CLIVE CITY COUNCIL

AGENDA, REGULAR MEETING
1900 NW 114th Street
May 28, 2026 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/85730249518 - Meeting ID: 857 3024 9518 - One tap mobile: +13092053325,,85730249518# US

Call to Order/Roll Call/Pledge of Allegiance

Approval of the Agenda

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

Consent Items

1. City Manager Memo
2. City Manager Report - April 2026
3. Assistant City Manager Tech Services Report - April 2026
4. Administrative Services Monthly Report - April 2026
5. Community Development Monthly Report - April 2026
6. Fire Department Report - April 2026
7. Leisure Services Report - April 2026
8. Police Department Monthly Report - April 2026
9. Public Works Report - April 2026
10. Treasurer's Report - April 2026
11. Approve 05/14/2026 City Council Minutes
12. Bill List
13. Resolution Approving Temporary Street Closing - Block Party - NW 181st Street from Alpine Drive to Tanglewood Drive - Friday, June 19, 2026 - 4:00 p.m. - 10:00 p.m.
14. Approve Retail Tobacco Sales License Renewal Application - Walgreens #05060 - 12753 University Ave.
15. Approve Retail Tobacco Sales License Renewal Application - Walgreens #07967 - 15601 Hickman Road
16. Approve Retail Tobacco Sales License Renewal Application - World Liquor & Tobacco - 1775 NW 86th Street

17. Approve Retail Tobacco Sales License Renewal Application - Hy-Vee Fast & Fresh - 11925 University Avenue
18. Approve Retail Alcohol Sales License Renewal Application - Chipotle Mexican Grill - 10001 University Avenue
19. Approve Retail Alcohol Sales License Renewal Application - Pump & Pantry 62 - 11925 University Avenue
20. Resolution Approving Change Order #1 - Grimes Asphalt and Paving Corp. - City Hall Parking Lot Improvements - (-$700.00)
21. Resolution Approving Change Order #1 - The Concrete Company - 2026 Citywide Curb and Gutter Repair Project - $5,349.75
22. Resolution Approving Change Order #1 - The Concrete Company - 2026 Residential PCC Rehabilitation - $67,594.00
23. Approve Pay Request #1 - Sternquist Construction - Harbach Blvd Phase 2 Reconstruction - $66,274.57
24. Approve Pay Request #1 - The Concrete Company - 2026 Citywide Curb and Gutter Repair Project - $14,718.75
25. Approve Pay Request #1 - Grimes Asphalt and Paving Corp. - City Hall Parking Lot Improvements - $44,691.50
26. Approve Pay Request #5 (Final) - Absolute Group - Forest Ave Water Main Replacement - $9,448.85
27. Approving Purchase and Installation of Donor Signage at Greenbelt Landing - Eagle Signs - $79,415.87
28. Resolution Approving Professional Services Agreement with LifeTime Tennis - 2026 Summer Tennis Program
29. Resolution Accepting First Amendment To Storm Sewer And Overland Flowage Easement - 18150 Alpine Dr.
30. Resolution Accepting First Amendment To Surface Water Flowage Easement - 2704 NW 152nd Street
31. Resolution Approving Agreement to Complete Improvements Emerald Isle Townhomes Plat 1
32. Resolution Approving Emerald Isle Townhomes Plat 1 Off-Site Regional Stormwater Detention Basin Agreement

Action Items

1. 2nd Consideration of Proposed Ordinance 1178 Amending Title 6, Chapter 7, Personal Transportation and Mobility Devices
2. Resolution Approving 2023 Flood Mitigation Assistance Subaward Agreement and Administrative Plan
3. Resolution Awarding Contract - 1829 NW 86th Street Demolition Project - Capital Demolition and Environmental Services - $31,625.26

Correspondence

Reports

Adjournment

Memo

TO: Mayor and Council members
FROM: Matt McQuillen, City Manager
DATE: May 28, 2026
RE: City Manager Memo

SYNOPSIS:
Attached please find the City Manager's Memo for the May 28, 2026 Meeting of the Clive City Council.

Attachments:
1. General Info Memo 5-28-26

MEMO

To: Mayor Edwards and Clive City Council

From: City Manager Matt McQuillen

Date: May 22, 2026

Re: General Information Memo – May 28, 2026 City Council Meeting

The May 28, 2026, City Council meeting will be in-person in the Council Chambers at Clive City Hall & virtually at: https://us06web.zoom.us/j/85730249518

Consent Agenda – There are a few items to note on the consent agenda. First, two change orders are being recommended for approval related to our roadway rehab work. The first being increased curb repairs to be addressed based on good bid prices received for this year's program and increased concrete patching with The Concrete Company to cover a stretch of the Hickman Road frontage where concrete patching work is needed and was originally planned to be in-house work, but due to timing of Hickman Interchange construction, the patching work needs to be sooner and the contractor is able to add this work.

Finally, staff have come to agreement with the developer of the Emerald Isle Townhomes to finalize the improvements for this project before the City accepts a stormwater detention basin. The final agreements for both the regular public improvements and detention basin are on the consent agenda for approval, including compensation to the developer for portions of the newly constructed detention basin that will provide capacity for future development in the area, and the City will seek reimbursement from those properties at time of development for that extra basin capacity if it is used for stormwater management.

Personal Transportation Ordinance (E-Bikes/E-Scooters) – At the May 14 Council meeting, the Council reviewed and approved the first reading of updates to Clive's personal transportation and mobility devices ordinance so it would address the rapidly expanding use of "E-moto" devices. During the May 14 meeting the Council heard from a bicycle advocate group regarding their concerns with the draft ordinance and asked for an opportunity to work through potential revisions prior to approval. As indicated in the agenda packet, Chief Rehberg has scheduled meetings with these groups, however due to the timing of those meetings they haven't been able to inform changes prior to the May 28 meeting and give the Chief time to make further revisions. Therefore, staff are requesting the Council table consideration of the 2nd reading of Ordinance 1178 at the May 28 meeting, to allow more time for potential revisions and move that 2nd consideration to the June 11 meeting.

Food Mitigation Assistance Agreement – Over the past two years the City has been working with the Federal and State government to finalize a subaward agreement and administrative plan for a major step in the City's flood mitigation efforts in the University Blvd neighborhood. Included on the agenda is consideration of a subaward agreement and administrative plan for a $14.4 million 2023 Flood Mitigation Assistance grant award received from FEMA. This grant agreement will support the acquisition and demolition of three commercial properties in the University Blvd area who have experienced numerous

impacts from past flooding events along Walnut Creek. Following approval of this Agreement and Plan, staff will be working with these commercial properties on the acquisition and demolition process. Staff and the property owners are excited to move this major flood mitigation project forward for the community.

1829 NW 86th St Demolition – Following acquisition of the property at 1829 NW 86th Street (former Bruce Engine) the City solicited bids for demolition of the structure and environmental remediation. The City has received five bids with the lowest responsible bid of $31,625.26 coming from Capital Demolition and Environmental Services. Staff's original cost estimate for the demolition was $51,700 and we feel this is a very competitive bid from Capital Demolition and would recommend approval.

Tentative Upcoming Agenda Items

June 11

- Action – 2nd reading of Personal Transportation Devices Ordinance Amendment (E-bikes/scooters)
- Action – Staff Pay Rates for FY 26-27 and City Manager Performance Review
- Action – Letter of Withdrawal from Westside Station Agreement

June 25

- Action – 3rd reading of Personal Transportation Devices Ordinance Amendment (E-bikes/scooters)
- Action – Site Plans for Berkshire Office Park Development Projects
- Action – Site Plan for construction of office building on Lot 5 of Mercy Wellness Campus (128th St)
- Action – Personnel Policy Handbook Updates

Memo

TO: Mayor and Council members
FROM: Matt McQuillen, City Manager
DATE: May 28, 2026
RE: City Manager Report - April 2026

SYNOPSIS:
Attached please find the City Manager's Monthly Report for April 2026.

Attachments:
1. CM Report 5-28-26

MEMO

To: Mayor Edwards and Clive City Council

From: City Manager Matt McQuillen

Date: 5/22/26

Re: City Manager's Report – April 2026

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

Consultant/Entity	Amount	Date	Services To Be Provided
NAI Electrical	$13,755.00	4/23/26	City Hall Phase 2 CO #6 – Door security/access control panel rewiring and relocation for both phase 1 and 2.
Central Iowa Mechanical	$4,519.55	4/24/26	GB Landing CO #7 – Modifications to floor drain location in pavilion and changes for patio radiant heat controller.
Absolute Concrete	$869.75	4/24/26	GB Landing CO #7 – Winter charges for concrete pours
Keystone Construction	$3,158.47	4/27/26	GB Landing CO #10 – Additions for building fascia and water line and additional shelving.
On Track Construction	$1,254.00	4/30/26	GB Landing CO #6 – Addition of a tracer wire in the biocell area to the west of the parking lot.

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 February staff collaborated with the PFM team to finalize 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. The 10-year financial model was presented during the March 12 Council meeting and will be used in future financial planning discussions. With Service 1 now complete, staff have transitioned our focus to the Service 2 effort for comparison city identification. In May staff provided feedback for the PFM team on their initial selection criteria and staff will be having a sync call with the PFM team also in May on next steps.

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 scope of services and contract was approved in December for the Center for Public Safety Management (CPSM) to be the consultant for the study effort. Clive is serving as the fiscal agent for the study with the study costs being distributed based on population. Also in December, a Memorandum of Understanding (MOU) was approved by Clive, Waukee, Windsor Heights and Urbandale to memorialize the relationship between the cities for the study. In March, CPSM developed initial draft reports on the data collection phase for each Fire/EMS agency. In April, the CPSM team conducted formal site visits during the week of April 20 for all of the Fire/EMS agencies and communities. The site visits were very successful and indicated a sense of openness from all agencies involved on further collaborations. The cities are anticipating to receive an initial set of recommendations/analysis from the CPSM team by late June.

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. In November the Council reviewed the status of the DART and PCEMA items. In December the City Manager and Councilmember Judkins met with Doug Romig from the Housing Solutions Alliance (HSA) to better understand the potential role for cities in regional homelessness programs. HSA has decided to hold off on any city-specific funding requests until later in the year. This completes the effort for the item for this cycle.

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 March 2026 on the role of strategic planning now and going forward in the organization, including research on alternative initiatives such as Traction/EOS. In February, research and training design planning kicked off for the Middle Management Cohort and based on initial discussions could involve a supervisor onboarding/training component and a more intensive cohort training initiative for a small group of high potential staff members. More discussions will be occurring in the coming months with the Executive Team and Council Personnel Committee on this initiative. In addition, the City Manager touched base with each Councilmember on strategic planning in March.

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 November departments submitted their proposed line-item budgets in accordance with the strategic plan priorities. In early January the Council formally adopted the 2026-2030 CIP. In February the City Manager presented the proposed FY 2026-27 Operating Budget in two budget workshops with the first one focused on the Road Use Tax and Utility Funds and the second reviewing the proposed operating budget for the General and Trust & Agency Funds. In March the required Property Tax Hearing was held on March 26 with minimal comments from the

community and the City Council adopted the FY 26-27 Operating Budget at your April 9 meeting following the budget public hearing. This item is now considered complete.

Management Agenda Items – High Priority

City Hall Remodel Phase 2 – In April work in the Phase 2 area was completed. In addition, exterior signage with Chestnut Signs were fabricated and installed in early May. The parking lot work started in late April and has been a bit delayed due to unfavorable weather. As of the writing of this report the final contract pours for the north phase of the parking lot were being completed with the asphalt overlay scheduled to be completed before Memorial Day. In mid-May, the Community Development staff moved back to City Hall from the Harbach Center and the Administrative Services team will move back in late May.

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. Following the result of the approved WDM School's Bond Referendum in November 2025, the City will be engaging with the School on identifying a neighborhood engagement process for a master planning effort for the Indian Hills Greenspace Area. The City's funding support for such a master planning effort was included within the proposed 2026-2030 CIP. A small staff team from the School District and City drafted a scope of services/Request for Proposals (RFP) document and this was presented to the Collaborations Committee in late April. The final draft RFP was presented to both the City Council and School Board for approval in early May and approved for release. It is anticipated that a planning consultant would be secured by late summer.

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. All departments completed their 2025 presentations, and the Council will see new presentations in 2026.

State Agenda Advocacy and Lobbying: Property Tax and TIF Reform –The City Manager's Office was engaged in state legislative advocacy, especially in the areas of property tax and Tax Increment Financing (TIF) reform this past legislative session. In April, the Iowa League produced financial models to show the impacts of the primary property tax proposals from the Senate and House. Financial firm Piper Sandler developed the financial models and has also tried to adjust the models as amendments have been offered or approved (such as the large amendment to the Senate bill prior to passage in that chamber). The City Manager participated, supported and provided guidance/advice to Iowa League of Cities Governmental

Affairs team as they engaged with legislators in both chambers as the legislative session ended with further property tax reform being approved. Staff has now transitioned to evaluating the final piece of legislation that was signed by the Governor (SF 2472) on May 18 to determine the near and long-term impacts to Clive.

Memo

TO: Mayor and Council members
FROM:
DATE: May 28, 2026
RE: Assistant City Manager Tech Services Report - April 2026

SYNOPSIS:

Attachments:
1. April 2026 ACM and Tech Services Report

Assistant City Manager and Tech Services Monthly Report

Target	Milestones	Orig	Rev	Lead	Status	Notes
Major Streets and Crosswalks More Walkable: Goals, Best Practices, Report with Options, Direction, and Funding	86th: 86th and Alice Avenue and 86th and Franklin; research best practices for intersection	Dec-25		ACM	In Progress	
	86th: Complete plan and present to Council	Jan-1		ACM	In Progress	
	86th: Prepare budget request	Dec-25		ACM	Done	
	86th: SS4A grant announcement	Feb-26		ACM	Done	University planning funded 86th St. is not funded
	86th: Design improvements (in-house or contract?)	Apr-26		ACM	Postponed	
	86th: DECISION: BUDGET FY 26/27 Adoption	Jul-26		ACM	Postponed	
	86th: Start intersection improvements 7/26UNI: Re-engage WDM; ensure focus on walkability and connectivity during mall redev.	Aug-25		ACM	Ongoing	
	UNI: SS4A grant announcement	Jan-26		ACM	Done	
	UNI: If SS4A is successful, prepare budget request as needed	Jan-26		ACM	Done	
	UNI: If SS4A grant is successful, execute firm selection and start planning process	May-26		ACM	In Progress	MPO will manage the consultant contract for Clive and WDM
	UNI: determine interim measures to take on targeted intersections in the corridor	Jun-26		ACM	Not Started	
	GAPS: Evaluate MUTCD changes which may require that all intersections have painted crosswalks	Dec-25		ACM	Done	Appears that MUTCD requires that crosswalks be painted. Research ongoing
	GAPS: Develop budget request if needed	Jan-26		ACM	Done	
	GAPS: Conduct online community survey on sidewalk and trail connectivity gaps and other issues	Feb-26	June-26	ACM	Not Started	
	GAPS: DECISION: BUDGET FY 26/27 Adoption	Apr-26		ACM	In Progress	

Assistant City Manager and Tech Services Monthly Report

	GAPS: PW intersection safety and connectivity projects 11/26	Nov-26		ACM	Not Started	
Water Resources Master Plan Implementation	DECISION: Walnut Creek WMA Five-Year Goals Adoption 9/25	Sep-25		ACM	Done	
	Ongoing engagement with HBA and other stakeholders on updated stormwater manual; Ongoing	Ongoing		ACM	Ongoing	
	State of Clive Water Presentation 12/25	Nov-25		ACM	Done	
	In CIP process, identify/prioritize list of regional stormwater opportunities 11/25	Nov-25		ACM	Done	
	Annual PW stormwater project 11/25	Nov-25		ACM	Done	
	LAWN: Support CIWW grant applications aimed at decreasing water waste and improving irrigation 11/25	Nov-25		ACM	Done	
	LAWN: with CIWW or alone, research/recommend best practices 12/25	Dec-25	Apr-26	ACM	Done	
	LAWN: PRESENTATION: Preliminary strategies for discussion/feedback State of Water 12/25	Dec-25	Mar-26	ACM	Done	
	Collaborate with willing communities to plan and implement smart irrigation practices 3/26	Mar-26	Apr-26	ACM	Ongoing	
	MS4 Permit Renewal TBD	TBD		ACM	Ongoing	
	Annual Tree Sale 5/26	May-26		ACM	In Progress	
	Annual SQR Cost-Share Program 10/26	Nov-26		ACM	In Progress	
	SwAP Grant Program Ongoing	Ongoing		ACM	Ongoing	
University Avenue Corridor Redevelopment: Outcomes/Vision, Problem Areas, Options, Direction, and Actions	Re-engage WDM economic development staff on interest in aspects of the corridor plan 11/25	Nov-25		ACM	Done	
	Engages corridor property owners and businesses to	Apr-26	Jun-26	ACM	Not Started	

	understand opportunities/needs 2/26					
	REPORT: Staff summary on corridor property owner engagement	May-26	Jul-26	ACM	Not Started	
	If SS4A grant is successful, select consulting partner and start creating corridor safety plan 6/26	Jun-26		ACM	In Progress	
	Participate in WDM-led community engagement on Valley West Mall redevelopment TBD	TBD		ACM	Not Started	
Economic Development through the Greater Dallas County Development Alliance	Finalize agreement document and KPIs 9/25	Spe-25		ACM	Done	
	DECISION: Alliance Agreement and begin attending regular meetings 10/25	Oct-25		ACM	Done	
	Alliance and Clive staff “onboarding” and knowledge sharing 12/25	Dec-25		ACM	Done	
	Alliance engagement and relationship building with targeted property owners 1/26	Jan-26		ACM	Ongoing	
	Business visits with Partnership and City staff participation 2/26	Feb-26		ACM	Ongoing	
	PRESENTATION: Prioritized Opportunities and Strategies Report and review of year one activities 6/26	Jul-26		ACM	Not Started	
AI Strategy/Capacity Building: Direction and Funding	Complete Intensive AI Training	Nov-25		ACM	Done	
	Survey staff on their current AI use/operations	Jan-26	May-26	ACM	In Progress	
	Identify/Create Clive AI Staff Team	Jan-26	May-26	ACM	In Progress	
	Complete Clive AI use guidelines	Jan-26	Feb-26	ACM	Done	
	Deploy Grammarly enterprise license to targeted staff; building “Clive Voice” Prioritize "rusty nail" projects	Apr-26		ACM	Ongoing	
	Prepare budget proposal	Feb-26		ACM	Done	

Assistant City Manager and Tech Services Monthly Report

	Research AI project management tools, including within tools we already have	Apr-26		ACM	In Progress	
	Research Aviglion	Apr-26		ACM	Not Started	
	DECISION: Budget FY 26-27 Adoption	Apr-26		ACM	Done	
	Execute work on prioritized "rusty nail" projects	Ongoing		ACM	Ongoing	
Clive Community Survey		Jul-26		ACM	In Progress	
City-State Legislative Agenda 2025: Approval		Dec-25		ACM	Done	
Annual Community Engagement Plan		Jan-26		ACM	Done	
City-Federal Legislative Agenda 2025: Approval		May-26		ACM	In Progress	
Clive's Various e-Newsletters Standardization and Monthly Newsletter		May-26		ACM	In Progress	
Greenbelt Trail Education Campaign: Safety and Etiquette		Apr-26		ACM	Ongoing	
Greenbelt Landing Individual Donor (Goal: $100,000)		Dec-26		ACM	Ongoing	

Monthly Highlights

- Attended Polk County Housing Trust Fund/Capital Crossroads workshop on housing strategies 4/1
- League, ISWEP, and City legislative affairs work throughout the month
- CIWW board and working group meetings throughout the month on lawn watering and demand side management
- ISWEP I-Storm conference on 4/21 and 4/22
- Greater Des Moines Community Foundation annual luncheon on 4/23
- Toured NCMIC campus to evaluate stormwater and smart irrigation collaboration opportunities on 4/29

Assistant City Manager and Tech Services Monthly Report

Technology Services Report – April 2026

Dennis Harken, TS/IT Manager, has prepared the following report detailing the activities of the Technology Services (TS) staff for **April 2026.**

2025-2026 Approved Strategic Goals Status

Project	Status	Notes	Due	Completed
MIP–Computer Replacements for Public Works & Admin Services	In Progress	Admin Services Completed Jan 2026. Only 2 PW staff remaining.	Nov 2025	**Apr 2026**
MIP-Lucity asset management implementation: Parks	Not Started		Sep 2026	
MIP-Enterprise GIS System Upgrade	In Progress	**Servers are ready for migration.**	Nov 2025	
MIP-Annual Security Penetration Testing	In Progress	**CISA contacted – no response. Working to get another vendor.**	Dec 2025	
MIP-Disaster Recovery/Business Continuity of Operations Framework Documentation	Not Started		Feb 2026	
MIP-Backup Data Center Testing	Not Started		Oct 2025	
MIP-Technology Subject Matter Experts Development	In Progress		Jan 2026	
MIP-Breach Reporting and Incident Response Updates	Not Started	Annual review and update of Incident Response Plan documentation	Mar 2026	
MIP-Increased Use of M365/SharePoint/Teams	In Progress		Jan 2026	
MIP-Parks EAMS (Lucity) – Facility Maintenance Launch	Not Started		Jul 2026	
MIP-iMap Server Decommission	Not Started		Jan 2026	
MIP-City Wi-Fi Access Improvements	Done	**COMPLETED**	Nov 2025	**Apr 2026**
MIP-Door Access Security for Public Works, Water Towers, and Special Events Facility	Done	**COMPLETED**	Apr 2026	**Apr 2026**

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

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

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

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

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

- Percentage of professional fee costs since the start of the fiscal year: **3.03%**

Assistant City Manager and Tech Services Monthly Report

2025-2026 Miscellaneous Technology Services Project Status

Project	Status	Notes	Due	Completed
Server Operating System Upgrades/ Maintenance	In Progress	Preemption, Sharefile, OOS, & Access Control svrs to Server 2022 as the opportunity arises.	Ongoing	
Additional cancellation of old copper analog POTS lines	In Progress	4 additional lines cancelled in Feb 2026	Ongoing	
Assist Public Works with Citizen Serve project	Done	**COMPLETED**	Oct 2025	Jan 2026
Security Cameras for Public Works facility	Done	Some cameras are configured and ready.	Nov 2025	Mar 2026
Relocation of City Hall staff to Harbach Center	Done	Prepared Harbach Center space and relocated Admin Services and CommDev staff.	Sep 2025	Sep 2025
Census Office Setup	Done	Laptops, phones, printing, etc for census worker space	Sep 2025	Sep 2025
EAMS (Lucity) server upgrades	Done	An upgrade to the Lucity system is needed to troubleshoot issues with new iPads	Jan 2026	**Apr 2026**
Relocation of rack equipment	Done	Relocation of some networking equipment is needed for City Hall Phase 2 data cabling	Feb 2026	Feb 2026
Implementation of secured copier printing	Done	PaperCut will be implemented to secure printing and eliminate local printers	Mar 2026	Mar 2026
Implementation of new managed print service	Done	Managed Print Service moving to new vendor	Apr 2026	Mar 2026
Relocating City Hall staff back to City Hall	In Progress	Admin Services and CommDev staff returning to City Hall	May 2026	
Implementation of tech for Phase 2 of City Hall	In Progress	Includes conference room AV, wifi, new copier, new shared printers, room schedulers, security camera TV, etc	May 2026	
Replacement of Library firewall	Done	Current firewall is end-of-service	Apr 2026	**Apr 2026**
Replacement of traffic network switch	Done	This is the first switch of a larger planned replacement of all traffic network switches	Mar 2026	**Mar 2026**
Test Greenbelt Landing Special Events network connections	Done	New fiber connection is currently in the works.	TBD	**Apr 2026**
Tech set up at Aquatics Center	Done	Set up for the new season	Apr 2026	**Apr 2026**
Census Office take down	Done	Laptops, phones, printing, etc for census worker space to be removed	Feb 2026	Feb 2026
Replacement of 12 traffic network switches	Not Started	Begin Phase 1 of replacement of outdated traffic network switches	Sep 2026	

Conferences, Training, Meetings, & Other

- James Kuzhikandathil attended the Westcom FOG/CAD/POG virtual meeting on April 1st.
- Dennis Harken and James Kuzhikandathil attended the Westcom Technology Work Group on April 22nd.

Memo

TO: Mayor and Council members
FROM: Elizabeth Hansen, Director of Administrative Services
DATE: May 28, 2026
RE: Administrative Services Monthly Report - April 2026

SYNOPSIS:
Please review the attached report and supplemental materials.

Attachments:
1. 4-Monthly Report APR 2026
2. April 26 Admin Report Materials

MEMO

To: Mayor Edwards and Council Members

From: Elizabeth Hansen, Director of Administrative Services

Date: May 20, 2026

Re: Monthly Report – April 2026

Administrator Services Department

General Administration/Finance:

Utility Billing/Xpress Bill Pay (XBP):

A. To date, 7,218 customers have set up online accounts on the Xpress Bill Pay system. Of those customers, 3,208 have selected the electronic billing feature. All utility customers have XBP accounts and 44% receive electronic statements. Since we reached the 35% goal, now the goal is to maintain that percentage and increase it even more.
B. 288 utility bill reminders were sent, and 15 customers were scheduled to be shut off this month.
C. 32 work orders were processed – 2 were for new construction so 30 were for other work.
D. 55 warning tags were delivered/service shut-offs for non-payment.

Permits/Licenses Purchased:

Permit/License	Quantity	Amount
Mobile Food Vendors	8	
Noise Permits	1	
Solicitor Permits	3	
Open Records Requests	11	
Pet Licenses	18	$3,453.00
Parking Tickets	19	$563.00
Yard Waste Stickers	65	$8,576.00
Miscellaneous Waste Stickers	313	$628.00

Income Offset Program (IOP) – We received $9,880.68 from the State of Iowa for IOP and from MCOA in April.

Human Resources:

During April, the NeoGov Insight/OHC system was used for advertising Seasonal Public Works, Aquatics and Recreation Positions, FT Public Works Operations Specialist, FT Fire Lieutenant, and PT Fire positions (ongoing). Below are the hiring and promotions for calendar years 2017 to the present:

A. Hires -

	2026	2025	2024	2023	2022	2021	2020
Full Time	5	9	14	22	14	15	16
Part-Time	2	6	10	7	22	10	1
Seasonal	0	154	159	159	132	130	73
Promotional	2	9	9	15	7	8	7

B. Separations –

	As of July 1, 2025 – June 30, 2026
Fire	6 PT - Other employment, 1 PT – Retirement, 1 FT – Other employment
Police	1 FT
Public Works	4 FT - Other employment, 1 FT – Retirement, 1 Seasonal
Library	2 PT – Other employment
Parks	1 FT – Other employment, 2 Seasonal
Recreation	131 Aquatic, 5 Recreation Seasonal
Administration	1 FT – Retirement
Comm Development	1 Intern, 1 FT – Retirement, 1 FT – Other employment

C. Staff Events:

4 - HR Hours – Employee Communication – 4/3/26, 4/10/26, 4/17/26, 4/24/26

2 – Paperwork Party – Seasonal Onboarding – 4/14/26, 4/22/26

1 – Supervisory Training – Employee Development – 4/1/26

2 – Open Enrollment & Intro to AllOne Health – Benefits Education – 4/29/26, 4/30/26

2 – “Managing Your Debt & Credit”, Morgan Stanley 1:1s – Financial Education – 4/29/26, 4/30/26

Departmental Projects – Strategic Planning: Carry over items from FY25 to FY26
Not Started ***In Progress*** ***Completed***

City Clerk Division

2025 Partial Special Census – Final Results - The U.S. Census Bureau has completed the City’s 2025 partial special census and issued official results. The special census area population was determined to be 7,022 with 2,933 housing units as of October 1, 2025, and these figures constitute official census statistics under federal law. Based on these results, staff have calculated Clive’s updated total population at approximately 20,277, exceeding initial estimates and reflecting an increase of 1,676 residents captured through the special census effort.

The City Council has now formally accepted and certified the special census results by resolution, and the certified results have been transmitted to the appropriate state agencies for implementation purposes, including Road Use Tax calculations and related state administrative records. Because this was a partial special census, the Census Bureau will not update Clive’s official total population on its primary published datasets or decennial census totals. Instead, the

updated citywide population is derived by combining the special census results with the 2020 Census baseline. However, the special census figures remain official federal census statistics and may be used by state and federal agencies as authorized by law.

The Census Bureau will also provide a final accounting of project costs within approximately 120 days, at which time the City's advance payment will be reconciled.

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 – On December 30, 2025, voters in Iowa Senate District 16, which includes portions of West Des Moines, Clive, and Windsor Heights, elected Renee Hardman in a special election to fill the seat vacated by the October 2025 death of State Senator Claire Celsi.

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). 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 present the Title 8 changes to the City Council in June.

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 presented the 2026-2030 CIP to the City Council in November. The public hearing and the meeting for Council to consider approval is on January 8, 2026.

2025B/2026A Bond Sales: Completion (Including Bond Rating) – Staff is working with PFM and Dorsey & Whitney for the sale of bonds to fund the capital improvement projects for the 2025/26 construction season. The process for issuing the 2026A bond is underway with a bond rating call with S&P in late March. The bond sale will be in April, and the proceeds will be received in May.

Bill Payment Vendor Transition (ZIFT) – The purchase of the cash receipting module, community portal, and ZIFT software has been completed. 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. As part of the transition to Zift will be the development of online payment forms through the Community Portal. This work has already begun and is in the process of transition of utility billing customers.

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 second Budget Workshop is scheduled to occur in late February 2026.

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 completed the market analysis and the employee survey results. Final reports were provided in early December. Employee Personnel Committee and Employees Benefit & Wellness Committee meetings took place in December. Hansen and McQuillen conducted a road show of four department meetings: sharing the results of the surveys, City Manager recommendations and next steps to the employees in February. A proposal to adjust the wages will be requested and presented to the City Council in February and other benefit reviews will be conducted.

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. With the help of our Communications Specialist, Department Directors created 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.

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. A follow up training is also conducted to inform employees in July.

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. The promotion was approved on November 13; therefore, HR began recruiting a Civil Engineer. The goal is to have a new Civil Engineer in April 2026.
B. ***Public Works Director –*** We have posted the Public Works Director position at multiple external locations, which includes a new attractive recruitment video ad position profile. Applications are due March 20, 2026. We would like a new Public Works Director overlapping a bit with Jeff in July 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 we move back to City Hall.

Council Year to Date Report
EXPENDITURES

FUND	FY 2024-25 ACTUAL	FY 2025-26 BUDGET	FY 2025-26 BUDGET -AMENDED	CURRENT YTD	CURRENT YTD UNEXPENDED	BUDGET % EXPENDED
GENERAL	**14,903,689**	**25,307,359**	**26,016,550**	**19,025,555**	**6,281,804**	**73.13%**
POLICE DEPARTMENT	2,843,771	4,551,522	4,713,793	3,805,271	908,522	80.73%
FIRE PROTECTION	1,455,512	2,540,931	2,649,931	1,643,843	1,006,088	62.03%
RESCUE DEPARTMENT	1,427,123	2,311,616	2,338,616	1,923,397	415,219	82.25%
DISASTER CONTROL DEPARTMENT	5,549	14,015	14,015	8,581	5,434	61.23%
ANIMAL CONTROL	17,415	20,000	20,000	17,415	2,585	87.08%
PUBLIC WORKS ADMINISTRATION	372,828	628,615	636,115	516,610	119,505	81.21%
STREET LIGHTING	120,243	224,000	224,000	153,421	70,579	68.49%
TRAFFIC SAFETY DEPARTMENT	109,148	259,263	259,263	126,048	133,215	48.62%
ENGINEERING	598,068	960,534	1,035,534	858,734	176,800	82.93%
SOLID WASTE COLLECT & DISPOSAL	811,212	1,227,000	1,227,000	1,040,846	186,154	84.83%
MOSQUITO CONTROL DEPARTMENT	5,299	14,330	14,330	5,299	9,031	36.98%
WELLNESS PROGRAM	6,894	16,000	16,000	6,894	9,106	43.09%
LIBRARY SERVICES	622,902	1,082,705	1,087,705	890,037	197,668	81.83%
MUSEUMS & CENTERS	424,040	625,000	625,000	455,381	169,619	72.86%
PARKS & PLAYGROUNDS	1,081,404	1,764,035	1,764,035	1,384,660	379,375	78.49%
RECREATION	573,840	887,309	892,309	726,269	166,040	81.39%
RECREATION	102,374	251,049	251,049	141,742	109,307	56.46%
PUBLIC ART PROGRAM	937	10,500	10,500	6,363	4,137	60.60%
SWIMMING POOLS	576,285	845,079	845,079	624,724	220,355	73.92%
BUILDING & HOUSING SAFETY	220,696	354,076	360,796	303,532	57,264	84.13%
PLANNING & ZONING	390,794	558,769	641,969	499,148	142,821	77.75%
CODE ENFORCEMENT	69,389	109,457	109,457	92,788	16,669	84.77%
LEGISLATIVE (COUNCIL & MAYOR)	34,674	90,996	90,996	48,154	42,842	52.92%
EXEC. & ADM. (MGR, ASST MGR)	382,656	598,323	657,823	514,913	142,910	78.28%
HUMAN RESOURCES	173,118	305,610	313,610	233,998	79,612	74.61%
FINANCIAL ADMINISTRATION	1,384,601	3,387,475	3,431,475	1,565,689	1,865,786	45.63%
ELECTIONS	6,519	8,000	8,000	6,519	1,481	81.48%
LEGAL SERVICES	89,864	70,000	135,000	117,988	17,013	87.40%
CITY HALL	249,662	487,760	487,760	322,037	165,723	66.02%
MISCELLANEOUS UNALLOCATED	58,538	51,250	91,250	59,527	31,723	65.23%
IT	688,334	1,052,140	1,064,140	925,731	138,409	86.99%
PERS SERV. (CIVIL SERVICE)	-	-	-	-	-	0.00%
ROADWAY MAINTENANCE	**1,271,937**	**3,081,808**	**3,171,808**	**2,640,774**	**531,034**	**83.26%**
LOCAL OPTIONS SALES TAX	**1,718,170**	**4,105,043**	**4,105,043**	**1,718,170**	**2,386,873**	**41.86%**
WATER	**5,561,211**	**6,547,552**	**7,272,552**	**6,264,964**	**1,007,588**	**86.15%**
SANITARY SEWERS	**3,098,512**	**4,091,702**	**4,204,202**	**3,756,344**	**447,858**	**89.35%**
STORM SEWERS	**362,453**	**1,857,598**	**1,872,098**	**1,704,793**	**167,305**	**91.06%**
INTERNAL SERVICE- Cap Equip	**1,323,003**	**2,619,382**	**2,619,382**	**1,390,616**	**1,228,766**	**53.09%**
TOTAL*	**28,238,975**	**47,610,444**	**49,261,635**	**36,501,215**	**12,760,420**	**74.10%**

REVENUES

FUND	FY 2024 ACTUAL	FY 2024-25 BUDGET	FY 2025-26 BUDGET -AMENDED	CURRENT YTD	CURRENT YTD UNCOLLECTED	BUDGET % COLLECTED
GENERAL	**13,213,688**	**24,059,646**	**24,059,646**	**21,803,321**	**2,256,325**	**90.62%**
NON-PROGRAM GENERAL REVENUE	10,834,607	20,205,302	20,205,302	18,268,404	1,936,898	90.41%
POLICE DEPARTMENT	30,645	73,000	73,000	38,806	34,194	53.16%
FIRE PROTECTION	5,538	9,500	9,500	24,951	(15,451)	262.65%
RESCUE DEPARTMENT	700,557	700,500	700,500	980,969	(280,469)	140.04%
ANIMAL CONTROL	7,787	18,000	18,000	14,495	3,505	80.53%
ROADWAY MAINTENANCE	11,000	31,000	31,000	17,772	13,228	57.33%
SOLID WASTE COLLECT & DISPOSAL	734,371	1,269,600	1,269,600	1,066,422	203,178	84.00%
LIBRARY SERVICES	33,187	40,984	40,984	35,512	5,472	86.65%
PARKS & PLAYGROUNDS	13,182	42,000	42,000	19,484	22,516	46.39%
RECREATION	293,292	460,650	460,650	485,817	(25,167)	105.46%
PUBLIC ART PROGRAM	-	-	-	-	-	0.00%
SWIMMING POOLS	297,169	734,610	734,610	534,239	200,371	72.72%
BUILDING & HOUSING SAFETY	85,375	94,500	94,500	101,793	(7,293)	107.72%
PLANNING & ZONING	166,979	380,000	380,000	214,657	165,343	56.49%
ROADWAY MAINTENANCE	**1,555,864**	**3,041,178**	**3,041,178**	**2,115,227**	**925,951**	**69.55%**
LOCAL OPTIONS SALES TAX	**2,601,866**	**4,480,000**	**4,480,000**	**3,589,913**	**890,087**	**80.13%**
WATER	**4,209,442**	**6,894,785**	**6,894,785**	**5,418,179**	**1,476,606**	**78.58%**
SANITARY SEWERS	**2,512,966**	**4,046,152**	**4,046,152**	**3,623,534**	**422,618**	**89.56%**
STORM SEWERS	**1,133,276**	**1,877,838**	**1,877,838**	**1,609,380**	**268,458**	**85.70%**
INTERNAL SERVICE- Cap Equip	**2,100,248**	**2,556,104**	**2,556,104**	**2,627,396**	**(71,292)**	**102.79%**
TOTAL*	**27,327,350.16**	**46,955,703.47**	**46,955,703.47**	**40,786,949.50**	**6,168,753.97**	**86.86%**

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

Cash and Interest Breakdown

Apr-26	LSB Operating	LSB Operating ICS	LSB Flex Funds	LSB Flex Funds ICS		Lincoln CD 11-29-2024	Lincoln CD 11/29/2024
	LSB (1254)	**LSB ICS (1254)**	**LSB (8776)**	**LSB ICS (8776)**	**Express Bill Pay**	**3001048949**	**3001049019**
Beg Balance	$ 250,000.00	$ 73,769,964.64	$ 20,000.00	$ 69,125.93	$ 26,992.76	$ 500,000.00	$ 483,708.51
Revenues							
Interest	$ 730.41	$ 217,472.99	$ -	$ 191.63	$ -	$ -	$ -
Revenue	$ 13,586,016.10	$ 9,532,494.59	$ 7,451.72	$ 2,412.60	$300,183.87	$ -	$ -
Adjustments	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Rev Sub Totals	$ 13,586,746.51	$ 9,749,967.58	$ 7,451.72	$ 2,604.23	$ 300,183.87	$ -	$ -
Expenditures							
Expenses	$ 13,586,746.51	$ 2,849,612.61	$ 7,451.72	$ 4,572.36	$315,830.02	$ -	$ -
Adjustments	$ -	$ -	$ -	$ -			
Exp Sub Totals	$ 13,586,746.51	$ 2,849,612.61	$ 7,451.72	$ 4,572.36	$315,830.02	$ -	$ -
Statement End Balance	$ 250,000.00	$ 80,670,319.61	$ 20,000.00	$ 67,157.80	$ 11,346.61	$ 500,000.00	$ 483,708.51
Adjustments							
Outstanding Sweep	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Adj Totals	**$ 250,000.00**	**$ 80,670,319.61**	**$ 20,000.00**	**$ 67,157.80**	**$ 11,346.61**	**$ 500,000.00**	**$ 483,708.51**

Interest Worksheet Report

April 30, 2026

	LSB Operating	LSB Operating ICS	Other	LSB Flex	Total
Interest Received	$ 730.41	$ 217,472.99	$ -	$ 191.63	$ 218,395.03

Interest Spread	GL Acct / Fund #	GL Acct/ Fund Bal	% of Total Balance	Interest Deposited		
Flex Funding (EBS)	173		100.00%	$ 191.63		
				$ 218,203.40		
General Fund	001-4000-4-4300	14,336,557.92	22.56%	49,225.55	1501	001
Debt Service	200-4710-4-4300	3,460,584.88	5.45%	11,882.15	160	200
Water Fund (Utl)	600-4810-3-4300	8,889,818.18	13.99%	30,523.80	1581	600
Sewer Fund (Utl)	610-4815-3-4300	7,196,449.73	11.32%	24,709.50	1582	610
Storm Water Fund (Utl)	740-4865-3-4300	132,234.82	0.21%	454.04	1583	740
Capital Project Funding			0.00%	-		
TIF - start in Jan 2017	123-4520-4-4300	2,367,166.12	3.72%	8,127.83	1530	123
University Flood Prone	342-4750-3-4300	2,378,650.17	3.74%	8,167.26	1584	342
City Facility Improv	350-4750-3-4300	907,704.42	1.43%	3,116.67	1504	350
2025 FIRE ENGINE	354-4750-3-4300	877,665.14	1.38%	3,013.52	1537	354
Greenbelt Landing	374-4750-3-4300	301,793.24	0.47%	1,036.23	1533	374
Linnan Park	387-4750-3-4300	2,242,372.27	3.53%	7,699.34	1534	387
NN PHASE III TRL	389-4750-3-4300	7,264,042.03	11.43%	24,941.58	1535	389
Storm Water	427-4750-3-4300	721,508.99	1.14%	2,477.35	1524	427
Sewer Cap	433-4750-3-4300	358,479.68	0.56%	1,230.86	1511	433
Water Cap	435-4750-3-4300	548,304.84	0.86%	1,882.64	1525	435
Alice's Road Ph1 (1A)	441-4750-4-4300	6,715,613.79	10.57%	23,058.52	1585	441
Alice's Road Ph3	442-4750-4-4300	1,359,687.75	2.14%	4,668.58	1586	442
Alice's Rd Improv	464-4750-3-4300	3,491,404.54	5.49%	11,987.98	1514	464
Franchise	476-4750-3-4300	-	0.00%	-	1526	476
Totals		63,550,038.51	100.00%	218,203.40		

RECONCILIATION OF UTILITY BILLINGS, COLLECTIONS, AND DELINQUENCIES

FY25/26 **Month of: APRIL 2026**

Aged trial balance- Report Date:	3/31/2026		$ 839,065.28
BILLINGS			
Billings for the month of:	MARCH	$ 889,178.34	
Billings for the month of:	APRIL	$ 923,514.62	
Total billings for the months of March and April, 2026 (includes penalties and finals)			$ 1,812,692.96
TOTAL BILLINGS			$ 2,651,758.24
LESS COLLECTIONS			
Revenues collected for the month of: (Includes final bill payments, County Treasurer payments, etc.)	APRIL	$897,121.73	
Council Write-Offs		$0.00	
City Accounts- write-off/adjustments		$0.00	
Deposit amounts applied		$1,425.25	
Payment adjustments		$0.00	
TOTAL COLLECTIONS			$ 898,546.98
SUB TOTAL			$ 1,753,211.26
Aging report balance for:	4/30/2026		$ 872,855.15
Aging report 04/30/2026 for accounts 30 days or more past due			$ 92,469.83

Prepared by: Maritza Alarcon, Utility Billing Department, 05/05/2026

Memo

TO: Mayor and Council members
FROM: Doug Ollendike, Community Development Director
DATE: May 28, 2026
RE: Community Development Monthly Report - April 2026

SYNOPSIS:

Residential Development and Single-Family Construction

2 new single-family homes were permitted in April with a valuation of $1,909,542. A total of 94 permits were issued which included new construction, remodels, additions, fences, decks, sheds, etc.

The south row of 6 townhomes along Emerald Isle Drive have had final inspections. The owner is completing the necessary corrections. The second row on the north side is in the finishing stages of completion. Staff is working through a punch list with the owner regarding public improvements, private improvements and stormwater improvements. Temporary CO's will be issued for building one after the punch list items identified in the agreements are satisfied.

Commercial Development, Construction and Remodels

Vision Electric, 2163 NW 111th Street, is waiting for final inspection.

McCoy Apartments, 11040 Hickman Road, interior work completed. The handicap parking has yet to be completed.

Greenbelt Landing, 1801 NW 114th Street, exterior work will be wrapping up in early June. The Creekside Pavilion is completed.

Starbucks, 15935 Hickman Road, the building permit is closed due to no activity. Staff is working with the owner to have the property cleaned up and building secured. The past two weeks, a landscaper has been working on getting the site issues addressed.

Genesis Health, 10930 Hickman Road, remodel work still in progress. Replacement trees have been installed throughout the site. Additional site landscaping and restoration is planned for spring.

Weissenburger Investments, 16400 Sheridan Road, the addition has been final inspected and the remaining items left are landscaping.

Mister Car Wash, 8727 University Ave, staff working with owner to satisfy the floodproofing certificate requirements.

City Hall, 1900 NW 114th Street, exterior parking lot and landscaping improvements are still underway.

Pure Wellness Remodel, 1250 NW 128th Street Ste 120, waiting for final inspection.

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 streetlight 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.

9289 Swanson BLVD, Lane's Fast Lube, Inc., a new automotive repair tenant has been issued a certificate of occupancy. Fire alarm improvements are underway.

9900 Swanson BLVD, Fly Dance Fitness, has been issued a building permit to complete a tenant finish within this building. Framing and rough in inspections have been completed.

8421 University BLVD, Saigon Day has been issued building and trade permits to complete a tenant finish for a small cafe/bakery shop. Staff will be conducting a final inspection soon.

1370 NW 114th Street has been issued a building permit and trade permits for an interior remodel.

2024 NW 92nd Ct., Parrish Funeral Services, has been issued a building and trade permits for a tenant finish throughout the building. Ground works plumbing inspections have been conducted.

12129 University Ave., Urology Center of Iowa has been issued a remodel permit for the 2nd story. Final inspection is complete with the owner working through some fire alarm issues.

9900 University Ave., Slick City has been issued building permits and trade permits for a full interior remodel. Footing, framing and rough in inspections have been completed.

Clive Wellness Campus Building 6, 1457 NW 128th Street, has submitted a site plan application for review. Staff is working with the applicant to amend the supplemental declaration of covenants to support the project and to address review comments.

Ivory Lotus Therapy, 16360 Sheridan Avenue, has submitted a site plan application for review. Staff is working with the applicant to address review comments.

Woodlands Creek Senior Living, 12685 Woodlands Parkway, has submitted an application for site plan amendment to construct a new 36-unit independent living building. Staff is working with the applicant to address review comments.

Zoning Compliance Certifications Issued
8801 University Ave - Afghan Supermarket, LLC
9900 Swanson Blvd - Fly Dance Fitness
9900 Swanson Blvd - Princeton Academy of Art
9289 Swanson Blvd - Lane's Automotive Service & Repair
9755 University Ave - AudioNova
12951 University Ave - ePathUSA, Inc

Planning Updates
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.

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.

Code Enforcement
117 new violation cases were opened — 97 through proactive enforcement and 20 through complaints. Staff completed 27 follow-up inspections for a total of 140 inspections. Last month's voluntary compliance rate was 100%. 46 illegal signs were removed from City right-of-way.

NEW VIOLATIONS CASE BREAKDOWN		
CODE SECTION	GENERAL EXPLANATION OF CODE SECTION	CASES
5-6-2(1)(K)	JUNK	3
5-6-2(1)(I)	GRASS AND WEEDS	8
5-6-4	HOUSEHOLD GOODS AND MACHINERY	2
5-6-5	CONSTRUCTION EQUIPMENT AND MATERIALS	1
5-6-7	GENERAL NUISANCE PROHIBITED	2
6-4-3(A)(4)	PARKING PROHIBITED ON OR ACROSS A SIDEWALK	4
7-2-2	SIDEWALK MAINTENANCE RESPONSIBILITY	84
8-5-3	SANITARY DISPOSAL REQUIRED	1
8-5-6	YARD WASTE REMOVAL REQUIRED	2
8-5-8	OPEN DUMPING PROHIBITED	1
10-1-8(A)	BUILDING PERMIT REQUIRED	1
10-1-11	EROSION CONTROL ISSUES	4
11-13-5(12)(A)	PARKING ON GRASS	3
11-15-5(B)	ZONING COMPLIANCE CERTIFICATE REQUIRED	1

Attachments:
None

Memo

TO: Mayor and Council members
FROM: Clay Garcia, Fire Chief
DATE: May 28, 2026
RE: Fire Department Report - April 2026

SYNOPSIS:
Fire Department Report — April 2026

Attachments:
1. 5 - April City 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

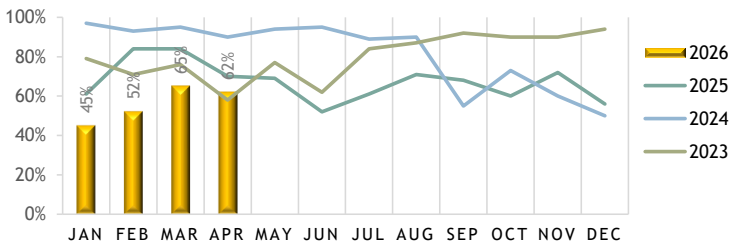
DATE: 5/10/2026

RE: April 2026 Monthly Report

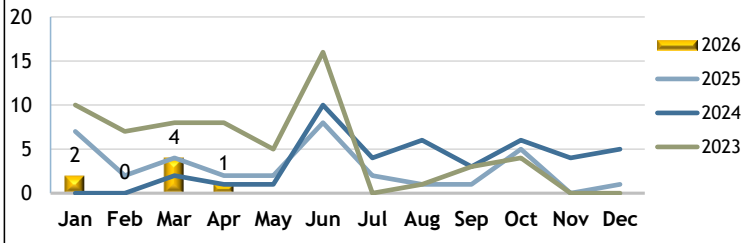
Top Priority	Milestones	Status
Fire-EMS Collaboration with Multi-Communities Study: Completion, Reporting and Direction (including Concept of Fire District)	Initiate Multi-Community Study	In Progress
	Complete Multi-Community Study	In Progress
	Analyze study with participating agencies	Not Started
	Present 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	In Progress
	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
April 2026

100% Staffing of On-Duty Shifts



Mandatory Overtime Shifts

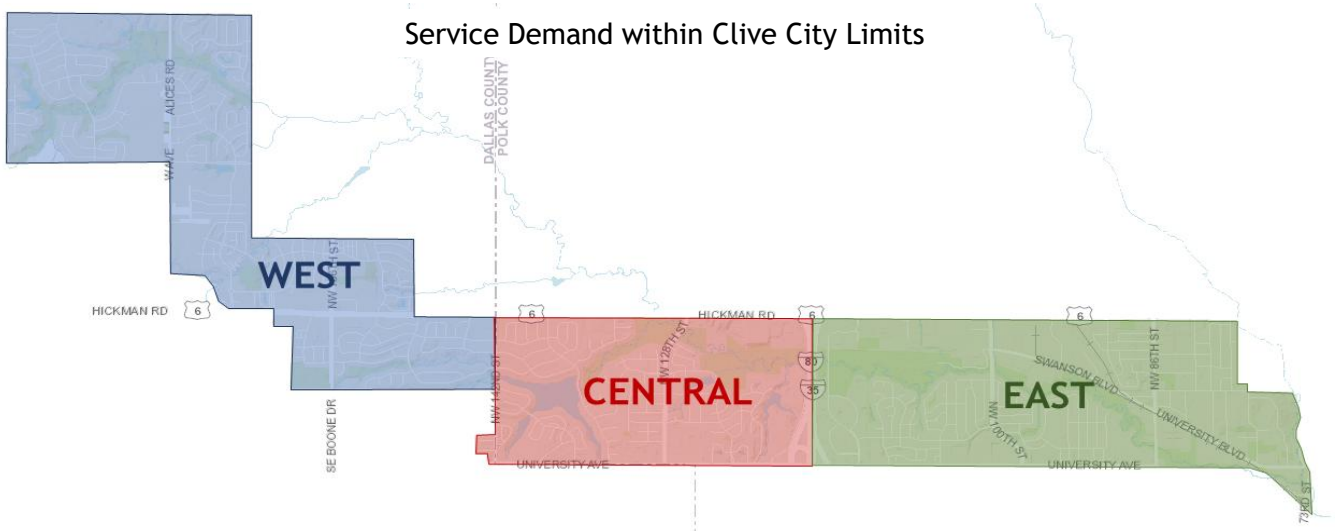


Citizen Satisfaction for Safety in Clive Above Customized and National Benchmarks

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	16	8.4%
Fire	12	6.3%
Total	28	14.7%

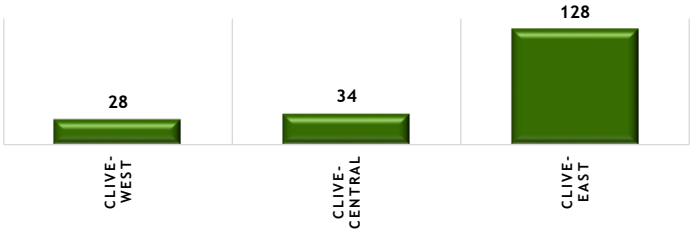
CENTRAL		
EMS	27	14.2%
Fire	7	3.7%
Total	34	17.9%

EAST		
EMS	84	44.2%
Fire	44	23.2%
Total	128	67.4%

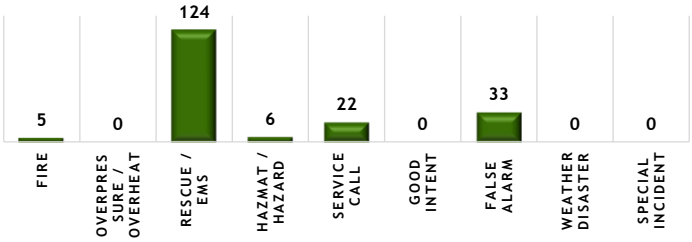
Clive Fire Department
Service Demand
April 2026

City of Clive

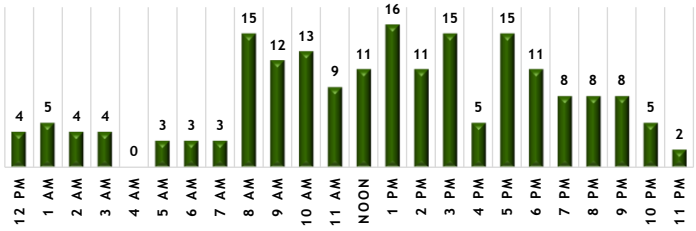
SERVICE DEMAND BY RESPONSE AREA



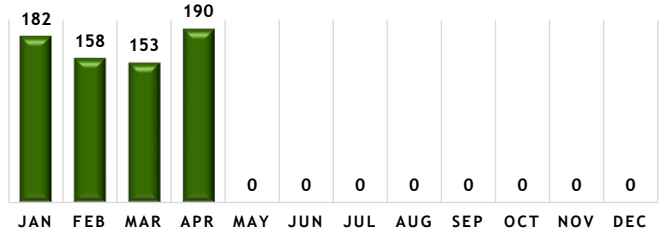
SERVICE DEMAND BY NFIRS CATEGORY



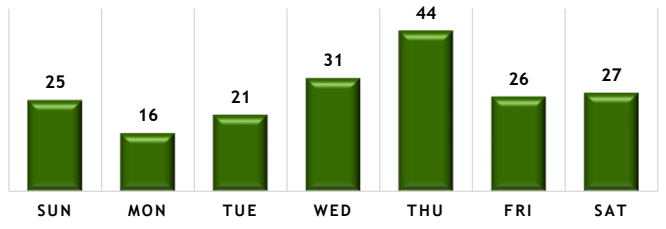
SERVICE DEMAND BY HOUR OF THE DAY



SERVICE DEMAND BY MONTH OF THE YEAR

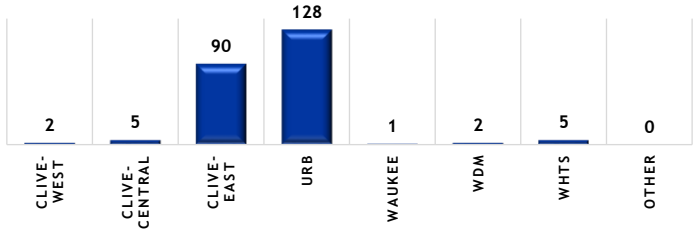


SERVICE DEMAND BY DAY OF THE WEEK

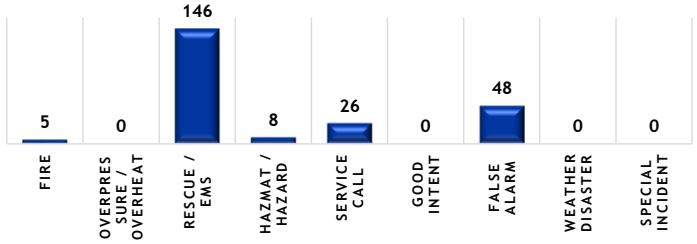


Station 32

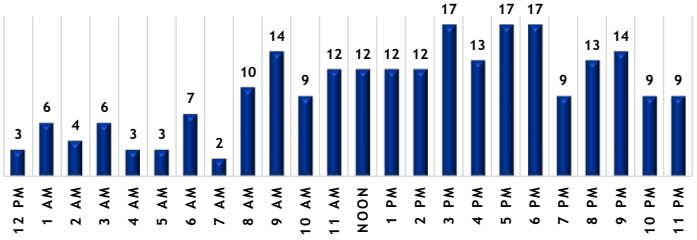
SERVICE DEMAND BY RESPONSE AREA



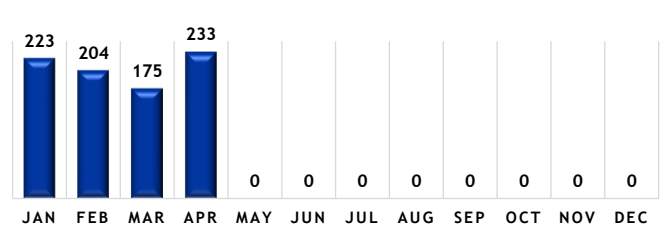
SERVICE DEMAND BY NFIRS CATEGORY



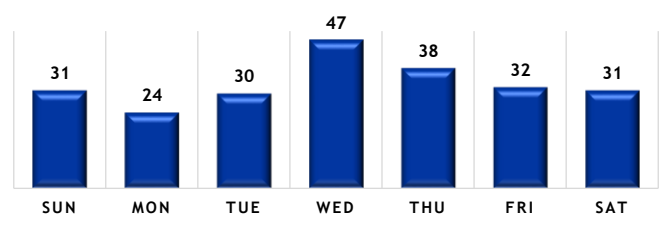
SERVICE DEMAND BY HOUR OF THE DAY



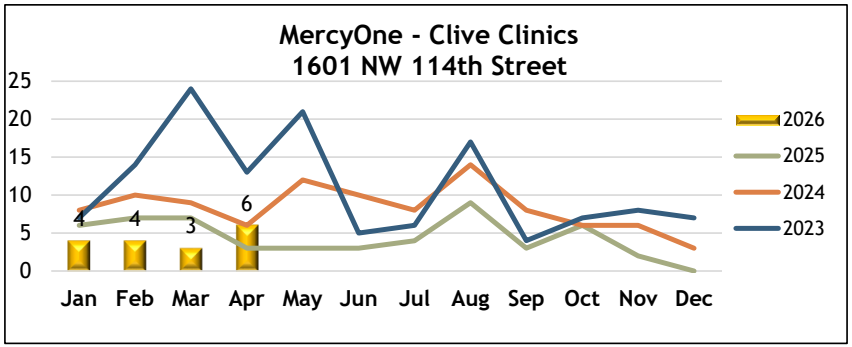
SERVICE DEMAND BY MONTH OF THE YEAR

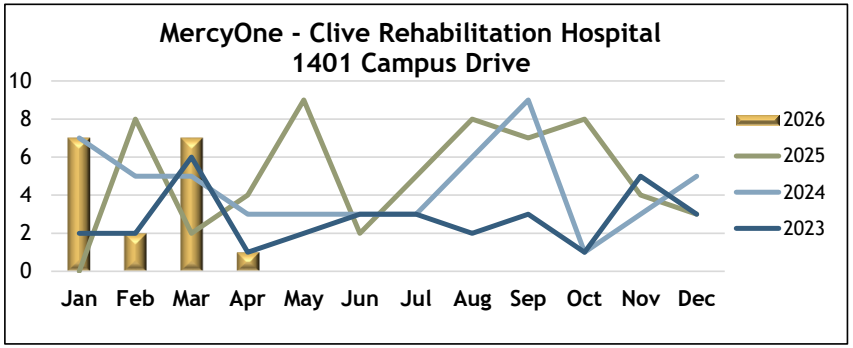


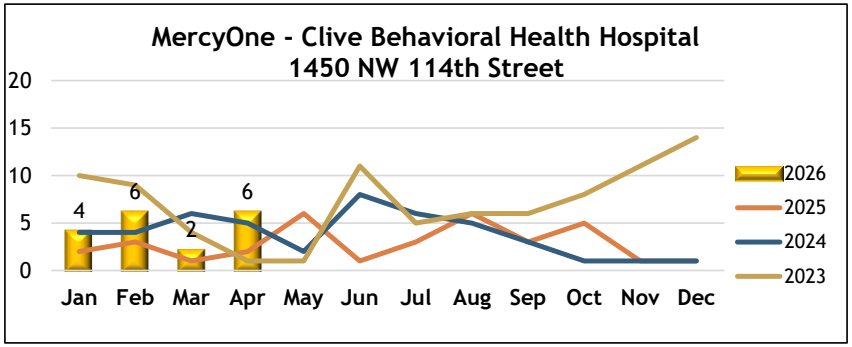
SERVICE DEMAND BY DAY OF THE WEEK

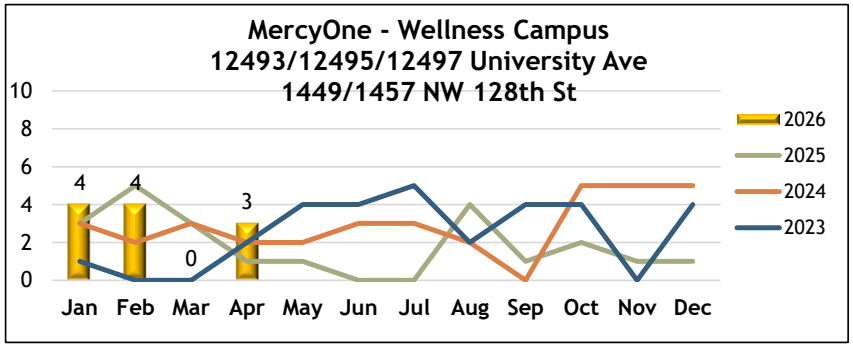


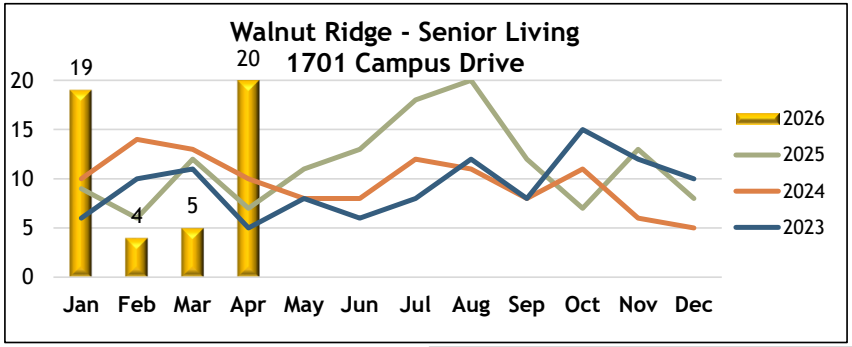
Clive Fire Department
Service Demand - EMS
April 2026

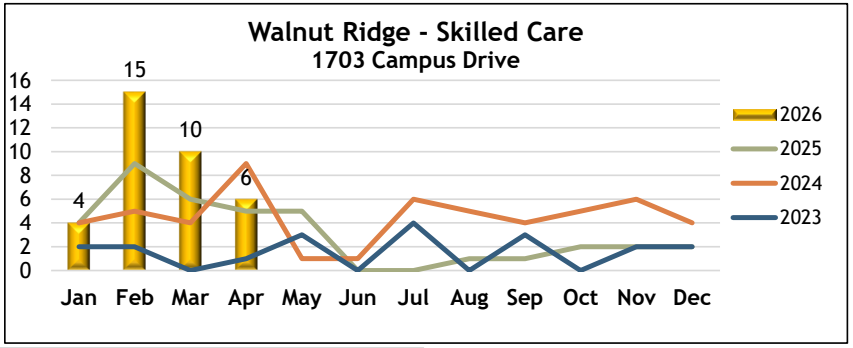


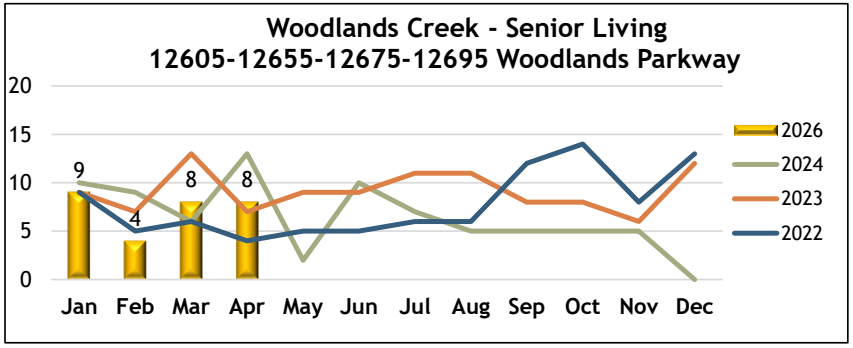




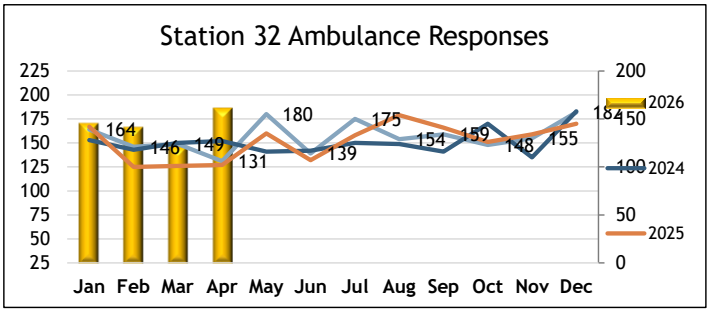


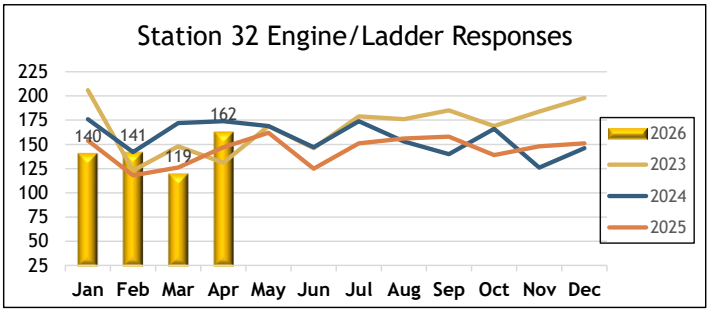


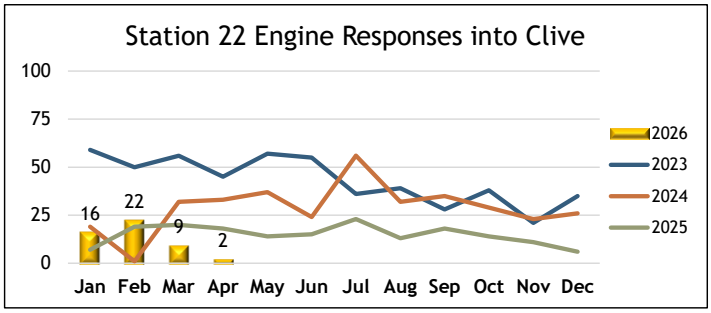


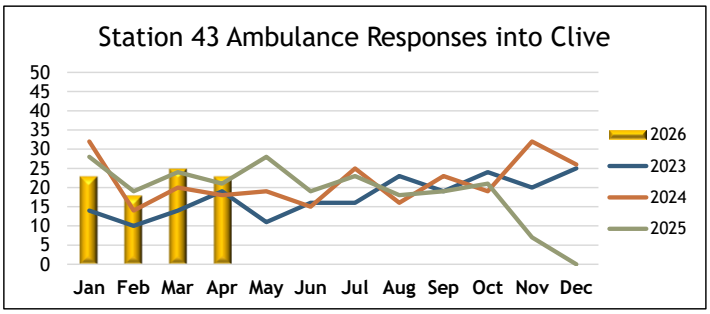


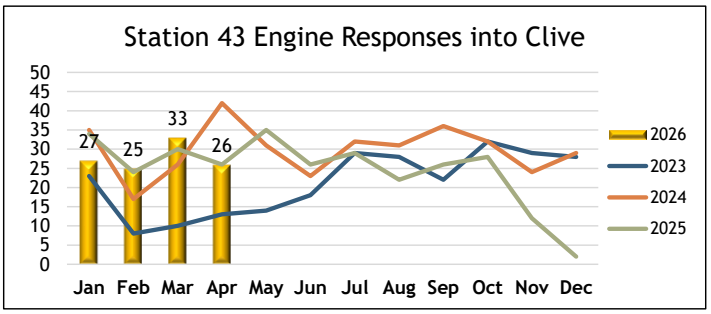
Clive Fire Department
Monthly Report
April 2026

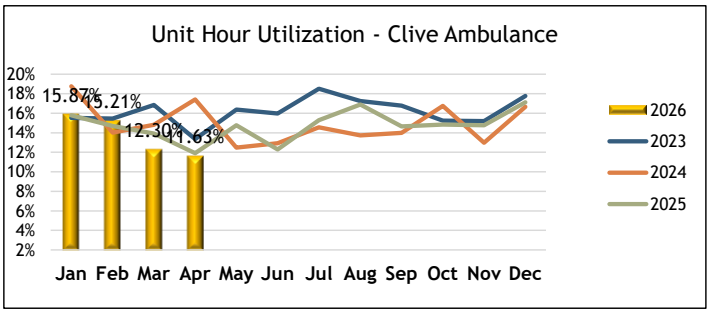


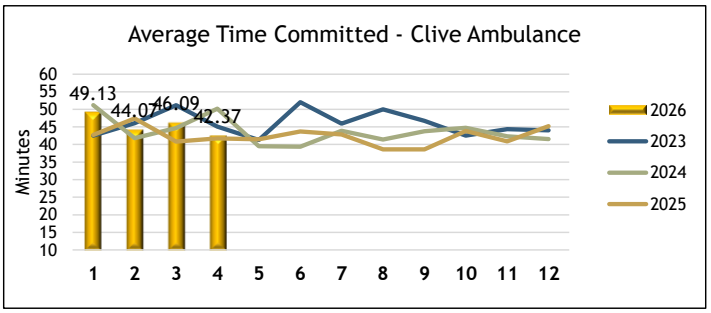


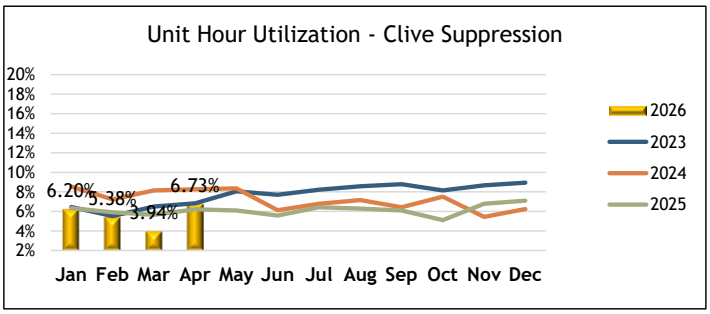


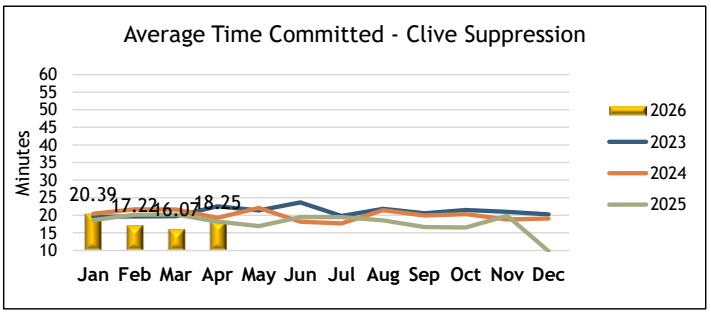




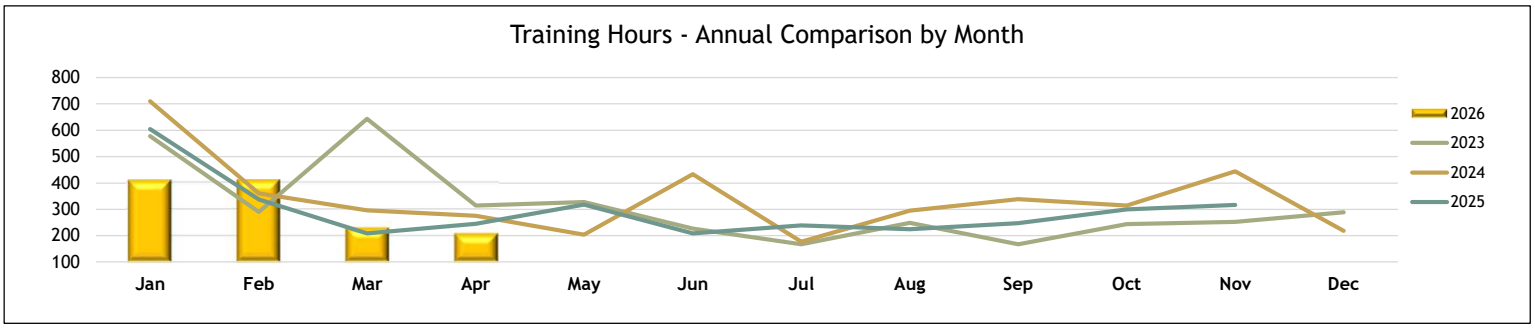


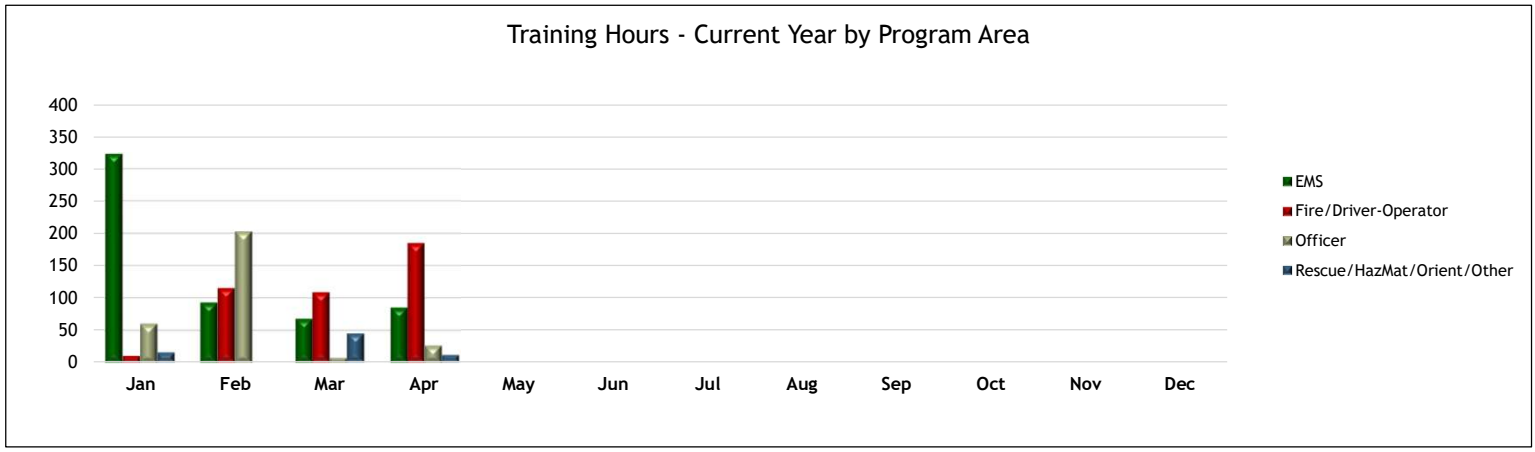




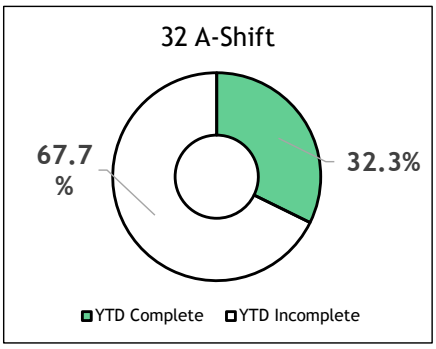


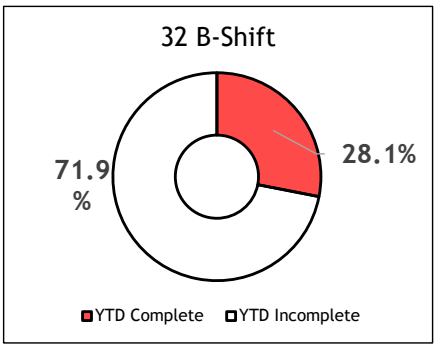
Clive Fire Department
Training
2026

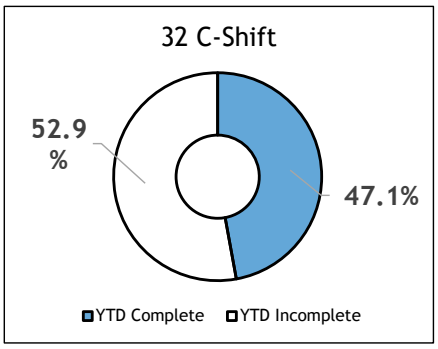




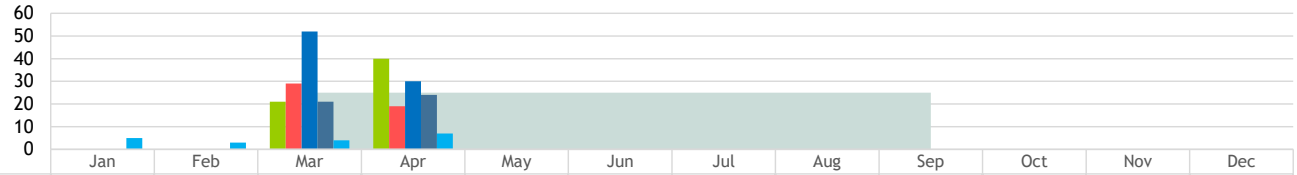
Clive Fire Department
Inspection/Prevention Monthly Report
April 2026







Inspections by Shift



	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Monthly Goal			25	25	25	25	25	25	25			
32-A	0	0	21	40								
32-B	0	0	29	19								
32-C	0	0	52	30								
43	0	0	21	24								
Fire Prev	5	3	4	7								

Re-Inspections by Shift



	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
32-A	0	0	0	1								
32-B	0	0	0	1								
32-C	0	0	1	0								
43	0	0	0	4								
Fire Prev	0	1	0	1								

Public Relations



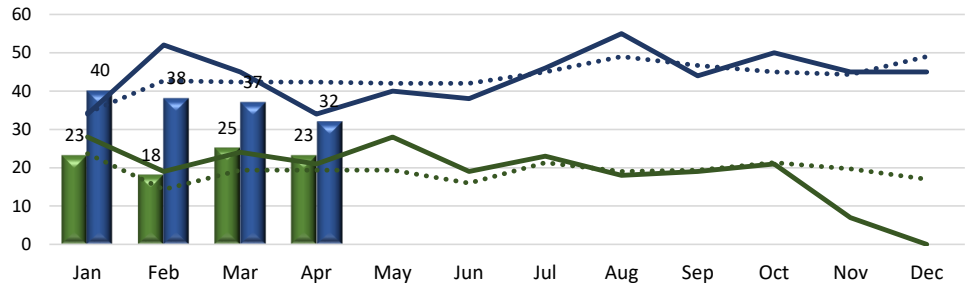
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Mobile Food Vendor Inspections	0	0	3									
Child Safety Seat Installations/Checks	3	1	4									

Clive Fire Department
Shared Services Report
April 2026

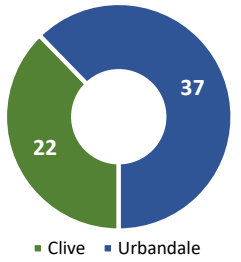
Urbandale - Station 43

Station 43 Became Operational March 10, 2020

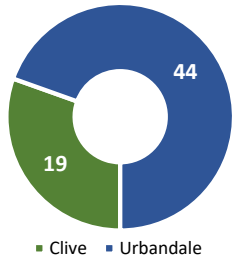
Ambulance



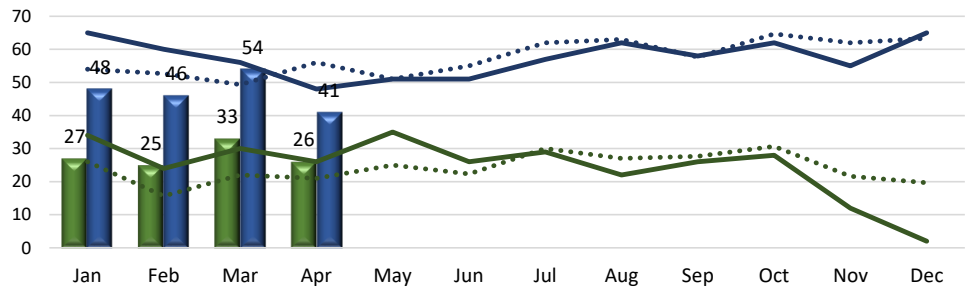
Year to Date Monthly Average



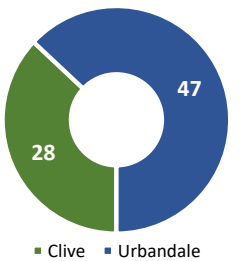
Prior 3-Year Monthly Average



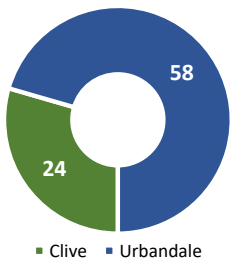
Engine



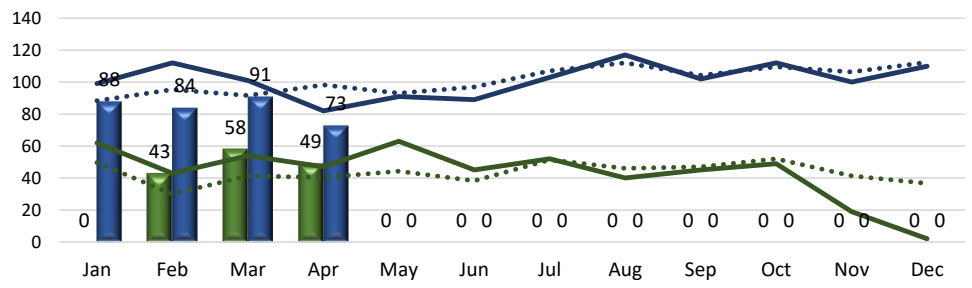
Year to Date Monthly Average



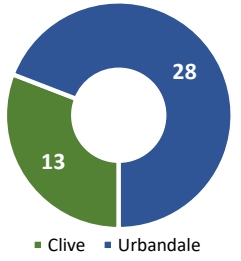
Prior 3-Year Monthly Average



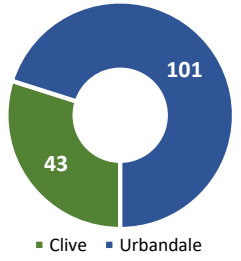
Total (Ambulance & Engine)



Year to Date Monthly Average



Prior 3-Year Monthly Average

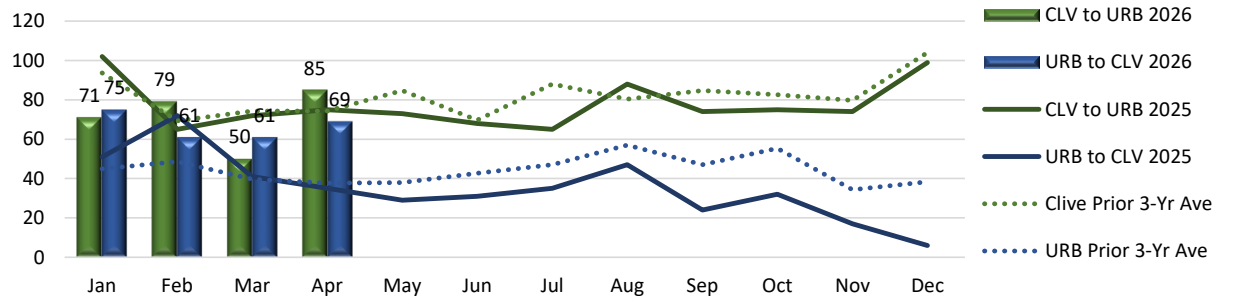


Clive Fire Department
Shared Services Report
April 2026

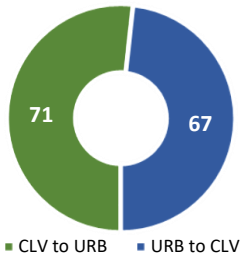
Clive / Urbandale - Closest Unit Response

Does Not Include Station 43

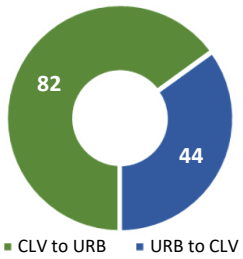
Ambulance



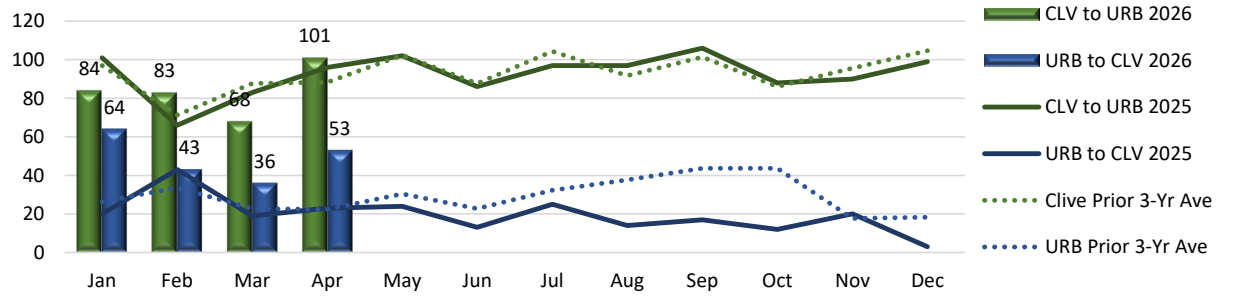
Year to Date Monthly Average



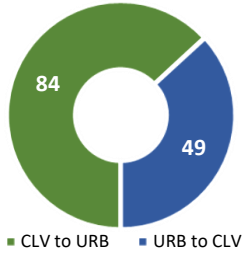
Prior 3-Year Monthly Average



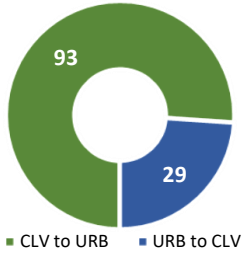
Engine



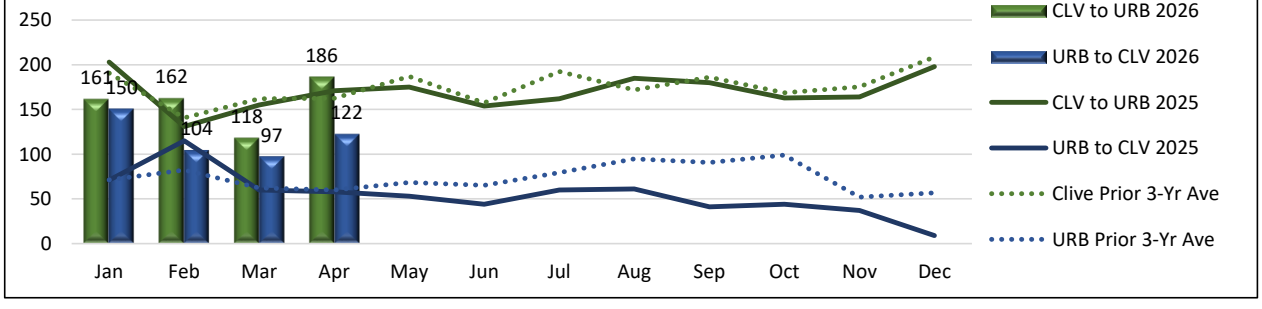
Year to Date Monthly Average



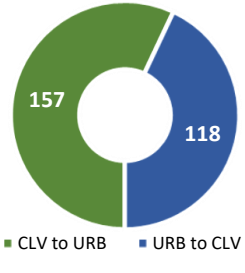
Prior 3-Year Monthly Average



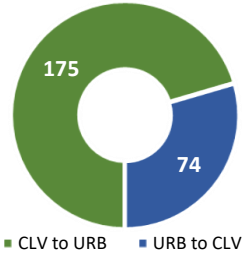
Total (Ambulance & Engine)



Year to Date Monthly Average



Prior 3-Year Monthly Average

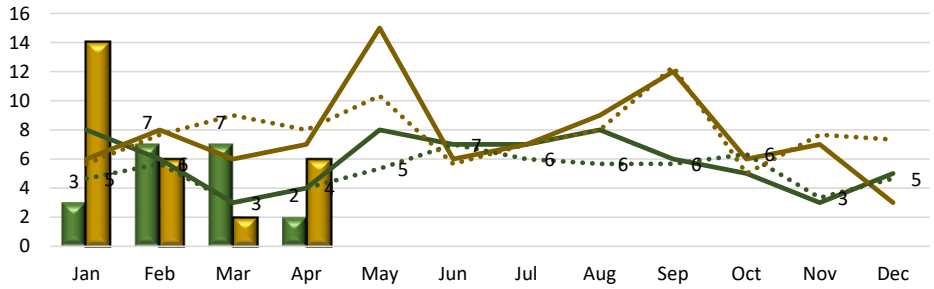


Clive Fire Department
Shared Services Report
April 2026

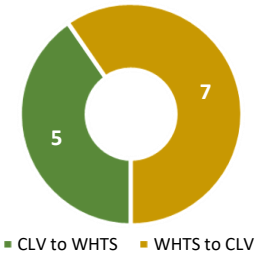
Clive / Windsor Heights - Closest Unit Response

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

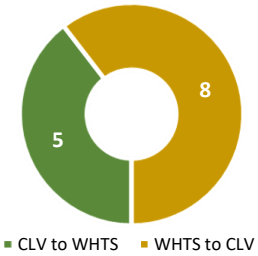
Ambulance



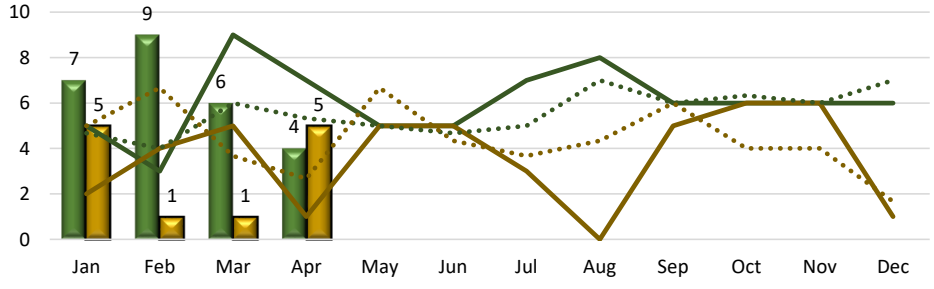
Year to Date Monthly Average



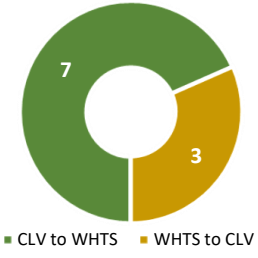
Prior 3-Year Monthly Average



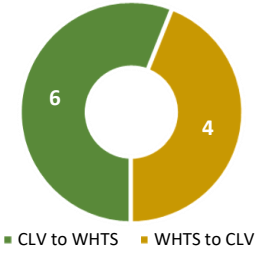
Engine



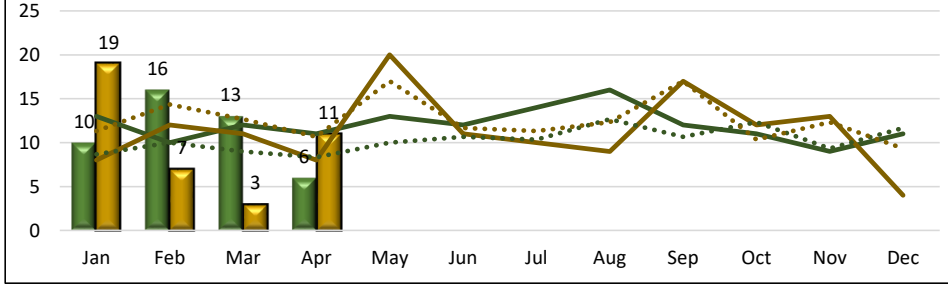
Year to Date Monthly Average



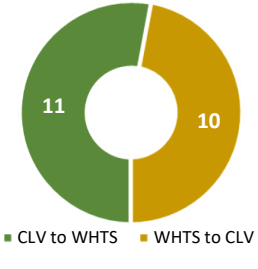
Prior 3-Year Monthly Average



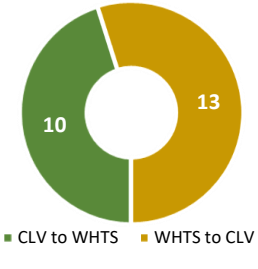
Total (Ambulance & Engine)



Year to Date Monthly Average

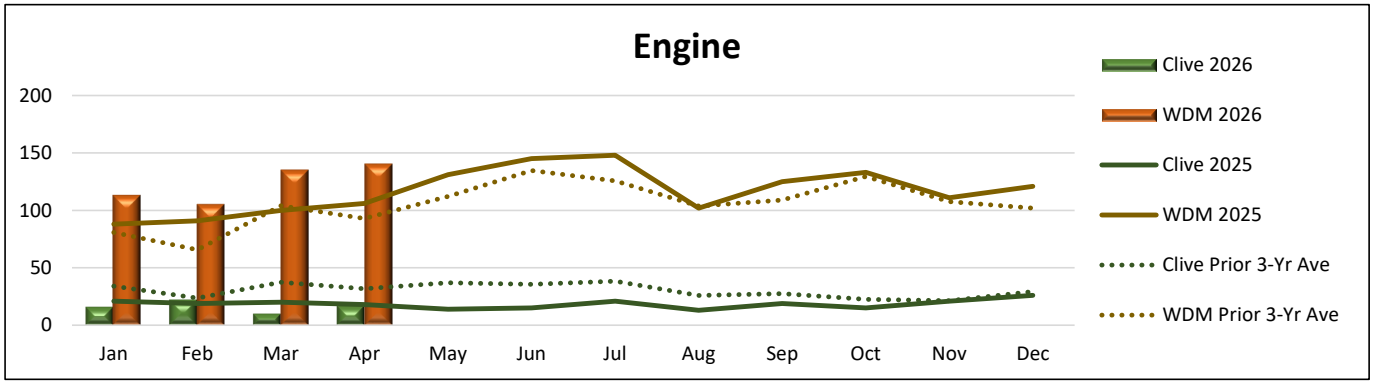


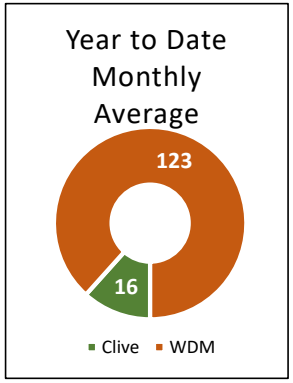
Prior 3-Year Monthly Average

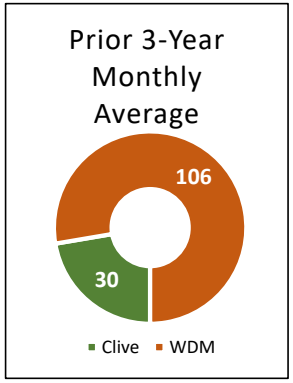


Clive Fire Department
Shared Services Report
April 2026

West Des Moines - Station 22

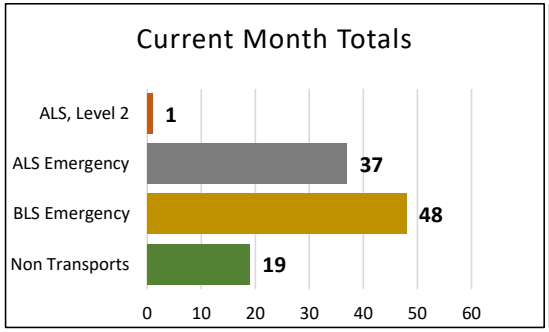


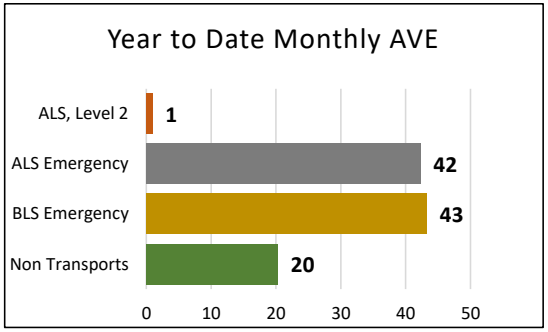


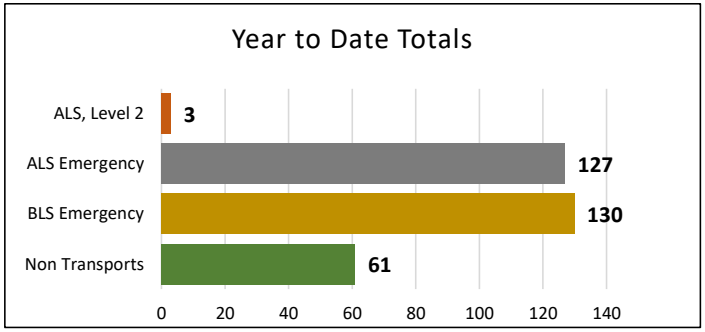


Clive Fire Department
EMS Billing Report
March
2026

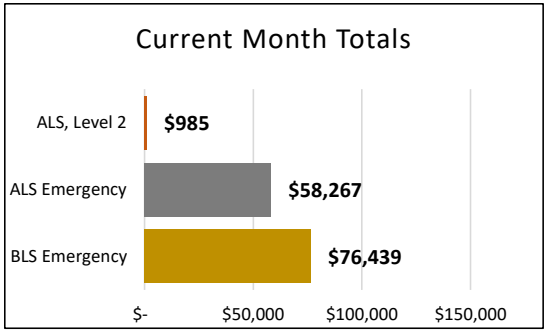
LEVEL OF CARE TRIPS

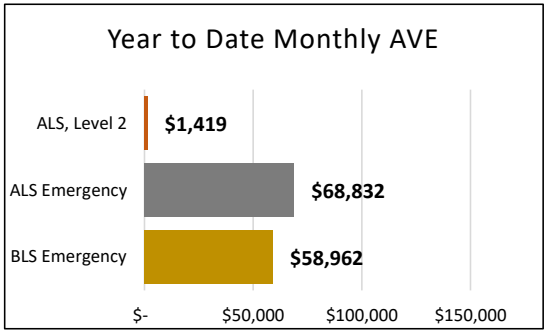


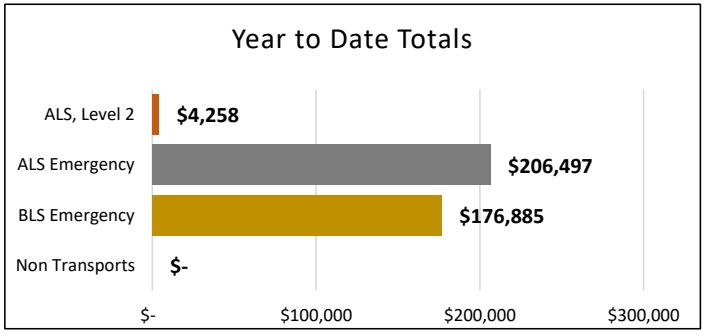




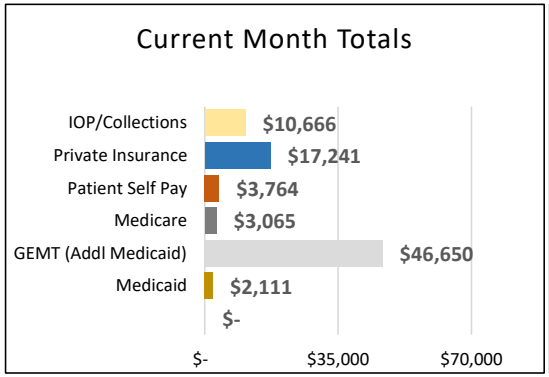
LEVEL OF CARE GROSS CHARGES

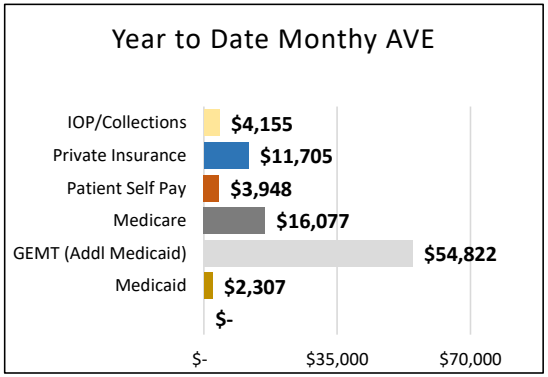


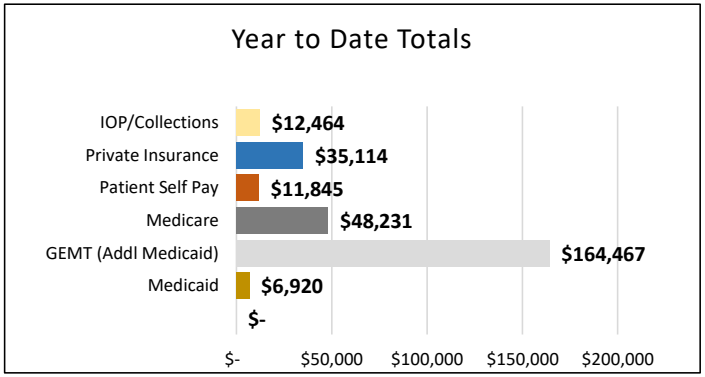




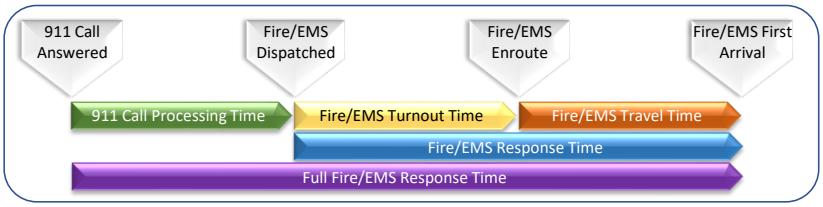
PAYOR BY $ PAYMENTS





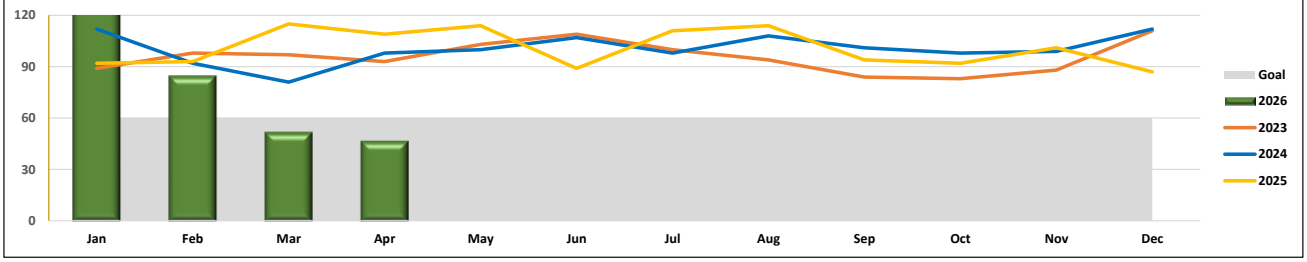


Clive Fire Department
Standard of Cover Performance Report
Performance Area: City of Clive
April 2026



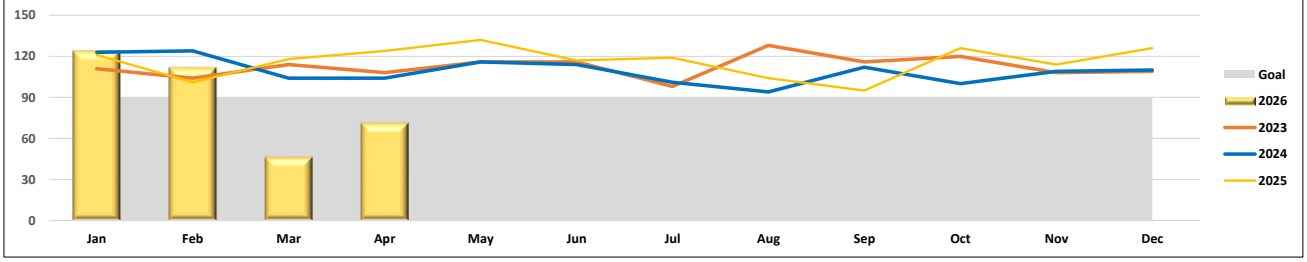
911 Call Processing Time

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



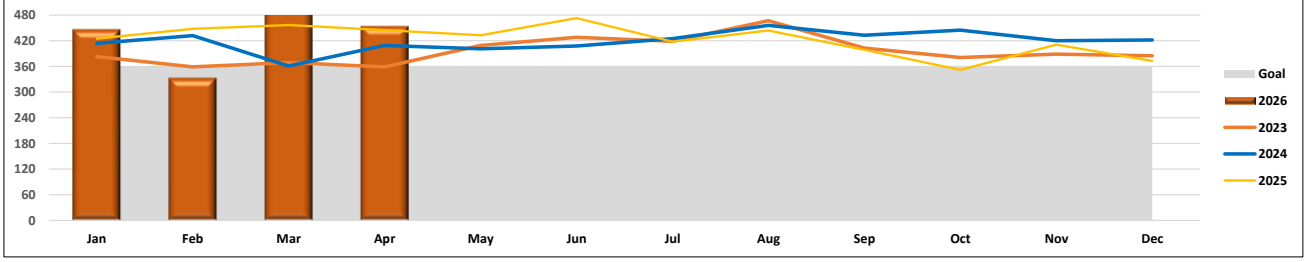
Turnout Time

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



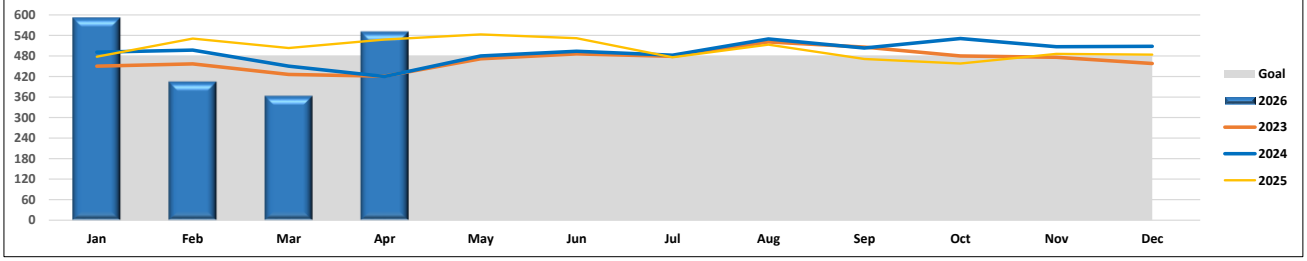
Travel Time

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



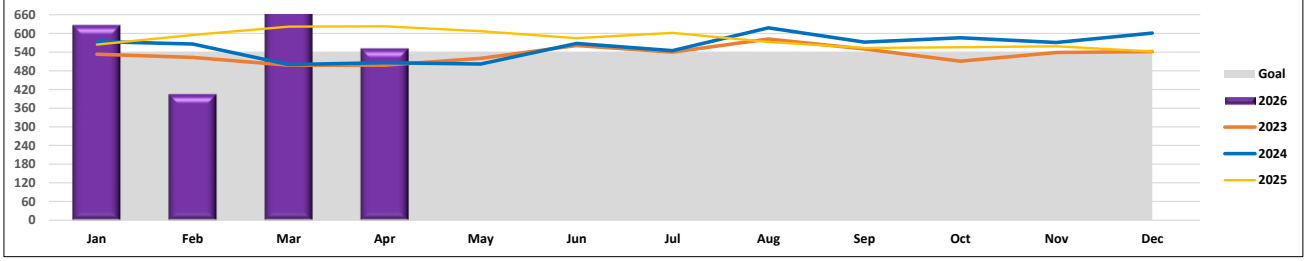
Response Time

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: May 28, 2026
RE: Leisure Services Report - April 2026

SYNOPSIS:
Please find attached the Leisure Services Report for April 2026

Attachments:
1. Leisure Services Council Report April 2026

Leisure Services Department

April 2026



Clive Trash Bash

Clive's annual Trash Bash was held on Earth Day, Wednesday, April 22. This year's turnout was large with 89 volunteers spread over 9 locations to help clean up the Greenbelt Park and Trail. Special attention was paid to the area behind the Menards and Love's truck stop in anticipation of the underpass reopening in June. The event helps keep Clive looking its best and fosters connection of participants to the green spaces they enjoy.

Country Club Glen Park Adoption

County Club Glen Park was recently adopted by a Clive citizen named Marilee. It is her goal to perform random acts of kindness in and the City. To help her complete this goal she joined Parks employees in donating and planting a tree at Country Club Glen. Thank you to Marilee and her dedication to making Clive a wonderful place to live and visit!

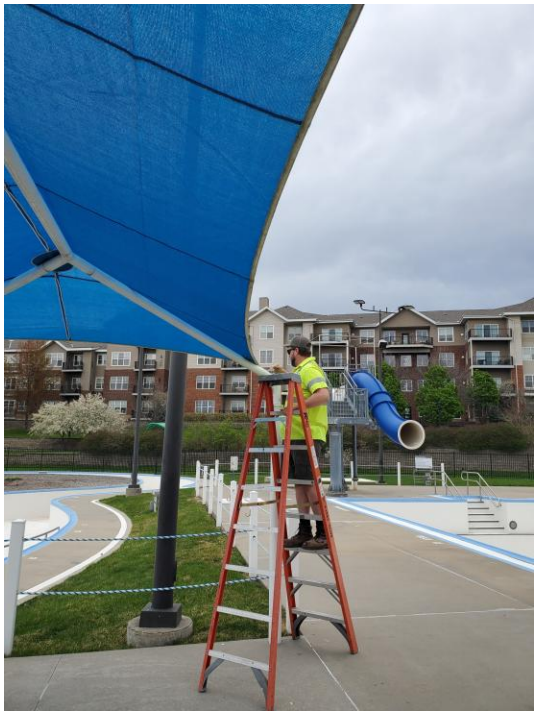


Fiber Arts Group

The Fiber Arts Group was formed in 2019 and is an open group of artisans that meets on the third Saturday of each month to explore a wide range of fiber and fiber-like materials. Examples include three-dimensional fiber work, thread painting, botanical printing, natural dyeing, weaving, and more. At the April session, artist Kathryn Roe presented a program focused on basic design elements through charcoal drawing techniques. Participants drew an apple using charcoal pencils while exploring concepts like light and shadow, proportion, and composition, fundamental skills applicable to drawing, fiber arts, and other visual media.

Mah Jongg

Clive Public Library continues to offer regular Mah Jongg open play sessions for experienced players. This program is designed for beginning and intermediate Mah Jongg enthusiasts who already know how to play the game and are looking for a consistent opportunity to practice and socialize. Open play sessions are held: Monday mornings from 10:00 a.m. to 12:00 p.m. and Thursday afternoons from 1:30 p.m. to 3:30 p.m. All offerings are well attended. This program supports social connection, lifelong learning, and recreational engagement for adults, and has become a valued offering for patrons seeking regular group activities at the library.



Facilities

The Parks Maintenance Facilities team opened the Park shelters restrooms for the season the week of April 13th at Porter Greenbelt, Campbell Park, Wildwood, Lions, Stonegate, and Country Club Glen. This process consisted of reinstalling water meters and backflows, reinstalling plumbing for toilets, sinks and a deep cleaning. City-wide drinking fountains were also turned on along the bike trail at 86th Street, Woodlands Pkwy. and Canary Park. Staff continues to prepare the Aquatic Center for the 2026 season for its May 23 opening, consisting of reinstalling of plumbing, performing maintenance, filling the pool, and chemical balancing.



Grounds

Our Arbor Day tree planting was held on Friday, April 24 with a small group of volunteers alongside staff planting 28 native trees and 15 native shrubs along the Greenbelt Trail east of 86th Street.
Tree species planted included, American Sycamore, Sweetgum, Tulip Tree, State Street Maple, Eastern Redbud, Red Oak, And Chinkapin Oak. Areas of the Greenbelt Landing areas were also graded out, and staff is ready to start planting trees. These tree plantings will continue following behind the contractor as they continue to set final grade.

Natural Resources

During the month of April, the natural resource team began spring foliar treatments of invasive species. The two largest targeted species were Honeysuckle and Canadian Thistle throughout the City's green spaces, the Greenbelt Restoration Phase 1 & 2 areas, and the Little Walnut Creek Restoration project area. Chemical applications within the Clive's ponds were also completed, with the target species are filamentous and planktonic algae, as well as various species of pondweed.

Volunteers

Recreation hosted 8 volunteers for goats in the month of April and 89 volunteers for Trash Bash for a total of 186 volunteer hours. The library had 10 volunteers at the main branch for a total of 17.75 volunteer hours. There were 2 volunteers for the Parks division in April for a total of 6 volunteer hours.

LEISURE SERVICES PRIORITIES

Action:
Harbach Center: Vision Concept and Operations
Partnership with West Des Moines
Update Report on Experiences and Building Conditions

Key Issues	Activities/Milestones	Time
Success will be to define how we measure success and determine a vision for the programming versus the building need itself	**A. Building Conditions and Facility Usage Report**	1. Have Parks/Facilities Team develops report on status on mechanical components at the Harbach Center **January 2026**
Costs for renovation of existing facility		
What is needed in the neighborhood?		2. Develop report on facility usage over the past two years **January 2026**
Private investment in current facility if remodeled?		
Ongoing staff costs for a remodeled facility		
Role of Crestview School of Inquiry in some of these activities	**B. Partnership with West Des Moines School District**	1. Develop better working relationship with local school staff and explore opportunities **Ongoing**
Data collection on uses/users, especially unique users		
If we don't have a cheap space to do it, would we still want to do it?		2. Back to School Bash at Harbach Center **August 2026**
Are we financially all in for this in the long term? If we are not willing to go all in, then it does not make much sense to do the visioning process		
What is the data that council needs to make that decision?	**C. Harbach Center Future Vision**	1. Draft measures for success and Define space needs for success **January 2026**
How do we define the value of having a branch library?		
How should we measure success?		2. BUDGET WORKSHOP: Presentation proposed measures for success and overview of what it would take to financially go "All In" **February 2026**
Link to Future Development Project		3. Develop next steps depending on the outcome of the Council discussion **March 2026**

Responsibility: Leisure Services

Action:
Linnan Park: Construction Complete
Neighborhood Engagement
Ribbon Cutting

Key Issues	Activities/Milestones	Time
Success will be construction is completed; the public can use the park and a ribbon cutting event will be held.	1. Complete Harbach Center Mural	November 2025
Tight change order budget for project unknowns that may come up during construction	2 Complete Construction	June 2026
Construction got a late start due to rainy July	3. Conduct Ribbon Cutting Celebration with defined engagement strategy	July 2026
Public Art Mural on Harbach Center	4. Develop programming plan for new	July 2026
Public engagement with mural painting	5. Conduct Back to School Bash	August 2026
Making sure the surrounding neighborhood knows these improvements are for the entire neighborhood, not just the multi-family properties	6. Presentation: Linnan Park Programming Plan discussion and feedback	August 2026

Responsibility: Leisure Services

Action:
Clive West Des Moines Schools Collaboration
Indian Hills Greenspace Redevelopment/Master Plan

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	November 2025
Is this dependent on a WDSM schools bond issue passing?	2. Develop working team with West Des Moines Schools and City of Clive	December 2025
Neighborhood needs		

School district needs	3. Develop scope of services and budget proposal for master planning effort	December 2025
Public engagement		
Agreement needed to allow public use and shared maintenance	4. BUDGET WORKSHOP: Master Planning Proposal/Cost Sharing	February 2026
Funding for master plan		
Funding for construction	5. Develop and distribute RFP for master planning effort	February 2026
School district bond referendum		
No playground in this neighborhood	6. DECISION: Budget FY 26/27	April 2026
Define service area for this park/school space		
Traffic and parking issues resolution	7. Master Planning efforts begin with initial neighborhood/public engagement	May 2026
Responsibility: Leisure Services		

Action:

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

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	October 2025
Wide variety of encroachments	2. Gather data regarding the full extent of the encroachment issues citywide	December 2025
Private use of publicly owned land	3. Analyze and develop report regarding the extent of encroachment issues Citywide	December 2025
Understanding the level of public engagement desired during policy development	4. PRESENTATION/DIRECTION: Review draft framework, determine level of public engagement	January 2026
Enforcement tactics will have different levels depending on the policy choices made	5. Develop public engagement plan for development of policy	March 2026
	6. Develop final draft policy for review	March 2026
Long-term success with this action is no private encroachments on City property	7. Public engagement (as needed)	May 2026
	8. DECISION: Review and approval of policy	August 2026
Responsibility: Leisure Services		

Action:

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

Key Issues	Activities/Milestones	Time
Success will be the project entirely completed and 50th Clive Festival is held at the new stage	1. Complete Substantial Construction	January 2026
Completion of construction	2. Develop Programming and Operations Plan	March 2026
Programming plan development	3. PRESENTATION: Greenbelt Landing Programming and Operations Plan Discussion and Feedback	April 2026
Potential partnership with outside entities for management of the space, events and stage	4. Install Project and Donor Recognition Signage Installed	May 2026
50th Clive Festival Celebration	5. Install Public Art	May 2026
Small donor campaign goal of $100,000 to support project, wetland walkway, plaques, etc.	6. Complete All Construction	June 2026
	7. Conduct Ribbon Cutting Event	June 2026
Naming considerations of the community building? Such as Greenbelt Pavilion, Greenhouse, Landing Hall, Creekside Pavilion, The Canopy, Oxbow Pavilion, Creekside Hall, Etc.	8. Have 50th Clive Festival held at Greenbelt Landing	July 2026
	9. Complete Small Donor Campaign	December 2026
Responsibility: Leisure Services		

Memo

TO: Mayor and Council members
FROM: Mark Rehberg, Captain / Operations Commander
DATE: May 28, 2026
RE: Police Department Monthly Report - April 2026

SYNOPSIS:
Monthly report of police activity for April 2026.

Attachments:
1. April 26



Clive Police Department
Monthly Report
April 2026

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Calls For Service/Crash Data 6

Special Unit Activity/CIT 6

Group A Offences/ Clearance Rates 7

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Highlights and Outreach 9

Employee Spotlight 12

On the cover: KCCI's Jodi Long spent several hours with Sergeant Kempnich and Dutch for a story she ran in April on the Clive PDs K9 program and potential for expansion. For more info on the stroy, see page 11.

Mission, Vision & Values

Mission

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

Vision Statement

The 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

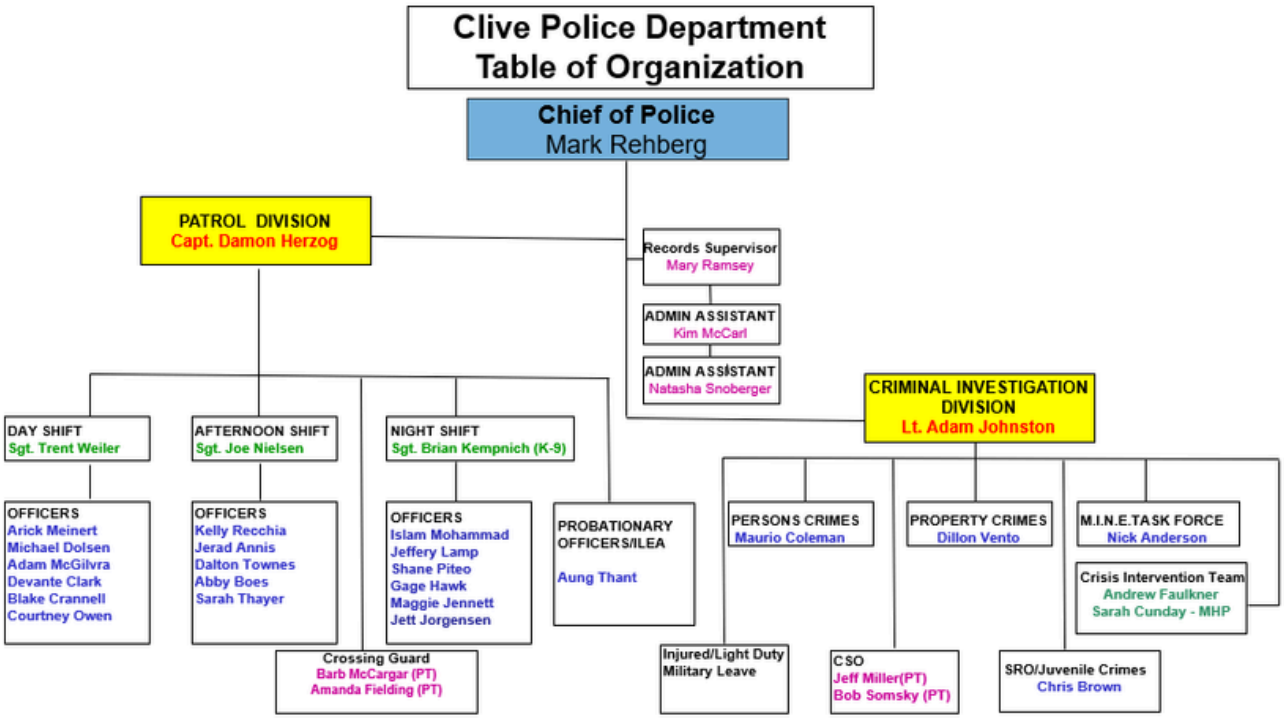
Committed - Striving for accountability, effectiveness, and equality.

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	28
Officers in Field Training	1
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	18	0
Detectives	3	0
School Resource Officers	1	0
Crisis Intervention	1	0
ILEA/Military/Light Duty	0	0

Strategic Planning Update - Speeding and Safety on Trails.

Through collaboration and communication among metro communities, the Polk County Law Enforcement Executive Association (PLEXA), the Des Moines Bicycle Coalition, and Metro Advisory Council (MAC), we have been engaged in ongoing dialogue to identify solutions that address scooter safety while balancing the needs of cyclists who already utilize our trails.

For Clive, an update to the existing bicycle ordinance was long overdue and has been incoorporated into this project. It addresses new technology and modes of travel not considered in the past. It also takes into account a regional approach to creating common, consistent rules with our neighboring communities and the metro in general.

Ankeny and Waukee are moving forward with us, with plans to update their ordinances and West Des Moines will soon be joining with a proposal for council consideration.

2025-2026 Strategic Planning

ELECTRIC VEHICLES/TRAIL SAFETY AND ETIQUETTE - REVISE ORDINANCE	
Key Issues	**Completion Date**
Lower speed on trails/increase safety and ettiquette	Done
Educate on use of electric vehicles in parks/trails	In-Progress
Address electric vehicles on public roadways	Done
Reduce injury to users	In-Progress
Regional solution to issue	Done
Enforcement	Jul-27
Milestones	**Completion Date**
Identify specific complaints/Incidents/Reports	Done
Identify other municipalities and actions taken	Done
Establish working group of stakeholders	Done
Find Options	Done
Progress/Discussion: Report to council	Done
Street v. Trails	Done
Speed and Motor size/ Definitions	Done
CC: Decision: Ordinance (if any)	May-26
Success	**Completion Date**
Develop Regional solution via MPO or MAC	Done
Enforcement plans/policies metrowide	Done
Community acceptance of strategy	Jun-26

4/10/2026

Calls for Service and Dispatch Area

Dispatch Incident Distribution					
	April		YTD		
Agency	2025	2026	2025	2026	%
Calls for Service	1248	1371	4853	5452	12%
Incident reports	151	151	609	581	-5%
Adult Arrests (On view)	34	40	176	160	-9%
Juvenile Arrests (On view)	3	0	7	2	-72%
Traffic Citations/Warnings	317	296	1122	1021	-9%

Crash Data

Motor Vehicle Crash (MVC)					
	April		YTD		
Crash Type	2025	2026	2025	2026	% Change
Fatal	0	0	0	0	0%
Injury	5	4	19	19	0%
Property Damage	51	39	171	143	-16%
Total	56	43	190	162	-15%

Crisis Intervention Team

Crisis Intervention Team (CIT)				
	April		YTD	
Response Type	2025	2026	2025	2026
Mental Health/ DV Related	23	21	79	79
Diversion/Referral	8	8	30	32
Clive Behavioral	1	8	19	23
Ed Thomas Notification	0	0	3	0
Total	32	37	131	134
Total minutes per call	--	58.24	--	48.97

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	April		YTD		
	2025	2026	2025	2026	% Change
Crimes v. Persons	8	13	49	42	-14%
Crimes v. Property	20	11	103	71	-31%
Crimes v Society	9	19	61	73	19%
Total “A” Offences	37	49	213	186	-13%
Hate Crimes	0	0	0	0	0
LEOKA	0	3	0	5	500%
Clearance Rate (by month)	51.9%	65.1%	--	--	--

K9 Deployments and Activity

K9 Deployments				
Deployment Purpose	April		YTD	
	2025	2026	2025	2026
Narcotics Search	21	23	83	99
Tracking	2	0	12	9
Total Deployments	23	23	95	108

Evidence Located			
Drug Type/Quantity	April 2026		
Methamphetamine	3,340 g		
Marijuana	5,678 g		
THC	1,464 g		
Psilocybin Mushrooms	3 g		
Pills	3 DU		

Asset Forfeiture

Asset forfeiture is a powerful tool used by law enforcement agencies, including the Clive PD and the Mid Iowa Narcotics Enforcement (MINE) Task Force, against criminals and criminal organizations to deprive them of their ill-gotten gains through seizure of these assets.
There are three types of forfeiture:

- ***Criminal Forfeiture:*** *Criminal forfeiture is brought as part of a criminal prosecution of a defendant. It is an in personam* ***(against the person)****.*
- ***Civil Judicial Forfeiture:*** *Civil judicial forfeiture is a judicial process that does not require a criminal conviction and is a legal tool that allows law enforcement to seize property that is involved in a crime. Referred to as an in rem* ***(against the property)*** *action.*
- ***Administrative Forfeiture:*** *Most federal forfeiture cases are uncontested even if there is a related criminal case. Administrative forfeiture occurs when property that facilitated criminal activity or represents criminal proceeds is seized but no one files a claim to contest the seizure.*

The Clive Police recently used forfeited funds for the replacement of a specialized forensic's Computer used in Cyber Investigations. AKA: FRED.

Highlights & Outreach

Eyes of a Hawk leads to arrest of a jail bird....

April 13th - After witnessing a traffic violation, Officer Hawk initiated a white Ford Ranger pickup. The driver, Tami Fowler, was found to have an arrest warrant out of Dallas County. After placing Fowler under arrest on her warrant Officer Hawk requested a K9. Upon arriving Dutch conducted a free air sniff around the vehicle. After alerting to the odor of narcotics in the the vehicle, Officer Hawk conducted a probable cause search and found 22 grams of methamphetamine. Fowler faced additional charges of possession with intent, Drug tax stamp, and drug paraphernalia. Fowler was transported to the Polk County Jail.

Traffic Stop Leads to Foot Pursuit and Drug Arrest



BWC image from Officer Piteo's body camera.

April 18th - Following a traffic stop for a headlight that was out, officer Lamp and Piteo were speaking to a driver, and when he was asked to step out of the vehicle, the driver, Joshua Davidson, took off running. As he ran, Davidson threw an object he had hidden on his person. Officers Lamp and Piteo were able to catch Davidson and take him into custody. The discarded object, a white sock, was located by officer Piteo and inside he located a baggie with methamphetamine, a glass pipe and a cylinder with Methylphenidate, a central nervous system stimulant primarily prescribed to treat Attention-Deficit/Hyperactivity Disorder (ADHD) and narcolepsy. Davidson was transported to the Polk County Jail on drug charges.

Male Armed with Saw Attacks Officers on Greenbelt Trail

April 5th - Officer Mohammad was dispatched on a welfare check at the Greenbelt Landing on a homeless male who was uncooperative and trespassing in the construction area. Officer Mohammad advised that the male was armed with a saw. Officer Townes arrived to assist. Officer Townes provided commands for the male to drop the saw, but the male did not comply. Officer Townes was forced to use his Taser on the male and he was taken into custody. He was identified as Zachary Gogerty, and was charged with assault on person with certain occupations, trespass and interference with official acts. Five officers would ultimatley respond to the scene. None of them were injured.

An arrest is not an indication of guilt. All suspects are presumed innocent until proven guilty in a court of law.

Another Headlight, Another Arrest

April 3rd - On April 3rd Officer Townes conducted a traffic stop in the 1600 block of NW 114th Street on a headlight violation. The driver, Rusty Throckmorton, was very nervous at the traffic stop. Officer Townes asked Sgt. Kempnich and his partner Dutch to come do a K9 sniff on the vehicle. Dutch alerted to the odor of narcotics coming from the vehicle. Following a search, Throckmorton was taken into custody for possession of a controlled substance 3rd Offense, failure to affix a drug tax stamp, possession of drug paraphernalia, and the broken headlight. He was transported to the Polk County Jail.

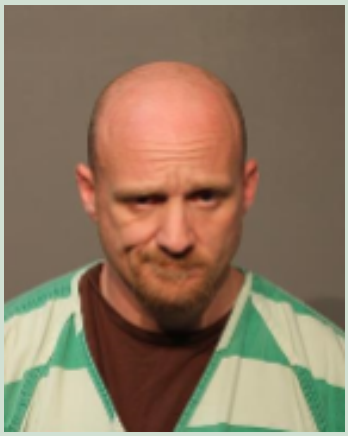


Photo Credit: Polk County Jail

Uber driver needs a LYFT



An unknown Uber driver, disregarded the road closed signs on Alice's Road and decided to off road it in the mud. He didn't make it far and ended up needing a LYFT himself. Rather than staying with the car, he fled the scene before officers could speak to him. At last check, he was still unidentified.

Car-B-Q on the Interstate

April 15th - officers were dispatched to the 1700 blk I-80 eastbound on a vehicle fire. A truck was traveling eastbound when traffic started to slow and the driver jackknifed the truck and trailer crashing into the center median. The trailer had four other vehicles on it. The driver escaped from the truck before it became fully engulfed and ultimately destroyed by fire.



An arrest is not an indication of guilt. All suspects are presumed innocent until proven guilty in a court of law.

Faulkner Presented with Award from Iowa Attorney General Brenna Bird

April 9th - Officer Andrew Faulkner was presented with a Consumer Protection Hero Award by Iowa Attorney General Brenna Bird. In 2025, he had investigated a fraud where a victim was caught in a bitcoin scam. He was able to intervene and prevent further victimization and loss to the victim and provide some measure of closure for them. This is important recognition, not only for the actions of Officer Faulkner, but it reflects the commitment of every officer of the Clive Police Department.



Pictured with Officer Faulkner is AG Bird (L) and AG Investigator Al Perales (R).

Photo Credit: Iowa AGs Office / Facebook

Dutch - One of the Metros Most Wanted

April 29th - KCCI's Jodi Long came to ride with Dutch and put him through his paces to give the metro an idea of what the life of a police K9 is all about. As we navigate through his replacement and investigate what a two team program could look like, we appreciate KCCI and Jodi for featuring Brian and Dutch in a positive light for their viewers.



Check the link to view the story; https://www.facebook.com/reel/968616845708765

An arrest is not an indication of guilt. All suspects are presumed innocent until proven guilty in a court of law.

Employee Spotlight



Officer Islam Mohammad

Officer Islam Mohammad graduated from Roosevelt High School, and actually grew up in Clive after immigrating to the United States with his family from Jalalabad, Afghanistan. He began employment as a Clive Police Officer in November of 2023 after a short stint with the Polk County Sheriff's Office where he served as a Detention Officer. In his time as a Clive Police Officer, Islam has been able to adapt to our methods of policing, and has taken a leading role in our Community Policing efforts. He is active with the school district and is often seen playing soccer with the children at Crestview School. Islam is bilingual, and has been able to use that skill to further engage with the Islamic community in the metro. His ability to bridge that gap between police and a community that may not have as much trust in law enforcement, has truly been beneficial not only to Clive, but the greater Des Moines metro area. Officer Mohammad is currently assigned to the afternoon patrol watch. He is the recipient of the 2024 Elks Law Enforcement Professional of the Year award.

Memo

TO: Mayor and Council members
FROM: Tieryn Potratz, Administrative Assistant
DATE: May 28, 2026
RE: Public Works Report - April 2026

SYNOPSIS:
Public Works Report - April 2026

Attachments:
1. April 2026 Monthly Report

Clive Public Works April 2026 Monthly Report

April Events

- **April 1—** Department wide training on hearing conservation and nano trainings on hydrant flushing and operating a forklift.
- **April 6—** Tree sale opens.
- **April 6-7—** AWWA short course where Jerry Freestone, Kurt Farlow, John Goeller and Josh Tatman attended.
- **April 8—** LTAP flagger training and nano patching training.
- **April 14—** ISWEP Webinar—Municipal Cost Share Program: Lessons Learned. Attending Rai Tokuhisa.
- **April 22-23—** IStorm 2026 in Cedar Falls, Tokuhisa presenting on changes to PCSWMM.

Right of Way Permits for April 2026

Permit type	Number issued
MRW	9
MRW - Cable drop	45
Fiber	2

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: 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 was 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.

Phase 1A

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 intersection of Horizon opened on 11/7/25. The remainder of Alices Road opened to thru traffic on the Wednesday before Thanksgiving. The contractor did not finish the project in 2025. The roundabout at Boston and the remainder of Phase 1A will be completed in 2026. The contractor is working on hydrant extensions for the Waukee hydrants. **The contractor closed Alice's Road on March 24, 2026 to resume work on Phase 1A and is now paving the Boston Parkway Roundabout**

Phase 1B

Bids for Phase 1B were received on February 5, 2026 and the project was awarded to Mainline Construction, **in the amount of $2,611,078.91**, at the February 12, 2026 Council Meeting. The preconstruction meeting for this project is scheduled for March 30th. **The contractor closed Alice's Road, except for local traffic, to start work on Phase 1B on April 15, 2026.**

Phase 4

A project update was provided to Council at the March 23rd, 2026 Council meeting and a Professional Services Agreement (PSA) for Phase 4 final design, in the amount of $447,500 was approved at the same meeting.

Funding Information

Waukee submitted STBG grant requests for this project and received $1.35M that was originally awarded to Phase 1 (1A & 1B). Clive submitted an STBG grant and received $500,000 for Phase 3 of the project. All Federal funding has been moved into Phase 4 to minimize costs associated with the use of federal funds. In addition Clive worked with Waukee to apply for a CPF grant that was originally requested by Waukee but moved to a Clive request with the moving of all Federal funding to Phase 4.

Project Funding (NOTE: All funding has been moved to Phase 4)

Phase 1 (Horizon to Douglas)	2022 STBG (FY26)	$ 750,000	(50% Clive/50% Waukee Split)
Phase 1 (Horizon to Douglas)	2023 STBG (FY27)	$ 600,000	(50% Clive/50% Waukee Split)
Phase 3 (Douglas to Berkshire)	2024 STBG (FY28)	$ 500,000	(100% Clive)
Phase 4 (Berkshire to Meredith)	2025 CPF (FY 26)	$1,000,000	(Split w/Waukee)
Phase 4 (Berkshire RAB)	2025 TSIP (FY 27)	$ 445,000	(Clive) (State Grant)

Current Schedule

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 was 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.

2025-26 POLICY AGENDA: 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 reviewed the report with City staff on September 25, 2025, and with Council at the November 20, 2025, workshop.

2025-26 POLICY AGENDA ACTIONS: LOW 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**.** Council accepted the Little Walnut Creek East Streambank improvements on Final acceptance of this project will be on November 13, 2025.

The East Trail project was awarded to Howrey Construction in the amount of $807,787.50 at the March 13, 2025, Council meeting. The contractor completed the trail and Council accepted the east trail improvements on January 8, 2026.

The vegetative management project that needs to be completed prior to the west streambank and west trail improvements was awarded at the January 1, 2026 Council meeting. The project is being managed by the Parks Department. The contractor is currently working on this project.
The City has stamped plans for the west stream bank improvements and the west trail. The draft prospectus for the Mitigation Banking Insturment has been accepted and Stantec is working on updating the draft banking element of the project. In addition, Stantec is working on the ecological restoration portion of the project. **The floodplain permit application for the project was submitted to the Iowa DNR on March 18th, 2026. The 401/404 permit application should be submitted to the US Army Corps of Engineers in next couple weeks.** Once the permits are approved, we will be able to go out for bids for the west streambank work.

Current Construction Schedule:	East Streambank work	Accepted at 11/13/25 Council Meeting
	East Trail reconstruction	Accepted at 1/8/26 Council Meeting
	Vegetative Management	Awarded at 1/8/26 Council Meeting
	Trail Bridge	2026
	West Streambank work	2026-27
	West Trail construction	2028

2025-26 MANAGEMENT AGENDA: 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 was 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. As of this time, the City's RAISE Grant has not been approved. The first phase of this project was let on July 16, 2024. The contractor is finishing work on Stage 1 of the project. The trial 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. The northbound on-ramp from Hickman to I35/80 was 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 ramps were re-opened in March of 2026. The contractor has completed

setting girders which required the closing of Hickman. The DOT has stated there will be some lane closures on Hickman for work on the bridges, but no more full closures. The contractor is now working on Phase 2.

2025-26 MANAGEMENT AGENDA: 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:

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 completed review of the 90% plans for Phase 1, from west of I35/80 to the west/northwest. The Consultant has completed the private easement acquisitions for Phase 1. The City approved the easement acquisitions the WRA needed from the City at the August 28, 2025, Council meeting. Phase 1 was let on November 18, 2025 and was awarded to Langman Construction. **Langman has completed the clearing and grubbing in Clive and the bore under NW 128th Street. Langman is currently installing pipe between the trail and NW 128th. The current schedule is for the Contractor to complete Stage 1(to NW 128th) by July 1 and to get the northside of Hickman by mid-August.**

Staff reached an agreement on the payment for trees and the City will receive $165,746. Now that clearing and grubbing has been completed**,** Staff has submitted a letter requesting payment for the trees and **the City has received the payment.**

The 90% plans for Phase 2 were received, and staff will meet on May 26, 2026 to discuss the plans prior to submitting comments. The Phase 2 letting is planned for late 2026.

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. An estimate for the work was included in the proposed 2025 CIP.

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. Staff has started collecting

data**. With another mild winter, the opportunity to collect data was limited. Staff will compile and review the date we have.**

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.

2024-25 MANAGEMENT IN PROGESS

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.

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. **The policy has been finalized and approved.**

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. The Water Resource Engineer has submitted a draft report and staff is reviewing the report.**T**

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 finalizing the draft report.

MS4: 2025 Annual Reporting, Annual Inspection, Process Improvement (RT) – Staff has submitted the 2025 report.

Development Infrastructure Polices/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. This is planned for the summer of 2026.

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

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. Staff is working on the plans and specifications for this project.

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. **This project has been completed. All City owned street lights are now 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. The contractor completed the work and Council accepted the improvements on January 8, 2026.

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. The contractor has completed the work and final closeout remains.

(B) Arterial PCC Patching – This project was be 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 work on this project. The contractor completed the work and Council accepted the improvements on December 12, 2025.

2026 Annual Pavement Rehabilitation Projects (JH/JC) – **(A) Residential PCC Patching** – The 2026 project targets the area east of NW 156th and north of Hickman. Bids were received on February 5, 2026 and the Project was awarded to The Concrete Company, in the amount of $479,333.50, at the February 12, 2026 Council Meeting. **(B) Arterial PCC Patching –** The 2026 project will target University between NW 128th and Lake Pointe and Swanson Boulevard. The City received bids for the project on March 5, 2026 and the project was awarded to I-80 Concrete, in the amount of 439,150.00, at the March 12, 2026 Council Meeting. **(C) Asphalt Overlay** – The 2026 project will target the Country Club West area. Bids were received on February 5, 2026 and the Project was awarded to Des Moines Asphalt, in the amount of $902,983.28, at the February 12, 2026 Council Meeting**. The contractor plans on starting in July.**

Emerald Isle Drive Reconstruction (JH/JC) – The developer plans to complete the sanitary sewer connection for the car wash this year. Emerald Isle has been opened to traffic. The City accepted the improvements at the November 13, 2025 Council meeting.

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. Staff is completing a review of Accujet's work and is finalizing the identification of the deficiencies. Staff is also working with the City's legal staff to call the bond on the project to have the work completed. In addition staff has discovered some areas where the lining was installed by AccuJet is failing. **Staff has received an estimate from Hydro-Klean to address the issues and has worked with the City's attorney to submit a claim to the Bond Company.**

2025-26 Annual Sewer Lining Program (JM) – The Public Hearing was set at the October 23, 2025 City Council Meeting. Bids were received on November 18, 2025 and the project was awarded to Hydro-Klean, LLC, in the amount of $147,031.20 at the December 11, 2025, City Council meeting. The contractor has completed the cleaning work on the project. The project was accepted at the March 12, 2026 Council Meeting.

NW 114th Street Reconstruction (JH/JC) – This project included the reconstruction of NW 111th /NW 114th from where the pavement currently narrows, west and south to the Walnut Creek bridge. The reconstruction included the addition of a turning lane. Staff met with the 3 impacted businesses. Staff completed the final design for this project and bids were received on January 25, 2024. The 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 completed stage 1 and stage 2 in 2024. The delays caused by MidAmerican resulted in stage 3 being completed in the spring/summer of 2025. The contractor closed NW 114th Street on March 31st, 2025 and completed the work in July 2025. The project was accepted at the January 29, 2026 Council meeting.

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 has completed this project.

Public Works Security Camera Installation and Public Works Entrance Improvements: (JM/JS) – Public Works has finished the entrance improvements. All but one camera has been installed. The installation of the one camera is being held up by roof maintenance.

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 and the project has been accepted.

Harbach Boulevard Reconstruction Phase 2 – 82nd to 86th: Design, Construction & ROW Acquisition (JH/JC) – This project was delayed to allow coordination with the Linnan Park improvements. The conceptual design of this section of Harbach was by a consultant as part of the Linnan Park improvements design. Engineering completed the final design of the project. The Public Hearing was set at the January 29, 2026 Council meeting and bids were received on March 5, 2026. The project was awarded to Sternquist Construction, in the amount of $2,700,344.00, at the March 12, 2026 Council meeting. **The contractor has started work on the project and will be closing Harbach from NW 85th to NW 86th the week of May 26th**.

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. This project was accepted at the November 13, 2025 Council meeting.

NW 78th & NW 80th Watermain Replacement Design: (JH/JC) - Engineering has started the design on this project. The project is tentatively 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 project was accepted at the January 8, 2026 Council meeting.

NW 156th and Hickman ADA Improvements: (JH/JC) - This project is needed to bring the NW 156th Street intersection into ADA compliance. Council approved a PSA for design and construction services at the February 26, 2026, Council meeting. The kickoff meeting is scheduled for March 23, 2026 with construction planned in 2026. Snyder is working on the design.

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 has been completed. This project was accepted at the November 13, 2025 Council meeting.

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 completed 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. This project was accepted at the December 11, 2025 Council meeting.

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. Engineering has finalized the design of the project. Bids were received on March 5, 2026 and the project was awarded to Grimes Asphalt, in the amount of $222,674.00, at the March 12, 2026 Council meeting. **The contractor started placing asphalt on the north 2/3 of the parking lot on May 22, 2026.**

Little Walnut Creek Stream Bank Restoration East of Alice's Road: (RT/JS) **–** This project included the stabilization of the Little Walnut Creek streambanks, east of Alice's Road. This project was accepted at the November 13, 2025 Council meeting.

Memo

TO: Mayor and Council members
FROM: Elizabeth Hansen, Director of Administrative Services
DATE: May 28, 2026
RE: Treasurer's Report - April 2026

SYNOPSIS:
Please see the attached report.

Attachments:
1. Apr 26 Treasurer's Report

To the Mayor and City Council:

TREASURER'S MONTHLY REPORT - CITY OF CLIVE

April 30, 2026

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

CASH

FUND	Clerks' Balance Last Report	Revenue	Expenditures	Flex PR Clearing -Net Change	Clerk's Balance	Outstanding Checks	Treasurer's Balance
GENERAL	8,729,927.86	7,148,799.05	1,544,574.54	2,405.55	14,336,557.92	77,857.84	14,258,700.08
ROAD USE	2,245,079.59	213,863.72	1,157,335.98	-	1,301,607.33	894.89	1,300,712.44
LOCAL OPTION SALES TAX	2,421,726.12	376,569.58	0.00	-	2,798,295.70	-	2,798,295.70
TIF	1,674,286.82	692,879.30	0.00	-	2,367,166.12	-	2,367,166.12
POLICE K-9	4,286.37	0.00	679.94	-	3,606.43	-	3,606.43
TRUST & AGENCY	2,825,854.95	1,168,294.50	266,250.17	-	3,727,899.28	32,012.42	3,695,886.86
POLICE SEIZURES	28,726.98	0.00	356.75	-	28,370.23	-	28,370.23
DEBT SERVICE	2,241,544.74	1,219,640.14	600.00	-	3,460,584.88	-	3,460,584.88
CAPITAL PROJECTS	35,941,807.73	1,766,766.21	2,973,279.38	-	34,735,294.56	643,838.22	34,091,456.34
SPECIAL ASSESSMENT	0.00	0.00	0.00	-	0.00	-	0.00
WATER UTILITY	8,817,089.55	378,310.93	305,582.30	-	8,889,818.18	1,568.32	8,888,249.86
WATER UTILITY DEPOSIT	376,844.48	2,400.00	1,818.32	-	377,426.16	1,806.14	375,620.02
WATER IMPROVEMENT	7,988.15	0.00	0.00	-	7,988.15	-	7,988.15
SEWER UTILITY	7,093,541.37	325,572.47	222,664.11	-	7,196,449.73	182,381.50	7,014,068.23
STORM WATER	1,242,945.97	155,281.03	1,265,992.18	-	132,234.82	18,197.16	114,037.66
INTERNAL SERVICES	1,081,343.64	516,882.15	8,922.48	-	1,589,303.31	-	1,589,303.31
SUBTOTAL	**74,732,994.32**	13,965,259.08	7,748,056.15	2,405.55	**80,952,602.80**	**958,556.49**	**79,994,046.31**
PETTY CASH	700.00	0.00			700.00		700.00
TOTAL COMB CASH	**74,733,694.32**	**13,965,259.08**	**7,748,056.15**	**2,405.55**	**80,953,302.80**	**958,556.49**	**79,994,746.31**
EBS- PSF FUNDING	346,858.67	1,820,170.04	1,777,360.01	-	389,668.70	-	389,668.70
EBS- FLEX FUNDING*	89,125.93	2,383.35	4,351.48	-	87,157.80	-	87,157.80
GRAND TOTAL	75,080,552.99	15,785,429.12	9,525,416.16	2,405.55	81,342,971.50	958,556.49	80,384,415.01

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

Finance Manager

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

Director of Administrative Services/ Treasurer

CITY OF CLIVE
COMBINED CASH INVESTMENT
APRIL 30, 2026

COMBINED CASH ACCOUNTS

999-10100	CASH	80,939,701.20	
999-10101	PETTY CASH	700.00	
999-10106	EBS- PSF	389,668.70	
999-10110	XPRESS DEPOSIT ACCOUNT	12,901.60	
	TOTAL COMBINED CASH		81,342,971.50
	TOTAL ALLOCATED CASH		(81,342,971.50)
	TOTAL UNALLOCATED CASH		.00

CASH ALLOCATION RECONCILIATION

1	ALLOCATION TO GENERAL FUND		14,336,557.92
110	ALLOCATION TO ROAD USE TAX		1,301,607.33
121	ALLOCATION TO LOCAL OPTION SALES TAX		2,798,295.70
123	ALLOCATION TO TIF FUND		2,367,166.12
167	ALLOCATION TO POLICE K9	3,606.43	
168	ALLOCATION TO T & A FUND - BENEFITS & INSUR	3,665,866.07	
169	ALLOCATION TO T & A FUND - LIBRARY	32,919.90	
170	ALLOCATION TO T & A FUND - PUBLIC ART MAINT	21,102.00	
172	ALLOCATION TO PSF- EBS ACCOUNT	389,668.70	
174	ALLOCATION TO T & A FUND - PARK RESERVE	8,011.31	
	TOTAL T&A		4,121,174.41
178	ALLOCATION TO POLICE SEIZURES		28,370.23
200	ALLOCATION TO DEBT SERVICE		3,460,584.88
330	ALLOCATION TO CAP PJTS - TIF PROJECTS	18,263.39	
332	ALLOCATION TO CAP PJTS - SOIL QUALITY RES	20,524.34	
334	ALLOCATION TO CAP PJTS-TRAFFIC IMPROVE & SAF	742,293.64	
335	ALLOCATION TO CAP PJTS - SW PAY IN LIEU	183,374.42	
337	ALLOCATION TO CAP PJTS - PUBLIC SAFETY FACIL	24,839.15	
338	ALLOCATION TO CAP PJTS - PW ROOF AND DOORS	24,421.07	
339	ALLOCATION TO CAP PJTS -NW 86TH LAND ACQ	(299,355.97)	
341	ALLOCATION TO CAP PJTS - FLOOD ALERT	38,330.39	
342	ALLOCATION TO CAP PJTS - FLOOD PRONE PROPERT	2,378,650.17	
344	ALLOCATION TO CAP PJTS - 2015 CENSUS	(9,794.84)	
345	ALLOCATION TO CAP PJTS - EMERALD ISLE DEVEL	150,761.06	
346	ALLOCATION TO CAP PJTS - 2022 HMGP SUBAWARD	155,527.30	
348	ALLOCATION TO CAP PJTS - FLD BUYOUT TEMP PK	179,757.72	
349	ALLOCATION TO CAP PJTS - UNIV BLVD FLD MIT	(122,930.00)	
350	ALLOCATION TO CAP PJTS- CITY FACILITY IMPR	907,704.42	
354	ALLOCATION TO CAP PJTS -2025 FIRE ENGINE	877,665.14	
356	ALLOCATION TO CAP PJTS - WEST PET	18,618.91	
357	ALLOCATION TO CAP PJTS - WATER RESOURCE GRTS	13,518.38	
358	ALLOCATION TO CAP PJTS - TREE SALE	28,188.30	
366	ALLOCATION TO CAP PJTS-PORTER SHELTER AREA	209,588.00	
369	ALLOCATION TO CAP PJTS - CAMPBELL REC AREA	31,977.00	
371	ALLOCATION TO CAP PJTS - GRNBELT LAND ACQ	190,949.99	
372	ALLOCATION TO CAP PJTS -CANARY PARK DEVELOP	21,859.22	
374	ALLOCATION TO CAP PJTS - GREENBELT LANDING	301,793.24	
375	ALLOCATION TO CAP PJTS - GREENBELT MGMT PLAN	303,738.11	
381	ALLOCATION TO CAP PJTS -82ND ST TRL PROJ	(30,568.00)	

382	ALLOCATION TO CAP PJTS - 86TH ST IMPL PLAN	39,622.00	
384	ALLOCATION TO CAP PJTS - RIO VALLEY PARK	(267.71)	
386	ALLOCATION TO CAP PJTS - ALICES RD PARK	(24.72)	
387	ALLOCATION TO CAP PJTS - LINNAN PK	2,242,372.27	
388	ALLOCATION TO CAP PJTS - INDIAN HILLS PARK	(267.71)	
389	ALLOCATION TO CAP PJTS - LITTLE WALNUT CREEK	7,264,042.03	
390	ALLOCATION TO CAP PJTS - CIRKSENA PARK	(683.93)	
391	ALLOCATION TO CAP PJTS - TRAIL PAVE/PARK CAP	22,638.53	
393	ALLOCATION TO CAP PJTS - WALNUT HILLS STORMW	4,844.44	
395	ALLOCATION TO CAP PJTS - HARBACH RECON	996,267.56	
396	ALLOCATION TO CAP PJTS - NW 128TH & HICKMAN	881,130.67	
427	ALLOCATION TO CAP PJTS - STORM WATER CAPITAL	721,508.99	
428	ALLOCATION TO CAP PJTS - 103RD ST STORM WAT	100,000.00	
429	ALLOCATION TO CAP PJTS - SEWER REHAB	85,720.78	
430	ALLOCATION TO CAP PJTS - METER/VALVE CHG OUT	65,186.42	
433	ALLOCATION TO CAP PJTS - SEWER CAPITAL	358,479.68	
435	ALLOCATION TO CAP PJTS - WATER CAPITAL	548,304.84	
436	ALLOCATION TO CAP PJTS - UNIV BLVD PUMP STAT	115,408.00	
440	ALLOCATION TO CAP PJTS -ALICES RD PH1 (1A)	2,861,099.44	
441	ALLOCATION TO CAP PJTS -ALICES RD PH1 (1B)	6,715,613.79	
442	ALLOCATION TO CAP PJTS -ALICES RD PHASE 2	1,359,687.75	
444	ALLOCATION TO CAP PJTS -ALICES RD PHASE 4	45,054.58	
445	ALLOCATION TO CAP PJTS -ALICES RD PHASE 5	(30,988.02)	
454	ALLOCATION TO CAP PJTS - NORTH NEIGHBOR IMPR	155,753.98	
457	ALLOCATION TO CAP PJTS - N NEIGH ARTERIAL RD	793,256.55	
462	ALLOCATION TO CAP PJTS - HICKMAN I-35/80 INT	315,607.67	
464	ALLOCATION TO CAP PJTS -ALICES RD IMPROV	3,491,404.54	
468	ALLOCATION TO CAP PJTS - N NEIGHBOR ST LIGHT	2,656.01	
471	ALLOCATION TO CAP PJTS - 111TH & HICKMAN INT	(137,703.17)	
476	ALLOCATION TO CAP PJTS - FRANCHISE ST PROJ	(743,658.68)	
482	ALLOCATION TO CAP PJTS-DEVELOPMENT PLANNING	8,289.65	
485	ALLOCATION TO CAP PJTS - PUBLIC ART CAPITAL	77,243.78	
487	ALLOCATION TO FUND 487	18,000.00	
	TOTAL PROJECTS		34,735,294.56
	TOTAL SPECIAL ASSESMENTS		.00
600	ALLOCATION TO WATER UTILITY FUND	8,889,818.18	
601	ALLOCATION TO WATER UTILITY DEPOSIT FUND	377,426.16	
604	ALLOCATION TO WATER IMPROVEMENT FUND	7,988.15	
610	ALLOCATION TO SEWER UTILITY FUND	7,196,449.73	
740	ALLOCATION TO STORM WATER FUND	132,234.82	
810	ALLOCATION TO INTERNAL SERVICE FUND	2,082,000.31	
820	ALLOCATION TO INTERNAL SERVICE FUND	(492,697.00)	
830	ALLOCATION TO PETTY CASH FUND	700.00	

TOTAL		18,193,920.35
TOTAL ESCROW ACCOUNT		.00
TOTAL ALLOCATIONS TO OTHER FUNDS		81,342,971.50
ALLOCATION FROM COMBINED CASH FUND - 999-10111		(81,342,971.50)
ZERO PROOF IF ALLOCATIONS BALANCE		.00

Memo

TO: Mayor and Council members
FROM: Matthew Graham, City Clerk
DATE: May 28, 2026
RE: Approve 05/14/2026 City Council Minutes

SYNOPSIS:

Attachments:
1. cc Minutes 05_14_2026

CLIVE CITY COUNCIL MEETING MINUTES
REGULAR MEETING
MAY 14, 2026
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 (arrived via Zoom at 6:04 p.m. during Presentation Item 1), Eric Klein, Breanne Hocker, Sadie Gasparotto. Absent: None. Public access was available in person at City Hall and electronically via Zoom. Access information was included with the posted agenda and on the City's website.

Approval of the Agenda
Eric Klein moved approval, seconded by Ted Weaver. Roll Call: Ayes: Ted Weaver, Eric Klein, Breanne Hocker, Sadie Gasparotto. Nays: None. Abstained: None. Motion carried.

Citizens Presentation
Scott Hedderich and Will Hedderich introduced themselves to the Council as the new owners of 515 Brewery.

Presentation
1. Polk County Update - Supervisor Matt McCoy.

2. Greater Des Moines Partnership Update - Tiffany Tauscheck and Stacie LoVan.

3. 2026 National Police Week Proclamation.

Consent Items
Eric Klein moved approval, seconded by Ted Weaver. Roll Call: Ayes: Ted Weaver, Susan Judkins, Eric Klein, Breanne Hocker, Sadie Gasparotto. Nays: None. Abstained: None. Motion carried. 1. City Manager Memo; 2. Approve 04/23/2026 City Council Minutes; 3. Bill List; 4. Approve Retail Tobacco Sales License Renewal Application - Casey's #2099 - 2250 Woodlands Parkway; 5. Approve Retail Tobacco Sales License Renewal Application - Casey's #2253 - 2070 NW 100th Street; 6. Approve Retail Tobacco Sales License Renewal Application - Central Iowa Vapors - 15960 Hickman Road; 7. Approve Retail Tobacco Sales License Renewal Application - Git-N-Go #43 - 11408 Forest Avenue; 8. Approve Retail Alcohol Sales License Renewal Application - Fareway - 10151 University Avenue; 9. Approve Retail Alcohol Sales License Renewal Application - Maverik - 1725 NW 86th Street; 10. Approve Retail Alcohol Sales License Renewal Application - Walgreens #07967 - 15601 Hickman Road; 11. Approve Retail Alcohol Sales License Renewal Application - Walgreens #05060 - 12753 University Avenue; 12. **Resolution 2026-117** Approving Temporary Street Closing - Block Party - Devonshire Pkwy. Between Dellwood and Maple - Friday, May 22, 2026 - 4:00 p.m. - 9:00 p.m.; 13. **Resolution 2026-118** Approving Temporary Street Closing - Block Party - The Portion of Lakeview Drive in Front of Applicant Address - Friday, May 15, 2026 - 10:00 a.m. - 2:00 p.m.; 14. **Resolution 2026-119** Approving Change Order #1 - Pearson's Dirtwork & Trucking - 2026 Flood Mitigation Demolition Project (7705 University Avenue) - $1,400.00; 15. **Resolution 2026-120** Approving Change Order #2 - Sternquist Construction - Harbach Blvd Phase 2 Reconstruction - $495.00; 16. **Resolution 2026-121** Approving Change Order #3 - Country Landscapes, Inc. - Greenbelt Landing - $28,542.59; 17. **Resolution 2026-122** Approving Change Order #11 - Keystone Construction Services - Greenbelt Landing - $30,356.51; 18. Approve Pay Request #1 - Carter Surveying and Construction Services - Little Walnut Creek Stream Stabilization East of Alice's Road - $8,840.00; 19. Approve Pay Request #1 - Pearson's Dirtwork & Trucking Inc. - 2026 Flood Mitigation Demolition Project (7705 University Avenue) - $48,735.00; 20. Approve Pay Request #2 - Mainline Construction - Alice's Road Reconstruction Phase 1B - $181,778.00; 21.

Approve Pay Request #2 - The Henley Group - Linnan Park Construction Project - $69,350.00; 22. Approve Pay Request #4 - Caliber Concrete - Linnan Park Construction Project - $5,087.25; 23. Approve Pay Request #4 - Elite Glass and Metal - City Hall Remodel Phase 2 - $35,094.52; 24. Approve Pay Request #5 - Caliber Concrete - Linnan Park Construction Project - $73,530.00; 25. Approve Pay Request #5 - Elite Fire Sprinkler - City Hall Remodel Phase 2 - $1,261.00; 26. Approve Pay Request #7 - Keystone Construction - City Hall Remodel Phase 2 - $67,984.91; 27. Approve Pay Request #8 - Absolute Group - Greenbelt Landing Construction Project - $45,356.86; 28. Approve Pay Request #8 - Burkett Construction - Linnan Park Construction Project - $77,346.39; 29. Approve Pay Request #8 - Cunningham - City Hall Remodel Phase 2 - $25,063.64; 30. Approve Pay Request #8 - DCI Group - City Hall Remodel Phase 2 - $46,198.53; 31. Approve Pay Request #8 - NAI Electrical - City Hall Remodel Phase 2 - $14,787.65; 32. Approve Pay Request #10 - Country Landscapes - Greenbelt Landing Construction Project - $106,473.62; 33. Approve Pay Request #10 - Hansen Company - Linnan Park Construction Project - $44,721.25; 34. Approve Pay Request #11 - Concrete Technologies Inc. - Alice's Road Reconstruction Phase 1A - $177,944.10; 35. Approve Pay Request #16 - On Track Construction - Greenbelt Landing Construction Project - $66,918.00; 36. Approve Pay Request #18 - Air-Con Mechanical Corp. - Greenbelt Landing Construction Project - $18,027.74; 37. Approve Pay Request #19 - Central Iowa Mechanical - Greenbelt Landing Construction Project - $4,293.70; 38. Approve Pay Request #19 - Keystone Construction - Greenbelt Landing Construction Project - $12,776.93; 39. Approve Pay Request #24 - Snyder & Associates - Alice's Road Reconstruction - Phase 1 - Design - $67,963.75; 40. Approve Purchase - Networks Inc - Aruba Traffic Fiber Switches - Public Works - $63,850.92; 41. Approve Purchase - Iowa Signal Inc. - DCU Poles - Public Works - $18,830.00; 42. Approve Purchase - Hubbell-Alcara Technologies LLC - DCUs - Public Works - $25,592.77; 43. **Resolution 2026-123** Approving Professional Services Agreement - Snyder and Associates - Little Walnut Creek East of Alice's Road, Letter of Map Change - $33,000.00; 44. **Resolution 2026-124** Approving 28E Agreement Between Clive Police Department and Iowa Department of Revenue for Alcohol Enforcement Services; 45. Approval of Settlement Agreement with Joshua Hollingshead; 46. **Resolution 2026-125** Accepting Temporary Construction Easements - Alice's Road Reconstruction - Phase 2 Project; 47. **Resolution 2026-126** Approving First Amendment To Storm Sewer And Overland Flowage Easement - Lot 30, Chayse Landing Plat 1 - 3948 NW 168th Street; 48. **Resolution 2026-127** Approving First Amendment To Overland Flowage Easement - Lot 7, Country Club Plat 3 - 14032 Lakeview Drive; 49. **Resolution 2026-128** Approving First Amendment To Overland Flowage Easement - Lot 11, Shadow Creek Plat 10 - 18004 Alpine Drive; 50. **Resolution 2026-129** Approving Amended Job Description for Full-Time Position; 51. Approve Pay Rate - Brandon Burgess - Public Works Operations Specialist - $28.61/Hr - Effective 05/26/2026.

Action Items

1. **1st Consideration of Proposed Ordinance 1178 Amending Title 6, Chapter 7, Personal Transportation and Mobility Devices.** Police Chief Mark Rehberg presented the matter to the Council and recommended approval. Comments were provided by Des Moines Street Collective Executive Director Alex Rice. Ted Weaver moved approval, seconded by Eric Klein. Roll Call: Ayes: Ted Weaver, Eric Klein, Breanne Hocker, Sadie Gasparotto. Nays: Susan Judkins. Abstained: None. Motion carried.

2. **Site Plan Amendment - Genesis Health Club - 10930 Hickman Road.** Senior Planner Amanda Grutzmacher presented the matter to the Council and recommended approval. Eric Klein moved approval, seconded by Breanne Hocker. Roll Call: Ayes: Ted Weaver, Susan Judkins, Eric Klein, Breanne Hocker, Sadie Gasparotto. Nays: None. Abstained: None. Motion carried.

3. **Resolution 2026-130 Approving Professional Services Agreement with Rec Technologies - Leisure Services Software.** Recreation Manager Jeff Lucas 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, Sadie Gasparotto. Nays: None. Abstained: None. Motion carried.

4. **Authorization to Release Request for Proposals for Indian Hills Jr High Park Master Plan.** Leisure Services Director Richard Brown 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, Sadie Gasparotto. Nays: None. Abstained: None. Motion carried.

Discussion

1. **Encroachment Policy Discussion.** Leisure Services Director Richard Brown presented the matter to the Council and facilitated discussions.

Correspondence

1. Arbor Day Foundation - 2025 Tree City USA Recognition.

Reports

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

The meeting was adjourned at 8:31 p.m.

_____
Matthew D. Graham, City Clerk

_____
John D. Edwards, Mayor

Memo

TO: Mayor and Council members
FROM: Matthew Graham, City Clerk
DATE: May 28, 2026
RE: Bill List

SYNOPSIS:

Attachments:
1. 05.21.2026 Council Bill List

Date Paid	Vendor Name	Description	Amount Paid
05/21/2026	A.M. LEONARD INC	TREE PLANTING SUPPLIES	3,550.83
05/14/2026	ABSOLUTE GROUP	GREENBELT LANDING PAY REQ 8	45,356.86
05/21/2026	ACCO	POOL CHEMICALS	413.68
05/21/2026	ACCURATE HYDRAULICS	CYLINDER REPAIR	280.93
05/21/2026	ACCURO SOLUTIONS, LLC	411 MED CLAIM ADMIN	259.60
05/21/2026	ACLARA TECHNOLOGIES LLC	MTU PURCHASE	3,320.00
05/21/2026	ACLARA TECHNOLOGIES LLC	MTU PURCHASE	22,120.00
05/15/2026	AFLAC	CURRENT PAY WITHHOLDING AFLAC PRE TAX Pay Period: 05/09/2026	91.32
05/14/2026	AIR-CON MECHANICAL CORP	GREENBELT LANDING PRJCT PAY REQ 18	18,027.74
05/21/2026	ALL MAKES	MISC SUPPLIES- MOTHERS ROOM	3,094.70
05/21/2026	ALL MAKES	CREEKSIDE PAVILION GBL FURNITURE	34,938.08
05/21/2026	ALLENDER BUTZKE ENGINEERS INC	LINNAN PARK CONSTRUCTION ENGINEERING	1,513.90
05/21/2026	ALLENDER BUTZKE ENGINEERS INC	LINNAN PARK CONSTRUCTION ENGINEERING	456.36
05/21/2026	AMAZON CAPITAL SERVICES	ADULT PROGRAM SUPPLIES MAH JONGG	100.32
05/21/2026	AMAZON CAPITAL SERVICES	ADULT FICTION BOOKS	335.38
05/21/2026	AMAZON CAPITAL SERVICES	BUILDING MAINT	85.82
05/21/2026	AMAZON CAPITAL SERVICES	WRISTBANDS	53.28
05/21/2026	AMAZON CAPITAL SERVICES	SLUSHIE CONTAINERS	61.71
05/21/2026	AMAZON CAPITAL SERVICES	HUDSON, PETERSON CLOTHING ALLOWANCE	329.87
05/21/2026	AMAZON CAPITAL SERVICES	ANNIS, DELKER, BAIR CLOTHING ALLOWANCE	230.82
05/21/2026	AMAZON CAPITAL SERVICES	KIDS FOR ART SUPPLIES	110.48
05/21/2026	AMAZON CAPITAL SERVICES	GROUNDS MAINT	521.08
05/21/2026	AMAZON CAPITAL SERVICES	OFFICE SUPPLIES	63.75
05/21/2026	AMAZON CAPITAL SERVICES	OFFICE SUPPLIES	67.03
05/21/2026	AMAZON CAPITAL SERVICES	LIBRARY MEDIA	62.85
05/21/2026	AMAZON CAPITAL SERVICES	ADULT LIBRARY BOOKS	19.25
05/21/2026	AMAZON CAPITAL SERVICES	FSS SUPPLIES	436.41
05/21/2026	AMAZON CAPITAL SERVICES	ADULT FICTION BOOKS HARBACH	47.93
05/21/2026	AMAZON CAPITAL SERVICES	ADULT PROG SUPPLIES CARDSTOCK	28.34
05/21/2026	AMAZON CAPITAL SERVICES	ADULT LIBRARY BKS CC	298.08
05/21/2026	AMAZON CAPITAL SERVICES	PRINTER INK FOR MANAGER OFFICE	55.89
05/21/2026	AMAZON CAPITAL SERVICES	LIBRARY MEDIA	92.23
05/21/2026	AMAZON CAPITAL SERVICES	TRAINING BOOK	23.99
05/21/2026	AMAZON CAPITAL SERVICES	CREEKSIDE PAV SUPPLIES	152.53
05/21/2026	AMAZON CAPITAL SERVICES	LIBRARY MEDIA	312.13
05/21/2026	AMAZON CAPITAL SERVICES	INSECT REPELLENT	42.09
05/21/2026	AMAZON CAPITAL SERVICES	ADULT FICTION BOOKS	715.72
05/21/2026	AMAZON CAPITAL SERVICES	ADULT FICTION BOOKS	42.01
05/21/2026	AMAZON CAPITAL SERVICES	CHILDREN'S BOOKS	25.29
05/21/2026	AMAZON CAPITAL SERVICES	CHILDREN'S PROGRAM	5.99
05/21/2026	AMAZON CAPITAL SERVICES	CHILDREN'S PROGRAM HARBACH	3.50
05/21/2026	AMAZON CAPITAL SERVICES	LIBRARY MEDIA	29.95
05/21/2026	AMAZON CAPITAL SERVICES	MISC OPERATING SUPPLIES	99.98
05/21/2026	AMAZON CAPITAL SERVICES	CHILDREN'S PROGRAM SUPPLIES	30.57
05/21/2026	AMAZON CAPITAL SERVICES	CHEMICAL GLOVES	254.78
05/21/2026	AMAZON CAPITAL SERVICES	MOBILE RADIO ACCESSORIES	53.60
05/21/2026	AMAZON CAPITAL SERVICES	SPECIAL DOCKING STATION	399.98
05/21/2026	AMAZON CAPITAL SERVICES	HAND CART	175.99
05/21/2026	AMAZON CAPITAL SERVICES	HARBACH GAMING LOUNGE	148.00
05/21/2026	AMAZON CAPITAL SERVICES	CONCESSION SUPPLIES	59.46
05/21/2026	AMAZON CAPITAL SERVICES	CLEANING SUPPLIES	29.99
05/21/2026	AMAZON CAPITAL SERVICES	SWIM LESSON SUPPLIES	30.49
05/21/2026	AMAZON CAPITAL SERVICES	CREEKSIDE PAV SUPPLIES	35.40
05/21/2026	AMAZON CAPITAL SERVICES	HDMI CORDS	35.71
05/21/2026	AMAZON CAPITAL SERVICES	ADULT LIBRARY BOOKS	439.44
05/21/2026	AMAZON CAPITAL SERVICES	E321 AIR HOSE VALVE REPAIR	35.00
05/21/2026	AMAZON CAPITAL SERVICES	TRAINING BOOK FOR ANNIS	17.00
05/21/2026	AMAZON CAPITAL SERVICES	OFFICE SUPPLIES	23.72

Date Paid	Vendor Name	Description	Amount Paid
05/21/2026	AMAZON CAPITAL SERVICES	CAMP SUPPLIES	29.98
05/21/2026	AMAZON CAPITAL SERVICES	ADULT PROGRAM SUPPLIES	26.58
05/21/2026	AMAZON CAPITAL SERVICES	ADULT LIBRARY BKS CC	91.32
05/21/2026	AMAZON CAPITAL SERVICES	ADULT FICTION BOOKS HARBACH	52.25
05/21/2026	AMAZON CAPITAL SERVICES	MATEER CLOTHING ALLOWANCE	67.33
05/21/2026	AMAZON CAPITAL SERVICES	ADULT FICTION BOOKS	444.57
05/21/2026	AMAZON CAPITAL SERVICES	PANIC BUTTON KEYS	27.60
05/21/2026	AMAZON CAPITAL SERVICES	LIFE JACKET REFILL	42.97
05/15/2026	AMERITAS LIFE INSURANCE GRP- VISION	CURRENT PAY WITHHOLDING VISION INSURANCE Pay Period: 05/09/2026	530.48
05/21/2026	ARMOR EQUIPMENT	ANTI-SIPHON NOZZLE REPAIR	1,644.00
05/21/2026	ARNOLD MOTOR SUPPLY	FLEET STOCK	143.82
05/21/2026	ARNOLD MOTOR SUPPLY	STOCK	97.03
05/21/2026	ARNOLD MOTOR SUPPLY	#738 PARTS	9.25
05/21/2026	ARNOLD MOTOR SUPPLY	VEHICLE MAINT	5.03
05/21/2026	ARNOLD MOTOR SUPPLY	VEHICLE REPAIR	50.24
05/21/2026	ARNOLD MOTOR SUPPLY	PARTS	28.99
05/21/2026	AT & T MOBILITY	GPS DATA PLAN	35.79
05/21/2026	ATLANTIC BOTTLING	CAMPBELL CONCESSIONS	93.83
05/21/2026	ATLANTIC BOTTLING	CAC CONCESSIONS	1,506.42
05/21/2026	ATLANTIC BOTTLING	CAMPBELL CONCESSIONS	514.56
05/21/2026	AUREON COMMUNICATIONS	INTERNET - CH	799.31
05/21/2026	BAKER GROUP	HVAC DOAS HUMIDITY SENSOR	557.20
05/21/2026	BAKER GROUP	HVAC CONTRACT	7,303.35
05/21/2026	BAKER GROUP	HVAC CONTRACT	1,968.38
05/21/2026	BAKER GROUP	HVAC CONTRACT	4,303.27
05/21/2026	BAKER GROUP	HVAC CONTRACT	4,251.00
05/21/2026	BAKER GROUP	HVAC CONTRACT	4,959.00
05/21/2026	BALDWIN SUPPLY COMPANY	BEARINGS STOCK	79.83
05/21/2026	BALDWIN SUPPLY COMPANY	#773 BEARING	21.26
05/21/2026	BAX SALES INC	BOLTS FOR SIGNS	56.27
05/21/2026	BAX SALES INC	SHOP SUPPLIES	82.00
05/21/2026	BAX SALES INC	HYDRANT REPAIR PARTS	105.68
05/21/2026	BAX SALES INC	SHOP SUPPLIES	56.02
05/21/2026	BENTLEY RIDGE TREE FARM	ANNUAL RESIDENT TREE SALE	21,125.00
05/21/2026	BENTLEY RIDGE TREE FARM	TREES SUPPLIES	135.98
05/21/2026	BENTLEY RIDGE TREE FARM	TREES	845.00
05/21/2026	BENTLEY RIDGE TREE FARM	TREES	3,380.00
05/21/2026	BOLTON & HAY INC	SLUSHIE MIX	326.78
05/21/2026	BOOK FARM LLC, THE	BOOKS-CHILDREN	62.91
05/21/2026	BULLZEYE INC	DEEP CONSTRUCTION CLEAN	885.00
05/14/2026	BURKETT CONSTRUCTION	LINNAN PK CONSTRUCTION PAY REQ 8	77,346.39
05/14/2026	CALIBER CONCRETE LLC	LINNAN PARK CONSTRUCTION PAY REQ 4	5,087.25
05/14/2026	CALIBER CONCRETE LLC	LINNAN PARK CONSTR PAY REQ 5	73,530.00
05/14/2026	CARTER SURVEYING & CONSTRUCTION SERVICE	LITTLE WALNUT CRK STREAM STABILIZATION PAY REQ 1	8,840.00
05/21/2026	CDW GOVERNMENT INC	HEADSET	265.72
05/14/2026	CENTRAL IOWA MECHANICAL	GREENBELT LANDING PJCT PAY REQ 19	4,293.70
05/21/2026	CENTRAL IOWA READY MIX	156TH/BOSTON SIDEWALK REPAIR	649.00
05/21/2026	CENTRAL IOWA READY MIX	CONCRETE	371.50
05/21/2026	CENTURY LINK	CAC PHONE LINES	330.42
05/21/2026	CINTAS CORPORATION #22M	LAUNDRY	344.64
05/21/2026	CINTAS CORPORATION #22M	LAUNDRY	344.64
05/21/2026	CITY OF DES MOINES	WRA - MAY 26	182,381.50
05/21/2026	CITY OF URBANDALE	E321 TURBO	3,603.21
05/21/2026	CITY OF URBANDALE	A102 OIL PRESSURE LIGHT/A103 OIL CHANGE	734.61
05/21/2026	CITY OF WEST DES MOINES	WESTCOM 6/26	52,571.76
05/21/2026	CITY OF WEST DES MOINES	WESTCOM 5/26	52,571.76
05/21/2026	CITY OF WEST DES MOINES	VALLEY POOL RENTAL LG TRAINING	2,080.00
05/21/2026	CLIVE CHAMBER OF COMMERCE	MAY LUNCHEON REGISTRATION	63.00

Date Paid	Vendor Name	Description	Amount Paid
05/15/2026	CLIVE COMMUNITY SERVICES	CURRENT PAY WITHHOLDING CLIVE COMM SERVICES Pay Period: 05/09/20	19.23
05/21/2026	COLD BLOODED REDHEAD LLC	CONTRACT WORK	375.00
05/15/2026	COLLECTION SERVICES CENTER	CURRENT PAY WITHHOLDING CHILD SUPPORT Pay Period: 05/09/2026	1,775.96
05/21/2026	COMMERCE BANK	TAG ENGRAVING__ ANNIS	77.55
05/21/2026	COMMERCE BANK	EQUIPMENT MAINT__ ANNIS	314.79
05/21/2026	COMMERCE BANK	FACEBOOK MARKETING__ BELIEU	46.02
05/21/2026	COMMERCE BANK	MEMBERSHIP-SUBSCRIPTIONS__ BOYLE	534.00
05/21/2026	COMMERCE BANK	REFUND MEMBERSHIP__ BROWN	42.79-
05/21/2026	COMMERCE BANK	CONFERENCE EXPENSE__ BROWN	872.55
05/21/2026	COMMERCE BANK	OFFICE EQUIPMENT__ WEILER	495.49
05/21/2026	COMMERCE BANK	CONFERENCE EXPENSE__ WEILER	760.00
05/21/2026	COMMERCE BANK	IMFOA MEMBERSHIP__ WIRTH	50.00
05/21/2026	COMMERCE BANK	EQUIPMENT__ SNOBERGER	3,260.05
05/21/2026	COMMERCE BANK	VEHICLE MAINT__ SOMSKY	3,630.19
05/21/2026	COMMERCE BANK	VEHICLE REPAIR__ SOMSKY	2,741.09
05/21/2026	COMMERCE BANK	EQUIPMENT MAINT__ SOMSKY	78.87
05/21/2026	COMMERCE BANK	CONFERENCE EXPENSE__ VENTO	225.00
05/21/2026	COMMERCE BANK	TRAINING__ WEILER	550.00
05/21/2026	COMMERCE BANK	GOAT SUPPLIES__ RUNKEL	1,760.62
05/21/2026	COMMERCE BANK	YOUTH PROGRAM SUPPLIES__ SHALON-DEUR	1,294.85
05/21/2026	COMMERCE BANK	CONFERENCE EXPENSE__ SHALON-DEUR	1,675.31
05/21/2026	COMMERCE BANK	OFFICE SUPPLIES__ SHALON-DEUR	52.56
05/21/2026	COMMERCE BANK	PROGRAM SUPPLIES__ SHALON-DEUR	35.07
05/21/2026	COMMERCE BANK	YOUNG ADULT BOOKS__ SHALON-DEUR	31.72
05/21/2026	COMMERCE BANK	CONTRACT WORK__ PHELPS	240.00
05/21/2026	COMMERCE BANK	CONCESSION SUPPLIES__ PHELPS	498.00
05/21/2026	COMMERCE BANK	CONFERENCE EXPENSE__ PURVIS	1,167.37
05/21/2026	COMMERCE BANK	SUSTENANCE SUPPLIES__ RAMSEY	65.02
05/21/2026	COMMERCE BANK	CONFERENCE EXPENSE__ REHBERG	366.24
05/21/2026	COMMERCE BANK	EQUIPMENT__ RUNKEL	74.97
05/21/2026	COMMERCE BANK	OFFICE SUPPLIES__ NELSON	128.12
05/21/2026	COMMERCE BANK	CALEA CONFERENCE__ NIELSEN	760.00
05/21/2026	COMMERCE BANK	NEW HIRE ORIENTATION__ NISIC	23.42
05/21/2026	COMMERCE BANK	CONFERENCE EXPENSE__ NISIC	9.52
05/21/2026	COMMERCE BANK	TRAINING__ PFAFF	175.00
05/21/2026	COMMERCE BANK	AQUATIC EQUIPMENT__ PHELPS	2,064.35
05/21/2026	COMMERCE BANK	CONFERENCE EXPENSE__ NAPIER	941.71
05/21/2026	COMMERCE BANK	YOUTH PROGRAM SUPPLIES__ NAPIER	103.00
05/21/2026	COMMERCE BANK	ADULT PROGRAM SUPPLIES__ NAPIER	94.42
05/21/2026	COMMERCE BANK	SUPPLIES__ NAPIER	302.72
05/21/2026	COMMERCE BANK	ADULT PROGRAM SUPPLIES__ NAPIER	20.54
05/21/2026	COMMERCE BANK	ADULT PROGRAM SUPPLIES__ NELSON	964.00
05/21/2026	COMMERCE BANK	POSTAGE__ MCCARL	166.48
05/21/2026	COMMERCE BANK	EQUIPMENT__ MCGILVRA	767.60
05/21/2026	COMMERCE BANK	TRAINING__ MCQUILLEN	100.00
05/21/2026	COMMERCE BANK	MEETING EXPENSE__ MCQUILLEN	139.76
05/21/2026	COMMERCE BANK	POSTAGE__ MEASE	2.17
05/21/2026	COMMERCE BANK	EQUIPMENT__ MEASE	2,918.80
05/21/2026	COMMERCE BANK	CONFERENCE EXPENSE__ LLAMAS	1,254.38
05/21/2026	COMMERCE BANK	SUPPLIES__ LUCAS	2,469.38
05/21/2026	COMMERCE BANK	ADVERTISING__ LUCAS	333.90
05/21/2026	COMMERCE BANK	CONFERENCE EXPENSE__ LUCAS	613.40
05/21/2026	COMMERCE BANK	METRO PW MEETING__ MAY	15.33
05/21/2026	COMMERCE BANK	POSTER FRAMING__ MAY	233.67
05/21/2026	COMMERCE BANK	CHILDREN PROGRAM SUPPLIES__ KELLER	11.76
05/21/2026	COMMERCE BANK	OFFICE SUPPLIES__ KELLER	678.00
05/21/2026	COMMERCE BANK	SUBSCRIPTION__ KELLER	269.49
05/21/2026	COMMERCE BANK	K-9 VET EXPENSE__ KEMPNICH	510.12

Date Paid	Vendor Name	Description	Amount Paid
05/21/2026	COMMERCE BANK	CONFERENCE EXPENSE__ KEMPNICH	760.00
05/21/2026	COMMERCE BANK	REFUND PC REPAIR__ KUZHIKANDATHIL	59.00-
05/21/2026	COMMERCE BANK	NOTARY STAMP__ JOHNSTON	25.50
05/21/2026	COMMERCE BANK	VEHICLE MAINT__ JOHNSTON	177.98
05/21/2026	COMMERCE BANK	TRAINING__ KALLEM	8.06
05/21/2026	COMMERCE BANK	CONFERENCE EXPENSE__ KELLER	1,044.70
05/21/2026	COMMERCE BANK	MARKETING__ KELLER	201.82
05/21/2026	COMMERCE BANK	TRAINING__ KELLER	478.34
05/21/2026	COMMERCE BANK	MEETING EXPENSE__ HANSEN	53.78
05/21/2026	COMMERCE BANK	METRO FINANCE MEETING__ HANSEN	21.52
05/21/2026	COMMERCE BANK	SUBSCRIPTION__ HERZOG	100.00
05/21/2026	COMMERCE BANK	VEHICLE GRAPHICS__ HERZOG	3,369.17
05/21/2026	COMMERCE BANK	TRAINING__ HUFF	107.55
05/21/2026	COMMERCE BANK	SUPPLIES__ JAMES	91.09
05/21/2026	COMMERCE BANK	SUBSCRIPTION__ GIBBS	82.99
05/21/2026	COMMERCE BANK	CONFERENCE EXPENSE__ GIBBS	536.40
05/21/2026	COMMERCE BANK	CONCESSION SUPPLIES__ GIBBS	952.76
05/21/2026	COMMERCE BANK	RECORDING FEES__ GRAHAM	102.14
05/21/2026	COMMERCE BANK	AI SUBSCRIPTION__ GRAHAM	20.00
05/21/2026	COMMERCE BANK	MEETING EXPENSE__ GRAHAM	63.51
05/21/2026	COMMERCE BANK	ADVERTISING__ ELDER	145.59
05/21/2026	COMMERCE BANK	AWWA MEMBERSHIP__ FARLOW	298.00
05/21/2026	COMMERCE BANK	CONFERENCE EXPENSE__ FREESTONE	1,583.36
05/21/2026	COMMERCE BANK	PUBLIC EDUCATION__ GARCIA	14.99
05/21/2026	COMMERCE BANK	CONTRACT WORK__ GARCIA	110.20
05/21/2026	COMMERCE BANK	CONTRACT WORK__ GIBBS	1,013.01
05/21/2026	COMMERCE BANK	CONFERENCE EXPENSE__ COLEMAN	225.00
05/21/2026	COMMERCE BANK	TRAINING__ CUNNINGHAM	659.00
05/21/2026	COMMERCE BANK	TRAINING__ CYGAN	609.00
05/21/2026	COMMERCE BANK	CONFERENCE EXPENSE__ DE KOCK	147.84
05/21/2026	COMMERCE BANK	MONTHLY SUBSCRIPTION__ EASTMAN	21.40
05/21/2026	COMMERCE BANK	SUSTENANCE SUPPLIES__ EASTMAN	72.62
05/21/2026	COMPETITIVE EDGE	P/T STAFF UNIFORMS	526.35
05/14/2026	CONCRETE TECHNOLOGIES INC	ALICE RD RECON PH 1A PAY REQ 11	177,944.10
05/21/2026	CONSENSUS CLOUD SOLUTIONS, LLC	HOSTED FAX	92.97
05/21/2026	CONSOLIDATED ELECTRICAL DISTRI, IN	156TH/BOSTON REPLACEMENT STREET LIGHT WIRE	437.78
05/14/2026	COUNTRY LANDSCAPES INC	GREENBELT LANDING CONSTRUCT PRJCT PAY REQ 10	106,473.62
05/14/2026	CUNNINGHAM INC	CH REMODEL PH 2 PAY REQ 8	25,063.64
05/14/2026	DCI GROUP	CH REMODEL PHASE 2 PAY REQ 8	46,198.53
05/21/2026	DEMCO INC	OFFICE SUPPLIES-PROCESSING	1,388.01
05/21/2026	DES MOINES STAMP MFG.CO.	OFFICE SUPPLIES-LIBRARY	64.15
05/21/2026	DES MOINES STEEL CO INC	GROUNDS MAINT	67.20
05/21/2026	DMF GARDENS	TREES	8,048.40
05/21/2026	DMF GARDENS	TREES	1,806.90
05/21/2026	DOLL DISTRIBUTING LLC	CAMBPELL CONCESSIONS	419.60
05/21/2026	DOLL DISTRIBUTING LLC	CAMBPELL CONCESSIONS	1,222.60
05/21/2026	DTN LLC	TELEVENT	647.86
05/21/2026	DTN LLC	TELEVENT	647.86
05/21/2026	EAGLE SIGN CO	GREENBELT LANDING CREEKSIDE PAVILION SIGNAGE DEPOSIT	9,742.78
04/30/2026	EBS	Medical / Dental Ins -Apr	13,779.23
04/30/2026	EBS	Medical / Dental Ins -Apr	32,170.62
04/30/2026	EBS	Medical / Dental Ins -Apr	6,673.52
04/30/2026	EBS	Medical / Dental Ins -Apr	15,426.28
04/30/2026	EBS	Medical / Dental Ins -Apr	6,235.86
04/30/2026	EBS	Medical / Dental Ins -Apr	6,455.52
04/30/2026	EBS	Flex Admin - Apr	9.20
04/30/2026	EBS	Flex Admin - Apr	9.20
04/30/2026	EBS	Flex Admin - Apr	4.60

Date Paid	Vendor Name	Description	Amount Paid
04/30/2026	EBS	Cobra Admin	146.72
04/30/2026	EBS	Flex Admin - Apr	4.60
04/30/2026	EBS	Flex Admin - Apr	13.80
04/30/2026	EBS	Flex Admin - Apr	4.60
04/30/2026	EBS	Flex Admin - Apr	9.20
04/30/2026	EBS	Flex Admin - Apr	4.60
04/30/2026	EBS	Flex Admin - Apr	18.40
04/30/2026	EBS	Flex Admin - Apr	32.20
04/30/2026	EBS	Flex Admin - Apr	6.44
04/30/2026	EBS	Flex Admin - Apr	7.36
04/30/2026	EBS	Flex Admin - Apr	4.60
04/30/2026	EBS	Flex Admin - Apr	4.60
04/30/2026	EBS	Flex Admin - Apr	9.20
04/30/2026	EBS	Life, LTD, AD&D Ins - Apr	59.14
04/30/2026	EBS	Life, LTD, AD&D Ins - Apr	144.81
04/30/2026	EBS	Life, LTD, AD&D Ins - Apr	130.88
04/30/2026	EBS	Life, LTD, AD&D Ins - Apr	97.21
04/30/2026	EBS	Life, LTD, AD&D Ins - Apr	156.50
04/30/2026	EBS	Flex Admin - Apr	13.80
04/30/2026	EBS	Life, LTD, AD&D Ins - Apr	121.10
04/30/2026	EBS	Life, LTD, AD&D Ins - Apr	147.14
04/30/2026	EBS	Life, LTD, AD&D Ins - Apr	36.28
04/30/2026	EBS	Life, LTD, AD&D Ins - Apr	178.96
04/30/2026	EBS	Life, LTD, AD&D Ins - Apr	60.51
04/30/2026	EBS	Life, LTD, AD&D Ins - Apr	246.60
04/30/2026	EBS	Life, LTD, AD&D Ins - Apr	201.04
04/30/2026	EBS	Life, LTD, AD&D Ins - Apr	305.81
04/30/2026	EBS	Life, LTD, AD&D Ins - Apr	200.86
04/30/2026	EBS	Life, LTD, AD&D Ins - Apr	361.78
04/30/2026	EBS	Life, LTD, AD&D Ins - Apr	125.64
04/30/2026	EBS	Life, LTD, AD&D Ins - Apr	34.32
04/30/2026	EBS	Vision Ins - Apr	27.84
04/30/2026	EBS	Vision Ins - Apr	55.68
04/30/2026	EBS	Life, LTD, AD&D Ins - Apr	270.96
04/30/2026	EBS	Life, LTD, AD&D Ins - Apr	494.18
04/30/2026	EBS	Life, LTD, AD&D Ins - Apr	206.63
04/30/2026	EBS	Life, LTD, AD&D Ins - Apr	488.39
04/30/2026	EBS	Vision Ins - Apr	18.56
04/30/2026	EBS	Vision Ins - Apr	64.96
04/30/2026	EBS	Vision Ins - Apr	18.56
04/30/2026	EBS	Vision Ins - Apr	125.40
04/30/2026	EBS	Vision Ins - Apr	27.84
04/30/2026	EBS	Vision Ins - Apr	46.40
04/30/2026	EBS	Vision Ins - Apr	30.93
04/30/2026	EBS	Vision Ins - Apr	9.28
04/30/2026	EBS	Vision Ins - Apr	27.84
04/30/2026	EBS	Vision Ins - Apr	27.84
04/30/2026	EBS	Vision Ins - Apr	9.28
04/30/2026	EBS	Vision Ins - Apr	27.84
04/30/2026	EBS	Vision Ins - Apr	50.11
04/30/2026	EBS	Vision Ins - Apr	135.49
04/30/2026	EBS	Vision Ins - Apr	46.40
04/30/2026	EBS	Vision Ins - Apr	64.96
04/30/2026	EBS	Vision Ins - Apr	49.49
04/30/2026	EBS	Vision Ins - Apr	95.89
04/30/2026	EBS	Medical / Dental Ins -Apr	4,557.95
04/30/2026	EBS	Medical / Dental Ins -Apr	5,991.18
04/30/2026	EBS	Medical / Dental Ins -Apr	4,340.16

Date Paid	Vendor Name	Description	Amount Paid
04/30/2026	EBS	Medical / Dental Ins -Apr	3,593.74
04/30/2026	EBS	Vision Ins - Apr	102.08
04/30/2026	EBS	Vision Ins - Apr	296.96
04/30/2026	EBS	Medical / Dental Ins -Apr	1,601.57
04/30/2026	EBS	Medical / Dental Ins -Apr	2,481.51
04/30/2026	EBS	Medical / Dental Ins -Apr	1,335.03
04/30/2026	EBS	Medical / Dental Ins -Apr	9,848.28
04/30/2026	EBS	Medical / Dental Ins -Apr	3,165.01
04/30/2026	EBS	Medical / Dental Ins -Apr	13,805.05
04/30/2026	EBS	Medical / Dental Ins -Apr	5,908.31
04/30/2026	EBS	Medical / Dental Ins -Apr	12,779.82
04/30/2026	EBS	Medical / Dental Ins -Apr	4,104.74
04/30/2026	EBS	Medical / Dental Ins -Apr	660.61
04/30/2026	EBS	Medical / Dental Ins -Apr	3,741.59
04/30/2026	EBS	Medical / Dental Ins -Apr	3,165.79
05/15/2026	EBS	MEDICAL WITHHOLDING MED W 750 FAMILY EXEMPT Pay Period: 05/09/202	7,671.00
05/15/2026	EBS	MEDICAL WITHHOLDING MED W 750 EMPE + 1 EXEMPT Pay Period: 05/09/2	1,996.11
05/15/2026	EBS	MEDICAL WITHHOLDING MED W 750 SINGLE EXEMPT Pay Period: 05/09/202	654.14
05/15/2026	EBS	MEDICAL WITHHOLDING MED - HDHP FAMILY Pay Period: 05/09/2026	1,276.60
05/15/2026	EBS	MEDICAL WITHHOLDING MED-HDHP EMPL +1 Pay Period: 05/09/2026	335.16
05/15/2026	EBS	MEDICAL WITHHOLDING MED HDHP SINGLE Pay Period: 05/09/2026	504.00
05/15/2026	EBS	MEDICAL WITHHOLDING DENTAL INSURANCE - DELTA (EBS) Pay Period: 05/	2,139.83
04/30/2026	EFTPS	PAYROLL W/H Correction	.02
05/15/2026	EFTPS	FWT/FICA/MEDICARE CURRENT PAY SOCIAL SECURITY Pay Period: 05/09/2	32,768.17
05/15/2026	EFTPS	FWT/FICA/MEDICARE CURRENT PAY SOCIAL SECURITY Pay Period: 05/09/2	32,768.17
05/15/2026	EFTPS	FWT/FICA/MEDICARE CURRENT PAY MEDICARE Pay Period: 05/09/2026	7,663.45
05/15/2026	EFTPS	FWT/FICA/MEDICARE CURRENT PAY MEDICARE Pay Period: 05/09/2026	7,663.45
05/15/2026	EFTPS	FWT/FICA/MEDICARE CURRENT PAY FEDERAL WITHHOLDING TAX Pay Peri	50,577.43
05/14/2026	ELITE FIRE SPRINKLER SYSTEMS	CH REMODEL PH 2 PAY REQ 5	1,261.00
05/14/2026	ELITE GLASS AND METAL LLC	CH REMODEL PH 2 PAY REQ 4	35,094.52
05/21/2026	FERRELLGAS	FORKLIFT FUEL	166.55
05/21/2026	FIRST RESPONDER SUPPLY, LLC	UNIFORM ALLOW - C. BROWN	267.81
05/21/2026	FIRST RESPONDER SUPPLY, LLC	NEW OFFICER'S UNIFORM - A. THANT	1,165.00
05/21/2026	FIRST RESPONDER SUPPLY, LLC	VEST REPLACEMENT - J. NIELSEN	800.00
05/21/2026	FIRST RESPONDER SUPPLY, LLC	UNIFORM ALLOW - J. NIELSEN	600.00
05/21/2026	FIRST RESPONDER SUPPLY, LLC	UNIFORM ALLOW - D. TOWNES	131.56
05/21/2026	FIRST RESPONDER SUPPLY, LLC	UNIFORM ALLOW - J. ANNIS	56.04
05/21/2026	FIRST RESPONDER SUPPLY, LLC	EQUIPMENT	30.00
05/21/2026	FIRST RESPONDER SUPPLY, LLC	UNIFORM ALLOW - J. ANNIS	600.00
05/21/2026	FIRST RESPONDER SUPPLY, LLC	UNIFORM ALLOW - J. ANNIS	35.99
05/21/2026	FIRST RESPONDER SUPPLY, LLC	UNIFORM ALLOW - J. LAMP	94.99
05/21/2026	FREEDOM FIRST AID & SAFETY LLC	FIRST AID RESTOCK	181.38
05/21/2026	FREEDOM FIRST AID & SAFETY LLC	SAFETY EQUIPMENT	8.97
05/21/2026	FREEDOM FIRST AID & SAFETY LLC	SAFETY EQUIPMENT	8.96
05/21/2026	FREEDOM FIRST AID & SAFETY LLC	SAFETY EQUIPMENT	8.96
05/21/2026	FREEDOM FIRST AID & SAFETY LLC	SAFETY EQUIPMENT	8.96
05/21/2026	GANNETT IOWA LOCALIQ	PH NOTICES	247.84
05/21/2026	GANNETT IOWA LOCALIQ	MINUTES	1,069.12
05/21/2026	GOVERNMENTJOBS.COM, INC	NEOGOV - INSIGHT	2,044.01
05/21/2026	GRIMES ASPHALT & PAVING	STREET MAINT SUPPLIES	1,726.70
05/21/2026	GRIMES ASPHALT & PAVING	STREET MAINT SUPPLIES	1,886.35
05/21/2026	GTR DM CONVENTION & VISITORS B	HOTEL MOTEL JAN 26	12,766.05
05/14/2026	HANSEN COMPANY	LINNAN PARK PJCT PAY REQ 10	44,721.25
05/21/2026	HD SUPPLY	JANITORIAL SUPPLIES	979.39
05/14/2026	HENLEY GROUP LLC	LINNAN PK CONSTRUCTION PAY REQ 2	69,350.00
05/21/2026	HOWREY CONSTRUCTION	LITTLE WALNUT CREEK DITCH REGRADING	787.50
05/15/2026	ICMA	LOAN REPAYMENT LOAN REPAYMENT Pay Period: 05/09/2026	622.01
05/15/2026	ICMA RETIREMENT CORP.#457	CURRENT PAY WITHHOLDING ICMA -DEF COMP Pay Period: 05/09/2026	12,692.54

Date Paid	Vendor Name	Description	Amount Paid
05/15/2026	ICMA RETIREMENT CORP.#457	CURRENT PAY WITHHOLDING ICMA ROTH DEF COMP Pay Period: 05/09/202	11,307.27
05/15/2026	ICMA RETIREMENT CORP.#457	CURRENT PAY WITHHOLDING ICMA CITY OUT DEF COMP - Pay Period: 05/0	7,523.73
05/21/2026	INFOMAX OFFICE SYSTEMS INC	COPIER REPLACEMENT	12,583.20
05/21/2026	INGRAM BOOK COMPANY	BOOKS-YOUNG ADULT	22.73
05/21/2026	INGRAM BOOK COMPANY	BOOKS-HARBACH-YOUNG ADULT	7.49
05/21/2026	INGRAM BOOK COMPANY	BOOKS-CHILDREN	139.29
05/21/2026	INGRAM BOOK COMPANY	BOOKS-CHILDREN	10.02
05/21/2026	INGRAM BOOK COMPANY	BOOKS-CHILDREN	12.98
05/21/2026	INGRAM BOOK COMPANY	BOOKS-CHILDREN	21.98
05/21/2026	INGRAM BOOK COMPANY	BOOKS-CHILDREN	9.49
05/21/2026	INGRAM BOOK COMPANY	BOOKS-HARBACH-CHILDREN	22.98
05/21/2026	INGRAM BOOK COMPANY	BOOKS-CHILDREN	136.55
05/21/2026	INGRAM BOOK COMPANY	BOOKS-YOUNG ADULT	21.81
05/21/2026	INGRAM BOOK COMPANY	BOOKS-HARBACH-YOUNG ADULT	9.59
05/21/2026	INGRAM BOOK COMPANY	BOOKS-HARBACH-YOUNG ADULT	9.59
05/21/2026	INGRAM BOOK COMPANY	BOOKS-CHILDREN	116.24
05/21/2026	INGRAM BOOK COMPANY	BOOKS-HARBACH-CHILDREN	22.16
05/21/2026	INGRAM BOOK COMPANY	BOOKS-YOUNG ADULT	21.23
05/21/2026	INGRAM BOOK COMPANY	BOOKS-YOUNG ADULT	29.97
05/21/2026	INGRAM BOOK COMPANY	BOOKS-CHILDREN	249.29
05/21/2026	INGRAM BOOK COMPANY	BOOKS-HARBACH-CHILDREN	41.97
05/21/2026	INGRAM BOOK COMPANY	BOOKS-CHILDREN	117.91
05/21/2026	INGRAM BOOK COMPANY	BOOKS-YOUNG ADULT	27.58
05/21/2026	INGRAM BOOK COMPANY	BOOKS-CHILDREN	133.86
05/21/2026	INGRAM BOOK COMPANY	BOOKS-HARBACH-CHILDREN	17.23
05/21/2026	INGRAM BOOK COMPANY	CREDIT BOOKS-CHILDREN	2.49-
05/21/2026	INTEGRITY PRINTING	35 NEW FLOOD REPORTS	519.51
05/21/2026	IOWA COUNTY ATTORNEYS ASSOC	TRAINING REGISTRATION-J. NIELSEN	90.00
05/21/2026	IOWA COUNTY ATTORNEYS ASSOC	TRAINING REGISTRATION-T. WEILER	90.00
05/21/2026	IOWA DOT	PAINT BEADS	392.04
05/21/2026	IOWA MEDICAID	JUNE MEDICAID STATE SHARE	11,920.65
05/15/2026	IPERS	CURRENT PAY IPERS WITHHOLDING IPERS-REGULAR MEMBERS Pay Perio	20,961.93
05/15/2026	IPERS	CURRENT PAY IPERS WITHHOLDING IPERS-REGULAR MEMBERS Pay Perio	31,459.54
05/15/2026	IPERS	CURRENT PAY IPERS WITHHOLDING IPERS RETIREMENT -FIRE Pay Period:	5,574.94
05/15/2026	IPERS	CURRENT PAY IPERS WITHHOLDING IPERS RETIREMENT -FIRE Pay Period:	8,082.98
05/21/2026	JENNA SCHISSEL THERAPY LLC	MISC CONTR WORK	70.00
05/21/2026	JOHNSTONE SUPPLY	CAPACITOR - BOILER INDUCER FAN	16.48
05/21/2026	JONATHAN MAY	MISC CONTRACT WORK- CHILDREN	400.00
05/21/2026	KARL EMERGENCY VEHICLES	U322 TOPPER AND INSTALL ON UTILITY	5,652.50
05/21/2026	KATHLEEN JONES	MISC CONTR WORK	75.00
05/21/2026	KELLY CRULL	SUMMER PERFORMER	250.00
05/14/2026	KEYSTONE CONSTRUCTION SERVICES	GREENBELT LANDING CONSTR PRJCT PAY REQ 19	12,776.93
05/14/2026	KEYSTONE CONSTRUCTION SERVICES	CH REMODEL PHASE 2 PAY REQ 7	67,984.91
05/21/2026	LINDE GAS & EQUIPMENT INC	OXYGEN TANK RENTAL	363.84
05/21/2026	LOGAN CONTRACTORS SUPPLY	STREET MAINT SUPPLIES	95.00
05/21/2026	LOGOED APPAREL & PROMOTIONS	HI VIS SHIRTS	684.30
05/21/2026	LSH PRODUCTIONS LLC	CONTRACT WORK	150.00
05/21/2026	MACQUEEN EQUIPMENT	SWEEPER PARTS	17.04
05/21/2026	MAIL SERVICES	BILLING APR2026	823.43
05/21/2026	MAIL SERVICES	POSTAGE	2,702.77
05/21/2026	MAIL SERVICES	NEWSLETTER MAILING	1,066.25
05/21/2026	MAIL SERVICES	STORMWATER APR 2026	66.33
05/21/2026	MAIL SERVICES	POSTAGE	183.46
05/14/2026	MAINLINE CONSTRUCTION INC	ALICE'S RD RECONSTR PHASE 1B PAY REQ 2	181,778.00
05/21/2026	MARTIN BROS	CAC CONCESSIONS	3,726.63
05/21/2026	MARTIN BROS	CAMPBELL CONCESSIONS	75.08
05/21/2026	MARTIN BROS	CAMPBELL CONCESSIONS	64.85
05/21/2026	MATTHEW INGRISANO	DEPOSIT REFUND	27.57

Date Paid	Vendor Name	Description	Amount Paid
05/21/2026	MENARDS	MISC TRAFFIC SUPPLIES	8.39
05/21/2026	MENARDS	MISC TRAFFIC SUPPLIES	31.99
05/21/2026	MENARDS	LITTLE WALNUT CREEK PUNCH LIST ITEMS	19.28
05/21/2026	MENARDS	MISC TRAFFIC SUPPLIES	6.78
05/21/2026	MENARDS	CPAV STORAGE ROOM	87.91
05/21/2026	MENARDS	FRP BACKING - SLUSHIE MACHINES	90.56
05/21/2026	MENARDS	GRASS SEED	24.71
05/21/2026	MENARDS	ANNUAL RESIDENT TREE SALE PROGRAM	561.25
05/21/2026	MENARDS	GLOVES	48.94
05/21/2026	MENARDS	MOUSE TRAPS	18.83
05/21/2026	MENARDS	GENERATOR FUEL	67.62
05/21/2026	MENARDS	PEAT MOSS	14.99
05/21/2026	MERCYONE HEALTH & FITNESS CENTER	WELLNESS COACHING	160.00
05/21/2026	MERCYONE OCCUPATIONAL HEALTH	PHYSICALS & DRUG SCREENS	1,555.00
05/21/2026	METRONET	INTERNET PS	1,039.95
05/21/2026	MH EQUIPMENT COMPANY	PARTS	67.26
05/21/2026	MIDAMERICA BOOKS	CHILDREN - BOOKS	559.90
05/21/2026	MIDAMERICAN ENERGY DAV	ELECTRIC AND GAS SERVICE PARKS	121.36
05/21/2026	MIDAMERICAN ENERGY DAV	ELECTRIC AND GAS SERVICE AQUATICS	648.09
05/21/2026	MIDAMERICAN ENERGY DAV	STREET LIGHTS	15,929.57
05/21/2026	MIDAMERICAN ENERGY DAV	WATER FACILITIES	741.31
05/21/2026	MIDAMERICAN ENERGY DAV	TRAFFIC LIGHTS	1,063.46
05/21/2026	MIDAMERICAN ENERGY DAV	ELECTRIC AND GAS SERVICE PARKS	153.44
05/21/2026	MIDAMERICAN ENERGY COMPANY	(3) STREET LIGHTS ON HARBACH BETWEEN 86TH AND SWANSON	12,869.89
05/21/2026	MILO	EQUIP MAINT & REPAIR	2,066.00
05/21/2026	MIRACLE RECREATION EQUIP CO	PLAYGROUND EQUIPMENT	588.74
05/21/2026	MOBOTREX INC	ANNUAL LED CHANGE OUT	3,788.00
05/15/2026	MUNICIPAL FIRE & POLICE	CURRENT PAY WITHHOLDING MUNICIPAL FIRE & POLICE RETIRE Pay Perio	10,211.50
05/15/2026	MUNICIPAL FIRE & POLICE	CURRENT PAY WITHHOLDING MUNICIPAL FIRE & POLICE RETIRE Pay Perio	23,805.72
05/21/2026	MUNICIPAL SUPPLY INC	PARTS FOR HYDRANTS	502.50
05/14/2026	NAI ELECTRICAL CONTRACTORS	CH REMODEL PH 2 PAY REQ 8	14,787.65
05/21/2026	NETWORKS	HOSTED EMAIL	1,498.40
05/21/2026	NETWORKS	SOFTWARE SUBSCRIPTION	4,235.04
05/21/2026	NETWORKS	PROFESSIONAL FEES	1,027.50
05/21/2026	NETWORKS	SOFTWARE SUBSCRIPTION	7.70
05/21/2026	NETWORKS	HOSTED BACKUP	4,739.88
04/30/2026	O'BRIEN SETTLEMENT SERVICES, LLC	PROPERTY ACQ- 1829 NW 86TH ST	381,054.82
05/14/2026	ON TRACK CONSTRUCTION	GREENBELT LANDING PAY REQ 16	66,918.00
04/30/2026	PAYMENTECH - CHASE BANK	Apr CC Fees	1,857.66
04/30/2026	PAYMENTECH - CHASE BANK	Apr CC Fees	1,486.12
04/30/2026	PAYMENTECH - CHASE BANK	Apr CC Fees	371.53
04/30/2026	PAYMENTECH - CHASE BANK	Apr CC Fees	30.59
04/30/2026	PAYMENTECH - CHASE BANK	Apr CC Fees	37.81
04/30/2026	PAYMENTECH - CHASE BANK	Apr CC Fees	1,907.19
04/30/2026	PAYMENTECH - CHASE BANK	Apr CC Fees	1,907.19
04/30/2026	PAYMENTECH - CHASE BANK	Apr CC Fees	978.85
04/30/2026	PAYMENTECH - CHASE BANK	Apr CC Fees	154.31
04/30/2026	PAYMENTECH - CHASE BANK	CUSTOMER REFUND	1,544.79
05/21/2026	PCC AMBULANCE BILLING SERVICE	APRIL AMBULANCE BILLING	4,908.49
05/14/2026	PEARSON'S DIRTWORK & TRUCKING INC	2026 FLOOD MITIGATION DEMO PAY REQ 1	48,735.00
05/21/2026	PER MAR SECURITY SERVICES	CAC QUARTERLY SECURITY MONITORING	1,515.18
05/21/2026	PER MAR SECURITY SERVICES	FIRE HORN REMOVAL	379.00
05/21/2026	PINGEL MUDJACKING, LC	VOID ON NW 137TH	1,800.00
05/21/2026	PLAYAWAY PRODUCTS LLC	YOUTH MEDIA	239.95
05/21/2026	PRODIGY CARE SERVICES	411 RX	1,550.21
05/21/2026	PRODIGY CARE SERVICES	411 RX	27.50
04/30/2026	PROFESSIONAL SOLUTIONS	CLOVER CC FEES	313.76
05/21/2026	RED WING BUSINESS ADVANTAGE ACCOUNT	BOOTS KALEB	241.99

Date Paid	Vendor Name	Description	Amount Paid
05/15/2026	RELIANCE STANDARD LIFE INSURANCE	VOL LIFE INSURANCE Pay Period: 05/09/2026	1,190.21
05/21/2026	REVIVAL CONCRETE COATINGS LLC	CONCRETE COATING	1,677.50
05/21/2026	REVIVAL CONCRETE COATINGS LLC	CONCRETE COATING	1,677.50
05/21/2026	ROCKY MOUNTAIN ACCREDITATION NETWORK	MEMBERSHIP DUES	175.00
05/21/2026	SCOTT MACARTHY OR HALEY MEISSEN	DEPOSIT REFUND	76.73
05/21/2026	SHREDDER, THE	DOCUMENT DESTRUCTION	60.00
05/21/2026	SMITHGROUP, INC	SMITHGROUP LINNAN PARK DESIGN WORK	5,553.00
05/21/2026	SMITHGROUP, INC	GREENBELT LANDING DESIGN WORK	30,324.60
05/14/2026	SNYDER & ASSOCIATES	ALICE RD RECON PH 1 PAY REQ 24	67,963.75
05/21/2026	SPECTRUM ADVANTAGE LLC	AQUATIC CENTER FIBER REPAIR	2,325.00
05/21/2026	SPECTRUM ADVANTAGE LLC	AQUATIC CENTER FIBER CONNECTION	990.00
05/21/2026	STANTON MADSEN	SWAP PROJECT 2026-01 REIMBURSEMENT	225.00
05/21/2026	STAPLES	OFFICE SUPPLIES	96.28
05/21/2026	STEW HANSEN	COOLANT	61.80
05/21/2026	STEW HANSEN	VEHICLE REPAIR	1,456.00
05/21/2026	TEK TO TEK	NEW LOCUTION STATION ALERTING SYSTEM ADDED PARTS	820.50
05/21/2026	TEK TO TEK	2 DESKTOP CHARGERS FOR PORTABLE RADIOS	349.58
05/15/2026	TREAS - STATE OF IA WH TAX	STATE WITHHOLDING STATE WITHHOLDING TAX Pay Period: 05/09/2026	23,829.00
04/30/2026	TREASURER STATE OF IOWA	UTILITY SALES TAX	9,621.73
04/30/2026	TREASURER STATE OF IOWA	WATER EXCISE TAX	19,346.33
04/30/2026	TREASURER STATE OF IOWA	REC SALES TAX	488.60
04/30/2026	TREASURER STATE OF IOWA	AQUATICS SALES TAX	6,632.96
05/21/2026	TRITECH FORENSICS	OTHER EQUIPMENT	77.22
04/30/2026	UMB Bank	REG FEE 2022A	600.00
05/15/2026	UNITED WAY	CURRENT PAY WITHHOLDING UNITED WAY Pay Period: 05/09/2026	57.69
05/21/2026	UP CUT LAWN CARE	LAWN/MOWING SERVICES	4,531.23
05/21/2026	VAN METER INC	TRAFFIC SUPPLIES	47.21
05/21/2026	VERIZON	DATA PLANS	1,366.58
05/21/2026	WDM COMMUNITY EDUCATION	VALLEY POOL RENTAL FOR LG TRAINING	385.00
05/21/2026	WEST DES MOINES PUBLIC LIBRARY	MARKETING-CENTRAL IA LIBRARIES	287.50
05/21/2026	WEST DES MOINES WATER WORKS	WATER FACILITIES	221.25
05/21/2026	WEX BANK	FUEL	130.90
05/21/2026	WEX BANK	FUEL	163.84
05/21/2026	WEX BANK	FUEL	1,686.42
05/21/2026	WEX BANK	FUEL	1,398.04
05/21/2026	WEX BANK	FUEL	3,654.24
05/21/2026	WEX BANK	FUEL	8,095.18
05/21/2026	WEX BANK	FUEL	690.34
05/21/2026	WEX BANK	FUEL	1,130.58
05/21/2026	WEX BANK	FUEL	1,738.15
05/21/2026	WEX BANK	FUEL	1,439.42
05/21/2026	WEX BANK	FUEL	3,345.30
05/21/2026	WEX BANK	FUEL	218.11
05/21/2026	WEX BANK	FUEL	657.67
05/21/2026	WILL STUCK	CONTRACT WORK	350.00
04/30/2026	XPRESS BILL PAY	Tran Fees- UB	2,245.04
04/30/2026	XPRESS BILL PAY	Tran Fees- UB	1,796.03
04/30/2026	XPRESS BILL PAY	Tran Fees- UB	449.01
04/30/2026	XPRESS BILL PAY	Tran Fees- PD	19.98
04/30/2026	XPRESS BILL PAY	Tran Fees- Rec	186.48
04/30/2026	XPRESS BILL PAY	Tran Fees- Pool	186.48
04/30/2026	XPRESS BILL PAY	Tran Fees- CD	72.52
04/30/2026	XPRESS BILL PAY	Tran Fees- PW	5.18
04/30/2026	XPRESS BILL PAY	Tran Fees- Admin	29.00
04/30/2026	ZIFT PAYMENT PROCESSING	CC Fees	685.12
04/30/2026	ZIFT PAYMENT PROCESSING	CC Fees (Chargeback)	51.85

Date Paid	Vendor Name	Description	Amount Paid
Grand Totals:			2,822,515.78

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 (05/12/2026 - 5/21/2026)	$	2,822,515.78
Payroll (05/15/2026)		350,681.44
Total	$	3,173,197.22

Of the total payrolls, $943.41 are expense reimbursements.

_____ Date:_____
Elizabeth Hansen, Director of Administrative Services

Dated: _____

City Council:

Breanne Hocker _____

Eric Klein _____

Ted Weaver _____

Sadie Gasparotto _____

Susan Judkins _____

Memo

TO: Mayor and Council members
FROM: Tiffany Belieu, Administrative Specialist
DATE: May 28, 2026
RE: Resolution Approving Temporary Street Closing - Block Party - NW 181st Street from Alpine Drive to Tanglewood Drive - Friday, June 19, 2026 - 4:00 p.m. - 10:00 p.m.

SYNOPSIS:
Block Party request to close NW 181st Street from Alpine Drive to Tanglewood Drive on Friday, June 19 from 4 p.m. to 9 p.m.

Attachments:
1. Michael 6-19-2026
2. Michael Block Party Resolution

RESOLUTION NO. _____

RESOLUTION TEMPORARILY CLOSING

WHEREAS, the residents living at 18270 Alpine Drive, Clive, petitioned the City Council to close the portion of NW 181st Street from Alpine Drive to Tanglewood Drive on Friday, June 19th, between the hours of 4:00 p.m. – 10:00 p.m. and:

WHEREAS, said request is made in an effort by said residents to increase the safety of residents and children attending a block party to be given by them on said date and at such time on NW 181st Street and;

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

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

1. Subject to the provisions of paragraphs 2 and 3 below having first been met, the City Council of the City of Clive, Iowa, hereby closes the portion of NW 181st Street between Alpine Drive and Tanglewood Drive between 4:00 p.m. and 9:00 p.m. to through traffic.

2. This resolution shall be of no force and effect unless one or more residents living at 18270 Alpine Drive shall first obtain those barricades of the type and number required by the Director of Public Works of the City of Clive, Iowa. Said delivery to be a time and place designated by Director.

3. No immobile obstacles that would limit or significantly slow access to emergency vehicles shall be placed in the traveled portion of the street, nor should any property owner be denied access to their property during the period when said streets are closed.

PASSED AND APPROVED this _____ day of _____ 2026.

_____
John Edwards, Mayor

ATTEST:

_____
Matthew Graham, City Clerk

Memo

TO: Mayor and Council members
FROM: Madison Wirth, Deputy City Clerk
DATE: May 28, 2026
RE: Approve Retail Tobacco Sales License Renewal Application - Walgreens #05060 - 12753 University Ave.

SYNOPSIS:
Staff recommends approval.

Attachments:
1. Walgreens #05060

Memo

TO: Mayor and Council members
FROM: Madison Wirth, Deputy City Clerk
DATE: May 28, 2026
RE: Approve Retail Tobacco Sales License Renewal Application - Walgreens #07967 - 15601 Hickman Road

SYNOPSIS:
Staff recommends approval.

Attachments:
1. Walgreens #07967

Memo

TO: Mayor and Council members
FROM: Madison Wirth, Deputy City Clerk
DATE: May 28, 2026
RE: Approve Retail Tobacco Sales License Renewal Application - World Liquor & Tobacco - 1775 NW 86th Street

SYNOPSIS:
Staff recommends approval.

Attachments:
1. World Liquor & Tobacco

Memo

TO: Mayor and Council members
FROM: Madison Wirth, Deputy City Clerk
DATE: May 28, 2026
RE: Approve Retail Tobacco Sales License Renewal Application - Hy-Vee Fast & Fresh - 11925 University Avenue

SYNOPSIS:
Staff recommends approval.

Attachments:
1. Hy-Vee Fast & Fresh

Memo

TO: Mayor and Council members
FROM: Matthew Graham, City Clerk
DATE: May 28, 2026
RE: Approve Retail Alcohol Sales License Renewal Application - Chipotle Mexican Grill - 10001 University Avenue

SYNOPSIS:
Staff recommends approval.

Attachments:
1. Chipotle Mexican Grill 06_26_2026

Memo

TO: Mayor and Council members
FROM: Matthew Graham, City Clerk
DATE: May 28, 2026
RE: Approve Retail Alcohol Sales License Renewal Application - Pump & Pantry 62 - 11925 University Avenue

SYNOPSIS:
Staff recommends approval.

Attachments:
1. Pump & Pantry 62 07_08_2026

Memo

TO: Mayor and Council members
FROM: Jonathan Cygan, Civil Engineer
DATE: May 28, 2026
RE: Resolution Approving Change Order #1 - Grimes Asphalt and Paving Corp. - City Hall Parking Lot Improvements - (-$700.00)

SYNOPSIS:

Staff is recommending approval of Change Order #1 in the amount of (-$700.00) to Grimes Asphalt and Paving Corp. for work performed on the above referenced project.

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

1. During excavation for the sanitary service cleanouts installation, the construction drawings utilized field measured locations of both the sanitary service at the building and at the sanitary sewer main to determine the location of the service. After excavating to the depth of the main the service was not located in the anticipated location. Further excavation directed to the contractor was performed to locate the service line. The service line was never located; it is anticipated to be further within the approach pavement than anticipated and excavation was discontinued. The unit item for the cleanout installation is removed in this change order along with additional costs associated with the directed excavation that was not part of the original plans.

A breakdown of the contract status is as follows:

Original Contract Amount - $222,674.00

Change Order #1 - -($700.00)

Revised Contract Amount - $221,974.00

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

Attachments:
1. Resolution - Change Order No. 1
2. Change Order #1

RESOLUTION NO. _____

RESOLUTION APPROVING CHANGE ORDER NO. 1
FOR GRIMES ASPHALT AND PAVING CORP.
CITY HALL PARKING LOT IMPROVEMENTS PROJECT

WHEREAS, the City staff has determined that it is necessary to make the changes set forth in Change Order No. 1 to the contract with Grimes Asphalt and Paving Corp. in regard to the City Hall Parking Lot Improvements Project (the "Project"); and

WHEREAS, the City Council of the City of Clive, Iowa, is desirous of approving said Change Order No. 1 and authorizing the Mayor to execute 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. 1 to the contract with Grimes Asphalt and Paving Corp., 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. 1 on behalf of the City of Clive, Iowa.

PASSED AND APPROVED THIS _____ day of _____, 2026.

By: _____
John Edwards, Mayor

ATTEST:

By: _____
Matthew D. Graham, City Clerk

City of Clive

Change Order Details

City Hall Parking Lot Improvements

Description	Improving City Hall Parking Lot
Prime Contractor	Grimes Asphalt and Paving Corp. 5550 NE 22nd St. Des Moines, IA 50316
Change Order	1
Status	Pending
Date Created	05/14/2026
Type	Changed Conditions
Summary	Paying for time and equipment searching for sanitary service.
Change Order Description	Sanitary service was not located to install clean outs. This caused extra excavation and the clean outs to not be installed.
Awarded Project Amount	$222,674.00
Authorized Project Amount	$222,674.00
Change Order Amount	-$700.00
Revised Project Amount	$221,974.00

Increases/Decreases

Line Number	Item ID	Unit	Unit Price	Current		Change		Revised	
				Quantity	Amount	Quantity	Amount	Quantity	Amount
Section: 1 - Description									
0020	26-105	EA	$6,700.000	1.000	$6,700.00	-1.000	-$6,700.00	0.000	$0.00
SANITARY SEWER CLEANOUT **Reason:** Sanitary service not found									
1 item			Totals		$6,700.00		-$6,700.00		$0.00

New Items

Line Number	Item ID	Unit	Quantity	Unit Price	Extension
Section: 1 - Description					
0320	26-238	LS	1.000	$6,000.000	$6,000.00
Extra excavation					
1 item					Total: $6,000.00

Mayor, City of Clive	**Date**
Project Engineer, Jon Cygan	**Date**
Field Engineer, Nolan Daft	**Date**
Contractor, Grimes Asphalt	**Date**

Memo

TO: Mayor and Council members
FROM: Jonathan Cygan, Civil Engineer
DATE: May 28, 2026
RE: Resolution Approving Change Order #1 - The Concrete Company - 2026 Citywide Curb and Gutter Repair Project - $5,349.75

SYNOPSIS:

Staff is recommending approval of Change Order #1 in the amount of $5,349.75 to The Concrete Company for work performed on the above referenced project.

The change order covers quantity adjustments associated with the project. As indicated in the front end documents the City predetermined a not to exceed allocation of $40,000.00 dollars for curb and gutter repairs to occur before June 30, 2026. A competitive quote was provided by three contractors that utilized unit rates of estimated bid items. Quantities ran under and over from the provided estimates, this change order addresses those quantities while remaining under the allocation.

A breakdown of the contract status is as follows:

Contract Amount - $22,425.00

Change Order #1 - $5,349.75

Revised Contract Amount - $27,774.75

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. 1
2. Change Order #1

RESOLUTION NO. _____

RESOLUTION APPROVING CHANGE ORDER NO. 1
FOR THE CONCRETE COMPANY
2026 CURB AND GUTTER REPAIR PROJECT

WHEREAS, the City staff has determined that it is necessary to make the changes set forth in Change Order No. 1 to the contract with Sternquist Construction in regard to the 2026 Curb and Gutter Repair Project (the "Project"); and

WHEREAS, the City Council of the City of Clive, Iowa, is desirous of approving said Change Order No. 1 and authorizing the Mayor to execute 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. 1 to the contract with The Concrete Company, 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. 1 on behalf of the City of Clive, Iowa.

PASSED AND APPROVED THIS _____ day of _____, 2026.

By: _____
John Edwards, Mayor

ATTEST:

By: _____
Matthew D. Graham, City Clerk

City of Clive
Change Order Details
2026 City Wide Curb and Gutter

Description	Remove and replace curb, gutter, and driveways at City wide locations at directed by City staff
Prime Contractor	The Concrete Company 5128 NW Beaver DR Grimes, IA 50111
Change Order	1
Status	Pending
Date Created	05/12/2026
Type	Minor Overrun
Change Order Description	Overrun adjustment
Awarded Project Amount	$22,425.00
Authorized Project Amount	$22,425.00
Change Order Amount	$5,349.75
Revised Project Amount	$27,774.75

Increases/Decreases

Line Number	Item ID	Unit	Unit Price	Current		Change		Revised	
				Quantity	Amount	Quantity	Amount	Quantity	Amount
Section: 1 - Description									
0010	26-221	LF	$75.000	100.000	$7,500.00	183.000	$13,725.00	283.000	$21,225.00
Curb and Gutter, PCC, 24"									
0020	26-222	SY	$75.000	50.000	$3,750.00	-44.000	-$3,300.00	6.000	$450.00
Driveway, Paved, PCC, 6"									
0030	26-223	SY	$135.000	50.000	$6,750.00	-38.000	-$5,130.00	12.000	$1,620.00
Full Depth Patches, PCC, 8"									
0040	26-224	EA	$4.750	100.000	$475.00	-15.000	-$71.25	85.000	$403.75
Dowel Bars, Epoxy Coated, 3/4"									
0050	26-225	EA	$4.500	100.000	$450.00	28.000	$126.00	128.000	$576.00
Tie Bars, Epoxy Coated, #4									
5 items			Totals		$18,925.00		$5,349.75		$24,274.75

Mayor, City of Clive	**Date**
Project Engineer, Jon Cygan	**Date**
Field Engineer, Kaleb Randel	**Date**
Contractor, The Concrete Co.	**Date**

Memo

TO: Mayor and Council members
FROM: Jonathan Cygan, Civil Engineer
DATE: May 28, 2026
RE: Resolution Approving Change Order #1 - The Concrete Company - 2026 Residential PCC Rehabilitation - $67,594.00

SYNOPSIS:

Staff recommends approval of Change Order #1 in the amount of $67,594.00 to The Concrete Company for work performed on the above-referenced project.

Operations staff had originally planned to complete in-house pavement rehabilitation at the intersection of NW 108th Street and Frontage Road along Hickman Road prior to the closure of NW 111th Street and Hickman Road for the Hickman Interchange Project. During the closure, traffic will be detoured to NW 108th Street via the frontage road and controlled with temporary signals. Anticipating increased traffic volumes at the intersection, staff determined it was important to complete rehabilitation work beforehand, as future repairs would be more difficult once detour traffic is in place.

Following a site review after the winter season, operations staff found the pavement deterioration to be more extensive than originally anticipated and expressed concern about completing the work within the required schedule using in-house crews. To meet the necessary timeframe, engineering staff requested a quotation from a contractor already performing work within the City. The quotation was reviewed and compared against recent similar bid prices, and the submitted unit rates were determined to be reasonable and similar to other rates received on bids. An exhibit of the estimated area is included in the council packet.

Staff recommends incorporating this additional work into the 2026 Residential Patching Program.

A breakdown of the contract status is as follows:

Contract Amount	- $479,333.50
Change Order #1	**- $67,594.00**
Revised Contract Amount	- $546,927.50

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. 1
2. 108 and Hickman Exhibit
3. Change Order #1

RESOLUTION NO. _____

RESOLUTION APPROVING CHANGE ORDER NO. 1
FOR THE CONCRETE COMPANY
2026 RESIDENTIAL PCC PAVEMENT REHABILITATION PROJECT

WHEREAS, the City staff has determined that it is necessary to make the changes set forth in Change Order No. 1 to the contract with The Concrete Company in regard to the 2026 Residential PCC Pavement Rehabilitation Project (the "Project"); and

WHEREAS, the City Council of the City of Clive, Iowa, is desirous of approving said Change Order No. 1 and authorizing the Mayor to execute 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. 1 to the contract with The Concrete Company, 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. 1 on behalf of the City of Clive, Iowa.

PASSED AND APPROVED THIS _____ day of _____, 2026.

By: _____
John Edwards, Mayor

ATTEST:

By: _____
Matthew D. Graham, City Clerk

Clive, IA



80.0 0 39'-10 1/4" 80.0 Feet

NAD_1983_StatePlane_Iowa_South_FIPS_1402_Feet

This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.
THIS MAP IS NOT TO BE USED FOR NAVIGATION

Legend

- Address Points
- Condo Parcels
- Clive Parcels
- Outlots

Notes

City of Clive

Change Order Details

2026 Residential PCC Rehabilitation

Description	PCC Patching of Residential
Prime Contractor	The Concrete Company 5128 NW Beaver DR Grimes, IA 50111
Change Order	1
Status	Pending
Date Created	05/12/2026
Type	Changed Conditions
Change Order Description	Add Items for additional work
Awarded Project Amount	$479,333.50
Authorized Project Amount	$479,333.50
Change Order Amount	$67,594.00
Revised Project Amount	$546,927.50

New Items

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

Line Number	Item ID	Unit	Quantity	Unit Price	Extension
0200	26-231	SY	608.000	$91.750	$55,784.00
Patches, Full Depth Repairs NW 108th Street & Frontage Rd					
0210	26-232	TN	75.000	$25.000	$1,875.00
Sub Grade Repair NW 108th Street & Frontage Rd					
0220	26-233	LS	1.000	$2,185.000	$2,185.00
Traffic Control NW 108th Street & Frontage Rd					
0230	26-234	LS	1.000	$2,500.000	$2,500.00
Slurry Control (Primary) NW 108th Street & Frontage Rd					
0240	26-235	EA	2.000	$250.000	$500.00
Secondary Slurry Control NW 108th Street & Frontage Rd					
0250	26-236	LS	1.000	$2,500.000	$2,500.00
Mobilization NW 108th Street & Frontage Rd					
0260	26-237	LS	1.000	$2,250.000	$2,250.00
Seeding NW 108th Street & Frontage Rd					
7 items					Total: $67,594.00

Mayor, City of Clive	**Date**
Project Engineer, Jon Cygan	**Date**
Field Engineer, Kaleb Randel	**Date**
Contractor, The Concrete Contracting Co.	**Date**

Memo

TO: Mayor and Council members
FROM: Jonathan Cygan, Civil Engineer
DATE: May 28, 2026
RE: Approve Pay Request #1 - Sternquist Construction - Harbach Blvd Phase 2 Reconstruction - $66,274.57

SYNOPSIS:

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

Pay Estimate #1 - $66,274.57

A breakdown of the contract status is as follows:

Amended Contract Amount	- $2,700,334.00
Paid to Date	- $66,274.57
Contract Remaining	- $2,634,059.43

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. Payment_Invoice_Harbach_P2

City of Clive
Payment Invoice
Harbach P2

Description	Reconstruction of Harbach Blvd
Payment Number	1
Pay Period	03/01/2026 to 05/16/2026
Approval Date	05/28/2026
Prime Contractor	STERNQUIST CONSTRUCTION INDIANOLA, IA
Payment Status	Pending
Awarded Project Amount	$2,700,344.00
Authorized Amount	$2,701,334.00

Line Number	Item	Unit	Current Paid Quantity	Unit Price	Amount
Section: 1 Description					
0010	26-001	LS	1.000	$12,000.000	$12,000.00
CLEARING AND GRUBBING					
0030	26-136	CY	250.000	$10.500	$2,625.00
CLASS 10 EXCAVATION					
0040	26-137	SY	506.800	$3.250	$1,647.10
SUBGRADE PREPARATION, 12"					
0060	26-008	SY	506.800	$12.000	$6,081.60
SUBBASE, MODIFIED, 6"					
0070	26-009	LS	0.250	$1,560.000	$390.00
COMPACTION TESTING					
0670	26-186	SY	19.900	$12.000	$238.80
SIDEWALK REMOVAL					
0680	26-187	SY	325.000	$12.000	$3,900.00
				Project Total:	**$68,324.30**

Line Number	Item	Unit	Current Paid Quantity	Unit Price	Amount
DRIVEWAY REMOVAL, PCC					
0750	26-191	SY	56.000	$11.250	$630.00
TEMPORARY GRANULAR DRIVEWAY					
0770	26-054	SY	293.900	$12.000	$3,526.80
PAVEMENT REMOVAL					
0780	26-193	LF	100.000	$16.000	$1,600.00
CURB AND GUTTER REMOVAL					
0900	26-204	LS	0.250	$7,200.000	$1,800.00
SWPPP-MANAGEMENT					
0910	26-118	LF	207.000	$2.500	$517.50
FILTER SOCK, 12", INSTALLATION					
0950	26-123	EA	9.000	$155.000	$1,395.00
INLET PROTECTION DEVICE, DROP-IN, INSTALLATION					
1000	26-208	SF	33.900	$75.000	$2,542.50
MODULAR BLOCK RETAINING WALL					
1020	26-210	LS	0.100	$26,000.000	$2,600.00
CONSTRUCTION SURVEY					
1030	26-100	LS	0.250	$100,000.000	$25,000.00
MOBLIZATION					
1040	26-101	LS	0.200	$4,200.000	$840.00
MAINTENANCE OF POSTAL SERVICE					
1070	26-001	LS	1.000	$495.000	$495.00
CLEARING AND GRUBBING					
1080	26-230	LS	1.000	$495.000	$495.00
Tree Trimming					
					Section Total: $68,324.30
					Project Total: $68,324.30

Summary

Current Approved Work:	$68,324.30	**Approved Work To Date:**	$68,324.30
Current Stockpile Advancement:	$0.00	**Stockpile Advancement To Date:**	$0.00
Current Stockpile Recovery:	$0.00	**Stockpile Recovery To Date:**	$0.00
Current Retainage:	$2,049.73	**Retainage To Date:**	$2,049.73
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:	$66,274.57	**Payments To Date:**	$66,274.57
Previous Payment:	$0.00	**Previous Payments To Date:**	$0.00

Mayor, City of Clive **Date**

Project Engineer, Jon Cygan **Date**

Field Engineer, Nolan Daft **Date**

Contractor, Sternquist Construction **Date**

Memo

TO: Mayor and Council members
FROM: Jonathan Cygan, Civil Engineer
DATE: May 28, 2026
RE: Approve Pay Request #1 - The Concrete Company - 2026 Citywide Curb and Gutter Repair Project - $14,718.75

SYNOPSIS:

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

Pay Estimate #1 - $14,718.75

A breakdown of the contract status is as follows:

Contract Amount	- $22,425.00
Paid to Date	- $14,718.75
Contract Remaining	- $7,706.25

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. Pay Request #1

City of Clive

Payment Invoice

2026 City Wide Curb and Gutter

Description	Remove and replace curb, gutter, and driveways at City wide locations at directed by City staff
Payment Number	1
Pay Period	05/05/2026 to 05/12/2026
Approval Date	05/14/2026
Prime Contractor	The Concrete Company 5128 NW Beaver DR Grimes, IA 50111
Payment Status	Pending
Awarded Project Amount	$22,425.00
Authorized Amount	$22,425.00

Line Number	Item	Unit	Current Paid Quantity	Unit Price	Amount
Section: 1 Description					
0010	26-221	LF	110.000	$75.000	$8,250.00
Curb and Gutter, PCC, 24"					
0020	26-222	SY	6.000	$75.000	$450.00
Driveway, Paved, PCC, 6"					
0030	26-223	SY	12.000	$135.000	$1,620.00
Full Depth Patches, PCC, 8"					
0040	26-224	EA	85.000	$4.750	$403.75
Dowel Bars, Epoxy Coated, 3/4"					
0050	26-225	EA	110.000	$4.500	$495.00
Tie Bars, Epoxy Coated, #4					
0060	26-061	LS	1.000	$3,500.000	$3,500.00
TEMPORARY TRAFFIC CONTROL					
				Project Total:	**$14,718.75**

Line Number	Item	Unit	Current Paid Quantity	Unit Price	Amount
				Section Total:	**$14,718.75**
				Project Total:	**$14,718.75**

Summary

Current Approved Work:	$14,718.75	**Approved Work To Date:**	$14,718.75
Current Stockpile Advancement:	$0.00	**Stockpile Advancement To Date:**	$0.00
Current Stockpile Recovery:	$0.00	**Stockpile Recovery To Date:**	$0.00
Current Retainage:	$0.00	**Retainage To Date:**	$0.00
Current Retainage Released:	$0.00	**Retainage Released To Date:**	$0.00
Current Liquidated Damages:	$0.00	**Liquidated Damages To Date:**	$0.00
Current Adjustment:	$0.00	**Adjustments To Date:**	$0.00
Current Payment:	$14,718.75	**Payments To Date:**	$14,718.75
Previous Payment:	$0.00	**Previous Payments To Date:**	$0.00

Mayor, City of Clive **Date**

Project Engineer, Jon Cygan **Date**

Field Engineer, Kaleb Randel **Date**

Contractor, The Concrete Co. **Date**

Memo

TO: Mayor and Council members
FROM: Jonathan Cygan, Civil Engineer
DATE: May 28, 2026
RE: Approve Pay Request #1 - Grimes Asphalt and Paving Corp. - City Hall Parking Lot Improvements - $44,691.50

SYNOPSIS:

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

Pay Estimate #1 - $44,691.50

A breakdown of the contract status is as follows:

Contract Amount	- $222,674.00
Paid to Date	- $44,691.50
Contract Remaining	- $177,982.50

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

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 #1

City of Clive
Payment Invoice
City Hall Parking Lot Improvements

Description	Improving City Hall Parking Lot
Payment Number	1
Pay Period	04/17/2026 to 05/16/2026
Approval Date	05/28/2026
Prime Contractor	Grimes Asphalt and Paving Corp. 5550 NE 22nd St. Des Moines, IA 50316
Payment Status	Pending
Awarded Project Amount	$222,674.00
Authorized Amount	$222,674.00

Line Number	Item	Unit	Current Paid Quantity	Unit Price	Amount
Section: 1 Description					
0030	26-106	EA	1.000	$4,500.000	$4,500.00
STORM SEWER INTAKE, SW-501					
0050	26-038	EACH	1.000	$600.000	$600.00
REMOVE INTAKE					
0060	26-108	LF	128.000	$69.500	$8,896.00
CURB AND GUTTER, PCC, 3.0', 7"					
0090	26-045	SY	47.100	$15.800	$744.18
REMOVAL OF SIDEWALK					
0100	26-111	SY	63.000	$61.500	$3,874.50
SIDEWALK, PCC, 6"					
0120	26-112	SY	110.800	$74.000	$8,199.20
FULL DEPTH PATCH (PCC, 7")					
				Project Total:	**$46,073.71**

Line Number	Item	Unit	Current Paid Quantity	Unit Price	Amount
0160	26-054	SY	90.200	$26.750	$2,412.85
PAVEMENT REMOVAL					
0170	26-116	LF	57.200	$21.250	$1,215.50
REMOVAL OF CURB (INCLUDES CURB CUTS)					
0180	26-117	LS	0.750	$7,100.000	$5,325.00
ELECTRICAL CONNECTION, CONDUIT, AND WIRING					
0250	26-120	TON	16.720	$246.500	$4,121.48
RIP RAP, EROSION STONE					
0290	26-099	LS	0.500	$6,670.000	$3,335.00
CONSTRUCTION SURVEY					
0300	26-100	LS	0.500	$3,700.000	$1,850.00
MOBLIZATION					
0310	26-103	LS	1.000	$1,000.000	$1,000.00
CONCRETE WASHOUT					
					Section Total: $46,073.71
					Project Total: $46,073.71

Summary

Current Approved Work:	$46,073.71	**Approved Work To Date:**	$46,073.71
Current Stockpile Advancement:	$0.00	**Stockpile Advancement To Date:**	$0.00
Current Stockpile Recovery:	$0.00	**Stockpile Recovery To Date:**	$0.00
Current Retainage:	$1,382.21	**Retainage To Date:**	$1,382.21
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:	$44,691.50	**Payments To Date:**	$44,691.50
Previous Payment:	$0.00	**Previous Payments To Date:**	$0.00

Mayor, City of Clive	**Date**
Project Engineer, Jon Cygan	**Date**
Field Engineer, Nolan Daft	**Date**
Contractor, Grimes Asphalt	**Date**

Memo

TO: Mayor and Council members
FROM: Jonathan Cygan, Civil Engineer
DATE: May 28, 2026
RE: Approve Pay Request #5 (Final) - Absolute Group - Forest Ave Water Main Replacement - $9,448.85

SYNOPSIS:

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

Pay Estimate #5 (Final Payment) - $9,448.85

A breakdown of the contract status is as follows:

Contract Amount	-	$314,961.77
Paid to Date	-	$314,961.77
Contract Remaining	-	$0.00

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 #5

City of Clive
Payment Invoice
Forest Ave Water Main Replacement

Description	Replacement of water main
Payment Number	5
Pay Period	10/01/2025 to 04/01/2026
Approval Date	05/28/2026
Prime Contractor	Absolute Group 1800 Burr Oak Blvd Granger, IA 50109
Payment Status	Pending
Awarded Project Amount	$388,066.50
Authorized Amount	$314,961.77

Line Number	Item	Unit	Current Paid Quantity	Unit Price	Amount

Project Total: $0.00

Summary

Current Approved Work:	$0.00	**Approved Work To Date:**	$314,961.77
Current Stockpile Advancement:	$0.00	**Stockpile Advancement To Date:**	$0.00
Current Stockpile Recovery:	$0.00	**Stockpile Recovery To Date:**	$0.00
Current Retainage:	$0.00	**Retainage To Date:**	$9,448.85
Current Retainage Released:	$9,448.85	**Retainage Released To Date:**	$9,448.85
Current Liquidated Damages:	$0.00	**Liquidated Damages To Date:**	$0.00
Current Adjustment:	$0.00	**Adjustments To Date:**	$0.00
Current Payment:	$9,448.85	**Payments To Date:**	$314,961.77
Previous Payment:	$11,023.71	**Previous Payments To Date:**	$305,512.92

Mayor, City of Clive **Date**

Project Engineer, Jonathan Cygan **Date**

Field Engineer, Kaleb Randel **Date**

Contractor, Absolute Group **Date**

Memo

TO: Mayor and Council members
FROM:
DATE: May 28, 2026
RE: Approving Purchase and Installation of Donor Signage at Greenbelt Landing - Eagle Signs - $79,415.87

SYNOPSIS:
Installation of donor signage at Greenbelt Landing is one of the last project elements that will be completed. The following project elements have donor-named signage that was not included as part of the larger project:

Ashley Okland Star Playground - 2 signs
Polk County Wetland Walk - 2 signs
Polk County Festival Lawn - 1 sign
General Donor Recognition - 1 sign
Opus Water Playground - 1 sign

Staff reached out to multiple sign companies to get quotes for these seven signs. Multiple companies expressed interest in providing a quote, but the only quote received was from Eagle Signs. Eagle signs submitted a quote for $79,415.87 to manufacture and install the seven signs. This is the maximum amount that the signs will cost. It is expected that the final cost will be less due to the preparation work the city has completed ahead of time around the area where each sign will be installed.

Staff recommends approval of the purchase and installation of donor signage at Greenbelt Landing with Eagle Signs for $79,415.87.

Attachments:
1. Eagle Proposal Ashley Okland Star Playground Sign 5-21-26
2. Eagle Proposal Main Donor Sign 5-21-26
3. Eagle Proposal Opus Water Playground Sign 5-21-26
4. Eagle Proposal Polk County Festival Grounds Sign 5-21-26
5. Eagle Proposal Polk County Wetland Walk Sign 5-21-26

EAGLE SIGN CO. GRIMES IA

605 SW 37th St.
Grimes, Iowa, 50111

515-243-5663 ▪ Fax: 515-243-5313

REMIT TO: 605 SW 37th St., Grimes, Iowa, 50111

PROPOSAL

Proposal #: 31519

Proposal Date: 05/21/26
Customer #: CRM017308
Page: 1 of 5

SOLD TO:	JOB LOCATION:
CITY OF CLIVE 1900 NW 114TH STREET CLIVE IA 50325	GREENBELT LANDING ASHLEY OKLAND STAR PLAYGROUND CLIVE IA 50325 REQUESTED BY: Richard Brown

Eagle Sign Company (HEREINAFTER CALLED THE "COMPANY") HEREBY PROPOSES TO FURNISH ALL THE MATERIALS AND PERFORM ALL THE LABOR NECESSARY FOR THE COMPLETION OF:

QTY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1	QUOTE #40894 PERMITTING	$150.00	$150.00
1	QUOTE #40895 B.5 ASHLEY OAKLAND STAR PLAYGROUND NON-LIT S/F MONUMENT SIGN: Furnish and install. Reference customer supplied drawings from Smithgroup.	$11,394.72	$11,394.72
1	QUOTE #40896 C.1 ASHLEY OAKLAND STAR PLAYGROUND NON-LIT S/F MONUMENT SIGN: Furnish and install. Reference customer supplied drawings from Smithgroup.	$5,404.61	$5,404.61

ALL MATERIAL IS GUARANTEED TO BE AS SPECIFIED, AND THE ABOVE TO BE IN ACCORDANCE WITH THE DRAWINGS AND OR SPECIFICATIONS SUBMITTED FOR THE ABOVE WORK AND COMPLETED IN A WORKMANLIKE MANNER FOR THE SUM OF:

TOTAL PROPOSAL AMOUNT: $16,949.33

TERMS: 0.0% DOWN, BALANCE DUE ON COMPLETION
(INTEREST OF 1.5% PER MONTH WILL BE ADDED TO PAST DUE ACCOUNTS)

THIS PRICE DOES NOT INCLUDE ELECTRICAL HOOKUP, PERMITS, ENGINEERING, SHIPPING, FREIGHT OR SALES OR USE TAX UNLESS SPECIFICALLY STATED.

NOTE: THIS PROPOSAL MAY BE WITHDRAWN IF NOT ACCEPTED WITHIN 30 DAYS. WORK WILL NOT BEGIN UNTIL DOWN PAYMENT AND WRITTEN ACCEPTANCE IS RECEIVED.

ANY ALTERATION FROM THE ABOVE SPECIFICATIONS INVOLVING EXTRA COSTS, WILL BE EXECUTED ONLY UPON WRITTEN ORDERS, AND WILL BECOME AN EXTRA CHARGE OVER AND ABOVE THE ESTIMATE TO BE PAID BY THE PURCHASER.

TERMS AND CONDITIONS

1. All agreements contingent upon strikes, accidents, material shortages or any other delays beyond our control.

COMPANY INITIALS _____ CUSTOMER INITIALS _____

2. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

3. This proposal is made for specially constructed equipment and when accepted by owner is not subject to cancellation. EAGLE SIGN CO shall not be responsible for errors in plans, designs, specifications or drawings furnished by owner or its representatives, or for defects or increased costs caused by such errors.

4. EAGLE SIGN CO shall commence the constructions of display and prosecute the work thereon with due diligence until completion. All obligations to be performed by EAGLE SIGN CO hereunder shall be subject to delay or failure resulting from war, fire, labor disputes, material shortages, unforeseen commercial delays, acts of God, regulations or restrictions of the Government or public authorities, or other accidents, forces, conditions or circumstances beyond its control.

5. Owner shall be responsible for securing and maintaining in force all necessary permits from the owner of the premises upon which display is to be installed, and for all other private permissions necessary for the maintenance, use and existence of display. EAGLE SIGN CO shall apply for public permits. Only the cost of normal permit applications is included in this proposal. Buyer shall be responsible for any and all costs incurred should procedures other than normal permit applications be required. EAGLE SIGN CO shall not be obligated to commence construction of display until public permits have been issued. If public permits are denied after every reasonable effort by both parties to secure same, then this agreement shall terminate without liability to either party.

6. Buyer shall bring feed wires of suitable capacity and approved type to the locations of the display, and make connection thereto, and shall pay for all electrical energy used by display and shall be responsible for the supply thereof in the event substantially adverse building or soil conditions or underground obstructions are encountered at delivery site. In the event of such adverse building or soil conditions or underground obstructions, owner agrees that Eagle Sign Co. shall be allowed to increase the price quoted in this proposal to the extent of Eagle Sign Co.’s additional costs.

7. Owner shall be responsible for locating all property lines and utility easements and existing utilities located within or on the real estate on which the display is to be constructed.

8. EAGLE SIGN CO unconditionally warrants the signs against defective workmanship and materials for 1 year from date of shipment or installation, if installation is effected by EAGLE SIGN CO Any part found by EAGLE SIGN CO to be defective due to faulty workmanship or materials within the warranty period will be repaired or replaced f.o.b. point of production. EAGLE SIGN CO SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES OF ANY KIND OR NATURE WHATSOEVER, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. EAGLE SIGN CO shall not be liable for any incidental or consequential damages or

losses. Owners sole and exclusive remedy against EAGLE SIGN CO for the breach of its express warranty contained herein shall be the replacement of such defective work or material.

9. Payment for items purchased under the terms of this agreement will be made upon receipt of invoices submitted. In the event payment is not made within thirty (30) days of the invoice date, Buyer agrees to pay a service charge on past due amounts at the rate of 1½% per month. In the event this agreement is placed for collection with a collection agency or if litigation is commenced to collect amounts owed, Buyer shall be responsible for all costs incurred by Eagle Sign Co, including but not limited to its reasonable attorney's fees.

10. Title to all materials and property covered by this contract shall remain in EAGLE SIGN CO. and shall not be deemed to constitute a part of the realty to which it may be attached until the purchase price is paid in full. EAGLE SIGN CO. is given an express security interest in said material and property both erected and unerected notwithstanding the manner in which such personal property shall be annexed or attached to the realty and is authorized to file a financing statement perfecting this security interest. In the event of default by Buyer, including, but not limited to, payment of any amounts due and payable, EAGLE SIGN CO may at once (and without process of law) take possession of and remove, as and when it sees fit and wherever found, all material used or intended for use in this construction of said equipment and any and all property called for in this Agreement without being deemed guilty of trespass.

11. When this Agreement is signed by a duly authorized person of each party, this document shall constitute a binding contract and the entire agreement between the parties and shall supersede all other written or oral agreements. The parties agree that a signature communicated by facsimile or by e-mail shall Have the same effect as an original signature on an original document, and either party may prove the existence of a binding contract by producing a copy thereof with a signature obtained through electronic means (by facsimile or e-mail). This contract shall be governed by the laws of the state of Iowa.

12. Owner is liable for any and all state, local or federal taxes imposed upon this transaction, including but not limited to sales and/or use tax. Owner will be liable for the taxes even if the taxes are not included in the original invoice to Owner if the taxes are imposed by a governing body after invoicing.

13. The Iowa District Court in and for Polk County, Iowa shall have exclusive jurisdiction of all actions of any kind or nature whatsoever arising out of the work to be performed pursuant to this proposal including but not limited to any action by EAGLE SIGN CO to collect amounts owed to it pursuant to the terms of this proposal and any corresponding invoice, and the parties consent to exclusive jurisdiction and venue in said court.

THIS PROPOSAL DOES NOT BECOME EFFECTIVE UNTIL SIGNED AND DATED BY THE COMPANY.

COMPANY INITIALS _____ CUSTOMER INITIALS _____

EAGLE SIGN CO. GRIMES IA

605 SW 37th St.
Grimes, Iowa, 50111

515-243-5663 ▪ Fax: 515-243-5313

REMIT TO: 605 SW 37th St., Grimes, Iowa, 50111

PROPOSAL

Proposal #: 31519

Proposal Date: 05/21/26
Customer #: CRM017308

THE ABOVE PRICES, SPECIFICATIONS, AND CONDITIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED. YOU ARE AUTHORIZED TO DO THE WORK AS SPECIFIED. PAYMENT WILL BE MADE AS OUTLINED ABOVE.

SALESPERSON: _____ DATE: _____

ACCEPTED BY: _____ TITLE: _____

SIGNATURE: _____ DATE: _____

EAGLE SIGN CO. GRIMES IA

605 SW 37th St.
Grimes, Iowa, 50111

515-243-5663 ▪ Fax: 515-243-5313

REMIT TO: 605 SW 37th St., Grimes, Iowa, 50111

PROPOSAL

Proposal #: 31520

Proposal Date: 05/21/26
Customer #: CRM017309
Page: 1 of 5

SOLD TO:	JOB LOCATION:
CITY OF CLIVE 1900 NW 114TH STREET CLIVE IA 50325	GREENBELT LANDING MAIN DONOR CLIVE IA 50325 REQUESTED BY: Richard Brown

Eagle Sign Company (HEREINAFTER CALLED THE "COMPANY") HEREBY PROPOSES TO FURNISH ALL THE MATERIALS AND PERFORM ALL THE LABOR NECESSARY FOR THE COMPLETION OF:

QTY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1	QUOTE #40897 PERMITTING	$150.00	$150.00
1	QUOTE #40898 E.1 MAIN DONOR NON-LIT S/F MONUMENT SIGN: Furnish and install. Reference customer supplied drawings from Smithgroup.	$15,992.95	$15,992.95

ALL MATERIAL IS GUARANTEED TO BE AS SPECIFIED, AND THE ABOVE TO BE IN ACCORDANCE WITH THE DRAWINGS AND OR SPECIFICATIONS SUBMITTED FOR THE ABOVE WORK AND COMPLETED IN A WORKMANLIKE MANNER FOR THE SUM OF:

TOTAL PROPOSAL AMOUNT: $16,142.95

TERMS: 0.0% DOWN, BALANCE DUE ON COMPLETION
(INTEREST OF 1.5% PER MONTH WILL BE ADDED TO PAST DUE ACCOUNTS)

THIS PRICE DOES NOT INCLUDE ELECTRICAL HOOKUP, PERMITS, ENGINEERING, SHIPPING, FREIGHT OR SALES OR USE TAX UNLESS SPECIFICALLY STATED.

NOTE: THIS PROPOSAL MAY BE WITHDRAWN IF NOT ACCEPTED WITHIN 30 DAYS. WORK WILL NOT BEGIN UNTIL DOWN PAYMENT AND WRITTEN ACCEPTANCE IS RECEIVED.

ANY ALTERATION FROM THE ABOVE SPECIFICATIONS INVOLVING EXTRA COSTS, WILL BE EXECUTED ONLY UPON WRITTEN ORDERS, AND WILL BECOME AN EXTRA CHARGE OVER AND ABOVE THE ESTIMATE TO BE PAID BY THE PURCHASER.

TERMS AND CONDITIONS

1. All agreements contingent upon strikes, accidents, material shortages or any other delays beyond our control.

2. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

COMPANY INITIALS _____ CUSTOMER INITIALS _____

EAGLE SIGN CO. GRIMES IA

605 SW 37th St.
Grimes, Iowa, 50111

515-243-5663 ▪ Fax: 515-243-5313

REMIT TO: 605 SW 37th St., Grimes, Iowa, 50111

PROPOSAL

Proposal #: 31520

Proposal Date: 05/21/26
Customer #: CRM017309

3. This proposal is made for specially constructed equipment and when accepted by owner is not subject to cancellation. EAGLE SIGN CO shall not be responsible for errors in plans, designs, specifications or drawings furnished by owner or its representatives, or for defects or increased costs caused by such errors.

4. EAGLE SIGN CO shall commence the constructions of display and prosecute the work thereon with due diligence until completion. All obligations to be performed by EAGLE SIGN CO hereunder shall be subject to delay or failure resulting from war, fire, labor disputes, material shortages, unforeseen commercial delays, acts of God, regulations or restrictions of the Government or public authorities, or other accidents, forces, conditions or circumstances beyond its control.

5. Owner shall be responsible for securing and maintaining in force all necessary permits from the owner of the premises upon which display is to be installed, and for all other private permissions necessary for the maintenance, use and existence of display. EAGLE SIGN CO shall apply for public permits. Only the cost of normal permit applications is included in this proposal. Buyer shall be responsible for any and all costs incurred should procedures other than normal permit applications be required. EAGLE SIGN CO shall not be obligated to commence construction of display until public permits have been issued. If public permits are denied after every reasonable effort by both parties to secure same, then this agreement shall terminate without liability to either party.

6. Buyer shall bring feed wires of suitable capacity and approved type to the locations of the display, and make connection thereto, and shall pay for all electrical energy used by display and shall be responsible for the supply thereof in the event substantially adverse building or soil conditions or underground obstructions are encountered at delivery site. In the event of such adverse building or soil conditions or underground obstructions, owner agrees that Eagle Sign Co. shall be allowed to increase the price quoted in this proposal to the extent of Eagle Sign Co.’s additional costs.

7. Owner shall be responsible for locating all property lines and utility easements and existing utilities located within or on the real estate on which the display is to be constructed.

8. EAGLE SIGN CO unconditionally warrants the signs against defective workmanship and materials for 1 year from date of shipment or installation, if installation is effected by EAGLE SIGN CO Any part found by EAGLE SIGN CO to be defective due to faulty workmanship or materials within the warranty period will be repaired or replaced f.o.b. point of production. EAGLE SIGN CO SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES OF ANY KIND OR NATURE WHATSOEVER, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. EAGLE SIGN CO shall not be liable for any incidental or consequential damages or losses. Owners sole and exclusive remedy against EAGLE SIGN CO for the breach of its express warranty contained herein shall be the replacement of such defective work or material.

EAGLE SIGN CO. GRIMES IA

605 SW 37th St.
Grimes, Iowa, 50111

515-243-5663 ▪ Fax: 515-243-5313

REMIT TO: 605 SW 37th St., Grimes, Iowa, 50111

PROPOSAL

Proposal #: 31520

Proposal Date: 05/21/26
Customer #: CRM017309

9. Payment for items purchased under the terms of this agreement will be made upon receipt of invoices submitted. In the event payment is not made within thirty (30) days of the invoice date, Buyer agrees to pay a service charge on past due amounts at the rate of 1½% per month. In the event this agreement is placed for collection with a collection agency or if litigation is commenced to collect amounts owed, Buyer shall be responsible for all costs incurred by Eagle Sign Co, including but not limited to its reasonable attorney's fees.

10. Title to all materials and property covered by this contract shall remain in EAGLE SIGN CO. and shall not be deemed to constitute a part of the realty to which it may be attached until the purchase price is paid in full. EAGLE SIGN CO. is given an express security interest in said material and property both erected and unerected notwithstanding the manner in which such personal property shall be annexed or attached to the realty and is authorized to file a financing statement perfecting this security interest. In the event of default by Buyer, including, but not limited to, payment of any amounts due and payable, EAGLE SIGN CO may at once (and without process of law) take possession of and remove, as and when it sees fit and wherever found, all material used or intended for use in this construction of said equipment and any and all property called for in this Agreement without being deemed guilty of trespass.

11. When this Agreement is signed by a duly authorized person of each party, this document shall constitute a binding contract and the entire agreement between the parties and shall supersede all other written or oral agreements. The parties agree that a signature communicated by facsimile or by e-mail shall Have the same effect as an original signature on an original document, and either party may prove the existence of a binding contract by producing a copy thereof with a signature obtained through electronic means (by facsimile or e-mail). This contract shall be governed by the laws of the state of Iowa.

12. Owner is liable for any and all state, local or federal taxes imposed upon this transaction, including but not limited to sales and/or use tax. Owner will be liable for the taxes even if the taxes are not included in the original invoice to Owner if the taxes are imposed by a governing body after invoicing.

13. The Iowa District Court in and for Polk County, Iowa shall have exclusive jurisdiction of all actions of any kind or nature whatsoever arising out of the work to be performed pursuant to this proposal including but not limited to any action by EAGLE SIGN CO to collect amounts owed to it pursuant to the terms of this proposal and any corresponding invoice, and the parties consent to exclusive jurisdiction and venue in said court.

THIS PROPOSAL DOES NOT BECOME EFFECTIVE UNTIL SIGNED AND DATED BY THE COMPANY.

THE ABOVE PRICES, SPECIFICATIONS, AND CONDITIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED. YOU ARE AUTHORIZED TO DO THE WORK AS SPECIFIED. PAYMENT WILL BE MADE AS OUTLINED ABOVE.

COMPANY INITIALS _____ CUSTOMER INITIALS _____

EAGLE SIGN CO.
GRIMES IA

605 SW 37th St.
Grimes, Iowa, 50111

515-243-5663 ▪ Fax: 515-243-5313

REMIT TO: 605 SW 37th St., Grimes, Iowa, 50111

PROPOSAL

Proposal #: 31520

Proposal Date: 05/21/26
Customer #: CRM017309

SALESPERSON: _____ DATE: _____

ACCEPTED BY: _____ TITLE: _____

SIGNATURE: _____ DATE: _____

EAGLE SIGN CO. GRIMES IA

605 SW 37th St.
Grimes, Iowa, 50111

515-243-5663 ▪ Fax: 515-243-5313

REMIT TO: 605 SW 37th St., Grimes, Iowa, 50111

PROPOSAL

Proposal #: 31521

Proposal Date: 05/21/26
Customer #: CRM017304
Page: 1 of 5

SOLD TO:	JOB LOCATION:
CITY OF CLIVE 1900 NW 114TH STREET CLIVE IA 50325	GREENBELT LANDING OPUS WATER PLAYGROUND CLIVE IA 50325 REQUESTED BY: Richard Brown

Eagle Sign Company (HEREINAFTER CALLED THE "COMPANY") HEREBY PROPOSES TO FURNISH ALL THE MATERIALS AND PERFORM ALL THE LABOR NECESSARY FOR THE COMPLETION OF:

QTY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1	QUOTE #40887 PERMITTING	$150.00	$150.00
1	QUOTE #40888 SAMPLES: Provide material, finish and color samples to Smithgroup for review and approval prior to fabrication.	$500.00	$500.00
1	QUOTE #40889 A.3 OPUS WATER PLAYGROUND NON-LIT S/F MONUMENT SIGN: Furnish and install. Reference customer supplied drawings from Smithgroup.	$11,189.49	$11,189.49

ALL MATERIAL IS GUARANTEED TO BE AS SPECIFIED, AND THE ABOVE TO BE IN ACCORDANCE WITH THE DRAWINGS AND OR SPECIFICATIONS SUBMITTED FOR THE ABOVE WORK AND COMPLETED IN A WORKMANLIKE MANNER FOR THE SUM OF:

TOTAL PROPOSAL AMOUNT: $11,839.49

TERMS: 0.0% DOWN, BALANCE DUE ON COMPLETION
(INTEREST OF 1.5% PER MONTH WILL BE ADDED TO PAST DUE ACCOUNTS)

THIS PRICE DOES NOT INCLUDE ELECTRICAL HOOKUP, PERMITS, ENGINEERING, SHIPPING, FREIGHT OR SALES OR USE TAX UNLESS SPECIFICALLY STATED.

NOTE: THIS PROPOSAL MAY BE WITHDRAWN IF NOT ACCEPTED WITHIN 30 DAYS. WORK WILL NOT BEGIN UNTIL DOWN PAYMENT AND WRITTEN ACCEPTANCE IS RECEIVED.

ANY ALTERATION FROM THE ABOVE SPECIFICATIONS INVOLVING EXTRA COSTS, WILL BE EXECUTED ONLY UPON WRITTEN ORDERS, AND WILL BECOME AN EXTRA CHARGE OVER AND ABOVE THE ESTIMATE TO BE PAID BY THE PURCHASER.

TERMS AND CONDITIONS

1. All agreements contingent upon strikes, accidents, material shortages or any other delays beyond our control.

COMPANY INITIALS _____ CUSTOMER INITIALS _____

2. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

3. This proposal is made for specially constructed equipment and when accepted by owner is not subject to cancellation. EAGLE SIGN CO shall not be responsible for errors in plans, designs, specifications or drawings furnished by owner or its representatives, or for defects or increased costs caused by such errors.

4. EAGLE SIGN CO shall commence the constructions of display and prosecute the work thereon with due diligence until completion. All obligations to be performed by EAGLE SIGN CO hereunder shall be subject to delay or failure resulting from war, fire, labor disputes, material shortages, unforeseen commercial delays, acts of God, regulations or restrictions of the Government or public authorities, or other accidents, forces, conditions or circumstances beyond its control.

5. Owner shall be responsible for securing and maintaining in force all necessary permits from the owner of the premises upon which display is to be installed, and for all other private permissions necessary for the maintenance, use and existence of display. EAGLE SIGN CO shall apply for public permits. Only the cost of normal permit applications is included in this proposal. Buyer shall be responsible for any and all costs incurred should procedures other than normal permit applications be required. EAGLE SIGN CO shall not be obligated to commence construction of display until public permits have been issued. If public permits are denied after every reasonable effort by both parties to secure same, then this agreement shall terminate without liability to either party.

6. Buyer shall bring feed wires of suitable capacity and approved type to the locations of the display, and make connection thereto, and shall pay for all electrical energy used by display and shall be responsible for the supply thereof in the event substantially adverse building or soil conditions or underground obstructions are encountered at delivery site. In the event of such adverse building or soil conditions or underground obstructions, owner agrees that Eagle Sign Co. shall be allowed to increase the price quoted in this proposal to the extent of Eagle Sign Co.’s additional costs.

7. Owner shall be responsible for locating all property lines and utility easements and existing utilities located within or on the real estate on which the display is to be constructed.

8. EAGLE SIGN CO unconditionally warrants the signs against defective workmanship and materials for 1 year from date of shipment or installation, if installation is effected by EAGLE SIGN CO Any part found by EAGLE SIGN CO to be defective due to faulty workmanship or materials within the warranty period will be repaired or replaced f.o.b. point of production. EAGLE SIGN CO SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES OF ANY KIND OR NATURE WHATSOEVER, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. EAGLE SIGN CO shall not be liable for any incidental or consequential damages or

losses. Owners sole and exclusive remedy against EAGLE SIGN CO for the breach of its express warranty contained herein shall be the replacement of such defective work or material.

9. Payment for items purchased under the terms of this agreement will be made upon receipt of invoices submitted. In the event payment is not made within thirty (30) days of the invoice date, Buyer agrees to pay a service charge on past due amounts at the rate of 1½% per month. In the event this agreement is placed for collection with a collection agency or if litigation is commenced to collect amounts owed, Buyer shall be responsible for all costs incurred by Eagle Sign Co, including but not limited to its reasonable attorney's fees.

10. Title to all materials and property covered by this contract shall remain in EAGLE SIGN CO. and shall not be deemed to constitute a part of the realty to which it may be attached until the purchase price is paid in full. EAGLE SIGN CO. is given an express security interest in said material and property both erected and unerected notwithstanding the manner in which such personal property shall be annexed or attached to the realty and is authorized to file a financing statement perfecting this security interest. In the event of default by Buyer, including, but not limited to, payment of any amounts due and payable, EAGLE SIGN CO may at once (and without process of law) take possession of and remove, as and when it sees fit and wherever found, all material used or intended for use in this construction of said equipment and any and all property called for in this Agreement without being deemed guilty of trespass.

11. When this Agreement is signed by a duly authorized person of each party, this document shall constitute a binding contract and the entire agreement between the parties and shall supersede all other written or oral agreements. The parties agree that a signature communicated by facsimile or by e-mail shall Have the same effect as an original signature on an original document, and either party may prove the existence of a binding contract by producing a copy thereof with a signature obtained through electronic means (by facsimile or e-mail). This contract shall be governed by the laws of the state of Iowa.

12. Owner is liable for any and all state, local or federal taxes imposed upon this transaction, including but not limited to sales and/or use tax. Owner will be liable for the taxes even if the taxes are not included in the original invoice to Owner if the taxes are imposed by a governing body after invoicing.

13. The Iowa District Court in and for Polk County, Iowa shall have exclusive jurisdiction of all actions of any kind or nature whatsoever arising out of the work to be performed pursuant to this proposal including but not limited to any action by EAGLE SIGN CO to collect amounts owed to it pursuant to the terms of this proposal and any corresponding invoice, and the parties consent to exclusive jurisdiction and venue in said court.

THIS PROPOSAL DOES NOT BECOME EFFECTIVE UNTIL SIGNED AND DATED BY THE COMPANY.

COMPANY INITIALS _____ CUSTOMER INITIALS _____

EAGLE SIGN CO. GRIMES IA

605 SW 37th St.
Grimes, Iowa, 50111

515-243-5663 ▪ Fax: 515-243-5313

REMIT TO: 605 SW 37th St., Grimes, Iowa, 50111

PROPOSAL

Proposal #: 31521

Proposal Date: 05/21/26
Customer #: CRM017304

THE ABOVE PRICES, SPECIFICATIONS, AND CONDITIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED. YOU ARE AUTHORIZED TO DO THE WORK AS SPECIFIED. PAYMENT WILL BE MADE AS OUTLINED ABOVE.

SALESPERSON: _____ DATE: _____

ACCEPTED BY: _____ TITLE: _____

SIGNATURE: _____ DATE: _____

EAGLE SIGN CO. GRIMES IA

605 SW 37th St.
Grimes, Iowa, 50111

515-243-5663 ▪ Fax: 515-243-5313

REMIT TO: 605 SW 37th St., Grimes, Iowa, 50111

PROPOSAL

Proposal #: 31522

Proposal Date: 05/21/26
Customer #: CRM017305
Page: 1 of 5

SOLD TO:	JOB LOCATION:
CITY OF CLIVE 1900 NW 114TH STREET CLIVE IA 50325	GREENBELT LANDING POLK COUNTY FESTIVAL GROUNDS CLIVE IA 50325 REQUESTED BY: Richard Brown

Eagle Sign Company (HEREINAFTER CALLED THE "COMPANY") HEREBY PROPOSES TO FURNISH ALL THE MATERIALS AND PERFORM ALL THE LABOR NECESSARY FOR THE COMPLETION OF:

QTY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1	QUOTE #40890 PERMITTING	$150.00	$150.00
1	QUOTE #40891 B.1 OPUS POLK COUNTY FESTIVAL GROUNDS NON-LIT S/F MONUMENT SIGN: Furnish and install. Reference customer supplied drawings from Smithgroup.	$11,394.70	$11,394.70

ALL MATERIAL IS GUARANTEED TO BE AS SPECIFIED, AND THE ABOVE TO BE IN ACCORDANCE WITH THE DRAWINGS AND OR SPECIFICATIONS SUBMITTED FOR THE ABOVE WORK AND COMPLETED IN A WORKMANLIKE MANNER FOR THE SUM OF:

TOTAL PROPOSAL AMOUNT: $11,544.70

TERMS: 0.0% DOWN, BALANCE DUE ON COMPLETION
(INTEREST OF 1.5% PER MONTH WILL BE ADDED TO PAST DUE ACCOUNTS)

THIS PRICE DOES NOT INCLUDE ELECTRICAL HOOKUP, PERMITS, ENGINEERING, SHIPPING, FREIGHT OR SALES OR USE TAX UNLESS SPECIFICALLY STATED.

NOTE: THIS PROPOSAL MAY BE WITHDRAWN IF NOT ACCEPTED WITHIN 30 DAYS. WORK WILL NOT BEGIN UNTIL DOWN PAYMENT AND WRITTEN ACCEPTANCE IS RECEIVED.

ANY ALTERATION FROM THE ABOVE SPECIFICATIONS INVOLVING EXTRA COSTS, WILL BE EXECUTED ONLY UPON WRITTEN ORDERS, AND WILL BECOME AN EXTRA CHARGE OVER AND ABOVE THE ESTIMATE TO BE PAID BY THE PURCHASER.

TERMS AND CONDITIONS

1. All agreements contingent upon strikes, accidents, material shortages or any other delays beyond our control.

2. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

COMPANY INITIALS _____ CUSTOMER INITIALS _____

EAGLE SIGN CO. GRIMES IA

605 SW 37th St.
Grimes, Iowa, 50111

515-243-5663 ▪ Fax: 515-243-5313

REMIT TO: 605 SW 37th St., Grimes, Iowa, 50111

PROPOSAL

Proposal #: 31522

Proposal Date: 05/21/26
Customer #: CRM017305

3. This proposal is made for specially constructed equipment and when accepted by owner is not subject to cancellation. EAGLE SIGN CO shall not be responsible for errors in plans, designs, specifications or drawings furnished by owner or its representatives, or for defects or increased costs caused by such errors.

4. EAGLE SIGN CO shall commence the constructions of display and prosecute the work thereon with due diligence until completion. All obligations to be performed by EAGLE SIGN CO hereunder shall be subject to delay or failure resulting from war, fire, labor disputes, material shortages, unforeseen commercial delays, acts of God, regulations or restrictions of the Government or public authorities, or other accidents, forces, conditions or circumstances beyond its control.

5. Owner shall be responsible for securing and maintaining in force all necessary permits from the owner of the premises upon which display is to be installed, and for all other private permissions necessary for the maintenance, use and existence of display. EAGLE SIGN CO shall apply for public permits. Only the cost of normal permit applications is included in this proposal. Buyer shall be responsible for any and all costs incurred should procedures other than normal permit applications be required. EAGLE SIGN CO shall not be obligated to commence construction of display until public permits have been issued. If public permits are denied after every reasonable effort by both parties to secure same, then this agreement shall terminate without liability to either party.

6. Buyer shall bring feed wires of suitable capacity and approved type to the locations of the display, and make connection thereto, and shall pay for all electrical energy used by display and shall be responsible for the supply thereof in the event substantially adverse building or soil conditions or underground obstructions are encountered at delivery site. In the event of such adverse building or soil conditions or underground obstructions, owner agrees that Eagle Sign Co. shall be allowed to increase the price quoted in this proposal to the extent of Eagle Sign Co.’s additional costs.

7. Owner shall be responsible for locating all property lines and utility easements and existing utilities located within or on the real estate on which the display is to be constructed.

8. EAGLE SIGN CO unconditionally warrants the signs against defective workmanship and materials for 1 year from date of shipment or installation, if installation is effected by EAGLE SIGN CO Any part found by EAGLE SIGN CO to be defective due to faulty workmanship or materials within the warranty period will be repaired or replaced f.o.b. point of production. EAGLE SIGN CO SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES OF ANY KIND OR NATURE WHATSOEVER, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. EAGLE SIGN CO shall not be liable for any incidental or consequential damages or losses. Owners sole and exclusive remedy against EAGLE SIGN CO for the breach of its express warranty contained herein shall be the replacement of such defective work or material.

EAGLE SIGN CO. GRIMES IA

605 SW 37th St.
Grimes, Iowa, 50111

515-243-5663 ▪ Fax: 515-243-5313

REMIT TO: 605 SW 37th St., Grimes, Iowa, 50111

PROPOSAL

Proposal #: 31522

Proposal Date: 05/21/26
Customer #: CRM017305

9. Payment for items purchased under the terms of this agreement will be made upon receipt of invoices submitted. In the event payment is not made within thirty (30) days of the invoice date, Buyer agrees to pay a service charge on past due amounts at the rate of 1½% per month. In the event this agreement is placed for collection with a collection agency or if litigation is commenced to collect amounts owed, Buyer shall be responsible for all costs incurred by Eagle Sign Co, including but not limited to its reasonable attorney's fees.

10. Title to all materials and property covered by this contract shall remain in EAGLE SIGN CO. and shall not be deemed to constitute a part of the realty to which it may be attached until the purchase price is paid in full. EAGLE SIGN CO. is given an express security interest in said material and property both erected and unerected notwithstanding the manner in which such personal property shall be annexed or attached to the realty and is authorized to file a financing statement perfecting this security interest. In the event of default by Buyer, including, but not limited to, payment of any amounts due and payable, EAGLE SIGN CO may at once (and without process of law) take possession of and remove, as and when it sees fit and wherever found, all material used or intended for use in this construction of said equipment and any and all property called for in this Agreement without being deemed guilty of trespass.

11. When this Agreement is signed by a duly authorized person of each party, this document shall constitute a binding contract and the entire agreement between the parties and shall supersede all other written or oral agreements. The parties agree that a signature communicated by facsimile or by e-mail shall Have the same effect as an original signature on an original document, and either party may prove the existence of a binding contract by producing a copy thereof with a signature obtained through electronic means (by facsimile or e-mail). This contract shall be governed by the laws of the state of Iowa.

12. Owner is liable for any and all state, local or federal taxes imposed upon this transaction, including but not limited to sales and/or use tax. Owner will be liable for the taxes even if the taxes are not included in the original invoice to Owner if the taxes are imposed by a governing body after invoicing.

13. The Iowa District Court in and for Polk County, Iowa shall have exclusive jurisdiction of all actions of any kind or nature whatsoever arising out of the work to be performed pursuant to this proposal including but not limited to any action by EAGLE SIGN CO to collect amounts owed to it pursuant to the terms of this proposal and any corresponding invoice, and the parties consent to exclusive jurisdiction and venue in said court.

THIS PROPOSAL DOES NOT BECOME EFFECTIVE UNTIL SIGNED AND DATED BY THE COMPANY.

THE ABOVE PRICES, SPECIFICATIONS, AND CONDITIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED. YOU ARE AUTHORIZED TO DO THE WORK AS SPECIFIED. PAYMENT WILL BE MADE AS OUTLINED ABOVE.

COMPANY INITIALS _____ CUSTOMER INITIALS _____

EAGLE SIGN CO. GRIMES IA

605 SW 37th St.
Grimes, Iowa, 50111

515-243-5663 ▪ Fax: 515-243-5313

REMIT TO: 605 SW 37th St., Grimes, Iowa, 50111

PROPOSAL

Proposal #: 31522

Proposal Date: 05/21/26
Customer #: CRM017305

SALESPERSON: _____ DATE: _____

ACCEPTED BY: _____ TITLE: _____

SIGNATURE: _____ DATE: _____

EAGLE SIGN CO. GRIMES IA

605 SW 37th St.
Grimes, Iowa, 50111

515-243-5663 ▪ Fax: 515-243-5313

REMIT TO: 605 SW 37th St., Grimes, Iowa, 50111

PROPOSAL

Proposal #: 31523

Proposal Date: 05/21/26
Customer #: CRM017306
Page: 1 of 5

SOLD TO:	JOB LOCATION:
CITY OF CLIVE 1900 NW 114TH STREET CLIVE IA 50325	GREENBELT LANDING POLK COUNTY WETLAND WALK CLIVE IA 50325 REQUESTED BY: Richard Brown

Eagle Sign Company (HEREINAFTER CALLED THE "COMPANY") HEREBY PROPOSES TO FURNISH ALL THE MATERIALS AND PERFORM ALL THE LABOR NECESSARY FOR THE COMPLETION OF:

QTY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1	QUOTE #40892 PERMITTING	$150.00	$150.00
2	QUOTE #40893 B.3 POLK COUNTY WETLAND WALK NON-LIT S/F MONUMENT SIGN: Furnish and install. Reference customer supplied drawings from Smithgroup.	$11,394.70	$22,789.40

ALL MATERIAL IS GUARANTEED TO BE AS SPECIFIED, AND THE ABOVE TO BE IN ACCORDANCE WITH THE DRAWINGS AND OR SPECIFICATIONS SUBMITTED FOR THE ABOVE WORK AND COMPLETED IN A WORKMANLIKE MANNER FOR THE SUM OF:

TOTAL PROPOSAL AMOUNT: $22,939.40

TERMS: 0.0% DOWN, BALANCE DUE ON COMPLETION
(INTEREST OF 1.5% PER MONTH WILL BE ADDED TO PAST DUE ACCOUNTS)

THIS PRICE DOES NOT INCLUDE ELECTRICAL HOOKUP, PERMITS, ENGINEERING, SHIPPING, FREIGHT OR SALES OR USE TAX UNLESS SPECIFICALLY STATED.

NOTE: THIS PROPOSAL MAY BE WITHDRAWN IF NOT ACCEPTED WITHIN 30 DAYS. WORK WILL NOT BEGIN UNTIL DOWN PAYMENT AND WRITTEN ACCEPTANCE IS RECEIVED.

ANY ALTERATION FROM THE ABOVE SPECIFICATIONS INVOLVING EXTRA COSTS, WILL BE EXECUTED ONLY UPON WRITTEN ORDERS, AND WILL BECOME AN EXTRA CHARGE OVER AND ABOVE THE ESTIMATE TO BE PAID BY THE PURCHASER.

TERMS AND CONDITIONS

1. All agreements contingent upon strikes, accidents, material shortages or any other delays beyond our control.

2. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

COMPANY INITIALS _____ CUSTOMER INITIALS _____

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REMIT TO: 605 SW 37th St., Grimes, Iowa, 50111

PROPOSAL

Proposal #: 31523

Proposal Date: 05/21/26
Customer #: CRM017306

3. This proposal is made for specially constructed equipment and when accepted by owner is not subject to cancellation. EAGLE SIGN CO shall not be responsible for errors in plans, designs, specifications or drawings furnished by owner or its representatives, or for defects or increased costs caused by such errors.

4. EAGLE SIGN CO shall commence the constructions of display and prosecute the work thereon with due diligence until completion. All obligations to be performed by EAGLE SIGN CO hereunder shall be subject to delay or failure resulting from war, fire, labor disputes, material shortages, unforeseen commercial delays, acts of God, regulations or restrictions of the Government or public authorities, or other accidents, forces, conditions or circumstances beyond its control.

5. Owner shall be responsible for securing and maintaining in force all necessary permits from the owner of the premises upon which display is to be installed, and for all other private permissions necessary for the maintenance, use and existence of display. EAGLE SIGN CO shall apply for public permits. Only the cost of normal permit applications is included in this proposal. Buyer shall be responsible for any and all costs incurred should procedures other than normal permit applications be required. EAGLE SIGN CO shall not be obligated to commence construction of display until public permits have been issued. If public permits are denied after every reasonable effort by both parties to secure same, then this agreement shall terminate without liability to either party.

6. Buyer shall bring feed wires of suitable capacity and approved type to the locations of the display, and make connection thereto, and shall pay for all electrical energy used by display and shall be responsible for the supply thereof in the event substantially adverse building or soil conditions or underground obstructions are encountered at delivery site. In the event of such adverse building or soil conditions or underground obstructions, owner agrees that Eagle Sign Co. shall be allowed to increase the price quoted in this proposal to the extent of Eagle Sign Co.’s additional costs.

7. Owner shall be responsible for locating all property lines and utility easements and existing utilities located within or on the real estate on which the display is to be constructed.

8. EAGLE SIGN CO unconditionally warrants the signs against defective workmanship and materials for 1 year from date of shipment or installation, if installation is effected by EAGLE SIGN CO Any part found by EAGLE SIGN CO to be defective due to faulty workmanship or materials within the warranty period will be repaired or replaced f.o.b. point of production. EAGLE SIGN CO SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES OF ANY KIND OR NATURE WHATSOEVER, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. EAGLE SIGN CO shall not be liable for any incidental or consequential damages or losses. Owners sole and exclusive remedy against EAGLE SIGN CO for the breach of its express warranty contained herein shall be the replacement of such defective work or material.

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Grimes, Iowa, 50111

515-243-5663 ▪ Fax: 515-243-5313

REMIT TO: 605 SW 37th St., Grimes, Iowa, 50111

PROPOSAL

Proposal #: 31523

9. Payment for items purchased under the terms of this agreement will be made upon receipt of invoices submitted. In the event payment is not made within thirty (30) days of the invoice date, Buyer agrees to pay a service charge on past due amounts at the rate of 1½% per month. In the event this agreement is placed for collection with a collection agency or if litigation is commenced to collect amounts owed, Buyer shall be responsible for all costs incurred by Eagle Sign Co, including but not limited to its reasonable attorney's fees.

10. Title to all materials and property covered by this contract shall remain in EAGLE SIGN CO. and shall not be deemed to constitute a part of the realty to which it may be attached until the purchase price is paid in full. EAGLE SIGN CO. is given an express security interest in said material and property both erected and unerected notwithstanding the manner in which such personal property shall be annexed or attached to the realty and is authorized to file a financing statement perfecting this security interest. In the event of default by Buyer, including, but not limited to, payment of any amounts due and payable, EAGLE SIGN CO may at once (and without process of law) take possession of and remove, as and when it sees fit and wherever found, all material used or intended for use in this construction of said equipment and any and all property called for in this Agreement without being deemed guilty of trespass.

11. When this Agreement is signed by a duly authorized person of each party, this document shall constitute a binding contract and the entire agreement between the parties and shall supersede all other written or oral agreements. The parties agree that a signature communicated by facsimile or by e-mail shall Have the same effect as an original signature on an original document, and either party may prove the existence of a binding contract by producing a copy thereof with a signature obtained through electronic means (by facsimile or e-mail). This contract shall be governed by the laws of the state of Iowa.

12. Owner is liable for any and all state, local or federal taxes imposed upon this transaction, including but not limited to sales and/or use tax. Owner will be liable for the taxes even if the taxes are not included in the original invoice to Owner if the taxes are imposed by a governing body after invoicing.

13. The Iowa District Court in and for Polk County, Iowa shall have exclusive jurisdiction of all actions of any kind or nature whatsoever arising out of the work to be performed pursuant to this proposal including but not limited to any action by EAGLE SIGN CO to collect amounts owed to it pursuant to the terms of this proposal and any corresponding invoice, and the parties consent to exclusive jurisdiction and venue in said court.

THIS PROPOSAL DOES NOT BECOME EFFECTIVE UNTIL SIGNED AND DATED BY THE COMPANY.

THE ABOVE PRICES, SPECIFICATIONS, AND CONDITIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED. YOU ARE AUTHORIZED TO DO THE WORK AS SPECIFIED. PAYMENT WILL BE MADE AS OUTLINED ABOVE.

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REMIT TO: 605 SW 37th St., Grimes, Iowa, 50111

PROPOSAL

Proposal #: 31523

Proposal Date: 05/21/26
Customer #: CRM017306

SALESPERSON: _____ DATE: _____

ACCEPTED BY: _____ TITLE: _____

SIGNATURE: _____ DATE: _____

Memo

TO: Mayor and Council members
FROM:
DATE: May 28, 2026
RE: Resolution Approving Professional Services Agreement with LifeTime Tennis - 2026 Summer Tennis Program

SYNOPSIS:
Please find attached an agreement for Independent Contractor Services between the City of Clive and Life Time Tennis.

Life Time Tennis will develop, staff and run the programs titled Youth Tennis Lessons and Performance Tennis Lessons and the following dates and times:

Youth Tennis
Session 1: June 8, 9, 10, 15, 16 and 17
Session 2: June 22, 23, 24, 29, 30 and July 1
Session 3: July 6, 7, 8, 13, 14, and 15
Times for all sessions are as follows: 6 - 9 years of age - 5:30 p.m. to 6:30 p.m. and 10 - 14 years of age - 6:30 p.m. to 7:30 p.m.
Location: Campbell Park Tennis Courts

Performance Tennis
Session 1: June 9, 13, 16, and 30
Session 2: July 7, 14, 21, and 28
Times for all sessions are 7:30 p.m. - 9:00 p.m.
Location: Campbell Park Tennis Courts

Fee is $65 per participant in Youth Tennis Lessons and $125 per participant for Performance Tennis. The City will pay contractor (Life Time Tennis) 80% of the gross registration fee, payable by the City within 30 days from first class date.

Attachments:
1. Resolution
2. Contractor Agreement - Life Time Tennis

RESOLUTION NO. _____

RESOLUTION APPROVING PROFESSIONAL SERVICES AGREEMENT WITH LIFETIME TENNIS FOR 2026 PROGRAMMING

WHEREAS, the City has a need for instructors with expertise in tennis programming;

WHEREAS, the contractor will provide a service to the City, supplying programming, curriculum, and instructors/staffing; and

WHEREAS, the City is planning this agreement and the associated lessons to supplement other recreation program offerings; and

WHEREAS, the City and Life Time Tennis both desire to enter a Professional Services Agreement to provide programming for 2026.

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

That the Professional Services Agreement with Life Time Tennis regarding tennis lessons is hereby approved and accepted by this City Council and the Mayor is hereby authorized and directed to execute said agreement on behalf of the City; and the City Clerk is hereby authorized and directed to attest to the signature of the Mayor to same.

PASSED AND APPROVED this ____ day of _____, 2026.

By_____
John Edwards, Mayor

ATTEST:

_____
Matthew Graham, City Clerk

AGREEMENT FOR INDEPENDENT CONTRACTOR SERVICES

This Agreement for Independent Contractor Services (Agreement) is made and entered into by and between the City of Clive (City) and ____Life Time Tennis____ (Contractor). City agrees to engage the services of Contractor and the Contractor agrees to perform services upon the terms and conditions of this Agreement.

SERVICES

Contractor and City have agreed to the following:

1. Contractor will develop a program with the agreed title of Youth Tennis Lessons/Performance Tennis Lessons.
2. Contractor will personally oversee the program and provide any necessary staff or volunteers.
3. City will provide assistance with check in on first day of session, and leave water jugs on court each day.
4. Class sessions are as follows **(INSTRUCTOR SHOULD ARRIVE AT LEAST 10 MINUTES PRIOR TO SESSION):**

   Youth Tennis

   a. Session 1 – June 8, 9, 10, 15, 16, and 17
   b. Session 2 – June 22, 23, 24, 29, 30 and July 1
   c. Session 3 – July 6, 7, 8, 13, 14, and 15
   d. Times for all sessions are as follows: 6-9 Yr Olds – 5:30pm-6:30pm, 10-14 Yr Olds – 6:30pm-7:30pm

   Performance Tennis

   a. Session 1 – June 9, 16, 13, and 30
   b. Session 2 – July 7, 14, 21, and 28
   c. Times for all sessions are 7:30pm-9:00pm

5. Classes for Youth Tennis Lessons will be held on Mondays, Tuesdays and Wednesdays at Campbell Park Tennis Courts, and Performance Tennis on Tuesdays ONLY. Life Time Fitness facility has agreed to host our classes in the event of extreme heat or rain.
6. Contractor's program will be included in the City's standard print, electronic and social media promotional platforms as appropriate.
7. City will administer the registration process and accept fees for Contractor's program.
8. City requires, and will perform, criminal background checks on Contractor, Contractor's staff and volunteers.
9. Contractor will provide City with completed Clive Background Check Authorization a minimum of one business day prior to change in staff of volunteers for program.
10. Upon completion of this agreement, Contractor will immediately return all keys/access cards to City.

COMMUNICATION

Contractor will communicate primarily with Jon Gibbs, Recreation Coordinator, (515) 490-7550, jgibbs@cityofclive.com) or his/her designee as the primary contact from City.

TERM & TERMINATION

The term of this Agreement shall commence upon execution of this Agreement and shall terminate upon the completion of the Services by Contractor, which will be approximately July 28th 2026 unless the term is extended by written consent of the parties or is earlier terminated by either party providing thirty (30) days prior written notice of termination to the other party. Upon termination, Contractor will stop its work in an orderly manner as soon as practical. City agrees to pay Contractor for all Services provided through the date of termination.

FEES, CHARGING, BILLING, & PAYMENT

Contractor and City have agreed to charge a registration fee of $65.00 per participant (Youth Tennis Lessons) and $125 per participant (Performance Tennis). City will pay contractor 80% of gross registration fees. City will provide a class roster and attendance roster on first class date. Contractor's 80% of gross revenue shall be payable by City within 30 days from first class date.

INDEPENDENT CONTRACTOR

It is understood that in connection herewith, Contractor shall be acting as an independent contractor and shall act only in the capacity of Contractor and not as employee, officer or agent of City and will not be deemed for any purpose to be an employee of City. Neither party shall be authorized to commit or bind the other party in any manner. Contractor shall have no power or right to incur liabilities or obligation for, on behalf of, or in the name of City. City shall not be liable to Contractor for any expenses Contractor incurs unless otherwise agreed to in writing by the City. Contractor is not eligible for, nor entitled to, and shall not participate in any of City's pension, health, or other fringe benefits plans.

1. Contractor will perform a service to the citizens of Clive that would otherwise not be performed.
2. Contractor will have full authority to hire and supervise assistants and to purchase and use his/her own equipment in providing service. Profit or loss for the program will be under the Contractor's control.
3. Contractor may provide similar services for other Cities or citizens.
4. This relationship will end upon completion of services.
5. Contractor will set his/her own schedule, (other than previously agreed upon dates and times for program) and will determine how the services are performed in consultation with City representative.

Contractor will be responsible to pay all taxes incurred by Contractor in connection with the services provided herein. City will not be responsible for unemployment compensation or worker's compensation for Contractor.

The City will report payments to Contractor to the IRS as required by law. Contractor will provide IRS form W-9 to City when this Agreement is signed. If Contractor is unable to perform services required by this Agreement, Contractor will notify City at the earliest possible time.

BACKGROUND/CRIMINAL/DRUG CHECKS

All Contractors, Contractor's employees and Volunteers will submit to background and criminal checks upon completion of this Agreement. Failure to comply with the above or to pass within the City's standards will end this Agreement.

INSURANCE

Contractor shall maintain insurance coverage at its own expense, including general liability coverage and workers compensation if Contractor has employees. Contractor shall carry general liability insurance with limits of $1,000,000

per occurrence/$2,000,000 aggregate. Contractor will also name the City as additional insured, and provide a certificate noting additional insured endorsement.

INDEMNITY

Each party agrees to indemnify and hold the other party, and each of their officers, directors, employees, agents, contractors and representatives harmless from and against any and all losses, claims or damages (including reasonable attorney's fees and expenses) arising out of or relating to this Agreement

ASSIGNMENT

This Agreement shall be binding upon each party. Neither party shall sell, assign, or subcontract any right or obligation hereunder without the prior written consent of the other party.

NOTICES

Any notices required or permitted hereunder shall be deemed given if contained in a written instrument delivered at the address set forth below.

SEVERABILITY

If any of the provisions of this Agreement are held to be invalid or unenforceable, the validity, legality and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby.

ENTIRE AGREEMENT

This Agreement constitutes the entire agreement with respect to its subject matter. This agreement cannot be amended, modified or supplemented in any respect except by subsequent written agreement entered into by the parties.

GOVERNING LAW

This Agreement has been executed and delivered in the State of Iowa and the interpretation thereof shall be governed by the laws of the State of Iowa.

DISCRIMINATION

The Contractor, in performance of their service for City, shall comply with the City of Clive Anti-Discrimination Policy.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the _____ day of _____, _____.

City of Clive	**Independent Contractor**
Print: _____	Print: _____
Sign: _____	Sign: _____
Title: _____	Address: _____

1900 NW 114th Street
Clive, Iowa 50325

_____

SSN/FEIN: _____

Names of Contractor's Staff or Volunteers (if any)

_____

_____

_____

Memo

TO: Mayor and Council members
FROM: Ryan Mayer, Construction Services Administrator
DATE: May 28, 2026
RE: Resolution Accepting First Amendment To Storm Sewer And Overland Flowage Easement - 18150 Alpine Dr.

SYNOPSIS:
The owner of Lot 16, Shadow Creek Plat 9, 18150 Alpine Dr. has requested an amendment to an existing storm sewer and overland flowage easement for installation of a fence within the easement area. The proposed project has been reviewed by City staff who have determined that the installation will not affect the City's ability to maintain the infrastructure within the easement.

Staff recommends approval of the attached Resolution Accepting First Amendment to Storm Sewer And Overland Flowage Easement.

Attachments:
1. First Amendment To Storm Sewer and Overland Flowage Easement - Signed
2. 18150 Alpine Dr - Resolution

Return to: City Clerk, City of Clive, 1900 NW 114th Street, Clive, IA 50325
Prepared by: Grant Nixon, City of Clive, 1900 NW 114th Street, Clive, IA 50325; 515-223-6221

FIRST AMENDMENT TO STORM SEWER AND OVERLAND FLOWAGE EASEMENT

This First Amendment to Private Storm Sewer and Overland Flowage Easement (hereinafter called "Amendment") is entered into by and between Matthew Harris and Megan Harris (hereinafter called "Property Owners") and the CITY OF CLIVE, IOWA, a municipal corporation (hereinafter called "City").

WHEREAS, Property Owner owns that property known as 18150 Alpine Dr. and legally described as Lot 16 of Shadow Creek Plat 9, an Official Plat, now included in and forming a part of the City of Clive, Dallas County, Iowa (hereinafter called "Property"); and

WHEREAS, a Declaration of Private Storm Sewer and Overland Flowage Easement was previously entered on November 19, 2021 and recorded in Book 2021 Page 34032 of the Dallas County Recorder (hereinafter called "Easement"), which prohibited the erection of any structure within the easement area; and

WHEREAS, the Property Owner desires to install a fence (hereinafter called "Project") on the Property, which encroaches into the Easement, and the City has agreed to consent to the installation of the Project within the easement area, subject to the conditions set forth in Section 1 of this Amendment.

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

1. CITY CONSENT TO INSTALLATION OF PROJECT. The City hereby consents to the installation of the Project, which is located within the Easement, 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(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.

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 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 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 Amendment by the City Clerk.

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

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

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

Dated this 18th day of May, 2026.

By: _____
Matthew Harris

By: _____
Megan Harris

STATE OF IOWA)
) SS:
COUNTY OF Polk)

Subscribed and sworn to before me by Matthew Harris on this 18th day of May 2026.

_____
Notary Public in and for the State of Iowa

My commission expires: 6/3/28

Stephanie Jean Marquardt
Commission Number 839870
My Commission Expires
June 3, 2028

STATE OF IOWA)
) SS:
COUNTY OF Polk)

Subscribed and sworn to before me by Megan Harris on this 18th day of May 2026.

_____
Notary Public in and for the State of Iowa

My commission expires: 6/3/28

Stephanie Jean Marquardt
Commission Number 839870
My Commission Expires
June 3, 2028

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 _____, 2026, 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 _____, 20__, 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 ACCEPTING
FIRST AMENDMENT TO STORM SEWER AND OVERLAND FLOWAGE EASEMENT FOR
SHADOW CREEK PLAT 9, LOT 16 – 18150 ALPINE DRIVE

WHEREAS, the owner of Shadow Creek Plat 9, Lot 16 in the City of Clive, Iowa (the "Property") has submitted to the City of Clive a First Amendment to Storm Sewer and Overland Flowage Easement to permit the installation of a fence within the easement area on the Property; and

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

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

That the First Amendment to Storm Sewer and Overland Flowage Easement (hereinafter called "Amendment") regarding Shadow Creek Plat 9, Lot 16, is hereby accepted and approved by the City Council of the City of Clive, that the Mayor is hereby authorized to execute such 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 Amendment with the Dallas County Recorder.

PASSED AND APPROVED this 28th day of May, 2026.

By: _____
John Edwards, Mayor

ATTEST:

_____
Matthew D. Graham, City Clerk

Memo

TO: Mayor and Council members
FROM: Ryan Mayer, Construction Services Administrator
DATE: May 28, 2026
RE: Resolution Accepting First Amendment To Surface Water Flowage Easement - 2704 NW 152nd Street

SYNOPSIS:
The owner of Lot 8 of Deer Ridge West Plat 3 has requested an amendment to an existing surface water flowage easement for installation of a fence within the easement area. The proposed project has been reviewed by City staff who have determined that the installation will not affect the City's ability to maintain the infrastructure within the easement.

Staff recommends approval of the attached Resolution Accepting First Amendment to Surface Water Flowage Easement.

Attachments:
1. 2704 NW 152nd Str - Resolution
2. 2704 NW 152nd Str - First Amendment - Signed

RESOLUTION NO. _____

RESOLUTION ACCEPTING
FIRST AMENDMENT TO SURFACE WATER FLOWAGE EASEMENT FOR
DEER RIDGE WEST PLAT 3, LOT 8 – 2704 NW 152ND STREET

WHEREAS, the owner of Deer Ridge West Plat 3, Lot 8 in the City of Clive, Iowa (the "Property") has submitted to the City of Clive a First Amendment to Surface Water Flowage Easement to permit the installation of a fence within the easement area on the Property; and

WHEREAS, City desires to accept the First Amendment to Surface Water Flowage Easement.

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

That the First Amendment to Surface Water Flowage Easement (hereinafter called "Amendment") regarding Deer Ridge West Plat 3, Lot 8, is hereby accepted and approved by the City Council of the City of Clive, that the Mayor is hereby authorized to execute such 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 Amendment with the Dallas County Recorder.

PASSED AND APPROVED this 28th day of May, 2026.

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: Dan Lass, City of Clive, 1900 NW 114th Street, Clive, IA 50325; 515-223-6221

FIRST AMENDMENT TO SURFACE WATER FLOWAGE EASEMENT

This First Amendment to Surface Water Flowage Easement (hereinafter called "Amendment") is entered into by and between Christian Fasselius and Jessica Fasselius (hereinafter called "Property Owners") and the CITY OF CLIVE, IOWA, a municipal corporation (hereinafter called "City").

WHEREAS, Property Owner owns that property known as 2704 NW 152nd St and legally described as Lot 8 of Deer Ridge West Plat 3, an Official Plat, now included in and forming a part of the City of Clive, Dallas County, Iowa (hereinafter called "Property"); and

WHEREAS, a Declaration of Surface Water Flowage Easement was previously entered on January 29, 2004 and recorded in Book 2004 Page 1310 of the Dallas County Recorder (hereinafter called "Easement"), which prohibited the erection of any structure within the easement area; and

WHEREAS, the Property Owner desires to install a fence (hereinafter called "Project") on the Property, which encroaches into the Easement, and the City has agreed to consent to the installation of the Project within the easement area, subject to the conditions set forth in Section 1 of this Amendment.

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

1. CITY CONSENT TO INSTALLATION OF PROJECT. The City hereby consents to the installation of the Project, which is located within the Easement, provided that all of the following conditions are met:

(a) Project is installed and maintained so that it does not impede and use and enjoyment of the land within the Easement.

(b) Project is installed and maintained so that it does not impede the flow of surface water within the Easement.

(c) Project is installed and maintained so that the lowest horizontal member of the fence shall be a minimum of 4" above grade or shall be open style to allow the conveyance of storm water through the easement.

2. 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.

3. RUNS WITH THE LAND. This 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.

4. APPROVAL BY CITY COUNCIL. This 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 Amendment by the City Clerk.

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

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

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

Dated this 22 day of May, 2026.

By: _____
Christian Fasselius

By: _____
Jessica Fasselius

STATE OF IOWA)
) SS:
COUNTY OF Polk)

Subscribed and sworn to before me by Christian Fasselius on this 22 day of May 2026.

_____
Notary Public in and for the State of Iowa

My commission expires: 4/5/2028

MATTHEW GRAHAM
Commission Number 762439
My Commission Expires
April 5, 2028

STATE OF IOWA)
) SS:
COUNTY OF Polk)

Subscribed and sworn to before me by Jessica Fasselius on this 22 day of May 2026.

_____
Notary Public in and for the State of Iowa

My commission expires: 4/5/2028

MATTHEW GRAHAM
Commission Number 762439
My Commission Expires
April 5, 2028

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 _____, 2026, 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 _____, 20__, 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:_____

Memo

TO: Mayor and Council members
FROM: Amanda Grutzmacher, Senior Planner
DATE: May 28, 2026
RE: Resolution Approving Agreement to Complete Improvements Emerald Isle Townhomes Plat 1

SYNOPSIS:
the Final Plat of Emerald Isle Townhomes Plat 1 was recorded in November 2025 after the developer entered into an Agreement to Complete Public Improvements. Due to finances, the developer now is requesting to complete the remaining buildings related to the Emerald Isle Townhomes development in phases. To facilitate occupancy of the completed dwelling units through the remaining phased development, an updated agreement is required.

Staff recommends approval of the attached Agreement to Complete Improvements - Emerald Isle Townhomes Plat 1.

Attachments:
1. 2026 Agreement to Complete
2. Resolution ATC Improvements

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

AGREEMENT TO COMPLETE IMPROVEMENTS
EMERALD ISLE TOWNHOMES PLAT 1

THIS AGREEMENT made and entered into as of the _____ day of May 2026, by and between Emerald Isle Land, LLC ("Developer"), and the City of Clive, Iowa, an Iowa municipal corporation ("City").

WHEREAS, the Final Plat of Emerald Isle Townhomes Plat 1 (“Plat”), was recorded on November 5, 2025, in the records of the Dallas County Recorder at Book 2025 Page 19157; and

WHEREAS, Developer and City have previously entered into an Agreement to Complete Public Improvements – Emerald Isle Townhomes Plat 1, available in the records of the Dallas County Recorder at Book 2025 Page 19164; and

WHEREAS, the Developer and City desire to allow for occupancy of the dwelling units in Emerald Isle Townhomes Plat 1 through phased development; and

WHEREAS, certain such public and development improvements have not yet been completed by Developer to the satisfaction of City; and

WHEREAS, Developer is desirous of installing such public and development improvements in accordance with the regulations and requirements of City subject to the terms and conditions of this Agreement.

NOW, THEREFORE, for and in consideration of City granting occupancy of the dwelling units in Emerald Isle Townhomes Plat 1 through phased development and in further consideration of the mutual promises and covenants herein contained, the parties hereto do hereby agree as follows:

1. Developer and City agree to mutual termination of the Agreement to Complete Public Improvements – Emerald Isle Townhomes Plat 1. Said agreement is superseded by this Agreement to Complete Improvements Emerald Isle Townhomes Plat 1 and is of no further value to the parties.

2. The City Clerk is hereby directed to return to the Developer any bonds or checks securing the completion of the public improvements under the Agreement to Complete Public Improvements – Emerald Isle Townhomes Plat 1.

3. City hereby acknowledges that the Developer has completed the work specified in the approved construction plans and drawings for the Plat including the installation of the water, sanitary sewer and storm sewer lines, and pavement (collectively, the "Improvements"), with the exception of the items listed on Exhibit A. All items listed in Exhibit A work shall be performed in accordance with City specifications and shall be completed prior to December 1, 2026, or issuance of any certificates of occupancy for Lots in the Plat.

4. City hereby agrees to issues certificates of occupancy for Lots in the Plat per the development phases and completion of work identified in Exhibit B.

2. Developer agrees to pay to City upon receipt of a bill therefor, an amount equal to all actual costs incurred by the City of Clive for legal services, engineering services and services of other persons or entities employed by the City, or any way involved in, the review and inspection of said Plat and public utility extensions contemplated thereby including but not limited to streets, sidewalks, water lines, sanitary sewer lines, storm sewer lines, street lights, electrical lines, gas lines, cablevision lines, telephone lines, water retention areas and all other improvements intended for public use or benefit or to be constructed or caused to be constructed by Developer.

4. Developer further agrees that at the time the public improvements are accepted, Developer shall cause 4-year maintenance bonds to be issued to the City in connection with the Improvements defined in paragraph 3.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written.

(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.

EMERALD ISLE LAND, LLC

Arun Kalra, managing member

STATE OF IOWA)
) ss:
COUNTY OF Polk)

This record was acknowledged before me this 20 day of May 2026, by Arun Kalra as managing member of Emerald Isle Land, LLC.

NOTARIAL SEAL IOWA
DYLAN KIBBIE
Commission Number 849195
MY COMMISSION EXPIRES
JUNE 30, 20[illegible]

Notary Public in and for the State of Iowa

My Commission expires: 6/30/26

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 _____, 2026, 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 _____, 2026, and that John Edwards and Matthew D. Graham acknowledged the execution of said instrument to be their voluntary act and deed and the voluntarily act and deed of the corporation, by it voluntarily executed.

_____
Notary Public in and for the State of Iowa

My commission expires:_____

EXHIBIT "A"

PUBLIC IMPROVEMENTS PUNCH LIST

Prior to issuance of any certificates of occupancy for Lots 1 through 41, Emerald Isle Townhomes Plat 1 the public improvements must be complete. The following items related to public improvements must be addressed prior to City Council acceptance.

1. Remove tape attaching triview tracer wire stations to hydrants. Wire stations must be independently and properly buried.
2. Install rodent guards on the subdrain connections to Storm Intake #7 on Sheridan Avenue.
3. In the regional detention area,
    a. Reattach the safety grate at the 36" discharge pipe.
    b. Grout pipes that were installed in the 42" SW-401 structure.
4. Complete construction activities related to the receiving curb ramp in the southwest quadrant of the NW 156th Street and Sheridan Avenue intersection. The elevated existing grades adjacent the new ramp and sidewalk need pulled back to blend with the adjacent yard.
    a. Contact your earthwork contractor or similar to regrade the area to a maximum 4:1 slope and backfill around the poured ramp. Complete finish grading activities.
    b. Remove the plastic from ADA ramp panels.
    c. Place sod over the disturbed area.
5. Submit As-builts. This As-builts set must include:
    a. Sanitary Sewer. Indicate the design and constructed materials and conditions for rims, pipe slopes, and elevations.
    b. Ramps. Indicate the design and constructed conditions for elevations of sidewalk and trail ramps.
6. Submit 4-year maintenance bonds for public improvements. A bond was received for the Sheridan extension pavement. Please provide the required bonds for the Sheridan extension subgrade preparation, public sanitary sewer mains, public water mains, and Sheridan extension storm sewer.

EXHIBIT "B"

DEVELOPMENT IMPROVEMENTS PUNCH LIST

Section 1. Prior to issuance of any certificates of occupancy for Lots 1 through 41, Emerald Isle Townhomes Plat 1, the following items must be addressed.

1. Perform general site cleanup including removal of all debris/concrete piles, form boards, destroyed/unused silt sock, trash, etc. with particular attention to the shared east property line. Re-install erosion control baskets in all intake structures after cleaning.
2. Complete finish grading activities and establish seed or hydraseed in the following areas:
    a. All areas on the site east of NW 155th Street, including the Emerald Isle Drive right-of-way that is not sodded. Particularly, finish grading is needed around the water valve box in the NE quadrant of the private street intersection with Emerald Isle Drive.
    b. All areas on the site north of the Phase 1 sod line, including the NW 156th Street right-of-way.
    c. Between the new sidewalk recreation trail and Sheridan Avenue, including around the sidewalk ramps.
    d. Along the north side of the Sheridan Avenue, including around the sidewalk ramp.
    e. In and around the drainageway, including repair of erosion near FES
    f. In and around the bioretention cell north of Building 2. This bioretention cell must be finished to a maintainable/mowable temporary condition until Lots 13-19 are constructed, at which time the bioretention cell is required to be completed to the original design.
3. Establish or re-establish erosion and sediment control, as follows. All erosion control BMPs must meet SUDAS specifications.
    a. Replace the failed silt fence along the east property line. Install J-hook sections on the north portion. Regular silt fence can be used for the south half until the fence referenced in punch list item 3e has been installed. Modified erosion controls may be necessary after fence installation.
    b. Install silt fence on the south edge of the drainageway east of NW 155th Street. The silt fence shall be maintained until the drainageway has been stabilized.
    c. Install and stake in a new silt sock at the following locations:
        i. On the south side of the Sheridan Avenue trail
        ii. Back of curb on Dawson Place
    d. Rock checks are needed at the following locations. Rock check specifications can be found in SUDAS Chapter 7 - Erosion and Sediment Control starting on page 59.

i. Two rock checks in the drainageway west of NW 155th Street. Place so one rock check is north of Lot 23 (15547) and one is north of Lot 20 (15579).
ii. Two rock checks in the drainageway east of NW 155th Street. Place so one rock check is located approximately in line with the east property line and the other is placed near the midpoint of the drainageway going west.
iii. Two rock checks in the bioretention along the west property line. Place so there is one rock check on each side of the termination of Dawson Place.

Section 2. Temporary Certificates of Occupancy may be issued for Lots 1 through 12 at staff discretion dependent on status of the following items; however, no permanent Certificates of Occupancy shall be issued until these items have been addressed. Provide staff with documentation/correspondence with the appropriate entities that correction of the following items has been scheduled.

1. Finish the bioretention cell west of Building 1 (Lots 1 through 6) in accordance with the detail on Sheet C6.1 and Sheet C5.1.
    a. Fix scouring between the rain guardian outfall and the bioretention cell. TRM recommended. Deposited sediment on top of the mulch will need to be carefully removed (limiting compaction) and additional media/mulch applied.
    b. Provide an As-built. As-builts must include the grade and elevation details for stormwater features and associated structures and pipes. Constructed survey is required for elevations of all rims and the inverts of all flow lines. Deviation from the design conditions may require resubmittal of the model.
    c. Install the bio-retention cell plantings spaced 12" on center. Plant larger species in groups of 3 to 5 plants and smaller species in groups of 5 to 9 plants.
2. Contact MidAmerican Energy regarding installation of a guy wire extension bar on one of their poles adjacent to NW 156th Street. The guy wire in its existing state interferes with pedestrian movements. The pole in question is approximately 200 feet south of the Sheridan Avenue centerline.
7. Installation of streetlights on Sheridan Avenue, Dawson Place, Rocklyn Place, and NW 155th Street. A new meter needs to be installed for the streetlights to support installation. An estimate from Webster Electric was received for the Sheridan Avenue lights, but no streetlights have been installed. Staff anticipate a new meter will be set for the lights so the Homeowners Association can be billed.
8. Complete installation of 8-foot-wide sidewalk recreation trail along the south side of the Sheridan Avenue extension east of private drive.
9. Installation of private street signs at the following locations. Provide documentation that street signs have been ordered and anticipated delivery and install dates.
    a. Intersection of Sheridan Avenue and NW 155th Street
    b. Intersection of Sheridan Avenue and NW 156th Street
    c. Intersection of Rocklyn Place and NW 155th Street

d. Intersection of Dawson Place and NW 155th Street

e. Intersection of Emerald Isle Drive and NW 155th Street

3. Installation of 6' wooden privacy fence on east property line, as shown on Sheet C6.1 fence detail. At a minimum, the Phase 1 fence installation requires the portion of fence beginning at a 20' property line setback from the Emerald Isle Drive property line and extending approximately 230 linear feet north (23 – 10 foot fence panels).

Section 3. Prior to issuance of any Certificates of Occupancy on Lots 13 through 41 the following items shall be addressed. This is not an exhaustive list of items required for Certificates of Occupancy on Lots 13 through 41; additional construction phases will require independent punch lists and inspections.

1. Completion of sidewalk along Emerald Isle Drive east of the private drive intersection to the east property line.
2. Installation of 6' wooden privacy fence on east property line, as shown on Sheet C6.1 fence detail from the point of termination of the Phase 1 fence installation to approximately 35 feet south of the north property line.
3. Replace the cracked sidewalk panel adjacent to Building 2 (Lots 7 through 12).
4. Construct the remaining bioretention cells in accordance with the detail on Sheet C6.1 and Sheet C5.1 with the phasing of construction indicated below. Please contact the Water Resources Engineer prior to construction to coordinate inspection needs.

    a. The bioretention cell located north of Lots 7 through 12 and south of Lots 13 through 18 shall be completed and As-built provided prior to issuance of any Certificates of Occupancy on Lots 13 through 18. As-builts must include the grade and elevation details for stormwater features and associated structures and pipes. Constructed survey is required for elevations of all rims and the inverts of all flow lines. Deviation from the design conditions may require resubmittal of the model.

    b. The bioretention cell located between the future townhome building on Lots 19 through 24 and NW 156th Street shall be completed and As-built provided prior to issuance of any Certificates of Occupancy on Lots 19 through 24. As-builts must include the grade and elevation details for stormwater features and associated structures and pipes. Constructed survey is required for elevations of all rims and the inverts of all flow lines. Deviation from the design conditions may require resubmittal of the model.

5. Complete construction and installation of park improvements in-lieu of parkland dedication consistent with Sheet C5.2. The park improvements shall be completed prior to issuance of any Certificates of Occupancy for Lots 19 through 29.

    a. Install the Flexamat erosion control bed

    b. Construction of the rosetta stone spillway and retaining wall within the drainage way

    c. Installation and establishment of no mow grass, native landscaping, and trees

    d. Installation of park bench

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

RESOLUTION NO. ____

RESOLUTION APPROVING AGREEMENT TO COMPLETE IMPROVEMENTS
EMERALD ISLE TOWNHOMES PLAT 1

WHEREAS, the Final Plat of Emerald Isle Townhomes Plat 1 ("Plat"), was recorded on November 5, 2025, in the records of the Dallas County Recorder at Book 2025 Page 19157; and

WHEREAS, Developer and City have previously entered into an Agreement to Complete Public Improvements – Emerald Isle Townhomes Plat 1, available in the records of the Dallas County Recorder at Book 2025 Page 19164; and

WHEREAS, the Developer and City desire to allow for occupancy of the dwelling units in Emerald Isle Townhomes Plat 1 through phased development; and

WHEREAS, certain such public and development improvements have not yet been completed by Developer to the satisfaction of City; and

WHEREAS, Developer is desirous of installing such public and development improvements in accordance with the regulations and requirements of City subject to the terms and conditions of this Agreement.

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

1. That the Agreement to Complete Improvements is hereby accepted and approved by the City Council of the City of Clive, Iowa.

PASSED AND APPROVED THIS _____ day of _____, 2026.

CITY OF CLIVE, IOWA

By _____
John Edwards, Mayor

ATTEST:

_____
Matthew D. Graham, City Clerk

Memo

TO: Mayor and Council members
FROM: Amanda Grutzmacher, Senior Planner
DATE: May 28, 2026
RE: Resolution Approving Emerald Isle Townhomes Plat 1 Off-Site Regional Stormwater Detention Basin Agreement

SYNOPSIS:
The Final Plat of Emerald Isle Townhomes Plat 1 was recorded in November 2025 after the developer entered into an Agreement to Complete Public Improvements. Due to finances, the developer now is requesting to complete the remaining buildings related to the Emerald Isle Townhomes development in phases. The downstream stormwater detention facility cannot be completed at this time due to the need to serve as a sediment basin for the remaining development activity. To facilitate occupancy of the completed dwelling units through the remaining phased development, an Off-Site Regional Stormwater Detention Basin Agreement is required.

In addition to granting occupancy to the completed dwelling units, the Agreement recognizes excess capacity created by the detention basin beyond what is needed to accommodate the townhomes development. The City property to the north and the adjacent property to the east (Rhiner) are benefited properties. Staff has calculated the stormwater benefit for the two properties to be valued at $203,625.71. At the time of execution of the Agreement, the City will pay an initial $152,719.28 and the remaining $50,906.42 will be kept as retainage for completion of the basin construction.

Staff recommends approval of the attached Emerald Isle Townhomes Plat 1 Off-Site Regional Stormwater Detention Basin Agreement.

Attachments:
1. 2026 Stormwater Agreement
2. Resolution Stormwater Agreement

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

EMERALD ISLE TOWNHOMES PLAT 1
OFF-SITE REGIONAL STORMWATER DETENTION BASIN AGREEMENT

THIS AGREEMENT made and entered into as of the _____ day of May 2026, by and between Emerald Isle Land, LLC ("Developer"), and the City of Clive, Iowa, an Iowa municipal corporation ("City").

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

WHEREAS, City approved a Zoning Change and Development Agreement on April 14, 2022, in the records of the Dallas County Recorder at Book 2022 Page 9096; and

WHEREAS, the City approved a Site Plan and Preliminary Plat for Emerald Isle Townhomes Plat 1 on August 11, 2022, which was amended and administratively approved on August 11, 2023; and

WHEREAS, the City approved a 1st Amendment to Zoning Change and Development Agreement on August 11, 2023, in the records of the Dallas County Recorder at Book 2023 Page 12046; and

WHEREAS, the Zoning Change and Development Agreement, as amended, and the Site Plan and Preliminary Plat, outlined the obligations of the Developer with respect to the construction of stormwater management facilities, including construction of an off-site regional stormwater detention basin ("Detention Facility Improvements"); and

WHEREAS, in addition to the Lots in Emerald Isle Townhomes Plat 1, the Detention Facility Improvements provide benefits to property owned by the City and Rhiner, legally described on Exhibit "B"; and

WHEREAS, the City granted a Temporary Construction Easement to Emerald Isle Land, LLC, on July 7, 2023, as shown in Exhibit "C"; and

WHEREAS, Developer and City entered into the "Sheridan Avenue" Private Drive and Linear Parkway Maintenance Agreement ("Maintenance Agreement") on October 23, 2025, in the records of the Dallas County Recorder at Book 2025 Page 19158; and

WHEREAS, the Final Plat of Emerald Isle Townhomes Plat 1 ("Plat"), was recorded on November 5, 2025, in the records of the Dallas County Recorder at Book 2025 Page 19157; and

WHEREAS, the Detention Facility Improvements continues to function as a construction sediment basin for the remaining construction activity within Emerald Isle Townhomes Plat 1. Due to development phasing, it is not practical for the Developer to complete certain such improvements related to the Detention Facility Improvements to the satisfaction of City until construction activities in the Plat are substantially complete and the Lots and Outlot are stabilized.

NOW, THEREFORE, the parties hereto do hereby agree as follows:

1. Except as amended herein, each and every term, condition, warranty and provision of the Temporary Construction Easement shall remain in full force and effect, and such are hereby ratified, confirmed and approved by the parties hereto.

2. Each and every term, condition, warranty and provision of the Maintenance Agreement shall remain in full force and effect, and such are hereby ratified, confirmed and approved by the parties hereto.

3. Developer and City agree that the value of the City and Rhiner benefitted properties share of the Detention Facility Improvements Cost is Two Hundred and Three Thousand Six-Hundred and Twenty-Five Dollars and 71/100 ($203,625.71), as shown on Exhibit D.

4. The City agrees to reimburse Developer One Hundred and Fifty-Two Thousand Seven-Hundred and Nineteen Dollars and 28/100 ($152,719.28) at the time of execution of this Agreement.

5. The City agrees to reimburse Developer an additional retainage of Fifty Thousand Nine Hundred and Six Thousand Dollars and 42/100 ($50,906.42) at the time of final acceptance of the Detention Facility Improvements. If the Detention Facility Improvements are not accepted within 5-years of the date of this Agreement or the interim maintenance requirements in Exhibit "E" Section 2 are not completed as required, the City is authorized to utilize the retainage to complete the maintenance and construction activities necessary to restore the Detention Facility Improvements to its original design condition.

6. City hereby acknowledges that the Developer has completed the work specified in the approved construction plans and drawings for the Detention Facility Improvements, with the exception of the items listed in Exhibit E. All items listed in Exhibit E work shall be performed in accordance with City specifications.

7. City agrees to accept the Detention Facility Improvements as a public improvement and perform all future operation and maintenance associated with the Detention Facility Improvements at such time that all of the triggers set forth below have occurred:

   a. Seventy percent of the Lots have been issued a permanent Certificate of Occupancy by the City.

   b. Lots 19 through 29 have been issued a permanent Certificate of Occupancy by the City.

   c. Construction and installation of park improvements in-lieu of parkland dedication in the drainageway have been completed consistent with Sheet C5.2 of the Emerald Isle Townhomes Site Plan/Preliminary Plat.

   d. Any remaining Lots not granted a Certificate of Occupancy and Outlots have been vegetated and adequate erosion controls have been installed to reasonably mitigate the depositing of sediment from said land into the Detention Facility Improvements.

   e. An As-built grading plan has been provided to the City to substantiate that the size, capacity and function of the stormwater improvements in the Linear Parkway is consistent with the approved plans.

   f. An As-built grading plan has been provided to the City to substantiate that the size, capacity and function of Detention Facility Improvements is consistent with the approved plans.

   g. Completion of all work items listed in Exhibit E.

8. Developer agrees to pay to City upon receipt of a bill therefor, an amount equal to all actual costs incurred by the City of Clive for legal services, engineering services and services of other persons or entities employed by the City, or any way involved in, the review and inspection of said Detention Facility Improvements to be constructed or caused to be constructed by Developer.

9. Binding. Developer agrees that the terms and conditions of this Agreement shall be joint and severally binding upon and shall inure to the benefit of the heirs, successors and assigns of the respective parties hereto, and all of the terms and conditions of this Agreement shall constitute conditions, covenants and restrictions running with the land in perpetuity for the Property.

10. Amendment. This agreement shall not be amended, changed or modified without prior written consent of the City and Developer.

11. Effective. This Agreement is subject to and contingent upon approval by the Clive City Council.

12. Recording. This Agreement shall be recorded with the Dallas County, Iowa, Recorder.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written.

(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.

EMERALD ISLE LAND, LLC

Arun Kalra, managing member

STATE OF IOWA)
) ss:
COUNTY OF Polk)

This record was acknowledged before me this 20 day of May 2026, by Arun Kalra as managing member of Emerald Isle Land, LLC.

NOTARIAL SEAL IOWA
DYLAN KIBBIE
Commission Number 849195
MY COMMISSION EXPIRES
JUNE 30, 2026

Notary Public in and for the State of Iowa

My Commission expires: 6/30/26

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 _____, 2026, 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 _____, 2026, and that John Edwards and Matthew D. Graham acknowledged the execution of said instrument to be their voluntary act and deed and the voluntarily act and deed of the corporation, by it voluntarily executed.

_____
Notary Public in and for the State of Iowa

My commission expires:_____

EXHIBIT “A”
PROPERTY LEGAL DESCRIPTION

A PORTION OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 25, TOWNSHIP 79 NORTH, RANGE 26 WEST OF THE 5TH/ P.M., DALLAS COUNTY, IOWA; ALL MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF LOT 8, EMERALD ISLE PLACE, AN OFFICIAL PLAT, CLIVE, DALLAS COUNTY, IOWA; THENCE N00°15'20"E, A DISTANCE OF 48.61 FEET ALONG THE WEST LINE OF THE SOUTH 50.00 FEET OF ABANDONED RAILROAD RIGHT OF WAY NORTH OF AND ADJACENT TO SAID LOT 8 TO THE POINT OF BEGINNING; THENCE N00°15'50"E ALONG SAID WEST LINE OF SAID SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 25, A DISTANCE OF 126.66 FEET; THENCE S74°51'19"E, A DISTANCE OF 93.38 FEET; THENCE S86°58'34"E, A DISTANCE OF 253.43 FEET; THENCE S89°43'55"E, A DISTANCE OF 114.18 FEET; THENCE N01°39'59"E, A DISTANCE OF 48.13 FEET; THENCE S89°43'55"E, A DISTANCE OF 40.86 FEET; THENCE N00°016'05"E, A DISTANCE OF 160.77 FEET; THENCE S89°46'37"E, A DISTANCE OF 417.47 FEET; THENCE S00°13'23"W, A DISTANCE OF 124.07 FEET; THENCE S89°13'29"W, A DISTANCE OF 194.44 FEET; THENCE S80°02'08'W, A DISTANCE OF 91.85 FEET; THENCE S58°52'41"W, A DISTANCE OF 122.67 FEET; THENCE N89°44'45"W, A DISTANCE OF 28.06 FEET; THENCE S00°16'05"W, A DISTANCE OF 98.93 FEET; THENCE N89°43'54"W, A DISTANCE OF 156.92 FEET; THENCE ALONG A CURVE CONCAVE SOUTHERLY WITH A RADIUS OF 1432.40 FEET, AN ARC LENGTH OF 343.57 FEET AND A CHORD THAT BEARS N88°33'17"W, 342.75 FEET TO THE POINT OF BEGINNING.

SAID TRACT CONTAINS 2.57 ACRES (111,798 SQUARE FEET)

EXHIBIT "B"
BENEFITED PROPERTY LEGAL DESCRIPTION

City Property
A PART OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 25, TOWNSHIP 79 NORTH, RANGE 26 WEST OF THE 5TH P.M., CITY OF CLIVE, DALLAS COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 25; THENCE NORTH 00°17'11" EAST ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER, A DISTANCE OF 1016.04 FEET; THENCE EAST ALONG A CURVE CONCAVE SOUTHERLY WHOSE RADIUS IS 1432.40 FEET, WHOSE ARC LENGTH IS 50.35 FEET, AND WHOSE CHORD BEARS NORTH 83°35'23" EAST, 50.34 FEET TO THE EAST RIGHT-OF-WAY LINE OF 156TH STREET AND THE POINT OF BEGINNING; THENCE NORTH 00°17'11" EAST ALONG THE NORTH LINE OF SAID SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER, A DISTANCE OF 294.12 FEET; THENCE SOUTH 89°45'42" EAST ALONG THE SOUTH LINE OF STONEGATE PLAT 1, BEING AN OFFICIAL PLAT, 205.88 FEET; THENCE SOUTH 00°17'11" WEST 337.57 FEET TO THE CENTERLINE OF THE ABANDONED CHICAGO-MILWAUKEE AND ST. PAUL RAILROAD; THENCE WESTERLY ALONG SAID CENTERLINE AND A CURVE CONCAVE SOUTHERLY WHOSE RADIUS IS 1432.40 FEET, WHOSE ARC LENGTH IS 504.07 FEET, AND WHOSE CHORD BEARS NORTH 85°19'19" WEST, 501.47 FEET TO THE POINT OF BEGINNING AND CONTAINING 3.48 ACRES (151,512 SF)

Rhiner Property
THE WEST 55 FEET OF LOT 2, AND ALL OF LOTS 3 AND 4, EMERALD ISLE PLACE, AN OFFICIAL PLAT, CITY OF CLIVE, DALLAS COUNTY, IOWA,

AND

THE PART OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 25, TOWNSHIP 79 NORTH, RANGE 2 WEST OF THE 5TH P.M., CITY OF CLIVE, DALLAS COUNTY, IOWA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF LOT 3 OF EMERALD ISLE PLACE; THENCE EAST 55 FEET ALONG THE SOUTH LINE OF LOT 2; THENCE NORTH ALONG A LINE PARALLEL TO AND 55 FEET EAST OF THE WEST LINE OF LOT 2 TO A POINT ON THE NORTH LINE OF LOT 2, WHICH IS ALSO THE SOUTH LINE OF THE ABANDONED RAILROAD RIGHT-OF-WAY; THENCE WESTERLY ALONG THE CENTERLINE OF THE ABANDONED RAILROAD RIGHT-OF-WAY WHICH IS ALSO A LINE 50 FEET NORTH OF AND PARALLEL TO THE NORTH LINE OF LOTS 2, 3, AND 4, TO A POINT WHICH IS LOCATED

50 FEET NORTH OF THE NORTHWEST CORNER OF LOT 4; THENCE SOUTH 50 FEET TO THE NORTHWEST CORNER OF LOT 4; THENCE EASTERLY ALONG THE NORTH LINE OF LOTS 4, 3, AND 2, TO THE POINT OF BEGINNING.

EXHIBIT "C"
TEMPORARY CONSTRUCTION EASEMENT

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

TEMPORARY CONSTRUCTION EASEMENT (the "Easement")

KNOW ALL PERSONS BY THESE PRESENTS: That THE CITY OF CLIVE, IOWA, an a municipal corporation (hereinafter called "Grantor"), for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby convey unto EMERALD ISLE LAND, LLC, an Iowa limited liability company (hereinafter called "Grantee"), a temporary construction easement under, over, on, through, across, and within the real estate described on Exhibit A attached hereto (hereinafter called the "Easement Area"), for the purposes of Grantee constructing, reconstructing, repairing, and enlarging a regional stormwater detention facility, an existing drainage way, a trail, and street improvements, together with all necessary structures and appurtenances thereto, under, over, on, through, across, and within the Easement Area, to support the development of the Emerald Isle Townhomes, a townhome project to be located in the City.

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

1. **ERECTION AND PLACEMENT OF STRUCTURES, OBSTRUCTIONS, PLANTINGS OR MATERIALS PROHIBITED.** Except as otherwise provided herein, Grantor shall not erect any permanent structure under, over, on, through, across, or within the Easement Area without obtaining the prior, written consent of Grantee, nor shall Grantor cause or permit any obstruction, planting, or material to be placed under, over, on, through across or within the Easement Area during the Easement term without obtaining the prior, written consent of Grantee. Grantee shall have the right to remove any permanent structure or obstruction, placed without Grantee's prior, written consent, under, over, on, through, across, or within the Easement Area during the Easement term. Grantee shall have the right to place permanent structures, obstructions, and plantings within the Easement Area consistent with the approved site plan, preliminary plat, and construction drawings for Emerald Isle Townhomes. Grantor shall have the right to remove any unauthorized fences, structures, obstruction, planting, or material placed or erected under, over, on, through, across, or within the Easement Area.

2. **CHANGE OF GRADE PROHIBITED.** Grantor shall not change the grade, elevation, or contour of any part of the Easement Area without obtaining the prior, written consent of Grantee for the Easement term. Grantee shall be permitted to change the grade, elevation, or contour within the Easement Area consistent with the approved site plan, preliminary plat, and construction drawings for Emerald Isle Townhomes.

3. **RESTORATION.** Subject to the rights granted herein, Grantee shall restore the Easement Area consistent with the approved site plan, preliminary plat, and construction drawings for Emerald Isle Townhomes following construction, and shall seed or landscape any grass area disturbed, as shown on the approved site plan, preliminary plat, and construction drawings for Emerald Isle Townhomes. Grantee shall be responsible for watering and maintaining newly seeded and landscaped areas until established.

4. **RIGHT OF ACCESS.** Grantee, its permittees and licensees, shall have the right of access to the Easement Area and have all rights of ingress and egress reasonably necessary for the use and enjoyment of the Easement Area as herein described for the duration of the Easement term. Grantor shall have the right to remove any unauthorized fences, structures, obstruction, planting, or material placed or erected under, over, on, through, across, or within the Easement Area.

5. **LIABILITY**. Except as may be caused by the negligent acts or omissions of Grantor, its permittees, employees, agents, representatives, licensees, or its contractors, Grantor shall not be liable for injury or property damage occurring in or to the Easement Area, the property abutting said Easement Area, nor for property damage to any improvements or obstructions thereon resulting from Grantee's exercise of this Easement. Grantee agrees to indemnify and hold Grantor 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 Grantee, its permittees, employees, agents, representatives, licensees, or contractors.

6. **EASEMENT BENEFIT.** This Easement shall be for the benefit of Grantee, its permittees and licensees, for the duration of the Easement term.

7. **USE AND ENJOYMENT.** This Easement shall not interfere with Grantor, and its employees, contractors, and agents, use or enjoyment of Grantor's property. Access must be maintained at all times during the Easement term to the Des Moines Water Works facility, utilities, and appurtenances, and to the cellular tower.

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

9. **TEMPORARY EASEMENT TERM.** The temporary easement granted herein shall commence upon approval and acceptance as provided in the preceding paragraph, and shall terminate upon completion of construction activities within the Easement Area consistent with the approved site plan, preliminary plat, and construction drawings for Emerald Isle Townhomes.

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

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

Dated this 7 day of JULY, 2023.

EMERALD ISLE LAND, LLC, an Iowa limited liability company

By: _____

Printed name: ARUN KALRA

Title: Managing Member

STATE OF IOWA)
) SS:
COUNTY OF POLK)

This record was acknowledged before me on 7 JULY, 2023 by Arun Kalra as Managing Member of Emerald Isle Land, LLC, an Iowa limited liability company.

_____
Notary Public in and for the State of Iowa

JULIA McGUIRE
Commission Number 804156
My Commission Expires
May 2, 2026

CITY OF CLIVE, IOWA

By _____
John Edwards, Mayor

ATTEST:

_____
Matthew D. Graham, City Clerk

STATE OF IOWA)
) SS
COUNTY OF POLK)

On this 31 day of July, 2023, before me, Stephanie VandeBerg, 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 2023-224 adopted by the City Council, under Roll Call of the City Council on the 27 day of July, 2023, 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.

Stephanie VandeBerg
Notary Public in and for the State of Iowa

Stephanie VandeBerg
Commission Number 839870
My Commission Expires
June 3, 2025

My commission expires: 6/2/25

EXHIBIT A
EASEMENT LEGAL DESCRIPTION

A PORTION OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 25, TOWNSHIP 79 NORTH, RANGE 26 WEST OF THE 5TH/ P.M., DALLAS COUNTY, IOWA; ALL MORE PARTICULARLY DESCRIBED AS FOLLOWS:

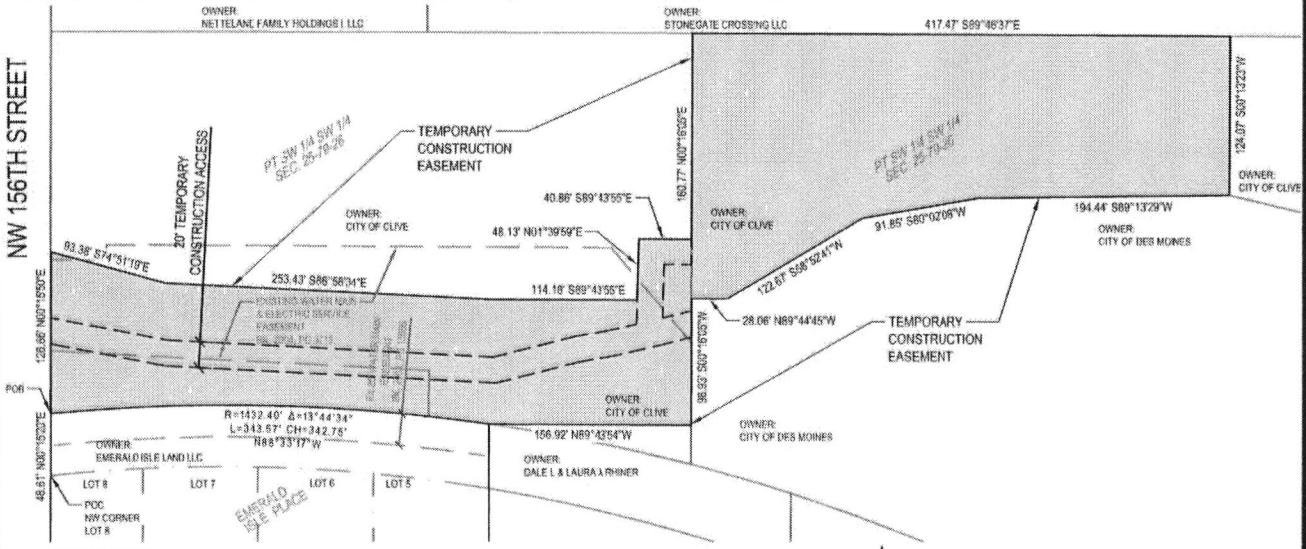
COMMENCING AT THE NORTHWEST CORNER OF LOT 8, EMERALD ISLE PLACE, AN OFFICIAL PLAT, CLIVE, DALLAS COUNTY, IOWA; THENCE N00°15'20"E, A DISTANCE OF 48.61 FEET ALONG THE WEST LINE OF THE SOUTH 50.00 FEET OF ABANDONED RAILROAD RIGHT OF WAY NORTH OF AND ADJACENT TO SAID LOT 8 TO THE POINT OF BEGINNING; THENCE N00°15'50"E ALONG SAID WEST LINE OF SAID SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 25, A DISTANCE OF 126.66 FEET; THENCE S74°51'19"E, A DISTANCE OF 93.38 FEET; THENCE S86°58'34"E, A DISTANCE OF 253.43 FEET; THENCE S89°43'55"E, A DISTANCE OF 114.18 FEET; THENCE N01°39'59"E, A DISTANCE OF 48.13 FEET; THENCE S89°43'55"E, A DISTANCE OF 40.86 FEET; THENCE N00°016'05"E, A DISTANCE OF 160.77 FEET; THENCE S89°46'37"E, A DISTANCE OF 417.47 FEET; THENCE S00°13'23"W, A DISTANCE OF 124.07 FEET; THENCE S89°13'29"W, A DISTANCE OF 194.44 FEET; THENCE S80°02'08'W, A DISTANCE OF 91.85 FEET; THENCE S58°52'41"W, A DISTANCE OF 122.67 FEET; THENCE N89°44'45"W, A DISTANCE OF 28.06 FEET; THENCE S00°16'05"W, A DISTANCE OF 98.93 FEET; THENCE N89°43'54"W, A DISTANCE OF 156.92 FEET; THENCE ALONG A CURVE CONCAVE SOUTHERLY WITH A RADIUS OF 1432.40 FEET, AN ARC LENGTH OF 343.57 FEET AND A CHORD THAT BEARS N88°33'17"W, 342.75 FEET TO THE POINT OF BEGINNING.

SAID TRACT CONTAINS 2.57 ACRES (111,798 SQUARE FEET)

12649921

TEMPORARY CONSTRUCTION EASEMENT EXHIBIT

EMERALD ISLE TOWNHOMES - PT OF THE SW1/4 OF THE SW1/4 , SEC. 25-79-26



DESCRIPTION:

A PORTION OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 25, TOWNSHIP 79 NORTH, RANGE 26 WEST OF THE 5TH P.M., DALLAS COUNTY, IOWA; ALL MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE NORTHWEST CORNER OF LOT 8 EMERALD ISLE PLACE, AN OFFICIAL PLAT, CLIVE, DALLAS COUNTY, IOWA; THENCE N00°15'20"E, A DISTANCE OF 48.61 FEET ALONG THE WEST LINE OF THE SOUTH 50.00 FEET OF ABANDONED RAILROAD RIGHT OF WAY NORTH OF AND ADJACENT TO SAID LOT 8 TO THE POINT OF BEGINNING; THENCE N00°15'50"E ALONG SAID WEST LINE OF SAID SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 25, A DISTANCE OF 126.66 FEET; THENCE S74°51'19"E, A DISTANCE OF 93.38 FEET; THENCE S86°58'34"E, A DISTANCE OF 253.43 FEET; THENCE S89°43'55"E, A DISTANCE OF 114.18 FEET; THENCE N01°39'59"E, A DISTANCE OF 48.13 FEET; THENCE S89°43'55"E, A DISTANCE OF 40.86 FEET; THENCE N00°16'05"E, A DISTANCE OF 160.77 FEET; THENCE S89°46'37"E, A DISTANCE OF 417.47 FEET; THENCE S00°13'23"W, A DISTANCE OF 124.07 FEET; THENCE S89°13'29"W, A DISTANCE OF 194.44 FEET; THENCE S80°02'08"W, A DISTANCE OF 91.85 FEET; THENCE S58°52'41"W, A DISTANCE OF 122.67 FEET; THENCE N89°44'45"W, A DISTANCE OF 28.06 FEET; THENCE S00°16'05"W, A DISTANCE OF 98.93 FEET; THENCE N89°43'54"W, A DISTANCE OF 156.92 FEET; THENCE ALONG A CURVE CONCAVE SOUTHERLY WITH A RADIUS OF 1432.40 FEET, AN ARC LENGTH OF 343.57 FEET AND A CHORD THAT BEARS N86°33'17"W, 342.75 FEET TO THE POINT OF BEGINNING.

SAID TRACT CONTAINS 2.57 ACRES(111,798 SQUARE FEET)

BAR SCALE 100 50 0 100

1 inch = 100 ft. (IN FEET)

Bishop Engineering
"Planning Your Successful Development"
3501 104th Street
Des Moines, Iowa 50322-3825
Phone: (515)276-4467 Fax: (515)276-0217
Civil Engineering & Land Surveying Established 1959

EMERALD ISLE TOWNHOMES
CLIVE, IOWA

EASEMENT EXHIBIT

REFERENCE NUMBER:

DRAWN BY: BK

PROJECT NUMBER: 200444

EXHIBIT B
EASEMENT DRAWING

EXHIBIT "D"

DETENTION FACILITY IMPROVEMENTS COSTS

ITEM		QTY	UNIT	UNIT PRICE	TOTAL
Grading					
	Mobalization	1	LS	$ 15,000.00	$ 15,000.00
	Topsoil Strip, Stockpile, Spread	1500	CY	$ 8.00	$ 12,000.00
	Tree Clearing	1	LS	$ 19,400.00	$ 19,400.00
	Dewater	1	LS	$ 21,860.00	$ 21,860.00
	Excavation	14000	CY	$ 8.50	$ 119,000.00
	Clay Liner	1	LS	$ 25,000.00	$ 25,000.00
	Type 2D RECP Matting	1600	SY	$ 2.00	$ 3,200.00
	Erosion Control	1	AC	$ 10,000.00	$ 10,000.00
	Subtotal				$ 225,460.00
Storm Sewer					
	Pipe, 6-inch Subdrain	240	LF	$ 67.00	$ 16,080.00
	Pipe, 12-inch PVC	45	LF	$ 60.00	$ 2,700.00
	Pipe, 12-inch RCP	18	LF	$ 65.00	$ 1,170.00
	Pipe, 15-inch RCP	137	LF	$ 80.00	$ 10,960.00
	Piple, 36-inch RCP	80	LF	$ 150.00	$ 6,400.00
	Manhole SW 401, 48 inch	1	EA	$ 5,000.00	$ 150.00
	Intake SW-513	1	EA	$ 8,000.00	$ 5,000.00
	FES 36-inch w/footing and guard	1	EA	$ 4,100.00	$ 8,000.00
	FES 15-inch w/footing and guard	1	EA	$ 2,700.00	$ 4,100.00
	Temp Standpipe	1	LS	$ 2,700.00	$ 2,700.00
	Rip Rap	400	TON	$ 74.00	$ 29,600.00
	Subtotal				$ 86,860.00
Miscellaneous					
	Hydro Seeding (Native)	1	LS	$ 14,000.00	$ 14,000.00
	Maintenance Bond	1	LS	$ 2,000.00	$ 2,000.00
	Punchlist	1	LS	$ 8,500.00	$ 8,500.00
	Subtotal				$ 24,500.00
				SUBTOTAL	**$ 336,820.00**
Services					
	Design	1	LS	$ 35,000.00	$ 35,000.00
	Staking	1	LS	$ 10,000.00	$ 10,000.00
	Soils Engineering	1	LS	$ 10,000.00	$ 10,000.00
	Inspection	1	LS	$ 15,000.00	$ 15,000.00
	Subtotal				$ 70,000.00
				TOTAL	**$ 406,820.00**

Notes:

EM Towhome developer shall have the maintenance obligations for the facility and grounds until such time that that 75% of the townhome units are sodded and the Regional Stormwater Facility Improvements are verified as complete in accordance with the approved plans and specifications and accepted by the City Council. Upon final acceptance of the Regional Stormwater Facility Improvements, the City will be responsible for the on-going maintenance of the facility and grounds.

Benefitted Property	Land Area (Acres)	% of Total	Benefit Fee	
EM Townhomes	4.71	49.95%	$ 203,194.29	
City	1.87	19.83%	$ 80,673.74	
Rhiner	2.85	30.22%	$ 122,951.96	
				$ 203,625.71
Total	**9.43**	**100%**	**$ 406,820.00**	

Notes:

EM Townhome property (4.11a) plus adjacent area south of Sheridan centerline (.6a)
City developable property (1.27a) plus adjacent area north of Sheridan centerline (1.87a)
Lot 3 & 4 Emerald Isle Place (2.56a) plus adjacent area south of Sheridan centerline (.29a)

EXHIBIT "E"

OFF-SITE REGIONAL DETENTION FACILITY IMPROVEMENTS PUNCH LIST

Section 1. The following items shall be addressed by June 30, 2026.

1. Remove siltation and construction gravel from the forebay.
2. Review grades around the FES near the southwest corner of the forebay during cleanout. This area requires riprap to stabilize grading around the FES. The FES cannot "hang" above the finish grade.
3. Review grades around the mini-FES on the southeast corner of the forebay. This area requires riprap to stabilize grading around the FES. The FES cannot "hang" above the finish grade.
4. Finish grading is required to smooth areas and repair rills and gullying generally. Staff noted areas of concern near the southwest corner, along the western side, and in various locations on the side slopes of the detention basin. Matting and reseeding is necessary to stabilize.
5. Remove siltation around the outlet structure to restore capacity.

Section 2. The following items are interim maintenance requirements that shall be continually monitored and maintained by Developer until the Detention Facility Improvements are accepted by the City.

1. Remove siltation and construction gravel from the forebay, as needed. Frequency of forebay cleanout will be dependent on upstream erosion control practices and duration of the remaining construction activity. The forebay shall be inspected quarterly. When the forebay is half full, the developer shall clean out siltation and debris prior to the next quarterly inspection.
2. Maintenance mowing around the detention basin shall occur at minimum twice a year for vegetation management and suppression of woody growth. At a minimum, mow once in late spring and once in late fall.
3. Complete quarterly (spring, summer, fall) observation of the outlet works of the Detention Facility Improvements to ensure full function. Corrective action shall be taken immediately to address any deficiencies.
4. Vegetation shall be fully established and managed to the expected permanent condition as identified in the Approved Plans. Vegetation shall consist of a primary stand of natives with limited invasive/noxious weeds and undesirable species. Complete removal of volunteer shrubs and other non-desirable species within the detention basin and forebay, as needed.
5. Sediment and erosion control BMPs shall be maintained in compliance with SUDAS standards, as needed.

Section 3. The following items are required prior to acceptance of the Detention Facility Improvements but may not be completed while sediment basin function is required.

1. Remove volunteer shrubs and other non-desirable species within the detention basin and forebay. Ensure the 12’ to 20’ maintenance path, as identified on Sheet C3.2, is clear of woody vegetation and growth that would impact equipment access.
2. Remove standpipe from the detention basin.
3. Complete cleanup, finish grading, and vegetation to design condition.
4. Submit As-builts for stormwater management facilities. The As-builts set(s) must include the grade and elevation details for stormwater features and associated structures and pipes. At the time of the as-built, provide signed confirmation of the constructed basin volume calculations by the contour-area method. Constructed survey is required for elevations of all rims, the inverts of all flow lines, orifices/orifice plates, and weirs. Deviation from the design conditions may require resubmittal of the model.

   The following facilities require an As-built prior to City acceptance of the off-site regional detention basin:

   a. Drainageway located on-site and as identified on Exhibit C of the “Sheridan Avenue” Private Drive and Linear Parkway Maintenance Agreement in the records of the Dallas County Recorder at Book 2025 Page 19163.
   b. Off-site detention basin and forebay. The detention basin and forebay must be as-built after completion and stabilization of the drainageway.

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

RESOLUTION NO. ____

RESOLUTION APPROVING EMERALD ISLE TOWNHOMES PLAT 1
OFF-SITE REGIONAL STORMWATER DETENTION BASIN AGREEMENT

WHEREAS, the Final Plat of Emerald Isle Townhomes Plat 1 ("Plat"), was recorded on November 5, 2025, in the records of the Dallas County Recorder at Book 2025 Page 19157; and

WHEREAS, Developer and City have previously entered into an Agreement to Complete Public Improvements – Emerald Isle Townhomes Plat 1, available in the records of the Dallas County Recorder at Book 2025 Page 19164; and

WHEREAS, the Developer and City desire to allow for occupancy of the dwelling units in Emerald Isle Townhomes Plat 1 through phased development; and

WHEREAS, certain such stormwater and off-site detention basin improvements have not yet been completed by Developer to the satisfaction of City; and

WHEREAS, the Detention Facility Improvements continues to function as a construction sediment basin for the remaining construction activity within Emerald Isle Townhomes Plat 1. Due to development phasing, it is not practical for the Developer to complete certain such improvements related to the Detention Facility Improvements to the satisfaction of City until construction activities in the Plat are substantially complete and the Lots and Outlot are stabilized; and

WHEREAS, in addition to the Lots in Emerald Isle Townhomes Plat 1, the Detention Facility Improvements provide benefits to property owned by the City and Rhiner;

WHEREAS, Developer is desirous of installing such stormwater improvements in accordance with the regulations and requirements of City subject to the terms and conditions of this Agreement.

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

1. That the Off-Site Regional Stormwater Detention Basin Agreement is hereby accepted and approved by the City Council of the City of Clive, Iowa.

2. That the City Clerk shall remit payment of One Hundred and Fifty-Two Thousand Seven-Hundred and Nineteen Dollars and 28/100 ($152,719.28) to Developer at the time of execution of this Agreement.

PASSED AND APPROVED THIS _____ day of _____, 2026.

CITY OF CLIVE, IOWA

By _____
John Edwards, Mayor

ATTEST:

_____
Matthew D. Graham, City Clerk

Memo

TO: Mayor and Council members
FROM: Mark Rehberg, Captain / Operations Commander
DATE: May 28, 2026
RE: 2nd Consideration of Proposed Ordinance 1178 Amending Title 6, Chapter 7, Personal Transportation and Mobility Devices

SYNOPSIS:
2nd Consideration of Proposed Amendment to Title 6, Chapter 7, Personal Transportation and Mobility Devices. At the last Council Meeting, this amended ordinance was passed through the first reading. Following some media attention and interest from several bicycle groups in the metro, I have solicited input from them and held a meeting on Friday, May 22nd with members of those groups. I have attached a redlined version of the proposed ordinance with some minor changes from what you saw at the 1st reading. Current changes clean up definitions and further clarify some of what is proposed. Due to the time constraints placed on us for the holiday weekend and the need to further evaluate input from those groups, I am proposing tabling this for the second reading to allow me to evaluate any suggestions provided. I do not anticipate any large changes to what has already been discussed. However, I want to ensure that I do give consideration to what is presented by the Street Collective, Bike Iowa, etc... I would then bring this back for the second reading at the June 11th meeting. As I stated previously, we are in no hurry to complete this, and I want to have the best product that offers smart rules and provides the consistent message the council desires.

Attachments:
1. Most recent Clean Version - 05212026 redline

ORDINANCE NO._____
AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF CLIVE, IOWA, 2024, BY AMENDING TITLE 6, CHAPTER 7 AND RETITLING SAID CHAPTER "PERSONAL TRANSPORTATION AND MOBILITY DEVICES."

Be It Enacted by the City Council of the City of Clive, Iowa:

SECTION 1. CHAPTER TITLE AMENDED.
Title 6, Chapter 7 of the Code of Ordinances of the City of Clive, Iowa, 2024, currently entitled "Bicycle Regulations and Registration," is hereby amended and retitled "Personal Transportation and Mobility Devices."

SECTION 2. CHAPTER REPLACED.
Title 6, Chapter 7 of the Code of Ordinances of the City of Clive, Iowa, 2024 is hereby amended by deleting the existing provisions of Chapter 7 and inserting in lieu thereof the following:

CHAPTER 7
PERSONAL TRANSPORTATION AND MOBILITY DEVICES

6-7-1 PURPOSE.
The purpose of this chapter is to establish regulations governing the operation of bicycles, low-speed electric bicycles, electric scooters, and other personal transportation devices on the City's streets, sidewalks, and multi-use trails, as authorized by Iowa Code Sections 321.235, 321.235A, 321.235B, and 321.236.

6-7-2 DEFINITIONS.
The City of Clive hereby adopts the following definitions. Where definitions are derived from the Code of Iowa, the statutory language is incorporated herein.

1. **"Bicycle"** means either of the following:
    a. A device having two or three wheels and having at least one saddle or seat for the use of a rider which is propelled by human power.
    b. A low-speed electric bicycle.
    ~~c. A device having two or three wheels with fully operable pedals and an electric motor of less than seven hundred fifty watts (one horsepower), whose maximum speed on a paved level surface, when powered solely by such a motor while ridden, is less than twenty miles per hour.~~

    (Code of Iowa, Sec. 321.1.(40)(c)

2. **"Bicycle lane"** means a portion of a street designed for exclusive or preferential use by people using bicycles, electric scooters, or personal transportation devices. Bicycle lanes are distinguished from the portion of the street used for motor vehicle traffic by physical barriers, striping, marking, or other similar device.
3. "E-Moto or Electric Motorcycle" means a motor vehicle having a saddle or seat for the use of a rider, with a motor that produces more than 750 watts, having no

pedals, designed to travel on not more than three wheels in contact with the ground, and capable of operating at speeds greater than thirty-nine miles per hour on level ground unassisted by human power, but excluding a motorized bicycle.

4. **"Electric scooter"** means a device weighing less than one hundred pounds that is equipped with one, two, or three wheels, with or without handlebars, with or without a seat or saddle, and an electric motor, and which is powered either solely by the rider or by an electric motor capable of propelling the device without additional propulsion supplied by the rider, at a maximum speed on a paved level surface of no more than twenty miles per hour.
5. **"Electric personal assistive mobility device"** means a self-balancing, non-tandem two-wheeled device powered by an electric propulsion system that averages seven hundred fifty watts and is designed to transport one person, with a maximum speed on a paved level surface of less than twenty miles per hour. The maximum speed shall be calculated based on operation of the device by a person who weighs one hundred seventy pounds when the device is powered solely by the electric propulsion system.

(Code of Iowa, Sec. 321.1(20B)

6. **"Low-speed electric bicycle"** means a device equipped with a saddle or seat for the use of a rider, two or three wheels, fully operable pedals, and an electric motor that produces not more than seven hundred fifty watts and is classified in accordance with the following requirements of as defined in Iowa Code Section 321.235B ~~321.1(36A~~):
    a. "Class 1 low-speed electric bicycle" means a low-speed electric bicycle equipped with a motor that may be used to provide assistance only when the rider is pedaling and that ceases to provide assistance when the bicycle reaches a speed of twenty miles per hour or more.
    b. "Class 2 low-speed electric bicycle" means a low-speed electric bicycle equipped with a motor that may be used exclusively to propel the bicycle and that is not capable of providing assistance when the bicycle reaches a speed of twenty miles per hour or more.
    c. "Class 3 low-speed electric bicycle" means a low-speed electric bicycle equipped with a motor that may be used to provide assistance only when the rider is pedaling and that ceases to provide assistance when the bicycle reaches a speed of twenty-eight miles per hour or more.

(Code of Iowa, Sec. 321.1(36A) ~~321.235B~~)

7. **"Motorcycle"** means every motor vehicle having a saddle or seat for the use of the rider and designed to travel on not more than three wheels in contact with the ground, including a motor scooter but excluding a tractor, an autocycle, a low-speed electric bicycle, and a motorized bicycle. ~~This definition includes electric motorcycles capable of speeds greater than thirty miles per hour.~~

(Code of Iowa, Sec. 321.1(40)(a)

8. **"Motorized bicycle"** means a motor vehicle having a saddle or seat for the use of a rider, designed to travel on not more than three wheels in contact with the ground,

and not capable of operating at a speed in excess of thirty-nine miles per hour on level ground unassisted by human power, but excluding a low-speed electric bicycle. Motorized bicycles also include those devices with an electric motor having more than seven hundred fifty (750) watts of power.

(Code of Iowa, Sec. 321.1(40)(b)

9. **"Motor vehicle"** means a vehicle which is self-propelled, but not including vehicles known as trackless trolleys which are propelled by electric power obtained from overhead trolley wires and are not operated upon rails.

(Code of Iowa, Sec. 321.1(42)(a)

10. **"Multi-use trail"** means a way or place, the use of which is controlled by the City as an owner of real property, or under the control of the City by easement, designated by the multi-use recreational trail maps as approved by resolution of the Council. A multi-use trail shall not be considered a street or highway.
11. **"Other power-driven mobility device (OPDMD)"** means any mobility device powered by batteries, fuel, or other engines that are used by individuals with mobility restrictions for the purpose of locomotion, including electric personal assistive mobility devices or any mobility device designed to operate in areas without defined pedestrian routes, but that is not a wheelchair or golf cart.
12. **"Pedestrian"** means a person afoot or a person using a pedestrian conveyance.

(Code of Iowa, Sec. 321.1(51)

13. **"Pedestrian conveyance"** means any human-powered device by which a pedestrian may move other than by walking or by which a pedestrian may move another person, including but not limited to a wheelchair, stroller, skateboard, scooter, or other similar device. "Pedestrian conveyance" also includes an electric personal assistive mobility device and any other device used to move a person sitting or standing on the device regardless of whether the device is powered by an electric motor, so long as the electric motor produces not more than seven hundred fifty watts. "Pedestrian conveyance" does not include a bicycle.

(Code of Iowa, Sec. 321.1(51A)

14. **"Personal transportation device"** means any device defined in this section or not otherwise defined in Iowa Code or the Code of Ordinances of the City of Clive by which a person may be transported on, in, or upon, including but not limited to bicycles, scooters, electric scooters, low-speed electric bicycles, other power-driven mobility devices, skateboards, and skates.
15. **"Roadway"** means that portion of a highway improved, designed, or ordinarily used for vehicular travel.

(Code of Iowa, Sec. 321.1(65)

16. **"Street"** means the entire width between property lines of every way or place of whatever nature when any part thereof is open to the use of the public, as a matter of right, for purposes of vehicular traffic.

(Code of Iowa, Sec. 321.1(78)

17. **"Sidewalk"** means that portion of a street between the curb lines, or the lateral lines of a roadway, and the adjacent property lines intended for the use of pedestrians.
18. **"Skateboard"** means a foot, motor, or wind-propelled vehicle consisting of a board which is guided by the rider standing upon it and pushing the same with foot power or operating it with motor or wind propulsion.
19. **"Vehicle"** means every device in, upon, or by which any person or property is or may be transported or drawn upon a highway. "Vehicle" does not include:
    a. Any device moved by human power.
    b. Any device used exclusively upon stationary rails or tracks.
    c. Any personal delivery device operated pursuant to Iowa Code Chapter 321O.
    d. Any integral part of another vehicle which is incapable of independently transporting persons or property.

(Code of Iowa, Sec. 321.1(90)

For purposes of this chapter, "device" means any product by which a person can ride in or upon, including but not limited to an electric personal assistive mobility device, low-speed electric bicycle, motorized bicycle, bicycle, or pedestrian conveyance.

6-7-3 STOPPING.

1. Every personal transportation device operated upon City streets, sidewalks, park roads, or multi-use trails shall be operated at a safe and reasonable speed for the conditions and shall be capable of coming to a complete stop within a safe distance.
2. Brakes Required. Every bicycle, electric scooter, low-speed electric bicycle, motorized bicycle, other or power-driven mobility device (OPDMD) shall be equipped with a brake which allows the device to come to a complete stop within a safe distance.

(Code of Iowa, Sec. 321.236[10])

6-7-4 OBEDIENCE TO SIGNALS.

Every person operating a personal transportation device shall obey official traffic signals, signs, and control devices applicable to vehicles unless otherwise directed by a police officer. If the operator dismounts and walks the device, the operator shall be subject to the regulations applicable to pedestrians.

6-7-5 IMPROPER RIDING.

1. A person shall not ride a personal transportation device other than upon or astride a permanent and regular seat if the device is designed with a seat, nor shall a device be used to carry more persons than the number for which it is designed and equipped.
2. This section does not apply to the use of a personal transportation device in a parade or special event authorized by the City.

6-7-6 CARRYING PACKAGES.
No person operating a personal transportation device upon a street, sidewalk, park road, or multi-use trail shall carry any package, bundle, or article that prevents the operator from maintaining at least one hand upon the handlebars or otherwise maintaining reasonable control of the device.

6-7-7 MAINTAINING CONTROL.
The operator of a personal transportation device shall maintain control of the device at all times and shall keep one or both hands on the handlebars or other control mechanism while operating the device.

6-7-8 PLACE OF RIDING.

1. **Roadways and Streets**
   a. Operators of personal transportation devices traveling on a roadway shall follow the same traffic laws applicable to drivers of motor vehicles unless otherwise provided by law.
   b. ~~When a bicycle lane or multi-use trail exists adjacent to the roadway, operators shall ride in the bicycle lane or trail according to applicable regulations and laws.~~
   c. When permitted under 6-7-8 (1)(a), the use of any Pedestrian Conveyance is prohibited on any City of Clive roadways or streets which have a speed limit of greater than 25 mph.
   d. This section does not apply to devices used in parades or special events authorized by the City.

2. **Public Sidewalks and Multi-Use Trails**
   a. Personal transportation devices, including bicycles, electric bicycles, electric personal assistive mobility devices, and pedestrian conveyances may be operated on public sidewalks and multi-use trails unless otherwise prohibited by posted signage.
   b. Motorized Bicycles shall not be operated on public sidewalks or multi-use trails.
   c. A person shall not operate a Personal Transportation Device on a ~~bicycle lane,~~ multi-use trail or public sidewalk in excess of the posted or applicable speed limit, or if there is no posted or applicable speed limit, twenty miles per hour.
   d. OPDMDs may be operated by persons with mobility impairments on sidewalks, provided such use does not damage City infrastructure or create a safety hazard.
   e. **Public Land:** Personal Transportation Devices and Motorized Bicycles are prohibited from being operated upon any public land owned by the City where signs explicitly prohibit such operation.

6-7-9 TRAFFIC CODE APPLIES.

1. Every person operating a personal transportation device upon a roadway or within a bicycle lane shall be subject to the provisions of Iowa Code Chapter 321 and shall have the same rights and duties applicable to the driver of a vehicle, except those provisions that by their nature have no application.

2. Electric personal assistive mobility devices, low-speed electric bicycles, bicycles, motorized bicycles, and pedestrian conveyances are not subject to registration, titling, inspection, or proof of financial liability requirements under Iowa Code Chapter 321.
3. No personal transportation device shall be equipped with or use a siren or whistle, except bicycles operated by peace officers in the performance of official duties.
4. **Lights and Reflectors.**
   a. Every Personal Transportation Device when in use between sunset and sunrise or when weather conditions provide insufficient lighting to render clearly discernable persons and vehicles on the road at a distance of 300 feet ahead, shall be equipped with a lamp on the front emitting a white light visible from a distance of at least three hundred (300) feet to the front and with a lamp on the rear exhibiting a red light visible from a distance of 300 feet to the rear except that a red reflector on the rear, may be used in lieu of a rear light. The lamps or reflectors may be attached to the rider of the device rather than the device itself provided the visibility requirements are met. A peace officer riding a police bicycle is not required to use either front or rear lamps if duty so requires.

      (Code of Iowa, Sec. 321.384 and Sec. 321.397)

   b. Devices shall display a red rear light or reflector visible from three hundred feet.
   c. Equivalent equipment such as headlamps and red-light attachments to the head, back, arm, or leg may be used in lieu of a lamp on the front and a red light on the rear of the device.

6-7-10 RESPONSIBLE RIDING.

1. **Emerging from Alley or Driveway.**
   The operator of a Personal Transportation Device emerging from a~~n~~ private roadway, alley, trail, sidewalk, driveway or building shall stop such PTD immediately prior to driving onto the sidewalk area, and upon approaching a sidewalk or the sidewalk area extending across any alleyway, yield the right-of-way to all pedestrians approaching on said sidewalk or sidewalk area, and upon entering the roadway shall yield the right-of-way to all vehicles present or approaching on said roadway.

   ~~*(Code of Iowa, Sec. 321.353)*~~

2. **Right of way.** Riders of Personal Transportation Devices being operated on multi-use trails or public sidewalks shall yield right of way to pedestrians, human-powered bicycles, and other human-powered conveyances. Riders of bicycles and other human powered devices shall yield right of way to pedestrians.

~~**3. Bicycle Lanes.**~~
~~Operators may ride within bicycle lanes and may leave the lane to pass, avoid hazards, or when necessary for safe operation. Motor vehicles shall not operate in bicycle lanes within two hundred feet of an intersection.~~

4. **Clinging to Vehicles.**
   No person shall attach themselves or a device to any moving vehicle.

5. **Following Emergency Vehicles.**
   No person shall follow within five hundred feet of an emergency vehicle responding to an emergency.
6. **Parking.**
   No device shall be parked or left on a sidewalk in a manner that obstructs pedestrian traffic.
7. **Reckless Operation.**
   No person shall operate a personal transportation device with willful or wanton disregard for the safety of persons or property.
8. **Giving audible notice.** When possible and appropriate, the operator of a personal Transportation Device shall attempt to provide audible indication that they are approaching another pedestrian or operator of a personal transportation device from behind.

6-7-11 ACTIONS AGAINST BICYCLES AND PERSONAL TRANSPORTATION DEVICES.

1. A person operating a motor vehicle shall not steer the motor vehicle unreasonably close to or toward a dismounted pedestrian or a person riding Personal Transportation Device on a roadway or street, including the adjacent shoulder.
2. A person shall not knowingly project any object or substance at or against a dismounted pedestrian or a person riding a Personal Transportation Device on a roadway or street, adjacent shoulder, sidewalk, multi-use trail, or any other location.

(Code of Iowa, Sec. 321.281)

6-7-12 SCOPE OF REGULATIONS.

These regulations shall apply whenever any Personal Transportation Device is operated upon any public land, street, roadway, park road, any multi-use trail, sidewalk, or in any bicycle lane or path, subject to those exceptions and regulations stated herein.

6-7-13 VIOLATIONS; PENALTY.

Violations of this chapter constitute a simple misdemeanor punishable by the imposition of a fine of twenty-five (25) dollars and any applicable surcharges and costs.

SECTION 3. REPEALER.
All parts of the **"CODE OF ORDINANCES OF THE CITY OF CLIVE, IOWA, 2024"** in conflict herewith are hereby repealed.

SECTION 4. SEVERABILITY CLAUSE.
If any section, provision, sentence, clause, phrase, or part of this ordinance is adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole.

SECTION 5. WHEN EFFECTIVE.
This ordinance shall be in effect from and after its final passage, approval, and publication as provided by law.

PASSED AND APPROVED by the City Council on the ___ day of _____ 2026.

_____ _____
Matthew D. Graham, City Clerk John Edwards, Mayor

Ordinance No._____ authenticated this ___ day of _____ 2026.

_____ _____
Matthew D. Graham, City Clerk John Edwards, Mayor

Officially published on the ____ day of _____ 2026.

CERTIFIED BY:

_____
Matthew D. Graham, City Clerk

Memo

TO: Mayor and Council members
FROM: Doug Ollendike, Community Development Director
DATE: May 28, 2026
RE: Resolution Approving 2023 Flood Mitigation Assistance Subaward Agreement and Administrative Plan

SYNOPSIS:
As you may recall, the City of Clive submitted an approximately $14 million Flood Mitigation Assistance funding application in the fall of 2024 in support of the acquisition/demolition of three commercial properties in the University Boulevard Flood Mitigation neighborhood (7887 University Boulevard, 7945 University Boulevard and 8000 University Boulevard). The funding request was recently obligated by FEMA and a Subaward Agreement has been prepared by the Iowa Department of Homeland Security and Emergency Management. In this particular funding agreement, there is no required local match and some of the City's administrative grant management costs will be reimbursed.

In conjunction with the approval of the Subaward Agreement, the City must also approve an Administrative Plan which outlines the process associated with general project management and oversight of the grant funds. The included Administrative Plan is consistent with processes previously utilized in the City's Floodprone Property Buyout Program and other hazard mitigation grant-funded acquisition efforts.

With the approval of the funding agreement and administrative plan, staff will begin the acquisition implementation discussions with the property owners with the goal of having the properties acquired and structures removed prior to April 2029.

Please feel free to contact me at 515-223-622 or at dollendike@cityofclive.com in advance of the meeting if you have any questions or need additional information.

Attachments:
1. Resolution Approving FEMA Subaward Agreement
2. Administrative Plan
3. Subaward Agreement (1)

RESOLUTION NO. _____

RESOLUTION APPROVING 2023 FLOOD MITIGATION ASSISTANCE SUBAWARD AGREEMENT AND ADMINISTRATIVE PLAN

WHEREAS, the City of Clive, in Polk County, Iowa, has made application through the Iowa Homeland Security and Emergency Management Division (HSEMD) to the Federal Emergency Management Agency (FEMA) for funding from the Flood Mitigation Assistance (FMA) program in support of the property buyout and demolition program within the University Boulevard Flood Mitigation area, and

WHEREAS, the City of Clive has been awarded an FMA grant in the amount of $14,228,131.00 subject to the terms and conditions which have been fully documented in the Project Subaward Agreement (EMK-2023-FM-001-0004) between HSEMD and the City of Clive, and

WHEREAS, the Project Subaward Agreement requires that the City of Clive adopt an Administrative Plan that outlines the process and procedures that will be used by the City of Clive to efficiently implement the Project Subaward Agreement.

NOW THEREFORE BE IT RESOLVED that the City of Clive City Council hereby approves the 2023 Flood Mitigation Assistance Subaward Agreement and Administrative Plan and authorizes the City Manager to execute the Subaward Agreement on behalf of the City of Clive.

PASSED AND APPROVED THIS _____ day of _____, 2026.

By: _____
John Edwards, Mayor

ATTEST:

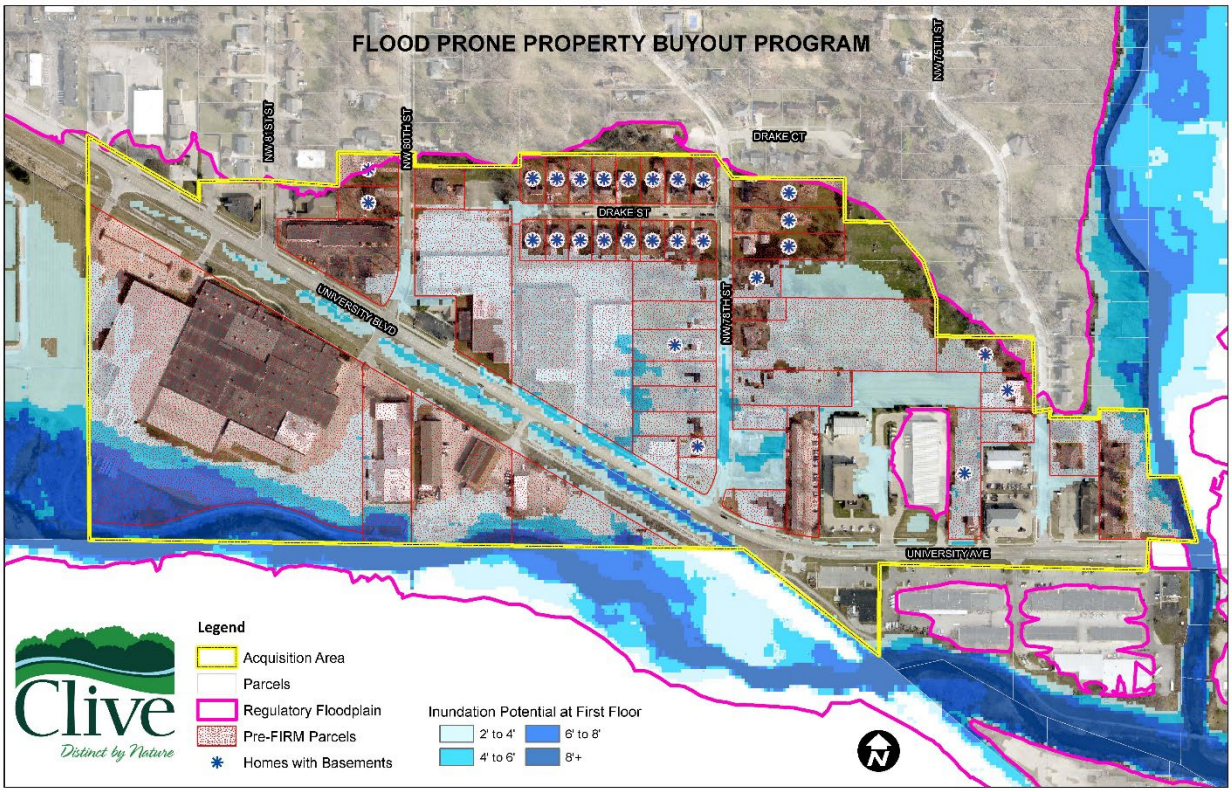
By: _____
Matthew Graham, City Clerk

City of Clive
Administrative Plan
2023 Flood Mitigation Assistance Program

Council Approval- May 28, 2026
Resolution # 2026-

Program Summary:

Significant portions of the City of Clive are located in the regulatory floodplain of Walnut Creek and its tributaries. Many of these properties were developed before the adoption of floodplain regulations and as a result have been repetitively damaged due to flooding events. In particular, the University Boulevard area (generally the neighborhood between NW 84th Street and NW 75th Street) has been subjected to damaging flood events 4 times over the last 10-years. The most recent flooding event (June 2018) resulted in a reported $1.5 million in property damage.



University Boulevard Flood Prone Property Buyout Area

With the increasing frequency and intensity of the flooding events, the City Council has allocated resources to implement the University Boulevard Flood Mitigation Plan which includes the

acquisition/demolition of flood prone property. The program was initiated in the fall of 2018 and has resulted in the purchase of 19 properties primarily through the utilization of local funds.

As local funds will be insufficient to facilitate the acquisition and demolition of all of the properties in the buyout area, the City Council directed staff to prepare an application to the Iowa Homeland Security and Emergency Management Department (HSEMD) for federal/state financial assistance under the 2023 Flood Mitigation Assistance program. In May 2026, the City of Clive was awarded a grant (EMK-2023-FM-001-0004) in the amount of $14,228,131.00 to support the acquisition and demolition of three commercial properties in the University Boulevard area.

The following outline of procedures is created to explain how the grant program will be implemented by the City of Clive. The City is committed to making this program work as quickly as possible so that the affected property owners may promptly make their property decisions with as much information as is available. The period of performance associated with the grant is April 30, 2026 through April 23, 2029.

Voluntary Acquisition Program

Funding for this program requires that certain conditions are met in order for it to be on a voluntary basis. Since this is a voluntary acquisition that is funded under the Flood Mitigation Assistance program, the City is exempt from following the processes and notices to owners required for acquisition by the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (hereinafter referred to as URA).

A voluntary acquisition program, in order to be exempt from the Uniform Act, must make offers to purchase on a willing buyer/willing seller basis. That is, if the seller rejects the offer, the City will not pursue acquisition of the property by using its eminent domain powers. In addition, the City must not be purchasing the property for a known project. The City will use the same criteria for purchases in all cases for this program.

All property owners have signed a voluntary participation statements that were submitted with the FMA application.

Purchase Price

The City is using FEMA's Property Acquisition and Relocation for Open Space (44 CFR, Part 80) guidance by utilizing the pre-flood fair market value of the property for this voluntary acquisition program. Appraisals have been completed in accordance with the Uniform Standards of Professional Appraisal Practice (USPAP) to determine the market value offered.

Property owners who purchased the property after the flood event or property owners who are not a US National or qualified alien will be offered current fair market value (post flood – as of the date of the purchase offer) in accordance with Part 80. This value will be determined by a USPAP appraisal procured and approved by the community and grantee.

Situations where large variations in appraised vs. assessed value are noted must be handled on a case by case basis, as sub-grantees must seek to prevent participation in the project for the sole purpose of profit.

In a situation where a property owner is purchasing a property from the deed holder on contract, the contract purchaser is considered to be the owner. If the contract purchaser abandons the property and "defaults" on the contract after a flood event, ownership reverts to the deed holder. This is considered a change in ownership, and only current market value may be offered. Similarly, in a foreclosure situation that took place after a flooding event, the foreclosing bank may only be offered current market value.

Property owners are not under any obligation to sell their property to the City and, an appeal process is in place to permit other information, including independent appraisals and updated information from the assessor to be submitted for the City's consideration. HSEMD must be made aware of and approve the resolution to any appeal.

What is to be Acquired

The City will acquire all land and improvements associated with the properties subject to this program. For commercial properties acquired under this program, the City has completed an environmental review (beginning with a Phase 1 Environmental Site Assessment) to certify that the property is reasonably free of recognized environmental concerns. This documentation has been provided to HSEMD and FEMA for approval. Additionally, an asbestos analysis for each property has been provided to HSEMD and FEMA for approval.

Pre-Acquisition Activities

The City shall undertake a number of activities relating to each property prior to making an offer to purchase. Briefly, these activities are:

1. Determine pre-flood market value as described above in "Purchase Price". Ensure each property owner is either a National of the United States or qualified alien before offering pre-flood market value for the property, per 44 CFR part 80.17.

2. Verify that the property owners want their property to be considered for acquisition under this program.

3. After the property owner indicates their interest in participating in this program, the City will:

    a. Prepare a schedule of property values.
    b. Order an update to the abstract and title opinion.
    c. Order a "mortgage" property survey, if necessary.
    d. Work with FEMA through HSEMD as well as the Small Business Administration (SBA) to obtain information on the proceeds received through those agencies' programs for each property.

4. Complete all pre-acquisition items on the Pre-Acquisition / Demolition Checklist.

    a. Obtain a "notice to proceed" with acquisition & demolition from HSEMD

b. These items must be complete prior to acquisition to ensure compliance with 44 CFR part 80.17(d) which states that incompatible facilities (improvements to property) must be removed within 90 days of acquisition.

Timing of Offers

The City will make offers to purchase to willing and eligible property owners after completion of the aforementioned pre-acquisition activities. It is anticipated that offers will be delivered to eligible owners as quickly as possible (currently estimated to occur in the fall 2026).

Offer

The City will make its purchase offers in substantially the same form as used with other City purchases of property, and including appropriate terms as provided by or required by the participating State and Federal agencies. Important policy elements of the offer are:

1. Purchase Price: The pre-flood or current USPAP appraised value of the real estate, or as defined in "Purchase Price". Ensure property owner is either a National of the United States or qualified alien before offering pre-flood market value for the property, per 44 CFR part 80.17. Refer to previous section to address properties that will be offered an amount other than pre-flood value.

2. Deduction from Purchase Price: As applicable, insurance proceeds for real estate damage, other public payments as determined by FEMA that represent a duplication of payment for the real estate, property taxes due and owing, and other payments required to clear special assessments, liens or judgments, will be paid prior to closing or deducted from the HUD-1 settlement statement at the time of closing. The purchase offer should not be reduced by these amounts; instead the HUD "proceeds to the seller" column will be adjusted. The City will receive an individual determination by FEMA and SBA of the deductions or credits on FEMA and/or SBA funds already disbursed.

3. Closing and Possession: The City will not close and take possession of a property until the buildings are uninhabited by the seller(s) and all personal property has been removed from the property. Once all title and closing-related issues have been addressed, the City shall take possession based on a mutually agreeable closing date with the property owner.

Offer Form

The City will provide a written purchase price at the time an offer to purchase is presented. The City's standard purchase agreement template shall be used for this project. At a minimum, the purchase agreement shall include:

Closing Date – A mutually agreed upon date by the City and the seller to close on the property.

Clear Title – The seller must provide clear title to the City's satisfaction before the closing can occur. The seller must convey by warranty deed. Title insurance in the form of a title guaranty certificate must be

obtained through Iowa Title Guaranty prior to closing. Although this certificate is not required by Iowa law, it is required by the hazard mitigation program.

Eligibility – The City must certify the property owner is either a National of the United States or qualified alien before offering pre-flood market value for the property.

Expiration Date – The City will allow two weeks from the date the offer is made for the seller to decide whether to accept. The City will permit an extension of the expiration date, if requested in writing by the owner, up to an additional two weeks. It is the intention of the City to make as many offers as quickly as possible. Sellers will be reminded that if they do not want to accept the offer, they must let the City know as soon as possible.

Property Inspection – The seller will grant access to the City to inspect the flood damaged property for personal property, hazardous materials, etc. that must be removed prior to closing.

Removal of Debris – The seller agrees to remove, at their expense, prior to closing, all vehicles and vehicle parts, firewood, construction material debris, and other personal property located on the site.

Subject to Approval of the City Council – The offer is subject to the approval of the City Council.

Appeal of Offer Price

If, after the presentation of the offer, the seller believes the offer price is incorrect due to factual errors and/or can present additional information directly relating to the fair market value, the City will have an appeal process as described below:

The seller may appeal the estimate of fair market value after presentation of the City's offer to purchase and before the expiration date of the offer to purchase. Within two weeks of the City's offer to purchase, the seller shall present a written statement which includes the reason for the appeal such as factual information and any data that support the reason for the appeal to increase the offer price. HSEMD must be made aware of and approve the resolution to any appeal that will cause a deviation from the approved scope of work or budget.

Within 30 days of filing the written appeal statement, the seller, at his/her expense must provide an appraisal report to the City for review. The appraisal must be prepared by a USPAP certified appraiser approved by the City. The seller may submit a written request to the City for a 14-day extension to allow the additional time necessary to secure the appraisal. In the case that the seller exceeds the 30-day period to obtain and submit the appraisal, and does not provide a written request for an extension, the original offer to purchase price will prevail.

NOTES: (1) The federal program only allows the "as is" purchase price if purchased within a year of the Sub-applicant's offer. If the property was purchased post-flood, an appraisal reflective of current market value must be used to determine market value. Appeals to the current market value may be considered, however any costs above the current market value will be the responsibility of the community. The only exception may be if a property has been improved since its purchase. HSEMD must be made aware of and approve any appeals that will deviate from the approved scope of work or budget. (2) If the City

chooses to offer more than what the program funds will pay, the portion over the allowed amount will be the responsibility of the City.

Process After Offer is Accepted

If the property owner accepts the City's offer, the following will be undertaken:

1. The purchase agreement must be approved by the City Council before it becomes effective.

2. The seller will provide the City with a property abstract or, if necessary, the City will obtain a new 40-year abstract at the seller's expense.

3. The City will forward the abstract for updating.

4. Once the abstract is updated, the City Attorney will prepare a Preliminary Title Opinion. Based on the Preliminary Title Opinion, the City Attorney will prepare sample forms of affidavits and releases necessary to properly convey a clear title to the City. Upon receipt of the necessary title-clearing documents from the seller, the City Attorney will prepare a closing statement utilizing the HUD-1 Settlement Statement Form or similar closing statement, and set up the closing. The City will notify the Grant Administrator of the pending closing in order to undertake the required property inspections and prepare appropriate requisitions.

5. The City will not take title to the subject property until the buyer and seller have come to an agreement on the date of the closing. Optimally the displaced property owner will locate a replacement property, obtain an accepted offer on that property, and have prepared to move into the replacement property so that closings on the displacement and replacement dwellings can be concurrent. The intention for this process is that the City wishes to arrange to take title to the flood damaged properties when the owner is ready to vacate and take possession of their chosen replacement property.

6. The warranty deed and deed restrictions will be recorded with the Polk County Recorder and Treasurer.

Acquisition Staff

The Community Development Director (CDD) shall be the designated Grant Administrator for the City on this project. The CDD will present the offer, be available to answer questions and support the closing process.

If the offer is rejected and the property owner chooses not to sell the property to the City, the CDD will close the property file and "de-obligate" the funds reserved for the property's acquisition.

Contract Services

The City shall hire a number of services to be performed on a contractual basis to assist in the acquisition program. The services anticipated to be contracted for may include but are not limited to the following:

1. Title certificate and abstracts
2. Mortgage property surveys
3. Title opinions
4. Escrow agent / Closing agent
5. Historical intensive level surveys, if required
6. Demolition work
    a. Construction Management
    b. Asbestos Testing/Survey and Monitoring
    c. Asbestos Abatement (if necessary)
    d. Structure Removal
7. Appraisals
8. Environmental Site Assessment
9. Decent, Safe and Sanitary Inspection Services

The procurement of contracted services shall be completed in accordance with the City's Standard Financial Policies and Procedures (Chapter 9: Purchasing Policy, Approved 04/25/2024)

Property Management

The City will undertake certain property management activities upon the acquisition of those voluntary-participating, flood-damaged properties that the owners choose to sell. It is the intention of the City to minimize its costs and risks in managing the properties when acquired.

Inspections

The form of the Offer to Purchase provides that the City will have the right to inspect the premises once the seller accepts the offer. The purposes of the inspection are to determine if there are any hazardous materials on site, serious safety risks or unique fixtures to the property that the City would need to deal with upon its acquisition.

A further requirement of the Offer to Purchase provides that the seller agrees to remove from the property, at their expense and prior to closing, all vehicles, wood, construction materials, debris and personal property. The purpose of this provision is to ensure that the City is not burdened with the cost and risk of injury or expense of removal of the abandoned personal property.

Salvage

Salvage by the City will not occur without a compelling reason, as this is considered to be program income and reduces the Federal cost share of the project. Salvage rights will be awarded to the demolition contractor in an effort to reduce demolition costs. The City retains the right to sell part or all of the structure following transfer of title from the owner and prior to demolition. Revenue from salvage will be considered program income and treated accordingly.

Demolition

The City will comply with the "Public Assistance Demolition Guide" that was provided by HSEMD for demolition completion. All acquired property will be returned and maintained as open space in accordance with 44 CFR part 80 and the FEMA Hazard Mitigation Assistance Unified Guidance.

Program Close-Out

Once the owners of all eligible properties have been contacted and acquisitions / demolitions have either been completed or declined, a review of the files will be completed by staff following the clearing of all fixtures from the subject properties. Any program revisions that may have occurred will be noted in the Administrative Plan and all files will be kept in accordance with the City's standard file policies and procedures. A final project and grant closeout meeting between the CIty and HSEMD will be coordinated. At completion of the grant activities, the community shall provide the following to FEMA through the State:

- A photograph of the property site after project implementation
- A copy of the recorded deed and attached deed restrictions
- Latitude and Longitude coordinates for each property

Post-Settlement Transfer of Property Interest

The City understands that transfer of property interest will only be considered if the transferee meets the requirements stated in 44 CFR §80.19(b). After acquiring the property interest, the community (including successors in interest) shall convey any interest in the property only if the FEMA Region VII Regional Administrator, through the State of Iowa, gives prior written approval of the transfer and the transferee.

The transferee must be another public entity or a qualified conservation organization. A qualified conservation organization means an organization with a conservation purpose where the organization maintained that status for at least 2 years prior to the opening of the grant application period that resulted in the transfer of the property interest to the community, pursuant to §170(h) (3) and (4) of the Internal Revenue Code of 1954, as amended, and the applicable implementing regulations. The transferee must document its status as a qualified conservation organization, where applicable. Any request to convey any interest in the property must include a signed statement from the proposed transferee that it acknowledges and agrees to be bound by the terms of the original mitigation grant conveyance, 44 CFR Part 80 and Hazard Mitigation Grant Program programmatic guidance, and must reference and incorporate the original deed restrictions providing the notice of conditions. The statement must also incorporate a provision for the property interest to revert to the community or State in the event that the transferee ceases to exist or loses its eligible status as defined in 44 CFR §80.19.

Monitoring Reporting and Inspection

HSEMD and the City will work together to ensure that the property is maintained in accordance with land use regulations. Every 3 years, the City must submit documentation to the FEMA Region VII Regional Administrator, through the State of Iowa, certifying that the City has inspected the property within the

month preceding the report and that the property continues to be maintained consistent with the provisions of the grant. The State, FEMA and the City have the right to enter the parcel, with notice, in order to inspect the property to ensure compliance with land use regulations.

Records Retention and Audit Requirements

Records will be maintained for a minimum of three years from the date that HSEMD provides written notification to the City that the grant has been closed. Records retention must comply with the 44 Code of Federal Regulations (CFR), Section 13.26. Audit requirements will be in accordance with the Single Audit Act Amendments of 1996 and OMB Circular A-133 (provisions of June 1997).

SUBAWARD AGREEMENT

Between

Iowa Department of Homeland Security and Emergency Management

And

City of Clive

AWARD DOCUMENT - Commitment to Award and Accept Funds			
Federal Assistance Listing	Flood Mitigation Assistance (FMA)	Subrecipient Grant Agreement Number	EMK-2023-FM-001-0004
Assistance Listing Number	97.029		
Subaward Project Description	A - Property Acquisition	Subrecipient UEI Number	LRS5PSJHNEW9
Federal Awarding Agency	U.S. Department of Homeland Security (DHS), Federal Emergency Management Agency (FEMA)	Subrecipient Prior Award Amount	$ -
Pass-Through Entity and State Administering Agency	Iowa Department of Homeland Security & Emergency Management (HSEM)	Amount Awarded This Action + or (-)	**$ 14,228,131.00**
Federal Award Date	04/30/2026	Total Funds Obligated	$ 14,228,131.00
Indirect Cost Rate	Not Applicable	Total Federal Award	$ 13,122,621.40
Federal Award Identification Number	EMK-2023-FM-001-0004	Total State Award	$ 1,105,509.60
Subrecipient Organization	City of Clive 1900 NW 114th St. Clive, IA 50325-7077	Total Local Award	$ 0.00
Research & Development (R&D)	Non-R&D	Sub-Award Budget/Performance Period	Start Date: 4-30-2026
			End Date: 4-23-2029
Sub-Award Project Title	University Boulevard Flood Mitigation -2024 Buyout Program		
Federal Project Description	See Exhibit B		

I. SCOPE OF WORK:

This Subaward Agreement (AGREEMENT) is to provide the **City of Clive** (SUBRECIPIENT) with federal assistance from the Flood Mitigation Assistance (FMA) program. The total subaward is **$ 14,228,131.00**.

Project Costs - The federal share shall not exceed **$ 13,039,260.40** or **92.18%** of actual allowable subaward costs. The state share shall not exceed **$ 1,105,509.60** or **7.82%** of the actual allowable subaward costs.

Management Costs – Management costs shall not exceed **$83,361.00 or 5%** of the actual allowable project costs, whichever is less. Management costs are 100% federal and are not included in the project cost total or cost share calculation.

These funds are to assist the SUBRECIPIENT with completing the approved scope of work in accordance with the work schedule, milestones, and budget that were submitted to and approved by Iowa Department of Homeland Security and Emergency Management (HSEM) and the Federal Emergency Management Agency (FEMA). See Exhibit A: FEMA Award Notification and Exhibit B: Approved Scope of Work and Budget.

Any modifications to the approved scope and/or budget must be submitted to and approved by HSEM prior to executing the changes. This includes all change orders. The SUBRECIPIENT is required to obtain all necessary permits before any construction begins.

EHP Standard Conditions:

Any change to the approved scope of work will require re-evaluation for compliance with NEPA and other Laws and Executive Orders.

This review does not address all federal, state, and local requirements. Acceptance of federal funding requires recipient (to include the SUBRECIPIENT) to comply with all federal, state, and local laws. Failure to obtain all appropriate federal, state, and local environmental permits and clearances may jeopardize federal funding.

If ground disturbing activities occur during construction, applicant will monitor ground disturbance and if any potential archeological resources are discovered, will immediately cease construction in that area and notify the State and FEMA.

EHP Special Conditions:

- **National Historic Preservation Act (NHPA):** Care shall be required to avoid ruts when operating heavy equipment. Demolition shall be required to occur only on dry or frozen ground, or the use of heavy equipment mats shall be required.

- **National Historic Preservation Act (NHPA):** In the event that archaeological deposits (soils, features, artifacts, or other remnants of human activity) are uncovered during the work, the project shall be halted. The Sub-applicant shall immediately stop all work in the vicinity of the discovery and take all reasonable measures to avoid or minimize harm to the finds. The Sub-applicant shall inform the Iowa Department of Homeland Security and Emergency Management (HSEM) immediately, will secure all archaeological finds, and will restrict access to the area. IHSEM shall notify FEMA and FEMA will consult with the Iowa State Historic Preservation Office (SHPO) and other potential consulting parties including Native American Tribes and the Office of the State Archaeologist (OSA). Work in sensitive areas may not resume until an archaeologist who meets the Secretary of the Interior's Professional Qualifications Standards

determines the extent and historic significance of the discovery and consultations are completed. Work may not resume at or around archaeological deposits until the Sub-applicant is notified by HSEM. Noncompliance with this requirement may jeopardize the receipt of federal assistance including funding.

- **National Historic Preservation Act (NHPA):** Upon discovery of suspected human remains during construction, including bone or other remains suspected to be human, ground-disturbing activities shall immediately cease within 50 ft of the discovery. The construction contractor or inspector ("on-site responsible person") will immediately notify the State Medical Examiner (SME), and the appropriate local law enforcement agency in accordance with Section 523I.316.6 of the Iowa Code, and the Iowa Department of Homeland Security and Emergency Management (HSEM), will secure all remains, and restrict access to the area. Photographs and or video of the discovery shall be prohibited. HSEM shall notify FEMA, and FEMA will notify the Iowa State Historic Preservation Officer (SHPO), and the University of Iowa's Office of the State Archaeologist's (OSA) Bioarchaeology Program Director, Indian tribes, and other interested parties within 24 hours of the discovery. If there is uncertainty as to whether remains are human or of non-human origin, the OSA's Bioarchaeology Program Director shall be contacted to make the determination. In cases where human remains are determined to be Native American, FEMA shall also consult with the appropriate Tribal representative(s). Additionally, FEMA shall follow the guidelines outlined in the ACHP Policy Statement Regarding the Treatment of Burial Sites, Human Remains, and Funerary Objects (February 23, 2007) and the OSA's Unanticipated Discoveries Plan for Human Remains, that outlines procedures recommended in the event of an unanticipated discovery of human remains during construction associated with projects for which standard Section 106 consultation has occurred between a federal agency and the SHPO. Noncompliance with this requirement may jeopardize the receipt of federal assistance including funding.

- **National Historic Preservation Act (NHPA)**: Demolition and other ground disturbing activities shall be limited to within the immediate proximity of the buildings and structures and be performed in a manner minimizing disturbance to adjacent ground surfaces. There shall be no grading of previously undisturbed soil.

  National Historic Preservation Act (NHPA): All borrow or fill material must come from pre-existing stockpiles or commercially procured material from an existing source. For any FEMA funded project requiring the use of a non-commercial source in whole or in part, regardless of cost, the Subapplicant must notify FEMA and Applicant prior to extracting material. FEMA must review the source for compliance with all applicable federal environmental planning and historic preservation laws and executive orders prior to a Sub-applicant or its contractor commencing borrow extraction. Consultation and regulatory permitting may be required. Non-compliance with this requirement may jeopardize receipt of federal funding. Documentation of borrow sources utilized is required at closeout.

- **Executive Order 11990 Wetlands**: Construction activities and equipment storage are not to be located in or impact any adjacent wetlands. All materials and equipment should be staged outside of the wetland on paved or previously disturbed areas.

- **Executive Order 11990 Wetlands**: The Sub-applicant shall ensure that best management practices are implemented to prevent erosion and sedimentation to surrounding, nearby or adjacent wetlands. This includes equipment storage and staging of construction to prevent erosion and sedimentation to ensure that wetlands are not adversely impacted per the Clean Water Act and Executive Order 11990.

- **Resource Conservation and Recovery Act aka Solid Waste Disposal Act (RCRA):** Provide the selected demolition contractor with copies of all previous Environmental Site Assessment and Limited Subsurface Investigation reports, including findings and data .

- **Resource Conservation and Recovery Act (RCRA):** Unusable equipment, debris and material shall be disposed of in an approved manner and location. Prior to demolition, Sub-applicant must conduct inspection of buildings and structures for lead based paint and/or other potentially hazardous materials. In the event significant items (or evidence thereof) are discovered during implementation of the project, sub-applicant shall handle, manage, and dispose of petroleum products, hazardous materials and toxic waste, or lead based paint in accordance with the requirements and to the satisfaction of the governing local, state and federal agencies. Failure to comply with these conditions may jeopardize FEMA funding. Verification of compliance will be required at project closeout.

- **State Hazardous Materials and Solid Waste Laws**: The Sub-applicant shall ensure that all demolition debris is disposed of in a manner consistent with State regulations. The Sub-applicant will provide locations of any temporary debris staging sites and the final debris disposal sites at closeout. Failure to comply with these conditions may jeopardize FEMA funding. Verification of compliance will be required at project closeout.

- **State Hazardous Materials and Solid Waste Laws**: Underground Storage Tanks (USTs) may be regulated under state and local requirements depending on what is or was stored in the UST and the USTs purpose. In the event underground storage tanks are identified, they must be managed in accordance with state and local requirements. Failure to comply with these conditions may jeopardize FEMA funding. Verification of compliance will be required at project closeout.

- **State Hazardous Materials and Solid Waste Laws**: In the event a well or cistern is discovered, the well/cistern must be plugged in accordance with state and local requirements. Failure to comply with these conditions may jeopardize FEMA funding. Verification of compliance will be required at project closeout.

- **OTHER (enter specifics in comments):** National Emission Standards for Hazardous Air Pollutants (NESHAP): Prior to demolition, sub-applicant must conduct inspection of buildings and structures for asbestos. If any asbestos containing material is found during construction, remediation, repair, or demolition activities, the Sub-applicant must comply with all federal, state, and local abatement and disposal requirements. Failure to comply with these conditions may jeopardize FEMA funding. Verification of compliance will be required at project closeout.

II. AGREEMENTS

HSEM will provide financial oversight and management in the role of recipient/pass-through entity based on the grant guidance in 2 CFR, Part 200, Subpart D, Section 200.332, the grant financial guide and other state and federal guidelines. HSEM will provide technical assistance and direction to the SUBRECIPIENT on programmatic and financial requirements. HSEM will provide all appropriate documents and forms and make payments to the SUBRECIPIENT to complete the approved scope of work.

HSEM is responsible for monitoring the SUBRECIPIENT's activities to provide reasonable assurance that the SUBRECIPIENT administers this subaward in compliance with federal and HSEM requirements. Responsibilities include reviewing the SUBRECIPIENT's records that support receipts and expenditures, financial records are maintained and adequate for audit, proper cash management, and expenditures are eligible and allowable. A pre-award risk assessment is completed for each subrecipient to assist HSEM in determining the minimum level of monitoring that will be needed throughout the life of this subaward in accordance with 2 CFR, Part 200. See Exhibit C: Pre-Award Risk Assessment.

Additionally, the SUBRECIPIENT will be monitored periodically by HSEM to ensure that the program goals, objectives, timelines, budgets, and other related program criteria are being met. Monitoring will be accomplished through a combination of office-based and on-site monitoring visits. Monitoring will involve the review and analysis of the financial, programmatic, and administrative records relative to each program, and will identify areas where technical assistance and other support may be needed.

The SUBRECIPIENT will allow HSEM and auditors to access any necessary records and financial information as indicated in 2 CFR, Part 200, Subpart D, Section 200.334 through Section 200.338.

The SUBRECIPIENT will pass appropriate resolutions to assure HSEM that it is participating, and will continue to participate, in the National Flood Insurance Program, if mapped.

The SUBRECIPIENT must disclose in writing any potential conflicts of interest to HSEM in accordance with applicable FEMA policy and 2 CFR, Part 200, Subpart D, Section 200.112.

The SUBRECIPIENT must disclose in writing to HSEM all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal subaward in accordance with 2 CFR, Part 200, Section 200.113. Failure to make required disclosures can result in any of the remedies described in 2 CFR, Part 200, Subpart D, Section 200.339 through Section 200.343, Remedies for noncompliance. (See also 2 CFR, Part 180, Suspension and Debarment, and 31 U.S.C. 3321)

The SUBRECIPIENT and the SUBRECIPIENT's authorized representative agree to provide all supervision, inspection, accounting, and other services necessary to complete the scope of work from inception to closeout with the requirements set forth below.

Planning subawards only:

Compliant Plans shall be adopted by the applicable legal jurisdiction(s) and shall be submitted to HSEM. Final Plans must be approved by HSEM and FEMA 90 days prior to the end of the Performance Period of this AGREEMENT. Final Plans shall be accompanied by a completed and signed "Local Hazard Mitigation Plan Review Tool" and the "Mitigation Data Worksheet", and are a requirement for accepting this subaward.

III. PERIOD OF PERFORMANCE

The approved Period of Performance for this subaward is from **4/30/2026 through 4/23/2029.** All work must be completed prior to the end of the Period of Performance. HSEM will not reimburse the SUBRECIPIENT for costs that are obligated or incurred outside of the Period of Performance.

If a time extension is needed, one must be requested at least 90 days prior to the end of the Period of Performance. All requests must be supported by adequate justification submitted to HSEM in order to be processed. This justification is a written explanation of the reason or reasons for the delay; an outline of remaining funds available to support the extended performance period; milestones that are unmet; and a description of performance measures necessary to complete the subaward. The SUBRECIPIENT shall request time extensions through EMGrantsPro, HSEM's web-based grant management system, and include justification of the request. Without the justification, time extension requests will not be processed.

IV. AUTHORITIES AND REFERENCES

The SUBRECIPIENT shall comply with all applicable laws and regulations. A non-exclusive list of laws and regulations commonly applicable to FEMA grants follows hereto for reference only.

- **Uniform** Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards set forth at 2 CFR, Part 200 - 2 CFR Part 200 and adopted by DHS at 2 CFR. §3002.10
- Section 203 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended, 42 U.S.C. 5133 et seq.
- **Title** 44 of the Code of Federal Regulations (CFR) - Part 80 - Property Acquisition and Relocation for Open Space, if applicable
- **Title** 44 of the Code of Federal Regulations (CFR) - Part 9 - Floodplain Management and Protection of Wetlands, if applicable
- **Title** 44 of the Code of Federal Regulations (CFR) - Part 201 - Mitigation Planning
- **Title** 44 of the Code of Federal Regulations (CFR) - Part 206 - Federal Disaster Assistance
- Title 31 Part 205 – Rules and Procedures for Efficient Federal – State Funds Transfers
- **Title** 31 CFR 205.6 Funding Techniques
- 2 CFR Part 170 – Reporting Subaward and Executive Compensation – Appendix A to Part 170 Award Term
- Hazard Mitigation Assistance Guidance, March 23, 2023
- FY2023 FMA Notice of Funding Opportunity (NOFO)
- SUBRECIPIENT's application that was received and approved by HSEM and FEMA
- Federal Agreement Articles (see Addendum 1) and Subaward-Specific Terms and Conditions specific to subrecipient (see Addendum 2) to this AGREEMENT
- Any other applicable Federal Statutes including the Transparency and Recovery Act

V. FINANCIAL MANAGEMENT SYSTEM

To ensure federal funds are awarded and expended appropriately, the SUBRECIPIENT will establish and maintain a financial management system as outlined in 2 CFR, Part 200, Subpart D, Section 200.302, and internal controls in Section 200.303. The standards for SUBRECIPIENT organizations stem from the Office of Management and Budget's (OMB) uniform administrative requirements and the cost principles in 2 CFR, Part 200, Subpart E. State, local and tribal organizations must follow the uniform administrative requirements standards in 2 CFR Part 200. These standards combined with the audit standards provided within 2 CFR, Part 200, Subpart F, plus the requirements of the Generally Accepted Accounting Principles constitute the basis for all policies, processes and procedures set forth in this financial management system for the SUBRECIPIENT.

The SUBRECIPIENT's financial management system must include:

- internal controls based on the American Institute for Certified Public Accountants (AICPA) definitions and requirements in the government-wide administrative requirements and cost principles
- a chart of accounts that includes a separate cost center, fund, or accounting codes for each federal grant, program, or funding source
- procedures to minimize cash on hand in compliance with the Cash Management Improvement Act (CMIA) and good business processes
- the ability to track expenditures on a cash or accrual basis
- the ability to track expenditures in both financial and program budgets
- procedures to document all grant-related expenditures, broken down by budget line items
- procedures to ensure expenditures are eligible and allowable
- the ability to fulfill government-required financial reporting forms

VI. PROCUREMENT

This AGREEMENT requires that all procurement be executed by the SUBRECIPIENT within the guidelines of 2 CFR, Part 200 Subpart D, Section 200.318 through Section 200.327, including Appendix II. Procurement standards must be in accordance with the written adopted procedures of the SUBRECIPIENT, provided that the local procurement standards conform to applicable State and Federal law and the standards identified in 2 CFR, Part 200. The SUBRECIPIENT must maintain written standards of conduct covering conflicts of interest as outlined in 2 CFR, Part 200 Subpart D, Section 200.318. The SUBRECIPIENT will ensure that every purchase order or other contract includes clauses required by Federal statutes and executive orders and their implementing regulations. **The SUBRECIPIENT must submit copies of its own written procurement guidelines, written conflict of interest guidelines, bid documents and contract documents to HSEM prior to awarding or executing contracts. No contract will be accepted without HSEM's prior review.**

In addition to the guidelines of 2 CFR, Part 200, Section 200.318 through Section 200.327, the SUBRECIPIENT will need to adhere to 2 CFR, Part 200, Section 200.216, 200.471 and

Appendix II as well as section D.13.a of the NOFO regarding prohibitions on covered telecommunications equipment or services.

VII. AUDIT

The SUBRECIPIENT must comply with the requirements of the Single Audit Act Amendments of 1996 and 2 CFR, Part 200, Subpart F. Reference: Assistance Listing 97.029, Flood Mitigation Assistance (FMA)

VIII. PAYMENT REQUEST PROCESS

The SUBRECIPIENT may submit a payment request up to 30 days prior to an anticipated expenditure or disbursement. The SUBRECIPIENT must be able to account for the receipt, obligation, and expenditure of funds. If interest is earned, the SUBRECIPIENT agrees to comply with the federal requirements from 2 CFR, Part 200, Subpart D, Section 200.305. The SUBRECIPIENT may keep interest earned on Federal grant funds up to $500 per fiscal year. This maximum limit is not per subaward; it is inclusive of all interest earned as a result of all federal grant program funds received per year. Subrecipients are required to report all interest earned at least quarterly to HSEM. HSEM will provide instructions to the SUBRECIPIENT for the disposition of reported interest earned.

Payments to subrecipients are based on eligible expenditures that are specifically related to the approved subaward budget and scope of work. The SUBRECIPIENT has two options available to them when requesting payments from HSEM. Subrecipients can request **Reimbursement** for allowable expenditures already paid, or request an **Advance** for expenditures to be paid within 30 days.

Payments shall be limited to the documented cash requirements submitted by the SUBRECIPIENT. The SUBRECIPIENT must submit a completed Request for Reimbursement (RFR) through EMGrantsPro and provide supporting documentation of eligible subaward costs to receive payment of funds.

- **Reimbursement** requests must include payment verification (i.e. paid invoices, receipts, payroll records with personnel activity reports, cancelled checks, general ledger print outs, etc.). HSEM reserves the right to request that the SUBRECIPIENT submit additional expenditure documentation upon request.

  Additional documentation for Acquisitions: Purchase Offers, HUD Settlement Statements, and copies of tax assessment records, copies of appraisals if used as the basis for pre-flood fair market value, invoices, and copies of all payments.

- **Advance** payment requests must include the detailed costs the SUBRECIPIENT is obligated to pay (i.e. invoices, accepted quotes, executed contracts, or other documents). Payment verification documents (same documents required for a Reimbursement request) for the advance must be submitted to HSEM within 30 days after the advance, and before future advances are made. If the SUBRECIPIENT is unable to demonstrate the

willingness to maintain written procedures that minimize the time elapsing between the transfer of funds and disbursement by HSEM, a financial management system that meets the standards for fund control and accountability as established in 2 CFR, Part 200, or is considered a High Risk subrecipient, then reimbursement requests will be required.

No more than thirty (30) days shall elapse between the date of receipt of a warrant and pay out of the funds by the SUBRECIPIENT. All supporting documentation must be submitted to HSEM immediately following the SUBRECIPIENT's pay out of the funds. **If the SUBRECIPIENT has incurred the costs within the 30 days but is unable to pay out the funds on the 30th day, the SUBRECIPIENT shall provide written communication to HSEM of when the proof of payment will be provided and receive approval from HSEM before the 30 days expires. All other support documents are required to be submitted on time.**

If the SUBRECIPIENT requested funds in excess of the costs incurred from the advance payment, two options will be available to the SUBRECIPIENT:

- **HSEM can apply the overpayment to the next request from the SUBRECIPIENT, as long as the request is received by HSEM within the 30 days and the SUBRECIPIENT provides written notification to HSEM to apply the overpayment to the new request, or**
- **The SUBRECIPIENT shall promptly return overpayments to HSEM within the 30 days.**

Required documents prior to payments from HSEM. Payment of funds will not be made to the SUBRECIPIENT until HSEM has on file the following documents:

- FEMA Award Notification (attached to this AGREEMENT)
- Pre-Award Risk Assessment (attached to this AGREEMENT)
- Signed Subaward Agreement
- Substitute W9/Vendor Update Form (if not already on file at HSEM)
- Chart of Accounts verifying that unique revenue and expenditure accounts, cost centers or account codes have been established within the SUBRECIPIENT's cash management/accounting system for each program included in this AGREEMENT.
- Procurement documents: written procurement and conflict of interest documents, method of procurement, bid specifications reviewed by HSEM, copy of approved and executed contracts between the SUBRECIPIENT and contractor.
- Signed certification from the SUBRECIPIENT's authorized representative for the payment request as outlined in 2 CFR, Part 200, Subpart D, Section 200.305.

Expenditures must be in accordance with the approved scope of work and budget and in accordance with 2 CFR, Part 200, Subpart D. The SUBRECIPIENT's contributions must be verifiable from the SUBRECIPEINT'S records; not be included as contributions for any other Federal subaward; be necessary and reasonable, allowable, and allocable under the grant program and must comply with all Federal requirements and regulations.

Cash match can be money contributed to the SUBRECIPIENT by the SUBRECIPIENT, other public agencies and institutions, private organizations and individuals as long as it comes from a non-federal source. Cash spent must be for allowable subaward costs in accordance with the SUBRECIPIENT's approved scope of work and budget and must be applicable to the period to which the cost sharing or matching requirement applies. Documentation can be copies of the SUBRECIPIENT's checks to the third parties and a copy of the SUBRECIPIENT's general ledger for revenues and expenses clearly showing the federal and non-federal cash sources.

In-kind match must comply with the requirements of 2 CFR, Part 200, Subpart D, Section 200.306(b), entitled "Cost sharing". The value of in-kind contributions is also applicable to the period to which the cost sharing or matching requirement applies. The in-kind match provided must be documented by the third party contributing the in-kind services. The in-kind match must be specifically stated in the SUBRECIPIENT's scope of work and budget before in-kind match will be allowed to match this subaward. Documentation can be a letter (on letterhead) from the third party stating the scope of their work, what is being contributed as it relates to the scope of work, dates of service/donation, record of donor, the value (rates of staffing, equipment usage, supplies, etc.) a statement to the effect that the value is normally charged, deposit slips for cash contributions and a statement that the value is being waived on behalf of the SUBRECIPIENT to meet the matching requirements to the SUBRECIPIENT's subaward. Such documentation must be kept on file by the SUBRECIPIENT.

If the local match is insufficient to satisfy the local match requirements for receiving all available federal funds, the awarded federal funds will be reduced accordingly so as not to exceed the maximum federal share allowed under this subaward.

The SUBRECIPIENT must maintain records and documentation showing how the value placed on third-party in-kind contributions is derived. Regulations are in 2 CFR, Part 200, Subpart D Section 200.306, and Subpart E Section 200.434.

IX. PROGRAM INCOME

Program income, as defined in the 2 CFR, Part 200, Section 200.1, that is directly generated by this subaward, must comply with 2 CFR, Part 200, Subpart D, Section 200.305 and Section 200.307. Program income must be deducted from the subaward's total allowable costs. All program income must be reported in the quarterly financial progress reports in the quarter it is earned.

X. REPORTING REQUIREMENTS

Quarterly programmatic and financial reports are required on the progress relative to the approved scope of work as outlined in 2 CFR, Part 200, Subpart D, Section 200.328 through Section 200.330. Subrecipients are required to complete the quarterly progress report forms that are provided by HSEM and submit them by the due dates stated by HSEM. **Due dates are January 15, April 15, July 15, and October 15. The first report is due following the end of the reporting period in which the subaward was awarded by FEMA. The reporting periods are January-March, April-June, July-September, and October-December.**

XI. CLOSE OUT

The SUBRECIPIENT must prepare and submit by the end of the Period of Performance, and/or within 60 days of the completion of the approved scope of work, **whichever comes first**, all required financial, performance and other reports as outlined in 2 CFR, Part 200 Subpart D, Section 200.344 and Section 200.345. The SUBRECIPIENT must liquidate all obligations incurred under the subaward by the end of the Period of Performance or upon completion of the scope of work, whichever comes first. The SUBRECIPIENT must dispose of property purchased with subaward funds and dispose of or return government-furnished property no longer being used for subaward-related activities. All accounts must be settled, including reimbursements for any remaining allowable costs and refunds to HSEM of any unobligated cash that was advanced in accordance with 2 CFR, Part 200, Subpart D, Section 200.346.

XII. RECORD RETENTION

The SUBRECIPIENT must retain records pertinent to the Federal subaward for three (3) years from the date of HSEM's closeout notification to the SUBRECIPIENT. If, however, there is any litigation, claim, negotiation, audit, request for information, or other action involving this subaward that starts after that date, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the 3-year period, whichever is later as outlined in 2 CFR Part 200, Subpart D, section 200.334.

XIII. WAIVERS

No conditions or provisions of this AGREEMENT can be waived unless approved by HSEM and the SUBRECIPIENT, in writing. Unless otherwise stated in writing, HSEM's failure to insist upon strict performance of any provision of this AGREEMENT, or to exercise any right based upon a breach, shall not constitute a waiver of any right or obligation specified under this AGREEMENT.

XIV. AMENDMENTS AND MODIFICATIONS

This AGREEMENT may be amended or modified in reference to the subaward funds provided, administrative procedures, or any other necessary matter, but not to take effect until approved, in writing, by HSEM and the SUBRECIPIENT.

XV. COMPLIANCE, TERMINATION AND OTHER REMEDIES

Unless otherwise stated in writing, HSEM requires strict compliance by the SUBRECIPIENT and its authorized representative(s) with the terms of this AGREEMENT, and the requirements of any applicable local, state and federal statute, rules, regulations; particularly those included in the Assurances in the Application which was submitted to FEMA by HSEM.

HSEM may suspend or terminate any obligation to provide funding or demand return of any unused funds, following notice from HSEM, if the SUBRECIPIENT fails to meet any obligations under this AGREEMENT or fails to make satisfactory progress toward administration or completion of said subaward. The SUBRECIPIENT is responsible for repayment of funds as a result of subsequent refunds, corrections, overpayments, or disallowed costs for ineligible expenditures.

The SUBRECIPIENT understands and agrees that HSEM may enforce the terms of this AGREEMENT by any combination or all remedies available to HSEM under this AGREEMENT, or under any other provision of law, common law, or equity.

XVI. INDEMNIFICATION

It is understood and agreed by HSEM and the SUBRECIPIENT and its agents that this AGREEMENT is solely for the benefit of the parties to this subaward and gives no right to any other party. No joint venture or partnership is formed as a result of this AGREEMENT.

The SUBRECIPIENT, on behalf of itself and its successors and assigns, agrees to protect, save, and hold harmless HSEM and the State of Iowa, and their authorized agents and employees, from all claims, actions, costs, damages, or expenses of any nature whatsoever by reason of the negligent acts, errors, or omissions of the SUBRECIPIENT or its authorized representative, its contractors, subcontractors, assigns, agents, licensees, arising out of or in connection with any acts or activities authorized by this AGREEMENT. The SUBRECIPIENT's obligation to protect, save, and hold harmless as herein provided shall not extend to claims or causes of action for costs, damages, or expenses caused by or resulting from the negligent acts, errors, or omissions of HSEM, the State of Iowa, or any of their authorized agents or employees.

The SUBRECIPIENT further agrees to defend HSEM, the State of Iowa, and their authorized agents and employees against any claim or cause of action, or to pay reasonable attorney's fees incurred in the defense of any such claim or cause of action, as to which the SUBRECIPIENT is required to protect, save, or hold harmless said parties pursuant to paragraph 2 of this part. The SUBRECIPIENT's obligation to defend, or to pay attorney's fees for the defense of such claims or causes of action as herein provided, shall not extend to claims or causes of action for costs, damages, or expenses caused by or resulting from the negligent acts, errors, or omissions of HSEM, the State of Iowa, or any of their authorized agents or employees.

XVII. ACKNOWLEDGMENTS

The SUBRECIPIENT shall include, in any public or private release of information regarding the activities supported by this subaward, language that acknowledges the funding contribution by HSEM and FEMA.

XVIII. INDEPENDENT CONTRACTOR STATUS OF APPLICANT

The SUBRECIPIENT, its officers, employees, agents and council members shall all perform their obligations under this AGREEMENT as an independent contractor and not in any manner as officers, employees or agents of HSEM or the State of Iowa. All references herein to the SUBRECIPIENT shall include its officers, employees, city council/board members, and agents. HSEM shall not withhold on behalf of any such officer, employee, city council/board member, or agent, or pay on behalf of any such person, any payroll taxes, insurance, or deductions of any kind from the funds paid to the SUBRECIPIENT for administrative purposes.

XIX. GOVERNING LAW, VENUE AND SEVERABILITY

The laws of Iowa shall govern this AGREEMENT and venue for any legal action hereunder shall be in the Polk County District Court of Iowa. If any provision under this AGREEMENT or its application to any person or circumstances is held invalid by any court of rightful jurisdiction, said invalidity does not affect other provisions of this AGREEMENT which can be given effect without the invalid provision.

XX. NOTICES

The SUBRECIPIENT shall comply with all public notices or notices to individuals as required by applicable state and federal laws, rules, and regulations and shall maintain a record of such compliance.

XXI. RESPONSIBILITY FOR SUBAWARD

While HSEM undertakes to provide technical assistance to the SUBRECIPIENT and its authorized representative in the administration of the subaward, said subaward remains the sole responsibility of the SUBRECIPIENT in accomplishing subaward objectives and goals. HSEM undertakes no responsibility to the SUBRECIPIENT, or any third party, other than what is expressly set out in this AGREEMENT.

XXII. NOTICES AND COMMUNICATIONS BETWEEN HSEM AND SUBRECIPIENT

All written notices and communications to the SUBRECIPIENT by HSEM shall be to:

Doug Ollendike
Community Development Director
City of Clive
1900 NW 114th St.
Clive, IA 50325-7077

Or the Alternate Point of Contact,

Matt McQuillen
City Manager
City of Clive
1900 NW 114th St.
Clive, IA 50325-7077

All written communications to HSEM by the SUBRECIPIENT and its authorized representative shall be to:

Mathew Noble
Mitigation Bureau Chief
Iowa Department of Homeland Security and Emergency Management
7900 Hickman Road, Suite 500
Windsor Heights, IA 50324

ENTIRE SUBAWARD AGREEMENT

This AGREEMENT sets forth the entire AGREEMENT between HSEM and the SUBRECIPIENT with respect to subject matter hereof. Commitments, warranties, representations and understandings or agreements not contained, or referred to, herein or amended thereto shall not be binding on either HSEM or the SUBRECIPIENT. Except as may be expressly provided herein, no alteration of any of the terms or conditions of this AGREEMENT will be effective without written consent of both parties.

IN WITNESS WHEREOF, HSEM and the SUBRECIPIENT have executed this AGREEMENT by the signatures of authorized persons of both entities and on the dates indicated below:

Iowa Department of Homeland Security and Emergency Management:	**City of Clive:**
Dennis Harper, Division Administrator	Matt McQuillen, City Manager
	Date
	Signature of Authorized Representative (optional)
	Doug Ollendike, Community Development Director

Attachments: Addendum 1: DHS STANDARD TERMS AND CONDITIONS
Exhibit A: FEMA Award Notification
Exhibit B: Approved Scope of Work and Budget
Exhibit C: Pre-Award Risk Assessment

Addendum 1: DHS STANDARD TERMS AND CONDITIONS

The Fiscal Year (FY) 2026 Department of Homeland Security (DHS) Standard Terms and Conditions apply to all new federal awards of federal financial assistance (federal awards) for which the federal award date occurs in FY 2026 and flow down to subrecipients unless a term or condition specifically indicates otherwise. For federal awards that may involve continuation awards made in subsequent FYs, these FY 2026 DHS Standard Terms and Conditions will apply to the continuation award unless otherwise specified in the terms and conditions of the continuation award. The United States has the right to seek judicial enforcement of these terms and conditions.

Article 1: Fiscal Year 2025 DHS Standard Terms and Conditions.
Notwithstanding any provision in the Notice of Funding Opportunity specifying that the applicable DHS Standard Terms and Conditions will be those in effect at the time of the award, and unless a term and condition specifically indicates otherwise, the Fiscal Year (FY) 2025 Department of Homeland Security (DHS) Standard Terms and Conditions v.3 will apply to the following subaward(s): EMK-2023-FM-001-0004 University Boulevard Flood Mitigation- 2024 Buyout Program. The DHS Standard Terms and Conditions are available at: https://www.dhs.gov/publication/dhs-standardterms-and-conditions. For subawards previously issued under this award and not specifically listed here, the DHS Standard Terms and Conditions that were in effect at the time the subaward was obligated must be followed.

Article 2: Payment Information.
The terms and conditions listed below are applicable only to the following subaward(s) EMK-2023-FM-001-0004 University Boulevard Flood Mitigation- 2024 Buyout Program. Instructions to Grant Recipients Pursuing Payments: FEMA reviews all grant payments and obligations to ensure allowability in accordance with 2 C.F.R. § 200.305. These measures ensure funds are disbursed appropriately while continuing to support and prioritize communities who rely on FEMA for assistance. For the subaward(s) identified in this Agreement Article, a recipient is required to first submit a payment request to the FEMA regional office, not through FEMA GO. Once submitted to the FEMA regional office, FEMA will review the request. If FEMA approves the payment request, it will instruct the recipient to submit and process the payment through FEMA GO. The payment will be delivered pursuant to the recipient's SAM.gov financial information. If FEMA disapproves the payment request, FEMA will inform the recipient. If a recipient processes a payment through FEMA GO prior to obtaining FEMA approval of the payment, FEMA may seek a remedy for noncompliance as stipulated in 2 C.F.R. § 200.339., including but not limited to termination. Processing and Payment Timeline: FEMA must comply with regulations governing payments to grant recipients. See 2 C.F.R. § 200.305. For grant recipients other than States, 2 C.F.R. § 200.305(b) (3) stipulates that FEMA is to make payments on a reimbursement basis within 30 days after receipt of the payment request, unless FEMA reasonably believes the request to be improper. For state recipients, 2 C.F.R. § 200.305(a) instructs that federal grant payments are governed by Treasury-State Cash Management Improvement Act (CMIA) agreements ("Treasury-State agreement") and default procedures codified at 31 C.F.R. part 205 and Treasury Financial Manual (TFM) 4A2000, "Overall Disbursing

Rules for All Federal Agencies." See 2 C.F.R. § 200.305(a). Treasury-State agreements generally apply to "major federal assistance programs" that are governed by 31 C.F.R. part 205, subpart A and are identified in the TreasuryState agreement. 31 C.F.R. §§ 205.2, 205.6. Where a federal assistance (grant) program is not governed by subpart A, payment and funds transfers from FEMA to the state are subject to 31 C.F.R. part 205, subpart B. Subpart B requires FEMA to "limit a funds transfer to a state to the minimum amounts needed by the state and must time the disbursement to be in accord with the actual, immediate cash requirements of the state in carrying out a federal assistance program or project. The timing and amount of funds transfers must be as close as is administratively feasible to a state's actual cash outlay for direct program costs and the proportionate share of any allowable indirect costs." 31 C.F.R. § 205.33(a). Nearly all FEMA grants are not "major federal assistance programs." As a result, payments to states for those grants are subject to the "default" rules of 31 C.F.R. part 205, subpart B. If additional information is needed, a request for information will be issued by FEMA to the recipient; recipients are strongly encouraged to respond to any additional FEMA request for information inquiries within three business days. If an adequate response is not received, the request may be denied, and the entity may need to submit a new reimbursement request; this will re-start the 30-day timeline. Submission Process: All non-disaster grant program reimbursement requests must be reviewed and approved by FEMA prior to drawdowns. For all non-disaster reimbursement requests (regardless of system), please ensure submittal of the following information: 1. Grant ID / Award Number 2. Total amount requested for drawdown 3. Purpose of drawdown and timeframe covered (must be within the award performance period) 4. Subrecipient Funding Details (if applicable). • Is funding provided directly or indirectly to a subrecipient? • If no, include statement "This grant funding is not being directed to a subrecipient." • If yes, provide the following details: • The name, mission statement, and purpose of each subrecipient receiving funds, along with the amount allocated and the specific role or activity being reimbursed. • Whether the subrecipient's work or mission involves supporting aliens, regardless of whether FEMA funds support such activities. • Whether the payment request includes an activity involving support to aliens? • Whether the subrecipient has any diversity, equity, and inclusion practices.** 5. Supporting documentation to demonstrate that expenses are allowable, allocable, reasonable, and necessary under 2 C.F.R. Part 200 and in compliance with the grant's NOFO, award terms, and applicable federal regulations. ** Pursuant to the preliminary injunction order issued on November 21, 2025, in County of Santa Clara et al. v. Noem, et al., No. 25-cv-08330-WHO (N.D. Cal.), Paragraph C.XVII of the DHS Standard Terms and Conditions titled "Anti-Discrimination" does not apply to awards or subawards issued to any of the plaintiffs subject to the preliminary injunction order while the order remains in effect. If the preliminary injunction is stayed, vacated, or extinguished, Paragraph C.XVII will immediately become effective. Pursuant to the preliminary injunction order issued on November 21, 2025, in City of Chicago et al. v. Noem, et al., No. 25-CV-12765 (N.D. Ill.), Paragraph C.XVII of the DHS Standard Terms and Conditions titled "Anti-Discrimination" does not apply to awards or subawards issued to any of the plaintiffs subject to the preliminary injunction order while the order remains in effect. If the preliminary injunction is stayed, vacated, or extinguished, Paragraph C.XVII will immediately become effective. Pursuant to the preliminary injunction order issued on October 31, 2025, in City of Seattle v. Trump, et al., No. 2:25-cv-01435-BJR (W.D. Wa.), Paragraph C.XVII of the DHS Standard Terms

and Conditions titled "Anti-Discrimination" does not apply to awards or subawards issued to any of the plaintiffs subject to the preliminary injunction order while the order remains in effect. If the preliminary injunction is stayed, vacated, or extinguished, Paragraph C.XVII will immediately become effective. As stated in another Agreement Article, Paragraph C.XVII(2)(a)(iii) of the DHS Standard Terms and Conditions will not apply even if any of these preliminary injunctions are stayed, vacated, or extinguished.

Article 3: Termination of the Federal Award.
The terms and conditions listed below are applicable only to the following subaward(s): EMK-2023-FM-001-0004 University Boulevard Flood Mitigation- 2024 Buyout Program. 1. Paragraph C.XL of the FY 2025 DHS Standard Terms and Conditions, v.3 sets forth a term and condition entitled "Termination of a Federal Award." The termination provision condition listed below applies to the subaward(s) identified in this Agreement Article. The term and condition in Paragraph C.XL of the FY 2025 DHS Standard Terms and Conditions, v.3 does not apply to the subaward(s) identified in this Agreement Article. 2. Termination of the Federal Award by FEMA: FEMA may terminate the federal award in whole or in part for one of the following reasons identified in 2 C.F.R. § 200.340: a. If the recipient or subrecipient fails to comply with the terms and conditions of the federal award. b. With the consent of the recipient, in which case FEMA and the recipient must agree upon the termination conditions. These conditions include the effective date and, in the case of partial termination, the portion to be terminated. c. If the federal award no longer effectuates the program goals or agency priorities. Under this provision, FEMA may terminate the award for these purposes if any of the following reasons apply: i. If DHS/FEMA, in its sole discretion, determines that a specific award objective is ineffective at achieving program goals; ii. If DHS/FEMA, in its sole discretion, determines that an objective of the award will be ineffective at achieving program goals or agency priorities; iii. If DHS/FEMA, in its sole discretion, determines that the design of the grant program is flawed relative to program goals or agency priorities; iv. If DHS/FEMA, in its sole discretion, determines that the grant program is not aligned to either the DHS Strategic Plan, the FEMA Strategic Plan, or successor policies or documents; v. If DHS/FEMA, in its sole discretion, changes or re-evaluates the goals or priorities of the grant program and determines that the award will be ineffective at achieving the updated program goals or agency priorities; or vi. For other reasons based on program goals or agency priorities described in the termination notice provided to the recipient pursuant to 2 C.F.R. § 200.341. vii. If the awardee falls out of compliance with the Agency's statutory or regulatory authority, award terms and conditions, or other applicable laws. 3. Termination of a Subaward by the Pass-Through Entity: The pass-through entity may terminate a subaward in whole or in part for one of the following reasons identified in 2 C.F.R. § 200.340: a. If the subrecipient fails to comply with the terms and conditions of the federal award. b. With the consent of the subrecipient, in which case the passthrough entity and the subrecipient must agree upon the termination conditions. These conditions include the effective date and, in the case of partial termination, the portion to be terminated. c. If the pass-through entity's award has been terminated, the passthrough recipient will terminate its subawards. 4. Termination by the Recipient or Subrecipient: The recipient or subrecipient may terminate the federal award in whole or in part for the following reasons identified in 2 C.F.R. § 200.340: Upon sending FEMA or the pass-through entity a written notification of the reasons

for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if FEMA or the pass-through entity determines that the remaining portion of the federal award will not accomplish the purposes for which the federal award was made, FEMA or the pass-through entity may terminate the federal award in its entirety. 5. Impacts of Termination: a. When FEMA terminates the federal award prior to the end of the period of performance due to the recipient's material failure to comply with the terms and conditions of the federal award, FEMA will report the termination in SAM.gov in the manner described at 2 C.F.R. § 200.340(c). b. When the federal award is terminated in part or its entirety, FEMA or the pass-through entity and the recipient or subrecipient remain responsible for compliance with the requirements in 2 C.F.R. §§ 200.344 and 200.345. 6. Notification Requirements: FEMA or the passthrough entity must provide written notice of the termination in a manner consistent with 2 C.F.R. § 200.341. The federal award will be terminated on the date of the notification unless stated otherwise in the notification. 7. Opportunities to Object and Appeals: Where applicable, when FEMA terminates the federal award, the written notification of termination will provide the opportunity, and describe the process, to object and provide information challenging the action, pursuant to 2 C.F.R. § 200.342. 8. Effects of Suspension and Termination: The allowability of costs to the recipient or subrecipient resulting from financial obligations incurred by the recipient or subrecipient during a suspension or after the termination of a federal award are subject to 2 C.F.R. § 200.343.

Article 4: Non-Applicability of Specific Agreement Articles.
The terms and conditions listed below are applicable only to the following subaward(s): EMK-2023-FM-001-0004 University Boulevard Flood Mitigation- 2024 Buyout Program. Notwithstanding their inclusion in this award package for the subawards identified in this Agreement Article, the following FY 2025 DHS Standard Terms and Conditions do not apply to the subaward(s) identified in this Agreement Article: 1. Paragraph C.IX. Communication and Cooperation with the Department of Homeland Security and Immigration Officials. 2. Paragraph C.XVII(2)(a)(iii) of Anti-Discrimination.

Article 5: Non-Applicability of Specific Terms and Agreement Articles Pursuant to County of Santa Clara, et al. v. Noem, et al.
The terms and conditions listed below are applicable only to the following subaward(s): EMK-2023-FM-001-0004 University Boulevard Flood Mitigation- 2024 Buyout Program. Pursuant to the preliminary injunction order issued on November 21, 2025, in County of Santa Clara et al. v. Noem, et al., No. 25-cv-08330-WHO (N.D. Cal.), the following terms and conditions do not apply to awards or subawards issued to any of the plaintiffs subject to the preliminary injunction order while the order remains in effect: (1) Section C.XVII of the DHS Standard Terms and Conditions titled "AntiDiscrimination" and the Agreement Article titled "Anti-Discrimination" in this award package; and (2) Section C.XXXI of the DHS Standard Terms and Conditions titled "Presidential Executive Orders" and the Agreement Article titled "Presidential Executive Orders" in this award package. If the preliminary injunction is stayed, vacated, or extinguished, Section C.XVII of the DHS Standard Terms and Conditions titled "Anti-Discrimination", the "Anti-Discrimination" Agreement Article, Section C.XXXI of the DHS Standard Terms and Conditions titled "Presidential Executive Orders," and the Agreement Article titled "Presidential Executive

Orders" will immediately become effective. As stated in the Agreement Article titled "NonApplicability of Specific Agreement Articles, Paragraph 2(a)(iii) of the "AntiDiscrimination" Agreement Article and Paragraph 2(a)(iii) of Section C.XVII of the DHS Standard Terms and Conditions will not apply even if the preliminary injunction is stayed, vacated, or extinguished.

Article 6: Non-Applicability of Specific Terms and Agreement Articles Pursuant to City of Chicago et al. v. Noem, et al.

The terms and conditions listed below are applicable only to the following subaward(s): EMK-2023-FM-001-0004 University Boulevard Flood Mitigation- 2024 Buyout Program. Pursuant to the preliminary injunction order issued on November 21, 2025, in City of Chicago et al. v. Noem, et al., No. 25-CV-12765 (N.D. Ill.), the following terms and conditions do not apply to awards or subawards issued to any of the plaintiffs subject to the preliminary injunction order while the order remains in effect: (1) Section C.XVII of the DHS Standard Terms and Conditions titled "Anti-Discrimination" and the Agreement Article titled "Anti-Discrimination" in this award package; and (2) Section C.XXXI of the DHS Standard Terms and Conditions titled "Presidential Executive Orders" and the Agreement Article titled "Presidential Executive Orders" in this award package. If the preliminary injunction is stayed, vacated, or extinguished, Section C.XVII of the DHS Standard Terms and Conditions titled "Anti-Discrimination", the "Anti-Discrimination" Agreement Article, Section C.XXXI of the DHS Standard Terms and Conditions titled "Presidential Executive Orders," and the Agreement Article titled "Presidential Executive Orders" will immediately become effective. As stated in the Agreement Article titled "Non-Applicability of Specific Agreement Articles, Paragraph 2(a)(iii) of the "Anti-Discrimination" Agreement Article and Paragraph 2(a)(iii) of Section C.XVII of the DHS Standard Terms and Conditions will not apply even if the preliminary injunction is stayed, vacated, or extinguished.

Article 7: Non-Applicability of Specific Terms and Agreement Articles Pursuant to City of Seattle v. Trump, et al.

The terms and conditions listed below are applicable only to the following subaward(s): EMK-2023-FM-001-0004 University Boulevard Flood Mitigation- 2024 Buyout Program. Pursuant to the preliminary injunction order issued on October 31, 2025, in City of Seattle v. Trump, et al., No. 2:25-cv-01435-BJR (W.D. Wa.), the following terms and conditions do not apply to awards or subawards issued to any of the plaintiffs subject to the preliminary injunction order while the order remains in effect: Section C.XVII of the DHS Standard Terms and Conditions titled "Anti-Discrimination" and the Agreement Article titled "Anti-Discrimination" in this award package. If the preliminary injunction is stayed, vacated, or extinguished, Section C.XVII of the DHS Standard Terms and Conditions titled "Anti-Discrimination" and the "Anti-Discrimination" Agreement Article will immediately become effective. As stated in the Agreement Article titled "Non-Applicability of Specific Agreement Articles, Paragraph 2(a)(iii) of the "Anti-Discrimination" Agreement Article and Paragraph 2(a)(iii) of Section C.XVII of the DHS Standard Terms and Conditions will not apply even if the preliminary injunction is stayed, vacated, or extinguished.

Article 8: Prohibition on Covered Foreign Unmanned Aircraft Systems (UAS).

The terms and conditions listed below are applicable only to the following subaward(s): EMK-2023-FM-001-0004 University Boulevard Flood Mitigation- 2024 Buyout Program. As a condition of this award, recipients, subrecipients, and their contractors or subcontractors must comply with Section 1825 of the American Security Drone Act of 2023, as enacted in the National Defense Authorization Act for Fiscal Year 2024 (Pub. L. No. 118-31 §§ 1821-33, 41 U.S.C. 3901 note prec.). Federal funds may not be used to procure, operate, or otherwise support any covered unmanned aircraft system (UAS) that is manufactured or assembled by a covered foreign entity, or in connection with the operation of such a system. For further guidance, refer to Public Law 118-31 and OMB Memorandum M-26-02, Ensuring Government Use of Secure Unmanned Aircraft Systems and Supporting United States Producers. Failure to comply with these requirements may result in the withholding of funds, suspension, or termination of the award.

Article 9: National Historic Preservation Act (NHPA)
Care shall be required to avoid ruts when operating heavy equipment. Demolition shall be required to occur only on dry or frozen ground, or the use of heavy equipment mats shall be required.

Article 10: National Historic Preservation Act (NHPA)
In the event that archaeological deposits (soils, features, artifacts, or other remnants of human activity) are uncovered during the work, the project shall be halted. The Subapplicant shall immediately stop all work in the vicinity of the discovery and take all reasonable measures to avoid or minimize harm to the finds. The Sub-applicant shall inform the Iowa Department of Homeland Security and Emergency Management (HSEMD) immediately, will secure all archaeological finds, and will restrict access to the area. HSEMD shall notify FEMA and FEMA will consult with the Iowa State Historic Preservation Office (SHPO) and other potential consulting parties including Native American Tribes and the Office of the State Archaeologist (OSA). Work in sensitive areas may not resume until an archaeologist who meets the Secretary of the Interior's Professional Qualifications Standards determines the extent and historic significance of the discovery and consultations are completed. Work may not resume at or around archaeological deposits until the Sub-applicant is notified by HSEMD. Noncompliance with this requirement may jeopardize the receipt of federal assistance including funding.

Article 11: National Historic Preservation Act (NHPA)
Upon discovery of suspected human remains during construction, including bone or other remains suspected to be human, ground-disturbing activities shall immediately cease within 50 ft of the discovery. The construction contractor or inspector ("on-site responsible person") will immediately notify the State Medical Examiner (SME), and the appropriate local law enforcement agency in accordance with Section 523I.316.6 of the Iowa Code, and the Iowa Department of Homeland Security and Emergency Management (HSEMD), will secure all remains, and restrict access to the area. Photographs and or video of the discovery shall be prohibited. HSEMD shall notify FEMA, and FEMA will notify the Iowa State Historic Preservation Officer (SHPO), and the University of Iowa's Office of the State Archaeologist's (OSA) Bioarchaeology Program Director, Indian tribes, and other interested parties within 24 hours of

the discovery. If there is uncertainty as to whether remains are human or of non-human origin, the OSA's Bioarchaeology Program Director shall be contacted to make the determination. In cases where human remains are determined to be Native American, FEMA shall also consult with the appropriate Tribal representative(s). Additionally, FEMA shall follow the guidelines outlined in the ACHP Policy Statement Regarding the Treatment of Burial Sites, Human Remains, and Funerary Objects (February 23, 2007) and the OSA's Unanticipated Discoveries Plan for Human Remains, that outlines procedures recommended in the event of an unanticipated discovery of human remains during construction associated with projects for which standard Section 106 consultation has occurred between a federal agency and the SHPO. Noncompliance with this requirement may jeopardize the receipt of federal assistance including funding.

Article 12: State Hazardous Materials and Solid Waste Laws
The Sub-applicant shall ensure that all demolition debris is disposed of in a manner consistent with State regulations. The Sub-applicant will provide locations of any temporary debris staging sites and the final debris disposal sites at closeout. Failure to comply with these conditions may jeopardize FEMA funding. Verification of compliance will be required at project closeout.

Article 13: State Hazardous Materials and Solid Waste Laws
Underground Storage Tanks (USTs) may be regulated under state and local requirements depending on what is or was stored in the UST and the USTs purpose. In the event underground storage tanks are identified, they must be managed in accordance with state and local requirements. Failure to comply with these conditions may jeopardize FEMA funding. Verification of compliance will be required at project closeout.

Article 14: Executive Order 11990 - Wetlands
Construction activities and equipment storage are not to be located in or impact any adjacent wetlands. All materials and equipment should be staged outside of the wetland on paved or previously disturbed areas.

Article 15: Executive Order 11990 - Wetlands
The Sub-applicant shall ensure that best management practices are implemented to prevent erosion and sedimentation to surrounding, nearby or adjacent wetlands. This includes equipment storage and staging of construction to prevent erosion and sedimentation to ensure that wetlands are not adversely impacted per the Clean Water Act and Executive Order 11990.

Article 16: National Historic Preservation Act (NHPA)
Demolition and other ground disturbing activities shall be limited to within the immediate proximity of the buildings and structures and be performed in a manner minimizing disturbance to adjacent ground surfaces. There shall be no grading of previously undisturbed soil.

Article 17: National Historic Preservation Act (NHPA)
All borrow or fill material must come from pre-existing stockpiles or commercially procured material from an existing source. For any FEMA funded project requiring the use of a non-

commercial source in whole or in part, regardless of cost, the Subapplicant must notify FEMA and Applicant prior to extracting material. FEMA must review the source for compliance with all applicable federal environmental planning and historic preservation laws and executive orders prior to a Sub-applicant or its contractor commencing borrow extraction. Consultation and regulatory permitting may be required. Non-compliance with this requirement may jeopardize receipt of federal funding. Documentation of borrow sources utilized is required at closeout.

Article 18: OTHER (enter specifics in comments)
National Emission Standards for Hazardous Air Pollutants (NESHAP): Prior to demolition, sub-applicant must conduct inspection of buildings and structures for asbestos. If any asbestos containing material is found during construction, remediation, repair, or demolition activities, the Sub-applicant must comply with all federal, state, and local abatement and disposal requirements. Failure to comply with these conditions may jeopardize FEMA funding. Verification of compliance will be required at project closeout.

Article 19: Resource Conservation and Recovery Act, aka Solid Waste Disposal Act (RCRA)
Unusable equipment, debris and material shall be disposed of in an approved manner and location. Prior to demolition, Sub-applicant must conduct inspection of buildings and structures for lead based paint and/or other potentially hazardous materials. In the event significant items (or evidence thereof) are discovered during implementation of the project, sub-applicant shall handle, manage, and dispose of petroleum products, hazardous materials and toxic waste, or lead based paint in accordance with the requirements and to the satisfaction of the governing local, state and federal agencies. Failure to comply with these conditions may jeopardize FEMA funding. Verification of compliance will be required at project closeout.

Article 20: Resource Conservation and Recovery Act, aka Solid Waste Disposal Act (RCRA)
Provide the selected demolition contractor with copies of all previous Environmental Site Assessment and Limited Subsurface Investigation reports, including findings and data.

Article 21: State Hazardous Materials and Solid Waste Laws
In the event a well or cistern is discovered, the well/cistern must be plugged in accordance with state and local requirements. Failure to comply with these conditions may jeopardize FEMA funding. Verification of compliance will be required at project closeout.

Article 22: Standard Condition #1
Any change to the approved scope of work will require re-evaluation for compliance with NEPA and other Laws and Executive Orders.

Article 23: Standard Condition #2
This review does not address all federal, state and local requirements. Acceptance of federal funding requires recipient to comply with all federal, state and local laws. Failure to obtain all appropriate federal, state and local environmental permits and clearances may jeopardize federal funding.

Article 24: Standard Condition #3

If ground disturbing activities occur during construction, applicant will monitor ground disturbance and if any potential archeological resources are discovered, will immediately cease construction in that area and notify the State and FEMA.

Addendum 2: DHS STANDARD TERMS AND CONDITIONS

Article 1	**Assurance, Administrative Requirements, Cost Principles, Representations, and Certifications** I. Recipients must complete either the Office of Management and Budget (OMB) Standard Form 424B Assurances – Non- Construction Programs, or OMB Standard Form 424D Assurances – Construction Programs, as applicable. Certain assurances in these documents may not be applicable to your program and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances, as instructed.
Article 2	**General Acknowledgements and Assurances** Recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in effect as of the federal award date and located in Title 2, Code of Federal Regulations, Part 200 and adopted by DHS at 2 C.F.R. § 3002.10. All recipients and subrecipients must acknowledge and agree to provide DHS access to records, accounts, documents, information, facilities, and staff pursuant to 2 C.F.R. § 200.337. I. Recipients must cooperate with any DHS compliance reviews or compliance investigations. II. Recipients must give DHS access to examine and copy records, accounts, and other documents and sources of information related to the federal award and permit access to facilities and personnel. III. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports. IV. Recipients must comply with all other special reporting, data collection, and evaluation requirements required by law, federal regulation, Notice of Funding Opportunity, federal award specific terms and conditions, and/or DHS Component program guidance. Organization costs related to data and evaluation are allowable. The definition of data and evaluation costs is in 2 C.F.R. § 200.455(c), the full text of which is incorporated by reference. V. Recipients must complete DHS Form 3095 within 60 days of receipt of the Notice of Award for the first award under which this term applies. For further instructions and to access the form, please visit: https://www.dhs.gov/civil-rightsresources-recipients-dhs-financial-assistance.
Article 3	**Acknowledgement of Federal Funding from DHS** Recipients must acknowledge their use of federal award funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal award funds.
Article 4	**Activities Conducted Abroad** Recipients must coordinate with appropriate government authorities when performing project activities outside the United States obtain all appropriate licenses, permits, or approvals.

Article 5	**Age Discrimination Act of 1975** Recipients must comply with the requirements of the Age Discrimination Act of 1975, Pub. L. No. 94-135 (codified as amended at Title 42, U.S. Code § 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.
Article 6	**Americans with Disabilities Act of 1990** Recipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, Pub. L. No. 101-336 (1990) (codified as amended at 42 U.S.C. §§ 12101– 12213), which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.
Article 7	**Best Practices for Collection and Use of Personally Identifiable Information** (1) Recipients who collect personally identifiable information (PII) as part of carrying out the scope of work under a federal award are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. (2) Definition. DHS defines “PII” as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy Template as useful resources respectively.

Article 8	**CHIPS and Science Act of 2022, Public Law 117-167 CHIPS** (1) Recipients of DHS research and development (R&D) awards must report to the DHS Component research program office any finding or determination of sex based and sexual harassment and/or an administrative or disciplinary action taken against principal investigators or co-investigators to be completed by an authorized organizational representative (AOR) at the recipient institution. (2) Notification. An AOR must disclose the following information to agencies within 10 days of the date/the finding is made, or 10 days from when a recipient imposes an administrative action on the reported individual, whichever is sooner. Reports should include: (a) Award number, (b) Name of PI or Co-PI being reported, (c) Awardee name, (d) Awardee address, (e) AOR name, title, phone, and email address, (f) Indication of the report type: (i) Finding or determination has been made that the reported individual violated awardee policies or codes of conduct, statutes, or regulations related to sexual harassment, sexual assault, or other forms of harassment, including the date that the finding was made. (ii) Imposition of an administrative or disciplinary action by the recipient on the reporting individual related to a finding/determination or an investigation of an alleged violation of recipient policy or codes of conduct, statutes, or regulations, or other forms of harassment. (iii) The date and nature of the administrative/disciplinary action, including a basic explanation or description of the event, which should not disclose personally identifiable information regarding any complaints or individuals involved. Any description provided must be consistent with the Family Educational Rights in Privacy Act. (3) Definitions. (a) An “authorized organizational representative (AOR)” is an administrative official who, on behalf of the proposing institution, is empowered to make certifications and representations and can commit the institution to the conduct of a project that an agency is being asked to support as well as adhere to various agency policies and award requirements. (b) “Principal investigators and co-principal investigators” are award personnel supported by a grant, cooperative agreement, or contract under Federal law. (c) A “reported individual” refers to recipient personnel who have been reported to a federal agency for potential sexual harassment violations. (d) “Sex based harassment” means a form of sex discrimination and includes harassment based on sex, sex stereotypes, sex characteristics, pregnancy or related conditions, sexual orientation, and gender identity. (e) “Sexual harassment” means unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when this conduct explicitly or implicitly affects an individual’s employment, unreasonably interferes with an individual’s work performance, or creates an intimidating, hostile, or offensive work environment, whether such activity is carried out by a supervisor or by a co-worker, volunteer, or contractor.

Article 9	**Civil Rights Act of 1964 – Title VI** Recipients must comply with the requirements of Title VI of the Civil Rights Act of 1964, Pub. L. No. 88-352 (codified as amended at 42 U.S.C. § 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21. Recipients of a federal award from the Federal Emergency Management Agency (FEMA) must also comply with FEMA's implementing regulations at 44 C.F.R. Part 7.
Article 10	**Civil Rights Act of 1968** Recipients must comply with Title VIII of the Civil Rights Act of 1968, Pub. L. No. 90284 (codified as amended at 42 U.S.C. § 3601 et seq.) which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection. therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex, as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D.)

Article 11	**Communication and Cooperation with the Department of Homeland Security and Immigration Officials** (1) All recipients and other recipients of funds under this award must agree that they will comply with the following requirements related to coordination and cooperation with the Department of Homeland Security and immigration officials: (a) They must comply with the requirements of 8 U.S.C. §§ 1373 and 1644. These statutes prohibit restrictions on information sharing by state and local government entities with DHS regarding the citizenship or immigration status, lawful or unlawful, of any individual. Additionally, 8 U.S.C. § 1373 prohibits any person or agency from prohibiting, or in any way restricting, a Federal, State, or local government entity from doing any of the following with respect to information regarding the immigration status of any individual: 1) sending such information to, or requesting or receiving such information from, Federal immigration officials; 2) maintaining such information; or 3) exchanging such information with any other Federal, State, or local government entity; (b) They must comply with other relevant laws related to immigration, including prohibitions on encouraging or inducing an alien to come to, enter, or reside in the United States in violation of law, 8 U.S.C. § 1324(a)(1)(A)(iv), prohibitions on transporting or moving illegal aliens, 8 U.S.C. § 1324(a)(1)(A)(ii), prohibitions on harboring, concealing, or shielding from detection illegal aliens, 8 U.S.C. § 1324(a)(1)(A)(iii), and any applicable conspiracy, aiding or abetting, or attempt liability regarding these statutes; (c) That they will honor requests for cooperation, such as participation in joint operations, sharing of information, or requests for short term detention of an alien pursuant to a valid detainer. A jurisdiction does not fail to comply with this requirement merely because it lacks the necessary resources to assist in a particular instance; (d) That they will provide access to detainees, such as when an immigration officer seeks to interview a person who might be a removable alien; and (e) That they will not leak or otherwise publicize the existence of an immigration enforcement operation. (2) The recipient must certify under penalty of perjury pursuant to 28 U.S.C. § 1746 and using a form that is acceptable to DHS, that it will comply with the requirements of this term. Additionally, the recipient agrees that it will require any subrecipients or contractors to certify in the same manner that they will comply with this term prior to providing them with any funding under this award. (3) The recipient agrees that compliance with this term is material to the Government's decision to make or continue with this award and that the Department of homeland Security may terminate this grant, or take any other allowable enforcement action, if the recipient fails to comply with this term.
Article 12	**Copyright** Recipients must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 to any work first produced under federal awards and also include an acknowledgement that the work was produced under a federal award (including the federal award number and federal awarding agency). As detailed in 2 C.F.R. § 200.315, a federal awarding agency reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use the work for federal purposes and to authorize others to do so.

Article 13	**Debarment and Suspension** Recipients must comply with the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689 set forth at 2 C.F.R. Part 180 as implemented by DHS at 2 C.F.R. Part 3000. These regulations prohibit recipients from entering into covered transactions (such as subawards and contracts) with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.
Article 14	**Drug-Free Workplace Regulations** Recipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 C.F.R. Part 3001, which adopts the Government- wide implementation (2 C.F.R. Part 182) of the Drug-Free Workplace Act of 1988 (41 U.S.C. §§ 8101-8106).
Article 15	**Duplicative Costs** Recipients are prohibited from charging any cost to this federal award that will be included as a cost or used to meet cost sharing requirements of any other federal award in either the current or a prior budget period. See 2 C.F.R. § 200.403(f). However, recipients may shift costs that are allowable under two or more federal awards where otherwise permitted by federal statutes, regulations, or the federal award terms and conditions.
Article 16	**Education Amendments of 1972 (Equal Opportunity in Education Act) – Title IX** Recipients must comply with the requirements of Title IX of the Education Amendments of 1972, Pub. L. No. 92-318 (codified as amended at 20 U.S.C. § 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17. Recipients of a federal award from the Federal Emergency Management Agency (FEMA) must also comply with FEMA's implementing regulations at 44 C.F.R. Part 19.
Article 17	**Energy Policy and Conservation Act** Recipients must comply with the requirements of the Energy Policy and Conservation Act, Pub. L. No. 94-163 (1975) (codified as amended at 42 U.S.C. § 6201 et seq.), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

Article 18	**Equal Treatment of Faith-Based Organizations** It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.
Article 19	**Anti-Discrimination** Recipients must comply with all applicable Federal anti-discrimination laws material to the government's payment decisions for purposes of 31 U.S.C. § 372(b)(4). (1) Definitions. As used in this clause – (a) DEI means "diversity, equity, and inclusion." (b) DEIA means "diversity, equity, inclusion, and accessibility." (c) Discriminatory equity ideology has the meaning set forth in Section 2(b) of Executive Order 14190 of January 29, 2025. (d) Federal anti-discrimination laws mean Federal civil rights law that protect individual Americans from discrimination on the basis of race, color, sex, religion, and national origin. (e) Illegal immigrant means any alien, as defined in 8 U.S.C. § 1101(a)(3), who has no lawful immigration status in the United States.(2) Grant award certification. (a) By accepting the grant award, recipients are certifying that: (i) They do not, and will not during the term of this financial assistance award, operate any programs that advance or promote DEI, DEIA, or discriminatory equity ideology in violation of Federal anti-discrimination laws; and (ii) They do not engage in and will not during the term of this award engage in, a discriminatory prohibited boycott. (iii) They do not, and will not during the term of this award, operate any program that benefits illegal immigrants or incentivizes illegal immigration. (3) DHS reserves the right to suspend payments in whole or in part and/or terminate financial assistance awards if the Secretary of Homeland Security or her designee determines that the recipient has violated any provision of subsection (2). (4) Upon suspension or termination under subsection (3), all funds received by the recipient shall be deemed to be in excess of the amount that the recipient is determined to be entitled to under the Federal award for purposes of 2 C.F.R. § 200.346. As such, all amounts received will constitute a debt to the Federal Government that may be pursued to the maximum extent permitted by law.
Article 20	**False Claims Act and Program Fraud Civil Remedies** Recipients must comply with the requirements of the False Claims Act, 31 U.S.C. §§ 3729- 3733, which prohibit the submission of false or fraudulent claims for payment to the Federal Government. (See 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made.)

Article 21	**Federal Debt Status** All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129.
Article 22	**Federal Leadership on Reducing Text Messaging while Driving** Recipients are encouraged to adopt and enforce policies that ban text messaging while driving recipient-owned, recipient-rented, or privately owned vehicles when on official government business or when performing any work for or on behalf of the Federal Government. Recipients are also encouraged to conduct the initiatives of the type described in Section 3(a) of Executive Order 13513.
Article 23	**Fly America Act of 1974** Recipients must comply with Preference for U.S. Flag Air Carriers (a list of certified air carriers can be found at: Certificated Air Carriers List | US Department of Transportation, https://www.transportation.gov/policy/aviation-policy/certificated-aircarriers-list)for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, 49 U.S.C. § 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.
Article 24	**Hotel and Motel Fire Safety Act of 1990** Recipients must ensure that all conference, meeting, convention, or training space funded entirely or in part by federal award funds complies with the fire prevention and control guidelines of Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. § 2225a.
Article 25	**John S. McCain National Defense Authorization Act of Fiscal Year 2019** Recipients, subrecipients, and their contractors and subcontractors are subject to the prohibitions described in section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232 (2018) and 2 C.F.R. §§ 200.216, 200.327, 200.471, and Appendix II to 2 C.F.R. Part 200. The statute – as it applies to DHS recipients, subrecipients, and their contractors and subcontractors – prohibits obligating or expending federal award funds on certain telecommunications and video surveillance products and contracting with certain entities for national security reasons.

Article 26	**Limited English Proficiency (Civil Rights Act of 1964, Title VI)** Recipients must comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance: https://www.dhs.gov/guidance-published-help- department-supported-organizationsprovide-meaningful-access-people-limited and additional resources on http://www.lep.gov.
Article 27	**Lobbying Prohibitions** Recipients must comply with 31 U.S.C. § 1352 and 6 C.F.R. Part 9, which provide that none of the funds provided under a federal award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification. Per 6 C.F.R. Part 9, recipients must file a lobbying certification form as described in Appendix A to 6 C.F.R. Part 9 or available on Grants.gov as the Grants.gov Lobbying Form and file a lobbying disclosure form as described in Appendix B to 6 C.F.R. Part 9 or available on Grants.gov as the Disclosure of Lobbying Activities (SF-LLL).
Article 28	**National Environmental Policy Act** Recipients must comply with the requirements of the National Environmental Policy Act of 1969, Pub. L. No. 91-190 (1970) (codified as amended at 42 U.S.C. § 4321 et seq.) (NEPA) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which require recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

Article 29	**National Security Presidential Memorandum-33 (NSPM-33) and provisions of the CHIPS and Science Act of 2022, Pub. L. 117-167, Section 10254** (1) Recipient research institutions (“covered institutions”) must comply with the requirements in NSPM-33 and provisions of Pub. L.117-167, Section 10254 (codified at 42 U.S.C. § 18951) certifying that the institution has established and operates a research security program that includes elements relating to: (a) cybersecurity; (b) foreign travel security; (c) research security training; and (d) export control training, as appropriate. (2) Definition. “Covered institutions” means recipient research institutions receiving federal Research and Development (R&D) science and engineering support “in excess of $50 million per year.”
Article 30	**Non-Supplanting Requirement** Recipients of federal awards under programs that prohibit supplanting by law must ensure that federal funds supplement but do not supplant non-federal funds that, in the absence of such federal funds, would otherwise have been made available for the same purpose.
Article 31	**Notice of Funding Opportunity Requirements** All the instructions, guidance, limitations, scope of work, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this federal award are incorporated by reference. All recipients must comply with any such requirements set forth in the NOFO. If a condition of the NOFO is inconsistent with these terms and conditions and any such terms of the federal award, the condition in the NOFO shall be invalid to the extent of the inconsistency. The remainder of that condition and all other conditions set forth in the NOFO shall remain in effect.
Article 32	**Patents and Intellectual Property Rights** Recipients are subject to the Bayh-Dole Act, 35 U.S.C. § 200 et seq. and applicable regulations governing inventions and patents, including the regulations issued by the Department of Commerce at 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms under Government Awards, Contracts, and Cooperative Agreements) and the standard patent rights clause set forth at 37 C.F.R. § 401.14.
Article 33	**Presidential Executive Orders** Recipients must comply with the requirements of Presidential Executive Orders related to grants (also known as federal assistance and financial assistance), the full text of which are incorporated by reference.

Article 34	**Procurement of Recovered Materials** States, political subdivisions of states, and their contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962) and 2 C.F.R. § 200.323. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.
Article 35	**Rehabilitation Act of 1973** Recipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. No. 93-112 (codified as amended at 29 U.S.C. § 794), which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.
Article 36	**Reporting Recipient Integrity and Performance Matters** If the total value of any currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds $10,000,000 for any period of time during the period of performance of the federal award, then the recipient must comply with the requirements set forth in the government-wide federal award term and condition for Recipient Integrity and Performance Matters is in 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated by reference.
Article 37	**Reporting Subawards and Executive Compensation** For federal awards that total or exceed $30,000, recipients are required to comply with the requirements set forth in the government-wide federal award term and condition on Reporting Subawards and Executive Compensation set forth at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated by reference.

Article 38	**Required Use of American Iron, Steel, Manufactured Products, and Construction Materials** (1) Recipients of a federal award from a financial assistance program that provides funding for infrastructure are hereby notified that none of the funds provided under this federal award may be used for a project for infrastructure unless: (a) all iron and steel used in the project are produced in the United States—this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States; (b) all manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and (c) all construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States. (2) The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project. (3) Waivers When necessary, recipients may apply for, and the agency may grant, a waiver from these requirements. The agency should notify the recipient for information on the process for requesting a waiver from these requirements. (a) When the Federal agency has determined that one of the following exceptions applies, the federal awarding official may waive the application of the domestic content procurement preference in any case in which the agency determines that: (i) applying the domestic content procurement preference would be inconsistent with the public interest; (ii) the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or (iii) the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent. (b) A request to waive the application of the domestic content procurement preference must be in writing. The agency will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the Made in America Office. (c) There may be instances where a federal award qualifies, in whole or in part, for an existing waiver described at “Buy America” Preference in FEMA Financial Assistance Programs for Infrastructure | FEMA.gov. (4) Definitions. The definitions applicable to this term are set forth at 2 C.F.R. § 184.3, the full text of which is incorporated by reference.

Article 39	**SAFECOM** Recipients receiving federal awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications. The SAFECOM Guidance is updated annually and can be found at Funding and Sustainment | CISA.
Article 40	**Subrecipient Monitoring and Management** Pass-through entities must comply with the requirements for subrecipient monitoring and management as set forth in 2 C.F.R. §§ 200.331-333.
Article 41	**System for Award Management and Unique Entity Identifier Requirements** Recipients are required to comply with the requirements set forth in the governmentwide federal award term and condition regarding the System for Award Management and Unique Entity Identifier Requirements in 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated reference.
Article 42	**Termination of a Federal Award** (1) By DHS. DHS may terminate a federal award, in whole or in part, for the following reasons: (a) If the recipient fails to comply with the terms and conditions of the federal award; (b) With the consent of the recipient, in which case the parties must agree upon the termination conditions, including the effective date, and in the case of partial termination, the portion to be terminated; or (c) Pursuant to the terms and conditions of the federal award, including, to the extent authorized by law, if the federal award no longer effectuates the program goals or agency priorities. (3) By the Recipient. The recipient may terminate the federal award, in whole or in part, by sending written notification to DHS stating the reasons for such termination, the effective date, and in the case of partial termination, the portion to be terminated. However, if DHS determines that the remaining portion of the federal award will not accomplish the purposes for which the federal award was made, DHS may terminate the federal award in its entirety. (4) Notice. Either party will provide written notice of intent to terminate for any reason to the other party no less than 30 calendar days prior to the effective date of the termination. (5) Compliance with Closeout Requirements for Terminated Awards. The recipient must continue to comply with closeout requirements in 2 C.F.R. §§ 200.344200.345 after an award is terminated.
Article 43	**Terrorist Financing** Recipients must comply with Executive Order 13224 and applicable statutory prohibitions on transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible for ensuring compliance with the Executive Order and laws.

Article 44	**Trafficking Victims Protection Act of 2000(TVPA)** Recipients must comply with the requirements of the government-wide federal award term and condition which implements Trafficking Victims Protection Act of 2000, Pub. L. No. 106-386, § 106 (codified as amended at 22 U.S.C. § 7104). The federal award term and condition is in 2 C.F.R. § 175.105, the full text of which is incorporated by reference.
Article 45	**Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism (USA PATRIOT) Act of 2001, Pub. L. 107-56** Recipients must comply with the requirements of Pub. L. 107-56, Section 817 of the USA PATRIOT Act, which amends 18 U.S.C. §§ 175–175c.
Article 46	**Use of DHS Seal, Logo and Flags** Recipients must obtain written permission from DHS prior to using the DHS seals, logos, crests, or reproductions of flags, or likenesses of DHS agency officials. This includes use of DHS component (e.g., FEMA, CISA, etc.) seals, logos, crests, or reproductions of flags, or likenesses of component officials.
Article 47	**Whistleblower Protection Act** Recipients must comply with the statutory requirements for whistleblower protections in 10 U.S.C § 470141 U.S.C. § 4712.

Article 48 **Environmental Planning and Historic Preservation (EHP) Review**

DHS/FEMA funded activities that could have an impact on the environment are subject to the FEMA EHP review process. This review does not address all federal, state, and local requirements. Acceptance of federal funding requires the recipient to comply with all federal, state, and local laws. DHS/FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by DHS/FEMA grant funds, through its EHP review process, as mandated by: the National Environmental Policy Act; Endangered Species Act; National Historic Preservation Act of 1966, as amended; Clean Water Act; Clean Air Act; National Flood Insurance Program regulations; and any other applicable laws, regulations and executive orders. General guidance for FEMA's EHP process is available on the DHS/FEMA Website. Specific applicant guidance on how to submit information for EHP review depends on the individual grant program. Applicants should contact their grant Program Officer to be put into contact with EHP staff responsible for assisting their specific grant program. The FEMA EHP review process must be completed before funds are released to carry out the proposed project, otherwise, DHS/FEMA may not be able to fund the project due to noncompliance with EHP laws, executive orders, regulations, and policies. DHS/FEMA may also need to perform a project closeout review to ensure the applicant complied with all required EHP conditions identified in the initial review. If ground disturbing activities occur during construction, the applicant will monitor the ground disturbance, and if any potential archaeological resources are discovered, the applicant will immediately cease work in that area and notify the pass-through entity, if applicable, and DHS/FEMA. EO 11988, Floodplain Management, and EO 11990, Protection of Wetlands, require that all federal actions in or affecting the floodplain or wetlands be reviewed for opportunities to relocate, and be evaluated for social, economic, historical, environmental, legal, and safety considerations. FEMA's regulations at 44 C.F.R. Part 9 implement the EOs and require an eight-step review process if a proposed action is in a floodplain or wetland or has the potential to affect or be affected by a floodplain or wetland. The regulation also requires that the federal agency provide public notice of the proposed action at the earliest possible time to provide the opportunity for public involvement in the decision-making process (44 C.F.R. § 9.8). Where there is no opportunity to relocate the federal action, FEMA is required to undertake a detailed review to determine what measures can be taken to minimize future damages to the floodplain or wetland.

Article 49	**Applicability of DHS Standard Terms and Conditions to Tribal Nations** The DHS Standard Terms and Conditions are a restatement of general requirements imposed upon recipients and flow down to sub-recipients as a matter of law, regulation, or executive order. If the requirement does not apply to Tribal Nations, or there is a federal law or regulation exempting its application to Tribal Nations, then the acceptance by Tribal Nations, or acquiescence to DHS Standard Terms and Conditions does not change or alter its inapplicability to a Tribal Nation. The execution of grant documents is not intended to change, alter, amend, or impose additional liability or responsibility upon the Tribal Nations where it does not already exist.
Article 50	**Acceptance of Post Award Changes** In the event FEMA determines that an error in the award package has been made, or if an administrative change must be made to the award package, recipients will be notified of the change in writing. Once the notification has been made, any subsequent requests for funds will indicate recipient acceptance of the changes to the award. Please email FEMA Grant Management Operations at: ASK-GMD@fema.dhs.gov for any questions.
Article 51	**Disposition of Equipment Acquired Under the Federal Award** When original or replacement equipment acquired under this award is no longer needed for the original project or program or for other activities currently or previously supported by a federal awarding agency, the non-state recipient or subrecipient (including subrecipients of a State or Tribal Nation), must request instructions from FEMA to make proper disposition of the equipment pursuant to 2 C.F.R. section 200.313(e). State recipients must follow the disposition requirements in accordance with State laws and procedures. 2 C.F.R. section 200.313(b). Tribal Nations must follow the disposition requirements in accordance with Tribal laws and procedures noted in 2 C.F.R. section 200.313(b); and if such laws and procedures do not exist, then Tribal Nations must follow the disposition instructions in 2 C.F.R. section 200.313(e).

Article 52	**Prior Approval for Modification of Approved Budget** Before making any change to the FEMA approved budget for this award, a written request must be submitted and approved by FEMA as required by 2 C.F.R. section 200.308. For purposes of non-construction projects, FEMA is utilizing its discretion to impose an additional restriction under 2 C.F.R. section 200.308(i) regarding the transfer of funds among direct cost categories, programs, functions, or activities. For awards with an approved budget where the federal share is greater than the simplified acquisition threshold (currently $250,000) and where the cumulative amount of such transfers exceeds or is expected to exceed ten percent (10%) of the total budget FEMA last approved, transferring funds among direct cost categories, programs, functions, or activities is unallowable without prior written approval from FEMA. For purposes of awards that support both construction and non-construction work, 2 C.F.R. section 200.308((f)(9) requires the recipient to obtain prior written approval from FEMA before making any fund or budget transfers between the two types of work. Any deviations from a FEMA approved budget must be reported in the first Federal Financial Report (SF-425) that is submitted following any budget deviation, regardless of whether the budget deviation requires prior written approval.
Article 53	**Indirect Cost Rate** 2 C.F.R. section 200.211(b)(16) requires the terms of the award to include the indirect cost rate for the federal award. If applicable, the indirect cost rate for the award is stated in the budget documents or other materials approved by FEMA and included in the award file.
Article 54	**Build America, Buy America Act (BABAA) Required Contract Provision & Self-Certification** In addition to the DHS Standard Terms & Conditions regarding Required Use of American Iron, Steel, Manufactured Products, and Construction Materials, recipients and subrecipients of FEMA financial assistance for programs that are subject to BABAA must include a Buy America preference contract provision as noted in 2 C.F.R. section 184.4 and a self-certification as required by the FEMA Buy America Preference in FEMA Financial Assistance Programs for Infrastructure (FEMA Interim Policy #207-22-0001). This requirement applies to all subawards, contracts, and purchase orders for work performed, or products supplied under the FEMA award subject to BABAA.

Exhibit A: FEMA Award Notification

FEMA Award Letter

Notice of Award Appendix for FEMA's Subgrant ID EMK-2023-FM-001-0004

Award Letter

U.S. Department of Homeland Security
Washington, D.C. 20472

IOWA HOMELAND SECURITY AND EMERGENCY MANAGEMENT DEPARTMENT
7900 HICKMAN RD STE 500
WINDSOR HEIGHTS, IA 50324

EMK-2023-FM-001

Congratulations, on behalf of the Department of Homeland Security, your application for EMK-2023-FM-001-0004 University Boulevard Flood Mitigation- 2024 Buyout Program submitted under the Fiscal Year 2023 Flood Mitigation Assistance has been approved in the amount of $13,122,621.40 in Federal Funding. As a condition of this grant, you are required to contribute non-Federal funds equal to or greater than $1,105,509.60 for a total approved budget of $14,228,131.00.

By accepting this award, you acknowledge that the terms of the following documents are incorporated into the terms of your award EMK-2023-FM-001:

- Award Summary
- Agreement Articles
- Obligating Document
- EMK-2023-FM-001 Notice of Award – incorporated by reference
- Record of Environmental Consideration – incorporated by reference

Please make sure you read, understand, and maintain a copy of these documents in your official file for this award.

Sincerely,

JAY VAN DER WERFF
Acting Deputy Regional Administrator
Acting Deputy Regional Administrator

Award Summary

Program: Fiscal Year 2023 Flood Mitigation Assistance
Recipient: IOWA HOMELAND SECURITY AND EMERGENCY MANAGEMENT DEPARTMENT
UEI-EFT: LRP1T24SH4N4
Award number: EMK-2023-FM-001

Summary description of award

The Flood Mitigation Assistance (FMA) grant program provides funding to States, Territories, Indian Tribal governments and communities to assist in their efforts to reduce or eliminate the risk of repetitive flood damage to buildings and structures insurable under the National Flood Insurance Program (NFIP).

Except as otherwise approved as noted in this award, the information you provided in your subapplication for Fiscal Year 2023 Flood Mitigation Assistance funding is incorporated into the terms and conditions of this award. This includes any documents submitted as part of the subapplication.

Amount awarded

The amount of the award is detailed in the attached Obligating Document for Award. The following are budgeted estimates for object classes for this award (including Federal share plus your cost share, if applicable):

Object Class Categories	Total
Personnel	$83,361.00
Fringe benefits	$0.00
Travel	$0.00
Equipment	$0.00
Supplies	$0.00
Contractual	$0.00
Construction	$14,144,770.00
Other	$0.00
Indirect charges	$0.00
Federal	$13,122,621.40
Non-federal	$1,105,509.60
Total	$14,228,131.00

Construction budget summary

The amount of the construction budget is detailed in the attached Obligating Document for Award. The following are the budgeted estimates for Cost classification within this award

Cost classification	Total
Administrative and legal expenses	$0.00
Land, Structures, rights-of-way, appraisals, etc.	$12,070,282.00
Relocation expenses and payments	$0.00
Architectural and engineering fees	$25,000.00
Other architectural and engineering fees	$0.00
Project inspection fees	$0.00
Site work	$0.00
Demolition and removal	$2,016,738.00
Construction	$0.00
Equipment	$0.00
Miscellaneous	$32,750.00
SUBTOTAL	$14,144,770.00
Contingencies	$0.00
SUBTOTAL	$14,144,770.00
Project (program) income	$0.00
Total PROJECT COSTS	$14,144,770.00
Federal	$13,122,621.40
Non-federal	$1,105,509.60
Total	$14,228,131.00

Approved scope of work

FEMA's Subgrant ID: EMK-2023-FM-001-0004
Subrecipient: CITY OF CLIVE

After review of your subapplication, FEMA has approved the below scope of work for EMK-2023-FM-001-0004 University Boulevard Flood Mitigation- 2024 Buyout Program. You must submit scope or budget revision requests for FEMA's prior approval, as appropriate, per 2 C.F.R. § 200.308.

Approved request details:

Cost estimate

Item : Other (Explain)

Acquisitions- 3 parcels

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
1	Each	$12,067,282.00	$12,067,282.00	No	Construction

Item : Other (Explain)

Construction (Demolition)

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
3	Each	$633,246.00	$1,899,738.00	No	Construction

Item : Other (Explain)

Environmental Services (Phase 1 and Asbestos)

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
4	Each	$3,312.50	$13,250.00	Yes	Construction

Item : Other (Explain)

Demolition (plans/specifications)

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
1	Each	$25,000.00	$25,000.00	No	Construction

Item : Other (Explain)

Legal, Closing, Permits and Fees

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
10	Each	$1,950.00	$19,500.00	No	Construction

Item : Other (Explain)

Appraisal

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
1	Each	$3,000.00	$3,000.00	Yes	Construction

Item : Other (Explain)

Construction (Asbestos Abatement)

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
3	Each	$39,000.00	$117,000.00	No	Construction

Management cost

Item : Salaries

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
1	Each	$83,361.00	$83,361.00	No	Personnel

Approved location information

The following locations have been approved for activities described in the approved scope of work.

Address	Latitude	Longitude
8000 University Boulevard , Clive, IA, Polk, 50325	41.601110	-093.728030
7887 University Boulevard , clive, IA, Polk, 50325	41.602170	-093.726260
7945 University Boulevard , Clive, IA, Polk, 50325	41.602680	-093.727120

Agreement Articles

Program: Fiscal Year 2023 Flood Mitigation Assistance
Recipient: IOWA HOMELAND SECURITY AND EMERGENCY MANAGEMENT DEPARTMENT
UEI-EFT: LRP1T24SH4N4
Award number: EMK-2023-FM-001

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Article 15	Executive Order 11990 - Wetlands
Article 16	National Historic Preservation Act (NHPA)
Article 17	National Historic Preservation Act (NHPA)
Article 18	OTHER (enter specifics in comments)
Article 19	Resource Conservation and Recovery Act, aka Solid Waste Disposal Act (RCRA)
Article 20	Resource Conservation and Recovery Act, aka Solid Waste Disposal Act (RCRA)
Article 21	State Hazardous Materials and Solid Waste Laws
Article 22	Standard Condition #1
Article 23	Standard Condition #2
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Article 1 **Fiscal Year 2025 DHS Standard Terms and Conditions.**

Notwithstanding any provision in the Notice of Funding Opportunity specifying that the applicable DHS Standard Terms and Conditions will be those in effect at the time of the award, and unless a term and condition specifically indicates otherwise, the Fiscal Year (FY) 2025 Department of Homeland Security (DHS) Standard Terms and Conditions v.3 will apply to the following subaward(s): EMK-2023-FM-001-0004 University Boulevard Flood Mitigation- 2024 Buyout Program. The DHS Standard Terms and Conditions are available at: https://www.dhs.gov/publication/dhs-standard-terms-and-conditions. For subawards previously issued under this award and not specifically listed here, the DHS Standard Terms and Conditions that were in effect at the time the subaward was obligated must be followed.

Article 2 **Payment Information.**

The terms and conditions listed below are applicable only to the following subaward(s) EMK-2023-FM-001-0004 University Boulevard Flood Mitigation- 2024 Buyout Program. Instructions to Grant Recipients Pursuing Payments: FEMA reviews all grant payments and obligations to ensure allowability in accordance with 2 C.F.R. § 200.305. These measures ensure funds are disbursed appropriately while continuing to support and prioritize communities who rely on FEMA for assistance. For the subaward(s) identified in this Agreement Article, a recipient is required to first submit a payment request to the FEMA regional office, not through FEMA GO. Once submitted to the FEMA regional office, FEMA will review the request. If FEMA approves the payment request, it will instruct the recipient to submit and process the payment through FEMA GO. The payment will be delivered pursuant to the recipient's SAM.gov financial information. If FEMA disapproves the payment request, FEMA will inform the recipient. If a recipient processes a payment through FEMA GO prior to obtaining FEMA approval of the payment, FEMA may seek a remedy for noncompliance as stipulated in 2 C.F.R. § 200.339., including but not limited to termination. Processing and Payment Timeline: FEMA must comply with regulations governing payments to grant recipients. See 2 C.F.R. § 200.305. For grant recipients other than States, 2 C.F.R. § 200.305(b)(3) stipulates that FEMA is to make payments on a reimbursement basis within 30 days after receipt of the payment request, unless FEMA reasonably believes the request to be improper. For state recipients, 2 C.F.R. § 200.305(a) instructs that federal grant payments are governed by Treasury-State Cash Management Improvement Act (CMIA) agreements ("Treasury-State agreement") and default procedures codified at 31 C.F.R. part 205 and Treasury Financial Manual (TFM) 4A-2000, "Overall Disbursing Rules for All Federal Agencies." See 2 C.F.R. § 200.305(a). Treasury-State agreements generally apply to "major federal assistance programs" that are governed by 31 C.F.R. part 205, subpart A and are identified in the Treasury-State agreement. 31 C.F.R. §§ 205.2, 205.6. Where a federal assistance (grant) program is not governed by subpart A, payment and funds transfers from FEMA to the state are subject to 31 C.F.R. part 205, subpart B. Subpart B requires FEMA to "limit a funds transfer to a state to the minimum amounts needed by the state and must time the disbursement to be in accord with the actual, immediate cash requirements of the state in carrying out a federal assistance program or project. The timing and amount of funds transfers must be as close as is administratively feasible to a state's actual cash outlay for direct program costs and the proportionate share of any allowable indirect costs." 31 C.F.R. § 205.33(a). Nearly all FEMA grants are not "major federal assistance programs." As a result, payments to states for those grants are subject to the "default" rules of 31 C.F.R. part 205, subpart B. If additional information is needed, a request for information will be issued by FEMA to the recipient; recipients are strongly encouraged to respond to any additional FEMA request for information inquiries within three business days. If an adequate response is not received, the request may be denied, and the entity may need to submit a new reimbursement request; this will re-start the 30-day timeline. Submission Process: All non-disaster grant program reimbursement requests must be reviewed and approved by FEMA prior to drawdowns. For all non-disaster reimbursement requests (regardless of system), please ensure submittal of the following information: 1. Grant ID / Award Number 2. Total amount requested for drawdown 3. Purpose of drawdown and timeframe covered (must be within the award performance period) 4. Subrecipient Funding Details (if applicable). • Is funding provided directly or indirectly to a subrecipient? • If no, include statement "This grant funding is not being directed to a subrecipient." • If yes, provide the following details: • The name, mission statement, and purpose of each subrecipient receiving funds, along with the amount allocated and the specific role or activity being reimbursed. • Whether the subrecipient's work or mission involves supporting aliens, regardless of whether FEMA funds support such

activities. • Whether the payment request includes an activity involving support to aliens? • Whether the subrecipient has any diversity, equity, and inclusion practices.** 5. Supporting documentation to demonstrate that expenses are allowable, allocable, reasonable, and necessary under 2 C.F.R. Part 200 and in compliance with the grant's NOFO, award terms, and applicable federal regulations. ** Pursuant to the preliminary injunction order issued on November 21, 2025, in County of Santa Clara et al. v. Noem, et al., No. 25-cv-08330-WHO (N.D. Cal.), Paragraph C.XVII of the DHS Standard Terms and Conditions titled "Anti-Discrimination" does not apply to awards or subawards issued to any of the plaintiffs subject to the preliminary injunction order while the order remains in effect. If the preliminary injunction is stayed, vacated, or extinguished, Paragraph C.XVII will immediately become effective. Pursuant to the preliminary injunction order issued on November 21, 2025, in City of Chicago et al. v. Noem, et al., No. 25-CV-12765 (N.D. Ill.), Paragraph C.XVII of the DHS Standard Terms and Conditions titled "Anti-Discrimination" does not apply to awards or subawards issued to any of the plaintiffs subject to the preliminary injunction order while the order remains in effect. If the preliminary injunction is stayed, vacated, or extinguished, Paragraph C.XVII will immediately become effective. Pursuant to the preliminary injunction order issued on October 31, 2025, in City of Seattle v. Trump, et al., No. 2:25-cv-01435-BJR (W.D. Wa.), Paragraph C.XVII of the DHS Standard Terms and Conditions titled "Anti-Discrimination" does not apply to awards or subawards issued to any of the plaintiffs subject to the preliminary injunction order while the order remains in effect. If the preliminary injunction is stayed, vacated, or extinguished, Paragraph C.XVII will immediately become effective. As stated in another Agreement Article, Paragraph C.XVII(2)(a)(iii) of the DHS Standard Terms and Conditions will not apply even if any of these preliminary injunctions are stayed, vacated, or extinguished.

Article 3 **Termination of the Federal Award.**

The terms and conditions listed below are applicable only to the following subaward(s): EMK-2023-FM-001-0004 University Boulevard Flood Mitigation- 2024 Buyout Program. 1. Paragraph C.XL of the FY 2025 DHS Standard Terms and Conditions, v.3 sets forth a term and condition entitled “Termination of a Federal Award.” The termination provision condition listed below applies to the subaward(s) identified in this Agreement Article. The term and condition in Paragraph C.XL of the FY 2025 DHS Standard Terms and Conditions, v.3 does not apply to the subaward(s) identified in this Agreement Article. 2. Termination of the Federal Award by FEMA: FEMA may terminate the federal award in whole or in part for one of the following reasons identified in 2 C.F.R. § 200.340: a. If the recipient or subrecipient fails to comply with the terms and conditions of the federal award. b. With the consent of the recipient, in which case FEMA and the recipient must agree upon the termination conditions. These conditions include the effective date and, in the case of partial termination, the portion to be terminated. c. If the federal award no longer effectuates the program goals or agency priorities. Under this provision, FEMA may terminate the award for these purposes if any of the following reasons apply: i. If DHS/FEMA, in its sole discretion, determines that a specific award objective is ineffective at achieving program goals; ii. If DHS/FEMA, in its sole discretion, determines that an objective of the award will be ineffective at achieving program goals or agency priorities; iii. If DHS/FEMA, in its sole discretion, determines that the design of the grant program is flawed relative to program goals or agency priorities; iv. If DHS/FEMA, in its sole discretion, determines that the grant program is not aligned to either the DHS Strategic Plan, the FEMA Strategic Plan, or successor policies or documents; v. If DHS/FEMA, in its sole discretion, changes or re-evaluates the goals or priorities of the grant program and determines that the award will be ineffective at achieving the updated program goals or agency priorities; or vi. For other reasons based on program goals or agency priorities described in the termination notice provided to the recipient pursuant to 2 C.F.R. § 200.341. vii. If the awardee falls out of compliance with the Agency’s statutory or regulatory authority, award terms and conditions, or other applicable laws. 3. Termination of a Subaward by the Pass-Through Entity: The pass-through entity may terminate a subaward in whole or in part for one of the following reasons identified in 2 C.F.R. § 200.340: a. If the subrecipient fails to comply with the terms and conditions of the federal award. b. With the consent of the subrecipient, in which case the pass-through entity and the subrecipient must agree upon the termination conditions. These conditions include the effective date and, in the case of partial termination, the portion to be terminated. c. If the pass-through entity’s award has been terminated, the pass-through recipient will terminate its subawards. 4. Termination by the Recipient or Subrecipient: The recipient or subrecipient may terminate the federal award in whole or in part for the following reasons identified in 2 C.F.R. § 200.340: Upon sending FEMA or the pass-through entity a written notification of the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if FEMA or the pass-through entity determines that the remaining portion of the federal award will not accomplish the purposes for which the federal award was made, FEMA or the pass-through entity may terminate the federal award in its entirety. 5. Impacts of Termination: a. When FEMA terminates the federal award prior to the end of the period of performance due to the recipient’s material failure to comply with the terms and conditions of the federal award, FEMA will report the termination in SAM.gov in the manner described at 2 C.F.R. § 200.340(c). b. When the federal award is terminated in part or its entirety, FEMA or the pass-through entity and the recipient or subrecipient remain responsible for compliance with the requirements in 2 C.F.R. §§ 200.344 and 200.345. 6. Notification Requirements: FEMA or the pass-through entity must provide written notice of the termination in a manner consistent with 2 C.F.R. § 200.341. The federal award will be terminated on the date of the

	notification unless stated otherwise in the notification. 7. Opportunities to Object and Appeals: Where applicable, when FEMA terminates the federal award, the written notification of termination will provide the opportunity, and describe the process, to object and provide information challenging the action, pursuant to 2 C.F.R. § 200.342. 8. Effects of Suspension and Termination: The allowability of costs to the recipient or subrecipient resulting from financial obligations incurred by the recipient or subrecipient during a suspension or after the termination of a federal award are subject to 2 C.F.R. § 200.343.
Article 4	**Non-Applicability of Specific Agreement Articles.** The terms and conditions listed below are applicable only to the following subaward(s): EMK-2023-FM-001-0004 University Boulevard Flood Mitigation- 2024 Buyout Program. Notwithstanding their inclusion in this award package for the subawards identified in this Agreement Article, the following FY 2025 DHS Standard Terms and Conditions do not apply to the subaward(s) identified in this Agreement Article: 1. Paragraph C.IX. Communication and Cooperation with the Department of Homeland Security and Immigration Officials. 2. Paragraph C.XVII(2)(a)(iii) of Anti-Discrimination.
Article 5	**Non-Applicability of Specific Terms and Agreement Articles Pursuant to County of Santa Clara, et al. v. Noem, et al.** The terms and conditions listed below are applicable only to the following subaward(s): EMK-2023-FM-001-0004 University Boulevard Flood Mitigation- 2024 Buyout Program. Pursuant to the preliminary injunction order issued on November 21, 2025, in County of Santa Clara et al. v. Noem, et al., No. 25-cv-08330-WHO (N.D. Cal.), the following terms and conditions do not apply to awards or subawards issued to any of the plaintiffs subject to the preliminary injunction order while the order remains in effect: (1) Section C.XVII of the DHS Standard Terms and Conditions titled "Anti-Discrimination" and the Agreement Article titled “Anti-Discrimination” in this award package; and (2) Section C.XXXI of the DHS Standard Terms and Conditions titled "Presidential Executive Orders" and the Agreement Article titled “Presidential Executive Orders” in this award package. If the preliminary injunction is stayed, vacated, or extinguished, Section C.XVII of the DHS Standard Terms and Conditions titled "Anti-Discrimination", the “Anti-Discrimination” Agreement Article, Section C.XXXI of the DHS Standard Terms and Conditions titled "Presidential Executive Orders," and the Agreement Article titled “Presidential Executive Orders” will immediately become effective. As stated in the Agreement Article titled “Non-Applicability of Specific Agreement Articles, Paragraph 2(a)(iii) of the “Anti-Discrimination” Agreement Article and Paragraph 2(a)(iii) of Section C.XVII of the DHS Standard Terms and Conditions will not apply even if the preliminary injunction is stayed, vacated, or extinguished.

Article 6	**Non-Applicability of Specific Terms and Agreement Articles Pursuant to City of Chicago et al. v. Noem, et al.** The terms and conditions listed below are applicable only to the following subaward(s): EMK-2023-FM-001-0004 University Boulevard Flood Mitigation- 2024 Buyout Program. Pursuant to the preliminary injunction order issued on November 21, 2025, in City of Chicago et al. v. Noem, et al., No. 25-CV-12765 (N.D. Ill.), the following terms and conditions do not apply to awards or subawards issued to any of the plaintiffs subject to the preliminary injunction order while the order remains in effect: (1) Section C.XVII of the DHS Standard Terms and Conditions titled "Anti-Discrimination" and the Agreement Article titled “Anti-Discrimination” in this award package; and (2) Section C.XXXI of the DHS Standard Terms and Conditions titled "Presidential Executive Orders" and the Agreement Article titled “Presidential Executive Orders” in this award package. If the preliminary injunction is stayed, vacated, or extinguished, Section C.XVII of the DHS Standard Terms and Conditions titled "Anti-Discrimination", the “Anti-Discrimination” Agreement Article, Section C.XXXI of the DHS Standard Terms and Conditions titled "Presidential Executive Orders," and the Agreement Article titled “Presidential Executive Orders” will immediately become effective. As stated in the Agreement Article titled “Non-Applicability of Specific Agreement Articles, Paragraph 2(a)(iii) of the “Anti-Discrimination” Agreement Article and Paragraph 2(a)(iii) of Section C.XVII of the DHS Standard Terms and Conditions will not apply even if the preliminary injunction is stayed, vacated, or extinguished.
Article 7	**Non-Applicability of Specific Terms and Agreement Articles Pursuant to City of Seattle v. Trump, et al.** The terms and conditions listed below are applicable only to the following subaward(s): EMK-2023-FM-001-0004 University Boulevard Flood Mitigation- 2024 Buyout Program. Pursuant to the preliminary injunction order issued on October 31, 2025, in City of Seattle v. Trump, et al., No. 2:25-cv-01435-BJR (W.D. Wa.), the following terms and conditions do not apply to awards or subawards issued to any of the plaintiffs subject to the preliminary injunction order while the order remains in effect: Section C.XVII of the DHS Standard Terms and Conditions titled "Anti-Discrimination" and the Agreement Article titled “Anti-Discrimination” in this award package. If the preliminary injunction is stayed, vacated, or extinguished, Section C.XVII of the DHS Standard Terms and Conditions titled "Anti-Discrimination" and the “Anti-Discrimination” Agreement Article will immediately become effective. As stated in the Agreement Article titled “Non-Applicability of Specific Agreement Articles, Paragraph 2(a)(iii) of the “Anti-Discrimination” Agreement Article and Paragraph 2(a)(iii) of Section C.XVII of the DHS Standard Terms and Conditions will not apply even if the preliminary injunction is stayed, vacated, or extinguished.

Article 8	**Prohibition on Covered Foreign Unmanned Aircraft Systems (UAS).** The terms and conditions listed below are applicable only to the following subaward(s): EMK-2023-FM-001-0004 University Boulevard Flood Mitigation- 2024 Buyout Program. As a condition of this award, recipients, subrecipients, and their contractors or subcontractors must comply with Section 1825 of the American Security Drone Act of 2023, as enacted in the National Defense Authorization Act for Fiscal Year 2024 (Pub. L. No. 118-31 §§ 1821-33, 41 U.S.C. 3901 note prec.). Federal funds may not be used to procure, operate, or otherwise support any covered unmanned aircraft system (UAS) that is manufactured or assembled by a covered foreign entity, or in connection with the operation of such a system. For further guidance, refer to Public Law 118-31 and OMB Memorandum M-26-02, Ensuring Government Use of Secure Unmanned Aircraft Systems and Supporting United States Producers. Failure to comply with these requirements may result in the withholding of funds, suspension, or termination of the award.
Article 9	**National Historic Preservation Act (NHPA)** Care shall be required to avoid ruts when operating heavy equipment. Demolition shall be required to occur only on dry or frozen ground, or the use of heavy equipment mats shall be required.
Article 10	**National Historic Preservation Act (NHPA)** In the event that archaeological deposits (soils, features, artifacts, or other remnants of human activity) are uncovered during the work, the project shall be halted. The Sub-applicant shall immediately stop all work in the vicinity of the discovery and take all reasonable measures to avoid or minimize harm to the finds. The Sub-applicant shall inform the Iowa Department of Homeland Security and Emergency Management (HSEMD) immediately, will secure all archaeological finds, and will restrict access to the area. HSEMD shall notify FEMA and FEMA will consult with the Iowa State Historic Preservation Office (SHPO) and other potential consulting parties including Native American Tribes and the Office of the State Archaeologist (OSA). Work in sensitive areas may not resume until an archaeologist who meets the Secretary of the Interior's Professional Qualifications Standards determines the extent and historic significance of the discovery and consultations are completed. Work may not resume at or around archaeological deposits until the Sub-applicant is notified by HSEMD. Noncompliance with this requirement may jeopardize the receipt of federal assistance including funding.

Article 11	**National Historic Preservation Act (NHPA)** Upon discovery of suspected human remains during construction, including bone or other remains suspected to be human, ground-disturbing activities shall immediately cease within 50 ft of the discovery. The construction contractor or inspector ("on-site responsible person") will immediately notify the State Medical Examiner (SME), and the appropriate local law enforcement agency in accordance with Section 523I.316.6 of the Iowa Code, and the Iowa Department of Homeland Security and Emergency Management (HSEMD), will secure all remains, and restrict access to the area. Photographs and or video of the discovery shall be prohibited. HSEMD shall notify FEMA, and FEMA will notify the Iowa State Historic Preservation Officer (SHPO), and the University of Iowa's Office of the State Archaeologist's (OSA) Bioarchaeology Program Director, Indian tribes, and other interested parties within 24 hours of the discovery. If there is uncertainty as to whether remains are human or of non-human origin, the OSA's Bioarchaeology Program Director shall be contacted to make the determination. In cases where human remains are determined to be Native American, FEMA shall also consult with the appropriate Tribal representative(s). Additionally, FEMA shall follow the guidelines outlined in the ACHP Policy Statement Regarding the Treatment of Burial Sites, Human Remains, and Funerary Objects (February 23, 2007) and the OSA's Unanticipated Discoveries Plan for Human Remains, that outlines procedures recommended in the event of an unanticipated discovery of human remains during construction associated with projects for which standard Section 106 consultation has occurred between a federal agency and the SHPO. Noncompliance with this requirement may jeopardize the receipt of federal assistance including funding.
Article 12	**State Hazardous Materials and Solid Waste Laws** The Sub-applicant shall ensure that all demolition debris is disposed of in a manner consistent with State regulations. The Sub-applicant will provide locations of any temporary debris staging sites and the final debris disposal sites at closeout. Failure to comply with these conditions may jeopardize FEMA funding. Verification of compliance will be required at project closeout.
Article 13	**State Hazardous Materials and Solid Waste Laws** Underground Storage Tanks (USTs) may be regulated under state and local requirements depending on what is or was stored in the UST and the USTs purpose. In the event underground storage tanks are identified, they must be managed in accordance with state and local requirements. Failure to comply with these conditions may jeopardize FEMA funding. Verification of compliance will be required at project closeout.
Article 14	**Executive Order 11990 - Wetlands** Construction activities and equipment storage are not to be located in or impact any adjacent wetlands. All materials and equipment should be staged outside of the wetland on paved or previously disturbed areas.
Article 15	**Executive Order 11990 - Wetlands** The Sub-applicant shall ensure that best management practices are implemented to prevent erosion and sedimentation to surrounding, nearby or adjacent wetlands. This includes equipment storage and staging of construction to prevent erosion and sedimentation to ensure that wetlands are not adversely impacted per the Clean Water Act and Executive Order 11990.

Article 16	**National Historic Preservation Act (NHPA)** Demolition and other ground disturbing activities shall be limited to within the immediate proximity of the buildings and structures and be performed in a manner minimizing disturbance to adjacent ground surfaces. There shall be no grading of previously undisturbed soil.
Article 17	**National Historic Preservation Act (NHPA)** All borrow or fill material must come from pre-existing stockpiles or commercially procured material from an existing source. For any FEMA funded project requiring the use of a non-commercial source in whole or in part, regardless of cost, the Sub-applicant must notify FEMA and Applicant prior to extracting material. FEMA must review the source for compliance with all applicable federal environmental planning and historic preservation laws and executive orders prior to a Sub-applicant or its contractor commencing borrow extraction. Consultation and regulatory permitting may be required. Non-compliance with this requirement may jeopardize receipt of federal funding. Documentation of borrow sources utilized is required at closeout.
Article 18	**OTHER (enter specifics in comments)** National Emission Standards for Hazardous Air Pollutants (NESHAP): Prior to demolition, sub-applicant must conduct inspection of buildings and structures for asbestos. If any asbestos containing material is found during construction, remediation, repair, or demolition activities, the Sub-applicant must comply with all federal, state, and local abatement and disposal requirements. Failure to comply with these conditions may jeopardize FEMA funding. Verification of compliance will be required at project closeout.
Article 19	**Resource Conservation and Recovery Act, aka Solid Waste Disposal Act (RCRA)** Unusable equipment, debris and material shall be disposed of in an approved manner and location. Prior to demolition, Sub-applicant must conduct inspection of buildings and structures for lead based paint and/or other potentially hazardous materials. In the event significant items (or evidence thereof) are discovered during implementation of the project, sub-applicant shall handle, manage, and dispose of petroleum products, hazardous materials and toxic waste, or lead based paint in accordance with the requirements and to the satisfaction of the governing local, state and federal agencies. Failure to comply with these conditions may jeopardize FEMA funding. Verification of compliance will be required at project closeout.
Article 20	**Resource Conservation and Recovery Act, aka Solid Waste Disposal Act (RCRA)** Provide the selected demolition contractor with copies of all previous Environmental Site Assessment and Limited Subsurface Investigation reports, including findings and data.
Article 21	**State Hazardous Materials and Solid Waste Laws** In the event a well or cistern is discovered, the well/cistern must be plugged in accordance with state and local requirements. Failure to comply with these conditions may jeopardize FEMA funding. Verification of compliance will be required at project closeout.

Article 22	**Standard Condition #1** Any change to the approved scope of work will require re-evaluation for compliance with NEPA and other Laws and Executive Orders.
Article 23	**Standard Condition #2** This review does not address all federal, state and local requirements. Acceptance of federal funding requires recipient to comply with all federal, state and local laws. Failure to obtain all appropriate federal, state and local environmental permits and clearances may jeopardize federal funding.
Article 24	**Standard Condition #3** If ground disturbing activities occur during construction, applicant will monitor ground disturbance and if any potential archeological resources are discovered, will immediately cease construction in that area and notify the State and FEMA.

Obligating document

1.Agreement No.	2. Amendment No.	3. Recipient No.	4. Type of Action	5. Control No.
EMK-2023-FM-001-0004	N/A	426038004	AWARD	KX00011N2026T

6. Recipient Name and Address	7. Issuing FEMA Office and Address	8. Payment Office and Address
IOWA HOMELAND SECURITY AND EMERGENCY MANAGEMENT DEPARTMENT 7900 HICKMAN RD STE 500 WINDSOR HEIGHTS, IA 50324	FEMA Region VII 9221 Ward Parkway, Suite 300 Kansas City, Missouri 64114-3372 816-283-7061	FEMA Finance Center P.O. Box 9001 Winchester, VA 22604 (540) 504-1900

9. Name of Recipient Project Officer	9a. Phone No.	10. Name of FEMA Project Officer	10a. Phone No.
See award package	See award package	Flood Mitigation Assistance Program	816-283-7061

11. Effective Date of This Action	12. Method of Payment	13. Assistance Arrangement	14. Performance Period See award package Budget Period See award package
04/29/2026	OTHER - FEMA GO	COST SHARING	

15. Description of Action a. (Indicate funding data for awards or financial changes)

Program Name Abbreviation	Assistance Listing No.	Accounting Data (ACCS Code)	Prior Total Award	Amount Awarded This Action + or (-)	Current Total Award	Cumulative Non-Federal Commitment
FMA	97.029	2026-IN-JG11 - R072-xxxx-4101-D	$0.00	$13,122,621.40	$13,122,621.40	See Totals
		Totals	$0.00	$13,122,621.40	$13,122,621.40	$1,105,509.60

b. To describe changes other than funding data or financial changes, attach schedule and check here:
N/A

~~16.FOR NON-DISASTER PROGRAMS: RECIPIENT IS REQUIRED TO SIGN AND RETURN THREE (3) COPIES OF THIS DOCUMENT TO FEMA (See Block 7 for address)~~
This is not applicable for digitally signed grant agreements.

~~17. RECIPIENT SIGNATORY OFFICIAL (Name and Title)~~
(Recipients are not required to sign and return copies of this document. However, recipients should keep a copy of this documents for their records.)

18. FEMA SIGNATORY OFFICIAL (Name and Title)
JAY VAN DER WERFF, Acting Deputy Regional Administrator Acting Deputy Regional Administrator

DATE
04/29/2026

Exhibit B: Approved Scope of Work and Budget

Scope of Work from Application

The University Boulevard neighborhood will continue to impacted by flooding events along Walnut Creek and/or North Walnut Creek. Based on the Army Corps of Engineers Silver Jackets analysis of the watershed, it is anticipated that the frequency and intensity of the flooding events will continue to increase as upstream portions of the watershed are further developed and the effects of climate change are realized. Because of the expectation for continued flooding impact, the City of Clive has determined that the most appropriate long-term flood mitigation solution for this neighborhood involves the removal of the at-risk buildings. The removal of the buildings will permanently eliminate the future flood losses and will also aid in restoring the natural floodplain function of the overall watershed. With this project, four commercial buildings located in the SFHA will be acquired voluntarily and converted to open space via demolition and permanently deed restricted in accordance with 44 CFR part 80.

Description of Proposed Project:

Acquisition of four repetitive flood damaged commercial structures located on three parcels in the University Boulevard Flood Mitigation Plan area. Structures anticipated to be acquired: 8000 University Boulevard, 7945 University Boulevard, 7887 University Boulevard and 7855 University Boulevard.

The acquisition of the at-risk structures located in the SFHA of Walnut Creek are generally located between NW 75th Street and NW 80th Street along both sides of University Boulevard. The property owner of 8000 University Boulevard (Severe Repetitive Loss Property) and 7887/7945 University Boulevard (Repetitive Loss Property) have signed the required Statement of Voluntary Transaction. A USPAP appraisal, procured according to local purchasing policy which is in compliance with Federal regulation, has been completed for each property in order to establish fair market value. The appraisals are included as pre-award costs and are supported by an invoice.

The Section 106 historic review process was also completed during the pre-award project development, revealing that the buildings/properties are not historically significant. Consultation with the IDOT/ACE/DNR was completed to confirm that no future land use conflict exists and that demolition of the structures will not affect State Threatened, Endangered or Migratory species.

Phase 1 Environmental Site Assessments (ESA's), procured according to local purchasing policy which is in compliance with Federal regulation, have been completed for each property. Recognized environmental conditions were noted on each property and a limited subsurface investigation was completed. Based on the results of the limited subsurface investigation at 8000 University Boulevard, the IDNR has not required any further action. The results of the limited subsurface investigation at 7887 and 7945 University Boulevard are expected shortly.

Additional documentation will be provided as soon as it is available. The Phase 1 reports are included as pre-award costs and are supported by an invoice.

Post Award

Sub-Grant Award: Upon the completion of HSEMD and FEMA application review, the application may be approved and Sub-Grant awarded. HSEMD will be the Recipient with the City of Clive being the acting Sub-Recipient.

Sub-Grant Acceptance: Upon grant approval, the City of Clive will meet with HSEMD to execute a Sub-Award Agreement. This will begin the time frame for completion of the project which shall be 36-months from the execution of the Sub-Award Agreement. Once the Sub-Award Agreement is fully approved, the City will develop and adopt an administrative plan describing the administrative policies associated with implementing the project. The administrative plan will also include the process for participants to appeal the fair market value determination, if necessary.

Duplication of Benefits: Following adoption of the administrative plan, the City of Clive will work with HSEMD and FEMA to complete the preliminary duplication of benefits process. If any property owner received funding which is considered duplicative, receipts for expenditures of that funding will be collected and submitted to determine the amount of total advances (official DOB) to be used in calculating proceeds to the property seller at the time of closing.

Property Closing/Acquisition: Following completion of the DOB process and confirmation that the property seller still intends to participate in the project, the City Attorney will be engaged to provide necessary legal consultation regarding the purchase agreement, abstracting, title search, title opinion, title guaranty and closing services. A purchase agreement will be extended to each property seller and discussions will begin related to an acceptable closing date. At the time of acquisition, the deed, including the FEMA mitigation model deed restriction language, will be executed and recorded. Future use of the property will be limited to perpetual open space, as defined in the deed restriction, so that the area can function as natural floodplain. Copies of the closing documents will be provided to the State and Federal agencies as required.

Asbestos Testing/Abatement/Demolition: Preparation for demolition activities will occur prior to the closing date so that the property can be classified as open space within 90 days of acquisition. Asbestos inspections have been completed with the Phase 1 ESA's and asbestos containing materials were documented in each structure. Costs for this service are included as pre-award costs and supported by an invoice. Solicitation for the asbestos removal and demolition contractors will be prepared concurrently so that the asbestos removal can be appropriately coordinate with the demolition activity. Once asbestos removal is completed per EPA and IDNR requirements, a final asbestos inspection will be completed and documentation provided to indicate that all require removals have been completed. Structure demolition will begin immediately following completion of the asbestos removal activity. Demolition shall include the disconnection of utilities, removal of all site features, removal of all structures and grading/stabilization of all disturbed areas on the site. Estimated costs for these services are included and are based on estimated prepared by the City and its construction management

consultant. Estimates include expected price variation contingency in order to approximate the time delay of future procurement of the construction services. Actual final costs will be subject to timing/availability/bids from responding contractors.

Upon acceptance of the purchase agreement and completion of all demolition preparations, the City of Clive will schedule the closing for the properties. The warranty deed and deed restriction will be executed and recorded with the Polk County Recorder. Just prior to closing, the City of Clive will review the property to ensure that all personal property has been removed. Demolition activities will begin as described above with a City designated debris monitor on-site. Demolition debris will be disposed of at the Metro Waste Authority landfill and/or appropriate recycling facilities. Once the demolition activities are fully complete, all properties will be maintained in good condition as permanent open space. Land maintenance activities will be performed by the City of Clive with appropriate budget allocated in the City's General Operating budget.

Any demolition taking place between April 15th and September 30th shall be evaluated in consultation with the IDNR to ensure that any of the construction activity will not result in adverse environmental impacts.

Other than the outside consulting services defined above, City of Clive staff will provide all necessary project management support to the project including coordination with all impacted property owners.

Property Listing

#	Address	City	State	Amount
1	8000 University Boulevard	Clive	Iowa	$2,638,000.00
2	7887 University Boulevard (along with 7855 University Boulevard – same parcel)	Clive	Iowa	$5,450,682.00
3	7945 University Boulevard	Clive	Iowa	$3,978,600.00

Budget

Type		Amount
Acquisitions		$12,067,282.00
Construction (Demolition)		$1,899,738.00
Environmental Services (Phase 1 and Asbestos)		$13,250.00
Demolition (plans/specifications)		$25,000.00
Legal, Closing, Permits and Fees		$19,500.00
Appraisal		$3,000.00
Construction (Asbestos Abatement)		$117,000.00
Management Costs		$83,361.00
Total Award		**$ 14,228,131.00**

Exhibit C: Pre-Award Risk Assessment

Homeland Security and Emergency Management

Iowa Department of Homeland Security and Emergency Management

2026 Pre-award Risk Assessment

NAME OF APPLICANT:	City of Clive
APPLICANT CONTACT NAME:	Doug Ollendike
RISK SCORE:	1

0	No Findings To Report	If the subrecipient is in full compliance with the criteria, the subrecipient receives a score of 0.
1	No Significant Findings	If there are a few concerns, but they are relatively minor, the subrecipient receives a score of 1.
2	Some Minor Findings	A score of 2 indicates there are several concerns but they are still relatively minor infractions related to the subrecipient's performance.
3	Moderate Findings	A score of 3 indicates a moderate level of concern with the subrecipient's performance related to the criterion. Several specific risk factors are evident.
4	Some Significant High Risk Factors	A score of 4 indicates a high level of concern with the subrecipient's performance related to the criterion. Several specific risk factors are evident in more than two evaluation standards.
5	Many Significant High Risk Factors	A score of 5 supersedes the risk level of "high risk" and evidences non-compliance in three or more standards. The subrecipient requires immediate and intensive monitoring and may require de-obligation of funds.

REPORTING-POST GRANT COMPLIANCE-OFFICIAL FILES	
1. Does HSEM have record of Single Audit for this applicant?	☉ YES ☐ NO
a. Were there any findings and/or questioned costs for federal awards?	☐ YES ☉ NO
2. Does the State of Iowa Auditor website have the previous year's audit for this applicant?	☉ YES ☐ NO
a. Were there any findings and/or questioned costs?	☐ YES ☉ NO
AWARD AND ADMINISTRATIVE COMPLIANCE	
3. Is the applicant organization suspended or disbarred from federal programs or activities? **Upload sam.gov check*	☐ YES ☉ NO
4. Does the applicant have recent (in the past three years) experience with HSEM pass-through funding?	☉ YES ☐ NO
5. Did HSEM conduct monitoring actions on this applicant?	☉ YES ☐ NO
a. Were there any issues?	☐ YES ☉ NO ☐ N/A
6. Does the applicant have prior indication of subaward challenges? *timely progress reports and reimbursement requests; initial completeness or low quality; number of changes to project – period of performance, scope, budget.*	☐ YES ☉ NO
7. Was the current application submitted with completeness and quality?	☉ YES ☐ NO
8. Does the applicant have an outstanding balance (pending resolution or outstanding refund) with HSEM	☐ YES ☉ NO
FINANCIAL MANAGEMENT SYSTEM COMPLIANCE	
9. Does the applicant identify within the application the unique coding its accounting system will identify the expenditures and revenues of program funds this award?	☐ YES ☉ NO
10. Is the applicant's financial management system capable to meet the requirements in the 2 CFR Part 200?	☉ YES ☐ NO

Revised 3/12/2025

INTERNAL CONTROLS AND PROCUREMENT\PURCHASING\EQUIPMENT\INVENTORY\CONTRACTING	
11. Has the applicant experienced key staff turnover in the past 12 months?	☐ YES ☑ NO
12. During the past three years, has the applicant organization/entity been accused of discrimination on the grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status?	☐ YES ☑ NO
DOES THE APPLICANT HAVE THE FOLLOWING WRITTEN POLICIES AND PROCEDURES:	
13. Publically-available privacy policy that describes standards on the usage and maintenance of personally identifiable information (PII). PII includes any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual.	☑ YES ☐ NO
14. Standard operating procedures or official operations?	☑ YES ☐ NO
15. Conflict of interest policies?	☑ YES ☐ NO
16. Procedures for reporting all violations of federal criminal law involving fraud, bribery, or gratuity violations contracting procedures for applicable purchases?	☑ YES ☐ NO
17. Process for handling discrimination complaints to comply with civil rights laws?	☑ YES ☐ NO
18. Travel policies and procedures?	☑ YES ☐ NO
a. Does the applicant include travel within their application?	☐ YES ☐ NO ☑ N/A
19. Accounting policies and procedures to ensure uniform financial practice?	☑ YES ☐ NO
20. Procedures for determining the allowability of costs in accordance with 2 CFR Part 200 subpart E?	☑ YES ☐ NO
21. Procurement procedure for all purchases?	☑ YES ☐ NO
22. Contracting procedures for applicable purchases?	☑ YES ☐ NO
a. Does the applicant include expenses beyond personnel and benefits within their application?	☐ YES ☐ NO ☑ N/A
23. Procedures for managing equipment and property?	☑ YES ☐ NO
a. Does the applicant identify equipment in its application?	☐ YES ☐ NO ☑ N/A
24. Does EMGrants contain the applicant's procurement on file after 11/2020, the most recent 2 CFR update?	☑ YES ☐ NO
PERSONNEL AND PAYROLL RECORDS	
25. Did the applicant self-certify to having the appropriate procedures in place to claim personnel/benefits?	☑ YES ☐ NO
a. Does the applicant identify personnel or benefits in its application?	☐ YES ☐ NO ☑ N/A

Comments:

Prepared By

Date of Risk Review

Memo

TO: Mayor and Council members
FROM: Mark Mertens, Code Enforcement Officer
DATE: May 28, 2026
RE: Resolution Awarding Contract - 1829 NW 86th Street Demolition Project - Capital Demolition and Environmental Services - $31,625.26

SYNOPSIS:
The City solicited competitive quotations for the 1829 NW 86th Street Demolition Project and received five (5) bids. Following review of the submitted quotations and contractor qualifications, staff recommends awarding the demolition contract to Capital Demolition and Environmental Services in the amount of $31,625.26. The project includes demolition of the approximately 3,000 square foot building, associated site improvements and remediation of some minor soil contamination. The original cost estimate for completion of the project was identified at $51,700.

Although the City has not directly worked with Capital Demolition and Environmental Services as it is a relatively new business, the company's principals are quite familiar to staff as they have had a long track record in the demolition construction space. Staff is confident that Capital Demolition and Environmental Services has the capacity to complete the project as specified and within the desired schedule (demolition and restoration prior to July 17, 2026).

Staff recommends approval of the attached Resolution Awarding Contract.

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

Attachments:
1. Bidders Tab (Demolition 1829 NW 86th)
2. Demolition Contract
3. Resolution Authorizing Demolition Contract

Company	Demolition Amount	Excavation of Soils	Backfill of Soil Removal Area	Total
Capital Demolition and Environmental Services	$20,900.00	$7,906.00	$2,819.26	$31,625.26
L & P Services	$25,052.77	$8,498.95	$5,428.28	$38,980.00
Elder Corporation	$49,900.00	$7,705.00	$1,460.00	$59,065.00
J Pettiecord Inc.	$59,000.00	$8,040.00	$4,891.00	$71,931.00
Pearson's Dirtwork & Trucking	$49,000.00	$15,000	$10,400.00	$74,400.00

UPDATED 5/21/2026

DEMOLITION CONTRACT

Project **1829 NW 86TH STREET DEMOLITION PROJECT**

Capital Demolition and Environmental Services LLC
Contractor:

800 SE 32nd Street
Address:

Des Moines, IA 50317
City, State, Zip Code:

THIS CONTRACT, entered into this 21st day of May, 2026, is by and between the City of Clive, Iowa (hereinafter called the "City"), and

Capital Demolition and Environmental Services LLC (hereinafter called the "Contractor").

WHEREAS, the City desires the demolition of the building at 1829 NW 86th Street in Clive, Iowa, and all other associated site features as identified in the Request for Competitive Quotation (hereinafter called the "Project") issued on April 29, 2026, and;

WHEREAS, the Contractor represents that it is qualified and willing to perform the required work in accordance with the standards and criteria identified in the Request for Competitive Quotations and conditions of this Contract;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

The Contractor shall furnish all tools, equipment, labor, and materials necessary to perform the work identified in the Request for Competitive Quotations received by the City on May 20, 2026, in accordance with all applicable State and Federal codes and ordinances of the City of Clive, Iowa.

The Contractor understands and agrees that it shall have no right of insurance coverage under any City comprehensive, liability or personal injury policies. Contractor shall provide insurance coverage for and on behalf of Contractor that will sufficiently protect Contractor or Contractor' sub-contractor(s) in connection with the services which are to be provided by Contractor pursuant to the Request for Competitive Quotations. Contractor is not and shall not be deemed an agent or employee of the City.

The Contractor agrees to maintain a valid Certificate of Liability Insurance and shall also remain in good standing as a Registered Contractor with Iowa Workforce Development throughout the duration of the Project.

The Contractor agrees to indemnify and hold harmless the City, its employees, officials, agents and representatives, from any and all losses of whatever kind to the extent caused by Contractor's negligent acts, errors or omissions in the performance of the work under this Contract. The City agrees to indemnify and hold harmless the Contractor, its staff and employees and affiliates from any and all losses of whatever kind to the extent caused by City's negligent acts, errors or omissions in the performance of this Contract.

The Contractor agrees to perform said work for and in consideration of the City's payment of the bid amount of thirty-one thousand six hundred twenty-five dollars and twenty-six cents ($31,625.26) upon final completion of the Project and submission of a properly executed invoice, together with reasonable supporting documentation. City agrees to make payment on the approved invoice within thirty (30) days of receipt. Contractor agrees that liquidated damages for noncompliance with said completion provisions will be assessed at the rate of One Hundred Dollars ($100.00) for each calendar day thereafter that the work remains incomplete.

This contract is awarded and executed for completion of the work specified in the contract documents for the bid prices shown below which were proposed by the Contractor in its response to the City's Request for Competitive Quotations.

Building Demolition and Associated Improvements as Described (Lump Sum)

$20,900.00 (lump sum) $ 20,900.00 Amount

Excavation, Transport and Disposal of Petroleum-Impacted Soil (67 Tons)

$ 118.00 (price per ton) $ 7,906.00 Amount

Backfill and Compaction of Petroleum-Impacted Soil Removal Area (73 Tons)

$ 38.62 (price per ton) $ 2,819.26 Amount

The Contractor agrees that it shall not begin work on the Project until after this Contract is signed by the Contractor and the City has returned a fully executed copy to the Contractor with a Notice to Proceed.

This Contract represents the entire and integrated agreement between the City and Contractor and supersedes all prior negotiations, representations or agreement, either written or oral. This Contract may be amended only by written instrument signed by both the City and Contractor.

Contractor:

Capital Demolition and Environmental Services LLC
Company Name

Signature

Michael Berst President
Print Name and Title

5-21-2026
Date

Approved and Accepted:

CITY OF CLIVE

By:_____

Title: John Edwards, Mayor

Attest:

By:_____

Title: Matthew Graham, City Clerk

RESOLUTION NO._____

RESOLUTION AWARDING CONTRACT FOR THE 1829 NW 86TH STREET DEMOLITION PROJECT

WHEREAS, the City of Clive desires to enter into a contract for demolition services in connection with 1829 NW 86th Street Demolition Project; and

WHERAS, the City prepared and distributed a Request for Competitive Quotation to perform said services, and the City received five (5) bids; and

WHEREAS, after evaluating the bids and the contractors, the City desires to award the contract to Capital Demolition and Environmental Services to perform the required work for the 1829 NW 86th Street Demolition Project.

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

That the 1829 NW 86th Street Demolition Contract with Capital Demolition and Environmental Services in the amount of $31,625.26 is hereby approved; the Mayor is hereby authorized to execute said agreement on behalf of the City Clerk is authorized to attest to such signature, if necessary.

PASSED AND APPROVED this _____ day of _____2026.

_____
John Edwards, Mayor

ATTEST:

_____
Matthew Graham, City Clerk