



CLIVE CITY COUNCIL

AGENDA, REGULAR MEETING

1900 NW 114th Street

November 13, 2025 6:00 PM

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

link: <https://us06web.zoom.us/j/82278126549> - Meeting ID: 822 7812 6549 - One tap
mobile: +13126266799,,82278126549#

Call to Order/Roll Call/Pledge of Allegiance

Approval of the Agenda

Citizens Presentation

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

Presentation

1. Departments of Administrative Services, Community Development, and Information Technology Process Improvement

Consent Items

1. City Manager Memo
2. City Manager Report - October 2025
3. Assistant City Manager Report - October 2025
4. Administrative Services Report - October 2025
5. Community Development Report - October 2025
6. Fire Department Report - October 2025
7. Leisure Services Report - October 2025
8. Police Department Report - October 2025
9. Public Works Report - October 2025
10. Approve 10/23/2025 City Council Minutes
11. Bill List
12. Approve Retail Alcohol Sales License Renewal Application - Crown Liquors - 7700 University Avenue, Suite A
13. Resolution Approving Contract Amendment with DCI Group for Construction Management of Greenbelt Landing Project - \$193,781.49
14. Resolution Approving Change Order #4 - Caliber Concrete LLC - 2025 NW 138th St HMA Overlay - \$4,500.00

15. Resolution Approving Change Order #4 - Iowa Earth Works - Little Walnut Creek Stream Stabilization East of Alice's Road - (-\$100,287.77)
16. Resolution Approving Change Order #2 - Boulder Contracting, LLC - NW 114th Street Bridge Repair Project - (-\$4,938.20)
17. Resolution Approving Change Order #2 - Des Moines Asphalt and Paving - Country Club Boulevard HMA Pavement Rehabilitation Project - (-\$1,951.75)
18. Resolution Approving Change Order #2 - Iowa Signal, Inc. - Douglas Parkway and Berkshire Parkway Traffic Signalization Project - (-\$8,453.87)
19. Resolution Approving Change Order #8 - Alliance Construction Group - NW 114th Street Reconstruction - (-\$31,695.70)
20. Approve Pay Request #1 - DCI Group - City Hall Remodel Phase 2 Project - \$36,924.34
21. Approve Pay Request #1 - Elite Fire Sprinkler - City Hall Remodel Phase 2 Project - \$8,584.50
22. Approve Pay Request #1 - Elite Glass and Metal - City Hall Remodel Phase 2 Project - \$9,513.18
23. Approve Pay Request #1 - Keystone Construction - City Hall Remodel Phase 2 Project - \$44,586.15
24. Approve Pay Request #2 - Caliber Concrete - Linnan Park Construction Project - \$16,026.50
25. Approve Pay Request #2 - Cunningham, Inc. - City Hall Remodel Phase 2 Project - \$17,702.50
26. Approve Pay Request #2 - DCI Group - City Hall Remodel Phase 2 Project - \$30,513.63
27. Approve Pay Request #2 - NAI Electrical - City Hall Remodel Phase 2 Project - \$24,067.64
28. Approve Pay Request #2 - Stapes Concrete and Grading LLC - City Hall Approach Replacement Project - \$43,452.12
29. Approve Pay Request #2 - The Concrete Company - 2025 Residential PCC Pavement Rehabilitation Project - \$475,726.75
30. Approve Pay Request #4 - Hansen Company - Linnan Park Construction Project - \$66,181.27
31. Approve Pay Request #4 - On Track Construction, LLC - Linnan Park Construction Project - \$308,314.50
32. Approve Pay Request #5 - Absolute Group - Greenbelt Landing Construction Project - \$5,874.80
33. Approve Pay Request #5 (Final) - Iowa Signal, Inc. - Douglas Parkway and Berkshire Parkway Traffic Signalization Project - \$3,805.81
34. Approve Pay Request #6 (Final) - Elite Fire Sprinkler - City Hall & Library Renovation Phase 1 Project - \$1,685.00
35. Approve Pay Request #6 (Final) - LA Fulton & Sons - City Hall & Library Renovation Phase 1 Project - \$4,839.50

36. Approve Pay Request #6 (Final) - Mid-American Glazing Systems - City Hall & Library Renovation Phase1 Project - \$3,061.15
37. Approve Pay Request #7 - Caliber Concrete LLC. - 2025 NW 138th Street HMA Overlay - \$30,000
38. Approve Pay Request #7 - Country Landscapes - Greenbelt Landing Construction Project - \$10,257.00
39. Approve Pay Request #8 - Concrete Technologies, Inc. - Alice's Road Phase 1A Reconstruction Project - \$935,972.96
40. Approve Pay Request #8 (Final) - Dahl Air Condition & Heating - City Hall & Library Renovation Phase 1 Project - \$14,602.50
41. Approve Pay Request #10 - DCI Group - City Hall-Library Remodel Phase 1 Project - \$25,749.82
42. Approve Pay Request #10 - Keystone Construction - City Hall & Library Renovation Phase 1 Project - \$8,330.03
43. Approve Pay Request #10 - On Track Construction - Greenbelt Landing Construction Project - \$96,638.75
44. Approve Pay Request #11 - Iowa Earth Works - Little Walnut Creek Stream Stabilization East of Alice's Road - \$ 21,988.02
45. Approve Pay Request #12 - Air-Con Mechanical Corp. - Greenbelt Landing Construction Project - \$15,518.68
46. Approve Pay Request #12 - University Boulevard Flood Mitigation - Project Scoping Plan - Confluence, Inc. - \$18,661.25
47. Approve Pay Request #13 - Central Iowa Mechanical - Greenbelt Landing Construction Project - \$7,600.00
48. Approve Pay Request #13 - Keystone Construction - Greenbelt Landing Construction Project - \$344,734.67
49. Approve Pay Request #17 - Alliance Construction Group - NW 114th Street Reconstruction - \$14,949.91
50. Approve Pay Request #17 - Stantec Consulting Services - Little Walnut Creek Restoration and Trail Construction - \$ 32,250.85
51. Resolution Approving Substantial Completion and Accepting the Work - City Hall & Library Renovation Phase1 Project
52. Resolution Accepting Work - NW 114th Street Bridge Repair Project
53. Resolution Accepting Work for the Little Walnut Creek Stream Stabilization East of Alice's Road Project
54. Resolution Accepting Work - Douglas Parkway and Berkshire Parkway Traffic Signalization Project
55. Approve Purchase - Capitol City Equipment Company - 2026 Bobcat T76 Compact Track Loader (Unit #790) - \$53,604.44
56. Approve Purchase - NeoGov Perform Module - \$5,347.62 Yr 1, \$7,274.08 Yr 2, and \$7,856.01 Yr 3

57. Approve Capital Equipment Purchase - Chrysler Voyager Minivan - Stew Hansen Dodge - \$39,995.00
58. Resolution Approving the Acquisition of 4120 Alices Road for the Alices Road Reconstruction Project, Including a Purchase Agreement, Relocation Benefits, and a Related Lease Agreement
59. Resolution Approving Annual IDOT Street Financial Report
60. Resolution Approving the State of Iowa FY2025 Annual Financial Report
61. Resolution Approving Debt Certification Forms, Appropriating Funds, and Directing Filing of Certifications
62. Resolution Obligating Urban Renewal Funds - Annual Appropriation - Nebraska Furniture Mart Development - \$136,227.20
63. Resolution Accepting Public Improvements in Berkshire North Plat 10
64. Resolution Setting Public Hearing (12/11/25, 6:00 p.m.) - Little Walnut Creek West of Alice's Road Large Woody Vegetation Management
65. Resolution Setting a Date (12/11/2025, 6:00 p.m.) of Meeting at Which it is Proposed to Approve a Development Agreement with Fortress Bank, Including Annual Appropriation Tax Increment Payments
66. Resolution Accepting 1st Amendment to Surface Water Flowage Easement for Deer Ridge West Plat 3, Lot 9 - 2688 NW 152nd ST
67. Resolution Accepting 1st Amendment to Storm Sewer Easement for Indian Hills Plat 7, Lot 42 - 10215 Lincoln AVE
68. Resolution Accepting 1st Amendment to Overland Flowage and Private Storm Sewer Easement for Shadow Creek Plat 7, Lot 34 - 17583 Hammontree DR
69. Resolution Accepting 1st Amendment to Permanent Surface Water Flowage Easement for Huntington Ridge Plat 3, Lot 0 - 12960 Clark ST
70. Resolution Accepting 1st Amendment to Surface Water Flowage Easement for Berkshire North Plat 6, Lot 7 - 16657 Dellwood DR
71. Resolution Accepting 1st Amendment to Overland Flowage and Private Storm Sewer Easement for Shadow Creek Plat 8, Lot 15 - 17976 Townsend DR
72. Resolution Accepting Emerald Isle Drive Public Improvements
73. Receive and File Board of Adjustment Minutes - 09/16/2025
74. Accept Decision & Order for Board of Adjustment Case# BOA25-000002: 2555 Berkshire Parkway - Shaw Spine and Sport
75. Resolution Approving Grant Application for USA Swimming Youth Learn to Swim for Clive
76. Approve Pay Rate - Jonathan Cygan - Engineering Administrator - \$128,000/Yr - Effective 04/12/2026
77. Approve Pay Rate - Daniel Lass - Building Inspector II - \$39.03/Hr - Effective 11/23/2025

Action Items

1. Public Hearing - Parkland Vacation

- a. Resolution Vacating a Portion of Greenbelt Park
 - b. Resolution Approving Purchase Agreement and Quit Claim Deed - Parcel 23-45
 - c. Resolution Approving Lot Tie Agreement - Parcel 23-45 and Lot 49, Shadow Creek Plat 6
2. Public Hearing - Zoning Ordinance Amendment Regarding Boarding and Lodging Houses
 - a. Consideration of Proposed Ordinance No. 1173 - Zoning Ordinance Amendment Regarding Boarding and Lodging Houses
3. Public Hearing - Hickman Road Right-of-Way Vacation
 - a. Resolution Approving Public Improvements Agreement - 11140 Hickman Road
 - b. Resolution Vacating a Portion of Hickman Road Right-of-Way
 - c. Site Plan and Preliminary Plat - Fortress Bank - 11140 Hickman Road
4. Annual Financial Audit Report FY2025 - Presentation by Brad Theisen, Eide Bailly
 - a. Resolution Approving Annual Audit Report for FY2025
5. Resolution Approving Purchase - City Hall Renovation Phase 2 - Furniture Acquisition and Installation - All Makes, Inc. - \$191,124.90
6. 3rd Consideration of Ordinance No. 1172 - Amend Provisions of Title 10 Building Regulations of the City of Clive Regarding - Chapter 12 (Rental Housing Code)
 - a. Resolution Approving Updated Rental Housing Program Guidelines, Fee Schedule, Rental Owner Checklist And Rental Owner Inspection Guide

Discussion

1. University Boulevard Flood Mitigation- Project Scoping Plan Presentation
2. Draft 2026 State Legislative Priorities
3. City Owned Pond Policy Review and Discussion
4. Regional Entities - City Council Direction on Key Decisions

Correspondence

Reports

Adjournment



Memo

TO: Mayor and Council members

FROM: Elizabeth Hansen, Director of Administrative Services

DATE: November 13, 2025

RE: Departments of Administrative Services, Community Development, and Information Technology Process Improvement

SYNOPSIS:

Department of Administrative Services staff will present its annual process improvement, which was coordinated with the Community Development and Information Technology departments. This year's process improvement will be the improvements made to the ERU policy and procedures.

Attachments:

1. 2025 Process Improvement -ERU

Commercial Stormwater Fee (ERU)

Previously

- Total ERU divided between all water meters on property
- Updated inconsistently
- Not consistent on ERU calculation(s)
- Best Practice?



Current

- Calculate ERU by parcel with the Planimetric within GIS software / Updated with site plans / permits
 - Community Development – Amanda
- Combine data to find variances and to quickly update UB billing
 - GIS Department – Corey P.
- Created new owner data set for commercial owners and bill monthly
 - UB Division - Team
- Tax Parcel Based, Owners updated with county link, established policy, eliminated unnecessary errors





Memo

TO: Mayor and Council members
FROM: Matt McQuillen, City Manager
DATE: November 13, 2025
RE: City Manager Memo

SYNOPSIS:

Attached please find the City Manager's Memo for the November 13, 2025 meeting of the Clive City Council.

Attachments:

1. General Info Memo 11-13-25



MEMO

To: Mayor Edwards and Clive City Council

From: City Manager Matt McQuillen

Date: November 10, 2025

Re: General Information Memo – November 13, 2025 City Council Meeting

The November 13, 2025, City Council meeting will be in-person in the Council Chambers at Clive City Hall & virtually at: <https://us06web.zoom.us/j/82278126549>

Consent Agenda – With only one regular meeting in November we have a lengthy consent agenda for your consideration. There are several items to note. First, staff and DCI Group are ready to present the first contract amendment for the construction services and general conditions agreement for the Greenbelt Landing Project. With the project extending to May 2026, DCI's contract is set to expire at the end of the calendar year. With five additional months of work the amendment includes additional expenses for DCI staff and general conditions expenses in the amount of \$193,781.49 to complete the project. Second, staff is ready for Council consideration and approval of the acquisition of 4120 Alice's Road for ROW for a future phase of the Alice's Road Reconstruction Project. The property appraisal has been discussed with the Council previously and the review appraisal has confirmed the original appraisal. As noted in the agenda packet, there are some unique items associated with this acquisition due to the Federal Uniform Act and the need to comply with certain federal acquisition requirements such as relocation assistance and a price differential payment. Overall staff is requesting a not-to-exceed purchase and relocation assistance of \$459,035.83 for the acquisition.

Third, during this time of the year several state-required reports are submitted following your approval related to Tax Increment Financing, the Annual Financial Report and street expenses. Fourth, staff would request two public hearings be set for your December 11 meeting regarding consideration of an economic development financial package for the construction of Fortress Bank at 111th Street and Hickman Road, and to receive bids for tree and vegetative removals along Little Walnut Creek west of Alice's Road in anticipation of the upcoming streambank restoration and trail project over the next two years. Finally, we have two promotions on the agenda, first Daniel Lass has met the training/certification requirements to be promoted to Building Inspector II and approval of the wage rate for Jonathan Cygan to become Clive's next Engineering Administrator following the retirement of current Administrator Jim Hagelie in April 2026. Jonathan has been serving as Clive's Civil Engineer for the past three years and will be a great fit for the Administrator position.

Presentation – At the beginning of the November 13 meeting, the departments of Administrative Services, Technology Services and Community Development will present on their collaborative process improvement related to calculating and maintaining the ERUs for commercial stormwater utility customers.

Public Hearing: Parkland Vacation – A public hearing is scheduled to consider the vacation of a portion of City parkland to an adjacent single-family homeowner in Shadow Creek Plat 6. This transfer would restore the original lot configuration to ensure the homeowner can qualify for a Disabled Veteran Homestead Property Tax Credit. The City will receive market value pricing for the parkland and be reimbursed for all costs associated with the transaction. Additional details on the parkland vacation and associated actions are included in the agenda packet for your review. The Planning & Zoning Commission reviewed this vacation request at their November 4 meeting and would recommend approval.

Public Hearing: Boarding/Lodging Houses Zoning Amendment – A public hearing is scheduled to consider the first reading of a zoning ordinance regard boarding and lodging houses in residential land uses. Due to a series of state legislative changes over the past several years, staff has identified a need to update the zoning ordinance to recognize boarding and lodging houses as specific land uses. The proposed amendment will bring the zoning ordinance into conformity with the proposed rental housing ordinance and program updates that are anticipated to be adopted by the City Council later in the meeting. The proposed changes update definitions, allow Boarding Houses to be a permitted use in the R-3 Zoning District with Lodging Houses needing a special use permit from the Board of Adjustment for all residential districts. The zoning changes also include additional parking requirements for these uses. The Planning & Zoning Commission (P&Z) reviewed this proposed ordinance amendment at their November 4 meeting. Both staff and P&Z would recommend the City Council consideration and approval of ordinance's 1st reading.

Public Hearing: Hickman Road ROW Vacation – A public hearing is scheduled to consider a vacation of City ROW along Hickman Road to facilitate the redevelopment of commercial property on the southwest corner of Hickman Road and NW 111th Street for the Fortress Bank project. The vacation includes 0.28 acres of ground to allow the new building to be constructed further north. Water main will be realigned to accommodate the building along with relocation of the existing City signage. New signage will be constructed along with construction of an 18,000 square foot, 3-story Class A Office Building. Following the public hearing, a series of actions are included to vacate the ROW, consider a public improvements agreement for the water main and city signage relocation, and consider the site plan for the new bank. The Planning & Zoning Commission have reviewed these action items and would recommend approval. An economic development incentives agreement associated with the Fortress Bank project will come forward in December for the Council's review and consideration following another public hearing.

FY 2024-25 Audit Report – The City's Auditor, Eide Bailly and representative Brad Theisen, will be in attendance to present the final audit report for the fiscal year ending June 30, 2025. As shown in the agenda item and attached final audit, the City ended the fiscal year with positive revenues as compared to expenses. Brad will walk through the highlights of the audit with the Council during the meeting and receive any questions the Council may have on the audit. The auditor had one noted finding for the audit regarding statutory TIF reporting requirements, although no edits were necessary after follow-up with the Iowa Department of Management. The Clive Finance Team continues to do a great job managing the City's finances and being stewards of taxpayer money. Staff would recommend approving the FY 24-25 audit.

City Hall Renovation: Phase 2 Furniture Acquisition – Renovations to the lower level of City Hall are progressing with new walls going up and updated HVAC/electrical systems being installed. Over the past few months staff and the design/construction teams have reviewed plans for the installation of new furniture and office systems to match the newly remodeled space. Included in the agenda packet is a proposal with All Makes, Inc. for the purchase and installation of the furniture for Phase 2. This furniture proposal aligns with the Phase 1 furniture in style, color and models to be consistent across the entire building. Staff would recommend approval of the proposal using state bid pricing with All Makes, Inc. in the amount of \$191,124.90.



3rd Reading: Rental Housing Ordinance – During the previous meeting, Construction Services Administrator Ryan Mayer presented updated changes to the ordinance in terms of enforcement following collaborations with the City Attorney. Due to these changes the City Attorney advised a restart of the readings of this ordinance amendment with the 1st reading being approved at the October 9 meeting and the 2nd reading approved during the October 23 meeting. Staff have not received any additional comments since the first and second readings of the ordinance amendment and staff would recommend your approval of the third and final reading, along with the proposed resolution approving the updated rental housing program guidelines, fee schedule and checklist/inspection guides.

Discussion Items – At the end of the November 13 meeting staff have a series of presentation/discussion items to review with the City Council. First, staff and the consultant team are ready to review the final draft and recommendations for the University Boulevard Flood Mitigation Project Scoping Plan. Included in the agenda packet is a presentation outlining the recommendations and land use concepts associated with the federally-funded technical assistance effort of the potentials for what the University Boulevard Neighborhood could be following completion of the Flood Prone Property Buyout Program. Second, staff have drafted the 2026 State Legislative Priorities for City Council review and feedback. A copy of the draft priorities is included in the agenda packet for your review prior to the meeting. Third, following the implementation of a pilot program with a publicly-owned pond in the Shadow Creek neighborhood, staff are ready to present and seek Council feedback on a formal policy for publicly-owned pond maintenance for all City-owned ponds. Pending Council feedback on all three of these discussion items, formal action will be brought forward at the December meeting for Council consideration.

The final discussion item surrounds major decisions over the next month for three key regional entities, Des Moines Area Regional Transit (DART), Des Moines Wastewater Reclamation Authority (WRA) and Polk County Emergency Management Agency (PCEMA). Included in the agenda packet is a memo outlining the major decisions associated with these regional entities and a series of supportive documents for reference in the discussion at Thursday's meeting. The City Council will need to provide direction to Clive's representatives for these three regional bodies as decisions are made over the next month or so.

Tentative Upcoming Agenda Items

November 20 (Council Workshop)

- Presentation/Discussion – 2026-2030 Capital Improvements Plan

December 11

- Public Hearing – Fortress Bank Development Agreement/Economic Development Incentives
- Public Hearing – Little Walnut Creek (West of Alice's Road) – Vegetation Management Project
- Action – Mayoral Board and Commission Appointments, Mayor/Council Regional Appointments
- Action – 2nd Reading of Ordinance Amending the Zoning Code for Boarding/Lodging Houses
- Action – Receive and File the University Boulevard Flood Mitigation Scoping Plan
- Action – Professional Services Agreement w/ Snyder & Associates (Phase 4 Alice's Road Design)
- Action – Public Pond Management Plan/Policy
- Action – 2025 State Legislative Priorities
- Action – Professional Services Agreement w/ CPSM for Multi-City Fire Collaboration Study
- Presentation/Discussion – State of Clive Water





Memo

TO: Mayor and Council members

FROM: Matt McQuillen, City Manager

DATE: November 13, 2025

RE: City Manager Report - October 2025

SYNOPSIS:

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

Attachments:

1. CM Report 11-13-25



MEMO

To: Mayor Edwards and Clive City Council

From: City Manager Matt McQuillen

Date: 11/10/25

Re: City Manager's Report – October 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>
Caliber Concrete	\$4,420	10/31/25	Linnan Park CO #1 – Quick set concrete add and additional excavation needed due to unstable soils.
OnTrack Construction	\$22,197.37	10/31/25	Linnan Park CO #1 – Existing retaining wall removal, increase in storm sewer structure from 84" to 96" and additional geogrid for underground storm storage tank.

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

Financial “Dip” Plan – In October staff continued to engage with the PFM team on finalizing the 10-year financial model for the City including PFM modeling a series of short-term initiatives for both revenues and expenditures to be tested against the financial model for potential adjustments in the upcoming budget cycle. In addition, in October the Council approved moving forward with Service 2 of this effort (Comparison City identification) in parallel with the completion of the financial model. The goal is to present to Council the financial model with the short-term initiatives by the end of the year and begin work on the comparison city component of the work.

Fire-EMS Collaboration with Multi-Communities Study – The project is a collaborative study amongst multiple westside cities to evaluate and understand the opportunities for further Fire-EMS service delivery collaborations. A draft scope and contract have been developed by the Center for Public Safety Management (CPSM) to be the consultant for the study effort. Clive will serve as the fiscal agent for the study with the study costs being distributed based on population. In October, Clive shared a draft

Memorandum of Understanding (MOU) to memorialize the relationship between the cities for the study. Clive is waiting for confirmation from the other involved communities prior to presenting the final draft contract and MOU for Council consideration in December.

Clive's Regional Role: Discussion and Framework for the Future – For the coming year the City Council will be asked to weigh in regarding several regional entity questions that impact Clive. The entities include Central Iowa Water Works (CIWW) regarding the after-action review from the irrigation ban earlier this summer and potential changes in anticipation of future water shortage events, Des Moines Area Regional Transit (DART) and the changes proposed in the Reimagine DART plan impacting bus routes in Clive and Clive's funding of DART, Clive's role in the regional homelessness efforts through the Homeless Blueprint and the newly formed Housing Solutions Alliance (HAS) and Clive's perspective on Polk County Emergency Management Agency's (PCEMA) proposal to initiate a small property tax rate to provide ongoing support for the operations of PCEMA. Staff will include a discussion item on the November 13 agenda to review the status of the DART and PCEMA items for further direction and dialogue amongst the Council on Clive's role and perspective on these regional questions as decisions are needed by the end of the year on these.

Organization Effectiveness, Health and Capacity – This item has three components including an organizational health evaluation led by the Executive Team, development of a Middle Management Cohort Training program and a City Council discussion in early 2026 on the role of strategic planning now and going forward in the organization, including research on alternative initiatives such as Traction/EOS. Work on this item has not started yet.

Policy Agenda Items – Moderate Priority

Comprehensive Financial Policy and Strategy – The annual Capital Improvements Plan and Operating Budget development process has begun at the staff level. In October, following the City's Financial Strategy, staff began developing the CIP and Budget in accordance with the strategy for consideration of the 2026-2030 CIP in November/December of this year and the budget workshops in February 2026.

Management Agenda Items – High Priority

City Hall Remodel Phase 2 – In October demolition in the Phase 2 area was completed along with reconstruction of the entry driveway into the City Hall/Library property. Work has now transitioned to rough ins and installation of sanitary sewer piping in the floor.

Clive-WDM Schools Collaboration – Indian Hills Greenspace – During recent meetings of the City-School Collaborations Committee, both Clive and WDM School officials have identified a partnership opportunity for the future visioning and reinvestment in the school-owned greenspace north of Indian Hills Junior High. Pending the result of the School's Bond Referendum in November 2025, the City would engage with the School on identifying a neighborhood engagement process for a master planning effort for the Indian Hills Greenspace Area. Work on this item has not started yet.

Management Agenda Items – Moderate Priority

City Legal Services Evaluation – During the strategic planning workshops the City Council affirmed our relationship with Nyemaster as the City's legal counsel and with this affirmation the City will continue the incorporation of a new Assistant City Attorney into the legal team, Lisa Wieland. Over the next number of



months, the City Council will see a greater presence of Lisa during City Council meetings and the staff is already working with her on several projects. City Attorney Kristina Stanger and the City Manager will continue to review and discuss future transition decisions and find time for building a relationship between the City Council and Lisa over the next year.

Management In Progress Items

Citywide Process Improvements: Departmental Reports –Annually each department is asked to present a process improvement project/initiative staff has taken on to the City Council. So far this year almost all departments have already presented with one department left.

State Agenda Advocacy and Lobbying: Property Tax and TIF Reform –The City Manager’s Office will continue to be engaged in state legislative advocacy, especially in the areas of property tax and Tax Increment Financing (TIF) reform. In September, the City Manager served as a panelist for the release of the Iowa League of Cities Legislative Priorities during the League’s annual conference in Des Moines. In October work continued on developing proactive legislation around property tax reform and assisting the League in producing financial models to show the impacts of those proposals on Iowa cities.





Memo

TO: Mayor and Council members

FROM: Pete De Kock, Assistant City Manager

DATE: November 13, 2025

RE: Assistant City Manager Report - October 2025

SYNOPSIS:

Assistant City Manager Report — October 2025

Attachments:

1. October 2025 ACM and Tech Services Report



Assistant City Manager and Tech Services Monthly Report

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

Assistant City Manager and Tech Services Monthly Report

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

Assistant City Manager and Tech Services Monthly Report

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

Monthly Highlights

- Greater Des Moines Partnership Government Policy Committee meeting re: state legislative priorities, 10/3 and 10/17
- HKS course on AI use by government entities throughout the month
- DART commission meeting on 10/7
- ISWEP legislative priorities meeting on 10/7
- Dallas County Development Alliance annual luncheon on 10/8
- ISWEP membership meeting on 10/15
- League of Cities Legislative Policy Committee 10/16
- Walnut Creek WMA quarterly meeting on 10/20
- CIWW board meeting on 10/22



Memo

TO: Mayor and Council members

FROM: Elizabeth Hansen, Director of Administrative Services

DATE: November 13, 2025

RE: Administrative Services Report - October 2025

SYNOPSIS:

Please see the attached monthly report with supplemental documentation.

Attachments:

1. 10-Monthly Report October.2025
2. Water Reconciliation Report.10-25

MEMO

To: Mayor Edwards and Council Members

From: Elizabeth Hansen, Director of Administrative Services

Date: November 8, 2025

Re: Monthly Report – October 2025

Administrator Services Department

General Administration/Finance:

Utility Billing/Xpress Bill Pay (XBP):

- A. To date, 7,223 customers have set up online accounts on the Xpress Bill Pay system. Of those customers, 3,121 have selected the electronic billing feature. All utility customers have XBP accounts and 43% receive electronic statements. Since we reached the 35% goal, now the goal is to maintain that percentage and increase it even more.
- B. 355 utility bill reminders were sent, and 18 customers were scheduled to be shut off this month.
- C. 86 work orders were processed – 5 for new construction so 81 were for other work.
- D. 68 warning tags were delivered/service shut-offs for non-payment.

Permits/Licenses Purchased:

Permit/License	Quantity	Amount
Mobile Food Vendors	0	
Noise Permits	0	
Solicitor Permits	0	
Open Records Requests	11	
Pet Licenses	15	\$139.00
Parking Tickets	1	\$15.00
Yard Waste Stickers	2	\$0.00
Miscellaneous Waste Stickers	362	\$992.00

Income Offset Program (IOP) – We did not receive and funds from the State of Iowa for IOP and from MCOA in October.

Human Resources:

- A. During October, the NeoGov Insight/OHC system was used for advertising Seasonal Recreation Lead – Scorekeeping, FT Engineering Administrator (internal), and PT Fire positions (ongoing). Below are the hiring and promotions for calendar years 2017 to the present:

B. Hires -

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

C. Separations –

	As of July 1, 2025 – June 30, 2026
Fire	3 PT - Other employment
Police	
Public Works	2 FT - Other employment
Library	1 PT – Other employment
Parks	2 Seasonal
Recreation	131 Aquatic, 5 Recreation Seasonal
Administration	1 FT – Retirement
Comm Development	1 Intern

D. Staff Events:

- New Hire Orientation – Employee Orientation & Education – 10/2/25
- 3 - Flu Clinics – Wellness – 10/20/25, 10/24/25, 10/29/25
- 2 - Supervisory Training – Staff Education – 10/22/25, 10/30/25
- 4 - HR Hours – Employee Communication – 10/3/25, 10/10/25, 10/17/25, 10/24/25

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

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

City Clerk Division

2025 Partial Special Census – Since August 2023, staff have been preparing to conduct a partial special census in April 2025. This effort was temporarily put on hold due to the federal hiring freeze. Staff and elected officials worked with state and federal partners to request an exception, as the cost of employing Census workers (\$391,208.00) had already been fully funded with local (not federal) dollars. That exception was granted, and the Clive Partial Special Census is now underway.

To date, four mailings have been sent to residents in the targeted census blocks, notifying them of the census and providing an Internet Self-Reporting (ISR) option. The ISR period will conclude on September 25, with a self-response rate 45% (which is above average). Following the close of the ISR period, we were on schedule to deploy U.S. Census Bureau field representatives to begin visiting households that had not completed an online report. However, this has been put on hold due to the present Federal Government shutdown.

Our Communications team has pushed out information to inform our residents of the government shutdown putting the census on hold and continues sharing clear information about the importance of this census and assuring residents of its legitimacy. Unfortunately, as this shutdown continues on, the City is paying rent, phone, internet, etc., for the Special Census Field Office that is sitting empty.



2025 City/School Election – The 2025 City/School Election held on November 4, 2025 resulted in the re-election of Mayor Edwards, Councilmember Klein, and the election of Councilmember Gasparotto.

2025 State Senate Special Election – With the unfortunate passing of State Senator Clair Celsi, on October 6th, who represented State Senate District 16 which covers the cities of Clive, West Des Moines and Windsor Heights; Governor Reynolds called for a Special Election to fill the open seat on Tuesday, December 30, 2025.

Finance Division

New Utility Billing Rate Structure and Process Improvements: Title 8 Ordinance Adjustments and Regular Water Rate Restructuring – Staff is currently researching and developing proposals for utility ordinance adjustments (Fixed and Variable Rate for Water and enforcement capabilities). Staff are scheduled to meet with City Manager McQuillen and PFM to review the utility cashflows and review any proposed changes to the utility billing rates in September. Recommendations will be made to City Council as part of the budgeting process. Following our joining the CIWW, staff will be updating Title 8 (Utilities) to ensure consistency between the city and CIWW requirements and regulations. Staff will also be updating operational procedures within the city utilities.

Financial Audit FY 24-25 Completion – Virtual fieldwork for the annual financial audit for the year ending 6/30/25 began the week of September 2 with Eide Bailly. The audit has been completed and will be presented to City Council during the November 13th council meeting.

Annual Capital Improvement Plan 2026: Update – The 2026-2030 CIP is underway with the finance team already scheduling meetings with project managers and with City Manager McQuillen. Staff will continue developing the 2026-2030 CIP with the City Council presentation in November.

2025B/2026A Bond Sales: Completion (Including Bond Rating) – Staff met with PFM for the sale of bonds to fund the capital improvement projects for the 2025/26 construction season. The process for issuing the 2025B bond is underway with a bond rating call with S&P in late September. The bond sale is October 23, and the proceeds will be received on November 13.

Bill Payment Vendor Transition (ZIFT) – The purchase of the cash receipting module, community portal, and ZIFT software has been completed. Staff will familiarize themselves with the system while at Harbach during Phase 2 of the City Hall remodel. Once staff are back at city hall in the spring of 2026, the transition from Xpress Bill Pay to ZIFT will start. A three-month transition is scheduled to move all utility customers over to the new system and additional training for other city staff.

Budget FY 26/27: Development – The finance team kicked off FY 26-27 Budget Development Process in September, and departmental budgets will be submitted in November. The first Budget Workshop is scheduled to occur in February 2025.

Human Resources Division

Non-Union Compensation: Evaluation, Report and Direction, and Funding Implementation – We are in the process of completing group meetings with Employees in September. Austin Peters Group will implement and compile market analysis and the employee survey results. A



final report will be provided in December. An Employee Personnel Committee and Employees Benefit & Wellness Committee meeting will take place and the recommendations on the Compensation and Benefits, including Major Life Event Leave will come before the Council in the budgeting process.

Management and Employee Succession Planning Program: Update Report – Department Directors will have development discussions and Human Resources will educate employees of the succession planning process during the mid-year check ins in December 2025. A report will come before the Council ahead of next year's strategic planning process.

Recruitment and New Employee Orientation Process Improvements: Completion – A new employee orientation program has been formulated. Department Directors met with our Communication Specialist to create a welcoming and introductory video of each of our departments. The "classes" will be held on the first Thursday of the month each quarter (January, April, July and October). This is a requirement of the employee during their probationary period. The first class was held on October 2.

Onboarding Seasonal Employees Process Improvements: Completion (with Leisure Services) – HR and Payroll staff held an after-action meeting in September and October to review issues with onboarding seasonal employees from the past couple of years. A proposed task and timeline will be updated and the group discussed tasks and responsibilities, proposed changes to wages and the seasonal employee handbook so that changes and improvements can be made before the hiring.

Safety Training Program: Development (with Incident Review Expansion) – In September, the committee met and did their first Incident Review. The process was updated and implemented.

Employee Handbook Annual Update – Staff is continually reviewing policies to keep current and in compliance. Notes are made throughout the year and presented as updates each spring, which then is brought to the Council in June. As is the traditional process, changes will be reviewed by the Council Personnel Committee, Executive Team, and Employee Benefits Committee before they are presented for City Council approval.

Public Works Leadership Transition –

- A. Engineering Administrator** – With the help of the Public Works Director, Human Resources completed the process of recruiting our next Engineering Administrator. If the promotion is approved on November 13, HR will begin recruiting the Civil Engineer on November 17. The goal is to have a new Civil Engineer in April 2026.
- B. Public Works Director** – We have begun the review of the Public Works Director Job Description. We are hoping to have a new attractive recruitment video made by January 2026 so we can post this position in February 2026, and applications will be due in March 2026. We would like a new Public Works Director overlapping a bit with Jeff in June 2026.

Cross-training UB/Deputy City Clerk/Comm Dev Front Desk – With the lower half of the City Hall Remodel Project placed into Phase II for construction in 2026, the cross-training of duties will begin after the new Community Development Administrative Specialist gets acclimated.



RECONCILIATION OF UTILITY BILLINGS, COLLECTIONS, AND DELINQUENCIES

FY25/26

Month of: **October 2025**

Aged trial balance- Report Date: 9/30/2025 \$ 113,825.74

BILLINGS

Billings for the month of: SEPTEMBER \$ 1,377,616.61

Billings for the month of: OCTOBER \$ 1,337,707.70

Total billings for the months of September and October, 2025 (includes penalties and finals) \$ 2,715,324.31

TOTAL BILLINGS \$ 2,829,150.05

LESS COLLECTIONS

Revenues collected for the month of: OCTOBER \$1,383,547.22
(Includes final bill payments, County Treasurer payments, etc.)

Council Write-Offs \$0.00

City Accounts- write-off/adjustments \$0.00

Deposit amounts applied \$1,688.11

Payment adjustments \$0.00

TOTAL COLLECTIONS \$ 1,385,235.33

SUB TOTAL \$ 1,443,914.72

Aging report balance for: 10/31/2025 \$ 1,272,533.08

Aging report 10/31/2025) for accounts 30 days or more past due \$ 118,423.49



Memo

TO: Mayor and Council members

FROM: Kelly Rivera, Administrative Specialist

DATE: November 13, 2025

RE: Community Development Report - October 2025

SYNOPSIS:

Attachments:

1. Com Dev Report - 10-2025
2. CE Report, October 2025



MEMO

To: Honorable Mayor and City Council

From: Doug Ollendike, Community Development Director

Date: November 7th, 2025

Re: Community Development Monthly Report

Building Services Division

4 new single-family home was permitted in October with a valuation of \$2,879,551. A total of 36 permits were issued which included new construction, remodels, additions, fences, decks, sheds, etc.

Commercial Permits Issued

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

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

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

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

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

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

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

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

A remodel permit for the former Beauty Brands has been issued to split the building into two tenant spaces; the shell building has been completed. Chipotle has been finaled and LensCrafters has been issued their building permit.

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

An addition permit has been issued for Weissenburger Investments located at 16400 Sheridan RD. Framing of the shell of the addition is in progress with upcoming rough in inspections forthcoming.

A small interior remodel permit has been issued for 1300 NW 138th ST. They are looking to add some basement windows and finish work associated with the new window installation.

Staff is working with Mister Car Wash and their dry floodproofing improvements. Flood barriers have been added to all openings below the base flood elevation; however, staff has requested additional protections measured be reviewed for some of the glazing that is below the base flood elevation.

Staff has been working with the architects from Fortress Bank, who is looking to build a new 3 story building at 11140 Hickman Rd. Site plan approvals will need to occur first before issuing the building permits.

On 10/23/25, staff will present the 2nd consideration for adoption of the new rental housing code.

Planning Services Division

The 86th Street Neighborhoods Plan was approved by Council on September 9, 2022. Staff are working on implementation. Planning staff efforts over the past six months has focused on research and development of a housing improvement program.

Fortress Bank, 11140 Hickman Rd, has submitted a site plan for a 3-story, 18,000 square foot retail and office bank building. Staff has completed the Urban Renewal Plan Amendment to support their TIF rebate request. Planning and Zoning Commission has reviewed the site plan and recommended approval. Staff is awaiting additional information related to the right-of-way vacation and replacement public facility sign prior to bringing forward the site plan for approval.

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

Genesis Health, 10930 Hickman Rd, has removed dead and diseased trees (primarily ash) throughout the site. Replacement plantings have been delivered to the site are currently in process of being installed as of November 5.

Krispy Kreme, 1880 NW 86th St, has submitted a site plan amendment to complete accessibility upgrades in their parking lot. Staff has administratively approved the site plan amendment and is awaiting additional communication from the property owner.

Dehner Distillery, 1480 NW 86th St, has received site plan approval. Council has approved the Urban Renewal Plan Amendment and Development Agreement. Staff is awaiting receipt of construction drawings related to the street light installations. A public hearing will be scheduled in the future to consider the easement for the trail connection and a small portion of private storm sewer within city property.

Buyers Realty, 10001 University Ave (Chipotle and Lens Crafters), has completed exterior building and site improvements.

FastSigns, on behalf of Shaw Spine and Sport at 2555 Berkshire Pkwy, applied for and was denied a variance by Board of Adjustment in October related to building mounted sign design requirements. Staff is continuing to work with FastSigns to resolve the unpermitted and non-conforming sign installation with as little impact to the business as feasible.

Emerald Isle Townhomes Plat 1 Final Plat has been approved by Council and staff is awaiting return of the recording packet from the developer.

A public hearing has been scheduled for updates to the zoning ordinance related to Boarding and Lodging Houses, in conjunction with updates to the Rental Housing Program. Planning and Zoning Commission recommended approval of the changes.

Staff presented additional information and ideas to Planning and Zoning Commission regarding updates to Landscaping and Open Space requirements. Planning and Zoning were supportive of staff's proposed direction and staff is preparing more formal recommendations for consideration.

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

Zoning Compliance Certifications Issued

Business Name	Address	Issue Date	Status
H & R Block	1255 NW 128 TH ST	10/08/2025	Issued
Slick City Action Park	9999 UNIVERSITY AVE	10/16/2025	Issued
Pure Wellness			
Chiropractic (remodel)	1250 NW 128 TH ST	10/23/2025	Issued
Franka Pizzeria	12695 UNIVERSITY AVE,		
(owner update)	STE 100	11/6/2025	Issued



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

	Oct-24	Oct-25	YTD Total	Oct-25	YTD Total
Building Permit - New Single Family	15	4	36	\$2,879,551	\$20,397,853
Building Permit - New Townhome	0	0	0	\$0	\$0
Building Permit - New Condominium	0	0	0	\$0	\$0
Building Permit - Residential Additions	2	7	48	\$260,313	\$2,333,496
Building Permit - Residential Remodel	2	2	20	\$390,089	\$1,470,554
Building Permit - New Commercial	0	0	0	\$0	\$0
Building Permit - Commercial Additions	0	0	2	\$0	\$234,985
Building Permit - Commercial Remodel	3	3	21	\$538,956	\$11,262,241
FYTD TOTALS					
Building Permit - New Single Family	38	10		\$6,410,960	
Building Permit - New Townhome	0	0		\$0	
Building Permit - New Condominium	0	0		\$0	
Building Permit - Residential Additions	17	26		\$1,300,292	
Building Permit - Residential Remodel	5	7		\$976,169	
Building Permit - New Commercial	2	0		\$0	
Building Permit - Commercial Additions	1	2		\$234,985	
Building Permit - Commercial Remodel	12	6		\$1,896,483	



1900 NW 114th ST
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October 2025
RESIDENTIAL PERMIT ACTIVITY

/ SINGLE FAMILY

<u>DATE</u>	<u>NO.</u>	<u>STREET</u>	<u>APPLICANT</u>	<u>VALUATION</u>	<u>SUBDIVISION</u>
10/02/2025	18225	HIDDEN KNOLL	Showtime Homes	\$741,310	SHADOW CREEK WEST
10/09/2025	16784	WILDEN DR	Covenant Construction Services, LLC	\$648,170	BERKSHIRE NORTH PLAT 10
10/17/2025	18234	TANGLEWOOD DR	Ado Homes	\$574,715	SHADOW CREEK PLAT 06
10/22/2025	18190	ALDERLEAF DR	Eden Custom Homes LLC	\$915,357	SHADOW CREEK WEST

TOTAL	\$2,879,551
YTD CALENDAR	\$20,397,853
YTD FISCAL	\$6,410,960

W TOWNHOME

<u>DATE</u>	<u>NO.</u>	<u>STREET</u>	<u>APPLICANT</u>	<u>VALUATION</u>	<u>SUBDIVISION</u>
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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>
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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>
10/07/2025	13350	HICKORY AVE	Home Solutions of Iowa	\$63,775	Residential Addition
10/10/2025	12981	HAZELWOOD DR	Steger Construction Inc.	\$52,317	Residential Addition
10/14/2025	15004	BUENA VISTA DR	KBS Remodeling & Restoration	\$22,919	Residential Addition
10/30/2025	1600	COUNTRY CLUB BLVD	Central Iowa Contractor Services LLC	\$33,880	Residential Addition
10/09/2025	16541	CREEKSIDE CIR	Hernandez Ramirez Properties	\$37,050	Residential Basement Finish
10/14/2025	15949	ROSEWOOD CT	Revise & Revive	\$38,940	Residential Basement Finish
10/16/2025	17763	VALLEYVIEW DR	Aspire Aire	\$11,432	Residential Basement Finish

TOTAL	\$260,313
YTD CALENDAR	\$2,333,496
YTD FISCAL	\$1,300,292

RESIDENTIAL REMODEL

<u>DATE</u>	<u>NO.</u>	<u>STREET</u>	<u>APPLICANT</u>	<u>VALUATION</u>	<u>DESCRIPTION</u>
10/15/2025	14269	FOREST CT	Compelling Homes	285,089	Main Floor Remodel
10/16/2025	16700	DELLWOOD DR	Zenith Design + Build	105,000	Primary Bedroom/Bathroom Remodel

TOTAL	\$390,089
YTD CALENDAR	\$1,470,554



1900 NW 114th ST
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October 2025
COMMERCIAL PERMIT ACTIVITY

NEW COMMERCIAL

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

COMMERCIAL ADDITIONS

<u>DATE</u>	<u>NO.</u>	<u>STREET</u>	<u>APPLICANT</u>	<u>VALUATION</u>	<u>DESCRIPTION</u>
				TOTAL	\$0
				YTD CALENDAR	\$234,985
				YTD FISCAL	\$234,985

COMMERCIAL REMODEL

<u>DATE</u>	<u>NO.</u>	<u>STREET</u>	<u>APPLICANT</u>	<u>VALUATION</u>	<u>DESCRIPTION</u>
10/05/2025	9051	SWANSON BLVD	Heartland Community Housing	312,375	Remodel for church
10/08/2025	10001	UNIVERSITY AVE	Lutz Construction Management	219,581	LensCrafters remodel
10/31/2025	1370	114TH ST	Margulies Property Management	7,000	Construct walls for five offices
				TOTAL	\$538,956
				YTD CALENDAR	\$11,801,196
				YTD FISCAL	\$1,896,483

Code Enforcement Activity Report for October 2025

Violation Activity

- Investigated 35 new violations
 - 19 violations initiated through proactive enforcement of common code violations
 - 16 violations initiated through complaints of common code violations
 - 2 violation was abated by the City
- Investigations conducted
 - 35 initial inspections for common code violations
 - 39 follow up inspections
 - 74 total inspections
- October voluntary compliance rate was 94%
- Pulled 21 illegal signs from the City Right of Way
- October Case Breakdown

5-6-2(1(I)): Nuisances: Tall Grass and Weeds	-9
5-6-2(1(K)): Junk	-5
5-6-7: Nuisances Prohibited	-1
5-7-8: Annoyance or Disturbance	-1
7-2-2: Duty of Abutting Property Owners (sidewalk hazard)	-6
7-5-2: Planting Restrictions (ROW)	-1
7-5-5: Overhanging Trees	-1
7-6-7: Destruction of Natural Environment	-1
7-6-8(2): Private Improvements in a City Park	-1
8-5-10(C): Storage Locations of Solid Waste Containers	-4
10-10-11(B): Pool Wastewater Disposal	-1
10-11-1: Erosion Control	-2
11-13-5(12(A)): Off Street Parking Regulations	-2

Other Activities

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



Memo

TO: Mayor and Council members

FROM: Clay Garcia, Fire Chief

DATE: November 13, 2025

RE: Fire Department Report - October 2025

SYNOPSIS:

Fire Department Report — October 2025

Attachments:

1. 10 - October 2025 Council Report

Clive Fire Department
8800 Hickman Road, Clive, IA
50325
(515) 223-1595



Memo

TO: Honorable Mayor, City Council, City Manager

FROM: Clayton Garcia, Fire Chief

DATE: 11/6/2025

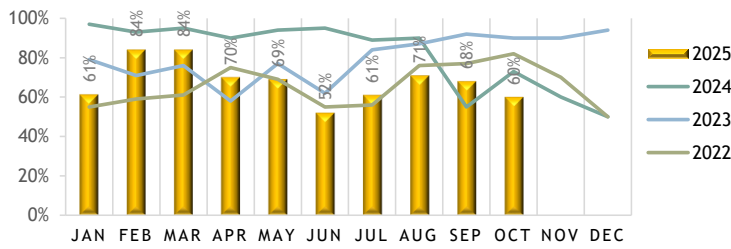
RE: October 2025 Monthly Report

Top Priority	Milestones	Status
Fire-EMS Collaboration with Multi-Communities Study: Completion, Reporting and Direction (including Concept of Fire District)	Initiate Multi-Community Study	In Progress
	Complete Multi-Community Study	In Progress
	Analyze study with participating agencies	Not Started
	Present study finding to City Council	Not Started
	Discuss direction of Clive Fire Department per study	Not Started
	Identify number of staff members needed for assess	Not Started
High Priority	Milestones	Status
Fire Station 22 with City of West Des Moines: Report, Direction and Funding	Initiate Station 22 St. of Coverage	In Progress
	Evaluate St. 22 Response	In Progress
	Report St. 22 Findings	Not Started
	Discuss direction of Clive Fire Department per study	In Progress
Management Projects		Status
Fire Department SOP & SOG Merger/Revamp		In Progress

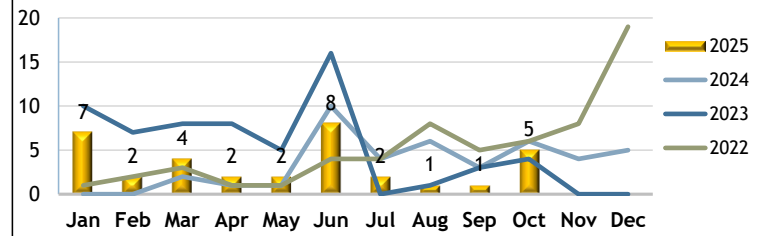


Clive Fire Department Monthly Report October 2025

100% Staffing of On-Duty Shifts



Mandatory Overtime Shifts

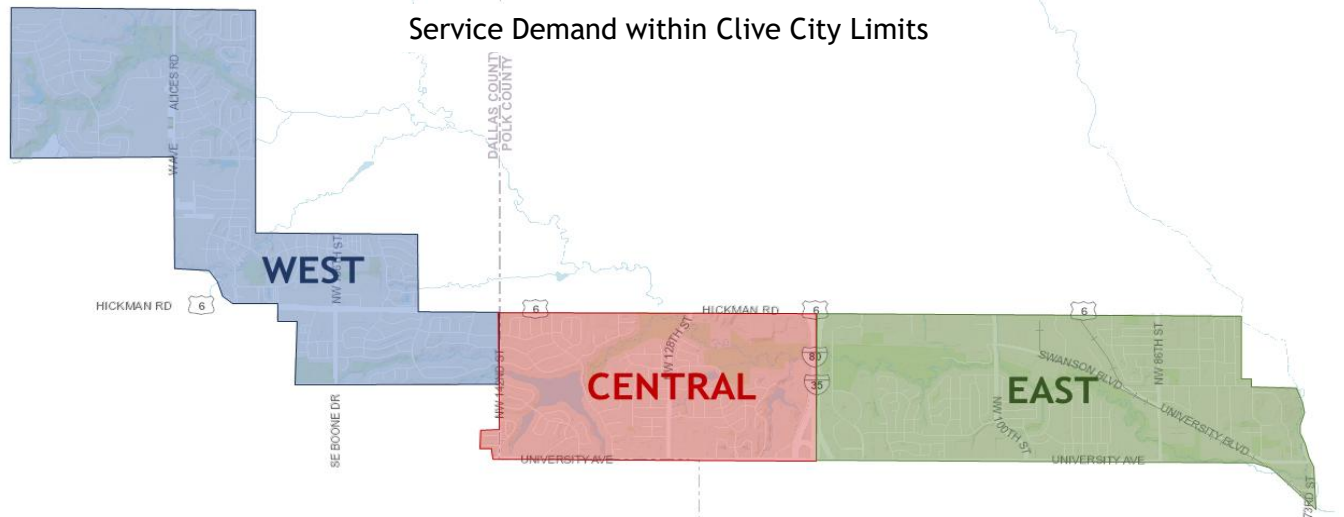


Citizen Satisfaction for Safety in Clive Above Customized and National Benchmarks

Source: 2022 Citizen Satisfaction Survey Results

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

Service Demand within Clive City Limits



WEST		
EMS	18	11.4%
Fire	10	6.3%
Total	28	17.7%

CENTRAL		
EMS	28	17.7%
Fire	9	5.7%
Total	37	23.4%

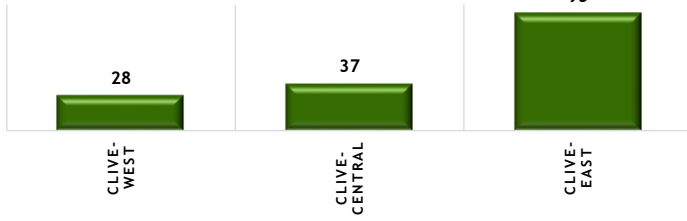
EAST		
EMS	72	45.6%
Fire	21	13.3%
Total	93	58.9%



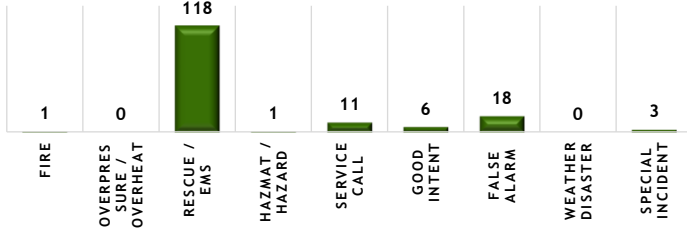
Clive Fire Department
Service Demand
October 2025

City of Clive

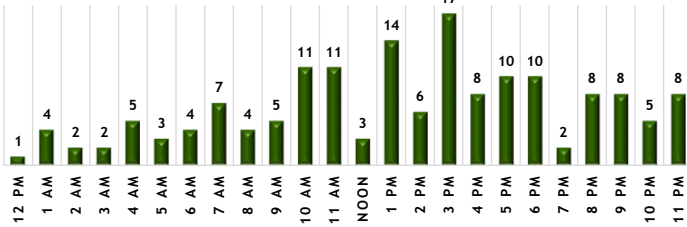
SERVICE DEMAND BY RESPONSE AREA



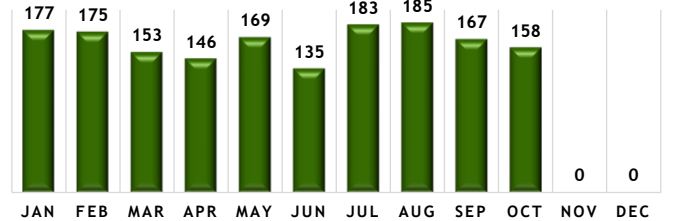
SERVICE DEMAND BY NFIRS CATEGORY



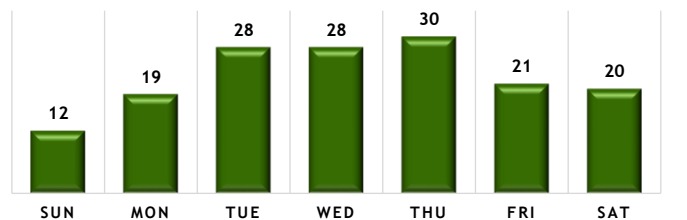
SERVICE DEMAND BY HOUR OF THE DAY



SERVICE DEMAND BY MONTH OF THE YEAR

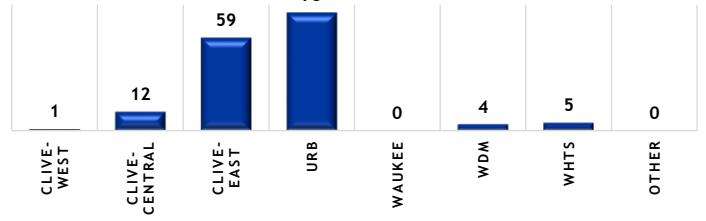


SERVICE DEMAND BY DAY OF THE WEEK

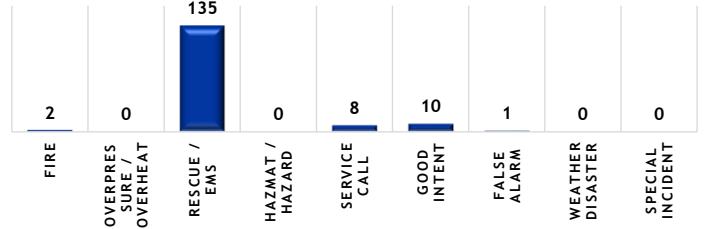


Station 32

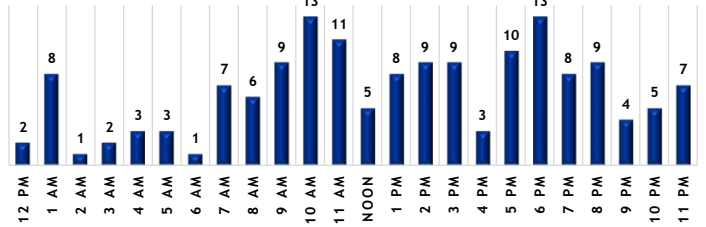
SERVICE DEMAND BY RESPONSE AREA



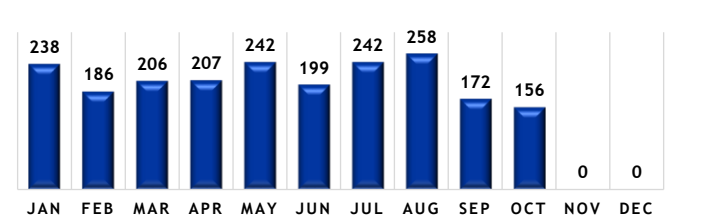
SERVICE DEMAND BY NFIRS CATEGORY



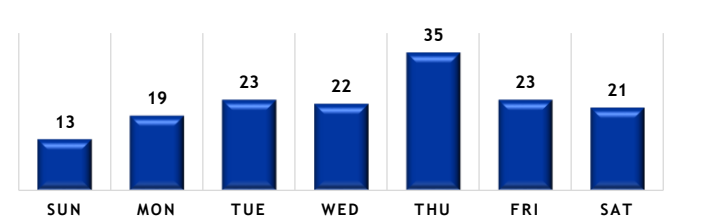
SERVICE DEMAND BY HOUR OF THE DAY



SERVICE DEMAND BY MONTH OF THE YEAR

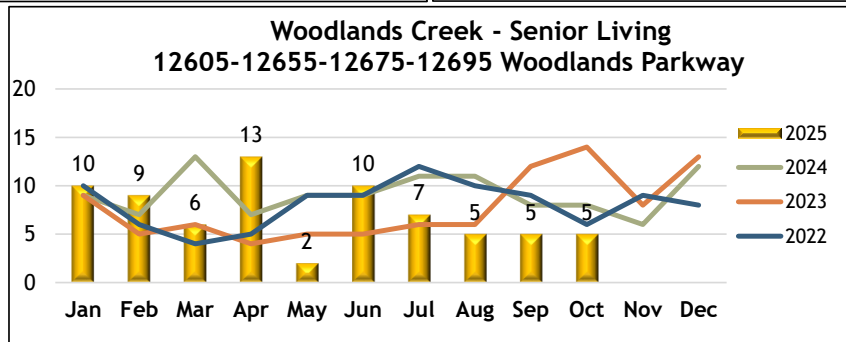
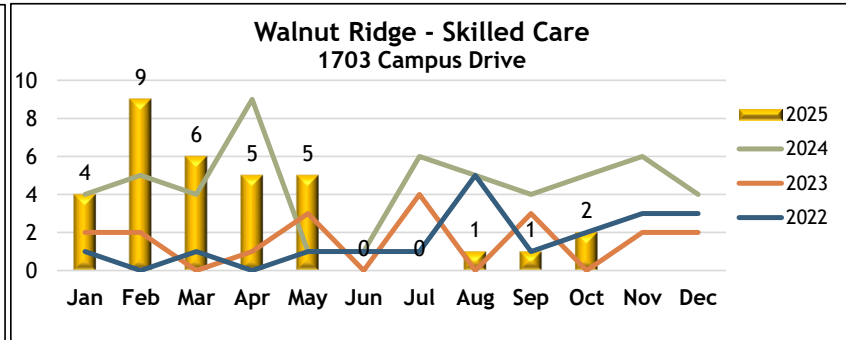
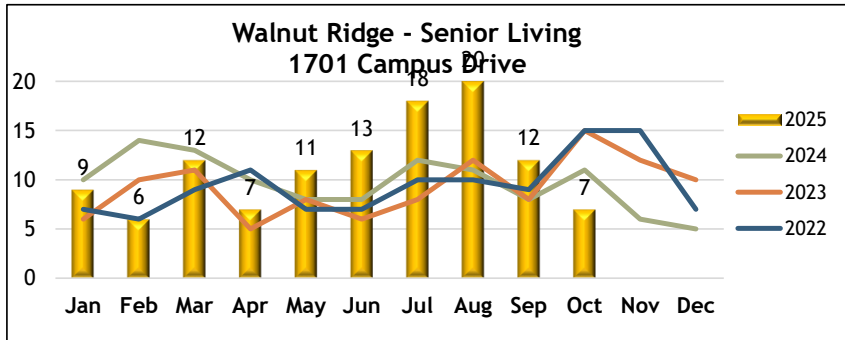
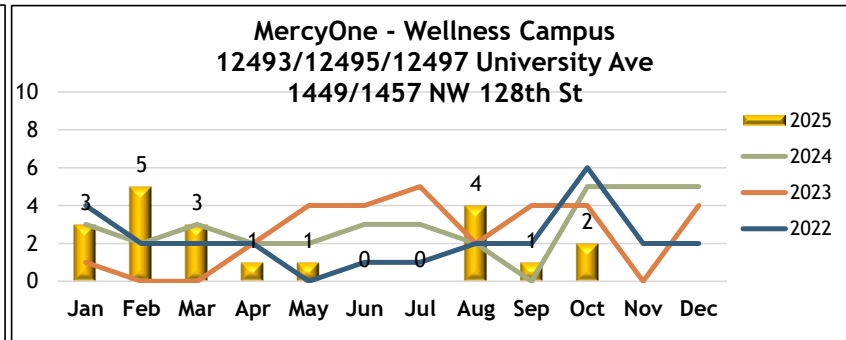
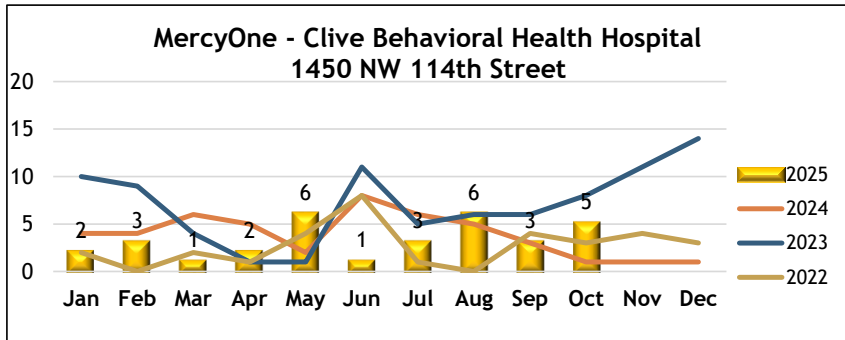
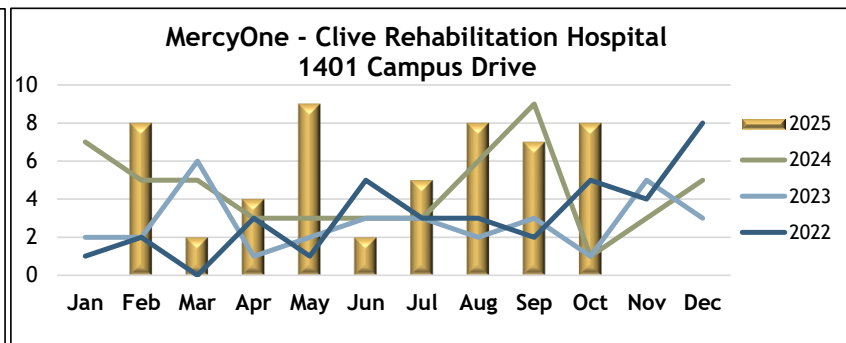
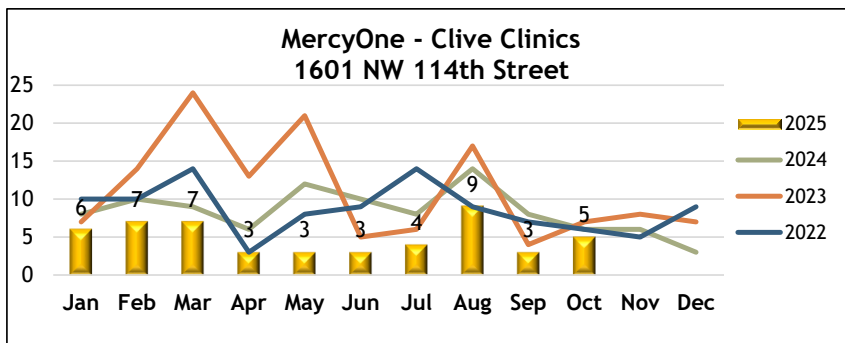


SERVICE DEMAND BY DAY OF THE WEEK





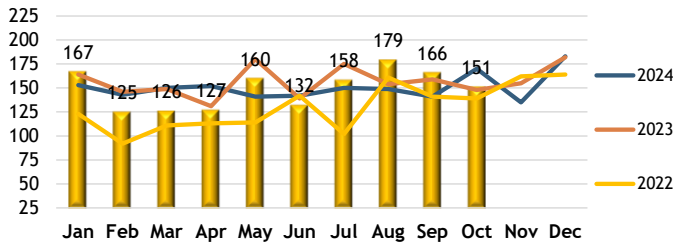
Clive Fire Department Service Demand - EMS October 2025



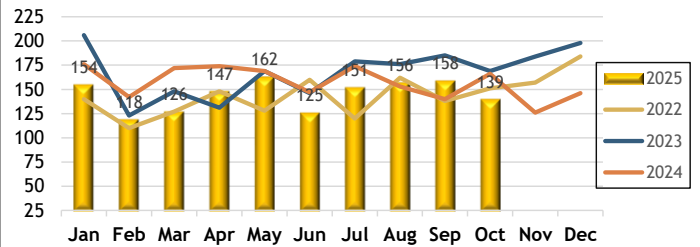


Clive Fire Department Monthly Report October 2025

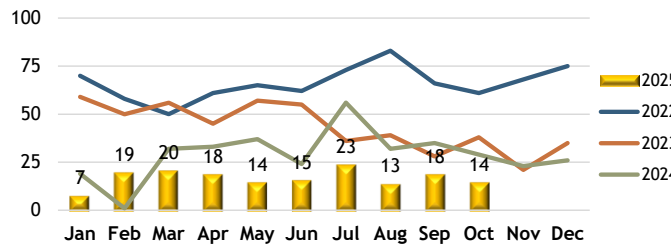
Station 32 Ambulance Responses



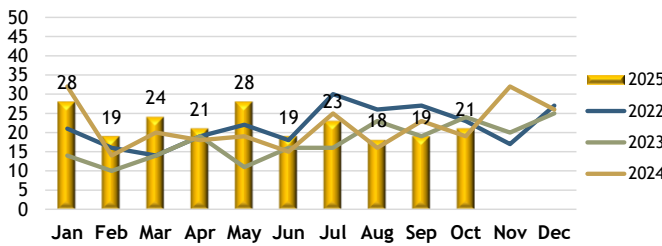
Station 32 Engine/Ladder Responses



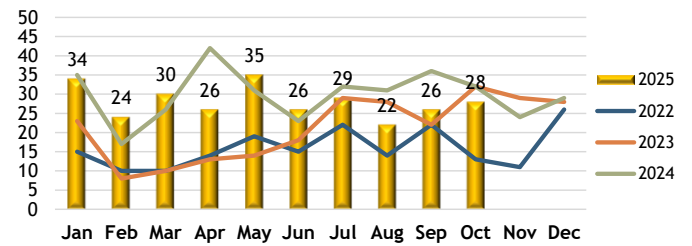
Station 22 Engine Responses into Clive



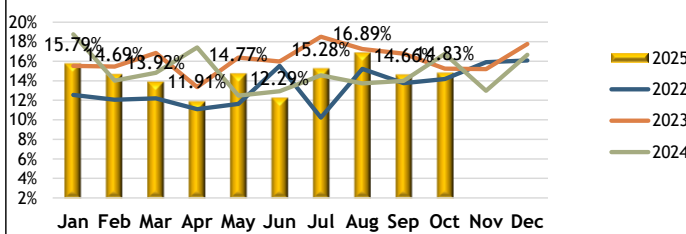
Station 43 Ambulance Responses into Clive



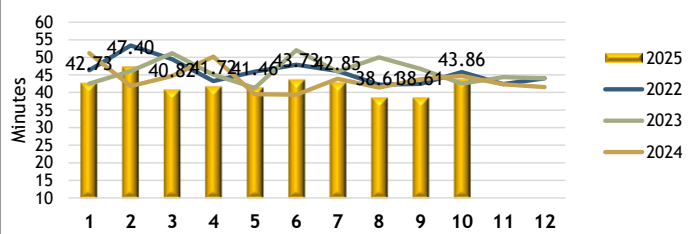
Station 43 Engine Responses into Clive



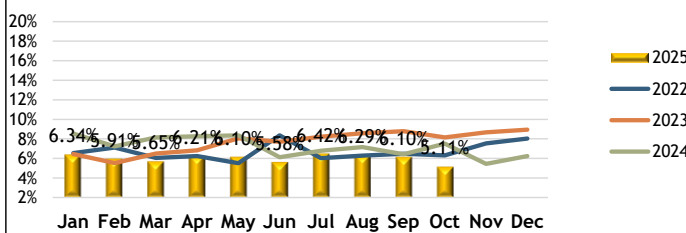
Unit Hour Utilization - Clive Ambulance



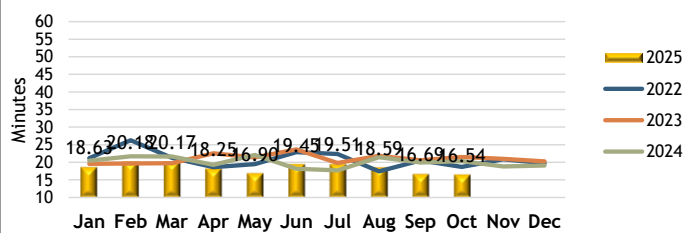
Average Time Committed - Clive Ambulance



Unit Hour Utilization - Clive Suppression



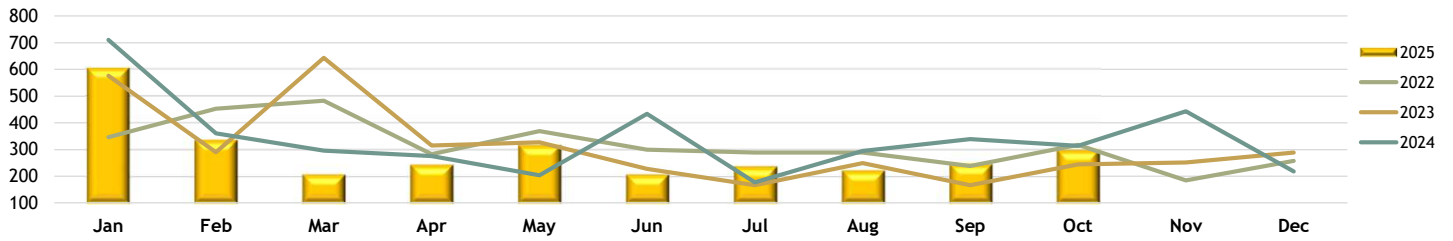
Average Time Committed - Clive Suppression



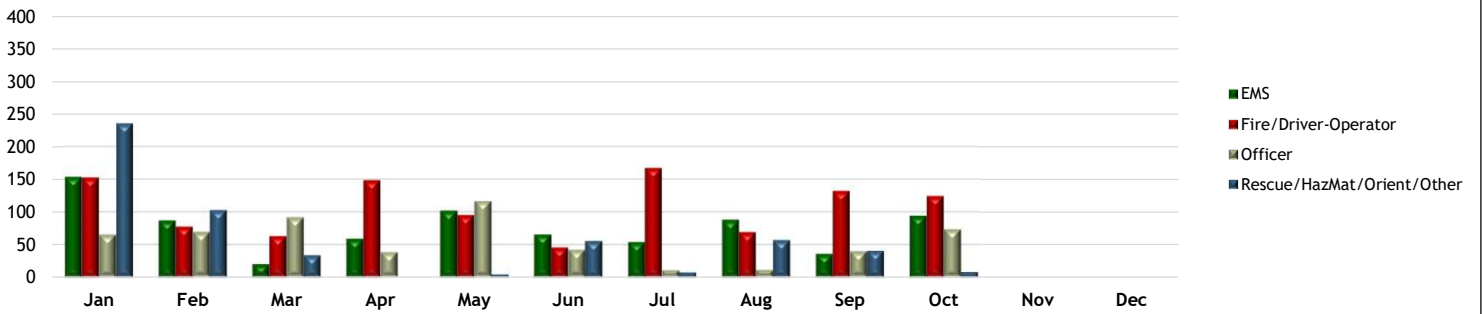


Clive Fire Department Training October 2025

Training Hours - Annual Comparison by Month



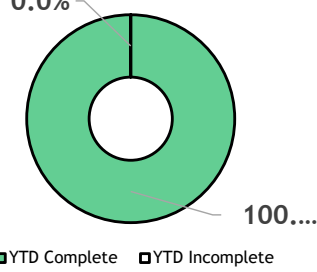
Training Hours - Current Year by Program Area



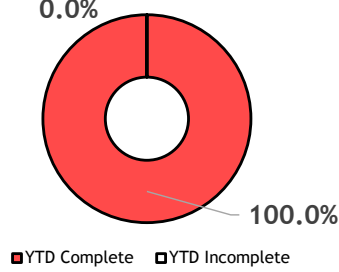


Clive Fire Department Inspection/Prevention Monthly Report October 2025

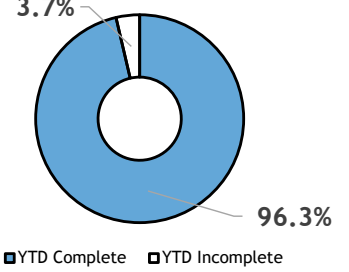
32 A-Shift



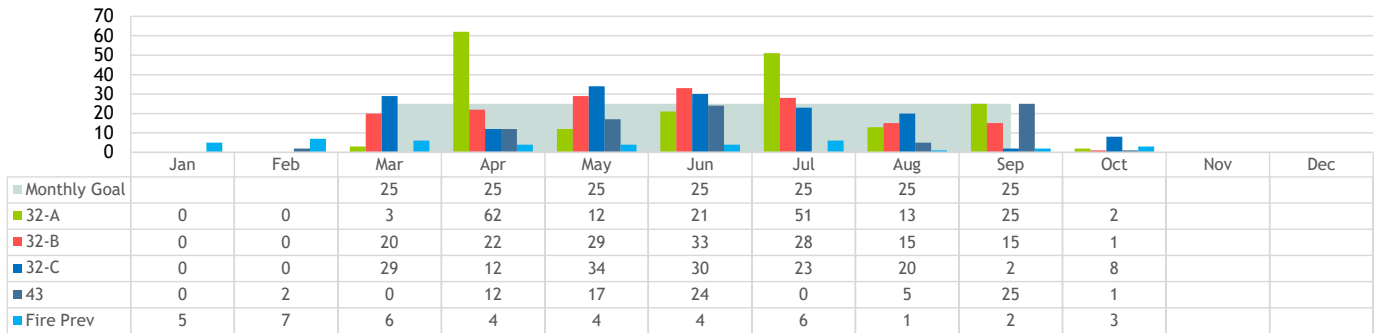
32 B-Shift



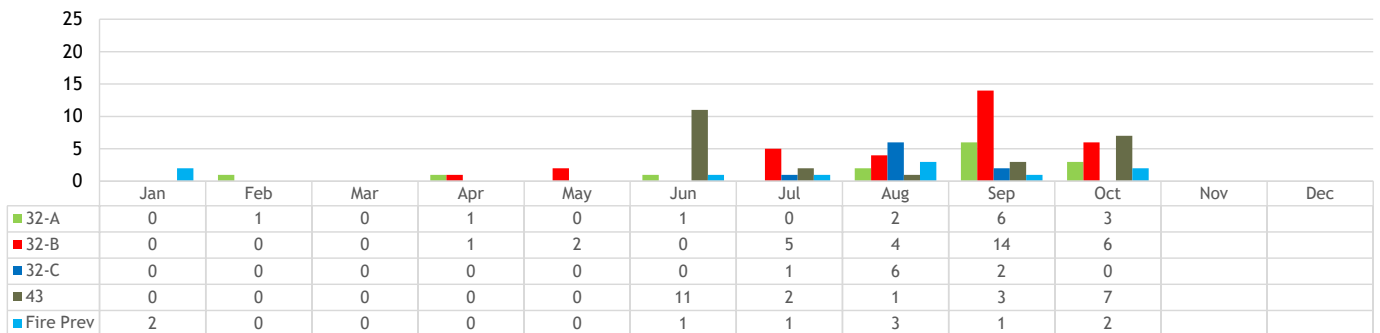
32 C-Shift



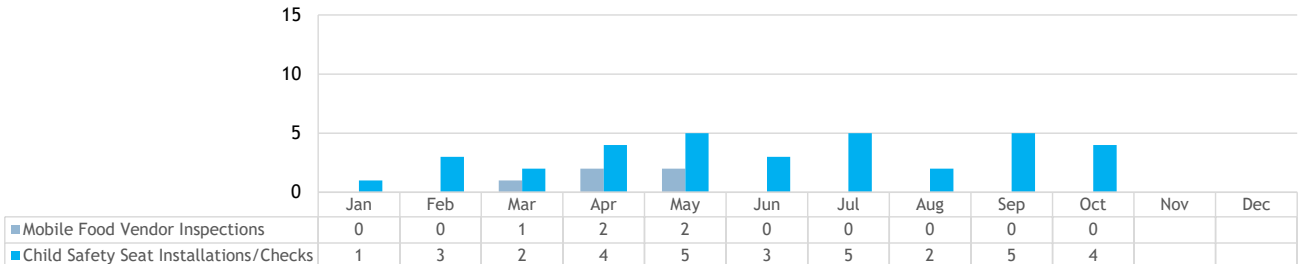
Inspections by Shift



Re-Inspections by Shift



Public Relations



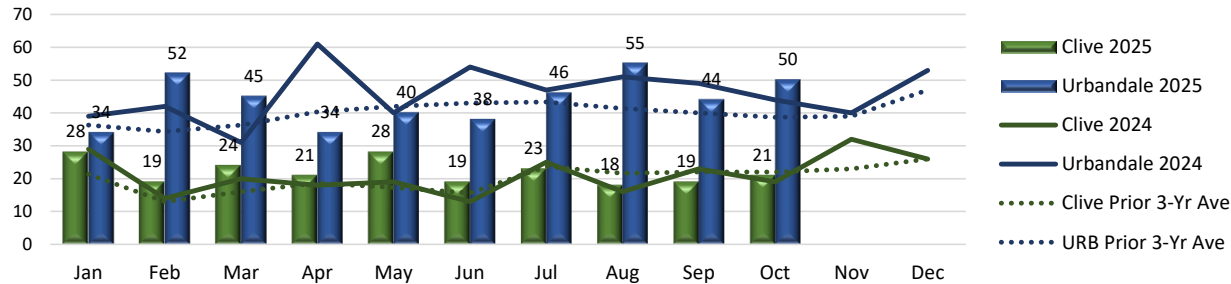


Clive Fire Department
Shared Services Report
October 2025

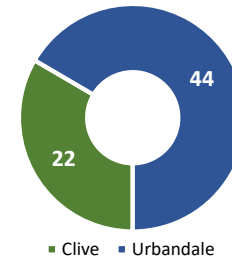
Urbandale - Station 43

Station 43 Became Operational March 10, 2020

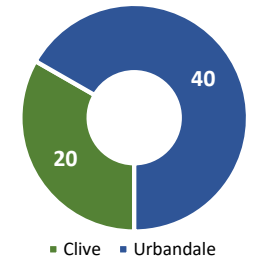
Ambulance



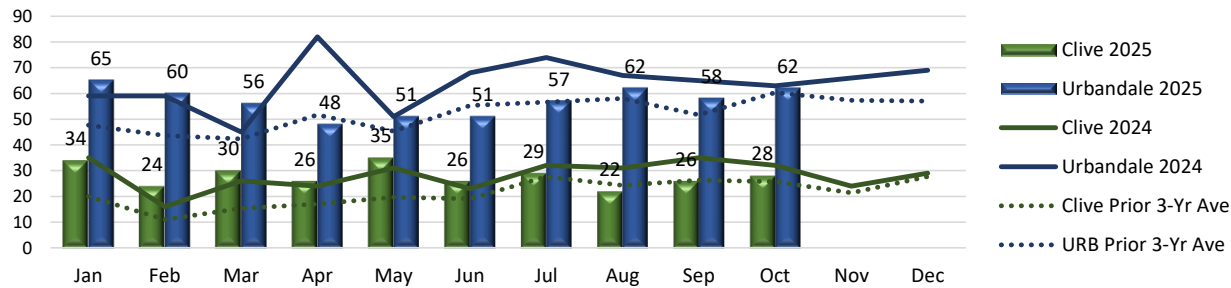
Year to Date Monthly Average



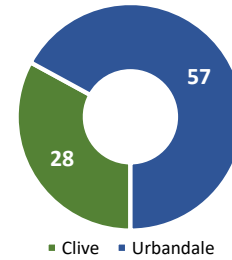
Prior 3-Year Monthly Average



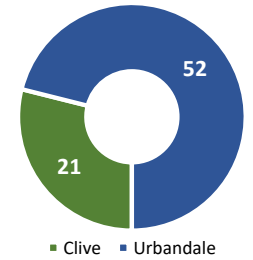
Engine



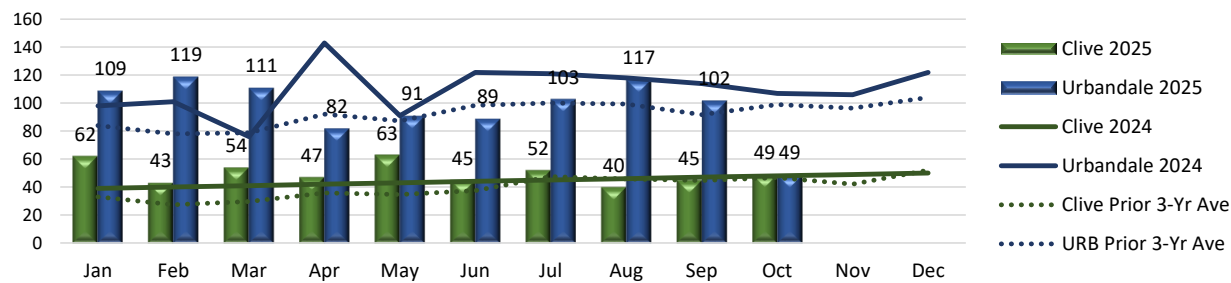
Year to Date Monthly Average



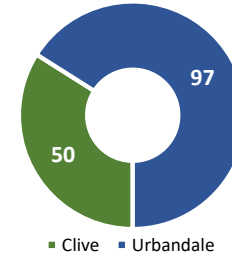
Prior 3-Year Monthly Average



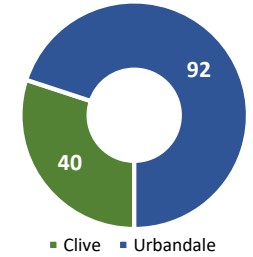
Total (Ambulance & Engine)



Year to Date Monthly Average



Prior 3-Year Monthly Average



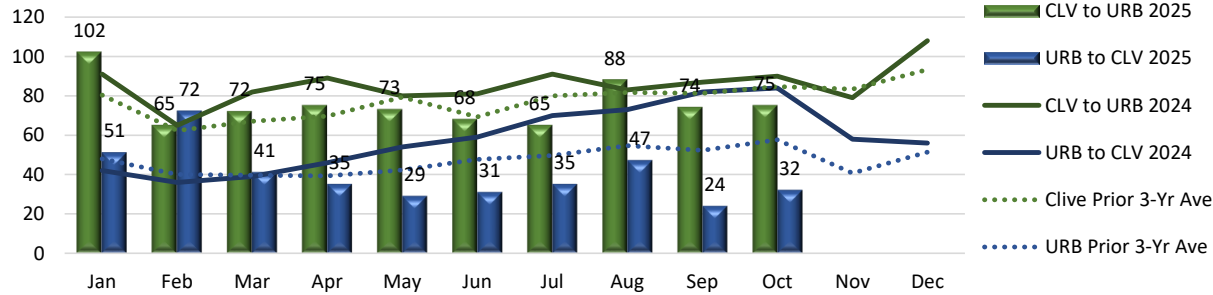


Clive Fire Department
Shared Services Report
October 2025

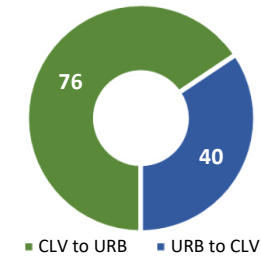
Clive / Urbandale - Closest Unit Response

Does Not Include Station 43

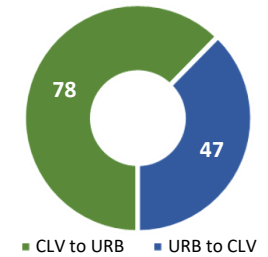
Ambulance



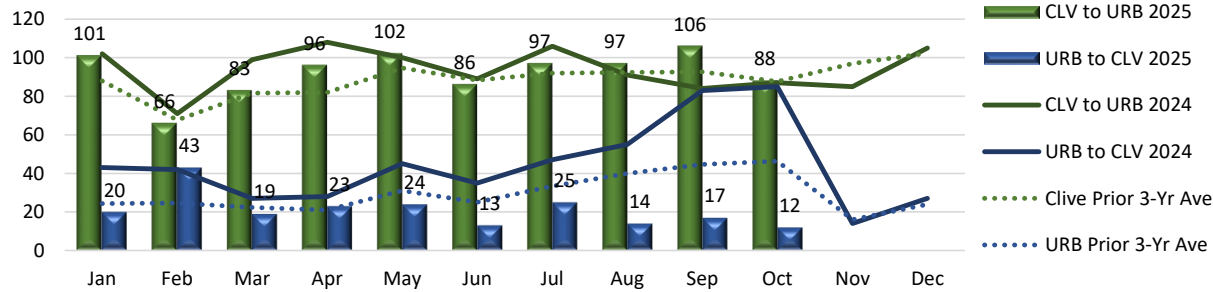
Year to Date Monthly Average



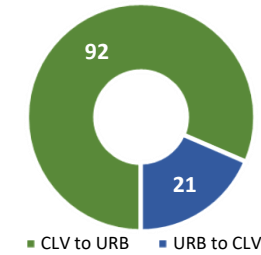
Prior 3-Year Monthly Average



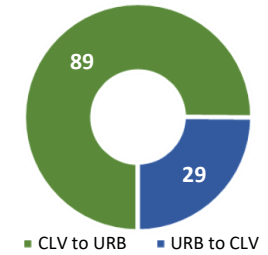
Engine



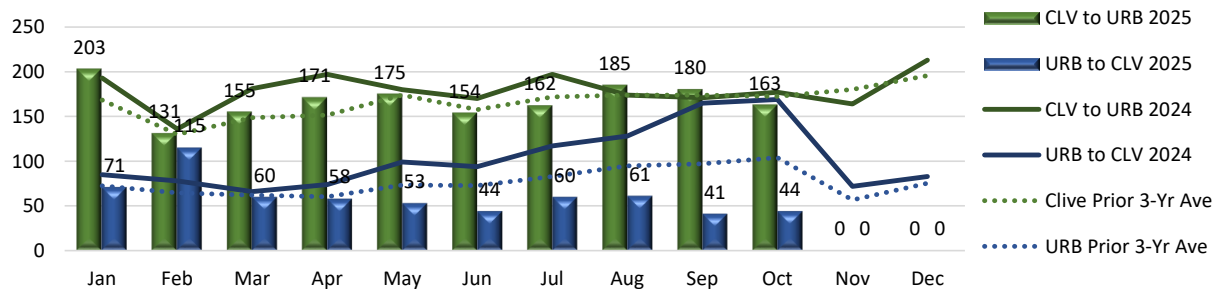
Year to Date Monthly Average



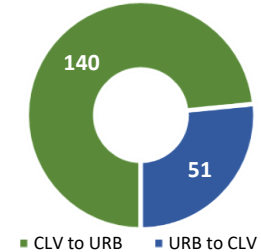
Prior 3-Year Monthly Average



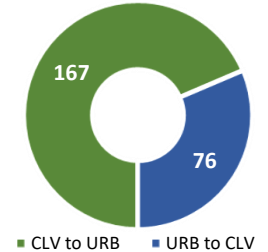
Total (Ambulance & Engine)



Year to Date Monthly Average



Prior 3-Year Monthly Average



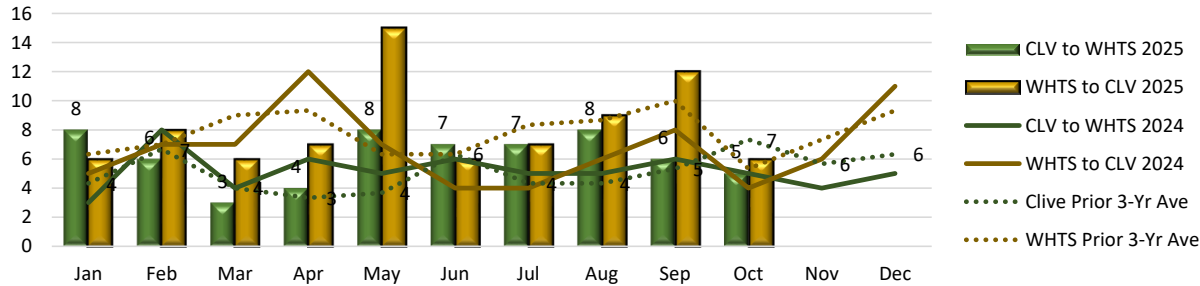


Clive Fire Department
Shared Services Report
October 2025

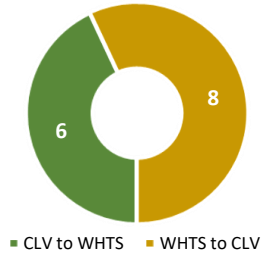
Clive / Windsor Heights - Closest Unit Response

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

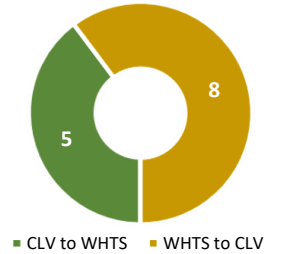
Ambulance



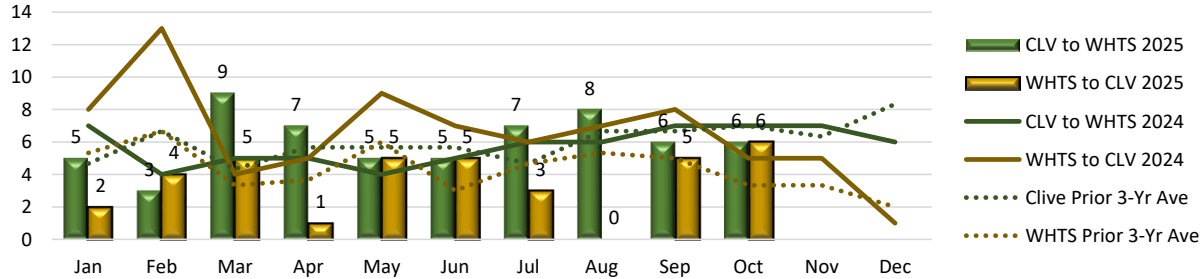
Year to Date Monthly Average



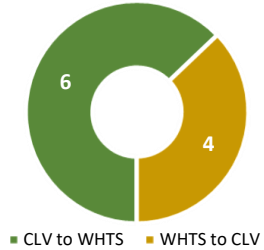
Prior 3-Year Monthly Average



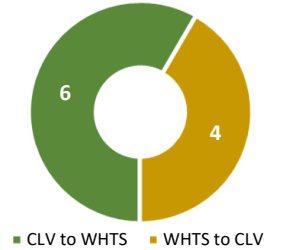
Engine



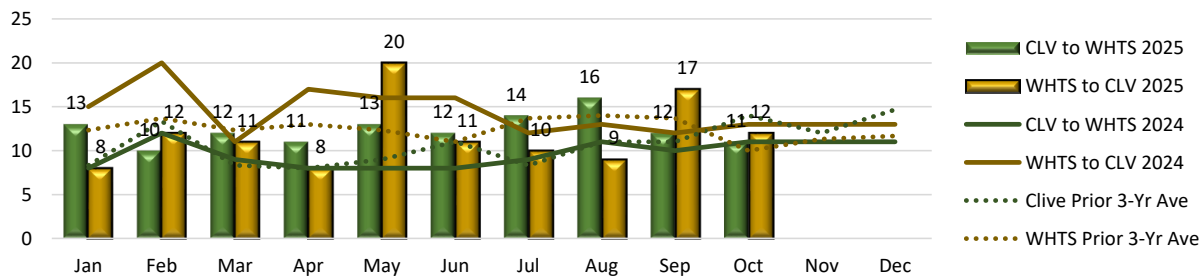
Year to Date Monthly Average



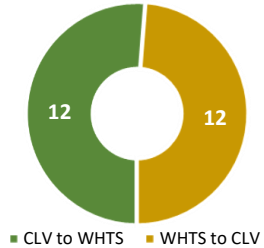
Prior 3-Year Monthly Average



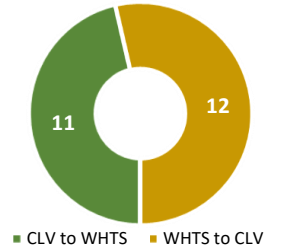
Total (Ambulance & Engine)



Year to Date Monthly Average



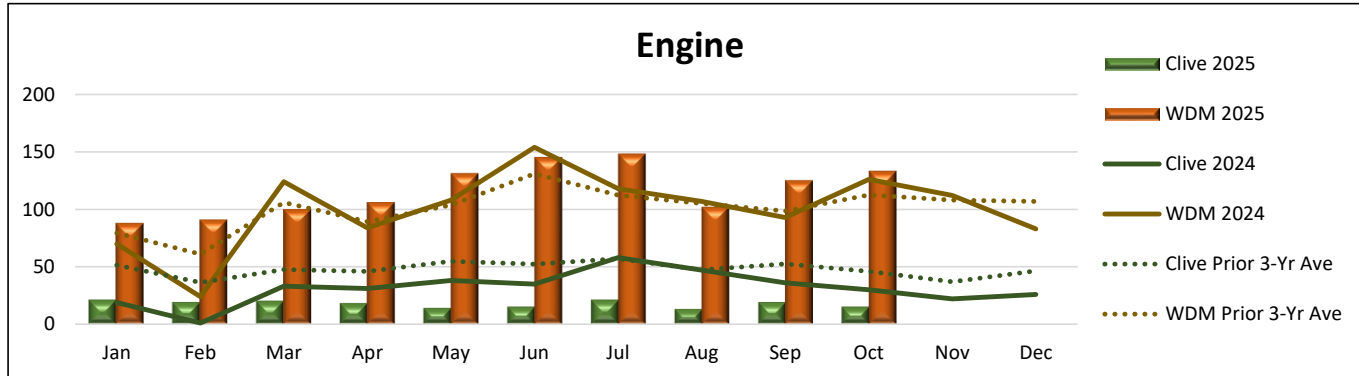
Prior 3-Year Monthly Average



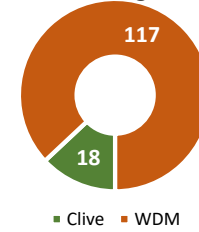


Clive Fire Department
Shared Services Report
October 2025

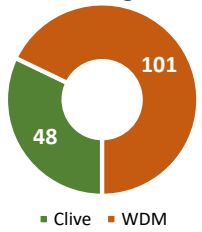
West Des Moines - Station 22



Year to Date
Monthly
Average



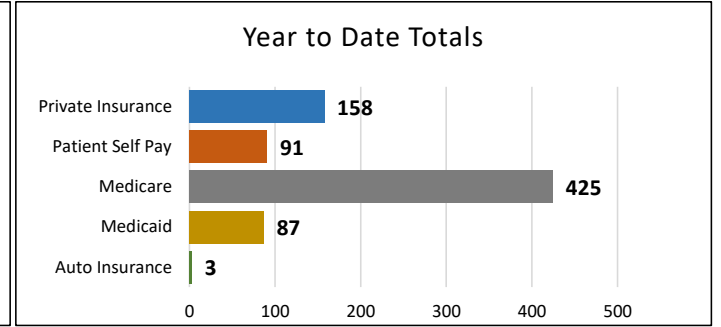
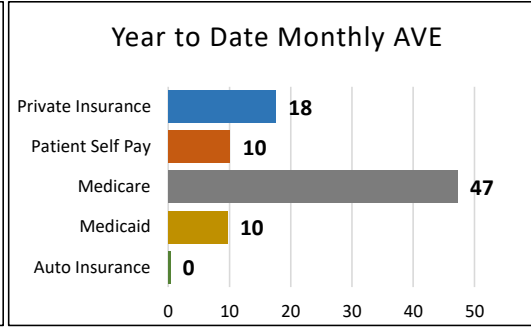
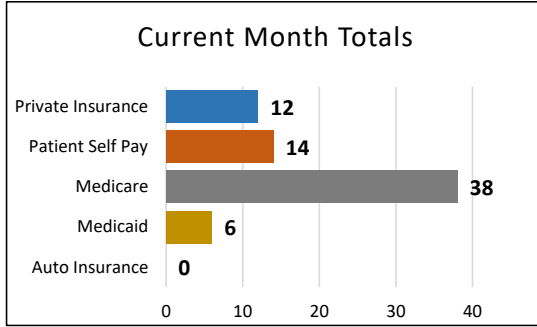
Prior 3-Year
Monthly
Average



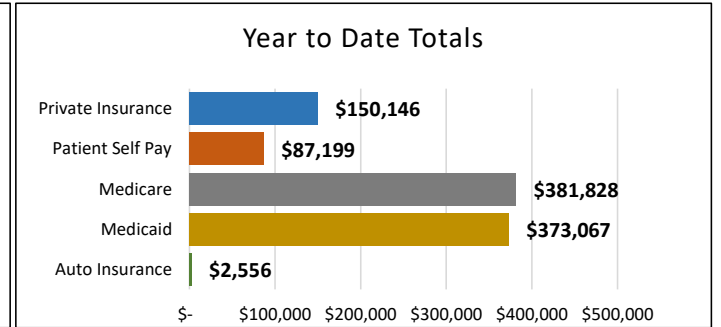
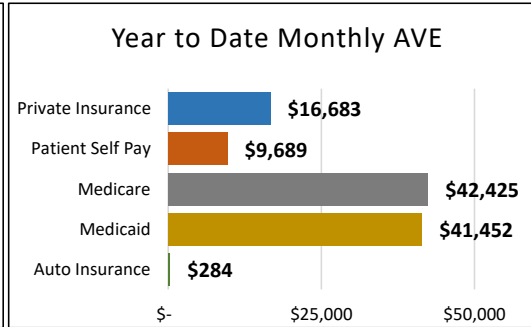
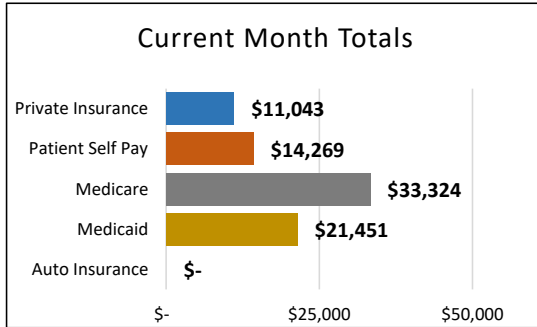


Clive Fire Department
EMS Billing Report
September
2025

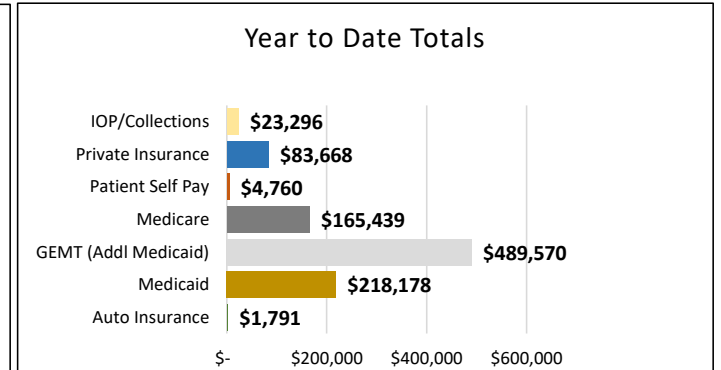
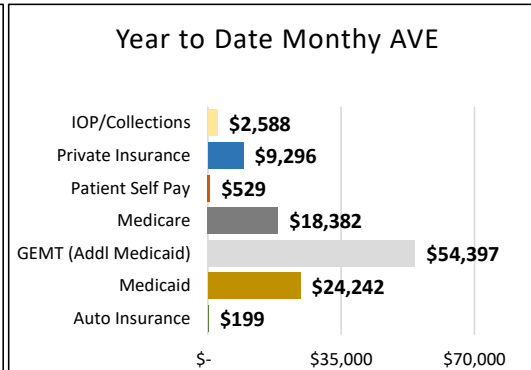
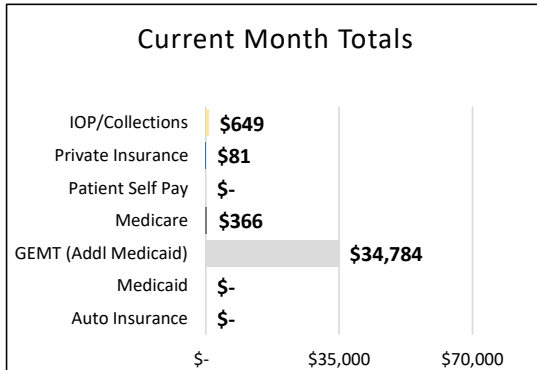
PAYOR BY TRIPS



PAYOR BY
GROSS CHARGES

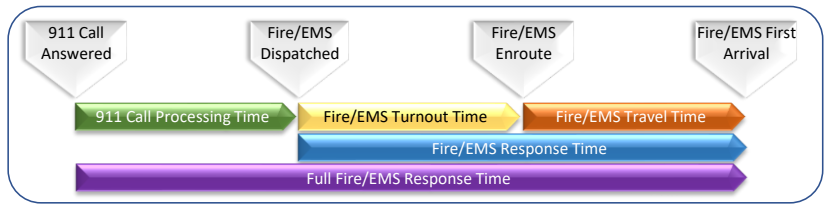


PAYOR BY \$
PAYMENTS



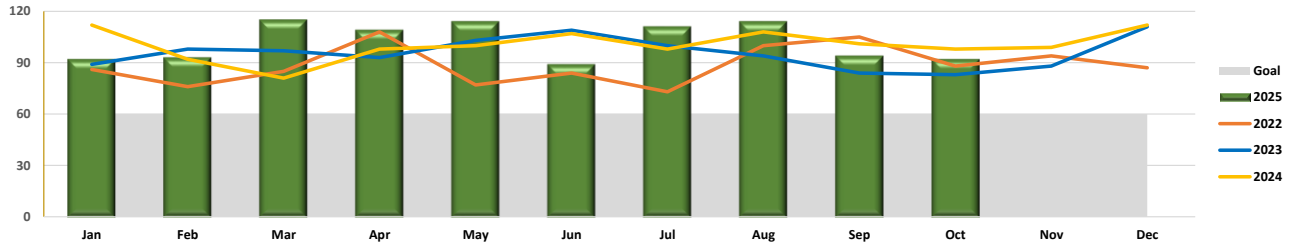


Clive Fire Department
Standard of Cover Performance Report
Performance Area: City of Clive
October 2025



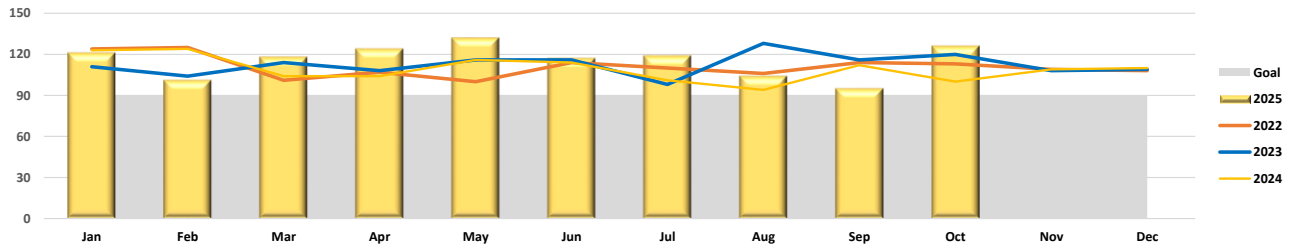
911 Call Processing Time

911 Call Received to Fire/EMS Dispatched
Goal (60 Seconds / 90% of the Time) v Performance (90%)



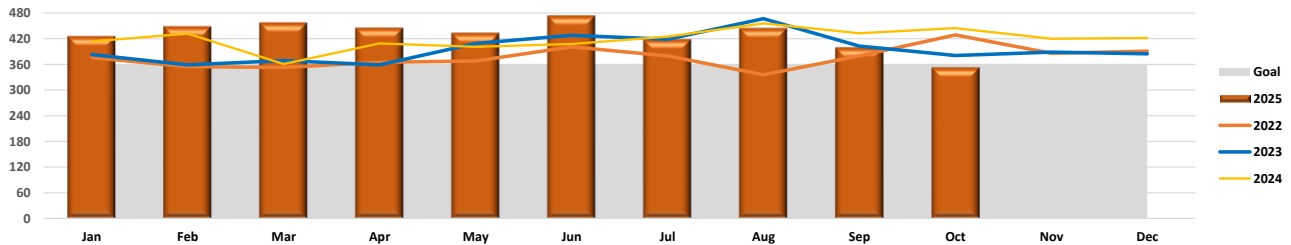
Turnout Time

Fire/EMS Dispatched to Enroute
Goal (90 Seconds / 90% of the Time) v Performance (90%)



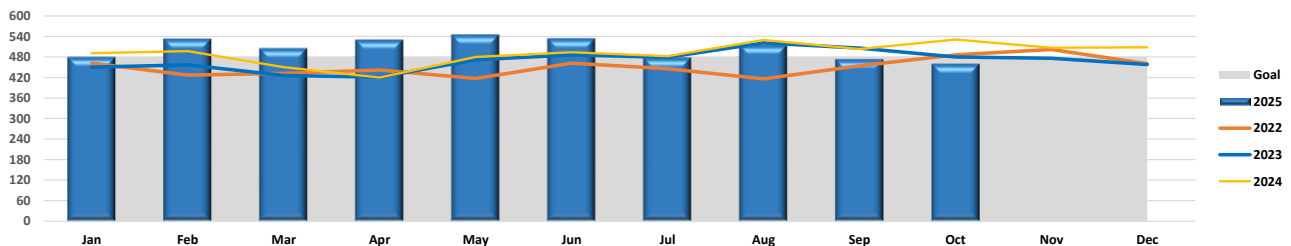
Travel Time

First Arriving Apparatus - Fire/EMS Enroute to Arrival - Emergent Incidents
Goal (360 Seconds [6 minutes] / 90% of the Time) v Performance (90%)



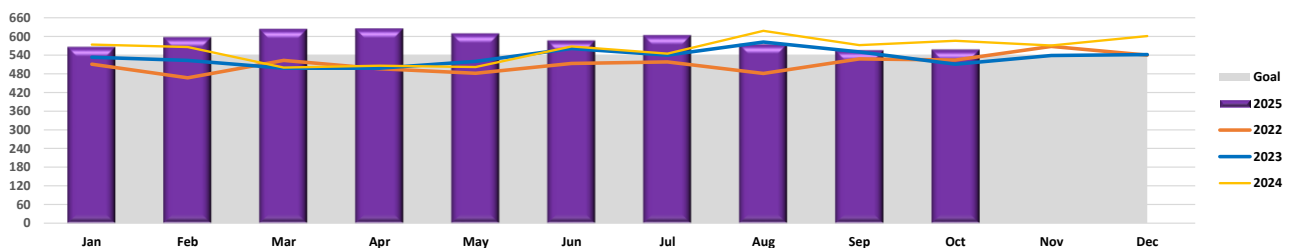
Response Time

First Arriving Apparatus - Fire/EMS Dispatch to Arrival - Emergent Incidents
Goal (480 Seconds [8 Minutes] / 90% of the Time) v 90% Performance (90%)



Total Response Time

911 Call Received to First Apparatus on Scene - Emergent Incidents
Goal (540 Seconds [9 Minutes] / 90% of the Time) v 90% Performance (90%)





Memo

TO: Mayor and Council members

FROM: Richard Brown, Leisure Services Director

DATE: November 13, 2025

RE: Leisure Services Report - October 2025

SYNOPSIS:

Leisure Services Report for the month of October 2025

Attachments:

1. October Council Report

Leisure Services Department

October 2025



Clive Public Library Celebrates 25th Birthday

Clive Public Library celebrated its 25th birthday on October 2. Visitors were invited to celebrate with us all month long as we remembered a quarter-century of stories, learning and community. Historical displays were up in the vestibule with facts and photos from our history, alongside treats and take-home activities. The library also invited visitors to participate in several anniversary-related activities including sharing photos of themselves from 2000 and from now, scavenger hunts for children and adults and asking visitors to share their historical library cards. Thank you to all who visited and helped us recognize this milestone!

Trunk or Treat

Clive Public Library joined other local businesses at Campbell Park for Clive Chamber of Commerce's annual Trunk-or-Treat event. Families were able to enjoy a free and safe trick-or-treating experience with costumes, treats and games. Librarians on site handed out stickers, temporary tattoos and colorable trick-or-treat bags for the visitors.

Clive Art Gallery Welcomes Photographers Gary and Kathleen Hoard

On October 31, Clive Public library welcomed new artists to the gallery. Gary and Kathleen Hoard are Iowa nature photographers. Their collection, *At Home in Iowa's Parks*, is a collection of photographs capturing both the ordinary and the unusual happenings in our state, county and city parks with a focus on the birds, animals and plants that call these spaces home. Many Iowa park landscape and waterscape images are included. The collection will be on display during regular business hours through January 31, 2026



Clive Healthiest State Walk 2025 The Clive team joined other communities statewide in participating in the Iowa Healthiest State Initiative Annual Walk! The initiative aims to raise awareness of physical and mental health and encourages Iowans to get out and walk for just 30 minutes to make a difference. We had a beautiful day to take in the Greenbelt Trail scenery. We were joined by staff, Council Members and citizens to make Iowa a healthier state.

Harbach Bay Doors Mural Ribbon Cutting

On Friday, October 10, we gathered for a ribbon cutting to commemorate the completion of the Harbach Bay Doors Mural by artist Jeremy Jarvis. Community members, Clive City Council, Board Members and staff enjoyed refreshments and celebrated public art in Clive. The mural can be visited at the Harbach Center, on the outside of the northern bay doors. This project was made possible by a grant from Bravo of Greater Des Moines.



Natural Resources

The natural resource division continues to work on fall chemical treatments of invasive species throughout Greenbelt at restoration project sites. This season the forestry mulcher will be used to remove invasive trees and shrubs on over 50 acres of the Greenbelt. Staff also continue pond management by treating Shadow Creek Pond for algae growth along with Cirksena Park pond for pond weed.



Parks and Trails

The Greenbelt Trail received approximately 2,000 feet of asphalt trail milling and overly repairs in October. Contractors replaced several sections of trail that had sink holes, longitudinal cracking, and alligator cracking behind Menards and Loves Truck stop, east of 100th Street and east of 86th Street including pedestrian bridge approaches. Upon completion staff backfilled the trail edge, graded and seeded the areas of disturbance.

Facilities

Parks staff collaborated with the Public Works Department to replace the filter media in the Lap Pool at the Aquatic Center, utilizing the vac truck to extract sand filter media. Once removed staff replaced filter media, seals, bolts and did a visual inspection of the overall condition of the filtration system. This is important upkeep for the facility as filters are essential for water clarity within the pool.

Volunteers

Recreation hosted 8 volunteers for goats in the month of October for a total of 8 volunteer hours. The library had 13 volunteers for a total of 13 volunteer hours. There were no volunteers for the Parks division in October.



Leisure Services Top and High Priority Strategic Plan Projects

ACTION: Linnan Park: Construction Complete, Neighborhood Engagement, Programming and Ribbon Cutting

PRIORITY

<i>Mgmt Top</i>

Key Issues

- Success will be construction is completed; the public can use the park and a ribbon cutting event has been held
- Tight change order budget for project and unknowns that may come up during construction
- Construction got a late start due to rainy July
- Public art mural on the Harbach Center
- Public engagement with mural painting
- Making sure the surrounding neighborhood knows these improvements are for the entire neighborhood, not just the multi-family properties

Activities/Milestones

1. Complete Harbach Center mural painting
2. Complete Construction
3. Conduct Ribbon Cutting Celebration with defined neighborhood engagement strategy
4. Develop programming plan for new amenities in the park
5. Conduct Back to School Bash
6. **PRESENTATION: Linnan Park Programming Plan discussion and feedback**

Time

10/25
6/26
7/26

7/26
8/26
8/26

Responsibility: Leisure Services

**ACTION: Clive-WDM Schools Collaboration – Indian Hills
Greenspace Redevelopment/Master Plan**

PRIORITY

Mgmt High

Key Issues

Activities/Milestones

Time

- | | | |
|--|--|-------------|
| • Success will be the kickoff of a master planning effort for the outdoor space at Indian Hills Junior High in coloration with the School District | 1. Research best practices for shared school and park sites | 11/25 |
| • Is this dependent on a WDSM schools bond issue passing? | 2. Develop working team with West Des Moines Schools and City of Clive | 12/25 |
| • Neighborhood needs | 3. Develop scope of services and budget proposal for master planning effort | 12/25 |
| • School district needs | 4. BUDGET WORKSHOP: Master Planning Proposal/Cost Sharing | 2/26 |
| • Public engagement | 5. Develop and distribute RFP for master planning effort | 2/26 |
| • Agreement needed to allow public use and shared maintenance | 6. DECISION: Budget FY 26/27 Approval | 4/26 |
| • Funding for master plan | 7. Master Planning efforts begin with initial neighborhood/public engagement | 5/26 |
| • Funding for construction | | |
| • School district bond referendum | | |
| • No playground in this neighborhood | | |
| • Define service area for this park/school space | | |
| • Traffic and parking issues and resolution | | |

Responsibility: Leisure Services

ACTION: Encroachments Policy/Strategy/City Actions: Problem Analysis, Report with Options, Degree of Aggressiveness, Community Engagement, and Direction

PRIORITY

Policy High

Key Issues

Activities/Milestones

Time

- | | | |
|---|---|-------|
| • Success in the next year will be an adopted policy with clear expectations of property owners adjacent to City property and enforcement of policy | 1. Research local examples of policies and practices as well as best practices across the country | 10/25 |
| • Wide variety of encroachments | 2. Gather data regarding the full extent of the encroachment issue | 12/25 |
| • Private use of publicly owned land | 3. Analyze and develop report regarding the extent of encroachment issues citywide | 12/25 |
| • Understanding the level of public engagement desired during policy development | 4. PRESENTATION/DIRECTION: Review draft framework, determine level of public engagement | 1/26 |
| • Enforcement tactics will have different levels depending on the policy choices made | 5. Develop public engagement plan for development of policy | 3/26 |
| • Long-term success with this action is no private encroachments on City property | 6. Develop final draft policy for review | 3/26 |
| | 7. Public engagement (as needed) | 5/26 |
| | 8. DECISION: Review and approval of policy | 8/26 |

Responsibility: Leisure Services

ACTION: Greenbelt Landing Project: Construction, Dedication,
Programming and Clive Festival 2026

PRIORITY

Mgmt Top

Key Issues

Activities/Milestones

Time

- | | | |
|---|---|-------|
| • Success will be the project entirely completed and 50 th Clive Festival is held at the new stage | 1. Complete Substantial Construction | 1/26 |
| • Completion of construction | 2. Develop Programming and Operations Plan | 3/26 |
| • Programming plan development | 3. PRESENTATION: Greenbelt Landing Programming and Operations Plan Discussion and Feedback | 4/26 |
| • Potential partnership with outside entities for management of the space, events and stage | 4. Install Project and Donor Recognition Signage Installed | 5/26 |
| • 50 th Clive Festival Celebration | 5. Install Public Art Installed | 5/26 |
| • Small donor campaign goal of \$100,000 to support project, wetland walkway plaques, etc. | 6. Complete All Construction | 6/26 |
| • Naming considerations of the community building? Such as Greenbelt Pavilion, Greenhouse, Landing Hall, Creekside Pavilion, The Canopy, Oxbow Pavilion, Creekside Hall, etc. | 7. Conduct Ribbon Cutting Event | 6/26 |
| | 8. Have 50 th Clive Festival held at Greenbelt Landing | 7/26 |
| | 9. Complete Small Donor Campaign | 12/26 |

Responsibility: Leisure Services



Memo

TO: Mayor and Council members

FROM: Mark Rehberg, Captain / Operations Commander

DATE: November 13, 2025

RE: Police Department Report - October 2025

SYNOPSIS:

Summary Report of Monthly Activity for the Clive Police Department.

Attachments:

1. October 2025



Clive Police Department

Monthly Report October 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 twenty-nine Certified Police Officers and seven 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.

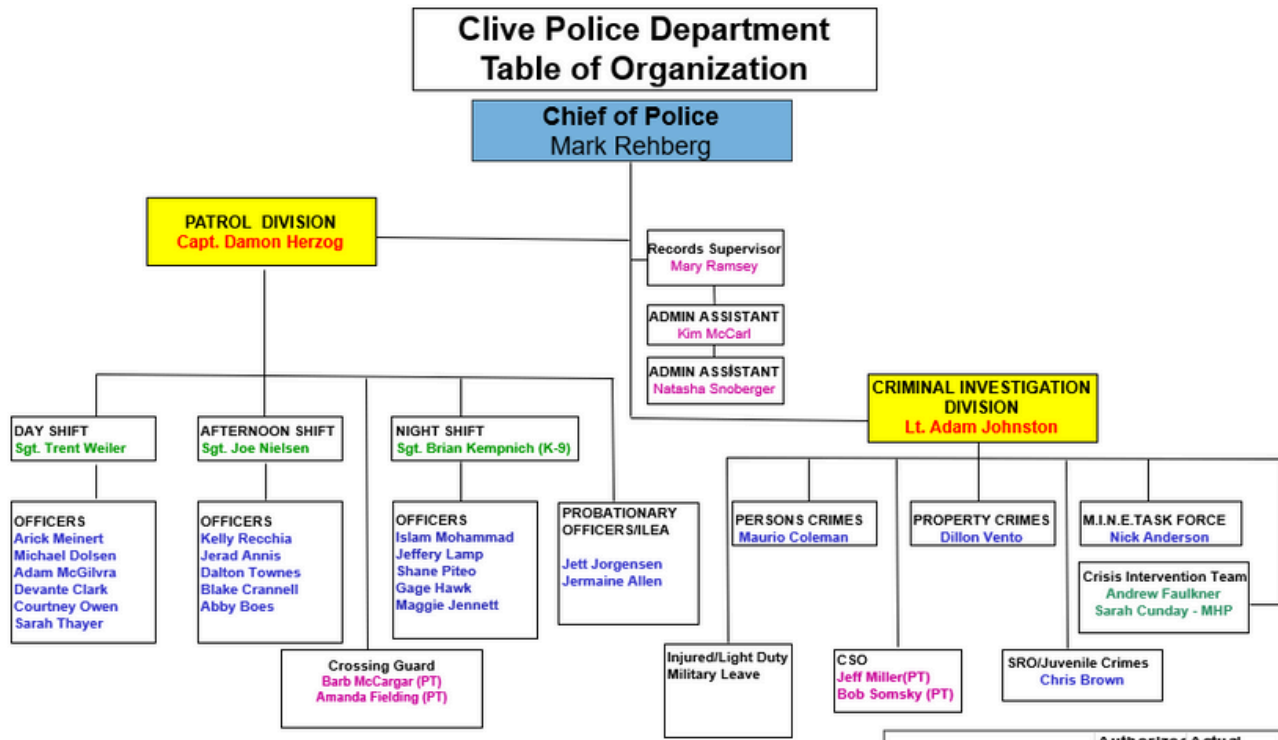
Determined - A team that is resolute and purposeful in action.



Committed - Professional - Determined



Organization & Staffing



Staffing

Sworn Staffing Summary (Current)	
Total Authorized Commissioned	29
Current Operating Commissioned	27
Officers in Field Training	2
Probationary Officers in Academy	0
Military Leave	0
Light Duty	0
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/Light Duty	2	0

Strategic Planning Update - Speeding and Safety on Trails.

As we look ahead to the 2025-2026 period, our community is poised to address critical challenges and opportunities surrounding the integration of electric vehicles and the enhancement of trail safety and etiquette. This strategic plan serves as a roadmap to ensure the safety, accessibility, and sustainability of our public spaces and roadways.

Through a collaborative approach, we intend to lower speeds on trails, educate users on the responsible use of electric vehicles, and develop regional solutions that prioritize the well-being of all residents. With milestones set to identify key issues, gather actionable data, and establish enforcement policies, this plan reflects our commitment to fostering a safer and more connected community.

2025-2026 Strategic Planning		
ELECTRIC VEHICLES/TRAIL SAFETY AND ETIQUETTE - REVISE ORDINANCE		
Key Issues		Completion Date
	Lower speed on trails/increase safety and ettiquette	In-Progress
	Educate on use of electric vehicles in parks/trails	In-Progress
	Address electric vehicles on public roadways	In-Progress
	Reduce injury to users	May-26
	Regional solution to issue	Jun-26
	Enforcement	Jun-26
Milestones		Completion Date
	Identify specific complaints/Incidents/Reports	In-Progress
	Identify other municipalities and actions taken	In-Progress
	Establish working group of stakeholders	In-Progress
	Find Options	Jan-26
	Gather/Identify data for report to council	Mar-26
	Street v. Trails	
	Speed and Motor size/ Definitions	
	CC: Decision: Ordinance (if any)	Jun-26
Success		Completion Date
	Develop Regional solution via MPO or MAC	Jun-26
	Enforcement plans/policies metrowide	Jun-26
	Community acceptance of strategy	Jun-26

Calls for Service and Dispatch Area

Dispatch Incident Distribution					
Agency	October		YTD		
	2024	2025	2024	2025	%
Calls for Service	1378	1333	13,519	12,395	-8%
Incident reports	189	171	1574	1583	0.5%
Adult Arrests (On view)	52	58	549	445	-19%
Juvenile Arrests (On view)	3	5	36	46	26%
Traffic Citations/Warnings	218	316	2470	2761	12%

Crash Data

Motor Vehicle Crash (MVC)					
Crash Type	October		YTD		
	2024	2025	2024	2025	% Change
Fatal	0	0	0	0	0%
Injury	18	10	76	56	-26%
Property Damage	47	34	378	445	18%
Total	65	44	454	501	10%

Crisis Intervention Team

Crisis Intervention Team (CIT)				
Response Type	October		YTD	
	2024	2025	2024	2025
Mental Health-related Calls	7	25	72	148
Diversion/Referral	2	13	12	59
Clive Behavioral	2	4	20	32
Ed Thomas Notification	0	0	0	3
Total	11	42	104	200

Group A and B Offenses



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

Clearance Rate

Group A Crimes					
Type	October		YTD		
	2024	2025	2024	2025	% Change
Crimes v. Persons	21	14	141	114	-19%
Crimes v. Property	40	24	360	204	-43%
Crimes v Society	16	21	181	132	-27%
Total "A" Offences			682	450	-34%
Hate Crimes	--	0	--	1	--
LEOKA	--	1	--	8	
Clearance Rate	36.36%	54.24%	--	--	

K9 Deployments and Activity

K9 Deployments				
Deployment Purpose	October		YTD	
	2024	2025	2024	2025
Narcotics Search	--	28	--	228
Tracking	--	0	--	15
Total Deployments	--	28	--	151

Evidence Located			
Drug Type/Quantity	October 2025		
Methamphetamine	65 g	Heroin	6 g
Marijuana	109.5 g	Steroids	
THC	771 g	Currency	
Cocaine	30 g	Firearms	

Play it again (and again) Sports...

On October 10th, a female had entered the Play it Again Sports on Swanson Blvd. She was attempting to sell suspected stolen property, but fled the scene as officers approached. A pursuit took her through the Westside, and ultimately into Des Moines. Sgt Weiler and Officers Dolsen, Clark and Thayer attempted to chase, but the female was able to get away. She was located a short time later at a co-conspirators house, and found to be suffering from an ankle injury sustained as she was again trying to run on foot. Warrants were obtained for her arrest for Theft, Eluding and multiple traffic charges.

A second theft on October 13th, resulted in another pursuit from Play it Again. This time, suspects ran on foot from officers Clark, Meinert and Thayer, into the Greenbelt trail system. A perimeter was set and a drone was used to locate one male, but was unsuccessful. A co-defendant was caught and he provided information on the second male, who was apprehended by Lt. Johnston with assistance of the U.S. Marshal Service, the following day at a Des Moines motel. At the time he was in possession of a loaded handgun and cocaine.

Highlights & Outreach

Trick or Treat makes historic move back to Halloween night.



After years of holding trick or treat night on Beggars Night, Clive has finally brought this tradition back to Halloween. Officers spent several nights at truck-or-treat events that led up to the festivities of October 31st.

Trunk or Treat and the Emerging Leadership Academy for the Clive Chamber of Commerce.



Business Trunk or Treat, October 16th.



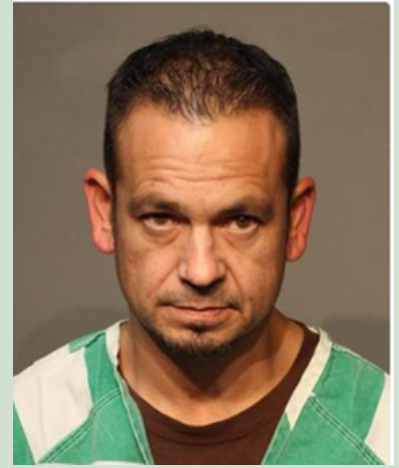
Clive Chamber Emerging Leaders conduct an investigation on their yearly scavenger hunt.



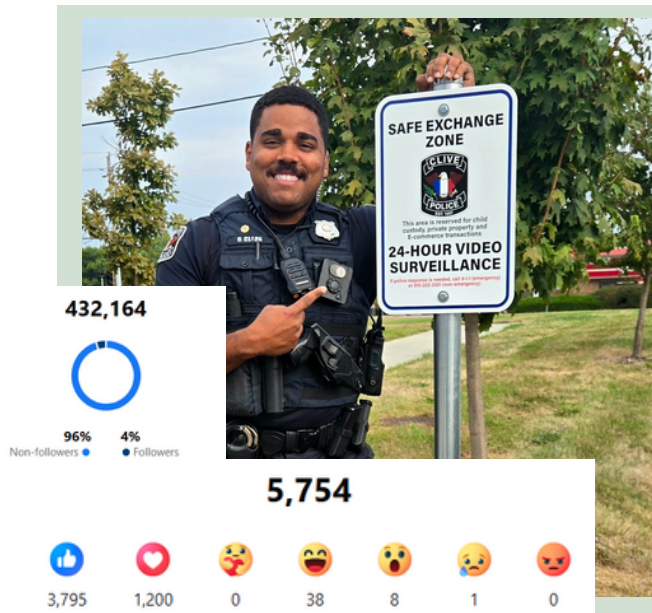
Halloween Night 2025

Townes patrols the 'Ville, teams with K9 to make arrest..

On October 21st, while on routine patrol, Officer Townes made a stop for an equipment violation. Based on statements and officers observations of the driver, Dutch, was called to the scene for a free air sniff of the vehicle. After Dutch “Alerted” to the odor of narcotics, a probable cause search was conducted. The driver, Martin Huffey, was found to be in possession of narcotics and drug paraphernalia. He was arrested for a “Third Offence” drug charge and transported to the Polk County jail. This is a great example of teamwork and the proper use of tools in policing.



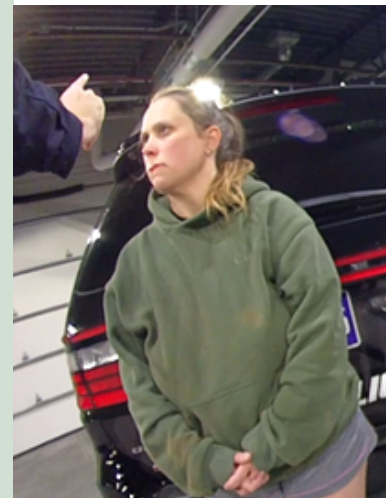
It's the Safe Space Guy!



We were finally able to get our “Safe Exchange Zone” posted in front of the Public Safety Center. These designated spaces are there for secure transactions of internet business, child exchanges or any other reason a person might have. Allowing this to occur in the lot of the department provides a safe space that is monitored by video, and helps reduce the potential of criminal activity during these transactions. Our space has already seen use and Officer Clark went viral, and is now known throughout the ‘Ville as “The Safe Space Guy!”

BAC of the month.

Officers were called to assist the Waukeet PD with a multi-vehicle accident at Hickman and Alices Road. Officer Jennett and Training Officer Jorgensen took advantage of the situation for a field training opportunity. To alleviate the workload of Waukeet, and since time was of the essence, the officers arranged to transport one of the female drivers to our department for an OWI investigation. Field sobriety tests were conducted and the female, Leah Hannah, consented to a breath test on the Datamaster. Her result was over three times the legal limit, at a .268% BrAC.



Hotel Domestic Leads to Guns and Drugs.

A Domestic Assault on October 13th, led officers Piteo, Mohammad and Lamp, to the Days Inn, room 331. Officers learned that a male suspect, Jacob Fast, had left the area after getting into a physical altercation with his girlfriend. He was not located at the time, but was reported to have two handguns and drugs in his possession. Jacob was located early in the morning on the 14th, when he approached a resident at 1701 Campus Drive. Officers did locate Jacob at Pet Smart on University Ave. At that time he was found to be in possession of two handguns, and several packages of marijuana. Jacob was arrested and charged with domestic assault and drug and gun crimes.



Officer Boes certifies in drug training. Joins Officer Jennett in fight against drugged driving.

Officer Abby Boes completed 2 weeks of classroom training in Des Moines, before completing 8 days of Field Certifications in Jacksonville, Florida to become a certified Drug Recognition Expert (DRE). DREs play a critical role in identifying drug-impaired drivers and keeping our roads safe. With only 1% of officers nationwide holding this certification, this is a significant achievement. Abby will actually be the 7th officer, and the 3rd female to achieve this classification in Clive. She joins Officer Maggie Selle-Jennett as our only two active DREs. This training is provided by the Governor's Traffic Safety Bureau at no cost to the City.





Officer Kelly Recchia

Officer Kelly Recchia joined the Clive PD in August 2018, and has served in a variety of positions within patrol and investigations. Currently assigned to the 2nd watch patrol, she serves as the Officer in Charge of a patrol shift during a supervisors absence. Kelly's other duties include; Field Training Officer, and Negotiator on the Suburban Emergency Response Team (SERT). At this years 2025 Iowa Crisis Negotiators Association conference, Kelly was an integral member of our team, which took 2nd Place in Statewide competition. She also fills the role as one of our Sex Assault Advocates within the department. Kelly was selected to work in Criminal Investigations as our very first Crisis Intervention Officer. She is married with several grown children. In her spare time, Kelly spending time in the gym and going on cruises with her husband John.



Memo

TO: Mayor and Council members

FROM: Tiernyn Potratz, Administrative Assistant

DATE: November 13, 2025

RE: Public Works Report - October 2025

SYNOPSIS:

Public Works Report - October 2025

Attachments:

1. October 2025 Monthly Report

Clive Public Works

October 2025

Monthly Report



October Events

- **October 2-3**— Iowa Chapter APWA Fall Conference, Des Moines.
- **October 8-9**— APWA Iowa Chapter events held at Waukee Public Works. Snow Plow Operator Trainig (**SPOT, 10/8**) Attending: Joe Pardekooper, Andrew Peterson; and ROADEO competition (**10/9**) Attending: Logan Haring, Jonah Crilly.
- **October 14**— John Goeller finished Pipeline Assessment Certification Program.
- **October 15**— ISWEP meeting in Des Moines, attending: Rai Tokuhisa.
- **October 20**— Rai Tokuhisa hosted Walnut Creek Watershed Management Authority's quarterly meeting at our Public Safety Center.
- **October 22**— Christ Saltmarsh, Josh Tatman, and Jesse James took their Continuing Instruction Courses for pesticides.
- **October 28**— Rai Tokuhisa hosted River Systems and Restoration Practice Tour during rainfall at Little Walnut Creek.
- **October 29**— Jerry Freestone led Operations Specialists through yearly snow and ice training.

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

2025-26 Policy Agenda Actions: Top Priority

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.

Snyder discussed the project with Clive Council at the April 11, 2024 Council meeting. Snyder 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.

Snyder met with property owners to discuss easements and property acquisitions. Staff discussed the project again with Council during the November 7, 2024 CIP workshop. 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 for Phase 1A were acquired without the use of eminent domain. The Public Hearing for the eminent domain process was opened and closed without any action at the February 27, 2025 Council meeting. 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 contractor is currently working on the project but will not finish the project this year. The current schedule includes the completion of Alice's Road from the south end of the project to just south of Boston Parkway this year. The roundabout and the remainder of Phase 1A will be completed next year. **The contractor has paved the mainline south of Boston Parkway and is working on the hand pours.**

The consultant is working on the design for Phase 1B that will be let after the first of the year and will be in progress at the same time as Phase 1A is being completed.

Waukee submitted STBG grant requests for this project and received \$1.5M that was to be utilized in Phase 2. Clive submitted an STBG grant and received \$500,000 for Phase 3 of the project. Clive has worked with Waukee to move all Federal funding to Phase 4 to minimize costs associated with the use of federal funds. Phase 4 now includes the intersection of Berkshire Parkway. The current schedule is as follows:

Phase 1A – Completed in mid-2026

Phase 1B – Constructed in 2026

Phase 4 – Constructed in 2027

Phase 3 – Constructed in 2028

Phase 2 – Constructed in 2029

The construction of the phases has been moved around to accommodate the federal funding in Phase 4 and the need to construct stormwater improvements from Little Walnut Creek to the south to provide storm sewer for the improvements in Phases 2 and 3. In addition, Waukee currently has the reconstruction of the bridge on Warrior Lane scheduled for 2027 and 2028. It is anticipated the bridge project will take 2 years to complete and Waukee would like to avoid having both Warrior Lane and Douglas closed at the same time.

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 East Trail project has been let and was awarded to Howrey Construction in the amount of \$807,787.50 at the March 13, 2025 Council meeting. **The contractor has completed the trail. Restoration and punch list items remain.**

2025-26 Policy Agenda Actions: High Priority

Street Services Level and Projects Strategy: PCI Data and Study Update (JM)– This includes an update of the PCI data and an update of the maintenance, rehabilitation and reconstruction costs included in the 2017 Study. The project will also include training of Clive's Civil Engineer for the dTims software used to keep the PCI data. Council approved the Professional Services Agreement for the update at the December 12, 2024, Council meeting. A kickoff meeting for the update was held on January 6, 2025. HR Green has completed the report, and staff will review the report with City staff on September 25, 2025, and with Council at the November 20, 2025, workshop.

2025-26 Policy Agenda Actions: Priority

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 but completed the work on the east streambank in 2025. A walkthrough was completed the week of April 14, 2025. **Final acceptance of this project will be on the November 13, 2025 Council agenda.**

The East Trail project has been let and was awarded to Howrey Construction in the amount of \$807,787.50 at the March 13, 2025, Council meeting. The contractor has completed the trail. 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.

Current Construction Schedule:	East Streambank work	Completed except for restoration
	East Trail reconstruction	Completed except for restoration
	Trail Bridge	2026
	West Streambank work	2026-27
	West Trail construction	2028

2025-26 Management Agenda Actions: Top Priority

Hickman Road & I35/80 Interchange Project (JM) – This is an Iowa DOT project. Clive and Urbandale worked together to add 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 is finishing work on Stage 1 of the project. The trail has been closed and will be closed through 2025. Phase 2 of the project has been let and awarded. 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, and were reopened September 4, 2025. In addition, the northbound on-ramp from Hickman to I35/80 was closed and reopened on September 11, 2025. The northbound onramps at University and Hickman and the southbound offramp at Hickman were closed on September 4, 2025. The northbound onramp at Hickman has opened. **The contractor has completed setting girders which required the closing of Hickman. Over the next few weeks there will be some lane closures on Hickman for work on the bridges, but no more full closures.**

2025-26 Management Agenda Actions: High Priority

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.

2025-26 Management Agenda Actions:

WRA Parallel Common Trunk Sewer (JM) – The WRA is preparing to install a parallel trunk sewer that will pass through the Clive greenbelt from NW 73rd Street to west of NW 128th Street where it crosses Hickman Road into Urbandale. Staff met with the WRA's consultant on August 7, 2023. Staff received Phase 1 60% plans and met with the Consultant on July 25, 2024 to go over the plans. The WRA consultant has been working with impacted residents and has changed the alignment due to those discussions. Staff has reviewed the 90% plans for Phase 1, from west of I35/80 to the west/northwest and is working with the consultant on final comments. The Consultant is working on easement acquisitions. Phase 1 is planned to be let on November 18, 2025. The 60% plans for Phase 2 have been received, and staff has reviewed and submitted comments to the consultant. The Phase 2 letting planned for late 2026. The City has received easement documents for the acquisitions the WRA needs from the City and has set a Public Hearing for the approval of the easements at the August 28, 2025, Council meeting. Staff is also working to reach an agreement for the payment for trees.

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

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 25/26 winter.

Right-of-Way Management Right-of-Way Management - 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.

2025-26 Management in Progress

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

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

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.

Clark Street Pilot Green Infrastructure Evaluation After Action Report (RT) – Staff will complete the review.

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

MS4: 2025 Annual Reporting, Annual Inspection, Process Improvement (RT) – Staff is working on the 2025 report that is due by December 31, 2025.

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.

Harbach Boulevard Phase 2 Reconstruction Project Easement with Glacier Properties: (JC) - Staff is working on the acquisition of the easements.

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.

2025-26 Major Projects

2026 Annual Soil Quality Restoration (SQR) Citywide Cost-Share Program (JM/JMc) - This is scheduled for the fall of 2026.

2026 Annual Traffic Detection (CS) – This project includes the upgrade of traffic detection at one intersection each year.

2026 Annual ACT Cabinet: Installation (JF/CS) - This project includes the replacement of the ACT cabinet at NW 156th and Hickman.

Completion of ACT Traffic Cabinets Replacement: (JF/CS) - This project was included the CIP approved on December 12, 2024, and is scheduled to be completed in 2026. The project includes the replacement/upgrade of the remaining traffic cabinets to ACT cabinets.

2026 Annual Berkshire and Boston Street Light LED Relamp (CS) – The project will be completed in 2026 and this will be the final year of the retrofit. Following the completion of this project all City owned streetlights will be LED.

2026 Annual City Owned Street Light Pole Painting: Completion (JF/CS) - The project will be completed in 2026.

2025 Walk/Don't Walk Countdown Signals: Installation (CS) – The countdown signals at NW 138th and University have been installed.

2026 Walk/Don't Walk Countdown Signals: Installation (CS) – Staff plans to install the countdown signals in the fall of 2026.

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

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

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

2026 Annual Pavement Rehabilitation Projects (JH/JC) – **(A) Residential PCC Patching** – The 2026 project targets the area south of Hickman and west of NW 156th and the area east of NW 156th and north of Hickman **(B) Arterial PCC Patching** – The 2026 project will target University between NW 128th and Lake Pointe and Swanson Boulevard. **(C) Asphalt Overlay** – The 2026 project will target the Country Club West area.

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

2026 Annual Storm Sewer Intake Restoration Projects: (JM/JN) - This project will include the replacement of intakes in conjunction with the street rehabilitation projects.

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. **This project has been completed.**

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 project is incomplete and there are some spots to touchup. 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.

2025-26 Annual Sewer Lining Program (JM) – A Public Hearing will be set at the October 23, 2025 City Council Meeting. Bids will be received November 18, 2025 and the project is scheduled to be awarded at the December 11, City Council meeting.

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

2026 Annual City Owned Street Light Pole Painting Completion (JF/CS) - This work will be completed in 2026.

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

Public Works Lobby Security: Completion (JM/JS) - Public Works will complete this work over the winter.

Public Works Security Camera Installation and Public Works Entrance Improvements: (JM/JS) – **Public Works will complete this work over the winter.**

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 contractor has completed the work. **Final close out remains.**

Harbach Boulevard Reconstruction Phase 2 – 82nd to 86th: Design, Construction & ROW Acquisition (JH/JC) –

Staff has developed preliminary plans. This project is currently on hold to allow coordination with the proposed Linnan Park improvements. The conceptual design of this section of Harbach will be completed by a consultant as part of the Linnan Park improvements design. Engineering will complete the final design of the Harbach reconstruction after the consultant provides the conceptual design for the street. The design PSA has been approved and includes the consultant providing the City with 30% plans for the street. Staff has received the 30% plans and staff is working on the design.

Douglas and Berkshire Intersection Signalization Project (JH) - This project was let on April 17, 2025 and awarded to Iowa Signal, Inc, in the amount of \$235,174.00 at the April 24, 2025 Council meeting. The contractor has completed work on this project and the signals are in operation. **Final acceptance of this project will be on the November 13, 2025 Council agenda.**

NW 78th & NW 80th Watermain Replacement Design: (JH/JC) - This project is scheduled for construction in 2027.

NW 86th Street Pavement Repair: (JH) – This project was awarded to the Concrete Contracting Company at the August 28, 2025 Council meeting, in the amount of \$82,086.00. **The Contractor is currently working on this project.**

NW 156th and Hickman ADA Improvements: (JH/JC) - This project is needed to bring the NW 156th Street intersection into ADA compliance. **The project will be included in the upcoming CIP for construction in 2026.**

NW 114th Street Bridge Repair Project: (JH) - This project was awarded to Boulder Contracting at the April 10, 2025 Council meeting, in the amount of \$154,007.66. The bridge deck work was scheduled to be completed while NW 114th was closed for reconstruction. The bridge deck repairs were completed while NW 114th was closed. The new bridge railing was completed this week. **Final acceptance on this project will be on the November 13th, 2025 Council agenda.**

Automatic Valves at Hawthorn, NW 86th and NW 118th – Replace valves and vaults – (KF) – The valves have been installed.

Little Walnut Creek Stream Bank Repairs East of Alice's Road: (RT/JS) – Parts of the restored streambank, east of Alice's Road were damaged due to heavy rains. **Public Works has started the repairs.**

City Hall Approach Replacement: (JC) – This project was awarded to Stapes Concrete at the September 11, 2025 Council meeting, in the amount of \$60,616.00. The work has been completed and close out remains.

City Hall Parking Lot Improvements/Overlay: (JC) – This project will include the milling and overlaying of the City Hall Parking lot. This project is scheduled to be completed in the spring of 2026.



Memo

TO: Mayor and Council members

FROM: Matthew Graham, City Clerk

DATE: November 13, 2025

RE: Approve 10/23/2025 City Council Minutes

SYNOPSIS:

Attachments:

1. cc Minutes 10_23_2025

**CLIVE CITY COUNCIL MEETING MINUTES
REGULAR MEETING
OCTOBER 23, 2025
CITY HALL COUNCIL CHAMBERS**

Call to Order/Roll Call/Pledge of Allegiance

Mayor Edwards presided and called the meeting to order at 6:00 p.m. Council Members present were: Ted Weaver, Susan Judkins, Eric Klein, Breanne Hocker. Absent: Michael McCoy. 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, Breanne Hocker. Nays: None. Abstained: None. Motion carried.

Presentation

1. Leisure Services Process Improvement. Presentation provide by Library Manager Stephanie Keller.

Consent Items

Eric Klein moved approval, seconded by Breanne Hocker. Roll Call: Ayes: Ted Weaver, Susan Judkins, Eric Klein, Breanne Hocker. Nays: None. Abstained: None. Motion carried. 1. City Manager Memo; 2. City Manager Report - September 2025; 3. Assistant City Manager Tech Services Report - September 2025; 4. Administrative Services Report - September 2025; 5. Community Development Report - September 2025; 6. Leisure Services Report - September 2025; 7. Police Department Monthly Report - September 2025; 8. Fire Department Report - September 2025; 9. Public Works Report - September 2025; 10. Treasurer's Report - September 2025; 11. Approve 10/09/2025 City Council Minutes; 12. Bill List; 13. Approve New Retail Alcohol Sales License Application - Franka Pizzeria - 12695 University Avenue, #100; 14. Approve Retail Alcohol Sales License Renewal Application - Front Row - 9956 Swanson Boulevard; 15. Approve Retail Alcohol Sales License Renewal Application - Mi Mexico - 11407 Forest Avenue; 16. Approve Retail Alcohol Sales License Renewal Application - Monterrey Mexican Restaurant - 8801 University Avenue, #27; 17. Approve Retail Alcohol Sales License Renewal Application - Nicks Bar and Grill - 9769 University Avenue; 18. **Resolution 2025-303** Approving Change Order #1 - SKOL Trucking, LLC - 2025 Arterial PCC Pavement Rehabilitation Project - (-\$1,798.60); 19. Approve Pay Request #1 - I80 Concrete - Sidewalk Safety Program - \$14,599.60; 20. Approve Pay Request # 1 - RES - Little Walnut Creek Bid Package & Support Services - \$17,212.52; 21. Approve Pay Request #2 - Jeremy Jarvis - Harbach Bay Doors Mural Project; 22. Approve Pay Request #4 - Boulder Contracting, LLC - NW 114th Street Bridge Repair Project - \$91,828.71; 23. Approve Pay Request #4 - Howrey Construction, Inc. - Little Walnut Creek Trail Reconstruction East of Alice's Road - \$30,555.00; 24. Approve Pay Request #4 - Iowa Signal, Inc. - Douglas Parkway and Berkshire Parkway Traffic Signalization Project - \$1,127.63; 25. Approve Pay Request #8 - Calhoun-Burns & Associates - 2025 Bridge Maintenance Repair Program - \$898.00; 26. Approve Pay Request #10 - Iowa Earth Works - Little Walnut Creek Stream Stabilization East of Alice's Road - \$13,359.38; 27. Approve Pay Request #18 - Alice's Road Reconstruction - Phase 1 - Design - Snyder & Associates - \$295,705.40; 28. **Resolution 2025-304** Approving Contract - Citywide Curb and Gutter Repair Project - The Concrete Company - \$22,425.00; 29. **Resolution 2025-305** Approving Professional Services Agreement with Bryan Swanson for Winter 2025 Programming; 30. **Resolution 2025-306** Approving Professional Services Agreement With Central Iowa Officials LLC for Youth Basketball Officials; 31. **Resolution 2025-307** Approving Grant Application for Clive Community Foundation - Harbach Center MultiBall Interactive Wall; 32. **Resolution 2025-308** Approving Grant Application for Dallas County Foundation - Harbach Center MultiBall Interactive Wall; 33. **Resolution 2025-309** approving Emerald Isle Townhomes

Plat 1 Final Plat; 34. **Resolution 2025-310** Approving Intergovernmental Transfer of Public Funds Agreement - Iowa Department of Health and Human Services - GEMT Program
35. **Resolution 2025-311 through Resolution 2025-318** Approving FY26 Budget Transfers (listing in packet); 36. **Resolution 2025-319** Approving the FY25 Annual Urban Renewal Report; 37. **Resolution 2025-320** Setting Public Hearing (11/13/2025, 6:00 p.m.) - Hickman Road Right-of-Way Vacation; 38. **Resolution 2025-321** Setting Public Hearing (12/11/25 6:00 p.m.) - 2025-2026 Sanitary Sewer Lining Program; 39. **Resolution 2025-322** Approving Amended Job Description For Full-Time Engineering Administrator Position.

Action Items

1. **Public Hearing - General Obligation Urban Renewal Bonds, Series 2025B.** Public Hearing Notice published 10/13/2025 in the Des Moines Register. Director of Administrative Services Elizabeth Hansen and PFM Managing Director Susanne Gerlach presented the matter to the Council and recommended approval. Eric Klein moved to close the public hearing, seconded by Susan Judkins. Roll Call: Ayes: Ted Weaver, Susan Judkins, Eric Klein, Breanne Hocker. Nays: None. Abstained: None. Motion carried.
 - a. **Resolution 2025-323 awarding General Obligation Urban Renewal Bonds, Series 2025B and authorizing and approving a Loan Agreement, providing for the sale and issuance of Bonds and providing for the levy of taxes to pay the same.** Eric Klein moved approval, seconded by Susan Judkins. Roll Call: Ayes: Ted Weaver, Susan Judkins, Eric Klein, Breanne Hocker. Nays: None. Abstained: None. Motion carried.
2. **2nd Consideration of No. Ordinance 1172 - Amend Provisions of Title 10 Building Regulations of the City of Clive Regarding: Chapter 12 (Rental Housing Code).** Construction Services Administrator Ryan Mayer presented the matter to the Council and recommended approval. Ted Weaver moved approval, seconded by Eric Klein. Roll Call: Ayes: Ted Weaver, Susan Judkins, Eric Klein, Breanne Hocker. Nays: None. Abstained: None. Motion carried.

Reports

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

The meeting was adjourned at 6:36 p.m.

Matthew D. Graham, City Clerk

John D. Edwards, Mayor



Memo

TO: Mayor and Council members

FROM: Matthew Graham, City Clerk

DATE: November 13, 2025

RE: Bill List

SYNOPSIS:

Attachments:

1. 3046_001

Date Paid	Vendor Name	Description	Amount Paid
11/10/2025	ACADEMY ROOFING & SHEET METAL	ROOFING REPAIRS	541.64
11/10/2025	ACLARA TECHNOLOGIES LLC	MTU PROGRAMMER	960.00
11/10/2025	ACLARA TECHNOLOGIES LLC	MTU PURCHASE	14,832.00
11/10/2025	ACLARA TECHNOLOGIES LLC	MTU PURCHASE	1,530.00
11/10/2025	ACLARA TECHNOLOGIES LLC	MTU PURCHASE	22,120.00
11/10/2025	ACLARA TECHNOLOGIES LLC	MTU PURCHASE	1,700.00
11/10/2025	ACME TOOLS	MINOR EQUIPMENT	361.98
11/10/2025	AIA CORPORATION	UNIFORM ALLOWANCE - GLENDY WHITE SHIRTS	89.30
11/10/2025	AIA CORPORATION	UNIFORM ALLOWANCE - BOYLE	83.50
11/10/2025	AIA CORPORATION	UNIFORM ALLOWANCE - SCHILTZ EMS PANTS	60.75
11/10/2025	ALLEN DAN SEED COMPANY	SEEDING	276.00
11/10/2025	ALLENDER BUTZKE ENGINEERS INC	LINNAN PARK CONSTRUCTION ENGINEERING	827.36
11/10/2025	AMAZON CAPITAL SERVICES	OFFICE SUPPLIES	78.96
11/10/2025	AMAZON CAPITAL SERVICES	MISC SUPPLIES	199.48
11/10/2025	AMAZON CAPITAL SERVICES	YOUTH BASKETBALL EQUIPMENT	99.95
11/10/2025	AMAZON CAPITAL SERVICES	HARDWARE	45.15
11/10/2025	AMAZON CAPITAL SERVICES	OFFICE EQUIPMENT	49.99
11/10/2025	AMAZON CAPITAL SERVICES	OFFICE SUPPLIES	100.97
11/10/2025	AMAZON CAPITAL SERVICES	SUPPLIES	63.96
11/10/2025	AMAZON CAPITAL SERVICES	MISC SUPPLIES	108.20
11/10/2025	AMAZON CAPITAL SERVICES	FIRST AID CABINET	277.96
11/10/2025	AMAZON CAPITAL SERVICES	SUPPLIES	24.36
11/10/2025	AMAZON CAPITAL SERVICES	BUILDING SUPPLIES	515.96
11/10/2025	AMAZON CAPITAL SERVICES	FACE MASKS	21.35
11/10/2025	AMAZON CAPITAL SERVICES	FACE MASKS	21.35
11/10/2025	AMAZON CAPITAL SERVICES	FACE MASKS	21.35
11/10/2025	AMAZON CAPITAL SERVICES	FACE MASKS	21.35
11/10/2025	AMAZON CAPITAL SERVICES	MINOR EQUIPMENT	113.24
11/10/2025	AMAZON CAPITAL SERVICES	OFFICE SUPPLIES	100.97
11/10/2025	AMAZON CAPITAL SERVICES	YOUTH BB SUPPLIES	148.45
11/10/2025	AMAZON CAPITAL SERVICES	10 PACK MEMORY CARDS	36.09
11/10/2025	AMAZON CAPITAL SERVICES	MTL SUPPLIES	92.00
11/10/2025	AMAZON CAPITAL SERVICES	UNIFORM ALLOWANCE - POWELL BOOTS	154.95
11/10/2025	AMAZON CAPITAL SERVICES	MTL SUPPLIES	53.96
11/10/2025	AMAZON CAPITAL SERVICES	MTL SUPPLIES	57.80
11/10/2025	AMAZON CAPITAL SERVICES	SAFETY EQUIPMENT	56.39
11/10/2025	AMAZON CAPITAL SERVICES	SAFETY EQUIPMENT	56.39
11/10/2025	AMAZON CAPITAL SERVICES	SAFETY EQUIPMENT	56.39
11/10/2025	AMAZON CAPITAL SERVICES	SAFETY EQUIPMENT	56.40
11/10/2025	AMAZON CAPITAL SERVICES	78TH ST PARK SEED FILLER	107.75
11/10/2025	AMAZON CAPITAL SERVICES	PARTS	100.54
11/10/2025	AMAZON CAPITAL SERVICES	BUILDING MAINT	122.36
11/10/2025	AMAZON CAPITAL SERVICES	BUILDING MAINT	122.36
11/10/2025	AMAZON CAPITAL SERVICES	BUILDING MAINT	122.36
11/10/2025	AMAZON CAPITAL SERVICES	BUILDING MAINT	122.34
11/10/2025	AMAZON CAPITAL SERVICES	HARDWARE	249.00
11/10/2025	AMAZON CAPITAL SERVICES	VEHICLE MAINT	33.99
11/10/2025	AMAZON CAPITAL SERVICES	VEHICLE MAINT	33.99
11/10/2025	AMAZON CAPITAL SERVICES	BUILDING REPAIR	16.49
11/10/2025	AMAZON CAPITAL SERVICES	DUPLICATE KEYS	13.24
11/10/2025	AMAZON CAPITAL SERVICES	EQUIPMENT MAINT	26.98
11/10/2025	AMAZON CAPITAL SERVICES	GLOVES AND WEATHER COVER	48.07
11/10/2025	AMERICAN GRAPHICS & INSTALLATIONS	PRINTING - NAMEPLATE	24.30
11/10/2025	ARNOLD MOTOR SUPPLY	CREDIT	15.09-
11/10/2025	ARNOLD MOTOR SUPPLY	EQUIPMENT MAINT	9.55
11/10/2025	ARNOLD MOTOR SUPPLY	#787 AIR FILTER	93.31
11/10/2025	ARNOLD MOTOR SUPPLY	#736 BRAKE PADS	47.95
11/10/2025	ARNOLD MOTOR SUPPLY	#785 AIR FILTER	163.54

Date Paid	Vendor Name	Description	Amount Paid
11/10/2025	ARNOLD MOTOR SUPPLY	SHOP SUPPLIES	6.39
11/10/2025	ARNOLD MOTOR SUPPLY	VEHICLE MAINT	23.36
11/10/2025	ARNOLD MOTOR SUPPLY	FILTERS	130.76
11/10/2025	ARNOLD MOTOR SUPPLY	FILTER	18.26
11/10/2025	ASCENDANCE TRUCKS MIDWEST, LLC	#720 REPAIR	748.49
11/10/2025	AT & T MOBILITY	PATROL CELL PHONES	640.74
11/10/2025	AT & T MOBILITY	EMS CELL PHONES	176.24
11/10/2025	BAKER GROUP	HVAC EVAPORATOR COIL CLEANING	1,332.97
11/10/2025	BAKER GROUP	RTU # 2 HEAT EXCHANGER REPLACEMENT	4,640.00
11/10/2025	BAX SALES INC	BOLTS	15.00
11/10/2025	BAX SALES INC	TRAFFIC SUPPLIES	35.91
11/10/2025	BEFORE AND AFTER THE BIRTH LLC	MISC CONTRACT WORK-CHILDREN	280.00
11/10/2025	BENTLEY RIDGE TREE FARM	TREES	1,173.00
11/10/2025	BENTLEY RIDGE TREE FARM	TREES	209.00
11/10/2025	BOOT BARN INC	BOOTS PARDEKOOOPER	118.99
10/23/2025	BOULDER CONTRACTING LLC	NW 114TH BRIDGE REPAIR PAY REQ 4	91,828.71
11/10/2025	BOUND TREE MEDICAL LLC	EMS MEDICAL SUPPLIES	278.68
11/10/2025	BOUND TREE MEDICAL LLC	EMS MEDICAL SUPPLIES	8.32
11/10/2025	BULLZEYE INC	CONTRACT JANITORIAL SERVICE	2,445.75
11/10/2025	BULLZEYE INC	CONTRACT JANITORIAL SERVICE	659.17
11/10/2025	BULLZEYE INC	CONTRACT JANITORIAL SERVICE	1,441.08
11/10/2025	BULLZEYE INC	CONTRACT JANITORIAL SERVICE	10,373.00
11/10/2025	BURKHEAD ELECTRIC	REFUND PERMIT	115.00
10/23/2025	CALHOUN-BURNS & ASSOCIATES	2025 BRIDGE MAINT PAY REQ 8	898.00
11/10/2025	CDW GOVERNMENT INC	SOFTWARE SUBSCRIPTION	9,563.90
11/10/2025	CENTRAL IOWA OFFICIALS LLC	YOUTH BB OFFICIALS FINAL PAY - FALL 2025	16,240.00
11/10/2025	CENTRAL IOWA READY MIX	CONCRETE	3,274.50
11/10/2025	CHIROPRACTIC IN MOTION	411 MED CLAIM	180.00
11/10/2025	CINTAS CORPORATION #22M	PARKS LAUNDRY & UNIFORM SERVICE	514.46
11/10/2025	CINTAS CORPORATION #22M	PARKS LAUNDRY & UNIFORM SERVICE	514.46
11/10/2025	CINTAS CORPORATION #22M	PARKS LAUNDRY & UNIFORM SERVICE	514.46
11/10/2025	CITY OF URBANDALE	SALT STORAGE	1,920.00
11/10/2025	CITY OF URBANDALE	U322 OIL CHANGE, PIERCE ENGINE BATTERY REPLACEMENT	576.86
11/10/2025	CITY OF URBANDALE	C302 OIL CHANGE	90.84
11/10/2025	CITY OF WEST DES MOINES	TRAFFIC LIGHTS	1,733.46
11/10/2025	CITY OF WEST DES MOINES	STATION 22	308,894.82
10/31/2025	CLIVE COMMUNITY SERVICES	CURRENT PAY WITHHOLDING CLIVE COMM SERVICES Pay Period: 10/25/20	37.20
11/10/2025	CLIVE POWER EQUIPMENT	EQUIPMENT REPAIR	317.72
10/31/2025	COLLECTION SERVICES CENTER	CURRENT PAY WITHHOLDING CHILD SUPPORT Pay Period: 10/25/2025	1,775.96
11/10/2025	CONSOLIDATED COMMUNICATIONS	PHONE SERVICE	1,157.85
11/10/2025	CORE & MAIN LP	VALVE KEY	182.78
11/10/2025	CORE & MAIN LP	VALVE BOX RISERS	450.00
11/10/2025	CORELL CONTRACTOR INC	#717 PAINT	9,500.00
11/10/2025	CORVEL-CORPORATE	411 CASE MANAGEMENT	800.75
11/10/2025	CORVEL-CORPORATE	411 CASE MANAGEMENT	446.50
11/10/2025	CUSTOM ELECTRICAL SERVICES	REFUND PERMIT	115.00
11/10/2025	DAVID FINN	REFUND FOR OVERPAYMENT	745.49
11/10/2025	DCI GROUP	GREEBELT LANDING CONSTRUCTION DIRT WORK	53,039.14
11/10/2025	DCI GROUP	GREEBELT LANDING CONSTRUCTION DIRT WORK	51,909.44
11/10/2025	DECKER SPORTING GOODS	YOUTH BB EQUIPMENT	365.00
11/10/2025	DELL MARKETING LP	MISC HARDWARE	119.97
11/10/2025	DENIS OMAR MEDINA	REFUND DEPOSIT	60.27
11/10/2025	DENISE FORNEY	MISC CONTRACT WORK-CHILDREN	150.00
11/10/2025	DEPT OF INSPECTIONS, APPEALS, LICENSING	BOILER INSPECTIONS	21.52
11/10/2025	DEPT OF INSPECTIONS, APPEALS, LICENSING	BOILER INSPECTIONS	5.80
11/10/2025	DEPT OF INSPECTIONS, APPEALS, LICENSING	BOILER INSPECTIONS	12.68
11/10/2025	DES MOINES IRON & SUPPLY	#721 EQUIPMENT MAINT	48.53
11/10/2025	DES MOINES IRON & SUPPLY	STORM SUPPLIES	86.00

Date Paid	Vendor Name	Description	Amount Paid
11/10/2025	DES MOINES WATER WORKS	WATER PURCHASE OCT/NOV 25	181,267.67
11/10/2025	DH PACE COMPANY	GARAGE DOOR REPAIRS	452.20
11/10/2025	DMF GARDENS	GREENBELT LANDING TREES & SHRUBS	41,650.00
11/10/2025	DOOSAN BOBCAT NORTH AMERICA, INC	SOIL CONDITIONER ATTACHMENT	7,291.25
11/10/2025	EARL'S TIRE & SERVICE CENTER	VEHICLE MAINT	86.95
10/31/2025	EFTPS	FWT/FICA/MEDICARE CURRENT PAY FEDERAL WITHHOLDING TAX Pay Peri	55,412.54
10/31/2025	EFTPS	FWT/FICA/MEDICARE CURRENT PAY SOCIAL SECURITY Pay Period: 10/25/2	33,210.60
10/31/2025	EFTPS	FWT/FICA/MEDICARE CURRENT PAY SOCIAL SECURITY Pay Period: 10/25/2	33,210.60
10/31/2025	EFTPS	FWT/FICA/MEDICARE CURRENT PAY MEDICARE Pay Period: 10/25/2025	7,907.39
10/31/2025	EFTPS	FWT/FICA/MEDICARE CURRENT PAY MEDICARE Pay Period: 10/25/2025	7,907.39
10/29/2025	EMERALD ISLE LAND, LLC	SHERIDAN AVE EXTENSION REIMB	175,282.89
11/10/2025	EPIC IO TECHNOLOGIES	PHONE LINES	155.35
11/10/2025	FABIAN RUIZ	PROFESSIONAL FEE - INTERPRETER	70.00
11/10/2025	FABIAN RUIZ	PROFESSIONAL FEE - INTERPRETER	70.00
11/10/2025	FABIAN RUIZ	PROFESSIONAL FEES - INTERPRETER	70.00
11/10/2025	FASTENAL COMPANY	STAINLESS BOLTS LAP POOL FILTER REPAIR	367.41
11/10/2025	FASTSIGNS	STICKERS	46.65
11/10/2025	FASTSIGNS	VEHICLE OPERATIONS	160.00
11/10/2025	FASTSIGNS	NEW PT HIRE NAME TAGS FOR HELMET AND LOCKERS	75.32
11/10/2025	FIRST RESPONDER SUPPLY, LLC	NEW OFFICERS UNIFORM ALLOW - J. ALLEN	514.82
11/10/2025	FIRST RESPONDER SUPPLY, LLC	UNIFORM ALLOW - K. RECCHIA	325.00
11/10/2025	FIRST RESPONDER SUPPLY, LLC	UNIFORM ALLOW - A. MCGILVRA	667.08
11/10/2025	FIRST RESPONDER SUPPLY, LLC	NEW OFFICERS UNIFORM - J. ALLEN	160.18
11/10/2025	FREEDOM FIRST AID & SAFETY LLC	VEHICLE OPERATIONS	764.79
11/10/2025	FREEDOM FIRST AID & SAFETY LLC	FIRST AID SUPPLIES	274.10
11/10/2025	FREEDOM TIRE & AUTO	#702 PARTS	744.12
11/10/2025	GALLS LLC	UNIFORM ALLOW - A. FAULKNER	208.21
11/10/2025	GALLS LLC	NEW OFFICER'S UNIFORM - J. ALLEN	176.82
11/10/2025	GALLS LLC	NEW OFFICER'S UNIFORM - J. ALLEN	136.48
11/10/2025	GOVERNMENTJOBS.COM, INC	NEOGOV - ONBOARD	5,943.85
11/10/2025	GREATER DALLAS CO DEV ALLIANCE	MEMBERSHIP	18,917.50
11/10/2025	GTR DM CONVENTION & VISITORS B	HOTEL MOTEL OCT 25	24,181.55
11/10/2025	HOME PEST CARE	CAMPBELL CONCESSIONS	119.00
10/23/2025	HOWREY CONSTRUCTION	LITTLE WALNUT CREEK PAY REQ 4	30,555.00
10/23/2025	I-80 CONCRETE DESIGN	SIDEWALK SAFETY PROGRAM PAY REQ 1	14,599.60
10/31/2025	ICMA	LOAN REPAYMENT LOAN REPAYMENT Pay Period: 10/25/2025	734.20
10/31/2025	ICMA RETIREMENT CORP.#457	CURRENT PAY WITHHOLDING ICMA CITY OUT DEF COMP - Pay Period: 10/2	7,509.39
10/31/2025	ICMA RETIREMENT CORP.#457	CURRENT PAY WITHHOLDING ICMA -DEF COMP Pay Period: 10/25/2025	13,036.43
10/31/2025	ICMA RETIREMENT CORP.#457	CURRENT PAY WITHHOLDING ICMA ROTH DEF COMP Pay Period: 10/25/202	10,614.36
11/10/2025	IMAGE SOLUTIONS	LOGOED APPAREL CMO	217.25
11/10/2025	IMAGE SOLUTIONS	LOGOED APPAREL PW	433.50
11/10/2025	IMAGE SOLUTIONS	LOGOED APPAREL PZ	104.00
11/10/2025	IMAGE SOLUTIONS	LOGOED APPAREL PKS	125.00
11/10/2025	IMAGE SOLUTIONS	LOGOED APPAREL CH	118.00
11/10/2025	IMAGE SOLUTIONS	LOGOED APPARELFD	96.00
11/10/2025	IMWCA	WC INSTALL #5	10,819.00
11/10/2025	INFOMAX OFFICE SYSTEMS INC	PLOTTER REPAIR	774.10
11/10/2025	INFOMAX OFFICE SYSTEMS INC	PLOTTER INK	104.28
11/10/2025	INFOMAX OFFICE SYSTEMS INC	COPIER MAINT	1,040.74
11/10/2025	INGRAM LIBRARY SERVICES	ADULT BOOKS	11.65
11/10/2025	INGRAM LIBRARY SERVICES	BOOKS-CHILDREN	24.97
11/10/2025	INGRAM LIBRARY SERVICES	BOOKS-HARBACH-CHILDREN	5.24
11/10/2025	INGRAM LIBRARY SERVICES	BOOKS-CHILDREN	22.05
11/10/2025	INGRAM LIBRARY SERVICES	BOOKS-CHILDREN	43.86
11/10/2025	INGRAM LIBRARY SERVICES	BOOKS-CHILDREN	10.42
11/10/2025	INGRAM LIBRARY SERVICES	BOOKS-CHILDREN	52.41
11/10/2025	INGRAM LIBRARY SERVICES	BOOKS-YOUNG ADULT	8.24
11/10/2025	INGRAM LIBRARY SERVICES	BOOKS-CHILDREN	11.33

Date Paid	Vendor Name	Description	Amount Paid
11/10/2025	INGRAM LIBRARY SERVICES	BOOKS-CHILDREN	21.32
11/10/2025	INGRAM LIBRARY SERVICES	BOOKS-HARBACH-CHILDREN	10.49
11/10/2025	INGRAM LIBRARY SERVICES	BOOKS-CHILDREN	5.99
11/10/2025	INGRAM LIBRARY SERVICES	BOOKS-CHILDREN	28.90
11/10/2025	INGRAM LIBRARY SERVICES	ADULT BOOKS	20.34
11/10/2025	INGRAM LIBRARY SERVICES	ADULT BOOKS	10.89
11/10/2025	INGRAM LIBRARY SERVICES	BOOKS-CHILDREN	9.91
11/10/2025	INGRAM LIBRARY SERVICES	BOOKS-CHILDREN	102.74
11/10/2025	INGRAM LIBRARY SERVICES	BOOKS-CHILDREN	13.56
11/10/2025	INGRAM LIBRARY SERVICES	BOOKS-CHILDREN	11.69
11/10/2025	INGRAM LIBRARY SERVICES	BOOKS-CHILDREN	10.46
11/10/2025	INGRAM LIBRARY SERVICES	ADULT BOOKS	194.96
11/10/2025	INGRAM LIBRARY SERVICES	ADULT BOOKS	34.26
11/10/2025	INGRAM LIBRARY SERVICES	ADULT BOOKS	57.34
11/10/2025	INGRAM LIBRARY SERVICES	BOOKS-CHILDREN	10.43
11/10/2025	INGRAM LIBRARY SERVICES	BOOKS-CHILDREN	7.86
11/10/2025	INGRAM LIBRARY SERVICES	ADULT BOOKS	75.60
11/10/2025	INGRAM LIBRARY SERVICES	ADULT BOOKS	291.39
11/10/2025	INGRAM LIBRARY SERVICES	BOOKS-CHILDREN	12.87
11/10/2025	INGRAM LIBRARY SERVICES	BOOKS-CHILDREN	11.59
11/10/2025	INGRAM LIBRARY SERVICES	ADULT BOOKS	32.04
11/10/2025	INGRAM LIBRARY SERVICES	ADULT BOOKS	17.40
11/10/2025	INGRAM LIBRARY SERVICES	ADULT BOOKS	173.77
11/10/2025	INGRAM LIBRARY SERVICES	ADULT BOOKS-HARBACH	53.30
11/10/2025	INGRAM LIBRARY SERVICES	ADULT BOOKS	32.65
11/10/2025	INGRAM LIBRARY SERVICES	ADULT BOOKS	119.65
11/10/2025	INGRAM LIBRARY SERVICES	BOOKS-CHILDREN	15.07
11/10/2025	INGRAM LIBRARY SERVICES	ADULT BOOKS	17.53
11/10/2025	INGRAM LIBRARY SERVICES	ADULT BOOKS	14.64
11/10/2025	INGRAM LIBRARY SERVICES	BOOKS-CHILDREN	25.46
11/10/2025	INGRAM LIBRARY SERVICES	BOOKS-CHILDREN	9.03
11/10/2025	INGRAM LIBRARY SERVICES	BOOKS-CHILDREN	9.36
11/10/2025	INGRAM LIBRARY SERVICES	BOOKS-CHILDREN	10.90
11/10/2025	INGRAM LIBRARY SERVICES	BOOKS-YOUNG ADULT	22.98
11/10/2025	INGRAM LIBRARY SERVICES	BOOKS-CHILDREN	6.04
11/10/2025	INGRAM LIBRARY SERVICES	ADULT BOOKS	50.16
11/10/2025	INGRAM LIBRARY SERVICES	ADULT BOOKS	13.89
11/10/2025	INGRAM LIBRARY SERVICES	ADULT BOOKS	31.98
11/10/2025	INGRAM LIBRARY SERVICES	ADULT BOOKS	23.61
11/10/2025	INGRAM LIBRARY SERVICES	BOOKS-CHILDREN	24.48
11/10/2025	INGRAM LIBRARY SERVICES	BOOKS-HARBACH-CHILDREN	11.99
11/10/2025	INGRAM LIBRARY SERVICES	BOOKS-CHILDREN	11.05
11/10/2025	INGRAM LIBRARY SERVICES	BOOKS-CHILDREN	5.26
11/10/2025	INGRAM LIBRARY SERVICES	ADULT BOOKS	57.67
11/10/2025	INGRAM LIBRARY SERVICES	ADULT BOOKS	83.19
11/10/2025	INGRAM LIBRARY SERVICES	ADULT BOOKS	81.18
11/10/2025	INGRAM LIBRARY SERVICES	ADULT BOOKS	19.06
11/10/2025	INGRAM LIBRARY SERVICES	ADULT BOOKS-HARBACH	51.75
11/10/2025	INGRAM LIBRARY SERVICES	BOOKS-CHILDREN	9.04
11/10/2025	INGRAM LIBRARY SERVICES	ADULT BOOKS	35.75
11/10/2025	INGRAM LIBRARY SERVICES	ADULT BOOKS	58.01
11/10/2025	INGRAM LIBRARY SERVICES	ADULT BOOKS	18.50
11/10/2025	INGRAM LIBRARY SERVICES	ADULT BOOKS-HARBACH	18.49
11/10/2025	INGRAM LIBRARY SERVICES	ADULT BOOKS	16.14
11/10/2025	INGRAM LIBRARY SERVICES	ADULT BOOKS	299.78
11/10/2025	INGRAM LIBRARY SERVICES	ADULT BOOKS	328.61
11/10/2025	INGRAM LIBRARY SERVICES	ADULT BOOKS	30.19
11/10/2025	INGRAM LIBRARY SERVICES	ADULT BOOKS	51.55

Date Paid	Vendor Name	Description	Amount Paid
11/10/2025	INGRAM LIBRARY SERVICES	ADULT BOOKS	70.05
11/10/2025	INGRAM LIBRARY SERVICES	ADULT BOOKS-HARBACH	132.65
11/10/2025	INTERSTATE ALL BATTERY CENTER	REPLACEMENT BATTERIES FOR NW 114TH BATTERY BACKUP	466.60
11/10/2025	INTERSTATE ALL BATTERY CENTER	REPLACEMENT BATTERY FOR VALVE TURNER	73.00
11/10/2025	INTERSTATE ALL BATTERY CENTER	BATTERY FOR SHORING PUMP	156.25
11/10/2025	IOWA CODIFICATION INC	CODE UPDATE	210.00
11/10/2025	IOWA CONCRETE LEVELING	CONCRETE SERVICES	450.00
11/10/2025	IOWA CONCRETE LEVELING	CONCRETE SERVICES	3,150.00
11/10/2025	IOWA CONCRETE LEVELING	CONCRETE SERVICES	350.00
11/10/2025	IOWA DOT	POSTS FOR SIGNS	155.19
10/23/2025	IOWA EARTH WORKS	LITTLE WALNUT CREEK PAY REQ 10	13,359.38
11/10/2025	IOWA ONE CALL	LOCATES	269.30
11/10/2025	IOWA ONE CALL	LOCATES	269.30
11/10/2025	IOWA PRISON INDUSTRIES	REPLACEMENT SIGNS	194.70
11/10/2025	IOWA PRISON INDUSTRIES	SIGNS	168.20
10/23/2025	IOWA SIGNAL INC.	DOUGLAS/BERKSHIRE TRAFFIC PRJCT PAY REQ 4	1,127.63
11/10/2025	IOWA SIGNAL INC.	LIGHTING REPAIR ON WESTGATE	1,910.00
11/10/2025	IOWA-DES MOINES SUPPLY INC	BUILDING MAINT	293.09
11/10/2025	IOWA-DES MOINES SUPPLY INC	BUILDING MAINT	101.94
10/31/2025	IPERS	CURRENT PAY IPERS WITHHOLDING IPERS RETIREMENT -FIRE Pay Period:	8,164.96
10/31/2025	IPERS	CURRENT PAY IPERS WITHHOLDING IPERS-REGULAR MEMBERS Pay Perio	21,006.49
10/31/2025	IPERS	CURRENT PAY IPERS WITHHOLDING IPERS-REGULAR MEMBERS Pay Perio	31,526.27
10/31/2025	IPERS	CURRENT PAY IPERS WITHHOLDING IPERS RETIREMENT -FIRE Pay Period:	5,631.46
10/23/2025	JARVIS ART STUDIO INC	HARBACH CTR MURAL PAY REQ 2	10,000.00
11/10/2025	JENNA SCHISSEL THERAPY LLC	MISC CONTRACT WORK-ADULT	140.00
11/10/2025	JOEL & KAREN SISSEL	REFUND OVERPAYMENT	15.86
11/10/2025	LOGAN CONTRACTORS SUPPLY	CONCRETE	3,990.00
11/10/2025	LOGAN CONTRACTORS SUPPLY	REBAR FOR INTAKES	400.80
11/10/2025	LOGAN CONTRACTORS SUPPLY	REBAR FOR INTAKES	634.60
11/10/2025	LOGAN CONTRACTORS SUPPLY	CREDIT SUPPLIES	400.80-
11/10/2025	LOGAN CONTRACTORS SUPPLY	CONCRETE	3,990.00
11/10/2025	LYLE SUMEK ASSOCIATES INC	STRATEGIC PLANNING CONSULT SERVICES - AUGUST 2025 WORKSHOPS	22,096.19
11/10/2025	LYLE SUMEK ASSOCIATES INC	STRATEGIC PLANNING CONSULT SERVICES - SEPTEMBER 2025 WORKSHO	11,968.67
11/10/2025	LYNN DIXON	REFUND OVERPAYMENT	54.40
11/10/2025	MACQUEEN EQUIPMENT	SWEEPER BROOMS	984.36
11/10/2025	MACQUEEN EQUIPMENT	SWEEPER BROOMS	416.35
11/10/2025	MACQUEEN EQUIPMENT	PROTECTIVE EQUIPMENT	906.96
11/10/2025	MAHON TRUCKING LLC	STREAMBANK REPAIR	487.50
11/10/2025	MAIL SERVICES	POSTAGE	187.57
11/10/2025	MAIL SERVICES	STORM WATER BILLING	67.45
11/10/2025	MATHESON TRI-GAS INC	MISC SUPPLIES	18.80
11/10/2025	MATHESON TRI-GAS INC	WELDING SUPPLIES	331.95
11/10/2025	MEDIACOM	LIBRARY INTERNET	19.95
11/10/2025	MEDIACOM	LIBRARY INTERNET	304.90
11/10/2025	MENARDS	PARTS	58.40
11/10/2025	MENARDS	SHELVING SUPPLIES	17.15
11/10/2025	MENARDS	FENCE REPAIR	72.90
11/10/2025	MENARDS	FENCE REPAIRS	106.14
11/10/2025	MENARDS	COUNCIL CHAMBERS COAT RACK SUPPLIES	33.96
11/10/2025	MENARDS	FENCE REPAIRS	418.87
11/10/2025	MENARDS	COUNCIL CHAMBERS COAT RACK SUPPLIES	12.78
11/10/2025	MENARDS	FLOOR MAT	15.99
11/10/2025	MENARDS	SIGN INSTALLATION SUPPLIES	95.10
11/10/2025	MENARDS	BUILDING MAINT	30.90
11/10/2025	MENARDS	BUILDING MAINT	25.98
11/10/2025	MENARDS	BUILDING MAINT	40.73
11/10/2025	MENARDS	LAP POOL FILTER PARTS	100.76
11/10/2025	MENARDS	LOCKER PREP SUPPLIES	53.64

Date Paid	Vendor Name	Description	Amount Paid
11/10/2025	MENARDS	TRAFFIC SUPPLIES	96.33
11/10/2025	MENARDS	EXTERIOR DOOR REPAIRS	26.93
11/10/2025	MENARDS	LAP POOL FILTER PARTS	127.33
11/10/2025	MENARDS	STRAPS	27.78
11/10/2025	MENARDS	BUILDING MAINT	32.47
11/10/2025	MENARDS	BUILDING MAINT	27.32
11/10/2025	MENARDS	BUILDING MAINT	27.32
11/10/2025	MENARDS	BUILDING MAINT	27.32
11/10/2025	MENARDS	BUILDING MAINT	27.33
11/10/2025	MENARDS	SUPPLIES	83.09
11/10/2025	MENARDS	JET TRUCK SUPPLIES	20.96
11/10/2025	MENARDS	LAUNDRY SUPPLIES	69.40
11/10/2025	MENARDS	WATER SUPPLIES	11.96
11/10/2025	MENARDS	SUPPLIES	15.96
11/10/2025	MERCYONE HEALTH & FITNESS CENTER	WELLNESS COACHING	120.00
11/10/2025	MERCYONE OCCUPATIONAL HEALTH	PHYSICALS & DRUG SCREENS	4,017.00
11/10/2025	METRO WASTE AUTHORITY	SWEEPINGS	177.66
11/10/2025	METRO WASTE AUTHORITY	SWEEPINGS	138.18
11/10/2025	METRO WASTE AUTHORITY	SWEEPINGS	110.04
11/10/2025	METRO WASTE AUTHORITY	COMPOST STICKERS	13,568.00
11/10/2025	METRO WASTE AUTHORITY	YARD WASTE STICKERS	450.00
11/10/2025	METRO WASTE AUTHORITY	MONTHLY CURB IT-AUG 2025	28,248.32
11/10/2025	METRO WASTE AUTHORITY	LARGE WASTE STICKERS	1,200.00
11/10/2025	METRO WASTE AUTHORITY	CURB IT - OCT 25	28,327.20
11/10/2025	METRO WASTE AUTHORITY	SOLID WASTE OCT 25	72,565.60
11/10/2025	MIDAMERICA BOOKS	CHILDREN - BOOKS	485.10
11/10/2025	MIDAMERICA BOOKS	CHILDREN - BOOKS	536.90
11/10/2025	MIDAMERICAN ENERGY DAV	ELEC/GAS SERVICE PARKS	375.45
11/10/2025	MIDAMERICAN ENERGY DAV	ELEC/GAS SERVICE PARKS	565.87
11/10/2025	MIDAMERICAN ENERGY DAV	STREET LIGHTS	16,107.11
11/10/2025	MIDAMERICAN ENERGY DAV	WATER FACILITIES	353.36
11/10/2025	MIDAMERICAN ENERGY DAV	TRAFFIC LIGHTS	575.15
11/10/2025	MIDAMERICAN ENERGY DAV	ELECTRIC & GAS SERVICE CITY HALL	1,173.24
11/10/2025	MIDAMERICAN ENERGY DAV	PW BUILDING	940.59
11/10/2025	MIDAMERICAN ENERGY DAV	ELEC/GAS SERVICE PARKS	20.76
11/10/2025	MIDAMERICAN ENERGY DAV	ELEC/GAS SERVICE PARKS	18.79
11/10/2025	MIDAMERICAN ENERGY DAV	TRAFFIC LIGHTS	56.58
11/10/2025	MIDAMERICAN ENERGY DAV	STREET LIGHTS	56.52
11/10/2025	MIDAMERICAN ENERGY DAV	ELEC/GAS SERVICE CPSC	1,714.45
11/10/2025	MIDAMERICAN ENERGY DAV	ELEC/GAS SERVICE CPSC	462.07
11/10/2025	MIDAMERICAN ENERGY DAV	ELEC/GAS SERVICE CPSC	1,010.18
11/10/2025	MIDAMERICAN ENERGY DAV	ELEC/GAS SERVICE PARKS	12.21
11/10/2025	MIDAMERICAN ENERGY DAV	ELEC/GAS SERVICE PARKS	238.46
11/10/2025	MIDAMERICAN ENERGY DAV	ELEC/GAS SERVICE PARKS	10.17
11/10/2025	MIDAMERICAN ENERGY DAV	ELEC/GAS SERVICE PARKS	10.00
11/10/2025	MIDAMERICAN ENERGY DAV	TRAFFIC LIGHTS	88.01
11/10/2025	MIDAMERICAN ENERGY DAV	ELEC/GAS SERVICE PARKS	10.00
11/10/2025	MIDAMERICAN ENERGY DAV	STREET LIGHTS	28.56
11/10/2025	MIDAMERICAN ENERGY DAV	WATER FACILITIES	14.08
11/10/2025	MIDAMERICAN ENERGY DAV	ELECTRIC & GAS SERVICE HARBACH	1,523.02
11/10/2025	MIDAMERICAN ENERGY DAV	ELEC/GAS SERVICE PARKS	183.25
11/10/2025	MTI DISTRIBUTING INC	EQUIPMENT REPAIR	25.14
11/10/2025	MTI DISTRIBUTING INC	EQUIPMENT REPAIR	133.30
10/31/2025	MUNICIPAL FIRE & POLICE	CURRENT PAY WITHHOLDING MUNICIPAL FIRE & POLICE RETIRE Pay Perio	23,659.43
10/31/2025	MUNICIPAL FIRE & POLICE	CURRENT PAY WITHHOLDING MUNICIPAL FIRE & POLICE RETIRE Pay Perio	10,148.74
11/10/2025	MUNICIPAL SUPPLY INC	METERS	7,988.00
11/10/2025	NAPA DISTRIBUTION CENTER	#742 PARTS	43.40
11/10/2025	NAPA DISTRIBUTION CENTER	GLAD HAND PLUG	122.48

Date Paid	Vendor Name	Description	Amount Paid
11/10/2025	NAPA DISTRIBUTION CENTER	EQUIPMENT	22.52
11/10/2025	NETWORKS	PROFESSIONAL FEES	450.00
11/10/2025	NETWORKS	HOSTED EMAIL	1,422.15
11/10/2025	NETWORKS	PROFESSIONAL FEES	975.00
11/10/2025	NETWORKS	HOSTED BACKUP	550.92
11/10/2025	NETWORKS	SOFTWARE SUBSCR	7.70
11/10/2025	NETWORKS	HOSTED BACKUP	5,021.24
11/10/2025	NYEMASTER-GOODE	PROSECUTIONS	2,574.00
11/10/2025	NYEMASTER-GOODE	CITY COUNCIL	850.00
11/10/2025	NYEMASTER-GOODE	LEGAL GENERAL	8,823.00
11/10/2025	NYEMASTER-GOODE	LEGAL HR	550.00
11/10/2025	NYEMASTER-GOODE	LEGAL	250.00
11/10/2025	NYEMASTER-GOODE	LEGAL	50.00
11/10/2025	NYEMASTER-GOODE	LEGAL	1,150.00
11/10/2025	ONE SOURCE	BACKGROUND CHECKS	153.00
11/10/2025	ONE SOURCE	BACKGROUND CHECKS	135.00
11/10/2025	OPN ARCHITECTS INC	PAY REQ 19 - CH REMODEL DESIGN OPN	11,638.29
11/10/2025	PARKING LOT SPECIALTIES	ASPHALT TRAIL MILLING & OVERLAY	18,500.00
11/10/2025	PARKING LOT SPECIALTIES	ASPHALT TRAIL MILLING & OVERLAY	23,000.00
11/10/2025	PAYPAL INC VPS	DATA PROCESSING-ECOMMERCE	216.40
11/10/2025	PHIL DICKEY	FALL MARTIAL ARTS INSTRUCTION	720.00
11/10/2025	PLAYAWAY PRODUCTS LLC	YOUTH MEDIA	277.60
11/10/2025	PLUMB SUPPLY	LAP POOL FILTER PARTS	17.05
11/10/2025	POLK COUNTY ATTORNEYS OFFICE	POLICE FORFEITURE	201.00
11/10/2025	PRODIGY CARE SERVICES	411 RX	793.32
11/10/2025	PRODIGY CARE SERVICES	411 RX	758.16
11/10/2025	PRODIGY CARE SERVICES	411 RX	1,511.43
11/10/2025	PRODIGY CARE SERVICES	411 RX	10,005.48
11/10/2025	PROSECUTING ATTY TRAINING COOR	POLICE FORFEITURE	134.00
10/23/2025	RES GREAT LAKES, LLC	LITTLE WALNUT CREEK PAY REQ 1	17,212.52
11/10/2025	RINGCENTRAL INC	HOSTED VOICE	2,694.19
11/10/2025	RORY DEOL	SWAP REIMBURSEMENT	4,000.00
11/10/2025	SARA & ERIC UNDERBERG	REFUND DEPOSIT	21.94
11/10/2025	SCHAAL PLUMBING HEATING & COOLING	REFUND PERMIT	115.00
11/10/2025	SECURITY EQUIPMENT INC	BUILD MAINT	17.90
11/10/2025	SECURITY EQUIPMENT INC	CAM LOCK REPLACEMENT	17.90
11/10/2025	SHERWIN WILLIAMS #703528	BUILDING MAINT	67.77
11/10/2025	SHERWIN WILLIAMS #703528	BUILDING MAINT	4.43-
11/10/2025	SHERWIN WILLIAMS #703528	LOCKER PAINT	63.34
11/10/2025	SHREDDER, THE	DOCUMENT DESTRUCTION	72.00
11/10/2025	SILVERSTAR CAR WASH	CAR WASHES - PW	80.00
11/10/2025	SILVERSTAR CAR WASH	CAR WASHES - PARKS	40.00
11/10/2025	SILVERSTAR CAR WASH	CAR WASHES - REC	50.00
11/10/2025	SILVERSTAR CAR WASH	CAR WASHES - PW	40.00
11/10/2025	SIRCHIE ACQUISITION COMPANY	EQUIPMENT	132.53
11/10/2025	SIRCHIE ACQUISITION COMPANY	EQUIPMENT	64.90
11/10/2025	SMITHGROUP, INC	GREENBELT LANDING DESIGN WORK	9,610.80
10/23/2025	SNYDER & ASSOCIATES	ALICE RD RECON PAY REQ 18	295,705.40
11/10/2025	STAPLES	OFFICE SUPPLIES	26.31
11/10/2025	STAPLES	BATTERIES FOR SHOP	38.37
11/10/2025	STAPLES	BREAKROOM SUPPLIES	32.39
11/10/2025	STAPLES	SHOP SUPPLIES	77.78
11/10/2025	STAPLES	OFFICE SUPPLIES	227.21
11/10/2025	STEW HANSEN	VEHICLE REPAIR - #210 (224)	570.31
11/10/2025	STONE CROSS LAWN AND LANDSCAPE LLC	CONTRACT MOWING	19,000.00
11/10/2025	STONE CROSS LAWN AND LANDSCAPE LLC	CONTRACT MOWING	8,296.00
11/10/2025	SUPERIOR PEST CONTROL	PEST CONTROL	177.54
11/10/2025	SUPERIOR PEST CONTROL	PEST CONTROL	47.85

Date Paid	Vendor Name	Description	Amount Paid
11/10/2025	SUPERIOR PEST CONTROL	PEST CONTROL	104.61
11/10/2025	SUPERIOR PEST CONTROL	PEST CONTROL	250.00
11/10/2025	SUPERIOR PEST CONTROL	PEST CONTROL	331.00
11/10/2025	SYMBOL ARTS	MINOR EQUIPMENT	375.00
11/10/2025	TERRACON CONSULTANTS INC	ASBESTOS CONSULT CH PHASE 2 PAY REQ 3	4,865.20
11/10/2025	TOMPKINS INDUSTRIES INC	EQUIPMENT REPAIR	272.52
10/31/2025	TREAS - STATE OF IA WH TAX	STATE WITHHOLDING STATE WITHHOLDING TAX Pay Period: 10/25/2025	25,261.00
11/10/2025	TRUCK EQUIPMENT INC	#724 PARTS	1,597.62
11/10/2025	TRUCK EQUIPMENT INC	EQUIPMENT REPAIR	49.50
11/10/2025	ULINE	SHELVING	216.66
11/10/2025	ULINE	SHELVING	216.66
11/10/2025	ULINE	SHELVING	216.65
11/10/2025	ULINE	SHELVING	216.65
10/31/2025	UNITED WAY	CURRENT PAY WITHHOLDING UNITED WAY Pay Period: 10/25/2025	40.46
11/10/2025	VEENSTRA & KIMM INC	SURVEYING LINNAN PARK	18,921.36
11/10/2025	VEENSTRA & KIMM INC	SURVEYING LINNAN PARK	16,429.06
11/10/2025	VEENSTRA & KIMM INC	SURVEYING LINNAN PARK	4,198.99
11/10/2025	VEENSTRA & KIMM INC	SURVEYING LINNAN PARK	737.05
11/10/2025	VEENSTRA & KIMM INC	SURVEYING LINNAN PARK	3,449.59
11/10/2025	VEENSTRA & KIMM INC	SURVEYING LINNAN PARK	1,388.52
11/10/2025	VEENSTRA & KIMM INC	SURVEYING LINNAN PARK	797.54
11/10/2025	VENDNOVATION, LLC	REPAIRS TO EMS VENDING MACHING	972.39
11/10/2025	VERIZON	DATA PLANS	1,199.19
11/10/2025	VERIZON	IPADS	999.95
11/10/2025	VERIZON	CENSUS PHONES	893.00
11/10/2025	VERIZON	DCU CELL	125.12
11/10/2025	VERMEER SALES & SERVICE	EQUIPMENT REPAIRS	486.87
11/10/2025	VERMEER SALES & SERVICE	EQUIPMENT REPAIR	17.04
11/10/2025	VESTIS	UNIFORMS	103.51
11/10/2025	VESTIS	UNIFORMS	57.78
11/10/2025	VESTIS	UNIFORMS	57.78
11/10/2025	VESTIS	UNIFORMS	21.66
11/10/2025	VESTIS	UNIFORMS	103.51
11/10/2025	VESTIS	UNIFORMS	57.78
11/10/2025	VESTIS	UNIFORMS	57.78
11/10/2025	VESTIS	UNIFORMS	21.66
11/10/2025	VESTIS	UNIFORMS	103.51
11/10/2025	VESTIS	UNIFORMS	57.78
11/10/2025	VESTIS	UNIFORMS	57.78
11/10/2025	VESTIS	UNIFORMS	21.66
11/10/2025	VILLAS AT WOODLANDS CREEK LLC	REFUND DEPOSIT	50.00
11/10/2025	VILLAS AT WOODLANDS CREEK LLC	REFUND OVERPAYMENT	168.90
11/10/2025	VILLAS AT WOODLANDS CREEK LLC	REFUND- DEPOSIT	50.00
11/10/2025	VILLAS AT WOODLANDS CREEK LLC	REFUND OVERPAYMENT	96.17
11/10/2025	WALNUT CREEK BASEBALL	HOTEL/MOTEL - FY 26	3,171.60
11/10/2025	WEST DES MOINES SCHOOLS	CLIVE INDOOR VB GYM RENTAL	189.00
11/10/2025	WEST DES MOINES WATER WORKS	WATER FACILITIES	208.89
11/10/2025	WOLF CONSTRUCTION SERVICES	AQUATIC CENTER ROOFING	69,690.00
11/10/2025	XTREME TREE	TREE REMOVAL	1,190.00
11/10/2025	XTREME TREE	TREE REMOVAL	1,600.00
11/10/2025	ZIEGLER INC	GROUNDS MAINT & REPAIRS	472.37
11/10/2025	ZIMCO SUPPLY CO	PESTICIDE	197.85
11/10/2025	ZIMCO SUPPLY CO	SEED	587.50
11/10/2025	ZIMCO SUPPLY CO	FERTILIZER	1,652.50
Grand Totals:			2,301,251.67

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

Bill List Claims \$ 2,301,251.67
(10/21/2025 - 11/10/2025)

Payroll
(10/31/2025) 359,556.06

Total \$ 2,660,807.73

Of the total payrolls, \$1,371.79 are expense reimbursements.


Elizabeth Hansen, Director of Administrative Services

Date: 11/10/2025

Dated: _____

City Council:

Breanne Hocker _____

Eric Klein _____

Ted Weaver _____

Michael McCoy _____

Susan Judkins _____



Memo

TO: Mayor and Council members

FROM: Matthew Graham, City Clerk

DATE: November 13, 2025

RE: Approve Retail Alcohol Sales License Renewal Application - Crown Liquors - 7700 University Avenue, Suite A

SYNOPSIS:

Staff recommends approval.

Attachments:

1. Crown Liquors 10_23_2025



Memo

TO: Mayor and Council members

FROM: Richard Brown, Leisure Services Director

DATE: November 13, 2025

RE: Resolution Approving Contract Amendment with DCI Group for Construction Management of Greenbelt Landing Project - \$193,781.49

SYNOPSIS:

On August 14, 2024, the City entered into an agreement with DCI Group for construction manager services associated with the construction of the Greenbelt Landing project in the amount of \$737,295.90 including the 2.75% construction fee and an estimate of general conditions costs. At the time of the contract agreement, the project was expected to be completed by December 31, 2025. Delays have pushed the completion date to May 15, 2026.

As a result, the City needs to enter into a contract amendment with DCI Group to complete the project. Out of the original contract, there is \$126,516.03 remaining in general conditions and the total amount of general conditions costs expected to complete the project is estimated to be \$320,297.52, which results in a proposed contract amendment of \$193,781.49.

Staff recommends approval of the contract amendment with DCI Group.

Attachments:

1. Resolution - DCI Contract Amendment
2. Greenbelt - DCI Amendment #01
3. Greenbelt Landing - General Conditions - Amendment 01
4. Greenbelt Landing Updated Construction Schedule

RESOLUTION NO. _____

RESOLUTION APPROVING CONTRACT AMENDMENT WITH DCI GROUP
FOR CONSTRUCTION MANAGER AS AGENT FOR CONSTRUCTION SERVICES FOR
GREENBELT LANDING

WHEREAS, the City intends to construct park improvements on the site of the Clive Aquatic Center commonly known as the Greenbelt Landing Project ("Project") on the site; and

WHEREAS, the City Council approved a contract with DCI Group for construction management services for the Greenbelt Landing project in the amount of \$737,295.90; and

WHEREAS, the City's contract with DCI Group is scheduled to expire on December 31, 2025 and the project is not scheduled to be completed until May of 2026; and

WHEREAS, the City desires to enter into a contract amendment with DCI Group to cover general condition expenses through the end of the project in the amount of \$193,781.49; 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 amendment with DCI Group for Construction Services for the Greenbelt Landing Project in the amount of \$193,781.49.

PASSED AND APPROVED this 13th day of November, 2025.

By: _____
John Edwards, Mayor

ATTTEST:

By: _____
Matthew Graham, City Clerk



November 10, 2025

City of Clive

Attn: Matt McQuillen – City Manager
Richard Brown – Director, Leisure Services
1900 NW 114th St.
Clive, IA 50325

Dear Mr. McQuillen & Mr. Brown,

The following Amendment Proposal is to extend the Construction Manager as Adviser contract that was dated August 22, 2024 under the terms of AIA C132-2019. The scope of work and terms of this amendment are defined within this letter and with the option to negotiate under the AIA C132-2019 Standard Form of Agreement between Owner and Construction Manager as Adviser. The DCI Group project team reviewed the outstanding schedule and state of the project and determined on-site construction activities will be substantially complete May 15, 2026. The Base Scope of Services to be performed by DCI Group has not changed.

Staff rates have been updated to the following to match current market value:

Project Executive – \$142/hr
Project Manager - \$112/hr
Project Superintendent - \$118/hr
Project Engineer - \$85/hr

General Conditions Total Remaining to finish project: \$320,297.52

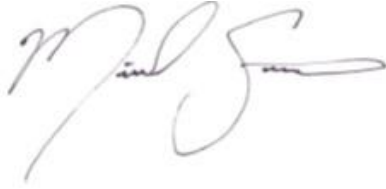
Original contract value remaining: \$126,516.03

Total Contract value increase per this Amendment: \$193,781.49

Proposal Timeline: Attached updated project schedule dated November 3, 2025.

Please do not hesitate to call with questions and comments regarding our proposal. We again thank you for the opportunity and look forward to our continued partnership.

Respectfully,

A handwritten signature in dark ink, appearing to read 'Michael Steen', with a stylized, flowing script.

Michael Steen
Vice President

Accepted (Signature)

Print

Date



City of Clive Greenbelt Landing - Amendment 01 - General Conditions Estimate - 11/10/2025

Code	Description	QTY	Unit	Mat Cost	Labor Cost	Other Cost	Line Item Total
01.0001 Preconstruction Staff							
01.0001.0010	Vice President - Precon	0	HR	\$ -	\$ 180.00	\$ -	-
01.0001.0020	Sr. Project Manager - Precon	0	HR	\$ -	\$ 140.00	\$ -	-
01.0001.0030	Project Manager - Precon	0	HR	\$ -	\$ 130.00	\$ -	-
01.0001.0040	Sr. Superintendent - Precon	0	HR	\$ -	\$ 135.00	\$ -	-
01.0001.0050	Superintendent - Precon	0	HR	\$ -	\$ 120.00	\$ -	-
01.0001.0060	Project Engineer - Precon	0	HR	\$ -	\$ 105.00	\$ -	-
01.0001.0070	Project Coordinator - Precon	0	HR	\$ -	\$ 80.00	\$ -	-
01.0001.0080	Project Estimator - Precon	0	HR	\$ -	\$ 130.00	\$ -	-
01.0001.0090	Pre-Construction Staff	0	LS	\$ -	\$ 1.00	\$ -	-
Subtotal							\$ -
01.0002 Construction Staff							
01.0002.0010	Vice President - Construction	0	HR	\$ -	\$ -	\$ -	-
01.0002.0020	Project Executive - Construction	0	HR	\$ -	\$ -	\$ 12,325.60	12,325.60
01.0002.0030	Project Manager - Construction	0	HR	\$ -	\$ -	\$ 73,248.00	73,248.00
01.0002.0050	Superintendent - Construction	0	HR	\$ -	\$ -	\$ 137,993.92	137,993.92
01.0002.0060	Project Engineer - Construction	0	HR	\$ -	\$ -	\$ 73,780.00	73,780.00
Subtotal							\$ 297,347.52
01.0004 Company Related Project Support Tools							
01.0004.0010	Truck	1	MO	\$ 1,000.00	\$ -	\$ -	1,000.00
01.0004.0020	Cellular Phones	0	WK	\$ 80.00	\$ -	\$ -	-
01.0004.0030	Project Software	1	LS	\$ 0.20	\$ -	\$ -	-
01.0004.0040	Project Webcam	0	MO	\$ 350.00	\$ -	\$ -	-
Subtotal							\$ 1,000.00
01.0005 Project Office Related							
01.0005.0010	Temporary Job Site Trailer	11	MO	\$ 1,430.00	\$ -	\$ -	-
01.0005.0020	Job site office trailer mobilize/demobilize	1	EA	\$ 2,500.00	\$ -	\$ -	-
01.0005.0030	Storage Trailer	0	MO	\$ 300.00	\$ -	\$ -	-
01.0005.0040	Job Trailer Copier	0	LS	\$ 4,500.00	\$ -	\$ -	-
01.0005.0050	Drinking Water Job Trailer & Field	11	MO	\$ 85.00	\$ -	\$ -	-
01.0005.0060	Job site office supplies	11	MO	\$ 200.00	\$ -	\$ -	-
01.0005.0070	Postage & Shipping	0	MO	\$ 20.00	\$ -	\$ -	-
01.0005.0080	Project Connectivity - Monthly Fees	11	MO	\$ 250.00	\$ -	\$ -	-
01.0005.0090	Project Connectivity - Data Connection/Setup	0	LS	\$ 1,000.00	\$ -	\$ -	-
01.0005.0100	Job site office - Monthly Maintenance	11	MO	\$ 150.00	\$ -	\$ -	-
01.0005.0110	Plan Copies	1	LS	\$ 500.00	\$ -	\$ 500.00	500.00
01.0005.0120	Temporary Toilet	11	MO	\$ 250.00	\$ -	\$ -	2,750.00
Subtotal							\$ 3,250.00
01.0007 Winter Conditions							
01.0007.0010	Winter Conditions	0	LS	\$ 1.00	\$ -	\$ -	-
01.0007.0020	Snow Removal	0	MO	\$ 500.00	\$ -	\$ -	-
Subtotal							\$ -
01.0008 Safety							
01.0008.0010	Safety	11	MO	\$ 500.00	\$ -	\$ -	5,500.00
01.0008.0020	Safety Maintenance	0	MO	\$ 500.00	\$ -	\$ -	-
01.0008.0030	Flaggers And Spotters	0	DY	\$ 200.00	\$ -	\$ -	-
01.0008.0040	Traffic Control	0	LS	\$ 1.00	\$ -	\$ -	-
Subtotal							\$ 5,500.00
01.0009 Cleanup and Waste Management							
01.0009.0010	Project Cleaning	0	LS	\$ 1.00	\$ -	\$ -	-
01.0009.0020	Cleanup supplies	0	MO	\$ 500.00	\$ -	\$ -	-
01.0009.0030	Cleanup and General Labor - Construction Progress	1	LS	\$ -	\$ 5,000.00	\$ -	5,000.00
01.0009.0040	SWPPP Maintenance	9	MO	\$ 300.00	\$ -	\$ -	2,700.00
01.0009.0090	Dumpsters	11	EA	\$ 500.00	\$ -	\$ -	5,500.00
01.0009.0100	Final Cleaning	0	SF	\$ 0.40	\$ -	\$ -	-
01.0009.0110	Final Cleaning Labor	0	LS	\$ -	\$ 1.00	\$ -	-
Subtotal							\$ 13,200.00
General Conditions Total							\$ 320,297.52

GC's to Complete Project	\$	320,297.52
GC's Remaining from Original Contract	\$	126,516.03
	\$	193,781.49

			GREENBELT LANDING CITY OF CLIVE - BP 6 DCI - Full Print - 11X17 DCI RESP																				04-Nov-25																									
#	Activity ID	Activity Name	Original Duration	Remaining Duration	Start	Finish	DCI Responsibility	November 2025					December 2025					January 2026					February 2026				March 2026				April 2026				May 2026				26									
1	GREENBELT LANDING CITY OF CLIVE - BP 6							26	02	09	16	23	30	07	14	21	28	04	11	18	25	01	08	15	22	01	08	15	22	29	05	12	19	26	03	10	17	24	31									
2	GENERAL CONDITIONS & MILESTONES																																															
3	A2700	EPA NEPA FULL CLEARANCE CREEK	5	10	17-Jul-24 A	14-Nov-25		EPA NEPA FULL CLEARANCE CREEK																																								
4	A3590	PARKING LOT SUBSTANTIAL COMPLETION	0	0		08-Dec-25		◆ PARKING LOT SUBSTANTIAL COMPLETION																																								
5	A1030	BUILDING RENOVATION SUBSTANTIAL COMPLETE	0	0		31-Dec-25		◆ BUILDING RENOVATION SUBSTANTIAL COMPLETE																																								
6	A4670	STAGE SUBSTANTIAL COMPLETION	0	0		07-Jan-26		◆ STAGE SUBSTANTIAL COMPLETION																																								
7	A4780	EAST STORMWATER POND SUBSTANTIAL COMPLETION	0	0		07-Jan-26		◆ EAST STORMWATER POND SUBSTANTIAL COMPLETION																																								
8	A1050	PLAYGROUND/BOARDWALK/STORMWATER WETLAND SUBSTANTIAL COMPLETION	0	0		08-Jan-26		◆ PLAYGROUND/BOARDWALK/STORMWATER WETLAND SUBSTANTIAL COMPLETION																																								
9	A4940	SPRING ONLY LANDSCAPING TREES (CITY OF CLIVE)	5	5	15-Apr-26*	21-Apr-26																																	SPRING ONLY LANDS									
10	A4880	SPRING ONLY SEEDING MIX/PLANTINGS (COUNTRY)	5	5	27-Apr-26*	01-May-26	Country Land																																SPRING ONLY/S									
11	A1040	WALNUT CREEK RESTORATION SUBSTANTIAL COMPLETE	0	0		06-May-26																																	◆ WALNUT CRE									
12	A4690	BIORETENTION CELLS/114TH STREET REPAVING SUBSTANTIAL COMPLETION	0	0		18-May-26																																	◆ BIORET									
13	A1010	WEATHER CONTINGENCY	6	6	19-May-26	27-May-26																																	W									
14	A1020	FINISH CONSTRUCTION	0	0		28-May-26																																	◆ (FI									
15	PROCUREMENT																																															
16	A4320	TRELLIS/WETLAND SWING SUBMITTALS (KEYSTONE)	5	5	16-Oct-24 A	07-Nov-25	Keystone	TRELLIS/WETLAND SWING SUBMITTALS (KEYSTONE)																																								
17	A4340	DECORATIVE METAL RAILINGS SUBMITTALS (KEYSTONE)	5	5	16-Oct-24 A	07-Nov-25	Keystone	DECORATIVE METAL RAILINGS SUBMITTALS (KEYSTONE)																																								
18	A4390	CATENARY/STAGE EVENT LIGHTING FABRICATION (AIR CON)	40	33	19-Sep-25 A	19-Dec-25	Air-Con Mech	CATENARY/STAGE EVENT LIGHTING FABRICATION (AIR CON)																																								
19	A5060	STAGE ELECTRICAL PANEL FABRICATION (AIR CON)	40	10	25-Sep-25 A	14-Nov-25	Air-Con Mech	STAGE ELECTRICAL PANEL FABRICATION (AIR CON)																																								
20	A3420	WINDOW ROLLER SHADE FABRICATION (KEYSTONE)	25	25	10-Nov-25	16-Dec-25	Keystone	WINDOW ROLLER SHADE FABRICATION (KEYSTONE)																																								
21	A4330	TRELLIS/WETLAND SWING FABRICATION (KEYSTONE)	5	5	10-Nov-25	14-Nov-25	Keystone	TRELLIS/WETLAND SWING FABRICATION (KEYSTONE)																																								
22	A4350	DECORATIVE METAL RAILINGS FABRICATION (KEYSTONE)	30	30	10-Nov-25	23-Dec-25	Keystone	DECORATIVE METAL RAILINGS FABRICATION (KEYSTONE)																																								
23	A4520	ALUMINUM COMPOSITE PANELS FABRICATION (KEYSTONE)	10	10	12-Nov-25	25-Nov-25	Keystone	ALUMINUM COMPOSITE PANELS FABRICATION (KEYSTONE)																																								
24	EAST STORMWATER POND																																															
25	A5160	FISHING PIER ABUTMENT (KEYSTONE)	2	2	03-Nov-25	04-Nov-25	Keystone	FISHING PIER ABUTMENT (KEYSTONE)																																								
26	A2310	FISHING PIER FRAMING (KEYSTONE)	3	3	05-Nov-25	07-Nov-25	Keystone	FISHING PIER FRAMING (KEYSTONE)																																								
27	A5480	FINISH AGGREGATE PAVING & DONOR STONE (COUNTRY)	2	2	06-Nov-25	07-Nov-25	Country Land	FINISH AGGREGATE PAVING & DONOR STONE (COUNTRY)																																								
28	A5400	DORMANT NATIVE SEEDING AROUND AGGREGATE PAVING & POND (COUNTRY)	3	3	24-Dec-25	29-Dec-25	Country Land																																DORMANT NATIVE SEEDING AROUND AGGREGATE PAVING & POND (COUNTRY)									
29	A4770	STORMWATER POND DCI PUNCH LIST AND CORRECTIONS	5	5	30-Dec-25	06-Jan-26*																																	STORMWATER POND DCI PUNCH LIST AND CORRECTIONS									
30	A5630	STORMWATER POND ARCHITECT AND OWNER PUNCHLIST AND CORRECTIONS	5	5	07-Jan-26	13-Jan-26																																	STORMWATER POND ARCHITECT AND OWNER PUNCHLIST AND CORRECTIONS									
31	STAGE & EVENT LAWN																																															
32	A6340	STAGE STEEL PAINTING (KEYSTONE)	5	3	17-Oct-25 A	05-Nov-25	Keystone	STAGE STEEL PAINTING (KEYSTONE)																																								
33	A6280	REMAINING NE SIDEWALKS PAVEMENT CONCRETE (ABSOLUTE)	3	3	03-Nov-25	05-Nov-25		REMAINING NE SIDEWALKS PAVEMENT CONCRETE (ABSOLUTE)																																								
34	A3020	GRADING SUBGRADE PREP SE TRAILS/SIDEWALKS (WILLIAMS)	2	2	05-Nov-25	06-Nov-25	Williams Dist.	GRADING SUBGRADE PREP SE TRAILS/SIDEWALKS (WILLIAMS)																																								
35	A4250	SE SIDE TRAILS/SIDEWALKS SUBGRADE PREP INSPECTION (TERRACON)	0	0	05-Nov-25			◆ SE SIDE TRAILS/SIDEWALKS SUBGRADE PREP INSPECTION (TERRACON)																																								
36	A2190	CONCRETE EVENTS CONCRETE STAGE FLOOR SLAB (KEYSTONE)	2	2	06-Nov-25	07-Nov-25	Keystone	CONCRETE EVENTS CONCRETE STAGE FLOOR SLAB (KEYSTONE)																																								
37	A3710	STAGE ROOF WOOD DECKING (KEYSTONE)	5	5	06-Nov-25	12-Nov-25	Keystone	STAGE ROOF WOOD DECKING (KEYSTONE)																																								
38	A2080	SE SIDE AGGREGATE SUB BASE FOR TRAILS PAVEMENT (ABSOLUTE)	3	3	07-Nov-25	11-Nov-25	Absolute	SE SIDE AGGREGATE SUB BASE FOR TRAILS PAVEMENT (ABSOLUTE)																																								
39	A6110	IRRIGATION SLEEVES UNDER SE TRAILS/SIDEWALKS (IOWA IRRIGATON)	1	1	10-Nov-25	10-Nov-25	IA Irrigation	IRRIGATION SLEEVES UNDER SE TRAILS/SIDEWALKS (IOWA IRRIGATON)																																								
40	A6360	STAGE PANEL CONCRETE PEDESTAL (AIR CON)	2	2	10-Nov-25	11-Nov-25	Air-Con Mech	STAGE PANEL CONCRETE PEDESTAL (AIR CON)																																								
41	A2090	SE SIDE CONCRETE SIDEWALK/TRAIL PAVEMENT (ABSOLUTE)	5	5	12-Nov-25	18-Nov-25	Absolute	SE SIDE CONCRETE SIDEWALK/TRAIL PAVEMENT (ABSOLUTE)																																								
42	A3450	DEMO LIGHT POLE/BASE (AIR CON)	1	1	12-Nov-25	12-Nov-25	Air-Con Mech	DEMO LIGHT POLE/BASE (AIR CON)																																								
43	A3720	LINEAR METAL CEILINGS (KEYSTONE)	5	5	13-Nov-25	19-Nov-25	Keystone	LINEAR METAL CEILINGS (KEYSTONE)																																								
44	A4920	RELOCATE LIGHT POLE/BASE (AIR CON)	2	2	13-Nov-25	14-Nov-25	Air-Con Mech	RELOCATE LIGHT POLE/BASE (AIR CON)																																								
Primary Baseline Actual Work Remaining Work			Page 1 of 7										Data Date: 03-Nov-25 Baseline:GREENBELT LANDING CITY OF CLIVE - BP 6 - 110325.1																																			

			GREENBELT LANDING CITY OF CLIVE - BP 6 DCI - Full Print - 11X17 DCI RESP																		04-Nov-25																		
#	Activity ID	Activity Name	Original Duration	Remaining Duration	Start	Finish	DCI Responsibility	November 2025					December 2025				January 2026				February 2026				March 2026				April 2026				May 2026				26		
								26	02	09	16	23	30	07	14	21	28	04	11	18	25	01	08	15	22	01	08	15	22	29	05	12	19	26	03	10	17	24	31
89	A3200	OWNER/ARCHITECT/ENGINEER BUILDING/PATIO PUNCH LIST CORRECTIONS	5	5	02-Jan-26	08-Jan-26*																																	
90	BUILDING RENOVATION																																						
91	A1340	BUILDING INTEGRAL GUTTER (KEYSTONE)	3	5	02-Oct-25 A	07-Nov-25	Keystone																																
92	A1480	SOFFIT & VENT REPLACEMENT (KEYSTONE)	5	5	30-Oct-25 A	07-Nov-25	Keystone																																
93	A1310	INSULATE/DRYWALL/TAPE/FINISH (KEYSTONE)	8	5	31-Oct-25 A	07-Nov-25	Keystone																																
94	A2140	TEMP CLIMATE CONTROL INSTALL (CENTRAL IOWA MECH)	1	1	04-Nov-25	04-Nov-25	Central IA Me																																
95	A4960	MECHANICAL EQUIPMENT SCREEN FENCE FOOTINGS (KEYSTONE)	3	3	06-Nov-25	10-Nov-25	Keystone																																
96	A6410	PATIO CEILING SPEAKER ROUGH-IN (AIR-CON)	1	1	07-Nov-25	07-Nov-25	Air-Con Mech																																
97	A1360	WINDOW ROLLER SHADE FIELD MEASURE (KEYSTONE)	0	0		07-Nov-25	Keystone																																
98	A1250	PRIME/1ST COAT OF PAINT (KEYSTONE)	5	5	10-Nov-25	14-Nov-25	Keystone																																
99	A1300	SHEET METAL FASCIA AND TRIM (KEYSTONE)	2	2	10-Nov-25	11-Nov-25	Keystone																																
100	A1790	BUILDING EXTERIOR TILING (KEYSTONE)	5	5	10-Nov-25	14-Nov-25	Keystone																																
101	A3170	MECHANICAL EQUIPMENT SCREEN FENCE STEEL INSTALL (KEYSTONE)	2	2	11-Nov-25	12-Nov-25	Keystone																																
102	A1280	BUILDING ROOFING UNDERLAYMENT & ASPHALT SHINGLES (KEYSTONE)	3	3	12-Nov-25	14-Nov-25	Keystone																																
103	A6390	EXISTING EXHAUST FAN DEMO (CENTRAL IOWA MECH)	1	1	12-Nov-25	12-Nov-25	Central IA Me																																
104	A4970	MAINTENANCE STONE EDGE (COUNTRY)	5	5	13-Nov-25	19-Nov-25	Country Land																																
105	A1220	LIGHTING CONTROLS (AIRCON)	3	3	17-Nov-25	19-Nov-25	Air-Con Mech																																
106	A1430	HANG CEILING LIGHTS (AIRCON)	5	5	17-Nov-25	21-Nov-25	Air-Con Mech																																
107	A1630	ACT CEILING GRID (KEYSTONE)	2	2	17-Nov-25	18-Nov-25	Keystone																																
108	A1720	CASEWORK (KEYSTONE)	4	4	17-Nov-25	20-Nov-25	Keystone																																
109	A5200	AV LOW VOLTAGE CABLING	3	3	17-Nov-25	19-Nov-25																																	
110	A5780	PROJECTOR/SCREEN (KEYSTONE)	2	2	20-Nov-25	21-Nov-25	Keystone																																
111	A3100	COUNTERTOPS (KEYSTONE)	8	8	21-Nov-25	04-Dec-25	Keystone																																
112	A3270	LINEAR METAL CEILING ABOVE-CEILING INSPECTIONS(CITY OF CLIVE)	0	0		21-Nov-25																																	
113	A1320	LINEAR METAL CEILING PANELS (KEYSTONE)	5	5	24-Nov-25	02-Dec-25	Keystone																																
114	A1240	FLOOR AND WALL TILING (KEYSTONE)	8	8	01-Dec-25	10-Dec-25	Keystone																																
115	A1330	SET HM DOORS/INSTALL DOOR HARDWARE (KEYSTONE)	3	3	01-Dec-25	03-Dec-25	Keystone																																
116	A1460	HVAC TRIM OUT (CENTRAL IOWA MECH)	5	5	03-Dec-25	09-Dec-25	Central IA Me																																
117	A1230	WALLS ELECTRICAL POWER AND TRIM OUT (AIRCON)	5	5	05-Dec-25	11-Dec-25	Air-Con Mech																																
118	A1290	ELECTRICAL FIRE ALARM WIRING & DEVICES (AIRCON)	3	3	05-Dec-25	09-Dec-25	Air-Con Mech																																
119	A1830	APPLIANCES INSTALL (KEYSTONE)	1	1	05-Dec-25	05-Dec-25	Keystone																																
120	A1750	SET HOOD EXHAUST FAN & ERU INLET/OUTLET HOODS (CENTRAL IOWA MECH)	5	5	08-Dec-25	12-Dec-25	Central IA Me																																
121	A1380	ACOUSTICAL CEILING OVERHEAD INSPECTIONS (CITY OF CLIVE)	0	0		09-Dec-25																																	
122	A1850	MECHANICAL EQUIPMENT START UP (CENTRAL IOWA MECH)	3	3	10-Dec-25	12-Dec-25	Central IA Me																																
123	A3030	ACOUSTICAL CEILING TILE INSTALL (KEYSTONE)	2	2	10-Dec-25	11-Dec-25	Keystone																																
124	A1390	PLUMBING FIXTURES (CENTRAL IOWA MECH)	4	4	11-Dec-25	16-Dec-25	Central IA Me																																
125	A1740	TOILET PARTITIONS AND ACCESSORIES (KEYSTONE)	5	5	11-Dec-25	17-Dec-25	Keystone																																
126	A1540	SECURITY DEVICES (BAKER GROUP)	5	5	11-Dec-25	17-Dec-25	Baker Group																																
127	A1840	AUDIOVISUAL DEVICES	5	5	11-Dec-25	17-Dec-25																																	
128	A1350	FINAL PAINT (KEYSTONE)	3	3	12-Dec-25	16-Dec-25	Keystone																																
129	A1270	MECH EQUIPMENT COMMISSIONING (CENTRAL IOWA MECH)	3	3	15-Dec-25	17-Dec-25	Central IA Me																																
130	A1820	ROOFING FLASHING @ PENETRATIONS (KEYSTONE)	2	2	15-Dec-25	16-Dec-25	Keystone																																
131	A1410	SPECIALITES INSTALL (KEYSTONE)	3	3	17-Dec-25	19-Dec-25	Keystone																																
132	A3430	ROLLER WINDOW SHADES (KEYSTONE)	1	1	17-Dec-25	17-Dec-25	Keystone																																

Primary Baseline

Actual Work

Remaining Work

Critical Remaining Work

Milestone

Page 3 of 7

Data Date: 03-Nov-25
Baseline:GREENBELT LANDING CITY OF CLIVE - BP 6 - 110325.1

[illegible]



Memo

TO: Mayor and Council members

FROM: Jonathan Cygan, Civil Engineer

DATE: November 13, 2025

RE: Resolution Approving Change Order #4 - Caliber Concrete LLC - 2025
NW 138th St HMA Overlay - \$4,500.00

SYNOPSIS:

Staff is recommending approval of Change Order #4 in the amount of \$4,500.00 to Caliber Concrete LLC for work performed on the above referenced project

On 9/11/25 Change Order #2 was approved to the total of (\$25,634.03). As part of the change order a new bid item for a major adjustment was included with a unit price of \$4,500 each. The quantity reported was incorrect and was reported as zero instead the desired value of 1 leading to the approved contract amount \$4,500 less than the intended amount, the actual value should have been reported as (\$21,134.03). This error was corrected in APIA, the major adjustment installed, and paid out to the contractor. The change order requires no adjustment to bid items or quantities and only increases the contract amount by \$4,500 as it should have originally occurred on Change Order #2. A summary of the contract amount is listed below.

Original Contract Amount	\$ 770,789.72
Change Order # 1	\$ 10,879.00 – \$ 781,668.72
Change Order # 2 (Error)	\$ (25,634.03) – \$756,034.69
Change Order # 3	\$ 482.05 - \$756,516.74
Change Order # 4 (Correction-Final)	\$ 4,500.00 - \$761,016.74

Final Contract Amount **\$ 761,016.74**

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

Attachments:

1. Resolution - Change Order No. 4
2. Change Order #2 - Approved on 9/11 With Error
3. CO2 - Corrected

RESOLUTION NO. _____

RESOLUTION APPROVING CHANGE ORDER NO. 4
FOR CALIBER CONCRETE LLC
2025 NW 138TH STREET HMA OVERLAY

WHEREAS, the City staff has determined that it is necessary to make the changes set forth in Change Order No. 4 to the contract with Caliber Concrete LLC in regard to the 2025 NW 138th Street HMA Overlay (the “Project”); and

WHEREAS, the City Council of the City of Clive, Iowa, is desirous of approving said Change Order No. 4 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. 4 to the contract with Caliber Concrete LLC, is hereby determined to be in the best interests of the residents of the City of Clive, Iowa, and is hereby accepted and approved by this City Council; and the Mayor is hereby authorized and directed to execute said Change Order No. 4 on behalf of the City of Clive, Iowa.

PASSED AND APPROVED THIS _____ day of _____, 2025.

By: _____
John Edwards, Mayor

ATTEST:

By: _____
Matthew D. Graham, City Clerk



City of Clive

Change Order Details

NW 138TH STREET HMA OVERLAY

Description	Full depth patching and HMA overlay of NW 138th St. and Lake Point.
Prime Contractor	Caliber Concrete, LLC 1617 280th ST Adair, IA 50002
Change Order	2
Status	Pending
Date Created	08/25/2025
Type	Changed Conditions
Summary	Major Adjustment Manhole
Change Order Description	Addition of major adjustment to manhole Adjust quantities
Awarded Project Amount	\$770,789.72
Authorized Project Amount	\$770,789.72
Change Order Amount	-\$25,634.03
Revised Project Amount	\$745,155.69

Increases/Decreases

Line Number	Item ID	Unit	Unit Price	Current		Change		Revised	
				Quantity	Amount	Quantity	Amount	Quantity	Amount
Section: 1 - Description									
0050	2435-0600010	EACH	\$3,200.000	11.000	\$35,200.00	4.000	\$12,800.00	15.000	\$48,000.00
								11.0 + 4.0 = 15.0	
MANHOLE ADJUSTMENT, MINOR									
0070	2512-1725306	LF	\$65.120	363.000	\$23,638.56	48.000	\$3,125.76	411.000	\$26,764.32
CURB AND GUTTER, P.C. CONCRETE, 3.0 FT.									
0090	25-007	Ton	\$158.400	610.000	\$96,624.00	-187.880	-\$29,760.19	422.120	\$66,863.81
HMA PAVEMENT, INTERLAYER									
Reason: Under quantity									
0100	25-008	Ton	\$104.500	1,220.000	\$127,490.00	-128.820	-\$13,461.69	1,091.180	\$114,028.31
HMA PAVEMENT, ST SURFACE, 1/2", NO FRICTION									
Reason: Under quantity									
0120	25-010	SY	\$9.000	272.000	\$2,448.00	40.200	\$361.80	312.200	\$2,809.80
REMOVAL OF SIDEWALK									
0130	25-011	LF	\$6.000	363.000	\$2,178.00	48.000	\$288.00	411.000	\$2,466.00
REMOVAL OF CURB									
0140	25-012	SY	\$64.740	118.000	\$7,639.32	60.870	\$3,940.72	178.870	\$11,580.04
SIDEWALK, PCC, 4".									

Change Order Details:

NW 138TH STREET HMA OVERLAY

08/26/2025

Page 2 of 4

Line Number	Item ID	Unit	Unit Price	Current Quantity	Current Amount	Change Quantity	Change Amount	Revised Quantity	Revised Amount
0150	25-013	SY	\$76.610	160.000	\$12,257.60	-26.670	-\$2,043.19	133.330	\$10,214.41

SIDEWALK, PCC, 6".

Reason: Under quantity

0170	25-015	SY	\$108.570	2,950.000	\$320,281.50	68.000	\$7,382.76	3,018.000	\$327,664.26
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FULL DEPTH PATCHES

0180	25-024	Ton	\$50.000	200.000	\$10,000.00	-165.360	-\$8,268.00	34.640	\$1,732.00
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SUBBASE OVER-EXCAVATION (SUBGRADE REPAIR)

Reason: Under Quantity

10 items				Totals	\$637,756.98		-\$25,634.03		\$612,122.95
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New Items

Line Number	Item ID	Unit	Quantity	Unit Price	Extension
Section: 1 - Description					
0290	2435-0600020	EACH	0.000	\$4,500.000	1.0 \$0.00

MANHOLE ADJUSTMENT, MAJOR

Reason: Replace broken cone

1 item					Total: \$0.00
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Mayor, City of Clive

Date

Project Engineer, Jonathan Cygan

Date

Field Engineer, Nolan Daft

Date

 Mike Miller

9.4.25

Contractor, Caliber Concrete, LLC

Date



City of Clive

Change Order Details

NW 138TH STREET HMA OVERLAY

Description	Full depth patching and HMA overlay of NW 138th St. and Lake Point.
Prime Contractor	Caliber Concrete, LLC 1617 280th ST Adair, IA 50002
Change Order	2
Status	Approved
Date Created	08/25/2025
Type	Changed Conditions
Summary	Major Adjustment Manhole
Change Order Description	Addition of major adjustment to manhole Adjust quantities
Awarded Project Amount	\$770,789.72
Authorized Project Amount	\$781,668.72
Change Order Amount	-\$21,134.03
Revised Project Amount	\$760,534.69

Increases/Decreases

Line Number	Item ID	Unit	Unit Price	Current		Change		Revised	
				Quantity	Amount	Quantity	Amount	Quantity	Amount
Section: 1 - Description									
0050	2435-0600010	EACH	\$3,200.000	11.000	\$35,200.00	4.000	\$12,800.00	15.000	\$48,000.00
MANHOLE ADJUSTMENT, MINOR									
0070	2512-1725306	LF	\$65.120	363.000	\$23,638.56	48.000	\$3,125.76	411.000	\$26,764.32
CURB AND GUTTER, P.C. CONCRETE, 3.0 FT.									
0090	25-007	Ton	\$158.400	610.000	\$96,624.00	-187.880	-\$29,760.19	422.120	\$66,863.81
HMA PAVEMENT, INTERLAYER									
Reason: Under quantity									
0100	25-008	Ton	\$104.500	1,220.000	\$127,490.00	-128.820	-\$13,461.69	1,091.180	\$114,028.31
HMA PAVEMENT, ST SURFACE, 1/2", NO FRICTION									
Reason: Under quantity									
0120	25-010	SY	\$9.000	272.000	\$2,448.00	40.200	\$361.80	312.200	\$2,809.80
REMOVAL OF SIDEWALK									
0130	25-011	LF	\$6.000	363.000	\$2,178.00	48.000	\$288.00	411.000	\$2,466.00
REMOVAL OF CURB									
0140	25-012	SY	\$64.740	118.000	\$7,639.32	60.870	\$3,940.72	178.870	\$11,580.04
SIDEWALK, PCC, 4".									

Line Number	Item ID	Unit	Unit Price	Current		Change		Revised	
				Quantity	Amount	Quantity	Amount	Quantity	Amount
0150	25-013	SY	\$76.610	160.000	\$12,257.60	-26.670	-\$2,043.19	133.330	\$10,214.41
SIDEWALK, PCC, 6".									
Reason: Under quantity									
0170	25-015	SY	\$108.570	2,950.000	\$320,281.50	68.000	\$7,382.76	3,018.000	\$327,664.26
FULL DEPTH PATCHES									
0180	25-024	Ton	\$50.000	200.000	\$10,000.00	-165.360	-\$8,268.00	34.640	\$1,732.00
SUBBASE OVER-EXCAVATION (SUBGRADE REPAIR)									
Reason: Under Quantity									
10 items			Totals		\$637,756.98		-\$25,634.03		\$612,122.95

New Items

Line Number	Item ID	Unit	Quantity	Unit Price	Extension
Section: 1 - Description					
0290	2435-0600020	EACH	1.000	\$4,500.000	\$4,500.00
MANHOLE ADJUSTMENT, MAJOR					
Reason: Replace broken cone					
1 item					Total: \$4,500.00

Mayor, City of Clive

Date

Project Engineer, Jonathan Cygan

Date

Field Engineer, Nolan Daft

Date

Contractor, Caliber Concrete, LLC

Date



Memo

TO: Mayor and Council members

FROM: Rai Tokuhisa, Water Resource Engineer

DATE: November 13, 2025

RE: Resolution Approving Change Order #4 - Iowa Earth Works - Little Walnut Creek Stream Stabilization East of Alice's Road - (-\$100,287.77)

SYNOPSIS:

Staff recommends approval of Change Order #4 to Iowa Earth Works for the project: Little Walnut Creek Stream Stabilization East of Alice's Road (Resolution 2023-365) to zero-sum for work completed.

The updated construction contract would be 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
Change Order #4:	\$	(100,287.77)
Final Construction Amount:	\$	735,290.18

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. _LWC-StreamEast_CO#4_ Council Resolution
2. _LWC-StreamEast_CO#4_ Details (not signed)
3. _LWC-StreamEast_CO#4_ Staff Memo

RESOLUTION NO. _____

RESOLUTION APPROVING CHANGE ORDER NO.4 FOR THE LITTLE WALNUT CREEK
STREAM STABILIZATION EAST OF ALICE'S ROAD PROJECT CONSTRUCTION
CONTRACT

WHEREAS, on December 14, 2023, Clive City Council approved the contract to construct in-stream stabilization structures on Little Walnut Creek and outfall tributaries between Alice's Road and the corporate limit with Urbandale (163rd Street) in the City of Clive,

WHEREAS, City staff have determined it is necessary to make changes set forth in Change Order No. 4; and

WHEREAS, the City Council of the City of Clive, Iowa, is desirous of approving said Change Order No. 4 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. 4 to the contract with Iowa Earth Works 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. The Mayor is hereby authorized and directed to execute said Change Order No. 4 on behalf of the City of Clive, Iowa

PASSED AND APPROVED this _____ day of _____, 2025.

John D. Edwards, Mayor

ATTEST:

Matthew D. Graham, City Clerk



City of Clive

Change Order Details

Little Walnut Creek, Stream Stabilization, East of Alices Road

Description	Little Walnut Creek, Stream Stabilization, East of Alices Road
Prime Contractor	Iowa Earth Works PO Box 112 HUXLEY, IA 50124
Change Order	4
Status	Pending
Date Created	10/29/2025
Type	Minor Overrun
Summary	Balancing items
Change Order Description	Balancing overrun and underrun quantities.
Awarded Project Amount	\$762,452.95
Authorized Project Amount	\$835,577.95
Change Order Amount	-\$100,287.77
Revised Project Amount	\$735,290.18

Increases/Decreases

Line Number	Item ID	Unit	Unit Price	Current		Change		Revised	
				Quantity	Amount	Quantity	Amount	Quantity	Amount
Section: 1 - Description									
0060	23-006	ACRE	\$660.000	10.300	\$6,798.00	-3.170	-\$2,092.20	7.130	\$4,705.80
SEEDING, CONVENTIONAL, TEMPORARY									
0070	23-007	ACRE	\$1,350.000	9.500	\$12,825.00	-2.370	-\$3,199.50	7.130	\$9,625.50
SEEDING, CONVENTIONAL, PERMANENT									
0110	23-011	ACRE	\$396.000	9.500	\$3,762.00	-2.370	-\$938.52	7.130	\$2,823.48
FERTILIZING, CONVENTIONAL									
0120	23-012	ACRE	\$1,150.000	9.500	\$10,925.00	-2.370	-\$2,725.50	7.130	\$8,199.50
MULCHING, CONVENTIONAL									
0130	23-013	MGAL	\$179.000	20.000	\$3,580.00	-20.000	-\$3,580.00	0.000	\$0.00
WATERING									
0140	23-014	LS	\$6,950.000	1.000	\$6,950.00	0.000	-\$6,950.00	1.000	\$0.00
PLANTS, WARRANTY, LUMP SUM, SEEDING									
0150	23-015	EACH	\$2.500	5,186.000	\$12,965.00	-1,555.800	-\$3,889.50	3,630.200	\$9,075.50
PLANTS, WARRANTY, BY COUNT, PLANTINGS									
0160	23-016	LS	\$3,750.000	1.000	\$3,750.00	0.000	-\$1,312.50	1.000	\$2,437.50
SWIPP MANAGEMENT									
0180	23-018	SY	\$3.450	1,000.000	\$3,450.00	235.100	\$811.10	1,235.100	\$4,261.10
RECP, TYPE 1A COIR									

Line Number	Item ID	Unit	Unit Price	Current		Change		Revised	
				Quantity	Amount	Quantity	Amount	Quantity	Amount
0190	23-019	LF	\$2.950	200.000	\$590.00	-200.000	-\$590.00	0.000	\$0.00
WATTLE									
0200	23-020	TON	\$70.000	20.000	\$1,400.00	-20.000	-\$1,400.00	0.000	\$0.00
ROCK CHECK DAM, EROSION CONTROL STONE									
0210	23-021	LF	\$70.000	140.000	\$9,800.00	-140.000	-\$9,800.00	0.000	\$0.00
LEVEL SPREADER									
0230	23-023	LF	\$2.950	4,447.000	\$13,118.65	1,928.000	\$5,687.60	6,375.000	\$18,806.25
FILTER SOCK									
0250	23-025	TON	\$45.000	66.000	\$2,970.00	177.390	\$7,982.55	243.390	\$10,952.55
STABILIZED CONSTRUCTION ENTRANCE									
0260	23-026	MGAL	\$150.000	10.000	\$1,500.00	-10.000	-\$1,500.00	0.000	\$0.00
DUST CONTROL									
0270	23-027	ACRE	\$1,150.000	1.000	\$1,150.00	-1.000	-\$1,150.00	0.000	\$0.00
EROSION CONTROL MULCHING, CONVENTIONAL									
0290	23-029	CDAY	\$500.000	30.000	\$15,000.00	-23.000	-\$11,500.00	7.000	\$3,500.00
DEWATERING ACTIVE WORK AREA									
0370	23-037	TON	\$35.000	1,710.000	\$59,850.00	-377.300	-\$13,205.50	1,332.700	\$46,644.50
RIFFLE, ON-SITE HARVESTED SAND AND GRAVEL, MIX 1									
0380	23-038	TON	\$70.000	1,140.000	\$79,800.00	-141.290	-\$9,890.30	998.710	\$69,909.70
RIFFLE, CLASS C REVETMENT, RIP RAP, 75 LB STONE									

Line Number	Item ID	Unit	Unit Price	Current		Change		Revised	
				Quantity	Amount	Quantity	Amount	Quantity	Amount
0390	23-039	EACH	\$1,000.000	12.000	\$12,000.00	-8.000	-\$8,000.00	4.000	\$4,000.00
SWC/TRIB, ROCK STEP POOL INSTALLATION									
0400	23-040	TON	\$35.000	129.900	\$4,546.50	-129.900	-\$4,546.50	0.000	\$0.00
SWC/TRIB,ON-SITE HARVESTED SAND & GRAVEL, RIFFLE MIX 1									
0410	23-041	TON	\$70.000	587.000	\$41,090.00	-138.400	-\$9,688.00	448.600	\$31,402.00
SWC/TRIB,CLASS C REVETMENT, RIFFLE MIX 2									
0420	23-042	TON	\$100.000	316.000	\$31,600.00	-247.530	-\$24,753.00	68.470	\$6,847.00
SWC/TRIB, BOULDERS, MINIMUM 3' DIMENSION									
0430	23-043	EACH	\$5,000.000	3.000	\$15,000.00	-1.000	-\$5,000.00	2.000	\$10,000.00
J-HOOK VANE, INSTALLATION									
0440	23-044	TON	\$100.000	66.000	\$6,600.00	2.470	\$247.00	68.470	\$6,847.00
J-HOOK VANE, BOULDERS, MINIMUM 3' DIMENSION									
0480	23-048	LF	\$345.000	20.000	\$6,900.00	31.000	\$10,695.00	51.000	\$17,595.00
TREE TRUNK PROTECTION									
26 items			Totals		\$367,920.15		-\$100,287.77		\$267,632.38

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

Memo

TO: Honorable Mayor and City Council
FROM: Rai Tokuhisa, Water Resources Engineer
DATE: 13 NOV 2025
RE: Resolution Approving Change Order #4 – Iowa Earth Works -
Little Walnut Creek Stream Stabilization East of Alice's Road
- \$ (100,287.77)

Staff recommends approval of Change Order #4 to Iowa Earth Works for the project: Little Walnut Creek Stream Stabilization East of Alice's Road (Resolution 2023-365) to zero-sum for work completed.

The updated construction contract would be 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
Change Order #4:	\$	(100,287.77)
Final Construction Amount:	\$	735,290.18

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



Memo

TO: Mayor and Council members

FROM: Jim Hagelie, Engineering Services Administrator

DATE: November 13, 2025

RE: Resolution Approving Change Order #2 - Boulder Contracting, LLC -
NW 114th Street Bridge Repair Project - (-\$4,938.20)

SYNOPSIS:

Staff is recommending approval of Change Order #1 to Boulder Contracting for work performed on the above referenced project as follows:

Change Order #2 – (-\$4,938.20)

This Change Order balances the unit items on the project to account for overruns/underruns and arrive at a final contract amount. Work on the project is now complete and the final contract amount is \$161,069.46.

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

Attachments:

1. Resolution
2. Change Order #2

RESOLUTION NO. _____

RESOLUTION APPROVING CHANGE ORDER NO. 2
FOR BOULDER CONTRACTING, LLC
NW 114th STREET BRIDGE REPAIR PROJECT

WHEREAS, City staff has determined that it is necessary to make the changes set forth in Change Order No. 2 to the contract with Boulder Contracting, LLC in regard to the NW 114th Street Bridge Repair Project (the “Project”); and

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

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

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

PASSED AND APPROVED THIS ____ of _____, 2025.

CITY OF CLIVE, IOWA

By: _____
John Edwards, Mayor

ATTEST:

Matthew D. Graham, City Clerk



City of Clive

Change Order Details

NW 114th STREET BRIDGE REPAIR

Description	NW 114th St bridge repair.
Prime Contractor	Boulder Contracting, LLC 606 E 1st ST Grundy Center, IA 50638
Change Order	2
Status	Pending
Date Created	10/27/2025
Type	Changed Conditions
Summary	Minor underrun
Change Order Description	Minor underrun on deck and concrete repair.
Awarded Project Amount	\$154,007.66
Authorized Project Amount	\$166,007.66
Change Order Amount	-\$4,938.20
Revised Project Amount	\$161,069.46

Increases/Decreases

Line Number	Item ID	Unit	Unit Price	Current		Change		Revised	
				Quantity	Amount	Quantity	Amount	Quantity	Amount
Section: 1 - Description									
0010	2413-0698074	SY	\$478.000	14.200	\$6,787.60	-4.900	-\$2,342.20	9.300	\$4,445.40
DECK REPAIR, CLASS A									
0060	2426-6772016	SF	\$118.000	63.000	\$7,434.00	-22.000	-\$2,596.00	41.000	\$4,838.00
CONCRETE REPAIR									
2 items			Totals		\$14,221.60		-\$4,938.20		\$9,283.40

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: Jim Hagelie, Engineering Services Administrator

DATE: November 13, 2025

RE: Resolution Approving Change Order #2 - Des Moines Asphalt and Paving - Country Club Boulevard HMA Pavement Rehabilitation Project - (-\$1,951.75)

SYNOPSIS:

Staff is recommending approval of Change Order #2 to Des Moines Asphalt and Paving for work performed on the above referenced project as follows:

Change Order #2 – (-\$1,951.75)

This Change Order balances one final item on the project with an underrun to arrive at a final contract amount. Work on the project is now complete and the final contract amount is \$627,391.79.

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

Attachments:

1. Resolution
2. Change Order #2

RESOLUTION NO. _____

RESOLUTION APPROVING CHANGE ORDER NO. 2 FOR
DES MOINES ASPHALT & PAVING
COUNTRY CLUB BOULEVARD HMA PAVEMENT REHABILITATION PROJECT

WHEREAS, City staff has determined that it is necessary to make the changes set forth in Change Order No. 2 to the contract with Des Moines Asphalt & Paving in regard to the Country Club Boulevard HMA Pavement Rehabilitation Project (the “Project”); and

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

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

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

PASSED AND APPROVED THIS ____ of _____, 2025.

CITY OF CLIVE, IOWA

By: _____
John Edwards, Mayor

ATTEST:

Matthew D. Graham, City Clerk



City of Clive

Change Order Details

Country Club BLVD HMA Pavement Rehabilitation

Description	Full depth PCC patching and HMA overlay
Prime Contractor	Des Moines Asphalt and Paving 5550 NE 22nd St. , PO BOX 3365 Des Moines, IA 50316
Change Order	2
Status	Pending
Date Created	10/29/2025
Type	Changed Conditions
Summary	Balancing underrun items
Awarded Project Amount	\$626,036.25
Authorized Project Amount	\$629,343.54
Change Order Amount	-\$1,951.75
Revised Project Amount	\$627,391.79

Increases/Decreases

Line Number	Item ID	Unit	Unit Price	Current		Change		Revised	
				Quantity	Amount	Quantity	Amount	Quantity	Amount
Section: 1 - Description									
0220	25-018	SY	\$2.110	925.000	\$1,951.75	-925.000	-\$1,951.75	0.000	\$0.00
TEMPORARY RECP, TYPE 1									
1 item			Totals		\$1,951.75		-\$1,951.75		\$0.00

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: Jim Hagelie, Engineering Services Administrator

DATE: November 13, 2025

RE: Resolution Approving Change Order #2 - Iowa Signal, Inc. - Douglas Parkway and Berkshire Parkway Traffic Signalization Project - (-\$8,453.87)

SYNOPSIS:

Staff is recommending approval of Change Order #2 to Iowa Signal, Inc. for work performed on the above referenced project as follows:

Change Order #2 – (-\$8,453.87)

This Change Order balances the unit items on the project to account for overruns/underruns and arrive at a final contract amount. Work on the project is now complete and the final contract amount is \$249,453.03.

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

Attachments:

1. Resolution
2. Change Order #2

RESOLUTION NO. _____

RESOLUTION APPROVING CHANGE ORDER NO. 2
FOR IOWA SIGNAL, INC
DOUGLAS PARKWAY AND BERKSHIRE PARKWAY
TRAFFIC SIGNALIZATION PROJECT

WHEREAS, City staff has determined that it is necessary to make the changes set forth in Change Order No. 2 to the contract with Iowa Signal, Inc. in regard to the Douglas Parkway and Berkshire Parkway Traffic Signalization Project (the “Project”); and

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

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

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

PASSED AND APPROVED THIS ____ of _____, 2025.

CITY OF CLIVE, IOWA

By: _____
John Edwards, Mayor

ATTEST:

Matthew D. Graham, City Clerk



City of Clive

Change Order Details

Douglas and Berkshire Parkway Traffic Signals

Description	New Traffic signals
Prime Contractor	Iowa Signal, Inc. 3711 SE Capitol Cir. Grimes, IA 50111
Change Order	2
Status	Pending
Date Created	09/30/2025
Summary	Quantity balance
Awarded Project Amount	\$235,174.00
Authorized Project Amount	\$257,906.90
Change Order Amount	-\$8,453.87
Revised Project Amount	\$249,453.03

Increases/Decreases

Line Number	Item ID	Unit	Unit Price	Current		Change		Revised	
				Quantity	Amount	Quantity	Amount	Quantity	Amount
Section: 1 - Description									
0020	25-002	SY	\$100.000	61.200	\$6,120.00	-61.200	-\$6,120.00	0.000	\$0.00
Subgrade Treatment, Cement Stabilization									
0040	25-004	LF	\$30.000	115.000	\$3,450.00	-115.000	-\$3,450.00	0.000	\$0.00
Subdrain, Type 1, 6 in.									
0050	25-005	SY	\$98.500	194.900	\$19,197.65	15.790	\$1,555.32	210.690	\$20,752.97
Pavement, PCC, 9 in									
0060	25-006	SY	\$15.000	236.700	\$3,550.50	-10.020	-\$150.30	226.680	\$3,400.20
Removal of Sidewalk									
0070	25-007	SY	\$63.500	232.000	\$14,732.00	-10.020	-\$636.27	221.980	\$14,095.73
Sidewalk, PCC, 6 in.									
0090	25-009	SY	\$22.000	127.900	\$2,813.80	15.790	\$347.38	143.690	\$3,161.18
Pavement Removals									
6 items			Totals		\$49,863.95		-\$8,453.87		\$41,410.08

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



Memo

TO: Mayor and Council members

FROM: Jonathan Cygan, Civil Engineer

DATE: November 13, 2025

RE: Resolution Approving Change Order #8 - Alliance Construction Group - NW 114th Street Reconstruction - (-\$31,695.70)

SYNOPSIS:

Staff is recommending approval of Change Order #8 in the amount of -\$31,695.70 to Alliance Construction Group for work performed on the above referenced project.

The change order covers quantity underruns. Sod is the only remaining quantity to be finalized and is expected to be over the current bid quantity.

A breakdown of the contract status is as follows:

Previously Amended Contract Amount	- \$1,389,273.09
Change Order #8	- <u>-\$31,695.70</u>
Revised Contract Amount	- \$1,357,577.39

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

Attachments:

1. Resolution - Change Order No. 8
2. Change Order #8

RESOLUTION NO. _____

RESOLUTION APPROVING CHANGE ORDER NO. 8
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. 8 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. 8 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. 8 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. 8 on behalf of the City of Clive, Iowa.

PASSED AND APPROVED THIS _____ day of _____, 2025.

By: _____
John Edwards, Mayor

ATTEST:

By: _____
Matthew D. Graham, City Clerk



City of Clive

Change Order Details

NW 114TH STREET RECONSTRUCTION

Description	Road reconstruction from 200' west of Nw 111th to walnut creek bridge.
Prime Contractor	Alliance Construction Group, LLC 9400 Plum Dr. Urbandale, IA 50322
Change Order	8
Status	Pending
Date Created	10/28/2025
Type	Changed Conditions
Summary	Balancing items
Change Order Description	Balancing overrun and underrun quantities
Awarded Project Amount	\$1,349,523.50
Authorized Project Amount	\$1,389,273.09
Change Order Amount	-\$31,695.70
Revised Project Amount	\$1,357,577.39

Increases/Decreases

Line Number	Item ID	Unit	Unit Price	Current		Change		Revised	
				Quantity	Amount	Quantity	Amount	Quantity	Amount
Section: 1 - Description									
0040	24-004	TON	\$330.000	234.000	\$77,220.00	-5.340	-\$1,762.20	228.660	\$75,457.80
SUBGRADE TREATMENT,8% CEMENT									
0120	24-012	LF	\$23.000	2,176.000	\$50,048.00	-488.000	-\$11,224.00	1,688.000	\$38,824.00
SUBDRAIN, TYPE 2, PVC, 8"									
0230	24-023	EA	\$1,580.000	1.000	\$1,580.00	-1.000	-\$1,580.00	0.000	\$0.00
FIRE HYDRANT ASSEMBLY ADJUSTMENT									
0490	24-049	LF	\$3.000	2,608.000	\$7,824.00	-497.000	-\$1,491.00	2,111.000	\$6,333.00
FILTER SOCK, 12", INSTALLATION									
0500	24-050	LF	\$0.500	2,608.000	\$1,304.00	-497.000	-\$248.50	2,111.000	\$1,055.50
FILTER SOCK, 12", MAINTENANCE AND REMOVAL									
0510	24-051	TON	\$50.000	100.000	\$5,000.00	-100.000	-\$5,000.00	0.000	\$0.00
STABILIZED CONSTRUCTION ENTRANCE									
0520	24-052	MGAL	\$100.000	100.000	\$10,000.00	-100.000	-\$10,000.00	0.000	\$0.00
DUST CONTROL, WATER									
0530	24-053	AC	\$2,500.000	2.000	\$5,000.00	-0.756	-\$1,890.00	1.244	\$3,110.00
EROSION CONTROL MULCHING									
8 items	Totals				\$157,976.00		-\$33,195.70		\$124,780.30

New Items

Line Number	Item ID	Unit	Quantity	Unit Price	Extension
Section: 1 - Description					
0680	25-100	LS	1.000	\$1,500.000	\$1,500.00
SWPPP-Management					
1 item					Total: \$1,500.00

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



Memo

TO: Mayor and Council members

FROM: Matt McQuillen, City Manager

DATE: November 13, 2025

RE: Approve Pay Request #1 - DCI Group - City Hall Remodel Phase 2 Project - \$36,924.34

SYNOPSIS:

Staff recommends approval of Pay Request #1 to DCI Group for construction management services completed to date for Phase 2 of the City Hall Remodel Project. Demolition work in the Phase 2 area is near completion and initial rough-in work has started.

Construction Management Services (Fee and Staff Costs)

Estimated Contract Amount \$ 277,201.96 (Contract Approved 8/28/25)

Pay Request #1 \$ 24,195.19

Balance Remaining \$ 253,006.77

General Conditions/Reimbursements

Estimated Contract Amount \$ 66,108.99 (Contract Approved 8/28/25)

Pay Request #1 \$ 12,729.15

Balance Remaining \$ 53,379.84

Total – Pay Request #1 \$ 36,924.34

Acct # 350-5750-6407

Attachments:

1. DCI Group - Phase 2 CMA - Pay App 1 11-13-25



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

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

INVOICE # 3

Date: 9/30/2025
Invoice #: 25-011-03

CM Services performed:
Clive City Hall - Phase 2

Period Completed:
September 2025

Vendor:	Description	Amount
DCI Group	Construction	\$ 19,835.20
DCI Group	Fee	\$ 4,359.99
DCI Group	Project Reimbursables	\$ 12,729.15
TOTAL DUE:		<u><u>\$ 36,924.34</u></u>

By: _____

Date: _____

DCI GROUP						App # : 3	
						App Date: September-25	
Description of Work	Scheduled Value	Changes	Revised Value	WORK COMPLETED		Total Completed	Balance Remaining
				Previous	This Period		
Clive City Hall - Phase 2							
Construction - Staff	\$ 237,962.08	\$ -	\$ 237,962	\$ -	\$ 19,835.20	\$ 19,835.20	\$ 218,126.88
CM Fee	\$ 39,239.88	\$ -	\$ 39,240	\$ -	\$ 4,359.99	\$ 4,359.99	\$ 34,879.89
Reimbursables	\$ 66,108.99	\$ -	\$ 66,109	\$ -	\$ 12,729.15	\$ 12,729.15	\$ 53,379.84
TOTAL	\$ 343,310.95	\$ -	\$ 343,310.95	\$ -	\$ 36,924.34	\$ 36,924.34	\$ 306,386.61

Clive City Hall - Phase 2								
Construction								
Personnel	Hourly Rate	Contract	Previous	This Period	Total	Balance	Cost	
Project Executive	\$ 142.00	156	0	17.6	17.6	138	\$	2,499.20
Project Superintendent	\$ 118.00	567	0	0	0	567	\$	-
Project Manager	\$ 112.00	738	0	88	88	650	\$	9,856.00
Project Engineer	\$ 85.00	780	0	88	88	692	\$	7,480.00
Total							\$	19,835.20

Reimbursables			
Vendor	Description	Invoice #	Amount
DCI Group	Project Software		\$ 2,615.99
DCI Group	Safety		\$ 500.00
DCI Group	Truck/Fuel		\$ 1,350.00
Beeline Blue	Specs/Plan Printing	52350	\$ 1,954.68
Beeline Blue	Specs/Plan Printing	52406	\$ 193.38
Beeline Blue	Specs/Plan Printing	51275	\$ 5,730.20
A King's Throne	Portable Toilet	164522	\$ 320.70
Conn Custom Apparel	Safety Signage	250909	\$ 64.20
Total			\$ 12,729.15



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

Invoice

Date	Invoice #
9/23/2025	CRO164522

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

Service Address
DCI Group Clive City Hall 1900 Northwest 114th Street Clive, Iowa 50325

P.O. No.	Terms	Due Date
Job# 25011	Net 28	10/21/2025

Quantity	Description	Rate	Amount
2	Delivery of Construction Unit on 09/22/2025	50.00	100.00
2	Service of Construction Unit (9/22/2025 to 10/19/2025)	90.00	180.00
2	Rental of Construction Unit (9/22/2025 to 10/19/2025)	5.00	10.00T
2	Environmental Fee	15.00	30.00
	Sales Tax	7.00%	0.70
To Pay Online www.akingsthroner.com			

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

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

Payments/Credits	\$0.00
Total	\$320.70
Balance Due	\$320.70



Invoice

Beeline + Blue
2507 Ingersoll Ave
Des Moines, IA 50312
T +1515.244.1611
www.beelineandblue.com

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

Attention: Janae Brown
Customer: #17281
Phone: (515) 244-5043

Invoice No.	INV051275
Pages	1 of 4
P.O. NO	24811002
Issue Date	08/06/25

Due Date	09/05/25
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Amount Due	\$5730.20
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Invoice Summary

City of Clive City Hall Renovation Phase 2 - 24811002\Specs

Quote No. Q059012 Job No. J051724-01	Size	Quantity	Amount
DCI Group\250711 City of Clive City Hall Renovation Phase 2 - 24811002\Specs	8.5x11	15	\$1,014.55
PROJECT NAME: City of Clive City Hall Renovation Phase 2 - 24811002\Specs			

Number, Bagging & Wrapping	8.5x11	1	\$67.50
PROJECT NAME: City of Clive City Hall Renovation Phase 2 - 24811002\Specs			

City of Clive City Hall Renovation Phase 2 - 24811002\Plans

Quote No. Q059012 Job No. J051724-01	Size	Quantity	Amount
DCI Group\250711 City of Clive City Hall Renovation Phase 2 - 24811002\Plans	30x42	15	\$1,515.94
PROJECT NAME: City of Clive City Hall Renovation Phase 2 - 24811002\Plans			

ATTENTION: Beginning July 1, 2025, Beeline + Blue will begin charging a 3% convenience fee for all credit card payments. If you use a credit card to pay Beeline + Blue, you can avoid incurring this fee by using the alternative method, ACH (Automated Clearing House), which remains surcharge free.
If you'd like to update your payment method, feel free to reach out to ap@beelineandblue.com.

To receive email invoices and statements please send an email with the contact information to ap@beelineandblue.com.
Thank you for your business! Questions or concerns about this invoice? Please call (515) 244-1611 Ext 2224.

PAYMENT TERMS
30 Days from invoice date



Invoice

Beeline + Blue
2507 Ingersoll Ave
Des Moines, IA 50312
T +1515.244.1611
www.beelineandblue.com

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

Attention: Janae Brown
Customer: #17281
Phone: (515) 244-5043

Invoice No.	INV051275
Pages	2 of 4
P.O. NO	24811002
Issue Date	08/06/25

Due Date	09/05/25
-----------------	-----------------

Amount Due	\$5730.20
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City of Clive City Hall Renovation Phase 2 - 24811002\250724 Add 1 Email Addendum

Quote No. Q059012	Job No. J051724-01	Size	Quantity	Amount
DCI Group\250711 City of Clive City Hall Renovation Phase 2 - 24811002\250724 Add 1		Digital Services	161	\$120.75

PROJECT NAME: City of Clive City Hall Renovation Phase 2 - 24811002\250724 Add 1 Email Addendum

City of Clive City Hall Renovation Phase 2 - 24811002\250731 Add 2 Email Addendum

Quote No. Q059012	Job No. J051724-01	Size	Quantity	Amount
DCI Group\250711 City of Clive City Hall Renovation Phase 2 - 24811002\250731 Add 2		Digital Services	188	\$141.00

PROJECT NAME: City of Clive City Hall Renovation Phase 2 - 24811002\250731 Add 2 Email Addendum

ATTENTION: Beginning July 1, 2025, Beeline + Blue will begin charging a 3% convenience fee for all credit card payments. If you use a credit card to pay Beeline + Blue, you can avoid incurring this fee by using the alternative method, ACH (Automated Clearing House), which remains surcharge free.

If you'd like to update your payment method, feel free to reach out to ap@beelineandblue.com.

To receive email invoices and statements please send an email with the contact information to ap@beelineandblue.com. Thank you for your business! Questions or concerns about this invoice? Please call (515) 244-1611 Ext 2224.

PAYMENT TERMS
30 Days from invoice date



Invoice

Beeline + Blue
2507 Ingersoll Ave
Des Moines, IA 50312
T +1515.244.1611
www.beelineandblue.com

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

Attention: Janae Brown
Customer: #17281
Phone: (515) 244-5043

Invoice No.	INV051275
Pages	3 of 4
P.O. NO	24811002
Issue Date	08/06/25

Due Date	09/05/25
-----------------	-----------------

Amount Due	\$5730.20
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City of Clive City Hall Renovation Phase 2 - 24811002 Digital Planroom Fee

Quote No. Q059012	Job No. J051724-01	Size	Quantity	Amount
DCI Group\250711 City of Clive City Hall Renovation Phase 2 - 24811002		Digital Services	1	\$2,500.00

Includes all uploads/downloads of plans, specs, and addendums.

PROJECT NAME: City of Clive City Hall Renovation Phase 2 - 24811002 Digital Planroom Fee

City of Clive City Hall Renovation Phase 2 - 24811002 Small Format Download

Quote No. Q059012	Job No. J051724-01	Size	Quantity	Amount
DCI Group\250711 City of Clive City Hall Renovation Phase 2 - 24811002		8.5x11	85360	\$0.00

PROJECT NAME: City of Clive City Hall Renovation Phase 2 - 24811002 Small Format Download

ATTENTION: Beginning July 1, 2025, Beeline + Blue will begin charging a 3% convenience fee for all credit card payments. If you use a credit card to pay Beeline + Blue, you can avoid incurring this fee by using the alternative method, ACH (Automated Clearing House), which remains surcharge free.

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PAYMENT TERMS
30 Days from invoice date



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

Attention: Janae Brown
Customer: #17281
Phone: (515) 244-5043

Invoice No.	INV051275
Pages	4 of 4
P.O. NO	24811002
Issue Date	08/06/25

Due Date	09/05/25
-----------------	-----------------

Amount Due	\$5730.20
-------------------	------------------

City of Clive City Hall Renovation Phase 2 - 24811002 Large Format Download

Quote No. Q059012	Job No. J051724-01	Size	Quantity	Amount
DCI Group\250711 City of Clive City Hall Renovation Phase 2 - 24811002		30x42	5823	\$0.00

PROJECT NAME: City of Clive City Hall Renovation Phase 2 - 24811002 Large Format Download

Subtotal	\$5359.74
Tax	\$370.46
Total Price	\$5,730.20

Ship To: Josip Juric, DCI Group, 220 SE 6th St., Suite 200, Des Moines, IA 50309, United States

ATTENTION: Beginning July 1, 2025, Beeline + Blue will begin charging a 3% convenience fee for all credit card payments. If you use a credit card to pay Beeline + Blue, you can avoid incurring this fee by using the alternative method, ACH (Automated Clearing House), which remains surcharge free.
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PAYMENT TERMS
30 Days from invoice date



Invoice

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Des Moines, IA 50312
T +1515.244.1611
www.beelineandblue.com

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

Attention: Janae Brown
Customer: #17281
Phone: (515) 244-5043

Invoice No.	INV052350
Pages	1 of 4
P.O. NO	24811002
Issue Date	09/17/25

Due Date	10/17/25
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Amount Due	\$1954.68
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Invoice Summary

City of Clive City Hall Renovation Phase 2 BP 2 REBID - 24811002\Specs

Quote No. Q060167 Job No. J052827-01	Size	Quantity	Amount
DCI Group\250829 City of Clive City Hall Renovation Phase 2 BP 2 REBID - 24811002\Specs	8.5x11	1	\$33.27

PROJECT NAME: City of Clive City Hall Renovation Phase 2 BP 2
REBID - 24811002\Specs

Number, Bagging & Wrapping	8.5x11	1	\$4.50
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PROJECT NAME: City of Clive City Hall Renovation Phase 2 BP 2
REBID - 24811002\Specs

City of Clive City Hall Renovation Phase 2 BP 2 REBID - 24811002\Plans

Quote No. Q060167 Job No. J052827-01	Size	Quantity	Amount
DCI Group\250829 City of Clive City Hall Renovation Phase 2 BP 2 REBID - 24811002\Plans	30x42	1	\$233.89

PROJECT NAME: City of Clive City Hall Renovation Phase 2 BP 2
REBID - 24811002\Plans

ATTENTION: Beginning July 1, 2025, Beeline + Blue will begin charging a 3% convenience fee for all credit card payments. If you use a credit card to pay Beeline + Blue, you can avoid incurring this fee by using the alternative method, ACH (Automated Clearing House), which remains surcharge free.

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PAYMENT TERMS
30 Days from invoice date



Invoice

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2507 Ingersoll Ave
Des Moines, IA 50312
T +1515.244.1611
www.beelineandblue.com

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

Attention: Janae Brown
Customer: #17281
Phone: (515) 244-5043

Invoice No.	INV052350
Pages	2 of 4
P.O. NO	24811002
Issue Date	09/17/25

Due Date	10/17/25
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Amount Due	\$1954.68
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City of Clive City Hall Renovation Phase 2 BP 2 REBID - 24811002\Add 1

Quote No. Q060167	Job No. J052827-01	Size	Quantity	Amount
DCI Group\250829 City of Clive City Hall Renovation Phase 2 BP 2 REBID - 24811002\Add 1		8.5x11	1	\$0.90

PROJECT NAME: City of Clive City Hall Renovation Phase 2 BP 2 REBID - 24811002\Add 1

City of Clive City Hall Renovation Phase 2 BP 2 REBID - 24811002\Add 2\Small Format

Quote No. Q060167	Job No. J052827-01	Size	Quantity	Amount
DCI Group\250829 City of Clive City Hall Renovation Phase 2 BP 2 REBID - 24811002\Add 2\Small Format		8.5x11	1	\$3.51

PROJECT NAME: City of Clive City Hall Renovation Phase 2 BP 2 REBID - 24811002\Add 2\Small Format

City of Clive City Hall Renovation Phase 2 BP 2 REBID - 24811002\Add 2\Plans

Quote No. Q060167	Job No. J052827-01	Size	Quantity	Amount
DCI Group\250829 City of Clive City Hall Renovation Phase 2 BP 2 REBID - 24811002\Add 2\Plans		30x42	1	\$51.03

PROJECT NAME: City of Clive City Hall Renovation Phase 2 BP 2 REBID - 24811002\Add 2\Plans

ATTENTION: Beginning July 1, 2025, Beeline + Blue will begin charging a 3% convenience fee for all credit card payments. If you use a credit card to pay Beeline + Blue, you can avoid incurring this fee by using the alternative method, ACH (Automated Clearing House), which remains surcharge free.

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DCI Group
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Suite 200
Des Moines IA 50309

Attention: Janae Brown
Customer: #17281
Phone: (515) 244-5043

Invoice No.	INV052350
Pages	3 of 4
P.O. NO	24811002
Issue Date	09/17/25

Due Date	10/17/25
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Amount Due	\$1954.68
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City of Clive City Hall Renovation Phase 2 BP 2 REBID - 24811002 Digital Planroom Fee

Quote No. Q060167	Job No. J052827-01	Size	Quantity	Amount
DCI Group\250829 City of Clive City Hall Renovation Phase 2 BP 2 REBID - 24811002		Digital Services	1	\$1,500.00

Includes all uploads/downloads of plans, specs, and addendums.

PROJECT NAME: City of Clive City Hall Renovation Phase 2 BP 2 REBID - 24811002 Digital Planroom Fee

City of Clive City Hall Renovation Phase 2 BP 2 REBID - 24811002 Small Format Download

Quote No. Q060167	Job No. J052827-01	Size	Quantity	Amount
DCI Group\250829 City of Clive City Hall Renovation Phase 2 BP 2 REBID - 24811002		8.5x11	6508	\$0.00

PROJECT NAME: City of Clive City Hall Renovation Phase 2 BP 2 REBID - 24811002 Small Format Download

ATTENTION: Beginning July 1, 2025, Beeline + Blue will begin charging a 3% convenience fee for all credit card payments. If you use a credit card to pay Beeline + Blue, you can avoid incurring this fee by using the alternative method, ACH (Automated Clearing House), which remains surcharge free.

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PAYMENT TERMS
30 Days from invoice date



Invoice

Beeline + Blue

2507 Ingersoll Ave
Des Moines, IA 50312
T +1515.244.1611
www.beelineandblue.com

DCI Group

220 SE 6th St.
Suite 200
Des Moines IA 50309

Attention: Janae Brown

Customer: #17281

Phone: (515) 244-5043

Invoice No.	INV052350
Pages	4 of 4
P.O. NO	24811002
Issue Date	09/17/25

Due Date	10/17/25
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Amount Due	\$1954.68
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City of Clive City Hall Renovation Phase 2 BP 2 REBID - 24811002 Large Format Download

Quote No. Q060167	Job No. J052827-01	Size	Quantity	Amount
DCI Group\250829 City of Clive City Hall Renovation Phase 2 BP 2 REBID - 24811002		30x42	1045	\$0.00

PROJECT NAME: City of Clive City Hall Renovation Phase 2 BP 2
REBID - 24811002 Large Format Download

Subtotal	\$1827.10
Tax	\$127.58
Total Price	\$1,954.68

Ship To: Josip Juric, DCI Group, 220 SE 6th St., Suite 200, Des Moines, IA 50309, United States

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PAYMENT TERMS
30 Days from invoice date



Invoice

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2507 Ingersoll Ave
Des Moines, IA 50312
T +1515.244.1611
www.beelineandblue.com

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

Attention: Janae Brown
Customer: #17281
Phone: (515) 244-5043

Invoice No.	INV052406
Pages	1 of 1
P.O. NO	
Issue Date	09/18/25

Due Date	10/18/25
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Amount Due	\$193.38
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Invoice Summary

City of Clive - City Hall Renovation - Phase 2

Quote No. Q060293	Job No. J052872	Size	Quantity	Amount
DCI Group\250918 City of Clive - City Hall Renovation - Phase 2		30x42	1	\$173.25

Print one (1) copy of 55 originals at 30x42 in black and white on 20# bond paper.

Ordered by: Josip Jurie

Deliver to DCI Group

PROJECT NAME: City of Clive - City Hall Renovation - Phase 2

Shipping	30x42	1	\$8.00
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Subtotal	\$181.25
Tax	\$12.13
Total Price	\$193.38

Ship To: Josip Juric, DCI Group, 220 SE 6th St., Suite 200, Des Moines, IA 50309, United States

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Thank you for your business! Questions or concerns about this invoice? Please call (515) 244-1611 Ext 2224.

PAYMENT TERMS
30 Days from invoice date

[illegible]



Memo

TO: Mayor and Council members

FROM: Matt McQuillen, City Manager

DATE: November 13, 2025

RE: Approve Pay Request #1 - Elite Fire Sprinkler - City Hall Remodel
Phase 2 Project - \$8,584.50

SYNOPSIS:

Staff is recommending approval of pay request #1 to Elite Fire Sprinkler Systems for construction completed on phase 2 of the City Hall Renovation Project. Elite Fire is responsible for Prime Contract #5 – Fire Sprinkler. The pay request was reviewed by the City's Construction Manager and Architect prior to this consideration for approval.

Prime Construction Contract #5 – Fire Sprinkler

Contract Amount	\$	26,400.00	Contract Approved 8/28/25
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Pay Request #1	\$	8,584.50
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Balance Remaining	\$	17,815.50
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3% Retainage Held	\$	265.50
-------------------	----	--------

Total – Pay Request #1	\$	8,584.50
-------------------------------	-----------	-----------------

Acct # 350-5750-6799

Attachments:

1. Clive City Hall P2 - Elite Fire Pay App 1

TO CONTRACTOR:

PROJECT:

Clive City Hall - Phase 2
1900 NW 114th St
Clive, Iowa 50325

APPLICATION NO: 1

INVOICE NO: Pay App 1

PERIOD: 10/01/25 - 10/31/25

PROJECT NO: 25011

CONTRACT NO: SC-005 City Hall Phase 2

CONTRACT DATE: 08/28/2025

CERTIFICATE DATE: 11/05/2025

SUBMITTED DATE:

FROM SUBCONTRACTOR:

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

SUBCONTRACT FOR: BP#5 Fire Sprinkler

SUBCONTRACTOR'S APPLICATION FOR PAYMENT

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

1.	Original Contract Sum		\$26,400.00
2.	Net change by change orders		\$0.00
3.	Contract Sum to date (Line 1 ± 2)		\$26,400.00
4.	Total completed and stored to date (Column G on detail sheet)		\$8,850.00
5.	Retainage:		
	a. 3.00% of completed work	\$265.50	
	b. 0.00% of stored material	\$0.00	
	Total retainage (Line 5a + 5b or total in column I of detail sheet)		\$265.50
6.	Total earned less retainage (Line 4 less Line 5 Total)		\$8,584.50
7.	Less previous certificates for payment (Line 6 from prior certificate)		\$0.00
8.	Current payment due:		\$8,584.50
9.	Balance to finish, including retainage (Line 3 less Line 6)		\$17,815.50

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: Elite Fire Sprinkler Systems, Inc

By: _____

State of: _____

County of: _____

Subscribed and sworn to before
me this _____ day of _____

Notary Public: _____

My commission expires: _____



PM Review

11/3/2025 at 9:55 AM CST

Decision Type

First responder decides ?

Result

Responders agree

Responded

▼ PM



✓ Drew Johnson:

Secondary Review



Secondary Review

11/3/2025 at 1:06 PM CST

Decision Type

First responder decides ?

Result

Responders agree

Responded

▼ Designer



✓ Thomas Thatcher: Approve



Approved

11/3/2025 at 1:06 PM CST

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: 1
APPLICATION DATE: 10/25/2025
PERIOD: 10/01/25 - 10/31/25

Contract Lines

A		B	C	D	E	F	G		H	I
ITEM NO.	BUDGET CODE	DESCRIPTION OF WORK	SCHEDULED VALUE	APPROVED WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	%(G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
				FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
1	21-210000.000.Subcontract BP#5 - Fire Sprinkler	Engineering	\$3,000.00	\$0.00	\$3,000.00	\$0.00	\$3,000.00	100.00%	\$0.00	\$90.00
2	21-210000.000.Subcontract BP#5 - Fire Sprinkler	Material	\$10,400.00	\$0.00	\$2,600.00	\$0.00	\$2,600.00	25.00%	\$7,800.00	\$78.00
3	21-210000.000.Subcontract BP#5 - Fire Sprinkler	Labor	\$13,000.00	\$0.00	\$3,250.00	\$0.00	\$3,250.00	25.00%	\$9,750.00	\$97.50
TOTALS:			\$26,400.00	\$0.00	\$8,850.00	\$0.00	\$8,850.00	33.52%	\$17,550.00	\$265.50

Grand Totals

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	APPROVED WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
GRAND TOTALS:		\$26,400.00	\$0.00	\$8,850.00	\$0.00	\$8,850.00	33.52%	\$17,550.00	\$265.50

**AIA Type Document
Application and Certification for Payment**

Page 1 of 2

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

PROJECT: Clive City Hall Ph 2
1900 NW 114th St
Clive, IA 50325

APPLICATION NO: 1
PERIOD TO: 10/25/2025

DISTRIBUTION TO:
_ OWNER
_ ARCHITECT
_ CONTRACTOR

FROM (CONTRACTOR): Elite Fire Sprinkler Systems, Inc.
1525 Ketelsen Dr
Suite 100
Hiawatha, IA 52233

VIA (ARCHITECT):

**ARCHITECT'S
PROJECT NO:**

CONTRACT FOR: 70-0071-25

CONTRACT DATE:

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM\$ 26,400.00

2. Net Change by Change Orders\$ 0.00

3. CONTRACT SUM TO DATE (Line 1 + 2)\$ 26,400.00

4. TOTAL COMPLETED AND STORED TO DATE\$ 8,850.00

5. RETAINAGE:

a. 3.00 % of Completed Work \$ 265.50

b. 0.00 % of Stored Material \$ 0.00

Total retainage (Line 5a + 5b)\$ 265.50

6. TOTAL EARNED LESS RETAINAGE\$ 8,584.50
(Line 4 less Line 5 Total)

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT
(Line 6 from prior Certificate)\$ 0.00

8. CURRENT PAYMENT DUE\$ 8,584.50

9. BALANCE TO FINISH, INCLUDING RETAINAGE
(Line 3 less Line 6) \$ 17,815.50

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	0.00	0.00
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: Elite Fire Sprinkler Systems, Inc.
1525 Ketelsen Dr Suite 100
Hiawatha, IA 52233

By: 
Joshua Pearson / Area Manager

Date: 10/13/25

State of: IA

County of: Polk

Subscribed and Sworn to before me this _____ Day of _____ 20____

Notary Public:

My Commission Expires :

ARCHITECT'S CERTIFICATE FOR PAYMENT

In Accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to 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 to the amount certified.)

ARCHITECT:

By: _____ Date: _____

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

AIA Type Document
Application and Certification for Payment

Page 2 of 2

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

PROJECT: Clive City Hall Ph 2
1900 NW 114th St
Clive, IA 50325

APPLICATION NO: 1
PERIOD TO: 10/25/2025

DISTRIBUTION
TO:
_ **OWNER**
_ **ARCHITECT**
_ **CONTRACTOR**

FROM (CONTRACTOR): Elite Fire Sprinkler Systems, Inc.
1525 Ketelsen Dr
Suite 100
Hiawatha, IA 52233

VIA (ARCHITECT):

ARCHITECT'S
PROJECT NO:

CONTRACT FOR: 70-0071-25

CONTRACT DATE:

ITEM	DESCRIPTION	SCHEDULE VALUE	PREVIOUS APPLICATIONS	COMPLETED THIS PERIOD	STORED MATERIAL	COMPLETED STORED	%	BALANCE	RETAINAGE
1	Engineering	3,000.00	0.00	3,000.00	0.00	3,000.00	100.00	0.00	90.00
2	Material	10,400.00	0.00	2,600.00	0.00	2,600.00	25.00	7,800.00	78.00
3	Labor	13,000.00	0.00	3,250.00	0.00	3,250.00	25.00	9,750.00	97.50
REPORT TOTALS		\$26,400.00	\$0.00	\$8,850.00	\$0.00	\$8,850.00	33.52	\$17,550.00	\$265.50

CONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT

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

Identifying Information

Name of Claimant: Elite Fire Sprinkler Systems

Name of Customer: DCI Group

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

Owner: The City of Clive

Through Date: 10/31/25

Conditional Waiver and Release

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

Maker of Check: DCI Group

Amount of Check: \$ 8,584.50

Check Payable To: Elite Fire Sprinkler Systems

Exceptions

This document does not affect any of the following:

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

Signature

Claimant's Signature: 

Claimant's Title: Area Manager

Date of Signature: 10/13/25



Memo

TO: Mayor and Council members

FROM: Matt McQuillen, City Manager

DATE: November 13, 2025

RE: Approve Pay Request #1 - Elite Glass and Metal - City Hall Remodel
Phase 2 Project - \$9,513.18

SYNOPSIS:

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

Prime Construction Contract #2 – Aluminum Openings & Glazing

Contract Amount	\$ 135,370.00	Contract Approved 9/25/25
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Pay Request #1	\$ 9,513.18
-----------------------	--------------------

Balance Remaining	\$ 125,856.82
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3% Retainage Held	\$ 294.22
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Total – Pay Request #1	\$ 9,513.18
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Acct # 350-5750-6799

Attachments:

1. Clive City Hall P2 - Elite Glass Pay App 1

TO CONTRACTOR:

PROJECT:

Clive City Hall - Phase 2
1900 NW 114th St
Clive, Iowa 50325

APPLICATION NO: 1

INVOICE NO: 1

PERIOD: 10/01/25 - 10/31/25

PROJECT NO: 25011

CONTRACT NO: SC-002 City Hall Phase 2

CONTRACT DATE: 09/25/2025

CERTIFICATE DATE: 11/05/2025

SUBMITTED DATE:

FROM SUBCONTRACTOR:

Elite Glass and Metal
4945 NW 57th Ave. Suite 1
Johnston, Iowa 50131

SUBCONTRACT FOR: BP#2 - Elite Glass

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	\$135,370.00
2.	Net change by change orders	\$0.00
3.	Contract Sum to date (Line 1 ± 2)	\$135,370.00
4.	Total completed and stored to date (Column G on detail sheet)	\$9,807.40
5.	Retainage:	
	a. 3.00% of completed work	\$294.22
	b. 0.00% of stored material	\$0.00
	Total retainage (Line 5a + 5b or total in column I of detail sheet)	\$294.22
6.	Total earned less retainage (Line 4 less Line 5 Total)	\$9,513.18
7.	Less previous certificates for payment (Line 6 from prior certificate)	\$0.00
8.	Current payment due:	\$9,513.18
9.	Balance to finish, including retainage (Line 3 less Line 6)	\$125,856.82

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: Elite Glass and Metal

By: _____

State of: _____

County of: _____

Subscribed and sworn to before
me this _____ day of _____

Notary Public: _____

My commission expires: _____



PM Review

11/3/2025 at 9:51 AM CST

Decision Type

First responder decides ?

Result

Responders agree

Responded

✓ PM



✓ Drew Johnson:
Secondary Review



Secondary Review

11/4/2025 at 12:27 PM CST

Decision Type

First responder decides ?

Result

Responders agree

Responded

✓ Designer



✓ Thomas Thatcher: Approve



Approved

11/4/2025 at 12:27 PM CST

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: 1
APPLICATION DATE: 10/25/2025
PERIOD: 10/01/25 - 10/31/25

Contract Lines

A		B	C	D	E	F	G		H	I
ITEM NO.	BUDGET CODE	DESCRIPTION OF WORK	SCHEDULED VALUE	APPROVED WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
				FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
1	8-88000.000.Subcontract BP#2 Glazing & Aluminum Frames	Bond	\$2,307.40	\$0.00	\$2,307.40	\$0.00	\$2,307.40	100.00%	\$0.00	\$69.22
2	8-88000.000.Subcontract BP#2 Glazing & Aluminum Frames	Submittals/Closeout	\$5,000.00	\$0.00	\$2,500.00	\$0.00	\$2,500.00	50.00%	\$2,500.00	\$75.00
3	8-88000.000.Subcontract BP#2 Glazing & Aluminum Frames	Demo	\$10,000.00	\$0.00	\$5,000.00	\$0.00	\$5,000.00	50.00%	\$5,000.00	\$150.00
4	8-88000.000.Subcontract BP#2 Glazing & Aluminum Frames	Labor	\$58,610.60	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$58,610.60	\$0.00
5	8-88000.000.Subcontract BP#2 Glazing & Aluminum Frames	Glass	\$8,638.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$8,638.00	\$0.00
6	8-88000.000.Subcontract BP#2 Glazing & Aluminum Frames	Metal	\$14,670.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$14,670.00	\$0.00
7	8-88000.000.Subcontract BP#2 Glazing & Aluminum Frames	Hardware	\$36,144.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$36,144.00	\$0.00
TOTALS:			\$135,370.00	\$0.00	\$9,807.40	\$0.00	\$9,807.40	7.24%	\$125,562.60	\$294.22

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:		\$135,370.00	\$0.00	\$9,807.40	\$0.00	\$9,807.40	7.24%	\$125,562.60	\$294.22

Application and Certificate for Payment

To Owner: DCI Group
220 SE 6th St., Suite 200
Des Moines, IA 50309

Project: CLIVE CITY HALL PHASE 2
1900 NW 114TH STREET
CLIVE, IA 50325

Application No: 1
Invoice No: 8289
Period To: 10/31/2025
Contract For: GLASS & GLAZING

Contract Date: 9/22/2025
Project Nos:

From Contractor: ELITE GLASS AND METAL LLC
4945 NW 57th Ave Suite 1
Johnston, IA 50131

Via Architect:

CONTRACTOR'S APPLICATION FOR PAYMENT

1) Original Contract Sum.....135,370.00
2) Net change by Change Orders.....0.00
3) Contract Sum to Date135,370.00
4) Completed and Stored to Date.....9,807.40
5) Retainage:
 a. Completed Work294.22
 b. Stored Material.....0.00
 Total Retainage.....294.22
6) Total Earned less Retainage9,513.18
7) Less Previous Certificates for Payment.....0.00
8) Current Payment Due9,513.18
9) Balance to Finish, including Retainage125,856.82

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	0.00	0.00
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.

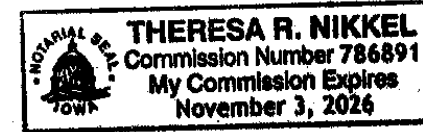
CONTRACTOR: Elite Glass and Metal

By: [Signature] Date: 10/21/2025
State of: Iowa

County of: Polk

Subscribed and sworn to before
me this 21st day of October 2025

Notary Public: [Signature]
My Commission expires: November 3, 2026



ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED \$ _____

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

ARCHITECT:

By: _____ Date: _____

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

Continuation Sheet

Application No: 1
Invoice No: 8289
Application Date: 10/21/2025
Period To: 10/31/2025
Architect's Project No:

A	B	C	D	E	F	G		H	I
ITEM No.	DESCRIPTION	SCHEDULED VALUE	WORK COMPLETED		STORED MATERIALS	TOTAL	%	BALANCE	RETAINAGE
			PREVIOUS	THIS PERIOD					
1	DEMO	10,000.00	0.00	5,000.00	0.00	5,000.00	50	5,000.00	150.00
2	LABOR	58,610.60	0.00	0.00	0.00	0.00	0	58,610.60	0.00
3	METAL	14,670.00	0.00	0.00	0.00	0.00	0	14,670.00	0.00
4	GLASS	8,638.00	0.00	0.00	0.00	0.00	0	8,638.00	0.00
5	HARDWARE	36,144.00	0.00	0.00	0.00	0.00	0	36,144.00	0.00
6	SUBMTTALS / CLOSEOUT	5,000.00	0.00	2,500.00	0.00	2,500.00	50	2,500.00	75.00
7	BOND	2,307.40	0.00	2,307.40	0.00	2,307.40	100	0.00	69.22
		135,370.00	0.00	9,807.40	0.00	9,807.40		125,562.60	294.22



Memo

TO: Mayor and Council members

FROM: Matt McQuillen, City Manager

DATE: November 13, 2025

RE: Approve Pay Request #1 - Keystone Construction - City Hall Remodel
Phase 2 Project - \$44,586.15

SYNOPSIS:

Staff is recommending approval of pay request #1 to Keystone Construction for construction completed on phase 2 of the City Hall Renovation Project. Keystone is responsible for Prime Contracts #1 – General Construction. 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

Contract Amount	\$ 549,000.00	Contract Approved 8/28/25
-----------------	---------------	---------------------------

Pay Request #1	\$ 44,586.15
-----------------------	---------------------

Balance Remaining	\$ 504,413.85
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3% Retainage Held	\$ 1,378.95
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Total – Pay Request #1	\$ 44,586.15
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Acct # 350-5750-6799

Attachments:

1. Clive City Hall P2 - Keystone Pay App 1

TO CONTRACTOR:

PROJECT:
Clive City Hall - Phase 2
1900 NW 114th St
Clive, Iowa 50325

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

SUBCONTRACT FOR: BP#1 General

APPLICATION NO: 1

INVOICE NO: Pay App 1 - Oct

PERIOD: 10/01/25 - 10/31/25

PROJECT NO: 25011

CONTRACT NO: SC-001 City Hall Phase 2

CONTRACT DATE: 08/28/2025

CERTIFICATE DATE: 11/05/2025

SUBMITTED DATE: 10/24/2025

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		\$549,000.00
2.	Net change by change orders		\$0.00
3.	Contract Sum to date (Line 1 ± 2)		\$549,000.00
4.	Total completed and stored to date (Column G on detail sheet)		\$45,965.10
5.	Retainage:		
	a. 3.00% of completed work	\$1,378.95	
	b. 0.00% of stored material	\$0.00	
	Total retainage (Line 5a + 5b or total in column I of detail sheet)		\$1,378.95
6.	Total earned less retainage (Line 4 less Line 5 Total)		\$44,586.15
7.	Less previous certificates for payment (Line 6 from prior certificate)		\$0.00
8.	Current payment due:		\$44,586.15
9.	Balance to finish, including retainage (Line 3 less Line 6)		\$504,413.85

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: 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
11/3/2025 at 11:01 AM CST

Decision Type
First responder decides ?

Result
Responders agree

Responded
✓ PM
➤ ✓ Drew Johnson:
Secondary Review

✓ Secondary Review
11/3/2025 at 1:00 PM CST

Decision Type
First responder decides ?

Result
Responders agree

Responded
✓ Designer
➤ ✓ Thomas Thatcher: Approve

✓ Approved
11/3/2025 at 1:00 PM CST

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: 1

APPLICATION DATE: 10/25/2025

PERIOD: 10/01/25 - 10/31/25

Contract Lines

A		B	C	D	E	F	G		H	I
ITEM NO.	BUDGET CODE	DESCRIPTION OF WORK	SCHEDULED VALUE	APPROVED WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	%(G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
				FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
1	2-24100.000.Subcontract BP#1 - General Construction	General Conditions	\$100,402.00	\$0.00	\$15,000.00	\$0.00	\$15,000.00	14.94%	\$85,402.00	\$450.00
2	2-24100.000.Subcontract BP#1 - General Construction	Abatement	\$6,800.00	\$0.00	\$6,800.00	\$0.00	\$6,800.00	100.00%	\$0.00	\$204.00
3	2-24100.000.Subcontract BP#1 - General Construction	Demolition	\$28,793.00	\$0.00	\$19,745.00	\$0.00	\$19,745.00	68.58%	\$9,048.00	\$592.35
4	2-24100.000.Subcontract BP#1 - General Construction	Cast-in-Place Concrete	\$4,848.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$4,848.00	\$0.00
5	2-24100.000.Subcontract BP#1 - General Construction	Structural Steel Framing	\$11,600.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$11,600.00	\$0.00
6	2-24100.000.Subcontract BP#1 - General Construction	Metal Fabrications	\$9,810.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$9,810.00	\$0.00
7	2-24100.000.Subcontract BP#1 - General Construction	Finish Carpentry	\$7,670.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$7,670.00	\$0.00
8	2-24100.000.Subcontract BP#1 - General Construction	Architectural Wood Casework	\$44,201.00	\$0.00	\$4,420.10	\$0.00	\$4,420.10	10.00%	\$39,780.90	\$132.60
9	2-24100.000.Subcontract BP#1 - General Construction	Metal Roof Panels	\$13,477.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$13,477.00	\$0.00
10	2-24100.000.Subcontract BP#1 - General Construction	Thermoplastic Membrane Roofing	\$12,979.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$12,979.00	\$0.00
11	2-24100.000.Subcontract BP#1 - General Construction	Hollow Metal Doors & Frames	\$50,820.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$50,820.00	\$0.00
12	2-24100.000.Subcontract BP#1 - General Construction	Glazing	\$1,121.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$1,121.00	\$0.00
13	2-24100.000.Subcontract BP#1 - General Construction	Gypsum Board Assemblies	\$97,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$97,000.00	\$0.00
14	2-24100.000.Subcontract BP#1 - General Construction	Tiling	\$25,247.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$25,247.00	\$0.00
15	2-24100.000.Subcontract BP#1 - General Construction	Acoustical Ceilings	\$27,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$27,000.00	\$0.00
16	2-24100.000.Subcontract	Resilient Flooring	\$34,330.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$34,330.00	\$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 - General Construction									
17	2-24100.000.Subcontract BP#1 - General Construction	Moss Walls	\$12,220.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$12,220.00	\$0.00
18	2-24100.000.Subcontract BP#1 - General Construction	Interior Painting	\$15,105.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$15,105.00	\$0.00
19	2-24100.000.Subcontract BP#1 - General Construction	Specialties	\$6,170.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$6,170.00	\$0.00
20	2-24100.000.Subcontract BP#1 - General Construction	Visual Display Surfaces	\$4,950.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$4,950.00	\$0.00
21	2-24100.000.Subcontract BP#1 - General Construction	Wall & Door Protection	\$2,206.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$2,206.00	\$0.00
22	2-24100.000.Subcontract BP#1 - General Construction	Toilet/Bath/Laundry Accessories	\$2,950.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$2,950.00	\$0.00
23	2-24100.000.Subcontract BP#1 - General Construction	Emergency/Fire Air Specialties	\$740.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$740.00	\$0.00
24	2-24100.000.Subcontract BP#1 - General Construction	Roller Window Shades	\$8,561.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$8,561.00	\$0.00
25	2-24100.000.Subcontract BP#1 - General Construction	Labor Allowance	\$10,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$10,000.00	\$0.00
26	2-24100.000.Subcontract BP#1 - General Construction	Abatement Allowance	\$5,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$5,000.00	\$0.00
27	2-24100.000.Subcontract BP#1 - General Construction	Concrete Allowance	\$5,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$5,000.00	\$0.00
TOTALS:			\$549,000.00	\$0.00	\$45,965.10	\$0.00	\$45,965.10	8.37%	\$503,034.90	\$1,378.95

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:		\$549,000.00	\$0.00	\$45,965.10	\$0.00	\$45,965.10	8.37%	\$503,034.90	\$1,378.95



Memo

TO: Mayor and Council members

FROM: Alyssa Welling, Administrative Assistant

DATE: November 13, 2025

RE: Approve Pay Request #2 - Caliber Concrete - Linnan Park Construction Project - \$16,026.50

SYNOPSIS:

Staff recommends approval of Pay Request #2 to Caliber Concrete for the work completed to date on the Linnan Park Construction Project.

Total contract amount: **\$490,900.00**

Change Order: **\$4,420.00**

Total Change Orders to Date: **\$4,420.00**

Contract + Change Orders: **\$495,320.00**

Pay Request #2: **\$16,026.50**

Total Requested to Date: **\$98,249.00**

Remaining contract amount: **\$397,071.00**

Attachments:

1. Caliber Pay app #2

APPLICATION AND CERTIFICATE FOR PAYMENT

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

FROM CONTRACTOR:
Caliber Concrete
309 Audubon St.
Adair, IA 50002

PROJECT:
Linnan Park Project
8500 Alice Ave
Clive, IA 50325
VIA ARCHITECT:
Smith Group
233 North Water Street, Suite 502
Milwaukee, WI 53202

APPLICATION #: 2
PERIOD TO: October 24, 2017
PROJECT NOS: 14880
CONTRACT DATE: 05/22/25

Distribution to:
Owner
Const. Mgr
Architect
Contractor

CONTRACT FOR:

25-023

CONTRACTOR'S APPLICATION FOR PAYMENT

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

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 therein is now due.

1. ORIGINAL CONTRACT SUM-----	\$	490,900.00
2. Net change by Change Orders-----	\$	4,420.00
3. CONTRACT SUM TO DATE (Line 1 +/- 2)	\$	495,320.00
4. TOTAL COMPLETED & STORED TO DATE-\$ (Column G on Continuation Sheet)	\$	103,420.00

5. RETAINAGE:

a. 5.0% of Completed Work (Columns D+E on Continuation Sheet)	\$	5,171.00
b. 10.0% of Stored Material (Column F on Continuation Sheet)	\$	
Total Retainage (Line 5a + 5b or Total in Column 1 of Continuation Sheet-----)	\$	5,171.00

6. TOTAL EARNED LESS RETAINAGE-----

(Line 4 less Line 5 Total)

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT

(Line 6 from prior Certificate)-----

8. CURRENT PAYMENT DUE-----

9. BALANCE TO FINISH, INCLUDING RETAINAGE

(Line 3 less Line 6)

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$4,420.00	
Total approved this Month		
TOTALS	\$4,420.00	
NET CHANGES by Change Order		\$4,420.00

CONTRACTOR:

By:

Date: 10-28-2025

State of:

County of:

Subscribed and sworn to before me this 28th day of October 2025

Notary Public:

My Commission expires:

CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED ----- \$

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

ARCHITECT:

By:

Date:

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 of Contractor under this Contract.



CONTINUATION SHEET

Page 2 of 2 Pages

ATTACHMENT TO PAY APPLICATION

APPLICATION NUMBER: 2

APPLICATION DATE: 24-Oct-25

PERIOD TO: 24-Oct-25

ARCHITECT'S PROJECT NO:

PROJECT:

Linn Park Project

8500 Alice Ave

Clive, IA 50325

A Item No.	B Description of Work	C Scheduled Value	D Work Completed		E Completed This Period	F Materials Presently Stored (Not In D or E)	G Total Completed And Stored To Date (D + E + F)	H Balance To Finish (C - G)	I Retainage
			From Previous Application (D + E)						
1	6" Sidewalk	\$ 176,500				\$ -	\$ -	\$ 176,500	\$ -
2	6" Sidewalk	\$ 32,800				\$ -	\$ -	\$ 32,800	\$ -
3	7" Paving	\$ 80,000				\$ -	\$ -	\$ 80,000	\$ -
4	7' Paving	\$ 65,000				\$ -	\$ -	\$ 65,000	\$ -
5	8" Paving	\$ 26,300	\$ 9,430	\$ 16,870		\$ -	\$ 26,300	\$ -	\$ 1,315
6	Footing	\$ 65,100	\$ 65,100	\$ -		\$ -	\$ 65,100	\$ -	\$ 3,255
7	Floor	\$ 34,700				\$ -	\$ -	\$ 34,700	\$ -
8	Pit	\$ 7,600	\$ 7,600	\$ -		\$ -	\$ 7,600	\$ -	\$ 380
9	Pedestal	\$ 2,900				\$ -	\$ -	\$ 2,900	\$ -
10						\$ -	\$ -	\$ -	\$ -
11	Change Order # 1					\$ -	\$ -	\$ -	\$ -
12	Mix to M4	\$ 600	\$ 600	\$ -		\$ -	\$ 600	\$ -	\$ 30
13	Excavation and fill 15'X11'3'	\$ 3,820	\$ 3,820	\$ -		\$ -	\$ 3,820	\$ -	\$ 191
14						\$ -	\$ -	\$ -	\$ -
15						\$ -	\$ -	\$ -	\$ -
16						\$ -	\$ -	\$ -	\$ -
17						\$ -	\$ -	\$ -	\$ -
18						\$ -	\$ -	\$ -	\$ -
19						\$ -	\$ -	\$ -	\$ -
20						\$ -	\$ -	\$ -	\$ -
21						\$ -	\$ -	\$ -	\$ -
22						\$ -	\$ -	\$ -	\$ -
23						\$ -	\$ -	\$ -	\$ -
24						\$ -	\$ -	\$ -	\$ -
25						\$ -	\$ -	\$ -	\$ -
SUBTOTALS PAGE 2		\$ 495,320	\$ 86,550	\$ 16,870	\$ -	\$ -	\$ 103,420	\$ 391,900	\$ 5,171



Memo

TO: Mayor and Council members

FROM: Matt McQuillen, City Manager

DATE: November 13, 2025

RE: Approve Pay Request #2 - Cunningham, Inc. - City Hall Remodel
Phase 2 Project - \$17,702.50

SYNOPSIS:

Staff is recommending approval of pay request #2 to Cunningham, Inc. for construction completed for phase 2 of the City Hall Remodel Project. Cunningham is responsible for Prime Contract #3 – Mechanical & Plumbing. The pay request was reviewed by the City's Construction Manager and Architect prior to this consideration for approval.

Prime Construction Contract #3 – Mechanical & Plumbing

Contract Amount	\$ 413,408.00	Contract Approved 8/28/25
-----------------	---------------	---------------------------

Pay Request #1	\$ 21,141.15	Approved 10/9/25
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Pay Request #2	\$ 17,702.50	
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Balance Remaining	\$ 374,564.35	
-------------------	---------------	--

3% Retainage Held	\$ 1,201.35	
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Total – Pay Request #2	\$ 17,702.50	
-------------------------------	---------------------	--

Acct # 350-5750-6799

Attachments:

1. Clive City Hall P2 - Cunningham Pay App 2

TO CONTRACTOR:

PROJECT:
Clive City Hall - Phase 2
1900 NW 114th St
Clive, Iowa 50325

FROM SUBCONTRACTOR:
Cunningham, Inc.
808 South Market Street
Oskaloosa, Iowa 52577

SUBCONTRACT FOR: BP#3 Mechanical

APPLICATION NO: 2

INVOICE NO: 2

PERIOD: 10/01/25 - 10/31/25

PROJECT NO: 25011

CONTRACT NO: SC-003 City Hall Phase 2

CONTRACT DATE: 08/28/2025

CERTIFICATE DATE: 11/05/2025

SUBMITTED DATE:

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		\$413,408.00
2.	Net change by change orders		\$0.00
3.	Contract Sum to date (Line 1 ± 2)		\$413,408.00
4.	Total completed and stored to date (Column G on detail sheet)		\$40,045.00
5.	Retainage:		
	a. 3.00% of completed work	\$1,201.35	
	b. 0.00% of stored material	\$0.00	
	Total retainage (Line 5a + 5b or total in column I of detail sheet)		\$1,201.35
6.	Total earned less retainage (Line 4 less Line 5 Total)		\$38,843.65
7.	Less previous certificates for payment (Line 6 from prior certificate)		\$21,141.15
8.	Current payment due:		\$17,702.50
9.	Balance to finish, including retainage (Line 3 less Line 6)		\$374,564.35

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: Cunningham, Inc.

By: _____

State of: _____

County of: _____

Subscribed and sworn to before
me this _____ day of _____

Notary Public: _____

My commission expires: _____

✓ PM Review
11/3/2025 at 9:53 AM CST

Decision Type
First responder decides ?

Result
Responders agree

Responded

✓ PM

> ✓ Drew Johnson:
Secondary Review

✓ Secondary Review
11/3/2025 at 1:13 PM CST

Decision Type
First responder decides ?

Result
Responders agree

Responded

✓ Designer

> ✓ Thomas Thatcher: Approve

✓ Approved
11/3/2025 at 1:13 PM CST

Document SUMMARY SHEET, APPLICATION AND CERTIFICATE FOR PAYMENT, containing

APPLICATION NUMBER: 2

Contractor's signed Certification is attached.

APPLICATION DATE: 10/27/2025

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

PERIOD: 10/01/25 - 10/31/25

Contract Lines

A		B	C	D	E	F	G		H	I
ITEM NO.	BUDGET CODE	DESCRIPTION OF WORK	SCHEDULED VALUE	APPROVED WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	%(G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
				FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
1	23-230000.000.Subcontract BP#3 - Mechanical & Plumbing	Engineering/Submittals	\$47,735.00	\$12,500.00	\$7,180.00	\$0.00	\$19,680.00	41.23%	\$28,055.00	\$590.40
2	23-230000.000.Subcontract BP#3 - Mechanical & Plumbing	Bond	\$6,345.00	\$6,345.00	\$0.00	\$0.00	\$6,345.00	100.00%	\$0.00	\$190.35
3	23-230000.000.Subcontract BP#3 - Mechanical & Plumbing	Mobilization	\$17,475.00	\$1,750.00	\$1,750.00	\$0.00	\$3,500.00	20.03%	\$13,975.00	\$105.00
4	23-230000.000.Subcontract BP#3 - Mechanical & Plumbing	Demo Labor	\$6,805.00	\$1,200.00	\$4,300.00	\$0.00	\$5,500.00	80.82%	\$1,305.00	\$165.00
5	23-230000.000.Subcontract BP#3 - Mechanical & Plumbing	Demo Material	\$2,795.00	\$0.00	\$2,200.00	\$0.00	\$2,200.00	78.71%	\$595.00	\$66.00
6	23-230000.000.Subcontract BP#3 - Mechanical & Plumbing	UG Sanitary Material	\$2,755.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$2,755.00	\$0.00
7	23-230000.000.Subcontract BP#3 - Mechanical & Plumbing	UG Sanitary Labor	\$6,415.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$6,415.00	\$0.00
8	23-230000.000.Subcontract BP#3 - Mechanical & Plumbing	AG Sanitary Waste & Vent Material	\$2,110.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$2,110.00	\$0.00
9	23-230000.000.Subcontract BP#3 - Mechanical & Plumbing	AG Sanitary Waste & Vent Labor	\$6,165.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$6,165.00	\$0.00
10	23-230000.000.Subcontract BP#3 - Mechanical & Plumbing	Domestic Water Material	\$3,120.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$3,120.00	\$0.00
11	23-230000.000.Subcontract BP#3 - Mechanical & Plumbing	Domestic Water Labor	\$8,320.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$8,320.00	\$0.00
12	23-230000.000.Subcontract BP#3 - Mechanical & Plumbing	Plumbing Fixtures Material	\$11,490.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$11,490.00	\$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					
13	23-230000.000.Subcontract BP#3 - Mechanical & Plumbing	Plumbing Fixtures Labor	\$5,780.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$5,780.00	\$0.00
14	23-230000.000.Subcontract BP#3 - Mechanical & Plumbing	Plumbing Equipment Material	\$3,735.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$3,735.00	\$0.00
15	23-230000.000.Subcontract BP#3 - Mechanical & Plumbing	Plumbing Equipment Labor	\$4,908.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$4,908.00	\$0.00
16	23-230000.000.Subcontract BP#3 - Mechanical & Plumbing	Metal Ducts Materials	\$25,390.00	\$0.00	\$1,260.00	\$0.00	\$1,260.00	4.96%	\$24,130.00	\$37.80
17	23-230000.000.Subcontract BP#3 - Mechanical & Plumbing	Metal Ducts Shop Labor	\$22,390.00	\$0.00	\$400.00	\$0.00	\$400.00	1.79%	\$21,990.00	\$12.00
18	23-230000.000.Subcontract BP#3 - Mechanical & Plumbing	Metal Ducts Field Labor	\$34,113.00	\$0.00	\$1,160.00	\$0.00	\$1,160.00	3.40%	\$32,953.00	\$34.80
19	23-230000.000.Subcontract BP#3 - Mechanical & Plumbing	Air Duct Accessories Materials	\$1,490.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$1,490.00	\$0.00
20	23-230000.000.Subcontract BP#3 - Mechanical & Plumbing	Air Duct Accessories Labor	\$1,200.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$1,200.00	\$0.00
21	23-230000.000.Subcontract BP#3 - Mechanical & Plumbing	HVAC Power Ventilators Materials	\$1,015.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$1,015.00	\$0.00
22	23-230000.000.Subcontract BP#3 - Mechanical & Plumbing	HVAC Power Ventilators Labor	\$276.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$276.00	\$0.00
23	23-230000.000.Subcontract BP#3 - Mechanical & Plumbing	Air Terminal Units Materials	\$8,675.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$8,675.00	\$0.00
24	23-230000.000.Subcontract BP#3 - Mechanical & Plumbing	Air Terminal Units Labor	\$2,208.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$2,208.00	\$0.00
25	23-230000.000.Subcontract BP#3 - Mechanical & Plumbing	Air Outlets and Inlets Materials	\$4,200.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$4,200.00	\$0.00
26	23-230000.000.Subcontract	Air Outlets and Inlets Labor	\$4,106.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$4,106.00	\$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#3 - Mechanical & Plumbing									
27	23-230000.000.Subcontract BP#3 - Mechanical & Plumbing	RTU Materials	\$78,980.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$78,980.00	\$0.00
28	23-230000.000.Subcontract BP#3 - Mechanical & Plumbing	RTU Labor	\$4,622.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$4,622.00	\$0.00
29	23-230000.000.Subcontract BP#3 - Mechanical & Plumbing	Unit Heaters Materials	\$2,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$2,000.00	\$0.00
30	23-230000.000.Subcontract BP#3 - Mechanical & Plumbing	Unit Heaters Labor	\$276.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$276.00	\$0.00
31	23-230000.000.Subcontract BP#3 - Mechanical & Plumbing	Subcontractor - Baker Group	\$71,273.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$71,273.00	\$0.00
32	23-230000.000.Subcontract BP#3 - Mechanical & Plumbing	Subcontractor - Iowa Insulation	\$9,894.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$9,894.00	\$0.00
33	23-230000.000.Subcontract BP#3 - Mechanical & Plumbing	Subcontractor - Flow Tech	\$5,347.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$5,347.00	\$0.00
TOTALS:			\$413,408.00	\$21,795.00	\$18,250.00	\$0.00	\$40,045.00	9.69%	\$373,363.00	\$1,201.35

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:		\$413,408.00	\$21,795.00	\$18,250.00	\$0.00	\$40,045.00	9.69%	\$373,363.00	\$1,201.35

WAIVER OF LIEN TO DATE

STATE OF Iowa)
) ss:
COUNTY OF _____)

Project Name: Clive City Hall

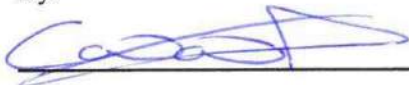
WHEREAS, the undersigned has contracted with City of Clive having furnished material or labor for, or performed labor upon, a building or land for improvement, alteration or repair thereof, situated on or being real estate described as (legal description or street address of premises): 1900 NW 114th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

The undersigned, for and in consideration of the sum of \$21,141.15 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 29th day of October 2025.

Cunningham Inc
808 South Market Street
Oskaloosa, IA 52577

By:



Conan Mackey CFO



Memo

TO: Mayor and Council members

FROM: Matt McQuillen, City Manager

DATE: November 13, 2025

RE: Approve Pay Request #2 - DCI Group - City Hall Remodel Phase 2 Project - \$30,513.63

SYNOPSIS:

Staff recommends approval of Pay Request #2 to DCI Group for construction management services completed to date for Phase 2 of the City Hall Remodel Project. Demolition work in the Phase 2 area is near completion and initial rough-in work is underway.

Construction Management Services (Fee and Staff Costs)

Estimated Contract Amount	\$ 277,201.96	(Contract Approved 8/28/25)
Pay Request #1	\$ 24,195.19	
Pay Request #2	\$ 25,096.79	
Balance Remaining	\$ 227,909.98	

General Conditions/Reimbursements

Estimated Contract Amount	\$ 66,108.99	(Contract Approved 8/28/25)
Pay Request #1	\$ 12,729.15	
Pay Request #2	\$ 5,416.84	
Balance Remaining	\$ 47,963	

Total – Pay Request #2 **\$ 30,513.63**

Acct # 350-5750-6407

Attachments:

1. DCI Group - Phase 2 CMA - Pay App 2 11-13-25



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

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

INVOICE # 4

Date: 10/31/2025
Invoice #: 25-011-04

CM Services performed:
Clive City Hall - Phase 2

Period Completed:
October 2025

Vendor:	Description	Amount
DCI Group	Construction	\$ 20,736.80
DCI Group	Fee	\$ 4,359.99
DCI Group	Project Reimbursables	\$ 5,416.84
TOTAL DUE:		<u><u>\$ 30,513.63</u></u>

By: _____

Date: _____

DCI GROUP						App # :	4
						App Date:	October-25
Description of Work	Scheduled Value	Changes	Revised Value	WORK COMPLETED		Total Completed	Balance Remaining
				Previous	This Period		
Clive City Hall - Phase 2							
Construction - Staff	\$ 237,962.08	\$ -	\$ 237,962	\$ 19,835.20	\$ 20,736.80	\$ 40,572.00	\$ 197,390.08
CM Fee	\$ 39,239.88	\$ -	\$ 39,240	\$ 4,359.99	\$ 4,359.99	\$ 8,719.97	\$ 30,519.91
Reimbursables	\$ 66,108.99	\$ -	\$ 66,109	\$ 12,729.15	\$ 5,416.84	\$ 18,145.99	\$ 47,963.00
TOTAL	\$ 343,310.95	\$ -	\$ 343,310.95	\$ 36,924.34	\$ 30,513.63	\$ 67,437.96	\$ 275,872.99

Clive City Hall - Phase 2								
Construction								
Personnel	Hourly Rate	Contract	Previous	This Period	Total	Balance	Cost	
Project Executive	\$ 142.00	156	17.6	18.4	36	120	\$	2,612.80
Project Superintendent	\$ 118.00	567	0	0	0	567	\$	-
Project Manager	\$ 112.00	738	88	92	180	558	\$	10,304.00
Project Engineer	\$ 85.00	780	88	92	180	600	\$	7,820.00
Total							\$	20,736.80

Reimbursables				
Vendor	Description	Invoice #	Amount	
DCI Group	Safety		\$	500.00
DCI Group	Truck/Fuel		\$	1,350.00
Willscot	Mobile Office	9024655781	\$	1,783.42
Willscot	Mobile Office	9024850744	\$	1,783.42
			\$	-
			\$	-
			\$	-
			\$	-
Total			\$	5,416.84

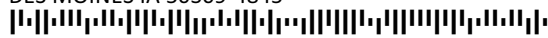
WILLSCOT

6400 E MCDOWELL RD. SUITE 300
SCOTTSDALE, AZ 85257

(800) 782-1500
customersuccess@willscot.com
www.willscot.com
Fed ID# 52-0665775



DCI GROUP INC
220 SE 6TH ST STE 200
DES MOINES IA 50309-4845



INVOICE

Customer #	Bill to #	Invoice #	Invoice Date	Terms
10434264	141211	9024655781	9/25/2025	NET 10
PAYMENT DUE				\$1,847.38
INVOICE DUE DATE				10/5/2025

BRANCH:

MD DES MOINES IA
3100 DIXON ST
DES MOINES IA 50313
(515) 666-8143

Contract #	Contract Start Date	Customer PO	Ordered By	Rental Period	Job Location
1002522418	10/24/2024	TBD	Seth Riggs (515) 450-8969	9/25/2025 - 10/22/2025	1801 NW 114TH ST CLIVE IA 50325
Quantity	Item #/Description	Price/Rate			Amount
Rental Pricing Per Billing Cycle					
	60x12 Mobile Office or Similar SFS-00517		\$1,211.25	\$1,211.25	T*
	PERSONAL PROPERTY EXPENSES			0.00	T*
1	Professional Conference Package		\$143.75	\$143.75	T*
1	General Liability Insurance		\$18.00	\$18.00	T*
2	Prof. Entrance - Steps w/ Canopy		\$100.00	\$200.00	T*
1	Window/Door Security Bundle - 40ft		\$93.75	\$93.75	T*
Other Charges					
1	INTEREST CHARGE		\$28.96	\$28.96	N*
				Sub-total	\$1,695.71
				Late Payment Fee	\$35.00 N*
				Tax	\$116.67
INVOICE TOTAL				\$1,847.38	
\$1,783.42					

Invoice in USD

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800.782.1500 WillScotSolutionsCenter.com

You remain responsible for the invoice balance if there is an issue with your method of payment. Late fees and interest charges may be assessed if payment is not made within terms.

PLEASE REMIT WITH PAYMENT

INVOICE TOTAL \$1,847.38
Invoice #: 9024655781
Due Date: 10/5/2025
Customer: DCI GROUP INC
Customer #: 10434264

PLEASE REMIT TO:

WILLIAMS SCOTSMAN, INC.
PO BOX 91975
CHICAGO IL 60693-1975

WILLSCOT

6400 E MCDOWELL RD. SUITE 300
SCOTTSDALE, AZ 85257

(800) 782-1500
customersuccess@willscot.com
www.willscot.com
Fed ID# 52-0665775



DCI GROUP INC
220 SE 6TH ST STE 200
DES MOINES IA 50309-4845



INVOICE

Customer #	Bill to #	Invoice #	Invoice Date	Terms
10434264	141211	9024850744	10/23/2025	NET 10
PAYMENT DUE			\$1,847.38	
INVOICE DUE DATE			11/2/2025	

BRANCH:

MD DES MOINES IA
3100 DIXON ST
DES MOINES IA 50313
(515) 666-8143

Contract #	Contract Start Date	Customer PO	Ordered By	Rental Period	Job Location
1002522418	10/24/2024	TBD	Seth Riggs (515) 450-8969	10/23/2025 - 11/19/2025	1801 NW 114TH ST CLIVE IA 50325
Quantity	Item #/Description	Price/Rate			Amount
Rental Pricing Per Billing Cycle					
	60x12 Mobile Office or Similar SFS-00517		\$1,211.25	\$1,211.25	T*
	PERSONAL PROPERTY EXPENSES			0.00	T*
1	Professional Conference Package		\$143.75	\$143.75	T*
1	General Liability Insurance		\$18.00	\$18.00	T*
2	Prof. Entrance - Steps w/ Canopy		\$100.00	\$200.00	T*
1	Window/Door Security Bundle - 40ft		\$93.75	\$93.75	T*
Other Charges					
1	INTEREST CHARGE		\$28.96	\$28.96	N*
				Sub-total	\$1,695.71
				Late Payment Fee	\$35.00 N*
				Tax	\$116.67
INVOICE TOTAL				\$1,847.38	
\$1,783.42					

Invoice in USD

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800.782.1500 WillScotSolutionsCenter.com

You remain responsible for the invoice balance if there is an issue with your method of payment. Late fees and interest charges may be assessed if payment is not made within terms.

PLEASE REMIT WITH PAYMENT

INVOICE TOTAL \$1,847.38
Invoice #: 9024850744
Due Date: 11/2/2025
Customer: DCI GROUP INC
Customer #: 10434264

PLEASE REMIT TO:

WILLIAMS SCOTSMAN, INC.
PO BOX 91975
CHICAGO IL 60693-1975



Memo

TO: Mayor and Council members

FROM: Matt McQuillen, City Manager

DATE: November 13, 2025

RE: Approve Pay Request #2 - NAI Electrical - City Hall Remodel Phase 2 Project - \$24,067.64

SYNOPSIS:

Staff is recommending approval of pay request #2 to NAI Electrical for construction completed on phase 2 of the City Hall Renovation Project. NAI Electrical is responsible for Prime Contract #4 – Electrical and Low Voltage. The pay request was reviewed by the City's Construction Manager and Architect prior to this consideration for approval.

Prime Construction Contract #4 – Electrical and Low Voltage

Contract Amount	\$ 216,160.00	Contract Approved 8/28/25
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Pay Request #1	\$ 2,667.50	Approved 10/9/25
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Pay Request #2	\$ 24,067.64	
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Balance Remaining	\$ 189,424.86	
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3% Retainage Held	\$ 826.86	
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Total – Pay Request #2	\$ 24,067.64	
-------------------------------	---------------------	--

Acct # 350-5750-6799

Attachments:

1. Clive City Hall P2 - NAI Pay App 2

TO CONTRACTOR:

PROJECT:

Clive City Hall - Phase 2
1900 NW 114th St
Clive, Iowa 50325

APPLICATION NO: 2

INVOICE NO: 75373

PERIOD: 10/01/25 - 10/31/25

PROJECT NO: 25011

CONTRACT NO: SC-004 City Hall Phase 2

CONTRACT DATE: 08/28/2025

CERTIFICATE DATE: 11/05/2025

SUBMITTED DATE:

FROM SUBCONTRACTOR:

Nikkel and Associates, Inc.
2730 Ford St Suite 101
Ames, Iowa 50010

SUBCONTRACT FOR: BP#4 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	\$216,160.00
2.	Net change by change orders	\$0.00
3.	Contract Sum to date (Line 1 ± 2)	\$216,160.00
4.	Total completed and stored to date (Column G on detail sheet)	\$27,562.00
5.	Retainage:	
	a. 3.00% of completed work	\$826.86
	b. 0.00% of stored material	\$0.00
	Total retainage (Line 5a + 5b or total in column I of detail sheet)	\$826.86
6.	Total earned less retainage (Line 4 less Line 5 Total)	\$26,735.14
7.	Less previous certificates for payment (Line 6 from prior certificate)	\$2,667.50
8.	Current payment due:	\$24,067.64
9.	Balance to finish, including retainage (Line 3 less Line 6)	\$189,424.86

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: Nikkel and Associates, Inc.

By: _____

State of: _____

County of: _____

Subscribed and sworn to before
me this _____ day of _____

Notary Public: _____

My commission expires: _____



PM Review

11/3/2025 at 9:54 AM CST

Decision Type

First responder decides ?

Result

Responders agree

Responded

✓ PM



✓ Drew Johnson:

Secondary Review



Secondary Review

11/3/2025 at 1:12 PM CST

Decision Type

First responder decides ?

Result

Responders agree

Responded

✓ Designer



✓ Thomas Thatcher: Approve



Approved

11/3/2025 at 1:12 PM CST

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: 2

APPLICATION DATE: 10/24/2025

PERIOD: 10/01/25 - 10/31/25

Contract Lines

A		B	C	D	E	F	G		H	I
ITEM NO.	BUDGET CODE	DESCRIPTION OF WORK	SCHEDULED VALUE	APPROVED WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	%(G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
				FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
1	26-260000.000.Subcontract BP#4 Electrical	BOND, PERMIT	\$201.00	\$201.00	\$0.00	\$0.00	\$201.00	100.00%	\$0.00	\$6.03
2	26-260000.000.Subcontract BP#4 Electrical	START-UP AND MOBILIZATION MATERIALS	\$8,077.00	\$2,349.00	\$5,728.00	\$0.00	\$8,077.00	100.00%	\$0.00	\$242.31
3	26-260000.000.Subcontract BP#4 Electrical	START-UP AND MOBILIZATION LABOR	\$379.00	\$200.00	\$179.00	\$0.00	\$379.00	100.00%	\$0.00	\$11.37
4	26-260000.000.Subcontract BP#4 Electrical	TEMPORARY MATERIALS	\$300.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$300.00	\$0.00
5	26-260000.000.Subcontract BP#4 Electrical	TEMPORARY LABOR	\$400.00	\$0.00	\$400.00	\$0.00	\$400.00	100.00%	\$0.00	\$12.00
6	26-260000.000.Subcontract BP#4 Electrical	DEMO MATERIALS	\$680.00	\$0.00	\$680.00	\$0.00	\$680.00	100.00%	\$0.00	\$20.40
7	26-260000.000.Subcontract BP#4 Electrical	DEMO LABOR	\$10,726.00	\$0.00	\$10,726.00	\$0.00	\$10,726.00	100.00%	\$0.00	\$321.78
8	26-260000.000.Subcontract BP#4 Electrical	GEAR MATERIALS	\$10,461.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$10,461.00	\$0.00
9	26-260000.000.Subcontract BP#4 Electrical	GEAR LABOR	\$1,408.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$1,408.00	\$0.00
10	26-260000.000.Subcontract BP#4 Electrical	CONDUIT MATERIALS	\$13,492.00	\$0.00	\$2,272.00	\$0.00	\$2,272.00	16.84%	\$11,220.00	\$68.16
11	26-260000.000.Subcontract BP#4 Electrical	CONDUIT LABOR	\$28,173.00	\$0.00	\$4,827.00	\$0.00	\$4,827.00	17.13%	\$23,346.00	\$144.81
12	26-260000.000.Subcontract BP#4 Electrical	INTERIOR LIGHTING MATERIAL	\$9,258.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$9,258.00	\$0.00
13	26-260000.000.Subcontract BP#4 Electrical	INTERIOR LIGHTING LABOR	\$9,606.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$9,606.00	\$0.00
14	26-260000.000.Subcontract BP#4 Electrical	DEVICES MATERIAL	\$13,348.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$13,348.00	\$0.00
15	26-260000.000.Subcontract BP#4 Electrical	DEVICES LABOR	\$5,098.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$5,098.00	\$0.00
16	26-260000.000.Subcontract	WIRE MATERIAL	\$20,575.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$20,575.00	\$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#4 Electrical									
17	26-260000.000.Subcontract BP#4 Electrical	WIRE LABOR	\$9,889.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$9,889.00	\$0.00
18	26-260000.000.Subcontract BP#4 Electrical	FIRE ALARM MATERIALS	\$7,884.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$7,884.00	\$0.00
19	26-260000.000.Subcontract BP#4 Electrical	FIRE ALARM LABOR	\$4,062.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$4,062.00	\$0.00
20	26-260000.000.Subcontract BP#4 Electrical	STRUCTURED CABLING MATERIALS	\$9,041.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$9,041.00	\$0.00
21	26-260000.000.Subcontract BP#4 Electrical	STRUCTURED CABLING LABOR	\$12,047.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$12,047.00	\$0.00
22	26-260000.000.Subcontract BP#4 Electrical	A/V MATERIALS	\$18,701.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$18,701.00	\$0.00
23	26-260000.000.Subcontract BP#4 Electrical	A/V LABOR	\$1,890.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$1,890.00	\$0.00
24	26-260000.000.Subcontract BP#4 Electrical	VIDEO MANAGEMENT MATERIAL	\$5,434.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$5,434.00	\$0.00
25	26-260000.000.Subcontract BP#4 Electrical	VIDEO MANAGEMENT LABOR	\$56.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$56.00	\$0.00
26	26-260000.000.Subcontract BP#4 Electrical	INTRUSION DETECTION MATERIAL	\$13,918.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$13,918.00	\$0.00
27	26-260000.000.Subcontract BP#4 Electrical	INTRUSION DETECTION LABOR	\$56.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$56.00	\$0.00
28	26-260000.000.Subcontract BP#4 Electrical	CLOSE OUT DOCUMENTS	\$1,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$1,000.00	\$0.00
TOTALS:			\$216,160.00	\$2,750.00	\$24,812.00	\$0.00	\$27,562.00	12.75%	\$188,598.00	\$826.86

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:		\$216,160.00	\$2,750.00	\$24,812.00	\$0.00	\$27,562.00	12.75%	\$188,598.00	\$826.86



AIA[®] Document G702™ - 1992

Application and Certificate for Payment

TO OWNER:

City of Clive
1900 NW 114th St
Clive, IA 50325
FROM CONTRACTOR:
Nikkel & Associates, Inc.
2730 Ford Street, Suite 101
Ames, IA 50010-6442

PROJECT:

City of Clive City Hall Phase
2 Remodel
1900 NW 114th St
VIA ARCHITECT:
LJ1413

APPLICATION NO. 2

PERIOD TO: 10/31/2025

CONTRACT FOR: City of Clive City Hall Phase

CONTRACT DATE: 8/28/2025

PROJECT NOS: CITY HALL PH 2

INVOICE NO: 75373

Distribution to:

OWNER ☐

ARCHITECT ☐

CONTRACTOR ☐

FIELD ☐

OTHER ☐

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 \$ 216,160.00
2. NET CHANGE BY CHANGE ORDERS \$ 0.00
3. CONTRACT SUM TO DATE (Line 1 ± 2) \$ 216,160.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) \$ 27,562.00
5. RETAINAGE:
 - a. 3 % of Completed Work
(Columns D + E on G703) \$ 826.86
 - b. 0 % of Stored Material
(Column F on G703) \$ 0.00

Total Retainage (Lines 5a + 5b, or Total in Column I of G703) \$ 826.86

6. TOTAL EARNED LESS RETAINAGE \$ 26,735.14

(Line 4 minus Line 5 Total)

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT \$ 2,667.50

(Line 6 from prior Certificate)

8. CURRENT PAYMENT DUE \$ 24,067.64

9. BALANCE TO FINISH, INCLUDING RETAINAGE

(Line 3 minus Line 6)

\$ 189,424.86

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

ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED

\$

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

ARCHITECT:

By:

Date:

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

Notary Public: Lydia M Sharar
My commission expires: 4/6/2026



County of: Story
Subscribed and sworn to before me this

day of

October 2025

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 that current payment shown herein is now due.

CONTRACTOR: Nikkel & Associates, Inc.

By:

State of: IA

Date:

10-23-2025

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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A	B	C	D		E	F	G	H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK BILLED						RETAINAGE
			FROM PREV. APPLICATION (D+E+F)	THIS PERIOD	MATERIALS STORED THIS PERIOD	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% G/C	BALANCE TO FINISH (C-G)	
1	Bond, Permit	201.00	201.00	0.00	0.00	201.00	100	0.00	6.03
2M	Start-Up and Mobilization Materials	8,077.00	2,349.00	5,728.00	0.00	8,077.00	100	0.00	242.31
3M	Temporary Materials	379.00	200.00	179.00	0.00	379.00	100	0.00	11.37
3L	Temporary Labor	300.00	0.00	0.00	0.00	0.00	0	300.00	0.00
4M	Demo Materials	400.00	0.00	400.00	0.00	400.00	100	0.00	12.00
4L	Demo Labor	680.00	0.00	680.00	0.00	680.00	100	0.00	20.40
5M	Gear Materials	10,726.00	0.00	10,726.00	0.00	10,726.00	100	0.00	321.78
5L	Gear Labor	10,461.00	0.00	0.00	0.00	0.00	0	10,461.00	0.00
6M	Conduit Materials	1,408.00	0.00	0.00	0.00	0.00	0	1,408.00	0.00
6L	Conduit Labor	13,492.00	0.00	2,272.00	0.00	2,272.00	17	11,220.00	68.16
7M	Interior Lighting Material	28,173.00	0.00	4,827.00	0.00	4,827.00	17	23,346.00	144.81
7L	Interior Lighting Labor	9,258.00	0.00	0.00	0.00	0.00	0	9,258.00	0.00
8M	Devices Material	9,606.00	0.00	0.00	0.00	0.00	0	9,606.00	0.00
8L	Devices Labor	13,348.00	0.00	0.00	0.00	0.00	0	13,348.00	0.00
9M	Wire Material	5,098.00	0.00	0.00	0.00	0.00	0	5,098.00	0.00
9L	Wire Labor	20,575.00	0.00	0.00	0.00	0.00	0	20,575.00	0.00
10M	Fire Alarm Materials	9,889.00	0.00	0.00	0.00	0.00	0	9,889.00	0.00
10L	Fire Alarm Labor	7,884.00	0.00	0.00	0.00	0.00	0	7,884.00	0.00
11M	Structured Cabling Materials	4,062.00	0.00	0.00	0.00	0.00	0	4,062.00	0.00
11L	Structured Cabling Labor	9,041.00	0.00	0.00	0.00	0.00	0	9,041.00	0.00
12M	AVV Materials	12,047.00	0.00	0.00	0.00	0.00	0	12,047.00	0.00
12L	AVV Labor	18,701.00	0.00	0.00	0.00	0.00	0	18,701.00	0.00
13M	Video Management Material	1,890.00	0.00	0.00	0.00	0.00	0	1,890.00	0.00
13L	Video Management Labor	5,434.00	0.00	0.00	0.00	0.00	0	5,434.00	0.00
14M	Intrusion Detection Material	56.00	0.00	0.00	0.00	0.00	0	56.00	0.00
14L	Intrusion Detection Labor	13,918.00	0.00	0.00	0.00	0.00	0	13,918.00	0.00
15	Close Out Documents - Min \$1000.00	56.00	0.00	0.00	0.00	0.00	0	56.00	0.00
	Totals	216,160.00	2,750.00	24,812.00	0.00	27,562.00	13	188,598.00	826.86

CONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT

Project: City of Clive City Hall Phase
2 Remodel
1900 NW 114th St
Clive, IA 50325

On receipt by the undersigned of a check from City of Clive in the sum of TWENTY FOUR THOUSAND SIXTY SEVEN DOLLARS AND 64 CENTS (24,067.64) payable to Nikkel & Associates, Inc., and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective to release any Mechanic's Lien, any state or federal statutory bond right, any private bond right, any claim for payment and any rights under any similar ordinance, rule or statute related to claim or payment rights for persons in the undersigned's position, the undersigned has on the above referenced project to the following extent.

This release covers a progress payment for all labor, services, equipment and materials furnished to the project site or to City of Clive through 10/31/2025 only and does not cover any retention, pending modifications and changes or items furnished after said date. Before any recipient of this document relies on it, that person should verify evidence of payment to the undersigned.

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.

10-23-2025

(Date)

Chris Burdman

(Signature)

General Manager

(Title)

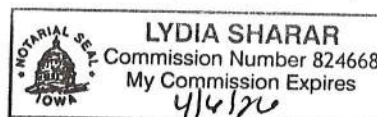
Nikkel & Associates, Inc.
dba : NAI Electrical Contractors

Subscribed and sworn before me, the undersigned Notary Public, within the State of

Iowa for the County of Story this 23

day of October, 2025.

(Place Notary Seal Here)



SUPPLIER LIEN WAIVER

I/We hereby waive all rights and claims for land and on buildings to be erected, being erected, altered or repaired and to the appurtenances thereunto for **City of Clive** (owner), by **Echo Electric Supply** (Material Supplier), for **NAI Electrical Contractors** (Subcontractor), same being situated in AMES, IOWA, described as **PO# City Hall Ph 2 City of Clive City Hall Phase 2 Remodel LJ1413** for all materials furnished for the erection, construction, alteration, or repair of said building and appurtenances **through 10/14/2025 totaling \$4,310.76, \$3,506.18 of which is conditional upon receipt of payment** (see invoice list below).

Invoices Paid:
S011310039.001

Invoices to be Paid by 10th of next month:
S011399707.001

Material Supplier: Echo Electric Supply

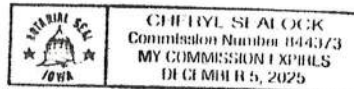
By: 

Title: Credit Manager

Subscribed and sworn before me this 23 day of October, 2025

Notary Public: 

My Commission Expires: 12/05/25





Memo

TO: Mayor and Council members

FROM: Jonathan Cygan, Civil Engineer

DATE: November 13, 2025

RE: Approve Pay Request #2 - Stapes Concrete and Grading LLC - City Hall Approach Replacement Project - \$43,452.12

SYNOPSIS:

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

Pay Estimate #2 - \$43,452.12

A breakdown of the contract status is as follows:

Amended Contract Amount	- \$61,416.00
Paid to Date	- <u>\$55,277.87</u>
Contract Remaining	- \$6,138.13

Payments issued for the associated project shall be charged to the 350-5750-6799 account.

Note: Per conversation with Stapes Concrete and Grading LLC. Issue payment to the following address below. This is a different address from what was shown on the contract, their website, provided business card, and what is reported by the Secretary of State.

Stapes Concrete and Grading LLC.

1805 63rd St

Des Moines, IA 50322

Please feel free to contact me at 515-867-5141 prior to the meeting if you have any questions or concerns.

Attachments:

1. Pay Request #2



City of Clive

Payment Invoice

City Hall Approach

Description	Removal and replacement of the approach to City Hall.
Payment Number	2
Pay Period	09/28/2025 to 10/11/2025
Approval Date	11/13/2025
Prime Contractor	Stapes Concrete and Grading, LLC 1805 63rd Street Des Moines, IA 50322
Payment Status	Pending
Awarded Project Amount	\$60,616.00
Authorized Amount	\$61,416.00

Line Number	Item	Unit	Current Paid Quantity	Unit Price	Amount
Section: 1 Description					
0010	25-111	EACH	5.000	\$400.000	\$2,000.00
FIXTURE ADJUSTMENT					
0030	25-113	SY	20.000	\$65.000	\$1,300.00
SIDEWALK, PCC, 6"					
0040	25-114	SF	16.000	\$45.000	\$720.00
DETECTABLE WARNINGS					
0050	25-115	SY	75.500	\$87.000	\$6,568.50
FULL DEPTH PATCHES, C3, 7"					
0060	25-116	SY	300.000	\$87.000	\$26,100.00
FULL DEPTH PATCHES, M4, 7"					
0070	25-117	SY	28.500	\$95.000	\$2,707.50
Project Total:					\$44,796.00

Line Number	Item	Unit	Current Paid Quantity	Unit Price	Amount
FULL DEPTH PATCHES, M4, 9"					
0090	25-119	LS	0.500	\$2,000.000	\$1,000.00
TRAFFIC CONTROL (TC-212)					
0100	25-120	LS	0.500	\$3,600.000	\$1,800.00
TEMPORARY TRAFFIC CONTROL					
0110	25-121	LS	1.000	\$1,500.000	\$1,500.00
TYPE 1 SEEDING					
0140	25-124	LS	1.000	\$300.000	\$300.00
CONCRETE WASHOUT					
0150	25-125	LS	1.000	\$800.000	\$800.00
Cast iron detectable warnings					
Section Total:					\$44,796.00
Project Total:					\$44,796.00

Summary

Current Approved Work:	\$44,796.00	Approved Work To Date:	\$56,987.50
Current Stockpile Advancement:	\$0.00	Stockpile Advancement To Date:	\$0.00
Current Stockpile Recovery:	\$0.00	Stockpile Recovery To Date:	\$0.00
Current Retainage:	\$1,343.88	Retainage To Date:	\$1,709.63
Current Retainage Released:	\$0.00	Retainage Released To Date:	\$0.00
Current Liquidated Damages:	\$0.00	Liquidated Damages To Date:	\$0.00
Current Adjustment:	\$0.00	Adjustments To Date:	\$0.00
Current Payment:	\$43,452.12	Payments To Date:	\$55,277.87
Previous Payment:	\$11,825.75	Previous Payments To Date:	\$11,825.75

Mayor, City of Clive

Date

Project Engineer, Jonathan Cygan

Date

Field Engineer, Nolan Daft

Date

Contractor, Stapes Concrete and Grading LLC

Date



Memo

TO: Mayor and Council members

FROM: Jim Hagelie, Engineering Services Administrator

DATE: November 13, 2025

RE: Approve Pay Request #2 - The Concrete Company - 2025 Residential PCC Pavement Rehabilitation Project - \$475,726.75

SYNOPSIS:

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

Pay Estimate #2 - \$475,726.75

A breakdown of the contract status is as follows:

Contract Amount	-	\$634,965.00
Paid to Date	-	<u>\$606,600.17</u>
Contract Remaining	-	\$ 28,364.83

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

Attachments:

1. Pay Request #2



City of Clive

Payment Invoice

2025 RESIDENTIAL PCC PAVEMENT REHAB

Description	Full depth patching on Hawthorn drive, NW 152nd street, NW 149th street, and NW 144th street.
Payment Number	2
Pay Period	09/28/2025 to 10/29/2025
Approval Date	11/13/2025
Prime Contractor	The Concrete Company 5128 NW Beaver DR Grimes, IA 50111
Payment Status	Pending
Awarded Project Amount	\$634,965.00
Authorized Amount	\$634,965.00

Line Number	Item	Unit	Current Paid Quantity	Unit Price	Amount
Section: 1 Description					
0010	25-101	SY	3,775.470	\$85.000	\$320,914.95
Patch, Full Depth Repair					
0020	25-102	Ton	374.100	\$25.000	\$9,352.50
Subgrade Repair					
0030	25-103	Each	8.000	\$2,500.000	\$20,000.00
Manhole Adjustment, Minor					
0040	25-104	LS	0.750	\$7,500.000	\$5,625.00
Temporary Traffic Control					
0090	25-109	Acre	0.170	\$10,000.000	\$1,700.00
Seed, Fertilizer, and Mulch					
					Section Total: \$357,592.45
					Project Total: \$490,439.95

Line Number	Item	Unit	Current Paid Quantity	Unit Price	Amount
Section: 2 Description					
0110	25-101	SY	1,423.500	\$85.000	\$120,997.50
	Patch, Full Depth Repair				
0120	25-102	Ton	150.000	\$25.000	\$3,750.00
	Subgrade Repair				
0130	25-103	Each	2.000	\$2,500.000	\$5,000.00
	Manhole Adjustment, Minor				
0140	25-104	LS	1.000	\$2,500.000	\$2,500.00
	Temporary Traffic Control				
0190	25-109	Acre	0.060	\$10,000.000	\$600.00
	Seed, Fertilizer, and Mulch				
				Section Total: \$132,847.50	
				Project Total: \$490,439.95	

Summary

Current Approved Work:	\$490,439.95	Approved Work To Date:	\$625,361.00
Current Stockpile Advancement:	\$0.00	Stockpile Advancement To Date:	\$0.00
Current Stockpile Recovery:	\$0.00	Stockpile Recovery To Date:	\$0.00
Current Retainage:	\$14,713.20	Retainage To Date:	\$18,760.83
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:	\$475,726.75	Payments To Date:	\$606,600.17
Previous Payment:	\$130,873.42	Previous Payments To Date:	\$130,873.42

Mayor, City of Clive

Date

Project Engineer, Jim Hagelie

Date

Field Engineer, Kaleb Randel

Date

Contractor, The Concrete Company

Date



Memo

TO: Mayor and Council members

FROM: Alyssa Welling, Administrative Assistant

DATE: November 13, 2025

RE: Approve Pay Request #4 - Hansen Company - Linnan Park Construction Project - \$66,181.27

SYNOPSIS:

Staff recommends approval of Pay Request #4 to Hansen Company for the work completed to date on the Linnan Park Construction Project.

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

Pay Request #4: **\$66,181.27**

Total Requested to Date: **197,369.05**

Remaining contract amount: **\$520,201.95**

Attachments:

1. Hansen Pay App 4 1025

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

PAGE ONE OF

ONE PAGES

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

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

APPLICATION NO: 4

Distribution to:

☒	OWNER
☐	ARCHITECT
☐	CONTRACTOR
☐	
☐	

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

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

PERIOD TO: 10/31/2025

PROJECT NOS:

CONTRACT FOR: Linnan Park

CONTRACT DATE 4/23/2025

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM	\$	717,571.00
2. Net change by Change Orders	\$	0.00
3. CONTRACT SUM TO DATE (Line 1 ± 2)	\$	717,571.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$	207,756.90
5. RETAINAGE:		
a. 5 % of Completed Work (Column D + E on G703)	\$	10,387.85
b. 5 % of Stored Material (Column F on G703)	\$	0.00
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$	10,387.85
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	\$	197,369.05
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	131,187.78
8. CURRENT PAYMENT DUE	\$	66,181.27
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	520,201.95

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

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

CONTRACTOR: Hansen Company, Inc.

By: Heidi Warren Date: 11/5/25

State of: Iowa

County of: Polk

Subscribed and sworn to before me this 5

day of November

Notary Public: Heidi Warren

My Commission expires: 3.19.28



ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED \$ _____

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

By: _____ Date: _____

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

CONTINUATION SHEET

AIA DOCUMENT G703

PAGE 1 OF 1 PAGES

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.

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

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

APPLICATION NO: 4

APPLICATION DATE: 10/31/2025

PERIOD TO: 10/31/2025

ARCHITECT'S PROJECT NO:

ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN	G		H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)		
1	Project Manager / Engineer	\$90,069.00	\$20,800.00	\$15,600.00		\$36,400.00	40.41%	\$53,669.00	\$1,820.00
2	Superintendent	\$186,899.00	\$22,460.00	\$23,420.00		\$45,880.00	24.55%	\$141,019.00	\$2,294.00
3	Project Coordinator	\$26,000.00	\$3,730.00	\$650.00		\$4,380.00	16.85%	\$21,620.00	\$219.00
4	Pre-Construction Manager	\$5,000.00	\$5,000.00			\$5,000.00	100.00%		\$250.00
5	Truck / Mileage	\$22,200.00	\$3,355.00	\$3,832.63		\$7,187.63	32.38%	\$15,012.37	\$359.38
6	Project Management Software	\$3,600.00	\$963.00			\$963.00	26.75%	\$2,637.00	\$48.15
7	Safety Expenses	\$9,000.00	\$1,400.00			\$1,400.00	15.56%	\$7,600.00	\$70.00
8	Temp Phones / Internet / Toilets	\$7,200.00	\$1,492.00	\$490.42		\$1,982.42	27.53%	\$5,217.58	\$99.12
9	Office Trailer	\$18,000.00	\$3,375.00	\$1,500.00		\$4,875.00	27.08%	\$13,125.00	\$243.75
10	Tools & Equipment	\$54,000.00	\$9,760.00	\$6,560.09		\$16,320.09	30.22%	\$37,679.91	\$816.00
11	Project Signage	\$2,000.00	\$2,000.00			\$2,000.00	100.00%		\$100.00
12	Dumpsters	\$35,000.00	\$6,425.00			\$6,425.00	18.36%	\$28,575.00	\$321.25
13	General Labor / Cleaning	\$31,000.00	\$1,360.00	\$1,350.00		\$2,710.00	8.74%	\$28,290.00	\$135.50
14	Layout / Staking	\$35,000.00	\$3,500.00	\$6,250.00		\$9,750.00	27.86%	\$25,250.00	\$487.50
15	Bid Document Pricing	\$2,979.00	\$1,450.00	\$561.14		\$2,011.14	67.51%	\$967.86	\$100.56
16	Temp. Fencing	\$29,250.00	\$18,800.00			\$18,800.00	64.27%	\$10,450.00	\$940.00
17	SWPPP	\$32,650.00	\$6,560.00	\$600.00		\$7,160.00	21.93%	\$25,490.00	\$358.00
18	General Liability Insurance	\$5,958.00	\$1,635.80			\$1,635.80	27.46%	\$4,322.20	\$81.79
19	Fee	\$121,766.00	\$24,026.60	\$8,850.22		\$32,876.82	27.00%	\$88,889.18	\$1,643.84
20									
21									
22									
23									
24									
25									
PAGE 1 TOTALS		\$717,571.00	\$138,092.40	\$69,664.50	\$0.00	\$207,756.90	28.95%	\$509,814.10	\$10,387.84

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



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

INVOICE

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

Invoice: 24-936-1025
Date: 10/31/2025
Job #: 24-936
Project: Linnan Park
8500 Alice Ave. Clive, IA

Vendor: City of Clive

PAY APPLICATION #4
LESS 5% RETENTION

\$	69,664.50
\$	(3,483.23)

AMOUNT DUE	\$	<u>66,181.27</u>
------------	----	------------------



Memo

TO: Mayor and Council members

FROM: Alyssa Welling, Administrative Assistant

DATE: November 13, 2025

RE: Approve Pay Request #4 - On Track Construction, LLC - Linnan Park Construction Project - \$308,314.50

SYNOPSIS:

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

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

Pay Request #4: **\$308,314.50**

Total Requested to Date: **\$795,982.00**

Remaining contract amount: **\$397,018.00**

Attachments:

1. On Track Pay Estimate #4 10.30.25

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

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

Project: Clive Linnan Park

APPLICATION NO: 4
APPLICATION DATE: 25-Oct-25

PERIOD TO: 25-Oct-25

Contractor PO# 2521CL - 4

Distribution to:

OWNER

ARCHITECT

x

CONTRACTOR

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

CONTRACT FOR:JOB# 2521CL

CONTRACT DATE: 22-May-25

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM

\$1,193,000.00

2. Net change by Change Orders

\$0.00

3. CONTRACT SUM TO DATE (Line 1 ± 2)

\$1,193,000.00

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

\$820,600.00

5. RETAINAGE:

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

\$24,618.00

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

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

\$24,618.00

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

\$795,982.00

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

\$487,667.50

8. CURRENT PAYMENT DUE

\$308,314.50

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

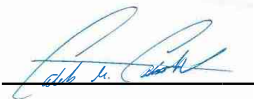
397,018.00

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: 10/25/2025

ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED \$

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

By:

Date:

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

Clive Linnan Park

JOB# 2521CL

APPLICATION DATE:

10/25/2025

APPLICATION #

4

B	C	D	E1	F4	G1	G2	H	I
Work Description	Scheduled Value	From Previous Application	This Period	Presently Stored Materials	Total Completed and Stored To Date	Percent Complete	Balance To Finish	Retainage
BASE CONTRACT								
Mobilization, Bonds & Insurance	\$ 100,000.00	\$50,000.00	\$25,000.00		\$75,000.00	75.00%	\$25,000.00	\$2,250.00
Clearing & Grubbing	\$ 35,000.00	\$35,000.00			\$35,000.00	100.00%	\$0.00	\$1,050.00
Removals- Pavement Removal	\$ 49,626.00	\$42,600.00			\$42,600.00	85.84%	\$7,026.00	\$1,278.00
Earthwork - Construction Entrance, 6" Depth	\$ 5,000.00	\$5,000.00			\$5,000.00	100.00%	\$0.00	\$150.00
Eartwork - Strip to Stockpile	\$ 29,142.00	\$29,142.00			\$29,142.00	100.00%	\$0.00	\$874.26
Earthwork - Excavation Cut to Fill	\$ 27,756.00	\$20,000.00			\$20,000.00	72.06%	\$7,756.00	\$600.00
Earthwork - Excavation Cut to Export	\$ 13,216.00	\$6,608.00			\$6,608.00	50.00%	\$6,608.00	\$198.24
Earthwork- Subgrade Prep- 5% Cement Stabilized	\$ 107,300.00		\$25,000.00		\$25,000.00	23.30%	\$82,300.00	\$750.00
Earthwork - Backfill & Respread	\$ 39,405.00				\$0.00	0.00%	\$39,405.00	\$0.00
Earthwork - Bio Rentention	\$ 49,005.00				\$0.00	0.00%	\$49,005.00	\$0.00
Removals - Utilities	\$ 46,850.00	\$15,000.00	\$31,850.00		\$46,850.00	100.00%	\$0.00	\$1,405.50
Utilites - Watermain	\$ 43,100.00	\$43,100.00			\$43,100.00	100.00%	\$0.00	\$1,293.00
Utilites - Sanitary Sewer	\$ 67,800.00	\$67,800.00			\$67,800.00	100.00%	\$0.00	\$2,034.00
Utilites - Storm Piping	\$ 141,200.00	\$65,000.00	\$56,000.00		\$121,000.00	85.69%	\$20,200.00	\$3,630.00
Utilites - Storm Structures	\$ 130,600.00	\$75,000.00	\$30,000.00		\$105,000.00	80.40%	\$25,600.00	\$3,150.00
Utilities - Subdrain Piping	\$ 105,500.00				\$0.00	0.00%	\$105,500.00	\$0.00
Utilites - Underground Detention System	\$ 195,000.00	\$45,000.00	\$150,000.00		\$195,000.00	100.00%	\$0.00	\$5,850.00
Traffic Control	\$ 7,500.00	\$3,500.00			\$3,500.00	46.67%	\$4,000.00	\$105.00
TOTAL	\$1,193,000.00	\$502,750.00	\$317,850.00	\$0.00	\$820,600.00	68.78%	\$372,400.00	\$24,618.00



Memo

TO: Mayor and Council members

FROM: Alyssa Welling, Administrative Assistant

DATE: November 13, 2025

RE: Approve Pay Request #5 - Absolute Group - Greenbelt Landing Construction Project - \$5,874.80

SYNOPSIS:

Staff recommends approval of Pay Request #5 to Absolute Group for the work completed to date on the Greenbelt Landing Project.

Original contract amount: **\$635,188.00**

Total Change Orders to Date: **\$28,369.81**

Contract + Change Orders: **\$663,557.81**

Pay Request #5: **\$5,874.80**

Total Requested to Date: **\$393,124.18**

Remaining contract amount: **\$270,433.63**

Attachments:

1. Absolute Group Pay App 05 - October

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: 5

INVOICE NO: 5

PERIOD: 10/01/25 - 10/31/25

PROJECT NO: 23046

CONTRACT NO: SC-005 Clive Greenbelt
Landing

CONTRACT DATE: 09/12/2024

CERTIFICATE DATE: 10/30/2025

SUBMITTED DATE:

FROM SUBCONTRACTOR:

Absolute Group
1800 Burr Oak Blvd PO Box 430
Granger, Iowa 50109

SUBCONTRACT FOR: Absolute Group - BP #32

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	\$635,188.00
2.	Net change by change orders	\$28,369.81
3.	Contract Sum to date (Line 1 ± 2)	\$663,557.81
4.	Total completed and stored to date (Column G on detail sheet)	\$413,814.93
5.	Retainage:	
	a. 5.00% of completed work	\$20,690.75
	b. 0.00% of stored material	\$0.00
	Total retainage (Line 5a + 5b or total in column I of detail sheet)	\$20,690.75
6.	Total earned less retainage (Line 4 less Line 5 Total)	\$393,124.18
7.	Less previous certificates for payment (Line 6 from prior certificate)	\$387,249.38
8.	Current payment due:	\$5,874.80
9.	Balance to finish, including retainage (Line 3 less Line 6)	\$270,433.63

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner/Client:	\$28,369.81	\$0.00
Total approved this month:	\$0.00	\$0.00
Totals:	\$28,369.81	\$0.00
Net change by change orders:	\$28,369.81	

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: Absolute Group

By: Date:

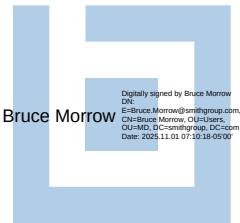
State of:

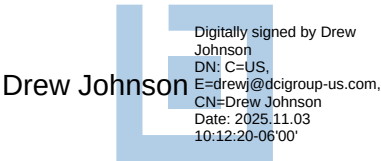
County of:

Subscribed and sworn to before
me this day of

Notary Public:

My commission expires:

 Bruce Morrow
Digitally signed by Bruce Morrow
DN: C=US,
E=bruce.morrow@dcigroup-us.com,
CN=Bruce Morrow, OU=Users,
OU=MO, DC=mo, DC=group, DC=us,
Date: 2025.11.01 07:10:18-0500

 Drew Johnson
Digitally signed by Drew
Johnson
DN: C=US,
E=drewj@dcigroup-us.com,
CN=Drew Johnson
Date: 2025.11.03
10:12:20-06'00'

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: 5

APPLICATION DATE: 10/27/2025

PERIOD: 10/01/25 - 10/31/25

Contract Lines

A		B	C	D	E	F	G		H	I
ITEM NO.	BUDGET CODE	DESCRIPTION OF WORK	SCHEDULED VALUE	APPROVED WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
				FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
1	32-321300.000.Subcontract BP #32 - Paving	Mobilization	\$15,000.00	\$12,000.00	\$500.00	\$0.00	\$12,500.00	83.33%	\$2,500.00	\$625.00
2	32-321300.000.Subcontract BP #32 - Paving	Paving	\$359,145.50	\$272,517.85	\$5,684.00	\$0.00	\$278,201.85	77.46%	\$80,943.65	\$13,910.09
3	32-321300.000.Subcontract BP #32 - Paving	Sidewalk	\$240,542.50	\$86,646.78	\$0.00	\$0.00	\$86,646.78	36.02%	\$153,895.72	\$4,332.34
4	32-321300.000.Subcontract BP #32 - Paving	Striping/Signage	\$20,500.00	\$16,500.00	\$0.00	\$0.00	\$16,500.00	80.49%	\$4,000.00	\$825.00
TOTALS:			\$635,188.00	\$387,664.63	\$6,184.00	\$0.00	\$393,848.63	62.01%	\$241,339.37	\$19,692.43

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					
5	CCO #001 Absolute Group CO#1								
5.1	PCO #001 CE #001 - Construction Bulleti								
5.1.1	32-321300.000.Subcontract BP #32 - Paving	\$1,000.00	\$1,000.00	\$0.00	\$0.00	\$1,000.00	100.00%	\$0.00	\$50.00
6	CCO #002 Absolute Group CO#2								
6.1	PCO #002 PCO #2 - CE 18, 23, 37, 39								
6.1.1	32-321300.000.Subcontract BP #32 - Paving Concrete Ready Mix Price Increase 2025	\$3,420.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$3,420.00	\$0.00
6.1.2	32-321300.000.Subcontract BP #32 - Paving Additional Sidewalk Replacement in Front of Community Building	\$2,998.80	\$2,998.30	\$0.00	\$0.00	\$2,998.30	99.98%	\$0.50	\$149.92
6.1.3	32-321300.000.Subcontract BP #32 - Paving Asphalt Paving Patch @ Driveway	\$6,350.00	\$6,350.00	\$0.00	\$0.00	\$6,350.00	100.00%	\$0.00	\$317.50
6.1.4	32-321300.000.Subcontract BP #32 - Paving Parking lot and sidewalk paving OT work	\$9,618.00	\$9,618.00	\$0.00	\$0.00	\$9,618.00	100.00%	\$0.00	\$480.90
7	CCO #003 CO#3 Absolute Group								
7.1	PCO #003 CO#3								
7.1.1	32-321300.000.Subcontract BP #32 - Paving Contract Extension	\$4,983.01	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$4,983.01	\$0.00
TOTALS:		\$28,369.81	\$19,966.30	\$0.00	\$0.00	\$19,966.30	70.38%	\$8,403.51	\$998.32

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:		\$663,557.81	\$407,630.93	\$6,184.00	\$0.00	\$413,814.93	62.36%	\$249,742.88	\$20,690.75

AIA Type Document
Application and Certification for Payment

Page 1 of 2

TO (OWNER): City of Clive
1900 NW 114th Str
Clive, IA 50325

PROJECT: Greenbelt Landing
1900 NW 114th Str
Clive, IA 50325

APPLICATION NO: 6
PERIOD TO: 10/31/2025

DISTRIBUTION
TO:
_ **OWNER**
_ **ARCHITECT**
_ **CONTRACTOR**

FROM (CONTRACTOR): Absolute Group Co
PO Box 430
1800 Burr Oak Blvd
Granger, IA 50109

VIA (ARCHITECT):

ARCHITECT'S
PROJECT NO: DCI Group

CONTRACT FOR: 01PM-24011 Greenbelt Landing

CONTRACT DATE:

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. **ORIGINAL CONTRACT SUM** \$ 635,188.50

2. **Net Change by Change Orders** \$ 22,525.00

3. **CONTRACT SUM TO DATE** (Line 1 + 2) \$ 657,713.50

4. **TOTAL COMPLETED AND STORED TO DATE** \$ 413,814.93

5. **RETAINAGE:**

a. 5.00 % of Completed Work \$ 20,690.75

b. 0.00 % of Stored Material \$ 0.00

Total retainage (Line 5a + 5b) \$ 20,690.75

6. **TOTAL EARNED LESS RETAINAGE** \$ 393,124.18
(Line 4 less Line 5 Total)

7. **LESS PREVIOUS CERTIFICATES FOR PAYMENT**
(Line 6 from prior Certificate) \$ 387,249.38

8. **CURRENT PAYMENT DUE** \$ 5,874.80

9. **BALANCE TO FINISH, INCLUDING RETAINAGE**
(Line 3 less Line 6) \$ 264,589.32

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	23,386.30	-861.30
Total approved this Month	0.00	0.00
TOTALS	23,386.30	-861.30
NET CHANGES by Change Order	22,525.00	

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: Absolute Group Co
PO Box 430 1800 Burr Oak Blvd
Granger, IA 50109

By: Laney Coenen
Laney Coenen / Accountant

Date: 10.24.25

State of: IA

County of: Dallas

Subscribed and Sworn to before me this 24 Day of Oct 20 25

Notary Public: Stacy Bell
My Commission Expires: 4-17-27



ARCHITECT'S CERTIFICATE FOR PAYMENT

In Accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to 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 to the amount certified.)

ARCHITECT:

By: _____ Date: _____

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

AIA Type Document
Application and Certification for Payment

Page 2 of 2

TO (OWNER): City of Clive
 1900 NW 114th Str
 Clive, IA 50325

PROJECT: Greenbelt Landing
 1900 NW 114th Str
 Clive, IA 50325

APPLICATION NO: 6
PERIOD TO: 10/31/2025

DISTRIBUTION
TO:
 _ **OWNER**
 _ **ARCHITECT**
 _ **CONTRACTOR**

FROM (CONTRACTOR): Absolute Group Co
 PO Box 430
 1800 Burr Oak Blvd
 Granger, IA 50109

VIA (ARCHITECT):

ARCHITECT'S
PROJECT NO: DCI Group

CONTRACT FOR: 01PM-24011 Greenbelt Landing

CONTRACT DATE:

ITEM	DESCRIPTION	SCHEDULE VALUE	PREVIOUS APPLICATIONS	COMPLETED THIS PERIOD	STORED MATERIAL	COMPLETED STORED	%	BALANCE	RETAINAGE
1	Mobilization	15,000.00	12,000.00	500.00	0.00	12,500.00	83.33	2,500.00	625.00
2	Paving	359,145.50	272,517.85	5,684.00	0.00	278,201.85	77.46	80,943.65	13,910.09
3	Sidewalk	240,543.00	86,646.78	0.00	0.00	86,646.78	36.02	153,896.22	4,332.34
4	Striping/Signage	20,500.00	16,500.00	0.00	0.00	16,500.00	80.49	4,000.00	825.00
CO1	Dry Creek Changes	1,000.00	1,000.00	0.00	0.00	1,000.00	100.00	0.00	50.00
CO2	Next Year Ready Mix	3,420.00	0.00	0.00	0.00	0.00	0.00	3,420.00	0.00
CO3	Additional Sidewalk	2,998.30	2,998.30	0.00	0.00	2,998.30	100.00	0.00	149.92
CO4	Deduct in Sidewalk	-861.30	0.00	0.00	0.00	0.00	0.00	-861.30	0.00
CO5	Temp Asphalt	6,350.00	6,350.00	0.00	0.00	6,350.00	100.00	0.00	317.50
CO6	Overtime Labor 5/10 & 5/17	9,618.00	9,618.00	0.00	0.00	9,618.00	100.00	0.00	480.90
REPORT TOTALS		\$657,713.50	\$407,630.93	\$6,184.00	\$0.00	\$413,814.93	62.92	\$243,898.57	\$20,690.75

WAIVER OF LIEN TO DATE

STATE OF Iowa)
COUNTY OF Dallas) ss:

Project Name: greenbelt Landing

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

The undersigned, for and in consideration of the sum of \$5874.80 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 24 day of October, 2025.

By:

Laney Coenen



Memo

TO: Mayor and Council members

FROM: Jim Hagelie, Engineering Services Administrator

DATE: November 13, 2025

RE: Approve Pay Request #5 (Final) - Iowa Signal, Inc. - Douglas Parkway and Berkshire Parkway Traffic Signalization Project - \$3,805.81

SYNOPSIS:

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

Pay Estimate #5 (Final) - \$3,805.81

A breakdown of the contract status is as follows:

Contract Amount	-	\$249,453.03
Paid to Date	-	<u>\$245,711.23</u>
Contract Remaining	-	\$ 3,741.80

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

Attachments:

1. Pay Request #5



City of Clive

Payment Invoice

Douglas and Berkshire Parkway Traffic Signals

Description	New Traffic signals
Payment Number	5
Pay Period	09/28/2025 to 10/31/2025
Approval Date	11/13/2025
Prime Contractor	Iowa Signal, Inc. 3711 SE Capitol Cir. Grimes, IA 50111
Payment Status	Pending
Awarded Project Amount	\$235,174.00
Authorized Amount	\$249,453.03

Line Number	Item	Unit	Current Paid Quantity	Unit Price	Amount
Section: 1 Description					
0090	25-009	SY	3.000	\$22.000	\$66.00
Pavement Removals					
					Section Total: \$66.00
					Project Total: \$66.00

Summary

Current Approved Work:	\$66.00	Approved Work To Date:	\$249,453.03
Current Stockpile Advancement:	\$0.00	Stockpile Advancement To Date:	\$0.00
Current Stockpile Recovery:	\$0.00	Stockpile Recovery To Date:	\$0.00
Current Retainage:	-\$3,739.81	Retainage To Date:	\$3,741.80
Current Retainage Released:	\$0.00	Retainage Released To Date:	\$0.00
Current Liquidated Damages:	\$0.00	Liquidated Damages To Date:	\$0.00
Current Adjustment:	\$0.00	Adjustments To Date:	\$0.00
Current Payment:	\$3,805.81	Payments To Date:	\$245,711.23
Previous Payment:	\$1,127.63	Previous Payments To Date:	\$241,905.42

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

Project Engineer, Jim Hagelie	Date
-------------------------------	------

Field Engineer, Tony Clemenson	Date
--------------------------------	------

Contractor, Iowa Signal	Date
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Memo

TO: Mayor and Council members

FROM: Matt McQuillen, City Manager

DATE: November 13, 2025

RE: Approve Pay Request #6 (Final) - Elite Fire Sprinkler - City Hall & Library Renovation Phase 1 Project - \$1,685.00

SYNOPSIS:

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

Prime Construction Contract #6 – Fire Sprinkler

Contract Amount	\$ 31,390.00	Contract Approved 12/12/24
Change Order #1	\$ 2,310.00	Approved by CM 7/23/25
Revised Contract Amount	\$ 33,700.00	
Pay Request #1	\$ 9,004.10	Approved 2/14/25
Pay Request #2	\$ 16,256.40	Approved 3/13/25
Pay Request #3	\$ 2,280.00	Approved 4/10/25
Pay Request #4	\$ 1,520.00	Approved 6/12/25
Pay Request #5	\$ 2,954.50	Approved 8/14/25
Pay Request #6 – Final	\$ 1,685.00	
Balance Remaining	\$ 0	
5% Retainage Held	\$ 0	
Total – Pay Request #6	\$ 1,685.00	

Acct # 350-5750-6799

Attachments:

1. Elite Fire Sprinkler Pay App 6 - Final

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: 6

INVOICE NO: Final Retainage

PERIOD: 10/01/25 - 10/31/25

PROJECT NO: 23048

CONTRACT NO: SC-006 Clive City Hall

CONTRACT DATE: 12/12/2024

CERTIFICATE DATE: 11/05/2025

SUBMITTED DATE:

FROM SUBCONTRACTOR:

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

SUBCONTRACT FOR: BP #6 Fire Sprinkler

SUBCONTRACTOR'S APPLICATION FOR PAYMENT

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

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

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

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

SUBCONTRACTOR: Elite Fire Sprinkler Systems, Inc

By: _____

Date: _____

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

✓

PM Review

11/3/2025 at 9:41 AM CST

Decision Type

First responder decides ?

Result

Responders agree

Responded

▼ PM

> ✓ Drew Johnson:

Secondary Review

✓

Secondary Review

11/5/2025 at 11:51 AM CST

Decision Type

First responder decides ?

Result

Responders agree

Responded

▼ Designer

> ✓ Thomas Thatcher: Approve

✓

Approved

11/5/2025 at 11:51 AM CST

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: 10/31/2025
PERIOD: 10/01/25 - 10/31/25

Contract Lines

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

Change Orders

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	APPROVED WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
4	CCO #001 Elite Fire Sprinkler CO#1								
4.1	PCO #001 CO#1 Elite Fire Sprinkler								
4.1.1	21-210000.000.Subcontract BP #6 Fire Sprinkler	\$2,310.00	\$2,310.00	\$0.00	\$0.00	\$2,310.00	100.00%	\$0.00	\$0.00
TOTALS:		\$2,310.00	\$2,310.00	\$0.00	\$0.00	\$2,310.00	100.00%	\$0.00	\$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:		\$33,700.00	\$33,700.00	\$0.00	\$0.00	\$33,700.00	100.00%	\$0.00	\$0.00



Memo

TO: Mayor and Council members

FROM: Matt McQuillen, City Manager

DATE: November 13, 2025

RE: Approve Pay Request #6 (Final) - LA Fulton & Sons - City Hall & Library Renovation Phase 1 Project - \$4,839.50

SYNOPSIS:

Staff is recommending approval of pay request #6 to LA Fulton & Sons for construction completed on phase 1 of the City Hall & Library Renovation Project. This is the final pay request including retainage release. 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
Change Order #2	\$	2,131.00	Approved by CM 7/7/25
Change Order #3	\$	1,919.00	Approved by CM 7/23/25
Change Order #4	\$	1,265.00	Approved by CM 8/22/25
Revised Contract Amount	\$	96,790.00	

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	Approved 5/22/25
Pay Request #4	\$	22,966.25	Approved 7/10/25
Pay Request #5	\$	5,049.25	Approved 9/11/25
Pay Request #6 (Final)	\$	4,839.50	
Balance Remaining	\$	0	

5% Retainage Held \$ 0

Total – Pay Request #6 \$ 4,839.50

Acct # 350-5750-6799

Attachments:

1. LA Fulton Pay App 6 - Final

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: 6

INVOICE NO: RETAINAGE

PERIOD: 10/01/25 - 10/31/25

PROJECT NO: 23048

CONTRACT NO: SC-004 Clive City Hall

CONTRACT DATE: 12/12/2024

CERTIFICATE DATE: 11/10/2025

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		\$7,990.00
3.	Contract Sum to date (Line 1 ± 2)		\$96,790.00
4.	Total completed and stored to date (Column G on detail sheet)		\$96,790.00
5.	Retainage:		
	a. 0.00% of completed work	\$0.00	
	b. 0.00% of stored material	\$0.00	
	Total retainage (Line 5a + 5b or total in column I of detail sheet)		\$0.00
6.	Total earned less retainage (Line 4 less Line 5 Total)		\$96,790.00
7.	Less previous certificates for payment (Line 6 from prior certificate)		\$91,950.50
8.	Current payment due:		\$4,839.50
9.	Balance to finish, including retainage (Line 3 less Line 6)		\$0.00

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner/Client:	\$7,990.00	\$0.00
Total approved this month:	\$0.00	\$0.00
Totals:	\$7,990.00	\$0.00
Net change by change orders:	\$7,990.00	

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: _____

Contract #SC-004 Clive ...

New Workflow Started
11/10/2025 at 9:53 AM CST

Workflow:
Commitment Invoicing w/Secondary Review

PM Review
11/10/2025 at 11:18 AM CST

Decision Type
First responder decides

Result
Responders agree

Responded

PM
Drew Johnson:
Secondary Review

Secondary Review
11/10/2025 at 11:35 AM CST

Decision Type
First responder decides

Result
Responders agree

Responded

Designer
Thomas Thatcher: Approve

Approved
11/10/2025 at 11:35 AM CST

PERIOD: 10/01/25 - 10/31/25

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	\$5,000.00	\$0.00	\$0.00	\$5,000.00	100.00%	\$0.00	\$0.00
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	\$0.00
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	\$0.00
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	\$0.00
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	\$0.00
6	22-220000.000.Subcontract BP #4 Plumbing	Above Ground Plumbing - Labor	\$18,200.00	\$18,200.00	\$0.00	\$0.00	\$18,200.00	100.00%	\$0.00	\$0.00
7	22-220000.000.Subcontract BP #4 Plumbing	Above Ground Plumbing - Material	\$12,100.00	\$12,100.00	\$0.00	\$0.00	\$12,100.00	100.00%	\$0.00	\$0.00
8	22-220000.000.Subcontract BP #4 Plumbing	Plumbing Fixtures - Labor	\$6,400.00	\$6,400.00	\$0.00	\$0.00	\$6,400.00	100.00%	\$0.00	\$0.00
9	22-220000.000.Subcontract BP #4 Plumbing	Plumbing Fixtures - Material	\$23,300.00	\$23,300.00	\$0.00	\$0.00	\$23,300.00	100.00%	\$0.00	\$0.00
10	22-220000.000.Subcontract BP #4 Plumbing	Plumbing Insulation	\$6,600.00	\$6,600.00	\$0.00	\$0.00	\$6,600.00	100.00%	\$0.00	\$0.00
TOTALS:			\$88,800.00	\$88,800.00	\$0.00	\$0.00	\$88,800.00	100.00%	\$0.00	\$0.00

[illegible]

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	APPROVED WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	%(G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
12.1.1	22-220000.000.Subcontract BP #4 Plumbing Library Restroom Water Line	\$2,131.00	\$2,131.00	\$0.00	\$0.00	\$2,131.00	100.00%	\$0.00	\$0.00
13	CCO #003 LA Fulton Change Order #3								
13.1	PCO #003 CO#3 LA Fulton								
13.1.1	22-220000.000.Subcontract BP #4 Plumbing Geberit Wall Carrier Substitution	\$1,919.00	\$1,919.00	\$0.00	\$0.00	\$1,919.00	100.00%	\$0.00	\$0.00
14	CCO #004 LA Fulton Change Order #4								
14.1	PCO #004 CO#4 LA Fulton								
14.1.1	22-220000.000.Subcontract BP #4 Plumbing Leisure Services Room Mop Sink Sanitary Line Reconnection	\$1,265.00	\$1,265.00	\$0.00	\$0.00	\$1,265.00	100.00%	\$0.00	\$0.00
TOTALS:		\$7,990.00	\$7,990.00	\$0.00	\$0.00	\$7,990.00	100.00%	\$0.00	\$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:		\$96,790.00	\$96,790.00	\$0.00	\$0.00	\$96,790.00	100.00%	\$0.00	\$0.00

APPLICATION AND CERTIFICATE FOR PAYMENT

CONSTRUCTION MANAGER-ADVISER EDITION

AIA DOCUMENT G702/CMA

PAGE ONE OF 2 PAGES

TO OWNER:

City of Clive
Clive, Iowa

PROJECT:

CITY HALL & LIBRARY RENOVATION
Clive, Iowa

APPLICATION NO:

6 Distribution to:

PERIOD TO: 11/31/25
PROJECT NO: ☒ OWNER
☒ CONSTRUCTION
MANAGER

FROM CONTRACTOR:

L.A. FULTON & SONS, INC.
3401-104TH STREET
DES MOINES, IA 50322

VIA CONSTRUCTION MANAGER:

DCI Group

CONTRACT DATE:

☐ ARCHITECT
☐ CONTRACTOR

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 \$ 7,990.00
3. CONTRACT SUM TO DATE (Line 1 + 2) \$ 96,790.00
4. TOTAL COMPLETED & STORED TO DATE \$ 96,790.00
(Column G on G703)

5. RETAINAGE:
a. 5 % of Completed Work \$ 0.00
(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) \$ 0.00

6. TOTAL EARNED LESS RETAINAGE \$ 96,790.00
(Line 4 less Line 5 Total)
7. LESS PREVIOUS CERTIFICATES FOR \$
PAYMENT (Line 6 from prior Certificate) 91,950.50
8. CURRENT PAYMENT DUE \$ 4,839.50
9. BALANCE TO FINISH, INCLUDING RETAINAGE \$ 0.00
(Line 3 less Line 6)

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$7,990.00	
Total approved this Month		
TOTALS	7990.00	0.00
NET CHANGES by Change Order		7990

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: 11/10/25

State of: Iowa
Subscribed and sworn to before me this 10th day of November 2025
My Commission expires: 11/24/26 My Commission Number 221639
My Commission Expires March 24, 2026

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: _____ 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: Matt McQuillen, City Manager

DATE: November 13, 2025

RE: Approve Pay Request #6 (Final) - Mid-American Glazing Systems -
City Hall & Library Renovation Phase1 Project - \$3,061.15

SYNOPSIS:

Staff is recommending approval of pay request #6 to Mid American Glazing for construction completed on phase 1 of the City Hall & Library Renovation Project. This is the final pay request and retainage release. Mid American is responsible for Prime Contract #2 – Aluminum Openings & Glazing. The pay request and retainage release was reviewed by the City's Construction Manager and Architect prior to this consideration for approval.

Prime Construction Contract #2 – Aluminum Openings & Glazing

Contract Amount	\$ 29,100.00	Contract Approved 1/9/25
Change Order #1	\$ 31,001.00	Approved by City Council 3/13/25
Change Order #2	\$ 527.00	Approved by CM 3/21/25
Change Order #3	\$ 595.00	Approved by CM 6/24/25
Revised Contract Amount	\$ 61,223.00	

Pay Request #1	\$ 1,425.00	Approved 2/14/25
Pay Request #2	\$ 570.00	Approved 3/13/25
Pay Request #3	\$ 5,376.05	Approved 6/12/25
Pay Request #4	\$ 43,418.80	Approved 7/24/25
Pay Request #5	\$ 7,372.00	Approved 8/14/25

Pay Request #6 – Final	\$ 3,061.15	
Balance Remaining	\$ 0	

5% Retainage Held	\$ 0
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Total – Pay Request #6	\$ 3,061.15
-------------------------------	--------------------

Acct # 350-5750-6799

Attachments:

1. MidAm Glazing Pay App 6 - Final

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: 6

INVOICE NO: 6 - retainage

PERIOD: 10/01/25 - 10/31/25

PROJECT NO: 23048

CONTRACT NO: SC-002 Clive City Hall

CONTRACT DATE:

CERTIFICATE DATE: 11/05/2025

SUBMITTED DATE:

FROM SUBCONTRACTOR:

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

SUBCONTRACT FOR: BP #2 Glazing & Aluminum Storefront

SUBCONTRACTOR'S APPLICATION FOR PAYMENT

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

1.	Original Contract Sum		\$29,100.00
2.	Net change by change orders		\$32,123.00
3.	Contract Sum to date (Line 1 ± 2)		\$61,223.00
4.	Total completed and stored to date (Column G on detail sheet)		\$61,223.00
5.	Retainage:		
	a. -0.45% of completed work	\$(252.95)	
	b. 5.00% of stored material	\$252.95	
	Total retainage (Line 5a + 5b or total in column I of detail sheet)		\$0.00
6.	Total earned less retainage (Line 4 less Line 5 Total)		\$61,223.00
7.	Less previous certificates for payment (Line 6 from prior certificate)		\$58,161.85
8.	Current payment due:		\$3,061.15
9.	Balance to finish, including retainage (Line 3 less Line 6)		\$0.00

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

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

SUBCONTRACTOR: Mid American Glazing

By: _____

State of: _____

County of: _____

Subscribed and sworn to before _____ day of _____

me this _____

Notary Public: _____

My commission expires: _____

✓

PM Review

10/31/2025 at 2:16 PM CDT

Decision Type

First responder decides ?

Result

Responders agree

Responded

▼ PM

> ✓ Drew Johnson:

Secondary Review

✓

Secondary Review

11/5/2025 at 11:49 AM CST

Decision Type

First responder decides ?

Result

Responders agree

Responded

▼ Designer

> ✓ Thomas Thatcher: Approve

✓

Approved

11/5/2025 at 11:49 AM CST

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: 10/28/2025

PERIOD: 10/01/25 - 10/31/25

Contract Lines

A		B	C	D	E	F	G		H	I
ITEM NO.	BUDGET CODE	DESCRIPTION OF WORK	SCHEDULED VALUE	APPROVED WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
				FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
1	8-88000.000.Subcontract BP #2 - Glazing	Labor	\$11,400.00	\$11,400.00	\$0.00	\$0.00	\$11,400.00	100.00%	\$0.00	\$0.00
2	8-88000.000.Subcontract BP #2 - Glazing	Materials	\$14,300.00	\$9,241.00	\$0.00	\$5,059.00	\$14,300.00	100.00%	\$0.00	\$0.00
3	8-88000.000.Subcontract BP #2 - Glazing	Sublet	\$3,400.00	\$3,400.00	\$0.00	\$0.00	\$3,400.00	100.00%	\$0.00	\$0.00
TOTALS:			\$29,100.00	\$24,041.00	\$0.00	\$5,059.00	\$29,100.00	100.00%	\$0.00	\$0.00

Change Orders

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	APPROVED WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	%(G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
4	CCO #001 Mid-American Glazing CO#1								
4.1	PCO #001 Mid-American Glazing CO#1								
4.1.1	8-88000.000.Subcontract BP #2 - Glazing	\$31,001.00	\$31,001.00	\$0.00	\$0.00	\$31,001.00	100.00%	\$0.00	\$0.00
5	CCO #002 Mid-American Glazing CO#2								
5.1	PCO #002 CE #010 - RFI #26 FL Doors 255								
5.1.1	8-88000.000.Subcontract BP #2 - Glazing RFI #26	\$527.00	\$527.00	\$0.00	\$0.00	\$527.00	100.00%	\$0.00	\$0.00
6	CCO #003 Mid-American Glazing CO#3								
6.1	PCO #003 PCO #3 - MAGS								
6.1.1	8-88000.000.Subcontract BP #2 - Glazing Conference Room 202 Film Size Increase	\$595.00	\$595.00	\$0.00	\$0.00	\$595.00	100.00%	\$0.00	\$0.00
TOTALS:		\$32,123.00	\$32,123.00	\$0.00	\$0.00	\$32,123.00	100.00%	\$0.00	\$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:		\$61,223.00	\$56,164.00	\$0.00	\$5,059.00	\$61,223.00	100.00%	\$0.00	\$0.00



Memo

TO: Mayor and Council members

FROM: Jonathan Cygan, Civil Engineer

DATE: November 13, 2025

RE: Approve Pay Request #7 - Caliber Concrete LLC. - 2025 NW 138th Street HMA Overlay - \$30,000

SYNOPSIS:

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

Pay Estimate #7 (Partial Release) - \$30,000.00

A breakdown of the contract status is as follows:

Amended Contract Amount	- \$756,516.74
Paid to Date	- <u>\$752,990.01</u>
Contract Remaining	- \$3,526.73

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

Attachments:

1. Pay Request #7



City of Clive

Payment Invoice

NW 138TH STREET HMA OVERLAY

Description	Full depth patching and HMA overlay of NW 138th St. and Lake Point.
Payment Number	7
Pay Period	10/01/2025 to 10/16/2025
Approval Date	11/06/2025
Prime Contractor	Caliber Concrete, LLC 1617 280th ST Adair, IA 50002
Payment Status	Pending
Awarded Project Amount	\$770,789.72
Authorized Amount	\$761,016.74

Line Number	Item	Unit	Current Paid Quantity	Unit Price	Amount
					Project Total: \$0.00

Summary

Current Approved Work:	\$0.00	Approved Work To Date:	\$761,016.74
Current Stockpile Advancement:	\$0.00	Stockpile Advancement To Date:	\$0.00
Current Stockpile Recovery:	\$0.00	Stockpile Recovery To Date:	\$0.00
Current Retainage:	\$24.11	Retainage To Date:	\$38,050.84
Current Retainage Released:	\$30,024.11	Retainage Released To Date:	\$30,024.11
Current Liquidated Damages:	\$0.00	Liquidated Damages To Date:	\$0.00
Current Adjustment:	\$0.00	Adjustments To Date:	\$0.00
Current Payment:	\$30,000.00	Payments To Date:	\$752,990.01
Previous Payment:	\$17,962.90	Previous Payments To Date:	\$722,990.01

Mayor, City of Clive

Date

Project Engineer, Jonathan Cygan

Date

Field Engineer, Kaleb Randel

Date

Contractor, Caliber Concrete, LLC

Date



Memo

TO: Mayor and Council members

FROM: Alyssa Welling, Administrative Assistant

DATE: November 13, 2025

RE: Approve Pay Request #7 - Country Landscapes - Greenbelt Landing Construction Project - \$10,257.00

SYNOPSIS:

Staff recommends approval of Pay Request #7 to Country Landscapes for the work completed to date on the Greenbelt Landing Project.

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

Total Change Orders to Date: **\$17,620.00**

Contract + Change Orders: **\$942,620.00**

Pay Request #7: **\$10,257.00**

Total Requested to Date: **\$323,295.89**

Remaining contract amount: **\$629,324.11**

Attachments:

1. Country Landscapes Pay App 07 - October R1

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:** 10/01/25 - 10/31/25**PROJECT NO:** 23046**CONTRACT NO:** SC-006 Clive Greenbelt
Landing**CONTRACT DATE:** 09/12/2024**CERTIFICATE DATE:** 10/30/2025**SUBMITTED DATE:** 10/27/2025**FROM SUBCONTRACTOR:**

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

SUBCONTRACT FOR: Country Landscapes - BP #32.1**SUBCONTRACTOR'S APPLICATION FOR PAYMENT**

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

1.	Original Contract Sum		\$925,000.00
2.	Net change by change orders		\$17,620.00
3.	Contract Sum to date (Line 1 ± 2)		\$942,620.00
4.	Total completed and stored to date (Column G on detail sheet)		\$340,311.48
5.	Retainage:		
	a. 5.00% of completed work	\$11,433.18	
	b. 5.00% of stored material	\$5,582.41	
	Total retainage (Line 5a + 5b or total in column I of detail sheet)		\$17,015.59
6.	Total earned less retainage (Line 4 less Line 5 Total)		\$323,295.89
7.	Less previous certificates for payment (Line 6 from prior certificate)		\$313,038.89
8.	Current payment due:		\$10,257.00
9.	Balance to finish, including retainage (Line 3 less Line 6)		\$619,324.11

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner/Client:	\$17,620.00	\$0.00
Total approved this month:	\$0.00	\$0.00
Totals:	\$17,620.00	\$0.00
Net change by change orders:	\$17,620.00	

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

SUBCONTRACTOR: Country Landscapes, Inc.

By: _____ Date: _____

State of:

County of:

Subscribed and sworn to before
me this _____ day of _____

Notary Public:

My commission expires: _____

Bruce Morrow

Digitally signed by Bruce Morrow
DN: E=Bruce.Morrow@smithgroup.com,
CN=Bruce Morrow, OU=Users,
OU=MD, DC=smithgroup, DC=com
Date: 2025.11.01 07:07:31-05'00'

Drew Johnson

Digitally signed by Drew
Johnson
DN: C=US,
E=drewj@dcigroup-us.com,
CN=Drew Johnson
Date: 2025.11.03
10:14:20-06'00'

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: 10/27/2025

PERIOD: 10/01/25 - 10/31/25

Contract Lines

A		B	C	D	E	F	G		H	I
ITEM NO.	BUDGET CODE	DESCRIPTION OF WORK	SCHEDULED VALUE	APPROVED WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
				FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
1	32-329000.000.Subcontract BP #32.1 - Landscaping	Landscaping	\$76,894.22	\$870.51	\$0.00	\$0.00	\$870.51	1.13%	\$76,023.71	\$43.53
2	32-329000.000.Subcontract BP #32.1 - Landscaping	Sodding/Seeding	\$110,837.64	\$10,462.48	\$0.00	\$0.00	\$10,462.48	9.44%	\$100,375.16	\$523.12
3	32-329000.000.Subcontract BP #32.1 - Landscaping	Irrigation	\$67,775.00	\$44,446.85	\$0.00	\$0.00	\$44,446.85	65.58%	\$23,328.15	\$2,222.34
4	32-329000.000.Subcontract BP #32.1 - Landscaping	Aggregate Paving	\$150,159.52	\$15,912.31	\$0.00	\$97,548.22	\$113,460.53	75.56%	\$36,698.99	\$5,673.03
5	32-329000.000.Subcontract BP #32.1 - Landscaping	Landscaping Stone	\$169,359.98	\$114,369.26	\$7,159.10	\$14,100.00	\$135,628.36	80.08%	\$33,731.62	\$6,781.42
6	32-329000.000.Subcontract BP #32.1 - Landscaping	Stone Block Wall	\$208,101.24	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$208,101.24	\$0.00
7	32-329000.000.Subcontract BP #32.1 - Landscaping	Accent Planting Soils	\$91,872.40	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$91,872.40	\$0.00
8	32-329000.000.Subcontract BP #32.1 - Landscaping	Project Management	\$50,000.00	\$22,710.62	\$12,732.13	\$0.00	\$35,442.75	70.89%	\$14,557.25	\$1,772.15
TOTALS:			\$925,000.00	\$208,772.03	\$19,891.23	\$111,648.22	\$340,311.48	36.79%	\$584,688.52	\$17,015.59

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					
9	CCO #001 CO#1 Country Landscapes								
9.1	PCO #001 CO#1 Country Landscapes								
9.1.1	32-329000.000.Subcontract BP #32.1 - Landscaping Contract Extension	\$17,620.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$17,620.00	\$0.00
TOTALS:		\$17,620.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$17,620.00	\$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:		\$942,620.00	\$208,772.03	\$19,891.23	\$111,648.22	\$340,311.48	36.10%	\$602,308.52	\$17,015.59

WAIVER OF LIEN TO DATE

STATE OF Iowa)
) ss:
COUNTY OF Polk)

Project Name: **Greenbelt Landing**

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

The undersigned, for and in consideration of the sum of **Ten Thousand Two Hundred Fifty Seven Dollars & 00/cents (\$10,257.00)** 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 **Ames, IA**, on the **30th** day of **October, 2025**.

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

By: *Zach Steckly*
Accountant



Memo

TO: Mayor and Council members

FROM: Jim Hagelie, Engineering Services Administrator

DATE: November 13, 2025

RE: Approve Pay Request #8 - Concrete Technologies, Inc. - Alice's Road Phase 1A Reconstruction Project - \$935,972.96

SYNOPSIS:

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

Pay Estimate #8 - \$935,972.96

A breakdown of the contract status is as follows:

Contract Amount	-	\$4,403,044.31
Paid to Date	-	<u>\$2,742,787.39</u>
Contract Remaining	-	\$1,660,256.92

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

Attachments:

1. Pay Request #8



City of Clive

Payment Invoice

Alice's road Improvements, Phase 1A

Description	Alice's Road Reconstruction Between Horizon Dr. to Dellwood Dr.
Payment Number	8
Pay Period	09/28/2025 to 11/01/2025
Approval Date	11/13/2025
Prime Contractor	CTI-01 1001 SE 37th St. Grimes, IA 50111
Payment Status	Pending
Awarded Project Amount	\$4,294,120.31
Authorized Amount	\$4,403,044.31

Line Number	Item	Unit	Current Paid Quantity	Unit Price	Amount
Section: 1 Description					
0080	25-008	SY	8,500.000	\$11.500	\$97,750.00
Subbase, Modified, 6"					
0100	25-010	LF	220.000	\$10.100	\$2,222.00
Removal of Known Pipe Culvert, CMP, Less Than or Equal to 36"					
0130	25-013	LS	0.250	\$5,050.000	\$1,262.50
Compaction Testing					
0140	25-014	LS	0.500	\$8,080.000	\$4,040.00
Trench Compaction Testing					
0150	25-015	LF	23.000	\$116.050	\$2,669.15
Storm Sewer, Trenched, Unclassified,15in					
0160	25-016	LF	379.000	\$72.500	\$27,477.50
Project Total: \$985,234.69					

Line Number	Item	Unit	Current Paid Quantity	Unit Price	Amount
Storm Sewer, Trenched, Class 3 RCP, 15in					
0230	25-023	LF	209.000	\$12.100	\$2,528.90
Remove Storm Sewer, Class 3 RCP, less than or Equal to 24 in					
0240	25-024	EACH	1.000	\$577.500	\$577.50
Pipe Apron, Unclassified, 15"					
0250	25-025	EACH	1.000	\$1,090.000	\$1,090.00
Pipe Apron, RCP, 18"					
0260	25-026	EACH	3.000	\$1,280.000	\$3,840.00
Pipe Apron, RCP, 24"					
0490	25-049	EACH	4.000	\$267.500	\$1,070.00
Fire Hydrant Assembly Removal					
0520	25-052	EACH	1.000	\$5,960.000	\$5,960.00
Manhole, SW-401, 48 in.					
0570	25-057	EACH	3.000	\$7,070.000	\$21,210.00
STORM SEWER INTAKE, SW-505					
0580	25-058	EACH	1.000	\$10,500.000	\$10,500.00
STORM SEWER INTAKE, SW-506					
0590	25-059	EACH	1.000	\$4,545.000	\$4,545.00
STORM SEWER INTAKE, SW-512, 24" DIA.					
0610	25-061	EACH	1.000	\$303.000	\$303.00
Remove Manhole					
0620	25-062	EACH	1.000	\$303.000	\$303.00
Intake, Removal					
0630	25-063	SY	7,665.950	\$66.850	\$512,468.76
Pavement, PCC, 9"					
0650	25-066	SY	657.000	\$82.500	\$54,202.50
Concrete Median, Doweled					
0680	25-068	LS	0.500	\$14,500.000	\$7,250.00
PCC, Pavement Samples and Testing					
0710	25-071	SY	417.440	\$47.450	\$19,807.53
Project Total: \$985,234.69					

Line Number	Item	Unit	Current Paid Quantity	Unit Price	Amount
Shared Use Path, PCC, 6"					
0720	25-072	SY	501.330	\$3.050	\$1,529.06
Special Subgrade Preparation for Shared Use Path					
0750	25-075	SY	112.230	\$53.500	\$6,004.31
Driveway, Paved, PCC 6"					
0880	25-088	LS	0.200	\$19,500.000	\$3,900.00
TEMPORARY TRAFFIC CONTROL					
1000	25-100	LS	0.100	\$4,545.000	\$454.50
SWPPP-Management					
1050	25-105	TON	1,049.910	\$80.800	\$84,832.73
Rip-Rap, Class E					
1100	25-110	EACH	25.000	\$126.250	\$3,156.25
Inlet Protection Device, Drop-in, Installation					
1140	25-114	LS	1.000	\$95,850.000	\$95,850.00
Bio-Retention					
1180	25-118	LS	0.100	\$26,775.000	\$2,677.50
Construction Survey					
1200	25-120	LS	0.100	\$3,795.000	\$379.50
MAINTENANCE OF POSTAL SERVICE					
1210	25-121	LS	0.100	\$4,860.000	\$486.00
Maintenance of Solid Waste Collection					
1220	25-122	LS	0.500	\$9,775.000	\$4,887.50
Concrete Washout					
				Section Total: \$985,234.69	
				Project Total: \$985,234.69	

Summary

Current Approved Work:	\$985,234.69	Approved Work To Date:	\$2,887,144.62
Current Stockpile Advancement:	\$0.00	Stockpile Advancement To Date:	\$0.00
Current Stockpile Recovery:	\$0.00	Stockpile Recovery To Date:	\$0.00
Current Retainage:	\$49,261.73	Retainage To Date:	\$144,357.23
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:	\$935,972.96	Payments To Date:	\$2,742,787.39
Previous Payment:	\$264,862.67	Previous Payments To Date:	\$1,806,814.43

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

Project Engineer, Jim Hagelie	Date
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Field Engineer, Tony Clemenson	Date
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Contractor, Concrete Technologies Inc.	Date
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Memo

TO: Mayor and Council members

FROM: Matt McQuillen, City Manager

DATE: November 13, 2025

RE: Approve Pay Request #8 (Final) - Dahl Air Condition & Heating - City Hall & Library Renovation Phase 1 Project - \$14,602.50

SYNOPSIS:

Staff is recommending approval of pay request #8 to Dahl Air Conditioning & Heating LLC for construction completed on phase 1 of the City Hall & Library Renovation Project. This is the final pay request and retainage release for the 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
Change Order #1	\$ 1,143.00	Approved by CM 8/22/25
Revised Contract Amount	\$ 292,068.00	

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	Approved 5/22/25
Pay Request #5	\$ 16,882.45	Approved 6/12/25
Pay Request #6	\$ 17,214.00	Approved 8/14/25
Pay Request #7	\$ 1,085.85	Approved 10/9/25

Pay Request #8 - Final	\$ 14,602.50
Balance Remaining	\$ 0

5% Retainage Held	\$ 0
-------------------	------

Total – Pay Request #8	\$ 14,602.50
-------------------------------	---------------------

Acct # 350-5750-6799

Attachments:

1. Dahl Pay App 8 - Final

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: 8

INVOICE NO: 8 - retainage

PERIOD: 10/01/25 - 10/31/25

PROJECT NO: 23048

CONTRACT NO: SC-003 Clive City Hall

CONTRACT DATE: 12/12/2024

CERTIFICATE DATE: 11/05/2025

SUBMITTED DATE:

FROM SUBCONTRACTOR:

Dahl Heating & Air Conditioning
2000 Ash Street PO Box 560
DeSoto, Iowa 50069

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	\$1,143.00
3.	Contract Sum to date (Line 1 ± 2)	\$292,068.00
4.	Total completed and stored to date (Column G on detail sheet)	\$292,068.00
5.	Retainage:	
	a. 0.00% of completed work	\$0.90
	b. 0.00% of stored material	\$0.00
	Total retainage (Line 5a + 5b or total in column I of detail sheet)	\$0.90
6.	Total earned less retainage (Line 4 less Line 5 Total)	\$292,067.10
7.	Less previous certificates for payment (Line 6 from prior certificate)	\$277,464.60
8.	Current payment due:	\$14,602.50
9.	Balance to finish, including retainage (Line 3 less Line 6)	\$0.90

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner/Client:	\$1,143.00	\$0.00
Total approved this month:	\$0.00	\$0.00
Totals:	\$1,143.00	\$0.00
Net change by change orders:	\$1,143.00	

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
10/31/2025 at 2:18 PM CDT

Decision Type
First responder decides ⓘ

Result
Responders agree

Responded
✓ PM
➤ ✓ Drew Johnson: Secondary Review

✓ Secondary Review
11/5/2025 at 11:50 AM CST

Decision Type
First responder decides ⓘ

Result
Responders agree

Responded
✓ Designer
➤ ✓ Thomas Thatcher: Approve

✓ Approved
11/5/2025 at 11:50 AM CST

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: 8

APPLICATION DATE: 10/28/2025

PERIOD: 10/01/25 - 10/31/25

Contract Lines

A		B	C	D	E	F	G		H	I
ITEM NO.	BUDGET CODE	DESCRIPTION OF WORK	SCHEDULED VALUE	APPROVED WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	%(G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
				FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
1	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	\$0.90
2	23-230000.000.Subcontract Bid Package #3 Mechanical	Demolition	\$16,774.00	\$16,774.00	\$0.00	\$0.00	\$16,774.00	100.00%	\$0.00	\$0.00
3	23-230000.000.Subcontract Bid Package #3 Mechanical	Ductwork and Accessories - Material	\$28,958.00	\$28,958.00	\$0.00	\$0.00	\$28,958.00	100.00%	\$0.00	\$0.00
4	23-230000.000.Subcontract Bid Package #3 Mechanical	Ductwork and Accessories - Labor	\$11,032.00	\$11,032.00	\$0.00	\$0.00	\$11,032.00	100.00%	\$0.00	\$0.00
5	23-230000.000.Subcontract Bid Package #3 Mechanical	Roof Top Units - Material	\$106,529.00	\$106,529.00	\$0.00	\$0.00	\$106,529.00	100.00%	\$0.00	\$0.00
6	23-230000.000.Subcontract Bid Package #3 Mechanical	Roof Top Units - Labor	\$2,856.00	\$2,856.00	\$0.00	\$0.00	\$2,856.00	100.00%	\$0.00	\$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	\$0.00
8	23-230000.000.Subcontract Bid Package #3 Mechanical	GRD's - Labor	\$1,598.00	\$1,598.00	\$0.00	\$0.00	\$1,598.00	100.00%	\$0.00	\$0.00
9	23-230000.000.Subcontract Bid Package #3 Mechanical	Testing, Adjusting, & Balancing	\$8,120.00	\$8,120.00	\$0.00	\$0.00	\$8,120.00	100.00%	\$0.00	\$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	\$0.00
11	23-230000.000.Subcontract Bid Package #3 Mechanical	Temperature Control	\$79,915.00	\$79,915.00	\$0.00	\$0.00	\$79,915.00	100.00%	\$0.00	\$0.00
TOTALS:			\$290,925.00	\$290,925.00	\$0.00	\$0.00	\$290,925.00	100.00%	\$0.00	\$0.90

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					
12	CCO #001 Dahl CO #1								
12.1	PCO #001 CO#1 Dahl								
12.1.1	23-230000.000.Subcontract Bid Package #3 Mechanical Install (3) Return Grilles	\$1,143.00	\$1,143.00	\$0.00	\$0.00	\$1,143.00	100.00%	\$0.00	\$0.00
TOTALS:		\$1,143.00	\$1,143.00	\$0.00	\$0.00	\$1,143.00	100.00%	\$0.00	\$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:		\$292,068.00	\$292,068.00	\$0.00	\$0.00	\$292,068.00	100.00%	\$0.00	\$0.90



Memo

TO: Mayor and Council members

FROM: Matt McQuillen, City Manager

DATE: November 13, 2025

RE: Approve Pay Request #10 - DCI Group - City Hall-Library Remodel
Phase 1 Project - \$25,749.82

SYNOPSIS:

Staff recommends approval of Pay Request #10 to DCI Group for construction management services completed to date for Phase 1 of the City Hall/Library Remodel Project. All work areas are complete and this will be the last pay request for Phase 1 with all work now focused on Phase 2

Construction Management Services (Fee and Staff Costs)

Estimated Contract Amount	\$ 194,947.10	(Contract Approved 12/12/24)
Pay Request #1	\$ 21,226.73	Approved 2-6-25
Pay Request #2	\$ 21,786.73	Approved 2-27-25
Pay Request #3	\$ 20,106.73	Approved 3-27-25
Pay Request #4	\$ 20,666.73	Approved 4-24-25
Pay Request #5	\$ 21,226.73	Approved 5-22-25
Pay Request #6	\$ 21,226.73	Approved 6-24-25
Pay Request #7	\$ 20,666.73	Approved 7-24-25
Pay Request #8	\$ 12,880.00	Approved 8-28-25
Pay Request #9	\$ 11,760.00	Approved 9-25-25
Pay Request #10	\$ 23,400.00	
Balance Remaining	\$ 0	

General Conditions/Reimbursements

Estimated Contract Amount	\$ 53,926.53	(Contract Approved 12/12/24)
Pay Request #1	\$ 7,434.28	Approved 2-6-25
Pay Request #2	\$ 17,010.45	Approved 2-27-25
Pay Request #3	\$ 2,564.38	Approved 3-27-25
Pay Request #4	\$ 2,627.79	Approved 4-24-25
Pay Request #5	\$ 2,106.81	Approved 5-22-25
Pay Request #6	\$ 2,729.45	Approved 6-24-25
Pay Request #7	\$ 2,199.33	Approved 7-24-25
Pay Request #8	\$ 799.06	Approved 8-28-25
Pay Request #9	\$ 513.60	Approved 9-25-25
Pay Request #10	\$ 2,349.82	
Balance Remaining	\$ 16,219.35	

Total – Pay Request #10 **\$ 25,749.82**

Acct # 350-5750-6407

Attachments:

1. DCI Invoice 10 - CH-Lib Phase 1 CMA 11-13-25



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

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

INVOICE # 16

Date: 9/30/2025
Invoice #: 23-048-16

CM Services performed:
Clive City Hall Renovation

Period Completed:
September 2025

Vendor:	Description	Amount
DCI Group	Construction	\$ 23,400.00
DCI Group	Fee	\$ -
DCI Group	Project Reimbursables	\$ 2,349.82
TOTAL DUE:		<u>\$ 25,749.82</u>

By: _____

Date: _____

DCI GROUP						App # : 16	
						App Date: September-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	\$ 109,200.00	\$ 23,400.00	\$ 132,600.00	\$ -
CM Fee	\$ 62,347.10	\$ -	\$ 62,347	\$ 62,347.10	\$ -	\$ 62,347.10	\$ -
Reimbursables	\$ 59,426.53	\$ -	\$ 59,427	\$ 37,985.17	\$ 2,349.82	\$ 40,334.99	\$ -
TOTAL	\$ 291,485.63	\$ -	\$ 291,485.63	\$ 246,644.27	\$ 25,749.82	\$ 272,394.09	\$ -

Clive City Hall Renovation								
Construction								
Personnel	Hourly Rate	Contract	Previous	This Period	Total	Balance	Cost	
Project Executive	\$ 150.00	156	0	156	156	0	\$	23,400.00
Project Manager	\$ 110.00	390	390	0	390	0	\$	-
Project Engineer	\$ 85.00	780	780	0	780	0	\$	-
Total							\$	23,400.00

Reimbursables			
Vendor	Description	Invoice #	Amount
Country Landscapes	Bed Cleanup and Mulching	240794	\$ 2,349.82
Total			\$ 2,349.82



COUNTRY LANDSCAPES, INC.

Distinctive Landscapes Since 1981

Corporate Office • 3801 East Lincoln Way, Ames, IA 50010
Toll Free 1.800.794.9795 • Corporate Fax 515.232.8325 • www.countrylandscapes.com

PROPOSAL #: 0240794
SALESPERSON: Trever Ewalt
CUSTOMER NO: DCIGR11
ORDER DATE: 9/22/2025

Page: 1

JOB TITLE: **CITY OF CLIVE - BED CLEANUP AND MULCHING**

Sold To:

DCI GROUP, INC. (GREENBELT)
220 SE 6TH ST STE 200
DES MOINES, IA 50309

Ship To:

GREENBELT LANDING
1801 NW 114TH ST
CLIVE, IA 50325

01. BED CLEANUP AND MULCH

ITEM	QTY	SIZE
SHREDDED HARDWOOD MULCH & PREEN	785.00	SQFT
BED CLEANUP/REMOVALS INCLUDES MOBILIZATIONS	1.00	EA

SECTION SUBTOTAL:	\$2,349.82
SECTION TAX:	\$0.00
SECTION TOTAL:	\$2,349.82

WE PROPOSE to furnish material and labor in accordance with the above specifications for the sum of \$ 2,349.82.

A minimum deposit of \$ 587.46 is due with signed proposal before work can be scheduled.

Invoicing will occur either at completion or at month's end (for projects exceeding one month in duration). Items not completed will be backordered to be installed and invoiced as a separate invoice.

AUTHORIZED SIGNATURE _____ DATE _____

Order Total: **\$2,349.82**

ACCEPTANCE OF PROPOSAL - The above prices, specifications, and conditions (including those in Attachment A, warranty, & general terms) are satisfactory and are hereby accepted. Country Landscapes, Inc. is authorized to do the work as specified.

The balance of received invoices will be paid within 10 days of invoice date. Deposits & payments accepted as a check or a credit card (plus a 3% surcharge). A finance charge of 1 1/2 % per month, which is an annual percentage rate of 18%, will be charged on accounts over 30 days past due, plus attorney's fees and costs related to the collection of amounts owed & not paid when due.

SIGNATURE _____

SIGNATURE _____

Date of Acceptance: _____

\$_____ is hereby paid as a deposit with check # _____

*This proposal may be subject to repricing after *** 10/22/2025 ****



Memo

TO: Mayor and Council members

FROM: Matt McQuillen, City Manager

DATE: November 13, 2025

RE: Approve Pay Request #10 - Keystone Construction - City Hall & Library Renovation Phase 1 Project - \$8,330.03

SYNOPSIS:

Staff is recommending approval of pay request #10 to Keystone Construction for construction completed on phase 1 of the City Hall & Library Renovation Project. Keystone is responsible for Prime Contracts #1 – General Construction and #7 – Asbestos Remediation and Demolition. The pay request was reviewed by the City's Construction Manager and Architect prior to this consideration for approval.

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

Contract Amount	\$ 958,900.00	Contract Approved 12/12/24
Change Order #1	\$ 1,166.15	Approved by City Council 3/13/25
Change Order #2	\$ 12,026.98	Approved by CM 4/7/25
Change Order #3	\$ 20,417.43	Approved by CM 5/7/25
Change Order #4	\$ 24,775.82	Approved by CM 6/24/25
Change Order #5	\$ 3,148.04	Approved by CM 7/7/25
Change Order #6	\$ 22,525.96	Approved by CM 7/24/25
Change Order #7	\$ 8,768.45	Approved by CM 9/18/25
Revised Contract Amount	\$ 1,051,728.83	
Pay Request #1	\$ 54,395.10	Approved 2/14/25
Pay Request #2	\$ 77,778.16	Approved 3/13/25
Pay Request #3	\$ 142,591.91	Approved 4/10/25
Pay Request #4	\$ 190,342.92	Approved 5/22/25
Pay Request #5	\$ 175,460.43	Approved 6/12/25
Pay Request #6	\$ 196,015.88	Approved 7/10/25
Pay Request #7	\$ 114,034.57	Approved 8/14/25
Pay Request #8	\$ 15,429.73	Approved 9/11/25
Pay Request #9	\$ 24,763.61	Approved 10/9/25
Pay Request #10	\$ 8,330.03	
Balance Remaining	\$ 52,586.49	
5% Retainage Held	\$ 52,586.49	
Total – Pay Request #10	\$ 8,330.03	

Acct # 350-5750-6799

Attachments:

1. Keystone Pay App 10

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: 10
INVOICE NO: Pay App 10 -Oct
PERIOD: 10/01/25 - 10/31/25
PROJECT NO: 23048
CONTRACT NO: SC-001 Clive City Hall
CONTRACT DATE: 12/12/2024
CERTIFICATE DATE: 11/05/2025
SUBMITTED DATE: 10/24/2025

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	\$92,828.83
3.	Contract Sum to date (Line 1 ± 2)	\$1,051,728.83
4.	Total completed and stored to date (Column G on detail sheet)	\$1,051,728.83
5.	Retainage:	
	a. 5.00% of completed work	\$52,586.49
	b. 0.00% of stored material	\$0.00
	Total retainage (Line 5a + 5b or total in column I of detail sheet)	\$52,586.49
6.	Total earned less retainage (Line 4 less Line 5 Total)	\$999,142.34
7.	Less previous certificates for payment (Line 6 from prior certificate)	\$990,812.31
8.	Current payment due:	\$8,330.03
9.	Balance to finish, including retainage (Line 3 less Line 6)	\$52,586.49

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner/Client:	\$85,830.46	\$(1,770.08)
Total approved this month:	\$8,768.45	\$0.00
Totals:	\$94,598.91	\$(1,770.08)
Net change by change orders:	\$92,828.83	

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

11/3/2025 at 9:25 AM CST

Decision Type

First responder decides

Result

Responders agree

Responded

✓ PM

➤ ✓ Drew Johnson: Secondary Review

✓

Secondary Review

11/5/2025 at 11:50 AM CST

Decision Type

First responder decides

Result

Responders agree

Responded

✓ Designer

➤ ✓ Thomas Thatcher: Approve

✓

Approved

11/5/2025 at 11:50 AM CST

Document SUMMARY SHEET, APPLICATION AND CERTIFICATE FOR PAYMENT, containing

APPLICATION NUMBER: 10

Contractor's signed Certification is attached.

APPLICATION DATE: 10/28/2025

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

PERIOD: 10/01/25 - 10/31/25

Contract Lines

A		B	C	D	E	F	G		H	I
ITEM NO.	BUDGET CODE	DESCRIPTION OF WORK	SCHEDULED VALUE	APPROVED WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	%(G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
				FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
1	2-24100.000.Subcontract BP #1 & BP#7 - General/Demo	General Requirements	\$179,307.00	\$179,307.00	\$0.00	\$0.00	\$179,307.00	100.00%	\$0.00	\$8,965.35
2	2-24100.000.Subcontract BP #1 & BP#7 - General/Demo	Temp Facilities and Controls	\$4,564.00	\$4,564.00	\$0.00	\$0.00	\$4,564.00	100.00%	\$0.00	\$228.20
3	2-24100.000.Subcontract BP #1 & BP#7 - General/Demo	Demolition	\$52,091.00	\$52,091.00	\$0.00	\$0.00	\$52,091.00	100.00%	\$0.00	\$2,604.55
4	2-24100.000.Subcontract BP #1 & BP#7 - General/Demo	Asbestos Abatement	\$19,300.00	\$19,300.00	\$0.00	\$0.00	\$19,300.00	100.00%	\$0.00	\$965.00
5	2-24100.000.Subcontract BP #1 & BP#7 - General/Demo	Cast-In-Place Concrete	\$12,130.00	\$12,130.00	\$0.00	\$0.00	\$12,130.00	100.00%	\$0.00	\$606.50
6	2-24100.000.Subcontract BP #1 & BP#7 - General/Demo	Concrete Finishing	\$1,500.00	\$1,500.00	\$0.00	\$0.00	\$1,500.00	100.00%	\$0.00	\$75.00
7	2-24100.000.Subcontract BP #1 & BP#7 - General/Demo	Unit Masonry	\$34,800.00	\$34,800.00	\$0.00	\$0.00	\$34,800.00	100.00%	\$0.00	\$1,740.00
8	2-24100.000.Subcontract BP #1 & BP#7 - General/Demo	Structural Steel Framing	\$20,910.00	\$20,910.00	\$0.00	\$0.00	\$20,910.00	100.00%	\$0.00	\$1,045.50
9	2-24100.000.Subcontract BP #1 & BP#7 - General/Demo	Rough Carpentry	\$13,210.00	\$13,210.00	\$0.00	\$0.00	\$13,210.00	100.00%	\$0.00	\$660.50
10	2-24100.000.Subcontract BP #1 & BP#7 - General/Demo	Finish Carpentry	\$25,839.00	\$25,839.00	\$0.00	\$0.00	\$25,839.00	100.00%	\$0.00	\$1,291.96
11	2-24100.000.Subcontract BP #1 & BP#7 - General/Demo	Architectural Wood Casework	\$102,928.00	\$102,928.00	\$0.00	\$0.00	\$102,928.00	100.00%	\$0.00	\$5,146.40
12	2-24100.000.Subcontract BP #1 & BP#7 - General/Demo	Firestopping	\$1,500.00	\$1,500.00	\$0.00	\$0.00	\$1,500.00	100.00%	\$0.00	\$75.00
13	2-24100.000.Subcontract BP #1 & BP#7 - General/Demo	Joint Sealants	\$1,500.00	\$1,500.00	\$0.00	\$0.00	\$1,500.00	100.00%	\$0.00	\$75.00
14	2-24100.000.Subcontract BP #1 & BP#7 - General/Demo	Hollow Metal Doors and Frames	\$67,780.00	\$67,780.00	\$0.00	\$0.00	\$67,780.00	100.00%	\$0.00	\$3,389.00
15	2-24100.000.Subcontract BP #1 & BP#7 - General/Demo	Access Doors and Panels	\$500.00	\$500.00	\$0.00	\$0.00	\$500.00	100.00%	\$0.00	\$25.00
16	2-24100.000.Subcontract	Folding Grilles	\$9,580.00	\$9,580.00	\$0.00	\$0.00	\$9,580.00	100.00%	\$0.00	\$479.00

A		B	C	D	E	F	G		H	I
ITEM NO.	BUDGET CODE	DESCRIPTION OF WORK	SCHEDULED VALUE	APPROVED WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
				FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
	BP #1 & BP#7 - General/Demo									
17	2-24100.000.Subcontract BP #1 & BP#7 - General/Demo	Gypsum Board Assemblies	\$138,195.00	\$138,195.00	\$0.00	\$0.00	\$138,195.00	100.00%	\$0.00	\$6,909.76
18	2-24100.000.Subcontract BP #1 & BP#7 - General/Demo	Tiling	\$43,982.00	\$43,982.00	\$0.00	\$0.00	\$43,982.00	100.00%	\$0.00	\$2,199.10
19	2-24100.000.Subcontract BP #1 & BP#7 - General/Demo	Acoustical Ceilings	\$93,250.00	\$93,250.00	\$0.00	\$0.00	\$93,250.00	100.00%	\$0.00	\$4,662.50
20	2-24100.000.Subcontract BP #1 & BP#7 - General/Demo	Resilient Flooring	\$47,620.00	\$47,620.00	\$0.00	\$0.00	\$47,620.00	100.00%	\$0.00	\$2,381.00
21	2-24100.000.Subcontract BP #1 & BP#7 - General/Demo	Moss Walls	\$15,042.00	\$15,042.00	\$0.00	\$0.00	\$15,042.00	100.00%	\$0.00	\$752.11
22	2-24100.000.Subcontract BP #1 & BP#7 - General/Demo	Painting	\$21,320.00	\$21,320.00	\$0.00	\$0.00	\$21,320.00	100.00%	\$0.00	\$1,066.00
23	2-24100.000.Subcontract BP #1 & BP#7 - General/Demo	Signage	\$2,499.00	\$2,499.00	\$0.00	\$0.00	\$2,499.00	100.00%	\$0.00	\$124.95
24	2-24100.000.Subcontract BP #1 & BP#7 - General/Demo	Wall and Door Protection	\$1,825.00	\$1,825.00	\$0.00	\$0.00	\$1,825.00	100.00%	\$0.00	\$91.25
25	2-24100.000.Subcontract BP #1 & BP#7 - General/Demo	Toilet/Bath/Laundry Accessories	\$10,050.00	\$10,050.00	\$0.00	\$0.00	\$10,050.00	100.00%	\$0.00	\$502.50
26	2-24100.000.Subcontract BP #1 & BP#7 - General/Demo	Emergency Aid Specialties	\$400.00	\$400.00	\$0.00	\$0.00	\$400.00	100.00%	\$0.00	\$20.00
27	2-24100.000.Subcontract BP #1 & BP#7 - General/Demo	Fire Protection Specialties	\$580.00	\$580.00	\$0.00	\$0.00	\$580.00	100.00%	\$0.00	\$29.00
28	2-24100.000.Subcontract BP #1 & BP#7 - General/Demo	Projection Screens	\$8,137.00	\$8,137.00	\$0.00	\$0.00	\$8,137.00	100.00%	\$0.00	\$406.85
29	2-24100.000.Subcontract BP #1 & BP#7 - General/Demo	Roller Window Shades	\$6,061.00	\$6,061.00	\$0.00	\$0.00	\$6,061.00	100.00%	\$0.00	\$303.05
30	2-24100.000.Subcontract BP #1 & BP#7 - General/Demo	Exterior Improvements	\$2,500.00	\$2,500.00	\$0.00	\$0.00	\$2,500.00	100.00%	\$0.00	\$125.00
31	2-24100.000.Subcontract BP #1 & BP#7 - General/Demo	Contingency	\$10,000.00	\$10,000.00	\$0.00	\$0.00	\$10,000.00	100.00%	\$0.00	\$500.00
32	2-24100.000.Subcontract BP #1 & BP#7 - General/Demo	Touchup Painting Allowance	\$10,000.00	\$10,000.00	\$0.00	\$0.00	\$10,000.00	100.00%	\$0.00	\$500.00
TOTALS:			\$958,900.00	\$958,900.00	\$0.00	\$0.00	\$958,900.00	100.00%	\$0.00	\$47,945.03

[illegible]

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ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	APPROVED WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
38.1	PCO #006 CO#6 Keystone								
38.1.1	2-24100.000.Subcontract BP #1 & BP#7 - General/Demo RFI #28	\$747.50	\$747.50	\$0.00	\$0.00	\$747.50	100.00%	\$0.00	\$37.38
38.1.2	2-24100.000.Subcontract BP #1 & BP#7 - General/Demo Sheet Metal Roof Repairs	\$7,868.95	\$7,868.95	\$0.00	\$0.00	\$7,868.95	100.00%	\$0.00	\$393.45
38.1.3	2-24100.000.Subcontract BP #1 & BP#7 - General/Demo Miscellaneous Signage Adds	\$5,873.87	\$5,873.87	\$0.00	\$0.00	\$5,873.87	100.00%	\$0.00	\$293.69
38.1.4	2-24100.000.Subcontract BP #1 & BP#7 - General/Demo	\$327.60	\$327.60	\$0.00	\$0.00	\$327.60	100.00%	\$0.00	\$16.38
38.1.5	2-24100.000.Subcontract BP #1 & BP#7 - General/Demo Replace Metal Cap on Transformer Enclosure	\$6,541.08	\$6,541.08	\$0.00	\$0.00	\$6,541.08	100.00%	\$0.00	\$327.05
38.1.6	2-24100.000.Subcontract BP #1 & BP#7 - General/Demo ITC 12 - Circulation Desk Casework & Dais Painting	\$1,166.96	\$1,166.96	\$0.00	\$0.00	\$1,166.96	100.00%	\$0.00	\$58.35
39	CCO #007 Keystone Change Order #007								
39.1	PCO #007 Keystone CO#7								
39.1.1	2-24100.000.Subcontract BP #1 & BP#7 - General/Demo Library Demo Adds	\$3,637.87	\$0.00	\$3,637.87	\$0.00	\$3,637.87	100.00%	\$0.00	\$181.89
39.1.2	2-24100.000.Subcontract BP #1 & BP#7 - General/Demo Leisure Services Room Mop Sink Sanitary Line Reconnection	\$1,638.00	\$0.00	\$1,638.00	\$0.00	\$1,638.00	100.00%	\$0.00	\$81.90
39.1.3	2-24100.000.Subcontract BP #1 & BP#7 - General/Demo Upgrade to wireless push button	\$418.60	\$0.00	\$418.60	\$0.00	\$418.60	100.00%	\$0.00	\$20.93
39.1.4	2-24100.000.Subcontract BP #1 & BP#7 - General/Demo	\$3,073.98	\$0.00	\$3,073.98	\$0.00	\$3,073.98	100.00%	\$0.00	\$153.70
TOTALS:		\$92,828.83	\$84,060.38	\$8,768.45	\$0.00	\$92,828.83	100.00%	\$0.00	\$4,641.46

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:		\$1,051,728.83	\$1,042,960.38	\$8,768.45	\$0.00	\$1,051,728.83	100.00%	\$0.00	\$52,586.49



KEYSTONE
CONSTRUCTION SERVICES

CONDITIONAL LIEN WAIVER AND RELEASE UPON PROGRESS PAYMENT

KNOW ALL MEN BY THESE PRESENTS:

Upon receiving progress payment in the sum of **\$8,768.45** 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 **October 31, 2025**, only and does not cover any retention retained before or after the release date.

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

Dated: **October 31, 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: November 13, 2025

RE: Approve Pay Request #10 - On Track Construction - Greenbelt Landing Construction Project - \$96,638.75

SYNOPSIS:

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

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

Total Change Orders to Date: **\$114,478.46**

Contract + Change Orders: **\$1,814,478.46**

Pay Request #10: **\$96,638.75**

Total Requested to Date: **\$1,141,097.11**

Remaining contract amount: **\$673,381.35**

Attachments:

1. On Track Pay App 10 - October

TO CONTRACTOR:

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

PROJECT:

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

APPLICATION NO: 10**INVOICE NO:** 10**PERIOD:** 10/01/25 - 10/31/25**PROJECT NO:** 23046**CONTRACT NO:** SC-004 Clive Greenbelt
Landing**CONTRACT DATE:** 09/12/2024**CERTIFICATE DATE:** 10/28/2025**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	\$114,478.46
3.	Contract Sum to date (Line 1 ± 2)	\$1,814,478.46
4.	Total completed and stored to date (Column G on detail sheet)	\$1,201,154.86
5.	Retainage:	
	a. 5.00% of completed work	\$58,919.25
	b. 5.00% of stored material	\$1,138.50
	Total retainage (Line 5a + 5b or total in column I of detail sheet)	\$60,057.75
6.	Total earned less retainage (Line 4 less Line 5 Total)	\$1,141,097.11
7.	Less previous certificates for payment (Line 6 from prior certificate)	\$1,044,458.36
8.	Current payment due:	\$96,638.75
9.	Balance to finish, including retainage (Line 3 less Line 6)	\$673,381.35

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner/Client:	\$114,478.46	\$0.00
Total approved this month:	\$0.00	\$0.00
Totals:	\$114,478.46	\$0.00
Net change by change orders:	\$114,478.46	

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: _____

Bruce Morrow

Digitally signed by Bruce Morrow
DN: E=Bruce.Morrow@smithgroup.com,
CN=Bruce Morrow, OU=Users,
OU=MD, DC=smithgroup, DC=com
Date: 2025.11.01 07:22:51-05'00'

Drew Johnson

Digitally signed by Drew Johnson
DN: C=US,
E=drewj@dcigroup-us.com,
CN=Drew Johnson
Date: 2025.11.03
10:14:45-06'00'

Document SUMMARY SHEET, APPLICATION AND CERTIFICATE FOR PAYMENT, containing

Contractor's signed Certification is attached.

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

APPLICATION NUMBER: 10

APPLICATION DATE: 10/27/2025

PERIOD: 10/01/25 - 10/31/25

Contract Lines

A		B	C	D	E	F	G		H	I
ITEM NO.	BUDGET CODE	DESCRIPTION OF WORK	SCHEDULED VALUE	APPROVED WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	%(G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
				FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
1	31-310000.000.Subcontract BP #31 - Earthwork - Demolition/Grading/Utilities/Erosion Control	Mobilization, Bonds & Insurance	\$110,000.00	\$99,000.00	\$5,500.00	\$0.00	\$104,500.00	95.00%	\$5,500.00	\$5,225.00
2	31-310000.000.Subcontract BP #31 - Earthwork - Demolition/Grading/Utilities/Erosion Control	Clearing & Grubbing	\$50,000.00	\$35,000.00	\$10,000.00	\$0.00	\$45,000.00	90.00%	\$5,000.00	\$2,250.00
3	31-310000.000.Subcontract BP #31 - Earthwork - Demolition/Grading/Utilities/Erosion Control	Removals - Paving & Sidewalk	\$76,000.00	\$68,400.00	\$3,800.00	\$0.00	\$72,200.00	95.00%	\$3,800.00	\$3,610.00
4	31-310000.000.Subcontract BP #31 - Earthwork - Demolition/Grading/Utilities/Erosion Control	Removals - Landscaping	\$7,000.00	\$4,550.00	\$1,400.00	\$0.00	\$5,950.00	85.00%	\$1,050.00	\$297.50
5	31-310000.000.Subcontract BP #31 - Earthwork - Demolition/Grading/Utilities/Erosion Control	Removals - Rip Rap	\$2,000.00	\$1,000.00	\$1,000.00	\$0.00	\$2,000.00	100.00%	\$0.00	\$100.00
6	31-310000.000.Subcontract BP #31 - Earthwork - Demolition/Grading/Utilities/Erosion Control	Removals - Storm Sewer	\$10,000.00	\$6,000.00	\$4,000.00	\$0.00	\$10,000.00	100.00%	\$0.00	\$500.00
7	31-310000.000.Subcontract BP #31 - Earthwork - Demolition/Grading/Utilities/Erosion Control	Removals - Sanitary	\$7,500.00	\$7,500.00	\$0.00	\$0.00	\$7,500.00	100.00%	\$0.00	\$375.00
8	31-310000.000.Subcontract BP #31 - Earthwork - Demolition/Grading/Utilities/Erosion Control	Earthwork - Temp Construction Entrances	\$8,000.00	\$8,000.00	\$0.00	\$0.00	\$8,000.00	100.00%	\$0.00	\$400.00
9	31-310000.000.Subcontract BP #31 - Earthwork - Demolition/Grading/Utilities/Erosion Control	Earthwork - Topsoil Strip & Stockpile	\$38,000.00	\$28,500.00	\$3,800.00	\$0.00	\$32,300.00	85.00%	\$5,700.00	\$1,615.00
10	31-310000.000.Subcontract BP #31 - Earthwork - Demolition/Grading/Utilities/Erosion Control	Earthwork - Cut & Fill	\$76,000.00	\$53,200.00	\$7,600.00	\$0.00	\$60,800.00	80.00%	\$15,200.00	\$3,040.00

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				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	\$44,000.00	\$30,800.00	\$0.00	\$74,800.00	85.00%	\$13,200.00	\$3,740.00
12	31-310000.000.Subcontract BP #31 - Earthwork - Demolition/Grading/Utilities/Erosion Control	Earthwork - Bioretention & Pond Shaping	\$55,000.00	\$27,500.00	\$8,250.00	\$0.00	\$35,750.00	65.00%	\$19,250.00	\$1,787.50
13	31-310000.000.Subcontract BP #31 - Earthwork - Demolition/Grading/Utilities/Erosion Control	Earthwork - 12" Prep for Paving	\$29,000.00	\$23,200.00	\$0.00	\$0.00	\$23,200.00	80.00%	\$5,800.00	\$1,160.00
14	31-310000.000.Subcontract BP #31 - Earthwork - Demolition/Grading/Utilities/Erosion Control	Earthwork - 6" Subbase for Paving	\$67,000.00	\$60,300.00	\$0.00	\$0.00	\$60,300.00	90.00%	\$6,700.00	\$3,015.00
15	31-310000.000.Subcontract BP #31 - Earthwork - Demolition/Grading/Utilities/Erosion Control	Earthwork - Erosion Stone & Rip Rap	\$168,000.00	\$8,400.00	\$0.00	\$0.00	\$8,400.00	5.00%	\$159,600.00	\$420.00
16	31-310000.000.Subcontract BP #31 - Earthwork - Demolition/Grading/Utilities/Erosion Control	Earthwork - Vegetated Geogrid w/ Soil	\$85,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$85,000.00	\$0.00
17	31-310000.000.Subcontract BP #31 - Earthwork - Demolition/Grading/Utilities/Erosion Control	Earthwork - Stabilized Aggregate Paving Base	\$75,500.00	\$67,950.00	\$0.00	\$0.00	\$67,950.00	90.00%	\$7,550.00	\$3,397.50
18	31-310000.000.Subcontract BP #31 - Earthwork - Demolition/Grading/Utilities/Erosion Control	Earthwork - Topsoil Respread & Finish Grading	\$36,000.00	\$7,200.00	\$0.00	\$0.00	\$7,200.00	20.00%	\$28,800.00	\$360.00
19	31-310000.000.Subcontract BP #31 - Earthwork - Demolition/Grading/Utilities/Erosion Control	Utilities - Building Water Service	\$10,000.00	\$10,000.00	\$0.00	\$0.00	\$10,000.00	100.00%	\$0.00	\$500.00
20	31-310000.000.Subcontract BP #31 - Earthwork - Demolition/Grading/Utilities/Erosion Control	Utilities - 18" Sanitary Main Reroute	\$228,500.00	\$205,730.00	\$0.00	\$22,770.00	\$228,500.00	100.00%	\$0.00	\$11,425.00
21	31-310000.000.Subcontract BP #31 - Earthwork - Demolition/Grading/Utilities/Erosion Control	Utilities - Sanitary Building Service	\$8,500.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$8,500.00	\$0.00

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				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	\$111,750.00	\$7,450.00	\$0.00	\$119,200.00	80.00%	\$29,800.00	\$5,960.00
23	31-310000.000.Subcontract BP #31 - Earthwork - Demolition/Grading/Utilities/Erosion Control	Utilities - Storm Sewer Structures	\$103,500.00	\$72,450.00	\$5,175.00	\$0.00	\$77,625.00	75.00%	\$25,875.00	\$3,881.25
24	31-310000.000.Subcontract BP #31 - Earthwork - Demolition/Grading/Utilities/Erosion Control	Utilities - Subdrain Piping	\$74,500.00	\$44,700.00	\$7,450.00	\$0.00	\$52,150.00	70.00%	\$22,350.00	\$2,607.50
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	\$38,500.00	\$5,500.00	\$0.00	\$44,000.00	80.00%	\$11,000.00	\$2,200.00
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	\$1,032,830.00	\$101,725.00	\$22,770.00	\$1,157,325.00	68.08%	\$542,675.00	\$57,866.25

Change Orders

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	APPROVED WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	%(G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
31	CCO #001 On Track CO #1								
31.1	PCO #001 PCO #1 - On Track								
31.1.1	31-310000.000.Subcontract BP #31 - Earthwork - Demolition/Grading/Utilities/Erosion Control Storm Structure 13 Temp	\$8,056.35	\$8,056.35	\$0.00	\$0.00	\$8,056.35	100.00%	\$0.00	\$402.82
32	CCO #002 On Track CO #2								
32.1	PCO #002 PCO #2 - On Track								
32.1.1	31-310000.000.Subcontract BP #31 - Earthwork - Demolition/Grading/Utilities/Erosion Control Retrenching for existing utilities	\$15,433.96	\$15,433.96	\$0.00	\$0.00	\$15,433.96	100.00%	\$0.00	\$771.70
33	CCO #003 On Track CO #3								
33.1	PCO #003 CO#3 On Track								
33.1.1	31-310000.000.Subcontract BP #31 - Earthwork - Demolition/Grading/Utilities/Erosion Control Contract Extension	\$88,310.75	\$17,662.15	\$0.00	\$0.00	\$17,662.15	20.00%	\$70,648.60	\$883.11
34	CCO #004 On Track CO#4								
34.1	PCO #004 CO#4 On Track								
34.1.1	31-310000.000.Subcontract BP #31 - Earthwork - Demolition/Grading/Utilities/Erosion Control Existing Gate Risers	\$2,677.40	\$2,677.40	\$0.00	\$0.00	\$2,677.40	100.00%	\$0.00	\$133.87
TOTALS:		\$114,478.46	\$43,829.86	\$0.00	\$0.00	\$43,829.86	38.29%	\$70,648.60	\$2,191.50

Grand Totals

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	APPROVED WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
GRAND TOTALS:		\$1,814,478.46	\$1,076,659.86	\$101,725.00	\$22,770.00	\$1,201,154.86	66.20%	\$613,323.60	\$60,057.75

WAIVER AND RELEASE OF LIEN UPON PROGRESS PAYMENT

The undersigned lienor, in consideration of the sum of \$92,588.25,
hereby waives and releases its lien and right to claim a lien for labor, service, or materials
furnished through October 25 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 October 24, 2025

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

By: Tracy L. Rhoads

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

By Tracy L. Rhoads.

Tracy L. Rhoads

Notary Public

Print name: Tracy L. Rhoads

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

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

Project: Clive Greenbelt Landing
City of Clive

APPLICATION NO: 10
APPLICATION DATE: 30-Oct-25

PERIOD TO: 30-Oct-25

Contractor PO# 2426CL

Distribution to:

☐

 OWNER

☐

 ARCHITECT

☒

 CONTRACTOR

☐

☐

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

CONTRACT FOR: GRADING & UTILITIES

JOB# 2426CL

CONTRACT DATE: 12-Sep-24

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

\$ 26,167.71

3. CONTRACT SUM TO DATE (Line 1 ± 2)

\$ 1,726,167.71

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

\$ 1,202,154.86

5. RETAINAGE:

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

\$ 60,107.74

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

\$

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

\$ 60,107.74

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

\$ 1,142,047.12

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

\$ 1,044,458.37

8. CURRENT PAYMENT DUE

\$ 97,588.75

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

\$ 584,120.59

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$23,490.31	
Total approved this Month	\$2,677.40	\$0.00
TOTALS	\$26,167.71	\$0.00
NET CHANGES by Change Order	\$26,167.71	

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: 10/24/2025

ENGINEER'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED \$

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

By: _____ Date: _____

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

Clive Greenbelt Landing

JOB# 2426CL

APPLICATION DATE:

10/30/2025

APPLICATION #

10

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	\$99,000.00	\$5,500.00		\$104,500.00	95.00%	\$5,500.00	\$5,225.00
Clearing & Grubbing	\$ 50,000.00	\$35,000.00	\$10,000.00		\$45,000.00	90.00%	\$5,000.00	\$2,250.00
Removals - Paving & Sidewalk	\$ 76,000.00	\$68,400.00	\$3,800.00		\$72,200.00	95.00%	\$3,800.00	\$3,610.00
Removals - Landscaping	\$ 7,000.00	\$4,550.00	\$1,400.00		\$5,950.00	85.00%	\$1,050.00	\$297.50
Removals - Rip Rap	\$ 2,000.00	\$1,000.00			\$1,000.00	50.00%	\$1,000.00	\$50.00
Removals - Storm Sewer	\$ 10,000.00	\$6,000.00	\$4,000.00		\$10,000.00	100.00%	\$0.00	\$500.00
Removals - Sanitary	\$ 7,500.00	\$7,500.00			\$7,500.00	100.00%	\$0.00	\$375.00
Earthwork - Temp Construction Entrances	\$ 8,000.00	\$8,000.00			\$8,000.00	100.00%	\$0.00	\$400.00
Earthwork - Topsoil Strip & Stockpile	\$ 38,000.00	\$28,500.00	\$3,800.00		\$32,300.00	85.00%	\$5,700.00	\$1,615.00
Earthwork - Cut & Fill	\$ 76,000.00	\$53,200.00	\$7,600.00		\$60,800.00	80.00%	\$15,200.00	\$3,040.00
Earthwork - Export	\$ 88,000.00	\$44,000.00	\$30,800.00		\$74,800.00	85.00%	\$13,200.00	\$3,740.00
Earthwork - Bioretention & Pond Shaping	\$ 55,000.00	\$27,500.00	\$8,250.00		\$35,750.00	65.00%	\$19,250.00	\$1,787.50
Earthwork - Grade for Trails & Paving	\$ 67,000.00	\$60,300.00			\$60,300.00	90.00%	\$6,700.00	\$3,015.00
Earthwork - 12" Prep for Paving	\$ 29,000.00	\$23,200.00			\$23,200.00	80.00%	\$5,800.00	\$1,160.00
Earthwork - Erosion Stone & Rip Rap	\$ 168,000.00	\$8,400.00			\$8,400.00	5.00%	\$159,600.00	\$420.00
Earthwork - Vegetated Geogrid w/ Soil	\$ 85,000.00				\$0.00	0.00%	\$85,000.00	\$0.00
Earthwork - Aggregate Paving Base	\$ 75,500.00	\$67,950.00			\$67,950.00	90.00%	\$7,550.00	\$3,397.50
Earthwork - Topsoil Respread & Finish Grading	\$ 36,000.00	\$7,200.00			\$7,200.00	20.00%	\$28,800.00	\$360.00
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	\$111,750.00	\$7,450.00		\$119,200.00	80.00%	\$29,800.00	\$5,960.00
Utilities - Storm Sewer Structures	\$ 103,500.00	\$72,450.00	\$5,175.00		\$77,625.00	75.00%	\$25,875.00	\$3,881.25
Utilities - Subdrain Piping	\$ 74,500.00	\$44,700.00	\$7,450.00		\$52,150.00	70.00%	\$22,350.00	\$2,607.50
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	\$38,500.00	\$5,500.00		\$44,000.00	80.00%	\$11,000.00	\$2,200.00
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		\$2,000.00		\$2,000.00	40.00%	\$3,000.00	\$100.00
CHANGE ORDERS								
WO #2 - 4/22/25 - Temp Tie-In Structure	\$ 8,056.35	\$8,056.35			\$8,056.35	100.00%	\$0.00	\$402.82
WO #4 - 6/30/25 - Parking Lot Utilities Rework	\$ 15,433.96	\$15,433.96			\$15,433.96	100.00%	\$0.00	\$771.70
WO #6 - 8/21/25 - Grate Riser Adjusts	\$ 2,677.40	\$2,677.40			\$2,677.40	100.00%	\$0.00	\$133.87
PCO #3 - Contract Extension	\$ 88,310.75	\$17,662.15			\$17,662.15	20.00%	\$70,648.60	\$883.11
TOTAL	\$ 1,814,478.46	\$1,099,429.86	\$102,725.00	\$0.00	\$1,202,154.86	66.25%	\$541,675.00	\$60,107.74



Memo

TO: Mayor and Council members

FROM: Rai Tokuhisa, Water Resource Engineer

DATE: November 13, 2025

RE: Approve Pay Request #11 - Iowa Earth Works - Little Walnut Creek Stream Stabilization East of Alice's Road - \$ 21,988.02

SYNOPSIS:

Staff recommends approval of Pay Request #7, in the amount of \$21,988.02, 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). This payment also includes a correction for a clerical error to Pay Request #7.

Please see the attached staff memo for details.

Attachments:

1. Pay Request #11 – Iowa Earth Works - Invoice (not signed)
2. Pay Request #11 – Iowa Earth Works - Council Memo



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	11
Pay Period	10/02/2025 to 11/07/2025
Approval Date	11/13/2025
Prime Contractor	Iowa Earth Works PO Box 112 HUXLEY, IA 50124
Payment Status	Approved
Awarded Project Amount	\$762,452.95
Authorized Amount	\$735,290.18

Line Number	Item	Unit	Current Paid Quantity	Unit Price	Amount
Section: 1 Description					
0130	23-013	MGAL	-10.000	\$179.000	-\$1,790.00
WATERING					
0160	23-016	LS	0.350	\$2,437.500	\$0.00
SWIPP MANAGEMENT					
0180	23-018	SY	35.100	\$3.450	\$121.10
RECP, TYPE 1A COIR					
0230	23-023	LF	1,038.600	\$2.950	\$3,063.87
FILTER SOCK					
0250	23-025	TON	164.190	\$45.000	\$7,388.55
STABILIZED CONSTRUCTION ENTRANCE					
0480	23-048	LF	27.000	\$345.000	\$9,315.00
Project Total: \$18,098.52					

Line Number	Item	Unit	Current Paid Quantity	Unit Price	Amount
TREE TRUNK PROTECTION					
					Section Total: \$18,098.52
					Project Total: \$18,098.52

Summary

Current Approved Work:	\$18,098.52	Approved Work To Date:	\$735,290.18
Current Stockpile Advancement:	\$0.00	Stockpile Advancement To Date:	\$0.00
Current Stockpile Recovery:	\$0.00	Stockpile Recovery To Date:	\$0.00
Current Retainage:	\$904.93	Retainage To Date:	\$36,764.51
Current Retainage Released:	\$0.00	Retainage Released To Date:	\$0.00
Current Liquidated Damages:	\$0.00	Liquidated Damages To Date:	\$0.00
Current Adjustment:	\$0.00	Adjustments To Date:	\$0.00
Current Payment:	\$17,193.59	Payments To Date:	\$698,525.67
Previous Payment:	\$13,359.38	Previous Payments To Date:	\$681,332.08

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

Memo

TO: Honorable Mayor and City Council

FROM: Rai Tokuhisa, Water Resources Engineer

DATE: 13 NOV 2025

RE: Approve Pay Request #11 – Iowa Earth Works - Little Walnut Creek Stream Stabilization East of Alice's Road - \$ 21,988.02

Staff recommends approval of Pay Request #7 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). This payment also includes a correction for a clerical error to Pay Request #7. The construction contract status is as follows:

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
Change Order #4:	\$ (100,287.77)
Final Construction Amount:	\$ 735,290.18

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 Retainage - 4/10/2025	\$ (4,793.61)
Pay Request #7 - 4/10/2025	\$ 19,637.82
Clerical Error on Payment for Pay Request #7 - 4/10/2025	\$ (4,794.43)
Pay Request #8 - 5/22/2025	\$ 96,832.19
Pay Request #9 - 7/24/2025	\$ 12,595.25
Pay Request #10 - 10/23/2025	\$ 13,359.38
Pay Request #11 - 11/13/2025	\$ 17,193.59
Correction for Clerical Error on Pay Request #7 - 11/13/2025	\$ 4,794.43

Paid to date:	\$ 676,537.65
Amount remaining on construction agreement:	\$ 58,752.53
Total requested to date:	\$ 698,525.67
Total amount due this pay request:	\$ 21,988.02
Amount remaining on construction agreement after this pay request:	\$ 36,764.51

Memo (cont.)

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



Memo

TO: Mayor and Council members

FROM: Alyssa Welling, Administrative Assistant

DATE: November 13, 2025

RE: Approve Pay Request #12 - Air-Con Mechanical Corp. - Greenbelt Landing Construction Project - \$15,518.68

SYNOPSIS:

Staff recommends approval of Pay Request #12 to Air-Con Mechanical Corp. for the work completed to date on the Greenbelt Landing Project.

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

Total Change Orders to Date: **\$101,172.82**

Contract + Change Orders: **\$489,875.82**

Pay Request #12: **\$15,518.68**

Total Requested to Date: **\$345,774.32**

Remaining contract amount: **\$144,101.50**

Attachments:

1. AirCon Pay App 12 - October

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: 12**INVOICE NO:** 1936**PERIOD:** 10/01/25 - 10/31/25**PROJECT NO:** 23046**CONTRACT NO:** SC-003 Clive Greenbelt
Landing**CONTRACT DATE:** 09/12/2024**CERTIFICATE DATE:** 10/30/2025**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		\$101,172.82
3.	Contract Sum to date (Line 1 ± 2)		\$489,875.82
4.	Total completed and stored to date (Column G on detail sheet)		\$363,973.00
5.	Retainage:		
	a. 5.00% of completed work	\$18,198.68	
	b. 0.00% of stored material	\$0.00	
	Total retainage (Line 5a + 5b or total in column I of detail sheet)		\$18,198.68
6.	Total earned less retainage (Line 4 less Line 5 Total)		\$345,774.32
7.	Less previous certificates for payment (Line 6 from prior certificate)		\$330,255.64
8.	Current payment due:		\$15,518.68
9.	Balance to finish, including retainage (Line 3 less Line 6)		\$144,101.50

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner/Client:	\$101,172.82	\$0.00
Total approved this month:	\$0.00	\$0.00
Totals:	\$101,172.82	\$0.00
Net change by change orders:	\$101,172.82	

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:

Bruce Morrow

Digitally signed by Bruce Morrow
DN:
E=Bruce.Morrow@dcigroup.com,
OU=Bruce Morrow, OU=DCI,
OU=MD, DC=smithgroup, DC=com
Date: 2025.11.01 07:13:50-05'00'

Drew Johnson

Digitally signed by Drew
Johnson
DN: C=US,
E=drewj@dcigroup-us.com,
CN=Drew Johnson
Date: 2025.11.03
10:12:53-06'00'

APPLICATION NUMBER: 12

APPLICATION DATE: 10/25/2025

PERIOD: 10/01/25 - 10/31/25

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	\$9,635.25	\$0.00	\$0.00	\$9,635.25	100.00%	\$0.00	\$481.76
13.1.2	26-260000.000.Subcontract BP #26 - Electrical RFI #37	\$1,595.74	\$1,595.74	\$0.00	\$0.00	\$1,595.74	100.00%	\$0.00	\$79.79
14	CCO #002 Air-Con CO #2								
14.1	PCO #002 Air-Con PCO#2								
14.1.1	26-260000.000.Subcontract BP #26 - Electrical	\$2,110.00	\$2,110.00	\$0.00	\$0.00	\$2,110.00	100.00%	\$0.00	\$105.50
14.1.2	26-260000.000.Subcontract BP #26 - Electrical Air Con Conduit Damage Repairs	\$14,051.39	\$14,051.39	\$0.00	\$0.00	\$14,051.39	100.00%	\$0.00	\$702.57
14.1.3	26-260000.000.Subcontract BP #26 - Electrical Light control panel refeed	\$5,239.17	\$5,239.17	\$0.00	\$0.00	\$5,239.17	100.00%	\$0.00	\$261.96
15	CCO #003 Air-Con CO #3								
15.1	PCO #003 PCO #3 - Air-Con								
15.1.1	26-260000.000.Subcontract BP #26 - Electrical Rewiring for existing utilities	\$37,276.85	\$37,276.85	\$0.00	\$0.00	\$37,276.85	100.00%	\$0.00	\$1,863.84
16	CCO #004 CO#4 Air-Con								
16.1	PCO #004 CO#4 Air-Con								
16.1.1	26-260000.000.Subcontract BP #26 - Electrical Contract Extension	\$13,487.20	\$6,743.60	\$1,348.72	\$0.00	\$8,092.32	60.00%	\$5,394.88	\$404.62
17	CCO #005 Air-Con #5								
17.1	PCO #005 Air-Con CO#5								
17.1.1	26-260000.000.Subcontract BP #26 - Electrical RFI #45	\$356.50	\$356.50	\$0.00	\$0.00	\$356.50	100.00%	\$0.00	\$17.83
17.1.2	26-260000.000.Subcontract BP #26 - Electrical CB #5R	\$9,801.97	\$3,198.94	\$3,555.44	\$0.00	\$6,754.38	68.91%	\$3,047.59	\$337.72
17.1.3	26-260000.000.Subcontract BP #26 - Electrical Stage Panel Enclosure	\$7,618.75	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$7,618.75	\$0.00
TOTALS:		\$101,172.82	\$80,207.44	\$4,904.16	\$0.00	\$85,111.60	84.12%	\$16,061.22	\$4,255.59

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:		\$489,875.82	\$347,637.54	\$16,335.46	\$0.00	\$363,973.00	74.30%	\$125,902.82	\$18,198.68



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 \$15,518.69 (Invoice 1936
Draw # 12). 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
Vice-President Title
October 20, 2025 Date



Memo

TO: Mayor and Council members

FROM: Doug Ollendike, Community Development Director

DATE: November 13, 2025

RE: Approve Pay Request #12 - University Boulevard Flood Mitigation - Project Scoping Plan - Confluence, Inc. - \$18,661.25

SYNOPSIS:

Staff recommends approval of Pay Request #12 to Confluence, Inc. for work completed on the University Boulevard Flood Mitigation: Project Scoping Plan.

Original Contract Amount-	\$420,430.00
Pay Request #1-	\$2,400.00
Pay Request #2-	\$24,089.42
Pay Request #3-	\$27,076.40
Pay Request #4-	\$44,410.25
Pay Request #5-	\$52,439.75
Pay Request #6-	\$19,728.00
Pay Request #7-	\$42,659.50
Pay Request #8-	\$35,157.50
Pay Request #9-	\$42,154.00
Pay Request #10-	\$31,731.00
Pay Request #11-	\$9,450.00
Pay Request #12-	\$18,661.25
Contract Balance-	\$70,472.93

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 #12_Invoice

CONFLUENCE

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

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

APPROVED FOR PAYMENT
BY 530 [Signature]
DATE 10/27/2025
ACCT # 349-5750-6407
ITEM Pay Request #12
University Blvd Flood Mitigation
Project Scoping Plan

Invoice number 33177
Date 10/27/2025
Project **24278 University Boulevard Flood Mitigation Planning**

Professional Services through October 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	65,856.50	72,401.50	6,545.00
TASK 2 - PROJECT UNDERSTANDING	66,010.00	64,979.79	64,979.79	0.00
TASK 3 - TECHNICAL ANALYSIS & BCA UPDATE	84,455.00	67,381.03	67,381.03	0.00
TASK 4 - MITIGATION PROJECT EXPLORATION	189,580.00	133,078.50	145,194.75	12,116.25
REIMBURSABLE EXPENSES	0.00	0.00	0.00	0.00
Total	421,430.00	331,295.82	349,957.07	18,661.25

Task 1 - Project Management

Professional Fees

Billed Amount
6,545.00

Task 4 - Mitigation Project Exploration

Professional Fees

Billed Amount
8,786.25

Consultant

Billed Amount
3,330.00

Dewberry Engineers Inc.

Phase subtotal

12,116.25

Invoice total **18,661.25**

Aging Summary

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
33177	10/27/2025	18,661.25	18,661.25				
Total		18,661.25	18,661.25	0.00	0.00	0.00	0.00



Memo

TO: Mayor and Council members

FROM: Alyssa Welling, Administrative Assistant

DATE: November 13, 2025

RE: Approve Pay Request #13 - Central Iowa Mechanical - Greenbelt Landing Construction Project - \$7,600.00

SYNOPSIS:

Staff recommends approval of Pay Request #13 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: **\$20,040.50**

Contract + Change Orders: **\$279,909.50**

Pay Request #13: **\$7,600.00**

Total Requested to Date: **\$245,043.04**

Remaining contract amount: **\$34,866.46**

Attachments:

1. CIM Pay App 13 - October

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: 13**INVOICE NO:** 13**PERIOD:** 10/01/25 - 10/31/25**PROJECT NO:** 23046**CONTRACT NO:** SC-001 Clive Greenbelt
Landing**CONTRACT DATE:** 09/12/2024**CERTIFICATE DATE:** 10/30/2025**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		\$20,040.50
3.	Contract Sum to date (Line 1 ± 2)		\$279,909.50
4.	Total completed and stored to date (Column G on detail sheet)		\$257,940.06
5.	Retainage:		
	a. 5.00% of completed work	\$12,897.02	
	b. 0.00% of stored material	\$0.00	
	Total retainage (Line 5a + 5b or total in column I of detail sheet)		\$12,897.02
6.	Total earned less retainage (Line 4 less Line 5 Total)		\$245,043.04
7.	Less previous certificates for payment (Line 6 from prior certificate)		\$237,443.04
8.	Current payment due:		\$7,600.00
9.	Balance to finish, including retainage (Line 3 less Line 6)		\$34,866.46

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner/Client:	\$20,748.91	\$(708.41)
Total approved this month:	\$0.00	\$0.00
Totals:	\$20,748.91	\$(708.41)
Net change by change orders:	\$20,040.50	

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: _____

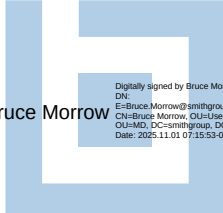
State of:

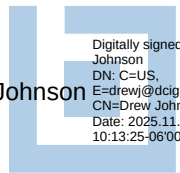
County of:

Subscribed and sworn to before
me this _____ day of _____

Notary Public:

My commission expires:


Bruce Morrow
Digitally signed by Bruce Morrow
DN: C=US, E=bruce.morrow@smithgroup.com,
OU=Users, OU=MD, DC=smithgroup, DC=com
Date: 2025.11.03 07:15:53-05'00'


Drew Johnson
Digitally signed by Drew Johnson
DN: C=US, E=drewj@dcigroup-us.com,
CN=Drew Johnson
Date: 2025.11.03 10:13:25-06'00'

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: 13

APPLICATION DATE: 10/27/2025

PERIOD: 10/01/25 - 10/31/25

Contract Lines

A		B	C	D	E	F	G		H	I
ITEM NO.	BUDGET CODE	DESCRIPTION OF WORK	SCHEDULED VALUE	APPROVED WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
				FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
1	22-220000.000.Subcontract BP #22 Mechanical	Mobilization	\$13,468.00	\$13,468.00	\$0.00	\$0.00	\$13,468.00	100.00%	\$0.00	\$673.40
2	22-220000.000.Subcontract BP #22 Mechanical	Bonds and permits	\$3,798.00	\$3,798.00	\$0.00	\$0.00	\$3,798.00	100.00%	\$0.00	\$189.90
3	22-220000.000.Subcontract BP #22 Mechanical	Demo work	\$26,424.00	\$26,424.00	\$0.00	\$0.00	\$26,424.00	100.00%	\$0.00	\$1,321.21
4	22-220000.000.Subcontract BP #22 Mechanical	Plumbing Rough in	\$32,785.00	\$32,785.00	\$0.00	\$0.00	\$32,785.00	100.00%	\$0.00	\$1,639.25
5	22-220000.000.Subcontract BP #22 Mechanical	HVAC rough in	\$33,954.00	\$33,954.00	\$0.00	\$0.00	\$33,954.00	100.00%	\$0.00	\$1,697.70
6	22-220000.000.Subcontract BP #22 Mechanical	Concrete pads	\$7,790.00	\$7,790.00	\$0.00	\$0.00	\$7,790.00	100.00%	\$0.00	\$389.50
7	22-220000.000.Subcontract BP #22 Mechanical	HVAC Equipment setting	\$90,915.00	\$90,914.86	\$0.00	\$0.00	\$90,914.86	100.00%	\$0.14	\$4,545.75
8	22-220000.000.Subcontract BP #22 Mechanical	Plumbing fixtures	\$11,154.00	\$0.00	\$6,500.00	\$0.00	\$6,500.00	58.28%	\$4,654.00	\$325.00
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	\$1,500.00	\$0.00	\$1,500.00	49.26%	\$1,545.00	\$75.00
11	22-220000.000.Subcontract BP #22 Mechanical	Temperature controls	\$20,460.00	\$16,500.00	\$0.00	\$0.00	\$16,500.00	80.65%	\$3,960.00	\$825.00
12	22-220000.000.Subcontract BP #22 Mechanical	Test and Balance	\$3,940.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$3,940.00	\$0.00
13	22-220000.000.Subcontract BP #22 Mechanical	Insulation	\$7,300.00	\$7,300.00	\$0.00	\$0.00	\$7,300.00	100.00%	\$0.00	\$365.00
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	\$232,933.86	\$8,000.00	\$0.00	\$240,933.86	92.71%	\$18,935.14	\$12,046.71

Change Orders

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	APPROVED WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	%(G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
15	CCO #001 Central Iowa Mechanical CO #1								
15.1	PCO #001 CE #006 - Community Building S								
15.1.1	22-220000.000.Subcontract BP #22 Mechanical	\$2,640.37	\$2,640.37	\$0.00	\$0.00	\$2,640.37	100.00%	\$0.00	\$132.02
16	CCO #002 Central Iowa Mechanical CO #2								
16.1	PCO #002 PCO #2 - CE 04, 08, 11								
16.1.1	22-220000.000.Subcontract BP #22 Mechanical	\$1,062.83	\$1,062.83	\$0.00	\$0.00	\$1,062.83	100.00%	\$0.00	\$53.14
16.1.2	22-220000.000.Subcontract BP #22 Mechanical	\$2,591.80	\$2,591.80	\$0.00	\$0.00	\$2,591.80	100.00%	\$0.00	\$129.59
16.1.3	22-220000.000.Subcontract BP #22 Mechanical Construction Bulletin #5	\$(708.41)	\$(708.41)	\$0.00	\$0.00	\$(708.41)	100.00%	\$0.00	\$(35.42)
17	CCO #003 CO#3 CIM								
17.1	PCO #003 CO#3 CIM								
17.1.1	22-220000.000.Subcontract BP #22 Mechanical Contract Extension	\$785.30	\$785.30	\$0.00	\$0.00	\$785.30	100.00%	\$0.00	\$39.27
18	CCO #004 Central Iowa Mechanical CO #4								
18.1	PCO #004 CIM Change Order #4								
18.1.1	22-220000.000.Subcontract BP #22 Mechanical RFI #42	\$4,028.80	\$3,019.19	\$0.00	\$0.00	\$3,019.19	74.94%	\$1,009.61	\$150.96
18.1.2	22-220000.000.Subcontract BP #22 Mechanical RFI #54 2" water line connection in pump house building	\$8,097.39	\$6,072.70	\$0.00	\$0.00	\$6,072.70	75.00%	\$2,024.69	\$303.63
18.1.3	22-220000.000.Subcontract BP #22 Mechanical Repair Damaged Gas Line	\$1,542.42	\$1,542.42	\$0.00	\$0.00	\$1,542.42	100.00%	\$0.00	\$77.12
TOTALS:		\$20,040.50	\$17,006.20	\$0.00	\$0.00	\$17,006.20	84.86%	\$3,034.30	\$850.31

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:		\$279,909.50	\$249,940.06	\$8,000.00	\$0.00	\$257,940.06	92.15%	\$21,969.44	\$12,897.02

WAIVER OF LIEN TO DATE

STATE OF Iowa

Project Name: **Clive Greenbelt Landing**

COUNTY OF Polk

WHEREAS, the undersigned has contracted with The DCI Group for **The City of Clive - Clive Greenbelt Landing project**, 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): **The City of Clive - Clive Greenbelt Landing: 1900 NW 114th Clive, IA 50325**

The undersigned, for and in consideration of the sum of **\$7,600.13** 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 **25th** day of **October 20, 2025**



James Keller
Vice President

Central Iowa Mechanical



Notary:



APPLICATION AND CERTIFICATE FOR PAYMENT

PAGE ONE OF 4 PAGES

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

PROJECT: Clive Greenbelt Landing
1900 NW 114th
Clive, IA 50325

APPLICATION #: 13
APPLICATION DATE: 10/22/25
PERIOD TO: 10/31/25

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

ARCHITECT'S PROJECT # *****

CONTRACT DATE: 9/12/24

CONTRACTOR'S APPLICATION FOR PAYMENT

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

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 correct payment shown herein is now due.

1	ORIGINAL CONTRACT SUM	\$259,869.00
2	Net change by Change Orders	\$20,040.50
3	CONTRACT SUM TO DATE (line 1 + 2)	\$279,909.50
4	TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$257,939.95

5 RETAINAGE:

a.	5% of Completed Work (Column D + E on G703)	12,897.00
b.	5% of Stored Material (Column F on G703)	0.00
	Total Retainage (Line 5a + 5b) or c. PERCENTAGE	12,897.00 5%

6 TOTAL EARNED LESS RETAINAGE

	(Line 4 less Line 5 Total)	\$12,897.00
		\$245,042.95

7 LESS PREVIOUS CERTIFICATE FOR

PAYMENT (Line 6 From Prior certificate).

8 CURRENT PAYMENT DUE

		\$237,442.95
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9 BALANCE TO FINISH

	(Line 3 less Line 6)	\$7,600.00
		\$34,866.55

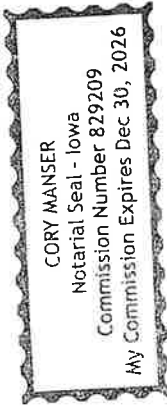
CHANGE ORDER SUMMARY		ADDITIONS	DEDUCTIONS
Total Change Orders approved in in previous months by Owner		\$20,040.50	\$0.00
Total approved this month			
TOTALS		\$20,040.50	\$0.00
NET CHANGES by change order			\$20,040.50

CONTRACTOR: Central Iowa Mechanical

State of: Iowa County of: Polk

Subscribed and sworn to before me this 30 day of OCT 25

Notary Public: My Commission expires:



ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED

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

By: Date:

CONTINUATION SHEET

ATTACHMENT TO PAY APPLICATION

Page 2 of 4 Pages

PROJECT:

Clive Greenbelt Landing

1900 NW 114th

Clive, IA 50325

APPLICATION AND CERTIFICATE FOR PAYMENT, containing

CONTRACTOR'S signed Certification is attached.

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

APPLICATION NUMBER: 13

APPLICATION DATE: 10/22/25

PERIOD TO: 10/31/25

ARCHITECT'S PROJECT NO: *****

Item No.	Description of Work	Scheduled Value	Work Completed		Materials Presently Stored (Not In D or E)	Total Completed And Stored To Date (D + E + F)	% (G/C)	Balance To Finish (C - G)	Retainage
			From Previous Application (D + E + F)	This Period					
A	B	C	D	E	F	G	H	I	
1	Mobization	\$13,468	\$13,468			\$13,468	100.00%	\$0	\$673
2	bonds and permits	\$3,798	\$3,798			\$3,798	100.00%	\$0	\$190
3	Demo	\$26,424	\$26,424			\$26,424	100.00%	\$0	\$1,321
4	Plumbing Rough in	\$32,785	\$32,785			\$32,785	100.00%	\$0	\$1,639
5	HVAC Rough in	\$33,954	\$33,954			\$33,954	100.00%	\$0	\$1,698
6	Concrete pads	\$7,790	\$7,790			\$7,790	100.00%	\$0	\$390
7	HVAC equipment Setting	\$90,915	\$90,915			\$90,915	100.00%	\$0	\$4,546
8	Plumbing fixtures	\$11,154	\$0	\$6,500.00		\$6,500	58.28%	\$4,654	\$325
9	HVAc trim out	\$2,549	\$0			\$0	0.00%	\$2,549	\$0
10	HVAC start up	\$3,045	\$0	\$1,500.00		\$1,500	49.26%	\$1,545	\$75
11	Insulation sub	\$7,300	\$7,300			\$7,300	100.00%	\$0	\$365
12	Temperature controls sub	\$20,460	\$16,500			\$16,500	80.65%	\$3,960	\$825
13	Test and balance sub	\$3,940	\$0			\$0	0.00%	\$3,940	\$0
14	Demobilization	\$2,287	\$0			\$0	0.00%	\$2,287	\$0
15									
16	CO #1 Concrete	\$2,640	\$2,640			\$2,640	99.99%	\$0	\$132
17	CO #2	\$2,946	\$2,946			\$2,946	100.00%	\$0	\$147
18	CO #3	\$785	\$785			\$785	100.00%	\$0	\$39
19	CO #4	\$13,669	\$10,634			\$10,634	77.80%	\$3,034	\$532
20									
21									
22									
23									
24									
25									
26									
27									
28									
	SUBTOTAL or TOTAL	\$279,910	\$249,940	\$8,000.00	\$0	\$257,940	92.15%	\$21,970	\$12,897



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

INVOICE

Invoice #: 2490850-13
Client ID #: 1540
Date: 10/22/2025
Due Date: 12/06/2025

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

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

Call Description: AIA #13

Amount Due: \$7,600.00

Completed Date:

Terms:

Client PO #:

Net 30 Days

Description	Amount
Plumbing fixtures	6,500.00
HVAC start up	1,500.00

Notes:

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



PAY BILL ONLINE

Non-Taxable Amount:	8,000.00
Taxable Amount:	0.00
Sales Tax:	0.00
Retention:	400.00
Paid:	0.00
Amount Due:	7,600.00

A credit card fee will be assessed.



Memo

TO: Mayor and Council members

FROM: Alyssa Welling, Administrative Assistant

DATE: November 13, 2025

RE: Approve Pay Request #13 - Keystone Construction - Greenbelt Landing Construction Project - \$344,734.67

SYNOPSIS:

Staff recommends approval of Pay Request #13 to Keystone Construction for the work completed to date on the Greenbelt Landing Project.

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

Total Change Orders to Date: **\$161,799.69**

Contract + Change Orders: **\$2,679,799.69**

Pay Request #13: **\$344,734.67**

Total Requested to Date: **\$1,869,161.51**

Remaining contract amount: **\$810,638.18**

Attachments:

1. Keystone Pay App 13 - October

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: 13**INVOICE NO:** Pay App 13-Oct**PERIOD:** 10/01/25 - 10/31/25**PROJECT NO:** 23046**CONTRACT NO:** SC-002 Clive Greenbelt
Landing**CONTRACT DATE:** 09/26/2024**CERTIFICATE DATE:** 10/31/2025**SUBMITTED DATE:** 10/24/2025**FROM SUBCONTRACTOR:**

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

SUBCONTRACT FOR: Keystone Construction - BP #6**SUBCONTRACTOR'S APPLICATION FOR PAYMENT**

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

1.	Original Contract Sum	\$2,518,000.00
2.	Net change by change orders	\$161,799.69
3.	Contract Sum to date (Line 1 ± 2)	\$2,679,799.69
4.	Total completed and stored to date (Column G on detail sheet)	\$1,967,538.45
5.	Retainage:	
	a. 5.00% of completed work	\$76,078.56
	b. 5.00% of stored material	\$22,298.38
	Total retainage (Line 5a + 5b or total in column I of detail sheet)	\$98,376.94
6.	Total earned less retainage (Line 4 less Line 5 Total)	\$1,869,161.51
7.	Less previous certificates for payment (Line 6 from prior certificate)	\$1,524,426.84
8.	Current payment due:	\$344,734.67
9.	Balance to finish, including retainage (Line 3 less Line 6)	\$810,638.18

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner/Client:	\$161,799.69	\$0.00
Total approved this month:	\$0.00	\$0.00
Totals:	\$161,799.69	\$0.00
Net change by change orders:	\$161,799.69	

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:

Bruce Morrow

Digitally signed by Bruce Morrow
DN: E=Bruce.Morrow@smithgroup.com,
CN=Bruce Morrow, OU=Users,
OU=MO, DC=smithgroup, DC=com
Date: 2025.11.03 10:27:53-06'00'

Drew Johnson

Digitally signed by Drew Johnson
DN: C=US,
E=drewj@dcigroup-us.com,
CN=Drew Johnson
Date: 2025.11.03
10:52:10-06'00'

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: 13

APPLICATION DATE: 10/25/2025

PERIOD: 10/01/25 - 10/31/25

Contract Lines

A		B	C	D	E	F	G		H	I
ITEM NO.	BUDGET CODE	DESCRIPTION OF WORK	SCHEDULED VALUE	APPROVED WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
				FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
1	6-60500.000.Subcontract BP# 6 General	General Requirements	\$341,983.73	\$189,885.00	\$60,000.00	\$0.00	\$249,885.00	73.07%	\$92,098.73	\$12,494.25
2	6-60500.000.Subcontract BP# 6 General	Temp Facilities and Controls	\$20,000.00	\$3,700.00	\$10,000.00	\$0.00	\$13,700.00	68.50%	\$6,300.00	\$685.00
3	6-60500.000.Subcontract BP# 6 General	Demolition	\$23,465.00	\$15,100.00	\$0.00	\$0.00	\$15,100.00	64.35%	\$8,365.00	\$755.00
4	6-60500.000.Subcontract BP# 6 General	Cast-in-Place Concrete	\$335,919.83	\$215,195.99	\$80,914.00	\$0.00	\$296,109.99	88.15%	\$39,809.84	\$14,805.50
5	6-60500.000.Subcontract BP# 6 General	Unit Masonry	\$65,987.00	\$0.00	\$46,000.00	\$0.00	\$46,000.00	69.71%	\$19,987.00	\$2,300.00
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	\$137,721.00	\$42,040.00	\$119,400.00	\$299,161.00	81.36%	\$68,539.00	\$14,958.05
8	6-60500.000.Subcontract BP# 6 General	Rough Carpentry	\$10,346.50	\$8,800.00	\$1,546.50	\$0.00	\$10,346.50	100.00%	\$0.00	\$517.33
9	6-60500.000.Subcontract BP# 6 General	Finish Carpentry	\$49,682.19	\$42,000.00	\$0.00	\$0.00	\$42,000.00	84.54%	\$7,682.19	\$2,100.00
10	6-60500.000.Subcontract BP# 6 General	Wood Decking	\$550,987.04	\$413,240.28	\$0.00	\$137,746.76	\$550,987.04	100.00%	\$0.00	\$27,549.35
11	6-60500.000.Subcontract BP# 6 General	Weather Barriers	\$2,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$2,000.00	\$0.00
12	6-60500.000.Subcontract BP# 6 General	Asphalt Shingles	\$31,170.00	\$0.00	\$5,520.00	\$0.00	\$5,520.00	17.71%	\$25,650.00	\$276.00
13	6-60500.000.Subcontract BP# 6 General	Metal Wall Panels	\$22,875.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$22,875.00	\$0.00
14	6-60500.000.Subcontract BP# 6 General	Thermoplastic Membrane Roofing	\$17,579.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$17,579.00	\$0.00
15	6-60500.000.Subcontract BP# 6 General	Joint Sealants	\$1,500.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$1,500.00	\$0.00
16	6-60500.000.Subcontract BP# 6 General	Hollow Metal Doors and Frames	\$32,508.95	\$0.00	\$0.00	\$30,606.00	\$30,606.00	94.15%	\$1,902.95	\$1,530.30
17	6-60500.000.Subcontract BP# 6 General	Aluminum-Framed Storefronts	\$66,810.00	\$14,795.00	\$0.00	\$9,072.23	\$23,867.23	35.72%	\$42,942.77	\$1,193.36
18	6-60500.000.Subcontract BP# 6 General	Gypsum Board Assemblies	\$217,630.00	\$25,370.00	\$30,235.00	\$111,550.00	\$167,155.00	76.81%	\$50,475.00	\$8,357.75
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	\$20,000.00	\$0.00	\$20,000.00	49.38%	\$20,500.00	\$1,000.00
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	\$12,497.50	\$37,492.50	\$49,990.00	100.00%	\$0.00	\$2,499.51
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	\$3,425.49	\$0.00	\$0.00	\$3,425.49	32.42%	\$7,139.51	\$171.27
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	\$18,552.57	\$0.00	\$0.00	\$18,552.57	100.00%	\$0.00	\$927.63
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	\$29,580.00	\$0.00	\$0.00	\$29,580.00	100.00%	\$0.00	\$1,479.01
TOTALS:			\$2,518,000.00	\$1,117,365.33	\$308,753.00	\$445,867.49	\$1,871,985.82	74.34%	\$646,014.18	\$93,599.31

Change Orders

[illegible]

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	APPROVED WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
37.1	PCO #003 PCO #3 - CE 4, CE8, CE15								
37.1.1	6-60500.000.Subcontract BP# 6 General	\$13,937.20	\$0.00	\$13,937.20	\$0.00	\$13,937.20	100.00%	\$0.00	\$696.86
37.1.2	6-60500.000.Subcontract BP# 6 General	\$17,284.80	\$0.00	\$10,200.00	\$0.00	\$10,200.00	59.01%	\$7,084.80	\$510.00
37.1.3	6-60500.000.Subcontract BP# 6 General RFI #39	\$1,552.98	\$0.00	\$1,552.98	\$0.00	\$1,552.98	100.00%	\$0.00	\$77.65
38	CCO #004 CO#4 Keystone								
38.1	PCO #004 CO#4 Keystone								
38.1.1	6-60500.000.Subcontract BP# 6 General Contract Extension	\$93,007.98	\$20,000.00	\$25,000.00	\$100.00	\$45,100.00	48.49%	\$47,907.98	\$2,255.00
39	CCO #005 Keystone Change Order #005								
39.1	PCO #005 Keystone CO #5								
39.1.1	6-60500.000.Subcontract BP# 6 General Boardwalk hydrodynamic report	\$11,362.00	\$11,362.00	\$0.00	\$0.00	\$11,362.00	100.00%	\$0.00	\$568.10
39.1.2	6-60500.000.Subcontract BP# 6 General RFI # Knox Box	\$158.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$158.00	\$0.00
39.1.3	6-60500.000.Subcontract BP# 6 General Relocation/Removal of EPA Fencing	\$304.98	\$304.98	\$0.00	\$0.00	\$304.98	100.00%	\$0.00	\$15.25
TOTALS:		\$161,799.69	\$41,327.02	\$54,125.61	\$100.00	\$95,552.63	59.06%	\$66,247.06	\$4,777.63

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:		\$2,679,799.69	\$1,158,692.35	\$362,878.61	\$445,967.49	\$1,967,538.45	73.42%	\$712,261.24	\$98,376.94



CONDITIONAL LIEN WAIVER AND RELEASE UPON PROGRESS PAYMENT

KNOW ALL MEN BY THESE PRESENTS:

Upon receiving progress payment in the sum of **\$362,878.61** 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 **October 31, 2025**, only and does not cover any retention retained before or after the release date.

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

Dated: **October, 2025**

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

By: **Justin Menke**

Title: **President**

Signature: 



Memo

TO: Mayor and Council members

FROM: Jonathan Cygan, Civil Engineer

DATE: November 13, 2025

RE: Approve Pay Request #17 - Alliance Construction Group - NW 114th Street Reconstruction - \$14,949.91

SYNOPSIS:

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

Pay Estimate #17 - \$14,949.91

On 8/12/2025 it was discovered that a previous liquidated damage of 1 day to the total of \$750.00 was charged to the contractor on pay request #7 11/14/2024. On the following pay request, Payment 8, issued on 12/12/2024 the liquidated damage was removed after Alliance Construction and City staff reestablished a new schedule to complete the remaining work on Stage 3 of the project. Due to limitations of APPIA, the payment and quantities software, the reports provided are now showing \$750 dollars that the city has not actually paid the contractor. The running ledger below reflects the correct quantities that the City has issued to Alliance Construction Group.

Payment Number	Payment	Payments to Date
Pay Estimate #1 (5/2/2024)	\$51,729.87	\$51,729.87
Pay Estimate #2 (6/13/2024)	\$92,483.00	\$144,212.87
Pay Estimate #3 (7/11/2024)	\$24,105.85	\$168,318.72
Pay Estimate #4 (8/8/2024)	\$114,289.69	\$282,608.41
Pay Estimate #5 (9/12/2024)	\$51,228.41	\$333,836.82
Pay Estimate #6 (10/10/2024)	\$203,102.01	\$536,938.83
Pay Estimate #7 (11/14/2024)	\$211,778.01	\$748,716.84
Pay Estimate #8 (12/12/2024)	\$19,605.63	\$768,322.47
Pay Estimate #9 (1/9/2025)	\$11,328.75	\$779,651.22
Pay Estimate #10 (2/6/2025)	\$5,796.90	\$785,448.12
Pay Estimate #11 (3/13/2025)	\$4,144.46	\$789,592.58
Pay Estimate #12 (5/1/2025)	\$125,995.23	\$915,587.81
Pay Estimate #13 (6/12/2025)	\$323,324.92	\$1,238,912.73
Pay Estimate #14 (7/10/2025)	\$28,738.03	\$1,267,650.76
Pay Estimate #15 (8/14/2025)	\$5,780.18	\$1,273,430.94
Pay Estimate #16 (9/11/2025)	\$53,850.17	\$1,327,281.11
Pay Estimate #17 (11/13/2025)	\$14,949.91	\$1,342,231.02

A breakdown of the contract status is as follows:

Amended Contract Amount	- \$1,389,273.09
Paid to Date	- <u>\$1,342,981.02</u>
Contract Remaining	- \$ 46,292.07

Please feel free to contact me at jcygan@cityofclive.com or 515-867-5141 prior to the meeting if you have any questions or concerns.

Attachments:

1. Pay Request #17



City of Clive

Payment Invoice

NW 114TH STREET RECONSTRUCTION

Description	Road reconstruction from 200' west of Nw 111th to walnut creek bridge.
Payment Number	17
Pay Period	08/31/2025 to 10/25/2025
Approval Date	11/13/2025
Prime Contractor	Alliance Construction Group, LLC 9400 Plum Dr. Urbandale, IA 50322
Payment Status	Pending
Awarded Project Amount	\$1,349,523.50
Authorized Amount	\$1,389,273.09

Line Number	Item	Unit	Current Paid Quantity	Unit Price	Amount
Section: 1 Description					
0130	24-013	EA	3.000	\$535.000	\$1,605.00
SUBDRAIN CLEANOUT, TYPE A-1, PVC, 8"					
0460	24-046	SQ	139.350	\$75.000	\$10,451.25
SODDING					
0490	24-049	LF	230.000	\$3.000	\$690.00
FILTER SOCK, 12", INSTALLATION					
0500	24-050	LF	1,311.000	\$0.500	\$655.50
FILTER SOCK, 12", MAINTENANCE AND REMOVAL					
0670	25-147	LS	1.000	\$2,335.000	\$2,335.00
Removal, grading, and sodding					
					Section Total: \$15,736.75
					Project Total: \$15,736.75

Summary

Current Approved Work:	\$15,736.75	Approved Work To Date:	\$1,358,927.39
Current Stockpile Advancement:	\$0.00	Stockpile Advancement To Date:	\$92,483.00
Current Stockpile Recovery:	\$0.00	Stockpile Recovery To Date:	\$92,483.00
Current Retainage:	\$786.84	Retainage To Date:	\$67,946.37
Current Retainage Released:	\$0.00	Retainage Released To Date:	\$52,000.00
Current Liquidated Damages:	\$0.00	Liquidated Damages To Date:	\$0.00
Current Adjustment:	\$0.00	Adjustments To Date:	\$0.00
Current Payment:	\$14,949.91	Payments To Date:	\$1,342,981.02
Previous Payment:	\$53,850.17	Previous Payments To Date:	\$1,328,031.11

Mayor, City of Clive

Date

Project Engineer, Jonathan Cygan

Date

Field Engineer, Nolan Daft

Date

Contractor, Alliance Construction Group

Date



Memo

TO: Mayor and Council members

FROM: Rai Tokuhisa, Water Resource Engineer

DATE: November 13, 2025

RE: Approve Pay Request #17 - Stantec Consulting Services - Little Walnut Creek Restoration and Trail Construction - \$ 32,250.85

SYNOPSIS:

Please see the attached memo for item synopsis.

Attachments:

1. LWC_Stantec_Ph2_Invoice # 17_StaffMemo
2. LWC_Stantec_Ph2_Invoice # 17_20251003

TO: Honorable Mayor and City Council
FROM: Rai Tokuhisa, Water Resources Engineer
DATE: 13 NOV 2025
RE: Approve Pay Request #17 – Stantec Consulting Services
- Little Walnut Creek Restoration and Trail Construction -
\$ 32,250.85

Staff recommends approval of Pay Request #17 to Stantec Consulting Services for the work performed on the Little Walnut Creek Restoration and Trail Construction project (Resolution 2023-023, Stantec No. 193806064). Work on this pay request included mitigation banking, stream design, and trail design.

Pay Request #17 - \$32,250.85

The PSA Status is as follows:

Original Contract Amount	\$ 671,060.00
Amendment #1:	\$ 66,798.00
Amendment #2:	\$ 109,005.00
Amendment #3:	\$ 209,111.00
Total Approved Agreement Amount:	\$ 1,055,974.00

Item - Council Date	Amount
Stantec Phase 2 Pay Request #1 3/14/2024	\$ 71,977.55
Stantec Phase 2 Pay Request #2 3/31/2023	\$ 41,298.00
Stantec Phase 2 Pay Request #3 4/27/2023	\$ 176,423.61
Stantec Phase 2 Pay Request #4 9/14/2023	\$ 133,634.59
Stantec Phase 2 Pay Request #5 12/14/2023	\$ 4,281.98
Stantec Phase 2 Pay Request #6 12/14/2023	\$ 24,238.82
Stantec Phase 2 Pay Request #7 2/1/2024	\$ 30,844.25
Stantec Phase 2 Pay Request #8 2/8/2024	\$ 6,682.25
Stantec Phase 2 Pay Request #9 7/11/2024	\$ 104,064.15
Stantec Phase 2 Pay Request #10 2/27/2025	\$ 199,350.00
Stantec Phase 2 Pay Request # 11 7/10/2025	\$ 12,736.50
Stantec Phase 2 Pay Request # 12 7/10/2025	\$ 19,223.50
Stantec Phase 2 Pay Request # 13 9/25/2025	\$ 33,385.00
Stantec Phase 2 Pay Request # 14 9/25/2025	\$ 12,481.25
Stantec Phase 2 Pay Request # 15 9/25/2025	\$ 37,334.25
Stantec Phase 2 Pay Request # 16 9/25/2025	\$ 16,217.50

Memo (cont.)

Stantec Phase 2 Pay Request # 17 11/13/2025	\$ 32,250.85
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Paid to date:	\$ 924,173.20
Amount remaining on agreement:	\$ 131,800.80
Total requested to date:	\$ 956,424.05
Total amount due this pay request:	\$ 32,250.85
Amount remaining on agreement after this pay request:	\$ 99,549.95

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

Invoice Number	2463147
Invoice Date	October 3, 2025
Purchase Order	--
Customer Number	142965
Project Number	193806064

Bill To	<u>EFT/ACH Remit To (Preferred)</u>	Alternative Remit To
City of Clive, IA	Stantec Consulting Services Inc. (SCSI)	Stantec Consulting Services
Accounts Payable	Bank of America	Inc. (SCSI)
2123 NW 11th Street	ABA No. : 111000012	13980 Collections Center Drive
Clive IA 50325	Account No: 3752096026	Chicago IL 60693
United States	Email Remittance: eft@stantec.com	United States

Project	Clive Little Walnut Creek Restoration and Trail Construction Phase 2		
Project Manager	Schlegel, Kellie Marie	Contract Upset	1,052,680.00
Current Invoice Total (USD)	32,250.85	Contract Billed to Date	999,213.07
		For Period Ending	August 29, 2025

Top Task 200 Project Management

Professional Services

Category/Employee		Current Hours	Rate	Current Amount
	Chapman, Debra J (Debbie)	1.25	155.00	193.75
	Harding, Sarah Ellen	0.25	176.00	44.00
	Schlegel, Kellie Marie	3.75	189.00	708.75
	Subtotal Professional Services	<u>5.25</u>		<u>946.50</u>

Subconsultants

Jeo Consulting Group	1,059.35
Subtotal Subconsultants	<u>1,059.35</u>

Top Task Subtotal	Project Management	2,005.85
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Top Task 203 Mitigation Banking

Professional Services

Category/Employee		Current Hours	Rate	Current Amount
	Harris, Abby Irene	57.50	172.00	9,890.00
	Schlegel, Kellie Marie	1.50	189.00	283.50
	Stanley, William L (Will)	6.00	189.00	1,134.00
	Subtotal Professional Services	<u>65.00</u>		<u>11,307.50</u>

Top Task Subtotal	Mitigation Banking	11,307.50
-------------------	--------------------	-----------

Top Task 205 Trail Design

Invoice Number	2463147
Invoice Date	October 3, 2025
Purchase Order	--
Customer Number	142965
Project Number	193806064

Subconsultants

Jeo Consulting Group	18,937.50
Subtotal Subconsultants	<u>18,937.50</u>

Top Task Subtotal	Trail Design	18,937.50
Total Fees & Disbursements		<u>32,250.85</u>
INVOICE TOTAL (USD)		32,250.85

Net Due in 30 Days or in accordance with terms of the contract

Stantec will not change our banking information. If you receive a request noting our banking information has changed, please contact your Stantec Project Manager



Engineering | Architecture | Surveying | Planning

Invoice

December 20, 2024

Project No: R202155.00

Invoice No: 157174

Invoice Amount: 7,831.85

Sarah Harding
Stantec Consulting Services, Inc.
6800 College Boulevard, Ste 750
Overland Park, KS 66211

Project Manager Michael Mitchell

Project R202155.00 Stantec: Clive Little Walnut Creek Trail

Professional Services through December 6, 2024

- See Attached Progress Report

	Contract Amount	Percent Complete	Billed-to-Date	Previous Billing	Current Billing
Lump Sum Phase(s)					
Additional Topo	\$9,000.00	100%	\$9,000.00	\$9,000.00	0.00
Lowest Adjacent Grade Survey	\$1,840.00	100%	\$1,840.00	\$1,840.00	0.00
Hourly to a Maximum Phase(s)					
Project Management - West	\$9,000.00		\$9,000.00	\$7,940.65	\$1,059.35
Feasibility Study - West	\$12,000.00		\$12,000.00	\$12,000.00	0.00
30% Trail Design Meetings & Survey - West	\$4,500.00		\$4,500.00	\$4,500.00	0.00
30% Trail Design Assistance - West	\$15,000.00		\$15,000.00	\$15,000.00	0.00
60% Trail Design - West	\$45,000.00		\$45,000.00	\$45,000.00	0.00
Final Trail Design - West	\$36,500.00		\$22,132.50	\$15,360.00	\$6,772.50
Project Management - East	\$5,000.00		\$5,000.00	\$5,000.00	0.00
60% Trail Design - East	\$19,000.00		\$19,000.00	\$19,000.00	0.00
Final Trail Design - East	\$16,000.00		\$16,000.00	\$16,000.00	0.00
Total	\$172,840.00		\$158,472.50	\$150,640.65	\$7,831.85
Total Amount Due Upon Receipt :					\$7,831.85

Outstanding Invoices

Number	Date	Balance
152753	7/27/2024	4,683.75
154213	9/17/2024	12,165.00
156209	11/21/2024	3,112.50
Total		19,961.25

Email Invoice to: sarah.harding@stantec.com; aimee.gies@stantec.com; Kellie.Schlegel@stantec.com



Monthly Progress Report

PROJECT | Clive Little Walnut Creek Restoration and Trail Construction

JEO PROJECT NO. | 202155.00

DATE PREPARED | December 13, 2024

1. Work Completed During Current Period (11/09/2024 to 12/06/2024)

- Project Management and Coordination
- 100% Trail (West) design and plan preparation

2. Planned Work for Next Period

- Address 100% Trail (East) Final Plans comments and sign and seal final plans.
- Continue 100% Trail (West) design and plan preparation

3. Issues Encountered and Proposed Solutions

- Awaiting Clive comments on ERI Notes for 100% Trail (East) plans.
- Ongoing coordination regarding west trail drainage and stormwater adjustments to incorporate into 100% Trail (West) plans.



Engineering | Architecture | Surveying | Planning

Invoice

September 17, 2024

Project No: R202155.00

Invoice No: 154213

Invoice Amount: 12,165.00

Sarah Harding
Stantec Consulting Services, Inc.
6800 College Boulevard, Ste 750
Overland Park, KS 66211

Project Manager Michael Mitchell

Project R202155.00 Stantec: Clive Little Walnut Creek Trail

Professional Services through September 6, 2024

- See Attached Progress Report

	Contract Amount	Percent Complete	Billed-to-Date	Previous Billing	Current Billing
Lump Sum Phase(s)					
Additional Topo	\$9,000.00	100%	\$9,000.00	\$9,000.00	0.00
Lowest Adjacent Grade Survey	\$1,840.00	100%	\$1,840.00	\$1,840.00	0.00
Hourly to a Maximum Phase(s)					
Project Management - West	\$9,000.00		\$7,940.65	\$7,940.65	0.00
Feasibility Study - West	\$12,000.00		\$12,000.00	\$12,000.00	0.00
30% Trail Design Meetings & Survey - West	\$4,500.00		\$4,500.00	\$4,500.00	0.00
30% Trail Design Assistance - West	\$15,000.00		\$15,000.00	\$15,000.00	0.00
60% Trail Design - West	\$45,000.00		\$45,000.00	\$45,000.00	0.00
Final Trail Design - West	\$36,500.00		\$12,247.50	\$82.50	\$12,165.00
Project Management - East	\$5,000.00		\$5,000.00	\$5,000.00	0.00
60% Trail Design - East	\$19,000.00		\$19,000.00	\$19,000.00	0.00
Final Trail Design - East	\$16,000.00		\$16,000.00	\$16,000.00	0.00
Total	\$172,840.00		\$147,528.15	\$135,363.15	\$12,165.00

Total Amount Due Upon Receipt : \$12,165.00

Outstanding Invoices

Number	Date	Balance
152753	7/27/2024	4,683.75
Total		4,683.75

Email Invoice To: sarah.harding@stantec.com; aimee.gies@stantec.com; Kellie.Schlegel@stantec.com



Monthly Progress Report

PROJECT | Clive Little Walnut Creek Restoration and Trail Construction

JEO PROJECT NO. | 202155.00

DATE PREPARED | September 12, 2024

1. Work Completed During Current Period (07/06/2024 to 09/06/2024)

- Project Management and Coordination
- 100% Trail (East) design and plan preparation
- 100% Trail (West) design and plan preparation

2. Planned Work for Next Period

- Complete 100% Trail (East) design and plan preparation
- Continue 100% Trail (West) design and plan preparation

3. Issues Encountered and Proposed Solutions

- Invoice includes billing of previously held Work-In-Progress on 100% Trail (West) plans



Memo

TO: Mayor and Council members

FROM: Matt McQuillen, City Manager

DATE: November 13, 2025

RE: Resolution Approving Substantial Completion and Accepting the Work - City Hall & Library Renovation Phase1 Project

SYNOPSIS:

Final closeout and substantial completion documents have been submitted for the six prime construction contracts associated with the City Hall & Library Renovation Phase 1 Project. The construction manager, design team and staff would recommend approval of the resolution setting the substantial completion date and accepting the work.

Attachments:

1. Res Approve Sub Complete and Final Accept CH Phase 1 11-13-25
2. Dahl_G707_Bond_No._54262709
3. G706-1994_-_Final_-_001_Dahl
4. G706A-1994_-_Final_-_001_Dahl
5. G734-2019_-_Final_-_Dahl(1)
6. AIA_Document_G707_-_Executed_Elite
7. Elite_G706
8. Elite_G706a
9. G734-2019_-_Final_-_Elite_Fire(1)
10. G706-1994_-_Final_-_001_LA_Fulton(1)
11. G706A-1994_-_Final_-_001_LA_Fulton(1)
12. G707-1994_-_Final_-_001_LA_Fulton(1)
13. G734-2019_-_Final_-_LA_Fulton(1)
14. G706-1994_-_Final_-_001_MAGS(1)
15. G706A-1994_-_Final_-_001_MAGS(1)
16. G707-1994_-_Final_-_001_MAGS(1)
17. G734-2019_-_Final_-_MAGS
18. G734-2019_-_Final_-_Keystone(1)
19. G734-2019_-_Final_-_DeVries(1)

RESOLUTION NO. _____

RESOLUTION APPROVING SUBSTANTIAL COMPLETION AND ACCEPTING THE
WORK FOR PRIME CONSTRUCTION CONTRACTS FOR THE CITY HALL & LIBRARY
RENOVATION PROJECT PHASE 1

WHEREAS, the contractors holding the prime contracts for construction of the Clive City Hall & Library Renovation Phase 1 Project (the "Project"), have completed their work; and

WHEREAS, the date of substantial completion for those prime contracts begins a one (1) year warranty period for the construction work.

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

That the contracts described on Exhibit A, for the various packages of the Project, are deemed to be completed and the work hereby accepted, and except for the five percent (5%) retainage to be held by the City for not less than thirty (30) days after acceptance of the Work, the amounts due to the contractor are hereby ordered paid from available funds from which payment for the Work may be made.

That the City Manager is hereby authorized and directed to execute the certificate of substantial completion for said prime contracts on behalf of the City of Clive, Iowa.

PASSED AND APPROVED this 13th day of November, 2025.

By: _____
John Edwards, Mayor

ATTEST:

By: _____
Matthew Graham, City Clerk

Exhibit A

Clive City Hall & Library Renovation Phase 1 Construction Packages Ready for Substantial Completion

Prime Contract #1 – General Construction, Demolition & Asbestos Abatement
Keystone Construction

Prime Contract #2 – Aluminum Frames & Glazing
Mid-American Glazing Systems

Prime Contract #3 – Mechanical
Dahl Air Conditioning & Heating

Prime Contract #4 – Plumbing
LA Fulton & Sons

Prime Contract #5 – Electrical & Low Voltage
DeVries Electric

Prime Contract #6 – Fire Sprinkler
Elite Fire Sprinkler



AIA® Document G707™ – 1994

Consent Of Surety to Final Payment

Bond No: 54262709

PROJECT: (Name and address)
Clive City Hall & Library Renovation

ARCHITECT'S PROJECT NUMBER: 24811

OWNER: ☒

ARCHITECT: ☐

CONTRACT FOR: BP#3 Mechanical

CONTRACTOR: ☐

SURETY: ☐

OTHER: ☐

TO OWNER: (Name and address)
City of Clive
1900 NW 114th Street
Clive, IA 50325

CONTRACT DATED: December 6, 2024

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the
(Insert name and address of Surety)

United Fire & Casualty Company
P.O. Box 73909
Cedar Rapids, IA 52407-3909

, SURETY,

on bond of
(Insert name and address of Contractor)

Dahl Air Conditioning & Heating LLC
2000 Ash Street
De Soto, IA 50069

, CONTRACTOR,

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the Surety
of any of its obligations to

(Insert name and address of Owner)

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

, OWNER,

as set forth in said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date: **October 23, 2025**

(Insert in writing the month followed by the numeric date and year.)

United Fire & Casualty Company

(Surety)

(Signature of authorized representative)

Sara Huston, Attorney-in-Fact

(Printed name and title)

Attest:
(Seal):

Jamie Gifford





UNITED FIRE & CASUALTY COMPANY, CEDAR RAPIDS, IA
 UNITED FIRE & INDEMNITY COMPANY, WEBSTER, TX
 FINANCIAL PACIFIC INSURANCE COMPANY, LOS ANGELES, CA
 CERTIFIED COPY OF POWER OF ATTORNEY
 (original on file at Home Office of Company – See Certification)

Inquiries: Surety Department
 118 Second Ave SE
 Cedar Rapids, IA 52401

KNOW ALL PERSONS BY THESE PRESENTS, That United Fire & Casualty Company, a corporation duly organized and existing under the laws of the State of Iowa; United Fire & Indemnity Company, a corporation duly organized and existing under the laws of the State of Texas; and Financial Pacific Insurance Company, a corporation duly organized and existing under the laws of the State of California (herein collectively called the Companies), and having their corporate headquarters in Cedar Rapids, State of Iowa, does make, constitute and appoint

CRAIG E. HANSEN, JAY D. FREIERMUTH, BRIAN M. DEIMERLY, ANNE CROWNER, TIM MCCULLOH, DIONE R. YOUNG, MICHELLE GRUIS, SETH D. ROOKER, SARA HUSTON, SHELBY GREINER, JOHN CORD, KATE ZANDERS, JAMIE GIFFORD, GRACE DICKINSON, ZACHARY R. FULLER, EACH INDIVIDUALLY

their true and lawful Attorney(s)-in-Fact with power and authority hereby conferred to sign, seal and execute in its behalf all lawful bonds, undertakings and other obligatory instruments of similar nature provided that no single obligation shall exceed \$100,000,000.00 and to bind the Companies thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Companies and all of the acts of said Attorney, pursuant to the authority hereby given and hereby ratified and confirmed.

The Authority hereby granted is continuous and shall remain in full force and effect until revoked by United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

This Power of Attorney is made and executed pursuant to and by authority of the following bylaw duly adopted by the Boards of Directors of United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

"Article VI – Surety Bonds and Undertakings"

Section 2, Appointment of Attorney-in-Fact. "The President or any Vice President, or any other officer of the Companies may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Companies in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. The signature of any officer authorized hereby, and the Corporate seal, may be affixed by facsimile to any power of attorney or special power of attorney or certification of either authorized hereby; such signature and seal, when so used, being adopted by the Companies as the original signature of such officer and the original seal of the Companies, to be valid and binding upon the Companies with the same force and effect as though manually affixed. Such attorneys-in-fact, subject to the limitations set forth in their respective certificates of authority shall have full power to bind the Companies by their signature and execution of any such instruments and to attach the seal the Companies thereto. The President or any Vice President, the Board of Directors or any other officer of the Companies may at any time revoke all power and authority previously given to any attorney-in-fact.

IN WITNESS WHEREOF, the COMPANIES have each caused these presents to be signed by its vice president and its corporate seal to be hereto affixed this 18th day of March, 2022



UNITED FIRE & CASUALTY COMPANY
 UNITED FIRE & INDEMNITY COMPANY
 FINANCIAL PACIFIC INSURANCE COMPANY

By: 
 Vice President

State of Iowa, County of Linn, ss:

On 18th day of March, 2022, before me personally came Kyanna M. Saylor to me known, who being by me duly sworn, did depose and say; that she resides in Cedar Rapids, State of Iowa; that she is a Vice President of United Fire & Casualty Company, a Vice President of United Fire & Indemnity Company, and a Vice President of Financial Pacific Insurance Company the corporations described in and which executed the above instrument; that she knows the seal of said corporations; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporations and that she signed her name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporations.

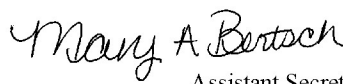



 Notary Public
 My commission expires: 10/26/2025

I, Mary A. Bertsch, Assistant Secretary of United Fire & Casualty Company and Assistant Secretary of United Fire & Indemnity Company, and Assistant Secretary of Financial Pacific Insurance Company, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the bylaws and resolutions of said Corporations as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID CORPORATIONS, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

In testimony whereof I have hereunto subscribed my name and affixed the corporate seal of the said Corporations this 23rd day of October, 20 25.



By: 
 Assistant Secretary,
 UF&C & UF&I & FPIC

AIA® Document G706® – 1994

Contractor's Affidavit of Payment of Debts and Claims

PROJECT: <i>(Name and address)</i> Clive City Hall & Library Renovation 1900 NW 114th St., Clive IA 50325	ARCHITECT'S PROJECT NUMBER: 24811000	OWNER: ☐ ARCHITECT: ☐ CONTRACTOR: ☒ SURETY: ☐ OTHER: ☐
TO OWNER: <i>(Name and address)</i> City of Clive 1900 NW 114th St. Clive IA 50325	CONTRACT FOR: General Construction	CONTRACT DATED: 12/6/2024

STATE OF: Iowa
COUNTY OF: Dallas

The undersigned hereby certifies that, except as listed below, payment has been made in full and all obligations have otherwise been satisfied for all materials and equipment furnished, for all work, labor, and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the Contract referenced above for which the Owner or Owner's property might in any way be held responsible or encumbered.

EXCEPTIONS:

None

SUPPORTING DOCUMENTS ATTACHED HERETO:

1. Consent of Surety to Final Payment. Whenever Surety is involved, Consent of Surety is required. AIA Document G707, Consent of Surety, may be used for this purpose

Indicate Attachment ☒ Yes ☐ No

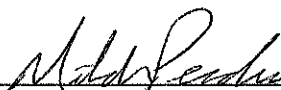
The following supporting documents should be attached hereto if required by the Owner:

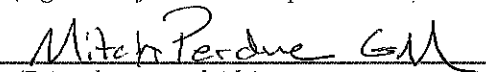
1. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
2. Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.
3. Contractor's Affidavit of Release of Liens (AIA Document G706A).

CONTRACTOR: *(Name and address)*

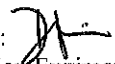
Dahl Air Conditioning & Heating LLC
2000 Ash St., De Soto IA 50069

BY:


(Signature of authorized representative)


(Printed name and title)

Subscribed and sworn to before me on this date:

Notary Public: 

My Commission Expires: 3/27/27



AIA® Document G706®A – 1994

Contractor's Affidavit of Release of Liens

PROJECT: <i>(Name and address)</i> Clive City Hall & Library Renovation	ARCHITECT'S PROJECT NUMBER: 24811000 CONTRACT FOR: General Construction CONTRACT DATED: 12/6/2024	OWNER: ☐ ARCHITECT: ☐ CONTRACTOR: ☒ SURETY: ☐ OTHER: ☐
TO OWNER: <i>(Name and address)</i> City of Clive 1900 NW 114th St., Clive IA 50325		

STATE OF: IA
COUNTY OF: Dallas

The undersigned hereby certifies that to the best of the undersigned's knowledge, information and belief, except as listed below, the Releases or Waivers of Lien attached hereto include the Contractor, all Subcontractors, all suppliers of materials and equipment, and all performers of Work, labor or services who have or may have liens or encumbrances or the right to assert liens or encumbrances against any property of the Owner arising in any manner out of the performance of the Contract referenced above.

EXCEPTIONS:

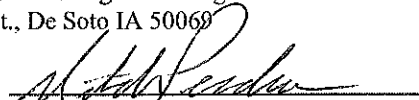
None

SUPPORTING DOCUMENTS ATTACHED HERETO:

1. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
2. Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.

CONTRACTOR: *(Name and address)*
Dahl Air Conditioning & Heating LLC
2000 Ash St., De Soto IA 50069

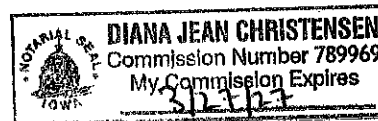
BY:


(Signature of authorized representative)
Mitch Perdue GM
(Printed name and title)

Subscribed and sworn to before me on this date:

Notary Public:

My Commission Expires: 3/27/27





AIA® Document G734™ – 2019

Certificate of Substantial Completion Construction Manager as Adviser Edition

PROJECT: (name and address)

Clive City Hall

OWNER: (name and address)

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

CONTRACT INFORMATION:

 Contract For: General Construction
 Date: 12/06/24

ARCHITECT: (name and address)

 OPN Architects
 100 Court Ave, Ste 100 Des
 Moines IA 50309

CERTIFICATE INFORMATION:

 Certificate Number: 001
 Date: 8/19/25

CONSTRUCTION MANAGER: (name and address)

 DCI Group
 220 SE 6th St., Ste 200 Des Moines IA 50309

CONTRACTOR(S):
(Enter names and addresses for all Contractors)

 Dahl Air Conditioning & Heating LLC
 2000 Ash St., De Soto IA 50069

The Work identified below has been reviewed and found, to the Construction Manager's and Architect's best knowledge, information and belief, to be substantially complete. Substantial Completion is the stage in the progress of the Work when the Work of all of the Contractors, or designated portion thereof, is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use. The date of Substantial Completion of the Project, or portion thereof designated below, is the date established by this Certificate

(Identify the Work of all of the Contractors, or portion thereof, that is substantially complete.)

All work included in the contract documents for Bid Package #3.

For all Contractors, the date of Substantial Completion of the Project, or portion thereof, is:

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

July 22, 2025.

DCI Group

CONSTRUCTION MANAGER
(Firm Name)
SIGNATURE

 Drew Johnson, Project
 Manager

PRINTED NAME AND TITLE

August 19, 2025 | 10:27 PM CDT

DATE

OPN Architects

ARCHITECT (Firm Name)
SIGNATURE

 Joe Feldmann, Associate
 Principal

PRINTED NAME AND TITLE

August 20, 2025 | 7:25 AM CDT

DATE
WARRANTIES

The date of Substantial Completion of the Project, or portion designated above, is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below:

(Identify warranties that do not commence on the date of Substantial Completion, if any, and indicate their date of commencement.)

N/A

WORK TO BE COMPLETED OR CORRECTED

A list of items to be completed or corrected by each of the Contractors, including a cost estimate, is attached hereto or transmitted as agreed upon by the parties, and identified as follows:

(Attach a list of items to be completed or corrected by each of the Contractors and provide an identification of each list.)

Any outstanding punchlist and submission of all contractually required as-builts and other closeout requirements.

The failure to include any items on such list does not alter the responsibility of a Contractor to complete all Work in accordance with the Contract Documents. Unless otherwise agreed to in writing, the date of commencement of warranties for items on the attached lists will be the date of issuance of the final Certificate of Payment or the date of final payment,

whichever occurs first. Each Contractor will complete or correct the Work on the appropriate list of items attached hereto within (60) days from the above date of Substantial Completion.

As of the date of Substantial Completion, the Owner shall be responsible for security, maintenance, heat, utilities, damage to the Work, and insurance, except as noted below:
(Identify any responsibilities that are assigned to the Contractors.)
None

(Note: Owner’s and Contractor’s legal and insurance counsel should review insurance requirements and coverage.)

The Owner and Contractor hereby accept the responsibilities assigned to them in this Certificate of Substantial Completion:

Dahl Air Conditioning & Heating LLC		Rusty RoheGeneral Manager	August 20, 2025 4:21 AM PDT
CONTRACTOR <i>(Firm Name)</i>	SIGNATURE	PRINTED NAME AND TITLE	DATE
City of Clive		John Edwards, Mayor	
OWNER <i>(Firm Name)</i>	SIGNATURE	PRINTED NAME AND TITLE	DATE

AIA® Document G707™ – 1994

Consent Of Surety to Final Payment

PROJECT: <i>(Name and address)</i> Clive City Hall & Library Renovation	ARCHITECT'S PROJECT NUMBER: 24811	OWNER: ☐
	CONTRACT FOR: BP#6 Fire Sprinkler	ARCHITECT: ☐
TO OWNER: <i>(Name and address)</i> City of Clive 1900 NW 114th St., Clive IA 50325	CONTRACT DATED: 12/6/2024 Bond # 54-263923	CONTRACTOR: ☒
		SURETY: ☐
		OTHER: ☐

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the
(Insert name and address of Surety)

United Fire & Casualty Company
118 2nd Ave. SE, Cedar Rapids IA 52401

, SURETY,

on bond of
(Insert name and address of Contractor)

Elite Fire Sprinkler Systems
5104 Park Ave., Des Moines IA 50321

, CONTRACTOR,

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall
not relieve the Surety of any of its obligations to
(Insert name and address of Owner)

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

, OWNER,

as set forth in said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date: October 21, 2025
(Insert in writing the month followed by the numeric date and year.)

United Fire & Casualty Company
(Surety)


(Signature of authorized representative)

Attest:
(Seal):





Lukas Schroder, Attorney-in-Fact
(Printed name and title)



UNITED FIRE & CASUALTY COMPANY, CEDAR RAPIDS, IA
 UNITED FIRE & INDEMNITY COMPANY, WEBSTER, TX
 FINANCIAL PACIFIC INSURANCE COMPANY, LOS ANGELES, CA
CERTIFIED COPY OF POWER OF ATTORNEY
 (original on file at Home Office of Company – See Certification)

Inquiries: Surety Department
118 Second Ave SE
Cedar Rapids, IA 52401

KNOW ALL PERSONS BY THESE PRESENTS, That United Fire & Casualty Company, a corporation duly organized and existing under the laws of the State of Iowa; United Fire & Indemnity Company, a corporation duly organized and existing under the laws of the State of Texas; and Financial Pacific Insurance Company, a corporation duly organized and existing under the laws of the State of California (herein collectively called the Companies), and having their corporate headquarters in Cedar Rapids, State of Iowa, does make, constitute and appoint

ROBERT L. KOLLSMITH, JASON D. SMITH, JAMES M. SMITH, TIMOTHY J. FOLEY, BRAD BENGTSON, KURT FELLER, DORA B. STEVENS, ANN SAMUELSON, DEBORAH KLING, LUKAS SCHRODER, MASON STICKNEY, CHRISTY RITCHIE, JACK STRELLNER, LAURI MENEUGH, LINDSAY CARDENAS, EACH INDIVIDUALLY

their true and lawful Attorney(s)-in-Fact with power and authority hereby conferred to sign, seal and execute in its behalf all lawful bonds, undertakings and other obligatory instruments of similar nature provided that no single obligation shall exceed \$75,000,000.00 and to bind the Companies thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Companies and all of the acts of said Attorney, pursuant to the authority hereby given and hereby ratified and confirmed.

The Authority hereby granted is continuous and shall remain in full force and effect until revoked by United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

This Power of Attorney is made and executed pursuant to and by authority of the following bylaw duly adopted by the Boards of Directors of United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

“Article VI – Surety Bonds and Undertakings”

Section 2, Appointment of Attorney-in-Fact. “The President or any Vice President, or any other officer of the Companies may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Companies in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. The signature of any officer authorized hereby, and the Corporate seal, may be affixed by facsimile to any power of attorney or special power of attorney or certification of either authorized hereby; such signature and seal, when so used, being adopted by the Companies as the original signature of such officer and the original seal of the Companies, to be valid and binding upon the Companies with the same force and effect as though manually affixed. Such attorneys-in-fact, subject to the limitations set forth in their respective certificates of authority shall have full power to bind the Companies by their signature and execution of any such instruments and to attach the seal the Companies thereto. The President or any Vice President, the Board of Directors or any other officer of the Companies may at any time revoke all power and authority previously given to any attorney-in-fact.

IN WITNESS WHEREOF, the COMPANIES have each caused these presents to be signed by its vice president and its corporate seal to be hereto affixed this 16th day of November, 2017



UNITED FIRE & CASUALTY COMPANY
 UNITED FIRE & INDEMNITY COMPANY
 FINANCIAL PACIFIC INSURANCE COMPANY

By: *Kyanna M. Saylor*
 Vice President

State of Iowa, County of Linn, ss:

On 16th day of November, 2017, before me personally came Kyanna M. Saylor to me known, who being by me duly sworn, did depose and say; that she resides in Cedar Rapids, State of Iowa; that she is a Vice President of United Fire & Casualty Company, a Vice President of United Fire & Indemnity Company, and a Vice President of Financial Pacific Insurance Company the corporations described in and which executed the above instrument; that she knows the seal of said corporations; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporations and that she signed her name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporations.



Patti Waddell
 Notary Public
 My commission expires: 10/26/2025

I, Mary A. Bertsch, Assistant Secretary of United Fire & Casualty Company and Assistant Secretary of United Fire & Indemnity Company, and Assistant Secretary of Financial Pacific Insurance Company, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the bylaws and resolutions of said Corporations as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID CORPORATIONS, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

In testimony whereof I have hereunto subscribed my name and affixed the corporate seal of the said Corporations
 this 21st day of October, 2025



By: *Mary A. Bertsch*
 Assistant Secretary,
 UF&C & UF&I & FPIC



AIA®

Document G706® – 1994

Contractor's Affidavit of Payment of Debts and Claims**PROJECT:** *(Name and address)*

Clive City Hall & Library

Renovation

1900 NW 114th St., Clive IA

50325

TO OWNER: *(Name and address)*

City of Clive

1900 NW 114th St. Clive IA 50325

ARCHITECT'S PROJECT NUMBER:

24811

CONTRACT FOR: BP#6 Fire Sprinkler**CONTRACT DATED:** 12/6/2024**OWNER:** ☐**ARCHITECT:** ☐**CONTRACTOR:** ☒**SURETY:** ☐**OTHER:** ☐**STATE OF:** Iowa**COUNTY OF:** Polk

The undersigned hereby certifies that, except as listed below, payment has been made in full and all obligations have otherwise been satisfied for all materials and equipment furnished, for all work, labor, and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the Contract referenced above for which the Owner or Owner's property might in any way be held responsible or encumbered.

EXCEPTIONS:

None

SUPPORTING DOCUMENTS ATTACHED HERETO:

1. Consent of Surety to Final Payment. Whenever Surety is involved, Consent of Surety is required. AIA Document G707, Consent of Surety, may be used for this purpose

Indicate Attachment ☒ Yes ☐ No**CONTRACTOR:** *(Name and address)*

Elite Fire Sprinkler Systems

5104 Park Ave, Des Moines IA 50321

BY:*(Signature of authorized representative)*

Joshua Pearson, Area Manager
(Printed name and title)

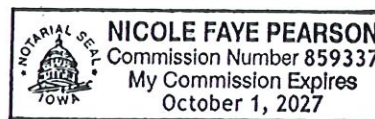
The following supporting documents should be attached hereto if required by the Owner:

1. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
2. Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.
3. Contractor's Affidavit of Release of Liens (AIA Document G706A).

Subscribed and sworn to before me on this date: 10/21/27

Notary Public:

Nicole Pearson
 My Commission Expires: 10/1/27





AIA®

Document G706®A – 1994

Contractor's Affidavit of Release of Liens

PROJECT: <i>(Name and address)</i> Clive City Hall & Library Renovation	ARCHITECT'S PROJECT NUMBER: 24811	OWNER: ☐
TO OWNER: <i>(Name and address)</i> City of Clive 1900 NW 114th St., Clive IA 50325	CONTRACT FOR: BP#6 Fire Sprinkler CONTRACT DATED: 12/6/2024	ARCHITECT: ☐ CONTRACTOR: ☒ SURETY: ☐ OTHER: ☐

STATE OF: IA
COUNTY OF: Polk

The undersigned hereby certifies that to the best of the undersigned's knowledge, information and belief, except as listed below, the Releases or Waivers of Lien attached hereto include the Contractor, all Subcontractors, all suppliers of materials and equipment, and all performers of Work, labor or services who have or may have liens or encumbrances or the right to assert liens or encumbrances against any property of the Owner arising in any manner out of the performance of the Contract referenced above.

EXCEPTIONS:
None

SUPPORTING DOCUMENTS ATTACHED HERETO:

1. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
2. Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.

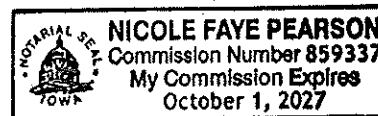
CONTRACTOR: *(Name and address)*
Elite Fire Sprinkler Systems
5104 Park Ave., Des Moines IA 50321

BY:


(Signature of authorized representative)
Joshua Pearson, Area Manager
(Printed name and title)

Subscribed and sworn to before me on this date: 10/21/25

Notary Public: 
My Commission Expires: 10/1/27





AIA[®] Document G734[™] – 2019

Certificate of Substantial Completion Construction Manager as Adviser Edition

PROJECT: *(name and address)*

Clive City Hall

OWNER: *(name and address)*

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

CONTRACT INFORMATION:

 Contract For: General Construction
 Date: 12/06/24

ARCHITECT: *(name and address)*

 OPN Architects
 100 Court Ave., Ste 100 Des
 Moines IA 50309

CERTIFICATE INFORMATION:

 Certificate Number: 001
 Date: 8/19/25

CONSTRUCTION MANAGER: *(name and address)*

 DCI Group
 220 SE 6th St., Ste 200 Des Moines IA 50309

CONTRACTOR(S):
(Enter names and addresses for all Contractors)

 Elite Fire Sprinkler Systems
 5104 Park Ave, Des Moines IA
 50321

The Work identified below has been reviewed and found, to the Construction Manager's and Architect's best knowledge, information and belief, to be substantially complete. Substantial Completion is the stage in the progress of the Work when the Work of all of the Contractors, or designated portion thereof, is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use. The date of Substantial Completion of the Project, or portion thereof designated below, is the date established by this Certificate

(Identify the Work of all of the Contractors, or portion thereof, that is substantially complete.)

All work included in the contract documents for Bid Package #6.

For all Contractors, the date of Substantial Completion of the Project, or portion thereof, is:

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

July 22, 2025.

DCI Group

CONSTRUCTION MANAGER
(Firm Name)
Drew Johnson
SIGNATURE

 Drew Johnson, Project
 Manager

PRINTED NAME AND TITLE

August 19, 2025 | 10:30 PM CDT

DATE

OPN Architects

ARCHITECT *(Firm Name)*
SIGNATURE

 Joe Feldmann, Associate
 Principal

PRINTED NAME AND TITLE

August 20, 2025 | 7:25 AM CDT

DATE
WARRANTIES

The date of Substantial Completion of the Project, or portion designated above, is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below:

(Identify warranties that do not commence on the date of Substantial Completion, if any, and indicate their date of commencement.)

N/A

WORK TO BE COMPLETED OR CORRECTED

A list of items to be completed or corrected by each of the Contractors, including a cost estimate, is attached hereto or transmitted as agreed upon by the parties, and identified as follows:

(Attach a list of items to be completed or corrected by each of the Contractors and provide an identification of each list.)

Any outstanding punchlist and submission of all contractually required as-builts and other closeout requirements.

The failure to include any items on such list does not alter the responsibility of a Contractor to complete all Work in accordance with the Contract Documents. Unless otherwise agreed to in writing, the date of commencement of warranties for items on the attached lists will be the date of issuance of the final Certificate of Payment or the date of final payment,

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User Notes:

(3B9ADA5D)

whichever occurs first. Each Contractor will complete or correct the Work on the appropriate list of items attached hereto within (60) days from the above date of Substantial Completion.

As of the date of Substantial Completion, the Owner shall be responsible for security, maintenance, heat, utilities, damage to the Work, and insurance, except as noted below:
(Identify any responsibilities that are assigned to the Contractors.)
None

(Note: Owner's and Contractor's legal and insurance counsel should review insurance requirements and coverage.)

The Owner and Contractor hereby accept the responsibilities assigned to them in this Certificate of Substantial Completion:

Elite Fire Sprinkler Systems CONTRACTOR <i>(Firm Name)</i>	<u>Josh Pearson</u> SIGNATURE	Josh PearsonArea Manager PRINTED NAME AND TITLE	August 21, 2025 8:05 AM CDT DATE
City of Clive OWNER <i>(Firm Name)</i>	_____ SIGNATURE	John Edwards, Mayor PRINTED NAME AND TITLE	_____ DATE

AIA® Document G706® – 1994

Contractor's Affidavit of Payment of Debts and Claims

PROJECT: <i>(Name and address)</i> Clive City Hall & Library Renovation 1900 NW 114th St., Clive IA 50325	ARCHITECT'S PROJECT NUMBER: 24811	OWNER: ☐ ARCHITECT: ☐ CONTRACTOR: ☒ SURETY: ☐ OTHER: ☐
TO OWNER: <i>(Name and address)</i> City of Clive 1900 NW 114th St. Clive IA 50325	CONTRACT FOR: BP#4 Plumbing	CONTRACT DATED: 12/6/2024

STATE OF: Iowa
COUNTY OF: Polk

The undersigned hereby certifies that, except as listed below, payment has been made in full and all obligations have otherwise been satisfied for all materials and equipment furnished, for all work, labor, and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the Contract referenced above for which the Owner or Owner's property might in any way be held responsible or encumbered.

EXCEPTIONS:

None

SUPPORTING DOCUMENTS ATTACHED HERETO:

1. Consent of Surety to Final Payment. Whenever Surety is involved, Consent of Surety is required. AIA Document G707, Consent of Surety, may be used for this purpose

Indicate Attachment ☒ Yes ☐ No

The following supporting documents should be attached hereto if required by the Owner:

1. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
2. Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.
3. Contractor's Affidavit of Release of Liens (AIA Document G706A).

CONTRACTOR: *(Name and address)*
LA Fulton & Sons Inc.
3401 104th St., Des Moines IA 50322

BY:



(Signature of authorized representative)

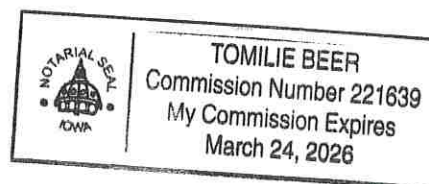
Wesley A Fulton President
(Printed name and title)

Subscribed and sworn to before me on this date:

September 30, 2025

Notary Public: 

My Commission Expires:





AIA® Document G706®A – 1994

Contractor's Affidavit of Release of Liens

PROJECT: <i>(Name and address)</i> Clive City Hall & Library Renovation	ARCHITECT'S PROJECT NUMBER: 24811	OWNER: ☐
TO OWNER: <i>(Name and address)</i> City of Clive 1900 NW 114th St., Clive IA 50325	CONTRACT FOR: BP#4 Plumbing CONTRACT DATED: 12/6/2024	ARCHITECT: ☐ CONTRACTOR: ☒ SURETY: ☐ OTHER: ☐

STATE OF: IA
COUNTY OF: Polk

The undersigned hereby certifies that to the best of the undersigned's knowledge, information and belief, except as listed below, the Releases or Waivers of Lien attached hereto include the Contractor, all Subcontractors, all suppliers of materials and equipment, and all performers of Work, labor or services who have or may have liens or encumbrances or the right to assert liens or encumbrances against any property of the Owner arising in any manner out of the performance of the Contract referenced above.

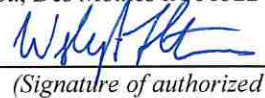
EXCEPTIONS:
None

SUPPORTING DOCUMENTS ATTACHED HERETO:

1. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
2. Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.

CONTRACTOR: *(Name and address)*
LA Fulton & Sons, Inc.
3401 104th St., Des Moines IA 50322

BY:


(Signature of authorized representative)

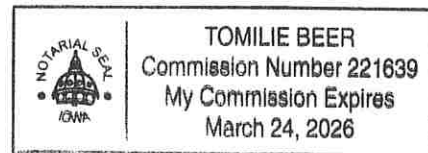
Wesley A. Fulton President
(Printed name and title)

Subscribed and sworn to before me on this date:

September 30, 2025

Notary Public:

My Commission Expires:





AIA[®] Document G707[™] – 1994

Consent Of Surety to Final Payment

Bond No: 101331817

PROJECT: *(Name and address)*
Clive City Hall & Library Renovation

ARCHITECT'S PROJECT NUMBER:

OWNER: ☒

ARCHITECT: ☐

CONTRACT FOR: BP#4 Plumbing

CONTRACTOR: ☐

SURETY: ☐

OTHER: ☐

TO OWNER: *(Name and address)*
City of Clive
1900 NW 114th Street,
Clive, IA 50325

CONTRACT DATED: 12/6/2024

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the
(Insert name and address of Surety)

Merchants Bonding Company (Mutual)
P.O. Box 14498
Des Moines, IA 50306-3498

, SURETY,

on bond of
(Insert name and address of Contractor)

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

, CONTRACTOR,

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the Surety
of any of its obligations to
(Insert name and address of Owner)

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

, OWNER,

as set forth in said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date: **September 30, 2025**
(Insert in writing the month followed by the numeric date and year.)

Merchants Bonding Company (Mutual)

(Surety)

Jamie Mord
(Signature of authorized representative)

Attest:

(Seal):

Kate Zanders

Jamie Gifford, Attorney-in-Fact

(Printed name and title)



MERCHANTS BONDING COMPANY™

POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, and MERCHANTS NATIONAL INDEMNITY COMPANY, an assumed name of Merchants National Bonding, Inc., (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Alissa Cahalan; Anne Crowner; Ashlea McCaughey; Austin Muehlschlegel; Ben Williams; Brian J Oestreich; Brian M Deimerly; Cameron M Burt; Colby D White; Connor Oberg; Craig E Hansen; Dione R Young; Donald E Appleby; Douglas Muth; Ginger Hoke; Grace Dickinson; Grace Rasmussen; Graydon Dotson; Greg Krier; Jamie Gifford; Jay D Freiermuth; Jenni Marino; Jessie Allen; Joe Tiernan; John Cord; Joseph Cardinal; Joshua R Loftis; Kate Zanders; Keeton Welch; Kristine M Becks; Lindsey Minutillo; Mark R DeWitt; Mark Sweigart; Melinda C Blodgett; Michelle Morrison; Michelle R Gruis; Nathan Weaver; Nicole Stillings; R C Bowman; Ryan Olivia E Lundy; Sandra M Engstrum; Sara Huston; Sarah C Brown; Seth Rooker; Taylor Fogle; Ted Jorgensen; Tim McCulloh; Todd Bengford; Zach Fuller

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the By-Laws adopted by the Board of Directors of the Companies.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship or obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner - Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 11th day of August, 2025.



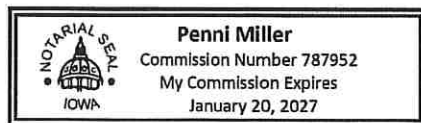
MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
MERCHANTS NATIONAL INDEMNITY COMPANY

By

Larry Taylor

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 11th day of August, 2025, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL), MERCHANTS NATIONAL BONDING, INC., and MERCHANTS NATIONAL INDEMNITY COMPANY; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



(Expiration of notary's commission
does not invalidate this instrument)

Penni Miller

Notary Public

I, Elisabeth Sandersfeld, Secretary of MERCHANTS BONDING COMPANY (MUTUAL), MERCHANTS NATIONAL BONDING, INC., and MERCHANTS NATIONAL INDEMNITY COMPANY do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 30th day of September, 2025.



Elisabeth Sandersfeld

Secretary



AIA® Document G734™ – 2019

Certificate of Substantial Completion Construction Manager as Adviser Edition

PROJECT: *(name and address)*

Clive City Hall

OWNER: *(name and address)*

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

CONTRACT INFORMATION:

 Contract For: General Construction
 Date: 12/06/24

ARCHITECT: *(name and address)*

 OPN Architects
 100 Court Ave., Ste 100 Des
 Moines IA 50309

CERTIFICATE INFORMATION:

 Certificate Number: 001
 Date: 8/19/25

CONSTRUCTION MANAGER: *(name and address)*

 DCI Group
 220 SE 6th St., Ste 200 Des Moines IA 50309

CONTRACTOR(S):
(Enter names and addresses for all Contractors)

 LA Fulton & Sons, Inc.
 3401 104th St., Des Moines IA
 50322

The Work identified below has been reviewed and found, to the Construction Manager's and Architect's best knowledge, information and belief, to be substantially complete. Substantial Completion is the stage in the progress of the Work when the Work of all of the Contractors, or designated portion thereof, is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use. The date of Substantial Completion of the Project, or portion thereof designated below, is the date established by this Certificate *(Identify the Work of all of the Contractors, or portion thereof, that is substantially complete.)*

All work included in the contract documents for Bid Package #4.

For all Contractors, the date of Substantial Completion of the Project, or portion thereof, is:
(Insert the date of Substantial Completion for all Contractors of the Work described above.)
 July 22, 2025.

DCI Group

CONSTRUCTION MANAGER
(Firm Name)
Drew Johnson
SIGNATURE

 Drew Johnson, Project
 Manager

PRINTED NAME AND TITLE

August 19, 2025 | 10:33 PM CDT

DATE

OPN Architects

ARCHITECT *(Firm Name)*
SIGNATURE

 Joe Feldmann, Associate
 Principal

PRINTED NAME AND TITLE

August 20, 2025 | 7:25 AM CDT

DATE
WARRANTIES

The date of Substantial Completion of the Project, or portion designated above, is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below:
(Identify warranties that do not commence on the date of Substantial Completion, if any, and indicate their date of commencement.)

N/A

WORK TO BE COMPLETED OR CORRECTED

A list of items to be completed or corrected by each of the Contractors, including a cost estimate, is attached hereto or transmitted as agreed upon by the parties, and identified as follows:

(Attach a list of items to be completed or corrected by each of the Contractors and provide an identification of each list.)
 Any outstanding punchlist and submission of all contractually required as-builts and other closeout requirements.

The failure to include any items on such list does not alter the responsibility of a Contractor to complete all Work in accordance with the Contract Documents. Unless otherwise agreed to in writing, the date of commencement of warranties for items on the attached lists will be the date of issuance of the final Certificate of Payment or the date of final payment,

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User Notes:

(3B9ADA56)



AIA® Document G706® – 1994

Contractor's Affidavit of Payment of Debts and Claims

PROJECT: *(Name and address)*

Clive City Hall & Library
Renovation
1900 NW 114th St., Clive IA
50325

ARCHITECT'S PROJECT NUMBER:

24811

OWNER: ☐

ARCHITECT: ☐

CONTRACTOR: ☒

SURETY: ☐

OTHER: ☐

CONTRACT FOR: BP#2 Glazing

CONTRACT DATED: 12/6/2024

TO OWNER: *(Name and address)*

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

STATE OF: Iowa

COUNTY OF: Polk

The undersigned hereby certifies that, except as listed below, payment has been made in full and all obligations have otherwise been satisfied for all materials and equipment furnished, for all work, labor, and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the Contract referenced above for which the Owner or Owner's property might in any way be held responsible or encumbered.

EXCEPTIONS:

None

SUPPORTING DOCUMENTS ATTACHED HERETO:

1. Consent of Surety to Final Payment. Whenever Surety is involved, Consent of Surety is required. AIA Document G707, Consent of Surety, may be used for this purpose

Indicate Attachment ☒ Yes ☐ No

The following supporting documents should be attached hereto if required by the Owner:

1. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
2. Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.
3. Contractor's Affidavit of Release of Liens (AIA Document G706A).

CONTRACTOR: *(Name and address)*

Mid American Glazing Systems
2931 104th St., Suite F, Urbandale IA 50322

BY:

Brian Houston

(Signature of authorized representative)

Brian Houston, Fin. Director

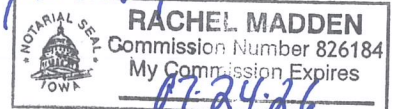
(Printed name and title)

Subscribed and sworn to before me on this date:

Notary Public:

My Commission Expires:

Rachel Madden





AIA® Document G706®A – 1994

Contractor's Affidavit of Release of Liens

PROJECT: <i>(Name and address)</i> Clive City Hall & Library Renovation	ARCHITECT'S PROJECT NUMBER: 24811	OWNER: ☐
TO OWNER: <i>(Name and address)</i> City of Clive 1900 NW 114th St., Clive IA 50325	CONTRACT FOR: BP#2 Glazing CONTRACT DATED: 12/6/2024	ARCHITECT: ☐ CONTRACTOR: ☒ SURETY: ☐ OTHER: ☐

STATE OF: IA
COUNTY OF: Polk

The undersigned hereby certifies that to the best of the undersigned's knowledge, information and belief, except as listed below, the Releases or Waivers of Lien attached hereto include the Contractor, all Subcontractors, all suppliers of materials and equipment, and all performers of Work, labor or services who have or may have liens or encumbrances or the right to assert liens or encumbrances against any property of the Owner arising in any manner out of the performance of the Contract referenced above.

EXCEPTIONS:

None

SUPPORTING DOCUMENTS ATTACHED HERETO:

1. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
2. Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.

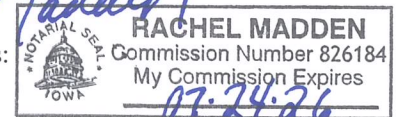
CONTRACTOR: *(Name and address)*
Mid American Glazing Systems
2931 104th St., Suite F, Urbandale IA 50322

BY:

Brian Houston
(Signature of authorized representative)
Brian Houston, Fin. Director
(Printed name and title)

Subscribed and sworn to before me on this date:

Notary Public:
My Commission Expires:



 AIA® Document G707™ – 1994

Consent Of Surety to Final Payment

Bond No: S049253

PROJECT: *(Name and address)*

Clive City Hall & Library Renovation, Clive,
IA

ARCHITECT'S PROJECT NUMBER: 24811

CONTRACT FOR: BP#2 Glazing

OWNER: ☒

ARCHITECT: ☐

CONTRACTOR: ☐

SURETY: ☐

OTHER: ☐

TO OWNER: *(Name and address)*

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

CONTRACT DATED: December 26, 2024

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the
(Insert name and address of Surety)

Employers Mutual Casualty Company
P.O. Box 712
Des Moines, IA 50306

, SURETY,

on bond of

(Insert name and address of Contractor)

Mid-American Glazing Systems, Inc.
3750 West River Drive
Davenport, IA 52802

, CONTRACTOR,

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the Surety
of any of its obligations to

(Insert name and address of Owner)

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

, OWNER,

as set forth in said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date: **October 8, 2025**

(Insert in writing the month followed by the numeric date and year.)

Employers Mutual Casualty Company

(Surety)



(Signature of authorized representative)

Kate Zanders, Attorney-in-Fact

(Printed name and title)

Attest:
(Seal):

Grace Dickinson



POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT
KNOW ALL MEN BY THESE PRESENTS, that:

1. Employers Mutual Casualty Company, an Iowa Corporation
2. EMCASCO Insurance Company, an Iowa Corporation
3. Union Insurance Company of Providence, an Iowa Corporation

4. Illinois EMCASCO Insurance Company, an Iowa Corporation
5. Dakota Fire Insurance Company, a North Dakota Corporation
6. EMC Property & Casualty Company, an Iowa Corporation

hereinafter referred to severally as "Company" and collectively as "Companies", each does, by these presents, make, constitute and appoint:

CRAIG E. HANSEN, BRIAN M. DEIMERLY, JAY D. FREIERMUTH, TIM MCCULLOH, ANNE CROWNER, DIONE R. YOUNG, Seth D. Rooker, Jennifer Marino, Ben Williams, Sara Huston, Kate Zanders, John Cord, Joe Tiernan, Jamie Gifford, Grace Dickinson, Zach Fuller

its true and lawful attorney-in-fact, with full power and authority conferred to sign, seal, and execute the following Surety Bond(s):

Any and All Bonds

and to bind each Company thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of each such Company, and all of the acts of said attorney pursuant to the authority hereby given are hereby ratified and confirmed.

The authority hereby granted shall expire August 13th, 2028, unless sooner revoked

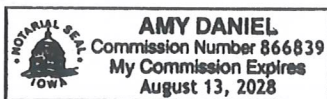
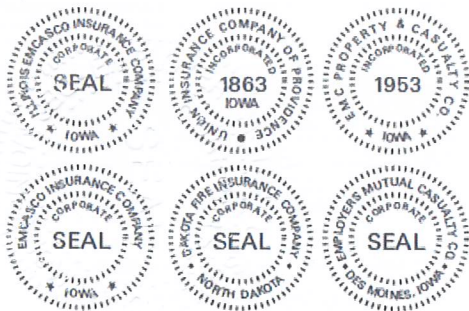
AUTHORITY FOR POWER OF ATTORNEY

This Power-of-Attorney is made and executed pursuant to and by the authority of the following resolution of the Boards of Directors of each of the Companies at the first regularly scheduled meeting of each company duly called and held in 1999:

RESOLVED: The President and Chief Executive Officer, any Vice President, the Treasurer and the Secretary of Employers Mutual Casualty Company shall have power and authority to (1) appoint attorneys-in-fact and authorize them to execute on behalf of each Company and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof; and (2) to remove any such attorney-in-fact at any time and revoke the power and authority given to him or her. Attorneys-in-fact shall have power and authority, subject to the terms and limitations of the power-of-attorney issued to them, to execute and deliver on behalf of the Company, and to attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and any such instrument executed by any such attorney-in-fact shall be fully and in all respects binding upon the Company. Certification as to the validity of any power-of-attorney authorized herein made by an officer of Employers Mutual Casualty Company shall be fully and in all respects binding upon this Company. The facsimile or mechanically reproduced signature of such officer, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power-of-attorney of the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS THEREOF, the Companies have caused these presents to be signed for each by their officers as shown, and the Corporate seals to be hereto affixed this 17th day of September, 2025.

Seals



Scott R. Jean

Scott R. Jean, President & CEO
of Company 1; Chairman, President
& CEO of Companies 2, 3, 4, 5 & 6

Todd Strother

Todd Strother, Executive Vice President
Chief Legal Officer & Secretary of
Companies 1, 2, 3, 4, 5 & 6

On this 17th day of September, 2025 before me a Notary Public in and for the State of Iowa, personally appeared Scott R. Jean and Todd Strother, who, being by me duly sworn, did say that they are, and are known to me to be the CEO, Chairman, President, Executive Vice President, Chief Legal Officer and/or Secretary, respectively, of each of the Companies above; that the seals affixed to this instrument are the seals of said corporations; that said instrument was signed and sealed on behalf of each of the Companies by authority of their respective Boards of Directors; and that the said Scott R. Jean and Todd Strother, as such officers, acknowledged the execution of said instrument to be their voluntary act and deed, and the voluntary act and deed of each of the Companies.

My Commission Expires August 13, 2028.

Amy Daniel

Notary Public in and for the State of Iowa

CERTIFICATE

I, Ryan J. Springer, Vice President of the Companies, do hereby certify that the foregoing resolution of the Boards of Directors by each of the Companies, and this Power of Attorney issued pursuant thereto on 17th day of September, 2025, are true and correct and are still in full force and effect. In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 8th day of October, 2025.

Ryan J. Springer

Vice President



AIA® Document G734™ – 2019

Certificate of Substantial Completion Construction Manager as Adviser Edition

PROJECT: (name and address)

Clive City Hall

OWNER: (name and address)

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

CONTRACT INFORMATION:

 Contract For: General Construction
 Date: 12/26/24

ARCHITECT: (name and address)

 OPN Architects
 100 Court Ave, Ste 100 Des
 Moines IA 50309

CERTIFICATE INFORMATION:

 Certificate Number: 001
 Date: 9/23/25

CONSTRUCTION MANAGER: (name and address)

 DCI Group
 220 SE 6th St., Ste 200 Des Moines IA 50309

CONTRACTOR(S):
(Enter names and addresses for all Contractors)

 MidAmerican Glazing Systems
 2931 104th St., Ste F Urbandale
 50322

The Work identified below has been reviewed and found, to the Construction Manager's and Architect's best knowledge, information and belief, to be substantially complete. Substantial Completion is the stage in the progress of the Work when the Work of all of the Contractors, or designated portion thereof, is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use. The date of Substantial Completion of the Project, or portion thereof designated below, is the date established by this Certificate *(Identify the Work of all of the Contractors, or portion thereof, that is substantially complete.)*

All work included in the contract documents for Bid Package #2.

For all Contractors, the date of Substantial Completion of the Project, or portion thereof, is:

(Insert the date of Substantial Completion for all Contractors of the Work described above.)
 July 22, 2025.

DCI Group

CONSTRUCTION MANAGER
(Firm Name)
Drew Johnson
SIGNATURE

 Drew Johnson, Project
 Manager

PRINTED NAME AND TITLE

September 23, 2025 | 1:08 PM CDT

DATE

OPN Architects

ARCHITECT (Firm Name)
SIGNATURE

 Joe Feldmann, Associate
 Principal

PRINTED NAME AND TITLE

September 24, 2025 | 10:23 AM CDT

DATE
WARRANTIES

The date of Substantial Completion of the Project, or portion designated above, is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below:

(Identify warranties that do not commence on the date of Substantial Completion, if any, and indicate their date of commencement.)

N/A

WORK TO BE COMPLETED OR CORRECTED

A list of items to be completed or corrected by each of the Contractors, including a cost estimate, is attached hereto or transmitted as agreed upon by the parties, and identified as follows:

(Attach a list of items to be completed or corrected by each of the Contractors and provide an identification of each list.)

Any outstanding punchlist and submission of all contractually required as-builts and other closeout requirements.

The failure to include any items on such list does not alter the responsibility of a Contractor to complete all Work in accordance with the Contract Documents. Unless otherwise agreed to in writing, the date of commencement of warranties for items on the attached lists will be the date of issuance of the final Certificate of Payment or the date of final payment,

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User Notes:

(3B9ADA4E)

whichever occurs first. Each Contractor will complete or correct the Work on the appropriate list of items attached hereto within (60) days from the above date of Substantial Completion.

As of the date of Substantial Completion, the Owner shall be responsible for security, maintenance, heat, utilities, damage to the Work, and insurance, except as noted below:

(Identify any responsibilities that are assigned to the Contractors.)

None

(Note: Owner's and Contractor's legal and insurance counsel should review insurance requirements and coverage.)

The Owner and Contractor hereby accept the responsibilities assigned to them in this Certificate of Substantial Completion:

MidAmerican Glazing Systems CONTRACTOR <i>(Firm Name)</i>	<u>Brian Houston</u> SIGNATURE	Brian HoustonDirector of Finance PRINTED NAME AND TITLE	September 29, 2025 12:51 PM CDT DATE
City of Clive OWNER <i>(Firm Name)</i>	<u></u> SIGNATURE	John Edwards, Mayor PRINTED NAME AND TITLE	<u></u> DATE



AIA[®] Document G734[™] – 2019

Certificate of Substantial Completion Construction Manager as Adviser Edition

PROJECT: <i>(name and address)</i> Clive City Hall	CONTRACT INFORMATION: Contract For: General Construction Date: 12/6/24	CERTIFICATE INFORMATION: Certificate Number: 001 Date: 8/19/25
OWNER: <i>(name and address)</i> City of Clive 1900 NW 114th St., Clive IA 50325	ARCHITECT: <i>(name and address)</i> OPN Architects 100 Court Ave, Suite 100 Des Moines IA 50309	CONSTRUCTION MANAGER: <i>(name and address)</i> DCI Group 220 SE 6th St., Ste 200 Des Moines IA 50309

CONTRACTOR(S):

(Enter names and addresses for all Contractors)

Keystone Construction
1650 NW Gettysburg Ln, Waukee IA
50263

The Work identified below has been reviewed and found, to the Construction Manager's and Architect's best knowledge, information and belief, to be substantially complete. Substantial Completion is the stage in the progress of the Work when the Work of all of the Contractors, or designated portion thereof, is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use. The date of Substantial Completion of the Project, or portion thereof designated below, is the date established by this Certificate *(Identify the Work of all of the Contractors, or portion thereof, that is substantially complete.)*
All work included in the contract documents for Bid Package #1 and #7.

For all Contractors, the date of Substantial Completion of the Project, or portion thereof, is:
(Insert the date of Substantial Completion for all Contractors of the Work described above.)
July 22, 2025.

DCI Group CONSTRUCTION MANAGER <i>(Firm Name)</i>	<i>Drew Johnson</i> SIGNATURE	Drew Johnson, Project Manager PRINTED NAME AND TITLE	August 19, 2025 10:31 PM CDT DATE
OPN Architects ARCHITECT <i>(Firm Name)</i>	<i>[Signature]</i> SIGNATURE	Joe Feldmann, Associate Principal PRINTED NAME AND TITLE	August 20, 2025 7:24 AM CDT DATE

WARRANTIES

The date of Substantial Completion of the Project, or portion designated above, is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below:
(Identify warranties that do not commence on the date of Substantial Completion, if any, and indicate their date of commencement.)
N/A

WORK TO BE COMPLETED OR CORRECTED

A list of items to be completed or corrected by each of the Contractors, including a cost estimate, is attached hereto or transmitted as agreed upon by the parties, and identified as follows:
(Attach a list of items to be completed or corrected by each of the Contractors and provide an identification of each list.)
Any outstanding punchlist and submission of all contractually required as-builts and other closeout requirements.

The failure to include any items on such list does not alter the responsibility of a Contractor to complete all Work in accordance with the Contract Documents. Unless otherwise agreed to in writing, the date of commencement of warranties for items on the attached lists will be the date of issuance of the final Certificate of Payment or the date of final payment,

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User Notes:

(3B9ADA55)

whichever occurs first. Each Contractor will complete or correct the Work on the appropriate list of items attached hereto within (60) days from the above date of Substantial Completion.

As of the date of Substantial Completion, the Owner shall be responsible for security, maintenance, heat, utilities, damage to the Work, and insurance, except as noted below:
(Identify any responsibilities that are assigned to the Contractors.)
None

(Note: Owner’s and Contractor’s legal and insurance counsel should review insurance requirements and coverage.)

The Owner and Contractor hereby accept the responsibilities assigned to them in this Certificate of Substantial Completion:

<u>Keystone Construction</u> CONTRACTOR <i>(Firm Name)</i>	<u>JUSTIN MENKE</u> SIGNATURE	<u>Justin MenkePresident</u> PRINTED NAME AND TITLE	<u>August 20, 2025 5:15 PM CDT</u> DATE
<u>City of Clive</u> OWNER <i>(Firm Name)</i>	<u></u> SIGNATURE	<u>John Edwards, Mayor</u> PRINTED NAME AND TITLE	<u></u> DATE



AIA[®] Document G734[™] – 2019

Certificate of Substantial Completion Construction Manager as Adviser Edition

PROJECT: *(name and address)*

Clive City Hall

OWNER: *(name and address)*

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

CONTRACT INFORMATION:

Contract For: General Construction
Date: 12/06/24

ARCHITECT: *(name and address)*

OPN Architects
100 Court Ave., Ste 100 Des
Moines IA 50309

CERTIFICATE INFORMATION:

Certificate Number: 001
Date: 8/19/25

CONSTRUCTION MANAGER: *(name and address)*

DCI Group
220 SE 6th St., Ste 200 Des Moines IA 50309

CONTRACTOR(S):

(Enter names and addresses for all Contractors)

DeVries Electric Inc.
One Progressive Drive, Pella
50219

The Work identified below has been reviewed and found, to the Construction Manager's and Architect's best knowledge, information and belief, to be substantially complete. Substantial Completion is the stage in the progress of the Work when the Work of all of the Contractors, or designated portion thereof, is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use. The date of Substantial Completion of the Project, or portion thereof designated below, is the date established by this Certificate *(Identify the Work of all of the Contractors, or portion thereof, that is substantially complete.)*
All work included in the contract documents for Bid Package #5.

For all Contractors, the date of Substantial Completion of the Project, or portion thereof, is:

(Insert the date of Substantial Completion for all Contractors of the Work described above.)
July 22, 2025.

DCI Group

CONSTRUCTION MANAGER

(Firm Name)

Drew Johnson

SIGNATURE

Drew Johnson, Project
Manager

PRINTED NAME AND TITLE

August 19, 2025 | 10:29 PM CDT

DATE

OPN Architects

ARCHITECT *(Firm Name)*

Joe Feldmann

SIGNATURE

Joe Feldmann, Associate
Principal

PRINTED NAME AND TITLE

August 20, 2025 | 7:24 AM CDT

DATE

WARRANTIES

The date of Substantial Completion of the Project, or portion designated above, is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below:

(Identify warranties that do not commence on the date of Substantial Completion, if any, and indicate their date of commencement.)

N/A

WORK TO BE COMPLETED OR CORRECTED

A list of items to be completed or corrected by each of the Contractors, including a cost estimate, is attached hereto or transmitted as agreed upon by the parties, and identified as follows:

(Attach a list of items to be completed or corrected by each of the Contractors and provide an identification of each list.)

Any outstanding punchlist and submission of all contractually required as-builts and other closeout requirements.

The failure to include any items on such list does not alter the responsibility of a Contractor to complete all Work in accordance with the Contract Documents. Unless otherwise agreed to in writing, the date of commencement of warranties for items on the attached lists will be the date of issuance of the final Certificate of Payment or the date of final payment,

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User Notes:

(3B9ADA57)



Memo

TO: Mayor and Council members

FROM: Jim Hagelie, Engineering Services Administrator

DATE: November 13, 2025

RE: Resolution Accepting Work - NW 114th Street Bridge Repair Project

SYNOPSIS:

Staff is recommending final acceptance of the public improvements on the above referenced project. All project items have been addressed to the satisfaction of City staff. A final Pay Request releasing the remaining retainage amount of \$4,832.08 will be processed within 30 days of acceptance.

Original Contract Amount	-	\$154,007.66
Change Order #1	-	\$ 12,000.00
Change Order #2	-	<u>\$ (-4,938.20)</u>
Final Contract Amount	-	\$161,069.46

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

Attachments:

1. Resolution

RESOLUTION NO. _____

RESOLUTION ACCEPTING WORK FOR THE
NW 114th STREET BRIDGE REPAIR PROJECT

WHEREAS, the City entered into an agreement in connection with the NW 114th Street Bridge Repair Project (the "Project"); and

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

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

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

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

PASSED AND APPROVED this ____ day of _____, 2025.

By: _____
John Edwards, Mayor

ATTEST:

Matthew D. Graham, City Clerk



Memo

TO: Mayor and Council members

FROM: Rai Tokuhisa, Water Resource Engineer

DATE: November 13, 2025

RE: Resolution Accepting Work for the Little Walnut Creek Stream Stabilization East of Alice's Road Project

SYNOPSIS:

Staff recommends final acceptance of the public improvements on the above-mentioned project. All project items have been addressed to the satisfaction of City staff. A final Pay Request to Iowa Earth Works releasing the remaining retainage amount will be processed after not less than 30 days of acceptance.

Original Contract Amount	\$	762,452.95
Change Order #1:	\$	41,175.00
Change Order #2:	\$	2,250.00
Change Order #3:	\$	29,700.00
Change Order #4 (final)	\$	(100,287.77
	)	
Final Contract Amount:	\$	735,290.18

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. Accepting Work_LWC Stream East
2. MEMO_Resolution Accepting Work and Approving the Final Cost for Little Walnut Creek East of Alice's Road Stream Restoration

RESOLUTION NO. _____

RESOLUTION ACCEPTING WORK FOR THE
LITTLE WALNUT CREEK STREAM STABILIZATION EAST OF ALICE'S ROAD
PROJECT

WHEREAS, the City entered into an agreement in connection with the Little Walnut Creek Stream Stabilization East of Alice's Road Project (the "Project"); and

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

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

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

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

PASSED AND APPROVED this ____ day of _____, 2025.

By: _____
John Edwards, Mayor

ATTEST:

Matthew D. Graham, City Clerk

Memo

TO: Honorable Mayor and City Council
FROM: Rai Tokuhisa, Water Resources Engineer
DATE: 13 NOV 2025
RE: Resolution Accepting Work and Approving the Final Cost for
the Little Walnut Creek East of Alice's Road Stream
Restoration Project

Staff recommends Acceptance of Work for the Little Walnut Creek East of Alice's Road Stream Restoration project awarded to Iowa Earth Works (Resolution No. 2025-365) to construct in-stream stabilization structures on Little Walnut Creek and outfall tributaries between Alice's Road and the corporate limit with Urbandale (163rd Street) in the City of Clive, Iowa.

The work has been completed. The work was reviewed by City Staff and meets the requirements of the plans and specifications for the project. The final project cost is summarized below:

Original Contract Amount	\$	762,452.95
Change Order #1:	\$	41,175.00
Change Order #2:	\$	2,250.00
Change Order #3:	\$	29,700.00
Change Order #4 (final)	\$	(100,287.77)
Final Contract Amount:	\$	735,290.18

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



Memo

TO: Mayor and Council members

FROM: Jim Hagelie, Engineering Services Administrator

DATE: November 13, 2025

RE: Resolution Accepting Work - Douglas Parkway and Berkshire Parkway Traffic Signalization Project

SYNOPSIS:

Staff is recommending final acceptance of the public improvements on the above referenced project. All project items have been addressed to the satisfaction of City staff. An additional Pay Request releasing the remaining retainage amount of \$3,741.80 will be processed within 30 days of acceptance.

Original Contract Amount	-	\$235,174.00
Change Order #1	-	\$ 22,732.90
Change Order #2	-	<u>\$ (-8,453.87)</u>
Final Contract Amount	-	\$249,453.03

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

Attachments:

1. Resolution

RESOLUTION NO. _____

RESOLUTION ACCEPTING WORK FOR THE
DOUGLAS PARWAY AND BERKSHIRE PARKWAY
TRAFFIC SIGNALIZATION PROJECT

WHEREAS, the City entered into an agreement in connection with the Douglas Parkway and Berkshire Parkway Traffic Signalization Project (the "Project"); and

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

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

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

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

PASSED AND APPROVED this ____ day of _____, 2025.

By: _____
John Edwards, Mayor

ATTEST:

Matthew D. Graham, City Clerk



Memo

TO: Mayor and Council members

FROM: Jason Stevens, Road Maintenance Supervisor

DATE: November 13, 2025

RE: Approve Purchase - Capitol City Equipment Company - 2026 Bobcat T76 Compact Track Loader (Unit #790) - \$53,604.44

SYNOPSIS:

The FY 26 Capital Equipment Program includes \$69,500 for the replacement of Public Works Compact Track Loader (Unit#790).

Staff utilized Sourcewell cooperative purchasing program to obtain pricing through Capital City Equipment Company in Des Moines, IA. This ensures the best possible pricing while maintaining consistency in the fleet to best utilize existing parts and fluids. The following is the pricing received:

Capital City Equipment

T76 T4 Bobcat Compact Track Loader - \$85,604.44

Trade-in Value - \$32,000.00

Total Expenditure - \$53,604.00

Staff recommends approval of the purchase of one 2026-T76 T4 Bobcat Compact Track Loader from Capital City Equipment in the amount of \$53,604.44 including the trade of our existing compact track loader.

Pease feel free to contact Jason Stevens, Roadway Maintenance Supervisor, prior to meeting at 223-6231 or jstevens@cityofclive.com if you have question or concerns.

Attachments:

1. Sourcewell Quote



Product Quotation
Quotation Number: AU1479969
Quote Sent Date: Oct 27, 2025
Expiration Date: Nov 26, 2025

Your Bobcat Contact
Alex Urlaub
Phone: +17012416372
Email: alex.urlaub@doosan.com

Your Customer Contact

Deliver to
CITY OF CLIVE PUBLIC WORKS
272032
2123 NW 111TH ST # 515-223-62
CLIVE, IA, 50325-3755

Bobcat Dealer
Capital City Equipment Company, Des
Moines, IA
5461 NW 2ND ST.
DES MOINES, IA, 50313-1333

Bill to
CITY OF CLIVE PUBLIC WORKS
272032
2123 Nw 111th St
Clive, IA, 50325-3755

Item Name	Item Number	Quantity	Price Each	Total
T76 T4 Bobcat Compact Track Loader	M0371	1	59,240.06	59,240.06
Standard Equipment:				
74.0 HP Tier 4 V2 Bobcat Engine		Horn		
Auxiliary Hydraulics: Variable Flow		Lift Arm Support		
Backup Alarm		Lift Path: Vertical		
Bob-Tach		Lights, Front and Rear LED		
Bobcat Interlock Control System (BICS)		Operator Cab		
Controls: Selectable Joysticks (SJC)		Includes: Vinyl Adjustable Suspension Seat, Top and		
Cylinder Cushioning - Lift, Tilt		Rear Windows, Parking Brake, Seat Bar and Seat Belt		
Engine/Hydraulic Performance De-rate Protection		Roll Over Protective Structure (ROPS) meets SAE-		
Glow Plugs (Automatically Activated)		J1040 and ISO 3471		
		Falling Object Protective Structure (FOPS) meets SAE-		
		J1043 and ISO 3449, Level I; (Level II is available		
		through Bobcat Parts)		
		Parking Brake: Spring Applied, Pressure Released (SAPR)		
		Solid Mounted Carriage with 4 Rollers		
		Tracks: Rubber, 12.6" Wide		
		Telematics - Machine IQ - 2-year Basics		
		Warranty: 2 years, or 2000 hours whichever occurs first		
Deluxe Package	M0371-P11-C12	1	10,322.69	10,322.69
<i>Included:</i> Deluxe Package: Clear Side Auto HVAC				
Cab, Integrated Bluetooth Radio, Adjustable Heated				
Cloth Air Ride Seat, Power Bob-Tach, Solid				
Undercarriage, 7" Touch Display, Premium and Side				
LED Lights, Keyless Start, Two-Speed Travel, 7-Pin				
Attachment Control, Dual Direction Bucket Positioning,				
Rear Camera, Sound Reduction, 3yr Machine IQ Health				
& Security Subscription,				
17.7" Multi Bar Track	M0371-R09-C05	1	1,742.00	1,742.00
High-Flow Hydraulics	M0371-R03-C03	1	1,906.82	1,906.82
80" Severe Duty Bucket	7326129	1	2,037.56	2,037.56
Long Bolt-on tooth kit	7355992	9	55.65	500.85
Reversing Fan Kit	7360690	1	1,060.45	1,060.45

Ride Control Kit	7360582	1	1,561.05	1,561.05
Total for T76 T4 Bobcat Compact Track Loader				78,371.48
Quote Subtotal				78,371.48
Dealer PDI				200.00
Tariff Surcharge				4,083.96
Freight Charges				1,675.00
Destination Charges				152.00
Dealer Assembly Charges				1,122.00
<i>Bobcat T650 SN: ALJG19207 with Bucket</i>				-32,000.00
Quote Total - USD				53,604.44

Comment: *Plus applicable taxes. IF Tax Exempt, please include Tax Exempt Certificate with the order.

*Prices per the Sourcewell Contract #020223-CEC

*Sourcewell Member Number (if applicable): _____

*All orders should include 1) Accounts Payable Contact and email address, 2) W9 with correct legal entity name, and 3) Bill to Address.

*Orders may be placed with the contract holder or authorized dealer as allowed by the terms and conditions of the contract. *A Copy of all orders must be provided to Heather.Messmer@Doosan.com.

*Contact Holder Information: Doosan Bobcat North America, Inc. Govt Sales, 250 E Beaton Drive, West Fargo, ND 58078. TID# 38-0425350.

*Payment Terms: Net 60 Days. Credit cards accepted.

*Remittance address: Doosan Bobcat North America, Inc. P. O. Box 74007382, Chicago, IL 60674-7382

Customer Acceptance:

Quotation Number: AU1479969

Purchase Order: _____

Authorized Signature:

Print: _____ Sign: _____

Date: _____ Email: _____

Addresses

Delivery Address _____

Billing Address (if different from ship to): _____

Tax Exempt: Y ☐ / N ☐

Exempt in the State of: _____

Tax Exempt ID: _____

Federal: _____

State: _____

Expiration Date: _____



Memo

TO: Mayor and Council members

FROM: Elizabeth Hansen, Director of Administrative Services

DATE: November 13, 2025

RE: Approve Purchase - NeoGov Perform Module - \$5,347.62 Yr 1, \$7,274.08 Yr 2, and \$7,856.01 Yr 3

SYNOPSIS:

The 2022 Recruitment and Retention Project led to the initial purchase of NeoGov Perform module, which identified the need to enhance the evaluation form, scoring matrix, and overall electronic process.

After utilizing the NeoGov Perform Module throughout 2024 and 2025, Human Resources staff recommend renewing the NeoGov Perform software module for an additional three years. This renewal will align with the three-year agreement for the NeoGov Onboarding Module approved in July 2025. Staff have collaborated closely with NeoGov to make process improvements each year.

The current NeoGov Insight application management system integrates seamlessly with Perform, allowing staff to access job descriptions and journal entries directly when completing annual evaluations. This integration has eliminated the need to manually track, print, and email documents—streamlining the entire evaluation process.

Since implementation, the system has continued to improve each year. Human Resources has also developed training materials for supervisors, making the annual evaluation process more efficient and user-friendly.

Staff recommend approving a three-year agreement for the NeoGov Perform software module. The proposed costs are as follows:

- **Year 1:** \$5,347.62 (6% increase)
- **Year 2:** \$7,274.08 (2% increase)
- **Year 3:** \$7,856.01 (8% increase)

This recommendation supports the City's ongoing efforts to enhance organizational efficiency and strengthen its reputation as an employer of choice—attracting and retaining the talent and skills needed to serve our residents and visitors well into the future.

Attachments:

1. NeoGov Perform - 3 Yr Agreement

THIS IS NOT AN INVOICE

Contract Records		Order Details	
Account Number:	A-622096	Order #:	Q-424648
Customer:	Clive, City of (IA)	Valid Until:	12/2/2025
Effective Employee Count:	203		
Sales Rep:	Salesforce Administrator		

Customer Contact		Shipping Contact	
Billing Contact:	Clive, City of (IA) Elizabeth Hansen	Shipping Contact :	Clive, City of (IA) Elizabeth Hansen
Billing Address:	1900 NW 114th St Clive, IA 50325-7077	Shipping Address:	1900 NW 114th St Clive, IA 50325-7077
Billing Contact Email:	ehansen@cityofclive.com	Shipping Contact Email:	ehansen@cityofclive.com
Billing Phone:	515-223-6220	Shipping Phone:	515-223-6220

Payment Terms		Notes:
Payment Term:	Net 60	
PO Number:		

Subscription Service

January 2026 prorated to September

Item	Type	Start Date	End Date	Qty.	License Type	Total (USD)
Perform Subscription	Recurring	1/1/2026	9/25/2026	203	Employee Based	\$5,347.62
January 2026 prorated to September TOTAL:						\$5,347.62

September 2026

Item	Type	Start Date	End Date	Qty.	License Type	Total (USD)
Perform Subscription	Recurring	9/26/2026	9/25/2027	203	Employee Based	\$7,274.08
September 2026 TOTAL:						\$7,274.08

September 2027

Item	Type	Start Date	End Date	Qty.	License Type	Total (USD)
Perform Subscription	Recurring	9/26/2027	9/25/2028	203	Employee Based	\$7,856.01
September 2027 TOTAL:						\$7,856.01

Total:						\$20,477.71
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This price does NOT include any sales tax. Total in USD

Additional Terms and Conditions

License Terms: Enterprise license denotes that Customer has purchased an enterprise wide license up to the employee count specified above. User based license denotes that Customer has purchased the number of licenses set forth in the quantity column. Item count denotes the number of items that Customer has licensed as set forth in the quantity column.

Payment Terms: All invoices issued hereunder are **due upon the invoice due date**. If the Order is for a period longer than one year, the fees for the first period shown shall be invoiced immediately and the fees for future years/periods shall be invoiced annually in advance of each 12 month period shown on the Order, but regardless of the billing cycle, Customer is responsible for the fees for the entire Order. The fees set forth in this Service Order are exclusive of all applicable taxes, levies, or duties imposed by taxing authorities and Customer shall be responsible for payment of any such applicable taxes, levies, or duties. All payment obligations are non-cancellable, and all fees paid are non-refundable. Payment for services ordered hereunder shall be made to Governmentjobs.com, Inc., (D/B/A NEOGOV).

Terms & Conditions: This Order Form creates a legally binding contract on the parties. Unless otherwise agreed in a written agreement between GovernmentJobs.com, Inc. (D/B/A/ NEOGOV), parent company of PowerDMS, Inc., Cuehit, Inc., Ragnasoft LLC (D/B/A/ PlanIT Schedule), and Design PD, LLC (D/B/A Agency360) (collectively, "**NEOGOV**") and Customer, this Order Form and the services to be furnished pursuant to this Order Form are subject to the terms and conditions set forth here: <https://www.neogov.com/service-specifications>. The Effective Date (as defined in the terms and conditions) shall be the Subscription Start Date.

Special Condition:

Your signature below constitutes acceptance of terms herein and contractual commitment to purchase the items listed above.

Accepted and Agreed By Authorized Representative of:
Clive, City of (IA)

Signature: _____

Printed Name: _____

Title: _____

Date _____

THE INFORMATION AND PRICING CONTAINED IN THIS ORDER FORM IS STRICTLY CONFIDENTIAL.



Memo

TO: Mayor and Council members

FROM: Jeff Thielen, Parks Manager

DATE: November 13, 2025

RE: Approve Capital Equipment Purchase - Chrysler Voyager Minivan -
Stew Hansen Dodge - \$39,995.00

SYNOPSIS:

The minivan is a replacement for the recreation department #418 Dodge minivan that was involved in an accident last September. The insurance company deemed the vehicle a total loss due to the front-end collision and damage. This vehicle is currently on the capital equipment fleet replacement schedule for July 1, 2026.

Stew Hansen Dodge has provided the state bid replacement quote of \$39,995.00 for a 2026 Chrysler Voyager LX.

Staff recommends City Council approval to purchase this replacement vehicle from Stew Hansen Dodge for \$39,995.00.

Attachments:

1. REC. #418 Chrysler Voyager LX 2026 \$39,995.00

No 190940
Customer No 2231595

MOTOR VEHICLE PURCHASE AGREEMENT

DATE 10/29/2025

STEW HANSEN DODGE CITY
12103 HICKMAN RD
DES MOINES IA 50323
(515) 331-2900

BUYER CITY OF CLIVE
CO-BUYER
ADDRESS 1900 NW 114TH ST
ADDRESS LINE 2
CITY CLIVE STATE IA ZIP 50325-7039
EMAIL ADDRESS james@cityofclive.com
RES PHONE (515) 223-6231 CELL (515) 223-6231 WORK (515) 223-6231
BUYER'S REGISTRATION MONTH N/A COUNTY POLK

SALESPERSON HARRY KENNETH BOUGHER JR.

DESCRIPTION OF PURCHASED VEHICLE: ☒ NEW ☐ USED ☐ DEMO ☐ CAR ☒ TRUCK ☐ VAN ☐ OTHER

STOCK NO F26T0930 YEAR 2026 MAKE CHRYSLER MODEL VOYAGER BODY TYPE 4DR FWD LX
VIN 2C4RC1CG2TR184008 TRIM BLK CAPRIC COLOR BRT WHT CC
TO BE DELIVERED ON OR ABOUT 10/29/2025

PRICE OF VEHICLE \$ 39995.00
ACCESSORIES N/A

TRADE-IN ALLOWANCE AND OTHER CREDITS:

YEAR	MAKE	MODEL	BODY TYPE
VIN			
BALANCE OWED TO			
YEAR	MAKE	MODEL	BODY TYPE
VIN			
BALANCE OWED TO			
TRADE-IN GROSS ALLOWANCE			\$ N/A
LESS AMOUNT OWING			\$ N/A
NET TRADE-IN ALLOWANCE OR REMAINING TRADE-IN DEBT			\$ N/A
CASH DOWN PAYMENT OR CREDIT BALANCE			\$ N/A
MANUFACTURER'S REBATE (IF ANY)			\$ N/A
TOTAL DOWN PAYMENT or AMOUNT OWED			\$ N/A

DOCUMENTARY FEE \$ N/A
N/A N/A
\$ 39995.00 CASH PRICE \$ 39995.00
\$ N/A LESS DOCUMENTARY FEE
\$ N/A LESS TRADE-IN ALLOWANCE
\$ N/A LESS MANUFACTURER'S REBATE
\$ N/A
\$ 39995.00 AMOUNT SUBJECT TO FEE FOR NEW REGISTRATION

FEE FOR NEW REGISTRATION \$ N/A
TITLE FEE \$ N/A
LICENSE FEE \$ N/A
LIEN FILING FEE (credit sale only see (1) on page 2) \$ N/A
ELECTRONIC REGISTRATION & TITLING FEE \$ N/A

TOTAL STATE BID CASH DELIVERED PRICE \$ 39995.00
LESS TOTAL DOWN PAYMENT or PLUS AMOUNT OWED \$ N/A
UNPAID CASH BALANCE DUE ON DELIVERY \$ 39995.00

OTHER INFORMATION OR TERMS OF SALE:

N/A

BUYER'S TRADE-IN CERTIFICATION

If you are trading in a vehicle, you certify the following:

- That there is no salvage, repair or other history on the vehicle title that would affect the value of the vehicle. If there is salvage, repair or other history on the title, you agree that the dealer may cancel this sale. That to the best of your knowledge, the vehicle was never on or required to be on a salvage, rebuilt, flood or branded title in this or any other state.
- That the air bags are intact and in working order.
- That while you have owned the trade-in, its odometer has not been repaired, replaced, tampered with or altered in any way. That the odometer statement, damage disclosure statement and prior vehicle history which you provided us for your trade-in is true and correct.
- That the original emission control system (including the catalytic converter) is intact. That the engine and transmission have not been changed from the manufacturer's original specifications. That the trade-in does not have a cracked or defective head, block, powertrain or frame.

WARRANTY DISCLAIMER

YOU UNDERSTAND THAT THE VEHICLE IS SOLD "AS IS" WITH ALL FAULTS AND THAT THERE ARE NO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, or any other warranties, express or implied, covering the vehicle unless we make a written warranty to you or unless we enter into a service contract with you within 90 days from the date of this contract. If we do so, any implied warranty will last only as long as the limited written warranty.

This provision does not affect any warranties which may be provided by the manufacturer. If there is a manufacturer's warranty on the vehicle, we are not a party to it and it is not a part of this contract. If we are authorized by the manufacturer to perform warranty work on your vehicle, we hope that you ask us to perform the work. However, the manufacturer's warranty is between you and the manufacturer.

Documentary Fee. A documentary fee is not an official fee. A documentary fee is not required by law, but may be charged to a buyer for the preparation of documents and the performance of related services. The maximum amount that may be charged for a documentary fee is determined by Iowa Code Section 322.19A. This notice is required by law.

You understand that this agreement (including the terms on page 2) is an offer to purchase the vehicle described which will become a binding contract once the dealer has signed it. This document represents the complete agreement between you and the dealer regardless of any other oral, written or prior agreements or representations. However, if you are buying a used vehicle, the information you see on the window form for this vehicle is part of the contract and the information on the window form overrides any contrary provision in this contract. [La informacion que aparece en la ventanilla de este vehiculo forma parte de este contrato. La informacion contenida en el formulario de la ventanilla anula cualquier prevision que establezca lo contrario y que aparezca en el contrato de venta.]

Iowa law requires us to give you the following notice: You understand that liability insurance coverage which would protect you under the Iowa Motor Vehicle and Safety Responsibility Act IS NOT INCLUDED in your purchase of this motor vehicle.

By signing this contract, you are certifying that you are at least 18 years old (if there are two buyers, that at least one of you is 18 years old), that you have read this contract, pages 1 and 2, and agree to its terms, and that you have received a copy of it.

X Buyer's Signature Date of Birth

Buyer's Driver's License or F.I.D. No.

X N/A Co-Buyer's Signature N/A Date of Birth

N/A Co-Buyer's Driver's License or F.I.D. No.

Accepted By: Dealer's Authorized Representative



CONTRACT TERMS AND CONDITIONS

In this contract, the words "we", "us" and "our" refer to the dealer. The words "you" and "your" refer to the buyer and the co-buyer, if any.

1. CASH SALE. You agree to buy the vehicle described on page 1 of this document. This is not a credit document. If you obtain financing to purchase the vehicle, you will be required to sign documents which comply with applicable federal and state laws. If you obtain financing to purchase the vehicle, there will be a fee for filing the lien on the title. This fee may be paid to either the dealer or to the lending institution from whom you obtain financing.

2. WARRANTY DISCLAIMER. *YOU UNDERSTAND THAT THE VEHICLE IS SOLD "AS IS" WITH ALL FAULTS AND THAT THERE ARE NO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE,* or any other warranties, express or implied, covering the vehicle unless we make a written warranty to you or unless we enter into a service contract with you within 90 days from the date of this contract. If we do so, any implied warranty will last only as long as the limited written warranty.

This provision does not affect any warranties which may be provided by the manufacturer. If there is a manufacturer's warranty on the vehicle, we are not a party to it and it is not a part of this contract. If we are authorized by the manufacturer to perform warranty work on your vehicle, we hope that you ask us to perform the work. However, the manufacturer's warranty is between you and the manufacturer.

3. YOUR FAILURE OR REFUSAL TO ACCEPT DELIVERY. If you refuse or fail to accept delivery of the purchased vehicle, we may keep your cash deposit as liquidated damages. If you had a trade-in, we may sell the trade-in and keep any part of the selling price which we need to reimburse us for losses which we incurred because you did not take delivery.

4. FAILURE OR DELAY OF DELIVERY. We are not liable for failure to deliver or delay in delivery of the purchased vehicle if the failure or delay is due, in whole or in part, to any cause beyond our control or without our fault or negligence. We are not liable to you for any consequential damages, damages to property, damage for loss of use, loss of time, loss of profits, or income or any other incidental damages arising out of the sale or use of the purchased vehicle.

5. DEALER'S REMEDIES. If you fail to perform all of the terms and conditions of this contract, we may exercise any right or remedy granted by law as well as the other remedies described in this contract.

6. ADDITIONAL DOCUMENTS. You agree to sign any other documents which are required to transfer title to the trade-in vehicle or the purchased vehicle, including odometer statements, damage disclosure statements, and powers of attorney.

7. ATTORNEYS' FEES. If you default on this contract, you will pay us our costs and attorneys' fees and late charges in addition to our damages.

IF YOU HAVE A TRADE-IN:

If you are trading another vehicle as part of the price of the vehicle purchased, you agree to the following additional terms.

8. YOUR WARRANTY OF TITLE TO TRADE-IN. You must provide us with your vehicle title, correctly assigned to us. You promise that the trade-in vehicle is your property free and clear of any liens or encumbrances except as noted on page 1 of this contract and that all taxes and registration fees are currently paid. If we are put to any expense with respect to unpaid taxes or registration fees, you will reimburse us upon demand. If we find out that you made any misrepresentation about the trade-in, then you will pay us three times our actual damages as a result of the misrepresentation, plus our costs of collection and attorney's fees.

9. AMOUNT DUE ON TRADE-IN. The "Trade-In Balance Owed" on page 1 of this contract was provided by your lienholder. If the balance is incorrect due to the fault of the lienholder, the error will be treated as a mutual mistake of fact. In other words, if you owe more money on your trade-in you will pay us the difference or you can rescind the contract by returning the vehicle. If you owe less, we will pay (or credit) you.

10. REAPPRAISAL OF TRADE-IN. If you do not deliver the trade-in to us until the purchased vehicle is delivered to you, then we may reappraise the trade-in at the time that you deliver it to us and the new appraisal will determine the allowance to be made on the vehicle purchased. If the reappraisal is lower than the original appraisal, you may cancel this contract provided you do so before you take delivery of the purchased vehicle and surrender the trade-in.

IF YOU ARE BUYING A NEW VEHICLE:

If you are buying a new vehicle, you agree to the following additional terms.

11. MANUFACTURER'S PRICE REVISION ON NEW VEHICLE. If you are buying a new vehicle which we do not have in stock at the time you order it and if the manufacturer changes our price of the vehicle model or body type you ordered between the time we signed this contract and the time we delivered the vehicle to you, we have the right to change the price to you. However, if you do not agree to the changed price, you may cancel this contract. If you cancel the contract, we will return your trade-in to you, if it has not already been sold so long as you pay for the cost of reasonable repairs and storage fees. If we have sold your trade-in, we will pay you the amount we received for the trade-in less a selling commission of 15% and any expenses which we incurred in reconditioning, repairing, insuring, storing and selling the vehicle.

12. MANUFACTURER'S CHANGE OF THE MODEL AND BODY OF THE NEW VEHICLE. If you are buying a new vehicle and if the manufacturer changes (or discontinues) the model, design, chassis, accessories, body type or parts of the vehicle which you ordered, we will have no obligation to make the same or similar change to the vehicle you ordered either before or after we deliver the vehicle to you.





2026

VOYAGER LX

THIS VEHICLE IS MANUFACTURED TO MEET SPECIFIC UNITED STATES REQUIREMENTS. THIS VEHICLE IS NOT MANUFACTURED FOR SALE OR REGISTRATION OUTSIDE OF THE UNITED STATES.

MANUFACTURER'S SUGGESTED RETAIL PRICE OF THIS MODEL INCLUDING DEALER PREPARATION

Base Price: \$39,995

CHRYSLER VOYAGER LX

Exterior Color: Bright White Clear-Coat Exterior Paint

Interior Color: Black / Black / Black Interior Colors

Interior: Caprice Leatherette Bucket Seats

Engine: 3.6L V6 24V VVT Engine with Stop/Start

Transmission: 9-Speed Automatic Transmission

STANDARD EQUIPMENT (UNLESS REPLACED BY OPTIONAL EQUIPMENT)

FUNCTIONAL/SAFETY FEATURES

Advanced Multistage Front Air Bags
Driver Inflatable Knee-Bolster Air Bag
Passenger Inflatable Knee-Bolster Air Bag
Supplemental Side-Curtain All-Rows Air Bags
Supplemental Front Seat-Mounted Side Air Bags
LATCH-Ready Child-Seat Anchor System
ParkView® Rear Back-Up Camera
Electronic Stability Control
Blind-Spot and Rear Cross-Path Detection
Lane-Departure Warning Plus
Pedestrian Emergency Braking
Full-Speed Forward-Collision Warning Plus
Hill-Start Assist
ParkSense® Rear Park-Assist with Stop
Adaptive Cruise Control with Stop and Go
Rear-Seat Reminder Alert
Remote Start System
Security Alarm
19-Gallon Fuel Tank

INTERIOR FEATURES

Uconnect® 5 with 10.1-Inch Touch Screen Display
Google Android Auto™
Apple CarPlay®
2nd and 3rd-Row Slow 'n Go® Seats with Easy-Tilt
3rd-Row Slow 'n Go® 60 / 40 Bench
6-Way Power Adjustable Driver Seat
2nd-Row In-Floor Storage Bins
2nd-Row Power Windows
Steering-Wheel-Mounted Audio Controls
Tilt / Telescope Steering Column
Front Floor Mats
6 Speakers
SiriusXM® with 3-Month Radio Sub Call 800-643-2112
4G LTE Wi-Fi® Hot Spot

Power Liftgate
Power Sliding Doors
Heated Front Seats
Heated Steering Wheel
Chrysler Connect (Connected Services) with Trial

EXTERIOR FEATURES

17-Inch x 7.0-Inch Aluminum Wheels
235/65R17 BSW All-Season Tires
Rain-Sensitive Windshield Wipers
Halogen Headlamps
High-Beam Daytime Running Headlamps

Exterior Mirrors with Heating Element
Remote Proximity Keyless Entry for All Doors

OPTIONAL EQUIPMENT (May Replace Standard Equipment)
Customer Preferred Package 27E

Destination Charge \$1,995

TOTAL PRICE: * \$41,990

WARRANTY COVERAGE

5-year or 60,000-mile Powertrain Limited Warranty

3-year or 36,000-mile Basic Limited Warranty

Ask Dealer for a copy of the limited warranties or see your owner's manual for details

5 YEAR / 60,000 MILE
POWERTRAIN WARRANTY

Assembly Point/Port of Entry: WINDSOR, ONTARIO, CANADA

SL

SNIP TO

SOLD TO

VIN: 2C4-RC1CG2TR-184008

L4-VON 9222

0924-0



THIS LABEL IS ADDED TO THIS VEHICLE TO COMPLY WITH FEDERAL LAW. THE LABEL CANNOT BE REMOVED OR ALTERED PRIOR TO DELIVERY TO THE ULTIMATE PURCHASER.

*STATE AND/OR LOCAL TAXES IF ANY, LICENSE AND TITLE FEES AND DEALER PREPARED AND INSTALLED OPTIONS AND ACCESSORIES ARE NOT INCLUDED IN THIS PRICE. DISCOUNT IF ANY, IS BASED ON PRICE OF OPTIONS IF PURCHASED SEPARATELY.

For more information visit: www.chrysler.com
or call 1-800-CHRYSLER

FCA US LLC

EPA
DOT

Fuel Economy and Environment



Gasoline Vehicle

Fuel Economy These estimates reflect new EPA methods beginning with 2017 models.

22 MPG
combined city/hwy

19 city 28 highway

4.5 gallons per 100 miles

Minivan range from 20 to 83 MPGe.
The best vehicle rates 146 MPGe.

You spend
\$2,750
in fuel costs
over 5 years
compared to the
average new vehicle.

Annual fuel Cost
\$2,250

Fuel Economy & Greenhouse Gas Rating (tailpipe only)

Smog Rating (tailpipe only)



This vehicle emits 401 grams CO2 per mile. The best emits 0 grams per mile (tailpipe only). Producing and distributing fuel also creates emissions, learn more at fuelconomy.gov.

Actual results will vary for many reasons, including driving conditions and how you drive and maintain your vehicle. The average new vehicle gets 29 MPG and cost \$8,500 to fuel over 5 years. Cost estimates are based on 15,000 miles per year at \$3.30 per gallon. MPGe is miles per gasoline gallon equivalent. Vehicle emissions are a significant cause of climate change and smog.

fuelconomy.gov

Calculate personalized estimates and compare vehicles



GOVERNMENT 5-STAR SAFETY RATINGS

Overall Vehicle Score ★★★★★

Based on the combined ratings of frontal, side and rollover.
Should ONLY be compared to other vehicles of similar size and weight.

Frontal Crash Driver Passenger ★★★★★
★★★★★

Based on the risk of injury in a frontal impact.
Should ONLY be compared to other vehicles of similar size and weight.

Side Crash Front seat Rear seat ★★★★★
★★★★★

Based on the risk of injury in a side impact.

Rollover ★★★★★

Based on the risk of rollover in a single-vehicle crash.

Star ratings range from 1 to 5 stars (★★★★★) with 5 being the highest.
Source: National Highway Traffic Safety Administration (NHTSA)
www.safercar.gov or 1-888-327-4236

The safety ratings above are based on Federal Government tests of particular vehicles equipped with certain features and options. The performance of this vehicle may differ.

PARTS CONTENT INFORMATION

FOR VEHICLES IN THIS CARLINE:
U.S./CANADIAN PARTS CONTENT: 69%

MAJOR SOURCES OF FOREIGN PARTS CONTENT:

MEXICO : 21%

NOTE: PARTS CONTENT DOES NOT INCLUDE FINAL ASSEMBLY, DISTRIBUTION, OR OTHER NON-PARTS COSTS.

FOR THIS VEHICLE:

FINAL ASSEMBLY POINT:
WINDSOR, ONTARIO, CANADA

COUNTRY OF ORIGIN:

ENGINE: UNITED STATES

TRANSMISSION: UNITED STATES

FlexCare
VEHICLE PROTECTION

Ask for FlexCare Vehicle Protection. We Built It. We Back It.



Memo

TO: Mayor and Council members

FROM: Jeff May, Public Works Director

DATE: November 13, 2025

RE: Resolution Approving the Acquisition of 4120 Alices Road for the Alices Road Reconstruction Project, Including a Purchase Agreement, Relocation Benefits, and a Related Lease Agreement

SYNOPSIS:

The City is working on the Reconstruction of Alices Road from the south Corporate limit to the north Corporate limit. The project has been divided into phases with the following schedule:

<u>Phase</u>	<u>Construction Year</u>
1A	2025-2026
1B	2026
4	2027
3	2028
2	2029

Snyder & Associates (Consultant) is currently working on the design of Phase 4 and has identified the need to acquire 2 properties. Since Phase 4 of this project includes the use of Federal Funding (\$1.85 M), the acquisition of the properties requires that all acquisitions be completed in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA).

The owner of the property at 4120 Alices Road had been contacted in previous years by the City and informed that if he were ever to consider selling his property the City of Clive would be interested in discussing the sale of his property. The owner contacted the City in November of 2023. Since that time the City and the Consultant have been working on purchasing this property from the owner, in accordance with the URA.

The URA requires an appraisal and relocation assistance. In accordance with the URA, the purchase agreement and relocation assistance includes the following:

Purchase of Home	\$410,000.00
Relocation Assistance	
Household moving expense	\$ 4,795.03
Landscape moving expense	\$ 3,680.80
Home Inspection	\$ 560.00
Price Differential Payment	\$ 40,000.00
Total	\$ 459,035.83

As part of the URA, the relocations benefits are based on the actual costs. The owner has provided estimates for the moving and inspection expenses. The price differential payment is based on the cost of the home (similar) he purchases. If these prices change, we may need to revisit the Relocation Benefits. In order to cover some minor expense changes, staff is recommending approval of up to \$50,000 for Relocation Benefits.

In addition, the owner has requested he be allowed to stay in the property through June 30, 2026. This request works with the proposed construction schedule and staff recommends

allowing him to stay in the property until June 30, 2026. This requires a lease agreement and the lease agreement is included as part of the purchase of the property.

Staff recommends purchase of 4120 Alices Road and approval of the Purchase Agreement in the amount of \$410,000, Relocation Benefits in the amount of up to \$50,000, and the Lease Agreement. .

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

Attachments:

1. Resolution - 11-13-25 - Approving Purchase Agreement, Relocation Agreement and Lease for 4120 Alice's Road
2. 11-13-25 - Alice's Road Phase 4 - DeTaeye Signed Relocation Docs 11.3.25

RESOLUTION NO. _____

RESOLUTION APPROVING THE ACQUISITION OF 4120 ALICES ROAD FOR THE ALICES ROAD RECONSTRUCTION PROJECT, INCLUDING A PURCHASE AGREEMENT, RELOCATION BENEFITS, AND A RELATED LEASE AGREEMENT

WHEREAS, the City of Clive (“City”) has determined that it is in the best interest of the City to acquire the property located at 4120 Alices Road in the City of Clive, Iowa (the “Property”) in connection with the Alices Road Improvement Project (“Project”); and

WHEREAS, the owner of the Property, James J. DeTaeye, Trustee of the James J. DeTaeye Revocable Trust dated March 8, 2022 (“Owner”), and the City have negotiated a purchase agreement (“Purchase Agreement”) for the Property for the fair market value of \$410,000, as determined by an independent appraisal, plus approximately \$50,000 in relocation costs in accordance with the Uniform Act, and which Purchase Agreement further includes the requirement for a lease agreement (“Lease Agreement”) allowing the Owner to remain in the Property until the Property is needed for the Project, the form of which has also been negotiated by the parties.

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

That the Purchase Agreement with James J. DeTaeye, Trustee of the James J. DeTaeye Revocable Trust dated March 8, 2022, relocation benefits in accordance with the Uniform Act, and related Lease Agreement with James J. DeTaeye, all for the City’s acquisition of 4120 Alices Road for the Alices Road Improvement Project are hereby approved and accepted by this City Council; the Mayor is hereby authorized and directed to execute all acquisition related documents on behalf of the City; and the City Clerk is hereby authorized and direct to attest to the signature of the Mayor to same.

PASSED AND APPROVED this ____ day of _____, 2025.

By: _____
John Edwards, Mayor

Matthew Graham, City Clerk

PURCHASE AGREEMENT

TO: James J. DeTaeye, Trustee of the James J. DeTaeye Revocable Trust dated March 8, 2022
(SELLER)

The undersigned BUYER hereby offers to buy and the undersigned SELLER by their acceptance agree to sell the real property situated in Dallas County, Iowa, locally known as 4120 Alices Rd, Clive, IA 50325 and legally described as:

The North 203.0 feet of the South 874.4 feet of the East 200.0 feet of the Southeast ¼ of the Northeast ¼ of Section 22, Township 79 North, Range 26 West of the 5th P.M., Clive, Dallas County, Iowa,

together with any easements and appurtenant servient estates, but subject to any reasonable easements of record for public utilities or roads, any zoning restrictions, customary restrictive covenants and mineral reservations of record, if any, herein referred to as the "Property," upon the following terms and conditions; provided BUYER may use the Property for road right-of-way and other lawful purposes.

1. PURCHASE PRICE. The Purchase Price shall be \$410,000.00 which shall be payable in full at closing subject to credits, debits and adjustments, as hereinafter provided, and subject to all the terms and conditions herein contained and with the entire purchase price (with such debits, credits and adjustments) to be paid by BUYER to SELLER at Closing (as hereinafter defined) by wire transfer, or by certified or cashier's check.

2. REAL ESTATE TAXES.

A. SELLER shall pay all real estate taxes that are due and payable as of the date of possession and constitute a lien against the Property, including any unpaid real estate taxes for any prior years.

B. SELLER shall pay its prorated share, based upon the closing date, of the real estate taxes for the fiscal year in which closing occurs due and payable in the subsequent fiscal year. BUYER shall be given a credit for such proration at closing (unless this agreement is for an installment contract) based upon the last known actual net real estate taxes payable according to public record. However, if such taxes are based upon a partial assessment of the present property improvements or a changed tax classification as of the date of closing, such proration shall be based on the current millage rate, the assessed value, legislative tax rollbacks and real estate tax exemptions that will actually be applicable as shown by the Assessor's Records on the date of closing.

C. BUYER shall pay all subsequent real estate taxes due, if any.

3. SPECIAL ASSESSMENTS.

A. SELLER shall pay in full all special assessments which are a lien on the Property as of the date of closing.

B. All charges for solid waste removal, sewage and maintenance that are attributable to SELLER's possession, including those for which assessments arise after closing, shall be paid by SELLER.

C. Any preliminary or deficiency assessment which cannot be discharged by payment shall be paid by SELLER through an escrow account with sufficient funds to pay such liens when payable, with any unused funds returned to SELLER.

D. BUYER shall pay all other special assessments.

4. RISK OF LOSS AND INSURANCE. SELLER shall bear the risk of loss or damage to the Property prior to closing or possession, whichever first occurs. SELLER agrees to maintain existing insurance and BUYER may purchase additional insurance. In the event of substantial damage or destruction prior to closing, the parties may, upon written notice to the other party, terminate this Agreement; provided, however, BUYER shall have the option to complete the closing and receive insurance proceeds regardless of the extent of damages. The Property shall be deemed substantially damaged or destroyed if it cannot be restored to its present condition on or before the closing date.

5. POSSESSION AND CLOSING. If BUYER timely performs all obligations, possession of the Property shall be delivered to BUYER on or before December 1, 2025, or as otherwise mutually agreed by the parties in writing and any adjustments of rent, insurance, taxes, interest and all charges attributable to the SELLER's possession shall be made as of the date of closing. Closing shall occur after approval of title by BUYER'S attorney, but prior to possession by BUYER. SELLER agrees to permit BUYER to inspect the Property within 48 hours prior to closing to assure that the premises are in the condition required by this Agreement. If possession is given on a day other than closing, the parties shall make a separate agreement with adjustments as of the date of possession. This transaction shall be considered closed upon the filing of title transfer documents and receipt of all funds then due at closing from BUYER under the Agreement. The parties anticipate Seller will retain possession of the Property beyond the closing date pursuant to a separately negotiated Lease Agreement between the parties. Notwithstanding the foregoing, BUYER shall be entitled to exercise the rights regarding the relocation of plants on the Property as set forth in paragraph 23 herein.

6. FIXTURES. Prior to vacating the Property, SELLER shall be entitled to remove any fixtures within the interior of the Property, including ceiling fans, appliances, furnace and water heater. In addition, upon prior notice and coordination with the BUYER, at the time SELLER vacates the Property, SELLER may also be entitled to remove any windows on the Property so long as, upon removal, SELLER secures the remaining opening to the satisfaction of BUYER.

7. CONDITION OF PROPERTY. BUYER acknowledges and agrees that: (i) BUYER is purchasing the Property, including all fixtures, improvements and equipment included therein as set forth hereinabove, based solely on its inspection and investigation thereof and that Buyer will be purchasing the Property "AS IS, WHERE IS AND WITH ALL FAULTS".

8. ABSTRACT AND TITLE. SELLER, at its expense, shall promptly obtain an abstract of title to the Property continued through the date of acceptance of this Agreement, and deliver it to BUYER'S attorney for examination. It shall show merchantable title in SELLER in conformity with this Agreement, Iowa law, and Title Standards of the Iowa State Bar Association. SELLER shall make every reasonable effort to promptly perfect title. If closing is delayed due to SELLER's inability to provide marketable title, this Agreement shall continue in force and effect until either party rescinds the Agreement after giving ten days written notice to the other party. The abstract shall become the property of BUYER when the purchase price is paid in full. SELLER shall pay the costs of any additional abstracting and title work due to any act or omission of SELLER, including transfers by or the death of SELLER or their assignees.

9. SURVEY. BUYER may, at BUYER'S expense prior to closing, have the property surveyed and certified by a Registered Land Surveyor. If the survey shows any encroachment on the Property or if any improvements located on the Property encroach on lands of others, the encroachments shall be treated as a title defect. If the survey is required under Chapter 354, SELLER shall pay the cost thereof.

10. ENVIRONMENTAL MATTERS.

A. SELLER warrants to the best of his knowledge and belief that there are no abandoned wells, solid waste disposal sites, hazardous wastes or substances, or underground storage tanks located on the Property, the Property does not contain levels of radon gas, asbestos or urea-formaldehyde foam insulation which require remediation under current governmental standards, and SELLER have done nothing to contaminate the Property with hazardous wastes or substances. SELLER warrants that the Property is not subject to any local, state, or federal judicial or administrative action, investigation or order, as the case may be, regarding wells, solid waste disposal sites, hazardous wastes or substances, or underground storage tanks. As required by BUYER's attorney, SELLER shall also provide BUYER with a properly executed GROUNDWATER HAZARD STATEMENT showing no wells, private burial sites, solid waste disposal sites, solid waste disposal sites, hazardous waste and underground storage tanks on the Property, except as stated here: The parties acknowledge and agree the Property is served by a private sewage disposal system, or there is a private sewage disposal system on the Property. As such, at Closing, SELLER's delivery of a GROUNDWATER HAZARD STATEMENT shall include proof of all necessary inspections and approvals required prior to transfer. Seller and Buyer agree to the provision selected in the attached Addendum for Inspection of Private Sewage Disposal System.

B. BUYER may at its expense, within 7 days after the date of acceptance, obtain a report from a qualified engineer or other person qualified to analyze the existence or nature of any hazardous materials, substances, conditions or wastes located on the Property. In the event any hazardous materials, substances, conditions or wastes are discovered on the Property, BUYER'S obligation hereunder shall be contingent upon the removal of such materials, substances, conditions or wastes or other resolution of the matter reasonably satisfactory to BUYER. However, in the event SELLER is required to expend any sum in excess of \$500.00 to remove any hazardous materials, substances, conditions or wastes, SELLER shall have the option to cancel this transaction and declare this Agreement null and void. The expense of any inspection shall be paid by BUYER.

The expense of any action necessary to remove or otherwise make safe any hazardous material, substance, conditions or waste shall be paid by SELLER, subject to SELLER's right to cancel this transaction as provided above.

11. DEED. Upon payment of the purchase price, SELLER shall convey the Property to BUYER by Trustee Warranty Deed, free and clear of all liens, restrictions, and encumbrances except as provided in this Agreement. General warranties of title shall extend to the time of delivery of the deed excepting liens or encumbrances suffered or permitted by BUYER.

12. JOINT TENANCY IN PROCEEDS AND IN REAL ESTATE. If SELLER, immediately preceding acceptance of the offer, holds title to the Property in joint tenancy with full right of survivorship, and the joint tenancy is not later destroyed by operation of law or by acts of the SELLER, then the proceeds of this sale, and any continuing or recaptured rights of SELLER in the Property, shall belong to SELLER as joint tenants with full rights of survivorship and not as tenants in common; and BUYER in the event of the death of any SELLER, agree to pay any balance of the price due SELLER under this contract to the surviving SELLER and to accept a deed from the surviving SELLER consistent with Paragraph 15.

13. JOINDER BY SELLER'S SPOUSE. SELLER's spouse, if not a title holder immediately preceding acceptance, executes this agreement only for the purpose of relinquishing all rights of dower, homestead and distributive share or in compliance with Section 561.13 of the Code of Iowa and agrees to execute the deed or real estate contract for this purpose.

14. STATEMENT AS TO LIENS. If BUYER intends to assume or take subject to a lien on the Property, SELLER shall furnish BUYER with a written statement prior to closing from the holder of such lien, showing the correct balance due.

15. USE OF PURCHASE PRICE. At time of settlement, funds of the purchase price may be used to pay taxes and other liens and to acquire outstanding interests, if any, of others.

16. APPROVAL OF COURT. If the Property is an asset of an estate, trust or conservatorship, this Agreement is contingent upon Court approval unless declared unnecessary by BUYER'S attorney. If the sale of the Property is subject to court approval, the fiduciary shall promptly submit this Agreement for such approval. If this Agreement is not so approved by the closing date, either party may declare this Agreement null and void, and all payments made hereunder shall be returned to BUYER.

17. REMEDIES OF THE PARTIES.

A. If BUYER fails to timely perform this Agreement, SELLER may forfeit it as provided in the Iowa Code (Chapter 656), and all payments made shall be forfeited; or, at SELLER's option, upon thirty days written notice of intention to accelerate the payment of the entire balance because of BUYER'S default (during which thirty days the default is not corrected), SELLER may declare the entire balance immediately due and payable. Thereafter this agreement may be foreclosed in equity and the Court may appoint a receiver.

B. If SELLER fails to timely perform this Agreement, BUYER has the right to have all payments made returned to BUYER.

C. BUYER and SELLER are also entitled to utilize any and all other remedies or actions at law or in equity available to them and shall be entitled to obtain judgment for costs and attorney fees as permitted by law.

18. NOTICE. Any notice under this Agreement shall be in writing and be deemed served when it is delivered by personal delivery or by certified mail return receipt requested, addressed to the parties at the address given below.

19. CERTIFICATION. BUYER and SELLER each certify that they are not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by any Executive Order or the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person" or any other banned or blocked person, entity, nation or transaction pursuant to any law, order, rule or regulation that is enforced or administered by the Office of Foreign Assets Control; and are not engaged in this transaction, directly or indirectly on behalf of, any such person, group, entity or nation. Each party hereby agrees to defend, indemnify and hold harmless the other party from and against any and all claims, damages, losses, risks, liabilities and expenses (including attorney's fees and costs) arising from or related to my breach of the foregoing certification.

20. GENERAL PROVISIONS. In the performance of each part of this Agreement, time shall be of the essence. Failure to promptly assert rights herein shall not, however, be a waiver of such rights or a waiver of any existing or subsequent default. This Agreement shall apply to and bind the successors in interest of the parties. This Agreement shall survive the closing. Paragraph headings are for convenience of reference and shall not limit or affect the meaning of this Agreement. Words and phrases herein shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender according to the context.

21. NO REAL ESTATE AGENT OR BROKER. Neither party has used the services of a real estate agent or broker in connection with this transaction. Each party agrees to indemnify and save harmless the other party from and against all claims, costs, liabilities and expense (including court costs and reasonable attorney's fees) incurred by the other party as a result of a breach of this representation, which shall survive closing.

22. RELOCATION BENEFITS. In addition to the Purchase Price, Seller shall be entitled to certain relocation benefits under the Uniform Act. Said relocation benefits shall be addressed by the parties pursuant to a separately negotiated agreement.

23. REMOVAL OF PLANTS. BUYER agrees to allow SELLER, at a mutually agreed upon time in the spring of 2026, to enter on to the Property and remove any and all plants located thereon for the purpose of relocation by the SELLER. BUYER hereby agrees not to destroy any plants on the Property prior to providing SELLER with the opportunity to exercise SELLER's right to remove and relocate said plants. BUYER makes no warranties regarding such plants, and BUYER shall not be held responsible or liable in any way for the condition of any such plants at the time

of removal or their ability to grow upon relocation.

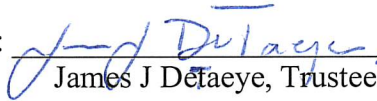
ACCEPTANCE. When accepted, this Agreement shall become a binding contract. If not accepted and delivered to BUYER on or before _____, 2025, this Agreement shall be null and void.

REPRESENTING THE CITY OF CLIVE, IOWA

By: 
Cody Fredericksen, Snyder & Associates, Inc.

THIS OFFER IS ACCEPTED on this 3 day of November, 2025

SELLER: James J Detaeye Revocable Trust

By: 
James J Detaeye, Trustee

Approved by the City Council of the City of _____, Iowa
on the _____ day of _____, 20____, by Resolution No. _____.

By: _____
Mayor

Attest: _____
City Clerk

ADDENDUM FOR INSPECTION OF PRIVATE SEWAGE DISPOSAL SYSTEM

Buyer and Seller agree on the following initialed alternative to comply with the time of transfer inspection of private sewage disposal systems:

_____ There is a private sewage disposal system on this Property which serves the Property. Seller has obtained or shall obtain at Seller's expense within _____ days a certified inspector's report which documents the condition of the private sewage disposal system, that it is of sufficient capacity to serve the Property, that the continued use of the system is permitted, and whether any modifications are required to conform to standards adopted by the Department of Natural Resources. Seller shall attach the inspection report to the Groundwater Hazard Statement to be filed at closing.

If Seller receives an unsatisfactory report, the basis of which cannot be resolved between Buyer and Seller within _____ days of delivery of a copy to Buyer, then upon written notice from Buyer to Seller, this agreement shall be null and void and all earnest money paid hereunder shall be returned immediately to Buyer.

_____ There is a private sewage disposal system on this Property. Weather or other temporary physical conditions prevent the certified inspection of the private sewage disposal system from being conducted. Buyer shall execute a binding acknowledgment with the County Board of Health to conduct a certified inspection of the private sewage disposal system at the earliest practicable time and to be responsible for any required modifications to the private sewage disposal system as identified by the certified inspection. Buyer shall attach a copy of the binding acknowledgment to the Groundwater Hazard Statement to be filed at closing. When the inspection is completed, an amended Groundwater Hazard Statement shall be filed with the certified inspection and shall include the document numbers of both the real estate transfer document and the original Groundwater Hazard Statement

Seller agrees at closing to deposit the sum of \$ _____ Dollars into escrow with _____ ("Escrow Agent") to reimburse Buyer for expenses incurred for the cost of the inspection and any required modifications to the private disposal system. Escrow Agent shall pay to Buyer, up to the amount held in escrow, amounts for required modifications after any such modifications are completed and upon submission to Escrow Agent of a detailed invoice. If no modifications are required, the entire escrow account shall be returned to Seller. Any funds remaining in the escrow account after any required modifications shall be returned to Seller. Seller shall not be responsible for any cost in excess of the escrow deposit.

 There is a private sewage disposal system on this Property. The building to which the sewage disposal system is connected will be demolished without being occupied. Buyer shall execute a binding acknowledgement with the county board of health to demolish the building within an agreed upon time period. Buyer shall attach a copy of the binding acknowledgement to the Groundwater Hazard Statement to be filed at closing.

There is a private sewage disposal system on this Property. The private sewage disposal system has been installed within the past two years pursuant to permit number

_____.

RESIDENTIAL LEASE AGREEMENT

IT IS AGREED, by and between the City of Clive, Landlord, and James Detaeye, Tenant:

Landlord has voluntarily purchased the real estate identified below from Tenant for a public improvement project, but Landlord's exclusive use of said real estate is not immediately required. Therefore, Landlord hereby lets to Tenant, and Tenant hereby leases from Landlord, the following described premises situated in Dallas County, Iowa, and locally known as 4120 Alices Road, Clive, to-wit:

The North 203.0 feet of the South 874.4 feet of the East 200.0 feet of the Southeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 22, Township 79 North, Range 26 West of the 5th P.M., Clive, Dallas County, Iowa,

hereinafter referred to as the "dwelling unit," in consideration of the mutual promises of the parties herein, and upon the following terms, provisions and conditions:

1. **TERM.** The duration of this Lease Agreement shall be from the date of execution of this Lease Agreement to and including June 30, 2026.
2. **RENT.** In consideration of the Tenant's sale of the above-described property to Landlord, Tenant agrees to pay to Landlord, as rental for said term, as follows: \$1.00 for the duration of the lease term, in advance, the first rent payment becoming due upon the execution of this Lease Agreement. All sums shall be paid to the Landlord at City Hall, 1900 NW 114th Street, Clive, IA 50325, or at such other place as Landlord may, from time to time, direct.
3. **DEPOSIT SECURITY.** No deposit is required for this Lease Agreement.
4. **USE-ABSENCES.** Unless otherwise agreed in writing, Tenant shall occupy and use the above-described property as a dwelling unit. Tenant shall notify Landlord of any anticipated extended absence from the dwelling unit not later than the first day of the extended absence.
5. **UTILITIES.** Utilities shall be furnished and paid for by the party indicated on the following:

Electricity	Tenant
Gas	Tenant
Water	Tenant
Garbage	Tenant
Trash Removal	Tenant
Other	Tenant

6. **UTILITY RATES.** Tenant hereby acknowledges that Landlord, or the person authorized to enter into this Lease Agreement on Landlord's behalf, has heretofore fully explained to Tenant the utility rates, charges and services for which Tenant will be required to pay, other than those to be paid by Tenant directly to the utility company furnishing service.

7. **MANAGER.** Matt McQuillan, whose address is City Hall, 1900 NW 114th Street, Clive, IA 50325, is the person designated by Landlord to manage the premises (and to receive and receipt for all notices and demands upon the owner of the premises).

8. **MAINTENANCE BY LANDLORD.** Landlord shall:

- (a) Comply with the requirements of applicable building and housing codes materially affecting health and safety.
- (b) Make all repairs and do whatever is necessary to put and keep the dwelling unit in a fit and habitable condition.

9. **MAINTENANCE BY TENANT.** Tenant shall:

- (a) Comply with all obligations primarily imposed upon tenants by applicable provisions of building and housing codes materially affecting health and safety.
- (b) Keep that part of the premises that Tenant occupies and uses as clean and safe as the condition of the premises permit.
- (c) Dispose from the dwelling unit all ashes, rubbish, garbage and other waste in a clean and safe manner.
- (d) Keep all plumbing fixtures in the dwelling unit or used by Tenant as clean as their condition permits.
- (e) Use in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air-conditioning and other facilities and appliances, including elevators in the premises.
- (f) Not deliberately or negligently destroy, deface, damage, impair or remove a part of the premises, or knowingly permit a person to do so.
- (g) Conduct himself or herself in a manner that will not disturb a neighbor's peaceful enjoyment of the premises.

10. **RULES.** All existing rules concerning the Tenant's use and occupancy of the premises have been furnished to the Tenant in writing. Additionally, Landlord may, from time to time, and in the manner provided by law, adopt further or amended written rules concerning the Tenant's use and occupancy of the premises.

11. **ACCESS.** Landlord shall have the right, subject to Tenant's consent, which consent shall not be unreasonably withheld, to enter the dwelling unit in order to inspect the premises, make necessary or agreed repairs, decorations, alterations or improvements, supply necessary or agreed services, or exhibit the dwelling unit to prospective or actual purchasers, mortgagees, tenants, workmen or contractors; provided, however, that Landlord may enter the dwelling without Tenant's consent, in case of emergency and as otherwise provided in the Iowa Uniform Residential Landlord and Tenant Act.

12. **ASSIGNMENT AND SUBLETTING.** Tenant shall not assign this Lease Agreement, nor sublet the dwelling unit, or any portion thereof, without the written consent of Landlord. Failing to obtain such written consent shall be grounds for immediate termination of this Lease Agreement.

13. **FIXTURES AND IMPROVEMENTS.** Pursuant to a related purchase agreement between

the parties concerning the dwelling unit, Tenant may remove any fixtures within the dwelling unit. Such removal shall specifically include but not be limited to ceiling fans, appliances, furnace, water heater, and windows. The removal of any windows must be coordinated with the Landlord and, following removal, the remaining opening must be secured by Tenant to the reasonable satisfaction of the Landlord. Tenant shall make no structural alterations without Landlord's prior written consent.

14. FIRE OR CASUALTY DAMAGE. If the dwelling unit or premises are damaged or destroyed by fire or other casualty to the extent that enjoyment of the dwelling unit is substantially impaired, Tenant shall (i) immediately vacate the premises and notify Landlord within fourteen (14) days of Tenant's intention to terminate this Lease Agreement, in which case, this Lease Agreement shall terminate as of the date of vacating. If this Lease Agreement is terminated under the provisions of this paragraph, Landlord shall return to Tenant all prepaid rent and security recoverable under the Iowa Uniform Residential Landlord and Tenant Act. Accounting for rent in the event of termination or apportionment shall occur as of the date of the casualty.

15. NONPAYMENT OF RENT. In addition to Landlord's other remedies provided by law, and without prejudice thereto, if rent is unpaid when due, and Tenant fails to pay the rent within three (3) days after notice by Landlord of nonpayment and the Landlord's intention to terminate this Lease Agreement if the rent is not paid within that period of time, then Landlord may terminate this Lease Agreement.

16. PRESENT AND CONTINUING HABITABILITY. Tenant has inspected the property and fixtures, and acknowledges that they are in a reasonable and acceptable condition of habitability for their intended use, and that the rent agreed upon is fair and reasonable in this community for premises in their condition. In the event that the condition changes so that, in Tenant's opinion, the habitability and rental value of the premises are affected, then Tenant shall promptly give reasonable notice to Landlord.

17. NOTICES. Any notice, for which provision is made in this Lease Agreement, shall be in writing, and may be given by either party to the other, in addition to any other manner provided by law, in any of the following ways pursuant to the Iowa Uniform Residential Landlord and Tenant Act: Landlord shall serve notice on Tenant by one or more of the following methods, except as provided in Iowa Code Section 562A.29A:

1. Hand delivery to Tenant.
2. Delivery evidenced by an acknowledgment of delivery that is signed and dated by a resident of the dwelling unit who is at least eighteen years of age.
3. Personal service pursuant to Rule of Civil Procedure 1.305, Iowa Court Rules, for the personal service of original notice.
4. Mailing by both regular mail and certified mail to the address of the dwelling unit or to an address provided by Tenant for mailing.
5. Posting on the primary entrance door of the dwelling unit.
6. A method of providing notice that results in the notice actually being received by Tenant.

Tenant shall serve notice on Landlord by one or more of the following methods:

1. Hand delivery to Landlord or Landlord's agent.
2. Delivery evidenced by an acknowledgment of delivery that is signed and dated by Landlord or Landlord's agent.
3. Personal service pursuant to Rule of Civil Procedure 1.305, Iowa Court Rules, for the personal service of original notice.
4. Delivery to an employee or agent of Landlord at Landlord's business office.
5. Mailing by both regular mail and certified mail to the address of Landlord's business office or to an address designated by Landlord for mailing.
6. A method providing notice that results in the notice actually being received by Landlord.

For purposes hereof, the place for the payment of rental as provided in Paragraph 2 above, shall be the place designated by Landlord for the receipt of any such notice; and, unless otherwise provided herein, Landlord shall receive and receipt for all notices and demands upon the owner of the premises. Notice served by mail is deemed completed four days after the notice is deposited in the mail and postmarked for delivery, whether or not the recipient signs a receipt for the notice.

18. CONSTRUCTION. Words and phrases herein shall be construed as in the single or plural number, and as masculine, feminine or neuter gender, according to the context.

19. ENTIRE AGREEMENT. This writing, including any addendum attached hereto, constitutes the entire agreement between the parties hereto with respect to the subject matters hereof; and no statement, representation or promise with reference to this Lease Agreement, or the premises leased, or any repairs, alterations or improvements, or any change in the term of this Lease Agreement, shall be binding upon either of the parties unless in writing and signed by both Landlord and Tenant.

20. LEAD-BASED PAINT. If the dwelling unit was constructed before 1978, Tenant acknowledges that Landlord has delivered to Tenant copies of the form Disclosure of Information on Lead-Based Paint and/or Lead/Based Paint Hazards, and the EPA pamphlet Protect Your Family From Lead in Your Home.

21. CERTIFICATION. Tenant certifies that it is not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by any Executive Order or the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person" or any other banned or blocked person, entity, nation or transaction pursuant to any law, order, rule or regulation that is enforced or administered by the Office of Foreign Assets Control; and it is not engaged in this transaction, directly or indirectly on behalf of, or instigating or facilitating this transaction, directly or indirectly on behalf of, any such person, group, entity or nation. Tenant hereby agrees to defend, indemnify and hold harmless Landlord from and against any and all claims, damages, losses, risks, liabilities and expenses (including attorney's fees and costs) arising from or related to any breach of the foregoing certification.

22. TERMINATION. In addition to the termination rights under this Lease Agreement, Landlord and Tenant may terminate this Lease Agreement as provided by the Iowa Uniform Residential

Landlord and Tenant Act or as otherwise provided by law. Landlord and Tenant may mutually terminate this Lease Agreement at any time. Landlord or Tenant shall each have the right to unilaterally terminate this Lease Agreement for any reason upon 30 days' written notice of termination to the other party.

23. COMPLIANCE WITH LAW; PARTIAL INVALIDITY. Nothing contained in this Lease Agreement shall be construed as waiving any of Landlord's or Tenant's rights under the law. In all respects, the terms and provisions of this Lease Agreement are to be construed to comply with all requirements of the Iowa Uniform Residential Landlord and Tenant Act (IURLTA) and all applicable laws. If any term or provision of this Lease Agreement is determined to be invalid pursuant to IURLTA or other law, such invalid term or provision shall be severed from the contract, and the remainder of the contract shall continue in full force and effect as though the invalid term or provision was not contained herein. If any part of this Lease Agreement shall be in conflict with the law, the conflicting part shall be invalid and unenforceable to the extent that it is in conflict, but shall not invalidate this Lease Agreement or affect the validity or enforceability of any other provision of this Lease Agreement. Any term of this Lease Agreement that provides for any numerical amount that would be in conflict with a legal limitation amount shall be construed to be equal to the legal limitation amount.

24. RENTER'S INSURANCE. Tenant is advised and understands that the personal property of Tenant is not insured by the Landlord against any damage or loss. Tenant is advised to procure renter's insurance to protect the Tenant's property and for liability claims.

25. SMOKE DETECTORS. Tenant shall inspect the smoke detectors within three (3) days after taking possession of the dwelling unit. If such detector(s) are not working, Tenant shall notify Landlord promptly. Tenant shall be responsible for keeping smoke detector(s) in working order and with working batteries. Tenant shall not disable or alter such detectors.

Dated: 11/3/25

City of Clive, Landlord

By: Matt McQuillen, City Manager


James DeJaeye, Tenant

90-DAY NOTICE TO VACATE

Date: 10/28/2025

Project: Alice's Road Reconstruction

Property Address: 4120 Alices Rd, Clive, IA 50325

Property Owner / Occupant: James J. DeTaeye Revocable Trust

To: James DeTaeye

Address: 4120 Alices Rd

City, State, ZIP: Clive, Iowa, 50325

Mr. DeTaeye:

The City of Clive is acquiring your property as part of the above-referenced public improvement project. This letter serves as your official 90-day notice that you will be required to move from the property and vacate all buildings and improvements.

You will not be required to move earlier than 90 days from the date you receive this notice. A separate written notice will be provided to you at least 30 days prior to the final date by which you must move. **After purchasing your property, the City agrees to allow you to stay on the property via a lease with a termination date of June 30, 2026.**

If you are a displaced homeowner or tenant, you may be eligible for relocation assistance benefits in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (Uniform Act). These benefits may include:

- Assistance in finding and moving to a replacement dwelling
- Reimbursement of certain moving expenses
- Replacement housing payments (if eligible)

Your relocation contact for this project is:

Cody Fredericksen
Relocation Agent, Snyder & Associates, Inc.
On behalf of the City of Clive
2727 SW Snyder Blvd, Ankeny, IA 50023
515-357-2391
CFred@Snyder-Associates.com

Please contact me as soon as possible to discuss your moving plans and available relocation assistance. No one will be required to move without a comparable, decent, safe, and sanitary replacement dwelling available to you.

We understand that moving can be disruptive and appreciate your cooperation as we work through this process together.

Sincerely,

Cody Fredericksen
Cody Fredericksen
Relocation Agent
Snyder & Associates, Inc.
On behalf of the City of Clive

Acknowledgment of Receipt

I acknowledge receipt of this 90-Day Notice to Move on this date: 10/28/2025

Signature: [Signature]
Printed Name: JAMES J DETACHE
Date: 10/28/2025

The City of Clive, Iowa Relocation Assistance Approval Notice

This notice serves as official documentation of the relocation benefits approved for you in connection with the Alice's Rd Reconstruction project. The City of Clive, Iowa, in compliance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act (Uniform Act), has reviewed your eligibility and approved the following relocation benefits.

1. Project Information

Project Name: Alice's Road Reconstruction, Phase 4, PN 123.1396.01

Parcel No.: 83

Property Address: 4120 Alice's Rd, Clive, IA 50325

Displaced Occupant(s): James J Detaeye Revocable Trust, James Detaeye (trustee)



2. Approved Benefits Summary

	<u>Approved</u>	<u>Amount Approved</u>	<u>Notes</u>
Benefit Type			
Household Moving Expense	☐ Yes ☐ No	<u>\$4,795.03</u>	This is the maximum amount based off an estimate provided by Blue Cow Moving & storage. Payment will be released once final bill is received.
Landscaping Moving Expense	☐ Yes ☐ No	<u>\$3,680.80</u>	This is the maximum amount based off estimates from Escape Landscaping LLC.
Home Inspection	☐ Yes ☐ No	<u>\$560.00</u>	
Rental Assistance Payment	☐ Yes ☐ No	<u>\$_____</u>	
Down Payment Assistance	☐ Yes ☐ No	<u>\$_____</u>	
Price Differential Payment	☐ Yes ☐ No	<u>\$40,000.00</u>	Current available comparable properties attached.
Increased Mortgage Interest Payment	☐ Yes ☐ No	<u>\$_____</u>	
Incidental Expenses	☐ Yes ☐ No	<u>\$_____</u>	
Business/Farm/Nonprofit Expenses	☐ Yes ☐ No	<u>\$_____</u>	

Reestablishment Expenses ☐ Yes ☐ No \$ _____

Search Expenses ☐ Yes ☐ No \$ _____

Other (specify) ☐ Yes ☐ No \$ _____

3. Payment Information & Instructions

Payments for approved benefits will be issued by the City of Clive following the execution of required claim forms. Payments will be made by check unless otherwise noted. Please retain this notice for your records.

4. Decent, Safe, and Sanitary (DSS) Certification

Per attached homes

☒ DSS inspection completed on replacement property

☒ Meets DSS standards per 49 CFR Part 24

Inspector/Reviewer

Name: Cody Fredericksen

Signature: 

Date: 10/28/25

5. Signatures

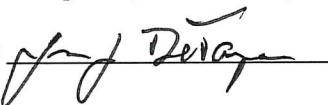
City of Clive Representative:

Signature: _____ Date: _____

Relocation Agent: Cody Fredericksen

Signature:  Date: 10/28/25

Displaced Occupant: James DeTaeye

Signature:  Date: 10/28/2025

[Back to search](#)[Save](#)[Share](#)[Hide](#)[More](#)[See all 30 photos](#)**Price cut: \$2.6K (10/24)****\$434,900**

4412 125th St, Urbandale, IA 50323

4

beds

3

baths

1,554

sqft

Est.: \$2,787/mo [Get pre-qualified](#)

Single Family Residence

Built in 2012

0.29 Acres Lot

\$-- Zestimate®

\$280/sqft

\$-- HOA

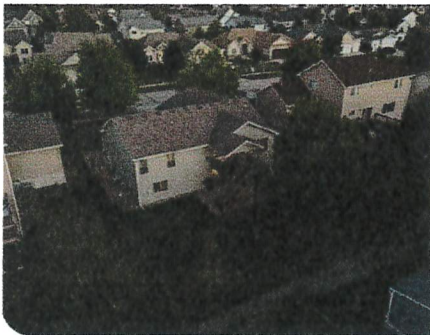
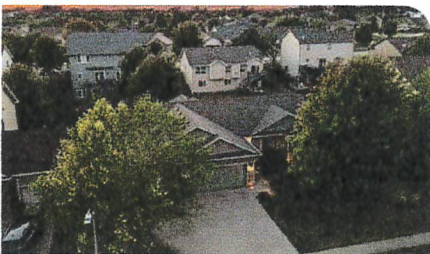
What's special

GAS FIREPLACE SCREENED-IN PORCH WALK-IN CLOSET HIGH-END APPLIANCES**GENEROUSLY SIZED PRIMARY BEDROOM BIG FRONT PORCH TRAY CEILING**https://www.zillow.com/homedetails/4412-125th-St-Urbandale-IA-50323/119368682_zpid/

[Back to search](#)



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[See all 34 photos](#)

\$449,900

4446 NW 164th St, Clive, IA 50325

5

beds

3

baths

1,515

sqft

Est.: **\$2,827/mo** [Get pre-qualified](#)

Single Family Residence

Built in 2011

9,583.2 Square Feet Lot

\$-- Zestimate®

\$297/sqft

\$-- HOA

What's special

- CUSTOM FIREPLACE
- COVERED DECK
- VAULTED CEILINGS
- GRANITE FINISHES
- CENTER ISLAND
- LANDSCAPED YARD
- CROWN-MOLDED CABINETRY

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More

[See all 24 photos](#)**Price cut: \$4.9K (10/13)****\$425,000**

4474 NW 165th St, Clive, IA 50325

3
beds**2**
baths**1,607**
sqft**Est.: \$2,724/mo** [Get pre-qualified](#)

Single Family Residence

Built in 2010

 10,576.37 Square Feet
Lot

\$422,100 Zestimate®

\$264/sqft

\$-- HOA

What's special

SECLUDED HOT TUB AREA

FIRST-FLOOR LAUNDRY

WALK-IN CLOSET

UPDATED KITCHEN



Memo

TO: Mayor and Council members

FROM: Elizabeth Hansen, Director of Administrative Services

DATE: November 13, 2025

RE: Resolution Approving Annual IDOT Street Financial Report

SYNOPSIS:

The Annual City Street Financial Report for FY25 is on the agenda for Council consideration. This report is a requirement of the IDOT that requires approval and submission by December 1, 2025.

The road use tax revenue received for FY25 was \$2,641,901 compared to \$2,627,800 last year. The budgeted number was based on a per capita forecast received from IDOT.

The road use tax fund expenses totaled \$2,771,366 compared to \$2,644,928 last year. The ending cash balance on June 30, 2025, was \$1,784,490. This is down slightly from the previous year, which ended at \$1,913,955.

The report's basic components are the financial reporting of revenue and expenses related to street maintenance, construction, administration, and debt. In addition, the state code requires reporting the final total cost of street projects and the cost of city equipment used for maintenance and/or construction work related to streets.

Your approval is recommended.

Attachments:

1. Resolution Approving FY25 Street Finance Report
2. FY25 Annual Street Finance Report

RESOLUTION NO. _____

RESOLUTION APPROVING ANNUAL IDOT CITY STREET FINANCIAL REPORT
FOR THE FISCAL YEAR ENDING JUNE 30, 2025

WHEREAS, the Department of Administrative Services has submitted to the City Council of the City of Clive the 2025 City Street Financial Report for the City of Clive, Iowa; AND

WHEREAS, upon review, the City Council finds that the funds for road purposes have been used for their intended purpose.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Clive, Iowa:

That the City Street Finance Report for the period of July 1, 2024, to June 30, 2025, is hereby approved and that the Director of Administrative Services is hereby authorized and directed to file said report with the Iowa Department of Transportation.

PASSED AND APPROVED THIS 13th day of November, 2025.

Matthew D. Graham, City Clerk

John Edwards, Mayor



Bureau of Local Systems

Ames, IA 50010

City Street Finance Report

Fiscal Year 2025

Clive

10/30/2025 8:49:35 AM

Expenses

	General Fund Streets (001)	Road Use (110)	Other Special Revenues	Debt Service (200)	Capital Projects (300)	Utilities (600 & U0)	Grand Total
Salaries - Roads/Streets	\$507,859	\$764,767				\$373,689	\$1,646,315
Benefits - Roads/Streets	\$75,270	\$270,990	\$85,396			\$113,672	\$545,328
Training & Dues	\$17,620	\$7,907				\$8,253	\$33,780
Building & Grounds Maint. & Repair		\$2,698				\$2,673	\$5,371
Vehicle & Office Equip Operation and Repair	\$2,200	\$58,243				\$56,901	\$117,344
Operational Equipment Repair		\$6,710					\$6,710
Other Utilities	\$1,450	\$850				\$50	\$2,350
Engineering	\$564	\$55,936				\$26,530	\$83,030
Payments to othe agencies		\$16,448				\$8,468	\$24,916
Printing	\$200						\$200
Rents & Leases		\$165				\$281	\$446
Street Maintenance Expense		\$111,872					\$111,872
Other Contract Services	\$2,605	\$93,605				\$7,696	\$103,906
Minor Equipment Purchases	\$2,440	\$24,788				\$5,305	\$32,533
Office Supplies	\$1,948						\$1,948
Postage & Safety	\$1,027						\$1,027
Other Supplies	\$482	\$73,376				\$4,951	\$78,809



Bureau of Local Systems
Ames, IA 50010

City Street Finance Report

Fiscal Year 2025

Clive

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	General Fund Streets (001)	Road Use (110)	Other Special Revenues	Debt Service (200)	Capital Projects (300)	Utilities (600 & U0)	Grand Total
Vehicles					\$80,304		\$80,304
Other Capital Equipment					\$188,522		\$188,522
Storm Drainage					\$892,527		\$892,527
Street - New Roadway					\$1,047,180		\$1,047,180
Street - Capacity Improvement						\$10,760	\$10,760
Street - Preservation					\$5,894,143		\$5,894,143
Street - Safety/ Environment					\$134,488		\$134,488
Principal Payment				\$1,310,656			\$1,310,656
Interest Payment				\$481,059			\$481,059
Bond Registration Fees				\$3,321			\$3,321
Transfer Out		\$1,093,731					\$1,093,731
Street Lighting	\$206,163						\$206,163
Traffic Control/Safety	\$191,950						\$191,950
Snow Removal		\$57,933					\$57,933
Highway Engineering	\$950,705		\$53,583				\$1,004,288
Depreciation & Building Utilities		\$17,177					\$17,177
Snow Removal Salaries		\$76,190					\$76,190
Snow Removal Benefits		\$37,980					\$37,980
Total	\$1,962,483	\$2,771,366	\$138,979	\$1,795,036	\$8,237,164	\$619,229	\$15,524,257



City Street Finance Report

Fiscal Year 2025

Bureau of Local Systems

Clive

Ames, IA 50010

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Revenue

	General Fund Streets (001)	Road Use (110)	Other Special Revenues	Debt Service (200)	Capital Projects (300)	Utilities (600 & U0)	Grand Total
Levied on Property	\$1,462,145		\$85,396	\$1,795,036			\$3,342,577
State Revenues - Road Use Taxes		\$2,641,701					\$2,641,701
Other State Grants - IDOT					\$400,000		\$400,000
Local Contributions					\$1,793,983		\$1,793,983
Charges/fees						\$279,419	\$279,419
Contributions		\$200			\$361,006		\$361,206
Proceeds from Debt					\$6,574,189		\$6,574,189
Transfer In	\$500,338		\$53,583		\$200,000	\$339,810	\$1,093,731
Total	\$1,962,483	\$2,641,901	\$138,979	\$1,795,036	\$9,329,178	\$619,229	\$16,486,806



Bureau of Local Systems

Ames, IA 50010

City Street Finance Report

Fiscal Year 2025

Clive

10/30/2025 8:49:35 AM

Bonds/Loans

Bond/Loan Description	Principal Balance As of 7/1	Total Principal Paid	Total Interest Paid	Principal Roads	Interest Roads	Principal Balance As of 6/30
2017	\$375,000	\$185,000	\$7,783	\$96,200	\$4,047	\$190,000
2019A	\$1,395,000	\$360,000	\$55,975	\$90,000	\$13,994	\$1,035,000
2019C	\$1,775,000	\$230,000	\$49,800	\$230,000	\$49,800	\$1,545,000
2022A	\$3,125,000	\$365,000	\$139,750	\$328,500	\$125,775	\$2,760,000
2016	\$210,000	\$210,000	\$3,990	\$115,500	\$2,195	\$0
2020A	\$1,145,000	\$170,000	\$48,950	\$100,300	\$28,881	\$975,000
2023A	\$3,555,000	\$315,000	\$177,750	\$102,558	\$57,872	\$3,240,000
2024A	\$5,105,000	\$315,000	\$260,922	\$78,590	\$65,098	\$4,790,000
2023B	\$4,735,000	\$215,000	\$236,425	\$56,758	\$62,414	\$4,520,000
2021C	\$8,075,000	\$300,000	\$223,244	\$36,806	\$27,389	\$7,775,000
2024B	\$3,380,000	\$150,000	\$86,680	\$75,444	\$43,596	\$3,230,000
2025A	\$5,570,000	\$0	\$0	\$0	\$0	\$5,570,000
Total	\$38,445,000	\$2,815,000	\$1,291,269	\$1,310,656	\$481,061	\$35,630,000



City Street Finance Report

Fiscal Year 2025

Bureau of Local Systems

Clive

Ames, IA 50010

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Equipment

Description	Model Year	Usage Type	Cost	Purchased Status
Ram 3500 Pickup	2018	Purchased	\$26,651	No Change
Dump Truck/ Sander	2019	Purchased	\$187,232	No Change
Ford F250 Pickup	2020	Purchased	\$30,901	No Change
Dump Truck/ Sander	2020	Purchased	\$192,304	No Change
Ram 1500 Pickup	2020	Purchased	\$25,684	No Change
Paint Striper	2018	Purchased	\$12,185	No Change
Dump Truck/ Sander	2018	Purchased	\$184,000	No Change
Rubber Tire Backhoe	2018	Purchased	\$100,000	No Change
Dump Truck/ Sander	2016	Purchased	\$182,914	No Change
Variable Message Sign	2016	Purchased	\$13,344	No Change
Variable Message Sign	2015	Purchased	\$13,594	No Change
Dump Truck/ Sander	2016	Purchased	\$179,400	Sold
Explorer 4X4	2016	Purchased	\$27,000	Sold
Dump Truck/ Sander	2014	Purchased	\$180,000	Sold
Rubber Tire Backhoe (PW)	2014	Purchased	\$93,400	Sold
Case Wheel Loader	2013	Purchased	\$134,420	Sold
Champion Grader	1998	Purchased	\$70,000	No Change
Tractor w/ Rear Blade	1999	Purchased	\$51,900	No Change
Rubber Track Excavator	2016	Purchased	\$89,362	No Change
Joint & Crack Sealer	2013	Purchased	\$36,450	No Change
Full Depth Concrete Saw	2013	Purchased	\$20,995	No Change



City Street Finance Report

Fiscal Year 2025

Bureau of Local Systems

Clive

Ames, IA 50010

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Description	Model Year	Usage Type	Cost	Purchased Status
Tractor/ Brush Hog Mower	2006	Purchased	\$44,386	No Change
International Dump Truck HV507	2022	Purchased	\$207,613	No Change
Street Sweeper	2016	Purchased	\$261,000	Sold
Jeep Compass SUV	2021	Purchased	\$22,544	No Change
Ram 3500 Pickup	2021	Purchased	\$30,639	No Change
F550 Boom Truck	2020	Purchased	\$134,773	No Change
Dump Truck/ Sander	2021	Purchased	\$206,063	No Change
Skid Loader	2016	Purchased	\$41,240	No Change
Rubber Tire Backhoe (Parks Dept)	2007	Purchased	\$79,900	Sold
International Dump Truck HV507	2024	Purchased	\$234,983	No Change
Ford F250	2023	Purchased	\$46,288	No Change
Ford F250	2023	Purchased	\$46,288	No Change
Ford Ranger	2022	Purchased	\$35,850	No Change
Ford Explorer SUV	2025	Purchased	\$45,609	New
Ford Explorer SUV	2025	Purchased	\$45,609	New
International Jet/Vac Truck	2025	Purchased	\$676,315	New
Freightliner Streetsweeper	2023	Purchased	\$330,329	New



Bureau of Local Systems
Ames, IA 50010

City Street Finance Report

Fiscal Year 2025

Clive

10/30/2025 8:49:35 AM

Street Projects

Project Description	Contract Price	Final Price	Contractor Name
---------------------	----------------	-------------	-----------------



Bureau of Local Systems

Ames, IA 50010

City Street Finance Report

Fiscal Year 2025

Clive

10/30/2025 8:49:35 AM

Summary

	General Fund Streets (001)	Road Use (110)	Other Special Revenues	Debt Service (200)	Capital Projects (300)	Utilities (600 & U0)	Grand Total
Begining Balance	\$0	\$1,913,955	\$104,204	\$0	\$797,118	\$0	\$2,815,277
SubTotal Expenses (-)	\$1,962,483	\$1,677,635	\$138,979	\$1,795,036	\$8,237,164	\$619,229	\$14,430,526
Transfers Out (-)		\$1,093,731					\$1,093,731
Subtotal Revenues (+)	\$1,462,145	\$2,641,901	\$85,396	\$1,795,036	\$9,129,178	\$279,419	\$15,393,075
Transfers In (+)	\$500,338		\$53,583		\$200,000	\$339,810	\$1,093,731
Ending Balance	\$0	\$1,784,490	\$104,204	\$0	\$1,889,132	\$0	\$3,777,826

Resolution Number:

Execution Date:

Signature:



Memo

TO: Mayor and Council members

FROM: Elizabeth Hansen, Director of Administrative Services

DATE: November 13, 2025

RE: Resolution Approving the State of Iowa FY2025 Annual Financial Report

SYNOPSIS:

The Office of the Auditor of State recommends the Annual Financial Report (AFR) be presented for Council approval. It is required to be published and will be in the Des Moines Register on November 5, 2025. The other requirement is submission to the State Auditor's Office along with proof of publication by December 1.

The AFR measures the city's budgetary compliance. The state-mandated legal level of control, the budget detail level at which actual expenditures cannot exceed the authorized appropriations, is the program level. The program level is generally not fund-specific but typically made up of multiple funds or portions of funds. Under the state's regulations, there are nine programs: public safety, public works, health and social services, culture and recreation, community and economic development, general government, debt service, capital projects, and business-type activities.

The City's expenditures for the year ended June 30, 2025, were within the authorized appropriations for all nine of the programs. Your approval is recommended.

Attachments:

1. Resolution Approving the FY 2025 Annual Finance Report
2. FY25 Annual Finance Report

RESOLUTION NO. _____

RESOLUTION OF THE CITY OF CLIVE'S STATE OF IOWA 2025 FINANCIAL
REPORT, DIRECTING THE DIRECTOR OF ADMINISTRATIVE SERVICES FOR
THE CITY OF CLIVE TO FILE THE REPORT WITH THE AUDITOR OF STATE

WHEREAS, the Department of Administrative Services has submitted to the City Council of the City of Clive, the State of Iowa 2025 Finance Report for the City of Clive, Iowa; and

WHEREAS, the report shows total Revenues in the amount of \$84,303,661 and total Expenditures of \$59,779,633 with an ending Fund Balance of \$78,394,381; and

WHEREAS, the report was published in the Des Moines Register on November XX, 2025;

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Clive, Iowa:

That the City of Clive, Iowa, hereby approves the State of Iowa 2025 Financial Report and directs the Director of Administrative Services to submit it to the Auditor of State, this 13th day of November 2025.

PASSED AND APPROVED THIS 13th day of November, 2025.

Matthew D. Graham, City Clerk

John Edwards, Mayor

**STATE OF IOWA
2025
FINANCIAL REPORT
FISCAL YEAR ENDED
JUNE 30, 2025
CITY OF CLIVE, IOWA
DUE: December 1, 2025**

16207750100000
CITY OF CLIVE
1900 NW 114th Street
CLIVE IA 50325-7077
POPULATION: 18601

NOTE - The information supplied in this report will be shared by the Iowa State Auditor's Office, the U.S. Census Bureau, various public interest groups, and State and federal agencies.

ALL FUNDS

	Governmental (a)	Proprietary (b)	Total Actual (c)	Budget (d)
Revenues and Other Financing Sources				
Taxes Levied on Property	18,797,969		18,797,969	18,790,077
Less: Uncollected Property Taxes-Levy Year	0		0	0
Net Current Property Taxes	18,797,969		18,797,969	18,790,077
Delinquent Property Taxes	0		0	0
TIF Revenues	1,854,404		1,854,404	2,004,220
Other City Taxes	6,368,539	0	6,368,539	6,321,181
Licenses and Permits	552,424	0	552,424	429,300
Use of Money and Property	2,726,038	924,476	3,650,514	3,149,163
Intergovernmental	3,900,084	0	3,900,084	3,379,670
Charges for Fees and Service	2,884,621	11,503,288	14,387,909	15,982,454
Special Assessments	0	0	0	0
Miscellaneous	3,258,629	991,144	4,249,773	3,180,846
Other Financing Sources	9,429,311	0	9,429,311	4,480,000
Transfers In	19,193,804	1,918,930	21,112,734	21,512,065
Total Revenues and Other Sources	68,965,823	15,337,838	84,303,661	79,228,976
Expenditures and Other Financing Uses				
Public Safety	10,704,558		10,704,558	11,010,062
Public Works	5,078,813		5,078,813	5,539,824
Health and Social Services	16,090		16,090	37,580
Culture and Recreation	5,435,559		5,435,559	5,972,668
Community and Economic Development	1,520,348		1,520,348	1,605,149
General Government	4,223,506		4,223,506	4,858,828
Debt Service	5,736,496		5,736,496	5,773,397
Capital Projects	17,060,018		17,060,018	36,657,500
Total Governmental Activities Expenditures	49,775,388	0	49,775,388	71,455,008
BUSINESS TYPE ACTIVITIES		10,004,245	10,004,245	10,835,973
Total All Expenditures	49,775,388	10,004,245	59,779,633	82,290,981
Other Financing Uses	0	0	0	
Transfers Out	16,001,341	5,111,393	21,112,734	21,512,065
Total All Expenditures/and Other Financing Uses	65,776,729	15,115,638	80,892,367	103,803,046
Excess Revenues and Other Sources Over (Under) Expenditures/and Other Financing Uses	3,189,094	222,200	3,411,294	-24,574,070
Beginning Fund Balance July 1, 2024	56,259,670	18,723,417	74,983,087	56,466,961
Ending Fund Balance June 30, 2025	59,448,764	18,945,617	78,394,381	31,892,891

NOTE - These balances do not include the following, which were not budgeted and are not available for city operations:

Non-budgeted Internal Service Funds	Pension Trust Funds
Private Purpose Trust Funds	Agency Funds

Indebtedness at June 30, 2025	Amount	Indebtedness at June 30, 2025	Amount
General Obligation Debt	20,730,000	Other Long-Term Debt	707,501
Revenue Debt	0	Short-Term Debt	0
TIF Revenue Debt	28,540,000		
		General Obligation Debt Limit	177,490,364

CERTIFICATION

The forgoing report is correct to the best of my knowledge and belief

	Publication
Signature of Preparer	
Printed name of Preparer	Phone Number
	Date Signed
Signature of Mayor or Mayor Pro Tem (Name and Title)	

PLEASE PUBLISH THIS PAGE ONLY

REVENUE P2

CITY OF CLIVE
REVENUE AND OTHER FINANCING SOURCES FOR YEAR ENDED JUNE 30, 2025

NON-GAAP/CASH BASIS

Item Description		General (a)	Special Revenue (b)	TIF Special Revenue (c)	Debt Service (d)	Capital Projects (e)	Permanent (f)	Total Governmental (Sum of (a) through (f)) (g)	Proprietary (h)	Grand Total (Sum of (g) and (h)) (i)	
Section A - Taxes	1										1
Taxes levied on property	2	13,210,360	2,708,365		2,879,244			18,797,969		18,797,969	2
Less: Uncollected Property Taxes - Levy Year	3							0		0	3
Net Current Property Taxes	4	13,210,360	2,708,365		2,879,244	0	0	18,797,969		18,797,969	4
Delinquent Property Taxes	5							0		0	5
Total Property Tax	6	13,210,360	2,708,365		2,879,244	0	0	18,797,969		18,797,969	6
TIF Revenues	7			1,854,404				1,854,404		1,854,404	7
Other City Taxes											
Utility Tax Replacement Excise Taxes	8							0		0	8
Utility Franchise Tax (Chapter 364.2, Code of Iowa)	9	1,277,410						1,277,410		1,277,410	9
Parimutuel Wager Tax	10							0		0	10
Gaming Wager Tax	11							0		0	11
Mobile Home Tax	12							0		0	12
Hotel / Motel Tax	13	988,821						988,821		988,821	13
Other Local Option Taxes	14		4,102,308					4,102,308		4,102,308	14
Total Other City Taxes	15	2,266,231	4,102,308		0	0	0	6,368,539	0	6,368,539	15
Section B - Licenses and Permits	16	552,424						552,424		552,424	16
Section C - Use of Money and Property	17										17
Interest	18	636,467		53,769	132,365	1,732,151		2,554,752	924,476	3,479,228	18
Rents and Royalties	19	171,286						171,286		171,286	19
Other Miscellaneous Use of Money and Property	20							0		0	20
	21							0		0	21
Total Use of Money and Property	22	807,753	0	53,769	132,365	1,732,151	0	2,726,038	924,476	3,650,514	22
Section D - Intergovernmental	24										24
Federal Grants and Reimbursements	26										26
Federal Grants	27					133,531		133,531		133,531	27
Community Development Block Grants	28							0		0	28
Housing and Urban Development	29							0		0	29
Public Assistance Grants	30							0		0	30
Payment in Lieu of Taxes	31	25,083						25,083		25,083	31
	32							0		0	32
Total Federal Grants and Reimbursements	33	25,083	0		0	133,531	0	158,614	0	158,614	33

REVENUE P3

CITY OF CLIVE
REVENUE AND OTHER FINANCING SOURCES FOR YEAR ENDED JUNE 30, 2025

NON-GAAP/CASH BASIS

Item Description		General (a)	Special Revenue (b)	TIF Special Revenue (c)	Debt Service (d)	Capital Projects (e)	Permanent (f)	Total Governmental (Sum of (a) through (f)) (g)	Proprietary (h)	Grand Total (Sum of (g) and (h)) (i)	
Section D - Intergovernmental - Continued	41										41
State Shared Revenues	43										43
Road Use Taxes	44		2,641,900					2,641,900		2,641,900	44
Other state grants and reimbursements	48										48
State grants	49	24,239	29,995			17,804		72,038		72,038	49
Iowa Department of Transportation	50					475,000		475,000		475,000	50
Iowa Department of Natural Resources	51							0		0	51
Iowa Economic Development Authority	52							0		0	52
CEBA grants	53							0		0	53
C&I Replacement and Tier I Business Tax Replacement	54	338,449	110,532		68,944			517,925		517,925	54
	55							0		0	55
	56							0		0	56
	57							0		0	57
	58							0		0	58
	59							0		0	59
Total State	60	362,688	2,782,427	0	68,944	492,804	0	3,706,863	0	3,706,863	60
Local Grants and Reimbursements											
County Contributions	63	1,316						1,316		1,316	63
Library Service	64	33,291						33,291		33,291	64
Township Contributions	65							0		0	65
Fire/EMT Service	66							0		0	66
	67							0		0	67
	68							0		0	68
	69							0		0	69
Total Local Grants and Reimbursements	70	34,607	0	0	0	0	0	34,607	0	34,607	70
Total Intergovernmental (Sum of lines 33, 60, and 70)	71	422,378	2,782,427	0	68,944	626,335	0	3,900,084	0	3,900,084	71
Section E -Charges for Fees and Service	72										72
Water	73							0	5,935,825	5,935,825	73
Sewer	74							0	3,775,518	3,775,518	74
Electric	75							0		0	75
Gas	76							0		0	76
Parking	77							0		0	77
Airport	78							0		0	78
Landfill/garbage	79	1,246,050						1,246,050		1,246,050	79
Hospital	80							0		0	80

CITY OF CLIVE
REVENUE AND OTHER FINANCING SOURCES FOR YEAR ENDED JUNE 30, 2025

NON-GAAP/CASH BASIS

Item Description		General (a)	Special Revenue (b)	TIF Special Revenue (c)	Debt Service (d)	Capital Projects (e)	Permanent (f)	Total Governmental (Sum of (a) through (f)) (g)	Proprietary (h)	Grand Total (Sum of (g) and (h)) (i)	
Section E - Charges for Fees and Service - Continued	81										81
Transit	82							0		0	82
Cable TV	83							0		0	83
Internet	84							0		0	84
Telephone	85							0		0	85
Housing Authority	86							0		0	86
Storm Water	87							0	1,791,945	1,791,945	87
Other:	88										88
Nursing Home	89							0		0	89
Police Service Fees	90	9,111	11,848					20,959		20,959	90
Prisoner Care	91							0		0	91
Fire Service Charges	92	10,010						10,010		10,010	92
Ambulance Charges	93	499,221						499,221		499,221	93
Sidewalk Street Repair Charges	94							0		0	94
Housing and Urban Renewal Charges	95	27,625						27,625		27,625	95
River Port and Terminal Fees	96							0		0	96
Public Scales	97							0		0	97
Cemetery Charges	98							0		0	98
Library Charges	99	6,792						6,792		6,792	99
Park, Recreation, and Cultural Charges	100	1,059,386						1,059,386		1,059,386	100
Animal Control Charges	101							0		0	101
Public Works Fees	102	14,578						14,578		14,578	102
	103							0		0	103
Total Charges for Service	104	2,872,773	11,848	0	0	0	0	2,884,621	11,503,288	14,387,909	104
Section F - Special Assessments	106							0		0	106
Section G - Miscellaneous	107										107
Contributions	108	14,400	9,393			183,602		207,395		207,395	108
Deposits and Sales/Fuel Tax Refunds	109	23,527						23,527		23,527	109
Sale of Property and Merchandise	110	4,665						4,665	317,732	322,397	110
Fines	111	34,800						34,800		34,800	111
Internal Service Charges	112							0		0	112
Sales Tax Collected	113	45,072						45,072	433,754	478,826	113
Reimbursements & Refunds	114	665,652	108,529			2,168,989		2,943,170	239,658	3,182,828	114
	115							0		0	115
	116							0		0	116
	117							0		0	117
	118							0		0	118
	119							0		0	119
Total Miscellaneous	120	788,116	117,922	0	0	2,352,591	0	3,258,629	991,144	4,249,773	120

CITY OF CLIVE
REVENUE AND OTHER FINANCING SOURCES FOR YEAR ENDED JUNE 30, 2025

NON-GAAP/CASH BASIS

Item Description		General (a)	Special Revenue (b)	TIF Special Revenue (c)	Debt Service (d)	Capital Projects (e)	Permanent (f)	Total Governmental (Sum of (a) through (f)) (g)	Proprietary (h)	Grand Total (Sum of (g) and (h)) (i)	
Total All Revenues (Sum of lines 6, 7, 15,16,22, 71, 104, 106, and 120)	121	20,920,035	9,722,870	1,908,173	3,080,553	4,711,077	0	40,342,708	13,418,908	53,761,616	121
Section H - Other Financing Sources	123										123
Proceeds of capital asset sales	124							0		0	124
Proceeds of long-term debt (Excluding TIF internal borrowing)	125	87,059				9,342,252		9,429,311		9,429,311	125
Proceeds of anticipatory warrants or other short-term debt	126							0		0	126
Regular transfers in and interfund loans	127	5,801,452	336,357		816,804	10,982,922		17,937,535	1,918,930	19,856,465	127
Internal TIF loans and transfers in	128			15,143	1,241,126			1,256,269		1,256,269	128
	129							0		0	129
	130							0		0	130
Total Other Financing Sources	131	5,888,511	336,357	15,143	2,057,930	20,325,174	0	28,623,115	1,918,930	30,542,045	131
Total Revenues Except for Beginning Balances (Sum of lines 121 and 131)	132	26,808,546	10,059,227	1,923,316	5,138,483	25,036,251	0	68,965,823	15,337,838	84,303,661	132
Beginning Fund Balance July 1, 2024	134	12,188,989	5,846,891	270,372	1,583,900	36,369,518		56,259,670	18,723,417	74,983,087	134
Total Revenues and Other Financing Sources (Sum of lines 132 and 134)	136	38,997,535	15,906,118	2,193,688	6,722,383	61,405,769	0	125,225,493	34,061,255	159,286,748	136

EXPENDITURES P6

CITY OF CLIVE
EXPENDITURES AND OTHER FINANCING USES FOR FISCAL YEAR ENDED JUNE 30, 2025

NON-GAAP/CASH BASIS

Item Description	Line	General (a)	Special Revenue (b)	TIF Special Revenue (c)	Debt Service (d)	Capital Projects (e)	Permanent (f)	Total Governmental (Sum of cols. (a) through (f)) (g)	Proprietary (h)	Grand Total (Sum of col. (g)) (i)	Line
Section A - Public Safety	1										1
Police Department/Crime Prevention	2	4,635,128	1,075,249					5,710,377		5,710,377	2
Jail	3							0		0	3
Emergency Management	4							0		0	4
Flood control	5							0		0	5
Fire Department	6	2,348,587	113,811					2,462,398		2,462,398	6
Ambulance	7	2,229,691	274,090					2,503,781		2,503,781	7
Building Inspections	8							0		0	8
Miscellaneous Protective Services	9							0		0	9
Animal Control	10	16,468						16,468		16,468	10
Other Public Safety	11	11,534						11,534		11,534	11
	12							0		0	12
	13							0		0	13
Total Public Safety	14	9,241,408	1,463,150		0	0	0	10,704,558		10,704,558	14
Section B - Public Works	15										15
Roads, Bridges, Sidewalks	16	617,239	1,818,131					2,435,370		2,435,370	16
Parking Meter and Off-Street	17							0		0	17
Street Lighting	18	206,163	678					206,841		206,841	18
Traffic Control Safety	19	191,950						191,950		191,950	19
Snow Removal	20							0		0	20
Highway Engineering	21	951,238	112,828					1,064,066		1,064,066	21
Street Cleaning	22							0		0	22
Airport (if not an enterprise)	23							0		0	23
Garbage (if not an enterprise)	24	1,180,586						1,180,586		1,180,586	24
Other Public Works	25							0		0	25
	26							0		0	26
	27							0		0	27
Total Public Works	28	3,147,176	1,931,637		0	0	0	5,078,813		5,078,813	28
Section C - Health and Social Services	29										29
Welfare Assistance	30							0		0	30
City Hospital	31							0		0	31
Payments to Private Hospitals	32							0		0	32
Health Regulation and Inspections	33							0		0	33
Water, Air, and Mosquito Control	34	10,450						10,450		10,450	34
Community Mental Health	35							0		0	35
Other Health and Social Services	36	5,640						5,640		5,640	36
	37							0		0	37
	38							0		0	38
Total Health and Social Services	39	16,090	0		0	0	0	16,090		16,090	39
Section D - Culture and Recreation	40										40
Library Services	41	1,019,919	115,235					1,135,154		1,135,154	41
Museum, Band, Theater	42	558,093						558,093		558,093	42
Parks	43	1,653,706	201,499					1,855,205		1,855,205	43
Recreation	44	818,785	67,552					886,337		886,337	44
Cemetery	45							0		0	45
Community Center, Zoo, Marina, and Auditorium	46	197,088	2,925					200,013		200,013	46
Other Culture and Recreation	47	791,933	8,824					800,757		800,757	47
	48							0		0	48
	49							0		0	49
Total Culture and Recreation	50	5,039,524	396,035		0	0	0	5,435,559		5,435,559	50

EXPENDITURES P7

CITY OF CLIVE
EXPENDITURES AND OTHER FINANCING USES FOR FISCAL YEAR ENDED JUNE 30, 2025 -- Continued

NON-GAAP/CASH BASIS

Item description	Line	General (a)	Special Revenue (b)	TIF Special Revenue (c)	Debt Service (d)	Capital Projects (e)	Permanent (f)	Total Governmental (Sum of cols. (a) through (f)) (g)	Proprietary (h)	Grand Total (Sum of col. (g)) (i)	Line
Section E - Community and Economic Development	51										51
Community beautification	52							0		0	52
Economic development	53							0		0	53
Housing and urban renewal	54	355,182	60,143					415,325		415,325	54
Planning and zoning	55	558,132	74,431					632,563		632,563	55
Other community and economic development	56	104,952	22,673					127,625		127,625	56
TIF Rebates	57			344,835				344,835		344,835	57
	58							0		0	58
Total Community and Economic Development	59	1,018,266	157,247	344,835	0	0	0	1,520,348		1,520,348	59
Section F - General Government	60										60
Mayor, Council and City Manager	61	704,304	56,795					761,099		761,099	61
Clerk, Treasurer, Financial Administration	62	1,247,996	526,579					1,774,575		1,774,575	62
Elections	63							0		0	63
Legal Services and City Attorney	64	71,346						71,346		71,346	64
City Hall and General Buildings	65	380,273	29,547					409,820		409,820	65
Tort Liability	66							0		0	66
Other General Government	67	1,033,466	173,200					1,206,666		1,206,666	67
	68							0		0	68
	69							0		0	69
Total General Government	70	3,437,385	786,121		0	0	0	4,223,506		4,223,506	70
Section G - Debt Service	71				5,736,496			5,736,496		5,736,496	71
	72							0		0	72
	73							0		0	73
Total Debt Service	74	0	0	0	5,736,496	0	0	5,736,496		5,736,496	74
Section H - Regular Capital Projects - Specify	75										75
	76					13,350,992		13,350,992		13,350,992	76
	77							0		0	77
Subtotal Regular Capital Projects	78	0	0		0	13,350,992	0	13,350,992		13,350,992	78
TIF Capital Projects - Specify	79										79
	80					3,709,026		3,709,026		3,709,026	80
	81							0		0	81
Subtotal TIF Capital Projects	82	0	0		0	3,709,026	0	3,709,026		3,709,026	82
Total Capital Projects	83	0	0		0	17,060,018	0	17,060,018		17,060,018	83
Total Governmental Activities Expenditures	84	21,899,849	4,734,190	344,835	5,736,496	17,060,018	0	49,775,388		49,775,388	84
(Sum of lines 14, 28, 39, 50, 59, 70, 74, 83)	85										85

TIF Rebates are expended out of the TIF Special Revenue Fund within the Community and Economic Development program's activity "Other"

EXPENDITURES P8

CITY OF CLIVE
EXPENDITURES AND OTHER FINANCING USES FOR FISCAL YEAR ENDED JUNE 30, 2025 -- Continued

NON-GAAP/CASH BASIS

Item description	Line	General (a)	Special Revenue (b)	TIF Special Revenue (c)	Debt Service (d)	Capital Projects (e)	Permanent (f)	Total Governmental (Sum of cols. (a) through (f)) (g)	Proprietary (h)	Grand Total (Sum of col. (g)) (i)	Line
Section I - Business Type Activities	87										87
Water - Current Operation	88								4,226,063	4,226,063	88
Capital Outlay	89								145,389	145,389	89
Debt Service	90									0	90
Sewer and Sewage Disposal - Current Operation	91								2,462,524	2,462,524	91
Capital Outlay	92									0	92
Debt Service	93									0	93
Electric - Current Operation	94									0	94
Capital Outlay	95									0	95
Debt Service	96									0	96
Gas Utility - Current Operation	97									0	97
Capital Outlay	98									0	98
Debt Service	99									0	99
Parking - Current Operation	100									0	100
Capital Outlay	101									0	101
Debt Service	102									0	102
Airport - Current Operation	103									0	103
Capital Outlay	104									0	104
Debt Service	105									0	105
Landfill/Garbage - Current operation	106									0	106
Capital Outlay	107									0	107
Debt Service	108									0	108
Hospital - Current Operation	109									0	109
Capital Outlay	110									0	110
Debt Service	111									0	111
Transit - Current Operation	112									0	112
Capital Outlay	113									0	113
Debt Service	114									0	114
Cable TV, Telephone, Internet - Current Operation	115									0	115
Capital Outlay	116									0	116
Housing Authority - Current Operation	117									0	117
Capital Outlay	118									0	118
Debt Service	119									0	119
Storm Water - Current Operation	120								776,994	776,994	120
Capital Outlay	121									0	121
Debt Service	122									0	122
Other Business Type - Current Operation	123									0	123
Capital Outlay	124									0	124
Debt Service	125									0	125
Internal Service Funds - Specify	126										126
Vehicle/Equipment	127								1,924,419	1,924,419	127
Property/Liability Insurance	128								468,856	468,856	128
Total Business Type Activities	129								10,004,245	10,004,245	129

EXPENDITURES P9

CITY OF CLIVE
EXPENDITURES AND OTHER FINANCING USES FOR FISCAL YEAR ENDED JUNE 30, 2025 -- Continued

NON-GAAP/CASH BASIS

Item description	Line	General (a)	Special Revenue (b)	TIF Special Revenue (c)	Debt Service (d)	Capital Projects (e)	Permanent (f)	Total Governmental (Sum of cols. (a) through (f)) (g)	Proprietary (h)	Grand Total (Sum of col. (g)) (i)	Line
Subtotal Expenditures (Sum of lines 84 and 129)	130	21,899,849	4,734,190	344,835	5,736,496	17,060,018	0	49,775,388	10,004,245	59,779,633	130
Section J - Other Financing Uses Including Transfers Out	131										131
Regular transfers out	132	6,032,355	5,021,571			3,691,146		14,745,072	5,111,393	19,856,465	132
Internal TIF loans/repayments and transfers out	133			1,256,269				1,256,269		1,256,269	133
	134							0		0	134
Total Other Financing Uses	135	6,032,355	5,021,571	1,256,269	0	3,691,146	0	16,001,341	5,111,393	21,112,734	135
Total Expenditures and Other Financing Uses (Sum of lines 130 and 135)	136	27,932,204	9,755,761	1,601,104	5,736,496	20,751,164	0	65,776,729	15,115,638	80,892,367	136
	137										137
Ending fund balance June 30, :	138										138
Governmental:	139										139
Nonspendable	140							0		0	140
Restricted	141		6,150,357	592,584	985,887	40,654,605		48,383,433		48,383,433	141
Committed	142							0		0	142
Assigned	143	21,102						21,102		21,102	143
Unassigned	144	11,044,229						11,044,229		11,044,229	144
Total Governmental	145	11,065,331	6,150,357	592,584	985,887	40,654,605	0	59,448,764		59,448,764	145
Proprietary	146								18,945,617	18,945,617	146
Total Ending Fund Balance June 30,	147	11,065,331	6,150,357	592,584	985,887	40,654,605	0	59,448,764	18,945,617	78,394,381	147
Total Requirements (Sum of lines 136 and 147)	148	38,997,535	15,906,118	2,193,688	6,722,383	61,405,769	0	125,225,493	34,061,255	159,286,748	148

OTHER P10

Part III Intergovernmental Expenditures

Please report below expenditures made to the State or to other local governments on a reimbursement or cost sharing basis. Include these expenditures in part II. Enter amount.

Purpose	Amount paid to other local governments	Purpose	Amount paid to State
Correction		Highways	
Health		All other	
Highways			
Transit Subsidies			
Libraries			
Police protection			
Sewerage	1,911,880		
Sanitation	1,173,411		
All other	2,090,497		

Part IV

Wages & Salaries

Report here the total salaries and wages paid to all employees of your government before deductions of social security, retirement, etc. Include also salaries and wages paid to employees of any utility owned and operated by your government, as well as salaries and wages of municipal employees charged to construction projects.

YOU ARE REQUIRED TO ENTER SALARY DOLLARS
IN THE Amount areas FOR SALARIES AND WAGES PAID

	Amount
Total Salaries and Wages Paid	14,018,987

Part V Debt Outstanding, Issued, and Retired

Transit subsidies

A. Long-Term Debt

Debt During the Fiscal Year				Debt Outstanding JUNE 30, 2025					
Purpose	Line	Debt Outstanding JULY 1, 2024	Issued	Retired	General Obligation	TIF Revenue	Revenue	Other	Interest Paid This Year
Water Utility	1.	0	0	0	0	0	0	0	0
Sewer Utility	2.	0	0	0	0	0	0	0	0
Electric Utility	3.	0	0	0	0	0	0	0	0
Gas Utility	4.	0	0	0	0	0	0	0	0
Transit-Bus	5.	0	0	0	0	0	0	0	0
Industrial Revenue	6.	0	0	0	0	0	0	0	0
Mortgage Revenue	7.	0	0	0	0	0	0	0	0
TIF Revenue	8.	31,192,336	3,380,000	1,944,835	0	28,540,000	0	707,501	897,992
Other Purposes / Miscellaneous	9.	0	0	0	0	0	0	0	0
GO	10.	23,200,000	5,570,000	2,470,000	20,730,000	0	0	0	796,205
Parking	11.	0	0	0	0	0	0	0	0
Airport	12.	0	0	0	0	0	0	0	0
Stormwater	13.	0	0	0	0	0	0	0	0
Section 108	14.	0	0	0	0	0	0	0	0
Total Long-Term		54,392,336	8,950,000	4,414,835	20,730,000	28,540,000	0	707,501	1,694,197

B. Short-Term Debt Amount

Outstanding as of July 1, 2024

Outstanding as of JUNE 30, 2025

DEBT LIMITATION FOR GENERAL OBLIGATIONS

Part VI

Actual valuation -- January 1, 2023

	Amount		
	3,549,807,282	x.05 = \$	177,490,364.1

Part VII CASH AND INVESTMENT ASSETS AS OF JUNE 30, 2025

Type of asset	Amount				
Cash and investments - Include cash on hand, CD's, time, checking and savings deposits, Federal securities, Federal agency securities, State and local government securities, and all other securities. Exclude value of real property.	Bond and interest funds (a)	Bond construction funds (b)	Pension/retirement funds (c)	All other Funds (d)	Total (e)
				78,394,381	78,394,381
If you budget on a NON-GAAP CASH BASIS, the amount in the Total above SHOULD EQUAL the above summed amounts on the sheet All Funds P1: Ending fund balance, column C PLUS the amounts in the shaded Note area.					

CITY DEBT DETAIL - LT DEBT1

Debt Series Name		Type of Debt	Date of Issuance	Debt Resolution	Rate Range	Voted	Amount of Issue	Principal Outstanding July 1, 2024	Fiscal Year Principal Paid	Fiscal Year Interest Paid	Tied to Other Debt	Purpose of Debt	Projects Funded by Debt
2013A GO	1	GO	10-31-2013	2013-384	2.00	No Vote - Essential GO	1,970,000	650,000	155,000	18,400		General Obligation (GO)	Trail Replacement, Aerial Ladder Truck
2017A	2	GO	04-13-2017	2017-71	2.00	No Vote - Essential GO	2,150,000	375,000	185,000	7,783		General Obligation (GO)	Street Improvements, Trail Improvements
2017B	3	GO	04-13-2017	2017-72	3.00	No Vote - Essential GO	1,300,000	305,000	150,000	9,150		General Obligation (GO)	Property Acquisitions (NW86th St)
2019A GO	4	GO	04-11-2019	2019-68	5.00	No Vote - Essential GO	4,663,337	1,395,000	360,000	55,975		General Obligation (GO)	Refunding, Park Facilities, Traffic Control, Property Acquisitions
2019B (PSF#1)	5	TIF Revenue	10-15-2019	2019-257	2.30	No Vote - Essential GO	4,510,000	3,550,000	200,000	86,705	10	TIF Revenue	Public Safety Center
2019C (Clark St)	6	TIF Revenue	10-15-2019	2019-258	2.90	No Vote - Essential GO	2,645,000	1,775,000	230,000	49,800		TIF Revenue	Clark St Improvements
2020A GO	7	GO	04-23-2020	2020-089	4.26	No Vote - Essential GO	2,040,000	1,145,000	170,000	48,950		General Obligation (GO)	Street Improvements
2020B (PSF#2)	8	TIF Revenue	04-23-2020	2020-099	2.46	No Vote - Essential GO	5,350,000	4,465,000	255,000	97,748	5	TIF Revenue	Public Safety Center
2021A GO	9	GO	04-22-2021	2021-095	3.99	No Vote - Essential GO	3,020,000	1,765,000	245,000	72,800		General Obligation (GO)	Trail Improvements, Traffic Control, Park Improvements
2021B GO (PSF#3)	10	TIF Revenue	04-22-2021	2021-096	2.45	No Vote - Essential GO	5,100,000	4,375,000	250,000	117,390	8	TIF Revenue	Public Safety Center
2021C GO	11	TIF Revenue	11-16-2021	2021-282	2.45	No Vote - Essential GO	8,640,000	8,075,000	300,000	223,244		TIF Revenue	Park Improvements
2022A	12	GO	04-07-2022	2022-100	3.00	No Vote - Essential GO	4,000,000	3,125,000	365,000	139,750		General Obligation (GO)	Street Improvements
2023A	13	GO	05-11-2023	2023-124	5.00	No Vote - Essential GO	3,655,000	3,555,000	315,000	177,750		General Obligation (GO)	Park Improvements, Street Improvements, Trail Improvements
2023B	14	TIF Revenue	11-15-2023	2023-295	4.00	No Vote - Essential GO	4,735,000	4,520,000	215,000	236,425		TIF Revenue	City Hall Improvements
2024A	15	GO	05-23-2024	2024-110	5.00	No Vote - Essential GO	5,105,000	5,105,000	315,000	260,922		General Obligation (GO)	Street Improvements
2024B	16	TIF Revenue	10-24-2024	2024-283	4.49	No Vote - Essential GO	3,380,000	3,380,000	150,000	86,680		TIF Revenue	City Hall Improvements
2025A	17	GO	05-08-2025	2025-130	4.66	No Vote - Essential GO	5,570,000	5,570,000	0	0		General Obligation (GO)	Street Improvements
2016	18	GO	08-25-2016	2016-200	1.48-2.23	No Vote - Essential GO	1,575,000	210,000	210,000	4,725		General Obligation (GO)	Street and Storm Sewer Improvements
TIF Agreement	19	Other	06-30-2024	Not Defined	0	No Vote - Non-GO	5,100,000	1,052,336	344,835	0		TIF Revenue	Development Agreements
	20	-				-						-	-



Memo

TO: Mayor and Council members

FROM: Elizabeth Hansen, Director of Administrative Services

DATE: November 13, 2025

RE: Resolution Approving Debt Certification Forms, Appropriating Funds, and Directing Filing of Certifications

SYNOPSIS:

Attached is the resolution for your consideration approving debt certification forms, authorizing the release of funding in the upcoming fiscal year for the TIF development agreement, and directing the filing of the certifications.

The only development agreement we currently have is with 121 Acquisition Company for the relocation of Nebraska Furniture Mart and the creation of development parcels. When the Dehner Distillery is built, we will add the certification of TIF rebate debt, potentially next year.

The attached exhibits certify to the County Auditor the City's Tax Increment Financing (TIF) indebtedness for each urban renewal area, including the amount of tax increment financing revenues requested for Fiscal Year 2027.

This certification is required by Iowa Code Section 403.19 and is due to the County Auditor on or before December 1 annually.

Attachments:

1. Annual Certification Resolution
2. Polk Co TIF Authority Indebtedness Certification
3. Dallas Co TIF Authority Indebtedness Certification

RESOLUTION NO. _____

APPROVING DEBT CERTIFICATION FORMS, APPROPRIATING FUNDS,
AND DIRECTING THE FILING OF CERTIFICATIONS

WHEREAS, Iowa Code Section 403.19 requires that cities certify all loans, advances, indebtedness, and bonds for which the City seeks reimbursement on or before December 1.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Clive, Iowa approves the debt certification forms attached hereto as Exhibits A and B, appropriates the funds listed therein, and directs that the Administrative Services Director file said debt certificates with the Dallas County and Polk County Auditors on or before December 1, 2025.

PASSED AND APPROVED this 13th day of November 2025.

John Edwards, Mayor

Attest:

Matthew D. Graham, City Clerk

**CODE OF IOWA SECTION 403.19 TAX INCREMENT FINANCING (TIF) INDEBTEDNESS
CERTIFICATION TO COUNTY AUDITOR
Due To County Auditor By December 1 Prior To The Fiscal Year TIF Increment Tax Is Requested
Use One Certification Per Urban Renewal TIF Area**

TIF Authority (Name of City or County Operating the TIF): Clive

County (Where TIF is Located): Polk

Urban Renewal Area Name: Clive Urban Renewal Area

Urban Renewal Area Number: 77060 (Use State five-digit Area Number)

I hereby certify to the County Auditor that for the Urban Renewal Area within the City and/or County named above the TIF Authority has outstanding loans, advances, indebtedness, or bonds, none of which have been previously certified, in the collective amount shown below, all of which qualify for repayment from the special fund referred to in paragraph 2 of Section 403.19 of the Code of Iowa.

Urban Renewal Area Indebtedness Not Previously Certified*: \$ 0.00

*There must be attached a **'FORM 1.1'** showing an itemized listing of the dates that individual loans, advances, indebtedness, or bonds were initially approved by the governing body.

The County Auditor shall provide the available TIF increment tax in subsequent fiscal years without further certification until the above-stated amount of indebtedness is paid to the TIF Authority. However, for any fiscal year a TIF Authority may elect to receive less than the available TIF increment tax by certifying the requested amount to the County Auditor on or before the preceding December 1. File **'FORM 2'** with the County Auditor by the preceding December 1 for any fiscal year where all of the TIF increment tax is not requested.

A TIF Authority reducing certified TIF indebtedness by any reason other than application of TIF increment tax received from the County Treasurer shall certify such reduced amounts to the County Auditor no later than December 1 of the year of occurrence. File **'FORM 3'** with the County Auditor when TIF indebtedness has been reduced by any reason other than application of TIF increment tax received from the County Treasurer.

Dated this 7th day of November, 2024

Signature of Authorized Official

515-223-6220

Telephone

**INSTRUCTIONS FOR COMPLETING THE TIF INDEBTEDNESS CERTIFICATION FORMS
USING MICROSOFT EXCEL**

Create an Excel file for each Urban Renewal TIF Area appropriate to be filed with the Polk County Auditor's Office. Name the individual files using the State Urban Renewal Area Name and Number.

FORM 1 - USED AS THE COVER SHEET FOR URBAN RENEWAL AREA INDEBTEDNESS CERTIFICATIONS

Enter the TIF Authority Name (City Name if a City run TIF or Polk County if a County run TIF), the County where the TIF is located, the State Urban Renewal Area Name and Number, all of which flow to the other forms.

'Urban Renewal Area Indebtedness Not Previously Certified' is fed from entries on Form 1.1.

FORM 1.1 - USED FOR ENTERING TIF INDEBTEDNESS NOT PREVIOUSLY CERTIFIED

List individual TIF indebtedness obligations not previously certified to the County Auditor.

List the type of indebtedness such as Rebate Agreement, Internal Loan, G.O. Bond, or TIF Revenue Bond.

If indebtedness is legally structured to be subject to annual appropriation, list only the amount that the TIF Authority has formally obligated to pay next fiscal year.

**FORM 2 - USED ONLY FOR FISCAL YEARS WHERE ALL OF THE LEGALLY AVAILABLE TIF INCREMENT
TAX REVENUE IS NOT WANTED**

File Form 2 with the County Auditor by December 1, prior to any fiscal year, **ONLY** when for that upcoming fiscal year less than the legally available TIF Increment tax revenue is requested. A total amount is all that is needed.

**FORM 3 - USED WHEN INDEBTEDNESS HAS BEEN REDUCED BY ANY REASON OTHER THAN
APPLICATION OF TIF INCREMENT TAX RECEIVED FROM THE COUNTY TREASURER**

File this form with the County Auditor when TIF indebtedness has been reduced by reasons other than application of TIF increment tax received from the County Treasurer.

Reasons for indebtedness reduction mandating the need to file this form could include, but not be limited to:

- > Interest earnings
- > Reducing previously certified indebtedness which is no longer obligated
- > Error correction
- > Any amounts of Commercial & Industrial Rollback Replacements, applicable to the current tax billing year, that you have allocated, or will allocate, to your TIF Special Revenue Funds pursuant to Iowa Code 441.21A
- > De-certifying balances which are refinanced*

* If balances are refinanced, you will file both a Form 3, to decertify the outstanding balance, and a Form 1 to certify the newly refinanced amount.

TIF INDEBTEDNESS NOT PREVIOUSLY CERTIFIED ELIGIBLE FOR TAX COLLECTIONS NEXT FISCAL YEAR

TIF Authority: Clive County: Polk

Urban Renewal Area Name: Clive Urban Renewal Area

Urban Renewal Area Number: 77060

(Format: XX/XX/20XX)		
Individual TIF Indebtedness Type/Description:	Date Approved*:	Total Amount:
1		
2		
3		
4		
5		
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8		
9		
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11		
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13		
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36		
37		
38		
39		
40		
Total TIF Indebtedness NOT Previously Certified:		0.00

* "Date Approved" is the date that the local governing body initially approved the TIF indebtedness.

Urban Renewal Area Number: 77060[illegible]

	515-223-6220
Signature of Authorized Official	Telephone

I hereby certify to the County Auditor that for the Urban Renewal Area within the City and/or County named above, the TIF Authority has reduced previously certified indebtedness, by reason other than application of TIF tax received from the County Treasurer, by the total amount as shown below.

	515-223-6220
Signature of Authorized Official	Telephone

**CODE OF IOWA SECTION 403.19 TAX INCREMENT FINANCING (TIF) INDEBTEDNESS
CERTIFICATION TO COUNTY AUDITOR
Due To County Auditor By December 1 Prior To The Fiscal Year TIF Increment Tax Is Requested
Use One Certification Per Urban Renewal TIF Area**

TIF Authority (Name of City or County Operating the TIF): Clive

County (Where TIF is Located): Dallas

Urban Renewal Area Name: Clive Urban Renewal Area

Urban Renewal Area Number: 25016 (Use State five-digit Area Number)

I hereby certify to the County Auditor that for the Urban Renewal Area within the City and/or County named above the TIF Authority has outstanding loans, advances, indebtedness, or bonds, none of which have been previously certified, in the collective amount shown below, all of which qualify for repayment from the special fund referred to in paragraph 2 of Section 403.19 of the Code of Iowa.

Urban Renewal Area Indebtedness Not Previously Certified*: \$ **11,877,149.98**

*There must be attached a **'FORM 1.1'** showing an itemized listing of the dates that individual loans, advances, indebtedness, or bonds were initially approved by the governing body.

The County Auditor shall provide the available TIF increment tax in subsequent fiscal years without further certification until the above-stated amount of indebtedness is paid to the TIF Authority. However, for any fiscal year a TIF Authority may elect to receive less than the available TIF increment tax by certifying the requested amount to the County Auditor on or before the preceding December 1. File **'FORM 2'** with the County Auditor by the preceding December 1 for any fiscal year where all of the TIF increment tax is not requested.

A TIF Authority reducing certified TIF indebtedness by any reason other than application of TIF increment tax received from the County Treasurer shall certify such reduced amounts to the County Auditor no later than December 1 of the year of occurrence. File **'FORM 3'** with the County Auditor when TIF indebtedness has been reduced by any reason other than application of TIF increment tax received from the County Treasurer.

Dated this 24th day of November, 2024

Signature of Authorized Official

515-223-6220

Telephone

TIF INDEBTEDNESS NOT PREVIOUSLY CERTIFIED ELIGIBLE FOR TAX COLLECTIONS NEXT FISCAL YEAR

TIF Authority: Clive County: Dallas

Urban Renewal Area Name: Clive Urban Renewal Area

Urban Renewal Area Number: 25016

(Format: XX/XX/20XX)		
Individual TIF Indebtedness Type/Description:	Date Approved*:	Total Amount:
1 121 Acquisition Co. - FY27 Rebate	7/12/2018	136,227.20
2 2024B General Obligation Urban Renewal Bond	10/24/2024	4,128,007.78
3 2025B General Obligation Urban Renewal Bond	10/23/2025	7,612,915.00
4		
5		
6		
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Total TIF Indebtedness NOT Previously Certified:		11,877,149.98

* "Date Approved" is the date that the local governing body initially approved the TIF indebtedness.

	515-223-6220
Signature of Authorized Official	Telephone



Memo

TO: Mayor and Council members

FROM: Elizabeth Hansen, Director of Administrative Services

DATE: November 13, 2025

RE: Resolution Obligating Urban Renewal Funds - Annual Appropriation - Nebraska Furniture Mart Development - \$136,227.20

SYNOPSIS:

This resolution is for your consideration to provide the authorization to release funding in the upcoming fiscal year for the TIF development agreements. Besides the recently approved development agreement which has not been constructed, this is the only agreement the city currently has is with 121 Acquisition Company for the relocation of Nebraska Furniture Mart and the creation of development parcels.

The development agreement includes the annual appropriation language. This means the entire total amount of funding obligated per the development agreements does not count against the constitutional debt limit of the City, only the annual amount appropriated.

This resolution is an annual requirement. This outstanding TIF obligation for FY27 is included in the annual certification process completed by December 1, 2025.

Attachments:

1. TIF Annual Appropriation Resol-NFM TIF

OBLIGATING FUNDS FROM THE NFM SUBFUND OF THE CITY’S URBAN
RENEWAL TAX REVENUE FUND FOR APPROPRIATION TO THE PAYMENT OF
ANNUAL APPROPRIATION ECONOMIC DEVELOPMENT TAX INCREMENT
PAYMENTS DUE IN THE NEXT SUCCEEDING FISCAL YEAR

WHEREAS, the City of Clive, Iowa (the “City”), pursuant to and in strict compliance with all laws applicable to the City, and in particular the provisions of Chapter 403 of the Code of Iowa, has adopted an Urban Renewal Plan for the Clive Urban Renewal Area (the “Urban Renewal Area”) and has also approved the 2018 Amendment to that Plan, which 2018 Amendment authorized a Development Agreement with 121 Acquisition Company, LLC (the “Development Agreement”); and

WHEREAS, the City Council has adopted an ordinance providing for the division of taxes levied on taxable property in the Urban Renewal Area pursuant to Section 403.19 of the Code of Iowa and establishing the fund referred to in Subsection 2 of Section 403.19 of the Code of Iowa (the “Urban Renewal Tax Revenue Fund”), which fund and the portion of taxes referred to in that subsection may be irrevocably pledged by the City for the payment of the principal and interest on indebtedness incurred under the authority of Section 403.9 of the Code of Iowa to finance or refinance in whole or in part projects in the Urban Renewal Area; and

WHEREAS, in the resolution approving the Development Agreement, the City Council created a subfund of the Urban Renewal Tax Revenue Fund to be called the “NFM Subfund;” and

WHEREAS, payments are scheduled to be made under the Development Agreement from the NFM Subfund in the fiscal year beginning July 1, 2026, in an amount not to exceed the estimated amount of \$136,227.20 (the “FY 2026-27 Payments”); and

WHEREAS, it is now necessary for the City Council to obligate for appropriation to the FY 2026-27 Payments, funds anticipated to be received in the NFM Subfund in the fiscal year beginning July 1, 2026;

NOW, THEREFORE, It Is Resolved by the City Council of the City of Clive, Iowa, as follows:

Section 1. The City Council hereby obligates \$136,227.20 for appropriation from the NFM Subfund for the purpose of making the FY 2026-27 Payments in the fiscal year beginning July 1, 2026.

Section 2. All resolutions or parts of resolutions in conflict herewith are hereby repealed.

PASSED AND APPROVED this 13th day of November 2025.

John Edwards, Mayor

Attest:

Matthew D. Graham, City Clerk



Memo

TO: Mayor and Council members

FROM: Amanda Grutzmacher, Senior Planner

DATE: November 13, 2025

RE: Resolution Accepting Public Improvements in Berkshire North Plat 10

SYNOPSIS:

The public improvements associated with Berkshire North Plat 10 Final Plat have now been completed and are ready to be accepted by the City. Staff recommends approval of the attached Resolution Accepting Public Improvements.

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

Attachments:

1. Resolution

Return to: City Clerk, City of Clive, 1900 NW 114th St., Clive, Iowa 50325
Prepared by: Amanda Grutzmacher, Senior Planner, 1900 NW 114th Street, Clive, Iowa 50325 Phone (515)223-6221

RESOLUTION NO. ____

RESOLUTION ACCEPTING PUBLIC IMPROVEMENTS IN
BERKSHIRE NORTH PLAT 10

WHEREAS, approval of the final plat for BERKSHIRE NORTH PLAT 10 (the “Plat”) has previously been given by resolution of the City Council; and

WHEREAS, at the time of approval of the final plat, certain public improvements within the Plat were not completed, and the City and Berkshire Pla 9 Joint Venture (the “Developer”) entered into an Agreement to Complete Public Improvements at Book 2021, Page 22699 of the Dallas County Recorder’s Office for the Plat; and

WHEREAS, the public improvements are now completed and in a condition to be formally accepted by the City, and the City engineer has recommended such acceptance.

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

1. That the public improvements in BERKSHIRE NORTH PLAT 10, including water mains, storm sewers, sanitary sewers, and streets are hereby accepted and incorporated into the respective water main, storm sewer, and sanitary sewer, and street systems in the City of Clive, and the City Clerk is hereby directed to return to the Developer any bonds or checks securing the completion of the public improvements hereby accepted.
2. That the obligations of Developer with respected to BERKSHIRE NORTH PLAT 10 under the Agreement to Complete Public Improvements are hereby declared to be satisfied.
3. That this resolution shall be filed of record with the Dallas County, Iowa Recorder.

PASSED AND APPROVED THIS 13th day of November 2025.

CITY OF CLIVE, IOWA

By _____

John Edwards, Mayor

ATTEST:

Matthew D. Graham, City Clerk



Memo

TO: Mayor and Council members

FROM: Rai Tokuhisa, Water Resource Engineer

DATE: November 13, 2025

RE: Resolution Setting Public Hearing (12/11/25, 6:00 p.m.) - Little Walnut Creek West of Alice's Road Large Woody Vegetation Management

SYNOPSIS:

The design consultant, RES, in conjunction with City of Clive staff have recently completed plans for the Little Walnut Creek West of Alice's Road Large Woody Vegetation Management, the area for which is shown in more detail on the attached Exhibit. The work is to manage certain large woody vegetation by clearing, grubbing, segmenting, disposal, and stockpiling material. Segmented and stockpiled material is to be used in future construction for stream restoration features.

Phase 1 of the Project from Westgate PKWY to Warrior LN is anticipated to be completed in winter/early spring of 2026. Phase 2 of the Project from Alice's Road to Westgate PKWY is anticipated to be completed fall of 2026 – early spring of 2027

The bid letting for the above referenced project will be held on December 3rd, 2025. As a result, staff recommends setting the public hearing for the project for 6:00 pm on December 11th, 2025, with Council approval and award anticipated to follow.

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. RESOLUTION_Setting PH to Consider Plans, Specs, and Taking of Bids
2. EXH_F1A - All Surveyed Trees - Phase 1
3. EXH_F1B - All Surveyed Trees - Phase 2
4. MEMO_Setting PH to Consider Plans, Specs, and Taking of Bids

RESOLUTION NO. _____

RESOLUTION SETTING DATE OF PUBLIC HEARING TO CONSIDER THE PLANS,
SPECIFICATIONS, AND TAKING OF BIDS FOR THE LITTLE WALNUT CREEK WEST OF
ALICE'S ROAD LARGE WOODY VEGETATION MANAGEMENT

WHEREAS, the City Council of the City of Clive, Iowa (the "City") has determined that it is necessary and desirable to manage certain large woody vegetation by clearing, grubbing, segmenting, disposal, and stockpiling material in the City of Clive, Iowa, as described in the proposed plans and specifications and form of contract for such project (the "Project"), which proposed plans, specifications and form of contract and estimate of cost are on file with the City Clerk; and

WHEREAS, it is necessary to fix a time and place of public hearing on the proposed plans, specifications, taking of bids and awarding of bid for the Project and to advertise for sealed bids for the Project;

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

1. The detailed plans and specifications, notice of hearing, notice to bidders, form of contract and estimate of cost referred to in the preamble hereof are hereby approved for the purpose of enabling the solicitation of bids.
2. That the amount of the bid security to accompany each bid shall be in an amount which shall conform to the provisions of the notice to bidders approved as part of said specifications.
3. The City Council hereby delegates to the City Clerk the duty of receiving, opening and announcing the results of all bids for the construction or performance of such Project, on the 3rd day of December 2025, at 2:00 p.m., at the Clive City Hall, Clive, Iowa. The 11th day of December, 2025, at 6:00 p.m., at the Council Chambers, City Hall, is hereby fixed as the time and place of hearing on the proposed plans, specifications, taking of bids and awarding bid for the Project received by the City Clerk in connection therewith.
4. The City Clerk shall publish notice of public hearing, the same being in the form hereinabove approved and substantially as attached to this resolution, which publication shall be made in a legal newspaper of general circulation in the City, which publication shall be not less than 4 days not more than 20 days before the date set for the public hearing.

5. All resolutions or parts of resolutions in conflict herewith are hereby repealed, to the extent of such conflict.

PASSED AND APPROVED this ____ day of _____, 2025.

John D. Edwards, Mayor

ATTEST:

Matthew D. Graham, City Clerk

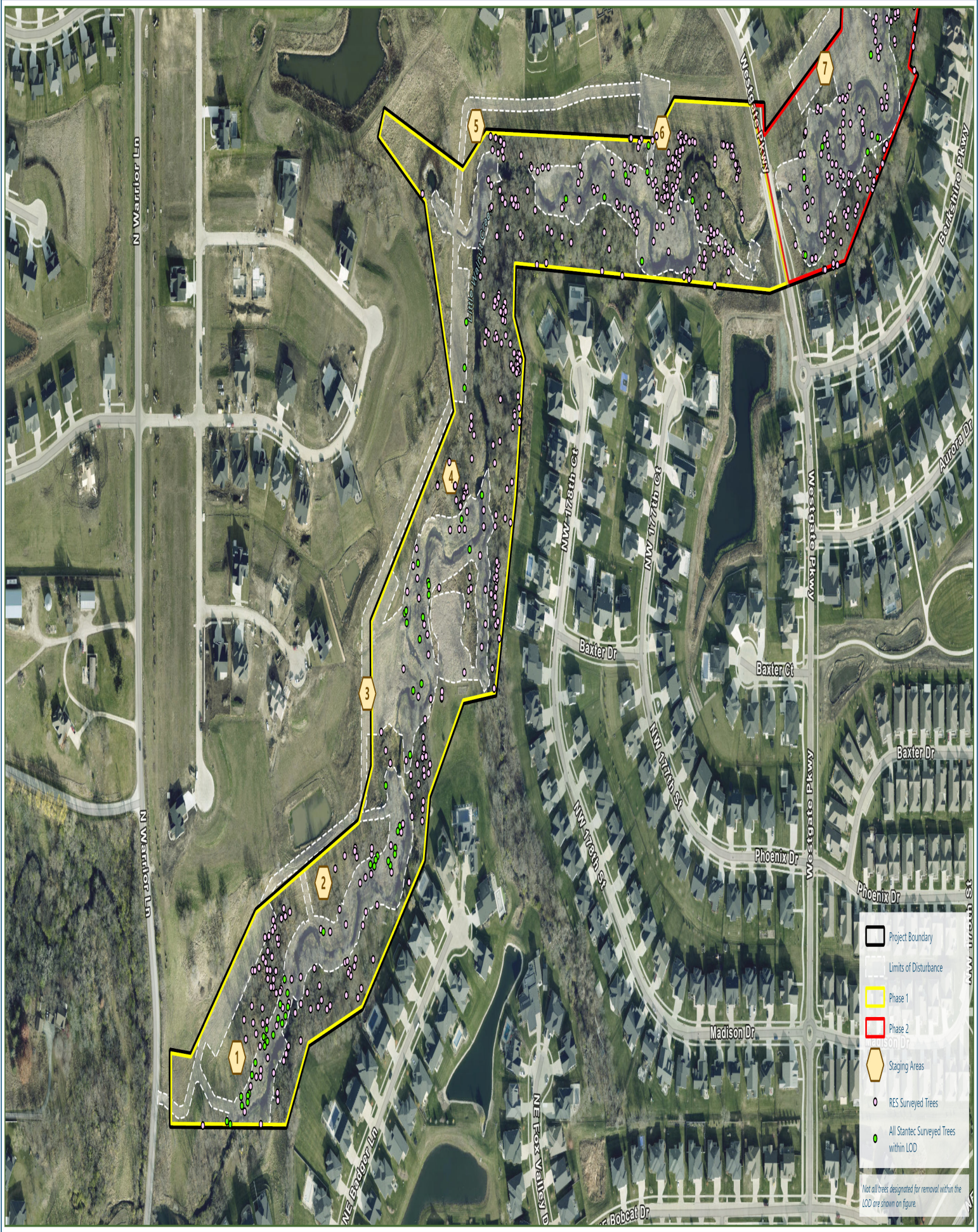
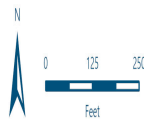


Figure 1A
RES/Stantec Surveyed Trees -
Phase 1

Little Walnut Creek
Dallas County, IA



DRAFT

Reference: Project limits are approximate. The property boundaries depicted on this map have not been surveyed and are for project planning purposes only. This information is not to be used as final legal boundaries.
Imagery & Data Sources: Esri World Imagery, RES Tree Survey, Stantec Tree Survey
Spatial Reference:
NAD 1983 StatePlane Iowa South FIPS 1402 Feet
Date Exported: 10/9/2025

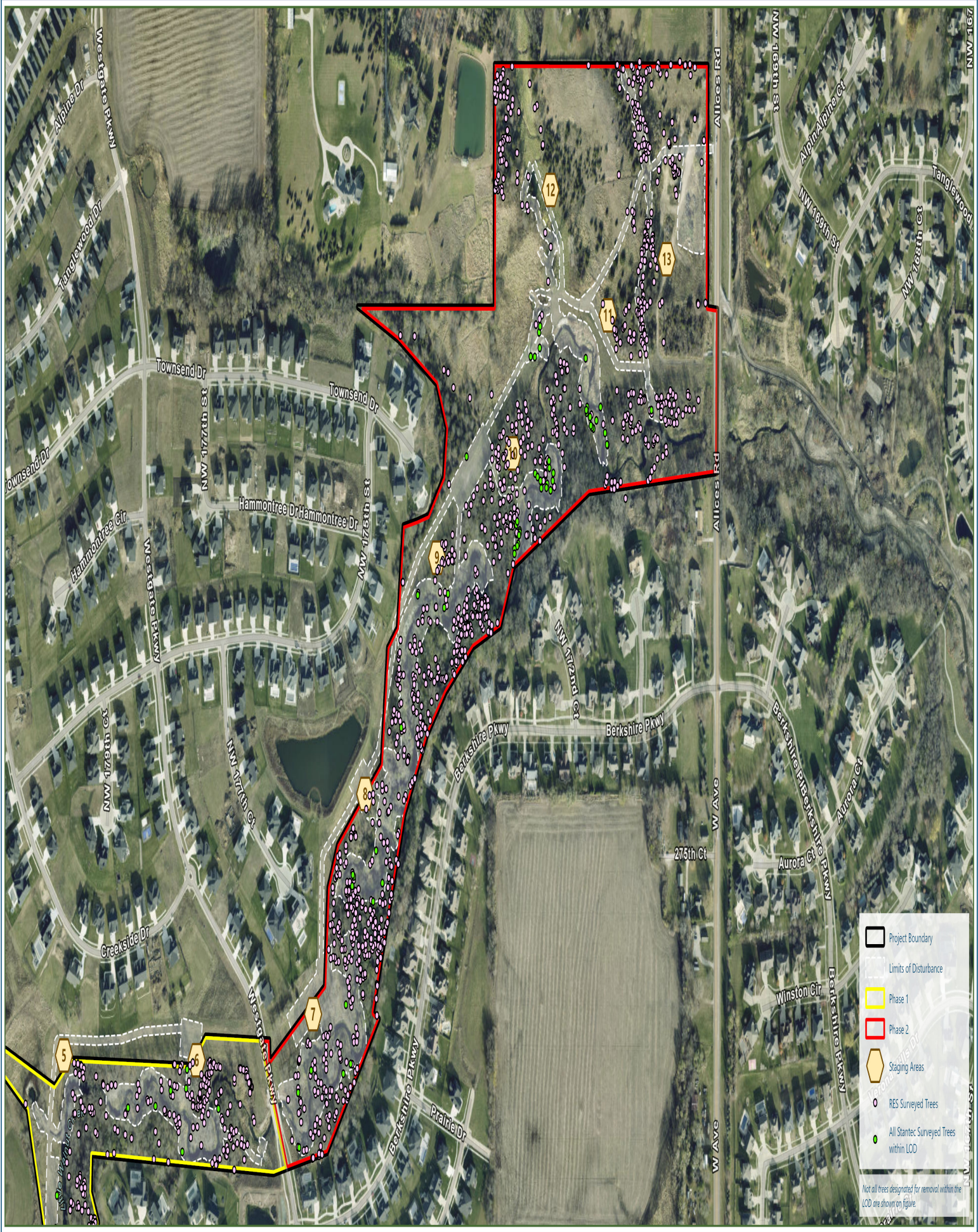
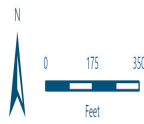


Figure 18
RES/Stantec Surveyed Trees -
Phase 2

Little Walnut Creek
Dallas County, IA



DRAFT

Reference: Project limits are approximate. The property boundaries depicted on this map have not been surveyed and are for project planning purposes only. This information is not to be used as final legal boundaries.

Imagery & Data Sources: Esri World Imagery, RES Tree Survey, Stantec Tree Survey

Spatial Reference:
NAD 1983 StatePlane Iowa South FIPS 1402 Feet

Date Exported: 10/9/2025

Memo

TO: Honorable Mayor and City Council
FROM: Rai Tokuhisa, Water Resources Engineer
DATE: 13 NOV 2025
RE: Resolution Setting Public Hearing (12/11/25, 6:00 p.m.) -
Little Walnut Creek West of Alice's Road Large Woody
Vegetation Management

RES in conjunction with City of Clive staff have recently completed plans for the Little Walnut Creek West of Alice's Road Large Woody Vegetation Management, the area for which is shown in more detail on the attached Exhibit. The work is to manage certain large woody vegetation by clearing, grubbing, segmenting, disposal, and stockpiling material. Segmented and stockpiled material is to be used in future construction for stream restoration features.

Phase 1 of the Project from Westgate PKWY to Warrior LN is anticipated to be completed in winter/early spring of 2026. Phase 2 of the Project from Alice's Road to Westgate PKWY is anticipated to be completed fall of 2026 – early spring of 2027

The bid letting for the above referenced project will be held on December 3rd, 2025. As a result, staff recommends setting the public hearing for the project for 6:00 pm on December 11th, 2025, with Council approval and award anticipated to follow.

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



Memo

TO: Mayor and Council members

FROM: Amanda Grutmacher, Senior Planner

DATE: November 13, 2025

RE: Resolution Setting a Date (12/11/2025, 6:00 p.m.) of Meeting at Which it is Proposed to Approve a Development Agreement with Fortress Bank, Including Annual Appropriation Tax Increment Payments

SYNOPSIS:

The City Council approved an Urban Renewal Plan Amendment earlier this year including a proposed redevelopment project by Fortress Bank at 11140 Hickman Road. The development agreement related to tax rebate payments for Fortress Bank is now ready for consideration. Staff recommends approval of the resolution setting the date of meeting for December 11, 2025.

If you have questions or need additional information prior to the meeting, contact Amanda at agrutmacher@cityofclive.com or 515-223-6221.

Attachments:

1. Resolution

SET DATE FOR HEARING ON
DEVELOPMENT AGREEMENT AND
TAX INCREMENT PAYMENTS

(FORTRESS BANK)

Clive, Iowa

November 13, 2025

A meeting of the City Council of the City of Clive, Iowa, was held at 6:00 p.m., on November 13, 2025, at the Clive City Hall Council Chambers, Clive, Iowa, pursuant to the rules of the Council. The Mayor presided and the roll was called, showing members present and absent as follows:

Present: _____

Absent: _____.

Council Member _____ introduced the resolution next hereinafter set out and moved its adoption, seconded by Council Member _____; and after due consideration thereof by the Council, the Mayor put the question upon the adoption of said resolution, and the roll being called, the following named Council Members voted:

Ayes: _____

Nays: _____.

Whereupon, the Mayor declared said resolution duly adopted, as follows:

RESOLUTION _____

Resolution Setting a Date of Meeting at Which it is Proposed to Approve a Development Agreement with Fortress Bank, Including Annual Appropriation Tax Increment Payments

WHEREAS, the City of Clive, Iowa (the “City”), pursuant to and in strict compliance with all laws applicable to the City, and in particular the provisions of Chapter 403 of the Code of Iowa, has adopted an Urban Renewal Plan for the Clive Urban Renewal Area (the “Urban Renewal Area”); and

WHEREAS, this City Council has adopted certain ordinances providing for the division of taxes levied on taxable property in the Urban Renewal Area pursuant to Section 403.19 of the Code of Iowa and establishing the fund referred to in Subsection 2 of Section 403.19 of the Code of Iowa, which fund and the portion of taxes referred to in that subsection may be irrevocably pledged by the City for the payment of the principal of and interest on indebtedness incurred under the authority of Section 403.9 of the Code of Iowa to finance or refinance in whole or in part projects in the Urban Renewal Area; and

WHEREAS, the City proposes to enter into an agreement (the “Development Agreement”) with Fortress Bank (the “Company”) in connection with the construction by the Company of a Class A office building and related facilities (the “Project”) in the Urban Renewal Area; and

WHEREAS, under the Development Agreement, the City would provide financial incentives to the Company in the form of annual appropriation incremental property tax payments (the “Payments”) in an aggregate amount not to exceed \$667,452 under the authority of Section 403.9(1) of the Code of Iowa; and

WHEREAS, it is necessary to set a date for a public hearing on the Development Agreement, pursuant to Section 403.9 of the Code of Iowa;

NOW, THEREFORE, It Is Resolved by the City Council of the City of Clive, Iowa, as follows:

Section 1. The Council shall meet on December 11, 2025, at 6:00 p.m. at the Clive City Hall Council Chambers, in the City, at which time and place proceedings will be instituted and action taken to approve the Development Agreement and to authorize the Payments.

Section 2. The City Clerk is hereby directed to give notice of the proposed action, the time when and place where said meeting will be held, by publication at least once not less than four days and not more than twenty days before the date of said meeting in a legal newspaper of general circulation in the City. Said notice shall be in substantially the following form:

NOTICE OF MEETING FOR APPROVAL OF DEVELOPMENT
AGREEMENT WITH FORTRESS BANK AND AUTHORIZATION OF
ANNUAL APPROPRIATE TAX INCREMENT PAYMENTS

The City Council of the City of Clive, Iowa, will meet at the Clive City Hall Council Chambers, Clive, Iowa, on December 11, 2025, at 6:00 p.m., at which time and place proceedings will be instituted and action taken to approve a Development Agreement between the City and Fortress Bank (the “Company”) in connection with the construction by the Company of a new Class A office building and related facilities in the Clive Urban Renewal Area, which Agreement provides for certain financial incentives in the form of annual appropriation incremental property tax payments in an amount not to exceed \$xxx,xxx under the authority of Section 403.9(1) of the Code of Iowa.

The commitment of the City to make annual appropriation incremental property tax payments to the Company under the Development Agreement will not be a general obligation of the City, but such payments will be payable solely and only from incremental property tax revenues generated within the Clive Urban Renewal Area. Payments under the Development Agreement will be subject to annual appropriation by the City Council.

At the meeting, the City Council will receive oral or written objections from any resident or property owner of the City. Thereafter, the City Council may, at the meeting or at an adjournment thereof, take additional action to approve the Development Agreement or may abandon the proposal.

This notice is given by order of the City Council of Clive, Iowa, in accordance with Section 403.9 of the Code of Iowa.

Matthew Graham
City Clerk

Section 3. All resolutions or parts of resolutions in conflict herewith are hereby repealed.

Passed and approved November 13, 2025.

John Edwards, Mayor

Attest:

Matthew D. Graham, City Clerk

• • • • •

On motion and vote the meeting adjourned.

John Edwards, Mayor

Attest:

Matthew D. Graham, City Clerk

STATE OF IOWA
POLK COUNTY
CITY OF CLIVE

SS:

I, the undersigned, City Clerk of the City of Clive, hereby certify that the foregoing is a true and correct copy of the minutes of the Council of the City relating to the adoption of a resolution to fix a date of meeting at which it is proposed to take action to approve a Development Agreement.

I do further certify that the notice of hearing, to which the printed slip attached to the publisher's original affidavit hereto attached is a true and complete copy, was published on the date and in the newspaper specified in such affidavit, which newspaper has a general circulation in the City.

WITNESS MY HAND this _____ day of _____, 2025.

Matthew D. Graham, City Clerk

(Attach here the publisher's original affidavit with clipping of the notice as published.)

(PLEASE NOTE: Do not sign and date this certificate until you have checked a copy of the published notice and have verified that it was published on the date indicated in the publisher's affidavit.)



Memo

TO: Mayor and Council members

FROM: Jamie Miller, Administrative Specialist

DATE: November 13, 2025

RE: Resolution Accepting 1st Amendment to Surface Water Flowage Easement for Deer Ridge West Plat 3, Lot 9 - 2688 NW 152nd ST

SYNOPSIS:

The owners of 2688 NW 152nd ST have requested approval to install a fence within the Surface Water Flowage Easement on the subject property. The request has been reviewed by staff who have determined that the fence should not have a negative impact on said easement.

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

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

Attachments:

1. Resolution Accepting 1st Amendment to Surface Water Flowage Easement for Deer Ridge West Plat 3, Lot 9 - 2688 NW 152nd ST

RESOLUTION NO. _____

RESOLUTION ACCEPTING
FIRST AMENDMENT TO SURFACE WATER FLOWAGE EASEMENT FOR
LOT 9 IN DEER RIDGE WEST PLAT 3
2688 NW 152ND ST

WHEREAS, the owners of Lot 9 in Deer Ridge West Plat 3 in the City of Clive, Iowa (the "Property") have submitted to the City of Clive a First Amendment to Surface Water Flowage Easement to permit the installation of a fence within the easement area on the Property; and

WHEREAS, City desires to accept the First Amendment to Surface Water Flowage Easement.

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

That the First Amendment to Surface Water Flowage Easement ("First Amendment") regarding Lot 9, Deer Ridge West Plat 3, is hereby accepted and approved by the City Council of the City of Clive, that the Mayor is hereby authorized to execute such First Amendment on behalf of the City, and the City Clerk to attest to his signature, and that the City Clerk is hereby authorized and directed to file the First Amendment with the Dallas County Recorder.

PASSED AND APPROVED this ____ day of November 2025.

By:

John Edwards, Mayor

ATTEST:

Matthew D. Graham, City Clerk

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

FIRST AMENDMENT TO SURFACE WATER FLOWAGE EASEMENT

This First Amendment to Surface Water Flowage Easement ("First Amendment") is entered into by and between Donald Cook and Ashley Cook ("Property Owners") and the City of Clive, Iowa, a municipal corporation (hereinafter called "City").

WHEREAS, Property Owners own that property legally described as:

Lot 9 of Deer Ridge West Plat 3 (2688 NW 152nd ST), an Official Plat, now included in and forming a part of the City of Clive, Dallas County, Iowa ("Property").

WHEREAS, Foxfire LC & The Oaks Development Co., an Iowa corporation, a predecessor in title to the Property Owners, granted that certain Surface Water Flowage Easement, dated June 22nd, 2004 recorded on July 6th, 2004, in Book 2004, Page 10208, in the real property records of Dallas County, Iowa (the "Easement") to the City, which prohibited the erection of any structure within the easement area.

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

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

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

2. **MAINTENANCE AND LIABILITY.** The Property Owners acknowledge and agree that in the event that the City exercises its rights under the Easement, including the rights to

construct, reconstruct, repair, replace, enlarge, inspect and maintain the area, the City's duty of restoration for the easement area shall be limited to grading and replacing grass. In no event shall the City be responsible for any reconstruction, replacement, repair or maintenance of the fence or any improvements or structure located within the easement area.

Additionally, the Property Owners acknowledge and agree that the fence's lowest horizontal member shall be a minimum of 4" above grade or shall be open style to allow the conveyance of storm water through the easement.

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

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

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

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

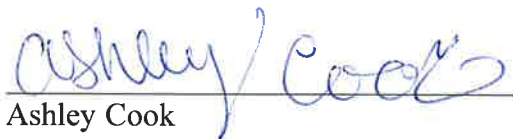
Words and phrases herein, including acknowledgment hereof, shall be construed as in the singular or plural number, and as masculine or feminine gender, according to the context.

Signed this 4th day of November 2025.

PROPERTY OWNERS



Donald Cook

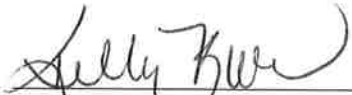


Ashley Cook

STATE OF IOWA)
) SS
COUNTY OF POLK)

On this 4th day of November 2025, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Donald Cook known to me to be the identical person named in and who executed the foregoing instrument and acknowledged that the person executed the instrument as the voluntary act of the person.





Notary Public in and for the
State of Iowa

STATE OF IOWA)
) SS
COUNTY OF POLK)

On this 4th day of November 2025 before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Ashley Cook known to me to be the identical person named in and who executed the foregoing instrument and acknowledged that the person executed the instrument as the voluntary act of the person.





Notary Public in and for the
State of Iowa

CITY OF CLIVE

By: _____
John Edwards, Mayor

Attest:

Matthew D. Graham
City Clerk

STATE OF IOWA)
) SS
COUNTY OF POLK)

On this ____ day of November 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 13th day of November, 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: Jamie Miller, Administrative Specialist

DATE: November 13, 2025

RE: Resolution Accepting 1st Amendment to Storm Sewer Easement for Indian Hills Plat 7, Lot 42 - 10215 Lincoln AVE

SYNOPSIS:

The owners of 10215 Lincoln AVE have requested approval to install a fence within the Storm Sewer Easement on the subject property. The project has been reviewed by City staff who have determined that the installation will not affect the City's ability to maintain the storm sewer within the easement.

The property owners have executed a First Amendment to Storm Sewer Easement and staff recommend that Council approve the document so that it may be recorded with the county.

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

Attachments:

1. Resolution Accepting 1st Amendment to Storm Sewer Easement for Indian Hills Plat 7, Lot 42 - 10215 Lincoln AVE

RESOLUTION NO. _____

RESOLUTION ACCEPTING
FIRST AMENDMENT TO STORM SEWER EASEMENT FOR
LOT 42 IN INDIAN HILLS PLAT 7
10215 LINCOLN AVE

WHEREAS, the owners of Lot 42 in Indian Hills Plat 7 in the City of Clive, Iowa (the “Property”) have submitted to the City of Clive a First Amendment to Storm Sewer Easement to permit the installation of a fence within the easement area on the Property; and

WHEREAS, City desires to accept the First Amendment to Storm Sewer Easement.

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

That the First Amendment to Storm Sewer Easement (“First Amendment”) regarding Lot 42, Indian Hills Plat 7, is hereby accepted and approved by the City Council of the City of Clive, that the Mayor is hereby authorized to execute such First Amendment on behalf of the City, and the City Clerk to attest to his signature, and that the City Clerk is hereby authorized and directed to file the First Amendment with the Polk County Recorder.

PASSED AND APPROVED this ____ day of November 2025.

By:

John Edwards, Mayor

ATTEST:

Matthew D. Graham, City Clerk

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

FIRST AMENDMENT TO STORM SEWER EASEMENT

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

WHEREAS, Property Owners own that property legally described as:

Lot 42 of Indian Hills Plat 7 (10215 Lincoln AVE), an Official Plat, now included in and forming a part of the City of Clive, Polk County, Iowa ("Property").

WHEREAS, Charles I. Colby, JR and Patricia E. Colby, an Iowa corporation, a predecessor in title to the Property Owners, granted that certain Storm Sewer Easement, dated August 22, 1977 recorded on September 6, 1977, in Book 4729, Page 40, in the real property records of Polk County, Iowa (the "Easement") to the City, which prohibited the erection of any structure within the easement area.

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

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

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

2. **MAINTENANCE AND LIABILITY.** The Property Owners acknowledge and agree that in the event that the City exercises its rights under the Easement, including the rights to

construct, reconstruct, repair, replace, enlarge, inspect and maintain the area, the City's duty of restoration for the easement area shall be limited to grading and replacing grass. In no event shall the City be responsible for any reconstruction, replacement, repair or maintenance of the fence or any improvements or structure located within the easement area.

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

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

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

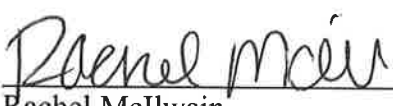
The Property Owners do HEREBY COVENANT with the City that (i) the Property Owners hold said real estate described in this First Amendment by title in fee simple; (ii) that the Property Owners have good and lawful authority to convey the same; and (iii) the Property Owners covenant to WARRANT AND DEFEND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

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

Signed this ____ day of October 2025.

PROPERTY OWNERS


Nik McIlwain


Rachel McIlwain

STATE OF IOWA)
) SS
COUNTY OF Polk)

On this 31st day of October 2025, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Nik McIlwain known to me to be the identical person named in and who executed the foregoing instrument and acknowledged that the person executed the instrument as the voluntary act of the person.

 [Signature]
Notary Public, State of Iowa
My Commission expires 9/30/27

STATE OF IOWA)
) SS
COUNTY OF Polk)

On this 31st day of October 2025, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Rachel McIlwain known to me to be the identical person named in and who executed the foregoing instrument and acknowledged that the person executed the instrument as the voluntary act of the person.

 [Signature]
Notary Public, State of Iowa
My Commission expires 9/30/27

CITY OF CLIVE

By: _____
John Edwards, Mayor

Attest:

Matthew D. Graham
City Clerk

STATE OF IOWA)
) SS
COUNTY OF POLK)

On this ____ day of October 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 13th day of November 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: Jamie Miller, Administrative Specialist

DATE: November 13, 2025

RE:

Resolution Accepting 1st Amendment to Overland Flowage and Private Storm Sewer Easement for Shadow Creek Plat 7, Lot 34 - 17583 Hammontree DR

SYNOPSIS:

The owners of 17583 Hammontree DR have requested approval to install a fence within the Overland Flowage and Private Storm Sewer Easement on the subject property. The request has been reviewed by staff who have determined that the fence should not have a negative impact on said easement.

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

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

Attachments:

1. Resolution Accepting 1st Amendment to Overland Flowage and Private Storm Sewer Easement for Shadow Creek Plat 7, Lot 34 - 17583 Hammontr

RESOLUTION NO. _____

RESOLUTION ACCEPTING
FIRST AMENDMENT TO OVERLAND FLOWAGE AND PRIVATE STORM
SEWER EASEMENT FOR
LOT 34 IN SHADOW CREEK PLAT 7
17583 HAMMONTREE DR

WHEREAS, the owners of Lot 34 in Shadow Creek Plat 7 in the City of Clive, Iowa (the "Property") have submitted to the City of Clive a First Amendment to Overland Flowage and Private Storm Sewer Easement to permit the installation of a fence within the easement area on the Property; and

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

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

That the First Amendment to Overland Flowage and Private Storm Sewer Easement ("First Amendment") regarding Lot 34, Shadow Creek Plat 7, is hereby accepted and approved by the City Council of the City of Clive, that the Mayor is hereby authorized to execute such First Amendment on behalf of the City, and the City Clerk to attest to his signature, and that the City Clerk is hereby authorized and directed to file the First Amendment with the Dallas County Recorder.

PASSED AND APPROVED this ____ day of November 2025.

By:

John Edwards, Mayor

ATTEST:

Matthew D. Graham, City Clerk

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

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

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

WHEREAS, Property Owners own that property legally described as:

Lot 34 of Shadow Creek Plat 7 (17583 Hammontree DR), an Official Plat, now included in and forming a part of the City of Clive, Dallas County, Iowa ("Property").

WHEREAS, Shadow Creek V, LLC, an Iowa corporation, a predecessor in title to the Property Owners, granted that certain Overland Flowage and Private Storm Sewer Easement, dated August 19th, 2022 recorded on August 29th, 2022, in Book 2022, Page 18898, in the real property records of Dallas County, Iowa (the "Easement") to the City, which prohibited the erection of any structure within the easement area.

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

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

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

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

Additionally, the Property Owners acknowledge and agree that the fence's lowest horizontal member shall be a minimum of 4" above grade or shall be open style to allow the conveyance of storm water through the easement.

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

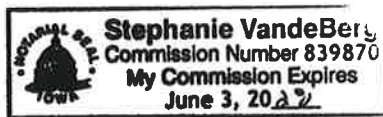
4. RUNS WITH THE LAND. This First Amendment shall be deemed to run with the land and shall be binding on the Property Owners and on the Property Owners' heirs, successors and assigns.

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

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

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

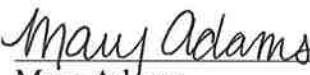
Signed this 4th day of November 2025.



PROPERTY OWNERS



Ryan Adams

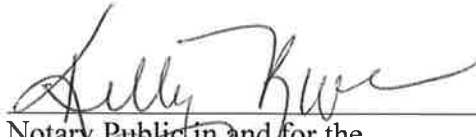


Mary Adams

STATE OF IOWA)
) SS
COUNTY OF POLK)

On this 4th day of November 2025, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Ryan Adams known to me to be the identical person named in and who executed the foregoing instrument and acknowledged that the person executed the instrument as the voluntary act of the person.

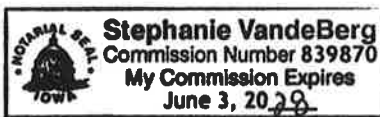


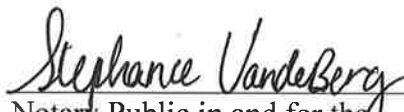


Notary Public in and for the
State of Iowa

STATE OF IOWA)
) SS
COUNTY OF POLK)

On this 4th day of November 2025 before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Mary Adams known to me to be the identical person named in and who executed the foregoing instrument and acknowledged that the person executed the instrument as the voluntary act of the person.





Notary Public in and for the
State of Iowa

CITY OF CLIVE

By: _____
John Edwards, Mayor

Attest:

Matthew D. Graham
City Clerk

STATE OF IOWA)
) SS
COUNTY OF POLK)

On this ____ day of November 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 13th day of November, 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: Jamie Miller, Administrative Specialist

DATE: November 13, 2025

RE:

Resolution Accepting 1st Amendment to Permanent Surface Water Flowage Easement for Huntington Ridge Plat 3, Lot 0 - 12960 Clark ST

SYNOPSIS:

The owners of 12960 Clark ST have requested approval to install a fence within the Permanent Surface Water Flowage Easement on the subject property. The project has been reviewed by City staff who have determined that the installation will not affect the City's ability to maintain the permanent surface water flowage easement within the easement.

The property owners have executed a First Amendment to Permanent Surface Water Flowage Easement and staff recommend that Council approve the document so that it may be recorded with the county.

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

Attachments:

1. Resolution Accepting 1st Amendment to Permanent Surface Water Flowage Easement for Huntington Ridge Plat 3, Lot 0 - 12960 Clark ST

RESOLUTION NO. _____

RESOLUTION ACCEPTING
FIRST AMENDMENT TO PERMANENT SURFACE WATER FLOWAGE
EASEMENT FOR
LOT 0 IN HUNTINGTON RIDGE PLAT 3
12960 CLARK ST

WHEREAS, the owner of Lot 0 in Huntington Ridge Plat 3 in the City of Clive, Iowa (the "Property") has submitted to the City of Clive a First Amendment to Permanent Surface Water Flowage Easement to permit the installation of a fence within the easement area on the Property; and

WHEREAS, City desires to accept the First Amendment to Permanent Surface Water Flowage Easement.

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

That the First Amendment to Permanent Surface Water Flowage Easement ("First Amendment") regarding Lot 0, Huntington Ridge Plat 3, is hereby accepted and approved by the City Council of the City of Clive, that the Mayor is hereby authorized to execute such First Amendment on behalf of the City, and the City Clerk to attest to his signature, and that the City Clerk is hereby authorized and directed to file the First Amendment with the Polk County Recorder.

PASSED AND APPROVED this ____ day of November 2025.

By: _____
John Edwards, Mayor

ATTEST:

Matthew D. Graham, City Clerk

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

FIRST AMENDMENT TO PERMANENT SURFACE WATER FLOWAGE EASEMENT

This First Amendment to Permanent Surface Water Flowage Easement ("First Amendment") is entered into by and between William Boots ("Property Owner") and the City of Clive, Iowa, a municipal corporation (hereinafter called "City").

WHEREAS, Property Owner owns that property legally described as:

Lot 0 of Huntington Ridge Plat 3 (12960 Clark ST), an Official Plat, now included in and forming a part of the City of Clive, Polk County, Iowa ("Property").

WHEREAS, R&R Development, an Iowa corporation, a predecessor in title to the Property Owner, granted that certain Permanent Surface Water Flowage Easement, dated June 21, 1993 recorded on July 7, 1993, in Book 6815, Page 571, in the real property records of Polk County, Iowa (the "Easement") to the City, which prohibited the erection of any structure within the easement area.

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 party hereby agrees 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 is located within the easement area, provided that the Property Owner installs and maintains the fence such that it does not impede the flow of storm/surface water within the easement area.

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

Additionally, the Property Owners acknowledge and agree that the fence's lowest horizontal member shall be a minimum of 4" above grade or shall be open style to allow the conveyance of storm water through the easement.

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

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

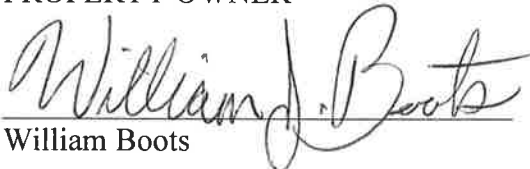
5. APPROVAL BY CITY COUNCIL. This First Amendment shall not be binding until it has received the final approval and acceptance by the City Council by Resolution which approval and acceptance shall be noted on this First Amendment by the City Clerk.

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

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

Signed this 29th day of October 2025.

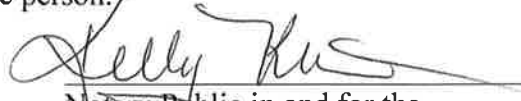
PROPERTY OWNER


William Boots

STATE OF IOWA)
) SS
COUNTY OF POLK)

On this 29th day of October 2025, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared William Boots to me known to be the identical person named in and who executed the foregoing instrument, and acknowledged that the person executed the instrument as the voluntary act of the person.





Notary Public in and for the
State of Iowa

My Commission expires _____

CITY OF CLIVE

By: _____
John Edwards, Mayor

Attest:

Matthew D. Graham
City Clerk

STATE OF IOWA)
) SS
COUNTY OF POLK)

On this ____ day of November 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 13th day of November 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: Jamie Miller, Administrative Specialist

DATE: November 13, 2025

RE: Resolution Accepting 1st Amendment to Surface Water Flowage Easement for Berkshire North Plat 6, Lot 7 - 16657 Dellwood DR

SYNOPSIS:

The owners of 16657 Dellwood DR have requested approval to install a fence within the Surface Water Flowage Easement on the subject property. The project has been reviewed by City staff who have determined that the installation will not affect the City's ability to maintain the surface water flowage within the easement.

The property owners have executed a First Amendment to Surface Water Flowage Easement and staff recommend that Council approve the document so that it may be recorded with the county.

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

Attachments:

1. Resolution Accepting 1st Amendment to Surface Water Flowage Easement for Berkshire North Plat 6, Lot 7 - 16657 Dellwood DR

RESOLUTION NO. _____

RESOLUTION ACCEPTING
FIRST AMENDMENT TO SURFACE WATER FLOWAGE EASEMENT FOR
LOT 7 IN BERKSHIRE NORTH PLAT 6
16657 DELLWOOD DR

WHEREAS, the owners of Lot 7 in Berkshire North Plat 6 in the City of Clive, Iowa (the "Property") have submitted to the City of Clive a First Amendment to Surface Water Flowage Easement to permit the installation of a fence within the easement area on the Property; and

WHEREAS, City desires to accept the First Amendment to Surface Water Flowage Easement.

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

That the First Amendment to Surface Water Flowage Easement ("First Amendment") regarding Lot 7, Berkshire North Plat 6, is hereby accepted and approved by the City Council of the City of Clive, that the Mayor is hereby authorized to execute such First Amendment on behalf of the City, and the City Clerk to attest to his signature, and that the City Clerk is hereby authorized and directed to file the First Amendment with the Dallas County Recorder.

PASSED AND APPROVED this ____ day of November 2025.

By:

John Edwards, Mayor

ATTEST:

Matthew D. Graham, City Clerk

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

FIRST AMENDMENT TO SURFACE WATER FLOWAGE EASEMENT

This First Amendment to Surface Water Flowage Easement ("First Amendment") is entered into by and between Ross Bodensteiner and Kinsey Bodensteiner ("Property Owners") and the City of Clive, Iowa, a municipal corporation (hereinafter called "City").

WHEREAS, Property Owners own that property legally described as:

Lot 7 of Berkshire North Plat 6 (16657 Dellwood DR), an Official Plat, now included in and forming a part of the City of Clive, Dallas County, Iowa ("Property").

WHEREAS, Johnston Land Acquisitions, Inc., an Iowa corporation, a predecessor in title to the Property Owners, granted that certain Surface Water Flowage Easement, dated October 28th, 2013 recorded on December 3rd, 2013, in Book 2013, Page 21815, in the real property records of Dallas County, Iowa (the "Easement") to the City, which prohibited the erection of any structure within the easement area.

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

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

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

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

Additionally, the Property Owners acknowledge and agree that the fence's lowest horizontal member shall be a minimum of 4" above grade or shall be open style to allow the conveyance of storm water through the easement.

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

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

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

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

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

Signed this 30th day of October 2025.

PROPERTY OWNERS



Ross Bodensteiner



Kinsey Bodensteiner

STATE OF IOWA)
) SS
COUNTY OF Polk)

On this 30th day of October 2025, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Ross Bodensteiner to me known to be the identical person named in and who executed the foregoing instrument and acknowledged that the person executed the instrument as the voluntary act of the person.

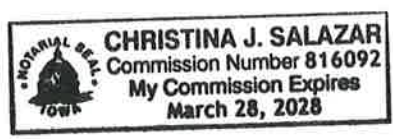


[Signature]
Notary Public in and for the
State of Iowa

My Commission expires 3.28.2028

STATE OF IOWA)
) SS
COUNTY OF Polk)

On this 30th day of October 2025, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Kinsey Bodensteiner to me known to be the identical person named in and who executed the foregoing instrument and acknowledged that the person executed the instrument as the voluntary act of the person.



[Signature]
Notary Public in and for the
State of Iowa

My Commission expires 3.28.2028

CITY OF CLIVE

By: _____
John Edwards, Mayor

Attest:

Matthew D. Graham
City Clerk

STATE OF IOWA)
) SS
COUNTY OF POLK)

On this ____ day of October 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 13th day of November 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: Jamie Miller, Administrative Specialist

DATE: November 13, 2025

RE: Resolution Accepting 1st Amendment to Overland Flowage and Private Storm Sewer Easement for Shadow Creek Plat 8, Lot 15 - 17976 Townsend DR

SYNOPSIS:

The owner of 17976 Townsend DR has requested approval to install a fence within the Overland Flowage and Private Storm Sewer Easement on the subject property. The request has been reviewed by staff who have determined that the fence should not have a negative impact on said easement.

The property owner has executed the attached First Amendment to Overland Flowage and Private Storm Sewer Easement which outlines additional responsibilities associated with the improvement within the easement area. Staff would recommend approval of the easement amendment document.

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

Attachments:

1. Resolution Accepting 1st Amendment to Overland Flowage and Private Storm Sewer Easement for Shadow Creek Plat 8, Lot 15 - 17976 Townsend DR

RESOLUTION NO. _____

RESOLUTION ACCEPTING
FIRST AMENDMENT TO OVERLAND FLOWAGE AND PRIVATE STORM
SEWER EASEMENT FOR
LOT 15 IN SHADOW CREEK PLAT 8
17976 TOWNSEND DR

WHEREAS, the owner of Lot 15 in Shadow Creek Plat 8 in the City of Clive, Iowa (the "Property") has submitted to the City of Clive a First Amendment to Overland Flowage and Private Storm Sewer Easement to permit the installation of a fence within the easement area on the Property; and

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

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

That the First Amendment to Overland Flowage and Private Storm Sewer Easement ("First Amendment") regarding Lot 15, Shadow Creek Plat 8, is hereby accepted and approved by the City Council of the City of Clive, that the Mayor is hereby authorized to execute such First Amendment on behalf of the City, and the City Clerk to attest to his signature, and that the City Clerk is hereby authorized and directed to file the First Amendment with the Dallas County Recorder.

PASSED AND APPROVED this ____ day of November 2025.

By: _____
John Edwards, Mayor

ATTEST:

Matthew D. Graham, City Clerk

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

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

This First Amendment to Overland Flowage and Private Storm Sewer Easement (“First Amendment”) is entered into by and between Lester James Yen (“Property Owner”) and the City of Clive, Iowa, a municipal corporation (hereinafter called “City”).

WHEREAS, Property Owner owns that property legally described as:

Lot 15 of Shadow Creek Plat 8 (17976 Townsend DR), an Official Plat, now included in and forming a part of the City of Clive, Dallas County, Iowa (“Property”).

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

WHEREAS, the Property Owner desires to install a on the Property, which encroaches into the easement area, and the City has agreed to consent to the installation of the 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 party hereby agrees 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 is located within the easement area, provided that the Property Owner installs and maintains the such that it does not impede the flow of storm/surface water within the easement area.

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

Additionally, the Property Owners acknowledge and agree that the fence's lowest horizontal member shall be a minimum of 4" above grade or shall be open style to allow the conveyance of storm water through the easement.

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

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

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

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

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

Signed this 29th day of October 2025.

PROPERTY OWNER

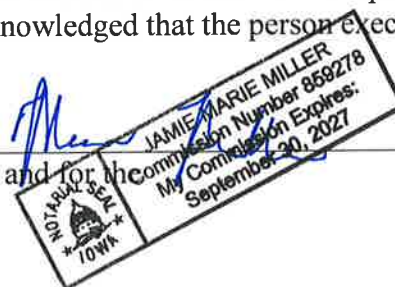

Lester James Yen

STATE OF IOWA)
) SS
COUNTY OF POLK)

On this 29th day of October 2025, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Lester James Yen to me known to be the identical person named in and who executed the foregoing instrument, and acknowledged that the person executed the instrument as the voluntary act of the person.



Notary Public in and for the
State of Iowa



CITY OF CLIVE

By: _____
John Edwards, Mayor

Attest:

Matthew D. Graham
City Clerk

STATE OF IOWA)
) SS
COUNTY OF POLK)

On this ____ day of November 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 13th day of November 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: Amanda Grutzmacher, Senior Planner

DATE: November 13, 2025

RE: Resolution Accepting Emerald Isle Drive Public Improvements

SYNOPSIS:

The Emerald Isle Drive public improvements have been completed. Staff recommends approval of the Resolution and payment to the developer in the amount of \$688,203.21 for the City's costs related to the public improvements.

Contact Amanda at 515-223-6221 or agrutzmacher@cityofclive.com if you have questions or need additional information prior to the meeting.

Attachments:

1. Resolution Accepting Public Improvements

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

RESOLUTION NO. _____

RESOLUTION ACCEPTING EMERALD ISLE DRIVE PUBLIC IMPROVEMENTS
ASSOCIATED WITH SILVERSTAR ADDITION PLAT 01

WHEREAS, an Emerald Isle Drive Public Improvements Agreement Associated with Silverstar Addition Plat 01 executed by City of Clive and IA8-156TH AND HICKMAN, LLC was recorded May 23, 2025, with the Dallas County Recorder in Book 2025 Page 08353 (the “Agreement”); and

WHEREAS, the public improvements are now completed and in a condition to be formally accepted by the City, and the City engineer has recommended such acceptance.

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

1. That the Emerald Isle Drive Public Improvements associated with Silverstar Addition Plat 01, including water mains, storm sewers, sanitary sewers, and streets are hereby accepted and incorporated into the respective water main, storm sewer, and sanitary sewer, and street systems in the City of Clive.
2. That the obligations of Developer with respect to Emerald Isle Drive Public Improvements Agreement Associated with Silverstar Addition Plat 01 are hereby declared to be satisfied.
3. That the City Clerk is hereby authorized and directed to distribute funds totaling \$688,203.21 for the Emerald Isle Drive Public Improvements reimbursement.
4. That this resolution shall be filed of record with the Dallas County, Iowa Recorder.

PASSED AND APPROVED THIS 13th day of November 2025.

CITY OF CLIVE, IOWA

By _____

John Edwards, Mayor

ATTEST:

Matthew D. Graham, City Clerk



Memo

TO: Mayor and Council members

FROM: Kelly Rivera, Administrative Specialist

DATE: November 13, 2025

RE: Receive and File Board of Adjustment Minutes - 09/16/2025

SYNOPSIS:

The attached minutes were approved at the most recent BOA meeting. Staff request that the minutes be received and filed.

Should you have any questions, please contact me at (515) 223-6221 or at krivera@cityofclive.com.

Attachments:

1. BOA Minutes 09_16_2025

CLIVE BOARD OF ADJUSTMENT MEETING MINUTES

Regular Session

September 16, 2025

This meeting was held in the City Hall Council Chambers. Public access was provided in-person at City Hall and via Zoom. Information on how to access via Zoom was provided on the city's website and on the agenda. The recording of the meeting is available on the city's website at:

https://www.cityofclive.com/boards_and_commissions/board_of_adjustment.php

FORTE CALLED THE MEETING TO ORDER AT 5:30 P.M.

**PRESENT: TERRY BROWN, ROSIE FITZGERALD, NATHAN
BORLAND, ROBERT FORTE**

ABSENT: PATRICIA HEMPHILL

STAFF: GRUTZMACHER, PURVIS, RIVERA

Amanda Grutzmacher introduced the new board member, Nathan Borland.

Election of Officers

MOTION WAS MADE BY BROWN, SECONDED BY BORLAND to reelect Robert Forte as Chairman and Rosie Fitzgerald as Vice-Chairman

VOTE: YES – UNANIMOUS

Approval of July 15, 2025 meeting minutes

MOTION WAS MADE BY BROWN, SECONDED BY BORLAND to approve the July 15, 2025 meeting minutes

VOTE: YES – UNANIMOUS

Amanda Grutzmacher conducted training for the Board.

Being no further business before the Board, the meeting was adjourned at 6:56 pm.



Memo

TO: Mayor and Council members

FROM: Kathryn Purvis, Planner

DATE: November 13, 2025

RE: Accept Decision & Order for Board of Adjustment Case# BOA25-000002: 2555 Berkshire Parkway - Shaw Spine and Sport

SYNOPSIS:

Please see attached Decision & Order for Board of Adjustment Case #BOA25-000002 - 2555 Berkshire Parkway – Shaw Spine and Sport, which details the findings of the Board of Adjustment at the October 21, 2025, meeting. Please contact Kathryn Purvis at (515) 223-6221 or kpurvis@cityofclive.com if you have questions or need additional information prior to the meeting.

Attachments:

1. BOA D&O_2555 Berkshire PKWY



**ZONING BOARD OF ADJUSTMENT
CITY OF CLIVE, IOWA
DECISION AND ORDER**

This Decision and Order of the Board of Adjustment does not constitute approval of any construction. All necessary permits must be obtained before any construction is commenced upon the property. A Certificate of Occupancy must be obtained before any structure is occupied or reoccupied after a change of use. Any conditions allowed by this Decision and Order shall not be commenced or resumed until all the requirements imposed on such use by the Zoning Ordinance and this Order have been satisfied.

The conditions allowed by this Order must commence within 90 days or this Order will be void and of no further force and effect.

CASE NUMBER: BOA25-000002

APPLICANT: Tate Muilenburg, FastSigns

PROPERTY: 2555 BERKSHIRE PKWY

PUBLIC HEARING: Oct 21, 2025

AFFECTED CODE SECTION: 11-12-6-3

VARIANCE REQUESTED: Would like to be able to have a logo and capsule that are 70% of the total signage. The square footage of the total signage is 8.02 with a linear frontage of 33 square feet.

FINDINGS OF FACT

Testimony was taken at the public hearing at 1900 NW 114th Street, Clive, Iowa on Oct 21, 2025. At that hearing, Kathryn Purvis, Planner, represented the City of Clive. No representative was present on behalf of the applicant.

The following information was presented at the hearing:

1. The Subject Property is located at 2555 Berkshire Parkway, legally described as Lot 10, Berkshire Commons Office Park Plat 1, in a C-3 Planned Office Park Commercial District.
 - At the time of the public hearing and deliberation by the Board, the subject property was owned by Two Peds and a Pod, LLC. The applicant is a tenant within the building: Shaw Spine and Sport.
 - The subject property is an existing building built in 2001, Shaw Spine and Sport has been in Suite F since 2013.

- The applicant is requesting to be allowed to install 70% of their signage to be comprised of "capsule" signage in order to display their logo and additional text outside of the individual letters.
- Section 11-12-6(1)(A) states: One and a half square feet of sign area may be erected for every linear foot of tenant frontage to a maximum of 100 square feet.
- Section 11-12-6(3) states: All building signs shall be principally comprised of individual channel letters or similar solid construction letters, at least one inch in thickness.
- Section 11-12-6(3) states: Push through, routed letters, and dimensional letters on backer boards, provided they are internally illuminated, shall be permitted.
- Section 11-12-6(3) states: For the purpose of displaying letters, symbols, or logos, no more than 25 percent of the total sign area may be allotted to an awning or capsule sign. The design standards further defines "total sign area" as the installed sign area.
- Section 11-2-1(19)(M) states: "Sign, capsule" means a sign fabricated from metal, aluminum, or some other material with a face constructed out of a panel product."
- The Development Standards Manual Version 202401, Section XII. Signs provides additional clarification and graphic examples of building mounted sign area calculations.
- The Development Standards Manual Version 202401, Section XII. Signs states: "Can" or "Cloud Channel" signs shall not meet the requirement that a sign be "principally comprised of individual" letters. "Can" signs may be utilized as capsule signs comprising no more than 25% of the installed sign area, as defined in the Zoning Ordinance.
- The subject suite is permitted to install up to 49.5 total square feet of building sign area.
- The subject suite had previously been issued Sign Permit #13-6281 for the previous building sign. The previously installed sign was approximately 9.06 square feet with individual cut letters 7" tall, a 5" tall capsule, and did not include a logo.
- The applicant submitted SGN25-000006 sign permit application on February 26, 2025. The proposed building sign was approximately 8.02 square feet, including the logo, with individual cut letters 4.9" tall, and a 3.96" tall capsule.
- Staff comments on SGN25-000006 sign permit application were emailed to the permit applicant on March 6, 2025. Said comment stated: "The logo and capsule under the individual letters need to be sized so that it only comprises 25% of the total proposed signage, or it will need to be dimensionally layered and illuminated. Currently both features comprise approximately 75% of the proposed signage."
- Staff further clarified the comment in an email exchange with Fast Signs on April 10, 2025 stating: "Building mounted signs can have logos or other small panels (similar to the Chiropractic | Rehab | Performance panel) as part of the overall sign - Clive's ordinance calls those "capsule" signs. Capsule signs shall comprise no more than 25% of the total installed sign area. The ordinance also allows for routed, push through, or other sign designs utilizing a backer; however, these types of signs are required to be illuminated. Only individual channel letters or solid construction letters with a minimum 1" thickness wouldn't need to be illuminated." The email exchange additionally stated: "The sign ordinance has been amended since the current sign was permitted and the " Chiropractic | Rehab | Performance" panel no longer complies with the ordinance as it is more than 25% of the installed sign area. This sign can remain and the vinyl could be updated, but it could not be removed and replaced with a new, otherwise identical sign. The proposed logo also does not fall within 25% of the sign area as designed."

- On May 30, 2025 staff identified the proposed sign had been installed without a permit and contacted Tate Muilenburg with FastSigns, as the primary contact that had been working with staff. FastSigns advised they were working with the client for an alternative, asking for clarification on internally mounted signage regulations. Staff advised the code does not regulate internally mounted signage, and that staff needed a new sign specification sheet demonstrating the removal of the logo to move forward.
- Staff reached out to the applicant for SGN25-000006 again on July 28, 2025, providing that updated sign specifications needed to be sent in by July 30, 2025 or the installation would be seen as a code infraction.
- On July 30, 2025 Shaw Spine and Sport reached out to Staff to gain clarity as they had been informed by FastSigns that the sign installation had been done incorrectly. Staff went over the issue being that the sign was not approved as designed and had been installed without a permit. Shaw Spine and Sport then advised that they would work with FastSigns to correct the issue, and asked for previous conversations to be forwarded to them, which staff provided the same day.
- On August 1, 2025 staff referred the unpermitted sign installation to Code Enforcement, however no official notice was mailed to the property owner.
- On August 7, 2025, Tate Muilenburg with Fast Signs called and discussed the unpermitted sign installation with Amanda Grutzmacher, Senior Planner. Amanda emailed Tate information on the variance application and process.
- On August 28, 2025 staff changed SGN25-000006 permit status to Denied.
- On September 8, 2025 Tate Muilenburg emailed Amanda Grutzmacher typed responses for the variance application. On September 11, 2025 Amanda Grutzmacher created the variance application BOA25-000002 in the CitizenServe permit portal on Muilenburg's behalf.
- The applicant states that the practical difficulty is that the "business will not be able to have the logo on the building for their business. which could cause a decline in foot traffic and expose blemishes on the walls from past signage. With the Area of the building limiting the layout and the amount of signage that can be used" and that "Due to the small area of the building where the signage can go there is not enough space to make the letters larger so the logo is less than 25%. The logo is now just barely visible from the road. Making it smaller would render it useless."
- The applicant states that the practical difficulty is not self imposed as " The area of the building where the signage goes can only fit a max amount of signage of 24 inches tall and 96 inches wide. It would make the "Shaw Spine and Sport" have oddly shaped letters due to the size of the area on the building for signage. Making the signage smaller will limit the visibility for the customers to see when driving by with the amount of space that the building can support."
- The applicant states the public interest is protected as "The business will be able to have their logo on the building and will draw more business. It will not result in injury since the way they are installed is that they are stud mounted to the wall and no piece weighs more than a pound or two"
- The applicant states that the request is consistent with the spirit and intent of the zoning ordinance and comprehensive plan as "The letters are 1 inch pvc stud mounted to the wall signage area with the pill and logo being smaller. and everything is within the allowed square foot amount."
- Staff has identified alternatives to the unpermitted signage that would be compliant with the sign regulations:
 1. increasing the size of the individual letters so that the "capsule" components are only 25% of the total installed signage
 2. decreasing the size of the logo to be within 25% of the installed signage and not removing the existing capsule sign under the individual letters
 3. installing individual letters in place of the "Chiropractic | Rehab | Performance" capsule and adjusting the logo to be within 25% of the total installed signage

4. moving the logo in its current size to an interior space such as a window or entry way where the regulations for building mounted signs would not affect its design.
5. install illuminated channel letters onto the panels of the logo and capsule

DECISION AND ORDER

Based upon this information and it's interpretation of the cited code provisions, the general sentiment of the Board is that:

1. The subject property **DOES** / **DOES NOT** have unique physical characteristics.
2. The hardship stated above **IS** / **IS NOT** self-imposed.
3. The hardship stated above **IS** / **IS NOT** based solely on property value or other financial considerations.
4. The granting of the variance **IS** / **IS NOT** necessary for the reasonable use of land for a permitted use in the property's zoning district designation.
5. The granting of the variance **IS** / **IS NOT** in harmony with the general purpose and intent of Title 11 Zoning Regulations of the City of Clive Code of Ordinances.
6. The granting of the variance **WILL** / **WILL NOT** be injurious to the neighborhood or otherwise detrimental to the public welfare.
7. The variance requested **IS** / **IS NOT** the minimum variance that will accomplish this purpose. If the variance requested is not the minimum required, a lesser variance may still be approved.

IT IS THEREFORE RESOLVED BY THE BOARD that the requested variance from Section [code] of the Clive Zoning Ordinance for the above-described property for Case # BOA25-000002 - 2555 BERKSHIRE PKWY is:

X DENIED

_____ GRANTED AS REQUESTED

_____ GRANTED AS FOLLOWS:

Signed and entered into record on the 21st day of October, 2025.



Robert Forte, Chair



Kelly Rivera, Secretary



Memo

TO: Mayor and Council members

FROM: Jeff Lucas, Recreation Manager

DATE: November 13, 2025

RE: Resolution Approving Grant Application for USA Swimming Youth Learn to Swim for Clive

SYNOPSIS:

The Recreation Team recommends approval of a grant application to USA Swimming. The grant award will offset and/or expand upon our current Crestview Scholars program offering, which provides no-cost swim lessons for area children in grades K-8. In 2025, the program supported 69 children.

The USA Swimming Foundation Youth Learn-to-Swim Grants are intended to expand existing programming and support opportunities for children who otherwise would not participate in swimming lessons for the purpose of acquiring the life-saving skill of swimming. Awarded funds may be used by the swim lesson program to offer free or reduced-cost swimming lessons and/or support transportation to/from the swim lesson location(s).

Attachments:

1. Resolution

RESOLUTION NO. _____

RESOLUTION APPROVING USA SWIMMING YOUTH LEARN TO SWIM GRANT
APPLICATION FOR CLIVE PARKS AND RECREATION DEPARTMENT

WHEREAS, the City Council of the City of Clive (the “city”) desires to apply for a USA Swimming Foundation grant relating to funding for free or reduced-cost swim lessons held at Clive Aquatic Center; and

WHEREAS, the USA Swimming Foundation grant application must be executed on behalf of the City; and.

WHEREAS, the USA Swimming Foundation Youth Learn-to-Swim Grant is intended to expand existing programming and support opportunities for children who otherwise would not participate in swimming lessons for the purpose of acquiring the life-saving skill of swimming.

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

That the City approves the submission of an application for a USA Swimming Foundation grant to fund free or reduced-cost swim lessons conducted at Clive Aquatic Center; the Mayor or his designee is hereby authorized and directed to execute said application on behalf of the city to evidence such approval; and City staff are authorized to file the grant application with USA Swimming Foundation.

PASSED AND APPROVED this 13th day of November, 2025.

By _____
John Edwards, Mayor

ATTEST:

Matthew Graham, City Clerk



Memo

TO: Mayor and Council members

FROM: Mela Nisic, Human Resources Specialist

DATE: November 13, 2025

RE: Approve Pay Rate - Jonathan Cygan - Engineering Administrator - \$128,000/Yr - Effective 04/12/2026

SYNOPSIS:

Over the past three years, Jon Cygan has served as a Civil Engineer for the City, bringing a strong foundation in public infrastructure and development. With a BA in Civil Engineering from Iowa State University and prior experience as a Senior Engineer and Engineering Technician for the City of Urbandale, and as a Site EIT for Shive-Hattery, Jon has consistently demonstrated expertise across all phases of development. Current responsibilities include reviewing plans for both public and private projects, producing in-house designs, overseeing active construction, and preparing staff reports, presentations, contracts, and permits. Jon also manages easement negotiations and property acquisitions. This promotion to Engineering Administrator recognizes his proven ability to lead complex projects and support the City's long-term development goals.

Attachments:

1. Cygan Offer Letter
2. Cygan Resume
3. Engineering Administrator Job Description

Memo

TO: Jonathan Cygan
FROM: Matt McQuillen, City Manager
DATE: October 29, 2025
RE: Employment Offer



City Manager

It is my pleasure to offer you the opportunity to become the next Public Works – Engineering Administrator for the City of Clive. Your education, professional experience, and qualifications as an Civil Engineer will contribute in your success in this new role. I look forward to your continued growth as you assume the additional duties required for this new role.

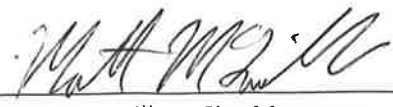
I anticipate, dependent upon your acceptance, to have the recommendation before the City Council on November 13, 2025. As for all non-union staff, the Clive Employee Handbook is the controlling document for employees. In summary, the following is proposed:

Start Date:	April 12, 2026
Beginning Salary:	\$128,000/year
Vacation:	In accordance with the Employee Handbook dated June 26, 2025, employees are customarily granted 120 hours of vacation leave upon completion of five years of continuous service. As part of your enhanced benefits package, you will be awarded 120 hours (equivalent to three weeks) of vacation pay, effective as of your start date in April 2026.
Employment Status:	Exempt
Supervisor:	Jeff May, Public Works Director

As you review the offer and our Employee Handbook please feel free to contact me with questions you may have regarding your employment. If the above is acceptable please sign in the space provided below and return at your earliest convenience.

I look forward to your continued service to the Clive Team and hope your employment experience in the new role will be enjoyable and rewarding in the coming years.

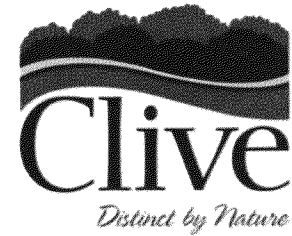

Jonathan Cygan
Date 11/6/25


Matt McQuillen, City Manager
Date 11/6/25

The offer is contingent upon the Clive City Council approval of the recommended wage rate.

POSITION

Engineering Administrator

COUNCIL APPROVEDDate 10/23/2025**FLSA CLASSIFICATION**

Exempt

FACILITY AND WORK AREA

City of Clive-Public Works facility and other locations generally within the City of Clive.

JOB SUMMARY

Under general supervision of the Public Works Director, performs work relating to the development, coordination, administration and supervision of the Engineering Division of the Public Works Department. Performs a variety of routine and complex technical engineering work to ensure public and private infrastructure is analyzed, designed, constructed, inspected and managed in accordance with City Codes, policies and regulations. Works with the Public Works Department co-workers to accomplish various assignments and activities.

JOB FUNCTIONSExamples of Essential Job Functions:

- Participates in the development and administration of the Engineering Division budget.
- Provides training, supervision and evaluation of personnel in the Engineering Division.
- Participates in the hiring and disciplinary procedures of personnel in the Engineering Division.
- Assists in the development of the Capital Improvement Program.
- Prepares staff reports, presentations, engineering calculations, engineering designs and specifications, contract documents, permit applications to state and federal agencies and cost estimates for budgetary and bidding purposes.
- Reviews and approves designs, plans and specifications for private development projects including subdivision plats, construction drawings, development plans, site plans, traffic studies, grading/erosion control, storm water detention, and legal descriptions and easements.
- Develops and administers designs, budgets, bidding, plans and specifications for public infrastructure projects including water main, sanitary sewer, storm sewer, storm water detention, street paving (including grades and alignment) sidewalks, traffic control improvements, grading/erosion control, legal description and easements.
- Oversees the construction inspection process and personnel for public and private infrastructure improvements to ensure that construction is in accordance with plans, specifications and permits.
- Responsible for the maintenance of as-built records related to water main, sanitary sewer, storm sewer, storm water detention, streets, sidewalks, traffic control, and city benchmark elevation.
- Manages professional service agreements with the City's engineering related consultants and administers

pay application requests.

- Explains and provides information and guidance regarding applicable codes within area of responsibility to contractors, engineers, developers, and other interested parties.
- Prepares and negotiates easements and property acquisition.
- Evaluates workflow and makes recommendations for process improvements.
- Completes reports required by state and federal agencies.
- Attends City Council meetings as needed to present project updates and answer questions.
- Regular attendance is essential for this position.

Other Job Duties:

- Represents the City on various metro boards and committees as directed by the Director of Public Works.
- Attends workshops, seminars, and conferences as approved to further develop knowledge, skills, and abilities in order to maintain, enhance, or achieve certification in various areas of expertise.
- Attends meetings during the day and after hours as needed.
- Responds to public or other inquiries and concerns related to the City engineering operations.
- Performs activities under strict deadlines and other time pressures.
- Assists other City departments with engineering-related services as directed.
- Performs other duties or assumes other responsibilities as apparent or assigned.

PHYSICAL AND ENVIRONMENTAL CHARACTERISTICS

Required Physical Activities:

Sitting, finger dexterity, grasping, feeling, talking, hearing, reaching, repetitive motions.

Vision Requirements:

The minimum for those whose work is involved primarily with extensive reading, preparing, analyzing text and/or data, and the use of a computer terminal.

Physical Characteristics of the Job:

Medium work requiring exertion of twenty (20) to fifty (50) pounds of force occasionally, and/or ten (10) to twenty-five (25) pounds of force frequently, and/or greater than negligible up to ten (10) pounds of force constantly.

Environmental Characteristics:

The work is performed both inside and outside which includes seasonal exposure to cold and heat. The worker is also exposed to darkness or poor lighting, dirt, dust, fumes/odors, moving machinery, noise, vibration, visual strain, wetness humidity, working on uneven ground, mechanical hazards, chemical hazards, electrical hazards, fire hazards, traffic hazards, and bodily injury. Also, the work may expose the employee to unpleasant social situations and require the employee to work irregular hours.

EQUIPMENT AND MATERIALS USED

Network computer including keyboard, monitor, mouse, and printer; Mobile radio, cellular phone, photocopier, plotter, scanner, telephone, car/light truck, fax machine, City of Clive Code of Ordinances, Code of Iowa, Manual for Uniform Traffic Control Devices (MUTCD), Statewide Urban Design and Specifications Manual (SUDAS), GPS device, transit, level, metal detecting device, computer hardware and software, calculator, extension cords, ladders, measuring equipment, photographic equipment, digital photographic equipment, digital scanners, and personnel policies.

EMPLOYMENT STANDARDS

Required Knowledge, Skills, and Abilities

- Ability to use logical thinking to solve problems with several concrete or abstract variables; ability to communicate technical solutions to non-technical people.
- Ability to perform arithmetic, algebraic and geometric calculations as necessary to review and analyze engineering calculations.
- Ability to compose original correspondence; ability to understand technical manuals and data.
- Ability to establish and maintain an effective working relationship with superiors, co-workers, and the public.
- Basic knowledge of materials and methods used in construction; knowledge of construction processes; knowledge of engineering and land surveying principles and practice.
- Ability to read and interpret plans, specifications, blueprints, legal descriptions and contract documents accurately.
- Ability to operate a personal computer and software such as Microsoft Office, AutoCad, ArcView and other related software.
- Ability to perform all job duties safely and in accordance with applicable rules, guidelines, policies and training.

EDUCATION, TRAINING AND EXPERIENCE

Required Education

Bachelor's Degree in Civil Engineering from a four (4) year accredited college or university.

Required Experience

Five (5) years of progressively responsible work experience in civil engineering including field and office experience.

Preferred Experience

Two (2) years of personnel supervision.

Required Qualifications

- Shall possess or be able to obtain a valid Iowa Driver's License and have a good driving record for the past three (3) years.
- Shall possess or be able to obtain within 6 months a State of Iowa Professional Engineering license.

The City of Clive retains the authority to change the job duties included in this job description at any time. The list of duties is not exhaustive, and various requirements are subject to possible modification as a reasonable accommodation for a qualified individual.



Memo

TO: Mayor and Council members

FROM: Mela Nisic, Human Resources Specialist

DATE: November 13, 2025

RE: Approve Pay Rate - Daniel Lass - Building Inspector II - \$39.03/Hr -
Effective 11/23/2025

SYNOPSIS:

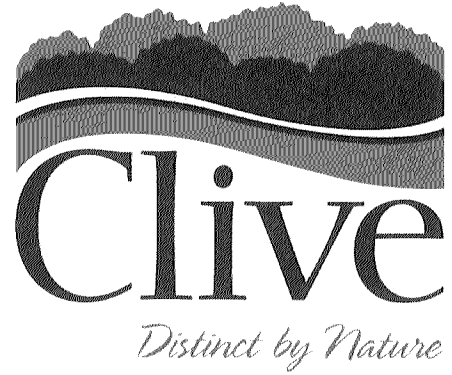
Dan has been a valued member of the City's team for the past five years, working as a Building Inspector I. Over that time, he's shown dedication to his role and a strong commitment to keeping our buildings safe and up to code. Recently, Dan earned his ICC Combination Inspector Certification, which reflects his expanded expertise across multiple inspection areas. This achievement makes him a great candidate for promotion and positions him to take on broader responsibilities within the department.

Attachments:

1. Lass Promotional Letter
2. Building Inspector II Job Description

Memo

TO: Grant Nixon
FROM: Matt McQuillen, City Manager
DATE: June 6, 2025
RE: Promotional Employment Offer



City Manager

I am pleased to offer you the opportunity to become a Building Inspector II for the City of Clive. Your completion of a series of ICC certifications demonstrating your commitment to expanding your building inspection and plan review knowledge, education, past experience, and experience as Building Inspector will aid in your success in this new position. I look forward to your continued growth as you assume the additional duties required for this new position.

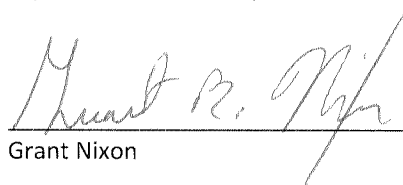
I anticipate, dependent upon your acceptance, to have the recommendation before the City Council on June 12, 2025. As for all non-union staff, the Clive Employee Handbook is the controlling documents for employees.

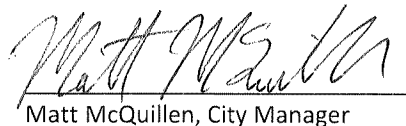
The following offer and attachments clarify certain standard employee benefits.

Proposed Start Date:	July 1, 2025
Beginning Salary:	\$42.55/hour
Employment Status:	Full-Time Non-Exempt
Supervisor:	Construction Services Administrator, Ryan Mayer

As you review the offer and our Employee Handbook, please feel free to contact me with questions you may have regarding your employment. If the above is acceptable, please sign in the space provided below and return at your earliest convenience.

I look forward to your continued service to the Community Development Department and hope your employment experience in the new position will be enjoyable and rewarding in the coming years.

 6/6/25
Grant Nixon Date

 6/6/25
Matt McQuillen, City Manager Date

The offer is contingent upon the Clive City Council's approval of the recommended wage rate.



City of Clive (IA) Building Inspector II

CLASS CODE	BUILDINSPII	SALARY	\$35.07 - \$45.60 Hourly \$72,950.07 - \$94,844.00 Annually
ESTABLISHED DATE	November 10, 2021	REVISION DATE	July 01, 2025

JOB SUMMARY

Under general supervision of the Construction Services Administrator, performs work relating to building inspection, nuisance abatement, and zoning enforcement duties. Works with Community Development Department co-workers to accomplish various assignments and activities. Performs a variety of routine and complex technical work related to reviewing plans, inspecting construction activity, and enforcing the provisions of the building code, residential building code, existing building code, plumbing code, fuel gas code, mechanical code, electrical code, energy conservation code, zoning ordinance, and other applicable City ordinances. May also be assigned to assist with front counter activities such as answering questions and issuing permits. Performs other duties as required.

JOB FUNCTIONS

REQUIRED DUTIES

- Assists the public at the community development counter as needed by answering the phone and answering inquiries or explaining procedures relating to city permits, codes, and inspections.
- Performs field inspections and provides code interpretations relating to the building (structural, framing, footings, etc.), plumbing (utility, sanitary, storm sewer, etc.), electrical and mechanical (HVAC, venting, gas lines, etc.) for commercial and residential construction to ensure compliance with adopted building codes and ordinances. This includes new construction, remodeling, additions, rehabilitations, rental properties, and or other structures (fences, garages, storage sheds, swimming pools, etc.).
- Completes residential and commercial building construction and site plan reviews and provides ongoing assistance throughout the project by meeting with owners and contractors to assist in compliance with codes.
- Periodically inspects to monitor for violations of local code; responds to complaints of potential code violations relating to signing, building occupancy, nuisances, hazardous conditions, construction, land use, zoning, clearing, grading, filling, polluting, or other code-related matters; initiates communications and enforcement actions to achieve corrective action.
- Provides information and provides guidance regarding applicable codes within the area of responsibility to architects, engineers, contractors, developers, property owners, and other interested parties.
- Maintains various logs and records related to work assignments and inspection activities.
- Performs activities under strict deadlines and other time pressures.
- Assists the Construction Services Administrator with the administration of the Rental Housing Program.

- Assists the Construction Services Administrator with the research, creation of reports, and presentations to the Board of Code Appeals.
- Assists the Construction Services Administrator in updating and revising residential, building, plumbing, electrical, and mechanical codes.
- Regular attendance is essential for this position.

OTHER DUTIES

- Attends workshops, meetings, and various seminars relating to building codes as needed to develop knowledge, skills, and abilities further.
- Answers phones and responds to electronic communications.
- Research and provide forms and copies of various maps and documents.
- Prepares correspondence to contractors, city staff, or the public addressing issues relative to job functions.
- Performs other duties as apparent or assigned.

EMPLOYMENT STANDARDS AND QUALIFICATIONS

Required Knowledge, Skills, and Abilities

- Ability to effectively interpret plans, specifications, and manuals properly and accurately.
- Knowledge of mathematics and geometry as applied to building design problems of moderate complexity.
- Ability to establish and maintain effective working relationships with fellow employees, outside consultants, contractors, and the general public.
- Knowledge of the materials, principles, and practices of constructing and altering various building components in both residential and commercial applications.
- Knowledge of the materials, principles, and practices of constructing, installing, maintaining, and operating a variety of heating, cooling, ventilating, and refrigeration systems in both residential and commercial applications.
- Knowledge of the material, principles, and practices of constructing, installing, maintaining, and operating a variety of electrical installations, equipment, and testing devices in both residential and commercial applications.
- Knowledge of the principles and practices of constructing, installing, maintaining, and operating a variety of plumbing installations, equipment, and testing devices in both residential and commercial applications.
- Ability to perform all job duties safely and in accordance with applicable rules, guidelines, policies, and training.

EDUCATION, TRAINING & EXPERIENCE

Education Required

- Two (2) years of college-level coursework or vocational training in building construction or equivalent work experience beyond the required experience below.

Experience Required

- Seven (7) years of progressively responsible work experience in building construction with a minimum of five (5) years of work experience directly related to building inspection services.

Required Special Qualifications

- Shall possess or be able to obtain a valid Iowa Driver's license and have a good driving record for the past three years.
- Shall possess and maintain the International Code Council (ICC) Combination Inspector Certificate.

PHYSICAL AND ENVIRONMENTAL CHARACTERISTICS

Required Physical Activities

- Climbing, balancing, stooping, kneeling, crouching, crawling, reaching, standing, walking, sitting, pushing, pulling, lifting, grasping, talking, hearing, and repetitive motions.

Physical Characteristics of the Job

- Medium work requiring exertion of twenty (20) to fifty (50) pounds of force occasionally, and/or ten (10) to twenty-five (25) pounds of force frequently, and/or greater than negligible up to ten (10) pounds of force constantly.
- Possess hand/eye/foot coordination adequate to operate drafting equipment, hand tools, survey equipment, a computer keyboard, and operate a vehicle.
- Ability to talk and hear in person, by telephone, and by two-way radio.
- Ability to comprehend and understand work instructions from oral and written English communications and drawings.
- Ability to traverse irregular or variable terrain not readily accessible by vehicle for the purpose of obtaining a topographic survey or performing site inspections.
- Ability to see and read instructions, field notes, codes, and characters on a computer screen, test gauges, and dials.

Environmental Conditions

- The work is performed both inside and outside, which includes seasonal exposure to cold and heat.
- The worker is also potentially exposed to darkness or poor lighting, dirt/dust, fumes/odors, moving machinery, noise, vibration, visual strain, wetness/humidity, working on uneven ground, mechanical hazards, chemical hazards, electrical hazards, fire hazards, traffic hazards, and bodily injury.

EQUIPMENT AND MATERIALS USED

Mobile radio, cellular phone,, photocopier, large format plotter, large format digital scanner, telephone, car/light truck, fax machine, dictionary, City of Clive Code of Ordinances, Code of Iowa, Manual for Uniform Traffic Control Devices, Urban Design Standard Manual, Urban Standard Specification Manual, GPS device, transit, level, electrical tester, gas tester, metal detecting device, computer/tablet hardware and software, calculator, extension cords, ladders, hammer, stakes, measuring equipment, photographic equipment, personal computer, digital photographic equipment, digital scanners, computer network, computer printer,, personnel policies.

The City of Clive retains the authority to change the job duties included in this job description at any time. The list of duties is not exhaustive, and various requirements are subject to possible modification as a reasonable accommodation for a qualified individual.



Memo

TO: Mayor and Council members

FROM: Amanda Grutzmacher, Senior Planner

DATE: November 13, 2025

RE: Public Hearing - Parkland Vacation

SYNOPSIS:

In 2023, Keys Custom Homes, LLC donated a 1,601 square foot portion of Lot 49 of Shadow Creek Plat 6 (Parcel 23-45) to the City of Clive as parkland in order for the property to qualify for the Disabled Veteran Homestead Property Tax Credit. The current owners of the remaining portion of Lot 49 have requested Parcel 23-45 be vacated and sold to them to restore the original lot configuration. The property owners have agreed to pay the market value for Parcel 23-45, to reimburse the City for associated costs, and to enter into a lot tie agreement for the property.

Though adjacent to the future extension of the Greenbelt Trail, Parcel 23-45 would not easily be incorporated into public recreation space due to its configuration and surrounding improvements. Staff recommends that Parcel 23-45 does not provide a continued public benefit as parkland and further recommends approval of the vacation request.

Planning and Zoning Commission considered the vacation request at their meeting on November 4, 2025 and recommended approval. Staff recommends approval of the parkland vacation in conjunction with approval of the purchase agreement with the Taylors and lot tie agreement.

If you have questions or need additional information prior to the meeting, contact Amanda at agrutzmacher@cityofclive.com or 515-223-6221.

Attachments:

None



Memo

TO: Mayor and Council members

FROM: Amanda Grutzmacher, Senior Planner

DATE: November 13, 2025

RE: Resolution Vacating a Portion of Greenbelt Park

SYNOPSIS:

Staff recommends approval of the parkland vacation in conjunction with approval of the purchase agreement with the Taylors and lot tie agreement.

If you have questions or need additional information prior to the meeting, contact Amanda at agrutzmacher@cityofclive.com or 515-223-6221.

Attachments:

1. Resolution
2. Parcel location

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

RESOLUTION NO. ____

RESOLUTION VACATING A PORTION OF GREENBELT PARK

WHEREAS, the City of Clive currently holds title to certain real estate which constitutes a portion of the Greenbelt Park in the City of Clive and is legally described as set forth in Exhibit A attached hereto and incorporated herein by this reference (the "Real Estate"); and

WHEREAS, the Real Estate described above was acquired by the City of Clive through parkland donation, but is no longer necessary; and

WHEREAS, City staff has recommended the vacation and conveyance of a portion of the Real Estate to the adjoining property owners, Kevin L. Taylor Trust u/t/a April 28, 2025, and Lacey J. Taylor Trust u/t/a April 28, 2025; and

WHEREAS, the City Council of the City of Clive on the 13th day of November, 2025, held a public hearing on the question of vacating a portion of Greenbelt Park; and

WHEREAS, the City Council has determined that the Real Estate described herein provides no public benefit and should be vacated.

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

1. The portion of Greenbelt Park as legally described in Exhibit A is hereby vacated and all plats affected thereby shall hereby be deemed to be amended in accordance with this Resolution.
2. This resolution shall be recorded with the Dallas County Recorder and shall serve as public notice that a portion of Greenbelt Park is hereby vacated by the City of Clive, Iowa.

PASSED AND APPROVED THIS _____ day of _____, 2025.

CITY OF CLIVE, IOWA

By _____
John Edwards, Mayor

ATTEST:

Matthew D. Graham, City Clerk

EXHIBIT "A"

PARKLAND VACATION LEGAL DESCRIPTION

PARCEL 23-45 OF THE SURVEY OF A PART OF LOT 49 IN SHADOW CREEK PLAT 6, AN OFFICIAL PLAT, NOW INCLUDED IN AND FORMING A PART OF THE CITY OF CLIVE, AS SHOWN IN BOOK 2023, PAGE 6444 AND AMENDED IN BOOK 2023, PAGE 18925 IN THE OFFICE OF THE RECORDER OF DALLAS COUNTY, IOWA, AND MORE PARTICULARLY DESCRIBED AS:

A PORTION OF LOT 49, SHADOW CREEK PLAT 6, AN OFFICIAL PLAT, CLIVE, DALLAS COUNTY, IOWA BEGINNING AT THE MOST SOUTHERLY CORNER OF SAID LOT 49; THENCE N28°17'35"W ALONG THE SOUTHWESTERLY LINE OF SAID LOT 49, A DISTANCE OF 119.33 FEET TO THE NORTHWESTERLY CORNER OF SAID LOT 49; THENCE N64°44'25"E ALONG THE NORTHWESTERLY LINE OF SAID LOT 49, A DISTANCE OF 13.52 FEET; THENCE S28°17'35"E PARALLEL WITH AND 13.50 FEET NORTHEASTERLY OF THE SOUTHWESTERLY LINE OF SAID LOT 49; THENCE S58°44'35"W ALONG THE SOUTHEASTERLY LINE OF SAID LOT 49, A DISTANCE OF 13.52 FEET TO THE POINT OF BEGINNING.





Memo

TO: Mayor and Council members

FROM: Amanda Grutzmacher, Senior Planner

DATE: November 13, 2025

RE: Resolution Approving Purchase Agreement and Quit Claim Deed - Parcel 23-45

SYNOPSIS:

Staff recommends approval of the Resolution Approving Purchase Agreement and Quit Claim Deed in conjunction with the lot tie agreement and parkland vacation.

Contact Amanda at 515-223-6221 or agrutzmacher@cityofclive.com if you have questions or need additional information prior to the meeting.

Attachments:

1. Purchase Agreement and Quit Claim Deed
2. Resolution

REAL ESTATE PURCHASE AGREEMENT

THIS REAL ESTATE PURCHASE AGREEMENT (the “Agreement”) is made and entered into as of _____, 2025, (the “Effective Date”) by and between **KEVIN L. TAYLOR TRUST U/T/A APRIL 28, 2025, and LACEY J. TAYLOR TRUST U/T/A APRIL 28, 2025** (“Buyer”) and **CITY OF CLIVE, IOWA** (“Seller”).

RECITALS:

- A. Seller is the owner of certain real estate described on Exhibit “A” attached hereto together with any and all buildings and other improvements thereon, and all rights, easements, and appurtenances thereto (collectively, the “Property”); and
- B. Buyer desires to buy and Seller desires to sell the Property, on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the promises and the mutual covenants of the parties hereinafter expressed, it is hereby agreed as follows:

1. **PURCHASE AND SALE.** In accordance with and subject to the terms and conditions of this Agreement, on the Closing Date (as hereinafter defined), Seller agrees to sell to Buyer and Buyer agrees to purchase from Seller, the Property. The purchase price for the Property shall be five hundred and twelve dollars and thirty-two hundredths **\$512.32** (\$0.32 per square foot x 1,601 square feet) and shall be paid in full at the time of closing.

2. **REAL ESTATE TAXES.** Seller shall pay all real estate taxes that are due and payable as of the Closing Date and constitute a lien against the Property, including any unpaid real estate taxes for any prior years. Buyer shall pay all subsequent real estate taxes.

Unless otherwise provided in this Agreement, at closing Seller shall pay Buyer, or Buyer shall be given a credit for, taxes from the first day of July prior to possession to the date of possession based upon the last known actual net real estate taxes payable according to public records. However, if such taxes are based upon a partial assessment of the present property improvements or a changed tax classification as of the date of possession, such proration shall be based on the current levy rate, assessed value, legislative tax rollbacks and real estate tax exemptions that will actually be applicable as shown by the assessor's records on the date of possession.

3. **SPECIAL ASSESSMENTS.** Seller shall pay (i) all installments of special assessments that are a lien on the Property as of the Closing Date and (ii) all charges for solid waste removal, sewage and maintenance that are attributable to Seller's possession, including those for which assessments arise after Closing, shall be paid by Seller. Any preliminary or deficiency assessment that cannot be discharged by payment shall be paid by Seller through an escrow account with sufficient funds to pay such liens when payable, with any unused funds returned to Seller. Buyer shall pay all other special assessments.

4. **CONDITION TO CLOSING.** Seller's obligation to sell the Property is conditioned

upon the City Council of the City of Clive approving the sale of the Property on the terms and conditions set forth in this Agreement.

5. RISK OF LOSS AND INSURANCE. Intentionally omitted.

6. POSSESSION AND CLOSING. The closing of the purchase of the Property (the “Closing”) shall take place on a date mutually agreeable to the parties. If Buyer timely performs all its obligations, possession of the Property shall be delivered to Buyer after closing. Closing shall occur after the approval of title by Buyer and vacation of the Property by Seller, but prior to possession by Buyer. Seller agrees to permit Buyer to inspect the Property within seventy-two (72) hours prior to closing to assure that the Property is in the condition required by this Agreement. This transaction shall be considered closed upon the filing of the title transfer documents and receipt of all funds due at closing from Buyer under this Agreement.

7. ABSTRACT AND TITLE. The parties hereby acknowledge and agree no title review shall be conducted as part of this transaction. Seller shall not be required to provide the abstract for the Property to Buyer and shall not be required to take any corrective action to remove any encumbrances on title to the Property. Seller is not providing any warranties of title to the Property, and Buyer will be accepting title of the Property at closing “as-is.”

8. CONDITION OF PROPERTY. The Property as of the date of this Agreement, including buildings, grounds, and all improvements, will be preserved by the Seller in its present condition until possession, ordinary wear and tear excepted. Seller make no warranties, expressed or implied, as to the condition of the property. Subject to the express terms of this agreement, Buyer acknowledges that Buyer will be acquiring the Property based upon Buyer’s own investigation and inspection thereof. Seller and Buyer agree that, except as otherwise set forth in this agreement, the Property shall be sold and Buyer shall accept title and possession of the Property at closing “AS IS, WHERE IS, WITH ALL FAULTS” and, other than paying existing liens and taxes applicable to Seller’s occupancy including any mortgages, with no right of set off or reduction in the Purchase Price, and that except as otherwise set forth in this agreement, such sale shall be without representation or warranty of any kind, express or implied, oral or written, and Seller does hereby disclaim and renounce any such representation or warranty.

9. ENVIRONMENTAL MATTERS. To Seller’s current, actual knowledge, there are no abandoned wells, solid waste disposal sites, hazardous wastes or substances, or underground storage tanks located on the Property, nor is Seller aware of the Property containing levels of radon gas, asbestos, or urea-formaldehyde foam insulation which require remediation under current governmental standards. Additionally, to Seller’s current, actual knowledge, Seller has done nothing to contaminate the Property with hazardous wastes or substances; provided, however, Buyer acknowledges that Seller’s historic use of the Property has been for commercial agricultural purposes, and that Seller, or Seller’s agents, have used products and substances on the Property that are typically and customarily used in commercial agricultural operations. Seller is unaware of any local, state, or federal judicial or administrative action, investigation or order, as the case may be, regarding wells, solid waste disposal sites, hazardous wastes or substances, or underground storage tanks on the Property. Seller shall also provide Buyer with a properly executed Groundwater Hazard Statement showing no wells, private burial sites, solid waste disposal sites, private sewage disposal system, hazardous waste and underground storage tanks on

the Property unless disclosed in this Agreement.

8. DEED. Upon payment of the purchase price, Seller shall convey the Property to Buyer via quitclaim deed, in the form attached hereto as Exhibit "B".

9. USE OF PURCHASE PRICE. At time of settlement, funds of the purchase price may be used to pay taxes and other liens and to acquire outstanding interests, if any, of others.

10. REMEDIES OF THE PARTIES.

A. If Buyer fails to timely perform this Agreement, Seller may forfeit this Agreement as provided in Iowa Code Chapter 656, and all payments made shall be forfeited.

B. If Seller fails to timely perform this Agreement, Buyer has the right to have all payments made returned to it.

C. Buyer and Seller are also entitled to utilize any and all other remedies or actions at law or in equity available to them, and the prevailing parties shall be entitled to obtain judgment for costs and attorney fees.

11. NOTICE. Any notice under this Agreement shall be in writing and be deemed served when it is delivered by personal delivery or mailed by certified mail, addressed to the parties at the addresses given below.

12. GENERAL PROVISIONS. In the performance of each part of this Agreement, time shall be of the essence. Failure to promptly assert rights herein shall not, however, be a waiver of such rights or a waiver of any existing or subsequent default. This Agreement shall apply to and bind the successors in interest of the parties. This Agreement shall survive the closing. This Agreement contains the entire agreement of the parties and shall not be amended except by a written instrument duly signed by Seller and Buyer. Paragraph headings are for convenience of reference and shall not limit or affect the meaning of this Agreement. Words and phrases herein shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender according to the context.

13. NO REAL ESTATE AGENT OR BROKER. Neither party has used the service of a real estate agent or broker in connection with this transaction.

14. CERTIFICATION. Buyer and Seller each certify that they are not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by any Executive Order or the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person" or any other banned or blocked person, entity, nation or transaction pursuant to any law, order, rule or regulation that is enforced or administered by the Office of Foreign Assets Control; and are not engaged in this transaction, directly or indirectly on behalf of, any such person, group, entity or nation. Each party hereby agrees to defend, indemnify and hold harmless the other party from and against any and all claims, damages, losses, risks, liabilities and expenses (including attorney's fees and costs) arising from or related to my breach of the foregoing

certification.

15. INSPECTION OF PRIVATE SEWAGE DISPOSAL SYSTEM. Seller represents and warrants to Buyer that to Seller's current, actual knowledge, the Property is not served by a private sewage disposal system, and there are no known private sewage disposal systems on the property.

17. SETTLEMENT COSTS. Buyer party shall solely be responsible payment of all settlement costs associated with this transaction, including but not limited to for Seller attorneys' fees and other City staff costs incurred by it in connection with this Agreement and the transactions contemplated hereby. Payment of such settlement costs shall be due at the time of Closing. Buyer shall pay the transfer tax assessed by Dallas County, Iowa, t, and the recording fee of the deed.

18. ACCEPTANCE. When accepted, this Offer shall become a binding contract (as used herein, the "Agreement").

19. RECORDING. Neither this offer, nor a memorandum thereof, may be recorded against the Property without Seller's prior written consent, which consent may be granted or withheld in Seller's sole and absolute discretion.

(Signature page follows)

Accepted _____, 2025

Dated September 22, 2025

SELLER:

CITY OF CLIVE, IOWA

By: _____

Name: John Edwards, Mayor

EIN# _____

Address: Attn: Matthew Graham, City Clerk
1900 NW 114th St
Clive, Iowa 50325

BUYERS:

KEVIN L. TAYLOR TRUST U/T/A
APRIL 28, 2025

By: _____

Name: Kevin Taylor, Trustee

LACEY J. TAYLOR TRUST U/T/A
APRIL 28, 2025

By: _____

Name: Lacey Taylor, Trustee

Address: 3948 NW 181st St
Clive, IA 50325

EXHIBIT A

LEGAL DESCRIPTION

Parcel 23-45 of the Survey of a part of Lot 49 in SHADOW CREEK PLAT 6, an Official Plat, now included in and forming a part of the City of Clive, as shown in Book 2023, Page 6444 and Amended in Book 2023, Page 18925 in the Office of the Recorder of Dallas County, Iowa, and more particularly described as:

A portion of Lot 49, Shadow Creek Plat 6, an Official Plat, Clive, Dallas County, Iowa beginning at the most southerly corner of said Lot 49; thence N28°17'35"W along the southwesterly line of said Lot 49, a distance of 119.33 feet to the northwesterly corner of said Lot 49; thence N64°44'25"E along the northwesterly line of said Lot 49, a distance of 13.52 feet; thence S28°17'35"E parallel with and 13.50 feet northeasterly of the southwesterly line of said Lot 49; thence S58°44'35"W along the southeasterly line of said Lot 49, a distance of 13.52 feet to the point of beginning.

EXHIBIT B

QUIT CLAIM DEED

Preparer/Return To: Patrick T. Burk, 6701 Westown Parkway, Suite 100, West Des Moines, IA 50266, 515-274-1450
Address Tax Statement: Kevin and Lacey Taylor, 2948 181th St., Clive, IA 50325

QUIT CLAIM DEED

For the consideration of One Dollar (\$1.00) and other valuable consideration, the City of Clive, Iowa, an Iowa municipal corporation, does hereby Quit Claim to Kevin L. Taylor Trust u/t/a April 28, 2025, and Lacey J. Taylor Trust u/t/a April 28, 2025, all right, title, interest, estate, claim and demand in the following described real estate in Dallas County, Iowa:

Parcel 23-45 of the Survey of a part of Lot 49 in SHADOW CREEK PLAT 6, an Official Plat, now included in and forming a part of the City of Clive, as shown in Book 2023, Page 6444 and Amended in Book 2023, Page 18925 in the Office of the Recorder of Dallas County, Iowa

This deed is exempt from revenue stamps pursuant to Iowa Code Section 428A.2(6): Iowa political subdivision is the grantor, assignor, transferor, or conveyor.

There is no known private burial site, well, solid waste disposal site, underground storage tank, hazardous waste, or private sewage disposal system on the property as described in Iowa Code Section 558.69, and therefore the transaction is exempt from the requirement to submit a groundwater hazard statement.

Each of the undersigned hereby relinquishes all rights of dower, homestead and distributive share in and to the real estate. 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.

Dated: _____.

CITY OF CLIVE, IOWA

By _____
John Edwards, Mayor

ATTEST:

Matthew D. Graham, City Clerk

STATE OF IOWA)
) SS
COUNTY OF POLK)

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

Notary Public in and for the State
of Iowa

My commission expires: _____

RESOLUTION NO. _____

RESOLUTION APPROVING PURCHASE AGREEMENT AND QUIT CLAIM DEED FOR
CERTAIN REAL PROPERTY REFERRED TO AS PARCEL 23-45

WHEREAS, certain land in the City of Clive, Iowa, was granted to the City of Clive and legally described on Exhibit A, attached hereto (the “Property”); and

WHEREAS, the Property was originally acquired through parkland donation, but it was subsequently determined the Property is of no further benefit to the City; and

WHEREAS, the City has received an offer from Kevin L. Taylor Trust u/t/a April 28, 2025, and Lacey J. Taylor Trust u/t/a April 28, 2025, of \$512.32 for the purchase of the property; and

WHEREAS, the City desires to accept said offer; and

WHEREAS, the City held a public hearing on November 13, 2025 to hear comments from the public on the parkland vacation.

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

1. That the City shall accept purchase agreement from Kevin L. Taylor Trust u/t/a April 28, 2025, and Lacey J. Taylor Trust u/t/a April 28, 2025.
2. That the Mayor and City Clerk be and are hereby authorized and instructed to execute said purchase agreement and quit claim deed.

PASSED AND APPROVED this ____ day of _____, 2025.

CITY OF CLIVE

By: _____
John Edwards, Mayor

ATTEST:

Matthew D. Graham, City Clerk

EXHIBIT "A"

LEGAL DESCRIPTION

A PORTION OF LOT 49, SHADOW CREEK PLAT 6, AN OFFICIAL PLAT, CLIVE, DALLAS COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS:

BEGINNING AT THE MOST SOUTHERLY CORNER OF SAID LOT 49; THENCE N28°17'35"W ALONG THE SOUTHWESTERLY LINE OF SAID LOT 49, A DISTANCE OF 119.33 FEET TO THE NORTHWESTERLY CORNER OF SAID LOT 49; THENCE N64°44'25"E ALONG THE NORTHWESTERLY LINE OF SAID LOT 49, A DISTANCE OF 13.52 FEET; THENCE S28°17'35"E PARALLEL WITH AND 13.50 FEET NORTHEASTERLY OF THE SOUTHWESTERLY LINE OF SAID LOT 49, A DISTANCE OF 117.92 FEET TO THE SOUTHEASTERLY LINE OF SAID LOT 49; THENCE S58°44'35"W ALONG THE SOUTHEASTERLY LINE OF SAID LOT 49, A DISTANCE OF 13.52 FEET TO THE POINT OF BEGINNING. CONTAINING 1,601 SQUARE FEET.

SUBJECT TO AND TOGETHER WITH ANY AND ALL EASEMENTS AND RESTRICTIONS OF RECORD.



Memo

TO: Mayor and Council members

FROM: Amanda Grutzmacher, Senior Planner

DATE: November 13, 2025

RE: Resolution Approving Lot Tie Agreement - Parcel 23-45 and Lot 49, Shadow Creek Plat 6

SYNOPSIS:

Staff recommends approval of the Lot Tie Agreement in conjunction with the purchase agreement and parkland vacation.

Contact Amanda at 515-223-6221 or agrutzmacher@cityofclive.com if you have questions or need additional information prior to the meeting.

Attachments:

1. Resolution
2. Lot Tie Agreement

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

RESOLUTION NO. ____

RESOLUTION APPROVING LOT TIE AGREEMENT
LOT 49, SHADOW CREEK PLAT 6 AND PARCEL 23-45

WHEREAS, KEVIN L. TAYLOR TRUST U/T/A 04/28/2025 and LACEY J. TAYLOR TRUST U/T/A APRIL 28, 2025 (collectively, the “Property Owner”), is the owner of Lot 49, Shadow Creek Plat 6, and Parcel 23-45, (collectively, the “Property”); and

WHEREAS, certain site restrictions have been established regarding Zoning Requirements and conveyance of the lots; and

WHEREAS, Owner has agreed to enter into an agreement declaring certain site restrictions.

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

1. That the Lot Tie Agreement is hereby accepted and approved by the City Council of the City of Clive, Iowa.
2. This resolution shall be filed of record with the Dallas County, Iowa Recorder.

PASSED AND APPROVED THIS _____ day of _____, 2025.

CITY OF CLIVE, IOWA

By _____
John Edwards, Mayor

ATTEST:

Matthew D. Graham, City Clerk

Return to: City Clerk, City of Clive, 1900 NW 114th Street, Clive, IA 50325

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

LOT TIE AGREEMENT

WHEREAS, KEVIN L. TAYLOR TRUST U/T/A 04/28/2025 and LACEY J. TAYLOR TRUST U/T/A APRIL 28, 2025 (collectively, the “Property Owner”), is the owner of the entirety of Lot 49, Shadow Creek Plat 6, an Official Plats now included in and forming a part of the City of Clive, Dallas County, Iowa, (hereafter, the “Property”); and

WHEREAS, Lot 49 was subdivided by a plat of survey available in the records of the Dallas County Recorder at Book 2023 Page 18925; and

WHEREAS, Lot 49 comprises Parcel 23-45 and Lot 49 excluding Parcel 23-45; and

WHEREAS, the City of Clive and Property Owner desire to enter into this Agreement to assure that each of the lots which make up the Property shall be considered as a whole for the purposes of future transfer and use.

NOW, THEREFORE, for the mutual covenants set forth in this Agreement and other good and valuable consideration, the parties agree as follows:

1. Each of the lots and parcels which make up the Property shall be tied together and parceled with the other for the purposes of future transfer and use; and
2. That no portion of the Property shall be transferred, sold, or conveyed independent of the remainder of the Property, without the written approval of the City of Clive, Iowa; and
3. Both parcels shall be considered as a whole for purposes of the application of the City of Clive Zoning Ordinance.

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

1. AGREEMENT RUNS WITH LAND. This Agreement shall be deemed to run with the land and shall be binding on Grantor and on Grantor's heirs, successors and assigns.
2. APPROVAL BY CITY COUNCIL. This Agreement shall not be binding until it has received the final approval and acceptance by the City Council by Resolution which approval and acceptance shall be noted on this Agreement by the City Clerk.

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

SIGNED on this 22nd day of September, 2025.

KEVIN L. TAYLOR TRUST U/T/A 04/28/2025

By: [Signature]
Kevin Taylor, Trustee

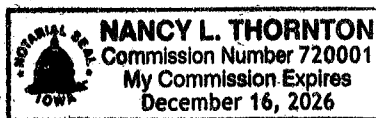
LACEY J. TAYLOR TRUST U/T/A 04/28/25

By: [Signature]
Lacey Taylor, Trustee

STATE OF IOWA)

COUNTY OF Dallas) SS:

On this 22nd day of September, 2025, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Kevin Taylor, Trustee of the Kevin L. Taylor Trust u/t/a 04/28/2025.

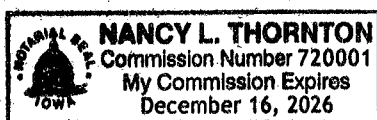


[Signature]
Notary Public in and for the State
of Iowa

STATE OF IOWA)

COUNTY OF Dallas) SS:

On this 22nd day of September, 2025, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Lacey Taylor, Trustee of the Lacey J. Taylor Trust u/t/a 04/28/2025.



[Signature]
Notary Public in and for the State
of Iowa

PASSED AND APPROVED this ____ day of _____, 2025.

By: _____
John Edwards, Mayor

ATTEST:

Matthew D. Graham, City Clerk



Memo

TO: Mayor and Council members

FROM: Amanda Grutzmacher, Senior Planner

DATE: November 13, 2025

RE: Public Hearing - Zoning Ordinance Amendment Regarding Boarding and Lodging Houses

SYNOPSIS:

Due to a series of state legislative changes over the past several years, staff has identified a need to update the zoning ordinance to recognize boarding and lodging houses as specific land uses. The proposed amendment will bring the zoning ordinance into conformity with the proposed rental housing ordinance and program updates that are anticipated to be approved by City Council in the near future.

Background

The zoning ordinance currently includes a definition for "Boarding House" and "Lodging House"; however, those uses are not included in any of the zoning district permitted uses tables. Historically, the zoning ordinance did include boarding and lodging houses as permitted uses in the R-3 District, but those uses were omitted in the extensive zoning ordinance update adopted in 2008. At the time of the major zoning overhaul, boarding and lodging houses were no longer a relevant land use in the suburban context. The culmination of state legislative changes preempting local regulations on numbers of unrelated adults living together, short-term rental units, and accessory dwelling units has made boarding and lodging houses more prevalent again and necessitates clarifications to the zoning ordinance.

Proposed Changes

A summary of the changes proposed include,

- Updated definitions to align with Clive's Building Code and Rental Housing Program
- Boarding Houses as a permitted use in the R-3 District
- Lodging House as a Special Permitted Use in all residential zoning districts. Special Permitted Uses require approval by Board of Adjustment
- Addition of parking requirements.

Planning and Zoning Commission considered the zoning ordinance amendment at their meeting on November 4, 2025, and recommended approval. Staff recommends approval of proposed Ordinance 1173 amending the zoning ordinance regarding regulations for boarding and lodging houses.

If you have questions or need additional information prior to the meeting, contact Amanda at agrutzmacher@cityofclive.com or 515-223-6221.

Attachments:

None



Memo

TO: Mayor and Council members

FROM: Amanda Grutzmacher, Senior Planner

DATE: November 13, 2025

RE: Consideration of Proposed Ordinance No. 1173 - Zoning Ordinance Amendment Regarding Boarding and Lodging Houses

SYNOPSIS:

Staff recommends approval of Ordinance 1173 amending the zoning ordinance regarding regulations for boarding and lodging houses.

If you have questions or need additional information prior to the meeting, contact Amanda at agrutzmacher@cityofclive.com or 515-223-6221.

Attachments:

1. Ordinance 1173

ORDINANCE NO. 1173

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF CLIVE,
IOWA, 2024, BY AMENDING PROVISIONS OF THE ZONING ORDINANCE
REGARDING BOARDING AND LODGING HOUSES

Be It Enacted by the City Council of the City of Clive, Iowa:

SECTION 1. INTERNAL REFERENCES. All references to section numbers in this ordinance shall be to sections contained with Title 11 in the Zoning Ordinance, unless otherwise specified.

SECTION 2. AMENDMENT – WORDS AND TERMS DEFINED. In Title 11, Chapter 2-1 (entitled “WORDS AND TERMS DEFINED”) shall be amended as in “Exhibit A” attached hereto.

SECTION 3. AMENDMENT – PRINCIPAL PERMITTED USES. In title 11, Chapter 11-6-3 (entitled “PRINCIPAL PERMITTED USES”) shall be amended as in “Exhibit B” attached hereto.

SECTION 4. AMENDMENT – NUMBER OF PARKING SPACES REQUIRED. In title 11, Chapter 11-13-8 (entitled “NUMBER OF PARKING SPACES REQUIRED”) shall be amended as in “Exhibit C” attached hereto.

SECTION 5. REPEALER. All parts of the "CODE OF ORDINANCES OF THE CITY OF CLIVE, IOWA, 2024" in conflict herewith are hereby repealed.

SECTION 6. SEVERABILITY CLAUSE. If any section, provision, sentence, clause, phrase or part of this Ordinance shall be adjudged to be invalid or unconstitutional, such adjudication shall not affect the validity of this Ordinance as a whole or any section, subsection, provision, sentence, clause, phrase or part thereof not adjudged invalid or unconstitutional.

SECTION 7. WHEN EFFECTIVE. This Ordinance shall be in effect from and after its final passage, approval and notice of its passage is given as provided by law.

PASSED AND APPROVED by the City Council on the ____ day of _____, 2025.

Matthew Graham, City Clerk

John Edwards, Mayor

Ordinance No. _____ authenticated this ____ day of _____, 2025.

Matthew Graham, City Clerk

John Edwards, Mayor

Officially published on the ____ day of _____, 2025.

CERTIFIED BY:

Matthew Graham, City Clerk

Exhibit “A”

1. Section 11-2-1(4)(Q) shall be deleted from Section 11-2-1(4) Words beginning with “D.” and replaced as follows:

Q. “Dwelling” means any building that contains one or more dwelling units occupied or designed to be occupied for residential living purposes. Dwelling excludes hotels, mobile homes, nursing facilities, and assisted living residential facilities. Types of dwellings and dwelling units include:

- (1) “Dwelling, accessory unit” means an additional residential dwelling unit that is subordinate to the principal dwelling unit on the same lot, does not provide direct and free access to the principal dwelling unit and its amenities, and provides a reasonable expectation of privacy from residents of the principal dwelling. Accessory dwelling units may either be a detached building or attached or internal to the principal building. For the purposes of this definition, a dwelling unit is “subordinate” to the principal dwelling when all of the following apply:
 - a. The additional dwelling unit does not have an exterior door oriented toward and readily visible from the front yard;
 - b. The additional dwelling unit does not have a separate address;
 - c. The additional dwelling unit is provided water from the same metered service as the existing principal dwelling.
- (2) “Dwelling, apartment” means a dwelling unit within a multiple family dwelling. Apartments may be either leased or owned by the occupant.
- (3) “Dwelling, boarding house” means a building providing completed living facilities, including permanent provisions for living, sleeping, eating, cooking, and sanitation, where, for compensation, meals or lodging are provided under 2 or more leases. Boarding house does not include accessory dwelling units, or a facility, home, or program otherwise subject to licensure by the *Code of Iowa*.
- (4) “Dwelling, duplex” means a building containing only two dwelling units located on the same lot, where neither unit is accessory nor subordinate to the other in terms of size, scale, and use. A duplex dwelling shall have a separate address and a separate water metered service for each dwelling unit.
- (5) “Dwelling, lodging house” means an owner-occupied single-family dwelling unit or portion thereof, containing not more than 4 guestrooms which are used for overnight lodging and made available to the general public, where rent is paid in money, goods, labor, or otherwise. Meals, with or without additional compensation, may be provided or served to overnight guests. Also referred to as a “Bed and Breakfast.”
- (6) “Dwelling, multiple-family” means a building that contains three or more dwelling units located on the same lot, exclusive of permitted Accessory

Dwelling Units.

- (7) “Dwelling, single-family” means a building that contains only one principal dwelling unit and occupied exclusively for residence purposes, including naturally or commonly occurring uses specified herein.
- (8) “Dwelling, townhouse” means a single dwelling unit in a townhouse development that extends from foundation to roof and that has a yard or public way on not less than two sides. Townhouse dwelling units may be either attached by one or more common walls or detached.
- (9) “Dwelling unit” means a single unit providing completed independent living facilities for one or more persons, including permanent provisions for living, sleeping, eating, cooking, and sanitation. A dwelling unit shall contain no more than two interior rooms or spaces providing permanent cooking provisions.

Exhibit “B”

1. Section 11-6-3 Principal Permitted Uses shall be deleted and replaced as follows:

11-6-3 Principal Permitted Uses.

Principal permitted uses for the residential (RE through R-5) districts are as follows:

Permitted Uses - Residential						
Use	RE	R-1	R-2	R-3	R-4	R-5
Assisted living centers				P		
Attached dwellings, townhomes				P	P	
Boarding House				P		
Community centers	SP	SP	SP	SP	SP	SP
Detached dwellings, townhomes				P	P	
Driving range in conjunction with a golf course	SP	SP	SP	SP	SP	SP
Duplexes			P			
General farming ¹	P					
Golf courses	SP	SP	SP	SP	SP	SP
Independent living facilities				P		
Libraries	SP	SP	SP	SP	SP	SP
Lodging House	SP	SP	SP	SP	SP	SP
Multiple-family dwellings				P		
Nursing homes				SP	SP	
Parks, open space	P	P	P	P	P	P
Religious institutions	SP	SP	SP	SP	SP	SP
Schools	SP	SP	SP	SP	SP	SP
Single-family residences	P	P	P	P		P
Utility substations	SP	SP	SP	SP	SP	SP
Notes: P = Principal permitted use SP = Permitted following Board of Adjustment Approval 1 “General farming use” shall be defined for the purpose of this chapter as the growing of crops and raising of livestock and excluding confined animal feeding operations. “Livestock” means less than 20 of any of the following combination of animals: cattle, sheep, swine, poultry, and other animals or fowl, which are being produced primarily for use as food or food products for human consumption. A “confined animal feeding operation” means using a building for 45 or more days in any 12-month period to confine cattle, swine, or poultry to areas which are totally roofed for the purpose of feeding and growth prior to slaughter or, for poultry, for the additional purpose of egg production.						

Exhibit “C”

1. Section 11-13-8 Number of Parking Spaces Required Principal shall be deleted and replaced as follows:

11-13-8 Number of Parking Spaces Required.

In case of any building, structure, or premises, the use of which is not specifically mentioned herein, the provisions for a use that is mentioned and to which said use is similar shall apply, as determined by the Community Development Director. All following requirements listed are the minimum that must be met:

1. Development Applications. Development applications, which exceed the minimum requirements up to 25 percent, shall be required to provide additional open space and landscaping within the site, equal to or greater than the area of parking in excess of the minimum required. For purposes of this chapter, a parking stall shall be calculated as 290 square feet. This additional open space shall be in addition to the minimum open space required for the site.
2. Request for Additional Parking. In the case of a request to exceed the minimum parking requirements by more than 25 percent, the Council may approve, or conditionally approve, the additional parking subject to demonstration of need. In determining if the proposed parking is needed, the Council may request a market analysis, estimated employee count, floor plans, or other similar materials justifying the need. In no case shall the additional parking be approved without providing additional open space within the site, equal to or greater than the area of parking in excess of the minimum required. This additional open space shall be in addition to the minimum open space required for the site. Additionally, the Council may conditionally approve the additional parking subject to a phased construction schedule, creative surfacing for overflow parking areas or additional open space or landscaping.

Parking Requirements	
Use	Parking Spaces Required
Animal boarding/kennels	3.0 spaces per 1,000 square feet
Assisted living centers	1 space per 2 dwelling units, plus 1 per staff
Auditoriums and gymnasiums	1 space per 4 seats
Automotive repair stations	3 spaces per service bay; 1 space per service vehicle; 2.5 spaces per 1,000 square feet of nonservice area
Automotive sales	1 per 1,000 square feet of gross floor area, plus 1 per 5,000 square feet of developed area
Banks	3.0 spaces per 1,000 square feet of gross floor area
Barber, beauty shops	2 spaces per chair or beautician station
Boarding House	1 space per bedroom
Bowling centers	3 spaces per lane; 5 spaces per 1,000 square feet of floor area for associated eating and drinking places

Car wash, drive-through oil change	3 spaces per 1,000 square feet; queuing capacity equal to 2 per service capacity
Car washes - self-service	5 spaces per wash bay, plus 2 queuing spaces per bay
Childcare center	1 space per 6 students, 5 spaces minimum; 1 space per each van or bus, plus 1 queue space per 6 students
Commercial entertainment	1 space per 1,000 square feet of outdoor area and building combined
Consumer fireworks sales	10 spaces per 1,000 square feet of gross floor area
Convenience stores	5 spaces per 1,000 square feet of gross floor area
Dance and assembly halls, theaters, events centers, auditoriums and gymnasiums	1 space per 4 fixed seats. In the case of no fixed seats, 20 spaces per 1,000 square feet
Delicatessen/donut shop/coffee bar	10 spaces per 1,000 square feet of gross floor area
Display fireworks sales	1 space per 1,000 square feet of gross floor area, or 1 space per 2 employees, whichever is greater
Drinking establishments/lounge	20 spaces per 1,000 square feet of gross floor area
Drive-through lane	5 queuing spaces from the order board for food related uses
	3 queuing spaces from window for all other nonfood related uses
Driving ranges	2 per tee area; additional spaces as required for accessory uses
Elementary and junior high schools	1 space per 2 employees, plus auditoriums and gymnasiums - 1 space per 4 seats
Fitness centers/health clubs	2.25 spaces per 1,000 square feet of gross floor area
Funeral homes/mortuary	1 space per 4 fixed seats. In cases of no fixed seats, 10 spaces per 1,000 square feet of assembly area
Furniture, carpet/appliance retail	2.5 spaces per 1,000 square feet of gross floor area
Golf courses	6 spaces per hole; additional spaces as required for accessory uses
Grocery stores	4 spaces per 1,000 square feet of gross floor area
Hotels and motels	1 space per guestroom; additional spaces as required by accessory services
Independent living facilities	1.25 spaces per dwelling unit, plus 1 visitor space per 5 dwelling units
Industrial or manufacturing facility	1.5 spaces per 1,000 square feet of gross floor area
Lodging House	2 spaces per dwelling unit, plus 1 space per guestroom
Medical office/clinic	3 spaces per 1,000 square feet of gross floor area
Multi-family dwelling	2 spaces per dwelling unit; 1 visitor space per 5 dwelling units
Outdoor service area (refer to section 11-4-9 of this title for additional requirements):	
0-300 sq. ft.	0 spaces

301 square feet and up	10 spaces per 1,000 square feet of gross floor area
Professional/business office	3.0 spaces per 1,000 square feet of gross floor area
Religious organizations	1 space per 4 fixed seats; in cases where an auditorium is not involved, 10 per 1,000 square feet of gross floor area
Restaurant - fast food	15 spaces per 1,000 square feet of gross floor area
Restaurant - sit down, non-fast food	15 spaces per 1,000 square feet of gross floor area
Retail, general commercial	4 spaces per 1,000 square feet of gross floor area
Secondary schools, colleges and universities, and vocational schools	1 space per classroom; 1 space per 4 student seats at capacity
Self-storage and mini-warehousing	1 space per 20,000 square feet gross floor area; 1 space per 50,000 square feet of vehicle or boat storage spaces; office space equal to office space requirement
Single-family dwelling	2 spaces per dwelling unit
Townhomes	2 spaces per dwelling unit; 1 visitor space per 5 dwelling units
Warehousing	1 space per 1,000 square feet of gross floor area or 1 space per 2 employees, whichever is greater



Memo

TO: Mayor and Council members

FROM: Amanda Grutzmacher, Senior Planner

DATE: November 13, 2025

RE: Public Hearing - Hickman Road Right-of-Way Vacation

SYNOPSIS:

Fortress Bank has requested vacation of approximately 0.28 acres (12,043 square feet) of city-owned Hickman Road right-of-way to facilitate redevelopment of the adjacent property. The requested vacation area lies north of the private property at 11140 Hickman Road and south of the state-owned Hickman Road right-of-way. The planned redevelopment requires removal of the City welcome sign currently located within the right-of-way proposed to be vacated and relocation of an existing public water main. The developer has agreed to relocate the water main and reconstruct a replacement sign as part of the site redevelopment. Staff has been working with the applicant on a design for the relocated City public facility sign, which will be presented to Planning and Zoning Commission and City Council for formal approval at a later date. A draft of the proposed sign design is attached.

Staff recommends approval of the Hickman Road right-of-way vacation as requested, subject to approval of the attached public improvements agreement.

If you have questions or need additional information prior to the meeting, contact Amanda at agrutzmacher@cityofclive.com or 515-223-6221.

Attachments:

1. Vacation exhibit and location map

INDEX LEGEND

LOCATION: PART OF LOT G STATE FARM ADDITION
PART OF LOT C INTERSTATE INVESTMENT SUBDIVISION

REQUESTOR: FORTRESS BANK

PROPRIETOR: CITY OF CLIVE
1900 NW 114TH ST.
CLIVE, IA 50325

SURVEYOR: JOSHUA E. MACKIE

SURVEYOR COMPANY: CIVIL DESIGN ADVANTAGE

PREPARED BY & RETURN TO: CIVIL DESIGN ADVANTAGE
4121 NW URBANDALE DRIVE
URBANDALE, IOWA 50322
PH: 515-369-4400

AREA RIGHT RESERVED FOR
RECORDING STAMP

R.O.W. VACATION

DATE OF SURVEY

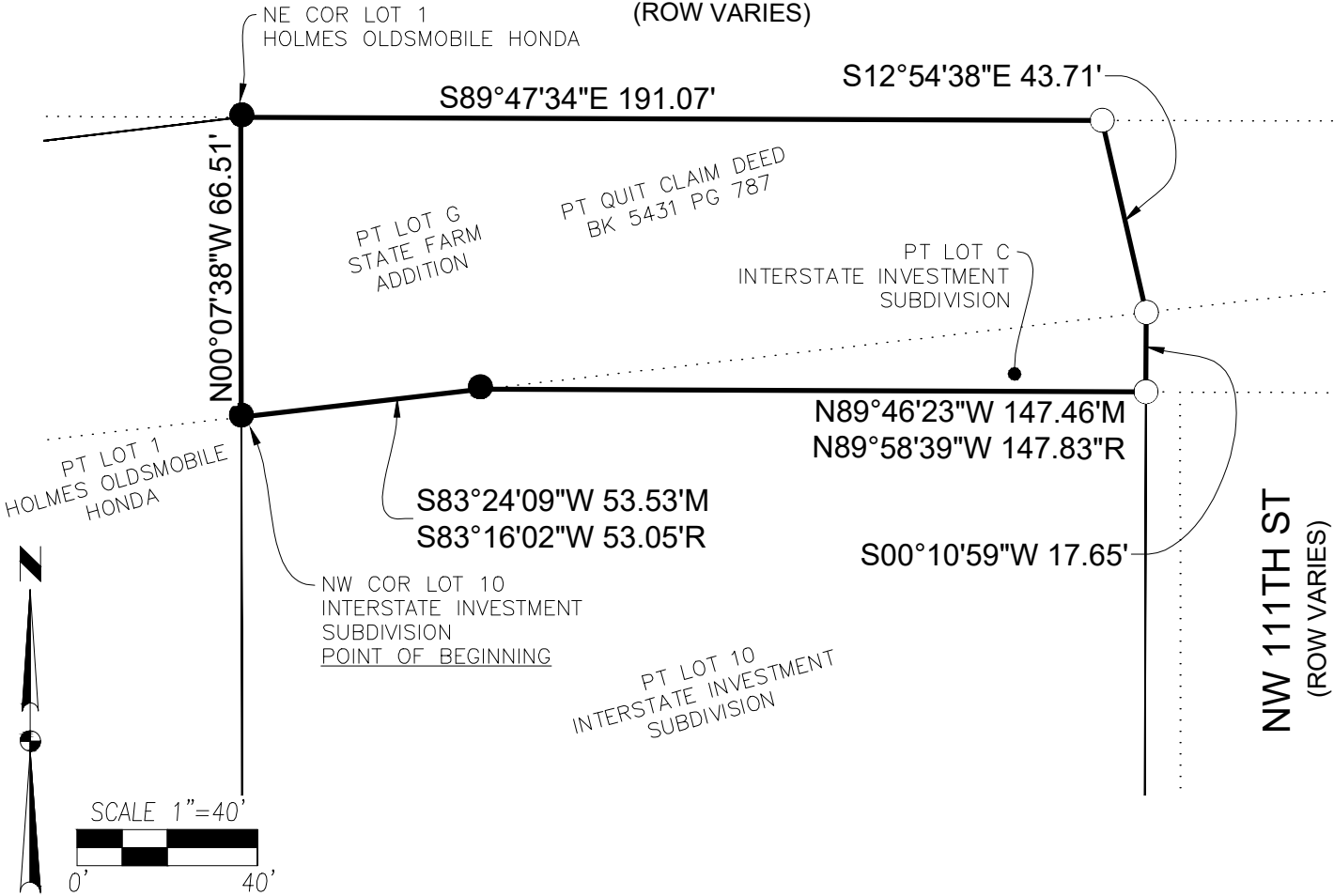
8/27/2025

VACATION DESCRIPTION

A PART OF LOT G, STATE FARM ADDITION AND A PART OF LOT C, INTERSTATE INVESTMENT SUBDIVISION, BOTH BEING OFFICIAL PLATS IN THE CITY OF CLIVE, POLK COUNTY, IOWA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 10, SAID INTERSTATE INVESTMENT SUBDIVISION; THENCE NORTH 00°07'38" WEST ALONG THE EASTERLY LINE OF LOT 1, HOLMES OLDSMOBILE HONDA, AN OFFICIAL PLAT, 66.51 FEET TO THE NORTHEAST CORNER OF SAID LOT 1: THENCE SOUTH 89°47'34" EAST ALONG THE NORTH LINE OF THE PROPERTY DESCRIBED IN QUIT CLAIM DEED RECORDED IN BOOK 5431, PAGE 787, A DISTANCE OF 191.07 FEET: THENCE SOUTH 12°54'38" EAST, 43.71 FEET: THENCE SOUTH 00°10'59" WEST, 17.65 FEET TO THE NORTH LINE OF SAID LOT 10: THENCE NORTH 89°46'23" WEST ALONG SAID NORTH LINE, 147.46 FEET: THENCE SOUTH 83°24'09" WEST ALONG SAID NORTH LINE, 53.53 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.28 ACRES (12,043 SQUARE FEET). THE PROPERTY IS SUBJECT TO ANY AND ALL EASEMENT OF RECORD.

HICKMAN RD
(ROW VARIES)



LEGEND

	FOUND	SET
SECTION CORNER AS NOTED	▲	△
1/2" REBAR, YELLOW PLASTIC CAP#29363 (UNLESS OTHERWISE NOTED)	●	○
MEASURED BEARING & DISTANCE	M	
RECORDED BEARING & DISTANCE	R	
DEEDED BEARING & DISTANCE	D	
CENTERLINE	---	---
SECTION LINE	---	---
EASEMENT LINE	---	---



I HEREBY CERTIFY THAT THIS LAND SURVEYING DOCUMENT WAS PREPARED AND THE RELATED SURVEY WORK WAS PERFORMED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL LAND SURVEYOR UNDER THE LAWS OF THE STATE OF IOWA.

JOSHUA E. MACKIE, P.L.S. DATE
LICENSE NUMBER 29363
MY LICENSE RENEWAL DATE IS DECEMBER 31, 2025
PAGES OR SHEETS COVERED BY THIS SEAL:
THIS SHEET

6

HICKMAN RD

Proposed Right of Way Vacation

11206

11264

11140

110861108611084

11053 11054

2233

2211

2181

2163

NW 114TH ST

NW 111TH ST

2159

2157



Memo

TO: Mayor and Council members

FROM: Amanda Grutzmacher, Senior Planner

DATE: November 13, 2025

RE: Resolution Approving Public Improvements Agreement - 11140
Hickman Road

SYNOPSIS:

Staff recommends approval of the public improvements agreement associated with the Hickman Road right-of-way vacation.

Attachments:

1. Resolution
2. Public Improvements Agreement

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

RESOLUTION NO. _____

**RESOLUTION APPROVING EMERALD ISLE DRIVE PUBLIC IMPROVEMENTS
AGREEMENT ASSOCIATED WITH SILVERSTAR ADDITION PLAT 01**

WHEREAS, approval of the rezoning for the area known generally as a portion of the Emerald Isle Drive redevelopment area, and rezoning and preliminary plat for Silverstar Addition Plat 01 (collectively, the “Property”), has previously been given by resolution of the City Council; and

WHEREAS, Property Owner has an obligation to install certain roadway improvements in conjunction with the development of the adjacent Property;

WHEREAS, the Developer has agreed to enter into an Agreement detailing the financial obligations for said improvements; and

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

1. That the Emerald Isle Drive Public Improvements Agreement Associated with Silverstar Addition Plat 01 is hereby accepted and approved by the City Council of the City of Clive, Iowa.

PASSED AND APPROVED THIS _____ day of _____, 2025.

CITY OF CLIVE, IOWA

By _____
John Edwards, Mayor

ATTEST:

Matthew D. Graham, City Clerk

Prepared by: Amanda Grutzmacher, Clive Senior Planner, 1900 NW 114th Street, Clive, IA 50325; 515-223-6221
Return to: Matthew Graham, Clive City Clerk, 1900 NW 114th Street, Clive, IA 50325-7077

AGREEMENT RELATED TO PUBLIC IMPROVEMENTS 11140 HICKMAN ROAD

THIS AGREEMENT RELATED TO PUBLIC IMPROVEMENTS 11140 HICKMAN ROAD (the “Agreement”) is made and entered into this ____ day of November, 2025, by and between the CITY OF CLIVE, IOWA, a municipal corporation (the “City”) and FORTRESS BANK, an Illinois Chartered Bank, (“Property Owner”).

WHEREAS, approval of the Hickman Road right-of-way vacation located immediately north of the property known as 11140 Hickman Road, more particularly described on Exhibit “A” attached hereto, has previously been given by resolution of the City Council; and

WHEREAS, Property Owner has an obligation to install certain public improvements in conjunction with the right-of-way vacation and redevelopment of the adjacent Property; and

NOW, THEREFORE, in consideration of the mutual covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree that:

1. Public Facility Sign. Property Owner agrees to pay for one hundred percent (100%) of the costs of constructing a new public facility sign, including but not necessarily limited to, design, construction, landscaping, and utility adjustments. Design of said sign shall be reviewed and approved as identified in the Clive Zoning Ordinance.
2. Water Main. Property Owner agrees to install at its cost and dedicate to the City the water mains as shown on Exhibit “B”, attached hereto. Notwithstanding the foregoing, Company and City agree that the City shall be responsible for and pay one hundred percent (100%) of the cost of the water main installation from STA 1+46.57 south to the termination of the water main, excluding the service and associated service connection.

3. Construction Schedule. Property Owner acknowledges and agrees to diligently manage the construction process associated with the Public Improvements to complete the project as expeditiously as reasonably possible. Property Owner agrees to construct the Public Improvements with substantial completion prior to issuance of any Certificates of Occupancy on the property known as 11140 Hickman Road.
4. Liability. Except as may be caused by the negligent acts or omissions of the City, its permittees, employees, agents, representatives, licensees, or its contractors, the City shall not be liable for injury or property damage occurring in or to the right-of-way, the property abutting said right-of-way, nor for property damage to any improvements or obstructions thereon resulting from the Property Owner's construction of the Public Improvements. The Property Owner agrees to indemnify and hold City harmless against any loss, damage, injury or any claim or lawsuit for loss, damage or injury arising out of or resulting from the acts or omissions of the Property Owner, its permittees, employees, agents, representatives, licensees or contractors.

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

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

CITY OF CLIVE, IOWA

By: _____
John Edwards, Mayor

Attest:

Matthew Graham
City Clerk

STATE OF IOWA)
) ss.
COUNTY OF POLK)

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

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

FORTRESS BANK

By: _____

Lee Garlach

Title: Chairman of the Board

STATE OF _____)

) ss:

COUNTY OF _____)

This record was acknowledged before me this _____ day of _____, 2025, by Lee Garlach in his capacity as Chairman of the Board of Fortress Bank.

Notary Public in and for the
State of _____

Exhibit "A" – Property Description

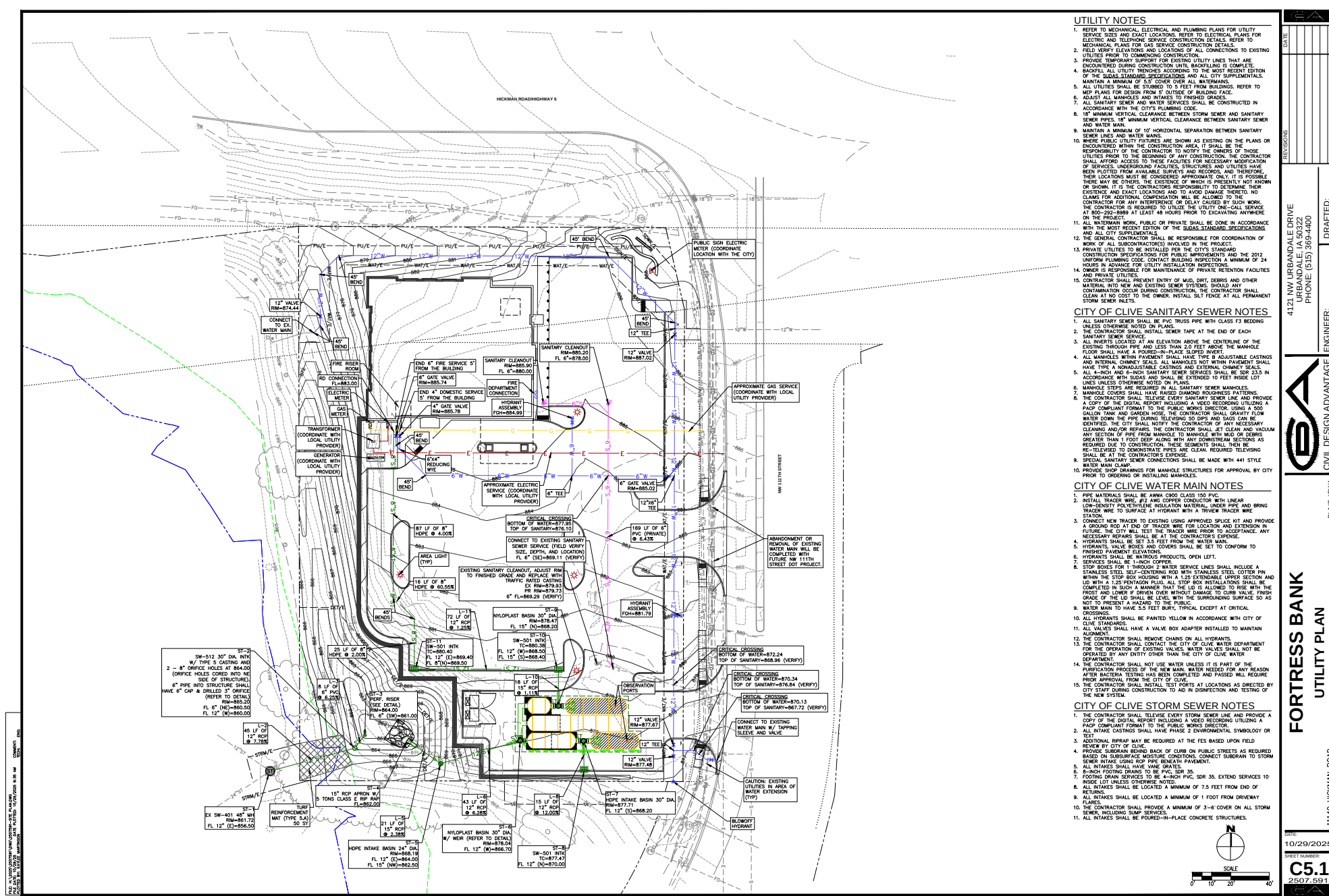
A PART OF LOT 10 AND A PART OF LOT C, INTERSTATE INVESTMENT SUBDIVISION, AND A PART OF LOT G, STATE FARM ADDITION, BOTH BEING OFFICIAL PLATS IN THE CITY OF CLIVE, POLK COUNTY, IOWA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 10; THENCE NORTH 00°07'38" WEST ALONG THE WEST LINE OF SAID LOT 10 AND THE EASTERLY LINE OF LOT 1, HOLMES OLDSMOBILE HONDA, AN OFFICIAL PLAT, 288.42 FEET TO THE NORTHEAST CORNER OF SAID LOT 1 ALSO BEING A POINT ON THE NORTH LINE OF THE PROPERTY DESCRIBED IN QUIT CLAIM DEED RECORDED IN BOOK 5431, PAGE 787; THENCE SOUTH 89°47'34" EAST ALONG SAID NORTH LINE, 191.07 FEET; THENCE SOUTH 12°54'38" EAST, 43.71 FEET; THENCE SOUTH 00°10'59" WEST ALONG THE WEST LINE AND THE NORTHERLY EXTENSION OF SAID WEST LINE OF THE ACQUISITION PLAT SHOWN IN WARRANTY DEED RECORDED IN BOOK 19699, PAGE 87, A DISTANCE OF 245.70 FEET TO THE SOUTH LINE OF SAID LOT 10; THENCE NORTH 89°50'04" WEST ALONG SAID SOUTH LINE, 199.41 FEET TO THE POINT OF BEGINNING AND CONTAINING 1.32 ACRES (57,512 SQUARE FEET).

To be platted as:

Lot 1, Fortress Bank Plat 1, City of Clive, Polk County, Iowa

Exhibit “B” – Site Plan

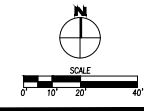


- ### UTILITY NOTES
1. REFER TO MECHANICAL, ELECTRICAL, AND PLUMBING PLANS FOR UTILITY SERVICE SITES AND EXACT LOCATIONS RELATIVE TO ELECTRICAL PLANS FOR ELECTRIC AND TELEPHONE SERVICE CONSTRUCTION DETAILS. REFER TO MECHANICAL PLANS FOR GAS SERVICE CONSTRUCTION DETAILS.
 2. FIELD VERIFY ELEVATIONS AND LOCATIONS OF ALL CONNECTIONS TO EXISTING UTILITIES PRIOR TO COMMENCING CONSTRUCTION.
 3. PROVIDE TEMPORARY SUPPORT FOR EXISTING UTILITY LINES THAT ARE ENCOUNTERED DURING CONSTRUCTION UNITS. BACKFILL IS COMPLETE.
 4. BACKFILL ALL UTILITY TRENCHES ACCORDING TO THE MOST RECENT EDITION OF THE SOILS STANDARD SPECIFICATIONS AND ALL CITY SUPPLEMENTALS.
 5. MAINTAIN A MINIMUM OF 5.5' COVER OVER ALL WATERMAINS.
 6. ALL UTILITIES SHALL BE STUDIED TO 5 FEET FROM BUILDINGS. REFER TO MEP PLANS FOR DESIGN FROM 5' OUTSIDE OF BUILDING FACE.
 7. ADJUST ALL MANHOLES AND REMEAS TO FINISHED GRADES.
 8. ALL SANITARY SEWER AND WATER SERVICES SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE CITY'S PLUMBING CODE.
 9. 18" MINIMUM VERTICAL CLEARANCE BETWEEN SANITARY SEWER AND SANITARY SEWER PIPES, 18" MINIMUM VERTICAL CLEARANCE BETWEEN SANITARY SEWER AND WATER MAIN.
 10. MAINTAIN A MINIMUM OF 10' HORIZONTAL SEPARATION BETWEEN SANITARY SEWER LINES AND WATER MAINS.
 11. WHERE PUBLIC UTILITY EXISTENCES ARE SHOWN AS EXISTING ON THE PLANS OR ENCOUNTERED WITHIN THE CONSTRUCTION AREA, IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO NOTIFY THE OWNER OF THOSE UTILITIES PRIOR TO THE BEGINNING OF ANY CONSTRUCTION. THE CONTRACTOR SHALL AFFORD ACCESS TO THESE FACILITIES FOR NECESSARY MODIFICATION OF SERVICES, UNDERGROUND FACILITIES, STRUCTURES AND UTILITIES HAVE BEEN PLOTTED FROM AVAILABLE SURVEY RECORDS, AND THEREFORE, THEIR LOCATIONS MUST BE CONSIDERED APPROXIMATE ONLY. IT IS POSSIBLE THERE MAY BE OTHERS, THE EXISTENCE OF WHICH IS PRESENTLY NOT KNOWN OR SHOWN. IT IS THE CONTRACTOR'S RESPONSIBILITY TO DETERMINE THEIR EXISTENCE AND EXACT LOCATIONS AND TO AVOID DAMAGE THEREBY. NO CONTRACTOR FOR ANY INTERFERENCE OF DELAY CAUSED BY SUCH WORK.
 12. THE CONTRACTOR SHALL BE RESPONSIBLE TO NOTIFY THE UTILITY ONE-CALL SERVICE AT 800-292-5889 AT LEAST 48 HOURS PRIOR TO EXCAVATING ANYWHERE ON THE PLANS.
 13. ALL WATERMAIN WORK, PUBLIC OR PRIVATE SHALL BE DONE IN ACCORDANCE WITH THE MOST RECENT EDITION OF THE SOILS STANDARD SPECIFICATIONS AND ALL CITY SUPPLEMENTALS.
 14. THE GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATION OF WORK OF ALL SUBCONTRACTORS INVOLVED IN THE PROJECT.
 15. PRIVATE UTILITIES TO BE INSTALLED PER THE CITY'S STANDARD CONSTRUCTION SPECIFICATIONS FOR PUBLIC IMPROVEMENTS AND THE 2012 UNIFORM PLUMBING CODE. CONTRACT BUILDING REQUIRES A MINIMUM OF 24 HOURS IN ADVANCE FOR UTILITY INSTALLATION INSPECTIONS.
 16. OWNER IS RESPONSIBLE FOR MAINTENANCE OF PRIVATE RETENTION FACILITIES AND PRIVATE UTILITIES.
 17. CONTRACTOR SHALL PREVENT ENTRY OF MUD, DIRT, DEBRIS AND OTHER MATERIAL INTO NEW AND EXISTING SEWER SYSTEMS. SHOULD ANY CONTAMINATION OCCUR DURING CONSTRUCTION, THE CONTRACTOR SHALL CLEAN AT NO COST TO THE OWNER. INSTALL SILT FENCE AT ALL PERMANENT STORM SEWER INLETS.

- ### CITY OF CLIVE SANITARY SEWER NOTES
1. ALL SANITARY SEWER SHALL BE PVC TRUSS PIPE WITH CLASS F3 BEDDING UNLESS OTHERWISE NOTED ON PLANS.
 2. THE CONTRACTOR SHALL INSTALL SEWER TAPE AT THE END OF EACH SANITARY SEWER LINE.
 3. ALL INVERTS LOCATED AT AN ELEVATION ABOVE THE CENTRELINE OF THE EXISTING THROUGH DRAIN AND LESS THAN 2.0 FEET ABOVE THE MANHOLE FLOOR SHALL HAVE A POUR-IN-PLACE SLOPED INVERT.
 4. ALL MANHOLES WITHIN PAVEMENT SHALL BE 3' AS-BUILT CASTINGS AND INTERNAL CHIMNEY SEALS. ALL MANHOLES NOT WITHIN PAVEMENT SHALL HAVE TYPE A NON-ADJUSTABLE CASTINGS AND EXTERNAL CHIMNEY SEALS.
 5. ALL 4-INCH AND 6-INCH SANITARY SEWER SERVICES SHALL BE SDR 35 IN ACCORDANCE WITH SOILS STANDARD SPECIFICATIONS AND ALL CITY SUPPLEMENTALS UNLESS OTHERWISE NOTED ON PLANS.
 6. MANHOLE STEPS ARE REQUIRED IN ALL SANITARY SEWER MANHOLES.
 7. MANHOLE COVERS SHALL HAVE RAISED DIAMOND ROUGHNESS PATTERNS.
 8. THE CONTRACTOR SHALL TELETYPE RECORDS FOR THE CITY AND PROVIDE A COPY OF THE DIGITAL REPORT INCLUDING A VIDEO RECORDING UTILIZING A PAPER COMPLIANT FORMAT TO THE PUBLIC WORKS DIRECTOR. VIDEO SHALL WATER DOWN THE PIPE DURING TELETYPE 50 DFT AND SUGS CAN BE IDENTIFIED. THE CITY SHALL NOTIFY THE CONTRACTOR OF ANY NECESSARY CLEANING AND/OR REPAIRS. THE CONTRACTOR SHALL JET CLEAN AND VACUUM ANY SECTION OF PIPE FROM MANHOLE TO MANHOLE WITH MUD OR DEBRIS GREATER THAN 1 FOOT DEEP ALONG WITH ANY DOWNSTREAM SECTION. REQUIRED DUE TO CONSTRUCTION, THESE SEGMENTS SHALL BE JETTED TO DEMONSTRATE PIPES ARE CLEAN. REQUIRED TELETYPE SHALL BE AT THE CONTRACTOR'S EXPENSE.
 9. SPECIAL SANITARY SEWER CONNECTIONS SHALL BE MADE WITH 441 STYLE WATER MAIN CLEANING.
 10. PROVIDE SHOP DRAWINGS FOR MANHOLE STRUCTURES FOR APPROVAL BY CITY WORKS ENGINEER OR INSTALLING MANHOLES FOR APPROVAL BY CITY WORKS ENGINEER.

- ### CITY OF CLIVE WATER MAIN NOTES
1. PIPE MATERIALS SHALL BE MINN CHD CLASS 150 PVC.
 2. INSTALL TRACER WIRE, #12 AND COPPER CONDUCTOR WITH LINEAR LOW-DENSITY POLYETHYLENE INSULATION MATERIAL, UNDER PIPE AND BRING TRACER WIRE TO SURFACE AT HYDRANT WITH A TRIVEX TRACER WIRE STATION.
 3. CONNECT NEW TRACER TO EXISTING USING APPROVED SPLICER KIT AND PROVIDE A GRADING ROD AT END OF TRACER WIRE FOR LOCATION AND EXTENSION IN FUTURE. THE CITY WILL TEST THE TRACER WIRE PRIOR TO ACCEPTANCE. ANY NECESSARY REPAIRS SHALL BE AT THE CONTRACTOR'S EXPENSE.
 4. HYDRANTS SHALL BE SET 3.5 FEET FROM THE WATER MAIN.
 5. HYDRANTS, VALVE BOXES AND COVERS SHALL BE SET TO CONFORM TO FINISHED PAVEMENT ELEVATIONS.
 6. HYDRANTS SHALL BE 1-THICH COPPER.
 7. STOP BOSS FOR 1-THICH COPPER.
 8. HYDRANTS SHALL BE 1-THICH COPPER WITH STAINLESS STEEL GATE VALVE WITHIN THE STOP BOX HOUSING WITH A 1.25-EXTENSIBLE UPPER SECTION AND 10' MIN. 1.25-EXTENSIBLE LOWER SECTION. ALL HYDRANTS SHALL BE COMPLETED IN SUCH A MANNER THAT THE LID IS ALLOWED TO RISE WITH THE GRADE OF THE LID SHALL BE LEVEL WITH THE SURROUNDING SURFACE SO AS NOT TO PRESENT A HAZARD TO THE PUBLIC.
 9. WATER MAIN TO HAVE 5.5 FEET BURIAL, TYPICAL EXCEPT AT CRITICAL CROSSINGS.
 10. ALL HYDRANTS SHALL BE PAINTED YELLOW IN ACCORDANCE WITH CITY OF CLIVE STANDARDS.
 11. ALL VALVES SHALL HAVE A VALVE BOX ADAPTER INSTALLED TO MAINTAIN ALIGNMENT.
 12. THE CONTRACTOR SHALL REMOVE CHAINS ON ALL HYDRANTS.
 13. THE CONTRACTOR SHALL CONTACT THE CITY OF CLIVE WATER DEPARTMENT FOR THE OPERATION OF EXISTING VALVES. WATER VALVES SHALL NOT BE OPERATED BY ANY ENTITY OTHER THAN THE CITY OF CLIVE WATER DEPARTMENT.
 14. THE CONTRACTOR SHALL NOT USE WATER UNLESS IT IS PART OF THE PURIFICATION PROCESS OF THE NEW MAIN. WATER NEEDED FOR ANY REASON AFTER BACTERIA TESTING HAS BEEN COMPLETED AND PASSED WILL REQUIRE PRIOR APPROVAL FROM THE CITY OF CLIVE WATER DEPARTMENT.
 15. THE CONTRACTOR SHALL INSTALL CITY CLIP PORTS AT LOCATIONS AS DIRECTED BY THE CITY DURING CONSTRUCTION TO AID IN DISSECTION AND TESTING OF THE NEW SYSTEM.

- ### CITY OF CLIVE STORM SEWER NOTES
1. THE CONTRACTOR SHALL TELETYPE EVERY STORM SEWER LINE AND PROVIDE A COPY OF THE DIGITAL REPORT INCLUDING A VIDEO RECORDING UTILIZING A PAPER COMPLIANT FORMAT TO THE PUBLIC WORKS DIRECTOR.
 2. ALL INTAKE CASTINGS SHALL HAVE PHASE 2 ENVIRONMENTAL SYMBOLLOGY OR TAP.
 3. ADDITIONAL RPPR MAY BE REQUIRED AT THE FES BASED UPON FIELD REVIEW BY CITY OF CLIVE.
 4. PROVIDE SUBSARAIN BEHIND BACK OF CURB ON PUBLIC STREETS AS REQUIRED BEHIND SUBSURFACE MOISTURE CONDITIONS. CONNECT SUBSARAIN TO STORM SEWER INTAKE USING RCP PIPE BENEATH PAVEMENT.
 5. ALL INTAKES SHALL HAVE VANE GRATES.
 6. 8-INCH FOOTING DRAINS TO BE PVC, SDR 35.
 7. FOOTING DRAIN SERVICES TO BE 4-INCH PVC, SDR 35. EXTEND SERVICES 10 INCHES, LOT UNLESS OTHERWISE NOTED.
 8. ALL INTAKES SHALL BE LOCATED A MINIMUM OF 7.5 FEET FROM END OF PAVEMENT.
 9. ALL INTAKES SHALL BE LOCATED A MINIMUM OF 1' FEET FROM DRIVEWAY.
 10. THE CONTRACTOR SHALL PROVIDE A MINIMUM OF 3'-6" COVER ON ALL STORM SEWER, INCLUDING SUMP SERVICES.
 11. ALL INTAKES SHALL BE POUR-IN-PLACE CONCRETE STRUCTURES.



DATE: 10/29/2025

REVISIONS:

4121 NW UPBANDALE DRIVE
UPBANDALE, IA 50322
PHONE: (515) 368-4400

DRAFTED: CIVIL DESIGN ADVANTAGE ENGINEER

FORTRESS BANK

UTILITY PLAN

CLIVE, IOWA

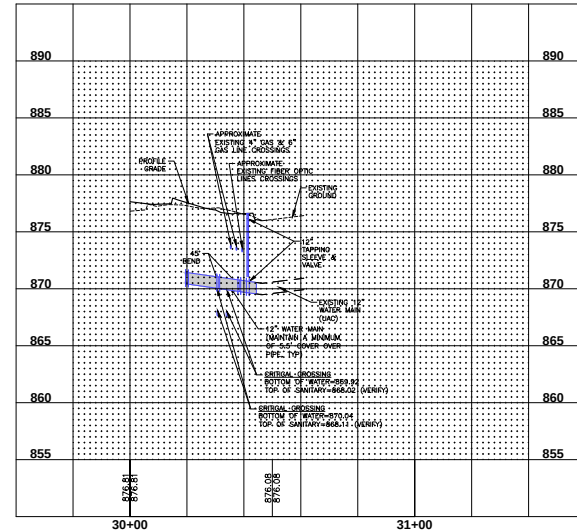
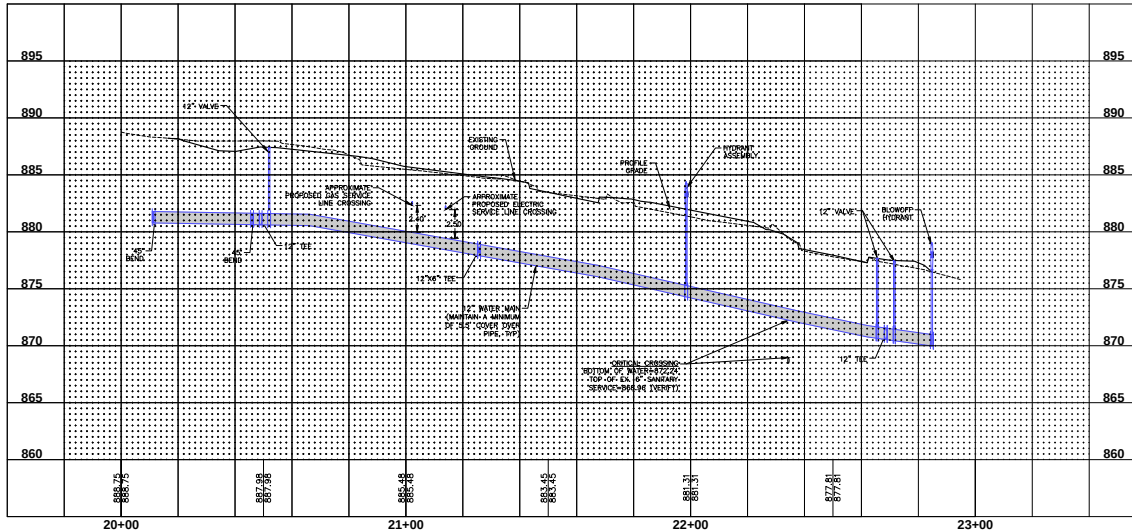
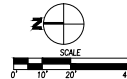
11140 HICKMAN ROAD

2507.591

1. 12" WATERMAIN WILL NEED TO PASS TESTING PER CLIVE SUPPLEMENTAL SPECIFICATIONS.

NOTES

1. 12" WATERMAIN WILL NEED TO PASS TESTING PER CLIVE SUPPLEMENTAL SPECIFICATIONS.





Memo

TO: Mayor and Council members

FROM: Amanda Grutzmacher, Senior Planner

DATE: November 13, 2025

RE: Resolution Vacating a Portion of Hickman Road Right-of-Way

SYNOPSIS:

Staff recommends approval of the Resolution Vacating a Portion of Hickman Road Right-of-Way.

Attachments:

1. Resolution
2. Vacation exhibit and location map

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

RESOLUTION NO. _____

RESOLUTION VACATING A PORTION OF
HICKMAN ROAD RIGHT-OF-WAY

WHEREAS, the City of Clive currently holds title to certain real estate which constitutes a portion of the Hickman Road right-of-way in the City of Clive and is legally described as set forth in Exhibit A attached hereto and incorporated herein by this reference (the "Real Estate"); and

WHEREAS, the Real Estate described above was acquired by the City of Clive by the Iowa Department of Transportation, but is no longer necessary; and

WHEREAS, City staff has recommended the vacation and conveyance of a portion of the Hickman Road right-of-way to the adjoining property owner, Fortress Bank; and

WHEREAS, the City Council of the City of Clive on the 13th day of November, 2025, held a public hearing on the question of vacating a portion of the Hickman Road right-of-way; and

WHEREAS, the City Council has determined that the Real Estate described herein provides no public benefit and should be vacated.

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

1. The portion of the Hickman Road right-of-way as legally described in Exhibit A is hereby vacated and all plats affected thereby shall hereby be deemed to be amended in accordance with this Resolution.
2. This resolution shall be recorded with the Polk County Recorder and shall serve as public notice that a portion of the Hickman Road right-of-way is hereby vacated by the City of Clive, Iowa.

PASSED AND APPROVED THIS _____ day of _____, 2025.

By: _____
John Edwards, Mayor

ATTEST:

By: _____
Matthew D. Graham, City Clerk

EXHIBIT "A"
LEGAL DESCRIPTION

A PART OF LOT G, STATE FARM ADDITION AND A PART OF LOT C, INTERSTATE INVESTMENT SUBDIVISION, BOTH BEING OFFICIAL PLATS IN THE CITY OF CLIVE, POLK COUNTY, IOWA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 10, SAID INTERSTATE INVESTMENT SUBDIVISION; THENCE NORTH 00°07'38" WEST ALONG THE EASTERLY LINE OF LOT 1, HOLMES OLDSMOBILE HONDA, AN OFFICIAL PLAT, 66.51 FEET TO THE NORTHEAST CORNER OF SAID LOT 1; THENCE SOUTH 89°47'34" EAST ALONG THE NORTH LINE OF THE PROPERTY DESCRIBED IN QUIT CLAIM DEED RECORDED IN BOOK 5431, PAGE 787, A DISTANCE OF 191.07 FEET; THENCE SOUTH 12°54'38" EAST, 43.71 FEET; THENCE SOUTH 00°10'59" WEST, 17.65 FEET TO THE NORTH LINE OF SAID LOT 10; THENCE NORTH 89°46'23" WEST ALONG SAID NORTH LINE, 147.46 FEET; THENCE SOUTH 83°24'09" WEST ALONG SAID NORTH LINE, 53.53 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.28 ACRES (12,043 SQUARE FEET).

INDEX LEGEND

LOCATION: PART OF LOT G STATE FARM ADDITION
PART OF LOT C INTERSTATE INVESTMENT SUBDIVISION

REQUESTOR: FORTRESS BANK

PROPRIETOR: CITY OF CLIVE
1900 NW 114TH ST.
CLIVE, IA 50325

SURVEYOR: JOSHUA E. MACKIE

SURVEYOR COMPANY: CIVIL DESIGN ADVANTAGE

PREPARED BY & RETURN TO: CIVIL DESIGN ADVANTAGE
4121 NW URBANDALE DRIVE
URBANDALE, IOWA 50322
PH: 515-369-4400

AREA RIGHT RESERVED FOR
RECORDING STAMP

R.O.W. VACATION

DATE OF SURVEY

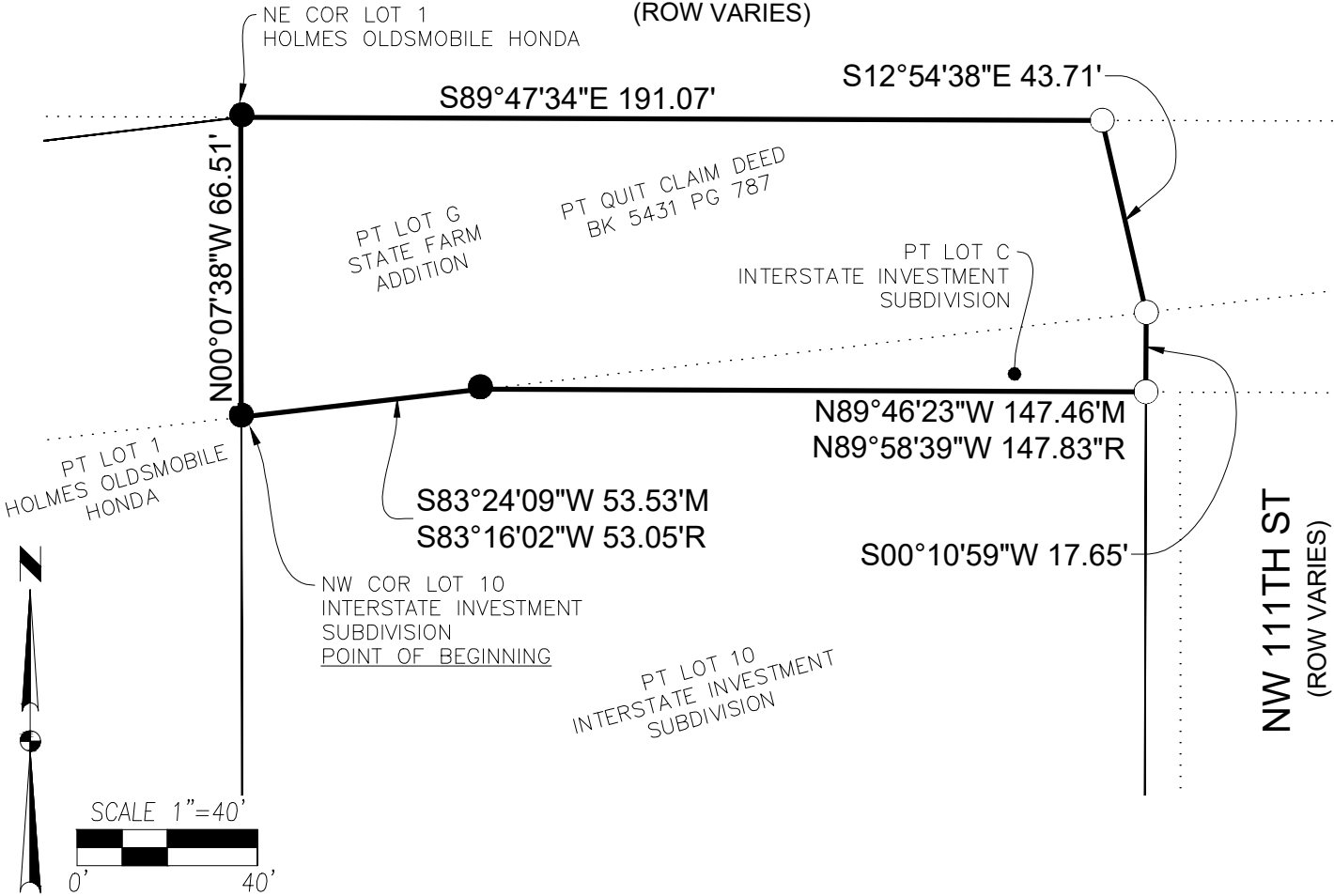
8/27/2025

VACATION DESCRIPTION

A PART OF LOT G, STATE FARM ADDITION AND A PART OF LOT C, INTERSTATE INVESTMENT SUBDIVISION, BOTH BEING OFFICIAL PLATS IN THE CITY OF CLIVE, POLK COUNTY, IOWA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 10, SAID INTERSTATE INVESTMENT SUBDIVISION; THENCE NORTH 00°07'38" WEST ALONG THE EASTERLY LINE OF LOT 1, HOLMES OLDSMOBILE HONDA, AN OFFICIAL PLAT, 66.51 FEET TO THE NORTHEAST CORNER OF SAID LOT 1: THENCE SOUTH 89°47'34" EAST ALONG THE NORTH LINE OF THE PROPERTY DESCRIBED IN QUIT CLAIM DEED RECORDED IN BOOK 5431, PAGE 787, A DISTANCE OF 191.07 FEET: THENCE SOUTH 12°54'38" EAST, 43.71 FEET: THENCE SOUTH 00°10'59" WEST, 17.65 FEET TO THE NORTH LINE OF SAID LOT 10: THENCE NORTH 89°46'23" WEST ALONG SAID NORTH LINE, 147.46 FEET: THENCE SOUTH 83°24'09" WEST ALONG SAID NORTH LINE, 53.53 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.28 ACRES (12,043 SQUARE FEET). THE PROPERTY IS SUBJECT TO ANY AND ALL EASEMENT OF RECORD.

HICKMAN RD
(ROW VARIES)



LEGEND

	FOUND	SET
SECTION CORNER AS NOTED	▲	△
1/2" REBAR, YELLOW PLASTIC CAP#29363 (UNLESS OTHERWISE NOTED)	●	○
MEASURED BEARING & DISTANCE	M	
RECORDED BEARING & DISTANCE	R	
DEEDED BEARING & DISTANCE	D	
CENTERLINE	---	---
SECTION LINE	---	---
EASEMENT LINE	---	---



I HEREBY CERTIFY THAT THIS LAND SURVEYING DOCUMENT WAS PREPARED AND THE RELATED SURVEY WORK WAS PERFORMED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL LAND SURVEYOR UNDER THE LAWS OF THE STATE OF IOWA.

JOSHUA E. MACKIE, P.L.S. DATE
LICENSE NUMBER 29363
MY LICENSE RENEWAL DATE IS DECEMBER 31, 2025
PAGES OR SHEETS COVERED BY THIS SEAL:
THIS SHEET

6

HICKMAN RD

Proposed Right of Way Vacation

11206

11264

11140

110861108611084

11053

11054

2233

2211

2181

NW 114TH ST

NW 111TH ST

2159

2157

2163



Memo

TO: Mayor and Council members

FROM: Amanda Grutzmacher, Senior Planner

DATE: November 13, 2025

RE: Site Plan and Preliminary Plat - Fortress Bank - 11140 Hickman Road

SYNOPSIS:

The applicant, Civil Design Advantage on behalf of Fortress Bank, has requested approval of a Site Plan and Preliminary Plat to allow for redevelopment of 11140 Hickman Road with an approximately 18,000 square foot, 3-story Class A office building. Refer to the attached staff report for additional information.

To date, staff has received no public comments related to the project. The Planning and Zoning Commission reviewed the request at their meeting on July 1, 2025, and unanimously recommended approval of the Site Plan and Preliminary Plat. Staff recommends approval of the site plan and preliminary plat.

Please feel free to contact Amanda at (515) 223-6221 or at agrutzmacher@cityofclive.com if you have question or need additional information prior to the meeting.

Attachments:

1. Staff Report and Attachments
2. Site Plan and Preliminary Plat
3. Photometric Plan
4. Architectural Elevations



Staff Report

TO: Planning and Zoning Commission members

FROM:

Amanda Grutzmacher, Senior Planner

DATE: November 4, 2025

RE: Fortress Bank — 11140 Hickman Road

GENERAL INFORMATION

Applicant: Civil Design Advantage on behalf of Fortress Bank

Requested Action: Approval of Site Plan and Preliminary Plat, Approval of right-of-way vacation

Location: 11140 Hickman Road

LAND USES & ZONING			
Location	Existing Land Use	Land Use Plan Designation	Current Zoning
Subject Property	Vacant Used car dealership	Commercial - Retail/Services	C-2, FF
North	Hotel, restaurant	N/A - Urbandale	N/A - Urbandale
East	Multi-tenant commercial	Commercial - Retail/Services	C-2
South	Car dealership	Commercial - Retail/Services	C-2, FF, M-1
West	Car dealership	Commercial - Retail/Services	C-2, FF

CASE HISTORY

1973 - Interstate Investment Subdivision Final Plat approved

1983 - Site plan approved for new office building

2008 - Site Plan approved for Clive Motors redevelopment

2008 - Demolition permit

2023 - property acquired by Fortress Bank

2024 - additional 8' of right-of-way acquired along NW 111th Street

BACKGROUND

The applicant, Civil Design Advantage on behalf of Fortress Bank, is requesting approval of a site plan and preliminary plat and vacation of excess right-of-way to allow for redevelopment of the property with a 3-story, approximately 18,000 square foot Class A office building. The site has most recently been used by Car City West, a used car dealership, but has been vacant for the past several years. Fortress Bank acquired the property in 2023 with the intent to redevelop the site and has been in discussions with staff since that time. To facilitate redevelopment, the City has amended the Clive Urban Renewal Plan to identify the proposed project as eligible for incremental tax rebate payments. The City has also initiated the process to vacate excess Hickman

Road right-of-way to be incorporated into the redeveloped site.

ANALYSIS

The subject site is approximately 1.32 acres in size and the preliminary plat will realign the north property line to accommodate the requested right-of-way vacation of approximately 0.28 acres.

Building Design & Site Lighting

The proposed bank building is proposed to be constructed primarily of Edwards cast stone and full depth brick in a natural color scheme. Black fiberglass and hidden fastener metal panel provide contrast and detail to the facade. The architectural details, including parapet cornices, mullion treatments to windows, and pop-outs, follow the Development Standards Manual for frequency and spacing. The building includes 2 drive-thru lanes along the south of the building for teller and ATM access, which includes an overhang that coincides with the first floor height.

The dumpster enclosure is proposed to be CMU in a matching color to the cast stone on the building and a black metal frame door. The retaining wall proposed to border the parking lot on the west and south sides of the property is proposed to be a Belgard diamond pro block in an 8"x18"x12" size with an added safety rail. Due to the necessary height in portions of the wall, structural engineering will be required before the retaining wall is installed to insure the size and construction method is adequate for the intended application. The electrical transformer and generator are located near the southwest corner of the building.

Parking lot and building lighting is provided throughout the lot and meets uniformity lighting and other standards as defined in the Development Standards Manual.

Site Layout & Circulation

The building is located in the northwest corner of the site, with parking to the east and south. 54 parking spaces are required and provided on the site. Access to the site is provided by two points on NW 111th Street. The northern access point is a right-in, right-out only, while the south access provides full access into and out of the site. The drive-thru traffic is directed to the west side of the parking lot to queue through the lanes. The dumpster location is located in line with the full access point. ADA accessible parking is available on the east side of the building near the main customer entrance. A secondary entrance is available to the south of the building for employee or emergency access.

Pedestrian traffic into the site is provided off of NW 111th Street at the northeast of the property and aligns with the accessible striping space to facilitate pedestrians to the customer entry point. Additional protective striping is provided across the exit point of the drive-thru at the outlet of the sidewalk to the south parking area. Bollards along the east sidewalk adjacent to the building are proposed to discourage parking overhang in the walking area.

In the terms of the right of way vacation, the applicant is responsible for relocating the public facilities sign that is currently on the property. Staff is working with the applicant to design the replacement. The new sign is proposed in the northeast corner of the site.

Landscaping & Stormwater Management

Due to grading needs, few of the existing trees on the site will remain. 13 trees are required for the new site landscaping. 16 trees are proposed, including three city-owned tree replacements along the north side of the property in lieu of the street tree planting location due to the alignment of the water main. The applicant has also worked with Smart Honda, who owns the lot adjacent to the south, to remove and replace 4 trees that are needed to be removed to construct the parking lot retaining wall. Any restoration of the adjacent property is subject to the terms of the temporary construction easement.

Headlight screening is provided along NW 111th Street, and similar plantings are proposed around the customer entry of the building and around the Public Facilities Sign. An irrigation system is proposed to water the headlight screening, sign landscaping, building landscaping, and landscaped island areas.

Stormwater management is accommodated for in private underground detention facilities under the southernmost parking aisle. The impervious surfaces of the site are graded to flow all run off into storm drains that ultimately drain into the underground detention facilities which outlet into the southwest corner of the site which houses a private detention basin. Green space is graded to flow water to the west and south to the existing detention basin. a stormwater detention easement is proposed for the southwest corner of the site.

Utilities

The applicant will extend a 12" water main across the north and east of the site, servicing their lot before connecting to the existing water main south of the site along NW 111th Street. 6" domestic and fire hydrant services are extended from the main to the site. A new fire hydrant will be installed on the island at the southeast corner of the building. A new run of 6" Sanitary Sewer will be extended from the existing service to reach the new building. Gutter downspouts tie in to an 8" storm sewer network at the southwest corner of the building, routing to the underground detention facility and ultimately discharging to the detention basin. Gas and electric services are provided to the site off of NW 111th Street.

PUBLIC COMMENT

Notice was sent to the surrounding property owners within 310-feet of the subject site on October 21, 2025. To date, staff has received general inquiries, but nothing in writing has been submitted.

STAFF RECOMMENDATION

Staff recommends approval subject to resolution of all items outlined in the staff comment letter originally dated April 21, 2025 and most recently amended October 24, 2025. Staff is currently reviewing the latest submittal to confirm resolution of the remaining comments.

Please see the sub-items for the ROW vacation documents and Site Plan/Preliminary Plat documents.



City of Clive

1900 NW 114th Street

Clive, IA 50325-7077

Phone (515) 223-6221

www.cityofclive.com

APPLICATION FOR DEVELOPMENT REVIEW

PERMIT

STP25-000007 Site Plan

PROJECT LOCATION

southwest corner of Hickman Rd. and NW 111th St.

PROJECT DESCRIPTION

3-story, 18,000 square feet building

APPLICANT

Civil Design Advantage

Nicole Neal

4121 NW Urbandale Dr

Urbandale, IA 50322

(515) 369-4400

nicolen@cda-eng.com

DEVELOPER

Christensen Development

Chad Rasmussen

215 E 3rd St

Des Moines, IA 50309

(515) 321-0491

chad@christensendevelopment.com

ENGINEER OF RECORD

Civil Design Advantage

John Becker

4121 NW Urbandale Dr

Urbandale, IA 50322

(515) 369-4400

johnb@cda-eng.com

APPLICATION DATE

04/18/2025

PROJECT NAME

Fortress Bank

PROPERTY OWNER

Fortress Bank

Lee Garlach

5000 Westown Pkwy

West Des Moines, IA 50266

(563) 362-0420

lgarlach@bankfortress.com

PROJECT MANAGER

Civil Design Advantage

Nicole Neal

4121 NW Urbandale Dr

Urbandale, IA 50322

(515) 369-4400

nicolen@cda-eng.com

ARCHITECT OF RECORD

Simonson + Associates Architects

Stephanie Poole

1717 Ingersoll Ave

Des Moines, IA 50309

(515) 440-5626

spoole@simonsonassoc.com

MEETING DATES

PLANNING & ZONING COMMISSION

11/04/2025

CITY COUNCIL

11/13/2025



October 21, 2025

Re: 11140 HICKMAN RD - Fortress Bank

Dear Property Owner:

Nicole Neal has submitted a Site Plan to the City of Clive to 3-story, 18,000 square feet building located at southwest corner of Hickman Rd. and NW 111th St.

The Clive Planning and Zoning Commission will tentatively receive public input on this application during their meeting at 5:30 p.m., Nov 04, 2025. You may attend this meeting in person in the City Council Chambers, 1900 NW 114th Street, Clive, IA 50325, or virtually via Zoom. Zoom Meeting ID and call-in number will be published on the agenda for the meeting. Meeting agendas are available on the City's meeting portal at <https://cliveia.portal.civicclerk.com/>.

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 Nov 13, 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 meeting portal at <https://cliveia.portal.civicclerk.com/>.

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.

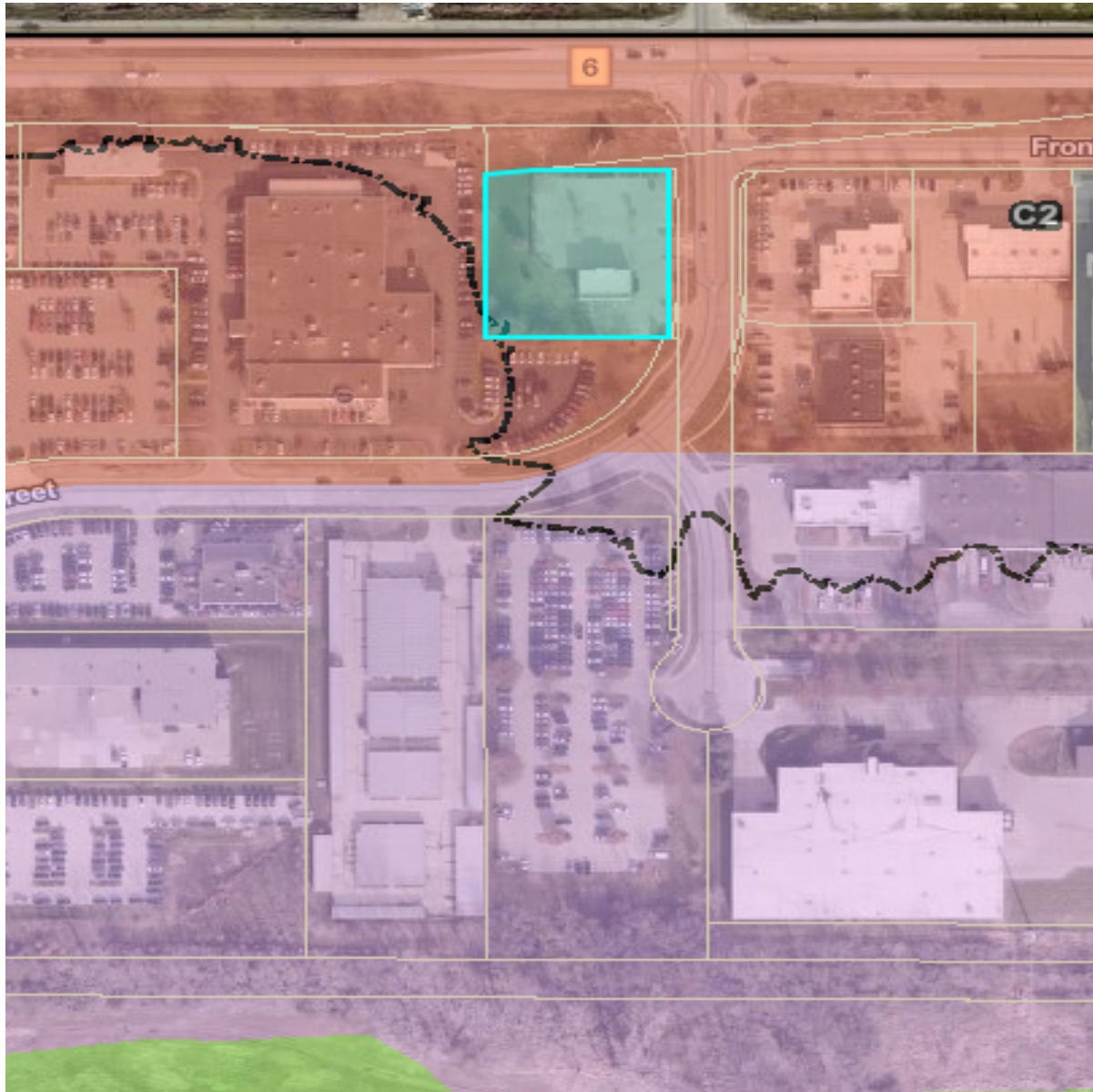
Sincerely,

A handwritten signature in cursive script that reads "Amanda Grutzmacher". Below the signature is a small, faint rectangular stamp.

Amanda Grutzmacher

AGRUTZMACHER@CITYOFCLIVE.COM

LOCATION MAP



CCT INVESTMENTS LLC
11015 BELL OAKS ESTATE RD
EDEN PRAIRIE, MN 55347-5253

CITY OF URBANDALE
3315 70TH ST
URBANDALE, IA 50322-3203

HOLMES OLDS CO INC
2079 NW 114TH ST
CLIVE, IA 50325

STATE OF IOWA
800 LINCOLN WAY
AMES, IA 50010-6915

FORTRESS BANK
5000 WESTOWN PKWY STE 420
WEST DES MOINES, IA 50266-5921

98 INVESTMENTS LLC
6750 WESTOWN PKWY STE 200
WEST DES MOINES, IA 50266-7717

DMHON RE LLC
2160 NW 111TH ST
CLIVE, IA 50325

MACHINE SHED LLC
2600 111TH ST
URBANDALE, IA 50322-3724

LIVING HISTORY FARMS FOUNDATION
2600 111TH ST
URBANDALE, IA 50322-3724

HOA HOTELS LLC
1501 RIVER DR
MOLINE, IL 61265-1307

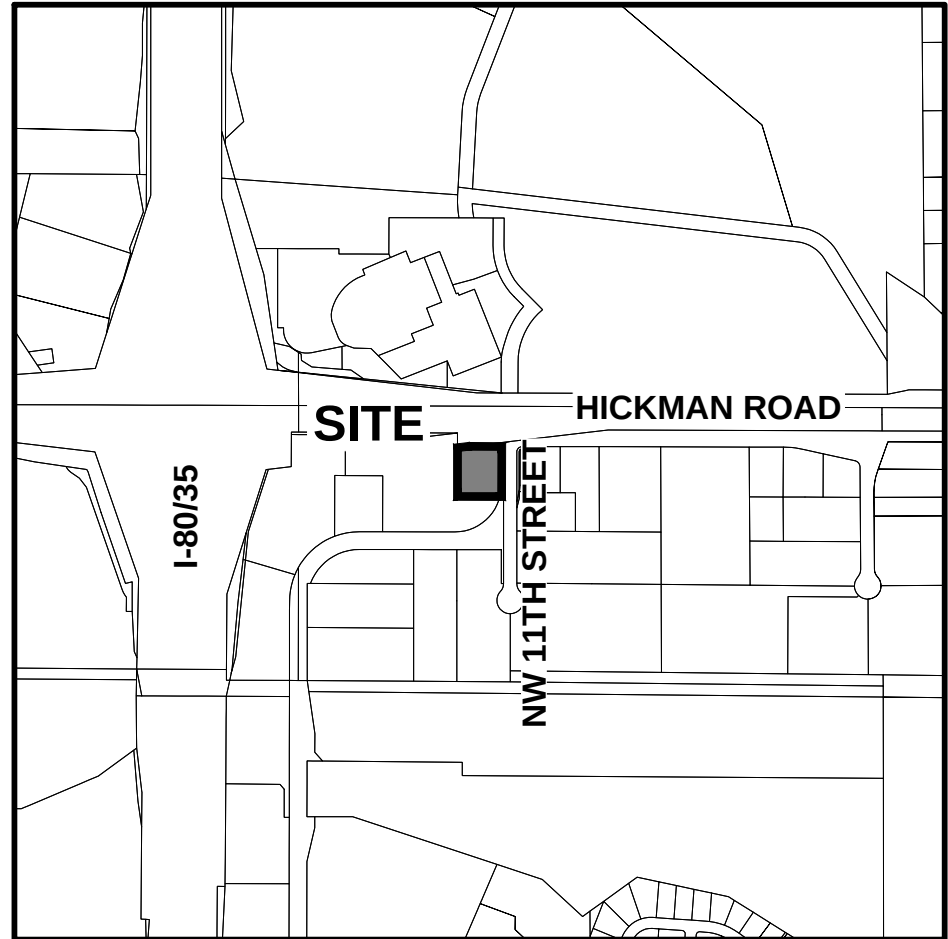
HOLMES OLDS COMPANY INC
11206 HICKMAN RD
CLIVE, IA 50325-3744

MD6 CLIVE LLC
417 1ST AVE SE
CEDAR RAPIDS, IA 52401-1309

SITE PLAN FOR:
FORTRESS BANK
CLIVE, IOWA

VICINITY MAP

NOT TO SCALE



CLIVE, IOWA

OWNER/APPLICANT

FORTRESS BANK
5000 WESTOWN PARKWAY SUITE420
WEST DES MOINES, IA 50266-5921
CONTACT: LEE GARLACH
EMAIL: LGARLACH@BANKFORTRESS.COM

ENGINEER

CIVIL DESIGN ADVANTAGE
4121 NW URBANDALE DRIVE
URBANDALE, IA 50322
CONTACT: NICOLE NEAL
EMAIL: NICOLEN@CDA-ENG.COM
PH. (515) 369-4400

SURVEYOR

CIVIL DESIGN ADVANTAGE
4121 NW URBANDALE DRIVE
URBANDALE, IA 50322
CONTACT: CHARLIE MCGLOTHLEN
EMAIL: CHARLIE@CDA-ENG.COM
PH. (515) 369-4400

ARCHITECT

SIMONSON & ASSOCIATES, LLC
1717 INGERSOLL AVE, SUITE 117
DES MOINES, IOWA 50309
CONTACT: STEPHANIE POOLE
EMAIL: SPOOLE@SIMONSONASSOC.COM
PH: (515) 440-5626

PROJECT SITE ADDRESS

11140 HICKMAN ROAD

DATE OF SURVEY

AUGUST 4, 2025
AUGUST 13, 2025

BENCHMARKS

- CUT TRIANGLE ON LIGHT POST BASE NW CORNER OF SITE, NE CORNER OF SMART HONDA
ELEVATION=868.54
NORTHING=588347.644
EASTING=1565914.104
- CITY OF CLIVE BM#14
ELEVATION=872.76
NORTHING=588197.768
EASTING=1567787.905

SUBMITTAL DATES

SECOND SUBMITTAL: 09/09/2025
THIRD SUBMITTAL: 10/15/2025
FOURTH SUBMITTAL: 10/29/2025

LEGAL DESCRIPTION

A PART OF LOT 10 AND A PART OF LOT C, INTERSTATE INVESTMENT SUBDIVISION, AND A PART OF LOT G, STATE FARM ADDITION, BOTH BEING OFFICIAL PLATS IN THE CITY OF CLIVE, POLK COUNTY, IOWA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 10; THENCE NORTH 00°07'38" WEST ALONG THE WEST LINE OF SAID LOT 10 AND THE EASTERLY LINE OF LOT 1, HOLMES OLDSMOBILE HONDA, AN OFFICIAL PLAT, 288.42 FEET TO THE NORTHEAST CORNER OF SAID LOT 1 ALSO BEING A POINT ON THE NORTH LINE OF THE PROPERTY DESCRIBED IN QUIT CLAIM DEED RECORDED IN BOOK 5431, PAGE 787; THENCE SOUTH 89°47'34" EAST ALONG SAID NORTH LINE, 191.07 FEET; THENCE SOUTH 12°54'38" EAST, 43.71 FEET; THENCE SOUTH 00°10'59" WEST ALONG THE WEST LINE AND THE NORTHERLY EXTENSION OF SAID WEST LINE OF THE ACQUISITION PLAT SHOWN IN WARRANTY DEED RECORDED IN BOOK 19699, PAGE 87, A DISTANCE OF 245.70 FEET TO THE SOUTH LINE OF SAID LOT 10; THENCE NORTH 89°50'04" WEST ALONG SAID SOUTH LINE, 199.41 FEET TO THE POINT OF BEGINNING AND CONTAINING 1.32 ACRES (57,512 SQUARE FEET).

THE PROPERTY IS SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

ZONING INFORMATION SUMMARY

ZONING: C2 COMMUNITY RETAIL
COMMERCIAL DISTRICT
FF FLOOD FRINGE OVERLAY DISTRICT

MINIMUM LOT AREA: NONE

MINIMUM LOT WIDTH: NONE

MINIMUM LOT DEPTH: NONE

BUILDING SETBACKS:
FRONT YARD: 25 FEET
REAR YARD: 35 FEET
SIDE YARD: NONE

PARKING SETBACKS:
FRONT YARD: 10 FEET
REAR YARD: 5 FEET
SIDE YARD: 5 FEET

MAXIMUM HEIGHT: 60 FEET

MINIMUM OPEN SPACE: 15%

DEVELOPMENT INFORMATION SUMMARY

BUILDING USE:

EXISTING: CAR DEALERSHIP
PROPOSED: BANK AND FUTURE TENANTS

IBC OCCUPANCY CLASSIFICATION(S): BUSINESS GROUP B

SITE AREA: 1.32 ACRES (57,512 SF)

EXISTING IMPERVIOUS AREA:

EXISTING BUILDING: 2,196 SF
EXISTING PAVING: 21,491 SF
EXISTING SIDEWALK: 438 SF
TOTAL IMPERVIOUS: 24,125 SF

PROPOSED IMPERVIOUS AREA:

PROPOSED BUILDING: 6,260 SF
PROPOSED PAVING: 27,386 SF
PROPOSED SIDEWALK: 1,111 SF
TOTAL IMPERVIOUS: 34,757 SF

OPEN SPACE:

REQUIRED: 8,627 SF (15%)
EXISTING (LOT: 45,760 SF) 21,635 SF (47.3%)
PROPOSED 22,755 SF (39.6%)

PARKING:

REQUIRED
BANK (6,260 SF) (3 SPACES PER 1,000 SF OF GFA): 19 SPACES
OFFICE (11,740 SF) (3 SPACES PER 1,000 SF OF GFA): 35 SPACES
TOTAL REQUIRED: 54 SPACES

PROVIDED

STANDARD: 51 SPACES
ACCESSIBLE: 3 SPACES
TOTAL: 54 SPACES

INDEX OF SHEETS

NO.	DESCRIPTION
C0.0	COVER SHEET
C1.1	TOPOGRAPHIC SURVEY & DEMOLITION PLAN
C2.1	DIMENSION PLAN
C3.1	GRADING PLAN
C3.2	GRADING ENLARGEMENTS
C4.1	EROSION & SEDIMENT CONTROL PLAN
C5.1	UTILITY PLAN
C5.2-C5.3	WATER MAIN PLAN & PROFILE
C6.1-C6.3	DETAILS
L1.1	LANDSCAPE PLAN
L2.1	LANDSCAPE DETAILS
L3.1	IRRIGATION PLAN
L3.2	IRRIGATION DETAILS

FIRM INFORMATION

- SUBJECT PROPERTY IS LOCATED IN UNSHADED ZONE 'X' (AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN) AS SHOWN ON THE FLOOD INSURANCE RATE MAPS FOR THE CITY OF CLIVE, POLK COUNTY, IOWA, MAP PANEL 19153C0310F WITH AN EFFECTIVE DATE OF 2-1-2019.
- SUBJECT PROPERTY IS LOCATED IN UNSHADED ZONE 'AE' (AREAS DETERMINED TO BE WITHIN THE 1% ANNUAL CHANCE FLOODPLAIN) AS SHOWN ON THE FLOOD INSURANCE RATE MAPS FOR THE CITY OF CLIVE, POLK COUNTY, IOWA, MAP PANEL 19153C0310F WITH AN EFFECTIVE DATE 2-1-2019.



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.

GENERAL LEGEND

PROPOSED

PROPERTY BOUNDARY
SECTION LINE
CENTER LINE
RIGHT OF WAY
BUILDING SETBACK
PERMANENT EASEMENT
TEMPORARY EASEMENT
TYPE SW-501 STORM INTAKE
TYPE SW-502 STORM INTAKE
TYPE SW-503 STORM INTAKE
TYPE SW-505 STORM INTAKE
TYPE SW-506 STORM INTAKE
TYPE SW-512 STORM INTAKE
TYPE SW-513 STORM INTAKE
TYPE SW-516 STORM INTAKE
TYPE SW-401 STORM MANHOLE
TYPE SW-402 STORM MANHOLE
FLARED END SECTION
TYPE SW-301 SANITARY MANHOLE
STORM/SANITARY CLEANOUT
WATER VALVE
FIRE HYDRANT ASSEMBLY
SIGN
DETECTABLE WARNING PANEL
WATER CURB STOP
SANITARY SEWER
SANITARY SERVICE
STORM SEWER
STORM SERVICE
WATERMAIN WITH SIZE
WATER SERVICE
SAWCUT (FULL DEPTH)
SILT FENCE
USE AS CONSTRUCTED
MINIMUM PROTECTION ELEVATION

EXISTING

SANITARY MANHOLE
WATER VALVE BOX
FIRE HYDRANT
WATER CURB STOP
WELL
STORM SEWER MANHOLE
STORM SEWER SINGLE INTAKE
STORM SEWER DOUBLE INTAKE
FLARED END SECTION
DECIDUOUS TREE
CONIFEROUS TREE
DECIDUOUS SHRUB
CONIFEROUS SHRUB
ELECTRIC POWER POLE
GUY ANCHOR
STREET LIGHT
POWER POLE W/ TRANSFORMER
UTILITY POLE W/ LIGHT
ELECTRIC BOX
ELECTRIC TRANSFORMER
ELECTRIC MANHOLE OR VAULT
TRAFFIC SIGN
TELEPHONE JUNCTION BOX
TELEPHONE MANHOLE/VAULT
TELEPHONE POLE
GAS VALVE BOX
CABLE TV JUNCTION BOX
CABLE TV MANHOLE/VAULT
MAIL BOX
BENCHMARK
SOIL BORING
UNDERGROUND TV CABLE
GAS MAIN
FIBER OPTIC
UNDERGROUND TELEPHONE
OVERHEAD ELECTRIC
UNDERGROUND ELECTRIC
FIELD TILE
SANITARY SEWER W/ SIZE
STORM SEWER W/ SIZE
WATER MAIN W/ SIZE

CONSTRUCTION SCHEDULE

START DATE:12/11/2025
FINISH DATE:11/20/2026

GRADING: 12/11/2025
SITE UTILITIES: 12/18/2025
SITE PAVING: 6/22/2026
BUILDING FOUNDATIONS: 3/23/2026
STRUCTURAL STEEL: 4/13/2026
LANDSCAPING: 7/13/2026
OCCUPANCY: 10/22/2026

REFER TO GEOTECH ENGINEERING REPORT NO. 231204 BY ALLENDER BUTZKE ENGINEERS INC. FOR GEOTECHNICAL REQUIREMENTS.

THE PROJECT REQUIRES AN IOWA NPDES PERMIT #2 AND CITY OF CLIVE GRADING PERMIT. CIVIL DESIGN ADVANTAGE WILL PROVIDE THE PERMITS AND THE INITIAL STORM WATER POLLUTION PREVENTION PLAN (SWPPP) FOR THE CONTRACTORS USE DURING CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR UPDATING THE SWPPP THROUGHOUT CONSTRUCTION AND MEETING LOCAL, STATE AND FEDERAL REQUIREMENTS.

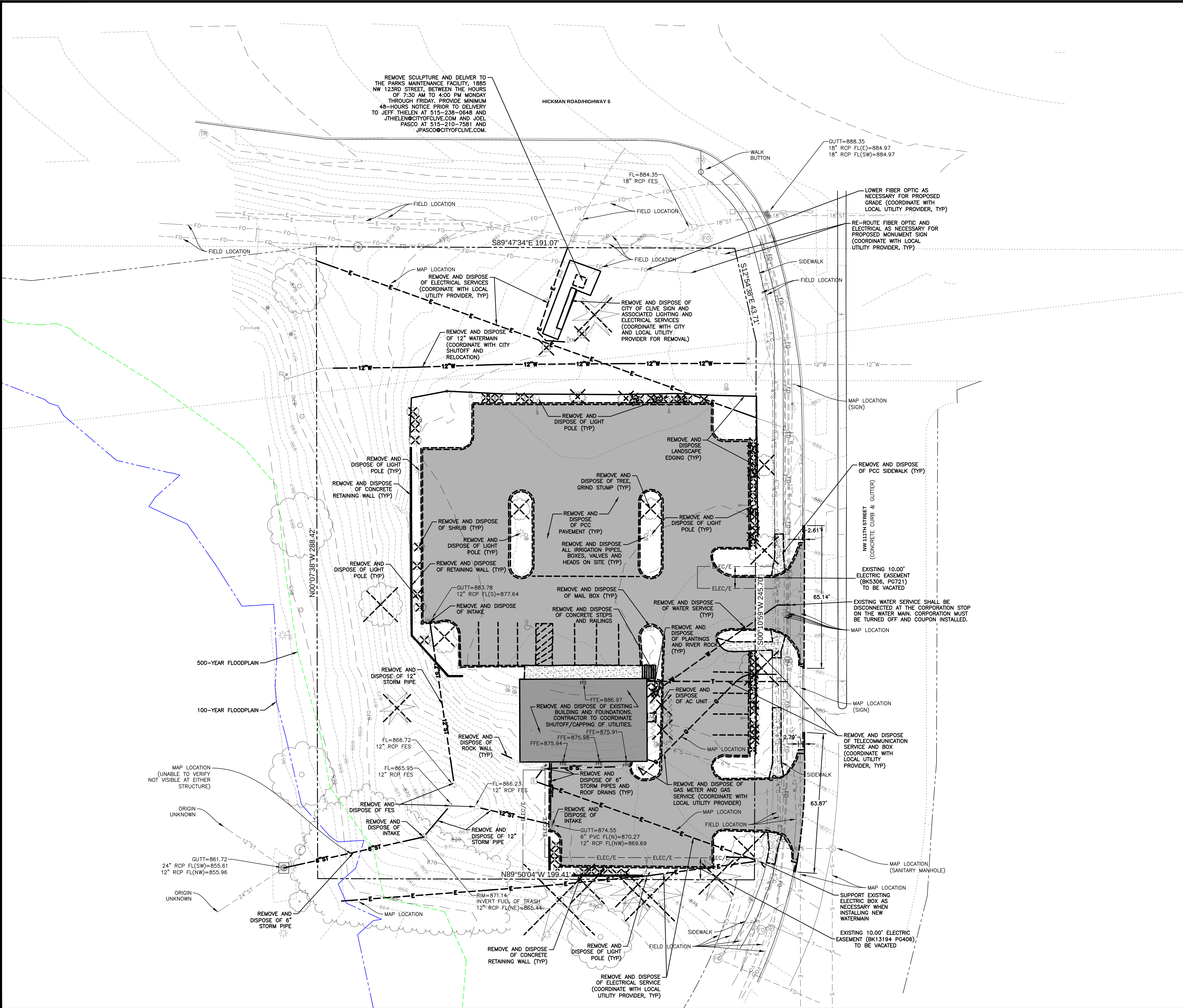
ALL CONSTRUCTION MATERIALS, DUMPSTERS, DETACHED TRAILERS OR SIMILAR ITEMS ARE PROHIBITED ON PUBLIC STREETS OR WITHIN THE PUBLIC R.O.W.

THE 2025 EDITION OF THE SUDAS STANDARD SPECIFICATIONS, THE PUBLIC RIGHTS-OF-WAY ACCESSIBILITY GUIDELINES (PROWAG) AND ALL CITY SUPPLEMENTALS, IF APPLICABLE, SHALL APPLY TO ALL WORK ON THIS PROJECT UNLESS OTHERWISE NOTED.

	I HEREBY CERTIFY THAT THIS ENGINEERING DOCUMENT WAS PREPARED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF IOWA. JOHN PATRICK BECKER, P.E. DATE LICENSE NUMBER 25523 MY LICENSE RENEWAL DATE IS DECEMBER 31, 2026 PAGES OR SHEETS COVERED BY THIS SEAL: C0.0, C1.1, C2.1, C3.1-C3.2, C4.1, C5.1-C5.3, AND C6.1-C6.3
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	I HEREBY CERTIFY THAT THE PORTION OF THIS TECHNICAL SUBMISSION DESCRIBED BELOW WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND RESPONSIBLE CHARGE. I AM A DULY LICENSED PROFESSIONAL LANDSCAPE ARCHITECT UNDER THE LAWS OF THE STATE OF IOWA. NICOLE E. LEWIS, A.S.A. DATE MY LICENSE RENEWAL DATE IS JUNE 30, 2026 PAGES OR SHEETS COVERED BY THIS SEAL: L1.1, L2.1, L3.1-L3.2
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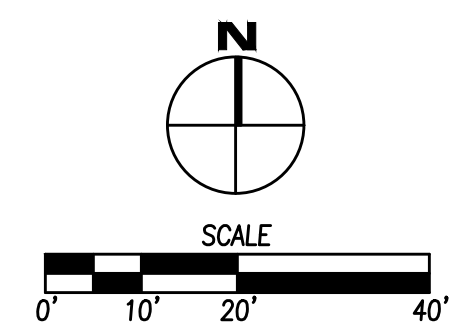
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FILE DATE: 10/29/2025
PLOTTED BY: KAYLEE MARTINSON
COMMENT: ENG.
TECH.
9:34 AM



- ### DEMOLITION NOTES
- PRIOR TO ANY WORK AT THE SITE, CONTRACTOR SHALL EXAMINE ANY APPLICABLE DRAWINGS AVAILABLE FROM THE OWNER OR ENGINEER AND CONSULT WITH OWNERS PERSONNEL AND UTILITY COMPANY REPRESENTATIVES. NO COMPENSATION WILL BE ALLOWED FOR DAMAGE FROM FAILURE TO COMPLY WITH THIS REQUIREMENT.
 - PRIOR TO DEMOLITION, CONTRACTOR SHALL NOTIFY IN WRITING (48 HRS NOTICE) THE FOLLOWING:
 - CITY
 - APPROPRIATE UTILITY COMPANIES
 - OWNER
 - CIVIL DESIGN ADVANTAGE
 - ARCHITECT
 - DO NOT DISTURB EXISTING UTILITIES UNLESS OTHERWISE NOTED. COORDINATE REMOVAL OR ABANDONMENT OF ALL UTILITIES WITH THE APPROPRIATE UTILITY SUPPLIER AND REGULATORY AGENCIES.
 - PROTECT EXISTING UTILITIES THAT ARE TO REMAIN. THE LOCATIONS OF ALL UTILITIES INDICATED ON THE PLANS ARE TAKEN FROM EXISTING RECORDS. THE EXACT LOCATION AND ELEVATION OF ALL UTILITIES MUST BE DETERMINED BY THE CONTRACTOR. IT SHALL BE THE DUTY OF THE CONTRACTOR TO ASCERTAIN WHETHER ANY ADDITIONAL FACILITIES OTHER THAN THOSE SHOWN ON THE PLAN MAY BE PRESENT.
 - BACKFILL ALL EXCAVATIONS WITH COHESIVE MATERIAL COMPACTED TO 95% MAXIMUM STANDARD PROCTOR DRY DENSITY AND MOISTURE RANGE OF OPTIMUM MOISTURE TO 4% ABOVE OPTIMUM MOISTURE. TESTING OF BACKFILL TO BE BY A GEOTECHNICAL ENGINEER EMPLOYED BY THE OWNER. IN THE EVENT OF A TEST FAILURE, ANY RETESTING SHALL BE PAID FOR BY THE CONTRACTOR.
 - FIELD VERIFY EXISTING GRADES AND LOCATION OF EXISTING UTILITIES, CONDUIT, LINES, POLES, TREES, PAVING, BUILDING AND OTHER SITE FEATURES PRIOR TO DEMOLITION AND IMMEDIATELY INFORM THE ENGINEER AND/OR OWNER OF ANY DISCREPANCIES.
 - DEMOLITION NOTES AS SHOWN ON THE PLAN ARE NOT ALL INCLUSIVE. CONTRACTOR TO ABANDON IN PLACE OR REMOVE AND DISPOSE OF ALL EXISTING SITE IMPROVEMENTS ABOVE AND BELOW GROUND TO COMPLY WITH THE GENERAL INTENT OF THIS DOCUMENT.
 - ALL CONSTRUCTION/DEMOLITION DEBRIS SHALL BE DISPOSED OF OFFSITE IN FULL COMPLIANCE WITH CURRENT ENVIRONMENTAL REGULATIONS.
 - CONSTRUCTION LIMITS SHALL BE CONFINED TO THE SITE BOUNDARY AS NOTED. ANY DAMAGE TO PROPERTIES OUTSIDE THE SITE BOUNDARY SHALL BE AT THE SOLE RESPONSIBILITY OF THE CONTRACTOR.
 - ALL WORK SHALL BE IN ACCORDANCE WITH OSHA STANDARDS. NOTHING INDICATED ON THE DRAWINGS SHALL RELIEVE THE CONTRACTOR FROM COMPLYING WITH ANY APPROPRIATE SAFETY REGULATIONS.
 - ANY EXISTING SIDEWALK DAMAGED DURING CONSTRUCTION MUST BE REPLACED.
 - PERIMETER SEDIMENT AND EROSION CONTROL AS WELL AS INTAKE BASKETS FOR EXISTING INTAKES MUST BE IN PLACE PRIOR TO COMMENCING CONSTRUCTION ACTIVITIES.

- ### TRAFFIC CONTROL NOTES
- ALL APPLICABLE CITY PERMITS, INCLUDING BUT NOT LIMITED TO CLOSURE PERMITS, SHALL BE OBTAINED PRIOR TO ANY CONSTRUCTION WITHIN CITY R.O.W. OR LANE CLOSURES.
 - ALL TRAFFIC CONTROL SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD).
 - PERMANENT SIGNING THAT CONVEYS A MESSAGE CONTRARY TO THE MESSAGE OF TEMPORARY SIGNING AND NOT APPLICABLE TO THE WORKING CONDITIONS SHALL BE COVERED BY THE CONTRACTOR WHEN DIRECTED BY THE CITY.
 - THE CONTRACTOR SHALL COORDINATE HIS TRAFFIC CONTROL WITH OTHER CONSTRUCTION PROJECTS IN THE AREA.
 - SIDEWALK CLOSED SIGNS REQUIRED FOR ALL SIDEWALK CLOSURES.
 - THE CONTRACTOR IS CAUTIONED NEITHER TO OBSTRUCT NOR REMOVE ANY EXISTING PAVEMENT, NOR TO DISTURB THE EXISTING TRAFFIC PATTERNS MORE THAN IS NECESSARY FOR THE PROPER EXECUTION OF THE WORK.
 - ALL SIGNING AND LANE STRIPING WILL NEED TO COMPLY WITH MUTCD. MAINTENANCE AND REPLACEMENT OF THE SIGNING AND STRIPING WILL BE THE RESPONSIBILITY OF THE APPLICANT.

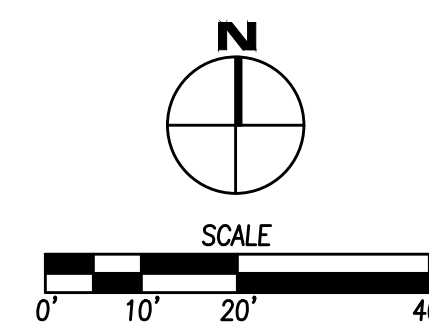
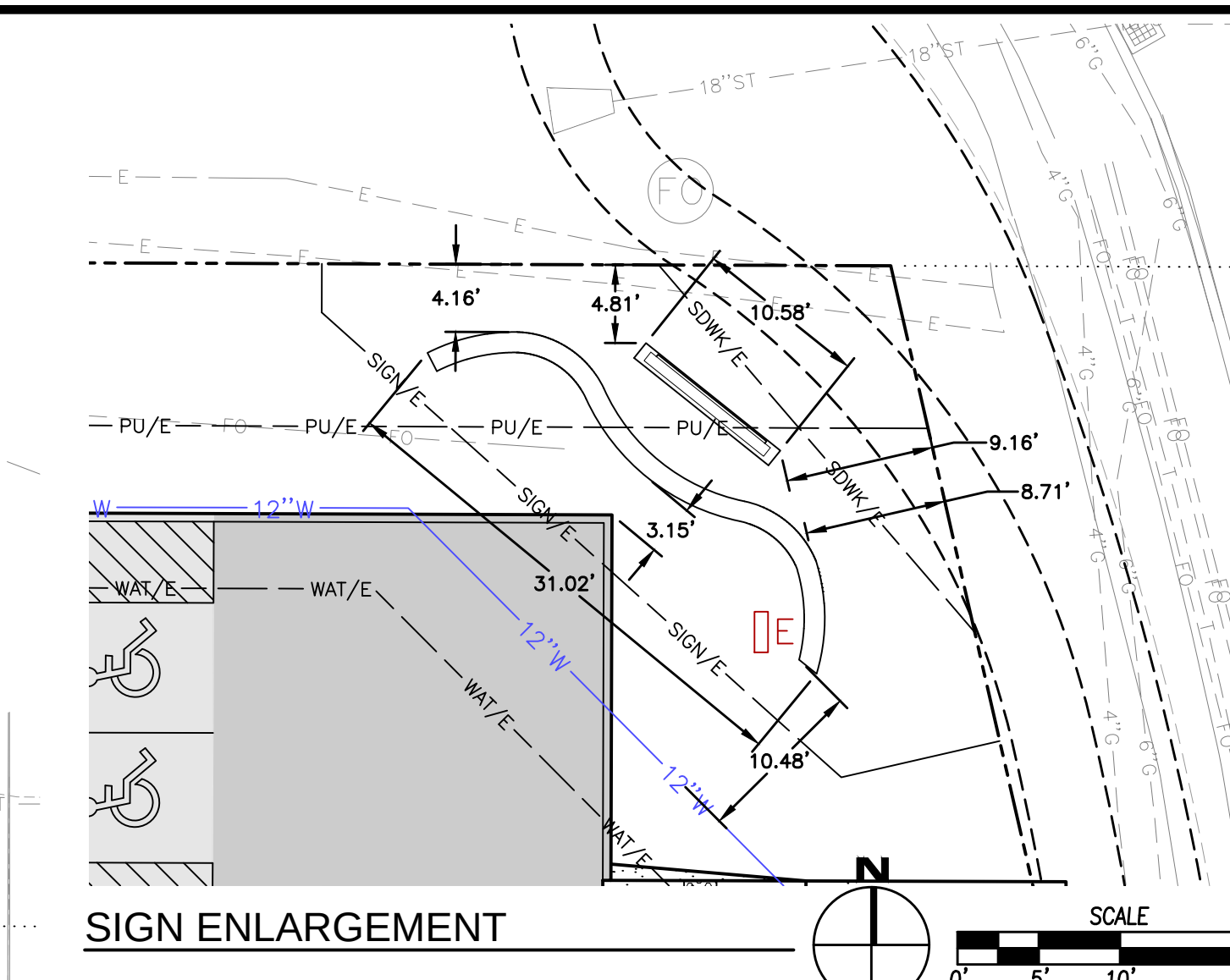
- ### CITY OF CLIVE WATER WORKS NOTES
- ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF CLIVE'S DEVELOPMENT REGULATIONS, POLICIES, AND STATEWIDE URBAN DESIGN AND STANDARDS MANUAL (SUDAS).
 - CONTRACTOR SHALL REVIEW THE 2025 COMPLETE RULES AND REGULATIONS FROM THE DES MOINES WATER WORKS (DMWW) BEFORE REMOVAL OF TAP OF CONNECTION TO THE EXISTING WATER SERVICE.
 - SERVICES HAVING A 1/2", 3/4", OR 1" CORPORATION TAP ARE TO BE DISCONNECTED FROM THE CORPORATION STOP AND THE STOP BOX REMOVED IN ACCORDANCE WITH THE RULES AND REGULATIONS. WORK SHALL BE PERFORMED BY A PLUMBING CONTRACTOR AND INSPECTED BY DES MOINES WATER WORKS (DMWW).
 - WHEN SERVICES ARE CONNECTED TO THE MAIN BY A 2" CORPORATION, A TEE, OR A TAPPING SLEEVE AND VALVE, DES MOINES WATER WORKS SHALL PERMANENTLY DISCONNECT THE SERVICE FROM THE WATER MAIN BY AN APPROPRIATE METHOD DETERMINED BY DES MOINES WATER WORKS (DMWW).
 - WATER SERVICE LINES THAT HAVE BEEN REMOVED MAY NOT REUSE THE CORPORATION TAP FOR A FUTURE WATER SERVICE. A NEW CURB STOP SHALL BE INSTALLED AT THE TIME THE SERVICE LINE IS STUBBED.
 - WATER SERVICE SHALL BE DISCONNECTED AT THE CORPORATION N THE WATER MAIN. CORPORATION MUST BE TURNED OFF AND COPPER BLANK INSTALLED.

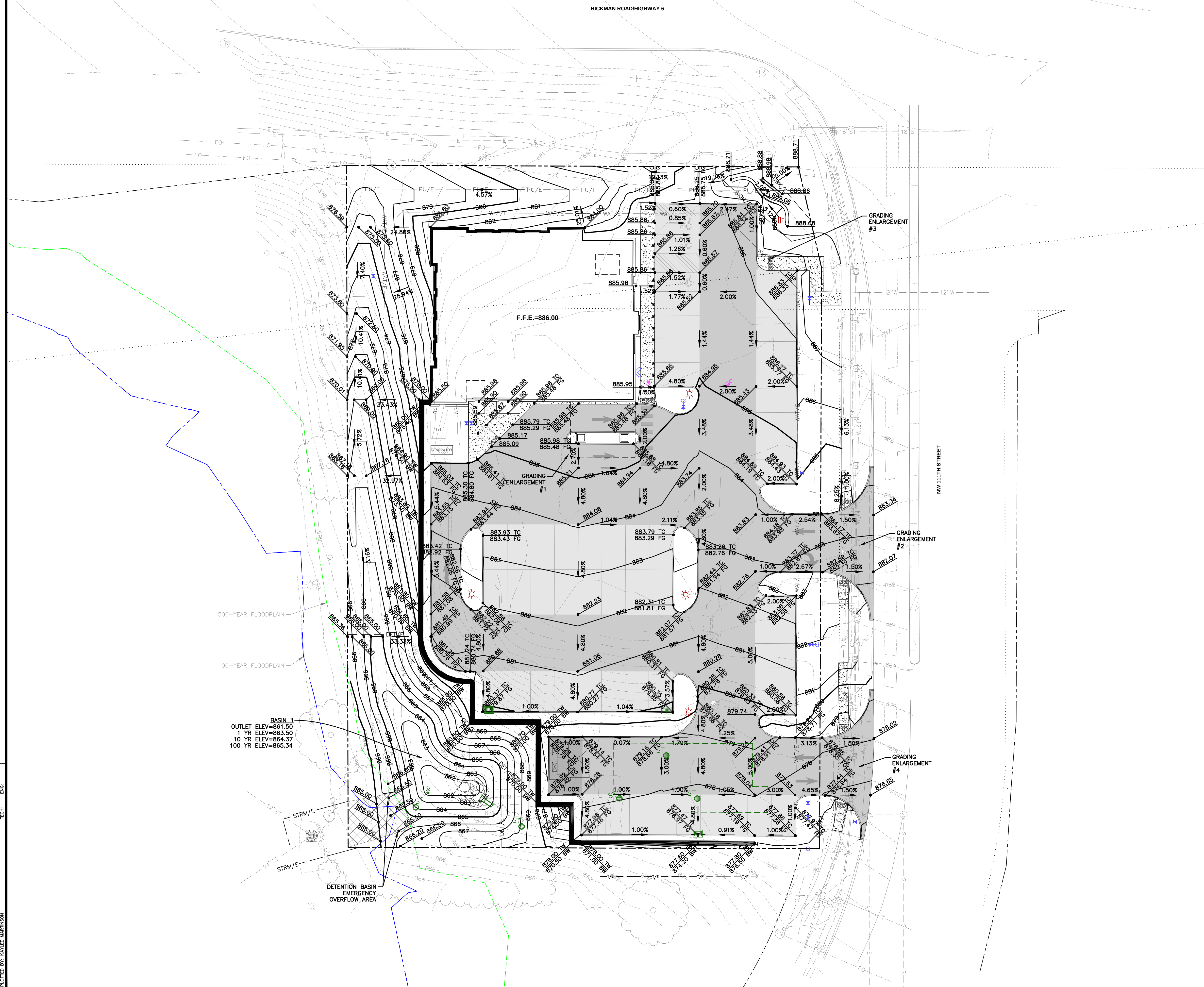


DATE: 10/29/2025
SHEET NUMBER: C1.1
2507.591

4121 NW URBANDALE DRIVE
URBANDALE, IA 50322
PHONE: (515) 369-4400

ENGINEER: CIVIL DESIGN ADVANTAGE
DRAFTED: 11140 HICKMAN ROAD
CLIVE, IOWA

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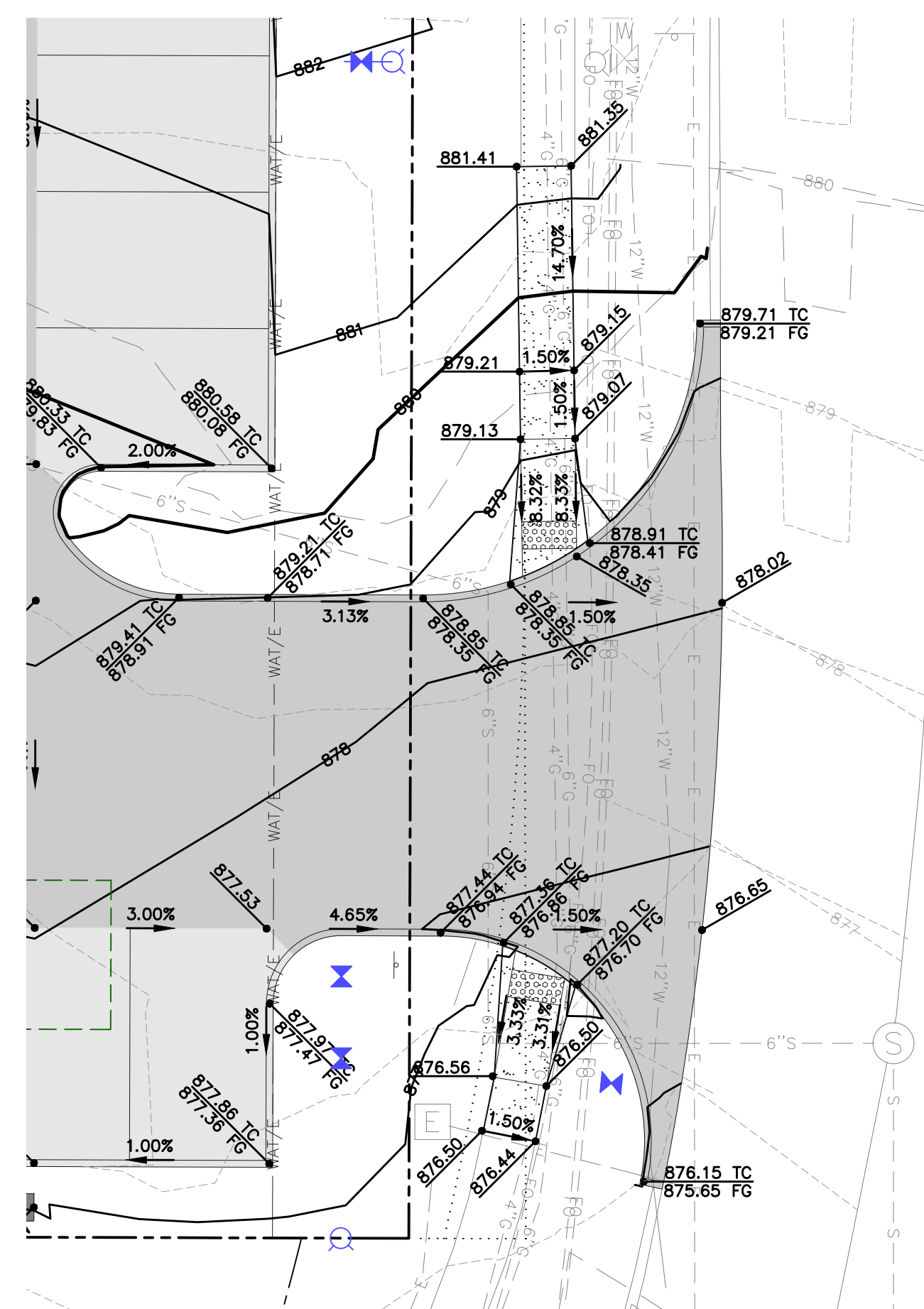
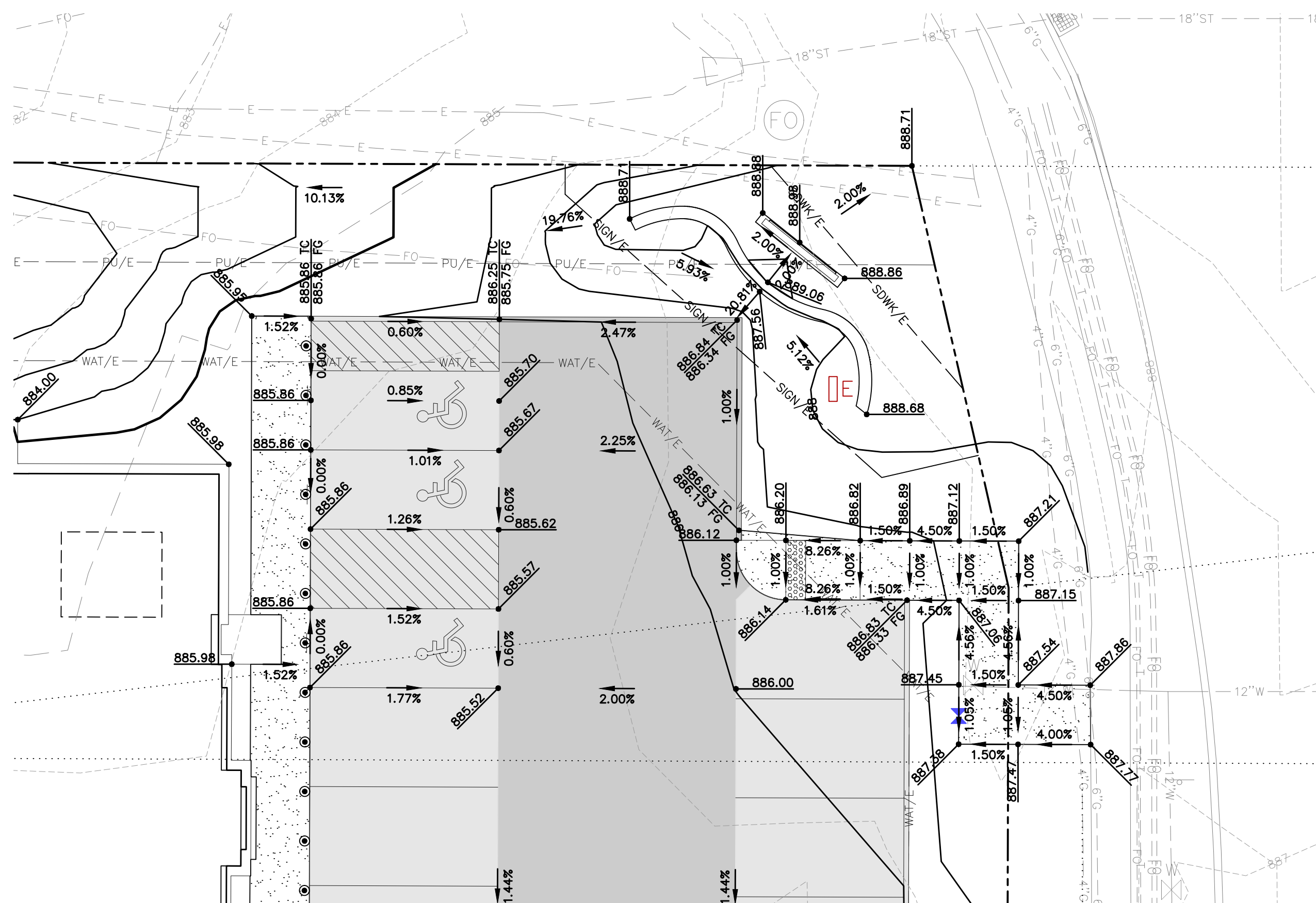
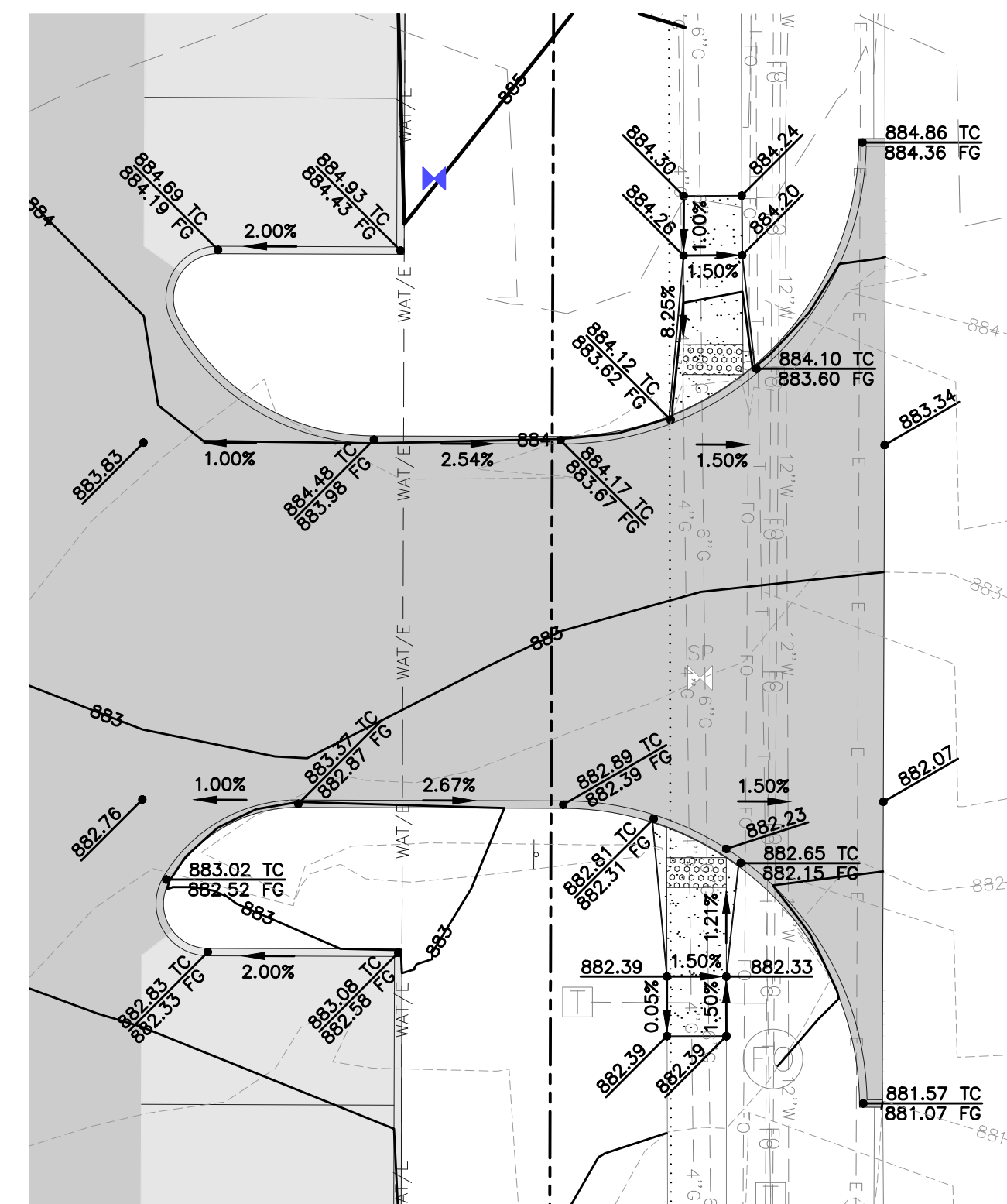
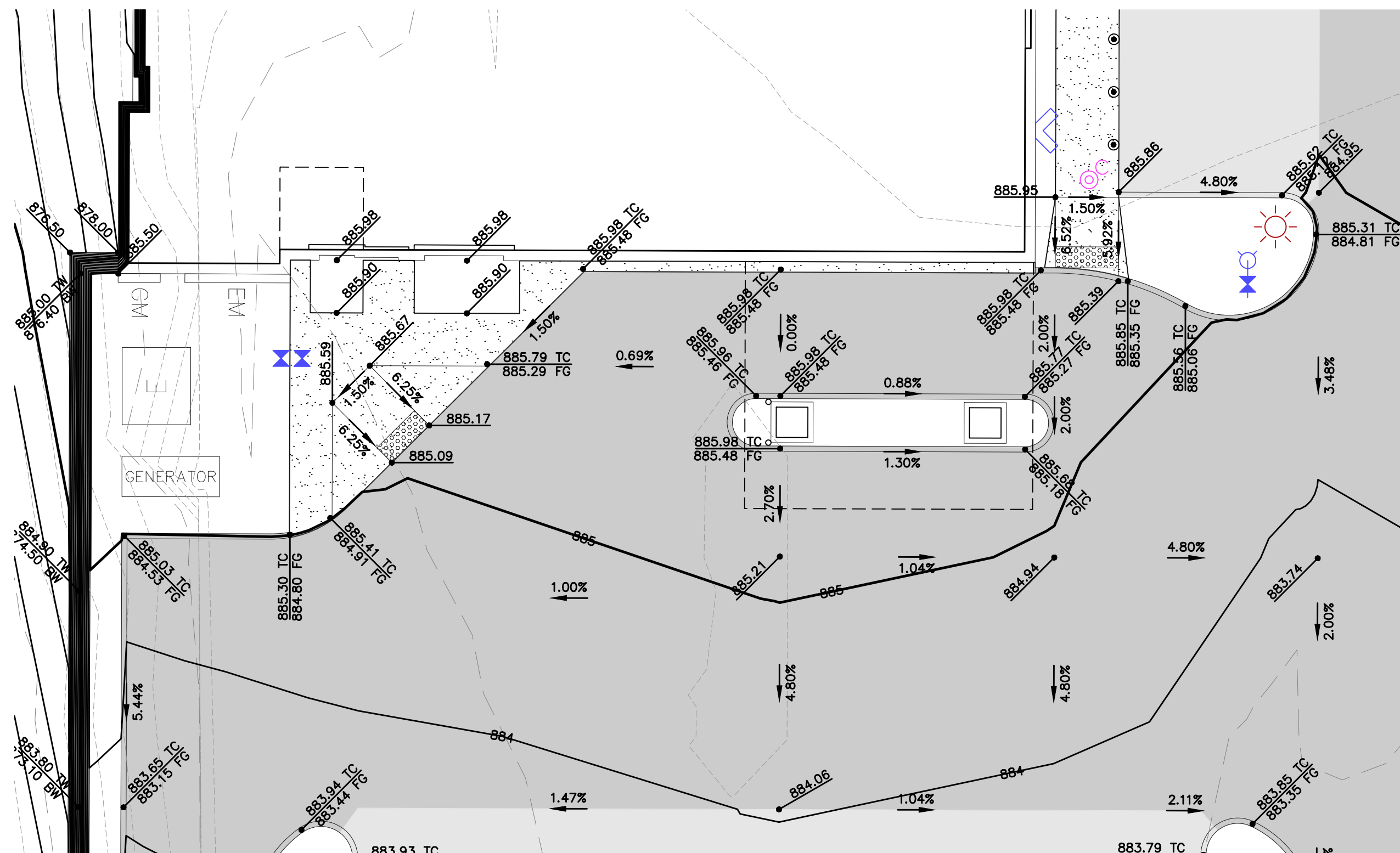


GRADING NOTES

SOIL QUALITY RESTORATION/TOPSOIL RESPREAD

SPOT ELEVATION REFERENCE NOTES

DETENTION BASIN 1 STAGE-STORAGE

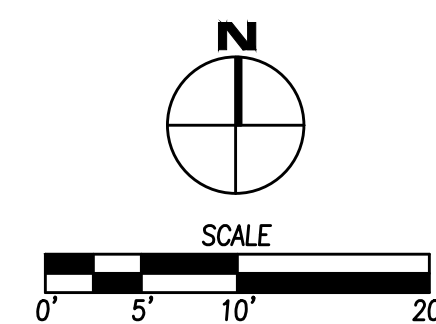


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COMMENT:

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COMMENT:

[illegible]

4121 NW URBANDALE DRIVE
URBANDALE, IA 50322
PHONE: (515) 369-4400

R: DRAFTED



CLIVE IOWA

FORTRESS BANK
GRADING ENLARGEMENTS

11140 HICKMAN ROAD

DATE:
10/29/2025

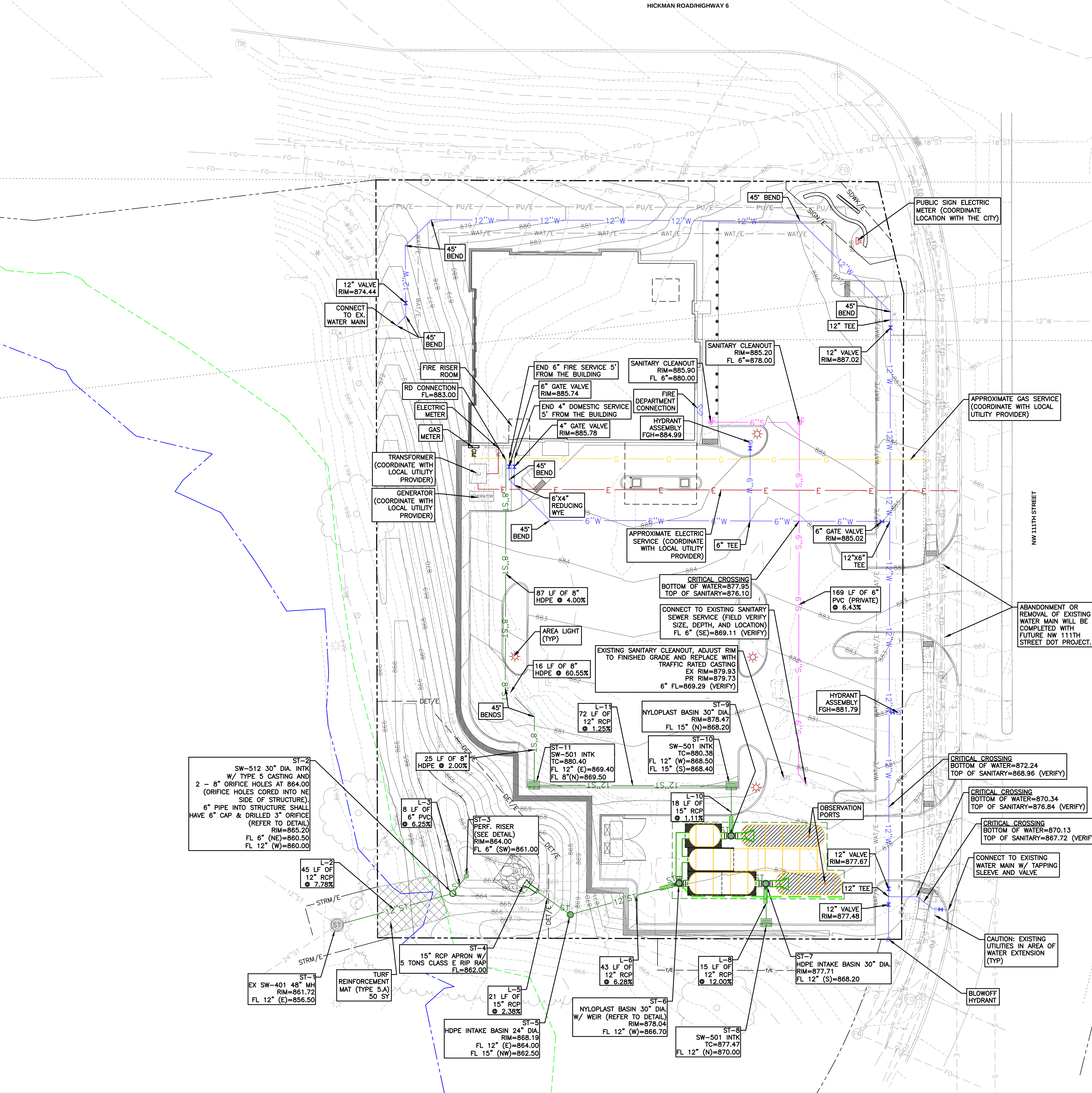
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C3.2
2507.591



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FILE DATE: 10/29/2025
PLOTTED BY: KAYLEE MATHISON

COMMENTS:
TECH
ENG

HICKMAN ROAD/HIGHWAY 6



UTILITY NOTES

1. REFER TO MECHANICAL, ELECTRICAL AND PLUMBING PLANS FOR UTILITY SERVICE SIZES AND EXACT LOCATIONS. REFER TO ELECTRICAL PLANS FOR ELECTRIC AND TELEPHONE SERVICE CONSTRUCTION DETAILS. REFER TO MECHANICAL PLANS FOR GAS SERVICE CONSTRUCTION DETAILS.
2. FIELD VERIFY ELEVATIONS AND LOCATIONS OF ALL CONNECTIONS TO EXISTING UTILITIES PRIOR TO COMMENCING CONSTRUCTION.
3. PROVIDE TEMPORARY SUPPORT FOR EXISTING UTILITY LINES THAT ARE ENCOUNTERED DURING CONSTRUCTION UNTIL BACKFILLING IS COMPLETE. BACKFILL ALL UTILITY TRENCHES ACCORDING TO THE MOST RECENT EDITION OF THE SUDAS STANDARD SPECIFICATIONS AND ALL CITY SUPPLEMENTALS. MAINTAIN A MINIMUM OF 5.5' COVER OVER ALL WATERMAINS.
4. ALL UTILITIES SHALL BE STUBBED TO 5 FEET FROM BUILDINGS. REFER TO MEP PLANS FOR DESIGN FROM 5' OUTSIDE OF BUILDING FACE.
5. ADJUST ALL MANHOLES AND INTAKES TO FINISHED GRADES.
6. ALL SANITARY SEWER AND WATER SERVICES SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE CITY'S PLUMBING CODE.
7. 18" MINIMUM VERTICAL CLEARANCE BETWEEN STORM SEWER AND SANITARY SEWER PIPES. 18" MINIMUM VERTICAL CLEARANCE BETWEEN SANITARY SEWER AND WATER MAIN.
8. MAINTAIN A MINIMUM OF 10' HORIZONTAL SEPARATION BETWEEN SANITARY SEWER LINES AND WATER MAINS.
9. WHERE PUBLIC UTILITY FIXTURES ARE SHOWN AS EXISTING ON THE PLANS OR ENCOUNTERED WITHIN THE CONSTRUCTION AREA, IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO NOTIFY THE OWNERS OF THOSE UTILITIES PRIOR TO THE BEGINNING OF ANY CONSTRUCTION. THE CONTRACTOR SHALL AFFORD ACCESS TO THESE FACILITIES FOR NECESSARY MODIFICATION OF SERVICES. UNDERGROUND FACILITIES, STRUCTURES AND UTILITIES HAVE BEEN PLOTTED FROM AVAILABLE SURVEYS AND RECORDS, AND THEREFORE, THEIR LOCATIONS MUST BE CONSIDERED APPROXIMATE ONLY. IT IS POSSIBLE THERE MAY BE OTHERS. THE EXISTENCE OF WHICH IS PRESENTLY NOT KNOWN OR SHOWN. IT IS THE CONTRACTOR'S RESPONSIBILITY TO DETERMINE THEIR EXISTENCE AND EXACT LOCATIONS AND TO AVOID DAMAGE TO THEM. NO CLAIMS FOR ADDITIONAL COMPENSATION WILL BE ALLOWED TO THE CONTRACTOR FOR ANY INTERFERENCE OR DELAY CAUSED BY SUCH WORK. THE CONTRACTOR SHALL BE REQUIRED TO UTILIZE THE UTILITY ONE-CALL SERVICE AT 800-292-8989 AT LEAST 48 HOURS PRIOR TO EXCAVATING ANYWHERE ON THE PROJECT.
10. ALL WATERMAIN WORK, PUBLIC OR PRIVATE SHALL BE DONE IN ACCORDANCE WITH THE MOST RECENT EDITION OF THE SUDAS STANDARD SPECIFICATIONS AND ALL CITY SUPPLEMENTALS.
11. THE GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATION OF WORK OF ALL SUBCONTRACTOR(S) INVOLVED IN THE PROJECT.
12. PRIVATE UTILITIES TO BE INSTALLED PER THE CITY'S STANDARD CONSTRUCTION SPECIFICATIONS FOR PUBLIC IMPROVEMENTS AND THE 2012 UNIFORM PLUMBING CODE. CONTACT BUILDING INSPECTION A MINIMUM OF 24 HOURS IN ADVANCE FOR UTILITY INSTALLATION INSPECTIONS.
13. OWNER IS RESPONSIBLE FOR MAINTENANCE OF PRIVATE RETENTION FACILITIES AND PRIVATE UTILITIES.
14. CONTRACTOR SHALL PREVENT ENTRY OF MUD, DIRT, DEBRIS AND OTHER MATERIAL INTO NEW AND EXISTING SEWER SYSTEMS. SHOULD ANY CONTAMINATION OCCUR DURING CONSTRUCTION, THE CONTRACTOR SHALL CLEAN AT NO COST TO THE OWNER. INSTALL SILT FENCE AT ALL PERMANENT STORM SEWER INLETS.

CITY OF CLIVE SANITARY SEWER NOTES

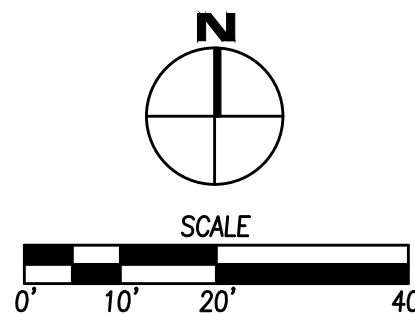
1. ALL SANITARY SEWER SHALL BE PVC TRUSS PIPE WITH CLASS F3 BEDDING UNLESS OTHERWISE NOTED ON PLANS.
2. THE CONTRACTOR SHALL INSTALL SEWER TAPE AT THE END OF EACH SANITARY SEWER SERVICE.
3. ALL INVERTS LOCATED AT AN ELEVATION ABOVE THE CENTERLINE OF THE EXISTING THROUGH PIPE AND LESS THAN 2.0 FEET ABOVE THE MANHOLE FLOOR SHALL HAVE A POURED-IN-PLACE SLOPED INVERT.
4. ALL MANHOLES WITHIN PAVEMENT SHALL HAVE TYPE B ADJUSTABLE CASTINGS AND INTERNAL CHIMNEY SEALS. ALL MANHOLES NOT WITHIN PAVEMENT SHALL HAVE TYPE A NONADJUSTABLE CASTINGS AND EXTERNAL CHIMNEY SEALS.
5. ALL 4-INCH AND 6-INCH SANITARY SEWER SERVICES SHALL BE SDR 35 IN ACCORDANCE WITH SUDAS AND SHALL BE EXTENDED 10 FEET INSIDE LOT LINES UNLESS OTHERWISE NOTED ON PLANS.
6. MANHOLE STEPS ARE REQUIRED IN ALL SANITARY SEWER MANHOLES. MANHOLE COVERS SHALL HAVE RAISED DIAMOND ROUGHNESS PATTERNS.
7. THE CONTRACTOR SHALL TELEVIEW EVERY SANITARY SEWER LINE AND PROVIDE A COPY OF THE DIGITAL REPORT INCLUDING A VIDEO RECORDING UTILIZING A PACAP COMPLIANT FORMAT TO THE PUBLIC WORKS DIRECTOR USING A 500 GALLON TANK AND GARDEN HOSE. THE CONTRACTOR SHALL GRAVITY FLOW WATER DOWN THE PIPE DURING TELEVIEWING SO DIPS AND SAGS CAN BE IDENTIFIED. THE CITY SHALL NOTIFY THE CONTRACTOR OF ANY NECESSARY CLEANING AND/OR REPAIRS. THE CONTRACTOR SHALL JET CLEAN AND VACUUM ANY SECTION OF PIPE FROM MANHOLE TO MANHOLE WITH MUD OR DEBRIS GREATER THAN 1 FOOT DEEP ALONG WITH ANY DOWNSTREAM SECTIONS AS REQUIRED DUE TO CONSTRUCTION. THESE SEGMENTS SHALL THEN BE RE-TELEVIEWED TO DEMONSTRATE PIPES ARE CLEAN. REQUIRED TELEVIEWING SHALL BE AT THE CONTRACTOR'S EXPENSE.
8. SPECIAL SANITARY SEWER CONNECTIONS SHALL BE MADE WITH 441 STYLE WATER MAIN CLAMP.
9. PROVIDE SHOP DRAWINGS FOR MANHOLE STRUCTURES FOR APPROVAL BY CITY PRIOR TO ORDERING OR INSTALLING MANHOLES.

CITY OF CLIVE WATER MAIN NOTES

1. PIPE MATERIALS SHALL BE AWWA C900 CLASS 150 PVC.
2. INSTALL TRACER WIRE, #12 AWG COPPER CONDUCTOR WITH LINEAR LOW-DENSITY POLYETHYLENE INSULATION MATERIAL, UNDER PIPE AND BRING TRACER WIRE TO SURFACE AT HYDRANT WITH A TRIVIEW TRACER WIRE STATION.
3. CONNECT NEW TRACER TO EXISTING USING APPROVED SPLICE KIT AND PROVIDE A GROUND ROD AT END OF TRACER WIRE FOR LOCATION AND EXTENSION IN FUTURE. THE CITY WILL TEST THE TRACER WIRE PRIOR TO ACCEPTANCE. ANY NECESSARY REPAIRS SHALL BE AT THE CONTRACTOR'S EXPENSE.
4. HYDRANTS SHALL BE SET 3.5 FEET FROM THE WATER MAIN.
5. HYDRANTS, VALVE BOXES AND COVERS SHALL BE SET TO CONFORM TO FINISHED PAVEMENT ELEVATIONS.
6. HYDRANTS SHALL BE WATROUS PRODUCTS, OPEN LEFT.
7. SERVICES SHALL BE 1-INCH COPPER.
8. STOP BOXES FOR 1-THROUGH 2-WATER SERVICE LINES SHALL INCLUDE A STAINLESS STEEL SELF-CENTERING ROD WITH STAINLESS STEEL COTTER PIN WITHIN THE STOP BOX HOUSING WITH A 1.25" EXTENDABLE UPPER SECTION AND LID WITH A 1.25" EXTENDABLE UPPER SECTION. ALL STOP BOX INSTALLATIONS SHALL BE COMPLETED IN SUCH A MANNER THAT THE LID IS ALLOWED TO RISE WITH THE FROST AND LOWER IF DRIVEN OVER WITHOUT DAMAGE TO CURB VALVE. FINISH GRADE OF THE LID SHALL BE LEVEL WITH THE SURROUNDING SURFACE SO AS NOT TO PRESENT A HAZARD TO THE PUBLIC.
9. WATER MAIN TO HAVE 5.5 FEET BURY, TYPICAL EXCEPT AT CRITICAL CROSSINGS.
10. ALL HYDRANTS SHALL BE PAINTED YELLOW IN ACCORDANCE WITH CITY OF CLIVE STANDARDS.
11. ALL VALVES SHALL HAVE A VALVE BOX ADAPTER INSTALLED TO MAINTAIN ALIGNMENT.
12. THE CONTRACTOR SHALL REMOVE CHAINS ON ALL HYDRANTS.
13. THE CONTRACTOR SHALL CONTACT THE CITY OF CLIVE WATER DEPARTMENT FOR THE OPERATION OF EXISTING VALVES. WATER VALVES SHALL NOT BE OPERATED BY ANY ENTITY OTHER THAN THE CITY OF CLIVE WATER DEPARTMENT.
14. THE CONTRACTOR SHALL NOT USE WATER UNLESS IT IS PART OF THE PURIFICATION PROCESS OF THE NEW MAIN. WATER NEEDED FOR ANY REASON AFTER BACTERIA TESTING HAS BEEN COMPLETED AND PASSED WILL REQUIRE PRIOR APPROVAL FROM THE CITY OF CLIVE.
15. THE CONTRACTOR SHALL INSTALL TEST PORTS AT LOCATIONS AS DIRECTED BY CITY STAFF DURING CONSTRUCTION TO AID IN DISINFECTION AND TESTING OF THE NEW SYSTEM.

CITY OF CLIVE STORM SEWER NOTES

1. THE CONTRACTOR SHALL TELEVIEW EVERY STORM SEWER LINE AND PROVIDE A COPY OF THE DIGITAL REPORT INCLUDING A VIDEO RECORDING UTILIZING A PACAP COMPLIANT FORMAT TO THE PUBLIC WORKS DIRECTOR.
2. ALL INTAKE CASTINGS SHALL HAVE PHASE 2 ENVIRONMENTAL SYMBOLOGY OR TEXT.
3. ADDITIONAL RIPRAP MAY BE REQUIRED AT THE FES BASED UPON FIELD REVIEW BY CITY OF CLIVE.
4. PROVIDE SUBDRAIN BEHIND BACK OF CURB ON PUBLIC STREETS AS REQUIRED BASED ON SUBSURFACE MOISTURE CONDITIONS. CONNECT SUBDRAIN TO STORM SEWER INTAKE USING RCP PIPE BENEATH PAVEMENT.
5. ALL INTAKES SHALL HAVE VANE GRATES.
6. 8-INCH FOOTING DRAINS TO BE PVC, SDR 35.
7. FOOTING DRAIN SERVICES TO BE 4-INCH PVC, SDR 35. EXTEND SERVICES 10' INSIDE LOT UNLESS OTHERWISE NOTED.
8. ALL INTAKES SHALL BE LOCATED A MINIMUM OF 7.5 FEET FROM END OF RETURNS.
9. ALL INTAKES SHALL BE LOCATED A MINIMUM OF 1 FOOT FROM DRIVEWAY FLARES.
10. THE CONTRACTOR SHALL PROVIDE A MINIMUM OF 3'-6" COVER ON ALL STORM SEWER, INCLUDING SUMP SERVICES.
11. ALL INTAKES SHALL BE POURED-IN-PLACE CONCRETE STRUCTURES.



DATE

10/29/2025

REVISIONS

4121 NW URBANDALE DRIVE
URBANDALE, IA 50322
PHONE: (515) 369-4400

DRAFTED:

ENGINEER:

CIVIL DESIGN ADVANTAGE

CLIVE, IOWA

11140 HICKMAN ROAD

DATE

10/29/2025

SHEET NUMBER

C5.1
2507.591

FILE: J:\CADD\STATION\CHAMBERS\CHAMBERS.DWG
DATE: 10/29/2025
PLOT DATE: 10/29/2025
PLOT BY: KYLEE MARTINSON

COMMENTS:
TECH: ENG

PROJECT INFORMATION	
ENGINEERED PRODUCT MANAGER	
ADS SALES REP	
PROJECT NO.	



FORTRESS BANK CLIVE, IA, USA

MC-7200 STORMTECH CHAMBER SPECIFICATIONS

- CHAMBERS SHALL BE STORMTECH MC-7200.
- CHAMBERS SHALL BE ARCH-SHAPED AND SHALL BE MANUFACTURED FROM VIRGIN, IMPACT-MODIFIED POLYPROPYLENE COPOLYMERS.
- CHAMBERS SHALL MEET THE REQUIREMENTS OF ASTM F2418, "STANDARD SPECIFICATION FOR POLYPROPYLENE (PP) CORRUGATED WALL STORMWATER COLLECTION CHAMBERS" CHAMBER CLASSIFICATION 60x101.
- CHAMBER ROWS SHALL PROVIDE CONTINUOUS, UNOBSTRUCTED INTERNAL SPACE WITH NO INTERNAL SUPPORTS THAT WOULD IMPEDE FLOW OR LIMIT ACCESS FOR INSPECTION.
- THE STRUCTURAL DESIGN OF THE CHAMBERS, THE STRUCTURAL BACKFILL, AND THE INSTALLATION REQUIREMENTS SHALL ENSURE THAT THE LOAD FACTORS SPECIFIED IN THE AASHTO LRFD BRIDGE DESIGN SPECIFICATIONS, SECTION 12.12, ARE MET FOR: 1) LONG-DURATION DEAD LOADS AND 2) SHORT-DURATION LIVE LOADS, BASED ON THE AASHTO DESIGN TRUCK WITH CONSIDERATION FOR IMPACT AND MULTIPLE VEHICLE PRESENCES.
- CHAMBERS SHALL BE DESIGNED, TESTED AND ALLOWABLE LOAD CONFIGURATIONS DETERMINED IN ACCORDANCE WITH ASTM F2787, "STANDARD PRACTICE FOR STRUCTURAL DESIGN OF THERMOPLASTIC CORRUGATED WALL STORMWATER COLLECTION CHAMBERS". LOAD CONFIGURATIONS SHALL INCLUDE: 1) INSTANTANEOUS (<1 MIN) AASHTO DESIGN TRUCK LIVE LOAD ON MINIMUM COVER 2) MAXIMUM PERMANENT (75-YR) COVER LOAD AND 3) ALLOWABLE COVER WITH PARKED (1-WEEK) AASHTO DESIGN TRUCK.
- REQUIREMENTS FOR HANDLING AND INSTALLATION:
 - TO MAINTAIN THE WIDTH OF CHAMBERS DURING SHIPPING AND HANDLING, CHAMBERS SHALL HAVE INTEGRAL, INTERLOCKING STACKING LUGS.
 - TO ENSURE A SECURE JOINT DURING INSTALLATION AND BACKFILL, THE HEIGHT OF THE CHAMBER JOINT SHALL NOT BE LESS THAN 3".
 - TO ENSURE THE INTEGRITY OF THE ARCH SHAPE DURING INSTALLATION, a) THE ARCH STIFFNESS CONSTANT SHALL BE GREATER THAN OR EQUAL TO 500 LBS/FT²/IN. THE ASC IS DEFINED IN SECTION 6.2.8 OF ASTM F2418. AND b) TO RESIST CHAMBER DEFORMATION DURING INSTALLATION AT ELEVATED TEMPERATURES (ABOVE 73° F / 23° C), CHAMBERS SHALL BE PRODUCED FROM REFLECTIVE GOLD OR YELLOW COLORS.
- ONLY CHAMBERS THAT ARE APPROVED BY THE SITE DESIGN ENGINEER WILL BE ALLOWED. UPON REQUEST BY THE SITE DESIGN ENGINEER OR OWNER, THE CHAMBER MANUFACTURER SHALL SUBMIT A STRUCTURAL EVALUATION FOR APPROVAL BEFORE DELIVERING CHAMBERS TO THE PROJECT SITE AS FOLLOWS:
 - THE STRUCTURAL EVALUATION SHALL DEMONSTRATE THAT THE SAFETY FACTORS ARE GREATER THAN OR EQUAL TO 1.95 FOR DEAD LOAD AND 1.75 FOR LIVE LOAD, THE MINIMUM REQUIRED BY ASTM F2787 AND BY SECTIONS 3 AND 12.12 OF THE AASHTO LRFD BRIDGE DESIGN SPECIFICATIONS FOR THERMOPLASTIC CORRUGATED PIPE.
 - THE TEST DERIVED CREEP MODULUS AS SPECIFIED IN ASTM F2418 SHALL BE USED FOR PERMANENT DEAD LOAD DESIGN EXCEPT THAT IT SHALL BE THE 75-YEAR MODULUS USED FOR DESIGN.
- CHAMBERS AND END CAPS SHALL BE PRODUCED AT AN ISO 9001 CERTIFIED MANUFACTURING FACILITY.
- MANHOLE SIZE TO BE DETERMINED BY SITE DESIGN ENGINEER. SEE TECH NOTE #6.32 FOR MANHOLE SIZING GUIDANCE. DUE TO THE ADAPTATION OF THIS CHAMBER SYSTEM TO SPECIFIC SITE AND DESIGN CONSTRAINTS, IT MAY BE NECESSARY TO CUT AND COUPLE ADDITIONAL PIPE TO STANDARD MANHOLE COMPONENTS IN THE FIELD.
- ADS DOES NOT DESIGN OR PROVIDE MEMBRANE LINER SYSTEMS. TO MINIMIZE THE LEAKAGE POTENTIAL OF LINER SYSTEMS, THE MEMBRANE LINER SYSTEM SHOULD BE DESIGNED BY A KNOWLEDGEABLE GEOTEXTILE PROFESSIONAL AND INSTALLED BY A QUALIFIED CONTRACTOR.

IMPORTANT - NOTES FOR THE BIDDING AND INSTALLATION OF MC-7200 CHAMBER SYSTEM

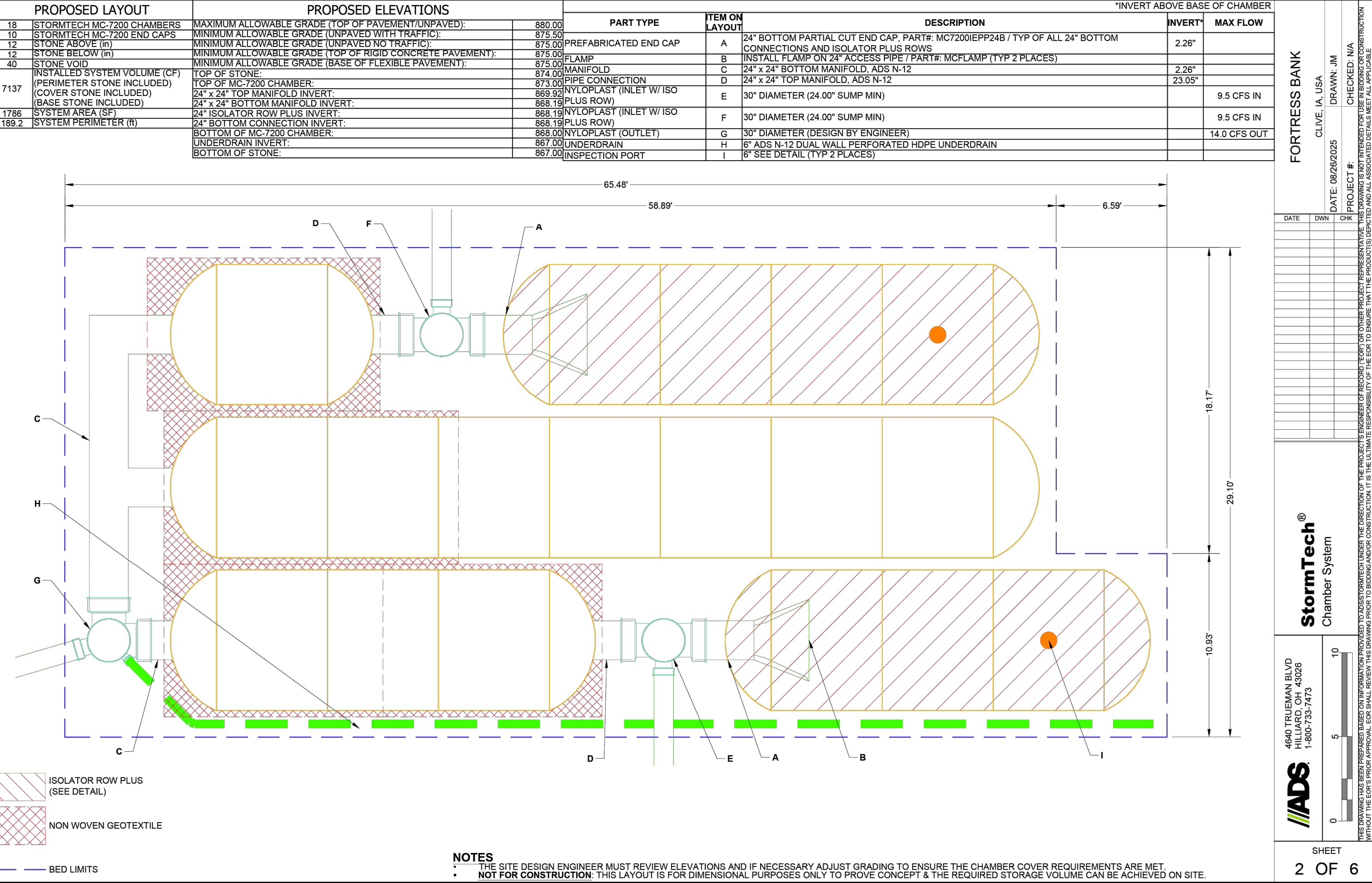
- STORMTECH MC-7200 CHAMBERS SHALL NOT BE INSTALLED UNTIL THE MANUFACTURER'S REPRESENTATIVE HAS COMPLETED A PRE-CONSTRUCTION MEETING WITH THE INSTALLERS.
- STORMTECH MC-7200 CHAMBERS SHALL BE INSTALLED IN ACCORDANCE WITH THE "STORMTECH MC-7200 CONSTRUCTION GUIDE".
- CHAMBERS ARE NOT TO BE BACKFILLED WITH A DOZER OR EXCAVATOR SITUATED OVER THE CHAMBERS. STORMTECH RECOMMENDS 3 BACKFILL METHODS:
 - STONE/SHOOTER LOCATED OFF THE CHAMBER BED.
 - BACKFILL AS ROWS ARE BUILT USING AN EXCAVATOR ON THE FOUNDATION STONE OR SUBGRADE.
 - BACKFILL FROM OUTSIDE THE EXCAVATION USING A LONG BOOM HOE OR EXCAVATOR.
- THE FOUNDATION STONE SHALL BE LEVELED AND COMPACTED PRIOR TO PLACING CHAMBERS.
- JOINTS BETWEEN CHAMBERS SHALL BE PROPERLY SEATED PRIOR TO PLACING STONE.
- MAINTAIN MINIMUM .9" (230 mm) SPACING BETWEEN THE CHAMBER ROWS.
- INLET AND OUTLET MANIFOLDS MUST BE INSERTED A MINIMUM OF 12" (300 mm) INTO CHAMBER END CAPS.
- EMBEDMENT STONE SURROUNDING CHAMBERS MUST BE A CLEAN, CRUSHED, ANGULAR STONE OR RECYCLED CONCRETE; AASHTO M#3, 357, 4, 467, 5, 56, OR 57.
- STONE SHALL BE BROUGHT UP EVENLY AROUND CHAMBERS SO AS NOT TO DISTORT THE CHAMBER SHAPE. STONE DEPTHS SHOULD NEVER DIFFER BY MORE THAN 12" (300 mm) BETWEEN ADJACENT CHAMBER ROWS.
- STONE MUST BE PLACED ON THE TOP CENTER OF THE CHAMBER TO ANCHOR THE CHAMBERS IN PLACE AND PRESERVE ROW SPACING.
- THE CONTRACTOR MUST REPORT ANY DISCREPANCIES WITH CHAMBER FOUNDATION MATERIAL BEARING CAPACITIES TO THE SITE DESIGN ENGINEER.
- ADS RECOMMENDS THE USE OF "FLEXSTORM CATCH IT" INSERTS DURING CONSTRUCTION FOR ALL INLETS TO PROTECT THE SUBSURFACE STORMWATER MANAGEMENT SYSTEM FROM CONSTRUCTION SITE RUNOFF.

NOTES FOR CONSTRUCTION EQUIPMENT

- STORMTECH MC-7200 CHAMBERS SHALL BE INSTALLED IN ACCORDANCE WITH THE "STORMTECH MC-7200 CONSTRUCTION GUIDE".
- THE USE OF EQUIPMENT OVER MC-7200 CHAMBERS IS LIMITED:
 - NO EQUIPMENT IS ALLOWED ON BARE CHAMBERS.
 - NO RUBBER TIED LOADER, DUMP TRUCK, OR EXCAVATORS ARE ALLOWED UNTIL PROPER FILL DEPTHS ARE REACHED IN ACCORDANCE WITH THE "STORMTECH MC-3500/MC-7200 CONSTRUCTION GUIDE".
 - WEIGHT LIMITS FOR CONSTRUCTION EQUIPMENT CAN BE FOUND IN THE "STORMTECH MC-7200 CONSTRUCTION GUIDE".
- FULL 36" (900 mm) OF STABILIZED COVER MATERIALS OVER THE CHAMBERS IS REQUIRED FOR DUMP TRUCK TRAVEL OR DUMPING.

USE OF A DOZER TO PUSH EMBEDMENT STONE BETWEEN THE ROWS OF CHAMBERS MAY CAUSE DAMAGE TO CHAMBERS AND IS NOT AN ACCEPTABLE BACKFILL METHOD. ANY CHAMBERS DAMAGED BY USING THE "DUMP AND PUSH" METHOD ARE NOT COVERED UNDER THE STORMTECH STANDARD WARRANTY.

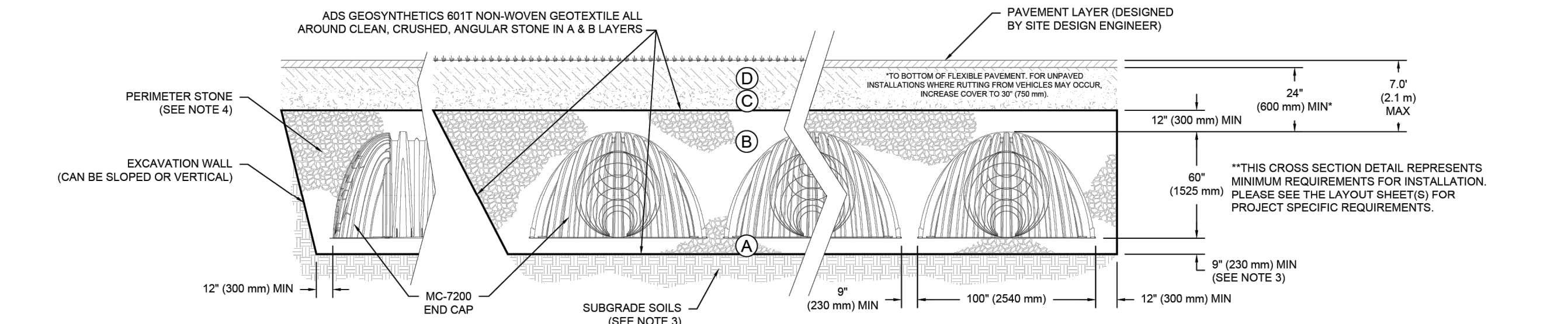
CONTACT STORMTECH AT 1-800-821-6710 WITH ANY QUESTIONS ON INSTALLATION REQUIREMENTS OR WEIGHT LIMITS FOR CONSTRUCTION EQUIPMENT.



ACCEPTABLE FILL MATERIALS: STORMTECH MC-7200 CHAMBER SYSTEMS

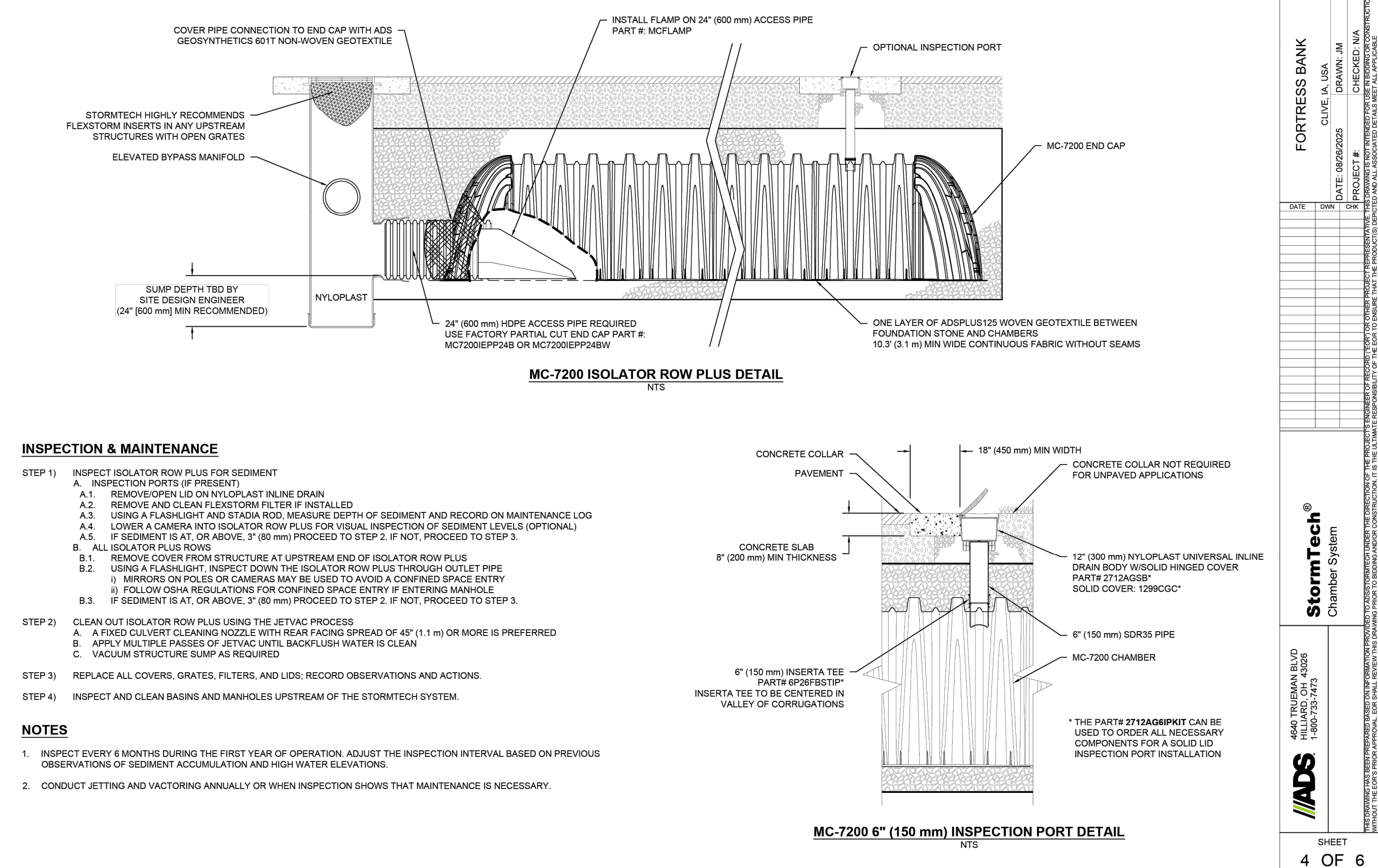
MATERIAL LOCATION	DESCRIPTION	AASHTO MATERIAL CLASSIFICATIONS	COMPACTION / DENSITY REQUIREMENT
D	FINAL FILL: FILL MATERIAL FOR LAYER 'D' STARTS FROM THE TOP OF THE 'C' LAYER TO THE BOTTOM OF FLEXIBLE PAVEMENT OR UNPAVED FINISHED GRADE ABOVE. NOTE THAT PAVEMENT SUBBASE MAY BE PART OF THE 'D' LAYER	ANY SOIL/ROCK MATERIALS, NATIVE SOILS, OR PER ENGINEER'S PLANS. CHECK PLANS FOR PAVEMENT SUBGRADE REQUIREMENTS.	N/A
C	INITIAL FILL: FILL MATERIAL FOR LAYER 'C' STARTS FROM THE TOP OF THE EMBEDMENT STONE ('B' LAYER) TO 24" (600 mm) ABOVE THE TOP OF THE CHAMBER. NOTE THAT PAVEMENT SUBBASE MAY BE A PART OF THE 'C' LAYER.	GRANULAR WELL-GRADED SOIL/AGGREGATE MIXTURES, <35% FINES OR PROCESSED AGGREGATE. MOST PAVEMENT SUBBASE MATERIALS CAN BE USED IN LIEU OF THIS LAYER.	AASHTO M145 ¹ A-1, A-2.4, A-3 OR AASHTO M43 ² 3, 357, 4, 467, 5, 56, 57, 6, 67, 68, 7, 78, 8, 89, 9, 10
B	EMBEDMENT STONE: FILL SURROUNDING THE CHAMBERS FROM THE FOUNDATION STONE ('A' LAYER) TO THE 'C' LAYER ABOVE.	CLEAN, CRUSHED, ANGULAR STONE OR RECYCLED CONCRETE ³	NO COMPACTION REQUIRED.
A	FOUNDATION STONE: FILL BELOW CHAMBERS FROM THE SUBGRADE UP TO THE FOOT (BOTTOM) OF THE CHAMBER.	CLEAN, CRUSHED, ANGULAR STONE OR RECYCLED CONCRETE ³	PLATE COMPACT OR ROLL TO ACHIEVE A FLAT SURFACE ^{3,3}

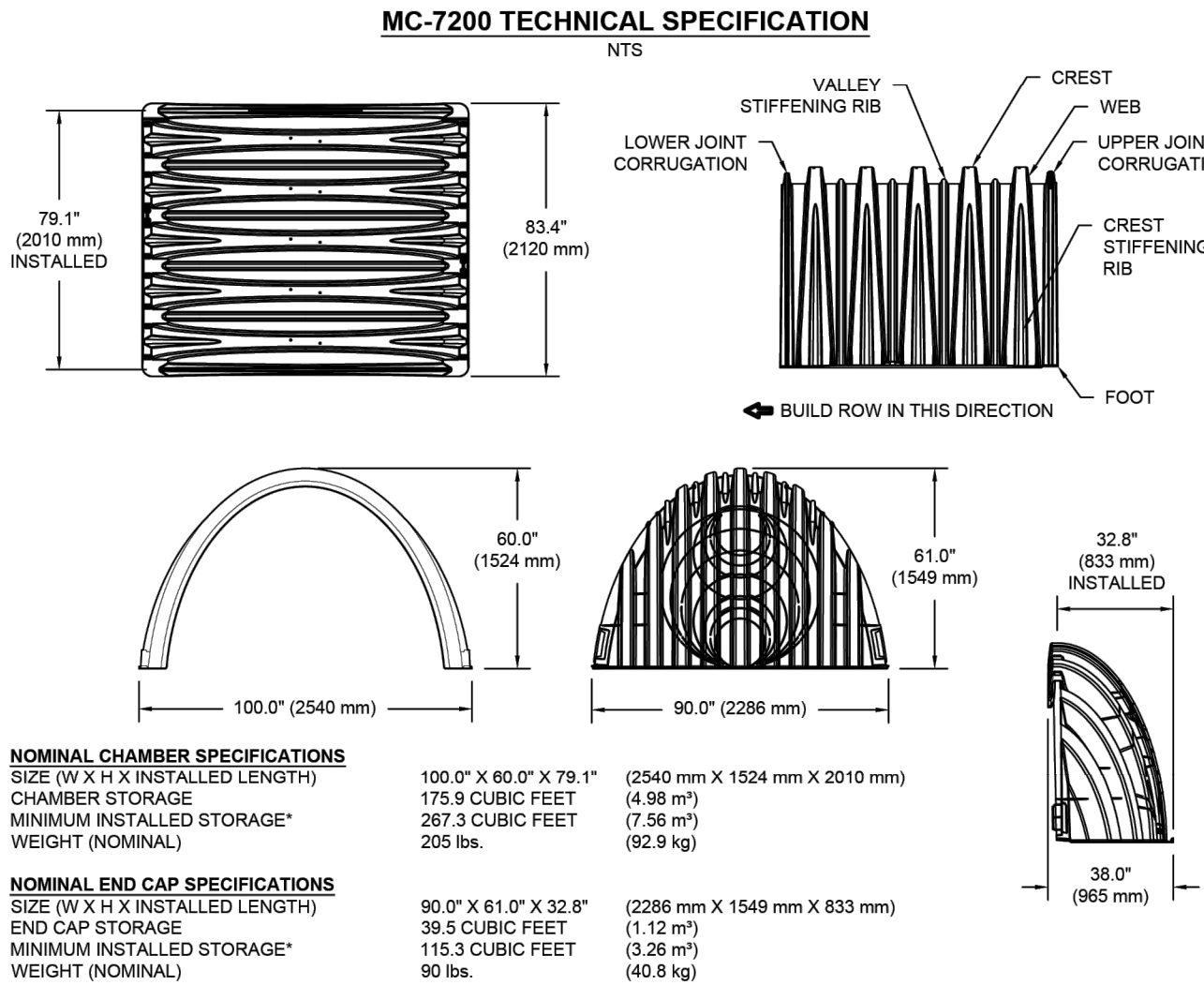
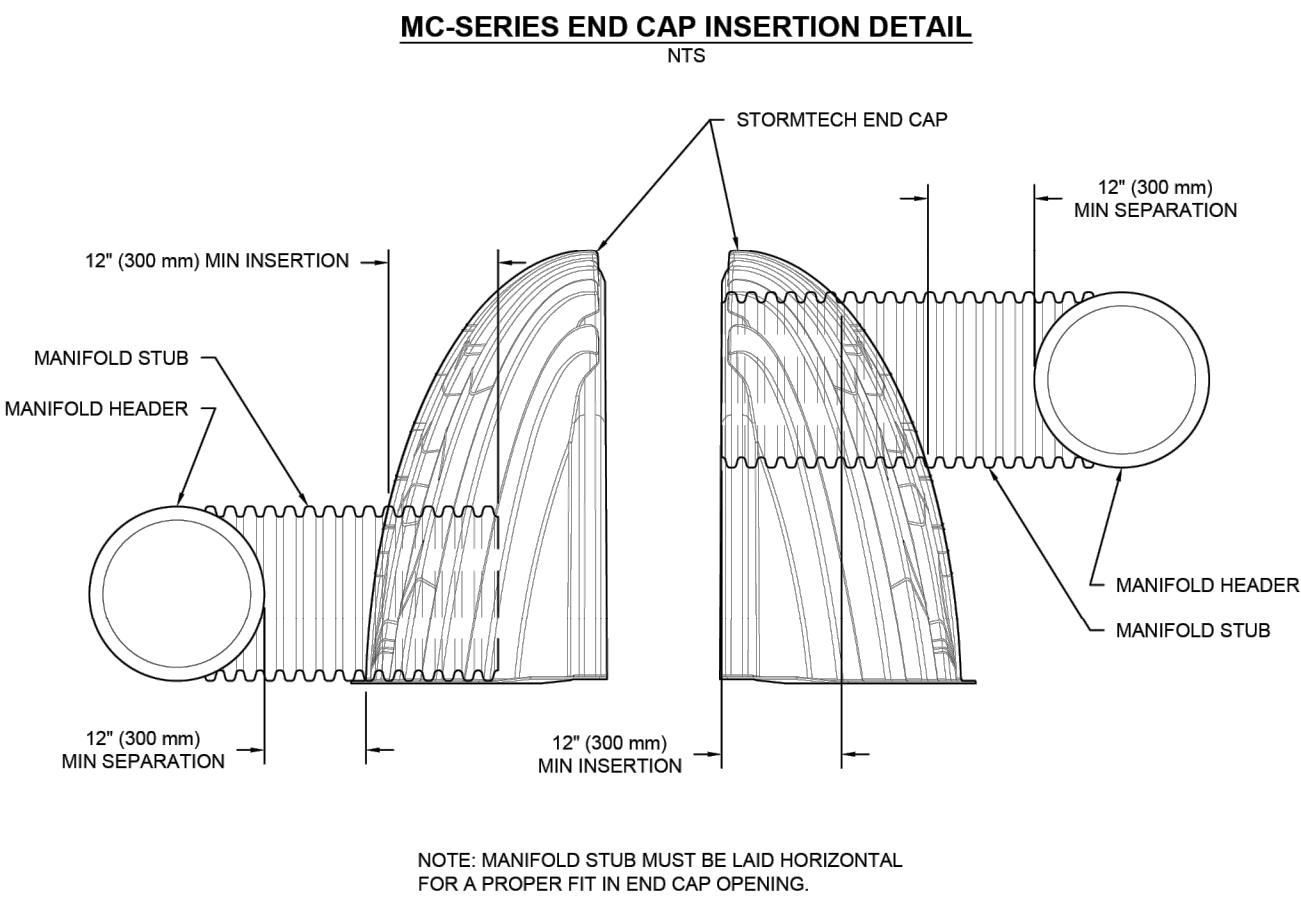
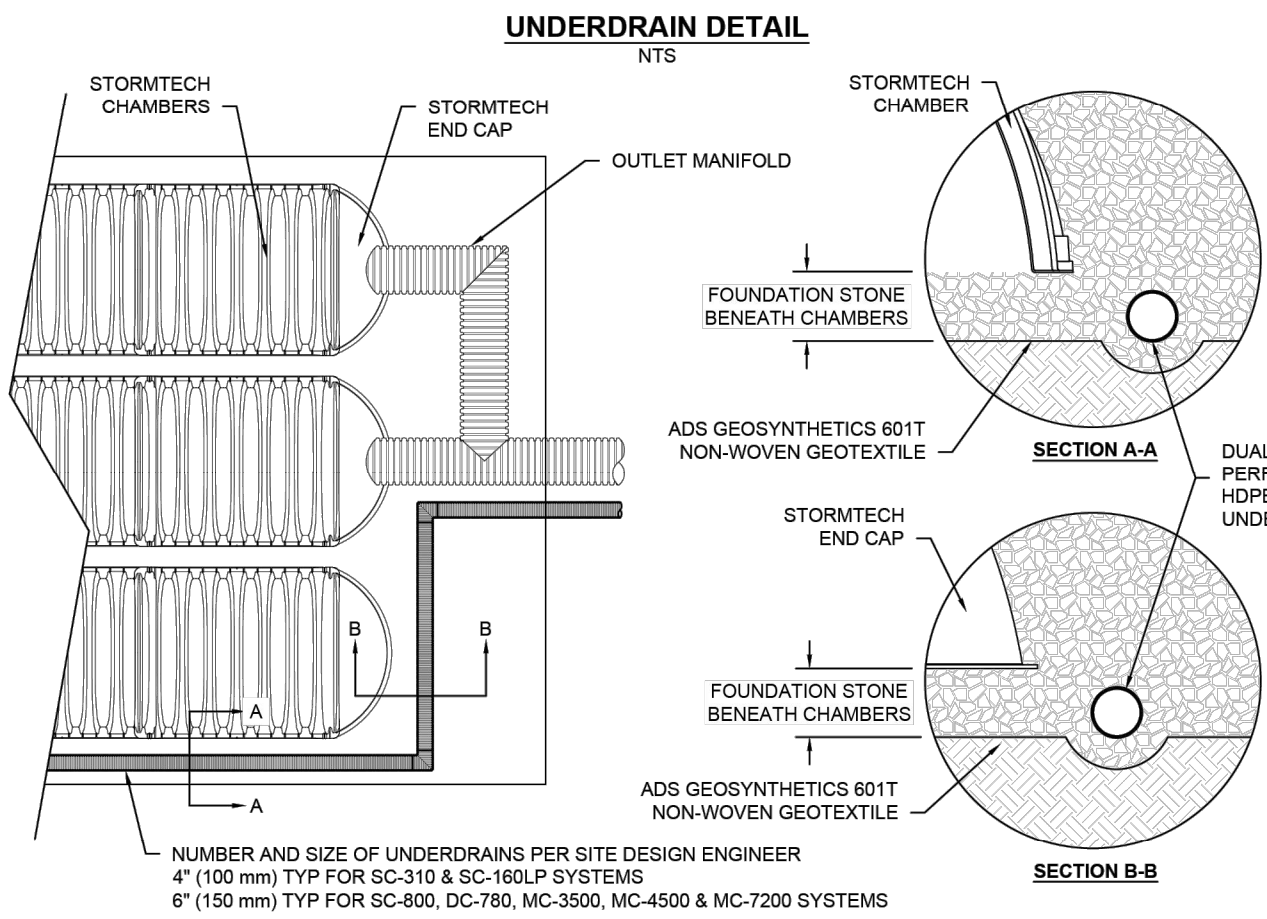
- PLEASE NOTE:
- THE LISTED AASHTO DESIGNATIONS ARE FOR GRADATIONS ONLY. THE STONE MUST ALSO BE CLEAN, CRUSHED, ANGULAR. FOR EXAMPLE, A SPECIFICATION FOR #4 STONE WOULD STATE: "CLEAN, CRUSHED, ANGULAR NO. 4 (AASHTO M43) STONE".
 - STORMTECH COMPACTION REQUIREMENTS ARE MET FOR 'A' LOCATION MATERIALS WHEN PLACED AND COMPACTED IN 9" (230 mm) (MAX) LIFTS USING TWO FULL COVERAGES WITH A VIBRATORY COMPACTOR.
 - WHERE INFILTRATION SURFACES MAY BE COMPROMISED BY COMPACTION, FOR STANDARD DESIGN LOAD CONDITIONS, A FLAT SURFACE MAY BE ACHIEVED BY RAKING OR DRAGGING WITHOUT COMPACTION EQUIPMENT. FOR SPECIAL LOAD DESIGNS, CONTACT STORMTECH FOR COMPACTION REQUIREMENTS.
 - ONCE LAYER 'C' IS PLACED, ANY SOIL MATERIAL CAN BE PLACED IN LAYER 'D' UP TO THE FINISHED GRADE. MOST PAVEMENT SUBBASE SOILS CAN BE USED TO REPLACE THE MATERIAL REQUIREMENTS OF LAYER 'C' OR 'D' AT THE SITE DESIGN ENGINEER'S DISCRETION.
 - WHERE RECYCLED CONCRETE AGGREGATE IS USED IN LAYERS 'A' OR 'B' THE MATERIAL SHOULD ALSO MEET THE ACCEPTABILITY CRITERIA OUTLINED IN TECHNICAL NOTE 6.20 "RECYCLED CONCRETE STRUCTURAL BACKFILL".



NOTES:

- CHAMBERS SHALL MEET THE REQUIREMENTS OF ASTM F2418, "STANDARD SPECIFICATION FOR POLYPROPYLENE (PP) CORRUGATED WALL STORMWATER COLLECTION CHAMBERS" CHAMBER CLASSIFICATION 60x101.
- MC-7200 CHAMBERS SHALL BE DESIGNED IN ACCORDANCE WITH ASTM F2787, "STANDARD PRACTICE FOR STRUCTURAL DESIGN OF THERMOPLASTIC CORRUGATED WALL STORMWATER COLLECTION CHAMBERS".
- THE SITE DESIGN ENGINEER IS RESPONSIBLE FOR ASSESSING THE BEARING RESISTANCE (ALLOWABLE BEARING CAPACITY) OF THE SUBGRADE STONE AND THE DEPTH OF FOUNDATION STONE WITH CONSIDERATION FOR THE RANGE OF EXPECTED SOIL MOISTURE CONDITIONS. REFERENCE STORMTECH DESIGN MANUAL FOR BEARING CAPACITY GUIDANCE.
- PERIMETER STONE MUST BE EXTENDED HORIZONTALLY TO THE EXCAVATION WALL FOR BOTH VERTICAL AND SLOPED EXCAVATION WALLS.
- REQUIREMENTS FOR HANDLING AND INSTALLATION:
 - TO MAINTAIN THE WIDTH OF CHAMBERS DURING SHIPPING AND HANDLING, CHAMBERS SHALL HAVE INTEGRAL, INTERLOCKING STACKING LUGS.
 - TO ENSURE A SECURE JOINT DURING INSTALLATION AND BACKFILL, THE HEIGHT OF THE CHAMBER JOINT SHALL NOT BE LESS THAN 3".
 - TO ENSURE THE INTEGRITY OF THE ARCH SHAPE DURING INSTALLATION, a) THE ARCH STIFFNESS CONSTANT SHALL BE GREATER THAN OR EQUAL TO 500 LBS/FT²/IN. THE ASC IS DEFINED IN SECTION 6.2.8 OF ASTM F2418. AND b) TO RESIST CHAMBER DEFORMATION DURING INSTALLATION AT ELEVATED TEMPERATURES (ABOVE 73° F / 23° C), CHAMBERS SHALL BE PRODUCED FROM REFLECTIVE GOLD OR YELLOW COLORS.





PARTIAL CUT HOLES AT BOTTOM OF END CAP FOR PART NUMBERS ENDING WITH "B"
PARTIAL CUT HOLES AT TOP OF END CAP FOR PART NUMBERS ENDING WITH "T"
END CAPS WITH A PREFABRICATED WELDED STUB END WITH "W"

PART #	STUB	B	C
MC7200IEPP08T	6" (150 mm)	42.54" (1081 mm)	0.86" (22 mm)
MC7200IEPP08B	---	40.50" (1029 mm)	---
MC7200IEPP08T	8" (200 mm)	---	1.01" (26 mm)
MC7200IEPP10T	10" (250 mm)	38.37" (975 mm)	1.33" (34 mm)
MC7200IEPP10B	---	35.69" (907 mm)	---
MC7200IEPP12T	12" (300 mm)	---	1.55" (39 mm)
MC7200IEPP12B	---	32.72" (831 mm)	---
MC7200IEPP15B	15" (375 mm)	---	1.70" (43 mm)
MC7200IEPP18T	18" (450 mm)	29.36" (746 mm)	---
MC7200IEPP18TW	---	---	1.97" (50 mm)
MC7200IEPP18B	---	---	---
MC7200IEPP18BW	---	23.05" (585 mm)	---
MC7200IEPP24T	24" (600 mm)	---	---
MC7200IEPP24TW	---	---	2.26" (57 mm)
MC7200IEPP24BW	---	---	2.95" (75 mm)
MC7200IEPP36BW	36" (900 mm)	---	3.25" (83 mm)
MC7200IEPP36BW	42" (1050 mm)	---	3.55" (90 mm)

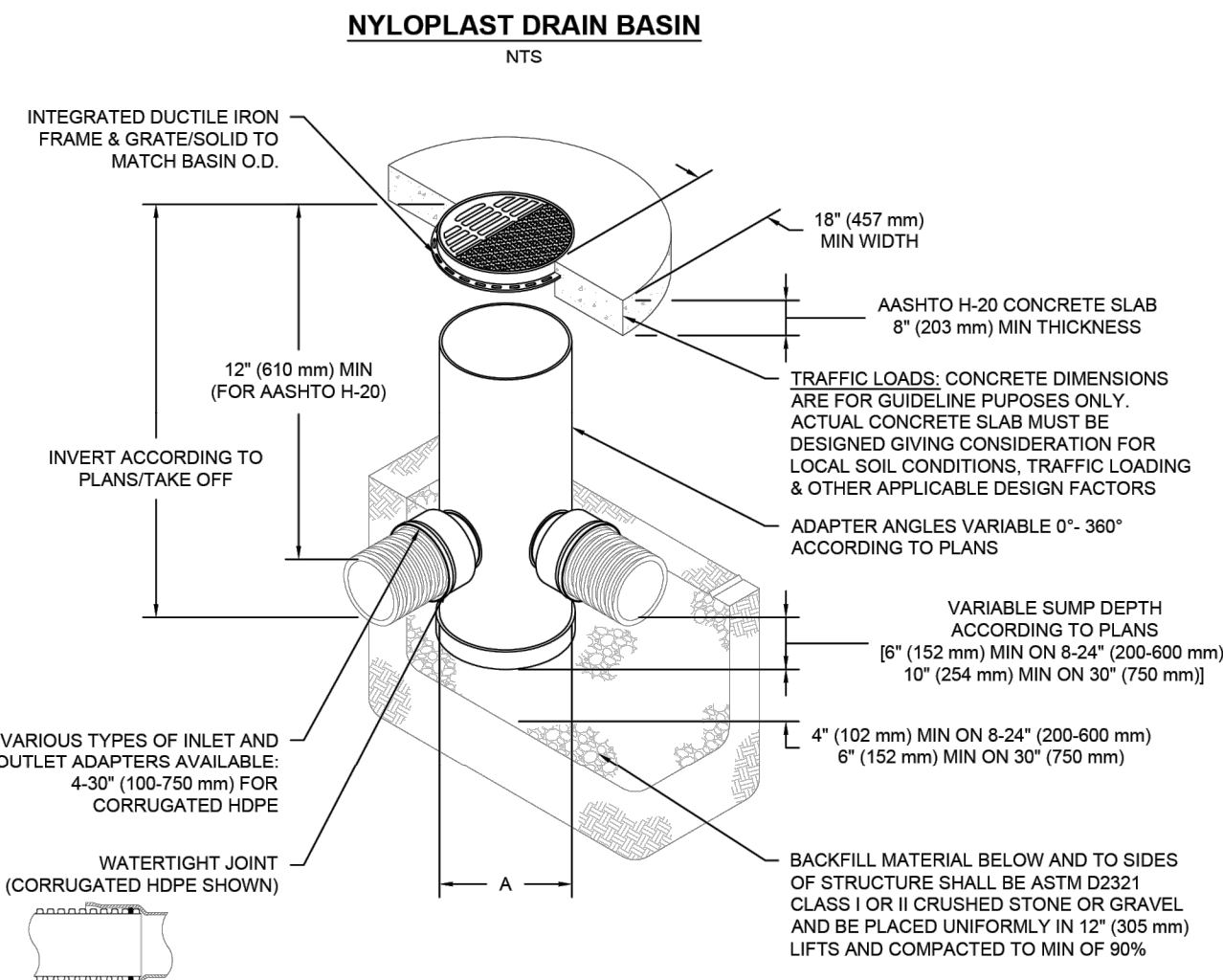
CUSTOM PREFABRICATED INVERTS ARE AVAILABLE UPON REQUEST. INVENTORIED MANIFOLDS INCLUDE 12-24" (300-600 mm) SIZE ON SIZE AND 15-48" (375-1200 mm) ECCENTRIC MANIFOLDS. CUSTOM INVERT LOCATIONS ON THE MC-7200 END CAP CUT IN THE FIELD ARE NOT RECOMMENDED FOR PIPE SIZES GREATER THAN 10" (250 mm). THE INVERT LOCATION IN COLUMN "B" ARE THE HIGHEST POSSIBLE FOR THE PIPE SIZE.

FORTRESS BANK
CLIVE, IA, USA
DATE: 06/26/2025
DRAWN: JM
CHECKED: N/A
PROJECT #
SHEET #

StormTech®
Chamber System
4640 TRUEMAN BLVD
HILLIARD, OH 43026
1-800-733-7473

ADS
4640 TRUEMAN BLVD
HILLIARD, OH 43026
1-800-733-7473

SHEET
5 OF 6



- NOTES**
- 8-30" (200-750 mm) GRATES/SOLID COVERS SHALL BE DUCTILE IRON PER ASTM A536 GRADE 70-50-05
 - 12-30" (300-750 mm) FRAMES SHALL BE DUCTILE IRON PER ASTM A536 GRADE 70-50-05
 - DRAIN BASIN TO BE CUSTOM MANUFACTURED ACCORDING TO PLAN DETAILS
 - DRAINAGE CONNECTION STUB JOINT TIGHTNESS SHALL CONFORM TO ASTM D3212 FOR CORRUGATED HDPE (ADS & HANCOR DUAL WALL) & SDR 35 PVC
 - FOR COMPLETE DESIGN AND PRODUCT INFORMATION: WWW.NYLOPLAST-US.COM
 - TO ORDER CALL: 800-621-6710

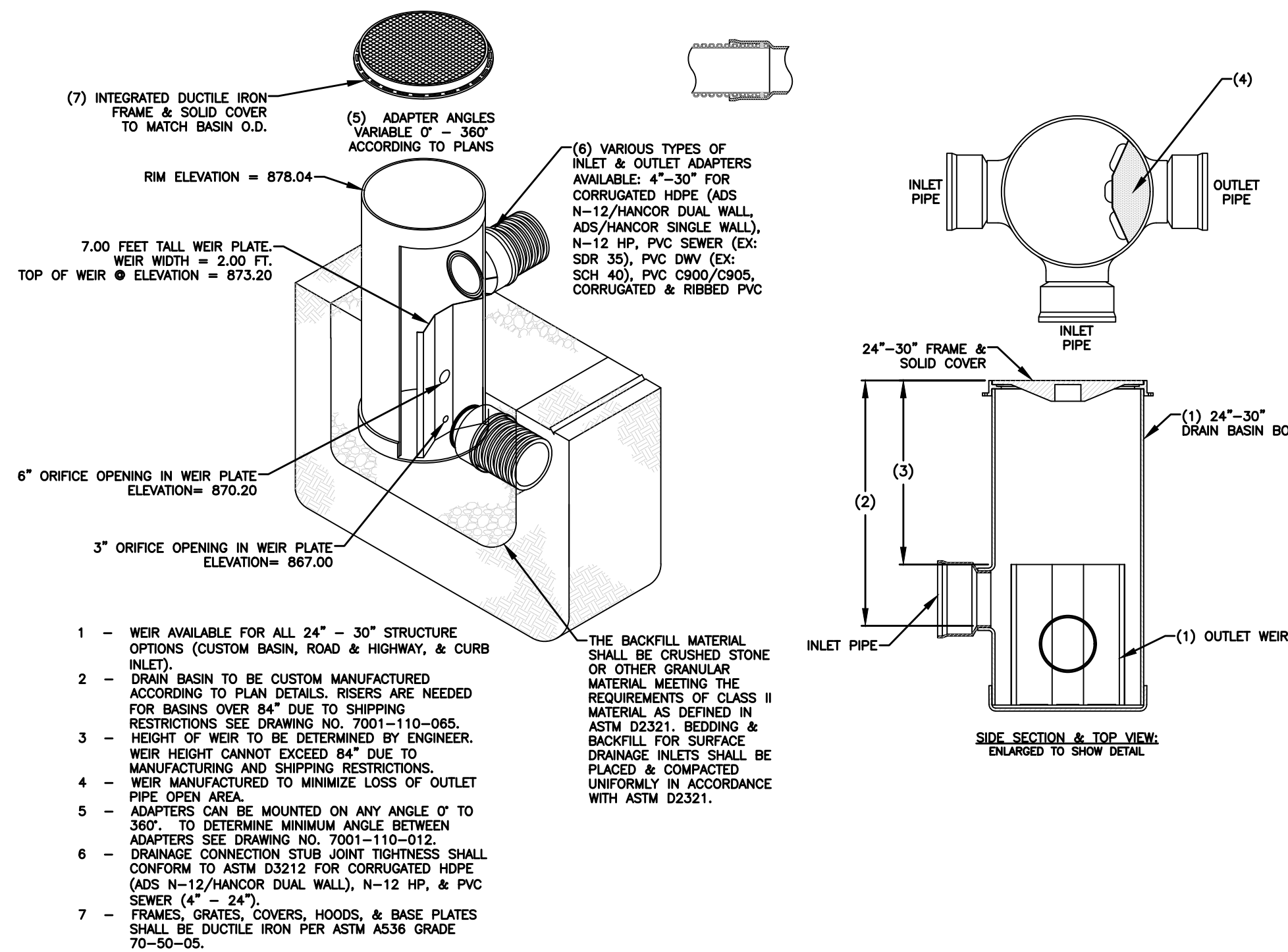
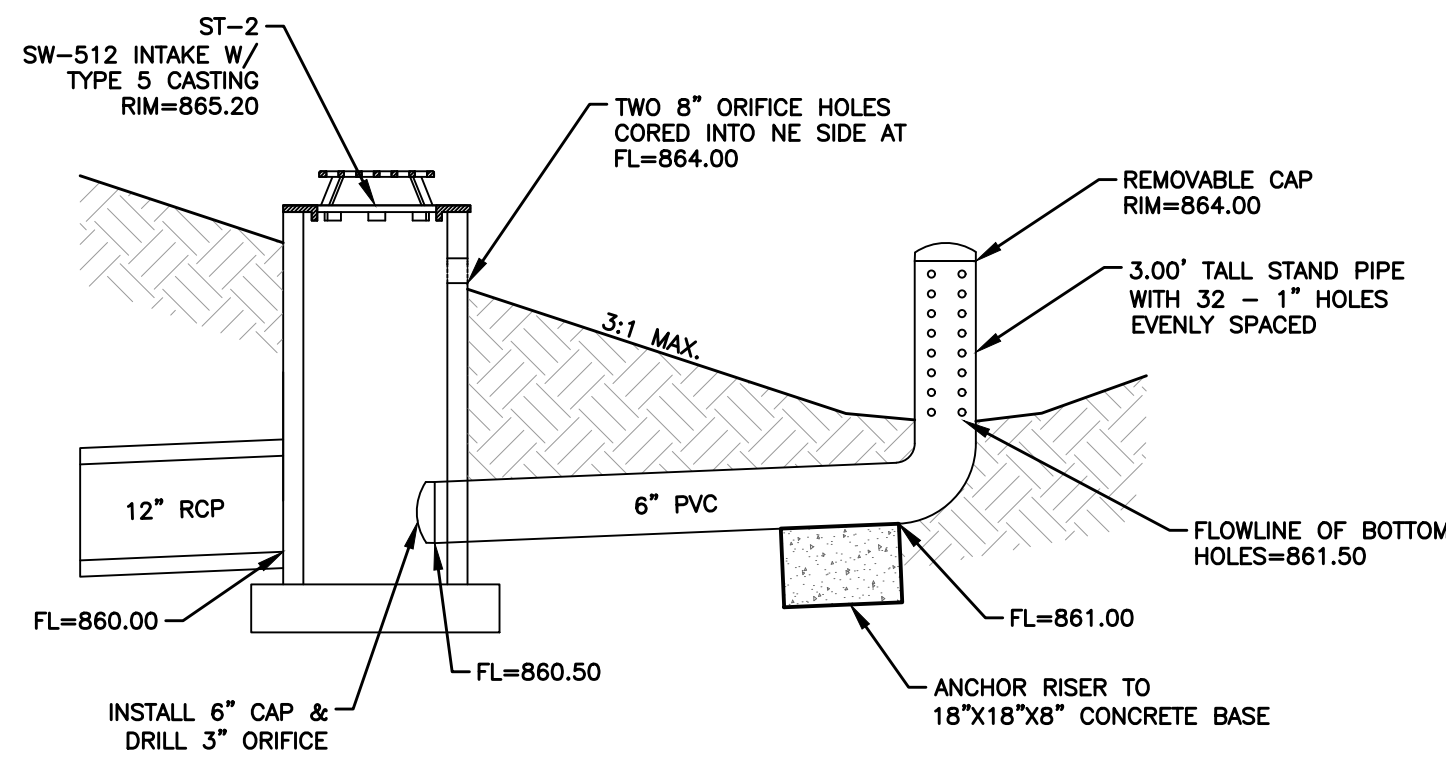
A	PART #	GRATE/SOLID COVER OPTIONS
8" (200 mm)	2808AG	PEDESTRIAN LIGHT DUTY STANDARD LIGHT DUTY SOLID LIGHT DUTY
10" (250 mm)	2810AG	PEDESTRIAN LIGHT DUTY STANDARD LIGHT DUTY SOLID LIGHT DUTY
12" (300 mm)	2812AG	PEDESTRIAN AASHTO H-10 STANDARD AASHTO H-20 SOLID AASHTO H-20
15" (375 mm)	2815AG	PEDESTRIAN AASHTO H-10 STANDARD AASHTO H-20 SOLID AASHTO H-20
18" (450 mm)	2818AG	PEDESTRIAN AASHTO H-10 STANDARD AASHTO H-20 SOLID AASHTO H-20
24" (600 mm)	2824AG	PEDESTRIAN AASHTO H-10 STANDARD AASHTO H-20 SOLID AASHTO H-20
30" (750 mm)	2830AG	PEDESTRIAN AASHTO H-20 STANDARD AASHTO H-20 SOLID AASHTO H-20

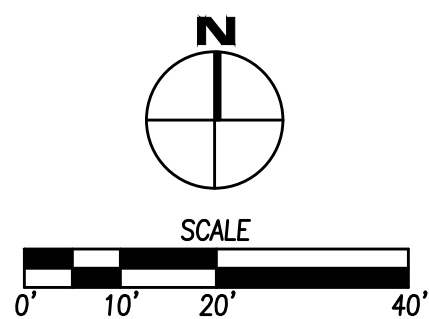
FORTRESS BANK
CLIVE, IA, USA
DATE: 06/26/2025
DRAWN: JM
CHECKED: N/A
PROJECT #
SHEET #

Nyloplast®
4640 TRUEMAN BLVD
HILLIARD, OH 43026
1-800-733-7473

ADS
4640 TRUEMAN BLVD
HILLIARD, OH 43026
1-800-733-7473

SHEET
6 OF 6





LANDSCAPE REQUIREMENTS

1. LOCATE ALL UTILITIES BEFORE ANY PLANTING BEGINS.
2. THE MOST RECENT EDITION OF THE SUDAS STANDARD SPECIFICATIONS AND ALL CITY SUPPLEMENTALS; IF APPLICABLE, SHALL APPLY TO ALL WORK ON THIS PROJECT UNLESS OTHERWISE NOTED.
3. TYPE, SIZE, AND QUALITY OF PLANT MATERIAL SHALL CONFORM TO THE MOST CURRENT EDITION OF THE AMERICAN STANDARD FOR NURSERY STOCK ANSI Z60.1
4. ALL PLANT MATERIAL SHALL BE HEALTHY SPECIMENS WITHOUT DEFORMITIES, VOIDS AND OPEN SPACES, WITH WELL DEVELOPED BRANCH AND ROOT SYSTEMS; TRUE TO HEIGHT, SHAPE AND CHARACTER OF GROWTH OF THE SPECIES OR VARIETY.
5. SOD ALL DISTURBED AREAS.
6. BACKFILL TO TOP OF CURB. (MINUS 1 1/2" FOR SOD, IF REQ.)
7. WEED PREVENTER (PRE-EMERGENT) SHALL BE SPREAD OVER SOIL AFTER PLANTING AND BEFORE MULCHING IN ALL PLANTING BEDS PER MANUFACTURER'S RECOMMENDATIONS.
8. RIVERS GRASS MULCH AND WEED ARREST FABRIC SHALL BE PLACED AROUND ALL TREES, SHRUBS AND IN ALL PLANTING BEDS TO A (MIN) DEPTH OF 3".
9. ALL EDGING SHALL BE SPADE CUT EDGE.
10. PLANT QUANTITIES ARE SHOWN FOR INFORMATION ONLY, THE DRAWING SHALL PREVAIL IF ANY CONFLICT ARISES.
11. ALL DEBRIS SPILLED IN THE PUBLIC R.O.W. SHALL BE PICKED UP BY THE CONTRACTOR AT THE END OF EACH WORK DAY.
12. CONTRACTOR SHALL WARRANTY ALL PLANT MATERIALS FOR A PERIOD OF ONE YEAR FROM DATE OF INSTALLATION.
13. CONTRACTOR SHALL PROVIDE IRRIGATION DESIGN TO OWNER, IF REQUESTED, FOR APPROVAL.

LANDSCAPE REQUIREMENTS

MINIMUM SIZE. THE MINIMUM SIZE FOR REQUIRED PLANTINGS, OTHER THAN THOSE IN REQUIRED BUFFERS, SHALL BE AS FOLLOWS:

- A. DECIDUOUS OVERSTORY TREES SHALL BE A MINIMUM TWO AND ONE-HALF INCH CALIPER.
- A. EVERGREEN OVERSTORY TREES SHALL BE A MINIMUM HEIGHT OF SIX FEET.
- B. ORNAMENTAL TREES SHALL BE A MINIMUM ONE AND ONE-HALF INCH CALIPER IN SIZE.
- C. MINIMUM QUANTITY, THE MINIMUM NUMBER OF PLANTINGS PER SITE SHALL BE AS FOLLOWS:
- D. A MINIMUM OF 50 PERCENT OF ALL REQUIRED TREES SHALL BE OVERSTORY SHADE TREES.
- E. FOR ALL USES, EXCEPT SINGLE-FAMILY AND DUPLEX FAMILY RESIDENTIAL DWELLINGS, A MINIMUM OF 25 PERCENT OF ALL REQUIRED TREES SHALL BE EVERGREEN TREES.

ALL LANDSCAPED ISLANDS REQUIRED SHALL BE PLANTED WITH AT LEAST ONE ORNAMENTAL OR ONE DECIDUOUS OVERSTORY TREE.

OPEN SPACE REQUIREMENTS:

OPEN SPACE REQUIREMENTS:
1.5 TREES PER 1,000 SQUARE FEET OF REQUIRED OPEN SPACE.

LOT AREA = 57,512 SF
OPEN SPACE REQUIRED = 8,627 SF

TREES REQUIRED = 13 TOTAL (MINIMUM 7 OVER STORY & 4 EVERGREEN)
TREES PROVIDED = 16 (13 ON-SITE AND 3 CITY OWNED)

PARKING SETBACK THE SETBACK BETWEEN THE PARKING AREA AND THE PUBLIC RIGHT-OF-WAY SHALL BE LANDSCAPED WITH A MINIMUM OF ONE OVERSTORY DECIDUOUS TREE PER 40 LINEAR FEET OF FRONTAGE. THE FRONTAGE CALCULATION SHALL BE EXCLUSIVE OF THE DRIVEWAYS. THE PLANTINGS MAY BE PLANTED INDIVIDUALLY OR IN CLUSTERS. THIS REQUIREMENT SHALL BE INCLUDED IN THE MINIMUM NUMBER OF TREES REQUIRED FOR THE SITE AND IS NOT IN ADDITION TO.

PARKING FRONTAGE	
HICKMAN ROAD	= 67 LF
111TH STREET	= <u>225 LF</u>
TOTAL	= 292 LF

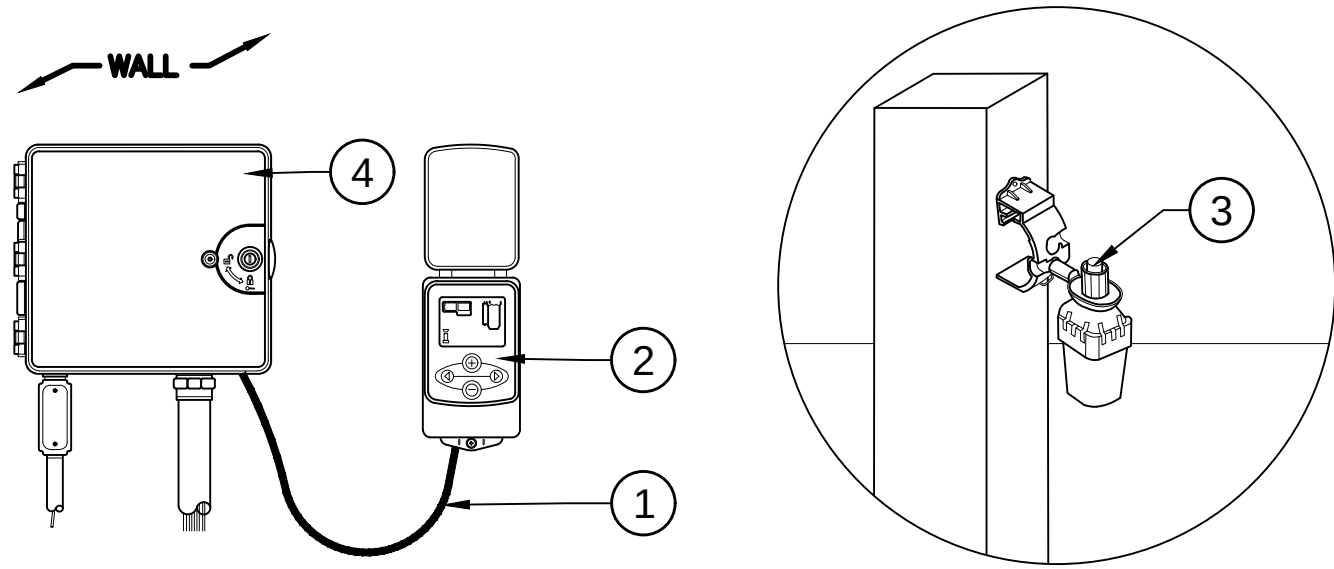
TREES REQUIRED = 8 TREES
TREES PROVIDED = 8 TREES

PLANT SCHEDULE CITY OWNED TREE REPLACEMENTS				
CODE	QTY	COMMON NAME	BOTANICAL NAME	CONDITION AND SIZE
OVERSTORY TREES				
CHB	3	COMMON HACKBERRY	CELTIS OCCIDENTALIS	B&B, 2.5" CALIPER

CODE	QTY	COMMON NAME	BOTANICAL NAME	CONDITION AND SIZE
OVERSTORY TREES				
CHB	3	COMMON HACKBERRY	CELTIS OCCIDENTALIS	B&B, 2.5" CALIPER







- 1 CABLE HARNESS FOR CONTROLLER INTERFACE (30" MAX)
- 2 RAIN BIRD WRS WIRELESS SENSOR CONTROLLER INTERFACE
- 3 RAIN BIRD WR2 SENSOR
- 4 IRRIGATION CONTROLLER, SEE LEGEND FOR MODEL

SENSOR NOTES:

1. SENSOR MAY BE MOUNTED ON FENCE, FENCE POST, GUTTERS, OR BUILDING WALLS.
2. SENSOR SHOULD NOT BE MOUNTED UNDER TREES, EAVES OR IN AREAS AFFECTED BY SPRINKLER SYSTEM OPERATION.

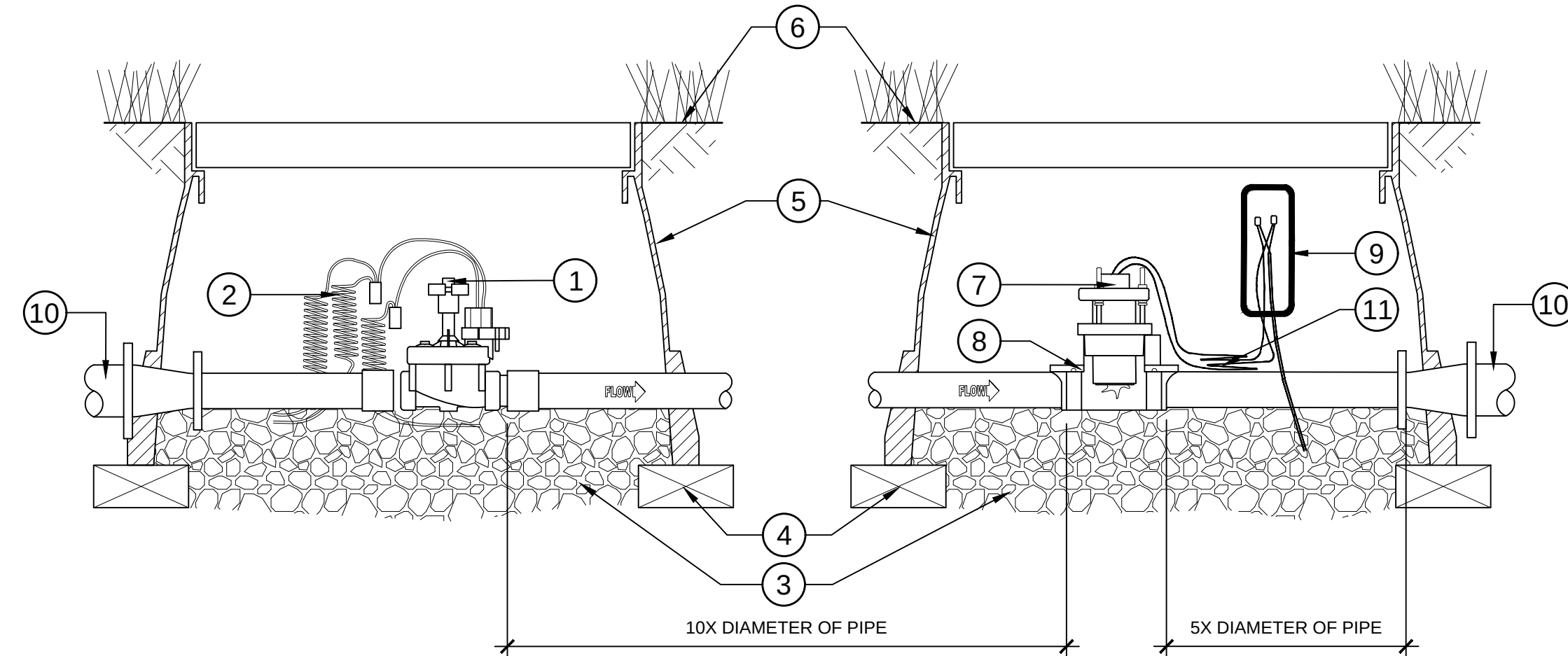
NOTES:

1. FOR BEST PERFORMANCE, THE CONTROLLER INTERFACE SHOULD BE INSTALLED AT LEAST FIVE FEET ABOVE THE GROUND.
2. IT IS RECOMMENDED THAT THE CONTROLLER INTERFACE BE INSTALLED AWAY FROM SOURCES OF ELECTRICAL INTERFERENCE (SUCH AS TRANSFORMERS, GENERATORS, PUMPS, FANS, ELECTRICAL METER BOXES) AND METAL OBJECTS TO MAXIMIZE COMMUNICATION RANGE.

1 RAIN BIRD WR2 RAIN/FREEZE SENSOR

1 1/2" = 1'-0"

FX-IRRG-RAIN-SENS-01



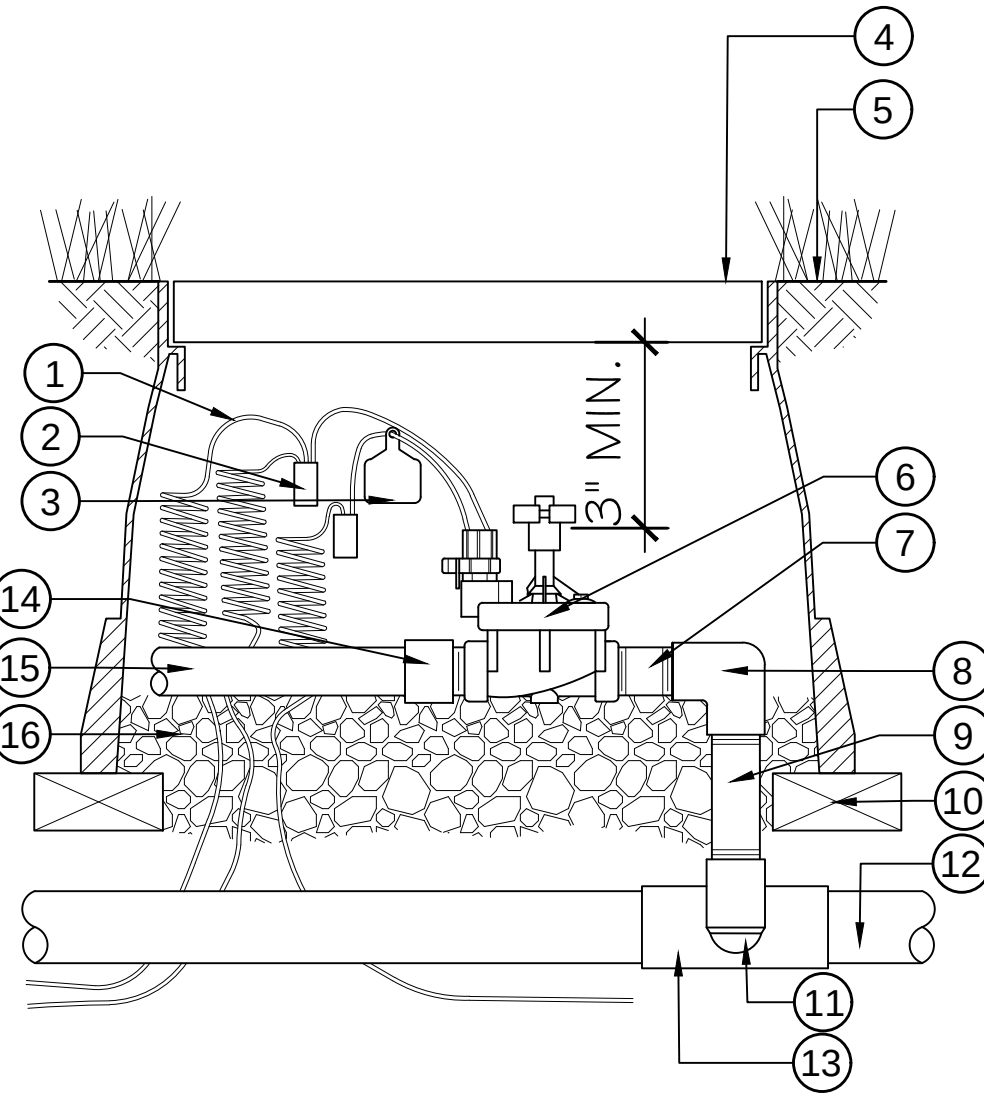
- 1 RAIN BIRD MASTER VALVE, SEE LEGEND FOR MODEL
- 2 36" LENGTH OF COILED CONTROL WIRE
- 3 3.0-INCH MIN. DEPTH OF 3/4-INCH WASHED GRAVEL
- 4 BRICK (1 OF 4), IF APPLICABLE
- 5 RAIN BIRD VB SERIES VALVE BOX W/ FINISH GRADE
- 6 RAIN BIRD FS SERIES FLOW SENSOR, SEE LEGEND FOR MODEL
- 7 RAIN BIRD FS SERIES FLOW SENSOR, SEE LEGEND FOR MODEL
- 8 DOUBLE-STRAP SADDLE
- 9 REFERENCE MANUAL FOR WIRING INSTALLATION INSTRUCTIONS
- 10 CONCENTRIC REDUCER
- 11 PE-CABLE TO CONTROLLER

2 RAIN BIRD MASTER VALVE AND FS SERIES FLOW SENSOR

1 1/2" = 1'-0"

FX-IRRG-RAIN-FLOW-03

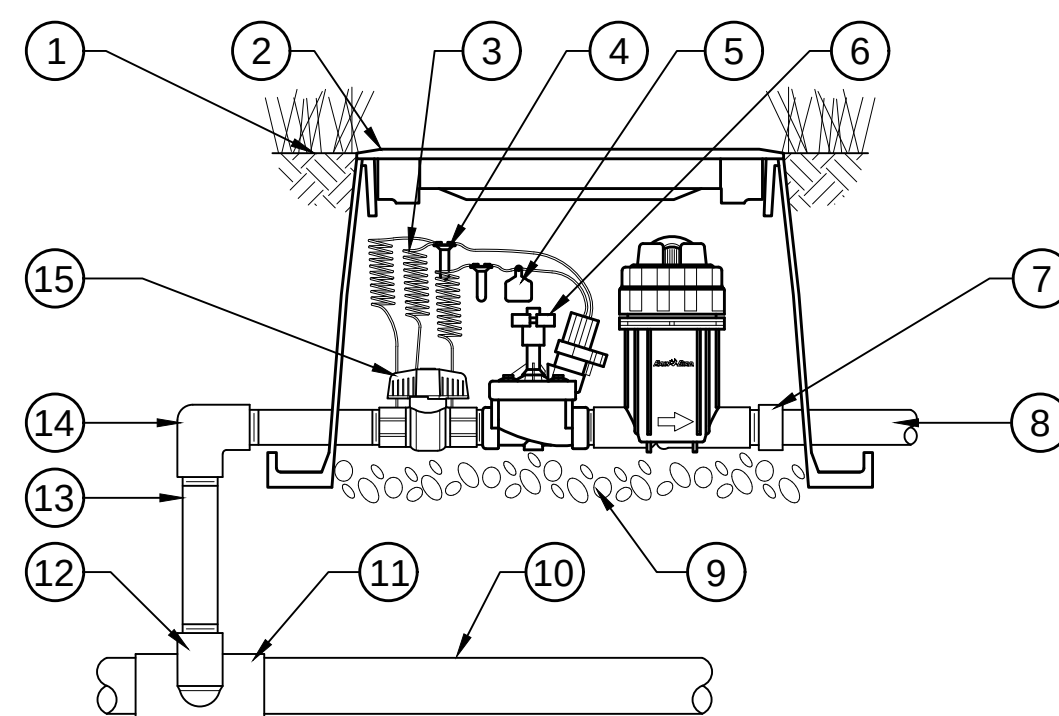
- 1 30-INCH LINEAR LENGTH OF NOTE: WIRE, COILED
- 2 WATERPROOF CONNECTION RAIN BIRD SPLICE-1 (1 OF 4)
- 3 VALVE ID TAG
- 4 VALVE BOX WITH COVER RAIN BIRD VB-STD
- 5 FINISH GRADE, FLUSH WITH GRADE OR MULCH
- 6 RAIN BIRD REMOTE CONTROL VALVE, SEE LEGEND
- 7 PVC SCH 80 NIPPLE (CLOSE)
- 8 PVC SCH 40 ELL
- 9 PVC SCH 80 NIPPLE (LENGTH AS REQUIRED)
- 10 BRICK (1 OF 4) IF APPLICABLE
- 11 SCH 80 NIPPLE (2-INCH LENGTH, HIDDEN) AND SCH 40 ELL
- 12 PVC MAINLINE PIPE, SEE LEGEND OR SPECIFICATION
- 13 PVC SCH 40 TEE OR ELL
- 14 PVC SCH 40 MALE ADAPTOR
- 15 PVC LATERAL PIPE, SEE LEGEND OR SPECIFICATION
- 16 3.0-INCH MINIMUM DEPTH OF 3/4-INCH WASHED GRAVEL



4 RAIN BIRD PEB SERIES VALVE

3" = 1'-0"

FX-IRRG-RAIN-RCV-08

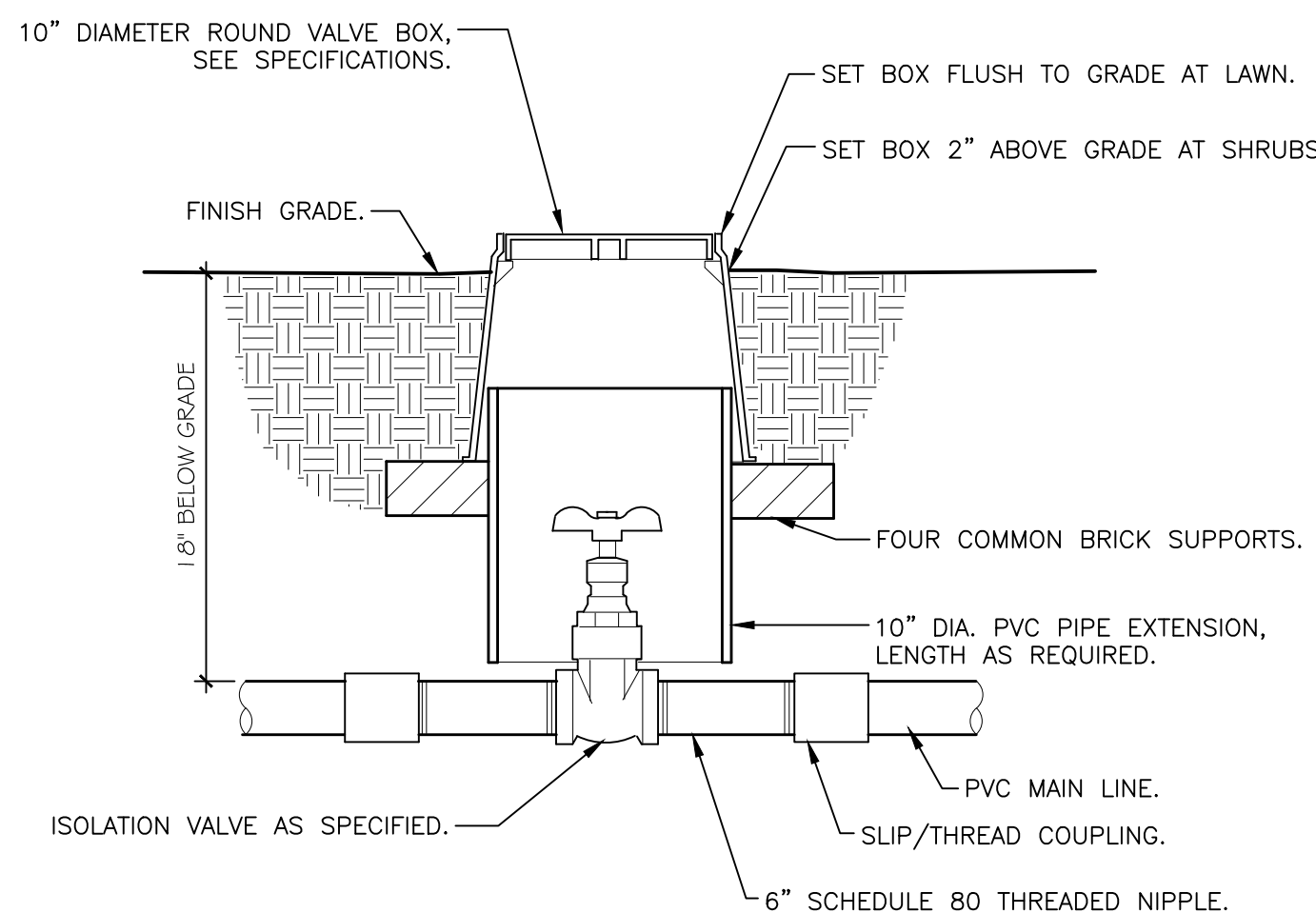


- 1 FINISH GRADE/TOP OF MULCH
- 2 VALVE BOX WITH COVER: RAIN BIRD VB-STD
- 3 30-INCH LINEAR LENGTH OF WIRE, COILED
- 4 WATERPROOF CONNECTION: RAIN BIRD DB SERIES
- 5 VALVE ID TAG
- 6 RAIN BIRD CONTROL ZONE DRIP KIT, REF. LEGEND FOR MODEL
- 7 PVC SCH 40 FEMALE ADAPTOR
- 8 PVC LATERAL PIPE, REF. SPECIFICATIONS OR LEGEND
- 9 3-INCH MIN. DEPTH OF 3/4 INCH WASHED GRAVEL
- 10 PVC MAINLINE PIPE, REF. SPECIFICATIONS OR LEGEND
- 11 PVC SCH 40 TEE OR ELL
- 12 PVC SCH 80 NIPPLE (2" LENGTH, HIDDEN) AND PVC SCH 40 ELL
- 13 PVC SCH 80 NIPPLE (LENGTH AS REQUIRED)
- 14 PVC SCH 40 ELL
- 15 1-INCH BALL VALVE (INCLUDED WITH SPECIFIC CONTROL ZONE DRIP KIT MODELS)

5 1IN. CONTROL ZONE DRIP KIT W/ BASKET FILTER

1" = 1"

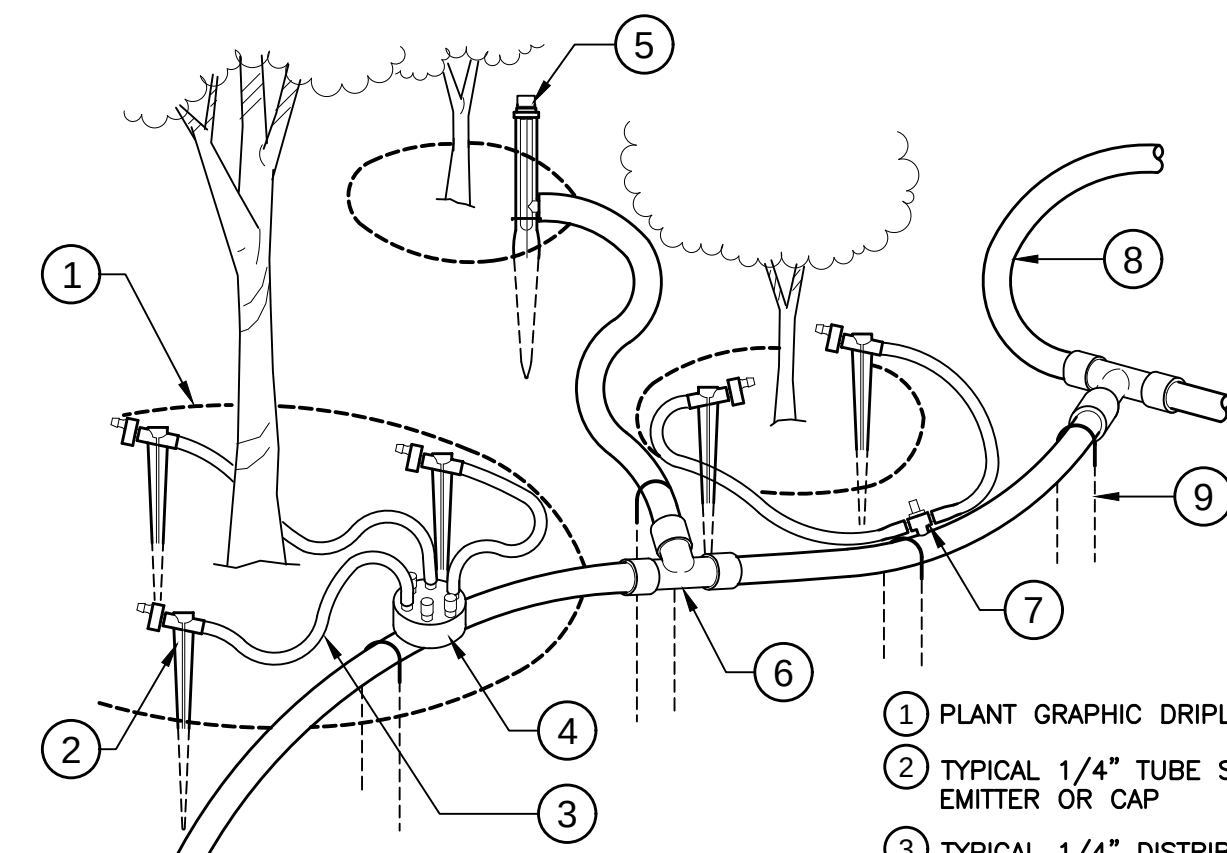
FX-IRRG-RAIN-DCV-05



6 BRASS ISOLATION VALVE

1 1/2" = 1'-0"

FX-IRRG-FX-ISOV-01



NOTES:

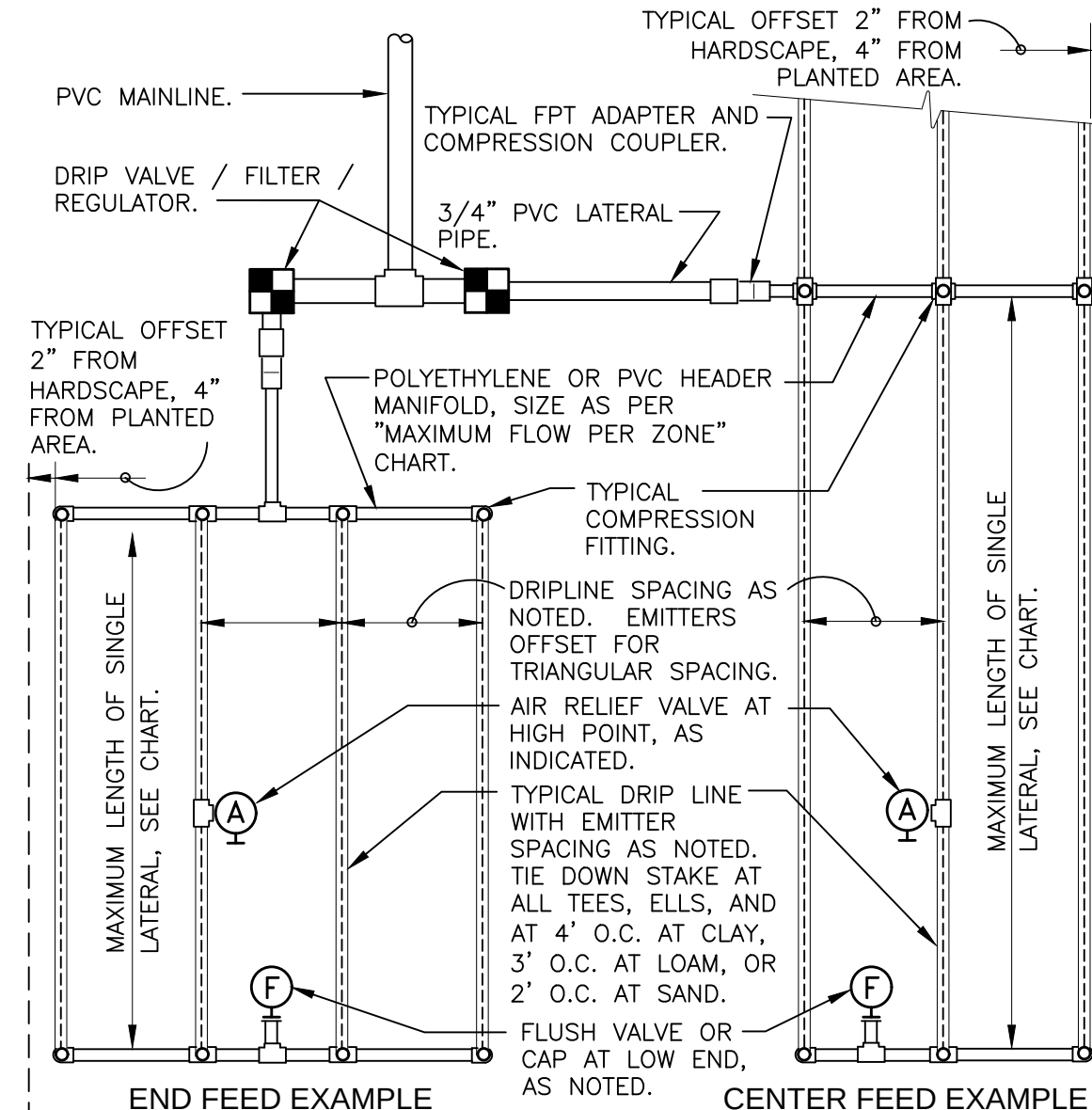
1. PLACE EMITTERS 3/4 BETWEEN THE TRUNK AND OUTER DRIPLINE.
2. EVENLY SPACE EMITTERS AROUND PLANT.
3. STAKE THE DRIP TUBING AT EACH TEE, ELL, COUPLER, AT EACH EMITTER OR TRANSFER, AND AT 6'-0" MAX O.C.

- 1 PLANT GRAPHIC DRIPLINE EDGE
- 2 TYPICAL 1/4" TUBE STAKE WITH EMITTER OR CAP
- 3 TYPICAL 1/4" DISTRIBUTION TUBING, 48" MAX. LENGTH
- 4 MULTI-OUTLET EMITTER OR TRANSFER
- 5 EMITTER OR BUBBLER ON 1/2" DRIP STAKE
- 6 TYPICAL COMPRESSION FITTING
- 7 TRANSFER BARB TEE FOR DOUBLE EMITTER
- 8 TYPICAL 1/2" DRIP TUBING
- 9 TYPICAL 1/2" DRIP TUBING STAKE

7 TYPICAL DRIPLINE TUBING

1 1/2" = 1'-0"

FX-IRRG-FX-DRIP-01



8 TYPICAL RAIN BIRD DRIPLINE REQUIREMENTS

1" = 1"

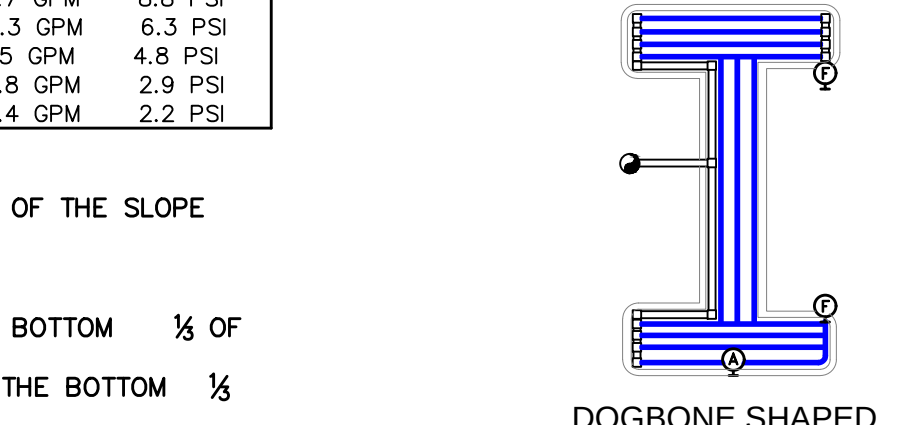
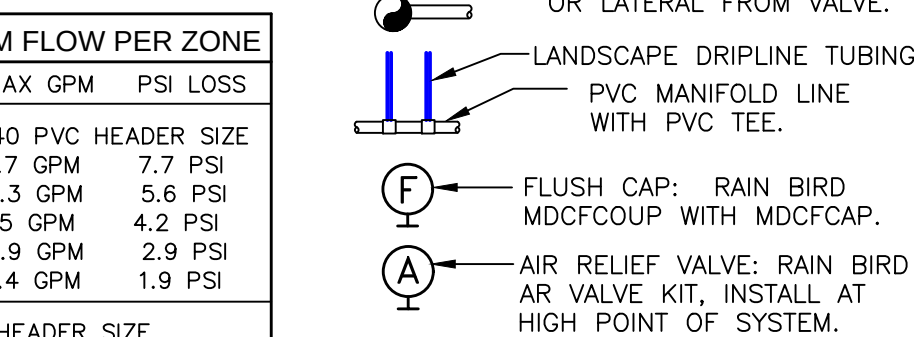
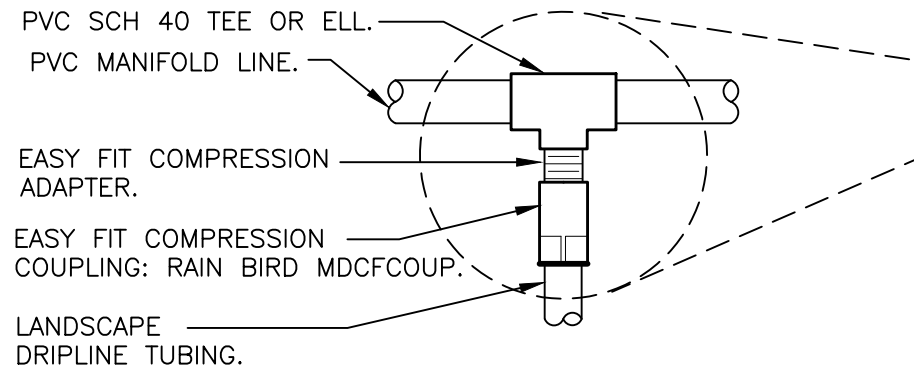
MAXIMUM LATERAL LENGTH (FEET)						
EMITTER FLOW RATE GPH						
PSI	12" SPACING	18" SPACING	24" SPACING	12" SPACING	18" SPACING	24" SPACING
10	125	96	175	135	218	171
20	249	191	350	171	442	340
30	307	236	434	333	550	422
40	350	268	495	380	627	171
50	125	96	175	135	218	171
60	125	96	175	135	218	171

GRID PRECIPITATION RATES (IN/HR)			
EMITTER SPACING	LATERAL SPACING	0.6	0.9
12	12	0.96	1.44
18	18	0.69	1.03
24	24	0.28	0.41

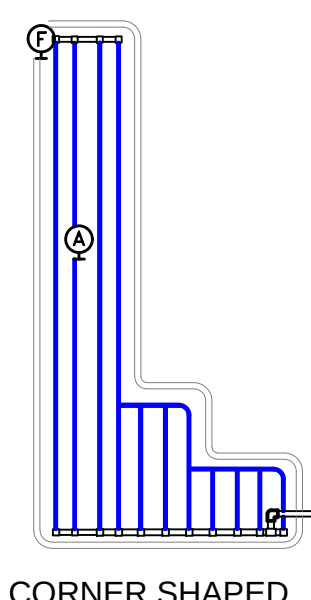
LATERAL FLOW PER 100 FT (GPM)			
EMITTER FLOW	12" SPACING	18" SPACING	24" SPACING
0.6 GPH	1.0 GPM	0.67 GPM	0.50 GPM
0.9 GPH	1.5 GPM	1.0 GPM	0.75 GPM

SLOPED CONDITION NOTE:

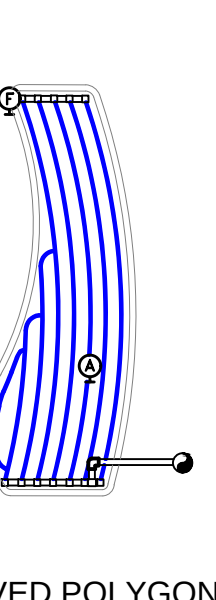
1. DRIPLINE LATERALS SHOULD FOLLOW THE CONTOURS OF THE SLOPE WHENEVER POSSIBLE.
2. INSTALL AIR RELIEF VALVE AT HIGHEST POINT.
3. NORMAL SPACING WITHIN THE TOP 2/3 OF SLOPE.
4. INSTALL DRIPLINE AT 25% GREATER SPACING AT THE BOTTOM 1/3 OF THE SLOPE.
5. WHEN ELEVATION CHANGE IS 10 FT OR MORE, ZONE THE BOTTOM 1/3 ON A SEPARATE VALVE.



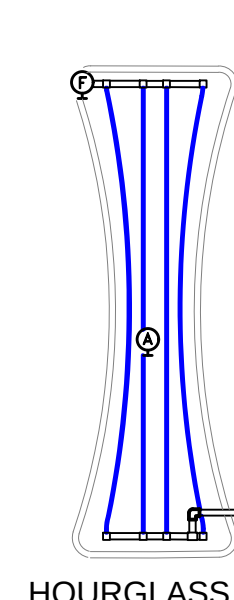
POLYGON SHAPED



"C" SHAPED



ODD SHAPED



DOGBONE SHAPED

1" = 1"

CORNER SHAPED

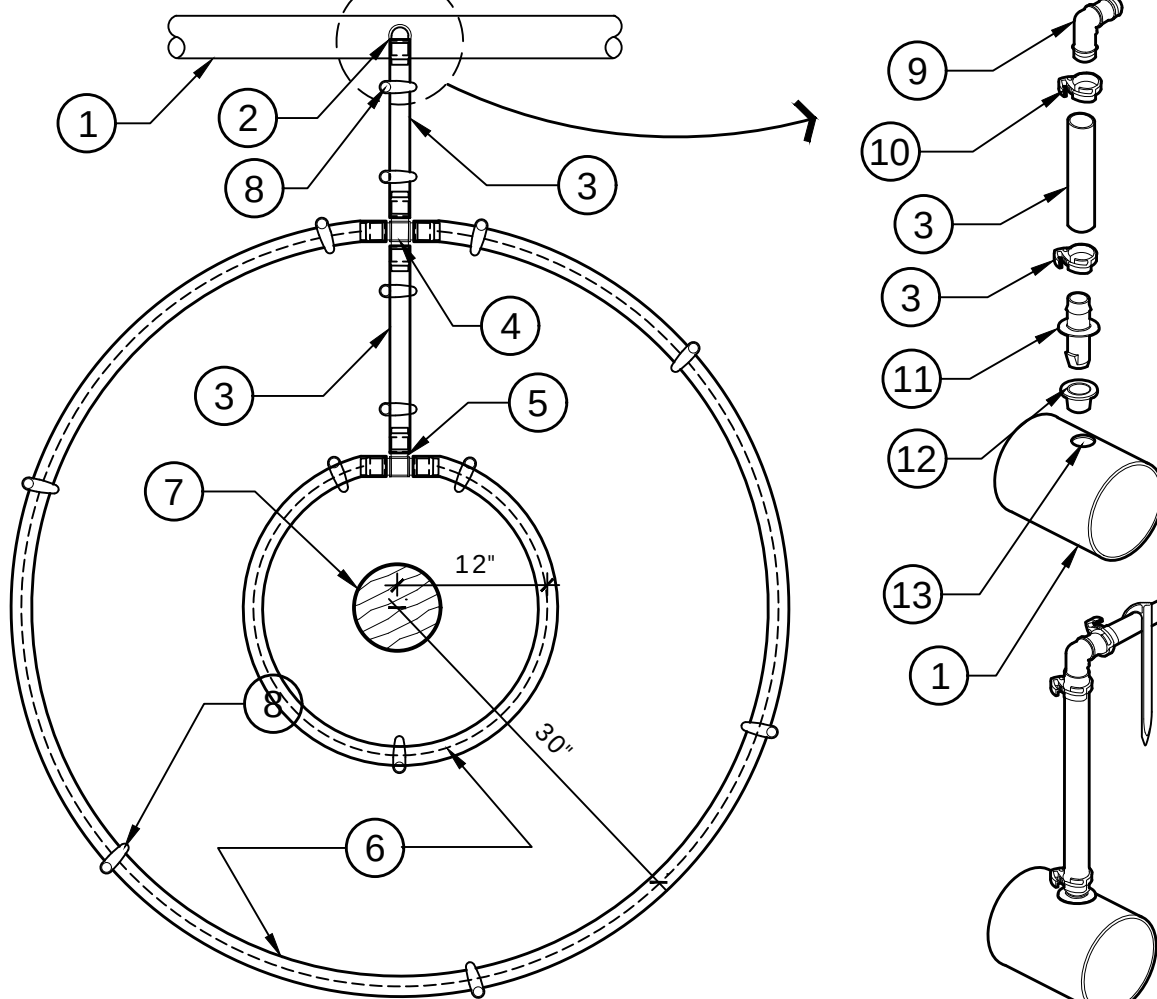
1" = 1"

CURVED POLYGON

1" = 1"

HOURLASS SHAPED

1" = 1"



NOTE: PLACE TIE DOWN STAKES EVERY 3 FT. IN SAND, 4 FT. IN LOAM, AND 5 FT. IN CLAY, AS WELL AS AT ALL CHANGE OF DIRECTION SUCH AS AT TEES OR ELLS.

DRIPLINE TO LATERAL "XPANDO" ADAPTER CONNECTION DETAIL

9 20 GPH DRIPLINE RING-0.9 GPH @ 3

1" = 1"

FX-IRRG-FX-EMIT-01

FILE: L:\3D\BANK\IOWA\WORKING\IRRIGATION.DWG
DATE: 10/27/2023 9:35 AM
DRAWN BY: KAYLEE MATHISON
CHECKED BY: KAYLEE MATHISON

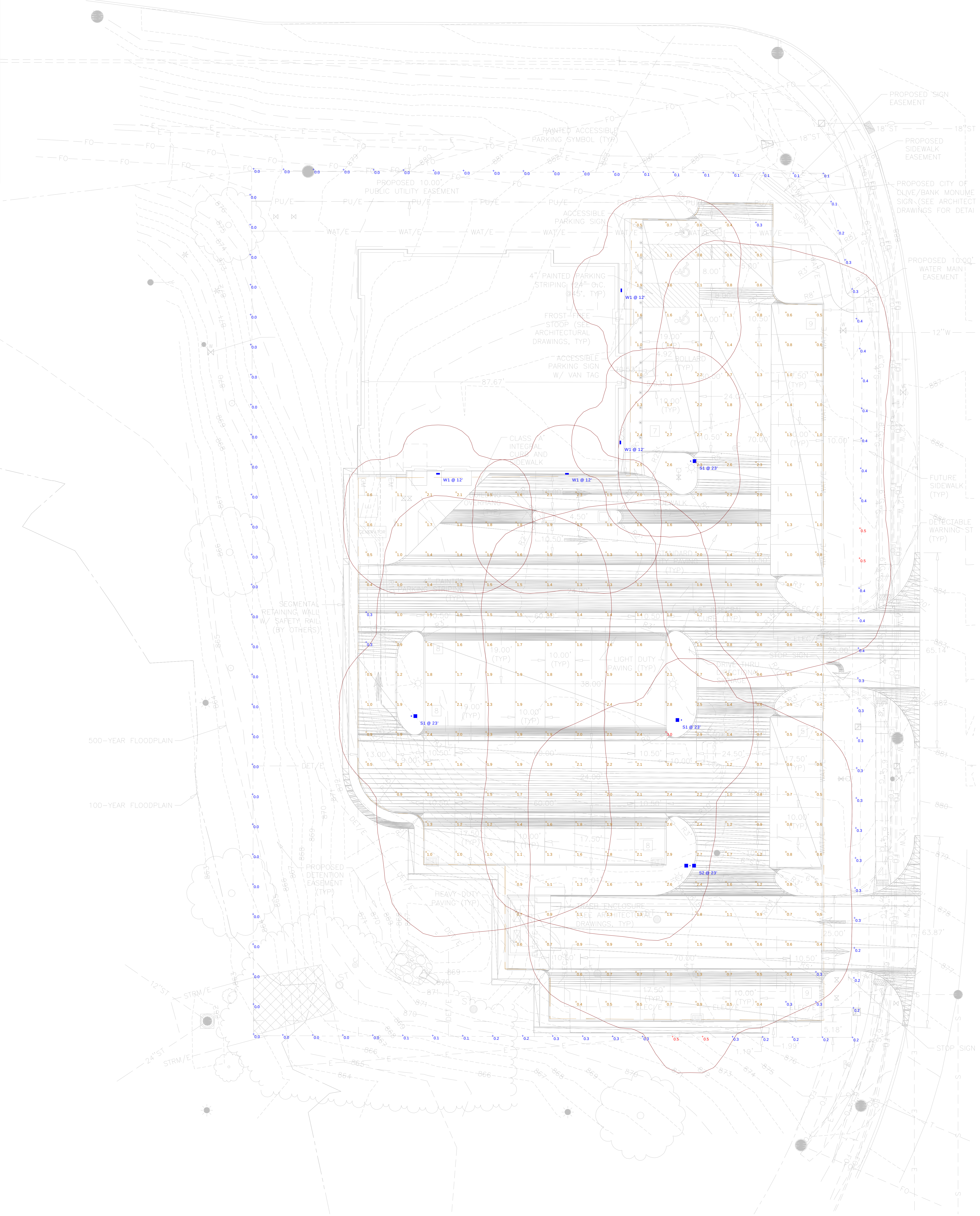
Schedule									
Symbol	Label	QTY	Catalog Number	Description	Lamp	Number Lamps	Lumens per Lamp	LLF	Wattage
	S1	3	PRV-PA2A-8540-U-T4W	PREVAIL AREA AND ROADWAY LUMINAIRE (2) 85 CRI, 4000K, 720mA LIGHT ENGINES WITH 24 LEDS AND TYPE IV WIDE OPTICS		72	169	0.9	112
	S2	1	[...]	[...]	[...]	24	244	0.9	108
			PRV-PA1A-8540-U-T4W	PREVAIL AREA AND ROADWAY LUMINAIRE (1) 85 CRI, 4000K, 670mA LIGHT ENGINE WITH 24 LEDS AND TYPE IV WIDE OPTICS		24	244	0.9	54
			PRV-PA1A-8540-U-T4W	PREVAIL AREA AND ROADWAY LUMINAIRE (1) 85 CRI, 4000K, 670mA LIGHT ENGINE WITH 24 LEDS AND TYPE IV WIDE OPTICS		24	244	0.9	54
	W1	4	DSXW1 P3 40K 80CRI TFTM	4000 4000K 80CRI Forward Throw Medium TFTM		1	2930	0.85	21.05

Statistics

Description	Symbol	Avg	Max	Min	Max/Min	Avg/Min
-------------	--------	-----	-----	-----	---------	---------

Calc Zone #1 PARKING LOT	+	1.4 fc	3.0 fc	0.3 fc	10.0:1	4.7:1
--------------------------	---	--------	--------	--------	--------	-------

Calc Zone #2 PERIMETER	+	0.1 fc	0.5 fc	0.0 fc	N/A	N/A
------------------------	---	--------	--------	--------	-----	-----



Plan View
Scale: 1" = 14'



MISC EXTERIOR MATERIAL FINISHES

- TYPICAL U.O.N.
- BOLLARDS: CONCRETE FILLED STEEL BOLLARDS PAINTED SAFETY YELLOW.
 - EXPOSED LINTELS: GALVANIZED & PAINTED BLACK.
 - METAL STAIRS & RAILINGS: GALVANIZED & PAINTED BLACK.
 - METAL BALCONIES & RAILINGS: GALVANIZED & PAINTED BLACK.
 - FASCIA & SOFFIT: METAL PREFINISHED BLACK.
 - SCUPPERS, GUTTERS & DOWNSPOUTS: METAL PREFINISHED BLACK.
 - CAULKS & SEALANTS: COLOR MATCHED TO ADJACENT MATERIAL.
 - HOLLOW METAL MAN DOORS & FRAMES: PAINTED TO MATCH ADJACENT MATERIAL.
 - LOUVERS: METAL PRE-FINISHED TO MATCH ADJACENT MATERIAL COLOR.
- LIGHT FIXTURES: METAL PRE-FINISHED HOUSINGS TO MATCH ADJ. OPENING FRAMING.
 - MECHANICAL EQUIPMENT: IF NOT SCREENED, COLOR TO MATCH ADJACENT MATERIAL.
 - EXTERIOR UTILITY EQUIPMENT: IF ALLOWED, PAINTED TO MATCH ADJACENT MATERIAL.

MATERIAL CALCULATIONS (CITY OF CLIVE)							
NORTH ELEVATION				W/O GLAZING: 2,479.11 SF		EAST ELEVATION	
3,929.76 SF TOTAL				3,072.24 SF TOTAL		W/O GLAZING: 1,895.57 SF	
GLASS =	1,450.65 SF	37%	0.00 SF	00%	GLASS =	1,176.67 SF	38%
FULL DEPTH BRICK =	514.67 SF	13%	514.67 SF	21%	FULL DEPTH BRICK =	507.00 SF	17%
STONE =	1,552.33 SF	40%	1,552.33 SF	63%	STONE =	901.58 SF	29%
METAL PANEL =	412.11 SF	10%	412.11 SF	17%	METAL PANEL =	486.99 SF	16%
SOUTH ELEVATION				W/O GLAZING: 3,093.09 SF		WEST ELEVATION	
3,854.39 SF TOTAL				3,406.52 SF TOTAL		W/O GLAZING: 2,517.54 SF	
GLASS =	761.30 SF	20%	0.00 SF	00%	GLASS =	888.00 SF	26%
FULL DEPTH BRICK =	646.00 SF	17%	646.00 SF	21%	FULL DEPTH BRICK =	627.51 SF	18%
STONE =	1,611.03 SF	42%	1,611.03 SF	52%	STONE =	1,391.01 SF	41%
METAL PANEL =	836.06 SF	22%	836.06 SF	27%	METAL PANEL =	500 SF	15%

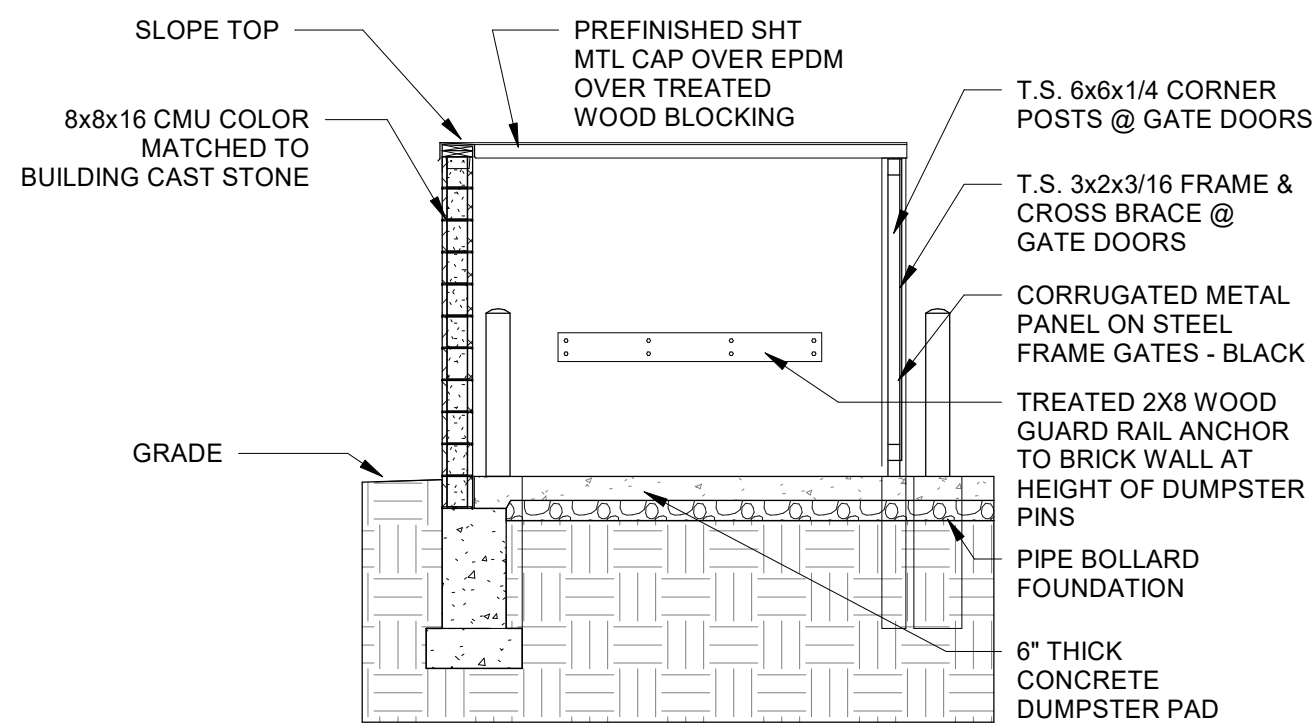


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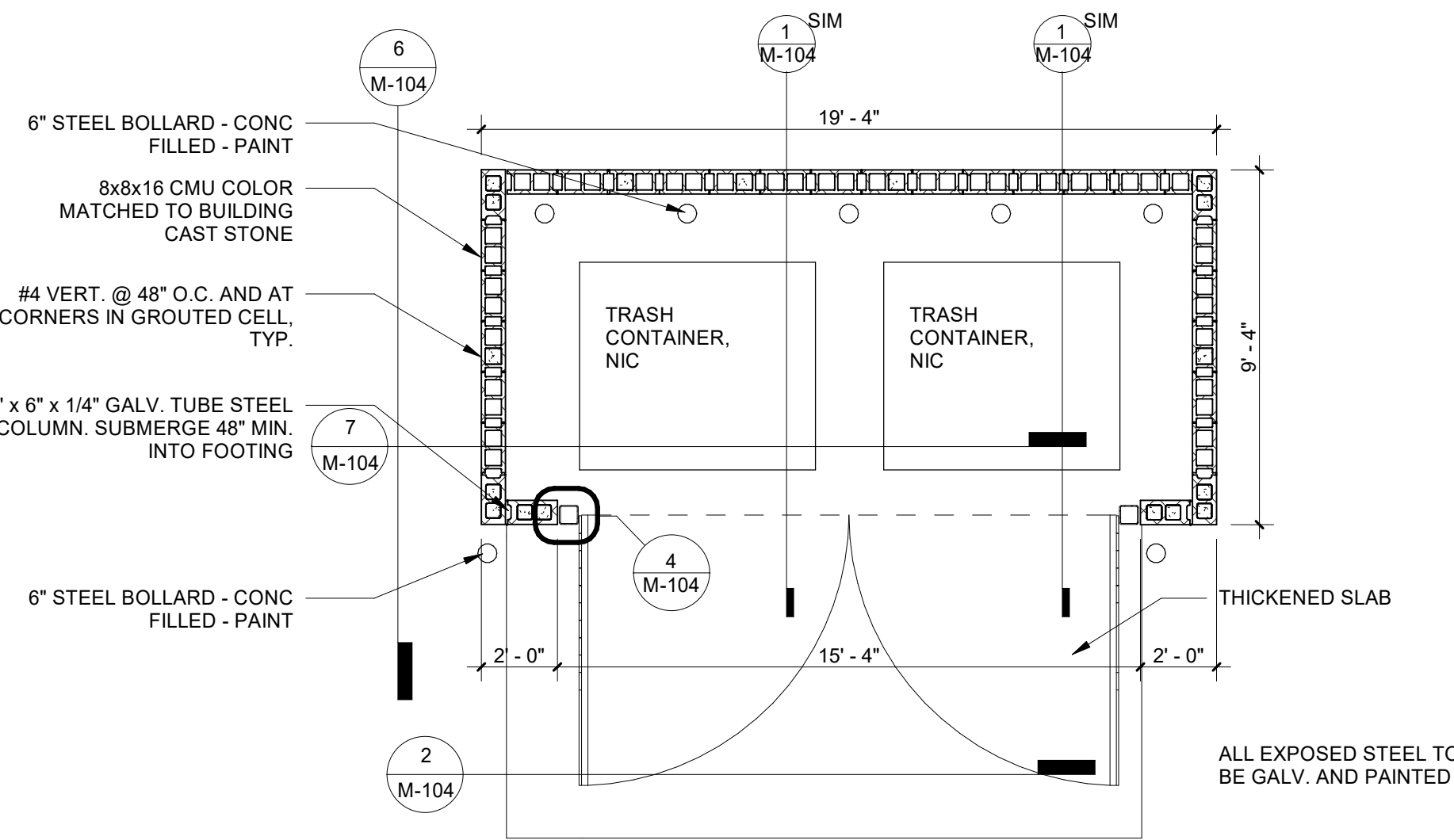
FORTRESS BANK
11140 HICKMAN ROAD
CLIVE, IA
09-09-2025

24"x36" SHEET (FULL SIZE)
- SCALE IS AS NOTED
12"x18" SHEET (HALF SIZE)
- SCALE IS ONE-HALF OF WHAT IS NOTED
OTHER SHEET SIZES NOT TO SCALE
SAA JOB #: 21129A

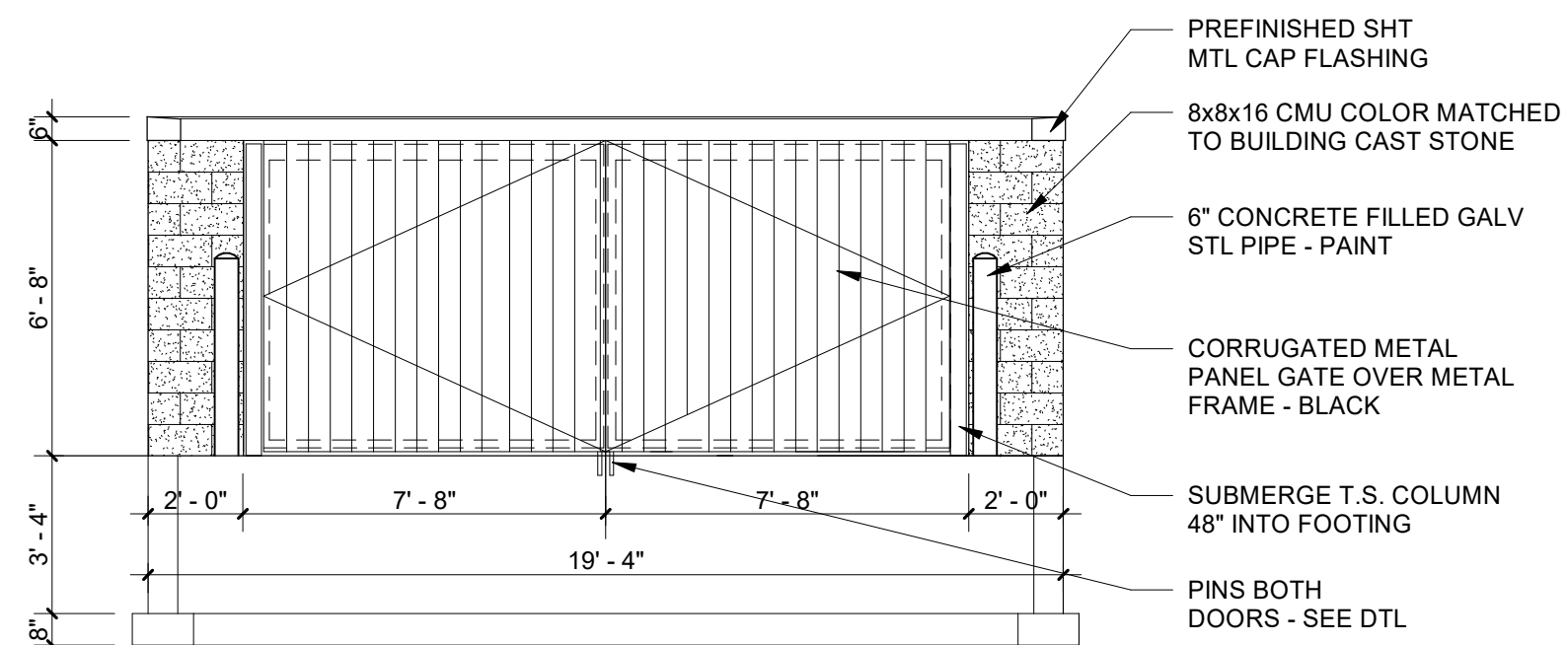




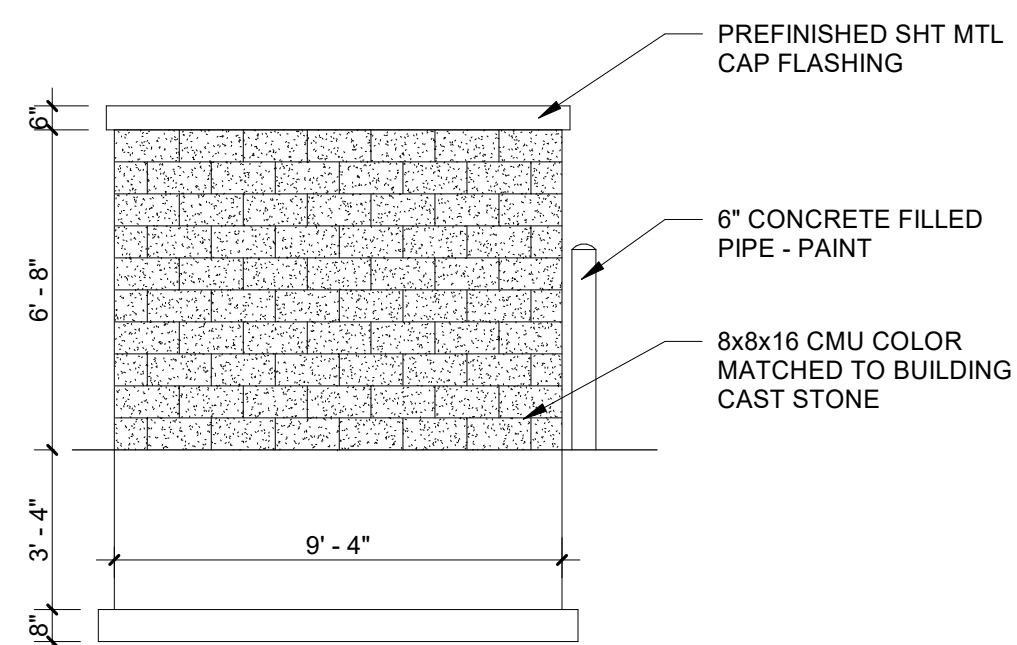
1 TRASH CROSS SECTION
SCALE: 1/4" = 1'-0"



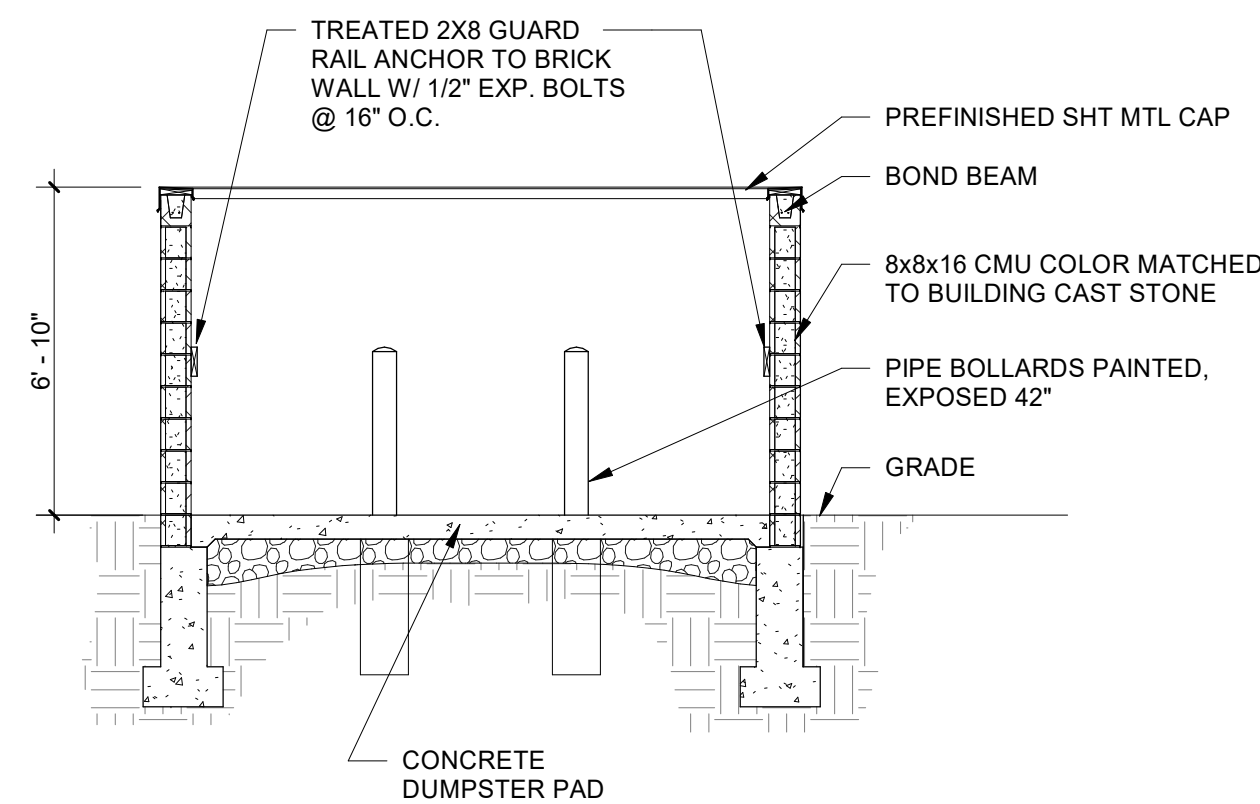
3 TRASH ENCLOSURE PLAN
SCALE: 1/4" = 1'-0"



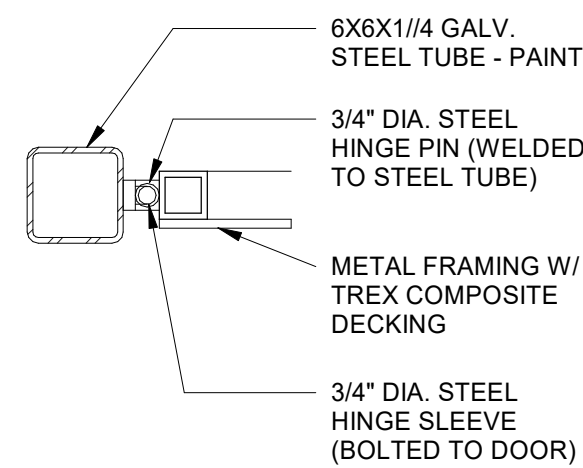
2 TRASH ELEVATION
SCALE: 1/4" = 1'-0"



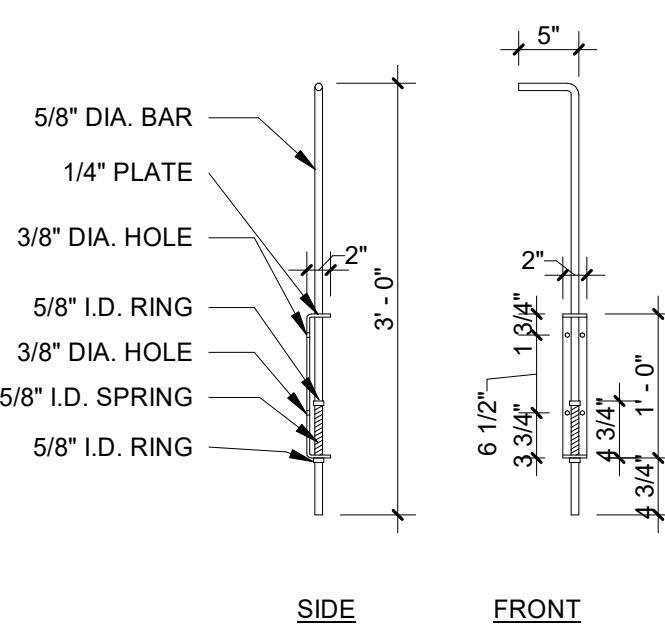
6 TRASH SIDE ELEVATION
SCALE: 1/4" = 1'-0"



7 TRASH SECTION
SCALE: 1/4" = 1'-0"



4 TRASH HINGE
SCALE: 1 1/2" = 1'-0"



5 TRASH PIN
SCALE: 3/4" = 1'-0"



Memo

TO: Mayor and Council members

FROM: Elizabeth Hansen, Director of Administrative Services

DATE: November 13, 2025

RE: Annual Financial Audit Report FY2025 - Presentation by Brad Theisen, Eide Bailly

SYNOPSIS:

Attached is the annual financial audit report for FY2025. Brad Theisen of Eide Bailly will join us to present the report and provide a brief overview.

As noted in the Management Discussion and Analysis, starting on page 6 of the report, the city ended the year with an increase of \$3.4 million in combined fund balance compared to the previous year. This is attributed to increased property valuations and bond proceeds received in November 2024 and May 2025 for the capital projects borrowing for the 2025-2026 construction season. The General Fund ending balance was 39.6% of expenditures, utilizing \$1,1 million of reserves. The City's Financial Policy sets the standard at a minimum of 25%.

The Enterprise funds, consisting of water, sewer, and stormwater, ended the year with a 1.3% increase in fund balance of \$17.6 million compared to the previous year at \$17.4 million.

There was one noted finding related to statutory reporting requirements related to TIF. The reason for this is that the annual urban renewal report was properly approved, but did not match the annual certifications to the County Auditor. Upon discussion with the Department of Management, no edits are necessary; however, staff has made additional notes to ensure accurate reporting in the future.

This was the first year of the new five-year contract working with Eide Bailly. Onsite fieldwork was accomplished through daily Zoom meetings along with follow-up emails and phone conversations. I am very pleased with the quality of service received from Brad and his team. Eide Bailly also provides online learning opportunities and fantastic support throughout the year as questions come up. There is a large amount of information within the financial reports and accompanying schedules. The report provides a basic overview and brief background of city operations. If you have questions, please let me know.

The Administrative Services Department strives to maintain good financial controls and separation of duties in place. The report will be forwarded to the State Auditor and can be found on their website, as well as the City's website.

Attachments:

1. City of Clive 2025 Governance Letter
2. City of Clive 2025 Government Auditing Standards Information
3. City of Clive 2025 Financial Statements



November 4, 2025

To the Honorable Mayor and
Members of the City Council
City of Clive, Iowa, Iowa

We have audited the financial statements of the City of Clive, Iowa, (City) as of and for the year ended June 30, 2025, and have issued our report thereon dated November 4, 2025. Professional standards require that we advise you of the following matters relating to our audit.

Our Responsibility in Relation to the Financial Statement Audit under Generally Accepted Auditing Standards and *Government Auditing Standards*

As communicated in our letter dated July 9, 2025, our responsibility, as described by professional standards, is to form and express an opinion about whether the financial statements that have been prepared by management with your oversight are presented fairly, in all material respects, in accordance with accounting principles generally accepted in the United States of America. Our audit of the financial statements does not relieve you or management of its respective responsibilities.

Our responsibility, as prescribed by professional standards, is to plan and perform our audit to obtain reasonable, rather than absolute, assurance about whether the financial statements are free of material misstatement. An audit of financial statements includes consideration of internal control over financial reporting as a basis for designing audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control over financial reporting. Accordingly, as part of our audit, we considered the internal control of the City solely for the purpose of determining our audit procedures and not to provide any assurance concerning such internal control.

We are also responsible for communicating significant matters related to the audit that are, in our professional judgment, relevant to your responsibilities in overseeing the financial reporting process. However, we are not required to design procedures for the purpose of identifying other matters to communicate to you.

We have provided our comments regarding a significant control deficiency during our audit in our Independent Auditor's Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards* dated November 4, 2025.

Planned Scope and Timing of the Audit

We conducted our audit consistent with the planned scope and timing we previously communicated to you.

Compliance with All Ethics Requirements Regarding Independence

The engagement team, others in our firm, as appropriate, our firm, and other firms utilized in the engagement, if applicable, have complied with all relevant ethical requirements regarding independence.

Qualitative Aspects of the Entity's Significant Accounting Practices

Significant Accounting Policies

Management has the responsibility to select and use appropriate accounting policies. A summary of the significant accounting policies adopted by the City is included in Note 1 to the financial statements. There have been no initial selection of accounting policies and no changes in significant accounting policies or their application during 2025. No matters have come to our attention that would require us, under professional standards, to inform you about (1) the methods used to account for significant unusual transactions and (2) the effect of significant accounting policies in controversial or emerging areas for which there is a lack of authoritative guidance or consensus.

Accounting Estimates and Related Disclosures

Accounting estimates and related disclosures are an integral part of the financial statements prepared by management and are based on management's current judgments. Those judgments are normally based on knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ markedly from management's current judgments.

The most sensitive accounting estimate affecting the financial statements is net pension liability.

Management's estimate of the net pension liability is based on plan level actuarial reports, allocated to the City using annual employer contributions. We evaluated the key factors and assumptions used to develop the pension related balances in determining that they are reasonable in relation to the financial statements taken as a whole.

Financial Statement Disclosures

Certain financial statement disclosures involve significant judgment and are particularly sensitive because of their significance to financial statement users. The most sensitive disclosures affecting the City's financial statements relate to pension and retirement benefits.

Significant Difficulties Encountered during the Audit

We encountered no significant difficulties in dealing with management relating to the performance of the audit.

Uncorrected and Corrected Misstatements

For purposes of this communication, professional standards require us to accumulate all known and likely misstatements identified during the audit, other than those that we believe are trivial, and communicate them to the appropriate level of management. Further, professional standards require us to also communicate the effect of uncorrected misstatements related to prior periods on the relevant classes of transactions, account balances or disclosures, and the financial statements as a whole and each applicable opinion unit. Uncorrected misstatements or matters underlying those uncorrected misstatements could potentially cause future-period financial statements to be materially misstated, even though the uncorrected misstatements are immaterial to the financial statements currently under audit. There were no uncorrected or corrected misstatements identified as a result of our audit procedures.

Disagreements with Management

For purposes of this letter, professional standards define a disagreement with management as a matter, whether or not resolved to our satisfaction, concerning a financial accounting, reporting, or auditing matter, which could be significant to the City's financial statements or the auditor's report. No such disagreements arose during the course of the audit.

Circumstances that Affect the Form and Content of the Auditor's Report

For purposes of this letter, professional standards require that we communicate any circumstances that affect the form and content of our auditor's report. We included an additional emphasis of matter paragraph to our report to draw attention to the fact the financial statements were prepared using the cash receipts and disbursements basis of accounting.

Representations Requested from Management

We have requested certain written representations from management which are included in the management representation letter dated November 4, 2025.

Management's Consultations with Other Accountants

In some cases, management may decide to consult with other accountants about auditing and accounting matters. Management informed us that, and to our knowledge, there were no consultations with other accountants regarding auditing and accounting matters.

Other Significant Matters, Findings, or Issues

In the normal course of our professional association with the City we generally discuss a variety of matters, including the application of accounting principles and auditing standards, significant events or transactions that occurred during the year, operating and regulatory conditions affecting the entity, and operational plans and strategies that may affect the risks of material misstatement. None of the matters discussed resulted in a condition to our retention as the City's auditors.

Other Information in Documents Containing Audited Financial Statements

Pursuant to professional standards, our responsibility as auditors for other information, whether financial or nonfinancial, included in the City's Financial Statements, does not extend beyond the financial information identified in the audit report, and we are not required to perform any procedures to corroborate such other information. However, in accordance with such standards, our responsibility is to read the other information and consider whether a material inconsistency exists between the other information and the basic financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

Our responsibility also includes communicating to you any information which we believe is a material misstatement of fact. Nothing has come to our attention that caused us to believe that such information, or its manner of presentation, is materially inconsistent with the information, or manner of its presentation, appearing in the financial statements.

This report is intended solely for the information and use of the Mayor, City Council, and management of the City and is not intended to be, and should not be, used by anyone other than these specified parties.

A handwritten signature in cursive script that reads "Eide Bailly LLP".

Dubuque, Iowa

Governmental Auditing Standards Information
June 30, 2025

City of Clive, Iowa

Independent Auditor’s Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with <i>Government Auditing Standards</i>	1
Schedule of Findings and Questioned Costs	3



**Independent Auditor's Report on Internal Control over Financial Reporting and on
Compliance and Other Matters Based on an Audit of Financial Statements
Performed in Accordance with *Government Auditing Standards***

To the Honorable Mayor and Members of the City Council
City of Clive, Iowa

We have audited in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States (*Government Auditing Standards*), the financial statements of the governmental activities, the business-type activities, each major fund and the aggregate remaining fund information of the City of Clive, Iowa (City), as of and for the year ended June 30, 2025, and the related notes to financial statements, which collectively comprise the City's basic financial statements, and have issued our report thereon dated November 4, 2025. Our report expressed unmodified opinions on the financial statements which were prepared on the basis of cash receipts and disbursements, a basis of accounting other than accounting principles generally accepted in the United States of America.

Report on Internal Control over Financial Reporting

In planning and performing our audit of the financial statements, we considered the City's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, we do not express an opinion on the effectiveness of the City's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses or significant deficiencies may exist that have not been identified.

Report on Compliance and Other Matters

As part of obtaining reasonable assurance about whether the City's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*. However, we noted a certain immaterial instance of noncompliance or other matter which is disclosed in Part IV of the accompanying schedule of findings and questioned costs.

Comments involving statutory and other legal matters about the City's operations for the year ended June 30, 2025, are based exclusively on knowledge obtained from procedures performed during our audit of the financial statements of the City and are reported in Part IV of the accompanying schedule of findings and questioned costs. Since our audit was based on tests and samples, not all transactions that might have had an impact on the comments were necessarily audited. The comments involving statutory and other legal matters are not intended to constitute legal interpretations of those statutes.

City's Responses to Findings

Government Auditing Standards requires the auditor to perform limited procedures on the City's responses to the findings identified in our audit and described in the accompanying schedule of findings and questioned costs. The City's responses were not subjected to the other auditing procedures applied in the audit of the financial statements and, accordingly, we express no opinion on the responses.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

A handwritten signature in cursive script that reads "Eide Bailly LLP".

Dubuque, Iowa
November 4, 2025

Part I: Summary of the Independent Auditor's Results:

Nothing to report as of the financial statement date. Summary will be reported at a later date.

Part II: Findings Related to the Financial Statements:

There were no findings to report.

Part III: Findings and Questioned Costs for Federal Awards:

Nothing to report as of the financial statement date. Federal findings will be reported at a later date, if applicable.

Part IV: Other Findings Related to Statutory Reporting:

- 2025-IA-A Certified Budget** – Disbursements during year ended June 30, 2025 did not exceed the amounts budgeted.
- 2025-IA-B Questionable Disbursements** – We noted no disbursements that fail to meet the requirements of public purpose as defined in an Attorney General's opinion dated April 25, 1979.
- 2025-IA-C Travel Expense** – No disbursements of City money for travel expenses of spouses of City officials or employees were noted.
- 2025-IA-D Business Transactions** – We noted no business transactions between the City and City officials or employees.
- 2025-IA-E Restricted Donor Activity** – No transactions were noted between the City and City officials, City employees, and restricted donors in compliance with Chapter 68B of the Code of Iowa.
- 2025-IA-F Bond Coverage** – Surety bond coverage of City officials and employees is in accordance with statutory provisions. The amount of coverage should be reviewed annually to ensure that the coverage is adequate for current operations.
- 2025-IA-G Council Minutes** – No transactions were found that we believe should have been approved in the Council minutes but were not.
- 2025-IA-H Deposits and Investments** – No instances of noncompliance with the deposit and investment provisions of Chapters 12B and 12C of the Code of Iowa and the City's investment policy were noted.

Part IV: Other Findings Related to Required Statutory Reporting (continued):

2025-IA-I Annual Urban Renewal Report: The annual urban renewal report was properly approved and certified to the Iowa Department of Management on or before December 1. However, we noted an instance in which TIF debt balances did not reconcile with City records.

Recommendation: The City should implement additional preparation and review procedures relating to the Annual Urban Renewal Report.

Views of Responsible Officials: The City will decertify the appropriate amount to reconcile the records.

2025-IA-J Tax Increment Financing – The Special Revenue Tax Increment Financing Fund properly disbursed payments for TIF loans and rebates. Also, the City properly completed the Tax Increment Debt Certificate forms to request TIF property taxes.

Financial Statements
June 30, 2025

City of Clive, Iowa

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Name	Title	Term Expires
John Edwards	Mayor	December 2025
Breanne Hocker	Council Member	December 2025
Eric Klein	Council Member	December 2025
Ted Weaver	Council Member	December 2027
Michael McCoy	Council Member	December 2025
Susan Judkins	Council Member	December 2027
Matt McQuillen	City Manager	Indefinite
Peter De Kock	Assistant City Manager	Indefinite
Matthew Graham	City Clerk	Indefinite
Elizabeth Hansen	Director of Administrative Services	Indefinite
Kristina Stanger	Attorney	Indefinite
Neal Westin	Assistant City Attorney	Indefinite
Richard Brown	Leisure Services Director	Indefinite
Doug Ollendike	Community Development Director	Indefinite
Jeff May	Public Works Director	Indefinite
Mark Rehberg	Police Chief	Indefinite
Clay Garcia	Fire Chief	Indefinite



Independent Auditor's Report

To the Honorable Mayor and Members of the City Council
City of Clive, Iowa

Report on the Audit of the Financial Statements

Opinions

We have audited the cash basis financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City of Clive, Iowa (City) as of and for the year ended June 30, 2025, and the related notes to the financial statements, which collectively comprise the City's basic financial statements as listed in the table of contents.

In our opinion, the accompanying financial statements referred to above present fairly, in all material respects, the respective cash basis financial position of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City of Clive, Iowa, as of June 30, 2025, and the respective changes in cash basis financial position, for the year then ended in accordance with the cash basis of accounting described in Note 1 to the financial statements.

Basis for Opinions

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (GAAS) and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States (*Government Auditing Standards*). Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the City and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Emphasis of Matter – Basis of Accounting

We draw attention to Note 1 of the financial statements, which describes the basis of accounting. The financial statements are prepared on the cash basis of accounting, which is a basis of accounting other than accounting principles generally accepted in the United States of America. Our opinions are not modified with respect to this matter.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with the cash basis of accounting described in Note 1, and for determining that the cash basis of accounting is an acceptable basis for the preparation of the financial statements in the circumstances. Management is also responsible for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS and *Government Auditing Standards*, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the City's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Supplementary Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the City's basic financial statements. We previously audited, in accordance with the standards referred to in the "Auditor's Responsibilities for the Audit of the Financial Statements" section of this report, the financial statements for the years ended June 30, 2020 through 2024 (which are not presented herein) and expressed unmodified opinions on those financial statements which were prepared on the basis of cash receipts and disbursements. The financial statements for the four years ended June 30, 2019 (which are not presented herein) were audited by other auditors whose report dated December 6, 2019, stated that they expressed unmodified opinions on those financial statements which were prepared on the basis of cash receipts and disbursements. The supplementary information included in schedules 4 through 8 are presented for purposes of additional analysis and is not a required part of the basic financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. The information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with GAAS. In our opinion, the supplementary information included in schedules 4 through 8 are fairly stated, in all material respects, in relation to the basic financial statements as a whole on the basis of accounting described in Note 1.

Other Information

Management is responsible for the other information included in the annual report. The other information comprises the list of officials, Management's Discussion and Analysis, and other information as identified in the table of contents, but does not include the basic financial statements and our auditor's report thereon. Our opinions on the basic financial statements do not cover the other information, and we do not express an opinion or any form of assurance thereon.

In connection with our audit of the basic financial statements, our responsibility is to read the other information and consider whether a material inconsistency exists between the other information and the basic financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated November 4, 2025, on our consideration of the City's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the City's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the City's internal control over financial reporting and compliance.

A handwritten signature in black ink that reads "Eide Bailly LLP". The signature is written in a cursive, flowing style.

Dubuque, Iowa
November 4, 2025

The City of Clive provides this Management's Discussion and Analysis of its financial statements. This narrative overview and analysis of the financial activities is for the fiscal year ended June 30, 2025. We encourage readers to consider this information in conjunction with the City's financial statements, which follow.

This discussion and analysis is intended to be an easily readable analysis of the City's financial activities based on currently known facts, decisions or conditions. This analysis focuses on current year's activities and should be read in conjunction with the audited financial statements.

2025 Financial Highlights

Receipts of the City's governmental activities increased 0% or \$47,712 from fiscal year 2024 to fiscal year 2025. Property tax revenue increased by \$538,106 due to growth in assessed property valuation and Tax Increment valuation released to the General Fund. Tax Increment Financing increased by \$281,013 due to an increase in taxable value. Capital contributions increased by \$947,302 due to increased interest, and grants and donations received from the previous year. Bond proceeds decreased by \$930,211 due to a reduction in the amount requested for the two borrowings in FY24 versus FY25.

Disbursements of the City's governmental activities increased 19%, or \$8,304,313 from fiscal year 2024 to fiscal year 2025. In fiscal year 2025, Capital Project expenditures increased \$6,351,011. Disbursements of the governmental activities relating to Debt Service increased by \$516,306 due to the increase of long-term debt for the two bond issuance in FY25.

The City's total cash basis net position increased 5%, or \$3,413,858 from June 2024 to June 2025. Of this amount, the assets of the governmental activities increased \$3,179,469 and the assets of the business-type activities increased \$234,389.

Using This Annual Report

The annual report consists of a series of financial statements and other information as follows:

Management's Discussion and Analysis introduces the basic financial statements and provides an analytical overview of the City's financial activities.

The Government-wide Financial Statement consists of a Cash Basis Statement of Activities and Net Position. This statement provides information about the activities of the City as a whole and presents an overall view of the City's finances.

The Fund Financial Statements tell how governmental services were financed in the short term as well as what remains for future spending. Fund financial statements report the City's operations in more detail than the government-wide statement by providing information about the most significant funds.

Notes to Financial Statements provide additional information essential to a full understanding of the data provided in the basic financial statements.

Supplementary and Other Information further explains and supports the financial statements with a comparison of the City's budget for the year and provides detailed information about the nonmajor governmental funds.

Basis of Accounting

The City maintains its financial records on the basis of cash receipts and disbursements and the financial statements of the City are prepared on that basis. The cash basis of accounting does not give effect to accounts receivable, accounts payable and accrued items. Accordingly, the financial statements do not present financial position and results of operations of the funds in accordance with U.S. generally accepted accounting principles. Therefore, when reviewing the financial information and discussion within this annual report, readers should keep in mind the limitations resulting from the use of the cash basis of accounting.

Reporting the City's Financial Activities

Government-wide Financial Statement

One of the most important questions asked about the City's finances is, "Is the City as a whole better off or worse off as a result of the year's activities?" The Cash Basis Statement of Activities and Net Position reports information which helps answer the question.

The Cash Basis Statement of Activities and Net Position present the City's Net Position. Over time, increases or decreases in the City's Net Position may serve as a useful indicator of whether the financial position of the City is improving or deteriorating.

Governmental funds account for most of the City's basic services and are funded primarily through tax revenues. The City's proprietary funds account for the enterprise funds. Enterprise funds are used to report business-type activities.

The Cash Basis Statement of Activities and Net Position is divided into two kinds of activities - Governmental Activities and Business-type (Proprietary) Activities.

Governmental Activities include:

Public Safety – includes police operations, civil service, emergency management, fire protection, ambulance service and building inspections.

Public Works – includes roads, sidewalks, equipment, street lighting, traffic safety and snow removal.

Health and Social Services – includes water, air, and mosquito control.

Culture and Recreation – includes library services, parks and recreation and golf course.

Community and Economic Development – includes community betterment, economic development and planning and zoning.

General Government – includes mayor, city council, city manager, city clerk, elections, legal services, city hall, insurance and general administration.

Debt Service – includes general obligation and tax increment financing debt.

Capital Projects – includes sidewalks, right-of-way acquisition, street improvements, city service facilities, storm water, and park improvement projects.

The required financial statements for governmental funds include a Statement of Cash Receipts, Disbursements, and Changes in Cash Balances.

Business-type Activities include the water utility, sewer utility, and a storm water utility.

The required financial statements for proprietary funds include a statement of cash receipts, disbursements, and changes in cash balances.

Governmental Activities

For the year ended June 30, 2025, the City's governmental activities were funded as follows:

Receipts of the City's governmental activities increased 0% or \$47,712 from fiscal year 2024 to fiscal year 2025. Property tax revenue increased by \$538,106 due to growth in assessed property valuation and Tax Increment valuation released to the General Fund. Tax Increment Financing increased by \$281,013 due to an increase in taxable value. Hotel/Motel tax increased by \$67,120. Capital contributions increased by \$947,302 due to increased interest, and grants and donations received from the previous year. Bond proceeds decreased by \$930,211 due to a reduction in the amount requested for the two borrowings in FY24 versus FY25. Unrestricted interest on investments decreased \$983,010 due to market fluctuations.

Disbursements of the City's governmental activities increased 19%, or \$8,304,313 from fiscal year 2024 to fiscal year 2025. In fiscal year 2025 Capital Project Fund expenditures increased \$6,351,011 due to breaking ground on a couple of large capital projects, such as the greenbelt landing project and linnan park improvements.

Changes in Cash Basis Net Position of Governmental Activities

	Year Ended June 30,	
	2025	2024
Program Receipts		
Charges for service	\$ 3,542,208	\$ 3,799,607
Operating grants and contributions	3,755,433	3,369,303
Capital grants and contributions	2,978,927	2,031,625
General Receipts		
Property tax	18,797,969	18,259,863
Tax increment financing	1,854,404	1,573,391
Commercial/industrial replacement	481,985	387,121
Hotel/motel tax	988,821	921,701
Local option sales tax	4,102,308	4,090,085
Utility franchise fees	1,277,410	1,262,840
Unrestricted interest on investments	2,554,751	3,537,761
Bond proceeds, net	9,523,991	10,454,202
Miscellaneous	-	101,766
Sale of capital assets	148,817	170,047
Total receipts	50,007,024	49,959,312
Program Disbursements		
Public safety	10,599,847	9,840,035
Public works	4,988,559	4,913,954
Health and social services	16,090	27,734
Culture and recreation	5,306,658	5,247,446
Community and economic development	1,475,847	1,512,817
General government	4,881,593	4,289,612
Debt service	5,736,497	5,220,191
Capital projects	18,933,857	12,582,846
Total disbursements	51,938,948	43,634,635
Change in Cash Basis Net Position Before Transfers	(1,931,924)	6,324,677
Transfers, Net	5,111,393	3,981,584
Change in Cash Basis Net Position	3,179,469	10,306,261
Cash Basis Net Position Beginning of Year	57,580,698	47,274,437
Cash Basis Net Position End of Year	\$ 60,760,167	\$ 57,580,698

Business-type Activities

For the year ended June 30, 2025, the City's business-type activities receipts and disbursements were as follows:

		Year Ended June 30,	
		2025	2024
Receipts			
Program receipts			
Charges for service			
Water	\$ 6,267,615	\$ 6,581,718	
Sewer utility	3,775,518	3,729,310	
Storm water	1,791,945	1,794,659	
Water utility deposits	43,230	44,690	
General receipts			
Miscellaneous	156,196	287,046	
Use of money and property	922,246	-	
Total receipts	12,956,750	12,437,423	
Program Disbursements			
Water	4,334,430	4,093,821	
Sewer utility	2,462,524	2,217,167	
Storm Water	776,994	514,639	
Water utility deposits	37,020	71,509	
Total program disbursements	7,610,968	6,897,136	
Change in Cash Basis Net Position Before Transfers	5,345,782	5,540,287	
Transfers, Net	(5,111,393)	(3,981,584)	
Change in Cash Basis Net Position	234,389	1,558,703	
Cash Basis Net Position Beginning of Year	17,399,825	15,841,122	
Cash Basis Net Position End of Year	\$ 17,634,214	\$ 17,399,825	

Receipts of the City's business-type activities increased 4% or \$519,327 from fiscal year 2024 to fiscal year 2025. Charges for Services of the enterprise funds were steady from year to year.

Disbursements for business-type activities increased by 10% or \$713,832. The increase is largely due to Des Moines Water Works' increase in rates and growth.

As of June 30, 2025, the City had cash balances on hand of \$60,760,167 in governmental fund types and \$17,634,214 in enterprise funds. The governmental fund type increased by \$3,179,469 and enterprise funds increased by \$234,389, respectively, during fiscal year 2024-2025.

- The General Fund cash balance decreased \$1,121,093 from the prior year to \$11,065,332. The decrease is due to the fire engine transfer into a replacement fund and the decrease in interest rates.
- The Special Revenue Fund, Urban Renewal Tax Increment Fund was established to account for major urban renewal projects. This fund balance is required to be used for tax increment-funded projects.
- The Debt Service Fund cash balance decreased by \$598,014 to \$985,886.
- The Capital Projects fund cash fund balance increased by \$4,285,087 due to the issuance of bonds in FY25 to finance the Capital Improvement Projects as approved.
- Nonmajor governmental fund balances increased \$28,998 to \$5,223,804. The majority of the increase is the result of expenses for employee benefits coming in lower than budgeted and higher than anticipated Road Use Tax revenue received.

Individual Major Enterprise Fund Analysis

- The Enterprise, Water Fund cash balance increased from \$9,517,501 to \$9,734,931. The increase in expenses is attributed to the inflationary cost of goods, the increase in salaries and benefits, and to cover capital project expenses.
- The Enterprise, Sewer Utility Fund cash balance increased from \$7,010,104 to \$7,317,625. The increase in expenses is attributed to the inflationary cost of goods, the increase in salaries and benefits, and to cover capital project expenses.
- The Enterprise, Nonmajor cash balance decreased from \$872,220 to \$581,658. Although there was a rate increase for Stormwater, there was a substantial increase in planned capital investment in Stormwater activities.

Budgetary Highlights

Over the course of the year, the City amended its budget two times. The amendments were largely to adjust for salaries and benefits, debt service payments, unexpected revenues, and capital projects.

For the year ended June 30, 2025, total actual receipts were \$54,055 over the final budget and total actual disbursements were \$24,916,336 under the final budget. The large difference between budgeted and actual expenditures occurred due to underestimating the need for capital projects to progress as anticipated.

Debt Outstanding

At June 30, 2025, the City had \$49,485,000 of general obligation bonds outstanding compared to \$44,605,000 of bonds at the end of last year for governmental and business-type activities.

The Constitution of the State of Iowa limits the amount of general obligation debt that cities can issue to 5 percent of the assessed value of all taxable property within the City's corporate limits. The City's outstanding general obligation debt of \$49,485,000 plus its tax increment financing rebate agreements of approximately \$965,000 is well below the City's \$147,755,668 legal debt limit.

More detailed information about the City's long-term liabilities is presented in Note 3 to the financial statements.

Economic Factors

While property taxes are important to the City, they represent approximately 38% of revenue sources excluding other financing sources. TIF revenues comprise 4% of total revenues. Charges for services comprise 7% of total revenues. The City continues to grow and add residential housing at a steady pace. This has added to the property tax base and increased the number of utility customers in the community.

Next Year's Budget and Rates

For the year ending June 30, 2026, the City will complete the City Hall /Library Renovation Project, complete construction of the Greenbelt Landing Project, complete construction of the Linnan Park Improvements, and continue working on the Alice's Road Reconstruction projects. The total cost of projects for FY26 is approximately \$37 million. The City will perform the annual review of the Capital Improvement Plan. All plans will require the City Council to balance the growth of the community with an appropriate tax levy and charges for services. These projects will be financed with a combination of revenue and general obligation bonds. The City had a corporate tax levy of \$10.14 in 2024. The Fiscal Year 2025 and 2026 total corporate tax levies were reduced to \$9.92.

Financial Contact

This financial report is designed to provide our citizens, taxpayers, customers, and creditors with a general overview of the City's finances and to show the City's accountability for the money it receives. If you have any questions about this report or need additional financial information, contact Elizabeth Hansen, 1900 NW 114th St., Clive, Iowa 50325.

Elizabeth Hansen
Director of Administrative Services

Basic Financial Statements
June 30, 2025
City of Clive, Iowa

City of Clive, Iowa

Exhibit A – Statement of Activities and Net Position – Cash Basis
As of and for the Year Ended June 30, 2025

		Net (Disbursements) Receipts and			
		Program Receipts		Changes in Cash Basis Net Position	

City of Clive, Iowa

Exhibit B – Statement of Cash Receipts, Disbursements, and Changes in Cash Balances
Governmental Funds
As of and for the Year Ended June 30, 2025

	Special Revenue						
	General	Urban Renewal Tax Increment	Local Option Sales Tax	Debt Service	Capital Projects	Nonmajor Governmental Funds	Total
Receipts							
Property tax	\$ 13,210,360	\$ -	\$ -	\$ 2,879,244	\$ -	\$ 2,708,365	\$ 18,797,969
Tax increment financing	-	1,854,404	-	-	-	-	1,854,404
Other City tax	2,266,231	-	4,102,308	-	-	-	6,368,539
Licenses and permits	582,628	-	-	-	-	-	582,628
Use of money and property	807,105	53,769	-	132,365	1,732,150	-	2,725,389
Intergovernmental	422,378	-	-	68,944	2,101,923	2,746,288	5,339,533
Charges for service	2,890,453	-	-	-	-	11,848	2,902,301
Miscellaneous	732,388	-	-	-	877,004	154,061	1,763,453
Total receipts	20,911,543	1,908,173	4,102,308	3,080,553	4,711,077	5,620,562	40,334,216
Disbursements							
Current							
Public safety	9,241,187	-	-	-	-	1,358,660	10,599,847
Public works	3,146,645	-	-	-	-	1,841,914	4,988,559
Health and social services	16,090	-	-	-	-	-	16,090
Culture and recreation	5,002,848	-	-	-	-	303,810	5,306,658
Community and economic development	1,009,254	344,835	-	-	-	121,758	1,475,847
General government	3,477,434	-	-	-	-	1,008,048	4,485,482
Debt service							
Principal	-	-	-	4,036,000	-	-	4,036,000
Interest and fiscal charges	-	-	-	1,700,497	-	-	1,700,497
Capital projects	-	-	-	-	17,154,697	-	17,154,697
Total disbursements	21,893,458	344,835	-	5,736,497	17,154,697	4,634,190	49,763,677
Excess (Deficiency) of Receipts Over (Under) Disbursements	(981,915)	1,563,338	4,102,308	(2,655,944)	(12,443,620)	986,372	(9,429,461)
Other Financing Sources (Uses)							
Bond proceeds	87,059	-	-	-	8,862,941	-	8,950,000
Premium on bonds sold	-	-	-	-	573,991	-	573,991
Sale of capital assets	4,665	-	-	-	-	-	4,665
Transfers in	5,801,452	15,143	-	2,057,930	9,884,993	236,357	17,995,875
Transfers out	(6,032,354)	(1,256,269)	(3,827,840)	-	(2,593,218)	(1,193,731)	(14,903,412)
Total other financing sources (uses)	(139,178)	(1,241,126)	(3,827,840)	2,057,930	16,728,707	(957,374)	12,621,119
Net Change in Cash Balances	(1,121,093)	322,212	274,468	(598,014)	4,285,087	28,998	3,191,658
Cash Balances Beginning of Year	12,186,425	270,372	652,085	1,583,900	36,369,518	5,194,806	56,257,106
Cash Balances End of Year	\$ 11,065,332	\$ 592,584	\$ 926,553	\$ 985,886	\$ 40,654,605	\$ 5,223,804	\$ 59,448,764
Cash Basis Fund Balances							
Restricted							
Debt service	\$ -	\$ -	\$ -	\$ 985,886	\$ -	\$ -	\$ 985,886
Urban renewal	-	592,584	-	-	-	-	592,584
Streets	-	-	-	-	-	1,784,493	1,784,493
Capital projects	-	-	-	-	40,654,605	-	40,654,605
Other purposes	-	-	926,553	-	-	3,439,311	4,365,864
Assigned - public art maintenance	21,102	-	-	-	-	-	21,102
Unassigned	11,044,230	-	-	-	-	-	11,044,230
Total cash basis fund balances	\$ 11,065,332	\$ 592,584	\$ 926,553	\$ 985,886	\$ 40,654,605	\$ 5,223,804	\$ 59,448,764

Total Governmental Funds Cash Balances	\$ 59,448,764
Amounts Reported for Governmental Activities in the Statement of Activities and Net Position - Cash Basis are Different Because:	
The Internal Service Funds are used by management to charge the costs of partial self funding of deductibles, equipment replacement, flex spending, and insurance. The assets of the Internal Service Funds are included in governmental activities in the Statement of Activities and Net Position - Cash Basis	<u>1,311,403</u>
Cash Basis Net Position of Governmental Activities	<u>\$ 60,760,167</u>
Change in Cash Balances	\$ 3,191,658
Amounts Reported for Governmental Activities in the Statement of Activities and Net Position - Cash Basis are Different Because:	
The Internal Service Fund are used by management to charge the costs of self funding of deductibles, equipment replacement, flex spending, and insurance. The change in cash balances of the Internal Service Fund are reported with governmental activities in the Statement of Activities and Net Position - Cash Basis	<u>(12,189)</u>
Change in Cash Basis Net Position of Governmental Activities	<u>\$ 3,179,469</u>

City of Clive, Iowa

Exhibit D – Statement of Cash Receipts, Disbursements, and Changes in Cash Balances

Proprietary Funds

As of and for the Year Ended June 30, 2025

	Enterprise Funds				Governmental Activities
	Water	Sewer	Nonmajor	Total	Internal Service Funds
Operating Receipts					
Charges for service	\$ 6,267,615	\$ 3,775,518	\$ 1,835,175	\$ 11,878,308	\$ 2,478,690
Use of money and property	505,125	373,461	43,660	922,246	2,230
Miscellaneous	61,209	94,987	-	156,196	149,738
Total operating receipts	6,833,949	4,243,966	1,878,835	12,956,750	2,630,658
Operating Disbursements					
Business-type activities					
Salaries and wages	402,338	328,567	373,689	1,104,594	-
Employee benefits and costs	161,185	134,593	113,672	409,450	-
Staff development	6,176	5,602	8,261	20,039	-
Repair, maintenance, and utilities	42,354	32,082	59,891	134,327	-
Contractual services	3,407,926	1,947,628	237,485	5,593,039	2,881,510
Commodities	84,506	7,491	10,256	102,253	-
Total operating disbursements	4,104,485	2,455,963	803,254	7,363,702	2,881,510
Operating income (loss)	2,729,464	1,788,003	1,075,581	5,593,048	(250,852)
Non-Operating Receipts (Disbursements)					
Debt service	(37,500)	-	-	(37,500)	-
Capital outlay	(192,445)	(6,561)	(10,760)	(209,766)	(1,924,419)
Sale of capital assets	-	-	-	-	144,152
Net non-operating receipts (disbursements)	(229,945)	(6,561)	(10,760)	(247,266)	(1,780,267)
Excess (Deficiency) of Receipts Over (Under) Disbursements	2,499,519	1,781,442	1,064,821	5,345,782	(2,031,119)
Transfers In	-	-	-	-	2,018,930
Transfers Out	(2,282,089)	(1,473,921)	(1,355,383)	(5,111,393)	-
Net Change in Cash Balances	217,430	307,521	(290,562)	234,389	(12,189)
Cash Balances Beginning of Year	9,517,501	7,010,104	872,220	17,399,825	1,323,592
Cash Balances End of Year	\$ 9,734,931	\$ 7,317,625	\$ 581,658	\$ 17,634,214	\$ 1,311,403
Cash Basis Fund Balances					
Unrestricted	\$ 9,734,931	\$ 7,317,625	\$ 581,658	\$ 17,634,214	\$ 1,311,403

Note 1 - Significant Accounting Policies

The City of Clive (the City) is a political subdivision of the State of Iowa located in Polk and Dallas Counties. It was first incorporated in 1956 and operates under the Home Rule provisions of the Constitution of Iowa. The City operates under the Mayor-Council form of government with the Mayor and Council Members elected on a non-partisan basis. The City provides numerous services to citizens, including public safety, public works, health and social services, culture and recreation, community and economic development, and general government services. The City also provides water, sewer, and storm sewer utilities for its citizens.

Reporting Entity

For financial reporting purposes, the City of Clive, Iowa, has included all funds, organizations, agencies, boards, commissions, and authorities. The City has also considered all potential component units for which it is financially accountable, and other organizations for which the nature and significance of their relationship with the City are such that exclusion would cause the City's financial statements to be misleading or incomplete. The Governmental Accounting Standards Board has set forth criteria to be considered in determining financial accountability. These criteria include appointing a voting majority of an organization's governing body, and (1) the ability of the City to impose its will on that organization or (2) the potential for the organization to provide specific benefits to or impose specific financial burdens on the City. The City has no component units which meet the Governmental Accounting Standards Board criteria.

Jointly Governed Organizations

The City participates in several jointly governed organizations that provide goods or services to the citizenry of the City but do not meet the criteria of a joint venture since there is no ongoing financial interest or responsibility by the participating governments. City officials are members of Metro Waste Authority, Des Moines Area Regional Transit Authority, Metropolitan Planning Organization, Greater Des Moines Convention & Visitors Bureau, Bravo Greater Des Moines, Inc., Central Iowa Traffic Safety Task Force, Walnut Creek Watershed Management Authority, Polk County E911 Service Board and Polk County Emergency Management Commission.

Joint Venture

The City participates in a joint venture that provides goods and services to the citizenry of the City and meets the criteria of a joint venture because there is an ongoing financial interest or responsibility by the participating governments. The City is a member of the following joint venture: Des Moines Metropolitan Wastewater Reclamation Authority (Note 4).

Basis of Presentation

Government-wide Financial Statement

The Cash Basis Statement of Activities and Net Position reports information on all of the nonfiduciary activities of the City. For the most part, the effect of interfund activity has been removed from this statement. Governmental activities, which are supported by tax and intergovernmental revenues, are reported separately from business-type activities, which rely to a significant extent on fees and charges for service.

The Cash Basis Statement of Activities and Net Position presents the City's nonfiduciary Net Position. Net Position is reported in the following two categories:

Restricted net position results when constraints placed on the use of cash balances are either externally imposed or imposed by law through constitutional provisions or enabling legislation.

Unrestricted net position consists of cash balances not meeting the definition of the preceding category. Unrestricted net position often has constraints on cash balances imposed by management, which can be removed or modified.

The Cash Basis Statement of Activities and Net Position demonstrates the degree to which the direct disbursements of a given function are offset by program receipts. Direct disbursements are those clearly identifiable with a specific function. Program receipts include 1) charges to customers or applicants who purchase, use, or directly benefit from goods, services, or privileges provided by a given function and 2) grants, contributions, and interest on investments restricted to meeting the operational or capital requirements of a particular function. Property tax and other items not properly included among program receipts are reported instead as general receipts.

Fund Financial Statements

Separate financial statements are provided for governmental funds and proprietary funds. Major individual governmental funds and major individual enterprise funds are reported as separate columns in the fund financial statements. All remaining governmental and proprietary funds are aggregated and reported as nonmajor governmental and proprietary funds.

The City reports the following major governmental funds:

General Fund

The General Fund is the general operating fund of the City. All general tax receipts from general and emergency levies and other receipts not allocated by law or contractual agreement to some other fund are accounted for in this fund. From the fund are paid the general operating disbursements, the fixed charges, and the capital improvement costs not paid from other funds.

Special Revenue

The Urban Renewal Tax Increment Fund is used to account for tax increment financing collections and the repayment of tax increment financing indebtedness.

The Local Option Sales Tax Fund is used to account for the City's portion of the elected 1% sales tax. Receipts are used for capital projects and property tax relief.

Capital Project

The Capital Projects Fund is utilized to account for all resources used in the acquisition and construction of capital facilities with the exception of those that are financed through enterprise funds.

Debt Service

The Debt Service Fund is utilized to account for property tax and other receipts to be used for the payment of interest and principal on the City's general long-term debt.

The City reports the following major proprietary funds:

Water Fund

The Enterprise, Water Fund accounts for the operation and maintenance of the City's water system.

Sewer Fund

The Enterprise, Sewer Fund accounts for the operation and maintenance of the City's wastewater treatment and sanitary sewer system.

The City also reports the following additional funds:

Internal Service Funds are utilized to account for the financing of goods or services purchased by one department of the City and provided to other departments or agencies on a cost reimbursement basis. These are composed of the Equipment Replacement Fund, the Self-Funding Insurance Fund, the Flex Spending Fund, and the General Insurance Fund. These proprietary funds are reported with governmental activities in the Statement of Activities and Net Position – Cash Basis.

Measurement Focus and Basis of Accounting

The City maintains its financial records on the cash basis of accounting and the financial statements of the City are prepared on that basis. The cash basis of accounting does not give effect to accounts receivable, accounts payable, and accrued items. Accordingly, the financial statements do not present financial position and results of operations of the funds in accordance with accounting principles generally accepted in the United States of America.

Under the terms of grant agreements, the City funds certain programs by a combination of specific cost-reimbursement grants, categorical block grants and general receipts. Thus, when program disbursements are paid, there are both restricted and unrestricted cash basis net position available to finance the program. It is the City's policy to first apply cost-reimbursement grant resources to such programs, followed by categorical block grants and then by general receipts.

When a disbursement in governmental funds can be paid using either restricted or unrestricted resources, the City's policy is generally to first apply the disbursement toward restricted fund balance and then to less-restrictive classifications, assigned and then unassigned fund balances.

Proprietary funds distinguish operating receipts and disbursements from non-operating items. Operating receipts and disbursements generally result from providing services and producing and delivering goods in connection with a proprietary fund's principal ongoing operations. All receipts and disbursements not meeting this definition are reported as non-operating receipts and disbursements.

Governmental Cash Basis Fund Balances

In the governmental fund financial statements, cash basis fund balances are classified as follows:

Restricted: Amounts restricted to specific purposes when constraints placed on the use of the resources are either externally imposed by creditors, grantors, or state or federal laws or are imposed by law through constitutional provisions or enabling legislation.

Assigned: Amounts the City Council intends to use for specific purposes.

Unassigned: All amounts not included in the preceding classifications.

Budgets and Budgetary Accounting

The budgetary comparison and related disclosures are reported as Other Information. During the year ended June 30, 2025, disbursements did not exceed the amounts budgeted.

Note 2 - Cash and Investments

The City's deposits in banks at June 30, 2025, were entirely covered by federal depository insurance by the State Sinking Fund in accordance with Chapter 12C of the Code of Iowa. This chapter provides for additional assessments against the depositories to insure there will be no loss of public funds.

The City is authorized by statute to invest public funds in obligations of the United States government, its agencies and instrumentalities; certificates of deposit or other evidences of deposit at federally insured depository institutions approved by the City Council; prime eligible bankers acceptances; certain high rated commercial paper; perfected repurchase agreements; certain registered open-end management investment companies; certain joint investment trusts; and warrants or improvement certificates of a drainage district.

Interest Rate Risk

The City's investment policy limits the investment of operating funds (funds expected to be expended in the current budget year or within 15 months of receipt) to instruments that mature within 397 days. Funds not identified as operating funds may be invested in investments with maturities longer than 397 days, but the maturities shall be consistent with the needs and use of the City.

Due to legal and budgetary reasons, the General Fund is assigned a portion of the investment earnings associated with other funds.

Note 3 - Long-Term Debt

The following is a summary of the changes in the outstanding long-term debt of the City for the year ended June 30, 2025:

	Balance Beginning of Year	Issued	Redeemed	Balance End of Year	Due Within One Year
Governmental Activities					
General obligation bonds	\$ 44,535,000	\$ 8,950,000	\$ 4,036,000	\$ 49,449,000	\$ 4,309,000
Business-Type Activities					
General obligation bonds	70,000	-	34,000	36,000	36,000
Total	<u>\$ 44,605,000</u>	<u>\$ 8,950,000</u>	<u>\$ 4,070,000</u>	<u>\$ 49,485,000</u>	<u>\$ 4,345,000</u>

Annual debt service requirements to maturity for general obligation bonds are as follows:

Years Ending June 30,	Governmental Activities		Business-Type Activities		Total	
	General		General			
	Obligation Bonds		Obligation Bonds			
	Principal	Interest	Principal	Interest	Principal	Interest
2026	\$ 4,309,000	\$ 1,868,489	\$ 36,000	\$ 1,800	\$ 4,345,000	\$ 1,870,289
2027	3,930,000	1,660,407	-	-	3,930,000	1,660,407
2028	4,165,000	1,481,822	-	-	4,165,000	1,481,822
2029	4,140,000	1,301,712	-	-	4,140,000	1,301,712
2030	4,090,000	1,123,487	-	-	4,090,000	1,123,487
2031-2035	17,390,000	3,406,932	-	-	17,390,000	3,406,932
2036-2040	10,560,000	938,763	-	-	10,560,000	938,763
Thereafter	865,000	88,200	-	-	865,000	88,200
	\$ 49,449,000	\$ 11,869,812	\$ 36,000	\$ 1,800	\$ 49,485,000	\$ 11,871,612

The City paid \$1,681,299 in interest on debt obligations for the year ended June 30, 2025. Total principal paid on debt for the year ended June 30, 2025 was \$4,070,000. Interest rates on debt obligations range from 1.30% to 6.00%.

Note 4 - Joint Venture and Commitments

The City is a participating community in the Des Moines Metropolitan Wastewater Reclamation Authority (WRA) joint venture. This joint venture provides primary and secondary treatment of sewer flows for the participating communities. The amended and Restated Agreement for the Des Moines Metropolitan Wastewater Reclamation Authority was effective July 1, 2004, with the second amended and restated agreement becoming effective on June 11, 2014. These agreements amended and restated the previous Integrated Community Area (I.C.A.) Agreement to provide continued operation, improvements and expansion. The WRA Agreement establishes an independent bonding authority for the WRA and provides a framework for additional communities to participate.

Annually, the WRA establishes an allocation to all participating communities based on operations, maintenance, debt service and reserve requirements. Allocations are based on wastewater reclamation facility flows and are adjusted prospectively for differences in budgeted flows and actual flows.

The City of Clive retains an ongoing financial responsibility to the WRA since it is obligated in some manner for the debts of the joint venture through the annual allocation. Although the debt of the WRA is to be paid solely and only from WRA revenues, the participating communities in the joint venture cannot withdraw from the joint venture while any of the bonds issued during the time the communities were a participating community are still outstanding. The WRA Sewer Revenue Bonds Series 2021A, 2015E, and 2024B include provisions that place the WRA debt service requirements on the same parity and rank as other debts of the participating communities.

In May of 2024, the WRA issued Sewer Revenue Bonds Series 2024B. In April of 2021, the WRA issued Sewer Revenue Bonds Series 2021A for the purpose of refunding Series 2013B. In May of 2015, the WRA issued Sewer Revenue Bonds Series 2015E for the purpose of refunding Series 2006A. The WRA Agreement requires the debt service of these bonds to be allocated to the participating communities based on the WRA flows of the core communities and expansion communities of each calendar year. As of June 30, 2025, the Series 2024B, 2021A, and Series 2015E bonds has a combined balance of \$71,905,000 and the City of Clive's estimated future allocation based on the WRA flows is currently \$2,821,537.

The WRA Agreement requires the debt service on all State Revolving Loans issued after July 1, 2004, to be allocated to the participating communities based on the WRA flow of the core communities and expansion communities each calendar year. As of June 30, 2025, the outstanding balance of State Revolving Loan issues totaled \$363,898,984 and the City of Clive's estimated future allocation is currently \$13,100,979.

The WRA Agreement does not provide for the determination of equity interest for the participating communities. Withdrawing from the joint venture is a forfeit of all reversionary interest and no compensation will be paid. The City retains a revisionary interest percentage in the net position of the WRA redeemable only in the event the WRA is dissolved. Since there is no specific and measurable equity interest in the WRA agreement, no investment in the joint venture has been reported to the City. During the year ended June 30, 2025, the City paid the WRA \$1,911,714 for operations, maintenance, equipment replacement and debt service payments.

The WRA issues separate financial statements that may be obtained at 3000 Vandalia Road, Des Moines, Iowa 50317-1346.

WRA Facility Cost Reimbursement Agreements

The Cities of Clive and West Des Moines are parties to the WRA Agreement dated February 19, 1979, which imposes costs on both entities as users of the Des Moines WRA Region Wastewater Treatment Plant and the sewer lines and facilities comprising the WRA system. The City of Clive has made certain portions of its sanitary sewer facilities connected to the WRA system available to the City of West Des Moines.

The City of West Des Moines is obligated to reimburse the City of Clive based upon their sewer usage. During the fiscal year ended June 30, 2025, the City of Clive received reimbursements of \$94,987.

Note 5 - Pension and Retirement Systems

Plan Description - IPERS membership is mandatory for employees of the City, except for those covered by another retirement system. Employees of the City are provided with pensions through a cost-sharing multiple employer defined benefit pension plan administered by Iowa Public Employees' Retirement System (IPERS). IPERS issues a stand-alone financial report which is available to the public by mail at 7401 Register Drive, P.O. Box 9117, Des Moines, Iowa 50306-9117 or at www.ipers.org.

IPERS benefits are established under Iowa Code chapter 97B and the administrative rules thereunder. Chapter 97B and the administrative rules are the official plan documents. The following brief description is provided for general informational purposes only. Refer to the plan documents for more information.

Pension Benefits – A Regular member may retire at normal retirement age and receive monthly benefits without an early-retirement reduction. Normal retirement age is age 65, any time after reaching age 62 with 20 or more years of covered employment or when the member's years of service plus the member's age at the last birthday equals or exceeds 88, whichever comes first. These qualifications must be met on the member's first month of entitlement to benefits. Members cannot begin receiving retirement benefits before age 55. The formula used to calculate a Regular member's monthly IPERS benefit includes:

- A multiplier based on years of service.
- The member's highest five-year average salary, except members with service before June 30, 2012, will use the highest three-year average salary as of that date if it is greater than the highest five-year average salary.

Protection occupation members may retire at normal retirement age, which is generally age 55 and may retire any time after reaching age 50 with 22 or more years of covered employment. The formula used to calculate a protection occupation member's monthly IPERS benefit includes:

- 60% of average salary after completion of 22 years of service, plus an additional 1.5% of average salary for years of service greater than 22 but not more than 30 years of service.
- The member's highest three-year average salary.

If a member retires before normal retirement age, the member's monthly retirement benefit will be permanently reduced by an early-retirement reduction. The early-retirement reduction is calculated differently for service earned before and after July 1, 2012. For service earned before July 1, 2012, the reduction is 0.25% for each month the member receives benefits before the member's earliest normal retirement age. For service earned on or after July 1, 2012, the reduction is 0.50% for each month the member receives benefits before age 65.

Generally, once a member selects a benefit option, a monthly benefit is calculated and remains the same for the rest of the member's lifetime. However, to combat the effects of inflation, retirees who began receiving benefits prior to July 1990 receive a guaranteed dividend with their regular November benefit payments.

Disability and Death Benefits - A vested member who is awarded federal Social Security disability or Railroad Retirement disability benefits is eligible to claim IPERS benefits regardless of age. Disability benefits are not reduced for early retirement. If a member dies before retirement, the member's beneficiary will receive a lifetime annuity or a lump-sum payment equal to the present actuarial value of the member's accrued benefit or calculated with a set formula, whichever is greater. When a member dies after retirement, death benefits depend on the benefit option the member selected at retirement.

Contributions - Contribution rates are established by IPERS following the annual actuarial valuation which applies IPERS' Contribution Rate Funding Policy and Actuarial Amortization Method. State statute limits the amount rates can increase or decrease each year to 1 percentage point. IPERS Contribution Rate Funding Policy requires the actuarial contribution rate be determined using the "entry age normal" actuarial cost method and the actuarial assumptions and methods approved by the IPERS Investment Board. The actuarial contribution rate covers normal cost plus the unfunded actuarial liability payment based on a 30-year amortization period. The payment to amortize the unfunded actuarial liability is determined as a level percentage of payroll based on the Actuarial Amortization Method adopted by the Investment Board.

In fiscal year 2025, pursuant to the required rate, Regular members contributed 6.29% of payroll and the City contributed 9.44% of covered payroll, for a total rate of 15.73%. Protection occupation members contributed 6.21% of covered payroll and the City contributed 9.31% of covered payroll, for a total rate of 15.52%.

The City's contributions to IPERS for the year ended June 30, 2025 were \$974,286.

Net Pension Liability - At June 30, 2025, the City reported a liability of \$2,562,767 for its proportionate share of the net pension liability. The net pension liability was measured as of June 30, 2024, and the total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of that date. The City's proportion of the net pension liability was based on the City's share of contributions IPERS relative to the contributions of all IPERS participating employers. At June 20, 2024, the City's proportion was .070377%, which was a decrease of .006604% from its proportion measured as of June 30, 2023.

There were no non-employer contributing entities to IPERS.

Actuarial Assumptions - The total pension liability (asset) in the June 30, 2024 actuarial valuation was determined using the following actuarial assumptions, applied to all periods included in the measurement:

Rate of inflation (effective June 30, 2017)	2.60 percent per annum
Rates of salary increase (effective June 30, 2017)	3.25 to 16.25 percent, average, including inflation. Rates vary by membership group.
Long-term investment rate of return (effective June 30, 2017)	7.00 percent compounded annually, net of investment expense including inflation.
Wage growth (effective June 30, 2017)	3.25 percent per annum, based on 2.60 percent inflation and 0.65 percent real wage inflation.

The actuarial assumptions used in the June 30, 2024 valuation were based on the results of a quadrennial experience study covering the period of July 1, 2017 through June 30, 2021.

Mortality rates used in the 2024 valuation were based on the PubG-2010 mortality tables with future mortality improvements using scale MP-2021.

The long-term expected rate of return on IPERS' investments was determined using a building-block method in which best-estimate ranges of expected future real rates (expected returns, net of pension plan investment expense and inflation) are developed for each major asset class. These ranges are combined to produce the long-term expected rate of return by weighting the expected future real rates of return by the target asset allocation percentage and by adding expected inflation. The target allocation and best estimates of arithmetic real rates of return for each major asset class are summarized in the following table:

<u>Asset Class</u>	<u>Asset Allocation</u>	<u>Long-Term Expected Real rate of Return</u>
Core Plus Fixed Income	25.50%	3.04%
Domestic Equity	21.00%	3.52%
Private Equity/Debt	17.00%	8.89%
International Equity	13.00%	5.18%
Private Real Assets	9.00%	4.25%
Global Smart Beta Equity	5.00%	4.12%
Private Credit	5.50%	6.62%
Public Credit	3.00%	4.53%
Cash	1.00%	1.69%
	<u>100%</u>	

Discount Rate

The discount rate used to measure the total pension liability (asset) was 7.00%. The projection of cash flows used to determine the discount rate assumed employee contributions will be made at the contractually required rate and contributions from the City will be made at contractually required rates, actuarially determined. Based on those assumptions, IPERS' fiduciary net position was projected to be available to make all projected future benefit payments of current active and inactive employees. Therefore, the long-term expected rate of return on IPERS investments was applied to all periods of projected benefit payments to determine the total pension liability (asset).

Sensitivity of the City's Proportionate Share of the Net Pension Liability to Changes in the Discount Rate - The following presents the City's proportionate share of the net pension liability (asset) calculated using the discount rate of 7.00% percent, as well as what the City's proportionate share of the net pension liability (asset) would be if it were calculated using a discount rate that is 1-percent lower (6.00%) or 1-percent higher (8.00%) than the current rate.

	1% Decrease (6.0%)	Discount Rate (7.0%)	1% Increase (8.0%)
City's proportionate share of the net pension liability (asset)	\$ 8,134,507	\$ 2,562,767	\$ (2,104,495)

IPERS' Fiduciary Net Position - Detailed information about IPERS' fiduciary net position is available in the separately issued IPERS financial report which is available on IPERS' website at www.ipers.org.

Municipal Fire and Police Retirement System of Iowa (MFPRSI)

Plan Description – MFPRSI membership is mandatory for fire fighters and police officers covered by the provisions of Chapter 411 of the Code of Iowa. Employees of the City are provided with pensions through a cost-sharing multiple employer defined benefit pension plan administered by MFPRSI. MFPRSI issues a stand-alone financial report which is available to the public by mail at 7155 Lake Drive, Suite #201, West Des Moines, Iowa 50266 or at www.mfprsi.org.

MFPRSI benefits are established under Chapter 411 of the Code of Iowa and the administrative rules thereunder. Chapter 411 of the Code of Iowa and the administrative rules are the official plan documents. The following brief description is provided for general informational purposes only. Refer to the plan documents for more information.

Pension Benefits – Members with 4 or more years of service are entitled to pension benefits beginning at age 55. Full-service retirement benefits are granted to members with 22 years of service, while partial benefits are available to those members with 4 to 22 years of service based on the ratio of years completed to years required (i.e., 22 years). Members with less than 4 years of service are entitled to a refund of their contribution only, with interest, for the period of employment.

Benefits are calculated based upon the member's highest 3 years of compensation. The average of these 3 years becomes the member's average final compensation. The base benefit is 66% of the member's average final compensation. Members who perform more than 22 years of service receive an additional 2% of the member's average final compensation for each additional year of service, up to a maximum of 8 years. Survivor benefits are available to the beneficiary of a retired member according to the provisions of the benefit option chosen, plus an additional benefit for each child. Survivor benefits are subject to a minimum benefit for those members who chose the basic benefit with a 50% surviving spouse benefit.

Active members at least 55 years of age with 22 or more years of service have the option to participate in the Deferred Retirement Option Program (DROP). The DROP is an arrangement whereby a member who is otherwise eligible to retire and commence benefits opts to continue to work. A member can elect 3-, 4- or 5-year DROP period. When electing to participate in DROP, the member signs a contract stating the member will retire at the end of the selected DROP period. During the DROP period, the member's retirement benefit is frozen and a DROP benefit is credited to a DROP account established for the member. Assuming the member completes the DROP period, the DROP benefit is equal to 52% of the member's retirement benefit at the member's earliest date eligible and 100% if the member delays enrollment for 24 months. At the member's actual date of retirement, the member's DROP account will be distributed to the member in the form of a lump sum or rollover to an eligible plan.

Disability and Death Benefits – Disability benefits may be either accidental or ordinary. Accidental disability is defined as a permanent disability incurred in the line of duty, with benefits equivalent to the greater of 60% of the member's average final compensation of the member's service retirement benefit calculation amount. Ordinary disability occurs outside the call of duty and pays benefits equivalent to the greater of 50% of the member's average final compensation for those with 5 or more years of service or the member's service retirement benefit calculation amount and 25% of average final compensation for those with less than 5 years of service.

Death benefits are similar to disability benefits. Benefits for accidental death are 50% of the average final compensation of the member plus an additional amount for each child, or the provisions for ordinary death. Ordinary death benefits consist of a pension equal to 40% of the average final compensation of the member plus an additional amount for each child, or a lump-sum distribution to the designated beneficiary equal to 50% of the previous year's earnable compensation of the member or equal to the amount of the member's total contributions plus interest.

Benefits are increased annually in accordance with Chapter 411.6 of the Code of Iowa, which provides a standard formula for the increases.

The surviving spouse or dependents of an active member who dies due to a traumatic personal injury incurred in the line of duty receives a \$100,000 lump-sum payment.

Contributions – Member contribution rates are set by state statute. In accordance with Chapter 411 of the Code of Iowa, the contribution rate was 9.55% of earnable compensation for the year ended June 30, 2025.

Employer contribution rates are based upon an actuarially determined normal contribution rate and set by state statute. The required actuarially determined contributions are calculated on the basis of the entry age normal method as adopted by the Board of Trustees as permitted under Chapter 411 of the Code of Iowa. The normal contribution rate is provided by state statute to be the actuarial liabilities of the plan less current plan assets, with such total divided by 1% of the actuarially determined present value of prospective future compensation of all members, further reduced by member contributions and state appropriations. Under the Code of Iowa, the City's contribution rate cannot be less than 17.00% of earnable compensation. The contribution rate was 22.66% for the year ended June 30, 2025.

The City's contributions to MFPRSI for the year ended June 30, 2025, totaled \$579,789.

If approved by State Legislature, state appropriations may further reduce the City's contribution rate, but not below the minimum statutory contribution rate 17.00% of earnable compensation. The State of Iowa, therefore, is considered to be a nonemployer contributing entity in accordance with the provisions of Governmental accounting Standards Board Statement No. 67, *Financial Reporting for Pension Plans*.

There were no state appropriations to MFPRSI during the year ended June 30, 2025.

Net Pension Liability - At June 30, 2025, the City reported a liability of \$4,228,803 for its proportionate share of the net pension liability. The net pension liability was measured as of June 30, 2024 and the total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of that date. The City's proportion of the net pension liability was based on the City's share of contributions to the MFPRSI relative to the contributions of all MFPRSI participating employers. At June 30, 2024, the City's proportion was 0.639969%, which was a decrease of 0.006483% from its proportion measured as of June 30, 2023.

Actuarial Assumptions - The total pension liability in the June 30, 2024 actuarial valuation was determined using the following actuarial assumptions, applied to all periods included in the measurement:

Rate of inflation	3.00%
Salary increases	3.75 to 15.11%, including inflation
Investment rate of return	7.50%, net of investment expense, including inflation

The actuarial assumptions used in the June 30, 2024 valuation were based on the results of an actuarial experience study for the period July 1, 2012 through June 30, 2023.

Mortality rates were based on the RP-2014 Blue Collar Combined Healthy Annuitant Table with males set-forward zero years, females set-forward two years and disabled individuals set-forward three years (male only rates), with generational projection of future mortality improvement with 50% of Scale BB beginning in 2017.

The long-term expected rate of return on MFPRSI investments was determined using a building-block method in which best-estimate ranges of expected future real rates (i.e., expected returns, net of investment expense and inflation) are developed for each major asset class. These ranges are combined to produce the long-term expected rate of return by weighting the expected future real rates of return by the target asset allocation percentage and by adding expected inflation. The best estimates of arithmetic real rates of return for each major asset class are summarized in the following table:

Asset Class	Long-Term Expected Real rate of Return
Broad Fixed Income	4.8%
Broad U.S. Equity	7.5%
Global Equity	7.6%
Broad Non-U.S. Equity	7.7%
Managed Futures	5.5%
Real Estate - Core	6.0%
Opportunistic Real Estate	9.8%
Global Infrastructure	6.7%
Private Credit	9.4%
Private Equity	10.20%

Discount Rate - The discount rate used to measure the total pension liability was 7.50%. The projection of cash flows used to determine the discount rate assumed employee contributions will be made at 9.40% of covered payroll and the City's contributions will be made at rates equal to the difference between actuarially determined rates and the member rate. Based on those assumptions, the MFPRSI's fiduciary net position was projected to be available to make all projected future benefit payments to current plan members. Therefore, the long-term expected rate of return on MFPRSI's investments was applied to all periods of projected benefit payments to determine the total pension liability.

Sensitivity of the City's Proportionate Share of the Net Pension Liability to Changes in the Discount Rate - The following presents the City's proportionate share of the net pension liability calculated using the discount rate of 7.50% percent, as well as what the City's proportionate share of the net pension liability would be if it were calculated using a discount rate that is 1-percent lower (6.50%) or 1-percent higher (8.50%) than the current rate.

	1% Decrease (6.5%)	Discount Rate (7.5%)	1% Increase (8.5%)
City's proportionate share of the net pension liability (asset)	\$ 7,357,517	\$ 4,228,803	\$ 1,639,088

MFPRSI's Fiduciary Net Position

Detailed information about MFPRSI's fiduciary net position is available in the separately issued MFPRSI financial report which is available on MFPRSI's website at www.mfprsi.org.

Note 6 - Deferred Compensation

The City offers its employees a deferred compensation plan created in accordance with Internal Revenue Code Section 457, as amended on August 20, 1996. The plan, available to all full-time employees, permits them to defer a portion of their salary until future years. The City will match the employee's contribution up to a maximum between 1 and 3.5 percent. The maximum match will vary based on the employees years of service and if they are a department director or not. The City's contribution shall not exceed the amount of the employee's contribution. Members of the MFPSI hired after January 1, 2011, are not eligible for the City's contributions. The deferred compensation is held in trust for the exclusive benefit of participants (or their beneficiaries in the event of the participant's death) until termination, retirement, death, or an unforeseeable emergency. The City provides neither administrative service to the plan nor investment advice for the plan. Part time employees who work an average of 20 or more hours per week and have worked for the City longer than one year, are allowed to voluntarily participate in the 457 Plan. The City will not contribute any funds to the plans of part time participants.

Note 7 - Compensated Absences

City employees accumulate a limited amount of earned but unused vacation, sick, and other hours for subsequent use or for payment upon termination or retirement. These accumulations are not recognized as disbursements by the City until used or paid. The City's approximate liability for earned vacation, sick time, comp time and fluctuating holiday termination payments payable to employees at June 30, 2025, primarily relating to the General Fund, is as follows:

<u>Type of Benefit</u>	<u>Amount</u>
Vacation	\$ 525,980
Sick leave	453,705
Other	<u>183,545</u>
Total	<u>\$ 1,163,230</u>

Sick leave is payable when used or upon retirement if the employee is over fifty-five years of age. If paid upon retirement, payment is made for up to 50 percent of accrued sick leave, not to exceed 360 hours. This liability has been computed based on rates of pay in effect at June 30, 2025.

Note 8 - Development Agreements

The City has entered into various development agreements for urban renewal projects. These agreements call for the City to make economic development tax rebate payments each year out of incremental taxes received by the City. These arrangements are payable through the fiscal year ending June 30, 2034. Payments totaling \$344,835 were made during the year ended June 30, 2025 under these arrangements. Estimated amounts to be paid in future years on development agreements totaled approximately \$400,000. These obligations (with one exception) are subject to annual appropriation per the respective development agreements and are not considered a general obligation of the City for purposes of determining the City's debt limit.

Note 9 - Tax Abatements

Governmental Accounting Standards Board Statement No. 77 defines tax abatements as a reduction in tax revenues that results from an agreement between one or more governments and an individual or entity in which (a) one or more governments promise to forgo tax revenues to which they are otherwise entitled and (b) the individual or entity promises to take a specific action after the agreement has been entered into that contributes to economic development or otherwise benefits the governments or the citizens of those governments.

City Tax Abatements

The City provides tax abatements for urban renewal and economic development projects with tax increment financing as provided for in Chapters 15A and 403 of the Code of Iowa. For these types of projects, the City enters into agreements with developers which require the City, after developers meet the terms of the agreements, to rebate a portion of the property tax paid by the developers, to pay the developers an economic development grant or to pay the developers a predetermined dollar amount. No other commitments were made by the City as part of these agreements.

For the year ended June 30, 2025, the City abated \$127,310 of property tax under the urban renewal and economic development projects.

Note 10 - Construction Contracts

The City has entered into various construction contracts totaling approximately \$32,500,000. The unpaid contract balance as of June 30, 2025, totaled approximately \$15,700,000 which will be paid as work on the projects progress.

Note 11 - Risk Management

The City is a member of the Iowa Communities Assurance Pool, as allowed by Chapter 670.7 of the Code of Iowa. The Iowa Communities Assurance Pool (Pool) is a local government risk-sharing pool whose 805 members include various governmental entities throughout the State of Iowa. The Pool was formed in August 1986 for the purpose of managing and funding third-party liability claims against its members. The Pool provides coverage and protection in the following categories: general liability, automobile liability, automobile physical damage, public officials liability, police professional liability, property, inland marine and boiler/machinery. There have been no reductions in insurance coverage from prior years.

Each member's annual casualty contributions to the Pool fund current operations and provide capital. Annual casualty operating contributions are those amounts necessary to fund, on a cash basis, the Pool's general and administrative expenses, claims, claims expenses and reinsurance expenses estimated for the fiscal year, plus all or any portion of any deficiency in capital. Capital contributions are made during the first six years of membership and are maintained at a level determined by the Board not to exceed 300% of basis rate.

The Pool also provides property coverage. Members who elect such coverage make annual property operating contributions which are necessary to fund, on a cash basis, the Pool's general and administrative expenses, reinsurance premiums, losses and loss expenses for property risks estimated for the fiscal year, plus all or any portion of any deficiency in capital. Any year-end operating surplus is transferred to capital. Deficiencies in operations are offset by transfers from capital and, if insufficient, by the subsequent year's member contributions.

The City's property and casualty contributions to the Pool are recorded as disbursements from its operating funds at the time of payment to the Pool. The City's contributions to the Pool for the year ended June 30, 2025, were \$455,235.

The Pool uses reinsurance and excess risk-sharing agreements to reduce its exposure to large losses. The Pool retains general, automobile, police professional, and public officials' liability risks up to \$500,000 per claim. Claims exceeding \$500,000 are reinsured through reinsurance and excess risk-sharing agreements up to the amount of risk-sharing protection provided by the City's risk-sharing certificate. Property and automobile physical damage risks are retained by the Pool up to \$500,000 each occurrence, each location. Property risks exceeding \$500,000 are reinsured through reinsurance and excess risk-sharing agreements up to the amount of risk-sharing protection provided by the City's risk-sharing certificate.

The Pool's intergovernmental contract with its members provides that in the event a casualty claim, property loss or series of claims or losses exceeds the amount of risk-sharing protection provided by the City's risk-sharing certificate, or in the event a casualty claim, property loss or series of claims or losses exhausts the Pool's funds and any excess risk-sharing recoveries, then payment of such claims or losses shall be the obligation of the respective individual member against whom the claim was made or the loss was incurred. As of June 30, 2025, settled claims have not exceeded the risk pool or reinsurance coverage since the Pool's inception.

Members agree to continue membership in the Pool for a period of not less than one full year. After such period, a member who has given 60 days' prior written notice may withdraw from the Pool. Upon withdrawal, payments for all casualty claims and claims expenses become the sole responsibility of the withdrawing member, regardless of whether a claim was incurred or reported prior to the member's withdrawal. Upon withdrawal, a formula set forth in the Pool's intergovernmental contract with its members is applied to determine the amount (if any) to be refunded to the withdrawing member.

The City also carries commercial insurance purchased from other insurers for coverage associated with worker's compensation insurance. The City assumes liability for any deductibles and claims in excess of coverage in any of the past three fiscal years.

Note 12 - Jointly Governed Organizations and Commitments

Metro Waste Authority

The City, in conjunction with various other municipalities, has created Metro Waste Authority. The Organization was established for the primary purpose of providing for the economic disposal, or collection and disposal, of solid waste produced or generated by each participant. In the event of withdrawal or dissolution, the net assets of the Organization will be prorated among the municipalities. The Organization is governed by a board composed of an elected representative of the governing body of each participating governmental jurisdiction. During the year ended June 30, 2025, the City paid \$1,173,411 to Metro Waste Authority.

Greater Des Moines Convention & Visitors Bureau (CVB)

An agreement was entered into by the City of Clive, various other metro area cities, and the County of Polk to establish an area-wide effort for the promotion of tourism and convention activities in the Greater Des Moines metropolitan area. Each government agrees to remit two-sevenths of their hotel/motel tax revenues for use by the CVB. During the fiscal year ended June 30, 2025, the City of Clive remitted \$247,197 to the CVB.

Des Moines Metropolitan Planning Organization (MPO)

The City in conjunction with three counties and various other metro cities, has created Des Moines Metropolitan Planning Organization (MPO). The MPO is organized as a separate legal entity pursuant to the provisions of Chapter 28E of the Code of Iowa, with the powers and purposes to carry out transportation planning activities for the metropolitan area. The City of Clive remitted to MPO \$21,699 during the year ended June 30, 2025.

Westcom

In August of 2000 the City entered into a joint operation of a centralized dispatch center (Westcom) with the cities of Urbandale and West Des Moines to share certain costs. Westcom was established as an undivided interest ownership arrangement, whereby titles to assets in Westcom are held individually by the City and the other two Des Moines suburbs. Since inception, the Westcom operations have expanded service area to provide dispatch to two additional communities. These two communities are not equity partners, but subscribers to the services provided. The City reported expenditures of \$660,654 and has an undivided interest in assets of the operation, net depreciation, totaling approximately \$70,000 as of June 30, 2025. Westcom issues separate financial statements. Their operations are included in the financial statements of the City of West Des Moines.

Bravo Greater Des Moines (Bravo)

Bravo was formed by a collaboration of central Iowa local governments to provide reliable funding and leadership to the arts, culture and heritage community. Partner communities have entered into agreements with Bravo to remit a portion of their hotel/motel tax revenues. The City of Clive agrees to remit two-sevenths of their hotel/motel tax revenues. During the year ended June 30, 2025, the City of Clive remitted \$261,688 to Bravo.

Urbandale Fire and Emergency Medical Services

The City entered into an agreement with the City of Urbandale for providing fire and emergency medical services in Clive. The City will be responsible for a portion of the annual facility operating costs which will be determined on the basis of population of each city within Dallas County. Annual costs will not include expenses for the facility construction, financing and acquisition or any fire/EMS apparatus stationed at the facility. The agreement was renewed May 22, 2025, 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. During the year ended June 30, 2025, the City paid \$1,023,921 to the City of Urbandale.

Note 13 - Employee Health Insurance Plan

The City self-funds a portion of health insurance deductibles for its employees. The plan is funded by both employee and City contributions and is administered by Employee Benefit Systems (EBS) under an agreement which is subject to automatic renewal. The City self-funds between \$686 per single coverage and \$1,795 per family coverage. Administrative service fees and premiums are paid monthly from the City's operating funds to a separate account administered by EBS. During the year ended June 30, 2025, the City paid \$2,443,134 to the account. At June 30, 2025, the account balance was \$346,859.

Note 14 - Other Post-Employment Benefits (OPEB)

All full-time employees who retire or become disabled are offered the following post-employment benefit options:

Health insurance – For employees wishing to voluntarily retire prior to the age of 65 who are a minimum of 55 years of age at the time of retirement; have at least 20 years of service with the City; and wish to remain on the City employee health insurance plan, the City will assist the employee with the cost of single coverage health insurance until the retiree reaches the age eligible to receive Medicare, according to a schedule based upon length of continued regular full-time service to the City.

The City will also provide \$10,000 in life insurance coverage until age 65. Dental and vision coverage can be continued at the expense of the employee.

After the retiree reaches the Medicare eligible age, any dependent the retiree has covered under the City employee health plan may continue his/her coverage under the City's plan for three more years, or until the dependent reaches the Medicare eligible age, whichever occurs first. The retiree is responsible for expenses related to the policy.

Life insurance – the option of converting the employee's City-paid policy from term insurance to whole life insurance at the individual's expense with the City's life insurance carrier. As of July 1, 2011, for those full-time employees retiring with at least ten years of service the City provides \$10,000 in life insurance coverage until the retiree reaches normal Social Security retirement age.

Long-term disability – The option of converting the employee's City-paid group policy to a personal policy at the individual's expense with the City's long-term disability insurance carrier.

The above options, while at the individual's own expense, are included within the City's overall insurance package. Therefore, a portion of the above coverage is being subsidized by the City and its current employees, which results in an implicit subsidy and an OPEB liability, except for long-term disability.

There are 133 active and 18 retired/disabled members in the health plan. Participants must be age 55 or older at retirement.

Funding Policy – The contribution requirements of plan members are established and may be amended by the City. The City currently finances the retiree benefit plan on a pay-as-you-go basis. The most recent active member monthly premiums for the City and plan members vary based on what plan they selected are as follows:

Employee - single	\$581-686
Employee - spouse/child	\$1,373-1,577
Employee - family	\$1,416-1,795

The same monthly premiums apply to retirees. For the year ended June 30, 2025, the City paid \$187,182 with retirees reimbursing the City \$88,797. At June 30, 2025, no assets have been accumulated in a trust that meets the criteria in paragraph four of GASB Statement No. 75.

The City has entered into an agreement with the City Manager which formally identifies the financial obligation of the City to him in the event of an involuntary employment termination. The severance agreement provides for a termination payment equal to six months wages plus six months of benefits. The compensation rate is based upon the compensation paid to the City Manager at the time of termination.

Note 15 - Subsequent Events

Management has evaluated subsequent events through November 4, 2025, the date on which the financial statements were available to be issued.

Note 16 - Prospective Accounting Change

The Governmental Accounting Standards Board (GASB) has issued the following statements not yet implemented by the City. The statements which might impact the City are as follows:

GASB Statement No. 103, *Financial Reporting Model Improvement Project*, issued in April 2024 will be effective for the City beginning with its fiscal year ending June 30, 2026. The objective of this Statement is to improve key components of the financial reporting model to enhance its effectiveness in providing information that is essential for decision making and assessing a government's accountability.

GASB Statement No. 104, *Disclosure of Certain Capital Assets*, issued in September 2024 will be effective for the City beginning with its fiscal year ending June 30, 2026. The objective of this Statement is to provide users of government financial statements with essential information about certain types of capital assets.

The City's management has not yet determined the effect these statements will have on the City's financial statements.

Note 17 - Interfund Transfers

The detail of interfund transfers for the year ended June 30, 2025, is as follows:

Transfer to	Transfer from	Amount
General	Governmental	
	Local Option Sales Tax	\$ 963,920
	Capital Projects	2,578,075
	Nonmajor Governmental	600,338
	Enterprise	
	Water	673,433
	Sewer	500,338
	Nonmajor Enterprise	485,348
		<u>5,801,452</u>
Special Revenue		
Urban Renewal Tax Increment	Capital Projects	<u>15,143</u>
Debt Service	Special Revenue	
	Urban Renewal Tax Increment	1,256,269
	Local Option Sales Tax	801,661
		<u>2,057,930</u>
Capital Projects	General	4,752,734
	Local Options Sales Tax	2,062,259
	Nonmajor Governmental	100,000
	Enterprise	
	Water	1,460,000
	Sewer	850,000
	Nonmajor Enterprise	660,000
		<u>9,884,993</u>
Nonmajor Governmental	Nonmajor Governmental	53,583
	Enterprise	
	Water	78,656
	Sewer	53,583
	Nonmajor Enterprise	50,535
		<u>236,357</u>
Internal Service	General	1,279,620
	Nonmajor Governmental	439,810
	Enterprise	
	Water	70,000
	Sewer	70,000
	Nonmajor Enterprise	159,500
		<u>2,018,930</u>

Transfers generally move resources from the fund statutorily required to collect the resources to the fund statutorily required to disburse the resources.

Note 18 - Conduit Debt

From time to time, the City has issued Industrial Revenue Bonds to provide financial assistance to private-sector entities for the acquisition and construction of industrial and commercial facilities deemed to be in the public interest. The bonds are secured by the property financed and are payable solely from payments received on the underlying mortgage loans. Upon repayment of the bonds, ownership of the acquired facilities transfers to the private-sector entity served by the bond issuance. Neither the City, the State, nor any political subdivision thereof is obligated in any manner for repayment of the bonds. Accordingly, the bond principal and interest does not constitute liabilities of the City.

As of June 30, 2025, there was one Industrial Revenue Bonds outstanding, with a principal amount payable of \$6,482,536.

Note 19 - Central Iowa Water Works

The City of Clive is a Founding Agency of Central Iowa Water Works (CIWW), a joint cooperative authority created under Chapter 28E and Chapter 28F, Iowa Code, to act as a regional water wholesale production and supply provider to the member agency utilities. The 28E/28F Agreement creating CIWW, filed with the Iowa Secretary of State on April 11, 2024, establishes the power for CIWW to enter into agreements for the financing of its operational and capital requirements, including the issuance of bonds or other debt. Capacity in the regional water system is allocated among all the members.

Annually, CIWW prepares a budget including operational, maintenance, and capital costs, debt service, and reserve requirements. Wholesale water rates are established based on rate principles outlined in the 28E/28F allocating budgeted operating and replacement capital costs to members based on each member's proportionate share of average day and maximum day water demands. Ninety-one percent of the costs for capacity expansion projects are proportionately allocated to members requiring the capacity, and nine percent of capacity expansion costs are allocated among all members based on each member's proportionate share of existing system capacity. Members pay their share of debt service to CIWW through monthly fixed charges determined annually.

The City of Clive retains an ongoing financial responsibility to CIWW since it is obligated in some manner for the debts of the joint venture for capacity expansions. Though the debt of CIWW is to be paid solely and only from CIWW revenues and is not general obligations of the members, CIWW members cannot voluntarily withdraw from the joint venture while any of the bonds issued during the time the member was a participating agency are still outstanding, unless the member provides for lawful defeasance and/or payment of its current and future obligations for issued and outstanding bonds.

The City certifies annually to CIWW that it will set its rates and charges to its customers to assure that it collects revenue sufficient to meet its financial obligations to CIWW, which are considered an annual operating expense of the City.

As of June 30, 2025, the City's estimated future allocation of CIWW debt is \$1,400,000.

The CIWW 28E/28F Agreement does not provide for the determination of equity interest for the participating communities. Withdrawing from the joint venture is a forfeit of all reversionary interest and no compensation will be paid. The City retains a reversionary interest percentage in the net position of CIWW redeemable only in the event CIWW is dissolved. Since there is no specific and measurable equity interest in the CIWW agreement, no investment in the joint venture has been reported to the City. During the year ended June 30, 2025, the City paid CIWW \$2,661,144 for operations, maintenance, and capital replacements.

CIWW issues separate financial statements that may be obtained electronically at www.ciww.gov.

Other Information
June 30, 2025

City of Clive, Iowa

City of Clive, Iowa

Schedule 1 – Budgetary Comparison Schedule of Receipts, Disbursements, and Changes in Cash Balances –
Budget and Actual (Cash Basis) – All Governmental Funds and Proprietary Funds

Other Information
Year Ended June 30, 2025

	Governmental Funds Actual	Proprietary Funds Actual	Total Actual	Budgeted Amounts		Final to Actual Variance- Positive (Negative)
				Original	Final	
Receipts						
Property tax	\$ 18,797,969	\$ -	\$ 18,797,969	\$ 18,790,077	\$ 18,790,077	\$ 7,892
Tax increment financing	1,854,404	-	1,854,404	2,004,220	2,004,220	(149,816)
Other City tax	6,368,539	-	6,368,539	6,321,181	6,321,181	47,358
Licenses and permits	582,628	-	582,628	429,300	429,300	153,328
Use of money and property	2,725,389	922,246	3,647,635	2,449,163	3,149,163	498,472
Intergovernmental	5,339,533	-	5,339,533	3,379,670	3,379,670	1,959,863
Charges for service	2,902,301	11,878,308	14,780,609	14,682,454	15,982,454	(1,201,845)
Miscellaneous	1,763,453	156,196	1,919,649	3,180,846	3,180,846	(1,261,197)
Total receipts	40,334,216	12,956,750	53,290,966	51,236,911	53,236,911	54,055
Disbursements						
Public safety	10,599,847	-	10,599,847	10,690,484	11,010,062	410,215
Public works	4,988,559	-	4,988,559	5,347,824	5,539,824	551,265
Health and social services	16,090	-	16,090	37,580	37,580	21,490
Culture and recreation	5,306,658	-	5,306,658	5,760,895	5,972,668	666,010
Community and economic development	1,475,847	-	1,475,847	1,605,149	1,605,149	129,302
General government	4,485,482	-	4,485,482	4,715,599	4,858,828	373,346
Debt service	5,736,497	-	5,736,497	4,960,195	5,773,397	36,900
Capital projects	17,154,697	209,766	17,364,463	36,657,500	36,657,500	19,293,037
Business-type activities	-	7,401,202	7,401,202	9,483,113	10,835,973	3,434,771
Total disbursements	49,763,677	7,610,968	57,374,645	79,258,339	82,290,981	24,916,336
Excess (Deficiency) of Receipts over (Under) Disbursements	(9,429,461)	5,345,782	(4,083,679)	(28,021,428)	(29,054,070)	24,970,391
Other Financing Sources (Uses), Net	12,621,119	(5,111,393)	7,509,726	4,480,000	4,480,000	3,029,726
Excess (Deficiency) of Receipts and Other Financing Sources Over (Under) Disbursements and Other Financing Uses	3,191,658	234,389	3,426,047	(23,541,428)	(24,574,070)	28,000,117
Balances Beginning of Year	56,257,106	17,399,825	73,656,931	61,405,586	61,405,586	12,251,345
Balances End of Year	\$ 59,448,764	\$ 17,634,214	\$ 77,082,978	\$ 37,864,158	\$ 36,831,516	\$ 40,251,462

The budgetary comparison is presented in accordance with Governmental Accounting Standards Board Statement No. 41 for governments with significant budgetary perspective differences resulting from not being able to present budgetary comparisons for the General Fund and each major Special Revenue Fund.

In accordance with the Code of Iowa, the City Council annually adopts a budget on the cash basis following required public notice and hearing for all funds. The annual budget may be amended during the year utilizing similar statutorily prescribed procedures.

Formal and legal budgetary control is based upon nine major classes of disbursements known as functions, not by fund. These nine functions are: public safety, public works, health and social services, culture and recreation, community and economic development, general government, debt service, capital projects and business-type activities. Function disbursements required to be budgeted include disbursements for the General Fund, the Special Revenue Funds, the Debt Service Fund, the Capital Projects Fund, and the Proprietary Funds. Although the budget document presents function disbursements by fund, the legal level of control is at the aggregated function level, not by fund. During the year, budget amendments increased budgeted disbursements by \$3,032,642. The budget amendments are reflected in the final budgeted amounts.

During the year ended June 30, 2025, disbursements did not exceed the amounts budgeted.

Schedule 2 - City's Proportionate Share of IPERS Net Pension Liability and IPERS Contributions

June 30, 2025

Iowa Public Employees' Retirement System

Fiscal Year Ended	City's proportion of the Net Pension Liability (Asset)	City's Proportionate Share of the Net Pension Liability (Asset)	City's Covered-Payroll	City's Proportionate Share of the Net Pension Liability as a Percentage of its Covered-Payroll	Plan Fiduciary Net Position as a Percentage of the Total Pension Liability (Asset)
2025	0.070377%	\$ 2,562,767	\$ 9,645,612	26.57%	92.30%
2024	0.076981%	3,474,651	9,470,338	36.69%	90.13%
2023	0.065374%	2,469,937	8,503,505	29.05%	91.40%
2022	0.414169%	(1,429,823)	8,203,960	-17.43%	100.81%
2021	0.078298%	5,500,204	7,776,338	70.73%	82.90%
2020	0.073401%	4,250,373	7,315,361	58.10%	85.45%
2019	0.070981%	4,491,843	6,868,221	65.40%	83.62%
2018	0.068844%	4,585,902	6,495,672	70.60%	82.21%
2017	0.066329%	4,174,306	5,945,175	70.21%	81.82%
2016	0.064405%	3,181,900	6,266,000	50.78%	85.19%

The amounts presented for each fiscal year were determined as of June 30 of the preceding fiscal year.

Fiscal Year Ended	Statutorily Required Contribution	Contributions in Relation to the Statutorily Required Contribution	Contribution Deficiency (Excess)	City's Covered-Payroll	Contributions as a Percentage of Covered Payroll
2025	\$ 974,286	\$ 974,286	\$ -	\$ 10,350,568	9.41%
2024	909,063	909,063	-	9,645,612	9.42%
2023	891,346	891,346	-	9,470,338	9.41%
2022	800,211	800,211	-	8,503,505	9.41%
2021	782,581	782,581	-	8,203,960	9.54%
2020	739,620	739,620	-	7,776,338	9.51%
2019	702,571	702,571	-	7,315,361	9.60%
2018	627,202	627,202	-	6,868,221	9.13%
2017	593,166	593,166	-	6,495,672	9.13%
2016	543,385	543,385	-	5,945,175	9.14%

Schedule 3 – City Proportionate Share of MFPRSI Net Pension Liability and MFPRSI Contributions

June 30, 2025

Municipal Fire and Police Retirement System of Iowa

Fiscal Year Ended	City's proportion of the net pension liability	City's proportionate share of the net pension liability	City's covered-payroll	City's proportionate share of the net pension liability as a percentage of its covered-payroll	Plan fiduciary net position as a percentage of the total pension liability
2025	0.639969%	\$ 4,228,803	\$ 2,402,385	176.03%	83.37%
2024	0.646452%	4,048,076	2,344,112	172.69%	83.53%
2023	0.623107%	3,499,185	2,104,518	166.27%	84.62%
2022	0.599136%	1,345,504	1,953,375	68.88%	93.62%
2021	0.617915%	4,928,492	1,932,864	254.98%	76.47%
2020	0.586662%	3,848,072	1,775,904	216.68%	79.94%
2019	0.604403%	3,598,630	1,756,758	204.84%	81.07%
2018	0.592403%	3,474,296	1,677,363	207.13%	80.60%
2017	0.601412%	3,760,394	1,630,207	230.67%	78.20%
2016	0.590598%	2,774,719	1,586,528	174.89%	83.04%

The amounts presented for each fiscal year were determined as of June 30 of the preceding fiscal year.

Fiscal Year Ended	Statutorily Required Contribution	Contributions in Relation to the Statutorily Required Contribution	Contribution Deficiency (Excess)	City's Covered-Payroll	Contributions as a Percentage of Covered Payroll
2025	\$ 579,789	\$ 579,789	\$ -	\$ 2,558,634	22.66%
2024	552,068	552,068	-	2,402,385	22.98%
2023	560,243	560,243	-	2,344,112	23.90%
2022	550,963	550,963	-	2,104,518	26.18%
2021	492,764	492,764	-	1,953,375	25.23%
2020	471,812	471,812	-	1,932,864	24.41%
2019	461,389	461,389	-	1,775,904	25.98%
2018	451,136	451,136	-	1,756,758	25.68%
2017	434,772	434,772	-	1,677,363	25.92%
2016	451,265	451,265	-	1,630,207	27.68%

Iowa Public Employees' Retirement System

Changes of Benefit Terms:

There are no significant changes in benefit terms

Changes of Assumptions:

The 2022 valuation implemented the following refinements as a result of a demographic assumption study dated June 16, 2022:

- Changed mortality assumptions to the PubG-2010 Mortality Tables with mortality improvements modeled using Scale MP-2021.
- Adjusted retirement rates.
- Lowered disability rates for regular members only.
- Adjusted termination rates.

The 2018 valuation implemented the following refinements as a result of a demographic assumption study dated June 28, 2018:

- Changed mortality assumptions to the RP-2014 mortality tables with mortality improvements modeled using Scale MP-2017.
- Adjusted retirement rates.
- Lowered disability rates.
- Adjusted the probability of a vested Regular member electing to receive a deferred benefit.
- Adjusted the merit component of the salary increase assumption.

The 2017 valuation implemented the following refinements as a result of an experience study dated March 24, 2017:

- Decreased the inflation assumption from 3.00% to 2.60%.
- Decreased the assumed rate of interest on member accounts from 3.75% to 3.50% per year.
- Decreased the discount rate from 7.50% to 7.00%.
- Decreased the wage growth assumption from 4.00% to 3.25%.
- Decreased the payroll growth assumption from 4.00% to 3.25%.

Municipal Fire and Police Retirement System of Iowa

Changes of Benefit Terms:

There were no significant changes in benefit terms.

Changes of Assumptions:

The 2018 valuation changed postretirement mortality rates to the RP-2014 Blue Collar Healthy Annuitant Table with males set-forward zero years, females set-forward two years and disabled individuals set-forward three years (male only rates), with generational projection of future mortality improvement with 50% of Scale BB beginning in 2017.

The 2017 valuation added five years projection of future mortality improvement with Scale BB.

The 2016 valuation changed postretirement mortality rates to the RP-2000 Blue Collar Combined Healthy Mortality Table with males set-back two years, females set-forward one year and disabled individuals set-forward one year (male only rates), with no projection of future mortality improvement.

Supplementary Information
June 30, 2025

City of Clive, Iowa

City of Clive, Iowa

Schedule 4 – Statement of Cash Receipts, Disbursements, and Changes in Cash Balances

Nonmajor Governmental Funds

As of and for the Year Ended June 30, 2025

	Special Revenue						
	Road Use Tax	Employee Benefits	Police Seizures	Park Donations	Library	Police K9	Total
Receipts							
Property tax	\$ -	\$ 2,708,365	\$ -	\$ -	\$ -	\$ -	\$ 2,708,365
Intergovernmental	2,641,701	74,592	-	-	-	29,995	2,746,288
Charges for services	-	-	11,848	-	-	-	11,848
Miscellaneous	199	144,469	-	-	7,741	1,652	154,061
Total receipts	<u>2,641,900</u>	<u>2,927,426</u>	<u>11,848</u>	<u>-</u>	<u>7,741</u>	<u>31,647</u>	<u>5,620,562</u>
Disbursements							
Current							
Public safety	-	1,319,070	11,360	-	-	28,230	1,358,660
Public works	1,677,631	164,283	-	-	-	-	1,841,914
Culture and recreation	-	301,434	-	-	2,376	-	303,810
Community and economic development	-	121,758	-	-	-	-	121,758
General government	-	1,007,819	-	-	-	229	1,008,048
Total disbursements	<u>1,677,631</u>	<u>2,914,364</u>	<u>11,360</u>	<u>-</u>	<u>2,376</u>	<u>28,459</u>	<u>4,634,190</u>
Excess (Deficiency) of Receipts Over (Under) Disbursements	<u>964,269</u>	<u>13,062</u>	<u>488</u>	<u>-</u>	<u>5,365</u>	<u>3,188</u>	<u>986,372</u>
Other Financing Sources (Uses)							
Transfers in	-	236,357	-	-	-	-	236,357
Transfers out	<u>(1,093,731)</u>	<u>(100,000)</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>(1,193,731)</u>
Total other financing sources (uses)	<u>(1,093,731)</u>	<u>136,357</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>(957,374)</u>
Net Change in Cash Balances	(129,462)	149,419	488	-	5,365	3,188	28,998
Cash Balances Beginning of Year	<u>1,913,955</u>	<u>3,224,256</u>	<u>29,090</u>	<u>8,011</u>	<u>16,945</u>	<u>2,549</u>	<u>5,194,806</u>
Cash Balances End of Year	<u>\$ 1,784,493</u>	<u>\$ 3,373,675</u>	<u>\$ 29,578</u>	<u>\$ 8,011</u>	<u>\$ 22,310</u>	<u>\$ 5,737</u>	<u>\$ 5,223,804</u>
Cash Basis Fund Balances							
Restricted							
Streets	\$ 1,784,493	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,784,493
Other purposes	-	3,373,675	29,578	8,011	22,310	5,737	3,439,311
Total cash basis fund balances	<u>\$ 1,784,493</u>	<u>\$ 3,373,675</u>	<u>\$ 29,578</u>	<u>\$ 8,011</u>	<u>\$ 22,310</u>	<u>\$ 5,737</u>	<u>\$ 5,223,804</u>

City of Clive, Iowa

Schedule 5 – Statement of Cash Receipts, Disbursements, and Changes in Cash Balances
Nonmajor Enterprise Funds
As of and for the Year Ended June 30, 2025

	Enterprise Funds		
	Storm Water	Water Utility Deposits	Total
Operating Receipts			
Charges for service	\$ 1,791,945	\$ 43,230	\$ 1,835,175
Use of money and property	43,660	-	43,660
Total operating receipts	1,835,605	43,230	1,878,835
Operating Disbursements			
Business-type activities			
Salaries and wages	373,689	-	373,689
Employee benefits and costs	113,672	-	113,672
Staff development	8,261	-	8,261
Repair, maintenance, and utilities	59,891	-	59,891
Contractual services	200,465	37,020	237,485
Commodities	10,256	-	10,256
Total operating disbursements	766,234	37,020	803,254
Non-Operating Disbursements			
Capital outlay	(10,760)	-	(10,760)
Excess (deficiency) of Receipts Over (Under) Disbursements	1,058,611	6,210	1,064,821
Transfers Out	(1,355,383)	-	(1,355,383)
Net Change in Cash Balances	(296,772)	6,210	(290,562)
Cash Balances Beginning of Year	509,413	362,807	872,220
Cash Balances End of Year	\$ 212,641	\$ 369,017	\$ 581,658
Cash Basis Fund Balances			
Unrestricted	\$ 212,641	\$ 369,017	\$ 581,658

City of Clive, Iowa

Schedule 6 – Statement of Cash Receipts, Disbursements, and Changes in Cash Balances
Internal Service Funds
As of and for the Year Ended June 30, 2025

	Equipment Replacement	Self-Funding Insurance	Flex Spending	General Insurance	Total
Operating Receipts					
Charges for service	\$ -	\$ 2,443,134	\$ 35,556	\$ -	\$ 2,478,690
Use of money and property	-	-	2,230	-	2,230
Miscellaneous	145,259	-	4,479	-	149,738
Total operating receipts	145,259	2,443,134	42,265	-	2,630,658
Operating Disbursements					
Contractual services	-	2,370,997	41,657	468,856	2,881,510
Operating income (loss)	145,259	72,137	608	(468,856)	(250,852)
Non-Operating Receipts (Disbursements)					
Sale of capital assets	144,152	-	-	-	144,152
Capital outlay	(1,924,419)	-	-	-	(1,924,419)
Net non-operating disbursements	(1,780,267)	-	-	-	(1,780,267)
Excess (Deficiency) of Receipts Over (Under) Disbursements	(1,635,008)	72,137	608	(468,856)	(2,031,119)
Transfers In	1,432,060	-	100,000	486,870	2,018,930
Net Change in Cash Balances	(202,948)	72,137	100,608	18,014	(12,189)
Cash Balances Beginning of Year	1,048,870	274,722	-	-	1,323,592
Cash Balances End of Year	\$ 845,922	\$ 346,859	\$ 100,608	\$ 18,014	\$ 1,311,403
Cash Basis Fund Balances Unrestricted	\$ 845,922	\$ 346,859	\$ 100,608	\$ 18,014	\$ 1,311,403

City of Clive, Iowa
Schedule 7 – Schedule of Indebtedness
Year Ended June 30, 2025

Obligation	Date of Issue	Interest Rates	Amount Originally Issued	Balance Beginning of Year	Issued During Year	Redeemed During Year	Balance End of Year	Interest Paid
General Obligation Bonds								
Essential Corporate Purpose, Series 2013A	10/31/2013	2.00-3.05	\$ 1,970,000	\$ 650,000	\$ -	\$ 155,000	\$ 495,000	\$ 18,400
Refunding, Series 2016	9/15/2016	2.00-2.25	1,515,000	210,000	-	210,000	-	4,725
Corporate Purpose, Series 2017A	4/13/2017	2.00-2.10	2,150,000	375,000	-	185,000	190,000	7,783
Corporate Purpose, Series 2017B	4/13/2017	3.00	1,300,000	305,000	-	150,000	155,000	9,150
Corporate Purpose and Refunding, Series 2019A	4/11/2019	2.25-5.00	4,205,000	1,395,000	-	360,000	1,035,000	55,975
Urban Renewal Public Safety Facility, Series 2019B	10/15/2019	2.25-3.00	4,510,000	3,550,000	-	200,000	3,350,000	86,705
Urban Renewal Street Improvements, Series 2019C	10/15/2019	2.00-5.00	2,645,000	1,775,000	-	230,000	1,545,000	49,800
Essential corporate purpose, Series 2020A	4/23/2020	3.00-5.00	2,040,000	1,145,000	-	170,000	975,000	48,950
Urban Renewal Public Safety Facility, Series 2020B	4/23/2020	2.00-5.00	5,350,000	4,465,000	-	255,000	4,210,000	97,748
Corporate Purpose, Series 2021A	4/22/2021	2.00-5.00	3,020,000	1,765,000	-	245,000	1,520,000	72,800
Urban Renewal Public Safety Facility, Series 2021B	4/22/2021	1.30-5.00	5,100,000	4,375,000	-	250,000	4,125,000	117,390
Urban Renewal Public Safety Facility, Series 2021C	11/16/2021	2.00-5.00	8,640,000	8,075,000	-	300,000	7,775,000	223,244
Corporate Purpose, Series 2022A	4/7/2022	3.00-5.00	4,000,000	3,125,000	-	365,000	2,760,000	139,750
Corporate Purpose, Series 2023A	5/11/2023	5.00	3,655,000	3,555,000	-	315,000	3,240,000	177,750
Urban Renewal City Improvements, Series 2023B	11/15/2023	4.38-6.00	4,735,000	4,735,000	-	215,000	4,520,000	223,525
Corporate Purpose, Series 2024A	5/23/2024	3.17-5.00	5,105,000	5,105,000	-	315,000	4,790,000	260,922
Corporate Purpose, Series 2024B	11/14/2024	4.00-5.00	3,380,000	-	3,380,000	150,000	3,230,000	86,680
Corporate Purpose, Series 2025A	5/8/2025	4.00-5.00	5,570,000	-	5,570,000	-	5,570,000	-
Total General Obligation Bonds				<u>\$ 44,605,000</u>	<u>\$ 8,950,000</u>	<u>\$ 4,070,000</u>	<u>\$ 49,485,000</u>	<u>\$ 1,681,297</u>

City of Clive, Iowa
Schedule 8 – Schedule of Receipts by Source and Disbursements by Function
All Governmental Funds
For the Last Ten Years

	2025	2024	2023	2022	2021	2020	2019	2018	2017	2016
Receipts										
Property tax	\$ 18,797,969	\$ 18,259,863	\$ 17,518,528	\$ 17,087,808	\$ 16,145,023	\$ 14,845,174	\$ 17,531,556	\$ 15,819,589	\$ 15,124,960	\$ 14,846,768
Tax increment financing	1,854,404	1,573,391	1,546,761	1,375,926	1,175,266	2,407,151	2,737,444	3,176,553	3,869,537	3,650,703
Other City tax*	6,368,539	6,274,626	6,495,793	5,433,265	5,563,120	4,134,950	-	-	-	-
Licenses and permits	582,628	815,191	913,492	1,119,192	624,130	858,144	719,594	365,399	418,258	336,812
Use of money and property	2,725,389	3,697,224	1,499,120	222,433	540,753	622,252	928,814	585,388	411,041	146,419
Intergovernmental	5,339,533	4,355,110	5,265,952	4,672,106	4,101,475	2,923,925	2,997,082	2,913,804	4,678,835	2,129,284
Charges for service	2,902,301	2,933,369	2,691,184	2,446,009	1,949,477	1,807,298	2,020,920	2,127,990	2,110,083	2,100,572
Special assessments	-	-	1,468	16,211	86,790	40,299	36,953	72,379	52,357	58,965
Miscellaneous	1,763,453	1,426,290	1,875,489	2,311,388	1,156,188	1,128,310	1,108,325	654,019	594,879	683,583
Total receipts	<u>\$ 40,334,216</u>	<u>\$ 39,335,064</u>	<u>\$ 37,807,787</u>	<u>\$ 34,684,338</u>	<u>\$ 31,342,222</u>	<u>\$ 28,767,503</u>	<u>\$ 28,080,688</u>	<u>\$ 25,715,121</u>	<u>\$ 27,259,950</u>	<u>\$ 23,953,106</u>
Disbursements										
Current										
Public safety	\$ 10,599,847	\$ 9,840,035	\$ 10,515,690	\$ 8,621,662	\$ 8,604,904	\$ 8,338,351	\$ 7,608,937	\$ 7,007,676	\$ 6,825,840	\$ 6,372,258
Public works	4,988,559	4,913,954	4,551,198	4,245,565	4,103,686	3,596,178	3,520,995	3,253,855	2,703,363	2,722,107
Health and social services	16,090	27,734	24,654	20,361	9,726	17,293	19,370	26,652	32,919	32,220
Culture and recreation	5,306,658	5,247,446	4,886,827	4,628,150	3,710,952	3,966,699	4,010,864	3,736,091	3,574,160	3,477,995
development	1,475,847	1,512,817	1,477,549	1,414,143	1,308,009	1,742,385	1,650,969	1,612,949	1,359,857	1,806,010
General government	4,485,482	4,302,157	4,005,858	3,790,884	3,473,384	3,307,820	3,000,712	3,066,747	2,330,844	2,263,824
Debt service	5,736,497	5,220,191	5,028,716	4,733,071	3,975,855	4,627,299	7,962,536	6,009,976	6,436,662	6,420,967
Capital projects	17,154,697	10,576,581	13,397,165	14,353,855	13,825,686	8,178,836	3,437,283	4,780,819	6,246,689	4,262,797
Total disbursements	<u>\$ 49,763,677</u>	<u>\$ 41,640,915</u>	<u>\$ 43,887,657</u>	<u>\$ 41,807,691</u>	<u>\$ 39,012,202</u>	<u>\$ 33,774,861</u>	<u>\$ 31,211,666</u>	<u>\$ 29,494,765</u>	<u>\$ 29,510,334</u>	<u>\$ 27,358,178</u>

* Prior to fiscal year 2020, the Utility Franchise taxes were shown with Property Tax receipts above.



Memo

TO: Mayor and Council members

FROM: Elizabeth Hansen, Director of Administrative Services

DATE: November 13, 2025

RE: Resolution Approving Annual Audit Report for FY2025

SYNOPSIS:

After review and presentation of the Governance Letter, Governing Auditing Standards Information, and Financial Statements for FY 2025, staff recommends approving the resolution accepting the FY 2025 Audit.

Attachments:

1. Resolution Approving Audit

RESOLUTION NO. _____

RESOLUTION APPROVING INDEPENDENT AUDITOR'S FINANCIAL REPORT
FOR THE FISCAL YEAR ENDING JUNE 30, 2025

WHEREAS, the City Council of Clive awarded a five-year contract for audit services to Eide Bailly LLP on April 24, 2025; and

WHEREAS, Eide Bailly LLP has audited the FY2025 financials and finds them to be substantially in compliance with state laws; and

WHEREAS, Eide Bailly LLP has prepared the FY2025 report to be in compliance with the GASB reporting requirements; and

WHEREAS, the City acknowledges there was no Findings Related to the Financial Statements and one Findings Related to Required Statutory Reporting requirements as reported by the auditing firm, Eide Bailly LLP; and

WHEREAS, representatives of Eide Bailly LLP presented the final report to the Mayor and Council at the November 13, 2025, Council Meeting.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Clive, Iowa:

That the Independent Auditor's Final Financial Report for the FY2025 is hereby approved.

PASSED AND APPROVED THIS 13th day of November 2025.

John Edwards, Mayor

ATTEST:

Matthew D. Graham, City Clerk



Memo

TO: Mayor and Council members

FROM: Matt McQuillen, City Manager

DATE: November 13, 2025

RE: Resolution Approving Purchase - City Hall Renovation Phase 2 - Furniture Acquisition and Installation - All Makes, Inc. - \$191,124.90

SYNOPSIS:

The phase 2 renovations to the City Hall Building are underway. Once completed, the public and staff will have a revitalized space to transact city business, attend meetings and interact with Clive staff. As a part of these renovations, significant changes are being made requiring the acquisition of updated work stations, tables, chairs and specialty furniture associated with the renovations. To provide the furniture needs for the phase 2 renovation, the City and Construction Manager have engaged with All Makes, Inc. from Des Moines as the City worked with All Makes on the furniture associated with Phase 1 of the renovations and previous on the Clive Public Safety Center and is able to tap into state bid pricing with All Makes for the furniture. Working directly with All Makes also places the City's warranty and maintenance support for these furniture systems under one vendor and manufacturer for both the City Hall & Library and Public Safety facilities.

Over the past few months, All Makes, OPN Architects, and Clive staff have worked together to develop the proposal included in the agenda packet for Council consideration and approval. The furniture provides updated work station spaces for all staff, including adjustable desks for sit and stand operation. All of the furniture and material choices are in alignment with the models chosen for Phase 1 of the renovation. Included in the packet is a document showing all of the furniture systems to be purchased and which rooms they will be located along with a detailed quote for the entire furniture package of \$191,124.90.

Staff would recommend approval of the quote with All Makes for the Phase 2 City Hall renovations in the amount of \$191,124.90.

Attachments:

1. Res Approving Furniture Contract w All Makes CH Phase 2 11-13-25
2. 251022 Clive City Hall
3. D8512 City of Clive City Hall Phase 2 Quote 10.23.25

RESOLUTION NO. _____

RESOLUTION APPROVING PURCHASE PROPOSAL WITH ALL MAKES, INC. FOR
FURNITURE ACQUISITION AND INSTALLATION SERVICES FOR THE CITY HALL
RENOVATION PHASE 2 PROJECT

WHEREAS, the City is in the process of the phase 2 renovation of City Hall; and

WHEREAS, the City sought a proposal on state bid from All Makes, Inc. to acquire
and install furniture for the phase 2 renovations; and

WHEREAS, the City previously worked with All Makes, Inc. on both Phase 1 of
the City Hall-Library Renovations and the Clive Public Safety Center Project; and

NOW, THEREFORE, be it resolved by the City Council of Clive that the City of Clive,
Iowa approves a not-to-exceed purchasing proposal of \$191,124.90 with All Makes, Inc.
of Des Moines for furniture acquisition and installation services for the Clive City Hall
Renovation Phase 2 Project and authorizes the Mayor to sign said contract.

PASSED AND APPROVED this 13th day of November, 2025.

CITY OF CLIVE, IOWA

By: _____
John Edwards, Mayor

ATTEST:

By: _____
Matthew Graham, City Clerk



all makes

500 E. Court Avenue
Suite 150
Des Moines, IA 50309
P: (515) 282-2166

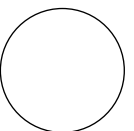
Clive City Hall Phase 2

REVISIONS

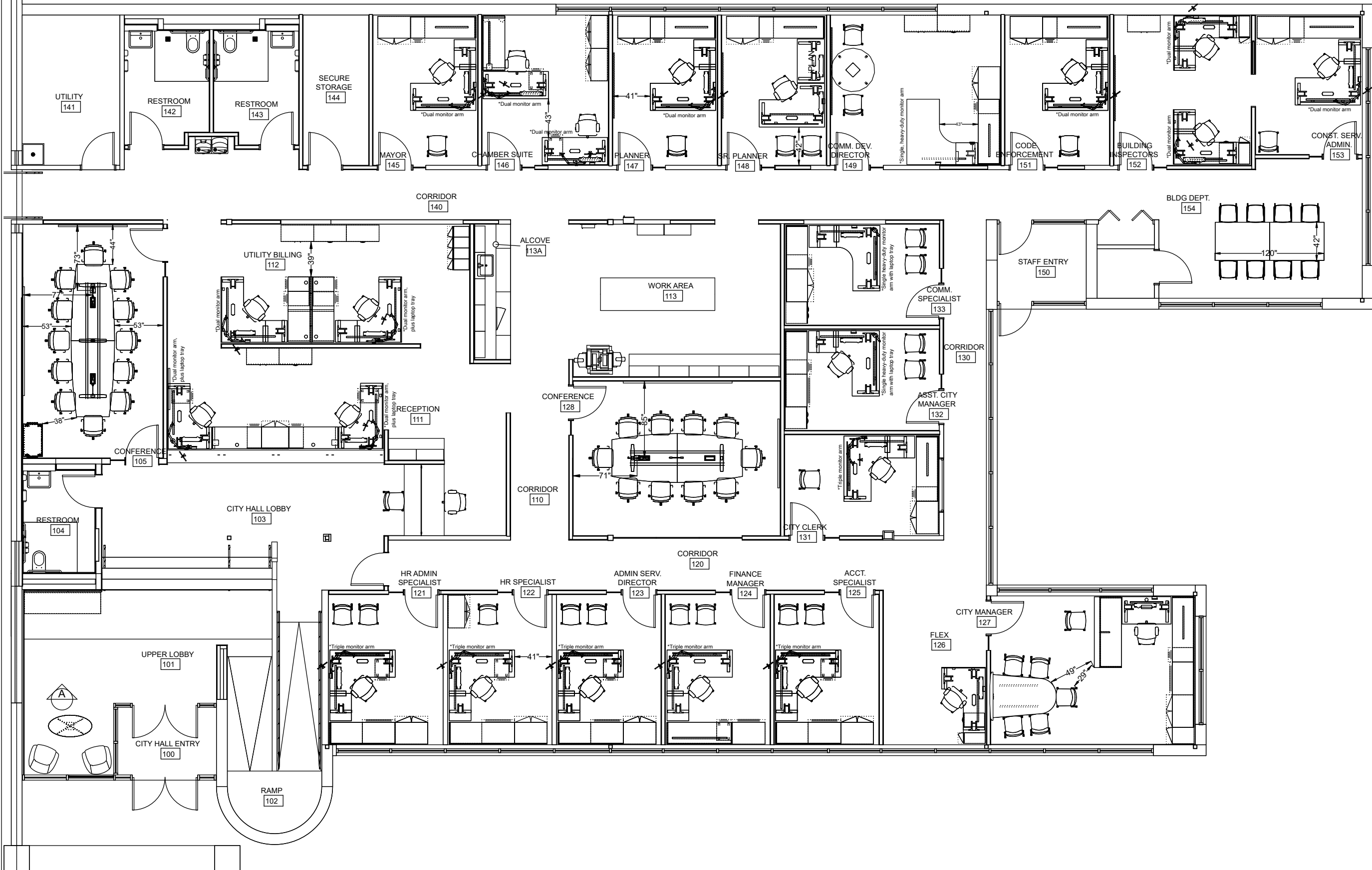
7/1/2025
8/6/2025
8/26/2025
9/18/2025
9/30/2025
10/6/2025
10/22/2025

Job #:

Preliminary Plan



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all makes

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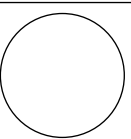
Clive City Hall
Phase 2

REVISIONS

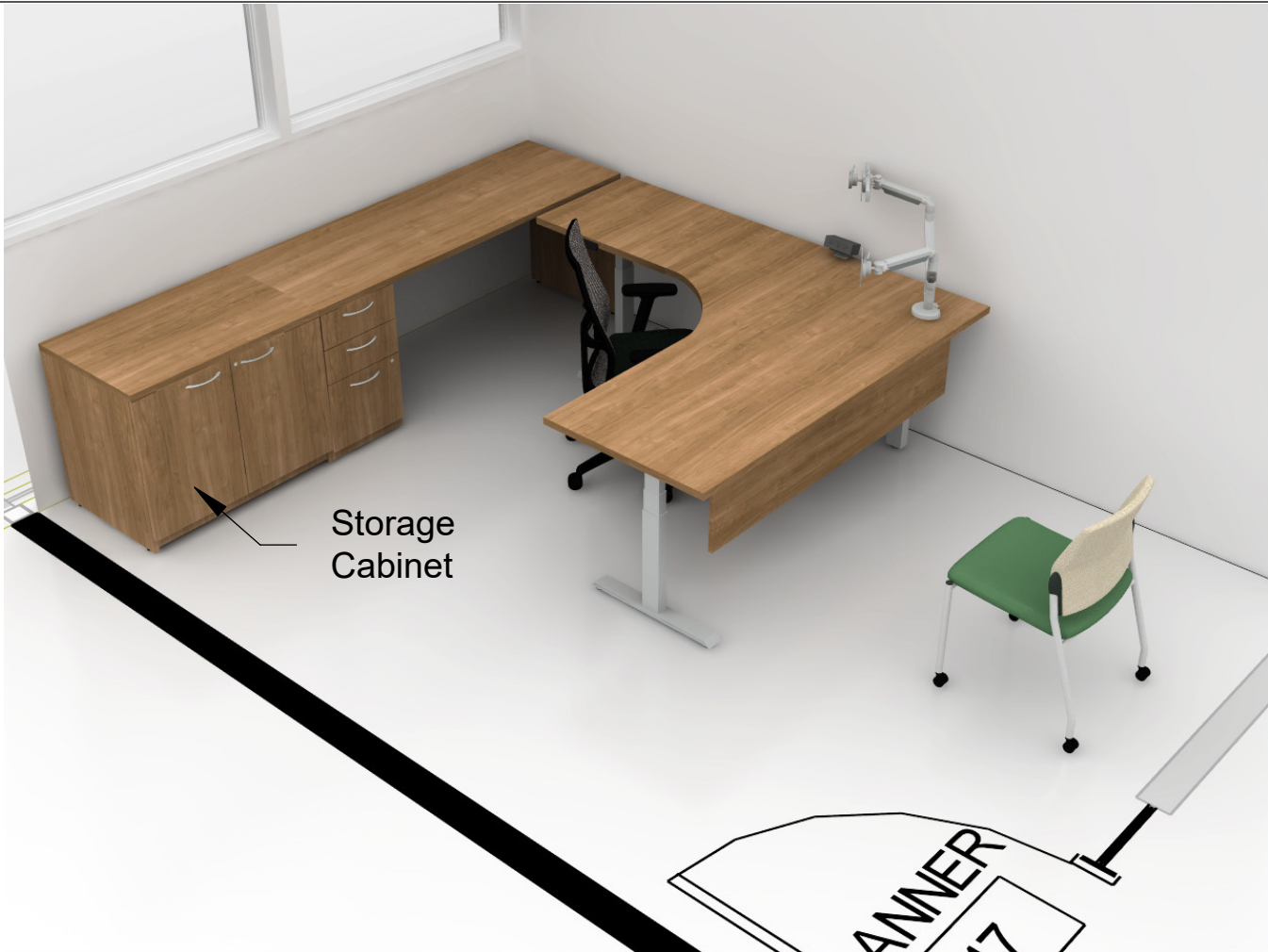
- 7/1/2025
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- 8/26/2025
- 9/18/2025
- 9/30/2025
- 10/6/2025
- 10/22/2025

Job #:

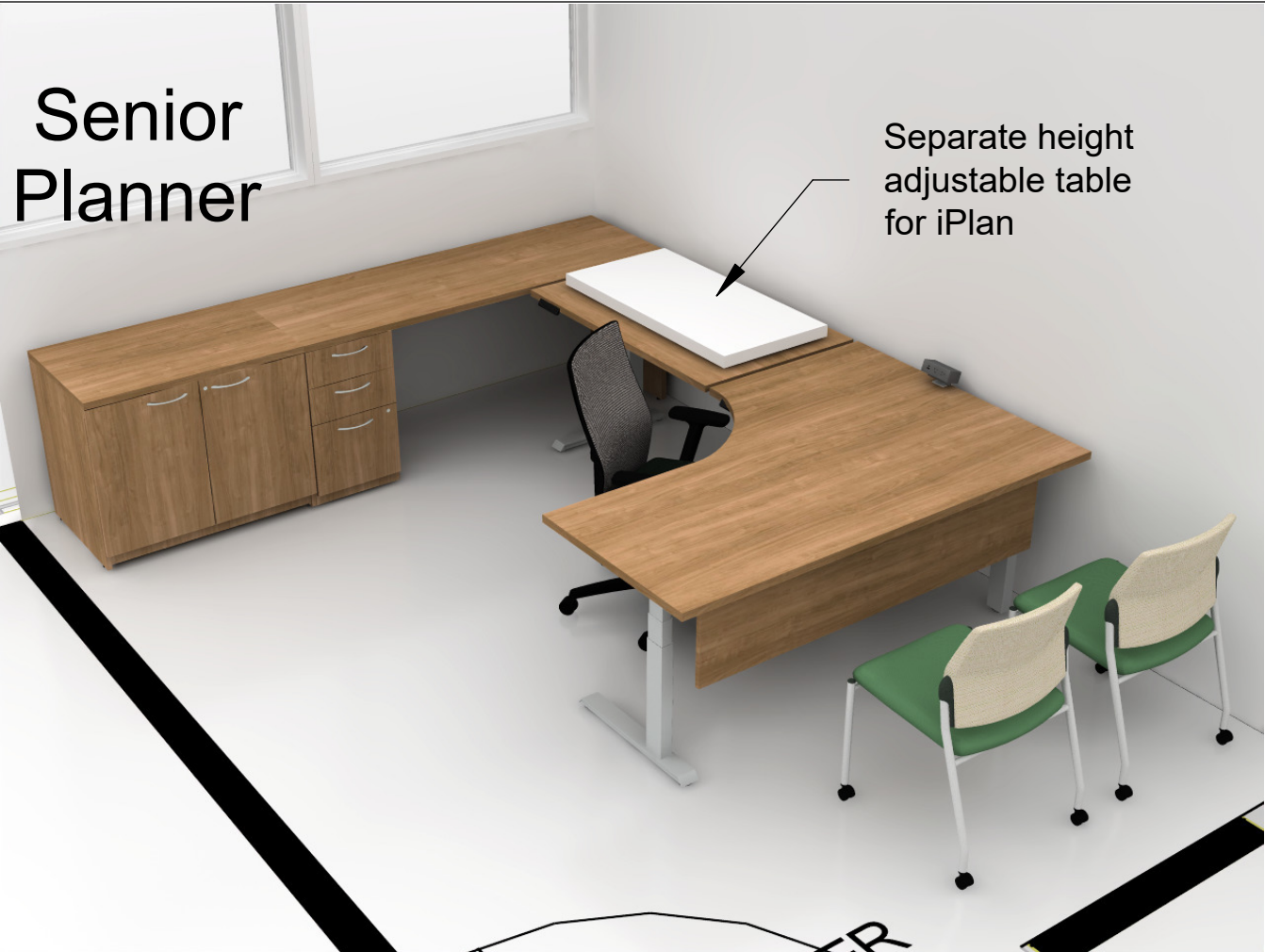
Preliminary Plan



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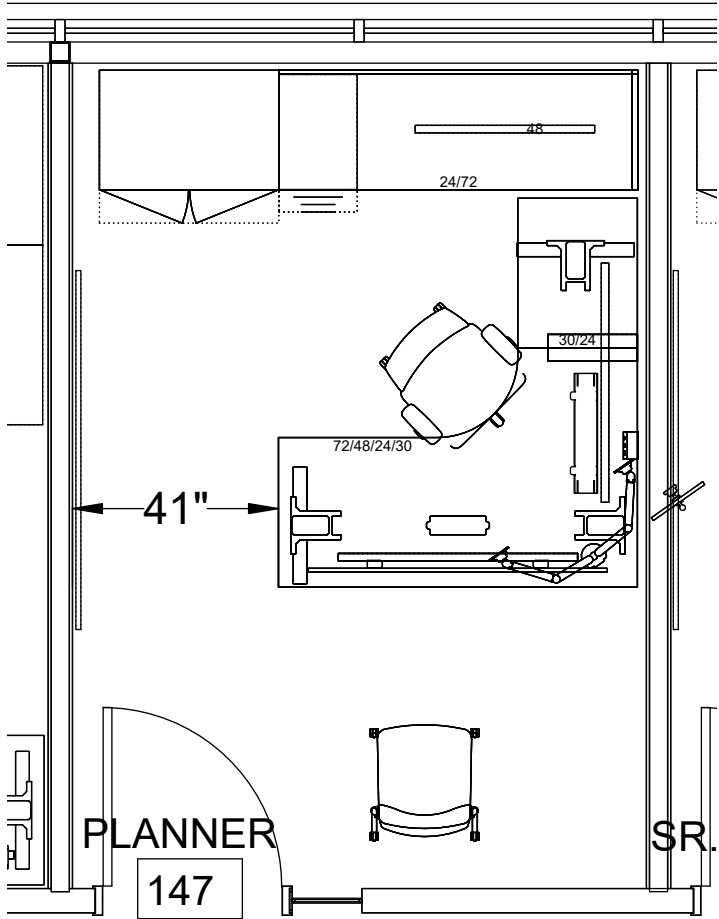


Storage Cabinet

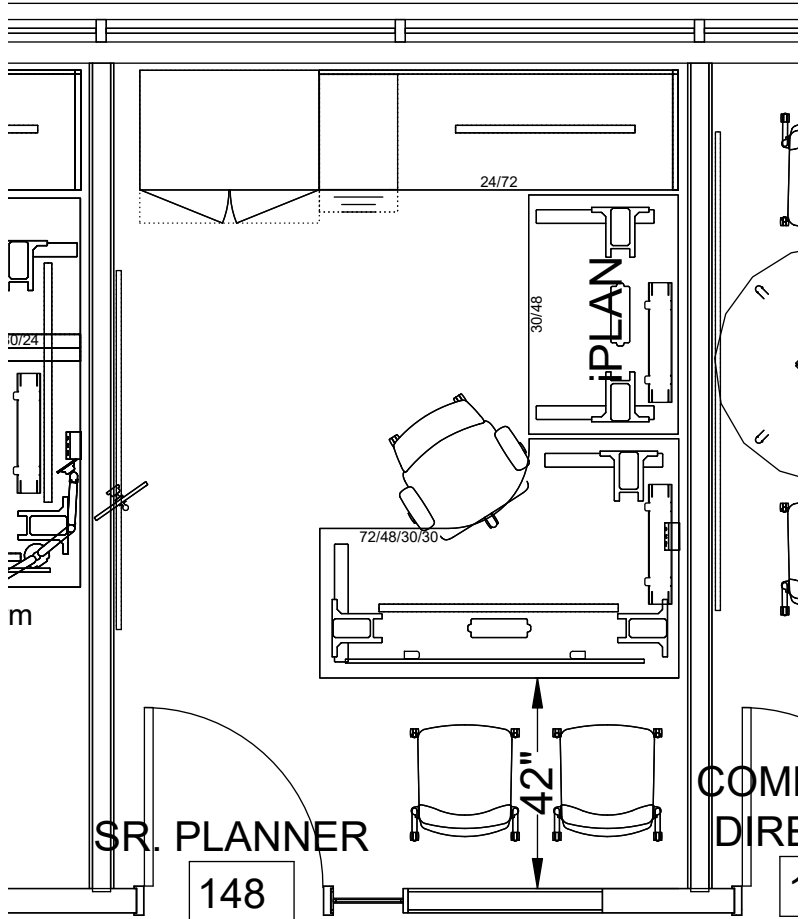


Senior Planner

Separate height adjustable table for iPlan



Offices 145, 147, 131, & 151



Office 148



500 E. Court Avenue
Suite 150
Des Moines, IA 50309
P: (515) 282-2166

Clive City Hall
Phase 2

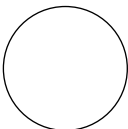
Typical Offices

REVISIONS

7/1/2025
8/6/2025
8/26/2025
9/18/2025
9/30/2025
10/6/2025
10/22/2025

Job #:

Preliminary Plan



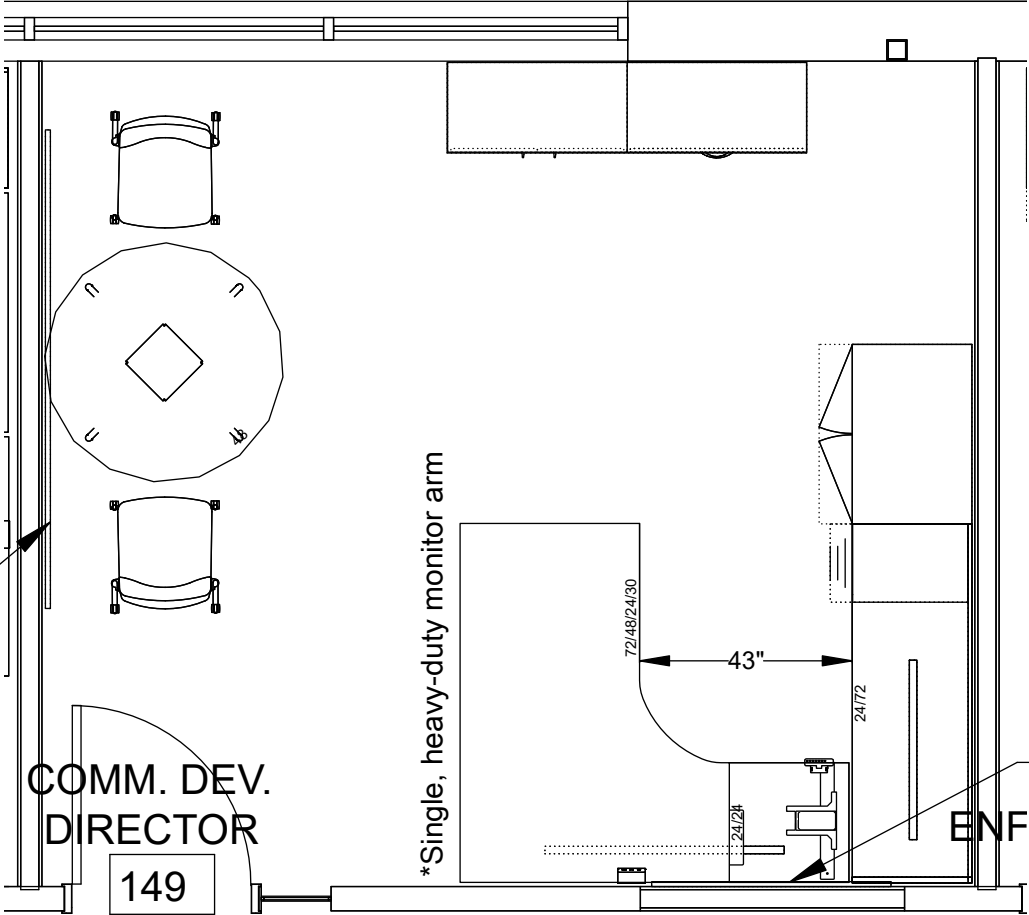
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*Sizes of offices vary slightly.



Community
Development
Director

4'x8' Magnetic Glassboard



3'x4' Magnetic Glassboard



all makes

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Clive City Hall
Phase 2

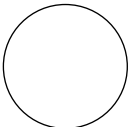
Offices -
Community
Development
Director

REVISIONS

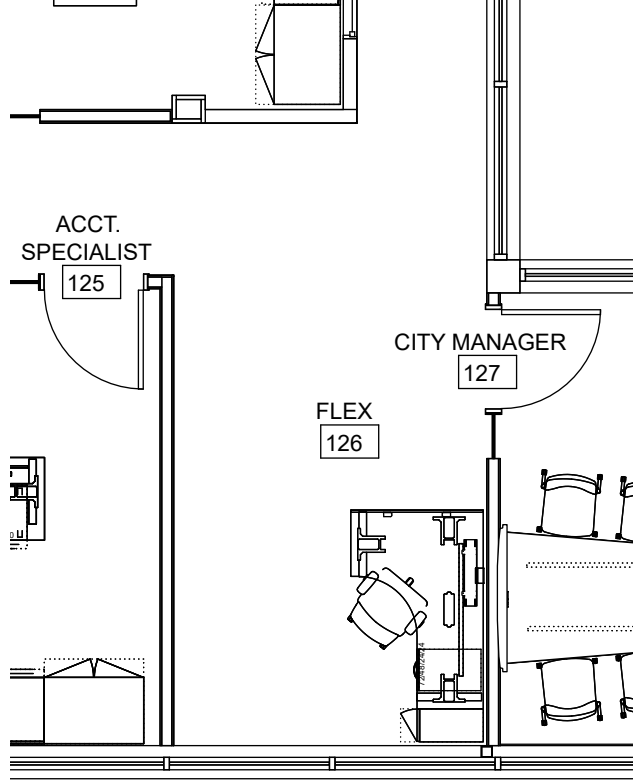
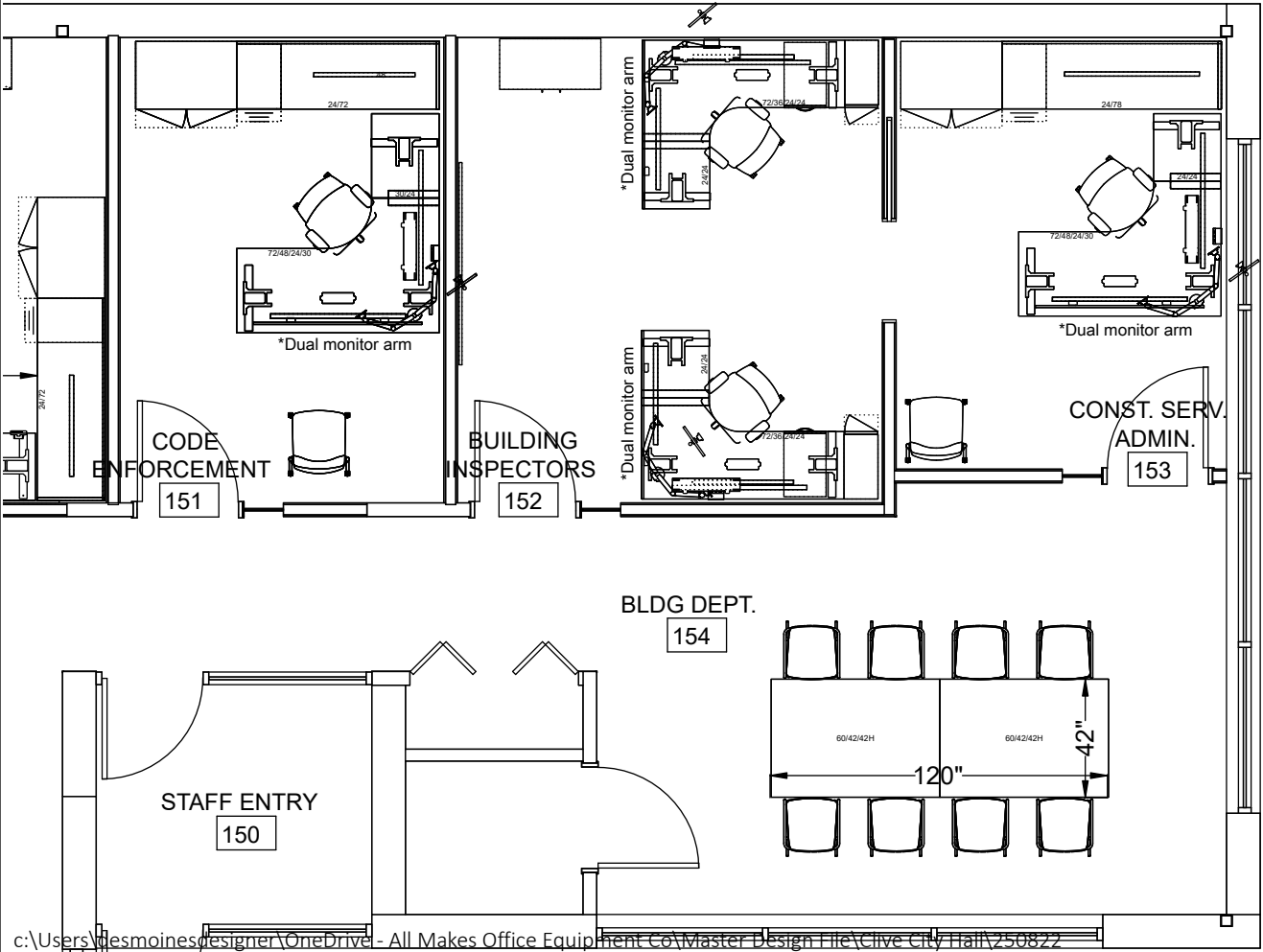
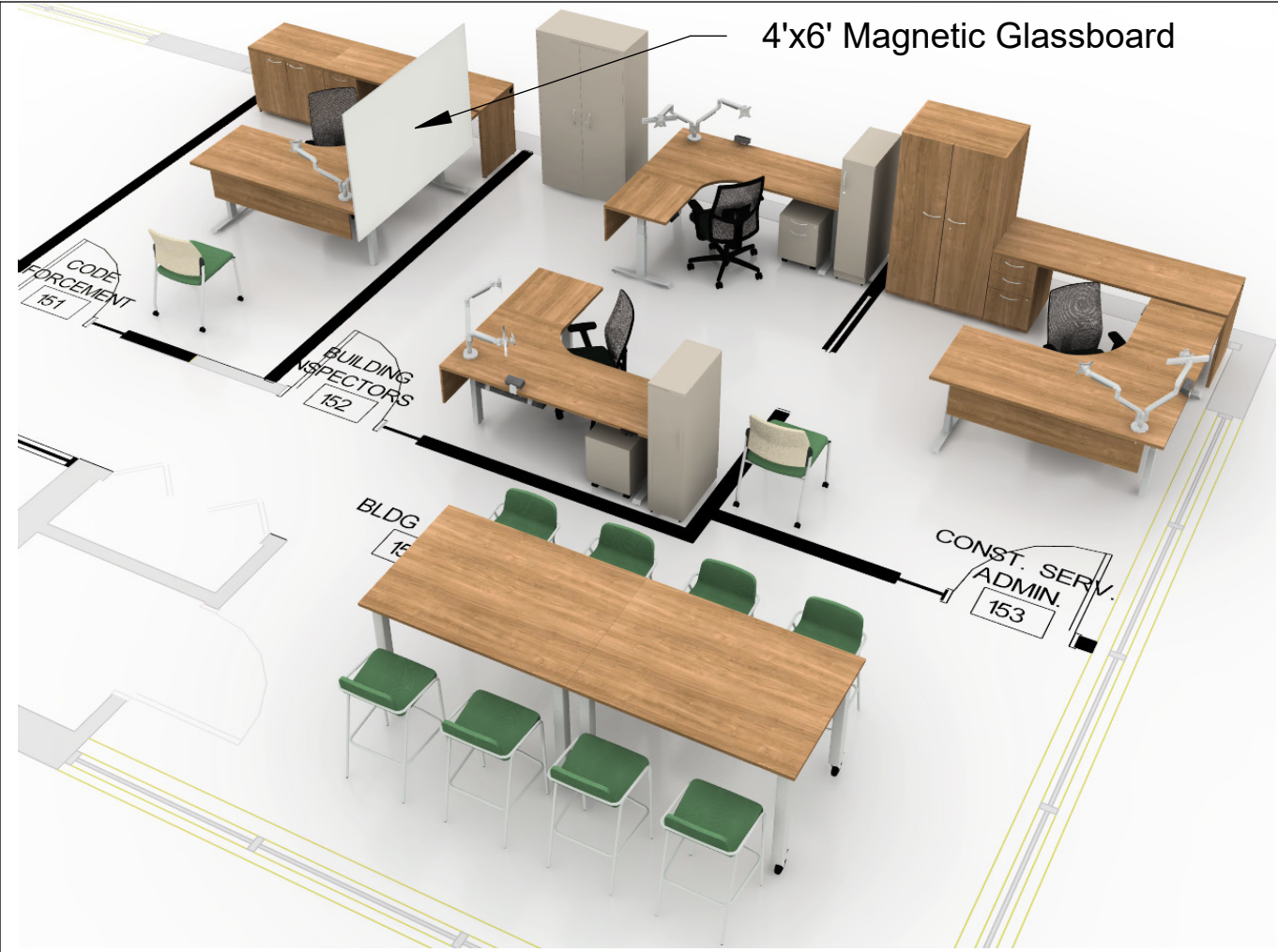
7/1/2025
8/6/2025
8/26/2025
9/18/2025
9/30/2025
10/6/2025
10/22/2025

Job #:

Preliminary Plan



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all makes

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Clive City Hall
Phase 2

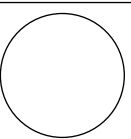
Building
Inspectors
& Flex Space
126

REVISIONS

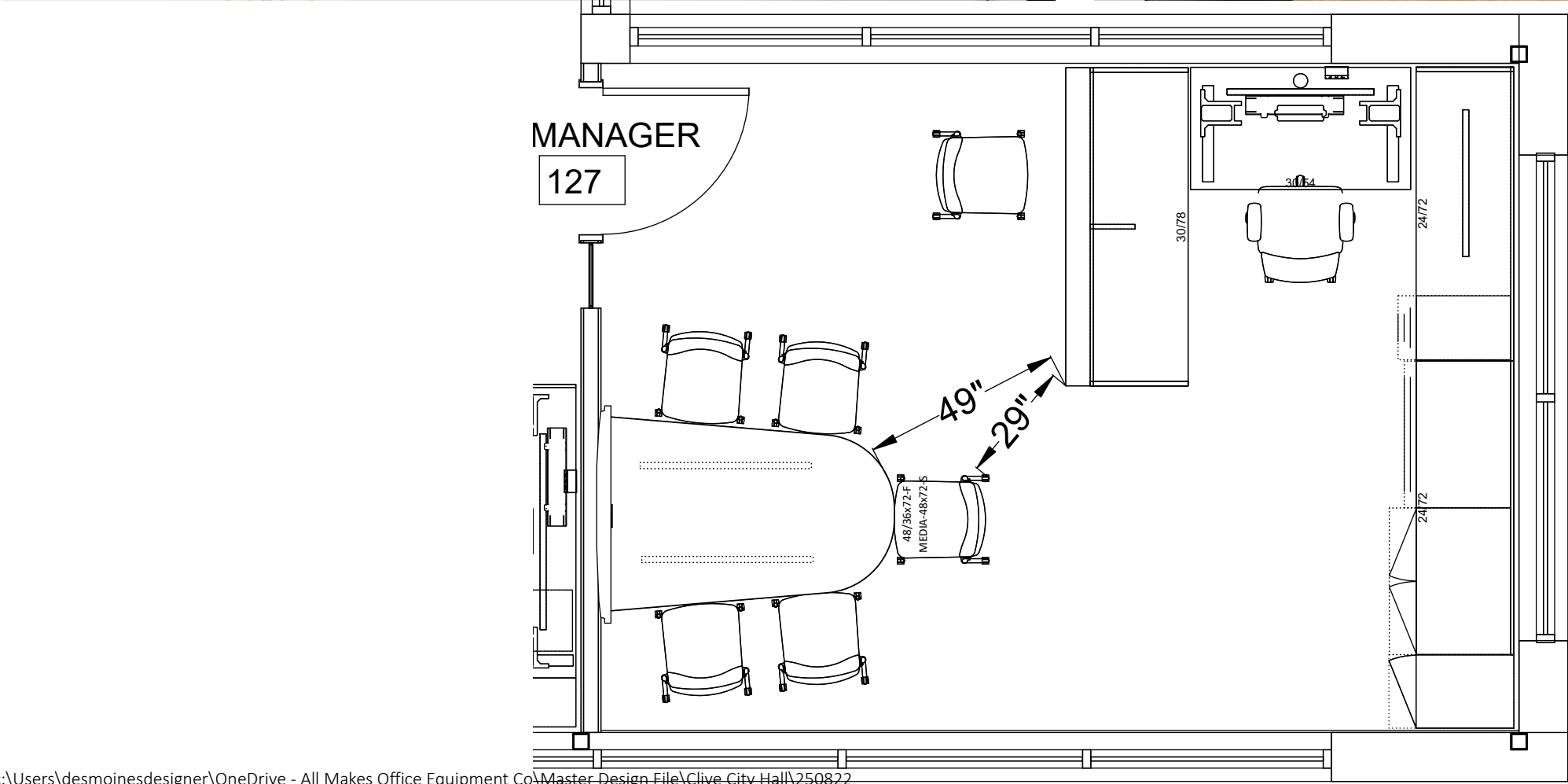
- 7/1/2025
- 8/6/2025
- 8/26/2025
- 9/18/2025
- 9/30/2025
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all makes

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Clive City Hall
Phase 2

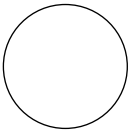
City Manager

REVISIONS

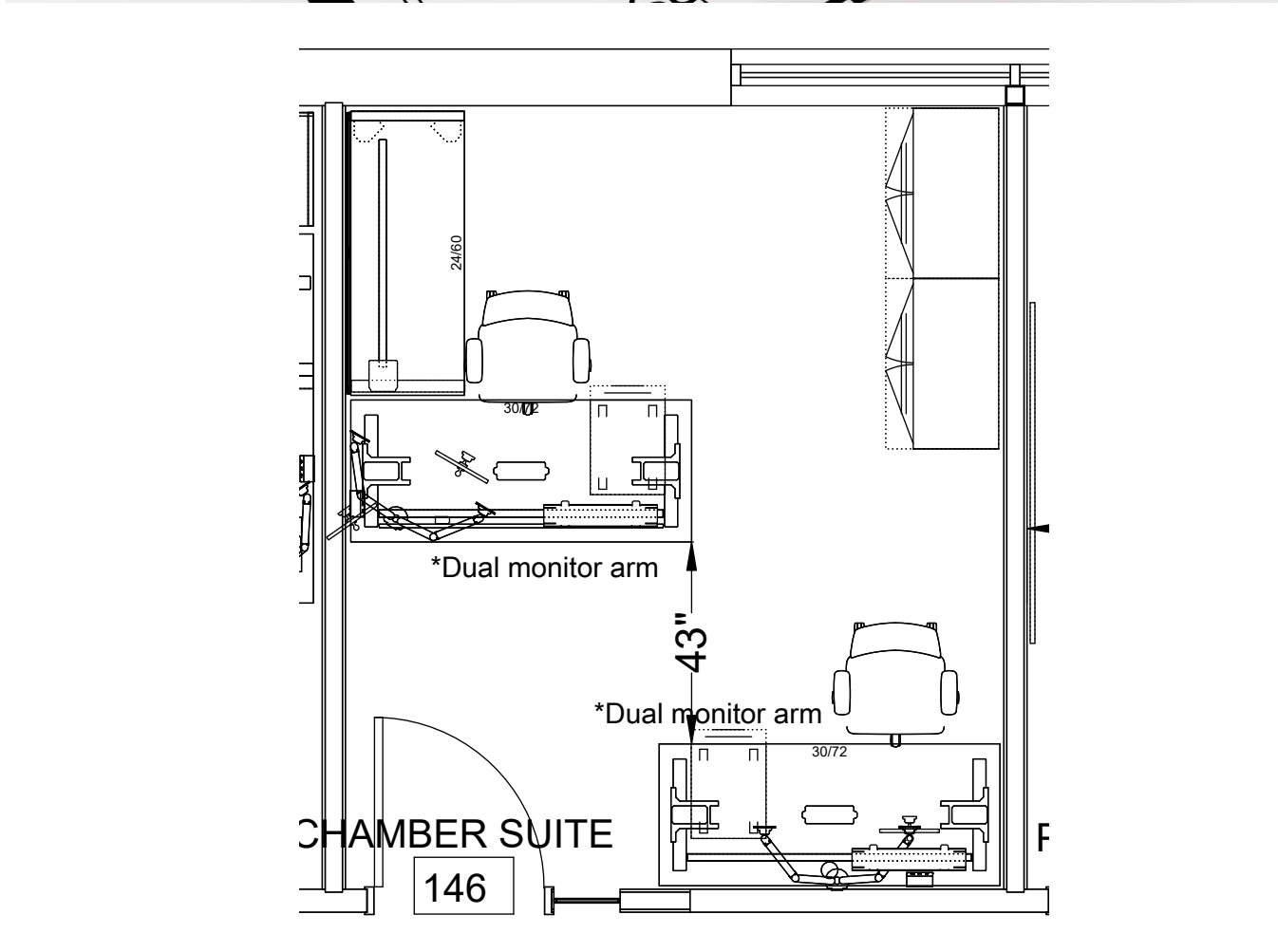
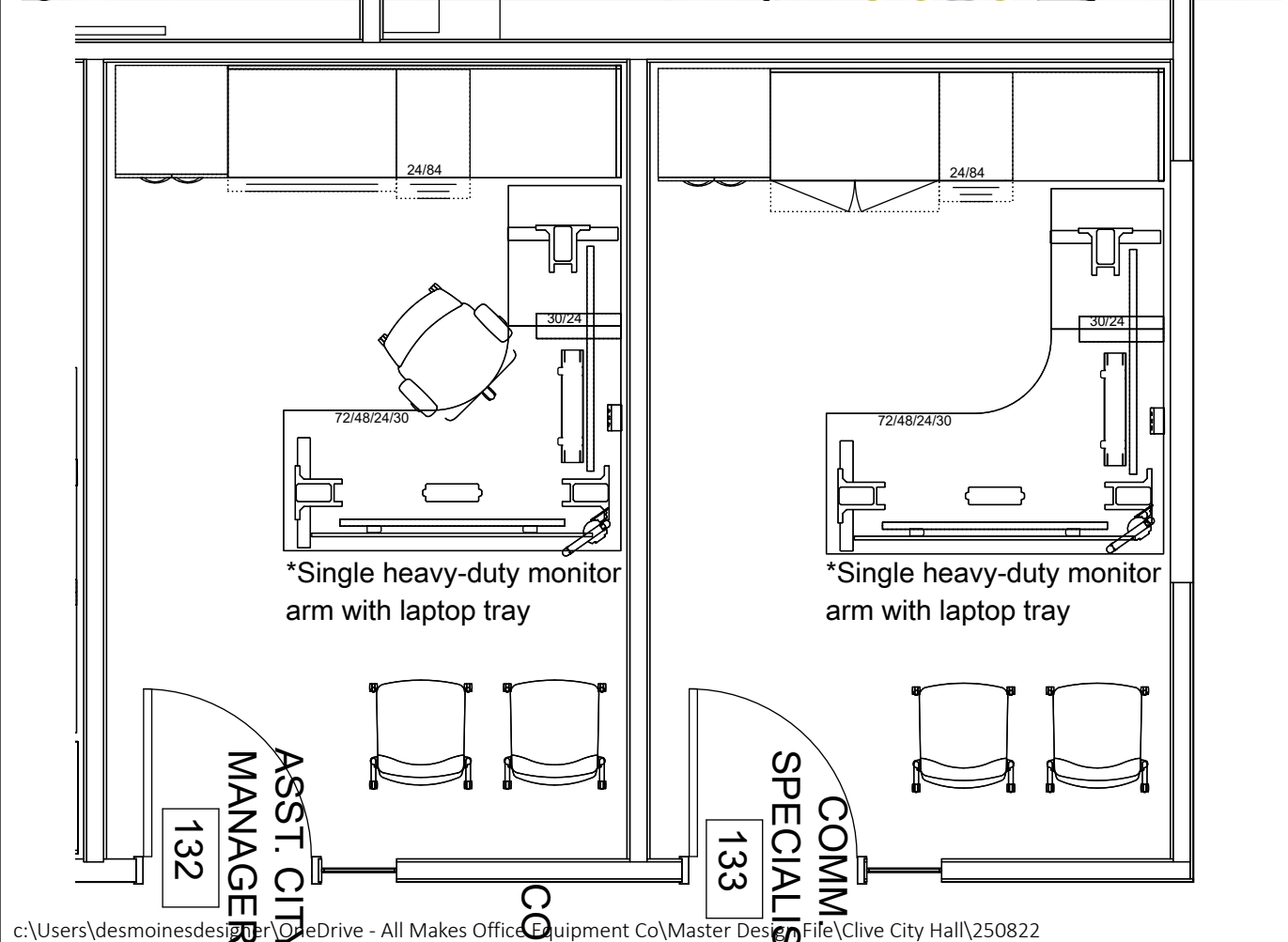
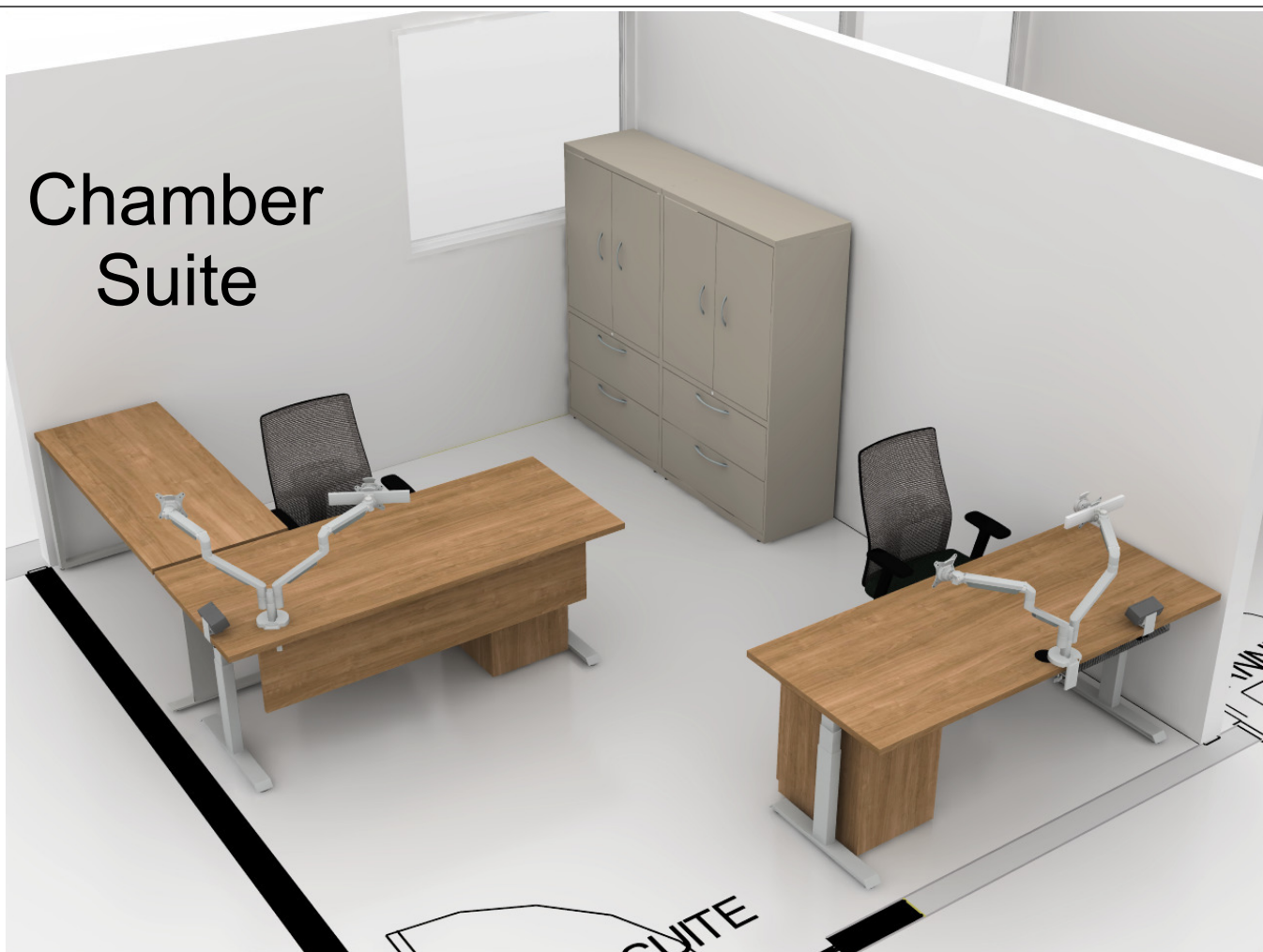
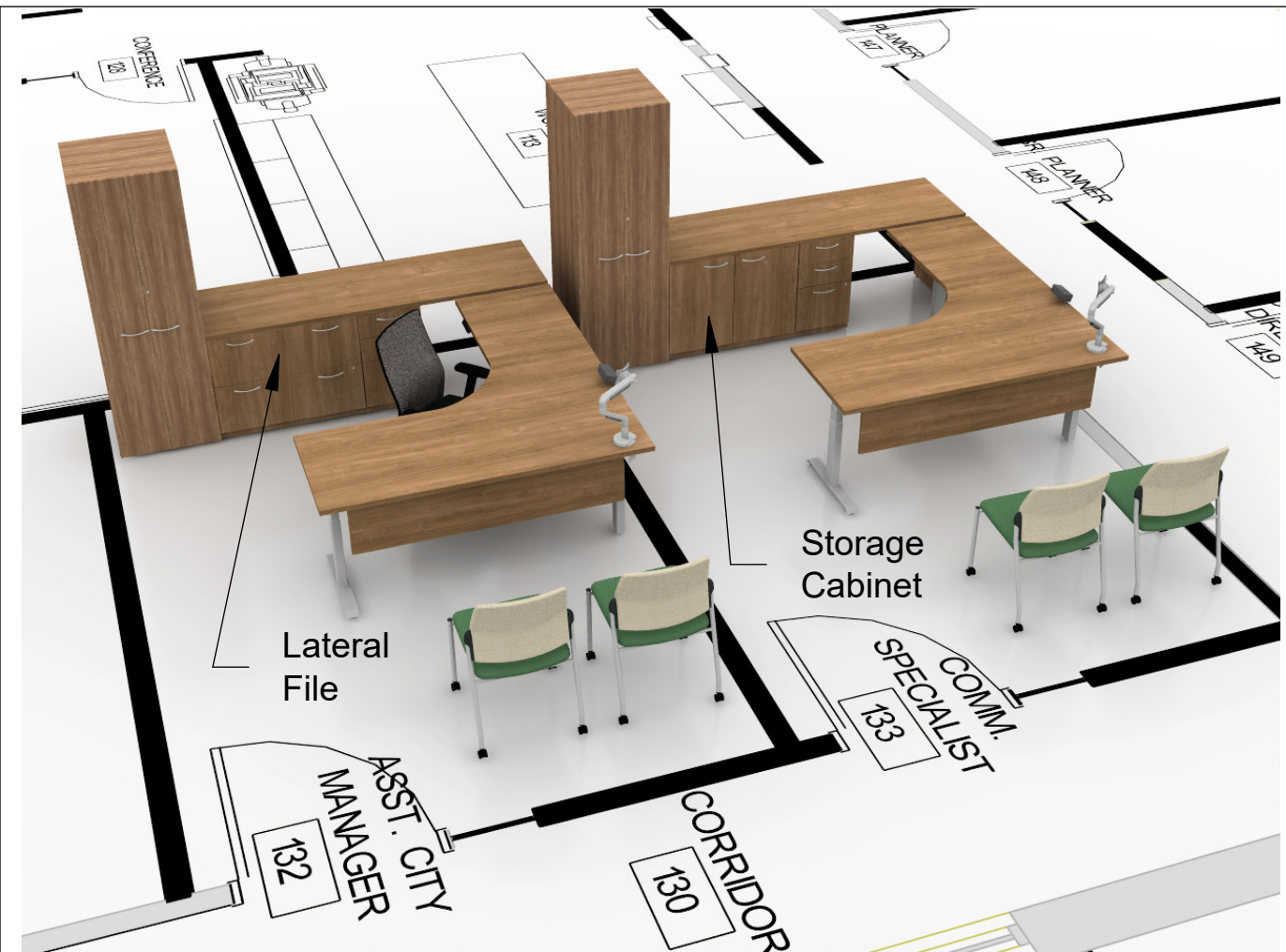
- 7/1/2025
- 8/6/2025
- 8/26/2025
- 9/18/2025
- 9/30/2025
- 10/6/2025
- 10/22/2025

Job #:

Preliminary Plan



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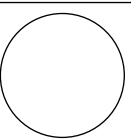
Clive City Hall
Phase 2

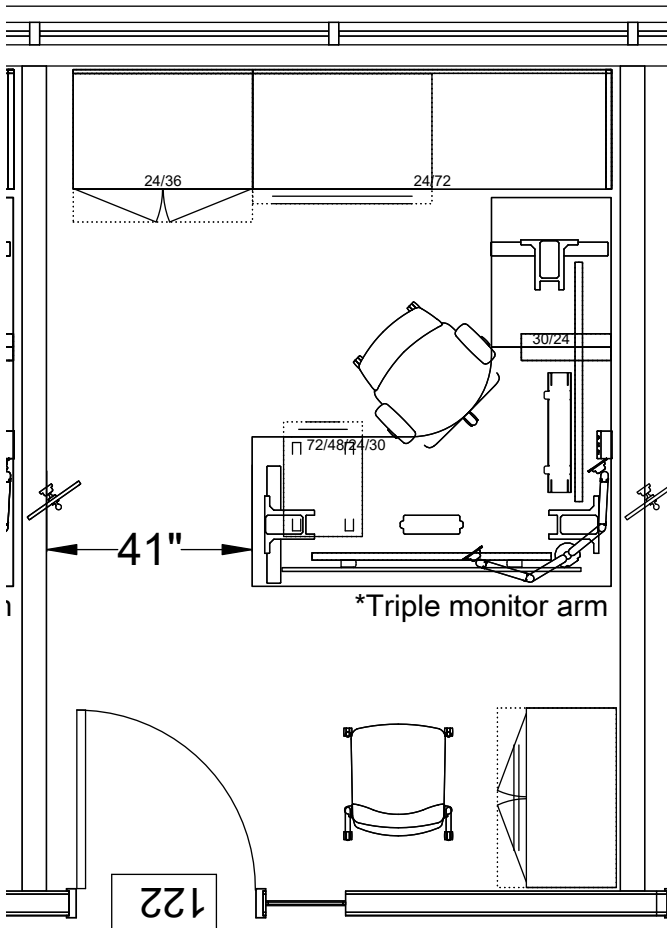
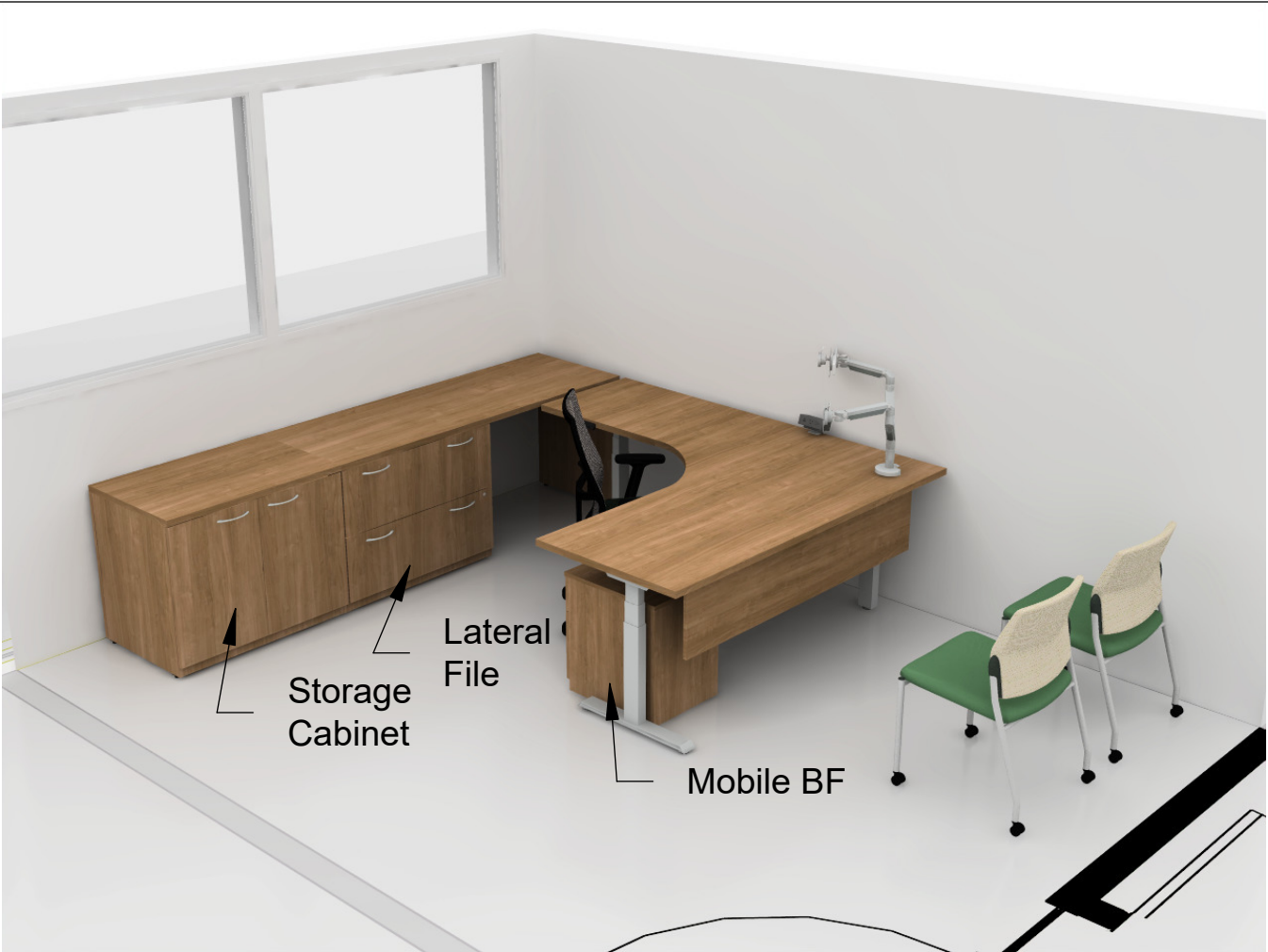
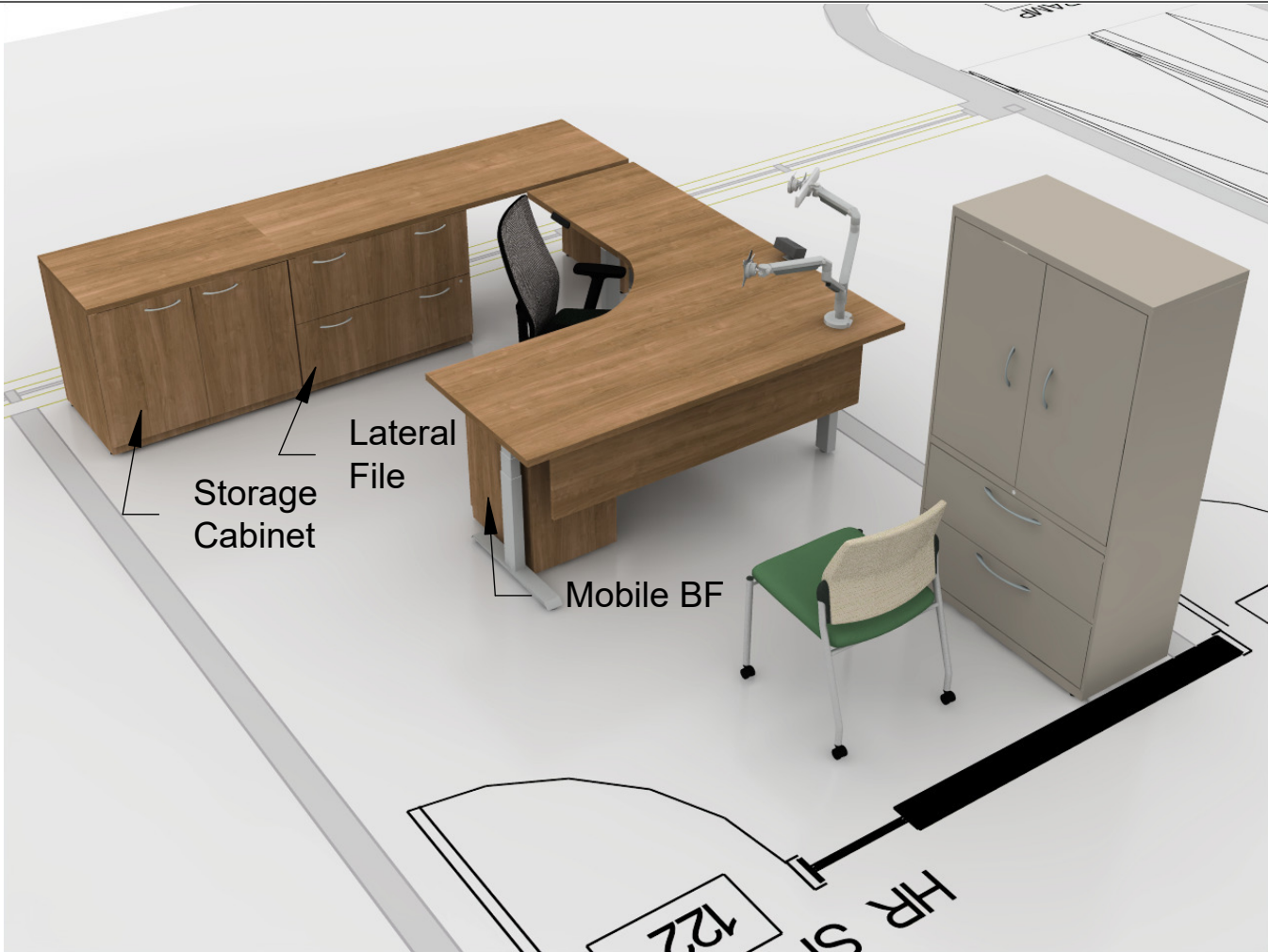
Offices - Asst.
City Manager,
Comm.
Specialist, &
Chamber Suite

REVISIONS
7/1/2025
8/6/2025
8/26/2025
9/18/2025
9/30/2025
10/6/2025
10/22/2025

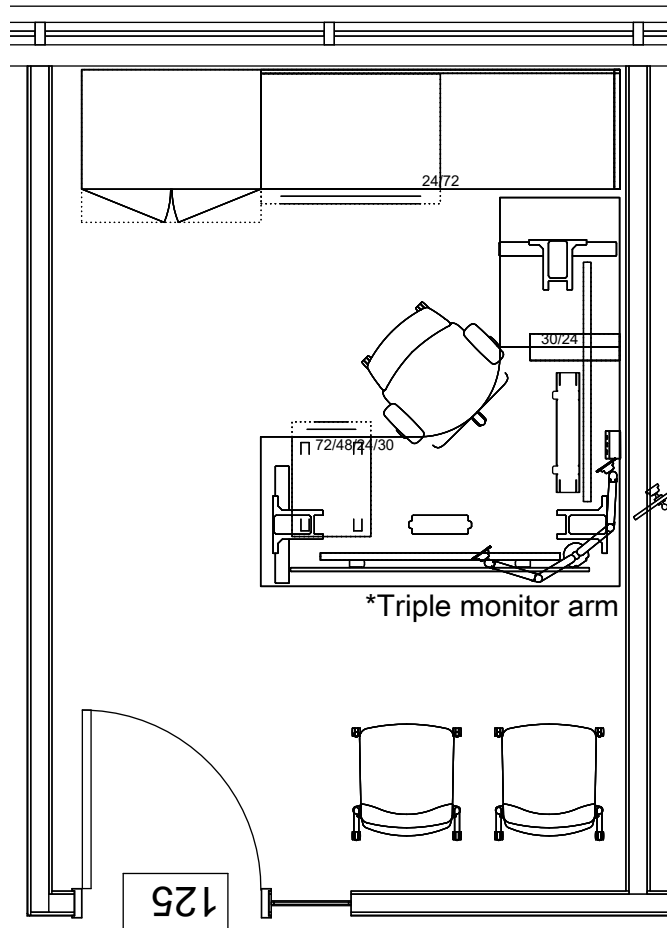
Job #:

Preliminary Plan

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Office 122



Offices 121,
123, & 125



all makes

500 E. Court Avenue
Suite 150
Des Moines, IA 50309
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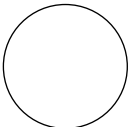
Clive City Hall
Phase 2
Offices

REVISIONS

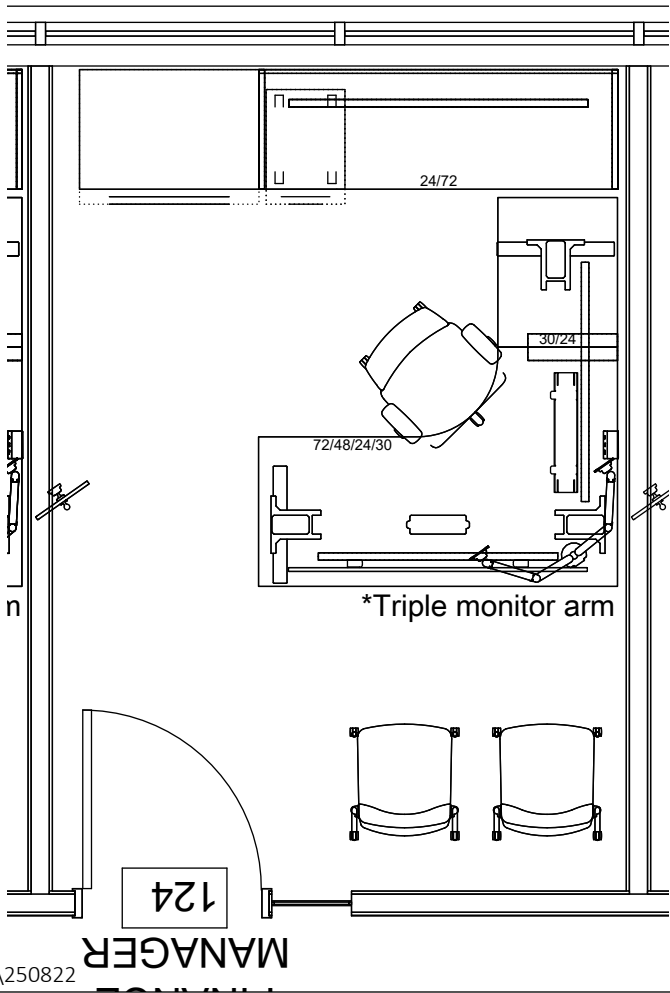
7/1/2025
8/6/2025
8/26/2025
9/18/2025
9/30/2025
10/6/2025
10/22/2025

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Preliminary Plan



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Office 124



all makes

500 E. Court Avenue
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Clive City Hall
Phase 2

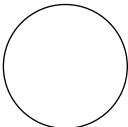
Offices

REVISIONS

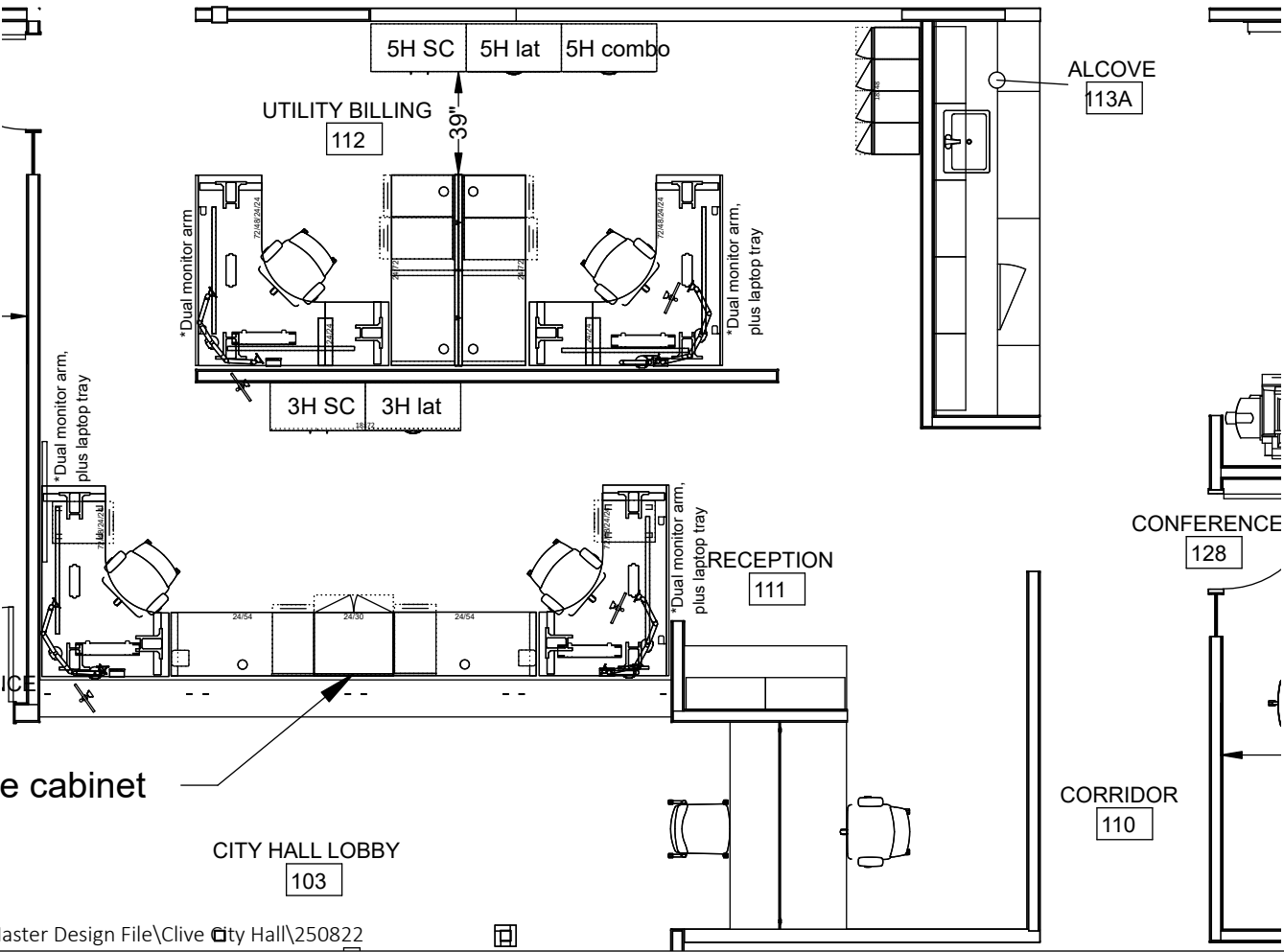
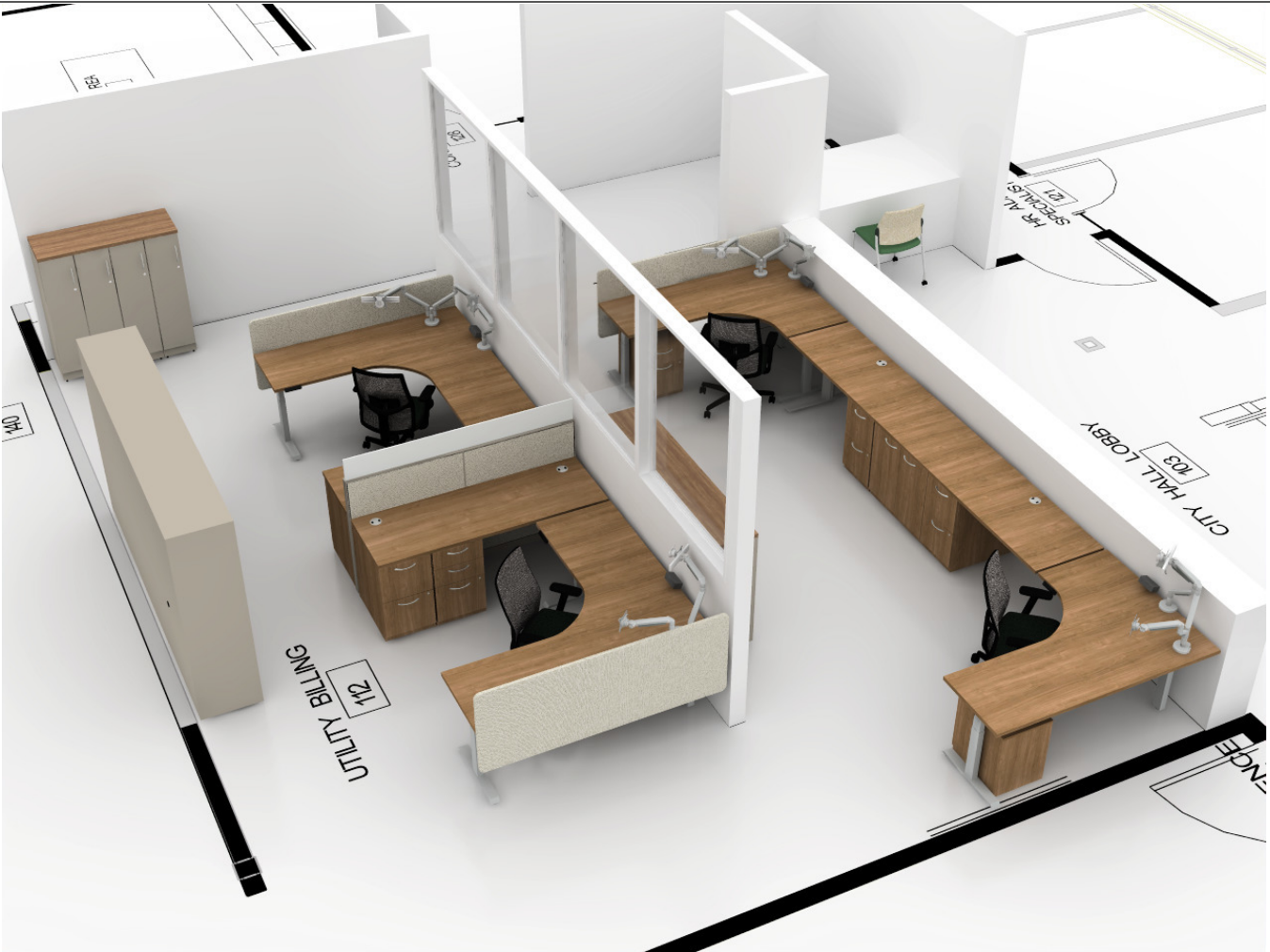
- 7/1/2025
- 8/6/2025
- 8/26/2025
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- 9/30/2025
- 10/6/2025
- 10/22/2025

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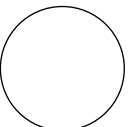
Clive City Hall
Phase 2

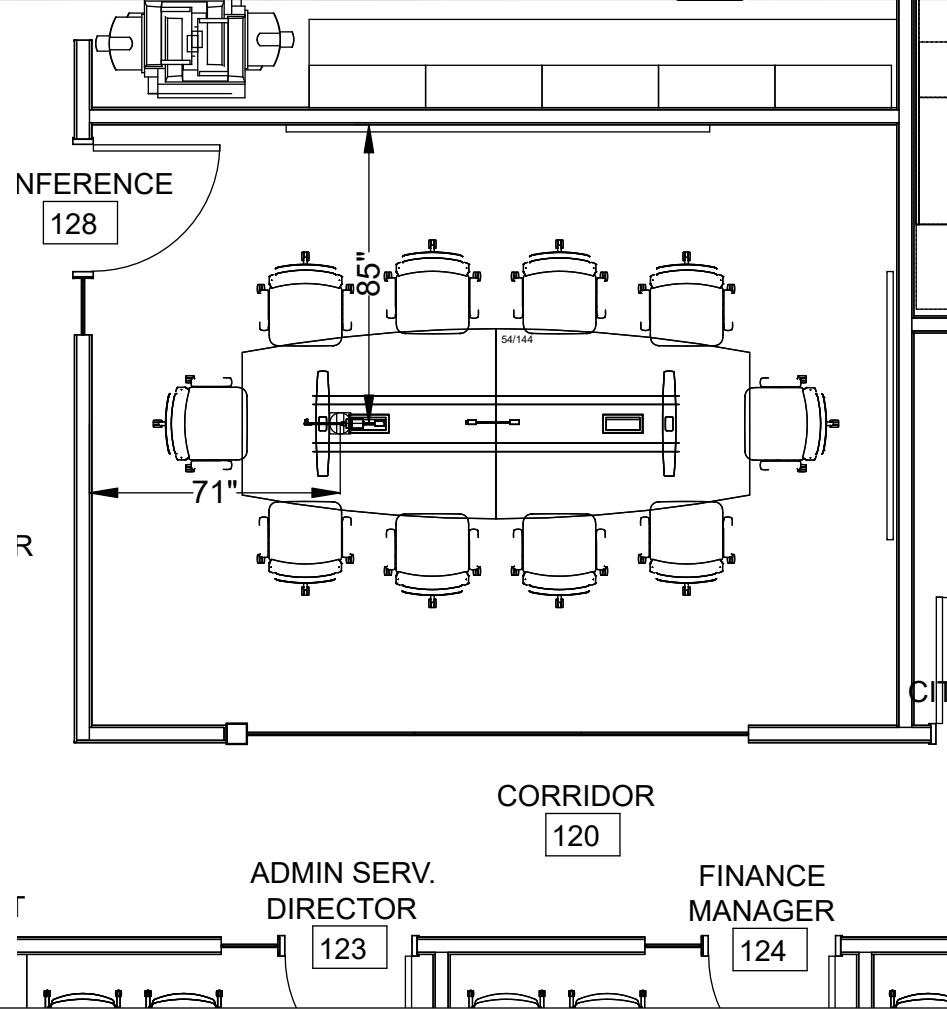
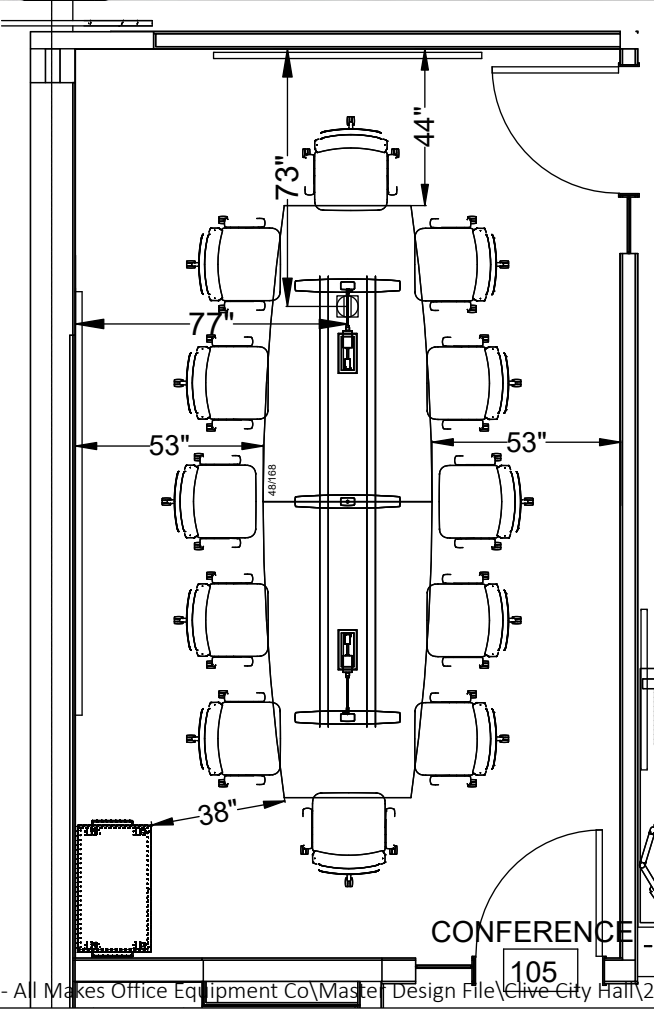
Utility Billing &
Reception

REVISIONS
7/1/2025
8/6/2025
8/26/2025
9/18/2025
9/30/2025
10/6/2025
10/22/2025

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Preliminary Plan

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all makes

500 E. Court Avenue
Suite 150
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P: (515) 282-2166

Clive City Hall
Phase 2

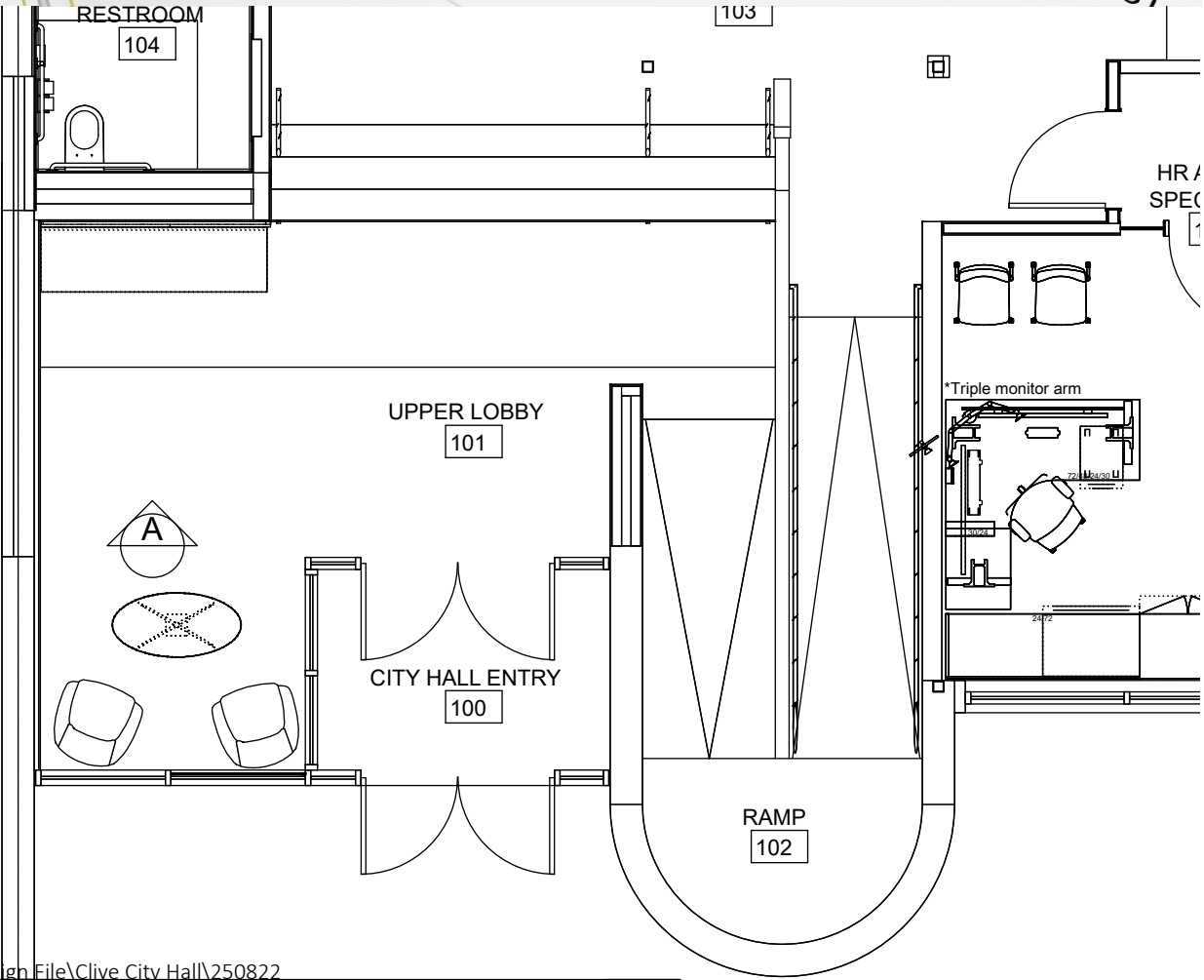
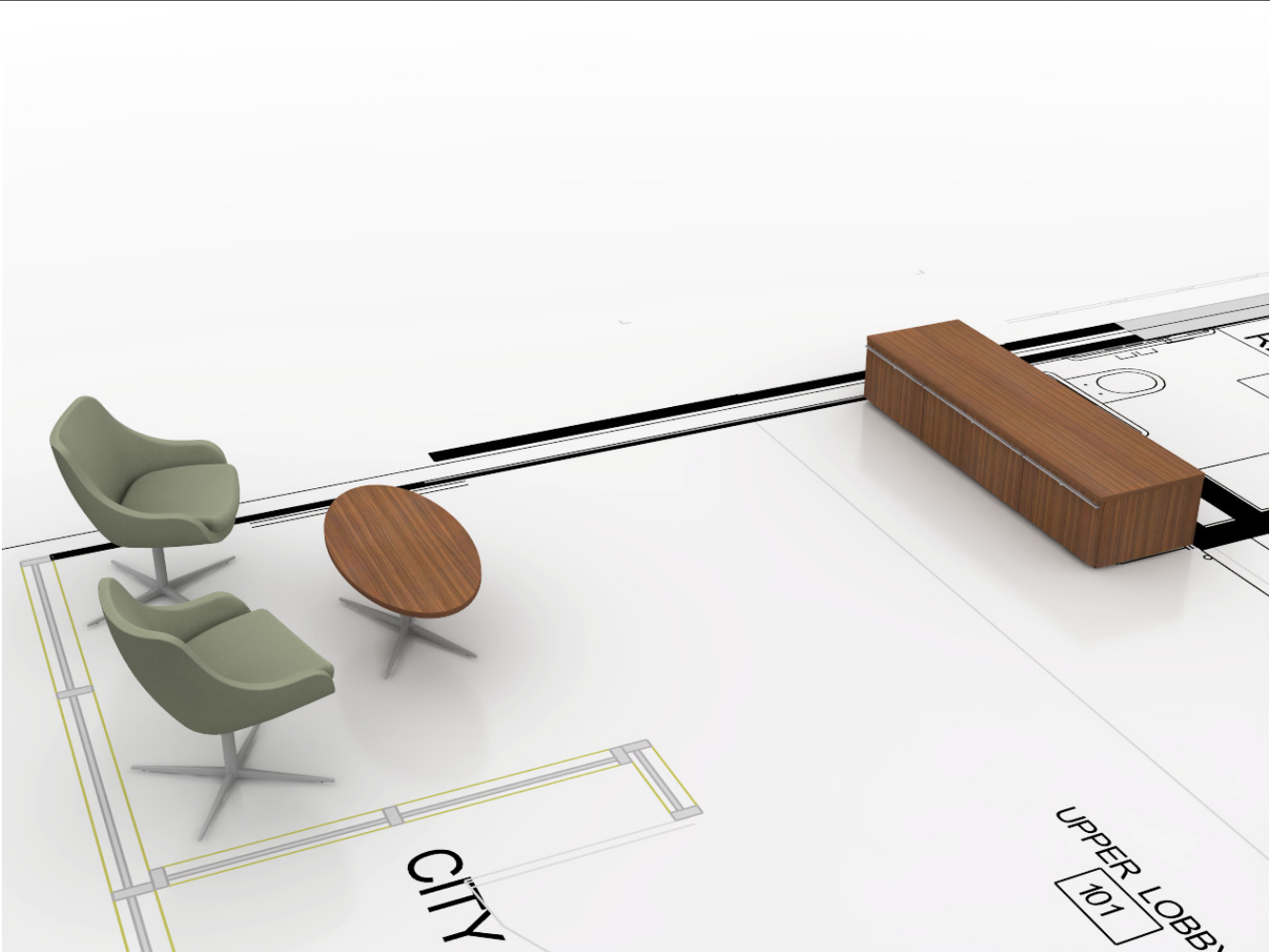
Conference
Rooms

REVISIONS
7/1/2025
8/6/2025
8/26/2025
9/18/2025
9/30/2025
10/6/2025
10/22/2025

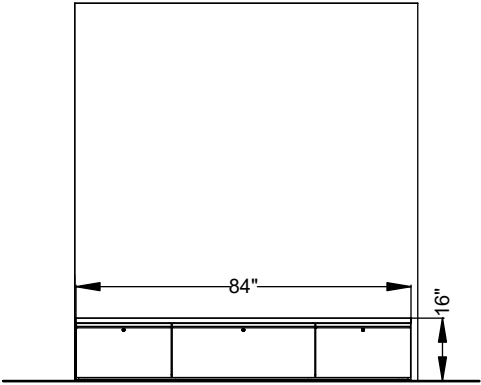
Job #:

Preliminary Plan

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Elevation A



all makes

500 E. Court Avenue
Suite 150
Des Moines, IA 50309
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Clive City Hall
Phase 2

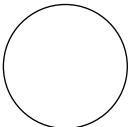
Lobby

REVISIONS

- 7/1/2025
- 8/6/2025
- 8/26/2025
- 9/18/2025
- 9/30/2025
- 10/6/2025
- 10/22/2025

Job #:

Preliminary Plan



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All Makes
500 E. Court Avenue, Suite 150
Des Moines, IA 50309
Phone: 515.282.2166
Fax: 515.282.5456
Email/Web: www.allmakes.com

Quotation

Project: D8512
Proj Desc: City Hall Phase 2

Quote: D8512.001
Status: New

Sold To: 9368-01
City of Clive***
City Hall
1900 NW 114th Street
Clive, IA 50325

Bill To: 9368-01
City of Clive***
City Hall
1900 NW 114th Street
Clive, IA 50325
Attention: Accounts Payable

Ship To: 9368-01
City of Clive***
City Hall
1900 NW 114th Street
Clive, IA 50325

Date Entered	Customer PO	Salesperson	FOB	Terms
09/03/2025		Kelly Coenen	D	

Summary:

City of Clive-City Hall Ph 2	Extended Price	Tax	Total Amount
MEETING SPACES	26,834.60	0.00	26,834.60
OFFICES	115,705.58	0.00	115,705.58
RECEPTION & LOBBY	31,589.72	0.00	31,589.72
Labor to Receive, Deliver and Install Furniture during Normal Business Hours.	16,995.00	0.00	16,995.00
Totals:	191,124.90	0.00	191,124.90



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Quotation

Page: 1 of 21

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City Hall
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Clive, IA 50325

Date Entered	Customer PO	Salesperson	FOB	Terms
09/03/2025		Kelly Coenen	D	

Line	Loc	Item Number	MFG	Description	Qty	Unit Price	Extended
1	01	GMLIV19-043	GUNLO	MEETING SPACES GUN LIV BAR HEIGHT ARM UPHOLSTERY	8	798.56	6,388.48
			Line Note:	MEETING SPACES			
			Options:	.X-STANDARD NO FSC \$(P2)-PAINT GRD 2 .PR6-SILVER .STD-STANDARD BLACK NYLON \$(3)-GRD 3 UPH .SX-MOXIE 51-HOLLY .U-CTB 117 FLAMMABILITY RATING			
2	01	HCFMU	HONCO	COFI MANAGERIAL HEIGHT CHAIR	22	523.27	11,511.94
			Line Note:	MEETING SPACES			
			Options:	.Y2-ADVANC'D SYNCHRO-TILT/ST SLIDER .STC-STANDARD CYLINDER .F-FIXED .S-BLACK ALL-SURFACE CASTER \$(1)-GRADE 1 UPH .UR-CONTOURETT 17-STORM .CHS-CHANNEL STITCH TC00-COORDINATING .SB-STANDARD BASE			
3	01	HQB	HONCO	INTERLINK IQ POWER BASE IN-FEED	2	287.34	574.68
			Line Note:	MEETING SPACES			
4	01	HQH5-E-3P1U2B	HONCO	ELLORAB G2 FLPTOP FOR IQ/3 PWR/1 DUAL USB/2 BLNK	4	239.78	959.12
			Line Note:	MEETING SPACES			
			Options:	.SVR-SILVER			
5	01	HQJ3	HONCO	INTERLINK IQ POWER JUMPER 3FT	2	60.24	120.48
			Line Note:	MEETING SPACES			
6	01	HTLB48168	HONCO	PRESIDE 168W X 48D BOAT SHAPED LAMINATE TOP	1	835.49	835.49
			Line Note:	MEETING SPACES			
			Options:	.G-2MM/FLAT PINC-PINNACLE .G2-CUT OUT FOR FLIP TOP PORT \$(L1STD)-GRD L1 STANDARD LAMINATES .PINC-PINNACLE			
7	01	HTLB54144	HONCO	PRESIDE 144W X 54D BOAT SHAPED LAMINATE TOP	1	847.77	847.77
			Line Note:	MEETING SPACES			
			Options:	.G-2MM/FLAT PINC-PINNACLE .G2-CUT OUT FOR FLIP TOP PORT \$(L1STD)-GRD L1 STANDARD LAMINATES			



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Quotation

Page: 2 of 21

Project: D8512
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Date Entered	Customer PO	Salesperson	FOB	Terms
09/03/2025		Kelly Coenen	D	

Line	Loc	Item Number	MFG	Description	Qty	Unit Price	Extended
				.PINC-PINNACLE			
8	01	HTMC424260	HONCO	PRESIDE 42X60 STDNG MOBILE COLLAB TBL	2	976.58	1,953.16
				Line Note: MEETING SPACES			
				Options: .N-NO GROMMETS			
				\$(L1STD)-GRD L1 STANDARD LAMINATES			
				.PINC-PINNACLE			
				.PINC-PINNACLE			
				.C-CASTER			
				\$(P2)-P2 PAINT OPTS			
				.T1-PLATINUM METALLIC			
9	01	HTTLEG144	HONCO	PRESIDE ALUMINUM T LEG FOR 144" TABLE TOPS	1	516.43	516.43
				Line Note: MEETING SPACES			
				Options: \$(P2)-P2 PAINT OPTS			
				.T1-PLATINUM METALLIC			
10	01	HTTLEG168	HONCO	PRESIDE ALUMINUM T LEG FOR 168" TABLE TOPS	1	741.95	741.95
				Line Note: MEETING SPACES			
				Options: \$(P2)-P2 PAINT OPTS			
				.T1-PLATINUM METALLIC			
11	01	72K2136MSCDRDWRL	KIMBALL	STOW,21DX36WX41H,SERVING CART,DOORS & DRAWERS,TFL	1	1,844.10	1,844.10
				Line Note: MEETING SPACES			
				Options: KRS-RDM CORE INCL,NOT INSTL,SILVER			
				792-SABLE			
				792-SABLE			
149	01	TARIFF CHARGE	HONCO	Hon Tariff Surcharge	1	541.00	541.00
				Line Note: MEETING SPACES			
MEETING SPACES							26,834.60
				OFFICES			
12	01	ELF336NA	ALLST	ESS LAT 36W 39-1/8H 3-12" DRWS ARCH PULL	1	772.39	772.39
				Line Note: OFFICES			
				Options: \$(P1)-P1 PAINT OPTS			
				.P28-FOSSIL			
				.EL-MATTE SILVER			
				.STD-STANDARD RANDOM KEY			
13	01	ESC336A	ALLST	ESSENTIALS 39-1/8HX36W STORAGE CABINET ARCH	1	606.78	606.78
				Line Note: OFFICES			
				Options: \$(P1)-P1 PAINT OPTS			
				.P28-FOSSIL			
				.EL-MATTE SILVER			
				.STD-STANDARD RANDOM KEY			
14	01	ESC536A	ALLST	ESSENTIALS 64-1/4HX36W STORAGE CABINET ARCH	1	887.46	887.46
				Line Note: OFFICES			
				Options: \$(P1)-P1 PAINT OPTS			
				.P28-FOSSIL			



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Quotation

Page: 3 of 21

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Date Entered	Customer PO	Salesperson	FOB	Terms
09/03/2025		Kelly Coenen	D	

Line	Loc	Item Number	MFG	Description	Qty	Unit Price	Extended
				.EL-MATTE SILVER			
				.STD-STANDARD RANDOM KEY			
15	01	ISLAUTNPB7218S2	ALLST	STOR ISLA TOP 72WX18D S2	1	179.12	179.12
			Line Note:	OFFICES			
			Options:	.X-NON-FSC WOOD			
				\$(L1STD)-GRD L1 STANDARD LAMINATES			
				.PINC-PINNACLE			
				.PI-PINNACLE WALNUT			
16	01	YPPM211524BFM	ALLST	ALIGN PED 21X15X24 BF METFRONT MOBILE	3	277.10	831.30
			Line Note:	OFFICES			
			Options:	.A-ARCH			
				PR0-ANODIZED SILVER			
				\$(P1)-P1 PAINT OPTS			
				.P28-FOSSIL			
				\$(MATCH)-MATCH CASE			
				.NA-MATCH CASE			
				.X-OMIT LOCK			
17	01	WKNT722424	ALLST	APPROACH WARDROBE 72H 24W 24D NO FEET	1	1,004.93	1,004.93
			Line Note:	OFFICES			
			Options:	.X-STANDARD WOOD			
				\$(L1STD)-GRD L1 STANDARD LAMINATES			
				.PINC-PINNACLE			
				PI-PINNACLE			
				\$(L1STD)-GRD L1 STANDARD LAMINATES			
				.PINC-PINNACLE			
				PI-PINNACLE			
				.AP-ARCH			
				PR0-ANODIZED SILVER			
				.STD-STANDARD RANDOM KEY			
18	01	ATLADM-TRMEDL4872F	ALLST	ADMIX RNDED MEDIA TOP 48/36X72 LAM FLAT EDGE	1	472.49	472.49
			Line Note:	OFFICES			
			Options:	.X-NON-FSC WOOD			
				\$(L1STD)-GRD L1 STANDARD LAMINATES			
				.PINC-PINNACLE			
				.PI-PINNACLE			
				.GN-GROMMET NO			
19	01	Z6CLFL	ALLST	FIXED C-LEG LEFT FOR FLAT/SQ EDGE	1	173.63	173.63
			Line Note:	OFFICES			
			Options:	\$(P2)-P2 PAINT OPTS			
				.PR2-PLATINUM METALLIC			
20	01	ARIASM34WH	GHENT	3X4 ARIA LOW PROFILE GLASSBOARD, MAGNETIC, HORIZONTAL, WHITE	1	555.50	555.50
			Line Note:	OFFICES			



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Project: D8512
Proj Desc: City Hall Phase 2

Quote: D8512.001
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09/03/2025		Kelly Coenen	D	

Line	Loc	Item Number	MFG	Description	Qty	Unit Price	Extended
21	01	ARIASM46WH	GHENT	4X6 ARIA LOW PROFILE GLASSBOARD, MAGNETIC, HORIZONTAL, WHITE	3	953.50	2,860.50
			Line Note:	OFFICES			
22	01	ARIASM48WH	GHENT	4X8 ARIA LOW PROFILE GLASSBOARD, MAGNETIC, HORIZONTAL, WHITE	1	1,253.50	1,253.50
			Line Note:	OFFICES			
23	01	HF23S	HONCO	CONTAIN SATIN REMOVABLE LOCK CORE KIT	3	27.37	82.11
			Line Note:	OFFICES			
			Options:	.X121E-121E			
24	01	HF23S	HONCO	CONTAIN SATIN REMOVABLE LOCK CORE KIT	2	27.37	54.74
			Line Note:	OFFICES			
			Options:	.X153E-153E			
25	01	HF23S	HONCO	CONTAIN SATIN REMOVABLE LOCK CORE KIT	4	27.37	109.48
			Line Note:	OFFICES			
			Options:	.X127E-127E			
26	01	HF23S	HONCO	CONTAIN SATIN REMOVABLE LOCK CORE KIT	3	27.37	82.11
			Line Note:	OFFICES			
			Options:	.X124E-124E			
27	01	HF23S	HONCO	CONTAIN SATIN REMOVABLE LOCK CORE KIT	2	27.37	54.74
			Line Note:	OFFICES			
			Options:	.X154E-154E			
28	01	HF23S	HONCO	CONTAIN SATIN REMOVABLE LOCK CORE KIT	2	27.37	54.74
			Line Note:	OFFICES			
			Options:	.X126E-126E			
29	01	HF23S	HONCO	CONTAIN SATIN REMOVABLE LOCK CORE KIT	2	27.37	54.74
			Line Note:	OFFICES			
			Options:	.X148E-148E			
30	01	HF23S	HONCO	CONTAIN SATIN REMOVABLE LOCK CORE KIT	2	27.37	54.74
			Line Note:	OFFICES			
			Options:	.X151E-151E			
31	01	HF23S	HONCO	CONTAIN SATIN REMOVABLE LOCK CORE KIT	2	27.37	54.74
			Line Note:	OFFICES			
			Options:	.X152E-152E			
32	01	HF23S	HONCO	CONTAIN SATIN REMOVABLE LOCK CORE KIT	5	27.37	136.85
			Line Note:	OFFICES			
			Options:	.X122E-122E			
33	01	HF23S	HONCO	CONTAIN SATIN REMOVABLE LOCK CORE KIT	3	27.37	82.11
			Line Note:	OFFICES			
			Options:	.X123E-123E			
34	01	HF23S	HONCO	CONTAIN SATIN REMOVABLE LOCK CORE KIT	4	27.37	109.48
			Line Note:	OFFICES			
			Options:	.X149E-149E			
35	01	HF23S	HONCO	CONTAIN SATIN REMOVABLE LOCK CORE KIT	5	27.37	136.85



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				Line Note: OFFICES Options: .X146E-146E			
36	01	HF23S	HONCO	CONTAIN SATIN REMOVABLE LOCK CORE KIT	2	27.37	54.74
				Line Note: OFFICES Options: .X147E-147E			
37	01	HF23S	HONCO	CONTAIN SATIN REMOVABLE LOCK CORE KIT	3	27.37	82.11
				Line Note: OFFICES Options: .X132E-132E			
38	01	HF23S	HONCO	CONTAIN SATIN REMOVABLE LOCK CORE KIT	3	27.37	82.11
				Line Note: OFFICES Options: .X133E-133E			
39	01	HF23S	HONCO	CONTAIN SATIN REMOVABLE LOCK CORE KIT	1	27.37	27.37
				Line Note: OFFICES Options: .X144E-144E			
40	01	HF23S	HONCO	CONTAIN SATIN REMOVABLE LOCK CORE KIT	2	27.37	54.74
				Line Note: OFFICES Options: .X145E-145E			
41	01	HF23S	HONCO	CONTAIN SATIN REMOVABLE LOCK CORE KIT	2	27.37	54.74
				Line Note: OFFICES Options: .X131E-131E			
42	01	HF23S	HONCO	CONTAIN SATIN REMOVABLE LOCK CORE KIT	3	27.37	82.11
				Line Note: OFFICES Options: .X125E-125E			
43	01	HNL11SUPP	HONCO	1-1/8WX10-1/2DX28-1/2H SUPPORT BRACE	1	93.94	93.94
				Line Note: OFFICES Options: \$(L1STD)-GRD L1 STANDARD LAMINATES .PINC-PINNACLE			
44	01	HNL2116MBF	HONCO	15-3/4X20-1/8X21-1/2 MOBILE PEDESTAL BOX/FILE	7	470.99	3,296.93
				Line Note: OFFICES Options: .E-LOOP/SATIN \$(L1STD)-GRD L1 STANDARD LAMINATES .PINC-PINNACLE \$(L1STD)-GRD L1 STANDARD LAMINATES .PINC-PINNACLE			
45	01	HNL231628PBBF	HONCO	15-3/4WX23-1/8DX28-1/2H BOX/BOX/FILE PEDESTAL	10	442.64	4,426.40
				Line Note: OFFICES Options: .E-LOOP/SATIN .X-NO GROMMET \$(L1STD)-GRD L1 STANDARD LAMINATES .PINC-PINNACLE \$(L1STD)-GRD L1 STANDARD LAMINATES .PINC-PINNACLE			
46	01	HNL233628PLF	HONCO	36WX23-1/8DX28-1/2H LATERAL FILE PEDESTAL	6	652.53	3,915.18



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Line	Loc	Item Number	MFG	Description	Qty	Unit Price	Extended
				Line Note: OFFICES Options: .E-LOOP/SATIN .X-NO GROMMET \$(L1STD)-GRD L1 STANDARD LAMINATES .PINC-PINNACLE \$(L1STD)-GRD L1 STANDARD LAMINATES .PINC-PINNACLE			
47	01	HNL233628PSC	HONCO	36WX23-1/8DX28-1/2H STORAGE CABINET PEDESTAL	2	501.46	1,002.92
				Line Note: OFFICES Options: .E-LOOP/SATIN .X-NO GROMMET \$(L1STD)-GRD L1 STANDARD LAMINATES .PINC-PINNACLE \$(L1STD)-GRD L1 STANDARD LAMINATES .PINC-PINNACLE			
48	01	HNL241865WLR	HONCO	18X24X64-3/4 WARDROBE/STORAGE CAB LAM DR RT	1	981.76	981.76
				Line Note: OFFICES Options: .E-LOOP/SATIN \$(L1STD)-GRD L1 STANDARD LAMINATES .PINC-PINNACLE \$(L1STD)-GRD L1 STANDARD LAMINATES .PINC-PINNACLE			
49	01	HNL243629SC	HONCO	36X24X29-1/2 STORAGE CABINET WITH DOORS	10	643.22	6,432.20
				Line Note: OFFICES Options: .G-SMOOTH FLAT PINC-PINNACLE .E-LOOP/SATIN \$(L1STD)-GRD L1 STANDARD LAMINATES .PINC-PINNACLE \$(L1STD)-GRD L1 STANDARD LAMINATES .PINC-PINNACLE \$(L1STD)-GRD L1 STANDARD LAMINATES .PINC-PINNACLE			
50	01	HNL243665SC	HONCO	36X24X64-3/4 STORAGE CABINET WITH DOORS	1	1,335.53	1,335.53
				Line Note: OFFICES Options: .G-TRIANGLE BAR/BLACK \$(L1STD)-GRD L1 STANDARD LAMINATES .PINC-PINNACLE \$(L1STD)-GRD L1 STANDARD LAMINATES .PINC-PINNACLE			
51	01	HNLEP2428L	HONCO	1-1/8WX23-1/8DX28-1/2H END PANEL FOR 24D LEFT	2	127.80	255.60
				Line Note: OFFICES Options: .P-BLACK			



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Line	Loc	Item Number	MFG	Description	Qty	Unit Price	Extended
				\$(L1STD)-GRD L1 STANDARD LAMINATES .PINC-PINNACLE			
52	01	HNLEP2428L	HONCO	1-1/8WX23-1/8DX28-1/2H END PANEL FOR 24D LEFT Line Note: OFFICES Options: .X-NO GROMMET \$(L1STD)-GRD L1 STANDARD LAMINATES .PINC-PINNACLE	2	127.80	255.60
53	01	HNLEP2428R	HONCO	1-1/8WX23-1/8DX28-1/2H END PANEL FOR 24D RIGHT Line Note: OFFICES Options: .P-BLACK \$(L1STD)-GRD L1 STANDARD LAMINATES .PINC-PINNACLE	14	127.80	1,789.20
54	01	HNLLB1618	HONCO	15-3/4W X 18H PED LOW BACK PANEL Line Note: OFFICES Options: \$(L1STD)-GRD L1 STANDARD LAMINATES .PINC-PINNACLE	10	80.83	808.30
55	01	HNLLB3618	HONCO	36W X 18H PED LOW BACK PANEL Line Note: OFFICES Options: \$(L1STD)-GRD L1 STANDARD LAMINATES .PINC-PINNACLE	6	93.94	563.64
56	01	HNLMP7210	HONCO	72W X 10H MODESTY / BACK PANEL Line Note: OFFICES Options: \$(L1STD)-GRD L1 STANDARD LAMINATES .PINC-PINNACLE	12	178.58	2,142.96
57	01	HNLMP7228	HONCO	72W X 27-7/8H MODESTY / BACK PANEL Line Note: OFFICES Options: .X-NO GROMMET \$(L1STD)-GRD L1 STANDARD LAMINATES .PINC-PINNACLE	1	178.58	178.58
58	01	HNLMP7810	HONCO	78W X 10H MODESTY / BACK PANEL Line Note: OFFICES Options: \$(L1STD)-GRD L1 STANDARD LAMINATES .PINC-PINNACLE	1	192.12	192.12
59	01	HNLMP7828	HONCO	78W X 27-7/8H MODESTY / BACK PANEL Line Note: OFFICES Options: .X-NO GROMMET \$(L1STD)-GRD L1 STANDARD LAMINATES .PINC-PINNACLE	1	192.12	192.12
60	01	HNLMP8410	HONCO	84W X 10H MODESTY / BACK PANEL Line Note: OFFICES Options: \$(L1STD)-GRD L1 STANDARD LAMINATES .PINC-PINNACLE	2	216.24	432.48
61	01	HNLRC2460	HONCO	60W X 24D RECTANGLE WORKSURFACE	1	203.55	203.55



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09/03/2025		Kelly Coenen	D	

Line	Loc	Item Number	MFG	Description	Qty	Unit Price	Extended
				Line Note: OFFICES Options: .G-SMOOTH FLAT PINC-PINNACLE .X-NO GROMMET \$(L1STD)-GRD L1 STANDARD LAMINATES .PINC-PINNACLE			
62	01	HNLRC2472	HONCO	72W X 24D RECTANGLE WORKSURFACE	13	228.09	2,965.17
				Line Note: OFFICES Options: .G-SMOOTH FLAT PINC-PINNACLE .X-NO GROMMET \$(L1STD)-GRD L1 STANDARD LAMINATES .PINC-PINNACLE			
63	01	HNLRC2478	HONCO	78W X 24D RECTANGLE WORKSURFACE	1	273.37	273.37
				Line Note: OFFICES Options: .G-SMOOTH FLAT PINC-PINNACLE .X-NO GROMMET \$(L1STD)-GRD L1 STANDARD LAMINATES .PINC-PINNACLE			
64	01	HNLRC2484	HONCO	84W X 24D RECTANGLE WORKSURFACE	2	305.53	611.06
				Line Note: OFFICES Options: .G-SMOOTH FLAT PINC-PINNACLE .X-NO GROMMET \$(L1STD)-GRD L1 STANDARD LAMINATES .PINC-PINNACLE			
65	01	HNLRC3048	HONCO	48W X 30D RECTANGLE WORKSURFACE	1	187.89	187.89
				Line Note: OFFICES Options: .G-SMOOTH FLAT PINC-PINNACLE .X-NO GROMMET \$(L1STD)-GRD L1 STANDARD LAMINATES .PINC-PINNACLE			
66	01	HNLRC3078	HONCO	78W X 30D RECTANGLE WORKSURFACE	1	291.14	291.14
				Line Note: OFFICES Options: .G-SMOOTH FLAT PINC-PINNACLE .X-NO GROMMET \$(L1STD)-GRD L1 STANDARD LAMINATES .PINC-PINNACLE			
67	01	HWWT3060F	HONCO	FABRIC TILE 30H X 60W	1	338.54	338.54
				Line Note: OFFICES Options: \$(B)-GRD B FABRIC			



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Line	Loc	Item Number	MFG	Description	Qty	Unit Price	Extended
				.TP-TEMPEST			
				35-ZEBRA			
				.PJW-DESIGNER WHITE			
68	01	HUSLMOD1348	HONCO	LAMINATE MODESTY 13H X 48W	1	204.88	204.88
			Line Note:	OFFICES			
			Options:	\$(L1STD)-GRD L1 STANDARD LAMINATES			
				.PINC-PINNACLE			
				.PINC-PINNACLE			
				.P-BLACK			
69	01	HUSLMOD1360	HONCO	LAMINATE MODESTY 13H X 60W	17	243.29	4,135.93
			Line Note:	OFFICES			
			Options:	\$(L1STD)-GRD L1 STANDARD LAMINATES			
				.PINC-PINNACLE			
				.PINC-PINNACLE			
				.P-BLACK			
70	01	HHN831118	HONCO	FLAT BRACKET 18D	15	28.35	425.25
			Line Note:	OFFICES			
			Options:	.S-CHARCOAL			
71	01	HLSLZ5SC54	HONCO	42"W EXTERNAL STIFFENER	2	60.09	120.18
			Line Note:	OFFICES			
			Options:	.P-BLACK			
72	01	HLSLZ5SC60	HONCO	48"W EXTERNAL STIFFENER	33	63.05	2,080.65
			Line Note:	OFFICES			
			Options:	.P-BLACK			
73	01	HPWRMOD	HONCO	DESKTOP POWER MOD RECTANGULAR	21	166.16	3,489.36
			Line Note:	OFFICES			
			Options:	.AC-USB-A/C			
				.S-STRAIGHT			
				.STRM-STORM			
74	01	HWR2424PN	HONCO	SYSTEMS RECTANULAR WKSFC EDGEBAND 24D X 24W N	4	132.93	531.72
			Line Note:	OFFICES			
			Options:	\$(L1STD)-GRD L1 STANDARD LAMINATES			
				.PINC-PINNACLE			
				.PINC-PINNACLE			
75	01	HWR3024PN	HONCO	SYSTEMS RECT WKSFC EDGEBAND 30D X 24W NO GROM	11	138.72	1,525.92
			Line Note:	OFFICES			
			Options:	\$(L1STD)-GRD L1 STANDARD LAMINATES			
				.PINC-PINNACLE			
				.PINC-PINNACLE			
76	01	HWV93AALPN	HONCO	SYSTEMS 72X36X24X24 LFT CORNER COVE WRKSRF EDG	1	267.68	267.68
			Line Note:	OFFICES			
			Options:	\$(L1STD)-GRD L1 STANDARD LAMINATES			



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				.PINC-PINNACLE			
				.PINC-PINNACLE			
77	01	HWV93AARPN	HONCO	SYSTEMS 72X36X24X24 RT CORNER COVE WRKSRF EDG	1	267.68	267.68
				Line Note: OFFICES			
				Options: \$(L1STD)-GRD L1 STANDARD LAMINATES			
				.PINC-PINNACLE			
				.PINC-PINNACLE			
78	01	HWV95AARPN	HONCO	SYSTEMS 72X48X24X24 RT CORNER COVE WRKSRF EDG	1	339.63	339.63
				Line Note: OFFICES			
				Options: \$(L1STD)-GRD L1 STANDARD LAMINATES			
				.PINC-PINNACLE			
				.PINC-PINNACLE			
79	01	HWV95ABLPN	HONCO	SYSTEMS 72X48X24X30 LFT CORNER COVE WRKSRF EDG	1	350.00	350.00
				Line Note: OFFICES			
				Options: \$(L1STD)-GRD L1 STANDARD LAMINATES			
				.PINC-PINNACLE			
				.PINC-PINNACLE			
80	01	HWV95ABRPN	HONCO	SYSTEMS 72X48X24X30 RT CORNER COVE WRKSRF EDG	11	350.00	3,850.00
				Line Note: OFFICES			
				Options: \$(L1STD)-GRD L1 STANDARD LAMINATES			
				.PINC-PINNACLE			
				.PINC-PINNACLE			
81	01	HWV95BBRPN	HONCO	SYSTEMS 72X48X30X30 RT CORNER COVE WRKSRF EDG	1	361.28	361.28
				Line Note: OFFICES			
				Options: \$(L1STD)-GRD L1 STANDARD LAMINATES			
				.PINC-PINNACLE			
				.PINC-PINNACLE			
82	01	SPLH-SYST-HHATCC-MDC	HONCO	CUSTOM CORNER COVE	1	419.82	419.82
				Line Note: OFFICES			
				Options: .M1071199-CORNER SURFACE			
				\$(L1STD)-GRD L1 STANDARD LAMINATES			
				.PINC-PINNACLE			
				.PINC-PINNACLE			
				.X-NO GROMMET			
83	01	H9185LSA	HONCO	FLAGSHIP LAT 64 1/4"X36" W/HINGED DOORS/A PULLS	3	1,295.45	3,886.35
				Line Note: OFFICES			
				Options: .X-OMT 2 CORES TO ORDER KEY ALIKE			
				\$(P1)-P1 PAINT OPTS			
				.P28-FOSSIL			



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84	01	HSWP501224LM	HONCO	CONTAIN 50HX12WX24D WARDROBETWR PLINTH METAL FRONT	1	606.07	606.07
				Line Note: OFFICES			
				Options: .BX-RECESSED PLINTH			
				.A-ARCH			
				PR0-ANODIZED SILVER			
				\$(P1)-P1 PAINT OPTS			
				.P28-FOSSIL			
				\$(MATCH)-MATCH CASE			
				.NA-MATCH CASE			
				.X-OMT CORE TO ORDER KEY ALIKE			
85	01	HSWP501224RM	HONCO	CONTAIN 50HX12WX24D WARDROBETWR PLINTH METAL FRONT	2	606.07	1,212.14
				Line Note: OFFICES			
				Options: .BX-RECESSED PLINTH			
				.A-ARCH			
				PR0-ANODIZED SILVER			
				\$(P1)-P1 PAINT OPTS			
				.P28-FOSSIL			
				\$(MATCH)-MATCH CASE			
				.NA-MATCH CASE			
				.X-OMT CORE TO ORDER KEY ALIKE			
86	01	NT1M	HOWEF	NEATTECH MINI , 24IN L X 4.5IN D X 4IN W	21	76.26	1,601.46
				Line Note: OFFICES			
				Options: GG-PINSTRIPED GRAPHITE BASKET / GRAY TRIM			
87	01	HIGS6DF	HONCO	IGNITION 2 MULTI-PURP STACK CHAIR,FOUR LEG,DUAL FAB	28	308.49	8,637.72
				Line Note: OFFICES			
				Options: .N-ARMLESS			
				.H-HARD CASTER			
				.U-UPHOLSTERED			
				\$(2)-GRADE 2 UPH			
				.WVL-WAVELENGTH			
				03-ENERGY			
				\$(3)-GRADE 3 UPH			
				.SX-MOXIE			
				51-HOLLY			
				.PLAT-TEXTURED PLATINUM METALLIC			
88	01	HIWMM	HONCO	IGNITION 2 TASK MID-BACK	11	397.22	4,369.42
				Line Note: OFFICES			
				Options: .Y2-ADVANCED SYNCHRO-TILT SEATSLDR			
				.A-HEIGHT AND WIDTH ADJ. ARM			
				.H-HARD CASTER			
				.IM-4-WAY BLACK			
				\$(1)-GRADE 1 UPH			
				.UR-CONTOURETT			



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Project: D8512
Proj Desc: City Hall Phase 2

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Line	Loc	Item Number	MFG	Description	Qty	Unit Price	Extended
				10-BLACK .BL-BLACK ADJUSTABLE LUMBAR .SB-STANDARD BASE .T-BLACK			
89	01	HHATB3S2LC	HONCO	3 STAGE 2 LEG RECTANGLE C FOOT Line Note: OFFICES Options: \$(P2)-P2 PAINT OPTS .PR6-SILVER .X-STANDARD GLIDE .MEM-MEMORY PRESET	2	458.05	916.10
90	01	HHATB3S2LT	HONCO	3 STAGE 2 LEG RECTANGLE T FOOT Line Note: OFFICES Options: \$(P2)-P2 PAINT OPTS .PR6-SILVER .X-STANDARD GLIDE .MEM-MEMORY PRESET	2	458.05	916.10
91	01	HHATB3S3LC	HONCO	3 STAGE 3 LEG RECTANGLE C FOOT Line Note: OFFICES Options: \$(P2)-P2 PAINT OPTS .PR6-SILVER .X-STANDARD GLIDE .MEM-MEMORY PRESET	1	754.76	754.76
92	01	HHATB3S3LT	HONCO	3 STAGE 3 LEG RECTANGLE T FOOT Line Note: OFFICES Options: \$(P2)-P2 PAINT OPTS .PR6-SILVER .X-STANDARD GLIDE .MEM-MEMORY PRESET	15	754.76	11,321.40
93	01	SPLH-HHADJ-LEG	HONCO	3 STAGE 3 LEG RECTANGLE T FOOT FOR DEEPER SURFACES Line Note: OFFICES Options: .M1071707-SPECIAL BASE FOOT \$(P2)-P2 PAINT OPTS .PR6-SILVER .X-STANDARD GLIDE .MEM-MEMORY PRESET	1	1,218.74	1,218.74
94	01	HHATW3054CT	HONCO	54W X 30D RECT WORKSURFACE - C/T BASE Line Note: OFFICES Options: \$(L1STD)-GRD L1 STANDARD LAMINATES .PINC-PINNACLE .PINC-PINNACLE .G1-1 GROMMET - CENTERED T1-PLATINUM	1	188.41	188.41
95	01	HHATW3072CT	HONCO	72W X 30D RECT WORKSURFACE - C/T BASE	1	240.24	240.24



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Line	Loc	Item Number	MFG	Description	Qty	Unit Price	Extended
				Line Note: OFFICES			
				Options: \$(L1STD)-GRD L1 STANDARD LAMINATES			
				.PINC-PINNACLE			
				.PINC-PINNACLE			
				.G1-1 GROMMET - CENTERED			
				P-BLACK			
				.P-BLACK			
96	01	HHATW3072CT	HONCO	72W X 30D RECT WORKSURFACE - C/T BASE	1	240.24	240.24
				Line Note: OFFICES			
				Options: \$(L1STD)-GRD L1 STANDARD LAMINATES			
				.PINC-PINNACLE			
				.PINC-PINNACLE			
				.X-NO GROMMET			
				.P-BLACK			
97	01	HT29FB3672	HONCO	PRESIDE 29.5H FOOTED BASE FOR 36X72 TOP	1	514.05	514.05
				Line Note: OFFICES			
				Options: \$(P2)-P2 PAINT OPTS			
				.T1-PLATINUM METALLIC			
98	01	HTFXL29	HONCO	PRESIDE 29.5H X-BASE FOR 48 & 60 TOPS	1	331.74	331.74
				Line Note: OFFICES			
				Options: \$(P2)-P2 PAINT OPTS			
				.T1-PLATINUM METALLIC			
99	01	HTLD48	HONCO	PRESIDE 48"ROUND SHAPED LAMINATE TOP	1	278.63	278.63
				Line Note: OFFICES			
				Options: .G-2MM/FLAT			
				PINC-PINNACLE			
				.N-NO GROMMETS			
				\$(L1STD)-GRD L1 STANDARD LAMINATES			
				.PINC-PINNACLE			
100	01	M21BTSC	HUMAS	SINGLE MONITOR ARM, STANDARD, SILVER	8	179.74	1,437.92
				Line Note: OFFICES			
101	01	M81BTSC	HUMAS	SINGLE HEAVY DUTY ARM, SILVER	3	277.02	831.06
				Line Note: OFFICES			
102	01	NH1-S	HUMAS	LAPTOP/NOTEBOOK HOLDER TRAY, SILVER	2	118.56	237.12
				Line Note: OFFICES			
103	01	X2NTNCBS	HUMAS	DUAL MONITOR ARM, CLAMP MOUNT, SILVER, SINGLE SLIDER	18	450.68	8,112.24
				Line Note: OFFICES			
				Options: E-8"STRAIGHT/DYNAMIC LINK			
				S-SLIDER			
				B-100MMX100MM BLACK VESA			
				E-8" STRAIGHT/DYNAMIC LINK			
				T-STANDARD MONITOR TILT			
				B-100MMX100MM BLACK VESA			



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				12-12" POST			
104	01	HL24280	HONCO	24"D X 28"H O-LEG SUPPORT FOR WKSF (SINGLE LEG)	1	195.99	195.99
				Line Note: OFFICES			
				Options: \$(P2)-P2 PAINT OPTS			
				.T1-PLATINUM METALLIC			
105	01	HL25SC48	HONCO	36"W EXTERNAL STIFFENER	10	55.01	550.10
				Line Note: OFFICES			
				Options: .P-BLACK			
150	01	TARIFF CHARGE	ALLST	Allsteel Tariff Surcharge	1	147.84	147.84
				Line Note: OFFICES			
152	01	TARIFF CHARGE	HONCO	Hon Tariff Surcharge	1	2,704.22	2,704.22
				Line Note: OFFICES			
155	01	M21BTSC	HUMAS	SINGLE MONITOR ARM, STANDARD, SILVER	3	179.74	539.22
				Line Note: OFFICES			
156	01	NH1-S	HUMAS	LAPTOP/NOTEBOOK HOLDER TRAY, SILVER	3	118.56	355.68
				Line Note: OFFICES			
157	01	HNL2436LD2	HONCO	36X24X29-1/2 LATERAL FILE TWO DRAWER	1	721.51	721.51
				Line Note: OFFICES			
				Options: .G-SMOOTH FLAT			
				PINC-PINNACLE			
				.E-LOOP/SATIN			
				\$(L1STD)-GRD L1 STANDARD LAMINATES			
				.PINC-PINNACLE			
				\$(L1STD)-GRD L1 STANDARD LAMINATES			
				.PINC-PINNACLE			
				\$(L1STD)-GRD L1 STANDARD LAMINATES			
				.PINC-PINNACLE			
				OFFICES			115,705.58
106	01	TK04236WR	ALLST	RECEPTION & LOBBY STRUCTURAL RACEWAY PNL FR-NO TOP TRIM 42 1/2HX36W	2	122.16	244.32
				Line Note: RECEPTION & LOBBY			
				Options: \$(P1)-P1 PAINT OPTS			
				.P28-FOSSIL			
107	01	TK342EF	ALLST	E END TRIM FLAT CONNKIT - 42"H BASE PANEL	2	35.34	70.68
				Line Note: RECEPTION & LOBBY			
				Options: \$(P1)-P1 PAINT OPTS			
				.P28-FOSSIL			
108	01	TK40772TGSF	ALLST	7-1/2H X 72 W FLAT GLASS PANEL MNTD SCREEN	1	380.05	380.05
				Line Note: RECEPTION & LOBBY			
				Options: .LF-FROSTED GLASS			
				\$(P1)-P1 PAINT OPTS			



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Line	Loc	Item Number	MFG	Description	Qty	Unit Price	Extended
				.P28-FOSSIL			
109	01	TKG44236T	ALLST	TER TACKABLE ACOUSTIC TILE 42H X 36W	4	80.41	321.64
				Line Note: RECEPTION & LOBBY			
				Options: \$(B)-GRD B FAB			
				.TP-TEMPEST			
				935-ZEBRA			
110	01	ECF536HA	ALLST	ESS COMBINATION 64-1/4HX36W FILE HINGE DRS ARCH	1	1,173.61	1,173.61
				Line Note: RECEPTION & LOBBY			
				Options: \$(P1)-P1 PAINT OPTS			
				.P28-FOSSIL			
				.EL-MATTE SILVER			
				.STD-STANDARD RANDOM KEY			
111	01	ELF336NA	ALLST	ESS LAT 36W 39-1/8H 3-12" DRWS ARCH PULL	1	772.39	772.39
				Line Note: RECEPTION & LOBBY			
				Options: \$(P1)-P1 PAINT OPTS			
				.P28-FOSSIL			
				.EL-MATTE SILVER			
				.STD-STANDARD RANDOM KEY			
112	01	ELF536NA	ALLST	ESS LAT 36W 64-1/4H 12" R/O 4-12" DRWS ARCH PULL	1	1,240.19	1,240.19
				Line Note: RECEPTION & LOBBY			
				Options: \$(P1)-P1 PAINT OPTS			
				.P28-FOSSIL			
				.EL-MATTE SILVER			
				.STD-STANDARD RANDOM KEY			
113	01	ESC336A	ALLST	ESSENTIALS 39-1/8HX36W STORAGECABINET ARCH	1	606.78	606.78
				Line Note: RECEPTION & LOBBY			
				Options: \$(P1)-P1 PAINT OPTS			
				.P28-FOSSIL			
				.EL-MATTE SILVER			
				.STD-STANDARD RANDOM KEY			
114	01	ESC536A	ALLST	ESSENTIALS 64-1/4HX36W STORAGECABINET ARCH	1	887.46	887.46
				Line Note: RECEPTION & LOBBY			
				Options: \$(P1)-P1 PAINT OPTS			
				.P28-FOSSIL			
				.EL-MATTE SILVER			
				.STD-STANDARD RANDOM KEY			
115	01	ISLAUTNPNB4818S4	ALLST	STOR ISLA TOP 48WX18D S4	1	147.84	147.84
				Line Note: RECEPTION & LOBBY			
				Options: .X-NON-FSC WOOD			
				\$(L1STD)-GRD L1 STANDARD LAMINATES			
				.PINC-PINNACLE			
				.PI-PINNACLE WALNUT			
116	01	ISLAUTNPNB7218S2	ALLST	STOR ISLA TOP 72WX18D S2	1	179.12	179.12



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Line	Loc	Item Number	MFG	Description	Qty	Unit Price	Extended
				Line Note: RECEPTION & LOBBY Options: .X-NON-FSC WOOD \$(L1STD)-GRD L1 STANDARD LAMINATES .PINC-PINNACLE .PI-PINNACLE WALNUT			
117	01	AYBHEP2429	ALLST	ALIGN ADEPT STYLE 24DX29H H-LEG SUP	2	81.70	163.40
				Line Note: RECEPTION & LOBBY Options: \$(P1)-P1 PAINT OPTS .P28-FOSSIL			
118	01	T6CB24L	ALLST	CANTILEVER BRACKET 24D LH TERRACE	1	23.30	23.30
				Line Note: RECEPTION & LOBBY Options: \$(P1)-P1 PAINT OPTS .P28-FOSSIL			
119	01	T6CB24R	ALLST	CANTILEVER BRACKET 24D RH TERRACE	1	23.30	23.30
				Line Note: RECEPTION & LOBBY Options: \$(P1)-P1 PAINT OPTS .P28-FOSSIL			
120	01	Z6CLFL	ALLST	FIXED C-LEG LEFT FOR FLAT/SQ EDGE	1	173.63	173.63
				Line Note: RECEPTION & LOBBY Options: \$(P2)-P2 PAINT OPTS .PR2-PLATINUM METALLIC			
121	01	Z6CLFR	ALLST	FIXED C-LEG RIGHT FOR FLAT/SQ EDGE	1	173.63	173.63
				Line Note: RECEPTION & LOBBY Options: \$(P2)-P2 PAINT OPTS .PR2-PLATINUM METALLIC			
122	01	HF23S	HONCO	CONTAIN SATIN REMOVABLE LOCK CORE KIT	3	27.37	82.11
				Line Note: RECEPTION & LOBBY Options: .X112E-112E			
123	01	HF23S	HONCO	CONTAIN SATIN REMOVABLE LOCK CORE KIT	3	27.37	82.11
				Line Note: RECEPTION & LOBBY Options: .X110E-110E			
124	01	HF23S	HONCO	CONTAIN SATIN REMOVABLE LOCK CORE KIT	3	27.37	82.11
				Line Note: RECEPTION & LOBBY Options: .X111E-111E			
125	01	HF23S	HONCO	CONTAIN SATIN REMOVABLE LOCK CORE KIT	3	27.37	82.11
				Line Note: RECEPTION & LOBBY Options: .X113E-113E			
126	01	HNL2116MBF	HONCO	15-3/4X20-1/8X21-1/2 MOBILE PEDESTAL BOX/FILE	2	470.99	941.98
				Line Note: RECEPTION & LOBBY Options: .E-LOOP/SATIN \$(L1STD)-GRD L1 STANDARD LAMINATES .PINC-PINNACLE \$(L1STD)-GRD L1 STANDARD LAMINATES .PINC-PINNACLE			



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127	01	HNL231628PBBF	HONCO	15-3/4WX23-1/8DX28-1/2H BOX/BOX/FILE PEDESTAL	2	442.64	885.28
				Line Note: RECEPTION & LOBBY			
				Options: .E-LOOP/SATIN			
				.X-NO GROMMET			
				\$(L1STD)-GRD L1 STANDARD LAMINATES			
				.PINC-PINNACLE			
				\$(L1STD)-GRD L1 STANDARD LAMINATES			
				.PINC-PINNACLE			
128	01	HNL231628PFF	HONCO	15-3/4WX23-1/8DX28-1/2H FILE/FILE PEDESTAL	4	442.64	1,770.56
				Line Note: RECEPTION & LOBBY			
				Options: .E-LOOP/SATIN			
				.X-NO GROMMET			
				\$(L1STD)-GRD L1 STANDARD LAMINATES			
				.PINC-PINNACLE			
				\$(L1STD)-GRD L1 STANDARD LAMINATES			
				.PINC-PINNACLE			
129	01	HNL233028PSC	HONCO	30WX23-1/8DX28-1/2H STORAGE CABINET PEDESTAL	1	485.38	485.38
				Line Note: RECEPTION & LOBBY			
				Options: .E-LOOP/SATIN			
				.X-NO GROMMET			
				\$(L1STD)-GRD L1 STANDARD LAMINATES			
				.PINC-PINNACLE			
				\$(L1STD)-GRD L1 STANDARD LAMINATES			
				.PINC-PINNACLE			
130	01	HNLMP3028	HONCO	30W X 27-7/8H MODESTY / PED BACK PANEL	1	109.60	109.60
				Line Note: RECEPTION & LOBBY			
				Options: .X-NO GROMMET			
				\$(L1STD)-GRD L1 STANDARD LAMINATES			
				.PINC-PINNACLE			
131	01	HNLPB1628	HONCO	15-3/4W X 27-7/8H PEDESTAL BACK PANEL	6	84.21	505.26
				Line Note: RECEPTION & LOBBY			
				Options: \$(L1STD)-GRD L1 STANDARD LAMINATES			
				.PINC-PINNACLE			
132	01	HNLRC2430V	HONCO	30W X 24D RECT WORKSURFACE / PED TOP VERT GRAIN	1	144.72	144.72
				Line Note: RECEPTION & LOBBY			
				Options: .G-SMOOTH FLAT			
				PINC-PINNACLE			
				.X-NO GROMMET			
				\$(L1STD)-GRD L1 STANDARD LAMINATES			
				.PINC-PINNACLE			
133	01	HNLRC2472	HONCO	72W X 24D RECTANGLE WORKSURFACE	2	228.09	456.18
				Line Note: RECEPTION & LOBBY			
				Options: .G-SMOOTH FLAT			



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				PINC-PINNACLE .T1-PLATINUM \$(L1STD)-GRD L1 STANDARD LAMINATES .PINC-PINNACLE			
134	01	HUSFABF2772	HONCO	FABRIC FIXED A/B SCREEN 27H X 72W Line Note: RECEPTION & LOBBY Options: \$(B)-GRADE B FABRIC .TP-TEMPEST 35-ZEBRA .P-BLACK	3	589.33	1,767.99
135	01	HHN831118	HONCO	FLAT BRACKET 18D Line Note: RECEPTION & LOBBY Options: .S-CHARCOAL	2	28.35	56.70
136	01	HLSLZ5SC60	HONCO	48"W EXTERNAL STIFFENER Line Note: RECEPTION & LOBBY Options: .P-BLACK	6	63.05	378.30
137	01	HPWRMOD	HONCO	DESKTOP POWER MOD RECTANGULAR Line Note: RECEPTION & LOBBY Options: .AC-USB-A/C .S-STRAIGHT .STRM-STORM	4	166.16	664.64
138	01	HWR2424PN	HONCO	SYSTEMS RECTANULAR WKSFC EDGE BAND 24D X 24W N Line Note: RECEPTION & LOBBY Options: \$(L1STD)-GRD L1 STANDARD LAMINATES .PINC-PINNACLE .PINC-PINNACLE	2	132.93	265.86
139	01	HWV95AALPN	HONCO	SYSTEMS 72X48X24X24 LFT CORNER COVE WRKSRF EDG Line Note: RECEPTION & LOBBY Options: \$(L1STD)-GRD L1 STANDARD LAMINATES .PINC-PINNACLE .PINC-PINNACLE	2	339.63	679.26
140	01	HWV95AARPN	HONCO	SYSTEMS 72X48X24X24 RT CORNER COVE WRKSRF EDG Line Note: RECEPTION & LOBBY Options: \$(L1STD)-GRD L1 STANDARD LAMINATES .PINC-PINNACLE .PINC-PINNACLE	2	339.63	679.26
141	01	HSWP501218LM	HONCO	CONTAIN 50HX12WX18D WARDROBETWR PLINTH METAL FRONT Line Note: RECEPTION & LOBBY Options: .BX-RECESSED PLINTH .A-ARCH PR0-ANODIZED SILVER	4	556.17	2,224.68



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Date Entered	Customer PO	Salesperson	FOB	Terms
09/03/2025		Kelly Coenen	D	

Line	Loc	Item Number	MFG	Description	Qty	Unit Price	Extended
				\$(P1)-P1 PAINT OPTS			
				.P28-FOSSIL			
				\$(MATCH)-MATCH CASE			
				.NA-MATCH CASE			
				.X-OMT CORE TO ORDER KEY ALIKE			
142	01	HIGS6DF	HONCO	IGNITION 2 MULTI-PURP STACK CHAIR,FOUR LEG,DUAL FAB	1	308.49	308.49
				Line Note: RECEPTION & LOBBY			
				Options: .N-ARMLESS			
				.H-HARD CASTER			
				.U-UPHOLSTERED			
				\$(2)-GRADE 2 UPH			
				.WVL-WAVELENGTH			
				03-ENERGY			
				\$(3)-GRADE 3 UPH			
				.SX-MOXIE			
				51-HOLLY			
				.PLAT-TEXTURED PLATINUM METALLIC			
143	01	HIWMM	HONCO	IGNITION 2 TASK MID-BACK	5	397.22	1,986.10
				Line Note: RECEPTION & LOBBY			
				Options: .Y2-ADVANCED SYNCHRO-TILT SEATSLDR			
				.A-HEIGHT AND WIDTH ADJ. ARM			
				.H-HARD CASTER			
				.IM-4-WAY BLACK			
				\$(1)-GRADE 1 UPH			
				.UR-CONTOURETT			
				10-BLACK			
				.BL-BLACK ADJUSTABLE LUMBAR			
				.SB-STANDARD BASE			
				.T-BLACK			
144	01	HHATB3S3LT	HONCO	3 STAGE 3 LEG RECTANGLE T FOOT	4	754.76	3,019.04
				Line Note: RECEPTION & LOBBY			
				Options: \$(P2)-P2 PAINT OPTS			
				.PR6-SILVER			
				.X-STANDARD GLIDE			
				.MEM-MEMORY PRESET			
145	01	NT1M	HUMAS	NEATTECH MINI , 24IN L X 4.5IN D X 4IN W	4	76.26	305.04
				Line Note: RECEPTION & LOBBY			
				Options: NT1M-NEATTECH - MINI			
				GG-PINSTRIPED GRAPHITE BASKET / GRAY TRIM			
146	01	K781XA	KIMBALL	BLOOM,LOUNGE,1-SEAT,AUTO RETURN	2	1,470.15	2,940.30
				Line Note: RECEPTION & LOBBY			
				Options: 2-GRADE 2			
				25707-MILSAP FOREST			
				2-GRADE 2			



All Makes
500 E. Court Avenue, Suite 150
Des Moines, IA 50309
Phone: 515.282.2166
Fax: 515.282.5456
Email/Web: www.allmakes.com

Quotation

Page: 20 of 21

Project: D8512
Proj Desc: City Hall Phase 2

Quote: D8512.001
Status: New

Sold To: 9368-01
City of Clive***
City Hall
1900 NW 114th Street
Clive, IA 50325

Bill To: 9368-01
City of Clive***
City Hall
1900 NW 114th Street
Clive, IA 50325
Attention: Accounts Payable

Ship To: 9368-01
City of Clive***
City Hall
1900 NW 114th Street
Clive, IA 50325

Date Entered	Customer PO	Salesperson	FOB	Terms
09/03/2025		Kelly Coenen	D	

Line	Loc	Item Number	MFG	Description	Qty	Unit Price	Extended
				25707-MILSAP FOREST 2-GRADE 2 25707-MILSAP FOREST 500-LIGHT BRUSHED ALUMINUM C13-CLEAR GLIDE			
147	01	K78TE244817L	KIMBALL	BLOOM, TABLE, MAGAZINE, ELLIPTICAL, 24DX48W, HP L, VINYL EDGE BAND Line Note: RECEPTION & LOBBY Options: P-1/8" MOLDED VIN STD-STANDARD GROUP 1 792-SABLE 792-SABLE	1	1,393.20	1,393.20
148	01	59N2484BNF3L	NATIO	TESSERA, 24DX84W, BENCH CREDENZA, FILE, LAM Line Note: RECEPTION & LOBBY Options: 92PL-MOSAIC, PLATINUM METALLIC KRS-RANDOM CORE, INSTALLED, SILVER 792-SABLE 792-SABLE	1	1,984.95	1,984.95
153	01	TARIFF CHARGE	ALLST	Allsteel Tariff Surcharge Line Note: RECEPTION & LOBBY	1	197.44	197.44
154	01	TARIFF CHARGE	HONCO	Hon Tariff Surcharge Line Note: RECEPTION & LOBBY	1	529.73	529.73
RECEPTION & LOBBY							31,589.72
151	01	*LABOR CHARGE - NON TAXABLE	IOWA OFFICE	Labor to Receive, Deliver and Install Furniture during Normal Business Hours. *Labor Charge - Non Taxable Line Note: Labor to Receive, Deliver and Install Furniture during Normal Business Hours.	1	16,995.00	16,995.00

Subtotal 191,124.90
TOTAL AMOUNT - USD 191,124.90

50% Deposit Required: **95,562.45**



All Makes
500 E. Court Avenue, Suite 150
Des Moines, IA 50309
Phone: 515.282.2166
Fax: 515.282.5456
Email/Web: www.allmakes.com

Quotation

Page: 21 of 21

Project: D8512
Proj Desc: City Hall Phase 2

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Date Entered	Customer PO	Salesperson	FOB	Terms
		Kelly Coenen	D	

TERMS AND CONDITIONS

ACCEPTANCE AND INCORPORATION BY REFERENCE. This quotation becomes a contract when accepted by All Makes and is subject to All Makes full terms and conditions available at any All Makes' location and by request. Orders over \$5,000 will incur a 3% convenience fee when paid by credit card. □

DEPOSITS. A 50% deposit is required for special orders from buyers with a commercial credit account in good standing; a 75% deposit is required for projects over \$100,000. A 100% deposit is required for orders from buyers without an account and is due upon acceptance. Remaining balances are due per the terms above. □

CANCELLATION AND CHANGES. Special order merchandise is non-returnable. Cancelling or making changes to an order after acceptance will be subjected to a restocking fee. □

WARRANTY. All new products are guaranteed to be free from defects in material or workmanship for a period of at least twelve (12) months from the date of delivery unless specified by mfg. warranty. Defective products will be repaired or replaced with proof of purchase. All used products are sold AS IS with NO WARRANTY and may not be returned. □

Subtotal 191,124.90
Total 191,124.90

PRINT NAME

TITLE

SIGNATURE

DATE



Memo

TO: Mayor and Council members

FROM: Ryan Mayer, Construction Services Administrator

DATE: November 13, 2025

RE: 3rd Consideration of Ordinance No. 1172 - Amend Provisions of Title 10 Building Regulations of the City of Clive Regarding - Chapter 12 (Rental Housing Code)

SYNOPSIS:

The ordinance and program updates were provided at the public hearing held on September 25, 2025. Since that time, staff have provided information regarding the new enforcement strategies and sanctions along with information regarding the minimum dwelling unit essential service requirements as they pertain to an action of rent abatement.

The Program Guidelines, Fee Schedule, Rental Owner Checklist and Rental Owner Inspection Guide have all been updated to support the new code and operations. A resolution for your approval has been included to support these documents.

To date, no additional questions or comments have been received from the public and no additional modifications have been made to the documents.

Staff, with the support of the Building Code Appeals Board, recommend your approval of Ordinance #1172 along with your approval of the attached resolution.

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

Attachments:

1. Ordinance 1172 Rental Housing Code
2. Ch 12-Rental Housing Code-2025

ORDINANCE NO 1172

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF CLIVE, IOWA, 2024, BY AMENDING PROVISION OF TITLE 10 BUILDING REGULATIONS

Be It Enacted by the City Council of the City of Clive, Iowa:

SECTION 1. INTERNAL REFERENCES. All references to section numbers in this ordinance shall be to sections contained within Title 10 Building Regulations specifically identified as Chapter 12 (Rental Housing Code) of the "2019 Clive Code of Ordinances" unless otherwise specified.

SECTION 2. AMENDMENT. Title 10 Building Regulations, Chapters 12 is hereby amended by striking Chapter 12 in its entirety and inserting in lieu thereof the text of the following chapter attached hereto in Exhibit A and incorporated herein by this reference: Chapter 12 (Rental Housing Code).

SECTION 3. REPEALER. All parts of the "CODE OF ORDINANCES OF THE CITY OF CLIVE, IOWA, 2019" in conflict herewith are hereby repealed.

SECTION 4. SEVERABILITY CLAUSE. If any section, provision, sentence, clause, phrase or part of this Ordinance shall be adjudged to be invalid or unconstitutional, such adjudication shall not affect the validity of this Ordinance as a whole or any section, subsection, provision, sentence, clause, phrase or part thereof not adjudged invalid or unconstitutional.

SECTION 5. WHEN EFFECTIVE. This Ordinance shall be in effect from and after its final passage, approval and notice of its passage is given as provided by law.

PASSED AND APPROVED by the City Council on the ____ day of _____, 2025.

Matthew Graham, City Clerk

John Edwards, Mayor

Ordinance No. 1172 authenticated this ____ day of _____, 2025.

Matthew Graham, City Clerk

John Edwards, Mayor

Officially published on the _____ day of _____, 2025

CERTIFIED BY:

Matthew Graham, City Clerk

Chapter 12

RENTAL HOUSING CODE

10-12-1: Short Title	10-12-9: Building Official
10-12-2: Purpose	10-12-10: Audit Inspection
10-12-3: Warning	10-12-11: Complaint By Tenant
10-12-4: Interpretation	10-12-12: Deletions
10-12-5: Adoption	10-12-13: Amendments
10-12-6: Scope And Occupancy Requirements	10-12-14: Violations and Enforcement Strategies
10-12-7: Indemnification	10-12-15: Collection of Fees, Fines, Penalties and Costs
10-12-8: Rental Registration, Certificate Requirements, Conditions, and Fees	10-12-16: Appeals

10-12-1: SHORT TITLE. This chapter shall be known as the Clive Rental Housing Code, and may be cited as such, and will be referred to herein as “rental housing code.”

10-12-2: PURPOSE. It is the purpose of this chapter to ensure that property owners, their operators and others, to meet their responsibilities with respect to proper operation and maintenance of rental housing facilities and to provide for inspection as a means of compelling compliance therewith. It is not the purpose of this chapter to create any duty on the part of the city, its officers, agents, or employees, owing to any individual member of the public or to protect any particular or circumscribed class of persons. Specifically, it is not the intent of this chapter to create any duty or liability by the city, its officers, agents, or employees, to premises occupants, owners, tenants, or any other person.

10-12-3: WARNING. No person shall place reliance upon this chapter, any inspections performed, or certificates issued pursuant to this chapter, as indicating the safety of or quality of construction of any particular premises. Neither this chapter nor inspections made pursuant thereto nor certificates issued are intended to assume the duty of any person to adequately construct and maintain a premises or provide a safe premises or to, in any way, indicate a decrease in the risk associated with the use or occupancy of any premises. A certification that a premises has been inspected pursuant to this chapter shall not in any way constitute a warranty or guarantee of the safety or quality of that premises.

10-12-4: INTERPRETATION.

1. In interpreting and applying the provisions of this chapter, such provisions shall be held to the minimum requirements for the promotion of the public health, safety, and welfare. These regulations shall be construed broadly to promote the purposes for which they are adopted.
2. These regulations are not intended to interfere with, abrogate, or annul any other ordinance, rule or regulation, statute, private covenants or other provision of law except as provided in these regulations. If a conflict between requirements appears within this chapter; the most restrictive requirement shall prevail.
3. Information erroneously presented by any official or employee of the City does not negate or diminish the provisions of this chapter pertaining thereto.

4. Whenever a number of days is specified in this chapter, or in any permit, condition of approval or notice issued or given as set forth in this chapter, such number of days shall be deemed to be consecutive calendar days, unless otherwise specified.
5. Whenever application of this chapter results in standards being expressed in fractions of whole numbers, such fractions are to be rounded to the next higher whole number.
6. No action of the City, its City Council, Community Development Department staff or the Building Code Appeals Board shall be deemed invalid by reason of failure to comply with or conform to the provisions of this chapter, provided that the procedural requirements of the Code of Iowa have been met.
7. It is the intent of this chapter that all questions of interpretation and enforcement shall be first presented to the Construction Services Administrator, and that such questions shall be presented to the Building Codes Appeal Board only on appeal from the decision of the Construction Services Administrator and that recourse from the decision of the Building Codes Appeal Board shall be as provided by law.

10-12-5: ADOPTION. Pursuant to published notice and public hearing, as required by law, the International Property Maintenance Code, 2024 edition, published by the International Code Council, Inc., is adopted in full except for such portions as may be hereinafter deleted, modified or amended, and shall constitute the "rental housing code" of the City. An official copy of the International Property Maintenance Code, 2024 edition, as adopted, and a certified copy of this chapter can be viewed in the Community Development Department.

10-12-6: SCOPE AND OCCUPANCY REQUIREMENTS. The provisions of this chapter shall apply to the maintenance, repair, equipment, use and occupancy of all rental housing units, accessory buildings and accessory structures now in existence or hereafter constructed, habilitated, renovated or converted to residential use within the corporate limits, including but not limited to one and two family dwellings, multiple-family dwellings, accessory dwelling units, lodging houses, boarding houses, short-term rental properties and long-term rental properties.

A. EXCEPTIONS:

1. Single family dwellings occupied by the owner, or members of that owner's immediate family.
 2. A duplex, at least one of the units of which is occupied by the owner, and the other unit is occupied by a member of that owner's immediate family.
 3. Single family dwellings occupied by the owner who desire to have not more than one non-family enrolled student living with them for the duration of the student's educational opportunity.
 4. Transient shelters and group homes subject to state licensing.
 5. Hotels, motels, extended stay hotels, and other similar uses subject to state-licensing.
- B.** The occupancy designations listed below, along with their code designations shall be used to regulate the various groups of rental housing. The following occupancies are defined in section 10-12-13.

1. Boarding House

- All boarding house fire protection, life safety and exiting requirements shall be regulated by the currently adopted Fire Code, Building Code,

International Property Maintenance Code and this rental housing code. Boarding houses shall only be allowed in R-3 zoning districts or as referenced by the zoning code and adopted by council. The zoning use regulations in effect shall take precedence over this rental code.

2. Lodging House

- If occupant load space per table 404.5 is available, owner-occupied lodging houses are allowed 4 separate leases or subleases allowing 5 total bedrooms to be utilized per dwelling unit.
- Duplexes and ADUs are considered two dwelling units.
- All lodging house life safety requirements shall be regulated by the currently adopted International Residential Code, International Property Maintenance Code and this rental housing code. Lodging houses shall only be allowed through a special use permit or as referenced by the zoning code and adopted by council. The zoning use regulations in effect shall take precedence over this rental code.

3. Single-Family Rental Home

- All single-family rental homes shall be bound by a single lease. No subleases shall be obtained.
- The single tenant who obtains the single lease with the owner, shall be designated as the operator and shall reside at the property.
- A copy of the single lease listing all occupants shall be made available to the city upon request. The owner and operator are required to keep the single lease current and shall provide a copy of the lease to the city within 48 hours of the request.
- If an accessory dwelling unit (ADU) exists on the same parcel as the single-family dwelling and the owner desires to rent out both dwellings, a maximum of 2 separate leases will be allowed.
- All single-family rental home life safety requirements shall be regulated by the currently adopted International Residential Code, International Property Maintenance Code and this rental housing code.

4. Short Term Rental Property

- It shall be a violation of this code for any person to let to another a short-term rental property unless the owner holds a valid rental certificate issued by the city.
- All provisions of the rental housing code shall apply to short-term rental properties except no application fee, initial inspection and reinspection fees or certificate fees may be charged. If any reinspections past the initial free reinspection, are required, the owner will be charged for this additional inspection.

5. Long Term Rental Property

- All rentals considered long term shall be subject to all the requirements of this rental code, including the required fees. Exception #3 under 10-12-6 Scope And Occupancy Requirements will be honored for owners in good standing with the city.

10-12-7: INDEMNIFICATION. The applicant for any rental certificate under this chapter, by making such application, assumes and agrees to pay for all loss or damage to property whatsoever, and injury to or death of any person or persons whomsoever, including all costs and expenses incident thereto, however arising from or in connection with or related to the issuance of such rental certificate or the doing of anything there under, or the failure of such applicant, or the operators, employees or servants of such

applicant, to abide by or comply with any of the provisions of this chapter or any other ordinance of the city; and such applicant, by making such application, forever indemnifies the city, its officers and employees and agrees to save it and them harmless from any and all claims, demands, lawsuits or liability whatsoever for any loss, damage, injury or death, costs and expenses, by reason of the foregoing even though acts or omissions of the city, its officers or employees may have caused or contributed thereto. The foregoing provisions shall be deemed to be a part of any certificate issued under this chapter whether expressly recited therein or not.

10-12-8: RENTAL REGISTRATION, CERTIFICATE REQUIREMENTS, CONDITIONS AND FEES.

1. Required Registration: After the effective date of this Ordinance, no person shall rent, lease, let, operate or otherwise allow the occupancy of any dwelling unit or any portion of any dwelling unit (including sleeping rooms) unless they hold a valid rental certificate issued by the Community Development Department or meet one of the exceptions as provided for in 10-12-6.
2. Certificate Issuance: Following submission and review of a proper registration application on forms provided by the Community Development Department, payment of associated rental fees, verification of a single lease arrangement as requested, determination of occupancy by the department, performance of a self-inspection of the unit being registered and signing a rental owner acknowledgement form, the Community Development Department shall issue a Rental Certificate to the owner. No rental certificates shall be renewed or issued to any person, firm, or corporation who has fees outstanding or who has outstanding violations of any ordinance of the city.
3. Rental Certificate: The owner or operator of a rental unit must be able to show a copy of a valid rental certificate upon request. Apartment buildings will only be issued one certificate that lists all the individual units within said building. Failure to maintain all units within an apartment may jeopardize the rental certificate for the entire said building.
4. Expiration: Rental certificates shall be valid through the expiration date contained, thereon. Prior to the expiration date of the Rental Certificate, the Community Development Department shall provide a renewal notice to the owner advising of the requirements for renewal of the Rental Certificate. Failure of the owner to complete the requirements for renewal will result in a late payment penalty being applied to the balance owed. A rent abatement order will be placed 31 days after expiration of the rental certificate, if a renewal is not completed prior. If the renewal is not completed within 45 days following expiration, an additional notice of violation will be issued to the property owner.
5. Reduced Term Rental Certificate, Suspension, or Revocation: Any Rental Certificate term may be reduced, suspended or revoked as provided in section 10-12-16 (D) Sanctions.

If, at the discretion of the Construction Service Administrator, an emergency exists which threatens the immediate health, safety or general welfare of the occupant or general public, the Construction Services Administrator may immediately issue an order suspending the Rental Certificate. Upon issuance of the order, the occupant of the unit shall immediately vacate the premise until the Rental Certificate is reinstated.

6. Transfer. Rental certificates shall not be transferable to succeeding owners. Rental certificates shall automatically terminate and become null and void, without further action of the City, upon transfer of property ownership or upon execution of an agreement to purchase property on contract.

A. Notice of ownership change.

Every buyer and seller of a rental property shall give notice to the Community Development Department within 30 days after closing or execution of a contract. This notice shall include the name and address of the buyer and their agent. If the department has not been notified within 30 days, a notice of violation may be issued.

7. Outstanding Issues: If an owner has outstanding fees, fines or violations on any property within the City of Clive, the issuance of a Rental Certificate may be withheld by the Community Development Department.
8. Fees: The fees for services performed by the Community Development Department in carrying out its responsibilities under this code shall be as indicated in a fee schedule adopted from time to time by the City Council.

10-12-9: BUILDING OFFICIAL. For the purposes of this code, the Construction Services Administrator may also be referred to as the Building Official. It shall be the duty of the Construction Services Administrator, appointed under provisions of the Community Development Director, to administer and enforce the provisions of this chapter and to make any required inspections or tests. A person or persons may be appointed as assistants or agents of the Construction Services Administrator as may be necessary to carry out the provisions of this chapter. For the purpose of making inspections, tests, or otherwise discharging their official duties, the Construction Services Administrator or an appointed assistant or agent shall have the right to enter at any time any building, area, or manhole upon notifying the company or individual owning or having charge or control of the same. Whenever, in the judgment of the Construction Services Administrator, any structure is suspected of being or found to be defective or dangerous, or whenever from any cause the premises shall be in such defective condition as to be in danger of fires, or accident to workers, or the general public, the Construction Services Administrator shall at once order the removal of such defects and the remedying of such improper condition.

10-12-10: AUDIT INSPECTION. The Community Development Department shall seek to conduct an audit inspection of every rental unit within the corporate limits of the City every six (6) years. Additional inspections required beyond one reinspection shall be charged to the owner as indicated in the fee schedule adopted from time to time by city council. The owner or designated operator shall be present for all inspections. As part of the inspection process, the City may determine to extend or shorten the timeframe to the next scheduled inspection. Factors that may influence the City to inspect more or less frequently include, but are not limited to, the following:

1. Age and condition of building or unit
2. Inspection history
3. Tenant/management/resident complaints
4. Natural disasters such as flooding
5. Delayed maintenance/repairs, follow-up, or fee payments by the owner

10-12-11: COMPLAINT BY TENANT. Unless there are significant health, safety or general welfare issues, a tenant must first complain to the owner or agent. Complaints must be submitted in writing and if desired, forms for that purpose will be available from the Community Development Department.

1. An owner or operator shall have seven days to address the complaint. If the complaint is not remedied to the tenant's satisfaction within twenty days, the Community Development Department will schedule an inspection with the tenant and owner. If violations are found, an inspection fee shall be charged to the owner. If the violation(s) are not corrected before or on the correction date indicated by the inspector, the city has the authority to place a rent abatement order per section 10-12-16 (1) Rent Abatement, on the rental unit.

2. No person shall pursue an action for eviction because the occupant has reported a violation of this chapter.
3. No person shall cause any service, facility, equipment or utility required under this chapter to be removed, shut off or discontinued in retaliation for a complaint.

10-12-12: DELETIONS. The following sections are deleted from the Property Maintenance Code and are of no force or effect in this chapter.

1. **Section 101 Scope and General Requirements**
2. **Section 103 Code Compliance Agency**
3. **Section 106 Means of Appeal**

10-12-13: AMENDMENTS. The paragraphs in this section represent amendments to the requirements contained in the Property Maintenance Code.

1. Section 202 General Definitions add the following:

- A. “Bedroom” means a habitable room within a dwelling or sleeping unit used or intended to be used for sleeping. Minimum size requirements for bedrooms are set forth in table 404.5 of this code.
- B. “Code Compliance Settlement Agreement” means a written agreement that shall include a list of specific actions and a specific schedule of deadlines for actions to abate the current violation(s) and avoid further code violations. It may also include provisions for periodic reassessment of the agreement or any written modification of the agreement.
- C. “Cooking provisions, permanent” means a room or space within a dwelling unit that is used or designed to be used for the preparation and cooking of food. The minimum components include a countertop, a sink with running water, and a stove or stove hookup utilizing gas or 220 volt electric.
- D. “Dwelling” means any building that contains one or more dwelling units occupied or designed to be occupied for residential living purposes. Dwelling excludes hotels, mobile homes, nursing facilities, and assisted living residential facilities. Types of dwellings and/or dwelling units include:
 1. “Dwelling, accessory unit” means an additional residential dwelling unit that is subordinate to the principal dwelling unit on the same lot, does not provide direct and free access to the principal dwelling unit and its amenities, and provides a reasonable expectation of privacy from residents of the principal dwelling. Accessory dwelling units may either be a detached building or attached or internal to the principal building. For the purposes of this definition, a dwelling unit is “subordinate” to the principal dwelling when all the following apply:
 - a. The additional dwelling unit does not have an exterior door oriented toward and readily visible from the front yard.
 - b. The additional dwelling unit does not have a separate address.
 - c. The additional dwelling unit is provided water from the same metered service as the existing principal dwelling.

2. "Dwelling, apartment" means a dwelling unit within a multiple family dwelling. Apartments may be either leased or owned by the occupant.
 3. "Dwelling, boarding house" means a building providing completed living facilities, including permanent provisions for living, sleeping, eating, cooking, and sanitation, where, for compensation, meals or lodging are provided under 2 or more leases. Boarding house does not include accessory dwelling units, or a facility, home, or program otherwise subject to licensure by the Code of Iowa.
 4. "Dwelling, duplex" means a building containing only two dwelling units located on the same lot, where neither unit is accessory nor subordinate to the other in terms of size, scale, and use. A duplex dwelling shall have a separate address, and a separate water metered service for each dwelling unit.
 5. "Dwelling, lodging house" means an owner-occupied single-family dwelling unit or portion thereof, containing not more than 4 guestrooms which are used for overnight lodging and made available to the general public, where rent is paid in money, goods, labor, or otherwise. Meals, with or without additional compensation, may be provided or served to overnight guests. Also referred to as a "Bed and Breakfast."
 6. "Dwelling, multiple-family" means a building that contains three or more dwelling units located on the same lot, exclusive of permitted Accessory Dwelling Units.
 7. "Dwelling, single-family" means a building that contains only one principal dwelling unit and occupied exclusively for residence purposes, including naturally or commonly occurring uses specified herein.
 8. "Dwelling, townhouse" means a single dwelling unit in a townhouse development that extends from foundation to roof and that has a yard or public way on not less than two sides. Townhouse dwelling units may be either attached by one or more common walls or detached.
 9. "Dwelling unit" means a single unit providing complete independent living facilities for one or more persons, including permanent provisions for living, sleeping, eating, cooking and sanitation. A dwelling unit shall contain no more than two interior rooms or spaces providing permanent cooking provisions. For the purposes of this definition with rental housing, a bed, day bed, couch, futon or other similar multipurpose sleeping furniture shall constitute the provisions for sleeping.
- E. "Family, Immediate" means a spouse, child, parent, stepparent, stepchild, father-in-law, mother-in-law, brother, sister, daughter-in-law, son-in-law, grandchild, and grandparent.
- F. "Guest" means an individual who shares a dwelling unit on a temporary basis for not more than 30 days in any given calendar year. For the purposes of the rental housing code, guests shall not possess a signed lease with the owner or be defined as a tenant. All short-term rental occupants shall be considered tenants. All guests shall be included in the maximum occupant load count for the dwelling unit.
- G. "Long Term Rental Property" means any rental unit that is occupied or intended to be occupied for 31 or more consecutive days in a calendar year.

- H. "Occupant" means a person who is physically present in the dwelling and is engaged in activities of daily living, including, but not limited to, sleeping, cooking, eating, and sanitation, for at least thirty 31 days in a calendar year or who is a tenant.
- I. "Operator" means any person who has custody or control of the building or parts thereof in which dwelling units or rooming units are let or who has custody or control of the premises.
- J. "Owner" means any person who has custody and/or control of any dwelling, dwelling unit or rooming unit by virtue of a contractual interest in or legal or equitable title to said dwelling, dwelling unit or rooming unit as guardian or conservator.
- K. "Rental certificate" means a certificate that is issued by the Community Development Department after written application if the dwelling unit, at the date of such application, is entitled thereto.
- L. "Rental unit" means any house or building or portion thereof which is occupied in whole or part as a home or residence of one or more tenants, on a rental basis, or when, in return for housing, a tenant agrees to occupy and maintain the premises and pay utilities.
- M. "Short Term Rental Property" means any individually or collectively owned single-family dwelling or dwelling unit; any unit or group of units in a condominium, cooperative, or timeshare; or an owner-occupied residential home that is offered for a fee for 30 or fewer consecutive days in a calendar year. All short-term rental occupants shall be considered tenants.
- N. "Single-Family Rental Home" means a non-owner-occupied single-family dwelling unit where rent is paid under a single lease with no subleases allowed.
- O. "Sleeping provision, permanent" relating to the rental housing code, means a bed, day bed, couch, futon or other similar multipurpose sleeping furniture.
- P. "Tenant" means: (i) an occupant who occupies a dwelling unit who pays, or has payments made on their behalf, a stated payment at fixed intervals for the use of the dwelling unit; or (ii) a person occupying a dwelling unit owned by another individual, who, in return for housing, agrees to occupy and maintain the premises and pay utilities, or (iii) an occupant of a short-term rental property.

2. Add section 301.2.1 Basic Duties of Owner:

- A. Comply with all obligations primarily imposed upon tenants by applicable provisions of building and housing codes materially affecting health and safety.
- B. Make all repairs and do whatever is necessary to put and keep the premises in a fit and habitable condition.
- C. Keep all common areas of the premises, including the exterior areas, in a clean and safe condition.
- D. Maintain in good and safe working order and condition all electrical, plumbing, sanitary, heating, ventilating, air-conditioning, and other facilities and appliances, including elevators, supplied or required to be supplied by the owner.
- E. Provide and maintain appropriate receptacles and conveniences, accessible to all tenants, for the central collection and removal of ashes, garbage, rubbish, and other waste incidental to the occupancy of the dwelling unit and arrange for their removal.
- F. Supply running water and hot water at all times, and supply heat as required by the code.

- G. Practice reasonable due diligence in accepting tenant(s) to ensure the health, safety, and general welfare of the community is preserved. Violations of code Title 5 (chapters 4-11) shall be directed to the rental certificate owner.
- H. Execution of a rental agreement (lease) with the tenant which uphold the regulations of the city and the Iowa Uniform Residential Landlord and Tenant Act. Rules shall be established within the rental agreement to expedite the termination of the rental agreement and eviction for problematic tenants.

3. Add section 301.2.2 Tenant Obligations:

- A. Comply with all obligations primarily imposed upon tenants by applicable provisions of building and housing codes materially affecting health and safety.
- B. Comply with all city regulations regarding nuisances, parking, and city code Title 7 (chapters 4-11).
- C. Keep that part of the premises that the tenant occupies and uses clean and safe as the condition of the premises permit.
- D. Dispose from the tenant's dwelling unit all ashes, rubbish, garbage, and other waste in a clean and safe manner.
- E. Keep all plumbing fixtures in the dwelling unit or used by the tenant as clean as their condition permits.
- F. Use in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air-conditioning and other facilities and appliances including elevators or stairways in the premises.
- G. Not deliberately or negligently destroy, deface, damage, impair or remove a part of the premises or knowingly permit a person to do so.
- H. Upon proper notice (24 hours), shall not unreasonably withhold consent to the landlord to enter the dwelling unit in order to inspect the premises, make necessary or agreed repairs, alterations, or improvements, supply necessary or agreed services, or exhibit the dwelling unit to prospective or actual purchasers, mortgagees, tenants, workers, or contractors.
- I. Not act in a manner that will disturb a neighbor's peaceful enjoyment of the premises or surrounding premises.

4. Section 302.4 Weeds. Delete in its entirety and insert the following.

- A. **Weeds.** All premises and exterior property shall be maintained free from grasses and weeds in accordance with Title 5, Chapter 6 Nuisances; Abatement Procedures.

5. Section 303.2 Enclosures. Delete this section and insert the following.

- A. **Enclosures.** Enclosures, covers, and gates protecting swimming pools and hot tubs and spas shall be installed and maintained in accordance with Title 10, chapter 10 of the city code.

6. Section 304.14 Insect Screens. Insert the following dates.

- A. April 1st to November 1st.

7. Add section 307.3 New/Replacement Handrails or Guardrails.

- A. Handrails and guardrails undergoing any change, remodel or replacement shall be installed in accordance with the currently adopted Clive Building Code.

8. Section 404.4.1 Room Area. Delete this section and insert the following.

- A. Every living room shall contain not less than 120 square feet, and every bedroom shall contain not less than 70 square feet.

Exception: Efficiency units as established in the International Property Maintenance Code.

9. Section 404.5 Overcrowding. Delete this section in its entirety, including table 404.5, and replace with the following.

- A. Dwelling units shall not be occupied by more occupants than permitted by the minimum area requirements of the following table.

Room Type	Room Area	Maximum Occupant Load
Bedroom	At least 70 sq. ft. but less than 120 sq. ft.	1 per room
Bedroom	120 sq. ft. to 180 sq. ft.	2 per room
Bedroom	180 sq. ft. or more	3 per room
Multipurpose Room	At least 70 sq. ft.	1 per room, not more than 2 per dwelling unit

- See section 202 for bedroom definition
- For the purposes of this section, a multi-purpose room may include a living room, den, study, or other similar room that by design or layout is not primarily intended to be used as a bedroom, but that is otherwise habitable and provides accommodations for sleeping such as a bed, daybed, couch, futon or similar multipurpose sleeping furniture. All rooms used for sleeping shall contain a code compliant emergency escape and rescue opening and code compliant smoke alarms.

10. Section 602.3 Heat Supply. Insert the following dates.

- A. September 1st to May 30th.

11. Section 602.4. Occupiable Workspaces. Insert the following dates.

- A. September 1st to May 30th.

12. Add section 603.7 Corrugated Stainless-Steel Tubing (CSST)

- A. Corrugated stainless steel tubing shall be bonded to the electrical grounding system or panelboard utilized by the existing electrical service. This shall be done in accordance with the tubing manufacturer's recommendations.
- B. All new CSST shall be arc resistant corrugated stainless-steel tubing listed in accordance with ANSI LC1 (Optional Section 5.16)/CSA 6.026.

13. Add section 605.2.1 Kitchen Receptacles

- A. All 15- and 20-amp receptacle outlets that serve kitchen countertop areas shall be ground fault circuit interrupter (GFCI) protected. If no ground wire is present, the GFCI shall be properly labeled as such.

14. Add section 605.2.2 Bathroom Receptacles

- A. All 15- and 20-amp receptacle outlets located within bathrooms shall be ground fault circuit interrupter (GFCI) protected. If no ground wire is present, the GFCI shall be properly labeled as such.

15. Add section 605.2.3 Other Receptacle Outlets

- A. All 15- and 20-amp receptacle outlets located within 6' of a sink shall be ground fault circuit interrupter (GFCI) protected. If no ground wire is present, the GFCI shall be properly labeled as such.

16. Add section 605.2.4 Garage/Accessory Building Receptacles

- A. All 15- and 20-amp receptacle outlets located within garages/accessory buildings shall be ground fault circuit interrupter (GFCI) protected. If no ground wire is present, the GFCI shall be properly labeled as such.

17. Add section 605.2.5 Outdoor Receptacles

- A. All 15- and 20-amp receptacle outlets located outdoors shall be ground fault circuit interrupter (GFCI) protected. If no ground wire is present, the GFCI shall be properly labeled as such.

18. Section 702.4 Emergency Escape and Rescue Openings. Delete this section and insert the following language.

- A. All emergency escape and rescue windows original to when the dwelling unit was constructed, that easily open to the maximum extent designed and are located within 52 inches or less from the finished floor or provided platform shall be allowed to remain in place. All emergency escape and rescue windows considered for replacement or that have already been replaced with replacement windows or insert windows shall meet the following conditions:
 - 1. Buildings built prior to January 1, 1972:
 - a. The replacement window is the manufacturer's largest standard size window that will fit within the existing frame or existing rough opening. The replacement window is of the same operating style as the existing window or a style that provides for an equal or greater window opening area than the existing window.
 - b. The minimum net clear opening height shall be 20 inches, and the minimum net clear opening width shall be 20 inches.
 - c. In no case shall the replacement window provide less than 4.0 square feet of net clear opening.
 - d. The bottom of the clear opening of the replacement window shall not be greater than 48 inches above the finished floor or code approved window platform.

Exception: Existing window openings that open directly to existing finished grade level are allowed up to (52) fifty-two inches above the finished floor or code approved window platform to accommodate existing taller foundations.

- 2. Buildings built after January 1, 1972:

- a. The replacement window is the manufacturer's largest standard size window that will fit within the existing frame or existing rough opening. The replacement window is of the same operating style as the existing window or a style that provides for an equal or greater window opening area than the existing window.
 - b. In no case shall the measurement from the bottom of the window opening to the finished floor and minimum net opening width and height requirements be less than the code applicable when the building was built.
- B. All new window openings created that will serve as an emergency escape and rescue opening, shall be sized and placed to accommodate windows with net openings and heights like that for new construction. New construction requirements shall follow the most currently adopted International Residential Code or International Building Code.
- C. Doors used as emergency escape and rescue openings shall be maintained in accordance with the code in effect at the time of construction.
- D. All emergency escape and rescue openings shall meet both of the following requirements:
 - 1. Shall be operational from the inside of the room without the use of keys, tools or special knowledge.
 - 2. Bars, grilles, grates or similar devices are permitted to be placed over emergency escape and rescue openings provided that the minimum net clear opening size complies with the code referenced above and the unit is equipped with code compliant smoke alarms. Such devices shall be releasable or removable from the inside without the use of a key, tool, special knowledge or force greater than that which is required for normal operation of the escape and rescue opening.

19. 704.6 Single and Multiple-Station Smoke Alarms. Add the following language:

- A. Smoke alarms shall be listed in accordance with UL 217. Combination smoke and carbon monoxide alarms shall be listed in accordance with UL 217 and UL 2034.

20. 704.6.1 Where Required. Delete the three exceptions.

21. 704.6.1.2 Groups R-2, R-3, R-4 and I-1. Add the following language:

- A. Immediate vicinity shall mean the following distances from the alarm to the bedroom door.
 - 1. (25') twenty-five feet for alarms with primary power from building wiring or per manufacturer recommendations, whichever is less.
 - 2. (10') ten feet for battery operated alarms or per manufacturer recommendations, whichever is less.
 - 3. In theater rooms, exercise rooms and mechanical rooms. Mechanical closets less than 16 square feet are exempt from the requirement of having a smoke alarm within the closet if another smoke alarm is located within the immediate vicinity of the closet door as determined above.

22. 704.6.3 Power Source. Add the following language.

- A. Existing smoke alarms powered by building power shall never be replaced with solely battery-operated alarms.

- B. All solely-battery operated smoke alarms shall be 10-year sealed in place battery type.

23. **705.2.1 Power Source.** Add the following language.

- A. All solely-battery operated carbon monoxide alarms shall be 10-year sealed in place battery type.

10-12-14. VIOLATIONS AND ENFORCEMENT STRATEGIES. The city reserves the right to impose any of the following enforcement strategies to keep all rental housing in good standing. Any strategy may be used individually, or multiple strategies may be used concurrently.

1. **Rent Abatement** – no rent shall be recoverable by the owner or lessee of any dwelling which does not comply with the rental housing code until such a time as the dwelling does comply with the rental housing code.
 - A. The Construction Services Administrator may order rent abated when they have determined the owner has:
 1. Failed to provide an essential service (water, sewer, electricity, heat);
 2. Failed to remedy a condition that poses a substantial risk to the health or safety of the tenant(s);
 3. Rented at the subject dwelling unit without a rental permit; or
 4. Rented the subject dwelling unit in a manner not permitted by this code.
 - B. Rent abatement means that the owner may not recover rent from the tenant. Rent shall be abated until the condition for which rent abatement was ordered has, in the judgment of the Construction Services Administrator, been remedied.
 - C. The Construction Services Administrator shall provide a copy of the rent abatement order to the owner at the address on the rental permit and to the tenant by U.S. mail and by posting the entrance door to the dwelling unit. Notice of termination of the rent abatement order will be given in the same manner.
2. **Municipal Citation** - Violations of the provisions of this chapter, or failure to comply with any of its requirements, shall constitute a municipal infraction as set forth in title 1, chapter 4, article A of this code. In the event the city seeks court intervention for a violation of any provision of this chapter, the city may seek reimbursement for reasonable attorney fees and additional costs. Nothing herein contained shall prevent the city from taking such other lawful actions as necessary to prevent or remedy violations.
3. **Code Compliance Meeting** – A code compliance meeting may be scheduled if any combination of three or more written nuisance, zoning, building, housing, other notices of code violation, or three or more parking tickets issued on separate dates are written within a 12-month period on or directly adjacent the premises.
 - A. Said meeting shall be scheduled during normal business hours of the city.
 - B. The owner, operator, and one adult tenant of each involved dwelling unit shall attend the scheduled meeting.
 - C. A code compliance settlement agreement shall be drafted in which the owner, operator and tenant(s) agree to take corrective action to avoid future violations. If the property owner, operator or tenant does not attend the scheduled code compliance meeting, fails or refuses to sign the code compliance agreement, or fails to comply with the guidelines outlined in the

agreement, the city may then refer the owner to the building codes appeal board with a recommendation to impose one or more of the rental permit sanctions identified in this chapter.

4. **Sanctions** – The city, including the Building Codes Appeal Board, reserves the right to impose sanctions as necessary to safeguard the health, safety, and general welfare of the neighborhood and tenants. Sanctions may be applied to an individual dwelling unit, the entire rental dwelling, or the premises. Each separate violation may constitute a rental permit sanction unless the owner qualifies for a defense to an enforcement action. Unless an emergency exists, all sanction requests shall be heard by the Building Codes Appeal Board with the request stayed until the board rule is final. Failure of the owner or operator to attend the hearing shall forfeit the owner's opportunity for a hearing and the recommended sanctions shall be placed in immediate effect. Referral to the building codes appeal board for sanction related cases shall not require an application fee to be paid by the owner.

Notwithstanding any other provision herein, the rental permit sanctions are not applicable to victims of abuse or crime as provide in the code.

Transfer of Ownership – Transfer of ownership does not modify or alter any sanction imposed unless approved by the city or unless the transfer is due to a sale of the property between disinterested parties as determined by the city.

In deciding the severity of the rental permit sanction, the city will consider the following:

1. Level of cooperation of the parties to resolve all issues;
2. Level of disturbance associated with the violations;
3. Impact of violations on neighbors or other victims;
4. Degree to which parties have taken reasonable steps to resolve the issues; and
5. Property/Owner violation history.

Property owner defenses to an enforcement action:

1. Owner reported the violation to law enforcement.
2. Owner evicted or attempted to evict tenants charged with a violation.
3. Owner undertook reasonable means to avoid a reoccurrence of code violations.
4. Owner executed a written plan/agreement/new rental agreement with the tenants to address any future issues.

A. **Reduced Term Rental Certificate** – Reduced term rental certificates shall be renewed annually and inspected by the city every 2 years. Fees charged shall be per the fee schedule adopted from time to time by council. This sanction shall be in effect for a period of not less than four years from the date of the final ruling. A reduced term rental certificate sanction may be imposed for the following reasons:

1. If the owner, occupant, or any guest has, on two or more occasions within a rental certificate cycle, been issued criminal convictions for violations of the Iowa Code, City Code, or Federal Code pertaining to:
 - a. Controlled substance
 - b. Assault
 - c. Willful injury
 - d. Terrorism
 - e. Stalking
 - f. Trafficking stolen weapons

- g. Reckless use of a firearm
- h. Consumption of alcohol in a public place
- i. Alcohol intoxication in a public place
- j. Possession of alcohol under the legal age
- k. Noise control (due to reckless activities)
- l. Criminal mischief
- m. Trespassing
- n. Interference with official acts
- o. Disorderly conduct
- p. Obstructing an officer
- q. Damaging or defacing property
- r. Indecent exposure
- s. Disorderly house
- t. Public urination and defecation

2. If the owner, any occupant, or any guest has, on four or more separate occasions within a rental certificate cycle, been issued municipal citations, tickets or written violations of the city code on the premises of a rental property regarding:
 - a. Building or housing codes
 - b. Zoning ordinance
 - c. Nuisance ordinance
 - d. Graffiti
 - e. Illegal parking

B. Suspension of Rental Certificate – A rental certificate shall be suspended for no more than 180 days beginning on the date the ruling is a final non-appealable decision. Subject to federal or state law to the contrary, suspension of a rental certificate shall be cause for the tenants to be evicted within 45 days of the suspension final non-appealable decision. The Building Codes Appeal Board may suspend a rental certificate for any of the following reasons:

1. Failure to comply with the conditions of the reduced term rental certificate.
2. Failure to comply with a court decision concerning a violation of any provision in the building, housing, or zoning code.
3. Adjudication by the court that the owner, operator, or persons acting on behalf of the owner has:
 - a. Violated the maximum occupancy provisions of this code.
 - b. Illegally used or allowed the illegal use of non-habitable or non-occupiable space.
 - c. Illegally converted space to habitable use.
4. Failure to comply with an order to abate a dangerous building.
5. Failure to comply with any emergency order or placarding of a structure.
6. Additional violations of the City code, Iowa code, or Federal code that occur within one year of the conditions imposed pursuant to the reduced term rental permit.
7. Failure by the owner to pay a court judgment to the city.

C. Revocation of Rental Certificate – A rental certificate shall be revoked for not less than one year beginning on the date the ruling is a final non-appealable decision. Subject to federal or state law to the contrary, revocation of a rental certificate shall be cause for the tenants to be evicted within 45 days of the revocation final non-appealable decision. The Building Codes Appeal Board may revoke a rental certificate for any of the following reasons:

1. Failure to comply with a suspension of the rental certificate.
2. Failure to comply with an order to abate a dangerous building.
3. Failure to comply with an emergency order or placarding of a structure.
4. More than one determination for rental certificate suspension within two (2) years of the reinstated rental certificate on a premises.
5. The owner is convicted for making false statements on a rental certificate application and/or informational disclosure and acknowledgement form.

10-12-15. COLLECTION OF FEES, FINES, PENALTIES AND COSTS. All fees, fines, penalties and costs imposed upon an owner in the enforcement of this chapter shall be due when notice of the amount of such fees, fines, penalties and costs is mailed to the owner.

1. If notice containing the information required by Iowa Code 364.17 is given and the total amount of such fees, fines, penalties and costs is not paid within 30 days of when due, or within 10 days of the final action of the Building Codes Appeal Board, then:
 - A. The owner shall be charged a late payment penalty in the amount set forth in the fee schedule adopted by the City Council from time to time.
 - B. Interest shall thereafter accrue on the unpaid balance at the rate of 1.5% per month; and
 - C. The City may certify the unpaid balance, interest and late payment penalty to the county auditor as a lien upon the rental property for collection in the same manner as a property tax.

10-12-16: APPEALS. Any person affected by a decision of the Construction Services Administrator may request and shall be granted a hearing on the decision before the Building Codes Appeal Board as set forth in Title 2, chapter 2 Building Codes Appeal Board. Such appeal shall be taken within ten (10) days by filing application request on the forms provided by the Community Development Department. Additionally, the application must be accompanied with the appropriate fee as determined in the fee schedule adopted from time to time by the City Council. An appeal stays all proceedings in furtherance of the action appealed from, unless the Construction Services Administrator certified to the Building Codes Appeal Board after notice of appeal shall have been filed that by reason of facts stated in the certificate a stay would in the opinion of the Construction Services Administrator cause imminent peril to life or property. In such case, proceedings shall not be stayed other than by a restraining order which may be granted by the Building Code Appeals Board or by a court of record on application, on due cause shown.



Memo

TO: Mayor and Council members

FROM: Ryan Mayer, Construction Services Administrator

DATE: November 13, 2025

RE: Resolution Approving Updated Rental Housing Program Guidelines,
Fee Schedule, Rental Owner Checklist And Rental Owner Inspection Guide

SYNOPSIS:

See ordinance synopsis

Attachments:

1. Resolution_Program Guidelines & Fee Schedule
2. Program Guidelines & Fee Schedule 2026-2027
3. Rental Inspection Guide 2026-2027
4. Rental Owner Checklist 2026-2027

RESOLUTION NO. _____

RESOLUTION APPROVING
RENTAL HOUSING PROGRAM GUIDELINES AND FEE SCHEDULE

WHEREAS, a Rental Housing Program has been established for the City of Clive, IA;

WHEREAS, the Rental Housing Program is in need of updated guidelines, fee schedule, rental owner guidelines and rental owner inspection guide;

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

That the City of Clive Community Development Department is directed to implement the updated Rental Program Guidelines and Fee Schedule beginning November 14, 2025.

PASSED AND APPROVED this ____ day of November, 2025.

John Edwards, Mayor

ATTEST:

Matthew Graham, City Clerk

RENTAL HOUSING PROGRAM GUIDELINES 2026-2027

The City has developed a Housing Program which includes the adoption of a Rental Housing Code and the development of a program that ensures the regular inspection of rental units, inspection of rental units upon complaint and certification of rental units. The Council has adopted the 2024 International Property Maintenance Code as the basis for the Rental Housing Code.

In support of the Rental Housing Code, the following policies shall be incorporated into the program with respect to all rental units (including single family homes, accessory dwelling units, each side of a duplex or townhome dwelling units):

1. Single-Family Rental Home

- All single-family rental homes shall be bound by a single lease. No subleases shall be obtained.
- The single tenant who obtains the single lease with the owner, shall be designated as the operator and shall reside at the property.
- A copy of the single lease listing all occupants shall be made available to the city upon request. The owner and operator shall be required to keep the single lease current and shall provide a copy of the lease to the City within 48 hours of the request.
- If an accessory dwelling unit (ADU) exists on the same parcel as the single-family dwelling and the owner desires to rent out both dwellings, a maximum of 2 separate leases shall be allowed.
- All single-family rental home life safety requirements shall be regulated by the currently adopted International Residential Code, International Property Maintenance Code and the Rental Housing Code.

2. Boarding House

- Boarding houses shall only be allowed in zoning districts as adopted by Council.
- All boarding house fire protection, life safety and exiting requirements shall be regulated by the currently adopted Fire Code, Building Code, International Property Maintenance Code and Rental Code.

3. Lodging House

- Lodging houses shall only be allowed in zoning districts as adopted by Council.
- If occupant load space per table 404.5 is available, owner-occupied lodging houses shall be allowed to have 4 separate leases or subleases allowing 5 total bedrooms to be utilized per dwelling unit.
- Duplexes and ADUs shall be considered two dwelling units.

- All lodging house life safety requirements shall be regulated by the currently adopted International Residential Code, International Property Maintenance Code and Rental code.
- 4. Short-Term Rental Property (rent 30 consecutive days or less in a calendar year)
 - It shall be a violation of this code for any person to let to another a short-term rental property unless the owner holds a valid rental certificate issued by the City.
 - All provisions of the Rental Code shall apply to short-term rental properties except that no application fee, initial inspection and reinspection fees or certificate fees shall be charged. If any reinspections are required past the initial free reinspection, the owner shall be charged for the additional inspection(s).
- 5. Long-Term Rental Property (rent for 31 or more consecutive days in a calendar year)
 - All rentals considered long-term shall be subject to all the requirements of this rental code, including the required fees.

Program Operations

All current rental certificates expire on December 31, 2025. Registration renewal notices via email will be sent out by November 30, 2025, with the expectation all renewals will be made before the expiration date. All renewals and payments shall be made at www.citizenserve.com/clive. Certificates shall be valid for up to two years with the next expiration date being December 31, 2027. Additional information regarding the program operations is provided below.

Self-Inspection (Rental Owner)

The owner or their designee (landlord, management company) shall be responsible to “self-inspect” their rental units and ensure they are maintained in accordance with the City code. Click here for the self-inspection checklist [Rental Owner Checklist.pdf](#) or visit the Rental Housing Program website at:

<https://www.cityofclive.com/services/communitydevelopment/rentalhousingprogram2.php>

It shall be the Owner’s responsibility to ensure every unit is fully compliant with all sections of the code before renting to tenants.

Program Registration

1. All Owners shall be registered online at <http://www.citizenserve.com/clive>
2. Rental unit certificates shall be renewed or applied for online at <http://www.citizenserve.com/clive>
3. Before clicking on the Rental Owner Checklist acknowledgement, the owner or management company shall download the current Rental Owner Checklist and use it to conduct a self-inspection of each individual rental unit.
4. Payment for the rental certificate shall be made through the CitizenServe website. A list of fees are provided at the end of this document.
5. Rental certificates shall be valid for up to two years. All rental certificates expire on December 31, 2027.
6. No units shall be rented until all the items on the self-inspection checklist have been reviewed and corrections made, the unit is registered online, fees have been paid and the owner is in good standing with the City.



Audit Inspection (City)

To ensure compliance, City staff will conduct audit inspections on approximately 312 units or 17% of all rental units annually. The certificate fees will cover the inspection and one reinspection. Additional reinspections will be charged to the Owner per the fee schedule adopted by Council.

The City will identify units for an “Audit Inspection” and send email notifications providing at least 30 days’ notice. Newer rental units that have not been previously inspected will be at the top of the list for inspection. Existing units are batched together and scheduled in the most economical manner within a 6 year period. Tenants are welcome to be present during the inspection and can ask the inspectors any questions or bring up any concerns.

NEW REQUIREMENTS - City staff will work with both tenants and owners to make sure tenant obligations and basic duties of the owner are being met. This includes keeping the interior and exterior clean, safe and in good repair.

Complaints

Tenants are required to submit complaints to the Owner in writing and the property owner shall have 7 days to contact the tenant to address the complaint unless the complaint is associated with an emergency condition (e.g., electrical outage, deficient heat supply, lack of water supply to the unit, flooding of the unit). Emergency conditions shall be addressed by the owner within 24-hours. Please notify the city at 515-223-6221 if an emergency condition exists past 24 hours.

A sample complaint form can be found online at:

<https://www.cityofclive.com/services/communitydevelopment/rentalhousingprogram2.php>

If the Owner has not scheduled the repairs with the tenant or fails to make corrections within 20 days, please contact the Community Development Department and we will conduct a Complaint Inspection (inspection of the entire unit will be completed). Exceptions will be granted if the Owner has made good-faith efforts to mitigate the deficiencies but have been unsuccessful due to the unavailability of parts/materials/etc. Documentation for situations such as this shall be provided to the Community Development Department. The inspection fees shall be billed to the Owner per the fee schedule adopted by Council.

Owners shall have ten days from the inspection date to appeal the violation(s) to the Building Codes Appeal Board. If the violation(s) is/are not corrected on or before the correction date indicated by the inspector, City staff has the authority to place a rent abatement order per section 10-12-16 (1) Rent Abatement, for the rental unit/tenant.

No person shall pursue an action for eviction because the tenant has reported a violation/complaint to the City or law enforcement.

No person shall cause any service, facility, equipment or utility under the rental code to be removed, shut off or discontinued in retaliation for a complaint.



Violations and Enforcement Strategies

The City has implemented into the rental code the following enforcement strategies to keep all rental housing in good standing. Any strategy may be used individually, or multiple strategies may be used concurrently. Please refer to the Rental Code for strategy specifics.

1. Rent Abatement
2. Municipal Citation
3. Code Compliance Meeting with code compliance settlement agreement
4. Reduced Term Rental Certificate - Building Codes Appeals Board Action
5. Suspension of Rental Certificate - Building Codes Appeals Board Action
6. Revocation of Rental Certificate - Building Codes Appeals Board Action

Appeals

Owner's shall have ten days from the inspection date to request an appeal to the Board. Applications packets shall be provided by the Community Development Department. Appeals will be processed per the following timeline:

Applications and payments due on or before the first day of the following month.

1st working day of following month

Staff shall review the application and begin working on the staff report. Communications shall be directed to the owner(s).

3rd Thursday of month

Building Codes Appeal Board hearing will take place. Board decisions will take effect immediately or within the timeline provided by the board.

Fees

Fees are established to cover 100% of all program expenses. The following expenses are anticipated:

Inspections:

312 inspections per year @ 45 mins per inspection = 234 inspection hours per year @ \$62/hour = \$14,508
per year x 2 years = \$29,016

Administration:

420 hours per year x \$50/hour = \$21,000 per year x 2 years = \$42,000

Vehicles:

1560 miles per year @ \$.69 per mile = \$1076.40 x 2 years = \$2,152.80

Office supplies to include printing, permit software:

4 software users @ \$525 per user = \$2100 + \$1000 printing/office supplies = \$3,100

Total program expenses = \$76,268.80

The following fee schedule for services shall be applied to all rental housing:



Biennial Rental Certificate (all rental certificates expire on December 31, 2027, regardless of when the certificate issued)

Single Family, condo, townhome	\$68.00
Duplex	\$68.00 /1 st unit, \$34.00 /2 nd unit
Apartment	\$68.00 / 1 st unit per building / \$34.00 each additional unit within that building
Failure to Register/ Obtain Rental Certificate (initial or renewal)	\$250.00
Failure to Schedule Audit Inspection	\$250.00
Audit Reinspection (1st reinspection free)	\$65.00 per hour (1 hour minimum)
Complaint Inspection	\$150.00 (inclusive of 1 reinspection)
Appeals Application	\$275.00
Late Payment	\$25.00

The following revenues shall be retained through registration fees:

Apartments - 1st unit within building = \$1,156
2nd or more units = \$46,784

Condos - \$4,556

Duplex - 1st unit = \$7,004
2nd unit = \$3,502

Single Family - \$9,384

Townhomes - \$3,876

Total registration revenue = \$76,262.00

Outreach and Education Opportunities

Home, Inc. offers the following workshops and educational materials for Clive tenants and landlords throughout the calendar year. They also offer HUD Certified Counseling Services. Please visit www.homeincdsm.org for more information. Additional tenant and landlord resources can also be found at <https://www.cityofclive.com/services/communitydevelopment/rentalhousingprogram2.php>

Rentwise for Tenants
Private Landlord Workshop
Property Manager Workshop
Tenant and Owner Official Handbook



RENTAL INSPECTION GUIDE

The purpose of the Rental Inspection Guide is to provide additional guidance and/or clarification on items outlined in the City Code. The language, terms and provisions addressed in the guide are for reference only and the actual code should be consulted for determination of compliance.

CSST (Corrugated Stainless Steel Tubing) – CSST pipe is a flexible, metal gas piping system used in many homes constructed or remodeled since the early 1990's. The pipe can typically be identified by the yellow plastic coating protecting the stainless steel tubing. Many early systems were not properly bonded and grounded which has resulted in damage or fire from lightning strikes. If you do not see any metal clamps or copper wire where the gas line enters the home or on any black iron pipe near CSST in your utility room, you should contact a local electrician to assist you in determining if the system is properly bonded and grounded. If CSST is identified during an audit inspection, it shall be properly bonded at that time.

Emergency Egress – A means of escape and/or rescue during an emergency. Every bedroom, including basement bedrooms, must have at least one operable emergency egress window.

An egress window shall have a clear opening of 5.7 square feet and shall not have a sill height greater than 44 inches above the finished floor. The table below outlines the minimum dimensions necessary to provide the requisite clear opening.

**MINIMUM WIDTH/HEIGHT REQUIREMENT FOR
EMERGENCY ESCAPE AND RESCUE WINDOWS (inches)**

Width	20	21	22	22	22	23	23	24	24	25	25	26	26	27	27
Height	41	40	39	38	37	37	36	35	34	34	33	32	32	31	30

Width	28	28	29	29	30	30	31	31	32	32	33	33	34	34	34
Height	30	29	29	28	28	27	27	27	26	26	25	25	25	24	24

The Building Code Appeals Board ruling on March 27, 2014 allows for original operational bedroom windows, whether compliant with the current egress codes or not, to remain in place until such a time the windows are replaced. At the time of replacement, the new windows shall meet the egress code requirements of the adopted code at that time.

All basement bedrooms shall have an egress compliant opening installed within that room.

A basement bedroom that does not have an egress compliant window shall not be listed as a “bedroom” in any advertising material and shall not be used in the calculation for determining the maximum permitted occupancy load for the dwelling unit.

Occupancy – The maximum permitted occupancy within any dwelling shall comply with the following table:

Dwelling Occupant Load Table

Room Type	Room Area	Maximum Occupant Load
Bedroom Room	at least 70 sf, but less than 120 sf	1 per room
Bedroom Room	120 sf to 180 sf	2 per room
Bedroom Room	180 sf or more	3 per room
Multi-purpose Room	at least 70 sf	1 per room, not more than 2 per dwelling unit

All one-family dwellings (single family homes, each side of a duplex or townhome dwelling units) must adhere to the **Rental Housing Program Guidelines** if operating as a lodging or boarding house.

Bathroom Ventilation – Every bathroom shall have a means of ventilation by either an operable window or mechanical exhaust system. If a mechanical exhaust system is provided, the venting shall be to the outdoors (venting should not be terminated in the attic or other interior space).

Electrical Equipment – Every dwelling unit shall be served by a three wire, 120/240 volt, single phase electrical service having a rating of not less than 60 amperes.

All 15 and 20 amp receptacle outlets in the following locations shall be GFCI (Ground Fault Circuit Interrupter) protected:

- All bathroom receptacles
- All kitchen countertop receptacles
- All exterior receptacles
- All receptacles within 6’ of a sink in laundry rooms, utility rooms, and/or other similar areas
- All receptacles within garages/accessory buildings

Smoke Alarms – A smoke alarm shall be required to be installed in all bedrooms and outside of each bedroom (within 10-feet of the bedroom doorway). A 10-year sealed in place battery type is required.

Carbon Monoxide Alarms & Detection – If the dwelling unit contains a fuel fired appliance or has an attached garage, a carbon monoxide detector shall be installed immediately outside (within 10’) of the bedroom(s) door. If a fuel fire appliance is installed within the bedroom or an attached bathroom, a carbon monoxide detector shall be placed within the bedroom.

All solely battery-operated carbon monoxide alarms shall be 10-year sealed in place battery type.



Off-Street Parking – The City Code requires that two (2) off-street parking stalls are provided for every dwelling unit. Many of the existing apartment complexes were constructed prior to this requirement and provided that there is no parking related impact on adjacent properties may continue to operate without the minimum required parking stalls. If there is an impact on adjacent properties, the City may require additional parking to be constructed.

Pest Management – It shall be the property owner’s responsibility to ensure that appropriate steps are taken to minimize the existence of pests. Specifically, the structure should be made secure to prevent the intrusion of pest from entering the dwelling unit. Additionally, the property owner should have a pest management plan in place to address intrusions prior to infestations occurring.

Swimming Pools – It shall be the property owner’s responsibility to ensure that barrier requirements (fence/cover) for swimming pools/hot tubs are installed and maintained. Contact the Community Development Department at (515) 223-6221 if you have a swimming pool or hot tub and need more information.

Tenants shall be responsible for keeping their unit clean and free of environmental conditions that would facilitate the infestation of pests.



City of Clive

RENTAL OWNER CHECKLIST

As you review this checklist, applicable code sections to the International Property Maintenance Code (IPMC) (2024 edition) are provided for your reference. A copy of the IPMC 2024 and the Rental Inspection Guide are available on the City of Clive website (www.cityofclive.com). Please do not sign the attached Owner Acknowledgement unless you have a clear understanding of the requirements and that each of your rental units complies with said requirements.

Please feel free to contact the Community Development Department at (515) 223-6221 if you have any questions or need additional information.

Living Room	Code Section
Is living room a minimum of 120 sf and not less than 7 feet in any plan dimension?	404.2/404.3/ 404.4
Is the ceiling height at least 7 feet?	404.3
Is at least one operable window with screen provided?	304.14/402.1/ 403.1
Is adequate natural or artificial light provided?	401.3/402.1
Is adequate natural ventilation or mechanical ventilation provided?	401.3/403.1
Is the fireplace maintained in safe condition?	603
Does the room have at least two receptacle outlets?	605.2

Kitchen	
Is there at least 3 feet between counterfronts and appliances and counterfronts and walls?	404.2
Is adequate natural or artificial light provided?	401.3/402.1
Is adequate natural ventilation or mechanical ventilation provided?	401.3/403.1
Is space available for equipment/storage/ preparation/ disposal of food?	404.7
Is a sink provided and is it maintained in a sanitary, safe working condition?	502.1
Are all plumbing fixtures properly installed, functioning and without leaks?	504.1
Are all the countertop receptacles GFCI (Ground Fault Circuit Interrupter) protected? ***	605.2.1**
Is the ceiling height at least 7 feet?	404.3
Is at least one lighting fixture provided?	605.3

Balcony	Code Section
Do all elevated balconies, more than 30" above the floor or grade below, have secure guard rails installed not less than the code requirement at the time of install? Min. 30"	307**
Is the framing and decking structurally sound and in good condition?	304.1/304.2
Are all sliding doors lockable?	304.15

Bathrooms	Code Section
Is at least one operable window with screen or mechanical exhaust to the outside provided?	304.14/403.2
Is the ceiling height at least 7 feet?	404.3
Are all plumbing fixtures properly installed, functioning and without leaks?	504.1
Does the room have at least one receptacle outlet that is GFCI (Ground Fault Circuit Interrupter) and are all outlets GFCI protected? ***	605.2.2**
Is at least one lighting fixture provided?	605.3

Bedrooms	Code Section
Is adequate natural or artificial light provided?	401.3/402.1
Is adequate natural ventilation or mechanical ventilation provided?	401.3/403.1
Is an emergency egress opening provided in all sleeping rooms (including those in basements)? (window clear openings must be at least 5.7 sf and have a sill height of not more than 44" above finished floor)***	702.4
Have the bedroom windows ever been replaced? ***	Date Replaced:
Is the sleeping room at least 70 sf and have at least 7 feet in any plan dimension?	404.2/404.4
Is the ceiling height at least 7 feet?	404.3
Does the sleeping room have access to a water closet and lavatory without having to go through another bedroom?	404.4.3
Does the room have at least two receptacle outlets?	605.2
Does the unit have working smoke alarms within each sleeping room and immediately outside of the sleeping room?	704.6/704.7
If there is an attached garage or fuel fired appliance installed, is a carbon monoxide detector installed immediately (within 10') outside the bedroom doors? ***	705

Hallways, Stairs, Interior areas, etc.	Code Section
Is the interior structurally sound and in good repair?	305.1/305.2
Are all interior surfaces in good repair, including paint, plaster, wood, etc.?	305.3
Are all stairs, ramps, landings, etc. structurally sound and in good repair?	305.4
Are all handrails and guards structurally sound and in good repair?	305.5
Do all stairs, having more than 4 risers, have a handrail installed on one side that measures not less than the required code at the time of install? Min. 30"	307**
Do all elevated surfaces, more than 30" above the floor or grade below, have secure guard rails installed not less than the code requirement at the time of install? Min. 30"	307**
Are all interior doors in good repair and operable?	305.6
Are all public hallways and stairs provided with at least one electric luminaire?	605.3

Mechanical/Laundry Room	Code Section
Is the water heating source adequate to provide 110-degree hot water?	505.4
Is the water heater located properly (not in any bathroom, toilet room, bedroom)?	505.4
Does the mechanical equipment maintain a minimum temperature of 68-degrees?	602.2
Is all mechanical equipment properly installed and maintained in safe working condition?	603
Is the mechanical room free of combustible trash/debris?	603.3
Is the furnace safety control switch (off switch for servicing) provided and operable?	603.4
Is all fuel burning equipment vented to the outside (furnace, water heater, etc.)?	603.2
Is at least one lighting fixture provided in the furnace room?	605.3
Is adequate combustion air provided for the fuel fired equipment? This includes laundry rooms with gas dryers.	603.5
Is a minimum single phase, three wire, (120/240) 60 amp service provided?	604.2
Is the electrical wiring service panel accessible and in good condition?	604.3
Is there a GFCI (Ground Fault Circuit Interrupter) for any receptacle with 6' of a sink? ***	605.2.3**
Is gas piping CSST (Covered Stainless Steel Tube – yellow flexible gas piping) properly bonded and grounded? ***	603.7**
Is the laundry room ceiling height at least 7 feet?	404.3
Is at least one lighting fixture provided in the laundry room?	605.3
Is the clothes dryer vented to the outside?	403.5

Basement	
Are all receptacles in basement GFCI (Ground Fault Circuit Interrupter) protected? ***	605.2.5**

Exterior Property Areas	Code Section
Is the site free from debris, garbage, etc.?	302.1
Is the site graded properly and maintained with adequate vegetation to prevent soil erosion?	302.2
Are all sidewalks in good repair (no more than 1-inch off-set trip hazard)?	302.3
Is the driveway surface in good repair?	302.3
Is the site free of all noxious weeds and excessive vegetation greater than 10-inches tall?	302.4
Are all fences structurally sound and in good repair?	302.7
Is the detached garage/shed structurally sound and in good repair?	302.7
Are all receptacles within garages/accessory buildings GFCI (Ground Fault Circuit Interrupter) protected? ***	605.2.4**
Is the swimming pool clean and in good repair?	303.1
Is the site free of all inoperable or unlicensed motor vehicles?	302.8
Is the site free of markings, carvings and graffiti?	302.9
Is the area free from pests?	309.1

Exterior Structure	Code Section
Are structural members sound and free from deterioration?	304.1.1 (1-3 & 5)/304.4
Are siding and masonry joints weather resistant and/or water tight?	304.1.1 (4)
Are walls anchored, plumb, free of holes, cracks/breaks and free from deterioration?	304.1.1 (7)/304.6
Is roof/flashings in good repair and free from defects and deterioration?	304.1.1 (8)/304.7
Is trim and other decorative features anchored to walls?	304.1.1 (10)/304.8
Are the decks, stairs, porches, handrails, guardrails, etc. in good repair?	304.1.1 (12)/304.10/ 304.12
Do all stairs, having more than 4 risers, have a handrail installed on one side that measures not less than the code requirement at the time of install? Min. 30"	307**
Do all elevated surfaces, more than 30" above the floor or grade below, have secure guard rails installed not less than the code requirement at the time of install? Min. 30"	307**
Are exterior surfaces on doors, windows, frames, etc. in good repair and painted or stained?	304.2
Are window/skylights weather resistant and water tight?	304.2/304.13/ 304.13.1
Is the address identification provided and visible from the street or road fronting the property? (font at least 4" high and .5" width)	304.3
Are roof drains, gutters and downspouts maintained in good repair and free from obstructions?	304.7
Are all windows easily operable?	304.13.2
Are doors and hardware in good condition?	304.15
Are all exterior receptacles GFCI (Ground Fault Circuit Interrupter) protected? ***	605.2.5**

Swimming Pools/Spas	Code Section
Is the swimming pool clean and in good repair?	303.1
Does the required barrier meet code? ***	303.2**

** Local Code Amendment

*** For more information on this item, please refer to Rental Inspection Guide

Occupancy loads shall comply with Clive City Code per the Dwelling Occupant Load table list below:

Dwelling Occupant Load Table

Room Type	Room Area	Maximum Occupant Load
Bedroom Room	at least 70 sf, but less than 120 sf	1 per room
Bedroom Room	120 sf to 180 sf	2 per room
Bedroom Room	180 sf or more	3 per room
Multi-purpose Room	at least 70 sf	1 per room, not more than 2 per dwelling unit

PLEASE RETAIN THIS FORM FOR YOUR FUTURE REFERENCE – DO NOT RETURN WITH YOUR ACKNOWLEDGEMENT AND INVOICE!!



Memo

TO: Mayor and Council members

FROM:

DATE: November 13, 2025

RE: University Boulevard Flood Mitigation- Project Scoping Plan Presentation

SYNOPSIS:

Over the last 12 months, staff have been working with the Confluence/Barr Engineering/Dewberry consulting team to advance technical understanding of flood conditions, develop conceptual/preliminary engineering of project alternatives and evaluate funding strategies to achieve a future University Boulevard Flood Mitigation neighborhood area consistent with the City's desired outcome: the next great Clive neighborhood that is connected to the Greenbelt.

At this point, the consultant team and staff have nearly completed the originally identified scope of services and are ready to share the draft conclusions in advance of publishing the final project report. During the presentation the consultant team and staff will present our findings on the following components:

Risk Analysis Refinement- leveraging previous work, the flood models have been updated with best available information with the goal of continuing to refine flood risks within the University Boulevard area as well as Windsor Heights. There were no substantial changes observed from the updated models, however, the updated flood information was useful in better understanding the flood inundation levels, particularly along the boundaries of the floodplain.

Floodplain Function Opportunities- with the assumption that the flood buyout program has been successfully completed, a number of flood mitigation alternatives to reconnect the floodplain were evaluated. The upstream (Indian Hills neighborhood) and downstream (Windsor Heights) impacts of those alternatives were analyzed to better understand the beneficiaries of the potential flood mitigation efforts.

Future Land Use- based on the understanding of the floodplain reconnection alternatives, a number of future land use concepts were evaluated to determine if there were opportunities to create new tax base through neighborhood redevelopment. The scope of this effort was not anticipated to fully answer this question but rather establish a range of viable opportunities which has been accomplished with three preliminary concepts.

Incremental Neighborhood Redevelopment- as has been the case since we began the University Boulevard flood mitigation planning efforts in 2018, this project has reaffirmed that success will not be achieved through one large master effort. Rather, success will be achieved through multiple efforts towards a unified future vision. Patience, persistence and preparation will continue to be the key to seeing this area evolve over many years.

Based on the feedback provided, the consultant team and staff will refine the draft conclusions and finalize the final report for consideration at your December meeting. In addition to the final report, staff will define the overall implementation strategies and outline a series of incremental next steps.

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

Attachments:

1. 2025-11-13_City Council Presentation to Doug

University Boulevard Flood Mitigation: Project Scoping Plan

Clive, Iowa

11.13.2025

Clive City Council
Final Reporting



Dewberry



SNYDER
& ASSOCIATES

Dr. Thomas Rosburg, Drake University



CONFLUENCE

Agenda

- Quick Review
- Risk Identification Refinement
- Detailed Floodplain Studies
- Future Land Use
- Incremental Development

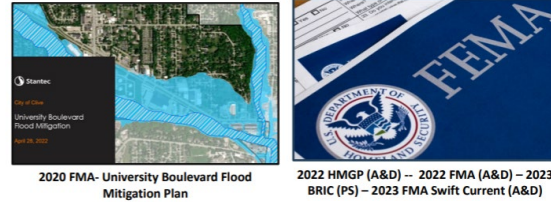


THE GRAND VISION...

WATER
IMPROVED
QUALITY
WATER RESOURCE AMENITIES
CATALYZE REINVESTMENT
TRAIL CONNECTIONS TO WINDSOR HEIGHTS
PUBLIC-PRIVATE HIGH-QUALITY **FLOODABLE**
PARTNERSHIP OPEN SPACE
VIBRANT
PUBLIC DESTINATION
LONG-TERM
RETURN ON INVESTMENT
CONNECT NEIGHBORHOOD TO
GREENBELT
ELIMINATE FUTURE
FLOOD RISK

GETTING HERE TODAY...

- Site selected based on watershed flood risk analysis
- Initiate acquisition program

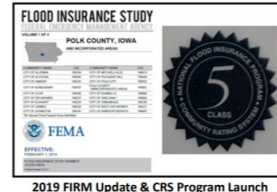
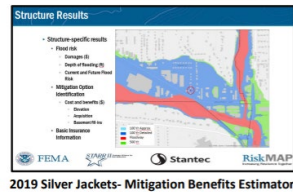
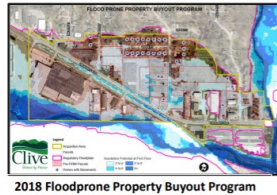


- Detailed engineering to identify specific benefits, outcomes
- Re-Use Opportunities Identified
- Expanded Funding Plans

2017-2019

2020-2022

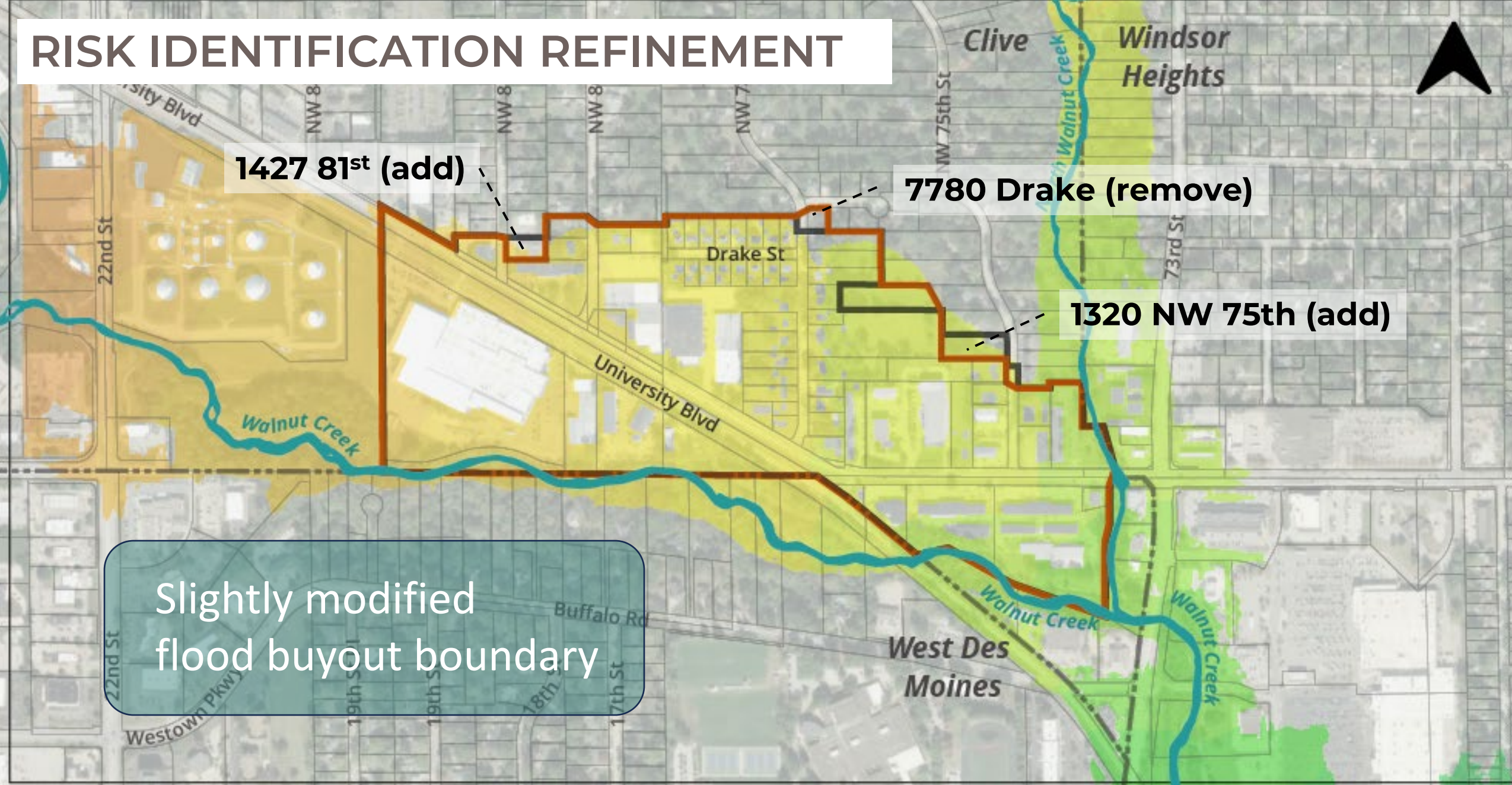
2023-2025



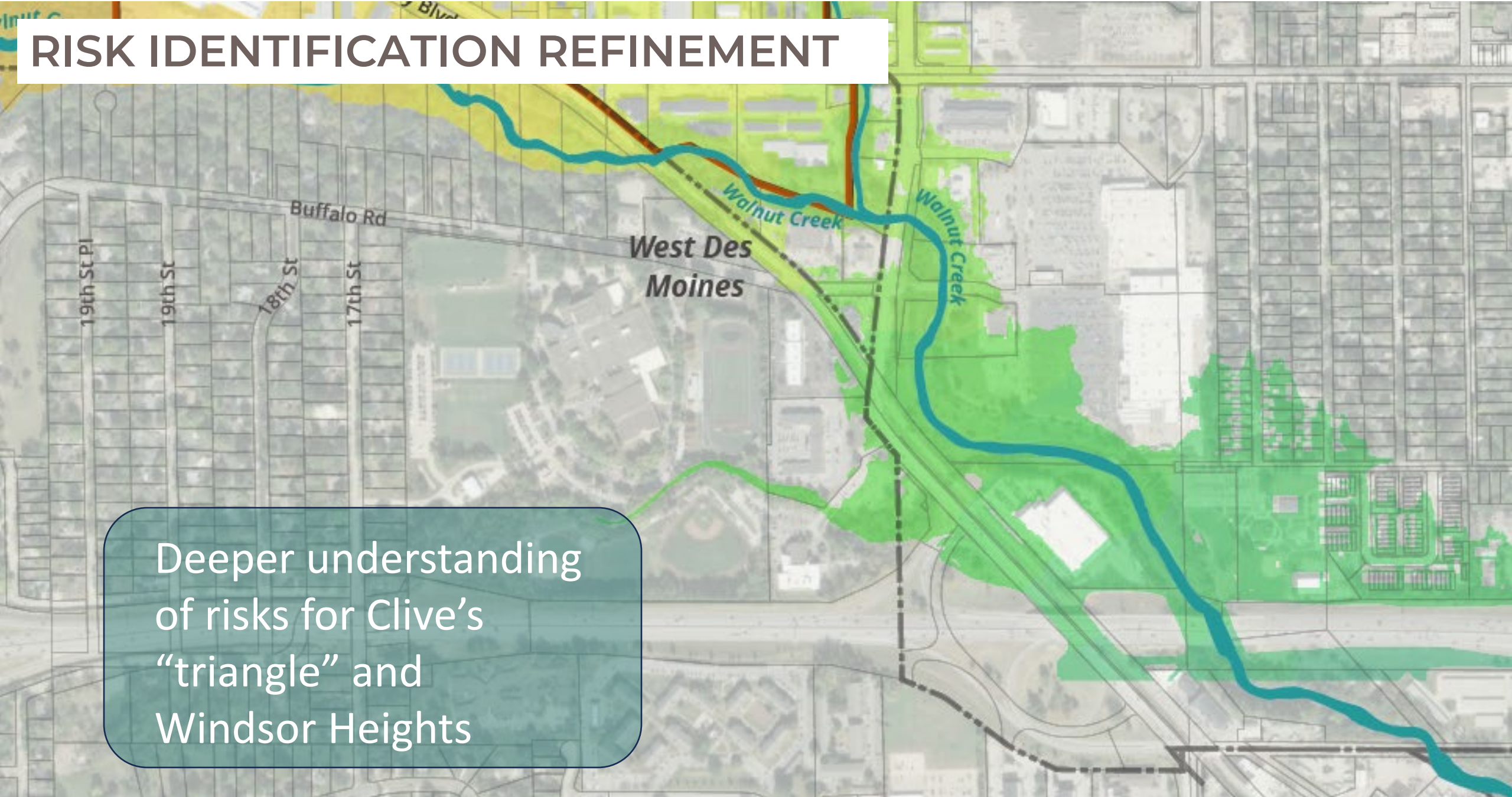
- Focus on Project Area
- Solidified buyout approach
- FEMA funds to expand acquisition

- Higher resolution flood modeling
- Engineering design on mitigation strategies
- Re-Use Opportunities Identified
- Expanded Funding Plans beyond Federal

RISK IDENTIFICATION REFINEMENT

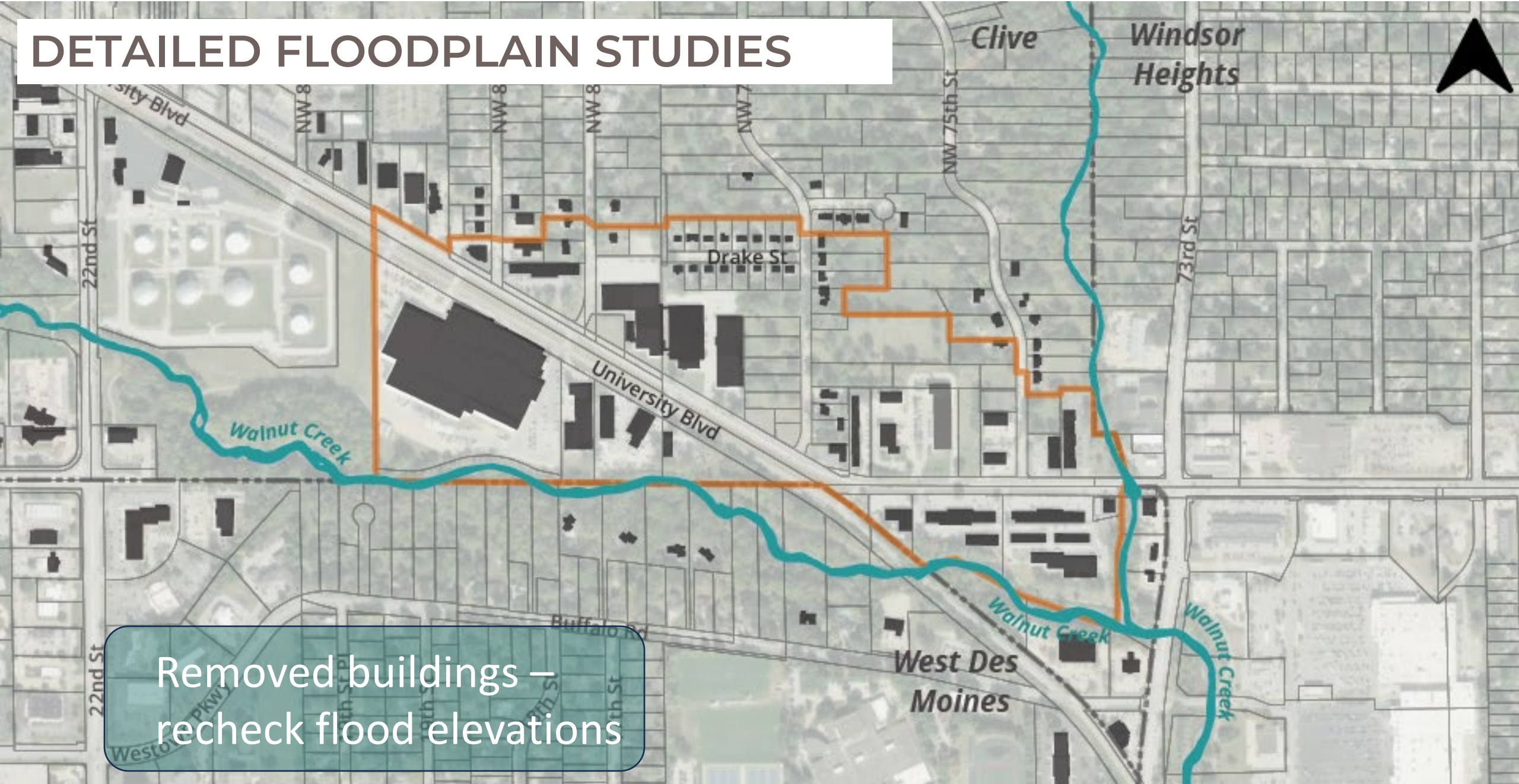


RISK IDENTIFICATION REFINEMENT



Deeper understanding
of risks for Clive's
"triangle" and
Windsor Heights

DETAILED FLOODPLAIN STUDIES



Removed buildings –
recheck flood elevations

DETAILED FLOODPLAIN STUDIES

Excavated 100,00 CY soil

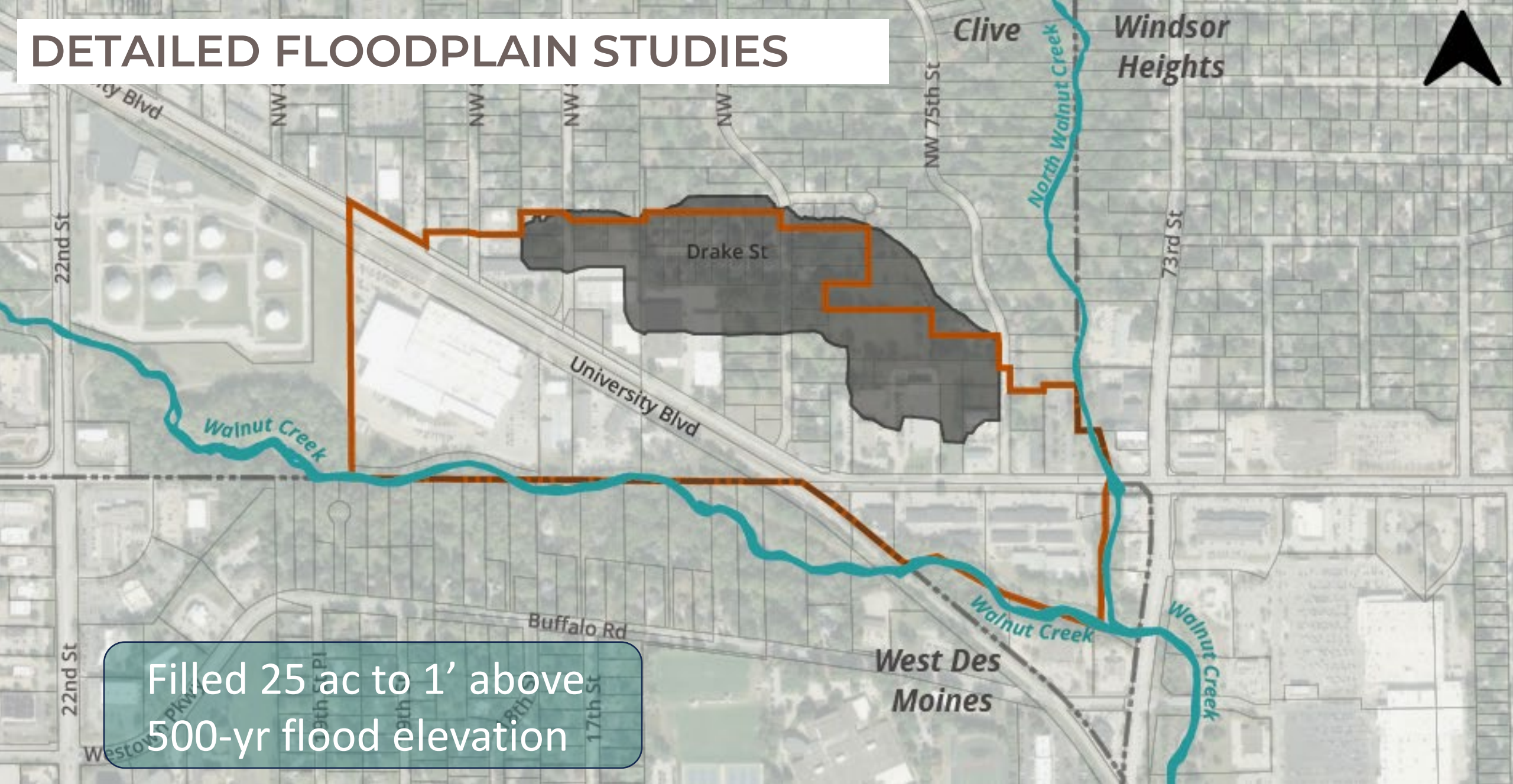
CONFLUENCE

DETAILED FLOODPLAIN STUDIES

Excavated 100,00 CY soil

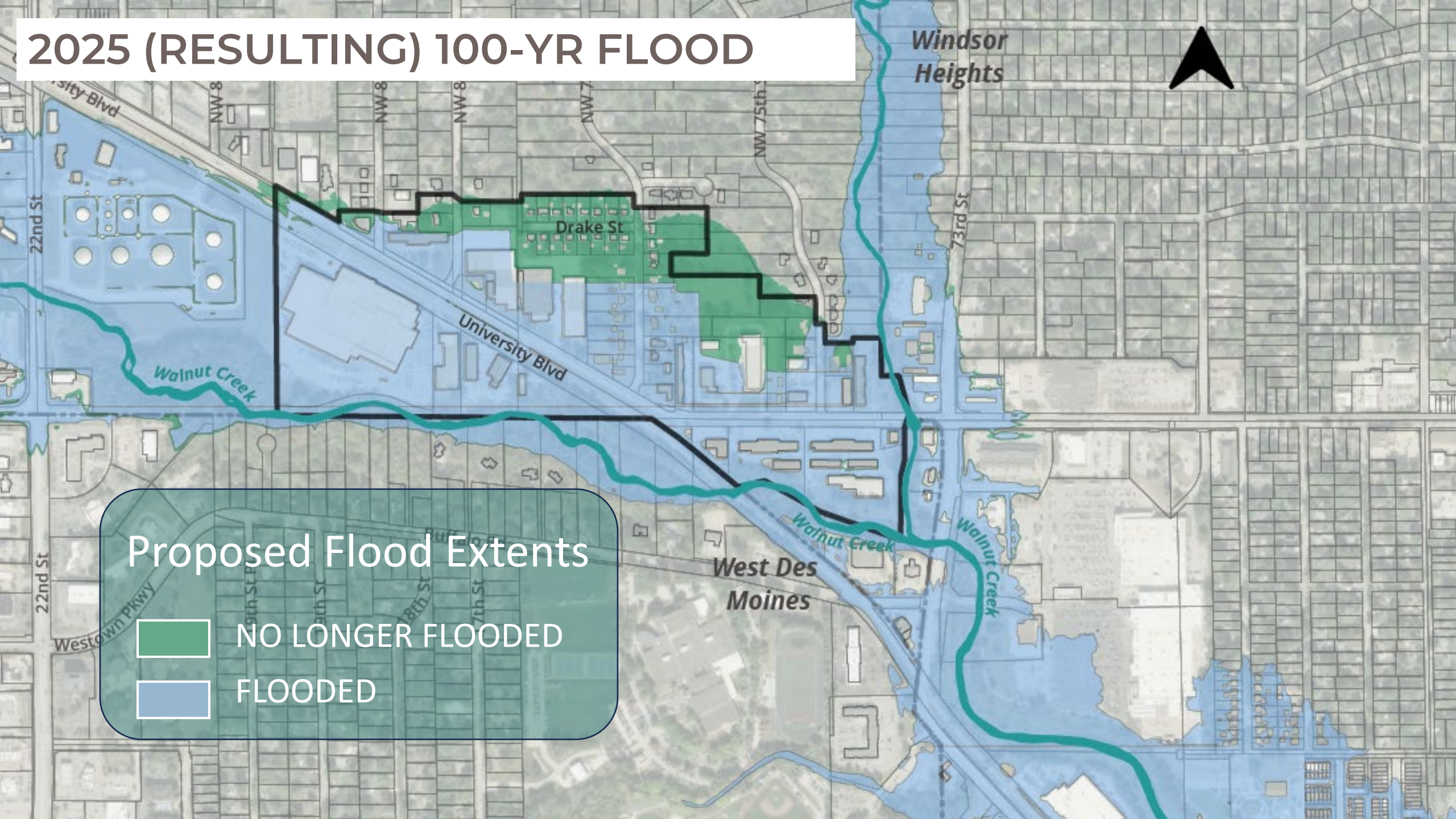
CONFLUENCE

DETAILED FLOODPLAIN STUDIES



Filled 25 ac to 1' above
500-yr flood elevation

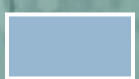
2025 (RESULTING) 100-YR FLOOD



Proposed Flood Extents

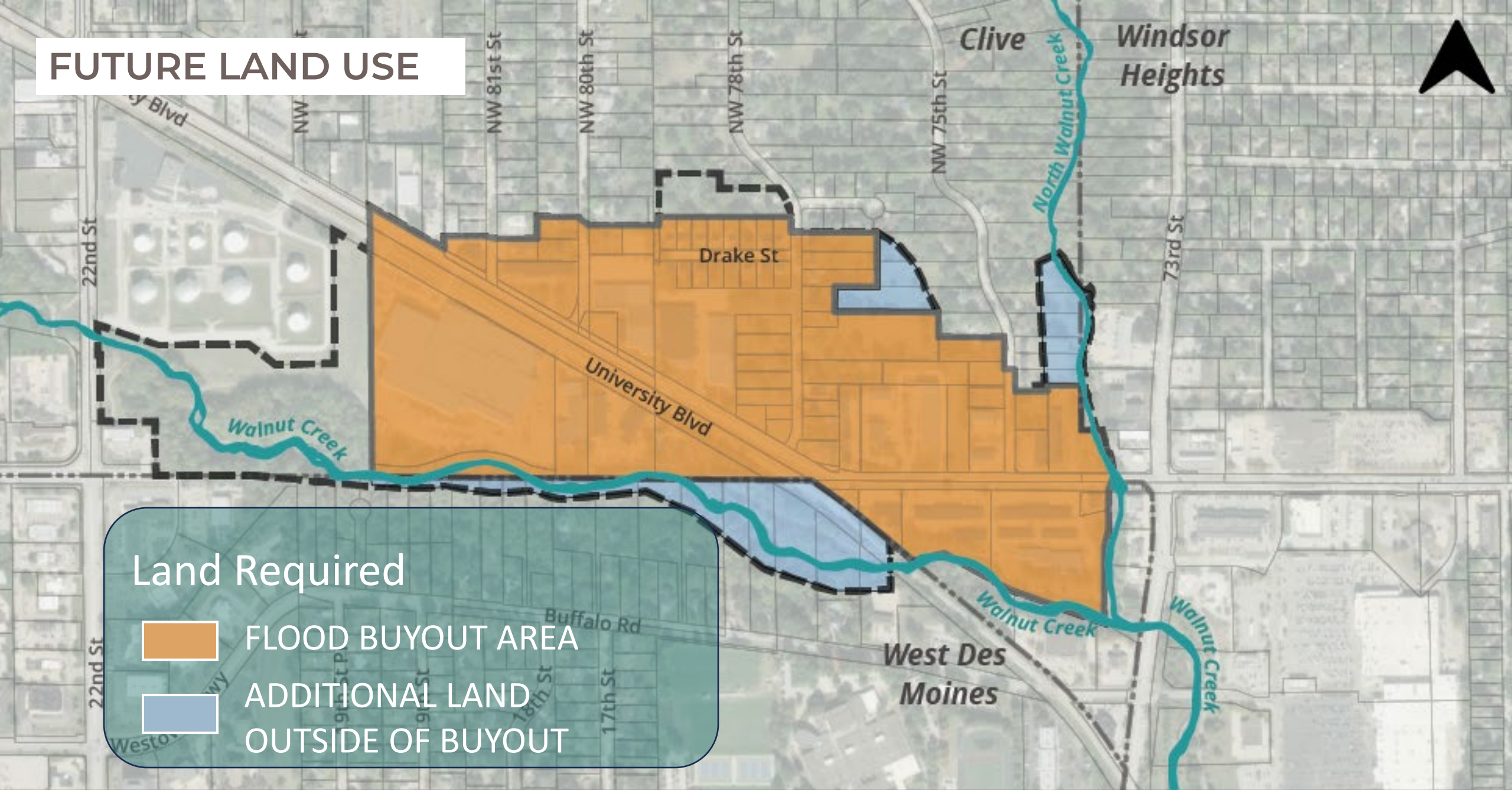


NO LONGER FLOODED



FLOODED

FUTURE LAND USE



CONCEPT 1



LEGEND

- A Existing Walnut Creek Stream
- B Existing Greenbelt Alignment
- C George Lundberg Park
- D Trail Connection to Linn Park Neighborhood
- E Proposed Greenbelt Alignment
- F Re-Meandered Walnut Creek Channel
- G Open Play Fields And Multi-Sport Courts
- H Feature Playground
- I All Ages Playground
- J Boardwalk
- K Linear Skate Trail & Pump Track
- L Stormwater Wetland (Typ.)

- M Open Water Stormwater Treatment
 - N Stormwater Daylight Structure
 - O Park Branding Sculpture
 - P Amphitheater
 - Q Existing University Blvd Trail Cross
 - R Alternate Booster Station Site
 - S Low Priority Flood Buyout
- Housing & Landuse Types**
- Single Family Housing
 - Multi Family Housing
 - Townhouses
 - Mixed Use

CONCEPT 2



LEGEND

- A Existing Walnut Creek Stream
 - B Existing Greenbelt Alignment
 - C George Lundberg Park
 - D Trail Connection to Linn Park Neighborhood
 - E Proposed Greenbelt Alignment
 - F Re-Meandered Walnut Creek Channel
 - G Open Play Fields And Multi-Sport Courts
 - H Feature Playground
 - I All Ages Playground
 - J Boardwalk
 - K Linear Skate Trail & Pump Track
 - L Stormwater Wetland (Typ.)
 - M Open Water Stormwater Treatment
 - N Stormwater Daylight Structure
 - O Park Branding Sculpture
 - P Amphitheater
 - Q Existing University Blvd Trail Cross
 - R Alternate Booster Station Site
 - S Low Priority Flood Buyout
- Housing & Landuse Types**
- Single Family Housing
 - Multi Family Housing
 - Townhouses
 - Mixed Use

CONCEPT 3

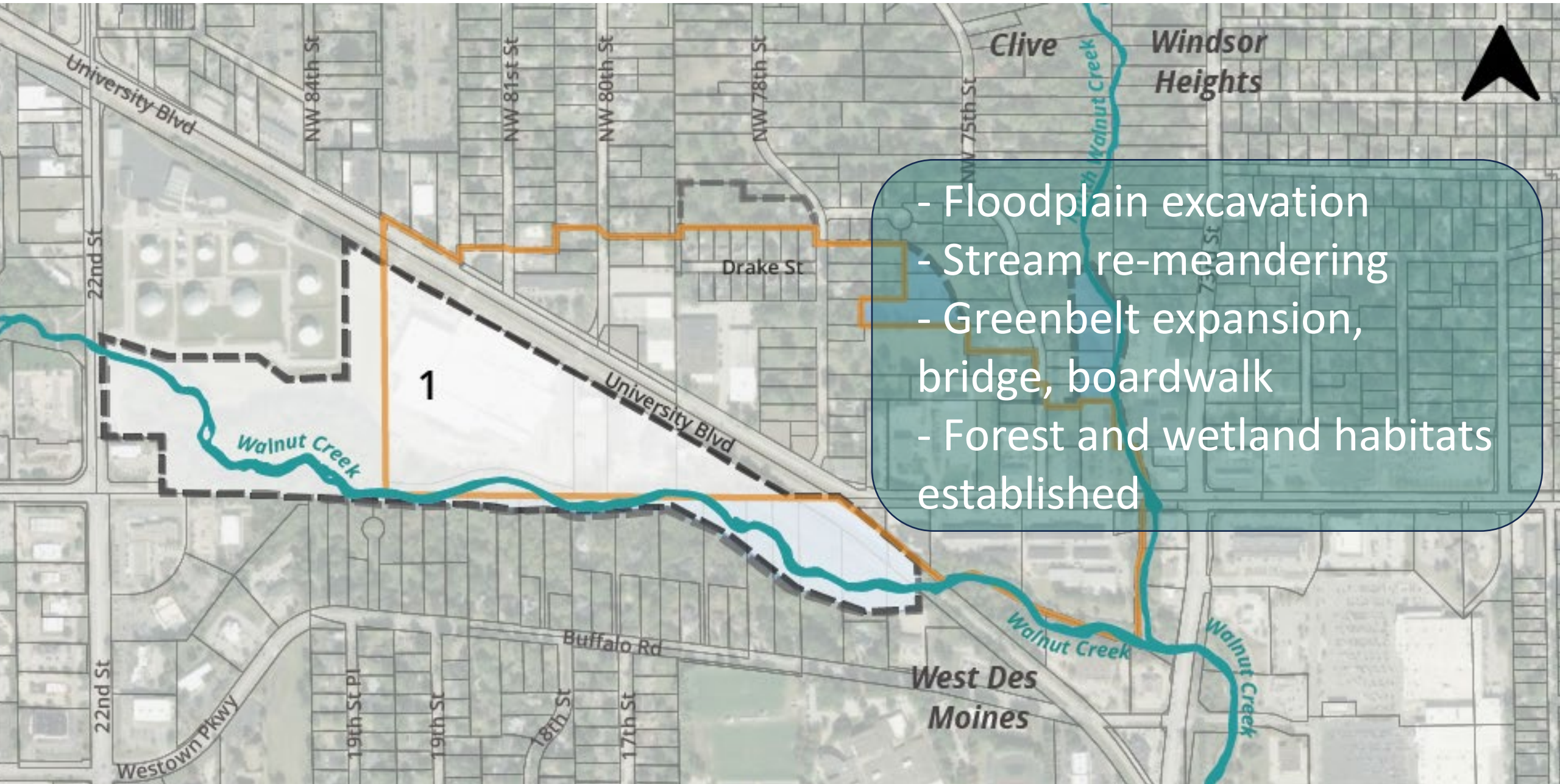


LEGEND

- A Existing Walnut Creek Stream
- B Existing Greenbelt Alignment
- C George Lundberg Park
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- L Stormwater Wetland (Typ.)

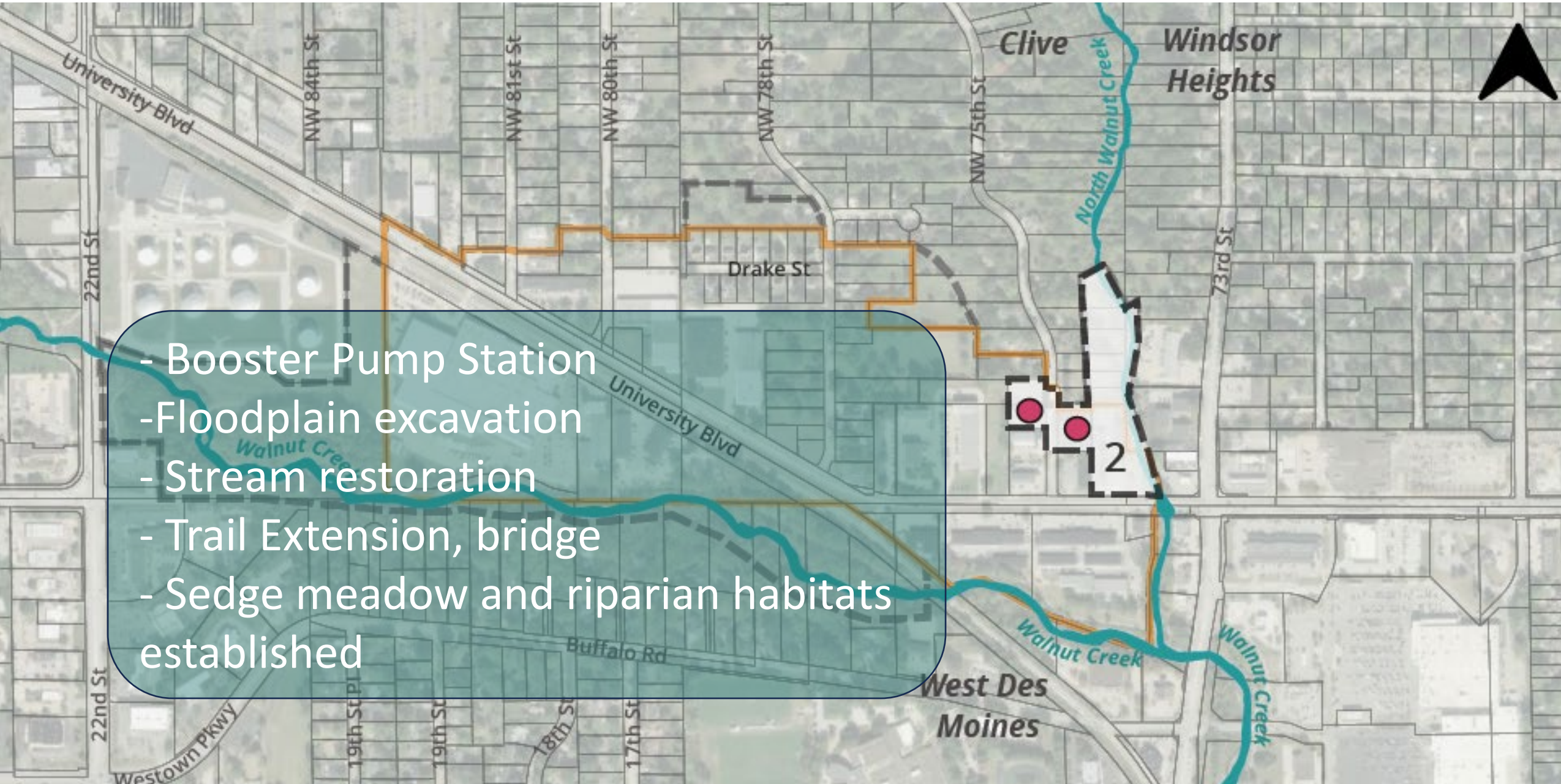
- M Open Water Stormwater Treatment
 - N Stormwater Daylight Structure
 - O Park Branding Sculpture
 - P Amphitheater
 - Q Existing University Blvd Trail Crosswalk
 - R Alternate Booster Station Site
 - S Low Priority Flood Buyout
- Housing & Landuse Types**
- Single Family Housing
 - Multi Family Housing
 - Townhouses
 - Mixed Use

INCREMENTAL NEIGHBORHOOD DEVELOPMENT

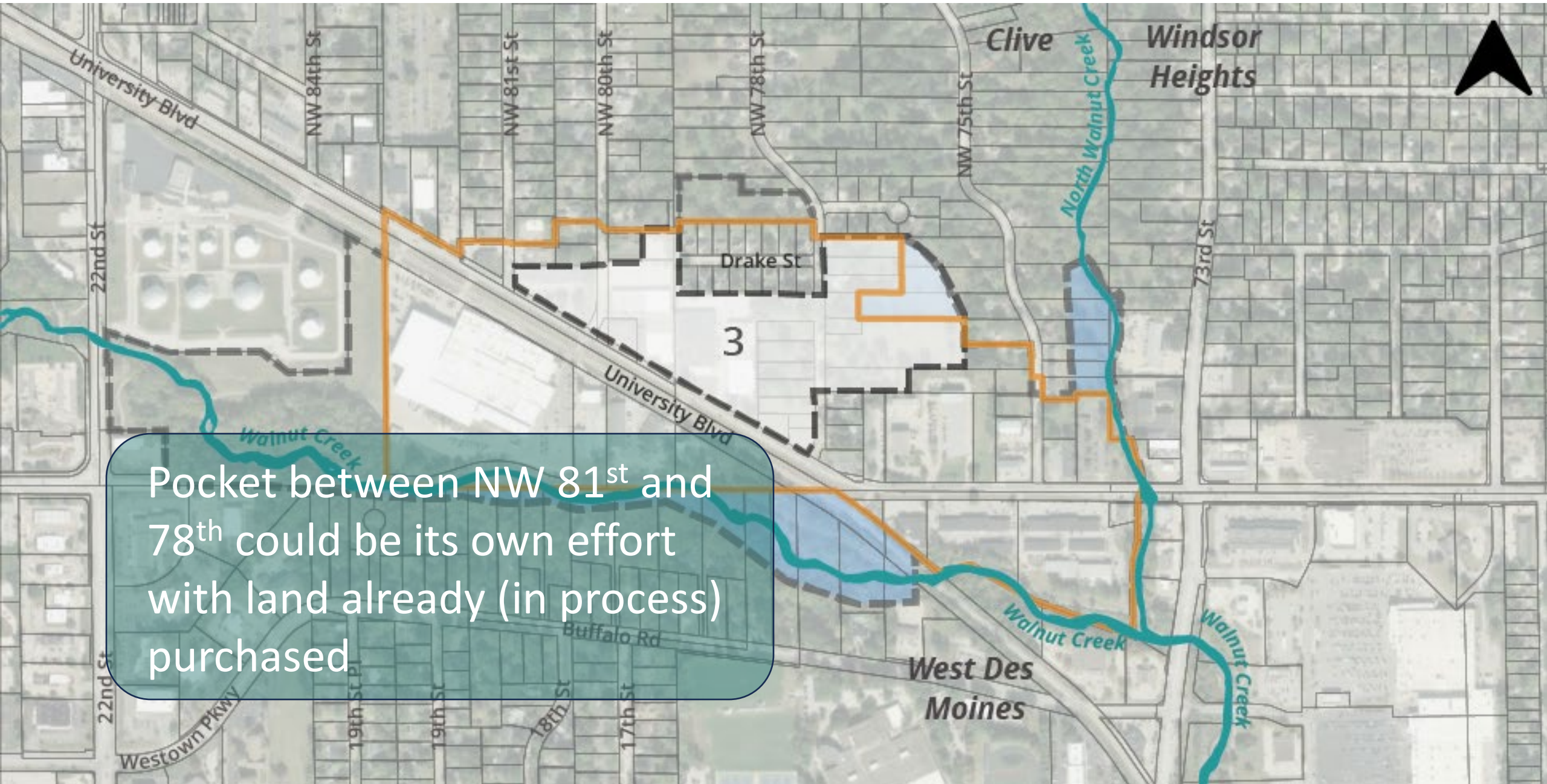


- Floodplain excavation
- Stream re-meandering
- Greenbelt expansion, bridge, boardwalk
- Forest and wetland habitats established

INCREMENTAL NEIGHBORHOOD DEVELOPMENT



INCREMENTAL NEIGHBORHOOD DEVELOPMENT



Pocket between NW 81st and 78th could be its own effort with land already (in process) purchased

THANK YOU

University Boulevard Flood Mitigation: Project Scoping Plan

Clive, Iowa

11.13.2025

Clive City Council Final Reporting



Dewberry

Dr. Thomas Rosburg, Drake University



SNYDER
& ASSOCIATES



CONFLUENCE



Memo

TO: Mayor and Council members

FROM: Pete De Kock, Assistant City Manager

DATE: November 13, 2025

RE: Draft 2026 State Legislative Priorities

SYNOPSIS:

The City prepares legislative priorities in advance of each Iowa State Legislature session. These draft legislative priorities are similar to the City's 2025 priorities. Property taxes and promoting economic growth are the primary areas of focus, along with multiple water issues. Following the Council's discussion, staff will make any needed edits and prepare the document to share with legislators and partner organizations.

Attachments:

1. 2026 Clive Legislative Priorities

Memo

TO: Mayor Edwards and Clive City Council
FROM: Assistant City Manager Pete De Kock
DATE:
RE: City of Clive 2026 State Legislative Priorities



City of Clive 2026 State Legislative Priorities

- 1) **Build a competitive tax environment that delivers value for taxes paid and promotes growth.** This environment should enable investments in public infrastructure and sustainable services and create workforce-attracting amenities. Property taxes, in particular, should be predictable for taxpayers and cities.
- 2) **Ensure the taxable valuation of newly developed or redeveloped property is sufficient to pay for the expanded public services and infrastructure serving the development, thereby eliminating a barrier to sustainable economic growth.**
- 3) **Protect local government tools to incentivize economic development, specifically tax increment financing (TIF) and Local Option Sales and Services Taxes (LOSST).**
- 4) Preserve the ability of cities to maintain strong bond ratings to minimize borrowing costs.
- 5) Promote strategies to increase taxpayers' and other stakeholders' understanding of how public investments create value and economic vitality in Iowa. Specifically, the Truth in Taxation mailing should be improved so taxpayers understand what portion of their property taxes is going to various taxing entities and how those entities invest tax dollars.
- 6) **Develop revenue-generating flexibility and cost-saving measures for Iowa local governments to decrease dependence on property taxes.** This includes targeted and sufficient funding for state agencies and programs that cities use to build high-quality infrastructure and improve service delivery. It also means improving state programs and policies that can delay infrastructure projects and add costs to service delivery. For example, the state should consider supporting tuition payments for individuals attending the law enforcement academy.
- 7) Advocate for fair pension contributions for all public employees and employers. The IPERS formula of employer/employee contribution percentages is fair. The Municipal Fire and Police Pension System of Iowa (MFPSI) should use a similar formula.
- 8) **Advocate for cities' authority to make decisions at the local level that affect community conditions, such as fireworks control, zoning, utility rates, and building codes.**

- 9) Amend state rules so that if a municipal snowplow operator hits a vehicle or other property during spreading and plowing activities, that traffic incident is not reported on the operator's driving record.
- 10) Promote common-sense regulations for the safe use of electronic mobility devices such as e-scooters and e-bikes.
- 11) Develop a comprehensive state water resources excellence plan and provide additional resources to rural and urban stakeholders to increase flood resilience and achieve meaningful water quality and quantity results.
 - a. Support sustainable Iowa Water Land & Legacy (IWLL) funding without taking Local Option Sales and Services Tax (LOSST) control away from cities where voters have approved the tax for specific purposes.
 - b. Support increased funding for the Iowa REAP and Water Quality Initiative Urban Conservation Projects grant program.
 - c. Support annual Iowa Department of Natural Resources (DNR) funding for updates to the Iowa Stormwater Management Manual.
 - d. Enact strategies for preventing and mitigating perfluoroalkyl and polyfluoroalkyl substances (PFAS), harmful algal blooms (HABs), and other pollutants that threaten drinking water supplies, aquatic habitats, and recreation opportunities.
 - e. Direct the Iowa Department of Transportation to become a Municipal Separate Storm Sewer System (MS4) permitted entity.
 - f. Support state funding for the Iowa Flood Center.
 - g. Direct the Iowa DNR to create an efficient state permitting process for stream restoration projects that complements the U.S. Army Corps of Engineers process.
 - h. Support the creation of the Statewide Hydrologic Network, which will enhance flood monitoring and prediction.
 - i. Support state funding for watershed coordinator salaries.



Memo

TO: Mayor and Council members

FROM: Richard Brown, Leisure Services Director

DATE: November 13, 2025

RE: City Owned Pond Policy Review and Discussion

SYNOPSIS:

Staff will present a draft City Owned Pond Policy followed by discussion about the proposed policy. Following the discussion, staff will make revisions to the policy and bring it back for approval at a future City Council meeting.

Attachments:

1. Pond Management Policy - 11-25
2. Pond Management Policy Discussion

City of Clive Pond Management Policy

Draft – November 2025

Background –

The City of Clive owns six stormwater management ponds and is partial owner of a 7th pond. The primary purpose of these ponds is for stormwater management with recreation and public access also available to varying degrees at each pond. Most of the city owned ponds are in the northwest corner of the city in a district known as “The Wilds,” with the public spaces within this district emphasizing the heavy use of native landscaping ecological restoration.

City Owned Ponds –

- Shadow Creek Pond – Located at Westgate Pkwy and Berkshire Pkwy
- Shuler Pond – Located at the SW corner of Berkshire Pkwy and Douglas
- Tanglewood Pond – Located behind residential properties near NW 181st Stret and Tanglewood
- Valleyview Pond – Located behind residential properties near NW 177th St and Valley View Dr
- Cirksena Pond – Located at the east end of Cirksena Park
- Creekside Pond – Located behind residential properties near NW 181st St and Valley View Dr
- Greenbelt Landing Pond – Located NE of the Clive Aquatic Center. This pond is partially owned by the adjacent property.

Management Considerations and Guidelines –

The primary role of these ponds is for stormwater management and that will generally guide how the city manages the water within the pond the landscape surrounding the pond.

- Water Management – The goal is to use as little chemical inputs possible to ensure that the water surface is not covered with algae and other aquatic based plants. In ponds where that is not possible the city has worked with the DNR to develop a spraying plan that keeps the water mostly vegetation free without being a detriment to fish within the pond.

To date most of the city owned ponds need very little intervention, Shadow Creek pond and Cirksena Park ponds have needed the most help through the management of water vegetation with chemicals to control algae and other aquatic vegetation along the shoreline of the ponds.

- Surrounding Landscape Management – The goal is for the surrounding landscape to be composed of established native vegetation along the shoreline of the ponds and most of adjacent areas away from the pond unless articulated as part of a park plan like Greenbelt Landing and Cirksena Parks.

Some of the newer ponds like Creekside, Tanglewood, Valley View and Cirksena Ponds have forebays constructed where each stormwater pipe exits into the pond. These forebays help to collect most trash and sediment from reaching the ponds and help to keep the ponds from silting in longer term and need to be cleaned out periodically to ensure they function as designed.

In most cases a majority of the City owned land surrounding each of the city owned ponds have native vegetation. The one outlier is the Greenbelt Landing pond. A portion of that pond has mowed turf currently but that will be transitioned as part of the Greenbelt Landing project.

Public Recreation and Access –

Public access and recreation are important considerations in determining the best management strategies for each pond and should be handled on a case-by-case basis. All seven of the ponds have been stocked for fishing by the Iowa Department of Natural Resources (DNR) but the ease of access for fishing at each one varies.

The Shuler, Cirkseena, Shadow Creek and Greenbelt Landing ponds have the best public access either being in a public park or near a city street. The Tanglewood Valley View and Creekside ponds are currently not as easily accessed by the public despite being located behind residential properties. In coming years these three ponds will have their public access greatly improved by the construction of a new paved trail through the Little Walnut Creek Greenbelt. All three ponds will have easy access from the paved trail and will create better opportunities fishing in these ponds.

Upcoming improvements to the Greenbelt Landing Pond will include multiple fishing access points, a fully accessible fishing pier and an accessible trail around the entire pond.

Pond Maps

Map 1 – Creekside, Tanglewood, Valley View, Shadow Creek and Cirksema Pond



Map 2 – Shuler Pond



Map 3 – Greenbelt Landing Pond



Recommendations

It is recommended that each of the seven ponds have a in water and out of water management plan developed like what was done in conjunction with the neighbors surrounding the Shadow Creek Pond. Additionally, yearly communications with surrounding properties will be important to the long-term success and support from the surrounding property owners.

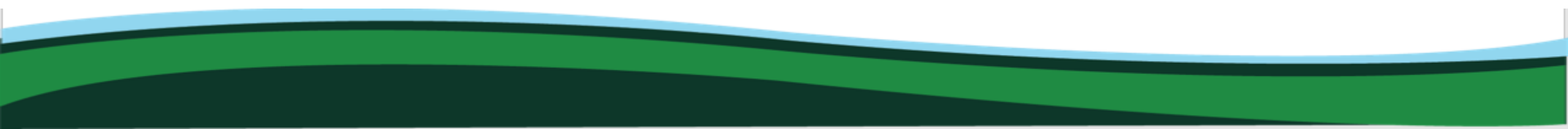
Appendix –

In some cases, more specific management plans have been developed for some ponds. If such plans have been developed, they will be referenced here.

- Shadow Creek Pond Management Plan – July 2023
- IDNR Pond Spraying Plan – July 2024

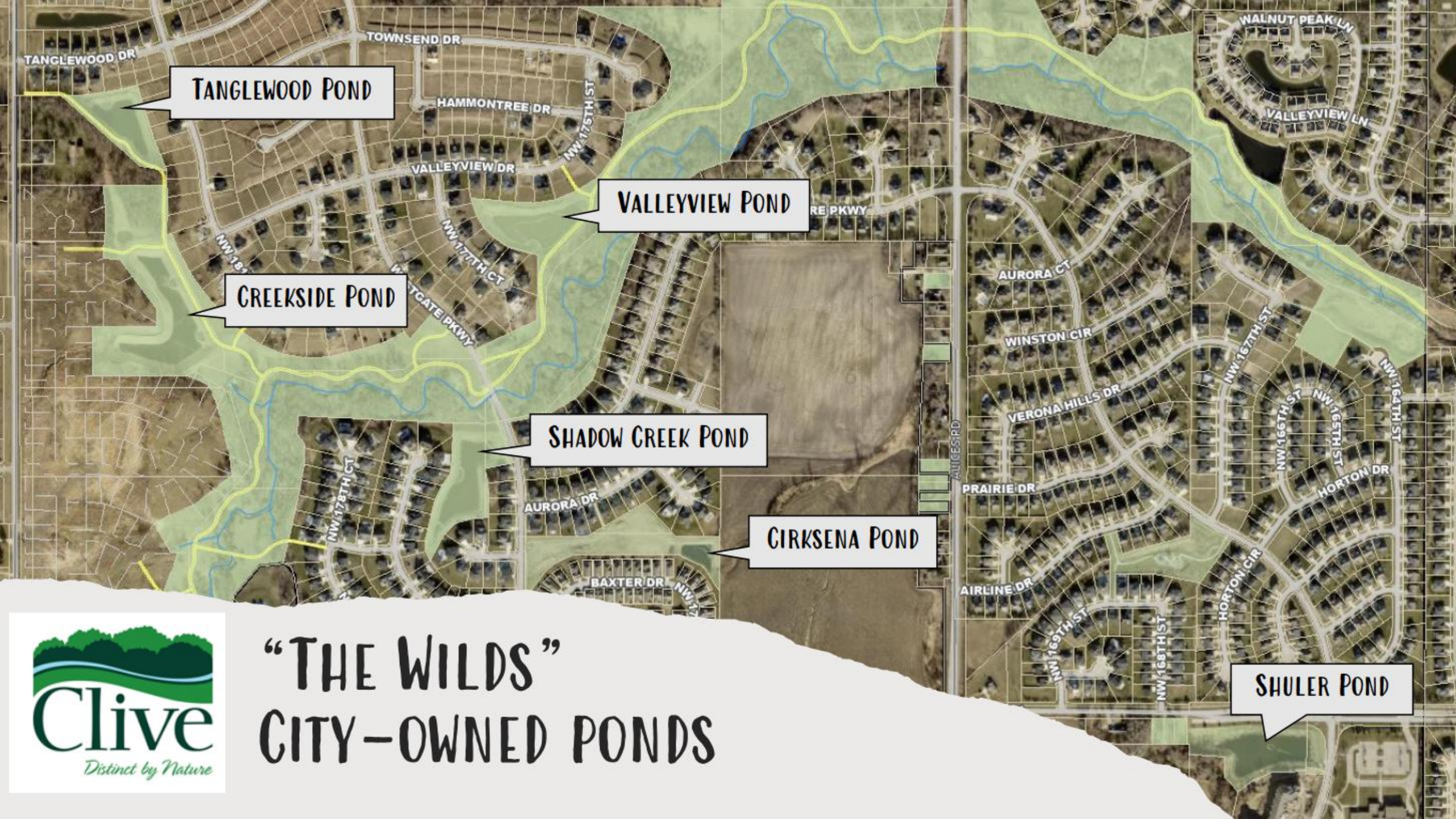
Pond Management Policy Discussion

November 13, 2025



City Owned Ponds

- The city owns six ponds for storm water management purposes
- Partial ownership of a 7th pond with Walnut Ridge (Greenbelt Landing)
- A majority of them are in the “Wilds” Greenbelt District
- Most have single family homes or other residential backing up to them



TANGLEWOOD POND

VALLEYVIEW POND

CREEKSIDE POND

SHADOW CREEK POND

CIRKSENA POND

SHULER POND



“THE WILDS” CITY-OWNED PONDS

Greenbelt Landing Pond



Proposed Pond Management Guidelines

- In Water Vegetation
 - Maintain the surface of the water to be mostly algae free
 - Limited in water vegetation along the shoreline
- Out of Water Vegetation
 - Establish and maintain native vegetation surrounding the pond
- Public Access and Recreation
 - Provide public access around ponds through trails (paved and/or mulch)
 - Provide access to the edge of the pond for fishing at multiple locations

What we have learned to date

- Communication and partnership with property owners is important
- Residents want to have the water surface of mostly vegetation free
- Iowa DNR has been a great partner
- People want both physical and visual access to the edge of the ponds for fishing and safety
- Publicly owned ponds are important assets to the community
- Access and recreation is important to adjacent property owners and residents

Next Steps

- Revise draft policy based on feedback from Council
- Council approval of pond management policy
- Communications with residents about management guidelines and expectations
 - Needs to be a regular check in with property owners
 - Owners and resident needs change over time
- Development of individual management plans for each pond



Memo

TO: Mayor and Council members

FROM: Matt McQuillen, City Manager

DATE: November 13, 2025

RE: Regional Entities - City Council Direction on Key Decisions

SYNOPSIS:

Over the next couple of months, Clive elected officials serving on the boards or commissions of major regional entities will have key decisions to make shaping the direction of those organizations (DART, WRA and PCEMA). Prior to those decisions, a discussion item has been added to the November 13 agenda to review those pending decisions to provide space for the City Council to provide direction to those Clive representatives prior to critical votes in November and December. Included in the agenda packet is a memo summarizing the key decisions for each of the three entities, along with a number of supportive materials for your review and reference.

Attachments:

1. Regional Entities Disc Memo - 11-13-25
2. Reimagine DART Draft Network and Survey Results
3. DART - Clive - Survey Results
4. DART Funding Formula Options
5. WRA BOARD Presentation on Proposed Agree - October
6. Draft WRA Op Contract and New 28E
7. PCEMA Funding Proposal One-Pager



MEMO

To: Mayor Edwards and Clive City Council

From: City Manager Matt McQuillen

Date: November 10, 2025

Re: Upcoming Regional Entities Key Decisions/Direction

During the November 13 City Council meeting a discussion item is included to review the below three regional entities and Clive's role and direction in key decisions facing these entities before the end of the calendar year. This memo outlines those key decisions for each entity and references supportive material also included in the November 13 agenda packet.

Des Moines Area Regional Transit (DART)

Over the past year the DART Commission has been working on redesigning the bus network for the metro area, called Reimagine DART. This project has been publicized in the media, with multiple surveys of DART riders, public meetings and numerous discussions during DART Commission meetings. Clive's DART Commissioner has participated in these Commission discussions, starting with former City Councilmember Srikant Mikkilineni and transitioning to current DART Commissioner City Councilmember Michael McCoy who took over when Srikant resigned from the City Council earlier this year.

Earlier this year DART's consultant for the Reimagine DART project presented and visited with the Clive City Council on the project to receive the Council's feedback on what you all would like to see for Clive. Clive indicated a focus on coverage for the new bus network, with specific interest in micro transit options.

Over the past few months DART has been sharing a draft bus network and seeking public feedback on the proposal. Included in the agenda packet is a recent DART Commission agenda packet from October 20 outlining the most recent version of the draft bus network (Named "Reimagine DART") following a few adjustments made due to feedback from communities and public input. Included within the October 20 agenda packet is the overall feedback received on the draft network along with a separate attachment specifically showing public feedback received from Clive residents.

As shown on slide 7 of the Reimagine DART attachment included in the packet, the redesigned network provides increased regular 7-day service to Clive with Route 3 (along University) and Route 4 (86th Street and University Blvd). As requested by Clive, the redesign also includes a new micro transit zone shared with Urbandale to link riders from these areas to nearby regular service stops. With the increases in regular and micro transit comes an elimination of the express routes in the existing bus network. Particularly post-pandemic, DART has seen a drop off in ridership on the express routes across the metro

area, making these routes very challenging financially to continue. Concerns regarding the elimination of the express routes in Clive are reflected in the Clive public input results, as a majority of those responding to the survey utilize those express routes (10 out of 18 Clive respondents to the survey) currently.

Overall, the draft bus network substantially increases regular bus service in Clive and according to data provided by DART staff, 28% more Clive residents would have access to public transit and the average Clive resident could reach 71% more jobs within 45 minutes if the draft bus network is implemented.

The next question is, with this increase in service, what will it cost Clive taxpayers? The cost to taxpayers of the DART public transit levy has been a key consideration for the City Council during these Reimagine DART conversations. An attachment included in the agenda packet speaks specifically to the proposed adjustments to the funding formula for DART, outlining the tiers and cost allocations under the current formula versus the proposed formula with the draft bus network.

Under the existing funding formula Clive was expected to see a decline in the DART levy over time as Clive's percentage of the overall funding for DART declined with the implementation of the existing funding formula. This is displayed on slide 4 of the funding formula attachment, from roughly \$1.1 million in 2026 to \$980,000 in 2028 (13% decrease). This would have resulted in a decrease in the DART property tax levy over those two years as Clive's taxable valuation increased.

For the draft bus network, the proposed funding formula would recognize Clive's increase in regular bus service in the draft network, thereby moving Clive up into a higher funding tier in the formula (up to Tier 3 from the current Tier 4) as displayed on slide 6 of the attachment. This translates to Clive's financial contribution remaining around \$1.1 million per year to support the draft bus network, as displayed on slide 7. This will likely result in the DART levy in Clive remaining either the same as it is today or still declining but less than under the existing formula as Clive is estimated to contribute \$1,045,685 in 2028 versus the \$980,624 figure under the existing formula. As compared to Clive's current taxable valuation of roughly \$2 billion, the \$65,000 difference would be a levy equivalent of \$0.03, meaning the DART levy in Clive will decrease \$0.03 less over the next two years than what was projected under the existing funding formula.

For next steps, the DART Commission will be asked to vote on implementing the draft bus network at their December commission meeting and consider the changes to the funding formula as outlined in the attachment. Overall, Clive is receiving enhanced public transit service as outlined in the Reimagine DART proposal, increasing Clive resident access to public transit and jobs. For that increase in service, Clive taxpayers would be asked to contribute essentially the same property tax funding they are currently contributing to the DART system, with the likelihood of a slight decrease in the DART levy in Clive due to Clive's consistent taxable valuation increases from year to year, but less of a decrease than what was expected under the current bus network and funding formula.

DART Commissioner McCoy will be asked to vote on the draft bus network and adjustments to the funding formula at the next DART Commission meeting in December. During the November 13 City Council discussion Commissioner McCoy desires the City Council's direction on these critical votes for public transit service in Clive. If approved, the Reimagine DART bus network would be implemented next summer and the funding changes would take effect for the next fiscal year budget.



Des Moines Wastewater Reclamation Authority (WRA)

Over the past four years the WRA Board and the City of Des Moines have been negotiating and drafting a new Operating Contract for the WRA (with the City of Des Moines) and the third restated interlocal (28E) agreement for the WRA. Below is an excerpt from the WRA Board's October 2025 agenda packet providing a quick background on these new draft agreements.

WRA Staff Summary from October 2025 Agenda Packet

On June 15, 2021 the WRA Board approved a Professional Services Agreement with Veenstra & Kimm Inc. for the WRA Conveyance Facility Plan Update – 2024, and on February 15, 2022 the WRA Board approved a Professional Services Agreement with HDR Engineering, Inc. for the WRA Treatment Facility Plan Update – 2024. The issues identified in the WRA Conveyance Facility Plan Update – 2024 and the WRA Treatment Facility Plan Update – 2024 were the basis for updating the WRA's capital improvement program, which was one of the reasons for the need to amend the Second Amended and Restated Agreement for the WRA. Both the WRA Conveyance Plan Update and the WRA Treatment Plan Update were presented to, and formally approved, by the Board in December 2024.

In addition to the updated facility plans, the Initial Operating Contract between the City of Des Moines and the WRA, effective July 1, 2004, had a 20-year original term through of June 30, 2024.

At the February 4, 2021 WRA Executive Committee meeting, it was recommended that an Organizational Assessment Committee be formed for the purpose of reviewing, evaluating, and determining options available upon the expiration of the Operating Contract and what amendments were needed to the Second Amended and Restated Agreement for the WRA. The Organizational Assessment Committee was formed by the WRA Board on March 16, 2021, and the committee has met many times since its formation. The Committee has identified changes that should be made to both the Operating Contract and the Second Amended and Restated Agreement for the WRA.

The Committee has reviewed and approved draft forms of these agreements subject to completion of ongoing development efforts, and is presenting proposed drafts of an Amended and Restated Operating Contract and a Third Amended and Restated 28E/28F Agreement to the WRA Board for review at this time, looking toward completion of these efforts by the end of the year. If approved, on the anticipated schedule, both new agreements will go into effect as of January 1, 2026.

The Amended and Restated Operating Contract and Third Amended and Restated 28E/28F Agreement each assume the concurrent adoption of both agreements. The Amended and Restated Operating Contract is contingent upon completion of certain other documents defining the relationship between the WRA and the Operating Contractor, including Side Letter Agreements thereunder and certain new policies to be adopted by the Board that are also under current development.

Work on the final forms of all documents is continuing, and final review by WRA staff, counsel, bond counsel, municipal advisor, and the City of Des Moines as Operating Contractor is pending and is expected to be completed before the November Board meeting.

It is expected that final proposed forms of all documents will be submitted to the Board at its November meeting for consideration and possible approval, to be followed by distribution of the Third Amended and



Restated 28E/28F Agreement to all Participating Communities for their consideration, authorization, and adoption before year end. Appropriate final action by the WRA Board will be taken by the Board at a special meeting of the Board in late December if the requisite approvals of Participating Communities are obtained.

Included in the agenda packet for reference are the draft Operating Contractor and new 28E agreements for the WRA. In addition, during the October WRA Board meeting the WRA's legal counsel with the Dickinson law firm presented a brief presentation summarizing the objectives, key points, new provisions and plan for adoption. A copy of the presentation is included in the agenda packet for your review.

Clive had a unique and important position at the table for these WRA negotiations as Councilmember McCoy is the current WRA Board Chair and was a member of the Organizational Assessment Committee. Michael had a direct influence on many of the proposals included in the proposed agreements and he will be able to speak about those proposed changes during the November 13 meeting.

From staff's perspective, even though the new WRA 28E increases the debt financing cap for the organization from \$675 million to \$975 million (which should give everyone a moment of pause and reflection) it is an important step forward for the WRA and for the relationship between the WRA and the City of Des Moines.

Pending any questions or concerns from the City Council, staff would anticipate the updated 28E agreement before you for consideration and approval at your December 11 meeting.

Polk County Emergency Management Agency (PCEMA)

Earlier this year, the PCEMA Commission introduced a proposal to consider the implementation of a new Polk County-wide tax levy to directly fund the PCEMA. Currently, PCEMA is funded through a series of interlocal (28E) agreements between Polk County and the cities within Polk County. This is coupled with a request by the Polk County Board of Supervisors (BOS) earlier this year for PCEMA to review future funding options as the Polk County BOS was considering whether to reduce the annual funding it provides to PCEMA as a part of their budget process earlier this year.

During the August 20, 2025 PCEMA Commission meeting, Director Mumm presented [this presentation](#) outlining the background and goals related to the proposal for a countywide tax levy. In addition to the presentation, PCEMA also provided a [link to the video recording](#) of the presentation and discussion during that August 20 Commission meeting. The item was presented and discussed starting at the 3:00 minute mark until minute 38:00. Discussion amongst the Commission members following the presentation occurred between 26:00-38:00 in the video recording.

Currently, the 28E agreement between PCEMA and Clive allocates approximately \$5,500 per year to PCEMA from Clive's General Fund budget. Based on the presentation linked above implementing a new tax levy would be around \$0.037 for all Polk County taxpayers and this would be a \$0.01 increase from the tax levy equivalent of \$0.027 from what the Polk County BOS is currently providing in funding to PCEMA directly from Polk County's budget. If the PCEMA Commission implements this new countywide



levy there would be no need for the 28E agreements from the cities to continue and Clive would be able to eliminate this allocation in our budget.

Mayor Edwards is Clive's elected official member of the PCEMA Commission and will be asked to consider and vote on this tax levy proposal at the November 19 Commission meeting. Therefore, Mayor Edwards would like to have feedback from the City Council on this decision prior to making his vote on behalf of Clive.

From staff's perspective there are positives and negatives to such a proposal, including but not limited to the following:

- Positives: Removes the funding commitment from Clive's General Fund budget which is already capped by state property tax reform legislation and could be reduced further in future years. Ensures decisions surrounding emergency management in the county are controlled by all member governments in the county equally. Taxpayers would see a direct levy/funding line on their property tax statements and know that funding is going directly to emergency management.
- Negatives: Adds another property tax levy at a time when comprehensive property tax reform will be actively discussed by the Iowa Legislative during this upcoming session. Clive has a high taxable valuation per capita therefore Clive taxpayers would pay more for PCEMA than we do now as we pay per capita under the 28E agreement versus a countywide levy on higher value.
 - o For example, we annually pay \$5,500 out of the General Fund Budget for PCEMA through the existing 28E agreement and an additional \$0.01 levy on the Polk County portion of Clive will generate \$13,000 from Clive's Polk County taxpayers.

Overall, cities will continue to have pressures on our general fund budgets to provide essential services and the potential for transferring this expense to a countywide levy could outweigh the concerns of adding another separate levy on the property tax bill. However, transitioning to the proposed countywide levy with a \$0.01 increase results in Clive taxpayers paying more for PCEMA. Finally, included in the agenda packet is a one-page document shared by PCEMA staff on the proposal for your reference.

Other Future Regional Entity Decisions/Direction

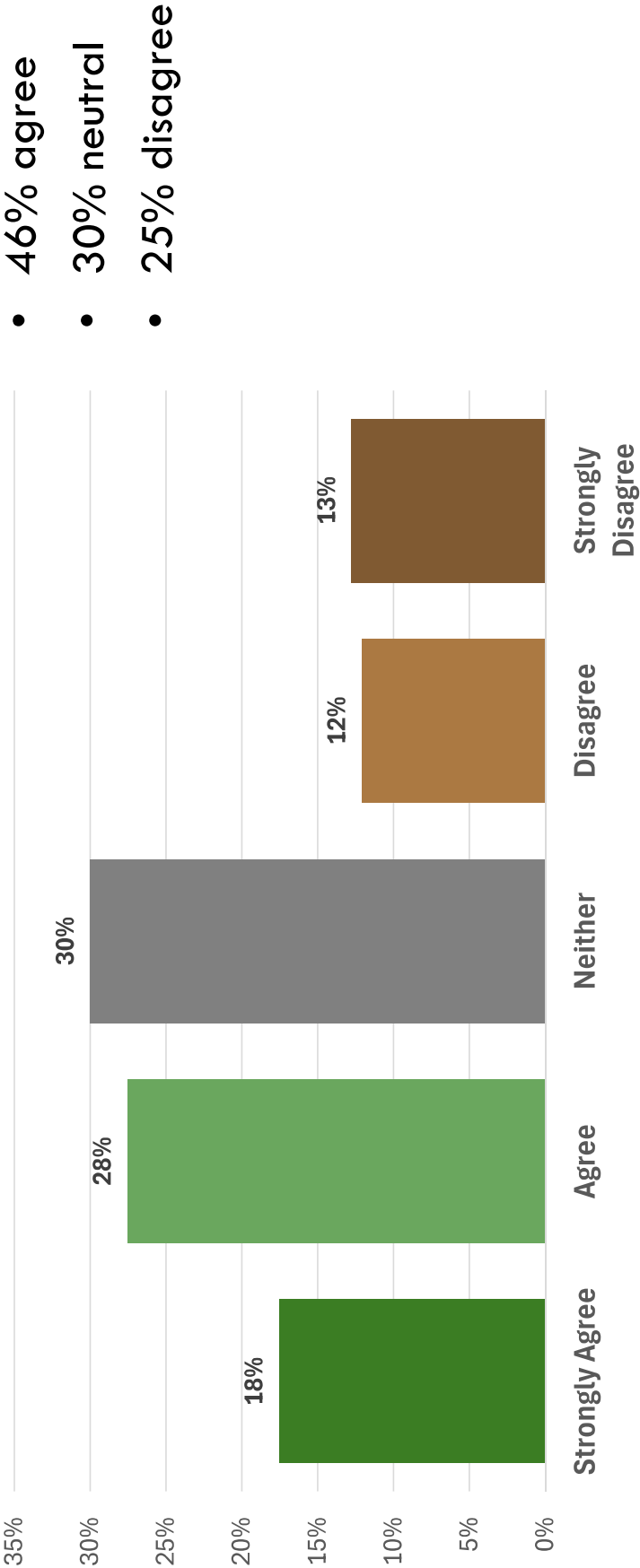
Beyond the three entities discussed in this memo, as we progress into 2026 Clive will have additional key decisions/directions to consider regarding Central Iowa Water Works (CIWW) and the newly formed Polk County Blueprint for Housing Solutions Alliance (previously the Polk County Homeless Coordinating Council).

For CIWW those discussions will focus on potential City Code changes in response to the irrigation ban faced by all CIWW entities in 2025, as well as challenges with additional water production and the demand for that future production. For the Housing Solutions Alliance it will be Clive's role in the regional homeless challenges, including short-term funding requests from entities such as Youth Shelters & Services (YSS) and Central Iowa Shelters and Services (CISS). Clive has an existing funding relationship with CISS, but YSS would be a new funding request/relationship. In addition to these short-term funding requests, staff anticipates a broader conversation of how all metro area local governments are supporting the [Polk County Blueprint](#) created earlier this year to address homelessness.



The Draft Network will be better for the region overall.

Compared to the Existing Network, the Draft Network will be better for the region overall.



Features people like

- Route with higher frequency
- More service on weekends
- More consistent service throughout the day and week
- Easier to get to major regional destinations (Route 4)
- Timed transfers
- Wider stop spacing
- Microtransit

Changes considered

- Specific routing and turns
- Concern for areas losing transit service
 - Route 72 in West Des Moines
 - Airport
- Ankeny microtransit zone
- Spans of service
- Stop spacing

Des Moines, Iowa
Final Network

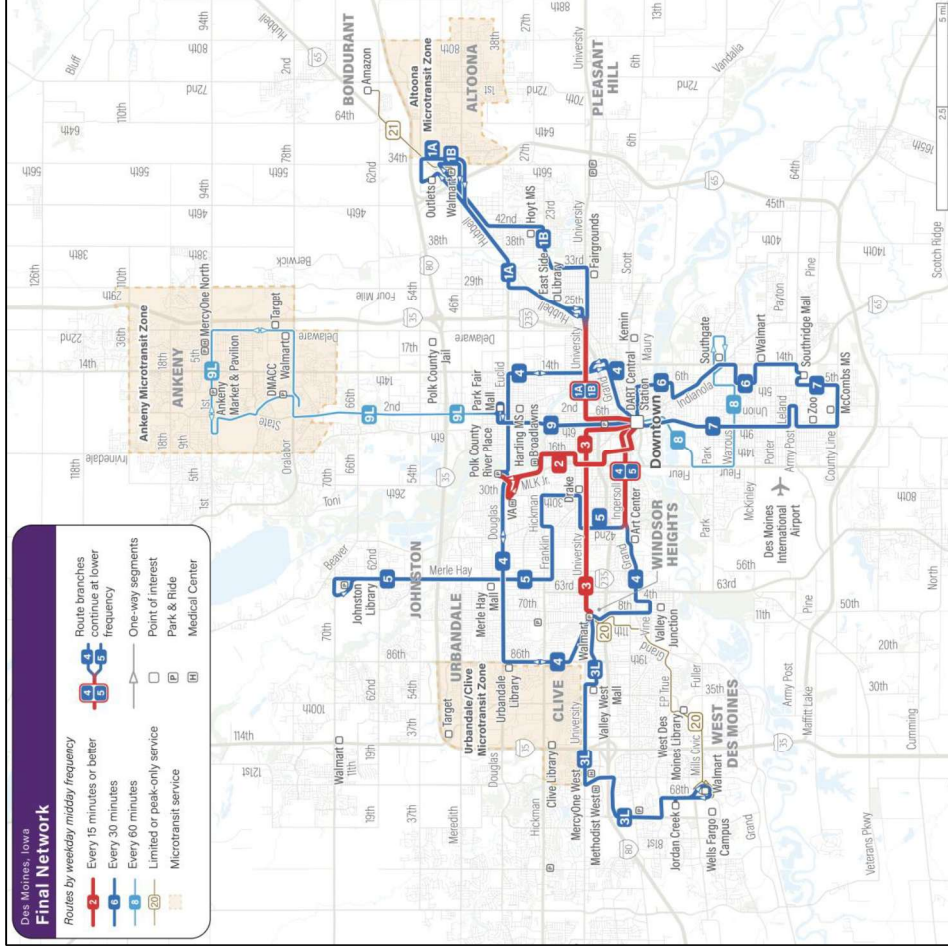
Routes by weekday midday frequency

- Every 15 minutes or better
- Every 30 minutes
- Every 60 minutes
- Limited or peak-only service
- Microtransit service

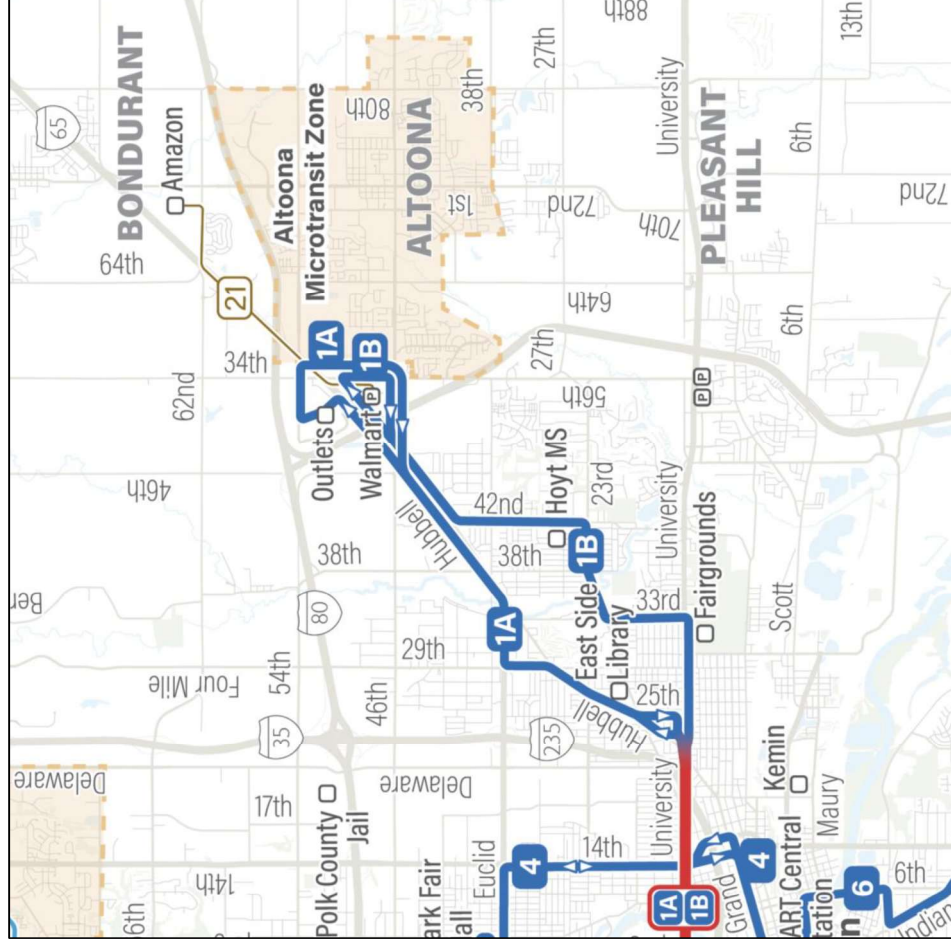
Legend:

- Route branches continue at lower frequency
- Point of interest
- Park & Ride
- Medical Center

Map Labels: ANKENY, JOHNSTON, URBANDALE, CLIVE, ALTOONA, PLEASANT HILL, WINDSOR HEIGHTS, WEST DES MOINES, Des Moines International Airport, Veterans Park, and various street names.



Routes 1A & 1B



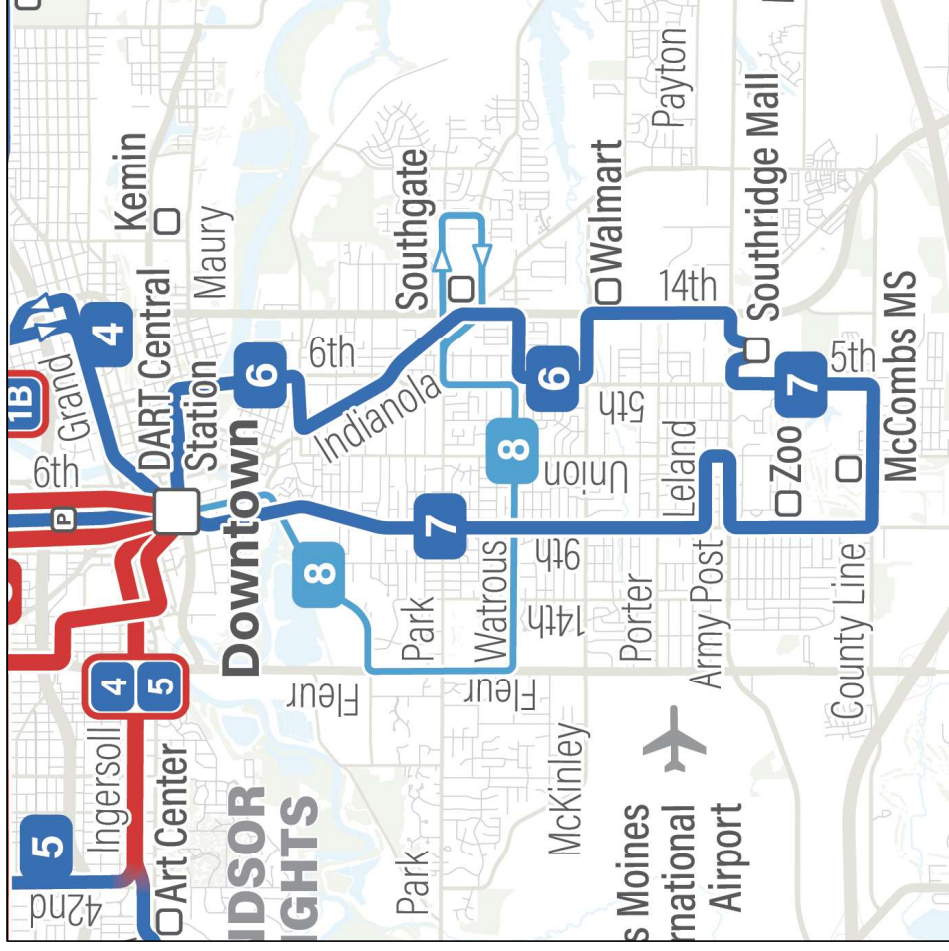
Des Moines, Iowa

Downtown Lights

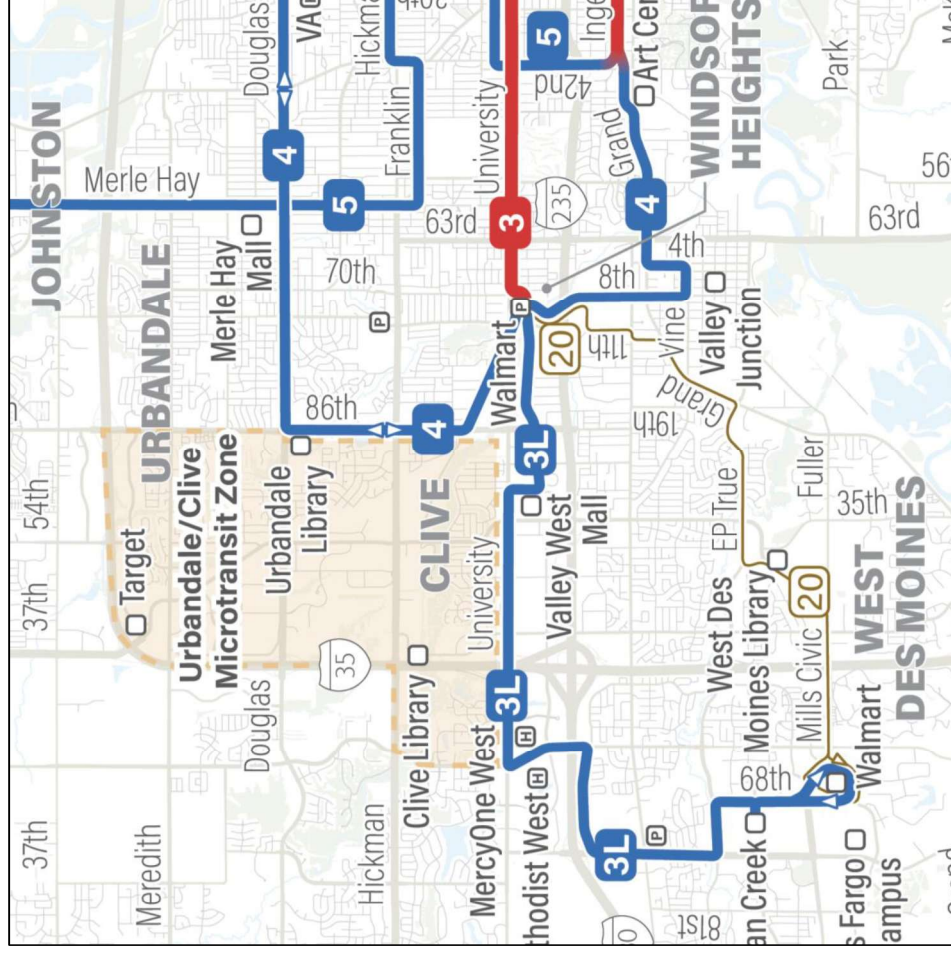
Route 1: Art Center, 4th, 5th, 6th, 7th, 8th, 9th, 10th, 11th, 12th, 13th, 14th, 15th, 16th, 17th, 18th, 19th, 20th, 21st, 22nd, 23rd, 24th, 25th, 26th, 27th, 28th, 29th, 30th, 31st, 32nd, 33rd, 34th, 35th, 36th, 37th, 38th, 39th, 40th, 41st, 42nd, 43rd, 44th, 45th, 46th, 47th, 48th, 49th, 50th, 51st, 52nd, 53rd, 54th, 55th, 56th, 57th, 58th, 59th, 60th, 61st, 62nd, 63rd, 64th, 65th, 66th, 67th, 68th, 69th, 70th, 71st, 72nd, 73rd, 74th, 75th, 76th, 77th, 78th, 79th, 80th, 81st, 82nd, 83rd, 84th, 85th, 86th, 87th, 88th, 89th, 90th, 91st, 92nd, 93rd, 94th, 95th, 96th, 97th, 98th, 99th, 100th.

Stops: 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100.

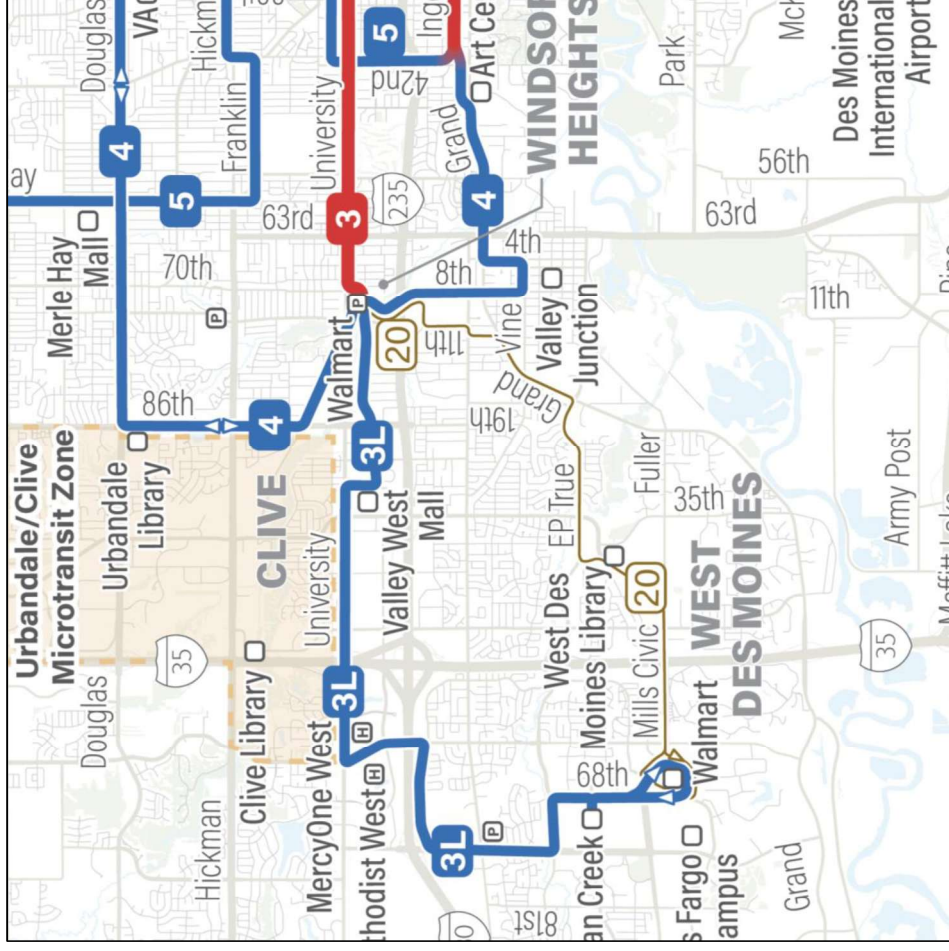
Landmarks: Des Moines International Airport, Southridge Mall, Zoo, McCombs MS, Art Center, 4th, 5th, 6th, 7th, 8th, 9th, 10th, 11th, 12th, 13th, 14th, 15th, 16th, 17th, 18th, 19th, 20th, 21st, 22nd, 23rd, 24th, 25th, 26th, 27th, 28th, 29th, 30th, 31st, 32nd, 33rd, 34th, 35th, 36th, 37th, 38th, 39th, 40th, 41st, 42nd, 43rd, 44th, 45th, 46th, 47th, 48th, 49th, 50th, 51st, 52nd, 53rd, 54th, 55th, 56th, 57th, 58th, 59th, 60th, 61st, 62nd, 63rd, 64th, 65th, 66th, 67th, 68th, 69th, 70th, 71st, 72nd, 73rd, 74th, 75th, 76th, 77th, 78th, 79th, 80th, 81st, 82nd, 83rd, 84th, 85th, 86th, 87th, 88th, 89th, 90th, 91st, 92nd, 93rd, 94th, 95th, 96th, 97th, 98th, 99th, 100th.



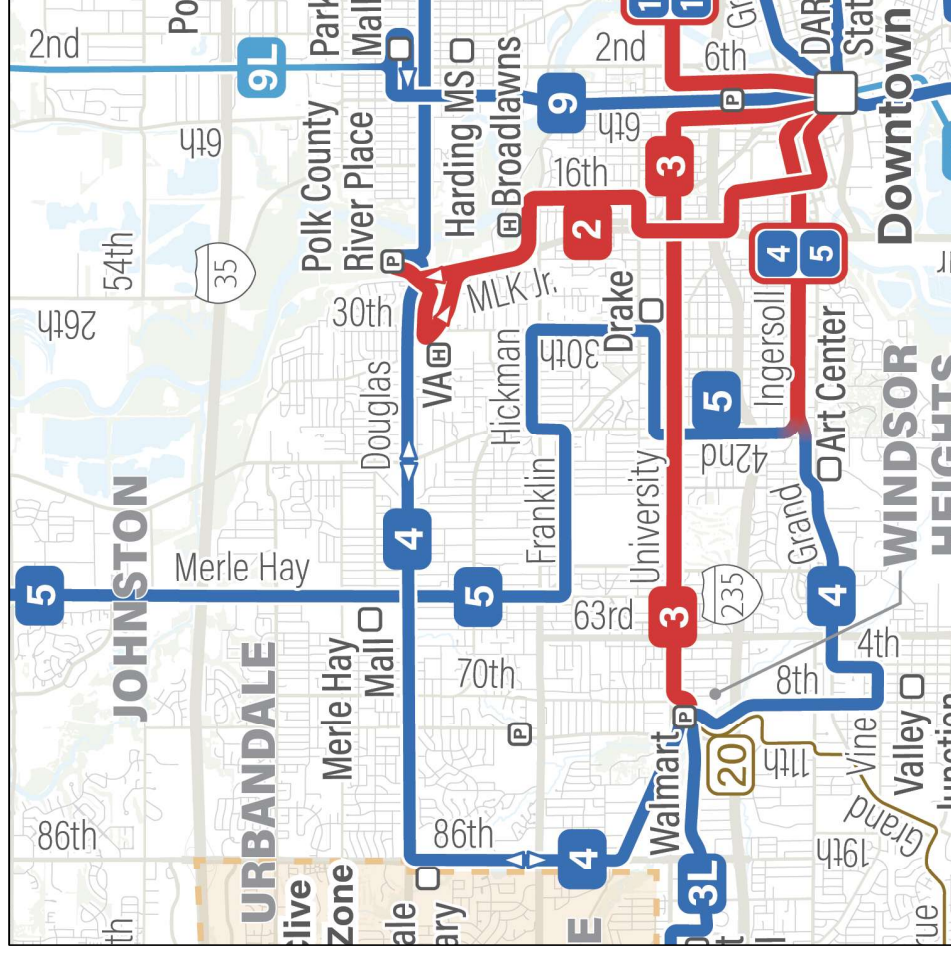
Route 3



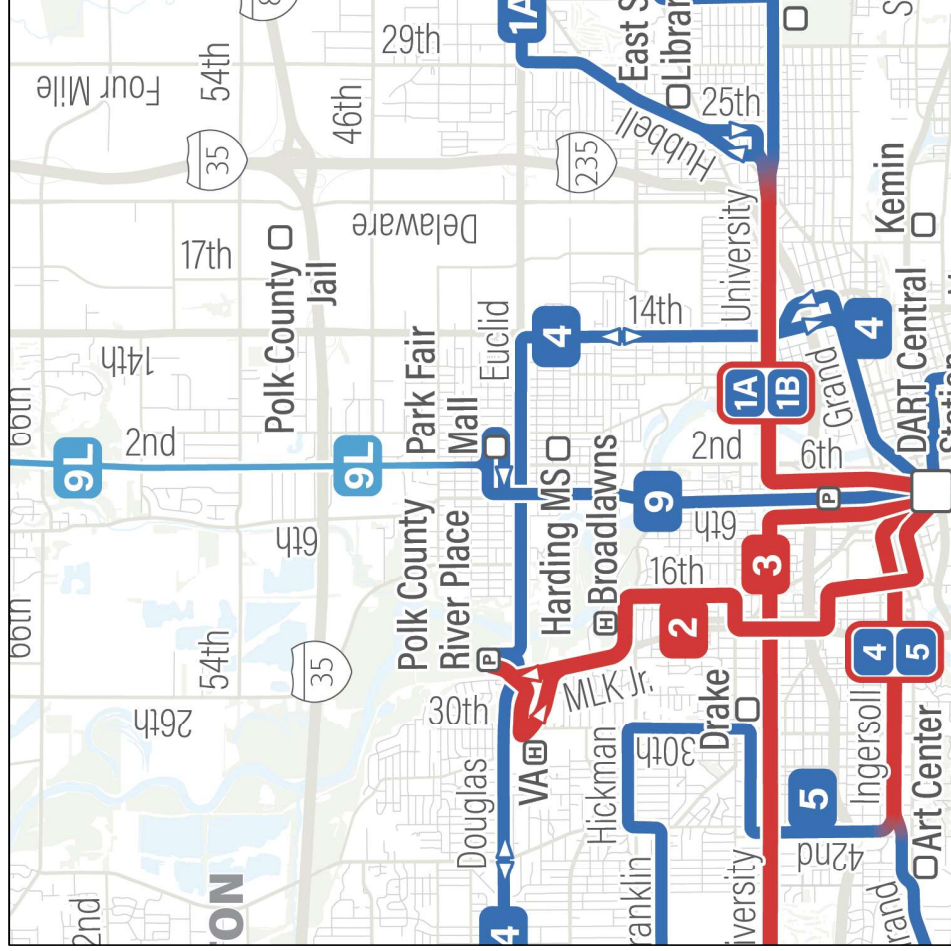
Route 20



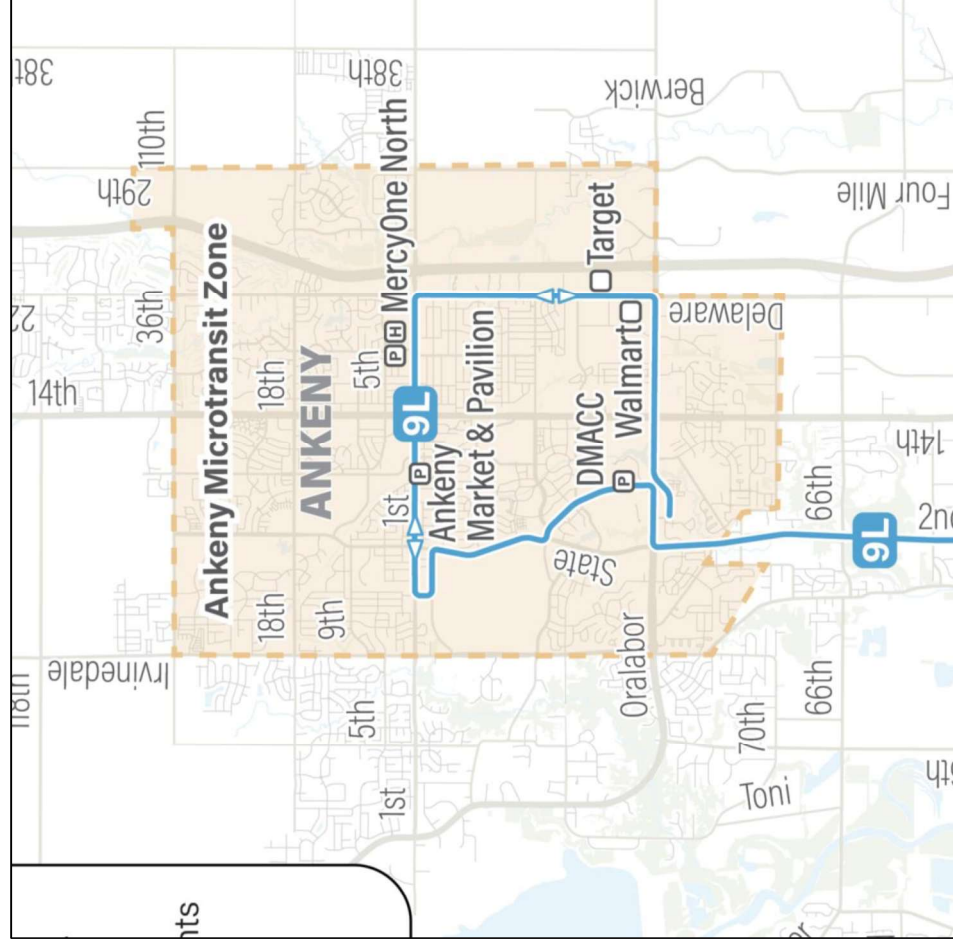
The map shows the proposed bus route through Johnston, Polk County, and Windsor Heights. The route is color-coded: blue for Johnston, red for Polk County, and yellow for Windsor Heights. The route starts at Johnston (5), goes to Merle Hay (4), then to Polk County (4), and continues through various stops including University (3), Walmart (4), and Downtown (1). The map also shows major roads like Highway 35 and Highway 235, and landmarks like the Art Center and the University.

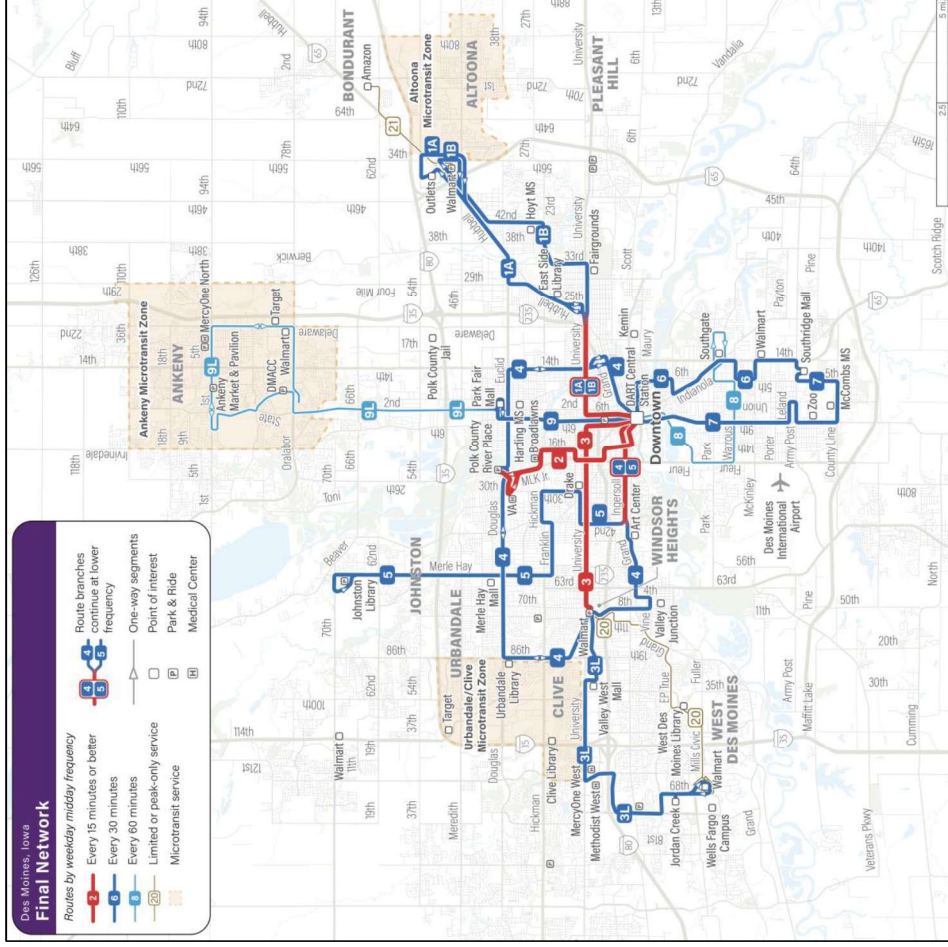


The map displays the proposed bus rapid transit system in Polk County, Oregon. The main route is shown in blue, starting from the west and heading east. Key locations along the route include the Polk County Jail, River Place Mall, Park Fair Mall, and the DART Center. The map also shows the locations of the DART Central and DART South stations. The route is numbered 9L, 9, 4, 1A, 1B, 2, 3, 4, 5, and 6. The map includes a legend for the route and a scale bar.



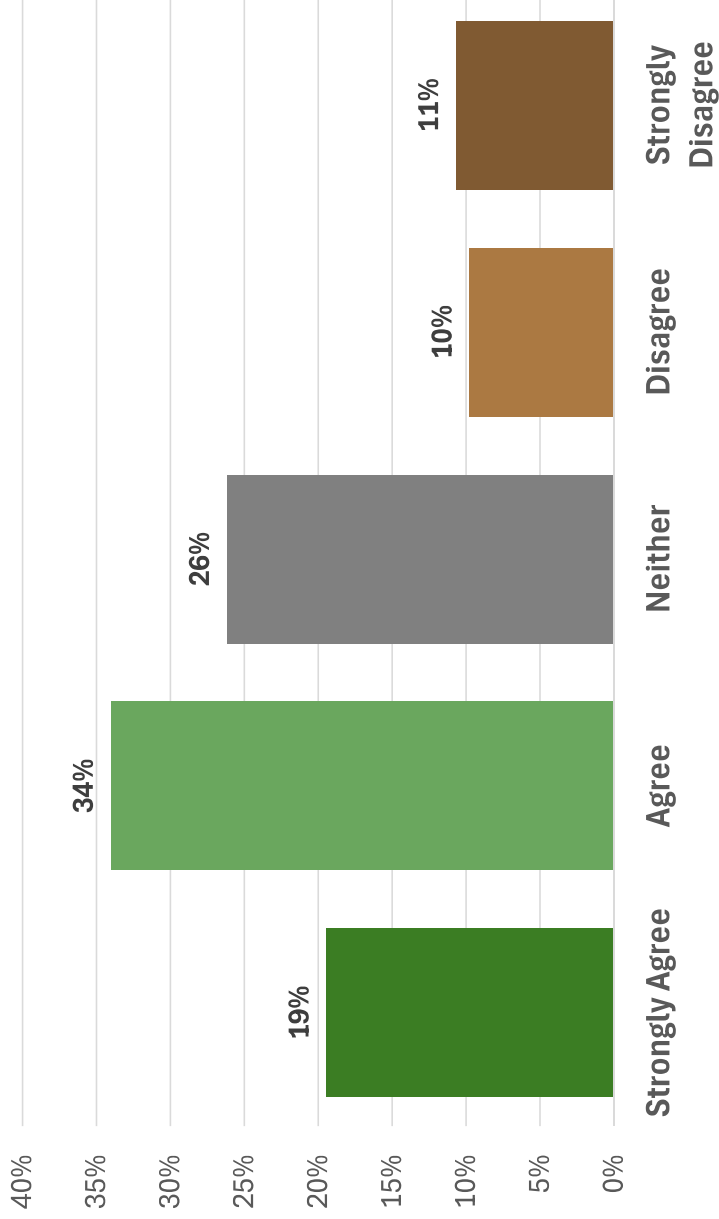
Ankeny Microtransit Zone





Bus Stop Spacing

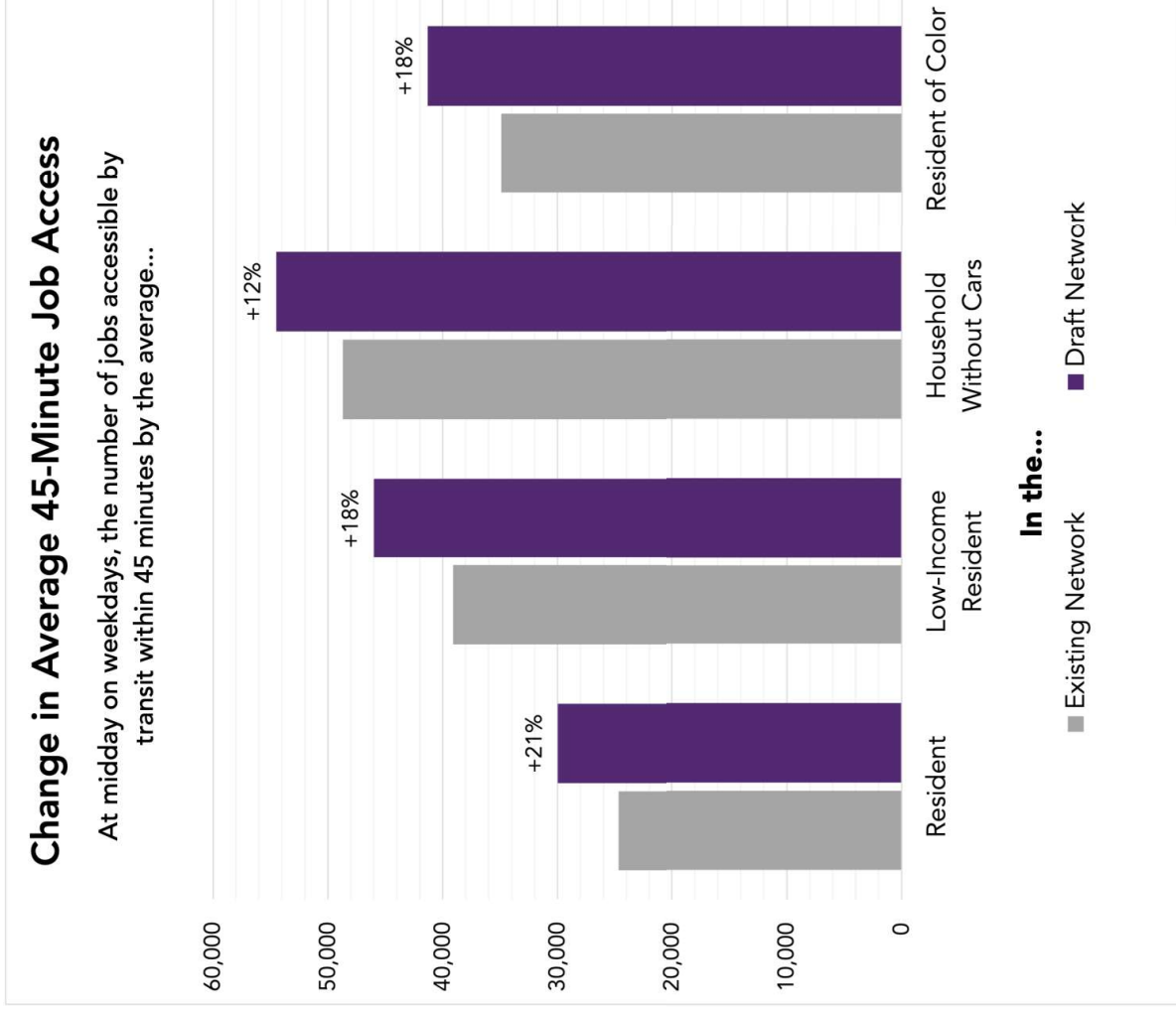
The wider stop spacing in the Draft Network will be better for the region overall.



- 53% agree
- 26% neutral
- 21% disagree

Title VI

- Major service change
- Title VI analysis required (Spring 2026)
- Policy created for specific routes, not a network redesign
- Likely disparate impacts and disproportionate burden
- Larger impact is positive



What's next?

- Deadline for Commissioner feedback on final bus network, October 24
- Final Network shared with Commission, November 4
- Final bus network posted online for public comment, November
- DART Commission approves final bus network, December 2

In the second phase of Reimagine DART, the public was asked what they think about the Draft Network. Specifically for **Clive**, the survey received responses from **18 Residents**. The chart to the right shows the breakdown of the DART services that they use. Note that some people said that they use more than one service.

Is the Draft Network better for me?

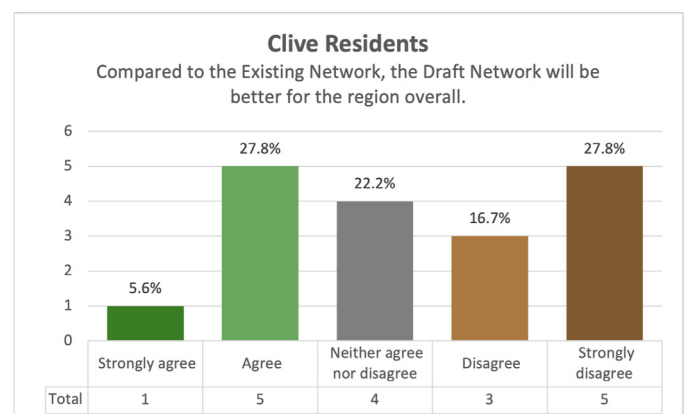
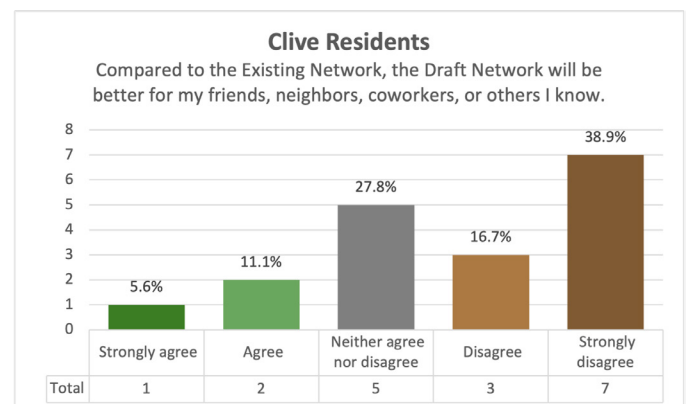
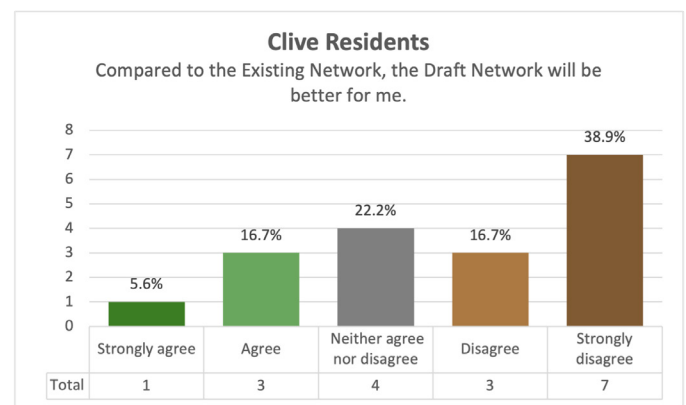
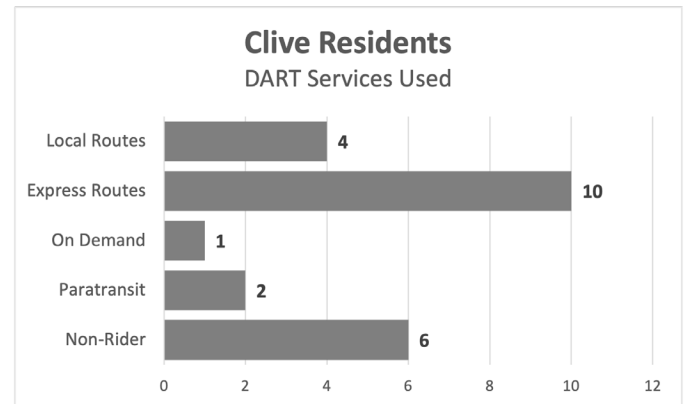
Respondents were asked if they agree or disagree that the Draft Network will be better for them specifically. The responses to this questions tell us about people's personal experiences and how the Draft Network might impact them. 22% of Clive residents agreed that the Draft Network would be better for them and 56% disagreed.

Is the Draft Network better for people I know?

Then, respondents were asked if they think that the network will be better for their friends, neighbors, coworkers, or other people they know. The Draft Network might impact people differently, so this questions allows respondents to tell us about people they know. 17% of Clive residents agreed that the Draft Network would be better for people they know and 56% disagreed.

Is the Draft Network better for the region overall?

Finally, respondents were asked if they agree or disagree that the Draft Network will be better for the region overall. After hearing about their personal experience, this questions asks if, objectively, they think the network is better or worse. 33% of Clive residents agreed that the Draft Network will be better for the region overall and 45% disagreed.



Funding Formula Update: Goals & Parameters

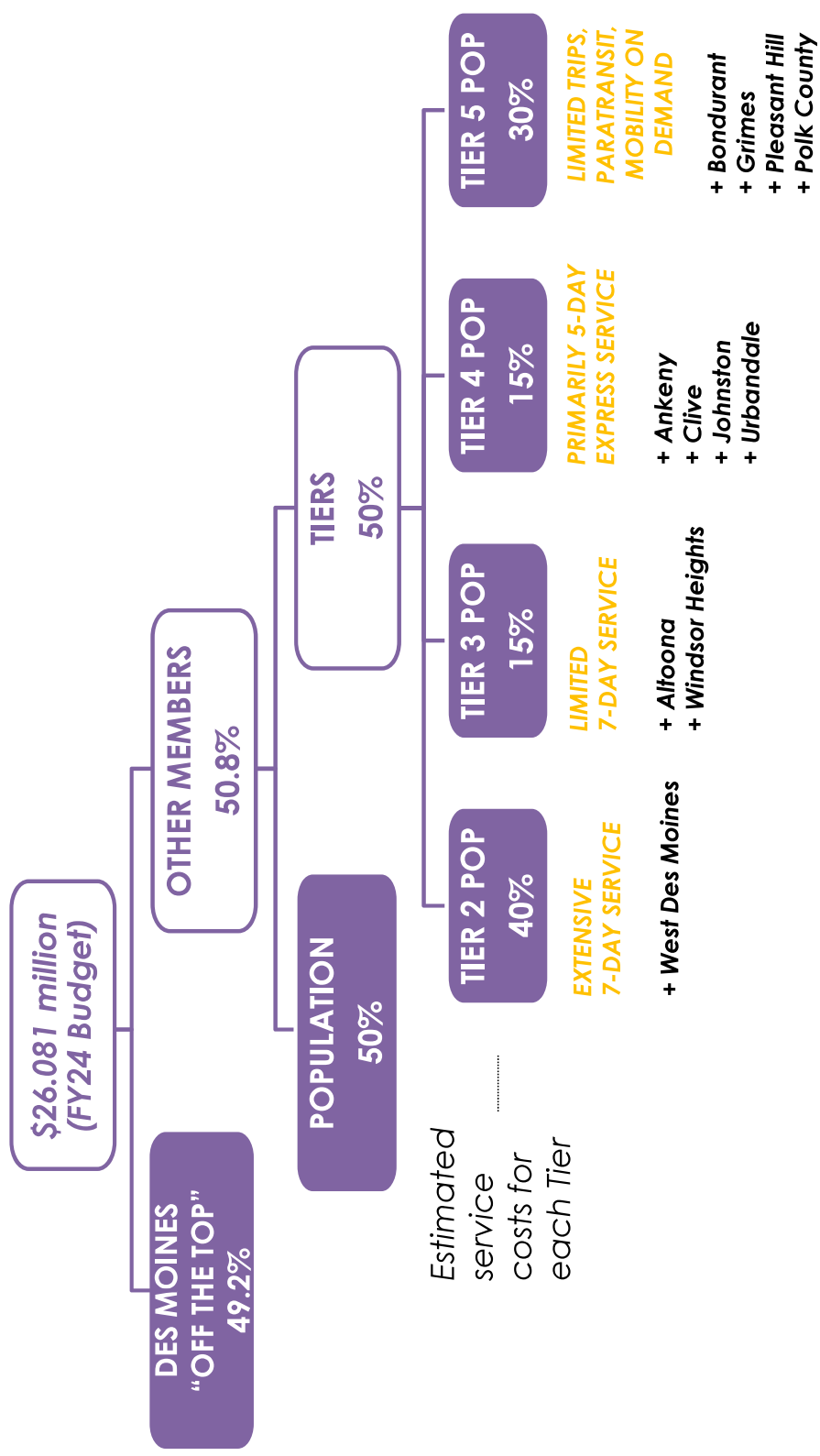
Goals:

- Update how suburbs' contributions are calculated to align with the new bus network in a manner that still reflects the level of service each community receives and regional value of DART
- Simplify the administration of the funding formula

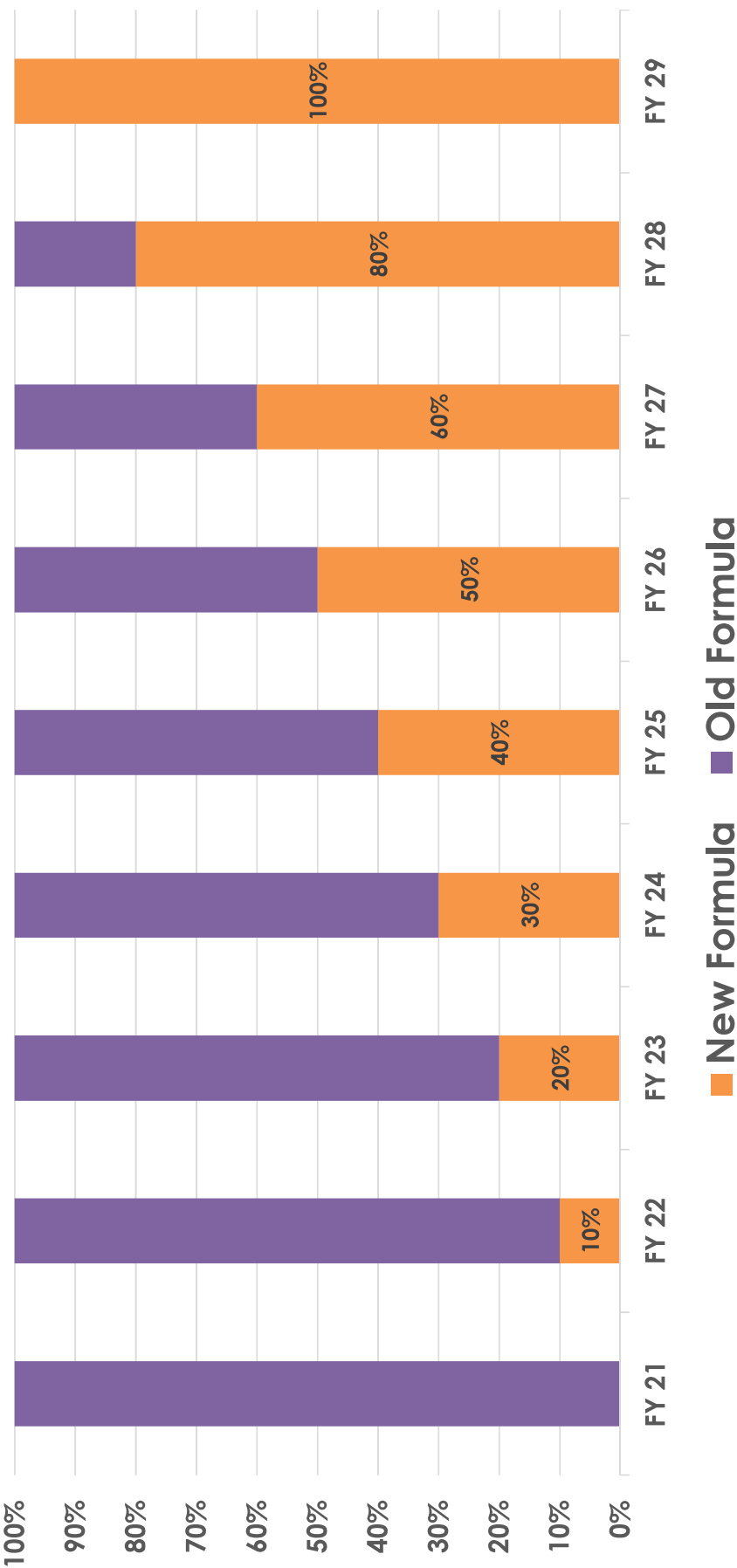
Parameters:

- Staff will bring forth options for:
 - Updating how costs are allocated to suburban member communities
 - Defining what changes should trigger future formula updates
- No changes to phase-in (new formula is fully implemented in FY29)
- No changes to 49.2% allocated to Des Moines

Des Moines, Population and Service Tiers Formula



Proposed 8 Year Formula Phase In



Existing Network Estimated* Member Community Contributions

**Estimates are based on the current fixed route network and funding formula service tiers*

	Draft Network Budget (10% reduction)		
Member Community	2026	2027	2028
Altoona	\$1,120,141	\$1,184,608	\$1,216,910
Ankeny	\$3,610,910	\$3,651,447	\$3,439,785
Bondurant	\$334,117	\$350,344	\$346,348
Clive	\$1,120,623	\$1,110,023	\$980,624
Des Moines	\$12,692,050	\$12,755,683	\$14,408,984
Johnston	\$1,140,371	\$1,171,989	\$1,130,487
Pleasant Hill	\$477,429	\$0	\$0
Urbandale	\$2,576,082	\$2,577,039	\$2,334,329
West Des Moines	\$6,552,033	\$6,979,514	\$7,325,395
Windsor Heights	\$269,993	\$283,915	\$290,645
Polk County	\$1,485,126	\$1,472,896	\$1,336,278
Total Funding Required	\$31,378,875	\$31,537,458	\$32,809,785

- Yellow shading indicates a community that has reached and exceeded what DART can collect in property taxes

Quantity of Service

- Revenue Hours accounts for total amount of service provided in every community (miles do not reflect frequency of service)

Percentage of Total Revenue Hours DART Provides in Each Community		
City	Existing Network	Draft Network (10% cut)
Des Moines	77%	69%
West Des Moines	9.40%	8.9%
Ankeny	4.50%	5.6%
Urbandale	1.00%	3.6%
Clive	1.00%	3.3%
Altoona	1.80%	3.3%
Windsor Heights	1.60%	2.3%
Johnston	1.70%	2.2%
Polk County	0.00%	1.1%
Bondurant	1.00%	0.2%
Pleasant Hill	1.00%	0

Proposed Update to Service Tiers – Percentage of Total Service

Existing Tiers	
Tier 2	Extensive 7-day service
Tier 3	Limited 7-day service
Tier 4	Primarily 5-day Express service
Tier 5	Limited trips, Paratransit, mobility on demand
West Des Moines	
Altoona, Windsor Heights	
Ankeny, Clive, Johnston, Urbandale	
Bondurant, Pleasant Hill, Polk County	

Proposed New Tiers (using % of revenue hours)

Tier 2	7%+	West Des Moines
Tier 3	3% - 6.9%	Altoona, Clive, Urbandale, Ankeny
Tier 4	1% - 2.9%	Polk County, Johnston, Windsor Heights
Tier 5	<1%	Bondurant

Draft Network Updated Member Community Contributions

	Draft Network Budget (10% reduction)		
Member Community	2026	2027	2028
Altoona	\$1,120,141	\$1,101,108	\$1,100,859
Ankeny	\$3,610,910	\$3,951,956	\$3,853,382
Bondurant	\$334,117	\$368,654	\$370,577
Clive	\$1,120,623	\$1,155,566	\$1,045,685
Des Moines	\$12,692,050	\$12,755,683	\$14,408,984
Johnston	\$1,140,371	\$1,145,746	\$1,107,596
Pleasant Hill	\$477,429	-	-
Urbandale	\$2,576,082	\$2,683,834	\$2,486,931
West Des Moines	\$6,552,033	\$6,646,213	\$6,857,224
Windsor Heights	\$269,993	\$237,080	\$223,997
Polk County	\$1,485,126	\$1,491,619	\$1,354,550
Total Funding Required	\$31,378,875	\$31,537,458	\$32,809,785

Reimagine DART Draft Plan budget blended two budget scenarios together.

With Des Moines adopting a smaller budget, we achieved the intent of the formula by reducing service an additional 5% in Des Moines to align with the smaller budget.

Member Community Contribution Comparison

Member Community	Current Formula Contribution (existing network)	
	2027	2028
Altoona	\$1,184,608	\$1,216,910
Ankeny	\$3,651,447	\$3,439,785
Bondurant	\$350,344	\$346,348
Clive	\$1,110,023	\$980,624
Des Moines	\$12,755,683	\$14,408,984
Johnston	\$1,171,989	\$1,130,487
Pleasant Hill	\$0	\$0
Urbandale	\$2,577,039	\$2,334,329
West Des Moines	\$6,979,514	\$7,325,395
Windsor Heights	\$283,915	\$290,645
Polk County	\$1,472,896	\$1,336,278
Total Funding Required	\$31,537,458	\$32,809,785

Updated Formula Contribution (Reimagine DART draft network)	
2027	2028
\$1,101,108	\$1,100,859
\$3,951,956	\$3,853,382
\$368,654	\$370,577
\$1,155,566	\$1,045,685
\$12,755,683	\$14,408,984
\$1,145,746	\$1,107,596
\$0	\$0
\$2,683,834	\$2,486,931
\$6,646,213	\$6,857,224
\$237,080	\$223,997
\$1,491,619	\$1,354,550
\$31,537,458	\$32,809,785

Funding Formula Update

Commission Direction Needed:

1. Continue to allocate costs based on the current formula in FY27 and FY28 while we evaluate the impacts of the new network
2. Update service tiers to align with the new bus network for FY27 and FY28

Long-Term Formula Consideration:

- Once the formula is fully implemented in FY29, staff recommends reverting back to managing to levy rates versus contributions until a major change is made to service that impacts one or more community's total percentage of service.

Presentation to:
WRA BOARD
October 21, 2025

Proposed 3rd
Amended and
Restated 28 E/ 28 F
Agreement



PRELIMINARY NOTE ON CURRENT STATUS OF 3rd AMENDED AND RESTATED 28E/ 28F

The draft submitted for review reflects substantial development efforts to date but is not finished.

As stated in the Staff Summary, work on the final form is continuing with final review by WRA staff, counsel, bond counsel, municipal advisor, and by the City of Des Moines as Operating Contractor, all of which is expected to be completed before the November Board meeting.



Preliminary Note

Drafts of an Amended and Restated Operating Contract and a Third Amended and Restated 28E/ 28F Agreement have been included in the Board materials.

Reminder: These agreements are intertwined and mutually dependent with each other.

Will Focus Today on 28E/ 28F



Proposed 3rd Amended and Restated 28E/ 28F Agreement

Objectives:

Update and revise agreement to reflect changed circumstances and current practices with enhancements sought by the Committee in light of a decade of experience

Preserve the best of the present & prepare for the future

Enhancements include:

- Greater flexibility and empowering of governance
- Improvement of status of WRA Director and conflict of interest resolution
- Reapportionment of Board



Proposed 3rd Amended and Restated 28E/ 28F Agreement

Key Points:

- Amends and Restates existing 28E/ 28F
- Preserves basic financial structure & budget process, with potential for governance by policy adoption and Board action
- Conforms language to existing budget, financial, and operational practices -- eases some unintended restrictions
- Broader statements of mission and powers added
- Updates schedule of Improvements to reflect recently adopted Capital Facilities Plan and Conveyance Plan
- Debt limit increases to \$975 Million (from \$675 Million) to fund Plan
 - \$975 level has been endorsed by Finance Committee



Proposed 3rd Amended and Restated 28E/ 28F Agreement

Key Points:

- **Draft 3rd Amended 28E/28F – *Continued* :**
 - “Core” and “Expansion” categories retained and clarified --- New defined general category of “Special Projects” added
 - Weighted voting of Board revised to be flow weighted not population based
 - Population reset for number of Board seats per Community from 25K to 65K and a limit of 3 per community
 - Items not eligible for weighted voting listed
 - Status and role of WRA Director are redefined and a possible WRA Deputy Director is authorized
 - Coordinated with new Operating Contract



Proposed 3rd Amended and Restated 28E/ 28F Agreement

New Provisions:

■ New Provisions :

- Associate Communities (Warren only community currently committed)
- Long Range Planning beyond Facilities Planning
- Finance Committee becomes a Standing Committee
- Enhanced provisions for Community/ WRA coordination on Improvements
- Clarifications for WRA operations and cost allocations added
- Changes to reversion system -- including future transition to a flow-weighted based reversionary formula
- Guidelines are proposed for fair cost allocation for “Special Projects” to specific communities based on special benefits, to include specific percentage allocations of costs to “Core” to all Participating Communities if three or more are benefited [25% if three are benefited, 50% if four, 100% if five or more]



Plan for Completion:

- Final forms of 3rd Amended & Restated 28E/ 28F, Amended & Restated Operating Contract and related Policies and Side Letter Agreements are expected to be on the November Board Agenda for formal consideration.
- If approved, the 28E/ 28F Agreement will be presented to the Participating Communities with a request for authorization and approval on a quick turnaround basis.
- If the requisite Participating Community approvals are obtained, final action by WRA is to be taken at a Special Meeting of WRA Board in late December.
- The materials provided to the Participating Communities will include the proposed 28E/ 28F Agreement, a suggested approval resolution prepared by WRA counsel, and a Power Point Summary intended for sharing with community policy makers.



3rd Amended and Restated
28E/ 28F

Q & A



DICKINSON
BRADSHAW

DICKINSON, BRADSHAW, FOWLER & HAGEN, P.C.



Working Draft
Not yet reviewed or approved by WRA Board or Des Moines City Council

10-16-2025 Clean

AMENDED AND RESTATED OPERATING CONTRACT

BETWEEN

**THE DES MOINES METROPOLITAN
WASTEWATER RECLAMATION AUTHORITY**

AND

**THE CITY OF DES MOINES, IOWA,
AS OPERATING CONTRACTOR,**

**FOR OPERATION, MAINTENANCE AND MANAGEMENT
OF THE WRA WASTEWATER CONVEYANCE
AND TREATMENT SYSTEM**

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THIS AMENDED AND RESTATED OPERATING CONTRACT is made and entered into as of _____, 2025 by and between the Des Moines Metropolitan Wastewater Reclamation Authority, a special purpose legal entity organized and existing under Chapters 28E and 28F of the Iowa Code (the “WRA”) and the City of Des Moines, Iowa (the “Operating Contractor”). The WRA and the Operating Contractor are herein sometimes jointly referred to as “the Parties” or either referred to individually as a “Party.”

RECITALS

WHEREAS, the WRA owns, operates and maintains a system of facilities (referred to collectively as the “WRA System”), that provides waste water conveyance and treatment services to the Participating Communities of the WRA, and to others, with such services including: (i) the conveyance, transportation and treatment of wastewater; (ii) the associated treatment, transport and disposal of solids; (iii) industrial pre-treatment and disposal services; (iv) the creation, handling, and treatment of biogas, renewable natural gas, and recovered phosphorus; (v) laboratory testing and sampling; and (vi) other related services;

WHEREAS, the WRA and the Operating Contractor have been parties to an Initial Operating Contract effective July 1, 2004 to provide Operation, Maintenance and Management services as provided therein (the “Initial Operating Contract”);

WHEREAS, the Initial Operating Contract has been previously amended by the Parties as set forth in four amendments; and

WHEREAS, the services delivered under the Initial Operating Contract have evolved to include three categories of service as follows; (i) services provided by a distinct unit of persons employed by the Operating Contractor who are primarily funded by the WRA and devote all, or substantially all, of their efforts to the Operation, Maintenance, and Management of the WRA and the WRA System and that are further defined herein as Core Services; (ii) services that the parties agree should be provided to the WRA by other functional units within Operating Contractor’s organizational structure because such services are integral to the proper provision of the Core Services to the WRA by the Operating Contractor and that are further defined herein as Integral City Services; and (iii) other enumerated categories of services provided to the WRA by other functional units within Operating Contractor’s organizational structure to support the WRA for reasons of current efficiency and convenience, and that are further defined herein as Support Services, and the parties desire to separately provide for such categories of service;

WHEREAS, the WRA is currently existing and established under the Second Amended and Restated Agreement for the Des Moines Metropolitan Wastewater Reclamation Authority effective July 11, 2014, and filed with the Iowa Secretary of State as agreement M507115 (the “Second Amended WRA Agreement”), but it is proposed that a Third Amended and Restated Agreement for the Des Moines Metropolitan Wastewater Reclamation Authority (the “Third Amended WRA Agreement”) be adopted in its place as the governing WRA Agreement; and

WHEREAS, subject to the condition precedent that the Third Amended WRA Agreement shall be adopted and go into effect on or before June 30, 2026, the Parties now desire to: (i) make further amendments to the Initial Operating Contract, as amended to update and accurately reflect the intended operational relationship between the WRA and the Operating Contractor; (ii) to extend the term thereof as provided herein; and (iii) to restate the existing operating contract as so amended and extended, as set forth in this Amended and Restated Operating Contract.

NOW, THEREFORE, in consideration of the mutual promises and covenants of each Party to the other as provided in this Amended and Restated Operating Contract, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the WRA and the City of Des Moines, Iowa as Operating Contractor, do hereby agree as follows:

ARTICLE I. CONDITION PRECEDENT, PURPOSE, SCOPE, RELATIONSHIP & TERM

Section 1.1 Condition Precedent. This Amended and Restated Operating Contract shall not go into effect unless the Third Amended WRA Agreement is approved by the Participating Communities of the Des Moines Metropolitan Wastewater Reclamation Authority as provided in the Second Amended and Restated Des Moines Metropolitan Wastewater Agreement on or before June 30, 2026. Consequently, if a Third Amended WRA Agreement is not approved on or before June 30, 2026, this Amended and Restated Operating Contract shall be null and void and of no effect without further action by either Party.

Section 1.2 Purpose. This Amended and Restated Operating Contract shall govern the relationship between the Parties with respect to the operation of the WRA and the Operation, Maintenance and Management of the WRA System in accordance with Article VIII, Section 2, of the Third Amended WRA Agreement from the Effective Date and during the Term of this Amended and Restated Operating Contract.

Section 1.3 Relationship and Scope. Operating Contractor shall be, and hereby is, engaged by WRA as the sole provider of Core Services and Integral City Services, as defined herein, to the WRA and as a provider of Support Services to WRA, as defined herein. In such capacity, Operating Contractor shall provide labor, services, materials, and supplies to operate the WRA and the WRA System, as provided in this Amended and Restated Operating Contract, and the full Cost of Service thereof shall be defrayed from WRA Operating Funds and Capital Funds as provided herein. Operating Contractor is also a Participating Community of the WRA with rights and obligations under the WRA Agreement. Nothing contained herein shall expand or contract the rights or obligations of the Operating Contractor in its role as a Participating Community. The operation by the Operating Contractor of its own sanitary sewer system and its own storm water systems, shall not be governed by this Operating Contract, and shall not be supported by the Operating Funds or Capital Funds of the WRA. The WRA and the Operating Contractor shall, to the extent allowed by law, regulation, and court orders, procure and maintain separate NPDES permits for their respective systems.

Section 1.4 Independent Contractor. The relationship of Operating Contractor to WRA is that of an independent contractor. The services provided under this Amended and Restated Operating Contract shall be performed in accordance with good and accepted industry practices for wastewater operators similarly situated, subject to the limits imposed by the WRA Budget and shall also be subject to such other standards of performance as are provided herein. However, any such services shall not be considered engineering services, and nothing herein is intended to imply that Operating Contractor is to supply professional engineering services to WRA, unless specifically stated in this Amended and Restated Operating Contract or specifically hereafter agreed by the Parties to the contrary. This provision shall not, however, preclude Operating Contractor from providing services to the WRA under this Amended and Restated Operating Contract by means of professional engineers employed by Operating Contractor on its staff.

Section 1.5 Ownership and Responsibility. Except as otherwise explicitly provided in this Amended and Restated Operating Contract, or in the WRA Agreement, each Party shall, at all times, hold and own its respective properties. The properties owned by the WRA shall be defined by its asset records and shall include the properties transferred to the WRA by Participating Communities and all other assets acquired with WRA funds. Except as otherwise explicitly provided in this Amended and Restated Operating Contract, neither party assumes any responsibility for the obligations or liabilities of the other party, or their respective officers, officials, employees, agents, or outside contractors.

Section 1.6 No Effect on Collective Bargaining Agreement. Nothing in this Amended and Restated Operating Contract shall be deemed to supersede, replace, impair or limit any collective bargaining agreement between Operating Contractor and any bargaining unit now existing or hereafter arising.

Section 1.7 Effective Date. The “Effective Date” of this Amended and Restated Operating Contract shall be January 1, 2026 if the condition precedent in Section 1.1 of this Amended and Restated Operating Contract is satisfied on or before such date, or if the condition is not satisfied by such date the “Effective Date” shall be July 1, 2026 if the condition precedent in Section 1.1 of this Amended and Restated Operating Contract is satisfied on or before such date.

Section 1.8 Term. The term of this Amended and Restated Operating Contract, subject to the termination provisions set forth in Section 7.5 and Section 7.6 of this Amended and Restated Operating Contract, shall expire on June 30, 2038 (the “Term”). Not less than two years before the expiration of this Term, the Operating Contractor shall give notice to the WRA of its desire and commitment to extend the Term or to decline to extend the Term. If the Operating Contractor gives notice to extend the Term, then the WRA may: (i) agree to extend the Term under the same terms and conditions of this Amended and Restated Operating Contract for an agreed upon additional term of years; (ii) offer to negotiate new or additional terms and conditions to extend the Term; or (iii) decline such extension of the Term. WRA shall give notice of its decision on the proposed extension to the Operating Contractor within ninety (90) days of such notice, otherwise the Term shall end as provided herein. Should either Party decline to extend the Term, then the Parties shall promptly proceed to effect a transition as of the

expiration of the Term as provided in Section 1.9 of this Amended and Restated Operating Contract. The Parties further agree that this Amended and Restated Operating Contract may be terminated by mutual agreement. Nothing shall prevent the Parties from agreeing to an earlier termination or to an extension of the Term by further agreement in writing.

Section 1.9 Transition Upon Non-Extension. If the Term of this Amended and Restated Operating Contract is not extended as provided by Section 1.8, then, prior to the Expiration of the Term, Operating Contractor and the WRA will cooperate in good faith to establish a plan of transition to a successor operating contractor or to the WRA as a self-operating entity. Such transition plan shall include provisions to fully effectuate the appropriate implementation of all provisions respecting, or effective upon, termination of this Amended and Restated Operating Contract, including without limitation Section 7.7 of Article VII of this Amended and Restated Operating Contract. In order to provide for an effective transition, the WRA shall have the option to establish a short-term extension of this Amended and Restated Operating Contract for a period not to exceed twelve (12) months from the expiration date by written notice to the City Manager of the Operating Contractor not later than six (6) months before the expiration date.

Section 1.10 Definitions and Precedence. Except as otherwise defined in this Amended and Restated Operating Contract, the capitalized terms used herein that are defined in the WRA Agreement shall have the meanings as defined in the WRA Agreement. This Amended and Restated Operating Contract and the WRA Agreement shall be construed to be consistent to the maximum extent possible, but in the event of an irreconcilable conflict between this Amended and Restated Operating Contract and the WRA Agreement, the provisions of the WRA Agreement shall control the contractual obligations between the Parties.

ARTICLE II. OPERATING CONTRACTOR DUTIES AND SCOPE OF SERVICES

Section 2.1 Scope and Categories of Service. The scope of services and duties to be provided and performed by Operating Contractor are set forth in this Article II, including:

- (a) Core Services are the services as defined in Section 2.3 of this Amended and Restated Operating Contract and provided by a distinct unit of persons employed by the Operating Contractor who are primarily funded by the WRA and devote all, or substantially all, of their efforts to Operation, Maintenance, and Management of the WRA and the WRA System as set forth in Division 1.
- (b) Integral City Services are the integral services as defined in Section 2.12 of this Amended and Restated Operating Contract provided to the WRA by other functional units within Operating Contractor's organizational structure during the Term of this Amended and Restated Operating Contract because they are intertwined with, inseparable from, and fundamental to, the proper provision of the Core Services to the WRA by the Operating Contractor as set forth in Division 2.

- (c) Support Services are other enumerated categories of services, as defined in Section 8.47 of this Amended and Restated Operating Contract, to be provided to the WRA by other functional units within Operating Contractor's organizational structure to support the WRA for reasons of current efficiency and convenience as set forth in Division 3 through Division 11 of this Article II. Support Services provided by Operating Contractor under Division 3 through Division 11 of this Article II are not exclusive, but may be obtained by the WRA through employees within the WRA Core Operating Unit, as Integral City Services, or from outside vendors.
- (d) The specific services provided as Core Services under Division 1, as Integral City Services under Division 2, and as Support Services under Division 3 through Division 11, shall be further defined and specified in greater detail by Side Letter of Agreement. The parties may from time to time review the scope of services provided in each category and may re-define the scope of service or re-allocate responsibilities among such categories on a short term or long term basis by revised Side Letter of Agreement.

The scope of services and duties as defined herein shall extend to all existing activities and operations of the WRA and all operations of the WRA System as now existing and constituted, and to all activities and operations arising in the future within the full scope of the powers and purposes of the WRA under the WRA Agreement. No provision of this Amended and Restated Operating Contract shall be construed or applied to restrict or preclude the WRA from the full exercise of the powers of the WRA under the authority of the Board.

Division 1 WRA Core Operating Unit and Core Services.

Section 2.2 WRA Core Operating Unit. The Operating Contractor shall establish and maintain an operating unit within its organizational structure to consist of employees who devote all, or substantially all, of their efforts to the services to be provided to the WRA under this Division 1 or are otherwise fully funded by the WRA Budget (the "WRA Core Operating Unit"). Such employees may be full- or part-time. The number of employee positions within the WRA Core Operating Unit shall be adequate to provide the required services and shall be defined annually in the WRA Budget. The WRA Director shall be the head of the WRA Core Operating Unit, except as otherwise provided in Section 3.2 of this Amended and Restated Operating Contract. The WRA Core Operating Unit shall conduct the operation of the WRA and the WRA System with services from other Operating Contractor functional capabilities and units as Integral City Services as defined in Division 2 or as Support Services as set forth in Division 3 through Division 11 of this Article II, inclusive as provided in such Divisions or on an as needed basis as the Parties may agree by Side Letter of Agreement.

The WRA Director and staff within the WRA Core Operating Unit are authorized to act on behalf of the WRA in performing Core Services in the proper scope of their respective assigned duties, subject to the Policies adopted by the Board that are existent at the time of the adoption of this Amended and Restated Operating Contract or subsequently adopted Policies that are not

inconsistent with this Amended and Restated Operating Contract, and (i) in the case of the WRA Director, subject to the direction of the Board and the City Manager of the Operating Contractor as provided in Article III of this Amended and Restated Operating Contract; and (ii) in the case of other staff, subject to the direction of the WRA Director unless Section 3.2 of this Amended and Restated Operating Contract applies. No person within the WRA Core Operating Unit shall have authority to bind the WRA by contract except as provided by motion, resolution or Policy adopted by the Board or by specific provision in this Amended and Restated Operating Contract.

Section 2.3 Core Services and Integral City Services.

- (a) The Operating Contractor shall provide Core Operational Services, Core Financial Services, Core Procurement Services, Core Engineering Services, Core Information Technology Services, Core Human Resources Services, and Miscellaneous Core Services as defined and set forth in Section 2.4 through Section 2.11 of this Amended and Restated Operating Contract by means of, and through, the WRA Core Operating Unit. All services performed within the WRA Core Operating Unit are collectively referred to herein as “Core Services”. The descriptions, enumerations and listing of Core Services as set forth in this Division I are intended to set forth the minimum intended scope of the Core Services to be provided by the Core Operating Unit but shall not be deemed to limit or exclude the provision of other services within the capabilities of the Core Operating Unit under the WRA Budget, nor to otherwise restrict the scope of operations of the WRA and the WRA System under the WRA Agreement.
- (b) In addition to the Core Services, the Operating Contractor shall also provide the Integral City Services as defined and set forth in Division 2 of this Amended and Restated Operating Contract through its functional capabilities outside the WRA Core Operating Unit.

Section 2.4 Core Operational Services. The Operating Contractor shall use its best efforts, in a manner consistent with, and in accordance with, the WRA Budget to operate, maintain and manage the WRA as an entity operating under the terms of the WRA Agreement and to operate the WRA System by means of the WRA Core Operating Unit (the “Core Operational Services”). Such efforts shall include, without limitation, the services required to: (i) operate, maintain and manage the WRF so that effluent discharged therefrom is in conformance with the NPDES permit, the Clean Water Act, and any other applicable federal, state or local laws, rules or regulations, permit or license requirements, or judicial and regulatory orders or decrees; (ii) operate, maintain and manage the WRA’s Wastewater Collection and Conveyance System in compliance with all applicable federal, state or local laws, rules or regulations, permit or license requirements, or judicial and regulatory orders or decrees, including the performance of routine cleaning, maintenance and repair as necessary to maintain an obstruction free WRA System and to maintain designed flow capacities in the System; (iii) operate, maintain, and manage the other core functions of the WRA including disposal of solids, the industrial pre-treatment program and disposal services, the creation, handling, and treatment of biogas, renewable natural gas, and recovered phosphorous, laboratory testing and sampling, and other services in compliance with

all applicable federal, state or local laws, rules or regulations, permit or license requirements, or judicial and regulatory orders or decrees; and (iv) other financial, technical, procurement, administrative, and other services performed within the WRA Core Operating Unit as described in this Division 1.

Section 2.5 WRA Core Finance Unit. The WRA Core Finance Unit shall include employees within the WRA Core Operating Unit who provide some of the budgeting, funds management, accounting, and other financial functions required for the operation of the WRA (the “WRA Core Finance Unit”). The number of employee positions within the WRA Core Finance Unit shall be adequate to provide the required services and shall be defined annually in the WRA Budget. The staff of the WRA Core Finance Unit shall be supervised by, and report to, the WRA Director.

Section 2.6 Core Financial Services. The Operating Contractor shall provide services with respect to management of the financial affairs of the WRA as an entity operating under the terms of the WRA Agreement through the employees within the WRA Core Finance Unit to the extent practicable within the capacity and capability of such employees (the “Core Financial Services”). The Core Financial Services shall include WRA Core Accounting & Finance Services and WRA Core Budget Preparation Services conducted by the WRA Core Finance Unit in coordination with the City’s Finance Director and the City’s Finance Department staff and as described and defined as follows:

- (a) WRA Core Accounting & Finance Services. The “WRA Core Accounting & Finance Services” shall mean and include the services of the WRA Core Finance Unit provided to implement the established system of WRA operating and capital accounts, for the purpose of recording, reconciling, and accounting for all WRA funds received, and for the purpose of recording, reconciling, and accounting for the expenditure of WRA funds by the Operating Contractor, including without limitation an Annual Financial Report for each WRA fiscal year.
- (b) WRA Core Budget Preparation Services. The “WRA Budget Preparation Services” shall mean and include the services provided by the WRA Core Finance Unit, acting on behalf of the Board, and in consultation with the WRA Finance Committee and the WRA’s outside financial advisors, to cause to be prepared and submitted to the Board and to the Participating Communities a proposed preliminary WRA Budget for each fiscal year in accordance with the terms of the WRA Agreement.

The WRA Budget shall be prepared utilizing a chart of accounts conforming to the Operating Contractor’s budgeting process, including major cost and revenue categories thereunder. The Operating Contractor may make such changes in its chart of accounts as it determines is necessary, provided that changes to major cost and revenue categories shall be presented to the Board for its consideration and approval prior to December 1st of any year prior to the fiscal year in which it intends to implement such changes. Upon request by the Board made prior to

December 1st of any year, the Operating Contractor shall make such changes in major cost and revenue categories in the WRA Budget as it is reasonably able to accommodate in the next fiscal year's WRA Budget, consistent with its established chart of accounts.

When arbitration of a proposed WRA Budget is requested by a Participating Community as provided in the WRA Agreement, the Operating Contractor shall respond to the arbitration request and shall cause WRA Core Operating Unit staff to be present at the arbitration hearing as required to explain and defend the proposed Budget. The WRA Board shall require its financial advisor to be present at the hearing as required to explain the proposed Budget and to give advice on its adoption.

Additional financial, accounting, and budget services shall be provided by the Operating Contractor either as Integral City Services under Division 2 or as Support Services under Division 5 of this Article II, or both.

Section 2.7 Core Procurement Services. The Operating Contractor shall provide procurement services through one or more employees within the WRA Core Operating Unit to the extent practicable within the capacity and capability of such employees (the "Core Procurement Services"). Core Procurement Services shall mean and include procurement services designated to be performed within the Core Operating Unit in accordance with the WRA Procurement Policy as adopted and modified from time to time by the Board (the "WRA Procurement Policy") to the extent such procurement activity can reasonably be performed within the WRA Core Operating Unit.

Additional procurement services shall be provided by the Operating Contractor as Support Services under Division 8 of this Article II.

Section 2.8 Core Engineering Services. The Operating Contractor shall provide engineering services to the WRA by means of employees within the WRA Core Operating Unit as required for the proper and efficient operation, administration, management, monitoring, maintenance, and improvement of the WRA System in compliance with regulatory requirements and this Amended and Restated Operating Contract to the extent practicable within the capacity and capability of such employees (the "Core Engineering Services").

Additional engineering services shall be provided by the Operating Contractor as Support Services under Division 4 of this Article II.

Section 2.9 Core Information Technology Services. The Operating Contractor shall provide information technology services to the WRA by means of employees embedded within the WRA Core Operating Unit that are related to: (i) ownership, operation, and maintenance of, and planning for, WRA-dedicated Information Technology systems as they currently exist or may be expanded under future approved WRA Budgets; and (ii) WRA's use of systems shared with the Operating Contractor's other functional units, as currently existing or hereafter arising (the "Core

Information Technology Services”). Core Operating Unit Information Technology employees shall perform all of the Information Technology tasks within their capabilities and available resources. Such tasks shall be conducted: (i) in accordance with goals and priorities set by the WRA Director, except to the extent that such goals and priorities conflict with or impair critical infrastructure cybersecurity requirements as set forth in Section 2.12(d) and 2.14 of this Amended and Restated Operating Contract and as determined by the Chief, or Deputy Chief, Information Officer of the Operating Contractor, including any required equipment updates and timely application of software updates and patches to the WRA-dedicated Information Technology systems; and (ii) with technical direction and work assignments set by, and with the support of, the Chief, or Deputy Chief, Information Officer of the Operating Contractor in coordination with the WRA Director’s priorities.

Additional Information Technology services shall be provided by the Operating Contractor either as Integral City Services under Division 2 or as Support Services under Division 10 of this Article II.

Section 2.10 Core Human Resources Services. The Operating Contractor shall provide human resources services to the WRA within the WRA Core Operating Unit to the extent practicable within the capacity and capability of such employees (the “Core Human Resources Services”).

Additional human resources services and directly related legal services shall be provided by the Operating Contractor as Integral City Services under Division 2 of this Article II or as Support Services under Division 3 and Division 6 of this Article II.

Section 2.11 Miscellaneous Core Services. The Operating Contractor shall provide other miscellaneous services not otherwise described in this Division 1 to the WRA by means of employees within the WRA Core Operating Unit to the extent practicable within the capacity and capability of such employees (the “Miscellaneous Core Services”).

Additional miscellaneous services shall be provided by the Operating Contractor as Miscellaneous Support Services, under Division 11 of this Article II.

Division 2 Integral City Services.

Section 2.12 Integral City Services. The Operating Contractor shall provide the services to the WRA that the parties agree are integral to the provision of the Core Services and, as a result, must be provided exclusively to the WRA by the Operating Contractor through other functional units within Operating Contractor’s organizational structure because they are intertwined with, inseparable from, and fundamental to: (i) the management and support of Operating Contractor’s employees providing the Core Services; (ii) the operation or security of shared Information Technology systems; or (iii) the functioning of finance, accounting, and treasury activity (the “Integral City Services”). Such Services may be defined in detail by Side Letter of Agreement and shall include the following categories of service:

- (a) Human resources functions, including without limitation, payroll services relating to employees providing Core Services;
- (b) Labor relations, including collective bargaining;
- (c) Legal services related to human resources, labor relations, employees or employment, and tort liability or immunity provisions under Iowa Code Chapter 670 or the various provisions of federal law directly related to employees or employment, with Sections 2.25, 2.26, 2.27 and 2.28 of this Amended and Restated Operating Contract to apply to such Integrated City Services, provided that nothing in this agreement shall prohibit the Operating Contractor from defending its employees, officers or agents;
- (d) Information Technology services essential to the proper operation or security of the Operating Contractor's Information Technology systems, including services generally regulating the use by WRA of Information Technology systems that are not exclusively utilized by the WRA only and services with respect to WRA-dedicated Information Technology systems as set forth in Section 2.14 of this Amended and Restated Operating Contract;
- (e) Finance and accounting services arising from the overlapping and codependent nature of decision making, record keeping and transaction processing for the WRA as respectively performed by the WRA Core Finance Unit and the City's Finance Department; and
- (f) Treasury Services, as set forth in, and subject to, Section 2.13 of this Amended and Restated Operating Contract.

The descriptions, enumerations and listing of services as set forth in this Section 2.12 are intended to set forth the minimum intended scope of the Integral City Services to be provided by the Operating Contractor, but shall not be deemed to limit or exclude the provision of other services within the capabilities of the Operating Contractor to the extent such services are not otherwise provided to the WRA as Core Services, as Support Services, or from outside vendors.

Section 2.13 WRA Funds, Investments, and Treasury Functions. Upon appointment by the WRA Board, the Des Moines City Treasurer shall act as WRA Treasurer, and shall deposit WRA funds, including funds collected from Participating Communities, into Operating Contractor accounts or invest such funds as a part of the invested funds of the Operating Contractor, as appropriate, pursuant to Policies governing investment adopted by the Board, and in accordance with the laws of the State of Iowa. The Board, after consultation with the Operating Contractor and the WRA's auditor, may at any time, direct: (i) the deposit of all or any of its funds in separate accounts or in accounts in its own name; (ii) the investment of funds in its own name; or (iii) both, but until such direction is given, Operating Contractor shall, with the assistance of staff in the WRA Core Finance Unit, provide the services required to deposit, disburse, invest, and manage any of WRA's funds held in Operating Contractor's accounts or name. Should the Board direct that such funding be transferred to separate accounts not administered by the Operating Contractor, the Board shall pay all costs related to payroll and operations caused by the Operating Contractor advancing any funds while awaiting reimbursement.

Section 2.14 WRA-Dedicated Information Technology Systems. To the extent WRA-Dedicated Information Technology systems continue to be interconnected with, or supported by, Operating Contractor's non-WRA Information Technology systems, Integral City Services will include authority over and responsibility for (i) system architecture of WRA-dedicated Information Technology systems; (ii) cybersecurity of WRA-dedicated Information Technology systems; and (iii) management of the operation of the WRA-dedicated Information Technology systems insofar as they affect the operation or security of Operating Contractor's own Information Technology systems.

Section. 2.15 Authority. The Operating Contractor may act in its own name in performing Integral City Services and is authorized to act on behalf of the WRA in performing the City Integral Services, subject to the Policies adopted by the Board, only to the extent required to perform the Integral City Services. Operating Contractor shall have no authority to bind the WRA by contract with respect to City Integral Services except as provided by motion, resolution or Policy adopted by the Board or by specific provision in this Amended and Restated Operating Contract.

Section 2.16 Limitation. Integral City Services are not subject to adjustment or elimination under Section 4.2 of Article IV or Section 7.1 of Article VII of this Amended and Restated Operating Contract without the mutual agreement of the parties or as otherwise provided by Side Letter of Agreement.

Division 3 Human Resources Support Services.

Section 2.17 Provision of Human Resources Services. In addition to the Integral City Services, the Operating Contractor shall provide other human resources services to the WRA through the City of Des Moines Human Resources Department as to City of Des Moines employees providing services for the WRA, consistent with its practices for its employees generally.

Section 2.18 Support of Direct Employment of WRA Director by WRA. If requested by the Board, the Operating Contractor shall also provide human resources services to the WRA through the City of Des Moines Human Resources Department as to a WRA Director directly employed by the WRA so long as the Board has adopted Operating Contractor's Human Resources policies and procedures to govern the provision of such Human Resources Support Services regarding the WRA Director directly employed by the Board.

Section 2.19 Status of Existing City of Des Moines Employees; Collective Bargaining. Except as otherwise provided herein as to the WRA Director, the persons who are now or hereafter employed by Operating Contractor in support of the WRA System, including without limitation employees within the WRA Core Operating Unit are, and shall continue to be, employees of the City of Des Moines, and all applicable collective bargaining agreements for such employees shall continue in full force and effect. The City of Des Moines, as Operating Contractor, shall thereafter negotiate the terms of, and shall cause to be executed, any modified or successor collective bargaining agreements with such employee bargaining groups as it

determines necessary and consistent with applicable public bargaining law to continue operations under this Amended and Restated Operating Contract.

Division 4 Engineering and Public Works Support Services.

Section 2.20 Provision of Services and Support for WRA Improvements and Other Engineering Requirements. The Operating Contractor shall provide engineering support services and resources to the WRA Core Operating Unit (“Engineering Support Services”) including without limitation the following:

- (a) Manage and maintain WRA data in the City of Des Moines Engineering Database and Geographical Information System (GIS).
- (b) Provide processing and distribution assistance with public bidding and contract documentation in connection with WRA Improvements.
- (c) Provide real estate acquisition and real estate disposal assistance to WRA Core Operating Unit staff as needed including, but not limited to, obtaining appraisals as requested, assisting with eminent domain procedures, processing closings and processing payment for acquisition of WRA acquired property interests.
- (d) Make Operating Contractor’s City Engineer available to serve as jurisdictional engineer under WRA Improvement contracts on an as needed, as requested, and as available basis.

Section 2.21 Provision of Services and Support for Operations and Maintenance. The Operating Contractor shall provide services, resources, and support to the WRA Core Operating Unit through the City of Des Moines Department of Public Works for operations and maintenance as on an as needed, as requested, and as available basis or as provided by Side Letter of Agreement.

As a matter of mutually efficient use of sharable resources, staff within the WRA Core Operating Unit may perform certain services to support Des Moines Municipal Operations and Maintenance Activity for the direct benefit of the Operating Contractor only, including without limitation: (i) snow removal on call of the City of Des Moines Director of Public Works to be billed to, and paid from, the City of Des Moines funds; (ii) corrective maintenance at City of Des Moines Sanitary and Storm Pump stations, consisting of HVAC, electrical, and mechanical work, and other work that does not impair the operational needs of the WRA System as requested by the City of Des Moines through work orders. Such work will be billed to, and paid from, appropriate City of Des Moines funds as provided in Section 6.13 of Article VI of this Amended and Restated Operating Contract. Des Moines Municipal Operations and Maintenance Activity performed by the WRA Core Operating Unit shall be reported to the Board annually.

Division 5 Finance Support Services.

Section 2.22 Finance Support Services. The Operating Contractor shall provide services with respect to management of the financial affairs of the WRA through the staff of Operating Contractor’s Finance Department including accounting, budgeting, and treasury support services

(“Finance Support Services”) in coordination with Core Finance Services and in addition to the Integral City Services.

Division 6 Legal Support Services.

Section 2.23 Provision of Legal Support Services by Operating Contractor. The Operating Contractor shall provide legal services as a part of the Integral City Services as set forth in Division 2 of Article II of this Amended and Restated Operating Contract and shall also provide other legal services as Support Services to and for the benefit of the WRA by means of the City of Des Moines Legal Department as provided by Side Letter of Agreement.

Section 2.24 Board’s Discretion to Obtain Outside Legal Services. Notwithstanding the foregoing, the Board reserves the right to obtain legal advice and representation from other sources in all instances in which it determines that it would be in the best interest of the WRA to do so, including, without limitation: (i) legal advice and representation from the Primary Outside Counsel currently engaged by the Board, and any successor thereto; and (ii) legal advice and representation from any Special Outside Counsel engaged by the Board as it deems necessary and appropriate. Provided, however, that the role of Primary Outside Counsel and the role of any Special Outside Counsel in matters requiring legal services included as Integral City Services shall be limited to advising the WRA and the Board, or otherwise representing their separate interests.

Section 2.25 Operating Contractor to Advise Board Regarding Claims. The Operating Contractor will timely advise the Board, and the WRA’s Primary Outside Counsel, with respect to claims asserted and causes of action brought against the WRA where the Operating Contractor provides legal representation to the WRA for which WRA shall be financially responsible and that involve: (i) cases seeking only monetary damages, claim amounts in excess of a threshold set by Board Policy, as established and revised from time to time; or (ii) any claims for relief other than monetary damages. Such reports shall be made in a manner that protects attorney client privilege and attorney work product.

Section 2.26 Conflict of Interest and Multiple Representation. The Operating Contractor will timely advise the Board, and the WRA's Primary Outside Counsel, of any conflict of interest or potential conflict of interest in the Operating Contractor's provision of legal services to WRA. Whenever any legal matter gives rise to conflicting interests among and between the WRA, the Operating Contractor, and any employees of either, the Parties shall be jointly or separately represented by the City of Des Moines Legal Department, the WRA's Primary Outside Counsel, and by any Special Outside Counsel selected by the Board as circumstance may require. Provided, however, that in any matter requiring legal services included as Integral City Services, no Special Outside Counsel shall be selected by the Board without the approval of the Des Moines City Attorney. Whenever the WRA is represented by both the City of Des Moines Legal Department and by either Primary Outside Counsel or Special Outside Counsel, or both, as to any matter, the WRA and Operating Contractor shall be subject to a joint defense or joint representation agreement, which may be a standing agreement or a separate agreement as each circumstance may warrant.

Section 2.27 Operating Contractor's Settlement Authority. With respect to claims and causes of action for monetary damages brought against the WRA, where the Operating Contractor provides legal representation to the WRA, the Operating Contractor, acting through the Des Moines Legal Department, shall have authority to settle or accept a monetary settlement thereof, and to sign, or authorize the WRA Director to sign, settlement agreements and releases on behalf of the WRA, provided that the amount of the settlement payments in any claim or case does not exceed a threshold set by a Policy, adopted by the Board and revised from time to time. No settlement that provides any affirmative relief other than monetary damages may be approved by the Operating Contractor without the express prior authorization of the Board.

Section 2.28 Reallocation of Responsibility for Legal Services. The parties will from time to time review the respective services provided by Primary Outside Counsel retained by the WRA and by the City of Des Moines Legal Department as Integral Services or Support Services under this Division 6 and re-allocate responsibilities between WRA's Primary Outside Counsel and the City of Des Moines Legal Department on a short term or long term basis by Side Letter of Agreement.

Division 7 Police and Fire Protection, Hazardous Materials Response and Ambulance Services.

Section 2.29 Police and Fire Protection Services for WRA Facilities in Des Moines. The Operating Contractor shall provide police and fire protection services to WRA facilities located within the City of Des Moines through the Des Moines Police and Fire Departments. The PILOT Charge shall be deemed to cover the Cost of Service related to such services without regard to their actual cost.

Section 2.30 Ambulance Services for WRA Facilities in Des Moines. The Operating Contractor shall provide ambulance service to WRA facilities located within the City of Des Moines, when required, through the Des Moines Fire Department. Individual patient EMS Services will be billed in accordance with Des Moines Fire Department Policy. Operating

Contractor employees treated or transported while working for the Operating Contractor will not receive a bill. The PILOT Charge shall otherwise be deemed to cover the Cost of Service related to such services without regard to their actual cost.

Section 2.31 Hazardous Materials Response Services for WRA Facilities. To the extent WRA facilities located within Des Moines, or any other Participating Community, require hazardous materials response services, the Operating Contractor shall provide services through the Des Moines Fire Department's hazardous materials regional team. Such services shall be billed to the WRA on the same basis as other service recipients and shall be paid as Direct Expenditures.

Division 8 Procurement Support Services.

Section 2.32 Procurement of Goods and Services by Procurement Division. The Operating Contractor shall, through the Procurement Division of the City of Des Moines Finance Department, provide procurement services as needed by WRA for the procurement of goods and services, or both, for WRA Improvement Projects, or for the operation, maintenance and management of the WRA System to the extent such services are not provided within the WRA Core Operating Unit or to the extent otherwise requested by the WRA Director to support procurement efforts conducted within the WRA Core Operating Unit pursuant to the WRA Procurement Policy ("Procurement Support Services"). This Division 8 shall not apply to the procurement of professional engineering services or to procurement activities conducted within the Core Operating Unit.

Section 2.33 Procurement Standards. The Operating Contractor shall, to the extent requested, procure goods and services, or both, under this Division 8, utilizing the established procurement authorities, procedures, and practices, pursuant to, or as provided in, the Operating Contractor's Procurement Ordinance (Chapter 2, Article V, Division 3, Subdivision V of the Des Moines City Code, the "Des Moines Procurement Ordinance") as amended from time to time, or in procurement policies adopted pursuant thereto to, as amended from time to time, but with the WRA Board to have and exercise the powers of the City Council as provided in the Des Moines Procurement Ordinance and the WRA Director to have and exercise the powers of the City Manager as provided therein, including but not limited to, powers relating to bidder and proposer appeals. Any provisions of the Des Moines Procurement Ordinance relating to the giving of a preference for local goods and services shall not apply to the procurement of goods and services by or on behalf of the WRA, but the WRA Board may in its discretion develop its own policy with respect to the giving of a preference for local goods and services. The Operating Contractor's procurement administrator shall advise potential bidders and proposers of any such policy adopted by the WRA Board and shall apply such preference in the selection and recommendation of goods or services procured by or for the WRA.

Notwithstanding the foregoing provisions, and in addition thereto, the Board may modify the WRA Procurement Policy from time to time. The WRA Procurement Policy may adopt any Des Moines City Code provisions concerning procurements by reference, or may modify or replace such provisions in whole or in part, or may adopt any other procurement policies, procedures and standards that are consistent with any applicable state or federal law; provided, however, that if

the Board adopts a WRA Procurement Policy differing from the City's Code and processes, the Operating Contractor may decline to provide any one or more Procurement Support Services that are governed by the WRA Procurement Policy.

Division 9 Risk Management Support Services and Procurement of Insurance Coverage.

Section 2.34 Risk Management Support Services. The Operating Contractor shall provide risk management services to the WRA through its risk management staff, and with the assistance of Operating Contractor's outside insurance and risk management advisers, to assist, advise, and support the Board, the WRA Director, and the WRA Insurance Sub-Committee with respect to the management of the risks arising from the ownership and operation of the WRA System ("Risk Management Support Services").

The Risk Management Support Services required by the WRA will be determined by the WRA Director in consultation with the Board, the WRA Insurance Sub-Committee, and the WRA's outside advisors.

Section 2.35 WRA Advisors. Other Sections in this Division notwithstanding, the WRA may choose to retain its own third-party insurance agent or broker and purchase coverages not provided by the Operating Contractor or intended to supplement any coverage purchased by the Operating Contractor.

Section 2.36 Operating Contractor to Purchase Workers' Compensation Insurance. The Operating Contractor shall purchase Workers' Compensation Excess Coverage Insurance to cover Operating Contractor's employees who perform work associated with the Operating Contractor's responsibilities as Operating Contractor to the WRA.

Section 2.37 Operating Contractor Procurement of Other Insurance for WRA System Properties and Operations. With the assistance, upon request, of any or all of the Operating Contractor's risk management staff, Operating Contractor's insurance and risk management advisers, and WRA's retained insurance and risk management advisers, and in consultation with WRA's Insurance Subcommittee, the Operating Contractor shall, in addition to coverages specifically enumerated herein, purchase such insurance coverages as are approved by the Board on behalf of the WRA and the Operating Contractor against risks as may be customary for reasonable operation of facilities such as the WRA System. The determination of the risks to be covered, insurance limits, deductibles and other details of coverage shall be made in light of a cost and benefits analysis and consideration of any other factors deemed important by the Board.

Such coverage shall be placed through one or more insurance companies or local government risk pools authorized by Iowa Code Chapter 670.7 with Operating Contractor or WRA, or both, as named insureds, joint insureds, or additional insureds as may be advisable and with loss payee provisions to cover and protect the respective interests of the parties.

Such other coverages shall be considered annually as part of the placement of the other coverages specifically enumerated herein.

Division 10 Information Technology Support Services.

Section 2.38 Information Technology Support Services. The Operating Contractor shall provide all required Information Technology support services, to the extent such services are not otherwise provided by the WRA Core Operating Unit or as Integral City Services under Division 2 (“Information Technology Support Services”). Information Technology Support Services shall be provided through the City of Des Moines Information Technology Department on an as needed basis to maintain all Information Technology systems to properly operate and maintain all of WRA’s Facilities, or through such independent contractors as the Operating Contractor may select.

Section 2.39 Third Party Vendors. Information Technology Support Services may be provided by a third party vendor under Division 10 only if such Information Technology Support Service is shared between the WRA and one or more non-WRA functions of the Operating Contractor, it being the intent of the parties that any third party vendor providing Information Technology Support Services only to the WRA shall be obtained by direct contract with the WRA. However, no vendor contract will be permitted that: (i) impairs Operating Contractor’s authority over, or operational direction of, or architectural standards for, Operating Contractor’s Information Technology systems; or (ii) causes or permits a third party vendor to utilize, administer, or make changes to Operating Contractor’s Information Technology systems without the approval and consent of the Operating Contractor’s Chief or Deputy Chief Information Officer.

Division 11 Other Miscellaneous Support Services.

Section 2.40 Miscellaneous Support Services. The Operating Contractor shall provide other miscellaneous support services not provided as Core Services or otherwise described in Division 3 through Division 10 of this Article II to the WRA or by Side Letter of Agreement on an as-needed and as-available basis to support the proper functioning of the WRA and the WRA System to include all such services as provided as of the Effective Date or as may be subsequently requested by the Board or the WRA Director on a short term or long term basis and that Operating Contractor may reasonably be able to provide (the “Miscellaneous Support Services”).

Division 12 Scope and Authority for Support Services; Board Right to Obtain Third Party Consultant Services.

Section 2.41 Scope of Support Services. The descriptions, enumerations and listing of Support Services as set forth in Division 3 through Division 11 are intended to set forth the minimum intended scope of the Support Services to be provided by the Core Operating Unit, but shall not be deemed to limit or exclude the provision of other services within the capabilities of

the Operating Contractor to the extent such services are not otherwise provided to the WRA as Core Services, as Integral City Services, or from outside vendors.

Section 2.42 Authority for Support Services. The Operating Contractor may act in its own name in performing Support Services and is authorized to act on behalf of the WRA in performing the Support Services, subject to the Policies adopted by the Board referenced in Section 4.3 of this Amended and Restated Operating Contract and the direction of the Board, only to the extent required to perform the Support Services. Operating Contractor shall have no authority to bind the WRA by contract with respect to Support Services except as provided by motion, resolution or Policy adopted by the Board or by specific provision in this Amended and Restated Operating Contract.

Section 2.43 Third Party Services. Nothing contained in this Article II shall be deemed to exclude or impair the right or ability of the Board to separately engage and utilize the services of third parties in areas of Support Services provided by the Operating Contractor. Operating Contractor and its employees will reasonably cooperate and work with such third parties as needed to allow such retained third parties to perform such engagements.

ARTICLE III. WRA DIRECTOR

Section 3.1 Employment of WRA Director. Unless otherwise directed by the Board, Operating Contractor shall employ a person to serve as the WRA Director as defined by and in accordance with the WRA Agreement. The WRA Director shall be the Chief Executive Officer and Chief Administrative Officer of the WRA as an entity, as provided in the WRA Agreement, and in such capacity shall report directly to the Board. The salary and benefits paid to the WRA Director shall be set by the Board with due consideration by the Board of the Operating Contractor's Salary Administration Guidelines in effect at the time of the Board's decision. The WRA Director shall also be the head of the WRA Core Operating Unit, as provided in this Amended and Restated Operating Contract, and in such capacity shall report to the City Manager of the Operating Contractor, or to his or her specific designee. If the Operating Contractor believes a newly appointed WRA Director requires technical training and supervision in the discharge of duties related to the operation of WRA Systems or training in the processes and procedures of the Operating Contractor, it may request the Board to approve a period of at least twelve (12) but not to exceed twenty-four (24) months, as the parties agree at the time of appointment, based upon the newly-hired WRA Director's demonstrated capability, expertise, and experience, during which the newly hired WRA Director shall also report to the Operating Contractor's Director of Public Works for the purposes of training and professional development, and the Board shall grant such request unless the Board finds the request to be unsupported in view of substantial qualifications and experience of the newly hired WRA Director, including familiarity with all Operating Contractor processes and procedures that make such period of reporting unnecessary.

In the absence of the appointment of the WRA Director by the Board as provided in the WRA Agreement, an interim director of WRA operations shall be appointed by the Operating

Contractor, in consultation with the Board. The person so appointed as interim director of WRA operations shall serve until a new WRA Director is appointed by the Board.

Section 3.2 Contingency If WRA Director Not an Employee. If the Board elects to appoint a WRA Director that is not employed by Operating Contractor, such person shall not serve as the direct head of the WRA Core Operating Unit, and the Operating Contractor shall in its sole discretion appoint a qualified person to act as the chief operating officer of the WRA Core Operating Unit who shall be, or will become, an employee within the WRA Core Operating Unit and who shall discharge the responsibilities assigned to the WRA Director under this Amended and Restated Operating Contract relative to the day-to-day operation of the WRA System. Section 3.4 of this Article III shall not apply to such person. If the WRA Director is not an employee of the Operating Contractor, the WRA Director shall not provide direct supervision of the day-to-day operation of the WRA System, but may provide input, suggestions to, and requested action from, the person serving as chief operating officer of the WRA Core Operating Unit.

Section 3.3 Employment and Termination of WRA Director. The provisions of the WRA Agreement shall govern the process for employment and termination of the WRA Director, with such process to be conducted in accordance with Operating Contractor's general employment policies to the extent such policies do not conflict with the WRA Agreement. Nothing contained in this Amended and Restated Operating Contract shall be deemed to be a contract of employment in favor of the WRA Director enforceable against the WRA or the Operating Contractor. Without limiting the generality of the foregoing, Section 3.4 of this Article III is a provision for the benefit of the WRA only and is enforceable only by it.

Section 3.4 Independence and Conflict Resolution. The WRA Director shall be the highest ranking executive officer of the WRA with responsibilities to the WRA as an entity, and to the Board as its governing body, and may also be an employee of the Operating Contractor with responsibilities to implement contracted services provided to the WRA by the Operating Contractor under this Amended and Restated Operating Contract. The Parties recognize the uniqueness of the hybrid relationship created by the dual roles of the WRA Director, and recognize that the dual roles of the WRA Director may from time to time give rise to conflicts between the duties of the Director to the WRA and to the Operating Contractor, and shall mitigate such conflicts by: (i) guaranteeing a right of free communication; (ii) establishing a process to resolve conflicts; and (iii) providing certain protections to the WRA Director in the following respects and particulars:

- (a) The Parties agree that free communication between the WRA Director and the Board, and its Committees and Officers is essential to the functional and productive working relationship among them and to the proper functioning of the WRA. To assure a high level of disclosure and independence in that communication, the Parties agree that the WRA Director shall have the free, unrestricted rights at any and all times: (i) to provide information and otherwise report directly to the WRA Board on all matters coming within the scope of the WRA Board's duties and to provide information and otherwise report directly to

the Operating Contractor's City Manager on all matters concerning the City's performance as Operating Contractor; (ii) to provide information and unbiased professional opinions to the WRA Board, and its Committees and Officers; and (iii) to conduct unrestricted, free, and open day to day communication with the WRA Board and its Committees and Officers.

- (b) The Parties also adopt the following process (the "Director Process") which shall apply if the WRA Director reasonably and in good faith believes that he or she has been directed or encouraged, whether expressly or impliedly, to take any action or refrain from taking any action that he or she believes is not consistent with any important interests of the WRA, whether in WRA operations, communication with the WRA or its members, communication with the WRA Board or its members, or any other matter related to the WRA and the Board:
 - (i) Before the Director invokes the Director Process, the WRA Director shall submit a written report concerning the underlying situation and suggested resolutions to the Operating Contractor's City Manager. However, the WRA Director is not required to submit a written report if he or she reasonably believes the underlying situation is already known to the Operating Contractor's City Manager or that an emergency is involved that makes time of the essence and a report would delay resolution of the emergency.
 - (ii) If the written report does not resolve the underlying situation to the satisfaction of the WRA Director, then at such time that the WRA Director determines that he or she should invoke the Director Process, the WRA Director shall notify the WRA Chair and Vice-Chair and the City Manager of the need to invoke the Director Process.
 - (iii) At the earliest practicable moment, the WRA Director, WRA Chair and WRA Vice-Chair shall meet with the City Manager and any support staff the City Manager may bring to discuss the need to invoke the Director Process, the situation(s) underlying the invocation of the Director Process, all facts and circumstances related thereto and any and all possible resolutions to address the underlying situation(s).
 - (iv) If the WRA Director, WRA Chair, WRA Vice-Chair and the City Manager are able to reach consensus on a satisfactory resolution, then the resolution shall be executed and the matter shall close.
 - (v) If the WRA Director, WRA Chair, WRA Vice-Chair and the City Manager are unable to reach consensus on a satisfactory resolution, then the WRA Chair and WRA Vice-Chair shall bring the inability to reach consensus to the WRA Executive Committee which shall then make a determination on how next to proceed, which may include referral of the issue to the Board for possible Board action.
- (c) Operating Contractor shall not retaliate in any manner against the WRA Director for communication with the WRA Board or its Committees or Officers or for any

invocation of the Director Process. For purposes of this Section, “retaliate” shall be defined broadly to include adverse employment action such as termination, suspension, negative compensation effects, substandard evaluations, or work assignments that are substantially different from those included in the job description for the Director. The Operating Contractor may not discharge, threaten, or otherwise discriminate against the Director regarding the Director’s compensation, terms, conditions, location, or privileges of employment because of communications permitted hereunder or the invocation of the Director Process referenced herein. If the Director believes he or she is being retaliated against he or she will contact the WRA Chair and Vice Chair immediately.

- (d) The WRA Director shall not be entitled to protections under Subsection (c) if he or she is shown to be acting in bad faith and without regard to the vital interests of the WRA or is otherwise seeking to shield conduct that amounts to willful misconduct not in the best interest of the WRA, or a knowing violation of a rule or directive of the Operating Contractor’s City Manager where such directive is not inconsistent with WRA Policies referenced in Section 2.2 of this Amended and Restated Operating Contract or vital interests of the WRA. Except as expressly stated in Section 3 of Article VIII of the WRA Agreement, it is understood that the Director shall continue to be subject to the generally applicable employment policies, practices, and procedures of the Operating Contractor and that performance evaluations will continue regarding the Director’s professional competencies. The Operating Contractor shall promptly advise the WRA Board Chair and Vice-Chair of any adverse or disciplinary action it takes against the Director and shall provide access to its professional competence evaluations of Director to the Board Chair or Vice-Chair promptly upon request.
- (e) Nothing in this section shall be deemed or applied to restrict or impair the authority of Operating Contractor over the following matters: (i) civil rights claims and investigations; (ii) OSHA complaints, investigations, and litigation, (iii) unemployment claim matters; (iv) workers’ compensation matters; (v) collective bargaining agreements, resolution of employee grievances or other collective bargaining matters, or (vi) any other matter that Operating Contractor must undertake to fulfill its obligations under this Amended and Restated Operating Contract.

Section 3.5 Employment of WRA Deputy Director. Except to the extent the Board declines to have a WRA Deputy Director, the Operating Contractor shall employ a person to serve as the WRA Deputy Director as defined by, and in accordance with, the WRA Agreement. The WRA Deputy Director shall be appointed from among the employees of the Operating Contractor within the WRA Core Operating Unit as provided by the WRA Agreement, subject to the concurrence of the Operating Contractor’s City Manager. The WRA Deputy Director shall serve as chief deputy and chief of staff to the WRA Director and shall be authorized to act in the place of the WRA Director in his or her absence or incapacity. If the WRA Director is not an

employee of the Operating Contractor, the WRA Deputy Director may direct the day-to-day operation of the WRA System only if the WRA Deputy Director is also the chief operating officer of the WRA Core Operating Unit as provided by Section 3.2 of this Amended and Restated Operating Contract.

ARTICLE IV. ADJUSTMENT OF SERVICES AND OPERATING CONTRACTOR'S SPECIFIC AUTHORITIES AND STANDARDS OF SERVICE

Section 4.1 Review and Adjustment of Core and Support Services. The services to be performed by the Operating Contractor within the WRA Core Operating Unit under Division 1 of Article II of this Amended and Restated Operating Contract shall be subject to annual review and adjustment as part of the WRA Budget process by specific reference in the WRA Budget to any item categorized in Article II as a Core Service, Integral City Service or a Support Service. Adjustment shall be deemed to include moving any services, other than City Integral Services, to or from the WRA Core Operating Unit from or to Support Services under Article II of this Amended and Restated Operating Contract, or establishing new services within the WRA Core Operating Unit or as Support Services. Any such adjustments shall be effected and documented by Side Letter of Agreement.

Section 4.2 Use and Ownership of WRA System Properties. During the Term of this Amended and Restated Operating Contract, Operating Contractor shall have the right to use and occupy all of the properties, real, personal and mixed, owned by the WRA that comprise the WRA System, and that are now existing or hereafter constructed or acquired, for the purposes of the operation, maintenance or management of the WRA System under the terms of this Operating Contract. However, the Operating Contractor shall not by virtue of this Operating Contract acquire any ownership interest in the properties that comprise the WRA System, all of which shall remain the exclusive property of the WRA.

The Operating Contractor may use WRA-owned equipment, personal property and vehicles as provided in Section 2.21 of this Amended and Restated Operating Contract and for other Des Moines Municipal Operations and Maintenance Activity provided there is a written agreement between the WRA and the Operating Contractor that is executed by the WRA Director and the Operating Contractor's City Manager which sets forth the terms of the compensation for such use, with such use to be reported to the Board at least annually. Operating Contractor agrees to indemnify, defend and hold harmless the WRA from and against any and all claims, citations, suits, judgements, decrees, orders and the like, brought or obtained by persons or legal entities for liability for damage to property or for personal or bodily injury, including death, at any time resulting therefrom, which arises from the use by the Operating Contractor of WRA equipment, personal property and vehicles for Des Moines Municipal Operations and Maintenance Activity.

Section 4.3 Policies Adopted by the Board. The WRA and the WRA System shall be operated in accordance with, and in a manner consistent with, the Policies of the Board as adopted and in effect before January 1, 2026, as listed in Exhibit 1 hereto, together with the Policies adopted by the Board to be effective as of the Effective Date as listed in Exhibit 2 hereto, without regard to whether any such Policies are specifically referred to, or mentioned in,

the body of this Amended and Restated Operating Contract. Such Policies may subsequently be revised from time to time by the Board, and additional Policies may be adopted and revised by the Board from time to time, provided that revised or additional Policies adopted by the Board shall not be effective to modify or contradict the terms of this Amended and Restated Operating Contract.

Section 4.4 Compliance With WRA Bond Resolution. The WRA and the WRA System shall be operated in accordance with, and in a manner consistent with, the resolutions adopted by the Board respecting Bonds issued by the WRA, from time to time, including but not limited to the Master Bond Resolution for so long as Bonds of the WRA remain outstanding thereunder.

Section 4.5 Security and Resilience of the WRA System. The WRA System shall be operated in accordance with the requirements, recommendations, and guidance respecting infrastructure security and resiliency promulgated from time to time by the United States Environmental Protection Agency, the United States Department of Homeland Security, the Cybersecurity Infrastructure Security Agency, the Water Sector Coordinating Council, the Water Government Coordinating Council, and corresponding agencies of the State of Iowa, and the respective successors of such federal and state agencies during the Term of this Amended and Restated Operating Contract.

Section 4.6 Operating Contractor's Authority to Act in Emergency. In any emergency affecting the safety of persons or property, Operating Contractor shall act, at its discretion and without prior Board authorization, to prevent threatened damage, injury or loss. If the cost of such work cannot be covered within the existing operating provisions of the WRA Budget, the Operating Contractor may utilize Capital Funds, and may, if necessary, postpone other work in the Capital Improvement Program to cover the cost of such emergency work. The Operating Contractor shall notify the Board of any such emergency within five (5) days of its occurrence, excluding weekends and holidays. The Operating Contractor shall thereafter notify the Board of the corrective action taken, or proposed to be taken, by the Operating Contractor to address such emergency. If such corrective action is taken immediately upon discovery of the emergency, such notification shall be given within five (5) days after taking the corrective action, excluding weekends and holidays. If such corrective action is not immediately determined or is to be deferred, but not beyond the next regular Board meeting, the Operating Contractor shall notify the Board of the proposed corrective action within five (5) days, excluding weekends and holidays, after determining the proposed course of action. For the purposes of this section, the duration of an emergency shall not extend beyond the next meeting of the Board, without an express authorization by the Board.

Section 4.7 Operating Contractor Authorized to Make and Collect Claims on Behalf of WRA. The WRA authorizes the Operating Contractor, with the concurrence of the WRA Director, to make such claims as it deems appropriate to obtain proceeds to cover damages or losses to the WRA System or otherwise incurred by the WRA or by the Operating Contractor that are covered by insurance, or to secure payment of damage claims against third parties by the WRA or the Operating Contractor. Such claims may be made in the name of the WRA, the Operating

Contractor, or both. The Operating Contractor will advise the WRA as to the initiation, progress and resolution of all claims that it makes as it relates to the WRA.

Section 4.8 Obtaining Required Permits for WRA Construction Projects. The WRA Director, the Operating Contractor, through staff of the Core Operating Unit, and/or any design consultant selected to design WRA Improvements, are each authorized to apply for all permits required for WRA Improvement Projects, and to obtain and execute such permits in the name of the WRA, including, but not limited to, DNR construction permits, storm water permits for construction, if required, and building permits from the local building authority, if required.

Section 4.9 Board May Assign Performance of Services to a Participating Community. In lieu of the Operating Contractor providing design services or procuring proposals for design services, procuring competitive proposals for construction, procuring proposals for appraisal services, and providing property acquisition services for any WRA Improvement Project to be undertaken in whole or in part within a particular Participating Community other than the City of Des Moines, the Board may itself perform those functions, or may assign the performance of some or all of those functions to that Participating Community, provided that said services shall be performed by such Participating Community in the manner set forth in the WRA's "Policy Regarding the Provision or Procurement of Design, Construction and Property Acquisition Services for WRA Improvement Project" as adopted by the Board and modified from time to time. A Participating Community performing some or all such services pursuant to Board authorization shall provide documentation of its actual costs of providing such services, and the Operating Contractor shall, upon verification of such costs, compensate such Participating Community for the cost of providing said services from the appropriate WRA Capital Improvement Program account.

Section 4.10 Standard of Service for Operational Services. Operating Contractor's obligations to provide Core Operational Services and other operational services as Integral City Services or as Support Services under this Amended and Restated Operating Contract shall be to operate and maintain the WRA System on behalf of WRA with the reasonable level of care, effort, and diligence as may be reasonably expected to enable WRA: (i) to meet the requirement imposed upon WRA's wastewater operations by law, regulation, permits and consent orders; and (ii) to meet the needs of the Participating Communities to the extent reasonably possible in view of the actual capacities and limitations of the WRA System under prevailing conditions, including without limitation the WRA Budget. The Operating Contractor's operations shall be deemed to meet this standard to the extent consistent with its existing practices and procedures as of the Effective Date with any changes required by changes in prevailing conditions, law or regulation.

Section 4.11 Standard of Service for Financial Services. The Core Financial Services and the financial service included as Integral City Services and as Financial Support Services under this Amended and Restated Operating Contract shall be provided utilizing a system which includes internal audit controls and management oversight, as well as current and secure technology and computer systems and shall be provided in such manner as to enable the WRA to function effectively and efficiently as a metro-wide utility, with reporting to the Board on a monthly and

annual basis that is sufficient for the Board to perform its responsibilities under the WRA Agreement.

Section 4.12 Standard of Service for Human Resources Services. The Core Human Resources Services and the human resources services included as Integral City Services and as Support Services under this Amended and Restated Operating Contract shall be provided in accordance with applicable laws and regulations governing the Operating Contractor and in the same manner as the Operating Contractor utilizes with respect to its other employees.

Section 4.13 Standard of Service for Engineering Services. The Core Engineering Services and the Engineering Support Services provided by the Operating Contractor under this Amended and Restated Operating Contract shall be provided in accordance with applicable laws and regulations governing the Operating Contractor and in the same manner as the Operating Contractor utilizes for its own operations. The standard of care for all engineering services performed or provided by the Operating Contractor shall be to provide such services with the same care and skill ordinarily used by professionals practicing under similar circumstances, at the same time and in the same locality on similar projects or work. The Operating Contractor shall use reasonable care to comply with all applicable laws and regulations and Environmental Protection Agency-mandated, State of Iowa-mandated, Board-mandated standards, and Board Policies. The Operating Contractor may employ such consultants as the Operating Contractor deems necessary to assist in the performance or furnishing of the services, subject to approval by the WRA, but shall not supervise, direct, control, or have authority over any contractor employees, nor have authority over or be responsible for the means, methods, techniques sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety of the construction site, nor for any failure of a contractor to comply with laws and regulations applicable to such contractor's furnishing and performing of its work. The Operating Contractor is not responsible for the acts or omissions of any consultant, contractor, subcontractor, or supplier, or any of their agents or employees or any other person at the site or otherwise furnishing or performing any such work.

Section 4.14 Standard of Service for Legal Services. Legal services included as Integral City Services and as Support Services under this Amended and Restated Operating Contract shall be provided in accordance with the Iowa Code of Professional Responsibility as applied to attorneys in government service.

Section 4.15 Standard of Service for Information Technology Services. The Core Information Technology Services and the Information Technology services included as Integral City Services and as Support Services under this Amended and Restated Operating Contract shall be provided in accordance with applicable laws and regulations governing the Operating Contractor and in the same manner as the Operating Contractor utilizes with respect to its own technology systems, including without limitation provisions for cybersecurity meeting the standards set forth in Section 4.5 of Article IV of this Amended and Restated Operating Contract. The standard of care for all Information Technology services performed or provided by the Operating Contractor shall be to provide such services with the same care and skill ordinarily used by technology service providers practicing under similar circumstances, at the same time and in the same locality on

similar projects or work. The Operating Contractor shall use reasonable care to comply with all applicable laws and regulations and Environmental Protection Agency-mandated, State of Iowa-mandated, Board-mandated standards, and Board Policies. The Operating Contractor may employ such consultants as the Operating Contractor deems necessary to assist in the performance or furnishing of the services, subject to approval by the WRA but shall not supervise, direct, control, or have authority over any contractor employees, nor have authority over or be responsible for the means, methods, techniques, sequences, or procedures selected or used by any contractor. The Operating Contractor is not responsible for the acts or omissions of any consultant, contractor, subcontractor or supplier, or any of their agents or employees or any other person at the site or otherwise furnishing or performing any such work.

Section 4.16 Standard for Other Support Services. Support Services, other than Financial Support Services or Human Resources Support Services, or Information Technology Support Services under this Amended and Restated Operating Contract shall be provided as needed to reasonably support the operations of the WRA and the WRA System with a level of service and at a cost that is consistent with equivalent services available to the WRA from alternative public or private providers of service. Except to the extent caused by the inadequacy of the amount allocated to such services under the WRA Budget, failure of Operating Contractor to meet this standard shall be cause for partial termination of services under Section 7.1 of Article VII of this Amended and Restated Operating Contract to the extent requested, or if the Board so elects, the WRA may secure specific services from alternative suppliers based on a finding, by the Board, of a substantial benefit in cost or efficiency.

Section 4.17 Service Level Commitment Reports. The Operating Contractor shall from time to time provide to the Board, upon request, a statement of its service level commitments for the provision of services to the WRA pursuant to this Amended and Restated Operating Contract. The Operating Contractor shall use its best efforts to meet the performance guidelines set forth in its statements of service level commitments.

Section 4.18 Reserves. The Operating Contractor will propose WRA Budgets consistent with the obligation of the WRA to maintain any applicable Reserve Funds required under the WRA Agreement or adopted by the Board, including without limitation the Reserve Funds required by the Master Bond Resolution and any other resolutions for issuance of Bonds by the WRA, and the Reserve Funds required by Section 5.4 of Article V of this Amended and Restated Operating Contract.

Section 4.19 Calculation of Annual Cost Shares of Participation Communities. The Operating Contractor shall prepare the annual allocation of budgeted cost shares of the Participating Communities as provided and directed in the WRA Agreement.

ARTICLE V. OBLIGATIONS OF WRA

Section 5.1 Funding of Necessary Projects. The WRA shall fund all necessary Capital Projects. Any loss, damage, or injury resulting from the WRA's failure to provide funding for

Capital Projects, when reasonably requested by the Operating Contractor, shall be the sole responsibility of the WRA.

Section 5.2 Payment of Taxes. The WRA shall pay all sales, excise, ad valorem, property, or other taxes associated with WRA operations or assessed against WRA property.

Section 5.3 Obtaining and Maintaining Required Permits and Licenses. The WRA shall, with the assistance of the Operating Contractor as described in Article II, Division 1 and Division 4 of this Amended and Restated Operating Contract, obtain and maintain in continuous effect during the Term of this Amended and Restated Operating Contract, all licenses and permits necessary for operation of the WRA System.

Section 5.4 Maintenance of Operating Reserve. The WRA shall adequately fund and maintain one or more operating Reserve Funds to assure the availability of adequate operating funding in the event of higher than anticipated operating costs or in the event of insufficient revenues to fund WRA operations. The operating Reserve Funds shall be in amounts as determined by the Board that are equal to, or in excess of, the requirements of the WRA Agreement and resolutions adopted by the Board respecting Bonds issued by the WRA, from time to time, including but not limited to, the Master Bond Resolution for so long as Bonds of the WRA remain outstanding thereunder. The operating Reserve Funds shall be designated as a line item in each WRA Budget.

Section 5.5 Procurement of Insurance for WRA System Properties and Operations. In order to protect the interests of the WRA and the Operating Contractor, the WRA shall procure, pay for, and keep in force, coverage for property risks and other insurable risk coverages as provided in the most currently adopted version of the WRA Insurance and Risk Management Program, as adopted by the Board with the advice and assistance of the Operating Contractor as set forth in Division 9 of Article II of this Amended and Restated Operating Contract. The WRA shall, with the assistance of its insurance broker and in consultation with the Operating Contractor, periodically review the insurance coverages for property insurance provided for in the WRA Insurance and Risk Management Program to determine (a) if such insurance coverage is appropriately covering known property and liability risks relating to the WRA System properties and operations, and (b) to determine if such insurance, when combined with any Reserve Funds established by the WRA Board, is providing an appropriate level of financial protection from such risks.

Section 5.6 Obtaining and Maintaining Required Insurance Reserves. The WRA shall establish, fully fund and maintain all insurance Reserve Funds as required by the most currently adopted version of the WRA Insurance and Risk Management Program.

Section 5.7 Other Insurance to Protect Operating Contractor. The WRA shall authorize the purchase of insurance to protect the Operating Contractor from risks associated with acting as the WRA's Operating Contractor, to the extent reasonably requested by Operating Contractor.

Section 5.8 Endorsements to WRA Insurance. Except for Public Officials and Excess Public Officials Liability Insurance policies, the WRA shall cause WRA liability insurance policies to be endorsed to include the Operating Contractor as an additional insured and to provide that the WRA insurance is primary and non-contributory to any other insurance or self-insurance available to the Operating Contractor. The WRA shall also cause WRA liability insurance policies to be endorsed to preserve the governmental immunity of the WRA and the Operating Contractor under Chapter 670 of the Code of Iowa to the fullest extent possible.

Section 5.9 WRA Responsible for Payment of Insurance Premiums, for Risk Pool Payments to Maintain Reserves, and for Payment of Claims Not Covered by Insurance. The WRA shall be responsible to: (i) pay the premium costs associated with the insurance coverages it approves for purchase, (ii) make risk pool payments to any authorized local government risk pool to which the WRA may become a member; and (iii) fund the insurance Reserve Funds it establishes, pursuant to the WRA Insurance and Risk Management Program. The WRA further agrees to pay claims or cover losses related to the operation, performance and maintenance of the WRA System which are not otherwise covered under the WRA Insurance and Risk Management Program.

Section 5.10 Fiscal Year. The WRA shall operate on the same fiscal year as a city under Iowa law.

ARTICLE VI. FINANCIAL MATTERS

Section 6.1 Defraying Cost of Service and Cost of Capital Projects. Operating Contractor's full Cost of Service under this Amended and Restated Operating Contract and the costs of all Capital Projects and Small Capital Projects shall be defrayed and recovered by means of: (i) Direct Expenditures for the benefit of the WRA of funds belonging to the WRA under the custody and control of the Operating Contractor; (ii) reimbursement of the Direct Costs incurred by the Operating Contractor under this Amended and Restated Operating Contract that are not otherwise recovered; and (iii) reimbursement of Indirect Costs of the Operating Contractor as provided under this Amended and Restated Operating Contract. Except as otherwise provided in Section 6.11 of this Article VI, Direct Expenditures, Direct Costs, and Indirect Costs shall be incurred and reimbursed in accordance with the WRA Budget, the WRA's Capital Improvement Program, and the Policy Regarding Direct and Indirect Costs in the WRA Budget, as adopted by the Board.

To effectuate the foregoing, Operating Contractor is authorized to expend monies for Direct Expenditures from the WRA's Operating Accounts and Capital Accounts and further authorized to reimburse itself for its Direct Costs and Indirect Costs by transfers of monies from the WRA's Operating Funds and Capital Funds to the appropriate City of Des Moines-owned accounts as provided in this Amended and Restated Operating Contract.

Direct Expenditures, Direct Costs, and Indirect Costs shall be accounted for on a monthly, quarterly, and annual basis by Operating Contractor for each fiscal year during the Term.

Article IX of the WRA Agreement shall govern differences in the actual fiscal expenses and the budgeted expenses.

Section 6.2 Operating Contractor to Bill and Collect Budgeted Costs Allocated to Participating Communities. The Operating Contractor shall bill each Participating Community on a monthly basis for (i) its share of the WRA Budget including debt service on Bonds as determined in accordance with the WRA Agreement and the adopted budget; and (ii) any surcharge payments or other amounts imposed on it pursuant to the WRA Agreement. Special Charges shall be billed as directed by the Board. Billing, payment and collection of any amounts due from Participating Communities shall be governed by the Participating Community Billing and Payment Policy adopted by the Board as provided by the WRA Agreement. The Operating Contractor will bill and collect interest and fees on late payments by Participating Communities to the extent provided by the Participating Community Billing and Payment Policy, unless waived as provided in such Policy.

The Operating Contractor shall use its best efforts to collect the amounts charged to Participating Communities and shall give prompt notice to the Board of any failures to make timely payment as provided in the WRA Agreement and the Participating Community Billing and Payment Policy. In the event a Participating Community fails to make payment as required, the Operating Contractor may, if necessary, utilize Operating Funds designated as Reserves, as appropriate, to cover ongoing expenses of the WRA provided that such utilization is consistent with the Master Bond Resolution. To the extent that any payment delinquency causes a shortfall in funds available to make periodic interest or principal payments on debt outstanding, the Operating Contractor shall, if necessary, utilize Reserve Funds designated for debt service or any available funds of the WRA to ensure timely payment of all debt obligations.

Section 6.3 Allocation of Participating Community WRA Budget Cost Shares to Appropriate Funds. Except as otherwise provided in the Master Bond Resolution or the WRA Agreement, all monies collected by the Operating Contractor on behalf of the WRA shall be deposited for credit to the appropriate Operating Funds and appropriate Capital Funds and shall be charged to the appropriate WRA accounts as expended. Surcharge Payments, Special Charges, and capital contributions from Participating Communities to reduce the principal amount of Bonds issued by the WRA shall be handled as provided in the WRA Agreement and the Master Bond Resolution.

Section 6.4 Direct Expenditures of Funds and Reimbursement of Direct Costs from Appropriate WRA Operating Accounts. The Operating Contractor shall (i) charge WRF Operating Funds for Direct Expenditures incurred in the operation of the WRF and to reimburse itself for the Direct Costs thereof; and (ii) charge Wastewater Collection and Conveyance System Operating Funds for Direct Expenditures incurred in the operation of the Wastewater Collection and Conveyance System, and to reimburse itself for the Direct Costs thereof. Provided, however, that accounts relating to Reserve Funds shall be used only for the purposes for which the Reserve Funds are designated.

Section 6.5 Operating Contractor Indirect Cost Plan. After the close of each fiscal year the Operating Contractor, during the Term of this Amended and Restated Operating Contract shall

obtain a report from a reputable qualified expert consultant setting forth an allocation of the shared costs of Operating Contractor's servicing departments among the separate functional units of the Operating Contractor, including the WRA. Such report, currently titled the "Central Services Cost Allocation Plan" is referred to herein as the "Operating Contractor Indirect Cost Plan." The Operating Contractor Indirect Cost Plan shall be based on expenses incurred in the immediately prior fiscal year (the "Indirect Cost Plan Year"). The Indirect Cost Plan shall be calculated and determined in accordance with federal OMB circular A-87, and its revisions and amendments, and as it pertains to the WRA, shall be consistent with the Policy Regarding Direct and Indirect Costs in the WRA Budget as adopted prior to the Effective Date. Operating Contractor shall, on or before September 1 of the first fiscal year following the Indirect Cost Plan Year, provide the WRA Director with a preliminary report of the cost categories and methodology to be used in the pending Operating Contractor Indirect Cost Plan, together with the underlying cost data relating to the WRA that are proposed to be used. The WRA Director and the Board shall have thirty (30) days from the date of the WRA Director's receipt of the preliminary report to submit comments and corrections for consideration by the Operating Contractor's consultant. The final Operating Contractor Indirect Cost Plan for each fiscal year shall be submitted to the Board within thirty (30) days of its issuance and not later than December 31 of the fiscal year following the Indirect Cost Plan Year. The Board shall have the right to request clarification of, or changes to, any aspect of the Operating Contractor Indirect Cost Plan applicable to the WRA for a period of ninety (90) days following its submission to the Board. Any dispute not resolved during such period may be submitted by either Party for resolution by action filed in the Iowa District Court for Polk County, but no change in the amount allocated to the WRA under an Operating Contractor Indirect Cost Plan for any Indirect Cost Plan Year shall go into effect until a final order of the Court is entered after the expiration of any right of appeal within the Iowa Courts.

Section 6.6 Budgeted Indirect Cost. Subject to the dispute provisions set forth in Section 6.5 of this Article VI, the allocation of indirect cost to the WRA, as set forth in the Operating Contractor Indirect Cost Plan for each Indirect Cost Plan Year shall be included as a line item in the WRA Budget adopted by the Board to govern the second fiscal year following the Indirect Cost Plan Year. For avoidance of doubt, the indirect cost allocation to the WRA based on expenses incurred during the Operating Contractor's fiscal year ending June 30, 2024, shall be the amount budgeted for in the WRA for its budget year commencing on July 1, 2025, and ending on June 30, 2026.

Section 6.7. Payment of Indirect Costs. The Indirect Costs as set forth in the Budget for each year of the Term shall be reimbursed to the Operating Contractor on a monthly basis during the Term with the full amount paid before the end of the WRA Budget year. Payment of Indirect Costs upon expiration of the Term, or after termination for cause, shall be governed by Section 7.7.

Section 6.8. Scope of Indirect Cost of Service. In order to avoid any cost coverage that exceeds the actual Cost of Service under this Amended and Restated Operating Contract, any categories of cost allocated under the Operating Contractor Indirect Cost Plan as incurred in any Indirect Cost Plan Year shall not be also defrayed as Direct Expenditures or as Direct Cost in the

corresponding WRA Budget fiscal year, regardless of any change in the level of expenditure between the two years. The following items are currently deemed to be covered as items of Indirect Costs, and shall continue to be so deemed except as may be shown in specific instances to avoid a failure to defray the full Cost of Service hereunder or to be necessary to avoid defraying costs in excess of the full Cost of Service: (i) accounting, budget, treasury, and finance administration service not performed by the WRA Core Finance Unit; (ii) human resources and labor relations services not provided by the Core Operating Unit; (iii) Information Technology and communications services not provided by the Core Operating Unit; (iv) equipment maintenance center expenses; (v) legal services provided by the City of Des Moines Legal Department, other than direct outlays such as filing fees customarily reimbursed by clients to their attorneys; (vi) procurement services not provided by the Core Operating Unit; (vii) administration services within the Des Moines Department of Public Works; and (viii) services of the Des Moines City Manager and staff of the office of City Manager.

Section 6.9 PILOT Charge. The Direct Expenditures shall include a PILOT Charge paid annually to the Operating Contractor by the WRA that shall be reflected in and funded under a specific Direct Budget Line Item. The PILOT Charge shall be calculated by the Operating Contractor in accordance with the WRA's "Policy Regarding Computation of PILOT Charge and Reconciliation," or in accordance with any revisions to that policy hereafter adopted by the Board. In each instance in which a Participating Community other than the City of Des Moines requests payment of a PILOT Charge and the Board approves such payment, such Participating Community shall calculate the charge in accordance with the WRA's "Policy Regarding Computation of PILOT Charge and Reconciliation," or in accordance with any revisions to that Policy hereafter adopted by the Board, and shall submit it to the Operating Contractor for verification. The PILOT Charge is in lieu of, and is fixed without regard to, any actual costs of police and fire protection and ambulance services provided by the City of Des Moines for the WRF, the Wastewater Collection and Conveyance System, and for other WRA System facilities within the City of Des Moines, and, except as specially provided to the contrary in Section 2.30 of this Amended and Restated Operating Contract, no other charges of any kind for such services, whether direct or indirect, shall be included within the Cost of Service.

Section 6.10 Expenditure of Capital Funds for the WRA Capital Improvement Program. The costs of constructing Capital Projects or Small Capital Projects shall be reflected in and funded as Direct Expenditures or Direct Costs under the project cost and expense line items for each project in the Capital Improvement Program portion of the WRA Budget. The Operating Contractor may draw upon Capital Funds in Capital Improvement Program accounts to pay expenses incurred in the design or construction of WRA Improvements, and in the acquisition of property for such projects.

Section 6.11 WRA Budget Adjustments and Amendments; Limitation on Expenditures by Operating Contractor.

- (a) The Operating Contractor may make such adjustments in the amounts budgeted and to be expended between or among line items within a major cost category chargeable to Operating Accounts (e.g., personal services, contractual services,

commodities, other services and charges, capital outlay, debt service, travel and training, transfers, etc.) in the WRA Budget as it determines, with the concurrence of the WRA Director and the City Treasurer of the City of Des Moines, to be necessary and appropriate. Significant adjustments during the course of a year shall be reported to the Board in the discretion of the WRA Director and shall be periodically reported to the Board in such manner and on such schedule as may be provided by any Policy respecting such reporting adopted by the Board from time to time. The adjustments made in the WRA Budget for any year shall be presented to the Board for approval as a part of the next fiscal year budget process in February and in the annual report made to the Board.

- (b) Except as provided in Section 4.6 of Article IV, the Operating Contractor shall make no expenditure that is more than the amount budgeted in a major cost category in the WRA Budget. With prior Board approval, the Operating Contractor may adjust the amounts budgeted and to be expended between or among major cost categories in the WRA Budget. Any proposed increase in the amount budgeted and to be expended in any major cost category in the WRA Budget shall be approved in advance by the Board in the form of a budget amendment.

Section 6.12 Implementation of Rate Stabilization. At the direction of the Board, the Operating Contractor shall implement a system of rate stabilization for purposes of determining the annual allocated cost shares that are derived from metered flows and utilize a multi-year average of metered flows in lieu of those attributable to the immediate prior calendar year, all as provided in the WRA Agreement. The methodology for rate stabilization shall be approved in detail by resolution of the Board. If the Board so directs the implementation of rate stabilization during the first or second quarter of a fiscal year, the Operating Contractor shall incorporate such rate stabilization methodology into the proposed WRA Budget which it prepares for the next fiscal year, and if approved by the Board as part of said budget, shall implement such rate stabilization at the beginning of that succeeding fiscal year. If the Board directs the implementation of rate stabilization after the second quarter of a fiscal year, the Operating Contractor shall not be obligated to implement rate stabilization in the next fiscal year but shall implement it in the fiscal year thereafter.

Section 6.13 Operating Contractor Benefits. To the extent the Operating Contractor directly benefits from the services of the WRA Core Operating Unit, or from the use of equipment or properties of WRA Systems in operations and functions not within the scope of the Operating Contract, such work and benefits will be billed to and paid from the City of Des Moines funds at the full Direct Costs and Indirect Costs thereof.

ARTICLE VII. GENERAL PROVISIONS

Section 7.1 WRA Election to Terminate Certain Support Services Without Terminating Operating Contract. During the Term, WRA may terminate Support Services provided by the Operating Contractor to the WRA for any fiscal year commencing on July 1, 2030, or any fiscal

year thereafter, during the Term under and within any one or more of the following Divisions of Article II of this Amended and Restated Operating Contract: Division 3 through Division 11 inclusive. Any such termination of services shall be effected by WRA giving written notice to the Operating Contractor of proposed termination of services (“Notice of Support Service Termination”) under any one or more specific sections within the above listed Divisions (the “Specified Services Provisions”) to be effective as of the first day of a fiscal year specified in the Notice of Support Service Termination. The Notice of Support Service Termination shall be given not less than two years preceding any proposed effective date of termination of services. After any Notice of Support Service Termination, the Parties will immediately in good faith commence a review of the Operating Contractor’s services under the Specified Support Provisions and if the potential for improvement in performance of services under any one or more of the Specified Services Provisions is deemed by both parties as a reasonable alternative to termination of services under any of the Specified Support Provisions, the parties may outline objectives for change or improvement to be implemented for a one year period commencing not later than sixty (60) days after the Notice of Support Service Termination was given (the “Support Services Review Period”). Within thirty (30) days of completion of any Support Services Review Period established by the Parties, the WRA may in its sole discretion withdraw the Notice of Support Service Termination in its entirety or may modify the Notice of Support Services Termination to remove one or more of the Affected Services from the scope of the Notice of Support Service Termination by giving written notice to such effect to the Operating Contractor. Unless the Notice of Support Termination is withdrawn in its entirety after any Services Review Period, it shall go into effect without further action by either Party by striking the Affected Services, as modified to the extent applicable, from the Operating Contract as of the first day of the fiscal year specified in the Notice of Support Service Termination.

Section 7.2 Disclaimer, Best Efforts, Liability and Indemnification.

- (a) Disclaimer. The Parties agree that the WRA facilities heretofore and hereafter designed and constructed for or by the WRA are special purpose assets. Neither the Board nor the Operating Contractor warrant or guarantee that WRA System facilities existing as of the date of this Amended and Restated Operating Contract have been properly designed or constructed, or that they will function efficiently to accomplish the purpose for which they were designed and constructed, nor does the Board or the Operating Contractor warrant or guarantee that any of the WRA Improvements hereafter constructed will function efficiently to accomplish the purpose for which they were designed. The Board and the Operating Contractor agree to exercise the judgment that a public body generally exercises in the selection of the design engineer or engineers, letting of construction contracts, and in monitoring the actual construction of such special purpose facilities.
- (b) Best Efforts. The Board and the Operating Contractor agree to cooperate in good faith with one another and with the other Participating Communities and with the Associate Communities, to exercise diligence in performing their respective obligations hereunder, and to use their best efforts to carry out the provisions of

this Amended and Restated Operating Contract.

- (c) No Liability. The Board and the Operating Contractor shall not be liable to one another or to any Participating Community or any Associate Community by reason of any failure to construct any of the WRA Improvements or the failure to provide any sanitary sewer services contemplated by the WRA Improvements, except where the NPDES permit of the WRA or the consent decree between the Parties and the Iowa Department of Natural Resources requires the construction of one or more Improvements, but the WRA Board declines to provide the funds required for any such Improvements, the WRA shall indemnify Operating Contractor from any resulting claim or loss under subsection (d) of this Section.
- (d) Indemnification. In recognition that under the WRA Agreement the Participating Communities have agreed to share in the costs of operating the WRA System, and to share the risks inherent in operating the WRA System, and in recognition that the City of Des Moines, as Operating Contractor hereunder, will also share in such risks as a Participating Community, the WRA and the Operating Contractor agree that the WRA shall indemnify, defend and hold the Operating Contractor and its officers and employees harmless from and against any and all loss, costs, claims, damages, citations, suits, penalties, fines, judgments, decrees, administrative or court orders, attorney's fees, cost of defense, or other liability (i) brought or obtained by persons or legal entities for liability for damage to property or for personal or bodily injury, including death at any time resulting from, or which may arise from any and all causes of any kind in the operation, maintenance or management of the WRA System; (ii) arising from any and all claims, citations, suits, judgments, decrees, orders and the like, brought or obtained by persons or legal entities under local, state or federal laws, including but not limited to the Clean Water Act, CERCLA or RCRA, which are directly or indirectly connected with the presence, discharge, release, disposal, or escape of hazardous substances, wastes, pollutants or contaminants of any kind, whether at the WRF or at any other Wastewater Collection and Conveyance System facility or location, or which are due to an alleged violation of law, regulation, permit or standard which is attributable to action or inaction by the Operating Contractor; (iii) any liability related to other litigation for which Operating Contractor is obligated for payment under Iowa Code Chapter 670 arising out of or related to the provision of any services provided under this Amended and Restated Operating Contract; or (iv) otherwise resulting from the delivery of services under this Amended and Restated Operating Contract. The indemnification above provided shall not extend to acts or omissions of the Operating Contractor which are not sanctioned by the WRA Board or Technical Committee, and which involve malice, a knowing violation of law, gross negligence or willful or wanton disregard for the health or safety, or for the property of, others.

Section 7.3 Notices and Invoices. All notices and/or invoices which the Parties are authorized or required to give one another pursuant to this Amended and Restated Operating

Contract shall be in writing and may be personally delivered or sent by ordinary mail. Mailed notices or invoices shall be deemed to be received by the Party to whom directed one business day after the date they are postmarked. Such notices shall be delivered or mailed as follows:

- (a) If to the WRA:
Chair, WRA Board
WRA Wastewater Reclamation Facility
3000 Vandalia Road
Des Moines, Iowa 50317
- (b) If to the Operating Contractor:
City Manager of the City of Des Moines, Iowa
City of Des Moines, Iowa
400 Robert D. Ray Drive
Des Moines, Iowa 50309-1891

Either Party may from time to time, upon 30 days' written notice to the other Party, designate another person and/or address as the person or address to whom notices shall be directed on its behalf.

Section 7.4 Audit. The Board may by notice in writing request access to the Operating Contractor's records for purposes of conducting an independent audit of the Operating Contractor's financial records, including but not limited to the following: (a) Direct Costs and Indirect Costs incurred by the Operating Contractor pursuant to this Amended and Restated Operating Contract; (b) the crediting of Participating Community contributions or other revenues to WRA operating and Capital Improvement Program accounts; and (c) charges made by the Operating Contractor to WRA operating and Capital Improvement Program accounts. Such notice shall identify the records sought for audit, and the Operating Contractor shall provide access to the records sought for audit within 30 days after receipt of the notice requesting audit. Such audit shall be conducted by a certified public accounting firm retained by the Board and shall be paid for by the WRA from WRA's Operating Funds. The audit findings shall be promptly provided to the Operating Contractor and to any Participating Community requesting same.

In the event that such audit reveals that the Operating Contractor inappropriately credited Participating Community contributions or other revenues to WRA operating or Capital Improvement Program accounts, or that the Operating Contractor inappropriately charged expenses to WRA operating or Capital Improvement Program accounts, the auditor shall report such events to the Board, and the Operating Contractor shall make such adjustments to said accounts as the audit determines is proper, such adjustments to be made within 30 days of the issuance of the audit report.

In the event that either Party disputes the findings of the audit, it may notify the other Party of its objection thereto and request binding arbitration to resolve the matter.

Section 7.5 Declaration of Default and Notice. In the event that either Party determines that the other Party has defaulted in the performance of its obligations hereunder, the aggrieved Party may declare that default has occurred and give notice thereof to the defaulting Party. Notice of default shall be given in writing, shall specify the nature of the default and the provision of the Contract involved, and shall specify what action is required of the defaulting Party to correct the default. The defaulting Party shall have thirty (30) days from the date of its receipt of the notice of default to correct the default. If at the end of said thirty (30) day period the default has not, in the opinion of the aggrieved Party, been corrected, and if such default shall constitute a material breach of this Amended and Restated Operating Contract, the aggrieved Party may thereupon terminate the Contract by giving notice as provided in Section 7.6 of this Article.

Section 7.6 Termination of Operating Contract for Breach. Either Party may terminate this Amended and Restated Operating Contract for material breach as provided in Section 7.5 of this Article by giving written notice of termination. Termination of this Amended and Restated Operating Contract shall be effective as of 12:01 AM on the first day of the third month after the month in which the written notice of termination is given, unless judicial proceedings are initiated by either Party in a court of competent jurisdiction to determine if a material breach has occurred. For avoidance of doubt, if notice of termination is given on September 15, the effective date of termination will be December 1. Upon termination of this Amended and Restated Operating Contract by the WRA or by the Operating Contractor under this Section, or upon entry of a court order terminating this Amended and Restated Operating Contract, the full responsibility and authority for the operation of the WRA and the WRA System shall be transferred to, and assumed by, the WRA as of the effective date thereof. WRA operations, WRA operational capabilities, WRA funds, and WRA property and assets shall be turned over, or transferred by the Operating Contractor, to the WRA, or to its designees, as provided in Section 7.7 of this Article as of the effective date of such termination. The Operating Contractor shall, both before and after the effective date of termination, assist WRA in assuming operation of the WRA System, either directly or by one or more successor operating contractors, under the terms of the WRA Agreement. If additional Direct Costs are incurred by Operating Contractor at the request of WRA in such process, WRA shall pay Operating Contractor such costs within thirty (30) days of its receipt of an invoice from Operating Contractor for such Direct Costs. The provisions of Section 7.5, Section 7.6, and Section 7.7 of this Amended and Restated Operating Contract shall survive termination.

Section 7.7 Provisions Governing Termination or Expiration. Upon termination under Section 7.6 of this Amended and Restated Operating Contract, or upon the expiration of the Term of this Amended and Restated Operating Contract, without an effective renewal thereof:

- (a) As used in this Amended and Restated Operating Contract, the “Effective Date of Termination or Expiration” shall mean in the case of termination under Section 7.5 and 7.6 of this Article, the day commencing at 12:01 AM as specified in Section 7.6, and in the case of expiration of the Term, the day commencing at 12:01 AM after the last day of the Term.

- (b) As of the Effective Date of Termination or Expiration, the WRA and the Operating Contractor shall each take, or shall have previously taken, all steps both individually and jointly that are necessary or appropriate to fully effectuate the continuing, uninterrupted operation of the WRA and the WRA System, in full compliance with applicable laws, regulations, and permits, with such steps to include, without limitation: (i) turnover of all operations under this Amended and Restated Operating Contract to the WRA or its designated successor operating contractors; (ii) satisfaction of all current outstanding obligations incurred by the Operating Contractor for the benefit of the WRA from WRA funds held by the Operating Contractor, and the turnover of the full remaining balance of all other WRA funds to the WRA; (iii) transfer of Operating Contractor employees within the WRA Core Operating Unit to the direct employment of the WRA, or to its designees, to the extent requested by the WRA and to the extent consistent with the consent of such employees and applicable law; (iv) turnover of use, control, and occupancy of all WRA facilities, and of all other WRA assets, to the WRA or its designees; (v) transition of the use of shared facilities and activities in a manner that assures uninterrupted operation of the WRA System without undue interference with Operating Contractor's use thereof or unreasonable cost to either Party; (vi) turnover to the WRA of all WRA records, information, and data held by Operating Contractor in whatever form existing and in readily accessible format; and (vii) any and all other actions needed to effectuate the complete transfer of the operation of the WRA and the WRA System from the Operating Contractor to the WRA, or its designees, whether or not enumerated in this subsection.
- (c) Operating Contractor shall cease use of, and relinquish its occupancy, custody, and control of, all properties, real, personal and mixed, and tangible or intangible, that are owned by the WRA, as of the Effective Date of Termination or Expiration.
- (d) All equipment, personal property, and vehicles held in the name of the Operating Contractor for use in the Operation, Maintenance and Management of the WRA System shall be transferred to the WRA as of the Effective Date of Termination or Expiration with Operating Contractor to be promptly reimbursed for its actual Direct Costs of such items to the extent Operating Contractor has not been previously fully reimbursed for the full cost of such items.
- (e) Operating Contractor and WRA shall each cause their applicable insurance policies, risk pool agreements, and other risk management arrangements to be adjusted, as of the Effective Date of Termination or Expiration, to assure appropriate continuity of coverages as to the respective risks of each Party without a break in coverage or lapse.
- (f) Operating Contractor shall incur liabilities and expenses arising from the Operation, Maintenance and Management of the WRA and the WRA System, and be reimbursed for its liabilities and expenses arising from the Operation,

Maintenance and Management of the WRA and the WRA System, as provided in this Amended and Restated Operating contract accrued through the end of the day immediately prior to the Effective Date of Termination or Expiration, irrespective of when the liabilities or expenses are billed to, or paid by, the Operating Contractor. WRA shall be solely responsible for all liabilities and expenses incurred on and after the Effective Date of Termination or Expiration.

- (g) The cost of each Capital Project completed on and before the Effective Date of Termination or Expiration shall be satisfied from WRA Capital Funds on or before the Effective Date of Termination or Expiration. To the extent any Capital Project is in process as of the Effective Date of Termination or Expiration, any progress payment or other payment due shall be satisfied from WRA Capital Funds on or before the Effective Date of Termination or Expiration and WRA shall assume sole liability for such costs that come due on and after the Effective Date of Termination or Expiration.
- (h) All obligations for Indirect Costs due from the WRA to the Operating Contractor shall be satisfied before the Effective Date of Termination or Expiration, or within a reasonable time thereafter, based on the charge included within the applicable WRA Budgets as previously approved without adjustment based on any Operating Indirect Cost Plan completed after the Effective Date of Termination or Expiration. If the Effective Date of Termination or Expiration is not the last day of a fiscal year the Indirect Cost due to the Operating Contractor for the partial year shall be pro-rated on a daily basis, based on a year of 365 days and the most recent Operating Contractor Indirect Cost Plan.
- (i) Operating Contractor shall fully account for, and transfer to the WRA, all funds held by Operating Contractor belonging to the WRA, or otherwise held for the benefit of the WRA, as of the Effective Date of Termination or Expiration, as follows:
 - (i) Funds received by the Operating Contractor from Participating Communities for Operation, Maintenance and Management expenses of the WRA System and other purposes, including Operating Funds, Capital Funds, and Reserve Funds, shall be used to pay or reimburse all expenses incurred by the Operating Contractor by or on behalf of the WRA prior to the Date of Termination or Expiration. The balance of Operating Funds, Capital Funds, and Reserve Funds shall be transferred to the WRA on the Effective Date of Termination or Expiration, or as promptly thereafter as possible after all such expenses are paid.
 - (ii) Insurance reserves held by, or in the name of, the Operating Contractor belonging to the WRA shall be disposed of, or adjusted and pro-rated, to fairly allocate risk management costs and protect the respective interests of the WRA and the Operating Contractor.

- (iii) Reserve Funds for debt service and unexpended Capital Improvement Program funds, together with any and all other WRA financial assets not previously described, held by the Operating Contractor for the benefit of the WRA as of the Effective Date of Termination or Expiration, that are not used or required to satisfy obligations due or past due as of the Effective Date of Termination or Expiration, shall be transferred to the WRA on the Effective Date of Termination or Expiration, or as promptly thereafter as possible after all such obligations are satisfied.

Section 7.8 Dispute Resolution. Any dispute under this Amended and Restated Operating Contract shall be deemed to be a dispute arising under the WRA Agreement and shall be subject to the dispute resolution provisions thereof, which are incorporated herein as though set forth at length.

Section 7.9 Payment of Attorney's Fees. If judicial proceedings are necessary to enforce the terms of this Amended and Restated Operating Contract, the prevailing Party shall be entitled to reasonable attorney's fees directly attributed to such litigation, in addition to any other legal or equitable relief to which it may be entitled.

Section 7.10 Remedies. In addition to any other remedies available under applicable law, the Board and the Operating Contractor shall have the right to the equitable remedy of specific performance to enforce compliance with any provision of this Amended and Restated Operating Contract.

Section 7.11 Amendment of Contract. The Parties may, to the extent specifically authorized in this Amended and Restated Operating Contract, by reference to a "Side Letter of Agreement," make changes in the allocation of responsibilities of the Operating Contractor under Article II of this Amended and Restated Operating Contract, but this Amended and Restated Operating Contract may otherwise be amended only by written agreement signed by both Parties. Any "Side Letter of Agreement" shall be a writing executed for the WRA by the WRA Board Chair, pursuant to authorization by the WRA Board and for the Operating Contractor by its City Manager, pursuant to authorization by the Des Moines City Council.

Section 7.12 Assignment of Contract. Neither Party may assign this Amended and Restated Operating Contract to a third party without the written consent of the other Party.

Section 7.13 No Third Party Beneficiaries. Nothing in this Amended and Restated Operating Contract shall be construed to create in any third party, or in favor of any third party, any right(s), license(s), power(s) or privilege(s).

Section 7.14 Force Majeure. Neither Party shall be liable for its failure to perform its obligations under this Amended and Restated Operating Contract, if such failure is due to any unforeseen circumstances beyond its reasonable control. For purposes of this provision, unforeseen circumstances shall mean any event or condition which is beyond the reasonable

control of the Party relying thereon and constitutes a justification for a delay in or non-performance of action required by this Amended and Restated Operating Contract, including but not limited to (i) an act of God, landslide, lightning, earthquake, tornado, fire, explosion, flood, failure to possess sufficient property rights, acts of the public enemy, war, blockade, sabotage, insurrection, riot or civil disturbance, (ii) preliminary or final order of any court, administrative agency or governmental body of competent jurisdiction, (iii) any change in law, regulation, rule, requirement, interpretation or statute adopted, promulgated, issued or otherwise specifically modified or changed by the federal government, or by the State of Iowa or any of its governmental subdivisions, or by an administrative agency of any of them, (iv) labor disputes, strikes, work slowdowns or work stoppages; and (v) loss of or inability to obtain service from a utility necessary to furnish power for the operation and maintenance of the WRA System.

This provision shall not be used by either Party to avoid, delay or otherwise affect any payments due to the other Party, nor shall such failure to perform be grounds for termination of this Amended and Restated Operating Contract.

Section 7.15 Severability. If any section, provision or part of this Amended and Restated Operating Contract shall be found to be invalid or unconstitutional, such finding shall not affect the validity of the Contract as a whole or any section, provision or part thereof not found to be invalid or unconstitutional.

Section 7.16 Governing Law; Jurisdiction. This Amended and Restated Operating Contract shall be governed by and interpreted in accordance with the laws of the State of Iowa. Lawsuits brought by either Party in connection with this Amended and Restated Operating Contract shall be heard and tried in Polk County District Court, Des Moines, Iowa.

Section 7.17 Entire Agreement. This Agreement represents the entire agreement between the WRA and the Operating Contractor as to the matters within the scope hereof. Any subsequent change or modification to the terms of this Amended and Restated Operating Contract shall be in the form of a duly executed Amendment, addendum, or Side Letter of Agreement as provided in this Amended and Restated Operating Contract.

Section 7.18 Counterparts. This Amended and Restated Operating Contract may be executed in two counterparts, each of which so executed shall be deemed to be an original.

ARTICLE VIII. DEFINITIONS

For purposes of this Amended and Restated Operating Contract, the following words and phrases shall have the following meanings:

Section 8.1 “Annual Financial Report” means a combination of basic financial statements, and note disclosures required for fair presentation in conformity with Generally Accepted Accounting Principles in the United States of America, reflecting the financial condition and affairs of the WRA as of the last day of each fiscal year and for the year then ended.

Section 8.2 “Associate Communities” means Warren County and any other cities, or counties, or other entities that hereafter become Associate Communities under the provisions of the WRA Agreement.

Section 8.3 “Board” means the Board functioning as the governing body of the WRA, as established and empowered pursuant to the WRA Agreement.

Section 8.4 “Bonds” has the meaning as defined in Article I, Section 1, of the WRA Agreement, together with, and including, Refunding Bonds as defined in Article I, Section 1, of the WRA Agreement.

Section 8.5 “Capital Project” means any WRA project involving a long term capital investment to create, build upon, add to, improve, or maintain a capital asset of the WRA, including projects: (i) for the construction of any Improvement; (ii) for the purchase of WRA equipment or facilities; or (iii) for the repair, replacement, or maintenance of any WRA equipment, building or facility.

Section 8.6 “Capital Funds” means the portions of financial assets collected and held by the Operating Contractor for the benefit of WRA in any deposit or investment accounts, or held directly by the WRA in any deposit or investment accounts designated or reserved for current or future capital expenditures.

Section 8.7 “Capital Improvement Program” means the WRA’s plan and program describing the systematic construction and maintenance of necessary or desirable WRA Capital Projects including the capital financing plan necessary to fund WRA Capital Projects, including construction of WRA Improvements, additions and replacements.

Section 8.8 “Clean Water Act” means Public Law 92-500, codified at 33 U.S.C. 1251 et. seq., and amendments thereto enacted since initial enactment of the Clean Water Act in 1972.

Section 8.9 “Cost of Service” means the full cost incurred for the operation of the WRA and the WRA System under this Amended and Restated Operating Contract during the Term or under the Initial Operating Contract during its term and consisting of Direct Expenditures, Direct Costs and Indirect Costs.

Section 8.10 “Core Services” has the meaning set forth in Section 2.3(a) of Article II of this Amended and Restated Operating Contract, and includes Core Operational Services, Core Financial Services, Core Procurement Services, Core Engineering Services, Core Information Technology Services, Core Human Resources Services, and Miscellaneous Core Services.

Section 8.11 “Core Operational Services,” “Core Financial Services,” “Core Engineering Services,” “Core Procurement Services,” “Core Information Technology Services,” “Core Human Resources Services,” and “Miscellaneous Core Service” have the meanings set forth in Section 2.4, Section 2.6, Section 2.7, Section 2.8, Section 2.9, Section 2.10 and Section 2.11 of Article II of this Amended and Restated Operating Contract, respectively.

Section 8.12 “CSO” means combined sewer overflows into rivers or streams from combined storm and sanitary sewers, which overflows are generated by the surcharge of such sewers during heavy precipitation events and/or during periods of high groundwater.

Section 8.13 “Director Process” has the meaning set forth in Section 3.4(b) of Article III of this Amended and Restated Operating Contract.

Section 8.14 “Des Moines Municipal Operations and Maintenance Activity” means those operations of the Operating Contractor that are the sole responsibility of the Operating Contractor acting as the City of Des Moines and are not done for the WRA by Operating Contractor in its capacity as WRA’s Operating Contractor.

Section 8.15 “Des Moines Procurement Ordinance” has the meaning set forth in Section 2.33 of Article II of this Amended and Restated Operating Contract.

Section 8.16 “Direct Costs” means any actual direct costs incurred by expenditure of Operating Contractor’s own funds for the direct benefit of the WRA or the WRA System as described in the WRA Operating Cost Policy as adopted by the Board, but excluding any cost within a category of cost recovered by the Operating Contractor as a part of Indirect Costs.

Section 8.17 “Direct Expenditures” means monies disbursed from the WRA’s Operating Funds or from the WRA’s Capital Funds by the Operating Contractor to third parties for the benefit of the WRA and the WRA System, including but not limited to Core Operating Unit employee payroll and benefits, contractor, supplier, and vendor payments for equipment, services, materials, construction and supplies acquired in the name of the WRA, and any other items consistent with the WRA Budget, the Capital Improvement Program and the WRA Operating Cost Policy as adopted by the Board that are appropriately paid for directly from WRA’s Operating Funds and Capital Funds.

Section 8.18 “DNR” means the Iowa Department of Natural Resources.

Section 8.19 “Effective Date” has the meaning set forth in Section 1.7 of Article I of this Amended and Restated Operating Contract.

Section 8.20 “Effective Date of Termination or Expiration” has the meaning set forth in Section 7.7 of Article VII of this Amended and Restated Operating Contract.

Section 8.21 “Finance Committee” means the Finance Committee as defined in the WRA Agreement.

Section 8.22 “Indirect Costs” means the indirect costs of services, supplies, and other items provided to the WRA by the Operating Contractor’s central administration as calculated, determined, approved, and budgeted as provided in Section 6.5, Section 6.6, Section 6.7, and Section 6.8 of Article VI of this Amended and Restated Operating Contract.

Section 8.23 “Information Technology” means the hardware and software of electronic systems for storing, retrieving, sending, or utilizing information, including computers, telecommunication devices, networks, and remote equipment control devices.

Section 8.24 “Initial Operating Contract” means the Initial Operating Contract effective July 1, 2004, between the Parties this Amended and Restated Operating Contract amends and replaces.

Section 8.25 “Insurance Subcommittee” means the committee of that name appointed by the Board.

Section 8.26 “Integral City Services” has the meaning set forth in Division 2 of Article II of this Amended and Restated Operating Contract.

Section 8.27 “Maintenance” means those routine and/or repetitive activities required to maximize the service life of the equipment, sewer, vehicles and facilities.

Section 8.28 “Master Bond Resolution” means that certain “Master Bond Resolution Relating to Sewer Revenue Bonds ...” adopted by the Board on October 28, 2004, and adopted by reference in subsequent issuances of Bonds, and any amended or replacement master resolution governing Bonds issued during the Term of this Amended and Restated Operating Contract.

Section 8.29 “Notice of Support Service Termination” has the meaning set forth in Section 7.1 of Article VII of this Amended and Restated Operating Contract.

Section 8.30 “NPDES Permit” means any permits required under the National Pollutant Discharge Elimination System Program under sections 318, 402, and 405 of the Clean Water Act, Public Law 92-500, codified at 33 U.S.C. 1251 et. seq., and amendments thereto enacted since initial enactment of the Clean Water Act in 1972.

Section 8.31 “Operation, Maintenance and Management” means and includes the provision of labor, services, materials and supplies, and the procurement of goods and contract services for the benefit of the WRA, by the Operating Contractor as necessary and appropriate for the operation, maintenance and management of the WRA and the WRA System, including without limitation the WRF and the Wastewater Collection and Conveyance System.

Section 8.32 “Operating Funds” means financial assets collected and held by the Operating Contractor for the benefit of WRA in any deposit or investment accounts, or held directly by the WRA in any deposit or investment accounts, that are designated or reserved for current or future operating expenditures, including funds designated for debt service on Bonds.

Section 8.33 “Operating Contractor” means the City of Des Moines and its directors, officers, employees and agents.

Section 8.34 “Participating Communities” means the Cities of Altoona, Ankeny, Bondurant,

Clive, Cumming, Des Moines, Grimes, Johnston, Norwalk, Pleasant Hill, Polk City, Waukee, and West Des Moines, and Polk County, the Urbandale Sanitary Sewer District, the Urbandale-Windsor Heights Sanitary District and the Greenfield Plaza/Hills of Coventry Sanitary District, together with any other cities, counties, or sanitary districts that hereafter become Participating Communities under the provisions of the WRA Agreement.

Section 8.35 “Participating Community Billing and Payment Policy” means the WRA Participating Community Billing and Payment Policy adopted by the Board under authority of the WRA Agreement, effective as of the Effective Date of this Amended and Restated Operating Contract, including any modification thereof adopted by the Board.

Section 8.36 “Party” and “Parties” have the meaning set forth in the introduction of this Amended and Restated Operating Contract.

Section 8.37 “PILOT Charge” means the payment in lieu of a tax charge made to the WRA by the City of Des Moines or any other Participating Community for the provision of police and fire protection services, calculated annually in accordance with the WRA “Policy Regarding Computation of Pilot Charge and Reconciliation.”

Section 8.38 “Policy” or “Policies” means one or more formal statements of rules or policies to govern the operations or activities of the WRA as adopted and modified from time to time by duly adopted resolution of the Board, including the policies listed in Exhibit 1 and Exhibit 2 hereto.

Section 8.39 “Primary Outside Counsel” means any law firm and its attorneys, selected by the Board to be the outside general counsel to the WRA from time to time.

Section 8.40 “Refunding Bonds” has the meaning as defined in Article I, Section 1, of the WRA Agreement.

Section 8.41 “Reserve Funds” means the portions of financial assets collected and held by the Operating Contractor for the benefit of WRA in any deposit or investment accounts, or held directly by the WRA in any deposit or investment accounts, that are designated or reserved for specific limited purposes under the Master Bond Resolution, the WRA Agreement, or any Policy or any resolution adopted by the Board.

Section 8.42 “Side Letter of Agreement” has the meaning set forth in Section 7.11 of Article VII of this Amended and Restated Operating Contract, and means and includes both any single Side Letter Agreement or multiple Side Letter Agreements as the context may require,

Section 8.43 “Small Capital Project” means any Capital Project which has an estimated cost that is below a cost threshold established by a Policy adopted by the Board from time to time, including but not limited to, a “public improvement” as that term is defined under the Iowa Construction Bidding Procedures Act, where the estimated cost of the improvement is below the amount which requires the solicitation of competitive bids.

Section 8.44 “Special Charges” means charges allocated to Participating Communities under Section 9(c) of Article IX of the WRA Agreement because of default of payment by one or more Participating Communities.

Section 8.45 “Special Outside Counsel” means any law firm and its attorneys selected by the Board to act as counsel to the WRA as to any specific matter or matters from time to time.

Section 8.46 “Specified Services Provisions” has the meaning set forth in Section 7.1 of Article VII of this Amended and Restated Operating Contract.

Section 8.47 “Support Services” means all services provided by the Operating Contractor that are not Integral Services or Core Operating Services.

Section 8.48 “Support Services Review Period” has the meaning set forth in Section 7.1 of Article VII of this Amended and Restated Operating Contract.

Section 8.49 “Technical Committee” means the Technical Committee as defined in the WRA Agreement.

Section 8.50 “Term” has the meaning set forth in Section 1.8 of this Amended and Restated Operating Contract, including without limitation any extensions as provided for therein.

Section 8.51 “Third Amended WRA Agreement” means the amended and restated WRA Agreement to be adopted as a condition precedent to the effectiveness of this this Amended and Restated Operating Contract as referred to in the fifth Recital paragraph of this Amended and Restated Operating Contract.

Section 8.52 “Wastewater Collection and Conveyance System” means the WRA’s wastewater collection and conveyance system, consisting of sanitary sewer interceptors and extensions to same, detention basins, equalization basins, storage facilities, pumping stations, force mains and all related property and improvements, as now existing and as the same may be expanded or improved in the future.

Section 8.53 “WRA” or “Wastewater Reclamation Authority” means the Des Moines Metropolitan Wastewater Reclamation Authority, an entity organized and existing under Chapters 28E and 28F of the Iowa Code and established pursuant to the WRA Agreement. The term “WRA” means and includes the representatives of the Participating Communities and Associate Communities on the WRA Board, and the officers and employees of the WRA.

Section 8.54 “WRA Agreement” means the Third Amended and Restated Agreement for the Des Moines Metropolitan Wastewater Reclamation Authority filed with the Iowa Secretary of State, as such agreement shall be amended from time to time during the Term of this Amended and Restated Operating Contract.

Section 8.55 “WRA Budget” means the WRA’s annual budget established as provided by the WRA Agreement.

Section 8.56 “WRA Core Accounting & Finance Services” are a part of Core Financial Services as described and set forth in Section 2.6(a) of Article II of this Amended and Restated Operating Contract.

Section 8.57 “WRA Core Budget Preparation Services” are a part of Core Financial Services as described and set forth in Section 2.6(b) of Article II of this Amended and Restated Operating Contract.

Section 8.58 “WRA Core Finance Unit” has the meaning set forth in Section 2.5 of Article II of this Amended and Restated Operating Contract.

Section 8.59 “WRA Core Operating Unit” has the meaning set forth in Section 2.2 of Article II of this Amended and Restated Operating Contract.

Section 8.60 “WRA Deputy Director” means any individual serving in the position with such title as defined in the WRA Agreement that has been appointed as provided in the WRA Agreement and this Amended and Restated Operating Contract.

Section 8.61 “WRA Director” means an individual serving in the position with such title as defined in the WRA Agreement that has been appointed as provided in the WRA Agreement.

Section 8.62 “WRA Improvement” or “Improvement” means any “Improvement” as defined in the WRA Agreement.

Section 8.63 “WRA Improvement Project” means any Capital Project that is for construction of a WRA Improvement.

Section 8.64 “WRA Operating Cost Policy” means the “WRA Operating Cost Policy” adopted by the Board as of the Effective Date of this Amended and Restated Operating Contract, including any modification thereof adopted by the Board.

Section 8.65 “WRA Procurement Policy” has the meaning set forth in Section 2.7 of Article II of this Amended and Restated Operating Contract.

Section 8.66 “WRA System” means all WRA facilities now existing or hereafter constructed, improved or expanded, including all real, personal and mixed property of every nature, both tangible and intangible, now owned by the WRA or hereafter acquired by it and comprising part of, or used as a part of, the activities and operations of the WRA, including without limitation the WRF, the Wastewater Collection and Conveyance System, satellite wastewater and CSO treatment facilities, real estate acquired for future use, storage facilities, pumping stations conveyance extensions, force mains and all related property and all improvements thereto. The WRA System does not include the separate sanitary sewer systems or the separate storm water

sewer systems owned and operated by the Operating Contractor or any of the other Participating Communities.

Section 8.67 “WRF” means the Wastewater Reclamation Facility located generally at 3000 Vandalia Road, Des Moines, Iowa, as now existing and as the same may be expanded or improved in the future, together with any other treatment facilities hereafter constructed or acquired by the WRA wherever located.

Other capitalized terms used in this Amended and Restated Operating Contract that are defined in the WRA Agreement shall have the meanings as defined in the WRA Agreement.

**CITY OF DES MOINES, IOWA,
OPERATING CONTRACTOR**

By _____

Attest:

Approved as to Form:

City Clerk

City Attorney

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 _____ to me personally known, and, who, being by me duly sworn, did say that they are the Mayor and City Clerk, respectively of the CITY OF DES MOINES, 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 (Ordinance No. ____ passed _____) (the Resolution adopted) by the City Council, under Roll Call No. ____ of the City Council on the ____ day of _____, 2025, and that _____ 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

**DES MOINES METROPOLITAN WASTEWATER
RECLAMATION AUTHORITY (WRA)**

By _____,
Board Chair

Attest:

_____, Board Secretary

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 _____ and _____, to me personally known, and, who, being by me duly sworn, did say that they are Chairperson and Secretary, respectively of the Board of the Des Moines Metropolitan Wastewater Reclamation Authority (the “WRA”); that the instrument was signed and sealed on behalf of the WRA by authority of its Board, as contained in Resolution No. _____, adopted by the WRA Board on the ____ day of _____, 2025, and that _____ and _____ acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the WRA and by it voluntarily executed.

Notary Public in and for the
State of Iowa

EXHIBIT 1

WRA Policies Adopted before _____, 2025

1	Policy Regarding Computation of PILOT Charge and Reconciliation	04/06/2004
2	Replaced by WRA Operating Cost Policy	
3	Investment Policy	07/01/2004
4	Policy Establishing a Preference for the Procurement of Goods and Services Offered by Bidders and Proposers Located Within WRA Participating Communities	03/22/2005
5	Policy Regarding Joint Procurement of Goods and Services by the WRA and the City of Des Moines	07/19/2005
6	Policy and Procedure for Disqualification of Bidders	11/20/2007
7	Guidelines Regarding Core Community Participation in an Expansion Community Project	07/08/2008
8	Tree Removal and Mitigation Policy	07/15/2025
9	Policy Regarding Subcontractor Approval Process for WRA Capital Improvement Projects	01/20/2010
10	Construction-Related Claim Administration Policy	10/19/2010
11	Claim Administration Policy (non-construction related)	10/19/2010
12	Emergency Repair Policy	04/19/2011
13	Unsolicited Proposals Policy	02/21/2012
14	Insurance and Risk Management Program	06/19/2012
15	Des Moines Wastewater Reclamation Authority Policy for the Application Process for Clean Water SRF Water Resources Restoration Sponsored Projects	04/16/2013
16	Policy Regarding Payment of Expenses for Records Search and/or Copies	12/16/2014
17	Policy Regarding the Selection of Consultants for WRA Improvements	02/17/2015
18	Amended Wastewater Reclamation Authority Security Information Policy	04/19/2016
19	Intellectual Property Rights Policy	09/19/2017
20	Administrative Settlement Policy	04/17/2018

21	Policy Regarding the Acquisition of Property for WRA Improvement Projects and Regarding the Acceptance or Grant of Property Interests	12/18/2018
22	Policy for Connections to the WRA Conveyance System	01/15/2019
22	Continuing Disclosure Policy	11/19/2019
23	Policy Regarding the Selection of Consultants for WRA Improvements	02/21/2023
24	Policy Regarding the Provision for Procurement of Design and Construction Services for WRA Improvement Projects	02/21/2023
25	WRA Operating Cost Policy	[Insert Date]
26	WRA Policy Regarding the Selection of Construction Manager-at-Risk for WRA Improvements	[Insert Date]

EXHIBIT 2

WRA Policies Adopted to be effective as of Effective Date

Participating Community Billing and Payment Policy adopted by the Board on _____, 2025, subject to the Third Amended and Restated WRA Agreement becoming effective.

DRAFT

Confidential Preliminary Working Draft
Not yet reviewed or approved by WRA Board

10-16-2025 Clean

THIRD AMENDED AND RESTATED AGREEMENT
FOR THE
DES MOINES METROPOLITAN
WASTEWATER RECLAMATION AUTHORITY
UNDER
IOWA CODE CHAPTER 28E AND CHAPTER 28F

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THIRD AMENDED AND RESTATED AGREEMENT FOR THE
DES MOINES METROPOLITAN WASTEWATER RECLAMATION AUTHORITY UNDER
IOWA CODE CHAPTER 28F AND CHAPTER 28F

WHEREAS, the Cities of Altoona, Ankeny, Bondurant, Clive, Des Moines, Johnston, Pleasant Hill and West Des Moines, and Polk County, Warren County, the Urbandale Sanitary Sewer District and the Urbandale-Windsor Heights Sanitary District (the "Constituent Communities") were parties to the Integrated Community Area Agreement dated February 19, 1979 or to one or more of the Supplements thereto (together, the "I.C.A. Agreement"); and

WHEREAS, the Constituent Communities, together with the City of Norwalk and the Greenfield Plaza/Hills of Coventry Sanitary District entered into the Amended and Restated Agreement for the Des Moines Metropolitan Wastewater Reclamation Authority, effective as of July 1, 2004, and filed with the Iowa Secretary of State as agreement M026426 (the "Original Agreement"), in order to amend, restate and terminate the I.C.A. Agreement and to provide a "two-tier" utility model of governance for the WRA System; and

WHEREAS, after the effective date of the Original Agreement, the Cities of Cumming, Polk City and Waukee joined as parties to the Original Agreement; and

WHEREAS, all parties to the Original Agreement agreed to amend and restate the Original Agreement by Second Amended and Restated Agreement for the Des Moines Metropolitan Wastewater Reclamation Authority, effective June 11, 2014, as filed with the Iowa Secretary of State as agreement M507115 (the "Second Amended Agreement");

WHEREAS, Warren County has been inactive as a Participating Community, and now desires to join as an Associate Community as provided by Article V-A of this Agreement and joins in this Agreement solely in such capacity;

WHEREAS, after the effective date of the Second Amended Agreement, the City of Grimes joined as a party to the Second Amended Agreement, effective July 1, 2022, pursuant to a "Supplement to the Second Amended Agreement" as filed with the Iowa Secretary of State as agreement M512584 (the "Grimes Supplemental Participation Agreement");

WHEREAS, this Third Amended and Restated Agreement for the Des Moines Metropolitan Wastewater Reclamation Authority Under Iowa Code Chapter 28F And Chapter 28F (this "Agreement" or the "Third Amended Agreement"), has been adopted by the requisite 90% population weighted vote in the manner provided by Article XX of the Second Amended Agreement, to supplement, amend, restate, and replace the Second Amended Agreement, as amended by the Grimes Supplemental Participation Agreement (the "Second Amended Agreement, as amended"), and has been executed by all Participating Communities, or so many of them whose representatives shall have voted in favor thereof, to be effective as of January 1, 2026, subject to the prior filing with the Iowa Secretary of State of a properly executed counterpart hereof;

NOW, THEREFORE, THE PARTICIPATING COMMUNITIES, AND WARREN COUNTY AS AN ASSOCIATE COMMUNITY, HEREBY SUPPLEMENT THE SECOND AMENDED AGREEMENT, AS AMENDED, BY AMENDING AND RESTATING IT AS FOLLOWS:

ARTICLE I. DEFINITIONS

Section 1. Definitions. For purposes of this Agreement, the following words and phrases shall have the following meanings:

- (a) "Agreement" or "this Agreement" or "Third Amended Agreement" shall mean this "Third Amended and Restated Agreement for the Des Moines Metropolitan Wastewater Authority", as the same may be amended and supplemented from time to time.
- (b) "Amended and Restated Operating Contract" shall mean the Amended and Restated Operating Contract between the WRA and the City of Des Moines, Iowa that goes into effect as of the Effective Date of this Agreement.
- (c) "Annual Budget" shall mean the WRA budget developed and adopted for each fiscal year under Article IX.
- (d) "Appeal Committee" shall mean the committee established under the provisions of Article V, Section 3, of this Agreement.
- (e) "Associate Community" shall mean a city or county that is not a Participating Community but has one or more sanitary districts or city sewer utilities operating within its territorial limits that are Participating Communities, and that joins in this Agreement for the limited purposes provided by Article V-A.
- (f) "Board" shall mean the board of the WRA, established and acting under this Agreement.
- (g) "Bonds" shall mean any and all bonds, notes, loan or lease agreements, interim obligations, or other obligations issued by the WRA as authorized under Chapter 28F of the Code or any other applicable provision of law, to acquire and construct the Improvements to the WRA System.
- (h) "Calendar year" shall mean the annual period from January 1 to December 31, unless otherwise defined by Board resolution.
- (i) "Code" shall mean the Code of Iowa, as the same may be amended and supplemented from time to time.
- (j) "Completed Improvements" shall mean Improvement to the WRA System previously completed under the terms of Second Amended Agreement as listed and defined in Article VI, Section 4.

- (k) "Constituent Communities" shall mean the original parties to the ICA Agreement as defined in the first recital paragraph of this Agreement.
- (l) "Conveyance Expansion Improvements" shall mean those infrastructure improvements undertaken to provide conveyance capacity that: (i) are multi-jurisdictional because they are of substantial benefit to two or more Participating Communities; (ii) provides a new primary point of connection to the WRA System; or (iii) provide extension of sewer service to newly connecting communities. The Conveyance Expansion Improvements include the "Expansion Improvements" previously undertaken under the Second Amended Agreement as described in Article VII, Section 2 of the Second Amended Agreement and in Exhibits 33 through 43 attached to such Agreement. The Conveyance Expansion Improvements expected to be undertaken by the WRA or the Participating Communities under the terms of this Agreement are described in Article VII, Section 1 hereof and in Exhibits __ through __ attached hereto and made a part hereof. Conveyance Expansion Improvements also include any additional Improvements to the WRA System that the Board authorizes and decides to undertake, as provided in Article VII, Section 4, that are classified by the Board as Conveyance Expansion Improvements.
- (m) "Core Communities" shall mean all of the Participating Communities as defined in the Second Amended Agreement as supplemented by the addition of the City of Grimes under the Grimes Supplemental Participation Agreement.
- (n) "Core Improvements" shall mean Improvements that are not Conveyance Expansion Improvements or Special Improvements. Core Improvements include those Improvements previously undertaken under the Second Amended Agreement or hereafter undertaken as authorized in this Agreement to the WRF or to the core of the WRA System as acquired by the WRA under the Second Amended Agreement and as described in Exhibit 1, including but not limited to the treatment plant, the acquired conveyance systems, pump stations, key combined sewers, and flow equalization facilities. The Core Improvements previously undertaken under the Second Amended Agreement are described in Article VII, Section I of the Second Amended Agreement and in Exhibits 3 through 32 attached to such Agreement. The Core Improvements expected to be undertaken by the WRA or the Participating Communities under the terms of this Agreement are described in Article __, Section __ hereof and in Exhibits __ through __ attached hereto and made a part hereof. Core Improvements also include any additional Improvements to the WRA System that the Board authorizes and decides to undertake, as provided in Article __, Section __, that are classified by the Board as Core Improvements, including Conveyance Improvements that primarily benefit five (5) or more Participating Communities.

- (o) "Core Operating Contract" means a single Operating Contract as defined in Article VIII, Section 2 of this Agreement, including without limitation the Amended and Restated Operating Contract.
- (p) "Core Operating Contractor" shall mean any contractor to the WRA under any Core Operating Contract now existing or hereinafter arising.
- (q) "Debt Service" shall mean the aggregate annual principal (whether at maturity or pursuant to sinking fund redemption requirements), interest and other payments (including liquidity charges, letter of credit fees, auction agent and remarketing fees and broker-dealer fees) to be made by a Participating Community on outstanding Bonds or Refunding Bonds for the period or periods in question; provided however, that payments on Bonds which have been advance refunded and defeased shall be excluded, as shall payments on Bonds which are to be made from capitalized interest or other funds escrowed or deposited with a third party. If the WRA shall issue variable rate Bonds, there shall be taken into account in determining Debt Service the amount of principal and interest payable in the current year, assuming that the interest rate for a whole year on such variable rate Bonds is the rate the Board determines to be appropriate for that purpose and applying such rate on a consistent basis.
- (r) "Eastside Interceptor" shall mean the Core Improvement as described in Article VII, Section 1 and Exhibit 16 to the Second Amended Agreement. The Eastside Interceptor project is now characterized as a Completed Project under this Agreement.
- (s) "Effective Date" shall mean the effective date of this Agreement as provided in Section 1 of Article XXIII.
- (t) "Equitable" as applied to an action of the Board under this Agreement shall mean that the action reflects fair treatment of the respective interests of the Participating Communities, individually and collectively, based on a reasoned application of facts and analysis to applicable criteria expressed in this Agreement and other criteria reasonably found by the Board to apply to the matter being considered, including without limitation cost-benefit analysis, efficient management, operation, and use of the WRA System, legal and regulatory requirements, conformity with the Long Range Plans of the WRA, and best wastewater treatment standard practices in the collection, conveyance and treatment of wastewater.
- (u) "Executive Committee" shall mean the committee established under the provisions of Article V of this Agreement.
- (v) "Expansion Communities" shall mean the following Participating Communities: the Cities of Altoona, Ankeny, Bondurant, Clive, Cumming, Grimes, Norwalk, Polk City, Waukee, and West Des Moines, and the Urbandale Sanitary Sewer

District, as well as any other newly connecting communities that subsequently become Participating Communities hereunder.

- (w) "Finance Committee" shall mean the committee established under the provisions of Article V, Section 5 of this Agreement.
- (x) "Grimes Supplemental Participation Agreement" shall mean the "Supplement to WRA Agreement Admitting the City of Grimes as a Participating Community of the WRA" effective July 1, 2022 filed with the Iowa Secretary of State as Agreement Number M503051 that was entered into for the purpose of, and has had the effect of, adding the City of Grimes as one of the Participating Communities.
- (y) "I.C.A. Agreement" shall mean, collectively the I.C.A. Agreement among the Constituent Communities named therein, dated February 19, 1979, the Addendum thereto, and the First, Second, Third, Fourth, Fifth and Sixth Supplements thereto.
- (z) "IDNR" shall mean the Iowa Department of Natural Resources, or any successor to the same.
- (aa) "Improvements" shall mean Core Improvements, Conveyance Expansion Improvements, Special Improvements, other Improvements that are identified as Small Capital Projects in any Annual Budget, and any other improvements to the WRA System constructed or acquired under Article VII or Article XV of this Agreement, including but not limited to any improvements made for the purpose of enabling the WRA to meet the requirements of the NPDES Permit for the WRF issued by the IDNR and any other applicable State of Iowa and federal permits necessary for the operation of the WRA System, and any water resource restoration projects undertaken by the WRA pursuant to Code Sections 28F.1, 455B.199 and 384.80 and other applicable State of Iowa statutes and administrative rules.
- (bb) "Inflow and Infiltration" shall mean water that is not sewerage or wastewater that enters a sanitary sewer system and is connected to, or conveyed to, or is within the WRA System that comes from intrusion of surface water, groundwater, or other sources such as, roof leaders, yard drains, footing drains, or similar sources, but does not include intentional storm water connections made or authorized by a Participating Community with combined sewers in those combined sewer areas.
- (cc) "Interest Rate Agreement" means an interest rate swap, cap, collar, floor, forward, option, put, call or other agreement, arrangement or security however denominated, entered into by the Board in order to hedge interest rate fluctuations on any of the Bonds or Refunding Bonds or to provide debt management by changing payments to be made by the WRA with respect to any of the Bonds or Refunding Bonds with a goal of achieving lower interest costs or reducing interest risk.

- (dd) "Local Obligations" shall mean any sewer revenue bonds or notes issued by a Participating Community for non-WRA projects.
- (ee) "Nominating Committee" shall mean the committee established under the provisions of Article V, Section 1 of this Agreement.
- (ff) "NPDES Permit" shall mean the permits required to operate the WRF under the federal National Pollutant Discharge Elimination System regulations.
- (gg) "Operating Contract" means any contract entered into pursuant to Article VIII, Section 2 of this Agreement for the purposes of operating, maintaining or managing the WRA, the WRA System, or both, and providing such other services to the WRA as the Board shall determine to be appropriate. Operating contract includes but is not limited to the existing Operating Contract between the WRA and the City of Des Moines, Iowa that was entered into effective July 1, 2004.
- (hh) "Operating Contractor" shall mean any contractor to the WRA under any Operating Contract now existing or hereinafter arising.
- (ii) "Original Acquisition Date" shall mean June 11, 2014, which was the date that the WRA acquired rights to the ownership, use, operation and maintenance of the then existing WRF and the WRA conveyance facilities from the Participating Communities, described in Article VI of the Second Amended Agreement.
- (jj) "Original Agreement" shall mean the Amended and Restated Agreement for the Des Moines Metropolitan Wastewater Authority", effective as of July 1, 2004, filed with the Iowa Secretary of State as agreement M0264426 that was adopted among the Constituent Communities plus the City of Norwalk and the Greenfield Plaza/Hills of Coventry Sanitary District to amend, restate and terminate the I.C.A. Agreement and was subsequently joined by Cities of Cumming, Polk City and Waukee.
- (kk) "Original Outstanding Obligations" shall mean all sewer revenue bonds and SRF loan agreements issued by the City of Des Moines under the I.C.A. Agreement that have been fully paid prior to the Effective Date of this Agreement.
- (ll) "Participating Communities" shall mean the Cities of Altoona, Ankeny, Bondurant, Clive, Cumming, Des Moines, Grimes, Johnston, Norwalk, Pleasant Hill, Polk City, Waukee and West Des Moines, and Polk County, the Urbandale Sanitary Sewer District, the Urbandale-Windsor Heights Sanitary District and the Greenfield Plaza/Hills of Coventry Sanitary District, together with any other cities, counties, or sanitary districts that become Participating Communities under the provisions of this Agreement.

- (mm) "Policy" or "Policies" shall mean one or more formal statements of rules or policies to govern the operations or activities of the WRA as adopted and modified from time to time by duly adopted resolution of the Board, included but not limited to any Policy specially authorized or referred to in this Agreement.
- (nn) "Refunding Bonds" shall mean any bonds, notes, loan agreements or other obligations issued by the WRA for the purposes of refunding any of the Bonds under the provisions of Article XIII, Section 2(b) hereof.
- (oo) "Renewal, Replacement, and Small Capital Project Fund" shall mean the reserve fund created and maintained by the Board; (i) to pay the costs of extraordinary expenses or repairs, renewals and replacements not included in the annual WRA budget; (ii) to make payments due for any property purchased as part of the WRA System; and (iii) to provide funding for Small Capital Projects.
- (pp) "Reversionary Interest" shall mean the inchoate rights of Participating Communities in the facilities and assets of the WRA, including without limitation the physical assets that comprise the WRA System that shall arise and attach only upon, and at the time of, the termination of the existence of the WRA or the sale of all, or substantially all, of the assets of the WRA.
- (qq) "Rock Creek Communities" shall mean Polk County and the Cities of Ankeny and Polk City.
- (rr) "Second Amended Agreement" shall mean the "Second Amended and Restated Agreement for the Des Moines Metropolitan Wastewater Authority", effective June 11, 2014, and filed with the Iowa Secretary of State as agreement M507115 that amended and restated the Original Agreement.
- (ss) "Small Capital Projects" shall mean capital projects that are authorized as a part of an Annual Budget adopted under Article IX for the purposes of maintaining, repairing, replacing, expanding, or improving the WRA System and that are paid for from the Renewal, Replacement, and Small Capital Project Fund.
- (tt) "Southwest Area Diversion Project" shall mean those infrastructure improvements described in Article VII, Section 3 of the Second Amended Agreement and in Exhibits 44 through 46 attached thereto. The Southwest Area Diversion Project is now characterized as a Completed Project under this Agreement.
- (uu) "Special Improvements" shall mean Improvements that the Board determines are not reasonably categorized as Core Improvements or Conveyance Expansion Improvements because such Improvement primarily benefits four or fewer Participating Communities and the special character of the Improvement requires an allocation of costs, burdens and benefits among some or all Participating Communities in a manner different than those specified in this Agreement for Core Improvements or Conveyance Expansion Improvements. Completed

Improvements that would be considered Special Improvements under this definition have included: (i) the Eastside Interceptor described in Article VII, Section 1 and Exhibit 16 of the Second Amended Agreement. (ii) the Westside Interceptor described in Article VII, Section 1 and Exhibit 31 attached hereto; and (iii) the Southwest Area Diversion Project described in Article VII, Section 3 of the Second Amended Agreement and in Exhibits 44 through 46 of the Second Amended Agreement. The Special Improvements expected to be undertaken by the WRA or the Participating Communities under the terms of this Agreement are described in Article VII, Section 3 hereof and in Exhibits 28 and 93 through 97 attached hereto and made a part hereof. Special Improvements also include any additional Improvements to the WRA System that the Board authorizes and decides to undertake, as provided in Article VII, Section 4, that are classified by the Board as Special Improvements.

- (vv) "Sponsored Water Resource Projects" shall mean and include any water resource project or projects involving capital investment by WRA, other than an Improvement or repair or replacement of the WRA System, undertaken by WRA or by WRA jointly with any Participating Communities, or Associate Communities, or both, pursuant to grants or other cost-effective funding mechanisms where the Board determines such sponsored water resource project advances one or more purposes of this Agreement in a manner consistent with the mission of the WRA.
- (ww) "Technical Committee" shall mean the committee established under the provisions of Article V of this Agreement.
- (xx) "Westside Interceptor" shall mean the Improvement described in Article VII, Section 1 and Exhibit 31 to this Agreement.
- (yy) "WRA" shall mean the Des Moines Metropolitan Wastewater Reclamation Authority established and operating as described in this Agreement.
- (zz) "WRA Cash Contribution in Lieu of Bonds Policy" shall mean the policy adopted and amended from time to time by the Board to administer Article XIII, Section 5.
- (aaa) "WRA Deputy Director" shall mean an individual, if any, appointed by the WRA Board, in accordance with Article VIII, Section 3 of this Agreement, to be the deputy to the WRA Director and to act in his or her place in his or her absence or incapacity.
- (bbb) "WRA Director" shall mean the individual appointed by the WRA Board, in accordance with Article VIII, Section 3 of this Agreement, to be the chief executive officer and chief administrative officer of the WRA, and, if such person is an employee of the Core Operating Contractor, to be responsible for administration and management of the WRA System and to be in charge of the provision of all services provided under the Core Operating Contract.

- (ccc) "WRA Facility Plan" shall mean the facility plan prepared to guide capital investments in the WRA System as adopted and updated from time to time, including anticipated Improvements to the WRA System, that is submitted to, and reviewed by, IDNR.
- (ddd) "WRA Flows" shall mean of the annual amount of flow to the WRF and to any other wastewater facility of the WRA from each of the Participating Communities, or if the context requires the total amount of annual flow from all Participating Communities. WRA Flows shall be computed based on metered flows to WRA facilities or on estimated flows to such facilities where no prior metered flows exist or where insufficient metered flows data is available, as determined by the Technical Committee. Except as adjusted by the Board pursuant to Article IX, Section 4 of this Agreement, the WRA Flows for any fiscal year shall be based on an average of flows for the preceding three twelve-month periods beginning on October 1 and ending on September 30.
- (eee) "WRA Long Range Plan" shall mean a plan established under Article X-A, Section 1.
- (fff) "WRA Participating Community Billing and Payment Policy" shall mean the policy adopted and amended from time to time by the Board under Article IX, Section 7(a).
- (ggg) "WRA System" shall mean and include the WRF, all WRA sanitary sewer conveyance facilities and all properties of every nature hereinafter owned by the WRA and comprising part of or used as a part of the WRA System, including all wastewater treatment facilities, storage facilities, pumping stations, sanitary sewer extensions, force mains, stream bank stabilization and similar water resource restoration projects accepted by a WRA Board resolution as part of the WRA System and undertaken by the WRA pursuant to Code Sections 28F.1, 455B.199 and 384.80 and other applicable State of Iowa statutes and administrative rules, and all related property and improvements to the same, all real and personal property of the WRA and all appurtenances, contracts, leases, franchises, and other intangibles of the WRA, all as are constructed and/or acquired by the WRA or accepted by the WRA pursuant to Article VII, Section 4(e), Article XV, or other terms of this Agreement. The "WRA System" does not include any of the local sanitary sewer collection system facilities maintained by the Participating Communities.
- (hhh) "WRF" shall mean the Wastewater Reclamation Facility located generally at 3000 Vandalia Road, Des Moines, Iowa, as now existing and as the same may be expanded or improved in the future.
- (iii) "WRF Flows" shall mean WRA Flows with any flows to facilities other than the WRF excluded.

ARTICLE II. PURPOSE AND STATUS AS LEGAL ENTITY

Section 1. Purposes. This Agreement is an amendment and restatement of the Second Amended Agreement, and a supplement thereto, and its purposes are to:

- (a) Provide for the continuation, expansion, and modification of the joint project commenced under the I.C.A. Agreement, as continued first under the Original Agreement and subsequently under the Second Amended Agreement pursuant to a "two-tier" utility model of governance;
- (b) Provide for a means of jointly constructing, operating, maintaining, and financing the facilities that comprise the existing WRA System together with all Improvements necessary and proper to expand, upgrade, maintain and extend the WRA System in the future for the purposes as stated herein for the mutual benefit of Participating Communities;
- (c) Provide leadership, vision, planning, and financial support that encompasses the existing and growing needs of the Participating Communities and the Greater Des Moines Metropolitan Area, for highly effective wastewater conveyance, wastewater treatment, resource recovery and conservation, water resource enhancement, and watershed improvement;
- (d) Deliver services and support to the Participating Communities and other sources of wastewater on an economically and technically sound basis that preserves and protects the environment, including the quality of the waters of the State and the United States; and
- (e) Strive to meet the foregoing purposes as a recognized leader, visionary, and innovator in the fields of wastewater treatment, wastewater resource recovery, and resource conservation.

Section 2. Status as Separate Legal Entity and Powers. Pursuant to Sections 28E.5 and 28F.1 of the Code, the WRA shall be constituted as a separate legal and administrative entity, governed by the Board established herein, and known as the "Des Moines Metropolitan Wastewater Reclamation Authority" or the "WRA", to permit joint exercise of any powers, privileges or authorities exercised or capable of exercise by Participating Communities to maximize the mutual benefits and efficiencies of collaboration thereunder. As so constituted, the WRA shall be a public body corporate and political subdivision of the State of Iowa, and an instrumentality of political subdivisions of the State of Iowa, in accordance with IRS Revenue Ruling 57-128, 1957 C.B.311. The WRA shall be a governmental body subject to open meetings requirements under Chapter 21 of the Code, and a government body subject to open records requirements under Chapter 22 of the Code, to the extent provided by law, as amended. The WRA shall be operated to be exempt from federal and state income tax to the fullest extent permitted by law.

The WRA may: (i) sue and be sued; (ii) contract in its own name; (iii) acquire, hold, sell and transfer real and personal property in furtherance of its corporate purposes as determined by the Board; and (iv) exercise all the powers delegated to it by the Participating Communities and

the Associate Communities, or that are otherwise conferred, under Chapters 28E and 28F of the Code or any successor laws. The WRA shall have no seal.

ARTICLE III. ORGANIZATION OF BOARD

Section 1. Governing Body. The WRA shall be governed in all matters by a Board consisting of representatives of the Participating Communities as provided in this Article.

Section 2. Composition of Board.

(a) Each representative of a Participating Community on the Board shall be either: (i) a member of the governing body of the Participating Community appointed by a vote of the governing body; or (ii) any other person appointed by the mayor or chair of the governing body of the Participating Community and approved by vote of such governing body. The governing body of a Participating Community may similarly appoint such alternate or alternates on a temporary or permanent basis, as a Participating Community shall determine.

(b) Each Participating Community shall be entitled to at least one representative on the Board. If the population within a Participating Community as determined by the Board under the provisions of this section exceeds sixty-five thousand (65,000), the Participating Community shall be entitled to one additional representative for each sixty-five thousand (65,000) in population, or fraction thereof, over the first sixty-five thousand (65,000) in population. For purposes of the foregoing, the applicable populations will be determined by reference to population data from the most recent U.S. Census, regular or special, for the actual population of a city, sanitary sewer district, or defined service area of a county. Population shall be considered without regard to the sewer status of individual properties, so long as some portion of the service area is connected to a centralized sewer system. Commercial and industrial users do not affect the determination of the applicable population. In the case of sanitary districts and the defined service areas of counties, the populations thereof shall be determined by reference to U.S. Census population data from for those census tracts situated wholly or partially within the boundaries of the sanitary district or the defined service area of the county.

The Technical Committee shall review the most recently available census data for each new Participating Community in accordance with the forgoing provisions, utilizing any methodology approved by the Board to the extent applicable, to estimate the population of the new Participating Community and shall report such estimate to the Board for the purpose of the Board's determination of the Board representation to which such new Participating Community is entitled.

The Technical Committee shall review new population data from the U.S. Census, regular or special, for each of the Participating Communities when and as such new data becomes available to estimate the current population of each affected Participating and shall report such estimates to the Board for the purpose of the Board's determination of the Board representation to which such new Participating Community is entitled.

(c) Notwithstanding the foregoing, no Participating Community shall be entitled to more than three (3) representatives on the Board regardless of population.

(d) The Technical Committee shall compute the WRA Flow as defined in Section 3(d) of this Article of each Participating Community solely and specifically for weighted voting purposes, and shall divide the WRA Flow in equal shares among the Board representatives to which the Participating Community is entitled, for purposes of determining the WRA Flow-weighted voting power of each Board Representative under Section 3(b) of this Article. The Technical Committee shall report such determination to the Board annually in each January or as soon as possible after the required data is available for each year.

(e) Upon Board approval of the population data for each Participating Community and the WRA Flow-weighted voting power assignment to each Board representative, such population data and WRA Flow-weighted voting power assignments shall be binding on all Participating Communities in determining Board representation and WRA Flow-weighted votes during that calendar year. To the extent the population data reflects an increase in the number of Board representatives to which a Participating Community is entitled, the vacancy or vacancies resulting shall be filled by the Participating Community as provided in Section 2(a) of this Article. To the extent the population data reflects a decrease in the number of Board representatives to which a Participating Community is entitled, the most recently appointed Board representative or representatives of the Participating Community shall be deemed removed to reduce the number of Board representatives to the correct number.

(f) All representatives who are elected officials of Participating Communities shall serve during the time they hold office entitling them to such representative status, unless terminated by resolution of the Participating Community so represented. All representatives who are not elected officials of the Participating Community shall serve at the pleasure of the appointing governing body, and until their appointment is terminated by resolution of the Participating Community so represented.

(g) During November of each year, the Clerk of the Board shall contact the governing body of each Participating Community to request the names of each Participating Community's representative(s) and alternate(s) to serve on the Board for the upcoming calendar year, not to exceed the total number of representatives for a Participating Community as determined in subsection (b) above. The appointment of representatives and alternates to the Board shall be approved by the governing bodies of the Participating Communities, which appointments shall be certified in writing to the Board before the annual meeting of the Board in January of each year.

Section 3. Voting.

(a) In the ordinary conduct of the Board's business, and except as otherwise provided herein, each Board representative will have one vote, and the majority vote of the Board representatives present and voting (or, where applicable, their appointed alternates) shall decide all matters coming before the Board. Notwithstanding the foregoing, however, if the

representative of a Participating Community does not represent an underlying service area population, the representative shall not be considered a voting member of the Board on any matter. In such a case, the representative may participate in discussion, but shall not make or second a motion or cast a vote on any matter to come before the Board.

(b) Except for the actions or items listed in Subsection (c) of this Section that are not eligible for a WRA Flow-weighted vote, any Participating Community represented at a meeting of the Board may request a WRA Flow-weighted vote, whereupon the vote on that item will automatically be deferred to the next regularly scheduled, or specially called, meeting of the Board. Notice of the impending WRA Flow-weighted vote will be given to all Participating Communities by inclusion of such item on the agenda for that meeting with a conspicuous statement that a WRA Flow-weighted vote is to be taken. At such meeting, the decision on the question that is the subject of the WRA Flow-weighted vote shall be determined by the side of the question compiling the highest total WRA Flow number, utilizing for this purpose the WRA Flow numbers assigned under Section 2(c) of this Article to the Board representatives of each Participating Community (or, where applicable, their appointed alternates) who are present at such meeting and voting thereon.

(c) The actions or items for which a WRA Flow-weighted vote may not be requested or taken are as follows:

1. The appointment, or termination of appointment, of either the WRA Director or the WRA Deputy Director, if such person is, or is to be appointed as, an employee of the Core Operating Contractor.
2. Any purchasing or procurement not requiring specific Board approval under an existing Policy.
3. Any Professional Services Agreement ("PSA") not requiring specific Board approval under an existing Policy, with PSAs including:
 - a. Engineering services.
 - b. Financial services.
 - c. Insurance broker services.
 - d. Attorney services.
 - e. Audit services.
4. Any of the following ministerial functions of the Board:
 - a. Approval of Board Minutes.
 - b. Setting Dates of Hearings.
 - c. Receipt of WRA Director or other staff Reports.
 - d. Receipt of Committee Reports.
5. Any vote to recess into closed session, which vote shall only be conducted in accordance with state law.

6. Removal of a Board Member.

7. Actions of the Board related to any specific debt-related item, including the authorization, sale, approval and issuance of Bonds and Refunding Bonds, including without limitation, loans issued through the Iowa Finance Authority's State Revolving Fund (SRF), or other indebtedness, to the extent such actions are voted on after a prior action of the Board to either: (i) authorize an Improvement or other capital project that was approved based on the anticipation that it was to be funded in whole or in part by such specific debt-related item either by approval thereof as detailed in a Budget adopted by the Board or by any other separate vote of the Board; or (ii) that reflects an initial decision by the Board to proceed with or incur such specific debt related item for any purpose.

(d) For purposes of Section 2 and Section 3 of this Article, "WRA Flow" shall be as defined in this Agreement except that the flow utilized for voting purposes for each calendar year shall be based on flows from the three most recent previous calendar years as re-calculated annually by the Technical Committee for budget allocation computations, regardless of what calculation of WRF Flow is used for any other purposes under this Agreement.

(e) The forgoing provisions notwithstanding, the following extraordinary vote requirements shall apply to the following actions or items:

1. Approval by a 90% WRA Flow-weighted vote, shall be required for adoption of any Amendment to this Agreement under Article XX of this Agreement.
2. Approval by a 90% WRA Flow-weighted vote, shall be required for any action to approve the sale of all or substantially all of the assets of the WRA.
3. Approval by a 67% WRA Flow-weighted vote and by the affirmative vote of Board representatives who represent not fewer than three (3) Participating Communities shall be required for the appointment, or termination of appointment, of either the WRA Director or the WRA Deputy Director, if such person is not, or is not to be, an employee of the Core Operating Contractor.

(f) The Chair, or in the Chair's absence, the Vice Chair of the Board, may vote and participate in discussion, but shall not make or second a motion.

Section 4. Officers of the Board.

(a) The officers of the Board shall be the Chair, the Vice Chair and the Secretary, each of whom shall be elected by vote of the Board, and the Clerk, who shall be appointed by resolution of the Board.

(b) The Chair shall preside at all meetings of the Board. The Chair shall sign any instruments which the Board has authorized to be executed, except in cases where the signing of instruments shall be required by law or protocol to be otherwise signed or executed.

(c) In the absence of the Chair, or in the event of the death, inability to act or refusal to act by the Chair, the Vice Chair shall perform the duties of the Chair, and when so acting, shall have all the powers of and be subject to all the restrictions upon that office. At any meeting at which neither the Chair nor the Vice Chair is present the Board shall, as the first item of business of the meeting, select a Board representative who is in attendance to preside as Chair pro tem for the duration of the meeting.

(d) The Secretary shall have responsibility for (i) the taking and preservation of minutes of the proceedings of the Board, (ii) the giving of all notices in accordance with this Agreement or any bylaws, or as otherwise directed by the Board or required by law, (iii) acting as custodian of the records of the WRA and (iv) keeping a current registry of the names and addresses of the members of the governing body of each Participating Community, and of each Participating Community's principal officer and Board representatives and alternates. With the approval of the Board or as otherwise delegated by the Secretary, the foregoing secretarial duties may be performed by the Clerk and/or by the Operating Contractor and its staff or with the assistance of the Operating Contractor and its staff.

(e) Other than the Clerk, the officers of the Board shall be elected annually by the representatives of the Participating Communities present at the annual meeting of the Board. The Nominating Committee shall select and offer nominations for each office at the annual meeting. Nominations shall also be accepted from the representatives present at the annual meeting. All nominees, including those offered by the Nominating Committee, must receive a second in order to be considered a candidate and voted on for office. The Clerk shall be appointed by resolution of the Board, which appointment may, but is not required to be, made annually, and the Clerk may be an employee of the Operating Contractor.

(f) Other than the Clerk, each officer shall hold office until his or her successor has been duly elected. Alternates shall not be eligible to serve as officers. Each of the officers shall be from different Participating Communities. A vacancy in the office of Chair, Vice-Chair or Secretary shall be filled by the Board for the unexpired portion of the term. The appointed Clerk shall perform the duties of the Clerk until such time as a subsequent appointment by Board resolution is made.

Section 5. Meetings.

(a) Regular meetings shall be held at least monthly at the place, day and hour set forth in a schedule of regular meetings for the following year that is approved by the Board by no later than the last meeting in December of each year. The annual meeting shall be the first regular meeting held in January of each year. A copy of the agenda and all materials to be considered at the meeting shall be e-mailed and posted to the WRA website or delivered by mail or other means to the designated representative(s) of each Participating Community and the elected official and/or administrator designated by each Participating Community, at least four (4) days prior to the meeting, or as may otherwise be set forth in the bylaws.

(b) Special meetings of the Board, for any purpose or purposes not inconsistent with this Agreement, may be called by the Chair and shall be called by the Chair at the request of any

two Participating Communities. The notice requirements of subsection (a) shall apply to all special meetings.

(c) All meetings of the Board shall be conducted in compliance with Chapter 21 of the Code or any successor laws, as the same may be amended or supplemented in the future. Meetings shall be conducted in accordance with the Bylaws as interpreted by the presiding Chair or Vice Chair.

(d) The physical or electronic presence of a majority in number of the duly appointed and acting Board representatives, not including representatives of Associate Communities, shall constitute a quorum. A quorum is required to be present to convene a meeting of the Board and for the conduct of its business. The Chair shall determine whether a quorum exists, shall cause the names of all representatives present to be entered into the meeting minutes, and shall call the meeting to order if a quorum exists.

Section 6. Bylaws. The Board may adopt bylaws relating to the notice and conduct of its meetings and those of any committees it shall establish. Such bylaws may be adopted, and may be amended or repealed, by a majority vote of the Board taken at any regularly scheduled or specially called meeting as described in Article III, Section 5 hereof, provided that such bylaws or proposed amendment or repeal of such bylaws, was presented in writing at a prior regular meeting of the Board, and provided that notice of the impending vote thereon is contained in the meeting notice and agenda of the meeting at which such vote is to be taken.

ARTICLE IV. POWERS OF THE WRA AND THE BOARD

Section 1. Grant of Powers.

(a) The WRA and the Board shall have, and may exercise, all of the powers necessary or proper to advance the purposes of this Agreement to the fullest extent permitted by Chapters 28E and 28F of the Code or any successor laws, as the same may be amended and supplemented in the future, for the purposes set forth in this Agreement to include: (i) the prior acquisition of the WRA System on behalf of the Participating Communities; (ii) planning for and constructing Improvements to expand, extend and upgrade the WRA System on behalf of the Participating Communities; (iii) establish, adopt and enforce rules and regulations governing the operation and provision of wastewater treatment and necessary disposal; (iv) operating, managing and maintaining the WRA System as an essential governmental purpose, on behalf of, and for the benefit of all Participating Communities and to meet their needs now existing or as forecasted to arise; (v) establishing and supporting Sponsored Water Resource Projects; (vi) jointly financing the acquisition and construction of Improvements and Sponsored Water Resource Projects through the issuance of Bonds or other obligations as may be authorized for such purposes; (vii) contracting for, or providing and maintaining, security to preserve and protect the WRA System, as the Board deems necessary to preserve and protect the peace, health, safety, and welfare of the public; (viii) to exercise the powers generally possessed and exercised by Participating Communities under Iowa law, including necessary police powers, the power of eminent domain, and special assessment authority, to the fullest extent permitted by Iowa law, except to the extent expressly inconsistent with this Agreement; (ix) exercise any of

the powers of Participating Communities delegated to WRA, to the maximum extent permitted under Chapter 28E of the Code, and all powers granted to entities under Chapter 28F of the Code, and (x) any and all things necessary or proper to effectuate the foregoing.

(b) Without limiting the foregoing, the Board shall have all of the powers set forth in this Agreement, including but not limited to the power to: (i) approve its own budget; (ii) to adopt Policies, including without limitation Policies specifically referenced in this Agreement; (iii) contract for services and/or employ such staff as it deems necessary; (iv) approve its own capital improvement program; (v) define parameters and benchmarks for all services; (vi) enter into agreements, contracts or other arrangements for the financing of Improvements, including the issuance of Bonds and execution and repayment of loans; (vii) enter into agreements, contracts or other arrangements for the receipt from and/or provision of services to entities other than the Participating Communities, at the discretion of the WRA Board and in compliance with Chapters 28E and 28F of the Code; (viii) in accordance with Article VIII, Section 3 of this Agreement, appoint and remove the WRA Director; and (ix) pursuant to terms approved by Board resolution, acquire real and personal property, including any existing facilities, that the Board determines would be of benefit to the WRA System if acquired.

Section 2. No Private Inurement. No part of the net earnings of WRA shall inure to the benefit of, or be distributable to, any private person or private agency, except WRA is authorized and empowered to pay reasonable compensation or consideration for goods, services, materials, or properties that it obtains.

ARTICLE V. COMMITTEES

Section 1. Nominating Committee. A Nominating Committee is hereby established for the purpose of selecting and offering nominations for each office of the Board other than the Clerk, and for the member of the Executive Committee who is elected to serve on the Executive Committee by resolution of the Board, at the annual meeting in January or as necessary in the event an office of the Board becomes vacant. Members of the Nominating Committee shall be appointed by the Chair at a regular Board meeting held at least three (3) months prior to the annual meeting in January. The Nominating Committee shall be chaired by a representative elected by the other members of the Nominating Committee.

Section 2. Technical Committee. A Technical Committee is hereby established and shall be chaired by a representative elected by the voting members of the Technical Committee. The Technical Committee shall be comprised of one member appointed by each Participating Community who shall be an individual who is familiar with the WRA and local sewer systems, and who is not an elected official of the Participating Community. If a Participating Community is also an Operating Contractor, such Participating Community's representative shall represent such Participating Community's interest as a Participating Community. Each Participating Community may similarly appoint an alternate for its representative.

The Technical Committee shall also include a single representative with appropriate expertise appointed by the Core Operating Contractor to represent the operational needs of the WRA System. The WRA Director, and any other representatives appointed by the Core

Operating Contractor to provide required expertise shall be non-voting members of the Technical Committee.

The Technical Committee shall meet in accordance with a meeting schedule approved by the Technical Committee, at the call of the chair or at the direction of the Board, to provide technical advice or recommendation to the Board, including but not limited to (i) service area population estimates and allocations to Board representatives; (ii) updating of the reversionary ownership interests of Participating Communities as provided in Article XIV, Section 2 of this Agreement; (iii) specifying design flows for all Conveyance Improvements to be constructed; (iv) calculating capital contribution and surcharge payment amounts for newly connecting communities; (v) making an annual determination of community flows, including an evaluation of the accuracy of flow data; (vi) recommendations regarding improvements proposed by one or more Participating Communities to be accepted into the WRA System; (vii) review proposed connection points of Participating Communities to the extent provided under Article VII, Section 4(f); (viii) participation in the preparation of the WRF Facilities Plan and the WRA long range plan; and (ix) such other duties as may be assigned by the Board.

Section 3. Appeal Committee. An Appeal Committee is hereby established for the purposes of hearing and deciding appeals with respect to decisions or orders of the WRA Director as provided for in the industrial pretreatment ordinances approved by the Board pursuant to Article XVI, Sections 2-4 of this Agreement, and with respect to any other matter as may be delegated by Board resolution. The Appeal Committee shall be comprised of a representative from the Participating Community where the discharge is or will occur and/or where the issue that is the subject of the appeal is located or has occurred, as applicable, the Chair of the Board, and a Board representative from another Participating Community appointed by the Chair. In the event of the Chair's conflict of interest or unavailability, the Chair may appoint a Board representative from another Participating Community as a member of the Appeal Committee. If the appeal is related to the industrial pretreatment ordinances and the Operating Contractor seeking the suspension or termination is a Participating Community, the Board representative for that Participating Community shall not be appointed to serve on the Appeal Committee. Only one Board representative from a particular Participating Community may serve on the Appeal Committee.

The Appeal Committee shall decide all appeals by a majority vote of the members of the Appeal Committee. If the Appeal Committee affirms the action that is the subject of the appeal, the Appeal Committee shall so state and order in its written decision, and a record shall be made of the proceedings of the Appeal Committee.

Section 4. Executive Committee. An Executive Committee is hereby established for the purposes, among other things, of reviewing and advising on policy issues at the request of the WRA Director and making recommendations to the WRA Director, and of making recommendations to the WRA Board regarding the appointment of the WRA Director and thereafter periodically reviewing the performance of the WRA Director. The Executive Committee shall be chaired by the Board Chair, and shall be comprised of the current Chair, Vice-Chair, and Secretary of the Board, the most recently presiding Chair prior to the current Chair who remains a current member of the Board, and one current Board member who is elected to serve on the Executive Committee by resolution of the Board, following nomination

by the Nominating Committee, and who represents the City of Des Moines unless Des Moines is represented by another Executive Committee member. The Executive Committee shall meet at the call of the Chair or at the request of the WRA Director to fulfill its purposes as set forth herein and such other duties as may be assigned to the Executive Committee by resolution of the Board.

Section 5. Finance Committee. A Finance Committee is hereby established for the purposes of reviewing and overseeing financial matters concerning the WRA and assisting, advising, and making recommendations to, the Board on any financial matters coming before it. In addition to, and without limiting the generality of the foregoing, the Finance Committee shall: (i) review an initial draft of each proposed annual WRA budget and advise the WRA Director with respect thereto before the submission of a proposed budget to the Board and Participating Communities; (ii) support and provide oversight of the annual audits of WRA finances and WRA records; (iii) advise and assist in review and development of the WRA's financial plans and strategies including issuance of debt, investment policies, capital expenditures, financial reserves, staffing plan(s) and other related financial matters and (iv) perform such other duties as may be assigned by Board resolution.

The Finance Committee shall be comprised of one member appointed by each Participating Community who shall be an individual with financial expertise and knowledge of the Participating Community's financial relationship with the WRA. Each Participating Community may similarly appoint an alternate for its representative.

The WRA Director, WRA bond counsel and financial consultant(s) to the WRA shall be non-voting members of the Finance Committee. The Finance Committee shall be chaired by a voting member of the Committee elected by vote of the voting members of the Committee.

The Finance Committee shall meet in accordance with a meeting schedule approved by the Committee, at the call of the Chair of the Committee or the WRA Director, or at the direction of the Board.

Section 6. Other Committees. The Board may, by resolution, designate two or more of its representatives to constitute a committee. Such committee shall, if authorized by resolution of the Board, provide advice and recommendations to the Board and/or act pursuant to the authority delegated by the Board resolution. The designation of such committee shall not operate to relieve the Board of any responsibility imposed by this Agreement, unless such responsibility is specifically delegated to the committee by Board resolution. Meetings of such committees may be held at such time and place as the committee members may fix from time to time. Notwithstanding anything to the contrary in this Article, the WRA Board may, by resolution, delegate authority to perform WRA functions and/or to hear appeals to any committee, appeal board or board of review, or other grouping, made up of any constituency as determined by Board resolution, other than as specifically identified in this Agreement.

ARTICLE V-A: ASSOCIATE COMMUNITY JOINDER

Section 1. Admission of Associate Communities. During the term of this Agreement, one or more cities or counties that come within the definition of Associate Community may join in this Agreement after Board approval by execution of a supplement to this Agreement. Any such supplement shall be signed by the Chair and the Secretary on behalf of the WRA and by authorized officers of the Associate Community and shall be filed with the Iowa Secretary of State. Any such supplement shall (i) designate the named city or county as an Associate Community for purposes of this Agreement; (ii) obligate the Associate Community to comply with the provisions of this Article V-A as applicable; and (iii) contain such other terms and conditions as the Board shall determine to be appropriate. Such joinder shall be effective upon filing with the Iowa Secretary of State.

Section 2. Board Representation. Each Associate Community shall be entitled to appoint a person, and an alternate to serve in the absence of the appointed person, to serve as an ex officio, non-voting member of the Board created by Article III. In the case of a city, the appointed persons shall be nominated by the Mayor of the city and confirmed by the City Council. In the case of a county the appointed person shall be appointed by action of the Board of Supervisors. The person so appointed shall be entitled to all notice and information provided to full Board members and may participate in Board meeting but shall not be entitled to make motions or vote. Such person or persons may be removed or replaced at any time in the sole discretion of the governing body of the Associate Community.

Section 3. Support of WRA Mission. Each Associate Community shall support the mission of the WRA as follows:

(a) Each Associate Community will make right of way and other property interests owned by the Associate Committee available for installation, operation and maintenance of WRA facilities at no cost to the WRA other than reimbursement of actual out of pocket costs incurred by the Associate Community related thereto, and shall grant such easement, license or other right related thereto as the WRA may reasonably request without compensation.

(b) To the extent authorized by law, each Associate Community expressly delegates to the WRA the power of eminent domain possessed by it for acquisition of property, or any interest therein, for a public use or purpose related to WRA functions. The WRA is authorized to bring an action in eminent domain in its own name or may request a Associate Community to bring such action, which the Associate Community shall then do so, provided that the WRA shall fully reimburse the Associate Community for all costs of acquisition, including the damages to be paid to the owner of the property being so acquired and all related administrative and legal expenses incurred by the Associate Community to complete the acquisition. In the event the Board determines not to pay the award made by the compensation commissioners and take possession of the property at the conclusion of the eminent domain proceedings or any appeal thereof, the WRA shall reimburse the Associate Community for the costs and expenses as aforesaid and any attorney fees or damages awarded to the property owner.

(c) Each Associate Community shall support the WRA's industrial pretreatment program in the same manner as a Participating Community under Article XVI, Section 2, 3, and 4 of this Agreement.

Section 4. Limitations on Financial Obligations. No Associate Community shall have any financial obligation for any WRA budget share allocation, for any Bonds issued by WRA, for any capital contribution to the WRA, or for any other financial support of the WRA, except as expressly stated in this Article V-A.

Section 5. Termination of Associate Community Joinder. An Associate Community may terminate its joinder and withdraw from this agreement at any time upon not less than one year's written notice authorized by its governing body. Any such notice shall be delivered by mail or personal delivery to the Chair of the Board and the Secretary of the Board. Such termination shall be effective one year from the last date of receipt of notice of termination by such persons. Any such termination shall be of prospective effect only and shall not affect in any prior grant of any easement, license or other right or any prior or pending proceeding in eminent domain.

ARTICLE VI. STATUS AND FINANCING OF EXISTING FACILITIES

Section 1. Acquisition of Facilities. It is acknowledged that pursuant to the Second Amended Agreement, as of its Effective Date, the WRA acquired all rights to the use, operation and maintenance of, and beneficial interests in, the WRF, as it existed on June 11, 2014, the existing wastewater conveyance facilities described in Exhibit 1 hereto together with all other physical assets, real property, easements, equipment, cash, investment securities and all other financial instruments then held in the name of or by the City of Des Moines or any other Participating Communities under the I.C.A. Agreement, and all such assets, rights and interests were transferred to the WRA on the Original Acquisition Date. Upon request of the Board, the City of Des Moines and any other Participating Community having any interest shall execute and deliver any instrument of title or other documents as the Board may reasonably require to further document and perfect its interest in such properties and assets.

Section 2. Previously Established Surcharges for Certain Participating Communities.

(a) In lieu of any allocation of Debt Service for the Bonds issued under Article VI, Section 3 of the Second Amended Agreement and in lieu of certain other capital contributions for assets, the Cities of Ankeny, Bondurant, Cumming, Norwalk, Polk City, and Waukee have made, capital contributions or surcharge payments to the WRA for their use of the WRF as set forth in Exhibits 47 through 52 to the Second Amended Agreement. Such cities have acquired or will acquire reversionary interests in the flow capacity and capital investment basis of the WRF, with such reversionary interests being equal to the applicable percentage set forth in Exhibits 47 through 52 of the Second Amended Agreement in addition to the reversionary interests set forth in Exhibit 2 to the Second Amended Agreement.

(b) In lieu of any allocation of Debt Service for the Bonds issued under Article VI, Section 3 of the Second Amended Agreement, and in lieu of certain other capital contributions

for assets, the City of Grimes has made and shall make capital contributions and surcharge payments to the WRA for its use of the WRF as set forth in Exhibit 99 to this Agreement.

Section 3. Reversionary Interests in Original Acquisition Assets. Each Participating Community retained reversionary interests in the assets, properties and interests transferred to the WRA on the Original Acquisition Date, as provided in the Second Amended Agreement. Such interests have been adjusted by resolution of the Board as provided in the Second Amended Agreement, and shall be subject to further adjustment as provided in this Agreement.

Section 4. Completed Improvements. It is acknowledged that, as of the Effective Date of this Agreement, Improvements to the WRA System have been completed under the terms of the Second Amended Agreement and have been accepted by the WRA Board as follows:

(a) Core Improvements as described in Article VII, Section 1 of the Second Amended Agreement and in the Exhibits attached thereto as follows:

Exhibit 3	East 20th Street Connector - Phase I
Exhibit 4	Des Moines River Outlet
Exhibit 5	Westside Pump Station Improvements
Exhibit 6	WRF Emissions Control Improvements
Exhibit 7	Ingersoll Run Combined Sewer Improvements
Exhibit 8	WRF Gas Holding Improvements
Exhibit 9	WRF Power Generation Project
Exhibit 10	WRF Digester Mixing Improvements
Exhibit 11	Combined Sewer Solids Separation Facility
Exhibit 12	New Main Outfall
Exhibit 16	Eastside Interceptor

Exhibit 17	WRF Grit Basins
Exhibit 18	WRF Flood Improvements
Exhibit 19	WRF Clarifier Improvements – Phase 1
Exhibit 20	Southwest Outfall Lining – Phase 1
Exhibit 23	Southwest Outfall Lining – Phase 2

(b) Conveyance Expansion Improvements as described in Article VII, Section 2 of the Second Amended Agreement and in the Exhibits listed therein as follows:

Exhibit 33	West Des Moines Outfall Improvements
Exhibit 34	Four Mile Interceptor Extension
Exhibit 35	Little Four Mile Interceptor Extension
Exhibit 36	Middle Creek Trunk Sewer Extension
Exhibit 37	West Des Moines Outfall Extension
Exhibit 38	Four Mile Interceptor Improvements
Exhibit 39	Little Four Mile Interceptor Extension - South Branch
Exhibit 40	Mud Creek Interceptor Improvements

(c) Southwest Area Diversion Project as described in Article VII, Section 1 of the Second Amended Agreement and in the Exhibits listed therein as follows:

Exhibit 44	Southern Tier Interceptor - Eastern Phase
Exhibit 45	Southern Tier Pump Station and Force Main
Exhibit 46	Southwest Area Diversion Facility

(the "Completed Improvements"). The Exhibits listed above in this Section 4 are omitted from this Agreement, but were attached to the Second Amended Agreement,

(d) Certain projects contemplated in Article VII, Sections 1, 2 and 3 of the Second Amended Agreement and in the Exhibits listed therein have either been abandoned or replaced. Such projects were depicted in Exhibits 13, 22, 24, 27, 29, 30, and 32 attached to the Second Amended Agreement, but are omitted from this Agreement accordingly. Certain other projects contemplated in Article VII, Sections 1, 2 and 3 of the Second Amended Agreement and in the Exhibits attached thereto are pending and will be re-authorized in Article VII of this Agreement as depicted in Exhibits 14, 15, 21, 23, 25, 26 and 41-43 as attached to this Agreement.

Section 5. Allocation of Debt Service for Completed Improvements. The allocation of costs of Debt Service on Bonds or Refunding Bonds issued under the Second Amended Agreement to finance the Completed Improvements have been and shall continue to be as follows:

(a) The costs of Debt Service on Bonds issued for the purpose of acquiring and constructing the Core Improvements that are among the Completed Improvements have been allocated to the Participating Communities (also described in the Second Amended Agreement as "Core Communities"), as set forth in Article IX, Section 3(d) of the Second Amended Agreement, except that:

(i) The costs of Debt Service on Bonds or Refunding Bonds issued under the Second Amended Agreement to finance the acquisition or construction of the Eastside Interceptor have been and shall be allocated as follows: the annual Debt Service on the first \$8,600,000 principal amount of such Bonds shall be allocated to the Rock Creek Communities, to be paid in the percentages of 32.10% by Polk County, 63.85% by the City of Ankeny, and 4.05% by the City of Polk City; and the remainder of the Debt Service cost on such Bonds or Refunding Bonds shall be allocated to the Participating Communities on the basis of the WRA Flows of such Participating Communities.

(ii) The costs of Debt Service on Bonds or Refunding Bonds issued under Second Amended Agreement to finance the acquisition or construction of the Westside Interceptor have been and shall be allocated as follows: the annual Debt Service on the first \$11,100,000 principal amount of such Bonds have been and shall be allocated to the Rock Creek Communities, to be paid in the percentages of 32.10% by Polk County, 63.85% by the City of Ankeny, and 4.05% by the City of Polk City; and the remainder of the Debt Service cost on such Bonds or Refunding Bonds has been and shall be allocated to the Participating Communities on the basis of the WRA Flows of such Participating Communities.

(b) The costs of Debt Service on Bonds issued for the purpose of acquiring and constructing the Conveyance Expansion Improvements among the Completed Improvements have been and shall be borne by the Expansion Communities, as described in Article IX, Section 3(e) of the Second Amended Agreement.

(c) The costs of Debt Service on Bonds or Refunding Bonds issued under this Agreement to finance the acquisition or construction of the Southwest Area Diversion Project has been shall be allocated as described in Article IX, Section 3(f) of the Second Amended Agreement as follows: two-thirds of the cost shall be allocated to the Participating Communities on the basis of the WRA Flows of such Participating Communities and one-third of the cost shall be allocated to the Expansion Communities on the basis of the total WRA Flows of the Expansion Communities.

Additional costs for major capital improvement projects initiated prior to July 1, 2004, and funded through the budget have been allocated to the Participating Communities in the same percentages as the existing allocation of major capital improvement projects under the I.C.A. Agreement.

Section 6. Reversionary Interests in Completed Improvements. All rights to the use, operation and maintenance of all Completed Improvements are held by the WRA. Subject to Article XII and the right of newly connecting communities to acquire reversionary interests in Improvements, each Participating Community shall retain a reversionary ownership interest in the Completed Improvements as follows:

(a) Reversionary ownership interests to Completed Improvements made to the WRF shall be identical to the then current ownership shares held by the Participating Communities in the WRF as reflected in Exhibit 2A hereto and in subsequent updating of the same; and

Reversionary ownership interests to Completed Improvements made to facilities other than the WRF shall be equal to the ownership interests allocated to them for each project segment in the course of establishing the design flows for the projects to construct such Completed Improvement.

ARTICLE VII. CONSTRUCTION OF ADDITIONAL AUTHORIZED IMPROVEMENTS.

Section 1. Construction of Additional Authorized Core Improvements. The Core Improvements, in addition to the Completed Improvements, that the Board is authorized and directed to undertake generally consist of the following:

Project	Description	Reference
Birdland Pump Station Replacement** (a/k/a Birdland Pump & Force Main)	New pump station to replace existing Birdland Pump Station, and force main improvements	Exhibit 14
Southern Tier Interceptor – Phase 10, Segment 23	Parallel Interceptor from Southside Southside Des Moines River Interceptor to Southern Tier	Exhibit 15

	Equalization Basin	
Ingersoll Run Outlet	New interceptor from Des Moines River Outfall to Ingersoll Run Combined Sewer Overflow	Exhibit 21
WRA Site Acquisition, Clearing, and Securing	Additional Property for future expansion	Exhibit 54
WRA Sewer Lining – Phase 3	Lining of Southwest Outfall	Exhibit 55
WRF Phosphorus Recovery	Phosphorus recovery improvements	Exhibit 56
WRF Disinfection Improvements	Disinfection improvements at WRF	Exhibit 57
WRF Effluent Pumping	Pump station to lift effluent to Des Moines River under elevated river conditions	Exhibit 25
WRF Clarifier Improvements – Phase 2	Second phase of replacement of mechanisms and equipment on primary clarifiers and final clarifiers	Exhibit 26
WRF Biogas Flare System Improvements	Improvements to digester gas handling and flare system	Exhibit 58
WRA Sewer Lining – Phase 4	Lining of WRA sewers based on condition	Exhibit 59
WRF Aeration Basin Improvements	Improvements to the aeration basins and aeration system at WRF	Exhibit 60
WRA Sewer Lining – Phase 5	Lining of WRA sewers based on condition	Exhibit 61
WRA Personnel Facilities	Relocation of non-process facilities for treatment expansion	Exhibit 62
WRA Sewer Lining – Phase 6	Lining of WRA sewers based on condition	Exhibit 63

WRA Sewer Lining – Phase 7	Lining of WRA sewers based on condition	Exhibit 64
WRF Building 73 Improvements	Additional electrical generation for Emergency Power	Exhibit 65
WRF Buildings 50, 51, 52 Improvements	Improvements to the Return Sludge System	Exhibit 66
WRF Final Clarifier Expansion – Phase 1	Expansion of the final clarifiers	Exhibit 67
WRA Southwest Diversion Pump Station Odor Control	Odor control and corrosion control improvements	Exhibit 68
WRF Trickling Filter Demolition – Phase 3	Removal of Trickling Filters at WRF for future improvements	Exhibit 69
WRA Southwest Diversion Equalization Basin Odor Control	Odor control and corrosion control improvements	Exhibit 70
WRA Sewer Lining – Phase 8	Lining of WRA sewers based on condition	Exhibit 71
WRA Southside Des Moines River Interceptor – Phase 4	River Crossing and new influent WRF sewer	Exhibit 72
WRA Raw Water Pump Station and Preliminary Treatment	New headworks and preliminary treatment facilities	Exhibit 73
WRA Southwest Diversion Pump Station Modifications	Modifications to the Southwest Pump Station for frequent use	Exhibit 74
WRA Southwest Diversion Equalization Basin Modifications	Modifications to the Southwest Equalization Basin for frequent use	Exhibit 75
WRA Westside Pump Station Modifications	Modifications to the Westside Pump Station for future growth	Exhibit 76
WRA Southern Tier Pump Station Modifications	Modifications to the Southern Tier Pump Station for future growth	Exhibit 77
WRA Primary Treatment Facilities	New primary treatment facilities	Exhibit 78

WRA Influent Sewers Relocation	Relocation of influent sewers to New Headworks	Exhibit 79
WRF Digester and Dewatering Improvements	Improvements to digestion and Dewatering facilities	Exhibit 80
WRF Hauled Waste Facilities	Improvements to the hauled waste facilities	Exhibit 81
WRF Building 05 and Primary Treatment Demolition	Demolition of existing facilities for future facilities	Exhibit 82
WRF Second Outfall and Disinfection Facilities	Additional outfall for WRF and associated disinfection	Exhibit 83
WRF Primary Treatment Expansion	Expansion of primary treatment facilities	Exhibit 84
WRF Preliminary Treatment Expansion	Expansion of preliminary treatment facilities	Exhibit 85
WRF Gas Conditioning Improvements	Expansion of gas conditioning facilities	Exhibit 86
WRF Effluent Pumping Station No. 2	Additional pump station for effluent pumping to Des Moines River at elevated river conditions	Exhibit 87
WRF Final Clarifier Expansion – Phase 2	Expansion of the final clarifiers	Exhibit 88
WRF Biosolids Storage Expansion	Expansion for bio-solids storage	Exhibit 89
WRF Waste Thickening and Blended Sludge Facilities	Improvements to waste sludge thickening and blended sludge facilities	Exhibit 90
WRF Aeration Basin Expansion	Expansion of the aeration basins	Exhibit 91
WRF Digestion Facilities	Expansion of the digestion facilities	Exhibit 92
Westside Interceptor	Parallel interceptor from Westside Pump Station to junction of Saylor Creek	Exhibit 31

	Interceptor and Beaver Creek Interceptor	
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The above Core Improvements are included in the WRA Facility Plan and the general location, projected future cost of construction and anticipated year of construction thereof are shown in Exhibits attached to this Agreement. The costs of Debt Service on Bonds issued for the purpose of acquiring and constructing the above Core Improvements shall be borne by the Participating Communities, as set forth in Article IX, Section 3 hereof.

Section 2. Construction of Additional Authorized Conveyance Expansion Improvements. The Conveyance Expansion Improvements, in addition to the Completed Improvements, that the Board is authorized and directed to undertake generally consist of the following:

Project	Description	Reference
Common Trunk Improvements	Parallel Interceptor from Southwest Equalization Basin to 73rd Street South of University Avenue	Exhibit 41
Clive-USSD Joint Trunk (a/k/a Joint Trunk Sewer Improvements)	Parallel trunk sewer from 73rd Street south of University Avenue to approximately 142nd Street and Douglas Parkway	Exhibit 42
Southern Tier Interceptor – Western Phase	Parallel Interceptor from Southern Tier Pump Station to east side of Highway 28	Exhibit 43

The above Conveyance Expansion Improvements are included in the WRA Facility Plan and the general location, projected future cost of construction and anticipated year of construction thereof are shown in Exhibits attached to this Agreement. The costs of Debt Service on Bonds issued for the purpose of acquiring and constructing the Conveyance Expansion Improvements shall be borne by the Expansion Communities, as described in Article IX, Section 3 hereof.

Section 3. Construction of Special Improvements. The Special Improvements, in addition to the Completed Improvements, that the Board is authorized and directed to undertake generally consist of the following:

Project	Description	Reference
Little Four Mile Interceptor – Phase 15, Segment 1	Parallel interceptor from Four Mile Interceptor to junction with Little Four Mile Interceptor South Branch and Little Four Mile Interceptor Extension	Exhibit 28

WRA Pleasant Hill Pump Station Improvements	Improvements to the Pleasant Hill Pump Station	Exhibit 93
WRA Beaver Creek Interceptor Improvements	Parallel Sewer to Beaver Creek Interceptor	Exhibit 94
WRA West Des Moines Outfall, Segment 1 & 2 Improvements	Parallel Sewer to West Des Moines Outfall Sewer	Exhibit 95
WRA Pleasant Hill Force Main Improvements	Force main replacement for Pleasant Hill Pump Station	Exhibit 96
WRA Saylor Creek Interceptor – North Branch	Parallel Sewer to Saylor Creek Interceptor	Exhibit 97

The above Special Improvements are included in the WRA Facility Plan and the general location, projected future cost of construction and anticipated year of construction thereof are shown in Exhibits attached to this Agreement. The costs of Debt Service on Bonds issued for the purpose of acquiring and constructing the Special Improvements shall be borne or allocated among some or all of the Participating Communities, as described in Article IX, Section 3 hereof.

Section 4. Construction of Other Improvements and Small Capital Projects.

(a) In addition to the Improvements described in Sections 1, 2 and 3 of this Article, the Board is authorized to acquire and/or construct other necessary or desirable Core Improvements, Conveyance Expansion Improvements, and Special Improvements and to undertake Small Capital Projects in order to (i) maintain or optimize the capacity and performance of the WRA System; (ii) to maintain or improve operating efficiency or reduce operating costs of the WRA System or (iii) to extend or provide regional sewer service to particular areas, to the extent such Improvements or other Projects are not in conflict with, the WRA's purpose as set forth in this Agreement and are in compliance with Chapters 28E and 28F of the Code.

(b) The Participating Communities recognize and agree that their classification as either a Participating Community or an Expansion Community, or both, under this Agreement serves to obligate them to finance the acquisition and construction of the Core Improvements, Conveyance Expansion Improvements, and Special Improvements respectively, as well any other Improvements or projects designated by the Board as described in subsection (a) hereof, to the extent of the Bond financing authorized in Article XIII. In connection with a future amendment of this Agreement, the Participating Communities may determine to modify such classifications for purposes of constructing Improvements beyond those contemplated by this Agreement.

(c) Any Participating Community may acquire design flow capacity and a proportionate reversionary interest in any Conveyance Expansion Improvement undertaken in accordance with this Agreement. In such event, the requesting Participating Community shall notify the Board in writing of its intention to participate in a Conveyance Expansion Improvement, which notice must be received prior to Board approval of the plans and specifications for the Conveyance Expansion Improvement. The requesting Participating Community shall be responsible for a proportionate share of the costs of acquiring and constructing such Conveyance Expansion Improvement, based on the proportion of its design flow allocation to the total design flow of each project segment of the Conveyance Expansion Improvement in which the Participating Community desires to participate, or such other fixed cost share as the applicable Conveyance Expansion Communities may determine and be approved by the Board. The requesting Participating Community shall pay all such costs at such times and in such amounts as shall be determined by the Board, it being the intention of the Participating Communities not to utilize Bond financing authorized in Article XIII for such purposes.

(d) Notwithstanding anything in this Agreement to the contrary, any one or more Participating Communities may determine to undertake sanitary sewer improvements or extensions on their own, at their sole cost, under such terms as they shall agree upon. Any such improvements shall not be financed as provided in Article XIII of this Agreement, and shall not be considered part of the WRA System. Provided, however, the Participating Community shall give written notice to the WRA Director of the nature and extent of such improvements at least 3 months prior to initiating design and construction of such improvements for the purpose of permitting effective planning and coordination with the WRA Facilities Plan and compliance with subsection (e) of this Section.

(e) If one or more Participating Communities proposes to design or construct any sanitary sewer improvement, extension, pump station, force main, equalization basin, or other similar improvement that could reasonably be utilized, adapted or upsized to be a Conveyance Expansion Project or a Special Improvement as defined in this Agreement (for purposes of this subsection, collectively a "Extension") and either (i) the proposing Participating Communities themselves request that such Extension be included as part of the WRA System; (ii) the proposed Extension is multi-jurisdictional because it will be of material benefit to more than one Participating Community; or (iii) the WRA Director with the advice of the Technical Committee determines that such Extension should for any reason be incorporated in to the WRA System, the Proposing Communities must, prior to initiating design and construction of such Extension, obtain approval by Board resolution of terms of agreement relating to the proposed Extension. The terms of agreement shall include the proposed scope of the Extension including the service area of the proposed Extension, the anticipated sewer flowage, the Communities to be served, the location of the proposed connection to the WRA System, and the anticipated funding source for the Extension. Said information shall be used for Technical Committee review and recommendation to the Board, and for Board consideration, in relation to (1) the anticipated capacity of the proposed Extension and of the ability of the WRA System to accept such additional capacity and to operate and maintain the Extension, (2) the funding source to ensure that the WRA will not be obligated for any cost of design, property acquisition and/or construction of the Extension, and that said Extension shall be solely funded by the proposing

Participating Community or Communities separately from this Agreement, (3) the planned service capacity to ensure that more than one Participating Community will be served and/or receive capacity from the Extension, (4) the need, and method if applicable, for WRA to substantiate the design and construction of the Extension, and (5) such other items as may be reviewed by the Board and/or Technical Committee, at their sole discretion. The Participating Community or Communities shall further provide any additional information requested by the Technical Committee, the Board, or the staff for the Operating Contractor. The terms of the Agreement shall include a provision that the construction of the Extension shall be pursuant to plans and specifications that meet WRA standards for its own projects and shall also include any provision requested by the WRA Director with the advice of the Technical Committee to upsize the capacity of the Extension for the benefit of the WRA at WRA's expenses for any additional costs. The Board may approve the terms of agreement as submitted, approve the terms of agreement subject to revisions as deemed necessary for the Extension to become part of the WRA System, deny the terms of agreement, or exercise the right to cause the WRA to construct the Extension as a part of a WRA Conveyance Expansion Improvement. The Participating Community or Communities, by resolution of their respective governing bodies, shall approve the Board-approved terms of agreement prior to initiating design and construction of, and property acquisition for, the Extension.

If the terms of agreement are approved by the Board, and if the Board does not elect to construct the extension itself, the Participating Community or Communities shall design and construct the Extension in conformance therewith, and shall accept the Extension by governing body resolution prior to transfer of said Extension to the WRA. Following construction, the Extension shall be transferred by the Participating Community or Communities to the WRA pursuant to Article XV, Section 3 of this Agreement, and concurrently the maintenance bond for the Extension shall be assigned by the Participating Community or Communities to the WRA. Formal acceptance by the Board of the Extension, and of the maintenance bond(s) associated therewith, is required in order to effectuate the transfer and for such Extension to constitute an Improvement and part of the WRA System. The WRA shall not be required to accept any Extension from one or more Participating Communities that was not undertaken or transferred in compliance with this Section and/or that is not designed and constructed in accordance with the Board-approved terms of agreement relating thereto.

(f) To the extent a Participating Community proposes to construct a new Participating Community conveyance system that could be constructed and connected to more than one WRA subsystems, in whole or in part, the Participating Community shall consult with the WRA on which WRA subsystem to which the Participating Community's subsystem should be connected and obtain a review of the proposed point or points of connection by the Technical Committee, and a recommendation of the Technical Committee to Board based on a balancing costs and benefits to the WRA and the Participating Community. After the recommendation of the Technical Committee is obtained, the Participating Community must, prior to initiating design and construction of such project, obtain approval by Board resolution of the point or points of connection to be constructed.

Section 5. Permitted Adjustments. Given the necessity for accommodating circumstances relating to particular projects as they arise, the Board shall have discretion, without Participating Community review, to make minor adjustments to the timing, sequence of

construction, scope and location of all Improvements contemplated by this Agreement, and to approve plans and specifications, cost estimates, schedules of construction and cost allocations that do not differ materially from those set forth or described in this Agreement or the Exhibits hereto, so long as the level of sanitary sewer service to be provided to those areas is not materially different from that contemplated by the Core Improvements, the Conveyance Expansion Improvements and the Special Improvements. The Board shall further have discretion to make material substitutions, replacements and/or refinements to any Improvement contemplated by this Agreement, following written request for comment to the governing body for each Participating Community directly affected by the Improvement at issue and a notice and response period of thirty (30) calendar days following such request, and following Board consideration of comments received from each Participating Community upon such request, and in the event and to the extent that (1) the substitution or replacement advances the purpose of the originally planned Improvement in a more cost-effective manner that complies with State and federal requirements, including but not limited to environmental regulations, and substantially achieves the result of the originally planned Improvement, or (2) the substitution or replacement is required for compliance with State and federal requirements, including but not limited to environmental regulations. In conjunction with a request by a Participating Community to advance the schedule for construction of an Improvement from the date set forth on the applicable Exhibit to this Agreement, the Board may require such Participating Community to provide interim funding to the WRA in amounts and at the times deemed necessary by the Board to complete the design and construction of the Improvement without the issuance of Bonds, so long as the WRA agrees to reimburse the Participating Community for the amounts so advanced on terms acceptable to the Board and the Participating Community.

Section 6. Reversionary Interests in New Construction. All rights to the use, operation and maintenance of all Improvements constructed under the terms of this Agreement shall be and hereby are granted to and shall be held by the WRA. Subject to Article XII and the right of newly connecting communities to acquire reversionary interests in Improvements, each Participating Community shall retain a reversionary ownership interest in the Improvements constructed under this Agreement equal to the ownership interests allocated to them for each project segment in the course of establishing the design flows for the Improvements. Reversionary ownership interests to any Improvements made to the WRF shall be identical to the then current ownership shares held by the Participating Communities in the WRF as reflected in Exhibit 2A hereto or any subsequent updating of the same.

Section 7. Recommended Design Flows. The Technical Committee shall meet and determine appropriate design flows for all improvements to be constructed under this Agreement, taking into account the needs of the affected Participating Communities and the desire to optimize the performance of the WRA System. The recommendations of the Technical Committee with respect to the design flows shall be presented to the Board and shall, upon Board approval, be included in the plans and specifications for the particular Improvements involved.

Section 8. Contracts for Construction. All contracts for construction of Improvements under this Agreement shall be considered and entered into by the Board, on behalf

of the WRA and the Participating Communities, in accordance with applicable provisions of Iowa law.

ARTICLE VIII. OPERATION AND MAINTENANCE RESPONSIBILITIES.

Section 1. Board Responsibilities for Operation and Maintenance. The Board shall operate and maintain the WRA System for the benefit of all Participating Communities. It is recognized that there are costs of workforce, equipment, supplies, repairs, reserves, replacements and additions of equipment, management costs, legal and engineering costs, audit costs, insurance, claims, expenses (including costs and penalties) incurred by reason of Federal and State laws, regulations and requirements and other costs fairly and reasonably attributable to the operation and maintenance of the WRF and the WRA System that should be managed in the best interest of all of the Participating Communities collectively. All WRA System facilities shall be operated in such a way as to optimize their capacity and performance, and to accommodate the wastewater flows from each Participating Community to the extent practicable. It is recognized and agreed the Board may establish peak flow limitations for excess peaking flow or for excess Inflow and Infiltration at or exceeding volumes noted prior to the adoption of this Agreement, and may impose the same on any Participating Community responsible for the same. The Board may provide Equitable financial or other incentives to Participating Communities to reduce flows attributable to Inflow and Infiltration or to otherwise reduce their flow levels or may impose Equitable fees or surcharges on Participating Communities related to excess peak flow or excess Inflow and Infiltration, but only after considering any or all the following criteria: (1) the benefits to be achieved by the WRA; (2) best practices as reasonably applicable to the WRA System; (3) conformity with the WRA Long Range Plan; (4) provisions for reasonable notice and periods of transition to allow for economic adjustments by Participating Communities in their own operations; and (5) improvements and processes that each Participating Community subject to any of the foregoing actions have previously implemented to reduce Inflow and Infiltration below that at or exceeding volumes referenced herein.

Section 2 Participating Community Responsibilities for Operation and Maintenance. Each of the Participating Communities shall be solely responsible for the operation and maintenance of its own sewer systems, but shall reasonably cooperate with and assist the WRA to facilitate the efficient and effective operation of the WRA System. Such cooperation and assistance shall include but not be limited to:

- (a) Prompt and effective notice and communication with respect to operational problems as they arise;
- (b) Assistance with WRA's management of flows;
- (c) Cooperation with WRA's right of way acquisition and WRA's capital projects located within their respective jurisdictions;
- (d) Cooperation in efforts to mitigate Inflow and Infiltration;
- (e) Any other operation or maintenance assistance reasonably requested by the WRA or its Operating Contractors that the Participating Community may be able to provide without undue burden or expense.

Section 3. Staff and Contracts. In fulfilling its responsibilities, the Board may determine to employ such staff for such purposes and on such terms as it determines to be necessary or appropriate, or may enter into one or more Operating Contracts with one or more Operating Contractors for all necessary or desirable services, or both. The Board may define and enforce applicable policies, parameters, goals and performance benchmarks for its employed staff and its Operating Contractors. If the Board determines to provide for the operation of the essential facilities that comprise the WRA System by contract rather than primarily through staff directly employed by the WRA, then the Operating Contracts shall include a single Operating Contract, referred to herein as the “Core Operating Contract” that shall provide for the operation, maintenance, and management of the essential facilities that comprise the WRA System as a single, integrated and managed operation. As of the Effective Date of this Agreement, the Amended and Restated Operating Contract shall be the Core Operating Contract required by this section for its defined term. Services under any Core Operating Contract may be supplemented by one or more additional Operating Contracts or by supplemental services under the Core Operating Contract.

Section 4. WRA Director.

(a) The Board shall appoint, by resolution, a qualified person to be the WRA Director. The WRA Director shall be the chief executive officer and chief administrative officer of the WRA and shall report directly to the Board in such capacity. Except as limited by Section 3(c) if this Article, the WRA Director shall serve at the pleasure of the Board. The Board may also, in its discretion appoint, by resolution, a qualified person to be the WRA Deputy Director to act in the place of the WRA Director in his or her absence or incapacity and who shall also perform other duties as assigned by the WRA Director. In the event of a vacancy in the position of WRA Director occurs any WRA Deputy Director then serving shall act in the capacity of interim WRA Director, until a new WRA Director is appointed. If no WRA Deputy Director is then serving the Board shall appoint an interim WRA Director, by resolution, to serve until a new WRA Director is selected.

(b) If the Board desires to select a person to serve as WRA Director, on an interim or long term basis, who is an employee of the Core Operating Contractor, the appointment shall be only made in consultation with, and written concurrence of, the chief administrative officer of the Core Operating Contractor. The WRA Director shall in that case, in addition to reporting directly to the Board shall also report directly to the chief administrative officer of the Core Operating Contractor on all matters affecting performance of the Core Operating Contract. The WRA and the Core Operating Contractor will provide as part of the Core Operating Contract, or by separate Agreement, for processes and rules to reconcile potentially conflicting duties of the WRA Director to the Operating Contractor and to the WRA and the Board.

(c) With respect to a person serving as the WRA Director, who is an employee of the Core Operating Contractor, if the Board determines that the WRA Director is failing to perform his/her obligations under this Agreement, the Board shall give written notice to the chief administrative officer of the Core Operating Contractor which notice shall identify the performance concerns. The WRA Director will have ninety (90) calendar days following receipt of such written notice to cure the performance concerns as identified in the notice. If the WRA

Board then determines, at the Board's sole discretion, that the WRA Director has failed to cure the performance concerns within the 90-day cure period, the Board may unilaterally terminate the WRA Director's appointment.

(d) In the event of a vacancy occurs with respect to the position of WRA Director, if the person previously serving was an employee of the Core Operating Contractor, and unless the Board otherwise directs, the Core Operating Contractor shall initiate process required for Board to select and appoint a new WRA Director in consultation with the Executive Committee. If the person previously serving was not an employee of the Core Operating Contractor, the Executive Committee shall initiate the process.

Section 5. Emergencies and Disasters. The WRA Board may adopt one or more policies respecting natural disasters and other emergencies under which provisions of this Agreement may be suspended and special authorities may be granted to the WRA Director and others under emergency conditions or other exigent circumstances in a manner consistent with applicable federal and state law and regulations. Such policies shall at a minimum define the conditions under which they apply, the special powers and authorities granted, and limits on the duration of the special powers and authorities. The Board may modify such policies at any time and from time to time. Each Participating Community shall be given written notice of such policies and each modification thereof.

ARTICLE IX. BUDGET

Section 1. Fiscal Year. The WRA shall operate on the same fiscal year as a city under Iowa law.

Section 2. Schedule for Budget Preparation. Each year the Board shall cause there to be prepared and submitted to the Board and to the Participating Communities a proposed preliminary WRA budget for the next fiscal year. The preliminary WRA budget shall include, among other things, (i) a calculation of the annual operating cost shares (including amounts for all reserves to be funded), Debt Service allocated to each Participating Community as provided in this Agreement, and any surcharge payments imposed under Articles XI or XII hereof; (ii) a comparison of the budgeted and actual WRA expenditures for the current fiscal year; (iii) a listing of pending and proposed Small Capital Projects and their estimated costs; and (iv) proposed annual assessments to be paid into the Renewal, Repair and Small Capital Project Fund and any applicable Debt Service. The Board shall establish the date, time and place for a hearing on the proposed WRA budget before the Board, and each Participating Community shall be notified thereof in writing not less than thirty days prior to the hearing. Upon the request of any Participating Community, the Board shall make available such reasonably accessible information, schedules, comparisons and analysis as may be deemed reasonably necessary by such Participating Community in order to fully analyze the proposed WRA budget.

Section 3. Allocation of Annual Budget Shares. In each annual WRA budget: (i) the annual budgeted costs of operation and maintenance (including but not limited to administrative expense, flow monitoring, industrial pretreatment, and additions to the Renewal, Replacement,

and Small Capital Project Fund and the reserves for operating and working capital, and insurance and claims); (ii) Debt Service; and (iii) any surcharge payments imposed under Articles XI or XII hereof shall be allocated among the Participating Communities as follows:

(a) The cost of operation and maintenance of WRA System facilities, including general WRA administration, operation of flow meters, administration of the industrial pretreatment program, and the reserves for insurance and claims, shall be allocated to the Participating Communities on the basis of WRF Flows, except as other provided under Article XI.

(b) The costs of funding such other reserves as the Board shall determine to be necessary, including the Renewal, Replacement, and Small Capital Project Fund, operating and working capital reserves necessary to maintain cash flow and liquidity, and reserves established for the purpose of paying Debt Service on any series of Bonds or Refunding Bonds or securing the payment thereof, shall be allocated to the Participating Communities on the basis of WRA Flows, except as other provided under Article XI.

(c) The costs of Debt Service on Bonds or Refunding Bonds issued under this Agreement to finance the acquisition or construction of Core Improvements shall be allocated to the Participating Communities on the basis of the WRA Flows of the Participating Communities.

(d) The costs of Debt Service on Bonds or Refunding Bonds issued under this Agreement to finance the acquisition or construction of Conveyance Expansion Improvements shall be allocated to the Expansion Communities on the basis of the WRA Flows of the Expansion Communities

(e) The costs of Debt Service on Bonds or Refunding Bonds issued under this Agreement to finance the acquisition or construction of any other Improvements that are classified separately by the Board as being Special Improvements under this Agreement (as authorized in Article VII, Section 4 hereof) shall be allocated to those Participating Communities benefited by such Special Improvement in the manner as set forth in subsection (g) of this Section 3.

(f) If actual expenses for operation and maintenance of the facilities of the WRA System for any year (based on the audited financial statements) differ from the budgeted amount allocated to the Participating Communities for that year, the difference between the actual and budgeted amount shall be credited or charged to the Participating Communities on the basis of WRF Flows in the next budget year.

(g) For all Special Improvements the proposed annual assessments shall be allocated on an Equitable basis among the Participating Communities based on the following criteria: (i) the special benefits to be provided to specific Participating Communities by the Special Improvement based on design flows; (ii) the general benefits, if any, to all Participating Communities; (iii) avoiding cross subsidies among Participating Communities; (iv) assignment of a percentage share of the Special Improvement to all Participating Communities as a Core cost based on the number of benefited Participating Communities if greater than two under the

method set forth in Exhibit 98 [Drafting Note: Exhibit 98 will assign 25% of cost to Core if 3 communities benefit, 50% to Core if four communities benefit, and 100% to Core if five or more benefit) and (v) any other factor required by the nature of the Improvement to match the benefit provided to and the costs assigned to, Participating Communities.

(h) Any surcharge payments imposed on a Participating Community under Article XII hereof shall be allocated among the affected Participating Communities as provided by such Article or Board actions adopted thereunder.

Section 4. Rate Stabilization and Adjustments. Notwithstanding Section 3 above, the Board, at any time, may (i) approve minor adjustments to the calculations of WRA Flows, or to WRF Flows, or both, when calculating the budget and the costs allocated to the Participating Communities, in order to reflect or take into account particular circumstances or conditions affecting flows of certain Participating Communities, and (ii) implement a system of rate stabilization for purposes of determining the annual allocated cost shares that are derived from flows as described in Section 3, and utilize a multi-year average of metered flows in lieu of those attributable to the immediate prior calendar year in determining the annual cost shares. Any such adjustment or system of rate stabilization shall be implemented or discontinued at the beginning of a fiscal year and shall be approved in connection with the approval of a WRA budget for that fiscal year.

Section 5. Budget Hearing. At or before the hearing on the WRA budget, any Participating Community may file with the Secretary of the Board such objections as it deems appropriate and at such hearing may appear and present such information as it desires in support of its objections. The Board shall consider all such objections and upon the termination of the hearing may, but need not, modify the budget, and shall thereafter adopt the budget as submitted or as modified; provided, however, that final action on the budget shall occur each year by no later than May 1st. Absent such final action thereon by the Board on or before such date, the budget, including the allocation of cost shares, shall be deemed adopted as of such date, subject to any modifications previously approved by the Board.

Section 6. Budget Arbitration.

(a) Any Participating Community may request arbitration of the budget or any part thereof as adopted or deemed adopted by the Board, so long as such request is filed with the Board within ten days following the date of approval or deemed approval of the budget by the Board. Such request shall also be sent by registered or certified mail to the American Arbitration Association, Chicago, Illinois ("AAA") and to each of the Participating Communities to whom an annual cost share of the budget has been allocated. That part of the budget or allocation so specified in the request for arbitration shall then proceed to arbitration under the rules of the AAA and the decision of the arbitrator shall be final and binding upon all parties. In each instance, the Participating Community objecting to the budget shall have the burden of establishing that each challenged allocation or budgeted expenditure was not calculated in accordance with this Agreement.

(b) The Participating Community requesting arbitration shall bear all the costs thereof unless the arbitrator determines that the item(s) for which arbitration was requested should be reduced or excluded or the allocation was not correctly calculated. In such case, the cost shall be deemed a WRA administration expense and allocated to all Participating Communities on the same basis as other administrative expenses.

(c) If the arbitrator does not make his or her decision by the beginning of the budget year, the Participating Communities shall make their payments to the WRA upon the basis of the adopted budget pending a decision by the arbitrator. If the budget is modified as a result of the arbitration, the Board shall credit or charge to each Participating Community any excess previously paid or additional amount due as a result of the arbitrator's decision, as applicable. If the cost share of a Participating Community is modified as a result of the arbitration, the Board shall credit or charge to that Participating Community any excess previously paid or additional amount due as a result of the arbitrator's decision, as applicable and shall adjust the cost shares of other Participating Communities accordingly. The arbitrator shall have the authority to direct and require the re-allocation or re-adjustment of budget items and/or allocation of cost shares to reflect the arbitrator's decisions.

Section 7. Imposition of Sewer Rates and Charges by Participating Communities; Payments to WRA.

(a) Each Participating Community shall pay to the WRA, and for that purpose shall impose by ordinance such sewer rates and charges on contributors in its respective community sufficient in amount, together with other funds or sources of revenues appropriated for that purpose, to contribute on a monthly basis to the WRA during each fiscal year, (i) its allocated share of the operating budget and Debt Service on Bonds and Refunding Bonds as determined in accordance with this Agreement, and (ii) any surcharge payments imposed under Articles XI or XII hereof. Each Participating Community shall establish, maintain and revise such rates and charges from time to time whenever necessary as will always provide each Participating Community with sufficient revenue, together with other funds or sources of revenues as may be appropriated for such purpose, as will produce at least 110% of the amount necessary to pay Debt Service and the principal and interest on all outstanding Local Obligations during the fiscal year. If such rates and charges are not paid by the users of the sanitary sewer facilities as so provided in the ordinance, each Participating Community shall promptly certify the unpaid amounts to the appropriate county for collection.

The Board shall establish a policy respecting billing and payment of the amounts due to WRA from Participating Communities under this Article IX (the "WRA Participating Community Billing and Payment Policy") which shall include provisions for billing, due dates of payments, any late fees for payment after due dates, interest on unpaid balances that shall accrue after due dates, and related matters in the discretion of the Board. The Board may modify such policy at any time and from time to time. Each Participating Community shall be given written notice of the WRA Participating Community Billing and Payment Policy and each modification thereof, and such policy as revised from time to time shall be deemed a part of the

terms of service by the WRA to each Participating Community from and after the date on which such notices are given

Section 8. Priority of Payment Obligations.

(a) The obligation of each Participating Community to pay its allocated share of the WRA operating budget shall stand on a parity and equality of rank with respect to any prior pledge or covenant to fund operations and maintenance expenses made in connection with any other Local Obligations issued by the Participating Community.

(b) Each Participating Community shall treat its obligation to pay Debt Service under this Agreement as standing as nearly as practicable on a parity and equality of rank with respect to the lien and claim to the net revenues of the sanitary sewer utility of the Participating Community held by the holders of any other Local Obligations issued by the Participating Community, although it is recognized that such parity status may not be set forth in resolutions authorizing Local Obligations in all cases until currently outstanding Local Obligations are paid or discharged. Such parity status shall not extend, however, to any debt service reserve fund maintained by a Participating Community in respect of its Local Obligations. To that end, each Participating Community shall include provisions in any resolutions of its governing body authorizing the issuance of Local Obligations after the Effective Date of this Agreement to the effect that the obligation of the Participating Community to pay Debt Service under this Agreement shall have such parity status to the full extent authorized by the resolutions authorizing the currently outstanding Local Obligations.

(c) The financial officer of each Participating Community or, at the direction of the Board, an independent auditing firm selected by the Board and paid by the WRA, shall annually certify to the WRA, at the beginning of each fiscal year, to the effect that (i) the Participating Community has included the amount of its Debt Service obligations to the WRA for the coming fiscal year as an outstanding obligation for purposes of any applicable rate covenant made by the Participating Community for the benefit of the holders of any outstanding Local Obligations, (ii) the Participating Community has not issued any Local Obligations within the fiscal year then ending except on the basis set forth in subsection (b) above, and (iii) the Participating Community has imposed sufficient rates and charges or appropriated other funds in its budget for the next fiscal year sufficient in amount to timely pay its monthly payment obligations to the WRA during the next fiscal year.

Section 9. Payment Defaults.

(a) In the event of a failure by a Participating Community to make timely payment of any amount due to the WRA under this Agreement within the scope of the WRA Participating Community Billing and Payment Policy, the Participating Community shall incur interest and fees as provided in the WRA Participating Community in Billing and Payment Policy. Any obligations of a Participating Community to the WRA outside the scope of the Billing and Payment Policy that are not paid when due shall bear interest as provided by agreement, Chapter 535, of the Code, or applicable law.

(b) If any failure by a Participating Community to make a required payment to the WRA continues for a period of thirty (30) days, the Board shall have the right to take any action at law or equity as may appear necessary or appropriate to collect the amounts then due and thereafter to become due under this Agreement, including but not limited to those actions seeking money damages, specific performance or the appointment of a receiver to take control of the operation and management of the sanitary sewer utility system of the Participating Community.

(c) In the event a payment default by a Participating Community results in the expenditure of debt service reserve funds being held as security for any series of Bonds or Refunding Bonds, the Board promptly shall order the imposition of a special charge upon the Participating Communities in the amount necessary to fully replenish the reserve funds so expended, which shall be allocated among the Participating Communities on the basis of WRA Flows. Each Participating Community shall pay its allocated amount of the special charge to the WRA within ninety (90) days of the Board's action to impose the special charge. If however, the Board determines that the defaulting Participating Community is unlikely to timely pay its allocated share of the amount necessary to fully replenish the reserve fund, the Board shall allocate the share of the defaulting Participating Community to the other Participating Communities that are not in default, on the basis of WRA Flows (excluding for this purpose the flows of the defaulting Participating Community). A defaulting Participating Community shall be obligated to repay the WRA all amounts imposed as special charges under this subsection, together with interest thereon as provided in the WRA Participating Community Billing and Payment Policy, which the WRA shall in turn credit to the monthly payment obligations of the Participating Communities (on the basis of the WRA Flows used to impose the special charge) upon the WRA's receipt thereof.

ARTICLE X. FUNDS AND ACCOUNTS

Section 1. Funds and Investments. The Board shall establish and maintain appropriate funds and accounts for the purposes set forth in this Agreement including, but not limited to, separate accounts for operation and maintenance, administrative expenses, flow monitoring, industrial pretreatment, Debt Service on Bonds and Refunding Bonds and reserves for operating and working capital, insurance and claims and the Renewal, Replacement, and Small Capital Project Fund. The Board shall establish a policy to govern the Renewal, Replacement, and Small Capital Project Fund that shall include a minimum target fund balance, provisions for the replenishment of the target fund balance as needed, and provisions for funding by assessments of Participating Communities under the Annual Budget or by issuance of Bonds in the discretion of the Board. The Board may modify such policy at any time and from time to time.

All funds held by the Board shall be accounted for, managed and invested in compliance with Iowa law, including but not limited to Chapters 12B and 12C of the Code.

Section 2. Annual Audit. Annually the audit of the financial statements of the WRA shall be conducted in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States and Chapter 11 of the Code.

The annual audit shall be conducted by an independent auditing firm engaged by the Core Operating Contractor for that year, unless the Board determines and notifies the Core Operating Contractor, prior to June 30th of any year, that the WRA audit shall be conducted by another independent auditing firm selected by the Board. Following the receipt of the audit report, the Board shall deliver a copy of the same to the Participating Communities and may appoint an audit committee or schedule a meeting of the Board for the purpose of having representatives of the independent auditing firm submit an oral presentation of the audit and answer questions as may be posed to them.

ARTICLE X-A. WRA PLANNING

Section 1. Long Range Plan. The Board, with the advice of any standing or ad hoc committee, shall prepare and adopt a long-range plan to meet the wastewater treatment, conveyance, and resource recovery needs of the Participating Communities over a planning horizon of not less than ten (10) years and shall revise such plan as needed as potential new Participating Communities are identified or admitted and as other circumstances dictate.

The WRA Long Range Plan shall include and take into account all factors relevant to the mission of WRA, including without limitation: (a) expected growth in, and other changes to, wastewater flows of the Participating Communities; (b) existing and anticipated regulatory requirements; (c) the WRA Facilities Plan and WRA's capital and financing needs related thereto; (d) evaluation of Inflow and Infiltration to the WRA System and of possible mitigation strategies related thereto; (e) long range trends affecting wastewater treatment, including new technologies, resource recovery opportunities, sustainability issues, and impacts of climate change; (f) WRA's existing and future wastewater treatment capacities and requirements, including securing availability of additional sites for new facilities; (g) WRA's requirements under its Operating Contracts, Operating Contractor performance, and ongoing consideration of alternatives to existing Operating Contracts; (h) WRA governance initiatives and Board development; (i) emergency and disaster planning and policies; (j) strategic review of, and planning for, long term challenges and opportunities affecting the WRA mission, including potential expansion of Participating Communities, workforce needs and development, WRA executive development and succession, and ; and (k) all other matters necessary to assure the achievement of WRA's purposes for the benefit of the Participating Communities. It is expected the Long Range Plan will be forward-looking and will seek to anticipate change, rather than simply react to existing conditions and observed trends.

The initial WRA Long Range Plan, adopted after the Effective Date of this Agreement, shall take into account the WRA Treatment Facility Plan Update –2024 and the WRA Conveyance Facility Plan Update – 2024 and shall be expanded to reflect the guidance set forth in “Ten Attributes of Effectively Managed Water Sector Utilities”, as promulgated by the United States Environmental Protection Agency and consider all factors relevant to the mission of WRA, including without limitation:

- (a) Product quality
- (b) Employee and leadership development
- (c) Financial viability

- (d) Enterprise resiliency
- (e) Water resource sustainability
- (f) Customer satisfaction
- (g) Operational optimization
- (h) Infrastructure stability
- (i) Community sustainability
- (j) Stakeholder understanding and support.

Subsequent revisions and updates to the Long Range Plan will consider either updated or current guidance from the United States Environmental Protection Agency or other authoritative, industry-specific guidance then available, as deemed relevant and helpful.

Section 2. Update to Long Range Plan. The WRA Long Range Plan shall be updated on a regular basis, and in any event no less frequently than every ten (10) years.

Section 3. Participating Communities Participation.

(a) Each of the Participating Communities shall participate in, and support, the process of preparing and updating the WRA Long Range Plan by making its data and information available to WRA and to its planning staff and contractors. Each of the Participating Communities shall supply its best estimates of future wastewater flows in support of WRA's planning efforts within a reasonable time upon request. Information supplied by Participating Communities shall be based on uniform standards and principles for such information established by the Technical Committee.

(b) Prior to the original adoption of the WRA Long Range Plan by the Board, and prior to each update thereto, Participating Communities shall review, approve and certify to WRA confirmation of the WRA Long Range Plan's compliance with their individual needs over the intended time period covered by the applicable WRA Long Range Plan, or updates thereto.

Section 4. Implementation of WRA Long Range Plan. The Board shall be responsible, in its discretion, to operate WRA in accordance with the WRA Long Range Plan and to implement the WRA Long Range Plan's provisions. The Participating Communities shall provide reasonable assistance to the WRA and the Board in implementing the WRA Long Range Plan.

Section 5. WRA Facilities Plan. In addition to the WRA Long Range Plan, the WRA shall at all times have a current WRA Facilities Plan adopted by the Board in compliance with applicable law that is consistent with, and informed by, the WRA Long Range Plan.

ARTICLE XI. SURCHARGES AND SPECIAL USAGE CHARGES CERTAIN PARTICIPATING COMMUNITIES

Section 1. Surcharges to Participating Communities. The Board may in its reasonable discretion impose Equitable surcharges on certain Participation Communities, including without limitation, any newly connected Participating Communities in lieu of capital

contribution or allocation of Debt Service for Bonds and may also impose incentive surcharges under Article VIII, Section 1. Surcharges previously assessed as set forth in Exhibits 48-52 as attached to the Second Amended Agreement have been fully satisfied.

Section 2. Special Fees, Rates, Charges, and Surcharges. The Board shall have authority in its reasonable discretion exercised on an Equitable basis to establish special fees, rates, charges, and surcharges payable by Participating Communities, as necessary to allocate costs, burdens, and benefits on an Equitable basis to users under any special circumstances now existing or hereafter arising. Rates, fees, and charges charged to persons and entities that benefit from the services provided by WRA that are not Participating Communities shall be set in the sole discretion of the Board at or above the full costs of providing the services and in the best interest of the WRA.

ARTICLE XII. NEW PARTICIPATING COMMUNITIES

Section 1. Admission of New Participating Communities. During the term of this Agreement, additional cities, counties or sanitary districts organized under Chapter 358 of the Code may be admitted to membership as a Participating Community, and thereby become entitled and subject to all of the benefits and obligations of this Agreement. Any newly connecting community may commence full participation in this Agreement as a Participating Community at the beginning of any fiscal year, upon Board approval and execution of a supplement to this Agreement by such newly connecting community and the WRA prior to November 15th of the year preceding the fiscal year in which the newly connecting community would become a Participating Community. Any such supplement shall be signed by the Chair and the Secretary on behalf of the WRA and by authorized officers of the newly connecting community. Any such supplement shall (i) designate the newly connecting community as an Expansion Community for purposes of this Agreement, (ii) obligate the newly connecting community to comply with all of the provisions of this Agreement applicable to Participating Communities and (iii) contain such other terms and conditions as the Board shall determine to be appropriate in light of the service to be provided to the newly connecting community.

Section 2. Voting Rights. A newly connecting community shall be entitled to representation on the Board and the voting rights as provided in this Agreement, with such representation and voting rights to commence on the first day of the fiscal year in which the newly connecting community becomes a Participating Community under this Agreement.

Section 3. Budget Share Allocations. Upon becoming a Participating Community, a newly connecting community shall commence payments of the annual budget shares allocated to it in the WRA budget for that fiscal year and thereafter, as set forth in Article IX hereof. Except as expressly provided in the supplement to this Agreement executed by the newly connecting community and the WRA, the Debt Service allocation for a newly connecting community, shall be based upon only those Bonds issued after the first day of the fiscal year in which the newly connecting community becomes a Participating Community, and the newly connecting community shall have no liability with respect to Debt Service on Bonds issued prior to said date. As set forth in Article IX, Section 3, Debt Service on Bonds issued under this Agreement after the date the newly connecting community becomes a Participating Community shall be

allocated to such Participating Community on the basis of (i) its classification as an Expansion Community under this Agreement and (ii) the WRA Flows of the Expansion Communities.

Section 4. Capital Contribution.

(a) Each newly connecting community shall make a capital contribution or surcharge payments to the WRA for its use of (i) the WRF, (ii) that portion of the WRA System constructed under the I.C.A. Agreement and (iii) Improvements constructed under this Agreement, and all predecessor agreements, with such capital contribution or surcharge payments being paid in lieu of any liability for Debt Service on Bonds and Refunding Bonds issued prior to the date that the newly connecting community becomes a Participating Community. Upon receipt by the Board of a recommendation from the Technical Committee, the amount of the capital contribution or surcharge payments and the extent of the interests to be acquired shall be determined by the Board, and detailed in the supplement to this Agreement referred to in Section 1 of this Article. The Board may determine to accept a cash payment from the newly connecting community in respect of all or any portion of the required capital contribution, or may agree to a schedule of surcharge payments to be made by the newly connecting community over a period of years. As the capital contribution or surcharge payments are paid, the newly connecting community will acquire a reversionary interest in (i) the WRF and the WRA System facilities constructed under the I.C.A. Agreement for which a contribution or surcharge is required, in accordance with its capital investment basis, and (ii) Improvements constructed under this Agreement, except to the WRF, on the basis of the design flow shares assigned to the newly connecting community.

(b) All contributions or surcharge payments received by the WRA from a newly connecting community for a project constructed under the provisions of the I.C.A. Agreement shall be credited to the monthly payment obligations of the Participating Communities on the basis of their reversionary interests in each respective component of the WRA System facilities for which the contributions or surcharges were applicable based on the reversionary interest of each Participating Community at the time of admission of the newly connecting community. All contributions or surcharge payments received by the WRA from a newly connecting community for Improvements constructed under the provisions of this Agreement shall be credited to the monthly payment obligations of the Participating Communities based on the percentage of the project cost paid by each Participating Community in each respective component of the WRA System facilities at the time of admission. In each case, the Board shall determine the specific amounts to be so credited under this subsection upon receipt by the Board of a recommendation from the Technical Committee.

ARTICLE XIII. ISSUANCE OF BONDS

Section 1. Obligations and Use of Reserves Authorized.

(a) As a means of financing the acquisition and construction of Improvements to expand, extend and upgrade the WRA System described in this Agreement or to pursue Sponsored Water Resource Projects, the Board is authorized to issue its Bonds and Refunding

Bonds under the authority of Chapter 28F of the Code, or as otherwise may be authorized by law from time to time for the purposes set forth in this Agreement.

(b) The Board also is authorized, in its sole discretion, to utilize existing WRA reserves or other available funds, not otherwise obligated or previously appropriated for another purpose, (i) to pay all or any portion of the costs associated with the acquisition or construction of any Core Improvements, in lieu of issuing Bonds for the same under this Agreement, and (ii) for the purpose of advancing, on a temporary basis, all or any portion of the costs associated with the acquisition or construction of any Improvements, with the intent of reimbursing such advanced funds with a subsequent issuance of Bonds.

Section 2. Consent to Issuance.

(a) By their approval and execution of this Agreement, the Participating Communities hereby consent to and authorize the Board, pursuant to Section 28F.3 of the Code, to issue Bonds as and to the extent described in this Section for the purposes of acquiring and constructing the Improvements contemplated by this Agreement, and hereby ratify and confirm their prior consent to the issuance of all Bonds outstanding on the Effective Date of this Agreement. The Participating Communities further consent to and agree that such Bonds may be issued and sold by the Board in multiple series, at such times and from time to time over a period of years, in such amounts, to such purchasers and for such purposes, by either public or private sale, at fixed or variable rates of interest as shall be prevailing at the time of issuance of the Bonds, but which shall not exceed 15% in any event, with such covenants and terms and in such form and manner as the Board shall determine to be appropriate, in its sole discretion. The Bond offering schedule attached hereto as Exhibit 100 indicates the estimated principal amounts and years during which Bonds are currently expected to be issued by the Board in the future, which schedule shall be deemed to update and replace the preliminary offering schedule set forth on Exhibit 31 to the Original Agreement and Exhibit 53 to the Second Amended Agreement. The Participating Communities further consent to and authorize the Board to adjust the principal amount or time of offering of any of the Bonds from the amounts and times set forth on the attached schedule (Exhibit 100) at the time of the sale and issuance of any series of the Bonds in order to respond to changes in the costs, schedule or sequence of construction of the Improvements contemplated by this Agreement, or to market conditions then prevailing, or to otherwise complete the sale on terms deemed advantageous by the Board under the circumstances then and there existing, so long as such modified terms are approved by the Board at the time of sale of the Bonds. Notwithstanding the foregoing grant of discretion to the Board, all Bonds authorized and issued by the Board under this Agreement shall be scheduled to mature so that the aggregate principal amount of all Bonds outstanding on June 30 of each year during the term of this Agreement does not exceed Nine Hundred Seventy- Five Million Dollars (\$975,000,000.00).

(b) In addition to the Bonds authorized in subsection (a) hereof, the Participating Communities hereby consent to and authorize the Board, pursuant to Section 28F.10 of the Code, to issue Refunding Bonds for the purpose of refunding or refinancing any of the Bonds during the term of this Agreement. Such Refunding Bonds may be issued and sold by the Board in multiple series, at such times and from time to time over a period of years, in such amounts, to

such purchasers by either public or private sale, at such rates of interest as shall be prevailing at the time of issuance of the Refunding Bonds, but which shall not exceed 15% in any event, with such covenants and terms and for the purpose of refunding or refinancing such series of Bonds as the Board shall determine to be appropriate.

(c) To the extent permitted by law, the Board is authorized to and may enter into, amend or terminate, as it determines to be necessary or appropriate, Interest Rate Agreements or other contracts entered into for the benefit of the WRA or for the benefit of any of the holders of the Bonds or Refunding Bonds to facilitate the issuance, sale, resale, purchase, repurchase or payment of any of the Bonds or Refunding Bonds, including bond insurance, letters of credit and liquidity facilities.

(d) Any unspent Bond proceeds may be reallocated by the Board and applied to pay the costs of other Improvements that are of the same classification (e.g., Core Improvement, Expansion Improvement or Special Improvement) as those Improvements for which the Bonds were initially issued.

Section 3. Not General Obligations. The principal of and interest on all Bonds and Refunding Bonds issued under this Agreement shall be payable solely from and secured by the net revenues of the WRA System facilities and from other funds of the WRA lawfully available therefore as provided in Section 28F.5 of the Code, or other applicable provisions of law, and the Bonds and Refunding Bonds shall not in any respect be general obligations of the Participating Communities, nor shall the Participating Communities be in any manner liable by reason of such net revenues or other funds being insufficient to pay the Bonds and Refunding Bonds.

Section 4. Allocations of Debt Service. Following the issuance of the Bonds and Refunding Bonds and for so long as any of the Bonds and Refunding Bonds remain outstanding, the Debt Service thereon shall be allocated to the Participating Communities in accordance with Articles IX, XI and XII of this Agreement, and each Participating Community agrees to pay its allocated share of such Debt Service to the WRA at the times set forth in this Agreement.

Section 5. Cash Payments in lieu of Bonds. Prior to each issuance of Bonds, the Board shall notify each Participating Community of the anticipated schedule for the proposed Bond issuance, the Improvements to be financed with the Bonds, the anticipated Debt Service repayment schedule, and an estimate of each Participating Community's share of Debt Service on the proposed Bonds (using the most recent WRA Flows available). Each Participating Community shall have the right, during the period of time established by the Board and set forth in the notice of the proposed issuance, to make a cash payment to the WRA equal in amount to the present value of the Participating Community's estimated share of Debt Service on the proposed Bonds (using the most recent WRA Flows available and a discount rate equal to the estimated true interest cost of the proposed Bonds, as determined by the Board). Upon receipt of such payment, the Board shall reduce the principal amount of the proposed Bonds to be issued accordingly (the amount of such reduction being determined by the Board), and shall hold the funds paid by the Participating Community in a separate account and invest the same as the Participating Community shall direct. The Board thereafter shall be authorized to draw upon such funds from time to time, on a proportionate basis with the proceeds of the Bonds, to pay for

the costs of the particular Improvements in respect of which the cash payment was received, and thereafter shall credit the same on behalf of the Participating Community to the costs of the Improvements being acquired. At the end of every fiscal year following such cash payment, and at the final maturity of the Bonds in respect of which the cash payment was made, the Finance Committee shall reconcile the cash payment made by the Participating Community for the period under review to an updated Debt Service schedule for the principal amount of the Bonds initially proposed to be issued (prior to the cash payment being made), reflecting the actual interest rates on the Bonds as issued, actual WRA Flows during the period under review and the actual true interest cost of the Bonds as issued (for purposes of the present value calculation). If the reconciliation by the Finance Committee demonstrates that the cash payment made by the Participating Community for the period under review was less than the amount that would have been required under the updated Debt Service schedule, the Participating Community shall promptly pay the shortfall to the WRA upon notice thereof. If the reconciliation demonstrates that the cash payment made by the Participating Community was in excess of the amount that would have been required under the updated Debt Service schedule, the WRA shall credit the excess amount to the monthly payment obligation of the Participating Community under Article IX, Section 7 of this Agreement. The Board shall have discretion to adjust the methodology set forth in this section as it may determine to be necessary to ensure equity among the Participating Communities in the cost allocations used to determine the appropriate cash payment amount. The Board has adopted a WRA Cash Contribution in Lieu of Bonds Policy for administering this section, which may be modified at any time, and from time to time, provided, however, that no change to such Policy shall be applied retrospectively unless such change reflects is Equitable to all Participating Communities.

Section 6. Restriction on Withdrawal. The Participating Communities further agree that, except as specifically provided in Article XXII, Section 1 of this Agreement, no Participating Community may withdraw or in any way terminate, amend or modify in any way its obligations under this Agreement to the detriment of the holders of the Bonds and Refunding Bonds while any of the Bonds and Refunding Bonds are outstanding and unpaid, and the provisions of Section 28F.3 of the Code with respect thereto are hereby approved and accepted.

Section 7. Future Interpretation. The provisions of this Article are intended and shall be construed as to fully invoke the provisions of Chapter 28F of the Code with respect to the issuance of the Bonds and Refunding Bonds by the Board as described herein, and to reflect the full authorization, consent and agreement of the Participating Communities to the issuance of the Bonds and Refunding Bonds on the terms, at the times, in the amounts and for the purposes set forth in this Article.

ARTICLE XIV. TRANSFERS AND RECORDS OF OWNERSHIP INTERESTS

Section 1. Connections Outside of Participating Community Service Area and Transfers of Interests.

(a) No Participating Community shall permit any new connections to its facilities outside the boundaries of the service area of the Participating Community, as it currently exists,

or as it may be expanded by completed annexation under Section 1 of Article XVII, unless: (i) the connection is in an area subject to a pending annexation by a Participating Community and the WRA Director determines such a connection will not adversely affect the operations and needs of the WRA; or (ii) the WRA Director otherwise determines that such a connection will not adversely affect the operations and needs of the WRA and that determination is presented to, and approved by, the Board.

(b) No Participating Community shall enter into any agreements or other arrangements providing for a transfer or conveyance of any rights or interests in or to its sanitary sewer facilities, by or with any municipality, political subdivision or other entity that is not itself a Participating Community under the terms of this Agreement unless presented to, and approved by, the Board.

(c) Any proposed agreements or arrangements with respect to the transfer of rights or interests of Participating Communities in WRA System facilities between or among two or more Participating Communities shall be reported to the WRA Director and shall not be effective unless presented to, and approved by, the Board.

(d) The arrangements that require the approval of the Board under subsection (c) of this Section include arrangements allowing Participating Communities to acquire capacity in Improvements from Participating Communities that have such capacity, where the acquiring Participating Community had no, or only a limited, reversionary interest in the Improvement before the arrangement, and in such case the prior consent of all Participating Communities having a reversionary interest in the Improvement shall also be required.

Section 2. Records of Reversionary Interests. The Technical Committee shall review and approve schedules reflecting the reversionary ownership interests held by each of the Participating Communities in the WRA System facilities and all Improvements constructed under this Agreement when and as needed or as requested by the Board.

ARTICLE XV. ACQUISITION AND DISPOSITION OF PROPERTY

Section 1. Acquisition. The WRA may acquire such property as it needs to accomplish its public purposes by purchase, gift, exchange, transfer, conveyance or otherwise, and shall hold all real, personal and intangible property which it acquires in its own name. To the extent authorized by law, the WRA also may acquire real property or an interest therein for a public use or purpose related to its function by use of the power of eminent domain, and is authorized to bring an action in eminent domain in its own name or may request a Participating Community to bring such action, which the Participating Community shall then do so long as the WRA shall fully reimburse the Participating Community for all costs of acquisition, including the damages to be paid to the owner of the property being so acquired and all related administrative and legal expenses incurred by the Participating Community to complete the acquisition. In the event the Board determines not to pay the award made by the compensation commissioners and take possession of the property at the conclusion of the eminent domain

proceedings or any appeal thereof, the WRA shall reimburse the Participating Community for the costs and expenses as aforesaid and any attorney fees or damages awarded to the property owner.

Section 2. Disposition. The WRA may dispose of any of its property and shall do so in the same manner as a city under Section 364.7 of the Code. All proceeds from the sale or disposition of property, no matter the origin of such property, shall be the property of the WRA.

Section 3. Acquisition from Participating Communities. In addition to the rights of the WRA as set forth in Section 1 of this Article, the WRA may request such real property or property interest(s) as it needs to accomplish its public purposes from any Participating Community in relation to the construction, use, operation, maintenance, or other purpose of any Improvement(s). In the event that such a request is made, the Participating Community shall, within a reasonable time thereafter, and in no event more than ninety (90) days thereafter, grant to the WRA the requested real property and/or property interest(s) in a form approved by the WRA, but only to the extent the Participating Community owns and possesses the real property or property interest(s) needed by the WRA and has the power to grant such real property or property interest(s) to the WRA. If the Participating Community does not own and possess the specific real property or property interest(s) needed by the WRA, it shall use its best efforts to assist the WRA in the WRA's acquisition of such real property or property interest(s). The Participating Communities and Associate Communities shall follow applicable statutory procedures, subject to reasonable approval by the WRA, to provide notice and hearing when conveying the requested real property and/or property interest(s) to the WRA, and shall provide documentation in order to demonstrate statutory compliance prior to the WRA's acceptance of the real property and/or property interest(s). The requested conveyances from the Participating Communities or Associate Communities to the WRA shall be at no cost to the WRA, unless and only in the event that the requested real property and/or property interest(s) will not be used directly by the WRA for public purposes and/or will immediately thereafter be conveyed by the WRA to a third party for property acquisition settlement purposes in relation to a WRA construction project, land exchange purposes, or similar purposes.

ARTICLE XVI. NPDES PERMIT AND INDUSTRIAL PRETREATMENT PROGRAM

Section 1. WRA to Obtain and Hold NPDES Permit. The WRA shall apply for, obtain and hold all State of Iowa and federal permits necessary for the operation of the WRA System, including the NPDES Permit for the WRF issued by the IDNR. The Operating Contractor is authorized to continue the operation, maintenance and management of the WRF as required by the WRF NPDES Permit and all other applicable permits. The Operating Contractor is further authorized to negotiate on behalf of the WRA the issuance of replacement and/or renewal WRF NPDES Permit(s) and all other applicable State and federal permits relating to the WRF and the WRA System, such permit(s) to be issued to and held in the name of the WRA to the extent allowed by law.

Section 2. Administration of Industrial Pretreatment Program. Under the NPDES Permit issued by the IDNR for the WRF, the permit holder is required to establish, maintain in effect and continuously administer and enforce an Industrial Pretreatment Program consistent with federal regulations and as approved by the IDNR. Pursuant to said federal regulations and the NPDES Permit issued by the IDNR, the holder of the NPDES Permit is required to report in writing to the IDNR regarding a variety of matters, including but not limited to (a) the identity and location of all possible industrial users which might be subject to the Industrial Pretreatment Program, (b) the identity and location of a "major contributing industry" (as defined in the NPDES Permit), (c) the identity and location of a major contributing industry proposing an expansion, production increase or process modification that may result in the discharge of a new pollutant or a discharge in excess of limitation stated in an existing pretreatment agreement, and (d) the identity and location of a new major contributing industry from whom a Participating Community has committed to accept wastewater. The Participating Communities hereby agree to assist the WRA in meeting all such reporting requirements, as required by current or future federal regulations or NPDES Permits, by notifying the Board, or the Operating Contractor or Board staff if so directed by the Board, of the proposed connection of any new commercial or industrial facilities to their sanitary sewer systems, of any increase in size or increase in wastewater discharge of existing commercial or industrial facilities, or of any other matters related thereto, such notification to occur far enough in advance of such new connection, expansion, or introduction of wastewater to permit the WRA to comply with the above referenced reporting requirements. A newly connecting community shall, as a condition of its admission to the WRA, conduct a census of all commercial or industrial facilities within its corporate boundaries or sanitary sewer service area, utilizing census criteria provided by the WRA, and shall report the results of such census to the Board, or to the Operating Contractor or Board staff if so directed by the Board, prior to its admission to the WRA.

Section 3. Adoption of Ordinances. The Participating Communities and Associate Communities hereby agree to enact industrial pretreatment ordinances in a form consistent in all respects with those approved by the Board. In the case of a sanitary district which is a Participating Community, the district shall either enact such an industrial pretreatment ordinance or cause the underlying city within which the district lies, to enact an industrial pretreatment ordinance. Thereafter, all Participating Communities and Associate Communities shall maintain those ordinances in continuous effect and update and amend the ordinances as may be requested in writing by the Board.

Section 4. Enforcement. The Participating Communities and Associate Communities hereby assign authority for enforcement of the industrial pretreatment ordinances enacted within their respective jurisdictions to the Board, which shall be authorized to further assign specific duties and responsibilities with respect to the industrial pretreatment program and enforcement of industrial pretreatment ordinances to the Operating Contractor to the extent permitted by law. The Appeal Committee shall hear and decide appeals of industrial permittees from decisions of the Operating Contractor with respect to the suspension or revocation of wastewater discharge permits due to prohibited discharges.

ARTICLE XVII. ANNEXATION AND SERVICE TERRITORIES

Section 1. Annexation Not Prohibited. This Agreement shall not be construed or interpreted to prohibit the annexation by a Participating Community that is a city of a portion of the unincorporated area of a county, including without limitation a county that is a Participating Community or an Associate Community, so long as the same is undertaken in accordance with all applicable provisions of the Code. Upon the effective date of any such annexation, the Participating Community that is carrying out the annexation shall be deemed to have acquired the service area flows and population of the annexed area for all purposes of this Agreement, and the county in which the annexed area is located, if it is a Participating Community, shall be deemed to have released the service area flows and population of the annexed area for purposes of this Agreement.

Section 2 Reversionary Interests Retained. Any reversionary interests in the WRA System facilities serving an annexed area shall be deemed to remain with the affected county, unless separately acquired by the Participating Community that undertakes the annexation.

Section 3 Sanitary District Expansion. In the case of a sanitary district which is a Participating Community, the sanitary district shall not acquire a service area within any incorporated area of a city (with the exception of acquisition by the Urbandale Sanitary Sewer District of any portion of the City of Urbandale) which is not a Participating Community unless such acquisition has been approved by the Board.

ARTICLE XVIII. CONSOLIDATION OR MERGER OF PARTICIPATING COMMUNITIES

Section 1. Consolidation or Merger Not Prohibited. This Agreement shall not be construed or interpreted to prohibit the consolidation or merger of two or more Participating Communities so long as the same is undertaken in accordance with all applicable provisions of the Code. Upon the effective date of any such consolidation or merger, the surviving entity shall be deemed to be a Participating Community under this Agreement and shall be deemed to have the service area flows and population of the consolidated or merged area for all purposes of this Agreement. The consolidated or merged entity that results from the consolidation or merger shall be deemed to be a Participating Community for all purposes of this Agreement, and shall provide details of the completed consolidation or merger to the Board promptly upon the same becoming effective. The Board shall adjust the locations of any flow meters that may be affected by the consolidation or merger, and shall reflect any such adjustments in flow levels in the following year's annual budget. Adjustments in the population of a Participating Community or the WRA Flows or WRF Flows of a Participating Community as a result of the consolidation or merger shall be given effect under this Agreement from and after the date that the consolidation or merger becomes effective. The reversionary interests in the WRA System facilities serving the consolidated or merged area shall be deemed to be held by the Participating Community that results from the consolidation or merger from and after the effective date of the same.

ARTICLE XIX. DISCONTINUATION OF SANITARY DISTRICTS

Section 1. Discontinuation. It is recognized and agreed that the Code currently permits a sanitary district to convey its interest to a city within which part or all of its boundaries

lie and discontinue itself, so long as the city agrees to assume the duties, responsibilities, obligations and functions of the sanitary district. The Participating Communities therefore agree that if a Participating Community that is a sanitary district is so terminated, the Board shall be deemed to have approved the conveyance if the city assuming the sanitary district's responsibilities is itself a Participating Community and if the city has accepted and assumed all responsibilities of the sanitary district as they pertain to the WRA. In such event, the Participating Community assuming and accepting such responsibilities shall be deemed to have acquired the population and service area flows of the former sanitary district without additional approvals or requirements.

Section 2. Board Discretion. If in connection with the discontinuance of any sanitary district that is a Participating Community the duties, responsibilities, obligations and functions of the sanitary district are assumed by more than one city or other public agency, or are not fully assumed and accepted by another Participating Community to the satisfaction of the Board, the Board may determine, in its sole discretion, whether and to what extent the assumed interest shall entitle a particular city or other public agency to representation on the Board and status as a Participating Community under this Agreement.

ARTICLE XX. AMENDMENTS

Section 1. Amendments. This Agreement may be amended for any purpose upon approval by a 90% weighted vote, determined in accordance with Article III, Section 3 hereof, of the representatives of the Participating Communities on the Board, taken at a Board meeting called for that purpose, and shall become effective upon execution of a written instrument incorporating such amendment(s) by the governing bodies of those Participating Communities whose representatives voted in favor of such amendment(s) and the filing thereof as provided by law. All amendments adopted pursuant to the provisions of this Article shall be binding upon all Participating Communities.

ARTICLE XXI. BEST EFFORTS/INDEMNIFICATION/DISPUTE RESOLUTION

Section 1. Disclaimer. The Participating Communities agree that the WRA facilities heretofore and hereafter designed and constructed for or by the WRA are special purpose structures. Neither the Board as successor to the Management Agency, nor the initial Operating Contractor hereunder and as successor to the Operating Agency, warrant or guarantee that WRA System facilities existing as of the date of this Agreement were appropriately designed or constructed, or that they will function efficiently or accomplish the purpose for which they were designed, nor does the Board or the initial Operating Contractor warrant or guarantee that the Improvements will be built within any time frame or that, once designed and constructed, they will function efficiently or accomplish the purpose for which they were designed. The Board and the initial Operating Contractor will exercise the judgment that a public body generally exercises in the selection of the design engineer or engineers, letting the construction contracts, and in monitoring the actual construction of such special purpose facilities.

Section 2. Best Efforts. Each Participating Community agrees to cooperate in good faith with the Board and the other Participating Communities, exercise diligence in performing its obligations hereunder and use its best efforts to carry out the provisions of this Agreement.

Section 3. No Liability. No Participating Community shall be liable to any other Participating Community by reason of any failure to finance or construct any of the Improvements, or to provide any sanitary sewer services contemplated by the Improvements, or for any negligence or error of judgment on the part of the Board, except for any bad faith or willful disregard for the terms of this Agreement.

Section 4. Indemnification. Each Participating Community agrees to indemnify the WRA, the Board and the other Participating Communities, including the initial Operating Contractor hereunder, and hold them harmless for any fine or penalty imposed on the WRA due to an identifiable violation of law, regulation, permit or standard which is attributable to action or inaction by the Participating Community.

Section 5. Remedies. In addition to any other remedies available under applicable law, each Participating Community and the Board shall have the right to the remedy in equity of specific performance to enforce compliance with any provision of this Agreement.

Section 6. Notices. All notices which the Participating Communities and the Board are authorized or required to give one another under this Agreement shall be in writing and may be personally delivered or sent by ordinary mail (i) in the case of the Board of the WRA, to Chair, WRA Board, c/o Des Moines Wastewater Reclamation Facility, 3000 Vandalia Road, Des Moines, Iowa 50317, and (ii) in the case of any Participating Community, to the presiding officer of the governing body of the Participating Community at the address then on file with the Secretary of the Board. Mailed notices shall be deemed to be received by the party to whom they are directed one business day after the date they are postmarked. Any Participating Community may designate another address or specific person to whom the notice should be directed upon written notice thereof to the Secretary of the Board.

Section 7. Dispute Resolution – Negotiation, Mediation and Arbitration.

(a) Each of Participating Communities, the Associate Communities, and the WRA mutually agrees that it will negotiate in good faith with respect to any issues, claims or disputes among or between any of them arising out of this Agreement.

(b) No Participating Community, Associate Community or the WRA shall commence any legal proceeding against any other party to this Agreement to resolve any issues, claims or disputes arising out of this Agreement unless it has first conducted mediation of such issues, claims or disputes with a neutral mediator selected by the WRA Director for a period of not less than thirty (30) days. The parties to any such mediation shall be deemed to have agreed to the tolling of any applicable statute of limitations during the pendency of any mediation under this provision.

(c) Each Participating Community, each Associate Community, and the WRA mutually agree that issues, claims, and disputes arising among or between any of them with respect to any matter arising out of this Agreement may be submitted to binding arbitration by mutual agreement of all of the parties to the particular dispute. Any such arbitration shall be pursuant to a written agreement for arbitration of an existing dispute under Section 679A.1(1), Iowa Code, executed by all parties to the dispute. Any such arbitration shall be governed by the terms of such agreement for arbitration and by Chapter 679A, Iowa Code.

The dispute resolution provisions in this Section 7 shall not apply to (i) Proceedings of the Appeal Committee as established under Section 3 of Article V of this Agreement; or (ii) Budget arbitration under Section 6 of Article IX of this Agreement.

ARTICLE XXII. WITHDRAWAL BY PARTICIPATING COMMUNITIES

Section 1. Restrictions on Withdrawal. It is recognized that under current law no Participating Community may withdraw or in any way terminate, amend or modify in any way its obligations under this Agreement to the detriment of the holders of the Bonds while any of the Bonds are outstanding and unpaid. If a Participating Community desires to withdraw or in any way terminate, amend or modify its obligations under this Agreement, therefore, it shall provide one year's written notice to the Board of the proposed withdrawal or modification, and the same shall not become effective unless and until approved by the Board. The Board, in its sole discretion, may require the Participating Community seeking withdrawal from this Agreement to pay over to the Board an amount determined by the Board to be necessary to fully fund (i) the future payment obligations of the Participating Community with respect to Debt Service on all Bonds that is to be allocated to the Participating Community under the provisions of Article IX, Section 3, hereof; and (ii) any unpaid surcharges imposed under Articles XI or XII hereof. If so approved by the Board, the Participating Community may withdraw from membership and participation in this Agreement, but shall, in all events, forfeit its reversionary interests in any and all of the WRA System facilities and shall be entitled to no compensation in respect of the interests being forfeited. Withdrawal by a Participating Community shall not constitute termination of this Agreement.

ARTICLE XXIII. EFFECTIVE DATE, DURATION, DISPOSAL OF PROPERTY, AND REVERSIONARY INTERESTS

Section 1. Effective Date. This Agreement shall become effective as of 12:00 AM on January 1, 2026, or the date on which a fully executed counterpart of this Agreement is filed with the Iowa Secretary of State, whichever last occurs (the "Effective Date").

Section 2. Duration. This Agreement shall terminate and be of no further force or effect as of midnight on June 30, 2074, unless terminated earlier by the unanimous consent of all Participating Communities. This Agreement shall also terminate within a reasonable time, as determined by the Board, after the sale of all, or substantially all, of the assets of the WRA.

Section 3. Disposal of Property upon Termination. Upon termination of the existence of the WRA under this Agreement, or any successor agreement, the assets of the WRA

shall be first used to discharge and satisfy the outstanding liabilities of the WRA and all remaining assets shall be distributed to the Participating Communities that are party to this Agreement or any successor agreement at the time of termination in proportion to the Reversionary Interests determined as provided in Section 4 of this Article. Subject only to the discharge of outstanding Bonds and other liabilities the Participating Communities shall be deemed to hold and possess ownership interests in all WRA System facilities and assets equal to the Reversionary Interests determined as provided in Section 4 of this Article. Reversionary Interests in physical assets and facilities owned by the WRA on the date of termination shall be distributed to each Participating Community as tenants in common with other Participating Communities possessing similar interests.

Section 4. Extent of Reversionary Interests.

(a) The relative extent of the Reversionary Interest of each of the Participating Communities that are party to this Agreement, or any successor agreement at the time of attachment of Reversionary Interests, shall be governed by the substantive provisions of the Second Amended Agreement, as amended, until June 30, 2038, except that no provision of the Second Amended Agreement, as amended, requiring periodic computation of reversionary interests shall govern over inconsistent provisions of this Agreement.

(b) From July 1, 2038, the relative extent of the Reversionary Interest of each of the Participating Communities that are party to this Agreement, or any successor agreement at the time of attachment of Reversionary Interests, shall be converted to, and deemed to be, an undivided percentage interest as initially computed by the Technical Committee, and approved by the Board, based on an average of the WRA Flows of the Participating Communities in proportion to the total of all WRA Flows of all Participating Communities in the respects and particulars as set forth in Exhibit 101 hereto.

Section 5. Attachment and Effect of Reversionary Interests. Reversionary Interests in favor of Participating Communities shall arise and attach only upon the effective date of termination of the existence of the WRA. No entity that is not a Participating Community on the date of attachment shall have any Reversionary Interest or other rights in the assets of WRA. Prior to attachment, the WRA may sell, dispose of, or transfer any WRA assets as directed by the Board free and clear of any Reversionary Interests without the consent of any current or former Participating Community, and no Participating Community shall have any rights to the proceeds thereof. No Participating Community shall have any special operating rights or privileges prior to attachment based on any past, existing or potential Reversionary Interests at any time.

Upon attachment, Reversionary Interests shall be subject to an equitable interest in favor of each Participating Community that is party to this Agreement or any successor agreement on the date of termination of the existence of the WRA that entitles each such entity to continue to use and be served by the WRA System on a proportionate basis to the extent of their Reversionary Interests. Such service entitlement and continued use shall be on reasonable terms and conditions established among the parties by good faith negotiation, or if they fail to so agree, may be enforced by equitable proceedings commenced in the Iowa District Court for Polk County.

ARTICLE XXIV. TRANSITION MATTERS

Section 1. Prior Budget Actions. All prior actions of the Management Agency and the Operating Agency undertaken pursuant to the terms of the I.C.A. Agreement, and all prior actions of the WRA and the WRA Board under the Original Agreement and the Second Amended Agreement prior to the Effective Date with respect to the consideration and approval of each Annual Budgett are hereby accepted and approved.

Section 2. Approval of Amended and Restated Operating Contract. The Amended and Restated Operating Contract shall supersede and replace the “Initial Operating Contract” between the City of Des Moines and the WRA dated July 1, 2004, as of the Effective Date, and the Board shall thereafter be bound by said contract and assume responsibility for its administration. The City of Des Moines shall not by reason of its role as Operating Contractor be deemed disqualified from voting for approval of said contract by reason of conflict of interest.

Section 3. Policies. All Policies previously approved by the Board and in effect on the Effective Date of this Agreement shall continue in force as approved Policies of the WRA until modified or rescinded by the Board.

Section 4. Grimes Supplemental Participation Agreement. As of the Effective Date, the terms of participation of the City of Grimes as a Participating Community shall be as set forth in this Agreement, except that all unperformed obligations of the Parties under the Grimes Supplemental Participation Agreement shall continue to be in effect and shall be performed after the Effective Date according to their terms. Such unperformed obligations shall include, but not be limited to, the financial obligations of the City of Grimes to the WRA as set forth in Exhibit 99.

ARTICLE XXV. SEVERABILITY

Section 1. Provisions to be Severable. If any provision of this Agreement is held to be invalid by a court of competent jurisdiction, the invalidity of any such provision shall not affect the other provisions of this Agreement which can be given effect without the provision determined to be invalid, and to that end the provisions of this Agreement are severable.

ARTICLE XXVI. EXECUTION AND ADOPTION OF THIRD AMENDED AGREEMENT

Section 1. Adoption of Third Amended Agreement. This Third Amended Agreement shall be deemed to constitute a supplement to, and amendment of, the Second Amended Agreement, as amended, that shall amend, restate and replace the Second Amended Agreement, as amended, as of the Effective Date.

Section 2 Conditions to Effectiveness. This Agreement shall become effective only upon execution by all Participating Communities, or the requisite Participating Communities as provided in Article XX of the Second Amended Agreement, and filing with the Iowa Secretary

of State as provided by law, at which time the terms of the Second Amended and Restated Agreement, as amended shall no longer be in effect, and shall be replaced by this Agreement, except as specifically stated to the contrary in Article XXIII, Section 4 of this Agreement.

Section 3. Signature Pages. Each Participating Community and Associate Community approving this Agreement shall execute the separate signature page provided for it, and the parties hereto authorize the Board Clerk to assemble the signature pages and append same to a true copy of this Agreement and to file this Agreement, as so assembled, with the Secretary of State as required and allowed by law under Chapter 28E of the Code.

DRAFT

CITY OF ALTOONA, IOWA

(SEAL)

By: _____
Mayor

ATTEST:

By: _____
City Clerk

STATE OF IOWA)
) SS
COUNTY OF _____)

On this _____ day of _____, 202_, before a Notary Public in and for the City, personally appeared _____ and _____, to me personally known, who being duly sworn, did say that they are the Mayor and City Clerk, respectively of the City of Altoona, Iowa, a Municipality, created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said Municipality, and that said instrument was signed and sealed on behalf of said Municipality by authority and resolution of its City Council and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said Municipality by it voluntarily executed.

Notary Public in and for the State of Iowa

CITY OF ANKENY, IOWA

(SEAL)

By: _____
Mayor

ATTEST:

By: _____
City Clerk

STATE OF IOWA)
) SS
COUNTY OF _____)

On this _____ day of _____, 202__, before a Notary Public in and for the City, personally appeared _____ and _____, to me personally known, who being duly sworn, did say that they are the Mayor and City Clerk, respectively of the City of Ankeny, Iowa, a Municipality, created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said Municipality, and that said instrument was signed and sealed on behalf of said Municipality by authority and resolution of its City Council and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said Municipality by it voluntarily executed.

Notary Public in and for the State of Iowa

CITY OF BONDURANT, IOWA

(SEAL)

By: _____
Mayor

ATTEST:

By: _____
City Clerk

STATE OF IOWA)
) SS
COUNTY OF _____)

On this _____ day of _____, 202_, before a Notary Public in and for the City, personally appeared _____ and _____, to me personally known, who being duly sworn, did say that they are the Mayor and City Clerk, respectively of the City of Bondurant, Iowa, a Municipality, created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said Municipality, and that said instrument was signed and sealed on behalf of said Municipality by authority and resolution of its City Council and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said Municipality by it voluntarily executed.

Notary Public in and for the State of Iowa

CITY OF CLIVE, IOWA

(SEAL)

By: _____
Mayor

ATTEST:

By: _____
City Clerk

STATE OF IOWA)
) SS
COUNTY OF _____)

On this _____ day of _____, 202_, before a Notary Public in and for the City, personally appeared _____ and _____, to me personally known, who being duly sworn, did say that they are the Mayor and City Clerk, respectively of the City of Clive, Iowa, a Municipality, created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said Municipality, and that said instrument was signed and sealed on behalf of said Municipality by authority and resolution of its City Council and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said Municipality by it voluntarily executed.

Notary Public in and for the State of Iowa

CITY OF CUMMING, IOWA

(SEAL)

By: _____
Mayor

ATTEST:

By: _____
City Clerk

STATE OF IOWA)
) SS
COUNTY OF _____)

On this _____ day of _____, 202_, before a Notary Public in and for the City, personally appeared _____ and _____, to me personally known, who being duly sworn, did say that they are the Mayor and City Clerk, respectively of the City of Cumming, Iowa, a Municipality, created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said Municipality, and that said instrument was signed and sealed on behalf of said Municipality by authority and resolution of its City Council and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said Municipality by it voluntarily executed.

Notary Public in and for the State of Iowa

CITY OF DES MOINES, IOWA

(SEAL)

By: _____
Mayor

ATTEST:

By: _____
City Clerk

STATE OF IOWA)
) SS
COUNTY OF _____)

On this _____ day of _____, 202_, before a Notary Public in and for the City, personally appeared _____ and _____, to me personally known, who being duly sworn, did say that they are the Mayor and City Clerk, respectively of the City of Des Moines, Iowa, a Municipality, created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said Municipality, and that said instrument was signed and sealed on behalf of said Municipality by authority and resolution of its City Council and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said Municipality by it voluntarily executed.

Notary Public in and for the State of Iowa

CITY OF GRIMES, IOWA

(SEAL)

By: _____
Mayor

ATTEST:

By: _____
City Clerk

STATE OF IOWA)
) SS
COUNTY OF _____)

On this _____ day of _____, 202_, before a Notary Public in and for the City, personally appeared _____ and _____, to me personally known, who being duly sworn, did say that they are the Mayor and City Clerk, respectively of the City of Grimes, Iowa, a Municipality, created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said Municipality, and that said instrument was signed and sealed on behalf of said Municipality by authority and resolution of its City Council and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said Municipality by it voluntarily executed.

Notary Public in and for the State of Iowa

CITY OF JOHNSTON, IOWA

(SEAL)

By: _____
Mayor

ATTEST:

By: _____
City Clerk

STATE OF IOWA)
) SS
COUNTY OF _____)

On this _____ day of _____, 202_, before a Notary Public in and for the City, personally appeared _____ and _____, to me personally known, who being duly sworn, did say that they are the Mayor and City Clerk, respectively of the City of Johnston, Iowa, a Municipality, created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said Municipality, and that said instrument was signed and sealed on behalf of said Municipality by authority and resolution of its City Council and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said Municipality by it voluntarily executed.

Notary Public in and for the State of Iowa

CITY OF NORWALK, IOWA

(SEAL)

By: _____
Mayor

ATTEST:

By: _____
City Clerk

STATE OF IOWA)
) SS
COUNTY OF _____)

On this _____ day of _____, 202_, before a Notary Public in and for the City, personally appeared _____ and _____, to me personally known, who being duly sworn, did say that they are the Mayor and City Clerk, respectively of the City of Norwalk, Iowa, a Municipality, created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said Municipality, and that said instrument was signed and sealed on behalf of said Municipality by authority and resolution of its City Council and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said Municipality by it voluntarily executed.

Notary Public in and for the State of Iowa

CITY OF PLEASANT HILL, IOWA

(SEAL)

By: _____
Mayor

ATTEST:

By: _____
City Clerk

STATE OF IOWA)
) SS
COUNTY OF _____)

On this _____ day of _____, 202_, before a Notary Public in and for the City, personally appeared _____ and _____, to me personally known, who being duly sworn, did say that they are the Mayor and City Clerk, respectively of the City of Pleasant Hill, Iowa, a Municipality, created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said Municipality, and that said instrument was signed and sealed on behalf of said Municipality by authority and resolution of its City Council and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said Municipality by it voluntarily executed.

Notary Public in and for the State of Iowa

CITY OF POLK CITY, IOWA

(SEAL)

By: _____
Mayor

ATTEST:

By: _____
City Clerk

STATE OF IOWA)
) SS
COUNTY OF _____)

On this _____ day of _____, 202_, before a Notary Public in and for the City, personally appeared _____ and _____, to me personally known, who being duly sworn, did say that they are the Mayor and City Clerk, respectively of the City of Polk City, Iowa, a Municipality, created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said Municipality, and that said instrument was signed and sealed on behalf of said Municipality by authority and resolution of its City Council and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said Municipality by it voluntarily executed.

Notary Public in and for the State of Iowa

CITY OF WAUKEE, IOWA

(SEAL)

By: _____
Mayor

ATTEST:

By: _____
City Clerk

STATE OF IOWA)
) SS
COUNTY OF _____)

On this _____ day of _____, 202_, before a Notary Public in and for the City, personally appeared _____ and _____, to me personally known, who being duly sworn, did say that they are the Mayor and City Clerk, respectively of the City of Waukee, Iowa, a Municipality, created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said Municipality, and that said instrument was signed and sealed on behalf of said Municipality by authority and resolution of its City Council and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said Municipality by it voluntarily executed.

Notary Public in and for the State of Iowa

CITY OF WEST DES MOINES, IOWA

(SEAL)

By: _____
Mayor

ATTEST:

By: _____
City Clerk

STATE OF IOWA)
) SS
COUNTY OF _____)

On this _____ day of _____, 202_, before a Notary Public in and for the City, personally appeared _____ and _____, to me personally known, who being duly sworn, did say that they are the Mayor and City Clerk, respectively of the City of West Des Moines, Iowa, a Municipality, created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said Municipality, and that said instrument was signed and sealed on behalf of said Municipality by authority and resolution of its City Council and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said Municipality by it voluntarily executed.

Notary Public in and for the State of Iowa

POLK COUNTY, IOWA

(SEAL)

By: _____
Chair, Board of Supervisors

ATTEST:

By: _____
County Auditor

STATE OF IOWA)
) SS
COUNTY OF _____)

On this _____ day of _____, 202_, before a Notary Public in and for said State, personally appeared _____ and _____, to me personally known, who being duly sworn, did say that they are the Chair of the Board of Supervisors and County Auditor, respectively of Polk County, Iowa, a political subdivision, created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said County, and that said instrument was signed and sealed on behalf of said County by authority and resolution of its Board of Supervisors and said Chair of the Board of Supervisors and County Auditor acknowledged said instrument to be the free act and deed of said County by it voluntarily executed.

Notary Public in and for the State of Iowa

WARREN COUNTY, IOWA

(SEAL)

By: _____
Chair, Board of Supervisors

ATTEST:

By: _____
County Auditor

STATE OF IOWA)
) SS
COUNTY OF _____)

On this _____ day of _____, 202_, before a Notary Public in and for said State, personally appeared _____ and _____, to me personally known, who being duly sworn, did say that they are the Chair of the Board of Supervisors and County Auditor, respectively of Warren County, Iowa, a political subdivision, created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said County, and that said instrument was signed and sealed on behalf of said County by authority and resolution of its Board of Supervisors and said Chair of the Board of Supervisors and County Auditor acknowledged said instrument to be the free act and deed of said County by it voluntarily executed.

Notary Public in and for the State of Iowa

GREENFIELD PLAZA/HILLS OF COVENTRY
SANITARY DISTRICT

(SEAL)

By: _____
President of the Board of Trustees

ATTEST:

By: _____
Clerk of the Board of Trustees

STATE OF IOWA)
) SS
COUNTY OF _____)

On this _____ day of _____, 202_, before a Notary Public in and for said State, personally appeared _____ and _____, to me personally known, who being duly sworn, did say that they are the President of the Board of Trustees and Clerk, respectively, of the Greenfield Plaza/Hills of Coventry Sanitary District, State of Iowa, a political subdivision, created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said District, and that said instrument was signed and sealed on behalf of said District by authority and resolution of its Board of Trustees and said President of the Board of Trustees and Clerk acknowledged said instrument to be the free act and deed of said District by it voluntarily executed.

Notary Public in and for the State of Iowa

URBANDALE SANITARY SEWER DISTRICT

(SEAL)

By: _____
President of the Board of Trustees

ATTEST:

By: _____
Clerk of the Board of Trustees

STATE OF IOWA)
) SS
COUNTY OF _____)

On this _____ day of _____, 202_, before a Notary Public in and for said State, personally appeared _____ and _____, to me personally known, who being duly sworn, did say that they are the President of the Board of Trustees and Clerk, respectively, of the Urbandale Sanitary Sewer District, State of Iowa, a political subdivision, created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said District, and that said instrument was signed and sealed on behalf of said District by authority and resolution of its Board of Trustees and said President of the Board of Trustees and Clerk acknowledged said instrument to be the free act and deed of said District by it voluntarily executed.

Notary Public in and for the State of Iowa

URBANDALE-WINDSOR HEIGHTS SANITARY
DISTRICT

(SEAL)

By: _____
President of the Board of Trustees

ATTEST:

By: _____
Clerk of the Board of Trustees

STATE OF IOWA)
) SS
COUNTY OF _____)

On this _____ day of _____, 202_, before a Notary
Public in and for said State, personally appeared _____ and
_____, to me personally known, who being duly sworn, did say that
they are the President of the Board of Trustees and Clerk, respectively, of the Urbandale-
Windsor Heights Sanitary District, State of Iowa, a political subdivision, created and existing
under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the
seal of said District, and that said instrument was signed and sealed on behalf of said District by
authority and resolution of its Board of Trustees and said President of the Board of Trustees and
Clerk acknowledged said instrument to be the free act and deed of said District by it voluntarily
executed.

Notary Public in and for the State of Iowa

Sustainable Funding Recommendation

Bottom
Line
Up
Front

The Executive Committee of the Polk County Emergency Management Commission recommends funding the emergency management program through the countywide general supplemental levy because it offers a stable, equitable, and legally supported mechanism that ensures consistent service delivery across all jurisdictions.

Supporting Rationale...

- 1) **Legal Authority:** Iowa Code 29C.17 and 331.424 explicitly allow counties to use the general supplemental levy to support emergency management operations
- 2) **Equitable Distribution:** countywide levy ensures all property owners contribute fairly to services that benefit the entire county and eliminates layered taxation for the same services
- 3) **Sustainability:** provides a more even and predictable revenue stream that supports long-term planning and budgeting
- 4) **Accountability:** budget certified by elected officials and disclosed separately on tax statement

What brought us to this point?

1. Commission's reserve fund erosion rate increasing
2. 28E agreement creates a stepwise, uneven and plateaued budgeting process for the Commission and member entities
3. "Double taxation" situation created inequity between city and rural residents
4. Request from Board of Supervisors to review funding mechanisms at their February 2025 budget deliberations meeting

By the Numbers

EMA FY26 Annual Budget **\$1.226M**

67% Personnel
26% Countywide Hazmat
6% Services
1% Supplies

EMA Budget as a % of Polk County Total Budget **0.284%**

FY26 Polk Countywide Taxable Valuation = \$32.926B

Mil Rate to cover the \$893K Polk County contribution in the **CURRENT FY**

\$0.02713 per \$1,000 of assessed valuation

+1¢ Mil Rate to cover the \$1.226M countywide contribution as **PROPOSED**

\$0.03726 per \$1,000 of assessed valuation

Based on the 5 year averages, the total countywide valuation has grown at a rate greater than the rate of increase of the EMA budget. This is expected to keep the mil rate steady.

Potential future and collateral benefits...

- Creates room for jurisdictions by removing the 28E payments from capped funds (General Funds) to an uncapped fund (General Supplemental)
- Future ability to fund joint emergency communications, further leverage 911 surcharge funds and evolve disparate CAD systems to Common CAD and PSAP collaboration

Goals – Expected Results



Sustainability and Reliability

- Provide consistent, long-term support for preparedness, response and recovery
- Avoid reliance on one-time grants or unpredictable revenue sources



Flexibility and Local Control

- Allow EM Commission to set the priorities
- Allocate resources based on community's risks and needs



Compliance and Accountability

- Meet state and federal mandates and regulations for matching funds/grants
- Align with statutory requirements under Iowa Code and IAC
- Maintain transparency
- Keep the public's trust

An emergency management commission certifies its budget funded exclusively through 1 or a combination of the 5 options outlined in Iowa Code § 29C.17(2)

Countywide General Supplemental

- Authorized under Iowa Code 331.424(1)(a)(9)
- Provides a stable, equitable and legally supported funding source
- Preferred by many Commissions statewide for its consistency and transparency

Per Capita Allocation

- Funded from city and county general funds or special levies
- Apportioned among member jurisdictions based on pop.
- Offers flexibility but can be politically sensitive and less predictable

Assessed Valuation Share

- Each jurisdiction contributes based on its share of the county's total assessed valuation
- Can be more equitable in terms of economic capacity but requires detailed calculations and coordination annually

Voluntary Share Allocation

- Jurisdictions agree to contribute voluntarily
- Least reliable and often leads to budget shortfalls or disputes

Other Lawful Sources

- Grants, reimbursements, donations
- Grant funding sources and amounts are diminishing nationally

For comparison

To fund the program using only the 28E agreement would be \$2.45 per capita payable by the member jurisdictions.

Did you know?

From 2015-2024 for every \$1 of local funding invested in your emergency management program, \$25 was returned to the community. **That is over 2,400% return on investment. Making your tax dollars go further!**