In Progress
Fire Department Strategic Plan: Implementation	Jun-25	Jun-25	FD	In Progress
Fire Officer Development Program (All Officers)	Jun-25	Jun-25	FD	Not Started
Fire Company Officer Development Program (Acting Officers in Charge)	Jun-25	Jun-25	FD	Not Started
Fire Executive Leadership Development/Class/Course/Retreat	Jun-25	Jun-25	FD	Not Started
Fire Vehicle Spec Process (320)	Jun-25	Nov-24	FD	Done
Safety Training Program: Development (w/ incident review)	Jul-25	Jul-25	AS	In Progress
Part-Time to Full-Time Library Staffing - 2nd position conversion: Completion	Jul-25	Jul-25	LS	N/A
City Council Elections - Candidate Support/Info, Update Orientation Guide	Jul-25	Jul-25	AS	Done
Three New Police Officers: Hiring and Training	Jul-25	Jul-26	PD	In Progress
Partial Special Census 2025: Completion	Aug-25	Aug-25	AS	Not Started
Large Meter Replacement	Ongoing	Ongoing	PW	In Progress
Clive Detention Basins and Ongoing Development of Repair Schedule	Ongoing	Ongoing	PW	In Progress
Clive Public Safety Center: Maintenance Plan	Oct-24	Mar-25	LS	Done
Clark Street Pilot Green Infrastructure Evaluation After Action Report	Oct-24	Jul-25	ACM	Not Started
Lead/Copper Service Line Inventory Survey: Completion	Oct-24	Oct-24	PW	Done
Berkshire Boston Parkway Tree: Update Report	Oct-24	Feb-25	CD	Done
"Traffic Not Stopping at Stop" Signs Policy: Direction	Nov-24	May-25	PW	In Progress
Alice's Road ROW Demolitions: Completion	Dec-24	Dec-24	CD	Done
MS4: Annual Reporting, Annual Inspection, Process Improvement	Dec-24	Dec-24	PW	Done
Indian Hills Woods Flood Mitigation Grant Application	Dec-24	Dec-24	CD	Done
Development Infrastructure Policies/SOP (Water, Sewer, Streets, Stormwater)	Feb-25	Jun-25	PW	In Progress
Information Handout for Private Improvements	Feb-25	Jun-25	PW	In Progress
Metro Park West Flood Hazard Mitigation Plan: Implementation (Grant Funded)	Feb-25	Jun-25	CD	In Progress
5-Year Implementation Plan of Recommendations of 2016 Watershed MP	Mar-25	May-25	PW	Not Started
Work Order System for Facilities: Direction and Funding	Mar-25	Jul-25	LS	Not Started
Railroad Crossing Swanson Blvd Rehab: Evaluation Report	May-25	May-25	PW	Not Started
Stormwater Sewer Sheds Development: Review	Jun-25	Jun-25	PW	Not Started
State/Federal Lobbying and Grants for 86th Corridor Projects	Ongoing	Ongoing	ACM	Done
Clive Historical Society Assets Transfer and "Mothball" Facility: Completion	Dec-24	May-25	ACM	In Progress
Harbach District 1/Harbach Blvd Stormwater Pilot Program: Re-Evaluation	Apr-25	May-25	PW	In Progress
Safety Review of 90th Street Trail Connection: Assessment, Modification, Fund	Aug-25	Aug-25	LS	Not Started
Greenbelt Vegetation Management Study - Phase 2	Sep-24	Nov-24	LS	Done
Invasive Plants and Vegetation Management: Phase 1 Implementation	Dec-24	Feb-25	LS	Done
Greenbelt Trail Education Campaign: Safety and Etiquette	May-25	May-25	ACM	In Progress
Greenbelt Landing Individual Donor (Goal: \$100,000)	Oct-25	Oct-25	ACM	In Progress
Development facilitation - Dehner Distillery, Shadow Creek Area, Emerald Isle	Ongoing	Ongoing	CD	In Progress

Library Strategic Plan: Implementation	Ongoing	Ongoing	LS	In Progress
Landscape Management Plan: Development	Ongoing	Ongoing	LS	In Progress
Homeowner Education on Federal Energy Efficiency Grant Program: Campaign	Ongoing	Ongoing	ACM	NA
Home Show Expo 2024 - Shadow Creek West	Sep-24	Sep-24	ACM	Done
Library fine free: annual report	Dec-24	May-25	LS	In Progress
Development Standards Manual/Zoning Ordinance Update: M/CC Direction	Feb-25	Feb-25	CD	Done
Neighborhood Trail Closure Gates: Installation	May-25	May-25	LS	Done
Substantial Damage/Substantial Improvement Management Plan	Jul-25	Jul-25	CD	Not Started
Clive Festival 2025 - 50th Anniversary	Jul-25	Jul-25	LS	Not Started

2024-25 Major Projects

Capital Projects	Orig	Rev	Who	Status
Annual Soil Quality Restoration (SQR) Citywide Cost-Share Program	Nov-24	Nov-24	PW	Done
New ATC Cabinet: Installtion - Installation	Nov-24	May-25	PW	In Progress
Clark and NW 101st Crosswalk Replacement: Completion	Nov-24	Nov-24	PW	Done
Traffic Cabinets w/ ATC Cabinets Replacement: Funding	Nov-24	Dec-24	PW	Done
Annual Street Light LED Revamp: Completion	Dec-24	Dec-24	PW	Done
Annual Walk/Don't Walk Countdown Signals: Installation/Completion	Dec-24	May-25	PW	Not Started
Public Works/MWA Recycling Pad Signage: Completion	Dec-24	Apr-25	PW	Done
Annual 2024 Pavement Rehabilitation Projects: Completion	Dec-24	Dec-24	PW	Done
Hickman Road and NW 161st Phase 2 Project - SE Legacy Drive Completion	Dec-24	Dec-24	PW	Done
99th Court Reconstruction Construction	Dec-24	Dec-24	PW	Done
Emerald Isle Drive Reconstruction - Consultant Coordination and final design	Dec-24	Dec-24	PW	Done
Annual Stormwater Restoration Projects:	Jan-25	Apr-25	PW	Done
VLANS for Upgraded Wifi and Security Cameras at Public Works: Completion	Mar-25	May-25	TS	In Progress
Annual Sanitary Sewer Lining Project	May-25	May-25	PW	Done
Park Maintenance Lean-To: Construction	Jun-25	Jun-25	LS	In Progress
Automatic Values at 86th St, 118th St Vaults and Values Replace	Jul-25	Jul-25	PW	In Progress
NW 114th St Reconstruction - Completion	Jul-25	Jul-25	PW	In Progress
Annual Clive Street Light Painting: Completion 2025	Aug-25	Aug-25	PW	Not Started
Flashing School Safety Systems at Douglas Ave and Shuler Elementary	Aug-25	Aug-25	PW	Not Started
Public Works Site Improvements: Design and Approval	Sep-25	Sep-25	PW	In Progress
Forest Ave Water Main Replacement: Completion	Oct-25	Oct-25	PW	Not Started
NW 142nd St and University Intersection Replacement: Completion	Nov-25	Nov-25	PW	Not Started
Street Light Cabinets on 86th St Replacement (2)	Dec-25	Dec-25	PW	Not Started
Harbach Blvd Reconstruction Phase 2 - 82nd to 86th Preliminary Design (V&K)	Dec-24	Dec-24	PW	Done
Annual Greenbelt Trail Maintenance Projects (73rd - 100th)	Aug-25	Aug-25	LS	Not Started
Cirksena Park: Completion	May-25	May-25	LS	In Progress
Canary Park detention drainage improvements	Jul-25	Jul-25	LS	Not Started
Neighborhood park signs annual replacement program: Trail/911 Safety Signs	Jul-25	Jul-25	LS	Not Started
Campbell Park Dugouts: Funding	Dec-25	Dec-25	LS	Not Started