



CLIVE CITY COUNCIL

AGENDA, REGULAR MEETING

1900 NW 114th Street

March 12, 2026 6:00 PM

This meeting will be conducted in person in the City Council Chambers and virtually via Zoom platform. To participate virtually use the following link: <https://us06web.zoom.us/j/84783162978> - Meeting ID: 847 8316 2978 - One tap mobile: +13052241968,,84783162978# 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.

Presentation

1. Oath of Office and Oath of Honor - Police Officer Aung Thant

Consent Items

1. City Manager Memo
2. Approve 02/26/2026 City Council Minutes
3. Bill List
4. Approve Retail Alcohol Sales License Renewal Application - Club Car Restaurant - 13435 University Avenue
5. Resolution Approving Change Order #1-Final - Hydro-Klean, LLC - 2025-2026 Sanitary Sewer Lining Program - \$(111.60)
6. Resolution Accepting Work - Hydro-Klean, LLC - 2025/2026 Sanitary Sewer Lining Program
7. Approve Pay Request # 1 - HGS, LLC - Little Walnut Creek West of Alice's Road Large Woody Vegetation Management - \$256,395.86
8. Approve Pay Request #1 - Hydro-Klean, LLC - 2025/2026 Sanitary Sewer Lining Program - \$142,512.01
9. Approve Revised Pay Request #3 - Elite Fire Sprinkler - City Hall Remodel Phase 2 Project - \$6,305.00
10. Approve Pay Request #4 - Elite Fire Sprinkler - City Hall Remodel Phase 2 Project - \$1,891.50
11. Approve Pay Request #5 - Keystone Construction - City Hall Remodel Phase 2 Project - \$100,457.62

12. Approve Pay Request #6 - Burkett Construction - Linnan Park Construction Project - \$44,650.00
13. Approve Pay Request #6 - Cunningham Inc. - City Hall Remodel Phase 2 Project - \$9,119.94
14. Approve Pay Request #6 - NAI Electrical - City Hall Remodel Phase 2 Project - \$32,872.30
15. Approve Pay Request #7 - Hansen Company - Linnan Park Construction Project - \$20,405.05
16. Approve Pay Request #8 - Hansen Company - Linnan Park Construction Project - \$39,469.00
17. Approve Pay Request #9 - Concrete Technologies, Inc. - Alice's Road Phase 1A Reconstruction Project - \$157,334.78
18. Approve Pay Request #9 - Country Landscapes - Greenbelt Landing Construction Project - \$446.97
19. Approve Pay Request #14 - On Track Construction - Greenbelt Landing Construction Project - \$70,668.38
20. Approve Pay Request #16 - Air-Con Mechanical Corp. - Greenbelt Landing Construction Project - \$15,189.45
21. Approve Pay Request #17 - Central Iowa Mechanical - Greenbelt Landing Construction Project - \$15,167.79
22. Approve Pay Request #17 - Keystone Construction - Greenbelt Landing Construction Project - \$67,301.20
23. Approve Pay Request #21(Final - Corrected) - Alliance Construction Group - NW 114th Street Reconstruction - \$750.00
24. Approve Pay Request #22 - Snyder & Associates - Alice's Road Reconstruction - Phase 1 - Design - \$79,471.10
25. Resolution Approving Financial Services Agreement with PFM Financial Advisors LLC
26. Resolution Authorizing Agreement with Economic Concrete Services Inc. for Sidewalk Repairs in Connection with the 2026 Sidewalk Repair Program
27. Resolution Authorizing the Iowa National Heritage Foundation to Make Filings to the Surface Transportation Board on Behalf of the City of Clive
28. Resolution Accepting Temporary Construction Easements - Harbach Blvd Phase 2 Reconstruction Project
29. Resolution Approving Agreement with Street Collective for Installation and Use of BCycle Bicycles and Docking Stations
30. Resolution Assigning Address for Creekside Pavilion
31. Resolution Approving Intergovernmental Agreement between Clive and Waukee - Alice's Road Phase 1B Improvement Project
32. Resolution Approving Amended Job Descriptions for Full-Time Positions
33. Approve Pay Rate - Jonathan Cygan - Engineering Administrator - \$130,176/Yr - Effective 04/12/2026

34. Approve Pay Rate - Colton Cunningham - Public Works Civil Engineer - \$111,500/Yr - Effective 03/23/2026
35. Approve Pay Rate - Trey Sharon - Parks Operations Specialist - \$27.78/Hr - Effective 03/16/2026
36. Approve Pay Rate - Ladd (Alex) Kinzie - Public Works Operations Specialist - \$27.78/Hr - Effective 03/16/2026
37. Resolution Expressing Support for Spinco (Corteva's Seed Business) and Its Global Headquarters in Johnston, Iowa
38. Resolution Approving Agreement for Axios HQ Premier Software Subscription - Axios HQ - \$11,000 year one, \$11,550 year two

Action Items

1. Public Hearing - Harbach Blvd Phase 2 Reconstruction Project
 - a. Resolution Approving Plans and Specifications
 - b. Receipt of Bids
 - c. Resolution Awarding Contract - Sternquist Construction, Inc. - \$2,700,344.00
2. Public Hearing - City Hall Parking Lot Improvements Project
 - a. Resolution Approving Plans and Specifications
 - b. Receipt of Bids
 - c. Resolution Awarding Contract - Grimes Asphalt and Paving Corp. - \$222,674.00
3. Public Hearing - 2026 Arterial PCC Pavement Rehabilitation Project
 - a. Resolution Approving Plans and Specifications
 - b. Receipt of Bids
 - c. Resolution Awarding Contract - I-80 Concrete - \$439,150.00

Discussion

1. Clive 10-Year Financial Model Review - Public Financial Management

Closed Session

1. Discuss Litigation Strategy - Pursuant to Iowa Code Section 21.5(1)(c)
 - a. Motion to Approve Settlement Agreement

Reports

Correspondence

1. Bravo Greater Des Moines Grant Program Thank You Letters
2. Urbandale Voluntary Annexation Notice
3. West Des Moines Notice of Development/Improvement Projects

Adjournment



Memo

TO: Mayor and Council members

FROM: Mark Rehberg, Captain / Operations Commander

DATE: March 12, 2026

RE: Oath of Office and Oath of Honor - Police Officer Aung Thant

SYNOPSIS:

Oath of Office and Oath of Honor for Police Officer Aung Thant.

Attachments:

1. Aung Thant Oaths

OATH OF OFFICE

State of Iowa)

County of Polk) ss:

City of Clive)

Police Officer

I, **Aung Thant**, do solemnly swear that I will support the Constitution of the United States and the Constitution of the State of Iowa, and that I will faithfully and impartially, to the best of my ability, discharge all of the duties of the office of Police Officer, for the City of Clive, Iowa as now and hereafter required by Law.

Signature

Subscribed and sworn before me by **Aung Thant** this 12th Day of March, 2026.

Mayor, City of Clive

City Clerk

Law Enforcement Oath of Honor

*On my honor, I will never
betray my badge,
my integrity,
my character or the public trust.*

*I will always have the courage to hold
myself and others accountable for our actions.*

*I will always uphold the constitution,
my community and the agency I serve.*

Signature

Subscribed and Sworn before me by:

Aung Thant

this 12th day of March 2026.

Mayor, City of Clive

Chief of Police



Memo

TO: Mayor and Council members
FROM: Matt McQuillen, City Manager
DATE: March 12, 2026
RE: City Manager Memo

SYNOPSIS:

Attached please find the City Manager's Memo for the March 12, 2026 meeting of the Clive City Council.

Attachments:

1. General Info Memo 3-12-26



MEMO

To: Mayor Edwards and Clive City Council

From: City Manager Matt McQuillen

Date: March 9, 2026

Re: General Information Memo – March 12, 2026 City Council Meeting

The March 12, 2026, City Council meeting will be in-person in the Council Chambers at Clive City Hall & virtually at: <https://us06web.zoom.us/j/84783162978>

Consent Agenda – There are several items to note on the consent agenda. First, as staff and PFM queues up the next round of General Obligation bonding for upcoming capital projects it is time to update the City's professional services agreement with PFM as the terms have not been adjusted since 2017. The updated agreement and related fee changes are included in the consent agenda for your consideration and approval. Second, staff sought quotes for the 2026 sidewalk repair project, with the most cost-effective pricing from Economic Concrete Services (ECS). Staff have worked with ECS in the past on this type of work and would recommend approval. Third, as discussed at the end of the last Council meeting, staff would recommend Clive participate in a joint filing of several metro area communities (Urbandale, Grimes, Windsor Heights, West Des Moines and Des Moines) to indicate our collective interest in securing regional options for the proposed abandonment of the Norfolk Southern Railway in our communities. A resolution approving this letter of support for the filing to be coordinated by the Iowa Natural Heritage Foundation is included for approval.

Fourth, to limit confusion between the Clive Aquatics Center (1801 NW 114th Street) and new Clive Creekside Pavilion, staff would recommend updating the addressing of the two facilities, making the address for the Clive Creekside Pavilion 1803 NW 114th Street. Fifth, as discussed during the previous meeting, staff are ready to move forward with improving our digital newsletter platform, moving to Axios HQ from the current Constant Contact vendor. This will result in a net cost increase of approximately \$6,000 annually. The software service agreement with Axios HQ is on the agenda for your approval. Finally, we have several new hires for your consideration with the City filling two vacant Operation Specialist positions in Parks and Public Works, and with the coming retirement of Jim Hagelie in April, Jonathan Cygan is ready to move into the Engineering Administrator role with his current position of Civil Engineer being backfilled by Colton Cunningham. Approval of the wage rates are on the consent agenda for your approval.

Presentation – At the beginning of the March 12 meeting we will have an Oath of Office and Honor for the City's newest Police Officer Aung Thant.

Public Hearings: Road and Parking Lot Rehabilitation – Three public hearings are scheduled for the March 12 meeting to consider bids recently received for the Harbach Blvd Phase 2 Reconstruction Project, City Hall Parking Lot Improvements and the 2026 Arterial streets concrete patching project. For Harbach Blvd, three bids were received on March 4 with Sternquist Construction being the lowest responsible bidder

at \$2,700,344. The bid is 18% above the Engineer's estimate, however with the tight spread between the three bidders it appears to reflect the current market. In the agenda packet, the engineering team goes into detail on what they are seeing in the bids in terms of higher costs than the Engineer's estimate, mainly in the areas of utility installations. With these bids being reflective of the current market, staff would recommend award to Sternquist Construction in the amount of \$2,700,344. Staff are familiar with Sternquist, having worked with them on past street reconstruction projects such as Lincoln Ave west of 100th Street.

For the City Hall Parking Lot Improvements, three bids were received on March 4 with the apparent low bidder being Grimes Asphalt & Paving Corporation in the amount of \$222,674. Grimes' bid is 6% below the Engineer's estimate and staff are familiar with Grimes' work as they have worked with the City previously on both street and trail asphalt projects. The project will involve an asphalt overlay of the City Hall/Library Parking Lot in stages, along with concrete sidewalk replacement and some utility work. Staff would recommend award to Grimes Asphalt & Paving Corporation for the City Hall Parking Lot Improvements Project in the amount of \$222,674.

For the third public hearing, the 2026 Arterial PCC Pavement Rehabilitation Project was bid on March 5 with five bids received. The lowest responsible bidder is I-80 Concrete in the amount of \$439,150, which is 12% below the Engineer's estimate of \$500,500. The 2026 Arterial PCC project will include full depth concrete patching on University Ave between NW 128th Street and Lake Pointe Drive. The project will be night work from 8 PM to 6 AM to maintain full traffic flow on University Ave during the daytime hours. Staff are familiar with I-80 Concrete's work and they served as a subcontractor on several City projects. Staff recommend award of the 2026 Arterial PCC Pavement Rehabilitation Project to I-80 Concrete for \$439,150.

Closed Session – At the end of the March 12 meeting the City Attorney is requesting the Council go into closed session pursuant to Iowa Code Section 21.5(1)(c) to discuss litigation strategy. Pending the Closed Session an action item to consider a settlement agreement will follow.

Tentative Upcoming Agenda Items

March 26 (Budget Public Meeting Starting at 5:30 PM)

- Public Hearing and Ordinance 1st Reading – Building Code Updates
- Public Hearing – 2026A General Obligation Loan Agreements
- Action – Setting Public Hearing for Consideration of FY 26-27 Budget for April 9, 2026
- Action – Greenbelt Landing Signage Package
- Action – Site Plan Amendment/Elwell Companies
- Presentation – Annual Flood Mitigation and Flood Preparedness Update
- Discussion – E-Bikes/E-Scooter Regulations

April 9

- Presentation – Bravo Greater Des Moines Annual Update w/ Sally Dix
- Presentation – West Des Moines School District Partnership Annual Update
- Public Hearing – FY 2026-27 Budget Consideration and Adoption
- Discussion – Greenbelt Encroachment Policy Draft Review





Memo

TO: Mayor and Council members

FROM: Matthew Graham, City Clerk

DATE: March 12, 2026

RE: Approve 02/26/2026 City Council Minutes

SYNOPSIS:

Attachments:

1. cc Minutes 02_26_2026

**CLIVE CITY COUNCIL MEETING MINUTES
REGULAR MEETING
FEBRUARY 26, 2026
CITY HALL COUNCIL CHAMBERS
Call to Order/Roll Call/Pledge of Allegiance**

Mayor Edwards presided and called the meeting to order at 6:00 p.m. Council Members present were: Ted Weaver, Susan Judkins, Eric Klein, Breanne Hocker, Sadie Gasparotto. Absent: None. Public access was available in person at City Hall and electronically via Zoom. Access information was included with the posted agenda and on the City's website.

Approval of the Agenda

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

Citizens Presentation

Mayor Edwards opened Citizens' Presentation; no speakers came forward to address the Council.

Presentation

1. West Des Moines Elks Lodge #2752 - Donation Presentation

Consent Items

Eric Klein moved approval of the Consent Agenda, seconded by Ted Weaver. Roll Call: Ayes: Ted Weaver, Susan Judkins, Eric Klein, Breanne Hocker, Sadie Gasparotto. Nays: None. Abstained: None. Motion carried. 1. City Manager Memo; 2. City Manager Report - January 2026; 3. Assistant City Manager Tech Services Report - January 2026; 4. Administrative Services Report - January 2026; 5. Community Development Monthly Report - January 2026; 6. Fire Department Report - January 2026; 7. Leisure Services Report - January 2026; 8. Police Department Report - January 2026; 9. Public Works Report - January 2026; 10. Treasurer's Report - January 2026; 11. Approve 02/12/2026 City Council Minutes; 12. Bill List; 13. Approve Appointment of Jenna Blau and David Kading to the Parks, Recreation and Public Art Board; 14. Approve Updated 2026 Regional Board Appointments; 15. Approve Retail Tobacco Sales License Application - Puff Cloud Smoke Shop - 2180 NW 156th Street, Ste 103; 16. Approve Retail Device Sales License Application - Puff Cloud Smoke Shop - 2180 NW 156th Street, Ste 103; 17. Approve Retail Alcohol Sales License Renewal Application - Board & Brush - 12871 University Avenue, Suite 150; 18. Approve Retail Alcohol Sales License Renewal Application - Clive Parks & Rec - 12385 Woodlands Parkway; 19. Approve Retail Alcohol Sales License Renewal Application - Country Inn & Suites - 1350 NW 118th Street; 20. Approve Revised Pay Request #5 - Cunningham Inc. - Clive City Hall Remodel Phase 1 Project - \$161,875.54; 21. Approve Pay Request #5 - DCI Group - City Hall Remodel Phase 1 Project - \$34,576.89; 22. Approve Pay Request #20 (Final) - Alliance Construction Group - NW 114th Street Reconstruction - \$15,196.37; 23. Approve Purchase - Annual Tree Sale Trees-Bentley Ridge Tree Farm & Nursery - \$21,125.00; 24. **Resolution 2026-043** Approving Addendum to Services Agreement - Cintas - Addition of Public Works to Uniform Services Agreement; 25. **Resolution 2026-044** Approving Addendum to Citibot Subscription Agreement - Citibot - Adding "Refresh" Service; 26. **Resolution 2026-045** Approving a Professional Services Agreement - NW 156th Street Crosswalk Improvements Project - Snyder & Associates - \$46,400.00; 27. **Resolution 2026-046** Setting Date for Public Hearing (03/26/2026, 6:00 p.m.) to Consider Amending Provisions of Title 10 Building Regulations of the City of Clive re: Chp. 1 Building, Chp. 2 Electrical, Chp. 2A Electrical Update, Chp. 3 Plumbing, Chp. 5 Mechanical, Chp. 6 Fuel Gas, Chp. 7 Existing Building, Chp. 8 Fire and Chp. 10 Swimming Pool codes; 28. **Resolution 2026-047** Setting a Public Hearing (03/26/2026, 6:00 p.m.) 2026A - General Obligation Loan Agreements and to Borrow Money Thereunder; 29. **Resolution 2026-048** Accepting 1st Amendment to Surface Water Flowage Easement for Lot 12 of Angel Park Plat 2 - 3555 NW

164th Street; 30. Receive and File Planning and Zoning Commission Meeting Minutes - 11/04/2025; 31. Receive and File Building Code of Appeals Board Meeting Minutes - 12/15/2025; 32. Receive and File Board of Adjustment Meeting Minutes - 10/21/2025; 33. **Resolution 2026-049** Approving Amended Staff Wage and Salary Levels for the Last Quarter of Fiscal Year 2025-2026; 34. **Resolution 2026-050** Amending Staff Pay Rates for FY 2025-2026; 35. **Resolution 2026-051** Approving Full-Time Position Job Description.

Action Items

1. **Public Hearing - Demolition Services Associated With 7705 University Avenue.** Notice of the public hearing was published on February 11, 2026, in the *Des Moines Register*. Code Enforcement Officer Mark Mertens presented the matter to the Council and recommended awarding contract to the low bidder. Eric Klein moved to close the public hearing, seconded by Ted Weaver. Roll Call: Ayes: Ted Weaver, Susan Judkins, Eric Klein, Breanne Hocker, Sadie Gasparotto. Nays: None. Abstained: None. Motion carried.
 - a. **Resolution 2026-052 Approving Plans, Specifications, and Form of Contract for Demolition Services at 7705 University Avenue.** Eric Klein moved to adopt the resolution, seconded by Ted Weaver. Roll Call: Ayes: Ted Weaver, Susan Judkins, Eric Klein, Breanne Hocker, Sadie Gasparotto. Nays: None. Abstained: None. Motion carried.
 - b. **Receipt of Bids.** Eric Klein moved to receive the bids, seconded by Ted Weaver. Roll Call: Ayes: Ted Weaver, Susan Judkins, Eric Klein, Breanne Hocker, Sadie Gasparotto. Nays: None. Abstained: None. Motion carried.
 - c. **Resolution Awarding Contract - Pearson's Dirtwork & Trucking, Inc. - \$49,900.00.** Eric Klein moved to adopt the resolution awarding the contract, seconded by Ted Weaver. Roll Call: Ayes: Ted Weaver, Susan Judkins, Eric Klein, Breanne Hocker, Sadie Gasparotto. Nays: None. Abstained: None. Motion carried.
2. **FY 2026-27 Budget Workshop #2 - Trust & Agency, Property & Liability Insurance, and General Fund.** City Manager Matt McQuillen introduced the matter to the Council, followed by departmental presentations provided by Director of Administrative Services Elizabeth Hansen, Police Chief Mark Rheberg, Leisure Services Director Richard Brown, Community Development Director Doug Ollendike, and Assistant City Manager Pete De Kock.
 - a. **Resolution setting Proposed Property Tax Hearing (03/26/2026, 5:30 p.m.) for the FY 2026-27 Budget.** Ted Weaver moved to adopt the resolution, seconded by Susan Judkins. Roll Call: Ayes: Ted Weaver, Susan Judkins, Eric Klein, Breanne Hocker, Sadie Gasparotto. Nays: None. Abstained: None. Motion carried.

Reports

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

Mayor Edwards adjourned the meeting at 8:47 p.m.

Matthew D. Graham, City Clerk

John D. Edwards, Mayor



Memo

TO: Mayor and Council members
FROM: Matthew Graham, City Clerk
DATE: March 12, 2026
RE: Bill List

SYNOPSIS:

Attachments:

1. COUNCIL BILL LIST 2

Date Paid	Vendor Name	Description	Amount Paid
03/09/2026	ABRAM AUDIOLOGY	HEARING TESTS	250.00
03/09/2026	ACCURATE HYDRAULICS	EQUIPMENT REPAIR	487.39
03/09/2026	ACLARA TECHNOLOGIES LLC	SOFTWARE MAINT RENEWAL	28,670.00
03/09/2026	ADT SECURITY SERVICES	QUARTERLY SECURITY CAMPBELL PARK	147.12
03/06/2026	AFLAC	CURRENT PAY WITHHOLDING AFLAC PRE TAX Pay Period: 02/28/2026	91.32
03/09/2026	AIA CORPORATION	CLOTHING ALLOWANCE	228.29
03/09/2026	ALL FORMS & SUPPLIES LTD	PRINTING-NOTORIAL STAMP	50.74
03/09/2026	ALLENDER BUTZKE ENGINEERS INC	LINNAN PARK CONSTRUCTION ENGINEERING	413.68
02/25/2026	ALLIANCE CONSTRUCTION GROUP LLC	NW 114TH ST RECON PAY REQ 20	15,196.37
03/09/2026	AMAZON CAPITAL SERVICES	TRAINING BOOK ALTER EGO	23.99
03/09/2026	AMAZON CAPITAL SERVICES	ADULT FICTION BOOKS HARBACH	16.50
03/09/2026	AMAZON CAPITAL SERVICES	PARTS FOR HYDRO GUN	76.85
03/09/2026	AMAZON CAPITAL SERVICES	CREDIT ON SHIPPING CHARGES	4.19-
03/09/2026	AMAZON CAPITAL SERVICES	ADULT FICTION BOOKS	15.95
03/09/2026	AMAZON CAPITAL SERVICES	SUPPLIES	197.88
03/09/2026	AMAZON CAPITAL SERVICES	ADULT FICTION BOOKS	247.09
03/09/2026	AMAZON CAPITAL SERVICES	ADULT FICTION BOOKS	16.50
03/09/2026	AMAZON CAPITAL SERVICES	FOLDERS	40.99
03/09/2026	AMAZON CAPITAL SERVICES	ADULT FICTION BOOKS	163.33
03/09/2026	AMAZON CAPITAL SERVICES	ADULT PROGRAM SUPPLIES	113.83
03/09/2026	AMAZON CAPITAL SERVICES	LIBRARY MEDIA	65.86
03/09/2026	AMAZON CAPITAL SERVICES	LIBRARY MEDIA CC	17.95
03/09/2026	AMAZON CAPITAL SERVICES	ADULT FICTION BOOKS	26.74
03/09/2026	AMAZON CAPITAL SERVICES	OFFICE SUPPLIES	109.84
03/09/2026	AMAZON CAPITAL SERVICES	OFFICE SUPPLIES	109.84
03/09/2026	AMAZON CAPITAL SERVICES	AD PROGRAM-BEDAZZLE	28.57
03/09/2026	AMAZON CAPITAL SERVICES	LIBRARY MEDIA CC	19.96
03/09/2026	AMAZON CAPITAL SERVICES	CHILDREN BOOKS	17.85
03/09/2026	AMAZON CAPITAL SERVICES	OFFICE SUPPLIES	42.94
03/09/2026	AMAZON CAPITAL SERVICES	EASELS KIDS FOR ART	370.00
03/09/2026	AMAZON CAPITAL SERVICES	ADULT FICTION BOOKS	27.89
03/09/2026	AMAZON CAPITAL SERVICES	HARBACH REC BAY VACUUM	315.00
03/09/2026	AMAZON CAPITAL SERVICES	CHILDREN'S BOOKS	52.03
03/09/2026	AMAZON CAPITAL SERVICES	SUPPLIES	12.99
03/09/2026	AMAZON CAPITAL SERVICES	ADULT LIBRARY BOOKS	54.99
03/09/2026	AMAZON CAPITAL SERVICES	BOOM TRUCK PARTS	117.17
03/09/2026	AMAZON CAPITAL SERVICES	STOCK SUPPLIES	146.97
03/09/2026	AMAZON CAPITAL SERVICES	ADULT LIBRARY BOOKS HARBACH	30.80
03/09/2026	AMAZON CAPITAL SERVICES	ADULT FICTION LIBRARY BOOKS	17.60
03/09/2026	AMAZON CAPITAL SERVICES	BLEACH	48.84
03/09/2026	AMAZON CAPITAL SERVICES	KITCHEN SUPPLIES	56.98
03/09/2026	AMAZON CAPITAL SERVICES	ADULT LIBRARY BOOKS	51.69
03/09/2026	AMAZON CAPITAL SERVICES	SMALL ENGINE BOLTS AND CHAINSAW VALVE	38.47
03/09/2026	AMAZON CAPITAL SERVICES	FOLDERS	39.49
03/09/2026	AMAZON CAPITAL SERVICES	LEATHER ORGANIZER FOR GARCIA	30.68
03/09/2026	AMAZON CAPITAL SERVICES	SELF DEVELOPMENT BOOK	23.99
03/09/2026	AMAZON CAPITAL SERVICES	LIBRARY MEDIA	17.80
03/09/2026	AMAZON CAPITAL SERVICES	LIBRARY MEDIA CC	11.04
03/09/2026	AMAZON CAPITAL SERVICES	ADULT LIBRARY BOOKS	141.48
03/09/2026	AMAZON CAPITAL SERVICES	LIBRARY MEDIA	64.87
03/09/2026	AMAZON CAPITAL SERVICES	OFFICE SUPPLIES	5.69
03/09/2026	AMAZON CAPITAL SERVICES	OFFICE SUPPLIES	5.69
03/09/2026	AMAZON CAPITAL SERVICES	CAT'S EYE TIRE PRESSURE FOR AMBULANCE	220.50
03/09/2026	AMAZON CAPITAL SERVICES	FRIDGE FILTER REPLACEMENT	35.52
03/09/2026	AMAZON CAPITAL SERVICES	ADULT LIBRARY BOOKS	112.16
03/09/2026	AMAZON CAPITAL SERVICES	LIBRARY MEDIA	24.99
03/09/2026	AMAZON CAPITAL SERVICES	ADULT FICTION BOOKS HARBACH	27.34
03/09/2026	AMAZON CAPITAL SERVICES	OFFICE SUPPLIES	11.98

Date Paid	Vendor Name	Description	Amount Paid
03/09/2026	AMAZON CAPITAL SERVICES	LIBRARY MEDIA CC	19.96
03/09/2026	AMAZON CAPITAL SERVICES	ADULT LIBRARY BOOKS	18.14
03/09/2026	AMAZON CAPITAL SERVICES	SMALL ENGINE REPAIR PARTS	38.47
03/06/2026	AMERITAS LIFE INSURANCE GRP- VISION	CURRENT PAY WITHHOLDING VISION INSURANCE Pay Period: 02/28/2026	537.46
03/09/2026	ANTHONY CILLI	DEPOSIT REFUND	30.31
03/09/2026	ARNOLD MOTOR SUPPLY	CREDIT	15.87-
03/09/2026	ARNOLD MOTOR SUPPLY	STOCK PARTS	15.87
03/09/2026	ARNOLD MOTOR SUPPLY	#765/766 PARTS	15.87
03/09/2026	ARNOLD MOTOR SUPPLY	HYDRAULIC HOSE STOCK	568.70
03/09/2026	ARNOLD MOTOR SUPPLY	#717 PARTS	46.14
03/09/2026	ARNOLD MOTOR SUPPLY	SHOP TOOLS	194.28
03/09/2026	ARNOLD MOTOR SUPPLY	STOCK PARTS	114.72
03/09/2026	ASCENDANCE TRUCKS MIDWEST, LLC	#721 PARTS	329.90
03/09/2026	ASCENDANCE TRUCKS MIDWEST, LLC	PARTS	56.89
03/09/2026	ASCENDANCE TRUCKS MIDWEST, LLC	EQUIPMENT REPAIR	56.89
03/09/2026	AT & T MOBILITY	PATROL CELL PHONES	647.22
03/09/2026	AT & T MOBILITY	EMS CELL PHONES	178.42
03/09/2026	BAX SALES INC	SHOP SUPPLIES	45.84
03/09/2026	BAX SALES INC	PLOW BOLTS	110.00
03/09/2026	BAX SALES INC	SCREWS	21.27
03/09/2026	BEFORE AND AFTER THE BIRTH LLC	MISC CONTRACT WORK-CHILDREN	140.00
03/09/2026	BONNIES BARRICADES INC	BARRICADES FOR POTUS VISIT	290.00
03/09/2026	BOUND TREE MEDICAL LLC	EMS MEDICAL SUPPLIES	491.07
03/09/2026	BOUND TREE MEDICAL LLC	EMS MEDICAL SUPPLIES	414.49
03/09/2026	BRENDA BRACEWELL	DEPOSIT REFUND	43.48
03/09/2026	BRILLIANT BORDERS	SIDEWALK SNOW REMOVAL	426.40
03/09/2026	BRILLIANT BORDERS	SIDEWALK SNOW REMOVAL	1,019.20
03/09/2026	BULLZEYE INC	JANITORIAL SUPPLIES FIRE	352.81
03/09/2026	BULLZEYE INC	RESTROOM SOAP DISPENSERS	175.00
03/09/2026	BULLZEYE INC	RESTROOM SOAP DISPENSERS	45.00
03/09/2026	BULLZEYE INC	CONTRACT CUSTODIAL SERVICES POLICE	2,445.75
03/09/2026	BULLZEYE INC	CONTRACT CUSTODIAL SERVICES FIRE	659.17
03/09/2026	BULLZEYE INC	CONTRACT CUSTODIAL SERVICES EMS	1,441.08
03/09/2026	BULLZEYE INC	CONTRACT CUSTODIAL SERVICES CH, PARKS, PW, HARBACH	10,373.00
03/09/2026	CALHOUN-BURNS & ASSOCIATES	BIENNIAL BRIDGE INSPECTIONS	652.50
03/09/2026	CALHOUN-BURNS & ASSOCIATES	BIENNIAL BRIDGE INSPECTIONS	2,000.00
03/09/2026	CAPITAL CITY EQUIPMENT CO	FORESTRY MULCHER STRAP	120.50
03/09/2026	CDW GOVERNMENT INC	HARDWARE	538.72
03/09/2026	CENGAGE LEARNING INC / GALE	ADULT LIBRARY BOOKS	26.64
03/09/2026	CENTRAL IOWA OFFICIALS LLC	YOUTH BB OFFICIALS FINAL PAY - 2026 3-ON-3	440.00
03/09/2026	CENTRAL IOWA READY MIX	CONCRETE FOR WATER MAIN BREAK	826.25
03/09/2026	CENTRAL IOWA READY MIX	CONCRETE FOR WATER MAIN BREAK	912.00
03/09/2026	CINTAS CORPORATION #22M	PARKS LAUNDRY & UNIFORM SERVICE	346.39
03/09/2026	CINTAS CORPORATION #22M	PARKS LAUNDRY & UNIFORM SERVICE	346.39
03/09/2026	CITY OF CLIVE	2026 CAC STARTUP CASH	2,500.00
03/09/2026	CITY OF DES MOINES	WRA - MAR 26	182,381.50
03/09/2026	CITY OF URBANDALE	E320 AND 321 OIL CHANGE AND FUEL FILTER REPLACEMENT	2,144.98
03/06/2026	CLIVE COMMUNITY SERVICES	CURRENT PAY WITHHOLDING CLIVE COMM SERVICES Pay Period: 02/28/20	19.23
03/09/2026	CLIVE POWER EQUIPMENT	EQUIPMENT REPAIR	16.49
03/06/2026	COLLECTION SERVICES CENTER	CURRENT PAY WITHHOLDING CHILD SUPPORT Pay Period: 02/28/2026	1,775.96
03/09/2026	CONSOLIDATED COMMUNICATIONS	PHONE LINES	638.65
03/09/2026	CONSOLIDATED ELECTRICAL DISTRI, IN	FRAMING ELECTRICAL SUPPLIES	179.95
03/09/2026	CORE & MAIN LP	REPAIR GASKET	26.56
03/09/2026	CORE & MAIN LP	MISC WATER SUPPLIES	44.40
03/09/2026	CORE & MAIN LP	CLAMPS FOR WATER MAIN BREAK REPAIR	507.77
03/09/2026	CORE & MAIN LP	12" SPLIT RING GLAND REPAIR	42.00
03/09/2026	CORE & MAIN LP	PIPE REPAIR CLAMPS SEWER	314.80
03/09/2026	CORE & MAIN LP	FITTINGS FOR INSTALLING METERS	2,480.48

Date Paid	Vendor Name	Description	Amount Paid
02/25/2026	CUNNINGHAM INC	CH REMODEL PH 2 PAY REQ 5	161,875.54
02/25/2026	DCI GROUP	CH REMODEL PH 2 PAY REQ 5	34,576.89
03/09/2026	DELL MARKETING LP	CH CAMERA TV	1,327.58
03/09/2026	DEMCO INC	OFFICE SUPPLIES-PROCESSING	588.60
03/09/2026	DES MOINES WATER WORKS	CIWW FIXED MAR2026	80,934.00
03/09/2026	DES MOINES WATER WORKS	WATER PURCHASED FEB2026	91,831.12
03/09/2026	DITCH WITCH OF MINNESOTA/IOWA	CCTV CAMERA REEL PARTS	580.11
03/09/2026	DLT SOLUTIONS LLC	SOFTWARE SUBSCRIPTION RENEWAL	10,390.53
03/09/2026	DOOSAN BOBCAT NORTH AMERICA, INC	NEW UNIT #791	51,171.43
03/06/2026	EBS	MEDICAL WITHHOLDING MED W 750 FAMILY EXEMPT Pay Period: 02/28/202	7,618.12
03/06/2026	EBS	MEDICAL WITHHOLDING MED W 750 EMPE + 1 EXEMPT Pay Period: 02/28/2	2,121.85
03/06/2026	EBS	MEDICAL WITHHOLDING MED W 750 SINGLE EXEMPT Pay Period: 02/28/202	657.57
03/06/2026	EBS	MEDICAL WITHHOLDING MED - HDHP FAMILY Pay Period: 02/28/2026	1,417.66
03/06/2026	EBS	MEDICAL WITHHOLDING MED-HDHP EMPL +1 Pay Period: 02/28/2026	205.20
03/06/2026	EBS	MEDICAL WITHHOLDING MED HDHP SINGLE Pay Period: 02/28/2026	567.90
03/06/2026	EBS	MEDICAL WITHHOLDING DENTAL INSURANCE - DELTA (EBS) Pay Period: 02/	2,167.62
03/06/2026	EFTPS	FWT/FICA/MEDICARE CURRENT PAY SOCIAL SECURITY Pay Period: 02/28/2	32,452.10
03/06/2026	EFTPS	FWT/FICA/MEDICARE CURRENT PAY SOCIAL SECURITY Pay Period: 02/28/2	32,452.10
03/06/2026	EFTPS	FWT/FICA/MEDICARE CURRENT PAY MEDICARE Pay Period: 02/28/2026	7,622.80
03/06/2026	EFTPS	FWT/FICA/MEDICARE CURRENT PAY MEDICARE Pay Period: 02/28/2026	7,622.80
03/06/2026	EFTPS	FWT/FICA/MEDICARE CURRENT PAY FEDERAL WITHHOLDING TAX Pay Peri	51,239.46
03/09/2026	EIDE BAILLY LLP	ANNUAL FRAUD HOTLINE	315.00
03/09/2026	EPIC IO TECHNOLOGIES	PHONE LINES	155.35
03/09/2026	FABIAN RUIZ	PROFESSIONAL FEE - INTERPRETER	70.00
03/09/2026	FASTSIGNS	ADOPT A PARK/TRAIL SIGNS	286.29
03/09/2026	FERGUSON ENTERPRISES INC	LIBRARY WELLNESS ROOM BABY CHANGING STATION	785.73
03/09/2026	FIRST RESPONDER SUPPLY, LLC	UNIFORM ALLOW - J. LAMP	119.96
03/09/2026	FIRST RESPONDER SUPPLY, LLC	UNIFORM ALLOW - M. DOLSEN	156.74
03/09/2026	FLOCK GROUP INC	PROFESSIONAL FEES- FLOCK CAMERAS	35,500.00
03/09/2026	FREEDOM TIRE & AUTO	VEHICLE OPERATIONS	35.00
03/09/2026	GANNETT IOWA LOCALIQ	MINUTES	422.80
03/09/2026	GANNETT IOWA LOCALIQ	PH NOTICES	65.44
03/09/2026	GANNETT IOWA LOCALIQ	PH NOTICES	25.36
03/09/2026	GANNETT IOWA LOCALIQ	PH NOTICES	50.72
03/09/2026	GANNETT IOWA LOCALIQ	PH NOTICES	279.44
03/09/2026	GLASS DOCTOR	VEHICLE MAINTENANCE	437.45
03/09/2026	GLASS DOCTOR	VEHICLE MAINTENANCE	465.56
03/09/2026	GRAYBAR ELECTRIC CO.	FIBER FOR SPECIAL EVENTS BUILDING	1,275.70
03/09/2026	GTR DM CONVENTION & VISITORS B	HOTEL MOTEL FEB 25	8,091.19
03/06/2026	ICMA	LOAN REPAYMENT LOAN REPAYMENT Pay Period: 02/28/2026	622.01
03/06/2026	ICMA RETIREMENT CORP.#457	CURRENT PAY WITHHOLDING ICMA-DEF COMP Pay Period: 02/28/2026	12,263.63
03/06/2026	ICMA RETIREMENT CORP.#457	CURRENT PAY WITHHOLDING ICMA ROTH DEF COMP Pay Period: 02/28/202	10,976.05
03/06/2026	ICMA RETIREMENT CORP.#457	CURRENT PAY WITHHOLDING ICMA CITY OUT DEF COMP - Pay Period: 02/2	7,787.30
03/09/2026	IMAGE SOLUTIONS	LOGOED APPAREL PW	308.00
03/09/2026	IMAGE SOLUTIONS	LOGOED APPAREL LIB	57.00
03/09/2026	IMAGE SOLUTIONS	LOGOED APPAREL PKS	198.25
03/09/2026	IMAGE SOLUTIONS	LOGOED APPAREL BLD	220.00
03/09/2026	IMAGE SOLUTIONS	LOGOED APPAREL PZ	81.50
03/09/2026	IMAGE SOLUTIONS	LOGOED APPAREL FD	205.50
03/09/2026	IMAGE SOLUTIONS	LOGOED APPAREL EXEC	100.00
03/09/2026	INFOMAX OFFICE SYSTEMS INC	COPIER MAINTENANCE	788.86
03/09/2026	INGRAM LIBRARY SERVICES	BOOKS-CHILDREN	204.51
03/09/2026	INGRAM LIBRARY SERVICES	BOOKS-YOUNG ADULT	20.83
03/09/2026	INGRAM LIBRARY SERVICES	BOOKS-HARBACH-CHILDREN	54.57
03/09/2026	INGRAM LIBRARY SERVICES	ADULT BOOKS	50.81
03/09/2026	INGRAM LIBRARY SERVICES	BOOKS-CHILDREN	127.47
03/09/2026	INGRAM LIBRARY SERVICES	BOOKS-YOUNG ADULT	36.90
03/09/2026	INGRAM LIBRARY SERVICES	BOOKS-HARBACH-CHILDREN	10.92

Date Paid	Vendor Name	Description	Amount Paid
03/09/2026	INGRAM LIBRARY SERVICES	BOOKS-YOUNG ADULT	9.09
03/09/2026	INGRAM LIBRARY SERVICES	BOOKS-CHILDREN	210.27
03/09/2026	INGRAM LIBRARY SERVICES	BOOKS-YOUNG ADULT	24.70
03/09/2026	INGRAM LIBRARY SERVICES	BOOKS-CHILDREN	28.40
03/09/2026	IOWA EMPLOYMENT CONFERENCE	TRAINING	510.00
03/09/2026	IOWA MEDICAID	MARCH 2026 STATE SHARE OF GEMT	12,441.65
03/09/2026	IOWA PRISON INDUSTRIES	NEW SHEETING FOR TYPE 3 BARRICADES	1,860.00
03/09/2026	IOWA PRISON INDUSTRIES	142ND/ELMCREST STREET BLADES	170.72
03/06/2026	IPERS	CURRENT PAY IPERS WITHHOLDING IPERS-REGULAR MEMBERS Pay Perio	85,547.69
03/06/2026	IPERS	CURRENT PAY IPERS WITHHOLDING IPERS-REGULAR MEMBERS Pay Perio	30,823.28
03/06/2026	IPERS	CURRENT PAY IPERS WITHHOLDING IPERS RETIREMENT -FIRE Pay Period:	5,519.71
03/06/2026	IPERS	CURRENT PAY IPERS WITHHOLDING IPERS RETIREMENT -FIRE Pay Period:	8,002.93
03/06/2026	IPERS	CURRENT PAY IPERS WITHHOLDING IPERS-ELECTED OFFICIALS Pay Perio	144.06
03/06/2026	IPERS	CURRENT PAY IPERS WITHHOLDING IPERS-ELECTED OFFICIALS Pay Perio	216.20
03/09/2026	JENNA SCHISSEL THERAPY LLC	MISC CONTRACT WORK-ADULT	105.00
03/09/2026	JOHNSTONE SUPPLY	FILTERS	72.72
03/09/2026	JOHNSTONE SUPPLY	CREDIT	30.13-
03/09/2026	KIESLER'S POLICE SUPPLY INC	AMMO	1,531.44
03/09/2026	LANDSCAPE FORMS, INC	GREENBELT LANDING FURNITURE	101,254.94
03/09/2026	LOWELLS SERVICE	VEHICLE TOWS	3,273.31
03/09/2026	MAGAZINE SUBSCRIPTION SERVICE AGENCY	MAGAZINE SUBSCRIPTION SERVICE	13.96
03/09/2026	MAGAZINE SUBSCRIPTION SERVICE AGENCY	MAGAZINE SUBSCRIPTION SERVICE HARBACH	521.87
03/09/2026	MAIL SERVICES	POSTAGE	181.06
03/09/2026	MAIL SERVICES	REMINDER NOTICES 2/19/26	41.85
03/09/2026	MEDIACOM	LIBRARY INTERNET	294.90
03/09/2026	MENARDS	CONCRETE TRAILER PARTS	42.07
03/09/2026	MENARDS	TRAFFIC SUPPLIES	28.99
03/09/2026	MENARDS	CONCRETE TRAILER PARTS	15.48
03/09/2026	MENARDS	EMPTY SPRAY BOTTLES FOR BLEACH	19.35
03/09/2026	MENARDS	VEHICLE MAINTENANCE	27.44
03/09/2026	MENARDS	CONCRETE TRAILER PARTS	17.98
03/09/2026	MENARDS	LIBRARY WELLNESS ROOM RENOVATION SUPPLIES	56.95
03/09/2026	MENARDS	MAILBOX REPAIR	18.75
03/09/2026	MENARDS	BUILDING MAINTENANCE	232.06
03/09/2026	MENARDS	BUILDING MAINTENANCE	108.32
03/09/2026	MENARDS	PAINT/BUILDING MAINT	24.57
03/09/2026	MENARDS	PAINT/BUILDING MAINT	24.57
03/09/2026	MENARDS	PAINT/BUILDING MAINT	24.57
03/09/2026	MENARDS	PAINT/BUILDING MAINT	24.55
03/09/2026	MENARDS	LWC WEST LUMBER, D-RINGS, SCREWS AND SUPPLIES	251.63
03/09/2026	MENARDS	GROUPS	41.68
03/09/2026	MENARDS	BUILDING MAINTENANCE	50.89
03/09/2026	MENARDS	BUILDING MAINTENANCE	30.22
03/09/2026	MENARDS	BUILDING MAINTENANCE	29.97
03/09/2026	MENARDS	BUILDING MAINTENANCE	29.97
03/09/2026	MENARDS	BUILDING MAINTENANCE	29.97
03/09/2026	MENARDS	BUILDING MAINTENANCE	29.97
03/09/2026	MENARDS	REPLACEMENT TOOLS FOR WATER TRUCKS	28.92
03/09/2026	MENARDS	BUILDING MAINTENANCE	371.61
03/09/2026	MENARDS	707, 766,765 PARTS	83.97
03/09/2026	MENARDS	BUILDING MAINTENANCE	256.00
03/09/2026	MENARDS	GROUPS MAINT	15.46
03/09/2026	MENARDS	#765 PARTS	1.29
03/09/2026	MERCYONE OCCUPATIONAL HEALTH	CONSORTIUM FEE	100.00
03/09/2026	METRO WASTE AUTHORITY	SHARPS BOX DISPOSAL	56.50
03/09/2026	METRO WASTE AUTHORITY	COMPOST STICKERS	1,474.00
03/09/2026	METRO WASTE AUTHORITY	CURB IT - FEB 26	28,429.28
03/09/2026	METRO WASTE AUTHORITY	SOLID WASTE FEB 26	72,884.69

Date Paid	Vendor Name	Description	Amount Paid
03/09/2026	MIDAMERICAN ENERGY DAV	TRAFFIC LIGHTS	114.86
03/09/2026	MIDAMERICAN ENERGY DAV	STREET LIGHTS	16,558.11
03/09/2026	MIDAMERICAN ENERGY DAV	WATER FACILITIES	503.48
03/09/2026	MIDAMERICAN ENERGY DAV	TRAFFIC LIGHTS	24.14
03/09/2026	MIDAMERICAN ENERGY DAV	TRAFFIC LIGHTS	24.62
03/09/2026	MIDAMERICAN ENERGY DAV	ELECTRIC & GAS SERVICE CITY HALL	3,344.84
03/09/2026	MIDAMERICAN ENERGY DAV	ELECTRIC AND GAS SERVICE PARKS	148.77
03/09/2026	MIDAMERICAN ENERGY DAV	ELECTRIC AND GAS SERVICE PARKS	585.26
03/09/2026	MIDAMERICAN ENERGY DAV	STREET LIGHTS	62.55
03/09/2026	MIDAMERICAN ENERGY DAV	ELECTRIC AND GAS SERVICE CPSC	2,593.16
03/09/2026	MIDAMERICAN ENERGY DAV	ELECTRIC AND GAS SERVICE CPSC	4,401.01
03/09/2026	MIDAMERICAN ENERGY DAV	ELECTRIC AND GAS SERVICE CPSC	1,186.15
03/09/2026	MIDAMERICAN ENERGY DAV	ELECTRIC AND GAS SERVICE PARKS	12.47
03/09/2026	MIDAMERICAN ENERGY DAV	ELECTRIC AND GAS SERVICE PARKS	376.07
03/09/2026	MIDAMERICAN ENERGY DAV	ELECTRIC AND GAS SERVICE PARKS	10.00
03/09/2026	MIDAMERICAN ENERGY DAV	ELECTRIC AND GAS SERVICE PARKS	10.00
03/09/2026	MIDAMERICAN ENERGY DAV	ELECTRIC AND GAS SERVICE PARKS	10.00
03/09/2026	MIDAMERICAN ENERGY DAV	ELECTRIC & GAS SERVICE HARBACH	2,254.42
03/09/2026	MIDWEST ALARM SERVICES	FIRE ALARM, AES RADIO, BATTERY INSTALLATION AND MONITORING	1,390.00
03/09/2026	MIDWEST AUTOMATIC	SPRINKLER HEAD REMOVAL, LIBRARY WELLNESS ROOM	448.10
03/09/2026	MIDWEST TAPE, LLC	HOOPLA FLEX	47.50
03/09/2026	MODEM EXPRESS	PEPLINK MAINT	149.00
03/06/2026	MUNICIPAL FIRE & POLICE	CURRENT PAY WITHHOLDING MUNICIPAL FIRE & POLICE RETIRE PayPerio	9,904.88
03/06/2026	MUNICIPAL FIRE & POLICE	CURRENT PAY WITHHOLDING MUNICIPAL FIRE & POLICE RETIRE PayPerio	23,090.92
03/09/2026	NAPA DISTRIBUTION CENTER	VEHICLE MAINTENANCE	25.55
03/09/2026	NETWORKS	SOFTWARE SUBSCRIPTION	7.70
03/09/2026	NETWORKS	SOFTWARE SUBSCR RENEWAL	1,528.50
03/09/2026	NETWORKS	PROFESSIONAL FEES	1,350.00
03/09/2026	NYEMASTER-GOODE	CITY COUNCIL	1,000.00
03/09/2026	NYEMASTER-GOODE	LEGAL GENERAL	10,850.00
03/09/2026	NYEMASTER-GOODE	PROSECUTIONS	12,701.00
03/09/2026	NYEMASTER-GOODE	LEGAL HR	864.00
03/09/2026	NYEMASTER-GOODE	LEGAL	216.00
03/09/2026	NYEMASTER-GOODE	LEGAL	378.00
03/09/2026	NYEMASTER-GOODE	LEGAL	3,261.00
03/09/2026	OCLC INC	DATA PROCESSING-CATALOGING	4,435.40
03/09/2026	ONE SOURCE	BACKGROUND CHECKS	1,297.55
03/09/2026	OPG-3, INC	LASERFICHE RENEWAL	15,317.52
03/09/2026	OPN ARCHITECTS INC	PAY REQ 23 - CH REMODEL DESIGN OPN	2,892.80
03/09/2026	PC PRINT CENTER	CLIVE RETURN ADDRESS ENVELOPES	117.50
03/09/2026	PC PRINT CENTER	CLIVE RETURN ADDRESS ENVELOPES	117.50
03/09/2026	PLAYAWAY PRODUCTS LLC	YOUTH MEDIA	313.45
03/09/2026	PRODIGY CARE SERVICES	411 RX	1,660.66
03/09/2026	QUALITY RESOURCE GROUP INC	GOAT STUFFY	1,110.72
03/06/2026	RELIANCE STANDARD LIFE INSURANCE	VOL LIFE INSURANCE Pay Period: 02/28/2026	1,198.99
03/09/2026	RINGCENTRAL INC	HOSTED VOICE	2,688.30
03/09/2026	SECRETARY OF STATE	NOTARY APPLICATION- J MCGUIRE	30.00
03/09/2026	SHREDDER, THE	DOCUMENT DESTRUCTION	60.00
03/09/2026	SHREDDER, THE	DOCUMENT DESTRUCTION	60.00
03/09/2026	SILVERSTAR CAR WASH	CAR WASHES - PW	80.00
03/09/2026	SILVERSTAR CAR WASH	CAR WASHES - PW	40.00
03/09/2026	SILVERSTAR CAR WASH	CAR WASHES - REC	60.00
03/09/2026	SILVERSTAR CAR WASH	CAR WASHES - PARKS	40.00
03/09/2026	SMITHGROUP, INC	GREENBELT LANDING DESIGN WORK	95,846.60
03/09/2026	SMITHGROUP, INC	LINNAN PARK DIRT WORK	22,212.00
03/09/2026	STAPLES	SHOP SUPPLIES	81.78
03/09/2026	STAPLES	BREAKROOM SUPPLIES	194.76
03/09/2026	STAPLES	FOLDERS FOR KURT	23.59

Date Paid	Vendor Name	Description	Amount Paid
03/09/2026	STAR EQUIPMENT LTD	EQUIPMENT REPAIR	161.89
03/09/2026	SUPERIOR PEST CONTROL	PEST CONTROL HARBACH	250.00
03/09/2026	SUPERIOR PEST CONTROL	PEST CONTROL CITY HALL	331.00
03/09/2026	SUPERIOR PEST CONTROL	PEST CONTROL CPSC	177.54
03/09/2026	SUPERIOR PEST CONTROL	PEST CONTROL CPSC	47.85
03/09/2026	SUPERIOR PEST CONTROL	PEST CONTROL CPSC	104.61
03/09/2026	TECHNOLOGY ASSOCIATION OF IOWA	MEMBERSHIP	500.00
03/09/2026	TERRACON CONSULTANTS INC	CH PH 2 SPECIAL INSPECTION SERVICE PAY REQ 1	855.00
03/09/2026	TERRACON CONSULTANTS INC	CH PH 2 SPECIAL INSPECTION SERVICE PAY REQ 2	1,209.00
03/09/2026	TERRACON CONSULTANTS INC	CH PH 2 SPECIAL INSPECTION SERVICE PAY REQ 3	300.00
03/09/2026	TIM COX	WITNESS FEES	16.50
03/09/2026	TITAN MACHINERY	#781 PARTS/REPAIR	11.70
03/06/2026	TREAS - STATE OF IA WH TAX	STATE WITHHOLDING STATE WITHHOLDING TAX Pay Period: 02/28/2026	24,316.00
03/09/2026	TRITECH SOFTWARE SYSTEMS	PROFESSIONAL FEES	495.00
03/06/2026	UNITED WAY	CURRENT PAY WITHHOLDING UNITED WAY Pay Period: 02/28/2026	57.69
03/09/2026	UNPLUGGED WIRELESS COMMUNICATIONS LLC	ANNUAL SERVICE AGREEMENT OUTDOOR SIRENS	2,492.00
03/09/2026	VAN METER INC	SPECIAL EVENTS BUILDING FIBER	407.01
03/09/2026	VAN METER INC	BUILDING MAINTENANCE	231.61
03/09/2026	VERIZON	CELL DATA SERVICE	115.44
03/09/2026	VERIZON	CELL DATA SERVICE	38.48
03/09/2026	VERIZON	CELL DATA SERVICE	115.44
03/09/2026	VERIZON	DATA PLANS	1,159.28
03/09/2026	VERIZON	DATA PROCESSING-HOTSPOTS	160.04
03/09/2026	VESTIS	UNIFORMS	20.26
03/09/2026	VESTIS	UNIFORMS	54.03
03/09/2026	VESTIS	UNIFORMS	54.03
03/09/2026	VESTIS	UNIFORMS	96.81
03/09/2026	VESTIS	UNIFORMS	20.26
03/09/2026	VESTIS	UNIFORMS	54.03
03/09/2026	VESTIS	UNIFORMS	54.03
03/09/2026	VESTIS	UNIFORMS	96.81
03/09/2026	XTREME TREE	TREE REMOVAL	625.00
Grand Totals:			<u>1,573,270.54</u>

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

Bill List Claims	\$	1,573,270.54
(02/24/2026 - 3/09/2026)		
Payroll		346,049.59
(03/06/2026)		
Total	\$	1,919,320.13

Of the total payrolls, \$82.01 are expense reimbursements.

Elizabeth Hansen, Director of Administrative Services

Date: _____

Dated: _____

City Council:

Breanne Hocker _____

Eric Klein _____

Ted Weaver _____

Sadie Gasparotto _____

Susan Judkins _____



Memo

TO: Mayor and Council members

FROM: Matthew Graham, City Clerk

DATE: March 12, 2026

RE: Approve Retail Alcohol Sales License Renewal Application - Club Car Restaurant - 13435 University Avenue

SYNOPSIS:

Staff recommends approval.

Attachments:

1. Club Car Restaurant 04_01_2026



Memo

TO: Mayor and Council members
FROM: Jeff May, Public Works Director
DATE: March 12, 2026
RE: Resolution Approving Change Order #1-Final - Hydro-Klean, LLC - 2025-2026 Sanitary Sewer Lining Program - \$(111.60)

SYNOPSIS:

At the December 11, 2025 City Council Meeting, the City of Clive awarded the **2025/26 Sanitary Sewer Lining Program** contract to Hydro-Klean, LLC, in the amount of \$147,031.20. The Project included the lining of 3,911 lf (1,490 lf of 8” and 2,421 lf of 10”) of sewer mains. The sanitary sewer mains included in the contract are located in the Indian Hills area around NW 91st Street, NW 90th Ct and NW 90th and Carpenter Circle.

The work has now been completed. Now that the work has been completed Change Order No. 1-Final adjusts contract quantities to match actual quantities. The actual lengths of the mains that were lined varied from the bid quantities, resulting in the reduction of 3.0 LF of 10” lining. Prior to final acceptance of a project, a change order must be approved to adjust the contract quantities to match the actual quantities installed.

Change Order #1-Final includes the following adjustments:

- 1. Bid Item No. 2, 10” Lining - Decrease bid quantity from 2,421 LF to 2,418 LF resulting in a decrease of \$111.60 (3.0 LF at \$37.20/LF)

The adjustment of quantities results in a decrease of \$111.60 in the contract amount.

The final project cost is summarized below:

Original Contract Amount	\$ 147,031.20
<u>Change Order #1-Final</u>	<u>\$ (111.60)</u>
Final Contract Amount	\$ 146,919.60

Staff recommends Council approve the Change Order #1-Final for the **2025/26 Sanitary Sewer Lining Program** decreasing the contract amount by \$111.60.

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 - 03-12-26 - 2025-26 Sanitary Sewer Lining Program - Change Order 1-Final
- 2. 03-12-26 - 2025-26 Sanitary Sewer Lining Program - Change Order No 1 - Final - Signed

RESOLUTION NO. _____

**RESOLUTION APPROVING CHANGE ORDER NO. 1-FINAL TO THE
CONTRACT WITH HYDRO-KLEAN, LLC, FOR THE 2025/26 SANITARY
SEWER LINING PROGRAM PROJECT**

WHEREAS, the City staff has determined that it is necessary to make the changes set forth in Change Order No. 1-Final to the contract with Hydro-Klean, LLC in regard to the 2025/26 Sanitary Sewer Lining Program (the “Project”); and

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

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

That Change Order No. 1-Final to the contract with Hydro-Klean, LLC, for the 2025/26 Sanitary Sewer Lining Program Project is hereby determined to be in the best interests of the residents of the City of Clive, Iowa, and is hereby accepted and approved by this City Council; and the Mayor is hereby authorized and directed to execute said Change Order No. 1-Final on behalf of the City of Clive, Iowa.

PASSED AND APPROVED THIS ____ of _____, 2026.

CITY OF CLIVE, IOWA

By: _____
John Edwards, Mayor

ATTEST:

Matthew Graham, City Clerk



CHANGE ORDER # 1-Final

City of Clive
 Public Works
 2123 NW 11th Street
 Clive, IA 50325-3755
 (515) 223-6231 Fax (515) 223-6013

Contractor: Hydro-Klean, LLC
 333NW 49th Place
 Des Moines, IA 50313

Project Title	2025/26 Sanitary Sewer Lining Program	
Clive Project File Number		
Purchase Order Number		
Orig. Contract Amount & Date	\$147,031.20	12/11/20254
Change Order Number	1-Final	
Date	February 12, 2026	

THE CONTRACT IS CHANGED AS FOLLOWS: Performed a zero sum of quantities to arrive at final contract amount.

Item	Description	Unit	Unit Price	Quantity Adjustment	Value Adjustment
2	10" Continuous Lining	LF	\$37.20	-3.0	(\$111.60)
TOTAL					(\$111.60)

CHANGE ORDER SUMMARY	
The Original Contract Sum was	\$147,031.20
Net Change by previously authorized Change Orders	\$0.00
The Contract Sum prior to This Change Order was	\$147,031.20
The Contract Sum will be increased by this Change Order in the amount of (#1-Final)	(\$111.60)
The new Contract Sum including this Change Order will be	\$146,919.60
Aggregate Change Order as a percent of Original Contract	-0.08%
The Contract Time will be unchanged by	0 Days
The date of Final Completion as of the date of this Change Order therefore is	April 3, 2026

NOT VALID UNTIL SIGNED BY THE CONTRACTOR, OWNER'S REPRESENTATIVE (if applicable) AND OWNER

Contractor: Hydro-Klean, LLC	Contracting Authority: City of Clive	Prepared By: City of Clive
Signature: <i>Melissa Pippis</i>	Signature:	Signature: <i>Jeff May</i>
Name: <i>Melissa Pippis</i>	Name: John Edwards	Name: Jeff May
Title: <i>VP of Finance</i>	Title: Mayor	Title: Public Works Director
Date: <i>3/5/26</i>	Date:	Date: <i>3/6/26</i>



Memo

TO: Mayor and Council members

FROM: Jeff May, Public Works Director

DATE: March 12, 2026

RE: Resolution Accepting Work - Hydro-Klean, LLC - 2025/2026 Sanitary Sewer Lining Program

SYNOPSIS:

At the December 11, 2025 City Council Meeting, the City of Clive awarded the **2025/26 Sanitary Sewer Lining Program** contract to Hydro-Klean, LLC, in the amount of \$147,031.20. The Project included the lining of 3,911 lf (1,490 lf of 8" and 2,421 lf of 10") of sewer mains. The sanitary sewer mains included in the contract are located in the Indian Hills area around NW 91st Street, NW 90th Ct and NW 90th and Carpenter Circle.

As a final step in a capital improvements project, the City Council is required to pass a resolution accepting the completed work.

The work was reviewed by City staff and meets the requirements of the plans and specifications for the project. The final project cost is summarized below:

Original Contract Amount	\$ 147,031.20
<u>Change Order #1-Final</u>	<u>\$ (111.60)</u>
Final Contract Amount	\$ 146,919.60

Hydro-Klean, LLC has provided all the necessary documentation to close out the project and staff recommends Council approve the resolution accepting the work and approving final cost for the 2025/26 Sanitary Sewer Lining Program. The retainage will be released no less than 30 days after final acceptance.

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 - 03-12-26 - 2025-26 Sanitary Sewer Lining Program - Accepting Work

RESOLUTION NO. _____

**RESOLUTION ACCEPTING WORK FOR THE
2025/26 SANITARY SEWER LINING PROGRAM**

WHEREAS, the City entered into an agreement with Hydro-Klean, LLC, to complete the 2025/26 Sanitary Sewer Lining Program (the "Project"); and

WHEREAS, the work has now been completed under the Project; and

WHEREAS, in the judgment of the City Council, the work appears to meet the requirements of the plans and specifications for the Project, and City staff has recommended the acceptance of such Project.

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

The work on the Project is hereby accepted, and except for the remaining retainage to be held by the City for not less than thirty (30) days after acceptance of the Project, the amount due to the Contractor is hereby ordered paid from available funds from which payment for the Project may be made.

PASSED AND APPROVED this ____ day of _____, 2026

By: _____
John Edwards, Mayor

ATTEST:

Matthew Graham, City Clerk



Memo

TO: Mayor and Council members

FROM: Jeff Thielen, Parks Manager

DATE: March 12, 2026

RE: Approve Pay Request # 1 - HGS, LLC - Little Walnut Creek West of Alice's Road Large Woody Vegetation Management - \$256,395.86

SYNOPSIS:

Staff recommends approval of Pay Request # 1 to HGS, LLC for Equipment Mobilization, Brush Cutting and Tree Removals on the Little Walnut Creek West of Alice's Road Large Woody Vegetation Management Project. - HGS, LLC — \$256,395.86

Contract Breakdown:

Original Contract Amount — \$1,795,497.25

Change Order # 1 (Credit) - \$(51.22)

Total Contract Amount — \$1,795,466.03

3/12/2026 - Pay Request # 1: \$256,395.86

Payments to Date: \$256,395.86

Contract Remaining: \$1,539,050.17

Attachments:

None



Memo

TO: Mayor and Council members
FROM: Jeff May, Public Works Director
DATE: March 12, 2026
RE: Approve Pay Request #1 - Hydro-Klean, LLC - 2025/2026 Sanitary Sewer Lining Program - \$142,512.01

SYNOPSIS:

At the December 11, 2025 City Council Meeting, the City of Clive awarded the **2025/26 Sanitary Sewer Lining Program** contract to Hydro-Klean, LLC, in the amount of \$147,031.20. The Contractor has submitted Pay Request #1 in the amount of \$142,512.01, for work completed.

Pay Request

Contract Award Amount	\$ 147,031.20
Change Order #1-Final	\$ -111.60
Current Contract Amount	\$ 146,919.60
<u>Work Completed</u>	
Pay Request #1	\$ 146,919.60
Total Completed to Date	\$ 146,919.60
Retainage (5%)	\$ 4,407.59
Total Amount Due Contractor (less retainage)	\$ 142,512.01
Amount Previously Paid	\$ 0.00
Amount due this Pay Request	\$ 142,512.01
Percent Complete	100.0%

Staff recommends approval of payment to Hydro-Klean, LLC, in the amount of \$142,512.01.

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:

- 03-12-26 - Pay Request #1 - Hydro-Klean - 2025-26 Sewer Lining Program - \$142,512.01

BID ITEMS							
Bid Item No.	Description	Unit	Estimated (ft) Qty	Unit Price	Contract Amount	Quantity (ft) Completed	Value Completed
1	8" Continuous Liner	LF	1,490	\$33.00	\$49,170.00	1,490.0	\$49,170.00
2	10" Continuous Liner	EA	2,421	\$37.20	\$90,061.20	2,418.0	\$89,949.60
3	Service Reinstatement	EA	90	\$50.00	\$4,500.00	80.0	\$4,500.00
4	Traffic Control	LS	1.0	\$3,300.00	\$3,300.00	1.0	\$3,300.00
5							
6							
7							
TOTAL					\$147,031.20		\$146,919.60

\$0.00

PAY REQUEST SUMMARY			
	Date Approved	Total Approved	Total Completed
Contract Price	12/11/26	\$147,031.20	\$146,919.60
Approved Change Order 1		-\$111.90	
Approved Change Order 2			
Approved Change Order 3			
Approved Change Order 4			
Revised Contract Price		\$146,919.60	\$146,919.60
			Retainage (3%) \$4,407.69
			Total Earned Minus Retainage \$142,512.01
Total Previously Approved (list each)	Pay Request 1		
	Pay Request 2		
	Pay Request 3		
	Pay Request 4		
	Pay Request 5		
	Pay Request 6		
	Pay Request 7		
	Pay Request 8		
	Pay Request 9		
	Pay Request 10		
	Total Previously Approved	\$0.00	
	Amount Due This Request	\$142,512.01	
	Percent Complete	100.0%	
	Percent of Contract Period Utilized	NA	

Contractor: Hydro-Klean, LLC	Recommended By: City of Clive	Checked By: City of Clive
Signature: 	Signature: 	Signature: 
Name: Melissa Peoples	Name: Jeff May	Name: Jeff Nuss
Title: VP of Finance	Title: Public Works Director	Title: Public Works Supervisor
Date: 3/5/26	Date: 3/6/26	Date: 3-6-26

Owner: City of Clive
Owner's Approval:

By _____ Date: _____



Memo

TO: Mayor and Council members
FROM: Matt McQuillen, City Manager
DATE: March 12, 2026
RE: Approve Revised Pay Request #3 - Elite Fire Sprinkler - City Hall Remodel Phase 2 Project - \$6,305.00

SYNOPSIS:

Due to an error Pay Application #3 for Elite Fire Sprinkler needs to be revised to the correct amount. The approved amount on the 2/12/26 agenda was \$3,944.50 and it should have been \$6,305. The below reflects the accurate pay application number.

Staff is recommending approval of revised pay request #3 to Elite Fire Sprinkler Systems for construction completed on phase 2 of the City Hall Renovation Project. Elite Fire is responsible for Prime Contract #5 – Fire Sprinkler. The pay request was reviewed by the City’s Construction Manager and Architect prior to this consideration for approval.

Prime Construction Contract #5 – Fire Sprinkler

Contract Amount	\$ 26,400.00	Contract Approved 8/28/25
Pay Request #1	\$ 8,584.50	Approved 11/13/25
Pay Request #2	\$ 7,566.00	Approved 12/11/25
Pay Request #3	\$ 6,305.00	Revised from \$3,944.50
Balance Remaining	\$ 3,944.50	
3% Retainage Held	\$ 694.50	
Total – Pay Request #3	\$ 6,305.00	
Acct # 350-5750-6799		

Attachments:

1. Clive City Hall P2 - Elite Fire Pay App 3

TO CONTRACTOR:

PROJECT:

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

APPLICATION NO: 3

INVOICE NO: 25011-003

PERIOD: 01/01/26 - 01/25/26

PROJECT NO: 25011

CONTRACT NO: SC-005 City Hall Phase 2

CONTRACT DATE: 08/28/2025

CERTIFICATE DATE: 02/05/2026

SUBMITTED DATE:

FROM SUBCONTRACTOR:

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

SUBCONTRACT FOR: BP#5 Fire Sprinkler

SUBCONTRACTOR'S APPLICATION FOR PAYMENT

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

1. Original Contract Sum	\$26,400.00
2. Net change by change orders	\$0.00
3. Contract Sum to date (Line 1 ± 2)	\$26,400.00
4. Total completed and stored to date (Column G on detail sheet)	\$23,150.00
5. Retainage:	
a. 3.00% of completed work	\$460.50
b. 3.00% of stored material	\$234.00
Total retainage (Line 5a + 5b or total in column I of detail sheet)	\$694.50
6. Total earned less retainage (Line 4 less Line 5 Total)	\$22,455.50
7. Less previous certificates for payment (Line 6 from prior certificate)	\$16,150.50
8. Current payment due:	\$6,305.00
9. Balance to finish, including retainage (Line 3 less Line 6)	\$3,944.50

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

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

SUBCONTRACTOR: Elite Fire Sprinkler Systems, Inc

Contract #SC-005 City H... ⋮ X

By: _____

State of: _____

County of: _____

Subscribed and sworn to before
me this _____ day of _____

Notary Public: _____

My commission expires: _____

new workflow started
1/22/2026 at 12:28 PM CST

Workflow:
Commitment Invoicing w/Secondary Review

PM Review
1/29/2026 at 1:11 PM CST

Decision Type
First responder decides ?

Result
Responders agree

Responded

- ✓ PM
 - > ✓ Drew Johnson: Secondary Review

Secondary Review
2/2/2026 at 9:21 AM CST

Decision Type
First responder decides ?

Result
Responders agree

Responded

- ✓ Designer
 - > ✓ Thomas Thatcher: Approve

Approved
2/2/2026 at 9:21 AM CST

Document SUMMARY SHEET, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification is attached.
 Use Column I on Contracts where variable retainage for line items apply.

APPLICATION NUMBER: 3

APPLICATION DATE: 01/23/2026

PERIOD: 01/01/26 - 01/25/26

Contract Lines

ITEM NO.	BUDGET CODE	DESCRIPTION OF WORK	SCHEDULED VALUE	APPROVED WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
				FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
1	21-210000.000.Subcontract BP#5 - Fire Sprinkler	Engineering	\$3,000.00	\$3,000.00	\$0.00	\$0.00	\$3,000.00	100.00%	\$0.00	\$90.00
2	21-210000.000.Subcontract BP#5 - Fire Sprinkler	Material	\$10,400.00	\$2,600.00	\$0.00	\$7,800.00	\$10,400.00	100.00%	\$0.00	\$312.00
3	21-210000.000.Subcontract BP#5 - Fire Sprinkler	Labor	\$13,000.00	\$3,250.00	\$6,500.00	\$0.00	\$9,750.00	75.00%	\$3,250.00	\$292.50
TOTALS:			\$26,400.00	\$8,850.00	\$6,500.00	\$7,800.00	\$23,150.00	87.69%	\$3,250.00	\$694.50

Change Orders

ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	APPROVED WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE	
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD						
4	CCO #001 Elite Fire Sprinkler CO#1									
4.1	PCO #001 CO#1 Contract Schedule Update									
4.1.1	21-210000.000.Subcontract BP#5 - Fire Sprinkler	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	
TOTALS:		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	NaN%	\$0.00	\$0.00	

Grand Totals

ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	APPROVED WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
GRAND TOTALS:		\$26,400.00	\$8,850.00	\$6,500.00	\$7,800.00	\$23,150.00	87.69%	\$3,250.00	\$694.50

CONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT

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

Identifying Information

Name of Claimant: Elite Fire Sprinkler Systems

Name of Customer: DCI Group

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

Owner: The City of Clive

Through Date: 1/22/2026

Conditional Waiver and Release

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

Maker of Check: DCI Group

Amount of Check: \$ 6,305.00

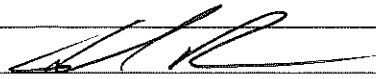
Check Payable To: Elite Fire Sprinkler Systems

Exceptions

This document does not affect any of the following:

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

Signature

Claimant's Signature: 

Claimant's Title: Area Manager

Date of Signature: 1/22/2026

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

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

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

APPLICATION NO: 3
PERIOD TO: 1/25/2026

DISTRIBUTION TO:
 OWNER
 ARCHITECT
 CONTRACTOR

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

VIA (ARCHITECT):

ARCHITECT'S PROJECT NO:

CONTRACT FOR: 70-0071-25

CONTRACT DATE:

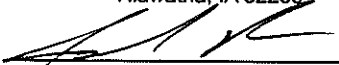
CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM	\$	<u>26,400.00</u>
2. Net Change by Change Orders	\$	<u>0.00</u>
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$	<u>26,400.00</u>
4. TOTAL COMPLETED AND STORED TO DATE	\$	<u>23,150.00</u>
5. RETAINAGE:		
a. <u>3.00</u> % of Completed Work	\$	<u>694.50</u>
b. <u>0.00</u> % of Stored Material	\$	<u>0.00</u>
Total retainage (Line 5a + 5b)	\$	<u>694.50</u>
6. TOTAL EARNED LESS RETAINAGE	\$	<u>22,455.50</u>
(Line 4 less Line 5 Total)		
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	<u>16,150.50</u>
8. CURRENT PAYMENT DUE	\$	<u>6,305.00</u>
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	<u>3,944.50</u>

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

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

By: 
Joshua Pearson / Area Manager

Date: 1/22/26

State of: IA

County of: Polk

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

Notary Public:

My Commission Expires :

ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED

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

ARCHITECT:

By: _____ Date: _____

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

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	

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

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

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

APPLICATION NO: 3
PERIOD TO: 1/25/2026

DISTRIBUTION TO:
_ OWNER
_ ARCHITECT
_ CONTRACTOR

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

VIA (ARCHITECT):

ARCHITECT'S PROJECT NO:

CONTRACT FOR: 70-0071-25

CONTRACT DATE:

ITEM	DESCRIPTION	SCHEDULE VALUE	PREVIOUS APPLICATIONS	COMPLETED THIS PERIOD	STORED MATERIAL	COMPLETED STORED	%	BALANCE	RETAINAGE
1	Engineering	3,000.00	3,000.00	0.00	0.00	3,000.00	100.00	0.00	90.00
2	Material	10,400.00	10,400.00	0.00	0.00	10,400.00	100.00	0.00	312.00
3	Labor	13,000.00	3,250.00	6,500.00	0.00	9,750.00	75.00	3,250.00	292.50
REPORT TOTALS		\$26,400.00	\$16,650.00	\$6,500.00	\$0.00	\$23,150.00	87.69	\$3,250.00	\$694.50



Memo

TO: Mayor and Council members

FROM: Matt McQuillen, City Manager

DATE: March 12, 2026

RE: Approve Pay Request #4 - Elite Fire Sprinkler - City Hall Remodel Phase 2 Project - \$1,891.50

SYNOPSIS:

Staff is recommending approval of pay request #4 to Elite Fire Sprinkler Systems for construction completed on phase 2 of the City Hall Renovation Project. Elite Fire is responsible for Prime Contract #5 – Fire Sprinkler. The pay request was reviewed by the City’s Construction Manager and Architect prior to this consideration for approval.

Prime Construction Contract #5 – Fire Sprinkler

Contract Amount	\$ 26,400.00	Contract Approved 8/28/25
Pay Request #1	\$ 8,584.50	Approved 11/13/25
Pay Request #2	\$ 7,566.00	Approved 12/11/25
Pay Request #3	\$ 6,305.00	Approved 2/12/26
Pay Request #4	\$ 1,891.50	
Balance Remaining	\$ 2,053.00	
3% Retainage Held	\$ 753.00	
Total – Pay Request #4	\$ 1,891.50	

Acct # 350-5750-6799

Attachments:

1. Clive City Hall P2 - Elite Fire Pay App 4

TO CONTRACTOR:

PROJECT:

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

APPLICATION NO: 4

INVOICE NO: 25011-004

PERIOD: 02/01/26 - 02/25/26

PROJECT NO: 25011

CONTRACT NO: SC-005 City Hall Phase 2

CONTRACT DATE: 08/28/2025

CERTIFICATE DATE: 03/04/2026

SUBMITTED DATE:

FROM SUBCONTRACTOR:

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

SUBCONTRACT FOR: BP#5 Fire Sprinkler

SUBCONTRACTOR'S APPLICATION FOR PAYMENT

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

1. Original Contract Sum	\$26,400.00
2. Net change by change orders	\$0.00
3. Contract Sum to date (Line 1 ± 2)	\$26,400.00
4. Total completed and stored to date (Column G on detail sheet)	\$25,100.00
5. Retainage:	
a. 3.00% of completed work	\$519.00
b. 3.00% of stored material	\$234.00
Total retainage (Line 5a + 5b or total in column I of detail sheet)	\$753.00
6. Total earned less retainage (Line 4 less Line 5 Total)	\$24,347.00
7. Less previous certificates for payment (Line 6 from prior certificate)	\$22,455.50
8. Current payment due:	\$1,891.50
9. Balance to finish, including retainage (Line 3 less Line 6)	\$2,053.00

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

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

SUBCONTRACTOR: Elite Fire Sprinkler Systems, Inc

By: _____

State of:

County of:

Subscribed and sworn to before
me this _____ day of _____

Notary Public:

My commission expires: _____

Contract #SC-005 City H... : X

- New Workflow Started**
2/25/2026 at 2:00 PM CST
Workflow: Commitment Invoicing w/Secondary Review
- PM Review**
3/2/2026 at 11:46 AM CST
Decision Type: First responder decides
Result: Responders agree
Responded: PM
 Drew Johnson: Secondary Review
- Secondary Review**
3/4/2026 at 11:09 AM CST
Decision Type: First responder decides
Result: Responders agree
Responded: Designer
 Thomas Thatcher: Approve
- Approved**
3/4/2026 at 11:09 AM CST

Document SUMMARY SHEET, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification is attached.
 Use Column I on Contracts where variable retainage for line items apply.

APPLICATION NUMBER: 4

APPLICATION DATE: 02/25/2026

PERIOD: 02/01/26 - 02/25/26

Contract Lines

ITEM NO.	BUDGET CODE	DESCRIPTION OF WORK	SCHEDULED VALUE	APPROVED WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
				FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
1	21-210000.000.Subcontract BP#5 - Fire Sprinkler	Engineering	\$3,000.00	\$3,000.00	\$0.00	\$0.00	\$3,000.00	100.00%	\$0.00	\$90.00
2	21-210000.000.Subcontract BP#5 - Fire Sprinkler	Material	\$10,400.00	\$2,600.00	\$0.00	\$7,800.00	\$10,400.00	100.00%	\$0.00	\$312.00
3	21-210000.000.Subcontract BP#5 - Fire Sprinkler	Labor	\$13,000.00	\$9,750.00	\$1,950.00	\$0.00	\$11,700.00	90.00%	\$1,300.00	\$351.00
TOTALS:			\$26,400.00	\$15,350.00	\$1,950.00	\$7,800.00	\$25,100.00	95.08%	\$1,300.00	\$753.00

Change Orders

ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	APPROVED WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
4	CCO #001 Elite Fire Sprinkler CO#1								
4.1	PCO #001 CO#1 Contract Schedule Update								
4.1.1	21-210000.000.Subcontract BP#5 - Fire Sprinkler	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00
TOTALS:		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	NaN%	\$0.00	\$0.00

Grand Totals

ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	APPROVED WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
GRAND TOTALS:		\$26,400.00	\$15,350.00	\$1,950.00	\$7,800.00	\$25,100.00	95.08%	\$1,300.00	\$753.00

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

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

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

APPLICATION NO: 4
PERIOD TO: 2/25/2026

DISTRIBUTION TO:
_ OWNER
_ ARCHITECT
_ CONTRACTOR

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

VIA (ARCHITECT):

ARCHITECT'S PROJECT NO:

CONTRACT FOR: 70-0071-25

CONTRACT DATE:


CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM	\$	<u>26,400.00</u>
2. Net Change by Change Orders	\$	<u>0.00</u>
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$	<u>26,400.00</u>
4. TOTAL COMPLETED AND STORED TO DATE	\$	<u>25,100.00</u>
5. RETAINAGE:		
a. <u>3.00</u> % of Completed Work	\$	<u>753.00</u>
b. <u>0.00</u> % of Stored Material	\$	<u>0.00</u>
Total retainage (Line 5a + 5b)	\$	<u>753.00</u>
6. TOTAL EARNED LESS RETAINAGE	\$	<u>24,347.00</u>
(Line 4 less Line 5 Total)		
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	<u>22,455.50</u>
8. CURRENT PAYMENT DUE	\$	<u>1,891.50</u>
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	<u>2,053.00</u>

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

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

By: 
Joshua Pearson / Area Manager

Date: 2/23/20

State of: IA

County of: Polk

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

Notary Public:

My Commission Expires :

ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED

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

ARCHITECT:

By: _____ Date: _____

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

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	

AIA Type Document
Application and Certification for Payment

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

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

APPLICATION NO: 4
PERIOD TO: 2/25/2026

DISTRIBUTION TO:
 _ OWNER
 _ ARCHITECT
 _ CONTRACTOR

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

VIA (ARCHITECT):

ARCHITECT'S PROJECT NO:

CONTRACT FOR: 70-0071-25

CONTRACT DATE:

ITEM	DESCRIPTION	SCHEDULE VALUE	PREVIOUS APPLICATIONS	COMPLETED THIS PERIOD	STORED MATERIAL	COMPLETED STORED	%	BALANCE	RETAINAGE
1	Engineering	3,000.00	3,000.00	0.00	0.00	3,000.00	100.00	0.00	90.00
2	Material	10,400.00	10,400.00	0.00	0.00	10,400.00	100.00	0.00	312.00
3	Labor	13,000.00	9,750.00	1,950.00	0.00	11,700.00	90.00	1,300.00	351.00
REPORT TOTALS		\$26,400.00	\$23,150.00	\$1,950.00	\$0.00	\$25,100.00	95.08	\$1,300.00	\$753.00

CONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT

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

Identifying Information

Name of Claimant: Elite Fire Sprinkler Systems

Name of Customer: DCI Group

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

Owner: The City of Clive

Through Date: 2/28/2026

Conditional Waiver and Release

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

Maker of Check: DCI Group

Amount of Check: \$ 1,891.50

Check Payable To: Elite Fire Sprinkler Systems

Exceptions

This document does not affect any of the following:

- (1) Retentions.
- (2) Extras for which the claimant has not received payment.
- (3) The following progress payments for which the claimant has previously given a conditional waiver and release but has not received payment:

Date(s) of waiver and release: _____

Amount(s) of unpaid progress payment(s): \$ _____

- (4) Contract rights, including (A) a right based on rescission, abandonment, or breach of contract, and (B) the right to recover compensation for work not compensated by the payment.
-

Signature

Claimant's Signature: 

Claimant's Title: Area Manager

Date of Signature: 2/23/2026



Memo

TO: Mayor and Council members
FROM: Matt McQuillen, City Manager
DATE: March 12, 2026
RE: Approve Pay Request #5 - Keystone Construction - City Hall Remodel Phase 2 Project - \$100,457.62

SYNOPSIS:

Staff is recommending approval of pay request #5 to Keystone Construction for construction completed on phase 2 of the City Hall Renovation Project. Keystone is responsible for Prime Contracts #1 – General Construction. The pay request was reviewed by the City’s Construction Manager and Architect prior to this consideration for approval.

Prime Construction Contract #1 – General Construction

Contract Amount	\$ 549,000.00	Contract Approved 8/28/25
Change Order #1	No Cost	Approved by CM 11/3/25
Change Order #2	\$ 11,341.17	Approved by CM 1/26/26
Revised Contract Amount	\$ 560,341.17	
Pay Request #1	\$ 44,586.15	Approved 11/13/25
Pay Request #2	\$ 50,081.77	Approved 12/11/25
Pay Request #3	\$ 73,824.77	Approved 1/8/26
Pay Request #4	\$ 81,852.91	Approved 2/12/26
Pay Request #5	\$ 100,457.62	
Balance Remaining	\$ 209,537.95	
3% Retainage Held	\$ 10,849.60	
Total – Pay Request #5	\$ 100,457.62	

Acct # 350-5750-6799

Attachments:

1. Clive City Hall P2 - Keystone Pay App 5

TO CONTRACTOR:

PROJECT:

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

APPLICATION NO: 5

INVOICE NO: 25011-005

PERIOD: 02/01/26 - 02/28/26

PROJECT NO: 25011

CONTRACT NO: SC-001 City Hall Phase 2

CONTRACT DATE: 08/28/2025

CERTIFICATE DATE: 03/04/2026

SUBMITTED DATE: 02/24/2026

FROM SUBCONTRACTOR:

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

SUBCONTRACT FOR: BP#1 General

SUBCONTRACTOR'S APPLICATION FOR PAYMENT

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

1. Original Contract Sum	\$549,000.00
2. Net change by change orders	\$11,341.17
3. Contract Sum to date (Line 1 ± 2)	\$560,341.17
4. Total completed and stored to date (Column G on detail sheet)	\$361,652.82
5. Retainage:	
a. 3.00% of completed work	\$9,964.90
b. 3.00% of stored material	\$884.70
Total retainage (Line 5a + 5b or total in column I of detail sheet)	\$10,849.60
6. Total earned less retainage (Line 4 less Line 5 Total)	\$350,803.22
7. Less previous certificates for payment (Line 6 from prior certificate)	\$250,345.60
8. Current payment due:	\$100,457.62
9. Balance to finish, including retainage (Line 3 less Line 6)	\$209,537.95

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner/Client:	\$11,650.05	\$(308.88)
Total approved this month:	\$0.00	\$0.00
Totals:	\$11,650.05	\$(308.88)
Net change by change orders:	\$11,341.17	

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 City H... ⋮ ✕

Responded

- ▼ bill_recipient_ids
 - ✔ Tanner Weatherman: Submit

PM Review
3/2/2026 at 11:46 AM CST

Decision Type
First responder decides ⓘ

Result
Responders agree

Responded

- ▼ PM
 - ✔ Drew Johnson: Secondary Review

Secondary Review
3/4/2026 at 11:08 AM CST

Decision Type
First responder decides ⓘ

Result
Responders agree

Responded

- ▼ Designer
 - ✔ Thomas Thatcher: Approve

Approved
3/4/2026 at 11:08 AM CST

Document SUMMARY SHEET, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification is attached.
 Use Column I on Contracts where variable retainage for line items apply.

APPLICATION NUMBER: 5

APPLICATION DATE: 02/26/2026

PERIOD: 02/01/26 - 02/28/26

Contract Lines

A ITEM NO.	B BUDGET CODE	C DESCRIPTION OF WORK	D SCHEDULED VALUE	E APPROVED WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D + E + F)		H BALANCE TO FINISH (C - G)	I RETAINAGE
				FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		% (G / C)			
1	2-24100.000.Subcontract BP#1 - General Construction	General Conditions	\$100,402.00	\$47,500.00	\$17,500.00	\$0.00	\$65,000.00	64.74%	\$35,402.00	\$1,950.00
2	2-24100.000.Subcontract BP#1 - General Construction	Abatement	\$6,800.00	\$6,800.00	\$0.00	\$0.00	\$6,800.00	100.00%	\$0.00	\$204.00
3	2-24100.000.Subcontract BP#1 - General Construction	Demolition	\$28,793.00	\$28,793.00	\$0.00	\$0.00	\$28,793.00	100.00%	\$0.00	\$863.79
4	2-24100.000.Subcontract BP#1 - General Construction	Cast-in-Place Concrete	\$4,848.00	\$4,848.00	\$0.00	\$0.00	\$4,848.00	100.00%	\$0.00	\$145.44
5	2-24100.000.Subcontract BP#1 - General Construction	Structural Steel Framing	\$11,600.00	\$11,600.00	\$0.00	\$0.00	\$11,600.00	100.00%	\$0.00	\$348.01
6	2-24100.000.Subcontract BP#1 - General Construction	Metal Fabrications	\$9,810.00	\$9,810.00	\$0.00	\$0.00	\$9,810.00	100.00%	\$0.00	\$294.30
7	2-24100.000.Subcontract BP#1 - General Construction	Finish Carpentry	\$7,670.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$7,670.00	\$0.00
8	2-24100.000.Subcontract BP#1 - General Construction	Architectural Wood Casework	\$44,201.00	\$4,420.10	\$39,780.90	\$0.00	\$44,201.00	100.00%	\$0.00	\$1,326.03
9	2-24100.000.Subcontract BP#1 - General Construction	Metal Roof Panels	\$13,477.00	\$0.00	\$11,902.89	\$0.00	\$11,902.89	88.32%	\$1,574.11	\$357.09
10	2-24100.000.Subcontract BP#1 - General Construction	Thermoplastic Membrane Roofing	\$12,979.00	\$0.00	\$6,489.50	\$0.00	\$6,489.50	50.00%	\$6,489.50	\$194.69
11	2-24100.000.Subcontract BP#1 - General Construction	Hollow Metal Doors & Frames	\$50,820.00	\$6,322.38	\$0.00	\$0.00	\$6,322.38	12.44%	\$44,497.62	\$189.67
12	2-24100.000.Subcontract BP#1 - General Construction	Glazing	\$1,121.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$1,121.00	\$0.00
13	2-24100.000.Subcontract BP#1 - General Construction	Gypsum Board Assemblies	\$97,000.00	\$88,120.00	\$7,000.00	\$0.00	\$95,120.00	98.06%	\$1,880.00	\$2,853.60
14	2-24100.000.Subcontract BP#1 - General Construction	Tiling	\$25,247.00	\$0.00	\$12,289.32	\$0.00	\$12,289.32	48.68%	\$12,957.68	\$368.68
15	2-24100.000.Subcontract BP#1 - General Construction	Acoustical Ceilings	\$27,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$27,000.00	\$0.00
16	2-24100.000.Subcontract	Resilient Flooring	\$34,330.00	\$0.00	\$0.00	\$29,490.00	\$29,490.00	85.90%	\$4,840.00	\$884.70

A ITEM NO.	B BUDGET CODE	DESCRIPTION OF WORK	C SCHEDULED VALUE	D APPROVED WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D + E + F)	H % (G / C)	I BALANCE TO FINISH (C - G)	RETAINAGE
				FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
	BP#1 - General Construction									
17	2-24100.000.Subcontract BP#1 - General Construction	Moss Walls	\$12,220.00	\$0.00	\$6,110.00	\$0.00	\$6,110.00	50.00%	\$6,110.00	\$183.30
18	2-24100.000.Subcontract BP#1 - General Construction	Interior Painting	\$15,105.00	\$9,440.60	\$2,265.75	\$0.00	\$11,706.35	77.50%	\$3,398.65	\$351.19
19	2-24100.000.Subcontract BP#1 - General Construction	Specialties	\$6,170.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$6,170.00	\$0.00
20	2-24100.000.Subcontract BP#1 - General Construction	Visual Display Surfaces	\$4,950.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$4,950.00	\$0.00
21	2-24100.000.Subcontract BP#1 - General Construction	Wall & Door Protection	\$2,206.00	\$2,206.00	\$0.00	\$0.00	\$2,206.00	100.00%	\$0.00	\$66.18
22	2-24100.000.Subcontract BP#1 - General Construction	Toilet/Bath/Laundry Accessories	\$2,950.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$2,950.00	\$0.00
23	2-24100.000.Subcontract BP#1 - General Construction	Emergency/Fire Air Specialties	\$740.00	\$740.00	\$0.00	\$0.00	\$740.00	100.00%	\$0.00	\$22.20
24	2-24100.000.Subcontract BP#1 - General Construction	Roller Window Shades	\$8,561.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$8,561.00	\$0.00
25	2-24100.000.Subcontract BP#1 - General Construction	Labor Allowance	\$10,000.00	\$893.00	\$0.00	\$0.00	\$893.00	8.93%	\$9,107.00	\$26.79
26	2-24100.000.Subcontract BP#1 - General Construction	Abatement Allowance	\$5,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$5,000.00	\$0.00
27	2-24100.000.Subcontract BP#1 - General Construction	Concrete Allowance	\$5,000.00	\$4,269.72	\$0.00	\$0.00	\$4,269.72	85.39%	\$730.28	\$128.10
TOTALS:			\$549,000.00	\$225,762.80	\$103,338.36	\$29,490.00	\$358,591.16	65.32%	\$190,408.84	\$10,757.76

Change Orders

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D APPROVED WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D + E + F)	H % (G / C)	I BALANCE TO FINISH (C - G)	RETAINAGE	
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD						
28	CCO #001 Keystone Change Order #001									
28.1	PCO #001 CO#1 Contract Schedule Update									
28.1.1	2-24100.000.Subcontract BP#1 - General Construction	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	
29	CCO #002 Keystone Change Order #002									
29.1	PCO #002 CO #2 Keystone									
29.1.1	2-24100.000.Subcontract BP#1 - General Construction	\$2,356.07	\$2,356.07	\$0.00	\$0.00	\$2,356.07	100.00%	\$0.00	\$70.68	

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					
	RFI #8 Wider Sill @ Acct. Specialist - Cut Back Sill to Make Consistent Sill Depth								
29.1.2	2-24100.000.Subcontract BP#1 - General Construction RFI # 7 Existing West Hose Create Pilaster Around BibbBibb	\$322.14	\$322.14	\$0.00	\$0.00	\$322.14	100.00%	\$0.00	\$9.66
29.1.3	2-24100.000.Subcontract BP#1 - General Construction AED Cabinet Credit	\$(308.88)	\$0.00	\$(308.88)	\$0.00	\$(308.88)	100.00%	\$0.00	\$(9.27)
29.1.4	2-24100.000.Subcontract BP#1 - General Construction RFI #13 East Wall Air Barrier Repair	\$535.08	\$0.00	\$535.08	\$0.00	\$535.08	100.00%	\$0.00	\$16.05
29.1.5	2-24100.000.Subcontract BP#1 - General Construction RFI # 14 Utility Room Finishes	\$928.72	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$928.72	\$0.00
29.1.6	2-24100.000.Subcontract BP#1 - General Construction RFI #125 Pocket Door Soft Open/Close Hardware	\$157.25	\$157.25	\$0.00	\$0.00	\$157.25	100.00%	\$0.00	\$4.72
29.1.7	2-24100.000.Subcontract BP#1 - General Construction Medeco Cylinder Change from Spec'd Sargent Degree	\$6,272.99	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$6,272.99	\$0.00
29.1.8	2-24100.000.Subcontract BP#1 - General Construction RFI #24 Snow Guards and Gutter Addition North Vestibule Roofing System	\$1,077.80	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$1,077.80	\$0.00
TOTALS:		\$11,341.17	\$2,835.46	\$226.20	\$0.00	\$3,061.66	27.00%	\$8,279.51	\$91.84

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:		\$560,341.17	\$228,598.26	\$103,564.56	\$29,490.00	\$361,652.82	64.54%	\$198,688.35	\$10,849.60



CONDITIONAL LIEN WAIVER AND RELEASE UPON PROGRESS PAYMENT

KNOW ALL MEN BY THESE PRESENTS:

Upon receiving progress payment in the sum of **\$111,628.17** for the job Clive City Hall Phase 2, 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 **February 28th, 2026**, 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: **February 28th, 2026**

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

By: **Justin Menke**

Title: **President**

Signature: _____

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



Memo

TO: Mayor and Council members

FROM: Alyssa Welling, Administrative Assistant

DATE: March 12, 2026

RE: Approve Pay Request #6 - Burkett Construction - Linnan Park Construction Project - \$44,650.00

SYNOPSIS:

Staff recommends approval of Pay Request #6 to Burkett Construction for the work completed to date on the Linnan Park Construction Project.

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

Total Change Orders to Date: **\$32,051.25**

Contract + Change Orders: **\$1,397,707.25**

Pay Request #6: **\$44,650.00**

Total Requested to Date: **\$807,471.50**

Remaining contract amount: **\$590,235.75**

Attachments:

1. Burkett Pay App February #6

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

PROJECT: Linnan Park

APPLICATION NO: 6

Distribution to:

<input checked="" type="checkbox"/>	OWNER
<input type="checkbox"/>	ARCHITECT
<input type="checkbox"/>	CONTRACTOR
<input type="checkbox"/>	
<input type="checkbox"/>	

PERIOD TO: 02/28/26

FROM CONTRACTOR:
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	\$	<u>1,365,656.00</u>
2. Net change by Change Orders	\$	<u>32,051.25</u>
3. CONTRACT SUM TO DATE (Line 1 ± 2)	\$	<u>1,397,707.25</u>
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$	<u>849,970.00</u>
5. RETAINAGE:		
a. 5.00% % of Completed Work (Column D + E on G703)	\$	<u>42,498.50</u>
b. 5.00% % of Stored Material (Column F on G703)	\$	<u>0</u>
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$	<u>42,498.50</u>
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	\$	<u>807,471.50</u>
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	<u>\$762,821.50</u>
8. CURRENT PAYMENT DUE	\$	<u>44,650.00</u>
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	<u>590,235.75</u>

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$0.00	\$0.00
Total approved this Month	\$32,051.25	\$0.00
TOTALS	\$32,051.25	\$0.00
NET CHANGES by Change Order	\$32,051.25	

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: 03/04/26

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.



Memo

TO: Mayor and Council members

FROM: Matt McQuillen, City Manager

DATE: March 12, 2026

RE: Approve Pay Request #6 - Cunningham Inc. - City Hall Remodel Phase 2 Project - \$9,119.94

SYNOPSIS:

Staff is recommending approval of pay request #6 to Cunningham, Inc. for construction completed for phase 2 of the City Hall Remodel Project. Cunningham is responsible for Prime Contract #3 – Mechanical & Plumbing. The pay request was reviewed by the City’s Construction Manager and Architect prior to this consideration for approval.

Prime Construction Contract #3 – Mechanical & Plumbing

Contract Amount	\$ 413,408.00	Contract Approved 8/28/25
Change Order #1	No Cost	
Change Order #2	\$ 2,710.51	Approved by CM 12/12/25
Change Order #3	\$ 6,756.54	Approved by CM 1/26/26
Revised Contract Amount	\$ 422,875.05	
Pay Request #1	\$ 21,141.15	Approved 10/9/25
Pay Request #2	\$ 17,702.50	Approved 11/13/25
Pay Request #3	\$ 40,840.88	Approved 12/11/25
Pay Request #4	\$ 108,054.12	Approved 1/8/26
Pay Request #5	\$ 161,875.54	Approved 2/26/26
Pay Request #6	\$ 9,119.94	
Balance Remaining	\$ 64,140.92	
3% Retainage Held	\$ 11,094.87	
Total – Pay Request #6	\$ 9,119.94	
Acct # 350-5750-6799		

Attachments:

1. Clive City Hall P2 - Cunningham Pay App 6

TO CONTRACTOR:

PROJECT:

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

APPLICATION NO: 6

INVOICE NO: 25011-006

PERIOD: 02/01/26 - 02/28/26

PROJECT NO: 25011

CONTRACT NO: SC-003 City Hall Phase 2

CONTRACT DATE: 08/28/2025

CERTIFICATE DATE: 03/04/2026

SUBMITTED DATE:

FROM SUBCONTRACTOR:

Cunningham, Inc.
808 South Market Street
Oskaloosa, Iowa 52577

SUBCONTRACT FOR: BP#3 Mechanical

SUBCONTRACTOR'S APPLICATION FOR PAYMENT

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

1. Original Contract Sum	\$413,408.00
2. Net change by change orders	\$9,467.05
3. Contract Sum to date (Line 1 ± 2)	\$422,875.05
4. Total completed and stored to date (Column G on detail sheet)	\$369,829.00
5. Retainage:	
a. 3.00% of completed work	\$11,094.87
b. 0.00% of stored material	\$0.00
Total retainage (Line 5a + 5b or total in column I of detail sheet)	\$11,094.87
6. Total earned less retainage (Line 4 less Line 5 Total)	\$358,734.13
7. Less previous certificates for payment (Line 6 from prior certificate)	\$349,614.19
8. Current payment due:	\$9,119.94
9. Balance to finish, including retainage (Line 3 less Line 6)	\$64,140.92

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner/Client:	\$9,467.05	\$0.00
Total approved this month:	\$0.00	\$0.00
Totals:	\$9,467.05	\$0.00
Net change by change orders:	\$9,467.05	

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

SUBCONTRACTOR: Cunningham, Inc.

By: _____

State of:

County of:

Subscribed and sworn to before
me this _____ day of _____

Notary Public:

My commission expires: _____

Contract #SC-003 City H... ⋮ ✕

New Workflow Started
2/25/2026 at 3:20 PM CST

Workflow:
Commitment Invoicing w/Secondary Review

PM Review
3/2/2026 at 11:37 AM CST

Decision Type
First responder decides ?

Result
Responders agree

Responded

- v PM
- > ✔ Drew Johnson: Secondary Review

Secondary Review
3/4/2026 at 11:13 AM CST

Decision Type
First responder decides ?

Result
Responders agree

Responded

- v Designer
- > ✔ Thomas Thatcher: Approve

Approved
3/4/2026 at 11:13 AM CST

Document SUMMARY SHEET, APPLICATION AND CERTIFICATE FOR PAYMENT, containing

APPLICATION NUMBER: 6

Contractor's signed Certification is attached.

APPLICATION DATE: 02/26/2026

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

PERIOD: 02/01/26 - 02/28/26

Contract Lines

A	B	C	D	E	F	G		H	I	
ITEM NO.	BUDGET CODE	DESCRIPTION OF WORK	SCHEDULED VALUE	APPROVED WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
				FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
1	23-230000.000.Subcontract BP#3 - Mechanical & Plumbing	Engineering/Submittals	\$47,735.00	\$42,960.00	\$2,350.00	\$0.00	\$45,310.00	94.92%	\$2,425.00	\$1,359.30
2	23-230000.000.Subcontract BP#3 - Mechanical & Plumbing	Bond	\$6,345.00	\$6,345.00	\$0.00	\$0.00	\$6,345.00	100.00%	\$0.00	\$190.35
3	23-230000.000.Subcontract BP#3 - Mechanical & Plumbing	Mobilization	\$17,475.00	\$12,700.00	\$2,000.00	\$0.00	\$14,700.00	84.12%	\$2,775.00	\$441.00
4	23-230000.000.Subcontract BP#3 - Mechanical & Plumbing	Demo Labor	\$6,805.00	\$6,805.00	\$0.00	\$0.00	\$6,805.00	100.00%	\$0.00	\$204.15
5	23-230000.000.Subcontract BP#3 - Mechanical & Plumbing	Demo Material	\$2,795.00	\$2,795.00	\$0.00	\$0.00	\$2,795.00	100.00%	\$0.00	\$83.85
6	23-230000.000.Subcontract BP#3 - Mechanical & Plumbing	UG Sanitary Material	\$2,755.00	\$2,755.00	\$0.00	\$0.00	\$2,755.00	100.00%	\$0.00	\$82.65
7	23-230000.000.Subcontract BP#3 - Mechanical & Plumbing	UG Sanitary Labor	\$6,415.00	\$6,415.00	\$0.00	\$0.00	\$6,415.00	100.00%	\$0.00	\$192.45
8	23-230000.000.Subcontract BP#3 - Mechanical & Plumbing	AG Sanitary Waste & Vent Material	\$2,110.00	\$2,110.00	\$0.00	\$0.00	\$2,110.00	100.00%	\$0.00	\$63.30
9	23-230000.000.Subcontract BP#3 - Mechanical & Plumbing	AG Sanitary Waste & Vent Labor	\$6,165.00	\$6,165.00	\$0.00	\$0.00	\$6,165.00	100.00%	\$0.00	\$184.95
10	23-230000.000.Subcontract BP#3 - Mechanical & Plumbing	Domestic Water Material	\$3,120.00	\$3,120.00	\$0.00	\$0.00	\$3,120.00	100.00%	\$0.00	\$93.60
11	23-230000.000.Subcontract BP#3 - Mechanical & Plumbing	Domestic Water Labor	\$8,320.00	\$8,320.00	\$0.00	\$0.00	\$8,320.00	100.00%	\$0.00	\$249.60
12	23-230000.000.Subcontract BP#3 - Mechanical & Plumbing	Plumbing Fixtures Material	\$11,490.00	\$2,200.00	\$2,400.00	\$0.00	\$4,600.00	40.03%	\$6,890.00	\$138.00

A	B	C	D	E	F	G		H	I									
						ITEM NO.	BUDGET CODE			DESCRIPTION OF WORK	SCHEDULED VALUE	APPROVED WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
												FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
13	23-230000.000.Subcontract BP#3 - Mechanical & Plumbing	Plumbing Fixtures Labor	\$5,780.00	\$1,100.00	\$0.00	\$0.00	\$1,100.00	19.03%	\$4,680.00	\$33.00								
14	23-230000.000.Subcontract BP#3 - Mechanical & Plumbing	Plumbing Equipment Material	\$3,735.00	\$3,735.00	\$0.00	\$0.00	\$3,735.00	100.00%	\$0.00	\$112.05								
15	23-230000.000.Subcontract BP#3 - Mechanical & Plumbing	Plumbing Equipment Labor	\$4,908.00	\$4,908.00	\$0.00	\$0.00	\$4,908.00	100.00%	\$0.00	\$147.24								
16	23-230000.000.Subcontract BP#3 - Mechanical & Plumbing	Metal Ducts Materials	\$25,390.00	\$25,390.00	\$0.00	\$0.00	\$25,390.00	100.00%	\$0.00	\$761.70								
17	23-230000.000.Subcontract BP#3 - Mechanical & Plumbing	Metal Ducts Shop Labor	\$22,390.00	\$22,390.00	\$0.00	\$0.00	\$22,390.00	100.00%	\$0.00	\$671.70								
18	23-230000.000.Subcontract BP#3 - Mechanical & Plumbing	Metal Ducts Field Labor	\$34,113.00	\$34,113.00	\$0.00	\$0.00	\$34,113.00	100.00%	\$0.00	\$1,023.39								
19	23-230000.000.Subcontract BP#3 - Mechanical & Plumbing	Air Duct Accessories Materials	\$1,490.00	\$1,490.00	\$0.00	\$0.00	\$1,490.00	100.00%	\$0.00	\$44.70								
20	23-230000.000.Subcontract BP#3 - Mechanical & Plumbing	Air Duct Accessories Labor	\$1,200.00	\$1,200.00	\$0.00	\$0.00	\$1,200.00	100.00%	\$0.00	\$36.00								
21	23-230000.000.Subcontract BP#3 - Mechanical & Plumbing	HVAC Power Ventilators Materials	\$1,015.00	\$1,015.00	\$0.00	\$0.00	\$1,015.00	100.00%	\$0.00	\$30.45								
22	23-230000.000.Subcontract BP#3 - Mechanical & Plumbing	HVAC Power Ventilators Labor	\$276.00	\$276.00	\$0.00	\$0.00	\$276.00	100.00%	\$0.00	\$8.28								
23	23-230000.000.Subcontract BP#3 - Mechanical & Plumbing	Air Terminal Units Materials	\$8,675.00	\$8,675.00	\$0.00	\$0.00	\$8,675.00	100.00%	\$0.00	\$260.25								
24	23-230000.000.Subcontract BP#3 - Mechanical & Plumbing	Air Terminal Units Labor	\$2,208.00	\$2,208.00	\$0.00	\$0.00	\$2,208.00	100.00%	\$0.00	\$66.24								
25	23-230000.000.Subcontract BP#3 - Mechanical & Plumbing	Air Outlets and Inlets Materials	\$4,200.00	\$0.00	\$4,200.00	\$0.00	\$4,200.00	100.00%	\$0.00	\$126.00								
26	23-230000.000.Subcontract	Air Outlets and Inlets Labor	\$4,106.00	\$0.00	\$2,106.00	\$0.00	\$2,106.00	51.29%	\$2,000.00	\$63.18								

A ITEM NO.	B BUDGET CODE	DESCRIPTION OF WORK	C SCHEDULED VALUE	D APPROVED WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D + E + F)	H % (G / C)	I BALANCE TO FINISH (C - G)	RETAINAGE
				FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
	BP#3 - Mechanical & Plumbing									
27	23-230000.000.Subcontract BP#3 - Mechanical & Plumbing	RTU Materials	\$78,980.00	\$78,980.00	\$0.00	\$0.00	\$78,980.00	100.00%	\$0.00	\$2,369.40
28	23-230000.000.Subcontract BP#3 - Mechanical & Plumbing	RTU Labor	\$4,622.00	\$4,622.00	\$0.00	\$0.00	\$4,622.00	100.00%	\$0.00	\$138.66
29	23-230000.000.Subcontract BP#3 - Mechanical & Plumbing	Unit Heaters Materials	\$2,000.00	\$1,730.00	\$270.00	\$0.00	\$2,000.00	100.00%	\$0.00	\$60.00
30	23-230000.000.Subcontract BP#3 - Mechanical & Plumbing	Unit Heaters Labor	\$276.00	\$0.00	\$276.00	\$0.00	\$276.00	100.00%	\$0.00	\$8.28
31	23-230000.000.Subcontract BP#3 - Mechanical & Plumbing	Subcontractor - Baker Group	\$71,273.00	\$57,625.00	\$0.00	\$0.00	\$57,625.00	80.85%	\$13,648.00	\$1,728.75
32	23-230000.000.Subcontract BP#3 - Mechanical & Plumbing	Subcontractor - Iowa Insulation	\$9,894.00	\$4,080.00	\$0.00	\$0.00	\$4,080.00	41.24%	\$5,814.00	\$122.40
33	23-230000.000.Subcontract BP#3 - Mechanical & Plumbing	Subcontractor - Flow Tech	\$5,347.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$5,347.00	\$0.00
TOTALS:			\$413,408.00	\$356,227.00	\$13,602.00	\$0.00	\$369,829.00	89.46%	\$43,579.00	\$11,094.87

Change Orders

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D APPROVED WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D + E + F)	H % (G / C)	I BALANCE TO FINISH (C - G)	RETAINAGE	
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD						
34	CCO #001 Cunningham CO#1									
34.1	PCO #001 CO#1 Contract Schedule Update									
34.1.1	23-230000.000.Subcontract BP#3 - Mechanical & Plumbing	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	
35	CCO #002 Cunningham CO#2									
35.1	PCO #002 CO#2 - Cunningham									
35.1.1	23-230000.000.Subcontract BP#3 - Mechanical & Plumbing RFI #5 Toilet Substitution	\$353.47	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$353.47	\$0.00	
35.1.2	23-230000.000.Subcontract BP#3 - Mechanical & Plumbing RFI #13 Roof Drain Insulation Repair	\$851.18	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$851.18	\$0.00	
35.1.3	23-230000.000.Subcontract BP#3 - Mechanical & Plumbing Restroom 104 Floor Drain and Vent Addition	\$768.37	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$768.37	\$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					
35.1.4	23-230000.000.Subcontract BP#3 - Mechanical & Plumbing Smith Sewer Sanitary Main Unclogging	\$737.49	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$737.49	\$0.00
36	CCO #003 CO#3 Cunningham								
36.1	PCO #003 CO#3 Cunningham								
36.1.1	23-230000.000.Subcontract BP#3 - Mechanical & Plumbing Existing RTU 15 HVAC modifications	\$3,558.85	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$3,558.85	\$0.00
36.1.2	23-230000.000.Subcontract BP#3 - Mechanical & Plumbing RFI #27 Vent Line Size Increase	\$1,957.17	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$1,957.17	\$0.00
36.1.3	23-230000.000.Subcontract BP#3 - Mechanical & Plumbing RFI #35 Pressure Reducing Valve Lower Level Water Main	\$1,240.52	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$1,240.52	\$0.00
TOTALS:		\$9,467.05	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$9,467.05	\$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:		\$422,875.05	\$356,227.00	\$13,602.00	\$0.00	\$369,829.00	87.46%	\$53,046.05	\$11,094.87

WAIVER OF LIEN TO DATE

STATE OF Iowa)
) ss:
COUNTY OF _____)

Project Name: Clive City Hall

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

The undersigned, for and in consideration of the sum of \$ 161,875.54 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 3 day of MARCH, 2026.

Cunningham Inc
808 South Market Street
Oskaloosa, IA 52577

By:



Conan Mackey CFO



Memo

TO: Mayor and Council members

FROM: Matt McQuillen, City Manager

DATE: March 12, 2026

RE: Approve Pay Request #6 - NAI Electrical - City Hall Remodel Phase 2 Project - \$32,872.30

SYNOPSIS:

Staff is recommending approval of pay request #6 to NAI Electrical for construction completed on phase 2 of the City Hall Renovation Project. NAI Electrical is responsible for Prime Contract #4 – Electrical and Low Voltage. The pay request was reviewed by the City’s Construction Manager and Architect prior to this consideration for approval.

Prime Construction Contract #4 – Electrical and Low Voltage

Contract Amount	\$ 216,160.00	Contract Approved 8/28/25
Change Order #1	No Cost	Approved by CM 11/3/25
Change Order #2	\$ 10,850.00	Approved by CM 12/1/25
Change Order #3	\$ 3,187.92	Approved by CM 1/21/26
Change Order #4	\$ 3,299.97	Approved by CM 2/24/26

Revised Contract Amount \$ 233,497.89

Pay Request #1	\$ 2,667.50	Approved 10/9/25
Pay Request #2	\$ 24,067.64	Approved 11/13/25
Pay Request #3	\$ 38,268.44	Approved 12/11/25
Pay Request #4	\$ 76,116.87	Approved 1/8/26
Pay Request #5	\$ 44,469.65	Approved 2/12/26
Pay Request #6	\$ 32,872.30	
Balance Remaining	\$ 15,035.49	

3% Retainage Held \$ 6,756.57

Total – Pay Request #6 \$ 32,872.30

Acct # 350-5750-6799

Attachments:

1. Clive City Hall P2 - NAI Pay App 6

TO CONTRACTOR:

PROJECT:

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

APPLICATION NO: 6

INVOICE NO: 25011-006

PERIOD: 02/01/26 - 02/28/26

PROJECT NO: 25011

CONTRACT NO: SC-004 City Hall Phase 2

CONTRACT DATE: 08/28/2025

CERTIFICATE DATE: 03/04/2026

SUBMITTED DATE:

FROM SUBCONTRACTOR:

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

SUBCONTRACT FOR: BP#4 Electrical

SUBCONTRACTOR'S APPLICATION FOR PAYMENT

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

1. Original Contract Sum	\$216,160.00
2. Net change by change orders	\$17,337.89
3. Contract Sum to date (Line 1 ± 2)	\$233,497.89
4. Total completed and stored to date (Column G on detail sheet)	\$225,218.97
5. Retainage:	
a. 3.00% of completed work	\$6,756.57
b. 0.00% of stored material	\$0.00
Total retainage (Line 5a + 5b or total in column I of detail sheet)	\$6,756.57
6. Total earned less retainage (Line 4 less Line 5 Total)	\$218,462.40
7. Less previous certificates for payment (Line 6 from prior certificate)	\$185,590.10
8. Current payment due:	\$32,872.30
9. Balance to finish, including retainage (Line 3 less Line 6)	\$15,035.49

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner/Client:	\$14,037.92	\$0.00
Total approved this month:	\$3,299.97	\$0.00
Totals:	\$17,337.89	\$0.00
Net change by change orders:	\$17,337.89	

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

SUBCONTRACTOR: Nikkel and Associates, Inc.

By: _____

State of: _____

County of: _____

Subscribed and sworn to before
me this _____ day of _____

Notary Public: _____

My commission expires: _____

Contract #SC-004 City H...

New Workflow Started
2/25/2026 at 4:40 PM CST

Workflow:
Commitment Invoicing w/Secondary Review

PM Review
3/2/2026 at 11:45 AM CST

Decision Type
First responder decides

Result
Responders agree

Responded

- ✓ PM
- > ✓ Drew Johnson: Secondary Review

Secondary Review
3/4/2026 at 11:12 AM CST

Decision Type
First responder decides

Result
Responders agree

Responded

- ✓ Designer
- > ✓ Thomas Thatcher: Approve

Approved
3/4/2026 at 11:12 AM CST

Document SUMMARY SHEET, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification is attached.
 Use Column I on Contracts where variable retainage for line items apply.

APPLICATION NUMBER: 6

APPLICATION DATE: 02/26/2026

PERIOD: 02/01/26 - 02/28/26

Contract Lines

ITEM NO.	BUDGET CODE	DESCRIPTION OF WORK	SCHEDULED VALUE	APPROVED WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	%(G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
				FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
1	26-260000.000.Subcontract BP#4 Electrical	BOND, PERMIT	\$201.00	\$201.00	\$0.00	\$0.00	\$201.00	100.00%	\$0.00	\$6.03
2	26-260000.000.Subcontract BP#4 Electrical	START-UP AND MOBILIZATION MATERIALS	\$8,077.00	\$8,077.00	\$0.00	\$0.00	\$8,077.00	100.00%	\$0.00	\$242.31
3	26-260000.000.Subcontract BP#4 Electrical	START-UP AND MOBILIZATION LABOR	\$379.00	\$379.00	\$0.00	\$0.00	\$379.00	100.00%	\$0.00	\$11.37
4	26-260000.000.Subcontract BP#4 Electrical	TEMPORARY MATERIALS	\$300.00	\$300.00	\$0.00	\$0.00	\$300.00	100.00%	\$0.00	\$9.00
5	26-260000.000.Subcontract BP#4 Electrical	TEMPORARY LABOR	\$400.00	\$400.00	\$0.00	\$0.00	\$400.00	100.00%	\$0.00	\$12.00
6	26-260000.000.Subcontract BP#4 Electrical	DEMO MATERIALS	\$680.00	\$680.00	\$0.00	\$0.00	\$680.00	100.00%	\$0.00	\$20.40
7	26-260000.000.Subcontract BP#4 Electrical	DEMO LABOR	\$10,726.00	\$10,726.00	\$0.00	\$0.00	\$10,726.00	100.00%	\$0.00	\$321.78
8	26-260000.000.Subcontract BP#4 Electrical	GEAR MATERIALS	\$10,461.00	\$10,461.00	\$0.00	\$0.00	\$10,461.00	100.00%	\$0.00	\$313.83
9	26-260000.000.Subcontract BP#4 Electrical	GEAR LABOR	\$1,408.00	\$1,000.00	\$300.00	\$0.00	\$1,300.00	92.33%	\$108.00	\$39.00
10	26-260000.000.Subcontract BP#4 Electrical	CONDUIT MATERIALS	\$13,492.00	\$13,492.00	\$0.00	\$0.00	\$13,492.00	100.00%	\$0.00	\$404.76
11	26-260000.000.Subcontract BP#4 Electrical	CONDUIT LABOR	\$28,173.00	\$28,173.00	\$0.00	\$0.00	\$28,173.00	100.00%	\$0.00	\$845.19
12	26-260000.000.Subcontract BP#4 Electrical	INTERIOR LIGHTING MATERIAL	\$9,258.00	\$9,258.00	\$0.00	\$0.00	\$9,258.00	100.00%	\$0.00	\$277.74
13	26-260000.000.Subcontract BP#4 Electrical	INTERIOR LIGHTING LABOR	\$9,606.00	\$7,000.00	\$1,645.00	\$0.00	\$8,645.00	90.00%	\$961.00	\$259.35
14	26-260000.000.Subcontract BP#4 Electrical	DEVICES MATERIAL	\$13,348.00	\$13,348.00	\$0.00	\$0.00	\$13,348.00	100.00%	\$0.00	\$400.44
15	26-260000.000.Subcontract BP#4 Electrical	DEVICES LABOR	\$5,098.00	\$2,544.08	\$2,000.00	\$0.00	\$4,544.08	89.13%	\$553.92	\$136.32
16	26-260000.000.Subcontract	WIRE MATERIAL	\$20,575.00	\$19,650.00	\$925.00	\$0.00	\$20,575.00	100.00%	\$0.00	\$617.25

ITEM NO.	BUDGET CODE	DESCRIPTION OF WORK	SCHEDULED VALUE	APPROVED WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
				FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
					BP#4 Electrical					
17	26-260000.000.Subcontract BP#4 Electrical	WIRE LABOR	\$9,889.00	\$3,304.00	\$6,090.00	\$0.00	\$9,394.00	94.99%	\$495.00	\$281.82
18	26-260000.000.Subcontract BP#4 Electrical	FIRE ALARM MATERIALS	\$7,884.00	\$7,884.00	\$0.00	\$0.00	\$7,884.00	100.00%	\$0.00	\$236.52
19	26-260000.000.Subcontract BP#4 Electrical	FIRE ALARM LABOR	\$4,062.00	\$1,600.00	\$2,056.00	\$0.00	\$3,656.00	90.00%	\$406.00	\$109.68
20	26-260000.000.Subcontract BP#4 Electrical	STRUCTURED CABLING MATERIALS	\$9,041.00	\$5,258.00	\$3,783.00	\$0.00	\$9,041.00	100.00%	\$0.00	\$271.23
21	26-260000.000.Subcontract BP#4 Electrical	STRUCTURED CABLING LABOR	\$12,047.00	\$2,370.00	\$8,472.00	\$0.00	\$10,842.00	90.00%	\$1,205.00	\$325.26
22	26-260000.000.Subcontract BP#4 Electrical	A/V MATERIALS	\$18,701.00	\$18,701.00	\$0.00	\$0.00	\$18,701.00	100.00%	\$0.00	\$561.03
23	26-260000.000.Subcontract BP#4 Electrical	A/V LABOR	\$1,890.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$1,890.00	\$0.00
24	26-260000.000.Subcontract BP#4 Electrical	VIDEO MANAGEMENT MATERIAL	\$5,434.00	\$2,170.00	\$2,992.00	\$0.00	\$5,162.00	94.99%	\$272.00	\$154.86
25	26-260000.000.Subcontract BP#4 Electrical	VIDEO MANAGEMENT LABOR	\$56.00	\$56.00	\$0.00	\$0.00	\$56.00	100.00%	\$0.00	\$1.68
26	26-260000.000.Subcontract BP#4 Electrical	INTRUSION DETECTION MATERIAL	\$13,918.00	\$12,000.00	\$530.00	\$0.00	\$12,530.00	90.03%	\$1,388.00	\$375.90
27	26-260000.000.Subcontract BP#4 Electrical	INTRUSION DETECTION LABOR	\$56.00	\$0.00	\$56.00	\$0.00	\$56.00	100.00%	\$0.00	\$1.68
28	26-260000.000.Subcontract BP#4 Electrical	CLOSE OUT DOCUMENTS	\$1,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$1,000.00	\$0.00
TOTALS:			\$216,160.00	\$179,032.08	\$28,849.00	\$0.00	\$207,881.08	96.17%	\$8,278.92	\$6,236.43

Change Orders

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					
			29	CCO #001 NAI CO#1					
29.1	PCO #001 CO#1 Contract Schedule Update								
29.1.1	26-260000.000.Subcontract BP#4 Electrical	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00
30	CCO #002 NAI CO#2								

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					
30.1	PCO #002 CO#2 - NAI								
30.1.1	26-260000.000.Subcontract BP#4 Electrical ITC 02 - Fire Alarm AHJ Comments	\$1,740.00	\$0.00	\$1,740.00	\$0.00	\$1,740.00	100.00%	\$0.00	\$52.20
30.1.2	26-260000.000.Subcontract BP#4 Electrical Trenching & Cabling	\$9,110.00	\$9,110.00	\$0.00	\$0.00	\$9,110.00	100.00%	\$0.00	\$273.30
31	CCO #003 CO#3 NAI								
31.1	PCO #003 CO#3 NAI								
31.1.1	26-260000.000.Subcontract BP#4 Electrical North Vestibule Card Reader Relocation	\$2,054.92	\$2,054.92	\$0.00	\$0.00	\$2,054.92	100.00%	\$0.00	\$61.65
31.1.2	26-260000.000.Subcontract BP#4 Electrical Underslab Parking Lot Light Conduit Repairs	\$1,133.00	\$1,133.00	\$0.00	\$0.00	\$1,133.00	100.00%	\$0.00	\$33.99
32	CCO #004 NAI CO#4								
32.1	PCO #004 CO#4 NAI								
32.1.1	26-260000.000.Subcontract BP#4 Electrical Restroom 104 Junction Box Relocation	\$1,705.51	\$0.00	\$1,705.51	\$0.00	\$1,705.51	100.00%	\$0.00	\$51.17
32.1.2	26-260000.000.Subcontract BP#4 Electrical RFI #38 Telecom Cabling Brand	\$1,594.46	\$0.00	\$1,594.46	\$0.00	\$1,594.46	100.00%	\$0.00	\$47.83
TOTALS:		\$17,337.89	\$12,297.92	\$5,039.97	\$0.00	\$17,337.89	100.00%	\$0.00	\$520.14

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:		\$233,497.89	\$191,330.00	\$33,888.97	\$0.00	\$225,218.97	96.45%	\$8,278.92	\$6,756.57



AIA Document G702™ - 1992

Application and Certificate for Payment

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

FROM CONTRACTOR:
 Nikkel & Associates, Inc.
 2730 Ford Street, Suite 101
 Ames, IA 50010-6442

PROJECT:
 City of Clive City Hall Phase
 2 Remodel
 1900 NW 114th St

VIA ARCHITECT:
 L1413

APPLICATION NO: 6
PERIOD TO: 2/28/2026
CONTRACT FOR: City of Clive City Hall Phase
CONTRACT DATE: 8/28/2025
PROJECT NOS: CITY HALL PH 2
INVOICE NO: 76257

Distribution to:
 OWNER
 ARCHITECT
 CONTRACTOR
 FIELD
 OTHER

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM \$ 216,160.00
 2. NET CHANGE BY CHANGE ORDERS \$ 17,337.89
 3. CONTRACT SUM TO DATE (Line 1 ± 2) \$ 233,497.89
 4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) \$ 225,218.97
 5. RETAINAGE:
 - a. 3% of Completed Work
 (Columns D + E on G703) \$ 6,756.57
 - b. 0% of Stored Material
 (Column F on G703) \$ 0.00
- Total Retainage (Lines 5a + 5b, or Total in Column I of G703) \$ 6,756.57
6. TOTAL EARNED LESS RETAINAGE \$ 218,462.40
 (Line 4 minus Line 5 Total)
 7. LESS PREVIOUS CERTIFICATES FOR PAYMENT \$ 185,590.10
 (Line 6 from prior Certificate)
 8. CURRENT PAYMENT DUE \$ 32,872.30
 9. BALANCE TO FINISH, INCLUDING RETAINAGE
 (Line 3 minus Line 6) \$ 15,035.49

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$ 14,037.92	\$ 0.00
Total approved this month	\$ 3,299.97	\$ 0.00
TOTAL	\$ 17,337.89	\$ 0.00
NET CHANGES by Change Order	\$ 17,337.89	

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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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: Nikkel & Associates, Inc.
 By: *[Signature]*
 State of: IA
 County of: Story
 Subscribed and sworn to before me this *gsh* day of *February* 2026

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

LYDIA SHARAR
 Commission Number 824668
 My Commission Expires *4/6/26*

ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED \$

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

ARCHITECT:
 By: _____ Date: _____

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

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK BILLED		F MATERIALS STORED THIS PERIOD	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H BALANCE TO FINISH (C-G)	I RETAINAGE
			FROM PREV. APPLICATION (D+E+F)	THIS PERIOD				
1	Bond, Permit	201.00	201.00	0.00	0.00	201.00	0.00	6.03
2M	Start-Up and Mobilization Materials	8,077.00	8,077.00	0.00	0.00	8,077.00	0.00	242.31
2L	Start-Up and Mobilization Labor	379.00	379.00	0.00	0.00	379.00	0.00	11.37
3M	Temporary Materials	300.00	300.00	0.00	0.00	300.00	0.00	9.00
3L	Temporary Labor	400.00	400.00	0.00	0.00	400.00	0.00	12.00
4M	Demo Materials	680.00	680.00	0.00	0.00	680.00	0.00	20.40
4L	Demo Labor	10,726.00	10,726.00	0.00	0.00	10,726.00	0.00	321.78
5M	Gear Materials	10,461.00	10,461.00	0.00	0.00	10,461.00	0.00	313.83
5L	Gear Labor	1,408.00	1,000.00	300.00	0.00	1,300.00	108.00	39.00
6M	Conduit Materials	13,492.00	13,492.00	0.00	0.00	13,492.00	0.00	404.76
6L	Conduit Labor	28,173.00	28,173.00	0.00	0.00	28,173.00	0.00	845.19
7M	Interior Lighting Material	9,258.00	9,258.00	0.00	0.00	9,258.00	0.00	277.74
7L	Interior Lighting Labor	9,606.00	7,000.00	1,645.00	0.00	8,645.00	961.00	259.35
8M	Devices Material	13,348.00	13,348.00	0.00	0.00	13,348.00	0.00	400.44
8L	Devices Labor	5,098.00	2,544.08	2,000.00	0.00	4,544.08	553.92	136.32
9M	Wire Material	20,575.00	19,650.00	925.00	0.00	20,575.00	0.00	617.25
9L	Wire Labor	7,884.00	3,304.00	6,090.00	0.00	9,394.00	495.00	281.82
10M	Fire Alarm Materials	7,884.00	7,884.00	0.00	0.00	7,884.00	0.00	236.52
10L	Fire Alarm Labor	4,062.00	1,600.00	2,056.00	0.00	3,656.00	406.00	109.68
11M	Structured Cabling Materials	9,041.00	5,258.00	3,783.00	0.00	9,041.00	0.00	271.23
11L	Structured Cabling Labor	12,047.00	2,370.00	8,472.00	0.00	10,842.00	1,205.00	325.26
12M	A/V Materials	18,701.00	18,701.00	0.00	0.00	18,701.00	0.00	561.03
12L	A/V Labor	1,890.00	0.00	0.00	0.00	0.00	1,890.00	0.00
13M	Video Management Material	5,434.00	2,170.00	2,992.00	0.00	5,162.00	272.00	154.86
13L	Video Management Labor	56.00	56.00	0.00	0.00	56.00	0.00	1.68
14M	Intrusion Detection Material	13,918.00	12,000.00	530.00	0.00	12,530.00	1,388.00	375.90
14L	Intrusion Detection Labor	56.00	0.00	56.00	0.00	56.00	0.00	1.68
15	Close Out Documents - Min \$1000.00	1,000.00	0.00	0.00	0.00	0.00	1,000.00	0.00
Z2	CO#2	9,110.00	9,110.00	0.00	0.00	9,110.00	0.00	273.30
Z4	CO#4	1,740.00	0.00	1,740.00	0.00	1,740.00	0.00	52.20
Z1	CO# T/M	3,187.92	3,187.92	0.00	0.00	3,187.92	0.00	95.64
Z3	CO#3 T/M	3,299.97	0.00	3,299.97	0.00	3,299.97	0.00	99.00
	Totals	233,497.89	191,330.00	33,888.97	0.00	225,218.97	8,278.92	6,756.57

CONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT

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

On receipt by the undersigned of a check from City of Clive in the sum of THIRTY TWO THOUSAND EIGHT HUNDRED SEVENTY TWO DOLLARS AND 30 CENTS (32,872.30) payable to Nikkel & Associates, Inc., and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective to release any Mechanic's Lien, any state or federal statutory bond right, any private bond right, any claim for payment and any rights under any similar ordinance, rule or statute related to claim or payment rights for persons in the undersigned's position, the undersigned has on the above referenced project to the following extent.

This release covers a progress payment for all labor, services, equipment and materials furnished to the project site or to City of Clive through 2/28/2026 only and does not cover any retention, pending modifications and changes or items furnished after said date. Before any recipient of this document relies on it, that person should verify evidence of payment to the undersigned.

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

2-25-2026

(Date)

Chris Buhlman

(Signature)

General Manager

(Title)

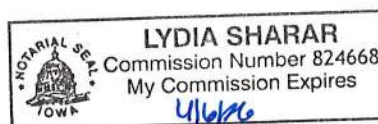
Nikkel & Associates, Inc.
dba : NAI Electrical Contractors

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

Iowa for the County of Story this 25

day of February, 2026.

(Place Notary Seal Here)





Memo

TO: Mayor and Council members

FROM: Alyssa Welling, Administrative Assistant

DATE: March 12, 2026

RE: Approve Pay Request #7 - Hansen Company - Linnan Park Construction Project - \$20,405.05

SYNOPSIS:

Staff recommends approval of Pay Request #7 to Hansen Company for the work completed to date on the Linnan Park Construction Project.

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

Pay Request #7: **\$20,405.05**

Total Requested to Date: **\$270,153.30**

Remaining contract amount: **\$447,417.70**

Attachments:

1. Hansen Pay Application January



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: 24-936-0126
Date: 1/31/2026
Job #: 24-936
Project: Linnan Park
8500 Alice Ave. Clive, IA

Vendor: CICL

PAY APPLICATION #7	\$	21,479.00
LESS 5% RETENTION	\$	(1,073.95)

AMOUNT DUE \$ 20,405.05

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: 7

Distribution to:

<input checked="" type="checkbox"/>	OWNER
<input type="checkbox"/>	ARCHITECT
<input type="checkbox"/>	CONTRACTOR
<input type="checkbox"/>	
<input type="checkbox"/>	

PERIOD TO: 1/31/2026

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

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

PROJECT NOS:

CONTRACT FOR: Linnan Park

CONTRACT DATE 4/23/2025

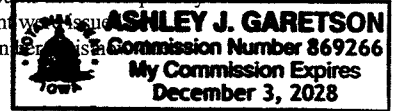
CONTRACTOR'S APPLICATION FOR PAYMENT

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)	\$	284,371.90
5. RETAINAGE:		
a. 5 % of Completed Work (Column D + E on G703)	\$	14,218.60
b. 5 % of Stored Material (Column F on G703)	\$	0.00
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$	14,218.60
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	\$	270,153.30
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	249,748.25
8. CURRENT PAYMENT DUE	\$	20,405.05
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	447,417.70

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 that payments received from the Owner, and that current payment shown on this Application is for Work performed by the Contractor.



CONTRACTOR: Hansen Company, Inc.

By: [Signature] Date: 2/2/2024

State of: Iowa County of: Polk
Subscribed and sworn to before me this 2nd day of February
Notary Public: [Signature]
My Commission expires: 12-3-2028

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

APPLICATION NO: 7

Contractor's signed certification is attached.

APPLICATION DATE: 1/31/2026

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

PERIOD TO: 1/31/2026

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

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	\$50,960.00	\$7,280.00		\$58,240.00	64.66%	\$31,829.00	\$2,912.00
2	Superintendent	\$186,899.00	\$64,580.00	\$5,610.00		\$70,190.00	37.56%	\$116,709.00	\$3,509.50
3	Project Coordinator	\$26,000.00	\$4,835.00	\$65.00		\$4,900.00	18.85%	\$21,100.00	\$245.00
4	Pre-Construction Manager	\$5,000.00	\$5,000.00			\$5,000.00	100.00%		\$250.00
5	Truck / Mileage	\$22,200.00	\$8,687.63	\$1,500.00		\$10,187.63	45.89%	\$12,012.37	\$509.38
6	Project Management Software	\$3,600.00	\$1,503.00	\$72.00		\$1,575.00	43.75%	\$2,025.00	\$78.75
7	Safety Expenses	\$9,000.00	\$1,750.00			\$1,750.00	19.44%	\$7,250.00	\$87.50
8	Temp Phones / Internet / Toilets	\$7,200.00	\$2,398.42	\$356.00		\$2,754.42	38.26%	\$4,445.58	\$137.72
9	Office Trailer	\$18,000.00	\$6,375.00			\$6,375.00	35.42%	\$11,625.00	\$318.75
10	Tools & Equipment	\$54,000.00	\$20,320.09			\$20,320.09	37.63%	\$33,679.91	\$1,016.00
11	Project Signage	\$2,000.00	\$2,000.00			\$2,000.00	100.00%		\$100.00
12	Dumpsters	\$35,000.00	\$7,120.00	\$399.00		\$7,519.00	21.48%	\$27,481.00	\$375.95
13	General Labor / Cleaning	\$31,000.00	\$3,250.00	\$1,230.00		\$4,480.00	14.45%	\$26,520.00	\$224.00
14	Layout / Staking	\$35,000.00	\$9,750.00			\$9,750.00	27.86%	\$25,250.00	\$487.50
15	Bid Document Pricing	\$2,979.00	\$2,011.14			\$2,011.14	67.51%	\$967.86	\$100.56
16	Temp. Fencing	\$29,250.00	\$18,800.00			\$18,800.00	64.27%	\$10,450.00	\$940.00
17	SWPPP	\$32,650.00	\$8,060.00	\$300.00		\$8,360.00	25.60%	\$24,290.00	\$418.00
18	General Liability Insurance	\$5,958.00	\$2,115.80	\$167.00		\$2,282.80	38.31%	\$3,675.20	\$114.14
19	Fee	\$121,766.00	\$43,376.82	\$4,500.00		\$47,876.82	39.32%	\$73,889.18	\$2,393.84
20									
21									
22									
23									
24									
25									
PAGE 1 TOTALS		\$717,571.00	\$262,892.90	\$21,479.00	\$0.00	\$284,371.90	39.63%	\$433,199.10	\$14,218.60

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: March 12, 2026

RE: Approve Pay Request #8 - Hansen Company - Linnan Park Construction Project - \$39,469.00

SYNOPSIS:

Staff recommends approval of Pay Request #8 to Hansen Company for the work completed to date on the Linnan Park Construction Project.

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

Pay Request #8: **\$39,469.00**

Total Requested to Date: **\$309,622.30**

Remaining contract amount: **\$407,948.70**

Attachments:

1. Hansen - Pay App 8 0226



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: 24-936-0226
Date: 2/28/2026
Job #: 24-936
Project: Linnan Park
8500 Alice Ave. Clive, IA

Vendor: CICL

PAY APPLICATION #8	\$	41,546.31
LESS 5% RETENTION	\$	(2,077.32)

AMOUNT DUE \$ 39,469.00

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: 8

Distribution to:

<input checked="" type="checkbox"/>	OWNER
<input type="checkbox"/>	ARCHITECT
<input type="checkbox"/>	CONTRACTOR
<input type="checkbox"/>	
<input type="checkbox"/>	

PERIOD TO: 2/28/2026

PROJECT NOS:

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

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

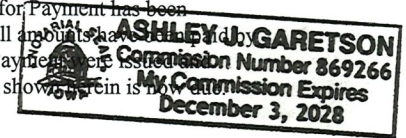
CONTRACT DATE 4/23/2025

CONTRACT FOR: Linnan Park

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.

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 to the Contractor for Work for which previous Certificates for Payment were issued, that no payments received from the Owner, and that current payment shown herein is now due.



1. ORIGINAL CONTRACT SUM	\$	<u>717,571.00</u>
2. Net change by Change Orders	\$	<u>0.00</u>
3. CONTRACT SUM TO DATE (Line 1 ± 2)	\$	<u>717,571.00</u>
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$	<u>325,918.21</u>
5. RETAINAGE:		
a. 5 % of Completed Work (Column D + E on G703)	\$	<u>16,295.91</u>
b. 5 % of Stored Material (Column F on G703)	\$	<u>0.00</u>
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$	<u>16,295.91</u>
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	\$	<u>309,622.30</u>
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	<u>270,153.30</u>
8. CURRENT PAYMENT DUE	\$	<u>39,469.00</u>
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	<u>407,948.70</u>

CONTRACTOR: Hansen Company, Inc.

By: [Signature] Date: 3/2/2026

State of: Iowa
Subscribed and sworn to before me this 2nd day of March
Notary Public: [Signature]
My Commission expires: 12-3-28

ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED \$ _____

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

By: _____ Date: _____

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

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	

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.

APPLICATION NO: 8
 APPLICATION DATE: 2/28/2026
 PERIOD TO: 2/28/2026
 ARCHITECT'S PROJECT NO:

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

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

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	\$58,240.00	\$8,320.00		\$66,560.00	73.90%	\$23,509.00	\$3,328.00
2	Superintendent	\$186,899.00	\$70,190.00	\$13,640.00		\$83,830.00	44.85%	\$103,069.00	\$4,191.50
3	Project Coordinator	\$26,000.00	\$4,900.00	\$195.00		\$5,095.00	19.60%	\$20,905.00	\$254.75
4	Pre-Construction Manager	\$5,000.00	\$5,000.00	\$0.00		\$5,000.00	100.00%		\$250.00
5	Truck / Mileage	\$22,200.00	\$10,187.63	\$1,565.85		\$11,753.48	52.94%	\$10,446.52	\$587.67
6	Project Management Software	\$3,600.00	\$1,575.00	\$144.00		\$1,719.00	47.75%	\$1,881.00	\$85.95
7	Safety Expenses	\$9,000.00	\$1,750.00	\$350.00		\$2,100.00	23.33%	\$6,900.00	\$105.00
8	Temp Phones / Internet / Toilets	\$7,200.00	\$2,754.42	\$262.80		\$3,017.22	41.91%	\$4,182.78	\$150.86
9	Office Trailer	\$18,000.00	\$6,375.00	\$1,500.00		\$7,875.00	43.75%	\$10,125.00	\$393.75
10	Tools & Equipment	\$54,000.00	\$20,320.09	\$6,850.00		\$27,170.09	50.31%	\$26,829.91	\$1,358.50
11	Project Signage	\$2,000.00	\$2,000.00			\$2,000.00	100.00%		\$100.00
12	Dumpsters	\$35,000.00	\$7,519.00	\$961.16		\$8,480.16	24.23%	\$26,519.84	\$424.01
13	General Labor / Cleaning	\$31,000.00	\$4,480.00	\$517.50		\$4,997.50	16.12%	\$26,002.50	\$249.88
14	Layout / Staking	\$35,000.00	\$9,750.00	\$1,250.00		\$11,000.00	31.43%	\$24,000.00	\$550.00
15	Bid Document Pricing	\$2,979.00	\$2,011.14			\$2,011.14	67.51%	\$967.86	\$100.56
16	Temp. Fencing	\$29,250.00	\$18,800.00			\$18,800.00	64.27%	\$10,450.00	\$940.00
17	SWPPP	\$32,650.00	\$8,360.00	\$300.00		\$8,660.00	26.52%	\$23,990.00	\$433.00
18	General Liability Insurance	\$5,958.00	\$2,282.80	\$390.00		\$2,672.80	44.86%	\$3,285.20	\$133.64
19	Fee	\$121,766.00	\$47,876.82	\$5,300.00		\$53,176.82	43.67%	\$68,589.18	\$2,658.84
20									
21									
22									
23									
24									
25									
PAGE 1 TOTALS		\$717,571.00	\$284,371.90	\$41,546.31	\$0.00	\$325,918.21	45.42%	\$391,652.79	\$16,295.92

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: Jim Hagelie, Engineering Services Administrator

DATE: March 12, 2026

RE: Approve Pay Request #9 - Concrete Technologies, Inc. - Alice's Road Phase 1A Reconstruction Project - \$157,334.78

SYNOPSIS:

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

Pay Estimate #9 - \$157,334.78

A breakdown of the contract status is as follows:

Contract Amount	-	\$4,481,036.07
Paid to Date	-	<u>\$2,900,122.17</u>
Contract Remaining	-	\$1,580,913.90

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

Attachments:

1. Pay Request #9



City of Clive

Payment Invoice

Alice's road Improvements, Phase 1A

Description	Alice's Road Reconstruction Between Horizon Dr. to Dellwood Dr.
Payment Number	9
Pay Period	11/02/2025 to 02/28/2026
Approval Date	03/12/2026
Prime Contractor	CTI-01 1001 SE 37th St. Grimes, IA 50111
Payment Status	Approved
Awarded Project Amount	\$4,294,120.31
Authorized Amount	\$4,481,036.07

Line Number	Item	Unit	Current Paid Quantity	Unit Price	Amount
Section: 1 Description					
0170	25-017	LF	36.000	\$74.750	\$2,691.00
Storm Sewer, Trenched, Class 3 RCP, 18 in					
0290	25-029	EACH	1.000	\$424.000	\$424.00
Footing for Concrete Pipe, RCP, 18"					
0300	25-030	EACH	3.000	\$555.000	\$1,665.00
Footing for Concrete Pipe, RCP, 24"					
0320	25-032	Each	1.000	\$1,210.000	\$1,210.00
Footing for Concrete Pipe, RCP, 66"					
0330	25-033	EACH	1.000	\$262.500	\$262.50
Pipe Apron Guard, RCP, 18"					
0340	25-034	EACH	1.000	\$373.500	\$373.50
					Project Total: \$191,931.35

Line Number	Item	Unit	Current Paid Quantity	Unit Price	Amount
	Pipe Apron Guard, RCP, 24"				
0360	25-036	LF	-1,700.000	\$14.100	-\$23,970.00
	Subdrain, Type 1, 6 in				
0640	25-064	SY	424.980	\$55.750	\$23,692.64
	Temporary Pavement				
0670	25-067	SY	329.330	\$72.500	\$23,876.43
	Concrete Median, Maintenance Curb				
0690	25-069	SY	195.000	\$10.100	\$1,969.50
	Removal of Sidewalk and Shared Use Path				
0700	25-070	SY	887.000	\$10.100	\$8,958.70
	Removal of Driveway				
0710	25-071	SY	548.100	\$47.450	\$26,007.34
	Shared Use Path, PCC, 6"				
0720	25-072	SY	626.670	\$3.050	\$1,911.34
	Special Subgrade Preparation for Shared Use Path				
0730	25-073	SY	17.600	\$76.750	\$1,350.80
	Sidewalk, PCC, 6"				
0740	25-074	SF	80.000	\$51.500	\$4,120.00
	Detectable Warnings				
0750	25-075	SY	705.690	\$53.500	\$37,754.41
	Driveway, Paved, PCC 6"				
0770	25-076	SY	329.680	\$45.450	\$14,983.96
	Driveway, Granular, 6"				
0780	25-078	LS	0.250	\$1,825.000	\$456.25
	Shared Use Path Assurance Testing				
0810	25-081	STA	7.340	\$234.750	\$1,723.07
	Painted Pavement Markings, Durable				
0830	25-083	EACH	5.000	\$267.500	\$1,337.50
	Painted Symbols and Legends, Durable				
0840	25-084	STA	11.600	\$101.000	\$1,171.60
					Project Total: \$191,931.35

Line Number	Item	Unit	Current Paid Quantity	Unit Price	Amount
Pavement Markings Removed					
0850	25-085	EACH	3.300	\$101.000	\$333.30
Symbols and Legends Removed					
0860	25-086	STA	7.340	\$186.750	\$1,370.75
Grooves Cut for Pavement Markings					
0870	25-087	EACH	5.000	\$212.000	\$1,060.00
Grooves cut for Symbols and Legends					
0900	25-090	EACH	11.000	\$252.500	\$2,777.50
Traffic Signs					
0940	25-094	EACH	2.000	\$202.000	\$404.00
Remove and Reinstall, Traffic Signs					
1010	25-101	LF	2,400.000	\$1.500	\$3,600.00
Filter sock, 9"					
1050	25-105	TON	190.520	\$80.800	\$15,394.01
Rip-Rap, Class E					
1090	25-109	ACRE	3.880	\$1,825.000	\$7,081.00
Erosion Control Mulching, Hydromulching					
1100	25-110	EACH	6.000	\$126.250	\$757.50
Inlet Protection Device, Drop-in, Installation					
1110	25-111	EACH	31.000	\$25.250	\$782.75
Inlet Protection Device, Drop-in, Maintenance					
1340	25-036	LF	1,700.000	\$15.530	\$26,401.00
Subdrain, A2000, Type 1, 6 in					
					Section Total: \$191,931.35
					Project Total: \$191,931.35

Summary

Current Approved Work:	\$191,931.35
Current Stockpile Advancement:	\$0.00
Current Stockpile Recovery:	\$0.00
Current Retainage:	\$9,596.57
Current Retainage Released:	\$0.00
Current Liquidated Damages:	\$25,000.00
Current Adjustment:	\$0.00
Current Payment:	\$157,334.78
Previous Payment:	\$935,972.96

Approved Work To Date:	\$3,079,075.97
Stockpile Advancement To Date:	\$0.00
Stockpile Recovery To Date:	\$0.00
Retainage To Date:	\$153,953.80
Retainage Released To Date:	\$0.00
Liquidated Damages To Date:	\$25,000.00
Adjustments To Date:	\$0.00
Payments To Date:	\$2,900,122.17
Previous Payments To Date:	\$2,742,787.39

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: Alyssa Welling, Administrative Assistant

DATE: March 12, 2026

RE: Approve Pay Request #9 - Country Landscapes - Greenbelt Landing Construction Project - \$446.97

SYNOPSIS:

Staff recommends approval of Pay Request #9 to Country Landscapes for the work completed to date on the Greenbelt Landing Project.

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

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

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

Pay Request #9: **\$446.97**

Total Requested to Date: **\$327,198.72**

Remaining contract amount: **\$615,421.28**

Attachments:

1. Country Landscapes Pay App 09 - February

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: 9

INVOICE NO: 23046-009

PERIOD: 02/01/26 - 02/28/26

PROJECT NO: 23046

CONTRACT NO: SC-006 Clive Greenbelt
Landing

CONTRACT DATE: 09/12/2024

CERTIFICATE DATE: 03/02/2026

SUBMITTED DATE: 02/25/2026

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)	\$344,419.72
5. Retainage:	
a. 5.00% of completed work	\$11,638.59
b. 5.00% of stored material	\$5,582.41
Total retainage (Line 5a + 5b or total in column I of detail sheet)	\$17,221.00
6. Total earned less retainage (Line 4 less Line 5 Total)	\$327,198.72
7. Less previous certificates for payment (Line 6 from prior certificate)	\$326,751.75
8. Current payment due:	\$446.97
9. Balance to finish, including retainage (Line 3 less Line 6)	\$615,421.28

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:

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

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: 9
 APPLICATION DATE: 02/25/2026
 PERIOD: 02/01/26 - 02/28/26

Contract Lines

A ITEM NO.	B BUDGET CODE	C DESCRIPTION OF WORK	D SCHEDULED VALUE	E APPROVED WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D + E + F)		H % (G / C)	I 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	\$470.49	\$0.00	\$10,932.97	9.86%	\$99,904.67	\$546.64	
3	32-329000.000.Subcontract BP #32.1 - Landscaping	Irrigation	\$67,775.00	\$44,446.85	\$0.00	\$0.00	\$44,446.85	65.58%	\$23,328.15	\$2,222.34	
4	32-329000.000.Subcontract BP #32.1 - Landscaping	Aggregate Paving	\$150,159.52	\$15,912.31	\$0.00	\$97,548.22	\$113,460.53	75.56%	\$36,698.99	\$5,673.03	
5	32-329000.000.Subcontract BP #32.1 - Landscaping	Landscaping Stone	\$169,359.98	\$121,528.36	\$0.00	\$14,100.00	\$135,628.36	80.08%	\$33,731.62	\$6,781.42	
6	32-329000.000.Subcontract BP #32.1 - Landscaping	Stone Block Wall	\$208,101.24	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$208,101.24	\$0.00	
7	32-329000.000.Subcontract BP #32.1 - Landscaping	Accent Planting Soils	\$91,872.40	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$91,872.40	\$0.00	
8	32-329000.000.Subcontract BP #32.1 - Landscaping	Project Management	\$50,000.00	\$39,080.50	\$0.00	\$0.00	\$39,080.50	78.16%	\$10,919.50	\$1,954.04	
TOTALS:			\$925,000.00	\$232,301.01	\$470.49	\$111,648.22	\$344,419.72	37.23%	\$580,580.28	\$17,221.00	

Change Orders

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D APPROVED WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D + E + F)		H % (G / C)	I 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	0.00%	\$17,620.00	\$0.00
10	CCO #002 CO#2 Country Landscapes									
10.1	PCO #002 CE #088 - 2026 Spring Contract									
10.1.1	32-329000.000.Subcontract BP #32.1 - Landscaping Schedule Extension 2026	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00
TOTALS:		\$17,620.00	\$0.00	\$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	\$232,301.01	\$470.49	\$111,648.22	\$344,419.72	36.54%	\$598,200.28	\$17,221.00



COUNTRY
LANDSCAPES, INC.
Distinctive Landscapes Since 1981

3801 East Lincoln Way | Ames, IA 50010
 1818 Dan's Drive NW | North Liberty, IA 52317

3210 Highway 122 | Clear Lake, IA 50428
 620 NE 44TH Ave., | Des Moines, IA 50309

RECEIPT AND WAIVER OF MECHANIC'S LIEN RIGHTS

DATE: 02/26/2026
 VENDOR: STEVENS EROSION CONTROL INC
 CONTRACTOR: COUNTRY LANDSCAPES, INC.
 GENERAL CONTRACTOR: DCI GROUP
 PROJECT: GREENBELT LANDING
 PROJECT ADDRESS: 1900 NW 114TH ST
 CLIVE, IOWA 50325

INVOICE #	INVOICE DATE	PAID - CHECK #	AMOUNT
20807	2/17/2025		376.56
		TOTALS	\$376.56

FILL IN ONE

- As partial payment for labor and material furnished.
- As payment for all labor, skill and material furnished or to be furnished (except for sum of \$0.00 retainage or holdback).
- As full and final payment for all labor skill and material furnished or to be furnished for the following described real property:

and for the value received does hereby waive and release any and all lien and claim or rights acquired by the undersigned to file or record a mechanic's lien against said real property (only for the amount paid if Box 1 is checked and except for retainage shown if Box 2 is checked).
 The undersigned affirms that all material furnished by the undersigned has been paid for, and all subcontractors employed by the undersigned have been paid in full, EXCEPT:

NOTE: If this instrument is executed by a corporation, it must be signed by an officer, and if executed by a partnership, it must be signed by a partner.

STEVENS EROSION CONTROL INC
 Company Name
 By: [Signature]
 Title VP



Memo

TO: Mayor and Council members

FROM: Alyssa Welling, Administrative Assistant

DATE: March 12, 2026

RE: Approve Pay Request #14 - On Track Construction - Greenbelt Landing Construction Project - \$70,668.38

SYNOPSIS:

Staff recommends approval of Pay Request #14 to On Track Construction for the work completed to date on the Greenbelt Landing Project.

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

Total Change Orders to Date: **\$138,538.40**

Contract + Change Orders: **\$1,838,538.40**

Pay Request #14: **\$70,668.38**

Total Requested to Date: **\$1,513,476.16**

Remaining contract amount: **\$325,062.24**

Attachments:

1. On Track Pay App 14 - February

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: 14

INVOICE NO: 23046-014

PERIOD: 02/01/26 - 02/28/26

PROJECT NO: 23046

CONTRACT NO: SC-004 Clive Greenbelt
Landing

CONTRACT DATE: 09/12/2024

CERTIFICATE DATE: 03/02/2026

SUBMITTED DATE:

FROM SUBCONTRACTOR:

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

SUBCONTRACT FOR: On Track - BP #31

SUBCONTRACTOR'S APPLICATION FOR PAYMENT

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

1. Original Contract Sum	\$1,700,000.00
2. Net change by change orders	\$138,538.40
3. Contract Sum to date (Line 1 ± 2)	\$1,838,538.40
4. Total completed and stored to date (Column G on detail sheet)	\$1,593,132.80
5. Retainage:	
a. 5.00% of completed work	\$78,518.14
b. 5.00% of stored material	\$1,138.50
Total retainage (Line 5a + 5b or total in column I of detail sheet)	\$79,656.64
6. Total earned less retainage (Line 4 less Line 5 Total)	\$1,513,476.16
7. Less previous certificates for payment (Line 6 from prior certificate)	\$1,442,807.78
8. Current payment due:	\$70,668.38
9. Balance to finish, including retainage (Line 3 less Line 6)	\$325,062.24

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:

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner/Client:	\$138,538.40	\$0.00
Total approved this month:	\$0.00	\$0.00
Totals:	\$138,538.40	\$0.00
Net change by change orders:	\$138,538.40	

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: 14

APPLICATION DATE: 02/26/2026

PERIOD: 02/01/26 - 02/28/26

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	\$110,000.00	\$0.00	\$0.00	\$110,000.00	100.00%	\$0.00	\$5,500.00
2	31-310000.000.Subcontract BP #31 - Earthwork - Demolition/Grading/Utilities/Erosion Control	Clearing & Grubbing	\$50,000.00	\$45,000.00	\$5,000.00	\$0.00	\$50,000.00	100.00%	\$0.00	\$2,500.00
3	31-310000.000.Subcontract BP #31 - Earthwork - Demolition/Grading/Utilities/Erosion Control	Removals - Paving & Sidewalk	\$76,000.00	\$76,000.00	\$0.00	\$0.00	\$76,000.00	100.00%	\$0.00	\$3,800.00
4	31-310000.000.Subcontract BP #31 - Earthwork - Demolition/Grading/Utilities/Erosion Control	Removals - Landscaping	\$7,000.00	\$7,000.00	\$0.00	\$0.00	\$7,000.00	100.00%	\$0.00	\$350.00
5	31-310000.000.Subcontract BP #31 - Earthwork - Demolition/Grading/Utilities/Erosion Control	Removals - Rip Rap	\$2,000.00	\$2,000.00	\$0.00	\$0.00	\$2,000.00	100.00%	\$0.00	\$100.00
6	31-310000.000.Subcontract BP #31 - Earthwork - Demolition/Grading/Utilities/Erosion Control	Removals - Storm Sewer	\$10,000.00	\$10,000.00	\$0.00	\$0.00	\$10,000.00	100.00%	\$0.00	\$500.00
7	31-310000.000.Subcontract BP #31 - Earthwork - Demolition/Grading/Utilities/Erosion Control	Removals - Sanitary	\$7,500.00	\$7,500.00	\$0.00	\$0.00	\$7,500.00	100.00%	\$0.00	\$375.00
8	31-310000.000.Subcontract BP #31 - Earthwork - Demolition/Grading/Utilities/Erosion Control	Earthwork - Temp Construction Entrances	\$8,000.00	\$8,000.00	\$0.00	\$0.00	\$8,000.00	100.00%	\$0.00	\$400.00
9	31-310000.000.Subcontract BP #31 - Earthwork - Demolition/Grading/Utilities/Erosion Control	Earthwork - Topsoil Strip & Stockpile	\$38,000.00	\$32,300.00	\$0.00	\$0.00	\$32,300.00	85.00%	\$5,700.00	\$1,615.00
10	31-310000.000.Subcontract BP #31 - Earthwork - Demolition/Grading/Utilities/Erosion Control	Earthwork - Cut & Fill	\$76,000.00	\$68,400.00	\$0.00	\$0.00	\$68,400.00	90.00%	\$7,600.00	\$3,420.00

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	\$83,600.00	\$0.00	\$0.00	\$83,600.00	95.00%	\$4,400.00	\$4,180.00								
12	31-310000.000.Subcontract BP #31 - Earthwork - Demolition/Grading/Utilities/Erosion Control	Earthwork - Bioretention & Pond Shaping	\$55,000.00	\$46,750.00	\$2,750.00	\$0.00	\$49,500.00	90.00%	\$5,500.00	\$2,475.00								
13	31-310000.000.Subcontract BP #31 - Earthwork - Demolition/Grading/Utilities/Erosion Control	Earthwork - 12" Prep for Paving	\$29,000.00	\$26,100.00	\$1,450.00	\$0.00	\$27,550.00	95.00%	\$1,450.00	\$1,377.50								
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	\$107,800.00	\$18,194.40	\$0.00	\$125,994.40	75.00%	\$42,005.60	\$6,299.72								
16	31-310000.000.Subcontract BP #31 - Earthwork - Demolition/Grading/Utilities/Erosion Control	Earthwork - Vegetated Geogrid w/ Soil	\$85,000.00	\$0.00	\$8,500.00	\$0.00	\$8,500.00	10.00%	\$76,500.00	\$425.00								
17	31-310000.000.Subcontract BP #31 - Earthwork - Demolition/Grading/Utilities/Erosion Control	Earthwork - Stabilized Aggregate Paving Base	\$75,500.00	\$75,500.00	\$0.00	\$0.00	\$75,500.00	100.00%	\$0.00	\$3,775.00								
18	31-310000.000.Subcontract BP #31 - Earthwork - Demolition/Grading/Utilities/Erosion Control	Earthwork - Topsoil Respread & Finish Grading	\$36,000.00	\$10,800.00	\$1,800.00	\$0.00	\$12,600.00	35.00%	\$23,400.00	\$630.00								
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	\$8,500.00	\$0.00	\$0.00	\$8,500.00	100.00%	\$0.00	\$425.00								

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	\$141,550.00	\$7,450.00	\$0.00	\$149,000.00	100.00%	\$0.00	\$7,450.00								
23	31-310000.000.Subcontract BP #31 - Earthwork - Demolition/Grading/Utilities/Erosion Control	Utilities - Storm Sewer Structures	\$103,500.00	\$103,500.00	\$0.00	\$0.00	\$103,500.00	100.00%	\$0.00	\$5,175.00								
24	31-310000.000.Subcontract BP #31 - Earthwork - Demolition/Grading/Utilities/Erosion Control	Utilities - Subdrain Piping	\$74,500.00	\$59,600.00	\$0.00	\$0.00	\$59,600.00	80.00%	\$14,900.00	\$2,980.00								
25	31-310000.000.Subcontract BP #31 - Earthwork - Demolition/Grading/Utilities/Erosion Control	Utilities - Traffic Control for 114th Utility Crossing	\$10,000.00	\$10,000.00	\$0.00	\$0.00	\$10,000.00	100.00%	\$0.00	\$500.00								
26	31-310000.000.Subcontract BP #31 - Earthwork - Demolition/Grading/Utilities/Erosion Control	Utilities - Pavement Replacement for Utilities	\$20,000.00	\$20,000.00	\$0.00	\$0.00	\$20,000.00	100.00%	\$0.00	\$1,000.00								
27	31-310000.000.Subcontract BP #31 - Earthwork - Demolition/Grading/Utilities/Erosion Control	Seeding & EC - Erosion Control/ Silt Fence	\$55,000.00	\$44,000.00	\$2,750.00	\$0.00	\$46,750.00	85.00%	\$8,250.00	\$2,337.50								
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	\$4,000.00	\$0.00	\$0.00	\$4,000.00	80.00%	\$1,000.00	\$200.00								
TOTALS:			\$1,700,000.00	\$1,383,930.00	\$47,894.40	\$22,770.00	\$1,454,594.40	85.56%	\$245,405.60	\$72,729.72								

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	\$61,817.38	\$26,493.37	\$0.00	\$88,310.75	100.00%	\$0.00	\$4,415.54	
34	CCO #004 On Track CO#4									
34.1	PCO #004 CO#4 On Track									
34.1.1	31-310000.000.Subcontract BP #31 - Earthwork - Demolition/Grading/Utilities/Erosion Control Existing Gate Risers	\$2,677.40	\$2,677.40	\$0.00	\$0.00	\$2,677.40	100.00%	\$0.00	\$133.87	
35	CCO #005 On Track CO#5									
35.1	PCO #005 PCO#5 - On Track									
35.1.1	31-310000.000.Subcontract BP #31 - Earthwork - Demolition/Grading/Utilities/Erosion Control RFI #112 Over-excavation and add additional rip-rap/choker stone due to loose soils @ bottom of kayak launch	\$9,605.89	\$9,605.89	\$0.00	\$0.00	\$9,605.89	100.00%	\$0.00	\$480.29	
35.1.2	31-310000.000.Subcontract BP #31 - Earthwork - Demolition/Grading/Utilities/Erosion Control CD104 Demolition of NE parking lot corner	\$14,454.05	\$14,454.05	\$0.00	\$0.00	\$14,454.05	100.00%	\$0.00	\$722.70	
TOTALS:		\$138,538.40	\$112,045.03	\$26,493.37	\$0.00	\$138,538.40	100.00%	\$0.00	\$6,926.92	

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:		\$1,838,538.40	\$1,495,975.03	\$74,387.77	\$22,770.00	\$1,593,132.80	86.65%	\$245,405.60	\$79,656.64	

WAIVER AND RELEASE OF LIEN UPON PROGRESS PAYMENT

The undersigned lienor, in consideration of the sum of \$70,668.38,
hereby waives and releases its lien and right to claim a lien for labor, service, or materials
furnished through February 25 on the job of City of Clive
to the following described property:

Greenbelt Landing Project

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

Dated on February 20, 2026

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

By: Tracy L. Rhoads

Sworn to and subscribed before me this 20th day of February, 20 26.

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: 14
APPLICATION DATE: 28-Feb-26
PERIOD TO: 28-Feb-26

Distribution to:
 OWNER
 ARCHITECT
 CONTRACTOR

FROM CONTRACTOR:

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

Contractor PO# 2426CL

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

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	\$	1,700,000.00
2. Net change by Change Orders	\$	138,538.40
3. CONTRACT SUM TO DATE (Line 1 ± 2)	\$	1,838,538.40
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$	1,593,132.80
5. RETAINAGE:		
a. 5 % of Completed Work (Column D + E on G703)	\$	79,656.64
b. % of Stored Material (Column F on G703)	\$	
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$	79,656.64
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	\$	1,513,476.16
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	1,442,807.78
8. CURRENT PAYMENT DUE	\$	70,668.38
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	325,062.24

CONTRACTOR:

By:  Date: 2/20/2026

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.

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$114,478.46	
Total approved this Month	\$24,059.94	\$0.00
TOTALS	\$138,538.40	\$0.00
NET CHANGES by Change Order	\$138,538.40	

Clive Greenbelt Landing

JOB# 2426CL

APPLICATION DATE:

2/28/2026

APPLICATION #

14

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	\$110,000.00			\$110,000.00	100.00%	\$0.00	\$5,500.00
Clearing & Grubbing	\$ 50,000.00	\$45,000.00	\$5,000.00		\$50,000.00	100.00%	\$0.00	\$2,500.00
Removals - Paving & Sidewalk	\$ 76,000.00	\$76,000.00			\$76,000.00	100.00%	\$0.00	\$3,800.00
Removals - Landscaping	\$ 7,000.00	\$7,000.00			\$7,000.00	100.00%	\$0.00	\$350.00
Removals - Rip Rap	\$ 2,000.00	\$2,000.00			\$2,000.00	100.00%	\$0.00	\$100.00
Removals - Storm Sewer	\$ 10,000.00	\$10,000.00			\$10,000.00	100.00%	\$0.00	\$500.00
Removals - Sanitary	\$ 7,500.00	\$7,500.00			\$7,500.00	100.00%	\$0.00	\$375.00
Earthwork - Temp Construction Entrances	\$ 8,000.00	\$8,000.00			\$8,000.00	100.00%	\$0.00	\$400.00
Earthwork - Topsoil Strip & Stockpile	\$ 38,000.00	\$32,300.00			\$32,300.00	85.00%	\$5,700.00	\$1,615.00
Earthwork - Cut & Fill	\$ 76,000.00	\$68,400.00			\$68,400.00	90.00%	\$7,600.00	\$3,420.00
Earthwork - Export	\$ 88,000.00	\$83,600.00			\$83,600.00	95.00%	\$4,400.00	\$4,180.00
Earthwork - Bioretention & Pond Shaping	\$ 55,000.00	\$46,750.00	\$2,750.00		\$49,500.00	90.00%	\$5,500.00	\$2,475.00
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	\$26,100.00	\$1,450.00		\$27,550.00	95.00%	\$1,450.00	\$1,377.50
Earthwork - Erosion Stone & Rip Rap	\$ 168,000.00	\$107,800.00	\$18,194.40		\$125,994.40	75.00%	\$42,005.60	\$6,299.72
Earthwork - Vegetated Geogrid w/ Soil	\$ 85,000.00	\$8,500.00	\$8,500.00		\$8,500.00	10.00%	\$76,500.00	\$425.00
Earthwork - Aggregate Paving Base	\$ 75,500.00	\$75,500.00			\$75,500.00	100.00%	\$0.00	\$3,775.00
Earthwork - Topsoil Respread & Finish Grading	\$ 36,000.00	\$10,800.00	\$1,800.00		\$12,600.00	35.00%	\$23,400.00	\$630.00
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	\$8,500.00			\$8,500.00	100.00%	\$0.00	\$425.00
Utilities - Storm Sewer Piping	\$ 149,000.00	\$141,550.00	\$7,450.00		\$149,000.00	100.00%	\$0.00	\$7,450.00
Utilities - Storm Sewer Structures	\$ 103,500.00	\$103,500.00			\$103,500.00	100.00%	\$0.00	\$5,175.00
Utilities - Subdrain Piping	\$ 74,500.00	\$59,600.00			\$59,600.00	80.00%	\$14,900.00	\$2,980.00
Utilities - Traffic Control for 114th Utility Crossing	\$ 10,000.00	\$10,000.00			\$10,000.00	100.00%	\$0.00	\$500.00
Utilities - Pavement Replacement for Utilities	\$ 20,000.00	\$20,000.00			\$20,000.00	100.00%	\$0.00	\$1,000.00
Seeding & EC - Erosion Control/ Silt Fence	\$ 55,000.00	\$44,000.00	\$2,750.00		\$46,750.00	85.00%	\$8,250.00	\$2,337.50
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	\$4,000.00			\$4,000.00	80.00%	\$1,000.00	\$200.00
CHANGE ORDERS								
WO #2 - 4/22/25 - Temp Tie-In Structure	\$ 8,056.35	\$8,056.35			\$8,056.35	100.00%	\$0.00	\$402.82
WO #4 - 6/30/25 - Parking Lot Utilities Rework	\$ 15,433.96	\$15,433.96			\$15,433.96	100.00%	\$0.00	\$771.70
WO #6 - 8/21/25 - Grate Riser Adjusts	\$ 2,677.40	\$2,677.40			\$2,677.40	100.00%	\$0.00	\$133.87
PCO #3 - Contract Extension	\$ 88,310.75	\$61,817.38	\$26,493.37		\$88,310.75	100.00%	\$0.00	\$4,415.54
WO #8 - East Pond Overflow Pipe	\$ 929.25	\$929.25			\$929.25	100.00%	\$0.00	\$46.46
WO #10 - Kayak Launch Addition	\$ 8,676.64	\$8,676.64			\$8,676.64	100.00%	\$0.00	\$433.83
WO #11 - Add'l P.L. Concrete	\$ 14,454.05	\$14,454.05			\$14,454.05	100.00%	\$0.00	\$722.70
TOTAL	\$ 1,838,538.40	\$1,518,745.03	\$74,387.77	\$0.00	\$1,593,132.80	86.65%	\$245,405.60	\$79,656.64



Memo

TO: Mayor and Council members

FROM: Alyssa Welling, Administrative Assistant

DATE: March 12, 2026

RE: Approve Pay Request #16 - Air-Con Mechanical Corp. - Greenbelt Landing Construction Project - \$15,189.45

SYNOPSIS:

Staff recommends approval of Pay Request #16 to Air-Con Mechanical Corp. for the work completed to date on the Greenbelt Landing Project.

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

Total Change Orders to Date: **\$106,814.09**

Contract + Change Orders: **\$495,517.09**

Pay Request #16: **\$15,189.45**

Total Requested to Date: **\$462,632.81**

Remaining contract amount: **\$32,884.28**

Attachments:

1. AirCon Pay App 16 - February

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: 16

INVOICE NO: 23046-016

PERIOD: 02/01/26 - 02/28/26

PROJECT NO: 23046

CONTRACT NO: SC-003 Clive Greenbelt
Landing

CONTRACT DATE: 09/12/2024

CERTIFICATE DATE: 03/02/2026

SUBMITTED DATE: 02/23/2026

FROM SUBCONTRACTOR:

Air-Con Mechanical Corp.
1380 S. Pleasant Hill Blvd
Pleasant Hill, Iowa 50327

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	\$106,814.09
3. Contract Sum to date (Line 1 ± 2)	\$495,517.09
4. Total completed and stored to date (Column G on detail sheet)	\$486,981.94
5. Retainage:	
a. 5.00% of completed work	\$24,349.13
b. 0.00% of stored material	\$0.00
Total retainage (Line 5a + 5b or total in column I of detail sheet)	\$24,349.13
6. Total earned less retainage (Line 4 less Line 5 Total)	\$462,632.81
7. Less previous certificates for payment (Line 6 from prior certificate)	\$447,443.36
8. Current payment due:	\$15,189.45
9. Balance to finish, including retainage (Line 3 less Line 6)	\$32,884.28

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:

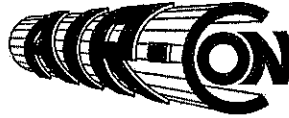
CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner/Client:	\$107,040.87	\$(226.78)
Total approved this month:	\$0.00	\$0.00
Totals:	\$107,040.87	\$(226.78)
Net change by change orders:	\$106,814.09	

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	\$13,487.20	\$0.00	\$0.00	\$13,487.20	100.00%	\$0.00	\$674.36
17	CCO #005 Air-Con #5								
17.1	PCO #005 Air-Con CO#5								
17.1.1	26-260000.000.Subcontract BP #26 - Electrical RFI #45	\$356.50	\$356.50	\$0.00	\$0.00	\$356.50	100.00%	\$0.00	\$17.83
17.1.2	26-260000.000.Subcontract BP #26 - Electrical CB #5R	\$9,801.97	\$9,801.97	\$0.00	\$0.00	\$9,801.97	100.00%	\$0.00	\$490.10
17.1.3	26-260000.000.Subcontract BP #26 - Electrical Stage Panel Enclosure	\$7,618.75	\$6,095.00	\$1,523.75	\$0.00	\$7,618.75	100.00%	\$0.00	\$380.94
18	CCO #006 Air-Con CO #6								
18.1	PCO #006 PCO #6 Air-Con								
18.1.1	26-260000.000.Subcontract BP #26 - Electrical Construction Bulletin #4	\$(226.78)	\$(226.78)	\$0.00	\$0.00	\$(226.78)	100.00%	\$0.00	\$(11.34)
18.1.2	26-260000.000.Subcontract BP #26 - Electrical RFI #51	\$1,476.09	\$1,476.09	\$0.00	\$0.00	\$1,476.09	100.00%	\$0.00	\$73.80
18.1.3	26-260000.000.Subcontract BP #26 - Electrical Window Roller Shade Switches Add	\$2,853.79	\$2,853.79	\$0.00	\$0.00	\$2,853.79	100.00%	\$0.00	\$142.69
18.1.4	26-260000.000.Subcontract BP #26 - Electrical RFI #84 In Ground Box for NE Building Conduit	\$492.20	\$492.20	\$0.00	\$0.00	\$492.20	100.00%	\$0.00	\$24.61
19	CCO #007 Air-Con CO #7								
19.1	PCO #007 CO#7 AirCon								
19.1.1	26-260000.000.Subcontract BP #26 - Electrical RFI # 134 Existing Lighting Ground Box Replacement	\$1,045.97	\$1,045.97	\$0.00	\$0.00	\$1,045.97	100.00%	\$0.00	\$52.30
20	CCO #008 Air-Con CO #8								
20.1	PCO #008 CE #088 - 2026 Spring Contract								
20.1.1	26-260000.000.Subcontract BP #26 - Electrical	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00	\$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					
	Schedule Extension 2026								
TOTALS:		\$106,814.09	\$105,290.34	\$1,523.75	\$0.00	\$106,814.09	100.00%	\$0.00	\$5,340.71

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:		\$495,517.09	\$470,993.04	\$15,988.90	\$0.00	\$486,981.94	98.28%	\$8,535.15	\$24,349.13



ELECTRIC, LLC

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

PARTIAL LIEN WAIVER

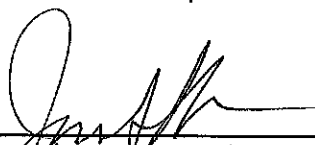
Project: Clive Greenbelt Landing

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

THE UNDERSIGNED DOES HEREBY WAIVE AND RELEASE ALL BOND CLAIMS, LIENS, OR PROJECT OWNER AND ANY SURETIES, FOR LABOR, SERVICES, MATERIAL OR EQUIPMENT, AS PROVIDED BY THE UNDERSIGNED, BUT ONLY TO THE EXTENT OF PAYMENT RECEIVED, AS INDICATED AND AS LIMITED BELOW:

() **CONDITIONAL** Release: This waiver and release is contingent upon receipt of payment and final bank clearance of said remittance in the amount of \$15,189.45 (Draw #16) . 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
Jim Sheple	_____	Print Name
President	_____	Title
February 23, 2026	_____	Date



Memo

TO: Mayor and Council members

FROM: Alyssa Welling, Administrative Assistant

DATE: March 12, 2026

RE: Approve Pay Request #17 - Central Iowa Mechanical - Greenbelt Landing Construction Project - \$15,167.79

SYNOPSIS:

Staff recommends approval of Pay Request #17 to Central Iowa Mechanical for the work completed to date on the Greenbelt Landing Project.

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

Change Order: **\$17,058.79**

Total Change Orders to Date: **\$37,099.28**

Contract + Change Orders: **\$296,968.28**

Pay Request #17: **\$15,167.79**

Total Requested to Date: **\$275,313.27**

Remaining contract amount: **\$21,655.01**

Attachments:

1. CIM Pay App 17 - February

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: 17

INVOICE NO: 23046-017

PERIOD: 02/01/26 - 02/28/26

PROJECT NO: 23046

CONTRACT NO: SC-001 Clive Greenbelt
Landing

CONTRACT DATE: 09/12/2024

CERTIFICATE DATE: 03/02/2026

SUBMITTED DATE: 02/26/2026

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	\$37,099.28
3. Contract Sum to date (Line 1 ± 2)	\$296,968.28
4. Total completed and stored to date (Column G on detail sheet)	\$289,803.45
5. Retainage:	
a. 5.00% of completed work	\$14,490.18
b. 0.00% of stored material	\$0.00
Total retainage (Line 5a + 5b or total in column I of detail sheet)	\$14,490.18
6. Total earned less retainage (Line 4 less Line 5 Total)	\$275,313.27
7. Less previous certificates for payment (Line 6 from prior certificate)	\$260,145.48
8. Current payment due:	\$15,167.79
9. Balance to finish, including retainage (Line 3 less Line 6)	\$21,655.01

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner/Client:	\$20,748.91	\$(708.41)
Total approved this month:	\$17,058.78	\$0.00
Totals:	\$37,807.69	\$(708.41)
Net change by change orders:	\$37,099.28	

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:

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: 17

APPLICATION DATE: 02/26/2026

PERIOD: 02/01/26 - 02/28/26

Contract Lines

A	B	C	D	E	F	G		H	I	
ITEM NO.	BUDGET CODE	DESCRIPTION OF WORK	SCHEDULED VALUE	APPROVED WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
				FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
1	22-220000.000.Subcontract BP #22 Mechanical	Mobilization	\$13,468.00	\$13,468.00	\$0.00	\$0.00	\$13,468.00	100.00%	\$0.00	\$673.40
2	22-220000.000.Subcontract BP #22 Mechanical	Bonds and permits	\$3,798.00	\$3,798.00	\$0.00	\$0.00	\$3,798.00	100.00%	\$0.00	\$189.90
3	22-220000.000.Subcontract BP #22 Mechanical	Demo work	\$26,424.00	\$26,424.00	\$0.00	\$0.00	\$26,424.00	100.00%	\$0.00	\$1,321.21
4	22-220000.000.Subcontract BP #22 Mechanical	Plumbing Rough in	\$32,785.00	\$32,785.00	\$0.00	\$0.00	\$32,785.00	100.00%	\$0.00	\$1,639.25
5	22-220000.000.Subcontract BP #22 Mechanical	HVAC rough in	\$33,954.00	\$33,954.00	\$0.00	\$0.00	\$33,954.00	100.00%	\$0.00	\$1,697.70
6	22-220000.000.Subcontract BP #22 Mechanical	Concrete pads	\$7,790.00	\$7,790.00	\$0.00	\$0.00	\$7,790.00	100.00%	\$0.00	\$389.50
7	22-220000.000.Subcontract BP #22 Mechanical	HVAC Equipment setting	\$90,915.00	\$90,914.86	\$0.00	\$0.00	\$90,914.86	100.00%	\$0.14	\$4,545.75
8	22-220000.000.Subcontract BP #22 Mechanical	Plumbing fixtures	\$11,154.00	\$11,154.00	\$0.00	\$0.00	\$11,154.00	100.00%	\$0.00	\$557.70
9	22-220000.000.Subcontract BP #22 Mechanical	HVAC Trim out	\$2,549.00	\$2,549.00	\$0.00	\$0.00	\$2,549.00	100.00%	\$0.00	\$127.45
10	22-220000.000.Subcontract BP #22 Mechanical	HVAC Start up	\$3,045.00	\$2,000.00	\$1,045.00	\$0.00	\$3,045.00	100.00%	\$0.00	\$152.25
11	22-220000.000.Subcontract BP #22 Mechanical	Temperature controls	\$20,460.00	\$20,460.00	\$0.00	\$0.00	\$20,460.00	100.00%	\$0.00	\$1,023.00
12	22-220000.000.Subcontract BP #22 Mechanical	Test and Balance	\$3,940.00	\$0.00	\$3,940.00	\$0.00	\$3,940.00	100.00%	\$0.00	\$197.00
13	22-220000.000.Subcontract BP #22 Mechanical	Insulation	\$7,300.00	\$7,300.00	\$0.00	\$0.00	\$7,300.00	100.00%	\$0.00	\$365.00
14	22-220000.000.Subcontract BP #22 Mechanical	De mobilization	\$2,287.00	\$1,200.00	\$1,087.00	\$0.00	\$2,287.00	100.00%	\$0.00	\$114.35
TOTALS:			\$259,869.00	\$253,796.86	\$6,072.00	\$0.00	\$259,868.86	100.00%	\$0.14	\$12,993.46

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	\$4,028.80	\$0.00	\$0.00	\$4,028.80	100.00%	\$0.00	\$201.44	
18.1.2	22-220000.000.Subcontract BP #22 Mechanical RFI #54 2" water line connection in pump house building	\$8,097.39	\$8,097.39	\$0.00	\$0.00	\$8,097.39	100.00%	\$0.00	\$404.86	
18.1.3	22-220000.000.Subcontract BP #22 Mechanical Repair Damaged Gas Line	\$1,542.42	\$1,542.42	\$0.00	\$0.00	\$1,542.42	100.00%	\$0.00	\$77.12	
19	CCO #005 CIM CO#5									
19.1	PCO #005 PCO #5 Central Iowa Mechanical									
19.1.1	22-220000.000.Subcontract BP #22 Mechanical Schedule Extension 2026	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	
20	CCO #006 Central Iowa Mechanical CO #6									
20.1	PCO #006 CIM Change Order #6									
20.1.1	22-220000.000.Subcontract BP #22 Mechanical Dry Creek Hand Pump Cistern	\$17,058.78	\$0.00	\$9,894.09	\$0.00	\$9,894.09	58.00%	\$7,164.69	\$494.70	
TOTALS:		\$37,099.28	\$20,040.50	\$9,894.09	\$0.00	\$29,934.59	80.69%	\$7,164.69	\$1,496.72	

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:		\$296,968.28	\$273,837.36	\$15,966.09	\$0.00	\$289,803.45	97.59%	\$7,164.83	\$14,490.18	

WAIVER OF LIEN TO DATE

STATE OF Iowa


Project Name: **Clive Greenbelt Landing**

COUNTY OF Polk

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

The undersigned, for and in consideration of the sum of **\$15,167.79** Dollars as a partial payment for its furnishing of labor and material for the above-referenced Project, the receipt of which is hereby acknowledged, does hereby waive, release, and discharge any lien claim or lien right it has or could have under the statutes of the State of Iowa to the extent of the partial payment made in exchange for this partial lien release against the above described premises, for material furnished or labor performed to this date. The undersigned states that this partial lien release is not intended to and does not release any lien claims or rights for work, labor, or materials for which payment has not yet been received by the undersigned.

Dated at **Des Moines, IA**, on the **25th** day of **February 2026**



James Keller
Vice President

Central Iowa Mechanical



Notary:





Memo

TO: Mayor and Council members

FROM: Alyssa Welling, Administrative Assistant

DATE: March 12, 2026

RE: Approve Pay Request #17 - Keystone Construction - Greenbelt Landing Construction Project - \$67,301.20

SYNOPSIS:

Staff recommends approval of Pay Request #17 to Keystone Construction for the work completed to date on the Greenbelt Landing Project.

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

Change Order: **\$25,000.00**

Total Change Orders to Date: **\$209,111.04**

Contract + Change Orders: **\$2,727,111.04**

Pay Request #17: **\$67,301.20**

Total Requested to Date: **\$2,468,393.60**

Remaining contract amount: **\$258,717.44**

Attachments:

1. Keystone Pay App 17 - February

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: 17

INVOICE NO: 23046-017

PERIOD: 02/01/26 - 02/28/26

PROJECT NO: 23046

CONTRACT NO: SC-002 Clive Greenbelt
Landing

CONTRACT DATE: 09/26/2024

CERTIFICATE DATE: 03/03/2026

SUBMITTED DATE: 02/24/2026

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	\$209,111.04
3. Contract Sum to date (Line 1 ± 2)	\$2,727,111.04
4. Total completed and stored to date (Column G on detail sheet)	\$2,598,309.09
5. Retainage:	
a. 5.00% of completed work	\$114,504.45
b. 5.00% of stored material	\$15,411.04
Total retainage (Line 5a + 5b or total in column I of detail sheet)	\$129,915.49
6. Total earned less retainage (Line 4 less Line 5 Total)	\$2,468,393.60
7. Less previous certificates for payment (Line 6 from prior certificate)	\$2,401,092.40
8. Current payment due:	\$67,301.20
9. Balance to finish, including retainage (Line 3 less Line 6)	\$258,717.44

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner/Client:	\$184,111.04	\$0.00
Total approved this month:	\$25,000.00	\$0.00
Totals:	\$209,111.04	\$0.00
Net change by change orders:	\$209,111.04	

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

SUBCONTRACTOR: Keystone Construction Services LLC

By: _____ Date: _____

State of:

County of:

Subscribed and sworn to before
me this _____ day of

Notary Public:

My commission expires:

Document SUMMARY SHEET, APPLICATION AND CERTIFICATE FOR PAYMENT, containing

APPLICATION NUMBER: 17

Contractor's signed Certification is attached.

APPLICATION DATE: 02/26/2026

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

PERIOD: 02/01/26 - 02/28/26

Contract Lines

A ITEM NO.	B BUDGET CODE	C DESCRIPTION OF WORK	D SCHEDULED VALUE	E APPROVED WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D + E + F)		H BALANCE TO FINISH (C - G)	I RETAINAGE
				FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		% (G / C)			
1	6-60500.000.Subcontract BP# 6 General	General Requirements	\$341,983.73	\$341,983.73	\$0.00	\$0.00	\$341,983.73	100.00%	\$0.00	\$17,099.19
2	6-60500.000.Subcontract BP# 6 General	Temp Facilities and Controls	\$20,000.00	\$20,000.00	\$0.00	\$0.00	\$20,000.00	100.00%	\$0.00	\$1,000.00
3	6-60500.000.Subcontract BP# 6 General	Demolition	\$23,465.00	\$23,465.00	\$0.00	\$0.00	\$23,465.00	100.00%	\$0.00	\$1,173.25
4	6-60500.000.Subcontract BP# 6 General	Cast-in-Place Concrete	\$335,919.83	\$316,518.30	\$0.00	\$0.00	\$316,518.30	94.22%	\$19,401.53	\$15,825.92
5	6-60500.000.Subcontract BP# 6 General	Unit Masonry	\$65,987.00	\$65,987.00	\$0.00	\$0.00	\$65,987.00	100.00%	\$0.00	\$3,299.35
6	6-60500.000.Subcontract BP# 6 General	Cast Stone Masonry	\$19,050.00	\$19,050.00	\$0.00	\$0.00	\$19,050.00	100.00%	\$0.00	\$952.50
7	6-60500.000.Subcontract BP# 6 General	Structural Steel Framing	\$367,700.00	\$235,094.00	\$0.00	\$119,400.00	\$354,494.00	96.41%	\$13,206.00	\$17,724.70
8	6-60500.000.Subcontract BP# 6 General	Rough Carpentry	\$10,346.50	\$10,346.50	\$0.00	\$0.00	\$10,346.50	100.00%	\$0.00	\$517.33
9	6-60500.000.Subcontract BP# 6 General	Finish Carpentry	\$49,682.19	\$42,000.00	\$0.00	\$0.00	\$42,000.00	84.54%	\$7,682.19	\$2,100.00
10	6-60500.000.Subcontract BP# 6 General	Wood Decking	\$550,987.04	\$550,987.04	\$0.00	\$0.00	\$550,987.04	100.00%	\$0.00	\$27,549.35
11	6-60500.000.Subcontract BP# 6 General	Weather Barriers	\$2,000.00	\$2,000.00	\$0.00	\$0.00	\$2,000.00	100.00%	\$0.00	\$100.00
12	6-60500.000.Subcontract BP# 6 General	Asphalt Shingles	\$31,170.00	\$31,170.00	\$0.00	\$0.00	\$31,170.00	100.00%	\$0.00	\$1,558.50
13	6-60500.000.Subcontract BP# 6 General	Metal Wall Panels	\$22,875.00	\$14,809.00	\$7,515.90	\$0.00	\$22,324.90	97.60%	\$550.10	\$1,116.25
14	6-60500.000.Subcontract BP# 6 General	Thermoplastic Membrane Roofing	\$17,579.00	\$11,332.00	\$0.00	\$0.00	\$11,332.00	64.46%	\$6,247.00	\$566.60
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	\$1,902.95	\$30,606.00	\$32,508.95	100.00%	\$0.00	\$1,625.45
17	6-60500.000.Subcontract BP# 6 General	Aluminum-Framed Storefronts	\$66,810.00	\$29,310.00	\$28,427.77	\$9,072.23	\$66,810.00	100.00%	\$0.00	\$3,340.50
18	6-60500.000.Subcontract BP# 6 General	Gypsum Board Assemblies	\$217,630.00	\$99,795.00	\$0.00	\$111,550.00	\$211,345.00	97.11%	\$6,285.00	\$10,567.25
19	6-60500.000.Subcontract BP# 6 General	Tiling	\$97,740.00	\$80,000.00	\$0.00	\$0.00	\$80,000.00	81.85%	\$17,740.00	\$4,000.00
20	6-60500.000.Subcontract BP# 6 General	Resilient Flooring	\$600.00	\$0.00	\$600.00	\$0.00	\$600.00	100.00%	\$0.00	\$30.00
21	6-60500.000.Subcontract BP# 6 General	Painting	\$40,500.00	\$38,475.00	\$0.00	\$0.00	\$38,475.00	95.00%	\$2,025.00	\$1,923.75
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 ITEM NO.	B BUDGET CODE	C DESCRIPTION OF WORK	D SCHEDULED VALUE	E APPROVED WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D + E + F)	H % (G / C)	I BALANCE TO FINISH (C - G)	J RETAINAGE
				K FROM PREVIOUS APPLICATION (D + E)	L THIS PERIOD					
	BP# 6 General									
23	6-60500.000.Subcontract BP# 6 General	Specialties	\$4,416.19	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$4,416.19	\$0.00
24	6-60500.000.Subcontract BP# 6 General	Toilet Compartments	\$6,618.00	\$0.00	\$6,618.00	\$0.00	\$6,618.00	100.00%	\$0.00	\$330.90
25	6-60500.000.Subcontract BP# 6 General	Toilet/Bath/Laundry Access	\$4,950.00	\$4,950.00	\$0.00	\$0.00	\$4,950.00	100.00%	\$0.00	\$247.50
26	6-60500.000.Subcontract BP# 6 General	Manufactured Fireplaces	\$49,990.00	\$12,497.50	\$0.00	\$37,492.50	\$49,990.00	100.00%	\$0.00	\$2,499.51
27	6-60500.000.Subcontract BP# 6 General	Fire Protection Specialties	\$322.00	\$0.00	\$322.00	\$0.00	\$322.00	100.00%	\$0.00	\$16.10
28	6-60500.000.Subcontract BP# 6 General	Closet and Utility Shelving	\$5,454.00	\$5,454.00	\$0.00	\$0.00	\$5,454.00	100.00%	\$0.00	\$272.70
29	6-60500.000.Subcontract BP# 6 General	Residential Kitchen Appliances	\$4,422.00	\$0.00	\$4,422.00	\$0.00	\$4,422.00	100.00%	\$0.00	\$221.10
30	6-60500.000.Subcontract BP# 6 General	Projectors	\$10,565.00	\$3,425.49	\$7,139.51	\$0.00	\$10,565.00	100.00%	\$0.00	\$528.25
31	6-60500.000.Subcontract BP# 6 General	Window Shades	\$14,488.00	\$14,488.00	\$0.00	\$0.00	\$14,488.00	100.00%	\$0.00	\$724.40
32	6-60500.000.Subcontract BP# 6 General	Residential Casework	\$18,552.57	\$18,552.57	\$0.00	\$0.00	\$18,552.57	100.00%	\$0.00	\$927.63
33	6-60500.000.Subcontract BP# 6 General	Decorative Metal Fences - Gates	\$48,710.00	\$37,871.35	\$0.00	\$0.00	\$37,871.35	77.75%	\$10,838.65	\$1,893.57
34	6-60500.000.Subcontract BP# 6 General	Site Improvements	\$29,580.00	\$29,580.00	\$0.00	\$0.00	\$29,580.00	100.00%	\$0.00	\$1,479.01
TOTALS:			\$2,518,000.00	\$2,059,141.48	\$56,948.13	\$308,120.73	\$2,424,210.34	96.28%	\$93,789.66	\$121,210.56

Change Orders

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D APPROVED WORK COMPLETED		E MATERIALS PRESENTLY STORED (NOT IN D OR E)	F TOTAL COMPLETED AND STORED TO DATE (D + E + F)	G % (G / C)	H BALANCE TO FINISH (C - G)	I RETAINAGE
			J FROM PREVIOUS APPLICATION (D + E)	K 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	\$3,435.43	\$0.00	\$0.00	\$3,435.43	100.00%	\$0.00	\$171.77
36.1.2	6-60500.000.Subcontract BP# 6 General Additional boardwalk footings	\$11,096.28	\$3,328.88	\$0.00	\$0.00	\$3,328.88	30.00%	\$7,767.40	\$166.44
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	\$13,937.20	\$0.00	\$0.00	\$13,937.20	100.00%	\$0.00	\$696.86
37.1.2	6-60500.000.Subcontract BP# 6 General	\$17,284.80	\$15,556.32	\$0.00	\$0.00	\$15,556.32	90.00%	\$1,728.48	\$777.82
37.1.3	6-60500.000.Subcontract BP# 6 General RFI #39	\$1,552.98	\$1,552.98	\$0.00	\$0.00	\$1,552.98	100.00%	\$0.00	\$77.65
38	CCO #004 CO#4 Keystone								
38.1	PCO #004 CO#4 Keystone								
38.1.1	6-60500.000.Subcontract BP# 6 General Contract Extension	\$93,007.98	\$80,000.00	\$12,907.98	\$100.00	\$93,007.98	100.00%	\$0.00	\$4,650.40
39	CCO #005 Keystone Change Order #005								
39.1	PCO #005 Keystone CO #5								
39.1.1	6-60500.000.Subcontract BP# 6 General Boardwalk hydrodynamic report	\$11,362.00	\$11,362.00	\$0.00	\$0.00	\$11,362.00	100.00%	\$0.00	\$568.10
39.1.2	6-60500.000.Subcontract BP# 6 General RFI # Knox Box	\$158.00	\$158.00	\$0.00	\$0.00	\$158.00	100.00%	\$0.00	\$7.90
39.1.3	6-60500.000.Subcontract BP# 6 General Relocation/Removal of EPA Fencing	\$304.98	\$304.98	\$0.00	\$0.00	\$304.98	100.00%	\$0.00	\$15.25
40	CCO #006 Keystone Change Order #006								
40.1	PCO #006 PCO #6 Keystone								
40.1.1	6-60500.000.Subcontract BP# 6 General Construction Bulletin #4	\$5,274.07	\$5,274.07	\$0.00	\$0.00	\$5,274.07	100.00%	\$0.00	\$263.70
40.1.2	6-60500.000.Subcontract BP# 6 General ASI #4	\$1,576.33	\$1,576.33	\$0.00	\$0.00	\$1,576.33	100.00%	\$0.00	\$78.82
40.1.3	6-60500.000.Subcontract BP# 6 General RFI #74 Increase to conduit hole size for stage steel lighting	\$263.12	\$263.12	\$0.00	\$0.00	\$263.12	100.00%	\$0.00	\$13.16
40.1.4	6-60500.000.Subcontract BP# 6 General Window Roller Shade Switches Add	\$693.42	\$693.42	\$0.00	\$0.00	\$693.42	100.00%	\$0.00	\$34.67
40.1.5	6-60500.000.Subcontract BP# 6 General Window 6 Lintel	\$2,733.64	\$2,733.64	\$0.00	\$0.00	\$2,733.64	100.00%	\$0.00	\$136.68
41	CCO #007 Keystone Change Order #007								
41.1	PCO #007 Keystone PCO #7								
41.1.1	6-60500.000.Subcontract BP# 6 General CB #6	\$987.27	\$0.00	\$987.27	\$0.00	\$987.27	100.00%	\$0.00	\$49.36
41.1.2	6-60500.000.Subcontract BP# 6 General Boardwalk Pier Staking Error Rework	\$4,045.86	\$4,045.86	\$0.00	\$0.00	\$4,045.86	100.00%	\$0.00	\$202.29
41.1.3	6-60500.000.Subcontract BP# 6 General RFI #113 Storefront Exterior Building Finish Connection	\$5,164.07	\$4,647.66	\$0.00	\$0.00	\$4,647.66	90.00%	\$516.41	\$232.38
41.1.4	6-60500.000.Subcontract BP# 6 General Painting Events Space Diffusers	\$1,573.57	\$1,573.57	\$0.00	\$0.00	\$1,573.57	100.00%	\$0.00	\$78.68
42	CCO #008 Keystone Change Order #008								
42.1	PCO #008 Keystone PCO #8								
42.1.1	6-60500.000.Subcontract BP# 6 General Finish Boardwalk	\$25,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$25,000.00	\$0.00
TOTALS:		\$209,111.04	\$160,103.50	\$13,895.25	\$100.00	\$174,098.75	83.26%	\$35,012.29	\$8,704.93

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:		\$2,727,111.04	\$2,219,244.98	\$70,843.38	\$308,220.73	\$2,598,309.09	95.28%	\$128,801.95	\$129,915.49



**CONDITIONAL LIEN WAIVER AND RELEASE UPON
PROGRESS PAYMENT**

KNOW ALL MEN BY THESE PRESENTS:

Upon receiving progress payment in the sum of **\$70,843.38** 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 **February 28th, 2026**, 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: **February 28th, 2025**

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

By: **Justin Menke**

Title: **President**

Signature: _____

A handwritten signature in black ink, appearing to read "Justin Menke", is written over a solid black horizontal line that extends across the width of the signature field.



Memo

TO: Mayor and Council members

FROM: Jonathan Cygan, Civil Engineer

DATE: March 12, 2026

RE: Approve Pay Request #21(Final - Corrected) - Alliance Construction Group - NW 114th Street Reconstruction - \$750.00

SYNOPSIS:

On 2/26/2026 council approved Pay Request #20. The intent of this pay request was to release all the remaining retainage left on the project. Due to the uniqueness of zeroing out the project contract from the previous mentioned error in APPIA from Change Order #10 filed on 1/8/2026, staff unintentionally retained an additional \$750.00 when issuing payment. A copy of the ledger from the project has been included for reference.

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

Pay Estimate #21 (Final Payment - Corrected) - \$750.00

A breakdown of the contract status is as follows:

Amended Contract Amount	-	\$1,368,077.39
Paid to Date	-	<u>\$1,368,077.39</u>
Contract Remaining	-	\$0.00

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

Attachments:

1. Pay Request #21
2. Ledger



City of Clive

Payment Invoice

NW 114TH STREET RECONSTRUCTION

Description	Road reconstruction from 200' west of Nw 111th to walnut creek bridge.
Payment Number	21
Pay Period	2/15/2026 to 3/5/2026
Approval Date	3/12/2026
Prime Contractor	Alliance Construction Group, LLC 9400 Plum Dr. Urbandale, IA 50322
Payment Status	Pending
Awarded Project Amount	\$1,349,523.50
Authorized Amount	\$1,368,077.39

Summary

Current Approved Work:	\$0.00	Approved Work To Date:	\$1,368,077.39
Current Stockpile Advancement:	\$0.00	Stockpile Advancement To Date:	\$92,483.00
Current Stockpile Recovery:	\$0.00	Stockpile Recovery To Date:	\$92,483.00
Current Retainage:	\$750.00	Retainage To Date:	\$67,946.37
Current Retainage Released:	\$750.00	Retainage Released To Date:	\$67,946.37
Current Liquidated Damages:	\$0.00	Liquidated Damages To Date:	\$0.00
Current Adjustment:	\$0.00	Adjustments To Date:	\$0.00
Current Payment:	\$750.00	Payments To Date:	\$1,368,077.39
Previous Payment:	\$15,196.37	Previous Payments To Date:	\$1,367,327.39

Mayor, City of Clive **Date**

Project Engineer, Jonathan Cygan **Date**

Field Engineer, Nolan Daft **Date**

Contractor, Alliance Construction Group **Date**

Item	Date	Payment	Total Payment	Adjustment	Contract Amount	Remaining
Pay Request #1	5/2/2024	\$ 51,729.87	\$ 51,729.87		\$1,349,523.50	\$ 1,297,793.63
Change Order #1	5/23/2024		\$ 51,729.87	\$2,707.78	\$1,352,231.28	\$ 1,300,501.41
Pay Request #2	6/13/2024	\$ 92,483.00	\$ 144,212.87		\$1,352,231.28	\$1,208,018.41
Pay Request #3	7/11/2024	\$ 24,105.85	\$ 168,318.72		\$1,352,231.28	\$1,183,912.56
Pay Request #4	8/8/2024	\$ 114,289.69	\$ 282,608.41		\$1,352,231.28	\$1,069,622.87
Pay Request #5	9/12/2024	\$ 51,228.41	\$ 333,836.82		\$1,352,231.28	\$1,018,394.46
Pay Request #6	10/10/2024	\$ 203,102.01	\$ 536,938.83		\$1,352,231.28	\$815,292.45
Pay Request #7	11/14/2024	\$ 211,778.01	\$ 748,716.84		\$1,352,231.28	\$603,514.44
Change Order #2	11/14/2024		\$ 748,716.84	\$2,800.00	\$1,355,031.28	\$606,314.44
Pay Request #8	12/12/2024	\$ 19,605.63	\$ 768,322.47		\$1,355,031.28	\$586,708.81
Change Order #3	12/12/2024		\$ 748,716.84	\$1,100.00	\$1,356,131.28	\$607,414.44
Pay Request #9	1/9/2025	\$ 11,328.75	\$ 779,651.22		\$1,356,131.28	\$ 576,480.06
Change Order #4	1/9/2025		\$ 748,716.84	\$4,452.00	\$1,360,583.28	\$ 611,866.44
Pay Request #10	2/6/2025	\$ 5,796.90	\$ 785,448.12		\$1,360,583.28	\$ 575,135.16
Pay Request #11	3/13/2025	\$ 4,144.46	\$ 789,592.58		\$1,360,583.28	\$ 570,990.70
Change Order #5	4/24/2025		\$ 789,592.58	\$12,005.40	\$1,372,588.68	\$ 582,996.10
Pay Request #12	5/1/2025	\$ 125,995.23	\$ 915,587.81		\$1,372,588.68	\$ 457,000.87
Change Order #6	5/22/2025		\$ 789,592.58	\$4,044.32	\$1,376,633.00	\$ 587,040.42
Pay Request #13	6/12/2025	\$ 323,324.92	\$ 1,238,912.73		\$1,376,633.00	\$ 137,720.27
Pay Request #14	7/10/2025	\$ 28,738.03	\$ 1,267,650.76		\$1,376,633.00	\$ 108,982.24
Pay Request #15	8/14/2025	\$ 5,780.18	\$ 1,273,430.94		\$1,376,633.00	\$ 103,202.06
Change Order #7	8/14/2025		\$ 1,273,430.94	\$12,640.09	\$1,389,273.09	\$ 115,842.15
Pay Request #16	9/11/2025	\$ 53,850.17	\$ 1,327,281.11		\$1,389,273.09	\$ 61,991.98
Pay Request #17	11/13/2025	\$ 14,949.91	\$ 1,342,231.02		\$1,389,273.09	\$ 47,042.07
Change Order #8	11/13/2025		\$ 1,342,231.02	-\$31,695.70	\$1,357,577.39	\$15,346.37
Pay Request #18	12/11/2025	\$ 1,500.00	\$ 1,343,731.02		\$1,357,577.39	\$13,846.37
Change Order #9	12/11/2025		\$ 1,343,731.02	\$11,250.00	\$1,368,827.39	\$25,096.37
Pay Request #19	1/8/2026	\$ 8,400.00	\$ 1,352,131.02		\$1,368,827.39	\$16,696.37
Change Order #10	1/8/2026		\$ 1,352,131.02	-\$750.00	\$1,368,077.39	\$15,946.37
Pay Request #20	2/26/2026	\$ 15,196.37	\$ 1,367,327.39		\$1,368,077.39	\$750.00
Pay Request #21	3/12/2026	\$ 750.00	\$ 1,368,077.39		\$1,368,077.39	\$0.00



Memo

TO: Mayor and Council members

FROM: Jeff May, Public Works Director

DATE: March 12, 2026

RE: Approve Pay Request #22 - Snyder & Associates - Alice's Road Reconstruction - Phase 1 - Design - \$79,471.10

SYNOPSIS:

Staff recommends approval of Pay Request #22, in the amount of \$79,471.10, to Snyder & Associates, for professional services completed on the design for the Alice's Road Reconstruction Project - Phase 1 - Design.

Additional information on the pay request can be found in the attached Council Letter.

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

Attachments:

1. 03-12-26 - Pay Request #22 - Alice's Road Reconstruction - Phase 1 - Design - Snyder - \$79,471.10
2. CL - 03-12-26 - Pay Request #22 - Alice's Road Reconstruction Design-Phase 1 - Snyder & Associates - \$79,474.10



INVOICE FOR PROFESSIONAL SERVICES

February 28, 2026

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

Invoice No: 123.1396.010 - 22

Email jmay@cityofclive.com

Project 123.1396.010 Alice's Road Reconstruction- Phase 1

Professional Services through January 31, 2026

Division 1

(50% Waukee / 50% Clive)

	Hours	Rate	Amount	
Sr. Engineer	10.00	216.00	2,160.00	
Engineer VIII	33.00	198.00	6,534.00	
Landscape Architect IV	2.50	153.00	382.50	
Landscape Architect II	1.00	128.00	128.00	
Engineer I	7.00	115.00	805.00	
Sr. Technician	27.50	144.00	3,960.00	
Technician VII	4.00	124.00	496.00	
Administrative II	1.00	77.00	77.00	
Total Services	86.00		14,542.50	
Total Services				14,542.50

Billing Limits

	Current	Prior	To-Date
Total Billings	14,542.50	915,492.41	930,034.91
Limit			991,900.00
Remaining			61,865.09

Phase Subtotal \$14,542.50

Billings to Date	Total	Prior	Current
	930,034.91	915,492.41	14,542.50

Division 2

(15% Waukee / 85% Clive)

	Hours	Rate	Amount	
Sr. Engineer	.50	216.00	108.00	
Total Services	.50		108.00	
Total Services				108.00

Billing Limits

	Current	Prior	To-Date
Total Billings	108.00	378,500.00	378,608.00
Limit			378,500.00

Adjustment -108.00

			Phase Subtotal	0.00
Billings to Date	Total	Prior	Current	
	378,500.00	378,500.00	0.00	

Division 3
(0% Waukee / 100% Clive)

	Hours	Rate	Amount	
Principal Environmental Scientist I	3.00	237.00	711.00	
Sr. Engineer	48.50	216.00	10,476.00	
Environmental Scientist VIII	.50	198.00	99.00	
Land Surveyor VIII	1.75	198.00	346.50	
Engineer VIII	69.50	198.00	13,761.00	
Project Manager VII	2.00	187.00	374.00	
Landscape Architect IV	.25	153.00	38.25	
Engineer III	54.50	141.00	7,684.50	
Right-of-Way Agent III	29.50	141.00	4,159.50	
Environmental Scientist II	3.75	128.00	480.00	
Engineer I	.50	115.00	57.50	
GIS Specialist I	1.50	115.00	172.50	
Lead Technician	10.50	150.00	1,575.00	
Technician VI	57.25	111.00	6,354.75	
Historian III	2.00	141.00	269.00	
Administrative II	1.00	77.00	77.00	
Total Services	286.00		46,635.50	
Total Services				46,635.50

Iowa Appraisal				
1/27/2026 Iowa Appraisal	Appraisal Services		1,000.00	
Iowa Title Company-				
1/12/2026 Iowa Title Company-	Report of Liens/Title Certificate		175.00	
Stantec				
1/20/2026 Stantec	Services ending 01/02/2026		9,734.25	
1/20/2026 Stantec	Services ending 01/02/2026		7,302.75	
Total Consultants				18,212.00

Employee Mileage			84.10	
Total Expenses				84.10

Billing Limits	Current	Prior	To-Date	
Total Billings	64,931.60	788,190.13	853,121.73	
Limit			1,071,500.00	
Remaining			218,378.27	
			Phase Subtotal	\$64,931.60

Billings to Date	Total	Prior	Current	
	853,121.73	788,190.13	64,931.60	

Amount Due this Invoice \$79,474.10

Billings to Date	Total	Prior	Current	
	2,161,656.64	2,082,182.54	79,474.10	

Thank you. We appreciate the opportunity to serve you.

Accounts Receivable Inquiry: ar@snyder-associates.com

Project Manager: Nathan Carhoff



February 28, 2026

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

RE: INVOICE NO. 22
ALICE'S ROAD RECONSTRUCTION
NE HORIZON DRIVE TO MEREDITH DRIVE
PROJECT #123.1396

Dear Jeff:

The attached invoice covers work on the project through January 2026. Work during this period included bidding coordination for the Phase 1B project, refining stormwater management concepts for Phase 1B through Phase 4, ongoing utility coordination for Phase 1B and Phase 2 as well as advancing preliminary plan development for Phase 4.

Right-of-way acquisitions in Phase 1B, Phase 3, and Phase 4 areas are ongoing. Coordination with Iowa DOT is ongoing for the countersigned categorical exclusion documentation. FHWA has concurred with the 4(f) determination, and we are in the public comment period for that piece of the NEPA process.

In January the federal appropriations bill was passed that included \$1,000,000 in Community Project Funding for the project. An agreement will be forthcoming.

The attached invoice summary has been updated to reflect current billings. Please contact me with any questions.

Sincerely,

SNYDER & ASSOCIATES, INC.

A handwritten signature in blue ink that reads 'Nathan Carhoff'.

Nathan Carhoff, P.E.
Project Manager
Enclosure

Alice's Road Reconstruction
 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
Invoice #18	\$155,852.88	\$77,926.44	\$77,926.44	\$31,330.00	\$26,630.50	\$4,699.50	\$108,522.52	\$108,522.52	-	\$295,705.40	\$213,079.46	\$82,625.94
Invoice #19	\$9,114.75	\$4,557.38	\$4,557.37	\$4,275.00	\$3,633.75	\$641.25	\$36,383.75	\$36,383.75	-	\$49,773.50	\$44,574.88	\$5,198.62
Invoice #20	\$13,653.25	\$6,826.63	\$6,826.62	\$18,183.25	\$15,455.76	\$2,727.49	\$36,916.70	\$36,916.70	-	\$68,753.20	\$59,199.09	\$9,554.11
Invoice #21	\$10,397.25	\$5,198.63	\$5,198.62	\$15,013.05	\$12,761.09	\$2,251.96	\$56,548.00	\$56,548.00	-	\$81,958.30	\$74,507.72	\$7,450.58
Invoice #22	\$14,542.50	\$7,271.25	\$7,271.25	\$0.00	\$0.00	\$0.00	\$64,931.60	\$64,931.60	-	\$79,474.10	\$72,202.85	\$7,271.25
Total Billed to Date	\$ 930,034.91	\$ 465,017.49	\$ 465,017.42	\$ 378,500.00	\$ 321,725.01	\$ 56,774.99	\$ 853,121.73	\$ 853,121.73	-	\$2,161,656.64	\$ 1,639,864.23	\$ 521,792.41
Total Contract	\$ 991,900.00	\$ 495,950.00	\$ 495,950.00	\$ 378,500.00	\$ 321,725.00	\$ 56,775.00	\$ 1,071,500.00	\$ 1,071,500.00	-	\$ 2,441,900.00	\$ 1,889,175.00	\$ 552,725.00

Memo

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

FROM: Jeff May, Public Works Director

DATE: March 12, 2026

RE: Approve Pay Request #22 – Alice’s Road Reconstruction -
Phase 1- Design – Snyder & Associates - \$79,474.10



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 #22 in the amount of \$79,474.10, 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
Amendment #1 (9/11/25)	\$ 367,040.00	\$ 137,860.00	\$ 504,900.00
Current Agreement Amount	\$ 1,889,175.00	\$ 552,725.00	\$ 2,441,900.00
Division 1 Approved Agreement Amount	\$ 495,950.00	\$ 495,950.00	\$ 991,900.00
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
Pay Request #17 (09/11/25)	\$ -0.02	\$ 0.02	\$ 0.00
Pay Request #18 (10/23/25)	\$ 77,926.44	\$ 77,926.44	\$ 155,852.88
Pay Request #19 (12/11/25)	\$ 4,557.38	\$ 4,557.37	\$ 9,114.75
Pay Request #20 (01/29/26)	\$ 6,826.62	\$ 6,826.63	\$ 13,653.25
Pay Request #21 (02/12/26)	\$ 5,198.63	\$ 5,198.62	\$ 10,397.25
Pay Request #22 (03/12/26)	\$ 7,271.25	\$ 7,271.25	\$ 14,542.50
Amount Requested to Date – Division 1	\$ 463,017.46	\$ 463,017.45	\$ 930,034.91
Amount paid previously – Division 1	\$ 457,746.21	\$ 457,746.20	\$ 915,492.46
Amount due this pay request – Division 1	\$ 7,271.25	\$ 7,271.25	\$ 14,542.50
Amount remaining - Division 1	\$ 30,932.54	\$ 30,932.55	\$ 61,865.09
Division 2 Approved Agreement Amount	\$ 321,725.00	\$ 56,775.00	\$ 378,500.00

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
Pay Request #18 (10/23/25)	\$ 26,630.50	\$ 4,699.50	\$ 31,330.00
Pay Request #19 (12/11/25)	\$ 3,633.75	\$ 641.25	\$ 4,275.00
Pay Request #20 (01/29/26)	\$ 15,455.76	\$ 2,727.49	\$ 18,183.25
Pay Request #21 (02/12/26)	\$ 12,761.09	\$ 2,251.96	\$ 15,013.05
Pay Request #22 (03/12/26)	\$ 0.00	\$ 0.00	\$ 0.00
Total Requested to Date – Division 2	\$ 321,725.01	\$ 56,774.99	\$ 378,500.00
Amount paid previously – Division 2	\$ 321,725.01	\$ 56,774.99	\$ 378,500.00
Amount due this pay request – Division 2	\$ 0.00	\$ 0.00	\$ 0.00
Amount remaining - Division 2	\$ 0.00	\$ 0.00	\$ 0.00

Division 3 Approved Agreement Amount	\$ 1,071,500.00	\$ 0.00	\$ 1,071,500.00
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
Pay Request #18 (10/23/25)	\$ 108,522.52	\$ 0.00	\$ 108,522.52
Pay Request #19 (12/11/25)	\$ 36,383.75	\$ 0.00	\$ 36,383.75
Pay Request #20 (01/29/26)	\$ 36,916.70	\$ 0.00	\$ 36,916.70
Pay Request #21 (02/12/26)	\$ 56,548.00	\$ 0.00	\$ 56,548.00
Pay Request #22 (03/12/26)	\$ 64,931.60	\$ 0.00	\$ 64,931.60

Total Requested to Date – Division 3	\$ 853,121.73	\$ 0.00	\$ 853,121.73
Amount paid previously – Division 3	\$ 788,190.13	\$ 0.00	\$ 788,190.13
Amount due this pay request – Division 3	\$ 64,931.60	\$ 0.00	\$ 64,931.60
Amount remaining - Division 3	\$ 218,378.27	\$ 0.00	\$ 218,378.27

Total Amount Requested to Date	\$ 1,639,864.20	\$ 521,792.44	\$ 2,161,656.64
Total Amount Paid Previously	\$ 1,567,661.35	\$ 514,521.19	\$ 2,082,182.51
Total Amount due this pay request	\$ 72,202.85	\$ 7,271.25	\$ 79,474.10
Total Amount Remaining on Contract	\$ 249,310.80	\$ 30,932.56	\$ 280,243.36

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



Memo

TO: Mayor and Council members

FROM: Elizabeth Hansen, Director of Administrative Services

DATE: March 12, 2026

RE: Resolution Approving Financial Services Agreement with PFM Financial Advisors LLC

SYNOPSIS:

PFM has served as the City's municipal advisor since 2017. The proposed Engagement Letter supersedes the prior agreement and continues PFM's services in financial planning, capital modeling, TIF and enterprise fund analysis, and debt issuance support. Their retainer has not changed from \$10,000 annually since 2017. The new agreement, with compensation, includes:

- Annual retainer: \$17,500 (2026), \$22,000 (2027), \$25,000 (2028+)
- Transaction fees for bond issues are based on size of issuance.

The transaction-related fees are paid from bond proceeds. The annual retainer is budgeted. Staff recommends approval of the resolution.

Attachments:

1. RES financial services agreement PFM
2. Clive_PFM_Municipal_Advisor_Engagement_Letter_02-24-2026

RESOLUTION APPROVING FINANCIAL SERVICES AGREEMENT
WITH PFM FINANCIAL ADVISORS LLC

WHEREAS, the City of Clive, Iowa (the “City”) desires to obtain municipal advisory services related to financial planning, cashflow modeling, valuation analyses, and debt transaction implementation; and

WHEREAS, PFM Financial Advisors LLC (“PFM”) has submitted an Engagement Letter dated February 24, 2026, to serve as financial advisor to the City, which supersedes the prior agreement dated January 19, 2017; and

WHEREAS, the Engagement Letter sets forth the scope of services in Exhibit A, compensation in Exhibit B, and insurance information in Exhibit C; and

WHEREAS, the City Council finds it to be in the best interests of the City to approve said Engagement Letter and retain PFM Financial Advisors LLC to provide municipal advisory services to the City.

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

That the Engagement Letter between the City of Clive and PFM Financial Advisors LLC, dated February 24, 2026, for municipal advisory services, is hereby approved and accepted; and

That the Mayor is hereby authorized and directed to execute said Engagement Letter on behalf of the City; and

That the City Clerk is hereby authorized and directed to attest to the signature of the Mayor.

PASSED AND APPROVED THIS 12TH DAY OF MARCH 2026.

By _____
John Edwards, Mayor

ATTEST:

Matthew D. Graham, City Clerk



February 24, 2026

Matt McQuillen
City Manager
City of Clive, Iowa
1900 NW 114th Street
Clive, Iowa 50325

Dear Matt,

The purpose of this letter (this “Engagement Letter”) is to confirm our agreement that PFM Financial Advisors LLC (“PFM”) will act as financial advisor to the City of Clive, Iowa (the “Client”) for ongoing financial planning services. This Engagement Letter will supersede the Client’s prior agreement, dated January 19, 2017. PFM will provide, upon request of the Client, financial planning services, development of planning models and debt transaction implementation services, as applicable and set forth in Exhibit A to this Engagement Letter. Most tasks requested by Client will not require all services provided for in Exhibit A and as such the specific scope of services for such task shall be limited to just those services required to complete the task.

pfm

801 Grand
Suite 3300
Des Moines, IA 50309
515.243.2600

pfm.com

PFM is a registered municipal advisor with the Securities and Exchange Commission (the “SEC”) and the Municipal Securities Rulemaking Board (the “MSRB”), pursuant to the Securities Exchange Act of 1934 Rule 15Ba1-2. As of the date of this letter, Client has not designated PFM as its independent registered municipal advisor (“IRMA”) for purposes of SEC Rule 15Ba1-1(d)(3)(vi) (the “IRMA exemption”). Client agrees not to represent that PFM is Client’s IRMA with respect to any aspect of a municipal securities issuance or municipal financial product, without PFM’s prior written consent.

MSRB Rule G-42 requires that municipal advisors make written disclosures to its Clients of all material conflicts of interest and certain legal or disciplinary events. Such disclosures are provided in PFM’s Disclosure Statement delivered to Client together with this agreement.

PFM’s services will commence as soon as practicable after the receipt of this Engagement Letter by the Client and a request by the Client for such service. Any material changes in or additions to the scope of services described in Exhibit A shall be promptly reflected in a written supplement or amendment to this Engagement Letter. Services provided by PFM which are not included in the scope of services set forth in Exhibit A of this agreement shall be completed as agreed in writing in advance between the Client and PFM. Upon request of Client, PFM or an affiliate of PFM may agree to additional services to be provided by PFM or an affiliate of PFM, by a separate agreement between the Client and PFM or its respective affiliate.

For the services described in Exhibit A, PFM’s professional fees will be paid as provided in Exhibit B. In addition to fees for services, PFM will be reimbursed for necessary, reasonable, and documented out-of-pocket expenses, as outlined in Exhibit B, which are incurred by PFM. Upon request of Client, documentation of such expenses will be provided.



This Engagement Letter shall remain in effect unless canceled in writing by either party upon thirty (30) days written notice to the other party. PFM shall not assign any interest in this Engagement Letter or subcontract any of the work performed under this Engagement Letter without the prior written consent of the Client; provided that upon notice to Client, PFM may assign this Engagement Letter or any interests hereunder to a municipal advisor entity registered with the SEC that directly or indirectly controls, is controlled by, or is under common control with, PFM.

All information, data, reports, and records (“Data”) in the possession of the Client or any third party necessary for carrying out any services to be performed under this Engagement Letter shall be furnished to PFM and the Client shall, and shall cause its agent(s) to, cooperate with PFM in its conduct of reasonable due diligence in performing the services. To the extent Client requests that PFM provide advice with regard to any recommendation made by a third party, Client will provide to PFM written direction to do so as well as any Data it has received from such third party relating to its recommendation. Client acknowledges and agrees that while PFM is relying on the Data in connection with its provision of the services under this agreement, PFM makes no representation with respect to and shall not be responsible for the accuracy or completeness of such Data.

All notices given under this Engagement Letter will be in writing, sent by email or registered United States mail, with return receipt requested, addressed to the party for whom it is intended, at the addresses on the first page of this Engagement Letter.

All materials, except functioning or dynamic financial models, prepared by PFM pursuant exclusively to this Engagement Letter will be the property of the Client. Subject to the preceding exception, upon termination of this Engagement Letter, PFM will deliver to the Client copies of any and all material pertaining to this Engagement Letter.

The Des Moines office of PFM will provide the services set forth in this Engagement Letter. PFM may, from time to time, supplement or otherwise amend team members. The Client has the right to request, for any reason, PFM to replace any member of the advisory staff. Should the Client make such a request, PFM will promptly suggest a substitute for approval by the Client.

PFM will maintain insurance coverage with policy limits not less than as stated in Exhibit C. Except to the extent caused by willful misconduct, bad faith, gross negligence or reckless disregard of obligations or duties under this Engagement Letter on the part of PFM or any of its associated persons, neither PFM nor any of its associated persons shall have liability to any person for any act or omission in connection with performance of its services hereunder, or for any error of judgment or mistake of law, or for any loss arising out of any issuance of municipal securities, any municipal financial product or any other financial product or investment, or for any financial or other damages resulting from Client’s election to act or not to act, as the case may be, contrary to or, absent negligence on the part of PFM or any of its associated persons, upon any advice or recommendation provided by PFM to Client.



PFM, its employees, officers and representatives at all times will be independent contractors and will not be deemed to be employees, agents, partners, servants and/or joint venturers of Client by virtue of this Engagement Letter or any actions or services rendered under this Engagement Letter.

This Engagement Letter represents the entire agreement between Client and PFM and may not be amended or modified except in writing signed by PFM.

Please have an authorized official of the Client acknowledge receipt of this Engagement Letter and respond to us to acknowledge the terms of this engagement.

Sincerely,

PFM FINANCIAL ADVISORS LLC

Susanne Gerlach
Managing Director



EXHIBIT A **SCOPE OF SERVICES**

PFM shall provide, upon request of the Client, municipal advisory services related to financial planning and cashflow modeling, valuation analyses and services related to debt issuance, examples of which, not intended to be exclusive, are set forth as follows.

1. Services related to the Financial Planning and Development of Planning Models completed upon the request of the Client:
 - Review of Client's audited financial statements.
 - Review current and projected financial status and capacity of the client.
 - Identification and determination of Client's existing taxable valuation.
 - Review current debt structure, identifying strengths and weaknesses of structure so that future debt issues can be designed to optimize ability to finance future capital needs.
 - This will include, but is not limited to, reviewing existing debt for the possibility of refunding that debt to provide the Client with savings.
 - Based on 100% valuation, estimate the Client's taxable valuation using PFM's Valuation Model and the effect that this will have on the Debt Service Levy, G.O. Capacity and all TIF areas. Work with Client staff to determine whether or not increment will be released in that specific year.
 - Review capital improvement plan and review funding sources for the capital projects.
 - Development and preparation of several financial and capital planning models:
 - Debt Service Levy and Debt Service Fund Capital Planning Model
 - Valuation Analyses and Estimated TIF Increment Release
 - Individual Tax Increment Urban Renewal Plan cashflow models
 - Composite Tax Increment Urban Renewal Plan cashflow model (where applicable)
 - Sewer Enterprise Fund financial and capital planning model
 - Water Enterprise Fund financial and capital planning model
 - Stormwater Enterprise Fund financial and capital planning model
 - Capital funding analysis (including Debt Sizing and Debt Service Determination for future bond issues based off the Client's Capital Improvement Fund)
 - Develop financial options analyses (using financial and capital planning models listed above):
 - Analysis of the existing financial arrangements
 - Analyze debt capacity
 - Identify & analyze financing alternatives and debt structuring options
 - Develop scenarios
 - Analyze and compare to objectives/constraints
 - Evaluation of alternative security structures
 - Evaluation of alternative funding and financing approaches
 - Sensitivity analysis
 - Develop preliminary financial plan objectives:
 - Review and revise with staff
 - Presentation and review with City Council
 - Assist with financial plan review and approval (as appropriate)



- Assist Client staff with annual TIF Certification.
 - Provide financial cashflow analyses for new developer proposals.
 - Review the reports of accountants, independent engineers and other project feasibility consultants to ensure that such studies adequately address technical, economic, and financial risk factors affecting the marketability of any proposed revenue debt issues; provide bond market assumptions necessary for financial projections included in these studies; attend all relevant working sessions regarding the preparations, review and completion of such independent studies; and provide written comments and recommendations regarding assumptions, analytic methods, and conclusions contained therein.
 - Attend meetings with Client's staff, consultants and other professionals and the Client.
 - Attend meetings as requested to provide financial updates to staff and elected officials.
 - Review underwriter's proposals and submit a written analysis of same to the Client.
 - Assist with the development and periodic review of written financial policies.
 - Undertake any and all other financial planning and policy development assignments made by the Client regarding bond and other financings, and financial policy including budget, tax, cash management issues and related fiscal policy and programs.
 - Assist the Client in preparing financial presentations for public hearings and/ or referendums.
 - Other special projects as requested by the Client.
2. Services Related to Debt Transaction Implementation (including short term financings, notes, loans, letters of credit, lines of credit and bonds) completed upon the request of the Client:
- Develop/update the financial models directly associated with the type of bond issue being sold (G.O. Capacity, Tax Analysis, TIF Cashflow, etc.) to make sure that the financing is in place prior to issuance.
 - Develop/oversee financing schedule
 - Articulate final terms and conditions
 - Identify key bond covenant features and advise as to the financial consequences of provisions to be included in bond resolutions regarding security, creation of reserve funds, flow of funds, redemption provisions, additional parity debt tests, etc.; review and comment on successive drafts of bond resolutions.
 - Assist the Client in the selection/procurement of other services relating to debt issuance such as paying agent, registrar, verification agent, escrow agent, printing, etc.
 - Coordinate with the other finance team members
 - Analyze cost/benefit if using credit enhancement, including bond insurance (as appropriate)
 - Develop and implement credit review and credit strategy (as appropriate)
 - Schedule the credit call with the appropriate individuals
 - Develop and update the credit presentation to use during the credit call
 - Assist Client during the credit call
 - Analyze, negotiate and review legal documents and offering memorandum/Official Statement
 - Analyze and review legal documents
 - Compile a request for information from Client for the Official Statement



- Prepare the Official Statement
 - Send the Official Statement to the appropriate individuals for review
- Analyze and assist in development of final debt structure, terms and conditions
- Assist and coordinate marketing of Bonds
 - Timing of sale
 - Target potential underwriters
 - Marketing information
 - Disclosure documents
 - Calls to underwriters
- Attend City Council/meetings with staff; make presentations, (as requested)
- Provide regular updates of tax-exempt bond market conditions and advise the Client as to the most advantageous timing for issuing its debt.
- Prepare sale details and conduct pre-pricing monitoring analysis
 - Review comparable issues (market indices)
 - Review calendar of economic events
 - Target pricing analysis
 - Assess sale calendar
- Advise the Client on the condition of the bond market at the time of sale, including volume, timing considerations, competing offerings, and general economic considerations.
- Coordinate receipt of competitive underwriter bids
 - Calculate and verify true interest cost calculations
 - Conduct final debt sizing schedule
 - Obtain and coordinate good faith deposit
 - Provide recommendation on final offer to purchase
- Prepare and review final financing documents
- Arrange, coordinate and execute transaction closing

If the transaction is negotiated or issued via private placement, the services of the municipal advisor will be modified to reflect that process.



EXHIBIT B
COMPENSATION FOR SERVICES

1. Transaction Fees

For services related to the issuance of Bonds, PFM will be paid a Municipal Advisory fee as shown below at closing of transaction:

Par Amount of Issue	Proposed Fee
Under \$1.0 Million	Greater of \$5,000 or 1% of Par
\$1.0 to \$4.99 Million	\$16,500
\$5.0 to \$9.99 Million	\$20,000
\$10.0 to \$14.99 Million	\$25,000
\$15.0 to \$19.99 Million	\$30,000
Over \$20.0 Million	To be negotiated
G.O. Refunding Bonds	Same as GO Bonds
TIF Revenue Bonds	125% of GO Bond Fee
Revenue Bonds	125% of GO Bond Fee
SRF Loans	65% of Revenue Bond Fee

2. Annual Retainer Fee

For financial planning services, development of planning models, and other services provided as requested by the Client, PFM will be paid a flat fee based on the table below, inclusive of all projects detailed herein.

Calendar Year	Annual Retainer Fee
2026	\$17,500
2027	\$22,000
2028 and thereafter	\$25,000

The annual retainer shall be billed after June 30 at the end of the fiscal year based on the actual projects completed on the engagement through that date, and shall be payable upon invoice. The Retainer assumes the scope of services outlined in Exhibit A can be completed within 75 hours.

Should the Client not request all projects to be completed during the fiscal year, the Client shall be invoiced for projects completed during the fiscal year based on the following schedule:

<u>Project</u>	<u>Annual Cost</u>
Debt Levy/G.O. Capacity/CIP	\$5,000
Sewer Enterprise	\$5,000
Water Enterprise	\$5,000
Stormwater Enterprise	\$5,000
Valuation Analysis	\$7,500
TIF Cashflows	\$2,500
Multi-Year Updates for All Projects	\$1,000 per fiscal year
Special Projects	Various



3. Hourly Special Project Fees (Non-Transaction Related)

In the event the Client requests that PFM perform significant special projects, fees will be negotiated in advance of the project. Fees will be generally based upon the following hourly rates for the indicated levels of experience or their equivalents.

<u>Experience Level</u>	<u>Hourly Rate</u>
Managing Director	\$350.00
Director	\$300.00
Senior Managing Consultant	\$250.00
Senior Analyst	\$200.00
Analyst	\$175.00
Municipal Bond Assistant	\$125.00

4. Reimbursable Expenses

In addition to fees for services, PFM will be reimbursed for necessary, reasonable, and documented out-of-pocket expenses incurred, including travel, meals, lodging, printing, telephone, postage and other ordinary costs which are incurred by PFM. Appropriate documentation can be provided.



EXHIBIT C
INSURANCE STATEMENT

PFM has a complete insurance program, including property, casualty, general liability, automobile liability and workers compensation. PFM maintains professional liability and fidelity bond coverages which total \$5 million and \$5 million single loss/ \$10 million aggregate, respectively. PFM also carries a \$5 million cyber liability policy.

Our Professional Liability policy is a “claims made” policy and our General Liability policy claims would be made by occurrence.

1. Deductibles/SIR:

Automobile \$100 comprehensive & \$1,000 collision
Cyber Liability \$100,000
General Liability \$0
Professional Liability (E&O) \$200,000
Financial Institution Bond \$50,000

2. Insurance Company & AM Best Rating:

Professional Liability (E&O) Lloyds of London; (A; Stable)
..... AXIS Surplus Insurance Company; (A; Stable)
Financial Institution Bond Berkley Regional Insurance Company; (A+; Stable)
Cyber Liability Greenwich Insurance Company (A+; Stable)
General Liability Valley Forge Insurance Company; (A; Stable)
Automobile Liability Continental Insurance Company; (A; Stable)
Excess/Umbrella Liability Continental Insurance Company; (A; Stable)
Workers Compensation &
Employers Liability Continental Insurance Company; (A; Stable)



Memo

TO: Mayor and Council members

FROM: Mark Mertens, Code Enforcement Officer

DATE: March 12, 2026

RE: Resolution Authorizing Agreement with Economic Concrete Services Inc. for Sidewalk Repairs in Connection with the 2026 Sidewalk Repair Program

SYNOPSIS:

Staff have completed sidewalk inspections as defined in the Sidewalk Inspection and Repair Policy. 175 sidewalk repairs in zone 1 (properties east of NW 100th Street) have been identified. Requests for quotes were sent to twenty-three local contractors and three proposals were submitted, attached hereto.

Based on a thorough review of the responses and bid prices, staff would recommend entering into a contract with Economic Concrete Services Inc. at the rates outlined in Exhibit A of the Contractor Agreement. Staff have worked with Economic Concrete Services Inc. several times in the past and are confident that they have the ability to complete the work prior to September 30, 2026.

Attached for your approval is a Resolution Authorizing Agreement with Economic Concrete Services Inc. to perform the needed sidewalk repairs for the 2026 Sidewalk Repair Program.

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

Attachments:

1. 2026 Sidewalk Safety Program Bids
2. Economic Concrete Services Signed Contract
3. 2026 Resolution Authorizing Contractor Agreement_Sidewalk Safety

VIII. Identity of the Quoting Contractor:

Economic Concrete Services Inc. 1250 S. Pleasant Hill Blvd
Quoting Contractor's Business Name Street Address

Pleasant Hill, IA 50327 515-943-3085
City, State - Zip Code Telephone Number

GINO Lopez - President
Name and Title of Quoting Contractor's Representative Authorized to Execute Quotation

Contractor's Public Registration Number, issued by the Iowa Commissioner of Labor as required by Section 91C.5 of the Iowa Code: _____

IX. Quoting Contractor's Authorized Signature:

This Competitive Quotation executed this 28 day of January, 2026,

by GINO Lopez, authorized representative of the Quoting Contractor.
Print Name


Signature of Quoting Contractor's Authorized Representative

perform the work and complete the improvements as described herein, based on the cost per square foot specified below.

<u>Description</u>	<u>Unit Price Per Property Location</u>
4" Concrete for 20 SF and Under	\$ <u>14.00</u> / per sq ft
4" Concrete over 20 SF	\$ <u>8.75</u> / per sq ft
5" Concrete over 20 SF	\$ <u>9.00</u> / per sq ft
6" Concrete for 20 SF and Under	\$ <u>17.00</u> / per sq ft
6" Concrete over 20 SF	\$ <u>15.00</u> / per sq ft
Installation of truncated domes (The city provides the domes at no cost)	\$ <u>90.00</u> / each

***Tree Root Removal shall be determined by the City's designated inspector and is incidental to the Project.**

***Sales Tax – The bidder shall NOT include sales tax in the bid. Rather, the City shall issue tax exemption certificates to the successful low bidder after the project has been awarded.**

VI. Quoting Contractor's Acknowledgments

The Quoting Contractor hereby acknowledges that the City of Clive (hereinafter City) reserves the right to:

1. Reject any, or all, competitive quotation proposals. Award of the contractor agreement, if any, shall be made to be to the lowest responsive, responsible bidder.
2. This is a unit price bid agreement. The quantities are not listed at this time since the City does not yet know the number of properties that will make their own repairs after being given proper notice.
3. Following the award of the Contractor's Agreement, the Contractor shall be required to attend a Preconstruction Meeting at a time and place designated by the City.

VII. Quoting Contractor's Agreement:

The Quoting Contractor hereby agrees:

1. If the contractor's proposal is accepted, to enter into a Contractor's Agreement. Furthermore, provide proof of proper insurance, and proof of registration with the Iowa Division of Labor in accordance with Chapter 91C of the Iowa Code. The contractor must guarantee the proposal for thirty (30) days following the specified due date.
2. The Project includes the repair, replacement and reconstruction of certain sidewalks in the City of Clive as identified by Clive Code Enforcement. Code Enforcement shall notify the contractor of the address of each property at which work is to be performed.

VIII. Identity of the Quoting Contractor:

I-80 Concrete
Quoting Contractor's Business Name

1444 NW 124th Ct.
Street Address

Clive, IA 50325
City, State - Zip Code

315-658-4800
Telephone Number

Brett McDonough, Partner
Name and Title of Quoting Contractor's Representative Authorized to Execute Quotation

Contractor's Public Registration Number, issued by the Iowa Commissioner of Labor as required by Section 91C.5 of the Iowa Code: C1224-52

IX. Quoting Contractor's Authorized Signature:

This Competitive Quotation executed this 2nd day of February, 2026,

by Brett McDonough, authorized representative of the Quoting Contractor.
Print Name


Signature of Quoting Contractor's Authorized Representative

perform the work and complete the improvements as described herein, based on the cost per square foot specified below.

<u>Description</u>	<u>Unit Price Per Property Location</u>
4" Concrete for 20 SF and Under	\$ <u>15</u> / per sq ft
4" Concrete over 20 SF	\$ <u>10</u> / per sq ft
5" Concrete over 20 SF	\$ <u>11</u> / per sq ft
6" Concrete for 20 SF and Under	\$ <u>20</u> / per sq ft
6" Concrete over 20 SF	\$ <u>16</u> / per sq ft
Installation of truncated domes (The city provides the domes at no cost)	\$ <u>150</u> / each

***Tree Root Removal shall be determined by the City's designated inspector and is incidental to the Project.**

***Sales Tax – The bidder shall NOT include sales tax in the bid. Rather, the City shall issue tax exemption certificates to the successful low bidder after the project has been awarded.**

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2. The Project includes the repair, replacement and reconstruction of certain sidewalks in the City of Clive as identified by Clive Code Enforcement. Code Enforcement shall notify the contractor of the address of each property at which work is to be performed.

VIII. Identity of the Quoting Contractor:

Jordison Construction
Quoting Contractor's Business Name

12014 Ridgeman Drive
Street Address UTD

Urbandale, IA 50323
City, State - Zip Code

515-225-4196
Telephone Number

JERRY SAUSAGE PM/Estimator
Name and Title of Quoting Contractor's Representative Authorized to Execute Quotation

Contractor's Public Registration Number, issued by the Iowa Commissioner of Labor as required by Section 91C.5 of the Iowa Code: 88138 - _ _ _

IX. Quoting Contractor's Authorized Signature:

This Competitive Quotation executed this 19th day of January, 2026,

by JERRY SAUSAGE, authorized representative of the Quoting Contractor.
Print Name


Signature of Quoting Contractor's Authorized Representative

perform the work and complete the improvements as described herein, based on the cost per square foot specified below.

<u>Description</u>	<u>Unit Price Per Property Location</u>
4" Concrete for 20 SF and Under	\$ <u>29</u> / per sq ft
4" Concrete over 20 SF	\$ <u>28</u> / per sq ft
5" Concrete over 20 SF	\$ <u>30</u> / per sq ft
6" Concrete for 20 SF and Under	\$ <u>31</u> / per sq ft
6" Concrete over 20 SF	\$ <u>31</u> / per sq ft
Installation of truncated domes (The city provides the domes at no cost)	\$ <u>20</u> / each

***Tree Root Removal shall be determined by the City's designated inspector and is incidental to the Project.**

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2. This is a unit price bid agreement. The quantities are not listed at this time since the City does not yet know the number of properties that will make their own repairs after being given proper notice.
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2. The Project includes the repair, replacement and reconstruction of certain sidewalks in the City of Clive as identified by Clive Code Enforcement. Code Enforcement shall notify the contractor of the address of each property at which work is to be performed.

SIDEWALK REPAIR PROGRAM CONTRACTOR AGREEMENT

THIS SIDEWALK REPAIR PROGRAM AGREEMENT (the "Agreement") is made and entered into as of the 02 day of March, 2026, by and between the CITY OF CLIVE, IOWA, a municipal corporation (the "City") and Economic Concrete Services, Inc. (the "Contractor").

W I T N E S S E T H :

WHEREAS, the City desires to have the Contractor perform all work necessary to complete the 2026 Sidewalk Repair Program (the "Project") in accordance with the terms and conditions of this Agreement; and

WHEREAS, the Contractor desires to perform all the work necessary to complete the Project in accordance with the terms and conditions of this Agreement (the "Work").

NOW, THEREFORE, the City and contractor agree as follows:

1. The Project includes the repair, replacement and reconstruction of certain sidewalks (the "Work") in the City of Clive as identified by Clive Code Enforcement ("Code Enforcement"). Code Enforcement shall notify the Contractor of the address of each property at which Work is to be performed.
2. The Contractor shall furnish all the material, supplies, tools, equipment, labor and other services necessary for the full completion of the Project.
3. Sub-base material, if needed, shall be $\frac{3}{4}$ " limestone.
4. The Contractor shall use a minimum of 3,500 psi rated concrete in the performance of all repairs, replacements and reconstruction
5. When sidewalk panels/portions have been removed, the missing portion of the sidewalk must be barricaded or protected in some way to prevent injury. The areas where the sidewalk has been removed must be poured back and finished within five (7) days.
6. The Contractor shall restore all ground disturbed by such repair, replacement or reconstruction of said sidewalks to a condition equal to that existing prior to the start of such Work by backfilling and re-grading the ground to the existing grade and seeding the same.
7. When the replacement panels are at the property line and/or the sidewalk through the driveway/approach, $\frac{1}{2}$ " expansion material shall be used. The expansion material shall be placed at the property line and shall be placed on all sides of the sidewalk going through the driveway/driveway approach.

8. The contractor may be required to communicate with property owners either in person or by leaving door tags if important information needs to be conveyed. For example, when a property owner's sidewalk through the driveway is scheduled for removal, the contractor must notify the property owner of the approximate day the removal will occur and when the property owner would be allowed to drive on it again.
9. The Contractor shall adequately sign and barricade all work sites to further protect sidewalk replacements from vandalism or damage during the curing process. The Contractor shall be responsible for cost associated with any repair or replacement of concrete resulting from vandalism or damage to curing concrete.
10. The contractor shall be responsible for the repair or replacement of damage caused by the contractor, including but not limited to, any private property, adjoining sidewalk, and driveway or driveway approach.
11. The Contractor shall promptly commence the Work after receiving a Notice to Proceed from Code Enforcement and shall promptly complete the Work on or before September 30, 2026. A one hundred dollar (\$100.00) per day late charge may be assessed every day thereafter until the Work is completed.
12. Payment to the Contractor shall be made by the City in cash, or its equivalent. Payments shall be made to the Contractor based on the rates as set forth in Exhibit A attached hereto, and quantity completed equal to ninety-five percent (95%) of the work completed subject to the approval of the City. Such payment shall in no way be construed as an act of acceptance for any part of the work partially or totally completed. The balance of the five percent (5%) due to the Contractor shall be paid only after acceptance of the project and in accordance with the provisions of Chapter 573 of the Code of Iowa, as amended; furthermore, all required closeout documents shall be turned in before final payment. The Contractor shall submit a Payment Request for the Work performed from the date of this Agreement through September 30, 2026 (the "Primary Project Period").
13. The Contractor shall indemnify and hold harmless the City and the owner of each property at which the Work is performed from any and all damages or injury to any person or property resulting from or arising out of any and all activities performed by the Contractor in connection with the fulfillment of its obligations under the terms and conditions of this Agreement or arising in any manner from the existence of this Agreement. This includes, but is not limited to, the repair or replacements of any damage caused by Contractor to any private property, adjoining sidewalk panels, and driveway or driveway approach.

14. The Contractor hereby agrees to provide a one (1) year warranty to the City pursuant to which the Contractor warrants all labor and materials furnished and work performed in conjunction with the Project shall be free from defective materials or workmanship in accordance with industry standards and tolerances, and in normal and customary use, for a period of one (1) year from the date of final acceptance of the work by the City.
15. The City of Clive, its officers and employees shall be named as additional insured on the Contractor's, subcontractor's, and independent contractor's liability insurance policies and certificates of insurance. This provision does not apply to workers' compensation insurance. The contractor agrees to provide and maintain for the term of the project the following insurance coverage:
- a. **Workers Compensation and Employers Liability Insurance** with limits of liability of \$1,000,000 and shall meet the requirements of the Iowa Workers Compensation Law covering all the Contractors employees carrying out their work.
 - b. **General Liability Insurance** with limits of liability of at least \$1,000,000 per occurrence for Bodily Injury and Property Damage. As a minimum, coverage for Premises, Operations, Products and Completed Operations shall be included. This coverage shall protect the public or any person from injury or property damage sustained by reason of the Contractor or its employees carrying out their work
 - c. **Automobile Liability Insurance** with **either** a combined limit of at least \$1,000,000 per occurrence for bodily injury and property damage without sub-limits **or** split limits of at least \$1,000,000 for bodily injury per person per occurrence and \$1,000,000 for property damage per occurrence. Coverage shall include all owned, hired, and non-owned motor vehicles used in the performance of work by the Contractor or its employees.
16. The term of this Agreement shall commence on the date of this Agreement unless terminated earlier by the City. The City may terminate this Agreement at any time for any reason upon thirty (30) days prior written notice to Contractor. In the event of termination of the Agreement by the City, the City shall promptly pay to Contractor all sums due to Contractor for work completed and accepted by City.
17. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors and assigns.

Exhibit A

Rates for Work Performed

4" FOR 20 SQ FT & UNDER	\$ <u>14.00</u> PER SQ FT
4" OVER 20 SQ FT	\$ <u>8.75</u> PER SQ FT
5" OVER 20 SQ FT	\$ <u>9.00</u> PER SQ FT
6" FOR 20 SQ FT & UNDER	\$ <u>17.00</u> PER SQ FT
6" OVER 20 SQ FT	\$ <u>15.00</u> PER SQ FT
<u>INSTALLATION OF TRUNCATED DOMES (CITY PROVIDES DOMES AT NO COST)</u>	\$ <u>90.00</u> PER EACH DOME

***Tree Root Removal shall be determined by the City's designated inspector and is incidental to the Project.**

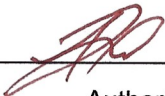
***Sales Tax – The bidder shall NOT include sales tax in the bid. Rather, the City shall issue tax exemption certificates to the successful low bidder after the project has been awarded.**

IN WITNESS WHEREOF, the parties hereto have executed or caused to be executed by their duly authorized officials, this Agreement in two counterparts each of which shall be deemed an original on the date first above written.

CITY: CITY OF CLIVE, IOWA

CONTRACTOR:

By: _____
John Edwards, Mayor

By:  _____
Authorized Representative

Printed Name: Gino Lopez

Title: President

Company Name: Economic Concrete Services

RESOLUTION NO. _____

RESOLUTION AUTHORIZING AGREEMENT WITH ECONOMIC CONCRETE
SERVICES INC.
FOR SIDEWALK REPAIRS IN CONNECTION WITH
THE 2026 SIDEWALK REPAIR PROGRAM

WHEREAS, the City of Clive desires to enter into an agreement for sidewalk repairs in connection with the 2026 Sidewalk Repair Program; and

WHEREAS, the City prepared and distributed a Request for Proposals to perform said services, and the City received three (3) bids; and

WHEREAS, after evaluating the proposals and the contractors, the City desires to engage Economic Concrete Services Inc. to perform repairs to sidewalks for the 2026 Sidewalk Repair Program.

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

That the 2026 Sidewalk Repair Contractor Agreement with Economic Concrete Services Inc. is hereby approved, the Mayor is hereby authorized to execute said agreement on behalf of the City, and the City Clerk to attest to such signature, if necessary.

PASSED AND APPROVED this _____ day of _____ 2026.

John Edwards, Mayor

ATTEST:

Matthew Graham, City Clerk



Memo

TO: Mayor and Council members

FROM: Amanda Grutzmacher, Senior Planner

DATE: March 12, 2026

RE: Resolution Authorizing the Iowa National Heritage Foundation to Make Filings to the Surface Transportation Board on Behalf of the City of Clive

SYNOPSIS:

Norfolk Southern Railway Company filed with the Surface Transportation Board a proposed abandonment of railway that includes the remaining rail infrastructure within City of Clive. The approximately 12.2 miles of track to be abandoned crosses through Des Moines, West Des Moines, Windsor Heights, Clive, Urbandale, and Grimes. The Des Moines Metropolitan Planning Organization (MPO) is serving a coordination role for the railway corridor communities and stakeholders. The MPO has brought in the Iowa National Heritage Foundation to assist due to their significant experience with railway abandonment processes and procedures. To continue the process of regionally exploring opportunities for public use of the abandoned rail corridor, the City must authorize INHF to make filings on its behalf to the Surface Transportation Board. These initial steps do not commit the region or any of the communities to any course of action, nor to any short- or long-term expense. These initial steps are focused on quickly positioning the region to collectively negotiate with the railroad as effectively as possible. Additional discussion will be had on visioning, planning, costs, etc., as this process progresses. Staff from the Community Development Department will serve as the City's liaison for additional discussions.

Staff recommends approval of the Resolution Authorizing the Iowa National Heritage Foundation to Make Filings to the Surface Transportation Board on Behalf of the City of Clive and execution of the associated letter to the Chief of Case Administration, Office of Chief Counsel for the Surface Transportation Board.

Attachments:

1. Resolution
2. INHF Authorization Letter
3. Map of Track to be Abandoned

RESOLUTION AUTHORIZING THE IOWA NATIONAL HERITAGE FOUNDATION TO
MAKE FILINGS TO THE SURFACE TRANSPORTATION BOARD ON BEHALF OF THE
CITY OF CLIVE

WHEREAS, Norfolk Southern Railway Company filed with the Surface Transportation Board a proposed abandonment of railway between Milepost DU 340.8 +/- and Milepost DU 353.0 +/- (the Grimes Line); and

WHEREAS, the Des Moines Metropolitan Planning Organization (hereinafter, the “MPO”) is serving in a coordination role for the railway corridor communities and stakeholders; and

WHEREAS, the MPO will be supported by the Iowa National Heritage Foundation (hereinafter the “INHF”); and

WHEREAS, the INHF has significant experience with railway abandonment processes and procedures will make filings to the Surface Transportation Board for Public Use Condition to pause the abandonment process and petition the Surface Transportation Board for notice of interim trail use.

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

That the Mayor is hereby authorized and instructed to execute a letter to the Chief of Case Administration, Office of Chief Counsel for the Surface Transportation Board authorizing INHF to make filings for Public Use Condition and Notice of Interim Trail Use on behalf of the City of Clive.

PASSED AND APPROVED this 12th day of March, 2026.

John Edwards, Mayor

ATTEST:

Matthew D. Graham, City Clerk



March 12, 2026

Chief of Case Administration, Office of Chief Counsel
Surface Transportation Board
395 E Street, SW
Washington, D.C. 20423-0001

RE: AB-290 (Sub-No. 424X), Norfolk Southern Railway Company Abandonment – In Polk County, Iowa

To whom it may concern:

The City Council for City of Clive, Iowa, has requested that the Iowa Natural Heritage Foundation (INHF), with support from the Des Moines Area Metropolitan Planning Organization (MPO), represents our interests in the above matter.

We authorize INHF to file for Public Use Condition as well as a certificate of Notice of Interim Trail Use on our behalf.

City of Clive requests that the filing fee be waived as INHF is acting on behalf of a public agency.

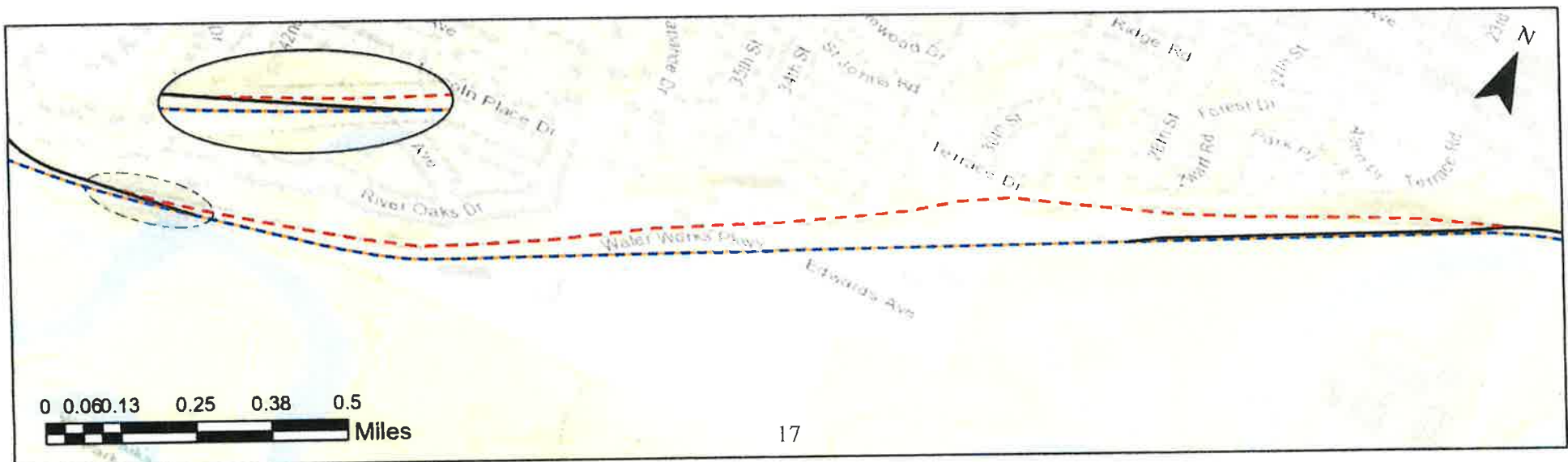
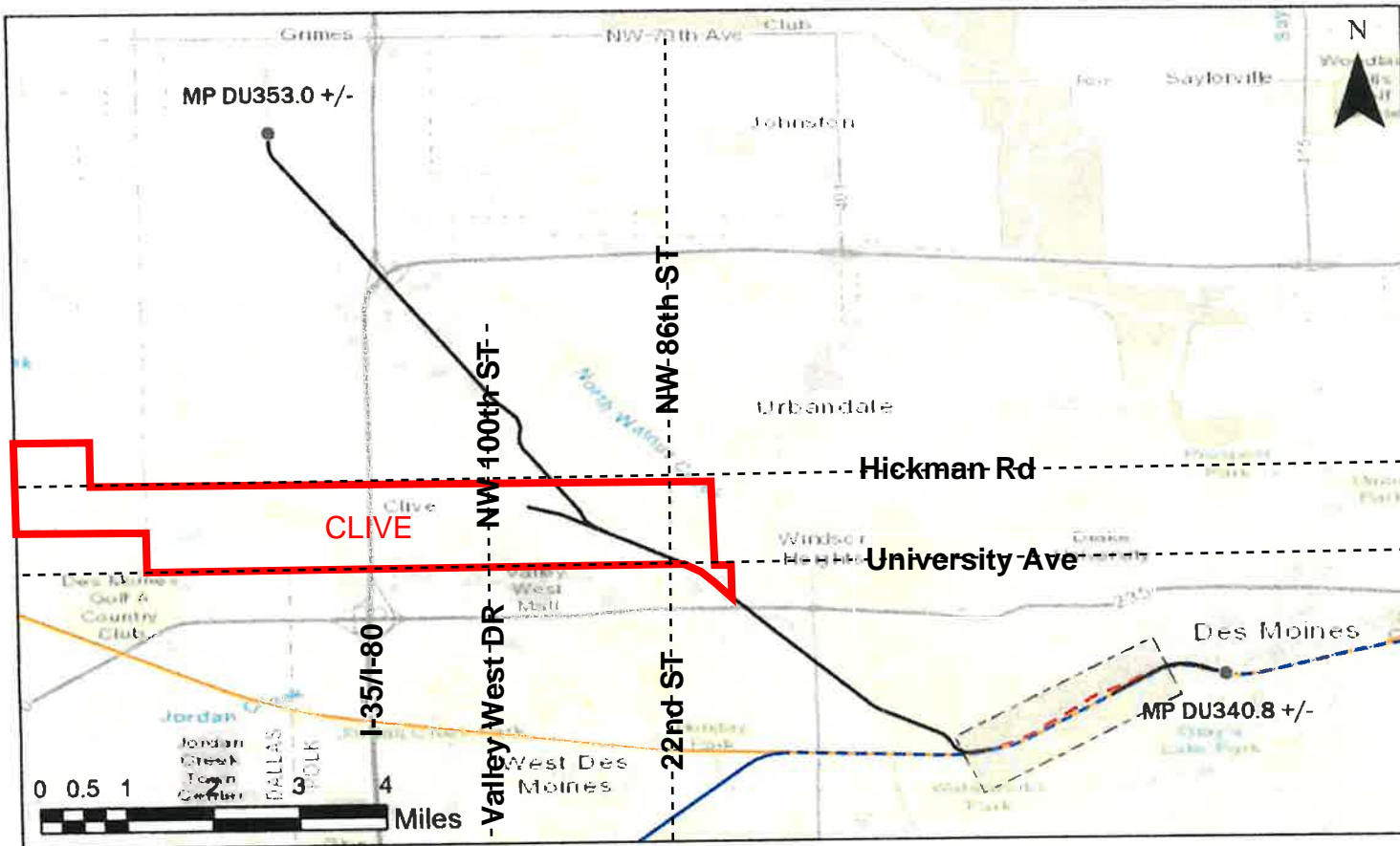
Sincerely,

John Edwards, Mayor
City of Clive



**Grimes Line
Abandonment/Discontinuance
Exhibit
AB-290 (sub. no. 424X)
AB-414 (sub no. 9X)**

- Union Pacific
 - Iowa Interstate Leased - NS Owned (OOS)**
 - Iowa Interstate
 - Union Pacific Trackage Rights
 - Iowa Interstate Leased - NS Owned**
- ** denotes track to be abandoned/discontinued**





Memo

TO: Mayor and Council members

FROM: Jonathan Cygan, Civil Engineer

DATE: March 12, 2026

RE: Resolution Accepting Temporary Construction Easements - Harbach Blvd Phase 2 Reconstruction Project

SYNOPSIS:

As part of the Harbach Blvd Phase 2 Reconstruction Project some of the work will occur within private property at locations that do not have preexisting easements. Coordination has occurred between Glacier Properties and the City in order for this work to be completed. Glacier Properties voluntarily granted Temporary Construction Easements to the City.

Included in the council packet is a signed copy of the easement document, easement exhibits, and a map showing the approximate extent of work will be performed on the property.

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 - Temporary Construction Easement
2. Glacier TCE Packet
3. Easement Map

RESOLUTION ACCEPTING TEMPORARY CONSTRUCTION EASEMENTS
FOR HARBACH BLVD PHASE 2 RECONSTRUCTION PROJECT

WHEREAS, the owner of the following listed properties (the “Properties”) below, in the City of Clive, Iowa has agreed to provide the City of Clive Temporary Construction Easements for the Harbach Blvd Phase 2 Reconstruction Project (the “Project”); and

WHEREAS, the City of Clive desires to accept the Temporary Construction Easements.

The Properties listed as they are commonly known:

- 1731 NW 85th Street
- 8327 Harbach Blvd
- 8330 Harbach Blvd
- 8347 Harbach Blvd
- 8349 Harbach Blvd
- 8351 Harbach Blvd
- 8353 Harbach Blvd
- 8355 Harbach Blvd
- 8391 Harbach Blvd
- 8442 Harbach Blvd
- 8444 Harbach Blvd
- 8446 Harbach Blvd
- 8448 Harbach Blvd
- 8450 Harbach Blvd

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

That the Temporary Construction Easements for the Project on the Properties is hereby approved and accepted by the City Council of the City of Clive and the City Clerk is hereby authorized and directed to certify and acknowledge the City’s approval and acceptance of said easements on behalf of the City.

PASSED AND APPROVED THIS _____ day of _____, 2026.

By: _____
John Edwards, Mayor

ATTEST:

By: _____
Matthew D. Graham, City Clerk

TEMPORARY CONSTRUCTION EASEMENT

KNOW ALL PERSONS BY THESE PRESENTS that the undersigned property owner (hereinafter called "Grantor"), for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby convey unto the CITY OF CLIVE, IOWA, a municipal corporation (hereinafter called "City"), a temporary easement and right-of-way during the construction period under, over, on, through, across and within the real estate described on the Easement Exhibit attached hereto (hereinafter called "Easement Area"), together with all necessary structures and appurtenances thereto, under, over, on, through, across and within said Easement Area, for the purpose of the City completing the Harbach Phase 2 Reconstruction Project (the "Project").

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

1. PLANS AND SPECIFICATIONS. Grantor has reviewed the exhibit for the easement, and Grantor understands and consents to the work to be performed within the Easement Area, which shall include grading, underground utility connections, and improvements associated with the Project.
2. RESTORATION AND MAINTENANCE. The City shall restore the Easement Area after exercising its rights hereunder, provided, however, that the City's duty of restoration shall be limited to the grading and replacement of grass, sod or any other ground cover. The City shall not be responsible for any maintenance of the land located within the Easement Area and that responsibility shall remain with Grantor. The City may, however, perform such maintenance should it determine in its sole discretion such maintenance is needed.
3. ERECTION AND PLACEMENT OF STRUCTURES OR OBSTRUCTIONS PROHIBITED. Grantor shall not erect or permit any fence or other structure to be placed in the Easement Area without obtaining the prior written consent of the City, and the City is granted the right to remove any unauthorized fences, structures, obstruction, planting or material placed or erected within the Easement Area.
4. RIGHT OF ACCESS. The City shall have the right of access to the Easement Area and have all rights of ingress and egress reasonably necessary for the use and enjoyment of the Easement Area as herein described.
5. LIABILITY. Except as may be caused by the negligent acts or omissions of the City, its employees, agents or its representatives, the City shall not be liable for injury or property damage occurring in or to the Easement Area, the property abutting said Easement Area, nor for property damage to any improvements or obstructions thereon resulting from the City's exercise of this Easement. Grantor agrees to indemnify and hold City, its employees, agents and representatives harmless against any loss, damage, injury or any claim or lawsuit for loss, damage or injury arising out of or resulting from the negligent or intentional acts or omissions of Grantor or its employees, agents or representatives.
6. EASEMENT BENEFIT AND TERM. This Easement shall be for the benefit of the City, and shall terminate upon the completion and final acceptance of the Project by the City by Resolution of the City Council of the City.
7. EASEMENT RUNS WITH LAND. This Easement shall be deemed to run with the land and shall be binding on Grantor and on Grantor's heirs, successors and assigns.

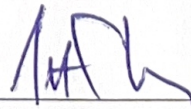
Grantor does HEREBY COVENANT with the City that (i) Grantor holds said real estate described in this Easement by title in fee simple; (ii) that Grantor has good and lawful authority to convey the same; and (iii) said Grantor covenants to WARRANT AND DEFEND the said premises against the claims of all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

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

Signed this 2 day of March, 2026

GRANTOR:

Signature: _____



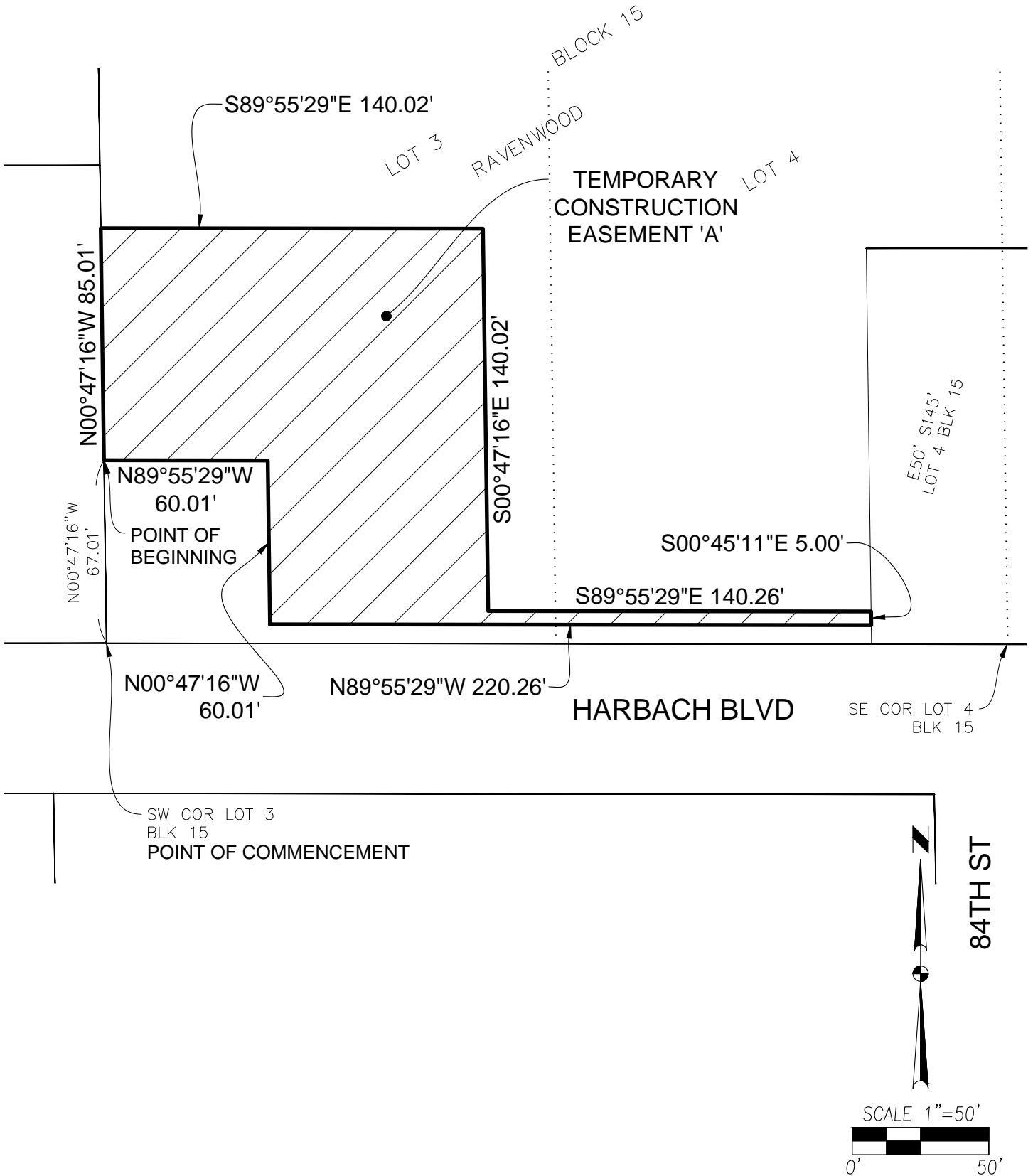
Addresses: 8327, 8330, 8347, 8349, 8351, 8353, 8355, 8391, 8442, 8444, 8446, 8448, 8450 Harbach Blvd and 1731 NW 85th St.

EASEMENT PLAT

TEMPORARY CONSTRUCTION EASEMENT 'A' DESCRIPTION

A PART OF LOTS 3 AND 4, BLOCK 15, RAVENWOOD, AN OFFICIAL PLAT IN THE CITY OF CLIVE, POLK COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 3; THENCE NORTH 00°47'16" WEST ALONG THE WEST LINE OF SAID LOT 3, A DISTANCE OF 67.01 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 00°47'16" WEST ALONG SAID WEST LINE, 85.01 FEET; THENCE SOUTH 89°55'29" EAST, 140.02 FEET; THENCE SOUTH 00°47'16" EAST, 140.02 FEET; THENCE SOUTH 89°55'29" EAST, 140.26 FEET TO THE WEST LINE OF THE EAST 50 FEET OF THE SOUTH 145 FEET OF SAID LOT 4; THENCE SOUTH 00°45'11" EAST ALONG SAID WEST LINE, 5.00 FEET; THENCE NORTH 89°55'29" WEST, 220.26 FEET; THENCE NORTH 00°47'16" WEST, 60.01 FEET; THENCE NORTH 89°55'29" WEST, 60.01 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.40 ACRES (17,403 SQUARE FEET).

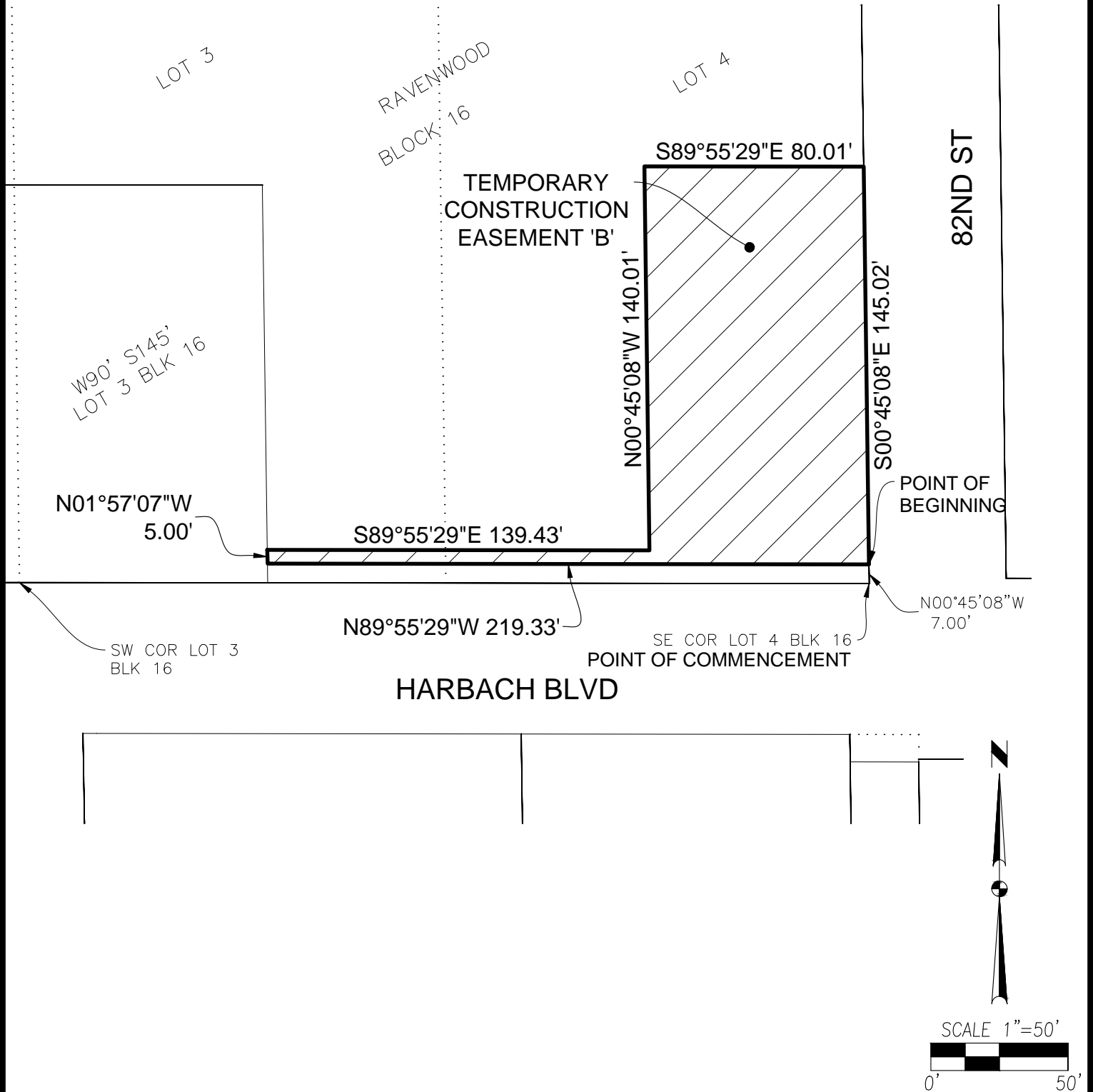


EASEMENT PLAT

TEMPORARY CONSTRUCTION EASEMENT 'B' DESCRIPTION

A PART OF LOTS 3 AND 4, BLOCK 16, RAVENWOOD, AN OFFICIAL PLAT IN THE CITY OF CLIVE, POLK COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

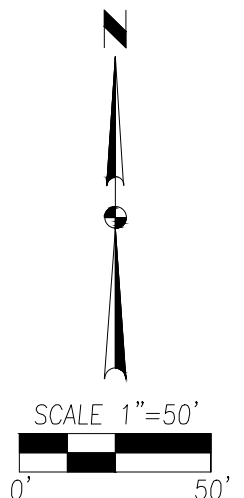
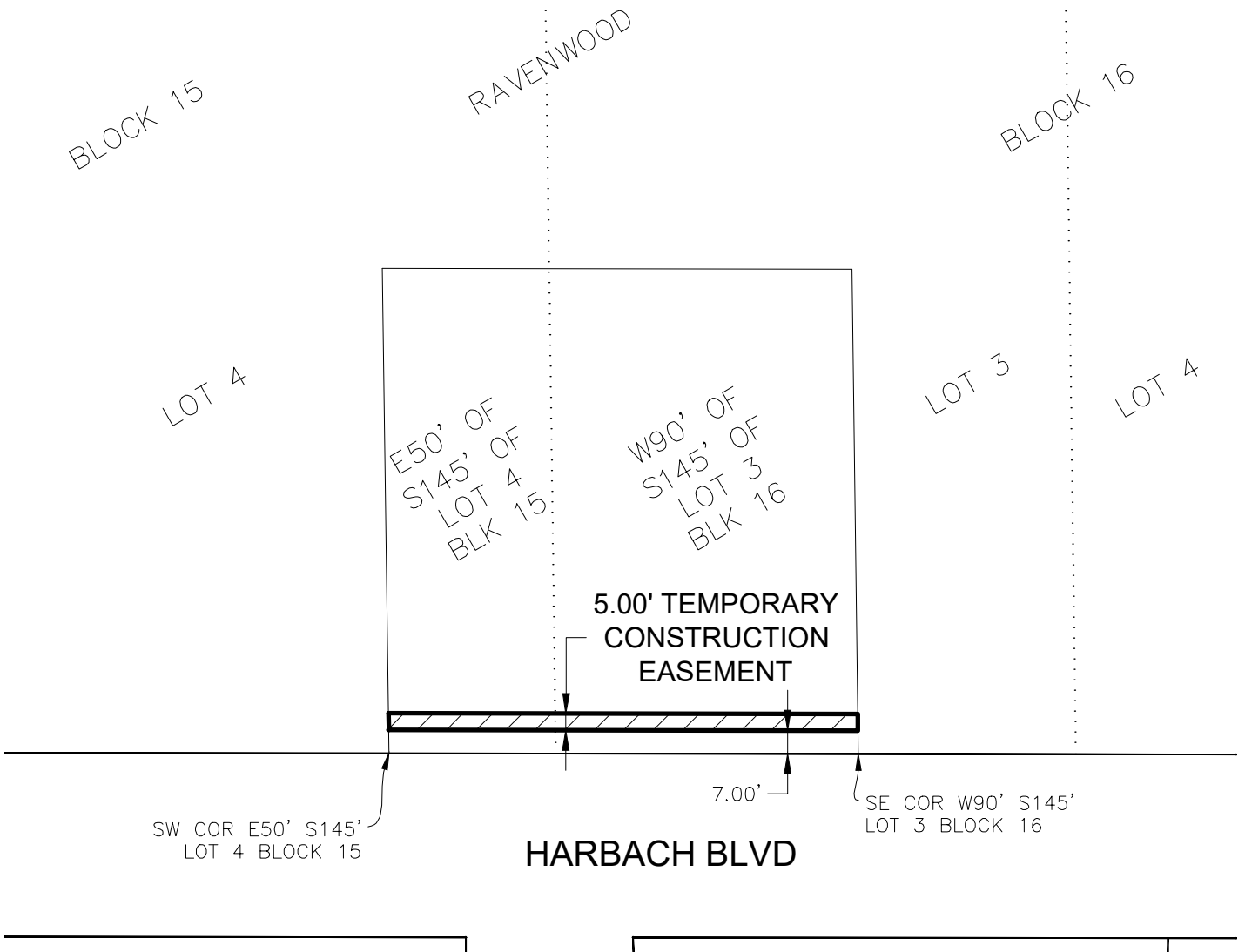
COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 4; THENCE NORTH 00°45'08" WEST ALONG THE EAST LINE OF SAID LOT 4, A DISTANCE OF 7.00 FEET; THENCE NORTH 89°55'29" WEST, 219.33 FEET TO THE WEST LINE OF THE WEST 90 FEET OF THE SOUTH 145 FEET OF SAID LOT 3; THENCE NORTH 01°57'07" WEST ALONG SAID WEST LINE, 5.00 FEET; THENCE SOUTH 89°55'29" EAST, 139.43 FEET; THENCE NORTH 00°45'08" WEST, 140.01 FEET; THENCE SOUTH 89°55'29" EAST, 80.01 FEET TO SAID EAST LINE OF LOT 4; THENCE SOUTH 00°45'08" EAST ALONG SAID EAST LINE, 145.02 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.28 ACRES (12,298 SQUARE FEET).



EASEMENT PLAT

TEMPORARY CONSTRUCTION EASEMENT DESCRIPTION

THE NORTH 5.00 FEET OF THE SOUTH 12.00 FEET BEING A PART OF THE EAST 50.00 FEET OF THE SOUTH 145.00 FEET OF LOT 4, BLOCK 15, AND THE NORTH 5.00 FEET OF THE SOUTH 12.00 FEET BEING A PART OF THE WEST 90.00 FEET OF THE SOUTH 145.00 FEET OF LOT 3, BLOCK 16, ALL IN RAVENWOOD, AN OFFICIAL PLAT IN THE CITY OF CLIVE, POLK COUNTY IOWA. SAID EASEMENT CONTAINING 701 SQUARE FEET.



EASEMENT PLAT

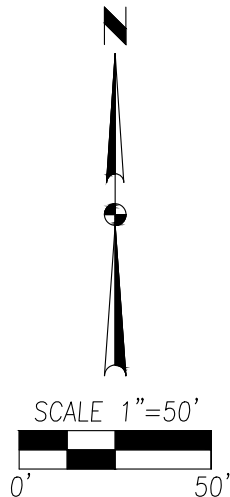
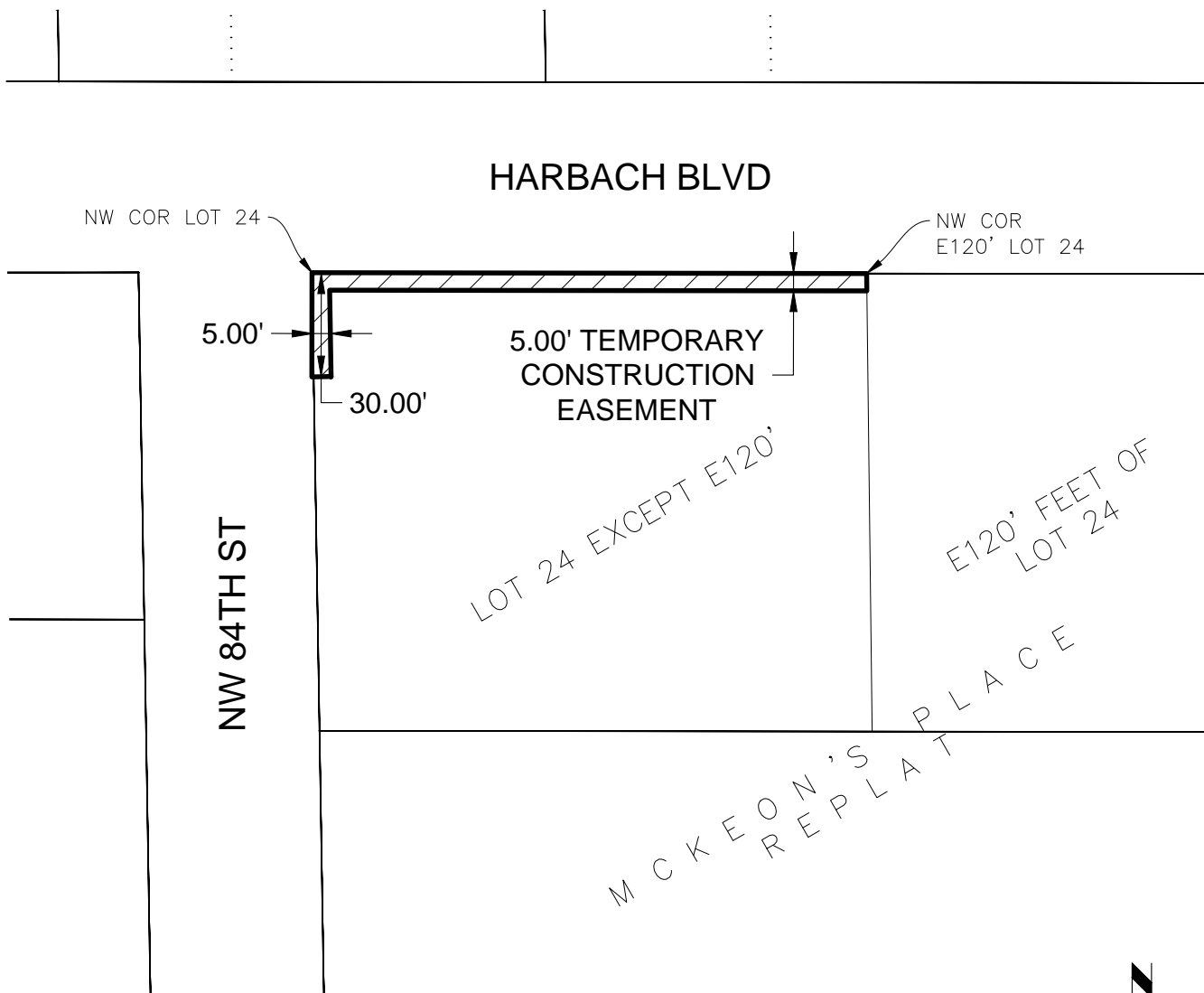
TEMPORARY CONSTRUCTION EASEMENT DESCRIPTION

THE NORTH 5.00 FEET OF LOT 24 EXCEPT THE EAST 120.00 FEET THEREOF, MCKEON'S PLACE REPLAT, AN OFFICIAL PLAT IN THE CITY OF CLIVE, POLK COUNTY, IOWA.

AND

THE SOUTH 25.00 FEET OF THE NORTH 30.00 FEET OF THE WEST 5.00 FEET OF LOT 24 EXCEPT THE EAST 120.00 FEET THEREOF, ALL IN MCKEON'S PLACE REPLAT, AN OFFICIAL PLAT IN THE CITY OF CLIVE, POLK COUNTY IOWA.

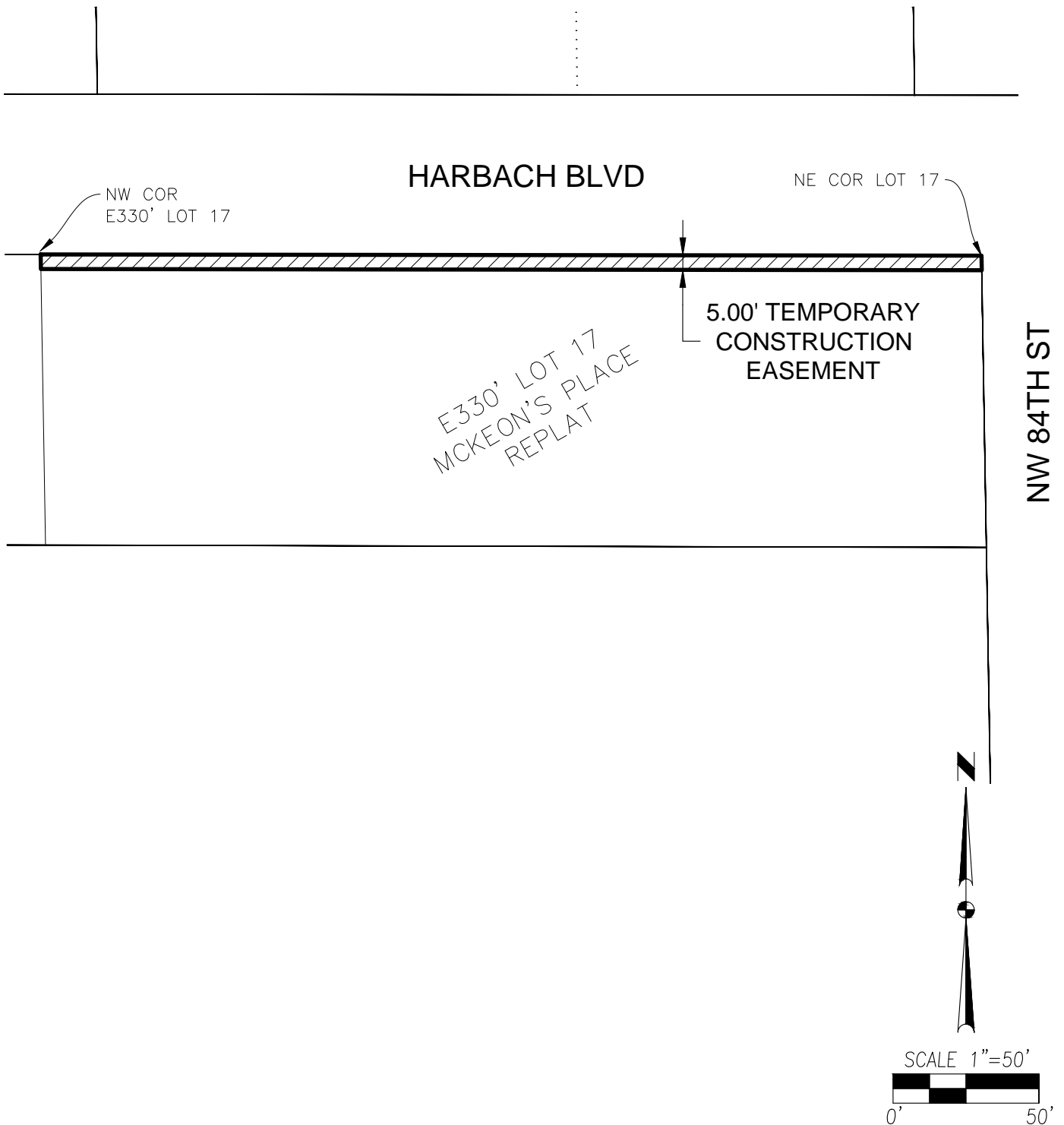
SAID EASEMENTS CONTAINING 932 SQUARE FEET.



EASEMENT PLAT

TEMPORARY CONSTRUCTION EASEMENT DESCRIPTION

THE NORTH 5.00 FEET OF THE EAST 330.00 FEET OF LOT 17, MCKEON'S PLACE REPLAT, AN OFFICIAL PLAT IN THE CITY OF CLIVE, POLK COUNTY, IOWA. SAID EASEMENT CONTAINING 0.04 ACRES (1,613 S.F.).



EASEMENT PLAT

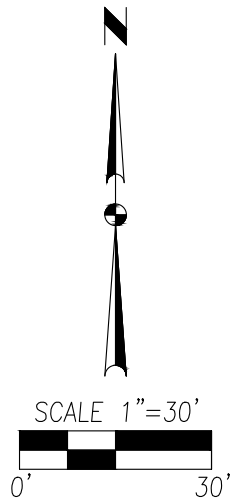
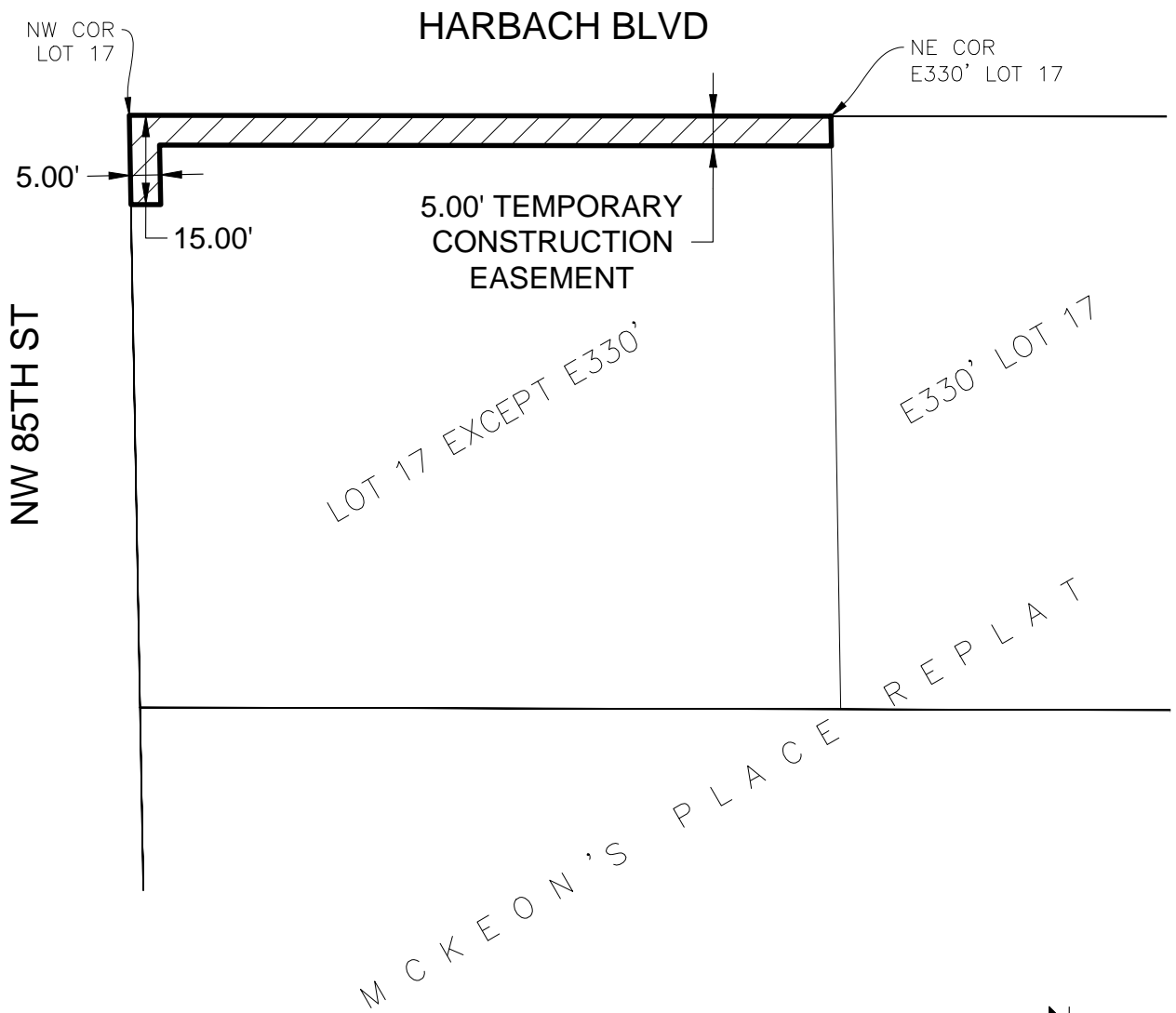
TEMPORARY CONSTRUCTION EASEMENT DESCRIPTION

THE NORTH 5.00 FEET OF LOT 17 EXCEPT THE EAST 330.00 FEET THEREOF, MCKEON'S PLACE REPLAT, AN OFFICIAL PLAT IN THE CITY OF CLIVE, POLK COUNTY, IOWA.

AND

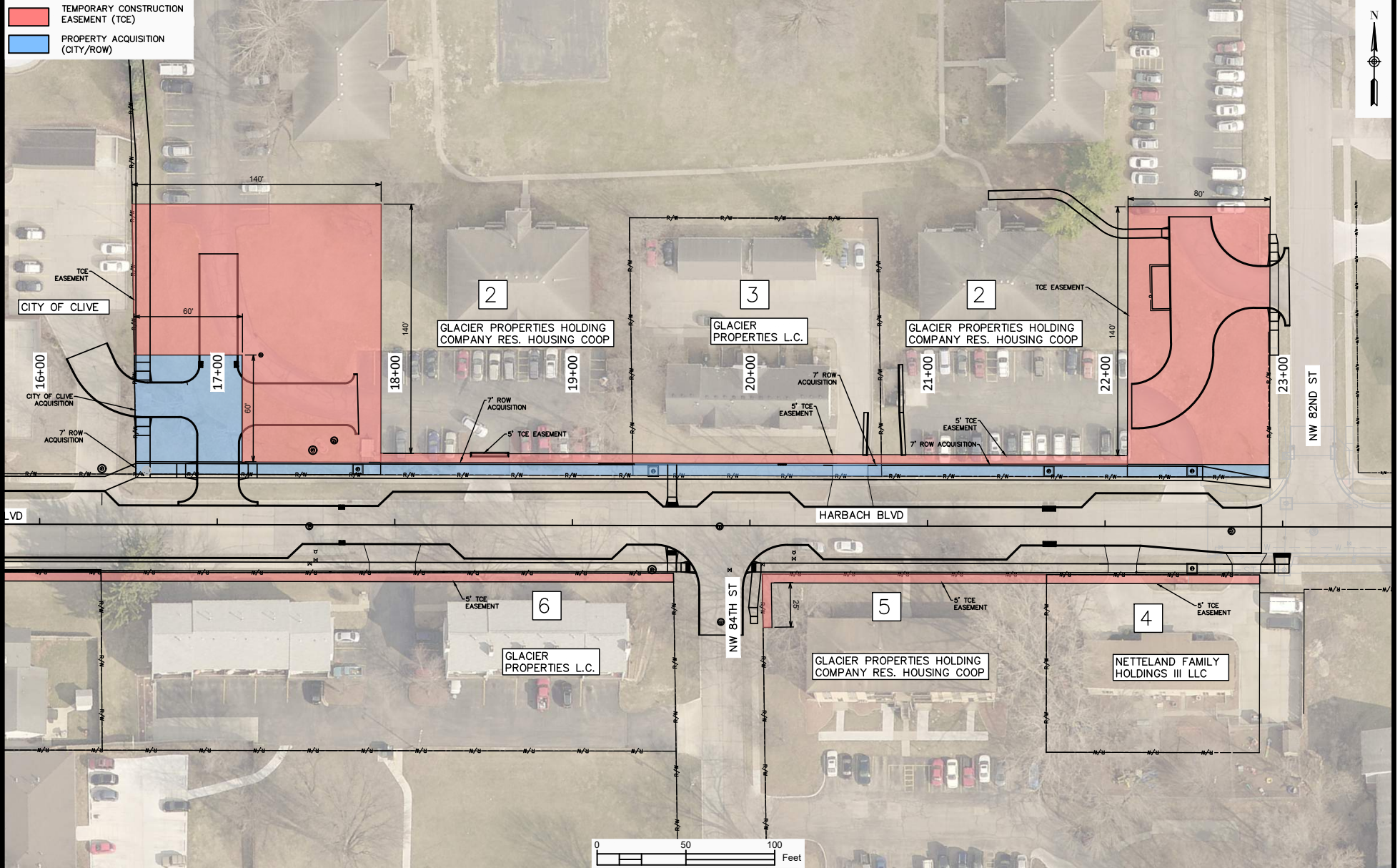
THE SOUTH 10.00 FEET OF THE NORTH 15.00 FEET OF THE WEST 5.00 FEET OF LOT 17 EXCEPT THE EAST 330.00 FEET THEREOF, MCKEON'S PLACE REPLAT AN OFFICIAL PLAT IN THE CITY OF CLIVE, POLK COUNTY, IOWA.

SAID EASEMENTS CONTAINING 639 SQUARE FEET



2/11/2025 9:29 AM JONATHAN O'GAN JAZZES PROJECT'S HARBACH BLVD - PE/CAD/DESIGN/PLAN SHEET'S W/RE/DWG

- TEMPORARY CONSTRUCTION EASEMENT (TCE)
- PROPERTY ACQUISITION (CITY/ROW)



NO.	REVISIONS	APPROVER	DATE



Memo

TO: Mayor and Council members

FROM: Jeff Lucas, Recreation Manager

DATE: March 12, 2026

RE: Resolution Approving Agreement with Street Collective for Installation and Use of BCycle Bicycles and Docking Stations

SYNOPSIS:

Before you is a two-year contract renewal of BCycle electric-assist bike share services. This agreement is a partnership between the City of Clive and the Street Collective, a local non-profit that operates bike share services throughout the Des Moines metro. Staff recommends approval of this agreement.

Through budget conversations in fall 2025, Clive staff were comfortable moving forward with a shorter agreement than the initial five-year agreement (2021-2025). Throughout this two-year renewal, we will examine and track usage as the Greenbelt Landing and I-35 construction projects see significant completion. The success of the past two seasons has been significantly hampered by construction and the Greenbelt Trail closure.

The two Clive locations this agreement encompasses are Campbell Park (adjacent to the Concession Stand) and Clive Aquatic Center (east of the main entrance). Since the original Clive / Street Collective agreement was acted upon in 2021, the Street Collective and Colby Trust added a new, similarly sized station to the former 515 Brewing property (7700 University Avenue). This location effectively serves as an intermediary between the Windsor Heights location (Colby Park) and the two Clive locations. The Street Collective anticipates the 7700 University Avenue station to remain online even with the 515 Brewing closure.

This agreement may be extended for an additional term of one (1) year upon the written mutual consent of Street Collective and City of Clive, not less than thirty (30) days before March 30, 2028.

Attachments:

1. Resolution - Street Collective Agreement - 2026
2. Agreement

RESOLUTION APPROVING AGREEMENT WITH STREET COLLECTIVE FOR
INSTALLATION AND USE OF BCYCLE BICYCLES AND DOCKING STATIONS

WHEREAS, the City of Clive recognizes, encourages, and facilitates the use of bicycles as a viable mode of transportation and recreation in the State of Iowa and desires to engage in the rental of bicycles through the use of self-service bicycle rental stations in Clive, Iowa; and

WHEREAS, the Street Collective, a local non-profit, desires to install maintain, and operate bike sharing services for the benefit of the residents of the City of Clive by installing two docking stations and accompanying bicycles on Clive Aquatic Center grounds located at 1801 NW 114th Street, Clive, Iowa, and on Campbell Park grounds located at 12385 Woodlands Parkway, Clive, Iowa; and

WHEREAS, the City of Clive will receive one docking station at Clive Aquatic Center with ten docking locations and one docking station at Campbell Park with ten docking locations; and

WHEREAS, the City of Clive and the Street Collective's previous, initial five-year agreement has expired, and both parties desire to extend the bike share service to Clive residents for an additional two years; and

NOW, THEREFORE, in consideration of the mutual covenants, promises, and agreements hereinafter set forth, the parties agree as follows:

That the Mayor be authorized to execute the Agreement with Street Collective in the amount of \$5,000 per year for two years towards the operation of BCycle electric assist bicycles and docking stations, and the City Clerk is hereby authorized and directed to attest to the signature of the Mayor to the same.

PASSED AND APPROVED this ____ day of _____, 2026.

By _____
John Edwards, Mayor

ATTEST:

Matthew Graham, City Clerk

AGREEMENT FOR INSTALLATION AND REIMBURSEMENT OF SERVICES OF BCYLE STATIONS AND BICYCLES

THIS AGREEMENT for the installation and use of certain BCycle stations and bicycles (“Agreement”) is made this 12th day of March, 2026, by and between the STREET COLLECTIVE, an Iowa not-for-profit corporation whose address is 506 E. 6th Street, Suite 100, Des Moines, Iowa 50309 (“Licensee”), and CITY OF CLIVE, a municipal corporation, whose address is 1900 NW 114th Street, Clive, Iowa 50325 (“Clive” or “Licensor” herein). Licensee and Clive collectively referred to herein as “parties.”

RECITALS

WHEREAS, the parties recognize, encourage, and facilitate the use of bicycles as a viable mode of transportation and recreation in the State of Iowa and desire to engage in the rental of bicycles through the use of self-service bicycle rental stations in Clive; and

WHEREAS, Licensee desires to establish and maintain a bicycle rental and docking station (“B-station”) for particular community bicycles, known as BCycles (“BCycles”) on property owned by Clive located at Campbell Park, 12385 Woodlands Parkway, Clive, Iowa, and Clive Aquatic Center, 1801 NW 114th Street, Clive, Iowa (“Property”); and

WHEREAS, Licensee already operates these B-stations in the Des Moines area; and

WHEREAS, this Agreement sets forth the obligations and understandings of the parties related to the re-installation of B-stations at said Clive property; and

WHEREAS, Licensor has the authority to enter into this Agreement, and the right, power and interest in the Property, and the authority to allow Licensee the use of the Property as described herein.

NOW, THEREFORE, in consideration of the recitals above, mutual premises and covenants contained and adopted herein, Licensee and Licensor agree as follows:

1. LICENSE. Clive hereby grants to Licensee a non-exclusive license for the term set forth herein to install, operate, maintain, repair, and replace a B-station and BCycles in the location on the Property as identified above (“License”).
2. TERM/RENT/FEES.
 - A. Except as otherwise provided herein, the “Commencement Date” of this Agreement shall be March 26, 2026, and the “Termination Date” shall be March 30, 2028 (“Initial Term”).
 - B. This Agreement may be extended for an additional term of one (1) year (“Renewal Term”) upon the written mutual consent of Licensee and Clive.

Licensee must submit to Clive a written request to extend the term not less than thirty (30) days before the expiration of the Term.

- C. Clive agrees to pay the Licensee annual rent of \$5,000, starting on the Commencement Date until the end of the Initial Term of this Agreement, or as otherwise renewed (“Rent”). Licensee shall submit an invoice to Clive annually on or after July 1. Payment shall be rendered by Clive net 30 days after receipt of invoice. This Rent shall cover Clive’s ability to host this bicycle project in the City, consistent with this Agreement, specifically excludes other bicycle services not otherwise set forth herein.
- D. Except as otherwise provided herein, Licensee shall not be required to pay rent to Clive for this License.

3. PLACEMENT OF THE BCYCLES.

- A. Licensee shall:
 - i. Provide two (2) 10-bicycle B-stations and install the BCycles in a safe and workmanlike manner consistent with commercially accepted standards within the licensed area;
 - ii. Install and operate the BCycles in such a way as to minimize, as is reasonably practical, any interference with the operations of the Property;
 - iii. Obtain, before placement of the B-stations and BCycles, any necessary federal, state, and municipal permits, licenses, and approvals, to place and operate the B-stations and BCycles; and
 - iv. Not permit any liens to be attached to Licensor or to the Property and shall indemnify and hold Clive harmless for any liens or defense (including reasonable attorneys' fees) of such liens and claims asserted against the Property; and
 - v. Shall not use or store any hazardous materials on the Property and indemnify and hold Clive harmless for any hazardous materials or any fines, claims, disputes, or allegations asserted against the Property.

4. COVENANTS.

- A. Licensee hereby covenants and agrees as follows:
 - i. Keep and maintain the B-stations and BCycles in good order, repair, and condition throughout the Initial Term, and Renewal

Term, if any, and to promptly and adequately repair all damage to the BCycles and Clive's Property, whether caused by Licensee, its employees, contractors or agents, customers, or its invitees;

- ii. Comply with any federal, state, and municipal law, orders, rules, and regulations applicable and governing the installation and operation of the B-stations and BCycles;
- iii. Except as is reasonably necessary to operate and service the B-stations and BCycles, not to disrupt, adversely affect, or interfere with Clive's business operations or use of the Property by the general public;
- iv. Any BCycles services provided by a third party contracted by Licensee will be subject to the terms of this Agreement and must be approved by Clive in advance; and
- v. Not sell, gift, grant space, or permit any advertising on the B-station or in the licensed area to, or for, any outside party not a party to this Agreement.

B. Upon receipt of reasonable notice, Clive hereby covenants and agrees to provide Licensee and any third-party vendor acting on behalf of or at the request of Licensee, access to the Property to perform installation, maintenance and repair functions, all in accordance with Clive's site rules, policies, and regulations or as set forth in the City Code of the City of Clive. Licensee agrees that its personnel, and any third-party vendor acting on behalf of or at the request of Licensee, will abide by Licensor's site rules, policies, and regulations and federal law, state law, and the ordinances set forth in the Clive City Code.

5. EQUIPMENT AND FACILITIES.

- A. Except as otherwise provided herein, the BCycles, B-stations, and any and all other equipment provided by the Licensee used to provide the BCycles services, shall remain the exclusive property of the Licensee.
- B. Licensor shall not be liable for damage, theft, misappropriation, or loss of the BCycles or any part thereof. Licensee acknowledges that it is not covered under any of the Licensor's insurance policies.
- C. Upon the expiration or early termination of this Agreement, Licensee shall, at its sole cost and expense, remove the B-stations and BCycles from the Property. Licensee shall repair any and all damage to the Property caused by such removal. If the B-station and BCycles, or any part thereof, are not removed within thirty (30) days after the expiration of this

Agreement, it shall be deemed abandoned and become the property of the Licensor to dispose of at the Licensor's sole discretion.

6. **WARRANTIES.** Licensor makes no warranties or representations that the Property is suitable for the use contemplated by this Agreement. Licensee has inspected the Property and accepts the same "as is". Licensee agrees that the Licensor is under no obligation to assist with the placement of the BCycles or to provide any materials to prepare the Property for Licensee.
7. **INSURANCE.** Licensee agrees to maintain commercial general liability insurance with a combined single limit of not less than \$1 million per occurrence and an aggregate limit of not less than \$2 million, and to name Licensor as an additional insured on such policy against any and all claims for bodily injury, personal injury and property damage. If any Licensee personnel or subcontracted personnel will perform services at Licensor's premises, Licensee agrees to maintain workers' compensation coverage and employer's liability insurance as required by applicable state law. If any Licensee personnel will drive a vehicle in the course of performing under this Agreement, then Licensee agrees to provide business automobile liability coverage insuring bodily injury and property damage with a combined single limit of not less than \$1 million per accident for owned, non-owned and hired vehicles. The insurance required by this paragraph will be provided at Licensee's sole expense and will be maintained at all times while the applicable Agreement is in effect and for such period thereafter as may be necessary to provide protection with respect to events occurring during the term of the Agreement. All insurance provided by Licensee will be primary and non-contributory to any insurance carried by Licensor. In no event will the limits of Licensee's insurance or the limits stated in this paragraph be considered as limiting the liability of Licensee under this Agreement. All insurance required to be maintained by Licensee will be provided by U.S.-domiciled companies rated A or better in the most current issue of A.M. Best's Rating Guide. Licensor will at any time have the right to require Licensee to furnish certificates of insurance showing that the required insurance is in force and satisfies all requirements stated in this paragraph.
8. **INDEMNIFICATION.** To the fullest extent permitted by law, Licensee agrees to defend, pay on behalf of, indemnify, and hold harmless the Licensor, its elected and appointed officials, employees, volunteers, and others working on behalf of Licensor against any and all claims, demands, suits, or losses, including any and all outlays and expenses connected therewith, and for any damages which may be asserted, claimed, or recovered against or from the Licensor, its elected and appointed officials, employees, volunteers or others working on behalf of the Licensor, by reason of personal injury, including bodily injury or death, and property damages, including loss or use thereof, which arises out of or is in any way connected or associated with the work and/or services provided by Licensee to the Licensor pursuant to the provisions of this Agreement. It is the intention of the parties that the Licensor, its elected and appointed officials, employees,

volunteers or others working on behalf of the Licensor shall not be liable or in any way responsible for injury, damage, liability, loss or expense incurred by Licensee, its officers, employees, subcontractors, and others affiliated with Licensee due to business operations, customer use, accidents, mishaps, misconduct, negligence, or injuries either in person or property resulting from the work and/or services performed by Licensee pursuant to the provisions of this Agreement, except for and to the extent caused by the gross negligence of the Licensor.

Licensee expressly assumes full responsibility for any and all damage or injuries which may result to any person or property by reason of or in connection with the work and/or services provided by Licensee to the Licensor pursuant to this Agreement, and agrees to pay the Licensor for all damages caused to the Licensor premises resulting from the activities of Licensee, its officers, employees, subcontractors, and others affiliated with Licensee.

Licensee represents that its activities pursuant to the provisions of this Agreement will be performed and supervised by adequately trained and qualified personnel, and Licensee will observe and cause its officers, subcontractors and others affiliated with the Licensee to observe all applicable safety rules.

- 9. **TERMINATION OF AGREEMENT.** Either party may immediately terminate this Agreement prior to the actual Initial Term expiration date of December 31, 2027, or the termination date of the Renewal Term for any reason upon thirty (30) days written notice to the other party. Except for the Licensee’s rights in paragraph 2, the covenants, obligations, and requirements otherwise stated herein shall survive termination or expiration of the Agreement, Initial Term, and Renewal Terms.
- 10. **SUBJECT TO LAWS.** This Agreement is further subject to all applicable federal, state and local laws of the State of Iowa, ordinances of the City of Clive, and regulations, rulings and orders of governmental agencies.
- 11. **NOTICES.** All notices in connection with this Agreement will be directed to the contact persons at the respective addresses listed below, or to such other contact person or address as was last designated in a written notice by that party for notices to itself.

Notices to Licensor:

City of Clive
 Attn: City Clerk
 1900 NW 114th Street
 Clive, Iowa 50325

Notices to Licensee:

Jeremy Lewis
 Executive Director
 Street Collective
 506 E 6th Street; Suite 100
 Des Moines, Iowa 50309

12. ASSIGNMENT. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Neither party shall assign, sublet, delegate, or transfer any of its rights or obligations hereunder without the prior written consent of the other party.
13. JURISDICTION AND VENUE AND JURY WAIVER. Any lawsuits arising from or related to this Agreement shall be governed by the laws of the state of Iowa. Both parties agree that the District Court in and for the State of Iowa shall have exclusive jurisdiction over the subject matter and enforcement of the terms and conditions of this Easement and said parties shall consent to the jurisdiction of Polk County, Iowa. BOTH PARTIES AGREE TO WAIVE A JURY FOR DISPUTES ARISING UNDER OR RELATED TO THE MATTERS IN THIS AGREEMENT.
14. SEVERABILITY. In the event that any one or more of the provisions of this Agreement shall for any reason be held to be invalid or unenforceable, the remaining provisions of this Agreement shall be unimpaired, and shall remain in effect and be binding upon the parties.
15. WAIVER. The failure of either party to enforce or insist upon compliance with any of the terms or conditions of this Agreement, the waiver of any term or condition of this Agreement, or the granting of an extension of time for performance, shall not constitute the permanent waiver of any term or condition of this Agreement, and this Agreement and each of its provisions shall remain at all times in full force and effect until modified by the parties in writing.
16. PARAGRAPH HEADINGS. Paragraph headings as contained herein are provided for convenience and reference only. They in no way restrict or limit the contents or terms of this Agreement.
17. AMENDMENTS. No subsequent agreement between Licensee and Licensor shall be effective or binding unless it is made in writing and signed by both of the parties hereto.
18. FINAL AGREEMENT. This Agreement sets forth the entire understanding of the parties and supersedes any and all prior agreements, arrangements or understandings related to the subject matter described herein, and no representation, promise, inducement or statement of intention has been made by either party which is not embodied herein.
19. LEGAL STATUS. It is hereby understood that no agency, employment, joint venture or partnership is created hereby or between the parties hereto, and that neither party shall hold the right, power or authority to bind the other or to act for the other in any matter.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives on the day and year signed below.

CITY OF CLIVE, IOWA
Licensor

STREET COLLECTIVE
Licensee

John Edwards
Mayor

Jeremy Lewis
Executive Director

CERTIFICATION BY CITY OF CLIVE, IOWA

I, Matthew Graham, City Clerk of the City of Clive, Iowa, do hereby certify that acquisition of the within and foregoing Agreement was duly authorized and approved by the City Council of the City of Clive by Roll Call No. _____, passed on _____, 2021, and that this certificate is made pursuant to the authority of said City Council.

Signed this _____ day of _____, 2026.

CITY OF CLIVE, IOWA

BY: _____
Matthew Graham, City Clerk



Memo

TO: Mayor and Council members

FROM: Amanda Grutzmacher, Senior Planner

DATE: March 12, 2026

RE: Resolution Assigning Address for Creekside Pavilion

SYNOPSIS:

Staff recommends approval of the Resolution Assigning Address for Creekside Pavilion, which establishes a unique building address to differentiate the Creekside Pavilion (formerly special events building) from the Aquatic Center buildings for emergency response and utility purposes.

Attachments:

1. Resolution Assigning Address

RESOLUTION NO. _____

RESOLUTION ASSIGNING ADDRESS FOR CREEKSIDE PAVILION

WHEREAS, approval of the final plat for CIVIC PLAZA PLAT 1 has previously been given by resolution of the City Council; and

WHEREAS, Lot 1 of Civic Plaza Plat 1 was assigned address 1801 NW 114th Street; and

WHEREAS, the City has made substantial improvements within Lot 1 of Civic Plaza Plat 1 as part of the Greenbelt Landing project; and

WHEREAS, the building formerly known as the Special Events Building is being rebranded as the Creekside Pavilion; and

WHEREAS, there is a desire to assign an individual address to differentiate the Creekside Pavilion building from the Aquatic Center buildings for emergency response and utility purposes.

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

1. That the Creekside Pavillion shall be assigned a building address of 1803 NW 114th Street.
2. That there shall be no change in the Aquatic Center building address of 1801 NW 114th Street.

PASSED AND APPROVED THIS 12th day of March, 2026.

CITY OF CLIVE, IOWA

By _____
John Edwards, Mayor

ATTEST:

Matthew D. Graham, City Clerk



Memo

TO: Mayor and Council members

FROM: Jim Hagelie, Engineering Services Administrator

DATE: March 12, 2026

RE: Resolution Approving Intergovernmental Agreement between Clive and Waukee - Alice's Road Phase 1B Improvement Project

SYNOPSIS:

The attached 28E Agreement between the City of Clive and City of Waukee outlines requirements, responsibilities and funding allocations associated with the upcoming Phase 1B Project on Alice's Road. As generally depicted in Exhibit A of the Agreement, the scope of work shared by Clive and Waukee and covered by this Agreement includes the reconstruction and widening of Alice's Road between NE Dellwood Drive and Douglas Parkway. As outlined in Exhibit B of the Agreement, costs associated with the shared work are estimated to be \$2,865,500.00 and will be split 49.2 percent to Clive (\$1,408,550.00) and 50.8 percent to Waukee (\$1,456,950.00).

The City of Clive will serve as the lead agency, enter into the construction contract for the proposed improvements and provide daily contract administration and inspection services during construction for this portion of the project. At this time, staff would recommend approval of the 28E Agreement with the City of Waukee as presented.

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

Attachments:

1. Resolution
2. 28E Agreement

RESOLUTION NO. _____

RESOLUTION APPROVING 28E AGREEMENT
BETWEEN CLIVE AND WAUKEE REGARDING THE
ALICE'S ROAD PHASE 1B IMPROVEMENT PROJECT

WHEREAS, the City of Clive, Iowa ("Clive") and the City of Waukee, Iowa ("Waukee") desire to enter into an agreement entitled "Intergovernmental Agreement between the City of Clive and City of Waukee for the Alice's Road Phase 1B Improvement Project" ("28E Agreement"), which provides for Clive and Waukee to jointly undertake a public improvement project involving the construction of certain roadway improvements on Alice's Road.

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

The 28E Agreement between Clive and Waukee is hereby approved by the Clive City Council and the Mayor is authorized to execute such 28E Agreement on behalf of the City of Clive, and the City Clerk to attest to his signature.

PASSED AND APPROVED this ____ day of _____, 2026.

By: _____
John Edwards, Mayor

ATTEST:

Matthew D. Graham, City Clerk

**INTERGOVERNMENTAL AGREEMENT
BETWEEN THE CITY OF CLIVE AND THE CITY OF WAUKEE FOR THE
ALICE'S ROAD PHASE 1B IMPROVEMENT PROJECT**

THIS INTERGOVERNMENTAL AGREEMENT ("Agreement") is entered into this _____ day of _____, 2026, by and between the CITY OF CLIVE, IOWA, a municipal corporation ("Clive"), the CITY OF WAUKEE, IOWA, a municipal corporation ("Waukee"). (Clive and Waukee are referred to herein individually as a "City" or jointly as the "Cities"), pursuant to Chapter 28E of the Iowa Code.

WHEREAS, Clive and Waukee deem it beneficial to jointly undertake a public improvement project involving the construction of certain roadway improvements on Alice's Road between NE Dellwood Drive and Douglas Parkway; and

WHEREAS, under Chapter 28E of the Code of Iowa, Clive, as a public agency, may enter into an Agreement with Waukee, another public agency, to provide services to the mutual advantage of both agencies.

NOW, THEREFORE, the parties hereto agree as follows:

1. Description of Project and Definition of Project Cost. The project that is the subject of this Agreement is a public improvement project involving the construction of certain roadway improvements in Clive and Waukee, including improvements on Alice's Road between NE Dellwood Drive and Douglas Parkway to fully reconstruct the existing two-lane rural section roadway to a four-lane boulevard section with associated storm sewer, water main, trail, and landscaping improvements as generally depicted in Exhibit A, attached hereto and incorporated herein by this reference, (collectively, the "Project"). The "Total Project Cost" shall include, but not be limited to, (a) actual construction costs of the Project, (b) actual costs for the installation of streetlights, and (c) construction administration and observation services. The parties agree that the preliminary Total Project Cost for the Project is \$2,865,500.00 as presented in Exhibit B. The allocation of the Total Project Cost between Clive and Waukee shall be 49.2 percent for Clive (\$1,408,550.00) and 50.8 percent for Waukee (\$1,456,950.00).

2. Lead Agency/Project Approval. Clive will serve as the lead agency for the Project, and will enter into the Professional Services Agreement and the construction contract for the Project. The Cities agree, however, that each City must approve the construction drawings for the Improvements before the bid documents may be prepared. The Cities also agree that Clive will not enter into the Construction Contract until the bids for the Improvements Contract have been considered and a bid accepted by the Clive City Council and the Waukee City Council respectively. The City of Clive will be the lead agency, responsible for daily construction administration and observation of the project.

3. Allocation of Funding between Cities. The Cities acknowledge and agree that the actual project costs will be divided 49.2 percent and 50.8 percent between Clive and Waukee respectively. Following acceptance of the project by Clive, Clive shall invoice Waukee for its allocation of the actual project costs and Waukee agrees to pay Clive within thirty (30) days after the date of issuance of the invoice from Clive.

4. Acquisition of Right-of-way and Easements. Each City acknowledges and agrees that it is responsible, at its own cost, to obtain any required right-of-way or easements for the portion of the Project located within their respective jurisdictions.

5. Termination. Prior to the award of the Contract, either City may terminate this Agreement by providing the other City with written notice not less than thirty (30) days prior to the effective date of the termination.

6. Notice. Any notice or demand desired or required to be given hereunder shall be in writing and deemed given when personally delivered or when deposited in the United States mail, postage prepaid, sent certified or registered, and addressed as follows:

To Clive: City Manager
City of Clive
1900 N.W. 114th Street
Clive, Iowa 50325

To Waukee: City Administrator
City of Waukee
230 W. Hickman Road
Waukee, IA 50263

or to such other address or person as hereafter shall be designated in writing by the applicable party.

7. Miscellaneous. This Agreement constitutes the entire agreement between the parties hereto pertaining to the subject matter hereof and supersedes all negotiations, preliminary agreements and all prior and contemporaneous discussions, agreements and understandings of the parties in connection with the subject matter hereof. No amendment, change or modification of any of the terms, provisions or conditions of this Agreement shall be effective unless made in writing and signed or initialed by all parties. Waiver of any provision of this Agreement shall not be deemed a waiver of future compliance therewith and such provision shall remain in full force and effect. In the event any provision of this Agreement is held invalid, illegal or unenforceable, in whole or in part, the remaining provisions of this Agreement shall not be affected thereby and shall continue to be valid and enforceable. This Agreement shall be governed by and construed in accordance with the laws of the State of Iowa. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective legal representatives, heirs, successors and permitted assigns. Nothing in this Agreement, express or implied, is intended to confer upon any party, other than the parties hereto (and their respective heirs, legal representatives, successors and permitted assigns), any rights, remedies, obligations or liabilities under or by reason of this Agreement. In addition to any other remedies available at law or in equity to the parties hereto with respect to a breach hereof, the parties hereto each reserve the right to enforce this Agreement by specific performance. The titles or captions of paragraphs in this Agreement are provided for convenience of reference only, and shall not be considered a part hereof for purposes of interpreting or applying this Agreement and such title or captions do not define, limit, extend, explain or describe the scope or extent of this Agreement or any of its terms or conditions. 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.

8. Filing/Recording of Agreement. After execution by the parties, this Agreement shall be filed with the Iowa Secretary of State in accordance with the provisions of Iowa Code § 28E.8 by Clive. The Agreement shall then be recorded in the office of the Dallas County Recorder in accordance with Iowa Code § 28E.8 by Clive.

9. Separate Legal Entity. This Agreement is not intended to establish a separate legal entity.

10. Administrators. The Clive Public Works Director and the Waukee Public Works Director shall be the designated administrators of this Agreement.

11. Duration. This Agreement will go into effect upon passage by the Clive City Council and the Waukee City Council, and filing and recording as provided in paragraph 8 of this Agreement. This Agreement shall remain in effect until the earliest to occur of the following: (a) it is terminated by the written agreement of the Cities, (b) it is terminated in accordance with paragraph 5 of this Agreement, or (c) the improvements associated with the Project are accepted by the Cities, and Waukee has paid to Clive Waukee's share of the actual Total Project Costs as outlined in this Agreement.

IN WITNESS WHEREOF, the Cities have executed this Agreement effective as of the date first above written.

(Signature pages to follow)

CITY OF CLIVE, IOWA

By: _____
John Edwards, Mayor

(SEAL)

ATTEST:

Matthew Graham, City Clerk

STATE OF IOWA)
) ss:
COUNTY OF POLK)

On this ____ day of _____ 2026, before me, _____
a Notary Public in and for the State of Iowa, personally appeared Mayor, John Edwards and
Matthew Graham, to me personally known, and, who being by me duly sworn, did say that they
are the Mayor and City Clerk, respectively, of the City of Clive, Iowa; that the seal affixed to the
foregoing instrument is the corporate seal of the corporation; and that the instrument was signed
and sealed on behalf of the corporation, by authority of its City Council, as contained in
Ordinance No. _____ passed (the Resolution adopted) by the City Council, under Roll Call No.
_____ of the City Council on the ____ day of _____, 2026, and that John Edwards
and Matthew Graham acknowledged the execution of said instrument to be their voluntary act and
deed and the voluntarily act and deed of the corporation, by it voluntarily executed.

Notary Public in and for the State of Iowa

CITY OF WAUKEE, IOWA

By: _____
Courtney Clarke, Mayor

(SEAL)

ATTEST:

Rebecca D. Schuett, City Clerk

STATE OF IOWA)
) ss:
COUNTY OF DALLAS)

On this ____ day of _____, 2026, before me, _____
a Notary Public in and for the State of Iowa, personally appeared Mayor, Courtney Clarke and
Rebecca D. Schuett, to me personally known, and, who being by me duly sworn, did say that they
are the Mayor and City Clerk, respectively, of the City of Waukee, Iowa; that the seal affixed to
the foregoing instrument is the corporate seal of the corporation; and that the instrument was signed
and sealed on behalf of the corporation, by authority of its City Council, as contained in Ordinance
No. _____ passed (the Resolution adopted) by the City Council, under Roll Call No. _____
of the City Council on the ____ day of _____, 2026, and that Courtney Clarke and
Rebecca D. Schuett acknowledged the execution of said instrument to be their voluntary act and
deed and the voluntarily act and deed of the corporation, by it voluntarily executed.

Notary Public in and for the State of Iowa

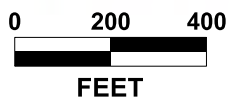
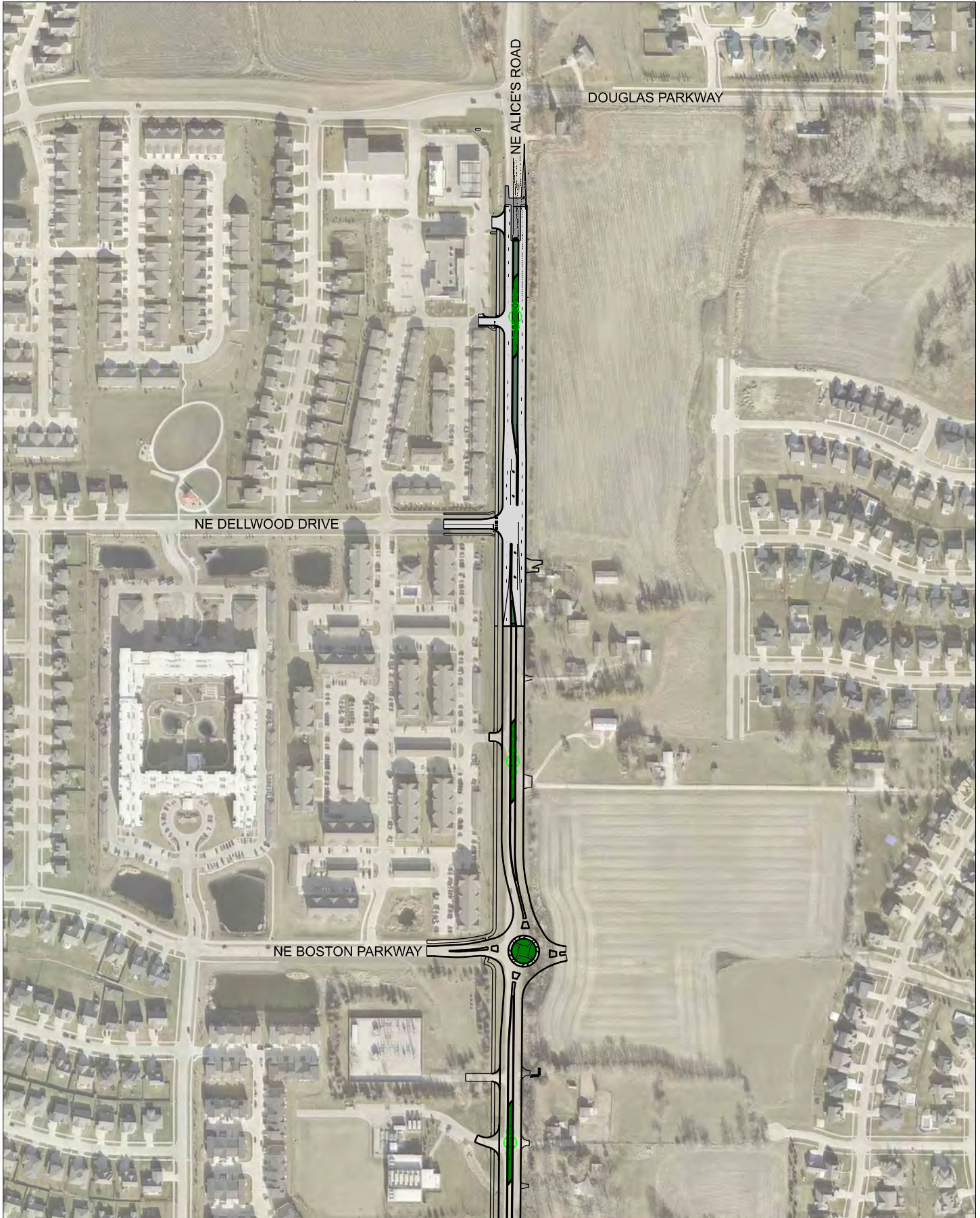


Exhibit A: Alice's Road Improvements Phase 1B



EXHIBIT B
OPINION OF PROBABLE PROJECT CONSTRUCTION COSTS
ALICE'S ROAD PHASE 1B - NE DELLWOOD DRIVE TO DOUGLAS PARKWAY

<i>Item No.</i>	<i>Description</i>	<i>Units</i>	<i>Unit Price</i>	<i>Clive Quantity</i>	<i>Clive Cost</i>	<i>Waukee Quantity</i>	<i>Waukee Cost</i>
<u>EARTHWORK</u>							
1	CLEARING AND GRUBBING	LS	\$8,500.00	0.5	\$4,250.00	0.5	\$4,250.00
2	TOPSOIL, ON-SITE	CY	\$10.00	1,136.0	\$11,360.00	1,136.0	\$11,360.00
3	SOIL QUALITY RESTORATION	SY	\$9.00	2,505.0	\$22,545.00	2,505.0	\$22,545.00
4	EXCAVATION, CLASS 10	CY	\$7.00	3,472.0	\$24,300.50	3,472.0	\$24,300.50
5	BELOW GRADE EXCAVATION (CORE OUT)	CY	\$0.50	250.0	\$125.00	250.0	\$125.00
6	SUBGRADE PREPARATION	SY	\$2.75	5,612.5	\$15,434.38	5,612.5	\$15,434.38
7	SUBGRADE TREATMENT, CEMENT STABILIZATION	SY	\$10.65	5,155.0	\$54,900.75	5,155.0	\$54,900.75
8	SUBBASE, MODIFIED, 6"	SY	\$12.00	5,314.5	\$63,774.00	5,314.5	\$63,774.00
9	COMPACTION TESTING	LS	\$8,500.00	0.5	\$4,250.00	0.5	\$4,250.00
10	TRENCH COMPACTION TESTING	LS	\$8,200.00	0.5	\$4,100.00	0.5	\$4,100.00
<u>SEWERS AND DRAINS</u>							
11	STORM SEWER, TRENCHED, RCP, 15"	LF	\$90.00	292.5	\$26,325.00	292.5	\$26,325.00
12	STORM SEWER, TRENCHED, RCP, 18"	LF	\$92.00	199.0	\$18,308.00	199.0	\$18,308.00
13	STORM SEWER, TRENCHED, RCP, 24"	LF	\$106.00	339.0	\$35,881.00	339.0	\$35,881.00
14	REMOVAL OF STORM SEWER, CMP, 15"	LF	\$30.00	35.0	\$1,050.00	35.0	\$1,050.00
15	REMOVAL OF STORM SEWER, RCP, 15"	LF	\$30.00	86.0	\$2,580.00	86.0	\$2,580.00
16	REMOVAL OF STORM SEWER, RCP, 18"	LF	\$30.00	56.0	\$1,665.00	56.0	\$1,665.00
17	REMOVE AND REINSTALL STORM SEWER, RCP, 24"	LF	\$125.00	38.0	\$4,750.00	38.0	\$4,750.00
18	REINSTALL PIPE APRON, RCP, 24"	EA	\$1,225.00	0.5	\$612.50	0.5	\$612.50
19	SUBDRAIN, TYPE 1, 6"	LF	\$18.00	866.0	\$15,588.00	866.0	\$15,588.00
20	SUBDRAIN CLEANOUT, TYPE A-1, 6"	EA	\$540.00	1.0	\$540.00	1.0	\$540.00
21	SUBDRAIN OUTLETS AND CONNECTIONS, CMP, 6"	EA	\$185.00	7.0	\$1,295.00	7.0	\$1,295.00
<u>WATER MAIN AND APPURTENANCES</u>							
22	WATER MAIN, TRENCHED, PVC, 8"	LF	\$290.00		\$0.00	135.0	\$39,150.00
23	WATER MAIN, TRENCHED, PVC, 12"	LF	\$77.00	1,384.0	\$106,568.00	129.0	\$9,933.00
24	FITTING	LB	\$11.00	591.0	\$6,501.00	652.0	\$7,172.00
25	WATER MAIN REMOVAL	LF	\$20.00		\$0.00	260	\$5,200.00
26	VALVE, GATE, 12"	EA	\$4,000.00	4.0	\$16,000.00	1.0	\$4,000.00
27	FIRE HYDRANT ASSEMBLY	EA	\$7,600.00	1.0	\$7,600.00	2.0	\$15,200.00
28	ALTERNATE FIRE HYDRANT ASSEMBLY	EA	\$8,400.00	5.0	\$42,000.00		\$0.00
29	VALVE BOX ADJUSTMENT	EA	\$2,600.00		\$0.00	2.0	\$5,200.00
30	FIRE HYDRANT ADJUSTMENT	EA	\$3,500.00		\$0.00	1.0	\$3,500.00
31	FIRE HYDRANT ASSEMBLY REMOVAL	EA	\$1,000.00	4.0	\$4,000.00	1.0	\$1,000.00
32	VALVE BOX REMOVAL	EA	\$145.00	3.0	\$435.00		\$0.00
<u>STRUCTURES FOR SANITARY AND STORM</u>							
33	INTAKE, TYPE SW-501	EA	\$7,260.00	1.5	\$10,890.00	1.5	\$10,890.00
34	INTAKE, TYPE SW-503	EA	\$6,750.00	1.5	\$10,125.00	1.5	\$10,125.00
35	INTAKE, TYPE SW-505	EA	\$9,000.00	1.5	\$13,500.00	1.5	\$13,500.00
36	INTAKE, TYPE SW-506	EA	\$9,000.00	1.5	\$13,500.00	1.5	\$13,500.00
37	REMOVE MANHOLE	EA	\$300.00	0.5	\$150.00	0.5	\$150.00
38	REMOVE INTAKE	EA	\$300.00	1.5	\$450.00	1.5	\$450.00
<u>STREETS AND RELATED WORK</u>							
39	PAVEMENT, PCC, 9"	SY	\$74.00	4,412.5	\$326,525.00	4,412.5	\$326,525.00
40	PAVEMENT, PCC, 7"	SY	\$64.00	493.5	\$31,584.00	493.5	\$31,584.00
41	PAVEMENT, PCC, 9" TRUCK APRON	SY	\$123.00	150.5	\$18,511.50	150.5	\$18,511.50
42	CONCRETE MEDIAN	SY	\$83.00	93.5	\$7,760.50	93.5	\$7,760.50
43	CONCRETE MEDIAN, MAINTENANCE CURB	SY	\$115.00	119.5	\$13,742.50	119.5	\$13,742.50
44	PCC PAVEMENT SAMPLES AND TESTING	LS	\$14,500.00	0.5	\$7,250.00	0.5	\$7,250.00
45	REMOVAL OF SIDEWALK	SY	\$10.00	90.5	\$905.00	90.5	\$905.00
46	REMOVAL OF DRIVEWAY	SY	\$10.00	100.5	\$1,005.00	100.5	\$1,005.00
47	SHARED USE PATH, PCC, 6"	SY	\$52.00	642.0	\$33,384.00	642.0	\$33,384.00
48	SPECIAL SUBGRADE PREPARATION FOR SHARED USE PATH	SY	\$4.00	767.0	\$3,068.00	767.0	\$3,068.00
49	SIDEWALK, PCC, 5"	SY	\$50.00	116.0	\$5,800.00	116.0	\$5,800.00
50	DETECTABLE WARNINGS	SF	\$55.00	56.0	\$3,080.00	56.0	\$3,080.00
51	DRIVEWAY, PAVED, PCC, 7"	SY	\$70.00	105.5	\$7,385.00	105.5	\$7,385.00
52	DRIVEWAY, GRANULAR, 6"	SY	\$13.00	522.5	\$6,792.50	522.5	\$6,792.50
53	SHARED USE PATH ASSURANCE TESTING	LS	\$3,300.00	0.5	\$1,650.00	0.5	\$1,650.00
54	PAVEMENT REMOVAL	SY	\$8.00	2,628.0	\$21,024.00	2,628.0	\$21,024.00

<u>TRAFFIC CONTROL</u>							
55	PAINTED PAVEMENT MARKINGS, SOLVENT/WATERBORNE	STA	\$65.00	9.62	\$625.30	9.61	\$624.65
56	PAINTED PAVEMENT MARKINGS, DURABLE	STA	\$405.00	8.31	\$3,365.55	8.31	\$3,365.55
57	PAINTED SYMBOLS AND LEGENDS, DURABLE	EA	\$350.00	2.5	\$875.00	2.5	\$875.00
58	PAVEMENT MARKINGS REMOVED	STA	\$155.00	3.7	\$578.15	3.7	\$578.15
59	GROOVES CUT FOR PAVEMENT MARKINGS	STA	\$205.00	8.3	\$1,703.55	8.3	\$1,703.55
60	GROOVES CUT FOR SYMBOLS AND LEGENDS	EA	\$200.00	2.5	\$500.00	2.5	\$500.00
61	TEMPORARY TRAFFIC CONTROL	LS	\$4,000.00	0.5	\$2,000.00	0.5	\$2,000.00
62	SUPPLEMENTAL TEMPORARY TRAFFIC CONTROL	LS	\$9,000.00	0.5	\$4,500.00	0.5	\$4,500.00
63	PORTABLE DYNAMIC MESSAGE SIGN	CDAY	\$100.00	21.0	\$2,100.00	21.0	\$2,100.00
64	TRAFFIC SIGN ASSEMBLY, FURNISH AND INSTALL	EA	\$350.00	2.5	\$875.00	2.5	\$875.00
65	TRAFFIC SIGN ASSEMBLY, REMOVE AND REINSTALL	EA	\$175.00	1.5	\$262.50	1.5	\$262.50
66	TRAFFIC SIGN ASSEMBLY, REMOVE	EA	\$100.00	1.0	\$100.00	1.0	\$100.00

<u>SITE WORK AND LANDSCAPING</u>							
67	HYDRAULIC SEEDING, SEEDING, FERTILIZING, AND MULCHING, SHADE MIX	SF	\$2.50	252.50	\$631.25	252.50	\$631.25
68	HYDRAULIC SEEDING, SEEDING, FERTILIZING, AND MULCHING, TYPE 1	AC	\$5,250.00	0.45	\$2,362.50	0.45	\$2,362.50
69	HYDRAULIC SEEDING, SEEDING, FERTILIZING, AND MULCHING, BEE MIX	AC	\$5,500.00	0.57	\$3,135.00	0.57	\$3,135.00
70	HYDRAULIC SEEDING, SEEDING, FERTILIZING, AND MULCHING, TYPE 4	AC	\$1,850.00	1.02	\$1,887.00	1.02	\$1,887.00
71	SOD	SY	\$7.20	303.4	\$2,184.48	303.4	\$2,184.48
72	PLANTS, TREE, 1.5" CALIPER	EA	\$658.00	7.5	\$4,935.00	7.5	\$4,935.00
73	PLANTS, SHRUB, 5 GALLON CONTAINER	EA	\$58.65	30.0	\$1,759.50	30.0	\$1,759.50
74	PLANTS, PERENNIALS AND GRASSES, 1 GALLON CONTAINER	EA	\$36.50	727.5	\$26,553.75	727.5	\$26,553.75
75	AMENDED SOIL	CY	\$126.00	335.0	\$42,210.00	335.0	\$42,210.00
76	HARDWOOD MULCH	CY	\$104.50	87.5	\$9,143.75	87.5	\$9,143.75
77	RIVER ROCK	CY	\$215.00	3.0	\$645.00	3.0	\$645.00
78	PCC EDGER AT MEDIAN, 6" DEPTH	LF	\$40.00	69.0	\$2,760.00	69.0	\$2,760.00
79	PCC EDGER AT ROUNDABOUT, 6" DEPTH	LF	\$40.00	38.0	\$1,520.00	38.0	\$1,520.00
80	OUTCROPPING STONE	SF	\$19.00	996.0	\$18,924.00	996.0	\$18,924.00
81	SWPPP PREPARATION	LS	\$1,200.00	0.5	\$600.00	0.5	\$600.00
82	SWPPP MANAGEMENT	LS	\$3,200.00	0.5	\$1,600.00	0.5	\$1,600.00
83	FILTER SOCK, 9"	LF	\$1.85	1,350.0	\$2,497.50	1,350.0	\$2,497.50
84	FILTER SOCK, REMOVAL	LF	\$0.30	1,350.0	\$405.00	1,350.0	\$405.00
85	TEMPORARY RECP, TYPE 1	SY	\$1.10	1,255.00	\$1,380.50	1,255.00	\$1,380.50
86	RIP RAP, REMOVE SALVAGE AND REINSTALL	LS	\$650.00	0.5	\$325.00	0.5	\$325.00
87	SILT FENCE	LF	\$1.60	575.0	\$920.00	575.0	\$920.00
88	SILT FENCE, REMOVAL OF DEVICE	LF	\$0.50	575.0	\$287.50	575.0	\$287.50
89	STABILIZED CONSTRUCTION ENTRANCE	SY	\$20.00	58.5	\$1,170.00	58.5	\$1,170.00
90	EROSION CONTROL MULCHING, HYDROMULCHING	AC	\$1,400.00	1.0	\$1,428.00	1.0	\$1,428.00
91	INLET PROTECTION DEVICE, DROP IN	EA	\$155.00	9.0	\$1,395.00	9.0	\$1,395.00
92	INLET PROTECTION DEVICE, MAINTENANCE	EA	\$20.00	9.0	\$180.00	9.0	\$180.00

<u>MISCELLANEOUS</u>							
93	ITS CONDUIT, HDPE, 2" TRENCHED	LF	\$5.25		\$0.00	9,195.0	\$48,273.75
94	ITS CONDUIT, HDPE, 2" TRENCHLESS	LF	\$5.25		\$0.00	5,160.0	\$27,090.00
95	ITS CONDUIT, HDPE, 4" TRENCHED	LF	\$6.25		\$0.00	1,868.0	\$11,675.00
96	ITS CONDUIT, HDPE, 4" TRENCHLESS	LF	\$6.25		\$0.00	1,032.00	\$6,450.00
97	HANDHOLES, TYPE IV	EA	\$2,050.00		\$0.00	22.0	\$45,100.00
98	HANDHOLES, TYPE I	EA	\$950.00	0.5	\$475.00	0.5	\$475.00
99	CONSTRUCTION SURVEY	LS	\$14,000.00	0.5	\$7,000.00	0.5	\$7,000.00
100	MOBILIZATION	LS	\$175,000.00	0.5	\$87,500.00	0.5	\$87,500.00
101	MAINTENANCE OF POSTAL SERVICES	LS	\$1,000.00	0.5	\$500.00	0.5	\$500.00
102	MAINTENANCE OF SOLID WASTE COLLECTION	LS	\$1,000.00	0.5	\$500.00	0.5	\$500.00
103	CONCRETE WASHOUT	LS	\$7,000.00	0.5	\$3,500.00	0.5	\$3,500.00

CONSTRUCTION SUBTOTAL (rounded to nearest \$100 increment)		\$	1,282,600.00		\$	1,328,500.00
Other Project Cost - Lighting		\$	52,500.00		\$	52,500.00
CONSTRUCTION TOTAL		\$	1,335,100.00		\$	1,381,000.00
Construction Administration (1.5%)		\$	20,050.00		\$	20,700.00
Construction Observation (4.0%)		\$	53,400.00		\$	55,250.00
TOTAL PROJECT COST PER CITY		\$	1,408,550.00		\$	1,456,950.00

TOTAL PROJECT COST = \$1,408,550.00 + \$1,456,950.00 = \$2,865,500.00



Memo

TO: Mayor and Council members

FROM: Mela Nisic, Human Resources Specialist

DATE: March 12, 2026

RE: Resolution Approving Amended Job Descriptions for Full-Time Positions

SYNOPSIS:

Staff has prepared the amended job descriptions for the Public Works Civil Engineer PE and Public Works Civil Engineer Non-PE positions with the City of Clive for City Councils review and approval.

Attachments:

1. Resolution
2. Civil Engineer Non-PE Job Description
3. Civil Engineer Job Description

RESOLUTION NO. _____

RESOLUTION APPROVING AMENDED JOB DESCRIPTIONS FOR FULL-TIME POSITIONS

WHEREAS, as an ongoing personnel matter, the City of Clive is desirous of approving the Public Works Civil Engineer PE and Public Works Civil Engineer Non-PE (Full-Time) positions with the City of Clive.

WHEREAS, the City of Clive has prepared the job descriptions for the Public Works Civil Engineer PE and Public Works Civil Engineer Non-PE positions with the City of Clive. WHEREAS, after reviewing such 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 positions listed above, as presented to the City Council on this date, are hereby approved by the City Council.

PASSED AND APPROVED this 12th day of March 2026.

John Edwards, Mayor

ATTEST:

Matthew Graham, City Clerk

POSITION

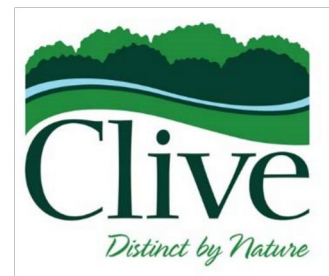
Civil Engineer – Non-PE

FLSA CLASSIFICATION

Exempt

FACILITY AND WORK AREA

City of Clive Public Works facility and other locations generally within the City of Clive.

**JOB SUMMARY**

Under general supervision of the Engineering Administrator, manages and coordinates public infrastructure projects from concept and design through construction. Prepares, reviews, and modifies civil engineering plans and specifications; collaborates with contractors, consultants, and staff on public works-related initiatives; responds to general and project specific inquiries from citizens; and performs engineering and Geographic Information Systems (GIS) related analysis, graphics, and mapping.

JOB FUNCTIONSExamples of Essential Job Functions

- Prepares staff reports, presentations, engineering calculations, engineering designs and specifications, contract documents, permit applications to state and federal agencies and cost estimates for budgetary and bidding purposes.
- Develops and administers designs, budgets, bidding, plans and specifications for public infrastructure projects including water main, sanitary sewer, storm sewer, storm water detention, street paving (including grades and alignment) sidewalks, traffic control improvements, grading/erosion control, legal description and easements.
- Analyzes infrastructure problems in Public Works, develops solutions and makes recommendations to the Engineering Administrator and Director of Public Works.
- Utilizes GIS and other resources to perform analysis of engineering related data.
- Performs field inspections, surveys and studies.
- Prepares and negotiates easements and property acquisition.
- Evaluates workflow and makes recommendations for process improvements.
- Completes reports required by state and federal agencies.
- Attends City Council meetings as needed to present project updates and to answer questions.
- Supervises and assists in the maintenance and updating of a variety of reports, files and records.
- Assists in developing long-range infrastructure and capital improvement plans.
- Regular attendance is essential for this position.

Other Job Functions

- Attends workshops, seminars, and conferences as approved to further develop knowledge, skills, and abilities in order to maintain, enhance, or achieve certification in various areas of expertise.
- Performs activities under strict deadlines and other time pressures.
- Responds to public or other inquiries and concerns related to the City's engineering operations.
- Assists other City departments with engineering-related services as directed.
- Attends meetings during the day or after hours as needed.
- Performs other duties and assumes other responsibilities as apparent or assigned.

PHYSICAL AND ENVIRONMENTAL CHARACTERISTICS

Required Physical Activities

Sitting, finger dexterity, grasping, feeling, talking, hearing, reaching, repetitive motions.

Vision Requirements

The minimum for those whose work is involved primarily with extensive reading, preparing, analyzing text and/or data, and the use of a computer terminal.

Physical Characteristics of the Job

Medium work requiring exertion of twenty (20) to fifty (50) pounds of force occasionally, and/or ten (10) to twenty-five (25) pounds of force frequently, and/or greater than negligible up to ten (10) pounds of force constantly.

Environmental Characteristics

The work is performed both inside and outside which includes seasonal exposure to cold and heat. The worker is also exposed to darkness or poor lighting, dirt, dust, fumes/odors, moving machinery, noise, vibration, visual strain, wetness humidity, working on uneven ground, mechanical hazards, chemical hazards, electrical hazards, fire hazards, traffic hazards, and bodily injury. Also, the work may expose the employee to unpleasant social situations and require the employee to work irregular hours.

EQUIPMENT AND MATERIALS USED

Network computer including keyboard, monitor, mouse, and printer; Mobile radio, cellular phone, photocopier, plotter, scanner, telephone, car/light truck, fax machine, City of Clive Code of Ordinances, Code of Iowa, Manual for Uniform Traffic Control Devices (MUTCD), Statewide Urban Design and Specifications Manual (SUDAS), GPS device, transit, level, metal detecting device, computer hardware and software, calculator, extension cords, ladders, measuring equipment, photographic equipment, digital photographic equipment, digital scanners, personnel policies.

EMPLOYMENT STANDARDS

Required Knowledge, Skills, and Abilities

- Ability to use logical thinking to solve problems with several concrete or abstract variables; ability to communicate technical solutions to non-technical people.
- Ability to perform arithmetic, algebraic and geometric calculations as necessary to review and analyze engineering calculations.
- Ability to compose original correspondence; ability to understand technical manuals and data.
- Basic knowledge of materials and methods used in construction; knowledge of construction processes; knowledge of engineering and land surveying principles and practice.

- Ability to read and interpret plans, specifications, blueprints, legal descriptions and contract documents accurately.
- Ability to operate a personal computer and software such as Microsoft Office, AutoCAD, ArcView and other related software.
- Ability to establish and maintain an effective working relationship with superiors, co-workers, and the public.
- Ability to perform all job duties safely and in accordance with applicable rules, guidelines, policies and training.
- Knowledge of applicable state and federal design standards, including SUDAS, IDOT specifications, and stormwater regulations.
- Strong organizational and project management skills, with attention to detail and the ability to manage multiple projects simultaneously.

EDUCATION, TRAINING AND EXPERIENCE

Required Education

Bachelor's degree in civil engineering or similar field from a four (4) year Accreditation Board for Engineering and Technology (ABET) accredited college or university.

Required Experience

Two (2) years progressively responsible work experience in civil engineering in either field or office experience.

Must have intermediate-level experience in Civil 3D, including independent ability to perform sheeting, alignments, profiles, grading, and corridor modeling within the software.

Required Qualifications

- Shall possess or be able to obtain a valid Iowa Driver License and have a good driving record for the past three (3) years.
- Shall possess a State of Iowa Engineer-in-Training (EIT) license.

The City of Clive retains the authority to change the job duties included in this job description at any time. The list of duties is not exhaustive, and various requirements are subject to possible modification as a reasonable accommodation for a qualified individual.

POSITION

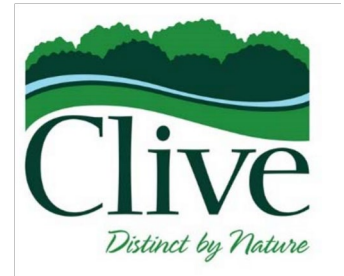
Civil Engineer

FLSA CLASSIFICATION

Exempt

FACILITY AND WORK AREA

City of Clive Public Works facility and other locations generally within the City of Clive.

**JOB SUMMARY**

Under general supervision of the Engineering Administrator, manages public infrastructure projects from concept and design through construction, prepares, reviews and seals civil engineering plan specifications for such projects; works with contractors and staff on public works-related topics, responds to general and project specific inquiries from citizens; performs engineering and Geographic Information System (GIS) related analysis, graphics and mapping. Provides professional engineering judgment, ensures compliance with state and federal design standards, and oversees consultant and contractor performance.

JOB FUNCTIONSExamples of Essential Job Functions

- Prepares staff reports, presentations, engineering calculations, engineering designs and specifications, contract documents, permit applications to state and federal agencies and cost estimates for budgetary and bidding purposes.
- Develops and administers designs, budgets, bidding, plans and specifications for public infrastructure projects including water main, sanitary sewer, storm sewer, storm water detention, street paving (including grades and alignment) sidewalks, traffic control improvements, grading/erosion control, legal description and easements.
- Analyzes infrastructure problems in Public Works, develops solutions and makes recommendations to the Engineering Administrator and Director of Public Works.
- Provides engineering recommendations, prepares technical memoranda, and presents findings to City leadership, elected officials, and the public.
- Utilizes Geographic Information System (GIS) and other resources to perform analysis of engineering related data.
- Performs field inspections, surveys and studies.
- Prepares and negotiates easements and property acquisition.
- Evaluates workflow and makes recommendations for process improvements.
- Completes reports required by state and federal agencies.
- Attends City Council meetings as needed to present project updates and answer questions.
- Supervises and assists in the maintenance and updating of a variety of reports, files and records.
- Reviews and approves engineering drawings and construction submittals prepared by consultants or developers for compliance with City standards.
- Assists in developing long-range infrastructure and capital improvement plans.
- Regular attendance is essential for this position.

Other Job Functions

- Represents the City on various metro boards and committees as directed by the Engineering Administrator.
- Attends workshops, seminars, and conferences as approved to further develop knowledge, skills, and abilities in order to maintain, enhance, or achieve certification in various areas of expertise.
- Performs activities under strict deadlines and other time pressures.
- Responds to public inquiries and concerns related to the City engineering and infrastructure operations.
- Assists other City departments with engineering-related services as directed.
- Attends meetings during the day or after hours as needed.
- Performs other duties or assumes other responsibilities as apparent or assigned.

PHYSICAL AND ENVIRONMENTAL CHARACTERISTICS

Required Physical Activities

Sitting, finger dexterity, grasping, feeling, talking, hearing, reaching, repetitive motions.

Vision Requirements

The minimum for those whose work is involved primarily with extensive reading, preparing, analyzing text and/or data, and the use of a computer terminal.

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Medium work requiring exertion of twenty (20) to fifty (50) pounds of force occasionally, and/or ten (10) to twenty-five (25) pounds of force frequently, and/or greater than negligible up to ten (10) pounds of force constantly.

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The work is performed both inside and outside which includes seasonal exposure to cold and heat. The worker is also exposed to darkness or poor lighting, dirt, dust, fumes/odors, moving machinery, noise, vibration, visual strain, wetness humidity, working on uneven ground, mechanical hazards, chemical hazards, electrical hazards, fire hazards, traffic hazards, and bodily injury. Also, the work may expose the employee to unpleasant social situations and require the employee to work irregular hours.

EQUIPMENT AND MATERIALS USED

Network computer including keyboard, monitor, mouse, and printer; Mobile radio, cellular phone, photocopier, plotter, scanner, telephone, car/light truck, fax machine, City of Clive Code of Ordinances, Code of Iowa, Manual for Uniform Traffic Control Devices (MUTCD), Statewide Urban Design and Specifications Manual (SUDAS), GPS device, transit, level, metal detecting device, computer hardware and software, calculator, extension cords, ladders, measuring equipment, photographic equipment, digital photographic equipment, digital scanners, personnel policies.

EMPLOYMENT STANDARDS

Required Knowledge, Skills, and Abilities

- Ability to use logical thinking to solve problems with several concrete or abstract variables; ability to communicate technical solutions to non-technical people.
- Ability to perform arithmetic, algebraic and geometric calculations as necessary to review and analyze engineering calculations.
- Ability to compose original correspondence; ability to understand technical manuals and data.
- Basic knowledge of materials and methods used in construction; knowledge of construction processes; knowledge of engineering and land surveying principles and practice.
- Ability to read and interpret plans, specifications, blueprints, legal descriptions and contract documents accurately.
- Ability to operate a personal computer and software such as Microsoft Office, AutoCAD, ArcView and other related software.
- Ability to establish and maintain an effective working relationship with superiors, co-workers, and the public.
- Ability to perform all job duties safely and in accordance with applicable rules, guidelines, policies and training.
- Strong leadership and project management skills with the ability to coordinate multidisciplinary teams and outside consultants.
- Knowledge of applicable state and federal design standards, including SUDAS, IDOT specifications, and stormwater regulations.
- Ability to review and sign off on construction drawings and ensure compliance with engineering codes and regulations.

EDUCATION, TRAINING AND EXPERIENCE

Required Education

Bachelor's degree in civil engineering from a four (4) year Accreditation Board for Engineering and Technology (ABET) accredited college or university.

Required Experience

A minimum of (4) years of progressively responsible civil engineering experience, including both field and office work.

Must have intermediate-level experience in Civil 3D, including independent ability to perform sheeting, alignments, profiles, grading, and corridor modeling within the software.

Required Qualifications

- Shall possess or be able to obtain a valid Iowa Driver License and have a good driving record for the past three years.
- Shall possess and maintain a State of Iowa Professional Engineering (PE) License.

The City of Clive retains the authority to change the job duties included in this job description at any time. The list of duties is not exhaustive, and various requirements are subject to possible modification as a reasonable accommodation for a qualified individual.



Memo

TO: Mayor and Council members

FROM: Elizabeth Hansen, Director of Administrative Services

DATE: March 12, 2026

RE: Approve Pay Rate - Jonathan Cygan - Engineering Administrator -
\$130,176/Yr - Effective 04/12/2026

SYNOPSIS:

Over the past three years, Jon Cygan has served as a Civil Engineer for the City, bringing a strong foundation in public infrastructure and development. With a BA in Civil Engineering from Iowa State University and prior experience as a Senior Engineer and Engineering Technician for the City of Urbandale, and as a Site EIT for Shive-Hattery, Jon has consistently demonstrated expertise across all phases of development. Current responsibilities include reviewing plans for both public and private projects, producing in-house designs, overseeing active construction, and preparing staff reports, presentations, contracts, and permits. Jon also manages easement negotiations and property acquisitions. This promotion to Engineering Administrator recognizes his proven ability to lead complex projects and support the City's long-term development goals.

Attachments:

1. 3456_001

Personnel Action

TO: Jonathan Cygan
 FROM: Jeff May
 DATE: 3/9/26
 RE: Wage Increase



Part A.

Change in Pay or Classification

Base Pay Change Required (if no, put "N/A" in table below):

Yes No

Current Base Pay	New Base Pay
Pay/Hr: \$ <u>128,000/yr</u>	Pay/Hr: \$ <u>130,176/yr</u>
<input checked="" type="checkbox"/> FLSA Exempt <input type="checkbox"/> FLSA Non-Exempt	<input checked="" type="checkbox"/> FLSA Exempt <input type="checkbox"/> FLSA Non-Exempt
Date To Be Effective: <u>4/12/26</u>	

Part B.

Reason for Pay Adjustment (Note: Use offer letter for promotions)

<input checked="" type="checkbox"/> Increase	<input type="checkbox"/> Decrease	<input type="checkbox"/> Classification Change
<input type="checkbox"/> Transfer	<input type="checkbox"/> Demotion	<input type="checkbox"/> Leave of Absence
<input type="checkbox"/> Shift Differential (PD): \$0.25	<input type="checkbox"/> Grade Pay (PW) <input type="checkbox"/> Water 1 - +\$0.50/hr <input type="checkbox"/> Water 2 - +0.50/hr <input type="checkbox"/> Water 3 - +\$1.00/hr <input type="checkbox"/> Sewer 1 - +\$0.25/hr <input type="checkbox"/> Sewer 2 - +\$0.50/hr Total Grade Pay Added: \$ _____/hr	<input type="checkbox"/> Seasonal Department and/or Step Change: <input type="checkbox"/> Recreation <input type="checkbox"/> Aquatics <input type="checkbox"/> Parks <input type="checkbox"/> PW <input type="checkbox"/> Step 1 <input type="checkbox"/> Step 2 <input type="checkbox"/> Step 3 <input type="checkbox"/> Step 4 <input type="checkbox"/> Step 5 <input type="checkbox"/> Step 6 <input type="checkbox"/> Step 7
<input type="checkbox"/> Afternoon Shift		
<input type="checkbox"/> Night Shift		
<input type="checkbox"/> Other: _____		

Remarks (including effective date for Part B if applicable):

Due to the non-union wage increase of 1.7%, Jon's wages will increase to \$130,176.

Employee Signature: [Signature] Date: 3/9/26
 Supervisor Signature: [Signature] Date: 3/9/26
 City Manager Signature: [Signature] Date: 3/9/26



Memo

TO: Mayor and Council members

FROM: Mela Nisic, Human Resources Specialist

DATE: March 12, 2026

RE: Approve Pay Rate - Colton Cunningham - Public Works Civil Engineer - \$111,500/Yr - Effective 03/23/2026

SYNOPSIS:

Staff recommends approval of the appointment of Colton Cunningham, Civil Engineer, to support the City's engineering and infrastructure initiatives. Colton brings private-sector project engineering experience dating back to January 2020, with a focus on planning, coordination, and delivery of engineering projects. Colton holds a Bachelor of Science degree in Biological Engineering from Iowa State University and has developed experience working on engineering projects that involve technical analysis, project coordination, and collaboration with multidisciplinary teams. Staff is excited to welcome Colton to the City and specifically to the Public Works team.

Attachments:

1. Cunningham Resume
2. Cunningham Offer
3. Civil Engineer PE Job Description



MEMO

To: Colton Cunningham
From: Matt McQuillen, City Manager
Date: February 27, 2026
Re: Employment Offer

It is my pleasure to offer you the opportunity to become the Civil Engineer for the City of Clive. This offer is contingent upon successful completion of a drug screen, physical, and an extensive background check.

I anticipate, dependent upon your acceptance, having the recommendation before the City Council on March 12, 2026. As for all non-union staff, the Clive Employee Handbook is the controlling document for employees. Your wage will initially be \$111,500 annually. The following offer and attachment clarify certain standard employee benefits.

Proposed Start Date:	Monday, March 23, 2026
Beginning Salary:	\$111,500
Employment Status:	Non-Union, Exempt
Supervisor:	Jonathan Cygan, Engineer Services Administrator
Cell Phone Allowance:	\$50/Monthly
Vacation Leave:	10 days vacation at start date. Further vacation increases will follow the Employee Handbook.

As you review the offer and our Employee Handbook please feel free to contact me with questions you may have regarding your employment. If the above is acceptable please sign in the space provided below and return at your earliest convenience.

I look forward to you becoming part of the Clive Public Works Team and hope your employment experience will be enjoyable and rewarding.

Colton Cunningham 02/27/26
Colton Cunningham (Feb 27, 2026 17:16:49 CST)

Colton Cunningham

Date

Matt McQuillen 2/27/26
Matt McQuillen, City Manager

Date



City of Clive (IA)
Civil Engineer

CLASS CODE	CVLENG	SALARY	\$104,901.41 - \$136,370.00 Annually
ESTABLISHED DATE	November 04, 2021	REVISION DATE	July 01, 2025

JOB SUMMARY

Pending 2026 Council Approval:

Under general supervision of the Engineering Administrator, manages public infrastructure projects from concept and design through construction, prepares, reviews and seals civil engineering plan specifications for such projects; works with contractors and staff on public works-related topics, responds to general and project specific inquiries from citizens; performs engineering and Geographic Information System (GIS) related analysis, graphics and mapping. Provides professional engineering judgment, ensures compliance with state and federal design standards, and oversees consultant and contractor performance.

JOB FUNCTIONS

Examples of Essential Job Functions

- Prepares staff reports, presentations, engineering calculations, engineering designs and specifications, contract documents, permit applications to state and federal agencies and cost estimates for budgetary and bidding purposes.
- Develops and administers designs, budgets, bidding, plans and specifications for public infrastructure projects including water main, sanitary sewer, storm sewer, storm water detention, street paving (including grades and alignment) sidewalks, traffic control improvements, grading/erosion control, legal description and easements.
- Analyzes infrastructure problems in Public Works, develops solutions and makes recommendations to the Engineering Administrator and Director of Public Works.
- Provides engineering recommendations, prepares technical memoranda, and presents findings to City leadership, elected officials, and the public.
- Utilizes Geographic Information System (GIS) and other resources to perform analysis of engineering related data.
- Performs field inspections, surveys and studies.
- Prepares and negotiates easements and property acquisition.
- Evaluates workflow and makes recommendations for process improvements.
- Completes reports required by state and federal agencies.
- Attends City Council meetings as needed to present project updates and answer questions.
- Supervises and assists in the maintenance and updating of a variety of reports, files and records.
- Reviews and approves engineering drawings and construction submittals prepared by consultants or developers for compliance with City standards.

- Assists in developing long-range infrastructure and capital improvement plans.
- Regular attendance is essential for this position.

Other Job Functions

- Represents the City on various metro boards and committees as directed by the Engineering Administrator.
- Attends workshops, seminars, and conferences as approved to further develop knowledge, skills, and abilities in order to maintain, enhance, or achieve certification in various areas of expertise.
- Performs activities under strict deadlines and other time pressures.
- Responds to public inquiries and concerns related to the City engineering and infrastructure operations.
- Assists other City departments with engineering-related services as directed.
- Attends meetings during the day or after hours as needed.
- Performs other duties or assumes other responsibilities as apparent or assigned.

EMPLOYMENT STANDARDS AND QUALIFICATIONS

Required Knowledge, Skills, and Abilities

- Ability to use logical thinking to solve problems with several concrete or abstract variables; ability to communicate technical solutions to non-technical people.
- Ability to perform arithmetic, algebraic and geometric calculations as necessary to review and analyze engineering calculations.
- Ability to compose original correspondence; ability to understand technical manuals and data.
- Basic knowledge of materials and methods used in construction; knowledge of construction processes; knowledge of engineering and land surveying principles and practice.
- Ability to read and interpret plans, specifications, blueprints, legal descriptions and contract documents accurately.
- Ability to operate a personal computer and software such as Microsoft Office, AutoCAD, ArcView and other related software.
- Ability to establish and maintain an effective working relationship with superiors, co-workers, and the public.
- Ability to perform all job duties safely and in accordance with applicable rules, guidelines, policies and training.
- Strong leadership and project management skills with the ability to coordinate multidisciplinary teams and outside consultants.
- Knowledge of applicable state and federal design standards, including SUDAS, IDOT specifications, and stormwater regulations.
- Ability to review and sign off on construction drawings and ensure compliance with engineering codes and regulations.

EDUCATION, TRAINING AND EXPERIENCE

Required Education

- Bachelor's degree in civil engineering from a four (4) year Accreditation Board for Engineering and Technology (ABET) accredited college or university.

Required Experience

- A minimum of (4) years of progressively responsible civil engineering experience, including both field and office work.

- Must have intermediate-level experience in Civil 3D, including independent ability to perform sheeting, alignments, profiles, grading, and corridor modeling within the software.

Required Qualifications

- Shall possess or be able to obtain a valid Iowa Driver License and have a good driving record for the past three years.
- Shall possess and maintain a State of Iowa Professional Engineering (PE) License.

PHYSICAL AND ENVIRONMENTAL CHARACTERISTICS

Required Physical Activities

Sitting, finger dexterity, grasping, feeling, talking, hearing, reaching, repetitive motions.

Vision Requirements

The minimum for those whose work is involved primarily with extensive reading, preparing, analyzing text and/or data, and the use of a computer terminal.

Physical Characteristics of the Job

Medium work requiring exertion of twenty (20) to fifty (50) pounds of force occasionally, and/or ten (10) to twenty-five (25) pounds of force frequently, and/or greater than negligible up to ten (10) pounds of force constantly.

Environmental Characteristics

The work is performed both inside and outside which includes seasonal exposure to cold and heat. The worker is also exposed to darkness or poor lighting, dirt, dust, fumes/odors, moving machinery, noise, vibration, visual strain, wetness humidity, working on uneven ground, mechanical hazards, chemical hazards, electrical hazards, fire hazards, traffic hazards, and bodily injury. Also, the work may expose the employee to unpleasant social situations and require the employee to work irregular hours.

EQUIPMENT AND MATERIALS USED

Network computer including keyboard, monitor, mouse, and printer; Mobile radio, cellular phone, photocopier, plotter, scanner, telephone, car/light truck, fax machine, City of Clive Code of Ordinances, Code of Iowa, Manual for Uniform Traffic Control Devices (MUTCD), Statewide Urban Design and Specifications Manual (SUDAS), GPS device, transit, level, metal detecting device, computer hardware and software, calculator, extension cords, ladders, measuring equipment, photographic equipment, digital photographic equipment, digital scanners, personnel policies.

The City of Clive retains the authority to change the job duties included in this job description at any time. The list of duties is not exhaustive, and various requirements are subject to possible modification as a reasonable accommodation for a qualified individual.



Memo

TO: Mayor and Council members

FROM:

DATE: March 12, 2026

RE: Approve Pay Rate - Trey Sharon - Parks Operations Specialist -
\$27.78/Hr - Effective 03/16/2026

SYNOPSIS:

Staff recommends approval to hire former seasonal Parks employee, Trey Sharon, for the full-time position of Parks Operations Specialist. Trey previously worked with the Parks Department as a seasonal employee and demonstrated a strong work ethic, reliability, and the ability to contribute positively to the team.

Staff is excited to offer him this full-time opportunity and believes his prior work experience, along with his familiarity with department operations, will allow him to transition successfully into the role and continue supporting the City's parks and facilities.

Attachments:

1. T Sharon Offer
2. Parks Ops Spec Job Description
3. T Sharon Resume



MEMO

To: Trey Sharon
From: Matt McQuillen, City Manager
Date: February 27, 2026
Re: Employment Offer

I am pleased to offer you the opportunity to become an Operations Specialist for the City of Clive Parks Department. This offer is contingent upon successfully completing a drug screen, physical, and an extensive background check. I anticipate, dependent upon your acceptance, to have the recommendation before the City Council on **March 12, 2026**. As for all non-union staff, the Clive Employee Handbook is the controlling document for employees. In summary, the following is proposed:

Proposed Start Date: **March 16, 2026**
Beginning Salary: **\$27.78/hour**
Employment Status: **Non-Exempt**
Supervisor: **Jeff Thielen, Parks Manager**

As you review the offer and our Employee Handbook please feel free to contact me with questions you may have regarding your employment. If the above is acceptable please sign in the space provided below and return at your earliest convenience.

I look forward to you becoming part of the Parks Team and hope your employment experience will be enjoyable and rewarding.

Trey Sharon
Trey Sharon (Mar 1, 2026 18:38:52 CST)

03/01/2026

Trey Sharon

Date

Matt McQuillen 2/27/26

Matt McQuillen, City Manager

Date

The offer is contingent upon the Clive City Council approval of the recommended wage rate.






City of Clive - Parks Operations Specialist - T. Sharon 2.27.26

Final Audit Report

2026-03-02

Created:	2026-02-27
By:	Alexandra Adams (aadams@cityofclive.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAA3D-zrE5fbWKi4zhufuav_ZDa7qErrUyr

"City of Clive - Parks Operations Specialist - T. Sharon 2.27.26" History

-  Document created by Alexandra Adams (aadams@cityofclive.com)
2026-02-27 - 10:19:29 PM GMT
-  Document emailed to Trey Sharon (bbtrey2@gmail.com) for signature
2026-02-27 - 10:19:32 PM GMT
-  Email viewed by Trey Sharon (bbtrey2@gmail.com)
2026-03-02 - 0:38:21 AM GMT
-  Document e-signed by Trey Sharon (bbtrey2@gmail.com)
Signature Date: 2026-03-02 - 0:38:52 AM GMT - Time Source: server
-  Agreement completed.
2026-03-02 - 0:38:52 AM GMT

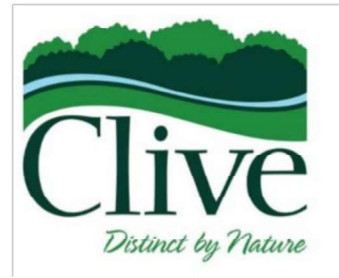
POSITION

Parks Division Operations Specialist

FLSA CLASSIFICATION

Non-Exempt

Council Approved
02/26/2026

**FACILITY AND WORK AREA**

Locations generally within the City of Clive

JOB SUMMARY

Performs manual labor and semi-skilled and skilled work often involving the operation of light-to-heavy-duty construction and maintenance equipment. Each employee is expected to respect others, be customer driven, present a positive attitude, participate in a teamwork environment, be honest and have integrity, be innovative and creative, communicate effectively, deal courteously with customers and co-workers, and maintaining effective relationships with others.

JOB FUNCTIONSExamples of Essential Job Functions

- Works under the general supervision of the Parks Supervisor and Parks Manager.
- Performs duties as assigned relating to park and trail maintenance and construction and public facility maintenance and construction.
- Safely operates a variety of equipment which may include, but is not limited to pickup trucks, dump trucks, tractors, loaders, backhoes, skid loaders, mowers, chain saws, weed eaters, woodchipper, asphalt roller, boom truck and other equipment as needed.
- Provides general grounds maintenance as directed including fertilization and chemical applications.
- Perform playground inspections and general maintenance as directed.
- Repairs public buildings, aquatic center features, fences and other park facilities using manual labor and equipment as needed.
- Performs snow removal for street cul-de-sac's, parks, trail and city facilities. Operates snow removal equipment, plows, sanders, snow blowers, and may manually remove snow using a shovel as needed.
- Prepare ball fields for play as directed.
- Mows, weeds, cuts brush, trim trees, and clean-up site by raking and/or hauling to landfill.
- Obtain current certifications as required, attend assigned safety training, SDS information and other training necessary to perform work.
- Restroom, facility building, and grounds maintenance to include litter control, emptying trash receptacles, cleaning and sanitizing restrooms.
- Performs complete custodial services (including but not limited to dusting, trash removal, sweeping, vacuuming, all types of floor care, window cleaning and necessary duties to ensure proper interior and exterior care and sanitation maintenance of city facilities.
- Drives and operates trucks, tractors, and other motorized equipment with various attachments.
- Perform installation, maintenance, and repair work on various sizes of pipes and conduits.
- Fabricates special equipment for maintenance or construction projects.
- Operates and climbs ladders used in maintenance activities; trims, plants, or removes trees.
- Sets and resets posts and replaces or adds new signs.
- Calculates or estimates amounts of materials needed for projects.
- Reads and interprets various types of meters and measuring devices.
- Makes mechanical and non-mechanical repairs to equipment.
- Performs construction work using a variety of materials; performs a variety of grounds, facilities, and other general maintenance activities.

- Loads and unloads a variety of materials manually or using lifting equipment.
- Performs snow removal using a variety of equipment.
- Collects and disposes of refuse along right of ways, parks or city owned buildings.
- Performs all duties in a manner consistent with proper safety policies and procedures; reads and interprets blueprints, technical manuals, construction drawings and Safety Data Sheets.
- Maintains records related to equipment and materials usage and other job activities.
- Regular attendance is essential to this position.

EQUIPMENT

Equipment Essential to the Job

- A variety of motor vehicles and heavy equipment including pick-up trucks, dump trucks, aerial boom trucks, end loaders and backhoes.
- A variety of printed materials including memos, blueprints, instructions, maps, and schedules.
- A variety of measurement and diagnostic tools and equipment including tape measures, scales, levels, and squares.
- A variety of general-purpose maintenance equipment including brooms, shovels, cleaning equipment and chemicals, and extension cords; various welding equipment; hydraulic, air, and water hoses; power and hand tools including grinders, drills, saws, air compressors, pumps, screwdrivers, and wrenches.
- A variety of safety equipment and clothing including dust filters, ear plugs, a first-aid kit, gloves, safety goggles, raincoats, and gas monitors; personal computers and peripheral equipment; some office and audio-visual equipment including telephones, calculators and inspection equipment.

PHYSICAL AND ENVIRONMENTAL CHARACTERISTICS

Required Physical Activities

Climbing, balancing, stooping, kneeling, crouching, crawling, reaching, standing, walking, pushing, pulling, lifting, finger dexterity, grasping, feeling, talking, hearing, repetitive motions.

Physical Characteristics of the Job

Heavy work, exerting 50 to 100 pounds of force occasionally, and/or 25 to 50 pounds of force frequently, and/or 10 to 20 pounds of force constantly.

Must be able to lift/move items up to 150 pounds with assistance, remove/replace manhole covers weighing up to 80 pounds, climb into/out of 24-inch openings and equipment cabs, and use tools weighing 30 pounds or more.

Environmental Characteristics

The work is performed primarily outside and includes seasonal exposure to cold, heat, wind, rain, snow, and other weather conditions. The worker is also exposed to awkward or confining workspace, darkness or poor lighting, dirt/dust, fumes/odors, moving machinery, noise, vibration, visual strain, wetness/humidity, working on uneven ground, mechanical hazards, chemical hazards, and traffic hazards. Also, the work may expose the employee to unpleasant social situations, significant work pace pressure and irregular work hours.

Vision Requirements

Frequent near and far visual acuity, depth perception, color vision and field of vision required to safely perform job duties and operate equipment, corrective lenses permitted.

EMPLOYMENT STANDARDS

Required Knowledge, Skills and Abilities

- Two years of experience in laboring work includes the use of tools and equipment common to general construction, maintenance, and repair work.
- Knowledge of the types and uses of common hand tools, materials, and equipment used in general

construction, maintenance, and repair work; knowledge of the precautions necessary to work safely with and around mechanized construction and maintenance equipment.

- Skill in the use of tools, machinery, motorized vehicles, and other items common to general construction, maintenance, and repair work; skill in the use of measurement and diagnostic equipment common to general construction, maintenance, and repair work.
- Ability to lead a small crew of workers; ability to perform manual tasks involving physical strength and endurance under variable weather conditions; ability to understand and carry out specific verbal or written instructions; ability operate motorized vehicles and other motorized equipment; ability to calculate or estimate the amounts of materials needed; ability to effectively communicate with others; ability to establish and maintain effective working relationships with citizens or public service organizations, supervisors, co-workers, other city employees, and vendors. Ability to present positive attitude to residents, co-workers and contractors.
- Ability to perform all job duties safely and in accordance with applicable rules, guidelines, policies and training.

EDUCATION, TRAINING AND EXPERIENCE

Required Education

High school diploma or equivalent GED/HiSET

Preferred Licensing and Certification

Commercial applicator's license 2 forest, 5 aquatic, & 7D mosquito for State of Iowa.

Preferred Experience

One year of operating light and medium construction equipment

Licensing and Other Requirements

- Must possess or obtain a valid Class A Commercial Driver License (CDL) with air brakes and any required endorsements within six months of appointment.
- Must possess a Certified Pool Operator (CPO) certification or have the ability to obtain your CPO after hire.
- Must maintain a good driving record for the past three years.
- Must establish residency within a 30-mile radius of City Hall (1900 NW 114th Street, Clive) within three months of employment.
- Must be generally available for off-hour emergencies, snow duty and/or work assignments.
- Must possess or obtain commercial applicator's license 3OT ornamental/turf and 6 right-of-way for the state of Iowa.

The City of Clive retains the authority to change the job duties included in this job description at any time. The list of duties is not exhaustive, and various requirements are subject to possible modification as a reasonable accommodation for a qualified individual.



Memo

TO: Mayor and Council members

FROM: Mela Nisic, Human Resources Specialist

DATE: March 12, 2026

RE: Approve Pay Rate - Ladd (Alex) Kinzie - Public Works Operations Specialist - \$27.78/Hr - Effective 03/16/2026

SYNOPSIS:

Staff recommends approval to hire Ladd (Alex) Kinzie for the position of Public Works Operations Specialist. Alex brings relevant experience from his time with the City of Indianola, and his background aligns well with the operational needs of the Public Works Department and the responsibilities of the role.

Staff is excited to welcome Alex to the team and looks forward to the contributions he will make in supporting the City's public works operations and services.

Attachments:

1. L Kinzie Offer
2. Job Description PW Ops Spec Job Description



MEMO

To: Ladd Kinzie
From: Matt McQuillen, City Manager
Date: February 27, 2026
Re: Employment Offer

I am pleased to offer you the opportunity to become an Operations Specialist for the City of Clive, Public Works Department. This offer is contingent upon successfully completing a drug screen, physical with respirator fit test, and an extensive background check. I anticipate, dependent upon your acceptance, to have the recommendation before the City Council on **March 12, 2026**. As for all non-union staff, the Clive Employee Handbook is the controlling document for employees. In summary, the following is proposed:

- Proposed Start Date: **March 16, 2026**
- Beginning Salary: **\$27.78/hour**
- Employment Status: **Non-Exempt**
- Direct Supervisor: **Jerry Freestone, Public Works Administrator**

As you review the offer and our Employee Handbook please feel free to contact me with questions you may have regarding your employment. If the above is acceptable please sign in the space provided below and return at your earliest convenience.

I look forward to you becoming part of the Public Works Team and hope your employment experience will be enjoyable and rewarding.

 Kinzie (Feb 27, 2026 11:45:07 CST)	27/02/202		2/27/26
Ladd Kinzie	Date	Matt McQuillen, City Manager	Date

The offer is contingent upon the Clive City Council approval of the recommended wage rate.



City of Clive (IA)
Operations Specialist - Public Works

Class Spec Code	OPSPPW	Established Date	07/06/2023
Last Revised Date	11/10/2025	Salary Range	\$27.78 Hourly
Bargaining Unit	N/A	EEO	EEO5-Technicians
Occupational Group	N/A	FLSA	Non-Exempt
Benefit Code	Clive	Physical Class	BC/DS

JOB SUMMARY

Performs manual labor and semi-skilled to skilled work often involving the operation of light-to-heavy-duty construction and maintenance equipment. Work involves maintaining, repairing, and constructing City infrastructure, including streets, stormwater systems, traffic control devices, and public grounds.

Each employee is expected to respect others, be customer-driven, present a positive attitude, function as part of a team, act with honesty and integrity, be innovative and creative, communicate effectively, deal courteously with customers and co-workers, and maintain effective working relationships with others.

JOB FUNCTIONS

Examples of Essential Job Functions:

- Drives and operates trucks, tractors, and other motorized equipment with various attachments.
- Performs installation, maintenance, and repair work on various sizes of pipes, conduits, valves, hydrants, and other water distribution components.
- Maintains and repairs streets and right-of-ways, including patching, paving, curb and sidewalk replacement, joint and crack sealing, and debris removal.
- Performs snow removal and ice control using a variety of equipment and chemical applications.
- Participates in tree and brush pruning, mowing, landscaping, and right-of-way maintenance.
- Constructs, repairs, and cleans intakes, grates, storm sewers, and other drainage facilities; performs jetting/vacuum cleaning and CCTV inspection of wastewater and stormwater collection systems.
- Installs and maintains traffic signal systems, fiber optic systems, and traffic control devices; paints pavement markings; maintains work zone safety setups.
- Maintains, fabricates, repairs, and replaces street signs, posts, and traffic control devices, maintaining related inventories.
- Performs mechanical and non-mechanical repairs on equipment, including welding, sandblasting, and painting.
- Cleans tools and equipment after use and stores them properly.
- Reads and interprets blueprints, technical manuals, construction drawings, and Safety Data Sheets.
- Collects and disposes of refuse along rights-of-way, parks, or City-owned buildings.
- Maintains records related to equipment, materials usage, and other job activities.
- Assists the public by responding to inquiries and complaints and taking appropriate action.
- Provides assistance and support in City emergencies.
- Attends required safety and technical training.
- Regular attendance is essential to this position.

EMPLOYMENT STANDARDS AND QUALIFICATIONS

Required Knowledge, Skills, and Abilities:

- Knowledge of construction, maintenance, and repair methods, materials, and tools.
- Skill in operating construction and maintenance equipment.
- Knowledge of safety precautions for working around mechanized equipment and in public rights-of-way.
- Ability to calculate or estimate materials needed for projects.
- Ability to read and interpret blueprints, maps, and technical documents.
- Ability to communicate effectively and courteously with others.
- Ability to lead small crews, perform strenuous physical labor under varying weather conditions, and maintain positive working relationships.
- Ability to perform all duties safely and in accordance with established policies and training.

EDUCATION, TRAINING AND EXPERIENCERequired Education:

High school diploma or equivalent (GED/HISET).

Preferred Experience:

One year operating light or medium construction equipment.

Preferred Certifications:

Iowa Commercial Pesticide Applicator's License.

Licensing and Other Requirements:

- Must possess or obtain a valid Class A Commercial Driver License (CDL) with air brakes and any required endorsements within six months of appointment.
- Must maintain a good driving record for the past three years.
- Must establish residency within a 30-mile radius of City Hall (1900 NW 114th Street, Clive) within three months of employment.
- Must be generally available for off-hour emergencies, snow duty, and work assignments.

PHYSICAL AND ENVIROMENTAL CHARACTERISTICSRequired Physical Activities:

Climbing, balancing, stooping, kneeling, crouching, crawling, reaching, standing, walking, pushing, pulling, lifting, finger dexterity, grasping, feeling, talking, hearing, and repetitive motions.

Physical Characteristics of the Job:

Heavy work, exerting 50 to 100 pounds occasionally, 25 to 50 pounds frequently, and 10 to 20 pounds constantly.

Must be able to lift and move items up to 150 pounds with assistance; remove/replace manhole covers weighing up to 80 pounds; climb into and out of 24-inch openings and equipment cabs; and use tools weighing 30 pounds or more.

Vision Requirements:

Frequent near and far visual acuity, depth perception, color vision, and field of vision required to safely perform job duties and operate equipment; corrective lenses permitted.

Environmental Characteristics:

Work is primarily outdoors with seasonal exposure to cold, heat, wind, rain, and snow. Work may involve confined spaces, poor lighting, noise, vibration, wetness/humidity, fumes, dust, uneven ground, and mechanical or traffic hazards. Some assignments may involve unpleasant social situations, high work pace, and irregular hours.

Equipment Essential to the Job:

- Vehicles and heavy equipment including dump trucks, loaders, backhoes, graders, skid loaders, tractors, and aerial lifts.
- Specialized equipment such as snow and ice control equipment, combination jet/vacuum trucks, street sweepers, CCTV sewer inspection units, pavement marking and joint sealing trailers, excavators, pothole patching trailers, tractors with batwing mowers, and GPS units.
- Power and hand tools including grinders, drills, saws, compressors, pumps, and wrenches.
- Measurement and diagnostic tools such as tape measures, levels, and pressure gauges.
- Safety equipment and clothing including gloves, goggles, gas monitors, rain gear, and ear protection.
- Personal computers, telephones, and other office or field communication equipment.

The City of Clive retains the authority to change the job duties included in this job description at anytime. 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: Pete De Kock, Assistant City Manager

DATE: March 12, 2026

RE: Resolution Expressing Support for Spinco (Corteva's Seed Business) and Its Global Headquarters in Johnston, Iowa

SYNOPSIS:

The City of Johnston, Greater Des Moines Partnership, and state economic development partners have asked the Council to consider a resolution supporting efforts to keep Spinco's new corporate headquarters in Johnston, Iowa. Staff recommends approval.

Attachments:

1. Resolution Expressing Support for Spinco and Its Global Headquarters in Johnston Iowa
3.12.26

RESOLUTION EXPRESSING SUPPORT FOR SPINCO (CORTEVA'S SEED BUSINESS)
AND ITS GLOBAL HEADQUARTERS IN JOHNSTON, IOWA

WHEREAS, Corteva Agriscience, a global leader in agriculture innovation, crop protection, and seed technology, with a major business unit and research campus in Johnston, Iowa, is splitting its chemical and seed business, with its new seed company now referred to as SpinCo; and

WHEREAS, Corteva's presence in Central Iowa contributes significantly to the regional economy through high-quality employment opportunities, research and development investment, capital improvements, and community engagement; and

WHEREAS, Corteva employs thousands of Iowans in high-skilled fields, including science, technology, research, business operations, and advanced agriculture, creating economic stability and opportunity for families throughout the region; and

WHEREAS, the economic impact of Corteva extends beyond municipal boundaries, benefiting communities across Central Iowa, including residents of Clive, through workforce participation, regional partnerships, supplier relationships, and community philanthropy; and

WHEREAS, Corteva's continued investment in innovation and agricultural advancement strengthens Iowa's reputation as a global leader in agricultural science and biotechnology; and

WHEREAS, expanding existing operations and relocating SpinCo's global corporate headquarters to Johnston, Iowa, enhances the state's competitiveness, fosters innovation ecosystems, and promotes long-term economic growth throughout the region.

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

1. The City Council formally expresses its strong support for Corteva and SpinCo and its continued presence and growth in Central Iowa.
2. The City of Clive recognizes the substantial regional economic, workforce, and community benefits generated by Corteva and strongly supports Corteva relocating SpinCo's global seed headquarters to Johnston, Iowa.
3. The City Clerk is directed to transmit a copy of this Resolution to the leadership of Corteva Agriscience and appropriate local, regional, and state economic development partners.

PASSED AND APPROVED this 12th day of March, 2026.

By: _____
John D. Edwards, Mayor

ATTEST:

Matthew Graham, City Clerk



Memo

TO: Mayor and Council members

FROM: Pete De Kock, Assistant City Manager

DATE: March 12, 2026

RE: Resolution Approving Agreement for Axios HQ Premier Software Subscription - Axios HQ - \$11,000 year one, \$11,550 year two

SYNOPSIS:

During the budget discussions at the February City Council meetings, staff presented the Axios HQ platform as the preferred option for powering Clive's various electronic newsletters. The Council was supportive of this change. Staff will begin implementing the tool this spring, ahead of the deployment of the Community Connect payment platform and the retirement of Express Bill Pay. Staff recommends approval of the attached agreement.

Attachments:

1. Resolution Approving Agreement for Axios HQ Premier Software Subscription - Axios HQ -- \$11,000 in year one and \$11,550 in year two
2. City of Clive, Iowa - Axios HQ LOA - February 2026
3. Axios HQ MSA (February 2025)

RESOLUTION NO. _____

RESOLUTION APPROVING AGREEMENT FOR AXIOS HQ PREMIER SOFTWARE
SUBSCRIPTION

WHEREAS, the City of Clive wants to robustly engage residents and businesses through excellent email communications, and

WHEREAS, the City's current system for electronically delivering the monthly Clive utility newsletter is changing, and

WHEREAS, there is an opportunity to leverage new technologies to efficiently create and effectively deliver content across all of the City's e-newsletters

WHEREAS, the Axios HQ product includes multiple best practices for email storytelling,

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

1. The City Council approves this agreement for the Axios HQ Premier Software Subscription, with a year one cost of \$11,000, and a year two cost of \$11,550.

PASSED AND APPROVED this 12th day of March, 2026.

By: _____
John D. Edwards, Mayor

ATTEST:

Matthew Graham, City Clerk



Letter of Agreement
Prepared for City of Clive, Iowa

February 9, 2026

Pete,

Thank you for taking the time to evaluate working with Axios HQ®. We are excited to help transform the City of Clive’s communications with the power of Smart Brevity™. We are submitting this document to you for signature to indicate your agreement to the terms outlined below.

This Letter of Agreement (“LOA”) is a binding legal contract between Axios HQ Inc. (“Axios HQ” or “Supplier”) and City of Clive, Iowa (the “Customer”).

I. Scope of Services

• **SaaS Subscription:**

Customer will have access to the web-based Axios HQ platform to plan, write, edit, collaborate on, send and measure communications. The Initial 2-year Subscription Term will begin on 3/1/26 and run through 2/29/28.

II. Pricing

Axios HQ is pleased to provide the following pricing to City of Clive, Iowa

Subscription or Service	Start Date	End Date	Pricing
Axios HQ Premier Software Subscription**	3/1/2026	2/28/2027	\$11,000
Axios HQ Premier Software Subscription**	3/1/2027	2/29/2028	\$11,550

- Software Subscription Includes 1M Messages Per Annum (i.e. individual deliveries of emails through the Software’s email sending function)

Axios HQ is pleased to provide annual invoicing. Invoice will be issued at the start of each annual term and payment is due within 30 days.

III. Terms and Conditions

Axios HQ will provide Customer the services identified in this LOA under the terms herein and subject to the Axios HQ Master Services Agreement (“MSA”) available at <https://editor.axioshq.com/terms> and incorporated herein by reference, subject to the following mutually agreed amendments:

In the event of a conflict between the terms of this LOA and the T&Cs, the terms of this LOA will control solely regards to the Subscription and/or Services outlined herein.

IV. Acceptance

To preserve the pricing outlined herein, please return a signed copy of this LOA **no later than 2/28/2026 to John Kelly at john.kelly@axioshq.com.**

Accepted and agreed to as of the date of last signature by the authorized representative of each party:

Axios HQ Inc.:

City of Clive, Iowa:

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Billing Contact, if different from above:

Name: _____

Email: _____

AXIOS HQ MASTER SERVICES AGREEMENT

This Master Services Agreement (“**MSA**”) governs any Order for Services provided by Axios HQ Inc. (“**Supplier**”) to the Customer identified in the Order. Supplier and Customer may hereafter be referred to each as a “party” and collectively as the “parties”. This MSA includes the Service-Specific Terms applicable to Supplier’s Software and Consultative Professional Services and Supplier’s Data Processing Addendum, each of which are hereby incorporated by reference. This MSA (including all exhibits, addendums and annexes attached hereto or incorporated by reference) and all Orders hereunder are collectively referred to as the “**Agreement**.”

DEFINITIONS

“**Affiliate**” means any present or future entity controlling, controlled by, or under common control with, a party to the Agreement, where “control” means ownership of or the right to control greater than 50% of the voting securities of such entity.

“**Consultative Professional Services**” means the curriculum-style Smart Brevity® writing courses, editorial consulting services, and other similar services purchased under an Order.

“**Confidential Information**” has the meaning set forth in Section 5 below.

“**Customer**” means the organization identified as the “Customer” in the Order that will use the Services for its business purposes.

“**Customer Data**” means all Customer text content, image content, data files, and other data and materials which are created, developed, shared, stored, or processed by or on behalf of Customer in connection with the Agreement. Customer Data includes any Customer Personal Data processed by Supplier.

“**Data Processing Addendum**” or “**DPA**” means the addendum to this MSA which governs the processing of Personal Data pursuant to the Agreement.

“**Order**” means the document(s) by which Customer commits to purchase either Consultative Professional Services or a subscription to the Software. An Order may take the form of a letter of agreement, statement of work, order form, quotation, or other contractual instrument for purchase, provided it is fully executed by the parties.

“**Personal Data**” has the meaning set forth in the DPA.

“**Services**” means Software and Consultative Professional Services.

“**Service-Specific Terms**” means the additional terms and conditions specific to the Software and Consultative Professional Services and attached to this MSA as Exhibit 1 and Exhibit 2 (respectively), each as applicable to the Customer’s Order.

“**Software**” means the Axios HQ Software as a Service (SaaS) platform for the creation and distribution of email newsletters and other communications (such as memoranda, presentations, and reports), including all underlying software code, processes, algorithms, APIs, user interfaces, know-how, techniques, designs, text, data, video, photos, audio, writing tips, images, and other tangible or intangible materials, information and intellectual property embodied therein.

1. SUPPLIER RESPONSIBILITIES

- 1.1. Provision of Services. Supplier shall provide all Services in accordance with the Agreement using a reasonable degree of skill and care based on prevailing industry standards. Additional Supplier responsibilities and obligations specific to the Services are located in the applicable Service-Specific Terms.
- 1.2. Compliance with Applicable Laws. Supplier shall comply with all applicable laws, rules, and regulations related to its performance of the Services for Customer (“Applicable Laws”), including Applicable Laws pertaining to the processing and protection of Personal Data.

- 1.3. Insurance Requirements. Throughout the Term, Supplier shall maintain the following insurance coverage through a reputable insurance provider carrying a financial strength rating of not less than “A-” and in a financial size category of Class VIII or better (each as rated in the most current Best’s Insurance Reports): (i) Workers Compensation and Employer’s Liability Insurance; (ii) Commercial General Liability Insurance, (ii) Cyber Insurance (to include Technology Errors and Omissions, Regulatory Defense, Network and Information Security, Breach Response, and Media Liability) and (iv) Umbrella insurance. Each policy outlined above shall contain limits no less than \$1 million per occurrence and \$2 million in the aggregate (except for Workers Compensation, limits for which shall not be less than the statutory minimum). For the avoidance of doubt, Supplier’s insurance limits shall not limit or qualify Supplier’s liability as otherwise provided under the Agreement.
- 1.4. Information Security. Supplier shall process all Customer Data in data centers located in the United States. Supplier warrants that it has implemented reasonable, industry standard technical and organizational security measures (“**Security Controls**”) designed to protect Customer Data from unauthorized access, use, disclosure, loss or destruction, and that it will maintain its Security Controls throughout the Term and thereafter for as long as Supplier retains possession of any Customer Data. Supplier’s Security Controls shall be consistent with industry standard practices in light of the scope and nature of the data and information processed and will include, at minimum: (a) encryption of Customer Data in transit and at rest; (b) least-privileged access policies, and (c) industry-standard efforts to prevent, detect and remove any unauthorized or malicious code or other security threats that could impact the security or integrity Customer Data. Supplier warrants that any sub-processor it engages to process Customer Data is contractually committed to implement and maintain Security Controls no less stringent than those described herein. Additional obligations apply to Customer Personal Data as provided in Section 1.6 below.
- 1.5. Security Incident Response. If Supplier determines, with a reasonable degree of certainty, that its Security Controls (or the Security Controls of a sub-processor processing Customer Data) have been compromised resulting in the improper or authorized access, use, or disclosure of Customer Data (a “**Security Incident**”), Supplier will notify Customer in writing by email as soon as practicable and without any undue delay. Such notice will include any information related to the Security Incident that is reasonably necessary for Customer to understand and mitigate its risks from the Security Incident. Supplier shall also, at its own expense, promptly investigate any Security Incident and take (or cause its sub-processors to take) all practicable steps to address the causes thereof, as well as any other identified shortcomings in its Security Controls that present a threat of a Security Incident. Additional obligations apply to a Security Incident impacting Customer Personal Data as provided in Section 1.6 below.
- 1.6. Processing of Personal Data. Without limiting the generality of Sections 1.4 and 1.5 above, all Personal Data of Customer processed under the Agreement will be subject to Supplier’s Data Processing Addendum (“**DPA**”) available at <https://editor.axioshq.com/DPA> (or such other web domain as may be specified by Supplier from time to time). In the event of a conflict between the terms of this MSA and the terms of the DPA, the DPA will control with regards to the processing of Personal Data.

2. CUSTOMER RESPONSIBILITIES

- 2.1. Compliance with SSTs. Customer shall comply with all Service-Specific Terms applicable to the Services it receives under the Agreement.
- 2.2. Compliance with Laws and Self-Regulatory Guidelines. Customer shall comply with all Applicable Laws in connection with its use of the Services. This may include marketing communications laws such as the CAN-SPAM Act, Section 5(a) of the Federal Trade Commission (FTC) Act, state-level unfair and deceptive acts and practices laws, as well as laws related to the processing and protection of Personal Data. In addition, Customer is solely responsible for its compliance with any industry self-regulatory standards to which it has committed itself.
- 2.3. Customer Data. Customer is solely responsible for (i) determining what Customer Data it uses, supplies or creates in connection with the Agreement, and (ii) ensuring the accuracy, quality, legality, and appropriateness of all such Customer Data. In respect of any Customer Personal Data, the foregoing includes Customer’s responsibility for ensuring it has an appropriate legal basis for processing by Customer and any consents or permissions required for Supplier to process such Personal Data as a subprocessor or service provider in accordance with this Agreement and the DPA . Except as expressly provided in the Agreement, Supplier disclaims all responsibility and liability for the Customer Data. Customer shall ensure that it has all rights, title, licenses, consents, and permissions in and to the

Customer Data and that the Customer Data does not (a) infringe upon any third party's intellectual property, publicity, or privacy rights; (b) violate Applicable Laws; or (c) violate any contractual obligation to which Customer is bound, including obligations of confidentiality to a third party. Customer shall further ensure that Customer Data does not contain material that is obscene, inappropriate, offensive, harmful, libelous or defamatory, or which encourages or incites violence, illegal activity, discrimination, or hate, and does not knowingly contain malicious code such as viruses, worms, timebombs, malware, and spyware.

- 2.4. **No Misrepresentation.** Customer shall not use the Services to misrepresent itself, commit fraud, impersonate Supplier or any third party, or claim any false endorsement by or association with Supplier, its Affiliates or any third party. . If the Customer uses the Services to create and distribute content or other Customer Data related to any regulated industry or topic (such as medical, legal, tax, or financial advice, or the sale or distribution of regulated products and services), Customer is solely responsible for obtaining and maintaining all licenses, certifications, credentialing, expertise, and permits required to provide of such advice, products and/or services.

3. DATA OWNERSHIP AND INTELLECTUAL PROPERTY

- 3.1. **Supplier Intellectual Property.** Except as expressly provided in the Agreement, Supplier and its licensors retain all rights, titles, and interest in and to the Software, Documentation (defined in Exhibit 1), Consultative Professional Services, and all materials embodied in or incorporated in the foregoing (including images, text, software, code, scripts, graphics, photos, sounds, music, video files, interactive features, logos and trademarks, and other materials, but excluding Customer Data), as well as any derivatives, translations, reformulations or developments derived therefrom (collectively, "**Supplier Intellectual Property**"). Customer receives only a limited license to access and use Supplier Intellectual Property in connection with its use of the Services in accordance with the requirements and restrictions of the Agreement.
- 3.2. **Customer Data.** Customer and its licensors retain all rights, titles, and interest in and to the Customer Data and all associated intellectual property rights therein. Supplier receives only a limited license to access, use, and process the Customer Data in accordance with the requirements and restrictions of the Agreement.
- 3.3. **Services-Specific Terms.** The Service-Specific Terms attached hereto as Exhibit 1 and Exhibit 2 clarify the scope of the licenses granted by the parties in connection with the Software and Consultative Professional Services (respectively). Such terms will apply and control to the extent of any conflict with this MSA.

4. TERM AND TERMINATION

- 4.1. **Term of Agreement.** The Agreement is effective as of the date of last signature on the Order between Customer and Supplier (the "**Effective Date**"). Unless terminated in accordance with this Section 4 or extended by the parties under a written amendment, the Agreement will continue until the termination or expiration of the last Order hereunder.
- 4.2. **Termination for Cause.** Either party terminate Agreement and/or any Order under the Agreement "for Cause" upon written notice: (a) if the other party has breached the Agreement and has not cured the breach (if curable) within thirty (30) days of receiving written notice thereof from the non-breaching party; (b) immediately in the event of the filing of a petition for bankruptcy or reorganization by or against the other party or the dissolution or liquidation of the other party; or (c) immediately in the event of an Incurable Breach by the other party. An "Incurable Breach" has occurred if: (i) a party breaches the same provision of the Agreement more than once after having previously cured such breach; (ii) the party in breach has already breached and cured under the Agreement twice; or (iii) a party willfully breaches its confidentiality obligations under Section 6 below. Additional Incurable Breaches are specified in the Software's Service-Specific Terms (to the extent applicable). If the Agreement is terminated by Customer for Cause, Customer shall be entitled to a pro-rated refund of fees paid in advance for any Services undelivered. If the Agreement is terminated by Supplier for Cause, Customer shall remain responsible for all fees under each outstanding Order and will not be entitled to any refunds of fees paid in advance. Such termination rights are in addition to any other rights and remedies available to it under the Agreement or at law.
- 4.3. **Termination for Convenience.** Either party may terminate the Agreement "for Convenience" at any time and for any reason without penalty upon ten (10) days' written notice provided that no Orders are then outstanding. Orders "outstanding" includes both Orders currently under performance and fully executed Orders scheduled for future

performance. Each Order may be terminated for convenience, in whole or in part, only if and as expressly provided in the Service-Specific Terms applicable to the Services purchased under such Order. This Agreement cannot be terminated for convenience while any Order is outstanding. **This provision forms an integral part of the Agreement and is not subject to negotiation.**

4.4. **Effect of Termination.** Upon expiration or termination of the Agreement or an Order for any reason, all corresponding rights, obligations, and licenses of the parties shall expire; provided that any rights, licenses, liabilities or obligations which expressly or by their nature are intended to survive termination or expiration shall so survive (including each party's outstanding payment obligations, each party's intellectual property rights, the parties' indemnification obligations, the limitations of liability, and the general terms). At any time within the thirty (30) day period following termination or expiration of the Agreement or Order, Customer may request (and Supplier shall promptly provide) a copy of all Customer Data in Supplier's possession. **Except as expressly provided in the Agreement or required by law, all Customer Data will be permanently deleted thirty (30) days after termination or expiration of the Order associated with such Customer Data.**

5. FEES; PAYMENT TERMS; TAXES

5.1. **Fees.** Customers shall pay Supplier the fees for the Services set forth in the Order. Unless otherwise specified in the Order, all fees will be invoiced in full upon Customer's execution of the Order. All invoices will be in US dollars and must be paid in US dollars.

5.2. **Payment Terms.** Unless otherwise stated in the Order, all invoiced amounts not disputed in good faith are due and payable by Customer within thirty (30) days of invoice receipt by Customer. Upon request by Customer, Supplier shall provide any information and/or documentation reasonably required by Customer's finance and operations teams to create a vendor profile in Customer's procurement system and shall submit its invoices through such system. Customer must notify Supplier in writing of any disputed invoice within thirty (30) days of its receipt, such notice to specify the reason for dispute. If such a notice of dispute is not received by Supplier within the thirty (30) day window, the invoice will be deemed correct and properly submitted. Late payments on undisputed amounts will be subject to a service charge equal to the lesser of 1.5% per month or the maximum amount allowed by law. Supplier reserves the right to suspend performance of Services upon written notice if any invoice is more than forty-five (45) days past due. Failure to pay an outstanding invoice more than sixty (60) days after receipt of a past-due notice from Supplier is grounds for immediate termination of the Agreement by Supplier. Supplier may then, without limiting any other rights or remedies available under law or equity, initiate legal action against Customer or engage a collections agency to collect the amounts owed under the Agreement.

5.3. **Taxes.** Fees are exclusive of taxes (including withholding taxes, sales taxes, and value added taxes), fees, duties, or governmental charges imposed by any taxing jurisdiction ("**Taxes**"). All Taxes, other than taxes on Supplier's net income and property, are the sole responsibility of Customer. If any Taxes must be deducted from any amounts payable or paid by Customer, Customer shall pay such additional amounts necessary to ensure that Supplier receives a net amount equal to the full fee(s) specified in the Order.

6. CONFIDENTIALITY

6.1. **Confidential Information.** By virtue of the Agreement, each party may receive, orally or in writing, certain proprietary or non-public information regarding the other party or its business which derives value from not being generally known and which the receiving party knows (or reasonably should know based on the contents and circumstances of the disclosure) was disclosed under an expectation of confidentiality ("**Confidential Information**"). Confidential Information of Customer includes Customer Data . Confidential Information of Supplier includes any non-public or proprietary materials, methods, know-how, and other information embodied in the Services. The terms of the Agreement, including fees in the Order, will be considered Confidential Information of both parties. Confidential Information does not include any information that: (i) was in the receiving party's possession on a non-confidential basis prior to disclosure by the disclosing party; (ii) was or became publicly known without breach of the Agreement by the receiving party; (iii) was disclosed to the receiving party from a third party without an obligation of confidentiality to the Disclosing Party; or (iv) was independently developed by the receiving party without the use of the Confidential Information. For the avoidance of doubt, the foregoing exclusions do not limit Supplier's obligations to maintain the confidentiality of Customer Personal Data as set forth in the DPA.

- 6.2. Confidentiality Obligations. Each party shall: (1) protect the Confidential Information of the other party using the same degree of care that it uses to protect its own confidential information of like kind, provided that in no event will it use less than a reasonable standard of care (which, in the case of Supplier, includes the security commitments of the Agreement); (2) not use or disclose the other party's Confidential Information except as permitted by the Agreement; and (3) promptly notify the other party upon becoming aware of any unauthorized access, use or disclosure of the other party's Confidential Information.
- 6.3. Permitted Disclosures. A party may disclose the other party's Confidential Information to its and its Affiliates, directors, officers, employees, agents, subcontractors, subprocessors, and advisors ("**Recipients**") solely to the extent necessary to perform its obligations or enforce its rights under the Agreement, provided that the Recipients are bound by obligations of confidentiality not less restrictive than those found in this Agreement, and further provided that each party shall be responsible and liable for its Recipients breach of this Section 6 as it would for its own breach. A party may disclose the other party's Confidential information if required by law, a regulatory authority, or a court of competent jurisdiction (a "**Compelled Disclosure**"); provided that the receiving party (i) promptly notifies the disclosing party of the Compelled Disclosure request (where permitted by law) so that the disclosing party can seek a protective order or other protections; (ii) discloses only such Confidential Information as its attorneys advise is required by the Compelled Disclosure; and (iii) undertakes reasonable efforts to obtain confidential treatment for any Confidential Information so disclosed. Finally, a party may disclose the other party's Confidential Information if expressly permitted in writing by the other party.
- 6.4. Legal and Regulatory Exceptions. If Customer is a government-funded institution, nothing in this Section 6 shall be interpreted as preventing Customer from complying with its disclosure obligation under the Freedom of Information Act or other similar public records laws applicable to the Customer. Similarly, if Customer is subject to sector-specific regulatory requirements for reporting to a governmental agency, nothing in this Section 6 shall be interpreted as preventing a Customer from complying with such reporting obligations. Disclosures made by Customer under these exceptions are not subject to the prior notice requirements for Compelled Disclosure above.
- 6.5. Effect of Termination. Upon termination of the Agreement for any reason, each party shall destroy (or, upon written request of the other party, return) all the other party's Confidential Information within thirty (30) days. The foregoing shall not require a party to delete any Confidential Information which it is required to maintain under Applicable Law, nor to manually delete automatically generated archival backups that are not generally available to its personnel and that will otherwise be deleted in accordance with reasonable, standard data retention practices. All confidentiality obligations of this Section 6 will continue to apply to any Confidential Information permissibly retained by a party hereunder.
- 6.6. Superseding Terms. If the parties entered into a non-disclosure agreement prior to the Agreement's Effective Date (an "**NDA**") such NDA will continue to apply and control solely with regards to information exchanged prior to or outside the scope of the Agreement. The provisions of this Section 6 will supersede the NDA and exclusively with regards to the Confidential Information exchanged under the Agreement, including Customer Data.

7. WARRANTIES & DISCLAIMERS

- 7.1. General Warranties. Each party warrants that it is duly organized, validly existing, and in good standing, and that it has all rights and licenses necessary to perform its obligations under the Agreement.
- 7.2. Additional Warranties. Each party's warranties specific to the Software and Consultative Professional Services are located in the applicable Service-Specific Terms.
- 7.3. Disclaimers. EXCEPT AS EXPRESSLY PROVIDED IN THE AGREEMENT, THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITH ALL FAULTS, WHETHER OR NOT IMMEDIATELY APPARENT. TO THE FULLEST EXTENT PERMITTED BY LAW, AND EXCEPT AS EXPRESSLY PROVIDED IN THE AGREEMENT, SUPPLIER HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, RELATING TO THE SERVICES, INCLUDING WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE, AND WARRANTIES IMPLIED BY USAGE OF TRADE OR CUSTOM OF DEALING.

8. INDEMNIFICATION; LIMITATION OF LIABILITY

- 8.1. Indemnification By Supplier. Supplier shall indemnify, defend and hold harmless Customer and its Affiliates, officers, employees, agents, and partners (collectively Customer's "**Indemnified Parties**") from and against any liabilities, judgments, damages, losses, fees, fines, and costs (including court costs and reasonable attorneys' fees) arising in connection with any claim, demand, suit, or action brought by a third party ("**Claim**") against the Customer Indemnified Parties to the extent alleging that: (1) the Services provided hereunder infringe on a third party's United States patent, copyright, trademark, or trade secret; or (2) Supplier has violated Applicable Law or the DPA. Supplier's indemnification obligations will not apply to the extent the Claim arises from Customer's: (a) alteration or modification of the Services or associated Supplier Intellectual Property (except as expressly authorized by Supplier in writing); (b) use of the Services or associated Supplier Intellectual Property in combination with other non-Supplier materials, products, services, hardware, software or processes (except as permitted by Supplier in writing, including under the Agreement) where such Claim would not have arisen but for the Customer's use of the non-Supplier materials, products, services, hardware, software or processes; (c) use of the Services or associated Supplier Intellectual Property in violation of the Agreement; or (d) willful misconduct or gross negligence in connection with the Agreement.
- 8.2. Indemnification By Customer. Customer shall indemnify, defend and hold harmless Supplier's Indemnified Parties from and against any and all Claims to the extent arising in connection with any allegation that: (1) the Customer Data when used by Supplier in accordance with the Agreement, (2) Customer's violation of Applicable Law in connection with the Agreement, or (3) Customer's use of the Services in violation of the terms of the Agreement. Customer's indemnification obligations will not apply to the extent the Claim results from Supplier's gross negligence, willful misconduct, or material breach of its obligations under the Agreement. CUSTOMER INDEMNITY OBLIGATIONS DO NOT APPLY TO GOVERNMENT-FUNDED ENTITIES TO THE EXTENT SUCH INDEMNITY IS PROHIBITED UNDER APPLICABLE STATE OR LOCAL LAW.
- 8.3. Indemnification Process. An Indemnified Party must provide the party from whom indemnification is sought (the "**Indemnifying Party**") with: (a) prompt notice of any Claim (provided that a delay in giving notice shall not relieve the Indemnifying Party of its obligations under this Section 8 except to the extent it is materially prejudiced by such delay); (b) control over the defense of the Claim, provided that the Indemnified Party reserves the right to participate in the defense with counsel of its choosing at its own expense; and (c) reasonable assistance and cooperation in the defense of the claim (at the Indemnifying Party's expense). The Indemnifying Party shall have exclusive control of the settlement of the Claim, provided that the Indemnifying Party may not settle a Claim without the prior written consent of the Indemnified Party (not to be unreasonably withheld or delayed) unless such settlement: (i) involves only the payment of monetary damages by the Indemnifying Party; and (ii) includes a full release of responsibility and liability for the Indemnified Party.
- 8.4. Limitations of Liability. EXCEPT FOR CLAIMS FOR INDEMNIFICATION AND THE EXCLUDED CLAIMS DEFINED IN SECTION 8.5 BELOW, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY BASED ON ANY THEORY OF LAW, EQUITY, TORT, CONTRACT OR OTHERWISE, FOR: (A) SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF PROFITS, LOSS OF REVENUE, LOSS OF USE, LOSS OF DATA, SERVICE ERROR OR INTERRUPTION, INACCURACY OR CORRUPTION OF DATA, OR COSTS OF COVER, IN CONNECTION WITH THE AGREEMENT, EVEN IF SUCH PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGE; OR (B) DAMAGES EXCEEDING THE TOTAL AMOUNT OF THE FEES PAYABLE TO SUPPLIER UNDER THE ORDER GIVING RISE TO THE CLAIM IN THE PRECEDING 12 MONTHS (THE "**GENERAL CAP**").
- 8.5. Excluded Claims and Supercap. THE LIMITATIONS OF LIABILITY IN 8.4 ABOVE WILL NOT APPLY TO THE EXTENT PROHIBITED UNDER APPLICABLE LAW, NOR TO DAMAGES ARISING FROM A PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT IN CONNECTION WITH THE AGREEMENT ("**EXCLUDED CLAIMS**"). SUPPLIER'S MAXIMUM AGGREGATE LIABILITY FOR INDEMNIFICATION CLAIMS SHALL NOT EXCEED THREE (3) TIMES THE FEES PAYABLE UNDER THE ORDER GIVING RISE TO THE CLAIM (THE "**SUPERCAP**").
- 8.6. Production Demands. The parties may, from time to time, sue third parties, be sued by third parties, have grounds to believe that one or more lawsuits will be filed for or against them, or be the subject of governmental or similar investigations and requests or demands for information (each a "Matter"). If a party is involved in a Matter as a plaintiff, defendant or other named party (in such capacity, the "Matter Participant") and the other party is requested or required by the Matter Participant or a third party to provide testimony, deposition, or other evidence (to include paper and or digital copies of any information) related to the Agreement or the Services provided hereunder (a "Production Demand"),

the other party agrees to reasonably cooperate with the Matter Participant in fulfilling such Production Demand. The Matter Participant shall reimburse the other party for any reasonable expenses and costs incurred by the other party in fulfilling such Production Demand, including without limitation, the cost of the time spent by the other party's personnel in responding to the request (at a reasonable hourly rate as agreed to by the parties in writing), reasonable legal fees, actual travel expenses, and costs and expenses for any third-party forensic services. The foregoing reimbursement obligations will not apply to the extent the other party is also a named party to the Matter and the Production Demand is relevant to such other party's participation in the Matter. A party's reimbursement obligations for a Production Demand do not apply to the General Cap.

9. GENERAL TERMS

- 9.1. Interpretation. Throughout the Agreement, unless expressly stated or context requires otherwise: (a) the terms "including" and "includes" mean "including (or includes) without limitation"; (b) the phrases "such as" and "for example" are followed by non-inclusive lists and shall be read as "such as [(or for example)], but not limited to"; (c) the term "herein" refers to the Agreement as a whole and not a specific section or provision; and (d) terms appearing in the singular include the plural, and terms appearing in the plural include the singular. The section headings and subheadings used herein are intended solely for convenience of reference and are not to be used in the interpretation of the Agreement.
- 9.2. Notices. All notices to Customer shall be addressed to Customer's point of contact as set forth in the Order and may be sent by email. Notices to Supplier must be sent to Axios HQ Inc., Attn: Legal Department, 3100 Clarendon Blvd. Suite #1300, Arlington, VA 22201 with a copy to legal@axioshq.com. The parties may designate other addresses for notice from time to time by written notice to the other. All notices under the Agreement shall be in writing and will be deemed duly given: (i) when received, if personally delivered; (ii) the day after being sent, if sent for next day delivery by recognized overnight delivery service; (iii) three (3) days after being sent by certified or registered mail, return receipt requested; and (iv) upon receipt of a non-automated confirmation by the recipient, if sent by email (such confirmation not to be unreasonably withheld or delayed).
- 9.3. Assignment. Either party may assign the Agreement to an Affiliate or in connection with a merger, acquisition, spin off or sale of substantially all of the assets to which the Agreement pertains upon written notice, provided that prior written consent of the non-assigning party is required to assign the Agreement to a direct competitor of the non-assigning party. Except as permitted by the foregoing, neither party may assign the Agreement without the written consent of the other party (not to be unreasonably withheld, conditioned or delayed). All rights and liabilities of the parties hereto will bind and inure to the benefit of their respective successors and assigns.
- 9.4. Publicity. Supplier may reference Customer on Supplier's website and in Supplier promotional materials, and Customer consents to the limited use of Customer's trade name, trademark and logo ("**Marks**") for such purposes subject to any Customer brand guidelines made available to Supplier. Customer may revoke its consent to this use of its Marks at any time by providing written notice to Supplier (email to the Customer's designated account manager accepted). Upon receipt of such notice, Supplier will stop using the Customer's Marks on a going-forward basis and make commercially reasonable efforts to timely remove Customer's Marks from Supplier's already published materials (to the extent practicable).
- 9.5. Force Majeure. Neither party will be liable for any failure or delay in its performance under the Agreement resulting from causes beyond its reasonable control, including fire, epidemic, pandemic, flood, earthquake, riot, war, terrorism, labor issues, infrastructure failure, sabotage, acts of God, governmental, civil or military action, Internet service provider failure or delay, denial of service attack, or failures in any telecommunications, network or other service or equipment outside a party's direct control (a "**Force Majeure Event**"). The performance of a party affected by a Force Majeure Event shall be extended for the duration of the delay or failure, provided that the affected party must: (i) give the other party prompt written notice of the Force Majeure Event; and (ii) use reasonable efforts to mitigate or correct its failure or delay in performance. If a Force Majeure Event prevents a party's performance under the Agreement for more than forty-five (45) days, then either party may terminate the Agreement and Customer shall receive a prorated refund of fees paid in advance for Services not provided. For the avoidance of doubt, adverse financial conditions that make a party's performance of its obligations difficult are not considered a Force Majeure Event. Further, A Force Majeure Event impacting Customer will not limit Customer's payment obligations for Software access if the Software remains

generally accessible (by way of example, if the Customer's offices are destroyed in a fire but the Software is still available to Customer personnel working from home).

- 9.6. Independent Contractors. The parties to the Agreement are independent contractors, and nothing contained in the Agreement will be construed as creating a partnership, joint venture, co-ownership, or other joint undertaking.
- 9.7. No Third-Party Beneficiaries. There are no third-party beneficiaries under the Agreement except where expressly stated in the Order.
- 9.8. Subcontractors. Supplier may use the services of subcontractors and sub-processors and permit them to exercise the rights granted to Supplier in order to provide the Services under the Agreement, provided that Supplier remains responsible for the overall performance of the Agreement and for the compliance of any such subcontractor with the terms of the Agreement. The use of sub-processors to process Customer Personal Data is subject to the requirements of the DPA.
- 9.9. Governing Law and Jurisdiction. The Agreement shall be governed by the laws of the State of Virginia without regard to conflict of law principles. Any dispute arising out of the Agreement shall be brought before the federal or state courts of competent jurisdiction located in Alexandria, Virginia, and each party expressly consents to the personal jurisdiction of such courts and waives any objection to venue. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to the Agreement. Each party hereby irrevocably waives any and all rights to a trial by jury in any legal proceeding arising in connection with the Agreement. THE FOREGOING WAIVER OF RIGHTS TO A JURY TRIAL DOES NOT APPLY WHERE PROHIBITED BY ANY FEDERAL, STATE OR LOCAL LAW, RULE OR REGULATION APPLICABLE TO THE CUSTOMER.
- 9.10. Equitable Remedies. Either party may seek equitable relief from any court of competent jurisdiction (without the necessity of notice, negotiation, or posting of any bond) to restrain or prevent: (a) a breach or threatened breach of confidentiality; (b) an infringement of their intellectual property rights by the other party; or (c) a serious threat of injury to itself or a third party.
- 9.11. Dispute Resolution. Except as provided in Section 9.10 above, in the event of a dispute between the parties related to this Agreement, the parties agree to negotiate any dispute arising under the Agreement in good faith for at least thirty (30) days prior to filing a claim in court. Each party agrees to use commercially reasonable efforts to minimize any damages that may be incurred as a result of the other party's actual or alleged breach of the Agreement. The prevailing party in any action to enforce the Agreement will be entitled to recover its attorneys' fees and court costs in addition to any damages awarded. Except as otherwise expressly provided in the Agreement, each right and remedy in the Agreement is in addition to any other right or remedy, at law or in equity. Except with regards to claims for indemnification, intellectual property infringement, or breach of confidentiality, all claims under the Agreement must be brought within twenty-four (24) months of the occurrence or reasonable discovery of the events giving rise to the claim.
- 9.12. Waiver. The failure of either party to enforce its rights under the Agreement at any time or for any period will not be construed as a waiver of such rights, and the exercise of one right or remedy will not be deemed a waiver of any other right or remedy. Any waivers must be made in writing and signed by the party whose rights are being waived.
- 9.13. Severability. If any provision of the Agreement is held by a court of competent jurisdiction to be unenforceable, the unenforceable provision shall be modified to reflect its original intent and economic effect. If such modification is not possible, the provision will be struck. In either instance, the remainder of the Agreement shall remain unmodified and in full force and effect.
- 9.14. Entire Agreement. The Agreement constitutes the entire understanding between the parties related to the Services and supersedes all prior discussions, representations, understandings, and agreements between the parties with respect to the subject matter herein. In the event of a conflict between the terms of the MSA and the terms of an Order, the terms of the MSA shall prevail unless the Order specifically references the provision of the Agreement to be superseded, in which case the provision in the Order will be binding and the conflicting provision in the MSA will be deemed modified solely to the extent necessary to eliminate the conflict. ANY ADDITIONAL OR INCONSISTENT TERMS INCLUDED IN ANY PURCHASE ORDER DOCUMENT, CONFIRMATION FORM, OR SIMILAR DOCUMENT ISSUED BY CUSTOMER IN CONNECTION WITH ITS PROCUREMENT PROCESS SHALL HAVE NO EFFECT

UNDER THE AGREEMENT. Supplier reserves the right to change the terms of the Agreement from time to time by posting an updated version online and/or in the Software's interface. If the updates to the Agreement represent a material change to the parties' obligations or potential liabilities, Supplier will provide additional notice of the update to Customer via email or an alert within the Software interface. Changes to the Agreements take effect when posted. Continued use of the Software beyond thirty (30) days of a change becoming effective indicates Customer's acknowledgement of and agreement to be bound by such change. If Customer reasonably objects to any change to the Agreement terms, Customer must provide Supplier with written notice of such objection within thirty (30) days of the change becoming effective and must negotiate in good faith to modify the Agreement to address Customer's objection. If, following at least thirty (30) days of good faith negotiation, the parties cannot agree on modifications to the revised Agreement that addresses the Customer's objection, Supplier may, in its sole discretion, (a) agree to allow the previous version of the Agreement to continue to govern all Customer Orders then outstanding; or (b) terminate the Agreement and provide Customer with a pro-rata refund of any fees paid in advance for Services not provided. The foregoing represents the exclusive remedies available to Customer in connection with a change to this Agreement by Supplier in accordance with this Section 9.14. Except with regards to the foregoing, no modification, amendment, or waiver of any provision of the Agreement shall be effective unless in writing and signed by the parties.

[SERVICE-SPECIFIC TERMS EXHIBITS TO FOLLOW]

MSA Exhibit 1

Service-Specific Terms for the Axios HQ Software

These Service-Specific Terms for Axios HQ Software ("**Software Terms**") are incorporated into the MSA as if fully set forth therein. All capitalized terms used and not defined in the Software Terms have the meaning set forth in the MSA. These Software Terms apply and form a critical part of the Agreement whenever Customer accesses Supplier's Software. These Services Terms do not apply if the Customer is exclusively purchasing Consultative Professional Services.

Definitions

"**Account(s)**" means the Customer's registered account(s) for its use of the Software.

“**Authorized Users**” means all employees, agents, consultants, and contractors of Customer (and any Affiliates authorized to use the Software under the Order) who have access to the Software.

“**Communications**” means the Smart Brevity® enabled newsletter series and other communication series (such as memoranda, presentations, and reports series), and each individual item of content of such series that is created by or on behalf of Customer using the Software, whether or not ultimately distributed to Recipients. For the avoidance of doubt, Communications are considered a subset of Customer Data.

“**Deliver**” (and its derivatives like “Delivered”, “Delivering”, “Delivery” or “Deliveries”) means a unique attempt by Customer or any Customer Authorized User to deliver a Communication to a Recipient using the Software’s email send functionality (including bounces and re-sends, but excluding attempted or successful deliveries resulting from an error in the Software).

“**Documentation**” means any technical manuals, functional manuals, operator and user guides, training materials, instructions, and other documentation and written information regarding the Software made available by Supplier to Customer in any format or medium, as updated by Supplier from time-to-time.

“**Message**” means a Delivered Communication.

“**Recipients**” means the individuals to whom the Customer’s Communications are Delivered (whether or not using the Software’s email sending functionality).

“**Subscription Tier**” means the Software access package (based on features and Usage Limits) as set forth in the Order.

“**Usage Limits**” means the number of Messages and Communications available to Customer based on the Customer’s elected Subscription Tier and other Order details.

1. SOFTWARE ACCESS

1.1. Software License. Customer and its Authorized Users receive a limited license to access and use the Software on a subscription basis during the Subscription Term (defined below) for Customer’s legitimate business purposes in accordance with the Agreement (including any specifications or limitations included in the Order). Use of the Software by Customer’s Affiliates is not permitted unless expressly authorized in the Order or otherwise agreed by Supplier in a signed writing.

1.2. Subscription Tiers and Usage Limits. Each Subscription Tier includes a predefined selection of Software features, as well as fixed Usage Limits (i.e., the number of included Messages and Communication). Features are fixed by Subscription Tier and not available for purchase on an ad-hoc basis, but Usage Limits may be increased through the additional bundles of Messages or Communications (each such bundle, an “Add-On”) included in the Order or subsequently purchased by Customer.

1.3. Delivery of Software. Customer understands that the Software is a web-based SaaS platform hosted by Supplier or its service providers and that no physical or downloadable copies of the Software will be provided. The Software is considered delivered by Supplier and accepted by Customer when Customer is given access.

1.4. Account Creation. To use the Software, Customer’s Authorized Users must register and create Accounts. This includes an administrator account (“Admin Account”) with the ability to permission Authorized Users, monitor usage volume, and control access to certain features. Customer shall ensure that all information provided in connection with its Accounts will be accurate, complete, and current in all material respects. Authorized Users must not share Account login information with unauthorized third-parties; this includes sharing Account login information with other Customer personnel in an effort to circumvent any restrictions included in the Order. Customer and Authorized Users must use all reasonable efforts to keep their Account login information and passwords secure and promptly notify Supplier of any suspected unauthorized access or use of its Accounts. Customer is responsible and liable for all activity that takes place within its Accounts unless the activity was undertaken by an unauthorized third party who gained access solely as a result of Supplier’s acts or omissions.

1.5. Use on Behalf of Third Parties. Customer may not access or use the Software on behalf of a third party (e.g., as an agent providing services to its own clients) except with the prior written consent of the Supplier (including in the Order). Where Customer is permitted to use the Software on behalf of a third party, Customer warrants that it has all necessary rights and authority to access and use the Software on behalf of such third party and to bind the third party by any applicable terms of the Agreement.

1.6. Access Restrictions. Customer and its Authorized Users are not permitted to access the Software for the purpose of monitoring performance, functionality, or benchmarking with the intention to create a commercially available SaaS product for the creation of email newsletters or the provision writing and editing assistance. The foregoing does not limit the Customer's right to license, acquire or develop potentially competing products or services, provided that no Supplier Intellectual Property or Confidential Information is used in connection with such efforts. Direct competitors of Axios Media Inc. (i.e., news media outlets) are only permitted to use the Software for internal communications (i.e., communications to Customer's employees, contractors, board members, and other key stakeholders directly involved in its operations); using the Software to Deliver Communications to Customer's current, past, or prospective customers, subscribers, website visitors or readers is expressly prohibited.

2. TERM; TERMINATION; SUSPENSIONS

2.1. Subscription Term. The initial term of Customer's subscription to the Software (the "**Initial Subscription Term**") will be for one (1) year unless otherwise stated in the Order. If the Initial Subscription Term in the Order is for more than one (1) year, Customer acknowledges that the Initial Subscription Term encompasses the entire access period specified in the Order; there is no option to terminate or downgrade Subscription Tiers between years. Unless otherwise specified in the Order, Customer's subscription will automatically renew at the end of the Initial Subscription Term at the then-current Subscription Tier for successive one-year periods (each, a "**Renewal Subscription Term**") until a party provides the other written notice of non-renewal at least thirty (30) days prior to the next renewal date. Following timely receipt of notice of non-renewal, Customer's subscription will expire at the end of the then-current Initial Subscription Term or Renewal Subscription Term. The Initial Subscription Term and any Renewal Subscription Terms may be called the "**Subscription Term.**"

2.2. Renewals. Unless otherwise expressly provided in the Order, Supplier reserves the right at each Renewal Subscription Term to (a) revise the Software fees, and (b) modify the features and Usage Limits included in the applicable Subscription Tier; *provided that* Customer will receive at least forty-five (45) days' prior written notice (email accepted) of any planned increase in fees or any material modification to features or Usage Limits that will apply to Customer under its current Subscription Tier at renewal.

2.3. Termination for Convenience. Customer may terminate an Order for Software for Convenience at any time upon ten (10) days' written notice, provided that Customer will remain fully responsible for all Software fees specified in the Order and will not be entitled to any refund of Software fees paid in advance. **This is an essential component of Supplier's subscription-based SaaS model and is not subject to negotiation.**

2.4. Suspensions. In addition to any other remedy available to it under the Agreement, Supplier reserves the right to immediately suspend any or all Customer Accounts if Supplier reasonably believes that Customer or its Authorized Users have materially violated a provision of the Agreement, and such violation poses a significant risk of harm to Supplier or any third party (including Supplier's other customers). Supplier will notify Customer by email as soon as practicable of any suspension made under this provision and will promptly begin investigations into the matter. Where practicable, Supplier will limit the suspension(s) to only to those Accounts it reasonably suspects of engaging harmful violation of the Agreement. If, following investigation, Supplier determines that no violation has occurred, Supplier will immediately restore access to the Customer Accounts. If the suspension materially and adversely impacted Customer's use of the Software, Customer's sole remedy will be to extend the Subscription Term in proportion to the length of the suspension period.

3. FEES

3.1. Fee Structure. Fees for the Software will be set forth in the Order and are based on the Subscription Tier and Add-Ons selected by Customer. Unless otherwise specified in the Order, Supplier reserves the right to revise the Software fees at each Renewal Subscription Term in accordance with Section 2.2. above.

3.2. Upgrades and Downgrades. Customer may upgrade its Subscription Tier at any time during the Subscription Term by executing a change order amendment to its current Order (a “Change Order”). Any additional fees for the upgrade will be invoiced upon execution of the Change Order and are payable in accordance with the Agreement. Customer may downgrade its Subscription Tier at the end of its then-current Subscription Term by providing Supplier with written notice of the downgrade request at least thirty (30) days prior to the next Renewal Term.

3.3. Overages. Customer is responsible for monitoring its number of Communications and Messages, which can be tracked in the Settings area of its Admin Account under “Billing”. If Customer’s volume of Messages or Communications exceed its Usage Limits, Supplier may, upon prior written notice (by email or through the notice within the Software platform), suspend access to all Customer Accounts until a Changer Order is entered for an Add-On or an upgrade to a higher Subscription Tier.

4. RESTRICTIONS

4.1. List Hygiene and Send Thresholds. Customer is solely responsible for ensuring that: (i) the email addresses of its Recipients are valid and not part of any opt-out or suppression list; (ii) its list of Recipients does not include purchased or licensed email contacts (such as those supplied by a data broker); (iii) its Communications contain “opt out” or “unsubscribe” language and other disclosures required by applicable law; and (iv) Recipients who have opted out of or unsubscribed to a Communication are not included in future Deliveries for that Communication (collectively, the “**List Hygiene Requirements**”). Supplier expressly disclaims all liability for claims arising from Customer’s failure to comply with the List Hygiene Requirements. Customers using the Software to Deliver External Comms must keep their Delivery metrics within the following thresholds: (a) Bounces: $\leq 5\%$; (b) Unsubscribes: $\leq 1.4\%$; and (c) Spam Complaints: $\leq 0.08\%$ (the “**Send Thresholds**”). If Customer exceeds the Send Thresholds, this may trigger an automatic suspension of the Software’s email sending functionality by Supplier’s third-party message delivery service provider (which is not within the control of Supplier). Customer should promptly notify Supplier if Customer believes that the Software’s sending functionality has been suspended for its Accounts, and Supplier will use all reasonable efforts to restore the sending function as quickly as possible. Notwithstanding the foregoing, if Customer repeatedly violates the Send Thresholds, Supplier may deem this an Incurable Breach of the Agreement. The Send Thresholds do not apply if Customer does not use the Software to Deliver its Communications. If Customer instead downloads its Communications in HTML or another format and then distributes them via a third-party software or system (an “**Alternate Delivery Platform**”), Customer is solely responsible and liable for its compliance with the terms, conditions, and requirements of the Alternate Delivery Platform(s) it uses. In addition to the indemnification obligations set forth in the MSA, Customer agrees to indemnify Supplier and Supplier Indemnified Parties from any third-party claim brought in connection with Customer’s use of an Alternate Delivery Platform.

4.2. No High-Risk or Emergency Use Cases. THE SOFTWARE, INCLUDING ANY SMS FUNCTIONALITY, IS NOT INTENDED FOR USE IN EMERGENCY OR HIGH-RISK USE CASES. A “High-Risk Use Case” means any use scenario where a failure, delay, or error in the Software’s core functionality (including the creation and delivery of Communications) could result in a serious risk of harm to persons or property. This includes, but is not limited to, using the Software for communications related to medical emergencies, national emergencies, weather alerts, life support systems, or military applications. THE SOFTWARE IS ALSO NOT DESIGNED OR INTENDED TO BE USED AS A SUBSTITUTE FOR EMERGENCY COMMUNICATION SYSTEMS OR TO CONTACT EMERGENCY SERVICES. ANY USE OF THE SOFTWARE, INCLUDING ITS SMS FUNCTIONALITY, BY CUSTOMER OR AN AUTHORIZED USER IN ANY EMERGENCY OR HIGH-RISK USE CASE IS DONE AT CUSTOMER’S OWN RISK. SUPPLIER DISCLAIMS ALL LIABILITY FOR ANY USE OF THE SOFTWARE IN CONNECTION WITH HIGH-RISK OR EMERGENCY USE CASES.

4.3. Prohibited Data Categories. Customer must not provide, upload, import or otherwise use the Software to process any of the following categories of Personal Data: (i) Protected Health Information or “PHI” as defined under The Health Insurance Portability and Accountability Act of 1996 (HIPAA) or The Health Information Technology for Economic and Clinical Health Act of 2009 (HITECH); (ii) government identifiers such as social security numbers, passport numbers or driver’s license numbers; (iii) financial information such as credit card account information, financial account information, credit scores, etc.; or (iv) data of a known minor child as defined under the Children’s Online Privacy and Protection Act or analogous US state laws (collectively the “**Prohibited Data Categories**”). Other categories of Personal Data which are considered “sensitive” or “special” under applicable data privacy and protection laws (such as information about a person’s racial and ethnic origin, religious beliefs, political opinions, or health conditions) may be processed in Customer’s solely as a component of the Customer’s Communications, and only when (a) relevant to the subject matter of the Communication, and (b) Customer obtains valid legal consent from the individual whose Personal Data is used. For example, identifying a

consenting employees' race, ethnic identity, or sexual orientation in a Communication about the Customer's DEI initiatives with the consent of the employee would not be a violation of this provision. SUPPLIER DISCLAIMS ALL LIABILITY ASSOCIATED WITH THE CUSTOMER'S DECISION TO INCLUDE SENSITIVE OR SPECIAL PERSONAL DATA ABOUT ANY INDIVIDUAL IN ITS COMMUNICATIONS. Customer understands and accepts that the Software is not designed for the processing of Prohibited Data Categories, and **Supplier may treat Customer's use of the Software to process Prohibited Data Categories as an "Incurable Breach" of the MSA.** Without limiting its other remedies under the Agreement, Supplier reserves the right to immediately and permanently delete all Customer data which falls under the Prohibited Data Categories without prior notice to Customer, and such deletion by Supplier will not be considered a breach of any other requirement of the Agreement (including the DPA).

4.4. General Restrictions. Software must at all times be used as-provided and without alteration by Customer. Customer and its Authorized Users shall not (and shall not knowingly or with deliberate ignorance allow any third party to): (i) download or otherwise obtain a copy of the Software or any component of the Software's code; (ii) reverse engineer, reverse compile, disassemble, or otherwise derive the source code of, the Software; (iii) circumvent, disable or interfere with security-related features of the Software, or features that enforce limitations on use of the Software, or otherwise attempt to gain unauthorized access to the Software or its systems or networks; (iv) use the Software as a service bureau, sell, lease, license, sublicense, transfer (except for a permitted assignment described herein), or distribute the Software to third parties, in whole or in part; (v) provide access to the Software to anyone other than its Authorized Users; (vi) use the Software to post, send, Deliver, process or store material that is infringing, obscene, threatening, libelous, or otherwise unlawful or tortious, or material known or reasonably suspected to contain viruses, worms, Trojan horses or other harmful or malicious computer code, files, scripts, agents or programs; (vii) remove, alter or obscure any titles, product logo or brand name, trademarks, copyright notices, proprietary notices or other indications of intellectual property rights that may be found within or affixed to the Software or any content therein unless permitted under the Order based on the subscription level; (viii) deliberately interfere with or disrupt the integrity or performance of the Software or third-party data contained therein; or (ix) use the Software to process Prohibited Data Categories. **Supplier may treat any violation of these restrictions as an "Incurable Breach" under the MSA.**

5. SOFTWARE FEATURES

5.1. AI Features. The Software offers generative artificial intelligence features ("**AI Features**") to make creating engaging Smart Brevity® Communications faster and easier. AI Features extract information from the Communications directly or from Customer prompts and requests ("**Input**") and use it to assist in brainstorming, provide editing suggestions, create summaries, generate images, and otherwise enhance the Communication development process for users. The materials created by the AI Features, including text and images, are hereafter referred to as the "**Output**". Both Input and Output are considered Customer Data for the purposes of the Agreement. Supplier waives any rights it may have in the Input and Output except as it relates to the creation and use of Deidentified System Data (defined in Section 7.3 below). **Supplier does not use, and does not permit any third party to use, Customer Data to train generative AI large language or image models.** Further, Supplier warrants that any third-party service provider used by Supplier to enable the AI Features is contractually required to (i) treat such Customer Data as Confidential Information and protect it with reasonable security measures consistent with those required under this Agreement (ii) delete the Inputs and Outputs at reasonable and regular intervals (such as every 30 days); and (iii) comply with all Applicable Laws, including applicable data privacy and protection laws and regulations.

5.2. AI Output Disclaimers and Indemnification. Customer acknowledges and accepts that AI Output may not be fully accurate or eligible for copyright protection, and Customer and its Authorized Users are responsible for keeping a "human in the loop" and reviewing all Output for accuracy and appropriateness prior to use. SUPPLIER MAKES NO WARRANTIES WHATSOEVER AS TO THE AI OUTPUT CREATED FROM THE USE OF THE AI FEATURES, INCLUDING WARRANTIES OF ACCURACY OR NON-INFRINGEMENT. Supplier will indemnify, defend and hold harmless Customer and Customer Indemnified Parties in accordance with Section 8 of the MSA from and against Claims alleging that the Output generated through authorized use of the AI Features infringes upon a third party's rights of intellectual property, privacy or publicity ("**Output Claims**"). Such obligation will not apply to the extent the underlying allegation arises from: (i) the Customer's fraud, willful misconduct, violations of law, or breach of the Agreement; (ii) modifications made by Customer to the Software, AI Features or Outputs; (iii) Customer's combination of the Software, AI Features, or Outputs with technology or content not provided by Supplier; (iv) queries, prompts and other data provided by Customer which are themselves infringing; (vi) use of the Software, AI Features, or Outputs in a manner that Customer knows or reasonably should know violates or infringes

the rights of others; (vii) the practice of a patented invention contained in an Output; or (viii) an alleged violation of trademark based on use of an Output in trade or commerce.

5.3. Public Communication Sign-Up Features. THE USE OF THIS FEATURE IS ENTIRELY VOLUNTARY. IF CUSTOMER DOES NOT ELECT TO USE THE SIGN-UP PAGE FEATURE, THIS SECTION DOES NOT APPLY. Where specified in the Order or requested in writing by Customer, Supplier will create and host a public webpage where individuals can subscribe to become Recipients of Customer Communications (the “**Sign-Up Page Feature**”). If Customer elects to use the Sign-Up Page Feature, Customer acknowledges and accepts that the Sign-Up Page Feature is provided by Supplier on an “AS IS” and “AS AVAILABLE” basis without any warranties, indemnities, or support commitments of any kind. Any materials which Customer provides in connection with the Sign-Up Page Feature (such as logos or images) belong solely to Customer as Customer Data. Customer is solely responsible for providing legally compliant opt-in consent language to be used on the sign-up page, which must include a link to the Customer’s privacy policy, and for ensuring that Customer’s privacy policy is accurate, up-to-date, and legally compliant. Customer is also responsible for managing all Communication subscriber lists generated through the Sign-Up Page Feature in the same manner as its Recipient lists for other External Comms.

5.4. Integrations. The Software may be able to integrate with other third-party platforms or systems licensed by Customer, such as Customer’s Slack instance, Microsoft Teams instance, or HRIS software (each a “**Third-Party Tool**”) via an API, SDK, browser plugin, or other form of interface code (an “**Integration**”). If Customer elects to use an Integration, then Customer: (a) grants Supplier limited authorization to access the Third-Party Tool on Customer’s behalf solely to provide the services enabled by the Integration; and (b) represents and warrants that it has the authority to provide such access to Supplier and that doing so will not violate the Customer’s agreement with the Third-Party Tool’s provider. Customer waives any and all claims that it may have against Supplier now or in the future arising in connection with Supplier’s authorized access and use of the Third-party Tool via the Integration. In addition to the indemnification obligations found in the MSA, Customer agrees to indemnify Supplier Indemnified Parties from and against any third-party claims arising from Supplier’s authorized use of the Third-Party Tool via the Integration. Supplier does not guarantee that it will be compatible with any Third-Party Tool except as expressly provided in the Documentation. Supplier may suspend or remove any Integration from the Software at any time and for any reason in accordance with Section 6.2 below (*Modifications*). Supplier offers no warranties, indemnities, or support commitments of any kind for any Integration that was not developed by Supplier (e.g., an Integration with Slack enabled by Slack’s API).

6. UPDATES; MODIFICATIONS; AVAILABILITY AND SUPPORT

6.1. Updates. Supplier regularly releases improvements and updates to the Software that address errors and enhance its operations, security, usability, and functionality (“**Updates**”). Supplier will make Updates available to Customer at no additional cost at the same time as they are released to other customers within the Customer’s Software service tier (for example, all customers in the “HQ Base” or “HQ Premium” tier). Customer acknowledges and agrees that its purchase of a Software subscription license is not contingent on the delivery of any Updates or on any oral or written public comments made by Supplier regarding future Updates.

6.2. Modifications. Supplier reserves the right to modify or discontinue any feature, functionality, Integration, service, or product associated with the Software (a “**Modification**”) at any time, with or without notice to Customer; provided that (a) no Modification may materially diminish core Software functionality, and (b) Supplier shall give reasonable advance written notice (by email or notice within the Software interface) of any Modification it has reason to believe will materially, adversely impact the Customer’s use of the Software. Customer shall have thirty (30) days following the release of any Modification to assess its impact (the “**Evaluation Window**”). If Customer reasonably determines that the Modification materially, adversely impacts Customer’s use of the Software, Customer must notify Supplier in writing (email accepted) prior to the end of the Evaluation Window. Supplier and Customer shall then work together in good faith to establish a “fix” or work-around that addresses Customer’s concerns regarding the Modification. If, after a reasonable period of good-faith cooperation, the parties are unable to address Customer’s concerns, Supplier shall, in its sole discretion and as Customer’s sole remedy for the Modification: (i) provide Customer a refund or credit proportionate to the diminished value of the Software following the Modification; or (ii) terminate the Agreement and provide Customer a refund of the fees paid for the Software subscription prorated for the remainder of the Subscription Term.

6.3. Availability, Support and Limitations. During the Subscription Term, Supplier will use commercially reasonable efforts to ensure that the Software is available 24/7/365 and maintains an average monthly uptime availability of 99.5% or greater.

Uptimes are tracked at <http://status.axioshq.com/uptime>. Supplier provides standard support Monday through Friday from 9:00 a.m. to 8:00 p.m. EST (excluding Supplier company holidays) via email and helpdesk. The Software may be temporarily unavailable due to planned or emergency maintenance. Supplier will use commercially reasonable efforts to (i) provide notice of planned maintenance by email or notice within the Software interface reasonably in advance of such maintenance, and (ii) ensure planned maintenance occurs during non-peak hours (such as during weekends between the hours of 9:00 p.m. and 12:00 a.m. PST). Supplier may also suspend Software access for some or all customers if it determines, in its reasonable discretion, that the suspension is necessary to protect its customers or its systems (such as in the case of a cyber-attack) or if it is required to do so by a governmental entity or law enforcement agency. Supplier will use commercially reasonable efforts to notify all customers affected by such a suspension as soon as practicable.

6.4. Business Continuity. Supplier maintains an industry standard business continuity plan to address reasonably anticipated threats to the availability and operation of the Software and associated Customer Data, available at www.trust.axioshq.com.

7. OWNERSHIP RIGHTS AND LICENSES

7.1. Software Ownership. Supplier retains all rights in and to the Software and Documentation.

7.2. Communications and Delivery Analytics. All Communications created using the Software (at any stage and whether or not Delivered), and all analytics data related to the Delivery of Communications and engagement therewith by Recipients (“Analytics”), are owned exclusively by Customer as Customer Data and may only be used by Supplier in accordance with the limited licenses granted in the Agreement. To the extent that any Supplier Intellectual Property is incorporated into a Communication (e.g., an image from the Software’s image library), Customer receives an irrevocable, perpetual, worldwide, fully paid license to save, copy, display, distribute and use such Supplier Intellectual Property solely in connection with Customer’s use of the incorporating Communication. Customer may extract its Communications and Analytics from the Software’s interface at any time during the Subscription Term. Customer may request a manual extraction of Communications and Analytics by Supplier for up to 30 days after the termination or expiration of the associated Order, after which time all Customer Data (including Communications and Analytics) will be permanently deleted or destroyed by Supplier.

7.3. Usage Data. The Software’s instrumentation, logging systems, and other code automatically creates certain data about users’ Software interactions, including statistical data, performance metrics, telemetry data, analytics, trend data metadata, and other similar information (“**Usage Data**”). Usage Data is used to deliver, operate, maintain, protect, and improve the Software, and to ensure users comply with the terms of their contract with Supplier. Its creation cannot be turned off. Any Usage Data identified or identifiable to Customer, its Authorized Users, or its Recipients will be considered Customer Data and will be used by Supplier solely during the Subscription Term for the limited purposes of providing the Services to Customer. All such Usage Data will be permanently deleted or destroyed thirty (30) days after the expiration or termination of the Order under which it was processed (unless otherwise required by law).

7.4. Deidentified Data. Customer agrees that Supplier may process Usage Data to remove the identifiers that would reasonably associate it with Customer or any identified or identifiable person (including Authorized Users or Recipients), thereby creating de-identified Usage Data (“**Deidentified Data**”). Deidentified Data is used to help Supplier understand how users interact with the Software, informing Software development and improvements while preserving user privacy and protecting Confidential Information. Deidentified Data may include aggregated “trend metadata” about Communications, but it does not include the contents of any Communication itself. For example, Deidentified Data can provide insights like “70% of users sending ‘open enrollment’ newsletters prefer Template A to Template B,” without identifying the users or their organizations, or disclosing the contents of their Communications. Because Deidentified Data is functionally impossible to reassociate to any customer or user and has no value outside of the context of the Software’s operation, Deidentified Data is owned by Supplier. Deidentified Data may be retained by Supplier indefinitely and used to develop and improve the Software and Supplier’s other Services. Supplier covenants that it will not, and will not permit any third party to, attempt to reidentify Deidentified Data. Supplier further covenants that Deidentified Data will not be disclosed to third parties unless it has also been aggregated to further ensure it is incapable of being reassociated to Customer or any individual.

7.5. Feedback. Customer or its Authorized Users may elect to provide comments, ideas, suggestions, or other feedback regarding the Software and how it can be improved (“**Feedback**”). Feedback does not include any Customer Data. The provision of Feedback is entirely voluntary. If Customer or an Authorized User chooses to provide Feedback, Customer

grants Supplier a worldwide, perpetual, irrevocable, royalty-free right and license to use the Feedback to improve the Software and develop new products and services without any obligation to Customer or the Authorized User of any kind (including acknowledgment or payment of compensation). Supplier is not obligated to incorporate any Feedback it receives. If Supplier chooses, in its discretion, to incorporate Customer's Feedback, Supplier will not publicly identify Customer or its Authorized Users as the source of such Feedback without the prior written consent of Customer in each instance.

8. WARRANTIES; INFRINGEMENT REMEDIES; DISCLAIMERS

8.1. Software Warranties. Supplier warrants that it will not knowingly introduce into the Software any malicious code intended to improperly access or cause damage to the electronic systems, computers, servers, or networks of Customer or any third parties (the "**Security Warranty**"). Supplier further warrants that, during the Subscription Term: (a) the Software will operate in substantial conformity with the Documentation, and (b) Supplier will not materially diminish the core functionality of the Software (collectively, the "**Quality Warranty**"). Supplier's sole liability, and Customer's exclusive remedy, for any breach of the Quality Warranty shall be for Supplier, in Supplier's sole discretion, to: (i) use commercially reasonable efforts to provide an error-correction or work-around for the reported functionality concern; or (ii) terminate the Agreement and provide Customer a refund of any fees paid in connection with Software license, prorated for the remainder of the Subscription Term. Supplier shall have no obligation with respect to the Quality Warranty unless notified of such claim by Customer within the Subscription Term and promptly following its discovery. The Quality Warranty will not apply if the non-conformity or functionality issue results from factors beyond Supplier's reasonable control, including failures of Customer systems.

8.2. IP Infringement Remedies. If Customer's use of the Software or associated Supplier Intellectual Property is, or in Supplier's opinion is likely to become, the subject of a third-party infringement Claim, or if Supplier otherwise determines it to be commercially advisable, Supplier may, in its sole discretion: (a) substitute the allegedly infringing element with a functionally similar component, feature, material or element; (b) procure for Customer the right to continue using the Software or associated Supplier Intellectual Property; or (c) terminate the Agreement and provide Customer a pro-rata refund of any applicable prepaid fees for the Software license. The foregoing remedies will not relieve Supplier of its defense and indemnification obligations under the MSA to the extent the Claim accrued prior to the implementation of such remedies.

8.3. Software Disclaimers. WITHOUT LIMITING THE GENERALITY OF THE DISCLAIMERS SET FORTH IN THE MSA, SUPPLIER DOES NOT WARRANT THAT: (I) THE SOFTWARE WILL OPERATE IN COMBINATION WITH ANY OTHER HARDWARE, SOFTWARE SYSTEM OR DATA EXCEPT AS SPECIFIED IN THE DOCUMENTATION; (II) DATA OBTAINED BY CUSTOMER THROUGH THE SOFTWARE WILL BE ACCURATE AND COMPLETE; (III) THE SOFTWARE WILL BE WITHOUT ERRORS OR ALL REPORTED DEFECTS WILL BE CORRECTED; OR (IV) THE SOFTWARE WILL MEET CUSTOMER'S REQUIREMENTS OR EXPECTATIONS BEYOND WHAT IS SPECIFIED IN THE DOCUMENTATION. BECAUSE SECURITY IS A SHARED RESPONSIBILITY IN SAAS MODELS, SUPPLIER DOES NOT WARRANT THAT THE SOFTWARE WILL BE FULLY SECURE OR VIRUS FREE; PROVIDED THAT THE FOREGOING DISCLAIMER DOES NOT LIMIT SUPPLIER'S OBLIGATIONS WITH REGARDS TO THE SECURITY-RELATED WARRANTIES AND COVENANTS EXPRESSLY INCLUDED IN THE AGREEMENT (INCLUDING THE DPA). BECAUSE ACTUAL RESULTS ARE BASED UPON NUMEROUS FACTORS NOT WITHIN THE CONTROL OF SUPPLIER, SUPPLIER DOES NOT GUARANTEE THAT USE OF THE SERVICES WILL DELIVER ANY SPECIFIC RESULTS, INCLUDING IMPROVED NEWSLETTER ENGAGEMENT, IMPROVED SUBSCRIBER RETENTION, OR INCREASED PROFITS.

9. OTHER REQUIREMENTS

9.1. Federal Government End Use Provisions. THIS SECTION 9.1 APPLIES ONLY IF THE CUSTOMER IS THE UNITED STATES FEDERAL GOVERNMENT OR ONE OF ITS AGENCIES. Supplier provides the Software, including related software and technology, for ultimate federal government end use solely in accordance with the following: Government technical data and software rights related to the Software include only those rights customarily provided to the public as defined in the Agreement. This customary commercial license is provided in accordance with FAR 12.211 (Technical Data) and FAR 12.212 (Software) and, for Department of Defense transactions, DFAR 252.227-7015 (Technical Data – Commercial Items) and DFAR 227.7202-3 (Rights in Commercial Computer Software or Computer Software Documentation). If a government agency has a need for rights not granted under these terms, it must negotiate with Supplier to determine if there are acceptable terms for granting those rights, and a mutually acceptable written addendum specifically granting those rights must be included in any applicable agreement.

9.2. Export Control. The Software is subject to United States government export control laws and regulations, and neither Supplier nor Customer (and its Authorized Users) shall directly or indirectly use, export, re-export, or transfer the Software or underlying Supplier Intellectual Property in violation of such U.S. export laws and regulations.

[END OF EXHIBIT 1]

MSA Exhibit 2**Service-Specific Terms for the Axios HQ Consultative Professional Services**

These Service-Specific Terms for Axios HQ Consultative Professional Services (“**Services Terms**”) are incorporated into the MSA as if fully set forth therein. All capitalized terms used and not defined in the Services Terms have the meaning set forth in the MSA. These Services Terms apply and form a critical part of the Agreement whenever Customer accesses Supplier’s Consultative Professional Services. These Services Terms do not apply if the Customer is exclusively purchasing a Software license.

1. GENERAL PROFESSIONAL SERVICE TERMS

1.1. Quality Warranty. Supplier warrants that all Consultative Professional Services will be performed in a professional and workmanlike manner in accordance with industry standards. Customer’s exclusive remedy for a breach of the foregoing warranty shall be for Supplier to reperform the non-conforming Consultative Professional Services. If reperformance does not correct the non-conformity, Customer’s exclusive remedy for the breach of quality warranty will be to terminate the portion of the Order pertaining to the non-conforming Professional Service and receive a refund of any associated fees.

1.2. Assignment of Supplier Personnel. Supplier warrants that all Supplier Personnel will be appropriately trained and qualified to deliver the Consultative Professional Services. “**Supplier Personnel**” means the Supplier’s employees or contractors who perform the Consultative Professional Services for Customer. Supplier reserves the right, in its discretion, to substitute any Supplier Personnel with another similarly qualified member of Supplier’s staff without prior notice to, or consent from, Customer. If Customer, acting reasonably and in good faith, becomes dissatisfied with any assigned Supplier Personnel, Customer must notify Supplier of its complaint in writing (email accepted), and Supplier and Customer shall work together in good faith to resolve the complaint within thirty (30) days of such notice (which may include replacement of the Supplier Personnel).

1.3. Customer Cooperation. Customers must provide reasonable cooperation to Supplier in its performance of the Consultative Professional Services. Such cooperation shall include: (a) responding promptly to any reasonable requests from Supplier for instructions, information, materials, or approvals in connection with the provision of the Consultative Professional Services; and (b) providing Supplier with access to any Customer Personnel, facilities, materials, or resources that are necessary for Supplier to perform the Consultative Professional Services. Supplier is not responsible for any delay in performance to the extent resulting from Customer’s failure to reasonably cooperate with Supplier. “**Customer Personnel**” means the Customer’s employees, contractors, agents or consultants who receive the Consultative Professional Services from Supplier.

1.4. Scheduling and Performance Period. Where the performance dates for Consultative Professional Services are not included in the Order, the parties must mutually agree to the performance dates in writing (email accepted) as soon as possible, and in any event within three (3) months of the Order’s Effective Date (the “**Scheduling Deadline**”). All Services must be scheduled for performance and fully delivered within twelve (12) months of the Order’s Effective Date (the “**Performance Deadline**”).

1.5. Location of Performance. Unless otherwise expressly provided in the Order or agreed to by the parties in writing, all Consultative Professional Services will be delivered virtually. Where requested by Customer and agreed to by Supplier, Consultative Professional Services may be provided on-site at Customer’s offices or facilities, Supplier’s offices, or a third-party venue such as a hotel or conference center (“**On-Site**”). If Customer requires On-Site Consultative Professional Services, Customer shall reimburse Supplier for all reasonable travel costs and expenses actually incurred by Supplier in connection with performance of the On-Site Consultative Professional Services (“**Expenses**”). All Expenses must be pre-approved by Customer in writing (email accepted, such approval not to be unreasonably withheld, conditioned or delayed). Where applicable, Supplier agrees to follow all of Customer’s formal expense policies and guidelines related to filing of Expenses which Customer makes available to Supplier.

1.6. On-Site Services. A party which hosts On-Site Consultative Professional Services at its offices, facilities or a third-party venue it secured for the purposes (the “**Host**”) shall undertake all reasonable efforts to protect the health and safety of the other party’s personnel (“**Guests**”) while they are On-Site. Each Guest shall comply with the Host’s safety and security policies and visitor guidelines (if provided), and all other reasonable Host instructions while On-Site. In addition to the indemnification obligations provided elsewhere in the MSA, each party (as Indemnifying Party) agrees to indemnify, defend

and hold the other party and its Indemnified Parties harmless from all claims for property damage, personal injury or wrongful death brought in connection with performance of On-Site Consultative Professional Services to the extent alleging the negligence or willful misconduct of the Indemnifying Party.

1.7. Termination for Convenience by Customer. Consultative Professional Services may not be terminated by Customer for Convenience except if and as expressly permitted in the Order. If the Order allows Customer to terminate any Consultative Professional Services for Convenience, Customer must notify Supplier in writing of its intent to terminate the Consultative Professional Services, and such termination will take effect at the end of the notice period set forth in the Order. Customer will remain responsible for all fees for Consultative Professional Services delivered or scheduled for delivery prior to the termination effective date, plus any non-refundable Expenses actually incurred by Supplier prior to the termination effective date. Any other amounts paid by Customer in advance for Consultative Professional Services not delivered will be refunded within forty-five (45) days.

1.8. Termination for Convenience by Supplier. Supplier reserves the right to terminate performance of any Consultative Professional Services under any Order effective immediately upon written notice to Customer (email accepted). Customer's sole remedy for such termination by Supplier shall be to receive a full refund of all fees and Expenses paid in advance for Consultative Professional Services not delivered, such refund to be issued within forty-five (45) days of the termination effective date.

1.9. Non-Solicitation. In acknowledgement of Supplier's significant investment in training Supplier Personnel in the effective use of Smart Brevity®, Customer agrees that during the term of the Order and for one (1) year thereafter, Customer shall not knowingly (or acting with deliberate ignorance) solicit for employment, employ, or engage as a contractor any Supplier Personnel who performed Consultative Professional Services under the Order. For the avoidance of doubt the term "solicit" does not include general job postings not targeted at Supplier Personnel.

2. Consultative Professional Services: SMART BREVITY® TRAINING

2.1. Training. Where specified in the Order, Supplier will provide Customer and Customer Personnel training on how to write more effectively by using Smart Brevity® ("**Training(s)**"). Trainings may include: (i) Smart Brevity Fundamentals Seminars on the general concepts and application of Smart Brevity (1 hour each / up to 100 participants); (ii) Smart Brevity Bootcamps on leveraging the Software to apply Smart Brevity principles (1 hour each / up to 100 participants); (iii) Smart Brevity Workshops on the application of Smart Brevity customized to Customer's specific projects (2.5 hours each / up to 14 participants); and (iv) Expert Voices Sessions on the organizational benefits of Smart Brevity from an executive perspective. Other specialized or custom Training Consultative Professional Services may be provided upon written agreement of the parties.

2.2. Scheduling and Rescheduling. Each party will use all reasonable, good faith efforts to hold the Training(s) on the dates specified in the Order. If specific performance dates are not specified in the Order (i.e., where the Order says exact Training dates are to be later determined), Section 1.4 above will apply. Either party may reschedule a scheduled Training at any time until twenty-one (21) calendar days before the agreed upon performance date (the "**Rescheduling Window**"). A party seeking rescheduling during the Rescheduling Window must make a written request to the other party (email accepted). Upon receipt of such request, the parties shall cooperate in good faith to identify a new, mutually acceptable date within the Performance Period to hold the training. After the Rescheduling Window closes, a Training may not be rescheduled except in response to a Force Majeure Event or with written consent from the other party (email accepted, to be granted at its discretion). Except for rescheduling required due to a Force Majeure Event, each party is only entitled to reschedule a given Training one (1) time. Subsequent rescheduling of a previously rescheduled event requires mutual consent of both parties, to be granted by each party at its discretion.

2.3. Delivery and Acceptance. Training Consultative Professional Services are considered fully delivered upon the completion of the training and fully accepted by Customer if the Customer does not provide notice of a breach of the quality warranty in Section 1.1 above within two (2) business days of delivery.

2.4. Forfeiture. Supplier may, in its sole discretion, consider a Training to be "forfeited" by Customer if Customer: (i) fails to schedule the Training by the Scheduling Date; (ii) requests a rescheduling after the Rescheduling Window closes; (iii) requests to reschedule the same Training more than once (except as the result of a Force Majeure Event); or (iv) fails to hold the Training during the Performance Period (unless such failure is solely attributable to Supplier's acts or omissions or

is the result of a Force Majeure Event). Customer will remain responsible for all fees payable in connection with any forfeited Training and will not be entitled to any refund of fees paid in advance.

2.5. Ownership of Training Materials. Training Materials and all materials, knowledge, know-how, methods, and information contained or embodied therein are considered Supplier Intellectual Property and are made available to Customer only under the limited licenses provided in Section 2 of these Services Terms. “**Training Materials**” means the Training presentation itself, as well as any guidance documents, instructions, slide decks or other materials about Smart Brevity® used by Supplier or supplied to Customer in connection with the Training.

2.6. Recordings. Supplier does not allow Trainings to be recorded. If Supplier consents in writing to allow a Training to be recorded, such recording will be considered part of the Training Materials.

2.7. Customized Training Materials. Where indicated in the Order, the Training may involve Supplier applying Smart Brevity® methodologies to Customer-supplied content or materials to create customized tutorials, slide decks, and other tailored Training Materials (the resulting new materials, “**Customized Training Materials**”). Supplier will own all intellectual property rights in and to the Customized Training Materials subject to Customer’s intellectual property rights in the Customer-supplied content or materials used for customization. Customized Training Materials are considered the Confidential Information of both Customer and Supplier: Supplier may use the Customized Training Materials solely in connection with providing the Training to Customer, and Customers may use the Customized Training Materials solely in accordance with the Training Materials licenses herein.

2.8. Training Materials License. As a courtesy, where requested by Customer or included in the Order, and subject to the restrictions below, Customer receives a limited, non-transferrable, non-sublicensable, fully-paid license to use the Training Materials internally to Customer’s organization for one (1) year following the date of delivery of the associated Training. Under no circumstances shall Customer make (or allow any third party to make) the Training Materials available to third parties who are not Customer Personnel. **THIS IS NOT AN ENTERPRISE LICENSE**. Training Materials are licensed to Customers for use only by the Customer Personnel who attended the associated Training (the “**Training Participants**”). Customer may not share Training Materials with any business units, internal groups, or personnel who were not Training Participants; except that Training Materials may be provided to Customer Personnel who (a) who were scheduled to be Training Participants but did not attend the associated Training due to extenuating circumstances; or (b) join a department or group which received the associated Training within the preceding six (6) months and requires use of the Training Materials to effectively onboard. Apart from these two exceptions, any use of Training Materials by non-Training Participants within Customer’s organization will require a separate licensing agreement. Training materials are considered fully delivered and accepted when transmitted by Supplier electronically to the Customer.

3. EDITORIAL CONSULTING SERVICES

3.1. Editorial Consulting. Where specified in the Order, Supplier will provide Customer and Customer Personnel with Consultative Professional Services in the form of editorial consulting support (“**Editorial Consulting**”). Editorial Consulting consists of Communication planning and strategy support, Smart Brevity® style guidance, advice on voice, tone, visuals and “content mix”, audience targeting, and engagement analysis for Customer-authored Communications. Editorial Consulting does not include writing Communications on behalf of Customer, and Supplier does not become responsible or liable for any Communication by virtue of performing Editorial Consulting Consultative Professional Services except to the extent that such Editorial Consulting has materially altered the substance of the Communication.

3.2. The Engagement. Editorial Consulting is purchased in packages of four (4) or more weeks of support for one (1) or more Communications as specified in the Order (each an “**Engagement**”). Engagements are collaborative, and the parties will work together at the beginning of the Engagement to finalize any material performance details not already included in the Order, such as start dates, end dates, major milestones, and timeline expectations for each party’s delivery of materials, feedback, edits and approvals (the “**Engagement Plan**”). Once the Engagement Plan is finalized and mutually agreed to by the parties (email accepted), it may not be revised by either party without the other party’s written consent (email accepted, to be granted at the other party’s sole discretion). Supplier is not responsible or liable for any delays caused by Customer’s failure to provide its materials, feedback or approvals in accordance with the Engagement Plan.

3.3. Change Orders. Fees for the Editorial Consulting set forth in the Order is based on the scope of the Engagement, including the number and cadence of Communications to be supported. If Customer’s Editorial Consulting support needs

materially exceed what is contemplated in the Order and Engagement Plan (e.g. Customer makes regular requests for after-hours support, additional rounds of edits, or last-minute/rush revisions of previously approved drafts), Supplier reserves the right to require a Change Order reflecting additional fees proportionate to the expanded scope of the Engagement and suspend its performance until the Change Order is executed.

3.4. Software Access. Editorial Consulting may include access to the Software for faster and more efficient drafting and collaboration. Any access or use of the Software by Customer and Customer Personnel will be subject to the applicable provisions of the Software Services Specific Terms in Exhibit 1.

3.5. Rights in Resulting Communications. All Communications and associated materials created, revised or otherwise utilized in the Editorial Consulting process are owned exclusively by Customer. To the extent Supplier acquires any intellectual property rights in or to the Customer Data by virtue of the Editorial Consulting Consultative Professional Services, Supplier hereby forever assigns to Customer all rights, title, and interest in and to such Customer Data as a work made for hire under US copyright law. Supplier agrees to reasonably cooperate with Customer in any efforts to perfect Customer's ownership of such Customer Data upon request. If any rights obtained by supplier in connection with Editorial Consulting Consultative Professional Services are not assignable under law, Supplier hereby grants Customer an irrevocable, perpetual, royalty free, fully transferable and sublicensable, worldwide right and license to the Supplier intellectual property embodied in the Customer Data resulting from the Engagement. Supplier hereby forever waives any claim(s) it may have against the Customer now or in the future relating to ownership of or moral rights in and to the Customer Data created during the Engagement, and agrees to indemnify the Customer Indemnified Parties against any claims brought by Supplier Personnel to the extent alleging ownership rights or moral rights in the same.

4. **OTHER Consultative Professional Services**

4.1. Other Consultative Professional Services. Supplier may, from time to time, agree to provide additional Consultative Professional Services if and as specified in the applicable Order or a separate written agreement by the parties. Supplier reserves the right to impose additional terms and conditions on such other Consultative Professional Services, and such terms shall be incorporated into the Agreement in full and will control to the extent of any conflict with any other provision of the MSA or these Services Terms.

[END OF EXHIBIT 2]



Memo

TO: Mayor and Council members
FROM: Jonathan Cygan, Civil Engineer
DATE: March 12, 2026
RE: Public Hearing - Harbach Blvd Phase 2 Reconstruction Project

SYNOPSIS:

On March 4, 2026, the City of Clive received three bids for the Harbach Blvd Phase 2 Reconstruction Project. The project scope includes replacing the existing public utilities and pavement along Harbach Blvd between NW 86th to NW 82nd Street. In addition to replacing the pavement and utilities within the corridor, the storm sewer will be upsized to facilitate proper drainage from Linnan Park and the upstream drainage area. Trail connections will also be constructed to provide access to the new park improvements from Harbach Blvd, and new on-street parking spaces will be installed that incorporate infiltration practices.

To accommodate these improvements, City staff coordinated with the neighboring multi-residential property owner on several aspects of the design. This coordination included consolidating driveway accesses—one of which will serve as a shared access between the City and the property owner—as well as completing partial property acquisitions for the proposed trail location and upsized storm sewer. A project map has been included in the council packet to show the extent of the project in greater detail. A summary of the bids received is provided below:

Engineer's Estimate	\$2,314,073.00
Sternquist Construction, Inc.	\$2,700,344.00
All Star Concrete, LLC	\$2,733,166.00
Mainline Construction, Inc.	\$2,762,421.50

The bids received show relatively low variance between contractors but are approximately 18% higher than the engineer's estimate, with the low bid coming in nearly 17% above the estimate. After reviewing the bid tabulation, several key items were identified as contributing to the discrepancy between the estimate and the contractor proposals.

The sanitary sewer and water main items combined were nearly \$200,000 higher than estimated. The estimate was based on previous contractor unit rates adjusted with inflation factors. While the submitted unit rates were higher than anticipated, they are consistent with pricing recently observed in neighboring communities. The large-diameter storm sewer accounts for approximately \$170,000 of the difference. The City estimated this item using unit rates from recent projects involving large-diameter storm sewer; however, installations of this size are relatively infrequent, and pricing can vary significantly depending on project-specific conditions. Permeable pavers are another notable and atypical item, coming in approximately \$30,000 higher than estimated.

Given that many of the key cost differences are associated with atypical project components for which reliable unit pricing is difficult to establish, and considering that the contractor bids are closely aligned with one another, staff believe the submitted bids represent the true cost of completing the work. As a result, staff do not believe that rebidding the project would result in significantly lower bids.

Based on this information, City staff recommend awarding the contract to the low bidder,

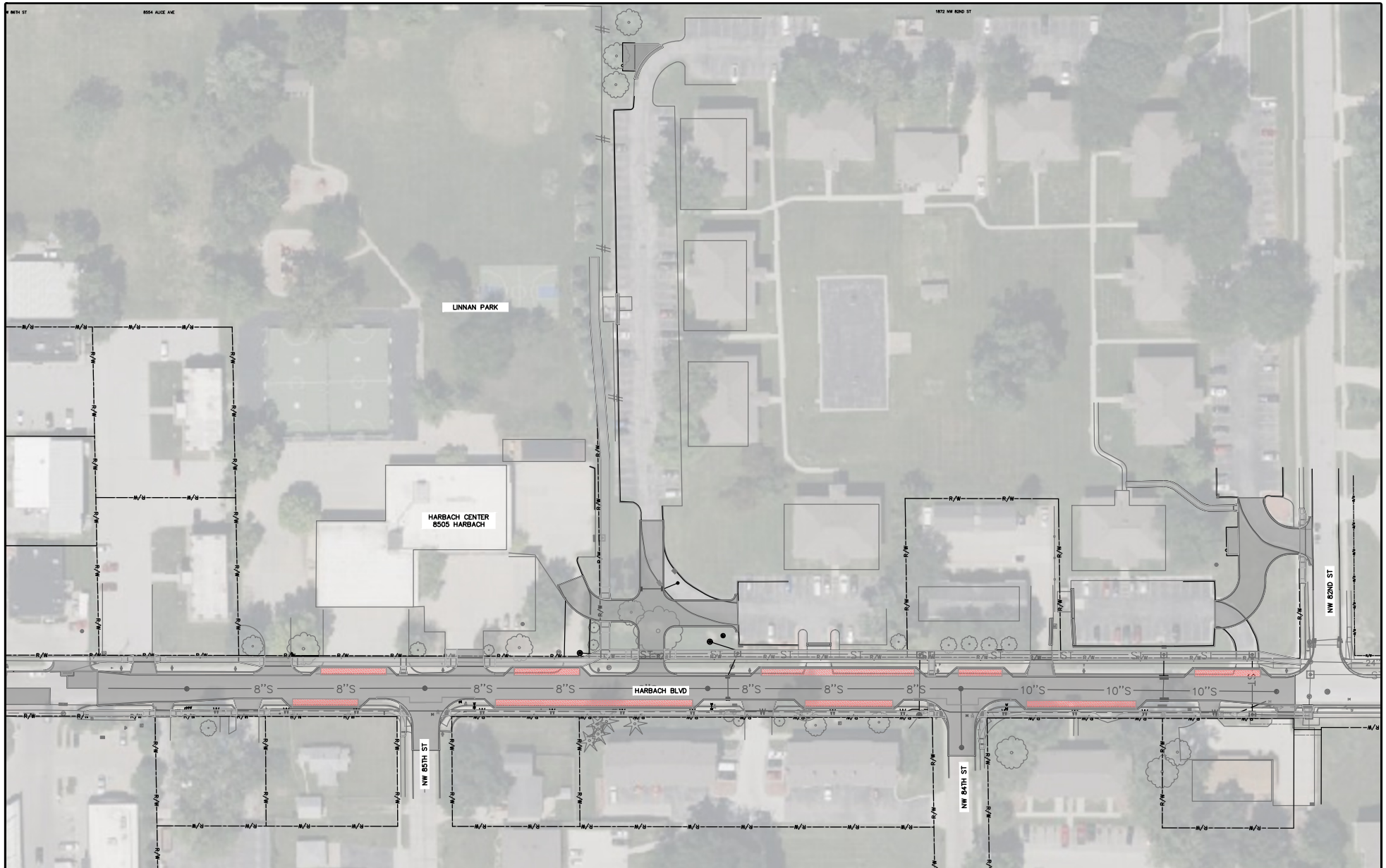
Sternquist Construction, Inc., in the amount of \$2,700,344.00.

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

Attachments:

1. Project Map

3/2/2006 1:15:15 PM JONATHAN O'GAN JAZBES PROJECTS\HARBACH BLVD - PE\CAD\DESIGN\PLAN SHEETS\000\FDR REFERENCE DNL\3.DWG



CLIVE
ENGINEERING

PROJECT NUMBER: **395**

NO.	REVISIONS	APPROVER	DATE

HARBACH BOULEVARD RECONSTRUCTION - PH2

FOR REFERENCE ONLY
(NOT PART OF THE PLANS)

SHEET NUMBER **D.0**



Memo

TO: Mayor and Council members

FROM: Jonathan Cygan, Civil Engineer

DATE: March 12, 2026

RE: Resolution Approving Plans and Specifications

SYNOPSIS:

Attachments:

1. Resolution - Plans

RESOLUTION NO. _____

RESOLUTION APPROVING PLANS, SPECIFICATIONS, FORM OF
CONTRACT AND ESTIMATE OF COSTS FOR THE
HARBACH BLVD PHASE 2 RECONSTRUCTION PROJECT

WHEREAS, on the _____ day of _____, 2026, plans, specifications, a form of contract and an estimate of costs were filed with the City of Clive, Iowa, for the Harbach Blvd Phase 2 Reconstruction 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 _____, 2026.

By: _____
John Edwards, Mayor

ATTEST:

By: _____
Matthew D. Graham, City Clerk



Memo

TO: Mayor and Council members
FROM: Jonathan Cygan, Civil Engineer
DATE: March 12, 2026
RE: Receipt of Bids

SYNOPSIS:

Attachments:

1. Bid Tab - Harbach P2

BID TABULATION FORM
PROJECT: HARBACH BOULEVARD RECONSTRUCTION PROJECT - PHASE 2
BIDS RECEIVED: March 4, 2026

ITEM	DESCRIPTION	QUANTITY	UNIT	Engineer's Opinion of Probable Construction Cost		Stemquist Construction Indiana, IA 10% Bid Bond		All Star Concrete LLC Johnston, IA 10% Bid Bond		Mainline Construction, Inc. Bondurant, IA 10% Bid Bond		
				UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	
1	CLEARING AND GRUBBING		1	LS	\$ 25,000.00	\$ 25,000.00	\$ 12,000.00	\$ 12,000.00	\$ 12,000.00	\$ 12,000.00	\$ 16,500.00	\$ 16,500.00
2	OFF-SITE TOPSOIL, 8"	848	CY	\$ 42.00	\$ 35,616.00	\$ 31.50	\$ 26,712.00	\$ 30.00	\$ 25,440.00	\$ 35.00	\$ 29,680.00	\$ 29,680.00
3	CLASS 10 EXCAVATION	2543	CY	\$ 17.00	\$ 43,231.00	\$ 10.50	\$ 26,701.50	\$ 22.00	\$ 55,946.00	\$ 12.00	\$ 30,516.00	\$ 30,516.00
4	SUBGRADE PREPARATION, 12"	5510	SY	\$ 4.00	\$ 22,040.00	\$ 3.25	\$ 17,907.50	\$ 3.00	\$ 16,530.00	\$ 4.00	\$ 22,040.00	\$ 22,040.00
5	SUBGRADE TREATMENT, 5% CEMENT	89	TON	\$ 355.00	\$ 31,595.00	\$ 415.00	\$ 36,935.00	\$ 400.00	\$ 35,600.00	\$ 445.00	\$ 39,605.00	\$ 39,605.00
6	SUBBASE, MODIFIED, 6"	3576	SY	\$ 12.00	\$ 42,912.00	\$ 12.00	\$ 42,912.00	\$ 11.00	\$ 39,336.00	\$ 12.00	\$ 42,912.00	\$ 42,912.00
7	COMPACTION TESTING		1	LS	\$ 5,000.00	\$ 5,000.00	\$ 1,560.00	\$ 1,560.00	\$ 5,200.00	\$ 5,200.00	\$ 9,000.00	\$ 9,000.00
8	PCC PIPE SUPPORT OVER EXISTING UTILITY		1	EA	\$ 2,000.00	\$ 2,000.00	\$ 3,900.00	\$ 3,900.00	\$ 3,500.00	\$ 3,500.00	\$ 3,500.00	\$ 3,500.00
9	TRENCH COMPACTION TESTING		1	LS	\$ 1,000.00	\$ 1,000.00	\$ 6,100.00	\$ 6,100.00	\$ 5,000.00	\$ 5,000.00	\$ 9,000.00	\$ 9,000.00
10	SANITARY SEWER GRAVITY MAIN, TRENCHED, PVC TRUSS, 8"	780	LF	\$ 90.00	\$ 70,200.00	\$ 197.00	\$ 153,660.00	\$ 150.00	\$ 117,000.00	\$ 150.00	\$ 117,000.00	\$ 117,000.00
11	SANITARY SEWER GRAVITY MAIN, TRENCHED, PVC TRUSS, 10"	344	LF	\$ 90.00	\$ 30,960.00	\$ 205.00	\$ 70,520.00	\$ 160.00	\$ 55,040.00	\$ 160.00	\$ 55,040.00	\$ 55,040.00
12	SANITARY SEWER GRAVITY MAIN, TRENCHED, DIP, 10"	40	LF	\$ 210.00	\$ 8,400.00	\$ 380.00	\$ 15,200.00	\$ 320.00	\$ 12,800.00	\$ 320.00	\$ 12,800.00	\$ 12,800.00
13	SANITARY SEWER SERVICE REPLACEMENT, PVC, 4"	258	LF	\$ 90.00	\$ 23,220.00	\$ 128.00	\$ 33,024.00	\$ 195.00	\$ 50,310.00	\$ 195.00	\$ 50,310.00	\$ 50,310.00
14	SANITARY SEWER SERVICE REPLACEMENT, PVC, 6"	0	LF	\$ 90.00	\$ -	\$ 125.00	\$ -	\$ 270.00	\$ -	\$ 270.00	\$ -	\$ -
15	REMOVAL OF SANITARY SEWER, VCP, 8"	899	LF	\$ 25.00	\$ 22,475.00	\$ 36.25	\$ 32,589.75	\$ 45.50	\$ 40,904.50	\$ 45.50	\$ 40,904.50	\$ 40,904.50
16	REMOVAL OF SANITARY SEWER, VCP, 10"	55	LF	\$ 25.00	\$ 1,375.00	\$ 36.25	\$ 1,993.75	\$ 45.50	\$ 2,502.50	\$ 45.50	\$ 2,502.50	\$ 2,502.50
17	SANITARY SEWER CLEANOUT	9	EA	\$ 1,500.00	\$ 13,500.00	\$ 1,805.00	\$ 16,245.00	\$ 1,000.00	\$ 9,000.00	\$ 1,000.00	\$ 9,000.00	\$ 9,000.00
18	STORM SEWER TRENCHED, RCP, 15"	126	LF	\$ 90.00	\$ 11,340.00	\$ 150.25	\$ 18,931.50	\$ 145.00	\$ 18,270.00	\$ 145.00	\$ 18,270.00	\$ 18,270.00
19	STORM SEWER TRENCHED, RCP, 18"	69	LF	\$ 100.00	\$ 6,900.00	\$ 150.25	\$ 10,367.25	\$ 145.00	\$ 10,005.00	\$ 145.00	\$ 10,005.00	\$ 10,005.00
20	STORM SEWER TRENCHED, RCP, 48"	337	LF	\$ 300.00	\$ 101,100.00	\$ 552.00	\$ 186,024.00	\$ 325.00	\$ 109,525.00	\$ 325.00	\$ 109,525.00	\$ 109,525.00
21	STORM SEWER TRENCHED, RCP, 54"	359	LF	\$ 350.00	\$ 125,650.00	\$ 587.00	\$ 210,733.00	\$ 350.00	\$ 125,650.00	\$ 350.00	\$ 125,650.00	\$ 125,650.00
22	REMOVAL OF STORM SEWER, RCP, 12"	30	LF	\$ 20.00	\$ 600.00	\$ 36.25	\$ 1,087.50	\$ 45.50	\$ 1,365.00	\$ 45.50	\$ 1,365.00	\$ 1,365.00
23	REMOVAL OF STORM SEWER, RCP, 15"	0	LF	\$ 20.00	\$ -	\$ 35.00	\$ -	\$ 45.50	\$ -	\$ 45.50	\$ -	\$ -
24	REMOVAL OF STORM SEWER, RCP, 18"	145	LF	\$ 35.00	\$ 5,075.00	\$ 36.25	\$ 5,256.25	\$ 45.50	\$ 6,597.50	\$ 45.50	\$ 6,597.50	\$ 6,597.50
25	REMOVAL OF STORM SEWER, RCP, 30"	333	LF	\$ 35.00	\$ 11,655.00	\$ 41.50	\$ 13,819.50	\$ 45.50	\$ 15,151.50	\$ 45.50	\$ 15,151.50	\$ 15,151.50
26	REMOVAL OF STORM SEWER, RCP, 36"	221	LF	\$ 35.00	\$ 7,735.00	\$ 49.00	\$ 10,829.00	\$ 55.00	\$ 12,155.00	\$ 55.00	\$ 12,155.00	\$ 12,155.00
27	REMOVAL OF STORM SEWER, RCP, 48"	130	LF	\$ 60.00	\$ 7,800.00	\$ 58.00	\$ 7,540.00	\$ 55.00	\$ 7,150.00	\$ 55.00	\$ 7,150.00	\$ 7,150.00
28	SUBDRAIN, TYPE 2, PVC, 8"	1723	LF	\$ 35.00	\$ 60,305.00	\$ 46.00	\$ 79,258.00	\$ 34.00	\$ 58,582.00	\$ 34.00	\$ 58,582.00	\$ 58,582.00
29	SUBDRAIN CLEANOUT, TYPE A-1, PVC, 8"	11	EA	\$ 1,000.00	\$ 11,000.00	\$ 861.00	\$ 9,471.00	\$ 650.00	\$ 7,150.00	\$ 650.00	\$ 7,150.00	\$ 7,150.00
30	SUBDRAIN OUTLETS AND CONNECTIONS, PVC, 8"	9	EA	\$ 400.00	\$ 3,600.00	\$ 622.00	\$ 5,598.00	\$ 600.00	\$ 5,400.00	\$ 450.00	\$ 4,050.00	\$ 4,050.00
31	WATER MAIN, TRENCHED, PVC, 6"	65	LF	\$ 60.00	\$ 3,900.00	\$ 156.00	\$ 10,140.00	\$ 450.00	\$ 29,250.00	\$ 115.00	\$ 7,475.00	\$ 7,475.00
32	WATER MAIN, TRENCHED, PVC, 8"	56	LF	\$ 70.00	\$ 3,920.00	\$ 167.00	\$ 9,352.00	\$ 115.00	\$ 6,440.00	\$ 115.00	\$ 6,440.00	\$ 6,440.00
33	WATER MAIN, TRENCHED, PVC, 12"	1017	LF	\$ 75.00	\$ 76,275.00	\$ 144.00	\$ 146,448.00	\$ 135.00	\$ 137,295.00	\$ 135.00	\$ 137,295.00	\$ 137,295.00
34	FITTING, DUCTILE IRON, MECHANICAL JOINT	1607	LB	\$ 10.00	\$ 16,070.00	\$ 18.50	\$ 29,729.50	\$ 20.00	\$ 32,140.00	\$ 20.00	\$ 32,140.00	\$ 32,140.00
35	WATER SERVICE STUB, 1"	11	EA	\$ 2,000.00	\$ 22,000.00	\$ 2,618.50	\$ 28,803.50	\$ 2,500.00	\$ 27,500.00	\$ 2,500.00	\$ 27,500.00	\$ 27,500.00
36	WATER SERVICE STUB, 2"	0	EA	\$ 5,000.00	\$ -	\$ 4,500.00	\$ -	\$ 2,800.00	\$ -	\$ 2,800.00	\$ -	\$ -
37	WATER SERVICE PIPE, COPPER, 1"	380	LF	\$ 40.00	\$ 15,200.00	\$ 36.25	\$ 13,775.00	\$ 70.00	\$ 26,600.00	\$ 70.00	\$ 26,600.00	\$ 26,600.00
38	WATER SERVICE PIPE, COPPER, 2"	0	LF	\$ 50.00	\$ -	\$ 40.00	\$ -	\$ 80.00	\$ -	\$ 80.00	\$ -	\$ -
39	EMERGENCY EXISTING WATER MAIN SPOT REPAIR	3	EA	\$ 5,000.00	\$ 15,000.00	\$ 9,500.00	\$ 28,500.00	\$ 10,000.00	\$ 30,000.00	\$ 10,000.00	\$ 30,000.00	\$ 30,000.00
40	VALVE, DI MJ GATE, RESILIENT WEDGE WITH BOX 6"	1	EA	\$ 2,000.00	\$ 2,000.00	\$ 2,200.00	\$ 2,200.00	\$ 2,600.00	\$ 2,600.00	\$ 2,600.00	\$ 2,600.00	\$ 2,600.00
41	VALVE, DI MJ GATE, RESILIENT WEDGE WITH BOX 8"	2	EA	\$ 2,500.00	\$ 5,000.00	\$ 2,900.00	\$ 5,800.00	\$ 3,600.00	\$ 7,200.00	\$ 3,600.00	\$ 7,200.00	\$ 7,200.00
42	VALVE, DI MJ GATE, RESILIENT WEDGE WITH BOX 12"	4	EA	\$ 5,000.00	\$ 20,000.00	\$ 4,950.00	\$ 19,800.00	\$ 5,600.00	\$ 22,400.00	\$ 5,600.00	\$ 22,400.00	\$ 22,400.00
43	FIRE HYDRANT ASSEMBLY	3	EA	\$ 7,000.00	\$ 21,000.00	\$ 9,395.00	\$ 28,185.00	\$ 10,000.00	\$ 30,000.00	\$ 10,000.00	\$ 30,000.00	\$ 30,000.00
44	ALTERNATE FIRE HYDRANT ASSEMBLY	1	EA	\$ 7,000.00	\$ 7,000.00	\$ 11,000.00	\$ 11,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00
45	FIRE HYDRANT ASSEMBLY REMOVAL	2	EA	\$ 1,000.00	\$ 2,000.00	\$ 1,225.00	\$ 2,450.00	\$ 1,200.00	\$ 2,400.00	\$ 1,200.00	\$ 2,400.00	\$ 2,400.00
46	VALVE BOX REMOVAL	5	EA	\$ 300.00	\$ 1,500.00	\$ 730.00	\$ 3,650.00	\$ 200.00	\$ 1,000.00	\$ 200.00	\$ 1,000.00	\$ 1,000.00
47	SANITARY MANHOLE, SW-301, 48"	7	EA	\$ 6,000.00	\$ 42,000.00	\$ 6,000.00	\$ 42,000.00	\$ 8,700.00	\$ 60,900.00	\$ 8,700.00	\$ 60,900.00	\$ 60,900.00
48	STORM SEWER MANHOLE, SW-401, 48"	3	EA	\$ 6,000.00	\$ 18,000.00	\$ 6,400.00	\$ 19,200.00	\$ 8,700.00	\$ 26,100.00	\$ 8,700.00	\$ 26,100.00	\$ 26,100.00
49	STORM SEWER MANHOLE, SW-402, (4X7)	1	EA	\$ 15,000.00	\$ 15,000.00	\$ 14,500.00	\$ 14,500.00	\$ 21,500.00	\$ 21,500.00	\$ 21,500.00	\$ 21,500.00	\$ 21,500.00
50	STORM SEWER MANHOLE, SW-402, (6X6)	1	EA	\$ 15,000.00	\$ 15,000.00	\$ 18,000.00	\$ 18,000.00	\$ 22,000.00	\$ 22,000.00	\$ 22,000.00	\$ 22,000.00	\$ 22,000.00
51	STORM SEWER MANHOLE, SW-402, (6X7)	1	EA	\$ 15,000.00	\$ 15,000.00	\$ 18,200.00	\$ 18,200.00	\$ 23,000.00	\$ 23,000.00	\$ 23,000.00	\$ 23,000.00	\$ 23,000.00
52	STORM SEWER MANHOLE, SW-403, (4X7)	1	EA	\$ 20,000.00	\$ 20,000.00	\$ 21,000.00	\$ 21,000.00	\$ 26,000.00	\$ 26,000.00	\$ 26,000.00	\$ 26,000.00	\$ 26,000.00
53	STORM SEWER MANHOLE, SW-403, (7X7)	1	EA	\$ 20,000.00	\$ 20,000.00	\$ 26,000.00	\$ 26,000.00	\$ 30,600.00	\$ 30,600.00	\$ 30,600.00	\$ 30,600.00	\$ 30,600.00
54	STORM SEWER INTAKE, SW-501	4	EA	\$ 5,000.00	\$ 20,000.00	\$ 6,400.00	\$ 25,600.00	\$ 10,200.00	\$ 40,800.00	\$ 10,200.00	\$ 40,800.00	\$ 40,800.00
55	STORM SEWER INTAKE, SW-505	2	EA	\$ 12,000.00	\$ 24,000.00	\$ 13,000.00	\$ 26,000.00	\$ 14,200.00	\$ 28,400.00	\$ 14,200.00	\$ 28,400.00	\$ 28,400.00
56	STORM SEWER INTAKE, SW-512	1	EA	\$ 4,000.00	\$ 4,000.00	\$ 3,500.00	\$ 3,500.00	\$ 2,400.00	\$ 2,400.00	\$ 2,400.00	\$ 2,400.00	\$ 2,400.00
57	MANHOLE ADJUSTMENT, MINOR	2	EA	\$ 2,000.00	\$ 4,000.00	\$ 4,300.00	\$ 8,600.00	\$ 3,100.00	\$ 6,200.00	\$ 3,100.00	\$ 6,200.00	\$ 6,200.00
58	CONNECT TO EXISTING MANHOLE	3	EA	\$ 2,000.00	\$ 6,000.00	\$ 7,100.00	\$ 21,300.00	\$ 3,100.00	\$ 9,300.00	\$ 3,100.00	\$ 9,300.00	\$ 9,300.00
59	REMOVE MANHOLE	12	EA	\$ 1,000.00	\$ 12,000.00	\$ 1,500.00	\$ 18,000.00	\$ 390.00	\$ 4,680.00	\$ 390.00	\$ 4,680.00	\$ 4,680.00
60	REMOVE INTAKE	6	EA	\$ 1,000.00	\$ 6,000.00	\$ 1,500.00	\$ 9,000.00	\$ 390.00	\$ 2,340.00	\$ 390.00	\$ 2,340.00	\$ 2,340.00
61	THROAT REPLACEMENT	1	EA	\$ 1,000.00	\$ 1,000.00	\$ 5,400.00	\$ 5,400.00	\$ 4,400.00	\$ 4,400.00	\$ 4,400.00	\$ 4,400.00	\$ 4,400.00
62	EXISTING STORM MODIFICATIONS	1	EA	\$ 5,000.00	\$ 5,000.00	\$ 20,000.00	\$ 20,000.00	\$ 13,000.00	\$ 13,000.00	\$ 13,000.00	\$ 13,000.00	\$ 13,000.00
63	PCC PAVEMENT, C3-WR-20 (MOD), 7"	3165	SY	\$ 75.00	\$ 237,375.00	\$ 75.00	\$ 237,375.00	\$ 124.00	\$ 392,460.00	\$ 95.00	\$ 300,675.00	\$ 300,675.00
64	PCC ACCESS PAVEMENT, 6"	1220	SY	\$ 65.00	\$ 79,300.00	\$ 57.00	\$ 69,540.00	\$ 58.00	\$ 70,760.00	\$ 67.00	\$ 81,740.00	\$ 81,740.00
65	TEMPORARY TRANSITION PAVEMENT, 5"	123	SY	\$ 50.00	\$ 6,150.00	\$ 51.00	\$ 6,273.00	\$ 55.00	\$ 6,875.00	\$ 64.00	\$ 7,920.00	\$ 7,920.00
66	CURB AND GUTTER, VARIES	853	LF	\$ 50.00	\$ 42,650.00	\$ 57.00	\$ 48,729.00	\$ 40.00	\$ 34,120.00	\$ 55.00	\$ 46,915.00	\$ 46,915.00
67	SIDEWALK REMOVAL	853	SY	\$ 15.00	\$ 12,795.00	\$ 12.00	\$ 10,236.00	\$ 11.00	\$ 9,383.00	\$ 12.00	\$ 10,236.00	\$ 10,236.00
68	DRIVEWAY REMOVAL, PCC	1472	SY	\$ 15.00	\$ 22,080.00	\$ 12.00	\$ 17,664.00	\$ 11.00	\$ 16,192.00	\$ 12.00	\$ 17,664.00	\$ 17,664.00
69	SHARED USED PATH, PCC, 5"	987	SY	\$ 60.00	\$ 59,220.00	\$ 50.00	\$ 49,350.00	\$ 48.50	\$ 47,869.50	\$ 56.00	\$ 55,272.00	\$ 55,272.00
70	SPECIAL SUBGRADE PREPARATION, 12"	1400	SY	\$ 5.00	\$ 7,000.00	\$ 3.25	\$ 4,550.00	\$ 3.00	\$ 4,200.00	\$ 4.00	\$ 5,600.00	\$ 5,600.00
71	SIDEWALK, PCC, 4"	662	SY	\$ 80.00	\$ 52,960.00	\$ 48.00	\$ 31,776.00	\$ 44.50	\$ 29,459.00	\$ 52.00	\$ 34,424.00	\$ 34,424.00
72	SIDEWALK, PCC, 6"	179	SY	\$ 80.00	\$ 14,320.00	\$ 110.00	\$ 19,690.00	\$ 65.00	\$ 11,635.00	\$ 76.00	\$ 13,604.00	\$ 13,604.00
73	DETECTABLE WARNINGS	100	SF	\$ 65.00	\$ 6,500.00	\$ 40.00	\$ 4,000.00	\$ 55.00	\$ 5,500.00	\$ 64.00	\$ 6,400.00	\$ 6,400.00
74	PCC DRIVEWAY, 7"	530	SY	\$ 75.00	\$ 39,750.00	\$ 60.00	\$ 31,800.00	\$ 56.50	\$ 29,945.00	\$ 66.00	\$ 34,980.00	\$ 34,980.00
75	TEMPORARY GRANULAR DRIVEWAY											



Memo

TO: Mayor and Council members

FROM: Jonathan Cygan, Civil Engineer

DATE: March 12, 2026

RE: Resolution Awarding Contract - Sternquist Construction, Inc. -
\$2,700,344.00

SYNOPSIS:

Attachments:

1. Resolution - Award

RESOLUTION AWARDDING CONTRACT FOR THE
HARBACH BLVD PHASE 2 RECONSTRUCTION PROJECT

WHEREAS, the plans, specifications, form of contract and estimate of costs for Harbach Blvd Phase 2 Reconstruction 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 \$2,700,344.00 by Sternquist Construction, Inc. 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 _____, 2026.

By: _____
John Edwards, Mayor

ATTEST:

By: _____
Matthew D. Graham, City Clerk



Memo

TO: Mayor and Council members

FROM: Jonathan Cygan, Civil Engineer

DATE: March 12, 2026

RE: Public Hearing - City Hall Parking Lot Improvements Project

SYNOPSIS:

Bids for the above referenced project were received on March 4, 2026. The project scope will include a mill and hot mix asphalt (HMA) overlay of the Clive City Hall parking lot (1900 NW 114th Street property) along with replacement of storm intakes, minor utility improvements and pedestrian improvements to allow for an accessible route from the right-of-way to the building. The project was designed to be completed in two stages to allow limited parking to occur during the project is under construction. Work is anticipated to begin in early April and be substantially completed before July. A map of the proposed improvements has been included in the council packet along with a breakdown of the bids received below:

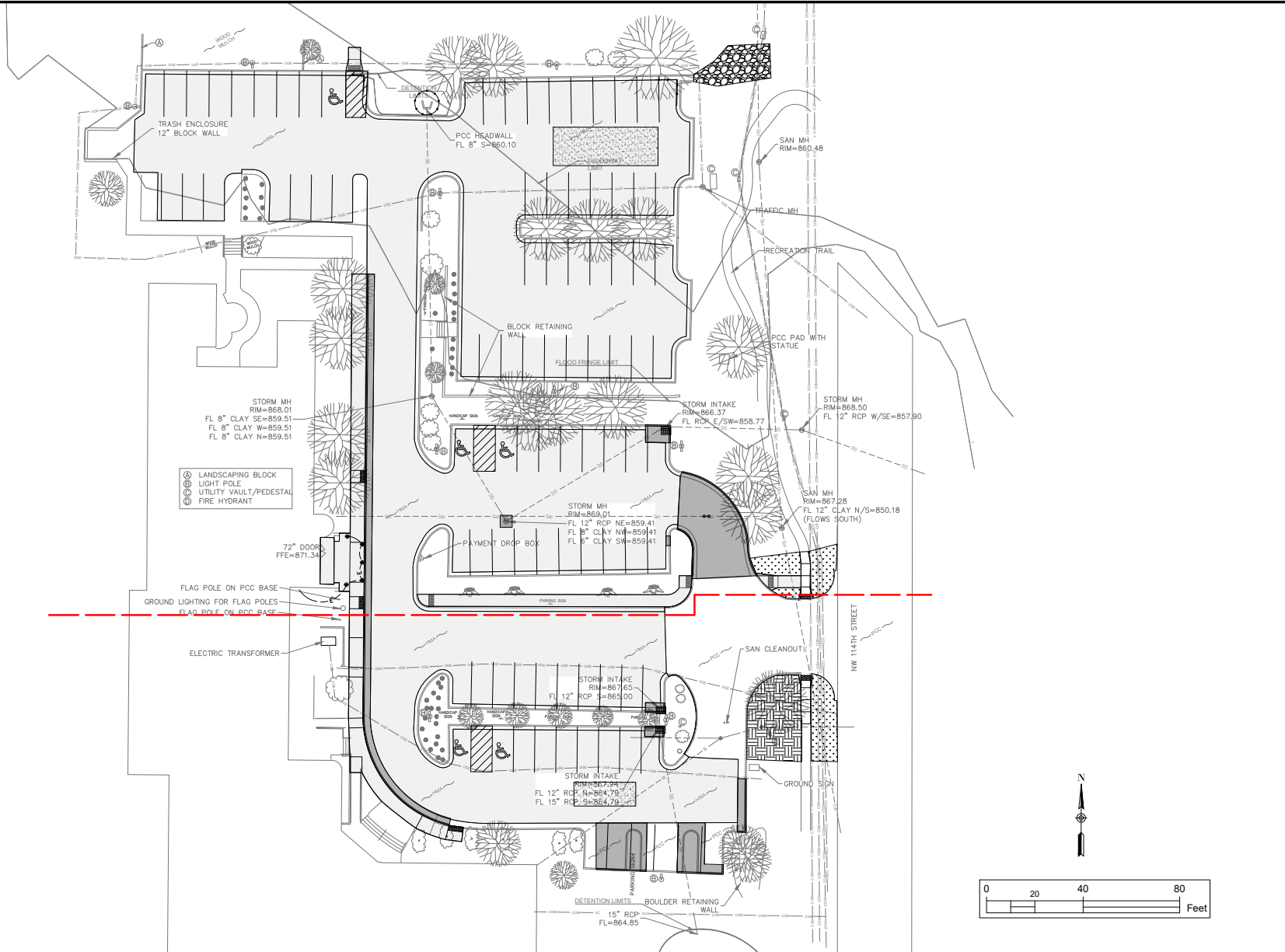
Engineer's Estimate	\$237,142.00
Grimes Asphalt & Paving Corporation	\$222,674.00
Des Moines Asphalt & Paving	\$225,196.20
InRoads, LLC.	\$250,544.00

Based on a review of the bids, City staff recommend that the low bid of Grimes Asphalt & Paving Corporation in the amount of \$222,674.00 be awarded.

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. Project Map



NO.	REVISIONS	APPROVED	DATE



Memo

TO: Mayor and Council members

FROM: Jonathan Cygan, Civil Engineer

DATE: March 12, 2026

RE: Resolution Approving Plans and Specifications

SYNOPSIS:

Attachments:

1. Resolution - Plans

RESOLUTION NO. _____

RESOLUTION APPROVING PLANS, SPECIFICATIONS, FORM OF
CONTRACT AND ESTIMATE OF COSTS FOR THE
CITY HALL PARKING LOT IMPROVEMENTS PROJECT

WHEREAS, on the _____ day of _____, 2026, plans, specifications, a form of contract and an estimate of costs were filed with the City of Clive, Iowa, for the City Hall Parking Lot Improvements 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 _____, 2026.

By: _____
John Edwards, Mayor

ATTEST:

By: _____
Matthew D. Graham, City Clerk



Memo

TO: Mayor and Council members
FROM: Jonathan Cygan, Civil Engineer
DATE: March 12, 2026
RE: Receipt of Bids

SYNOPSIS:

Attachments:

1. Bid Tab - City Hall Parking



BID TABULATION FORM
PROJECT: CITY HALL PARKING LOT IMPROVEMENTS PROJECT
BIDS RECEIVED: MARCH 4, 2026

ITEM	DESCRIPTION	QUANTITY	UNIT	Engineer's Opinion of Probable Construction Cost		Grimes Asphalt and Paving Corp. Des Moines, IA 10% Bid Bond		Des Moines Asphalt & Paving Ankeny, IA 10% Bid Bond		InRoads, LLC Des Moines, IA 10% Bid Bond	
				UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1	TOPSOIL, OFFSITE	56	CY	\$ 42.00	\$ 2,352.00	\$ 80.00	\$ 4,480.00	\$ 57.00	\$ 3,192.00	\$ 71.50	\$ 4,004.00
2	SANITARY SEWER CLEANOUT	1	EA	\$ 2,000.00	\$ 2,000.00	\$ 6,700.00	\$ 6,700.00	\$ 3,500.00	\$ 3,500.00	\$ 6,190.50	\$ 6,190.50
3	STORM SEWER INTAKE, SW-501	3	EA	\$ 5,000.00	\$ 15,000.00	\$ 4,500.00	\$ 13,500.00	\$ 7,000.00	\$ 21,000.00	\$ 4,350.00	\$ 13,050.00
4	MANHOLE ADJUSTMENT, MINOR	1	EA	\$ 1,800.00	\$ 1,800.00	\$ 1,135.00	\$ 1,135.00	\$ 1,800.00	\$ 1,800.00	\$ 1,250.00	\$ 1,250.00
5	REMOVE INTAKE	3	EA	\$ 1,000.00	\$ 3,000.00	\$ 600.00	\$ 1,800.00	\$ 1,326.00	\$ 3,978.00	\$ 8,220.00	\$ 24,660.00
6	CURB AND GUTTER, PCC, 3.0', 7"	267	LF	\$ 55.00	\$ 14,685.00	\$ 69.50	\$ 18,556.50	\$ 34.00	\$ 9,078.00	\$ 55.00	\$ 14,685.00
7	HMA PAVEMENT SAMPLES AND TESTING	1	LS	\$ 1,000.00	\$ 1,000.00	\$ 4,600.00	\$ 4,600.00	\$ 1,000.00	\$ 1,000.00	\$ 425.00	\$ 425.00
8	ASPHALT OVERLAY, 2" SURFACE, 1/2" NO FRICTION, PG 58-28S, ST	420	TON	\$ 140.00	\$ 58,800.00	\$ 118.00	\$ 49,560.00	\$ 110.00	\$ 46,200.00	\$ 140.00	\$ 58,800.00
9	SIDEWALK REMOVAL	195	SY	\$ 15.00	\$ 2,925.00	\$ 15.80	\$ 3,081.00	\$ 21.00	\$ 4,095.00	\$ 14.50	\$ 2,827.50
10	SIDEWALK, PCC, 6"	278	SY	\$ 80.00	\$ 22,240.00	\$ 61.50	\$ 17,097.00	\$ 76.50	\$ 21,267.00	\$ 65.00	\$ 18,070.00
11	DETECTABLE WARNINGS	62	SF	\$ 100.00	\$ 6,200.00	\$ 53.50	\$ 3,317.00	\$ 51.00	\$ 3,162.00	\$ 55.00	\$ 3,410.00
12	FULL DEPTH PATCH (PCC, 7")	201	SY	\$ 120.00	\$ 24,120.00	\$ 74.00	\$ 14,874.00	\$ 86.70	\$ 17,426.70	\$ 65.00	\$ 13,065.00
13	FULL DEPTH PATCH (HMA, 3")	110	SY	\$ 60.00	\$ 6,600.00	\$ 84.40	\$ 9,284.00	\$ 46.00	\$ 5,060.00	\$ 47.00	\$ 5,170.00
14	SUBBASE OVER-EXCAVATION (SUBGRADE REPAIR)	50	TON	\$ 50.00	\$ 2,500.00	\$ 95.73	\$ 4,786.50	\$ 37.00	\$ 1,850.00	\$ 50.00	\$ 2,500.00
15	HMA SURFACE MILLING, 2"	3,862	SY	\$ 5.00	\$ 19,310.00	\$ 4.25	\$ 16,413.50	\$ 4.00	\$ 15,448.00	\$ 6.50	\$ 25,103.00
16	PAVEMENT REMOVAL	82	SY	\$ 15.00	\$ 1,230.00	\$ 26.75	\$ 2,193.50	\$ 26.00	\$ 2,132.00	\$ 36.00	\$ 2,952.00
17	REMOVAL OF CURB (INCLUDES CURB CUTS)	52	LF	\$ 15.00	\$ 780.00	\$ 21.25	\$ 1,105.00	\$ 10.50	\$ 546.00	\$ 20.00	\$ 1,040.00
18	ELECTRICAL CONNECTION, CONDUIT, AND WIRING	1	LS	\$ 5,000.00	\$ 5,000.00	\$ 7,100.00	\$ 7,100.00	\$ 6,695.00	\$ 6,695.00	\$ 6,377.00	\$ 6,377.00
19	PAINTED PAVEMENT MARKING, DURABLE (Y4)	20	STA	\$ 150.00	\$ 3,000.00	\$ 360.00	\$ 7,200.00	\$ 336.00	\$ 6,720.00	\$ 320.00	\$ 6,400.00
20	PAINTED SYMBOL AND LEGENDS (WCSY)	5	EA	\$ 300.00	\$ 1,500.00	\$ 170.00	\$ 850.00	\$ 157.50	\$ 787.50	\$ 150.00	\$ 750.00
21	TEMPORARY TRAFFIC CONTROL	1	LS	\$ 2,500.00	\$ 2,500.00	\$ 1,620.00	\$ 1,620.00	\$ 1,522.50	\$ 1,522.50	\$ 1,450.00	\$ 1,450.00
22	SODDING	170	SY	\$ 10.00	\$ 1,700.00	\$ 16.70	\$ 2,839.00	\$ 15.75	\$ 2,677.50	\$ 15.00	\$ 2,550.00
23	FILTER SOCK, 12", INSTALLATION	100	LF	\$ 3.00	\$ 300.00	\$ 5.50	\$ 550.00	\$ 5.25	\$ 525.00	\$ 5.00	\$ 500.00
24	FILTER SOCK, 12", MAINTENANCE AND REMOVAL	100	LF	\$ 0.50	\$ 50.00	\$ 2.80	\$ 280.00	\$ 2.75	\$ 275.00	\$ 2.50	\$ 250.00
25	RIP RAP, EROSION STONE	20	TON	\$ 100.00	\$ 2,000.00	\$ 246.50	\$ 4,930.00	\$ 150.00	\$ 3,000.00	\$ 135.00	\$ 2,700.00
26	INLET PROTECTION DEVICE, DROP-IN, INSTALLATION	3	EA	\$ 250.00	\$ 750.00	\$ 195.00	\$ 585.00	\$ 183.75	\$ 551.25	\$ 175.00	\$ 525.00
27	INLET PROTECTION DEVICE, MAINTENANCE AND REMOVAL	3	EA	\$ 100.00	\$ 300.00	\$ 39.00	\$ 117.00	\$ 37.00	\$ 111.00	\$ 35.00	\$ 105.00
28	BOLLARD	5	EA	\$ 1,500.00	\$ 7,500.00	\$ 2,550.00	\$ 12,750.00	\$ 2,401.35	\$ 12,006.75	\$ 2,287.00	\$ 11,435.00
29	CONSTRUCTION SURVEY	1	LS	\$ 5,000.00	\$ 5,000.00	\$ 6,670.00	\$ 6,670.00	\$ 3,990.00	\$ 3,990.00	\$ 3,800.00	\$ 3,800.00
30	MOBILIZATION	1	LS	\$ 22,000.00	\$ 22,000.00	\$ 3,700.00	\$ 3,700.00	\$ 24,000.00	\$ 24,000.00	\$ 15,000.00	\$ 15,000.00
31	CONCRETE WASHOUT	1	LS	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,600.00	\$ 1,600.00	\$ 1,500.00	\$ 1,500.00
TOTAL CONSTRUCTION COST					\$ 237,142.00		\$ 222,674.00		\$ 225,196.20		\$ 250,544.00



Memo

TO: Mayor and Council members

FROM: Jonathan Cygan, Civil Engineer

DATE: March 12, 2026

RE: Resolution Awarding Contract - Grimes Asphalt and Paving Corp. -
\$222,674.00

SYNOPSIS:

Attachments:

1. Resolution - Award

RESOLUTION AWARDDING CONTRACT FOR THE
CITY HALL PARKING LOT IMPROVEMENTS PROJECT

WHEREAS, the plans, specifications, form of contract and estimate of costs for City Hall Parking Lot Improvements 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 \$222,674.00 by Grimes Asphalt and Paving Corp. 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 _____, 2026.

By: _____
John Edwards, Mayor

ATTEST:

By: _____
Matthew D. Graham, City Clerk



Memo

TO: Mayor and Council members

FROM: Jim Hagelie, Engineering Services Administrator

DATE: March 12, 2026

RE: Public Hearing - 2026 Arterial PCC Pavement Rehabilitation Project

SYNOPSIS:

Bids for the above referenced project were received on March 5, 2026. This street rehabilitation project will complete full-depth Portland Cement Concrete (PCC) patching on University Avenue between Lake Pointe Drive and NW 128th Street. Because of traffic volumes on University Avenue, the project plans and specifications call for the patching work to be completed overnight between the hours of 8:00 pm and 6:00 am.

A breakdown of the five bids received is as follows:

I-80 Concrete	\$439,150.00
The Concrete Company	\$460,125.00
Iowa Civil Contracting, Inc.	\$522,153.75
Brothers Concrete	\$578,831.50
MPS Engineers, PC	\$635,622.50

The engineer's Opinion of Probable Construction Cost was \$500,500.00. There is a late start date of July 6, 2026 and a substantial completion date of August 14, 2026 associated with work on this project. While I-80 Concrete has not previously been a prime contractor for the City, staff are familiar with their work as a subcontractor on several City projects in recent years. As a result, staff would recommend award to the low bidder, I-80 Concrete, in the amount of \$439,150.00.

Please feel free to contact me at 223-6231 prior to the meeting if you have any questions or would like to review the plans for the project.

Attachments:

None



Memo

TO: Mayor and Council members

FROM: Jim Hagelie, Engineering Services Administrator

DATE: March 12, 2026

RE: Resolution Approving Plans and Specifications

SYNOPSIS:

Attachments:

1. Resolution - plans

RESOLUTION NO. _____

RESOLUTION APPROVING PLANS, SPECIFICATIONS, FORM OF
CONTRACT AND ESTIMATE OF COSTS FOR
THE 2026 ARTERIAL PCC PAVEMENT REHABILITATION PROJECT

WHEREAS, on the _____ day of _____, 2026, plans, specifications, a form of contract and an estimate of costs were filed with the City of Clive, Iowa, for the 2026 Arterial PCC Pavement Rehabilitation 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 _____, 2026.

By: _____
John Edwards, Mayor

ATTEST:

By: _____
Matthew D. Graham, City Clerk



Memo

TO: Mayor and Council members

FROM: Jim Hagelie, Engineering Services Administrator

DATE: March 12, 2026

RE: Receipt of Bids

SYNOPSIS:

Attachments:

1. Bid Tabulation

BID TABULATION FORM
PROJECT: 2026 ARTERIAL PCC REHABILITATION PROJECT
BIDS RECEIVED: March 5, 2026

		Engineer's Opinion of Probable Construction Cost		I-80 Concrete Clive, IA 10% Bid Bond		The Concrete Contracting Co., Inc. Grimes, IA 10% Bid Bond		Iowa Civil Contracting, Inc. Victor, IA 10% Bid Bond		
ITEM	DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
BASE BID										
1.	Median, Dowelled, PCC	25.0 SY	\$ 200.00	\$ 5,000.00	\$ 150.00	\$ 3,750.00	\$ 195.00	\$ 4,875.00	\$ 191.80	\$ 4,795.00
2.	Full Depth Patches, PCC	2,225.0 SY	\$ 180.00	\$ 400,500.00	\$ 172.00	\$ 382,700.00	\$ 180.00	\$ 400,500.00	\$ 201.15	\$ 447,558.75
3.	Subgrade Repair	250.0 Ton	\$ 40.00	\$ 10,000.00	\$ 30.00	\$ 7,500.00	\$ 25.00	\$ 6,250.00	\$ 48.00	\$ 12,000.00
4.	Temporary Traffic Control	1.0 LS	\$ 22,500.00	\$ 22,500.00	\$ 8,000.00	\$ 8,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00
5.	Flagger	30.0 Each	\$ 500.00	\$ 15,000.00	\$ 450.00	\$ 13,500.00	\$ 580.00	\$ 17,400.00	\$ 575.00	\$ 17,250.00
6.	Seed, Fertilize and Mulch	1.0 LS	\$ 6,000.00	\$ 6,000.00	\$ 5,000.00	\$ 5,000.00	\$ 4,000.00	\$ 4,000.00	\$ 1,975.00	\$ 1,975.00
7.	Primary Slurry Control	1.0 LS	\$ 7,500.00	\$ 7,500.00	\$ 6,000.00	\$ 6,000.00	\$ 3,500.00	\$ 3,500.00	\$ 4,525.00	\$ 4,525.00
8.	Secondary Slurry Control - Grate Intake Sediment Filter Bag	18.0 Each	\$ 500.00	\$ 9,000.00	\$ 150.00	\$ 2,700.00	\$ 200.00	\$ 3,600.00	\$ 225.00	\$ 4,050.00
9.	Mobilization	1.0 LS	\$ 25,000.00	\$ 25,000.00	\$ 10,000.00	\$ 10,000.00	\$ 5,000.00	\$ 5,000.00	\$ 15,000.00	\$ 15,000.00
TOTAL CONSTRUCTION COST				\$ 500,500.00		\$ 439,150.00		\$ 460,125.00		\$ 522,153.75
		Brothers Concrete Des Moines, IA 10% Bid Bond		MPS Engineers, PC Des Moines, IA 10% Bid Bond						
ITEM	DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
BASE BID										
1.	Median, Dowelled, PCC	25.0 SY	\$ 120.00	\$ 3,000.00	\$ 88.00	\$ 2,200.00				
2.	Full Depth Patches, PCC	2,225.0 SY	\$ 225.34	\$ 501,381.50	\$ 228.50	\$ 508,412.50				
3.	Subgrade Repair	250.0 Ton	\$ 25.00	\$ 6,250.00	\$ 33.00	\$ 8,250.00				
4.	Temporary Traffic Control	1.0 LS	\$ 25,000.00	\$ 25,000.00	\$ 30,250.00	\$ 30,250.00				
5.	Flagger	30.0 Each	\$ 250.00	\$ 7,500.00	\$ 645.00	\$ 19,350.00				
6.	Seed, Fertilize and Mulch	1.0 LS	\$ 4,500.00	\$ 4,500.00	\$ 3,150.00	\$ 3,150.00				
7.	Primary Slurry Control	1.0 LS	\$ 3,500.00	\$ 3,500.00	\$ 4,950.00	\$ 4,950.00				
8.	Secondary Slurry Control - Grate Intake Sediment Filter Bag	18.0 Each	\$ 150.00	\$ 2,700.00	\$ 170.00	\$ 3,060.00				
9.	Mobilization	1.0 LS	\$ 25,000.00	\$ 25,000.00	\$ 56,000.00	\$ 56,000.00				
TOTAL CONSTRUCTION COST				\$ 578,831.50		\$ 635,622.50				



Memo

TO: Mayor and Council members

FROM: Jim Hagelie, Engineering Services Administrator

DATE: March 12, 2026

RE: Resolution Awarding Contract - I-80 Concrete - \$439,150.00

SYNOPSIS:

Attachments:

1. Resolution - award

RESOLUTION NO. _____

RESOLUTION AWARDING CONTRACT FOR THE
2026 ARTERIAL PCC PAVEMENT REHABILITATION PROJECT

WHEREAS, the plans, specifications, form of contract and estimate of costs for the 2026 Arterial PCC Pavement Rehabilitation 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 \$439,150.00 by I-80 Concrete 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 _____, 2026.

By: _____
John Edwards, Mayor

ATTEST:

By: _____
Matthew D. Graham, City Clerk



Memo

TO: Mayor and Council members

FROM: Matt McQuillen, City Manager

DATE: March 12, 2026

RE: Clive 10-Year Financial Model Review - Public Financial Management

SYNOPSIS:

Over the past number of months, staff have been working with the PFM Team to develop a ten-year financial forecasting model for the City of Clive as we work to determine the near and long-term financial needs and challenges for the City. At the end of the March 12 meeting, we will have a discussion item to provide an opportunity for Randy Bauer (Director for PFM Group Consulting) to provide a brief overview of the project and objectives, followed by the City Manager and Finance Manager briefly running through the actual Excel-based financial model to show the capabilities and staff's thoughts on how the model will be used for future financial scenario development and decision-making. Included in the packet is a copy of Randy's slide deck for your review prior to the meeting.

Attachments:

1. PFM Clive Model Summary_03.06.2026



City of Clive

Multi-year Forecast

Presented by
Randall Bauer, Director

January 23, 2025

PFM Group Consulting LLC.

801 Grand Avenue
33rd Floor
Des Moines, IA 50309

(515) 243.2600
www.pfm.com



Agenda

- Project Background.
- PFM Approach.
- Explanation of the Model.
- Multi-year Financial Plans and Budgeting.
- Next steps.



Project Background

- The City requested assistance with a proactive analysis of how it may be impacted by reduced revenue growth related to a slowdown in new development.
- To help inform City subject matter experts and policymakers, PFM and City staff collaborated on a long-term revenue and expenditure model that identifies the City's likely fiscal condition over the next 10 years.
 - PFM's Management and Budget Consulting Practice has created Excel-based models for state and local governments in all regions of the U.S.
 - Approximately 150 since 2009, with cities ranging in size from Newville, PA (population 1,423) to Houston, TX (population 2.3 million).
- The starting point for the model is historic City revenue and expenditure data, which encompassed over 600 revenue and 1,100 expenditure line items.
 - PFM conducted detailed interviews with City Department Directors and subject matter experts to clarify and organize the data for developing a baseline by Fund type.
 - PFM also worked with City staff to model revenue and expenditure assumptions and forecasts for future years.
 - PFM also assisted with developing initiatives to increase revenue or reduce expenditures.



Clive Project Approach

1. Provided a detailed data and information request.
2. Conducted interviews with City leadership and subject matter experts.
 - Leadership interviews focused on strategic direction, priorities, new initiatives.
 - Subject matter expert interviews discussed how work is done and questions related to developing models and assumptions.
3. Built out the multi-year financial projection model.
 - The project team interacted in an iterative process with City staff to get this right.
 - Growth rate assumptions and possible initiatives were discussed and validated.
4. Finalizing the model and draft report
 - The City has been working with the provided model.
 - PFM will draft a final report and provide full model documentation.
5. The model will be licensed to the City for its exclusive use (fee of \$1.00 for 99 years).



Model Components: Growth Rate Assumptions

- A key driver of formulas are multiple assumptions related to growth rates.
- Growth rates are a part of the formula for most out-year revenue and expenditure assumptions.
- These can all be modified, and the model numbers can change in real time.
- The following are selected cells, growth rates, and the source/rationale for each from the model:

Growth Rate Assumptions								
GR	GR Name	2027	2028	2029	2030	2031	2032	Notes/Sources
5	2026 Property Tax Reform	2.7%	4.0%	2.0%	3.0%	1.0%	2.0%	FA Model
6	HF718 Property Tax	2.7%	2.0%	2.0%	2.0%	1.0%	2.0%	FA Model
7	Capital Outlay	-30.3%	-53.7%	-2.4%	18.6%	0.0%	0.0%	CIP through FY30
8	Inflation	2.4%	2.4%	2.4%	2.4%	2.4%	2.4%	Federal Reserve Projections
9	Water Sales	2.0%	3.0%	3.0%	3.0%	3.0%	3.0%	From Clive Water Projections
10	Stormwater	3.5%	4.5%	4.5%	4.5%	4.5%	4.5%	From Clive Stormwater Projections
11	Sewer	4.0%	5.5%	5.5%	5.5%	5.5%	5.5%	From Clive Sewer Projections
12	Debt Service	-10.1%	1.0%	-3.6%	-4.2%	-4.3%	-5.6%	From PFM Debt Obligation
14	Salary and Benefits	5.0%	4.5%	4.5%	4.5%	4.5%	4.5%	From City GF projections
15	State Shared Revenues CAGR	2.5%	2.5%	2.5%	2.5%	2.5%	2.5%	Shared Revenue CAGR
16	Fee Revenue CAGR	3.5%	3.5%	3.5%	3.5%	3.5%	3.5%	Fee Revenue CAGR, 2019-2024
17	LOST	11.1%	7.2%	-4.6%	0.0%	3.5%	3.5%	Projections through FY 28, FY 21-24 CAGR for out years
18	Bond Proceeds	-8.1%	1.7%	-0.5%	0.2%	0.4%	0.4%	Projections through FY30, then FY27-FY30 CAGR
19	Health Insurance	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	Based off EBS/ IGCHP Renewal Rates
20	Police (Blended)	5.4%	5.6%	5.6%	5.6%	5.6%	5.6%	
21	Fire (Blended)	4.4%	4.2%	4.2%	4.2%	4.2%	4.2%	
22								



Model Components: Initiatives

- The model's initiatives tab allows for calculations of changes in revenues or expenditures for a variety of City actions.
- These can be turned on or off or the year where the change is made can be moved.
- When the initiative is turned on, it impacts on the baseline in the model.
- The following is a screen shot of some of the possible initiatives included in the model.

				Initiative Impact			
Category	Switch	Initiative	Initiative Name	Roll-up Name	2027	2028	2029
Cost Efficiencies/Reductions	Off	1	Elimination of Station 22 Agreement	Intergovernmental - Dispatch and Fir	(577,000)	(590,848)	(605,000)
Other	Off	2	FY2026 Property Tax Reform	Real Estate Tax	585,703	966,085	1,410,000
Cost Efficiencies/Reductions	Off	3	50% reduction in salary increases	Salaries and Wages	(95,711)	#VALUE!	#VALUE!
Cost Efficiencies/Reductions	On	4	Training, Conference, Travel Cost Cuts (50%)	Other Personnel Expenses	(153,500)	#VALUE!	#VALUE!
Streetlight Expense Re-Allocation	On	5	50% Shift of Street Light Expenses to Road Use Tax Fund		\$108,250	\$110,848	\$113,000
Streetlight Expense Re-Allocation	Off	6	100% Shift of Street Light Expenses to Road Use Tax Fund		\$216,500	\$221,696	\$227,000
Initiation of Insurance Levy	Off	7	Start Insurance Levy at \$0.01	Other Taxes	\$18,000	\$18,000	\$18,000
Initiation of Insurance Levy	Off	8	Start Insurance Levy at \$0.05	Other Taxes	\$90,000	\$90,000	\$90,000
Initiation of Insurance Levy	Off	9	Start Insurance Levy at \$0.10	Other Taxes	\$180,000	\$180,000	\$180,000
Initiation of Insurance Levy	Off	10	Start Insurance Levy at \$0.15	Other Taxes	\$270,000	\$270,000	\$270,000
Initiation of Insurance Levy	Off	11	Start Insurance Levy at \$0.20	Other Taxes	\$360,000	\$360,000	\$360,000
Initiation of Insurance Levy	Off	12	Start Insurance Levy at \$0.22	Other Taxes	\$396,000	\$396,000	\$396,000
Revenue Optimization	Off	13	Charge Customers Credit Card Fees	Fees	\$170,000	\$173,400	\$176,000
Revenue Optimization	Off	14	Reinstate Administrative Fees on Solid Waste Billing	Fees	\$146,520	\$151,599	\$156,000
Revenue Optimization	Off	15	Increase non-resident season pass fees to Clive Aquatic Center	Licenses and Permits	\$6,390	\$6,543	\$6,696
Capital Projects Pull Back	Off	16	Pull Back on Capital Projects (% reduction)	Capital Outlay	0	0	#VALUE!
Capital Projects Pull Back	Off	18	Pull Back on Capital Projects (\$2.5M increment reduction)	Capital Outlay	0	0	#VALUE!
Spend 95% of Budget Expenditures	On	19	Spend 95% of budgeted expenditures				
Revenue Optimization	Off	20	Surcharge on Water/Sewer Paper Utility Bills	Sewer	\$4,608	\$4,718	\$4,828



Multi-Year Financial Plans – A Budgeting Best Practice

- A single year budget provides little opportunity for a longer look at trends and emerging factors.
- This can lead to a ‘can’t see the forest for the trees’ form of budget myopia.
- Fitch Ratings aptly described the value of a multi-year financial plan:

“The multiyear plan’s value is to anticipate future challenges that may be encountered due to projected revenue and expenditure imbalances. This allows executives and legislators to ‘get in front of’ potential budget stress and take corrective action long before budgetary gaps develop into crises. The multiyear plans for New York and Philadelphia serve as good models that can be emulated by local governments, large and small.”

- The Philadelphia multi-year plan was the first done by PFM.
 - In many instances, local governments have retained PFM to update the models, on a regular or semi-regular basis.
 - For Clive, budgetary unknowns (such as the legislature’s constant changes to property tax law) can be modified in the model once there is better clarity.



Next Steps

- The original proposal provided for two additional phases.
- Phase 2 provides for benchmarking Clive with other upper-Midwest suburban cities who are or have encountered similar growth challenges.
 - This has been approved and added to the contract for the Phase 1 multi-year financial modeling.
 - PFM did background research and provided a set of peers for benchmarking, and City leadership has requested some additional peers.
 - PFM has been doing background research to finalize a revised list.
- Phase 3, should the City choose to undertake it, would identify and analyze economic and community development strategies for Clive.
 - The City is awaiting actions by the Legislature to determine if/when to go forward with that phase.
 - That phase would likely take place in the 2026 summer months.

Questions and Discussion





Memo

TO: Mayor and Council members

FROM: Matt McQuillen, City Manager

DATE: March 12, 2026

RE: Discuss Litigation Strategy - Pursuant to Iowa Code Section 21.5(1)(c)

SYNOPSIS:

The City Attorney requests the Clive City Council go into Closed Session pursuant to Iowa Code Section 21.5(1)(c) to discuss litigation strategy.

Attachments:

1. Jones-Clive Timeline 2-19-26
2. ICRC 26-02-11 Initial Information Request - Failure to Promote
3. Jones Settlement Agreement - Signed



Memo

TO: Mayor and Council members

FROM:

DATE: March 12, 2026

RE: Motion to Approve Settlement Agreement

SYNOPSIS:

Attachments:

None



Memo

TO: Mayor and Council members

FROM: Matthew Graham, City Clerk

DATE: March 12, 2026

RE: Bravo Greater Des Moines Grant Program Thank You Letters

SYNOPSIS:

Attachments:

1. Bravo Thank You Letters



We sing music that matters.

January 11, 2026

Mayor and Members of the City Council
Clive, Iowa

Dear Mayor and Council Members,

On behalf of the Des Moines Gay Men's Chorus, thank you for your partnership with Bravo Greater Des Moines and for your community's commitment to sustaining arts and culture. Because investments from cities like yours make Bravo's grantmaking possible, the DMGMC is **honored to receive \$46,400 in operating support for 2026**. We are deeply grateful for this investment.

Your support allows the DMGMC to produce performances and community programs that cultivate belonging and celebrate LGBTQ+ lives in ways that strengthen the region. Last year, **more than 21,000 people experienced our work**

in person across Central Iowa. Our appearances at Pride celebrations, cultural festivals, youth events, and civic gatherings help make the arts more accessible and visible to people who may not see themselves reflected in traditional spaces.

Funding from Bravo has also helped the DMGMC navigate a period of leadership transition while maintaining artistic excellence and responsible governance. We strengthened internal systems, stabilized operations, and prepared for the successful recruitment of our next Artistic Director.

Our work contributes to a stronger regional economy by bringing audiences into local venues, supporting small businesses, and encouraging visitors to explore the cities where we perform. Just as importantly, it supports LGBTQ+ Iowans who seek places where they can show up fully and safely as themselves. **The arts are part of what makes a community feel like home**. We are proud to be part of this shared effort and grateful for your role in making it possible.

With appreciation,

Paul S. Hengesteg, Ph.D. (he/him/his)
President, DMGMC Board of Directors
Singing Member since 2014

DES MOINES METRO OPERA

January 8, 2026

John Edwards
Attn: City Clerk
1900 NW 114th St
Clive, IA 50325

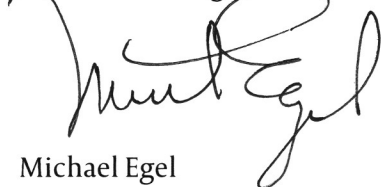
Dear John,

On behalf of Des Moines Metro Opera's Board of Directors, staff, artists, volunteers and patrons, please accept our sincere gratitude to you and the City of Clive for your crucial investment in BRAVO Greater Des Moines and its Cultural Leadership Grant program. Your support provides vital operational funding for Des Moines Metro Opera, sustaining our flagship Summer Festival, nationally recognized music educational programs and community driven civic engagement. Each of these programs enriches the Greater Des Moines area, improving the quality of life for local residents and strengthening the region's appeal.

World class art is happening in central Iowa. Des Moines Metro Opera continues to attract audiences from across the country and around the world, contributing significantly to Central Iowa's economic and cultural profile. Our performances draw visitors from 42 states and 6 countries who support local businesses and tourism, while national and international recognition – including a glowing July 2025 profile in *The New York Times* and a nomination for Festival of the Year at the International Opera Awards – enhances the visibility and stature of the region. At the same time, Des Moines Metro Opera takes pride in our strong local footprint, engaging thousands of Midwest residents annually for our mainstage season and educational programming offered throughout BRAVO's partner municipalities.

We are proud to call Central Iowa home and to share BRAVO's belief that the arts are a powerful catalyst for fostering connection and strengthening our community. Through our programming, we bring people together across diverse backgrounds and perspectives, expand access to high quality arts education and help build a vibrant, inclusive region where creativity and civic life thrive.

With immense gratitude,



Michael Egel
General and Artistic Director



Scott Arens
Director of Advancement

January 12, 2026

Thank you!



Dear Mayor Edwards,

I am writing to you today to say THANK YOU for the support that Clive contributes to Bravo Greater Des Moines' support of Hoyt Sherman Place. Access to arts and culture enhances lives and Hoyt Sherman Place is committed to creating outstanding cultural, historical, and educational experiences for the benefit of greater Des Moines residents. Without the support of funding for general operating support, the Hoyt Sherman Place mansion museum and art galleries would not be able to stay open and free to the public Monday through Friday, removing a key cultural barrier for access to cultural activities.

We are deeply grateful for your support of Bravo Greater Des Moines and the thriving arts and culture ecosystem in Central Iowa. Since its founding, Bravo has invested more than \$72 million of public funds into arts and culture organizations across the metro through accountable, efficient, and impactful grantmaking. The 83 organizations supported by Bravo provide more than 4 million arts and culture experiences annually, generating \$15 million annually in state and local tax receipts. Without this economic engine, every household in Polk County would have to pay an additional \$150/year to replace lost revenue.

In 2025, Hoyt Sherman Place was honored to receive the Tourism Champion award from Catch Des Moines, recognizing our role in hosting major events that drive tourism. For the fifth time, the American College Theater Festival generated more than 600 hotel room nights in the dead of January, and over 500 people from across the country attended an eight-day Community Theater Festival this past summer.

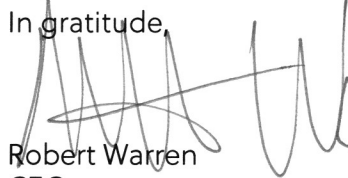
Hoyt Sherman Place is also supported directly by members of your community. In 2025,


- 1,145 Clive residents purchased a ticket to an event spending \$11,466.
- Constituents of Clive made personal donations of more than \$20,353 to Hoyt Sherman Place.

Additionally, ticket buyers from more than 50 miles away made up 33% of Hoyt Sherman Place attendees spending \$1,457,000 on tickets in addition to contributing to local restaurants and hotels.

With more than 300 events annually, from nationally recognized performers to community classes, weddings, and free access to our museum and galleries, Hoyt Sherman Place offers something for everyone. We look forward to impacting more than 100,000 people in 2026 and thank you for your continued support in making these experiences accessible to Central Iowa residents.

In gratitude,


Robert Warren
CEO
(515) 348-6943
warren@hoytsherman.org


Anna Cramer
Development Director
(515) 348-6949
cramer@hoytsherman.org



January 2026

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

Dear Mayor Edwards:

Thank you for your generous support through Bravo Greater Des Moines' Operating Grant Program. With your partnership, more than 350,000 people – over 70% from Bravo communities – experience free access to art every year through the Des Moines Art Center and Pappajohn Sculpture Park. Your investment helps us provide free admission to our exhibitions, art galleries, and educational programs. We also offer high-quality studio classes for youth and adults across the region. Residents from every Bravo community actively participate in these offerings, benefiting from the learning, connection, and cultural enrichment they provide.

We continue to see strong results. Gallery attendance in 2025 rose by more than 25%, supported by an exceptional exhibition program featuring internationally recognized artists such as Firelei Báez and the first solo museum show for Iowa artist Ben Millett. Participation in our education programs remained robust, with more than 9,000 K-12 students from over 100 schools participating, including students from nearly every school district in Bravo communities.

Our Community Access Program, an initiative that works with local community partners to offer free art workshops to individuals who face social, cultural, economic, or physical barriers to access, celebrated its 25th year. The program also added new non-profit partners that specialize in delivering social services to metro residents, including ChildServe in Johnston, which supports children with developmental delays and special healthcare; Candeo, which serves adults with disabilities in Polk County; and Norwalk Friends Club, a social club for adults with intellectual disabilities. We also launched a multi-year plan to enhance the Pappajohn Sculpture Park and preserve our architectural landmarks, ensuring these spaces continue to provide meaningful art experiences for the region.

In 2026, we will continue our strategic focus on drawing more visitors from the cities and suburbs around Des Moines by providing multiple points of engagement across our galleries, studios, and sculpture park. As part of this work, we have launched a new Social Saturdays program on the second Saturday of each month, offering free, welcoming, and dynamic experiences where visitors of all ages can discover creativity, connection, and community through activities in our galleries and studios.

In gratitude for your support and partnership, we will host a special Bravo Community Partner Day on July 11, 2026, from 11 a.m. to 2 p.m., as part of our Social Saturdays program. We invite you to attend and share this opportunity with the members of your community through your newsletters and website. Additional information is enclosed, and further details will follow.

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

January 20, 2026

Dear Mayor Edwards and Council Members,

The Italian-American Cultural Center of Iowa and its Heritage Advisory Council wish to thank you as one of the local government partners of Bravo Greater Des Moines for your continued support of the mission and purpose of Bravo. The assistance we receive from the grants they offer assist the Cultural Center in continuing its programs and events.

Support from Bravo has been instrumental in helping the Italian-American Cultural Center of Iowa share the Italian heritage with the people of Iowa and to better provide educational and informative activities to our target audience. We have done this through our genealogy classes, Italian language classes, cooking demonstrations, and summer children's Italian day camp as well as our traditional Italian cultural celebrations. These events and celebrations are able to be offered free or at a reduced charge because of the help we receive from our BRAVO grant.

Your investment in Bravo betters our State and its people in every way. Thank you again for your continued support.

Therese Riordan

Therese Riordan- Chairperson
Heritage Advisory Council
Italian-American Cultural Center of Iowa

December 22, 2025

Matt McQuillen
City of Clive
1900 NW 114th St
Clive, IA 50325

Dear Matt,

I'm writing to express my immense gratitude for the contributions that the city of Clive makes to Bravo Greater Des Moines. Your generosity supports the mission-driven initiatives at Des Moines Performing Arts (DMPA) including the Applause Series, Iowa High School Musical Theater Awards, Summer Camps, Free Outdoor Family Events, and Access Broadway. DMPA's education and community engagement programs ignite creativity, nurture curiosity, and help individuals see the world – and their role in it – in new and meaningful ways. Clive's contributions play a vital role in ensuring that more than 50,000 students, their families, and educators from central Iowa enjoy the opportunity to experience the profound impact of live theater, seeing themselves reflected in the artists on stage with financial barriers of ticket cost and transportation removed.

Des Moines Performing Arts is proud to call central Iowa home and grateful to contribute to the vibrancy of its quality of life. The arts play a critical role in fostering vibrant and inclusive communities where people want to live, work, and play. DMPA ensures that arts and culture are accessible to everyone, and it enriches public life in social, cultural, educational, and economic ways as it serves more than 350,000 individuals in central Iowa each year by providing live theater, music and dance. During the 2024-2025 season, the Clive community engaged with and supported DMPA's programming in the following ways:

- 7,987 people from your community attended at least one performance in one of our venues.
- 688 of those attendees are season ticket holders.
- 920 students and educators experienced one of DMPA's education and community engagement programs, such as the Applause Series where tickets are only \$1 to attend a performance.
- 236 Clive households care so deeply about the mission of DMPA that they make a personal donation annually.

Like Bravo, DMPA believes the arts help build a common language that allows people with different views and perspectives to come together. Through arts programming, we build bridges into and within the communities we serve, utilizing the unique ability of the arts to increase understanding and unity among the diverse groups of people who call central Iowa home.

A vibrant cultural ecosystem helps attract and retain people and nurtures the skills they need to perform Iowa's jobs of today and tomorrow. Such vibrancy simply wouldn't be possible without the support of reliable and sustainable funding like that provided by Bravo Greater Des Moines. Thank you for your continued investment in Bravo and in our communities. We are honored to be recognized as a recipient of Bravo's Cultural Leadership Grant. Thank you for being an essential part of our journey and for helping us bring the magic of live theater to the hearts and minds of our community.

With gratitude,



Tim McMillin

Vice President of Development



December 31, 2025

The Honorable John Edwards
Mayor of Clive
City Hall
1900 NW 114th Street
Clive, IA 50325

Dear Mayor Edwards,

Thank you so much for Clive's support of regional arts and culture through Bravo Greater Des Moines. Living History Farms is deeply grateful to have received funding from Bravo Greater Des Moines to support our daily operations.

This support allows us to provide hands-on, immersive programming for tens of thousands of students, families, and visitors from across the state of Iowa. Your investment this year directly enables us to plan and deliver an exciting lineup of **America250-themed programs and events** in 2026 that bring history to life for all ages. Highlights include:

- **The Road to Liberty** — An ongoing interactive exhibit exploring the signers of the Declaration of Independence and key moments from the nation's founding.
- **Living History Farms Spelling Bee** — Our regional Scripps National Spelling Bee on March 7, with the champion advancing to the national competition.
- **Folk Art Fair** on April 25 — Celebrating Iowa artisans and traditional crafts throughout the 1876 town of Walnut Hill.
- **Barnyard Readers** — A family-focused literacy program connecting early readers with history through storytelling and hands-on experiences in our historic farm settings.
- **Living History Farms Book Club** — A new community book club inviting adults to explore American history and culture through curated readings tied to America250 themes.
- **Independence Day + America's Picnic** and other family-friendly celebrations throughout the summer.

These programs reflect our commitment to engaging the community in meaningful ways while honoring America's 250th anniversary through education, reflection, and celebration. Your support ensures that every guest, event participant, and student has an experience that is both fun and educational.

Because of your generosity, history truly comes alive each day at Living History Farms. Thank you for helping us inspire curiosity, learning, and connection across generations.

Sincerely,

A handwritten signature in black ink, appearing to read "Ruth Haus", with a long horizontal flourish extending to the right.

Ruth Haus
President

Thank you!

January 12, 2026



Dear City Manager McQuillen,

I am writing to you today to say THANK YOU for the support that Clive contributes to Bravo Greater Des Moines' support of Hoyt Sherman Place. Access to arts and culture enhances lives and Hoyt Sherman Place is committed to creating outstanding cultural, historical, and educational experiences for the benefit of greater Des Moines residents. Without the support of funding for general operating support, the Hoyt Sherman Place mansion museum and art galleries would not be able to stay open and free to the public Monday through Friday, removing a key cultural barrier for access to cultural activities.

We are deeply grateful for your support of Bravo Greater Des Moines and the thriving arts and culture ecosystem in Central Iowa. Since its founding, Bravo has invested more than \$72 million of public funds into arts and culture organizations across the metro through accountable, efficient, and impactful grantmaking. The 83 organizations supported by Bravo provide more than 4 million arts and culture experiences annually, generating \$15 million annually in state and local tax receipts. Without this economic engine, every household in Polk County would have to pay an additional \$150/year to replace lost revenue.

In 2025, Hoyt Sherman Place was honored to receive the Tourism Champion award from Catch Des Moines, recognizing our role in hosting major events that drive tourism. For the fifth time, the American College Theater Festival generated more than 600 hotel room nights in the dead of January, and over 500 people from across the country attended an eight-day Community Theater Festival this past summer.

Hoyt Sherman Place is also supported directly by members of your community. In 2025,

- 1,145 Clive residents purchased a ticket to an event spending \$11,466.
- Constituents of Clive made personal donations of more than \$20,353 to Hoyt Sherman Place.

Additionally, ticket buyers from more than 50 miles away made up 33% of Hoyt Sherman Place attendees spending \$1,457,000 on tickets in addition to contributing to local restaurants and hotels.

With more than 300 events annually, from nationally recognized performers to community classes, weddings, and free access to our museum and galleries, Hoyt Sherman Place offers something for everyone. We look forward to impacting more than 100,000 people in 2026 and thank you for your continued support in making these experiences accessible to Central Iowa residents.

In gratitude,

Robert Warren
CEO
(515) 348-6943
warren@hoytsherman.org

Anna Cramer
Development Director
(515) 348-6949
cramer@hoytsherman.org



Memo

TO: Mayor and Council members

FROM: Matthew Graham, City Clerk

DATE: March 12, 2026

RE: Urbandale Voluntary Annexation Notice

SYNOPSIS:

Attachments:

1. Urbandale Annexation Notice

NOTICE OF APPLICATION FOR VOLUNTARY ANNEXATION OF
PROPERTY TO THE CITY OF URBANDALE, IOWA; AND THE
PUBLIC HEARING THEREON

The City Council of the City of Urbandale, State of Iowa, will hold a public hearing before itself at its meeting which commences at 5:30 PM on March 17, 2026, in the Council Chambers, 3600 86th St., Urbandale, IA 50322, to consider an application for the voluntary annexation of territory into the City of Urbandale owned by the J. Dennis Bohrofen, which proposed territory for annexation includes the property described as follows:

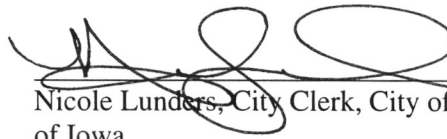
The Northeast Quarter of the Northeast Quarter of Section 12, Township
79 North, Range 26 West of the 5th P.M., in Dallas County, Iowa.

AND

The Southeast Quarter of the Northeast Quarter of Section 12, Township 79
North, Range 26 West of the 5th P.M., in Dallas County, Iowa.

Additional information regarding the proposed annexation may be obtained in the office of the City Clerk, City Hall, City of Urbandale, Iowa. Any person or organization desiring to be heard shall be afforded an opportunity to be heard at such hearing. This notice is given by order of the City Council of the City of Urbandale, State of Iowa, as provided by Section 368.7 of the Code of Iowa.

Dated this 20th day of January, 2026.



Nicole Lunders, City Clerk, City of Urbandale, State
of Iowa

4926-9646-0421-1\11285-1019

RESOLUTION NO. 021-2026

RESOLUTION ACCEPTING FOR FILING AN APPLICATION FOR VOLUNTARY ANNEXATION OF CERTAIN LAND TO THE CITY OF URBANDALE, IOWA, SETTING THE DATE FOR A PUBLIC HEARING AND A CONSULTATION MEETING, AND PROVIDING FOR NOTICE OF PROPOSED CITY COUNCIL ACTION

WHEREAS, J. Dennis Bohrofen (the "Owner"), being the owner of all of the property legally described below, has initiated the voluntary annexation to the City of Urbandale, Iowa (the "City") to become part of the City and the Urbandale Sanitary Sewer District, which property is legally described as follows:

The Northeast Quarter of the Northeast Quarter of Section 12, Township 79 North, Range 26 West of the 5th P.M., in Dallas County, Iowa.

AND

The Southeast Quarter of the Northeast Quarter of Section 12, Township 79 North, Range 26 West of the 5th P.M., in Dallas County, Iowa.

WHEREAS, the application for annexation is intended to become part of the City and the Urbandale Sanitary Sewer District; and

WHEREAS, all the above-described property is located in Dallas County, Iowa, within the corporate limits of the City of Urbandale, Iowa; and

WHEREAS, the above-described property shall comprise a single territory proposed for annexation to the City; and

WHEREAS, the Annexation Territory is within the urbanized area of the City of Urbandale, Iowa, and is part of a 100% voluntary request by the property owner for annexation, accordingly, pursuant to Iowa Code Chapter 368.7, the proposed annexation must be submitted to the City Development Board; and

WHEREAS, in accordance with Iowa Code Section 368.7, the City shall hold a public hearing on the Application before approving or denying it; and

WHEREAS, before the proposal for annexation may be acted upon, the City is required to mail a copy of the application and notice of the public hearing, by certified mail, at least fourteen (14) business days prior to City Council action on the Application, to (1) the board of supervisors of each county containing a portion of the Annexation Territory (2) the township trustees of each township containing a portion of the Annexation Territory, (3) each affected public utility; (4) the

city council of each city whose boundaries adjoin or are within 2 miles of the Annexation Territory, and (5) the regional planning authority for the Annexation Territory.

WHEREAS, before the proposal for annexation may be acted upon, the City is also required to mail a copy of the Application, by regular mail, at least fourteen (14) business days prior to City Council action on the Application, to (1) the chairperson of the board of supervisors of each county containing a portion of the Annexation Territory and (2) each property owner of property adjacent to the Annexation Territory (except if the adjacent property is located within a city); and

WHEREAS, in accordance with Iowa Code Section 368.7, at least fourteen (14) business days before the foregoing notices are mailed, the City is required to hold a consultation meeting with each county and township that contains all or a portion of the Annexation Territory; and

WHEREAS, before the proposal for annexation may be acted upon, notice of the Application must be published in an official county newspaper in the county in which the property to be annexed is contained, at least ten (10) business days prior to City Council action on the application; and

WHEREAS, the City Council wishes to give proper consideration to the application for annexation under the procedures outlined in Iowa Code Chapter 368 for this 100% voluntary boundary adjustment, and deems it appropriate to approve the time and place for a consultation meeting thereon, to set a time and place of public hearing thereon, to direct the publication of notice and the mailing of notice, both to include the time and place of hearing on and the legal description of the property proposed to be annexed, in accordance with law.

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

Section 1. That the consultation on the proposed annexation required by Section 368.7, Code of Iowa, shall be held on January 27, 2026, in the Council Chambers, City Hall, Urbandale City Council Chambers, 3600 86th St., Urbandale, IA 50322, at 2:00 P.M., that the City Clerk shall provide notice of said consultation meeting, and that the City Manager, or his delegate, is hereby appointed to serve as the designated representative of the City for purposes of conducting the consultation.

Section 2. That a public hearing shall be held to consider the applications and proposal for the voluntary boundary adjustment of the property legally described in the preambles hereof into the City before the City Council at its meeting which commences at 5:30 P.M. on March 17, 2026, in the Council Chambers, City Hall, 3600 86th St., Urbandale, IA 50322.

Section 3. That the City Clerk is authorized and directed to publish notice of the applications, including the legal description of the territory to be annexed, and of time and place of the public hearing in an official county newspaper in Dallas County, which is the only county in which the territory proposed to be annexed is located, at least ten (10) business days prior to the

date fixed as the date for a public hearing on the proposal for annexation, such notice to be in substantially the following form:

NOTICE OF APPLICATION FOR VOLUNTARY ANNEXATION OF PROPERTY TO THE CITY OF URBANDALE, IOWA; AND THE PUBLIC HEARING THEREON

The City Council of the City of Urbandale, State of Iowa, will hold a public hearing before itself at its meeting which commences at 5:30 P.M. on March 17, 2026, in the Council Chambers, 3600 86th St., Urbandale, IA 50322, to consider an application for the voluntary annexation of territory into the City owned by the J. Dennis Bohrofen, currently situated within the City of Urbandale, Iowa, which proposed territory for annexation includes the property described as follows:

The Northeast Quarter of the Northeast Quarter of Section 12, Township 79 North, Range 26 West of the 5th P.M., in Dallas County, Iowa.

AND

The Southeast Quarter of the Northeast Quarter of Section 12, Township 79 North, Range 26 West of the 5th P.M., in Dallas County, Iowa.

Additional information regarding the proposed annexation may be obtained in the office of the City Clerk, City Hall, City of Urbandale, Iowa. Any person or organization desiring to be heard shall be afforded an opportunity to be heard at such hearing. This notice is given by order of the City Council of the City of Urbandale, State of Iowa, as provided by Section 368.7 of the Code of Iowa.

Dated this _____ day of _____, 2026.

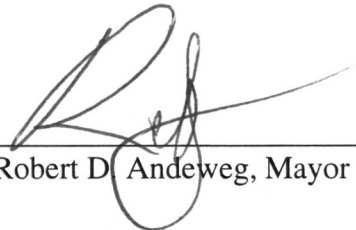
City Clerk, City of Urbandale, State of Iowa

(End of Notice)

Section 4. That the City Clerk is authorized and directed to mail, by certified mail, on a date not less than fourteen (14) business days prior to the date fixed as the date for the public hearing on the proposal for annexation, a copy of the application and a copy of the notice of public hearing to (i) the board of supervisors of each county containing a portion of the Annexation Territory, (ii) the township trustees of each township containing a portion of the Annexation Territory, (iii) each affected public utility, (iv) the city council of each city whose boundaries adjoin or are within 2 miles of the Annexation Territory, and (v) the regional planning authority for the Annexation Territory.


Section 5. That the City Clerk is authorized and directed to mail, by regular mail, on a date not less than fourteen (14) business days prior to the date fixed as the date for the public hearing on the proposal for annexation, a copy of the application and a copy of the notice of public hearing to the chairperson of the board of supervisors of each county containing a portion of the Annexation Territory.

PASSED AND APPROVED this 20th day of January, 2026.



Robert D. Andeweg, Mayor

ATTEST:



Nicole Lunders, City Clerk

CERTIFICATE

STATE OF IOWA

)


) SS

COUNTY OF POLK

)

I, the undersigned City Clerk of the City of Urbandale, State of Iowa, do hereby certify that attached is a true and complete copy of the portion of the records of the City showing proceedings of the Council, and the same is a true and complete copy of the action taken by the Council with respect to the matter at the meeting held on the date indicated in the attachment, which proceedings remain in full force and effect, and have not been amended or rescinded in any way; that meeting and all action thereat was duly and publicly held in accordance with a notice of meeting and tentative agenda, a copy of which was timely served on each member of the Council and posted on a bulletin board or other prominent place easily accessible to the public and clearly designated for that purpose at the principal office of the Council pursuant to the local rules of the Council and the provisions of Chapter 21, Code of Iowa, upon reasonable advance notice to the public and media at least twenty-four hours prior to the commencement of the meeting as required by law and with members of the public present in attendance; I further certify that the individuals named therein were on the date thereof duly and lawfully possessed of their respective city offices as indicated therein, that no Council vacancy existed except as may be stated in the proceedings, and that no controversy or litigation is pending, prayed or threatened involving the incorporation, organization, existence or boundaries of the City or the right of the individuals named therein as officers to their respective positions.

WITNESS my hand and the seal of the Council hereto affixed this 20th day of January, 2026.



Nicole Lunders, City Clerk, City of Urbandale,
State of Iowa



Mayor and Members of the City Council
City of Urbandale
3600 86th Street
Urbandale, Iowa 50322-4057

Re: Request for Voluntary Annexation

Honorable Mayor and Members of the City Council:

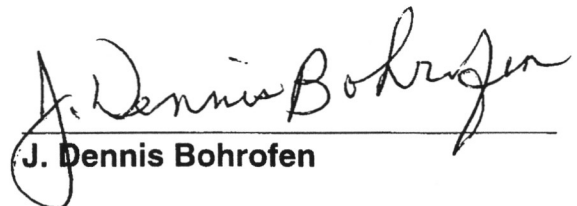
The undersigned, being the owner of all of the property legally described below, hereby requests voluntary annexation of said legally described property, to become a part of the City of Urbandale, Iowa and of the Urbandale Sanitary Sewer District:

The Northeast Quarter of the Northeast Quarter of Section 12, Township 79 North, Range 26 West of the 5th P.M., in Dallas County, Iowa.

And

The Southeast Quarter of the Northeast Quarter of Section 12, Township 79 North, Range 26 West of the 5th P.M., in Dallas County, Iowa.

Owner:


J. Dennis Bohrofen

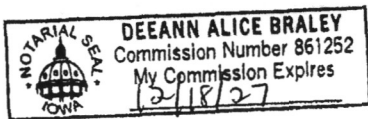
Date: 8-11-25, 2025

INDIVIDUAL CERTIFICATE OF ACKNOWLEDGEMENT

STATE OF IOWA, COUNTY OF Polk, ss

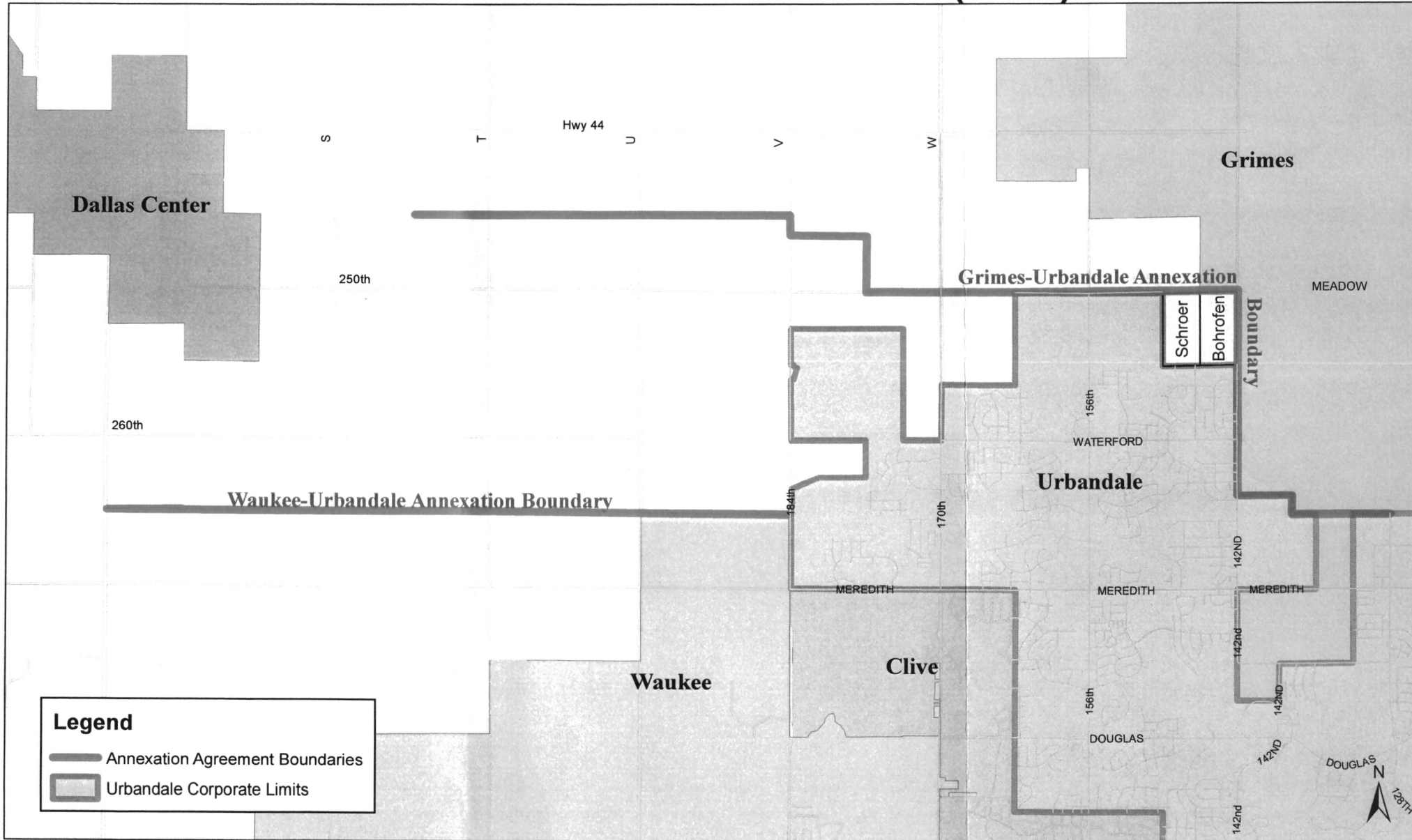
On this 11 day of August, 2025, before me the undersigned, a Notary Public in and for the State of Iowa, personally appeared J. Dennis Bohrofen, to me known to be the identical person named in and who executed the same as his voluntary act and deed.

Deeann Braley Polk
Notary Public in and for Polk County, Iowa



My Commission expires 12/18/27

Current Annexation Boundaries (2025)



NOTICE OF APPLICATION FOR VOLUNTARY ANNEXATION OF
PROPERTY TO THE CITY OF URBANDALE, IOWA; AND THE
PUBLIC HEARING THEREON

The City Council of the City of Urbandale, State of Iowa, will hold a public hearing before itself at its meeting which commences at 5:30 PM on March 17, 2026, in the Council Chambers, 3600 86th St., Urbandale, IA 50322, to consider an application for the voluntary annexation of territory into the City of Urbandale owned by the J. Dennis Bohrofen, which proposed territory for annexation includes the property described as follows:

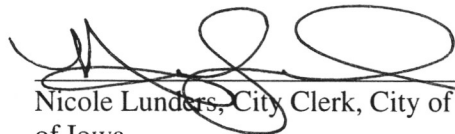
The Northeast Quarter of the Northeast Quarter of Section 12, Township
79 North, Range 26 West of the 5th P.M., in Dallas County, Iowa.

AND

The Southeast Quarter of the Northeast Quarter of Section 12, Township 79
North, Range 26 West of the 5th P.M., in Dallas County, Iowa.

Additional information regarding the proposed annexation may be obtained in the office of the City Clerk, City Hall, City of Urbandale, Iowa. Any person or organization desiring to be heard shall be afforded an opportunity to be heard at such hearing. This notice is given by order of the City Council of the City of Urbandale, State of Iowa, as provided by Section 368.7 of the Code of Iowa.

Dated this 20th day of January, 2026.



Nicole Lunders, City Clerk, City of Urbandale, State
of Iowa

4926-9646-0421-1\11285-1019

RESOLUTION NO. 021-2026

RESOLUTION ACCEPTING FOR FILING AN APPLICATION FOR VOLUNTARY ANNEXATION OF CERTAIN LAND TO THE CITY OF URBANDALE, IOWA, SETTING THE DATE FOR A PUBLIC HEARING AND A CONSULTATION MEETING, AND PROVIDING FOR NOTICE OF PROPOSED CITY COUNCIL ACTION

WHEREAS, J. Dennis Bohrofen (the "Owner"), being the owner of all of the property legally described below, has initiated the voluntary annexation to the City of Urbandale, Iowa (the "City") to become part of the City and the Urbandale Sanitary Sewer District, which property is legally described as follows:

The Northeast Quarter of the Northeast Quarter of Section 12, Township 79 North, Range 26 West of the 5th P.M., in Dallas County, Iowa.

AND

The Southeast Quarter of the Northeast Quarter of Section 12, Township 79 North, Range 26 West of the 5th P.M., in Dallas County, Iowa.

WHEREAS, the application for annexation is intended to become part of the City and the Urbandale Sanitary Sewer District; and

WHEREAS, all the above-described property is located in Dallas County, Iowa, within the corporate limits of the City of Urbandale, Iowa; and

WHEREAS, the above-described property shall comprise a single territory proposed for annexation to the City; and

WHEREAS, the Annexation Territory is within the urbanized area of the City of Urbandale, Iowa, and is part of a 100% voluntary request by the property owner for annexation, accordingly, pursuant to Iowa Code Chapter 368.7, the proposed annexation must be submitted to the City Development Board; and

WHEREAS, in accordance with Iowa Code Section 368.7, the City shall hold a public hearing on the Application before approving or denying it; and

WHEREAS, before the proposal for annexation may be acted upon, the City is required to mail a copy of the application and notice of the public hearing, by certified mail, at least fourteen (14) business days prior to City Council action on the Application, to (1) the board of supervisors of each county containing a portion of the Annexation Territory (2) the township trustees of each township containing a portion of the Annexation Territory, (3) each affected public utility; (4) the

city council of each city whose boundaries adjoin or are within 2 miles of the Annexation Territory, and (5) the regional planning authority for the Annexation Territory.

WHEREAS, before the proposal for annexation may be acted upon, the City is also required to mail a copy of the Application, by regular mail, at least fourteen (14) business days prior to City Council action on the Application, to (1) the chairperson of the board of supervisors of each county containing a portion of the Annexation Territory and (2) each property owner of property adjacent to the Annexation Territory (except if the adjacent property is located within a city); and

WHEREAS, in accordance with Iowa Code Section 368.7, at least fourteen (14) business days before the foregoing notices are mailed, the City is required to hold a consultation meeting with each county and township that contains all or a portion of the Annexation Territory; and

WHEREAS, before the proposal for annexation may be acted upon, notice of the Application must be published in an official county newspaper in the county in which the property to be annexed is contained, at least ten (10) business days prior to City Council action on the application; and

WHEREAS, the City Council wishes to give proper consideration to the application for annexation under the procedures outlined in Iowa Code Chapter 368 for this 100% voluntary boundary adjustment, and deems it appropriate to approve the time and place for a consultation meeting thereon, to set a time and place of public hearing thereon, to direct the publication of notice and the mailing of notice, both to include the time and place of hearing on and the legal description of the property proposed to be annexed, in accordance with law.

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

Section 1. That the consultation on the proposed annexation required by Section 368.7, Code of Iowa, shall be held on January 27, 2026, in the Council Chambers, City Hall, Urbandale City Council Chambers, 3600 86th St., Urbandale, IA 50322, at 2:00 P.M., that the City Clerk shall provide notice of said consultation meeting, and that the City Manager, or his delegate, is hereby appointed to serve as the designated representative of the City for purposes of conducting the consultation.

Section 2. That a public hearing shall be held to consider the applications and proposal for the voluntary boundary adjustment of the property legally described in the preambles hereof into the City before the City Council at its meeting which commences at 5:30 P.M. on March 17, 2026, in the Council Chambers, City Hall, 3600 86th St., Urbandale, IA 50322.

Section 3. That the City Clerk is authorized and directed to publish notice of the applications, including the legal description of the territory to be annexed, and of time and place of the public hearing in an official county newspaper in Dallas County, which is the only county in which the territory proposed to be annexed is located, at least ten (10) business days prior to the

date fixed as the date for a public hearing on the proposal for annexation, such notice to be in substantially the following form:

NOTICE OF APPLICATION FOR VOLUNTARY
ANNEXATION OF PROPERTY TO THE CITY OF
URBANDALE, IOWA; AND THE PUBLIC HEARING
THEREON

The City Council of the City of Urbandale, State of Iowa, will hold a public hearing before itself at its meeting which commences at 5:30 P.M. on March 17, 2026, in the Council Chambers, 3600 86th St., Urbandale, IA 50322, to consider an application for the voluntary annexation of territory into the City owned by the J. Dennis Bohrofen, currently situated within the City of Urbandale, Iowa, which proposed territory for annexation includes the property described as follows:

The Northeast Quarter of the Northeast Quarter of Section 12, Township 79 North, Range 26 West of the 5th P.M., in Dallas County, Iowa.

AND

The Southeast Quarter of the Northeast Quarter of Section 12, Township 79 North, Range 26 West of the 5th P.M., in Dallas County, Iowa.

Additional information regarding the proposed annexation may be obtained in the office of the City Clerk, City Hall, City of Urbandale, Iowa. Any person or organization desiring to be heard shall be afforded an opportunity to be heard at such hearing. This notice is given by order of the City Council of the City of Urbandale, State of Iowa, as provided by Section 368.7 of the Code of Iowa.

Dated this _____ day of _____, 2026.

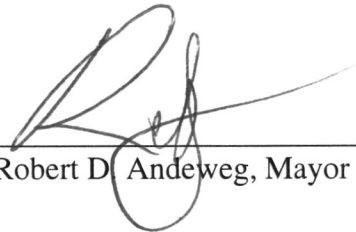
City Clerk, City of Urbandale, State of Iowa

(End of Notice)

Section 4. That the City Clerk is authorized and directed to mail, by certified mail, on a date not less than fourteen (14) business days prior to the date fixed as the date for the public hearing on the proposal for annexation, a copy of the application and a copy of the notice of public hearing to (i) the board of supervisors of each county containing a portion of the Annexation Territory, (ii) the township trustees of each township containing a portion of the Annexation Territory, (iii) each affected public utility, (iv) the city council of each city whose boundaries adjoin or are within 2 miles of the Annexation Territory, and (v) the regional planning authority for the Annexation Territory.


Section 5. That the City Clerk is authorized and directed to mail, by regular mail, on a date not less than fourteen (14) business days prior to the date fixed as the date for the public hearing on the proposal for annexation, a copy of the application and a copy of the notice of public hearing to the chairperson of the board of supervisors of each county containing a portion of the Annexation Territory.

PASSED AND APPROVED this 20th day of January, 2026.



Robert D. Andeweg, Mayor

ATTEST:




Nicole Lunders, City Clerk

CERTIFICATE

STATE OF IOWA)
) SS
COUNTY OF POLK)

I, the undersigned City Clerk of the City of Urbandale, State of Iowa, do hereby certify that attached is a true and complete copy of the portion of the records of the City showing proceedings of the Council, and the same is a true and complete copy of the action taken by the Council with respect to the matter at the meeting held on the date indicated in the attachment, which proceedings remain in full force and effect, and have not been amended or rescinded in any way; that meeting and all action thereat was duly and publicly held in accordance with a notice of meeting and tentative agenda, a copy of which was timely served on each member of the Council and posted on a bulletin board or other prominent place easily accessible to the public and clearly designated for that purpose at the principal office of the Council pursuant to the local rules of the Council and the provisions of Chapter 21, Code of Iowa, upon reasonable advance notice to the public and media at least twenty-four hours prior to the commencement of the meeting as required by law and with members of the public present in attendance; I further certify that the individuals named therein were on the date thereof duly and lawfully possessed of their respective city offices as indicated therein, that no Council vacancy existed except as may be stated in the proceedings, and that no controversy or litigation is pending, prayed or threatened involving the incorporation, organization, existence or boundaries of the City or the right of the individuals named therein as officers to their respective positions.

WITNESS my hand and the seal of the Council hereto affixed this 20th day of January, 2026.



Nicole Lunders, City Clerk, City of Urbandale,
State of Iowa



Mayor and Members of the City Council
City of Urbandale
3600 86th Street
Urbandale, Iowa 50322-4057

Re: Request for Voluntary Annexation

Honorable Mayor and Members of the City Council:

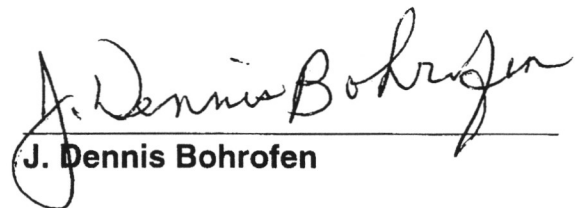
The undersigned, being the owner of all of the property legally described below, hereby requests voluntary annexation of said legally described property, to become a part of the City of Urbandale, Iowa and of the Urbandale Sanitary Sewer District:

The Northeast Quarter of the Northeast Quarter of Section 12, Township 79 North, Range 26 West of the 5th P.M., in Dallas County, Iowa.

And

The Southeast Quarter of the Northeast Quarter of Section 12, Township 79 North, Range 26 West of the 5th P.M., in Dallas County, Iowa.

Owner:


J. Dennis Bohrofen

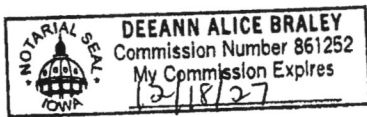
Date: 8-11-25, 2025

INDIVIDUAL CERTIFICATE OF ACKNOWLEDGEMENT

STATE OF IOWA, COUNTY OF Polk, ss

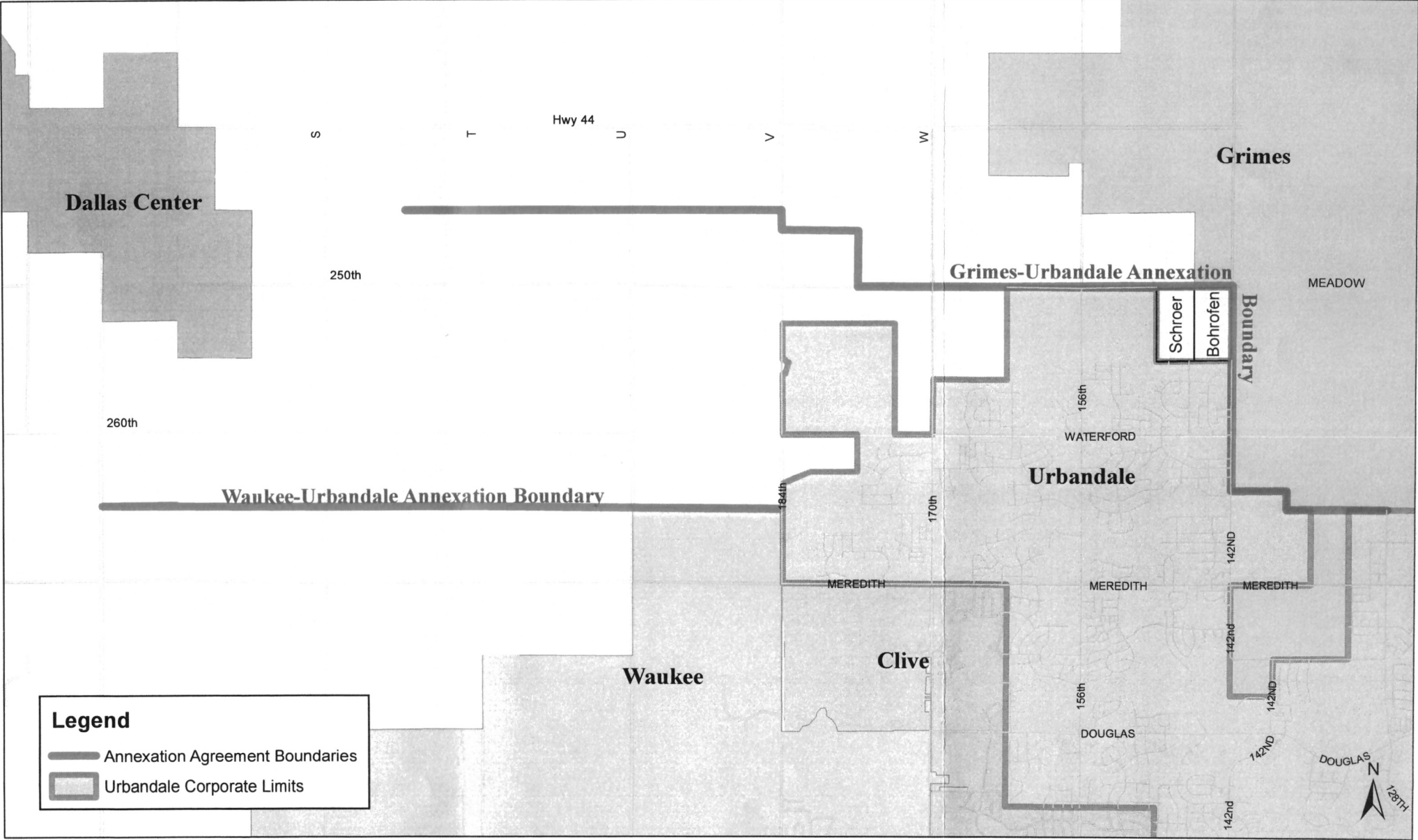
On this 11 day of August, 2025, before me the undersigned, a Notary Public in and for the State of Iowa, personally appeared J. Dennis Bohrofen, to me known to be the identical person named in and who executed the same as his voluntary act and deed.

Deeann Braley Polk
Notary Public in and for Polk County, Iowa



My Commission expires 12/18/27

Current Annexation Boundaries (2025)





Memo

TO: Mayor and Council members

FROM: Matthew Graham, City Clerk

DATE: March 12, 2026

RE: West Des Moines Notice of Development/Improvement Projects

SYNOPSIS:

Attachments:

1. WDM Notice of Development_Improvement Projects



COURTESY NOTICE

City of West Des Moines

Per previous direction to notify surrounding residents of development/improvement projects proposed within the Dowling High School campus, staff would like to make you aware that a Major Modification Site Plan application for a building addition for student life/auxiliary gym and new arena building has been submitted to the City. The student life/auxiliary gym will be approximately 27,200 square feet and the new arena will be approximately 40,400 square feet. This submittal also includes a new access drive onto 17th Street, parking reconstruction and expansion, new utilities, and landscaping. Provided with this notice is a location map, overall site plan layout and landscaping plan. The full set of site plans and architectural plans submitted for review can be accessed at the following link: <https://lqfiles.wdm.iowa.gov/shares/devservices/folders/project-review-request-dowling-catholic-high-school#> Staff and the applicant are still working through the plan review process so modifications may be made to the drawings provided to comply with code.

Note: you recently received notice of a Public Hearing item for an amendment to the Dowling High School Planned Unit Development (PUD) Ordinance to update the PUD's Sketch Plan to align with the plans mentioned in the previous paragraph. Staff are requesting that this public hearing be deferred from the February 23rd and March 2nd dates indicated in that notice until the March 9th Planning and Zoning Commission meeting and the March 23rd City Council meeting to allow time for further review and public comment on the Major Modification Site Plan.

The Major Modification Site Plan is required to be considered by the Plan and Zoning Commission before it can be presented to the City Council for approval. The meetings to approve the Major Modification Site Plan will not occur until after the City Council takes action on the PUD Sketch Plan Amendment on March 16th.

At this time, no specific meeting dates for either the Plan and Zoning Commission or City Council meetings for approval consideration of the Major Modification have been set. Please note, a Major Modification Site Plan application is not a Public Hearing matter therefore, no additional notice of the meeting will be published in the newspaper or mailed. Please reference the meeting agendas posted to the City's website each Friday to determine if the Major Modification Site Plan application will be presented for consideration at the following Monday evening meeting. Please monitor the city's website or sign up for eNotify on the City Website at www.wdm.iowa.gov to be automatically notified when new agendas are posted.

If you wish to discuss this project or make suggestions to be considered, please do not hesitate to contact me, Kate DeVine, by phone at (515) 222-3630 or email at kate.devine@wdm.iowa.gov

Location Map

