CLIVE CITY COUNCIL

AGENDA, REGULAR MEETING
1900 NW 114th Street
May 14, 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/82783062683 - Meeting ID: 827 8306 2683 - One tap mobile: +13052241968,,82783062683# 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. Polk County Update - Supervisor Matt McCoy
2. Greater Des Moines Partnership Update
3. 2026 National Police Week Proclamation

Consent Items

1. City Manager Memo
2. Approve 04/23/2026 City Council Minutes
3. Bill List
4. Approve Retail Tobacco Sales License Renewal Application - Casey's #2099 - 2250 Woodlands Pkwy
5. Approve Retail Tobacco Sales License Renewal Application - Casey's #2253 - 2070 NW 100th St.
6. Approve Retail Tobacco Sales License Renewal Application - Central Iowa Vapors - 15960 Hickman Rd.
7. Approve Retail Tobacco Sales License Renewal Application - Git-N-Go #43 - 11408 Forest Avenue
8. Approve Retail Alcohol Sales License Renewal Application - Fareway - 10151 University Avenue

9. Approve Retail Alcohol Sales License Renewal Application - Maverik - 1725 NW 86th Street
10. Approve Retail Alcohol Sales License Renewal Application - Walgreens #07967 - 15601 Hickman Road
11. Approve Retail Alcohol Sales License Renewal Application - Walgreens #05060 - 12753 University Avenue
12. Resolution Approving Temporary Street Closing - Block Party - Devonshire Pkwy. Between Dellwood and Maple - Friday, May 22, 2026 - 4:00 p.m. - 9:00 p.m.
13. Resolution Approving Temporary Street Closing - Block Party - The Portion of Lakeview Drive in Front of Applicant Address - Friday, May 15, 2026 - 10:00 a.m. - 2:00 p.m.
14. Resolution Approving Change Order #1 - Pearson's Dirtwork & Trucking - 2026 Flood Mitigation Demolition Project (7705 University Avenue) - $1,400.00
15. Resolution Approving Change Order #2 - Sternquist Construction - Harbach Blvd Phase 2 Reconstruction - $495.00
16. Resolution Approving Change Order #3 - Country Landscapes, Inc. - Greenbelt Landing - $28,542.59
17. Resolution Approving Change Order #11 - Keystone Construction Services - Greenbelt Landing - $30,356.51
18. Approve Pay Request #1 - Carter Surveying and Construction Services - Little Walnut Creek Stream Stabilization East of Alice’s Road - $8,840.00
19. Approve Pay Request #1 - Pearson’s Dirtwork & Trucking Inc. - 2026 Flood Mitigation Demolition Project (7705 University Avenue) - $48,735.00
20. Approve Pay Request #2 - Mainline Construction - Alice's Road Reconstruction Phase 1B - $181,778.00
21. Approve Pay Request #2 - The Henley Group - Linnan Park Construction Project - $69,350.00
22. Approve Pay Request #4 - Caliber Concrete - Linnan Park Construction Project - $5,087.25
23. Approve Pay Request #4 - Elite Glass and Metal - City Hall Remodel Phase 2 - $35,094.52
24. Approve Pay Request #5 - Caliber Concrete - Linnan Park Construction Project - $73,530.00
25. Approve Pay Request #5 - Elite Fire Sprinkler - City Hall Remodel Phase 2 - $1,261
26. Approve Pay Request #7 - Keystone Construction - $67,984.91
27. Approve Pay Request #8 - Absolute Group - Greenbelt Landing Construction Project - $45,356.86
28. Approve Pay Request #8 - Burkett Construction - Linnan Park Construction Project - $77,346.39
29. Approve Pay Request #8 - Cunningham - City Hall Remodel Phase 2 - $25,063.64
30. Approve Pay Request #8 - DCI Group - City Hall Remodel Phase 2 - $46,198.53

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

Action Items

1. 1st Consideration of Proposed Ordinance 1178 Amending Title 6, Chapter 7, Personal Transportation and Mobility Devices
2. Site Plan Amendment - Genesis Health Club - 10930 Hickman Road
3. Resolution Approving Professional Services Agreement with Rec Technologies - Leisure Services Software
4. Authorization to Release Request for Proposals for Indian Hills Jr High Park Master Plan

Discussion

1. Encroachment Policy Discussion

Correspondence

1. Arbor Day Foundation - 2025 Tree City USA Recognition

Reports

Adjournment

Memo

TO: Mayor and Council members
FROM: Matt McQuillen, City Manager
DATE: May 14, 2026
RE: Polk County Update - Supervisor Matt McCoy

SYNOPSIS:
At the beginning of the May 14 meeting, Supervisor Matt McCoy will be in attendance to provide an update on Polk County activities and projects.

Attachments:
None

Memo

TO: Mayor and Council members
FROM: Matt McQuillen, City Manager
DATE: May 14, 2026
RE: Greater Des Moines Partnership Update

SYNOPSIS:
At the beginning of the May 14th meeting, Tiffany Tauscheck and Stacie LoVan from the Greater Des Moines Partnership will be in attendance to provide their annual update of the Partnership's activities. A copy of their presentation is available online here: https://app.box.com/s/5sj0b4r2rlyjnnbn1dpi2zxwej257bkc.

Attachments:
1. 2026 Clive City Council Presentation

CLIVE CITY COUNCIL PRESENTATION

Tiffany Tauscheck, President & CEO

Stacie LoVan, Senior Vice President of Economic Development

Greater Des Moines Partnership | May 14, 2026

ABOUT THE GREATER DES MOINES PARTNERSHIP

GREATER DES MOINES PARTNERSHIP

The Greater Des Moines Partnership is the largest regional business, economic development and talent development organization in Iowa and the second-largest regional chamber of commerce in the country.

Together with more than **400 Investors** and an **Affiliate Chamber of Commerce network** of more than **7,200 Regional Chamber Members**, The Partnership helps businesses grow and advances quality of life in Greater Des Moines with one voice, one mission and as one region, contributing to a vibrant regional economy.

ABOUT THE DSM REGION



Greater Des Moines (DSM) is located in the heart of Iowa and is part of a Combined Statistical Area (CSA) which has **940,000** people.

DSM counties include Adair, Clarke, Dallas, Guthrie, Jasper, Madison, Marion, Mahaska, Marshall, Polk, Poweshiek, Tama and Warren.

AFFILIATE CHAMBERS OF COMMERCE

Adel Partners Chamber of Commerce
Altoona Area Chamber of Commerce
Ankeny Area Chamber of Commerce
Bondurant Chamber of Commerce
Carlisle Area Chamber of Commerce
Clive Chamber of Commerce
Des Moines Chamber of Commerce
DSM West Side Chamber of Commerce
Greater Newton Area Chamber of Commerce
Grimes Chamber and Economic Development
Grinnell Area Chamber of Commerce
Indianola Chamber of Commerce
Johnston Chamber of Commerce
Knoxville Chamber of Commerce
Madison County Chamber of Commerce
Marshalltown Area Chamber of Commerce
Norwalk Area Chamber of Commerce
Pella Area Community & Economic Alliance
Perry Chamber of Commerce
Pleasant Hill Chamber of Commerce
Polk City Chamber of Commerce
Stuart Chamber of Commerce
Urbandale Chamber of Commerce
Waukee Area Chamber of Commerce
West Des Moines Chamber of Commerce

#2

LARGEST REGIONAL CHAMBER IN THE NATION

FIVE-YEAR STRATEGIES

- Economic Development
- Talent
- Positioning DSM for the Future
- Inclusion
- Placemaking
- Storytelling



GREATER DES MOINES PARTNERSHIP

2026 STRATEGIC PRIORITIES

Economic Development

Talent Development

Quality of Life

AI and Innovation

Position Greater Des Moines for the Future

Storytelling

REGIONAL MOMENTUM



Greater Des Moines defies national trends:

- **$5.7 Billion** in Capital Investment and Economic Development Activity.
- **$2 Billion** in Active Projects in the Pipeline.

PLANT THE HQ HERE



City Resolutions & Letters of Support

- Altoona
- Ankeny
- Bondurant
- Carlisle
- Clive
- Des Moines
- Grimes
- Indianola
- Johnston
- Norwalk
- Pleasant Hill
- Urbandale
- Waukee
- Windsor Heights

ECONOMIC DEVELOPMENT

ECONOMIC DEVELOPMENT GOALS

Assist companies already in the Greater Des Moines region physically expand their business within the region.

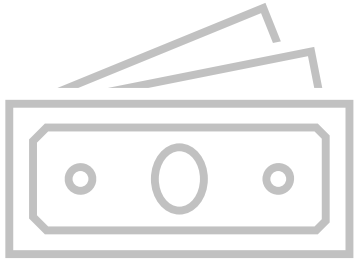
Identify and bring businesses outside of Greater Des Moines and Iowa to the region – either as a relocation or expansion.

ECONOMIC IMPACT SINCE 1999



787

New & Existing Locations and Expansions



$16.5 B

Capital Investment



42.8 M

Square Feet



39.3 K

New/Retained Jobs

2025 Economic Development Projects

In 2025, The Partnership team worked closely with city, county, state, utility and local economic development officials to assist in the expansion and new location of the following businesses*

childserve
Believing in the spirit of a child.

Claimable

cologix

CB Cottingham & Butler

edged

Elevator
Co-Warehousing + Community

EXCELL MARKETING

GVS
GOLDEN VALLEY SUPPLY

HOLMES MURPHY

hummingbirds

Imogene Ingredients

INSANE IMPACT

iSPACE environments

ita group

JBS

JUDGES
COURT AVENUE
(Downtown Only)

KIDSUNITED

LBS

Locals
BAR & STAGE
(Downtown Only)

Microsoft
(Ginger West & Ginger East)

spraytec

UNITED MUTUAL

upvote

U.S. EQUIPMENT SALES and RENTALS

Walsh
DOOR + SECURITY

WERNER'S
ELITE AUTOMOTIVE

WesleyLife
PURSUE YOUR JOY

** Two projects requested not to be identified*

GREATER DES MOINES PARTNERSHIP

BUSINESS RETENTION & EXPANSION

80%

OF ECONOMIC DEVELOPMENT GROWTH IS DUE TO LOCAL EXISTING BUSINESS EXPANSIONS

Strategy

Meet with executives in the Greater Des Moines region.

Goal

Meet with 150+ unique companies to establish relationships, identify opportunities for growth, and common regional trends.

Report

Compile and analyze meeting feedback for common trends and direction.

Additional Outreach

Visit out-of-state corporate headquarters.

GREATER DES MOINES PARTNERSHIP

BUSINESS RECRUITMENT

Collaborative Marketing



IOWA ECONOMIC DEVELOPMENT AUTHORITY

Markets Iowa on a national and international level

GREATER DES MOINES PARTNERSHIP

Markets the Greater Des Moines region on a national and international level

COMMUNITIES, COUNTIES AND UTILITIES

Participate with IEDA and The Partnership to promote local growth opportunities

SITE SELECTION IS CRITICAL

- Process of Elimination
- Risk Aversion
- Confidentiality

MORE THAN **10,000**
ECONOMIC DEVELOPMENT GROUPS
COMPETE NATIONALLY FOR
100-200 MAJOR PROJECTS
EACH YEAR

TARGETED INDUSTRIES

ADVANCED MANUFACTURING

Musco Sports Lighting

Dee Zee, Inc.

Vermeer

INSURANCE AND FINANCIAL SERVICES

Principal

American Equity

Wells Fargo

AG INNOVATION

Corteva Agriscience

Kemin

Gross-Wen Technologies

LOGISTICS

Amazon

Ruan Companies

Worldwide Logistics

DATA CENTERS

Microsoft

Meta

Apple

TECHNOLOGY

Collins Aerospace

John Deere ISG

OpenLoop Health

RECRUITMENT TRIPS, TRADESHOWS AND CONFERENCES

Tradeshows and Conferences

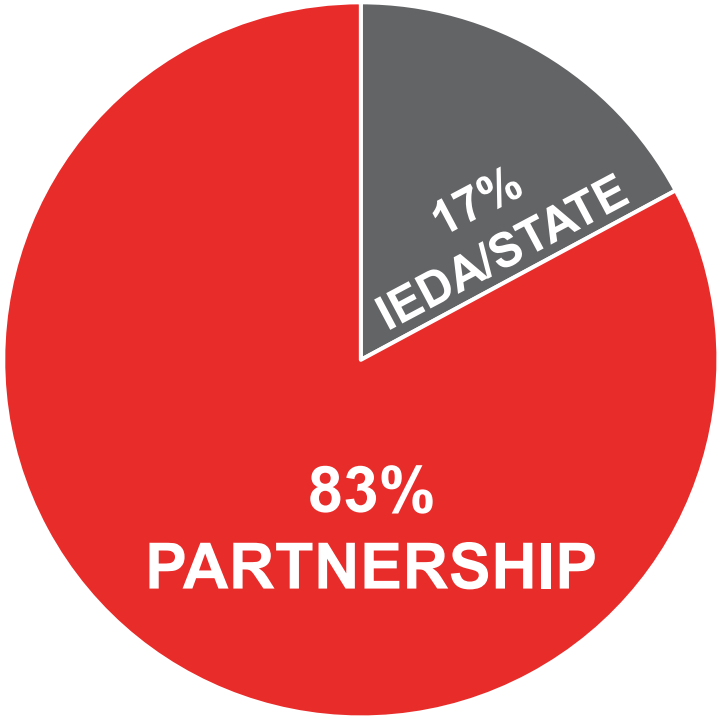
- Economix
- MidAmerica Economic Development Council
- National Farm Machinery Show
- Vorys Economic Development Incentives Conference
- World Agri-Tech Innovation Summit
- Future Food-Tech
- Site Selectors Guild
- Industrial Asset Management Council Spring Forum
- Global Insurance Symposium
- Petfood Forum
- SelectUSA
- ICSC Las Vegas
- Area Development Consultants Forum
- IFT First
- Tech Hub LIVE
- Industrial Asset Management Council – Chicago
- Farm Progress Show
- Iowa CRE Expo
- Women in Economic Development Forum
- ITC Vegas
- Algae Biomass Summit

Metro Recruitment Trips

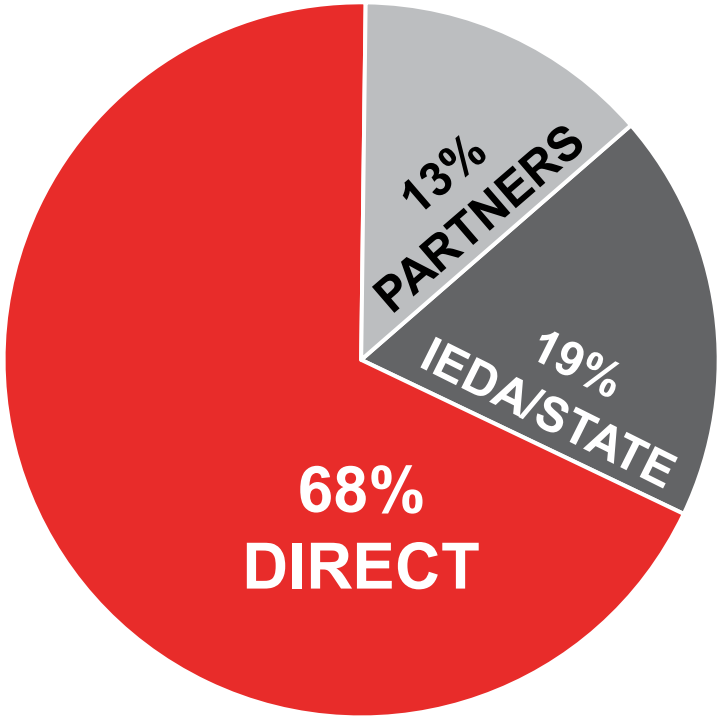
- San Francisco/San Jose
- Atlanta/Greenville
- Chicago
- Minneapolis
- Kansas City
- St. Louis

LEAD GENERATION BY SOURCE

2025 LEAD SOURCES



2015-2025 LEAD SOURCE HISTORY



LEAD GENERATION BY LOCATION



2025 leads originated from
20 states and 11 countries.

GREATER DES MOINES PARTNERSHIP

2023 Clive Commuting Patterns:

- Worker Inflow: 12,297
- Worker Outflow: 8,439
- Net Job Inflow: 3,858

- 6.8% of employed Clive residents work in Clive.

- 4.8% of people employed in Clive live in Clive.

Source: *U.S. Census Bureau*

DSM is a Regional Economy

1,058 Clive residents

work for a sample of 8 businesses whose growth was supported by Partnership economic development initiatives.

Major Employer	Business Location
Athene	West Des Moines
Corteva	Johnston
EMC Insurance	Des Moines
Hy-Vee Headquarters	West Des Moines
John Deere ISG	Urbandale
Sammons Financial	West Des Moines
The Waldinger Corporation	Des Moines
Wells Fargo	West Des Moines

Source: *Placer.ai* (2026)

TALENT DEVELOPMENT

DSM INTERN CONNECTION



DSM MVPS



DSM WORKFORCE COLLABORATIVE

THE LEGACY PROJECT: CAREER READY COLLECTIVE

DSM FELLOWSHIP PROGRAM



REGIONAL SUMMIT

YOUNG PROFESSIONALS CONNECTION

PROGRAMMING

Attract, retain and cultivate talent and support developing an engaged, skilled workforce.

DSM USA WELCOME GUIDE



GREATER DES MOINES PARTNERSHIP

DSM MVPS

In 2025 the **DSM MVP program** grew to 40 local participants connecting community champions with new/prospective residents.



GREATER DES MOINES PARTNERSHIP

CONNECTING RURAL, SUBURBAN AND URBAN LEADERS

- Regional Summit
- Regional Roundtables on Key Topics
- Resources and Information
- Storytelling and Promotion





GREATER DES MOINES PARTNERSHIP

SCALE DSM



CONSULTING



SPARK DSM



TOP FIVE FOR SMALL BUSINESS



SUPPLIER DEVELOPMENT EVENTS



SMALL BUSINESS SUPPORT

Driving growth for businesses of all sizes — from local startups to Fortune 500 companies headquartered in Greater Des Moines.

STATE POLICY AGENDA


Bill signing of HF 2514, Child Care Assistance Eligibility for Childcare Workers

2026 FEATURED PRIORITIES

- Economic Growth
- Workforce Readiness
- Housing

GREATER DES MOINES PARTNERSHIP

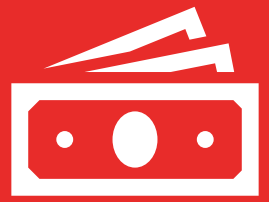
FEDERAL POLICY



Regional Transportation



Permitting Reform



Workforce Funding and Programs



Housing

DMDC TRIP

June 3-5, 2026







GREATER DES MOINES PARTNERSHIP

REGIONAL MOMENTUM

#1 METRO FOR GEN Z HOMEBUYERS

— Core Logic, 2025

#2 TOP METRO FOR NUMBER OF ECONOMIC DEVELOPMENT PROJECTS

(among metros with a population of 200,000 to 1 million)

— Site Selection Magazine, 2025

TOP 5 AFFORDABLE CITY FOR RETIREMENT

— Investopedia, 2025

#6 FASTEST-GROWING HIRING MARKET FOR NEW COLLEGE GRADUATES

— CNBC, 2024

TOP 10 BEST PLACE FOR BUSINESS AND CAREERS

— Forbes, 2024

#4 MOST LIVABLE METRO IN THE U.S.

— RentCafe, 2026

#3 MOST AFFORDABLE CITY TO LIVE IN THE U.S.

— Extra Space Storage, 2025

TOP 10 BEST METRO FOR MILLENNIALS

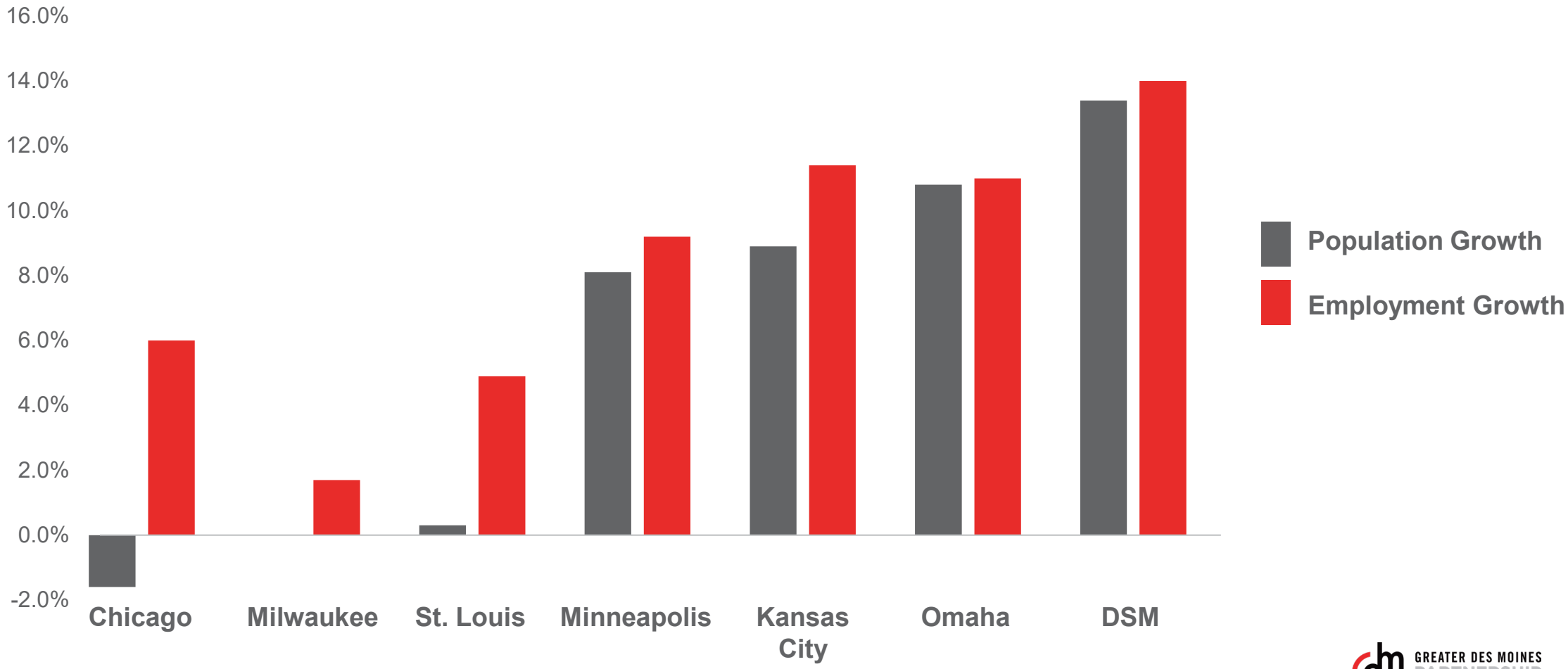
— Commercial Cafe, 2024

TOP 10 MID-SIZED METRO FOR BEST BUSINESS CLIMATE

— Business Facilities Magazine, 2024

POPULATION & EMPLOYMENT GROWTH

***Sources**: U.S. Census Bureau and Bureau of Labor Statistics, 2014-2024*



EVENTS AND ACTIVATIONS



Downtown Farmers' Market



Regional Activations



World Food & Music Festival

COMMUNICATIONS & MARKETING

5,277

Earned media placements in **96** countries

135,806

Earned pageviews on regional stories

6

National media placements, including:
Newsweek, Daily Mail,
Reader's Digest, Midwest Living,
Site Selection Magazine,
USA Today Network




the
GREATER DES MOINES
STORY

PARTNERSHIP BENEFITS
LOCAL GOVERNMENT INVESTORS

Regional Promotion & Growth	Business & Entrepreneurial Support	Research Support & Tools	Public Policy
Lead generation through national promotion	Expertise to assist growing or contracting businesses	Multiple subscription-based data sources	DMDC (Annual Washington DC Trip)
Economic development response and project management	BRE program identifying regional strengths & challenges	Online DSM DataHub	Government Policy Council participation
Community growth through strong regional economy	Entrepreneurial coaching	JobsEQ workforce and industry analysis reports	Convener and collaboration building
Storytelling locally and nationally.	Talent attraction and development	Ad hoc research requests	Public policy events and information

CALLS TO ACTION

REACH OUT TO THE PARTNERSHIP AT ANY TIME

Attend the Government Policy Council (GPC)

Watch for Economic Development project lead opportunities

Share your good news with us so we can amplify your community

GREATER DES MOINES PARTNERSHIP

THANK YOU

Tiffany Tauscheck, President & CEO

Stacie LoVan, Senior Vice President of Economic Development

Memo

TO: Mayor and Council members
FROM: Mark Rehberg, Captain / Operations Commander
DATE: May 14, 2026
RE: 2026 National Police Week Proclamation

SYNOPSIS:
2026 Proclamation recognizing May 10 through 16 as National Police Week and May 15th, 2026 as National Peace Officer Memorial Day in recognition of the more than 24,700 Police Officers who have been killed in the line of duty. This proclamation also recognizes that the United States flag shall be flown at half-staff on May 15th.

Attachments:
1. 2026 POMWProclimation

CITY OF CLIVE, IOWA
MAYORAL PROCLAMATION

National Police Week 2026

To recognize National Police Week 2026 and to honor the service and sacrifice of those law enforcement officers killed in the line of duty while protecting our communities and safeguarding our democracy.

WHEREAS, there are more than 800,000 law enforcement officers serving in communities across the United States, including the dedicated members of the Clive Police Department;

WHEREAS, since the first recorded death in 1786, there are currently more than 24,700 law enforcement officers in the United States who have made the ultimate sacrifice and been killed in the line of duty;

WHEREAS, the names of these dedicated public servants are engraved on the walls of the National Law Enforcement Officers Memorial in Washington, DC;

WHEREAS, 363 new names of fallen heroes are being added to the National Law Enforcement Officers Memorial this spring, including 109 officers killed in 2025 and 254 officers killed in previous years;

WHEREAS, May 15th is designated as Peace Officers Memorial Day, and in honor of all fallen officers and their families, the United States flag should be flown at half-staff;

THEREFORE, BE IT RESOLVED that the City of Clive, Iowa, will observe May 10-16, 2026, as National Police Week and Friday, May 15th, 2026, as Peace Officers Memorial Day, and that we publicly salute the service of law enforcement officers in our community and in communities across the nation.

IN WITNESS WHEREOF, I have hereunto set my hand and have affixed the Official Seal of Clive, Iowa on this _____ day of _____, 2026.

_____

John Edwards, Mayor

Memo

TO: Mayor and Council members
FROM: Pete De Kock, Assistant City Manager
DATE: May 14, 2026
RE: City Manager Memo

SYNOPSIS:
Summary of agenda items and actions for the May 14, 2026, Clive City Council meeting.

Attachments:
1. General Info Memo 5-14-26

MEMO

To: Mayor Edwards and Clive City Council

From: Assistant City Manager Pete De Kock

Date: May 11, 2026

Re: General Information Memo – May 14, 2026 City Council Meeting

The May 14, 2026, City Council meeting will be in-person in the Council Chambers at Clive City Hall & virtually at: https://us06web.zoom.us/j/82783062683

Consent Agenda – There are a few items to note on the consent agenda. First, two change orders for Greenbelt Landing are being recommended for approval. A scope gap was identified for the engineered soils needed for the new bioretention cells between NW 114th Street and the parking lot in Greenbelt Landing. An agreement for cost sharing among the City, Construction Manager, and Contractor was developed, resulting in a $28,542.59 change order. The Contractor discounted the change order, and the Construction Manager will provide the City with a credit under the agreement. The second change order is for Keystone Construction due to unanticipated cost increases associated with the project's piers and boardwalk installation, totaling $30,356.51. Staff recommends approval of these change orders.

Second, the final temporary construction easement for the Alice's Road Phase 1B project has been secured from Doralyn Underberg, and staff recommends approval. Third, staff and the City's insurer, ICAP, would recommend approval of a settlement agreement with Joshua Hollingshead stemming from a vehicle accident with a City vehicle last summer. Finally, due to a recent vacancy, staff recommends approval of the wage rate for Brandon Burgess to become our next Operations Specialist in Public Works. Brandon served in a seasonal role for the Public Works Department, so it is great to see an opportunity for him to join us full-time.

Proclamations/Presentations – At the beginning of the May 14 meeting, we will have a proclamation for National Police Week. Also, Polk County Supervisor Matt McCoy will provide an update on current Polk County activities, and Tiffany Tauscheck will provide an annual update on the Greater Des Moines Partnership, as the City of Clive is an investor in the Partnership.

Personal Transportation Ordinance (E-Bikes/E-Scooters) – At the March 26 Council meeting, the Council discussed potential updates to Clive's personal transportation and mobility devices ordinance so it would address the rapidly expanding use of "E-moto" devices. Based on the Council's feedback and input from neighboring law enforcement agencies, Clive Police Chief Mark Rehberg has drafted proposed updates to Clive's ordinance. Chief Rehberg will outline the proposed ordinance changes. This will be the first of three readings. Staff recommends approval.

Site Plan Amendment: Genesis Health Club – Located at 10930 Hickman Road, Genesis Health Club is requesting a site plan amendment to allow for staining of their brick exterior to a more modern look and

paint scheme. Staff worked with the architect to ensure the stain will be long-lasting in conformance with the City's design standards. The Planning & Zoning Commission reviewed the amendment at its May 5 meeting and would recommend approval of the site plan amendment.

Leisure Services Software Replacement – One of the City Council's priorities has been upgrading or replacing the City's library/recreation programming registration software. Over the past year, staff have analyzed and demoed several software products on the market and have developed a proposal for City Council consideration to transition to Rec Technologies from the current Sportsman software platform. Included in the agenda packet are background materials outlining the research and basis for the recommendation. The Leisure Services staff presented this recommendation to the Parks, Recreation, and Public Art Board on May 4, and also recommended moving to Rec Technologies.

RFP Release: Indian Hills Greenspace Master Planning – Over the past few months the West Des Moines Community School District and the City of Clive have been working collaborative through the Collaboration Committee to develop a request for proposals (RFP) to identify a master planning consultant to work with the City and School District to develop a vision and master plan for the Indian Hills Junior High site along with the significant greenspace to the north of the school building. Included in the agenda packet is a draft RFP vetted by the Collaborations Committee and recommended for release. The WDM School District Board of Education is meeting on May 11 to approve the RFP release as well.

Discussion: Encroachments Policy – At the January 29 City Council meeting, staff presented considerations for drafting an encroachments policy addressing private property owners encroaching on city-owned property throughout the City, primarily along the Clive Greenbelt Trail and Park System. During the January 29 discussion, the Council provided initial directions to staff for drafting a policy. Staff has drafted a policy for review and consideration, along with a presentation summarizing it. At the end of the May 14 meeting, Leisure Services Director Richard Brown would like to review the draft policy with the Council and present a series of policy questions to receive additional guidance before presenting a final draft for approval/adoption.

Tentative Upcoming Agenda Items

May 28

- Action – 2nd reading of Personal Transportation Devices Ordinance Amendment (E-bikes/scooters)
- Action – Bruce Engine Property Demolition

June 11

- Action – 3rd reading of Personal Transportation Devices Ordinance Amendment (E-bikes/scooters)
- Action – Staff Pay Rates for FY 26-27 and City Manager Performance Review
- Action – Approve Request for Proposals (RFP) for Indian Hills Junior High Greenspace Master Plan

Memo

TO: Mayor and Council members
FROM: Matthew Graham, City Clerk
DATE: May 14, 2026
RE: Approve 04/23/2026 City Council Minutes

SYNOPSIS:

Attachments:
1. cc Minutes 04_23_2026

CLIVE CITY COUNCIL MEETING MINUTES
REGULAR MEETING
APRIL 23, 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, 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
Clive resident Greg Jameson provided comments related to Action Item 6, 3rd Consideration of Proposed Ordinance 1174, specifically regarding wind load requirements.

Presentation
1. 2026 National Public Works Week Proclamation
2. Metro Waste Authority - Annual Update - Michael McCoy

Consent Items
Eric Klein moved approval, seconded by Ted Weaver. Roll Call: Ayes: Ted Weaver, Susan Judkins, Eric Klein, Breanne Hocker, Sadie Gasparotto. Nays: None. Abstained: None. Motion carried. 1. City Manager Memo; 2. City Manager Report - March 2026; 3. Assistant City Manager Tech Services Report - March 2026; 4. Administrative Services Monthly Report - March 2026; 5. Community Development Monthly Report - March 2026; 6. Fire Department Monthly Report - March 2026; 7. Leisure Services Report - March 2026; 8. Police Department Monthly Report - March 2026; 9. Public Works Monthly Report - March 2026; 10. Treasurer's Report - March 2026; 11. Approve 04/09/2026 City Council Minutes; 12. Bill List; 13. **Resolution 2026-107** Certifying the 2025 Partial Special Federal Census for the City of Clive to the Iowa Secretary of State and The Treasurer of the State of Iowa; 14. Approve Retail Tobacco Sales License Renewal Application - David's Fine Tobaccos - 9759 University Avenue; 15. Approve New Retail Tobacco Sales License Application - Afghan Supermarket - 8801 University Ave, Ste 25/26; 16. Approve Retail Tobacco Sales License Renewal Application - 515 Vape and Disc - 7600 University Ave, Ste H; 17. Approve Retail Alcohol Sales License Renewal Application - Love's Travel Stop #411 - 11820 Hickman Road; 18. Approve Retail Alcohol Sales License Renewal Application - The Mandarin Grill and Sushi Bar - 1250 NW 128th Street, Suite 100; 19. **Resolution 2026-108** Accepting Work - Forest Avenue Water Main Replacement; 20. Approve Pay Request #2 - HGS, LLC - Little Walnut Creek West of Alice's Road Large Woody Vegetation Management - $509,876.48; 21. Approve Pay Request #2 - Final - Release of Retainage - Hydro-Klean - $4,407.59; 22. Approve Pay Request #7 - DCI Group - City Hall Remodel Phase 2 Project - $48,897.01; 23. Approve Pay Request #21 - Stantec Consulting Services - Little Walnut Creek Restoration and Trail Construction - $2,661.25; 24. **Resolution 2026-109** Approving Professional Services Agreement with Central Iowa Officials, LLC for Umpire Services; 25. **Resolution 2026-110** Accepting 1st Amendment to Storm Sewer and Overland Flowage Easement for Lot 27, Shadow Creek West - 18225 Hidden Knoll; 26. **Resolution 2026-111** Accepting 1st Amendment to Surface Water Flowage Easement, Lot 38, Country Club West Plat 4 - 2190 NW 147th Street; 27. Approve Pay Rate - Skylar Stoklasa - Public Works Operations Specialist - $27.78/Hr - Effective 04/23/2026.
Action Items

1. **Public Hearing - 2025 Sidewalk Repair Program Special Assessments.** Notice of the public hearing was published on April 10, 2026, in the Des Moines Register. City Clerk Matthew Graham presented the matter to the Council and recommended approval. Eric Klein moved to close the public hearing, seconded by Ted Weaver. Roll Call: Ayes: Ted Weaver, Susan Judkins, Eric Klein, Breanne Hocker, Sadie Gasparotto. Nays: None. Abstained: None. Motion carried.
    a. **Resolution 2026-112 Adopting Final Assessment Schedule - 2025 Sidewalk Repair Program.** Eric Klein moved approval, seconded by Ted Weaver. Roll Call: Ayes: Ted Weaver, Susan Judkins, Eric Klein, Breanne Hocker, Sadie Gasparotto. Nays: None. Abstained: None. Motion carried.

2. **Public Hearing - FY 25-26 Budget Amendment #1.** Notice of the public hearing was published on April 9, 2026, in the Des Moines Register. Director of Administrative Services Elizabeth Hansen presented the matter to the Council and recommended approval. Ted Weaver moved to close the public hearing, seconded by Eric Klein. Roll Call: Ayes: Ted Weaver, Susan Judkins, Eric Klein, Breanne Hocker, Sadie Gasparotto. Nays: None. Abstained: None. Motion carried.
    a. **Resolution 2026-113 Approving FY 25-26 Budget Amendment #1.** Ted Weaver moved approval, seconded by Eric Klein. Roll Call: Ayes: Ted Weaver, Susan Judkins, Eric Klein, Breanne Hocker, Sadie Gasparotto. Nays: None. Abstained: None. Motion carried.

3. **Site Plan Amendment - Caldwell Parrish Funeral Services - 2024 NW 92nd Court.** City Planner Kathryn Purvis presented the matter to the Council and recommended approval. Eric Klein moved approval, seconded by Breanne Hocker. Roll Call: Ayes: Ted Weaver, Susan Judkins, Eric Klein, Breanne Hocker, Sadie Gasparotto. Nays: None. Abstained: None. Motion carried.

4. **General Obligation Corporate Purpose Bonds, Series 2026A.** Director of Administrative Services Elizabeth Hansen and PFM Financial Advisors LLC Managing Director Susanne Gerlach presented the matter to the Council and recommended approval.
    a. **Resolution 2026-114 Authorizing and Approving a Loan Agreement, Providing for the Sale and Issuance of General Obligation Corporate Purpose Bonds, Series 2026A, and Providing for the Levy of Taxes to Pay the Same.** Ted Weaver moved approval, seconded by Eric Klein. Roll Call: Ayes: Ted Weaver, Susan Judkins, Eric Klein, Breanne Hocker, Sadie Gasparotto. Nays: None. Abstained: None. Motion carried.

5. **Utility Rate Adjustments - FY 26-27.** Director of Administrative Services Elizabeth Hansen presented the matter to the Council and recommended approval.
    a. **3rd Consideration of Proposed Ordinance No. 1175 pertaining to Water Rates.** Ted Weaver moved approval, seconded by Susan Judkins. Roll Call: Ayes: Ted Weaver, Susan Judkins, Eric Klein, Breanne Hocker, Sadie Gasparotto. Nays: None. Abstained: None. Motion carried. Mayor Edwards Declared Ordinance 1175 to be enacted.
    b. **3rd Consideration of Proposed Ordinance No. 1176 pertaining to Sewer Rates.** Ted Weaver moved approval, seconded by Susan Judkins. Roll Call: Ayes: Ted Weaver, Susan Judkins, Eric Klein, Breanne Hocker, Sadie Gasparotto. Nays: None. Abstained: None. Motion carried. Mayor Edwards Declared Ordinance 1176 to be enacted.
    c. **3rd Consideration of Proposed Ordinance No. 1177 pertaining to Stormwater Rates.** Ted Weaver moved approval, seconded by Susan Judkins. Roll Call: Ayes: Ted Weaver, Susan Judkins, Eric Klein, Breanne Hocker, Sadie Gasparotto. Nays: None. Abstained: None. Motion carried. Mayor Edwards Declared Ordinance 1177 to be enacted.

d. **Resolution 2026-115 Approving Revised Solid Waste Rates.** Ted Weaver moved approval, seconded by Susan Judkins. Roll Call: Ayes: Ted Weaver, Susan Judkins, Eric Klein, Breanne Hocker, Sadie Gasparotto. Nays: None. Abstained: None. Motion carried.

6. **3rd Consideration of Proposed Ordinance 1174 Amending Provisions Of Title 10 Building Regulations.** Construction Services Administrator Ryan Mayer presented the matter to the Council and recommended approval. Ted Weaver moved approval, seconded by Eric Klein. Roll Call: Ayes: Ted Weaver, Eric Klein, Breanne Hocker, Sadie Gasparotto. Nays: Susan Judkins. Abstained: None. Motion carried. Mayor Edwards Declared Ordinance 1174 to be enacted.

7. **Alice's Road Project.** Public Works Director Jeff May presented the matter to the Council and recommended approval.
   a. **Alice's Road Project Update.** Presentation provided by Snyder & Associates, Inc., Civil Engineer Nate Carhoff.

Mayor Edwards paused the presentation from 7:40 p.m. to 8:01 p.m. due to a tornado warning. Upon resuming the meeting, Mayor Edwards stated that no action was taken while in shelter.

   b. **Resolution 2026-116 Approving Professional Services Agreement - Alice's Road Reconstruction - Phase 4-Final Design - Snyder & Associates - $447,500.00.** Ted Weaver moved approval, seconded by Eric Klein. Roll Call: Ayes: Ted Weaver, Susan Judkins, Eric Klein, Breanne Hocker, Sadie Gasparotto. Nays: None. Abstained: None. Motion carried.

Discussion

1. **Encroachment Policy Discussion.** Mayor Edwards proposed to defer this item until the next Regular Council Meeting due to time constraints. Council agreed unanimously.

Reports

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

The meeting was adjourned at 8:25 p.m.

_____
Matthew D. Graham, City Clerk

_____
John D. Edwards, Mayor

Memo

TO: Mayor and Council members
FROM: Matthew Graham, City Clerk
DATE: May 14, 2026
RE: Bill List

SYNOPSIS:

Attachments:
1. 4323_001

Date Paid	Vendor Name	Description	Amount Paid
05/11/2026	121 ACQUISITION COMPANY LLC	NBF TAX REBATE	66,538.11
05/11/2026	ACCO	POOL CHEMICALS	3,682.81
05/11/2026	ACCURO SOLUTIONS, LLC	411 MED CLAIM ADMIN	213.09
05/11/2026	ACME TOOLS	BACKPACK SPRAYER	249.00
05/01/2026	AFLAC	CURRENT PAY WITHHOLDING AFLAC PRE TAX Pay Period: 04/25/2026	91.32
05/11/2026	AIA CORPORATION	PIERSMA CLOTHING ALLOWANCE	112.05
05/11/2026	AIA CORPORATION	GARCIA CLOTHING ALLOWANCE	191.95
05/11/2026	AIA CORPORATION	ANDERSON CLOTHING ALLOWANCE	92.60
05/11/2026	AIA CORPORATION	NEW HIRE STOCK JOBSHIRTS AND SWEATSHIRTS	548.50
05/11/2026	AIA CORPORATION	NEW HIRE DAVOL PANTS	81.57
05/11/2026	AIA CORPORATION	BAIR CLOTHING ALLOWANCE	101.00
05/11/2026	AIA CORPORATION	HADENFELDT CLOTHING ALLOWANCE	15.75
05/11/2026	ALAN FOERTSCH	SWAP REIMBURSEMENT	75.00
05/11/2026	ALEX PLUMMER	REFUND DEPOSIT	58.43
05/11/2026	ALL MAKES	CREEKSIDE PAVILION FURNITURE	38,711.44
05/11/2026	ALL MAKES	LIBRARY MANAGER TABLE	1,231.58
05/11/2026	ALL MAKES	CH PH2 FURNITURE 2ND PYMT	95,731.80
05/11/2026	AMAZON CAPITAL SERVICES	LIBRARY MEDIA CREDIT	.91-
05/11/2026	AMAZON CAPITAL SERVICES	CH MONITORS	2,837.94
05/11/2026	AMAZON CAPITAL SERVICES	ADULT FICTION BOOKS HARBACH	45.25
05/11/2026	AMAZON CAPITAL SERVICES	MARTIN CLOTHING ALLOWANCE	159.96
05/11/2026	AMAZON CAPITAL SERVICES	TRAINING	143.02
05/11/2026	AMAZON CAPITAL SERVICES	ADULT PROGRAM SUPPLIES	27.42
05/11/2026	AMAZON CAPITAL SERVICES	OFFICE SUPPLIES	676.33
05/11/2026	AMAZON CAPITAL SERVICES	PARTS	49.62
05/11/2026	AMAZON CAPITAL SERVICES	PARTS	204.91
05/11/2026	AMAZON CAPITAL SERVICES	STREET MAINT SUPPLIES	495.03
05/11/2026	AMAZON CAPITAL SERVICES	SAND VOLLEYBALLS	161.48
05/11/2026	AMAZON CAPITAL SERVICES	LIBRARY MEDIA	34.98
05/11/2026	AMAZON CAPITAL SERVICES	CREDIT ADULT FICTION BOOKS	11.40-
05/11/2026	AMAZON CAPITAL SERVICES	ROPE AND DUCT TAPE	236.59
05/11/2026	AMAZON CAPITAL SERVICES	DUSTER AND TAPE DISPENSER	29.55
05/11/2026	AMAZON CAPITAL SERVICES	CHILDREN'S BOOKS	409.45
05/11/2026	AMAZON CAPITAL SERVICES	YOUTH PROGRAM SUPPLIES	13.98
05/11/2026	AMAZON CAPITAL SERVICES	YOUTH PROGRAM SUPPLIES HARBACH	40.59
05/11/2026	AMAZON CAPITAL SERVICES	YOUNG ADULT BOOKS	11.99
05/11/2026	AMAZON CAPITAL SERVICES	ADULT LIBRARY BKS CC	233.31
05/11/2026	AMAZON CAPITAL SERVICES	PHONE CASE FOR DUTY PHONE	21.97
05/11/2026	AMAZON CAPITAL SERVICES	ADULT PROGRAM SUPPLIES	49.89
05/11/2026	AMAZON CAPITAL SERVICES	WALL MOUNT CREDIT	39.97-
05/11/2026	AMAZON CAPITAL SERVICES	OFFICE SUPPLIES	31.06
05/11/2026	AMAZON CAPITAL SERVICES	CREDIT ADULT FICTION BOOKS	15.37-
05/11/2026	AMAZON CAPITAL SERVICES	ADULT LIBRARY BOOKS CREDIT	15.60-
05/11/2026	AMAZON CAPITAL SERVICES	PUBLIC EDUCATION SUPPLIES	127.05
05/11/2026	AMAZON CAPITAL SERVICES	3 RING BINDERS FOR FLOOD PLAN MANUAL	185.16
05/11/2026	AMAZON CAPITAL SERVICES	DRAWSTRING BAGS FOR SWAG HANDOUT	318.99
05/11/2026	AMAZON CAPITAL SERVICES	CAMPBELL CONCESSIONS	189.82
05/11/2026	AMAZON CAPITAL SERVICES	AV MISC	175.88
05/11/2026	AMAZON CAPITAL SERVICES	OFFICE SUPPLIES	14.78
05/11/2026	AMAZON CAPITAL SERVICES	ADULT PROGRAM SUPPLIES	33.00
05/11/2026	AMAZON CAPITAL SERVICES	ADULT PROGRAM-ACOTAR	39.98
05/11/2026	AMAZON CAPITAL SERVICES	BUILDING MAINT	63.41
05/11/2026	AMAZON CAPITAL SERVICES	REC BAY EQUIPMENT	146.56
05/11/2026	AMAZON CAPITAL SERVICES	ADULT LIBRARY BOOKS	416.27
05/11/2026	AMAZON CAPITAL SERVICES	DIVIDERS FOR FLOOD PLAN BINDERS	292.60
05/11/2026	AMAZON CAPITAL SERVICES	ADULT FICTION BOOKS	485.92
05/11/2026	AMAZON CAPITAL SERVICES	LIBRARY MEDIA	20.99
05/11/2026	AMAZON CAPITAL SERVICES	ADULT LIBRARY BOOKS CREDIT	10.80-

Date Paid	Vendor Name	Description	Amount Paid
05/11/2026	AMAZON CAPITAL SERVICES	ADULT LIBRARY BOOKS	495.15
05/11/2026	AMAZON CAPITAL SERVICES	ADULT BOOKS HARBACH	84.94
05/11/2026	AMAZON CAPITAL SERVICES	CAMPBELL CONCESSIONS	31.63
05/11/2026	AMAZON CAPITAL SERVICES	ADULT LIBRARY BOOKS HARBACH	166.63
05/11/2026	AMAZON CAPITAL SERVICES	LIBRARY MEDIA	26.31
05/11/2026	AMAZON CAPITAL SERVICES	ADULT PROGRAM SUPPLIES	28.34
05/11/2026	AMAZON CAPITAL SERVICES	CUPS FOR PR SWAG	283.76
05/11/2026	AMAZON CAPITAL SERVICES	TRASH BASH AND ADOPT A PARK/TRAIL SUPPLIES	922.81
05/11/2026	AMAZON CAPITAL SERVICES	ADULT LIBRARY BOOKS	21.49
05/11/2026	AMAZON CAPITAL SERVICES	ADULT LIBRARY BOOKS	329.67
05/11/2026	AMAZON CAPITAL SERVICES	ADULT FICTION BOOKS	319.43
05/11/2026	AMAZON CAPITAL SERVICES	FLOOR MATS	74.89
05/11/2026	AMAZON CAPITAL SERVICES	OSBORN CLOTHING ALLOWANCE	142.64
05/11/2026	AMAZON CAPITAL SERVICES	COFFEE/CREAMER	259.63
05/11/2026	AMAZON CAPITAL SERVICES	SUMP PUMP FOR PUMP STATION	327.11
05/11/2026	AMAZON CAPITAL SERVICES	OFFICE SUPPLIES	195.48
05/11/2026	AMAZON CAPITAL SERVICES	ADULT LIBRARY BOOKS	14.00
05/11/2026	AMAZON CAPITAL SERVICES	OFFICE SUPPLIES	57.76
05/11/2026	AMAZON CAPITAL SERVICES	ADULT FICTION BOOKS	11.39
05/11/2026	AMAZON CAPITAL SERVICES	OIL FOR ROOT CUTTER	53.95
05/11/2026	AMAZON CAPITAL SERVICES	CREEKSIDE PAV CLEANING SUPPLIES	1,440.75
05/11/2026	AMAZON CAPITAL SERVICES	ADULT LIBRARY BKS CC	185.16
05/11/2026	AMAZON CAPITAL SERVICES	CREDIT ADULT FICTION BOOKS	52.49-
05/11/2026	AMAZON CAPITAL SERVICES	BUILDING MAINT	38.98
05/01/2026	AMERITAS LIFE INSURANCE GRP- VISION	CURRENT PAY WITHHOLDING VISION INSURANCE Pay Period: 04/25/2026	530.48
05/11/2026	ARNOLD MOTOR SUPPLY	PARTS	15.09
05/11/2026	ARNOLD MOTOR SUPPLY	PARTS	17.40
05/11/2026	ARNOLD MOTOR SUPPLY	PARTS	17.40
05/11/2026	ARNOLD MOTOR SUPPLY	EQUIPMENT MAINT	24.52
05/11/2026	ARNOLD MOTOR SUPPLY	#729 REPAIR	518.83
05/11/2026	ARNOLD MOTOR SUPPLY	PARTS	245.39
05/11/2026	ARNOLD MOTOR SUPPLY	EQUIPMENT MAINT	16.60
05/11/2026	ARNOLD MOTOR SUPPLY	#729 PARTS	47.79
05/11/2026	ARNOLD MOTOR SUPPLY	EQUIPMENT MAINT	135.37
05/11/2026	ARNOLD MOTOR SUPPLY	SUMP PUMP HOSE	26.70
05/11/2026	ARNOLD MOTOR SUPPLY	#793 PARTS	36.81
05/11/2026	AT & T MOBILITY	PATROL CELL PHONES	647.06
05/11/2026	AT & T MOBILITY	EMS CELL PHONES	178.36
05/11/2026	ATC GROUP SERVICES, LLC DEPOSITORY	ENVIRONMENTAL SERVICES-PH II	7,400.00
05/11/2026	ATC GROUP SERVICES, LLC DEPOSITORY	ENVIRONMENTAL SERVICES ASBESTOS INSPECTION	1,310.50
05/11/2026	ATC GROUP SERVICES, LLC DEPOSITORY	ENVIRONMENTAL SERVICES SOIL EXCAVATION	1,045.00
05/11/2026	ATLANTIC BOTTLING	CAMPBELL CONCESSIONS	642.06
05/11/2026	BAKER GROUP	HVAC DOAS PROGRAMMING	1,593.01
05/11/2026	BAKER GROUP	HVAC DOAS PROGRAMMING	429.35
05/11/2026	BAKER GROUP	HVAC DOAS PROGRAMMING	938.64
05/11/2026	BAKER GROUP	PW ACCESS CONTROL	15,095.00
05/11/2026	BAKER GROUP	CREEKSIDE PAVILION DOOR ACCESS CONTROLS	4,238.80
05/11/2026	BAKER GROUP	RTU # 3 REPAIRS	1,588.22
05/11/2026	BAKER GROUP	BOILER REPAIRS	1,770.34
05/11/2026	BALDWIN SUPPLY COMPANY	CHAIN BINDER	496.00
05/11/2026	BAUER BUILT INC	#728 REPAIR	174.61
05/11/2026	BAX SALES INC	156TH/SHERIDAN METER PIT	89.24
05/11/2026	BAX SALES INC	PARTS	1.35
05/11/2026	BAX SALES INC	HYDRANT BONNET BOLTS	580.52
05/11/2026	BEFORE AND AFTER THE BIRTH LLC	MISC CONTRACT WORK-CHILDREN	140.00
05/11/2026	BENTLEY RIDGE TREE FARM	TREES	3,380.00
05/11/2026	BENTLEY RIDGE TREE FARM	TREES	1,113.00
05/11/2026	BOOT BARN INC	BOOTS SKYLAR	118.99

Date Paid	Vendor Name	Description	Amount Paid
05/11/2026	BOOT BARN INC	SKYLAR BOOTS	178.45
05/11/2026	BOUND TREE MEDICAL LLC	SHARPS CONTAINERS / C COLLARS	236.56
05/11/2026	BOUND TREE MEDICAL LLC	MEDICAL SUPPLIES	146.55
05/11/2026	BRAVO GREATER DES MOINES	HOTEL MOTEL APR 26	13,200.44
05/11/2026	BRILLIANT BORDERS	SIDEWALK SNOW REMOVAL	426.40
05/11/2026	BULLZEYE INC	CUSTODIAL SUPPLIES CPSC FIRE	166.86
05/11/2026	BULLZEYE INC	PAPER AND SOAP DISPENSERS	619.32
05/11/2026	BULLZEYE INC	PAPER AND SOAP DISPENSERS	614.00
05/11/2026	BULLZEYE INC	POLICE CUSTODIAL CONTRACT	2,445.75
05/11/2026	BULLZEYE INC	FIRE CUSTODIAL CONTRACT	659.17
05/11/2026	BULLZEYE INC	EMS CUSTODIAL CONTRACT	1,441.08
05/11/2026	BULLZEYE INC	CITY HALL CUSTODIAL CONTRACT	10,373.00
05/11/2026	BULLZEYE INC	PAVILION CONSTRUCTION CLEANING	750.00
05/11/2026	BUSINESS LETTER, THE	TAGS FOR WATER	258.50
05/11/2026	CAPITAL CITY EQUIPMENT CO	EQUIPMENT MAINT	16.61
05/11/2026	CAPITAL CITY EQUIPMENT CO	#791 PARTS	379.55
05/11/2026	CAPITAL CITY EQUIPMENT CO	#791 PARTS	304.28
05/11/2026	CAROL TAYLOR	PATIENT PAID TWICE ON SAME INVOICE	129.77
05/11/2026	CENGAGE LEARNING INC / GALE	ADULT LIBRARY BOOKS	185.90
05/11/2026	CENGAGE LEARNING INC / GALE	ADULT LIBRARY BKS CC	49.40
05/11/2026	CENGAGE LEARNING INC / GALE	ADULT FICTION BOOKS	26.65
05/11/2026	CENGAGE LEARNING INC / GALE	ADULT LIBRARY BKS CC	26.65
05/11/2026	CENGAGE LEARNING INC / GALE	ADULT LIBRARY BOOKS	53.30
05/11/2026	CINTAS CORPORATION #22M	UNIFORMS	65.81
05/11/2026	CINTAS CORPORATION #22M	UNIFORMS	65.81
05/11/2026	CINTAS CORPORATION #22M	UNIFORMS	24.67
05/11/2026	CINTAS CORPORATION #22M	UNIFORMS	117.91
05/11/2026	CINTAS CORPORATION #22M	UNIFORMS	24.67
05/11/2026	CINTAS CORPORATION #22M	UNIFORMS	65.81
05/11/2026	CINTAS CORPORATION #22M	UNIFORMS	65.81
05/11/2026	CINTAS CORPORATION #22M	UNIFORMS	117.91
05/11/2026	CINTAS CORPORATION #22M	LAUNDRY	344.64
05/11/2026	CINTAS CORPORATION #22M	LAUNDRY	344.64
05/11/2026	CINTAS CORPORATION #22M	UNIFORMS	24.67
05/11/2026	CINTAS CORPORATION #22M	UNIFORMS	65.81
05/11/2026	CINTAS CORPORATION #22M	UNIFORMS	65.81
05/11/2026	CINTAS CORPORATION #22M	UNIFORMS	117.91
05/11/2026	CINTAS CORPORATION #22M	LAUNDRY	344.64
05/11/2026	CITY OF URBANDALE	STREET LIGHTS	622.01
05/11/2026	CITY OF URBANDALE	C303 OIL CHANGE	69.52
05/11/2026	CITY OF URBANDALE	A102 OIL LEAK	2,758.00
05/11/2026	CITY OF WEST DES MOINES	WESTCOM 2/26	52,571.76
05/11/2026	CITY OF WEST DES MOINES	WESTCOM 3/26	52,571.76
05/11/2026	CITY OF WEST DES MOINES	WESTCOM 4/26	52,571.76
05/11/2026	CITY OF WEST DES MOINES	TRAINING-SWAT 3	1,800.00
05/01/2026	CLIVE COMMUNITY SERVICES	CURRENT PAY WITHHOLDING CLIVE COMM SERVICES Pay Period: 04/25/20	19.23
05/01/2026	COLLECTION SERVICES CENTER	CURRENT PAY WITHHOLDING CHILD SUPPORT Pay Period: 04/25/2026	1,775.96
05/11/2026	COMPETITIVE EDGE	STAFF APPAREL	1,493.67
05/11/2026	COMPETITIVE EDGE	GUARD SHIRTS AND SWEATSHIRTS	2,211.55
05/11/2026	COMPETITIVE EDGE	MANAGER SHIRTS AND SWEATSHIRTS	430.50
05/11/2026	CONFLUENCE	GREENBELT LANDING MONUMENT SIGN	2,961.00
05/11/2026	CONSOLIDATED COMMUNICATIONS	PHONE LINES	691.23
05/11/2026	CORE & MAIN LP	CAMPBELL PARK STOP BOX REPAIR	136.81
05/11/2026	CORE & MAIN LP	STOP BOX REPAIR AT CAMPBELL PARK	246.76
05/11/2026	CORELL CONTRACTOR INC	CRUSHED ASPHALT	383.64
05/11/2026	CRESCENT ELECTRIC SUPPLY CO.	LIBRARY LIGHT BULBS	332.80
05/11/2026	CRESCENT ELECTRIC SUPPLY CO.	LIBRARY LIGHT BULB CREDIT	98.22-
05/11/2026	CTI	GREENBELT LANDING CONTRUCTION PROJECT EQUIPMENT	10,848.45

Date Paid	Vendor Name	Description	Amount Paid
05/11/2026	CUSTOM AWARDS & EMBROIDERY	EQUIPMENT	205.00
05/11/2026	DALLAS COUNTY LOCAL HOUSING	FY26 H/M ALLOCATION	2,118.76
04/23/2026	DCI GROUP	CH REMODEL PHASE 2 PAY REQ 7	48,897.01
05/11/2026	DCI GROUP	GREENBELT LANDING CONSTRUCTION	24,290.92
05/11/2026	DELL MARKETING LP	SERVER MAINT RENEWAL	993.71
05/11/2026	DENISE FORNEY	MISC CONTRACT WORK-CHILDREN	150.00
05/11/2026	DES MOINES WATER WORKS	CIWW FIXED MAY2026	80,934.00
05/11/2026	DES MOINES WATER WORKS	WATER PURCHASED APR2026	101,736.18
05/11/2026	DMF GARDENS	LANDSCAPE SHRUBS	1,288.20
05/11/2026	DMF GARDENS	TREES	1,878.15
05/11/2026	DOLL DISTRIBUTING LLC	CAMBPELL CONCESSIONS	1,399.40
05/01/2026	EBS	MEDICAL WITHHOLDING MED W 750 FAMILY EXEMPT Pay Period: 04/25/202	7,492.79
05/01/2026	EBS	MEDICAL WITHHOLDING MED W 750 EMPE + 1 EXEMPT Pay Period: 04/25/2	2,121.85
05/01/2026	EBS	MEDICAL WITHHOLDING MED W 750 SINGLE EXEMPT Pay Period: 04/25/202	654.14
05/01/2026	EBS	MEDICAL WITHHOLDING MED - HDHP FAMILY Pay Period: 04/25/2026	1,276.60
05/01/2026	EBS	MEDICAL WITHHOLDING MED-HDHP EMPL +1 Pay Period: 04/25/2026	335.16
05/01/2026	EBS	MEDICAL WITHHOLDING MED HDHP SINGLE Pay Period: 04/25/2026	478.08
05/01/2026	EBS	MEDICAL WITHHOLDING DENTAL INSURANCE - DELTA (EBS) Pay Period: 04/	2,139.83
05/01/2026	EFTPS	FWT/FICA/MEDICARE CURRENT PAY SOCIAL SECURITY Pay Period: 04/25/2	32,108.91
05/01/2026	EFTPS	FWT/FICA/MEDICARE CURRENT PAY SOCIAL SECURITY Pay Period: 04/25/2	32,108.91
05/01/2026	EFTPS	FWT/FICA/MEDICARE CURRENT PAY MEDICARE Pay Period: 04/25/2026	7,542.54
05/01/2026	EFTPS	FWT/FICA/MEDICARE CURRENT PAY MEDICARE Pay Period: 04/25/2026	7,542.54
05/01/2026	EFTPS	FWT/FICA/MEDICARE CURRENT PAY FEDERAL WITHHOLDING TAX Pay Peri	49,251.12
05/11/2026	ELECTRIC PUMP	GFI BREAKER INSTALL	648.00
05/11/2026	EPIC iO TECHNOLOGIES	PHONE LINES	155.35
05/11/2026	FACTORY MOTOR PARTS	PARTS	245.34
05/11/2026	FASTSIGNS	NEW HIRE HELMET AND LOCKER NAME TAGS	60.77
05/11/2026	FASTSIGNS	PARK SIGNS	1,391.57
05/11/2026	FASTSIGNS	ADOPT A PARK/TRAIL SIGNS	372.19
05/11/2026	FASTSIGNS	PARK SIGNAGE - CAMPBELL	636.60
05/11/2026	FASTSIGNS	GOAT SIGNS	59.32
05/11/2026	FIRST RESPONDER SUPPLY, LLC	UNIFORM ALLOW - C. SEVERIN	44.64
05/11/2026	FIRST RESPONDER SUPPLY, LLC	UNIFORM ALLOW - B. CRANNELL	204.99
05/11/2026	FIRST RESPONDER SUPPLY, LLC	UNIFORM ALLOW - I. MOHAMMAD	242.09
05/11/2026	FREEDOM TIRE	PATCHING RIG TIRES	331.04
05/11/2026	FREEDOM TIRE	#702 TIRE	35.00
05/11/2026	FREEDOM TIRE	VEHICLE OPERATIONS - #210	640.00
05/11/2026	GALLS LLC	UNIFORM ALLOW - C. SEVERIN	61.19
05/11/2026	GALLS LLC	NEW OFFICERS UNIFORM-A. THANT	58.52
05/11/2026	GALLS LLC	UNIFORM ALLOW - D. CLARK	54.55
05/11/2026	GLOVE PRO PLUS	EQUIPMENT	400.00
05/11/2026	GRAINGER	WATER FOUNTAIN REPAIR	37.67
05/11/2026	GRAINGER	WATER FOUNTAIN REPAIR	37.67
05/11/2026	GRAINGER	WATER FOUNTAIN REPAIR	37.67
05/11/2026	GRAINGER	WATER FOUNTAIN REPAIR	37.68
05/11/2026	GRAINGER	SWITCH REPLACEMENT	21.28
05/11/2026	GRAYBAR ELECTRIC CO.	FIBER REPAIR AQUATICS CENTER	357.12
05/11/2026	GRIMES ASPHALT & PAVING	STREET MAINT SUPPLIES	156.00
05/11/2026	GRIMES ASPHALT & PAVING	COLD PATCH	2,173.10
05/11/2026	GROUP CREATIVE SERVICES	GREENBELT LANDING ARTWORK PMT 2	187,500.00
05/11/2026	GTR DM CONVENTION & VISITORS B	HOTEL MOTEL APR 26	13,200.44
05/11/2026	HANNAH JAQUES	DEPOSIT REFUND	12.47
04/23/2026	HGS LLC	LARGE WOODY VEG MGMT PAY REQ 2	509,876.48
05/11/2026	HI TOUCH BUSINESS SERVICES	OFFICE SUPPLIES	156.14
05/11/2026	HI TOUCH BUSINESS SERVICES	OFFICE SUPPLIES	16.78
05/11/2026	HOTSY CLEANING SYSTEM	HOTSY REPAIR	207.17
05/11/2026	HOTSY CLEANING SYSTEM	HOTSY REPAIR	207.17
05/11/2026	HOTSY CLEANING SYSTEM	HOTSY REPAIR	207.17

Date Paid	Vendor Name	Description	Amount Paid
05/11/2026	HOTSY CLEANING SYSTEM	HOTSY REPAIR	207.17
04/23/2026	HYDRO KLEAN LLC	SANITARY SEWER LINING PAY REQ 2 RETAINAGE	4,407.59
05/01/2026	ICMA	LOAN REPAYMENT LOAN REPAYMENT Pay Period: 04/25/2026	622.01
05/01/2026	ICMA RETIREMENT CORP.#457	CURRENT PAY WITHHOLDING ICMA -DEF COMP Pay Period: 04/25/2026	12,522.17
05/01/2026	ICMA RETIREMENT CORP.#457	CURRENT PAY WITHHOLDING ICMA ROTH DEF COMP Pay Period: 04/25/202	10,877.04
05/01/2026	ICMA RETIREMENT CORP.#457	CURRENT PAY WITHHOLDING ICMA CITY OUT DEF COMP - Pay Period: 04/2	7,494.69
05/11/2026	IMAGE SOLUTIONS	SWAG BAGS	1,187.40
05/11/2026	IMAGE SOLUTIONS	LOGOED APPAREL PD	20.00
05/11/2026	IMAGE SOLUTIONS	LOGOED APPAREL CE	52.00
05/11/2026	IMAGE SOLUTIONS	LOGOED APPAREL BLD	62.00
05/11/2026	IMAGE SOLUTIONS	LOGOED APPAREL PW	96.50
05/11/2026	IMAGE SOLUTIONS	LOGOED APPAREL REC	155.50
05/11/2026	INFOMAX OFFICE SYSTEMS INC	COPIER MAINTENANCE	1,168.56
05/11/2026	INFOMAX OFFICE SYSTEMS INC	PRINTERS	5,855.00
05/11/2026	INFOMAX OFFICE SYSTEMS INC	PRINTER MAINT	40.00
05/11/2026	INGRAM BOOK COMPANY	ADULT BOOKS	19.62
05/11/2026	INGRAM BOOK COMPANY	BOOKS-CHILDREN	9.46-
05/11/2026	INTERSTATE ALL BATTERY CENTER	#746 PARTS	118.75
05/11/2026	IOWA ONE CALL	LOCATES	271.95
05/11/2026	IOWA ONE CALL	LOCATES	271.95
05/11/2026	IOWA SIGNAL INC.	80TH/ALICE TRAFFIC SIGNAL CABINET	150.00
05/11/2026	IOWA STATE UNIVERSITY	PROFESSIONAL FEES	3,000.00
05/11/2026	IOWA-DES MOINES SUPPLY INC	BUILDING MAINT	612.70
05/01/2026	IPERS	CURRENT PAY IPERS WITHHOLDING IPERS-REGULAR MEMBERS Pay Perio	20,546.03
05/01/2026	IPERS	CURRENT PAY IPERS WITHHOLDING IPERS-REGULAR MEMBERS Pay Perio	30,835.33
05/01/2026	IPERS	CURRENT PAY IPERS WITHHOLDING IPERS RETIREMENT -FIRE Pay Period:	5,070.28
05/01/2026	IPERS	CURRENT PAY IPERS WITHHOLDING IPERS RETIREMENT -FIRE Pay Period:	7,351.30
05/01/2026	IPERS	CURRENT PAY IPERS WITHHOLDING IPERS-ELECTED OFFICIALS Pay Perio	144.06
05/01/2026	IPERS	CURRENT PAY IPERS WITHHOLDING IPERS-ELECTED OFFICIALS Pay Perio	216.20
05/11/2026	JENNA SCHISSEL THERAPY LLC	MISC CONTR WORK	140.00
05/11/2026	KATE MORRISSEY	DEPOSIT REFUND	29.99
05/11/2026	LARRYS WINDOW SERVICE INC.	PAVILION CONSTUCTION WINDOW CLEANING	187.50
05/11/2026	LOGAN CONTRACTORS SUPPLY	STREET MAINT SUPPLIES	3,780.00
05/11/2026	LOGAN CONTRACTORS SUPPLY	STREET MAINT SUPPLIES	3,610.00
05/11/2026	LOWES HOME CENTERS INC	CONCRETE	92.20
05/11/2026	LOWES HOME CENTERS INC	TRASH CANS	180.40
05/11/2026	MACQUEEN EQUIPMENT	ROOT CUTTER REPLACEMENT	2,569.46
05/11/2026	MAIL SERVICES	REMINDER NOTICES APR26	43.69
05/11/2026	MAIL SERVICES	POSTAGE	188.93
05/11/2026	MANGO LANGUAGES	DATA PROCESSING-MANGO	2,917.22
05/11/2026	MARTIN BROS	CAMPBELL CONCESSIONS	336.09
05/11/2026	MEDIACOM	LIBRARY INTERNET	19.95
05/11/2026	MEDIACOM	LIBRARY INTERNET	294.90
05/11/2026	MENARDS	DEHUMIDIFERS AND PARTS FOR 156TH/HICKMAN PIT	433.40
05/11/2026	MENARDS	CREDIT SUPPLIES	15.76-
05/11/2026	MENARDS	HOSE CONNECTORS FOR PITS	20.95
05/11/2026	MENARDS	BUILDING MAINT	18.21
05/11/2026	MENARDS	BUILDING MAINT	18.22
05/11/2026	MENARDS	BUILDING MAINT	18.21
05/11/2026	MENARDS	BUILDING MAINT	18.21
05/11/2026	MENARDS	ELECTRICAL OUTLET FOR 118TH PIT	71.73
05/11/2026	MENARDS	ELECTRICAL CORD FOR 156TH/HAWTHORN	44.99
05/11/2026	MENARDS	WASHERS	5.90
05/11/2026	MENARDS	TRASH CAN FOR JET TRUCK	5.89
05/11/2026	MENARDS	DEHUMIDIFER FOR 118TH PIT	171.07
05/11/2026	MENARDS	SIGN POSTS - ADOPT A PARK	158.36
05/11/2026	MENARDS	MOUSE TRAPS	16.17
05/11/2026	MENARDS	BUILDING MAINT	136.91

Date Paid	Vendor Name	Description	Amount Paid
05/11/2026	MENARDS	TRAFFIC SUPPLIES	19.99
05/11/2026	MENARDS	INTAKE SUPPLIES	134.80
05/11/2026	MENARDS	REPAIR PARTS - CAC	53.41
05/11/2026	MENARDS	VEHICLE MAINT	21.99
05/11/2026	MENARDS	VAC PUMP	11.99
05/11/2026	MENARDS	GOATS THERMOMETER	3.98
05/11/2026	MENARDS	WEDGE ANCHORS	48.12
05/11/2026	MENARDS	INTAKE SUPPLIES	603.80
05/11/2026	MENARDS	ROPE FOR CRIBBING AND PVC PIPE FOR E321 BROOM MOUNT	17.63
05/11/2026	MENARDS	WATER SUPPLIES	43.98
05/11/2026	MENARDS	INTAKE SUPPLIES	134.80
05/11/2026	MENARDS	CAC WEATHERPROOF REPAIR	33.25
05/11/2026	MENARDS	GLOVES	116.93
05/11/2026	MENARDS	BRUSHES	23.94
05/11/2026	MENARDS	SUPPLIES	108.43
05/11/2026	MENARDS	SUPPLIES	18.70
05/11/2026	MENARDS	SHERIDAN PIT PARTS	2.71
05/11/2026	MENARDS	PLUMBING PARTS	26.96
05/11/2026	MENARDS	CARTS	39.96
05/11/2026	MENARDS	AED INSTALL PARTS - CAMPBELL	106.25
05/11/2026	MENARDS	AED INSTALL PARTS - CAMPBELL	3.38
05/11/2026	MENARDS	WEATHERPROOF PATCH - CAC	16.28
05/11/2026	MERCY HEALTH & FITNESS	WELLNESS COACHING	280.00
05/11/2026	MERCYONE CLIVE PHARMACY	EMS MEDICATIONS	48.76
05/11/2026	MERCYONE CORP OFFICE BUSINESS SOL	WELLNESS SCREENING	3,000.00
05/11/2026	MERCYONE HEALTH & FITNESS CENTER	WELLNESS COACHING	800.00
05/11/2026	METRO WASTE AUTHORITY	COMPOST STICKERS	8,576.00
05/11/2026	METRO WASTE AUTHORITY	CURB IT - APR 26	28,522.08
05/11/2026	METRO WASTE AUTHORITY	SOLID WASTE APR 26	73,145.34
05/11/2026	MIDAMERICAN ENERGY DAV	STREET LIGHTS	16,100.04
05/11/2026	MIDAMERICAN ENERGY DAV	STREET LIGHTS	55.48
05/11/2026	MIDAMERICAN ENERGY DAV	TRAFFIC LIGHTS	484.14
05/11/2026	MIDAMERICAN ENERGY DAV	WATER FACILITIES	182.43
05/11/2026	MIDAMERICAN ENERGY DAV	TRAFFIC LIGHTS	23.14
05/11/2026	MIDAMERICAN ENERGY DAV	TRAFFIC LIGHTS	24.46
05/11/2026	MIDAMERICAN ENERGY DAV	TRAFFIC LIGHTS	1.25
05/11/2026	MIDAMERICAN ENERGY DAV	ELECTRIC & GAS SERVICE CITY HALL	2,083.63
05/11/2026	MIDAMERICAN ENERGY DAV	PW BUILDING	926.12
05/11/2026	MIDAMERICAN ENERGY DAV	ELECTRIC AND GAS SERVICE PARKS	29.64
05/11/2026	MIDAMERICAN ENERGY DAV	TRAFFIC LIGHTS	56.33
05/11/2026	MIDAMERICAN ENERGY DAV	ELECTRIC AND GAS SERVICE CPSC	953.09
05/11/2026	MIDAMERICAN ENERGY DAV	ELECTRIC AND GAS SERVICE CPSC	435.95
05/11/2026	MIDAMERICAN ENERGY DAV	ELECTRIC AND GAS SERVICE CPSC	1,617.54
05/11/2026	MIDAMERICAN ENERGY DAV	ELECTRIC AND GAS SERVICE PARKS	12.12
05/11/2026	MIDAMERICAN ENERGY DAV	TRAFFIC LIGHTS	78.71
05/11/2026	MIDAMERICAN ENERGY DAV	ELECTRIC AND GAS SERVICE PARKS	123.53
05/11/2026	MIDAMERICAN ENERGY DAV	STREET LIGHTS	28.89
05/11/2026	MIDAMERICAN ENERGY DAV	STREET LIGHTS	59.54
05/11/2026	MIDAMERICAN ENERGY DAV	ELECTRIC AND GAS SERVICE PARKS	329.89
05/11/2026	MIDAMERICAN ENERGY DAV	ELECTRIC AND GAS SERVICE PARKS	10.00
05/11/2026	MIDAMERICAN ENERGY DAV	ELECTRIC AND GAS SERVICE PARKS	10.00
05/11/2026	MIDAMERICAN ENERGY DAV	ELECTRIC AND GAS SERVICE PARKS	10.00
05/11/2026	MIDAMERICAN ENERGY DAV	WATER FACILITIES	30.42
05/11/2026	MIDAMERICAN ENERGY DAV	ELECTRIC AND GAS SERVICE HARBACH	1,295.23
05/11/2026	MIDWEST BREATHING AIR LLC	REPAIR ON SCBA COMPRESSOR	171.54
05/11/2026	MOSS BROS. INC	SHOP SUPPLIES	15.34
05/01/2026	MUNICIPAL FIRE & POLICE	CURRENT PAY WITHHOLDING MUNICIPAL FIRE & POLICE RETIRE Pay Perio	10,337.24
05/01/2026	MUNICIPAL FIRE & POLICE	CURRENT PAY WITHHOLDING MUNICIPAL FIRE & POLICE RETIRE Pay Perio	24,098.86

Date Paid	Vendor Name	Description	Amount Paid
05/11/2026	NAPA DISTRIBUTION CENTER	#729 PARTS	202.01
05/11/2026	NAPA DISTRIBUTION CENTER	#793 FORKLIFT PART	19.83
05/11/2026	NETWORKS	SOFTWARE SUBSCR	7.70
05/11/2026	NETWORKS	PROFESSIONAL FEES	1,252.50
05/11/2026	NETWORKS	HOSTED BACKUP	5,524.52
05/11/2026	NYEMASTER-GOODE	PROSECUTIONS	4,344.00
05/11/2026	NYEMASTER-GOODE	CITY COUNCIL	1,000.00
05/11/2026	NYEMASTER-GOODE	LEGAL GENERAL	7,152.00
05/11/2026	NYEMASTER-GOODE	LEGAL	3,834.00
05/11/2026	NYEMASTER-GOODE	LEGAL	108.00
05/11/2026	NYEMASTER-GOODE	LEGAL	54.00
05/11/2026	NYEMASTER-GOODE	LEGAL	2,916.00
05/11/2026	NYEMASTER-GOODE	LEGAL	832.00
05/11/2026	NYEMASTER-GOODE	LEGAL	459.00
05/11/2026	NYEMASTER-GOODE	LEGAL	135.00
05/11/2026	ONE SOURCE	BACKGROUND CHECKS	650.00
05/11/2026	OPN ARCHITECTS INC	PAY REQ 25 - CH REMODEL DESIGN OPN	2,885.72
05/11/2026	OREILLY AUTOMOTIVE INC	WIPER BLADES FOR PD CAR (C301)	66.48
05/11/2026	OREILLY AUTOMOTIVE INC	CREDIT WIPER BLADES	26.14-
05/11/2026	OREILLY AUTOMOTIVE INC	VEHICLE OPERATIONS	25.18
05/11/2026	ORIGINAL WATERMEN	GUARD SUITS	3,887.24
05/11/2026	PAYPAL INC VPS	DATA PROCESSING-ECOMMERCE	54.10
05/11/2026	PCC AMBULANCE BILLING SERVICE	AMBULANCE BILLING FOR MARCH	4,113.39
05/11/2026	PHIL DICKEY	SPRING MARTIAL ARTS INSTRUCTION	190.00
05/11/2026	PLAYAWAY PRODUCTS LLC	YOUTH MEDIA	2,219.26
05/11/2026	PLUMB SUPPLY	BUILDING REPAIRS	47.44
05/11/2026	PLUMB SUPPLY	BUILDING REPAIRS	24.77
05/11/2026	POLICY CONFLUENCE INC	2026 RESIDENT SURVEY MULTI YEAR CONTRACT	19,750.00
05/11/2026	POLK COUNTY TREASURER	PROPERTY TAXES	3,215.00
05/11/2026	POLK COUNTY TREASURER	PROPERTY TAXES	589.00
05/11/2026	POLK COUNTY TREASURER	PROPERTY TAXES	1,446.00
05/11/2026	POLK COUNTY TREASURER	PROPERTY TAXES	1,696.00
05/11/2026	POLK COUNTY TREASURER	PROPERTY TAXES	1,211.00
05/11/2026	POLK COUNTY TREASURER	PROPERTY TAXES	1,482.00
05/11/2026	POLK COUNTY TREASURER	PROPERTY TAXES	1,757.00
05/11/2026	POLK COUNTY TREASURER	PROPERTY TAXES	1,779.00
05/11/2026	PRODIGY CARE SERVICES	411 RX	870.97
05/11/2026	R3 COMMERCIAL ROOFING	ROOF REPAIRS	455.97
05/11/2026	RED WING BUSINESS ADVANTAGE ACCOUNT	BOOTS NOLAN	224.99
05/01/2026	RELIANCE STANDARD LIFE INSURANCE	VOL LIFE INSURANCE Pay Period: 04/25/2026	1,195.09
05/11/2026	REVIZE LLC	HOSTED WEBSITE	3,400.00
05/11/2026	RHOMAR INDUSTRIES INC.	STREET MAINT SUPPLIES	3,570.76
05/11/2026	RINGCENTRAL INC	HOSTED VOICE	2,686.02
05/11/2026	SADIE HEUERTZ	MISC CONTR WORK	325.00
05/11/2026	SEEDORFF MASONRY INC	CH REMODEL MASONRY REPAIR WORK	2,010.00
05/11/2026	SHIELD TECHNOLOGY CORP	PAY TO OTHER AGENCIES	150.00
05/11/2026	SHREDDER, THE	DOCUMENT DESTRUCTION	60.00
05/11/2026	SHREDDER, THE	DOCUMENT DESTRUCTION	60.00
05/11/2026	SILVERSTAR CAR WASH	CAR WASHES - PARKS	40.00
05/11/2026	SILVERSTAR CAR WASH	CAR WASHES - REC	60.00
05/11/2026	SILVERSTAR CAR WASH	CAR WASHES - PW	80.00
05/11/2026	SILVERSTAR CAR WASH	CAR WASHES - PW	40.00
05/11/2026	SIRCHIE ACQUISITION COMPANY	EQUIPMENT - SRO KIT	181.48
05/11/2026	SMITHGROUP, INC	GREENBELT LANDING DESIGN WORK	12,814.40
05/11/2026	SMITHGROUP, INC	LINNAN PARK DESIGN WORK	5,553.00
05/11/2026	SPRAYER SPECIALTIES INC	STREET MAINT SUPPLIES	30.30
04/23/2026	STANTEC CONSULTING SERVICES, INC	LITTLE WALNUT CREEK PAY REQ 21	2,661.25
05/11/2026	STAPLES	OFFICE SUPPLIES	123.87

Date Paid	Vendor Name	Description	Amount Paid
05/11/2026	STAPLES	SHOP SUPPLIES	81.78
05/11/2026	STAPLES	BREAKROOM SUPPLIES	134.87
05/11/2026	STAPLES	OFFICE SUPPLIES	56.69
05/11/2026	STAPLES	SHOP SUPPLIES	76.38
05/11/2026	STAPLES	OFFICE SUPPLIES	230.06
05/11/2026	STAPLES	OFFICE SUPPLIES	275.20
05/11/2026	STATE CHEMICAL SOLUTIONS	GRAFFITI REMOVER	281.00
05/11/2026	STEVE SIMON	DEPOSIT REFUND	74.26
05/11/2026	STIVERS FORD	VEHICLE REPAIRS MINUS TAX	2,954.61
05/11/2026	STUART VETERINARY CLINIC	GOATS MEDICAL	141.82
05/11/2026	SUMMIT FIRE PROTECTION	PAVILION FIRE INSPECTION	549.77
05/11/2026	SUPERIOR PEST CONTROL	PEST CONTROL HARBACH	250.00
05/11/2026	SUPERIOR PEST CONTROL	PEST CONTROL CPSC	177.54
05/11/2026	SUPERIOR PEST CONTROL	PEST CONTROL CPSC	47.85
05/11/2026	SUPERIOR PEST CONTROL	PEST CONTROL CPSC	104.61
05/11/2026	SUPERIOR PEST CONTROL	PEST CONTROL CITY HALL	331.00
05/11/2026	TARGET SOLUTIONS LEARNING	ONLINE TRAINING MEMBERSHIP	6,433.55
05/11/2026	TERRACON CONSULTANTS INC	GREENBELT LANDING ENGINEERING	1,821.00
05/11/2026	TRAFFIC LOGIX	EQUIPMENT	5,156.00
05/01/2026	TREAS - STATE OF IA WH TAX	STATE WITHHOLDING STATE WITHHOLDING TAX Pay Period: 04/25/2026	23,314.00
05/11/2026	TRITECH SOFTWARE SYSTEMS	PROFESSIONAL FEES	495.00
05/01/2026	UNITED WAY	CURRENT PAY WITHHOLDING UNITED WAY Pay Period: 04/25/2026	57.69
05/11/2026	VALVOLINE LLC	VEHICLE OPERATIONS	49.80
05/11/2026	VANGUARD ID SYSTEMS	OFFICE SUPPLIES	331.75
05/11/2026	VERIZON	DATA PLANS	1,187.22
05/11/2026	VERIZON	CELL DATA SERVICE	38.46
05/11/2026	VERIZON	CELL DATA SERVICE	115.38
05/11/2026	VERIZON	CELL DATA SERVICE	115.38
05/11/2026	VERIZON	DATA PROCESSING HOT SPOTS	80.02
05/11/2026	VERIZON	DCU CELL	125.12
05/11/2026	VESERIS	CHEMICALS FOR MOSQUITO SPRAYER	5,496.10
05/11/2026	VIBRANT MUSIC ACADEMY LLC	MISC CONTRACT WORK-CHILDREN	360.00
05/11/2026	WELTER STORAGE EQUIPMENT CO	PALLET RACK	248.50
05/11/2026	WELTER STORAGE EQUIPMENT CO	PALLET RACK	248.50
05/11/2026	WELTER STORAGE EQUIPMENT CO	PALLET RACK	248.50
05/11/2026	WELTER STORAGE EQUIPMENT CO	PALLET RACK	248.50
05/11/2026	WEST DES MOINES PUBLIC LIBRARY	MARKETING-CENTRAL IA LIBRARIES	164.00
05/11/2026	WEST DES MOINES WATER WORKS	WATER FACILITIES	208.89
05/11/2026	ZIMCO SUPPLY CO	FIELD CHALK	420.00
05/11/2026	ZIMCO SUPPLY CO	AQUATIC POND SURFACTANT	197.85
05/11/2026	BRIAN CONGDEN	PERFORMER	800.00
05/11/2026	WADE KRIEG	PERFORMER	700.00
05/11/2026	SHONDRA RENEE MCLAUGHIN	PERFORMER	1000.00
Grand Totals:			2,083,240.28

Date Paid	Vendor Name	Description	Amount Paid

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

Bill List Claims (04/21/2026 - 5/11/2026)	$	2,083,240.28
Payroll (05/1/2026)		347,273.41
Total	$	2,430,513.69

Of the total payrolls, $0 are expense reimbursements.

Elizabeth A Hansen Date: 5/11/2026

Elizabeth Hansen, Director of Administrative Services

Dated: _____

City Council:

Breanne Hocker _____

Eric Klein _____

Ted Weaver _____

Sadie Gasparotto _____

Susan Judkins _____

Memo

TO: Mayor and Council members
FROM: Madison Wirth, Deputy City Clerk
DATE: May 14, 2026
RE: Approve Retail Tobacco Sales License Renewal Application - Casey's #2099 - 2250 Woodlands Pkwy

SYNOPSIS:
Staff recommends approval.

Attachments:
1. Casey's #2099

Memo

TO: Mayor and Council members
FROM: Madison Wirth, Deputy City Clerk
DATE: May 14, 2026
RE: Approve Retail Tobacco Sales License Renewal Application - Casey's #2253 - 2070 NW 100th St.

SYNOPSIS:
Staff recommends approval.

Attachments:
1. Casey's #2253

Memo

TO: Mayor and Council members
FROM: Madison Wirth, Deputy City Clerk
DATE: May 14, 2026
RE: Approve Retail Tobacco Sales License Renewal Application - Central Iowa Vapors - 15960 Hickman Rd.

SYNOPSIS:
Staff recommends approval.

Attachments:
1. Central Iowa Vapors (CIV PLUS)

Memo

TO: Mayor and Council members
FROM: Madison Wirth, Deputy City Clerk
DATE: May 14, 2026
RE: Approve Retail Tobacco Sales License Renewal Application - Git-N-Go #43 - 11408 Forest Avenue

SYNOPSIS:
Staff recommends approval.

Attachments:
1. Git-N-Go #43

Memo

TO: Mayor and Council members
FROM: Matthew Graham, City Clerk
DATE: May 14, 2026
RE: Approve Retail Alcohol Sales License Renewal Application - Fareway - 10151 University Avenue

SYNOPSIS:
Staff recommends approval.

Attachments:
1. Fareway Stores, Inc. #106 06_14_2026

Memo

TO: Mayor and Council members
FROM: Matthew Graham, City Clerk
DATE: May 14, 2026
RE: Approve Retail Alcohol Sales License Renewal Application - Maverik - 1725 NW 86th Street

SYNOPSIS:
Staff recommends approval.

Attachments:
1. Maverik #5018 07_01_2026

Memo

TO: Mayor and Council members
FROM: Matthew Graham, City Clerk
DATE: May 14, 2026
RE: Approve Retail Alcohol Sales License Renewal Application - Walgreens #07967 - 15601 Hickman Road

SYNOPSIS:
Staff recommends approval.

Attachments:
1. Walgreens #07967 06_19_2026

Memo

TO: Mayor and Council members
FROM: Matthew Graham, City Clerk
DATE: May 14, 2026
RE: Approve Retail Alcohol Sales License Renewal Application - Walgreens #05060 - 12753 University Avenue

SYNOPSIS:
Staff recommends approval.

Attachments:
1. Walgreens #05060 06_19_2026

Memo

TO: Mayor and Council members
FROM: Tiffany Belieu, Administrative Specialist
DATE: May 14, 2026
RE: Resolution Approving Temporary Street Closing - Block Party - Devonshire Pkwy. Between Dellwood and Maple - Friday, May 22, 2026 - 4:00 p.m. - 9:00 p.m.

SYNOPSIS:
Resolution and application for block party on 5-22-2026

Attachments:
1. Larson Block Party Application 5-22-26
2. Larson Block Party Resolution 5-22-2026

RESOLUTION NO. _____

RESOLUTION TEMPORARILY CLOSING

WHEREAS, the residents living at 3045 Devonshire Pkwy., Clive, petitioned the City Council to close Devonshire Pkwy. Between Dellwood and Maple, between the hours of 4:00 p.m. – 9:00 p.m. and:

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

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

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

1. Subject to the provisions of paragraphs 2 and 3 below having first been met, the City Council of the City of Clive, Iowa, hereby closes the portion of Devonshire Pkwy. between Dellwood and Maple between 4:00 p.m. and 9:00 p.m. to through traffic.

2. This resolution shall be of no force and effect unless one or more residents living at 3045 Devonshire Pkwy. shall first obtain those barricades of the type and number required by the Director of Public Works of the City of Clive, Iowa. Said delivery to be a time and place designated by Director.

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

PASSED AND APPROVED this _____ day of _____ 2026.

_____
John Edwards, Mayor

ATTEST:

_____
Matthew Graham, City Clerk

Memo

TO: Mayor and Council members
FROM: Tiffany Belieu, Administrative Specialist
DATE: May 14, 2026
RE: Resolution Approving Temporary Street Closing - Block Party - The Portion of Lakeview Drive in Front of Applicant Address - Friday, May 15, 2026 - 10:00 a.m. - 2:00 p.m.

SYNOPSIS:
Resolution and application for block party on 5-15-2026

Attachments:
1. Tariq 5-15-26 Block Party Application
2. Tariq Block Party Resolution

RESOLUTION NO. _____

RESOLUTION TEMPORARILY CLOSING

WHEREAS, the residents living at 13880 Lakeview Drive, Clive, petitioned the City Council to close the portion of Lakeview Drive that is in front 13880 Lakeview Drive on Friday, May 15th, between the hours of 10:00 a.m. – 2:00 p.m. and:

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

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

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

1. Subject to the provisions of paragraphs 2 and 3 below having first been met, the City Council of the City of Clive, Iowa, hereby closes the portion of Lakeview Drive that is in front of 13880 Lakeview Drive between 10:00 a.m. and 2:00 p.m. to through traffic.

2. This resolution shall be of no force and effect unless one or more residents living at 13880 Lakeview Drive shall first obtain those barricades of the type and number required by the Director of Public Works of the City of Clive, Iowa. Said delivery to be a time and place designated by Director.

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

PASSED AND APPROVED this _____ day of _____ 2026.

_____
John Edwards, Mayor

ATTEST:

_____
Matthew Graham, City Clerk

Memo

TO: Mayor and Council members
FROM: Mark Mertens, Code Enforcement Officer
DATE: May 14, 2026
RE: Resolution Approving Change Order #1 - Pearson's Dirtwork & Trucking - 2026 Flood Mitigation Demolition Project (7705 University Avenue) - $1,400.00

SYNOPSIS:
During demolition activities at 7705 University Avenue, additional asbestos-containing materials were discovered that were not included in the original project scope. Additional abatement was required to comply with environmental regulations and allow demolition to proceed safely.

Change Order #1 increases the contract with Pearson’s Dirtwork & Trucking by $1,400.00, for a revised total contract amount of $51,300.00.

Staff recommends approval of Change Order #1 and authorization for the Mayor to execute the change order.

Attachments:
1. Resolution Approving Change Order #1 (7705 University Avenue)
2. Change Order #1 (7705 University Avenue)

RESOLUTION NO. _____

RESOLUTION APPROVING CHANGE ORDER NO. 1 FOR THE 2026 FLOOD MITIGATION DEMOLITION PROJECT (7705 UNIVERSITY AVENUE)

WHEREAS, City staff has determined that it is necessary to make the changes set forth in Change Order No. 1 to the contract with Pearson's Dirtwork & Trucking for the 2026 Flood Mitigation Demolition Project located at 7705 University Avenue (the "Project"); and

WHEREAS, the changes are required due to unforeseen site conditions, specifically the discovery of additional asbestos-containing materials not included in the original contract scope; and

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

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

That Change Order No. 1 to the contract with Pearson's Dirtwork & Trucking is hereby determined to be in the best interests of the residents of the City of Clive, Iowa, and is hereby accepted and approved; and

The Mayor is hereby authorized and directed to execute said Change Order No. 1 on behalf of the City of Clive, Iowa.

PASSED AND APPROVED THIS ____ of May, 2026.

CITY OF CLIVE, IOWA

By: _____
John Edwards, Mayor

ATTEST:

_____
Matthew Graham, City Clerk

Change Order No. 1

DATE:
April 27, 2026

PROJECT:
404 Hazard Mitigation Property Acquisition Demolition Program For the City of Clive
(2026 Flood Mitigation Demolition Project/7705 University Avenue)

TO:
Pearson's Dirtwork & Trucking
PO Box 329
Berwick, IA 50032

THE CONTRACT IS CHANGED AS FOLLOWS:

This change order is necessary due to **unforeseen site conditions**, specifically the discovery of additional asbestos-containing materials not included in the original contract scope. The additional abatement work was required to ensure compliance with environmental regulations and to allow demolition activities to proceed safely.

The original (Contract Sum) was $49,900.00.
The net change by previously authorized Change Orders $0.
The (Contract Sum) prior to this Change Order was $49,900.00.
The (Contract Sum) will be (increased) by this Change Order in the amount of $1,400.00.
The new (Contract Sum) including this Change Order will be $51,300.00

Pearson's Dirtwork & Trucking

4-28-26
Date

City of Clive

John Edwards, Mayor Date

Memo

TO: Mayor and Council members
FROM: Jonathan Cygan, Civil Engineer
DATE: May 14, 2026
RE: Resolution Approving Change Order #2 - Sternquist Construction - Harbach Blvd Phase 2 Reconstruction - $495.00

SYNOPSIS:

Staff is recommending approval of Change Order #2 in the amount of $495.00 to Sternquist Construction for work performed on the above referenced project.

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

1. Limb clearing performed in the Right of Way. Normally if this work is needed for public improvement projects Engineering and Parks departments have coordinated limb clearing on public ground a head of contractor after requested by the contractor that it is necessary. This circumstance is unique as there is an aerial service line where the limb clearing is to occur. Parks felt more comfortable for the contractor to perform this work after requested as necessary.

A breakdown of the contract status is as follows:

Amended Contract Amount - $2,700,839.00

Change Order #2 - $495.00

Revised Contract Amount - $2,701,334.00

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

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

RESOLUTION NO. _____

RESOLUTION APPROVING CHANGE ORDER NO. 2
FOR STERNQUIST CONSTRUCTION
HARBACH BLVD PHASE 2 RECONSTRUCTION

WHEREAS, the City staff has determined that it is necessary to make the changes set forth in Change Order No. 2 to the contract with Sternquist Construction in regard to the Harbach Blvd Phase 2 Reconstruction (the "Project"); and

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

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

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

PASSED AND APPROVED THIS _____ day of _____, 2026.

By: _____
John Edwards, Mayor

ATTEST:

By: _____
Matthew D. Graham, City Clerk

City of Clive
Change Order Details
Harbach P2

Description	Reconstruction of Harbach Blvd
Prime Contractor	STERNQUIST CONSTRUCTION INDIANOLA, IA
Change Order	2
Status	Pending
Date Created	05/01/2026
Type	Changed Conditions
Summary	Tree trimming
Change Order Description	Trimming of overhanging evergreen tree on south side of street.
Awarded Project Amount	$2,700,344.00
Authorized Project Amount	$2,700,839.00
Change Order Amount	$495.00
Revised Project Amount	$2,701,334.00

New Items

Line Number	Item ID	Unit	Quantity	Unit Price	Extension
Section: 1 - Description					
1080	26-230	LS	1.000	$495.000	$495.00
Tree Trimming					
1 item					Total: $495.00

Mayor, City of Clive **Date**

Project Engineer, Jon Cygan **Date**

Field Engineer, Nolan Daft **Date**

Contractor, Sternquist Construction **Date**

Memo

TO: Mayor and Council members
FROM: Alyssa Welling, Administrative Assistant
DATE: May 14, 2026
RE: Resolution Approving Change Order #3 - Country Landscapes, Inc. - Greenbelt Landing - $28,542.59

SYNOPSIS:
Staff is recommending approval of Change Order #3 in the amount of **$28,542.59** to Country Landscapes, Inc. for work performed at Greenbelt Landing. This change order covers additional temporary mulch, engineered soils to bioretention cells, grade changes to event stage, and retentional wall base additions.

Original Contract Amount: **$925,000**
Change Order #3: **$28,542.59**
Total Change Orders to Date: **$46,162.59**
New Contract Total With Change Orders: **$971,162.59**

Attachments:
1. Resolution Approving Change Order #3 - Greenbelt Landing Country Landscapes

RESOLUTION NO. _____

RESOLUTION APPROVING CHANGE ORDER NO. 3 FOR COUNTRY LANDSCAPES, INC.
GREENBELT LANDING CONSTRUCTION PROJECT

WHEREAS, City staff has determined that it is necessary to make the changes set forth in Change Order No. 3 to the contract with Country Landscapes, Inc. in regard to the Greenbelt Landing Construction Project (the "Project"); and

WHEREAS, the City Council of the City of Clive, Iowa, is desirous of approving said Change Order No. 3 and authorizing the Mayor to execute the same on behalf of the City of Clive, Iowa;

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

That Change Order #3 to the Greenbelt Landing contract with Country Landscapes, Inc., is hereby determined to be in the best interests of the residents 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 #3 on behalf of City of Clive, Iowa.

PASSED AND APPROVED this ____ day of _____, 2026.

By_____
John Edwards, Mayor

ATTEST:

_____
Matthew Graham, City Clerk

Memo

TO: Mayor and Council members
FROM: Alyssa Welling, Administrative Assistant
DATE: May 14, 2026
RE: Resolution Approving Change Order #11 - Keystone Construction Services - Greenbelt Landing - $30,356.51

SYNOPSIS:
Staff is recommending approval of Change Order #11 in the amount of **$30,356.51** to Keystone Construction Services for work performed at Greenbelt Landing. This change order covers boardwalk footing additions and Creekside Pavilion signage.

Original Contract Amount: **$2,518,000**
Change Order #11: **$30,356.51**
Total Change Orders to Date: **$239,651.62**
New Contract Total With Change Orders: **$2,757,651.62**

Attachments:
1. Resolution Approving Change Order #11 - Greenbelt Landing Keystone

RESOLUTION NO. _____

RESOLUTION APPROVING CHANGE ORDER NO. 11 FOR KEYSTONE CONSTRUCTION SERVICES
GREENBELT LANDING CONSTRUCTION PROJECT

WHEREAS, City staff has determined that it is necessary to make the changes set forth in Change Order No. 11 to the contract with Keystone Construction Services in regard to the Greenbelt Landing Construction Project (the "Project"); and

WHEREAS, the City Council of the City of Clive, Iowa, is desirous of approving said Change Order No. 11 and authorizing the Mayor to execute the same on behalf of the City of Clive, Iowa;

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

That Change Order #11 to the Greenbelt Landing contract with Keystone Construction Services, is hereby determined to be in the best interests of the residents 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 #11 on behalf of City of Clive, Iowa.

PASSED AND APPROVED this ____ day of _____, 2026.

By_____
John Edwards, Mayor

ATTEST:

_____
Matthew Graham, City Clerk

Memo

TO: Mayor and Council members
FROM: Rai Tokuhisa, Water Resource Engineer
DATE: May 14, 2026
RE: Approve Pay Request #1 - Carter Surveying and Construction Services - Little Walnut Creek Stream Stabilization East of Alice's Road - $8,840.00

SYNOPSIS:
Staff recommends approval of the first and final Pay Request #1 to Carter Surveying and Construction Services for the work performed on the project: Little Walnut Creek Stream Stabilization East of Alice's Road. This work was for the as-built survey. The work was completed to verify the final topography after the stream restoration and trail reconstruction for floodplain mapping and modeling needed on an adjacent project.

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

Attachments:
1. Carter Surveying Invoice #1411 - City of Clive Little Walnut Creek Verification Topo

INVOICE

Carter Surveying & Construction Services, LLC
8755 NE 27th Ave
Altoona, IA 50009-8880

nick@cartersurvey.com
+1 (515) 343-6756
www.cartersurvey.com

Bill to
Rai Tokuhisa
City of Clive
2123 NW 111th Street
Clive, IA 50325

Invoice details
Invoice no.: 1411
Terms: Net 30
Invoice date: 05/04/2026
Due date: 06/03/2026

#	Date	Product or service	Description	Qty	Rate	Amount
1.	05/04/2026	**Land Survey Services**	As-Built Survey for Construction Verification - Little Walnut Creek Trail and Streambank - Alice's Road to Southeast 1/2 Mile in City of Clive.	1	$8,840.00	$8,840.00

Total **$8,840.00**

Note to customer

Please make check payable to:
Carter Surveying

Please mail check to:
Carter Surveying & Construction Services
8755 NE 27th Ave
Altoona, IA 50009

Memo

TO: Mayor and Council members
FROM: Mark Mertens, Code Enforcement Officer
DATE: May 14, 2026
RE: Approve Pay Request #1 - Pearson’s Dirtwork & Trucking Inc. - 2026 Flood Mitigation Demolition Project (7705 University Avenue) - $48,735.00

SYNOPSIS:
Pay Request #1 from Pearson’s Dirtwork & Trucking Inc. for demolition work completed at 7705 University Avenue. The project is substantially complete, including final grading and seeding. Staff has reviewed the invoice and recommends approval.

Attachments:
1. Invoice - Pay Request #1 (Pearson's Dirtwork & Trucking)

Pearson's Dirtwork &
Trucking Inc.
PO Box 329
Berwick, IA 50032

Invoice

Date	Invoice #
4/23/2026	74268

Bill To
city of clive

PEARSON'S DIRTWORK & TRUCKING INC.

P.O. No.	Terms	Due Date
		4/23/2026

Description	Qty	Rate	Serviced	Amount
7705 university building demolition	1	49,900.00	4/23/2026	49,900.00
extra asbestos removal	1	1,400.00		1,400.00
city of clive 5 percent retainage	1	-2,565.00		-2,565.00
sales tax		7.00%		0.00

APPROVED FOR PAYMENT
BY MARK Mertens
DATE 4/29/26
ACCT # 346-5750-6799
ITEM Pay Request #1
404 Hazard mitigation Property Demolition
(2026 Flood Mitigation Demolition Property
7705 University Avenue)

Thank you for your business.

Total	$48,735.00
Payments/Credits	$0.00
Balance Due	$48,735.00

www.pearsonsdirtworkandtruckinginc.com

steve@pearsonsdirtworkandtruckinginc.com

Memo

TO: Mayor and Council members
FROM: Jonathan Cygan, Civil Engineer
DATE: May 14, 2026
RE: Approve Pay Request #2 - Mainline Construction - Alice's Road Reconstruction Phase 1B - $181,778.00

SYNOPSIS:

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

Pay Estimate #2 - $181,778.00

A breakdown of the contract status is as follows:

Contract Amount	-	$2,611,078.91
Paid to Date	-	$231,563.25
Contract Remaining	-	$2,379,515.66

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

Attachments:

1. Pay Request #2

City of Clive
Payment Invoice
Alices Road Inprovements Stage 1B

Description	Road reconstruction from Dellwood to returns of Douglas.
Payment Number	2
Pay Period	03/29/2026 to 05/02/2026
Approval Date	05/14/2026
Prime Contractor	Mainline Construction PO Box 173 Bondurant, IA 50035
Payment Status	Pending
Awarded Project Amount	$2,611,078.91
Authorized Amount	$2,611,078.91

Line Number	Item	Unit	Current Paid Quantity	Unit Price	Amount
Section: 1 Description					
0010	26-001	LS	0.250	$8,500.000	$2,125.00
CLEARING AND GRUBBING					
0130	26-013	LF	40.000	$106.000	$4,240.00
STORM SEWER, TRENCHED, CLASS III RCP, 24"					
0230	26-023	LF	1,315.000	$77.000	$101,255.00
WATER MAIN, TRENCHED, PVC, 12"					
0240	26-024	LB	330.000	$11.000	$3,630.00
FITTINGS					
0260	26-026	EACH	3.000	$4,000.000	$12,000.00
VALVE, GATE, 12"					
0280	26-028	EACH	2.000	$8,400.000	$16,800.00
ALTERNATE FIRE HYDRANT ASSEMBLY					
					Project Total: $187,400.00

Line Number	Item	Unit	Current Paid Quantity	Unit Price	Amount
0610	26-061	LS	0.200	$4,000.000	$800.00
TEMPORARY TRAFFIC CONTROL					
0990	26-099	LS	0.200	$14,000.000	$2,800.00
CONSTRUCTION SURVEY					
1000	26-100	LS	0.250	$175,000.000	$43,750.00
MOBLIZATION					
					Section Total: $187,400.00
					Project Total: $187,400.00

Summary

Current Approved Work:	$187,400.00	**Approved Work To Date:**	$238,725.00
Current Stockpile Advancement:	$0.00	**Stockpile Advancement To Date:**	$0.00
Current Stockpile Recovery:	$0.00	**Stockpile Recovery To Date:**	$0.00
Current Retainage:	$5,622.00	**Retainage To Date:**	$7,161.75
Current Retainage Released:	$0.00	**Retainage Released To Date:**	$0.00
Current Liquidated Damages:	$0.00	**Liquidated Damages To Date:**	$0.00
Current Adjustment:	$0.00	**Adjustments To Date:**	$0.00
Current Payment:	$181,778.00	**Payments To Date:**	$231,563.25
Previous Payment:	$49,785.25	**Previous Payments To Date:**	$49,785.25

Mayor, City of Clive	**Date**
Project Engineer, John Cygan	**Date**
Field Engineer, Tony Clemenson	**Date**
Contractor, Mainline Construction Inc.	**Date**

Memo

TO: Mayor and Council members
FROM: Alyssa Welling, Administrative Assistant
DATE: May 14, 2026
RE: Approve Pay Request #2 - The Henley Group - Linnan Park Construction Project - $69,350.00

SYNOPSIS:
Staff recommends approval of Pay Request #2 to The Henley Group for the work completed to date on the Linnan Park Construction Project.

Total contract amount: **$169,000.00**
Pay Request #2: **$69,350.00**
Total Requested to Date: **$131,575.00**
Remaining contract amount: **$37,425.00**

Attachments:
1. Clive Linnan Park Pay App April 2026 - Henley Group

APPLICATION AND CERTIFICATE FOR PAYMENT

To Owner:	City of Clive 1900 NW 114th Street Clive, IA 50325	Project:	City of Clive Linnan Park Project 8500 Alice Ave Clive, IA 50325	Application No.: 2 Period to: 4/30/2026 Job Number: N/A Contracted Date: May 22, 2025	Distribution to: ☐ OWNER ☐ ARCHITECT ☐ CONTRACTOR ☐ CONST. MGR.
From Contractor:	The Henley Group, LLC 730 E 59th Street Davenport, IA 52807	CM:	Hansen Company 5665 Greendale Rd, Ste A Johnston, IA 50131		
Contract For:	Bid Package 6 - Splash Pad				

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1	**ORIGINAL CONTRACT SUM**		$ 169,000.00
2	**NET CHANGE BY CHANGE ORDERS**		$ -
3	**CONTRACT SUM TO DATE** (Line 1 ± 2)		$ 169,000.00
4	**TOTAL COMPLETED & STORED TO DATE** (Column G on Continuation Sheet)		$ 138,500.00
5	**RETAINAGE:**		
	a. 5 % of Completed Work (Columns D + E on Continuation Sheet)	$ 6,925.00	
	b. 5 % of Stored Material (Column F on G703)	$ -	
	Total Retainage (Line 5a + 5b or Total in Column I of Continuation Sheet)		$ 6,925.00
6	**TOTAL EARNED LESS RETAINGE**		$ 131,575.00
7	**LESS PREVIOUS CERTIFICATES FOR PAYMENT** (Line 6 from Prior Certificate)		$ 62,225.00
8	**CURRENT PAYMENT DUE**		$ 69,350.00
9	**BALANCE TO FINISH, INCLUDING RETAINAGE**		$ 37,425.00

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

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

CONTRACTOR: Tyler C. Henley

Digitally signed by Tyler C. Henley
DN: C=US, E=t.henley@henleygrp.com, O="The Henley Group, LLC", OU="The Henley Group, LLC", CN=Tyler C. Henley
Date: 2026.04.20 21:55:59 -05'00'

Date: 4/20/26

ARCHITECT'S / ENGINEER'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED. . . . . $

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

ARCHITECT / ENGINEER:

Date:

SCHEDULE OF VALUES

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

APPLICATION NO.: 2
APPLICATION DATE: 12/1/2025
PERIOD TO: 11/30/2025
ARCHITECT'S PROJECT NO.: N/A

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED: From Previous Application (D + E)	WORK COMPLETED: This Period	MATERIALS PRESENTLY STORED (not in D or E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G divided by C)	BALANCE TO FINISH (C - G)	RETAINAGE (If Variable Rate)
	Materials								
1	Waterplay Embeds	$ 57,000.00	$ 57,000.00	$ -		$ 57,000.00	100%	$ -	$ 2,850.00
2	Waterplay Features/Cabinet	$ 57,000.00		$ 57,000.00		$ 57,000.00	100%	$ -	$ 2,850.00
3	UG Piping Materials	$ 8,500.00	$ 8,500.00	$ -		$ 8,500.00	100%	$ -	$ 425.00
4	AG Piping Materials	$ 5,500.00		$ -		$ -	0%	$ 5,500.00	$ -
	Labor								
5	UG Installation (Pre-Concrete)	$ 16,000.00		$ 16,000.00		$ 16,000.00	100%	$ -	$ 800.00
6	AG Piping Install (Cabinet/Tie-Ins)	$ 14,000.00		$ -		$ -	0%	$ 14,000.00	$ -
7	Feature Installation	$ 8,000.00		$ -		$ -	0%	$ 8,000.00	$ -
8	Commissioning/Owner Training	$ 3,000.00		$ -		$ -	0%	$ 3,000.00	$ -
		$ 169,000.00	$ 65,500.00	$ 73,000.00	$ -	$ 138,500.00	82%	$ 30,500.00	$ 6,925.00

Memo

TO: Mayor and Council members
FROM: Alyssa Welling, Administrative Assistant
DATE: May 14, 2026
RE: Approve Pay Request #4 - Caliber Concrete - Linnan Park Construction Project - $5,087.25

SYNOPSIS:
Staff recommends approval of Pay Request #4 to Caliber Concrete for the work completed to date on the Linnan Park Construction Project.

Total contract amount: **$490,900.00**
Total Change Orders to Date: **$14,373.00**
Contract + Change Orders: **$505,273.00**
Pay Request #4: **$5,087.25**
Total Requested to Date: **$108,654.35**
Remaining contract amount: **$396,618.65**

Attachments:
1. Caliber Pay App # 4 revised

APPLICATION AND CERTIFICATE FOR PAYMENT

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

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

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

VIA ARCHITECT:
Smith Group
233 North Water Street, Suite 502
Milwaukee, WI 53202

APPLICATION #: 4
PERIOD TO: 03/31/26
PROJECT NOS: 14880
CONTRACT DATE: 05/22/25

Distribution to:
- [ ] Owner
- [ ] Const. Mgr
- [ ] Architect
- [x] Contractor
- [ ]

CONTRACT FOR: 25-023

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM	$	490,900.00
2. Net change by Change Orders	$	14,373.00
3. CONTRACT SUM TO DATE (Line 1 +/- 2)	$	505,273.00
4. TOTAL COMPLETED & STORED TO DATE	$	114,373.00
(Column G on Continuation Sheet)		
5. RETAINAGE:		
a. 5.0% of Completed Work (Columns D+E on Continuation Sheet)	$	5,718.65
b. 10.0% of Stored Material (Column F on Continuation Sheet)	$	
Total Retainage (Line 5a + 5b or Total in Column 1 of Continuation Sheet)	$	5,718.65
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)	$	108,654.35
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	$	103,567.10
8. CURRENT PAYMENT DUE	$	5,087.25
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	$	396,618.65

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	$4,420.00	
Total approved this Month	$9,953.00	
TOTALS	$14,373.00	
NET CHANGES by Change Order	$14,373.00	

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

CONTRACTOR:

By: _____ Date: 4.30.26

State of: Iowa
County of: Adair
Subscribed and sworn to before me this 30th day of April 2026

Notary Public: Patricia Peterson
My Commission expires: January 29, 2027

NOTARIAL SEAL IOWA
PATRICIA PETERSON
Commission Number 788162
My Commission Expires
January 29, 2027

CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED ---------- $ _____

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

ARCHITECT:

By: _____ Date: _____

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

CONTINUATION SHEET

ATTACHMENT TO PAY APPLICATION

APPLICATION NUMBER: 3

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

APPLICATION DATE:
PERIOD TO:
ARCHITECT'S PROJECT NO:

A	B	C	D	E	F	G		H	I
Item No.	Description of Work	Scheduled Value	Work Completed: From Previous Application (D + E)	Work Completed: This Period	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
1	6" Sidewalk	$ 176,500			$ -	$ -		$ 176,500	$ -
2	6" Sidewalk	$ 32,800	$ 1,000	$ -	$ -	$ 1,000	3%	$ 31,800	$ 50
3	7" Paving	$ 80,000			$ -	$ -		$ 80,000	$ -
4	7' Paving	$ 65,000			$ -	$ -		$ 65,000	$ -
5	8" Paving	$ 26,300	$ 26,300	$ -	$ -	$ 26,300	100%	$ -	$ 1,315
6	Footing	$ 65,100	$ 65,100	$ -		$ 65,100	100%	$ -	$ 3,255
7	Floor	$ 34,700				$ -		$ 34,700	$ -
8	Pit	$ 7,600	$ 7,600	$ -		$ 7,600	100%	$ -	$ 380
9	Pedestal	$ 2,900				$ -		$ 2,900	$ -
10						$ -		$ -	$ -
11	Change Order # 1					$ -		$ -	$ -
12	Mix to M4	$ 600	$ 600	$ -		$ 600	100%	$ -	$ 30
13	Excavation and fill 15'X11'3'	$ 3,820	$ 3,820	$ -		$ 3,820	100%	$ -	$ 191
14						$ -		$ -	$ -
15	Change Order #2	$ 3,717	$ 4,598	$ (881)		$ 3,717	100%	$ -	$ 186
16	20X14'X8" Patch					$ -		$ -	$ -
17						$ -		$ -	$ -
18	Change Order # 3					$ -		$ -	$ -
19	Monument footing	$ 6,236	$ -	$ 6,236		$ 6,236	100%	$ -	$ 312
20						$ -		$ -	$ -
21						$ -		$ -	$ -
22						$ -		$ -	$ -
23						$ -		$ -	$ -
24						$ -		$ -	$ -
25						$ -		$ -	$ -
	SUBTOTALS PAGE 2	$ 505,273	$ 109,018	$ 5,355	$ -	$ 114,373	23%	$ 390,900	$ 5,719

Memo

TO: Mayor and Council members
FROM: Matt McQuillen, City Manager
DATE: May 14, 2026
RE: Approve Pay Request #4 - Elite Glass and Metal - City Hall Remodel Phase 2 - $35,094.52

SYNOPSIS:
Staff is recommending approval of pay request #4 to Elite Glass and Metal for construction completed on phase 2 of the City Hall Renovation Project. Elite is responsible for Prime Contract #2 – Aluminum Openings & Glazing. The pay request was reviewed by the City's Construction Manager and Architect prior to this consideration for approval.

Prime Construction Contract #2 – Aluminum Openings & Glazing
Contract Amount $ 135,370.00 Contract Approved 9/25/25
Change Order #1 No Cost Approved by CM 11/4/25
Change Order #2 $ (384.00) Approved by CM 3/29/26
Revised Contract Amount $ 134,986.00

Pay Request #1 $ 9,513.18 Approved 11/13/25
Pay Request #2 $ 17,077.79 Approved 1/8/26
Pay Request #3 $ 69,250.93 Approved 4/9/26
Pay Request #4 $ 35,094.52
Balance Remaining $ 4,049.58

3% Retainage Held $ 4,049.58

Total – Pay Request #4 $ 35,094.52

Acct # 350-5750-6799

Attachments:
1. Clive City Hall P2 - Elite Fire 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: 04/01/26 - 04/30/26
PROJECT NO: 25011
CONTRACT NO: SC-005 City Hall Phase 2
CONTRACT DATE: 08/28/2025
CERTIFICATE DATE: 05/04/2026
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		$5,037.00
3.	Contract Sum to date (Line 1 ± 2)		$31,437.00
4.	Total completed and stored to date (Column G on detail sheet)		$26,400.00
5.	Retainage:		
	a. 3.00% of completed work	$558.00	
	b. 3.00% of stored material	$234.00	
	Total retainage (Line 5a + 5b or total in column I of detail sheet)		$792.00
6.	Total earned less retainage (Line 4 less Line 5 Total)		$25,608.00
7.	Less previous certificates for payment (Line 6 from prior certificate)		$24,347.00
8.	Current payment due:		$1,261.00
9.	Balance to finish, including retainage (Line 3 less Line 6)		$5,829.00

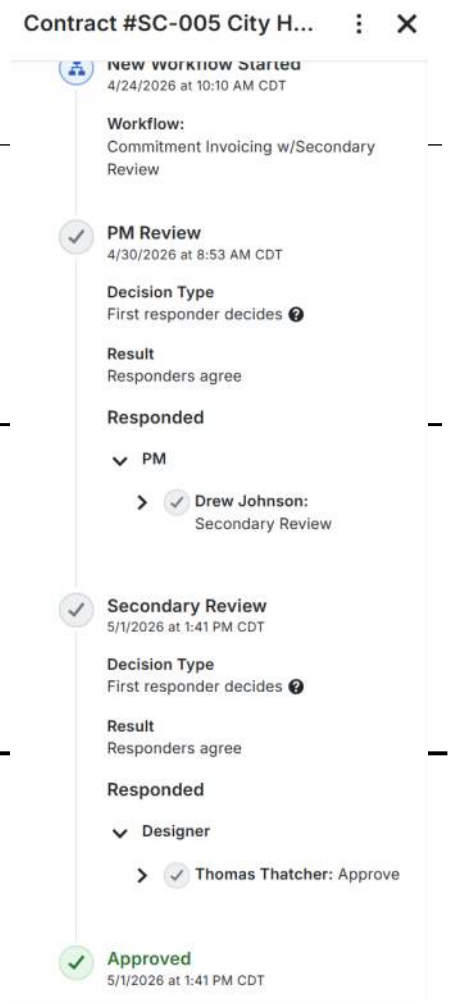
CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner/Client:	$0.00	$0.00
Total approved this month:	$5,037.00	$0.00
Totals:	$5,037.00	$0.00
Net change by change orders:	$5,037.00	

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:



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: 04/27/2026
PERIOD: 04/01/26 - 04/30/26

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	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	$11,700.00	$1,300.00	$0.00	$13,000.00	100.00%	$0.00	$390.00
		TOTALS:	**$26,400.00**	**$17,300.00**	**$1,300.00**	**$7,800.00**	**$26,400.00**	**100.00%**	**$0.00**	**$792.00**

Change Orders

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	APPROVED WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
4	**CCO #001 Elite Fire Sprinkler CO#1**								
4.1	**PCO #001 CO#1 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
5	**CCO #002 Elite Fire Sprinkler CO#2**								
5.1	**PCO #002 CO#2 Elite Fire Sprinkler**								
5.1.1	21-210000.000.Subcontract BP#5 - Fire Sprinkler ITC 04 - Lobby Ceiling Changes	$3,680.00	$0.00	$0.00	$0.00	$0.00	0.00%	$3,680.00	$0.00
5.1.2	21-210000.000.Subcontract BP#5 - Fire Sprinkler RFI #43 Existing Ceilings in Room 154A and 141	$1,357.00	$0.00	$0.00	$0.00	$0.00	0.00%	$1,357.00	$0.00
	TOTALS:	**$5,037.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**0.00%**	**$5,037.00**	**$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:	**$31,437.00**	**$17,300.00**	**$1,300.00**	**$7,800.00**	**$26,400.00**	**83.98%**	**$5,037.00**	**$792.00**

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: 4/25/2026

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

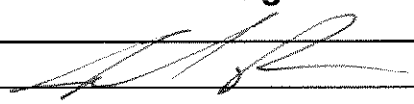
Amount of Check: $ 1,261.00

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: 4/24/2026

© 2012 Express Lien, Inc. dba Zlien

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: 5
PERIOD TO: 4/25/2026

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	$	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	$	26,400.00
5. RETAINAGE:		
a. 3.00 % of Completed Work	$	792.00
b. 0.00 % of Stored Material	$	0.00
Total retainage (Line 5a + 5b)	$	792.00
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)	$	25,608.00
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	$	24,347.00
8. CURRENT PAYMENT DUE	$	1,261.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	$	792.00

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

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

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

By: _____ Date: 4/23/24
Joshua Pearson / Area Manager

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.

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: 5
PERIOD TO: 4/25/2026

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	11,700.00	1,300.00	0.00	13,000.00	100.00	0.00	390.00
	REPORT TOTALS	$26,400.00	$25,100.00	$1,300.00	$0.00	$26,400.00	100.00	$0.00	$792.00

Memo

TO: Mayor and Council members
FROM: Alyssa Welling, Administrative Assistant
DATE: May 14, 2026
RE: Approve Pay Request #5 - Caliber Concrete - Linnan Park Construction Project - $73,530.00

SYNOPSIS:
Staff recommends approval of Pay Request #5 to Caliber Concrete for the work completed to date on the Linnan Park Construction Project.

Total contract amount: **$490,900.00**
Total Change Orders to Date: **$14,373.00**
Contract + Change Orders: **$505,273.00**
Pay Request #5: **$73,530.00**
Total Requested to Date: **$182,184.35**
Remaining contract amount: **$323,088.65**

Attachments:
1. Caliber pay app #5

APPLICATION AND CERTIFICATE FOR PAYMENT

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

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

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

VIA ARCHITECT:
Smith Group
233 North Water Street, Suite 502
Milwaukee, WI 53202

APPLICATION #: 5
PERIOD TO: 04/25/26
PROJECT NOS: 14880

CONTRACT DATE: 05/22/25

Distribution to:
- [ ] Owner
- [ ] Const. Mgr
- [ ] Architect
- [x] Contractor
- [ ]

CONTRACT FOR: 25-023

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM	$	490,900.00
2. Net change by Change Orders	$	14,373.00
3. CONTRACT SUM TO DATE (Line 1 +/- 2)	$	505,273.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on Continuation Sheet)	$	191,773.00
5. RETAINAGE:		
a. 5.0% of Completed Work (Columns D+E on Continuation Sheet)	$	9,588.65
b. 10.0% of Stored Material (Column F on Continuation Sheet)	$	
Total Retainage (Line 5a + 5b or Total in Column 1 of Continuation Sheet)	$	9,588.65
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)	$	182,184.35
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	$	108,654.35
8. CURRENT PAYMENT DUE	$	73,530.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	$	323,088.65

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	$14,373.00	
Total approved this Month		
TOTALS	$14,373.00	
NET CHANGES by Change Order	$14,373.00	

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

CONTRACTOR:

By: _____ Date: 4.30.26

State of: Iowa
County of: Adair

Subscribed and sworn to before me this 30th day of April 2026

Notary Public: Patricia Peterson
My Commission expires: January 29, 2027

NOTARIAL SEAL IOWA
PATRICIA PETERSON
Commission Number 788162
My Commission Expires
January 29, 2027

CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED ---------- $ _____

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

ARCHITECT:

By: _____ Date: _____

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

CONTINUATION SHEET

ATTACHMENT TO PAY APPLICATION

APPLICATION NUMBER: 5
APPLICATION DATE: 25-Apr-26
PERIOD TO: 25-Apr-26
ARCHITECT'S PROJECT NO:

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

A	B	C	D	E	F	G		H	I
Item No.	Description of Work	Scheduled Value	Work Completed: From Previous Application (D + E)	Work Completed: This Period	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
1	6" Sidewalk	$ 176,500			$ -	$ -		$ 176,500	$ -
2	6" Sidewalk	$ 32,800	$ 1,000	$ 31,800	$ -	$ 32,800	100%	$ -	$ 1,640
3	7" Paving	$ 80,000		$ 8,000	$ -	$ 8,000	10%	$ 72,000	$ 400
4	7' Paving	$ 65,000			$ -	$ -		$ 65,000	$ -
5	8" Paving	$ 26,300	$ 26,300	$ -	$ -	$ 26,300	100%	$ -	$ 1,315
6	Footing	$ 65,100	$ 65,100	$ -		$ 65,100	100%	$ -	$ 3,255
7	Floor	$ 34,700		$ 34,700		$ 34,700	100%	$ -	$ 1,735
8	Pit	$ 7,600	$ 7,600	$ -		$ 7,600	100%	$ -	$ 380
9	Pedestal	$ 2,900		$ 2,900		$ 2,900	100%	$ -	$ 145
10						$ -		$ -	$ -
11	Change Order # 1					$ -		$ -	$ -
12	Mix to M4	$ 600	$ 600	$ -		$ 600	100%	$ -	$ 30
13	Excavation and fill 15'X11'3'	$ 3,820	$ 3,820	$ -		$ 3,820	100%	$ -	$ 191
14						$ -		$ -	$ -
15	Change Order #2	$ 3,717	$ 3,717	$ -		$ 3,717	100%	$ -	$ 186
16	20X14'X8" Patch					$ -		$ -	$ -
17						$ -		$ -	$ -
18	Change Order # 3					$ -		$ -	$ -
19	Monument footing	$ 6,236	$ 6,236	$ -		$ 6,236	100%	$ -	$ 312
20						$ -		$ -	$ -
21						$ -		$ -	$ -
22						$ -		$ -	$ -
23						$ -		$ -	$ -
24						$ -		$ -	$ -
25						$ -		$ -	$ -
	SUBTOTALS PAGE 2	$ 505,273	$ 114,373	$ 77,400	$ -	$ 191,773	38%	$ 313,500	$ 9,589

Memo

TO: Mayor and Council members
FROM: Matt McQuillen, City Manager
DATE: May 14, 2026
RE: Approve Pay Request #5 - Elite Fire Sprinkler - City Hall Remodel Phase 2 - $1,261

SYNOPSIS:

Staff is recommending approval of pay request #5 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

Change Order #1 $ 5,037.00 Approved by CM 3/25/26

Revised Contract Amount $ 31,437.00

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 Approved 3/12/26

Pay Request #5 $ 1,261.00

Balance Remaining $ 5,829.00

3% Retainage Held $ 792.00

Total – Pay Request #5 $ 1,261.00

Acct # 350-5750-6799

Attachments:
1. Clive City Hall P2 - Elite Fire 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: 04/01/26 - 04/30/26
PROJECT NO: 25011
CONTRACT NO: SC-005 City Hall Phase 2
CONTRACT DATE: 08/28/2025
CERTIFICATE DATE: 05/04/2026
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		$5,037.00
3.	Contract Sum to date (Line 1 ± 2)		$31,437.00
4.	Total completed and stored to date (Column G on detail sheet)		$26,400.00
5.	Retainage:		
	a. 3.00% of completed work	$558.00	
	b. 3.00% of stored material	$234.00	
	Total retainage (Line 5a + 5b or total in column I of detail sheet)		$792.00
6.	Total earned less retainage (Line 4 less Line 5 Total)		$25,608.00
7.	Less previous certificates for payment (Line 6 from prior certificate)		$24,347.00
8.	Current payment due:		$1,261.00
9.	Balance to finish, including retainage (Line 3 less Line 6)		$5,829.00

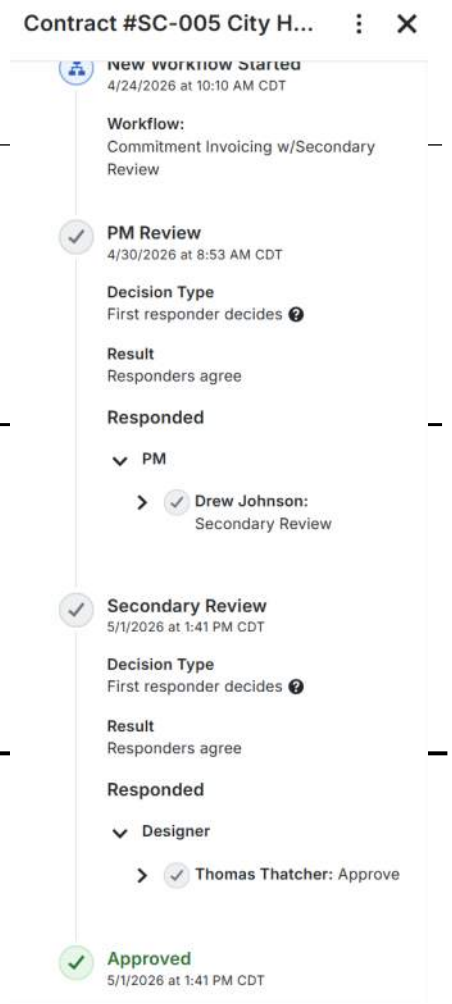
CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner/Client:	$0.00	$0.00
Total approved this month:	$5,037.00	$0.00
Totals:	$5,037.00	$0.00
Net change by change orders:	$5,037.00	

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:



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: 04/27/2026
PERIOD: 04/01/26 - 04/30/26

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	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	$11,700.00	$1,300.00	$0.00	$13,000.00	100.00%	$0.00	$390.00
		TOTALS:	**$26,400.00**	**$17,300.00**	**$1,300.00**	**$7,800.00**	**$26,400.00**	**100.00%**	**$0.00**	**$792.00**

Change Orders

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	APPROVED WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
4	**CCO #001 Elite Fire Sprinkler CO#1**								
4.1	**PCO #001 CO#1 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
5	**CCO #002 Elite Fire Sprinkler CO#2**								
5.1	**PCO #002 CO#2 Elite Fire Sprinkler**								
5.1.1	21-210000.000.Subcontract BP#5 - Fire Sprinkler ITC 04 - Lobby Ceiling Changes	$3,680.00	$0.00	$0.00	$0.00	$0.00	0.00%	$3,680.00	$0.00
5.1.2	21-210000.000.Subcontract BP#5 - Fire Sprinkler RFI #43 Existing Ceilings in Room 154A and 141	$1,357.00	$0.00	$0.00	$0.00	$0.00	0.00%	$1,357.00	$0.00
	TOTALS:	**$5,037.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**0.00%**	**$5,037.00**	**$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:	**$31,437.00**	**$17,300.00**	**$1,300.00**	**$7,800.00**	**$26,400.00**	**83.98%**	**$5,037.00**	**$792.00**

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: 4/25/2026

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

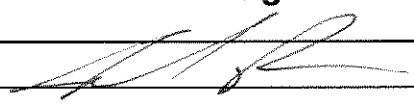
Amount of Check: $ 1,261.00

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: 4/24/2026

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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: 5
PERIOD TO: 4/25/2026

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	$	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	$	26,400.00
5. RETAINAGE:		
a. 3.00 % of Completed Work	$	792.00
b. 0.00 % of Stored Material	$	0.00
Total retainage (Line 5a + 5b)	$	792.00
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)	$	25,608.00
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	$	24,347.00
8. CURRENT PAYMENT DUE	$	1,261.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	$	792.00

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

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

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

By: _____ Date: 4/23/24
Joshua Pearson / Area Manager

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.

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: 5
PERIOD TO: 4/25/2026

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	11,700.00	1,300.00	0.00	13,000.00	100.00	0.00	390.00
	REPORT TOTALS	$26,400.00	$25,100.00	$1,300.00	$0.00	$26,400.00	100.00	$0.00	$792.00

Memo

TO: Mayor and Council members
FROM: Matt McQuillen, City Manager
DATE: May 14, 2026
RE: Approve Pay Request #7 - Keystone Construction - $67,984.91

SYNOPSIS:
Staff is recommending approval of pay request #7 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
Change Order #3 $ 10,946.36 Approved by CM 3/25/26
Revised Contract Amount $ 571,287.53

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 Approved 3/12/26
Pay Request #6 $ 115,262.10 Approved 4/9/26
Pay Request #7 $ 67,984.91
Balance Remaining $ 37,237.30

3% Retainage Held $ 16,517.03

Total – Pay Request #7 $ 67,984.91

Acct # 350-5750-6799

Attachments:
1. Clive City Hall P2 - Keystone Pay App 7

TO CONTRACTOR:

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

APPLICATION NO: 7
INVOICE NO: 25011-007
PERIOD: 04/01/26 - 04/30/26
PROJECT NO: 25011
CONTRACT NO: SC-001 City Hall Phase 2
CONTRACT DATE: 08/28/2025
CERTIFICATE DATE: 05/04/2026
SUBMITTED DATE: 04/27/2026

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		$22,287.53
3.	Contract Sum to date (Line 1 ± 2)		$571,287.53
4.	Total completed and stored to date (Column G on detail sheet)		$550,567.26
5.	Retainage:		
	a. 3.00% of completed work	$15,632.33	
	b. 3.00% of stored material	$884.70	
	Total retainage (Line 5a + 5b or total in column I of detail sheet)		$16,517.03
6.	Total earned less retainage (Line 4 less Line 5 Total)		$534,050.23
7.	Less previous certificates for payment (Line 6 from prior certificate)		$466,065.32
8.	Current payment due:		$67,984.91
9.	Balance to finish, including retainage (Line 3 less Line 6)		$37,237.30

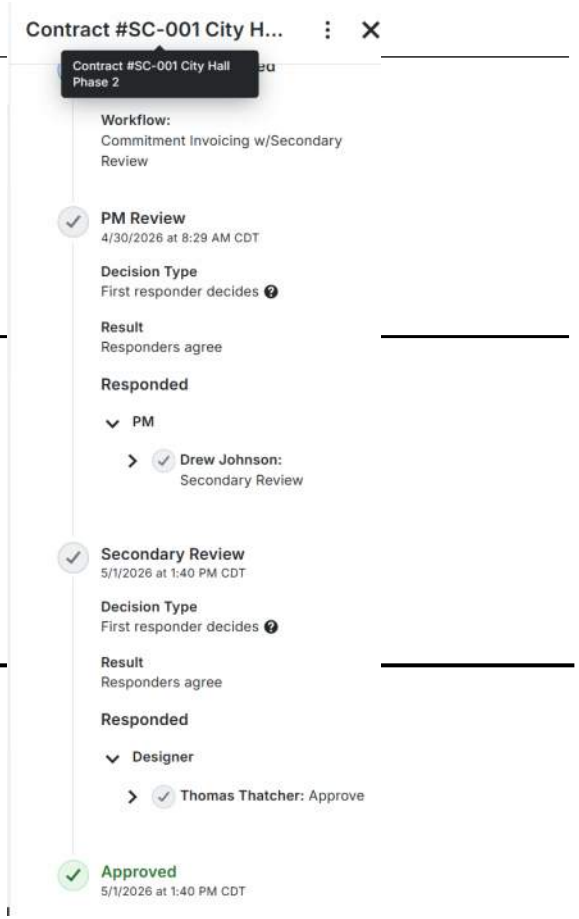
CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner/Client:	$22,596.41	$(308.88)
Total approved this month:	$0.00	$0.00
Totals:	$22,596.41	$(308.88)
Net change by change orders:	$22,287.53	

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:



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

APPLICATION NUMBER: 7
APPLICATION DATE: 04/27/2026
PERIOD: 04/01/26 - 04/30/26

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	2-24100.000.Subcontract BP#1 - General Construction	General Conditions	$100,402.00	$82,500.00	$17,902.00	$0.00	$100,402.00	100.00%	$0.00	$3,012.06
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	$7,670.00	$0.00	$7,670.00	100.00%	$0.00	$230.10
8	2-24100.000.Subcontract BP#1 - General Construction	Architectural Wood Casework	$44,201.00	$44,201.00	$0.00	$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	$11,902.89	$1,574.11	$0.00	$13,477.00	100.00%	$0.00	$404.31
10	2-24100.000.Subcontract BP#1 - General Construction	Thermoplastic Membrane Roofing	$12,979.00	$6,489.50	$6,489.50	$0.00	$12,979.00	100.00%	$0.00	$389.38
11	2-24100.000.Subcontract BP#1 - General Construction	Hollow Metal Doors & Frames	$50,820.00	$44,650.00	$6,170.00	$0.00	$50,820.00	100.00%	$0.00	$1,524.60
12	2-24100.000.Subcontract BP#1 - General Construction	Glazing	$1,121.00	$0.00	$1,121.00	$0.00	$1,121.00	100.00%	$0.00	$33.63
13	2-24100.000.Subcontract BP#1 - General Construction	Gypsum Board Assemblies	$97,000.00	$95,120.00	$1,880.00	$0.00	$97,000.00	100.00%	$0.00	$2,910.00
14	2-24100.000.Subcontract BP#1 - General Construction	Tiling	$25,247.00	$25,247.00	$0.00	$0.00	$25,247.00	100.00%	$0.00	$757.41
15	2-24100.000.Subcontract BP#1 - General Construction	Acoustical Ceilings	$27,000.00	$27,000.00	$0.00	$0.00	$27,000.00	100.00%	$0.00	$810.00
16	2-24100.000.Subcontract	Resilient Flooring	$34,330.00	$4,840.00	$0.00	$29,490.00	$34,330.00	100.00%	$0.00	$1,029.90

A		B	C	D	E	F	G		H	I
ITEM NO.	BUDGET CODE	DESCRIPTION OF WORK	SCHEDULED VALUE	APPROVED WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
				FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
	BP#1 - General Construction									
17	2-24100.000.Subcontract BP#1 - General Construction	Moss Walls	$12,220.00	$12,220.00	$0.00	$0.00	$12,220.00	100.00%	$0.00	$366.60
18	2-24100.000.Subcontract BP#1 - General Construction	Interior Painting	$15,105.00	$12,461.60	$2,643.40	$0.00	$15,105.00	100.00%	$0.00	$453.15
19	2-24100.000.Subcontract BP#1 - General Construction	Specialties	$6,170.00	$0.00	$6,170.00	$0.00	$6,170.00	100.00%	$0.00	$185.10
20	2-24100.000.Subcontract BP#1 - General Construction	Visual Display Surfaces	$4,950.00	$0.00	$4,950.00	$0.00	$4,950.00	100.00%	$0.00	$148.50
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	$2,950.00	$0.00	$2,950.00	100.00%	$0.00	$88.50
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	$8,561.00	$0.00	$8,561.00	100.00%	$0.00	$256.83
25	2-24100.000.Subcontract BP#1 - General Construction	Labor Allowance	$10,000.00	$1,283.00	$0.00	$0.00	$1,283.00	12.83%	$8,717.00	$38.49
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**	**$436,981.71**	**$68,081.01**	**$29,490.00**	**$534,552.72**	**97.37%**	**$14,447.28**	**$16,036.61**

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					
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)	$(308.88)	$0.00	$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	$535.08	$0.00	$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	$928.72	$0.00	$928.72	100.00%	$0.00	$27.86
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	$1,077.80	$0.00	$1,077.80	100.00%	$0.00	$32.33
30	**CCO #003 Keystone Change Order #003**								
30.1	**PCO #003 CO#3 Keystone**								
30.1.1	2-24100.000.Subcontract BP#1 - General Construction RFI #6 Existing Walls To Remain Ceiling Height Conflicts	$2,707.07	$2,707.07	$0.00	$0.00	$2,707.07	100.00%	$0.00	$81.21
30.1.2	2-24100.000.Subcontract BP#1 - General Construction RFI #36 Cleats Removable Plam Panels	$892.32	$892.32	$0.00	$0.00	$892.32	100.00%	$0.00	$26.77
30.1.3	2-24100.000.Subcontract BP#1 - General Construction RFI #41 Steel Kickers Room 153 and 154	$799.34	$799.34	$0.00	$0.00	$799.34	100.00%	$0.00	$23.98
30.1.4	2-24100.000.Subcontract BP#1 - General Construction ITC 04 - Lobby Ceiling Changes	$6,274.63	$6,274.63	$0.00	$0.00	$6,274.63	100.00%	$0.00	$188.24
30.1.5	2-24100.000.Subcontract BP#1 - General Construction RFI #43 Existing Ceilings in Room 154A and 141	$273.00	$273.00	$0.00	$0.00	$273.00	100.00%	$0.00	$8.19
	TOTALS:	**$22,287.53**	**$14,008.02**	**$2,006.52**	**$0.00**	**$16,014.54**	**71.85%**	**$6,272.99**	**$480.42**

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:	**$571,287.53**	**$450,989.73**	**$70,087.53**	**$29,490.00**	**$550,567.26**	**96.37%**	**$20,720.27**	**$16,517.03**

KEYSTONE
CONSTRUCTION SERVICES

CONDITIONAL LIEN WAIVER AND RELEASE UPON PROGRESS PAYMENT

KNOW ALL MEN BY THESE PRESENTS:

Upon receiving progress payment in the sum of **$70,087.53** 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 **April, 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: **April, 2026**

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

By: **Justin Menke**

Title: **President**

Signature: 

Memo

TO: Mayor and Council members
FROM: Alyssa Welling, Administrative Assistant
DATE: May 14, 2026
RE: Approve Pay Request #8 - Absolute Group - Greenbelt Landing Construction Project - $45,356.86

SYNOPSIS:
Staff recommends approval of Pay Request #8 to Absolute Group for the work completed to date on the Greenbelt Landing Project.

Original contract amount: **$635,188.00**
Total Change Orders to Date: **$56,090.42**
Contract + Change Orders: **$691,278.42**
Pay Request #8: **$45,356.86**
Total Requested to Date: **$593,601.30**
Remaining contract amount: **$97,677.12**

Attachments:
1. Absolute Group Pay App 08 - April
2. Absolute Group Partial Lien Waiver

TO CONTRACTOR:

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

PROJECT:

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

APPLICATION NO: 8
INVOICE NO: 23046-008
PERIOD: 04/01/26 - 04/30/26
PROJECT NO: 23046
CONTRACT NO: SC-005 Clive Greenbelt Landing
CONTRACT DATE: 09/12/2024
CERTIFICATE DATE: 05/05/2026
SUBMITTED DATE:

FROM SUBCONTRACTOR:

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

SUBCONTRACT FOR: Absolute Group - BP #32

SUBCONTRACTOR'S APPLICATION FOR PAYMENT

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

1.	Original Contract Sum		$635,188.00
2.	Net change by change orders		$56,090.42
3.	Contract Sum to date (Line 1 ± 2)		$691,278.42
4.	Total completed and stored to date (Column G on detail sheet)		$624,843.50
5.	Retainage:		
	a. 5.00% of completed work	$31,242.20	
	b. 0.00% of stored material	$0.00	
	Total retainage (Line 5a + 5b or total in column I of detail sheet)		$31,242.20
6.	Total earned less retainage (Line 4 less Line 5 Total)		$593,601.30
7.	Less previous certificates for payment (Line 6 from prior certificate)		$548,244.44
8.	Current payment due:		$45,356.86
9.	Balance to finish, including retainage (Line 3 less Line 6)		$97,677.12

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner/Client:	$49,451.56	$(861.30)
Total approved this month:	$7,500.16	$0.00
Totals:	$56,951.72	$(861.30)
Net change by change orders:	$56,090.42	

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

SUBCONTRACTOR: Absolute Group

By: _____ Date: _____

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

Bruce Morrow
Digitally signed by Bruce Morrow
DN: E=Bruce.Morrow@smithgroup.com, CN=Bruce Morrow, OU=Users, OU=MD, DC=smithgroup, DC=com
Reason: I am approving this document
Date: 2026.05.06 14:27:00-05'00'

Drew Johnson
Digitally signed by Drew Johnson
DN: C=US, E=drewj@dcigroup-us.com, CN=Drew Johnson
Date: 2026.05.06 14:51:24-05'00'

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

APPLICATION NUMBER: 8
APPLICATION DATE: 04/28/2026
PERIOD: 04/01/26 - 04/30/26

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	32-321300.000.Subcontract BP #32 - Paving	Mobilization	$15,000.00	$13,500.00	$750.00	$0.00	$14,250.00	95.00%	$750.00	$712.50
2	32-321300.000.Subcontract BP #32 - Paving	Paving	$359,145.50	$334,395.50	$24,750.00	$0.00	$359,145.50	100.00%	$0.00	$17,957.28
3	32-321300.000.Subcontract BP #32 - Paving	Sidewalk	$240,542.50	$169,096.68	$16,268.90	$0.00	$185,365.58	77.06%	$55,176.92	$9,268.29
4	32-321300.000.Subcontract BP #32 - Paving	Striping/Signage	$20,500.00	$16,500.00	$0.00	$0.00	$16,500.00	80.49%	$4,000.00	$825.00
		TOTALS:	**$635,188.00**	**$533,492.18**	**$41,768.90**	**$0.00**	**$575,261.08**	**90.57%**	**$59,926.92**	**$28,763.07**

Change Orders

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	APPROVED WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
5	**CCO #001 Absolute Group CO#1**								
5.1	**PCO #001 CE #001 - Construction Bulleti**								
5.1.1	32-321300.000.Subcontract BP #32 - Paving	$1,000.00	$1,000.00	$0.00	$0.00	$1,000.00	100.00%	$0.00	$50.00
6	**CCO #002 Absolute Group CO#2**								
6.1	**PCO #002 PCO #2 - CE 18, 23, 37, 39**								
6.1.1	32-321300.000.Subcontract BP #32 - Paving Concrete Ready Mix Price Increase 2025	$3,420.00	$3,420.00	$0.00	$0.00	$3,420.00	100.00%	$0.00	$171.00
6.1.2	32-321300.000.Subcontract BP #32 - Paving Additional Sidewalk Replacement in Front of Community Building	$2,998.80	$2,998.80	$0.00	$0.00	$2,998.80	100.00%	$0.00	$149.95
6.1.3	32-321300.000.Subcontract BP #32 - Paving Asphalt Paving Patch @ Driveway	$6,350.00	$6,350.00	$0.00	$0.00	$6,350.00	100.00%	$0.00	$317.50
6.1.4	32-321300.000.Subcontract BP #32 - Paving Parking lot and sidewalk paving OT work	$9,618.00	$9,618.00	$0.00	$0.00	$9,618.00	100.00%	$0.00	$480.90
7	**CCO #003 CO#3 Absolute Group**								
7.1	**PCO #003 CO#3**								
7.1.1	32-321300.000.Subcontract BP #32 - Paving Contract Extension	$4,983.01	$0.00	$0.00	$0.00	$0.00	0.00%	$4,983.01	$0.00
8	**CCO #004 Absolute Group CO#4**								
8.1	**PCO #004 PCO #4 Absolute Group**								
8.1.1	32-321300.000.Subcontract BP #32 - Paving CB #5R	$(861.30)	$(861.30)	$0.00	$0.00	$(861.30)	100.00%	$0.00	$(43.07)

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					
8.1.2	32-321300.000.Subcontract BP #32 - Paving 500 SF of Sidewalk Paving	$3,697.50	$3,697.50	$0.00	$0.00	$3,697.50	100.00%	$0.00	$184.88
9	**CCO #005 Absolute Group CO#5**								
9.1	**PCO #005 CO#5 Absolute Group**								
9.1.1	32-321300.000.Subcontract BP #32 - Paving M4 Mix for 114th Street Paving	$2,820.00	$2,820.00	$0.00	$0.00	$2,820.00	100.00%	$0.00	$141.00
9.1.2	32-321300.000.Subcontract BP #32 - Paving Winter Conditions Concrete Price Increases	$14,564.25	$14,564.25	$0.00	$0.00	$14,564.25	100.00%	$0.00	$728.21
10	**CCO #006 Absolute Group CO#6**								
10.1	**PCO #006 PCO #6 Absolute Group**								
10.1.1	32-321300.000.Subcontract BP #32 - Paving Remaining concrete paving	$6,630.41	$0.00	$5,105.42	$0.00	$5,105.42	77.00%	$1,524.99	$255.27
11	**CCO #007 Absolute Group CO#7**								
11.1	**PCO #007 Absolute Group PCO #7**								
11.1.1	32-321300.000.Subcontract BP #32 - Paving Winter Charges Concrete Sidewalk West of Building	$869.75	$0.00	$869.75	$0.00	$869.75	100.00%	$0.00	$43.49
	TOTALS:	**$56,090.42**	**$43,607.25**	**$5,975.17**	**$0.00**	**$49,582.42**	**88.40%**	**$6,508.00**	**$2,479.13**

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:	**$691,278.42**	**$577,099.43**	**$47,744.07**	**$0.00**	**$624,843.50**	**90.39%**	**$66,434.92**	**$31,242.20**

WAIVER OF LIEN TO DATE

STATE OF Iowa)
) ss:
COUNTY OF Dallas)

Project Name: Greenbelt Landing

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

The undersigned, for and in consideration of the sum of $45,356.86 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. upon receival 4/30/2026

Dated at **Des Moines, IA**, on the 7th day of May, 2026.

_____
_____
_____

By:

Miranda Jummings - VP of Accounting

Memo

TO: Mayor and Council members
FROM: Alyssa Welling, Administrative Assistant
DATE: May 14, 2026
RE: Approve Pay Request #8 - Burkett Construction - Linnan Park Construction Project - $77,346.39

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

Total contract amount: **$1,365,656.00**
Change Order: **$12,185.82**
Total Change Orders to Date: **$54,289.73**
Contract + Change Orders: **$1,419,945.73**
Pay Request #8: **$77,346.39**
Total Requested to Date: **$977,003.99**
Remaining contract amount: **$442,941.74**

Attachments:
1. Burkett Pay App- April #8

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

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

PROJECT: Linnan Park

APPLICATION NO: 8

Distribution to:
- [x] OWNER
- [ ] ARCHITECT
- [ ] CONTRACTOR
- [ ]
- [ ]

PERIOD TO: 04/30/26

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

VIA ARCHITECT: Hanson Companies

PROJECT NOS: 14880

CONTRACT FOR: Bid Package 4: General Trades

CONTRACT DATE:

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, i	30000	0
Continuation Sheet, AIA Document G703, is attache	110000	0

1. ORIGINAL CONTRACT SUM		$ 1,365,656.00
2. Net change by Change Orders		$ 54,289.73
3. CONTRACT SUM TO DATE (Line 1 ± 2)		$ 1,419,945.73
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	60000	0
5. RETAINAGE:	74000	10000
a. 5.00% % of Completed Work (Column D + E on G703)	$ 51,421.26	
b. 5.00% % of Stored Material (Column F on G703)	$ 0	
Total Retainage (Lines 5a + 5b or Total in Column I of G703)		$ 51,421.26
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)		$ 977,003.99
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)		$ $899,657.60
8. CURRENT PAYMENT DUE		$ 77,346.39
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	$	442,941.74

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	$42,103.91	$0.00
Total approved this Month	$12,185.82	$0.00
TOTALS	$54,289.73	$0.00
NET CHANGES by Change Order	$54,289.73	

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: 04/30/26

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 onthe Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:

By: Date:

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

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CONTINUATION SHEET

AIA DOCUMENT G703

PAGE OF PAGES

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing
Contractor's signed certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 8
APPLICATION DATE: 04/30/26
PERIOD TO: 04/30/26
ARCHITECT'S PROJECT NO: 14880

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED FROM PREVIOUS APPLICATION (D + E)	WORK COMPLETED THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
1	General Conditions	$159,526.00	$105,000.00	$10,000.00		$115,000.00	72.09%	44,526.00	$5,750.00
2	Overhead	$76,357.84	$60,000.00	$5,000.00		$65,000.00	85.13%	11,357.84	$3,250.00
3	Site Work	$22,000.00	$22,000.00	$0.00		$22,000.00	100.00%		$1,100.00
4	Masonry	$126,951.25	$118,400.00	$8,551.25		$126,951.25	100.00%		$6,347.56
5	Structural Steel	$102,850.00	$102,850.00	$0.00		$102,850.00	100.00%		$5,142.50
6	Steel Erection	$41,975.00	$41,975.00	$0.00		$41,975.00	100.00%		$2,098.75
7	Carpentry Materials	$161,925.00	$161,925.00	$0.00		$161,925.00	100.00%		$8,096.25
8	Carpentry Installation	$35,000.00	$30,000.00	$5,000.00		$35,000.00	100.00%		$1,750.00
9	Thermal & Moisture	$294,000.00	$110,000.00	$20,000.00		$130,000.00	44.22%	164,000.00	$6,500.00
10	Openings	$11,650.00	$6,000.00	$5,650.00		$11,650.00	100.00%		$582.50
11	Finishes	$23,610.00	$0.00	$0.00		$0.00	0.00%	23,610.00	$0.00
12	Specalties Material	$17,216.00	$0.00	$17,216.00		$17,216.00	100.00%		$860.80
13	Specalties Labor	$2,000.00	$0.00	$0.00		$0.00	0.00%	2,000.00	$0.00
14	Sport Equiptment	$38,358.00	$38,358.00	$0.00		$38,358.00	100.00%		$1,917.90
15	Court Surfacing	$49,901.00	$0.00	$0.00		$0.00	0.00%	49,901.00	$0.00
16	Futsol Relocation	$13,000.00	$6,500.00	$0.00		$6,500.00	50.00%	6,500.00	$325.00
17	Mechanical	$84,439.82	$60,000.00	$0.00		$60,000.00	71.06%	24,439.82	$3,000.00
18	Electrical	$159,185.82	$84,000.00	$10,000.00		$94,000.00	59.05%	65,185.82	$4,700.00
19		$0.00	$0.00	$0.00		$0.00	0.00%		$0.00
20		$0.00	$0.00	$0.00		$0.00	0.00%		$0.00
				$0.00					
	GRAND TOTALS	$1,419,945.73	$947,008.00	$81,417.25	$0.00	$1,028,425.25	72.43%	391,520.48	$51,421.26

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: Matt McQuillen, City Manager
DATE: May 14, 2026
RE: Approve Pay Request #8 - Cunningham - City Hall Remodel Phase 2 - $25,063.64

SYNOPSIS:

Staff is recommending approval of pay request #8 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 Approved 11/4/25

Change Order #2 $ 2,710.51 Approved by CM 12/12/25

Change Order #3 $ 6,756.54 Approved by CM 1/26/26

Change Order #4 $ 324.04 Approved by CM 3/25/26

Revised Contract Amount $ 423,199.09

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 Approved 3/26/26

Pay Request #7 $ 26,705.34 Approved 4/23/26

Pay Request #8 $ 25,063.64

Balance Remaining $ 12,695.98

3% Retainage Held $ 12,695.98

Total – Pay Request #8 $ 25,063.64

Acct # 350-5750-6799

Attachments:

1. Clive City Hall P2 - Cunningham Pay App 8

TO CONTRACTOR:

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

APPLICATION NO: 8
INVOICE NO: 25011-008
PERIOD: 04/01/26 - 04/30/26
PROJECT NO: 25011
CONTRACT NO: SC-003 City Hall Phase 2
CONTRACT DATE: 08/28/2025
CERTIFICATE DATE: 05/04/2026
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		$9,791.09
3.	Contract Sum to date (Line 1 ± 2)		$423,199.09
4.	Total completed and stored to date (Column G on detail sheet)		$423,199.09
5.	Retainage:		
	a. 3.00% of completed work	$12,695.98	
	b. 0.00% of stored material	$0.00	
	Total retainage (Line 5a + 5b or total in column I of detail sheet)		$12,695.98
6.	Total earned less retainage (Line 4 less Line 5 Total)		$410,503.11
7.	Less previous certificates for payment (Line 6 from prior certificate)		$385,439.47
8.	Current payment due:		$25,063.64
9.	Balance to finish, including retainage (Line 3 less Line 6)		$12,695.98

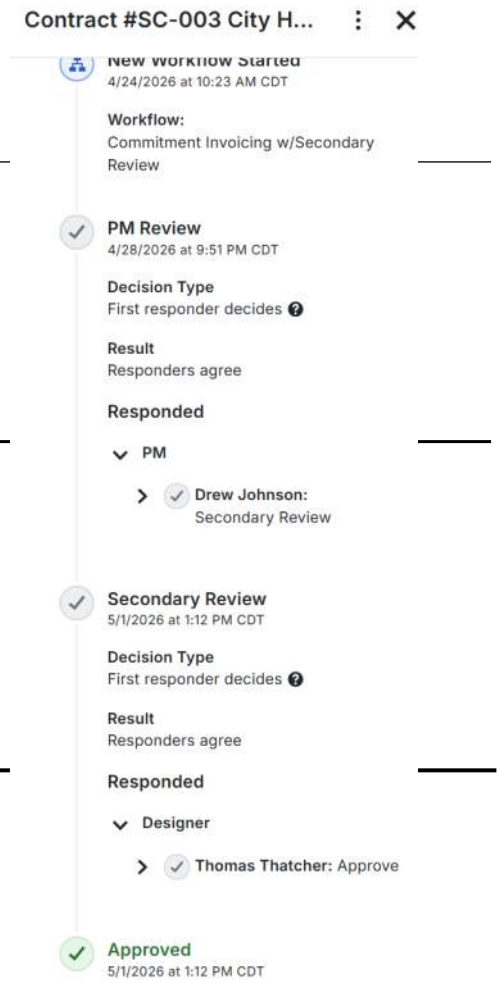
CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner/Client:	$9,791.09	$0.00
Total approved this month:	$0.00	$0.00
Totals:	$9,791.09	$0.00
Net change by change orders:	$9,791.09	

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:



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

APPLICATION NUMBER: 8
APPLICATION DATE: 04/27/2026
PERIOD: 04/01/26 - 04/30/26

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	$47,735.00	$0.00	$0.00	$47,735.00	100.00%	$0.00	$1,432.05
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	$15,625.00	$1,850.00	$0.00	$17,475.00	100.00%	$0.00	$524.25
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	$11,490.00	$0.00	$0.00	$11,490.00	100.00%	$0.00	$344.70

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	$3,440.00	$2,340.00	$0.00	$5,780.00	100.00%	$0.00	$173.40
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	$4,200.00	$0.00	$0.00	$4,200.00	100.00%	$0.00	$126.00
26	23-230000.000.Subcontract	Air Outlets and Inlets Labor	$4,106.00	$4,106.00	$0.00	$0.00	$4,106.00	100.00%	$0.00	$123.18

A		B	C	D	E	F	G		H	I
ITEM NO.	BUDGET CODE	DESCRIPTION OF WORK	SCHEDULED VALUE	APPROVED WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
				FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
	BP#3 - Mechanical & Plumbing									
27	23-230000.000.Subcontract BP#3 - Mechanical & Plumbing	RTU Materials	$78,980.00	$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	$2,000.00	$0.00	$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	$276.00	$0.00	$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	$13,648.00	$0.00	$71,273.00	100.00%	$0.00	$2,138.19
32	23-230000.000.Subcontract BP#3 - Mechanical & Plumbing	Subcontractor - Iowa Insulation	$9,894.00	$9,894.00	$0.00	$0.00	$9,894.00	100.00%	$0.00	$296.82
33	23-230000.000.Subcontract BP#3 - Mechanical & Plumbing	Subcontractor - Flow Tech	$5,347.00	$0.00	$5,347.00	$0.00	$5,347.00	100.00%	$0.00	$160.41
		TOTALS:	**$413,408.00**	**$390,223.00**	**$23,185.00**	**$0.00**	**$413,408.00**	**100.00%**	**$0.00**	**$12,402.24**

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					
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	$353.47	$0.00	$0.00	$353.47	100.00%	$0.00	$10.60
35.1.2	23-230000.000.Subcontract BP#3 - Mechanical & Plumbing RFI #13 Roof Drain Insulation Repair	$851.18	$851.18	$0.00	$0.00	$851.18	100.00%	$0.00	$25.54
35.1.3	23-230000.000.Subcontract BP#3 - Mechanical & Plumbing Restroom 104 Floor Drain and Vent Addition	$768.37	$768.37	$0.00	$0.00	$768.37	100.00%	$0.00	$23.05

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	$737.49	$0.00	$0.00	$737.49	100.00%	$0.00	$22.12
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	$2,145.56	$1,413.29	$0.00	$3,558.85	100.00%	$0.00	$106.77
36.1.2	23-230000.000.Subcontract BP#3 - Mechanical & Plumbing RFI #27 Vent Line Size Increase	$1,957.17	$1,957.17	$0.00	$0.00	$1,957.17	100.00%	$0.00	$58.72
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	$1,240.52	$0.00	$1,240.52	100.00%	$0.00	$37.22
37	**CCO #004 Cunningham CO#4**								
37.1	**PCO #004 CO#4 Cunningham**								
37.1.1	23-230000.000.Subcontract BP#3 - Mechanical & Plumbing RFI #34 Bathroom Exhaust Duct and Existing Irrigation Line	$324.04	$324.04	$0.00	$0.00	$324.04	100.00%	$0.00	$9.72
	TOTALS:	**$9,791.09**	**$7,137.28**	**$2,653.81**	**$0.00**	**$9,791.09**	**100.00%**	**$0.00**	**$293.74**

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:	**$423,199.09**	**$397,360.28**	**$25,838.81**	**$0.00**	**$423,199.09**	**100.00%**	**$0.00**	**$12,695.98**

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 **$26,705.34** 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 20th day of April, 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: May 14, 2026
RE: Approve Pay Request #8 - DCI Group - City Hall Remodel Phase 2 - $46,198.53

SYNOPSIS:
Staff recommends approval of Pay Request #8 to DCI Group for construction management services completed to date for Phase 2 of the City Hall Remodel Project. All primary construction in the Phase 2 area has now been completed, and most punch list items have been resolved. There are a few minor outstanding items, and we anticipate staff moving back in the Phase 2 area in the coming weeks.

Construction Management Services (Fee and Staff Costs)
Estimated Contract Amount $ 277,201.96 (Contract Approved 8/28/25)
Pay Request #1 $ 24,195.19 Approved 11/13/25
Pay Request #2 $ 25,096.79 Approved 11/13/25
Pay Request #3 $ 22,391.99 Approved 1/8/26
Pay Request #4 $ 25,096.79 Approved 1/8/26
Pay Request #5 $ 30,626.19 Approved 2/26/26
Pay Request #6 $ 41,271.99 Approved 3/26/26
Pay Request #7 $ 44,963.19 Approved 4/23/26
Pay Request #8 $ 46,198.53

Balance Remaining $ 17,361.30

General Conditions/Reimbursements
Estimated Contract Amount $ 66,108.99 (Contract Approved 8/28/25)
Pay Request #1 $ 12,729.15 Approved 11/13/25
Pay Request #2 $ 5,416.84 Approved 11/13/25
Pay Request #3 $ 3,854.12 Approved 1/8/26
Pay Request #4 $ 3,786.27 Approved 1/8/26
Pay Request #5 $ 3,950.70 Approved 2/26/26
Pay Request #6 $ 5,991.93 Approved 3/26/26
Pay Request #7 $ 3,933.82 Approved 4/23/26
Pay Request #8 $ 1,235.34

Balance Remaining $ 25,210.82

Total – Pay Request #8 $ 46,198.53

Acct # 350-5750-6407

Attachments:
1. DCI Group - Phase 2 CMA - Pay App 8 5-14-26

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

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

INVOICE # 10

Date: 4/30/2026
Invoice #: 25-011-10

CM Services performed:
Clive City Hall - Phase 2

Period Completed:
April 2026

Vendor:	Description	Amount	
DCI Group	Construction	$	40,603.20
DCI Group	Fee	$	4,359.99
DCI Group	Project Reimbursables	$	1,235.34
	TOTAL DUE:	**$**	**46,198.53**

By: _____ Date: _____

DCI GROUP

App # : 10
App Date: April-26

Description of Work	Scheduled Value	Changes	Revised Value	WORK COMPLETED Previous	WORK COMPLETED This Period	Total Completed	Balance Remaining
Clive City Hall - Phase 2							
Construction - Staff	$ 237,962.08	$ -	$ 237,962	$ 183,122.20	$ 40,603.20	$ 223,725.40	$ 14,236.68
CM Fee	$ 39,239.88	$ -	$ 39,240	$ 30,519.91	$ 4,359.99	$ 34,879.89	$ 4,359.99
Reimbursables	$ 66,108.99	$ -	$ 66,109	$ 39,662.83	$ 1,235.34	$ 40,898.17	$ 25,210.82
TOTAL	$ 343,310.95	$ -	$ 343,310.95	$ 253,304.94	$ 46,198.53	$ 299,503.46	$ 43,807.49

Clive City Hall - Phase 2

Construction

Personnel	Hourly Rate	Contract	Previous	This Period	Total	Balance	Cost
Project Executive	$ 142.00	156	121.6	17.6	139.2	17	$ 2,499.20
Project Superintendent	$ 118.00	567	390.5	176	566.5	0	$ 20,768.00
Project Manager	$ 112.00	738	608	88	696	42	$ 9,856.00
Project Engineer	$ 85.00	780	608	88	696	84	$ 7,480.00
Total							$ 40,603.20

Reimbursables

Vendor	Description	Invoice #	Amount
Best Portable Toilets	Portable Toilets	I18548	$ 235.40
Waste Connections of Iowa	Dumpsters	3865321T071	$ 591.80
Amazon	Sign - Fire Door	CC	$ 14.08
Amazon	Sign - Fireplace	CC	$ 13.00
Amazon	Sign - Doors	CC	$ 14.97
Amazon	Sign - Doors	CC	$ 13.36
Lowe's	Backer Rod and Sign Tape	CC	$ 16.01
Lowe's	Cleaning Supplies	CC	$ 34.64
Office Depot	Office Supplies - ink	CC	$ 170.08
Smith's Sewer	Branch Line cleaning	484383	$ 132.00
		Total	$ 1,235.34

Best Portable Toilets
PO Box 3027
Des Moines, IA 50316
(515) 453-2211
info@bestportabletoiletsinc.com

Invoice #	**I18548**
Invoice Date	**Apr 6, 2026**
Billing Period	**Apr 6, 2026 - May 3, 2026**
Due Date	**May 6, 2026**

Invoice To:

DCI Group
Janae Brown
220 SE 6th St.- Suite 200
Des Moines, IA 50309

Invoice Amount **$235.40**

Customer ID	PO #	Rental #	Pay Online ID	Clerk	Terms
C636	**25011**	**R3897**	**PUgXW4E2**	**CM**	**Net 30**

Site: S3499, 1900 NW 114th St Clive, IA 50325

Line #	Service	Tax Code	Rate	Qty.	Amount
1	PORTABLE TOILET CONSTRUCTION Apr 6, 2026 - May 3, 2026 | (4/6/2026 - 5/3/2026) Portable Toilet Construction-AKT - Per 4 weeks | Includes toilet, once weekly cleaning and restocking. All units are pressure washed with water and detergent at each waste removal service. All units include hospital grade hand sanitizer.	01	$110.00	2	$220.00

Invoice Subtotal	$220.00
Tax (01) - IA-Polk-98153 - 7%	$15.40
Invoice Total	$235.40

Thank you!

To pay securely online, go to app.servicecore.com/payment. Enter your **Customer ID: C636** and your **Pay Online ID: PUgXW4E2** then click **Submit**. Enter your payment info and click **Pay**. That's it!

PLEASE NOTE: New remit to address
PO Box 3027
DES MOINES, IA 50316

Current Due	1-30 Days Overdue	31-60 Days Overdue	61-90 Days Overdue	91+ Days Overdue	Total Due
$1,151.80	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$1,151.80**

Detach and return (#9 envelope)

DCI Group
Janae Brown
220 SE 6th St.- Suite 200
Des Moines, IA 50309

Customer ID #	**C636**
Invoice #	**I18548**
Invoice Date	**Apr 6, 2026**
Billing Period	**Apr 6, 2026 - May 3, 2026**
Due Date	**May 6, 2026**
Invoice Total	**$235.40**
Payments	**($0.00)**

Remit To:

Best Portable Toilets
PO Box 3027
Des Moines, IA 50316

Invoice Due **$235.40**

INVOICE

Invoice Number: 484383
Invoice Date: Mar 25, 2026
Customer ID: DCI001

SMITH'S SEWER SERVICE "The Professionals"

P.O. BOX 351
JOHNSTON, IA 50131
(515) 255-6063

Bill To:	Ship To:
DCI GROUP 220 SE 6TH ST SUITE # 200 DES MOINES, IA 50309	CITY HALL 1900 NW 114TH ST CLIVE, IA 50325

****PLEASE DETACH TOP PORTION, ALL FORMS OF PAYMENT MUST HAVE CUSTOMER ID AND/OR REFERENCE NUMBER****

Customer PO	Payment Terms	Due Date	Sales Rep ID
EMAIL / NO TAX	Net 30 Days	4/24/26	79

Quantity	Item	Description	Unit Price	Amount
1.00	-BR	Labor to clean branch line > FROM MOP SINK OUT 30' **PAINT / GUNK > NO WARRANTY MARNI INVOICED BY PINKY	132.00	132.00

SMITH'S SEWER SERVICE "The Professionals"

P.O. BOX 351
JOHNSTON, IA 50131
(515) 255-6063

Subtotal	132.00
Sales Tax	
Total Invoice Amount	132.00
Payment/Credit Applied	
TOTAL	**132.00**

Note: 1.5% per month which is an ANNUAL PERCENTAGE RATE of 18% will be charged to all accounts over 30 days. You will also be liable for all legal and collection fees. A $25.00 service fee will be added to all returned checks. Sewers are warranted for 6 months against tree roots. All other sewers and drains are warranted for 30 days. Mechanical problems and/or any other issues noted on paperwork will void any warranty. In the event of a reoccurring backup within the warranty period, Smith's Sewer Service will return one time for 1 hour at no charge. In the event of a refund it will be issued as a credit to your account.

WASTE CONNECTIONS OF IOWA, INC.
DES MOINES DISTRICT
4705 NE 22ND ST
DES MOINES IA 50313-2513
DISTRICT NO. 3071

DCI GROUP - CITY HALL
200
220 SE 6TH ST
DES MOINES IA 50309

Scan to pay online

ACCOUNT NO.	3071-9054668-004
INVOICE NO.	3865321T071
STATEMENT DATE	04/01/26
DUE DATE	04/23/26
BILLING PERIOD	03/01/26 - 03/31/26

FOR ASSISTANCE

Office	(515) 265-7374
One Time Payments	800-457-1379

003184 1/1

INVOICE STATEMENT

Date	Description			Amount
	Previous Balance		$	**1,102.55**
03/11/26	Payment Thank You!	16160	$	-805.00
03/20/26	Payment Thank You!	16196	$	-297.55
	Total Payments And Credits		$	**-1,102.55**
	Service Location	**Dci Group - City Hall**		
	Acct #9054668-004	**1900 Nw 114Th St**		
02/27/26	Disposal 32524396	1.52 @ $55.00	$	83.60
02/27/26	Roll Off 30 Yards 1237281	1 Each @ $220.00	$	220.00
03/10/26	Disposal 32528543	1.24 @ $55.00	$	68.20
03/10/26	Roll Off 30 Yards 1238471	1 Each @ $220.00	$	220.00
	Current Charges And Fees		$	**591.80**
	Total Due		$	**591.80**

As a result of cost increase, you may notice an increase on your next statement.

A finance charge of 1.5% will be assessed on all past due balances.

****** **Visit our website at : www.wcDesMoines.com** ******

Please remit to the address below and return your remit stub with your payment.

WASTE CONNECTIONS OF IOWA, INC.
DES MOINES DISTRICT
4705 NE 22ND ST
DES MOINES IA 50313-2513

AB 01 003184 36166 H 12 A

DCI GROUP - CITY HALL
200
220 SE 6TH ST
DES MOINES IA 50309-4844

ACCOUNT NO.	3071-9054668-004
INVOICE NO.	3865321T071
STATEMENT DATE	04/01/26
DUE DATE	04/23/26
PAY THIS AMOUNT	**$591.80**

WRITE IN AMOUNT PAID $

☐ TO CHANGE ADDRESS
Check here and complete the information on the reverse side.

MAIL PAYMENT TO:
WASTE CONNECTIONS OF IOWA, INC.
DES MOINES DISTRICT
PO BOX 679859
DALLAS TX 75267-9859

3071 00000000000000X9054668X0047 00000059180000000000000003865321 3

Your Orders Your Account Buy Again

Thanks for your order, Brandon!

Ordered Shipped Out for delivery Delivered

Arriving April 20 - April 21

Brandon - WEST DES MOINES, IA

Order # 113-3712475-2137025

View or edit order



OSHA Notice Sign - Fireplace Emer...

Quantity: 1

$12.15

Grand Total: **$13.00**

Buy it again



$18.27
Oral B Cross Action El...



$49.96
Filterbuy 16x30x1 Air ...



$27.99
INDY Colored Kid's G...

©2026 Amazon.com, Inc. or its affiliates. Amazon and all related marks are trademarks of Amazon.com, Inc. or its affiliates. Amazon.com, Inc. 410 Terry Avenue N. Seattle, WA

Thanks for your order, Brandon!

Ordered — Shipped — Out for delivery — Delivered

Arriving tomorrow

Brandon - WEST DES MOINES, IA

Order # 114-0532984-3531439

View or edit order



Signs ByLITA Standard Fire Sprink...

Quantity: 1

$13.99

Grand Total: **$14.97**

Arriving overnight 4 AM – 8 AM

Brandon - WEST DES MOINES, IA

Order # 114-1505847-9721050

View or edit order



SmartSign "FACP" Fire Alarm Contr...

Quantity: 1

$12.49

Grand Total: **$13.36**

Deals related to your purchases

Your Orders Your Account Buy Again

Thanks for your order, Brandon!

Ordered — Shipped — Out for delivery — Delivered

Arriving overnight 4 AM – 8 AM

Brandon - WEST DES MOINES, IA

Order # 114-4518179-3550646

View or edit order



SmartSign "FACP" Fire Alarm Contr...

Quantity: 1

$13.16

Grand Total: **$14.08**

Deals related to your purchases



-24% $13.58
rabbitgoo Cat Harnes...



-17% $33.27
samstar 6 Pack Mesh ...



-44% $8.98
Door Stoppers, 4 Pac...

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Thanks for your order, Brandon!

Ordered — Shipped — Out for delivery — Delivered

Arriving tomorrow

Brandon - WEST DES MOINES, IA

Order # 114-0532984-3531439

View or edit order



Signs ByLITA Standard Fire Sprink...

Quantity: 1

$13.99

Grand Total: **$14.97**

Arriving overnight 4 AM – 8 AM

Brandon - WEST DES MOINES, IA

Order # 114-1505847-9721050

View or edit order



SmartSign "FACP" Fire Alarm Contr...

Quantity: 1

$12.49

Grand Total: **$13.36**

Deals related to your purchases

LOWE'S

LEARN MORE AT LOWES.COM/MYLOWESREWARDS

LOWE'S HOME CENTERS, LLC
1700 50TH ST.
WEST DES MOINES, IA 50266 (515) 267-0300

- SALE -

SALES#: S0552EDL 5077480 TRANS#: 505263647 04-09-26

174371 MD BCKR RD 5/8 IN X 20 FT	4.98
394705 SCOTCH EXTREME MOUNTING T	9.98
SUBTOTAL:	14.96
TOTAL TAX:	1.05
INVOICE 97470 TOTAL:	16.01
VISA:	16.01

VISA: XXXXXXXXXXX5332 AMOUNT: 16.01 AUTHCD: 044092
CHIP REFID:055214470571 04/09/26 11:02:24
CUSTOMER CODE: NA
TVR : 8080008000
TSI : 6800 AID : A0000000031010

STORE: 0552 TERMINAL: 14 04/09/26 11:02:28
OF ITEMS PURCHASED: 2
EXCLUDES FEES, SERVICES AND SPECIAL ORDER ITEMS

THANK YOU FOR SHOPPING LOWE'S.
FOR FULL DETAILS ON OUR RETURN POLICY, VISIT
LOWES.COM/RETURNS
A WRITTEN COPY OF THE RETURN POLICY IS AVAILABLE
AT OUR CUSTOMER SERVICE DESK

MY LOWE'S REWARDS CREDIT CARDHOLDERS GET MORE.
FOR DETAILS VISIT LOWES.COM/MYLOWESREWARDS

SHARE YOUR FEEDBACK!
ENTER FOR A CHANCE TO BE
ONE OF FIVE $500 WINNERS DRAWN MONTHLY!
¡ENTRE EN EL SORTEO MENSUAL
PARA SER UNO DE LOS CINCO GANADORES DE $500!

ENTER BY COMPLETING A SHORT SURVEY
WITHIN ONE WEEK AT: www.lowes.com/survey

LOWE'S

LEARN MORE AT LOWES.COM/MYLOWESREWARDS

LOWE'S HOME CENTERS, LLC
1700 50TH ST.
WEST DES MOINES, IA 50266 (515) 267-0300

- SALE -

SALES#: S0552E0L 5077480 TRANS#: 524677262 03-26-26

901547 35CT FRESH CLOROX WIPES	3.98
6522237 3M SUPER MULTI PURPOSE S	13.41
114511 90CT TUB-O-TOWEL MULT PUR	14.98
SUBTOTAL:	32.37
TOTAL TAX:	2.27
INVOICE 93877 TOTAL:	34.64
VISA:	34.64

VISA: XXXXXXXXXXX5332 AMOUNT: 34.64 AUTHCD: 012746
SWIPED REFID:055214877352 03/26/26 14:15:12
CUSTOMER CODE: NA

STORE: 0552 TERMINAL: 14 03/26/26 14:15:16
OF ITEMS PURCHASED: 3
EXCLUDES FEES, SERVICES AND SPECIAL ORDER ITEMS

THANK YOU FOR SHOPPING LOWE'S.
FOR FULL DETAILS ON OUR RETURN POLICY, VISIT
LOWES.COM/RETURNS
A WRITTEN COPY OF THE RETURN POLICY IS AVAILABLE
AT OUR CUSTOMER SERVICE DESK

MY LOWE'S REWARDS CREDIT CARDHOLDERS GET MORE.
FOR DETAILS VISIT LOWES.COM/MYLOWESREWARDS

SHARE YOUR FEEDBACK!
ENTER FOR A CHANCE TO BE
ONE OF FIVE $500 WINNERS DRAWN MONTHLY!
¡ENTRE EN EL SORTEO MENSUAL
PARA SER UNO DE LOS CINCO GANADORES DE $500!

ENTER BY COMPLETING A SHORT SURVEY
WITHIN ONE WEEK AT: www.lowes.com/survey
Y O U R I D #938771 055230 850416

NO PURCHASE NECESSARY TO ENTER OR WIN.
VOID WHERE PROHIBITED. MUST BE 18 OR OLDER TO ENTER.
OFFICIAL RULES & WINNERS AT: www.lowes.com/survey

STORE: 0552 TERMINAL: 14 03/26/26 14:15:16

Office DEPOT OfficeMax

WEST DES MOINES - (515) 223-8757
03/24/2026 8:04 AM



VTVTGAUPX55YRRRBC

SALE 2335-2-4166-961234-11 6.2_12

6122481	INK,T812XL,BLK	158.95 SS
	Subtotal	158.95
	Sales and Use Tax 11.13	
	Total	170.08
	Visa 6621:	170.08

AUTH CODE 029189
TDS Contactless
AID A0000000031010 VISA CREDIT
TVR CVS No Signature Required

JOSIP JURIC 58*****485

Please create your online rewards account at officedepot.com/rewards. You must complete your account to claim your rewards and view your status.

****

Shop online at www.officedepot.com

Memo

TO: Mayor and Council members
FROM: Matt McQuillen, City Manager
DATE: May 14, 2026
RE: Approve Pay Request #8 - NAI Electrical - City Hall Remodel Phase 2 - $14,787.65

SYNOPSIS:
Staff is recommending approval of pay request #8 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
Change Order #5 $ 3,342.00 Approved by CM 3/29/26
Change Order #6 $ 13,755.00 Approved by CM 4/23/26

Revised Contract Amount $ 250,594.89

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 Approved 3/12/26
Pay Request #7 $ 8,856.99 Approved 4/9/26
Pay Request #8 $ 14,787.65
Balance Remaining $ 8,487.85

3% Retainage Held $ 7,487.85

Total – Pay Request #8 $ 14,787.65

Acct # 350-5750-6799

Attachments:
1. Clive City Hall P2 - NAI Pay App 8

TO CONTRACTOR:

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

APPLICATION NO: 8
INVOICE NO: 25011-008
PERIOD: 04/01/26 - 04/30/26
PROJECT NO: 25011
CONTRACT NO: SC-004 City Hall Phase 2
CONTRACT DATE: 08/28/2025
CERTIFICATE DATE: 05/04/2026
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		$34,434.89
3.	Contract Sum to date (Line 1 ± 2)		$250,594.89
4.	Total completed and stored to date (Column G on detail sheet)		$249,594.89
5.	Retainage:		
	a. 3.00% of completed work	$7,487.85	
	b. 0.00% of stored material	$0.00	
	Total retainage (Line 5a + 5b or total in column I of detail sheet)		$7,487.85
6.	Total earned less retainage (Line 4 less Line 5 Total)		$242,107.04
7.	Less previous certificates for payment (Line 6 from prior certificate)		$227,319.39
8.	Current payment due:		$14,787.65
9.	Balance to finish, including retainage (Line 3 less Line 6)		$8,487.85

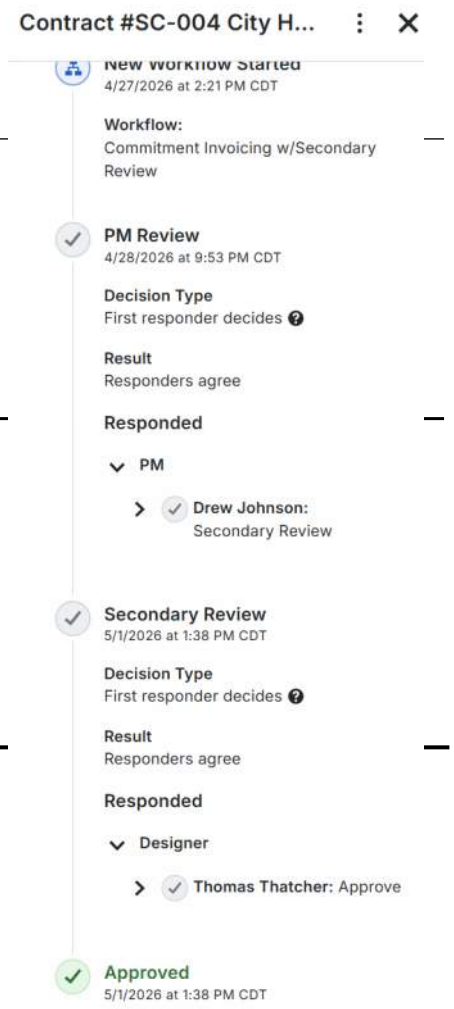
CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner/Client:	$20,679.89	$0.00
Total approved this month:	$13,755.00	$0.00
Totals:	$34,434.89	$0.00
Net change by change orders:	$34,434.89	

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:



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

APPLICATION NUMBER: 8
APPLICATION DATE: 04/27/2026
PERIOD: 04/01/26 - 04/30/26

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	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	$1,408.00	$0.00	$0.00	$1,408.00	100.00%	$0.00	$42.24
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	$9,606.00	$0.00	$0.00	$9,606.00	100.00%	$0.00	$288.18
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	$5,098.00	$0.00	$0.00	$5,098.00	100.00%	$0.00	$152.94
16	26-260000.000.Subcontract	WIRE MATERIAL	$20,575.00	$20,575.00	$0.00	$0.00	$20,575.00	100.00%	$0.00	$617.25

A		B	C	D	E	F	G		H	I
ITEM NO.	BUDGET CODE	DESCRIPTION OF WORK	SCHEDULED VALUE	APPROVED WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
				FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
	BP#4 Electrical									
17	26-260000.000.Subcontract BP#4 Electrical	WIRE LABOR	$9,889.00	$9,889.00	$0.00	$0.00	$9,889.00	100.00%	$0.00	$296.67
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	$4,062.00	$0.00	$0.00	$4,062.00	100.00%	$0.00	$121.86
20	26-260000.000.Subcontract BP#4 Electrical	STRUCTURED CABLING MATERIALS	$9,041.00	$9,041.00	$0.00	$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	$12,047.00	$0.00	$0.00	$12,047.00	100.00%	$0.00	$361.41
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	$1,000.00	$890.00	$0.00	$1,890.00	100.00%	$0.00	$56.70
24	26-260000.000.Subcontract BP#4 Electrical	VIDEO MANAGEMENT MATERIAL	$5,434.00	$5,434.00	$0.00	$0.00	$5,434.00	100.00%	$0.00	$163.02
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	$13,318.00	$600.00	$0.00	$13,918.00	100.00%	$0.00	$417.54
27	26-260000.000.Subcontract BP#4 Electrical	INTRUSION DETECTION LABOR	$56.00	$56.00	$0.00	$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**	**$213,670.00**	**$1,490.00**	**$0.00**	**$215,160.00**	**99.54%**	**$1,000.00**	**$6,454.80**

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					
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	$1,740.00	$0.00	$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	$1,705.51	$0.00	$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	$1,594.46	$0.00	$0.00	$1,594.46	100.00%	$0.00	$47.83
33	**CCO #005 NAI CO#5**								
33.1	**PCO #005 CO#5 NAI**								
33.1.1	26-260000.000.Subcontract BP#4 Electrical ITC 04 - Lobby Ceiling Changes	$1,300.00	$1,300.00	$0.00	$0.00	$1,300.00	100.00%	$0.00	$39.00
33.1.2	26-260000.000.Subcontract BP#4 Electrical ITC 04 - Lobby Lighting	$350.00	$350.00	$0.00	$0.00	$350.00	100.00%	$0.00	$10.50
33.1.3	26-260000.000.Subcontract BP#4 Electrical RFI #43 Existing Ceilings in Room 154A and 141	$767.00	$767.00	$0.00	$0.00	$767.00	100.00%	$0.00	$23.01
33.1.4	26-260000.000.Subcontract BP#4 Electrical Add 2 data	$925.00	$925.00	$0.00	$0.00	$925.00	100.00%	$0.00	$27.75
34	**CCO #006 NAI CO#6**								
34.1	**PCO #006 PCO#6 NAI**								
34.1.1	26-260000.000.Subcontract BP#4 Electrical Door Access Control Panel Relocation & Rewiring	$13,755.00	$0.00	$13,755.00	$0.00	$13,755.00	100.00%	$0.00	$412.65
	TOTALS:	**$34,434.89**	**$20,679.89**	**$13,755.00**	**$0.00**	**$34,434.89**	**100.00%**	**$0.00**	**$1,033.05**

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:	**$250,594.89**	**$234,349.89**	**$15,245.00**	**$0.00**	**$249,594.89**	**99.60%**	**$1,000.00**	**$7,487.85**

AIA® Document G702™ – 1992

Application and Certificate for Payment

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

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

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

VIA ARCHITECT:
LJ1413

APPLICATION NO: 8
PERIOD TO: 4/30/2026
CONTRACT FOR: City of Clive City Hall Phase
CONTRACT DATE: 8/28/2025
PROJECT NOS: CITY HALL PH 2 / /
INVOICE NO: 76747

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		$ 34,434.89
3. CONTRACT SUM TO DATE *(Line 1 ± 2)*		$ 250,594.89
4. TOTAL COMPLETED & STORED TO DATE *(Column G on G703)*		$ 249,594.89
5. RETAINAGE:		
a. 3 % of Completed Work *(Columns D + E on G703)*	$ 7,487.85	
b. 0 % of Stored Material *(Column F on G703)*	$ 0.00	
Total Retainage *(Lines 5a + 5b, or Total in Column I of G703)*		$ 7,487.85
6. TOTAL EARNED LESS RETAINAGE *(Line 4 minus Line 5 Total)*		$ 242,107.04
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT *(Line 6 from prior Certificate)*		$ 227,319.39
8. CURRENT PAYMENT DUE		$ 14,787.65
9. BALANCE TO FINISH, INCLUDING RETAINAGE *(Line 3 minus Line 6)*		$ 8,487.85

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	$ 20,679.89	$ 0.00
Total approved this month	$ 13,755.00	$ 0.00
TOTAL	$ 34,434.89	$ 0.00
NET CHANGES by Change Order	$ 34,434.89	

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] Date: 4-27-2026
State of: IA
County of: Story
Subscribed and sworn to before me this 27th day of April 2026
Notary Public: Lydia M Sharar
My commission expires: 4/6/2029

LYDIA SHARAR
NOTARIAL SEAL IOWA
Commission Number 824668
My Commission Expires 4/6/29

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.

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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010711ACD44

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK BILLED		MATERIALS STORED THIS PERIOD	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% G/C	BALANCE TO FINISH (C-G)	RETAINAGE
			FROM PREV. APPLICATION (D+E+F)	THIS PERIOD					
1	Bond, Permit	201.00	201.00	0.00	0.00	201.00	100	0.00	6.03
2M	Start-Up and Mobilization Materials	8,077.00	8,077.00	0.00	0.00	8,077.00	100	0.00	242.31
2L	Start-Up and Mobilization Labor	379.00	379.00	0.00	0.00	379.00	100	0.00	11.37
3M	Temporary Materials	300.00	300.00	0.00	0.00	300.00	100	0.00	9.00
3L	Temporary Labor	400.00	400.00	0.00	0.00	400.00	100	0.00	12.00
4M	Demo Materials	680.00	680.00	0.00	0.00	680.00	100	0.00	20.40
4L	Demo Labor	10,726.00	10,726.00	0.00	0.00	10,726.00	100	0.00	321.78
5M	Gear Materials	10,461.00	10,461.00	0.00	0.00	10,461.00	100	0.00	313.83
5L	Gear Labor	1,408.00	1,408.00	0.00	0.00	1,408.00	100	0.00	42.24
6M	Conduit Materials	13,492.00	13,492.00	0.00	0.00	13,492.00	100	0.00	404.76
6L	Conduit Labor	28,173.00	28,173.00	0.00	0.00	28,173.00	100	0.00	845.19
7M	Interior Lighting Material	9,258.00	9,258.00	0.00	0.00	9,258.00	100	0.00	277.74
7L	Interior Lighting Labor	9,606.00	9,606.00	0.00	0.00	9,606.00	100	0.00	288.18
8M	Devices Material	13,348.00	13,348.00	0.00	0.00	13,348.00	100	0.00	400.44
8L	Devices Labor	5,098.00	5,098.00	0.00	0.00	5,098.00	100	0.00	152.94
9M	Wire Material	20,575.00	20,575.00	0.00	0.00	20,575.00	100	0.00	617.25
9L	Wire Labor	9,889.00	9,889.00	0.00	0.00	9,889.00	100	0.00	296.67
10M	Fire Alarm Materials	7,884.00	7,884.00	0.00	0.00	7,884.00	100	0.00	236.52
10L	Fire Alarm Labor	4,062.00	4,062.00	0.00	0.00	4,062.00	100	0.00	121.86
11M	Structured Cabling Materials	9,041.00	9,041.00	0.00	0.00	9,041.00	100	0.00	271.23
11L	Structured Cabling Labor	12,047.00	12,047.00	0.00	0.00	12,047.00	100	0.00	361.41
12M	A/V Materials	18,701.00	18,701.00	0.00	0.00	18,701.00	100	0.00	561.03
12L	A/V Labor	1,890.00	1,000.00	890.00	0.00	1,890.00	100	0.00	56.70
13M	Video Management Material	5,434.00	5,434.00	0.00	0.00	5,434.00	100	0.00	163.02
13L	Video Management Labor	56.00	56.00	0.00	0.00	56.00	100	0.00	1.68
14M	Instrusion Detection Material	13,918.00	13,318.00	600.00	0.00	13,918.00	100	0.00	417.54
14L	Instrusion Detection Labor	56.00	56.00	0.00	0.00	56.00	100	0.00	1.68
15	Close Out Documents - Min $1000.00	1,000.00	0.00	0.00	0.00	0.00	0	1,000.00	0.00
Z2	CO#2	9,110.00	9,110.00	0.00	0.00	9,110.00	100	0.00	273.30
Z4	CO#4	1,740.00	1,740.00	0.00	0.00	1,740.00	100	0.00	52.20
Z1	CO# T/M	3,187.92	3,187.92	0.00	0.00	3,187.92	100	0.00	95.64
Z3	CO#3 T/M	3,299.97	3,299.97	0.00	0.00	3,299.97	100	0.00	99.00
Z5	CO#5	3,342.00	3,342.00	0.00	0.00	3,342.00	100	0.00	100.26
Z6	CO#6	13,755.00	0.00	13,755.00	0.00	13,755.00	100	0.00	412.65
	Totals	250,594.89	234,349.89	15,245.00	0.00	249,594.89	100	1,000.00	7,487.85

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 FOURTEEN THOUSAND SEVEN HUNDRED EIGHTY SEVEN DOLLARS AND 65 CENTS (14,787.65) 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 4/30/2026 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.

4-27-2026
(Date)

(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 27

day of April, 2026.

(Place Notary Seal Here)

NOTARIAL SEAL IOWA
LYDIA SHARAR
Commission Number 824668
My Commission Expires
4/6/29

Memo

TO: Mayor and Council members
FROM: Alyssa Welling, Administrative Assistant
DATE: May 14, 2026
RE: Approve Pay Request #10 - Country Landscapes - Greenbelt Landing Construction Project - $106,473.62

SYNOPSIS:
Staff recommends approval of Pay Request #10 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 #10: **$106,473.62**
Total Requested to Date: **$433,672.34**
Remaining contract amount: **$508,947.66**

Attachments:
1. Country Landscapes Pay App 10 - April

TO CONTRACTOR:

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

PROJECT:

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

APPLICATION NO: 10
INVOICE NO: 23046-010
PERIOD: 04/01/26 - 04/30/26
PROJECT NO: 23046
CONTRACT NO: SC-006 Clive Greenbelt Landing
CONTRACT DATE: 09/12/2024
CERTIFICATE DATE: 04/30/2026
SUBMITTED DATE:

FROM SUBCONTRACTOR:

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

SUBCONTRACT FOR: Country Landscapes - BP #32.1

SUBCONTRACTOR'S APPLICATION FOR PAYMENT

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

1.	Original Contract Sum		$925,000.00
2.	Net change by change orders		$17,620.00
3.	Contract Sum to date (Line 1 ± 2)		$942,620.00
4.	Total completed and stored to date (Column G on detail sheet)		$456,497.22
5.	Retainage:		
	a. 5.00% of completed work	$17,242.47	
	b. 5.00% of stored material	$5,582.41	
	Total retainage (Line 5a + 5b or total in column I of detail sheet)		$22,824.88
6.	Total earned less retainage (Line 4 less Line 5 Total)		$433,672.34
7.	Less previous certificates for payment (Line 6 from prior certificate)		$327,198.72
8.	Current payment due:		$106,473.62
9.	Balance to finish, including retainage (Line 3 less Line 6)		$508,947.66

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

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

SUBCONTRACTOR: Country Landscapes, Inc.

By: _____ Date: _____

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

Bruce Morrow
Digitally signed by Bruce Morrow
DN: E=Bruce.Morrow@smithgroup.com, CN=Bruce Morrow, OU=Users, OU=MD, DC=smithgroup, DC=com
Reason: I am approving this document
Date: 2026.05.04 08:44:57-05'00'

Drew Johnson
Digitally signed by Drew Johnson
DN: C=US, E=drewj@dcigroup-us.com, CN=Drew Johnson
Date: 2026.05.04 13:11:18-05'00'

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

APPLICATION NUMBER: 10
APPLICATION DATE: 04/28/2026
PERIOD: 04/01/26 - 04/30/26

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	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	$10,932.97	$0.00	$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	$22,134.25	$14,100.00	$157,762.61	93.15%	$11,597.37	$7,888.13
6	32-329000.000.Subcontract BP #32.1 - Landscaping	Stone Block Wall	$208,101.24	$0.00	$86,305.50	$0.00	$86,305.50	41.47%	$121,795.74	$4,315.28
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	$3,637.75	$0.00	$42,718.25	85.44%	$7,281.75	$2,135.93
		TOTALS:	**$925,000.00**	**$232,771.50**	**$112,077.50**	**$111,648.22**	**$456,497.22**	**49.35%**	**$468,502.78**	**$22,824.88**

Change Orders

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

Grand Totals

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	APPROVED WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
	GRAND TOTALS:	$942,620.00	$232,771.50	$112,077.50	$111,648.22	$456,497.22	48.43%	$486,122.78	$22,824.88

WAIVER OF LIEN TO DATE

STATE OF Iowa)
) ss:
COUNTY OF Polk)

Project Name: **Greenbelt Landing**

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

The undersigned, for and in consideration of the sum of **One Hundred Six Thousand Four Hundred Seventy Three & 62/cents ($106,473.62)** as a partial payment for its furnishing of labor and material for the above-referenced Project, the receipt of which is hereby acknowledged, does hereby waive, release, and discharge any lien claim or lien right it has or could have under the statutes of the State of Iowa to the extent of the partial payment made in exchange for this partial lien release against the above described premises, for material furnished or labor performed to this date. The undersigned states that this partial lien release is not intended to and does not release any lien claims or rights for work, labor, or materials for which payment has not yet been received by the undersigned.

Dated at **Ames, IA**, on the **30th** day of **April, 2026.**

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

By: Zach Steckly
Accountant

Memo

TO: Mayor and Council members
FROM: Alyssa Welling, Administrative Assistant
DATE: May 14, 2026
RE: Approve Pay Request #10 - Hansen Company - Linnan Park Construction Project - $44,721.25

SYNOPSIS:
Staff recommends approval of Pay Request #10 to Hansen Company for the work completed to date on the Linnan Park Construction Project.

Total contract amount: **$717,571.00**
Pay Request #10: **$44,721.25**
Total Requested to Date: **$397,244.41**
Remaining contract amount: **$320,326.59**

Attachments:
1. Hansen - Pay App 10 0426

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:	24-936-0426
Date:	4/30/2026
Job #:	24-936
Project:	Linnan Park
	8500 Alice Ave. Clive, IA
Vendor:	CICL

PAY APPLICATION #10	$	47,075.00
LESS 5% RETENTION	$	(2,353.75)
AMOUNT DUE	$	44,721.25

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: 10

Distribution to:
[x] OWNER
[ ] ARCHITECT
[ ] CONTRACTOR
[ ]
[ ]

PERIOD TO: 4/30/2026

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)			$ 418,152.01
5. RETAINAGE:			
a. 5 % of Completed Work (Column D + E on G703)	$ 20,907.60		
b. 5 % of Stored Material (Column F on G703)	$ 0.00		
Total Retainage (Lines 5a + 5b or Total in Column I of G703)			$ 20,907.60
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)			$ 397,244.41
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)			$ 352,523.16
8. CURRENT PAYMENT DUE			$ 44,721.25
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)		$	320,326.59

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

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

CONTRACTOR: Hansen Company, Inc.

By: [signature] Date: 5/5/2026

State of: Iowa County of: Polk
Subscribed and sworn to before me this 5th day of May
Notary Public: [signature]
My Commission expires: 12-3-28

ASHLEY J. GARETSON
Commission Number 869266
My Commission Expires
December 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 onthe Continuation Sheet that are changed to conform with the amount certified.)
ARCHITECT:

By: _____ Date: _____

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

AIA DOCUMENT G702 · APPLICATION AND CERTIFICATION FOR PAYMENT · 1992 EDITION · AIA · ©1992 THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVE., N.W., WASHINGTON, DC 20006-5292

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

CONTINUATION SHEET

AIA DOCUMENT G703

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

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

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

APPLICATION NO: 10
APPLICATION DATE: 4/30/2026
PERIOD TO: 4/30/2026
ARCHITECT'S PROJECT NO:

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
1	Project Manager / Engineer	$90,069.00	$71,760.00	$3,120.00		$74,880.00	83.14%	$15,189.00	$3,744.00
2	Superintendent	$186,899.00	$100,030.00	$13,200.00		$113,230.00	60.58%	$73,669.00	$5,661.50
3	Project Coordinator	$26,000.00	$5,290.00	$585.00		$5,875.00	22.60%	$20,125.00	$293.75
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	$13,308.48	$1,545.00		$14,853.48	66.91%	$7,346.52	$742.67
6	Project Management Software	$3,600.00	$1,791.00	$0.00		$1,791.00	49.75%	$1,809.00	$89.55
7	Safety Expenses	$9,000.00	$2,375.00	$0.00		$2,375.00	26.39%	$6,625.00	$118.75
8	Temp Phones / Internet / Toilets	$7,200.00	$3,280.02	$425.00		$3,705.02	51.46%	$3,494.98	$185.25
9	Office Trailer	$18,000.00	$9,675.00	$1,500.00		$11,175.00	62.08%	$6,825.00	$558.75
10	Tools & Equipment	$54,000.00	$27,170.09	$6,850.00		$34,020.09	63.00%	$19,979.91	$1,701.00
11	Project Signage	$2,000.00	$2,000.00	$0.00		$2,000.00	100.00%		$100.00
12	Dumpsters	$35,000.00	$8,879.16	$0.00		$8,879.16	25.37%	$26,120.84	$443.96
13	General Labor / Cleaning	$31,000.00	$5,297.50	$0.00		$5,297.50	17.09%	$25,702.50	$264.88
14	Layout / Staking	$35,000.00	$13,500.00	$750.00		$14,250.00	40.71%	$20,750.00	$712.50
15	Bid Document Pricing	$2,979.00	$2,561.14	$0.00		$2,561.14	85.97%	$417.86	$128.06
16	Temp. Fencing	$29,250.00	$19,700.00	$0.00		$19,700.00	67.35%	$9,550.00	$985.00
17	SWPPP	$32,650.00	$9,460.00	$300.00		$9,760.00	29.89%	$22,890.00	$488.00
18	General Liability Insurance	$5,958.00	$3,322.80	$800.00		$4,122.80	69.20%	$1,835.20	$206.14
19	Fee	$121,766.00	$66,676.82	$18,000.00		$84,676.82	69.54%	$37,089.18	$4,233.84
20									
21									
22									
23									
24									
25									
	PAGE 1 TOTALS	$717,571.00	$371,077.01	$47,075.00	$0.00	$418,152.01	58.27%	$299,418.99	$20,907.60

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

AIA DOCUMENT G703 · CONTINUATION SHEET FOR G702 · 1992 EDITION · AIA · ©1992
THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVENUE, N.W. WASHINGTON, D.C. 20006-5232

Memo

TO: Mayor and Council members
FROM: Jonathan Cygan, Civil Engineer
DATE: May 14, 2026
RE: Approve Pay Request #11 - Concrete Technologies Inc. - Alice's Road Reconstruction Phase 1A - $177,944.10

SYNOPSIS:

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

Pay Estimate #11 - $177,944.10

A breakdown of the contract status is as follows:

Amended Contract Amount	- $4,481,036.07
Paid to Date	- $3,167,834.90
Contract Remaining	- $1,313,201.17

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

Attachments:

1. Pay Request #11

City of Clive
Payment Invoice
Alice's road Improvements, Phase 1A

Description	Alice's Road Reconstruction Between Horizon Dr. to Dellwood Dr.
Payment Number	11
Pay Period	03/29/2026 to 05/02/2026
Approval Date	05/14/2026
Prime Contractor	CTI-01 1001 SE 37th St. Grimes, IA 50111
Payment Status	Pending
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					
0020	25-002	CY	829.000	$8.050	$6,673.45
Topsoil, ON-SITE					
0060	25-006	SY	845.000	$1.500	$1,267.50
Subgrade Preparation					
0070	25-007	SY	7,820.000	$8.350	$65,297.00
Subgrade Treatment, Cement Stabilization					
0080	25-008	SY	6,269.000	$11.500	$72,093.50
Subbase, Modified, 6"					
0110	25-011	LF	114.300	$10.100	$1,154.43
Removal of Known Pipe Culvert, RCP, Less Than or Equal to 36"					
0130	25-013	LS	0.250	$5,050.000	$1,262.50
Compaction Testing					
					Project Total: $187,309.58

Line Number	Item	Unit	Current Paid Quantity	Unit Price	Amount
0380	25-038	EACH	14.000	$327.000	$4,578.00
Subdrain, Outlets and Connections, CMP, 6 in					
0880	25-088	LS	0.100	$19,500.000	$1,950.00
TEMPORARY TRAFFIC CONTROL					
0890	25-089	CDAY	31.000	$70.700	$2,191.70
Portable Dynamic Message Sign					
1010	25-101	LF	25.000	$1.500	$37.50
Filter sock, 9"					
1110	25-111	EACH	4.000	$25.250	$101.00
Inlet Protection Device, Drop-in, Maintenance					
1180	25-118	LS	0.100	$26,775.000	$2,677.50
Construction Survey					
1200	25-120	LS	0.300	$3,795.000	$1,138.50
MAINTENANCE OF POSTAL SERVICE					
1210	25-121	LS	0.100	$4,860.000	$486.00
Maintenance of Solid Waste Collection					
1340	25-036	LF	1,700.000	$15.530	$26,401.00
Subdrain, A2000, Type 1, 6 in					
					Section Total: $187,309.58
					Project Total: $187,309.58

Summary

Current Approved Work:	$187,309.58	**Approved Work To Date:**	$3,360,878.84
Current Stockpile Advancement:	$0.00	**Stockpile Advancement To Date:**	$0.00
Current Stockpile Recovery:	$0.00	**Stockpile Recovery To Date:**	$0.00
Current Retainage:	$9,365.48	**Retainage To Date:**	$168,043.94
Current Retainage Released:	$0.00	**Retainage Released To Date:**	$0.00
Current Liquidated Damages:	$0.00	**Liquidated Damages To Date:**	$25,000.00
Current Adjustment:	$0.00	**Adjustments To Date:**	$0.00
Current Payment:	$177,944.10	**Payments To Date:**	$3,167,834.90
Previous Payment:	$89,768.63	**Previous Payments To Date:**	$2,989,890.80

Mayor, City of Clive	**Date**
Project Engineer, Jon Cygan	**Date**
Field Engineer, Tony Clemenson	**Date**
Contractor, Concrete Technologies Inc.	**Date**

Memo

TO: Mayor and Council members
FROM: Alyssa Welling, Administrative Assistant
DATE: May 14, 2026
RE: Approve Pay Request #16 - On Track Construction - Greenbelt Landing Construction Project - $66,918.00

SYNOPSIS:
Staff recommends approval of Pay Request #16 to On Track Construction for the work completed to date on the Greenbelt Landing Project.

Total contract amount: **$1,700,000.00**
Change Order: **$1,254.00**
Total Change Orders to Date: **$139,792.40**
Contract + Change Orders: **$1,839,792.40**
Pay Request #16: **$66,918.00**
Total Requested to Date: **$1,688,290.41**
Remaining contract amount: **$151,501.99**

Attachments:
1. On Track Pay App 16 - April

TO CONTRACTOR:

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

PROJECT:

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

APPLICATION NO: 16
INVOICE NO: 23046-016
PERIOD: 04/01/26 - 04/30/26
PROJECT NO: 23046
CONTRACT NO: SC-004 Clive Greenbelt Landing
CONTRACT DATE: 09/12/2024
CERTIFICATE DATE: 04/30/2026
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		$139,792.40
3.	Contract Sum to date (Line 1 ± 2)		$1,839,792.40
4.	Total completed and stored to date (Column G on detail sheet)		$1,777,147.80
5.	Retainage:		
	a. 5.00% of completed work	$87,718.89	
	b. 5.00% of stored material	$1,138.50	
	Total retainage (Line 5a + 5b or total in column I of detail sheet)		$88,857.39
6.	Total earned less retainage (Line 4 less Line 5 Total)		$1,688,290.41
7.	Less previous certificates for payment (Line 6 from prior certificate)		$1,621,372.41
8.	Current payment due:		$66,918.00
9.	Balance to finish, including retainage (Line 3 less Line 6)		$151,501.99

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner/Client:	$138,538.40	$0.00
Total approved this month:	$1,254.00	$0.00
Totals:	$139,792.40	$0.00
Net change by change orders:	$139,792.40	

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

SUBCONTRACTOR: On Track Construction, LLC

By: _____ Date: _____

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

Bruce Morrow
Digitally signed by Bruce Morrow
DN: E=Bruce.Morrow@smithgroup.com, CN=Bruce Morrow, OU=Users, OU=MD, DC=smithgroup, DC=com
Reason: I am approving this document
Date: 2026.05.04 08:46:41-05'00'

Drew Johnson
Digitally signed by Drew Johnson
DN: C=US, E=drewj@dcigroup-us.com, CN=Drew Johnson
Date: 2026.05.04 13:12:51-05'00'

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

APPLICATION NUMBER: 16
APPLICATION DATE: 04/28/2026
PERIOD: 04/01/26 - 04/30/26

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	$50,000.00	$0.00	$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	$38,000.00	$0.00	$0.00	$38,000.00	100.00%	$0.00	$1,900.00
10	31-310000.000.Subcontract BP #31 - Earthwork - Demolition/Grading/Utilities/Erosion Control	Earthwork - Cut & Fill	$76,000.00	$72,200.00	$0.00	$0.00	$72,200.00	95.00%	$3,800.00	$3,610.00

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	$52,250.00	$1,650.00	$0.00	$53,900.00	98.00%	$1,100.00	$2,695.00
13	31-310000.000.Subcontract BP #31 - Earthwork - Demolition/Grading/Utilities/Erosion Control	Earthwork - 12" Prep for Paving	$29,000.00	$27,550.00	$0.00	$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	$63,650.00	$0.00	$0.00	$63,650.00	95.00%	$3,350.00	$3,182.50
15	31-310000.000.Subcontract BP #31 - Earthwork - Demolition/Grading/Utilities/Erosion Control	Earthwork - Erosion Stone & Rip Rap	$168,000.00	$159,594.40	$5,040.00	$0.00	$164,634.40	98.00%	$3,365.60	$8,231.72
16	31-310000.000.Subcontract BP #31 - Earthwork - Demolition/Grading/Utilities/Erosion Control	Earthwork - Vegetated Geogrid w/ Soil	$85,000.00	$63,750.00	$17,000.00	$0.00	$80,750.00	95.00%	$4,250.00	$4,037.50
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	$18,000.00	$10,800.00	$0.00	$28,800.00	80.00%	$7,200.00	$1,440.00
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	$149,000.00	$0.00	$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	$63,325.00	$0.00	$0.00	$63,325.00	85.00%	$11,175.00	$3,166.25
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	$46,750.00	$2,750.00	$0.00	$49,500.00	90.00%	$5,500.00	$2,475.00
28	31-310000.000.Subcontract BP #31 - Earthwork - Demolition/Grading/Utilities/Erosion Control	Seeding & EC - TRM Matting	$15,000.00	$0.00	$3,000.00	$0.00	$3,000.00	20.00%	$12,000.00	$150.00
29	31-310000.000.Subcontract BP #31 - Earthwork - Demolition/Grading/Utilities/Erosion Control	Seeding & EC - Live Stakes	$33,000.00	$0.00	$29,700.00	$0.00	$29,700.00	90.00%	$3,300.00	$1,485.00
30	31-310000.000.Subcontract BP #31 - Earthwork - Demolition/Grading/Utilities/Erosion Control	Seeding & EC - Temp Seeding & Hydromulch	$5,000.00	$4,000.00	$500.00	$0.00	$4,500.00	90.00%	$500.00	$225.00
		TOTALS:	**$1,700,000.00**	**$1,545,399.40**	**$70,440.00**	**$22,770.00**	**$1,638,609.40**	**96.39%**	**$61,390.60**	**$81,930.47**

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	$88,310.75	$0.00	$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 Grate 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
36	**CCO #007 On Track CO #7**								
36.1	**PCO #007 On Track PCO #7**								
36.1.1	31-310000.000.Subcontract BP #31 - Earthwork - Demolition/Grading/Utilities/Erosion Control Tracer Wire Addition To Bioretention Cell Subdrains Due to Electrical Easement	$1,254.00	$0.00	$0.00	$0.00	$0.00	0.00%	$1,254.00	$0.00
	TOTALS:	**$139,792.40**	**$138,538.40**	**$0.00**	**$0.00**	**$138,538.40**	**99.10%**	**$1,254.00**	**$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:	**$1,839,792.40**	**$1,683,937.80**	**$70,440.00**	**$22,770.00**	**$1,777,147.80**	**96.60%**	**$62,644.60**	**$88,857.39**

WAIVER AND RELEASE OF LIEN UPON PROGRESS PAYMENT

The undersigned lienor, in consideration of the sum of $66,918.00, hereby waives and releases its lien and right to claim a lien for labor, service, or materials furnished through April 30, 2026 on the job of City of Clive to the following described property:

Greenbelt Landing Project

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

Dated on April 24th, 2026

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

By: Tracy Rhoads

Sworn to and subscribed before me this 24th day of April, 2026,
By Tracy Rhoads.

Tracy L. Rhoads
Notary Public

Print name: Tracy L. Rhoads

NOTARIAL SEAL IOWA
TRACY L RHOADS
Commission Number 813579
My Commission Expires
Nov. 2, 2027

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: 16
APPLICATION DATE: 30-Apr-26
PERIOD TO: 30-Apr-26

Distribution to:
[ ] OWNER
[ ] ARCHITECT
[x] 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.

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)			$ 1,777,147.80
5. RETAINAGE:			
a. 5 % of Completed Work (Column D + E on G703)	$	88,857.39	
b. _____ % of Stored Material (Column F on G703)	$		
Total Retainage (Lines 5a + 5b or Total in Column I of G703)			$ 88,857.39
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)			$ 1,688,290.41
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)			$ 1,621,372.41
8. CURRENT PAYMENT DUE			$ **66,918.00**
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)			150,247.99

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	

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

CONTRACTOR:

By: _____ Date: 4/25/2026

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 onthe 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.

AIA DOCUMENT G702 · APPLICATION AND CERTIFICATION FOR PAYMENT · 1992 EDITION · AIA · ©1992 THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVE., N.W., WASHINGTON, DC 20006-5292

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

Clive Greenbelt Landing | JOB# 2426CL | APPLICATION DATE: | 4/30/2026 | APPLICATION # | 16

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	$50,000.00			$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	$38,000.00			$38,000.00	100.00%	$0.00	$1,900.00
Earthwork - Cut & Fill	$ 76,000.00	$72,200.00			$72,200.00	95.00%	$3,800.00	$3,610.00
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	$52,250.00	$1,650.00		$53,900.00	98.00%	$1,100.00	$2,695.00
Earthwork - Grade for Trails & Paving	$ 67,000.00	$63,650.00			$63,650.00	95.00%	$3,350.00	$3,182.50
Earthwork - 12" Prep for Paving	$ 29,000.00	$27,550.00			$27,550.00	95.00%	$1,450.00	$1,377.50
Earthwork - Erosion Stone & Rip Rap	$ 168,000.00	$159,594.40	$5,040.00		$164,634.40	98.00%	$3,365.60	$8,231.72
Earthwork - Vegetated Geogrid w/ Soil	$ 85,000.00	$63,750.00	$17,000.00		$80,750.00	95.00%	$4,250.00	$4,037.50
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	$18,000.00	$10,800.00		$28,800.00	80.00%	$7,200.00	$1,440.00
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	$149,000.00			$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	$63,325.00			$63,325.00	85.00%	$11,175.00	$3,166.25
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	$46,750.00	$2,750.00		$49,500.00	90.00%	$5,500.00	$2,475.00
Seeding & EC - TRM Matting	$ 15,000.00		$3,000.00		$3,000.00	20.00%	$12,000.00	$150.00
Seeding & EC - Live Stakes	$ 33,000.00		$29,700.00		$29,700.00	90.00%	$3,300.00	$1,485.00
Seeding & EC - Temp Seeding & Hydromulch	$ 5,000.00	$4,000.00	$500.00		$4,500.00	90.00%	$500.00	$225.00
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	$88,310.75			$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	$1,706,707.80	$70,440.00	$0.00	$1,777,147.80	96.66%	$61,390.60	$88,857.39

Memo

TO: Mayor and Council members
FROM: Alyssa Welling, Administrative Assistant
DATE: May 14, 2026
RE: Approve Pay Request #18 - Air-Con Mechanical Corp. - Greenbelt Landing Construction Project - $18,027.74

SYNOPSIS:
Staff recommends approval of Pay Request #18 to Air-Con Mechanical Corp. for the work completed to date on the Greenbelt Landing Project.

Total contract amount: **$388,703.00**
Change Order: **$18,976.57**
Total Change Orders to Date: **$125,790.66**
Contract + Change Orders: **$514,493.66**
Pay Request #18: **$18,027.74**
Total Requested to Date: **$483,448.94**
Remaining contract amount: **$31,044.72**

Attachments:
1. AirCon Pay App 18 - April

TO CONTRACTOR:

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

PROJECT:

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

APPLICATION NO: 18
INVOICE NO: 23046-018
PERIOD: 04/01/26 - 04/30/26
PROJECT NO: 23046
CONTRACT NO: SC-003 Clive Greenbelt Landing
CONTRACT DATE: 09/12/2024
CERTIFICATE DATE: 04/30/2026
SUBMITTED DATE:

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		$125,790.66
3.	Contract Sum to date (Line 1 ± 2)		$514,493.66
4.	Total completed and stored to date (Column G on detail sheet)		$508,893.66
5.	Retainage:		
	a. 5.00% of completed work	$25,444.72	
	b. 0.00% of stored material	$0.00	
	Total retainage (Line 5a + 5b or total in column I of detail sheet)		$25,444.72
6.	Total earned less retainage (Line 4 less Line 5 Total)		$483,448.94
7.	Less previous certificates for payment (Line 6 from prior certificate)		$465,421.20
8.	Current payment due:		$18,027.74
9.	Balance to finish, including retainage (Line 3 less Line 6)		$31,044.72

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner/Client:	$107,040.87	$(226.78)
Total approved this month:	$18,976.57	$0.00
Totals:	$126,017.44	$(226.78)
Net change by change orders:	$125,790.66	

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

SUBCONTRACTOR: Air-Con Mechanical Corp.

By: _____ Date: _____

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

Bruce Morrow
Digitally signed by Bruce Morrow
DN: E=Bruce.Morrow@smithgroup.com, CN=Bruce Morrow, OU=Users, OU=MD, DC=smithgroup, DC=com
Reason: I am approving this document
Date: 2026.05.04 08:40:01-05'00'

Drew Johnson
Digitally signed by Drew Johnson
DN: C=US, E=drewj@dcigroup-us.com, CN=Drew Johnson
Date: 2026.05.04 13:12:29-05'00'

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

APPLICATION NUMBER: 18
APPLICATION DATE: 04/28/2026
PERIOD: 04/01/26 - 04/30/26

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	26-260000.000.Subcontract BP #26 - Electrical	Mobilization	$2,500.00	$2,500.00	$0.00	$0.00	$2,500.00	100.00%	$0.00	$125.00
2	26-260000.000.Subcontract BP #26 - Electrical	Gear/Feeders	$40,000.00	$40,000.00	$0.00	$0.00	$40,000.00	100.00%	$0.00	$2,000.00
3	26-260000.000.Subcontract BP #26 - Electrical	Lighting	$112,000.00	$106,400.00	$0.00	$0.00	$106,400.00	95.00%	$5,600.00	$5,320.00
4	26-260000.000.Subcontract BP #26 - Electrical	Lighting Controls	$9,800.00	$9,800.00	$0.00	$0.00	$9,800.00	100.00%	$0.00	$490.00
5	26-260000.000.Subcontract BP #26 - Electrical	Power	$73,000.00	$73,000.00	$0.00	$0.00	$73,000.00	100.00%	$0.00	$3,650.00
6	26-260000.000.Subcontract BP #26 - Electrical	Data	$20,000.00	$20,000.00	$0.00	$0.00	$20,000.00	100.00%	$0.00	$1,000.00
7	26-260000.000.Subcontract BP #26 - Electrical	Fire Alarm	$9,500.00	$9,500.00	$0.00	$0.00	$9,500.00	100.00%	$0.00	$475.00
8	26-260000.000.Subcontract BP #26 - Electrical	Site Lighting	$58,703.00	$58,703.00	$0.00	$0.00	$58,703.00	100.00%	$0.00	$2,935.16
9	26-260000.000.Subcontract BP #26 - Electrical	Underground	$24,313.00	$24,313.00	$0.00	$0.00	$24,313.00	100.00%	$0.00	$1,215.67
10	26-260000.000.Subcontract BP #26 - Electrical	Bonds	$3,887.00	$3,887.00	$0.00	$0.00	$3,887.00	100.00%	$0.00	$194.35
11	26-260000.000.Subcontract BP #26 - Electrical	Engineering	$5,000.00	$5,000.00	$0.00	$0.00	$5,000.00	100.00%	$0.00	$250.00
12	26-260000.000.Subcontract BP #26 - Electrical	Concrete Bases	$30,000.00	$30,000.00	$0.00	$0.00	$30,000.00	100.00%	$0.00	$1,500.00
		TOTALS:	**$388,703.00**	**$383,103.00**	**$0.00**	**$0.00**	**$383,103.00**	**98.56%**	**$5,600.00**	**$19,155.18**

Change Orders

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

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	APPROVED WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
13.1	**PCO #001 CE #007 - PVC Conduit Replacem**								
13.1.1	26-260000.000.Subcontract BP #26 - Electrical PVC Conduit Replacement	$9,635.25	$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	$7,618.75	$0.00	$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								
21	**CCO #009 Air-Con CO #9**								
21.1	**PCO #009 Air-Con PCO #9**								
21.1.1	26-260000.000.Subcontract BP #26 - Electrical RFI #154 Fiber Ground Box and Conduit	$1,226.30	$0.00	$1,226.30	$0.00	$1,226.30	100.00%	$0.00	$61.32
21.1.2	26-260000.000.Subcontract BP #26 - Electrical RFI #136 Radiant Heater Dimmer Controllers	$591.93	$0.00	$591.93	$0.00	$591.93	100.00%	$0.00	$29.60
21.1.3	26-260000.000.Subcontract BP #26 - Electrical RFI #161 L16 Lighting Brackets	$218.24	$0.00	$218.24	$0.00	$218.24	100.00%	$0.00	$10.91
21.1.4	26-260000.000.Subcontract BP #26 - Electrical Low Voltage Controller Add	$1,273.24	$0.00	$1,273.24	$0.00	$1,273.24	100.00%	$0.00	$63.66
21.1.5	26-260000.000.Subcontract BP #26 - Electrical Fiber & Electrical Conduit Repairs	$15,666.86	$0.00	$15,666.86	$0.00	$15,666.86	100.00%	$0.00	$783.34
	TOTALS:	**$125,790.66**	**$106,814.09**	**$18,976.57**	**$0.00**	**$125,790.66**	**100.00%**	**$0.00**	**$6,289.54**

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:	**$514,493.66**	**$489,917.09**	**$18,976.57**	**$0.00**	**$508,893.66**	**98.91%**	**$5,600.00**	**$25,444.72**

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 (X) 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:

(X) **CONDITIONAL** Release: This waiver and release is contingent upon receipt of payment and final bank clearance of said remittance in the amount of $18,027.74 (Draw #18) . 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.

Doug K — Signature

Doug Ketcham — Print Name

Project Manager — Title

April 24, 2026 — Date

Memo

TO: Mayor and Council members
FROM: Alyssa Welling, Administrative Assistant
DATE: May 14, 2026
RE: Approve Pay Request #19 - Central Iowa Mechanical - Greenbelt Landing Construction Project - $4,293.70

SYNOPSIS:
Staff recommends approval of Pay Request #19 to Central Iowa Mechanical for the work completed to date on the Greenbelt Landing Project.

Original contract amount: **$259,869.00**
Change Order: **$4,519.55**
Total Change Orders to Date: **$41,618.83**
Contract + Change Orders: **$301,487.83**
Pay Request #19: **$4,293.70**
Total Requested to Date: **$286,413.43**
Remaining contract amount: **$15,074.40**

Attachments:
1. CIM Pay App 19 - April

TO CONTRACTOR:

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

PROJECT:

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

APPLICATION NO: 19
INVOICE NO: 23046-019
PERIOD: 04/01/26 - 04/30/26
PROJECT NO: 23046
CONTRACT NO: SC-001 Clive Greenbelt Landing
CONTRACT DATE: 09/12/2024
CERTIFICATE DATE: 04/30/2026
SUBMITTED DATE:

FROM SUBCONTRACTOR:

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

SUBCONTRACT FOR: Central Iowa Mechanical - BP 22

SUBCONTRACTOR'S APPLICATION FOR PAYMENT

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

1.	Original Contract Sum		$259,869.00
2.	Net change by change orders		$41,618.83
3.	Contract Sum to date (Line 1 ± 2)		$301,487.83
4.	Total completed and stored to date (Column G on detail sheet)		$301,487.83
5.	Retainage:		
	a. 5.00% of completed work	$15,074.40	
	b. 0.00% of stored material	$0.00	
	Total retainage (Line 5a + 5b or total in column I of detail sheet)		$15,074.40
6.	Total earned less retainage (Line 4 less Line 5 Total)		$286,413.43
7.	Less previous certificates for payment (Line 6 from prior certificate)		$282,119.73
8.	Current payment due:		$4,293.70
9.	Balance to finish, including retainage (Line 3 less Line 6)		$15,074.40

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner/Client:	$37,807.69	$(708.41)
Total approved this month:	$4,519.55	$0.00
Totals:	$42,327.24	$(708.41)
Net change by changes orders:	$41,618.83	

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

SUBCONTRACTOR: Central Iowa Mechanical

By: _____ Date: _____

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

Bruce Morrow
Digitally signed by Bruce Morrow
DN: E=Bruce.Morrow@smithgroup.com, CN=Bruce Morrow, OU=Users, OU=MD, DC=smithgroup, DC=com
Reason: I am approving this document
Date: 2026.05.04 08:42:15-05'00'

Drew Johnson
Digitally signed by Drew Johnson
DN: C=US, E=drewj@dcigroup-us.com, CN=Drew Johnson
Date: 2026.05.04 13:11:39-05'00'

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

APPLICATION NUMBER: 19
APPLICATION DATE: 04/28/2026
PERIOD: 04/01/26 - 04/30/26

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	$0.14	$0.00	$90,915.00	100.00%	$0.00	$4,545.76
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	$3,045.00	$0.00	$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	$3,940.00	$0.00	$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	$2,287.00	$0.00	$0.00	$2,287.00	100.00%	$0.00	$114.35
		TOTALS:	**$259,869.00**	**$259,868.86**	**$0.14**	**$0.00**	**$259,869.00**	**100.00%**	**$0.00**	**$12,993.47**

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	$17,058.78	$0.00	$0.00	$17,058.78	100.00%	$0.00	$852.93
21	**CCO #007 CIM CO#7**								
21.1	**PCO #007 CIM Change Order #7**								
21.1.1	22-220000.000.Subcontract BP #22 Mechanical RFI #141 Kitchen Floor Drain	$1,401.40	$0.00	$1,401.40	$0.00	$1,401.40	100.00%	$0.00	$70.07
21.1.2	22-220000.000.Subcontract BP #22 Mechanical RFI #136 Radiant Heater Dimmer Controllers	$3,118.15	$0.00	$3,118.15	$0.00	$3,118.15	100.00%	$0.00	$155.91
	TOTALS:	**$41,618.83**	**$37,099.28**	**$4,519.55**	**$0.00**	**$41,618.83**	**100.00%**	**$0.00**	**$2,080.93**

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:	$301,487.83	$296,968.14	$4,519.69	$0.00	$301,487.83	100.00%	$0.00	$15,074.40

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 **$4,293.70** 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 **April 2026**

James Keller
Vice President

Central Iowa Mechanical

CORY MANSER
Notarial Seal - Iowa
Commission Number 829209
My Commission Expires Dec 30, 2026

Notary:

Memo

TO: Mayor and Council members
FROM: Alyssa Welling, Administrative Assistant
DATE: May 14, 2026
RE: Approve Pay Request #19 - Keystone Construction - Greenbelt Landing Construction Project - $12,776.93

SYNOPSIS:
Staff recommends approval of Pay Request #19 to Keystone Construction for the work completed to date on the Greenbelt Landing Project.

Original contract amount: **$2,518,000.00**
Total Change Orders to Date: **$209,295.11**
Contract + Change Orders: **$2,727,295.11**
Pay Request #19: **$12,776.93**
Total Requested to Date: **$2,523,271.08**
Remaining contract amount: **$204,024.03**

Attachments:
1. Keystone Pay App 19 - April

TO CONTRACTOR:

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

PROJECT:

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

APPLICATION NO: 19
INVOICE NO: 23046-019
PERIOD: 04/01/26 - 04/30/26
PROJECT NO: 23046
CONTRACT NO: SC-002 Clive Greenbelt Landing
CONTRACT DATE: 09/26/2024
CERTIFICATE DATE: 05/04/2026
SUBMITTED DATE: 04/27/2026

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		$209,295.11
3.	Contract Sum to date (Line 1 ± 2)		$2,727,295.11
4.	Total completed and stored to date (Column G on detail sheet)		$2,656,074.86
5.	Retainage:		
	a. 5.00% of completed work	$117,392.74	
	b. 5.00% of stored material	$15,411.04	
	Total retainage (Line 5a + 5b or total in column I of detail sheet)		$132,803.78
6.	Total earned less retainage (Line 4 less Line 5 Total)		$2,523,271.08
7.	Less previous certificates for payment (Line 6 from prior certificate)		$2,510,494.15
8.	Current payment due:		$12,776.93
9.	Balance to finish, including retainage (Line 3 less Line 6)		$204,024.03

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner/Client:	$210,679.36	$(4,542.72)
Total approved this month:	$3,158.47	$0.00
Totals:	$213,837.83	$(4,542.72)
Net change by change orders:	$209,295.11	

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

SUBCONTRACTOR: Keystone Construction Services LLC

By: _____ Date: _____

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

Bruce Morrow
Digitally signed by Bruce Morrow
DN: E=Bruce.Morrow@smithgroup.com, CN=Bruce Morrow, OU=Users, OU=MD, DC=smithgroup, DC=com
Reason: I am approving this document
Date: 2026.05.06 14:24:23-05'00'

Drew Johnson
Digitally signed by Drew Johnson
DN: C=US, E=drewj@dcigroup-us.com, CN=Drew Johnson
Date: 2026.05.06 14:51:00-05'00'

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

APPLICATION NUMBER: 19
APPLICATION DATE: 04/28/2026
PERIOD: 04/01/26 - 04/30/26

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	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	$49,682.19	$0.00	$0.00	$49,682.19	100.00%	$0.00	$2,484.11
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	$22,875.00	$0.00	$0.00	$22,875.00	100.00%	$0.00	$1,143.76
14	6-60500.000.Subcontract BP# 6 General	Thermoplastic Membrane Roofing	$17,579.00	$11,332.00	$6,247.00	$0.00	$17,579.00	100.00%	$0.00	$878.95
15	6-60500.000.Subcontract BP# 6 General	Joint Sealants	$1,500.00	$1,500.00	$0.00	$0.00	$1,500.00	100.00%	$0.00	$75.00
16	6-60500.000.Subcontract BP# 6 General	Hollow Metal Doors and Frames	$32,508.95	$1,902.95	$0.00	$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	$57,737.77	$0.00	$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	$106,080.00	$0.00	$111,550.00	$217,630.00	100.00%	$0.00	$10,881.50
19	6-60500.000.Subcontract BP# 6 General	Tiling	$97,740.00	$97,740.00	$0.00	$0.00	$97,740.00	100.00%	$0.00	$4,887.00
20	6-60500.000.Subcontract BP# 6 General	Resilient Flooring	$600.00	$600.00	$0.00	$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	$2,025.00	$0.00	$40,500.00	100.00%	$0.00	$2,025.00
22	6-60500.000.Subcontract	Dimensional Letter Signage	$3,898.00	$3,898.00	$0.00	$0.00	$3,898.00	100.00%	$0.00	$194.90

A		B	C	D	E	F	G		H	I
ITEM NO.	BUDGET CODE	DESCRIPTION OF WORK	SCHEDULED VALUE	APPROVED WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
				FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
	BP# 6 General									
23	6-60500.000.Subcontract BP# 6 General	Specialties	$4,416.19	$4,416.19	$0.00	$0.00	$4,416.19	100.00%	$0.00	$220.81
24	6-60500.000.Subcontract BP# 6 General	Toilet Compartments	$6,618.00	$6,618.00	$0.00	$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	$322.00	$0.00	$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	$4,422.00	$0.00	$0.00	$4,422.00	100.00%	$0.00	$221.10
30	6-60500.000.Subcontract BP# 6 General	Projectors	$10,565.00	$10,565.00	$0.00	$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**	**$2,158,161.09**	**$8,272.00**	**$308,120.73**	**$2,474,553.82**	**98.27%**	**$43,446.18**	**$123,727.74**

Change Orders

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	APPROVED WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
35	**CCO #001 Keystone Change Order #001**								
35.1	**PCO #001 Keystone Change Order #01**								
35.1.1	6-60500.000.Subcontract BP# 6 General	$6,313.04	$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	$4,993.33	$0.00	$8,322.21	75.00%	$2,774.07	$416.11
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	$17,284.80	$0.00	$0.00	$17,284.80	100.00%	$0.00	$864.24
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	$92,907.98	$0.00	$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	$987.27	$0.00	$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	$5,164.07	$0.00	$0.00	$5,164.07	100.00%	$0.00	$258.20
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
43	**CCO #009 Keystone Change Order #009**								
43.1	**PCO #009 CO#9**								

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					
43.1.1	6-60500.000.Subcontract BP# 6 General RFI #102 Rooftop Equipment Painting	$1,419.60	$0.00	$1,419.60	$0.00	$1,419.60	100.00%	$0.00	$70.98
43.1.2	6-60500.000.Subcontract BP# 6 General ASI #09 - Patio Paving And Tile Layout	$(4,542.72)	$0.00	$(4,542.72)	$0.00	$(4,542.72)	100.00%	$0.00	$(227.14)
43.1.3	6-60500.000.Subcontract BP# 6 General RFI #137 Attic Door	$148.72	$0.00	$148.72	$0.00	$148.72	100.00%	$0.00	$7.44
44	**CCO #010 Keystone Change Order #10**								
44.1	**PCO #010 Keystone PCO #10**								
44.1.1	6-60500.000.Subcontract BP# 6 General Fascia Sheet Metal Addition @ Community Building	$1,370.46	$0.00	$1,370.46	$0.00	$1,370.46	100.00%	$0.00	$68.52
44.1.2	6-60500.000.Subcontract BP# 6 General RFI #141 Kitchen Exposed Water Line	$1,425.36	$0.00	$1,425.36	$0.00	$1,425.36	100.00%	$0.00	$71.27
44.1.3	6-60500.000.Subcontract BP# 6 General Construction Bulletin #8 - Shelf in Women's Restroom	$362.65	$0.00	$362.65	$0.00	$362.65	100.00%	$0.00	$18.13
	TOTALS:	**$209,295.11**	**$176,243.64**	**$5,177.40**	**$100.00**	**$181,521.04**	**86.73%**	**$27,774.07**	**$9,076.04**

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:	**$2,727,295.11**	**$2,334,404.73**	**$13,449.40**	**$308,220.73**	**$2,656,074.86**	**97.39%**	**$71,220.25**	**$132,803.78**

CONDITIONAL LIEN WAIVER AND RELEASE UPON PROGRESS PAYMENT

KNOW ALL MEN BY THESE PRESENTS:

Upon receiving progress payment in the sum of **$13,449.40** for the job City of Clive Greenbelt Landing, receipt of which is hereby acknowledged, hereby waives, releases, satisfies all lien rights, claims or demands of any kind whatsoever, against the City of Clive, its successors and assigns, which the undersigned now has. This release covers a progress payment for labor, services, equipment or materials furnished to the City of Clive through **April 30, 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: **April 30, 2026**

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

By: **Justin Menke**

Title: **President**

Signature: _____

Memo

TO: Mayor and Council members
FROM: Jeff May, Public Works Director
DATE: May 14, 2026
RE: Approve Pay Request #24 - Snyder & Associates - Alice's Road Reconstruction - Phase 1 - Design - $67,963.75

SYNOPSIS:
Staff recommends approval of Pay Request #24, in the amount of $67,963.75, 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. 05-14-26 - Pay Request #24 - Alice's Road Reconstruction - Phase 1 - Design - Snyder - $67,963.75
2. CL - 05-14-26 - Pay Request #24 - Alice's Road Reconstruction Design-Phase 1 - Snyder & Associates - $67,963.75

SNYDER & ASSOCIATES

IOWA | MISSOURI | NEBRASKA | SOUTH DAKOTA | WISCONSIN

INVOICE FOR PROFESSIONAL SERVICES

April 28, 2026

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

Invoice No: 123.1396.010 - 24

Email jmay@cityofclive.com

Project **123.1396.010** **Alice's Road Reconstruction- Phase 1**

Professional Services through March 31, 2026

Division 1
(50% Waukee / 50% Clive)

		Hours	Rate	Amount	
Sr. Engineer		4.00	216.00	864.00	
Engineer VIII		5.00	198.00	990.00	
Administrative II		1.50	77.00	115.50	
	Total Services	10.50		1,969.50	
	Total Services				**1,969.50**
Plan Distribution				1,738.00	
	Total Expenses				**1,738.00**

Billing Limits	**Current**	**Prior**	**To-Date**
Total Billings	3,707.50	933,526.31	937,233.81
Limit			991,900.00
Remaining			54,666.19

Phase Subtotal **$3,707.50**

	Total	**Prior**	**Current**
Billings to Date	**937,233.81**	**933,526.31**	**3,707.50**

Division 2
(15% Waukee / 85% Clive)

Stantec				
3/31/2026	Stantec	Services through 03/06/2026	1,295.50	
3/31/2026	Stantec	Services through 03/06/2026	583.00	
	Total Consultants			**1,878.50**

Billing Limits	**Current**	**Prior**	**To-Date**	
Total Billings	1,878.50	378,500.00	380,378.50	
Limit			378,500.00	
Adjustment				**-1,878.50**

Phase Subtotal **0.00**

	Total	Prior	Current
Billings to Date	**378,500.00**	**378,500.00**	**0.00**

Division 3
(0% Waukee / 100% Clive)

	Hours	Rate	Amount	
Principal Environmental Scientist I	.50	237.00	118.50	
Sr. Engineer	38.25	216.00	8,262.00	
Land Surveyor VIII	3.00	198.00	594.00	
Engineer VIII	87.00	198.00	17,226.00	
Project Manager VII	1.00	187.00	187.00	
Engineer VII	2.50	187.00	467.50	
Engineer IV	8.50	153.00	1,300.50	
Engineer III	130.50	141.00	18,400.50	
Right-of-Way Agent III	22.00	141.00	3,102.00	
Sr. Technician	47.50	144.00	6,840.00	
Technician VII	23.75	124.00	2,945.00	
Technician VI	17.25	111.00	1,914.75	
Administrative II	3.25	77.00	250.25	
Total Services	385.00		61,608.00	
Total Services				**61,608.00**

Iowa Title Company-				
3/23/2026	Iowa Title Company-	Report of Liens/Title Certificate	175.00	
Stantec				
3/31/2026	Stantec	Services through 03/06/2026	2,379.00	
	Total Consultants			**2,554.00**

Employee Mileage		94.25	
Total Expenses			**94.25**

Billing Limits	**Current**	**Prior**	**To-Date**
Total Billings	64,256.25	909,872.28	974,128.53
Limit			1,071,500.00
Remaining			97,371.47

Phase Subtotal **$64,256.25**

	Total	Prior	Current
Billings to Date	**974,128.53**	**909,872.28**	**64,256.25**

Amount Due this Invoice **$67,963.75**

	Total	Prior	Current
Billings to Date	**2,289,862.34**	**2,221,898.59**	**67,963.75**

Thank you. We appreciate the opportunity to serve you.

Accounts Receivable Inquiry: ar@snyder-associates.com

Project Manager: Nathan Carhoff

April 28, 2026

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

RE: INVOICE NO. 24
ALICE'S ROAD RECONSTRUCTION
NE HORIZON DRIVE TO MEREDITH DRIVE
PROJECT #123.1396

Dear Jeff:

The attached invoice covers work on the project through March 2026. Work during this period included Phase 1B preconstruction meeting assistance, preliminary design and 3D modeling for stormwater management infrastructure (Verona Hills Basin), and ongoing utility coordination. However, most of our work has focused on advancing preliminary design for the Phase 3 and Phase 4 project area, including storm sewer, sanitary sewer, roundabout, structural design, and preliminary construction drawings.

Right-of-way acquisitions in Phase 1B are now complete. Phase 3, and Phase 4 areas are ongoing. Coordination with Iowa DOT is nearly complete for the countersigned categorical exclusion documentation. An amendment for final design of the Phase 4 area has been submitted for approval.

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

Sincerely,

SNYDER & ASSOCIATES, INC.

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
Invoice #23	$3,491.40	$1,745.70	$1,745.70	$0.00	$0.00	$0.00	$56,750.55	$56,750.55	-	$60,241.95	$58,496.25	$1,745.70
Invoice #24	$3,707.50	$1,853.75	$1,853.75	$0.00	$0.00	$0.00	$64,256.25	$64,256.25	-	$67,963.75	$66,110.00	$1,853.75
Total Billed to Date	$ 937,233.81	$ 468,616.94	$ 468,616.87	$ 378,500.00	$ 321,725.01	$ 56,774.99	$ 974,128.53	$ 974,128.53	-	$2,289,862.34	$ 1,764,470.48	$ 525,391.86
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: May 14, 2026

RE: Approve Pay Request #24 – Alice's Road Reconstruction - Phase 1- Design – Snyder & Associates - $67,963.75

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 Alices Road. Clive is responsible for 75% of the intersection, the improvements west of Alice's Road, that are not Waukee's responsibility and 100% of the improvements east of Alice's Road. The division of responsibility for Phase 2 will be determined as the project design progresses.

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

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

The 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 #24 in the amount of $67,963.75, to Snyder & Associates, for professional services completed on the design for the Alice's Road Reconstruction – Phase 1 – Design.

Pay Request Summary

	Clive	Waukee	Total
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
Pay Request #23 (04/09/26)	$ 1,745.70	$ 1,745.70	$ 3,491.40
Pay Request #24 (05/14/26)	$ 1,853.75	$ 1,853.75	$ 3,707.50
Amount Requested to Date – Division 1	$ 468,616.91	$ 468,616.90	$ 937,233.81
Amount paid previously – Division 1	$ 466,763.16	$ 466,763.15	$ 933,526.31
Amount due this pay request – Division 1	$ 1,853.75	$ 1,853.75	$ 3,707.50
Amount remaining - Division 1	$ 27,333.09	$ 27,333.10	$ 54,666.19

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
Pay Request #23 (04/09/26)	$ 0.00	$ 0.00	$ 0.00
Pay Request #24 (05/14/26)	$ 0.00	$ 0.00	$ 0.00
Total Requested to Date – Division 2	$ 321,725.01	$ 56,775.99	$ 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
Pay Request #23 (04/09/26)	$ 56,750.55	$ 0.00	$ 56,750.55
Pay Request #24 (05/14/26)	$ 64,256.25	$ 0.00	$ 64,256.25
Total Requested to Date – Division 3	$ 974,128.53	$ 0.00	$ 974,128.53
Amount paid previously – Division 3	$ 909,872.28	$ 0.00	$ 909,872.28
Amount due this pay request – Division 3	$ 64,256.25	$ 0.00	$ 64,256.25
Amount remaining - Division 3	$ 97,371.47	$ 0.00	$ 97,371.47

Total Amount Requested to Date	**$ 1,764,470.45**	**$ 525,391.89**	**$ 2,289,862.34**
Total Amount Paid Previously	**$ 1,698,360.45**	**$ 523,538.14**	**$ 2,221,898.59**
Total Amount due this pay request	**$ 66,110.00**	**$ 1,853.75**	**$ 67,963.75**
Total Amount Remaining on Contract	**$ 124,704.55**	**$ 27,333.11**	**$ 152,037.66**

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: Chris Saltmarsh, Traffic/Locate Supervisor
DATE: May 14, 2026
RE: Approve Purchase - Networks Inc - Aruba Traffic Fiber Switches - Public Works - $63,850.92.

SYNOPSIS:
The 25-26 (CIP) includes $64,000 for the purchase of new fiber network switches for the Traffic System Network.

The existing network switches supporting the traffic system are nearing the end of life and no longer provide the performance or capacity needed for current operations. As the City expands its traffic network with additional cameras and new intersections, the demand for bandwidth and reliability has significantly increased. Replacing the switches will ensure sufficient capacity, improved system performance, and a more stable infrastructure to support current needs and future growth.

Staff worked with IT to select the switches for traffic network. These switches are the ones recommended by IT.

Staff recommends your approval of the purchase of the traffic fiber switches from Network Inc. in the amount of $63,850.92.

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

Attachments:
1. Clive Traffic Switches

Phone: 515-221-1290 Email: devin@networks-inc.com Web: https://networks-inc.com/

We have prepared a quote for you

Traffic Switches - HPE CX4100i 24-Port, 5Yr Warranty + Transceivers

Quote # 007434
Version 1

Prepared for:

City of Clive

Prepared by:

Devin Fischer

2255 73rd Street Windsor Heights, IA 50324

Products

Description		Price	Qty	Ext. Price
JL818A#ABA 	**Aruba CX 4100i Switch Series - 4 GB DDR3 - 32 GB eMMC Dual Core ARM Cortex A9 1016 MHz - 4x ports 100M/1G BaseT Class 6 PoE ports supporting up to 60W per port 20x ports 100M/1G BaseT Class 4 PoE ports supporting up to 30W per port 4x 1G/10G SFP ports 1x**	$4,310.13	12	$51,721.56
JL781A 	**Transceiver - 1Gbps - Gigabit Ethernet - Wired - SFP - 10Km**	$505.39	24	$12,129.36
			Subtotal:	$63,850.92

Traffic Switches - HPE CX4100i 24-Port, 5Yr Warranty + Transceivers

Prepared by:

NetWorks, Inc.
Devin Fischer
Fax 515-221-0175
devin@networks-inc.com

Bill To:

City of Clive
1900 NW 114th Street
Clive, IA 50325
Dennis Harken
(515) 867-5086
dharken@cityofclive.com

Ship To:

City of Clive
1900 NW 114th Street
Clive, IA 50325
Dennis Harken
(515) 867-5086
dharken@cityofclive.com

Quote Information:

Quote #: 007434
Version: 1
Delivery Date: 04/24/2026
Expiration Date: 05/22/2026

Quote Summary	Amount
Products	$63,850.92
Total:	$63,850.92

NETWORKS INC DISCLAIMER
These prices do NOT include applicable taxes, shipping, delivery, labor, project time or cabling service fees unless specifically listed above.

Labor Estimates: A labor estimate is an approximation, a projection of a quantity based on experience and information available at the time of the estimate. Please understand that the recognition of other pertinent facts maybe unclear or unknown at the time the labor estimate is given. The Labor Estimate represented above is to be used as an estimate for the project discussed. The above Estimate does in no way constitute a warranty of a final cost. Estimates are subject to change if project specifications are changed.

Pricing and/or availability is subject to change without notice. All product, pricing, and other information is valid for U.S. customers and U.S. addresses only and is based on the latest information available and may be subject to change.
NetWorks Inc reserves the right to cancel quotes and orders arising from pricing or other errors.

For rush overnight order requests, please notify the Networks Sales Team by 1:00 (CST) to better guarantee overnight delivery.

Credit Card transactions will incur a 4% processing fee.

Returns: Up to a 30% restocking fee may apply to all unopened product returns; no return is allowed on opened items unless agreed-to in writing by NetWorks, Inc.

NetWorks, Inc.

Signature: _____

Name: Devin Fischer

Title: _____

Date: 04/24/2026

City of Clive

Signature: _____

Name: _____

Date: _____

NetWorks Inc.
2255 73rd St.
Windsor Heights
Iowa 50324
Tel 515.221.1290
Fax 515.221.0175
www.networks-inc.com

TERMS AND CONDITION OF SALE

All quotations and sales by NetWorks, Inc. hereinafter referred to as NetWorks are subject to these terms and conditions. These terms and conditions supercede any prior or contemporaneous agreements or representations, written or oral. Any amendment of these terms and conditions must be in writing and signed by NetWorks to be binding on NetWorks.

1. Except as otherwise set forth on the front of a NetWorks invoice or acknowledgment, terms of payment are NET 30 days from the invoice date. NetWorks reserves the right to modify terms prior to shipment, require payment in advance, or delay or cancel any shipment or order by reason of customer's creditworthiness or should customer fail to fulfill any obligation when due.

2. The BUYER agrees to pay the total purchase price as specified on the front of this invoice. In addition, the BUYER agrees to pay any sales or other taxes levied on or measured by such purchase price, or arising from the use of the product(s) and any parts of maintenance supplied, including without any limitation, any additional sales, use, gross receipts, privilege, excise and personal property taxes unless specified in writing on this document.

3. The BUYER will be charged $25.00 for each NSF or canceled check.

4. In the absence of a prior agreement as to shipping, NetWorks may select a carrier. NetWorks' responsibility for any loss or damage ends and title passes when products are delivered to the carrier, to customer or to customer's agent, whichever occurs first. All products and the components and materials utilized in any assembled or customized products, are covered by and subject to the terms, conditions, and limitations of the manufacturer's standard warranty, which warranty is expressly in lieu of any other warranty, express or implied, of or by NetWorks or the manufacturer. Customer's exclusive remedy, if any, under these warranties is limited, at NetWorks' election, to any one of (a) refund of customer's purchase price, (b) repair by Networks or the manufacturer of any products found to be defective, or (c) replacement of any such product. Customer acknowledges that except as specifically set forth or referenced in this paragraph, THERE ARE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND (INCLUDING, WITHOUT LIMITATION, IN ADVERTISING MATERIALS, BROCHURES, OR OTHER DESCRIPTIVE LITERATURE) BY NETWORKS OR ANY OTHER PERSON, EXPRESS OR IMPLIED, AS TO THE CONDITION OR PERFORMANCE OF ANY PRODUCTS, THEIR MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, OR OTHERWISE. NETWORKS ASSUMES NO RESPONSIBILITY OR LIABILITY WHATSOEVER FOR MANUFACTURER'S PRODUCT SPECIFICATIONS OR THE PERFORMANCE OR ADEQUACY OF ANY DESIGN OR SPECIFICATION PROVIDED TO NETWORKS BY OR ON BEHALF OF THE CUSTOMER.

5. Delivery times are estimates only and NetWorks will not be liable for any failure or delay in its performance or delivery or shipment of products, or for any damages suffered by customer by reason of such failure or delay, when such failure or delay is caused by, or arises in connection with, any fire, flood, accident, riot, earthquake, severe weather, war, governmental interference or embargo, strike, shortage of labor, fuel, power, materials or supplies, delay in delivery by NetWorks' suppliers or any other cause or causes beyond NetWorks' reasonable control. NetWorks' reserves the right to cancel without liability any order, the shipment of which is or may be delayed for more than 30 days by reason of any such cause.

6. Products are deemed accepted by the customer unless customer notified NetWorks in writing within 10 days of delivery of product shortages, damage or defect. No returns may be made for any reason without a Return Authorization Form issued by NetWorks.

7. Except of the warranty coverage referenced in paragraph 3, NEITHER NETWORKS NOR ITS SUPPLIERS WILL HAVE ANY LIABILITY OR OBLIGATION TO CUSTOMER OR ANY OTHER PERSON FOR ANY CLAIM, LOSS, DAMAGE OR EXPENSE CAUSED IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY, BY THE INADEQUACY OF ANY PRODUCTS FOR ANY PURPOSE, BY ANY DEFICIENCY OR DEFECT IN ANY PRODUCT (WHETHER OR NOT COVERED BY ANY WARRANTY), BY THE USE OR PERFORMANCE OF ANY PRODUCTS OR BY ANY FAILURE OR DELAY IN NETWORKS' PERFORMANCE HEREUNDER, OR FOR ANY SPECIAL, DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, HOWEVER CAUSED, INCLUDING, WITHOUT LIMITATION, PERSONAL INJURY OR LOSS OF BUSINESS OR PROFIT, WHETHER OR NOT CUSTOMER WILL HAVE INFORMED NETWORKS OF THE POSSIBILITY OR LIKELIHOOD OF ANY SUCH DAMAGES.

8. Any breach by customer of these terms and conditions, NetWorks will have all rights and remedies of a secured party under applicable law, which rights and remedies will be cumulative and not exclusive. Customer will be responsible for all costs and expenses incurred by NetWorks in collecting any sums owing by customer (which, may include, but are not limited to, collection agency and reasonable attorneys' fees). NetWorks shall have the right to offset any sum owed by NetWorks to Customer against any sum owed by Customer to NetWorks.

9. Customer, by accepting any products, making any payments or ordering any products having previously received these terms and conditions, will be deemed to have assented to these terms and conditions, notwithstanding any terms contained in any prior or later communication from customer and whether or not NetWorks will specifically or expressly object to any of customer's terms. NetWorks' failure to object to any document, communication or act of customer will not be deemed a waiver of any of these terms and conditions. A duly authorized officer of NetWorks must specifically agree to any addition or change to these terms and conditions in writing before becoming binding on NetWorks.

10. Prices are subject to change in response to supplier price increases or if a price has been quoted in error, whereupon, customer may cancel the undelivered portion of any affected order by delivering written notice to NetWorks prior to shipment thereof and within 10 days of its receipt of notice of the price increase.

11. Cancellation of orders will be subject to a restocking fee of 15% of the total order amount, plus any cost of NetWorks labor and any costs incurred by Networks for special order items returned to the manufacturer.

12. Interest charges of 18% per annum (.05% per day) will be charged for past due account balances.

13. NetWorks retains a security interest in all products sold by NetWorks to customer until the purchase price and any other charges due to NetWorks have been paid in full. The rights and obligations of the parties hereto shall be construed and enforced in the state of Iowa and in accordance with the laws of the state of Iowa.

Terms and Conditions are subject to change without notice.

Memo

TO: Mayor and Council members
FROM: Jeff May, Public Works Director
DATE: May 14, 2026
RE: Approve Purchase - Iowa Signal Inc. - DCU Poles - Public Works - $18,830.00

SYNOPSIS:

The City has been having issues with intermittent reading of water meters. As the City has grown to the west, the coverage by the City's DCU's has become an issue. Staff had a coverage study completed, and it was determined that we needed to add two more DCU units to provide the desired coverage and eliminate the intermittent reading issues. The study also identified the best location for the two new DCU units. The addition of the two DCU units will require the installation of two poles to mount the two new DCU units on.

Staff received a quote from Iowa Signal to provide and install two poles, in the amount of $18,830.00. The poles will match the light poles in the area and have a 20-week lead time.

Staff recommends approval of the quote from Iowa Signal to provide and install two poles, in the amount of $18,830.00

Please feel free to contact Jeff May, Public Works Director, prior to the meeting at 223-6231 or jmay@cityofclive.com if you have any questions or concerns.

Attachments:
1. 05-14-26 - Quote - Poles for DCUs - Iowa Signal Inc - $18,830



Iowa Signal Inc.

3711 SE Capitol Circle
Grimes, Ia 50111

Phone # 515-249-5076 wayne@iowasignal.com

Quote

Date	Estimate #
4/13/2026	192

Name / Address
City of Clive 1900 NW 114th Street Clive, IA 50325

Project

Description	Qty	Rate	Total
Quote to install 2 poles for antenna mounting Lump sum does not include conduit	1	18,830.00	18,830.00

Quote is only valid for 30 days.

Total $18,830.00

Signature _____

Memo

TO: Mayor and Council members
FROM: Jeff May, Public Works Director
DATE: May 14, 2026
RE: Approve Purchase - Hubbell-Alcara Technologies LLC - DCUs - Public Works - $25,592.77

SYNOPSIS:

The City has been having issues with intermittent reading of water meters. As the City has grown to the west, the coverage by the City's DCU's has become an issue. Staff had a coverage study completed and it was determined that we needed to add two more DCU units to provide the desired coverage and eliminate the intermittent reading issues. The study also identified the best location for the two new DCU units.

Staff received a quote from Hubbell – Alcara Technologies, LLC to provide and install two new DCU units, in the amount of $25,592.77.

Staff recommends approval of the quote from Hubbell – Aclara Technologies LLC, to provide and install two new DCU units, in the amount of $25,592.77

Please feel free to contact Jeff May, Public Works Director, prior to the meeting at 223-6231 or jmay@cityofclive.com if you have any questions or concerns.

Attachments:
1. 05-14-26 - Quote - DCUs - Hubbell-Aclara Technologies LLC - $25,592.77

Aclara Technologies LLC
77 W Port Plaza
Ste 500
St Louis, MO 63146

QUOTATION
33347665

QUOTE TO: 322337

CITY OF CLIVE
2123 NW 111TH ST
CLIVE IA 50325-3755
USA

SHIP TO: 322337

CITY OF CLIVE
2123 NW 111TH ST
CLIVE IA 50325-3755
USA

INFORMATION:

Quotation Revision:
Quotation Date: 04/23/2026
Quotation Validity: 06/16/2025 to 06/30/2026
Customer Ref: Clive_2 DCUs (Case 195572)
Enduser No.: 2013105
Enduser Name: CLIVE, CITY OF
Project Name: CLIVE_2 DCUS (CASE 195572)

Sales Rep/Agency:
Our Contact: Carmen Tolbert
Tel No.:
Fax No.:
Email:
Customer Contact:
Tel No.:
Fax No.:
Email:

ADDITIONAL INFORMATION:

Payment Terms: Net 30 days
Incoterms: WOB SHIPPING POINT
Currency: USD
Net Weight: 0.00 KG
Gross Weight: 0.00 KG
Misc Info:

Notes:

OUR ITEM	YOUR ITEM	ITEM / DESCRIPTION	QTY	UoM	NET UNIT PRICE	EXTENDED PRICE
10		109-75-03A BANDED POLE DCU MOUNTING KIT 109-9975-03A Package Quantity: 1 Min Ord Qty: 1 **Quote Lead Time:** 2 WEEKS	2	EA	77.7500	155.50
20		109-85S-02 MTG KIT, STAR ANTENNA, BND POL 109-9985-STAR-02 Package Quantity: 1	2	EA	300.8800	601.76

Aclara Technologies LLC
77 W Port Plaza
Ste 500
St Louis, MO 63146

QUOTATION
33347665

OUR ITEM	YOUR ITEM	ITEM / DESCRIPTION	QTY	UoM	NET UNIT PRICE	EXTENDED PRICE
		Min Ord Qty: 1 **Quote Lead Time:** 2 WEEKS				
30		109-85-100W-07-02 MTG KIT,100W,7' CBL, BND LG PL 109-9985-100W-07-02 Package Quantity: 1 Min Ord Qty: 1 **Quote Lead Time:** 2 WEEKS	2	EA	1,013.4100	2,026.82
40		070-2570-15 15' LOW LOSS N-M TO N-M Package Quantity: 1 Min Ord Qty: 1 **Quote Lead Time:** 9 WEEKS	4	EA	104.1000	416.40
50		501-85VS2A1T-GW DCU2+, VER, SOL, 2 ANT,1 T-BD 501-9985LTV-S-2A1T-GW Package Quantity: 1 Min Ord Qty: 1 **Quote Lead Time:** 23 WEEKS	2	EA	7,500.0000	15,000.00
60		098-0051 Split-Bolt Connector - KS17 (101150) Package Quantity: 1 Min Ord Qty: 1 **Quote Lead Time:** 3 WEEKS	8	EA	9.8800	79.04
70		070-3108 8 GA, SOLID CU WIRE, UNINSULAT Package Quantity: 1 Min Ord Qty: 1 **Quote Lead Time:** 3 WEEKS	15	FT	1.5500	23.25
80		NS-LBR-W-RF NS Labor Package Quantity: 1 Min Ord Qty: 1 **Quote Lead Time:** TBD	1	EA	2,790.0000	2,790.00
90		SW-504-0301W Bucket Truck Rental-Water Package Quantity: 1 Min Ord Qty: 1 **Quote Lead Time:** TBD	1	EA	2,100.0000	2,100.00
100		NS-TR-W-RF NS Travel	1	EA	2,400.0000	2,400.00

QUOTATION
33347665

Aclara Technologies LLC
77 W Port Plaza
Ste 500
St Louis, MO 63146

OUR ITEM	YOUR ITEM	ITEM / DESCRIPTION	QTY	UoM	NET UNIT PRICE	EXTENDED PRICE
		Package Quantity: 1 Min Ord Qty: 1				
					Sub-total for Items:	**$ 25,592.77**
					Sales Tax	$ 0.00
					Total:	$ 25,592.77

GENERAL COMMENTS:

Proposed locations and heights:

ABAA
41.62368327
-93.84599594
Antenna Height 30'

ABAB
41.636746
-93.86791195
Antenna Height 30'

All prices on any new, or issued orders, are subject to an increase resulting from any new or increased government imposed tariffs, duties or other charges of any kinds.

TERMS & CONDITIONS:

Unless this quotation ("Quote") is being issued pursuant to an Agreement previously executed by Seller and Buyer and that is still in effect, Buyer agrees to the following: (i) Buyer assents that this Quote shall be solely governed by Seller's terms and conditions of sale located at www.hubbell.com/hubbell/en/terms/hus ("Terms"), which are hereby incorporated by reference as if set forth in full herein; (ii) Buyer has reviewed the Terms and agrees to be bound by those Terms; and (iii) Buyer issuing any Purchase Order for products or work set forth in the Quote constitutes Buyer's irrevocable acceptance of this Quote, including the Terms with the intent to create a binding agreement between Seller and Buyer with the same legal effect, validity, and enforceability of a handwritten signature on a paper. ANY ADDITIONAL OR INCONSISTENT TERMS INCLUDED OR REFERENCED IN A PURCHASE ORDER ISSUED AGAINST THIS QUOTE ARE HEREBY REJECTED UNLESS SPECIFICALLY AGREED TO IN WRITING BY SELLER AND BUYER.

Memo

TO: Mayor and Council members
FROM: Rai Tokuhisa, Water Resource Engineer
DATE: May 14, 2026
RE: Resolution Approving Professional Services Agreement - Snyder and Associates - Little Walnut Creek East of Alice's Road, Letter of Map Change - $33,000.00

SYNOPSIS:
The recent improvements along Little Walnut Creek east of Alice's Road, triggered the need for a Letter of Map Change (LOMR) in the riparian corridor along Little Walnut Creek. This work is required in order to document the changes from the City projects in the area, and submit to FEMA for floodplain mapping purposes. Staff requested and received two proposals.

Snyder and Associates	$33,000
Barr Engineering	$43,000

Staff is recommending approval of the attached Professional Services Agreement in the amount of $33,000.00 with Snyder and Associates for Little Walnut Creek East of Alice's Road, Letter of Map Change in the riparian corridor along Little Walnut Creek.

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

Attachments:
1. Snyder LOMC - Little Walnut Creek - PSA Contract
2. Snyder LOMC - Little Walnut Creek - PSA Resolution

STANDARD PROFESSIONAL SERVICES AGREEMENT

(Short Form)

NOW ON THIS _____ day of _____, 2026, **Snyder & Associates, Inc.,** 2727 SW Snyder Blvd., P.O. Box 1159, Ankeny, IA 50023, (hereinafter, Professional), and The City of Clive, Iowa, 1900 NW 114th Street, Clive, IA 50325 (hereinafter, Client) do hereby agree as follows:

1. **PROJECT:** Professional agrees to provide Professional Services (Services) for Client's project known and identified as: Little Walnut Creek Letter of Map Change (LOMC)
2. **SCOPE AND FEES:** The Scope of and the fees to be paid for said Services are set forth on Exhibit A attached hereto and by this reference made a part of this Agreement. Any Services not shown on Exhibit A shall be considered Additional Services. Additional Services may only be added by written change order, amendment or supplement to this agreement signed by both parties.
3. **TIMELINESS:** Professional will perform its services with reasonable diligence and expediency consistent with sound professional practices and within the time period(s), if any, set forth in Exhibit A.
4. **STANDARD OF CARE:** In providing Services under this Agreement, the Professional shall perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same professional discipline currently practicing under similar circumstances at the same time and in the same or similar locality. Professional makes no warranty, express or implied, as to its professional services rendered under this Agreement. Client shall promptly report to Professional any defects or suspected defects in the Professional's Services of which Client becomes aware. Withholdings, deductions or offsets shall not be made from the Professional's compensation for any reason unless the professional has been found to be legally liable for such amounts by a court of competent jurisdiction.
5. **INVOICE, PAYMENT, INTEREST, SUSPENSION:** Professional shall prepare invoices in accordance with its standard invoicing practices and submit the invoice(s) to Client on a monthly basis. Client agrees to timely pay each invoice within 30 days of the invoice date. Payments not paid within said 30 days shall accrue interest on unpaid balances at the rate of 1.5% per month (or the maximum rate of interest permitted by law, if less) from said 30th day. In addition, Professional may, after giving 7 days written notice to Client, suspend services under this Agreement until Professional has been paid in full for Services, interest, expenses and other related charges rendered, accrued, advanced and/or incurred by Professional to the date of suspension. Client waives any and all claims against Professional arising out of or resulting from said suspension. Payments will be credited first to interest, then to expenses, then to principal.
6. **RELIANCE:** The Client shall furnish, at its expense, all information, requirements, reports, data, surveys and instructions required by this Agreement and Professional may use such furnished information and material in performing its services and is entitled to rely upon the accuracy and completeness thereof. The Professional shall not be held responsible for any errors or omissions that may arise as a result of erroneous or incomplete information provided by the Client and/or the Client's consultants and contractors.
7. **ASSIGNMENT:** Client shall not transfer, sublet or assign any rights or duties under or interest in this Agreement, without the prior written consent of Professional.
8. **OWNERSHIP OF INSTRUMENTS OF SERVICE:** All reports, drawings, specifications, electronic and hard copy files, field data, notes and other documents and instruments prepared by Professional for the Project are acknowledged to be instruments of service and shall remain the property of the Professional. The Professional shall retain all common law, statutory and other reserved rights, including, without limitation, the copyrights thereto. If Professional agrees to allow transfer of its electronic media file(s), Client understands and agrees that as a condition precedent, it will sign the Professional's "Electronic Media Transfer Agreement" form prior to the transfer of an electronic media file.

ADDITIONAL TERMS AND CONDITIONS

9. **MUTUAL INDEMNIFICATION:** The Professional and the Client mutually agree, to the fullest extent permitted by law, to indemnify and hold each other harmless from any and all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising from their own negligent acts, errors or omissions, or willful misconduct in the performance of their services, duties and responsibilities under this Agreement, to the extent that each party is responsible for such damages, liabilities and costs on a comparative basis of fault.
10. **MUTUAL WAIVERS:** Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the Client nor the Professional, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or to this Agreement.
11. **LIMITATION: In allocating the risks of this Project and notwithstanding any other provision of this Agreement, the Client agrees to limit, to the maximum extent permitted by law, the Professional's liability for the Client's damages to the aggregate sum of the Professional's fee for this Project. This limitation shall apply regardless of the cause of action or legal theory pled or asserted.**
12. **DISPUTE RESOLUTION:** Any disputes that arise during the Project or following the completion of the Project will be resolved by representatives from each party who have authority to settle. Those issues not resolved shall be submitted to formal nonbinding mediation prior to submission to a court of competent jurisdiction. Each party shall endeavor to include a similar dispute resolution in all agreements with other consultants, contractors and subcontractors of any tier who are retained for the project so that formal mediation is required as the primary form of dispute resolution.
13. **SEVERABILITY:** If any term or provision of this Agreement is held to be invalid or unenforceable under any applicable statute or rule of law, such holding shall be applied only to the provision so held, and the remainder of this Agreement shall remain in full force and effect.
14. **SURVIVAL:** Notwithstanding completion or termination of this Agreement for any reason, all rights duties and obligations of the parties to this Agreement shall survive such completion or termination and remain in full force and effect until fulfilled.
15. **GOVERNING LAW AND JURISDICTION:** The Client and the Professional agree that this Agreement and any legal actions concerning its validity, interpretation and performance shall be governed by the laws of the State of Iowa, without regard to any conflict of laws provisions, which may apply the laws of other jurisdictions. It is further agreed that any legal action between the Client and the Professional arising out of this Agreement or the performance of the services shall be brought in a court of competent jurisdiction in the State of Iowa.
16. **ATTORNEYS FEES, COSTS:** In the event legal action is necessary to enforce the payment terms of this Agreement, Professional shall be entitled to collect from Client and Client agrees to pay to Professional any judgment or settlement sum(s) due, plus reasonable attorneys' fees, court costs and other expenses incurred by Professional for such collection action and, in addition, the reasonable value of the Professional's time and expenses spent for such collection action, computed according to the Professional's prevailing fee schedule and expense policy.
17. **INCORPORATION BY REFERENCE:** It is understood and agreed that the provisions of the following attached Exhibits are incorporated herein and by this reference made a part of this Agreement:

Exhibit A Scope of Services **Exhibit B Standard Fee Schedule**

Exhibit **Exhibit**

City of Clive **(Client)** **SNYDER & ASSOCIATES, INC. (Professional)**

By: _____ By: _____

(Authorized agent) (Authorized agent)

John Edwards, Mayor _____

(Printed or typed signature) (Printed or typed signature)

Route executed copy to:

EXHIBIT A

LITTLE WALNUT CREEK LOMC – EAST OF ALICE'S ROAD
CLIVE, IOWA

CLIENT: CITY OF CLIVE
PUBLIC WORKS
2123 NW 111TH STREET
CLIVE, IA, 50325
C/O RAI TOKUHISA

PROFESSIONAL: SNYDER & ASSOCIATES, INC.
2727 SW SNYDER BLVD
ANKENY, IOWA 50023

PROJECT: LITTLE WALNUT CREEK LOMC – EAST OF ALICE'S ROAD

DATE: MAY 5, 2026

SCOPE OF SERVICES:

DESCRIPTION:

Hydrologic and hydraulic modeling of Little Walnut Creek within the City limits of Clive was studied in detail by FEMA in 1997 and was reflected on the current (effective) Polk County and Incorporated Areas Flood Insurance Rate Maps, February 1, 2019. With completion of the Little Walnut Creek East of Alice's Road Stream Restoration and Trail Reconstruction Projects, a Letter of Map Change (LOMC) is necessary to update the effective flood plain mapping. This project will perform hydraulic modeling and flood plain mapping to support a letter of map change to Little Walnut Creek from the east City of Clive corporate limit at Little Walnut Creek to Alice's Road.

I. LETTER OF MAP CHANGE (LOMC)

A. DATA COLLECTION:

1. As-built topographic survey of the study area will be provided by the Client. Provided survey will include digital DWG data along with an XML digital elevation surface.
2. No additional field survey is included within the scope of this project. Additional field survey, if needed, may be provided by the Professional and added by supplemental agreement.
3. A digital elevation model (DEM) of the study area will be prepared from Statewide LiDAR (USGS 2020) and as-built topographic survey. DEM data will be projected to State Plane coordinates with an elevation datum of NAVD88.
4. The Client will provide copies of the certified construction plans and/or as-built plans for the Stream and Trail projects for submittal to FEMA.
5. The Client will provide copies of the approved Iowa DNR Flood Plain permits for the Stream and Trail projects, along with supporting hydraulic modeling data used to permit those projects.

B. HYDRAULIC MODELING

1. The effective FEMA hydraulic model will be modified in accordance with FEMA guidelines to reflect the Stream and Trail projects.
2. The effective FEMA hydraulic model (HEC-2) will be duplicated within the study area in HEC-RAS. The duplicate model will commence at river station 7687 (Lettered Cross Section C) and end upstream of Alice's Road at or near river station 11896. The duplicate hydraulic model will match the elevation datum of the original study (NGVD29). The effective model includes flood profiles for the 1% and 0.2% Annual Exceedance Probability Discharges (AEPD). These flood discharges will be reused to ensure continuity with the downstream and upstream stream reaches of Little Walnut Creek beyond the map change area. No additional hydrologic calculations will be performed with this map change.
3. A pre-project model will be prepared from the duplicate model with elevations converted to the NAVD88 datum. New cross sections will be added through the study area and set to pre-project conditions. New cross section locations will be placed at critical control points based on post project elements. Effective cross sections that will remain within the map change area will be updated to reflect pre-project ground conditions. Manning's roughness coefficients will be updated through the map change area to reflect pre-project conditions using pre-project aerial imagery. Floodway encroachments will be added to the pre-project model based on the effective floodway map limits.
4. A post-project model will be prepared from the pre-project model and include updated ground elevations, project elements, and Manning's roughness coefficients based on as-built survey of the Stream and Trail projects. Floodway encroachments set in the pre-project model will be evaluated against post-project conditions and optimized as necessary to meet FEMA's guidelines for smooth transitions, locating encroachments outside of the main channel, and meet a maximum surcharge of 1.0 feet.
5. Flood plain mapping for the 1% and 0.2% Annual Exceedance Probability (AEP) flood profiles and floodway mapping will be performed for the map change area. The upper map change limit will be defined by the tie-in with the effective model where the 1% AEP flood profile elevation is within 0.5 feet of the effective model.
6. The CHECK-RAS program will be utilized to verify that the hydraulic estimates and assumptions of the corrected model are compatible with HEC-RAS. An explanation of the CHECK-RAS comment messages will be documented.

C. DELIVERABLES

1. The following deliverables to support a Letter of Map Change will be prepared and submitted to FEMA. The Professional will utilize FEMA's online letter of map change portal. A draft of these materials will be provided to the Client and Iowa DNR for review and concurrence prior to submitting to FEMA.
    i. Hydraulic report of the modeling and mapping.
    ii. Certified topographic work map of the map change area.
    iii. Annotated Flood Insurance Rate Map.
    iv. As-built plans for the Stream and Trail projects.
    v. Property owner notification documentation.
    vi. Electronic copies of the hydraulic model and flood plain mapping.
    vii. FEMA MT-2 Forms 1, 2, and 3.
2. Property owner notification:

viii. The Professional will prepare a property owner notification letter template and a list of property owners within the map change area.
ix. The Client will send out the notification letters to affected property owners by certified mail and provide receipts of the certified mailing and a certification letter that all property owners have been notified.
x. The Client will publish a public notice of the map change and floodway revision and provide a copy of the public notice affidavit. The Professional will prepare a template of the public notice.

3. The letter of map change submittal will assume that the revision will be performed as a Letter of Map Revision (LOMR) requiring special technical review related to a project and will require a map change fee by FEMA. The current LOMR fee for an online submittal is $8,000 and is included in the Professional's estimated fee.
4. A sediment transport analysis will not be performed as part of this study.

FEES FOR SERVICES ..... HOURLY ESTIMATED $33,000

II. ADDITIONAL SERVICES

The following items shall be considered additional services as may be requested by the Client. Additional services may be performed on an hourly basis or should a specific scope of services be defined, a quotation for services may be provided.

1. Submittal fees to any regulatory agencies not listed above.
2. Easement and/or legal documents.
3. Client requested major revisions.
4. Construction drawings.
5. Easement plats.
6. Wetland delineation or environmental analysis.
7. Geotechnical services and soil borings.

EXHIBIT B

SNYDER & ASSOCIATES | 2026 STANDARD FEE SCHEDULE

Professional | Engineer, Landscape Architect, Land Surveyor, GIS, Environmental Scientist, Historian, Project Manager, Planner, Archaeologist, Right-of-Way Agent, Graphic Designer

BILLING CLASSIFICATION/LEVEL	BILLING RATE
Principal II	$285.00/hour
Principal I	$265.00/hour
Senior	$236.00/hour
VIII	$216.00/hour
VII	$204.00/hour
VI	$195.00/hour
V	$182.00/hour
IV	$167.00/hour
III	$155.00/hour
II	$140.00/hour
I	$126.00/hour

Technical | CAD, Survey, Construction Observation

BILLING CLASSIFICATION/LEVEL	BILLING RATE
Lead	$164.00/hour
Senior	$158.00/hour
VIII	$146.00/hour
VII	$136.00/hour
VI	$122.00/hour
V	$110.00/hour
IV	$100.00/hour
III	$89.00/hour
II	$82.00/hour
I	$72.00/hour

Administrative

BILLING CLASSIFICATION/LEVEL	BILLING RATE
II	$84.00/hour
I	$69.00/hour

Reimbursables

BILLING CLASSIFICATION/LEVEL	BILLING RATE
Mileage	*Current IRS Standard Rate*
Outside Services	*As Invoiced*

RESOLUTION NO._____

A RESOLUTION APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH SNYDER & ASSOCIATES, INC. FOR LITTLE WALNUT CREEK LETTER OF MAP CHANGE (LOMC) SERVICES

WHEREAS, the City of Clive desires to complete a Letter of Map Change (LOMC) related to the Little Walnut Creek East of Alice's Road Stream Restoration and Trail Reconstruction Projects; and

WHEREAS, Snyder & Associates, Inc. has submitted a Professional Services Agreement to provide hydraulic modeling, floodplain mapping, FEMA coordination, and related services associated with the LOMC process; and

WHEREAS, the proposed agreement provides for an estimated fee of $33,000 for said services; and

WHEREAS, the City Council finds it to be in the best interests of the City to approve the Professional Services Agreement with Snyder & Associates, Inc.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Clive, Iowa, that the Professional Services Agreement with Snyder & Associates, Inc. for Little Walnut Creek Letter of Map Change (LOMC) Services is hereby approved, and the Mayor and City Clerk are authorized and directed to execute the Agreement on behalf of the City.

PASSED AND APPROVED by the City Council of the City of Clive, Iowa, this ___ day of _____, 2026.

_____
John D. Edwards, Mayor

ATTEST:

_____
Matthew Graham, City Clerk

Memo

TO: Mayor and Council members
FROM: Mark Rehberg, Captain / Operations Commander
DATE: May 14, 2026
RE: Resolution Approving 28E Agreement Between Clive Police Department and Iowa Department of Revenue for Alcohol Enforcement Services

SYNOPSIS:
Approve 28E agreement between the Iowa Department of Revenue (IDR) and Clive Police Department (CPD). This 28E provides funding for alcoholic beverage enforcement and authorizes reimbursement to the Clive Police for each compliance check conducted. This agreement is effective on the date signed and expires no later than June 30th, 2026. 28E will be electronically filed by IDR with the Iowa Secretary of State once the agreement is executed.

Attachments:
1. 28E Iowa Department of Revenue
2. 28e reso

28E AGREEMENT FOR ALCOHOL PRODUCT ENFORCEMENT

This 28E Agreement for Alcohol Enforcement ("Agreement") is between the Iowa Department of Revenue ("IDR"), and ("Department"). IDR and the Department may be referred to individually as a "Party" or together as the "Parties." The "Effective Date" of this Agreement shall mean the last date, as indicated in Section 13 (Execution), on which Agreement is formally executed by duly authorized representatives of the Parties. The Parties agree as follows:

SECTION 1. IDENTITY OF PARTIES

1.1 **IDR.** IDR is an agency of the State of Iowa and is authorized, pursuant to Iowa Code section 123.4, to administer and enforce Iowa's alcoholic beverage control laws. IDR's address for the purpose of this Agreement is: 1918 SE Hulsizer Road, Ankeny, Iowa 50021.

1.2 **Department.** The Department operates a duly-recognized Iowa law enforcement agency. The Department's address is: 8800 HICKMAN RD CLIVE IA 50325-1073.

SECTION 2. PURPOSE. The Parties have entered into this Agreement for the purpose of providing and funding alcoholic beverage enforcement in compliance with Iowa Code chapter 123.

SECTION 3. TERM. The term of the Agreement shall be from the aforementioned date through June 30, 2026, unless earlier terminated in accordance with the terms of the Agreement.

SECTION 4. FILING. Pursuant to Iowa Code section 28E.8, IDR shall electronically file the Agreement with the Iowa Secretary of State, after the Parties have executed the Agreement.

SECTION 5. RESPONSIBILITIES OF THE PARTIES.

5.1 **Responsibilities of the Department.**

5.1.1 Local Alcohol Enforcement. The Department shall provide alcoholic beverage enforcement of Iowa Code section 123.49(2)(h).

5.1.2 **Compliance Checks.**

5.1.2.1 "Compliance Check" or "Compliance Checks" means activity to enforce alcoholic beverage control laws in accordance with Iowa Code section 123.49(2)(h) within the jurisdiction of the Department, or additional jurisdictions upon prior agreement of the Parties. IDR shall provide the Department, via the law enforcement GovConnectIowa portal, the location of each retail alcohol license/permit holder subject to a Compliance Check by the Department.

5.1.2.2 The Department shall perform Compliance Checks at licensed retail alcohol locations during the term of the Agreement. IDR will provide the Department with any minimum or maximum number of Compliance Checks to be performed within the jurisdiction of the Department, a list of locations that have passed Compliance Checks within the last year, and any locations IDR has predetermined require Compliance Checks. Parties recognize that alcoholic beverage products are age-restricted pursuant to Iowa Code section 123.47. Compliance Checks may be conducted at any retailer that sells alcoholic beverage products. Compliance Checks are to be facilitated by an Iowa certified Peace Officer who has Peace Officer powers within the State of Iowa.

5.1.2.3 IDR will not compensate the Department for Compliance Checks performed on a location that has passed a Compliance Check in the current or previous calendar year, or otherwise indicated by IDR as a location for which Compliance Checks will not be compensated.

5.1.2.4 This Agreement is a stand-alone alcohol enforcement effort and shall not be combined with any other 28E agreements between the Department and IDR, or any other parties.

5.1.2.5 **The Department shall not begin to conduct any retailer Compliance Checks until March 10, 2026.**

5.1.2.6 Compliance Checks shall be completed and submitted for reimbursement to IDR by June 30, 2026. The Department should try to complete a Compliance Check of all seasonal businesses (e.g., winter businesses like ski areas or spring/summer businesses like golf courses, marinas, and bait shops) before the businesses close for the season, but not before March 10, 2026.

5.1.2.7 The Department may conduct a second Compliance Check on any retailer that is found to be non-compliant during the first Compliance Check. The second Compliance Check on the non-compliant retailer shall be completed and submitted for reimbursement to IDR no later than June 30, 2026, to receive payment by IDR under this Agreement.

5.1.2.8 Department shall criminally ticket clerks that fail Compliance Checks.

5.1.2.9 The Department shall, within seven (7) business days, notify the retail owner or manager of any violation. Within seventy-two (72) hours of the Department issuing a citation for a violation of Iowa Code section 123.49(2)(h) to a license/permit holder or employee of a license/permit holder, the Department must notify IDR of the date, time, and location where the offense was committed. The Department shall report Compliance Checks in a Compliance Check Report as described in Section 5.1.6, and send a copy of any citations to IDR's designated Contact Person.

5.1.2.10 If the Department fails to complete Compliance Checks or fails to submit reimbursement for Compliance Checks to IDR by June 30, 2026, IDR will consult with

the Department to establish an agreed upon execution plan. In the event that the Department fails to execute the agreed upon plan, the Department agrees that IDR may authorize other law enforcement agencies to conduct any remaining Compliance Checks.

5.1.3 Underage Purchaser Volunteers. Utilization of underage purchaser volunteers between the ages of sixteen (16) and twenty (20) is strongly encouraged, where feasible. The Department may compensate the underage purchaser volunteers involved in the Compliance Checks in a manner consistent with Section 6

5.1.4 Routine Enforcement. In addition to conducting Compliance Checks, the Department agrees to regularly enforce alcoholic beverage laws.

5.1.5 Civil Proceedings. The Department shall cooperate with city, county, and state prosecutors if civil permit proceedings are initiated against a retail alcohol license/permit holder. The Department shall also cooperate in proceedings against cited clerks and underage persons. Cooperation shall include, but not be limited to, sharing investigative reports and copies of issued citations, as well as providing witness statements and testimony.

5.1.6 Compliance Check Reports. The Department shall provide detailed results of completed Compliance Checks in a Compliance Check Report to IDR via the law enforcement GovConnectIowa portal or other method prescribed by IDR within ten (10) business days of completed Compliance Checks. Information in the Compliance Check Report will include, but will not be limited to, the date, time, and location of the Compliance Check, and any other information required by IDR.

5.1.7 Miscellaneous. The Department shall be responsible for the day-to-day administration of its alcoholic beverage enforcement. The Department shall provide all office space, equipment, and personnel necessary to conduct alcoholic beverage enforcement activities under the Agreement. The Department is solely responsible for the selection, hiring, disciplining, firing, and compensation of its officers.

5.2 **Responsibilities of IDR**.

5.2.1 Enforcement Guidance. IDR shall provide guidance and best practices for conducting underage alcohol Compliance Checks to the Department, if needed, and cooperate with the Department in the performance of the Agreement.

5.2.2 **Payment**. IDR shall pay the Department in the manner described in Section 6 of this Agreement.

5.2.3 Cooperation. If IDR believes that any officer of the Department fails to perform duties in a manner that is consistent with the Agreement, IDR shall notify the Department. The Department shall then take such action as necessary to investigate and, if appropriate, discipline or reassign the officer away from alcoholic beverage enforcement activities. IDR shall have no authority to discipline or reassign an officer, except that IDR shall have the authority to stipulate that a particular officer not be assigned to provide services under the Agreement.

5.2.4 Insurance, Benefits, and Compensation. IDR shall not provide for, nor pay, any employment costs of the Department's officers including, but not limited to, worker's compensation, unemployment insurance, health insurance, life insurance, and any other benefits or compensation, nor make any payroll payments with respect to the Department's officers. IDR shall have no liability whatsoever for all such employment costs or other expenses relating to, or for the benefit of, the Department's officers.

SECTION 6. PAYMENT TO DEPARTMENT.

6.1 Method of Payment. In consideration for providing the services required by the Agreement, the Department shall be paid on a flat fee basis of one hundred dollars ($100) per reported Compliance Check. The flat fee payment for each Compliance Check constitutes the full and exclusive remuneration for the Compliance Check. For example, compensation of underage purchaser volunteers is the sole responsibility of the Department and is to be paid from the flat fee payment.

6.2 Eligible Claims. Compliance Checks that are conducted on or after March 10, 2026 and on or before June 30, 2026 are eligible for payment provided that the results are reported in accordance with Section 5. Any Compliance Checks that were funded by a non-departmental entity are not eligible for payment.

6.3 **Allocations**. The costs of the services referred to in Section 6.1 shall be allocated as follows:

6.3.1 Sole Activity. Money paid to the Department, pursuant to the Agreement, shall be used to fund overtime of full- or part-time Peace Officer positions solely for alcoholic beverage enforcement activities described in the Agreement. Money also shall be used for compensation, if any, of underage purchaser volunteers. In addition, the Department may use money paid pursuant to the Agreement for reasonable Department expenditures, including, but not limited to, officer training and equipment, provided that such expenditures do not impair the Department's ability to perform alcoholic beverages enforcement activities.

6.4 Payment in Arrears. IDR shall verify the Department's performance and compliance with this Agreement before making payment. IDR shall pay all approved invoices in arrears and in conformance with Iowa Code section 8A.514. IDR may pay in less than sixty (60) days, but an election to pay in less than sixty (60) days shall not act as an implied waiver of Iowa Code section 8A.514. Unless otherwise agreed in writing by the Parties, the Department shall not be entitled to receive any other payment or compensation from IDR or the State of Iowa for any Compliance Checks not compliant with this Agreement. The Department shall be solely responsible for paying all costs, expenses, and charges it incurs in connection with its performance under this Agreement.

SECTION 7. ADMINISTRATION OF AGREEMENT. IDR and the Department shall jointly administer the Agreement.

SECTION 8. NO SEPARATE ADMINISTRATIVE ENTITY. No new or separate legal or administrative entity is created by the Agreement.

SECTION 9. NO PROPERTY ACQUIRED. IDR and the Department, in connection with the performance of the Agreement, shall acquire no real or personal property.

SECTION 10. TERMINATION.

10.1 **Termination for Convenience**. Following twenty (20) days written notice, either party may terminate the Agreement, in whole or in part, for convenience without the payment of any penalty or incurring any further obligation to the non-terminating party. Following termination for convenience, the non-terminating party shall be entitled to compensation, upon submission of invoices and proper proof of claim, for services provided under the Agreement to the terminating party up to and including the date of termination.

10.2 **Termination Due to Lack of Funds or Change in the Law**. Notwithstanding anything in this Agreement to the contrary, and subject to the limitations set forth below, IDR shall have the right to terminate this Agreement without penalty and without any advance notice as a result of any of the

following:

10.2.1 The legislature or governor fail in the sole opinion of IDR to appropriate funds sufficient to allow IDR to either meet its obligations under this Agreement or to operate as required and to fulfill its obligations under this Agreement;

10.2.2 If funds are de-appropriated, reduced, not allocated, or receipt of funds is delayed, or if any funds or revenues needed by IDR to make any payment hereunder are insufficient or unavailable for any other reason as determined by IDR in its sole discretion;

10.2.3 If IDR's authorization to conduct its business or engage in activities or operations related to the subject matter of this Agreement is withdrawn or materially altered or modified;

10.2.4 If IDR's duties, programs or responsibilities are modified or materially altered;

10.2.5 If there is a decision of any court, administrative law judge, or an arbitration panel or any law, rule, regulation, or order is enacted, promulgated, or issued that materially or adversely affects IDR's ability to fulfill any of its obligations under this Agreement. IDR shall provide the Department with written notice of termination pursuant to this section.

10.3 **Termination for Cause**. The occurrence of any one or more of the following events shall constitute cause for any party to declare another party in default of its obligations under the Agreement:

10.3.1 Failure to observe and perform any covenant, condition or obligation created by the Agreement;

10.3.2 Failure to make substantial and timely progress toward performance of the Agreement;

10.3.3 Failure of the party's work product and services to conform with any specifications noted herein;

10.3.4 Infringement of any patent, trademark, copyright, trade dress or any other intellectual property right.

10.4 **Notice of Default**. If there occurs a default event under Section 10.3, the non- defaulting party shall provide written notice to the defaulting party requesting that the breach or noncompliance be immediately remedied. In the event that the breach or noncompliance continues to be evidenced ten days beyond the date specified in the written notice, the non-defaulting party may either:

10.4.1 Immediately terminate the Agreement without additional written notice; or,

10.4.2 Enforce the terms and conditions of the Agreement and seek any available legal or equitable remedies.

SECTION 11. CONTACT PERSON. At the time of execution of the Agreement, each Party shall designate, in writing, a Contact Person to serve until the expiration of the Agreement or the designation of a substitute Contact Person. During the term of the Agreement, each Contact Person shall be available to meet, as otherwise mutually agreed, to plan the services being provided under the Agreement. IDR will email the Department's Contact Person instructions and links for completing Compliance Check Reports and how to submit copies of violations to IDR.

SECTION 12. CONTRACT ADMINISTRATION.

12.1 **Amendments**. The Agreement may be amended in writing from time to time by mutual consent of the parties. All amendments to the Agreement must be fully executed by the parties.

12.2 **Third Party Beneficiaries**. There are no third party beneficiaries to the Agreement. The Agreement is intended only to benefit IDR and the Department.

12.3 **Choice of Law and Forum**. The laws of the State of Iowa shall govern and determine all matters arising out of or in connection with this Agreement without regard to the conflict of law provisions of Iowa law. Any and all litigation commenced in connection with this Agreement shall be brought and maintained solely in Polk County District Court for the State of Iowa, Des Moines, Iowa, or in the United States District Court for the Southern District of Iowa, Central Division, Des Moines, Iowa, wherever jurisdiction is appropriate. This provision shall not be construed as waiving any immunity to suit or liability including without limitation sovereign immunity in State or Federal court, which may be available to IDR or the State of Iowa.

12.4 **Assignment and Delegation**. The Agreement may not be assigned, transferred, or conveyed in whole or in part without the prior written consent of the other party.

12.5 **Integration**. The Agreement represents the entire Agreement between the parties and neither party is relying on any representation that may have been made which is not included in the Agreement.

12.6 **Headings or Captions**. The paragraph headings or captions are for identification purposes only and do not limit nor construe the contents of the paragraphs.

12.7 **Not a Joint Venture**. Nothing in the Agreement shall be construed as creating or constituting the relationship of a partnership, joint venture, association of any kind or agent and principal relationship between the parties. Each party shall be deemed an independent contractor acting toward the expected mutual benefits. No party, unless otherwise specifically provided for herein, has the authority to enter into any contract or create an obligation or liability on behalf of, in the name of, or binding upon the other party to the Agreement.

12.8 **Supersedes Former Agreements**. The Agreement supersedes all prior Agreements between IDR and the Department for the services provided in connection with the Agreement.

12.9 **Waiver**. Except as specifically provided for in a waiver signed by duly authorized representatives of IDR and the Department, failure by any party at any time to require performance by the other party or to claim a breach of any provision of the Agreement shall not be construed as affecting any subsequent breach, the right to require performance with respect thereto, or to claim a breach with respect thereto.

12.10 **Notices**. Any and all notices, designations, consents, offers, acceptances, or any other communication provided for herein shall be given in writing by a reliable carrier which shall be addressed to the person listed below at the address specified. From time to time, the Parties may change the name and address of an individual designated to receive notice. Such change of the designated person shall be in writing to the other Party and as provided herein. Such change shall not require an amendment to this Agreement. Each such notice shall be deemed to have been provided:

12.10.1 At the time it is actually received; or,

12.10.2 Within one day in the case of overnight hand delivery, courier or services such as Federal Express with guaranteed next day delivery; or,

12.10.3 Within five (5) days after it is deposited in the U.S. Mail in the case of registered U.S. Mail.

Party: IDR

Name: Brandon Trapp

Title: Executive Officer, Alcohol & Tax Compliance Division

Address: 1918 SE Hulsizer Road

City, State Zip Code: Ankeny, Iowa 50021

Phone Number: (515) 480-8357

E-mail Address: Brandon.Trapp@iowa.gov

Party: _____

Name: CLIVE POLICE DEPARTMENT

Title: _____

Address: _____

City, State Zip Code: , IA

Phone Number: _____

E-mail Address: _____

12.11 **Cumulative Rights**. The various rights, powers, options, elections and remedies of any party provided in the Agreement, shall be construed as cumulative and not one of them is exclusive of the others or exclusive of any rights, remedies, or priorities allowed any party by law, and shall in no way affect or impair the right of any party to pursue any other equitable or legal remedy to which any party may be entitled as long as any default remains in any way un-remedied, unsatisfied, or un-discharged.

12.12 **Severability**. If any provision of the Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect the validity or enforceability of any other part or provision of the Agreement.

12.13 **Time is of the Essence**. Time is of the essence with respect to the performance of the terms of the Agreement.

12.14 **Authorization**. Each party to the Agreement represents and warrants to the other that:

12.14.1 It has the right, power, and authority to enter into and perform its obligations under the Agreement.

12.14.2 It has taken all requisite action (corporate, statutory or otherwise) to approve execution, delivery, and performance of the Agreement, and the Agreement constitutes a legal, valid, and binding obligation upon itself in accordance with its terms.

12.15 **Successors in Interest**. All the terms, provisions, and conditions of the Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns, and legal representatives.

12.16 **Record Retention and Access**. The Department shall maintain accurate, current, and complete records of the financial activity of this Agreement which sufficiently and properly document and calculate all charges billed to IDR throughout the term of this Agreement and for a period of at least three (3) years following the date of final payment or completion of any required audit (whichever is later). If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the three-year period, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular three-year period, whichever is later. The Department shall permit IDR, the Auditor of the State, or any other authorized representative of the State and, where federal funds are involved, the Comptroller General of the United States or any other authorized representative of the United States government, to access and examine, audit, excerpt, and transcribe any directly pertinent books, documents, papers, electronically or optically stored and created records, or other records

of the Department relating to invoices or payments or any other documentation or materials pertaining to this Agreement, wherever such records may be located. The Department shall not impose a charge for audit or examination of the Department's books and records.

12.17 **Additional Provisions**. The parties agree that any Addendum, Rider, or Exhibit, attached hereto by the parties, shall be deemed incorporated herein by reference.

12.18 **Further Assurances and Corrective Instruments**. The parties agree that they shall, from time to time, execute, acknowledge, and deliver, or cause to be executed, acknowledged, and delivered, such supplements hereto and such further instruments as may reasonably be required for carrying out the expressed intention of the Agreement.

SECTION 13. EXECUTION.

IN WITNESS WHEREOF, in consideration of the mutual covenants set forth above and for other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties have entered into the Agreement and have caused their duly authorized representatives to execute the Agreement.

Iowa Department of Revenue

Name:
Title:
Signature Date:

Name: CLIVE POLICE DEPARTMENT
Title:
Signature Date:

RESOLUTION NO._____

A RESOLUTION APPROVING A 28E AGREEMENT WITH THE IOWA DEPARTMENT OF REVENUE FOR ALCOHOL ENFORCEMENT SERVICES

WHEREAS, the City of Clive Police Department and the Iowa Department of Revenue desire to enter into a 28E Agreement pursuant to Iowa Code chapter 28E for the purpose of providing and funding alcoholic beverage enforcement activities in compliance with Iowa Code chapter 123; and

WHEREAS, the Agreement provides for compliance checks and other alcoholic beverage enforcement activities within the jurisdiction of the City of Clive Police Department through June 30, 2026; and

WHEREAS, the City Council finds it to be in the best interests of the City to approve said Agreement.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Clive, Iowa, that the 28E Agreement with the Iowa Department of Revenue for Alcohol Enforcement Services, attached hereto and incorporated herein by this reference, is hereby approved, and the Mayor and City Clerk are authorized and directed to execute the Agreement on behalf of the City.

PASSED AND APPROVED by the City Council of the City of Clive, Iowa, this ___ day of _____, 2026.

_____
John D. Edwards, Mayor

ATTEST:

_____
Matthew Graham, City Clerk

Memo

TO: Mayor and Council members
FROM: Matthew Graham, City Clerk
DATE: May 14, 2026
RE: Approval of Settlement Agreement with Joshua Hollingshead

SYNOPSIS:
The attached agenda item requests approval of a $25,000 settlement agreement with Joshua Hollingshead related to a claim arising from an incident on September 19, 2025. The settlement has been negotiated in consultation with the City's legal counsel and insurer and provides for a full and final release of all claims against the City. This agreement represents a reasonable compromise of a disputed claim and does not constitute an admission of liability.

A copy of the settlement agreement is included in the Council packet for Council review.

Attachments:
1. Hollingshead Release

Memo

TO: Mayor and Council members
FROM: Jeff May, Public Works Director
DATE: May 14, 2026
RE: Resolution Accepting Temporary Construction Easements - Alice's Road Reconstruction - Phase 2 Project

SYNOPSIS:

The City Council awarded the contract for the Alice's Road Reconstruction Project – Phase 1B at the February 12, 2026, City Council meeting. The Project includes the reconstruction of Alice's Road from south of Dellwood Drive to south of Douglas Parkway. The project includes grading that will require temporary construction easements from the property along the east side of Alice's Road, owned by Doralyn Underberg. The easements will allow for grading of the right-of-way to accommodate a future sidewalk.

Ms. Underberg has agreed to provide the temporary construction easements to the City at no cost, to facilitate the grading of the right-of-way.

Staff recommends Council accept the temporary construction easements at no cost to the City.

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

Attachments:

1. Resolution - 05-14-26 - Alice's Road Reconstruction Project - Phase 1B - Underberg Temporary Easement
2. 05-14-26 - Alice's Road Phase 1B - Underberg Temporary Construction Easement
3. 05-14-26 - Alice's Road Reconstruction Project - Phase 1B - Underberg Temporary Construction Easement Map

RESOLUTION NO.: _____

RESOLUTION ACCEPTING TEMPORARY CONSTRUCTION EASEMENTS FOR THE ALICE'S ROAD RECONSTRUCTION PROJECT – PHASE 1B

WHEREAS, the City of Clive needs Temporary Construction Easements for the Alice's Road Reconstruction Project – Phase 1B; and

WHEREAS, the owner of the properties identified by Parcel IDs 1226101017 and 1226151021 in Dallas County, Iowa and located in Clive, Iowa (the "Properties") has agreed to provide the City of Clive Temporary Construction Easements for the Alice's Road Reconstruction Project – Phase 1B (the "Project"); and

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

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

That the Temporary Construction Easements for the Project on said Properties are 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 Graham, City Clerk

CITY OF CLIVE, IOWA
OFFER TO PURCHASE RIGHT-OF-WAY AND TEMPORARY EASEMENT

To Seller: Doralyn Underberg, as Trustee of the Doralyn Underberg Revocable Trust
4005 70th St, Urbandale, Iowa 50322

1. **Property Description.** The City of Clive, Iowa ("City"), intends to acquire a temporary construction easement under, over, on, through, across and within certain real property owned by Seller ("Temporary Easement") legally described on the attached Exhibit A, by this reference made a part hereof.

2. **Purchase Price.** In consideration of the promises made pursuant to the Ordinance recorded on November 22, 2016 in Book 2016, Page 23481 in the Office of the Polk County Recorder, the Property owner agrees to donate this temporary easement. Therefore, the City agrees no compensation shall be paid to Seller for the Temporary Easement, as follows:

Temporary Easement $0.00 x 20,210 sf x 10% x 1.5 years	= $ 00.00
Total Compensation (rounded)	= $ 00.00

3. **Purpose of the Acquisition.** The Temporary Easement is being acquired for the purpose of constructing the Alice's Road Reconstruction Phase 1B Project ("Project").

4. **Real Estate Taxes.** The acquisition shall not affect the liability of the Seller for payment of real estate taxes when due.

5. **Special Assessments.** This acquisition shall not relieve the Seller of Seller's liability for payment of any special assessments when due.

6. **Possession.** Possession the Temporary Easement area shall be given to the City upon payment of the purchase price by the City, less any adjustments made at closing.

7. **Conveyance.** Upon payment of the purchase price, Seller shall convey the Temporary Easement to the City, in accordance with the following form(s) provided by the City and attached hereto as Exhibits:

   i. Exhibit A – Legal Description
   ii. Exhibit B – Trustee Affidavit
   iii. Exhibit C – Purchaser Affidavit
   iv. Exhibit D – Temporary Easement

8. **Contract Binding on Successors-in-Interest.** This Offer shall apply to and bind the successors-in-interest of the Seller, and Seller agrees to warrant good and marketable title.

Names and addresses of lienholders are as follows:

None

9. **Construction**. Words and phrases shall be construed as in the singular or plural number, and as masculine, feminine, or neuter gender, according to the context.

10. **Time is of the Essence**. Time is of the essence in this Offer.

11. **Execution of Offer.** This Offer is executed on behalf of the City and is subject to ratification by the City Council upon its acceptance by Seller.

Dated this 15th day of April, 2026

CITY OF CLIVE, IOWA

By: Snyder & Associates, Inc., Authorized Signatory

By: _____
Cody Fredericksen

Its: ROW Agent

THIS OFFER IS ACCEPTED on this 15th day of April, 2026

SELLER:

Doralyn Underberg, Trustee
Doralyn Underberg, as Trustee of the
Doralyn Underberg Revocable Trust

Approved by the City Council of the City of Clive, Iowa on the _____ day of _____, 20__, by Resolution No. _____.

By: _____
Mayor

Attest:_____
City Clerk

EXHIBIT A

LEGAL DESCRIPTION

A parcel of land located in the Northwest Quarter of Section 26, Township 79 North, Range 26 West of the 5th P.M., Clive, Dallas county, Iowa, more particularly described as follows:

Beginning at the North Quarter Comer of Section 26, T79N, R26 W of the 5th P.M., Clive, Dallas County, Iowa; thence, along the East line of the NW ¼ of said Section 26, South 00°03'59" West 1967.47 feet; thence North 89°47'50" West 2306.90 feet; thence South 00°00'00" 132.00 feet; thence North 89°47'50" West 330.00 feet to the West line of said Section 26; thence along said West line, North 00°00'00" 509.l l feet; thence South 88°43'05" East 173.54 feet; thence North 19°13'26" East 109.96 feet; thence North 35°51'5 l" West 58.04 feet; thence South 90°00'00" West 175.70 feet to said West line of Section 26; thence, along said West line, North 00°00'00" 1307.10 feet thence South 89°36'34" East 195.13 feet; thence North 00°00'00" 144.92 feet to the North line of said Section 26; thence, along said North line, South 89°36'34" East 537.79 feet to the NW Comer of George Martin Subdivision; thence South 01 °15'50" East 173.00 feet; thence South 89°36'34" East 643.22 feet; thence North 01 °15'50" West 173.00 feet to said North line of Section 26 and the NE Comer of said George Martin Subdivision; thence, along said North line, South 89°36'34" East 1263.98 feet to the Point of Beginning.

Except a parcel of land located in the Southwest Quarter of the Northwest Quarter of Section 26, Township 79 North, Range 26 West of the 5th P.M., Clive, Dallas County, Iowa, more particularly described as follows:

Commencing at the Northwest Corner of Section 26, T79N, R26W of the 5th P.M., Clive, Dallas County, Iowa, thence South 0°00'00" along the West line of NW ¼ of said Section 26, 1,599.01 feet to the Point of Beginning; thence continuing South 0°00'00" 250.00 feet along said West line; thence North 90°00'00" East 650.00 feet; thence North 0°00'00" 290.00 feet; thence North 90°00'00" West 461.20 feet; thence South 19°13'26" West 46.47 feet; thence North 88°43'05" West 173.54 feet to the Point of Beginning

And Except Berkshire North Plats 3, 4, 5, 6, 7, 8, 9, 10 and Shuler Elementary Plat 1, all Official Plats, now included in and forming a part of the City of Clive, Dallas County, Iowa.

And Except land deeded to the City of Clive recorded in Book 2009, Page 11103 and Book 2010, Page 5130.

And Except Parcel 21-125 recorded in Book 2021, Page 32644 in the Office of the Recorder of Dallas Count, Iowa, being of Survey of a part of the of NE ¼ NW ¼ of Section 26, Township 79 North, Range 26 West of the 5th P.M., Clive, Dallas County, Iowa and a part of Outlot Y of Shuler Elementary Plat 1, an Official Plat, Clive, Dallas County, Iowa.

AND

The South 336 feet of the NW 1/4 of the· SW 1/4 of Section 26, Township 79 North, Range 26 West of the 5th P. M., Clive, Dallas County, Iowa, and Beginning 336 feet North of the SW Comer of the NW 1/4 of the SW 1/4 of Section 26, Township 79 North, Range 26 West of the 5th P. M., Dallas County, Iowa, thence North 258 feet, thence East to the West line of the SE 1/4 of said Section, thence South 258 feet, thence West to beginning, and The North 133 feet of the South 727 feet of the N 1/2 of the SW 1/4 of Section 26, Township 79 North, Range 26 West of the 5th P. M.; Clive, Dallas County, Iowa, EXCEPT the North 10 feet of the West 207.1 feet thereof and EXCEPT Berkshire Woods Plat Lan Official Plat, now included in and forming a part of the City of Clive, Dallas County, Iowa.

AND

Outlot W in BERKSHIRE WOODS PLAT 1, an Official Plat, now included in and forming a part of the City of Clive, Dallas County, Iowa together with all easements and servient estates appurtenant thereto, if any, and subject to (a) zoning and other applicable building ordinances, and (b) easements, restrictions and covenants of record, if any.

AND

The North 143 feet pf the West 195 feet of Section 26, Township *19* North, Range 26 West of the 5th P.M., Dallas County, Iowa.

EXHIBIT B

TRUSTEE AFFIDAVIT

See form attached hereto and incorporated by reference.

EXHIBIT C

PURCHASER AFFIDAVIT

See form attached hereto and incorporated by reference.

EXHIBIT D

TEMPORARY EASEMENT

See form attached hereto and incorporated by reference.

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 Exhibit A 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 Alice's Road Improvements Phase 1B Project (the "Project").

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

1. PLANS AND SPECIFICATIONS. Grantor has reviewed the plans and specifications for the Project, and Grantor understands and consents to the work to be performed within the Easement Area, which shall include but not be limited to grading of property to allow for appropriate transition of property.

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 grading and replacing grass, sod or any other ground cover (but not including any structures, trees or shrubs). 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 Council.

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.

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

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 15th day of April, 2026.

GRANTOR:

Doralyn Underberg, Trustee

Doralyn Underberg, as Trustee of the
Doralyn Underberg Revocable Trust

STATE OF IOWA)
) SS
COUNTY OF Polk)

On this 15th day of April, 2026, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Doralyn Underberg, as Trustee of the Doralyn Underberg Revocable Trust..

Notary Public in and for the
State of Iowa

NOTARIAL SEAL IOWA
CODY FREDERICKSEN
Commission Number 814389
My Commission Expires
12/24/27

My commission expires: 12/24/27

STATE OF IOWA)
) SS
COUNTY OF POLK)

I, Matthew Graham, City Clerk of the City of Clive, Iowa, do hereby certify that the within and foregoing Easement was duly approved and accepted by the City Council of said City of Clive by Resolution No. _____, passed on the _____ day of _____, 20__, and this certificate is made pursuant to authority contained in said Resolution.

Signed this ____ day of _____, 20__.

_____
Matthew Graham
City Clerk of City of Clive, Iowa

Exhibit A

"Legal Description and/or Easement Area Exhibit"

INDIVIDUAL TRUSTEE'S AFFIDAVIT
Recorder's Cover Sheet

Preparer Information:
Lindsey A. Guerrero
Nyemaster Goode, P.C.
700 Walnut Street, Suite 1600
Des Moines, IA 50309
(515) 283-3176

Taxpayer Information:
City of Clive
1900 NW 114th St
Clive, Iowa 50325

Return Document To:
City of Clive
1900 NW 114th St
Clive, Iowa 50325

Grantor:
Doralyn Underberg, as Trustee of the Doralyn Underberg Revocable Trust

Grantee:
City of Clive, Iowa

Legal Description:
See Exhibit A attached hereto and incorporated by reference.

Document or instrument number of previously recorded documents:
N/A

INDIVIDUAL TRUSTEE'S AFFIDAVIT

RE: See Exhibit A attached hereto and incorporated by reference.

STATE OF IOWA, COUNTY OF Dallas ss:

I, Doralyn Underberg, being first duly sworn (or affirmed) under oath, state of my personal knowledge that:

1. I am the Trustee under the Doralyn Underberg Revocable Trust (hereinafter "Trust"), to which the above-described real estate was conveyed by Doralyn Underberg, a single person, pursuant to a Quit Claim Deed filed June 24, 2024 as Document No. 2024-09377 in the office of the Dallas County Recorder.

2. I am the presently existing Trustee under the Trust and I am authorized to transfer the above-described real estate to the City of Clive, Iowa without any limitation or qualification whatsoever.

3. The Trust is in existence and I, as Trustee, am authorized to transfer the interest in the real estate as described in paragraph 2, free and clear of any adverse claims.

4. The grantor of the Trust is alive.

5. The Trust is revocable.

Dated April 15, 2026.

Doralyn Underberg

Doralyn Underberg, Affiant

This instrument was acknowledged before me on April 15th, 2026, by Doralyn Underberg.

Signature of Notary Public

NOTARIAL SEAL IOWA
CODY FREDERICKSEN
Commission Number 814389
My Commission Expires
12/24/27

EXHIBIT A

LEGAL DESCRIPTION

A parcel of land located in the Northwest Quarter of Section 26, Township 79 North, Range 26 West of the 5th P.M., Clive, Dallas county, Iowa, more particularly described as follows:

Beginning at the North Quarter Comer of Section 26, T79N, R26 W of the 5th P.M., Clive, Dallas County, Iowa; thence, along the East line of the NW ¼ of said Section 26, South 00°03'59" West 1967.47 feet; thence North 89°47'50" West 2306.90 feet; thence South 00°00'00" 132.00 feet; thence North 89°47'50" West 330.00 feet to the West line of said Section 26; thence along said West line, North 00°00'00" 509.l l feet; thence South 88°43'05" East 173.54 feet; thence North 19°13'26" East 109.96 feet; thence North 35°51'5 l" West 58.04 feet; thence South 90°00'00" West 175.70 feet to said West line of Section 26; thence, along said West line, North 00°00'00" 1307.10 feet thence South 89°36'34" East 195.13 feet; thence North 00°00'00" 144.92 feet to the North line of said Section 26; thence, along said North line, South 89°36'34" East 537.79 feet to the NW Comer of George Martin Subdivision; thence South 01 °15'50" East 173.00 feet; thence South 89°36'34" East 643.22 feet; thence North 01 °15'50" West 173.00 feet to said North line of Section 26 and the NE Comer of said George Martin Subdivision; thence, along said North line, South 89°36'34" East 1263.98 feet to the Point of Beginning.

Except a parcel of land located in the Southwest Quarter of the Northwest Quarter of Section 26, Township 79 North, Range 26 West of the 5th P.M., Clive, Dallas County, Iowa, more particularly described as follows:

Commencing at the Northwest Corner of Section 26, T79N, R26W of the 5th P.M., Clive, Dallas County, Iowa, thence South 0°00'00" along the West line of NW ¼ of said Section 26, 1,599.01 feet to the Point of Beginning; thence continuing South 0°00'00" 250.00 feet along said West line; thence North 90°00'00" East 650.00 feet; thence North 0°00'00" 290.00 feet; thence North 90°00'00" West 461.20 feet; thence South 19°13'26" West 46.47 feet; thence North 88°43'05" West 173.54 feet to the Point of Beginning

And Except Berkshire North Plats 3, 4, 5, 6, 7, 8, 9, 10 and Shuler Elementary Plat 1, all Official Plats, now included in and forming a part of the City of Clive, Dallas County, Iowa.

And Except land deeded to the City of Clive recorded in Book 2009, Page 11103 and Book 2010, Page 5130.

And Except Parcel 21-125 recorded in Book 2021, Page 32644 in the Office of the Recorder of Dallas Count, Iowa, being of Survey of a part of the of NE ¼ NW ¼ of Section 26, Township 79 North, Range 26 West of the 5th P.M., Clive, Dallas County, Iowa and a part of Outlot Y of Shuler Elementary Plat 1, an Official Plat, Clive, Dallas County, Iowa.

AND

The South 336 feet of the NW 1/4 of the· SW 1/4 of Section 26, Township 79 North, Range 26 West of the 5th P. M., Clive, Dallas County, Iowa, and Beginning 336 feet North of the SW Comer of the NW 1/4 of the SW 1/4 of Section 26, Township 79 North, Range 26 West of the 5th P. M., Dallas County, Iowa, thence North 258 feet, thence East to the West line of the SE 1/4 of said Section, thence South 258 feet, thence West to beginning, and The North 133 feet of the South 727 feet of the N 1/2 of the SW 1/4 of Section 26, Township 79 North, Range 26 West of the 5th P. M.; Clive, Dallas County, Iowa, EXCEPT the North 10 feet of the West 207.1 feet thereof and EXCEPT Berkshire Woods Plat Lan Official Plat, now included in and forming a part of the City of Clive, Dallas County, Iowa.

AND

Outlot W in BERKSHIRE WOODS PLAT 1, an Official Plat, now included in and forming a part of the City of Clive, Dallas County, Iowa together with all easements and servient estates appurtenant thereto, if any, and subject to (a) zoning and other applicable building ordinances, and (b) easements, restrictions and covenants of record, if any.

AND

The North 143 feet pf the West 195 feet of Section 26, Township *19* North, Range 26 West of the 5th P.M., Dallas County, Iowa.

PURCHASER'S AFFIDAVIT
Recorder's Cover Sheet

Preparer Information:
Lindsey A. Guerrero
Nyemaster Goode, P.C.
700 Walnut Street, Suite 1300
Des Moines, IA 50309
(515) 283-3176

Taxpayer Information:
City of Clive
1900 NW 114th St
Clive, Iowa 50325

Return Document To:
Lindsey A. Guerrero
Nyemaster Goode, P.C.
700 Walnut Street, Suite 1300
Des Moines, IA 50309

Grantor:
Doralyn Underberg, as Trustee of the Doralyn Underberg Revocable Trust

Grantee:
City of Clive, Iowa

Legal Description:
See Exhibit A.

Document or instrument number of previously recorded documents:
N/A

PURCHASER'S AFFIDAVIT
(For use with property purchased from an inter vivos trust)

RE: See Exhibit A attached hereto and incorporated by reference.

STATE OF IOWA, COUNTY OF _____, ss:

I, _____, as _____ for the City of Clive, Iowa, being first duly sworn (or affirmed) under oath depose and state that the City of Clive, Iowa is the purchaser of the real estate described above. The purchaser has relied upon the Individual's Trustee Affidavit dated _____ from Doralyn Underberg, as Trustee of the Doralyn Underberg Revocable Trust. The purchaser has no notice or knowledge of any adverse claims arising out of the execution and recording of the deed from the trustees. This Affidavit is given to establish reliance on the Affidavit referred to above for all purposes contemplated under Iowa Code Section 614.14.

Dated _____, 20____.

CITY OF CLIVE, IOWA, Affiant

By: _____
Print: _____
Title: _____

This instrument was acknowledged before me on _____, 2024, by _____ as _____ for the City of Clive, Iowa.

_____
Signature of Notary Public

EXHIBIT A

LEGAL DESCRIPTION

A parcel of land located in the Northwest Quarter of Section 26, Township 79 North, Range 26 West of the 5th P.M., Clive, Dallas county, Iowa, more particularly described as follows:

Beginning at the North Quarter Comer of Section 26, T79N, R26 W of the 5th P.M., Clive, Dallas County, Iowa; thence, along the East line of the NW ¼ of said Section 26, South 00°03'59" West 1967.47 feet; thence North 89°47'50" West 2306.90 feet; thence South 00°00'00" 132.00 feet; thence North 89°47'50" West 330.00 feet to the West line of said Section 26; thence along said West line, North 00°00'00" 509.l l feet; thence South 88°43'05" East 173.54 feet; thence North 19°13'26" East 109.96 feet; thence North 35°51'5 l" West 58.04 feet; thence South 90°00'00" West 175.70 feet to said West line of Section 26; thence, along said West line, North 00°00'00" 1307.10 feet thence South 89°36'34" East 195.13 feet; thence North 00°00'00" 144.92 feet to the North line of said Section 26; thence, along said North line, South 89°36'34" East 537.79 feet to the NW Comer of George Martin Subdivision; thence South 01 °15'50" East 173.00 feet; thence South 89°36'34" East 643.22 feet; thence North 01 °15'50" West 173.00 feet to said North line of Section 26 and the NE Comer of said George Martin Subdivision; thence, along said North line, South 89°36'34" East 1263.98 feet to the Point of Beginning.

Except a parcel of land located in the Southwest Quarter of the Northwest Quarter of Section 26, Township 79 North, Range 26 West of the 5th P.M., Clive, Dallas County, Iowa, more particularly described as follows:

Commencing at the Northwest Corner of Section 26, T79N, R26W of the 5th P.M., Clive, Dallas County, Iowa, thence South 0°00'00" along the West line of NW ¼ of said Section 26, 1,599.01 feet to the Point of Beginning; thence continuing South 0°00'00" 250.00 feet along said West line; thence North 90°00'00" East 650.00 feet; thence North 0°00'00" 290.00 feet; thence North 90°00'00" West 461.20 feet; thence South 19°13'26" West 46.47 feet; thence North 88°43'05" West 173.54 feet to the Point of Beginning

And Except Berkshire North Plats 3, 4, 5, 6, 7, 8, 9, 10 and Shuler Elementary Plat 1, all Official Plats, now included in and forming a part of the City of Clive, Dallas County, Iowa.

And Except land deeded to the City of Clive recorded in Book 2009, Page 11103 and Book 2010, Page 5130.

And Except Parcel 21-125 recorded in Book 2021, Page 32644 in the Office of the Recorder of Dallas Count, Iowa, being of Survey of a part of the of NE ¼ NW ¼ of Section 26, Township 79 North, Range 26 West of the 5th P.M., Clive, Dallas County, Iowa and a part of Outlot Y of Shuler Elementary Plat 1, an Official Plat, Clive, Dallas County, Iowa.

AND

The South 336 feet of the NW 1/4 of the· SW 1/4 of Section 26, Township 79 North, Range 26 West of the 5th P. M., Clive, Dallas County, Iowa, and Beginning 336 feet North of the SW Comer of the NW 1/4 of the SW 1/4 of Section 26, Township 79 North, Range 26 West of the 5th P. M., Dallas County, Iowa, thence North 258 feet, thence East to the West line of the SE 1/4 of said Section, thence South 258 feet, thence West to beginning, and The North 133 feet of the South 727 feet of the N 1/2 of the SW 1/4 of Section 26, Township 79 North, Range 26 West of the 5th P. M.; Clive, Dallas County, Iowa, EXCEPT the North 10 feet of the West 207.1 feet thereof and EXCEPT Berkshire Woods Plat Lan Official Plat, now included in and forming a part of the City of Clive, Dallas County, Iowa.

AND

Outlot W in BERKSHIRE WOODS PLAT 1, an Official Plat, now included in and forming a part of the City of Clive, Dallas County, Iowa together with all easements and servient estates appurtenant thereto, if any, and subject to (a) zoning and other applicable building ordinances, and (b) easements, restrictions and covenants of record, if any.

AND

The North 143 feet pf the West 195 feet of Section 26, Township *19* North, Range 26 West of the 5th P.M., Dallas County, Iowa.

OFFER TO DONATE

Project Name: Alice's Road Reconstruction Phase 1B

Project Number: 123.1396.01

Parcel Number/Name: P11/Doralyn Underberg Revocable Trust

Agreement to donate right of way real estate

As owners of real estate needed for the above referenced project and parcel, and acknowledging the fact that we are entitled to just compensation based upon the City of Clive's approved just compensation of the subject real estate, nevertheless, desire to donate the easement(s). We will execute the necessary conveyance instruments to transfer the easement(s). This donation to the City of Clive is made without any coercive action of any nature.

Doralyn Underberg — 4-15-2026

Signature(s) of Owner(s) — Date

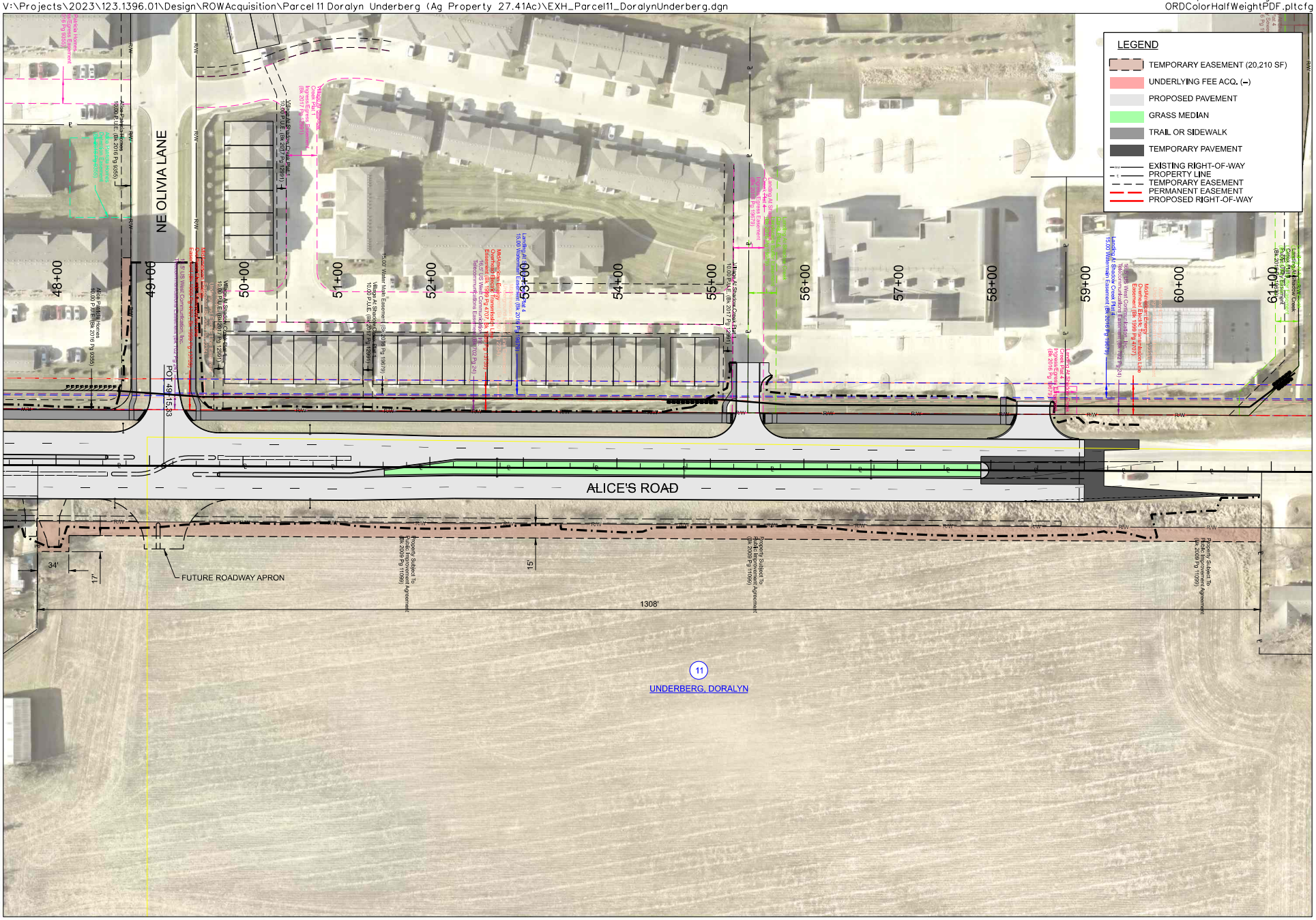
This section for internal use only and to be completed by the right of way acquisition agent.

On 4/15/26, I offered Doralyn Underberg, who is/are the trustee of Doralyn Underberg Revocable Trust, an opportunity to donate easement(s) by:

☒ personal contact ☐ telephone ☒ letter

The offer was: ☒ accepted ☐ declined

Cody Fredericksen - Acquisition Agent



SNYDER & ASSOCIATES

0 70 140
FEET

PARCEL 11 - UNDERBERG DORALYN

Alice's Road Reconstruction | Clive / Waukee, Iowa | 04/10/2025

Memo

TO: Mayor and Council members
FROM: Ryan Mayer, Construction Services Administrator
DATE: May 14, 2026
RE: Resolution Approving First Amendment To Storm Sewer And Overland Flowage Easement - Lot 30, Chayse Landing Plat 1 - 3948 NW 168th Street

SYNOPSIS:
The owner of Lot 30, Chayse Landing Plat 1, 3948 NW 168th Street has requested an amendment to an existing storm sewer and overland flowage easement for installation of a fence within the easement area. The proposed project has been reviewed by City staff who have determined that the installation will not affect the City's ability to maintain the infrastructure within the easement.

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

Attachments:
1. First Amendment signed - 3948 NW 168th St
2. 3948 NW 168th St Resolution

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

FIRST AMENDMENT TO STORM SEWER AND OVERLAND FLOWAGE EASEMENT

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

WHEREAS, Property Owner owns that property known as 3948 NW 168th St. and legally described as Lot 30 of Chayse Landing Plat 1, an Official Plat, now included in and forming a part of the City of Clive, Dallas County, Iowa (hereinafter called "Property"); and

WHEREAS, a Declaration of Private Storm Sewer and Overland Flowage Easement was previously entered on January 26, 2017 and recorded in Book 2017 Page 1742 of the Dallas County Recorder (hereinafter called "Easement"), which prohibited the erection of any structure within the easement area; and

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

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

1. CITY CONSENT TO INSTALLATION OF PROJECT. The City hereby consents to the installation of the Project, which is located within the Easement, provided that the Property Owners install and maintain the fence such that it does not impede the flow of storm/surface water within the Easement Area.

2. MAINTENANCE AND LIABILITY. The property Owners acknowledge and agree that in the event that the City exercises its rights under the Easement, including the rights to construct, reconstruct, repair, replace, enlarge, inspect and

maintain the area(s), The City's duty of restoration for the Easement Area shall be limited to grading and replacing grass. In no event shall the City be responsible for any reconstruction, replacement, repair or maintenance of the fence or any improvements or structure located within the Easement Area.

3. NO OTHER CHANGE. Except as amended herein, each and every term, condition, warranty and provision of the Easement shall remain in full force and effect, and such are hereby ratified, confirmed and approved by the parties hereto.

4. RUNS WITH THE LAND. This Amendment shall be deemed to run with the land and shall be binding on the Property Owner and on the Property Owner's heirs, successors and assigns.

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

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

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

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

Dated this 4th day of May, 2026.

By: Ashraf Gendy
Ashraf Gendy

By: Mariam Armanyos
Mariam Armanyos

STATE OF IOWA)
) SS:
COUNTY OF Polk)

Subscribed and sworn to before me by Ashraf Gendy on this 4th day of May 2026.

Maritza Alarcon
Notary Public in and for the State of Iowa

My commission expires: 6.1.2026

MARITZA ALARCON
Commission Number 848459
My Commission Expires
June 1, 2026

STATE OF IOWA)
) SS:
COUNTY OF Polk)

Subscribed and sworn to before me by Mariam Armanyos on this 4th day of May 2026.

Maritza Alarcon
Notary Public in and for the State of Iowa

My commission expires: 6.1.2026

MARITZA ALARCON
Commission Number 848459
My Commission Expires
June 1, 2026

CITY OF CLIVE, IOWA

By _____
John Edwards, Mayor

ATTEST:

_____
Matthew D. Graham, City Clerk

STATE OF IOWA)
) SS
COUNTY OF POLK)

On this ___ day of _____, 2026, before me, _____, a Notary Public in and for the State of Iowa, personally appeared John Edwards and Matthew D. Graham, to me personally known, and, who being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Clive, Iowa; that the seal affixed to the foregoing instrument is the corporate seal of the corporation; and that the instrument was signed and sealed on behalf of the corporation, by authority of its City Council, as contained in Resolution No. _____ adopted by the City Council, under Roll Call of the City Council on the ____ day of _____, 20__, and that John Edwards and Matthew D. Graham acknowledged the execution of said instrument to be their voluntary act and deed and the voluntarily act and deed of the corporation, by it voluntarily executed.

_____
Notary Public in and for the State of Iowa

My commission expires:_____

RESOLUTION NO. _____

RESOLUTION ACCEPTING
FIRST AMENDMENT TO STORM SEWER AND OVERLAND FLOWAGE EASEMENT FOR
CHAYSE LANDING PLAT 1, LOT 30 – 3948 NW 168TH STREET

WHEREAS, the owner of Chayse Landing Plat 1, Lot 30 in the City of Clive, Iowa (the "Property") has submitted to the City of Clive a First Amendment to Storm Sewer and Overland Flowage Easement to permit the installation of a fence within the easement area on the Property; and

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

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

That the First Amendment to Storm Sewer and Overland Flowage Easement (hereinafter called "Amendment") regarding Chayse Landing Plat 1, Lot 30, is hereby accepted and approved by the City Council of the City of Clive, that the Mayor is hereby authorized to execute such Amendment on behalf of the City, and the City Clerk to attest to his signature, and that the City Clerk is hereby authorized and directed to file the Amendment with the Dallas County Recorder.

PASSED AND APPROVED this 14th day of May, 2026.

By: _____
John Edwards, Mayor

ATTEST:

_____
Matthew D. Graham, City Clerk

Memo

TO: Mayor and Council members
FROM: Ryan Mayer, Construction Services Administrator
DATE: May 14, 2026
RE: Resolution Approving First Amendment To Overland Flowage Easement - Lot 7, Country Club Plat 3 - 14032 Lakeview Drive

SYNOPSIS:
The owner of Lot 7, Country Club Plat 3, 14032 Lakeview Dr. has requested an amendment to an existing overland flowage easement for installation of a fence within the easement area. The proposed project has been reviewed by City staff who have determined that the installation will not affect the City's ability to maintain the infrastructure within the easement.

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

Attachments:
1. First Amendment signed - 14032 Lakeview Dr
2. 14032 Lakeview Dr- Resolution

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

FIRST AMENDMENT TO OVERLAND FLOWAGE EASEMENT

This First Amendment to Overland Flowage Easement (hereinafter called "Amendment") is entered into by and between Anthony Longnecker and Laurie Longnecker (hereinafter called "Property Owners") and the CITY OF CLIVE, IOWA, a municipal corporation (hereinafter called "City").

WHEREAS, Property Owner owns that property known as 14032 Lakeveiw Dr and legally described as Lot 7 of Country Club Plat 3, an Official Plat, now included in and forming a part of the City of Clive, Dallas County, Iowa (hereinafter called "Property"); and

WHEREAS, a Declaration of Overland Flowage Easement was previously entered on October 31, 1989 and recorded in Book 6167 Page 937 of the Polk County Recorder (hereinafter called "Easement"), which prohibited the erection of any structure within the easement area; and

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

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

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

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

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

2. NO OTHER CHANGE. Except as amended herein, each and every term, condition, warranty and provision of the Easement shall remain in full force and effect, and such are hereby ratified, confirmed and approved by the parties hereto.

3. RUNS WITH THE LAND. This Amendment shall be deemed to run with the land and shall be binding on the Property Owner and on the Property Owner's heirs, successors and assigns.

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

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

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

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

Dated this 6th day of May, 2026.

By: _____
Anthony Longnecker

By: _____
Laurie Longnecker

STATE OF IOWA)
) SS:
COUNTY OF Polk)

Subscribed and sworn to before me by Anthony Longnecker on this 6th day of May 2026.

Maritza Alarcon
Notary Public in and for the State of Iowa

My commission expires: 6.1.2026

MARITZA ALARCON
Commission Number 848459
My Commission Expires
June 1, 2026

STATE OF IOWA)
) SS:
COUNTY OF Polk)

Subscribed and sworn to before me by Laurie Longnecker on this 6th day of May 2026.

Maritza Alarcon
Notary Public in and for the State of Iowa

My commission expires: 6.1.2026

MARITZA ALARCON
Commission Number 848459
My Commission Expires
June 1, 2026

CITY OF CLIVE, IOWA

By _____
John Edwards, Mayor

ATTEST:

_____
Matthew D. Graham, City Clerk

STATE OF IOWA)
) SS
COUNTY OF POLK)

On this ___ day of _____, 2026, before me,_____, a Notary Public in and for the State of Iowa, personally appeared John Edwards and Matthew D. Graham, to me personally known, and, who being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Clive, Iowa; that the seal affixed to the foregoing instrument is the corporate seal of the corporation; and that the instrument was signed and sealed on behalf of the corporation, by authority of its City Council, as contained in Resolution No. _____ adopted by the City Council, under Roll Call of the City Council on the ____ day of _____, 20__, and that John Edwards and Matthew D. Graham acknowledged the execution of said instrument to be their voluntary act and deed and the voluntarily act and deed of the corporation, by it voluntarily executed.

_____
Notary Public in and for the State of Iowa

My commission expires:_____

RESOLUTION NO. _____

RESOLUTION ACCEPTING
FIRST AMENDMENT TO OVERLAND FLOWAGE EASEMENT FOR
COUNTRY CLUB PLAT 3, LOT 7 – 14032 LAKEVIEW DR

WHEREAS, the owner of Country Club Plat 3, Lot 7 in the City of Clive, Iowa (the "Property") has submitted to the City of Clive a First Amendment to Overland Flowage Easement to permit the installation of a fence within the easement area on the Property; and

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

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

That the First Amendment to Overland Flowage Easement (hereinafter called "Amendment") regarding Country Club Plat 3, Lot 7, 14032 Lakeview Dr. is hereby accepted and approved by the City Council of the City of Clive, that the Mayor is hereby authorized to execute such Amendment on behalf of the City, and the City Clerk to attest to his signature, and that the City Clerk is hereby authorized and directed to file the Amendment with the Polk County Recorder.

PASSED AND APPROVED this 14th day of May, 2026.

By: _____
John Edwards, Mayor

ATTEST:

_____
Matthew D. Graham, City Clerk

Memo

TO: Mayor and Council members
FROM: Ryan Mayer, Construction Services Administrator
DATE: May 14, 2026
RE: Resolution Approving First Amendment To Overland Flowage Easement - Lot 11, Shadow Creek Plat 10 - 18004 Alpine Drive

SYNOPSIS:
The owner of lot 11 of Shadow Creek Plat 10, 18004 Alpine Dr. has requested an amendment to an existing overland flowage easement for installation of a fence within the easement area. The proposed project has been reviewed by City staff who have determined that the installation will not affect the City's ability to maintain the infrastructure within the easement.

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

Attachments:
1. First Amendment signed - 18004 Alpine Dr
2. 18004 Alpine Dr- Resolution

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

FIRST AMENDMENT TO OVERLAND FLOWAGE EASEMENT

This First Amendment to Overland Flowage Easement (hereinafter called "Amendment") is entered into by and between Lindsey Ralston (hereinafter called "Property Owner") and the CITY OF CLIVE, IOWA, a municipal corporation (hereinafter called "City").

WHEREAS, Property Owner owns that property known as 18004 Alpine Dr and legally described as Lot 11 of Shadow Creek Plat 10, an Official Plat, now included in and forming a part of the City of Clive, Dallas County, Iowa (hereinafter called "Property"); and

WHEREAS, a Declaration of Overland Flowage Easement was previously entered on September 26, 2022 and recorded in Book 2022 Page 20720 of the Dallas County Recorder (hereinafter called "Easement"), which prohibited the erection of any structure within the easement area; and

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

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

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

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

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

2. NO OTHER CHANGE. Except as amended herein, each and every term, condition, warranty and provision of the Easement shall remain in full force and effect, and such are hereby ratified, confirmed and approved by the parties hereto.

3. RUNS WITH THE LAND. This Amendment shall be deemed to run with the land and shall be binding on the Property Owner and on the Property Owner's heirs, successors and assigns.

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

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

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

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

Dated this 6th day of May, 2026.

By: Lindsey Ralston
Lindsey Ralston

STATE OF IOWA)
) SS:
COUNTY OF Polk)

Subscribed and sworn to before me by Lindsey Ralston on this 6th day of May 2026.

Notary Public in and for the State of Iowa

My commission expires: 12/03/26

LARRY SLOAN
Commission Number 828680
My Commission Expires
12/03/2026

CITY OF CLIVE, IOWA

By _____
John Edwards, Mayor

ATTEST:

_____
Matthew D. Graham, City Clerk

STATE OF IOWA)
) SS
COUNTY OF POLK)

On this ___ day of _____, 2026, before me,_____, a Notary Public in and for the State of Iowa, personally appeared John Edwards and Matthew D. Graham, to me personally known, and, who being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Clive, Iowa; that the seal affixed to the foregoing instrument is the corporate seal of the corporation; and that the instrument was signed and sealed on behalf of the corporation, by authority of its City Council, as contained in Resolution No. _____ adopted by the City Council, under Roll Call of the City Council on the ____ day of _____, 20__, and that John Edwards and Matthew D. Graham acknowledged the execution of said instrument to be their voluntary act and deed and the voluntarily act and deed of the corporation, by it voluntarily executed.

_____
Notary Public in and for the State of Iowa

My commission expires:_____

RESOLUTION NO. _____

RESOLUTION ACCEPTING
FIRST AMENDMENT TO OVERLAND FLOWAGE EASEMENT FOR
SHADOW CREEK PLAT 10, LOT 11 – 18004 ALPINE DR

WHEREAS, the owner of Shadow Creek Plat 10, Lot 11 in the City of Clive, Iowa (the "Property") has submitted to the City of Clive a First Amendment to Overland Flowage Easement to permit the installation of a fence within the easement area on the Property; and

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

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

That the First Amendment to Overland Flowage Easement (hereinafter called "Amendment") regarding Shadow Creek Plat 10, Lot 11, 18004 Alpine Dr. is hereby accepted and approved by the City Council of the City of Clive, that the Mayor is hereby authorized to execute such Amendment on behalf of the City, and the City Clerk to attest to his signature, and that the City Clerk is hereby authorized and directed to file the Amendment with the Dallas County Recorder.

PASSED AND APPROVED this 14th day of May, 2026.

By: _____
John Edwards, Mayor

ATTEST:

_____
Matthew D. Graham, City Clerk

Memo

TO: Mayor and Council members
FROM: Mela Nisic, Human Resources Specialist
DATE: May 14, 2026
RE: Resolution Approving Amended Job Description for Full-Time Position

SYNOPSIS:
Staff has prepared the amended job descriptions for the Fire Lieutenant position with the City of Clive for City Council's review and approval.

Attachments:
1. Approve Amended Job Description May 14 2026
2. FD Lieutenant Job Description

RESOLUTION NO. _____

RESOLUTION APPROVING AMENDED JOB DESCRIPTION FOR FULL-TIME POSITION

WHEREAS, as an ongoing personnel matter, the City of Clive is desirous of approving the Fire Lieutenant (Full-Time) position with the City of Clive.

WHEREAS, the City of Clive has prepared the job description for the Fire Lieutenant (Full-Time) position with the City of Clive. WHEREAS, after reviewing such descriptions, the City Council desires to approve such job description.

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

That the amended and new job descriptions for the position listed above, as presented to the City Council on this date, are hereby approved by the City Council.

PASSED AND APPROVED this 14th day of May 2026.

_____
John Edwards, Mayor

ATTEST:

_____
Matthew Graham, City Clerk

POSITION

Lieutenant

DEPARTMENT

Fire

FLSA CLASSIFICATION

Non-Exempt

FACILITY AND WORK AREA

City of Clive Fire Stations plus other sites and locations generally within the City of Clive.

JOB SUMMARY

Under the administration of the Assistant Chief of Operations, and the general direction of other Chief Officers, provides decisive leadership in all phases of firefighting and emergency medical operations. Directs and participates in emergency response activities: plans, prioritizes, and assigns work; enforces rules, regulations, and professional standards; and leads comprehensive training across all areas of fire suppression and emergency medical services. Drives personnel performance through mentorship, motivation, and accountability, and upholds consistent follow-through on assignments. Ensures that all actions, decisions, and performance consistently support and uphold the City and Department's mission, core values, goals, and objectives.

JOB FUNCTIONS

Examples of Essential Job Functions

- Provides first-line supervision on scheduled shifts. Responsible for the preparation and maintenance of a work schedule and work completion by firefighters and medics on the assigned shift.
- Disseminates administrative and policy directions to the firefighters and medics and ensures their compliance with City policy, departmental rules and regulations, and any applicable local, state, and federal laws.
- Assists the Assistant Chief of Operations with scheduling in accordance with department policy.
- Observes and participates in project work and makes decisions as to quality of work and whether it meets departmental standards.
- Supervises firefighters, firefighting teams, medics, and rescue teams during emergency operations. Performs firefighting, rescue, and emergency medical care as required.
- Responds to alarms to determine and direct the appropriate firefighting methods relating to life and property protection. Assumes Incident "Command" in accordance with National Incident Management System (NIMS) of the emergency scene unless formally relieved through transfer of command by a higher ranking or equivalent officer.
- Supervises the safe response and operation of emergency apparatus.
- Promotes and maintains positive working relationships between part-time and career firefighters.
- Reviews and recommends procedural changes, needed equipment, and maintenance.
- Encourages and promotes compliance with safety rules and the use of safety equipment.
- Notifies the Assistant Chief of Operations regarding incidents and issues of interest and concern for the efficient operations of the department.

- Communicates with others during emergency operations with radio, portable telephone, or other electronic devices and apps.
- Oversees maintenance of apparatus, buildings and equipment.
- Participates and instructs in drills, demonstrations and courses in emergency medical care techniques, firefighting techniques and other emergency skills.
- Prepares reports as required.
- Maintains familiarity with the community.
- Community relations, education, and community risk reductions activities to improve community safety and enhance department reputation.
- Effective and professional communication with the public, personnel, neighboring agencies, dispatch, law enforcement, and medical staff.
- Attends training seminars, conferences, classes as assigned, and extra training as required for the position.
- Reliable and regular attendance is an essential function of this position.
- Conducts annual performance reviews with assigned staff.
- Supervises and performs life-safety inspections and other fire related activities.
- Receives incoming calls from individuals regarding questions, concerns, or complaints and gives out appropriate information. Inform and consult with Assistant Chief of Operations on difficult cases as necessary.
- Assists other City departments as directed.

Perform other duties as assigned or apparent.

PHYSICAL AND ENVIRONMENTAL CHARACTERISTICS

Required Physical Activities

Climbing, balancing, stooping, kneeling, crawling, reaching, standing, walking, pushing, pulling, lifting, finger dexterity, grasping, feeling, talking, hearing.

Physical Characteristics of the Job

This position can be classified as heavy work requiring exertion of up to fifty (50) to one hundred (100) pounds of force occasionally, and/or twenty-five (25) to fifty (50) pounds of force frequently, and/or ten (10) to twenty (20) pounds of force constantly. However, occasionally the employee may push, pull, or lift extremely heavy objects such as a human or a motor vehicle.

Environmental Conditions

The work is performed both inside and outside and includes seasonal exposure to cold and heat. The worker is also exposed to darkness and poor lighting, fumes/odors, isolation, moving machinery, noise, visual strain, unprotected heights, wearing a respirator, working on uneven ground, mechanical hazards, biological hazards, medical and bodily injury. Also, the work may expose the employee to significant workplace pressure, and irregular hours.

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.

Essential Job Tasks

As referenced in NFPA 1582. (See Attachment A)

EQUIPMENT AND MATERIALS USED

Emergency response trucks and attachments, car/light truck, air compressor, pumps, saws, grinder, ladder, pick-axe, generator, chains, extension cords, measuring equipment, hazardous chemicals and materials, computer hardware and software, hoses, oils, traffic control equipment, SDS documentation, City of Clive Code of Ordinances, Code of Iowa, Iowa DNR Rules, Iowa EMS Rules, locally adopted Fire Code(s), NFPA Standards, Federal Register, Personnel Policy Manual, calculator, photographic equipment, fax machine, photocopier, telephone, computers, iPads, mobile and portable radio.

EMPLOYMENT STANDARDS

Required Knowledge, Skills and Abilities

- Must be able to adapt to situations involving the interpretations of feelings and personal point of view.
- Must have an understanding of the Clive Fire Department Policies and Procedures, Standard Operating Guidelines (SOG's) and Standard Operating Procedures (SOP's).
- Knowledge of local fire and emergency medical operations.
- Knowledge of fire, rescue and emergency medical techniques.
- Knowledge of hazardous materials operations.
- Knowledge of local fire codes, building construction and fire behavior.
- Must be knowledgeable in Iowa Department of Public Health EMS rules.
- Ability to maintain favorable working relationships with co-workers, supervisors, city officials, the officials of other jurisdictions, the business community and the general public.
- Must be able to work as team leader under stress caused by emergencies, danger or criticism.
- Ability to solve problems with several abstract and concrete variables using logic and scientific thinking.
- Ability to perform arithmetic, algebraic calculations.
- Ability to read, write and comprehend the English language.
- Ability to use PC based computer programs.
- Ability to perform all job duties safely and in accordance with applicable rules, guidelines, policies and training.

EDUCATION, TRAINING, AND EXPERIENCE

Education Required

High school diploma, HiSET (formerly known as GED), or high school equivalency diploma

Education Preferred

Associate's Degree in Fire Administration, Fire Science, Emergency Medical Services, Business/Public Administration or related field.

Training Required

Paramedic or RN exception certified through the Iowa Department of Public Health, Firefighter II, Instructor I, Fire Officer I, and Hazardous Materials Operations level certifications.

Experience Required

Five (5) years of fire suppression and emergency medical services (EMS) experience.

Two (2) years of supervisory experience in a lieutenant or acting officer capacity.

Required Qualifications

Must be at least eighteen (18) years of age, shall generally be available for off-duty meetings, phone calls and special assignments; must pass a department physical agility test; must pass a physical fitness examination by a medical doctor approved by the City of Clive; must comply with the City of Clive's residency requirements; must possess and maintain a valid driver's license in accordance with City policy.

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.

JOB RESPONSIBILITIES RELATED TO PATIENT PRIVACY

The employee is expected to protect the privacy of all patient information in accordance with the Clive Fire Department's privacy policies, procedures and practices as required by state and federal law and in accordance with general principles of professionalism as a health care provider or privileged ancillary staff member. Failure to comply with the department and City policies and procedures on patient privacy may result in disciplinary action up to and including termination of employment, membership or association with the City of Clive Fire Department.

The employee may access protected health information and other patient information only to the extent that is necessary to complete job duties. The employee may only share such information with those who have a need to know specific patient information you have in your possession to complete their job responsibilities related to treatment, payment or quality assurance and improvement operations.

The employee is expected and encouraged to report, without threat of retaliation, any concerns regarding department and City policies and procedures on patient privacy and any observed practices in violation of that policy to the designated privacy officer.

The employee is expected to actively participate in department and City privacy training and is required to communicate privacy policy information to coworkers, students, patients and others in accordance with department and City policy.

Attachment A

Essential Job Tasks (Reference: NFPA 1582)

- Performing fire-fighting tasks (e.g., hose line operations, extensive crawling, lifting and carrying heavy objects, ventilating roofs or walls using power or hand tools, forcible entry), rescue operations, and other emergency response actions under stressful conditions while wearing personal protective ensembles and self-contained breathing apparatus (SCBA), including working in extremely hot or cold environments for prolonged time periods.
- Wearing an SCBA, which includes a demand valve-type positive-pressure face piece and HEPA filter masks, which require the ability to tolerate increased respiratory workloads.
- Exposure to toxic fumes, irritants, particulates, biological (infectious) and non-biological hazards, and/or heated gases, despite the use of personal protective ensembles and SCBA.
- Climbing six or more flights of stairs while wearing fire protective ensemble weighing at least 50 lb (22.6 kg) or more and carrying equipment/tools weighing an additional 20 to 40 lb (9 to 18 kg).
- Wearing fire protective ensemble that is encapsulating and insulated, which will result in significant fluid loss that frequently progresses to clinical dehydration and can elevate core temperature to levels exceeding 102.2 degrees F (39 degrees C).
- Searching, finding, and rescue-dragging or carrying victims ranging from newborns up to adults weighing over 200 lb (90 kg) to safety despite hazardous conditions and low visibility.
- Advancing water-filled hose lines up to 2 ½ in. (65 mm) in diameter from fire apparatus to occupancy [approximately 150 ft (50 m)], which can involve negotiating multiple flights of stairs, ladders, and other obstacles.
- Climbing ladders, operating from heights, walking or crawling in the dark along narrow and uneven surfaces, and operating in proximity to electrical power lines and/or other hazards.
- Unpredictable emergency requirements for prolonged periods of extreme physical exertion without benefit of warm-up, scheduled rest periods, meals, access to medications(s), or hydration.
- Operating fire apparatus or other vehicles in an emergency mode with emergency lights and sirens.
- Critical, time-sensitive, complex problem solving during physical exertion in stressful, hazardous environments, including hot, dark, tightly enclosed spaces that is further aggravated by fatigue flashing lights, sirens, and other distractions.
- Ability to communicate (give and comprehend verbal orders) while wearing personal protective ensembles and SCBA under conditions of high background noise, poor visibility, ad drenching from hose lines and/or fixed protection systems (sprinklers).
- Functioning as an integral component of a team, where sudden incapacitation of a member can result in mission failure or in risk of injury or death to civilians or other team members.

Memo

TO: Mayor and Council members
FROM: Mela Nisic, Human Resources Specialist
DATE: May 14, 2026
RE: Approve Pay Rate - Brandon Burgess - Public Works Operations Specialist - $28.61/Hr - Effective 05/26/2026

SYNOPSIS:

Staff recommends approval of the appointment of Brandon Burgess to the position of Public Works Maintenance with the City of Clive. Brandon has been employed by the City as a seasonal Public Works employee since May 2023. During that time, he has demonstrated a strong work ethic, reliability, and a positive attitude while supporting various Public Works operations. After initially working in a seasonal capacity for several weeks, he will continue to contribute to the team and has gained valuable hands-on experience in the department.

Based on his performance and familiarity with City operations, staff extended a full-time employment offer for the Public Works Maintenance position. In addition to his work with the City, Brandon serves as an active member of the Iowa Army National Guard, reflecting his commitment to public service and community.

Staff recommends Council approval of this appointment.

Attachments:
1. PW Operations Specialist Job Description
2. Burgess Offer
3. Burgess Resume

City of Clive (IA)

Operations Specialist - Public Works

CLASS CODE	OPSPPW	**SALARY**	$27.78 Hourly
ESTABLISHED DATE	July 06, 2023	**REVISION DATE**	November 10, 2025

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 EXPERIENCE

Required 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 CHARACTERISTICS

Required 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: **Brandon Burgess**

From: **Matt McQuillen, City Manager**

Date: **April 24, 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 **May 14, 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:	**May 26, 2026**
Beginning Salary:	**$28.61/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.

Brandon Burgess 04/25/2026
Brandon Burgess (Apr 25, 2026 15:12:05 CDT)
Brandon Burgess Date

Matt McQuillen 4-24-26
Matt McQuillen, City Manager Date

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

Burgess, B. PW Operations Specialist Offer

Final Audit Report 2026-04-25

Created:	2026-04-24
By:	Alexandra Adams (aadams@cityofclive.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAASoXpeFxCJT2PIT__flcSBCS8DRn2XjZE

"Burgess, B. PW Operations Specialist Offer" History

Document created by Alexandra Adams (aadams@cityofclive.com)
2026-04-24 - 4:58:48 PM GMT

Document emailed to Brandon Burgess (btburgess6@gmail.com) for signature
2026-04-24 - 4:58:52 PM GMT

Email viewed by Brandon Burgess (btburgess6@gmail.com)
2026-04-25 - 8:09:38 PM GMT

Document e-signed by Brandon Burgess (btburgess6@gmail.com)
Signature Date: 2026-04-25 - 8:12:05 PM GMT - Time Source: server

Agreement completed.
2026-04-25 - 8:12:05 PM GMT

Memo

TO: Mayor and Council members
FROM: Mark Rehberg, Captain / Operations Commander
DATE: May 14, 2026
RE: 1st Consideration of Proposed Ordinance 1178 Amending Title 6, Chapter 7, Personal Transportation and Mobility Devices

SYNOPSIS:
First consideration of a proposed ordinance for Title 6, Chapter 7. Amending the current ordinance to address changes in modes of transportation, riding etiquette and safety on streets, multi-use trails and sidewalks. Included is a memorandum outlining changes, a redlined version of the prior proposed ordinance, along with a clean version, a PowerPoint addressing the redlined changes and a side-by-side comparison of the enacted ordinance for the City of Ankeny and the proposed ordinance for the City of Waukee.

Attachments:
1. Scooter Final Council Update
2. Trail Safety
3. Most recent Clean Version - redline
4. Most recent Clean Version - final
5. Side by side of ordinances

Clive Police
8800 Hickman Road
Clive, IA 50325
515.278.1312
cityofclive.com

To: Mayor and Council
From: Mark Rehberg, Chief of Police
Date: 7 May 2026
Re: Proposed E-bike, Scooter and Trail Safety Ordinance

Mayor and Council,

As you know, we have been working regionally on a solution for trail safety and the increased use of electronic transportation devices on city streets, sidewalks and multi-use trails. On this council agenda, is a proposed ordinance that has similar language to Ankeny and Waukee, and the ordinances they are in the process of enacting. This has been a complete re-write of what we currently operate under for bicycles and some e-bikes, and this document will outline some of the changes proposed. I feel this has been a process where smart, reasonable rules are being put into place that will prepare the community through education and easily allow us to enforce park and trail safety issues and offer accountability for individual actions at the same time, regardless of offender age.

Since the last updated ordinance proposal, additional changes have been made to what has already been presented. These changes are redlined in the attached ordinance, and the older version is included for reference. These changes were made so that we can remain as consistent as possible with our surrounding communities (Waukee and Ankeny for now) and take into consideration comments from the park board and residents in general. These are outlined below.

6-7-2 Definitions: Adds definitions from the State Code of Iowa for **"Roadway"** and **"Street"**.

6-7-3 Stopping: Adds a section to address brakes specifically for bicycles, electric scooters, low-speed electric bicycles, etc… These are specifically identified outside of the definition for personal transportation device and as a safety matter.

6-7-8 Place of Riding:

1. (b) - Requires an operator of these devices to use bicycle lanes or multi-use trails when they are adjacent to the roadway.
1. (c) - When riding a **personal mobility device** on a public street in accordance with sub-section 1(a), where no sidewalk or trail is adjacent to the street, a rider shall only be on streets with speed limits of 25 MPH or less. This does not include bicycles or electric low-speed bicycles. (This does differ from the Waukee

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ordinance. The Waukee council had a desire to keep cyclists from riding on streets with higher speeds and more congestion.
2. (e) – Prohibits these devices from use on Public Land where signage is posted. (Greenbelt, park playgrounds, etc…). This is being done as a measure to ensure the safety and safe keeping of City parks and property.

It should be noted that this will require acceptance by some trail users, that some of these devices they are not used to seeing in the Greenbelt may now be allowed on our trail system. The definition of scooter for example;

"Electric scooter" means a device weighing less than one hundred pounds that is equipped with one, two, or three wheels, with or without handlebars, with or without a seat or saddle, and an electric motor, and which is powered either solely by the rider or by an electric motor capable of propelling the device without additional propulsion supplied by the rider, at a maximum speed on a paved level surface of no more than twenty miles per hour.

This could include some smaller scooters that resemble e-motos. This will require that the device is evaluated on a case-by-case basis.

6-7-9 Traffic Code Applies:

4. (a) – Adds safety rules for lighting, reflectors (Color and visibility, etc…).
4. (c) - Allows some lighting to be worn on the rider's person.

6-7-10 Responsible Riding:

1. Adds requirement to safely emerge from alley or driveway.
2. Require riders of these devices to yield right-of-way to pedestrians on foot.

8. Requires riders to give an audible notice, when possible, to pedestrians as they approach from the rear. Sirens and whistles are not allowed.

6-7-12 Scope of Regulations: Adds this new paragraph to apply ordinance to all devices unless excepted within the ordinance.

6-7-13 Violations; Penalty: Renumbered this paragraph. Allows a citation with $25 fine to be issued. There will be a year period of education prior to active enforcement of the ordinance.

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As spring arrives, we have had a few calls for service regarding the use of E-Moto's and golf carts on the trail system. On April 30th, the Governor signed Senate File 490 which relates to the maximum power output for low-speed electric bicycles and pedestrian conveyances. SF490 limits these devices to no more than 750 watts of power. Any low-speed electric bicycle or personal conveyance with an electric motor greater than 750 watts will now be subject to the rules of Iowa Code chapter 321 (registration, license, lighting, turn signals, insurance, etc…) just like any other motor vehicle.

While Golf Carts, Low Speed Vehicles and Utility Vehicles are not specifically addressed in this ordinance, we are responding and educating as we find those using those vehicles, as well. I have not had any feedback from the community or City Staff in relation to the proposed ordinance for Clive, however, Waukee has had significant comments from cyclists and the bicycle coalition, as they are proposing limiting the use of bicycles to city streets of 25 MPH or less. This ordinance was tables at the second reading and will go back into a work session.

Education with these users will be the focal point as we move forward with the readings of the ordinance. Our School Resource Officer is already involved with the school and is planning on hosting a parent/Child education program at the police department on several Saturdays throughout the summer.

I welcome the opportunity to present this to you for a first reading on May 14th and would happily answer any questions you have.

Thank you in advance.

Mark Rehberg
Chief of Police

Proposed Ordinance Change

Chapter 7:

PERSONAL TRANSPORTATION AND MOBILITY DEVICES

Complete overhaul of current bicycle ordinance

- Cleans up the formatting
- Includes modes of transportation not considered before
- Will require acceptance of new modes of transport on the trail system
- Allows for an educational period, through the Schools, Social Media and Directed Enforcement

- SF490 redefines **Low Speed Electric Bicycles** –
  - Class 1, 2 and 3
  - Size of electric motor and speed will define the differences
  - Not more than 750 watts
- E Motos
  - Most sizes of E Motos will not meet this definition
  - Many considered Motorized Bicycles or Mopeds
  - SF490 – 321 Code is now applicable to LSEB or other modes of PC with >750-watt motor

Added Definitions 6-7-2

Roadway

- **"Roadway"** means that portion of a highway improved, designed, or ordinarily used for vehicular travel.
- *(Code of Iowa, Sec. 321.1(65)*

Street

- **"Street"** means the entire width between property lines of every way or place of whatever nature when any part thereof is open to the use of the public, as a matter of right, for purposes of vehicular traffic.
- *(Code of Iowa, Sec. 321.1(78)*

Stopping 6-7-3

- Paragraph 1 requires operation at a reasonable speed.
- Added paragraph 2 requiring brakes.
- Brakes Required. Every bicycle, electric scooter, low-speed electric bicycle, motorized bicycle, other or power-driven mobility device (OPDMD) shall be equipped with a brake which allows the device to come to a complete stop within a safe distance.
- *(Code of Iowa, Sec. 321.236[10])*

Place of Riding 6-7-8

Roadways and Streets

- Requires an operator of a device on a roadway to follow applicable rules as other drivers.
- Requires use of a bike lane or multi-use trail if it is adjacent to the roadway.
  - Hickman Road corridor/ Country Club Blvd.
- Limits Pedestrian Conveyance use to residential streets (25 mph or under)
  - Bicycles and LSEB are not considered modes of Pedestrian Conveyance

Sidewalks and Multi-use trails

- Will permit operation on Sidewalks and trails
  - Must conform to motor size/speed limitations
- E Motos or Mopeds not allowed
- Established speed limit of 20 MPH
- Use on Public Land **Prohibited** where signage is posted
  - Playgrounds, soft surface areas, outside of designated areas for trail riding in the Greenbelt, etc… (Clive Park Board)

Additional Safety Measures

Traffic Code Applies 6-7-9

- Adds lighting requirements in line with existing Iowa Code.
- Allows for lights to be worn on the rider.

Responsible Riding 6-7-10

- Operators of PTDs must yield to pedestrians at sidewalks, alleys or vehicles when entering roadway.
- PTD Riders must yield ROW to Cyclists. Cyclists yield ROW to pedestrians.
- Audible Notice Required when approaching or passing from the rear. (Clive Park Board).

Adverse actions towards Cyclists and penalties.

Actions Against Bicycles and PTDs

- A person operating a motor vehicle shall not steer the motor vehicle unreasonably close to or toward a dismounted pedestrian or operator of a PTD, nor shall they project objects toward same.
- Violations of this section would be enforced as a criminal matter.

Penalty

- Not enforced until July 1, 2027.
- Establishes a non-traffic fine of $25.00, similar to a parking ticket.

Next steps

Feedback

- Received input from the Clive Park Board
- Received input from Staff
- Proposed ordinance has been shared with the Iowa Bicycle Coalition
- Public comment has been limited to calls for service and reports of speed on the trails. Nothing specific to this proposed ordinance
- City Legal has conducted a review and their input was incorporated.

First reading

- Comment from Ankeny and Waukee were taken into consideration with this ordinance.
- Barring additional questions, I am recommending that this be proposed ordinance be presented for a first reading. I hope to receive some public comment and get the communities opinion on the direction we are heading.

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

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

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

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

CHAPTER 7
PERSONAL TRANSPORTATION AND MOBILITY DEVICES

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

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

1. ~~**321.1(40)(c) =**~~ **"Bicycle"** means either of the following:
    a. A device having two wheels and having at least one saddle or seat for the use of a rider which is propelled by human power.
    b. A device having two or three wheels with fully operable pedals and an electric motor of less than seven hundred fifty watts (one horsepower), whose maximum speed on a paved level surface, when powered solely by such a motor while ridden, is less than twenty miles per hour.

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

2. **"Bicycle lane"** means a portion of a street designed for exclusive or preferential use by people using bicycles, electric scooters, or personal transportation devices. Bicycle lanes are distinguished from the portion of the street used for motor vehicle traffic by physical barriers, striping, marking, or other similar device.
3. **"Electric scooter"** means a device weighing less than one hundred pounds that is equipped with one, two, or three wheels, with or without handlebars, with or without

a seat or saddle, and an electric motor, and which is powered either solely by the rider or by an electric motor capable of propelling the device without additional propulsion supplied by the rider, at a maximum speed on a paved level surface of no more than twenty miles per hour.

4. ~~**321.1(20B) –**~~ **"Electric personal assistive mobility device"** means a self-balancing, non-tandem two-wheeled device powered by an electric propulsion system that averages seven hundred fifty watts and is designed to transport one person, with a maximum speed on a paved level surface of less than twenty miles per hour. The maximum speed shall be calculated based on operation of the device by a person who weighs one hundred seventy pounds when the device is powered solely by the electric propulsion system.

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

5. ~~**321.235B –**~~ **"Low-speed electric bicycle"** means a device ~~having~~ equipped with a saddle or seat for the use of a rider, two or three wheels, ~~equipped with~~ fully operable pedals, and an electric motor ~~of less than~~ that produces not more than seven hundred fifty watts ~~that meets~~ and is classified in accordance with the following requirements of ~~one of the following classes~~ as defined in Iowa Code Section 321.1(36A):
    a. "Class 1 low-speed electric bicycle" means a low-speed electric bicycle equipped with a motor that may be used to provide assistance only when the rider is pedaling and that ceases to provide assistance when the bicycle reaches a speed of twenty miles per hour or more.
    b. "Class 2 low-speed electric bicycle" means a low-speed electric bicycle equipped with a motor that may be used exclusively to propel the bicycle and that is not capable of providing assistance when the bicycle reaches a speed of twenty miles per hour or more.
    c. "Class 3 low-speed electric bicycle" means a low-speed electric bicycle equipped with a motor that may be used to provide assistance only when the rider is pedaling and that ceases to provide assistance when the bicycle reaches a speed of twenty-eight miles per hour or more.

(Code of Iowa, Sec. 321.235B)

6. ~~**321.1(40)(a) –**~~ **"Motorcycle"** means every motor vehicle having a saddle or seat for the use of the rider and designed to travel on not more than three wheels in contact with the ground, including a motor scooter but excluding a tractor and a motorized bicycle. This definition includes electric motorcycles capable of speeds greater than thirty miles per hour.

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

7. ~~**321.1(40)(b) –**~~ **"Motorized bicycle"** means a motor vehicle having a saddle or seat for the use of a rider, designed to travel on not more than three wheels in contact with the ground, and not capable of operating at a speed in excess of thirty-nine

miles per hour on level ground unassisted by human power, but excluding a low-speed electric bicycle. Motorized bicycles also include those devices with an electric motor having more than seven hundred fifty (750) watts of power.

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

8. ~~**321.1(42)(a) –**~~ **"Motor vehicle"** means a vehicle which is self-propelled, but not including vehicles known as trackless trolleys which are propelled by electric power obtained from overhead trolley wires and are not operated upon rails.

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

9. **"Multi-use trail"** means a way or place, the use of which is controlled by the City as an owner of real property, or under the control of the City by easement, designated by the multi-use recreational trail maps as approved by resolution of the Council. A multi-use trail shall not be considered a street or highway.
10. **"Other power-driven mobility device (OPDMD)"** means any mobility device powered by batteries, fuel, or other engines that are used by individuals with mobility restrictions for the purpose of locomotion, including electric personal assistive mobility devices or any mobility device designed to operate in areas without defined pedestrian routes, but that is not a wheelchair or golf cart.
11. ~~**321.1(51) –**~~ **"Pedestrian"** means a person afoot or a person using a pedestrian conveyance.

(Code of Iowa, Sec. 321.1(51)

12. **321.1(51A) – "Pedestrian conveyance"** means any human-powered device by which a pedestrian may move other than by walking or by which a pedestrian may move another person, including but not limited to a wheelchair, stroller, skateboard, scooter, or other similar device. "Pedestrian conveyance" also includes an electric personal assistive mobility device and any other device used to move a person sitting or standing on the device regardless of whether the device is powered by an electric motor, so long as the electric motor produces ~~less~~ not more than seven hundred fifty watts. "Pedestrian conveyance" does not include a bicycle.

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

13. **"Personal transportation device"** means any device defined in this section or not otherwise defined in Iowa Code or the Code of Ordinances of the City of Clive by which a person may be transported on, in, or upon, including but not limited to bicycles, scooters, electric scooters, low-speed electric bicycles, other power-driven mobility devices, skateboards, and skates.
14. ~~**321.1(65) –**~~ **"Roadway"** means that portion of a highway improved, designed, or ordinarily used for vehicular travel.

(Code of Iowa, Sec. 321.1(65)

15. ~~**321.1(78) –**~~ **"Street"** means the entire width between property lines of every way or place of whatever nature when any part thereof is open to the use of the public, as a matter of right, for purposes of vehicular traffic.

(Code of Iowa, Sec. 321.1(78)

16. **"Sidewalk"** means that portion of a street between the curb lines, or the lateral lines of a roadway, and the adjacent property lines intended for the use of pedestrians.
17. **"Skateboard"** means a foot, motor, or wind-propelled vehicle consisting of a board which is guided by the rider standing upon it and pushing the same with foot power or operating it with motor or wind propulsion.
18. ~~**321.1(90) –**~~ **"Vehicle"** means every device in, upon, or by which any person or property is or may be transported or drawn upon a highway. "Vehicle" does not include:
    a. Any device moved by human power.
    b. Any device used exclusively upon stationary rails or tracks.
    c. Any personal delivery device operated pursuant to Iowa Code Chapter 321O.
    d. Any integral part of another vehicle which is incapable of independently transporting persons or property.

(Code of Iowa, Sec. 321.1(90)

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

6-7-3 STOPPING.

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

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

6-7-4 OBEDIENCE TO SIGNALS.

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

6-7-5 IMPROPER RIDING.

1. A person shall not ride a personal transportation device other than upon or astride a permanent and regular seat if the device is designed with a seat, nor shall a device

be used to carry more persons than the number for which it is designed and equipped.

2. This section does not apply to the use of a personal transportation device in a parade or special event authorized by the City.

6-7-6 CARRYING PACKAGES.

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

6-7-7 MAINTAINING CONTROL.

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

6-7-8 PLACE OF RIDING.

1. **Roadways and Streets**
   a. Operators of personal transportation devices traveling on a roadway shall follow the same traffic laws applicable to drivers of motor vehicles unless otherwise provided by law. ~~When a bicycle lane or multi-use trail exists adjacent to the roadway, operators may ride in the bicycle lane or trail according to applicable regulations and laws.~~
   b. When a bicycle lane or multi-use trail exists adjacent to the roadway, operators shall ride in the bicycle lane or trail according to applicable regulations and laws.
   c. When permitted under 6-7-8 (1)(a), ~~T~~ the use of any Pedestrian Conveyance is prohibited on any City of Clive roadways or streets which have a speed limit of greater than 25 mph.
   d. This section does not apply to devices used in parades or special events authorized by the City.
2. **Public Sidewalks and Multi-Use Trails**
   a. Personal transportation devices, including bicycles, electric bicycles, electric personal assistive mobility devices, and pedestrian conveyances may be operated on public sidewalks and multi-use trails unless otherwise prohibited by posted signage.
   b. Motorized Bicycles shall not be operated on public sidewalks or multi-use trails.
   c. A person shall not operate a Personal Transportation Device on a bicycle lane, trail or public sidewalk in excess of the posted or applicable speed limit, or if there is no posted or applicable speed limit, twenty miles per hour.
   d. OPDMDs may be operated by persons with mobility impairments on sidewalks, provided such use does not damage City infrastructure or create a safety hazard.
   e. **Public Land:** Personal Transportation Devices and Motorized Bicycles are prohibited from being operated upon any public land owned by the City where signs explicitly prohibit such operation.

6-7-9 TRAFFIC CODE APPLIES.

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

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

   b. Devices shall display a red rear light or reflector visible from three hundred feet.
   c. ~~Equivalent lighting equipment attached to the rider may be used if visibility requirements are met.~~ Equivalent equipment such as headlamps and red-light attachments to the head, back, arm, or leg may be used in lieu of a lamp on the front and a red light on the rear of the device.
   ~~d. Police bicycles are exempt when duty requires.~~

6-7-10 RESPONSIBLE RIDING.

1. **Emerging from Alley or Driveway.**
   ~~Operators shall yield the right-of-way to pedestrians on sidewalks and to vehicles on the roadway.~~ The operator of a Personal Transportation Device emerging from an alley, trail, sidewalk, driveway or building shall, upon approaching a sidewalk or the sidewalk area extending across any alleyway, yield the right-of-way to all pedestrians approaching on said sidewalk or sidewalk area, and upon entering the roadway shall yield the right-of-way to all vehicles present or approaching on said roadway.

   (Code of Iowa, Sec. 321.353)

2. **Right of way.** Riders of Personal Transportation Devices shall yield right of way to pedestrians, human-powered bicycles, and other human-powered conveyances. Riders of bicycles and other human powered devices shall yield right of way to pedestrians.
3. **Bicycle Lanes.**
   Operators may ride within bicycle lanes and may leave the lane to pass, avoid hazards, or when necessary for safe operation. Motor vehicles shall not operate in bicycle lanes within two hundred feet of an intersection.
4. **Clinging to Vehicles.**
   No person shall attach themselves or a device to any moving vehicle.
5. **Following Emergency Vehicles.**
   No person shall follow within five hundred feet of an emergency vehicle responding to an emergency.
6. **Parking.**
   No device shall be parked or left on a sidewalk in a manner that obstructs pedestrian traffic.
7. **Reckless Operation.**
   No person shall operate a personal transportation device with willful or wanton disregard for the safety of persons or property.
8. **Giving audible notice.** When possible and appropriate, the operator of a personal Transportation Device shall attempt to provide audible indication that they are approaching another pedestrian or operator of a personal transportation device from behind.

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

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

(Code of Iowa, Sec. 321.281)

6-7-12 SCOPE OF REGULATIONS.

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

6-7-~~12~~ 13 VIOLATIONS; PENALTY.

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

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

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

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

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

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

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

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

Officially published on the ____ day of _____ 2026.

CERTIFIED BY:

_____
Matthew D. Graham, City Clerk

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

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

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

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

CHAPTER 7
PERSONAL TRANSPORTATION AND MOBILITY DEVICES

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

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

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

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

2. **"Bicycle lane"** means a portion of a street designed for exclusive or preferential use by people using bicycles, electric scooters, or personal transportation devices. Bicycle lanes are distinguished from the portion of the street used for motor vehicle traffic by physical barriers, striping, marking, or other similar device.
3. **"Electric scooter"** means a device weighing less than one hundred pounds that is equipped with one, two, or three wheels, with or without handlebars, with or without a seat or saddle, and an electric motor, and which is powered either solely by the

rider or by an electric motor capable of propelling the device without additional propulsion supplied by the rider, at a maximum speed on a paved level surface of no more than twenty miles per hour.

4. **"Electric personal assistive mobility device"** means a self-balancing, non-tandem two-wheeled device powered by an electric propulsion system that averages seven hundred fifty watts and is designed to transport one person, with a maximum speed on a paved level surface of less than twenty miles per hour. The maximum speed shall be calculated based on operation of the device by a person who weighs one hundred seventy pounds when the device is powered solely by the electric propulsion system.

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

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

   (Code of Iowa, Sec. 321.235B)

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

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

7. **"Motorized bicycle"** means a motor vehicle having a saddle or seat for the use of a rider, designed to travel on not more than three wheels in contact with the ground, and not capable of operating at a speed in excess of thirty-nine miles per hour on level ground unassisted by human power, but excluding a low-speed electric bicycle. Motorized bicycles also include those devices with an electric motor having more than seven hundred fifty (750) watts of power.

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

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

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

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

(Code of Iowa, Sec. 321.1(51)

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

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

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

(Code of Iowa, Sec. 321.1(65)

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

(Code of Iowa, Sec. 321.1(78)

16. **“Sidewalk”** means that portion of a street between the curb lines, or the lateral lines of a roadway, and the adjacent property lines intended for the use of pedestrians.

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

(Code of Iowa, Sec. 321.1(90)

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

6-7-3 STOPPING.

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

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

6-7-4 OBEDIENCE TO SIGNALS.

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

6-7-5 IMPROPER RIDING.

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

6-7-6 CARRYING PACKAGES.

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

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

6-7-8 PLACE OF RIDING.

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

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

6-7-9 TRAFFIC CODE APPLIES.

1. Every person operating a personal transportation device upon a roadway or within a bicycle lane shall be subject to the provisions of Iowa Code Chapter 321 and shall have the same rights and duties applicable to the driver of a vehicle, except those provisions that by their nature have no application.
2. Electric personal assistive mobility devices, low-speed electric bicycles, bicycles, motorized bicycles, and pedestrian conveyances are not subject to registration, titling, inspection, or proof of financial liability requirements under Iowa Code Chapter 321.

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

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

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

6-7-10 RESPONSIBLE RIDING.

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

   (Code of Iowa, Sec. 321.353)

2. **Right of way.** Riders of Personal Transportation Devices shall yield right of way to pedestrians, human-powered bicycles, and other human-powered conveyances. Riders of bicycles and other human powered devices shall yield right of way to pedestrians.
3. **Bicycle Lanes.**
   Operators may ride within bicycle lanes and may leave the lane to pass, avoid hazards, or when necessary for safe operation. Motor vehicles shall not operate in bicycle lanes within two hundred feet of an intersection.
4. **Clinging to Vehicles.**
   No person shall attach themselves or a device to any moving vehicle.
5. **Following Emergency Vehicles.**
   No person shall follow within five hundred feet of an emergency vehicle responding to an emergency.
6. **Parking.**
   No device shall be parked or left on a sidewalk in a manner that obstructs pedestrian traffic.

7. **Reckless Operation.**
   No person shall operate a personal transportation device with willful or wanton disregard for the safety of persons or property.
8. **Giving audible notice.** When possible and appropriate, the operator of a personal Transportation Device shall attempt to provide audible indication that they are approaching another pedestrian or operator of a personal transportation device from behind.

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

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

(Code of Iowa, Sec. 321.281)

6-7-12 SCOPE OF REGULATIONS.

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

6-7-13 VIOLATIONS; PENALTY.

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

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

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

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

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

_____ _____

Matthew D. Graham, City Clerk John Edwards, Mayor

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

_____ _____

Matthew D. Graham, City Clerk John Edwards, Mayor

Officially published on the ____ day of _____ 2026.

CERTIFIED BY:

_____

Matthew D. Graham, City Clerk

SIDE BY SIDE COMPARISON

	CLIVE	WAUKEE	ANKENY
DEFINITIONS	BROAD LANGUAGE TO INCLUDE MOST DEVICES. E-MOTOS NOT INCLUDED	BROAD LANGUAGE TO INCLUDE MOST DEVICES. E-MOTOS NOT INCLUDED	BROAD LANGUAGE TO INCLUDE MOST DEVICES. E-MOTOS NOT INCLUDED
USE ON TRAILS?	YES, MOST DEVICES. SPEED LIMITED	YES, MOST DEVICES. SPEED LIMITED.*	YES, MOST DEVICES. SPEED LIMITED.*
STREETS AND SIDEWALKS	YES, MOST DEVICES. RESIDENTIAL STREETS ONLY.	YES, MOST DEVICES ON RESIDENTIAL, PROHIBITED IN BUSINESS DISTRICTS.**	YES, MOST DEVICES ON RESIDENTIAL, CERTAIN SIDEWALKS IN BUSINESS DISTRICTS.**
RESPONSIBLE RIDING?	YES, PROVIDES PROTECTIONS TO PEDESTRIANS	YES, PROVIDES PROTECTIONS TO PEDESTRIANS	YES, PROVIDES PROTECTIONS TO PEDESTRIANS
SPEED LIMIT?	20 MPH TRAILS AND SIDEWALKS UNLESS OWP.	20 MPH TRAILS AND SIDEWALKS UNLESS OWP.	20 MPH TRAILS AND SIDEWALKS UNLESS OWP.
PENALTY	$25.00	$25.00	SIMPLE MISDEMEANOR
ENFORCEMENT	JULY 1, 2027	UNDETERMINED	UNDETERMINED

- 8 FOOT WIDE TRAILS

** DISMOUNT ZONES

Memo

TO: Mayor and Council members
FROM: Amanda Grutzmacher, Senior Planner
DATE: May 14, 2026
RE: Site Plan Amendment - Genesis Health Club - 10930 Hickman Road

SYNOPSIS:
Hanney and Associates, on behalf of Genesis Health Clubs, has submitted a site plan amendment to approve modifying the color of the existing brick. The property owner desires to alter the color of the brick to a modern grey shade. The proposed stain product maintains the visual texture and natural variations of the brick and grout. Staff administratively approved painting the siding a neutral grey from its former mustard yellow in 2025 in conjunction with other site maintenance work.

In most circumstances, staff are not supportive of painting or staining masonry or brick materials with a latex or acrylic product due to concerns with trapped moisture, lifespan, and increased property maintenance needs. The architect worked with staff to find a true penetrating stain product that causes a chemical reaction to alter the color of the existing brick. The types of stain products that cause a chemical reaction (nano-pigment-based stains or mineral/silicate-based stains) do not seal the brick or masonry surface, which allows the material to breathe, addressing a primary concern with latex or acrylic applications. Since these chemical bonded stain products penetrate the pores of the masonry, they do not flake or peel. Chemical bonded stains are UV resistant and have a life expectancy of around 30 years, compared to the approximate 7-year life expectancy of a properly applied latex or acrylic product.

Planning and Zoning Commission considered the request at their May 5, 2026, meeting and unanimously recommended approval. Mary Ann Parks, 10860 Hickman Road, attended the Planning and Zoning Commission meeting via Zoom and inquired about the product being used and stated she thought it was a good product and idea to maintain breatheability for the brick. No other public comments have been received.

Staff recommends approval of the site plan amendment to allow for utilizing a chemical reaction stain to alter the brick color to a grey shade.

Attachments:
1. Staff report and attachments

Staff Report

TO: Planning and Zoning Commission members
FROM:
Amanda Grutzmacher, Senior Planner

DATE: May 5, 2026
RE: Site Plan Amendment - Genesis Health Club - 10930 Hickman Road

GENERAL INFORMATION

Applicant: Hanney & Associates, on behalf of Genesis Health Club
Requested Action: Approval of Site Plan Amendment STP26-000007
Location: 10930 Hickman Road
Lot 16, Interstate Investment Subdivision

LAND USES & ZONING			
Location	**Existing Land Use**	**Land Use Plan Designation**	**Current Zoning**
Subject Property	Fitness center	Commercial - Retail / Services	C-2
North	Commercial retail and services Institutional (Living History Farms)	N/A - Urbandale	N/A - Urbandale
East	Commercial - Retail / Services	Commercial - Retail / Services	C-2
South	Vacant	Commercial - Retail / Services Institutional (Public Works facility)	M-1
West	Commercial - Retail / Services Multi-family	Commercial - Retail / Services	PUD

CASE HISTORY

1973 - Site Plan and Building Permit #1202 approved for Des Moines Racquet Club
1976 - Site Plan Amendment for parking lot expansion approved, Building Addition Permit #1939 as shown on original site plan
1991 - Site Plan Amendment for parking lot expansion approved and Remodel Permit #6204
1992 - Site Plan Amendment for parking lot expansion approved, never constructed
1994 - Remodel Permit #7476 and #7551
1996 - Site Plan Amendment for parking lot expansion approved
1998 - Site Plan Amendment for outdoor swimming pool, never constructed
2001 - Site Plan Amendment and Building Permit #2569 for dome to enclose outdoor tennis courts
2002 - Remodel Permit #0237

2006 - Variance #06-1027 granted for parking lot setback and Site Plan Amendment for parking lot expansion approved
2020 - Variance #20-1025 granted related to signs
2024 - Interior Demolition Pemit #DMO24-000009 and Notice of Violation due to site condition
2025 - Administratively approved Site Plan Amendment for siding color and landscaping compliance and Remodel Permit #RML25-000011

BACKGROUND

Genesis Health Club is an approximately 87,000 square foot fitness facility that was originally constructed in the 1970s and has undergone various remodels and additions. The property was originally constructed for the Des Moines Racquet Club and previously operated as Aspen Fitness until Genesis Health Clubs acquired the property in 2020. Staff have worked with the current owner over the past few years to complete renovations to the building interior, as well as address site compliance and nuisance conditions. Genesis completed removal and replacement of the site landscaping that had been severely impacted by Emerald Ash borer. Staff is continuing to work with Genesis Health Club on other outstanding site items, primarily related to parking lot condition and storm sewer.

ANALYSIS

The requested amendment is related to staining the color of brick on the building. The property owner desires to alter the color of the brick to a modern grey shade. The proposed stain product maintains the visual texture and natural variations of the brick and grout.Staff administratively approved painting the siding a neutral grey from its former mustard yellow in 2025.

In most circumstances, staff are not supportive of painting or staining masonry or brick materials with a latex or acrylic product due to concerns with trapped moisture, lifespan, and increased property maintenance needs. The architect worked with staff to find a true penetrating stain product that causes a chemical reaction to alter the color of the existing brick. The types of stain products that cause a chemical reaction (nano-pigment-based stains or mineral/silicate-based stains) do not seal the brick or masonry surface, which allow the material to breathe, addressing a primary concern with latex or acrylic applications. Since these chemical bonded stain products penetrate the pores of the masonry, they do not flake or peel. Chemical bonded stains are UV resistant and have a life expectancy of around 30 years, compared to the approximate 7-year life expectancy of a properly applied latex or acrylic product.

PUBLIC COMMENT

Notice was sent to the surrounding property owners within 310-feet of the subject site on April 23, 2026. To date, staff has not received any inquiries.

STAFF RECOMMENDATION

Staff recommends approval of the site plan amendment.

Attachments:
1. Site Plan Amendment
2. Photos

3. Stain Product Information
4. Notice Letter and Mail Labels

Brick
The existing modular, brick will be stained a dark grey. This is for the large trapazoid area that bracket the front / main entrance but also the wainscot below the existing metal panel.



Brick Stain Mockup

10

GENESIS - HICKMAN

March 23, 2026

The stain coating keeps the texture of the brick and grout.
Color variations in the brick are translate through the stain.
The stain pentrates the brick and permanently changes the color.

10930 Hickman Road photos



April 20, 2024



March 8, 2026

PRODUCT INFORMATION SHEET

Masonry Cosmetic's Pigment Concentrate

masonry staining product

3210 Sugar Maple Business Court South Bend IN 46628.(888) 698-8705 Fax: (574) 234-2240 www.masonrycosmetics.com info@masonrycosmetics.com

PRODUCT DESCRIPTON:

Masonry Cosmetics Inc's Pigment Concentrate is a unique and proprietary stain that consists of mineral oxides that absorb into the pore structure of most masonry surfaces and then bonds with the surface , resulting in a transformation of the appearance of the masonry surface to another shade of color without sealing the surface or leaving a shine.

USAGE:

Brick
Mortar
Block
Cast Stone
Manufactured Stone
Natural Stone
Limestone
Concrete Pavers

APPLICATION:

General Applications Instructions:

Surfaces must be:

- "clean" - properly washed down and PH neutralized
- "dry" - fully cured
- "warm" - at a minimum temperature of 40° F or higher

STORAGE & HANDLING:

Store pigment in cool dry area.

APPLICATION:

1. Remove any coatings or substances that may prevent penetration of the pigment (e.g. sealers, dirt, surface oil, tar, paint)
2. Create a formula of color and add water. Stain a small test area and adjust colors as needed.
3. Apply with a brush
4. Wipe any run down with damp cloth
5. Complete drying is critical for the chemical bonding process to occur.
6. Additional applications can be added if needed to reach desired color.

DISPOSAL:

Dilute with water and dispose of away from concrete or asphalt to avoid staining surfaces. Continue to rinse with water until cup and brush runs clear. (Our products are environmentally friendly.)

MAINTENANCE & CLEANING

No Maintenance is needed. Any cleaning chemical should be limited to water and no pressure washing should be allowed.

Caution: *Avoid contact with eyes. In case of contact, flush with plenty of water. In case of persistent irritation, contact a physician.*

FOR ALL SURFACES:

Create a test area by following the General Application Instructions. Additional coats can be applied if needed.

For Porous Surfaces:

Pigment will absorb quickly and drying time may vary between 5 and 10 minutes depending on outside temperature.

For Smooth Surfaces:

Pigment will not absorb as quickly and drying time may vary between 15 minutes and 2 hours depending on outside temperature.

Cold Weather Application

DO NOT apply pigment below 40° F or if the temperature is expected to drop below 32° within a 24-hour period. Do not apply if the surface temperature is below 40° F.

WARRANTY

Masonry Cosmetics Inc. warrants its unique and proprietary products to be of the highest quality that will not peel, fade, crack, blister or seal the surface. Since application of the product is crucial and beyond the control of Masonry Cosmetics Inc., no warranty will be made on self- application. A refund of the purchase price or replacement of product constitutes the limit of our liability. If we apply pigments, a Lifetime Warranty will be given on most projects (mortar not included).

Clive
COMMUNITY
DEVELOPMENT

April 23, 2026

Re: 10930 HICKMAN RD - facade modifications

Dear Property Owner:

Hanney and Associates Architects, on behalf of Genesis Health Clubs, has submitted a Site Plan Amendment to the City of Clive to update the building facade by staining the brick located at 10930 Hickman Road.

The Clive Planning and Zoning Commission will tentatively receive public input on this application during their meeting at 5:30 p.m., May 05, 2026. You may attend this meeting in person in the City Council Chambers, 1900 NW 114th Street, Clive, IA 50325, or virtually via Zoom. Zoom Meeting ID and call-in number will be published on the agenda for the meeting. Meeting agendas are available on the Cityâs meeeting portal at https://cliveia.portal.civicclerk.com/.

As a neighboring property owner, you are being notified and invited to present your views concerning this application, either verbally by virtually attending the meeting, or in writing. Written comments must be received by the City prior to the Planning and Zoning Commission meeting. Written comments should be addressed to the City of Clive, City Planner, 1900 NW 114th Street, Clive, IA 50325 or by email at the address below.

Following the Planning and Zoning Commission's review and recommendation, the City Council will make a determination on this application. The public meeting has been tentatively scheduled for 6:00 p.m., on May 14, 2026, also to be hosted in person at the above address and virtually via Zoom. Zoom Meeting ID and call-in number will be published on the agenda for the meeting. City Council meeting agendas are available on the Cityâs meeeting portal at https://cliveia.portal.civicclerk.com/.

If you know of any interested parties who have not received a copy of this letter, we would appreciate it if you would inform them of the time, date and place of the Planning and Zoning Commission's meeting and City Councilâ s meeting. If you have any questions concerning this application or if you would like additional information, please call the Community Development Department at (515) 223-6221.

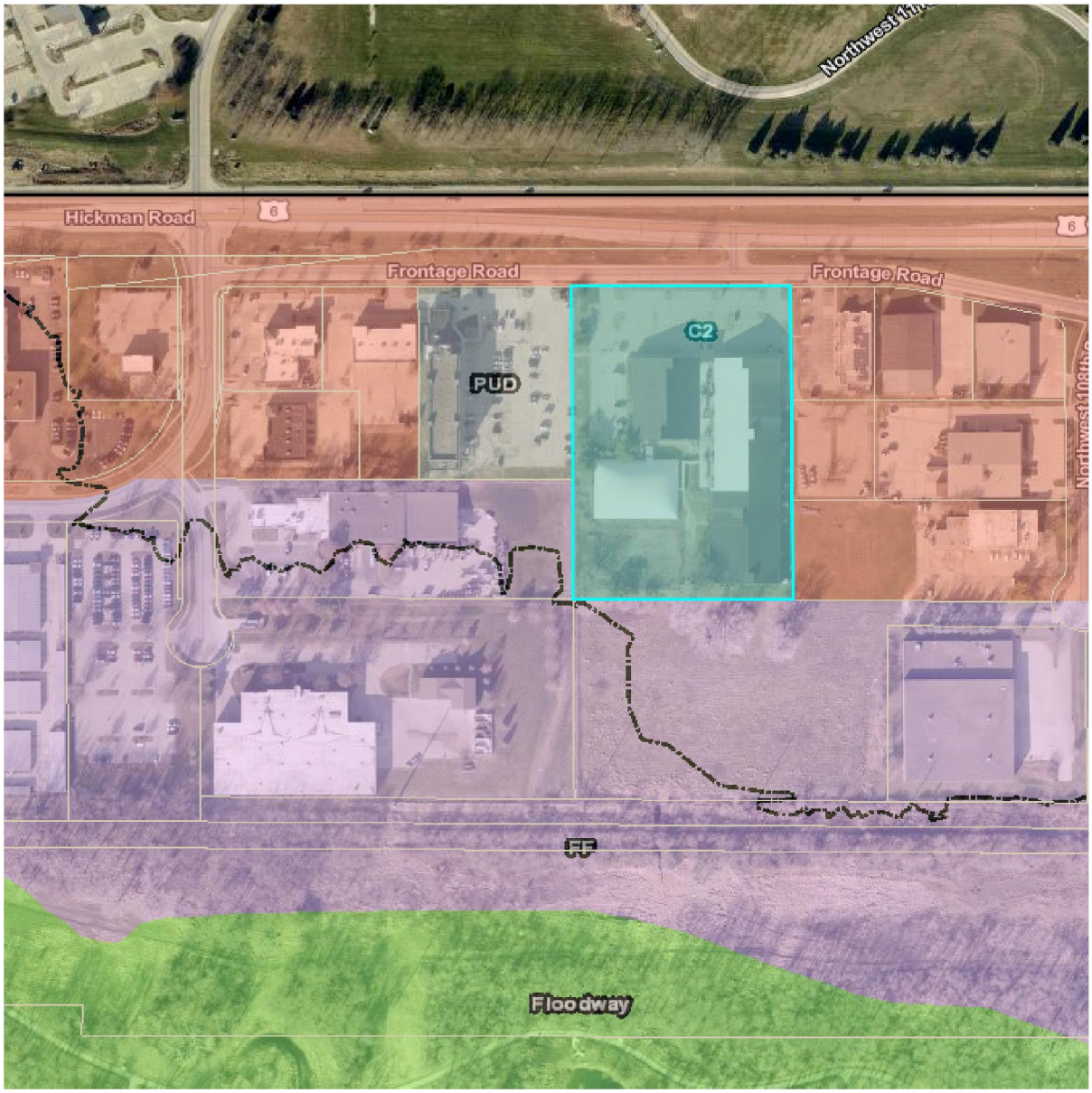
Sincerely,

Amanda Grutzmacher

Amanda Grutzmacher

AGRUTZMACHER@CITYOFCLIVE.COM

LOCATION MAP



CCT INVESTMENTS LLC
11015 BELL OAKS ESTATE RD
EDEN PRAIRIE, MN 55347-5253

THE MCCOY AT 8035 LLC
28445 GRANITE CT
ADEL, IA 50003-4486

GENESIS HEALTH CLUBS HICKMAN LLC
6100 E CENTRAL AVE STE 3
WICHITA, KS 67208-4236

11140 HICKMAN LLC
2400 86TH ST STE 24
DES MOINES, IA 50322-4306

JDS REAL ESTATE INVESTMENTS LLC
2775 86TH ST
URBANDALE, IA 50322-4336

98 INVESTMENTS LLC
6750 WESTOWN PKWY STE 200
WEST DES MOINES, IA 50266-7717

WALNUT CREEK REALTY INC
PO BOX 200532
DENVER, CO 80220-0532

DCJC LLC
201 GRAND AVE UNIT 209
DES MOINES, IA 50309-1721

PARKS, MARY ANN
38 S THURLOW ST
HINSDALE, IL 60521-3121

LIVING HISTORY FARMS FOUNDATION
2600 111TH ST
URBANDALE, IA 50322-3724

Memo

TO: Mayor and Council members
FROM: Jeff Lucas, Recreation Manager
DATE: May 14, 2026
RE: Resolution Approving Professional Services Agreement with Rec Technologies - Leisure Services Software

SYNOPSIS:
BACKGROUND
An FY25 strategic planning item was created by City Council feedback. The item focused on making things easier for customers and enhancing the look and feel of our operations.
The Recreation Team identified ten (10) industry software providers. This past winter, those platforms were reviewed and evaluated. Two main questions guided our thought process…
1) What would we gain by switching to another platform? (What do we gain?)
2) What is the cost/benefit analysis of the new software? (How much does it cost?)
Of the ten software platforms we researched and demoed, three were identified as finalists. To be a finalist meant that we had to gain either A) a major look and feel improvement or B) a major process improvement or functionality gain (absorb our POS systems into one, major membership enhancements, or program registration features).

SOFTWARE FINALISTS
-*Sportsman SQL* is a basic, economical provider. It has served us well for nearly eight years. Many other area agencies use the same software (Waukee, Ankeny, Adel, Norwalk). But it's lagging on its public interface.
-*Xplor Recreation* offers a mobile app experience. Their look/feel was positive, but the desktop functionality for users who do not prefer an app experience is far behind that of Sportsman and Rec, and it didn't match their app in any regard.
-*Rec Technologies* offers a hybrid of both mobile and desktop versions. Their product is admittedly geared toward mobile interaction. But the key is that their desktop experience matches that of their mobile experience more than the other two finalists.

SUMMARY & RECOMMENDATION
We believe we have found a product that serves both mobile-friendly users, while being cognizant that many customers still prefer desktop versions of our website. On a Council level, the conversation focused on look and feel. Our Team is really excited about how the Rec Technologies product could represent not only our department, but the City of Clive overall.

More detailed information is attached as an internal memo and will be presented. This item was presented to the Parks, Recreation, and Public Art Board on May 4 with unanimous approval.

Attachments:
1. Memo - Leisure Services Software
2. Resolution
3. Clive __ Rec Technologies Services Agreement

MEMO

To: **Matt McQuillen**

From: **Jeff Lucas**

Date: **4/1/2026**

Re: **Leisure Services Software Recommendation**

BACKGROUND

An FY25 strategic planning item was created by City Council feedback. The item focused on making things easier for customers and enhancing the look and feel of our operations.

The Recreation Team identified ten (10) industry software providers. This past winter, those platforms were reviewed and evaluated. Two main questions guided our thought process…

1) What would we gain by switching to another platform? (What do we gain?)

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SUMMARY & RECOMMENDATION

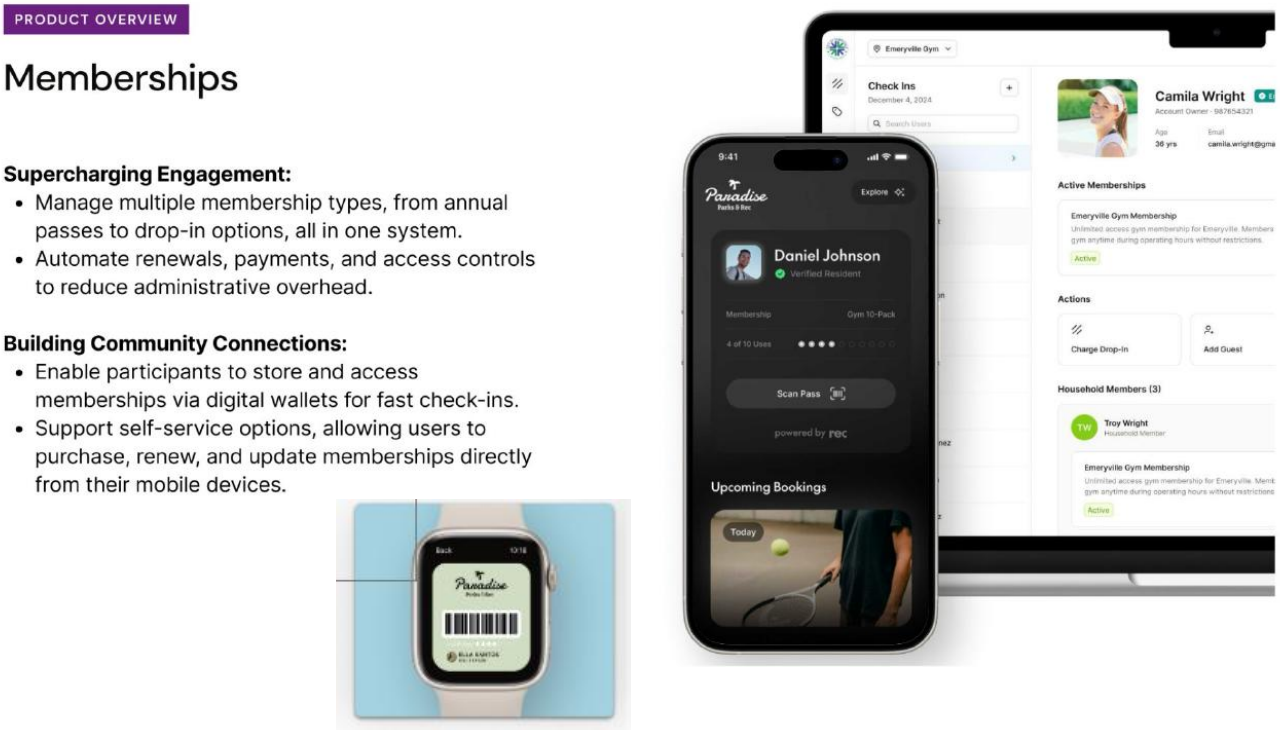
We believe we have found a product that serves both mobile-friendly users, while being cognizant that many customers still prefer desktop versions of our website. On a Council level, the conversation focused on look and feel. Our Team is really excited about how the Rec Technologies product could represent not only our department, but the City of Clive overall.

PROS

- **A better, fresher look.** A simplified, more mobile-friendly interaction.
    - 73% of our City website users interact via mobile. That number will only increase over time and with a new generation of parents and users, not to mention that the Rec technology is simpler to use.

PROS

- **Memberships become more Google/Apple Wallet friendly** – While our current Sportsman customers can check in at Clive Aquatic Center via QR code, many don't because it's too many steps. Our users usually have their hands full or a backpack or tote to haul, so they need to access their account quickly. With Rec Technologies, customers can simply add their memberships to their virtual wallet. With Sportsman, that involves screenshots and downloading images, etc.
    - *Note: With Rec, we will still have the capacity to print physical pass cards.*



PROS

- **Easier to navigate facility bookings** – With Wildwood pickleball, Campbell Tennis, Campbell Soccer, Koethe Field, Country Club Glen Soccer Fields, Creekside Pavilion, and MidAmerican Energy State all now live for rentals, a need exists to make these easier. In literal terms, we need facility rentals to be something someone can do with one hand on-site at a park facility, with payment attached to their Google/Apple wallet.

PRODUCT OVERVIEW

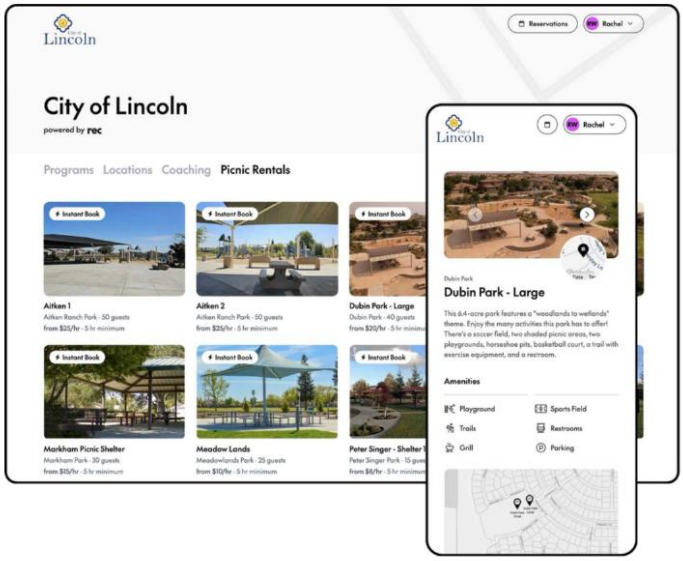
Facility Management

Optimizing Facility Management:

- Coordinate complex reservations with bulk scheduling and customizable booking rules.
- Manage invoices, security deposits, and refunds seamlessly to keep financials organized.

Enhancing User Coordination:

- Provide self-service booking and payment options for a streamlined user experience.
- Track and manage overlapping requests, approvals, and changes to avoid conflicts and ensure smooth operations.

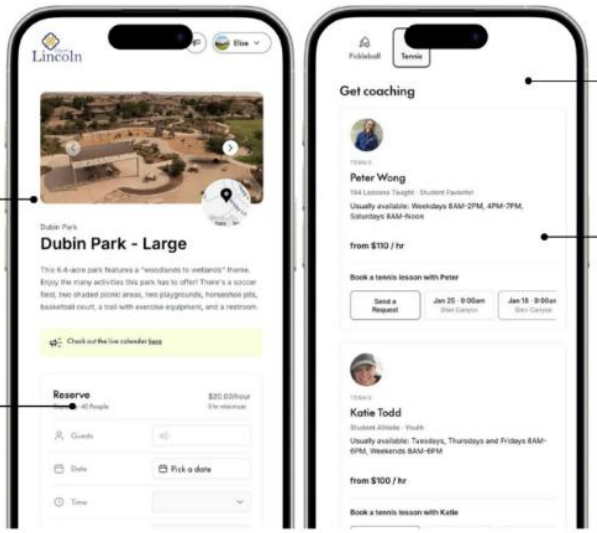


PRODUCT OVERVIEW

A modern user experience: mobile first, simple and personalized

An **immersive digital experience** that brings parks and recreation departments to life in a dynamic, user-friendly way.

Streamlines complex booking rules into a simple, user-friendly experience that makes scheduling seamless



Designed to deliver a **personalized experience** that adapts to each user's unique needs and preferences.

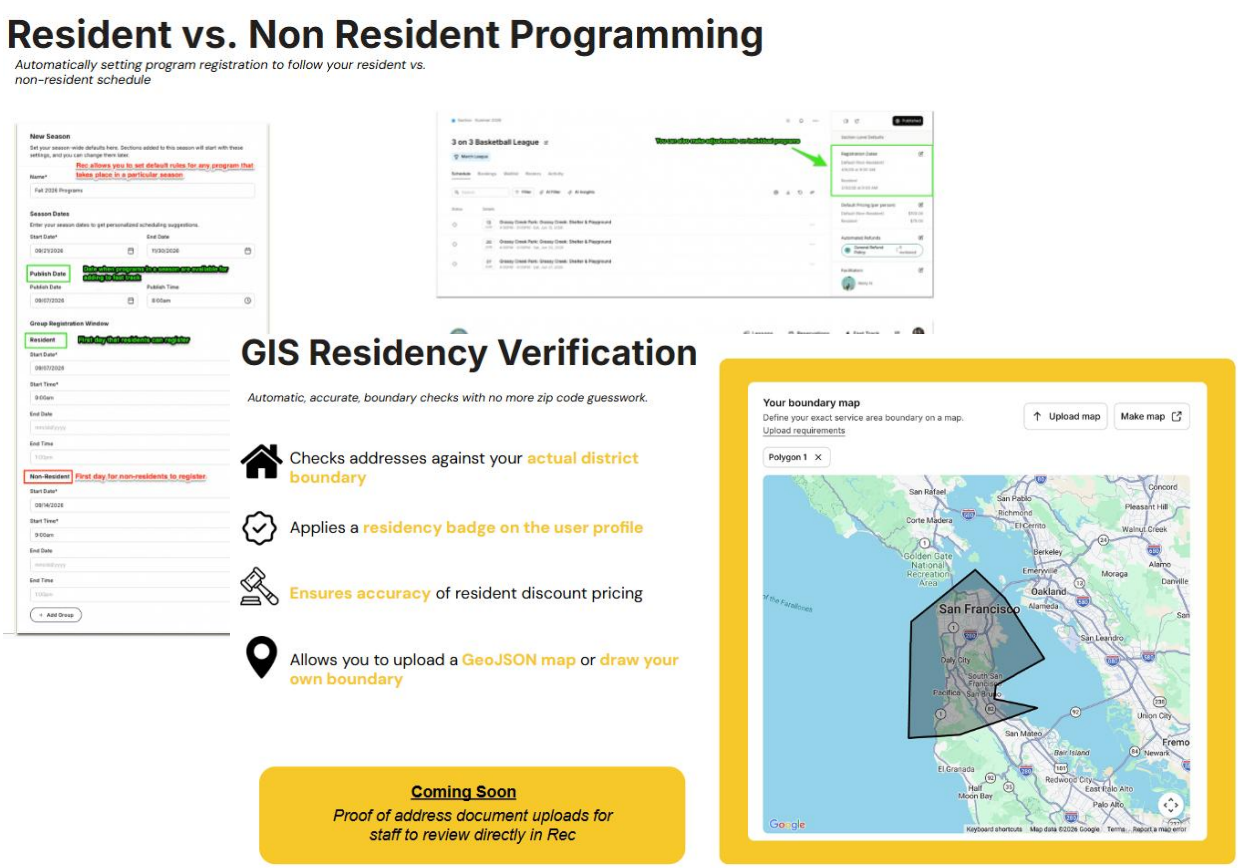
Unlocks **new learning experiences** by connecting users to unique programs and opportunities that go beyond traditional parks department offerings.

PROS

- **More robust registration period functionality**. Non-residents use our services, so a need exists to clearly define when a Clive resident and a non-resident can register for a program. Currently, we offer a one-week earlier registration period for Clive residents. In Sportsman, a "residents only" checkbox is marked when setting up each program. We have hundreds of classes, when considering swim lessons, camps, etc.

  When the checkbox is checked, non-residents cannot register for our programs. When we begin non-resident registration, we must manually go in and uncheck these boxes. The timing of this step is key. To be live and fully operational for the non-resident registration period, our Team has to divvy up these checkbox responsibilities, and programs are actually open for registration well before 9:00am to ensure we are fully operational for all programs at the 9:00am kickoff time. It's not a smooth process and is very tedious.

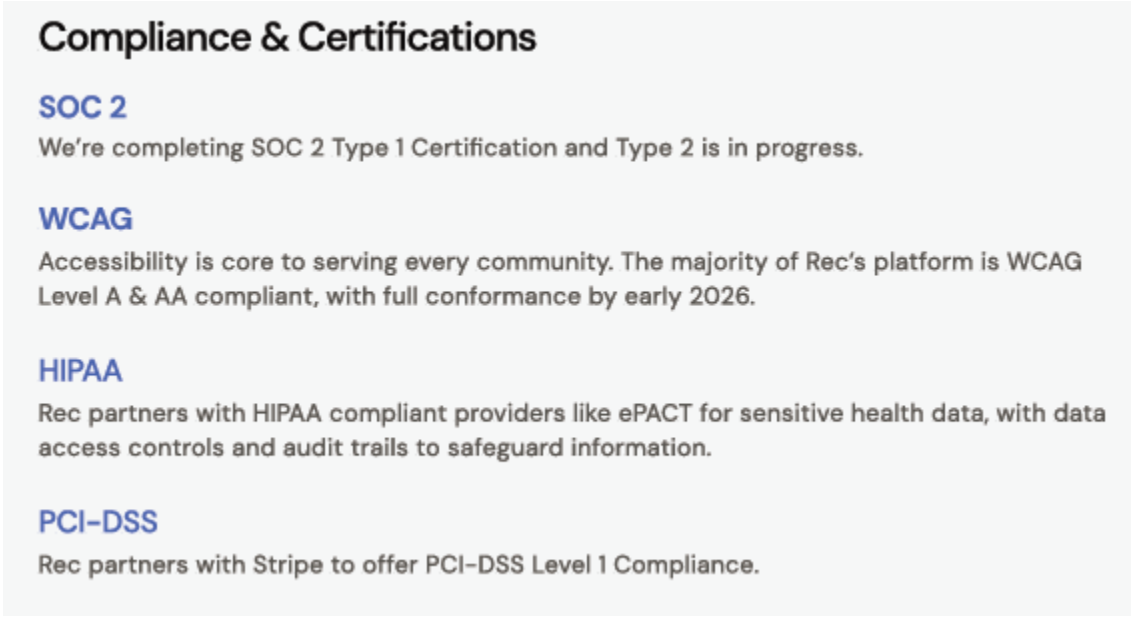
    - Rec Technologies takes care of all this manual work for us by allowing different "Group Registration Windows."



PROS

- **Better technology safeguards**. The February/March 2026 Sportsman outage was very concerning. Questions were not answered. Communication was poor.

  (Attached are questions that Clive IT wanted more information on. In addition to that, see more information below.)



Compliance & Certifications

SOC 2

We're completing SOC 2 Type 1 Certification and Type 2 is in progress.

WCAG

Accessibility is core to serving every community. The majority of Rec's platform is WCAG Level A & AA compliant, with full conformance by early 2026.

HIPAA

Rec partners with HIPAA compliant providers like ePACT for sensitive health data, with data access controls and audit trails to safeguard information.

PCI-DSS

Rec partners with Stripe to offer PCI-DSS Level 1 Compliance.

IT FAQ:

- PCI-DSS Level 1 Certified: We partner with Stripe, who has obtained the highest level of PCI-DSS certification available to protect all transactions with stringent security measures.
- Data Security: All data within Rec is encrypted using industry standard SSL/TLS protocols, ensuring secure data transmission for all user interactions and sensitive information.
- Unlimited Licenses: We offer an unlimited number of user licenses for the city, ensuring that you get the most out of your investment in Rec.
- Cloud-based Software-as-a-Service: There is no installation or downloads required to work with Rec. We only require internet access and a browser. Upgrades and features to Rec are continuously rolled out, ensuring you're always using the latest version.

PROS

- We are still learning about Rec Technologies' **Childcare and Authorized Pickup support**. Clive staff currently subscribe to Kid Check for this service for Fun, Sun, and Splash Day Care programming. This could provide some cost savings.

PRODUCT OVERVIEW

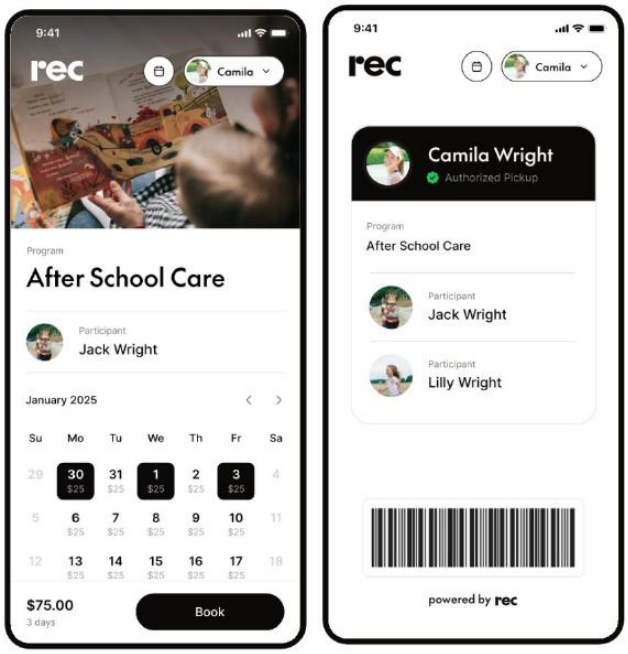
Childcare

Building Confidence:

- Empowering parents with a seamless booking process that's transparent and stress-free.
- Equipping staff with quick, accessible tools to ensure they can focus on supporting every child with care and attention.

Fostering Community:

- Helping children discover and access enriching activities that strengthen their sense of belonging.
- Linking families to local resources that enrich and support their childcare journey.



CONS

- The system is more expensive. A net -$15,000 impact, factoring in annual fees, credit card fees, and transaction fees.
- Learning a new system takes considerable staff training time.
- A software change to Rec Technologies will require customers to create new accounts. But this could also be a positive to clean up "households" with more accurate, up-to-date information. Our current system allows customers to create multiple accounts on the same email address.

TIMELINE

- **April – June 2026:** Discovery and Planning, Site Configuration, and Building
- **June – November 2026:** Staff Training
- **November-December 2026:** Community & Customer Engagement – How to use the platform, what's changing, how to create your account.
- **April 5, 2026:** Sportsman software annual renewal through May 2, 2027. Overlap will exist through the spring/summer 2027 registration period for account lookup, history of swim lessons passed, etc.
- **September 2026 – January 2027:** City of Clive website refresh – site building
- **December 2026:** Rec Technologies Launch - Roll out holiday/early bird Clive Aquatic Center pass sales.
- **January 2027:** Launch the first Rec Technologies registration period that encompasses January-March programming.
- **February 2027:** City website soft launch
- **March 2027:** City website full launch
- **Late March 2027:** Second (heavy) registration period that encompasses April-August programming via Rec Technologies
- **May 2027:** Sportsman account contract completed

CLIVE DEPARTMENT COLLABORATION

I have facilitated meetings and Q&A opportunities with both Clive IT and Finance. Each has met with or been in communication with Rec Technologies to answer their content-specific questions. Both IT and Finance have given their blessing on the switch to Rec Technologies.

- Corey Eastman – Finance
- James K - IT
- Project Focus Group: Tiffany B, Alyssa W, Jon G, Lindsey P, Stephanie K, Jeff L

FAQ

Do customers need to create separate accounts to use other cities Sportsman software?

A. Yes. Each customer must create a separate account for each City. Logins and accounts do not transfer to other cities.

What software do other neighboring cities use?

A. West Des Moines uses Xplor Recreation. Waukee, Urbandale, and Ankeny use Sportsman. Sioux City is currently implementing Rec Technologies.

How will the Library incorporate a new software system? Will the Library use the system the same as recreation?

A. Yes, both recreation and library will utilize the software in the same. The Library would use Rec Technologies for programs, classes, and Study Room rentals. The Library also anticipates using Rec Technologies to offer the new Greenbelt Room for public use rentals beginning January 2027.

How often is payment remitted from Rec Technologies to City of Clive?

A. Four times per month.

FUNDING/COSTS – *see attachment for detailed research*

- Two contract options exist
    - Pay as you go – A percentage of revenue processed by Rec (1.7%)
    - Annual – Paid upfront. $12,500
- Credit Card Processing
    - 3.5% of all revenue processed by Stripe
- Transaction Fees
    - $.30 per transaction
- One-time implementation fee
    - $5,000
- Contract Term – 3 years

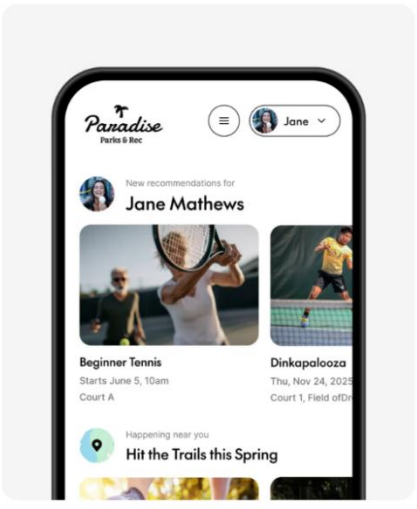
OFFSETTING REVENUE GENERATION

To generate offsetting revenue, the following fee increases are proposed to take effect January 1, 2027. These increases would generate roughly $13,500 in additional revenue.

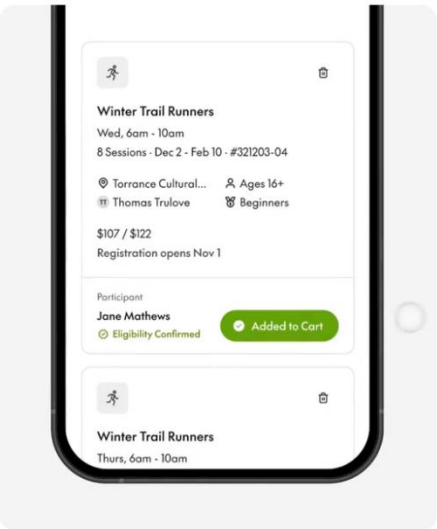
Recreation programs	$5.00 per program	Varies across GL accts
Shelter rentals	$5.00 per rental	Rental Income GL acct
CAC rentals	$50.00 per rental	Pool Rental GL acct

(Based upon 1/1/2025-12/31/2025 statistics)

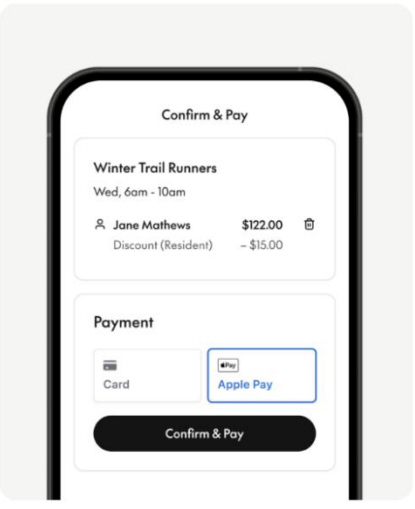
Shelter Reservations	119 rentals	+$600 revenue
Swim Lessons	1,200 registrations	+$6,000 revenue
Youth BB Teams	220 teams	+$1,100 revenue
Adult Sports Leagues	238 teams	+1,190 revenue
Summer Recreation	733 registrations	+3,665 revenue
CAC Rentals	20 rentals	+1,000 revenue



Browse

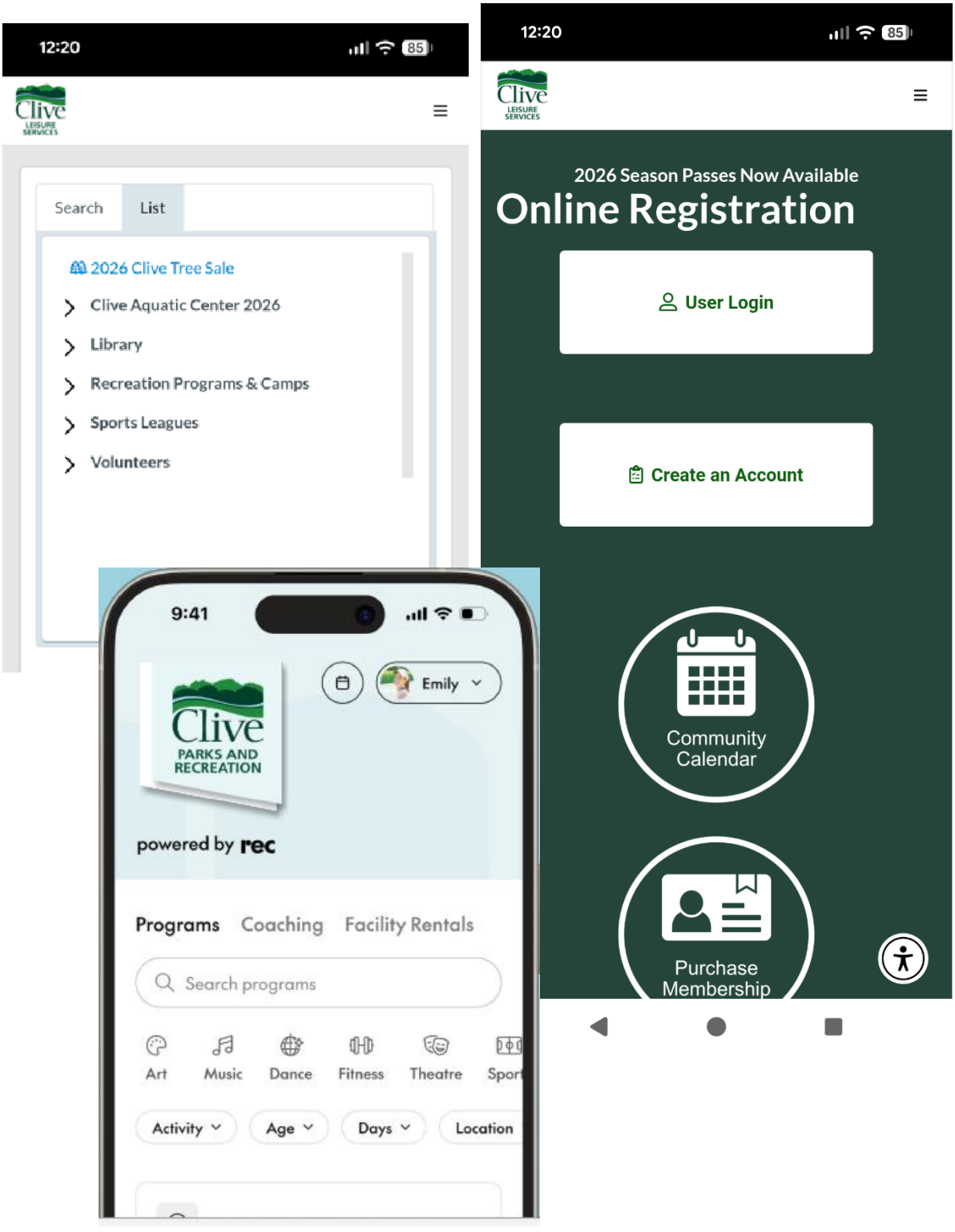


Register

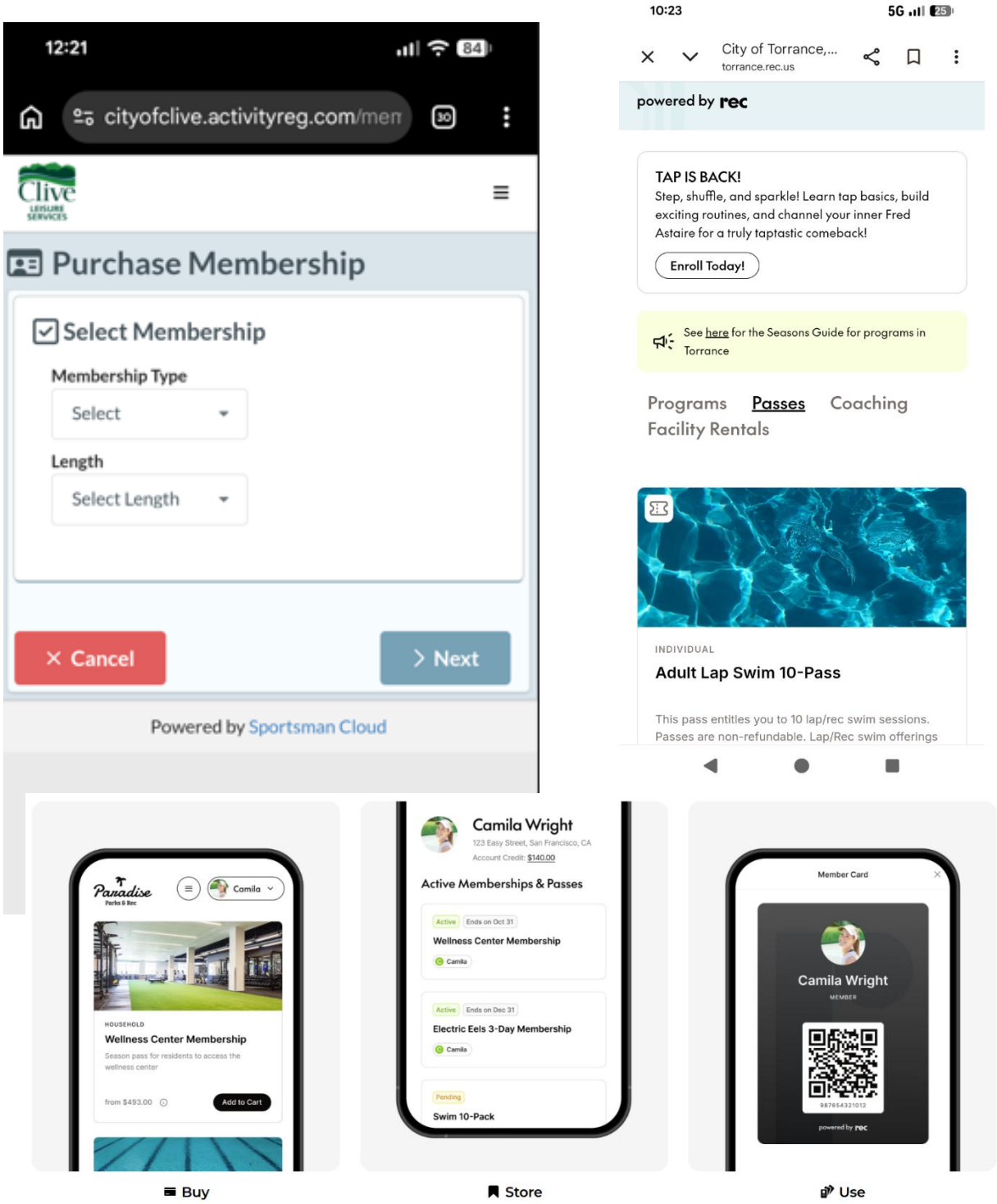


Pay

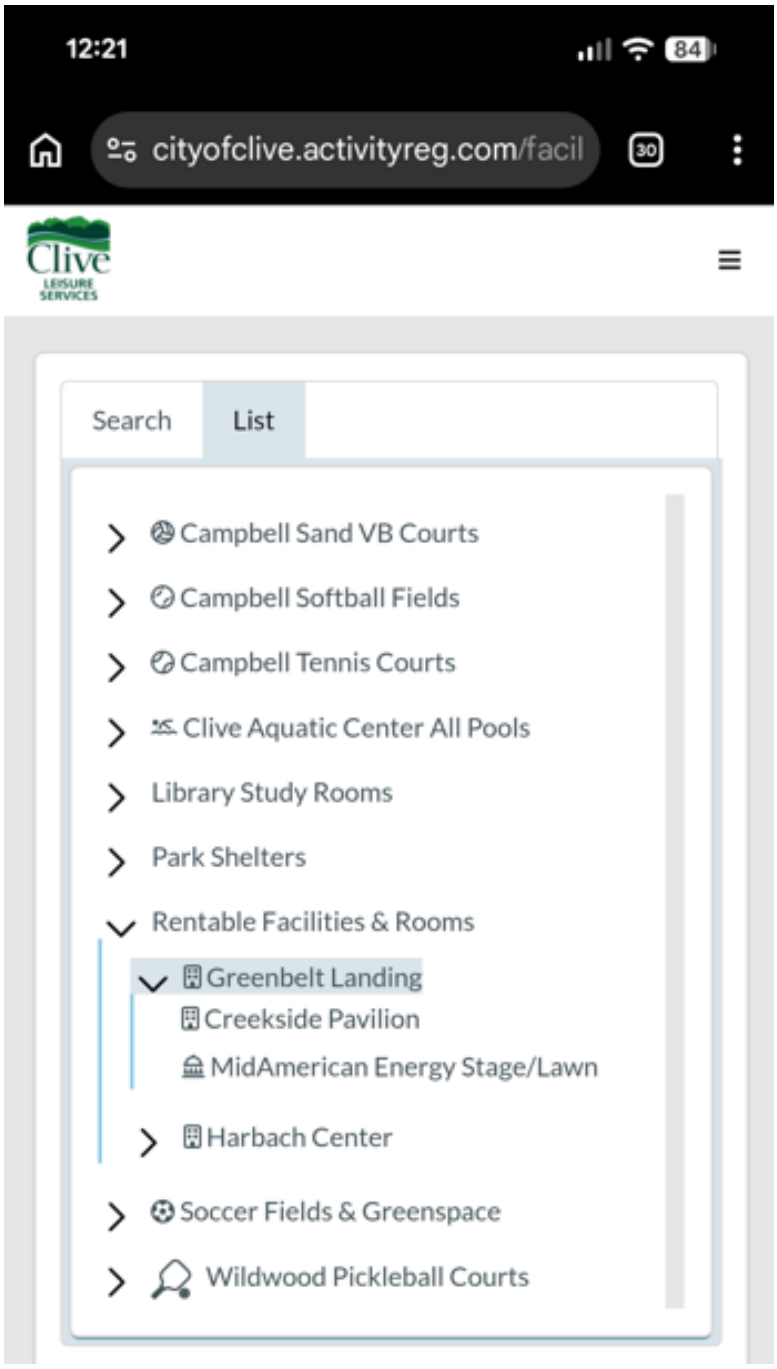
FIRST LOOK – NAVIGATION



MEMBERSHIP PURCHASING

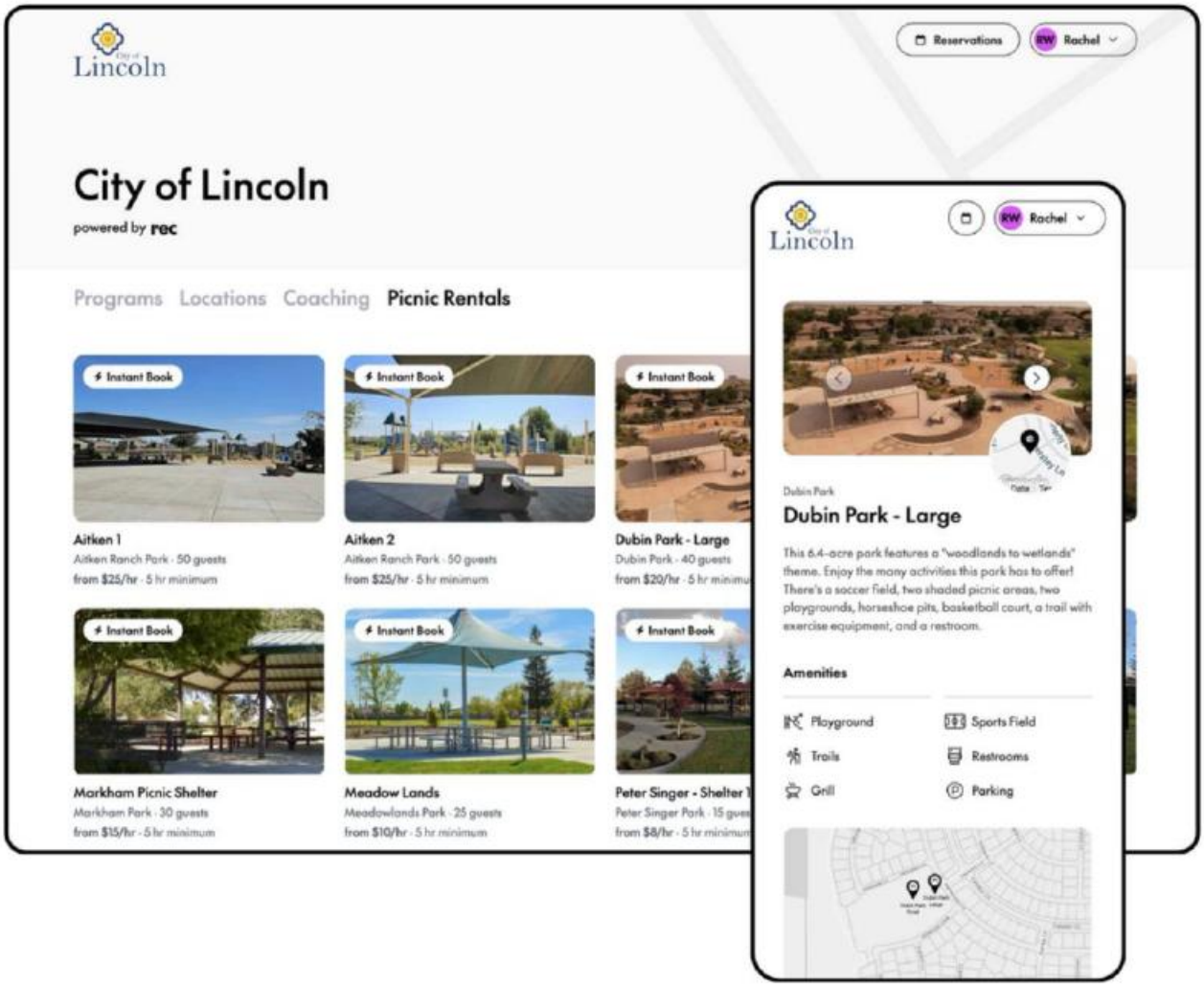


FACILITY BOOKINGS (SPORTSMAN)



Clive

FACILITY BOOKINGS (REC TECHNOLOGIES)



RESOLUTION NO. _____

RESOLUTION APPROVING PROFESSIONAL SERVICES AGREEMENT WITH REC TECHNOLOGIES FOR LEISURE SERVICES OPERATING SOFTWARE

WHEREAS, the City has a need for a software platform for users to register for programs, activities, or sports leagues, rent facilities, organize finances, and process said payments;

WHEREAS, the contractor will provide a service to the City, supplying software to meet those needs; and

WHEREAS, the City staff will train on this new software this summer and fall, and implementation would take place in December 2026 to coincide with holiday aquatic center season pass sales, with full implementation in January 2027 or programming and activities; and

WHEREAS, the City and Rec Technologies both desire to enter a Professional Services Agreement to provide software services for a period of three (3) years.

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

That the Professional Services Agreement with Rec Technologies regarding Leisure Services operating software is hereby approved and accepted by this City Council, and the Mayor is hereby authorized and directed to execute said agreement on behalf of the City; and the City Clerk is hereby authorized and directed to attest to the signature of the Mayor to same.

PASSED AND APPROVED this ____ day of _____, 2026.

By_____
John Edwards, Mayor

ATTEST:

_____
Matthew Graham, City Clerk

REC TECHNOLOGIES INC.
SERVICES AGREEMENT

Client and Rec share the goal of increasing community participation. Client desires to make its facilities and programming offerings available to residents and to otherwise take advantage of the administrative, scheduling, and transactional, and marketing functions of the Rec Platform to help get the local community active. Rec also desires to give Client access to the Rec Platform in a way that improves the day-to-day operations for the Client.

This Services Agreement ("Agreement") is made as of May 15th, 2026 (the "Effective Date"), by and between the City of Clive ("Client") and Rec Technologies Inc. ("Rec"). Client and Rec are referred to herein collectively as the "Parties," and each as a "Party."

This Agreement is comprised of the following Schedules which are incorporated into and made a part of this Agreement:

Schedule 1 (Services)

Schedule 2 (Fee Schedule)

Schedule 3 (Marketing & Promotional Commitments)

Schedule 4 (Scope of Work)

1. Services. Rec owns and operates a proprietary technology platform (the "Rec Platform") that powers the management and use of facilities such as racquet courts, sports fields, aquatics centers and other recreational spaces, which may include opportunities for Rec's authorized users to view schedules and play guidelines, book programming and reserve such spaces for recreational use, lessons, and other facilitated or unfacilitated activities (collectively, the "Services"). Client shall be entitled to the Services set forth in Schedule 1 (attached hereto) at the negotiated rates set forth in Schedule 2 (attached hereto). In addition to the Services set forth in Schedule 1, Client may also opt in to additional services as approved in writing (via amendment or email) by the Parties hereto. Use of the premises and the Services shall at all times be subject to Client's resident terms of use and Rec's published community guidelines.

2. Term; Termination.

(a) Term. This Agreement commences on the Effective Date and continues through May 14th, 2029 unless earlier terminated in accordance with the terms of this Agreement (the "Initial Term"). Unless otherwise set forth herein, upon expiration of the Initial Term, this Agreement will automatically renew for additional consecutive one-year (1-year) periods (each, a "Renewal Term" and, collectively with the Initial Term, the "Term"), unless and until either party gives the other at least ninety (90) days' prior written notice. Fees during any Renewal Term shall be the same as that of the previous term unless Rec provides Client with notice of a pricing change, in which case such pricing change will go into effect during the next Renewal Term.

(b) Termination. Either Party may terminate this Agreement immediately by written notice to the other Party in the event of (i) the other party materially breaches the Agreement and does not cure such breach within thirty (30) days following written notice thereof or (ii) either Party makes a general assignment for the benefit of creditors, is adjudicated as bankrupt or insolvent, commences a case under applicable bankruptcy laws or files a petition seeking reorganization.

(c) Effect of Termination. Upon expiration or termination of this Agreement, (i) the rights and licenses granted to Client hereunder will terminate immediately and Client shall be responsible for all Fees due as of the date of termination as set forth in Schedule 2 hereto, (ii) Client will immediately cease all use of the Rec Platform and (iii) each Party will return or destroy and make no further use of any Confidential Information belonging to the other Party.

3. Representations & Warranties

(a) Each Party represents to the other that it is a valid legal entity and is in good standing or validly existing under the laws of the state of its formation and residence. Each Party represents that it has all the requisite legal power and authority to execute, deliver and perform its obligations under the Agreement; that the execution, delivery and performance of the Agreement has been duly authorized; that the Agreement is enforceable in accordance with its terms; and that no approval, authorization or consent of any governmental or regulatory authorities is required to be obtained or made in order for it to enter into and perform its obligations under the Agreement.

(b) EXCEPT FOR THE LIMITED PERFORMANCE WARRANTY STATED ABOVE, REC AND ITS AFFILIATES AND SUPPLIERS DO NOT REPRESENT THAT CLIENT'S USE OF THE SERVICES WILL BE SECURE, TIMELY, UNINTERRUPTED OR ERROR-FREE OR THAT THE SERVICES WILL MEET CLIENT'S REQUIREMENTS OR THAT ALL ERRORS IN THE SERVICES OR DOCUMENTATION WILL BE CORRECTED OR THAT THE OVERALL SYSTEM THAT MAKES THE SERVICES AVAILABLE (INCLUDING BUT NOT LIMITED TO THE INTERNET, OTHER TRANSMISSION NETWORKS, AND CLIENT'S LOCAL NETWORK AND EQUIPMENT) WILL BE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. THE STATED WARRANTY IS THE SOLE AND EXCLUSIVE WARRANTY OFFERED BY ANY PARTY OR THIRD PARTY. THERE ARE NO OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, THOSE OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OF THIRD-PARTY RIGHTS. EXCEPT FOR THE LIMITED WARRANTY EXPRESSLY MADE ABOVE, THE SERVICE IS PROVIDED TO CLIENT ON AN "AS IS" AND "AS AVAILABLE" BASIS. CLIENT ASSUMES ALL RESPONSIBILITY FOR DETERMINING WHETHER THE SERVICES OR THE INFORMATION GENERATED THEREBY IS ACCURATE OR SUFFICIENT FOR CLIENT'S PURPOSES.

4. Indemnification

(a) Each party (the "Indemnifying Party") shall fully indemnify, defend and hold harmless the other party and its officers, directors, employees, agents, successors and assigns (the "Indemnified Party") from and against any and all third party claims, damages, liabilities, losses, and expenses (including any and all reasonable attorney fees, expenses and costs) incurred by or asserted against any Indemnified Party of whatever kind or nature due to (a) a breach or alleged breach by the Indemnified Party of any representation or warranty in this Agreement, and/or (b) a claim related to the negligent acts or negligent failure to act, errors, omissions, or willful misconduct of the Indemnifying Party, its employees, agents, or contractors. The Indemnified Party shall promptly notify the Indemnifying Party of any such claims, suits and actions, and upon request, provide reasonable assistance to the Indemnifying Party. The Indemnifying Party shall not enter into any settlement or compromise related thereto that contains an admission on the part of the Indemnified Party or otherwise negatively impacts the Indemnified Party in any manner without the prior written consent of the Indemnified Party.

5. Intellectual Property

(a) Ownership. Except as expressly set forth herein, Rec and its licensors own all rights, including Intellectual Property Rights, in the Services and any information included therein (excluding any Client

Data), including software and other technology underlying the Services and any individual user account data and records, any modifications, enhancements, customizations, updates, revisions or derivative works of the Services or such technology or information. No transfer of ownership will occur under this Agreement.

(b) Client Data. Except as expressly set forth herein, Client will own all worldwide right, title and interest in and to all Client Data and Rec will not obtain any ownership rights or interests in such data. Client hereby grants to Rec a non-exclusive license to use, reproduce, modify and distribute copies of and make available the Client Data and to sublicense such rights as is necessary to provide the Rec Platform to Client. "Client Data" will mean all data and information submitted to the Rec Platform under the account of an employee, consultant, contractor or agent of Client.

(c) Restrictions. Client will not, and will not allow any third party to (i) modify, copy or otherwise reproduce the Rec Platform or content available therein in whole or in part except as may otherwise be agreed upon by the Parties in writing, (ii) reverse engineer, decompile, disassemble or otherwise attempt to derive the source code form or structure of the software used in the Rec Platform, (iii) provide, lease or lend the Rec Platform to any third party except as expressly authorized hereunder, (iv) remove any proprietary notices or labels displayed on the Rec Platform, (v) modify or create a derivative work of any part of the Rec Platform, (vi) use the Rec Platform for any unlawful purpose, or (vii) "frame" or "mirror" any of Rec's content which forms part of the Rec Platform. All rights not expressly granted to Client under this Agreement are reserved by Rec.

6. Equal Opportunity. Rec will not discriminate against any employee, applicant for employment, agent or subcontractors, or in the selection thereof, because of race, religion, color, national origin, marital status, sex, disability, sexual orientation or age. Rec will take such actions as are reasonably necessary to ensure that employees, applicants for employment, agents or subcontractors, are treated without regard to their race, religion, color, national origin, marital status, sex, sexual orientation or age. As used herein, the term "treated" will mean and include, without limitation, the following: recruited, whether by advertising or other means; compensated, whether in the form of rates of pay or other forms of compensation; selected for training, including apprenticeship; promoted; upgraded; demoted; downgraded; transferred; laid off; and terminated.

7. Confidentiality. Each party agrees to keep confidential and not disclose or use any confidential information of the other party except as necessary for the performance of its obligations under this Agreement.

8. Independent Contractor. Rec, in performance of its obligations under this Agreement, is acting as an independent contractor, and the personnel supplied to Client are engaged solely by Rec and not by Client. Rec personnel are not employees or agents of Client, and neither Rec nor its employees or agents will be subject to the direction, control or supervision of Client with respect to that time spent or procedures followed in the performance of the Services hereunder, and has no right or power, express or implied to do any act or thing that would bind Client.

9. Limitation of Liability. TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL REC (INCLUDING ITS SUBSIDIARIES AND OTHER AFFILIATES) OR ITS OR THEIR OFFICERS, EMPLOYEES, AGENTS, SUPPLIERS OR LICENSORS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, COVER OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, REVENUE, GOODWILL, USE OR CONTENT) HOWEVER CAUSED, UNDER ANY THEORY OF LIABILITY, INCLUDING, WITHOUT LIMITATION, CONTRACT, TORT, WARRANTY, NEGLIGENCE OR OTHERWISE, EVEN IF COMPANY HAS BEEN ADVISED AS TO THE POSSIBILITY OF SUCH DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE AGGREGATE MAXIMUM

LIABILITY OF REC (INCLUDING ITS SUBSIDIARIES AND OTHER AFFILIATES) AND ITS AND THEIR OFFICERS, EMPLOYEES, AGENTS, SUPPLIERS OR LICENSORS, RELATING TO THE SERVICES WILL BE LIMITED TO AN AMOUNT PAID BY CLIENT DURING THE 12-MONTH PERIOD OCCURRING IMMEDIATELY PRIOR TO THE EVENT GIVING RIGHT TO LIABILITY. THE EXISTENCE OF MULTIPLE CLAIMS WILL NOT INCREASE SUCH LIMIT. THE LIMITATIONS AND EXCLUSIONS ALSO APPLY IF THIS REMEDY DOES NOT FULLY COMPENSATE CLIENT FOR ANY LOSSES OR FAILS OF ITS ESSENTIAL PURPOSE. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OF INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES. IN SUCH AN EVENT THIS LIMITATION WILL NOT APPLY TO THE EXTENT PROHIBITED BY LAW. The Parties acknowledge that the limitations set forth in this Section are integral to the amount of fees charged in connection with making the Services available to Client and that, were Rec to assume any further liability other than as set forth herein, such fees would of necessity be set substantially higher.

10. Governing Law. This Agreement has been made in and will be construed and enforced in accordance with the laws of the State of California applicable to agreements executed and wholly to be performed therein. Any action to enforce this Agreement will be brought in the federal or state courts located in the City of San Francisco.

11. Supremacy of this Agreement. The provisions, terms and conditions of this Agreement hereto represent the entire Agreement and supersede any prior written agreement or understanding not incorporated herein. In the event that inconsistencies exist between this Agreement and any prior written agreements or understandings, the terms of this Agreement will prevail.

12. Right of Assignment. Neither this Agreement nor any rights or obligations hereunder may be assigned by either party hereto without the consent of the other; provided, however, that each party will have the right to assign this Agreement without the other party's consent in connection with the purchase or sale of its business. This Agreement will inure to the benefit of and be binding upon the Parties and their representative successors and assigns. Nothing will prevent the use by or for sublicense to, or assignment, in whole or in part, of this Agreement to Client's parent company or to subsidiaries of either thereof.

13. Further Assurance. The Parties agree to perform all acts and execute all supplementary instruments or documents which may be necessary or desirable to carry out the provisions of this Agreement.

14. No Waiver. The failure of either party to insist upon the performance of any terms or conditions of this Agreement or to exercise any rights or privilege conferred in this Agreement or the waiver of enforcing penalties resulting from any breach of any of the terms or conditions of this Agreement, will not be construed as waiving any such terms, conditions, rights or privileges, but the same will continue and remain in full force and effect as if no such forbearance or waiver had occurred.

15. Insurance. Rec will maintain the following insurance coverage naming Client and its directors, agents and employees as additional insured. Upon request, Rec will provide Client with a Certificate of Insurance reflecting such coverage.

(a) Commercial General Liability: $1,000,000 per occurrence and $2,000,000 Aggregate
(b) Cyber, Technology and Professional Liability: $2,000,000 per occurrence and $2,000,000 Aggregate
(c) Sexual Abuse & Molestation Liability: $1,000,000 Aggregate
(d) Worker's Compensation: Employee's liability insurance with minimum limits of $1,000,000 per occurrence. The workers compensation policy shall be endorsed with a waiver of subrogation in favor of Client for all work performed by Rec, its employees, agents and subcontractors.

16. Force Majeure. Neither party will be liable for any delay in the performance or non-performance of its obligations if such delay or non-performance is due to causes beyond such party's reasonable control, including but not limited to, fire, explosion, accidents, strikes, breakdown of plant, epidemic, cyclone, floor or power failure, civil disorder, acts of government, acts of public enemies, acts of terrorism, war, revolution, civil commotion, blockage or embargo, business interruption, business emergency, any law, order, proclamation, regulation, ordinance, demand or requirement of any government or any subdivision authority or representative of any such government or any other force majeure event ("Force Majeure"). In the event a Force Majeure is affecting any Party, the affected Party will have the right to terminate this Agreement by providing written notice to that effect and the affected Party will be released from its obligations under the Agreement and will not be obligated to make any further payments under this Agreement as of the termination date.

17. Notices. All notices and other communications required or permitted under this Agreement will be in writing and will be effective: (i) when personally delivered; (ii) the next business day following deposit with a reputable courier service for overnight delivery; or (iii) five (5) business days following deposit in the United States mail, first class postage prepaid, registered or certified. All notices will be addressed as follows:

If Client:

ATTN:

With an emailed copy to _____

If Rec:

ATTN:

Rachel Williams

2261 Market Street STE 22268

San Francisco, CA 94114

With an emailed copy to _____

IN WITNESS WHEREOF the parties hereto have signed this Agreement as of the date first written above.

Client	**Rec Technologies, Inc.**
_____	_____
Signature	Signature
_____	_____
Name	Name
_____	_____
Title	Title
_____	_____
Date	Date

SCHEDULE 1: REC PLATFORM & SERVICES

Schedule 1A: Standard Platform and Services

Rec Technical Platform	Applicable
Programming Module	✓
Facilities Module	✓
Memberships Module	✓
Finance & Reporting	✓
Embedded Payment Processing	✓
Marketing & Communications*	✓
AI-Powered Tooling	✓

Selecting one to two modules indicates a pilot program with Rec.
Selection of all modules indicates use of the full Rec platform.
**Marketing & Communications includes 10,000 SMS, with $0.03 overage.*

Rec Services (Ongoing)	Applicable
Live Support from Dedicated Partner Success Manager at Regular Check-ins	✓
Partner Support Team Available via Email and Chat	✓
Ongoing Live/Recorded Training Sessions for New Features	✓
Marketing Design & Material Production	✓

Rec Services (Launch)	Applicable
Live Training Program for All Staff	✓
Dedicated Account Management and Configuration Support	✓

Data Migration Assistance	✓
Community Engagement Marketing Campaign	✓

SCHEDULE 2: FEE SCHEDULE

Schedule 2A: Annual Fee

Fee based on Client's annual revenue estimate of $900,000.

Year	Rec Annual Fee*	Discounted Annual Fee**
Year 1	~~$22,500~~	$12,500
Year 2	~~$22,500~~	$12,500
Year 3	~~$22,500~~	$12,500

**List price for cities transacting $750k-$1M in revenue on the Rec platform.*
Annual fee is based on the Client's good-faith estimate of revenue to be processed through the platform. Rec reserves the right to regularly review the prior quarter's transaction volume and to adjust the service fees as necessary to reflect the transaction volume processed during that period.

***Discount applied for Rec's Flagship Partner Program*

Schedule 2B: Payment Processing

The following fees are charged based on the method of transaction made by end users on the Rec platform.

The Client has the option to pass a portion of the following payment processing fees incurred during transactions onto end users. The specific amount or percentage to be passed on will be determined and set by the Client at their discretion.

Payment Method	Fee
Credit Card	3.5% + $0.30
ACH or ECheck	1.0%
Cash or Physical Check	No Fee

Payment processing fees apply to all transactions, including initial charges made by end users and refunds issued. In the case of a refund, the original processing fee is not returned, and the standard processing fee will apply to process the refund for credit cards.

ACH payment pricing is listed for reference and reflects a payment option that Rec intends to make available in the future.

Schedule 2C: Implementation & Hardware

Implementation & Hardware	**Fee**

System Configuration	~~$10,000~~ $5,000
Data Migration Assistance	
Staff Training	
Design and Brand Collaboration	
Point of Sale Hardware Readers	$350 per terminal
Facility Public Signage - 18x18” (Courts, Rinks Etc)	$60 per sign
Facility Public Signage - 9x9” (Rec Rooms, Picnic Rentals)	$40 per sign

Schedule 2D: Payment Terms

Rec shall be responsible for issuing invoices for all fees due under this Agreement. All payments shall be made in U.S. dollars and may be remitted via ACH transfer, wire transfer, or check. The Client shall be responsible for any bank fees or transaction costs associated with their chosen payment method. All payments must reference the corresponding invoice number to ensure proper application.

Annual Fee Payment Terms

The Annual Fee for the Services shall be due and payable within thirty (30) days following the commencement of the Phase 2: Configuration & Building. This date shall be deemed to begin on the earlier of a date mutually agreed upon by the Parties in writing or as outlined in Schedule 4. Failure to remit payment within the specified timeframe may result in suspension of Services or other remedies as outlined in this Agreement.

Implementation Fee Payment Terms

The Implementation Fee shall be due and payable within thirty (30) days following the Effective Date of this Agreement. The Effective Date shall be the date of execution of this Agreement by both Parties. Failure to remit payment within the specified timeframe may result in suspension of Services or other remedies as outlined in this Agreement.

Hardware and/or Signage Purchasing Invoice

The Client shall be invoiced for any hardware and/or signage purchases made by Rec Technologies on the Client’s behalf. Such invoices shall be issued upon procurement of the hardware and/or signage and shall be due and payable within 30 days of the invoice date. The Client acknowledges that all hardware and/or signage purchases are final and non-refundable unless otherwise stated in the manufacturer’s warranty or return policy.

SCHEDULE 3: MARKETING & PROMOTIONAL COMMITMENTS

1. CLIENT MARKETING OBLIGATIONS

a. **Email.** Client will actively participate in Rec partner marketing initiatives by sending out email messages to its community members to promote and advertise recreational programming facilitated by the Rec Platform.

b. **Direct Links from the City Website.** Client will include direct links to the Rec Platform on relevant sections of its website. These links will provide easy access for community members to explore and register for recreational programs.

c. **Co-Marketing.** Client agrees to reasonably participate in mutually agreed upon co-marketing efforts, which may include a joint press release, customer case study, or similar activity highlighting the implementation of the Services.

2. REC'S MARKETING COMMITMENTS

a. Rec will engage in marketing and brand design with Client in order to support improvements in physical signage and digital presence.

b. Rec will provide guidance to the Client on marketing best practices based on learnings from successful launches, including when to notify residents of a system transition, what channels to use, and how to make the user account creation process easy for residents

SCHEDULE 4: SCOPE OF WORK - REC PLATFORM DEPLOYMENT

Phase 1: Initial Discovery & Timeline Build (typically Month 1) *Rec shall establish the foundation for Rec Platform functionality and facility management.*	
Objectives	● Establish foundation for Rec functionality for Client ● Conduct discovery workshops to understand department needs
Benchmarks	● Complete discovery sessions with the Client to identify any configurations ● Complete and approve timeline to launch including key training and marketing dates to the public
Client Requirements	● Scheduling and participation of discovery sessions for the following modules ○ Programming ○ Facilities ○ Memberships ○ Finance & Reporting ○ Marketing & Community Engagement
Phase 2: Configuration & Building *Rec shall assist Client in completing configuration for all key system components, including registration, facilities and payment processing.*	
Objectives	● Complete configuration for all key system components: registration, facilities, memberships, payment processing
Benchmarks	● Programming: Set up agency-branded templates for class creation, email/SMS confirmations, and waiver management. ● Facilities: Configure facilities (gyms, parks, fields, etc.) in Rec with dynamic calendar and facility rules engine ● Memberships: Set up membership rules and plans. ● Payment Processing: Activate payment system for online and point-of-sale transactions (including payment processing integration). ● Finance and Accounting reporting: Configure reporting necessary, including accrual based revenue recognition, overdue payment plans, and remittance reports (4x monthly for Rec platform, quarterly for Rec pilots).
Client Requirements	● Programming registration data export from existing software ● Location and facilities details
Phase 3: Training & Program Ready *Rec shall ensure full team training and readiness for ongoing operations.*	
Objectives	● Ensure full team training and readiness for ongoing operations. ● Focus on system optimization to support seamless registration for users.

Benchmarks	● Team Training: Complete comprehensive training sessions for all agency staff, covering advanced features such as reporting, registration management, and customer support processes. ● User Registration: Finalize setup of the registration system to ensure that users can easily discover, register, and pay for programs and classes. ● Facilities & Permit Management: Ensure staff can effectively manage facility rentals, special permits, and event coordination, including document storage and waivers. ● Waivers and Policies: Ensure that staff can handle waivers and policies, print necessary documentation, and manage signed waiver notifications.
Client Requirements	● Participation in all scheduled training sessions and self-directed training modules ● Waiver and policy data for ingestion
Phase 4: Marketing Ready & Launch *Rec shall be ready for a public launch of the system.*	
Objectives	● Prepare for a public launch of the system with Rec marketing support. ● Ensure user engagement through email marketing and promotional materials.
Benchmarks	● Marketing Support: Finalize the design and production of print and digital marketing materials, ensuring alignment with the agency's branding and messaging. ● Email Marketing Campaigns: Set up and launch custom email marketing campaigns, promoting program registration and new offerings to residents. ● Public Launch: Conduct the official launch of the platform for public-facing registration and facility booking, ensuring all automated systems, including confirmations and reminders, are operational. ● User Engagement: Roll out special pricing, residency verification, and other engagement strategies to attract diverse groups to programming.
Client Requirements	● Public communication and marketing of new system including the following at minimum: 3 email blasts, dedicated website information, 3 social media posts

Memo

TO: Mayor and Council members
FROM: Richard Brown, Leisure Services Director
DATE: May 14, 2026
RE: Authorization to Release Request for Proposals for Indian Hills Jr High Park Master Plan

SYNOPSIS:
The creation of a plan for a joint city and school park on the grounds of Indian Hills Jr High School was prioritized by the City Council as part of its strategic planning process. The City and West Des Moines Schools have been working together to develop a scope of services for this park plan. The West Des Moines School Board authorized the release of this request for proposals at their meeting on Monday, May 11.

The site is approximately 11 acres in size, located on the north side of the school building and presents a unique opportunity to improve recreational infrastructure for middle-school-aged students while addressing recreation gaps in the surrounding neighborhood. Both agencies recognize that a thoughtful, collaborative planning process is essential to balancing school priorities, community needs, and long-term operational sustainability.

Additionally, West Des Moines Schools are concurrently working on a plan to add a performing arts center to the existing school building and will also be adding additional parking to the site to support the center. The school improvements will require coordination with the District's Design & Engineering consultant to ensure that both plans work seamlessly together.

This master planning effort will be jointly funded by the School District and the City. It is expected that a consultant team will be selected by the end of the summer and that subject to contract approval by the School Board and the City Council that the planning process will begin in the fall of 2026.

Staff recommends the City Council authorize the release of the RFP to find a qualified consultant team to undertake the planning process.

Attachments:
1. Indian Hills Jr High Park RFP

REQUEST FOR PROPOSALS

Indian Hills Jr High

Greenspace Master Plan

Issued by:

City of Clive, Iowa

In Partnership with the West Des Moines Community School District

Proposals Due: June 15, 2026

RFP Issued: May 15, 2026

Submit Proposals To:

Richard Brown

Leisure Services Director | City of Clive, Iowa

rbrown@cityofclive.com | 515-223-5246

1. Introduction and Background

The City of Clive, Iowa (Clive), in partnership with the West Des Moines Community School District (WDMCSD), is soliciting proposals from qualified planning and design firms to develop a Greenspace Master Plan for the shared-use greenspace adjacent to Indian Hills Jr High School located at 9401 Indian Hills Drive in Clive. This initiative reflects a joint commitment by both agencies to create a well-coordinated, community-supported plan that serves students, school programs, and neighborhood residents.

The site is approximately 11 acres in size, located on the north side of the school building and presents a unique opportunity to improve recreational infrastructure for middle-school-aged students while addressing recreation gaps in the surrounding neighborhood. Both agencies recognize that a thoughtful, collaborative planning process is essential to balancing school priorities, community needs, and long-term operational sustainability.

Additionally, WDMCSD is concurrently working on a plan to add a performing arts center to the existing school building and will also be adding additional parking to the site to support the center. The school improvements will require coordination with the WDMCSD's Design & Engineering consultant to ensure that both plans work seamlessly together.

This RFP establishes the scope of services, submission requirements, evaluation criteria, and key timelines for the selection of a qualified master planning team.

2. Project Goals and Guiding Principles

The selected consultant team will work within a framework defined by the following guiding principles, which have been agreed upon by both partner agencies:

Guiding Principles
Shared Use with Clear Roles — The site will function with clearly defined responsibilities related to ownership, use, maintenance, scheduling, and liability.
School Use Priorities — School use needs are well-defined as the primary driver for the adjacent greenspace, with student and instructional needs leading the program.
Neighborhood-Serving Design — The plan will address neighborhood recreation gaps while remaining sensitive to nearby residents regarding noise, lighting, parking, and hours of use.
Age-Appropriate and Flexible Spaces — Amenities will support middle-school-aged users while remaining adaptable for broader community use.
Phased and Fundable Implementation — The master plan will identify improvements that can be implemented in phases over time as funding becomes available, with early phases delivering visible community benefit.

3. Scope of Services

The scope of work is organized into six phases corresponding to the recommended master planning process. Proposers are expected to address each phase in their work plan and fee proposal. The following scope is

intended to be comprehensive; proposers are encouraged to identify any additional tasks they believe are necessary to deliver a complete and high-quality master plan.

Phase 1 — Project Initiation and Alignment

Establish shared expectations, governance, and project infrastructure before engaging the public.

Scope of Work:

- Facilitate a project kickoff meeting with designated project managers from the City of Clive and WDMCSD
- Support the formation and coordination of a joint City–School District Steering Committee
- Assist both agencies in confirming project goals, budget parameters, timeline, and decision-making protocols
- Facilitate early discussion on shared-use assumptions including access hours, supervision, security, and event use
- Develop and finalize a stakeholder identification matrix and a public engagement strategy

Key Deliverables:

- Kickoff meeting summary and action items
- Stakeholder identification matrix
- Public engagement strategy

Phase 2 — Site and Context Analysis

Document existing conditions and identify the opportunities and constraints that will inform realistic planning outcomes.

Scope of Work:

- Conduct a physical site analysis including topography, drainage, utilities, and environmental constraints
- Review school needs assessment covering PE, recess, athletics, and outdoor learning
- Perform neighborhood and community context analysis, including demographics, recreation access, and adjacent land uses
- Evaluate operational considerations including vehicular access, pedestrian connections, parking, maintenance, and security
- Evaluate stormwater management solutions as required by Clive ordinances

Key Deliverables:

- Existing conditions summary report
- Opportunities and constraints map

Phase 3 — Stakeholder and Community Engagement

Gather meaningful input from key stakeholders and the broader community while managing expectations and framing conversations around priorities and trade-offs.

Scope of Work:

- Design and facilitate targeted engagement sessions with distinct groups: students, parents, and school staff; neighborhood residents; and community users and interest groups
- Employ a range of engagement methods including student workshops, focus groups, public open houses, and online surveys
- Structure engagement to capture trade-off preferences rather than unrestricted wish lists
- Compile and synthesize engagement results into a summary document identifying shared priorities and key areas of concern

Key Deliverables:

- Community engagement summary report
- Identification of shared priorities and key areas of concern

Phase 4 — Program Development and Concept Alternatives

Translate identified needs and community input into feasible design concepts that illustrate different planning approaches.

Scope of Work:

- Develop a program framework identifying the types, quantities, and relationships of amenities and spaces
- Prepare two to three concept alternatives that illustrate different approaches to balancing school and community use
- Develop preliminary cost estimates for each alternative
- Identify phasing considerations, including potential early-action improvements, for each alternative
- Identify potential funding sources including grants, capital improvement programs, and partnership opportunities
- Present alternatives to the Steering Committee and solicit feedback

Key Deliverables:

- Program framework memorandum
- Two to three illustrated concept plans
- Order-of-magnitude cost estimates for each alternative
- funding strategy
- Phasing diagrams

Phase 5 — Preferred Plan and Implementation Strategy

Refine the preferred concept and develop a clear, actionable path forward for implementation.

Scope of Work:

- Refine a preferred concept based on stakeholder and Steering Committee feedback
- Develop a phased implementation plan with associated cost estimates
- Prepare an outline of operational responsibilities and a shared-use agreement framework for review by both agencies

Key Deliverables:

- Draft master plan document

- Phasing strategy
- Shared-use agreement framework outline

Phase 6 — Adoption and Next Steps

Formalize commitment to the master plan and establish a clear authorization path for implementation.

Scope of Work:

- Prepare and present the final master plan to the joint Steering Committee for review and comment
- Facilitate a joint presentation to the Clive City Council and the WDMCSD School Board
- Incorporate feedback and finalize the master plan document for formal adoption
- Prepare an implementation roadmap outlining recommended next steps for design, funding pursuit, and early construction phases

Key Deliverables:

- Final adopted master plan document (digital PDF and editable source files)
- Implementation roadmap

4. Anticipated Project Schedule

Clive and WDMCSD intend to complete the consultant selection process and award a contract in summer 2026, with a project kickoff anticipated in fall 2026. The following milestones reflect the overall procurement and project timeline. All dates are estimates and subject to change.

Milestone / Activity	Target Date
RFP Issued	May 15, 2026
Optional Pre-Proposal Meeting / Site Walk	May 27, 2026
Deadline for Written Questions	May 31, 2026
Addendum / Responses to Questions Issued	June 5, 2026
Proposals Due	June 15, 2026
Proposal Evaluation and Shortlisting	June 30, 2026
Interviews (if conducted)	July 20, 2026
Contract Award	August 10, 2026 – School Board August 13, 2026 – City Council
Notice to Proceed / Project Kickoff	Fall 2026
Master Plan Adoption (estimated)	Spring 2027

5. Proposal Requirements

Proposals shall be submitted in PDF format via email to the contact identified on the cover of this RFP. Proposals must include the following components, organized in the order listed below:

1. Cover Letter (maximum 1 page) — Identifying the lead firm, team composition, and a brief statement of interest and qualifications.
2. Firm and Team Qualifications (maximum 4 pages) — Description of the lead firm and any sub-consultants; resumes or summary qualifications for key team members; relevant project experience with emphasis on park master plans, school-municipal partnerships, and community engagement.
3. Understanding of the Project and Proposed Approach (maximum 4 pages) — Demonstrated understanding of the project context, challenges, and opportunities; proposed methodology for each phase of work; description of community engagement approach.
4. Work Plan and Schedule (maximum 2 pages) — A phased work plan aligned to the scope of services outlined in Section 3; a proposed project schedule from Notice to Proceed through plan adoption.
5. References — A minimum of three references from comparable completed projects. Include project name, client, contact name, and phone number.
6. Fee Proposal (separate sealed document or clearly separated section) — Lump-sum fee or not-to-exceed fee broken down by phase; estimated hours by team member; identification of any optional services or assumptions.

6. Evaluation Criteria and Selection Process

Proposals will be evaluated by a joint review committee comprised of representatives from Clive and WDMCSD. Clive reserves the right to shortlist firms and conduct interviews prior to final selection. Proposals will be evaluated based on the following weighted criteria:

Evaluation Criterion	Weight
Relevant experience with park and school shared-use master plans	**35%**
Understanding of the project and proposed approach/methodology	**20%**
Quality and clarity of the proposal and work plan	**15%**
Demonstrated experience with community engagement	**15%**
Fee proposal and overall value	**15%**

Clive and WDMCSD reserve the right to reject any or all proposals, to waive informalities, and to select the proposal deemed most advantageous to both agencies. Award is not solely based on cost.

7. Questions and Addenda

All questions regarding this RFP must be submitted in writing to the Clive project contact no later than [INSERT DATE]. Responses to questions will be issued as a written addendum and distributed to all registered proposers. Verbal responses to questions shall not be binding.

Interested firms are encouraged to register their intent to submit a proposal by contacting the project manager at the information listed on the cover page.

8. General Terms and Conditions

The following general terms and conditions apply to this RFP and any resulting contract:

- The City of Clive is the contracting agency. The selected firm will enter into a professional services agreement with the City, with roles and responsibilities of WDMCSD defined in the agreement.
- The City reserves the right to negotiate contract terms with the highest-ranked firm. If negotiations are unsuccessful, the City may proceed to the next-ranked firm.
- All materials, data, plans, and documents produced under the resulting contract shall be joint property of the City of Clive and WDMCSD.
- The selected consultant shall maintain appropriate professional liability, general liability, and workers' compensation insurance throughout the contract period.
- Submission of a proposal constitutes acceptance of all conditions stated in this RFP.
- The City of Clive is an Equal Opportunity Employer and encourages proposals from minority-owned, women-owned, and small business enterprises.

9. Contact Information

For all inquiries related to this RFP, please contact:

Primary City of Clive Contact
Richard Brown, Leisure Services Director
City of Clive, Iowa
Email: rbrown@cityofclive.com
Phone: 515-223-5246

WDMCSD Liaison Contact
Tim Simpkins, Director of Operations
West Des Moines Community School District
Email: simpkinst@wdmcs.org
Phone: 515-371-0603

Memo

TO: Mayor and Council members
FROM: Richard Brown, Leisure Services Director
DATE: May 14, 2026
RE: Encroachment Policy Discussion

SYNOPSIS:
Development of an encroachment policy was prioritized by the City Council as part of its annual strategic planning process. At the January 29, 2026, City Council meeting, staff gave the City Council an overview of the encroachment issue. As part of the discussion, the City Council provided staff with guidance to assist with drafting a proposed encroachment policy. This guidance included the desire to see how a proposed policy would allow for some of the existing encroachments to be licensed under certain circumstances.

The draft policy being presented for discussion addresses the existing encroachments with a proposed licensing program for existing encroachments if they meet criteria defined in the policy. The development of the policy also generated additional questions about enforcement, licensing, education and the level of effort needed to implement the policy.

Staff will present the draft policy to the City Council along with a series of questions that will help to refine the policy before it is brought back at a later date for adoption.

Attachments:
1. Encroachment Policy Presentation
2. Encroachment Policy - 04-26

Encroachment Policy Discussion

Clive City Council Meeting

April 23, 2026

Issue Background -

- Private property owners adjacent to the Greenbelt or parks are encroaching onto City owned property
- Encroachments come in many forms
- Encroachments are when private property owners to use publicly owned land as an extension of their property for their private use

Types of Encroachments -

- Mowing – repeated temporary encroachment by mowing of publicly owned land behind their property that should not be mowed (i.e. native vegetation)
- Semi-permanent – reasonably movable things like landscaping materials, plants, decorations, fire pits, etc. have been placed on publicly owned property
- Destruction – destruction and permanent alteration of the natural environment like cutting down trees and shrubs.
- Permanent – physically adhered (shed, fence, wall, etc.) to the land on publicly owned property

Examples of Encroachments -

- Cedar Crest Lane – Extensive mowing and highly landscaped beds and landscape materials. Likely irrigated as well.
- Many of these encroachments exceed 25 feet and would need to be reduced in order to be eligible for a license/lease
- Some encroachments exceed 60 feet in depth into city property





Examples of Encroachments –

- NE Badger Lane (Waukee) – Multiple Waukee residents with extensive mowing, garden beds, fire pits, walking paths, landscape beds and at least one fence installed on city owned land.
- Many of these encroachments are more than 25 feet in depth and would not be eligible for a license/lease as they exist now
- Some are nearly 100 feet or more



City Council Direction to Staff

- Desire for no new encroachments moving forward
- Develop a policy that allows for some “gray areas” that could allow residents to keep some encroachments under certain circumstances
- Engage residents and property owners in some way

Draft Policy Points

- No new encroachments would be allowed after policy adoption
- Encroachments existing prior to policy adoption could have the ability to stay under certain circumstances
- Categorized by impact and depth of encroachment
- Some would not meet the standard to stay under any circumstance
- License could be created to allow encroachment to stay
- Annual fee associated license

Encroachment Categorization

- Low-Impact –
  - Mowing
  - Landscape beds
- Moderate-Impact –
  - Retaining walls or other hardscape
  - Private paths or patios
- High-Impact –
  - Building, sheds or accessory structures
  - Firepits or permanent amenities
  - Fences enclosing city owned property

Encroachment Depth

- Less than 15 feet
  - Could receive a license for encroachment as long as it doesn't have any high impact encroachments
- 15-25 feet
  - Could receive a license for encroachment as long as it doesn't have any high impact encroachments
  - Would pay a higher fee
- More than 25 feet
  - Any encroachment would need to be scaled back to be less than 25 feet to be eligible for a license

Encroachment License

- Significant annual or long-term costs to keep encroachment
  - Less than 15 feet – $1,000 per year
  - 15-25 feet – $2,000 per year
  - More than 25 feet – Not allowed
- Does not create a property right
- Will need to release the city from liability and have insurance
- Non-transferable

Policy Enforcement

- Significant impact to staff time to allow for some encroachments to continue through a licensing process
  - Allowing some encroachments to continue is not a simple process and will create challenges in determining what can and cannot stay
  - License program will be a time intensive process to review and approve
- Enforcement of removals would be challenging
- Legal costs associated with licensing and enforcement
- Impacts to staff in Community Development, Leisure Services and Police Departments

Other Policy Options

- Simplify “gray areas” to a per square foot license fee and not care how much they encroach on city property but charge them for the use
- Require all encroachments be removed from city owned property but allow for a longer time to remove them (12-24 months?)
- Do nothing to resolve encroachment unless it conflicts with a city project or priority

Question -

Creating a system that allows people to keep encroaching on city property will be time consuming for staff and likely need a lot of case work that will be painful at times.

Is the Council interested in allocating a lot of resources into allowing people to keep their encroachments?

Question -

Is the long-term goal that all encroachments should be removed from city owned property?

Question –

Staff is proposing to send letters to property owners that abut city owned property when a policy is adopted in an effort inform and educate about what they can and cannot do on the city owned property behind their home.

Is the Council okay with this approach?

Next Steps –

- Revise policy based on tonight's discussion
- Revised policy discussion with City Council and Parks, Recreation and Public Art Board
- Communication with property owners
- Consideration of policy
- Assessment of the issue citywide
- Implementation of policy

Public Property Encroachment Policy

Approved: _____
Resolution: _____

1. **PURPOSE AND INTENT –**

The City is committed to protecting public parkland and greenbelt property for public use, environmental stewardship, and long-term community benefit. At the same time, the City recognizes that some private encroachments have existed for extended periods of time, may have been installed by prior property owners, and may not pose immediate or substantial harm to public interests.

The purpose of this policy is to:

- Clearly prohibit unauthorized private use of City-owned non-ROW property through the encroachment of adjacent private property owners
- Establish a fair, transparent, and consistent framework for addressing encroachments on City owned non-ROW land
- Provide limited flexibility ("grey area" options) for certain low-impact or legacy encroachments while preserving the City's full property rights
- Protect public access, environmental resources, and the City from liability
- Clearly delineate a timeframe where any new encroachments need to be removed and are not eligible for that encroachment to stay under a license agreement

2. **APPLICABILITY –**

This policy applies to all City-owned parkland, greenbelts, open space, natural areas, and trail corridors, whether improved or unimproved. This policy applies to all private encroachments, including but not limited to:

- Mowing or maintaining natural areas
- Enhanced landscaping (planting beds, trees, shrubs)
- Retaining walls, edging, or hardscape
- Fire pits or outdoor amenities
- Stone or paved paths
- Fencing or screening
- Sheds or accessory structures
- Any other private improvement, structure, or use located on City-owned property.

Draft

3. DEFINITION OF ENCROACHMENT –

An encroachment is any private use, structure, improvement, alteration, or maintenance activity located wholly or partially on City-owned non-ROW property, regardless of whether it was installed intentionally, inadvertently, or by a previous property owner.

4. GENERAL PROHIBITION –

Private encroachments on City-owned park and greenbelt property are strictly prohibited except as expressly authorized in writing by the City pursuant to this policy. No new or additional encroachments that occur after the adoption date of this policy shall be considered for encroachment permits as defined in this policy.

Nothing in this policy shall be interpreted as granting or recognizing any ownership interest, easement, adverse possession, or other property rights in City-owned land.

5. ENCROACHMENT AUTHORIZATION TOOLS –

To balance enforcement with flexibility, the City may, in the City's sole discretion, use one of the following tools to address encroachments:

5.1 Revocable Encroachment License

The City may issue a Revocable Encroachment License allowing a specific encroachment to remain under defined conditions. Such licenses:

- Are revocable at any time, with or without cause
- Do not convey any permanent or vested property right
- Require the property owner to maintain the encroachment in a safe and orderly condition
- Require removal and site restoration upon revocation or expiration
- If an encroachment is destroyed for any reason, then it will not be allowed to be reconstructed
- May include insurance, indemnification, and cost-recovery provisions
- May include a defined term or periodic review requirement.

5.2 Encroachment Permit

For certain temporary or low-impact encroachments, the City may, in the City's sole discretion, issue an Encroachment Permit subject to similar conditions as a revocable license, with a defined expiration date or renewal cycle. Encroachment permits are only for pre-existing encroachments that were established prior to the adoption date of this policy.

6. IMPACT-BASED ENCROACHMENT CLASSIFICATION –

Draft

Encroachments shall be evaluated based on their impact to public use, environmental resources, long-term park planning, and the extent to which the encroachment extends into City-owned property, as determined by the City in the City's sole discretion. Encroachments that exceed the maximum depth thresholds established in this section are not eligible for authorization.

6.1 Low-Impact Encroachments

Examples may include:

- Non-structural landscaping or planting beds
- Limited mowing adjacent to maintained turf
- Decorative features that do not impede access or harm natural resources.

Low-impact encroachments may be eligible for retention under a revocable license or permit as determined by the City in the City's sole discretion, subject to the following maximum depth limitations:

- Low-impact encroachments shall not extend more than ten (10) feet into City-owned property, measured from the private property boundary.
- In designated natural areas, greenbelts, or environmentally sensitive areas, low-impact encroachments shall not extend more than five (5) feet.
- Low-impact encroachments shall not include structures, fencing, hardscape, or any feature that encloses or restricts public access.

6.2 Moderate-Impact Encroachments

Examples may include:

- Existing fencing extending into City property that does not enclose or incorporate City-owned land;
- Retaining walls or hardscape;
- Private paths or patios.

Moderate-impact encroachments may be authorized on a case-by-case basis if they:

- Do not substantially interfere with public access
- Do not negatively impact environmental resources
- Do not conflict with current or planned park use; and
- Do not extend more than five (5) feet into City-owned property.

6.3 High-Impact Encroachments

Examples may include:

- Buildings, sheds, or accessory structures
- Fire pits or permanent outdoor amenities
- Any fencing that encloses or effectively incorporates City-owned property into private use
- Any structure or improvement that significantly restricts public use or safety

Draft

High-impact encroachments are not eligible for authorization, regardless of when the encroachment was created or by whom and shall be scheduled for removal within 12 months of notification.

Existing encroachments that are otherwise eligible for consideration under this policy but extend beyond the maximum allowable encroachment depth may be granted partial recognition only within the permitted depth. Any portion of the encroachment extending beyond the allowable depth shall be required to be removed, reduced, or restored to City standards within 12 months of notice by the City.

At the City's sole discretion, existing encroachments exceeding the allowable depth may be designated as nonconforming and permitted to remain temporarily, subject to conditions including but not limited to: non-transferability, revocation upon property sale, destruction, redevelopment, or a defined sunset period.

7. LEGACY (PRE-EXISTING) ENCROACHMENTS –

Low-Impact Encroachments and Medium-Impact Encroachments that existed prior to the adoption of this policy ("legacy encroachments") may be considered for temporary retention by the City in the City's sole discretion under the following conditions:

- The current property owner did not create the encroachment
- The encroachment does not pose a safety risk or substantial environmental harm
- The encroachment does not interfere with public access or planned City use
- The encroachment is not located on a City owned property that is subject to conservation deed restrictions
- The property owner applies for authorization within a specified time period established by the City

The City may require modification, partial removal, mitigation measures, or phased removal as a condition of continued authorization.

8. NONCONFORMING ENCROACHMENTS – EXCESSIVE DEPTH –

Encroachments that would otherwise qualify as low- or moderate-impact under this policy but extend deeper into City-owned property than allowed may be classified as nonconforming Encroachments. Nonconforming encroachments may be granted temporary, revocable authorization subject to the following conditions:

1. Maximum Allowable Depth
    - The City establishes a standard allowable encroachment depth of up to 15 feet into City-owned non-ROW property.
    - Encroachments extending beyond 15 feet and up to 25 feet may be considered nonconforming but potentially eligible for authorization if they meet the license standards set forth in this policy

Draft

- Encroachments extending more than 25 feet into City-owned property shall be considered high impact and are not eligible for authorization without reduction or removal.

2. Legal Status
   - Any approval for a nonconforming encroachment shall be issued as a revocable encroachment annual license that can be renewed annually as long as it continues to meet the standards in which it was initially licensed under this policy.
   - Such authorization does not create a property right, easement, or expectation of permanence.
3. Non-Transferability
   - Nonconforming encroachment authorizations are non-transferable and shall automatically terminate upon:
     - Sale or transfer of the private property;
     - Redevelopment or significant modification of the private property;
     - Issuance of a building or site permit affecting the encroachment area.
4. Future Compliance Requirement
   - Upon termination of the authorization, the encroachment shall be:
     - Removed entirely within 12 months of notice; or
     - Reduced to comply with the City's standard allowable encroachment depth and receives approval for an encroachment license.
5. No Expansion or Intensification
   - Nonconforming encroachments may not be expanded, modified, or intensified.
   - Any expansion shall void the authorization and require removal within 12 months of notice.
   - Any property owner that intensifies or expands the current encroachment will disqualify future property owners from getting a license for the encroachment
6. Sunset and City Needs
   - The City reserves the right to revoke authorization at any time for public use, safety, environmental protection, conservation restrictions or capital improvement needs.
   - The City may impose a defined sunset period for nonconforming authorizations.

9. REVIEW CRITERIA –

In evaluating encroachments, the City shall consider, in the City's sole discretion:

- Public access and usability
- Environmental and ecological impacts
- Safety and liability concerns
- Consistency with park and greenbelt plans
- Duration and history of the encroachment
- Whether the encroachment was created by the current or prior owner
- Equity and consistency with similar situations

10. ANNUAL ENCROACHMENT LICENSE FEES –

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The following fees will be established for encroachments to get a license to keep their encroachment if it meets the requirements. These fees will be due annually to keep the encroachment.

Encroachment Type	Fee
Minor encroachments (≤ 15 ft)	$1,000
Moderate encroachments (15–25 ft)	$2,000
Major encroachments (>25 ft)	$3,000

11. ENFORCEMENT AND REMOVAL –

Encroachments not authorized under this policy are subject to removal at the property owner's expense. The City may establish reasonable timelines for compliance, considering the nature of the encroachment and potential hardship, provided that public interests are not compromised.

Property owners that are non-compliant with requested removals will be handled as a nuisance under the City code and subject to enforcement penalties laid out under Chapter 5 of the City Code.

12. APPEALS –

The City may establish an administrative appeal process allowing property owners to appeal encroachment determinations to a designated City official or body.

13. NO WAIVER OF RIGHTS –

The City's decision to allow encroachment to remain temporarily shall not be interpreted as a waiver of its right to require removal at any time in the future.

14. EFFECTIVE DATE –

This policy shall take effect on _____, and may be amended or repealed by the City Council at any time.

Draft

APPENDIX A: ENCROACHMENT DECISION MATRIX –

This matrix is intended to guide consistent, transparent evaluation of existing private encroachments into City-owned non-ROW properties, including those eligible for phased, nonconforming approval due to excessive depth.

This matrix should be used in conjunction with Sections 6, 7 and 8 of the Encroachment Policy and does not create a property right or permanent authorization.

Step 1: Threshold Determinations (Automatic)

Question	Yes	No
Does the encroachment enclose City-owned land with fencing or otherwise exclude public access?	Not Allowed	Proceed
Does the encroachment include a permanent structure (shed, building, foundation, fire pit)?	Not Allowed	Proceed
Does the encroachment pose a safety, drainage, environmental, or access concern?	Not Allowed	Proceed

Step 2: Encroachment Type & Impact

Encroachment Type	Impact Classification
Mowing / turf extension	Low
Non-native landscaping beds	Low–Moderate
Decorative paths (stone, mulch)	Moderate
Low retaining walls (<4 ft)	Moderate
Non-enclosing fencing drift	Moderate
Enclosing fencing	High – Not Allowed

Step 3: Encroachment Depth (Key Policy Control)

Depth into City Property	Classification	Action
≤15 feet	Conforming	Eligible for approval if other criteria met
15–25 feet	Nonconforming	Eligible for Phased Nonconforming Authorization
>25 feet	Excessive	High Impact – Reduction or Removal Required

Step 4: Phased Nonconforming Authorization (Preferred Option)
Encroachments that are otherwise eligible but exceed the allowable depth (15 feet) may be granted temporary, nonconforming authorization subject to the following conditions:

Requirement	Condition
Legal status	Revocable license; no property interest conveyed
Transferability	Non-transferable; expires upon sale or transfer
Triggered compliance	Required upon sale, redevelopment, destruction, permit issuance, or City project
Sunset period	May include a defined term (e.g., 5–10 years)

Draft

Expansion	No expansion or intensification permitted
Maintenance	Owner responsible for upkeep and liability
Insurance	Property owners will be required to have insurance that covers the city owned property subject to the encroachment license

Step 5: Final Determination

Outcome	**Description**
Approved	Meets all criteria including depth
Approved – Nonconforming (Phased)	Exceeds depth but acceptable under Option 2
Approved with Conditions	Minor modifications required
Not Allowed	Removal or reduction required

Draft

Memo

TO: Mayor and Council members
FROM:
DATE: May 14, 2026
RE: Arbor Day Foundation - 2025 Tree City USA Recognition

SYNOPSIS:

Attachments:
1. Arbor Day Foundation

Arbor Day Foundation™
211 N. 12th St.
Lincoln, NE 68508
arborday.org

Mayor John Edwards
1900 NW 114th St
Clive, IA 50325

Dear Mayor John Edwards,

On behalf of the Arbor Day Foundation as we celebrate the 50th Anniversary of the Tree City USA program, I'm happy to extend my warmest congratulations to Clive on receiving a 2025 Tree City USA recognition. This well-deserved recognition is a testament to your community's unwavering commitment to the planting, care, and celebration of trees.

In an era where cities and towns are facing increasing challenges related to air quality, public health, and climate resilience, nurturing urban forests has never been more important. By prioritizing tree stewardship, you've not only helped enhance Clive's livability, but you've also invested in a healthier, more sustainable future for your residents.

The Arbor Day Foundation's Tree City USA program has a long legacy of supporting a nationwide network of passionate organizers and tireless tree planters. Since 1976, we've recognized thousands of communities of all sizes that have created and maintained green spaces. While we all work in different corners of the country, we are working in unison to create positive change through trees.

To be named a Tree City USA is to be part of something bigger.

We hope you are as excited as we are to share this accomplishment with your local media and your residents. To that end, we've included a press release for you to distribute at your convenience. A digital copy of the press release and other materials can be found in the Tree City USA Resource Center online at **arborday.org/TreeCitytoolkit**.

Once again, congratulations on this outstanding achievement and thank you for your dedication to Clive's tree canopy. We believe cities that take care of their trees, take care of their people.

Best Regards,

Dan Lambe
Chief Executive of the Arbor Day Foundation

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Arbor Day Foundation™
211 N. 12th St.
Lincoln, NE 68508
arborday.org

FOR IMMEDIATE RELEASE
Clive Contact:
{Name}
{Phone}
{Email}

Arbor Day Foundation Contact:
Jasmine Putney
402-216-9307
jputney@arborday.org

CLIVE EARNS 2025 TREE CITY USA RECOGNITION FROM ARBOR DAY FOUNDATION

CLIVE, Iowa (3/31/2026) – The Arbor Day Foundation named Clive a 2025 Tree City USA in honor of its commitment to plant, grow, and maintain trees to benefit its community.

The Arbor Day Foundation is a global nonprofit with a mission to inspire people to plant, nurture and celebrate trees. Its network of more than a million supporters and partners has helped the organization plant more than 500 million trees in forests and communities across more than 60 countries. The Foundation's Tree City USA program is now celebrating its 50th recognition season. The anniversary underscores the program's rich history of growing healthier, greener, and more resilient communities through urban forestry.

"For five decades, Tree City USA has rallied passionate local leaders to enhance the livability and sustainability of their communities. Tree champions like Clive are leading the way in a growing movement to shape a better future with trees and action," said Michelle Saulnier, Vice President of Programs at the Arbor Day Foundation. "Trees are critical infrastructure, building resiliency and fostering good health in our nation's cities. We're proud Clive is among the Arbor Day Foundation's growing network of communities dedicated to creating positive impact through trees."

In cities and neighborhoods, trees are proven to help mitigate the urban heat island effect, reduce stormwater runoff, improve air quality, and boost mental and physical health. When the right trees are planted in the right places, they can also reduce traffic noise, increase property values, and lower energy costs for homeowners.

~~{OPTIONAL QUOTE FROM CITY OFFICAL/LOCAL TREE CITY REPRESENTATIVE}~~

To earn Tree City USA recognition, a city must uphold four core standards including maintaining a tree board or department, having a community tree ordinance, spending at least $2 per capita on urban forestry, and participating in an Arbor Day celebration.

The Arbor Day Foundation's Tree City USA program is operated in partnership with the National Association of State Foresters and the USDA Forest Service. To learn more about the program or how to apply, visit **arborday.org**.

About the Arbor Day Foundation
The Arbor Day Foundation is a global nonprofit inspiring people to plant, nurture, and celebrate trees. They foster a growing community of more than 1 million leaders, innovators, planters, and supporters united by their bold belief that a more hopeful future can be shaped through the power of trees. For more than 50 years, they've answered critical need with action, planting more than half a billion trees alongside their partners. And this is only the beginning.

The Arbor Day Foundation is a 501(c)(3) nonprofit pursuing a future where all life flourishes through the power of trees. Learn more at **arborday.org**.

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