



CLIVE CITY COUNCIL

AGENDA, REGULAR MEETING

1900 NW 114th Street

September 11, 2025 6:00 PM

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

link: <https://us06web.zoom.us/j/84514883561> - Meeting ID: 845 1488 3561 - One tap
mobile: +13052241968,,84514883561# 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. Approve 08/11/2025 Strategic Planning Minutes
3. Approve 08/13/2025 Strategic Planning Minutes
4. Approve 08/28/2025 City Council Minutes
5. Bill List
6. Approve New Retail Alcohol Sales License Application - Midnight Coffee - 12695 University Avenue
7. Resolution Approving Temporary Street Closing - Block Party - NW 162nd St. Between Sheridan Ave. and Boston Ave. - Sunday, September 14, 2025 - 5:30 p.m. - 10:00 p.m.
8. Resolution Approving Change Order #2 - Caliber Concrete LLC - 2025 NW 138th St HMA Overlay - (-\$25,634.03)
9. Approve Pay Request #1 - The Henley Group - Linnan Park Construction Project - \$62,225.00
10. Approve Pay Request #1 - Burkett Construction - Linnan Park Construction Project - \$113,335.00
11. Approve Pay Request #2 - On Track Construction, LLC - Linnan Park Construction Project - \$170,089.50
12. Approve Pay Request #2 - Hansen Company - Linnan Park Construction Project - \$70,204.24
13. Approve Pay Request #3 - Absolute Group - Forest Ave Water Main Replacement - \$83,218.46

14. Approve Pay Request #3 - Absolute Group - Greenbelt Landing Construction Project - \$3,776.25
15. Approve Pay Request #3 - Iowa Signal, Inc. - Douglas Parkway and Berkshire Parkway Traffic Signalization Project - \$109,381.51
16. Approve Pay Request #5 - Caliber Concrete LLC - 2025 NW 138th St HMA Overlay - \$41,831.26
17. Approve Pay Request #5 - Country Landscapes - Greenbelt Landing Construction Project - \$46,928.12
18. Approve Pay Request #5 - LA Fulton & Sons - City Hall/Library Remodel Project Phase 1 - \$5,049.25
19. Approve Pay Request #6 - Concrete Technologies, Inc. - Alice's Road Phase 1A Reconstruction Project - \$441,584.51
20. Approve Pay Request #6 - DeVries Electric - City Hall/Library Remodel Phase 1 Project - \$147,337.75
21. Approve Pay Request #8 - Keystone Construction - City Hall/Library Remodel Phase 1 Project - \$15,429.73
22. Approve Pay Request #8 - On Track Construction - Greenbelt Landing Construction Project - \$128,891.25
23. Approve Pay Request #10 – University Boulevard Flood Mitigation- Project Scoping Plan – Confluence, Inc. - \$31,731.00
24. Approve Pay Request #10 - Air-Con Mechanical Corp. - Greenbelt Landing Construction Project - \$37,693.79
25. Approve Pay Request #11 - Keystone Construction - Greenbelt Landing Construction Project - \$149,120.41
26. Approve Pay Request #11 - Central Iowa Mechanical - Greenbelt Landing Construction Project - \$14,368.10
27. Approve Pay Request #16 - Alliance Construction Group - NW 114th Street Reconstruction - \$53,850.17
28. Approve Pay Request #17 - Alice's Road Reconstruction - Phase 1 - Design - Snyder & Associates - \$61,049.70
29. Approve Purchase - Greenbelt Landing Landscape Trees & Shrubs - DMF Gardens - \$41,650.00
30. Approve Purchase - Greenbelt Landing Site Furniture - MMCITE' USA LLC- \$10,553.00
31. Approve Purchase - Greenbelt Landing Site Furniture - Graber Manufacturing - \$16,370.51
32. Approve Purchase - Greenbelt Landing Site Furniture - Landscape Forms - \$101,254.94
33. Resolution approving 2025/27 Sidewalk Snow Removal Contract Renewal
34. Resolution Approving 2025 Clive Soil Quality Restoration Program Agreements
35. Resolution Accepting the Donation of the Clive Railroad Depot, Storage Shed, and Personal Property Contained Therein

36. Resolution Approving Amended Job Description For Part-Time Position

Action Items

1. Public Hearing - City Hall Approach Replacement
 - a. Resolution Approving Plans and Specs
 - b. Receipt of Bids
 - c. Resolution Awarding Contract - Stapes Concrete and Grading LLC - \$60,616.00
2. Public Hearing - Zoning Ordinance Amendment Regarding Commercial Entertainment Uses
 - a. Consideration of Proposed Ordinance No. 1166 - Zoning Ordinance Amendment Regarding Commercial Entertainment Uses
3. Public Hearing - Addition of Property to and Urban Renewal Plan Amendment for the Clive Urban Renewal Area
 - a. Resolution to Declare Necessity and Establish an Urban Renewal Area, Pursuant to Section 403.4 of the Code of Iowa and Approve Urban Renewal Plan Amendment for the Clive Urban Renewal Area
 - b. 1st Consideration of Proposed Ordinance 1171 Providing for the Division of Taxes Levied on Taxable Property in the September, 2025 Addition to the Clive Urban Renewal Area, Pursuant to Section 403.19 of the Code of Iowa
4. 3rd Consideration of Proposed Ordinance 1165 - Zoning Ordinance Amendment Regarding Variances
5. 1st Consideration of Proposed Ordinance 1167 Liquor Licenses and Beer and Wine Permits
6. 1st Consideration of Proposed Ordinance 1168 Cigarette & Tobacco Sales
7. 1st Consideration of Proposed Ordinance 1169 Public Hearing Requirements
8. 1st Consideration of Proposed Ordinance 1170 Service Animal Misrepresentation
9. Resolution Approving Amendemnt #1 to Alice's Road Reconstruction Project - Phase 1 Professional Services Agreement - Snyder & Associates - \$504,900.00
10. Resolution Setting the date for a Public Hearing (09/25/2025, 6:00 p.m.) on Proposal to enter into the 2025B General Obligation Loan Agreement and to borrow money thereunder

Closed Session

1. Enter into closed session pursuant to Iowa Code Section 21.5(1)(j) "to discuss the purchase or sale of particular real estate.

Correspondence

Reports

Adjournment



Memo

TO: Mayor and Council members
FROM: Matt McQuillen, City Manager
DATE: September 11, 2025
RE: City Manager Memo

SYNOPSIS:

Attached please find the City Manager's Memo for the September 11, 2025 meeting of the Clive City Council.

Attachments:

1. General Info Memo 9-11-25



MEMO

To: Mayor Edwards and Clive City Council

From: City Manager Matt McQuillen

Date: September 8, 2025

Re: General Information Memo – September 11, 2025 City Council Meeting

The September 11, 2025, City Council meeting will be in-person in the newly renovated Council Chambers at Clive City Hall & virtually at: <https://us06web.zoom.us/j/84514883561>

Consent Agenda – A few of items to note on the consent idea. First, as mentioned by Leisure Services Director Richard Brown at the end of the previous meeting, staff are ready with several purchases for site furnishings for the Greenbelt Landing project based on the specifications laid out for the project. On the consent agenda are a series of actions to confirm quotes for these purchases with vendors. Second, several additional SQR agreements are ready with a successful recruitment of participants this year to fulfill the program. Finally, staff have drafted a resolution to accept the donation of the Clive Railroad Depot and other items previously held by the Clive Historical Society at the Swanson Park property. This completes the property transfers as a part of the Historical Society winding down operations.

Public Hearing: City Hall Approach Replacement – A public hearing is scheduled for the September 11 meeting to consider bids received for the City Hall Approach Replacement Project. On September 3, the City received seven bids for the work with Stapes Concrete and Grading LLC as the lowest responsible bidder at \$60,616. With an engineer's estimate of \$95,000, Stapes bid is 36% below the estimate. In staff's conversations with Stapes, they specialize in parking lot work and feel they can meet the aggressive timeframe for this project completion (one week) as it will require the closure of the Clive Public Library since access to the parking lot will be restricted. Following conversations with Stapes, staff would recommend award to Stapes Concrete and Grading LLC in the amount of \$60,616 for the City Hall Approach Replacement Project. The construction schedule is September 26 to October 3 for completion.

Public Hearing: Commercial Entertainment Uses – At your September 11 meeting a public hearing is scheduled for the consideration of amendments to the City's Zoning Code related to commercial entertainment districts. Through efforts to fill vacancies in larger commercial spaces, staff have determined allowing commercial entertainment uses in the C-4 District may be desirable. A commercial property owner within the City reached out to staff to discuss an ordinance change when a leasing opportunity came before them. Staff developed an ordinance amendment to allow for more flexibility for these uses within commercial districts to provide opportunities for these commercial property owners to reposition their properties to the changing demands of the commercial market, especially for entertainment uses. At their September 2 meeting, the Clive Plan & Zoning Commission reviewed and recommended approval of the proposed zoning ordinance amendment and staff would recommend your approval of the 1st reading of Ordinance 1166.

Public Hearing: Urban Renewal Plan Amendments – A public hearing is scheduled to consider various amendments to the City’s Urban Renewal Plan. Over the past number of months, staff and bond counsel from Dorsey & Whitney have been working on amendments to the Urban Renewal Plan to allow for the addition of new economic development projects associated with the Dehner Distillery Project (for which the City Council recently approved the site plan) and the upcoming Fortress Bank project at the corner of Hickman Road and 111th Street. Both projects are requesting the City’s financial participation through tax rebate payments. To allow for these financial incentive programs they need to be included within the Urban Renewal Plan.

In addition, the amendment also updates costs of Urban Renewal eligible projects within the City, mainly significant street projects like Alice’s Road Reconstruction. During the meeting, staff will provide an overview of the changes proposed with two requested actions following the closing of the public hearing. First, a resolution declaring the necessity to amend the urban renewal plan and next the first reading of an ordinance to provide for the division of taxes and codify the changes to the Urban Renewal Area. Staff would recommend approval of these actions.

Ordinance Amendment for Variances – Earlier this year a new state law was passed adding a new standard of “practical difficulties” for dimensional variances considered by the Board of Adjustment. Included in the agenda packet is a staff summary of the state law changes, past Iowa Supreme Court decisions impacting these standards and an explanation of the proposed zoning code changes to incorporate the “practical difficulties” standard for variance considerations. Last month the Planning & Zoning Commission reviewed the ordinance amendment and unanimously recommends your approval. Staff has not received any public comments since the first and second readings were approved and would recommend approval of the third and final reading of the ordinance amendment.

Ordinances Amending City Code to Conform with State Law Changes – Earlier this year the Iowa Legislative made several changes to Iowa Code impacting Iowa cities. To date, the City has updated several City Code regulations related to Fireworks, Accessory Dwelling Units and Zoning Variances (earlier in this same meeting) because of these state legislative changes. There are several small Iowa Code changes that still need to be addressed and many of these items are positive clarifications and changes for City operations. In collaboration with the City’s Codifier, the City Clerk has included within the agenda packet four new ordinance amendments addressing these small City Code changes to ensure Clive is in conformance with state law. For each of the ordinances the City Clerk has included a brief description of the change along with the actual ordinance amendment document itself. Staff would recommend your consideration of the first readings of these ordinances amending the City Code related to Liquor Licenses/Beer/Wine Permits, Cigarette & Tobacco Sales, Public Hearing Requirements and Service Animal Misrepresentation.

Alice’s Road Design Contract Amendment and Project Update – Staff is ready to present the first amendment to the design contract with Synder & Associates for the Alice’s Road Reconstruction Project. When initially approved in January 2024, the design contract only included detailed design for the first phases of the project, along with conceptual design for the later phases (2-4). Since the initial agreement several additional design service areas and needs have been identified, and staff anticipated this as the project came into closer view and details clarified. Public Works Director Jeff May will outline these proposed amendments during the meeting, along with providing an update to the status of the Phase 1A Alice’s Road Reconstruction Project, as the project timeline is needing adjustment due to several weather setbacks earlier this summer. Staff would recommend approval of design contract amendment in the amount of \$504,900.



Setting Public Hearing for 2025B Urban Renewal Bond Issue – Staff and Bond Counsel are ready to initiate proceedings for the City to issue the 2025B Urban Renewal Bond Issue in the amount not to exceed \$5,910,000 to support the Alice's Road Reconstruction capital project. Revenues from Tax Increment Financing within the Urban Renewal Area will support the debt service associated with this bond issue and therefore have no impact on the Debt Service Levy Rate. However, if the State of Iowa were to drastically change the Urban Renewal/TIF laws in Iowa the bond issue would be backed by the full faith and credit of the City's taxing authority.

Closed Session – At the end of the meeting staff is requesting the Council go into closed session pursuant to Iowa Code Section 21.5(1)(j) to discuss the purchase or sale of real estate.

Tentative Upcoming Agenda Items

September 25

- Public Hearing – City Hall Remodel Phase 2: Rebid of Bid Package #2
- Public Hearing – 2nd Amendment to 104th Street Water Tower Lease: T-Mobile
- Public Hearing – Ordinance Amending the Rental Housing Code (Rental Housing Program)
- Public Hearing – 2025B GO Urban Renewal Bond Loan Agreement
- Action – 2nd Reading of Various Ordinances related to State Law Changes
- Action – Resolution Approving Walnut Creek Watershed Management Authority 5-Year Goals
- Action – Resolution Approving Membership to the Greater Dallas County Development Alliance

October 9

- Action – Annual Strategic Plan Update





Memo

TO: Mayor and Council members

FROM: Matthew Graham, City Clerk

DATE: September 11, 2025

RE: Approve 08/11/2025 Strategic Planning Minutes

SYNOPSIS:

Attachments:

1. Clive City Council Meeting Minutes Strategic Planning Work Session 8.11.2025

Clive City Council Meeting

Strategic Planning Work Session

August 11, 2025

The strategic planning work session was held on Monday, August 11, 2025, at Clive City Hall, 1900 NW 114th Street, Clive, IA.

Mayor Edwards presided and called the meeting to order at 3:00 p.m. Council members present were Breanne Hocker, Susan Judkins, Erik Klein, Michael McCoy, and Ted Weaver. City Manager Matt McQuillen, Assistant City Manager Pete De Kock, and all City department directors were also present.

Lyle Sumek of Lyle Sumek Associates Inc. led the strategic planning discussion.

The Council reviewed the City's past year of work and discussed strategic projects on the horizon.

Mayor Edwards adjourned the meeting at 9:00 p.m.



Memo

TO: Mayor and Council members

FROM: Matthew Graham, City Clerk

DATE: September 11, 2025

RE: Approve 08/13/2025 Strategic Planning Minutes

SYNOPSIS:

Attachments:

1. Clive City Council Meeting Minutes Strategic Planning Work Session 8.13.2025

Clive City Council Meeting

Strategic Planning Work Session

August 13, 2025

The strategic planning work session was held on Wednesday, August 15, 2024, at Clive City Hall, 1900 NW 114th Street, Clive, IA.

Mayor Edwards presided and called the meeting to order at 3:20 p.m. Council members present were Breanne Hocker, Susan Judkins, Erik Klein, Michael McCoy, and Ted Weaver. City Manager Matt McQuillen, Assistant City Manager Pete De Kock, and Community Development Director Doug Ollendike were also present.

Lyle Sumek of Lyle Sumek Associates Inc. led the strategic planning discussion.

The Council continued its discussions from the August 11, 2025, work session. They identified multiple major projects and directed staff to prepare action plans to complete those projects within the next 12 months.

Mayor Edwards adjourned the meeting at 9:10 p.m.



Memo

TO: Mayor and Council members

FROM: Matthew Graham, City Clerk

DATE: September 11, 2025

RE: Approve 08/28/2025 City Council Minutes

SYNOPSIS:

Attachments:

1. cc Minutes 08_28_2025

**CLIVE CITY COUNCIL MEETING MINUTES
REGULAR MEETING
AUGUST 28, 2025
CITY HALL COUNCIL CHAMBERS**

Call to Order/Roll Call/Pledge of Allegiance

Mayor Edwards presided and called the meeting to order at 6:00 p.m. Council Members present were: Ted Weaver, Michael McCoy, Eric Klein, Breanne Hocker. Absent: Susan Judkins. Public access was provided in-person at City Hall, and via Zoom platform. Information on how to access via Zoom was provided on social media, posted with the agenda at City Hall and on the city website, cityofclive.com.

Approval of the Agenda

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

Presentation

1. **Clive Fire Department Process Improvement.** Fire Chief Clay Garcia and Assistant Fire Chief Eric Kallem provided a presentation on the "Simulation in Motion-Iowa" lab for advanced EMS training.

Consent Items

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

1. City Manager Memo; 2. City Manager Report - July 2025; 3. Assistant City Manager Tech Services Report - July 2025; 4. Administrative Services Report - July 2025; 5. Community Development Report - July 2025; 6. Fire Department Report - July 2025; 7. Leisure Services Report - July 2025; 8. Police Department Report - July 2025; 9. Public Works Report - July 2025; 10. Treasurer's Report - July 2025; 11. Approve 08/14/2025 City Council Minutes; 12. Bill List; 13. Approve Retail Alcohol Sales License Renewal Application - Maria's Mexican Food - 15950 Hickman Road; 14. Approve Retail Alcohol Sales License Renewal Application - Amruth Indian Grill - 9974 Swanson Boulevard; 15. Approve Retail Alcohol Sales License Ownership Update - Hy-Vee Fast and Fresh - 11925 University Avenue; 16. Approve Retail Alcohol Sales License Temporary Outdoor Service Area Application - Ducktail Lounge - 1809 NW 86th Street; 17. Approve Pay Request #1 - Jeremy Jarvis - Harbach Bay Doors Mural Project; 18. Approve Pay Request #2 - Howrey Construction, Inc. - Little Walnut Creek Trail Reconstruction East of Alice's Road - \$152,311.04; 19. Approve Pay Request #2 - SKOL Trucking, LLC - 2025 Arterial PCC Pavement Rehabilitation Project - \$279,190.73; 20. Approve Pay Request #4 - McClure Engineering - Clive Post Construction Stormwater Manual Update - \$6,715.00; 21. Approve Pay Request #5 - Des Moines Asphalt and Paving - Country Club Boulevard HMA Pavement Rehabilitation Project - \$17,107.83; 22. **Resolution 2025-252** Approving 1st Amendment to Agreement Regarding Public Facility Sign - Bankers Trust - 11111 University Avenue; 23. **Resolution 2025-253** Setting Public Hearing (9/25/25, 6:00 p.m.) - Approval of the Second Amendment to Tower Lease With Option - T-mobile Central, LLC; 24. **Resolution 2025-254** Setting Date for Public Hearing (9/25/2025, 6:00 p.m.) to Consider Amending Provisions of Title 10 Building Regulations of the City of Clive re: Chapter 12 (Rental Housing Code); 25. **Resolution 2025-255** Approving Federal-aid Agreement for a Surface Transportation Block Grant Program Project with the Iowa DOT for the Alice's Road Reconstruction Project - Phase 4; 26. **Resolution 2025-256** Approving Amendment to Grant Agreement for Bravo/Icon Public Art Grant for the Greenbelt Landing Project; 27. **Resolution 2025-257** Accepting 1st Amendment to Overland Flowage and Private Storm Sewer Easement for Shadow Creek Plat 8, Lot 44 - 18112 Tanglewood Drive; 28. **Resolution 2025-258** Accepting 1st Amendment to Overland Flowage and Private Storm Sewer Easement for Shadow Creek Plat 6, Lot 62 - 18210 Tanglewood Drive; 29. **Resolution 2025-259** Accepting Temporary Construction Easements - Streambank Stabilization, Greenbelt Landing Project; 30. **Resolution 2025-260** Approving

Floodplain Stormwater Management Payment In Lieu Agreement - Dehner Distillery, 1480 NW 86th Street; 31. **Resolution 2025-261** Approving 2025 Clive Soil Quality Restoration Program Agreements; 32. Approve Pay Rate - Jayson Gunn - Parks Senior Operations Specialist - Park Grounds - \$40.12/Hr - Effective 9/8/2025; 33. Approve Pay Rate - Ryan Rolfes - Parks Senior Operations Specialist - Natural Resources - \$33.38/Hr - Effective 9/8/2025.

Action Items

1. **Public Hearing - Clive City Hall Renovations - Phase 2.** Public Hearing Notice published 08/11/2025 in the Des Moines Register. City Manager Matt McQuillen presented the matter to the Council and recommended approval. Ted Weaver moved to close the public hearing, seconded by Eric Klein. Roll Call: Ayes: Ted Weaver, Michael McCoy, Eric Klein, Breanne Hocker. Nays: None. Abstained: None. Motion carried.
 - a. **Resolution 2025-262 Approving Plans & Specifications.** Ted Weaver moved to Approve Plans and Spec, seconded by Eric Klein. Roll Call: Ayes: Ted Weaver, Michael McCoy, Eric Klein, Breanne Hocker. Nays: None. Abstained: None. Motion carried.
 - b. **Receipt of Bids.** Ted Weaver moved to receive the bids, seconded by Eric Klein. Roll Call: Ayes: Ted Weaver, Michael McCoy, Eric Klein, Breanne Hocker. Nays: None. Abstained: None. Motion carried.
 - c. **Resolution 2025-263 Awarding Contracts for Prime Construction Packages - \$1,204,968.** Ted Weaver moved to award contract, seconded by Eric Klein. Roll Call: Ayes: Ted Weaver, Michael McCoy, Eric Klein, Breanne Hocker. Nays: None. Abstained: None. Motion carried.
 - d. **Resolution 2025-264 Approving Construction Manager as Agent (CMA) Contract - DCI Group - City Hall Renovation Phase 2 Project.** Ted Weaver moved approval, seconded by Breanne Hocker. Roll Call: Ayes: Ted Weaver, Michael McCoy, Eric Klein, Breanne Hocker. Nays: None. Abstained: None. Motion carried.
 - e. **Resolution 2025-265 Setting Public Hearing (9/25/25, 6:00 PM) to Consider Taking of Bids for the Clive City Hall Remodel Phase 2 Project - Bid Package #2.** Ted Weaver moved approval, seconded by Breanne Hocker. Roll Call: Ayes: Ted Weaver, Michael McCoy, Eric Klein, Breanne Hocker. Nays: None. Abstained: None. Motion carried.
2. **Public Hearing - Grant of Permanent Sanitary Sewer Easement to the Des Moines Metropolitan Wastewater Reclamation Authority for the WRA Common Joint Trunk Sewer Phase 1 - Joint Trunk West (Phase 14 Segment 4) Project.** Public Hearing Notice published 08/20/2025 in the Des Moines Register. Public Works Director Jeff May presented the matter to the Council and recommended approval. Eric Klein moved to close the public hearing, seconded by Michael McCoy. Roll Call: Ayes: Ted Weaver, Michael McCoy, Eric Klein, Breanne Hocker. Nays: None. Abstained: None. Motion carried.
 - a. **Resolution 2025-266 Approving Grant of Certain Permanent Sanitary Sewer Easements (Parcels 21-25, 27 & 30-35) to the Des Moines Metropolitan Wastewater Reclamation Authority (WRA) for the WRA Common Joint Trunk Sewer Phase 1 - Joint Trunk West (Phase 14, Segment 4) Project.** Eric Klein moved approval, seconded by Breanne Hocker. Roll Call: Ayes: Ted Weaver, Michael McCoy, Eric Klein, Breanne Hocker. Nays: None. Abstained: None. Motion carried.
3. **Public Hearing - NW 86th Street Pavement Repair Project.** Public Hearing Notice published 08/11/2025 in the Des Moines Register. Engineering Services Administrator Jim Hagelie presented the matter to the Council and recommended approval. Eric Klein moved to close the public hearing, seconded by Ted Weaver. Roll Call: Ayes: Ted Weaver, Michael McCoy, Eric Klein, Breanne Hocker. Nays: None. Abstained: None. Motion carried.
 - a. **Resolution 2025-267 Approving Plans and Specifications.** Eric Klein moved to Approve Plans and Spec, seconded by Michael McCoy. Roll Call: Ayes: Ted Weaver, Michael McCoy, Eric Klein, Breanne Hocker. Nays: None. Abstained: None. Motion carried.

- b. **Receipt of Bids.** Eric Klein moved to receive the bids, seconded by Breanne Hocker. Roll Call: Ayes: Ted Weaver, Michael McCoy, Eric Klein, Breanne Hocker. Nays: None. Abstained: None. Motion carried.
 - c. **Resolution 2025-268 Awarding Contract - The Concrete Contracting Co. - \$82,086.00.** Eric Klein moved to award contract, seconded by Breanne Hocker. Roll Call: Ayes: Ted Weaver, Michael McCoy, Eric Klein, Breanne Hocker. Nays: None. Abstained: None. Motion carried.
4. **2nd Consideration of Proposed Ordinance 1165 - Zoning Ordinance Amendment Regarding Variances.** City Planner Kathryn Purvis presented the matter to the Council and recommended approval. Ted Weaver moved approval, seconded by Michael McCoy. Roll Call: Ayes: Ted Weaver, Michael McCoy, Eric Klein, Breanne Hocker. Nays: None. Abstained: None. Motion carried.

Presentation

- 1. **Greenbelt Landing Signage Concepts.** Leisure Services Director Richard Brown provided a presentation and facilitated discussion.

Correspondence

- 1. State Historical Museum - Thank You Letter
- 2. Public Hearing Notice - Voluntary Severance and Annexation

Reports

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

The meeting was adjourned at 7:12 p.m.

Matthew D. Graham, City Clerk

John D. Edwards, Mayor



Memo

TO: Mayor and Council members

FROM: Matthew Graham, City Clerk

DATE: September 11, 2025

RE: Bill List

SYNOPSIS:

Attachments:

1. 20250908105552761

Date Paid	Vendor Name	Description	Amount Paid
09/08/2025	A VACUUM STORE	VACUUM SUPPLIES	399.99
09/08/2025	ACADEMY ROOFING & SHEET METAL	ROOFING REPAIRS	2,318.40
09/08/2025	ACADEMY ROOFING & SHEET METAL	ROOFING REPAIRS	475.80
09/08/2025	ACADEMY ROOFING & SHEET METAL	ROOFING REPAIRS	314.17
09/08/2025	ACCO	POOL CHEMICALS	1,305.60
09/08/2025	ACCO	POOL CHEMICALS	2,627.40
09/05/2025	AFLAC	CURRENT PAY WITHHOLDING AFLAC PRE TAX Pay Period: 8/30/2025	91.32
09/08/2025	AIA CORPORATION	MARTIN UNIFORM	95.18
09/08/2025	ALL MAKES	CH PH1 REMODEL	1,157.52
09/08/2025	AMAZON CAPITAL SERVICES	VEHICLE OPERATIONS	48.60
09/08/2025	AMAZON CAPITAL SERVICES	MINOR EQUIPMENT	41.06
09/08/2025	AMAZON CAPITAL SERVICES	OFFICE SUPPLIES	412.23
09/08/2025	AMAZON CAPITAL SERVICES	SHRINK WRAP	62.99
09/08/2025	AMAZON CAPITAL SERVICES	CHARGERS	32.98
09/08/2025	AMAZON CAPITAL SERVICES	AIRTAGS FOR CLICKSHARES	94.94
09/08/2025	AMAZON CAPITAL SERVICES	SUPPLIES	39.50
09/08/2025	AMAZON CAPITAL SERVICES	PARTS	116.40
09/08/2025	AMAZON CAPITAL SERVICES	OFFICE SUPPLIES	28.60
09/08/2025	AMAZON CAPITAL SERVICES	CUBICLE SUPPLIES	91.21
09/08/2025	AMAZON CAPITAL SERVICES	CLEAR STORAGE CONTAINERS	115.99
09/08/2025	AMAZON CAPITAL SERVICES	COUNCIL CHAMBERS ADAPTERS	45.48
09/08/2025	AMAZON CAPITAL SERVICES	OFFICE SUPPLIES	59.42
09/08/2025	AMAZON CAPITAL SERVICES	EQUIPMENT	69.99
09/08/2025	AMERICAN TEST CENTER	VEHICLE REPAIR	480.00
09/05/2025	AMERITAS LIFE INSURANCE GRP- VISION	CURRENT PAY WITHHOLDING VISION INSURANCE Pay Period: 8/30/2025	530.48
09/08/2025	ARNOLD MOTOR SUPPLY	CREDIT	29.36-
09/08/2025	ARNOLD MOTOR SUPPLY	CREDIT	10.80-
09/08/2025	ARNOLD MOTOR SUPPLY	PARTS	29.36
09/08/2025	ARNOLD MOTOR SUPPLY	#746 PARTS	43.27
09/08/2025	ARNOLD MOTOR SUPPLY	#772 REPAIR	34.12
09/08/2025	ARNOLD MOTOR SUPPLY	#707 PARTS	17.15
09/08/2025	ARNOLD MOTOR SUPPLY	STOCK FILTERS FOR DUMP TRUCKS	1,296.32
09/08/2025	ARNOLD MOTOR SUPPLY	PARTS	89.55
09/08/2025	ARNOLD MOTOR SUPPLY	STOCK PARTS	94.40
09/08/2025	ARNOLD MOTOR SUPPLY	EQUIPMENT MAINT	16.50
09/08/2025	ARNOLD MOTOR SUPPLY	SHOP TOOLS	223.99
09/08/2025	ARNOLD MOTOR SUPPLY	VEHICLE REPAIR	37.33
09/08/2025	ARNOLD MOTOR SUPPLY	PARTS	210.96
09/08/2025	ARNOLD MOTOR SUPPLY	#746 SPARK PLUGS	81.68
09/08/2025	ASCENDANCE TRUCKS MIDWEST, LLC	UNIT #716 REPAIR	9,580.80
09/08/2025	ASCENDANCE TRUCKS MIDWEST, LLC	#720 REPAIR	737.98
09/08/2025	AT & T MOBILITY	PATROL CELL PHONES	640.38
09/08/2025	AT & T MOBILITY	EMS CELL PHONES	176.15
09/08/2025	AUSTIN CAPPEL	REFUND DEPOSIT	53.96
09/08/2025	AUSTIN PETERS GROUP	R&R PROJECT - 2025	5,203.75
09/08/2025	AUSTIN PETERS GROUP	R&R PROJECT - 2025	5,203.75
09/08/2025	BAKER & TAYLOR BOOKS	CREDIT ADULT BOOKS	28.50-
09/08/2025	BAKER & TAYLOR BOOKS	BOOKS- ADULT	145.52
09/08/2025	BAKER & TAYLOR BOOKS	BOOKS- ADULT	67.83
09/08/2025	BAKER & TAYLOR BOOKS	BOOKS ADULT-HARBACH	51.30
09/08/2025	BAKER & TAYLOR BOOKS	ADULT BOOKS	137.46
09/08/2025	BAKER & TAYLOR BOOKS	BOOKS- ADULT	19.95
09/08/2025	BAKER & TAYLOR BOOKS	BOOKS- ADULT	51.84
09/08/2025	BAKER & TAYLOR BOOKS	BOOKS ADULT-HARBACH	19.95
09/08/2025	BAKER & TAYLOR BOOKS	BOOKS- ADULT	132.52
09/08/2025	BAKER & TAYLOR BOOKS	BOOKS- ADULT	96.33
09/08/2025	BAKER & TAYLOR BOOKS	BOOKS ADULT-HARBACH	16.53
09/08/2025	BAKER & TAYLOR BOOKS	BOOKS- ADULT	152.16

Date Paid	Vendor Name	Description	Amount Paid
09/08/2025	BAKER & TAYLOR BOOKS	ADULT BOOKS	208.48
09/08/2025	BAKER & TAYLOR BOOKS	ADULT BOOKS	39.90
09/08/2025	BAKER GROUP	EXHAUST CONTROL ADJUSTMENT	300.00
09/08/2025	BAKER GROUP	HVAC PM CONTRACT	7,303.35
09/08/2025	BAKER GROUP	HVAC PM CONTRACT	1,968.38
09/08/2025	BAKER GROUP	HVAC PM CONTRACT	4,303.27
09/08/2025	BAKER GROUP	HVAC PM CONTRACT	4,959.00
09/08/2025	BAKER GROUP	HVAC PM CONTRACT	4,251.00
09/08/2025	BAKER GROUP	RTU # 4 LIBRARY REPAIRS	516.00
09/08/2025	BAX SALES INC	STOCK SUPPLIES	23.40
09/08/2025	BAX SALES INC	SHOP SUPPLIES	63.04
09/08/2025	BAX SALES INC	MINOR EQUIPMENT	51.91
09/08/2025	BOOT BARN INC	CALEB R. BOOTS	242.24
09/08/2025	BOOT BARN INC	RYAN R. BOOTS	229.49
09/08/2025	BOOT BARN INC	MINOR EQUIPMENT	135.98
09/08/2025	BOOT BARN INC	BRANDON H. BOOTS	250.00
09/08/2025	BOOT BARN INC	MINOR EQUIPMENT	237.95
09/08/2025	BULLZEYE INC	CONTRACT JANITORIAL SERVICE	2,445.75
09/08/2025	BULLZEYE INC	CONTRACT JANITORIAL SERVICE	659.17
09/08/2025	BULLZEYE INC	CONTRACT JANITORIAL SERVICE	1,441.08
09/08/2025	BULLZEYE INC	CONTRACT JANITORIAL SERVICE	9,911.00
09/08/2025	CDW GOVERNMENT INC	BATTERY BACKUP	500.28
09/08/2025	CENGAGE LEARNING INC / GALE	BOOKS - ADULT	51.33
09/08/2025	CENTRAL IOWA READY MIX	CONCRETE	940.75
09/08/2025	CENTRAL IOWA READY MIX	CONCRETE	788.00
09/08/2025	CENTRAL IOWA READY MIX	CONCRETE	2,212.50
09/08/2025	CENTRAL IOWA READY MIX	CONCRETE	1,814.25
09/08/2025	CENTRAL IOWA READY MIX	CONCRETE	3,097.50
09/08/2025	CENTRAL IOWA READY MIX	CONCRETE	6,195.00
09/08/2025	CENTRAL IOWA READY MIX	CONCRETE	2,212.50
09/08/2025	CENTRAL IOWA READY MIX	CONCRETE	1,770.00
09/08/2025	CENTRAL IOWA READY MIX	CONCRETE	985.00
09/08/2025	CENTRAL IOWA READY MIX	CONCRETE	719.50
09/08/2025	CENTURY LINK	CAC PHONE LINES	164.60
09/08/2025	CINTAS CORPORATION #22M	PARKS LAUNDRY & UNIFORM SERVICE	382.35
09/08/2025	CINTAS CORPORATION #22M	PARKS LAUNDRY & UNIFORM SERVICE	514.46
09/05/2025	CLIVE COMMUNITY SERVICES	CURRENT PAY WITHHOLDING CLIVE COMM SERVICES Pay Period: 8/30/202	37.20
09/05/2025	COLLECTION SERVICES CENTER	CURRENT PAY WITHHOLDING CHILD SUPPORT Pay Period: 8/30/2025	1,775.96
09/08/2025	CORE & MAIN LP	REPAIRS TO HYDRANTS & HYDRANTS	1,616.44
09/08/2025	CORE & MAIN LP	STOCK PARTS	270.00
09/08/2025	CORELL CONTRACTOR INC	CONCRETE/CRUSHED ASPHALT	569.26
09/08/2025	CORVEL-CORPORATE	411 CASE MANAGEMENT	1,212.20
09/08/2025	CROSSROADS SHOOTING SPORTS	EQUIPMENT	1,600.00
09/08/2025	CUSTOM AWARDS & EMBROIDERY	NAMEPLATE	30.00
09/08/2025	CUSTOM AWARDS & EMBROIDERY	NAMEPLATE	30.00
09/08/2025	DENNIS HAFLEY	REFUND DEPOSIT	16.79
08/29/2025	DES MOINES ASPHALT AND PAVING	COUNTRY CLUB BLVD PAVEMENT REHAB PAY REQ 5	17,107.83
09/08/2025	DES MOINES WATER WORKS	WATER PURCHASE AUG/SEPT 2025	216,186.54
09/08/2025	DH PACE COMPANY	GARAGE DOOR RECEIVER REPLACEMENT	1,533.95
09/08/2025	DITCH WITCH OF MINNESOTA/IOWA	CABLE REEL PARTS - TV TRUCK	186.23
09/08/2025	DITCH WITCH OF MINNESOTA/IOWA	CABLE REEL PARTS - TV TRUCK	445.28
09/08/2025	EARL'S TIRE & SERVICE CENTER	VEHICLE REPAIR	1,090.00
09/05/2025	EBS	MEDICAL WITHHOLDING DENTAL INSURANCE - DELTA (EBS) Pay Period: 8/3	2,195.41
09/05/2025	EBS	MEDICAL WITHHOLDING MED W 750 FAMILY EXEMPT Pay Period: 8/30/2025	7,680.78
09/05/2025	EBS	MEDICAL WITHHOLDING MED W 750 EMPE + 1 EXEMPT Pay Period: 8/30/20	1,891.06
09/05/2025	EBS	MEDICAL WITHHOLDING MED W 750 SINGLE EXEMPT Pay Period: 8/30/2025	810.47
09/05/2025	EBS	MEDICAL WITHHOLDING MED - HDHP FAMILY Pay Period: 8/30/2025	1,276.60
09/05/2025	EBS	MEDICAL WITHHOLDING MED-HDHP EMPL +1 Pay Period: 8/30/2025	342.00

Date Paid	Vendor Name	Description	Amount Paid
09/05/2025	EBS	MEDICAL WITHHOLDING MED HDHP SINGLE Pay Period: 8/30/2025	529.92
09/05/2025	EFTPS	FWT/FICA/MEDICARE CURRENT PAY FEDERAL WITHHOLDING TAX Pay Peri	54,398.73
09/05/2025	EFTPS	FWT/FICA/MEDICARE CURRENT PAY SOCIAL SECURITY Pay Period: 8/30/20	35,185.19
09/05/2025	EFTPS	FWT/FICA/MEDICARE CURRENT PAY SOCIAL SECURITY Pay Period: 8/30/20	35,185.19
09/05/2025	EFTPS	FWT/FICA/MEDICARE CURRENT PAY MEDICARE Pay Period: 8/30/2025	8,261.03
09/05/2025	EFTPS	FWT/FICA/MEDICARE CURRENT PAY MEDICARE Pay Period: 8/30/2025	8,261.03
09/08/2025	ELECTRIC PUMP	SCADA REPAIR	968.25
09/08/2025	EPIC iO TECHNOLOGIES	PHONE LINES	155.35
09/08/2025	FAREWAY	EMPLOYEE APPRECIATION	689.99
09/08/2025	FASTENAL COMPANY	BUILDING SUPPLIES	11.09
09/08/2025	FASTSIGNS	PARK SIGNS FULL PAYMENT	9,511.31
09/08/2025	FASTSIGNS	#765 DECALS FOR AIR COMPRESSOR	149.18
09/08/2025	FASTSIGNS	HELMET AND LOCKER NAME TAGS FOR PEDERSEN AND FRIZZELL	37.73
09/08/2025	FIRST RESPONDER SUPPLY, LLC	VEST REPLACEMENT - A. JOHNSTON	790.00
09/08/2025	GALLS LLC	MINOR EQUIPMENT-CIT SHIRTS	141.09
09/08/2025	GENERAL TRAFFIC CONTROLS INC	DOUGLAS/BERKSHIRE SCHOOL FLASHER	12,350.00
09/08/2025	GRAINGER	VARIABLE PUMP PARTS	112.94
09/08/2025	GRAINGER	VARIABLE PUMP PARTS	3.96
09/08/2025	GRAINGER	PIPE THREAD SEALANT - JET TRUCK	66.00
08/29/2025	HOWREY CONSTRUCTION	LITTLE WALNUT CREEK PAY REQ 2	152,311.04
09/05/2025	ICMA	LOAN REPAYMENT LOAN REPAYMENT Pay Period: 8/30/2025	533.76
09/05/2025	ICMA RETIREMENT CORP.#457	CURRENT PAY WITHHOLDING ICMA CITY OUT DEF COMP - Pay Period: 8/30/	7,509.39
09/05/2025	ICMA RETIREMENT CORP.#457	CURRENT PAY WITHHOLDING ICMA -DEF COMP Pay Period: 8/30/2025	12,946.43
09/05/2025	ICMA RETIREMENT CORP.#457	CURRENT PAY WITHHOLDING ICMA ROTH DEF COMP Pay Period: 8/30/2025	10,639.91
09/08/2025	IMAGE SOLUTIONS	LOGOED APPAREL REC	316.00
09/08/2025	IMAGE SOLUTIONS	LOGOED APPAREL EX	40.00
09/08/2025	IMAGE SOLUTIONS	LOGOED APPAREL LIBRARY	457.00
09/08/2025	IMAGE SOLUTIONS	LOGOED APPAREL HR	165.00
09/08/2025	IMAGE SOLUTIONS	LOGOED APPAREL CH	479.95
09/08/2025	IMAGE SOLUTIONS	LOGOED APPAREL CM	183.00
09/08/2025	IMAGE SOLUTIONS	LOGOED APPAREL ENG	169.00
09/08/2025	IMAGE SOLUTIONS	LOGOED APPAREL PZ	89.95
09/08/2025	IMAGE SOLUTIONS	LOGOED APPAREL FD	133.00
08/29/2025	IMFOA	IMFOA MEMBERSHIP RENEWAL	75.00
09/08/2025	IMWCA	WC INSTALL #3	10,819.00
09/08/2025	INFOMAX OFFICE SYSTEMS INC	COPIER MAINTENANCE	1,223.42
09/08/2025	INGRAM LIBRARY SERVICES	BOOKS-CHILDREN	148.81
09/08/2025	INGRAM LIBRARY SERVICES	BOOKS-HARBACH-CHILDREN	18.18
09/08/2025	INGRAM LIBRARY SERVICES	BOOKS-CHILDREN	23.96
09/08/2025	INGRAM LIBRARY SERVICES	BOOKS-CHILDREN	50.91
09/08/2025	INGRAM LIBRARY SERVICES	BOOKS-HARBACH-CHILDREN	6.74
09/08/2025	INGRAM LIBRARY SERVICES	BOOKS-YOUNG ADULT	9.74
09/08/2025	INGRAM LIBRARY SERVICES	BOOKS-CHILDREN	270.16
09/08/2025	INGRAM LIBRARY SERVICES	BOOKS-HARBACH-CHILDREN	104.36
09/08/2025	INGRAM LIBRARY SERVICES	BOOKS-YOUNG ADULT	53.45
09/08/2025	INTERSTATE ALL BATTERY CENTER	EMERGENCY LIGHT BATTERIES	129.88
09/08/2025	IOWA CODIFICATION INC	CODE UPDATE	648.00
09/08/2025	IOWA DOT	SIGNS FOR TRAFFIC	155.80
09/05/2025	IPERS	CURRENT PAY IPERS WITHHOLDING IPERS-ELECTED OFFICIALS Pay Perio	209.90
09/05/2025	IPERS	CURRENT PAY IPERS WITHHOLDING IPERS-REGULAR MEMBERS Pay Perio	21,311.36
09/05/2025	IPERS	CURRENT PAY IPERS WITHHOLDING IPERS-REGULAR MEMBERS Pay Perio	31,983.98
09/05/2025	IPERS	CURRENT PAY IPERS WITHHOLDING IPERS RETIREMENT -FIRE Pay Period:	5,354.96
09/05/2025	IPERS	CURRENT PAY IPERS WITHHOLDING IPERS RETIREMENT -FIRE Pay Period:	7,764.01
09/05/2025	IPERS	CURRENT PAY IPERS WITHHOLDING IPERS-ELECTED OFFICIALS Pay Perio	139.86
09/08/2025	ITPIPES	SOFTWARE SUBSCRIPTION	6,625.00
08/29/2025	JARVIS ART STUDIO INC	HARBACH CTR MURAL PAY REQ 1	10,000.00
09/08/2025	JOHNSTONE SUPPLY	ANNUAL PUMP GREASE MAINTENANCE	138.78
09/08/2025	LIFESTYLE FLOORING	REFUND DEPOSIT	33.74

Date Paid	Vendor Name	Description	Amount Paid
09/08/2025	LOGAN CONTRACTORS SUPPLY	STREET MAINT SUPPLIES	450.00
09/08/2025	LOGAN CONTRACTORS SUPPLY	RING SAW REPLACEMENT	3,875.00
09/08/2025	LOGAN CONTRACTORS SUPPLY	STREET MAINT SUPPLIES	1,398.82
09/08/2025	LOGAN CONTRACTORS SUPPLY	CREDIT	1,161.00-
09/08/2025	LOGAN CONTRACTORS SUPPLY	SCREED PARTS	1,800.00
09/08/2025	LOUNSBURY SAND & GRAVEL	SCREENED TOP SOIL	810.85
09/08/2025	LOUNSBURY SAND & GRAVEL	SCREENED DIRT	374.40
09/08/2025	LOUNSBURY SAND & GRAVEL	SCREENED DIRT	515.06
09/08/2025	LOWES HOME CENTERS INC	WASTE RECEPTACLES AND RECYCLE	102.36
09/08/2025	LOWES HOME CENTERS INC	PLANTS	188.69
09/08/2025	LOWES HOME CENTERS INC	PLANTS	76.81
09/08/2025	LYNN DIXON	REFUND DEPOSIT	24.40
09/08/2025	MAIL SERVICES	MAILINGS	1,182.51
09/08/2025	MAIL SERVICES	POSTAGE	199.99
09/08/2025	MAIL SERVICES	NOTICES	43.57
09/08/2025	MARTIN BROS	CAC CONCESSIONS	418.63
09/08/2025	MARTIN BROS	CAMPBELL CONCESSIONS	62.15
09/08/2025	MARTIN MARIETTA MATERIALS	ROCK	681.13
09/08/2025	MARTIN MARIETTA MATERIALS	ROCK	681.13
09/08/2025	MARTIN MARIETTA MATERIALS	ROCK	681.14
09/08/2025	MARTIN MARIETTA MATERIALS	VOLLEYBALL COURT SAND	4,722.00
09/08/2025	MATHESON TRI-GAS INC	SHOP SUPPLIES	129.53
08/29/2025	MCCLURE	STORMWATER MANUAL UPDATE PAY REQ 4	6,715.00
09/08/2025	MEDIACOM	LIBRARY INTERNET	294.90
09/08/2025	MENARDS	BUILDING MAINT	90.06
09/08/2025	MENARDS	WALL ANCHORS	19.98
09/08/2025	MENARDS	MISC SUPPLIES	29.02
09/08/2025	MENARDS	GROUNDS	34.53
09/08/2025	MENARDS	EQUIPMENT REPAIR	9.49
09/08/2025	MENARDS	BUILDING MAINT	31.96
09/08/2025	MENARDS	CONCRETE TRAILER AND SCREED REPAIR	42.97
09/08/2025	MENARDS	EQUIPMENT REPAIR	8.28
09/08/2025	MENARDS	SAW REPAIR	9.98
09/08/2025	MENARDS	WASP SPRAY	20.88
09/08/2025	MENARDS	INTAKE REPAIR SUPPLIES	679.60
09/08/2025	MENARDS	BUILDING REPAIRS	89.62
09/08/2025	MENARDS	SHOP SUPPLIES	36.65
09/08/2025	MENARDS	BUILDING REPAIRS	9.69
09/08/2025	MENARDS	MISC SUPPLIES	15.48
09/08/2025	MENARDS	FERTILIZER	11.49
09/08/2025	MENARDS	TRAFFIC SUPPLIES	10.99
09/08/2025	MENARDS	TOILET BALL FLAPPER	6.48
09/08/2025	MENARDS	ASHLEY OAKLAND CONSTRUCTION SIGN	80.16
09/08/2025	MENARDS	TRASH/WASTE RECEPTACLES	127.84
09/08/2025	MENARDS	CALCIUM TANK PARTS	59.77
09/08/2025	MENARDS	WIRE TIES	23.96
09/08/2025	MENARDS	BUILDING MAINT	25.97
09/08/2025	MENARDS	SHOP SUPPLIES	9.97
09/08/2025	MENARDS	INTAKE REPAIR SUPPLIES	76.05
09/08/2025	MENARDS	MISC WATER	60.66
09/08/2025	MENARDS	BUILDING MAINT	27.14
09/08/2025	MENARDS	BUILDING MAINT	27.14
09/08/2025	MENARDS	BUILDING MAINT	27.14
09/08/2025	MENARDS	BUILDING MAINT	27.14
09/08/2025	MENARDS	INTAKE SUPPLIES	91.96
09/08/2025	MENARDS	WATER SUPPLIES	87.35
09/08/2025	MENARDS	CREDIT	35.94-
09/08/2025	MENARDS	GRINDER WHEELS	17.98

Date Paid	Vendor Name	Description	Amount Paid
09/08/2025	MERCYONE CORP OFFICE BUSINESS SOL	EAP 2025	4,555.44
09/08/2025	MERCYONE HEALTH & FITNESS CENTER	WELLNESS COACHING	560.00
09/08/2025	MICHAEL MERRICK	REFUND DEPOSIT	84.46
09/08/2025	MIDAMERICAN ENERGY DAV	STREET LIGHTS	16,067.63
09/08/2025	MIDAMERICAN ENERGY DAV	ELEC/GAS SERVICE AQUATIC	6,887.54
09/08/2025	MIDAMERICAN ENERGY DAV	ELEC/GAS SERVICE PARKS	876.72
09/08/2025	MIDAMERICAN ENERGY DAV	TRAFFIC LIGHTS	571.09
09/08/2025	MIDAMERICAN ENERGY DAV	WATER FACILITIES	447.09
09/08/2025	MIDAMERICAN ENERGY DAV	ELEC/GAS SERVICE CPSC	2,617.80
09/08/2025	MIDAMERICAN ENERGY DAV	ELEC/GAS SERVICE CPSC	705.54
09/08/2025	MIDAMERICAN ENERGY DAV	ELEC/GAS SERVICE CPSC	1,542.45
09/08/2025	MIDAMERICAN ENERGY DAV	ELEC/GAS SERVICE PARKS	17.22
09/08/2025	MIDAMERICAN ENERGY DAV	TRAFFIC LIGHTS	66.57
09/08/2025	MIDAMERICAN ENERGY DAV	TRAFFIC LIGHTS	50.42
09/08/2025	MIDAMERICAN ENERGY DAV	ELEC/GAS SERVICE PARKS	12.53
09/08/2025	MIDAMERICAN ENERGY DAV	ELEC/GAS SERVICE PARKS	10.23
09/08/2025	MIDAMERICAN ENERGY DAV	TRAFFIC LIGHTS	96.99
09/08/2025	MIDAMERICAN ENERGY DAV	STREET LIGHTS	50.82
09/08/2025	MIDAMERICAN ENERGY DAV	DOUGLAS/BERKSHIRE LIGHT INSTALL	167.25
09/08/2025	MIDAMERICAN ENERGY DAV	WATER FACILITIES	15.68
09/08/2025	MIDAMERICAN ENERGY DAV	ELECTRIC & GAS SERVICE HARBACH	2,441.91
09/08/2025	MIDAMERICAN ENERGY DAV	ELEC/GAS SERVICE PARKS	211.90
09/08/2025	MIDWEST BREATHING AIR LLC	NFPA QUARTERLY AIR TEST	341.75
09/08/2025	MOWTIVATED LAWN CARE	NUISANCE ABATEMENT	965.00
09/05/2025	MUNICIPAL FIRE & POLICE	CURRENT PAY WITHHOLDING MUNICIPAL FIRE & POLICE RETIRE Pay Perio	23,108.30
09/05/2025	MUNICIPAL FIRE & POLICE	CURRENT PAY WITHHOLDING MUNICIPAL FIRE & POLICE RETIRE Pay Perio	9,912.33
09/08/2025	MUNICIPAL SUPPLY INC	LAZY RIVER RECIRC PIPE REPLACE	1,051.35
09/08/2025	NAPA DISTRIBUTION CENTER	SHOP TOOL/#747 REPAIR	81.17
09/08/2025	NETWORKS	HOSTED BACKUP	5,087.48
09/08/2025	NETWORKS	PROFESSIONAL FEES	750.00
09/08/2025	NYEMASTER-GOODE	PROSECUTIONS	4,126.50
09/08/2025	NYEMASTER-GOODE	CITY COUNCIL	850.00
09/08/2025	NYEMASTER-GOODE	LEGAL GENERAL	14,454.00
09/08/2025	NYEMASTER-GOODE	LEGAL HR	2,918.50
09/08/2025	NYEMASTER-GOODE	LEGAL	1,350.00
09/08/2025	NYEMASTER-GOODE	LEGAL	125.00
09/08/2025	ONE SOURCE	BACKGROUND CHECKS	25.00
07/21/2025	OPN ARCHITECTS INC	CH REMODEL DESIGN PAY REQ 15	28,082.81
09/08/2025	OPN ARCHITECTS INC	PAY REQ 17 - CH REMODEL DESIGN OPN	7,660.91
09/08/2025	OVERHEAD DOOR COMPANY	WEST DOOR REPAIR	62.73
09/08/2025	OVERHEAD DOOR COMPANY	WEST DOOR REPAIR	62.73
09/08/2025	OVERHEAD DOOR COMPANY	WEST DOOR REPAIR	62.73
09/08/2025	OVERHEAD DOOR COMPANY	WEST DOOR REPAIR	62.71
09/08/2025	P & P SMALL ENGINES INC	EQUIPMENT REPAIR	184.94
09/08/2025	P J IOWA LC	CAC CONCESSIONS PIZZA	319.02
09/08/2025	PFM ASSET MANAGEMENT LLC	2020A AND 2020B ARBITRAGE REPORT	2,500.00
09/08/2025	PLAY PRO RECREATION LLC	SWINGS	5,243.00
09/08/2025	PLAYAWAY PRODUCTS LLC	YOUTH MEDIA	57.94
09/08/2025	PLAYAWAY PRODUCTS LLC	YOUTH MEDIA	221.20
09/08/2025	PROJEKT INC	MISC CONTRACT WORK	200.00
09/05/2025	RELIANCE STANDARD LIFE INSURANCE	VOL LIFE INSURANCE Pay Period: 8/30/2025	1,205.20
09/08/2025	RINGCENTRAL INC	HOSTED VOICE	2,685.58
09/08/2025	RINKER MATERIALS	STORM PIPE FOR CAMPUS INTAKE	384.14
09/08/2025	SECURITY EQUIPMENT INC	DUPLICATE KEYS IT SERVER & STORAGE	17.00
08/29/2025	SKOL TRUCKING	2025 ARTERIAL PCC PVMET REHAB PAY REQ 2	279,190.73
09/08/2025	SMITH & MOON INTERPRISES LLC	REFUND DEPOSIT	58.22
09/08/2025	SMITHGROUP, INC	GREENBELT LANDING CONSTRUCTION DIRT WORK	32,036.00
09/08/2025	SPRAYER SPECIALTIES INC	EQUIPMENT REPAIR	767.29

Date Paid	Vendor Name	Description	Amount Paid
09/08/2025	STAPLES	SANITIZER FOR TV TRUCK	47.79
09/08/2025	STAPLES	OFFICE SUPPLIES	10.29
09/08/2025	STAPLES	OFFICE SUPPLIES	26.39
09/08/2025	STAPLES	SHOP SUPPLIES	79.78
09/08/2025	STAPLES	BREAKROOM SUPPLIES	59.99
09/08/2025	STEW HANSEN	VEHICLE REPAIR - #201	84.75
09/08/2025	STIVERS FORD	FAN RELAY	43.21
09/08/2025	STRYKER SALES CORP	3 SINGLE ELECTRODE KITS	271.44
09/08/2025	SUPERIOR PEST CONTROL	PEST CONTROL	177.54
09/08/2025	SUPERIOR PEST CONTROL	PEST CONTROL	47.85
09/08/2025	SUPERIOR PEST CONTROL	PEST CONTROL	104.61
09/08/2025	SUPERIOR PEST CONTROL	PEST CONTROL	250.00
09/08/2025	SUPERIOR PEST CONTROL	PEST CONTROL	331.00
09/08/2025	TENNIS SURFACES OF IOWA LLC	WILDWOOD PICKLEBALL COURT RESURFACING	27,201.00
09/08/2025	TERRACON CONSULTANTS INC	GREENBELT LANDING CONSTRUCTION DIRTWORK	1,205.50
09/08/2025	THE GET DOWN	FTF - SEPT 6	1,500.00
09/08/2025	TITAN MACHINERY	#782 BATTERIES	372.86
09/05/2025	TREAS - STATE OF IA WH TAX	STATE WITHHOLDING STATE WITHHOLDING TAX Pay Period: 8/30/2025	24,913.00
09/08/2025	TRITECH SOFTWARE SYSTEMS	ASSET MGMT MAINT	14,823.83
09/08/2025	TRUCK CENTER COMPANIES-DES MOINES	#728 CABIN FILTERS	36.88
09/08/2025	TRUCK CENTER COMPANIES-DES MOINES	#728 CABIN FILTERS	4.44
09/08/2025	TRUCK CENTER COMPANIES-DES MOINES	TRAFFIC SUPPLIES	23.93
09/08/2025	TRUENORTH COMPANIES LC	FY25/26 CRIME INS POLICY	2,366.00
09/05/2025	UNITED WAY	CURRENT PAY WITHHOLDING UNITED WAY Pay Period: 8/30/2025	40.46
09/08/2025	VALVOLINE INSTANT OIL CHANGE	VEHICLE OPERATIONS	130.53
09/08/2025	VAN METER INC	PHOTOEYE FOR WATER TOWERS	38.61
09/08/2025	VAN METER INC	EXIT LIGHTS FOR WATER TOWERS	176.56
09/08/2025	VAN METER INC	LIGHT FIXTURE FOR NW 104TH WATER TOWER	422.99
09/08/2025	VERIZON	CELL DATA SERVICE	115.46
09/08/2025	VERIZON	CELL DATA SERVICE	38.48
09/08/2025	VERIZON	CELL DATA SERVICE	115.46
09/08/2025	VESERIS	CHEMICALS FOR MOSQUITO SPRAYER	2,574.49
09/08/2025	VESTIS	UNIFORMS	21.66
09/08/2025	VESTIS	UNIFORMS	57.78
09/08/2025	VESTIS	UNIFORMS	57.78
09/08/2025	VESTIS	UNIFORMS	103.51
09/08/2025	VESTIS	UNIFORMS	103.51
09/08/2025	VESTIS	UNIFORMS	57.78
09/08/2025	VESTIS	UNIFORMS	57.78
09/08/2025	VESTIS	UNIFORMS	21.66
09/08/2025	XTREME TREE	TREE REMOVAL	3,640.00
09/08/2025	XTREME TREE	TREE REMOVAL	2,520.00
09/08/2025	ZIMCO SUPPLY CO	HERBICIDE	530.00
Grand Totals:			1,380,755.83

Date Paid	Vendor Name	Description	Amount Paid
-----------	-------------	-------------	-------------

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 \$ 1,380,755.83
(8/26/2025 - 9/08/2025)

Payroll
(9/05/2025) 382,653.28

Total \$ 1,763,409.11

Of the total payrolls, \$15.26 are expense reimbursements.

 Date: 9/8/2025
Elizabeth Hansen, Director of Administrative Services

Dated: _____

City Council:

Breanne Hocker _____

Eric Klein _____

Ted Weaver _____

Michael McCoy _____

Susan Judkins _____



Memo

TO: Mayor and Council members

FROM: Matthew Graham, City Clerk

DATE: September 11, 2025

RE: Approve New Retail Alcohol Sales License Application - Midnight Coffee - 12695 University Avenue

SYNOPSIS:

Staff recommends approval.

Attachments:

1. Midnight Coffee 08_01_2025



Memo

TO: Mayor and Council members

FROM: Tiffany Belieu, Administrative Specialist

DATE: September 11, 2025

RE: Resolution Approving Temporary Street Closing - Block Party - NW
162nd St. Between Sheridan Ave. and Boston Ave. - Sunday, September
14, 2025 - 5:30 p.m. - 10:00 p.m.

SYNOPSIS:

Please find attached the application and resolution for a block party.

Attachments:

1. Carstensen Block Party Application 2025
2. Carstensen Block Party Resolution 9-14-2025

RESOLUTION NO. _____

RESOLUTION TEMPORARILY CLOSING

WHEREAS, the residents living at 2536 NW 162nd Street, Clive, petitioned the City Council to close NW 162nd Street between Sheridan Ave and Boston Ave. on Sunday, September 14 between the hours of 5:30 p.m. and 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 162nd Street between Sheridan Ave. and Boston Ave.

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:

Subject to the provisions of paragraphs 2 and 3 below having first been met, the City Council of the City of Clive of Clive, Iowa, hereby closes NW 162nd Street between Sheridan Ave. and Boston Ave. on Sunday, September 14 between the hours of 5:30 p.m. and 10:00 p.m. to through traffic.

1. This resolution shall be of no force and effect unless one or more residents living at 2536 NW 162nd Street. 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.
2. No immobile obstacles that would limit or significantly slow access to emergency vehicles shall be placed in the traveled portion of the street, nor should any property owner be denied access to their property during the period when said streets are closed.

PASSED AND APPROVED this _____ day of _____ 2025.

John Edwards, Mayor

ATTEST:

Matthew Graham, City Clerk



Memo

TO: Mayor and Council members

FROM: Jonathan Cygan, Civil Engineer

DATE: September 11, 2025

RE: Resolution Approving Change Order #2 - Caliber Concrete LLC - 2025
NW 138th St HMA Overlay - (-\$25,634.03)

SYNOPSIS:

Staff is recommending approval of Change Order #2 in the amount of -\$25,634.03 to Caliber Concrete LLC for work performed on the above referenced project.

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

1. Major quantity underruns and overruns. Key underruns are mostly related to asphalt pavement. Overruns that occurred on site are mostly related to concrete work that needed to occur to the streets.
2. It was discovered that one of the sanitary manholes was in a condition that would require that the cone section of the manhole needing to be replaced requiring a major adjustment to be added to the quantities.

A breakdown of the contract status is as follows:

Amended Contract Amount - \$781,668.72

Change Order #2 - (-\$25,634.03)

Revised Contract Amount - \$756,034.69

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

Attachments:

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

RESOLUTION NO. _____

RESOLUTION APPROVING CHANGE ORDER NO. 2
FOR CALIBER CONCRETE LLC
2025 NW 138TH STREET HMA OVERLAY

WHEREAS, the City staff has determined that it is necessary to make the changes set forth in Change Order No. 2 to the contract with Caliber Concrete LLC in regard to the 2025 NW 138th Street HMA Overlay (the “Project”); and

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

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

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

PASSED AND APPROVED THIS _____ day of _____, 2025.

By: _____
John Edwards, Mayor

ATTEST:

By: _____
Matthew D. Graham, City Clerk



City of Clive

Change Order Details

NW 138TH STREET HMA OVERLAY

Description	Full depth patching and HMA overlay of NW 138th St. and Lake Point.
Prime Contractor	Caliber Concrete, LLC 1617 280th ST Adair, IA 50002
Change Order	2
Status	Pending
Date Created	08/25/2025
Type	Changed Conditions
Summary	Major Adjustment Manhole
Change Order Description	Addition of major adjustment to manhole Adjust quantities
Awarded Project Amount	\$770,789.72
Authorized Project Amount	\$781,668.72
Change Order Amount	-\$25,634.03
Revised Project Amount	\$756,034.69

Increases/Decreases

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

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

New Items

Line Number	Item ID	Unit	Quantity	Unit Price	Extension
Section: 1 - Description					
0290	2435-0600020	EACH	0.000	\$4,500.000	\$0.00
MANHOLE ADJUSTMENT, MAJOR					
Reason: Replace broken cone					
1 item					Total: \$0.00

Mayor, City of Clive	Date
Project Engineer, Jonathan Cygan	Date
Field Engineer, Nolan Daft	Date
Contractor, Caliber Concrete, LLC	Date



Memo

TO: Mayor and Council members

FROM: Alyssa Welling, Administrative Assistant

DATE: September 11, 2025

RE: Approve Pay Request #1 - The Henley Group - Linnan Park Construction Project - \$62,225.00

SYNOPSIS:

Staff recommends approval of Pay Request #1 to The Henley Group for the work completed to date on the Linnan Park Construction Project.

Total contract amount: **\$169,000.00**

Pay Request #1: **\$62,225.00**

Total Requested to Date: **\$62,225.00**

Remaining contract amount: **\$106,775.00**

Attachments:

1. Henley Pay App #1 August

APPLICATION AND CERTIFICATE FOR PAYMENT

To Owner:	City of Clive 1900 NW 114th Street Clive, IA 50325	Project:	City of Clive Linnan Park Project	Application No.:	1	Distribution to:	☐ OWNER ☐ ARCHITECT ☐ CONTRACTOR ☐ CONST. MGR.
From Contractor:	The Henley Group, LLC 730 E 59th Street Davenport, IA 52807	CM:	Hansen Company 5665 Greendale Rd, Ste A Johnston, IA 50131	Period to:	8/31/2025	Job Number:	N/A
Contract For:	Bid Package 6 - Splash Pad			Contracted Date:	May 22, 2025		

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1 ORIGINAL CONTRACT SUM	\$	169,000.00
2 NET CHANGE BY CHANGE ORDERS	\$	-
3 CONTRACT SUM TO DATE (Line 1 ± 2).	\$	169,000.00
4 TOTAL COMPLETED & STORED TO DATE (Column G on Continuation Sheet)	\$	65,500.00
5 RETAINAGE:		
a. <u>5</u> % of Completed Work (Columns D + E on Continuation Sheet)	\$	3,275.00
b. <u>5</u> % of Stored Material (Column F on G703)	\$	-
Total Retainage (Line 5a + 5b or Total in Column I of Continuation Sheet). . .	\$	3,275.00
6 TOTAL EARNED LESS RETAINGE	\$	62,225.00
7 LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from Prior Certificate).	\$	-
8 CURRENT PAYMENT DUE	\$	62,225.00
9 BALANCE TO FINISH, INCLUDING RETAINAGE	\$	106,775.00

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

CONTRACTOR:

Tyler C. Henley

Digitally signed by Tyler C. Henley
DN: C=US, E=thlenley@henleygrp.com,
O=The Henley Group, LLC, OU=The
Henley Group, LLC, CN=Tyler C. Henley
Date: 2025.08.25 15:10:42-05'00'

Date: 8/25/25

ARCHITECT'S / ENGINEER'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED \$

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

ARCHITECT / ENGINEER:

Date:

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

SCHEDULE OF VALUES

CONTINUATION SHEET OF APPLICATION AND CERTIFICATE FOR PAYMENT In
tabulations below, amounts are stated to the nearest dollar. Use Column I on Contracts where variable retainage for
line items may apply

APPLICATION NO.: 1
APPLICATION DATE: 8/25/2025
PERIOD TO: 8/31/2025
ARCHITECT'S PROJECT NO.: N/A

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (not in D or E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G divided by C)	BALANCE TO FINISH (C - G)	RETAINAGE (If Variable Rate)
			From Previous Application (D + E)	This Period					
	Materials								
1	Waterplay Embeds	\$ 57,000.00		\$ 57,000.00		\$ 57,000.00	100%	\$ -	\$ 2,850.00
2	Waterplay Features/Cabinet	\$ 57,000.00		\$ -			0%	\$ 57,000.00	\$ -
3	UG Piping Materials	\$ 8,500.00		\$ 8,500.00		\$ 8,500.00	100%	\$ -	\$ 425.00
4	AG Piping Materials	\$ 5,500.00		\$ -			0%	\$ 5,500.00	\$ -
	Labor								
5	UG Installation (Pre-Concrete)	\$ 16,000.00		\$ -			0%	\$ 16,000.00	\$ -
6	AG Piping Install (Cabinet/Tie-Ins)	\$ 14,000.00		\$ -			0%	\$ 14,000.00	\$ -
7	Feature Installation	\$ 8,000.00		\$ -			0%	\$ 8,000.00	\$ -
8	Commissioning/Owner Training	\$ 3,000.00		\$ -			0%	\$ 3,000.00	\$ -
		\$ 169,000.00	\$ -	\$ 65,500.00	\$ -	\$ 65,500.00	39%	\$ 103,500.00	\$ 3,275.00



Memo

TO: Mayor and Council members

FROM: Alyssa Welling, Administrative Assistant

DATE: September 11, 2025

RE: Approve Pay Request #1 - Burkett Construction - Linnan Park Construction Project - \$113,335.00

SYNOPSIS:

Staff recommends approval of Pay Request #1 to Burkett Construction for the work completed to date on the Linnan Park Construction Project.

Total contract amount: **\$1,365,656.00**

Pay Request #1: **\$113,335.00**

Total Requested to Date: **\$113,335.00**

Remaining contract amount: **\$1,252,321.00**

Attachments:

1. Burkett Pay App #1 August

TO OWNER: City of Clive
Engineering Services
502 E 9th St., Des Moines, Ia 50319

PROJECT: Linnan Park

APPLICATION NO: 1

Distribution to:

x

OWNER

ARCHITECT

CONTRACTOR

PERIOD TO: 08/25/25

FROM CONTRACTOR: VIA ARCHITECT: Hanson Companies

Burkett Construction
25 Ellefson Dr, PO Box 247
De Soto, Ia 50069

VIA ARCHITECT: Hanson Companies

PROJECT NOS: 14880

CONTRACT FOR:

CONTRACT DATE:

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM

\$ 1,365,656.00

2. Net change by Change Orders

\$ 0.00

3. CONTRACT SUM TO DATE (Line 1 + 2)

\$ 1,365,656.00

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

\$ 119,300.00

5. RETAINAGE:

a. 5.00% % of Completed Work (Column D + E on G703)

\$ 5,965.00

b. 5.00% % of Stored Material (Column F on G703)

\$ 0

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

\$ 5,965.00

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

\$ 113,335.00

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

\$ 0.00

8. CURRENT PAYMENT DUE

\$ 113,335.00

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

\$ 1,252,321.00

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

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

CONTRACTOR:

By: Andrew Burkett Date: 08/25/25

State of: County of:

Subscribed and sworn to before me this day of

Notary Public:

My Commission expires:

ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED \$

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

By: Date:

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

CONTINUATION SHEET

AIA DOCUMENT G703

PAGE OF PAGES

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing

Contractor's signed certification is attached.

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

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

APPLICATION NO: 1

APPLICATION DATE: 07/20/23

PERIOD TO: 07/21/23

ARCHITECT'S PROJECT NO: 23-05-26-01

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
1	General Conditions	\$159,526.00	\$0.00	\$15,000.00	\$0.00	\$15,000.00	9.40%	144,526.00	\$750.00
2	Overhead	\$67,581.00	\$0.00	\$7,800.00		\$7,800.00	11.54%	59,781.00	\$390.00
3	Site Work	\$22,000.00	\$0.00	\$0.00		\$0.00	0.00%	22,000.00	\$0.00
4	Masonry	\$94,900.00	\$0.00	\$0.00		\$0.00	0.00%	94,900.00	\$0.00
5	Structural Steel	\$102,850.00	\$0.00	\$15,000.00		\$15,000.00	14.58%	87,850.00	\$750.00
6	Steel Erection	\$41,975.00	\$0.00	\$0.00		\$0.00	0.00%	41,975.00	\$0.00
7	Carpentry Materials	\$161,925.00	\$0.00	\$0.00		\$0.00	0.00%	161,925.00	\$0.00
8	Carpentry Installation	\$35,000.00	\$0.00	\$0.00		\$0.00	0.00%	35,000.00	\$0.00
9	Thermal & Moisture	\$294,000.00	\$0.00	\$55,000.00		\$55,000.00	18.71%	239,000.00	\$2,750.00
10	Openings	\$11,650.00	\$0.00	\$0.00		\$0.00	0.00%	11,650.00	\$0.00
11	Finishes	\$23,610.00	\$0.00	\$0.00		\$0.00	0.00%	23,610.00	\$0.00
12	Specalties Material	\$17,216.00	\$0.00	\$0.00		\$0.00	0.00%	17,216.00	\$0.00
13	Specalties Labor	\$2,000.00	\$0.00	\$0.00		\$0.00	0.00%	2,000.00	\$0.00
14	Sport Equipment	\$38,358.00	\$0.00	\$0.00		\$0.00	0.00%	38,358.00	\$0.00
15	Court Surfacing	\$49,901.00	\$0.00	\$0.00		\$0.00	0.00%	49,901.00	\$0.00
16	Futsal Relocation	\$13,000.00	\$0.00	\$6,500.00		\$6,500.00	50.00%	6,500.00	\$325.00
17	Mechanical	\$83,164.00	\$0.00	\$10,000.00		\$10,000.00	12.02%	73,164.00	\$500.00
18	Electrical	\$147,000.00	\$0.00	\$10,000.00		\$10,000.00	6.80%	137,000.00	\$500.00
19		\$0.00	\$0.00	\$0.00		\$0.00	0.00%		\$0.00
20		\$0.00	\$0.00	\$0.00		\$0.00	0.00%		\$0.00
				\$0.00					
	GRAND TOTALS	\$1,365,656.00	\$0.00	\$119,300.00	\$0.00	\$119,300.00	8.74%	1,246,356.00	\$5,965.00

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



Memo

TO: Mayor and Council members

FROM: Alyssa Welling, Administrative Assistant

DATE: September 11, 2025

RE: Approve Pay Request #2 - On Track Construction, LLC - Linnan Park Construction Project - \$170,089.50

SYNOPSIS:

Staff recommends approval of Pay Request #2 to On Track Construction, LLC for the work completed to date on the Linnan Park Construction Project.

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

Pay Request #1: **\$170,089.50**

Total Requested to Date: **\$242,451.50**

Remaining contract amount: **\$950,548.50**

Attachments:

1. On Track Pay App #2 August

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

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

Project: Clive Linnan Park

APPLICATION NO: 2
APPLICATION DATE: 25-Aug-25

PERIOD TO: 30-Aug-25

Contractor PO# 2521CL - 2

Distribution to:

☐

 OWNER

☐

 ARCHITECT

☒

 CONTRACTOR

☐

☐

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

CONTRACT FOR: JOB# 2521CL

CONTRACT DATE: 22-May-25

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM

\$ 1,193,000.00

2. Net change by Change Orders

\$ 0.00

3. CONTRACT SUM TO DATE (Line 1 ± 2)

\$ 1,193,000.00

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

\$ 249,950.00

5. RETAINAGE:

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

\$ 7,498.50

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

\$

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

\$ 7,498.50

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

\$ 242,451.50

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

\$ 72,362.00

8. CURRENT PAYMENT DUE

\$ 170,089.50

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

\$ 950,548.50

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

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

CONTRACTOR:

By: 

Date: 8/25/2025

ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED \$

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

By:

Date:

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

Clive Linnan Park

JOB# 2521CL

APPLICATION DATE:

8/25/2025

APPLICATION #

2

B	C	D	E1	F4	G1	G2	H	I
Work Description	Scheduled Value	From Previous Application	This Period	Presently Stored Materials	Total Completed and Stored To Date	Percent Complete	Balance To Finish	Retainage
BASE CONTRACT								
Mobilization, Bonds & Insurance	\$ 100,000.00	\$10,000.00	\$40,000.00		\$50,000.00	50.00%	\$50,000.00	\$1,500.00
Clearing & Grubbing	\$ 35,000.00	\$35,000.00			\$35,000.00	100.00%	\$0.00	\$1,050.00
Removals- Pavement Removal	\$ 49,626.00	\$24,600.00	\$18,000.00		\$42,600.00	85.84%	\$7,026.00	\$1,278.00
Earthwork - Construction Entrance, 6" Depth	\$ 5,000.00	\$5,000.00			\$5,000.00	100.00%	\$0.00	\$150.00
Eartwork - Strip to Stockpile	\$ 29,142.00		\$29,142.00		\$29,142.00	100.00%	\$0.00	\$874.26
Earthwork - Excavation Cut to Fill	\$ 27,756.00		\$20,000.00		\$20,000.00	72.06%	\$7,756.00	\$600.00
Earthwork - Excavation Cut to Export	\$ 13,216.00		\$6,608.00		\$6,608.00	50.00%	\$6,608.00	\$198.24
Earthwork- Subgrade Prep- 5% Cement Stabilized	\$ 107,300.00				\$0.00	0.00%	\$107,300.00	\$0.00
Earthwork - Backfill & Respread	\$ 39,405.00				\$0.00	0.00%	\$39,405.00	\$0.00
Earthwork - Bio Rentention	\$ 49,005.00				\$0.00	0.00%	\$49,005.00	\$0.00
Removals - Utilities	\$ 46,850.00		\$15,000.00		\$15,000.00	32.02%	\$31,850.00	\$450.00
Utilites - Watermain	\$ 43,100.00		\$43,100.00		\$43,100.00	100.00%	\$0.00	\$1,293.00
Utilites - Sanitary Sewer	\$ 67,800.00				\$0.00	0.00%	\$67,800.00	\$0.00
Utilites - Storm Piping	\$ 141,200.00				\$0.00	0.00%	\$141,200.00	\$0.00
Utilites - Storm Structures	\$ 130,600.00				\$0.00	0.00%	\$130,600.00	\$0.00
Utilites - Subdrain Piping	\$ 105,500.00				\$0.00	0.00%	\$105,500.00	\$0.00
Utilites - Underground Detention System	\$ 195,000.00				\$0.00	0.00%	\$195,000.00	\$0.00
Traffic Control	\$ 7,500.00		\$3,500.00		\$3,500.00	46.67%	\$4,000.00	\$105.00
TOTAL	\$1,193,000.00	\$74,600.00	\$175,350.00	\$0.00	\$249,950.00	20.95%	\$943,050.00	\$7,498.50



Memo

TO: Mayor and Council members

FROM: Alyssa Welling, Administrative Assistant

DATE: September 11, 2025

RE: Approve Pay Request #2 - Hansen Company - Linnan Park Construction Project - \$70,204.24

SYNOPSIS:

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

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

Pay Request #1: **\$70,204.24**

Total Requested to Date: **\$90,201.74**

Remaining contract amount: **\$627,369.26**

Attachments:

1. Hansen Pay App #2 August



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

INVOICE

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

Invoice: 24-936-0825
Date: 8/31/2025
Job #: 24-936
Project: Linnan Park
8500 Alice Ave. Clive, IA

Vendor: City of Clive

PAY APPLICATION #2	\$	73,899.20
LESS 5% RETENTION	\$	(3,694.96)

AMOUNT DUE	\$	<u>70,204.24</u>
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APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

PAGE ONE OF

ONE PAGES

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

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

APPLICATION NO: 2

Distribution to:

☒	OWNER
☐	ARCHITECT
☐	CONTRACTOR
☐	
☐	

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

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

PERIOD TO: 8/31/2025

PROJECT NOS:

CONTRACT FOR: Linnan Park

CONTRACT DATE 4/23/2025

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM	\$	717,571.00
2. Net change by Change Orders	\$	0.00
3. CONTRACT SUM TO DATE (Line 1 ± 2)	\$	717,571.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$	94,949.20
5. RETAINAGE:		
a. 5 % of Completed Work (Column D + E on G703)	\$	4,747.46
b. 5 % of Stored Material (Column F on G703)	\$	0.00
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$	4,747.46
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	\$	90,201.74
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	19,997.50
8. CURRENT PAYMENT DUE	\$	70,204.24
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	627,369.26

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

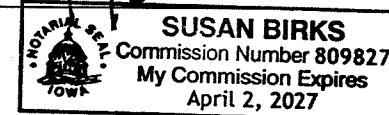
The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates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

CONTRACTOR: Hansen Company, Inc.

By: M. J. L. L. Date: 9/2/2025

State of: Iowa

County of: Polk

Subscribed and sworn to before me this 2nd day of Sept.Notary Public: Susan BirksMy Commission expires: 4-2-27

ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED \$ _____

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

By: _____ Date: _____

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

CONTINUATION SHEET

AIA DOCUMENT G703

PAGE 1 OF 1 PAGES

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

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

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

APPLICATION NO: 2
APPLICATION DATE: 8/31/2025
PERIOD TO: 8/31/2025
ARCHITECT'S PROJECT NO:

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN	G		H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)		
1	Project Manager / Engineer	\$90,069.00	\$650.00	\$8,941.90		\$9,591.90	10.65%	\$80,477.10	\$479.60
2	Superintendent	\$186,899.00	\$800.00	\$18,609.90		\$19,409.90	10.39%	\$167,489.10	\$970.50
3	Project Coordinator	\$26,000.00	\$200.00	\$2,580.00		\$2,780.00	10.69%	\$23,220.00	\$139.00
4	Pre-Construction Manager	\$5,000.00		\$1,500.00		\$1,500.00	30.00%	\$3,500.00	\$75.00
5	Truck / Mileage	\$22,200.00	\$650.00	\$2,155.00		\$2,805.00	12.64%	\$19,395.00	\$140.25
6	Project Management Software	\$3,600.00	\$150.00	\$345.00		\$495.00	13.75%	\$3,105.00	\$24.75
7	Safety Expenses	\$9,000.00	\$250.00	\$875.00		\$1,125.00	12.50%	\$7,875.00	\$56.25
8	Temp Phones / Internet / Toilets	\$7,200.00	\$500.00	\$670.00		\$1,170.00	16.25%	\$6,030.00	\$58.50
9	Office Trailer	\$18,000.00	\$1,300.00	\$1,670.00		\$2,970.00	16.50%	\$15,030.00	\$148.50
10	Tools & Equipment	\$54,000.00	\$750.00	\$5,325.00		\$6,075.00	11.25%	\$47,925.00	\$303.75
11	Project Signage	\$2,000.00		\$2,000.00		\$2,000.00	100.00%		\$100.00
12	Dumpsters	\$35,000.00	\$450.00	\$2,400.00		\$2,850.00	8.14%	\$32,150.00	\$142.50
13	General Labor / Cleaning	\$31,000.00		\$310.00		\$310.00	1.00%	\$30,690.00	\$15.50
14	Layout / Staking	\$35,000.00	\$1,000.00	\$2,500.00		\$3,500.00	10.00%	\$31,500.00	\$175.00
15	Bid Document Pricing	\$2,979.00		\$950.00		\$950.00	31.89%	\$2,029.00	\$47.50
16	Temp. Fencing	\$29,250.00	\$10,800.00	\$8,000.00		\$18,800.00	64.27%	\$10,450.00	\$940.00
17	SWPPP	\$32,650.00	\$1,500.00	\$2,500.00		\$4,000.00	12.25%	\$28,650.00	\$200.00
18	General Liability Insurance	\$5,958.00	\$550.00	\$540.80		\$1,090.80	18.31%	\$4,867.20	\$54.54
19	Fee	\$121,766.00	\$1,500.00	\$12,026.60		\$13,526.60	11.11%	\$108,239.40	\$676.33
20									
21									
22									
23									
24									
25									
	PAGE 1 TOTALS	\$717,571.00	\$21,050.00	\$73,899.20	\$0.00	\$94,949.20	13.23%	\$622,621.80	\$4,747.47

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



Memo

TO: Mayor and Council members

FROM: Jonathan Cygan, Civil Engineer

DATE: September 11, 2025

RE: Approve Pay Request #3 - Absolute Group - Forest Ave Water Main Replacement - \$83,218.46

SYNOPSIS:

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

Pay Estimate #3 - \$83,218.46

A breakdown of the contract status is as follows:

Contract Amount	-	\$388,066.50
Paid to Date	-	<u>\$294,489.21</u>
Contract Remaining	-	\$93,577.29

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

Attachments:

1. Pay Request #3



City of Clive

Payment Invoice

Forest Ave Water Main Replacement

Description	Replacement of water main
Payment Number	3
Pay Period	08/03/2025 to 09/02/2025
Prime Contractor	Absolute Group 1800 Burr Oak Blvd Granger, IA 50109
Payment Status	Pending
Awarded Project Amount	\$388,066.50
Authorized Amount	\$388,066.50

Line Number	Item	Unit	Current Paid Quantity	Unit Price	Amount
Section: 1 Description					
0020	25-141	CY	110.000	\$52.500	\$5,775.00
OFF-SITE TOPSOIL, 8"					
0030	25-004	CY	310.000	\$26.000	\$8,060.00
Excavation, Class 10					
0150	25-134	SY	127.760	\$39.000	\$4,982.64
DRIVEWAY REMOVAL, PCC					
0160	25-069	SY	150.550	\$16.000	\$2,408.80
REMOVAL OF SIDEWALK					
0170	25-073	SY	12.000	\$80.000	\$960.00
Sidewalk, PCC, 6"					
0180	25-135	SY	347.500	\$57.000	\$19,807.50
SIDEWALK, PCC, 4"					
Project Total: \$85,792.22					

Line Number	Item	Unit	Current Paid Quantity	Unit Price	Amount
0190	25-074	SF	20.000	\$58.000	\$1,160.00
Detectable Warnings					
0200	25-136	SY	173.610	\$70.000	\$12,152.70
PCC DRIVEWAY, 6"					
0210	25-076	SY	117.560	\$18.000	\$2,116.08
DRIVEWAY, GRANULAR					
0220	25-143	SY	136.380	\$150.000	\$20,457.00
FULL DEPTH PATCHES					
0230	25-088	LS	0.500	\$6,275.000	\$3,137.50
TEMPORARY TRAFFIC CONTROL					
0310	25-118	LS	0.500	\$6,050.000	\$3,025.00
Construction Survey					
0330	25-120	LS	0.500	\$3,500.000	\$1,750.00
MAINTENANCE OF POSTAL SERVICE					
					Section Total: \$85,792.22
					Project Total: \$85,792.22

Summary

Current Approved Work:	\$85,792.22	Approved Work To Date:	\$303,597.12
Current Stockpile Advancement:	\$0.00	Stockpile Advancement To Date:	\$0.00
Current Stockpile Recovery:	\$0.00	Stockpile Recovery To Date:	\$0.00
Current Retainage:	\$2,573.76	Retainage To Date:	\$9,107.91
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:	\$83,218.46	Payments To Date:	\$294,489.21
Previous Payment:	\$87,128.21	Previous Payments To Date:	\$211,270.75

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: September 11, 2025

RE: Approve Pay Request #3 - Absolute Group - Greenbelt Landing Construction Project - \$3,776.25

SYNOPSIS:

Staff recommends approval of Pay Request #3 to Absolute Group for the work completed to date on the Greenbelt Landing Project.

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

Change Order: **\$4,983.01**

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

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

Pay Request #4: **\$3,776.25**

Total Requested to Date: **\$360,103.13**

Remaining contract amount: **\$303,454.68**

Attachments:

1. Absolute Group Pay App 03 - August

TO CONTRACTOR:

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

PROJECT:

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

APPLICATION NO: 3**INVOICE NO:** 3**PERIOD:** 08/01/25 - 08/31/25**PROJECT NO:** 23046**CONTRACT NO:** SC-005 Clive Greenbelt
Landing**CONTRACT DATE:** 09/12/2024**CERTIFICATE DATE:** 08/26/2025**SUBMITTED DATE:****FROM SUBCONTRACTOR:**

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

SUBCONTRACT FOR: Absolute Group - BP #32**SUBCONTRACTOR'S APPLICATION FOR PAYMENT**

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

1.	Original Contract Sum		\$635,188.00
2.	Net change by change orders		\$28,369.81
3.	Contract Sum to date (Line 1 ± 2)		\$663,557.81
4.	Total completed and stored to date (Column G on detail sheet)		\$379,055.93
5.	Retainage:		
	a. 5.00% of completed work	\$18,952.80	
	b. 0.00% of stored material	\$0.00	
	Total retainage (Line 5a + 5b or total in column I of detail sheet)		\$18,952.80
6.	Total earned less retainage (Line 4 less Line 5 Total)		\$360,103.13
7.	Less previous certificates for payment (Line 6 from prior certificate)		\$356,326.88
8.	Current payment due:		\$3,776.25
9.	Balance to finish, including retainage (Line 3 less Line 6)		\$303,454.68

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner/Client:	\$23,386.80	\$0.00
Total approved this month:	\$4,983.01	\$0.00
Totals:	\$28,369.81	\$0.00
Net change by change orders:	\$28,369.81	

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

SUBCONTRACTOR: Absolute Group

By: _____ Date: _____

State of:

County of:

Subscribed and sworn to before
me this _____ day of _____

Notary Public:

My commission expires:

Bruce Morrow

Digitally signed by Bruce Morrow
DN:
E=Bruce.Morrow@smithgroup.com,
CN=Bruce Morrow, OU=Users,
OU=MD, DC=smithgroup, DC=com
Reason: I have reviewed this
document
Date: 2025.08.27 15:28:55-05'00'

Drew Johnson

Digitally signed by Drew
Johnson
DN: C=US,
E=drewj@dcigroup-us.com,
CN=Drew Johnson
Date: 2025.09.02
14:38:32-05'00'

Document SUMMARY SHEET, APPLICATION AND CERTIFICATE FOR PAYMENT, containing

Contractor's signed Certification is attached.

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

APPLICATION NUMBER: 3

APPLICATION DATE: 08/26/2025

PERIOD: 08/01/25 - 08/31/25

Contract Lines

A		B	C	D	E	F	G		H	I
ITEM NO.	BUDGET CODE	DESCRIPTION OF WORK	SCHEDULED VALUE	APPROVED WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
				FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
1	32-321300.000.Subcontract BP #32 - Paving	Mobilization	\$15,000.00	\$11,375.00	\$0.00	\$0.00	\$11,375.00	75.83%	\$3,625.00	\$568.75
2	32-321300.000.Subcontract BP #32 - Paving	Paving	\$359,145.50	\$241,592.85	\$3,975.00	\$0.00	\$245,567.85	68.38%	\$113,577.65	\$12,278.39
3	32-321300.000.Subcontract BP #32 - Paving	Sidewalk	\$240,542.50	\$86,646.78	\$0.00	\$0.00	\$86,646.78	36.02%	\$153,895.72	\$4,332.34
4	32-321300.000.Subcontract BP #32 - Paving	Striping/Signage	\$20,500.00	\$16,500.00	\$0.00	\$0.00	\$16,500.00	80.49%	\$4,000.00	\$825.00
TOTALS:			\$635,188.00	\$356,114.63	\$3,975.00	\$0.00	\$360,089.63	56.69%	\$275,098.37	\$18,004.48

Change Orders

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	APPROVED WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	%(G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
5	CCO #001 Absolute Group CO#1								
5.1	PCO #001 CE #001 - Construction Bulleti								
5.1.1	32-321300.000.Subcontract BP #32 - Paving	\$1,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$1,000.00	\$0.00
6	CCO #002 Absolute Group CO#2								
6.1	PCO #002 PCO #2 - CE 18, 23, 37, 39								
6.1.1	32-321300.000.Subcontract BP #32 - Paving Concrete Ready Mix Price Increase 2025	\$3,420.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$3,420.00	\$0.00
6.1.2	32-321300.000.Subcontract BP #32 - Paving Additional Sidewalk Replacement in Front of Community Building	\$2,998.80	\$2,998.30	\$0.00	\$0.00	\$2,998.30	99.98%	\$0.50	\$149.92
6.1.3	32-321300.000.Subcontract BP #32 - Paving Asphalt Paving Patch @ Driveway	\$6,350.00	\$6,350.00	\$0.00	\$0.00	\$6,350.00	100.00%	\$0.00	\$317.50
6.1.4	32-321300.000.Subcontract BP #32 - Paving Parking lot and sidewalk paving OT work	\$9,618.00	\$9,618.00	\$0.00	\$0.00	\$9,618.00	100.00%	\$0.00	\$480.90
7	CCO #003 CO#3 Absolute Group								
7.1	PCO #003 CO#3								
7.1.1	32-321300.000.Subcontract BP #32 - Paving Contract Extension	\$4,983.01	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$4,983.01	\$0.00
TOTALS:		\$28,369.81	\$18,966.30	\$0.00	\$0.00	\$18,966.30	66.85%	\$9,403.51	\$948.32

Grand Totals

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	APPROVED WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
GRAND TOTALS:		\$663,557.81	\$375,080.93	\$3,975.00	\$0.00	\$379,055.93	57.12%	\$284,501.88	\$18,952.80

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

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

APPLICATION NO: 4
PERIOD TO: 8/31/2025

DISTRIBUTION
TO:
OWNER
ARCHITECT
CONTRACTOR

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

VIA (ARCHITECT):

ARCHITECT'S
PROJECT NO: DCI Group

CONTRACT FOR: 01PM-24011 Greenbelt Landing

CONTRACT DATE:

CONTRACTOR'S APPLICATION FOR PAYMENT

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

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

1. ORIGINAL CONTRACT SUM	\$ 635,188.50
2. Net Change by Change Orders	22,525.00
3. CONTRACT SUM TO DATE (Line 1 + 2)	657,713.50
4. TOTAL COMPLETED AND STORED TO DATE	379,055.93

5. RETAINAGE:

a. 5.00 % of Completed Work \$ 18,952.80
b. 0.00 % of Stored Material \$ 0.00

Total retainage (Line 5a + 5b) \$ 18,952.80

6. TOTAL EARNED LESS RETAINAGE \$ 360,103.13
(Line 4 less Line 5 Total)

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT

(Line 6 from prior Certificate) \$ 356,326.88

8. CURRENT PAYMENT DUE \$ 3,776.25

9. BALANCE TO FINISH, INCLUDING RETAINAGE

(Line 3 less Line 6) \$ 297,610.37

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

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

By: Laney Coenen / Accountant

Date: 8.26.25

State of: IA

County of: Dallas

Subscribed and Sworn to before me this 26 Day of Aug 2025

Notary Public: Olivia Thompson

My Commission Expires: 4.12.2027



ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED \$

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

ARCHITECT:

By: Date:

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

AIA Type Document
Application and Certification for Payment

TO (OWNER): City of Clive 1900 NW 114th Str Clive, IA 50325		PROJECT: Greenbelt Landing 1900 NW 114th Str Clive, IA 50325		APPLICATION NO: 4 PERIOD TO: 8/31/2025	DISTRIBUTION TO: _ OWNER _ ARCHITECT _ CONTRACTOR
FROM (CONTRACTOR): Absolute Group Co PO Box 430 1800 Burr Oak Blvd Granger, IA 50109		VIA (ARCHITECT):		ARCHITECT'S PROJECT NO: DCI Group	

CONTRACT FOR: 01PM-24011 Greenbelt Landing

CONTRACT DATE:

ITEM	DESCRIPTION	SCHEDULE VALUE	PREVIOUS APPLICATIONS	COMPLETED THIS PERIOD	STORED MATERIAL	COMPLETED STORED	%	BALANCE	RETAINAGE
1	Mobilization	15,000.00	11,375.00	0.00	0.00	11,375.00	75.83	3,625.00	568.75
2	Paving	359,145.50	241,592.85	3,975.00	0.00	245,567.85	68.38	113,577.65	12,278.39
3	Sidewalk	240,543.00	86,646.78	0.00	0.00	86,646.78	36.02	153,896.22	4,332.34
4	Striping/Signage	20,500.00	16,500.00	0.00	0.00	16,500.00	80.49	4,000.00	825.00
CO1	Dry Creek Changes	1,000.00	0.00	0.00	0.00	0.00	0.00	1,000.00	0.00
CO2	Next Year Ready Mix	3,420.00	0.00	0.00	0.00	0.00	0.00	3,420.00	0.00
CO3	Additional Sidewalk	2,998.30	2,998.30	0.00	0.00	2,998.30	100.00	0.00	149.92
CO4	Deduct in Sidewalk	-861.30	0.00	0.00	0.00	0.00	0.00	-861.30	0.00
CO5	Temp Asphalt	6,350.00	6,350.00	0.00	0.00	6,350.00	100.00	0.00	317.50
CO6	Overtime Labor 5/10 & 5/17	9,618.00	9,618.00	0.00	0.00	9,618.00	100.00	0.00	480.90

REPORT TOTALS		\$657,713.50	\$375,080.93	\$3,975.00	\$0.00	\$379,055.93	57.63	\$278,657.57	\$18,952.80
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WAIVER OF LIEN TO DATE

STATE OF Iowa)
) ss:
COUNTY OF Dallas)

Project Name: greenbelt landing

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

The undersigned, for and in consideration of the sum of \$3,776.25 Dollars as a partial payment for its furnishing of labor and material for the above-referenced Project, the receipt of which is hereby acknowledged, does hereby waive, release, and discharge any lien claim or lien right it has or could have under the statutes of the State of Iowa to the extent of the partial payment made in exchange for this partial lien release against the above described premises, for material furnished or labor performed to this date. The undersigned states that this partial lien release is not intended to and does not release any lien claims or rights for work, labor, or materials for which payment has not yet been received by the undersigned.

Dated at **Des Moines, IA**, on the 27 day of August, 2025.

By:

Larry Owen



Memo

TO: Mayor and Council members

FROM: Jim Hagelie, Engineering Services Administrator

DATE: September 11, 2025

RE: Approve Pay Request #3 - Iowa Signal, Inc. - Douglas Parkway and Berkshire Parkway Traffic Signalization Project - \$109,381.51

SYNOPSIS:

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

Pay Estimate #3 - \$109,381.51

A breakdown of the contract status is as follows:

Contract Amount	-	\$257,906.90
Paid to Date	-	<u>\$240,777.79</u>
Contract Remaining	-	\$ 17,129.11

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

Attachments:

1. Pay Request #3



City of Clive

Payment Invoice

Douglas and Berkshire Parkway Traffic Signals

Description	New Traffic signals
Payment Number	3
Pay Period	08/03/2025 to 08/30/2025
Approval Date	09/11/2025
Prime Contractor	Iowa Signal, Inc. 3711 SE Capitol Cir. Grimes, IA 50111
Payment Status	Pending
Awarded Project Amount	\$235,174.00
Authorized Amount	\$257,906.90

Line Number	Item	Unit	Current Paid Quantity	Unit Price	Amount
Section: 1 Description					
0030	25-003	SY	11.200	\$26.000	\$291.20
Subbase, Modified, 6"					
0050	25-005	SY	66.690	\$98.500	\$6,568.97
Pavement, PCC, 9 in					
0060	25-006	SY	-10.020	\$15.000	-\$150.30
Removal of Sidewalk					
0070	25-007	SY	31.980	\$63.500	\$2,030.73
Sidewalk, PCC, 6 in.					
0080	25-008	SF	32.000	\$55.000	\$1,760.00
Detectable Warning					
0090	25-009	SY	42.790	\$22.000	\$941.38
Project Total: \$112,764.45					

Line Number	Item	Unit	Current Paid Quantity	Unit Price	Amount
Pavement Removals					
0100	25-010	LS	0.500	\$149,075.650	\$74,537.82
Traffic Signal					
0110	25-011	STA	43.920	\$130.000	\$5,709.60
Painted Pavement Markings, Solvent/Waterborne					
0120	25-012	EACH	4.000	\$100.000	\$400.00
Painted Symbols and Legends					
0130	25-013	STA	13.200	\$100.000	\$1,320.00
Pavement Markings, Removed					
0140	25-014	STA	43.920	\$80.000	\$3,513.60
Grooves Cut for Pavement Markings					
0150	25-015	EACH	4.000	\$150.000	\$600.00
Grooves Cut for Symbols and Legends					
0160	25-016	LS	0.500	\$5,750.000	\$2,875.00
Temporary Traffic Control					
0170	25-017	ACRE	0.050	\$20,000.000	\$1,000.00
Hydraulic Seeding, Seeding, fertilizing, and Mulching, Type 1					
0220	25-100	LS	0.500	\$22,732.900	\$11,366.45
Fiber optic Connection					
				Section Total: \$112,764.45	
				Project Total: \$112,764.45	

Summary

Current Approved Work:	\$112,764.45
Current Stockpile Advancement:	\$0.00
Current Stockpile Recovery:	\$0.00
Current Retainage:	\$3,382.94
Current Retainage Released:	\$0.00
Current Liquidated Damages:	\$0.00
Current Adjustment:	\$0.00
Current Payment:	\$109,381.51
Previous Payment:	\$73,667.55

Approved Work To Date:	\$248,224.53
Stockpile Advancement To Date:	\$0.00
Stockpile Recovery To Date:	\$0.00
Retainage To Date:	\$7,446.74
Retainage Released To Date:	\$0.00
Liquidated Damages To Date:	\$0.00
Adjustments To Date:	\$0.00
Payments To Date:	\$240,777.79
Previous Payments To Date:	\$131,396.28

Mayor, City of Clive	Date
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Project Engineer, Jim Hagelie	Date
-------------------------------	------

Field Engineer, Tony Clemenson	Date
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Contractor, Iowa Signal	Date
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Memo

TO: Mayor and Council members

FROM: Jonathan Cygan, Civil Engineer

DATE: September 11, 2025

RE: Approve Pay Request #5 - Caliber Concrete LLC - 2025 NW 138th St
HMA Overlay - \$41,831.26

SYNOPSIS:

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

Pay Estimate #5 - \$41,831.26

A breakdown of the contract status is as follows:

Contract Amount	- \$781,668.72
Paid to Date	- <u>\$705,027.11</u>
Contract Remaining	- \$76,641.61

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

Attachments:

1. Pay Request #5



City of Clive

Payment Invoice

NW 138TH STREET HMA OVERLAY

Description	Full depth patching and HMA overlay of NW 138th St. and Lake Point.
Payment Number	5
Pay Period	08/03/2025 to 09/02/2025
Prime Contractor	Caliber Concrete, LLC 1617 280th ST Adair, IA 50002
Payment Status	Pending
Awarded Project Amount	\$770,789.72
Authorized Amount	\$781,668.72

Line Number	Item	Unit	Current Paid Quantity	Unit Price	Amount
Section: 1 Description					
0040	25-004	EACH	2.000	\$440.000	\$880.00
CASTING EXTENSION RING					
0050	2435-0600010	EACH	1.100	\$3,200.000	\$3,520.00
MANHOLE ADJUSTMENT, MINOR					
0070	2512-1725306	LF	118.700	\$65.120	\$7,729.75
CURB AND GUTTER, P.C. CONCRETE, 3.0 FT.					
0120	25-010	SY	123.200	\$9.000	\$1,108.80
REMOVAL OF SIDEWALK					
0130	25-011	LF	169.800	\$6.000	\$1,018.80
REMOVAL OF CURB					
0140	25-012	SY	27.130	\$64.740	\$1,756.39
SIDEWALK, PCC, 4".					
Project Total:					\$44,032.90

Line Number	Item	Unit	Current Paid Quantity	Unit Price	Amount
0150	25-013	SY	60.000	\$76.610	\$4,596.60
	SIDEWALK, PCC, 6".				
0160	25-014	SF	102.000	\$50.000	\$5,100.00
	DETECTABLE WARNING				
0170	25-015	SY	8.000	\$108.570	\$868.56
	FULL DEPTH PATCHES				
0180	25-024	Ton	4.000	\$50.000	\$200.00
	SUBBASE OVER-EXCAVATION (SUBGRADE REPAIR)				
0200	25-017	LS	0.500	\$10,000.000	\$5,000.00
	TEMPORARY TRAFFIC CONTROL				
0210	25-018	LS	0.250	\$3,500.000	\$875.00
	HYDRAULIC SEEDING, SEEDING,FERTILIZING, AND MULCHING				
0220	25-019	LS	0.250	\$2,000.000	\$500.00
	EROISON CONTROL MULCHING - HYDRO MULCHING				
0270	25-081	STA	4.800	\$1,133.230	\$5,439.50
	Painted Pavement Markings, Durable				
0280	25-086	STA	4.800	\$1,133.230	\$5,439.50
	Grooves Cut for Pavement Markings				
				Section Total: \$44,032.90	
				Project Total: \$44,032.90	

Summary

Current Approved Work:	\$44,032.90	Approved Work To Date:	\$742,133.80
Current Stockpile Advancement:	\$0.00	Stockpile Advancement To Date:	\$0.00
Current Stockpile Recovery:	\$0.00	Stockpile Recovery To Date:	\$0.00
Current Retainage:	\$2,201.64	Retainage To Date:	\$37,106.69
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:	\$41,831.26	Payments To Date:	\$705,027.11
Previous Payment:	\$273,748.51	Previous Payments To Date:	\$663,195.85

Mayor, City of Clive

Date

Project Engineer, Jonathan Cygan

Date

Field Engineer, Kaleb Randel

Date

Contractor, Caliber Concrete, LLC

Date



Memo

TO: Mayor and Council members

FROM: Alyssa Welling, Administrative Assistant

DATE: September 11, 2025

RE: Approve Pay Request #5 - Country Landscapes - Greenbelt Landing Construction Project - \$46,928.12

SYNOPSIS:

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

Total contract amount: **\$925,000.00**

Change Order: **\$17,620.00**

Total Change Orders to Date: **\$17,620.00**

Contract + Change Orders: **\$942,620.00**

Pay Request #5: **\$46,928.12**

Total Requested to Date: **\$278,007.01**

Remaining contract amount: **\$664,612.99**

Attachments:

1. Country Landscapes Pay App 05 - August

TO CONTRACTOR:

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

PROJECT:

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

APPLICATION NO: 5**INVOICE NO:** 5**PERIOD:** 08/01/25 - 08/31/25**PROJECT NO:** 23046**CONTRACT NO:** SC-006 Clive Greenbelt
Landing**CONTRACT DATE:** 09/12/2024**CERTIFICATE DATE:** 08/27/2025**SUBMITTED DATE:****FROM SUBCONTRACTOR:**

Country Landscapes, Inc.
3801 East Lincoln Way
Ames, Iowa 50010

SUBCONTRACT FOR: Country Landscapes - BP #32.1**SUBCONTRACTOR'S APPLICATION FOR PAYMENT**

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

1.	Original Contract Sum		\$925,000.00
2.	Net change by change orders		\$17,620.00
3.	Contract Sum to date (Line 1 ± 2)		\$942,620.00
4.	Total completed and stored to date (Column G on detail sheet)		\$292,638.97
5.	Retainage:		
	a. 5.00% of completed work	\$8,594.83	
	b. 5.00% of stored material	\$6,037.13	
	Total retainage (Line 5a + 5b or total in column I of detail sheet)		\$14,631.96
6.	Total earned less retainage (Line 4 less Line 5 Total)		\$278,007.01
7.	Less previous certificates for payment (Line 6 from prior certificate)		\$231,078.89
8.	Current payment due:		\$46,928.12
9.	Balance to finish, including retainage (Line 3 less Line 6)		\$664,612.99

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner/Client:	\$0.00	\$0.00
Total approved this month:	\$17,620.00	\$0.00
Totals:	\$17,620.00	\$0.00
Net change by change orders:	\$17,620.00	

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

SUBCONTRACTOR: Country Landscapes, Inc.

By: _____ Date: _____

State of:

County of:

Subscribed and sworn to before
me this _____ day of _____

Notary Public:

My commission expires:

Bruce Morrow

Digitally signed by Bruce Morrow
DN:
E=Bruce.Morrow@smithgroup.com,
CN=Bruce Morrow, OU=Users,
OU=MD, DC=smithgroup, DC=com
Reason: I have reviewed this
document
Date: 2025.08.27 15:42:44-05'00'

Drew Johnson

Digitally signed by Drew
Johnson
DN: C=US,
E=drewj@dcigroup-us.com,
CN=Drew Johnson
Date: 2025.09.02
14:39:33-05'00'

Document SUMMARY SHEET, APPLICATION AND CERTIFICATE FOR PAYMENT, containing

Contractor's signed Certification is attached.

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

APPLICATION NUMBER: 5

APPLICATION DATE: 08/26/2025

PERIOD: 08/01/25 - 08/31/25

Contract Lines

A		B	C	D	E	F	G		H	I
ITEM NO.	BUDGET CODE	DESCRIPTION OF WORK	SCHEDULED VALUE	APPROVED WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
				FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
1	32-329000.000.Subcontract BP #32.1 - Landscaping	Landscaping	\$76,894.22	\$870.51	\$0.00	\$0.00	\$870.51	1.13%	\$76,023.71	\$43.53
2	32-329000.000.Subcontract BP #32.1 - Landscaping	Sodding/Seeding	\$110,837.64	\$10,462.48	\$0.00	\$0.00	\$10,462.48	9.44%	\$100,375.16	\$523.12
3	32-329000.000.Subcontract BP #32.1 - Landscaping	Irrigation	\$67,775.00	\$20,049.25	\$24,397.60	\$0.00	\$44,446.85	65.58%	\$23,328.15	\$2,222.34
4	32-329000.000.Subcontract BP #32.1 - Landscaping	Aggregate Paving	\$150,159.52	\$0.00	\$15,912.31	\$97,548.22	\$113,460.53	75.56%	\$36,698.99	\$5,673.03
5	32-329000.000.Subcontract BP #32.1 - Landscaping	Landscaping Stone	\$169,359.98	\$77,493.60	\$0.00	\$14,100.00	\$91,593.60	54.08%	\$77,766.38	\$4,579.68
6	32-329000.000.Subcontract BP #32.1 - Landscaping	Stone Block Wall	\$208,101.24	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$208,101.24	\$0.00
7	32-329000.000.Subcontract BP #32.1 - Landscaping	Accent Planting Soils	\$91,872.40	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$91,872.40	\$0.00
8	32-329000.000.Subcontract BP #32.1 - Landscaping	Project Management	\$50,000.00	\$13,622.50	\$9,088.12	\$9,094.38	\$31,805.00	63.61%	\$18,195.00	\$1,590.26
TOTALS:			\$925,000.00	\$122,498.34	\$49,398.03	\$120,742.60	\$292,638.97	31.64%	\$632,361.03	\$14,631.96

Change Orders

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	APPROVED WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	%(G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
9	CCO #001 CO#1 Country Landscapes								
9.1	PCO #001 CO#1 Country Landscapes								
9.1.1	32-329000.000.Subcontract BP #32.1 - Landscaping Contract Extension	\$17,620.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$17,620.00	\$0.00
TOTALS:		\$17,620.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$17,620.00	\$0.00

Grand Totals

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	APPROVED WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
GRAND TOTALS:		\$942,620.00	\$122,498.34	\$49,398.03	\$120,742.60	\$292,638.97	31.05%	\$649,981.03	\$14,631.96

WAIVER OF LIEN TO DATE

STATE OF Iowa)
) ss:
COUNTY OF Polk)

Project Name: **Greenbelt Landing**

WHEREAS, the undersigned has contracted with City of Clive having furnished material or labor for, or performed labor upon, a building or land for improvement, alteration or repair thereof, situated on or being real estate described as (legal description or street address of premises):
1801 NW 114th St., Clive, IA 50325

The undersigned, for and in consideration of the sum of **Forty-Nine Thousand Three Hundred Ninety-eight Dollars. 03/cents (\$49,398.03)** as a partial payment for its furnishing of labor and material for the above-referenced Project, the receipt of which is hereby acknowledged, does hereby waive, release, and discharge any lien claim or lien right it has or could have under the statutes of the State of Iowa to the extent of the partial payment made in exchange for this partial lien release against the above described premises, for material furnished or labor performed to this date. The undersigned states that this partial lien release is not intended to and does not release any lien claims or rights for work, labor, or materials for which payment has not yet been received by the undersigned.

Dated at **Ames, IA**, on the **27th** day of **August, 2025**.

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

By: *Sherry McCoy*
Business Office Manager



Memo

TO: Mayor and Council members

FROM: Matt McQuillen, City Manager

DATE: September 11, 2025

RE: Approve Pay Request #5 - LA Fulton & Sons - City Hall/Library
Remodel Project Phase 1 - \$5,049.25

SYNOPSIS:

Staff is recommending approval of pay request #5 to LA Fulton & Sons for construction completed on phase 1 of the City Hall & Library Renovation Project. LA Fulton is responsible for Prime Contracts #4 – Plumbing. The pay request was reviewed by the City's Construction Manager and Architect prior to this consideration for approval.

Prime Construction Contract #4 – Plumbing

Contract Amount	\$ 88,800.00	Contract Approved 12/12/24
Change Order #1	\$ 2,675.00	Approved by CM 3/17/25
Change Order #2	\$ 2,131.00	Approved by CM 7/7/25
Change Order #3	\$ 1,919.00	Approved by CM 7/23/25
Change Order #4	\$ 1,265.00	Approved by CM 8/22/25
Revised Contract Amount	\$ 96,790.00	

Pay Request #1	\$ 10,735.00	Approved 2/14/25
Pay Request #2	\$ 41,040.00	Approved 4/10/25
Pay Request #3	\$ 12,160.00	Approved 5/22/25
Pay Request #4	\$ 22,966.25	Approved 7/10/25
Pay Request #5	\$ 5,049.25	
Balance Remaining	\$ 4,839.50	

5% Retainage Held \$ 4,839.50

Total – Pay Request #5 \$ 5,049.25

Acct # 350-5750-6799

Attachments:

1. LA Fulton Pay App 5

TO CONTRACTOR:

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

PROJECT:

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

APPLICATION NO: 5

INVOICE NO: 5

PERIOD: 08/01/25 - 08/31/25

PROJECT NO: 23048

CONTRACT NO: SC-004 Clive City Hall

CONTRACT DATE: 12/12/2024

CERTIFICATE DATE: 09/02/2025

SUBMITTED DATE: 08/26/2025

FROM SUBCONTRACTOR:

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

SUBCONTRACT FOR: BP #4 Plumbing

SUBCONTRACTOR'S APPLICATION FOR PAYMENT

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

1.	Original Contract Sum		\$88,800.00
2.	Net change by change orders		\$7,990.00
3.	Contract Sum to date (Line 1 ± 2)		\$96,790.00
4.	Total completed and stored to date (Column G on detail sheet)		\$96,790.00
5.	Retainage:		
	a. 5.00% of completed work	\$4,839.50	
	b. 0.00% of stored material	\$0.00	
	Total retainage (Line 5a + 5b or total in column I of detail sheet)		\$4,839.50
6.	Total earned less retainage (Line 4 less Line 5 Total)		\$91,950.50
7.	Less previous certificates for payment (Line 6 from prior certificate)		\$86,901.25
8.	Current payment due:		\$5,049.25
9.	Balance to finish, including retainage (Line 3 less Line 6)		\$4,839.50

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner/Client:	\$2,675.00	\$0.00
Total approved this month:	\$5,315.00	\$0.00
Totals:	\$7,990.00	\$0.00
Net change by change orders:	\$7,990.00	

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

SUBCONTRACTOR: L.A. Fulton & Sons

By: _____

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

Contract #SC-004 Clive ...

New Workflow Started
8/26/2025 at 7:02 AM CDT

Workflow:
Commitment Invoicing w/Secondary Review

PM Review
8/26/2025 at 9:46 PM CDT

Decision Type
First responder decides

Result
Responders agree

Responded

PM

Drew Johnson:
Secondary Review

Secondary Review
8/28/2025 at 10:46 AM CDT

Decision Type
First responder decides

Result
Responders agree

Responded

Designer

Thomas Thatcher: Approve

Approved
8/28/2025 at 10:46 AM CDT

PERIOD: 08/01/25 - 08/31/25

A		B	C	D	E	F	G		H	I
ITEM NO.	BUDGET CODE	DESCRIPTION OF WORK	SCHEDULED VALUE	APPROVED WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
				FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
1	22-220000.000.Subcontract BP #4 Plumbing	Project Management	\$5,000.00	\$5,000.00	\$0.00	\$0.00	\$5,000.00	100.00%	\$0.00	\$250.00
2	22-220000.000.Subcontract BP #4 Plumbing	Demolition - Labor	\$3,500.00	\$3,500.00	\$0.00	\$0.00	\$3,500.00	100.00%	\$0.00	\$175.00
3	22-220000.000.Subcontract BP #4 Plumbing	Demolition - Materials	\$1,000.00	\$1,000.00	\$0.00	\$0.00	\$1,000.00	100.00%	\$0.00	\$50.00
4	22-220000.000.Subcontract BP #4 Plumbing	Underground Plumbing - Labor	\$6,900.00	\$6,900.00	\$0.00	\$0.00	\$6,900.00	100.00%	\$0.00	\$345.00
5	22-220000.000.Subcontract BP #4 Plumbing	Underground Plumbing - Material	\$5,800.00	\$5,800.00	\$0.00	\$0.00	\$5,800.00	100.00%	\$0.00	\$290.00
6	22-220000.000.Subcontract BP #4 Plumbing	Above Ground Plumbing - Labor	\$18,200.00	\$18,200.00	\$0.00	\$0.00	\$18,200.00	100.00%	\$0.00	\$910.00
7	22-220000.000.Subcontract BP #4 Plumbing	Above Ground Plumbing - Material	\$12,100.00	\$12,100.00	\$0.00	\$0.00	\$12,100.00	100.00%	\$0.00	\$605.00
8	22-220000.000.Subcontract BP #4 Plumbing	Plumbing Fixtures - Labor	\$6,400.00	\$6,400.00	\$0.00	\$0.00	\$6,400.00	100.00%	\$0.00	\$320.00
9	22-220000.000.Subcontract BP #4 Plumbing	Plumbing Fixtures - Material	\$23,300.00	\$23,300.00	\$0.00	\$0.00	\$23,300.00	100.00%	\$0.00	\$1,165.00
10	22-220000.000.Subcontract BP #4 Plumbing	Plumbing Insulation	\$6,600.00	\$6,600.00	\$0.00	\$0.00	\$6,600.00	100.00%	\$0.00	\$330.00
TOTALS:			\$88,800.00	\$88,800.00	\$0.00	\$0.00	\$88,800.00	100.00%	\$0.00	\$4,440.00

[illegible]

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	APPROVED WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	%(G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
12.1.1	22-220000.000.Subcontract BP #4 Plumbing Library Restroom Water Line	\$2,131.00	\$0.00	\$2,131.00	\$0.00	\$2,131.00	100.00%	\$0.00	\$106.55
13	CCO #003 LA Fulton Change Order #3								
13.1	PCO #003 CO#3 LA Fulton								
13.1.1	22-220000.000.Subcontract BP #4 Plumbing Geberit Wall Carrier Substitution	\$1,919.00	\$0.00	\$1,919.00	\$0.00	\$1,919.00	100.00%	\$0.00	\$95.95
14	CCO #004 LA Fulton Change Order #4								
14.1	PCO #004 CO#4 LA Fulton								
14.1.1	22-220000.000.Subcontract BP #4 Plumbing Leisure Services Room Mop Sink Sanitary Line Reconnection	\$1,265.00	\$0.00	\$1,265.00	\$0.00	\$1,265.00	100.00%	\$0.00	\$63.25
TOTALS:		\$7,990.00	\$2,675.00	\$5,315.00	\$0.00	\$7,990.00	100.00%	\$0.00	\$399.50

Grand Totals

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	APPROVED WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
GRAND TOTALS:		\$96,790.00	\$91,475.00	\$5,315.00	\$0.00	\$96,790.00	100.00%	\$0.00	\$4,839.50



Memo

TO: Mayor and Council members

FROM: Jim Hagelie, Engineering Services Administrator

DATE: September 11, 2025

RE: Approve Pay Request #6 - Concrete Technologies, Inc. - Alice's Road Phase 1A Reconstruction Project - \$441,584.51

SYNOPSIS:

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

Pay Estimate #6 - \$441,584.51

A breakdown of the contract status is as follows:

Contract Amount	-	\$4,403,044.31
Paid to Date	-	<u>\$1,541,951.76</u>
Contract Remaining	-	\$2,861,092.55

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

Attachments:

1. Pay Request #6



City of Clive

Payment Invoice

Alice's road Improvements, Phase 1A

Description	Alice's Road Reconstruction Between Horizon Dr. to Dellwood Dr.
Payment Number	6
Pay Period	08/03/2025 to 08/30/2025
Approval Date	09/11/2025
Prime Contractor	CTI-01 1001 SE 37th St. Grimes, IA 50111
Payment Status	Pending
Awarded Project Amount	\$4,294,120.31
Authorized Amount	\$4,403,044.31

Line Number	Item	Unit	Current Paid Quantity	Unit Price	Amount
Section: 1 Description					
0160	25-016	LF	503.000	\$72.500	\$36,467.50
Storm Sewer, Trenched, Class 3 RCP, 15in					
0170	25-017	LF	80.000	\$74.750	\$5,980.00
Storm Sewer, Trenched, Class 3 RCP, 18 in					
0180	25-018	LF	542.000	\$87.850	\$47,614.70
Storm Sewer, Trenched, Class 3 RCP, 24"					
0190	25-019	LF	736.000	\$113.100	\$83,241.60
Storm Sewer, Trenched, Class 3 RCP, 30 in					
0220	25-022	LF	24.000	\$313.100	\$7,514.40
Storm Sewer, Trenched, Class 3 RCP, 66 in					
0280	25-028	EACH	1.000	\$7,470.000	\$7,470.00
Project Total:					\$464,825.80

Line Number	Item	Unit	Current Paid Quantity	Unit Price	Amount
Pipe Apron, RCP, 66"					
0390	25-039	LF	95.000	\$62.600	\$5,947.00
Watermain, Trenched, PVC, 12"					
0400	25-040	LB	282.000	\$9.550	\$2,693.10
Fitting					
0430	25-043	EACH	1.000	\$4,040.000	\$4,040.00
Valve, Gate, 12"					
0550	25-055	EACH	2.000	\$53,530.000	\$107,060.00
Hydrodynamic Separator					
0570	25-057	EACH	5.000	\$7,070.000	\$35,350.00
STORM SEWER INTAKE, SW-505					
0580	25-058	EACH	11.000	\$10,500.000	\$115,500.00
STORM SEWER INTAKE, SW-506					
0880	25-088	LS	0.100	\$19,500.000	\$1,950.00
TEMPORARY TRAFFIC CONTROL					
1000	25-100	LS	0.100	\$4,545.000	\$454.50
SWPPP-Management					
1180	25-118	LS	0.100	\$26,775.000	\$2,677.50
Construction Survey					
1200	25-120	LS	0.100	\$3,795.000	\$379.50
MAINTENANCE OF POSTAL SERVICE					
1210	25-121	LS	0.100	\$4,860.000	\$486.00
Maintenance of Solid Waste Collection					
				Section Total: \$464,825.80	
				Project Total: \$464,825.80	

Summary

Current Approved Work:	\$464,825.80	Approved Work To Date:	\$1,623,107.12
Current Stockpile Advancement:	\$0.00	Stockpile Advancement To Date:	\$0.00
Current Stockpile Recovery:	\$0.00	Stockpile Recovery To Date:	\$0.00
Current Retainage:	\$23,241.29	Retainage To Date:	\$81,155.36
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:	\$441,584.51	Payments To Date:	\$1,541,951.76
Previous Payment:	\$303,615.29	Previous Payments To Date:	\$1,100,367.25

Mayor, City of Clive

Date

Project Engineer, Jim Hagelie

Date

Field Engineer, Tony Clemenson

Date

Contractor, Concrete Technologies Inc.

Date



Memo

TO: Mayor and Council members

FROM: Matt McQuillen, City Manager

DATE: September 11, 2025

RE: Approve Pay Request #6 - DeVries Electric - City Hall/Library Remodel
Phase 1 Project - \$147,337.75

SYNOPSIS:

Staff is recommending approval of pay request #6 to DeVries Electric for construction completed on phase 1 of the City Hall & Library Renovation Project. DeVries is responsible for Prime Contracts #5 – Electrical & Low Voltage. The pay request was reviewed by the City's Construction Manager and Architect prior to this consideration for approval.

Prime Construction Contract #5 – Electrical & Low Voltage

Contract Amount	\$ 613,400.00	Contract Approved 12/12/24
Change Order #1	\$ 1,331.77	Approved by City Council 3/13/25
Change Order #2	\$ 3,447.62	Approved by CM 3/4/25
Change Order #3	\$ 5,241.59	Approved by CM 5/7/25
Change Order #4	\$ 15,521.78	Approved by CM 7/7/25
Change Order #5	\$ 1,447.85	Approved by CM 7/23/25
Revised Contract Amount	\$ 640,390.61	

Pay Request #1	\$ 86,239.10	Approved 3/13/25
Pay Request #2	\$ 63,765.90	Approved 4/10/25
Pay Request #3	\$ 183,068.80	Approved 5/22/25
Pay Request #4	\$ 88,331.00	Approved 6/12/25
Pay Request #5	\$ 23,663.92	Approved 7/10/25
Pay Request #6	\$ 147,337.75	
Balance Remaining	\$ 47,984.14	

5% Retainage Held \$ 31,179.29

Total – Pay Request #6 \$ 147,337.75

Acct # 350-5750-6799

Attachments:

1. DeVries Pay App 6

TO CONTRACTOR:

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

PROJECT:

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

APPLICATION NO: 6

INVOICE NO: 6

PERIOD: 08/01/25 - 08/31/25

PROJECT NO: 23048

CONTRACT NO: SC-005 Clive City Hall

CONTRACT DATE: 12/12/2024

CERTIFICATE DATE: 09/02/2025

SUBMITTED DATE:

FROM SUBCONTRACTOR:

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

SUBCONTRACT FOR: BP #5 Electrical

SUBCONTRACTOR'S APPLICATION FOR PAYMENT

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

1.	Original Contract Sum		\$613,400.00
2.	Net change by change orders		\$26,990.61
3.	Contract Sum to date (Line 1 ± 2)		\$640,390.61
4.	Total completed and stored to date (Column G on detail sheet)		\$623,585.76
5.	Retainage:		
	a. 5.00% of completed work	\$31,179.29	
	b. 0.00% of stored material	\$0.00	
	Total retainage (Line 5a + 5b or total in column I of detail sheet)		\$31,179.29
6.	Total earned less retainage (Line 4 less Line 5 Total)		\$592,406.47
7.	Less previous certificates for payment (Line 6 from prior certificate)		\$445,068.72
8.	Current payment due:		\$147,337.75
9.	Balance to finish, including retainage (Line 3 less Line 6)		\$47,984.14

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner/Client:	\$10,791.98	\$(771.00)
Total approved this month:	\$16,969.63	\$0.00
Totals:	\$27,761.61	\$(771.00)
Net change by change orders:	\$26,990.61	

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

SUBCONTRACTOR: DeVries Electric

By: _____

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

Contract #SC-005 Clive ...

New Workflow Started
8/25/2025 at 11:04 AM CDT

Workflow:
Commitment Invoicing w/Secondary Review

PM Review
8/26/2025 at 9:43 PM CDT

Decision Type
First responder decides

Result
Responders agree

Responded

PM

Drew Johnson:
Secondary Review

Secondary Review
8/28/2025 at 10:57 AM CDT

Decision Type
First responder decides

Result
Responders agree

Responded

Designer

Thomas Thatcher: Approve

Approved
8/28/2025 at 10:57 AM CDT

Document SUMMARY SHEET, APPLICATION AND CERTIFICATE FOR PAYMENT, containing

Contractor's signed Certification is attached.

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

APPLICATION NUMBER: 6

APPLICATION DATE: 08/27/2025

PERIOD: 08/01/25 - 08/31/25

Contract Lines

A		B	C	D	E	F	G		H	I
ITEM NO.	BUDGET CODE	DESCRIPTION OF WORK	SCHEDULED VALUE	APPROVED WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	%(G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
				FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
1	26-260000.000.Subcontract BP #5 Electrical	Rough-in Conduit, Boxes, Fittings - Material	\$92,400.00	\$91,855.00	\$0.00	\$0.00	\$91,855.00	99.41%	\$545.00	\$4,592.75
2	26-260000.000.Subcontract BP #5 Electrical	Rough-in Conduit, Boxes, Fittings - Labor	\$38,000.00	\$37,059.00	\$0.00	\$0.00	\$37,059.00	97.52%	\$941.00	\$1,852.95
3	26-260000.000.Subcontract BP #5 Electrical	Transformers, Breakers, Panelboards, UPC - Material	\$10,000.00	\$10,000.00	\$0.00	\$0.00	\$10,000.00	100.00%	\$0.00	\$500.00
4	26-260000.000.Subcontract BP #5 Electrical	Transformers, Breakers, Panelboards, UPC - Labor	\$2,000.00	\$2,000.00	\$0.00	\$0.00	\$2,000.00	100.00%	\$0.00	\$100.00
5	26-260000.000.Subcontract BP #5 Electrical	Lighting Fixtures, Controls - Material	\$63,000.00	\$62,650.00	\$0.00	\$0.00	\$62,650.00	99.44%	\$350.00	\$3,132.50
6	26-260000.000.Subcontract BP #5 Electrical	Lighting Fixtures Controls - Labor	\$6,000.00	\$6,000.00	\$0.00	\$0.00	\$6,000.00	100.00%	\$0.00	\$300.00
7	26-260000.000.Subcontract BP #5 Electrical	Access Control, Audio Video, Intrusion - Material	\$200,000.00	\$28,000.00	\$172,000.00	\$0.00	\$200,000.00	100.00%	\$0.00	\$10,000.00
8	26-260000.000.Subcontract BP #5 Electrical	Access Control, Audio Video, Intrusion - Labor	\$92,000.00	\$6,000.00	\$86,000.00	\$0.00	\$92,000.00	100.00%	\$0.00	\$4,600.00
9	26-260000.000.Subcontract BP #5 Electrical	Fire Alarm System - Material	\$17,000.00	\$14,861.00	\$2,139.00	\$0.00	\$17,000.00	100.00%	\$0.00	\$850.00
10	26-260000.000.Subcontract BP #5 Electrical	Fire Alarm System - Labor	\$3,000.00	\$2,000.00	\$1,000.00	\$0.00	\$3,000.00	100.00%	\$0.00	\$150.00
11	26-260000.000.Subcontract BP #5 Electrical	Conductors - Copper, Feeder, Branch Wiring - Material	\$46,000.00	\$45,465.00	\$535.00	\$0.00	\$46,000.00	100.00%	\$0.00	\$2,300.00
12	26-260000.000.Subcontract BP #5 Electrical	Conductors - Copper, Feeder, Branch Wiring - Labor	\$4,000.00	\$3,500.00	\$500.00	\$0.00	\$4,000.00	100.00%	\$0.00	\$200.00
13	26-260000.000.Subcontract BP #5 Electrical	Data, Equipment, Cabling - Material	\$22,000.00	\$21,000.00	\$1,000.00	\$0.00	\$22,000.00	100.00%	\$0.00	\$1,100.00
14	26-260000.000.Subcontract BP #5 Electrical	Data, Equipment, Cabling - Labor	\$11,000.00	\$8,540.00	\$2,460.00	\$0.00	\$11,000.00	100.00%	\$0.00	\$550.00
15	26-260000.000.Subcontract BP #5 Electrical	Finish Devices, Switches, Outlets, Floor Boxes - Material	\$5,000.00	\$3,984.00	\$1,016.00	\$0.00	\$5,000.00	100.00%	\$0.00	\$250.00
16	26-260000.000.Subcontract	Finish Devices, Switches, Outlets, Floor Boxes - Labor	\$2,000.00	\$800.00	\$1,200.00	\$0.00	\$2,000.00	100.00%	\$0.00	\$100.00

A		B	C	D	E	F	G		H	I
ITEM NO.	BUDGET CODE	DESCRIPTION OF WORK	SCHEDULED VALUE	APPROVED WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
				FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
	BP #5 Electrical									
TOTALS:			\$613,400.00	\$343,714.00	\$267,850.00	\$0.00	\$611,564.00	99.70%	\$1,836.00	\$30,578.20

Change Orders

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	APPROVED WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	%(G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
17	CCO #001 DeVries CO#1								
17.1	PCO #002 CE #003 - New Sliding Entry Do								
17.1.1	26-260000.000.Subcontract BP #5 Electrical	\$1,331.77	\$1,331.77	\$0.00	\$0.00	\$1,331.77	100.00%	\$0.00	\$66.59
18	CCO #002 DeVries CO#2								
18.1	PCO #001 CE #002 - ITC 01 Audio Visual								
18.1.1	26-260000.000.Subcontract BP #5 Electrical	\$734.24	\$734.24	\$0.00	\$0.00	\$734.24	100.00%	\$0.00	\$36.71
18.1.2	26-260000.000.Subcontract BP #5 Electrical	\$2,713.38	\$2,713.38	\$0.00	\$0.00	\$2,713.38	100.00%	\$0.00	\$135.67
19	CCO #003 DeVries CO#3								
19.1	PCO #003 DeVries PCO#3								
19.1.1	26-260000.000.Subcontract BP #5 Electrical ITC 6	\$6,012.59	\$0.00	\$6,012.59	\$0.00	\$6,012.59	100.00%	\$0.00	\$300.63
19.1.2	26-260000.000.Subcontract BP #5 Electrical ITC 07	\$(771.00)	\$0.00	\$(771.00)	\$0.00	\$(771.00)	100.00%	\$0.00	\$(38.55)
20	CCO #004 DeVries CO#4								
20.1	PCO #004 PCO #4 - DeVries								
20.1.1	26-260000.000.Subcontract BP #5 Electrical ITC 08	\$572.62	\$0.00	\$572.62	\$0.00	\$572.62	100.00%	\$0.00	\$28.63
20.1.2	26-260000.000.Subcontract BP #5 Electrical ITC 10 and 11	\$14,949.16	\$0.00	\$1,428.16	\$0.00	\$1,428.16	9.55%	\$13,521.00	\$71.41
21	CCO #005 DeVries CO#5								
21.1	PCO #005 CO#5 DeVries								
21.1.1	26-260000.000.Subcontract BP #5 Electrical New 2" Data Conduit IT 258	\$223.02	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$223.02	\$0.00
21.1.2	26-260000.000.Subcontract BP #5 Electrical RFI #64 Library Can Light Switches	\$1,224.83	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$1,224.83	\$0.00
TOTALS:		\$26,990.61	\$4,779.39	\$7,242.37	\$0.00	\$12,021.76	44.54%	\$14,968.85	\$601.09

Grand Totals

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	APPROVED WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	%(G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
GRAND TOTALS:		\$640,390.61	\$348,493.39	\$275,092.37	\$0.00	\$623,585.76	97.38%	\$16,804.85	\$31,179.29

WAIVER OF LIEN TO DATE

STATE OF Iowa)
) ss:
COUNTY OF Marion)

Project Name: Clive City Hall
and Library

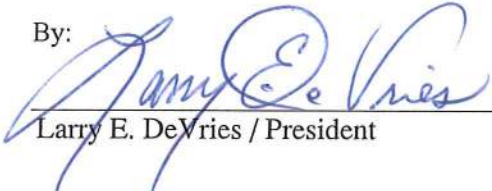
WHEREAS, the undersigned has contracted with City of Clive having furnished material or labor for, or performed labor upon, a building or land for improvement, alteration or repair thereof, situated on or being real estate described as (legal description or street address of premises):
1900 NW 114th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

The undersigned, for and in consideration of the sum of 445,068.72 Dollars as a partial payment for its furnishing of labor and material for the above-referenced Project, the receipt of which is hereby acknowledged, does hereby waive, release, and discharge any lien claim or lien right it has or could have under the statutes of the State of Iowa to the extent of the partial payment made in exchange for this partial lien release against the above described premises, for material furnished or labor performed to this date. The undersigned states that this partial lien release is not intended to and does not release any lien claims or rights for work, labor, or materials for which payment has not yet been received by the undersigned.

Dated at Pella, IA, on the 25th day of August, 2025.

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

By:



Larry E. DeVries / President



Document G732™ – 2009

Application and Certificate for Payment, Construction Manager as Adviser Edition

TO OWNER:	DCI GROUP 220 SE 6TH STREET, STE. 200 DES MOINES, IA 50309	PROJECT:	CLIVE CITY HALL & LIBRARY RENOVATION 1900 NW 114TH STREET CLIVE, IA 50325	APPLICATION NO:	6	DISTRIBUTION TO:	
FROM	DE VRIES ELECTRIC, INC. P.O. BOX 260 ONE PROGRESSIVE DRIVE PELLA, IA 50219	VIA CONSTRUCTION		PERIOD TO:	8/25/2025	OWNER	☐
CONTRACTOR:		MANAGER:		CONTRACT DATE:	12/18/2024	CONSTRUCTION MANAGER	☐
				PROJECT NOS:	/ /	ARCHITECT	☐
CONTRACT FOR:	ELECTRICAL	VIA ARCHITECT:	OPN ARCHITECTS			CONTRACTOR	☐
						FIELD	☐
						OTHER	☐

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM.....	\$ 613,400.00
2. NET CHANGES IN THE WORK.....	\$ 26,990.61
3. CONTRACT SUM TO DATE (Line 1 ± 2)	\$ 640,390.61
4. TOTAL COMPLETED AND STORED TO DATE (Column G on G703)	\$ 623,585.76
5. RETAINAGE:	
a. 5 % of Completed Work (Column D + E on G703)	\$ 31,179.29
b. 0 % of Stored Material (Column F on G703)	\$ 0.00
Total Retainage (Lines 5a + 5b, or Total in Column I on G703)	\$ 31,179.29
6. TOTAL EARNED LESS RETAINAGE.....	\$ 592,406.47
(Line 4 minus Line 5 Total)	
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT.....	445,068.72
(Line 6 from prior Certificate)	
8. CURRENT PAYMENT DUE.....	\$ 147,337.75
9. BALANCE TO FINISH, INCLUDING RETAINAGE	
(Line 3 minus Line 6)	\$ 47,984.14

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

CONTRACTOR: DE VRIES ELECTRIC, INC.

By: Diane Van Vark

Date: 08-25-25

State of: Illinois

County of: Marion

Subscribed and sworn to before

me this 25th day of August 2025

Notary Public: Diane Van Vark

My Commission expires: 12-22-27



CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED..... \$

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

CONSTRUCTION MANAGER:

By: _____

Date: _____

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

By: _____

Date: _____

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

SUMMARY OF CHANGES IN THE WORK	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$ 10,020.98	\$ 0.00
Total approved this month, including Construction Change Directives	\$ 16,969.63	\$ 0.00
TOTALS	\$ 26,990.61	\$ 0.00
NET CHANGES IN THE WORK	\$ 26,990.61	

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

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CONTINUATION SHEET

AIA DOCUMENT G703 (Instructions on reverse side)

PAGE 6 OF 6 PAGES

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

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

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

APPLICATION NO.: 6
APPLICATION DATE: 8/25/2025
PERIOD TO: 8/25/2025

ARCHITECT'S PROJECT NO.:

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G		H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE) RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)		
A	ROUGH-IN CONDUIT, BOXES, FITTINGS	92,400.00	91,855.00	0.00	0.00	91,855.00	99	545.00	4,592.75
B	LABOR	38,000.00	37,059.00	0.00	0.00	37,059.00	98	941.00	1,852.95
C	TRANSFORMER, BREAKERS, PANELBOARDS, UPS	10,000.00	10,000.00	0.00	0.00	10,000.00	100	0.00	500.00
D	LABOR	2,000.00	2,000.00	0.00	0.00	2,000.00	100	0.00	100.00
E	LIGHTING FIXTURES, CONTROLS	63,000.00	62,650.00	0.00	0.00	62,650.00	99	350.00	3,132.50
F	LABOR	6,000.00	6,000.00	0.00	0.00	6,000.00	100	0.00	300.00
G	ACCESS CONTROL, AUDIO VIDEO, INTRUSION	200,000.00	28,000.00	172,000.00	0.00	200,000.00	100	0.00	10,000.00
H	LABOR	92,000.00	6,000.00	86,000.00	0.00	92,000.00	100	0.00	4,600.00
I	FIRE ALARM SYSTEM	17,000.00	14,861.00	2,139.00	0.00	17,000.00	100	0.00	850.00
J	LABOR	3,000.00	2,000.00	1,000.00	0.00	3,000.00	100	0.00	150.00
K	CONDUCTORS-COPPER, FEEDER, BRANCH WIRING	46,000.00	45,465.00	535.00	0.00	46,000.00	100	0.00	2,300.00
L	LABOR	4,000.00	3,500.00	500.00	0.00	4,000.00	100	0.00	200.00
M	DATA, EQUIPMENT, CABLING	22,000.00	21,000.00	1,000.00	0.00	22,000.00	100	0.00	1,100.00
N	LABOR	11,000.00	8,540.00	2,460.00	0.00	11,000.00	100	0.00	550.00
O	FINISH DEVICES, SWITCHES, OUTLETS, FLOOR BOXES	5,000.00	3,984.00	1,016.00	0.00	5,000.00	100	0.00	250.00
P	LABOR	2,000.00	800.00	1,200.00	0.00	2,000.00	100	0.00	100.00
1	CHANGE ORDER #1	1,331.77	1,331.77	0.00	0.00	1,331.77	100	0.00	66.59
2	CHANGE ORDER #2	3,447.62	3,447.62	0.00	0.00	3,447.62	100	0.00	172.38



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G703-1992

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CONTINUATION SHEET

AIA DOCUMENT G703 (Instructions on reverse side)

PAGE 2 OF 2 PAGES

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

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

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

APPLICATION NO.: 6
APPLICATION DATE: 8/25/2025
PERIOD TO: 8/25/2025

ARCHITECT'S PROJECT NO.:

[illegible]

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G703-1992

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Memo

TO: Mayor and Council members

FROM: Matt McQuillen, City Manager

DATE: September 11, 2025

RE: Approve Pay Request #8 - Keystone Construction - City Hall/Library Remodel Phase 1 Project - \$15,429.73

SYNOPSIS:

Staff is recommending approval of pay request #8 to Keystone Construction for construction completed on phase 1 of the City Hall & Library Renovation Project. Keystone is responsible for Prime Contracts #1 – General Construction and #7 – Asbestos Remediation and Demolition. The pay request was reviewed by the City's Construction Manager and Architect prior to this consideration for approval.

Prime Construction Contract #1 – General Construction and #7 – Asbestos Abatement and Demolition

Contract Amount	\$ 958,900.00	Contract Approved 12/12/24
Change Order #1	\$ 1,166.15	Approved by City Council 3/13/25
Change Order #2	\$ 12,026.98	Approved by CM 4/7/25
Change Order #3	\$ 20,417.43	Approved by CM 5/7/25
Change Order #4	\$ 24,775.82	Approved by CM 6/24/25
Change Order #5	\$ 3,148.04	Approved by CM 7/7/25
Change Order #6	\$ 22,525.96	Approved by CM 7/24/25
Revised Contract Amount	\$ 1,042,960.38	
Pay Request #1	\$ 54,395.10	Approved 2/14/25
Pay Request #2	\$ 77,778.16	Approved 3/13/25
Pay Request #3	\$ 142,591.91	Approved 4/10/25
Pay Request #4	\$ 190,342.92	Approved 5/22/25
Pay Request #5	\$ 175,460.43	Approved 6/12/25
Pay Request #6	\$ 196,015.88	Approved 7/10/25
Pay Request #7	\$ 114,034.57	Approved 8/14/25
Pay Request #8	\$ 15,429.73	
Balance Remaining	\$ 76,911.68	
5% Retainage Held	\$ 50,844.72	

Total – Pay Request #8 **\$ 15,429.73**

Acct # 350-5750-6799

Attachments:

1. Keystone Pay App 8

TO CONTRACTOR:

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

PROJECT:

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

APPLICATION NO: 8

INVOICE NO: No. 08 - August

PERIOD: 08/01/25 - 08/31/25

PROJECT NO: 23048

CONTRACT NO: SC-001 Clive City Hall

CONTRACT DATE: 12/12/2024

CERTIFICATE DATE: 09/02/2025

SUBMITTED DATE: 08/26/2025

FROM SUBCONTRACTOR:

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

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

SUBCONTRACTOR'S APPLICATION FOR PAYMENT

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

1.	Original Contract Sum	\$958,900.00
2.	Net change by change orders	\$84,060.38
3.	Contract Sum to date (Line 1 ± 2)	\$1,042,960.38
4.	Total completed and stored to date (Column G on detail sheet)	\$1,016,893.42
5.	Retainage:	
	a. 5.00% of completed work	\$50,844.72
	b. 0.00% of stored material	\$0.00
	Total retainage (Line 5a + 5b or total in column I of detail sheet)	\$50,844.72
6.	Total earned less retainage (Line 4 less Line 5 Total)	\$966,048.70
7.	Less previous certificates for payment (Line 6 from prior certificate)	\$950,618.97
8.	Current payment due:	\$15,429.73
9.	Balance to finish, including retainage (Line 3 less Line 6)	\$76,911.68

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner/Client:	\$85,830.46	\$(1,770.08)
Total approved this month:	\$0.00	\$0.00
Totals:	\$85,830.46	\$(1,770.08)
Net change by change orders:	\$84,060.38	

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

SUBCONTRACTOR: Keystone Construction Services LLC

By: _____

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

Contract #SC-001 Clive C... ⋮ ✕

New Workflow Started

8/26/2025 at 1:05 PM CDT

Workflow:

Commitment Invoicing w/Secondary Review

PM Review

8/26/2025 at 9:40 PM CDT

Decision Type

First responder decides ?

Result

Responders agree

Responded

PM

Drew Johnson: Secondary Review

Secondary Review

8/29/2025 at 11:01 AM CDT

Decision Type

First responder decides ?

Result

Responders agree

Responded

Designer

Thomas Thatcher: Approve

Approved

8/29/2025 at 11:01 AM CDT

Document SUMMARY SHEET, APPLICATION AND CERTIFICATE FOR PAYMENT, containing

APPLICATION NUMBER: 8

Contractor's signed Certification is attached.

APPLICATION DATE: 08/27/2025

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

PERIOD: 08/01/25 - 08/31/25

Contract Lines

A		B	C	D	E	F	G		H	I
ITEM NO.	BUDGET CODE	DESCRIPTION OF WORK	SCHEDULED VALUE	APPROVED WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	%(G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
				FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
1	2-24100.000.Subcontract BP #1 & BP#7 - General/Demo	General Requirements	\$179,307.00	\$179,307.00	\$0.00	\$0.00	\$179,307.00	100.00%	\$0.00	\$8,965.35
2	2-24100.000.Subcontract BP #1 & BP#7 - General/Demo	Temp Facilities and Controls	\$4,564.00	\$4,564.00	\$0.00	\$0.00	\$4,564.00	100.00%	\$0.00	\$228.20
3	2-24100.000.Subcontract BP #1 & BP#7 - General/Demo	Demolition	\$52,091.00	\$52,091.00	\$0.00	\$0.00	\$52,091.00	100.00%	\$0.00	\$2,604.55
4	2-24100.000.Subcontract BP #1 & BP#7 - General/Demo	Asbestos Abatement	\$19,300.00	\$19,300.00	\$0.00	\$0.00	\$19,300.00	100.00%	\$0.00	\$965.00
5	2-24100.000.Subcontract BP #1 & BP#7 - General/Demo	Cast-In-Place Concrete	\$12,130.00	\$12,130.00	\$0.00	\$0.00	\$12,130.00	100.00%	\$0.00	\$606.50
6	2-24100.000.Subcontract BP #1 & BP#7 - General/Demo	Concrete Finishing	\$1,500.00	\$1,500.00	\$0.00	\$0.00	\$1,500.00	100.00%	\$0.00	\$75.00
7	2-24100.000.Subcontract BP #1 & BP#7 - General/Demo	Unit Masonry	\$34,800.00	\$34,800.00	\$0.00	\$0.00	\$34,800.00	100.00%	\$0.00	\$1,740.00
8	2-24100.000.Subcontract BP #1 & BP#7 - General/Demo	Structural Steel Framing	\$20,910.00	\$20,910.00	\$0.00	\$0.00	\$20,910.00	100.00%	\$0.00	\$1,045.50
9	2-24100.000.Subcontract BP #1 & BP#7 - General/Demo	Rough Carpentry	\$13,210.00	\$13,210.00	\$0.00	\$0.00	\$13,210.00	100.00%	\$0.00	\$660.50
10	2-24100.000.Subcontract BP #1 & BP#7 - General/Demo	Finish Carpentry	\$25,839.00	\$25,839.00	\$0.00	\$0.00	\$25,839.00	100.00%	\$0.00	\$1,291.96
11	2-24100.000.Subcontract BP #1 & BP#7 - General/Demo	Architectural Wood Casework	\$102,928.00	\$102,928.00	\$0.00	\$0.00	\$102,928.00	100.00%	\$0.00	\$5,146.40
12	2-24100.000.Subcontract BP #1 & BP#7 - General/Demo	Firestopping	\$1,500.00	\$1,500.00	\$0.00	\$0.00	\$1,500.00	100.00%	\$0.00	\$75.00
13	2-24100.000.Subcontract BP #1 & BP#7 - General/Demo	Joint Sealants	\$1,500.00	\$1,500.00	\$0.00	\$0.00	\$1,500.00	100.00%	\$0.00	\$75.00
14	2-24100.000.Subcontract BP #1 & BP#7 - General/Demo	Hollow Metal Doors and Frames	\$67,780.00	\$42,880.00	\$0.00	\$0.00	\$42,880.00	63.26%	\$24,900.00	\$2,144.00
15	2-24100.000.Subcontract BP #1 & BP#7 - General/Demo	Access Doors and Panels	\$500.00	\$500.00	\$0.00	\$0.00	\$500.00	100.00%	\$0.00	\$25.00
16	2-24100.000.Subcontract	Folding Grilles	\$9,580.00	\$9,580.00	\$0.00	\$0.00	\$9,580.00	100.00%	\$0.00	\$479.00

A		B	C	D	E	F	G		H	I
ITEM NO.	BUDGET CODE	DESCRIPTION OF WORK	SCHEDULED VALUE	APPROVED WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
				FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
	BP #1 & BP#7 - General/Demo									
17	2-24100.000.Subcontract BP #1 & BP#7 - General/Demo	Gypsum Board Assemblies	\$138,195.00	\$138,195.00	\$0.00	\$0.00	\$138,195.00	100.00%	\$0.00	\$6,909.76
18	2-24100.000.Subcontract BP #1 & BP#7 - General/Demo	Tiling	\$43,982.00	\$43,982.00	\$0.00	\$0.00	\$43,982.00	100.00%	\$0.00	\$2,199.10
19	2-24100.000.Subcontract BP #1 & BP#7 - General/Demo	Acoustical Ceilings	\$93,250.00	\$93,250.00	\$0.00	\$0.00	\$93,250.00	100.00%	\$0.00	\$4,662.50
20	2-24100.000.Subcontract BP #1 & BP#7 - General/Demo	Resilient Flooring	\$47,620.00	\$47,620.00	\$0.00	\$0.00	\$47,620.00	100.00%	\$0.00	\$2,381.00
21	2-24100.000.Subcontract BP #1 & BP#7 - General/Demo	Moss Walls	\$15,042.00	\$15,042.00	\$0.00	\$0.00	\$15,042.00	100.00%	\$0.00	\$752.11
22	2-24100.000.Subcontract BP #1 & BP#7 - General/Demo	Painting	\$21,320.00	\$21,320.00	\$0.00	\$0.00	\$21,320.00	100.00%	\$0.00	\$1,066.00
23	2-24100.000.Subcontract BP #1 & BP#7 - General/Demo	Signage	\$2,499.00	\$0.00	\$2,499.00	\$0.00	\$2,499.00	100.00%	\$0.00	\$124.95
24	2-24100.000.Subcontract BP #1 & BP#7 - General/Demo	Wall and Door Protection	\$1,825.00	\$1,825.00	\$0.00	\$0.00	\$1,825.00	100.00%	\$0.00	\$91.25
25	2-24100.000.Subcontract BP #1 & BP#7 - General/Demo	Toilet/Bath/Laundry Accessories	\$10,050.00	\$10,050.00	\$0.00	\$0.00	\$10,050.00	100.00%	\$0.00	\$502.50
26	2-24100.000.Subcontract BP #1 & BP#7 - General/Demo	Emergency Aid Specialties	\$400.00	\$400.00	\$0.00	\$0.00	\$400.00	100.00%	\$0.00	\$20.00
27	2-24100.000.Subcontract BP #1 & BP#7 - General/Demo	Fire Protection Specialties	\$580.00	\$580.00	\$0.00	\$0.00	\$580.00	100.00%	\$0.00	\$29.00
28	2-24100.000.Subcontract BP #1 & BP#7 - General/Demo	Projection Screens	\$8,137.00	\$8,137.00	\$0.00	\$0.00	\$8,137.00	100.00%	\$0.00	\$406.85
29	2-24100.000.Subcontract BP #1 & BP#7 - General/Demo	Roller Window Shades	\$6,061.00	\$6,061.00	\$0.00	\$0.00	\$6,061.00	100.00%	\$0.00	\$303.05
30	2-24100.000.Subcontract BP #1 & BP#7 - General/Demo	Exterior Improvements	\$2,500.00	\$2,500.00	\$0.00	\$0.00	\$2,500.00	100.00%	\$0.00	\$125.00
31	2-24100.000.Subcontract BP #1 & BP#7 - General/Demo	Contingency	\$10,000.00	\$10,000.00	\$0.00	\$0.00	\$10,000.00	100.00%	\$0.00	\$500.00
32	2-24100.000.Subcontract BP #1 & BP#7 - General/Demo	Touchup Painting Allowance	\$10,000.00	\$10,000.00	\$0.00	\$0.00	\$10,000.00	100.00%	\$0.00	\$500.00
TOTALS:			\$958,900.00	\$931,501.00	\$2,499.00	\$0.00	\$934,000.00	97.40%	\$24,900.00	\$46,700.03

[illegible]

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	APPROVED WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
38.1	PCO #006 CO#6 Keystone								
38.1.1	2-24100.000.Subcontract BP #1 & BP#7 - General/Demo RFI #28	\$747.50	\$747.50	\$0.00	\$0.00	\$747.50	100.00%	\$0.00	\$37.38
38.1.2	2-24100.000.Subcontract BP #1 & BP#7 - General/Demo Sheet Metal Roof Repairs	\$7,868.95	\$0.00	\$7,868.95	\$0.00	\$7,868.95	100.00%	\$0.00	\$393.45
38.1.3	2-24100.000.Subcontract BP #1 & BP#7 - General/Demo Miscellaneous Signage Adds	\$5,873.87	\$0.00	\$5,873.87	\$0.00	\$5,873.87	100.00%	\$0.00	\$293.69
38.1.4	2-24100.000.Subcontract BP #1 & BP#7 - General/Demo	\$327.60	\$327.60	\$0.00	\$0.00	\$327.60	100.00%	\$0.00	\$16.38
38.1.5	2-24100.000.Subcontract BP #1 & BP#7 - General/Demo Replace Metal Cap on Transformer Enclosure	\$6,541.08	\$6,541.08	\$0.00	\$0.00	\$6,541.08	100.00%	\$0.00	\$327.05
38.1.6	2-24100.000.Subcontract BP #1 & BP#7 - General/Demo ITC 12 - Circulation Desk Casework & Dais Painting	\$1,166.96	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$1,166.96	\$0.00
TOTALS:		\$84,060.38	\$69,150.60	\$13,742.82	\$0.00	\$82,893.42	98.61%	\$1,166.96	\$4,144.69

Grand Totals

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	APPROVED WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
GRAND TOTALS:		\$1,042,960.38	\$1,000,651.60	\$16,241.82	\$0.00	\$1,016,893.42	97.50%	\$26,066.96	\$50,844.72



CONDITIONAL LIEN WAIVER AND RELEASE UPON PROGRESS PAYMENT

KNOW ALL MEN BY THESE PRESENTS:

Upon receiving progress payment in the sum of **\$16,241.82** for the job Clive City Hall, receipt of which is hereby acknowledged, hereby waives, releases, satisfies all lien rights, claims or demands of any kind whatsoever, against the City of Clive, its successors and assigns, which the undersigned now has. This release covers a progress payment for labor, services, equipment or materials furnished to the City of Clive through **August 31, 2025**, only and does not cover any retention retained before or after the release date.

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

Dated: **August 26th, 2025**

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

By: **Justin Menke**

Title: **President**

Signature: _____

A handwritten signature in dark ink, appearing to read "Justin Menke", is written over a light gray rectangular background. A horizontal line extends to the right from the end of the signature.



Memo

TO: Mayor and Council members

FROM: Alyssa Welling, Administrative Assistant

DATE: September 11, 2025

RE: Approve Pay Request #8 - On Track Construction - Greenbelt Landing Construction Project - \$128,891.25

SYNOPSIS:

Staff recommends approval of Pay Request #8 to On Track Construction for the work completed to date on the Greenbelt Landing Project.

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

Change Order: **\$88,310.75**

Total Change Orders to Date: **\$111,801.06**

Contract + Change Orders: **\$1,811,801.06**

Pay Request #8: **\$128,891.25**

Total Requested to Date: **\$913,938.29**

Remaining contract amount: **\$897,862.77**

Attachments:

1. On Track Pay App 08 - August Revised

TO CONTRACTOR:

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

PROJECT:

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

APPLICATION NO: 8**INVOICE NO:** 8**PERIOD:** 08/01/25 - 08/31/25**PROJECT NO:** 23046**CONTRACT NO:** SC-004 Clive Greenbelt
Landing**CONTRACT DATE:** 09/12/2024**CERTIFICATE DATE:** 08/29/2025**SUBMITTED DATE:** 08/21/2025**FROM SUBCONTRACTOR:**

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

SUBCONTRACT FOR: On Track - BP #31**SUBCONTRACTOR'S APPLICATION FOR PAYMENT**

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

1.	Original Contract Sum	\$1,700,000.00
2.	Net change by change orders	\$111,801.06
3.	Contract Sum to date (Line 1 ± 2)	\$1,811,801.06
4.	Total completed and stored to date (Column G on detail sheet)	\$962,040.31
5.	Retainage:	
	a. 5.00% of completed work	\$46,963.52
	b. 5.00% of stored material	\$1,138.50
	Total retainage (Line 5a + 5b or total in column I of detail sheet)	\$48,102.02
6.	Total earned less retainage (Line 4 less Line 5 Total)	\$913,938.29
7.	Less previous certificates for payment (Line 6 from prior certificate)	\$785,047.04
8.	Current payment due:	\$128,891.25
9.	Balance to finish, including retainage (Line 3 less Line 6)	\$897,862.77

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner/Client:	\$23,490.31	\$0.00
Total approved this month:	\$88,310.75	\$0.00
Totals:	\$111,801.06	\$0.00
Net change by change orders:	\$111,801.06	

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

SUBCONTRACTOR: On Track Construction, LLC

By: _____ Date: _____

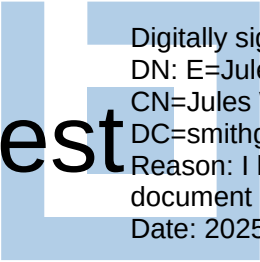
State of:

County of:

Subscribed and sworn to before
me this _____ day of _____

Notary Public:

My commission expires:

Jules West

Digitally signed by Jules West
DN: E=Jules.West@smithgroup.com,
CN=Jules West, OU=Users, OU=MD,
DC=smithgroup, DC=com
Reason: I have reviewed this
document
Date: 2025.08.29 15:36:03-05'00'

Drew Johnson

Digitally signed by Drew Johnson
DN: C=US,
E=drewj@dcigroup-us.com,
CN=Drew Johnson
Date: 2025.09.02 14:38:10-05'00'

Document SUMMARY SHEET, APPLICATION AND CERTIFICATE FOR PAYMENT, containing

Contractor's signed Certification is attached.

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

APPLICATION NUMBER: 8

APPLICATION DATE: 08/25/2025

PERIOD: 08/01/25 - 08/31/25

Contract Lines

A		B	C	D	E	F	G		H	I
ITEM NO.	BUDGET CODE	DESCRIPTION OF WORK	SCHEDULED VALUE	APPROVED WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	%(G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
				FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
1	31-310000.000.Subcontract BP #31 - Earthwork - Demolition/Grading/Utilities/Erosion Control	Mobilization, Bonds & Insurance	\$110,000.00	\$88,000.00	\$11,000.00	\$0.00	\$99,000.00	90.00%	\$11,000.00	\$4,950.00
2	31-310000.000.Subcontract BP #31 - Earthwork - Demolition/Grading/Utilities/Erosion Control	Clearing & Grubbing	\$50,000.00	\$25,000.00	\$5,000.00	\$0.00	\$30,000.00	60.00%	\$20,000.00	\$1,500.00
3	31-310000.000.Subcontract BP #31 - Earthwork - Demolition/Grading/Utilities/Erosion Control	Removals - Paving & Sidewalk	\$76,000.00	\$68,400.00	\$0.00	\$0.00	\$68,400.00	90.00%	\$7,600.00	\$3,420.00
4	31-310000.000.Subcontract BP #31 - Earthwork - Demolition/Grading/Utilities/Erosion Control	Removals - Landscaping	\$7,000.00	\$3,500.00	\$1,050.00	\$0.00	\$4,550.00	65.00%	\$2,450.00	\$227.50
5	31-310000.000.Subcontract BP #31 - Earthwork - Demolition/Grading/Utilities/Erosion Control	Removals - Rip Rap	\$2,000.00	\$1,000.00	\$0.00	\$0.00	\$1,000.00	50.00%	\$1,000.00	\$50.00
6	31-310000.000.Subcontract BP #31 - Earthwork - Demolition/Grading/Utilities/Erosion Control	Removals - Storm Sewer	\$10,000.00	\$1,500.00	\$2,000.00	\$0.00	\$3,500.00	35.00%	\$6,500.00	\$175.00
7	31-310000.000.Subcontract BP #31 - Earthwork - Demolition/Grading/Utilities/Erosion Control	Removals - Sanitary	\$7,500.00	\$7,500.00	\$0.00	\$0.00	\$7,500.00	100.00%	\$0.00	\$375.00
8	31-310000.000.Subcontract BP #31 - Earthwork - Demolition/Grading/Utilities/Erosion Control	Earthwork - Temp Construction Entrances	\$8,000.00	\$8,000.00	\$0.00	\$0.00	\$8,000.00	100.00%	\$0.00	\$400.00
9	31-310000.000.Subcontract BP #31 - Earthwork - Demolition/Grading/Utilities/Erosion Control	Earthwork - Topsoil Strip & Stockpile	\$38,000.00	\$15,200.00	\$11,400.00	\$0.00	\$26,600.00	70.00%	\$11,400.00	\$1,330.00
10	31-310000.000.Subcontract BP #31 - Earthwork - Demolition/Grading/Utilities/Erosion Control	Earthwork - Cut & Fill	\$76,000.00	\$22,800.00	\$22,800.00	\$0.00	\$45,600.00	60.00%	\$30,400.00	\$2,280.00

A		B	C	D	E	F	G		H	I
ITEM NO.	BUDGET CODE	DESCRIPTION OF WORK	SCHEDULED VALUE	APPROVED WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
				FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
11	31-310000.000.Subcontract BP #31 - Earthwork - Demolition/Grading/Utilities/Erosion Control	Earthwork - Export	\$88,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$88,000.00	\$0.00
12	31-310000.000.Subcontract BP #31 - Earthwork - Demolition/Grading/Utilities/Erosion Control	Earthwork - Bioretention & Pond Shaping	\$55,000.00	\$0.00	\$5,500.00	\$0.00	\$5,500.00	10.00%	\$49,500.00	\$275.00
13	31-310000.000.Subcontract BP #31 - Earthwork - Demolition/Grading/Utilities/Erosion Control	Earthwork - 12" Prep for Paving	\$29,000.00	\$23,200.00	\$0.00	\$0.00	\$23,200.00	80.00%	\$5,800.00	\$1,160.00
14	31-310000.000.Subcontract BP #31 - Earthwork - Demolition/Grading/Utilities/Erosion Control	Earthwork - 6" Subbase for Paving	\$67,000.00	\$60,300.00	\$0.00	\$0.00	\$60,300.00	90.00%	\$6,700.00	\$3,015.00
15	31-310000.000.Subcontract BP #31 - Earthwork - Demolition/Grading/Utilities/Erosion Control	Earthwork - Erosion Stone & Rip Rap	\$168,000.00	\$8,400.00	\$0.00	\$0.00	\$8,400.00	5.00%	\$159,600.00	\$420.00
16	31-310000.000.Subcontract BP #31 - Earthwork - Demolition/Grading/Utilities/Erosion Control	Earthwork - Vegetated Geogrid w/ Soil	\$85,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$85,000.00	\$0.00
17	31-310000.000.Subcontract BP #31 - Earthwork - Demolition/Grading/Utilities/Erosion Control	Earthwork - Stabilized Aggregate Paving Base	\$75,500.00	\$64,175.00	\$3,775.00	\$0.00	\$67,950.00	90.00%	\$7,550.00	\$3,397.50
18	31-310000.000.Subcontract BP #31 - Earthwork - Demolition/Grading/Utilities/Erosion Control	Earthwork - Topsoil Respread & Finish Grading	\$36,000.00	\$5,400.00	\$1,800.00	\$0.00	\$7,200.00	20.00%	\$28,800.00	\$360.00
19	31-310000.000.Subcontract BP #31 - Earthwork - Demolition/Grading/Utilities/Erosion Control	Utilities - Building Water Service	\$10,000.00	\$10,000.00	\$0.00	\$0.00	\$10,000.00	100.00%	\$0.00	\$500.00
20	31-310000.000.Subcontract BP #31 - Earthwork - Demolition/Grading/Utilities/Erosion Control	Utilities - 18" Sanitary Main Reroute	\$228,500.00	\$205,730.00	\$0.00	\$22,770.00	\$228,500.00	100.00%	\$0.00	\$11,425.00
21	31-310000.000.Subcontract BP #31 - Earthwork - Demolition/Grading/Utilities/Erosion Control	Utilities - Sanitary Building Service	\$8,500.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$8,500.00	\$0.00

A		B	C	D	E	F	G		H	I
ITEM NO.	BUDGET CODE	DESCRIPTION OF WORK	SCHEDULED VALUE	APPROVED WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
				FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
22	31-310000.000.Subcontract BP #31 - Earthwork - Demolition/Grading/Utilities/Erosion Control	Utilities - Storm Sewer Piping	\$149,000.00	\$74,500.00	\$29,800.00	\$0.00	\$104,300.00	70.00%	\$44,700.00	\$5,215.00
23	31-310000.000.Subcontract BP #31 - Earthwork - Demolition/Grading/Utilities/Erosion Control	Utilities - Storm Sewer Structures	\$103,500.00	\$51,750.00	\$10,350.00	\$0.00	\$62,100.00	60.00%	\$41,400.00	\$3,105.00
24	31-310000.000.Subcontract BP #31 - Earthwork - Demolition/Grading/Utilities/Erosion Control	Utilities - Subdrain Piping	\$74,500.00	\$0.00	\$22,350.00	\$0.00	\$22,350.00	30.00%	\$52,150.00	\$1,117.50
25	31-310000.000.Subcontract BP #31 - Earthwork - Demolition/Grading/Utilities/Erosion Control	Utilities - Traffic Control for 114th Utility Crossing	\$10,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$10,000.00	\$0.00
26	31-310000.000.Subcontract BP #31 - Earthwork - Demolition/Grading/Utilities/Erosion Control	Utilities - Pavement Replacement for Utilities	\$20,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$20,000.00	\$0.00
27	31-310000.000.Subcontract BP #31 - Earthwork - Demolition/Grading/Utilities/Erosion Control	Seeding & EC - Erosion Control/ Silt Fence	\$55,000.00	\$35,750.00	\$0.00	\$0.00	\$35,750.00	65.00%	\$19,250.00	\$1,787.50
28	31-310000.000.Subcontract BP #31 - Earthwork - Demolition/Grading/Utilities/Erosion Control	Seeding & EC - TRM Matting	\$15,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$15,000.00	\$0.00
29	31-310000.000.Subcontract BP #31 - Earthwork - Demolition/Grading/Utilities/Erosion Control	Seeding & EC - Live Stakes	\$33,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$33,000.00	\$0.00
30	31-310000.000.Subcontract BP #31 - Earthwork - Demolition/Grading/Utilities/Erosion Control	Seeding & EC - Temp Seeding & Hydromulch	\$5,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$5,000.00	\$0.00
TOTALS:			\$1,700,000.00	\$780,105.00	\$126,825.00	\$22,770.00	\$929,700.00	54.69%	\$770,300.00	\$46,485.00

Change Orders

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	APPROVED WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	%(G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
31	CCO #001 On Track CO #1								
31.1	PCO #001 PCO #1 - On Track								
31.1.1	31-310000.000.Subcontract BP #31 - Earthwork - Demolition/Grading/Utilities/Erosion Control Storm Structure 13 Temp	\$8,056.35	\$8,056.35	\$0.00	\$0.00	\$8,056.35	100.00%	\$0.00	\$402.82
32	CCO #002 On Track CO #2								
32.1	PCO #002 PCO #2 - On Track								
32.1.1	31-310000.000.Subcontract BP #31 - Earthwork - Demolition/Grading/Utilities/Erosion Control Retrenching for existing utilities	\$15,433.96	\$15,433.96	\$0.00	\$0.00	\$15,433.96	100.00%	\$0.00	\$771.70
33	CCO #003 On Track CO #3								
33.1	PCO #003 CO#3 On Track								
33.1.1	31-310000.000.Subcontract BP #31 - Earthwork - Demolition/Grading/Utilities/Erosion Control Contract Extension	\$88,310.75	\$0.00	\$8,850.00	\$0.00	\$8,850.00	10.02%	\$79,460.75	\$442.50
TOTALS:		\$111,801.06	\$23,490.31	\$8,850.00	\$0.00	\$32,340.31	28.93%	\$79,460.75	\$1,617.02

Grand Totals

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	APPROVED WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
GRAND TOTALS:		\$1,811,801.06	\$803,595.31	\$135,675.00	\$22,770.00	\$962,040.31	53.10%	\$849,760.75	\$48,102.02

WAIVER AND RELEASE OF LIEN UPON PROGRESS PAYMENT

The undersigned lienor, in consideration of the sum of \$128,891.25,
hereby waives and releases its lien and right to claim a lien for labor, service, or materials
furnished through August 30, 2025 on the job of City of Clive
to the following described property:

Greenbelt Landing Project

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

Dated on August 30, 2025

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

By: Tracy L. Rhoads

Sworn to and subscribed before me this 21st day of August, 2025,

By Tracy L. Rhoads.

Tracy L. Rhoads

Notary Public

Print name: Tracy L. Rhoads



APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

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

Project: Clive Greenbelt Landing
City of Clive

APPLICATION NO: 8
APPLICATION DATE: 30-Aug-25

PERIOD TO: 30-Aug-25

Contractor PO# 2426CL

Distribution to:

OWNER

ARCHITECT

☒ CONTRACTOR

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

CONTRACT FOR: GRADING & UTILITIES

JOB# 2426CL

CONTRACT DATE: 12-Sep-24

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM

\$ 1,700,000.00

2. Net change by Change Orders

\$ 23,490.31

3. CONTRACT SUM TO DATE (Line 1 + 2)

\$ 1,723,490.31

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

\$ 962,040.31

5. RETAINAGE:

a. 5 % of Completed Work (Column D + E on G703)

\$ 48,102.02

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

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

\$ 48,102.02

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

\$ 913,938.29

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

\$ 785,047.04

8. CURRENT PAYMENT DUE

\$ 128,891.25

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

\$ 809,552.02

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$23,490.31	
Total approved this Month		\$0.00
TOTALS	\$23,490.31	\$0.00
NET CHANGES by Change Order	\$23,490.31	

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

CONTRACTOR:

By:  Date: 8/29/2025

ENGINEER'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED \$

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

By: _____ Date: _____

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

Clive Greenbelt Landing	JOB# 2426CL	APPLICATION DATE:	8/30/2025	APPLICATION #	8			
B	C	D	E1	F4	G1	G2	H	I
Work Description	Scheduled Value	From Previous Application	This Period	Presently Stored Materials	Total Completed and Stored To Date	Percent Complete	Balance To Finish	Retainage
BASE CONTRACT								
Mobilization, Bonds & Insurance	\$ 110,000.00	\$88,000.00	\$11,000.00		\$99,000.00	90.00%	\$11,000.00	\$4,950.00
Clearing & Grubbing	\$ 50,000.00	\$25,000.00	\$5,000.00		\$30,000.00	60.00%	\$20,000.00	\$1,500.00
Removals - Paving & Sidewalk	\$ 76,000.00	\$68,400.00			\$68,400.00	90.00%	\$7,600.00	\$3,420.00
Removals - Landscaping	\$ 7,000.00	\$3,500.00	\$1,050.00		\$4,550.00	65.00%	\$2,450.00	\$227.50
Removals - Rip Rap	\$ 2,000.00	\$1,000.00			\$1,000.00	50.00%	\$1,000.00	\$50.00
Removals - Storm Sewer	\$ 10,000.00	\$1,500.00	\$2,000.00		\$3,500.00	35.00%	\$6,500.00	\$175.00
Removals - Sanitary	\$ 7,500.00	\$7,500.00			\$7,500.00	100.00%	\$0.00	\$375.00
Earthwork - Temp Construction Entrances	\$ 8,000.00	\$8,000.00			\$8,000.00	100.00%	\$0.00	\$400.00
Earthwork - Topsoil Strip & Stockpile	\$ 38,000.00	\$15,200.00	\$11,400.00		\$26,600.00	70.00%	\$11,400.00	\$1,330.00
Earthwork - Cut & Fill	\$ 76,000.00	\$22,800.00	\$22,800.00		\$45,600.00	60.00%	\$30,400.00	\$2,280.00
Earthwork - Export	\$ 88,000.00				\$0.00	0.00%	\$88,000.00	\$0.00
Earthwork - Bioretention & Pond Shaping	\$ 55,000.00		\$5,500.00		\$5,500.00	10.00%	\$49,500.00	\$275.00
Earthwork - Grade for Trails & Paving	\$ 67,000.00	\$60,300.00			\$60,300.00	90.00%	\$6,700.00	\$3,015.00
Earthwork - 12" Prep for Paving	\$ 29,000.00	\$23,200.00			\$23,200.00	80.00%	\$5,800.00	\$1,160.00
Earthwork - Erosion Stone & Rip Rap	\$ 168,000.00	\$8,400.00			\$8,400.00	5.00%	\$159,600.00	\$420.00
Earthwork - Vegetated Geogrid w/ Soil	\$ 85,000.00				\$0.00	0.00%	\$85,000.00	\$0.00
Earthwork - Aggregate Paving Base	\$ 75,500.00	\$64,175.00	\$3,775.00		\$67,950.00	90.00%	\$7,550.00	\$3,397.50
Earthwork - Topsoil Respread & Finish Grading	\$ 36,000.00	\$5,400.00	\$1,800.00		\$7,200.00	20.00%	\$28,800.00	\$360.00
Utilities - Building Water Service	\$ 10,000.00	\$10,000.00			\$10,000.00	100.00%	\$0.00	\$500.00
Utilities - 18" Sanitary Main Reroute	\$ 228,500.00	\$228,500.00			\$228,500.00	100.00%	\$0.00	\$11,425.00
Utilities - Sanitary Building Service	\$ 8,500.00				\$0.00	0.00%	\$8,500.00	\$0.00
Utilities - Storm Sewer Piping	\$ 149,000.00	\$74,500.00	\$29,800.00		\$104,300.00	70.00%	\$44,700.00	\$5,215.00
Utilities - Storm Sewer Structures	\$ 103,500.00	\$51,750.00	\$10,350.00		\$62,100.00	60.00%	\$41,400.00	\$3,105.00
Utilities - Subdrain Piping	\$ 74,500.00		\$22,350.00		\$22,350.00	30.00%	\$52,150.00	\$1,117.50
Utilities - Traffic Control for 114th Utility Crossing	\$ 10,000.00				\$0.00	0.00%	\$10,000.00	\$0.00
Utilities - Pavement Replacement for Utilities	\$ 20,000.00				\$0.00	0.00%	\$20,000.00	\$0.00
Seeding & EC - Erosion Control/ Silt Fence	\$ 55,000.00	\$35,750.00			\$35,750.00	65.00%	\$19,250.00	\$1,787.50
Seeding & EC - TRM Matting	\$ 15,000.00				\$0.00	0.00%	\$15,000.00	\$0.00
Seeding & EC - Live Stakes	\$ 33,000.00				\$0.00	0.00%	\$33,000.00	\$0.00
Seeding & EC - Temp Seeding & Hydromulch	\$ 5,000.00				\$0.00	0.00%	\$5,000.00	\$0.00
CHANGE ORDERS								
WO #2 - 4/22/25 - Temp Tie-In Structure	\$ 8,056.35	\$8,056.35			\$8,056.35	100.00%	\$0.00	\$402.82
WO #4 - 6/30/25 - Parking Lot Utilities Rework	\$ 15,433.96	\$15,433.96			\$15,433.96	100.00%	\$0.00	\$771.70
PCO #3 - Contract Extension	\$ 88,310.75		\$8,850.00		\$8,850.00	10.02%	\$79,460.75	\$442.50
TOTAL	\$ 1,811,801.06	\$826,365.31	\$135,675.00	\$0.00	\$962,040.31	53.10%	\$770,300.00	\$48,102.02



Memo

TO: Mayor and Council members

FROM: Doug Ollendike, Community Development Director

DATE: September 11, 2025

RE: Approve Pay Request #10 – University Boulevard Flood Mitigation-
Project Scoping Plan – Confluence, Inc. - \$31,731.00

SYNOPSIS:

Staff recommends approval of Pay Request #8 to Confluence, Inc. for work completed on the University Boulevard Flood Mitigation: Project Scoping Plan.

Original Contract Amount-	\$420,430.00
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Pay Request #1-	\$2,400.00
Pay Request #2-	\$24,089.42
Pay Request #3-	\$27,076.40
Pay Request #4-	\$44,410.25
Pay Request #5-	\$52,439.75
Pay Request #6-	\$19,728.00
Pay Request #7-	\$42,659.50
Pay Request #8-	\$35,157.50
Pay Request #9-	\$42,154.00
Pay Request #10-	\$31,731.00

Contract Balance-	\$98,584.18
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Please feel free to contact me at (515) 223-6221 or at dollendike@cityofclive.com prior to the meeting if you have any questions or need additional information.

Attachments:

1. Pay Request #10_Invoice

CONFLUENCE

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

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

APPROVED FOR PAYMENT
BY 3301/CL
DATE 08/29/2025
ACCT # 349-5750-6407
ITEM Pay Request #10

Invoice number 32686
Date 08/27/2025

Project **24278 University Boulevard Flood Mitigation Planning**

Professional Services through August 20, 2025

Send invoice to: dollendike@cityofclive.com

Invoice Summary

Description	Contract Amount	Prior Billed	Total Billed	Current Billed
TASK 1 - PROJECT MANAGEMENT	81,385.00	40,994.50	61,001.50	20,007.00
TASK 2 - PROJECT UNDERSTANDING	66,010.00	63,854.79	64,979.79	1,125.00
TASK 3 - TECHNICAL ANALYSIS & BCA UPDATE	84,455.00	57,522.03	67,381.03	9,859.00
TASK 4 - MITIGATION PROJECT EXPLORATION	189,580.00	127,743.50	128,483.50	740.00
REIMBURSABLE EXPENSES	0.00	0.00	0.00	0.00
Total	421,430.00	290,114.82	321,845.82	31,731.00

Task 1 - Project Management

Professional Fees

Billed
Amount
2,805.00

Consultant

Billed
Amount

Barr Engineering Company
Dewberry Engineers Inc.

17,109.50
92.50

Phase subtotal

20,007.00

Task 2 - Project Understanding

Consultant

Billed
Amount

Barr Engineering Company

1,125.00

Task 3 - Technical Analysis & BCA Update

Consultant

Billed
Amount

Barr Engineering Company

9,859.00

CONFLUENCE

City of Clive, IA
Project **24278 University Boulevard Flood Mitigation Planning**

Invoice number 32686
Date 08/27/2025

Task 4 - Mitigation Project Exploration

Consultant

Billed
Amount

740.00

Dewberry Engineers Inc.

Invoice total **31,731.00**

Aging Summary

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
32686	08/27/2025	31,731.00	31,731.00				
	Total	31,731.00	31,731.00	0.00	0.00	0.00	0.00



Memo

TO: Mayor and Council members

FROM: Alyssa Welling, Administrative Assistant

DATE: September 11, 2025

RE: Approve Pay Request #10 - Air-Con Mechanical Corp. - Greenbelt Landing Construction Project - \$37,693.79

SYNOPSIS:

Staff recommends approval of Pay Request #10 to Air-Con Mechanical Corp. for the work completed to date on the Greenbelt Landing Project.

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

Change Order: **\$13,487.20**

Total Change Orders to Date: **\$83,395.60**

Contract + Change Orders: **\$472,098.60**

Pay Request #10: **\$37,693.79**

Total Requested to Date: **\$304,696.70**

Remaining contract amount: **\$167,401.90**

Attachments:

1. AirCon Pay App 10 - August

TO CONTRACTOR:

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

PROJECT:

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

APPLICATION NO: 10**INVOICE NO:** 1910**PERIOD:** 08/01/25 - 08/31/25**PROJECT NO:** 23046**CONTRACT NO:** SC-003 Clive Greenbelt
Landing**CONTRACT DATE:** 09/12/2024**CERTIFICATE DATE:** 08/24/2025**SUBMITTED DATE:** 08/21/2025**FROM SUBCONTRACTOR:**

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

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

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

1.	Original Contract Sum		\$388,703.00
2.	Net change by change orders		\$83,395.60
3.	Contract Sum to date (Line 1 ± 2)		\$472,098.60
4.	Total completed and stored to date (Column G on detail sheet)		\$320,733.38
5.	Retainage:		
	a. 5.00% of completed work	\$16,036.68	
	b. 0.00% of stored material	\$0.00	
	Total retainage (Line 5a + 5b or total in column I of detail sheet)		\$16,036.68
6.	Total earned less retainage (Line 4 less Line 5 Total)		\$304,696.70
7.	Less previous certificates for payment (Line 6 from prior certificate)		\$267,002.91
8.	Current payment due:		\$37,693.79
9.	Balance to finish, including retainage (Line 3 less Line 6)		\$167,401.90

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner/Client:	\$69,908.40	\$0.00
Total approved this month:	\$13,487.20	\$0.00
Totals:	\$83,395.60	\$0.00
Net change by change orders:	\$83,395.60	

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

SUBCONTRACTOR: Air-Con Mechanical Corp.

By: _____ Date: _____

State of:

County of:

Subscribed and sworn to before
me this _____ day of _____

Notary Public:

My commission expires:

Bruce Morrow

Digitally signed by Bruce Morrow
DN:
E=Bruce.Morrow@smithgroup.com,
CN=Bruce Morrow, OU=Users,
OU=MD, DC=smithgroup, DC=com
Reason: I have reviewed this
document
Date: 2025.08.27 15:36:10-05'00'

Drew Johnson

Digitally signed by Drew
Johnson
DN: C=US,
E=drewj@dcigroup-us.com,
CN=Drew Johnson
Date: 2025.09.02
14:38:57-05'00'

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	APPROVED WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	%(G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
13.1	PCO #001 CE #007 - PVC Conduit Replacem								
13.1.1	26-260000.000.Subcontract BP #26 - Electrical PVC Conduit Replacement	\$9,635.25	\$9,635.25	\$0.00	\$0.00	\$9,635.25	100.00%	\$0.00	\$481.76
13.1.2	26-260000.000.Subcontract BP #26 - Electrical RFI #37	\$1,595.74	\$1,595.74	\$0.00	\$0.00	\$1,595.74	100.00%	\$0.00	\$79.79
14	CCO #002 Air-Con CO #2								
14.1	PCO #002 Air-Con PCO#2								
14.1.1	26-260000.000.Subcontract BP #26 - Electrical	\$2,110.00	\$2,110.00	\$0.00	\$0.00	\$2,110.00	100.00%	\$0.00	\$105.50
14.1.2	26-260000.000.Subcontract BP #26 - Electrical Air Con Conduit Damage Repairs	\$14,051.39	\$14,051.39	\$0.00	\$0.00	\$14,051.39	100.00%	\$0.00	\$702.57
14.1.3	26-260000.000.Subcontract BP #26 - Electrical Light control panel refeed	\$5,239.17	\$5,239.17	\$0.00	\$0.00	\$5,239.17	100.00%	\$0.00	\$261.96
15	CCO #003 Air-Con CO #3								
15.1	PCO #003 PCO #3 - Air-Con								
15.1.1	26-260000.000.Subcontract BP #26 - Electrical Rewiring for existing utilities	\$37,276.85	\$37,276.85	\$0.00	\$0.00	\$37,276.85	100.00%	\$0.00	\$1,863.84
16	CCO #004 CO#4 Air-Con								
16.1	PCO #004 CO#4 Air-Con								
16.1.1	26-260000.000.Subcontract BP #26 - Electrical Contract Extension	\$13,487.20	\$0.00	\$5,394.88	\$0.00	\$5,394.88	40.00%	\$8,092.32	\$269.74
TOTALS:		\$83,395.60	\$69,908.40	\$5,394.88	\$0.00	\$75,303.28	90.30%	\$8,092.32	\$3,765.16

Grand Totals

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	APPROVED WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
GRAND TOTALS:		\$472,098.60	\$281,055.70	\$39,677.68	\$0.00	\$320,733.38	67.94%	\$151,365.22	\$16,036.68



ELECTRIC, LLC

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

PARTIAL LIEN WAIVER

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

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

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

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

(☒) **CONDITIONAL Release:** This waiver and release is contingent upon receipt of
payment and final bank clearance of said remittance in the amount of \$37,693.79 (Invoice 1910
Draw # 10). The remittance identified as payment and endorsed by the undersigned marked
"Paid" or otherwise canceled by the bank against which said remittance was drawn, shall
constitute conclusive proof that said invoice or pay request was paid and that payment thereof
was received by the Undersigned, and thereupon this waiver and release shall become effective
automatically without the requirement of any further act, acknowledgment or receipt on the part
of the Undersigned.

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



Signature

Joe Davis

Print Name

Vice-President

Title

August 19, 2025

Date



Memo

TO: Mayor and Council members

FROM: Alyssa Welling, Administrative Assistant

DATE: September 11, 2025

RE: Approve Pay Request #11 - Keystone Construction - Greenbelt Landing Construction Project - \$149,120.41

SYNOPSIS:

Staff recommends approval of Pay Request #11 to Keystone Construction for the work completed to date on the Greenbelt Landing Project.

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

Change Order: **\$104,832.96**

Total Change Orders to Date: **\$161,799.69**

Contract + Change Orders: **\$2,679,799.69**

Pay Request #11: **\$149,120.41**

Total Requested to Date: **\$1,203,526.82**

Remaining contract amount: **\$1,476,272.87**

Attachments:

1. Keystone Pay App 11 -August

TO CONTRACTOR:

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

PROJECT:

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

APPLICATION NO: 11**INVOICE NO:** No. 10 - August**PERIOD:** 08/01/25 - 08/31/25**PROJECT NO:** 23046**CONTRACT NO:** SC-002 Clive Greenbelt
Landing**CONTRACT DATE:** 09/26/2024**CERTIFICATE DATE:** 08/26/2025**SUBMITTED DATE:** 08/26/2025**FROM SUBCONTRACTOR:**

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

SUBCONTRACT FOR: Keystone Construction - BP #6**SUBCONTRACTOR'S APPLICATION FOR PAYMENT**

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

1.	Original Contract Sum	\$2,518,000.00
2.	Net change by change orders	\$161,799.69
3.	Contract Sum to date (Line 1 ± 2)	\$2,679,799.69
4.	Total completed and stored to date (Column G on detail sheet)	\$1,266,870.35
5.	Retainage:	
	a. 5.00% of completed work	\$46,622.65
	b. 5.00% of stored material	\$16,720.88
	Total retainage (Line 5a + 5b or total in column I of detail sheet)	\$63,343.53
6.	Total earned less retainage (Line 4 less Line 5 Total)	\$1,203,526.82
7.	Less previous certificates for payment (Line 6 from prior certificate)	\$1,054,406.41
8.	Current payment due:	\$149,120.41
9.	Balance to finish, including retainage (Line 3 less Line 6)	\$1,476,272.87

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner/Client:	\$56,966.73	\$0.00
Total approved this month:	\$104,832.96	\$0.00
Totals:	\$161,799.69	\$0.00
Net change by change orders:	\$161,799.69	

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

SUBCONTRACTOR: Keystone Construction Services LLC

By: _____ Date: _____

State of:

County of:

Subscribed and sworn to before
me this _____ day of _____

Notary Public:

My commission expires:

Bruce Morrow

Digitally signed by Bruce Morrow
DN:
E=Bruce.Morrow@smithgroup.com,
CN=Bruce Morrow, OU=Users,
OU=MD, DC=smithgroup, DC=com
Reason: I have reviewed this
document
Date: 2025.08.27 15:46:13-05'00'

Drew Johnson

Digitally signed by Drew Johnson
DN: C=US,
E=drewj@dcigroup-us.com,
CN=Drew Johnson
Date: 2025.09.02 14:39:48-05'00'

Document SUMMARY SHEET, APPLICATION AND CERTIFICATE FOR PAYMENT, containing

Contractor's signed Certification is attached.

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

APPLICATION NUMBER: 11

APPLICATION DATE: 08/25/2025

PERIOD: 08/01/25 - 08/31/25

Contract Lines

A		B	C	D	E	F	G		H	I
ITEM NO.	BUDGET CODE	DESCRIPTION OF WORK	SCHEDULED VALUE	APPROVED WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
				FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
1	6-60500.000.Subcontract BP# 6 General	General Requirements	\$341,983.73	\$144,885.00	\$20,000.00	\$0.00	\$164,885.00	48.21%	\$177,098.73	\$8,244.25
2	6-60500.000.Subcontract BP# 6 General	Temp Facilities and Controls	\$20,000.00	\$3,700.00	\$0.00	\$0.00	\$3,700.00	18.50%	\$16,300.00	\$185.00
3	6-60500.000.Subcontract BP# 6 General	Demolition	\$23,465.00	\$10,100.00	\$5,000.00	\$0.00	\$15,100.00	64.35%	\$8,365.00	\$755.00
4	6-60500.000.Subcontract BP# 6 General	Cast-in-Place Concrete	\$335,919.83	\$88,515.85	\$41,680.14	\$0.00	\$130,195.99	38.76%	\$205,723.84	\$6,509.80
5	6-60500.000.Subcontract BP# 6 General	Unit Masonry	\$65,987.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$65,987.00	\$0.00
6	6-60500.000.Subcontract BP# 6 General	Cast Stone Masonry	\$19,050.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$19,050.00	\$0.00
7	6-60500.000.Subcontract BP# 6 General	Structural Steel Framing	\$367,700.00	\$42,407.00	\$36,000.00	\$119,400.00	\$197,807.00	53.80%	\$169,893.00	\$9,890.35
8	6-60500.000.Subcontract BP# 6 General	Rough Carpentry	\$10,346.50	\$7,300.00	\$0.00	\$0.00	\$7,300.00	70.56%	\$3,046.50	\$365.00
9	6-60500.000.Subcontract BP# 6 General	Finish Carpentry	\$49,682.19	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$49,682.19	\$0.00
10	6-60500.000.Subcontract BP# 6 General	Wood Decking	\$550,987.04	\$413,240.28	\$0.00	\$137,746.76	\$550,987.04	100.00%	\$0.00	\$27,549.35
11	6-60500.000.Subcontract BP# 6 General	Weather Barriers	\$2,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$2,000.00	\$0.00
12	6-60500.000.Subcontract BP# 6 General	Asphalt Shingles	\$31,170.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$31,170.00	\$0.00
13	6-60500.000.Subcontract BP# 6 General	Metal Wall Panels	\$22,875.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$22,875.00	\$0.00
14	6-60500.000.Subcontract BP# 6 General	Thermoplastic Membrane Roofing	\$17,579.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$17,579.00	\$0.00
15	6-60500.000.Subcontract BP# 6 General	Joint Sealants	\$1,500.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$1,500.00	\$0.00
16	6-60500.000.Subcontract BP# 6 General	Hollow Metal Doors and Frames	\$32,508.95	\$0.00	\$0.00	\$30,606.00	\$30,606.00	94.15%	\$1,902.95	\$1,530.30
17	6-60500.000.Subcontract BP# 6 General	Aluminum-Framed Storefronts	\$66,810.00	\$4,450.00	\$10,345.00	\$9,072.23	\$23,867.23	35.72%	\$42,942.77	\$1,193.36
18	6-60500.000.Subcontract BP# 6 General	Gypsum Board Assemblies	\$217,630.00	\$25,370.00	\$0.00	\$0.00	\$25,370.00	11.66%	\$192,260.00	\$1,268.50
19	6-60500.000.Subcontract BP# 6 General	Tiling	\$97,740.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$97,740.00	\$0.00
20	6-60500.000.Subcontract BP# 6 General	Resilient Flooring	\$600.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$600.00	\$0.00
21	6-60500.000.Subcontract BP# 6 General	Painting	\$40,500.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$40,500.00	\$0.00
22	6-60500.000.Subcontract	Dimensional Letter Signage	\$3,898.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$3,898.00	\$0.00

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	APPROVED WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
35	CCO #001 Keystone Change Order #001								
35.1	PCO #001 Keystone Change Order #01								
35.1.1	6-60500.000.Subcontract BP# 6 General	\$6,313.04	\$6,313.04	\$0.00	\$0.00	\$6,313.04	100.00%	\$0.00	\$315.65
35.1.2	6-60500.000.Subcontract BP# 6 General	\$572.00	\$572.00	\$0.00	\$0.00	\$572.00	100.00%	\$0.00	\$28.60
35.1.3	6-60500.000.Subcontract BP# 6 General Additional Fencing	\$2,775.00	\$2,775.00	\$0.00	\$0.00	\$2,775.00	100.00%	\$0.00	\$138.75
36	CCO #002 Keystone Change Order #002								
36.1	PCO #002 CE #010 - ASI #2 - Window Sill								
36.1.1	6-60500.000.Subcontract BP# 6 General ASI #2 - Window Sills	\$3,435.43	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$3,435.43	\$0.00
36.1.2	6-60500.000.Subcontract BP# 6 General Additional boardwalk footings	\$11,096.28	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$11,096.28	\$0.00
37	CCO #003 Keystone Change Order #003								

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	APPROVED WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	%(G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
37.1	PCO #003 PCO #3 - CE 4, CE8, CE15								
37.1.1	6-60500.000.Subcontract BP# 6 General	\$13,937.20	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$13,937.20	\$0.00
37.1.2	6-60500.000.Subcontract BP# 6 General	\$17,284.80	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$17,284.80	\$0.00
37.1.3	6-60500.000.Subcontract BP# 6 General RFI #39	\$1,552.98	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$1,552.98	\$0.00
38	CCO #004 CO#4 Keystone								
38.1	PCO #004 CO#4 Keystone								
38.1.1	6-60500.000.Subcontract BP# 6 General Contract Extension	\$93,007.98	\$0.00	\$10,000.00	\$100.00	\$10,100.00	10.86%	\$82,907.98	\$505.00
39	CCO #005 Keystone Change Order #005								
39.1	PCO #005 Keystone CO #5								
39.1.1	6-60500.000.Subcontract BP# 6 General Boardwalk hydrodynamic report	\$11,362.00	\$0.00	\$11,362.00	\$0.00	\$11,362.00	100.00%	\$0.00	\$568.10
39.1.2	6-60500.000.Subcontract BP# 6 General RFI # Knox Box	\$158.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$158.00	\$0.00
39.1.3	6-60500.000.Subcontract BP# 6 General Relocation/Removal of EPA Fencing	\$304.98	\$0.00	\$304.98	\$0.00	\$304.98	100.00%	\$0.00	\$15.25
TOTALS:		\$161,799.69	\$9,660.04	\$21,666.98	\$100.00	\$31,427.02	19.42%	\$130,372.67	\$1,571.35

Grand Totals

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	APPROVED WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	%(G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
GRAND TOTALS:		\$2,679,799.69	\$775,584.00	\$156,868.86	\$334,417.49	\$1,266,870.35	47.27%	\$1,412,929.34	\$63,343.53



CONDITIONAL LIEN WAIVER AND RELEASE UPON PROGRESS PAYMENT

KNOW ALL MEN BY THESE PRESENTS:

Upon receiving progress payment in the sum of **\$156,868.86.00** for the job City of Clive Greenbelt Landing, receipt of which is hereby acknowledged, hereby waives, releases, satisfies all lien rights, claims or demands of any kind whatsoever, against the City of Clive, its successors and assigns, which the undersigned now has. This release covers a progress payment for labor, services, equipment or materials furnished to the City of Clive through **August 31, 2025**, only and does not cover any retention retained before or after the release date.

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

Dated: **August 26th, 2025**

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

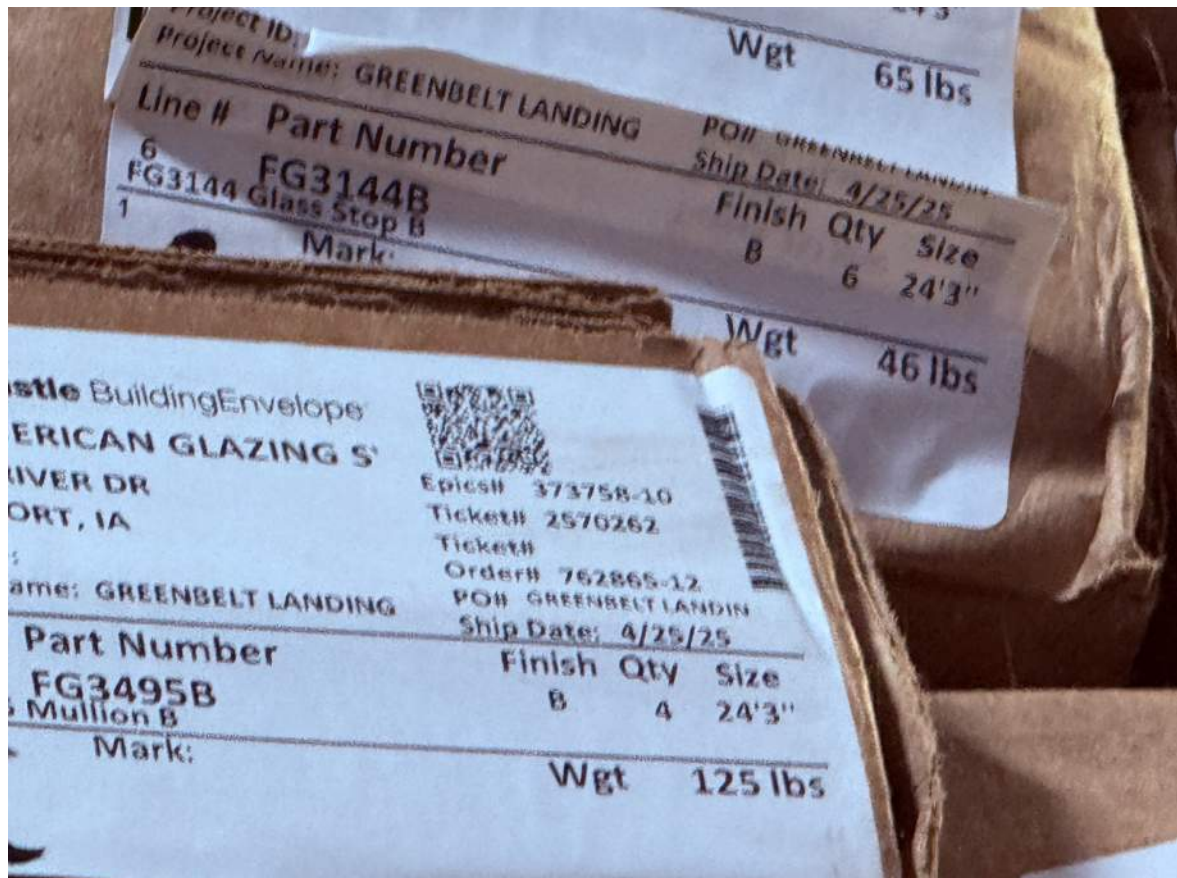
By: **Justin Menke**

Title: **President**

Signature: _____

A handwritten signature in dark ink, appearing to read "Justin Menke", is written over a light gray rectangular background. A horizontal line extends from the right side of the signature area.

Aluminum framed storefronts materials





Memo

TO: Mayor and Council members

FROM: Alyssa Welling, Administrative Assistant

DATE: September 11, 2025

RE: Approve Pay Request #11 - Central Iowa Mechanical - Greenbelt Landing Construction Project - \$14,368.10

SYNOPSIS:

Staff recommends approval of Pay Request #11 to Central Iowa Mechanical for the work completed to date on the Greenbelt Landing Project.

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

Change Order: **\$13,668.61**

Total Change Orders to Date: **\$20,040.50**

Contract + Change Orders: **\$279,909.50**

Pay Request #11: **\$14,368.10**

Total Requested to Date: **\$232,883.04**

Remaining contract amount: **\$47,026.46**

Attachments:

1. CIM Pay App 11 - August

TO CONTRACTOR:

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

PROJECT:

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

APPLICATION NO: 11**INVOICE NO:** 11**PERIOD:** 08/01/25 - 08/31/25**PROJECT NO:** 23046**CONTRACT NO:** SC-001 Clive Greenbelt
Landing**CONTRACT DATE:** 09/12/2024**CERTIFICATE DATE:** 08/26/2025**SUBMITTED DATE:****FROM SUBCONTRACTOR:**

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

SUBCONTRACT FOR: Central Iowa Mechanical - BP 22**SUBCONTRACTOR'S APPLICATION FOR PAYMENT**

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

1.	Original Contract Sum		\$259,869.00
2.	Net change by change orders		\$20,040.50
3.	Contract Sum to date (Line 1 ± 2)		\$279,909.50
4.	Total completed and stored to date (Column G on detail sheet)		\$245,140.06
5.	Retainage:		
	a. 5.00% of completed work	\$12,257.02	
	b. 0.00% of stored material	\$0.00	
	Total retainage (Line 5a + 5b or total in column I of detail sheet)		\$12,257.02
6.	Total earned less retainage (Line 4 less Line 5 Total)		\$232,883.04
7.	Less previous certificates for payment (Line 6 from prior certificate)		\$218,514.94
8.	Current payment due:		\$14,368.10
9.	Balance to finish, including retainage (Line 3 less Line 6)		\$47,026.46

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner/Client:	\$7,080.30	\$(708.41)
Total approved this month:	\$13,668.61	\$0.00
Totals:	\$20,748.91	\$(708.41)
Net change by change orders:	\$20,040.50	

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

SUBCONTRACTOR: Central Iowa Mechanical

By: _____ Date: _____

State of:

County of:

Subscribed and sworn to before
me this _____ day of _____

Notary Public:

My commission expires:

Bruce Morrow

Digitally signed by Bruce Morrow
DN:
E=Bruce.Morrow@smithgroup.com,
CN=Bruce Morrow, OU=Users,
OU=MD, DC=smithgroup, DC=com
Reason: I have reviewed this
document
Date: 2025.08.27 15:39:19-05'00'

Drew Johnson

Digitally signed by Drew
Johnson
DN: C=US,
E=drewj@dcigroup-us.com,
CN=Drew Johnson
Date: 2025.09.02
14:39:16-05'00'

Document SUMMARY SHEET, APPLICATION AND CERTIFICATE FOR PAYMENT, containing

Contractor's signed Certification is attached.

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

APPLICATION NUMBER: 11

APPLICATION DATE: 08/26/2025

PERIOD: 08/01/25 - 08/31/25

Contract Lines

A		B	C	D	E	F	G		H	I
ITEM NO.	BUDGET CODE	DESCRIPTION OF WORK	SCHEDULED VALUE	APPROVED WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	%(G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
				FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
1	22-220000.000.Subcontract BP #22 Mechanical	Mobilization	\$13,468.00	\$13,468.00	\$0.00	\$0.00	\$13,468.00	100.00%	\$0.00	\$673.40
2	22-220000.000.Subcontract BP #22 Mechanical	Bonds and permits	\$3,798.00	\$3,798.00	\$0.00	\$0.00	\$3,798.00	100.00%	\$0.00	\$189.90
3	22-220000.000.Subcontract BP #22 Mechanical	Demo work	\$26,424.00	\$26,424.00	\$0.00	\$0.00	\$26,424.00	100.00%	\$0.00	\$1,321.21
4	22-220000.000.Subcontract BP #22 Mechanical	Plumbing Rough in	\$32,785.00	\$32,785.00	\$0.00	\$0.00	\$32,785.00	100.00%	\$0.00	\$1,639.25
5	22-220000.000.Subcontract BP #22 Mechanical	HVAC rough in	\$33,954.00	\$33,954.00	\$0.00	\$0.00	\$33,954.00	100.00%	\$0.00	\$1,697.70
6	22-220000.000.Subcontract BP #22 Mechanical	Concrete pads	\$7,790.00	\$2,500.00	\$5,290.00	\$0.00	\$7,790.00	100.00%	\$0.00	\$389.50
7	22-220000.000.Subcontract BP #22 Mechanical	HVAC Equipment setting	\$90,915.00	\$87,914.86	\$3,000.00	\$0.00	\$90,914.86	100.00%	\$0.14	\$4,545.75
8	22-220000.000.Subcontract BP #22 Mechanical	Plumbing fixtures	\$11,154.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$11,154.00	\$0.00
9	22-220000.000.Subcontract BP #22 Mechanical	HVAC Trim out	\$2,549.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$2,549.00	\$0.00
10	22-220000.000.Subcontract BP #22 Mechanical	HVAC Start up	\$3,045.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$3,045.00	\$0.00
11	22-220000.000.Subcontract BP #22 Mechanical	Temperature controls	\$20,460.00	\$16,500.00	\$0.00	\$0.00	\$16,500.00	80.65%	\$3,960.00	\$825.00
12	22-220000.000.Subcontract BP #22 Mechanical	Test and Balance	\$3,940.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$3,940.00	\$0.00
13	22-220000.000.Subcontract BP #22 Mechanical	Insulation	\$7,300.00	\$6,300.00	\$0.00	\$0.00	\$6,300.00	86.30%	\$1,000.00	\$315.00
14	22-220000.000.Subcontract BP #22 Mechanical	De mobilization	\$2,287.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$2,287.00	\$0.00
TOTALS:			\$259,869.00	\$223,643.86	\$8,290.00	\$0.00	\$231,933.86	89.25%	\$27,935.14	\$11,596.71

Change Orders

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	APPROVED WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	%(G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
15	CCO #001 Central Iowa Mechanical CO #1								
15.1	PCO #001 CE #006 - Community Building S								
15.1.1	22-220000.000.Subcontract BP #22 Mechanical	\$2,640.37	\$2,640.37	\$0.00	\$0.00	\$2,640.37	100.00%	\$0.00	\$132.02
16	CCO #002 Central Iowa Mechanical CO #2								
16.1	PCO #002 PCO #2 - CE 04, 08, 11								
16.1.1	22-220000.000.Subcontract BP #22 Mechanical	\$1,062.83	\$1,062.83	\$0.00	\$0.00	\$1,062.83	100.00%	\$0.00	\$53.14
16.1.2	22-220000.000.Subcontract BP #22 Mechanical	\$2,591.80	\$2,591.80	\$0.00	\$0.00	\$2,591.80	100.00%	\$0.00	\$129.59
16.1.3	22-220000.000.Subcontract BP #22 Mechanical Construction Bulletin #5	\$(708.41)	\$(708.41)	\$0.00	\$0.00	\$(708.41)	100.00%	\$0.00	\$(35.42)
17	CCO #003 CO#3 CIM								
17.1	PCO #003 CO#3 CIM								
17.1.1	22-220000.000.Subcontract BP #22 Mechanical Contract Extension	\$785.30	\$785.30	\$0.00	\$0.00	\$785.30	100.00%	\$0.00	\$39.27
18	CCO #004 Central Iowa Mechanical CO #4								
18.1	PCO #004 CIM Change Order #4								
18.1.1	22-220000.000.Subcontract BP #22 Mechanical RFI #42	\$4,028.80	\$0.00	\$2,014.40	\$0.00	\$2,014.40	50.00%	\$2,014.40	\$100.72
18.1.2	22-220000.000.Subcontract BP #22 Mechanical RFI #54 2" water line connection in pump house building	\$8,097.39	\$0.00	\$4,048.70	\$0.00	\$4,048.70	50.00%	\$4,048.69	\$202.43
18.1.3	22-220000.000.Subcontract BP #22 Mechanical Repair Damaged Gas Line	\$1,542.42	\$0.00	\$771.21	\$0.00	\$771.21	50.00%	\$771.21	\$38.56
TOTALS:		\$20,040.50	\$6,371.89	\$6,834.31	\$0.00	\$13,206.20	65.90%	\$6,834.30	\$660.31

Grand Totals

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	APPROVED WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
GRAND TOTALS:		\$279,909.50	\$230,015.75	\$15,124.31	\$0.00	\$245,140.06	87.58%	\$34,769.44	\$12,257.02

WAIVER OF LIEN TO DATE

STATE OF Iowa

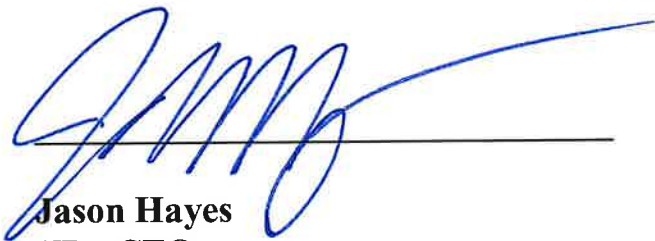
Project Name: **Clive Greenbelt Landing**

COUNTY OF Polk

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

The undersigned, for and in consideration of the sum of **\$14,367.80** Dollars as a partial payment for its furnishing of labor and material for the above-referenced Project, the receipt of which is hereby acknowledged, does hereby waive, release, and discharge any lien claim or lien right it has or could have under the statutes of the State of Iowa to the extent of the partial payment made in exchange for this partial lien release against the above described premises, for material furnished or labor performed to this date. The undersigned states that this partial lien release is not intended to and does not release any lien claims or rights for work, labor, or materials for which payment has not yet been received by the undersigned.

Dated at **Des Moines, IA**, on the 26 day of **August 2025**



Jason Hayes
VP - CFO

Central Iowa Mechanical

Notary:







Memo

TO: Mayor and Council members

FROM: Jonathan Cygan, Civil Engineer

DATE: September 11, 2025

RE: Approve Pay Request #16 - Alliance Construction Group - NW 114th Street Reconstruction - \$53,850.17

SYNOPSIS:

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

Pay Estimate #16 - \$53,850.17

On 8/12/2025 it was discovered that a previous liquidated damage of 1 day to the total of \$750.00 was charged to the contractor on pay request #7 11/14/2024. On the following pay request, Payment 8, issued on 12/12/2024 the liquidated damage was removed after Alliance Construction and City staff reestablished a new schedule to complete the remaining work on Stage 3 of the project. Due to limitations of APPIA, the payment and quantities software, the reports provided are now showing \$750 dollars that the city has not actually paid the contractor. The running ledger below reflects the correct payments that the City has issued to Alliance Construction Group.

Payment Number	Payments	Payments to Date
Pay Estimate #1 (5/2/2024)	\$51,729.87	\$51,729.87
Pay Estimate #2 (6/13/2024)	\$92,483.00	\$144,212.87
Pay Estimate #3 (7/11/2024)	\$24,105.85	\$168,318.72
Pay Estimate #4 (8/8/2024)	\$114,289.69	\$282,608.41
Pay Estimate #5 (9/12/2024)	\$51,228.41	\$333,836.82
Pay Estimate #6 (10/10/2024)	\$203,102.01	\$536,938.83
Pay Estimate #7 (11/14/2024)	\$211,778.01	\$748,716.84
Pay Estimate #8 (12/12/2024)	\$19,605.63	\$768,322.47
Pay Estimate #9 (1/9/2025)	\$11,328.75	\$779,651.22
Pay Estimate #10 (2/6/2025)	\$5,796.90	\$785,448.12
Pay Estimate #11 (3/13/2025)	\$4,144.46	\$789,592.58
Pay Estimate #12 (5/1/2025)	\$125,995.23	\$915,587.81
Pay Estimate #13 (6/12/2025)	\$323,324.92	\$1,238,912.73
Pay Estimate #14 (7/10/2025)	\$28,738.03	\$1,267,650.76
Pay Estimate #15 (8/14/2025)	\$5,780.18	\$1,273,430.94
Pay Estimate #16 (9/11/2025)	\$53,850.17	\$1,327,281.11

A breakdown of the contract status is as follows:

Amended Contract Amount	- \$1,389,273.09
Paid to Date	- <u>\$1,327,281.11</u>
Contract Remaining	- \$61,991.98

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

Attachments:

1. Pay Request #16



City of Clive

Payment Invoice

NW 114TH STREET RECONSTRUCTION

Description	Road reconstruction from 200' west of Nw 111th to walnut creek bridge.
Payment Number	16
Pay Period	08/03/2025 to 08/30/2025
Approval Date	09/11/2025
Prime Contractor	Alliance Construction Group, LLC 9400 Plum Dr. Urbandale, IA 50322
Payment Status	Pending
Awarded Project Amount	\$1,349,523.50
Authorized Amount	\$1,389,273.09

Line Number	Item	Unit	Current Paid Quantity	Unit Price	Amount
Section: 1 Description					
0330	24-033	SY	3.660	\$7.000	\$25.62
DRIVEWAY REMOVAL, PCC					
0370	24-037	SY	24.960	\$77.000	\$1,921.92
DRIVEWAY, PAVED, PCC, 7"					
					Section Total: \$1,947.54
					Project Total: \$1,947.54

Summary

Current Approved Work:	\$1,947.54	Approved Work To Date:	\$1,343,190.64
Current Stockpile Advancement:	\$0.00	Stockpile Advancement To Date:	\$92,483.00
Current Stockpile Recovery:	\$0.00	Stockpile Recovery To Date:	\$92,483.00
Current Retainage:	\$97.37	Retainage To Date:	\$67,159.53
Current Retainage Released:	\$52,000.00	Retainage Released To Date:	\$52,000.00
Current Liquidated Damages:	\$0.00	Liquidated Damages To Date:	\$0.00
Current Adjustment:	\$0.00	Adjustments To Date:	\$0.00
Current Payment:	\$53,850.17	Payments To Date:	\$1,328,031.11
Previous Payment:	\$5,780.18	Previous Payments To Date:	\$1,274,180.94

Mayor, City of Clive

Date

Project Engineer, Jonathan Cygan

Date

Field Engineer, Nolan Daft

Date

Contractor, Alliance Construction Group

Date



Memo

TO: Mayor and Council members

FROM: Jeff May, Public Works Director

DATE: September 11, 2025

RE: Approve Pay Request #17 - Alice's Road Reconstruction - Phase 1 - Design - Snyder & Associates - \$61,049.70

SYNOPSIS:

Staff recommends approval of Pay Request #17 in the amount of \$61,049.70, to Snyder & Associates, for professional services completed on the design for the Alice's Road Reconstruction - Phase 1 - Design.

Please see attached Council Letter for details.

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

Attachments:

1. 09-11-25 - Pay Request #17 - Alice's Road Reconstruction - Phase 1 - Design - Snyder - \$61,049.70
2. CL - 09-11-25 - Pay Request #17 - Alice's Road Reconstruction Design-Phase 1 - Snyder & Associates - \$61,049.70



IOWA | MISSOURI | NEBRASKA | SOUTH DAKOTA | WISCONSIN

INVOICE FOR PROFESSIONAL SERVICES

August 31, 2025

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

Invoice No: 123.1396.01 - 17

Email jmay@cityofclive.com

Project 123.1396.01 Alice's Road Reconstruction- Phase 1

Professional Services through July 31, 2025

Division 1

(50% Waukee / 50% Clive)

Billing Limits	Current	Prior	To-Date
Total Billings	0.00	726,474.28	726,474.28
Limit			726,500.00
Remaining			25.72
Phase Subtotal			0.00

Division 2

(15% Waukee / 85% Clive)

	Hours	Rate	Amount
Sr. Engineer	4.50	216.00	972.00
Engineer VIII	23.50	198.00	4,653.00
Engineer IV	1.50	153.00	229.50
Engineer II	70.75	128.00	9,056.00
Engineer I	29.50	115.00	3,392.50
Lead Technician	5.00	150.00	750.00
Technician III	26.00	82.00	2,132.00
Total Services	160.75		21,185.00
Total Services			21,185.00

Stantec Consultant Services Inc.			
7/29/2025	Stantec Consultant Services Inc.	Services through 06/27/2025	292.50
Total Consultants			292.50

Billing Limits	Current	Prior	To-Date
Total Billings	21,477.50	288,221.20	309,698.70
Limit			344,100.00
Remaining			34,401.30
Phase Subtotal			\$21,477.50

Division 3

(0% Waukee / 100% Clive)

REMIT TO: SNYDER & ASSOCIATES, INC.
Mailing: PO Box 1159 | Ankeny, IA 50021
Physical: 2727 SW Snyder Blvd. | Ankeny IA 50023

p: 888-964-2020 | f: 515-964-7938
Federal E.I.N. 42-1379015
SNYDER-ASSOCIATES.COM

Project	123.1396.01	Clive-NEAlice'sRd-NEHorizonDrtoMeredithD	Invoice	17
		Hours	Rate	Amount
Principal Environmental Scientist I		11.50	237.00	2,725.50
Sr. Engineer		13.00	216.00	2,808.00
Engineer VIII		40.00	198.00	7,920.00
Planner VI		1.25	178.00	222.50
Engineer VI		7.00	178.00	1,246.00
Engineer IV		10.00	153.00	1,530.00
Right-of-Way Agent II		14.00	128.00	1,792.00
Engineer II		112.50	128.00	14,400.00
Engineer I		13.00	115.00	1,495.00
Technician III		18.50	82.00	1,517.00
Technician I		.50	66.00	33.00
Administrative II		3.00	77.00	231.00
Total Services		244.25		35,920.00
Total Services				35,920.00
Stantec Consultant Services Inc.				
7/29/2025	Stantec Consultant Services Inc.	Services through 06/27/2025	3,627.00	
Total Consultants				3,627.00
Employee Mileage			25.20	
Total Expenses				25.20
Billing Limits		Current	Prior	To-Date
Total Billings		39,572.20	510,246.96	549,819.16
Limit				866,400.00
Remaining				316,580.84
			Phase Subtotal	\$39,572.20
			Amount Due this Invoice	<u>\$61,049.70</u>
Billings to Date	Total	Prior	Current	
	1,585,992.14	1,524,942.44	61,049.70	

Thank you. We appreciate the opportunity to serve you.

Accounts Receivable Inquiry: ar@snyder-associates.com

Project Manager: Nathan Carhoff

August 27, 2025

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

RE: INVOICE NO. 17
ALICE'S ROAD RECONSTRUCTION
NE HORIZON DRIVE TO MEREDITH DRIVE
PROJECT #123.1396

Dear Jeff:

The attached invoice covers work on the project through July 2025. Work during this period included ongoing utility coordination for construction of Phase 1A as well as coordination for Phase 1B, construction support services, and continued preliminary design for Phase 2 through Phase 4. We have also completed a substantial portion of the additional storm water management on the Underberg parcel and continued right-of-way acquisition with the Phase 3 and Phase 4 areas of the project.

Per previous correspondence and coordination, an amendment for additional and out-of-scope services has been submitted for review and approval.

Please contact me with any questions.

Sincerely,

SNYDER & ASSOCIATES, INC.



Nathan Carhoff, P.E.
Project Manager
Enclosure

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

	Division 1			Division 2			Division 3			Totals		
	Div. Total	Clive	Waukee	Div. Total	Clive	Waukee	Div. Total	Clive	Waukee	Contract Total	Clive	Waukee
		50%	50%		85%	15%		100%	0%			
Invoice #1	\$18,946.03	\$9,473.02	\$9,473.01	\$16,280.21	\$13,838.18	\$2,442.03	\$22,529.45	\$22,529.45	-	\$57,755.69	\$45,840.65	\$11,915.04
Invoice #2	\$28,684.50	\$14,342.25	\$14,342.25	\$7,782.19	\$6,614.86	\$1,167.33	\$17,857.06	\$17,857.06	-	\$54,323.75	\$38,814.17	\$15,509.58
Invoice #3	\$60,433.92	\$30,216.96	\$30,216.96	\$11,943.26	\$10,151.77	\$1,791.49	\$33,524.00	\$33,524.00	-	\$105,901.18	\$73,892.73	\$32,008.45
Invoice #4	\$69,319.72	\$34,659.86	\$34,659.86	\$25,690.00	\$21,836.50	\$3,853.50	\$41,203.75	\$41,203.75	-	\$136,213.47	\$97,700.11	\$38,513.36
Invoice #5	\$78,192.26	\$39,096.13	\$39,096.13	\$6,513.00	\$5,536.05	\$976.95	\$20,341.50	\$20,341.50	-	\$105,046.76	\$64,973.68	\$40,073.08
Invoice #6	\$62,476.47	\$31,238.24	\$31,238.23	\$5,482.00	\$4,659.70	\$822.30	\$22,602.00	\$22,602.00	-	\$90,560.47	\$58,499.94	\$32,060.53
Invoice #7	\$55,843.61	\$27,921.81	\$27,921.80	\$7,698.00	\$6,543.30	\$1,154.70	\$17,468.75	\$17,468.75	-	\$81,010.36	\$51,933.86	\$29,076.50
Invoice #8	\$67,906.96	\$33,953.48	\$33,953.48	\$7,708.75	\$6,552.44	\$1,156.31	\$14,652.25	\$14,652.25	-	\$90,267.96	\$55,158.17	\$35,109.79
Invoice #9	\$98,381.72	\$49,190.86	\$49,190.86	\$6,818.29	\$5,795.55	\$1,022.74	\$12,899.75	\$12,899.75	-	\$118,099.76	\$67,886.16	\$50,213.60
Invoice #10	\$94,579.84	\$47,289.92	\$47,289.92	\$810.00	\$688.50	\$121.50	\$27,251.85	\$27,251.85	-	\$122,641.69	\$75,230.27	\$47,411.42
Invoice #11	\$81,104.75	\$40,552.38	\$40,552.37	\$2,374.00	\$2,017.90	\$356.10	\$18,560.00	\$18,560.00	-	\$102,038.75	\$61,130.28	\$40,908.47
Invoice #12	\$10,604.50	\$5,302.25	\$5,302.25	\$74,324.00	\$63,175.40	\$11,148.60	\$73,158.50	\$73,158.50	-	\$158,087.00	\$141,636.15	\$16,450.85
Invoice #13	\$0.00	\$0.00	\$0.00	\$47,554.00	\$40,420.90	\$7,133.10	\$107,880.35	\$107,880.35	-	\$155,434.35	\$148,301.25	\$7,133.10
Invoice #14	\$0.00	\$0.00	\$0.00	\$1,760.00	\$1,496.00	\$264.00	\$18,330.25	\$18,330.25	-	\$20,090.25	\$19,826.25	\$264.00
Invoice #15	\$0.00	\$0.00	\$0.00	\$34,065.50	\$28,955.68	\$5,109.82	\$12,420.50	\$12,420.50	-	\$46,486.00	\$41,376.18	\$5,109.82
Invoice #16	\$0.00	\$0.00	\$0.00	\$31,418.00	\$26,705.30	\$4,712.70	\$49,567.00	\$49,567.00	-	\$80,985.00	\$76,272.30	\$4,712.70
Invoice #17	\$0.00	\$0.00	\$0.00	\$21,477.50	\$18,255.88	\$3,221.62	\$39,572.20	\$39,572.20	-	\$61,049.70	\$57,828.08	\$3,221.62
Total Billed to Date	\$ 726,474.28	\$ 363,237.16	\$ 363,237.12	\$ 309,698.70	\$ 263,243.91	\$ 46,454.79	\$ 549,819.16	\$ 549,819.16	-	\$1,585,992.14	\$ 1,176,300.23	\$ 409,691.91
Total Contract	\$ 726,500.00	\$ 363,250.00	\$ 363,250.00	\$ 344,100.00	\$ 292,485.00	\$ 51,615.00	\$ 866,400.00	\$ 866,400.00	-	\$ 1,937,000.00	\$ 1,522,135.00	\$ 414,865.00

Memo

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

FROM: Jeff May, Public Works Director

DATE: September 11, 2025

RE: Approve Pay Request #17 – Alice’s Road Reconstruction -
Phase 1- Design – Snyder & Associates - \$61,049.70



Public Works Department

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

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

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

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

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

The Professional Services Agreement (PSA) for Phase 1 includes the final design of Phase 1 plus the conceptual design of Phases 2-4. The design and conceptual design of the future phases will include the roadway, intersection configuration of all intersections, storm sewer, water, sanitary sewer, stormwater management, trails and aesthetics for the entire Alice’s Road corridor. In addition, the conceptual design will include the Douglas Parkway corridor from Berkshire Parkway, including the intersection of Berkshire Parkway, to the west corporate limit. The PSA

will also include work related to right-of-way and easement acquisition and assistance with finding and obtaining grants to assist with the cost of the project.

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

Staff recommends approval of Pay Request #17 in the amount of \$61,049.70, to Snyder & Associates, for professional services completed on the design for the Alice's Road Reconstruction – Phase 1 – Design.

Pay Request Summary

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

Division 1 Approved Agreement Amount	\$ 363,250.00	\$ 363,250.00	\$ 726,500.00
Pay Request #1 (02/22/24)	\$ 9,473.02	\$ 9,473.01	\$ 18,946.03
Pay Request #2 (03/14/24)	\$ 14,342.25	\$ 14,342.25	\$ 28,684.50
Pay Request #3 (04/11/24)	\$ 30,216.96	\$ 30,216.96	\$ 60,433.92
Pay Request #4 (05/23/24)	\$ 34,659.86	\$ 34,659.86	\$ 69,319.72
Pay Request #5 (06/13/24)	\$ 39,096.13	\$ 39,096.13	\$ 78,192.26
Pay Request #6 (07/25/24)	\$ 31,238.24	\$ 31,238.23	\$ 62,476.47
Pay Request #7 (08/08/24)	\$ 27,921.81	\$ 27,921.80	\$ 55,843.61
Pay Request #8 (09/12/24)	\$ 33,953.48	\$ 33,953.48	\$ 67,906.96
Pay Request #9 (10/10/24)	\$ 49,190.86	\$ 49,190.86	\$ 98,381.72
Pay Request #10 (11/14/24)	\$ 47,289.92	\$ 47,289.92	\$ 94,579.84
Pay Request #11 (12/12/24)	\$ 40,552.38	\$ 40,552.37	\$ 81,104.75
Pay Request #12 (03/27/25)	\$ 5,302.25	\$ 5,302.25	\$ 10,604.50
Pay Request #13 (05/22/25)	\$ 0.00	\$ 0.00	\$ 0.00
Pay Request #14 (06/12/25)	\$ 0.00	\$ 0.00	\$ 0.00
Pay Request #15 (07/10/25)	\$ 0.00	\$ 0.00	\$ 0.00
Pay Request #16 (08/14/25)	\$ 0.00	\$ 0.00	\$ 0.00
Amount Requested to Date – Division 1	\$ 363,237.16	\$ 363,237.12	\$ 726,474.28
Amount paid previously – Division 1	\$ 363,237.16	\$ 363,237.12	\$ 726,474.28
Amount due this pay request – Division 1	\$ 0.00	\$ 0.00	\$ 0.00
Amount remaining - Division 1	\$ 12.84	\$ 12.88	\$ 25.72

Division 2 Approved Agreement Amount	\$ 292,485.00	\$ 51,615.00	\$ 344,100.00
Pay Request #1 (02/22/24)	\$ 13,838.18	\$ 2,442.03	\$ 16,280.21
Pay Request #2 (03/14/24)	\$ 6,614.86	\$ 1,167.33	\$ 7,782.19
Pay Request #3 (04/11/24)	\$ 10,151.77	\$ 1,791.49	\$ 11,943.26
Pay Request #4 (05/23/24)	\$ 21,836.50	\$ 3,853.50	\$ 25,690.00
Pay Request #5 (06/13/24)	\$ 5,536.05	\$ 976.95	\$ 6,513.00
Pay Request #6 (07/25/24)	\$ 4,659.70	\$ 822.30	\$ 5,482.00

Pay Request #7 (08/08/24)	\$ 6,543.30	\$ 1,154.70	\$ 7,698.00
Pay Request #8 (09/12/24)	\$ 6,552.44	\$ 1,156.31	\$ 7,708.75
Pay Request #9 (10/10/24)	\$ 5,795.55	\$ 1,022.74	\$ 6,818.29
Pay Request #10 (11/14/24)	\$ 688.50	\$ 121.50	\$ 810.00
Pay Request #11 (12/12/24)	\$ 2,017.90	\$ 356.10	\$ 2,374.00
Pay Request #12 (03/27/25)	\$ 63,175.40	\$ 11,148.60	\$ 74,324.00
Pay Request #13 (05/22/25)	\$ 40,420.90	\$ 7,133.10	\$ 47,554.00
Pay Request #14 (06/12/25)	\$ 1,496.00	\$ 264.00	\$ 1,760.00
Pay Request #15 (07/10/25)	\$ 28,955.68	\$ 5,109.82	\$ 34,065.50
Pay Request #16 (08/14/25)	\$ 26,705.30	\$ 4,712.70	\$ 31,418.00
Pay Request #17 (09/11/25)	\$ 18,255.88	\$ 3,221.62	\$ 21,477.50
Total Requested to Date – Division 2	\$ 263,243.91	\$ 46,454.79	\$ 309,698.70
Amount paid previously – Division 2	\$ 244,988.03	\$ 43,233.17	\$ 288,221.20
Amount due this pay request – Division 2	\$ 18,255.88	\$ 3,221.62	\$ 21,477.50
Amount remaining - Division 2	\$ 29,241.09	\$ 5,160.21	\$ 34,401.30

Division 3 Approved Agreement Amount	\$ 866,400.00	\$ 0.00	\$ 866,400.00
Pay Request #1 (02/22/24)	\$ 22,529.45	\$ 0.00	\$ 22,529.45
Pay Request #2 (03/14/24)	\$ 17,857.06	\$ 0.00	\$ 17,857.06
Pay Request #3 (04/11/24)	\$ 33,524.00	\$ 0.00	\$ 33,524.00
Pay Request #4 (05/23/24)	\$ 41,203.75	\$ 0.00	\$ 41,203.75
Pay Request #5 (06/13/24)	\$ 20,341.50	\$ 0.00	\$ 20,341.50
Pay Request #6 (07/25/24)	\$ 22,602.00	\$ 0.00	\$ 22,602.00
Pay Request #7 (08/08/24)	\$ 17,468.75	\$ 0.00	\$ 17,468.75
Pay Request #8 (09/12/24)	\$ 14,652.25	\$ 0.00	\$ 14,652.25
Pay Request #9 (10/10/24)	\$ 12,899.75	\$ 0.00	\$ 12,899.75
Pay Request #10 (11/14/24)	\$ 27,251.85	\$ 0.00	\$ 27,251.85
Pay Request #11 (12/12/24)	\$ 18,560.00	\$ 0.00	\$ 18,560.00
Pay Request #12 (03/27/25)	\$ 73,158.50	\$ 0.00	\$ 73,158.50
Pay Request #13 (05/22/25)	\$ 107,880.35	\$ 0.00	\$ 107,880.35
Pay Request #14 (06/12/25)	\$ 18,330.25	\$ 0.00	\$ 18,330.25
Pay Request #15 (07/10/25)	\$ 12,420.50	\$ 0.00	\$ 12,420.50
Pay Request #16 (08/14/25)	\$ 49,567.00	\$ 0.00	\$ 49,567.00
Pay Request #17 (09/11/25)	\$ 39,572.20	\$ 0.00	\$ 39,572.20
Total Requested to Date – Division 3	\$ 549,819.16	\$ 0.00	\$ 549,819.16
Amount paid previously – Division 3	\$ 510,246.96	\$ 0.00	\$ 510,246.96
Amount due this pay request – Division 3	\$ 39,572.20	\$ 0.00	\$ 39,572.20
Amount remaining - Division 3	\$ 316,580.84	\$ 0.00	\$ 316,580.84
Total Amount Requested to Date	\$ 1,176,300.23	\$ 409,691.91	\$ 1,585,992.14
Total Amount Paid Previously	\$ 1,118,472.15	\$ 406,470.29	\$ 1,524,942.44
Total Amount due this pay request	\$ 57,828.08	\$ 3,221.62	\$ 61,049.70
Total Amount Remaining on Contract	\$ 345,834.77	\$ 5,173.09	\$ 351,007.86

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



Memo

TO: Mayor and Council members

FROM: Jeff Thielen, Parks Manager

DATE: September 11, 2025

RE: Approve Purchase - Greenbelt Landing Landscape Trees & Shrubs - DMF Gardens - \$41,650.00

SYNOPSIS:

The landscape schedule for the Greenbelt Landing Project reveals a diverse selection of 2.5" caliper B&B trees and # 3 potted shrubs. Approximately 18 different tree and shrub species were selected to help diversify our tree canopy for this project. Staff requested quotes from numerous nurseries, but DMF Gardens has submitted a substantially accurate quote while other quotes received were either incomplete or substitutions were made for species and caliper size.

Please see the breakdown of tree and shrub quotes received.

1. DMF Gardens-\$41,650.00 (substantially fulfilled quote as requested)
2. Miller Nursery & Landscaping - \$41,580.08 (Incomplete and species substitutions quoted)
3. Bentley Ridge Tree Farm & Nursery - \$39,255.00 (11-species substitutions quoted)
4. Timber Pine Landscape & Nursery - \$35,500.00 (9-species substitutions quoted)

Staff is recommending approval of \$41,650.00 to purchase landscape trees and shrubs for the Greenbelt Landing project.

Attachments:

1. Quote - Greenbelt Landing Project Trees \$41,650.00



1720 East Washington Avenue
Des Moines, IA 50316
P: (515) 266-2488 F: (515) 262-8907
sales@dmfgardens.com

QUOTATION

ESTIMATE # QO-14984

DATE 09/03/2025

CONTACT Joel Pasco

EXPIRATION DATE 09/15/2025

CUSTOMER:

City of Clive
1900 NW 114th St
Clive IA 50325

SHIP TO:

City of Clive
1900 NW 114th Street
Clive IA 50325

SHIP DATE:

10/06/2025

SALESPERSON		PROJECT	PAYMENT TERMS	
Travis		Greenbelt Landing	COD	
QTY	SIZE	DESCRIPTION	UNIT PRICE	LINE TOTAL
16	2.5" B&B	Acer saccharum <i>Sugar Maple</i>	289.00	\$4,624.00
2	8' B&B clump	Amelanchier grandiflora 'Autumn Brilliance®' -Using(+/- 2.5" cal) in place of 2. <i>Serviceberry</i>	245.00	\$490.00
21	#30 clump	Betula nigra 'Cully'- Using #30 (+/- 2.5" cal) Clump in place of 2.5" Cal. B&B <i>Heritage® River Birch</i>	283.00	\$5,943.00
19	#3	Ceanothus americanus - Limited <i>New Jersey Tea</i>	35.00	\$665.00
11	2.5" B&B	Celtis occidentalis <i>Hackberry</i>	289.00	\$3,179.00
31	#3	Cornus stolonifera 'Farrow' PP18523 <i>Arctic Fire® Red Twig Dogwood</i>	33.00	\$1,023.00
13	#3	Diervilla hybrida 'G2X88544' PP27548 <i>Kodiak® Series Orange Honeysuckle</i>	33.00	\$429.00
8	2.5" B&B	Gleditsia triacanthos 'Shademaster' <i>Honeylocust</i>	289.00	\$2,312.00
9	2.5" B&B	Gymnocladus dioicus <i>Kentucky Coffee Tree</i>	325.00	\$2,925.00
1	2.5" B&B	Nyssa sylvatica -Limited <i>Black Gum</i>	289.00	\$289.00
7	2.5" B&B	Ostrya virginiana -Limited <i>American Hophornbeam</i>	289.00	\$2,023.00
3	10' B&B	Pinus strobus -Special Order -suggested 8' in stock @ \$210.00 <i>Eastern White Pine</i>	272.00	\$816.00
23	2.5" B&B	Platanus occidentalis <i>American Sycamore</i>	289.00	\$6,647.00
14	2.5" B&B	Quercus bicolor <i>Swamp White Oak</i>	289.00	\$4,046.00
6	2.5" B&B	Quercus macrocarpa <i>Bur Oak</i>	289.00	\$1,734.00
7	2.5" B&B	Taxodium distichum <i>Bald Cypress</i>	272.00	\$1,904.00



1720 East Washington Avenue
Des Moines, IA 50316
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sales@dmfgardens.com

QUOTATION

ESTIMATE # QO-14984DATE 09/03/2025CONTACT Joel PascoEXPIRATION DATE 09/15/2025

CUSTOMER:

City of Clive
1900 NW 114th St
Clive IA 50325

SHIP TO:

City of Clive
1900 NW 114th Street
Clive IA 50325

SHIP DATE:

10/06/2025

SALESPERSON		PROJECT	PAYMENT TERMS	
Travis		Greenbelt Landing	COD	
QTY	SIZE	DESCRIPTION	UNIT PRICE	LINE TOTAL
9	2.5" B&B	Ulmus americana 'Valley Forge' - Using/Sim. in place of 'Lewis & Clark' <i>American Elm</i>	289.00	\$2,601.00
0	1	ZZ - 25% deposit and signed quote/acknowledgement copy due at time of order	0.00	\$0.00

Thank you for the opportunity to provide you with this quotation!

SUBTOTAL	\$41,650.00
TAX RATE	0.00%
TOTAL TAX	\$0.00
GRAND TOTAL	\$41,650.00

This quotation is subject to the specific conditions noted below:

- Products quoted are subject to availability at time of order.
- FOB DMF Gardens greenhouse/nursery unless otherwise noted.
- 25% deposit for custom grown orders at time of order.
- Products not picked up within 30 days of ship date are subject to 5% per month maintenance/storage fee.
- Warranty is not included in this quotation.
- Prices subject to lead time and digging schedule.
- Ship date must accompany order to be valid.

To accept this quotation, please sign here and return:

Suppliers of quality trees, shrubs, aquatics, and perennials



Memo

TO: Mayor and Council members

FROM:

DATE: September 11, 2025

RE: Approve Purchase - Greenbelt Landing Site Furniture - MMCITE' USA LLC- \$10,553.00

SYNOPSIS:

As part of the Greenbelt Landing project, the city is providing certain items to save costs as part of construction. These items include trees and shrubs, bike racks, picnic tables, trash cans and park benches. All items were specified as part of the design process and, where possible, staff tried to find multiple companies to provide quotes for the purchase of the materials. In the case of the site furniture, there is only one place to purchase the items.

Staff recommend approval of the purchase of trash cans for Greenbelt Landing from MMCITE' USA LLC.

Attachments:

1. 2500520US_Litter_Bins_City_of_Clive_City_of_Clive_3

PROJECT NAME

Litter Bins City of Clive

QUOTE NUMBER

2500520US - 3

REVISION

3

DATE

08/27/2025

PROJECT LOCATION

Clive, IA, USA

VALID UNTIL

09/26/2025

PAYMENT TERMS

DP 50%, F 50%, 7 days net

INCOTERMS 2024®

DDP

CLIENT

City of Clive

Richard Brown

rbrown@cityofclive.com

515 223-5246

SALES REPRESENTATIVE

mmcité - Zeka



Jose Meira

j.meira@mmcité.com

980 502-0389

PREPARED BY:

Judita Quinones

j.quinones@mmcité.com

704 995 1942 ext. 105

LEAD TIMES

standard products(15-17 weeks)

Product	Description	Qty	Price USD	Total USD
<u>Prax, trash bin, PRX-B315t</u> ↗ PRX-B315-202000	580x370x1055mm [23x15x42 inches] LxWxH, with rain cover, frame for fixing the plastic bag, rectangular base, zinc and powder-coated steel structure, standard mmcité RAL, hardwood jatoba slats, FSC 100%, un-oiled, surface mounted RAL 9006 white aluminum	3	2,387.00	7,161.00

Subtotal Products	7,161.00
Global Trade Impact Fee (22.00%)	1,575.00
Shipping & Handling	1,817.00
Total USD	10,553.00
Grand Total USD	10,553.00



QUOTATION

NOTES

OPTIONAL QUICK SHIP DELIVERY 3-4 WEEKS

Approval for Purchase

Please provide the following details to confirm your order:

Date:

Approved By: Company

Name:

Title:

Signature:

Note: This signed quotation will serve as your official Purchase Order.

By signing this quotation, you confirm your selections for product models, quantities, colors, wood types, finishes, and graphics. This order will not be accepted without these details, as well as the full delivery address and site contact information. An Order Confirmation (OC) will follow upon receipt of the completed information. It is the buyer's responsibility to ensure all products comply with project specifications and requirements. Mmcite usa is not liable for non-compliance once the order is confirmed.

Additional Notes:

The design and appearance of all products in this proposal are copyrighted and are the intellectual property of mmcité a.s. Access to these designs is granted solely for evaluating this proposal for the specified project.

Any further use, including reproduction, manufacture, or commissioning of similar designs, is prohibited without prior written consent from mmcité a.s., in accordance with U.S applicable laws.

Price and Payment Terms:**Payment:**

50% Initial Deposit: This payment is required to initiate the order process. An invoice will be issued upon order confirmation, and payment is due within 7 days of the invoice date. This deposit secures your order and initiates the production or allocation of the goods. Failure to make this payment within the specified period may result in rescheduling of the production timeline or the cancellation of your order. **50% Final Payment:** The remaining balance is due following the issuance of a final invoice, which will be sent prior to the scheduled delivery of the goods. The final payment must be completed within 7 days of receiving this invoice to ensure there are no delays in the delivery process. It is essential that this payment is received before delivery; failure to do so may result in a delay or rescheduling of the delivery date.

Prices Include: All necessary installation hardware.

Prices Exclude: Installation services.

Currency: USD

Delivery and Shipping Terms:

Incoterms 2024®: DDP (Delivered Duty Paid). Includes all costs up to the point of delivery, including duties and taxes; exclude sales tax unless specifically mentioned

Standard Lead Time:

15-17 weeks for standard catalog products.

Add 2 weeks for products with special certifications or features (Resysta, stainless steel, "SMART", "NEW", "GREEN").

Add 1 week for deliveries to the West Coast.

16-25 weeks for custom-made products, detailed scheduling to be discussed.

Clients are advised to consult with us at least 16 weeks before the products are needed on-site to ensure the best delivery terms.

Transport and Handling:

Goods shipped in wooden crates/pallets. Detailed site access requirements must be provided to arrange suitable transportation.

FSC 100%

The products labeled with "FSC® 100%" are made from wood sourced from responsibly managed forests certified in accordance with the standards of the Forest Stewardship Council® (FSC®). Our FSC® 100% certified products carry the Certificate Registration Code PBN-COC-065387-F.

Product Specifications and Compliance:

Product Quality: Designed for durability in outdoor public spaces, resistant to adverse weather and vandalism.

Customization: Prices include standard colors and materials. Non-standard options available at additional costs and may affect lead times.

Tax Notice:

Sales Tax: Any applicable taxes, including sales tax, will be additional and determined at the time of order. mmcité usa LLC meets the Nexus requirements to collect and remit sales tax in CA, FL, MA, NJ, NY, NC, PA, and VA.

Tax Calculation: At the time of this quote, sales tax usually cannot be calculated, unless otherwise stated in the above. Sales tax will be applied when the order is placed.

Tax Exemption: If your company is sales tax exempt, please provide the documentation at the time of the order.

Payment Methods:

ACH Transfers: Preferred method.

Credit Card: Subject to a 2.5% convenience fee.

Check: Accepted (please make the check payable to mmcité USA LLC, and for added security, write 'For Deposit Only to mmcité USA LLC Account' with your endorsement on the back.)

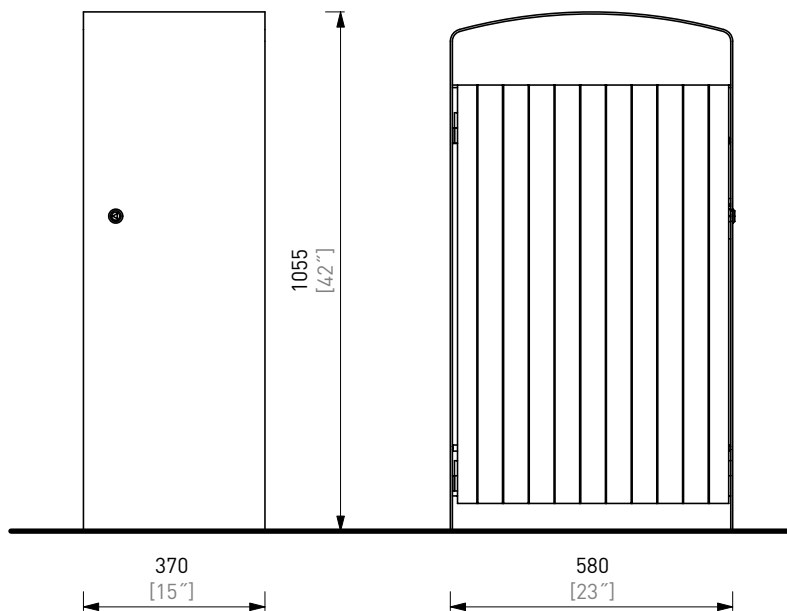
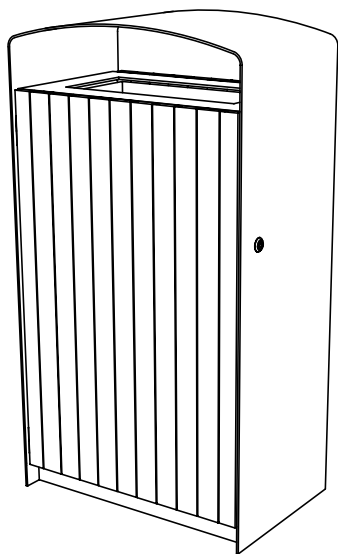
Warranty:

mmcité provides warranty against defects in materials and workmanship under normal use – more details can be downloaded from [mmcité_limited_warranty](#)

Additional Terms:

Force Majeure: Not liable for delays due to circumstances beyond reasonable control. Rights to propose price adjustments or cancel contracts if conditions persist.

You can explore all our standard materials, finishes and colors via this [link](#).



ILLUSTRATIVE PHOTO



Memo

TO: Mayor and Council members

FROM:

DATE: September 11, 2025

RE: Approve Purchase - Greenbelt Landing Site Furniture - Graber Manufacturing - \$16,370.51

SYNOPSIS:

As part of the Greenbelt Landing project, the city is providing certain items to save costs as part of construction. These items include trees and shrubs, bike racks, picnic tables, trash cans and park benches. All items were specified as part of the design process and, where possible, staff tried to find multiple companies to provide quotes for the purchase of the materials. In the case of the site furniture, there is only one place to purchase the items.

Staff recommend approval of the purchase of bike racks for Greenbelt Landing from Graber Manufacturing.

Attachments:

1. Quote 33455_updated

Graber Manufacturing

1080 Uniek Drive
 Waunakee, WI 53597

Voice: 608.849.1080
 Fax: 608.849.1081

QUOTATION

Quote Number: 0033455
 Quote Date: 8/27/2025

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

ShipTo:
City of Clive Greenbelt Landing 1900 NW 114th St CLIVE, IA 50325

Customer ID	Good Thru	Payment Terms	Sales Rep
COC503	9/26/2025	Net 30 Days	LS

Qty	Item	Description	Unit Price	Amount
39	ORNS-2-SF-P	Orion Rack 2 Square - Surface Mount - Powder Coated Color: Grey	389.00	15,171.00
39	RT1237-Z-6	STUD 1/2 x 3-3/4 - Removable Concrete Anchor - Zinc Plated - 6 Each	14.09	549.51
1	/SHIPPING1	Shipping Charges	550.00	550.00
1	/HANDLING1	Handling Charges	100.00	100.00
0	/TAXEXEMPT	Tax Exempt Form on File *Please provide a copy of your Tax Exempt Form	0.00	0.00
Subtotal:				16,370.51
Sales Tax:				0.00
TOTAL:				16,370.51

WE ARE A SUPPLIER ONLY: As a supplier only, we are not subject to subcontractor terms and conditions. The customer is responsible for completeness, accuracy, and conformity to their plans and specifications. We will not proceed with orders until all details such as materials, options, colors, etc. are complete and accurate.

MILL CERTIFICATE AVAILABLE IF SPECIFICALLY REQUESTED AND QUOTED IN ADVANCE.

PRICING: Quoted prices will be held for 30 days. Changes in quantities will effect prices. All prices are in U.S. Dollars.

SHIPPING AND HANDLING CHARGES: Shipping charges are estimated and are subject to actual shipping charges incurred at the time of shipment. Unless indicated above, shipping charges do not include unloading and placement. Please see our shipping information for available services and pricing.

LEAD TIMES: We appreciate your patience as we work to complete your project within the original timeframe. Please note that lead times and estimated ship dates are indeed subject to change due to various factors beyond our control.

CUSTOMER DELAYS: Customer delays greater than two weeks after notification that the goods are ready to ship will incur storage charges at the rate of 1% of the sale amount per day.

TAXES: Customers are responsible for all applicable taxes. Tax exemption certificate must be submitted prior to order placement.
 CANCELLATION: Orders cancelled more than two weeks after placement are subject to a 30% to 100% charge based upon cost incurred. Custom orders cannot be cancelled.
 COMPLETE TERMS AND CONDITIONS: Additional terms and conditions are attached.



Memo

TO: Mayor and Council members

FROM:

DATE: September 11, 2025

RE: Approve Purchase - Greenbelt Landing Site Furniture - Landscape Forms - \$101,254.94

SYNOPSIS:

As part of the Greenbelt Landing project, the city is providing certain items to save costs as part of construction. These items include trees and shrubs, bike racks, picnic tables, trash cans and park benches. All items were specified as part of the design process and, where possible, staff tried to find multiple companies to provide quotes for the purchase of the materials. In the case of the site furniture, there is only one place to purchase the items.

Staff recommend approval of the purchase of picnic tables and park benches for Greenbelt Landing from Landscape Forms.

Attachments:

1. 0000440290 Quotation

Quote

Date: 08/27/2025

LF Quote#: 0000440290

PO#:

Project: Greenbelt Landing - Site Furniture

Bill To: City Of Clive, Parks And Recreation
ATTN: Richard Brown
1885 N.W. 123 Street
Clive, IA 50325

CORPORATE
7800 E. Michigan Avenue
Kalamazoo, MI 49048-9543
P: 800.521.2546 F: 269.381.3455
www.landscapeforms.com
Federal I.D.# 38-1897577
FSC# PBN-COC-001261

Ship To: City Of Clive, Parks And Recreation
ATTN: Richard Brown
1885 N.W. 123 Street
Clive, IA 50325

Ship To Contact Phone:(515) 223-5246
Ship Via: Common Carrier
F.O.B.: Destination

Qty	Description	Unit Price	Total Price
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CONTRACT: OMNIA #07-100			
When ordering please confirm:			
- Shipping address and contact information (name and ph#) - Billing address and contact information - Is your firm or the project tax exempt? If so, exemption certificate must accompany order - Delivery schedule:			
Ship immediately upon completion OR Ship On/After the date:_____			
11	Harvest Harvest Product: <i>Rectangular Table</i> Table Top Length: <i>94.75"</i> Table Height: <i>Dining Height (30.25")</i> Table Top Depth: <i>47.75"</i> Mounting: <i>Freestanding</i> Umbrella Hole: <i>Umbrella Hole Not Available</i> Table Accessory: <i>No Accessory</i> Top Polyethylene Color: <i>Sunset Orange</i> Frame Powdercoat Color: <i>Loll Sunset Orange</i>	\$ 2,689.74	\$ 29,587.14
22	Harvest Harvest Product: <i>Bench</i> Bench Length: <i>94"</i> Bench Height: <i>Dining Height</i> Mounting: <i>Freestanding</i> Bag Hangers: <i>Bag Hangers Not Available</i> Seat Polyethylene Color: <i>Sunset Orange</i> Frame Powdercoat Color: <i>Loll Sunset Orange</i>	\$ 1,564.62	\$ 34,421.64

Quote

Date: 08/27/2025

LF Quote#: 0000440290

PO#:

Project: Greenbelt Landing - Site Furniture

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Ship Via: Common Carrier
F.O.B.: Destination

Qty	Description	Unit Price	Total Price
11	Americana Lounge Lounge Size: <i>Single Lounge</i> Tablet Arm Option: <i>No Tablet Arms</i> Seat Color: <i>Sunset Orange</i> Powdercoat Color: <i>Loll Sunset Orange</i> Mounting: <i>Freestanding</i> Bag Hanger: <i>With 1 Bag Hanger</i>	\$ 1,634.94	\$ 17,984.34
3	Generation 50 Bench Bench Style: <i>Cantilever</i> Bench Length: <i>72"</i> Back Option: <i>Backed</i> Mounting: <i>Surface Mount</i> Arm Option: <i>No Arms</i> Face Board Style: <i>Curved Face Board</i> Seat Material: <i>Ipe no finish (exterior use only)</i> Support Color: <i>Obsidian</i> Arm Color: <i>Not Applicable</i>	\$ 2,513.94	\$ 7,541.82

Item Total	\$ 89,534.94
Shipping & Handling	\$ 11,720.00
Sub Total	\$ 101,254.94
Estimated Tax	\$ 0.00
Document Total	\$ 101,254.94

Payment Terms: Pending-Net30

Quote

Date: 08/27/2025

LF Quote#: 0000440290

PO#:

Project: Greenbelt Landing - Site Furniture

Bill To: City Of Clive, Parks And Recreation
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Landscape Forms, Inc. reserves the right to change payment terms based on payment history as well as information obtained from commercial credit reporting agencies.

- Purchaser is responsible for confirming options, materials, quantities, etc., for completeness and conformity to plans and specifications.
- Changes to or cancellations of standard product orders may incur a penalty charge of 30% or more.
- Orders including modified or custom product (Specials and/or Studio 431) may not be cancelled. If an order is terminated by the customer, payment in full is expected for the product subtotal regardless of current project status.
- Orders including modified or custom product (Specials and/or Studio 431) are subject to price increase after engineering/product development is complete and approved by the customer. Modifications in price will be handled via change order.
- All manufacturing of product, as engineered and/or designed by Landscape Forms, shall be performed exclusively by Landscape Forms or its expressly authorized affiliates or subcontractors. Customer shall not engage any third party for the manufacture of said Product without the prior written consent of Landscape Forms.
- All orders that include a swing product must include an executed liability waiver to be accepted and entered into production.
- Only the Material Supplier Standard Limited Warranty shall apply to all product sold by Landscape Forms. No other warranties or changes to the standard warranty will be applied or accepted.
- No merchandise can be returned without authorization from Landscape Forms. Returns may be subject to a disposition fee of 30-100%.
- Prices based on quantities shown and quantity changes may affect price.
- QUOTED prices are held for 60 days. After receipt of a written ORDER, prices will be held for up to twelve months from receipt of the order. Changes in quantity or specification may affect pricing. Upfit and Scenic pricing will only be held for six months after receipt of a written order.
- Pricing includes selection from our standard color palette. Optional colors and custom color matches are available for an additional fee and will extend lead-time. Please contact our corporate office for more information.
- Fixtures for custom products are the property of Landscape Forms, Inc., and are not available for sale.
- Landscape Forms is a supplier only and ships via common carrier. Customer is responsible for offloading and installing unless otherwise indicated above.
- Handling fees alone will apply on third party and customer pick-up orders.
- Mounting hardware is only available on a limited number of products. Please consult the installation recommendations or contact our corporate office to confirm. In the event hardware is provided, it MUST be used for proper installation.
- Refer to Care and Maintenance guidelines for more detailed information and instructions.
- All orders ship upon completion of fabrication. A one-week grace period may be available, after which storage fees will apply.
- This Agreement contains the entire understanding between the parties. All prior communications are merged into this Agreement. The terms of this Agreement shall control any conflict between documents.

Page: 3 of 4

Cust #: ZLOW7
SSR: Connor Lockwood
Rep: North Central Team, NCT01

Landscape Forms Customer Service

Purchaser

Seller

landscapeforms®

Quote

Date: 08/27/2025

LF Quote#: 0000440290

PO#:

Project: Greenbelt Landing - Site Furniture

Bill To: City Of Clive, Parks And Recreation
ATTN: Richard Brown
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ATTN: Richard Brown
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Clive, IA 50325

Ship To Contact Phone:(515) 223-5246

Ship Via: Common Carrier

F.O.B.: Destination

- This Agreement may be signed by the parties separately and by facsimile, and together they shall be deemed one binding, original Agreement.
- Purchaser shall pay all costs and expenses paid or incurred by Landscape Forms, Inc. in collecting any amounts due for goods purchased by Purchaser, including without limitation, reasonable attorneys' fees and collection costs. Balances on invoices not paid within 30 days of date of invoice, or within an alternate period of time as determined and indicated by Landscape Forms, shall incur interest at a rate of 18% per annum. Cash discounts are not offered.
- The quoted price may include estimated tax, duties and tariffs. Actual tax, duties and tariffs shall be purchaser's responsibility and may be added to an invoice as a separate and additional charge to purchaser unless an acceptable exemption certificate is presented.
- To the extent purchaser supplies or modifies the standard specifications for any products, Landscape Forms, Inc. expressly disclaims all representations and warranties related to such products or their design whether express or implied except that the products shall be manufactured in accordance with purchaser's specifications.
- **REMITTANCE OPTIONS:** For information on paying via credit card, ACH, direct bank transfer, or wire please email us at AR@landscapeforms.com. Please note all credit card charges will be subject to a 3% surcharge. Mail payments to:

USD Checks

Landscape Forms, Inc.
Dept 78073
PO Box 78000
Detroit, MI 48278-0073
USA

CAD Cheques

Landscape Forms, Inc.
PO Box 2408
Station A
Toronto, Ontario M5W 2K6
CAN

Page: 4 of 4

Cust #: ZLOW7
SSR: Connor Lockwood
Rep: North Central Team, NCT01

Landscape Forms Customer Service

Purchaser

Seller

landscapeforms®



Memo

TO: Mayor and Council members

FROM: Jerry Freestone, Operations Administrator

DATE: September 11, 2025

RE: Resolution approving 2025/27 Sidewalk Snow Removal Contract Renewal

SYNOPSIS:

The City of Clive contracts for sidewalk snow removal along NW 86th Street. The length of sidewalks included in the proposed contract totals 3,061 linear feet and includes the streetscape areas south of Natural Grocers and near and around the bridge over Walnut Creek.

The City has been contracted with Brilliant Borders since 2019. Brilliant Borders has done a good job in the past years and has submitted a proposal for the 2025/27 snow seasons at the same prices of the previous service agreement.

	<u>Brilliant Borders</u>
0-1.99 inch snowfall	\$ 410.00
2-3.99 inch snowfall	\$ 570.00
4-7.99 inch snowfall	\$ 780.00
8-11.99 inch snowfall	\$ 980.00
12 inch and over snowfall	\$1,420.00
Salting of Sidewalks (Ice Melt by request only)	\$0.70 Per Pound

Staff recommends Council approval of the two-year Service Agreement from Brilliant Borders as the NW 86th Street Sidewalk Snow Removal contractor for the 2025/27 snow seasons.

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

Attachments:

1. Resolution - 09-11-25 - 2025-2027 - Sidewalk Snow Removal Agreement - Brilliant Borders
2. 09-11-25 - Service Agreement for Sidewalk Snow Removal along NW 86th Street - Brilliant Borders

RESOLUTION NO. _____

RESOLUTION APPROVING SIDEWALK SNOW REMOVAL AGREEMENT
WITH BRILLIANT BORDERS

WHEREAS, the City wishes to contract for snow removal from certain sidewalks and City-owned property for the 2025-2027 snow seasons; and

WHEREAS, the City has reviewed the proposal submitted by Brilliant Borders and would like to contract with them for snow removal from certain sidewalks and City-owned property for the 2025-2027 snow seasons.

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

That the Service Agreement with Brilliant Borders regarding snow removal from certain City-owned property be and 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 _____, 2025.

By _____
John Edwards, Mayor

ATTEST:

Matthew Graham, City Clerk



CITY OF CLIVE
2123 111TH STREET
CLIVE, IA 50325

Sales: Jason Buckingham
City of Clive-86th Street-2025-2026 Snow Removal
86th Street Clive, IA 50325

Est ID: EST3251988
Date: Aug-21-2025

Extra Services	Visits	Billing Type	Visit Price
Snow Removal--Walks--0-1.99"	1	Per Visit	\$410.00
Snow removal on city sidewalks along 86th street. Contractor will remove snow within 12 hours of the city completing the street snow removal in the streets.			
Snow Removal--Walks--Walks--2-3.99"	1	Per Visit	\$570.00
Snow removal on city sidewalks along 86th street. Contractor will remove snow within 12 hours of the city completing the street snow removal in the streets			
Snow Removal--Walks--4-7.99"	1	Per Visit	\$780.00
Snow removal on city sidewalks along 86th street. Contractor will remove snow within 12 hours of the city completing the street snow removal in the streets			
Snow Removal--Walks-8-11.99"	1	Per Visit	\$980.00
Snow removal on city sidewalks along 86th street. Contractor will remove snow within 12 hours of the city completing the street snow removal in the streets			

Extra Services	Visits	Billing Type	Visit Price
Snow Removal--Walks-12" Plus	1	Per Visit	\$1,420.00

Snow removal on city sidewalks along 86th street. Contractor will remove snow within 12 hours of the city completing the street snow removal in the streets

Salting--Sidewalks	1	Per Visit	\$0.70
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Salting of sidewalks upon request only. Cost is per pound applied.

Snow Removal Terms & Conditions

- 1) Contractor shall remove snow when there is a snowfall in excess of .1" unless otherwise indicated in this Agreement.
- 2) Snow will be "moved" to common areas, to include lawn, and public easement. Snow will be moved to a common area. Should any snow need hauled off site or moved to a different location on site after plowing, there will be a fee of \$380.00 Per Hour to move snow. This includes loader, dump truck and operators.
- 3) Contractor will attempt to plow as close as possible to structures and doors.
- 4) Contractor not responsible to any asphalt damage due to plows or snow pushers.
- 5) If the fuel price exceeds \$4.25 for unleaded, or \$5.25 for diesel, Brilliant Borders will add a 1.5% (up to \$150.00) surcharge to the total invoice as a fuel surcharge.
- 6) Contractor is not responsible for any slips and falls other than its own employees.
- 7) Contractor reserves the right to refuse snow plowing services for any location that it determines to be in such condition as to render it hazardous or unsuitable for the Contractors equipment or employees.
- 8) Client agrees to indemnify, defend and hold harmless Contractor, and its officers, employees, directors, representatives and agents (each, an "Indemnified Party"), from and against any and all claims, losses, settlements, fines, liabilities, damages, deficiencies, costs or expenses (including interest, penalties and attorneys' fees and disbursements) ("Damages") suffered, sustained, incurred or required to be paid by any such Indemnified Party due to, based upon, arising out of, in connection with, or otherwise in respect of: (i) the performance of the Services contemplated hereby or otherwise as a result of any acts or omissions by Client, its employees, agents, representatives and clients, (ii) failure by Client to perform its obligations under this Agreement, or (iii) enforcement of this paragraph. This paragraph shall survive the termination of this Agreement.
- 9) Prior to the commencement of snow removal operations, representatives of Client and Contractor shall inspect the site and document existing conditions. Contractor will not be responsible for any damage to driveways, expansion joints, walks, and other paved surfaces resulting from treatments with calcium chloride (or equivalent) or salt/sand materials. Contractor is not responsible for cosmetic scrapes on driveways, parking surfaces, or sidewalks, or damage to concrete or paved surfaces at or near expansion joints. Client acknowledges that concrete will crack under the ordinary stress of freezing and thawing, and cracked concrete will not be the responsibility of Contractor during driveway, parking surface, or sidewalk snow removal or de-icing treatments. Contractor will not be responsible for damage to objects (e.g., planters, statues, etc.) left in snow plow areas. Damage to garage doors and sod caused by snow plows shall be the responsibility of Contractor; Contractor shall not be responsible for damage to turf or plant materials caused by snow melting or de-icing materials.

10) This contract is for a period of 2 years starting on 11/1/2025 and ending 4/30/2027. Pricing above is for the 2025-2026 snow season. Pricing will increase 3% from the above pricing for the 2026-2027 snow season.

BY SIGNING BELOW, THE CUSTOMER ACKNOWLEDGES HAVING READ AND UNDERSTOOD THIS CONTRACT AND THAT THE CUSTOMER IS SATISFIED WITH THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT.

Estimate authorized by:

Jason Buckingham

Estimate approved by:

Signature Date:

08/21/2025

Signature Date:

Email:

Jason@brilliantborders.com



Memo

TO: Mayor and Council members

FROM: Julia McGuire, Administrative Assistant

DATE: September 11, 2025

RE: Resolution Approving 2025 Clive Soil Quality Restoration Program Agreements

SYNOPSIS:

The 2025 Clive Soil Quality Restoration Cost-Share Program remains extremely popular among Clive residents. The attached agreements outline each party's financial responsibility and grant the City's contractor, A Plus Lawn and Landscape, permission to perform the designated work. This is the additional set of agreements mentioned on the Council meeting agenda on August 28, 2025. Staff recommends approval.

Attachments:

1. easements for 9 11 2025
2. RESOLUTION APPROVING 2025 CLIVE SOIL QUALITY RESTORATION PROGRAM AGREEMENTS

**City of Clive 2025 Soil Quality Restoration Program
Right of Entry and Temporary Construction Easement Agreement
Between City of Clive and Undersigned Property Owner**

WHEREAS, City of Clive, Iowa, a governmental subdivision of the State of Iowa, hereinafter referred to as “City” or “the City”, has implemented the 2025 Soil Quality Restoration Program, hereinafter referred to as “Project,” to collaborate with resident property owners to improve soil health, stormwater infiltration, and water quality through Soil Quality Restoration, hereinafter referred to as “Practice.”

WHEREAS, the City has employees or may hire a contractor to complete soil quality restorations on private properties.

WHEREAS, Undersigned Property Owner, hereinafter referred to as “Grantor” or “Grantors”, desire to be part of the Project and apply the Practice on their property. Said property legally described as set forth in **EXHIBIT A**, hereinafter referred to as the “Property”; and

WHEREAS, the City has agreed to act as a fiscal agent on behalf of state, local, and federal funding partners; and

WHEREAS, in order to improve water quality on the Property; the Practice will need to be installed on the Property; and

WHEREAS, the City believes that improving water quality through Practice implementations located in Polk County, Iowa and Dallas County, Iowa pursuant to this Agreement is in the best interests of the City.

NOW, THEREFORE, with incorporation of the above recitals and for other consideration as set forth herein, the parties do mutually contract and agree as follows:

A. Duties of Grantor(s)

In consideration of the installation of soil quality restoration on the Property with City cost-share funding of fifty percent (50%) of the total cost with a limit of up to one thousand dollars (\$1,000.00), the Grantor(s) agree he/she/it/they:

- 1) Grants the City, its agents, its contractors and subcontractors the right of reasonable entry upon the Property in the project area depicted on the map attached hereto as **EXHIBIT B**. The right of entry is for the area associated with the Project. In particular, Grantor(s) hereby grant the City, its agents, its contractors and subcontractors’ reasonable access to enter and reenter the Property for the purpose of constructing, installing, managing and evaluating (collectively “Installation”) the Practice on the Property in order to improve water quality and evaluate the effectiveness of the Practice. This right of entry shall run with the land and be binding against Grantor(s) and his/her/its/their heirs, successors and assigns.
- 2) Grants the City, its agents, its contractors and subcontractors a temporary construction easement upon the Property in the Project Area. The temporary construction easement is for the portion of the Property needed for Installation of the Practice, as depicted on the map attached hereto as EXHIBIT B (“Temporary Easement Area”). Said easement shall run with the land and be binding against Grantor(s) and his/her/its/their heirs, successors and assigns.

- 3) Agrees to be responsible for having the Property free and clear of any obstacles for the Installation of the Practice, specifically, the Grantor(s) shall have the turf where the Practice will be applied prepared as outlined by the City, its agent, employee and/or contractor(s), and manage the turf after the Practice is applied as outlined by the City, its agent, employee and/or contractor(s).
- 4) Agrees that the City shall not be responsible for any damage to the Property beyond reasonable repairs to areas disturbed by the City. Any requests for repair must be made in writing to the City Clerk and within 30 calendar days of the date of the City's written notice to the Grantor of completion of the Installation (including restoration) of the Practice on the Property.
- 5) Agrees to allow the City, through its agents, contractors or subcontractors, to construct and install the Practice upon the Property.
- 6) Agrees that upon the acceptance of the Practice, the improvements will become the property of and the sole responsibility of the Grantor(s).
- 7) Except as may be caused by the grossly negligent acts or omissions of the City, its employees, agents or its representatives, and to the extent otherwise provided by law, Grantor(s) agrees that the City shall not be liable for injury or property damage occurring in or to the Temporary Easement Area, the property abutting said Temporary Easement Area, nor for property damage to any improvements or obstructions thereon resulting from the City's exercise of this Agreement. Grantor(s) agrees to indemnify and hold City, its employees, agents and representatives harmless against any loss, damage, injury or any claim or lawsuit by another party for loss, damage or injury arising out of or resulting from the negligent or intentional acts or omissions of Grantor(s) or its employees, agents or representatives.

B. Duties of the City:

In consideration of the Grantor(s) agreeing to the installation and construction of the Practice on the Property, granting the City right of entry and granting the City a temporary easement, and other consideration herein, the City agrees to the following:

- 1) Conduct bid letting or quote proceedings for the contracted installation and construction of Practice on the Property.
- 2) Award bids or quotes to the lowest responsible bidder for the contracted installation and construction of the Practice on the Property.
- 3) Complete all local, state and federal permitting requirements.
- 4) Act as the fiscal agent.
- 5) Restore the Temporary Easement Area as needed after exercising City's rights hereunder. The City shall not be responsible for any maintenance of the land located within the Temporary Easement Area, replacement or repair of fences, irrigation systems and lines, power lines or cords, fiber lines or other similar utilities, and all parties agree that such responsibility shall remain with Grantor(s). The City may, however, perform such maintenance in the Temporary Easement Area should it determine in its sole discretion such maintenance is needed before the Project is completed.

C. General Terms:

- 1) The City may unilaterally terminate this Agreement at any time upon ten days written notice to the Grantors. Grantors may unilaterally terminate this agreement at any time prior to the start of construction by the City or its contractors by providing written notice to the City.
- 2) This Agreement shall be binding to all transferees, purchasers, assigns, heirs and successors.
- 3) This Agreement shall be construed by and governed in accordance with the laws of the State of Iowa applicable to contracts wholly performed therein. Any action, suit or proceeding based upon any matter, claim or controversy arising hereunder or relating hereto shall be brought solely in the state or federal courts located in Polk County, Iowa. The parties irrevocably waive objection to the venue of the above-mentioned courts, including any claim that such action, suit or proceeding has been brought in an inconvenient forum.
- 4) This Agreement and any exhibits or attachments hereto reflect the entire agreement among the parties regarding the subject matter hereof, and supersedes and replaces all prior agreements, negotiations or discussions, whether oral or written.
- 5) This Agreement may not be amended except by a subsequent writing signed by all parties hereto.
- 6) Notice: All notices referenced in this Agreement shall be given in writing and sent by email, as follows:

If to the Grantor(s): email address(es) provided at program registration, or Landowner Name and Address as noted on signature block.

If to the City: waterresources@cityofclive.com or as provided, or
City of Clive
1900 N.W. 114th Street
Clive, Iowa 50325
Attention: City Clerk

- 7) If any provision of this Agreement is held to be invalid, void, or unenforceable for any reason, the balance of the provisions shall nevertheless remain in full force and effect and shall in no way be affected, impaired, or invalidated.
- 8) The Parties acknowledge that this Agreement and its reduction to final form is the result of extensive good faith negotiations between the Parties and that any statute or rule of construction that ambiguities are to be resolved against the drafting party should not be employed in the interpretation of this Agreement.
- 9) Any captions to the paragraphs of this Agreement are solely for the convenience of the parties, are not a part of this Agreement, and shall not be used for the interpretation or determination of the validity of this Agreement or any portion thereof.
- 10) This Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which together shall, be deemed to constitute a single document. Signatures transmitted by facsimile or other electronic means shall have the same force and effect as original signatures.
- 11) Words and phrases herein shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender, according to the context. Each of the parties hereto hereby irrevocably waives all right to trial by jury in any action, proceeding or counterclaim arising out of or relating to this Agreement.

Signed this 19th day of August, 2025.

GRANTOR:

By: John Hyde

Printed Name: John Hyde

Owner(s) of Property Located at: 1502 NW 131st St
Clive, Iowa 50325

ACCEPTANCE BY CITY

STATE OF IOWA)
) SS
COUNTY OF POLK)

I, Matthew D. Graham, City Clerk of the City of Clive, Iowa, do hereby certify that the within and foregoing Agreement and Temporary Easement was duly approved and accepted by the City Council of said City of Clive by Resolution No. _____, passed on the _____ day of _____, 2025, and this certificate is made pursuant to authority contained in said Resolution.

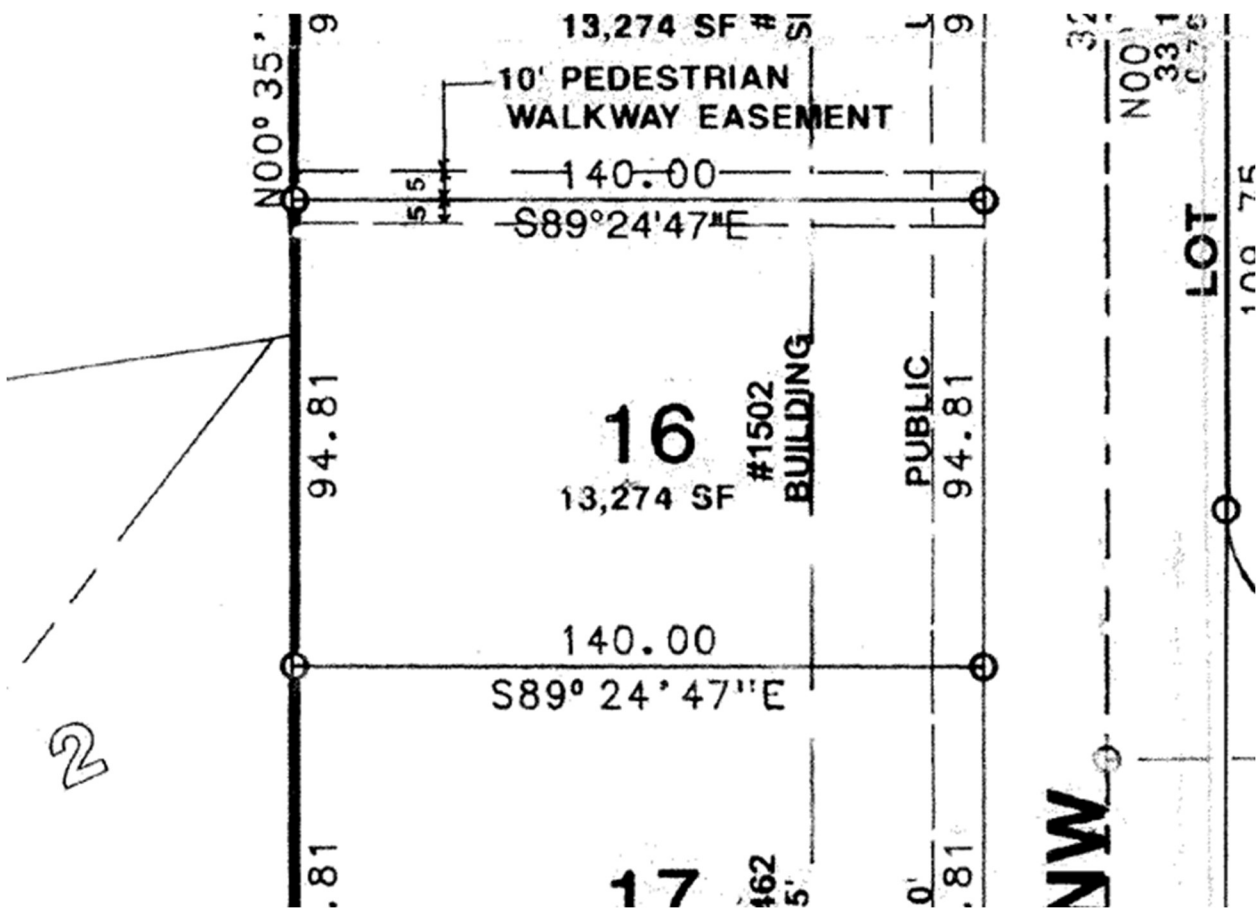
Signed this _____ day of _____, 2025.

Matthew D. Graham
City Clerk of City of Clive, Iowa

EXHIBIT A – LEGAL DESCRIPTION

LOT 16 HUNTINGTON RIDGE PLAT 2

HUNTINGTON RIDGE PLAT 02 LOT 16



**City of Clive 2025 Soil Quality Restoration Program
Right of Entry and Temporary Construction Easement Agreement
Between City of Clive and Undersigned Property Owner**

WHEREAS, City of Clive, Iowa, a governmental subdivision of the State of Iowa, hereinafter referred to as “City” or “the City”, has implemented the 2025 Soil Quality Restoration Program, hereinafter referred to as “Project,” to collaborate with resident property owners to improve soil health, stormwater infiltration, and water quality through Soil Quality Restoration, hereinafter referred to as “Practice.”

WHEREAS, the City has employees or may hire a contractor to complete soil quality restorations on private properties.

WHEREAS, Undersigned Property Owner, hereinafter referred to as “Grantor” or “Grantors”, desire to be part of the Project and apply the Practice on their property. Said property legally described as set forth in **EXHIBIT A**, hereinafter referred to as the “Property”; and

WHEREAS, the City has agreed to act as a fiscal agent on behalf of state, local, and federal funding partners; and

WHEREAS, in order to improve water quality on the Property; the Practice will need to be installed on the Property; and

WHEREAS, the City believes that improving water quality through Practice implementations located in Polk County, Iowa and Dallas County, Iowa pursuant to this Agreement is in the best interests of the City.

NOW, THEREFORE, with incorporation of the above recitals and for other consideration as set forth herein, the parties do mutually contract and agree as follows:

A. Duties of Grantor(s)

In consideration of the installation of soil quality restoration on the Property with special grant funding, the Grantor provides payment of ten percent (10%) or fifty percent (50%) based on order of offer acceptance. Grantor will also be responsible for expenses exceeding the \$1,000 City match. The Grantor(s) agree he/she/it/they:

- 1) Grants the City, its agents, its contractors and subcontractors the right of reasonable entry upon the Property in the project area depicted on the map attached hereto as **EXHIBIT B**. The right of entry is for the area associated with the Project. In particular, Grantor(s) hereby grant the City, its agents, its contractors and subcontractors’ reasonable access to enter and reenter the Property for the purpose of constructing, installing, managing and evaluating (collectively “Installation”) the Practice on the Property in order to improve water quality and evaluate the effectiveness of the Practice. This right of entry shall run with the land and be binding against Grantor(s) and his/her/its/their heirs, successors and assigns.
- 2) Grants the City, its agents, its contractors and subcontractors a temporary construction easement upon the Property in the Project Area. The temporary construction easement is for the portion of the Property needed for Installation of the Practice, as depicted on the map attached hereto as EXHIBIT B (“Temporary Easement Area”). Said easement shall run with the land and be binding against Grantor(s) and his/her/its/their heirs, successors and assigns.

- 3) Agrees to be responsible for having the Property free and clear of any obstacles for the Installation of the Practice, specifically, the Grantor(s) shall have the turf where the Practice will be applied prepared as outlined by the City, its agent, employee and/or contractor(s), and manage the turf after the Practice is applied as outlined by the City, its agent, employee and/or contractor(s).
- 4) Agrees that the City shall not be responsible for any damage to the Property beyond reasonable repairs to areas disturbed by the City. Any requests for repair must be made in writing to the City Clerk and within 30 calendar days of the date of the City's written notice to the Grantor of completion of the Installation (including restoration) of the Practice on the Property.
- 5) Agrees to allow the City, through its agents, contractors or subcontractors, to construct and install the Practice upon the Property.
- 6) Agrees that upon the acceptance of the Practice, the improvements will become the property of and the sole responsibility of the Grantor(s).
- 7) Except as may be caused by the grossly negligent acts or omissions of the City, its employees, agents or its representatives, and to the extent otherwise provided by law, Grantor(s) agrees that the City shall not be liable for injury or property damage occurring in or to the Temporary Easement Area, the property abutting said Temporary Easement Area, nor for property damage to any improvements or obstructions thereon resulting from the City's exercise of this Agreement. Grantor(s) agrees to indemnify and hold City, its employees, agents and representatives harmless against any loss, damage, injury or any claim or lawsuit by another party for loss, damage or injury arising out of or resulting from the negligent or intentional acts or omissions of Grantor(s) or its employees, agents or representatives.

B. Duties of the City:

In consideration of the Grantor(s) agreeing to the installation and construction of the Practice on the Property, granting the City right of entry and granting the City a temporary easement, and other consideration herein, the City agrees to the following:

- 1) Conduct bid letting or quote proceedings for the contracted installation and construction of Practice on the Property.
- 2) Award bids or quotes to the lowest responsible bidder for the contracted installation and construction of the Practice on the Property.
- 3) Complete all local, state and federal permitting requirements.
- 4) Act as the fiscal agent.
- 5) Restore the Temporary Easement Area as needed after exercising City's rights hereunder. The City's duty of restoration shall be limited to the installation of seeding in areas disturbed while installing the Practice. The City shall not be responsible for any maintenance of the land located within the Temporary Easement Area, replacement or repair of fences, irrigation systems and lines, power lines or cords, fiber lines or other similar utilities, and all parties agree that such responsibility shall remain with Grantor(s). The City may, however, perform such maintenance in the Temporary Easement Area should it determine in its sole discretion such maintenance is needed before the Project is completed.

C. General Terms:

- 1) The City may unilaterally terminate this Agreement at any time upon ten days written notice to the Grantors. Grantors may unilaterally terminate this agreement at any time prior to the start of construction by the City or its contractors by providing written notice to the City.
- 2) This Agreement shall be binding to all transferees, purchasers, assigns, heirs and successors.
- 3) This Agreement shall be construed by and governed in accordance with the laws of the State of Iowa applicable to contracts wholly performed therein. Any action, suit or proceeding based upon any matter, claim or controversy arising hereunder or relating hereto shall be brought solely in the state or federal courts located in Polk County, Iowa. The parties irrevocably waive objection to the venue of the above-mentioned courts, including any claim that such action, suit or proceeding has been brought in an inconvenient forum.
- 4) This Agreement and any exhibits or attachments hereto reflect the entire agreement among the parties regarding the subject matter hereof, and supersedes and replaces all prior agreements, negotiations or discussions, whether oral or written.
- 5) This Agreement may not be amended except by a subsequent writing signed by all parties hereto.
- 6) Notice: All notices referenced in this Agreement shall be given in writing and sent by email, as follows:

If to the Grantor(s): email address(es) provided at program registration, or Landowner Name and Address as noted on signature block.

If to the City: waterresources@cityofclive.com or as provided, or
City of Clive
1900 N.W. 114th Street
Clive, Iowa 50325
Attention: City Clerk

- 7) If any provision of this Agreement is held to be invalid, void, or unenforceable for any reason, the balance of the provisions shall nevertheless remain in full force and effect and shall in no way be affected, impaired, or invalidated.
- 8) The Parties acknowledge that this Agreement and its reduction to final form is the result of extensive good faith negotiations between the Parties and that any statute or rule of construction that ambiguities are to be resolved against the drafting party should not be employed in the interpretation of this Agreement.
- 9) Any captions to the paragraphs of this Agreement are solely for the convenience of the parties, are not a part of this Agreement, and shall not be used for the interpretation or determination of the validity of this Agreement or any portion thereof.
- 10) This Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which together shall, be deemed to constitute a single document. Signatures transmitted by facsimile or other electronic means shall have the same force and effect as original signatures.
- 11) Words and phrases herein shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender, according to the context. Each of the parties hereto hereby irrevocably waives all right to trial by jury in any action, proceeding or counterclaim arising out of or relating to this Agreement.

Signed this 25 day of August, 2025.

GRANTOR:

By: Karen K. Turner

Printed Name: KAREN K. TURNER

Owner(s) of Property Located at: 4524 NW 167th St
Clive, Iowa 50325

ACCEPTANCE BY CITY

STATE OF IOWA)
) SS
COUNTY OF POLK)

I, Matthew D. Graham, City Clerk of the City of Clive, Iowa, do hereby certify that the within and foregoing Agreement and Temporary Easement was duly approved and accepted by the City Council of said City of Clive by Resolution No. _____, passed on the _____ day of _____, 2025, and this certificate is made pursuant to authority contained in said Resolution.

Signed this _____ day of _____, 2025.

Matthew D. Graham
City Clerk of City of Clive, Iowa

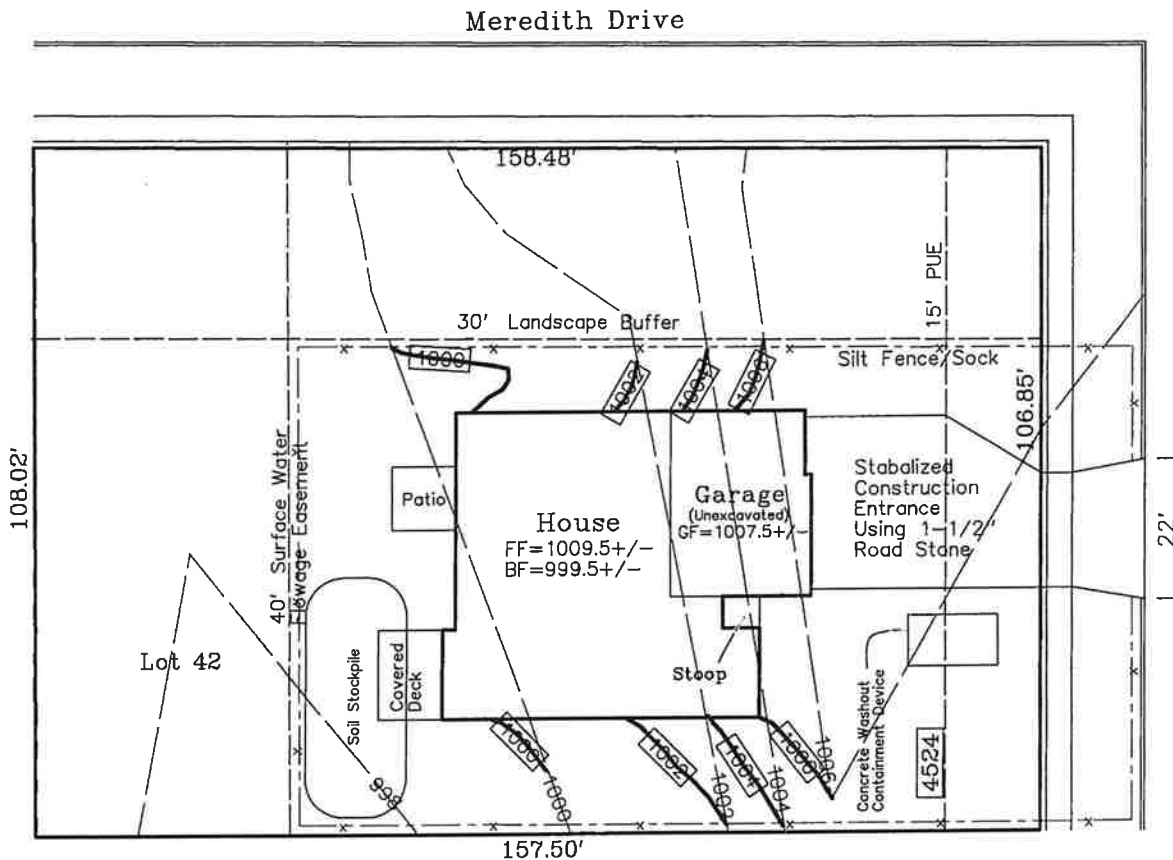
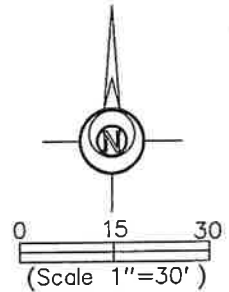
EXHIBIT A – LEGAL DESCRIPTION

WALNUT CREEK HILLS OF CLIVE PLAT 2 LOT 42

COSESCO PLAN

For:
Destiny Homes
Site Address:
4524 NW 167th Street
Clive, IA
Legal Description:
Lot 42, Walnut Creek
Hills Of Clive Plat 2,
Clive, Dallas County, Iowa

EXHIBIT B



Approved by Contractor:

Signature

Notes:

- 1) Erosion control measures will be installed at the perimeter of the property prior to any construction activity.
- 2) The stabilized rock construction entrance will be installed prior to calling for a framing inspection.
- 3) Erosion control measures will be inspected weekly and maintained as necessary to ensure their function.
- 4) Erosion control measures shall be kept in place until permanent ground cover is established.
- 5) Exposed soils shall be seeded and/or sodded no later than September 1st. Mulching or similar will be provided if the season does not enable permanent ground cover.
- 6) Additional erosion control measures may be required based on field inspection.
- 7) All construction debris shall be removed from all adjoining sites and seeded prior to completion of project.
- 8) All construction debris and sedimentation shall be removed from the public street each day.
- 9) No grading or soil storage is permitted in any overland flowage easement.
- 10) An as-built survey may be required for any lot with an overland flowage/detention easement to ensure adequate capacity remains following final grading.
- 11) Except in the case of platted MOE/MPE or MBFE requirements the First Floor Elevation (FFE), Basement Floor Elevation (BFE) and Garage Floor Elevations (GFE) may be adjusted by the contractor as field conditions warrant.
- 12) The existing contours were shown using information from the approved grading plan for the plat which may have been prepared by others. They may not reflect actual field conditions as an as-built topographic survey was not conducted.
- 13) All concrete washout will be contained on-site or placed in a containment device.

Revised 9-27-11

City Building Dept. Checkoff:

	Okay	Not Okay
Silt Fence/sock	☐	☐
Concrete Wash-out	☐	☐
Soil Stockpile	☐	☐
Stabilized Entrance	☐	☐
Inlet Protection	☐	☐

**City of Clive 2025 Soil Quality Restoration Program
Right of Entry and Temporary Construction Easement Agreement
Between City of Clive and Undersigned Property Owner**

WHEREAS, City of Clive, Iowa, a governmental subdivision of the State of Iowa, hereinafter referred to as “City” or “the City”, has implemented the 2025 Soil Quality Restoration Program, hereinafter referred to as “Project,” to collaborate with resident property owners to improve soil health, stormwater infiltration, and water quality through Soil Quality Restoration, hereinafter referred to as “Practice.”

WHEREAS, the City has employees or may hire a contractor to complete soil quality restorations on private properties.

WHEREAS, Undersigned Property Owner, hereinafter referred to as “Grantor” or “Grantors”, desire to be part of the Project and apply the Practice on their property. Said property legally described as set forth in **EXHIBIT A**, hereinafter referred to as the “Property”; and

WHEREAS, the City has agreed to act as a fiscal agent on behalf of state, local, and federal funding partners; and

WHEREAS, in order to improve water quality on the Property; the Practice will need to be installed on the Property; and

WHEREAS, the City believes that improving water quality through Practice implementations located in Polk County, Iowa and Dallas County, Iowa pursuant to this Agreement is in the best interests of the City.

NOW, THEREFORE, with incorporation of the above recitals and for other consideration as set forth herein, the parties do mutually contract and agree as follows:

A. Duties of Grantor(s)

In consideration of the installation of soil quality restoration on the Property with City cost-share funding of fifty percent (50%) of the total cost with a limit of up to one thousand dollars (\$1,000.00), the Grantor(s) agree he/she/it/they:

- 1) Grants the City, its agents, its contractors and subcontractors the right of reasonable entry upon the Property in the project area depicted on the map attached hereto as **EXHIBIT B**. The right of entry is for the area associated with the Project. In particular, Grantor(s) hereby grant the City, its agents, its contractors and subcontractors’ reasonable access to enter and reenter the Property for the purpose of constructing, installing, managing and evaluating (collectively “Installation”) the Practice on the Property in order to improve water quality and evaluate the effectiveness of the Practice. This right of entry shall run with the land and be binding against Grantor(s) and his/her/its/their heirs, successors and assigns.
- 2) Grants the City, its agents, its contractors and subcontractors a temporary construction easement upon the Property in the Project Area. The temporary construction easement is for the portion of the Property needed for Installation of the Practice, as depicted on the map attached hereto as EXHIBIT B (“Temporary Easement Area”). Said easement shall run with the land and be binding against Grantor(s) and his/her/its/their heirs, successors and assigns.

- 3) Agrees to be responsible for having the Property free and clear of any obstacles for the Installation of the Practice, specifically, the Grantor(s) shall have the turf where the Practice will be applied prepared as outlined by the City, its agent, employee and/or contractor(s), and manage the turf after the Practice is applied as outlined by the City, its agent, employee and/or contractor(s).
- 4) Agrees that the City shall not be responsible for any damage to the Property beyond reasonable repairs to areas disturbed by the City. Any requests for repair must be made in writing to the City Clerk and within 30 calendar days of the date of the City's written notice to the Grantor of completion of the Installation (including restoration) of the Practice on the Property.
- 5) Agrees to allow the City, through its agents, contractors or subcontractors, to construct and install the Practice upon the Property.
- 6) Agrees that upon the acceptance of the Practice, the improvements will become the property of and the sole responsibility of the Grantor(s).
- 7) Except as may be caused by the grossly negligent acts or omissions of the City, its employees, agents or its representatives, and to the extent otherwise provided by law, Grantor(s) agrees that the City shall not be liable for injury or property damage occurring in or to the Temporary Easement Area, the property abutting said Temporary Easement Area, nor for property damage to any improvements or obstructions thereon resulting from the City's exercise of this Agreement. Grantor(s) agrees to indemnify and hold City, its employees, agents and representatives harmless against any loss, damage, injury or any claim or lawsuit by another party for loss, damage or injury arising out of or resulting from the negligent or intentional acts or omissions of Grantor(s) or its employees, agents or representatives.

B. Duties of the City:

In consideration of the Grantor(s) agreeing to the installation and construction of the Practice on the Property, granting the City right of entry and granting the City a temporary easement, and other consideration herein, the City agrees to the following:

- 1) Conduct bid letting or quote proceedings for the contracted installation and construction of Practice on the Property.
- 2) Award bids or quotes to the lowest responsible bidder for the contracted installation and construction of the Practice on the Property.
- 3) Complete all local, state and federal permitting requirements.
- 4) Act as the fiscal agent.
- 5) Restore the Temporary Easement Area as needed after exercising City's rights hereunder. The City shall not be responsible for any maintenance of the land located within the Temporary Easement Area, replacement or repair of fences, irrigation systems and lines, power lines or cords, fiber lines or other similar utilities, and all parties agree that such responsibility shall remain with Grantor(s). The City may, however, perform such maintenance in the Temporary Easement Area should it determine in its sole discretion such maintenance is needed before the Project is completed.

C. General Terms:

- 1) The City may unilaterally terminate this Agreement at any time upon ten days written notice to the Grantors. Grantors may unilaterally terminate this agreement at any time prior to the start of construction by the City or its contractors by providing written notice to the City.
- 2) This Agreement shall be binding to all transferees, purchasers, assigns, heirs and successors.
- 3) This Agreement shall be construed by and governed in accordance with the laws of the State of Iowa applicable to contracts wholly performed therein. Any action, suit or proceeding based upon any matter, claim or controversy arising hereunder or relating hereto shall be brought solely in the state or federal courts located in Polk County, Iowa. The parties irrevocably waive objection to the venue of the above-mentioned courts, including any claim that such action, suit or proceeding has been brought in an inconvenient forum.
- 4) This Agreement and any exhibits or attachments hereto reflect the entire agreement among the parties regarding the subject matter hereof, and supersedes and replaces all prior agreements, negotiations or discussions, whether oral or written.
- 5) This Agreement may not be amended except by a subsequent writing signed by all parties hereto.
- 6) Notice: All notices referenced in this Agreement shall be given in writing and sent by email, as follows:

If to the Grantor(s): email address(es) provided at program registration, or Landowner Name and Address as noted on signature block.

If to the City: waterresources@cityofclive.com or as provided, or
City of Clive
1900 N.W. 114th Street
Clive, Iowa 50325
Attention: City Clerk

- 7) If any provision of this Agreement is held to be invalid, void, or unenforceable for any reason, the balance of the provisions shall nevertheless remain in full force and effect and shall in no way be affected, impaired, or invalidated.
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- 11) Words and phrases herein shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender, according to the context. Each of the parties hereto hereby irrevocably waives all right to trial by jury in any action, proceeding or counterclaim arising out of or relating to this Agreement.

Signed this 12 day of AUGUST, 2025.

GRANTOR:

By: Joel D. Nastruz

Printed Name: JOEL D. NASTRUZ

Owner(s) of Property Located at: 17653 Madison Dr
Clive, Iowa 50325

JNASTRUZ @ GMAIL.COM

ACCEPTANCE BY CITY

STATE OF IOWA)
) SS
COUNTY OF POLK)

I, Matthew D. Graham, City Clerk of the City of Clive, Iowa, do hereby certify that the within and foregoing Agreement and Temporary Easement was duly approved and accepted by the City Council of said City of Clive by Resolution No. _____, passed on the _____ day of _____, 2025, and this certificate is made pursuant to authority contained in said Resolution.

Signed this _____ day of _____, 2025.

Matthew D. Graham
City Clerk of City of Clive, Iowa

EXHIBIT A – LEGAL DESCRIPTION

SHADOW CREEK PLAT 4 LOT 49

EXHIBIT B

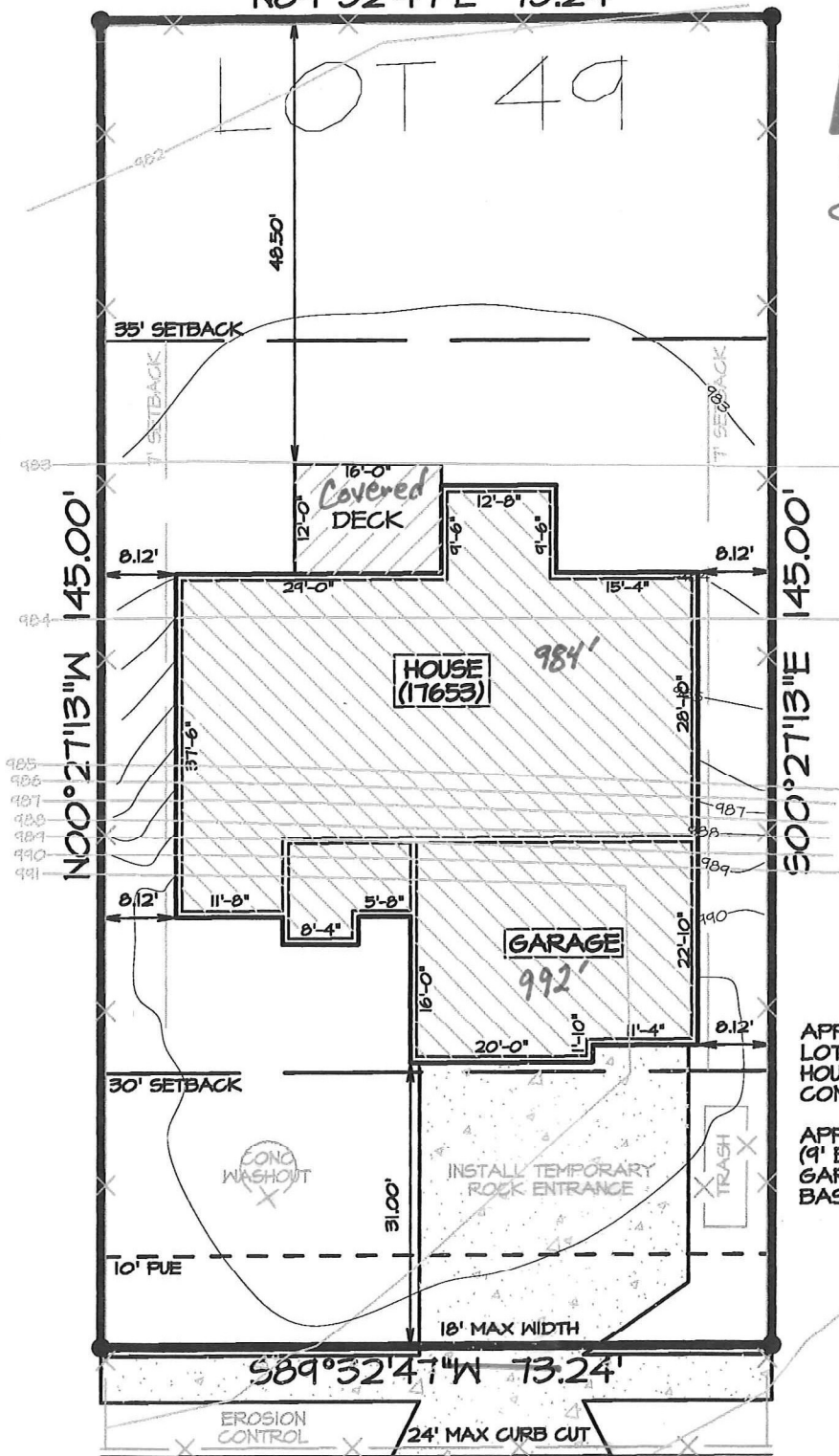
DB HOMES

17653 MADISON DR. CLIVE
LOT 49 IN SHADOW CREEK PLAT 4

N89°32'47"E 73.24'

APPROVED

Rm 3-26-20
CBO



APPROXIMATE AREAS
LOT TOTAL: 10,619 SQ FT
HOUSE, DECK: 2,955 SQ FT
CONCRETE: 889 SQ FT

APPROXIMATE ELEVATIONS
(9' BASEMENT)
GARAGE: 992.0
BASEMENT: 984.0

MADISON DR



**ASSOCIATED ENGINEERING
COMPANY OF IOWA**

1830 SB Princeton Dr. Ste M Grimes, IA 50111
Phone: (515) 255-3156 Fax: (515) 255-3157



PROJECT #
208TTT

DATE: 3/6/2020

**City of Clive 2025 Soil Quality Restoration Program
Right of Entry and Temporary Construction Easement Agreement
Between City of Clive and Undersigned Property Owner**

WHEREAS, City of Clive, Iowa, a governmental subdivision of the State of Iowa, hereinafter referred to as “City” or “the City”, has implemented the 2025 Soil Quality Restoration Program, hereinafter referred to as “Project,” to collaborate with resident property owners to improve soil health, stormwater infiltration, and water quality through Soil Quality Restoration, hereinafter referred to as “Practice.”

WHEREAS, the City has employees or may hire a contractor to complete soil quality restorations on private properties.

WHEREAS, Undersigned Property Owner, hereinafter referred to as “Grantor” or “Grantors”, desire to be part of the Project and apply the Practice on their property. Said property legally described as set forth in **EXHIBIT A**, hereinafter referred to as the “Property”; and

WHEREAS, the City has agreed to act as a fiscal agent on behalf of state, local, and federal funding partners; and

WHEREAS, in order to improve water quality on the Property; the Practice will need to be installed on the Property; and

WHEREAS, the City believes that improving water quality through Practice implementations located in Polk County, Iowa and Dallas County, Iowa pursuant to this Agreement is in the best interests of the City.

NOW, THEREFORE, with incorporation of the above recitals and for other consideration as set forth herein, the parties do mutually contract and agree as follows:

A. Duties of Grantor(s)

In consideration of the installation of soil quality restoration on the Property with City cost-share funding of one hundred percent (100%) of the total cost, the Grantor(s) agree he/she/it/they:

- 1) Grants the City, its agents, its contractors and subcontractors the right of reasonable entry upon the Property in the project area depicted on the map attached hereto as **EXHIBIT B**. The right of entry is for the area associated with the Project. In particular, Grantor(s) hereby grant the City, its agents, its contractors and subcontractors’ reasonable access to enter and reenter the Property for the purpose of constructing, installing, managing and evaluating (collectively “Installation”) the Practice on the Property in order to improve water quality and evaluate the effectiveness of the Practice. This right of entry shall run with the land and be binding against Grantor(s) and his/her/its/their heirs, successors and assigns.
- 2) Grants the City, its agents, its contractors and subcontractors a temporary construction easement upon the Property in the Project Area. The temporary construction easement is for the portion of the Property needed for Installation of the Practice, as depicted on the map attached hereto as EXHIBIT B (“Temporary Easement Area”). Said easement shall run with the land and be binding against Grantor(s) and his/her/its/their heirs, successors and assigns.

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- 4) Agrees that the City shall not be responsible for any damage to the Property beyond reasonable repairs to areas disturbed by the City. Any requests for repair must be made in writing to the City Clerk and within 30 calendar days of the date of the City's written notice to the Grantor of completion of the Installation (including restoration) of the Practice on the Property.
- 5) Agrees to allow the City, through its agents, contractors or subcontractors, to construct and install the Practice upon the Property.
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- 7) Except as may be caused by the grossly negligent acts or omissions of the City, its employees, agents or its representatives, and to the extent otherwise provided by law, Grantor(s) agrees that the City shall not be liable for injury or property damage occurring in or to the Temporary Easement Area, the property abutting said Temporary Easement Area, nor for property damage to any improvements or obstructions thereon resulting from the City's exercise of this Agreement. Grantor(s) agrees to indemnify and hold City, its employees, agents and representatives harmless against any loss, damage, injury or any claim or lawsuit by another party for loss, damage or injury arising out of or resulting from the negligent or intentional acts or omissions of Grantor(s) or its employees, agents or representatives.

B. Duties of the City:

In consideration of the Grantor(s) agreeing to the installation and construction of the Practice on the Property, granting the City right of entry and granting the City a temporary easement, and other consideration herein, the City agrees to the following:

- 1) Conduct bid letting or quote proceedings for the contracted installation and construction of Practice on the Property.
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C. General Terms:

- 1) The City may unilaterally terminate this Agreement at any time upon ten days written notice to the Grantors. Grantors may unilaterally terminate this agreement at any time prior to the start of construction by the City or its contractors by providing written notice to the City.
- 2) This Agreement shall be binding to all transferees, purchasers, assigns, heirs and successors.
- 3) This Agreement shall be construed by and governed in accordance with the laws of the State of Iowa applicable to contracts wholly performed therein. Any action, suit or proceeding based upon any matter, claim or controversy arising hereunder or relating hereto shall be brought solely in the state or federal courts located in Polk County, Iowa. The parties irrevocably waive objection to the venue of the above-mentioned courts, including any claim that such action, suit or proceeding has been brought in an inconvenient forum.
- 4) This Agreement and any exhibits or attachments hereto reflect the entire agreement among the parties regarding the subject matter hereof, and supersedes and replaces all prior agreements, negotiations or discussions, whether oral or written.
- 5) This Agreement may not be amended except by a subsequent writing signed by all parties hereto.
- 6) Notice: All notices referenced in this Agreement shall be given in writing and sent by email, as follows:

If to the Grantor(s): email address(es) provided at program registration, or Landowner Name and Address as noted on signature block.

If to the City: waterresources@cityofclive.com or as provided, or
City of Clive
1900 N.W. 114th Street
Clive, Iowa 50325
Attention: City Clerk

- 7) If any provision of this Agreement is held to be invalid, void, or unenforceable for any reason, the balance of the provisions shall nevertheless remain in full force and effect and shall in no way be affected, impaired, or invalidated.
- 8) The Parties acknowledge that this Agreement and its reduction to final form is the result of extensive good faith negotiations between the Parties and that any statute or rule of construction that ambiguities are to be resolved against the drafting party should not be employed in the interpretation of this Agreement.
- 9) Any captions to the paragraphs of this Agreement are solely for the convenience of the parties, are not a part of this Agreement, and shall not be used for the interpretation or determination of the validity of this Agreement or any portion thereof.
- 10) This Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which together shall, be deemed to constitute a single document. Signatures transmitted by facsimile or other electronic means shall have the same force and effect as original signatures.
- 11) Words and phrases herein shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender, according to the context. Each of the parties hereto hereby irrevocably waives all right to trial by jury in any action, proceeding or counterclaim arising out of or relating to this Agreement.

Signed this 28 day of August, 2025.

GRANTOR:

By:

Printed Name:

Owner(s) of Property Located at: 1601 NW 78th St
Clive, Iowa 50325

ACCEPTANCE BY CITY

STATE OF IOWA)
) SS
COUNTY OF POLK)

I, Matthew D. Graham, City Clerk of the City of Clive, Iowa, do hereby certify that the within and foregoing Agreement and Temporary Easement was duly approved and accepted by the City Council of said City of Clive by Resolution No. _____, passed on the _____ day of _____, 2025, and this certificate is made pursuant to authority contained in said Resolution.

Signed this _____ day of _____, 2025.

Matthew D. Graham
City Clerk of City of Clive, Iowa

EXHIBIT A – LEGAL DESCRIPTION

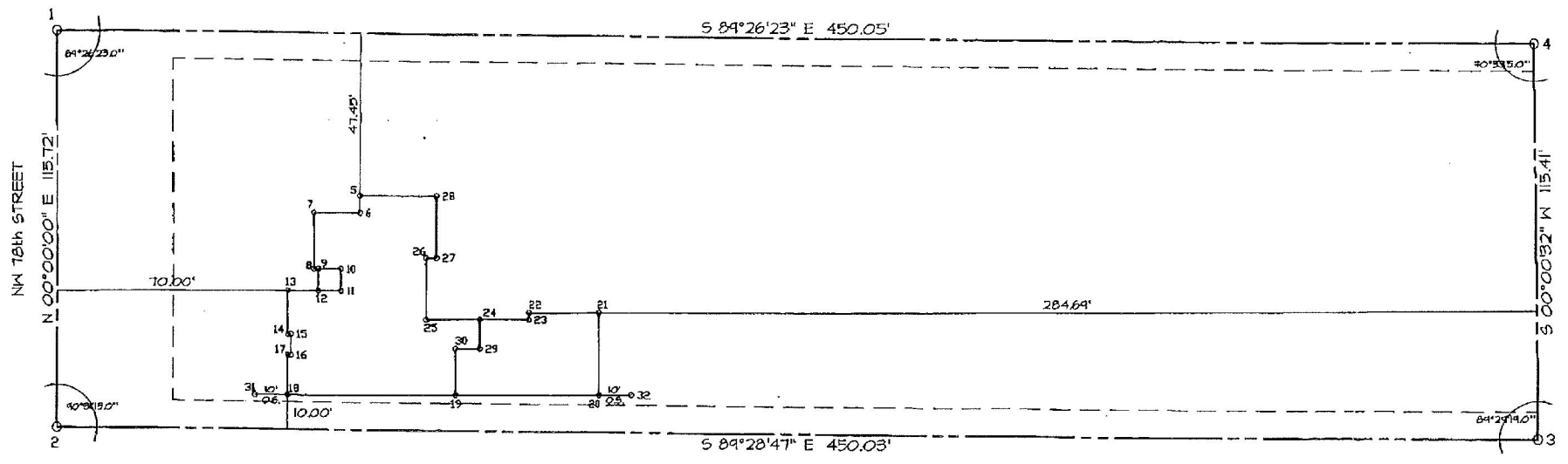
PARCEL A W 450F, LT 67

FROM CIVIL ENG/LD ARCHIT
21 JUL 2003 11:42/ST. 11:40/NO. 63085-8129 2 3

EXHIBIT B

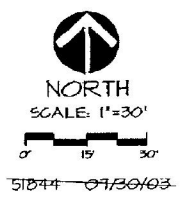
REGENCY HOMES

WALNUT CREEK HEIGHTS - CLIVE, IOWA
WEST 450' OF LOT 67 - 1601 NW 78th STREET



SETBACKS:
35' - FRONT
8' MIN. - SIDE

CEC CIVIL ENGINEERING CONSULTANTS, INC.
2400 86TH STREET, UNIT 12 DES MOINES, IOWA 50322.4379
PHONE: 515.276.4634 FAX: 515.276.7084



51844-07/30/03

RESOLUTION NO. _____

RESOLUTION APPROVING 2025 CLIVE SOIL QUALITY RESTORATION PROGRAM
AGREEMENTS

WHEREAS, the plans, specifications, form of contract and estimate of costs for the 2025 Clive Soil Quality Restoration Cost-Share Program (the “Project”) have previously been approved; and

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

WHEREAS, the City has accepted the bid of \$93,500 from A Plus Lawn and Landscape for the Project, being the lowest responsible bid received, and

WHEREAS, the property owner or owners, hereinafter referred to as “Grantor” or “Grantors,” who have signed the *City of Clive 2025 Soil Quality Restoration Cost Share Program Right of Entry and Temporary Construction Easement Agreement Between the City of Clive and Undersigned Property Owner* documents attached hereto as **EXHIBIT A**, have indicated their desire to participate in the Project, and

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

That the *City of Clive 2025 Soil Quality Restoration Cost Shar Program Right of Entry and Temporary Construction Easement Agreement* in EXHIBIT A are hereby accepted.

That the Mayor is hereby authorized and directed to execute said agreements on behalf of the City of Clive, Iowa, the same being hereby approved and accepted by his City Council; and the City Clerk is hereby authorized and directed to attest to the signature of the Mayor thereon.

PASSED AND APPROVED THIS _____ day of _____, 2025.

By: _____
John Edwards, Mayor

ATTEST:

By: _____
Matthew D. Graham, City Clerk

EXHIBIT A



Memo

TO: Mayor and Council members

FROM: Matthew Graham, City Clerk

DATE: September 11, 2025

RE: Resolution Accepting the Donation of the Clive Railroad Depot, Storage Shed, and Personal Property Contained Therein

SYNOPSIS:

The Clive Historical Society has disbanded and wishes to donate the Clive Railroad Depot, the adjacent storage shed, and all contents to the City of Clive.

The Clive Railroad Depot and storage shed are located at 8641 Swanson Boulevard on City-owned land, where they have served as a historical museum operated by the Historical Society. With the Society's dissolution, the organization executed a Bill of Sale and Donation Agreement transferring ownership of these structures and contents to the City of Clive at no cost. The Agreement specifies that the donation is made "as-is" and without warranties, and expresses the hope that the City may endeavor to maintain the structures in their current historical state.

Staff recommends approval of the attached Resolution formally accepting the donation of the Clive Railroad Depot, storage shed, and contents, and directing the City Clerk to record the Bill of Sale and Donation Agreement with the Polk County Recorder's Office.

Attachments:

1. Resolution Accepting Railroad Depot Donation
2. City of Clive Clive Historical Society Donation Agreement FINAL

RESOLUTION NO. _____

**RESOLUTION ACCEPTING THE DONATION OF THE CLIVE RAILROAD DEPOT,
STORAGE SHED, AND PERSONAL PROPERTY CONTAINED THEREIN FROM THE
CLIVE HISTORICAL SOCIETY**

WHEREAS, the Clive Historical Society, an Iowa non-profit corporation, has disbanded and, through a Bill of Sale and Donation Agreement, expressed its desire to donate to the City of Clive all of its right, title, and interest in the Clive Railroad Depot structure, the adjacent storage shed structure, and all personal property contained therein, located at 8641 Swanson Boulevard in Clive, Iowa; and

WHEREAS, the City Council finds it to be in the best interests of the City to accept the donation; and

WHEREAS, the Bill of Sale and Donation Agreement has been executed by the Clive Historical Society and the City of Clive, and a copy of said Agreement is attached hereto as **Exhibit A** and incorporated herein by this reference.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Clive, Iowa, as follows:

1. The City of Clive hereby formally accepts the donation of the Clive Railroad Depot, the adjacent storage shed, and all personal property contained therein, as described in the Bill of Sale and Donation Agreement attached as Exhibit A.
2. The City Clerk is authorized and directed to record the Bill of Sale and Donation Agreement with the Polk County Recorder's Office to provide public notice of the City's ownership of said property.
3. City staff are authorized to take such further actions as may be necessary to effectuate the intent of this Resolution.

PASSED AND APPROVED this ____ day of _____, 2025.

John Edwards, Mayor

Attest:

Matthew Graham, City Clerk

Recorder's Cover Sheet

Preparer Information:

Matthew Graham
Clive City Clerk
City of Clive
1900 NW 114th St
Clive, IA 50325-7077

(515) 223-6220

Taxpayer Information:

City of Clive
1900 NW 114th St
Clive, IA 50325-7077

Return Document To:

Matthew Graham
Clive City Clerk
City of Clive
1900 NW 114th St
Clive, IA 50325-7077

(515) 223-6220

Grantors:

Clive Historical Society

Grantees:

City of Clive

Legal Description: Page 2

Document or instrument number of previously recorded documents:

N/A.

BILL OF SALE AND DONATION AGREEMENT

This Bill of Sale and Donation Agreement ("Agreement"), is made and entered into between the Clive Historical Society, an Iowa non-profit corporation ("Donor") and the City of Clive ("Donee") as follows:

In consideration of the terms and conditions set forth herein, the Donor hereby donates, transfers, and assigns all its interest in the Clive Railroad Depot structure, the adjacent storage shed structure, and all personal property currently contained therein, all as located at the Swanson House property, legally described as follows and locally known as 8641 Swanson Boulevard, in Clive, Iowa, (collectively the "Property") to the Donee:

That portion of the East ½ of Northwest 87th Street which lies adjacent to Lots 25 and 26 in KASSON'S ADDITION TO RAVENWOOD, an Official Plat, now included in and forming a part of the City of Clive, Polk County, Iowa; and

That portion of the West ½ of the vacated alley which lies adjacent to said Lots 25 and 26 in KASSON'S ADDITION TO RAVENWOOD, an Official Plat, now included in and forming a part of the City of Clive, Polk County, Iowa; and

Lots 25 and 26 in KASSON'S ADDITION TO RAVENWOOD, an Official Plat, now included in and forming a part of the City of Clive, Polk County, Iowa

Donor hereby donates, transfers and assigns the Property in "as-is condition." This Agreement is made with no express or implied warranties as to the condition, habitability, merchantability or fitness of the Property for any particular purpose. Without imposing any

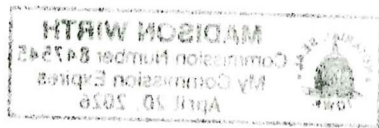
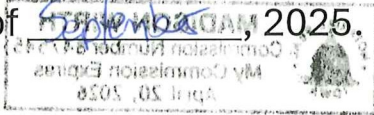
obligations on the City or otherwise restricting the use of the Property, the donation of the Property is made to the City of Clive in the hope the City of Clive may endeavor to maintain the Property in its present historical state.

The Donee hereby accepts the transfer of the Property.

This Agreement is exempt from all transfer tax pursuant to Iowa Code Section 428A.2(21).

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

In Witness whereof, this document was executed on the 2nd day of February, 2025.

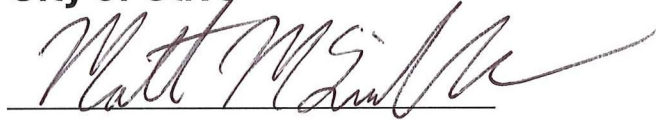


Clive Historical Society



By: Michael Alowitz, President

City of Clive



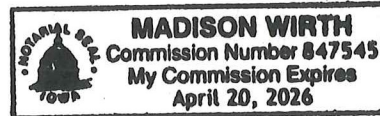
By: Matt McQuillen, Clive City Manager

STATE OF IOWA, COUNTY OF POLK

This record was acknowledged before me on 2nd day of Sept., 2025, by Michael Alowitz as President of Clive Historical Society.



Notary Public

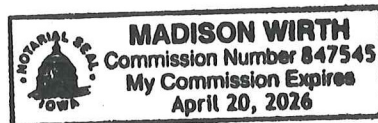


STATE OF IOWA, COUNTY OF POLK

This record was acknowledged before me on 2nd day of Sept., 2025, by Matt McQuillen as City Manager of the City of Clive.



Notary Public





Memo

TO: Mayor and Council members

FROM: Mela Nisic, Human Resources Specialist

DATE: September 11, 2025

RE: Resolution Approving Amended Job Description For Part-Time Position

SYNOPSIS:

Resolution approving amended Job Description for Part-Time Library Page position.

Attachments:

1. Resolution
2. PT Library Page Job Description

RESOLUTION NO. _____

RESOLUTION APPROVING AMENDED JOB DESCRIPTION FOR PART-TIME POSITION

WHEREAS, as an ongoing personnel matter, the City of Clive is desirous of approving the Part-Time Library Page with the City of Clive.

WHEREAS, the City has prepared job descriptions for the Part-Time Library Page position with the City of Clive. WHEREAS, after reviewing such job descriptions, the City Council desires to approve such job descriptions.

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

That the amended and new job descriptions for the Part-Time Library Page position presented to the City Council on this date are hereby approved by the City Council.

PASSED AND APPROVED this 11th day of September 2025.

John Edwards, Mayor

ATTEST:

Matthew Graham, City Clerk

POSITION

Part-Time Library Page

FLSA CLASSIFICATION

Non-exempt

FACILITY AND WORK AREA

City of Clive Public Library

**JOB SUMMARY**

Under the general supervision of the Library Manager, performs routine manual and clerical work in the public library. The employee is responsible for shelving library materials and performing related tasks. Work is performed in accordance with well-defined procedures. Employees work under direct supervision, although they may operate with some independence once procedures are learned, with only occasional checks for adherence to prescribed standards. This position also requires proficiency in customer service and daily interaction with the public.

JOB FUNCTIONS**Examples of Essential Job Functions**

- Shelving books, CDs, magazines, etc.
- Reads shelves and places items in proper order as instructed.
- Straightens and shifts materials on library shelves.
- May assist patrons with finding library materials.
- Light cleaning, dusting, and straightening up.
- Perform other duties as apparent or assigned.

PHYSICAL AND ENVIRONMENTAL CHARACTERISTICS**Required Physical Activities**

Reaching, Pushing, Pulling, Lifting, Finger Dexterity, Grasping, Talking, Hearing, Seeing, Sitting, Walking, Stooping, Kneeling, Speaking, Climbing, Crouching, Standing, Grasping, Repetitive Motion.

Physical Characteristics of the Job

Medium work requiring the exertion of up to fifty (50) pounds of force occasionally and up to twenty-five (25) pounds of force frequently.

Environmental Conditions

The work is performed primarily inside an office and public service environment. The job requires sitting and standing for extended periods, and the work may expose the employee to unpleasant social situations, significant work pace pressure, and, at times, irregular work hours.

EQUIPMENT AND MATERIALS USED

Computer hardware and software, general office equipment, print and electronic reference materials, telephone, fax machine, postal equipment, copier, and auxiliary computer hardware.

EMPLOYMENT STANDARDS

Required Knowledge, Skills, and Abilities

Ability to learn the Dewey Decimal system to the extent required for shelving books; good working knowledge of the alphabet; ability to understand and follow oral and written directions; thoroughness; dependability.

EDUCATION, TRAINING, AND EXPERIENCE

Preferred Experience

Public Library working experience or other customer service experience working with the public.

Required Qualifications

Shall be available for off-hour work assignments.

The City of Clive reserves the right to modify the job duties outlined in this job description at any time. The list of duties is not exhaustive, and various requirements are subject to possible modification as a reasonable accommodation for a qualified individual.



Memo

TO: Mayor and Council members

FROM: Jonathan Cygan, Civil Engineer

DATE: September 11, 2025

RE: Public Hearing - City Hall Approach Replacement

SYNOPSIS:

On September 3, 2025, seven bids for the above referenced project were received. The project scope is to replace the existing concrete approach to city hall with new concrete. A part of this project will lead to vehicular access being unavailable to city hall between September 26 to October 3. The remaining improvements to the parking lot are anticipated to occur in the Spring of 2026 under a separate project. By completing the approach replacement within this specified window, the intent is to reduce the impact to city operations when staff are back at city hall after phase 2 of the remodeling. A breakdown of the bids received is as follows:

Engineer's Estimate	\$95,000.00
Stapes Concrete and Grading LLC.	\$60,616.00
Caliber Concrete LLC.	\$80,162.66
MPS Engineers, dba Kingston Services	\$87,396.50
The Concrete Company	\$87,630.50
TK Concrete, Inc.	\$89,000.00
A&A Concrete	\$92,960.00
Brothers Concrete	\$96,218.67

Based on a review of the bids, City staff recommend the low bid of Stapes Concrete and Grading LLC. in the amount of \$60,616.00 be awarded.

City staff have not previously worked with Stapes Concrete. After the letting staff contacted Stapes and requested similar projects that had tight timeframes in which the project was completed on time along with references and verification that the contractor has all the material and tools needed to complete the work outlined in the construction documents. After this further examination, it is in staff's opinion to award.

Work is anticipated to start on September 26 with the portion of the project that restricts vehicular access to the building to be completed by October 4. The remaining part of the project that does not impact vehicular access is scheduled for completion by October 17.

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

Attachments:

None



Memo

TO: Mayor and Council members

FROM: Jonathan Cygan, Civil Engineer

DATE: September 11, 2025

RE: Resolution Approving Plans and Specs

SYNOPSIS:

Attachments:

1. Resolution - Plans

RESOLUTION NO. _____

RESOLUTION APPROVING PLANS, SPECIFICATIONS, FORM OF
CONTRACT AND ESTIMATE OF COSTS FOR THE
CITY HALL APPROACH REPLACEMENT

WHEREAS, on the _____ day of _____, 2025, plans, specifications, a form of contract and an estimate of costs were filed with the City of Clive, Iowa, for the City Hall Approach Replacement Project (the "Project"); and

WHEREAS, notice of hearing on said plans, specifications, form of contract and estimate of costs was published, and a public hearing has been held thereon

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

That the said plans, specifications, form of contract and estimate of costs for the Project are hereby approved and adopted.

PASSED AND APPROVED THIS _____ day of _____, 2025.

By: _____
John Edwards, Mayor

ATTEST:

By: _____
Matthew D. Graham, City Clerk



Memo

TO: Mayor and Council members
FROM: Jonathan Cygan, Civil Engineer
DATE: September 11, 2025
RE: Receipt of Bids

SYNOPSIS:

Attachments:

1. Bid Tab



BID TABULATION FORM
PROJECT: CITY HALL APPROACH REPLACEMENT
BIDS RECEIVED: SEPTEMBER 3, 2025

				Engineer's Opinion of Probable Construction Cost		Stapes Concrete and Grading LLC St Charles, IA 10% Bid Bond		Caliber Concrete LLC Adel, IA 10% Bid Bond		MPS Engineers, dba Kingston Services Des Moines, IA 10% Bid Bond	
ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1	FIXTURE ADJUSTMENT	5	EA	\$ 250.00	\$ 1,250.00	\$ 400.00	\$ 2,000.00	\$ 500.00	\$ 2,500.00	\$ 300.00	\$ 1,500.00
2	SIDEWALK REMOVAL	17	SY	\$ 15.00	\$ 255.00	\$ 45.00	\$ 765.00	\$ 3.00	\$ 51.00	\$ 22.50	\$ 382.50
3	SIDEWALK, PCC, 6"	19	SY	\$ 100.00	\$ 1,900.00	\$ 65.00	\$ 1,235.00	\$ 90.00	\$ 1,710.00	\$ 57.00	\$ 1,083.00
4	DETECTABLE WARNINGS	16	SF	\$ 65.00	\$ 1,040.00	\$ 45.00	\$ 720.00	\$ 40.00	\$ 640.00	\$ 57.00	\$ 912.00
5	FULL DEPTH PATCHES, C3-WR-C20 (MOD), 7"	103	SY	\$ 120.00	\$ 12,360.00	\$ 87.00	\$ 8,961.00	\$ 122.39	\$ 12,606.17	\$ 65.00	\$ 6,695.00
6	FULL DEPTH PATCHES, M4, 7"	300	SY	\$ 150.00	\$ 45,000.00	\$ 87.00	\$ 26,100.00	\$ 145.69	\$ 43,707.00	\$ 72.00	\$ 21,600.00
7	FULL DEPTH PATCHES, M4, 9"	33	SY	\$ 150.00	\$ 4,950.00	\$ 95.00	\$ 3,135.00	\$ 157.53	\$ 5,198.49	\$ 78.00	\$ 2,574.00
8	SUBBASE OVER-EXCAVATION	100	TON	\$ 55.00	\$ 5,500.00	\$ 35.00	\$ 3,500.00	\$ 50.00	\$ 5,000.00	\$ 20.00	\$ 2,000.00
9	TEMPORARY TRAFFIC CONTROL (TC-212)	1	LS	\$ 5,000.00	\$ 5,000.00	\$ 2,000.00	\$ 2,000.00	\$ 1,000.00	\$ 1,000.00	\$ 3,500.00	\$ 3,500.00
10	TEMPORARY TRAFFIC CONTROL (GENERAL)	1	LS	\$ 1,000.00	\$ 1,000.00	\$ 3,600.00	\$ 3,600.00	\$ 1,000.00	\$ 1,000.00	\$ 1,200.00	\$ 1,200.00
11	TYPE 1 SEEDING	1	LS	\$ 2,000.00	\$ 2,000.00	\$ 1,500.00	\$ 1,500.00	\$ 500.00	\$ 500.00	\$ 1,200.00	\$ 1,200.00
12	CONSTRUCTION SURVEY	1	LS	\$ 3,000.00	\$ 3,000.00	\$ 5,000.00	\$ 5,000.00	\$ 1,500.00	\$ 1,500.00	\$ 4,000.00	\$ 4,000.00
13	MOBILIZATION	1	LS	\$ 10,000.00	\$ 10,000.00	\$ 1,800.00	\$ 1,800.00	\$ 4,500.00	\$ 4,500.00	\$ 40,000.00	\$ 40,000.00
14	CONCRETE WASHOUT	1	LS	\$ 2,000.00	\$ 2,000.00	\$ 300.00	\$ 300.00	\$ 250.00	\$ 250.00	\$ 750.00	\$ 750.00
TOTAL CONSTRUCTION COST					\$ 95,255.00		\$ 60,616.00		\$ 80,162.66		\$ 87,396.50
				The Concrete Company Johnston, IA 10% Bid Bond		TK Concrete, Inc. Pella, IA 10% Bid Bond		A&A Concrete Marshalltown, IA 10% Bid Bond		Brothers Concrete Des Moines, IA 10% Bid Bond	
ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1	FIXTURE ADJUSTMENT	5	EA	\$ 1,150.00	\$ 5,750.00	\$ 1,250.00	\$ 6,250.00	\$ 1,750.00	\$ 8,750.00	\$ 895.00	\$ 4,475.00
2	SIDEWALK REMOVAL	17	SY	\$ 35.00	\$ 595.00	\$ 25.00	\$ 425.00	\$ 20.00	\$ 340.00	\$ 45.00	\$ 765.00
3	SIDEWALK, PCC, 6"	19	SY	\$ 125.00	\$ 2,375.00	\$ 100.00	\$ 1,900.00	\$ 100.00	\$ 1,900.00	\$ 195.00	\$ 3,705.00
4	DETECTABLE WARNINGS	16	SF	\$ 60.00	\$ 960.00	\$ 50.00	\$ 800.00	\$ 50.00	\$ 800.00	\$ 65.00	\$ 1,040.00
5	FULL DEPTH PATCHES, C3-WR-C20 (MOD), 7")	103	SY	\$ 93.50	\$ 9,630.50	\$ 125.00	\$ 12,875.00	\$ 85.00	\$ 8,755.00	\$ 89.89	\$ 9,258.67
6	FULL DEPTH PATCHES, M4, 7"	300	SY	\$ 95.00	\$ 28,500.00	\$ 139.50	\$ 41,850.00	\$ 96.00	\$ 28,800.00	\$ 110.00	\$ 33,000.00
7	FULL DEPTH PATCHES, M4, 9"	33	SY	\$ 165.00	\$ 5,445.00	\$ 150.00	\$ 4,950.00	\$ 180.00	\$ 5,940.00	\$ 165.00	\$ 5,445.00
8	SUBBASE OVER-EXCAVATION	100	TON	\$ 30.00	\$ 3,000.00	\$ 40.00	\$ 4,000.00	\$ 61.75	\$ 6,175.00	\$ 65.00	\$ 6,500.00
9	TEMPORARY TRAFFIC CONTROL (TC-212)	1	LS	\$ 3,500.00	\$ 3,500.00	\$ 1,750.00	\$ 1,750.00	\$ 2,500.00	\$ 2,500.00	\$ 4,500.00	\$ 4,500.00
10	TEMPORARY TRAFFIC CONTROL (GENERAL)	1	LS	\$ 5,000.00	\$ 5,000.00	\$ 250.00	\$ 250.00	\$ 1,500.00	\$ 1,500.00	\$ 2,500.00	\$ 2,500.00
11	TYPE 1 SEEDING	1	LS	\$ 4,875.00	\$ 4,875.00	\$ 2,450.00	\$ 2,450.00	\$ 2,500.00	\$ 2,500.00	\$ 4,500.00	\$ 4,500.00
12	CONSTRUCTION SURVEY	1	LS	\$ 3,000.00	\$ 3,000.00	\$ 2,500.00	\$ 2,500.00	\$ 4,500.00	\$ 4,500.00	\$ 8,680.00	\$ 8,680.00
13	MOBILIZATION	1	LS	\$ 13,500.00	\$ 13,500.00	\$ 7,500.00	\$ 7,500.00	\$ 18,500.00	\$ 18,500.00	\$ 10,000.00	\$ 10,000.00
14	CONCRETE WASHOUT	1	LS	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 2,000.00	\$ 2,000.00	\$ 1,850.00	\$ 1,850.00
TOTAL CONSTRUCTION COST					\$ 87,630.50		\$ 89,000.00		\$ 92,960.00		\$ 96,218.67



Memo

TO: Mayor and Council members

FROM: Jonathan Cygan, Civil Engineer

DATE: September 11, 2025

RE: Resolution Awarding Contract - Stapes Concrete and Grading LLC -
\$60,616.00

SYNOPSIS:

Attachments:

1. Resolution - Award

RESOLUTION NO. _____

RESOLUTION AWARING CONTRACT FOR THE
CITY HALL APPROACH REPLACEMENT PROJECT

WHEREAS, the plans, specifications, form of contract and estimate of costs for the City Hall Approach Replacement Project (the "Project") have previously been approved; and

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

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

That the bid in the sum of \$ 60,616.00 by Stapes Concrete and Grading LLC for the Project, as described in the plans and specifications adopted by the City of Clive be and hereby is accepted, the same being the lowest responsible bid received.

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

PASSED AND APPROVED THIS _____ day of _____, 2025.

By: _____
John Edwards, Mayor

ATTEST:

By: _____
Matthew D. Graham, City Clerk



Staff Report

TO: Planning and Zoning Commission members

FROM:

Amanda Grutzmacher, Senior Planner

DATE: September 2, 2025

RE: Zoning Ordinance Amendment - Commercial Entertainment Uses

Through efforts to fill vacancies in larger commercial spaces, staff has determined allowing commercial entertainment uses in the C-4 District may be desirable. Simonson Associates on behalf of Ron Daniels of Buyers Realty, reached out to staff to discuss an ordinance change when a leasing opportunity came before them. The Zoning Ordinance defines "Commercial Entertainment" as "an establishment that provides facilities for the physical entertainment of patrons for a fee, including batting cages, billiard parlors, bowling alleys, go-cart racing, ice skating, miniature golf courses." Commercial entertainment uses generally require a larger footprint and are well suited to occupy junior box commercial spaces. Commercial Entertainment uses are currently allowed in the C-1, C-2, C-5, TC-1, TC-3, TC-4, M-1, and M-2 Districts.

As seen in various locations throughout the metro, commercial entertainment uses have seen a resurgence in popularity and increasing demand. For example, The Hansell Group, a bowling and entertainment center brokerage, valuations, and consulting firm, published a 2022 report stating the bowling industry has repositioned itself as part of the entertainment industry by making changes that appeal to both league and casual bowlers, as well as preconfiguring facilities into entertainment centers and upscale lounges which feature a broader range of activities. Several examples of commercial entertainment users located within the metro include Putts & Pins (EP True), Spare Time (Jordan Creek Pkwy), Sky Zone (SE Gateway Dr), and Dinks Pickleball (Merle Hay Rd), among many others.

No public comments have been received. Staff recommends approval of an ordinance amendment allowing commercial entertainment uses in the C-4 District.

If you have questions or need additional information prior to the meeting, contact Amanda at agrutzmacher@cityofclive.com or 515-223-6221.

Attachments:

1. Request for Amendment
2. Ordinance 1166 - Commercial Entertainment Uses

July 21, 2025

Amanda Grutzmacher, Senior Planner
City of Clive
1900 NW 114th Street
Clive, Iowa 50325
515-457-3091
AGrutzmacher@cityofclive.com

SAA# 14090

Re: Request for Zoning Code Amendment
9999 University Avenue – Slick City Action Park

Amanda,

On behalf of Ron Daniels and IHWOP LLC, this letter is to formally request a zoning code amendment to allow the 'Commercial Entertainment' within the C4 zoning district.

The ownership of 9999 University is currently working on a lease with 'Slick City Action Park' to locate in the old JoAnn space at 9999 University and we understand this amendment is required to comply with zoning code. We are excited to welcome this business to the Clive market and we think they are an excellent tenant for this particular retail center. I have attached the 'Slick City Action Park' brand overview to this request for your consideration.

As discussed on the phone, we would like to see this item introduced at the August 7th commission meeting with an anticipated final city council reading on October 9th, 2025.

Please feel free to contact myself, 515-440-5622, or Ron Daniels, 786-514-2655, if we can be of further help during this process.

Thank you for your attention on this matter.



Alan VanGundy, RLA, ASLA

ORDINANCE NO. ____

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF CLIVE,
IOWA, 2024, BY AMENDING PROVISIONS OF THE ZONING ORDINANCE
REGARDING COMMERCIAL ENTERTAINMENT USES

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

SECTION 1. INTERNAL REFERENCES. All references to section numbers in this ordinance shall be to sections contained with Title 11 in the Zoning Ordinance, unless otherwise specified.

SECTION 2. AMENDMENT- COMMERCIAL DISTRICTS. In Title 11, Chapter 7 (entitled “Commercial Districts”), Section 11-7-4 (entitled “PRINCIPAL PERMITTED USES”), is hereby deleted and the following inserted in lieu thereof:

Principal permitted uses for commercially zoned property are listed in the following table. Where a use is not expressly listed below, the community development director shall have authority to determine if the use is compatible and consistent with the surrounding environment.

Permitted Uses - Commercial					
Use	C-1	C-2	C-3	C-4	C-5
Auditoriums	P	P		A	
Automobile and truck travel plaza					P
Automobile sales and display		P			
Automobile supply (retail)	P	P		P	
Automotive repair	P	P		P	
Automotive wash	P	P		P	P
Bakeries	P	P		C	
Banks	P	P	P	P	P
Building material sales yard, lumberyard		P			P

Childcare, including daycare	P	P	A	A	
Commercial entertainment	P	P		P	P
Consumer fireworks sales	P	P	P	P	P
Convenience stores/gas stations	P	P		P	P
Dance studio	P	P		P	
Domesticated animal boarding/kennels	P	P		A	
Drinking places	P	P	A	A	
Farm machinery and mobile home sales and repair		P			P
Fitness center	P	P	A	P	
Funeral homes and mortuaries	P	P		P	
Grocery store	P	P		P	
Hair salon	P	P	A	P	P
Hospitals	SP	SP	P		
Hotel, motel or motor lodge	P	P	P	P	
Launderette and similar business using only nonflammable solvents	P	P			P
Laundry, repair, dry cleaning and pick up	P	P	A	P	
Libraries	P	P	P	P	
Medical office, clinic	P	P	P	P	
Millwork		P			
Ministorage		P			
Monument sales and engraving		P			
Movie theater	P	P		P	
Museums	P	P	A	P	
Nurseries and greenhouses	P	P			
Nursing homes	SP	SP			
Photographic studios	P	P		P	
Printing and/or publishing house		P			

Professional offices	P	P	P	P	P
Religious institutions	P	P		SP	
Restaurant, fast food	P	P	P	P	P
Restaurant, fast food drive-through	P	P		P	
Restaurant, full service sit down	P	P	P	P	P
Retail	P	P		P	
Schools, Elementary and Secondary	SP	SP	SP	SP	
Schools, Post-Secondary	P	P	P	P	
Sheet metal shop		P			
Small engine/lawn mower repair shop	P	P			
Storage warehouse, provided no outside storage shall be permitted		P			
Utility substations	SP	SP		SP	SP
Veterinary clinic and hospital	P	P		P	
Key: P = Permitted C = Conditional A = Auxiliary SP = Special Permitted Use					

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 shall be judged to be invalid or unconstitutional, such adjudication shall not affect the validity of this Ordinance as a whole or any section, subsection, provision, sentence, clause, phrase or part thereof not adjudged invalid or unconstitutional.

SECTION 5. WHEN EFFECTIVE. This Ordinance shall be in effect from and after its final passage, approval and notice of its passage is given as provided by law.

PASSED AND APPROVED by the City Council on the ____ day of _____, 2025.

Matthew Graham, City Clerk

John Edwards, Mayor

Ordinance No. _____ authenticated this ____ day of _____, 2025.

Matthew Graham, City Clerk

John Edwards, Mayor

Officially published on the ____ day of _____, 2025.

CERTIFIED BY:

Matthew Graham, City Clerk



Memo

TO: Mayor and Council members

FROM: Amanda Grutzmacher, Senior Planner

DATE: September 11, 2025

RE: Consideration of Proposed Ordinance No. 1166 - Zoning Ordinance
Amendment Regarding Commercial Entertainment Uses

SYNOPSIS:

Attachments:

1. Ordinance 1166

ORDINANCE NO. ____

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF CLIVE,
IOWA, 2024, BY AMENDING PROVISIONS OF THE ZONING ORDINANCE
REGARDING COMMERCIAL ENTERTAINMENT USES

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

SECTION 1. INTERNAL REFERENCES. All references to section numbers in this ordinance shall be to sections contained with Title 11 in the Zoning Ordinance, unless otherwise specified.

SECTION 2. AMENDMENT- COMMERCIAL DISTRICTS. In Title 11, Chapter 7 (entitled “Commercial Districts”), Section 11-7-4 (entitled “PRINCIPAL PERMITTED USES”), is hereby deleted and the following inserted in lieu thereof:

Principal permitted uses for commercially zoned property are listed in the following table. Where a use is not expressly listed below, the community development director shall have authority to determine if the use is compatible and consistent with the surrounding environment.

Permitted Uses - Commercial					
Use	C-1	C-2	C-3	C-4	C-5
Auditoriums	P	P		A	
Automobile and truck travel plaza					P
Automobile sales and display		P			
Automobile supply (retail)	P	P		P	
Automotive repair	P	P		P	
Automotive wash	P	P		P	P
Bakeries	P	P		C	
Banks	P	P	P	P	P
Building material sales yard, lumberyard		P			P

Childcare, including daycare	P	P	A	A	
Commercial entertainment	P	P		P	P
Consumer fireworks sales	P	P	P	P	P
Convenience stores/gas stations	P	P		P	P
Dance studio	P	P		P	
Domesticated animal boarding/kennels	P	P		A	
Drinking places	P	P	A	A	
Farm machinery and mobile home sales and repair		P			P
Fitness center	P	P	A	P	
Funeral homes and mortuaries	P	P		P	
Grocery store	P	P		P	
Hair salon	P	P	A	P	P
Hospitals	SP	SP	P		
Hotel, motel or motor lodge	P	P	P	P	
Launderette and similar business using only nonflammable solvents	P	P			P
Laundry, repair, dry cleaning and pick up	P	P	A	P	
Libraries	P	P	P	P	
Medical office, clinic	P	P	P	P	
Millwork		P			
Ministorage		P			
Monument sales and engraving		P			
Movie theater	P	P		P	
Museums	P	P	A	P	
Nurseries and greenhouses	P	P			
Nursing homes	SP	SP			
Photographic studios	P	P		P	
Printing and/or publishing house		P			

Professional offices	P	P	P	P	P
Religious institutions	P	P		SP	
Restaurant, fast food	P	P	P	P	P
Restaurant, fast food drive-through	P	P		P	
Restaurant, full service sit down	P	P	P	P	P
Retail	P	P		P	
Schools, Elementary and Secondary	SP	SP	SP	SP	
Schools, Post-Secondary	P	P	P	P	
Sheet metal shop		P			
Small engine/lawn mower repair shop	P	P			
Storage warehouse, provided no outside storage shall be permitted		P			
Utility substations	SP	SP		SP	SP
Veterinary clinic and hospital	P	P		P	
Key: P = Permitted C = Conditional A = Auxiliary SP = Special Permitted Use					

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 shall be judged to be invalid or unconstitutional, such adjudication shall not affect the validity of this Ordinance as a whole or any section, subsection, provision, sentence, clause, phrase or part thereof not adjudged invalid or unconstitutional.

SECTION 5. WHEN EFFECTIVE. This Ordinance shall be in effect from and after its final passage, approval and notice of its passage is given as provided by law.

PASSED AND APPROVED by the City Council on the ____ day of _____, 2025.

Matthew Graham, City Clerk

John Edwards, Mayor

Ordinance No. _____ authenticated this ____ day of _____, 2025.

Matthew Graham, City Clerk

John Edwards, Mayor

Officially published on the ____ day of _____, 2025.

CERTIFIED BY:

Matthew Graham, City Clerk



Memo

TO: Mayor and Council members

FROM: Amanda Grutzmacher, Senior Planner

DATE: September 11, 2025

RE: Public Hearing - Addition of Property to and Urban Renewal Plan Amendment for the Clive Urban Renewal Area

SYNOPSIS:

Staff has been working on the 2025 Amendment to the Clive Urban Renewal Area and Plan Amendment. The purpose of the amendment is to capture the increment created from new development in the area commonly referred to as the 86th Street area and anticipated new development near the intersection of Hickman Road and NW 111th Street. The monies generated will be utilized to support redevelopment efforts. The projects being considered for tax rebate payments are Dehner Distillery, 1480 NW 86th Street, and Fortress Bank, 11140 Hickman Road. The projects considered for tax rebate payments will have individual development agreements; the dollar amounts in the Amendment are the estimated maximum possible tax rebates to establish a not-to-exceed amount. The actual amount of tax rebate will be considered with the development agreements. Monies may also be used to fund a number of projects, which have been previously outlined within the Urban Renewal Plan, including various street, park, stormwater, and facilities and buildings improvements. The 2025 Amendment also adjusts costs associated with street projects estimated at the time of the 2023 Amendment.

Staff held the required taxing entities consultation meeting on August 27, 2025. There were no attendees at the consultation meeting and no comments have been received. Planning and Zoning Commission reviewed the Amendment at their September 2 meeting and recommended approval. The Commission discussed the consistency of the proposed tax rebate projects with the adopted Comprehensive Plan.

Staff recommends approval of the 2025 Urban Renewal Plan Amendment and the associated Resolution and Ordinance.

If you have questions or need additional information prior to the meeting, contact Amanda at 515-223-6221 or agrutzmacher@cityofclive.com.

Attachments:

1. Urban Renewal Plan Amendment

**2025 AMENDMENT
to the
CLIVE URBAN RENEWAL AREA**

The Urban Renewal Plan (the “Plan” or “Urban Renewal Plan”) for the Clive Urban Renewal Area was adopted in 1991 and has been previously amended 18 times. The Urban Renewal Area was originally designated as both an economic development area appropriate for the promotion of commercial and industrial development and an area in which blighted conditions exist that is appropriate for blight remediation activities.

This Amendment expands the Urban Renewal Area to include the property (the “Property”) as defined in Exhibit A. An investigation has been conducted, the results of which indicate that conditions of blight, as described in Section 403.17(5) of the Code of Iowa, exist on the Property as a result of the deterioration of private properties, faulty land use and lot layout conditions, deterioration of site improvements, and deteriorating public infrastructure.

The Urban Renewal Plan is being further amended for the purpose of identifying new urban renewal projects consisting of development agreements that would be financed with incremental property tax revenues.

UPDATE TO DESCRIPTION OF PUBLIC IMPROVEMENT PROJECTS

The Public Improvements listed in the chart below were previously approved in the March 2023 Amendment to the Urban Renewal Plan. The description of the Public Improvements is being updated to reflect an increase in the estimated costs of such Public Improvements that will be funded with TIF Funds:

Project	Estimated Date	Estimated Cost to be Funded by TIF Funds	Rationale
Street Improvements including the following locations: • Clark St.: NW 100th St. to NW 114th St. • NW 114th St.: University Ave. to Hickman Rd. • NW 118th St. • NW 142nd St. • University Ave.: I-35/80 to NW 142nd St. • Hickman Rd.: NW 142nd St. to the western City boundary • Alice's Rd. • Hickman interchange enhancements	2023-2038	\$38,000,000 (increased from \$20,000,000 as approved in the March 2023 Amendment to the Urban Renewal Plan)	A safe multi-modal transportation system is an important component to a successful economic environment and quality of life factor for communities. Well-designed multi-modal transportation systems are also critical components of providing opportunities for economic development. The City anticipates providing funding to improve auto, bicycle and pedestrian access within the Urban Renewal Area including sidewalks and trails that meet current ADA accessibility standards. Safe and accessible pedestrian paths, sidewalks and trails, can provide a low-cost and healthy transportation choice for employees who work at commercial and industrial facilities within the Urban Renewal Area.

ADDITIONAL URBAN RENEWAL PROJECTS

Fortress Bank Development Agreement. The City proposes to enter into a development agreement with Fortress Bank (the “Developer”), pursuant to which a three-story, 18,000 square foot office and retail bank will be constructed in order to incentivize the redevelopment of the Property. The Development Agreement calls for the City to make incremental property tax rebate payments to the Developer in an amount not to exceed \$1,800,000, subject to annual appropriation by the City Council.

Dehner Distillery Development Agreement. The City proposes to enter into a development agreement with Joe Dehner (the “Developer”), pursuant to which an approximately 20,600

square foot distillery, including distilling, bottling, storage, office, and a tasting room with outdoor patio will be constructed in order to incentivize the redevelopment of the Property. The Development Agreement calls for the City to make incremental property tax rebate payments to the Developer in an amount not to exceed \$1,100,000, subject to annual appropriation by the City Council.

The following information is provided in accordance with the requirements of Section 403.17 of the Code of Iowa:

Outstanding general obligation debt of the City:	\$49,485,000
Constitutional debt limit of the City:	\$183,519,739
Proposed amount of debt to be incurred with this Amendment:	\$18,000,000

EFFECTIVE PERIOD

This Amendment will become effective upon its adoption by the City Council. Notwithstanding anything to the contrary in the Urban Renewal Plan, any prior amendment, resolution, or document, the Urban Renewal Plan shall remain in effect until terminated by the City Council, and the use of incremental property tax revenues, or the “division of revenue,” as those words are used in Chapter 403 of the *Code of Iowa*, will be consistent with Chapter 403 of the *Code of Iowa*. The division of revenues shall continue on the Area for the maximum period allowed by law.

At the time the original Urban Renewal Area was adopted in 1991, the plan was designated as a mixed economic development and blighted area and therefore the Area is not subject to the statutorily required expiration on the ability to collect incremental taxes set out in the *Code of Iowa* section 403.17(10). The 2013 Amendment, adopted in 2013, removed a self-imposed expiration date and clarified that the division of revenue in the Area is not subject to any sunset. This Amendment makes no change to the effective period of the Area.

At all times, the use of tax increment financing revenues (including the amount of loans, advances, indebtedness or bonds which qualify for payment from the division of revenue provided in Section 403.19 of the *Code of Iowa*) by the City for activities carried out under the Urban Renewal Area shall be limited as deemed appropriate by the City Council and consistent with all applicable provisions of law.

REPEALER

Any parts of the Plan, as previously amended, in conflict with this Amendment are hereby repealed. Except as modified by this Amendment, the provisions of the Clive Urban Renewal Area, as previously amended, are hereby ratified, confirmed, and approved and shall remain in full force and effect as provided herein. In case of any conflict or uncertainty, the terms of this Amendment shall control.

SEVERABILITY CLAUSE

If any part of this Amendment is determined to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the validity of the previously adopted Plan as a whole or the previous amendments to the Plan, or any part of the Plan not determined to be invalid or unconstitutional.

EXHIBIT A
LEGAL DESCRIPTION FOR 2025 URBAN RENEWAL PLAN ADDITION

A PARCEL OF LAND LOCATED IN SECTIONS 34 AND 35, ALL IN TOWNSHIP 79 NORTH, RANGE 25 WEST OF THE 5TH P.M. AND SECTION 3, TOWNSHIP 78 NORTH, RANGE 25 WEST OF THE 5th P.M., CITY OF CLIVE, POLK COUNTY, IOWA AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LOT 30 OF WALNUT CREEK HEIGHTS; THENCE SOUTH TO THE NORTHWEST CORNER OF LOT 31, WALNUT CREEK HEIGHTS; THENCE EAST ALONG THE NORTH LINE OF SAID LOT 31, 95.00 FEET TO THE NORTHEAST CORNER THEREOF; THENCE SOUTHERLY ALONG THE EAST LINE OF SAID LOT 31, 208.3 FEET TO THE SOUTHEAST CORNER OF SAID LOT 31; THENCE WEST ALONG THE SOUTH LINE OF SAID LOT 31, 150.00 FEET TO THE SOUTHWEST CORNER OF SAID LOT 31; THENCE SOUTH, 80.00 FEET TO A POINT ON THE NORTH LINE OF THE ACQUISITION PLAT SHOWN IN BOOK 13433 PAGE 203; THENCE EAST ALONG SAID NORTH LINE, AND ALONG THE NORTH LINE OF THE ACQUISITION PLAT SHOWN IN BOOK 13405 PAGE 36, TO A NORTHEAST CORNER OF SAID ACQUISITION PLAT, SAID CORNER ALSO BEING A NORTHEAST CORNER OF EUROPEAN FLAVORS PLAT NO.1; THENCE SOUTH, 10.00 FEET TO A POINT ON A NORTH LINE OF EUROPEAN FLAVORS PLAT NO.1; THENCE EAST ALONG SAID NORTH LINE TO THE EASTERLY MOST NORTHEAST CORNER OF EUROPEAN FLAVORS PLAT NO.1; THENCE SOUTHERLY ALONG THE EAST LINE OF SAID EUROPEAN FLAVORS PLAT NO.1 TO THE SOUTHEAST CORNER OF SAID EUROPEAN FLAVORS PLAT NO.1; THENCE CONTINUING SOUTH ALONG THE EASTERLY LINE OF WEST UNIVERSITY PLAZA PLAT 1 TO THE SOUTHEAST CORNER OF WEST UNIVERSITY PLAZA PLAT 1; THENCE N 89°57' W, A DISTANCE OF 28.00 FEET; THENCE S 6°32' W, A DISTANCE OF 60.00 FEET; THENCE S 89°57' E, A DISTANCE OF 28.00 FEET; THENCE S 6°32' W, ALONG A LINE BEING 40.00 FEET WEST OF AND PARALLEL TO THE CENTERLINE OF 73RD STREET, A DISTANCE OF 300.00 FEET, MORE OR LESS, TO THE EASTERNMOST CORNER OF PARCEL A AS SHOWN IN PLAT OF SURVEY FILED IN BOOK 11728 PAGE 658 OF THE POLK COUNTY, IOWA RECORDS; THENCE NORTHWESTERLY ALONG THE NORTHEASTERLY LINE OF SAID PARCEL A TO THE NORTHEASTERLY CORNER OF SAID PARCEL A, SAID POINT ALSO BEING THE NORTHERLY RIGHT-OF-WAY LINE OF THE CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY; THENCE CONTINUING NORTHWESTERLY ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF SAID RR CO. TO ITS INTERSECTION WITH THE SOUTH LINE OF SAID SECTION 35, SAID POINT ALSO BEING ON THE CENTERLINE OF UNIVERSITY AVENUE EXTENDED WESTERLY; THENCE WEST TO THE SOUTHWEST CORNER OF SAID SECTION 35; THENCE CONTINUING WEST ALONG THE SOUTH LINE OF SAID SECTION 34 TO THE SOUTHEAST CORNER OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 34; THENCE NORTH ALONG THE EAST LINE OF SAID SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 TO THE SOUTHEAST CORNER OF LOT 66, ARBOR OAKS ESTATES PLAT 5; THENCE CONTINUING NORTHERLY ALONG THE EAST LINE OF SAID ARBOR OAKS ESTATES PLAT 5 AND ALONG THE EAST LINE OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 34 TO THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF SAID CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY, SAID POINT ALSO BEING THE NORTHWEST CORNER OF OUTLOT "B", CLIVE DEPOT PLAT 1; THENCE SOUTHEASTERLY ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY LINE TO THE NORTHEASTERLY CORNER OF OUTLOT "B", CLIVE DEPOT PLAT 1; THENCE

NORTHERLY TO THE NORTH RIGHT-OF-WAY LINE OF HARBACH BOULEVARD AND TO THE SOUTHEAST CORNER OF LOT 17, KASSONS ADDITION TO RAVENWOOD; THENCE NORTHWESTERLY TO A POINT 80.00 FEET NORTH OF THE SOUTHWEST CORNER OF SAID LOT 17; THENCE CONTINUING NORTHWESTERLY ON A LINE PARALLEL TO AND 60.00 FEET NORTHEASTERLY OF THE SOUTHWEST LINE OF LOT 18 OF SAID KASSONS ADDITION TO RAVENWOOD, TO THE SOUTH LINE OF WESTVIEW BEND PLAT 3; THENCE EAST ALONG SAID SOUTH LINE TO THE SOUTHWEST CORNER OF OUTLOT "A" OF SAID WESTVIEW BEND PLAT 3; THENCE NORTH ALONG THE WEST LINE OF SAID OUTLOT "A" AND ALONG THE WEST LINE OF LOT 18 OF WESTVIEW BEND PLAT NO.2 TO THE SOUTH RIGHT-OF-WAY LINE OF ALICE AVENUE; THENCE SOUTHEASTERLY ALONG SAID SOUTH RIGHT-OF-WAY LINE TO A POINT OF INTERSECTION WITH THE SOUTHERLY EXTENSION OF THE WEST LINE OF LOT 17 OF SAID WESTVIEW BEND PLAT NO. 2; THENCE NORTHERLY ALONG SAID SOUTHERLY EXTENSION OF THE WEST LINE OF LOT 17 AND CONTINUING NORTH ALONG THE WEST LINE OF SAID LOT 17 TO THE SOUTH LINE OF LOT 41 OF PRIMROSE PARK PLAT 1 REPLAT; THENCE WEST ALONG SAID SOUTH LINE TO THE SOUTHWEST CORNER OF SAID LOT 41 OF PRIMROSE PARK PLAT 1 REPLAT; THENCE NORTH ALONG THE WEST LINE OF SAID LOT 41 TO THE SOUTH RIGHT-OF-WAY LINE OF PRIMROSE LANE; THENCE CONTINUING NORTH TO THE SOUTHWEST CORNER OF LOT 32 OF SAID PRIMROSE PARK PLAT 1 REPLAT; THENCE CONTINUING NORTH ALONG THE WEST LINE OF SAID LOT 32 AND LOT 17 OF SAID PRIMROSE PARK PLAT 1 REPLAT TO THE SOUTH RIGHT-OF-WAY LINE OF FRANKLIN AVENUE; THENCE CONTINUING NORTH TO THE SOUTHWEST CORNER OF LOT 8 OF SAID PRIMROSE PARK PLAT 1 REPLAT; THENCE CONTINUING NORTH ALONG THE WEST LINE OF SAID LOT 8 TO THE NORTHWEST CORNER OF SAID LOT 8; THENCE WEST ALONG THE SOUTH LINE OF LOT 28 OF SUNNY HILLS TO THE SOUTHWEST CORNER OF SAID LOT 28; THENCE NORTH ALONG THE WEST LINE OF SAID LOT 28 TO THE SOUTH RIGHT-OF-WAY LINE OF SUNNY HILL DRIVE; THENCE CONTINUING NORTH TO THE SOUTHWEST CORNER OF LOT 21 OF SAID SUNNY HILLS; THENCE CONTINUING NORTH ALONG THE WEST LINE OF SAID LOT 21 AND LOT 12 OF SAID SUNNY HILLS TO THE SOUTH RIGHT-OF-WAY LINE OF SUMMIT DRIVE; THENCE CONTINUING NORTH TO THE SOUTHWEST CORNER OF LOT 5 OF SAID SUNNY HILLS; THENCE CONTINUING NORTH ALONG THE WEST LINE OF SAID LOT 5 TO THE SOUTH LINE OF LOT 1 OF CLIVE VILLAGE SQUARE PLAT 1; THENCE WEST ALONG SAID SOUTH LINE TO THE SOUTHWEST CORNER OF SAID LOT 1; THENCE NORTH ALONG THE WEST LINE OF SAID LOT 1 TO THE SOUTH RIGHT-OF-WAY LINE OF HICKMAN ROAD; THENCE EAST ALONG SAID SOUTH RIGHT-OF-WAY LINE TO THE NORTHEAST CORNER OF LOT 5 OF RAVENWOOD PLAT 2; THENCE SOUTH ALONG THE EAST LINE OF SAID LOT 5 AND THE EAST LINE OF LOT 12 OF RAVENWOOD PLAT 2 TO THE SOUTHEAST CORNER OF SAID LOT 12; THENCE SOUTH TO THE NORTHEAST CORNER OF BLOCK 6 OF RAVENWOOD; THENCE SOUTH ALONG THE EAST LINE OF SAID BLOCK 6 TO THE NORTH RIGHT-OF-WAY LINE OF SAID FRANKLIN AVENUE; THENCE CONTINUING SOUTH TO THE NORTHEAST CORNER OF BLOCK 11 OF RAVENWOOD; THENCE CONTINUING SOUTH ALONG THE EAST LINE OF SAID BLOCK 11 TO THE NORTH RIGHT-OF-WAY LINE OF SAID ALICE AVENUE; THENCE CONTINUING SOUTH TO THE NORTHEAST CORNER OF BLOCK 14 OF RAVENWOOD; THENCE CONTINUING SOUTH ALONG THE EAST LINE OF SAID BLOCK 14 TO THE NORTH RIGHT-OF-WAY LINE OF SAID HARBACH BOULEVARD; THENCE WEST ALONG SAID NORTH RIGHT-OF-WAY LINE TO A POINT OF INTERSECTION WITH THE NORTHERLY EXTENSION OF THE WEST RIGHT-OF-WAY LINE OF 85TH STREET; THENCE SOUTH ALONG

SAID EXTENSION AND THE WEST RIGHT-OF-WAY LINE TO THE EASTERNMOST SOUTHEAST CORNER OF LOT 1 OF EMERY ADDITION PLAT ONE; THENCE CONTINUING SOUTH ALONG THE SAID WEST RIGHT-OF-WAY LINE EXTENDED TO THE SOUTHERLY RIGHT-OF-WAY LINE OF CLARK STREET; THENCE SOUTHEASTERLY ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE TO THE EAST RIGHT-OF-WAY LINE OF 84TH STREET; THENCE SOUTH ALONG SAID EAST RIGHT-OF-WAY LINE TO THE NORTHWEST CORNER OF LOT 32 OF McKEONS PLACE REPLAT; THENCE EAST ALONG THE NORTH LINE OF SAID LOT 32 TO THE EAST LINE OF THE WEST 160.00 FEET OF LOT 31 OF SAID McKEONS PLACE REPLAT; THENCE NORTH ALONG SAID EAST LINE TO THE NORTH LINE OF SAID LOT 31, SAID POINT ALSO BEING THE NORTHWEST CORNER OF LOT 1 OF McKEONS PLACE PLAT 2; THENCE EAST ALONG THE NORTH LINE OF SAID LOT 1 AND ALONG THE NORTH LINE OF OUTLOT "Z" OF SAID McKEONS PLACE PLAT 2, TO THE WEST LINE OF LOT 6 OF WESTWIND HEIGHTS; THENCE SOUTH ALONG SAID WEST LINE TO THE SOUTHWEST CORNER OF SAID LOT 6; THENCE EAST ALONG THE SOUTH LINE OF SAID LOT 6 TO THE NORTHEAST CORNER OF LOT 1 OF UNIVERSITY TERRACE; THENCE SOUTH ALONG THE EAST LINE OF SAID LOT 1 TO THE NORTH LINE OF THE SOUTH 48.00 FEET OF LOT 43 OF FISCHER ACRES; THENCE EAST ALONG SAID NORTH LINE TO THE WEST RIGHT-OF-WAY LINE OF 81ST STREET; THENCE SOUTHEASTERLY TO THE NORTHWEST CORNER OF LOT 20 OF SAID FISCHER ACRES; THENCE EAST ALONG THE NORTH LINE OF SAID LOT 20 TO THE EAST LINE OF THE WEST HALF OF SAID LOT 20; THENCE SOUTH ALONG SAID EAST LINE TO THE SOUTH LINE OF SAID LOT 20; THENCE EAST ALONG SAID SOUTH LINE AND THE EASTERLY EXTENSION THEREOF TO THE EAST RIGHT-OF-WAY LINE OF 80TH STREET; THENCE NORTH ALONG SAID EAST RIGHT-OF-WAY LINE TO THE NORTH LINE OF LOT 13 OF SAID FISCHER ACRES; THENCE EAST ALONG SAID NORTH LINE AND THE EASTERLY EXTENSION THEREOF, TO THE WEST LINE OF DRAKE PLAZA; THENCE SOUTH ALONG SAID WEST LINE TO THE SOUTHWEST CORNER OF LOT 8 IN SAID DRAKE PLAZA, AND BEING A POINT ON THE NORTHERLY LINE OF LOT 93 OF WALNUT CREEK HEIGHTS; THENCE EAST ALONG SAID NORTHERLY LINE TO THE EAST LINE OF SAID LOT 93; THENCE SOUTH ALONG SAID EAST LINE TO THE NORTHWEST CORNER OF LOT 7 OF KEATING PLACE; THENCE EAST ALONG THE NORTH LINE OF SAID LOT 7 AND LOT 3 OF SAID KEATING PLACE TO THE WEST LINE OF 78TH STREET; THENCE NORTH ALONG SAID WEST LINE TO A POINT OF INTERSECTION WITH THE WESTERLY EXTENSION OF THE NORTH LINE OF LOT 42 OF SAID WALNUT CREEK HEIGHTS; THENCE EAST ALONG SAID WESTERLY EXTENSION, AND ALONG SAID NORTH LINE OF LOTS 42 AND 38 OF SAID WALNUT CREEK HEIGHTS TO THE WESTERNMOST CORNER OF LOT 1 OF SERVICEMASTER PLAT 1; THENCE S 89°19'56" E TO THE SOUTHWEST CORNER OF LOT 43 OF WALNUT CREEK HEIGHTS; THENCE CONTINUING EASTERLY TO THE WEST RIGHT-OF-WAY LINE OF 75TH STREET; THENCE SOUTH ALONG SAID WEST LINE TO A POINT OF INTERSECTION WITH THE WESTERN EXTENSION OF THE SOUTH LINE OF LOT 3 IN CHERYL JANE ESTATES; THENCE EAST ALONG SAID WESTERLY EXTENSION OF THE SOUTH LINE AND ALONG SAID SOUTH LINE OF SAID LOT 3 TO THE WEST LINE OF LOT 30 OF SAID WALNUT CREEK HEIGHTS; THENCE NORTH ALONG SAID WEST LINE TO THE NORTHWEST CORNER OF SAID LOT 30; THENCE EAST ALONG THE NORTH LINE OF SAID LOT 30 TO THE POINT OF BEGINNING.

EXCEPT

LOT 1 OF EUROPEAN FLAVORS PLAT NO. 1,

AND EXCEPT

THE WEST 15.50 ACRES OF LOT 45 OF FISCHER ACRES,

AND EXCEPT

THAT PART CONTAINED WITHIN THE 1997 ADDITION TO THE CLIVE URBAN RENEWAL AREA OF THE CITY OF CLIVE, IOWA DESCRIBED AS FOLLOWS:

BEGINNING 561.70 FEET NORTH AND 40.00 FEET WEST OF THE SOUTHEAST CORNER; THENCE NORTHWESTERLY 105.00 FEET; THENCE WESTERLY 299.00 FEET; THENCE SOUTHWESTERLY 169.10 FEET; THENCE NORTHWESTERLY 410.7 FEET; THENCE NORTHEASTERLY 388.40 FEET; THENCE NORTHWESTERLY 157.00 FEET; THENCE SOUTHWESTERLY 220.40 FEET; THENCE WESTERLY 178.30 FEET; THENCE NORTHWESTERLY 249.10 FEET; THENCE NORTHEASTERLY 374.00 FEET; THENCE NORTHWESTERLY 298.40 FEET; THENCE NORTH 290.60 FEET; THENCE SOUTHEASTERLY 931.60 FEET; THENCE SOUTHEAST 93.50 FEET; THENCE SOUTHERLY 137.40 FEET; THENCE SOUTH 497.10 FEET; THENCE SOUTHWESTERLY 228.40 FEET; THENCE EAST 507.10 FEET; THENCE SOUTH 287.30 FEET TO THE POINT OF BEGINNING, LOT 3, OFFICIAL PLAT OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 34, TOWNSHIP 79 NORTH, RANGE 25 WEST OF THE 5TH P.M.



Memo

TO: Mayor and Council members

FROM: Amanda Grutzmacher, Senior Planner

DATE: September 11, 2025

RE: Resolution to Declare Necessity and Establish an Urban Renewal Area, Pursuant to Section 403.4 of the Code of Iowa and Approve Urban Renewal Plan Amendment for the Clive Urban Renewal Area

SYNOPSIS:

Attachments:

1. Resolution

RESOLUTION NO. _____

Resolution to Declare Necessity and Establish an Urban Renewal Area, Pursuant to Section 403.4 of the Code of Iowa and Approve Urban Renewal Plan Amendment for the Clive Urban Renewal Area

WHEREAS, as a preliminary step to exercising the authority conferred upon Iowa cities by Chapter 403 of the Code of Iowa (the “Urban Renewal Law”), a municipality must adopt a resolution finding that one or more slums, blighted or economic development areas exist in the municipality and that the development of such area or areas is necessary in the interest of the public health, safety or welfare of the residents of the municipality; and

WHEREAS, the City Council of the City of Clive, Iowa (the “City”) has previously created the Clive Urban Renewal Area (the “Urban Renewal Area”) and adopted an urban renewal plan (the “Plan”) for the governance of projects and initiatives therein; and

WHEREAS, a proposal has been made which shows the desirability of expanding the Urban Renewal Area to add and include all the property (the “Property”) lying within the description set out in Exhibit A hereto; and

WHEREAS, the proposal demonstrates that sufficient need exists to warrant finding the Property to be an economic development and blighted area; and

WHEREAS, an amendment (the “Amendment”) to the Plan has been prepared which (1) covers the addition of the Property to the Urban Renewal Area; (2) updates the description of certain public improvements projects previously approved in the March, 2023 Amendment to the Plan; and (3) authorizes the undertaking of new urban renewal projects in the Urban Renewal Area consisting of (a) providing tax increment financing support to Dehner Distillery, LLC (“Dehner”) in connection with the construction by Dehner of a new distillery and related facilities; and (b) providing tax increment financing to Fortress Bank (the “Bank”) in connection with the construction by the Bank of a new office and retail bank building; and

WHEREAS, notice of a public hearing by the City Council on the question of establishing the Property as an urban renewal area and on the proposed Amendment was heretofore given in strict compliance with the provisions of Chapter 403 of the Code of Iowa, and the Council has conducted said hearing on September 11, 2025; and

WHEREAS, the Planning and Zoning Commission of the City has reviewed and commented on the proposed Amendment; and

WHEREAS, copies of the Amendment, notice of public hearing and notice of a consultation meeting with respect to the Amendment were mailed to Polk County, Dallas County, the West Des Moines Community School District and the Waukee Community School District; the consultation meeting was held on August 27, 2025; and responses to any comments or recommendations received following the consultation meeting were made as required by law;

NOW, THEREFORE, It Is Resolved by the City Council of the City of Clive, Iowa, as follows:

Section 1. An economic development and blighted area as defined in Chapter 403 of the Code of Iowa, is found to exist on the Property.

Section 2. The Property is hereby declared to be an urban renewal area, in conformance with the requirements of Chapter 403 of the Code of Iowa, and is hereby designated the September, 2025 Addition to the Clive Urban Renewal Area.

Section 3. The development of the Property is necessary in the interest of the public health, safety or welfare of the residents of the City.

Section 4. It is hereby determined by this City Council as follows:

A. The proposed Amendment and the projects and initiatives described therein conform to the general plan of the municipality as a whole;

B. The proposed economic development projects described in the Amendment are necessary and appropriate to facilitate the proper growth and development of the City in accordance with sound planning standards and local community objectives; and

C. Proposed blight alleviation and prevention projects described in the Plan are necessary to restore the property situated in the Urban Renewal Area to its highest and best use and to prevent the spread of blighted conditions in the Urban Renewal Area; and

D. It is not intended that families will be displaced as a result of the City's undertaking under the Amendment. Should such issues arise, then the City will ensure that a feasible method exists to carry out any relocations without undue hardship to the displaced and into safe, decent, affordable and sanitary housing.

Section 5. The Amendment attached hereto and made a part hereof, is hereby in all respects approved.

Section 6. All resolutions or parts thereof in conflict herewith are hereby repealed, to the extent of such conflict.

Passed and approved September 11, 2025.

Mayor

Attest:

City Clerk

(Attach copy of the urban renewal plan amendment to this resolution.)

EXHIBIT A
Legal Description
September, 2025 Addition to the Clive Urban Renewal Area

A PARCEL OF LAND LOCATED IN SECTIONS 34 AND 35, ALL IN TOWNSHIP 79 NORTH, RANGE 25 WEST OF THE 5TH P.M. AND SECTION 3, TOWNSHIP 78 NORTH, RANGE 25 WEST OF THE 5th P.M., CITY OF CLIVE, POLK COUNTY, IOWA AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LOT 30 OF WALNUT CREEK HEIGHTS; THENCE SOUTH TO THE NORTHWEST CORNER OF LOT 31, WALNUT CREEK HEIGHTS; THENCE EAST ALONG THE NORTH LINE OF SAID LOT 31, 95.00 FEET TO THE NORTHEAST CORNER THEREOF; THENCE SOUTHERLY ALONG THE EAST LINE OF SAID LOT 31, 208.3 FEET TO THE SOUTHEAST CORNER OF SAID LOT 31; THENCE WEST ALONG THE SOUTH LINE OF SAID LOT 31, 150.00 FEET TO THE SOUTHWEST CORNER OF SAID LOT 31; THENCE SOUTH, 80.00 FEET TO A POINT ON THE NORTH LINE OF THE ACQUISITION PLAT SHOWN IN BOOK 13433 PAGE 203; THENCE EAST ALONG SAID NORTH LINE, AND ALONG THE NORTH LINE OF THE ACQUISITION PLAT SHOWN IN BOOK 13405 PAGE 36, TO A NORTHEAST CORNER OF SAID ACQUISITION PLAT, SAID CORNER ALSO BEING A NORTHEAST CORNER OF EUROPEAN FLAVORS PLAT NO.1; THENCE SOUTH, 10.00 FEET TO A POINT ON A NORTH LINE OF EUROPEAN FLAVORS PLAT NO.1; THENCE EAST ALONG SAID NORTH LINE TO THE EASTERLY MOST NORTHEAST CORNER OF EUROPEAN FLAVORS PLAT NO.1; THENCE SOUTHERLY ALONG THE EAST LINE OF SAID EUROPEAN FLAVORS PLAT NO.1 TO THE SOUTHEAST CORNER OF SAID EUROPEAN FLAVORS PLAT NO.1; THENCE CONTINUING SOUTH ALONG THE EASTERLY LINE OF WEST UNIVERSITY PLAZA PLAT 1 TO THE SOUTHEAST CORNER OF WEST UNIVERSITY PLAZA PLAT 1; THENCE N 89°57' W, A DISTANCE OF 28.00 FEET; THENCE S 6°32' W, A DISTANCE OF 60.00 FEET; THENCE S 89°57' E, A DISTANCE OF 28.00 FEET; THENCE S 6°32' W, ALONG A LINE BEING 40.00 FEET WEST OF AND PARALLEL TO THE CENTERLINE OF 73RD STREET, A DISTANCE OF 300.00 FEET, MORE OR LESS, TO THE EASTERNMOST CORNER OF PARCEL A AS SHOWN IN PLAT OF SURVEY FILED IN BOOK 11728 PAGE 658 OF THE POLK COUNTY, IOWA RECORDS; THENCE NORTHWESTERLY ALONG THE NORTHEASTERLY LINE OF SAID PARCEL A TO THE NORTHEASTERLY CORNER OF SAID PARCEL A, SAID POINT ALSO BEING THE NORTHERLY RIGHT-OF-WAY LINE OF THE CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY; THENCE CONTINUING NORTHWESTERLY ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF SAID RR CO. TO ITS INTERSECTION WITH THE SOUTH LINE OF SAID SECTION 35, SAID POINT ALSO BEING ON THE CENTERLINE OF UNIVERSITY AVENUE EXTENDED WESTERLY; THENCE WEST TO THE SOUTHWEST CORNER OF SAID SECTION 35; THENCE CONTINUING WEST ALONG THE SOUTH LINE OF SAID SECTION 34 TO THE SOUTHEAST CORNER OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 34; THENCE NORTH ALONG THE EAST LINE OF SAID SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 TO THE SOUTHEAST CORNER OF LOT 66, ARBOR OAKS ESTATES PLAT 5; THENCE CONTINUING NORTHERLY ALONG THE EAST LINE OF SAID ARBOR OAKS ESTATES PLAT 5 AND ALONG THE EAST LINE OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 34 TO THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF SAID CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY, SAID POINT ALSO BEING THE NORTHWEST CORNER OF OUTLOT "B", CLIVE DEPOT PLAT 1; THENCE SOUTHEASTERLY ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY LINE TO THE NORTHEASTERLY CORNER OF OUTLOT "B", CLIVE DEPOT PLAT 1; THENCE NORTHERLY TO THE NORTH RIGHT-OF-WAY LINE OF HARBACH BOULEVARD AND TO THE SOUTHEAST CORNER OF LOT 17, KASSONS ADDITION TO RAVENWOOD; THENCE NORTHWESTERLY TO A POINT 80.00 FEET NORTH OF THE SOUTHWEST CORNER OF SAID LOT 17; THENCE CONTINUING NORTHWESTERLY ON A LINE PARALLEL TO AND 60.00 FEET NORTHEASTERLY OF THE SOUTHWEST LINE OF LOT 18 OF SAID KASSONS ADDITION TO RAVENWOOD, TO THE SOUTH LINE OF WESTVIEW BEND PLAT 3;

THENCE EAST ALONG SAID SOUTH LINE TO THE SOUTHWEST CORNER OF OUTLOT "A" OF SAID WESTVIEW BEND PLAT 3; THENCE NORTH ALONG THE WEST LINE OF SAID OUTLOT "A" AND ALONG THE WEST LINE OF LOT 18 OF WESTVIEW BEND PLAT NO.2 TO THE SOUTH RIGHT-OF-WAY LINE OF ALICE AVENUE; THENCE SOUTHEASTERLY ALONG SAID SOUTH RIGHT-OF-WAY LINE TO A POINT OF INTERSECTION WITH THE SOUTHERLY EXTENSION OF THE WEST LINE OF LOT 17 OF SAID WESTVIEW BEND PLAT NO. 2; THENCE NORTHERLY ALONG SAID SOUTHERLY EXTENSION OF THE WEST LINE OF LOT 17 AND CONTINUING NORTH ALONG THE WEST LINE OF SAID LOT 17 TO THE SOUTH LINE OF LOT 41 OF PRIMROSE PARK PLAT 1 REPLAT; THENCE WEST ALONG SAID SOUTH LINE TO THE SOUTHWEST CORNER OF SAID LOT 41 OF PRIMROSE PARK PLAT 1 REPLAT; THENCE NORTH ALONG THE WEST LINE OF SAID LOT 41 TO THE SOUTH RIGHT-OF-WAY LINE OF PRIMROSE LANE; THENCE CONTINUING NORTH TO THE SOUTHWEST CORNER OF LOT 32 OF SAID PRIMROSE PARK PLAT 1 REPLAT; THENCE CONTINUING NORTH ALONG THE WEST LINE OF SAID LOT 32 AND LOT 17 OF SAID PRIMROSE PARK PLAT 1 REPLAT TO THE SOUTH RIGHT-OF-WAY LINE OF FRANKLIN AVENUE; THENCE CONTINUING NORTH TO THE SOUTHWEST CORNER OF LOT 8 OF SAID PRIMROSE PARK PLAT 1 REPLAT; THENCE CONTINUING NORTH ALONG THE WEST LINE OF SAID LOT 8 TO THE NORTHWEST CORNER OF SAID LOT 8; THENCE WEST ALONG THE SOUTH LINE OF LOT 28 OF SUNNY HILLS TO THE SOUTHWEST CORNER OF SAID LOT 28; THENCE NORTH ALONG THE WEST LINE OF SAID LOT 28 TO THE SOUTH RIGHT-OF-WAY LINE OF SUNNY HILL DRIVE; THENCE CONTINUING NORTH TO THE SOUTHWEST CORNER OF LOT 21 OF SAID SUNNY HILLS; THENCE CONTINUING NORTH ALONG THE WEST LINE OF SAID LOT 21 AND LOT 12 OF SAID SUNNY HILLS TO THE SOUTH RIGHT-OF-WAY LINE OF SUMMIT DRIVE; THENCE CONTINUING NORTH TO THE SOUTHWEST CORNER OF LOT 5 OF SAID SUNNY HILLS; THENCE CONTINUING NORTH ALONG THE WEST LINE OF SAID LOT 5 TO THE SOUTH LINE OF LOT 1 OF CLIVE VILLAGE SQUARE PLAT 1; THENCE WEST ALONG SAID SOUTH LINE TO THE SOUTHWEST CORNER OF SAID LOT 1; THENCE NORTH ALONG THE WEST LINE OF SAID LOT 1 TO THE SOUTH RIGHT-OF-WAY LINE OF HICKMAN ROAD; THENCE EAST ALONG SAID SOUTH RIGHT-OF-WAY LINE TO THE NORTHEAST CORNER OF LOT 5 OF RAVENWOOD PLAT 2; THENCE SOUTH ALONG THE EAST LINE OF SAID LOT 5 AND THE EAST LINE OF LOT 12 OF RAVENWOOD PLAT 2 TO THE SOUTHEAST CORNER OF SAID LOT 12; THENCE SOUTH TO THE NORTHEAST CORNER OF BLOCK 6 OF RAVENWOOD; THENCE SOUTH ALONG THE EAST LINE OF SAID BLOCK 6 TO THE NORTH RIGHT-OF-WAY LINE OF SAID FRANKLIN AVENUE; THENCE CONTINUING SOUTH TO THE NORTHEAST CORNER OF BLOCK 11 OF RAVENWOOD; THENCE CONTINUING SOUTH ALONG THE EAST LINE OF SAID BLOCK 11 TO THE NORTH RIGHT-OF-WAY LINE OF SAID ALICE AVENUE; THENCE CONTINUING SOUTH TO THE NORTHEAST CORNER OF BLOCK 14 OF RAVENWOOD; THENCE CONTINUING SOUTH ALONG THE EAST LINE OF SAID BLOCK 14 TO THE NORTH RIGHT-OF-WAY LINE OF SAID HARBACH BOULEVARD; THENCE WEST ALONG SAID NORTH RIGHT-OF-WAY LINE TO A POINT OF INTERSECTION WITH THE NORTHERLY EXTENSION OF THE WEST RIGHT-OF-WAY LINE OF 85TH STREET; THENCE SOUTH ALONG SAID EXTENSION AND THE WEST RIGHT-OF-WAY LINE TO THE EASTERNMOST SOUTHEAST CORNER OF LOT 1 OF EMERY ADDITION PLAT ONE; THENCE CONTINUING SOUTH ALONG THE SAID WEST RIGHT-OF-WAY LINE EXTENDED TO THE SOUTHERLY RIGHT-OF-WAY LINE OF CLARK STREET; THENCE SOUTHEASTERLY ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE TO THE EAST RIGHT-OF-WAY LINE OF 84TH STREET; THENCE SOUTH ALONG SAID EAST RIGHT-OF-WAY LINE TO THE NORTHWEST CORNER OF LOT 32 OF McKEONS PLACE REPLAT; THENCE EAST ALONG THE NORTH LINE OF SAID LOT 32 TO THE EAST LINE OF THE WEST 160.00 FEET OF LOT 31 OF SAID McKEONS PLACE REPLAT; THENCE NORTH ALONG SAID EAST LINE TO THE NORTH LINE OF SAID LOT 31, SAID POINT ALSO BEING THE NORTHWEST CORNER OF LOT 1 OF McKEONS PLACE PLAT 2; THENCE EAST ALONG THE NORTH LINE OF SAID LOT 1 AND ALONG THE NORTH LINE OF OUTLOT "Z" OF SAID McKEONS PLACE PLAT 2, TO THE WEST LINE OF LOT 6 OF WESTWIND HEIGHTS; THENCE SOUTH ALONG SAID WEST LINE TO THE SOUTHWEST CORNER OF SAID LOT 6; THENCE EAST ALONG THE SOUTH LINE OF SAID LOT 6 TO THE NORTHEAST

CORNER OF LOT 1 OF UNIVERSITY TERRACE; THENCE SOUTH ALONG THE EAST LINE OF SAID LOT 1 TO THE NORTH LINE OF THE SOUTH 48.00 FEET OF LOT 43 OF FISCHER ACRES; THENCE EAST ALONG SAID NORTH LINE TO THE WEST RIGHT-OF-WAY LINE OF 81ST STREET; THENCE SOUTHEASTERLY TO THE NORTHWEST CORNER OF LOT 20 OF SAID FISCHER ACRES; THENCE EAST ALONG THE NORTH LINE OF SAID LOT 20 TO THE EAST LINE OF THE WEST HALF OF SAID LOT 20; THENCE SOUTH ALONG SAID EAST LINE TO THE SOUTH LINE OF SAID LOT 20; THENCE EAST ALONG SAID SOUTH LINE AND THE EASTERLY EXTENSION THEREOF TO THE EAST RIGHT-OF-WAY LINE OF 80TH STREET; THENCE NORTH ALONG SAID EAST RIGHT-OF-WAY LINE TO THE NORTH LINE OF LOT 13 OF SAID FISCHER ACRES; THENCE EAST ALONG SAID NORTH LINE AND THE EASTERLY EXTENSION THEREOF, TO THE WEST LINE OF DRAKE PLAZA; THENCE SOUTH ALONG SAID WEST LINE TO THE SOUTHWEST CORNER OF LOT 8 IN SAID DRAKE PLAZA, AND BEING A POINT ON THE NORTHERLY LINE OF LOT 93 OF WALNUT CREEK HEIGHTS; THENCE EAST ALONG SAID NORTHERLY LINE TO THE EAST LINE OF SAID LOT 93; THENCE SOUTH ALONG SAID EAST LINE TO THE NORTHWEST CORNER OF LOT 7 OF KEATING PLACE; THENCE EAST ALONG THE NORTH LINE OF SAID LOT 7 AND LOT 3 OF SAID KEATING PLACE TO THE WEST LINE OF 78TH STREET; THENCE NORTH ALONG SAID WEST LINE TO A POINT OF INTERSECTION WITH THE WESTERLY EXTENSION OF THE NORTH LINE OF LOT 42 OF SAID WALNUT CREEK HEIGHTS; THENCE EAST ALONG SAID WESTERLY EXTENSION, AND ALONG SAID NORTH LINE OF LOTS 42 AND 38 OF SAID WALNUT CREEK HEIGHTS TO THE WESTERNMOST CORNER OF LOT 1 OF SERVICEMASTER PLAT 1; THENCE S 89°19'56" E TO THE SOUTHWEST CORNER OF LOT 43 OF WALNUT CREEK HEIGHTS; THENCE CONTINUING EASTERLY TO THE WEST RIGHT-OF-WAY LINE OF 75TH STREET; THENCE SOUTH ALONG SAID WEST LINE TO A POINT OF INTERSECTION WITH THE WESTERN EXTENSION OF THE SOUTH LINE OF LOT 3 IN CHERYL JANE ESTATES; THENCE EAST ALONG SAID WESTERLY EXTENSION OF THE SOUTH LINE AND ALONG SAID SOUTH LINE OF SAID LOT 3 TO THE WEST LINE OF LOT 30 OF SAID WALNUT CREEK HEIGHTS; THENCE NORTH ALONG SAID WEST LINE TO THE NORTHWEST CORNER OF SAID LOT 30; THENCE EAST ALONG THE NORTH LINE OF SAID LOT 30 TO THE POINT OF BEGINNING.

EXCEPT

LOT 1 OF EUROPEAN FLAVORS PLAT NO. 1,

AND EXCEPT

THE WEST 15.50 ACRES OF LOT 45 OF FISCHER ACRES,

AND EXCEPT

THAT PART CONTAINED WITHIN THE 1997 ADDITION TO THE CLIVE URBAN RENEWAL AREA OF THE CITY OF CLIVE, IOWA DESCRIBED AS FOLLOWS:

BEGINNING 561.70 FEET NORTH AND 40.00 FEET WEST OF THE SOUTHEAST CORNER; THENCE NORTHWESTERLY 105.00 FEET; THENCE WESTERLY 299.00 FEET; THENCE SOUTHWESTERLY 169.10 FEET; THENCE NORTHWESTERLY 410.7 FEET; THENCE NORTHEASTERLY 388.40 FEET; THENCE NORTHWESTERLY 157.00 FEET; THENCE SOUTHWESTERLY 220.40 FEET; THENCE WESTERLY 178.30 FEET; THENCE NORTHWESTERLY 249.10 FEET; THENCE NORTHEASTERLY 374.00 FEET; THENCE NORTHWESTERLY 298.40 FEET; THENCE NORTH 290.60 FEET; THENCE SOUTHEASTERLY 931.60 FEET; THENCE SOUTHEAST 93.50 FEET; THENCE SOUTHERLY 137.40 FEET; THENCE SOUTH 497.10 FEET; THENCE SOUTHWESTERLY 228.40 FEET; THENCE EAST 507.10 FEET; THENCE SOUTH 287.30 FEET TO THE POINT OF BEGINNING, LOT 3, OFFICIAL PLAT OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 34, TOWNSHIP 79 NORTH, RANGE 25 WEST OF THE 5TH P.M.



Memo

TO: Mayor and Council members

FROM: Amanda Grutzmacher, Senior Planner

DATE: September 11, 2025

RE: 1st Consideration of Proposed Ordinance 1171 Providing for the Division of Taxes Levied on Taxable Property in the September, 2025 Addition to the Clive Urban Renewal Area, Pursuant to Section 403.19 of the Code of Iowa

SYNOPSIS:

Attachments:

1. ORDINANCE 1171

An Ordinance Providing for the Division of Taxes Levied on Taxable Property in the September, 2025 Addition to the Clive Urban Renewal Area, Pursuant to Section 403.19 of the Code of Iowa

WHEREAS, the City Council of the City of Clive, Iowa (the “City”) previously enacted certain ordinances providing for the division of taxes levied on certain taxable property in the Clive Urban Renewal Area (the “Urban Renewal Area”), pursuant to Section 403.19 of the Code of Iowa; and

WHEREAS, pursuant to said ordinances, certain taxable property within the Clive Urban Renewal Area in the City was designated a “tax increment district”; and

WHEREAS, the City Council now desires to increase the size of the “tax increment district” by adding additional property;

BE IT ENACTED by the Council of the City of Clive, Iowa:

Section 1. Purpose. The purpose of this ordinance is to provide for the division of taxes levied on the taxable property in the September, 2025 Addition to the Clive Urban Renewal Area of the City of Clive, Iowa, each year by and for the benefit of the state, city, county, school districts or other taxing districts after the effective date of this ordinance in order to create a special fund to pay the principal of and interest on loans, moneys advanced to or indebtedness, including bonds proposed to be issued by the City of Clive to finance projects in such area.

Section 2. Definitions. For use within this ordinance the following terms shall have the following meanings:

“City” shall mean the City of Clive, Iowa.

“County” shall mean Polk County, Iowa.

“Urban Renewal Area Addition” shall mean the September, 2025 Addition to the Clive Urban Renewal Area of the City, the legal description of which is set out below, approved by the City Council by resolution adopted on September 11, 2025:

A PARCEL OF LAND LOCATED IN SECTIONS 34 AND 35, ALL IN TOWNSHIP 79 NORTH, RANGE 25 WEST OF THE 5TH P.M. AND SECTION 3, TOWNSHIP 78 NORTH, RANGE 25 WEST OF THE 5th P.M., CITY OF CLIVE, POLK COUNTY, IOWA AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LOT 30 OF WALNUT CREEK HEIGHTS; THENCE SOUTH TO THE NORTHWEST CORNER OF LOT 31, WALNUT CREEK HEIGHTS; THENCE EAST ALONG THE NORTH LINE OF SAID LOT 31, 95.00 FEET TO THE NORTHEAST CORNER THEREOF; THENCE SOUTHERLY ALONG THE EAST LINE OF SAID LOT 31, 208.3 FEET TO THE SOUTHEAST CORNER OF SAID LOT 31; THENCE WEST ALONG THE SOUTH LINE OF SAID LOT 31, 150.00 FEET TO THE SOUTHWEST CORNER OF SAID LOT 31; THENCE SOUTH, 80.00 FEET TO A POINT ON THE NORTH LINE OF THE ACQUISITION PLAT SHOWN IN BOOK 13433 PAGE 203; THENCE EAST ALONG SAID NORTH LINE, AND ALONG THE NORTH LINE OF THE ACQUISITION PLAT SHOWN IN BOOK 13405 PAGE 36, TO A NORTHEAST CORNER OF SAID

ACQUISITION PLAT, SAID CORNER ALSO BEING A NORTHEAST CORNER OF EUROPEAN FLAVORS PLAT NO.1; THENCE SOUTH, 10.00 FEET TO A POINT ON A NORTH LINE OF EUROPEAN FLAVORS PLAT NO.1; THENCE EAST ALONG SAID NORTH LINE TO THE EASTERLY MOST NORTHEAST CORNER OF EUROPEAN FLAVORS PLAT NO.1; THENCE SOUTHERLY ALONG THE EAST LINE OF SAID EUROPEAN FLAVORS PLAT NO.1 TO THE SOUTHEAST CORNER OF SAID EUROPEAN FLAVORS PLAT NO.1; THENCE CONTINUING SOUTH ALONG THE EASTERLY LINE OF WEST UNIVERSITY PLAZA PLAT 1 TO THE SOUTHEAST CORNER OF WEST UNIVERSITY PLAZA PLAT 1; THENCE N 89°57' W, A DISTANCE OF 28.00 FEET; THENCE S 6°32' W, A DISTANCE OF 60.00 FEET; THENCE S 89°57' E, A DISTANCE OF 28.00 FEET; THENCE S 6°32' W, ALONG A LINE BEING 40.00 FEET WEST OF AND PARALLEL TO THE CENTERLINE OF 73RD STREET, A DISTANCE OF 300.00 FEET, MORE OR LESS, TO THE EASTERNMOST CORNER OF PARCEL A AS SHOWN IN PLAT OF SURVEY FILED IN BOOK 11728 PAGE 658 OF THE POLK COUNTY, IOWA RECORDS; THENCE NORTHWESTERLY ALONG THE NORTHEASTERLY LINE OF SAID PARCEL A TO THE NORTHEASTERLY CORNER OF SAID PARCEL A, SAID POINT ALSO BEING THE NORTHERLY RIGHT-OF-WAY LINE OF THE CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY; THENCE CONTINUING NORTHWESTERLY ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF SAID RR CO. TO ITS INTERSECTION WITH THE SOUTH LINE OF SAID SECTION 35, SAID POINT ALSO BEING ON THE CENTERLINE OF UNIVERSITY AVENUE EXTENDED WESTERLY; THENCE WEST TO THE SOUTHWEST CORNER OF SAID SECTION 35; THENCE CONTINUING WEST ALONG THE SOUTH LINE OF SAID SECTION 34 TO THE SOUTHEAST CORNER OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 34; THENCE NORTH ALONG THE EAST LINE OF SAID SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 TO THE SOUTHEAST CORNER OF LOT 66, ARBOR OAKS ESTATES PLAT 5; THENCE CONTINUING NORTHERLY ALONG THE EAST LINE OF SAID ARBOR OAKS ESTATES PLAT 5 AND ALONG THE EAST LINE OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 34 TO THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF SAID CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY, SAID POINT ALSO BEING THE NORTHWEST CORNER OF OUTLOT "B", CLIVE DEPOT PLAT 1; THENCE SOUTHEASTERLY ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY LINE TO THE NORTHEASTERLY CORNER OF OUTLOT "B", CLIVE DEPOT PLAT 1; THENCE NORTHERLY TO THE NORTH RIGHT-OF-WAY LINE OF HARBACH BOULEVARD AND TO THE SOUTHEAST CORNER OF LOT 17, KASSONS ADDITION TO RAVENWOOD; THENCE NORTHWESTERLY TO A POINT 80.00 FEET NORTH OF THE SOUTHWEST CORNER OF SAID LOT 17; THENCE CONTINUING NORTHWESTERLY ON A LINE PARALLEL TO AND 60.00 FEET NORTHEASTERLY OF THE SOUTHWEST LINE OF LOT 18 OF SAID KASSONS ADDITION TO RAVENWOOD, TO THE SOUTH LINE OF WESTVIEW BEND PLAT 3; THENCE EAST ALONG SAID SOUTH LINE TO THE SOUTHWEST CORNER OF OUTLOT "A" OF SAID WESTVIEW BEND PLAT 3; THENCE NORTH ALONG THE WEST LINE OF SAID OUTLOT "A" AND ALONG THE WEST LINE OF LOT 18 OF WESTVIEW BEND PLAT NO.2 TO THE SOUTH RIGHT-OF-WAY LINE OF ALICE AVENUE; THENCE SOUTHEASTERLY ALONG SAID SOUTH RIGHT-OF-WAY LINE TO A POINT OF INTERSECTION WITH THE SOUTHERLY EXTENSION OF THE WEST LINE OF LOT 17 OF SAID WESTVIEW BEND PLAT NO. 2; THENCE NORTHERLY ALONG SAID SOUTHERLY EXTENSION OF THE WEST LINE OF LOT 17 AND CONTINUING NORTH ALONG THE WEST LINE OF SAID LOT 17 TO THE SOUTH LINE OF LOT 41 OF PRIMROSE PARK PLAT 1 REPLAT; THENCE WEST ALONG SAID SOUTH LINE TO THE SOUTHWEST CORNER OF SAID LOT 41 OF PRIMROSE PARK PLAT 1 REPLAT; THENCE NORTH ALONG THE WEST LINE OF SAID LOT 41 TO THE SOUTH RIGHT-OF-WAY LINE OF PRIMROSE LANE; THENCE CONTINUING NORTH TO THE SOUTHWEST CORNER OF LOT 32 OF SAID PRIMROSE PARK PLAT 1 REPLAT; THENCE CONTINUING NORTH ALONG THE WEST LINE OF SAID LOT 32 AND LOT 17 OF SAID PRIMROSE PARK PLAT 1 REPLAT TO THE SOUTH RIGHT-OF-WAY LINE OF FRANKLIN AVENUE; THENCE CONTINUING NORTH TO THE SOUTHWEST CORNER OF LOT 8 OF SAID PRIMROSE PARK PLAT 1 REPLAT; THENCE CONTINUING NORTH ALONG THE WEST LINE OF

SAID LOT 8 TO THE NORTHWEST CORNER OF SAID LOT 8; THENCE WEST ALONG THE SOUTH LINE OF LOT 28 OF SUNNY HILLS TO THE SOUTHWEST CORNER OF SAID LOT 28; THENCE NORTH ALONG THE WEST LINE OF SAID LOT 28 TO THE SOUTH RIGHT-OF-WAY LINE OF SUNNY HILL DRIVE; THENCE CONTINUING NORTH TO THE SOUTHWEST CORNER OF LOT 21 OF SAID SUNNY HILLS; THENCE CONTINUING NORTH ALONG THE WEST LINE OF SAID LOT 21 AND LOT 12 OF SAID SUNNY HILLS TO THE SOUTH RIGHT-OF-WAY LINE OF SUMMIT DRIVE; THENCE CONTINUING NORTH TO THE SOUTHWEST CORNER OF LOT 5 OF SAID SUNNY HILLS; THENCE CONTINUING NORTH ALONG THE WEST LINE OF SAID LOT 5 TO THE SOUTH LINE OF LOT 1 OF CLIVE VILLAGE SQUARE PLAT 1; THENCE WEST ALONG SAID SOUTH LINE TO THE SOUTHWEST CORNER OF SAID LOT 1; THENCE NORTH ALONG THE WEST LINE OF SAID LOT 1 TO THE SOUTH RIGHT-OF-WAY LINE OF HICKMAN ROAD; THENCE EAST ALONG SAID SOUTH RIGHT-OF-WAY LINE TO THE NORTHEAST CORNER OF LOT 5 OF RAVENWOOD PLAT 2; THENCE SOUTH ALONG THE EAST LINE OF SAID LOT 5 AND THE EAST LINE OF LOT 12 OF RAVENWOOD PLAT 2 TO THE SOUTHEAST CORNER OF SAID LOT 12; THENCE SOUTH TO THE NORTHEAST CORNER OF BLOCK 6 OF RAVENWOOD; THENCE SOUTH ALONG THE EAST LINE OF SAID BLOCK 6 TO THE NORTH RIGHT-OF-WAY LINE OF SAID FRANKLIN AVENUE; THENCE CONTINUING SOUTH TO THE NORTHEAST CORNER OF BLOCK 11 OF RAVENWOOD; THENCE CONTINUING SOUTH ALONG THE EAST LINE OF SAID BLOCK 11 TO THE NORTH RIGHT-OF-WAY LINE OF SAID ALICE AVENUE; THENCE CONTINUING SOUTH TO THE NORTHEAST CORNER OF BLOCK 14 OF RAVENWOOD; THENCE CONTINUING SOUTH ALONG THE EAST LINE OF SAID BLOCK 14 TO THE NORTH RIGHT-OF-WAY LINE OF SAID HARBACH BOULEVARD; THENCE WEST ALONG SAID NORTH RIGHT-OF-WAY LINE TO A POINT OF INTERSECTION WITH THE NORTHERLY EXTENSION OF THE WEST RIGHT-OF-WAY LINE OF 85TH STREET; THENCE SOUTH ALONG SAID EXTENSION AND THE WEST RIGHT-OF-WAY LINE TO THE EASTERNMOST SOUTHEAST CORNER OF LOT 1 OF EMERY ADDITION PLAT ONE; THENCE CONTINUING SOUTH ALONG THE SAID WEST RIGHT-OF-WAY LINE EXTENDED TO THE SOUTHERLY RIGHT-OF-WAY LINE OF CLARK STREET; THENCE SOUTHEASTERLY ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE TO THE EAST RIGHT-OF-WAY LINE OF 84TH STREET; THENCE SOUTH ALONG SAID EAST RIGHT-OF-WAY LINE TO THE NORTHWEST CORNER OF LOT 32 OF McKEONS PLACE REPLAT; THENCE EAST ALONG THE NORTH LINE OF SAID LOT 32 TO THE EAST LINE OF THE WEST 160.00 FEET OF LOT 31 OF SAID McKEONS PLACE REPLAT; THENCE NORTH ALONG SAID EAST LINE TO THE NORTH LINE OF SAID LOT 31, SAID POINT ALSO BEING THE NORTHWEST CORNER OF LOT 1 OF McKEONS PLACE PLAT 2; THENCE EAST ALONG THE NORTH LINE OF SAID LOT 1 AND ALONG THE NORTH LINE OF OUTLOT "Z" OF SAID McKEONS PLACE PLAT 2, TO THE WEST LINE OF LOT 6 OF WESTWIND HEIGHTS; THENCE SOUTH ALONG SAID WEST LINE TO THE SOUTHWEST CORNER OF SAID LOT 6; THENCE EAST ALONG THE SOUTH LINE OF SAID LOT 6 TO THE NORTHEAST CORNER OF LOT 1 OF UNIVERSITY TERRACE; THENCE SOUTH ALONG THE EAST LINE OF SAID LOT 1 TO THE NORTH LINE OF THE SOUTH 48.00 FEET OF LOT 43 OF FISCHER ACRES; THENCE EAST ALONG SAID NORTH LINE TO THE WEST RIGHT-OF-WAY LINE OF 81ST STREET; THENCE SOUTHEASTERLY TO THE NORTHWEST CORNER OF LOT 20 OF SAID FISCHER ACRES; THENCE EAST ALONG THE NORTH LINE OF SAID LOT 20 TO THE EAST LINE OF THE WEST HALF OF SAID LOT 20; THENCE SOUTH ALONG SAID EAST LINE TO THE SOUTH LINE OF SAID LOT 20; THENCE EAST ALONG SAID SOUTH LINE AND THE EASTERLY EXTENSION THEREOF TO THE EAST RIGHT-OF-WAY LINE OF 80TH STREET; THENCE NORTH ALONG SAID EAST RIGHT-OF-WAY LINE TO THE NORTH LINE OF LOT 13 OF SAID FISCHER ACRES; THENCE EAST ALONG SAID NORTH LINE AND THE EASTERLY EXTENSION THEREOF, TO THE WEST LINE OF DRAKE PLAZA; THENCE SOUTH ALONG SAID WEST LINE TO THE SOUTHWEST CORNER OF LOT 8 IN SAID DRAKE PLAZA, AND BEING A POINT ON THE NORTHERLY LINE OF LOT 93 OF WALNUT CREEK HEIGHTS; THENCE EAST ALONG SAID NORTHERLY LINE TO THE EAST LINE OF SAID LOT 93; THENCE SOUTH ALONG SAID EAST LINE TO THE NORTHWEST CORNER OF LOT 7 OF KEATING PLACE; THENCE EAST

ALONG THE NORTH LINE OF SAID LOT 7 AND LOT 3 OF SAID KEATING PLACE TO THE WEST LINE OF 78TH STREET; THENCE NORTH ALONG SAID WEST LINE TO A POINT OF INTERSECTION WITH THE WESTERLY EXTENSION OF THE NORTH LINE OF LOT 42 OF SAID WALNUT CREEK HEIGHTS; THENCE EAST ALONG SAID WESTERLY EXTENSION, AND ALONG SAID NORTH LINE OF LOTS 42 AND 38 OF SAID WALNUT CREEK HEIGHTS TO THE WESTERNMOST CORNER OF LOT 1 OF SERVICEMASTER PLAT 1; THENCE S 89°19'56" E TO THE SOUTHWEST CORNER OF LOT 43 OF WALNUT CREEK HEIGHTS; THENCE CONTINUING EASTERLY TO THE WEST RIGHT-OF-WAY LINE OF 75TH STREET; THENCE SOUTH ALONG SAID WEST LINE TO A POINT OF INTERSECTION WITH THE WESTERN EXTENSION OF THE SOUTH LINE OF LOT 3 IN CHERYL JANE ESTATES; THENCE EAST ALONG SAID WESTERLY EXTENSION OF THE SOUTH LINE AND ALONG SAID SOUTH LINE OF SAID LOT 3 TO THE WEST LINE OF LOT 30 OF SAID WALNUT CREEK HEIGHTS; THENCE NORTH ALONG SAID WEST LINE TO THE NORTHWEST CORNER OF SAID LOT 30; THENCE EAST ALONG THE NORTH LINE OF SAID LOT 30 TO THE POINT OF BEGINNING.

EXCEPT

LOT 1 OF EUROPEAN FLAVORS PLAT NO. 1,

AND EXCEPT

THE WEST 15.50 ACRES OF LOT 45 OF FISCHER ACRES,

AND EXCEPT

THAT PART CONTAINED WITHIN THE 1997 ADDITION TO THE CLIVE URBAN RENEWAL AREA OF THE CITY OF CLIVE, IOWA DESCRIBED AS FOLLOWS:

BEGINNING 561.70 FEET NORTH AND 40.00 FEET WEST OF THE SOUTHEAST CORNER; THENCE NORTHWESTERLY 105.00 FEET; THENCE WESTERLY 299.00 FEET; THENCE SOUTHWESTERLY 169.10 FEET; THENCE NORTHWESTERLY 410.7 FEET; THENCE NORTHEASTERLY 388.40 FEET; THENCE NORTHWESTERLY 157.00 FEET; THENCE SOUTHWESTERLY 220.40 FEET; THENCE WESTERLY 178.30 FEET; THENCE NORTHWESTERLY 249.10 FEET; THENCE NORTHEASTERLY 374.00 FEET; THENCE NORTHWESTERLY 298.40 FEET; THENCE NORTH 290.60 FEET; THENCE SOUTHEASTERLY 931.60 FEET; THENCE SOUTHEAST 93.50 FEET; THENCE SOUTHERLY 137.40 FEET; THENCE SOUTH 497.10 FEET; THENCE SOUTHWESTERLY 228.40 FEET; THENCE EAST 507.10 FEET; THENCE SOUTH 287.30 FEET TO THE POINT OF BEGINNING, LOT 3, OFFICIAL PLAT OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 34, TOWNSHIP 79 NORTH, RANGE 25 WEST OF THE 5TH P.M.

Section 3. Provisions for Division of Taxes Levied on Taxable Property in the Urban Renewal Area Addition. After the effective date of this ordinance, the taxes levied on the taxable property in the Urban Renewal Area Addition each year by and for the benefit of the State of Iowa, the City, the County and any school district or other taxing district in which the Urban Renewal Area Addition is located, shall be divided as follows:

(a) that portion of the taxes which would be produced by the rate at which the tax is levied each year by or for each of the taxing districts upon the total sum of the assessed value of the taxable property in the Urban Renewal Area Addition, as shown on the assessment roll as of January 1 of the calendar year preceding the first calendar year in which the City certifies to the County Auditor the amount of loans, advances, indebtedness, or bonds payable from the special fund referred to in paragraph (b) below, shall be allocated to and when collected be paid into the fund for the respective taxing district as taxes by or for said taxing district into which all other

property taxes are paid. For the purpose of allocating taxes levied by or for any taxing district which did not include the territory in the Urban Renewal Area Addition on the effective date of this ordinance, but to which the territory has been annexed or otherwise included after the effective date, the assessment roll applicable to property in the annexed territory as of January 1 of the calendar year preceding the effective date of the ordinance which amends the plan for the Urban Renewal Area Addition to include the annexed area, shall be used in determining the assessed valuation of the taxable property in the annexed area.

(b) that portion of the taxes each year in excess of such amounts shall be allocated to and when collected be paid into a special fund of the City to pay the principal of and interest on loans, moneys advanced to or indebtedness, whether funded, refunded, assumed or otherwise, including bonds issued under the authority of Section 403.9(1), of the Code of Iowa, incurred by the City to finance or refinance, in whole or in part, projects in the Urban Renewal Area, and to provide assistance for low and moderate-income family housing as provided in Section 403.22, except that taxes for the regular and voter-approved physical plant and equipment levy of a school district imposed pursuant to Section 298.2 of the Code of Iowa, taxes for the instructional support program levy of a school district imposed pursuant to Section 257.19 of the Code of Iowa and taxes for the payment of bonds and interest of each taxing district shall be collected against all taxable property within the taxing district without limitation by the provisions of this ordinance. Unless and until the total assessed valuation of the taxable property in the Urban Renewal Area Addition exceeds the total assessed value of the taxable property in such area as shown by the assessment roll referred to in subsection (a) of this section, all of the taxes levied and collected upon the taxable property in the Urban Renewal Area Addition shall be paid into the funds for the respective taxing districts as taxes by or for said taxing districts in the same manner as all other property taxes. When such loans, advances, indebtedness, and bonds, if any, and interest thereon, have been paid, all money thereafter received from taxes upon the taxable property in the Urban Renewal Area Addition shall be paid into the funds for the respective taxing districts in the same manner as taxes on all other property.

(c) the portion of taxes mentioned in subsection (b) of this section and the special fund into which that portion shall be paid may be irrevocably pledged by the City for the payment of the principal and interest on loans, advances, bonds issued under the authority of Section 403.9(1) of the Code of Iowa, or indebtedness incurred by the City to finance or refinance in whole or in part projects in the Urban Renewal Area.

(d) as used in this section, the word “taxes” includes, but is not limited to, all levies on an ad valorem basis upon land or real property.

Section 4. Repealer. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

Section 5. Saving Clause. If any section, provision, or part of this ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

Section 6. Effective Date. This ordinance shall be effective after its final passage, approval and publication as provided by law.

Passed and approved by the City Council of the City of Clive, Iowa, on October 9, 2025.

John Edwards, Mayor

Attest:

Matthew Graham, City Clerk

First consideration: September 11, 2025

Second consideration: September 25, 2025

STATE OF IOWA

SS:

POLK COUNTY

I, the undersigned, County Auditor of Polk County, in the State of Iowa, do hereby certify that on the ____ day of _____, 2025, the City Clerk of the City of Clive, Iowa, filed in my office a copy of an ordinance of such City shown to have been adopted by the Council and approved by the Mayor thereof on the ____ day of _____, 2025, entitled: "Ordinance No. _____. An Ordinance Providing for the Division of Taxes Levied on Taxable Property in the September, 2025 Addition to the Clive Urban Renewal Area, Pursuant to Section 403.19 of the Code of Iowa," and that I have duly placed a copy of the ordinance on file in my records.

WITNESS MY HAND this ____ day of _____, 2025.

County Auditor

STATE OF IOWA
COUNTY OF POLK SS:
CITY OF CLIVE

I, the undersigned, City Clerk of the City of Clive, State of Iowa, do hereby certify that I caused to be published “Ordinance No. _____. An Ordinance Providing for the Division of Taxes Levied on Taxable Property in the September, 2025 Addition to the Clive Urban Renewal Area, Pursuant to Section 403.19 of the Code of Iowa,” of which the printed slip attached to the publisher’s original affidavit hereto attached is a true and complete copy, on the date and in the newspaper specified in such affidavit, and that such newspaper has a general circulation in said City.

WITNESS MY HAND this ____ day of _____, 2025.

Matthew Graham, City Clerk

(Attach hereto publisher’s affidavit of publication with clipping of ordinance as published.)

STATE OF IOWA
POLK COUNTY
CITY OF CLIVE

SS:

I, the undersigned, City Clerk of the City of Clive, State of Iowa, do hereby certify that the attached is a true, correct and complete copy of all the records of the Council of such City relating to the adoption of an ordinance entitled "Ordinance No. _____. An Ordinance Providing for the Division of Taxes Levied on Taxable Property in the September, 2025 Addition to the Clive Urban Renewal Area, Pursuant to Section 403.19 of the Code of Iowa."

WITNESS MY HAND this ____ day of _____, 2025.

Matthew Graham, City Clerk



Memo

TO: Mayor and Council members

FROM: Amanda Grutzmacher, Senior Planner

DATE: September 11, 2025

RE: 3rd Consideration of Proposed Ordinance 1165 - Zoning Ordinance Amendment Regarding Variances

SYNOPSIS:

There have been no changes or public comments since the second consideration. Staff recommends approval of Ordinance 1165 regarding variances.

If you have questions or need additional information before the meeting, contact Amanda at 515-223-6221 or agrutzmacher@cityofclive.com.

Attachments:

1. Ordinance 1165

ORDINANCE NO. 1165

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF CLIVE,
IOWA, 2024, BY AMENDING PROVISIONS OF THE ZONING ORDINANCE
REGARDING REGULATIONS ASSOCIATED WITH VARIANCES

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

SECTION 1. INTERNAL REFERENCES. All references to section numbers in this ordinance shall be to sections contained with Title 11 in the Zoning Ordinance, unless otherwise specified.

SECTION 2. AMENDMENT – VARIANCES. In title 11, Chapter 11-3-7 (entitled “VARIANCES”) shall be deleted in its entirety and replaced as in Exhibit “A” attached hereto.

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 shall be adjudged to be invalid or unconstitutional, such adjudication shall not affect the validity of this Ordinance as a whole or any section, subsection, provision, sentence, clause, phrase or part thereof not adjudged invalid or unconstitutional.

SECTION 5. WHEN EFFECTIVE. This Ordinance shall be in effect from and after its final passage, approval and notice of its passage is given as provided by law.

PASSED AND APPROVED by the City Council on the 11th day of September, 2025.

Matthew Graham, City Clerk

John Edwards, Mayor

Ordinance No. _____ authenticated this _____ day of _____, 2025.

Matthew Graham, City Clerk

John Edwards, Mayor

Officially published on the _____ day of _____, 2025.

CERTIFIED BY:

Matthew Graham, City Clerk

Exhibit “A”

11-3-7 Variances.

1. Variance Related to Use.

- A. Application Requirements. Application for variance from the terms of this chapter will not be contrary to the public interest where, owing to special conditions, a literal enforcement of the provisions of this chapter would result in unnecessary hardship, and so that the spirit of this chapter shall be observed and substantial justice done. No nonconforming use of neighboring lands, structures, or buildings in other districts shall be considered grounds for the issuance of a variance.
- B. Conditions for Granting. Variances related to use shall only be granted upon:
 - (1) A showing of good and sufficient cause; and
 - (2) A determination that failure to grant the variance would result in a substantial hardship to the applicant; and
 - (3) A determination that the substantial hardship is not self-imposed; and
 - (4) A determination that the granting of the variance will not be contrary to the public interest or neighborhood integrity; and
 - (5) A determination that the granting of a variance is the minimum necessary to afford relief from this chapter while preserving the spirit of the zoning ordinance.

2. Variance related to Dimensional Requirements.

- A. Application Requirements. Application for variance from the terms of this chapter with respect to the area, dimensional, or other numerical limitations, will not be contrary to the public interest where, owing to special conditions, a literal enforcement of the provisions of this chapter would result in practical difficulties to the property owner in making a beneficial use of the property allowed by the zoning ordinance, and so that the spirit of this chapter shall be observed and substantial justice done. No nonconforming use of neighboring lands, structures, or buildings in other districts shall be considered grounds for the issuance of a variance.
- B. Conditions for Granting. Variances related to dimensional requirements shall only be granted upon:
 - (1) A showing of good and sufficient cause; and
 - (2) A determination that failure to grant the variance would result in practical difficulties to the applicant; and
 - (3) A determination that the practical difficulties faced are unique to the property; and
 - (4) A determination that the practical difficulties faced are not self-imposed; and

- (5) A determination that the practical difficulties cannot be alleviated by a feasible method other than a variance; and
 - (6) A determination that the granting of a variance will not significantly alter the essential character of the surrounding neighborhood.
- 3. Resubmittal After Changes. In the event a variance is granted under the terms of this chapter, any changes thereafter in the approved use or site plan shall be resubmitted and considered in the same manner as the original proposal. Before granting a variance, the Board of Adjustment shall make findings that the applicant has met the requirements of this chapter, and the Board of Adjustment shall further find that the reasons set forth in the application justify the granting of variance. The burden shall be upon those seeking the variance to establish their entitlement to the requested variance.
- 4. Conditions and Safeguards. In granting any variance, the Board of Adjustment may prescribe appropriate conditions and safeguards in conformity with this chapter. Violation of such conditions and safeguards, when made a part of the terms under which the variance is granted, shall be deemed a violation of this chapter and punishable under Section 11-1-7 of this title.



Memo

TO: Mayor and Council members

FROM: Matthew Graham, City Clerk

DATE: September 11, 2025

RE: 1st Consideration of Proposed Ordinance 1167 Liquor Licenses and Beer and Wine Permits

SYNOPSIS:

This ordinance updates **Title 4, Chapter 1, Section 5(8)** of the Clive City Code regarding alcoholic liquor storage and mixed drink regulations. Under our current Code, licensees may only keep liquor in the original package from the Iowa Department of Revenue and mix drinks on-site for immediate consumption.

The proposed change incorporates recent amendments to **Iowa Code §123.49(2)(d)(2)–(4)**, which now permit mixed drinks and cocktails prepared on the premises for consumption beyond immediate use. This allows practices such as “carry-out” or “delivery” cocktails under state law, provided they comply with specific container and sealing requirements.

Effect: This amendment ensures our Code mirrors current State law and removes outdated restrictions on alcohol service.

Attachments:

1. 2025 Alcohol

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF CLIVE, IOWA, BY AMENDING PROVISIONS PERTAINING TO LIQUOR LICENSES AND WINE AND BEER PERMITS

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

SECTION 1. SUBSECTION MODIFIED. Subsection 8 of Title 4, Chapter 1, Section 5 of the Code of Ordinances of the City of Clive, Iowa, is repealed and the following adopted in lieu thereof:

8. Keep on premises covered by a retail alcohol license any alcoholic liquor in any container except the original package purchased from the Iowa Department of Revenue and except mixed drinks or cocktails mixed on the premises for immediate consumption. However, mixed drinks or cocktails that are mixed on the premises and are not for immediate consumption may be consumed on the licensed premises, subject to Section 123.49, Subsection 2, Paragraph D, Subparagraphs (2), (3), and (4) of the *Code of Iowa*.

(Code of Iowa, Sec. 123.49(2)(d)(2), (3), and (4))

SECTION 2. SEVERABILITY CLAUSE. If any section, provision or part of this ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

SECTION 3. WHEN EFFECTIVE. This ordinance shall be in effect from and after its final passage, approval and publication as provided by law.

PASSED AND APPROVED by the City Council on the ____ day of _____ 2025.

Matthew D. Graham, City Clerk

John Edwards, Mayor

Ordinance No. _____ authenticated this ____ day of _____ 2025.

Matthew D. Graham, City Clerk

John Edwards, Mayor

Officially published on the ____ day of _____ 2025.

CERTIFIED BY:

Matthew D. Graham, City Clerk



Memo

TO: Mayor and Council members

FROM: Matthew Graham, City Clerk

DATE: September 11, 2025

RE: 1st Consideration of Proposed Ordinance 1168 Cigarette & Tobacco Sales

SYNOPSIS:

This proposed ordinance repeals and replaces **Title 4, Chapter 2 (Cigarette and Tobacco Sales)** of the Clive City Code. The substantive changes are as follows:

Permit Processing Through the State Portal

The ordinance now explicitly requires that applications for retail cigarette and tobacco permits be submitted electronically through the Iowa Department of Revenue's online system. While our current Code provides for local approval, the new language formalizes the electronic process and clarifies that the State issues the permit on behalf of the City following Council approval.

Codification of State Penalty Framework for Underage Sales

Our current Code already prohibits sales to underage persons and incorporates state enforcement standards by reference. The proposed ordinance goes further by setting out the specific penalty schedule in detail (fines, suspension timelines, and revocation thresholds) directly within the City Code. This improves clarity and transparency for retailers and staff while aligning enforcement with the graduated penalty system already required by Iowa Code Chapter 453A.

Effect: This ordinance modernizes Chapter 2 by formalizing the State's electronic permitting process and by incorporating the State's penalty framework directly into the local ordinance. The changes improve transparency and administrative clarity without creating new substantive requirements beyond what State law already mandates.

Attachments:

1. 2025 Cigarette Permits

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF CLIVE, IOWA, BY AMENDING PROVISIONS PERTAINING TO CIGARETTE AND TOBACCO SALES

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

SECTION 1. CHAPTER MODIFIED. Title 4, Chapter 2 of the Code of Ordinances of the City of Clive, Iowa, is repealed and the following adopted in lieu thereof:

TITLE 4 CHAPTER 2

CIGARETTE AND TOBACCO SALES

4-2-1 Definitions

4-2-2 Permit Required

4-2-3 Application

4-2-4 City Approval

4-2-5 Fees

4-2-6 Issuance

4-2-7 Expiration

4-2-8 Refunds

4-2-9 Persons Under Legal Age

4-2-10 Self-Service Sales Prohibited

4-2-11 Permit Revocation

4-2-12 Penalty

4-2-1 DEFINITIONS. For use in this chapter the following terms are defined:
(Code of Iowa, Sec. 453A.1)

1. “Alternative nicotine product” means a product, not consisting of or containing tobacco, that provides for the ingestion into the body of nicotine, whether by chewing, absorbing, dissolving, inhaling, snorting, or sniffing, or by any other means. “Alternative nicotine product” does not include cigarettes, tobacco products, or vapor products, or a product that is regulated as a drug or device by the United States Food and Drug Administration under Chapter V of the Federal Food, Drug, and Cosmetic Act.

2. “Cigarette” means any roll for smoking made wholly or in part of tobacco, or any substitute for tobacco, irrespective of size or shape and irrespective of tobacco or any substitute for tobacco being flavored, adulterated, or mixed with any other ingredient, where such roll has a wrapper or cover made of paper or any other material. However, cigarettes shall not be construed to include cigars.

3. “Department” means the State Department of Revenue.

4. “Place of business” means any place where cigarettes, tobacco products, alternative nicotine products, or vapor products are sold, stored, or kept for the purpose of sale or consumption by a retailer.

5. “Retailer” means every person who sells, distributes, or offers for sale for consumption, or possesses for the purpose of sale for consumption, cigarettes, alternative nicotine products, or vapor products, irrespective of the quantity or amount or the number of sales, or who engages in the business of selling tobacco, tobacco products, alternative nicotine products, or vapor products to ultimate consumers.

6. “Self-service display” means any manner of product display, placement, or storage from which a person purchasing the product may take possession of the product, prior to purchase, without assistance from the retailer or employee of the retailer, in removing the product from a restricted access location.

7. “Tobacco products” means the following: cigars; little cigars; cheroots; stogies; periques; granulated, plug cut, crimp cut, ready rubbed, and other smoking tobacco; snuff;

cavendish; plug and twist tobacco; fine-cut and other chewing tobaccos; shorts or refuse scraps, clippings, cuttings, and sweepings of tobacco; and other kinds and forms of tobacco prepared in such manner as to be suitable for chewing or smoking in a pipe or otherwise, or for both chewing and smoking, but does not mean cigarettes.

8. “Vapor product” means any noncombustible product, which may or may not contain nicotine, that employs a heating element, power source, electronic circuit, or other electronic, chemical, or mechanical means, regardless of shape or size, that can be used to produce vapor from a solution or other substance. “Vapor product” includes an electronic cigarette, electronic cigar, electronic cigarillo, electronic pipe, or similar product or device, and any cartridge or other container of a solution or other substance, which may or may not contain nicotine, that is intended to be used with or in an electronic cigarette, electronic cigar, electronic cigarillo, electronic pipe, or similar product or device. “Vapor product” does not include a product regulated as a drug or device by the United States Food and Drug Administration under Chapter V of the Federal Food, Drug, and Cosmetic Act.

4-2-2 PERMIT REQUIRED.

1. Retail Cigarette Permits. It is unlawful for any person, other than a holder of a retail permit, to sell cigarettes, alternative nicotine products, or vapor products at retail and no retailer shall distribute, sell, or solicit the sale of any cigarettes, alternative nicotine products, or vapor products within the City without a valid permit for each place of business. The permit shall, at all times, be publicly displayed at the place of business so as to be easily seen by the public and the persons authorized to inspect the place of business.

(Code of Iowa, Sec. 453A.13(1))

2. Retail Tobacco Permits. It is unlawful for any person to engage in the business of a retailer of tobacco, tobacco products, alternative nicotine products, or vapor products at any place of business without first having received a permit as a retailer for each place of business owned or operated by the retailer.

(Code of Iowa, Sec. 453A.47A(1))

A retailer who holds a retail cigarette permit is not required to also obtain a retail tobacco permit. However, if a retailer only holds a retail cigarette permit and that permit is suspended, revoked, or expired, the retailer shall not sell any tobacco, tobacco products, alternative nicotine products, or vapor products, during such time.

(Code of Iowa, Sec. 453A.47A(4))

4-2-3 APPLICATION. A retailer shall submit to the department an application on forms furnished by the department, accompanied by the required fees and adequate bond as provided in Section 453A.14, of the *Code of Iowa*. Applications, any supporting documentation, and the associated fees shall be submitted electronically to the department.

(Code of Iowa, Sec. 453A.13(5))

4-2-4 CITY APPROVAL. The City may approve retail permit applications for applicants with a place of business within the City limits. The City shall use the electronic portal of the department to process retail permit applications. Upon approval of a retail permit application by the City the department shall issue the permit to the applicant on behalf of the City.

(Code of Iowa, Sec. 453A.13(2))

4-2-5 FEES. The fee for a retail cigarette or tobacco permit shall be as follows:

(Code of Iowa, Sec. 453A.13(3)(b) and 453A.47A(7))

FOR PERMITS GRANTED DURING:	FEE:
July, August, or September	\$100.00
October, November, or December	\$ 75.00

January, February, or March	\$ 50.00
April, May, or June	\$ 25.00

4-2-6 ISSUANCE. Each permit issued shall describe clearly the place of business for which it is issued and shall be nonassignable.

(Code of Iowa, Sec. 453A.13(9))

4-2-7 EXPIRATION. All permits shall expire on June 30 of each year. A permit shall not be granted or issued until the applicant has paid the fees to the department for the next period ending on June 30.

(Code of Iowa, Sec. 453A.13(3)(a))

4-2-8 REFUNDS. A retailer may surrender an unrevoked permit and receive a refund from the City, except during April, May, or June, in accordance with the schedule of refunds as provided in Section 453A.13 or 453A.47A of the *Code of Iowa*.

(Code of Iowa, 453A.13(4) and 453A.47A(8))

4-2-9 PERSONS UNDER LEGAL AGE. A person shall not sell, give, or otherwise supply any tobacco, tobacco products, alternative nicotine products, vapor products, or cigarettes to any person under 21 years of age. The provision of this section includes prohibiting a person under 21 years of age from purchasing tobacco, tobacco products, alternative nicotine products, vapor products, and cigarettes from a vending machine. If a retailer or employee of a retailer violates the provisions of this section, the Council shall, after written notice and hearing, and in addition to the other penalties fixed for such violation, assess the following:

1. For a first violation, the retailer shall be assessed a civil penalty in the amount of \$300.00. Failure to pay the civil penalty as ordered under this subsection shall result in automatic suspension of the permit for a period of 14 days.
2. For a second violation within a period of two years, the retailer shall be assessed a civil penalty in the amount of \$1,500.00 or the retailer's permit shall be suspended for a period of 30 days. The retailer may select its preference in the penalty to be applied under this subsection.
3. For a third violation within a period of three years, the retailer shall be assessed a civil penalty in the amount of \$1,500.00 and the retailer's permit shall be suspended for a period of 30 days.
4. For a fourth violation within a period of three years, the retailer shall be assessed a civil penalty in the amount of \$1,500.00 and the retailer's permit shall be suspended for a period of 60 days.
5. For a fifth violation within a period of four years, the retailer's permit shall be revoked.

The Clerk shall give 10 days' written notice to the retailer by mailing a copy of the notice to the place of business as it appears on the application for a permit. The notice shall state the reason for the contemplated action and the time and place at which the retailer may appear and be heard.

(Code of Iowa, Sec. 453A.2, 453A.22, and 453A.36(6))

4-2-10 SELF-SERVICE SALES PROHIBITED. Except for the sale of cigarettes through a cigarette vending machine as provided in Section 453A.36(6) of the *Code of Iowa*, a retailer shall not sell or offer for sale tobacco, tobacco products, alternative nicotine products, vapor products, or cigarettes through the use of a self-service display.

(Code of Iowa, Sec. 453A.36A)

4-2-11 PERMIT REVOCATION. Following a written notice and an opportunity for a hearing, as provided by the *Code of Iowa*, the Council may also revoke a permit issued pursuant to this chapter for a violation of Division I of Chapter 453A of the *Code of Iowa* or any rule adopted thereunder. If a permit is revoked, a new permit shall not be issued to the permit holder for any place of business, or to any other person for the place of business at which the violation occurred, until one year has expired from the date of revocation, unless good cause to the contrary is shown to the Council. The Clerk shall report the revocation or suspension of a retail permit to the department within 30 days of the revocation or suspension.

(Code of Iowa, Sec. 453A.22)

4-2-12 PENALTY. Unless another penalty is expressly provided by this chapter for any particular provision or section, any person violating any provision of this chapter or any rule or regulation adopted herein by reference shall, upon conviction, be subject to the standard penalty as stated in Section 1-4-1.

SECTION 2. SEVERABILITY CLAUSE. If any section, provision or part of this ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

SECTION 3. WHEN EFFECTIVE. This ordinance shall be in effect from and after its final passage, approval and publication as provided by law.

PASSED AND APPROVED by the City Council on the ____ day of _____ 2025.

Matthew D. Graham, City Clerk

John Edwards, Mayor

Ordinance No. _____ authenticated this ____ day of _____ 2025.

Matthew D. Graham, City Clerk

John Edwards, Mayor

Officially published on the ____ day of _____ 2025.

CERTIFIED BY:

Matthew D. Graham, City Clerk



Memo

TO: Mayor and Council members

FROM: Matthew Graham, City Clerk

DATE: September 11, 2025

RE: 1st Consideration of Proposed Ordinance 1169 Public Hearing Requirements

SYNOPSIS:

This proposed ordinance amends **Title 3, Chapter 1, Section 5** of the Clive City Code to align with recent legislative changes in Iowa Code §§ 24.2A(4)(b)(2) and 384.16(3). The substantive updates are:

Hearing Notice Publication Requirement

Public hearing notices must now be published not less than 4 nor more than 20 days prior to the hearing (reduced from the prior 10-day minimum).

Expanded Budget Hearing Notice Requirements

The notice of the City's budget hearing must now include a summary of the proposed budget and an explanation of the protest procedure under Iowa Code § 384.19, presented in the form prescribed by the Department of Management.

Other provisions (proof of publication with the County Auditor and the requirement that the budget hearing be held before April 30) are unchanged, though they are restated in the updated language.

Effect: This ordinance provides greater flexibility in scheduling hearings by reducing the minimum publication period and ensures that budget hearing notices include the information and format now required by State law.

Attachments:

1. 2025 Public Hearing Requirements

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF CLIVE, IOWA, BY AMENDING PROVISIONS PERTAINING TO PUBLIC HEARING REQUIREMENTS

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

SECTION 1. SUBPARAGRAPH MODIFIED. Subparagraph (1) of Title 3, Chapter 1, Section 5, Subsection 4 of the Code of Ordinances of the City of Clive, Iowa, is repealed and the following is adopted in lieu thereof:

- (1) Notice of the public hearing shall be published not less than four or more than 20 days in a newspaper published at least once weekly and having general circulation in the City. However, if the City has a population of 200 or less, publication may be made by posting in three public places in the City.

(Code of Iowa, Sec. 24.2A(4)(b)(2))

SECTION 2. SUBSECTION MODIFIED. Subsection 6 of Title 3, Chapter 1, Section 5 of the Code of Ordinances of the City of Clive, Iowa, is repealed and the following is adopted in lieu thereof:

6. Notice of Hearing. Following, and not until completion of requirements, of Subsection 4 of this section, the Council shall set a time and place for public hearing on the budget to be held before April 30 and shall publish notice of the hearing not less than four or more than 20 days before the hearing. A summary of the proposed budget and a description of the procedure for protesting the City budget under Section 384.19 of the *Code of Iowa*, in the form prescribed by the Director of the Department of Management, shall be included in the notice. Proof of publication of the notice under this subsection must be filed with the County Auditor.

(Code of Iowa, Sec. 384.16(3))

SECTION 3. SEVERABILITY CLAUSE. If any section, provision or part of this ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

SECTION 4. 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 _____ 2025.

Matthew D. Graham, City Clerk

John Edwards, Mayor

Ordinance No. _____ authenticated this ____ day of _____ 2025.

Matthew D. Graham, City Clerk

John Edwards, Mayor

Officially published on the ____ day of _____ 2025.

CERTIFIED BY:

Matthew D. Graham, City Clerk



Memo

TO: Mayor and Council members

FROM: Matthew Graham, City Clerk

DATE: September 11, 2025

RE: 1st Consideration of Proposed Ordinance 1170 Service Animal Misrepresentation

SYNOPSIS:

This ordinance adds a new section to the Clive City Code (**5-7-21**) creating the offense of **intentional misrepresentation of a service animal or service-animal-in-training**, consistent with **Iowa Code §216C.11(3)(b)**.

Under the new provision, a person commits an offense if they knowingly misrepresent an animal as a service animal to obtain rights or privileges under state or federal disability law.

Effect: This ordinance provides the City with local enforcement authority to deter and penalize fraudulent claims of service animals, complementing state enforcement mechanisms.

Attachments:

1. 2025 Service Animal

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF CLIVE, IOWA, BY ADDING A NEW SECTION PROHIBITING FALSE REPRESENTATION OF SERVICE ANIMAL

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

SECTION 1. NEW SECTION. The Code of Ordinances of the City of Clive, Iowa, is amended by adding a new Section 5-7-21, entitled FALSE REPRESENTATION OF SERVICE ANIMAL, which is hereby adopted to read as follows:

5-7-21 FALSE REPRESENTATION OF SERVICE ANIMAL. A person commits the offense of intentional misrepresentation of an animal as a service animal or a service-animal-in-training if, for the purpose of obtaining any of the rights or privileges set forth in State or federal law, the person intentionally misrepresents an animal in one's possession as one's service animal or service-animal-in-training or a person with a disability's service animal or service-animal-in-training whom the person is assisting by controlling.

(Code of Iowa, Section 216C.11(3)(B))

SECTION 2. SEVERABILITY CLAUSE. If any section, provision or part of this ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

SECTION 3. WHEN EFFECTIVE. This ordinance shall be in effect from and after its final passage, approval and publication as provided by law.

PASSED AND APPROVED by the City Council on the ____ day of _____ 2025.

Matthew D. Graham, City Clerk

John Edwards, Mayor

Ordinance No. _____ authenticated this ____ day of _____ 2025.

Matthew D. Graham, City Clerk

John Edwards, Mayor

Officially published on the ____ day of _____ 2025.

CERTIFIED BY:

Matthew D. Graham, City Clerk



Memo

TO: Mayor and Council members

FROM: Jeff May, Public Works Director

DATE: September 11, 2025

RE: Resolution Approving Amendemnt #1 to Alice's Road Reconstruction Project - Phase 1 Professional Services Agreement - Snyder & Associates - \$504,900.00

SYNOPSIS:

At the January 11, 2024, City Council meeting, the Council approved a Professional Services Agreement (PSA) for design services for the Alice's Road Reconstruction – Phase 1 Project.

The original agreement was for an amount not to exceed \$1,937,000.00. The project identified following four phases for the project and the responsibilities for Clive and Waukee for the shared project:

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

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

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

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

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

Amendment #1 covers changes in the scope of services identified in the original agreement. Snyder and Associates has provided a letter, that is included in the Council packet, that details the changes in scope.

Staff has reviewed the amendment and discussed the amendment with Waukee. The actual split of the Division 1 portion of the amendment will not be exactly 50/50. The amendment

includes additional ROW services for Phase 1 of the project due to 2 condemnations in Waukee and Waukee is in agreement to true up those costs at the end of the project, based on where the time was spent.

The following is a summary of the costs of the amendment:

Original Agreement	\$ 1,937,000
<u>Amendment #1</u>	<u>\$ 504,900</u>
Amended Total	\$ 2,441,900

The breakdown of the cost by division and by community will be approximately the following:

<u>Total</u>	<u>Clive</u>	<u>Waukee</u>	
Division 1 (50% Clive/50% Waukee)	\$ 265,400	\$ 132,700	\$ 132,700
Division 2 (85% Clive/15% Waukee)	\$ 34,400	\$ 29,240	\$ 5,160
Division 3 (100% Clive)	\$ 205,100	\$ 205,100	\$ 0

Staff recommends approval of Amendment #1 to the PSA with Snyder & Associates for additional services on the Alice's Road Reconstruction – Phase 1 Project in the amount of \$504,900.00. The total cost for the design and construction services will now be an amount not to exceed \$2,441,900.

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

Attachments:

1. Resolution - 09-11-25 - Alice's Road Reconstruction Project-Phase 1 - Design PSA Amendment #1 - Snyder & Associates - \$504,900.00
2. 09-11-25 - Alice's Road Phase 1 Design Amendment #1 - \$504,900.00
3. 09-11-25 - Alice's Road Phase 1 Design Amendment #1 - Letter

RESOLUTION NO. _____

RESOLUTION APPROVING AN AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH SNYDER & ASSOCIATES, INC., FOR THE ALICE’S ROAD RECONSTRUCTION-PHASE 1 PROJECT

WHEREAS; the City desires to reconstruct Alice’s Road and has entered into a Professional Services Agreement (“PSA”) with Snyder & Associates, Inc. for design services; and

WHEREAS, the City desires to amend the PSA to complete the design services for the Alice’s Road Reconstruction Project – Phase 1 Project (Project); and

WHEREAS, the City has reviewed the Amendment to the PSA submitted by Snyder & Associates, Inc., for professional services to complete the design of and provide construction services for the Project and would like to secure their additional services.

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

That the Mayor be authorized to execute the Amendment to the Professional Services Agreement with Snyder & Associates, Inc, of Ankeny, Iowa, for the Alice’s Road Reconstruction Project – Phase 1 Project design services.

PASSED AND APPROVED this _____ day of _____, 2025.

CITY OF CLIVE, IOWA

By: _____
John Edwards, Mayor

ATTEST:

By: _____
Matthew Graham, City Clerk

SUPPLEMENTAL AGREEMENT FOR ADDITIONAL SERVICES # 01

To: Snyder & Associates, Inc.
2727 SW Snyder Blvd.
Ankeny, IA 50023

Attn: Nathan Carhoff
Phone: 515-964-2020
Fax: 515-964-7938

This is authorization for Snyder & Associates, Inc. to proceed with the following described additional services.

Client: City of Clive, 1900 NW 114th Street, Clive, Iowa 50325	
Project Name: NE Alice's Road Reconstruction - NE Horizon to Meredith Drive	
S&A Project Number: 123.1396.01	Original Agreement Date: January 11, 2024

DESCRIPTION OF ADDITIONAL SERVICES:

Additional design and construction services as described in Exhibit A1.

☐ Lump Sum in the amount of: \$

☒ Hourly plus expenses per original agreement or attached fee schedule, not to exceed budget: \$504,900

☐ Document attached:

The undersigned, on behalf of the Client, understands and agrees that the services described in this Supplemental are additional services, scope of which is not contained within the original scope of services defined in the original agreement. The Additional Services in this Supplemental are subject to the general conditions contained in the original Professional Services Agreement.

City of Clive

(Client)

SNYDER & ASSOCIATES, INC. (Professional)

(Type or Print Name above line)

By:

(Authorized Agent)

John D. Edwards, Mayor

(Printed or typed signature)

By:

(Authorized Agent)

David N. Moeller, P.E., President

(Printed or typed signature)

Date:

Date:

Route executed to: NEC

EXHIBIT A1**NE ALICE'S ROAD RECONSTRUCTION – NE HORIZON TO MEREDITH
CLIVE AND WAUKEE, IOWA**

CLIENT: THE CITY OF CLIVE
1900 NW 114TH STREET
CLIVE, IOWA, 50325
C/O JEFF MAY, PE

ENGINEER: SNYDER & ASSOCIATES, INC.
2727 SW SNYDER BLVD
ANKENY, IOWA 50023

PROJECT: ADDITIONAL SERVICES RELATED TO THE NE ALICE'S ROAD
RECONSTRUCTION PROJECT

DATE: AUGUST 28, 2025

SCOPE OF SERVICES:**I. GENERAL**

Throughout the course of design, the project evolved to include scope of work and a level of effort that was not anticipated during initial contract development. This work is outlined in the following sections:

II. PROJECT ADMINISTRATION (PHASE 1B)

Anticipated construction packages for the project included one set of plans and specifications for Phase 1 of the project, which includes reconstruction of Alice's Road from Horizon to just south of Douglas. Through coordination in preliminary design, Phase 1 of the project has been split into two separate bid sets, Phase 1A and Phase 1B.

Phase 1A project limits are generally from NE Horizon Drive to NE Dellwood Drive, excluding the intersection of Alice's Road and NE Dellwood Drive.

Phase 1B project limits are generally from NE Dellwood Drive to Douglas Parkway, including the Dellwood intersection and excluding the Douglas intersection.

The Professional shall perform additional project administration for a second construction package for Phase 1B of the project:

- A. Project administration for added Phase 1B will be in accordance with the original contract Scope of Services (Exhibit A), Section I, B, 1.

III. SURVEY

The Professional performed additional survey tasks to facilitate design efforts.

- A. Topographic survey limits at intersections were based on an assumed traffic signal intersection treatment. Roundabout geometry at Boston Parkway required additional survey to design pavement transition.
- B. Additional site visits were conducted to collect location and elevation data on utility test holes and additional soil borings used for storm water management design.
- C. Perform topographic survey necessary for design of the stormwater management associated with Shuler Pond, as described in Article IV, A.
 - 1. An area of approximately 11 acres will be surveyed for design purposes.
- D. Perform topographic survey necessary for design of the stormwater management associated with the Kruzich Property, as described in Article IV, B.
 - 1. An area of approximately 4 acres will be surveyed for the design of the bioswale.
 - 2. An area of approximately 6 acres will be surveyed for the design of the Verona Hills and Aurora basins.
- E. Perform topographic survey necessary for design of the stormwater management associated with Alice's Road Park, as described in Article IV, C.
 - 1. An area of approximately 3 acres will be surveyed for design purposes.
- F. Perform boundary survey necessary for preparation of plats and/or easements associated with stormwater management at Shuler Pond.
- G. Perform boundary survey necessary for preparation of plats and/or easements associated with stormwater management on the Kruzich Property.

IV. STORMWATER MANAGEMENT

Original scope of work included storm water management strategies to meet the Client's post-construction stormwater ordinance for the roadway project. It is understood that the Client desires to provide stormwater management facilities that handle the runoff generated from the roadway and handle the runoff generated from the currently undeveloped land, thus provide a regional benefit. The Professional will perform the following additional services related to storm water management:

- A. Shuler Pond Area
 - 1. Shuler Pond was designed to handle stormwater detention and rate control for its contributing watershed area. It is not currently designed to account for water quality requirements.
 - 2. Approximately 36 acres of undeveloped land exists near Shuler Pond. This land is currently owned by Doralyn Underberg and is under a development agreement for re-zoning as a PUD. The development agreement includes a concept layout for future development. It also contains requirements for participation in the cost of Alice's Road and Douglas Parkway as well as right-of-way dedication requirements on both roadways.

3. In 2020 conceptual designs were created for future park spaces in the NW area of Clive. These park concepts included enhancements to the Shuler Pond area.
4. The Professional will design storm water management BMP's in this area. BMP's will be sized to accommodate water quality volume and recharge volume treatment requirements for Douglas Parkway paving, future Shuler Park expansion, and the undeveloped land currently owned by Doralyn Underberg.
5. Design of the BMP's will be taken to the 60% preliminary plan level and include digital elevation model of the concept grading.
6. The development concept for the Underberg land will be evaluated to determine approximate grading, pavement layout, building layout, and storm sewer layout. This information will be used to design BMP's so that they can accommodate the future development.
7. BMP design will assume 75% impervious area.
8. It is understood a 20-foot wide maintenance path to the BMP is desired.

B. Kruzich Property

1. North of Douglas Parkway and west of Alice's Road, 65 acres of undeveloped land exists owned by the Civitelli Family Trust, Joseph and Diana Kruzich are the trustees.
2. The Professional will design a bioswale adjacent to this property, along the west right-of-way of Alice's Road. Design will include:
 - i. Evaluation to determine if existing storm sewer, serving offsite areas of Waukeech south of Douglas, can be routed through the bioswale.
 - ii. Evaluation to determine if longitudinal storm sewer along Alice's Road can be eliminated, replaced with direct discharge into the bioswale. This could replace any treatment needed within the median area of Alice's Road.
 - iii. Evaluation to determine feasibility of locating the bioswale in a way that enhances the development of the land in the NW corner of the Alice's Road and Douglas Parkway intersection.
3. The Professional will design two stormwater basins within this area.
 - i. Verona Hills Basin, near the intersection of Alice's Road and Prairie Drive
 - ii. Aurora Basin, near the intersection of Alice's Road and 275th Court
4. Basin design will include:
 - i. Volume and area for dry detention that serves the watershed draining to it.
 - ii. Provide treatment for the 1-year through 100-year as pre-settlement condition to proposed condition.
 - iii. Assume 75% impervious.
 - iv. Assume pre-existing CN = 58, hydraulic soil group B.
 - v. Assume time of concentration of 10 minutes.
 - vi. Pond model of each basin.
 - vii. Digital elevation model of concept grading.
 - viii. It is understood that a 20-foot wide maintenance path to each basin is desired.
5. An evaluation will be conducted to determine feasibility of routing stormwater, currently crossing Alice's Road and flowing through the Verona Hills neighborhood, north to discharge directly to Little Walnut Creek.

C. Alice's Road Park

1. In 2020 conceptual designs were created for future park spaces in the NW area of Clive. These park concepts included a new park north of Little Walnut Creek, west of Alice's Road.
2. The Professional will design a stormwater basin within this area.

3. Basin design will include:
 - i. Volume and area for dry detention that serves the watershed draining to it.
 - ii. Provide treatment for the 1-year through 100-year as pre-settlement condition to proposed condition.
 - iii. Assume 75% impervious.
 - iv. Assume pre-existing CN = 58, hydraulic soil group B.
 - v. Assume time of concentration of 10 minutes.
 - vi. Locate the basin as far down slope as possible without encroaching the 100-year floodplain or the Multi Benefit Infrastructure (MBI).
 - vii. Pond model of the basin.
 - viii. Digital elevation model of concept grading.
 - ix. It is understood that a 20-foot wide maintenance paths to the basins are desired.
 - x. Create one acquisition (or permanent easement) plat for the basin.
 - xi. Create one temporary easement exhibit for the basin.

V. FUNDING ASSISTANCE

Original scope of work included identification of funding sources, individual funding applications were excluded. It is understood the Client will pursue project funding through various sources. The Professional will provide the following services:

A. Des Moines Area MPO STBG (Two Applications – Phase 3 & Phase 4):

1. Prepare a draft resolution for Client review and approval.
2. Complete funding questionnaire, provide draft responses to Client for review and approval.
3. Create GIS shape file of the project area.
4. Submit funding application on behalf of the Client through the online process.
5. Submit signed resolution and GIS file via email to the MPO contact.
6. Create presentation slides and assist Client with presentation to the MPO.

B. Community Project Funding (CPF) (Two Applications FY25 & FY26):

1. Complete funding questionnaire, provide draft responses to Client for review and approval.
2. Assist with procurement of letters of support as requested.
3. Submit funding application of behalf of the Client through the online process.
4. Submit questionnaire and supporting documents via email to the CPF contact.

C. Traffic Safety Improvement Program (TSIP):

1. Prepare a draft resolution for Client review and approval.
2. Prepare geometric improvements exhibit.
3. Prepare a construction cost opinion.
4. Prepare a site specific TSIP funding application for the Alice's Road and Berkshire Parkway intersection following Iowa DOT guidelines.
 - i. The application will include a request to fund a roundabout at the intersection.
 - ii. Completion of application forms
 - iii. Project narrative including existing conditions, crash history, summary of recommended improvements and expected safety benefits
 - iv. Proposed project schedule

- v. Graphics include location maps, intersection photos, aerial photos, existing conditions and plan view of the proposed intersection.
- vi. Recent traffic count data
- vii. Benefit / cost analysis and documentation of assumptions and calculations
- viii. Coordination with Client and electronic submittal of completed application form to Iowa DOT.

D. Water Quality Initiative (WQI):

- 1. Participate in a pre-application conference with Client and staff from the Iowa Department of Agriculture and Land Stewardship (IDALS).
- 2. Assist with preparation of a pre-application including hydraulic report containing necessary calculations for storm water management infrastructure.
- 3. Assist with preparation of the full WQI application including a detailed hydraulic report.
- 4. Facilitate coordination between Client and IDALS, answer questions, and respond to comments application review comments.

The scope of this work is for one WQI application for Phase 1A of the project. Subsequent WQI applications are considered additional services and can be added by contract amendment, if desired.

E. Project Graphics:

- 1. Utilize 3D modeling of the corridor to create high resolution graphics showcasing the project.
- 2. Create handouts featuring graphics, rendered images, and project information for use in Client congressional partnering efforts.

VI. UTILITY COORDINATION

The amount of utility coordination effort needed throughout the design phase for the Phase 1A portion of the project has been significantly more than anticipated.

- F. Multiple utility coordination meetings, follow-up correspondence, and subsequent file creation/transmittals have occurred.
- G. The Professional reviewed multiple utility relocation plans for electric and communication utilities to coordinate with project design.
- H. City of Waukee gas main relocation:

Existing gas main at the intersection of Alice's Road and Boston Parkway conflicts with roadway design and must be relocated. The Professional provided the following services:

- 2. Coordination with City of Waukee.
- 3. Gas main relocation design and plan production.
- 4. Performed office tasks in preparation for field staking.
- 5. Provide centerline stakes of the gas main relocation showing the cut elevations to the proposed gas main profile.
- 6. Relocation was performed by the City of Waukee.

- I. The Professional shall obtain an Iowa DNR water main construction permit on behalf of the Client. Two permits will be required, one for Phase 1A (already obtained) and one for Phase 1B.
- J. Utility coordination thus far has been focused on the Phase 1A portion of the project as it is being constructed. A similar effort is anticipated for the Phase 1B portion of the project, additional fee is included in anticipation of this effort.

VII. PRELIMINARY DESIGN (PHASE 1B)

Refer to Article II for description of Phase 1B project split.

The Professional shall perform additional preliminary design services for a second construction package for Phase 1B of the project:

- A. Preliminary design and plans for added Phase 1B will be in accordance with the original contract Scope of Services (Exhibit A), Section I, B, 6.

VIII. FINAL DESIGN (PHASE 1B & LANDSCAPING)

Refer to Article II for description of Phase 1B project split.

The Professional shall perform additional final design, a second set of bidding front end documents, tabulations, quantities, details, cost opinions, and bidding services for a second construction package for Phase 1B of the project:

- A. Final design and plans for added Phase 1B will be in accordance with the original contract Scope of Services (Exhibit A), Section I, B, 11.
- B. Bidding phase services for added Phase 1B will be in accordance with the original contract Scope of Services (Exhibit A), Section I, B, 12.
- C. Landscaping design development, to the 30% design level, is part of the original contract scope. It was anticipated that final landscaping plans would be produced for Phase 1. The base agreement did not include this scope within the final design task. The Professional will use the previously completed design to carry it forward to final design and plans. Final landscaping design and plans for the entire Phase 1 area will be incorporated into the Phase 1B plan set. Final landscaping design and plans shall include:
 - 1. Planting schedule
 - 2. Planting and landscaping details.
 - 3. Plan layout.
 - 4. Special provisions, as necessary.
 - 5. Final quantities and cost opinion.

IX. RIGHT-OF-WAY SUPPORT SERVICES

Original right-of-way services scope assumed 40 distinct parcel owners along the corridor from which various property interests would be acquired including 13 total acquisitions, 56 acquisition plats, and 29 temporary easement exhibits.

- A. In the process of right-of-way research for the Phase 1 project area, it was discovered that the existing roadway right-of-way on several parcels is in the form of permanent easement. It was decided to proceed with the acquisition of underlying fee for these parcels, requiring additional plats.
- B. Through the course of acquisitions for the Phase 1A area, one parcel was acquired through the eminent domain process, this was not anticipated in the original scope. Due to the nature of the parcel having a mortgage holder, it is anticipated that eminent domain process will be necessary on the same parcel in the Phase 1B area of the project.
- C. Original scope also assumed that costs for appraisal services would be invoiced directly to the Client. The Professional paid for the appraisal services for the Phase 1A project area, allocating those costs to the right-of-way services budget.
- D. Expanded scope for stormwater management, described in Article IV, is anticipated to include coordination and negotiation with additional parcel owners.
- E. The current contract budget is anticipated to cover additional coordination and negotiation efforts for the additional parcels and eminent domain processes for the Phase 1A and Phase 1B areas of the project. This amendment requests increased budget to cover:
 - 1. Appraisal services for Phase 1A area, consisting of:
 - i. One appraisal
 - ii. One data book.
 - 2. Appraisal services for Phase 2 through Phase 4 areas consisting of:
 - i. Eighteen appraisals.
 - ii. Two review appraisals.
 - 3. Six additional acquisition plats and temporary easement exhibits:
 - i. Two plats and two exhibits associated with stormwater management in the Shuler Pond area.
 - ii. Three plats and three exhibits associated with stormwater management on the Kruzich Property.
 - iii. One plat and one exhibit associated with stormwater management for the Alice's Park area.
- F. Original scope allocated all right-of-way services to Division 3. A significant amount of the budget was used to acquire right-of-way, permanent easements, and temporary easements on behalf of the City of Waukee. This amendment redistributes an equitable portion of the Division 3 budget to Division 1.

X. DESIGN ASSISTANCE IN CONSTRUCTION

Refer to Article II for description of Phase 1B project split.

The Professional shall perform additional construction phase services for a second construction package for Phase 1B of the project:

- A. Design assistance during construction will be in accordance with the original contract Scope of Services (Exhibit A), Section I, C.
- B. It is anticipated that Phase 1A will finish up in the spring of 2026 and that Phase 1B will finish up in late fall of 2026, thus adding an additional year to the duration of this scope item.

XI. SPECIAL ASSESSMENTS

The project included special assessments to pay for a portion of the project related costs. Special assessments will only apply to the Client's (City of Clive) portion of the project. The Professional provided the following services:

- A. The Professional prepared a set of Preliminary Assessments, Plats and Schedules for the Phase 1A area of the project. The assessments will be based on the preliminary estimated costs for total improvements. Assessments will only apply to parcels within the City of Clive corporate boundary.
- B. The Professional will develop the assessments based on the modified FLINT formula per Client approved policy. Parcel valuations will be based on Dallas County assessed values, as modified by the City Council of Clive. If alternative assessment method(s) are to be developed, as requested by the Client, payment to the Professional will be based on hourly rates and fixed expenses as outlined in the Professional's Standard Fee Schedule.
- C. The Professional prepared a preliminary estimate of costs and exhibits for the Phase 1B and Phase 2 areas of the project related to Ordinance 1022, the development agreement between the Client and Doralyn Underberg. It is understood this information will be used in renegotiating the agreement.

XII. WATER SUPPLY SYSTEM STUDY

The Client's existing water main will be replaced as part of the project, which provides an opportunity to evaluate the long-term needs of the water supply system. The Professional will provide the following services:

- A. Collect and review mapping, plans, and other available information to establish design flows for the Alice's Road corridor based on existing adjacent property uses, and land uses of undeveloped properties.
- B. Utilize Client's existing water system model to analyze the system for existing capacity and establish proposed flow to the area.

- C. Prepare exhibits and summarize the proposed flow information, system capacity, and determination of Alice's Road water main size.

XIII. PLANNING AND ENVIRONMENTAL LINKAGES STUDY

The project was awarded federal aid funding for the Phase 2 and Phase 3 areas through the Des Moines MPO STBG program. In March 2024 Iowa DOT and FHWA staff concluded that Phase 2 through Phase 4 of the project would need to move forward as a PEL/NEPA study to determine the appropriate level of NEPA documentation. At this time, the Professional stopped work on preliminary design of these project phases and refocused efforts on completion of the PEL/NEPA study.

A significant portion of the work effort needed for the study was completed. However, throughout the course of PEL/NEPA coordination, it was decided to re-allocate all federal funding to the Phase 4 project area. Re-allocation of funding provided an opportunity for re-evaluation of NEPA. The re-evaluation determined that Phase 4 of the project could move forward as a Countersigned Categorical Exclusion. This effectively eliminated the need for the PEL/NEPA study.

This supplemental agreement includes the scope of work completed toward the PEL/NEPA study.

A. Study Management and Coordination:

1. The Professional coordinated the study effort among the diverse work groups including environmental and cultural studies, engineering, regulatory agencies and Client staff.
2. Prepared for and conducted regular internal design team meetings.
3. Prepared for and conducted regular meetings to coordinate the study effort between regulatory agencies and Client staff.
4. Prepared meeting minutes.
5. Submission of documents related to the study.

B. Initial Study Information:

1. Gathered information related to corridor history, previous studies, and planning efforts.
2. Established project goals and the purpose and need for the project.
3. Established the limits of the study area based on the needs established in the purpose and need statement.
 - i. Includes investigating the viability of a roadway section with 120-foot right of way throughout the project limits
 - ii. Utilize this width for initial screening and detailed environmental analysis.
 - iii. An additional 100 feet on both sides of the corridor was examined for the corridors' effect on architectural resources due to proximity of the improvements.
4. Prepared draft PEL study documents related to Chapter 1 (Introduction) and Chapter 2 (Purpose and Need)

C. Alternatives Analysis:

1. Determine design standards that are appropriate for the type of roadway facility needed to carry the projected traffic volumes in the corridor for all roadway alternatives. Design criteria included number of lanes, design speed, level of access, typical cross sections, right-of-way width, horizontal and vertical curvature limits, drainage criteria, and selection of bridge types, widths, and lengths.

2. Identify potential improvement alternatives meeting the design criteria and the purpose and need for the project. The alternatives to be considered will include the "No Action" alternative that entails re-use of portions of the existing roadway network and structures.
3. Bike-ped provisions were considered in the identification and development of alternatives, including connectivity to existing and proposed on and off-street facilities beyond the study limits.
4. Each alternative included development of preliminary alignment and profile, access plan supporting connection and development of the project as a segment of independent utility, identification of major utility impacts, and determination of impacts with regard to the disposition of the existing roadway network.
5. The objective of this initial phase is to identify reasonable alternatives that may have potential for serving the project needs and fulfilling the purpose of the proposed improvements as detailed in the purpose and need statement.

D. Traffic Study and Analysis:

1. The Professional utilized traffic data and forecasts previously completed as part of the original scope.
2. Developed origin/destination patterns of traffic under current and future conditions for each developed alternative using existing and future land use plans.
3. Evaluation of intersection treatment options and established lane configurations.
4. Completed operational and safety analysis of intersections for each established alternative.

E. Environmental Evaluation

1. Conducted environmental analysis of developed alternatives including:
 - i. Wetland and stream impacts.
 - ii. Farmland impacts.
 - iii. Section 4(f) impacts.
 - iv. Threatened and endangered species impacts.
 - v. Partial archaeological investigation.
 - vi. Partial architectural survey.
 - vii. Partial cultural resources survey.
 - viii. Partial evaluation for environmental mitigation and enhancement commitments.

XIV. COMPENSATION

In consideration of the professional services provided herein, the Client agrees to pay the Professional the following sum, NOT-TO-EXCEED, including any authorized reimbursable expenses, pursuant to the Schedule of Fees set forth in Exhibit B of the original agreement. The compensation schedule as set forth in Exhibit A, Article I, G of the original agreement is amended as follows:

Original Agreement:

	Div. 1	Div. 2	Div. 3	Task Totals
Project Administration	\$50,000	\$44,300	\$48,000	\$142,300
Survey	\$34,200	\$29,000	\$53,000	\$116,400
Geotechnical Engineering	\$18,000			\$18,000
Environmental	\$25,000		\$58,000	\$83,000
Public Involvement	\$9,200	\$2,200	\$22,700	\$34,100
Structural Concept			\$32,100	\$32,100
Traffic Analysis	\$15,200	\$16,600	\$21,800	\$53,600
Stormwater Management	\$56,700	\$20,000	\$75,000	\$151,700
Funding Assistance		\$3,000	\$24,800	\$27,800
Landscape Design	\$28,600	\$11,500	\$18,100	\$58,200
Utility Coordination	\$39,900	\$44,200	\$21,700	\$105,800
Preliminary Design	\$169,800	\$173,300	\$202,200	\$545,300
Final Design	\$234,900			\$234,900
Right-of-Way Support			\$288,800	\$288,800
Design Assistance in Const.	\$45,000			\$45,000
Totals:	\$726,5000	\$344,100	\$866,400	\$1,937,000

Amendment 1:

	Div. 1	Div. 2	Div. 3	Task Totals
Project Administration	\$10,000			\$10,000
Survey	\$6,800		\$7,500	\$14,300
Stormwater Management			\$80,000	\$80,000
Funding Assistance	\$18,000	\$4,400	\$19,600	\$42,000
Utility Coordination	\$40,400			\$40,500
Preliminary Design (Phase 1B)	\$20,000			\$20,000
Final Design (Phase 1B & Final Landscaping)	\$39,200			\$39,200
Right-of-Way Support	\$85,900			\$85,900
Design Assistance in Const.	\$45,000			\$45,000
Special Assessments			\$25,000	\$25,000
Water System Study			\$5,000	\$5,000
PEL Study		\$30,000	\$68,000	\$98,000
Totals:	\$265,400	\$34,400	\$205,100	\$504,900

August 22, 2025

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

RE: ALICE'S ROAD CONTRACT AMENDMENT 1

Dear Jeff:

Please find enclosed with this letter, Amendment 1 for additional services on the Alice's Road Reconstruction project.

Throughout the course of design, the project has evolved to include scope of work and a level of effort that was not anticipated during initial contract development. This work includes:

Additional project administration and management associated with splitting Phase 1 of the project (Horizon to Douglas) into two separate bid sets, Phase 1A and Phase 1B. Additional administrative services for the Phase 1B portion of the project will entail design review, City coordination, plan submittals, and review meetings

Additional survey services related to the project. Survey limits in the original scope assumed traffic signals or stop control at intersections, roundabout geometry at Boston Parkway required additional survey to design the pavement transition. Additional site visits were required to obtain data on utility test holes and additional soil borings for stormwater management design at the existing detention basin. Additional stormwater management BMP's near Shuler Pond, on the Kruzich property (undeveloped land north of Douglas on the west side of Alice's Road), and for Alice's Park (north of Little Walnut Creek, west side of Alice's Road), will require topographic and boundary survey to complete design.

Additional stormwater management. Base agreement scope of work included storm water management strategies to meet the City's post-construction stormwater ordinance for the roadway project. It is understood that the city desires to provide stormwater management facilities that handle the runoff generated from the roadway and handle the runoff generated from currently undeveloped land, thus providing a regional benefit. Stormwater management BMP's will be provided near Shuler Pond, on the Kruzich property, and at Alice's Park. Stormwater management design for these areas will be completed to the preliminary design (60%) level and include digital elevation models to coordinate with future development.

Additional funding assistance. Base agreement scope of work included identification of funding sources and recommendations for application to the most promising sources. Applications for the specific funding sources were not included. Thus far, six funding applications have been completed, including

two separate applications for STBG funding through the Des Moines MPO (Project Phase 3 and Phase 4), two separate applications for funding through congressional Community Project Funding (CFP), one application for funding through the Traffic Safety Improvement Program (TSIP), and one application for funding through the Water Quality Initiative (WQI). In addition to the funding applications, various high-resolution graphics have been created that showcase the project and have been used in congressional partnering efforts.

Additional utility coordination. The amount of utility coordination effort needed throughout the design phase has been significantly more than anticipated. Multiple meetings with utility companies have taken place including follow-up correspondence, and file creation/conversion/transmittal. Multiple relocation plan reviews have been required for electric and communication facilities to coordinate their relocations with the project design. Relocation design for a City of Waukee gas main was provided to streamline the field relocation. All effort so far has been related to Phase 1A of the project, we anticipated a similar effort will be needed for Phase 1B.

Additional preliminary and final design associated with Phase 1B. Splitting Phase 1 of the project into two separate construction packages requires redesign of the roadway to accommodate the transitions, creation of an additional plan set, creation of separate set of contract documents, recalculation of quantities for cost opinions, and a separate bid letting. The final design of landscaping was not included in the base agreement; this amendment adds those services.

Additional right-of-way support services. Throughout the course of acquisitions for Phase 1 of the project, it was discovered that existing roadway right-of-way on several parcels was in the form of permanent easement, it was decided to proceed with fee-title acquisition of these easements, requiring additional survey plats. One parcel in Phase 1A required eminent domain proceedings to maintain project schedule, this parcel owner is also in the Phase 1B project area, and it is anticipated that eminent domain proceedings will again be required due to the responsiveness of the mortgage holder. The base agreement did not include budget for appraisal services, eighteen parcels throughout the corridor will require appraisals for acquisition; this amendment adds budget for those services. Expanded scope of stormwater management will require additional survey plats and exhibits for acquisitions. The base agreement included all right-of-way services in Division 3, which is fully allocated to the City of Clive. A significant amount of the budget was used to acquire right-of-way, permanent easements, and temporary easements on behalf of the City of Waukee. The added right-of-way budget included in this amendment is allocated to Division 1. This effectively redistributes an equitable portion of the Division 3 budget to Division 1, which is equally split between the City of Clive and the City of Waukee.

Additional construction assistance associated with splitting Phase 1 of the project into two separate projects. Construction assistance will be in accordance with the base agreement, however, Phase 1B effectively adds a year to the duration of this scope item. This amendment includes additional budget accordingly.

Special assessments. During design it was determined to pursue special assessments to fund a portion of the project related costs. Preliminary assessments, and plats and schedules for Phase 1A were created.

Phase 1B and Phase 2 project areas include a parcel that is subject to a development agreement, ordinance 1022, between the City of Clive and Doralyn Underberg. This agreement includes certain land concessions and financial requirements for construction of Alice's Road and Douglas Parkway. Cost opinions and exhibits are required for enforcement of the ordinance or in renegotiations.

Water supply system study. The City of Clive's water main is being replaced as part of the project. A study was performed to evaluate the long-term needs of the water supply system in the area to incorporate proper sizing and system capacity into the project.

Planning and Environmental Linkages (PEL) Study. The project was awarded federal aid funding for the Phase 2 and Phase 3 areas through the Des Moines MPO STBG program. In March 2024 Iowa DOT and FHWA staff concluded that Phase 2 through Phase 4 of the project would need to move forward as a PEL/NEPA study to determine the appropriate level of NEPA documentation. At that time, preliminary design was paused and effort was refocused on completion of the PEL/NEPA study. A significant portion of the work needed for the study was completed. However, throughout the course of PEL/NEPA coordination, it was decided to re-allocate all federal funding to the Phase 4 project area. This re-allocation of funding provided an opportunity for re-evaluation of NEPA. The re-evaluation determined that Phase 4 of the project could move forward as a Countersigned Categorical Exclusion. This effectively eliminated the need for the PEL/NEPA study. This amendment covers the services provided toward the PEL/NEPA study.

This amendment is significant and includes a broad scope. We are available to attend the City Council meeting to answer questions related to this amendment, if needed. Please feel free to contact me with any questions or comments on this amendment request.

Sincerely,

SNYDER & ASSOCIATES, INC.



Nathan Carhoff, P.E.
Project Manager

Enclosure



Memo

TO: Mayor and Council members

FROM: Elizabeth Hansen, Director of Administrative Services

DATE: September 11, 2025

RE: Resolution Setting the date for a Public Hearing (09/25/2025, 6:00 p.m.) on Proposal to enter into the 2025B General Obligation Loan Agreement and to borrow money thereunder

SYNOPSIS:

As the City moves forward with capital projects, it is prudent and timely for the City to capture the additional TIF increment in order to fund needed improvements in the Urban Renewal Area. The entire 2025B borrowing of \$5,910,000, which relates to the Alice's Road Reconstruction Project, as outlined in the CIP approved in December 2024.

The timing of the bond issuance will allow the City to certify the debt by the December 1 deadline, for revenue to be received beginning in FY27. This issue will have no impact on the debt service levy as the debt certified for the TIF Fund will cover the debt payments.

Staff recommends setting the public hearing for September 25, 2025, at 6:00 p.m.

Attachments:

1. Set Hearing for GO (Clive)

MINUTES TO SET DATE FOR HEARING
ON PROPOSAL TO ENTER INTO LOAN
AGREEMENT

421346-NEW

Clive, Iowa

September 11, 2025

The City Council of the City of Clive, Iowa, met on September 11, 2025, at 6:00 p.m., at the Council Chambers, 1900 NW 114th Street, Clive, Iowa. The Mayor presided and the roll was called showing the following members of the City Council present and absent:

Present:

Absent: _____.

Council Member _____ introduced the resolution hereinafter next set out and moved its adoption, seconded by Council Member _____; and after due consideration thereof by the City Council, the Mayor put the question upon the adoption of the said resolution and the roll being called, the following named Council Members voted:

Ayes:

Nays: _____.

Whereupon, the Mayor declared the resolution duly adopted as hereinafter set out.

• • • •

At the conclusion of the meeting and upon motion and vote, the City Council adjourned.

Mayor

Attest:

City Clerk

RESOLUTION NO. _____

Resolution setting the date for public hearing on proposal to enter into General Obligation Loan Agreement and to borrow money thereunder

WHEREAS, the City of Clive (the “City”), in Polk and Dallas Counties, State of Iowa, proposes to enter into a loan agreement (the “Loan Agreement”), pursuant to the provisions of Section 384.24A of the Code of Iowa, and to borrow money thereunder in a principal amount not to exceed \$5,910,000 for the purpose of paying the costs, to that extent, of (a) constructing street, water system, storm water drainage, sanitary sewer system and sidewalk improvements including right-of-way acquisition and other incidental improvements in the public right-of-way; and (b) acquiring and installing street lighting, signage and signalization improvements (the “Projects”), and it is now necessary to fix a date of meeting of the City Council at which it is proposed to take action to enter into the Loan Agreement and to give notice thereof as required by such law;

NOW, THEREFORE, Be It Resolved by the City Council of the City of Clive, Iowa, as follows:

Section 1. This City Council shall meet on September 25, 2025, at the City Hall Chambers, Clive, Iowa, at ____:____ p.m., at which time and place a hearing will be held and proceedings will be instituted and action taken to enter into the Loan Agreement described in the preamble hereof.

Section 2. The City Clerk is hereby directed to give notice of the proposed action on the Loan Agreement setting forth the amount and purpose thereof, the time when and place where the said meeting will be held by publication at least once, not less than four (4) and not more than twenty (20) days before the date of said meeting, in a legal newspaper which has a general circulation in the City. The notice shall be in substantially the following form:

NOTICE OF PROPOSED ACTION TO INSTITUTE PROCEEDINGS TO
ENTER INTO A LOAN AGREEMENT AND TO BORROW MONEY
THEREUNDER IN A PRINCIPAL AMOUNT NOT TO EXCEED \$5,910,000

(GENERAL OBLIGATION)

The City Council of the City of Clive, Iowa (the "City"), will meet on September 25, 2025, at the _____, Clive, Iowa, at ____:____ p.m., for the purpose of instituting proceedings and taking action on a proposal to enter into a Loan Agreement and to borrow money thereunder in a principal amount not to exceed \$5,910,000 for the purpose of paying the costs, to that extent, of (a) constructing street, water system, storm water drainage, sanitary sewer system and sidewalk improvements including right-of-way acquisition and other incidental improvements in the public right-of-way; and (b) acquiring and installing street lighting, signage and signalization improvements.

The Loan Agreement is proposed to be entered into pursuant to authority contained in Section 384.24A of the Code of Iowa and will constitute a general obligation of the City.

It is estimated the annual increase in property taxes on a residential property with an actual valuation of one hundred thousand dollars resulting from the City entering into the Loan Agreement will be \$12.72, however the City Council may determine for any fiscal year while the Loan Agreement is outstanding to budget other available revenues to the payment of some or all of the debt service coming due thereunder.

At that time and place, oral or written objections may be filed or made to the proposal to enter into the Loan Agreement. After receiving objections, the City may determine to enter into the Loan Agreement, in which case, the decision will be final unless appealed to the District Court within fifteen (15) days thereafter.

By order of the City Council of the City of Clive, Iowa.

Matthew Graham
City Clerk

Section 3. Pursuant to Section 1.150-2 of the Income Tax Regulations (the “Regulations”) of the Internal Revenue Service, the City declares (a) that it intends to undertake the Projects which are reasonably estimated to cost approximately \$5,910,000, (b) that other than (i) expenditures to be paid or reimbursed from sources other than the issuance of bonds, notes or other obligations (the “Bonds”), or (ii) expenditures made not earlier than 60 days prior to the date of this Resolution or a previous intent resolution of the City, or (iii) expenditures amounting to the lesser of \$100,000 or 5% of the proceeds of the Bonds, or (iv) expenditures constituting preliminary expenditures as defined in Section 1.150-2(f)(2) of the Regulations, no expenditures for the Projects have heretofore been made by the City and no expenditures will be made by the City until after the date of this Resolution or a prior intent resolution of the City, and (c) that the City reasonably expects to reimburse the expenditures made for costs of the City out of the proceeds of the Bonds. This declaration is a declaration of official intent adopted pursuant to Section 1.150-2 of the Regulations.

Section 4. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

Section 5. This resolution shall be in full force and effect immediately upon its adoption and approval, as provided by law.

Passed and approved September 11, 2025.

Mayor

Attest:

City Clerk

ATTESTATION CERTIFICATE

STATE OF IOWA
COUNTIES OF POLK AND DALLAS SS:
CITY OF CLIVE

I, the undersigned, City Clerk of the City of Clive, do hereby certify that attached hereto is a true and correct copy of the proceedings of the City Council relating to fixing a date for additional action on the City's proposal to enter into a certain loan agreement, as referred to therein.

WITNESS MY HAND this _____ day of _____, 2025.

City Clerk

ORGANIZATION CERTIFICATE

STATE OF IOWA

COUNTIES OF POLK AND DALLAS

SS:

CITY OF CLIVE

I, the undersigned City Clerk, do hereby certify that the City of Clive is organized and operating under the provisions of Title IX of the Code of Iowa and not under any special charter and that the City is operating under the Mayor-Council form of government and that there is not pending or threatened any question or litigation whatsoever touching the incorporation of the City, the inclusion of any territory within its limits or the incumbency in office of any of the officials hereinafter named.

And I do further certify that the following named parties are officials of the City as indicated:

_____, Mayor

_____, City Manager

_____, City Clerk

_____, Council Member/Mayor Pro Tem

_____, Council Member

_____, Council Member

_____, Council Member

_____, Council Member

WITNESS MY HAND this ____ day of _____, 2025.

City Clerk

PUBLICATION CERTIFICATE

(PLEASE NOTE: Do not date and return this certificate until you have received the publisher's affidavit and have verified that the notice was published on the date indicated in the affidavit but please return all other completed pages to us as soon as they are available.)

STATE OF IOWA

COUNTIES OF POLK AND DALLAS

SS:

CITY OF CLIVE

I, the undersigned, City Clerk of the City of Clive, do hereby certify that pursuant to the resolution of the City Council fixing a date of meeting at which it is proposed to take action to enter into a certain loan agreement, the notice, of which the printed slip attached to the publisher's affidavit hereto attached is a true and complete copy, was published on the date and in the newspaper specified in such affidavit, which newspaper has a general circulation in the City.

WITNESS MY HAND this _____ day of _____, 2025.

City Clerk

(Attach here the publisher's original affidavit with the clipping of the notice as published.)



Memo

TO: Mayor and Council members

FROM: Jeff May, Public Works Director

DATE: September 11, 2025

RE: Enter into closed session pursuant to Iowa Code Section 21.5(1)(j) "to discuss the purchase or sale of particular real estate."

SYNOPSIS:

The City Manager requests the City Council go into closed session pursuant to Iowa Code Section 21.5(1)(j) to discuss the potential purchase of real estate.

Attachments:

1. CL - 09-11-25 - CONFIDENTIAL - Property Acquisition - Alice's Road Reconstruction-Phase 4
2. 09-11-25 - Detaeye Appraisal - 7113_REPORT AND ADDENDUM_City of Clive_Snyder_4120 Alices Road_Clive_Total_SFR_2025
3. 09-11-25 - P83 - Detaeye - Clive_Relocation_Approval_Notice (002)