



CLIVE CITY COUNCIL

AGENDA, REGULAR MEETING

1900 NW 114th Street

June 11, 2026 6:00 PM

THIS AGENDA WAS AMENDED 06/10/2026 9:00 A.M.

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/83341992792> - Meeting ID: 833 4199 2792 - One tap mobile
- +13052241968,,83341992792# US

Call to Order/Roll Call/Pledge of Allegiance

Approval of the Agenda

Citizens Presentation

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

Consent Items

1. City Manager Memo
2. Approve 05/28/2026 City Council Minutes
3. Bill List
4. Approve Retail Tobacco Sales License Renewal Application - Love's Travel Stop - 11820 Hickman Road
5. Approve New Retail Alcohol Sales License Application - 515 Brewing - 7700 University Avenue
6. Approve New Retail Alcohol Sales License Application - Bella Love Event Venue - 8801 University Avenue, Suite 29
7. Approve New Retail Alcohol Sales License Application - Mexico De Mis Sabores - 1800 NW 86th Street, Suite 11
8. Resolution Approving Substantial Completion and Acceptance of the Work - City Hall Renovation Phase 2 Project
9. Resolution Approving Change Order #2 - The Concrete Company - 2026 Residential PCC Pavement Rehabilitation Project - \$3,500.00
10. Approve Pay Request #1 - PFM Group Consulting LLC - Multi-Year Financial Model (Service 1) - \$44,220.00
11. Approve Pay Request #1 - The Concrete Company - 2026 Residential PCC Pavement Rehabilitation Project - \$63,116.69
12. Approve Pay Request #2 (Retainage) - Pearson's Dirtwork & Trucking - 2026 Flood Mitigation Demolition Project / 7705 University Avenue) - \$2,565.00

13. Approve Pay Request #2 - The Concrete Company - 2026 Curb and Gutter Repair Project - \$12,222.76
14. Approve Pay Request #3 - Mainline Construction - Alice's Road Reconstruction Phase 1B - \$235,630.46
15. Approve Pay Request #5 - Elite Glass and Metal - City Hall Renovation Phase 2 Project - \$354.05
16. Approve Pay Request #6 - Caliber Concrete - Linnan Park Construction Project - \$9,500.00
17. Approve Pay Request #6 - Elite Fire Sprinkler - City Hall Renovation Phase 2 Project - \$4,885.89
18. Approve Pay Request #8 - Keystone Construction - City Hall Renovation Phase 2 Project - \$9,459.12
19. Approve Pay Request #8 - On Track Construction, LLC - Linnan Park Construction Project - \$36,181.00
20. Approve Pay Request #9 - NAI Electrical - City Hall Renovation Phase 2 Project - \$2,350.99
21. Approve Pay Request #11 - Country Landscapes - Greenbelt Landing Construction Project - \$245,100.79
22. Approve Pay Request #11 - Hansen Company - Linnan Park Construction Project - \$73,355.67
23. Approve Pay Request #17 - On Track Construction - Greenbelt Landing Construction Project - \$37,627.41
24. Approve Pay Request #19 - Air-Con Mechanical Corp. - Greenbelt Landing Construction Project - \$5,320.00
25. Approve Pay Request #20 - Keystone Construction - Greenbelt Landing Construction Project - \$64,155.51
26. Resolution Approving Proposal for Installation of Streetlights on Alice's Road Reconstruction Project - Phase 1B - MidAmerican Energy Company - \$98,712.96
27. Resolution Approving Contract - Lyle Sumek Associates, Inc - 2026 Strategic Planning Consultant Services - \$32,000
28. Resolution Accepting First Amendment to Storm Sewer and Water Main Easement - Lot 30 Shadow Creek Plat 5
29. Resolution Accepting First Amendment To Storm Sewer and Overland Flowage Easement - Shadow Creek Plat 5- Lot 52
30. Resolution Approving Second Amendment to Declaration of Covenants, Conditions, Easements and Restrictions for Shadow Creek Plat 2
31. Resolution Approving Satisfaction of Agreement to Complete Site Improvements Lot 1, Lot 2, and Lot C of 7 Flags Subdivision 2100 NW 100th St
32. Resolution Approving the Acquisition of 2787 and 2791 W Avenue, Waukee, IA for the Alices Road Reconstruction Project, Including a Purchase Agreement and Lease to Ron Husted for 2787 W Avenue, Waukee, IA
33. Resolution Authorizing Submission of a Flood Mitigation Assistance Application

34. Resolutions Approving FY26 Budget Transfers (listing in packet)
35. Resolution Approving Amended Job Descriptions For Full-Time Positions
36. Approve Pay Rate - Rob Harris - Full-Time Fire Lieutenant - \$106,000/year - Effective 06/29/2026

Action Items

1. 1st Consideration of Proposed Ordinance 1178 Amending Title 6, Chapter 7, Personal Transportation and Mobility Devices
2. Site Plan - Ivory Lotus Therapy - 16360 Sheridan Ave
3. Resolution Approving Termination of Agreement - Fire/EMS Services - Westside Station with City of West Des Moines
4. Approve Pay Rate - Ronald Gaines - Director of Public Works - \$166,500/year - Effective 7/22/2026
5. Resolution Approving City Manager Salary and Benefits Package FY 2026/2027

Discussion

1. Clive Communications Report, January through May 2026

Correspondence

Reports

Adjournment



Memo

TO: Mayor and Council members
FROM: Matt McQuillen, City Manager
DATE: June 11, 2026
RE: City Manager Memo

SYNOPSIS:

Attached please find the City Manager's Memo for the June 11, 2026 meeting of the Clive City Council.

Attachments:

1. General Info Memo 6-11-26



MEMO

To: Mayor Edwards and Clive City Council

From: City Manager Matt McQuillen

Date: June 8, 2026

Re: General Information Memo – June 11, 2026 City Council Meeting

The June 11, 2026, City Council meeting will be in-person in the Council Chambers at Clive City Hall & virtually at: <https://us06web.zoom.us/j/83341992792>

Consent Agenda – There are a few items to note on the consent agenda. First, works continues on the Alice's Road Reconstruction Project and there are two items on the consent agenda to advance the project. First, Mid-American has presented the City a proposal for installation of streetlights along the first phase currently under construction (Phase 1B) and it is ready for approval. Next, staff and the City's contracted ROW Agent with Synder & Associates have continued conversations with property owners along the corridor who will be impacted by future phases of reconstruction. In the Phase 3 area two properties controlled by Husted Trust expressed interest in selling and following the completion of appraisals the City has agreed to terms to acquire both properties for \$292,100. Both of these properties require full acquisition to provide enough ROW for the expanded Alice's Roadway in Phase 3 of the project between Berkshire Parkway and Douglas Parkway. Staff recommend approval of the purchase agreements and temporary lease agreements to assist in the property transition.

Second, staff continue to pursue flood mitigation grant opportunities with an application for approval to apply for technical assistance on evaluating potential flood benefits of removal of the railroad bridge in the University Blvd Flood Prone Buyout Area. As the Council is aware, the railroad recently filed to abandon the railway over this bridge and staff would like to understand future options with this change. Finally, the Clive Fire Department recommends selecting Rob Harris to serve as one of Clive's three full-time Fire Lieutenants. Rob will be joining us from Urbandale FD and fills a recent vacancy.

Personal Transportation Ordinance (E-Bikes/E-Scooters) – At the May 14 Council meeting, the Council reviewed and approved the first reading of updates to Clive's personal transportation and mobility devices ordinance so it would address the rapidly expanding use of "E-moto" devices. During the May 14 meeting the Council heard from a bicycle advocate group regarding their concerns with the draft ordinance and asked for an opportunity to work through potential revisions prior to approval. Chief Rehberg and Assistant City Manager Pete De Kock met with these groups on May 22, however due to the timing of this meeting staff requested a tabling of 2nd consideration of the ordinance at the May 28 meeting to provide the Chief additional time to incorporate revisions to the ordinance as a result of the productive meeting on May 22. Therefore, following the tabling of 2nd consideration of Ordinance 1178 from the May 28 meeting, staff would recommend the Council vote to bring Ordinance 1178 off the table at the June 11 meeting for 2nd consideration.

In the agenda packet Chief Rehberg has provided a memo outlining several changes made as a result of meeting with the bicycle groups, including updated definitions and more clarification on what aspects of the ordinance apply to bicycles versus electric bikes and e-motos. Staff feel the updates suggested by the bicycle groups are beneficial to the overall process and Chief Rehberg will go through these changes in detail at the June 11 meeting with the Council. Legal counsel has reviewed the updates to the ordinance, and the City Manager recommends approval of the 2nd consideration of Ordinance 1178.

Site Plan: Ivory Lotus Therapy – Located at 16360 Sheridan Ave, the owner of Ivory Lotus Therapy is requesting approval of a site plan for the construction of a 4,500 office building on the 0.4 acre property. As outlined by Planning staff in the agenda packet, Ivory Lotus received unanimous approval of the site plan from the Planning & Zoning Commission during their June 2 meeting. Staff are excited to see further buildout of the Berkshire Office Park with this proposed project and following resolution of a few minor outstanding stormwater items, staff would recommend approval of the site plan.

Westside Station Agreement Termination – Over the past year the Council has been reviewing the viability of maintaining the contractual relationship with the City of West Des Moines for first-due Fire Engine response from Station 22 (Westside) in West Des Moines due to changes in recent years to Clive's Fire-EMS response plans with the contractual arrangements with the City of Urbandale through Station 43 in the Dallas County portions of the Clive and Urbandale, and the Closest Unit Response agreement with Urbandale. As outlined in the presentation included in the agenda packet, staff would now recommend initiating the termination process for the Westside Station agreement, giving six-month notice to West Des Moines as required in the current agreement and taking time over the next number of months to prepare for the transition. As indicated in the agenda packet, Council and staff have been engaging the adjacent neighborhoods with this coming transition and pending approval of this termination letter, staff will work to ensure a smooth transition.

New Public Works Director – After a three-month search process and over 25 applications received, the City Manager is ready to bring forward City Council consideration of the wage rate for Clive's next Director of Public Works, Ron Gaines. Ron is currently serving as the Public Works Director for Steele County Minnesota after having served for over 20 years in the State of Iowa for the Cities of Cedar Falls and Iowa City in Public Works, Engineering and City Administration positions. Due to some previously scheduled travel, Ron hopes to be attending the meeting virtually on June 11 and pending your approval of the wage rate, Ron will start in the position on July 22 to coincide with the retirement at the end of July of current Director of Public Works Jeff May. Details of Ron's background and resume are included in the agenda packet for your reference. The City Manager is excited to have Ron join the Clive team and would recommend your approval of his \$166,500/year wage rate for the position starting July 22, 2026.

City Manager Review – Following the performance review of the City Manager, the City Personnel Committee of Mayor Edwards, Councilmember Judkins and Councilmember Weaver is recommending City Council consideration and approval of the pay and benefits for the City Manager to run from July 1, 2026 through June 30, 2027. Included in the packet is the review memo and corresponding resolution for consideration.

Discussion – At the end of the June 11 meeting, Communications Specialist Molly Elder and Assistant City Manager Pete De Kock will provide a city communications recap for the 1st half of 2026 and outline the upcoming design concepts and updates to the City's website.



Tentative Upcoming Agenda Items

June 25

- Action – 3rd reading of Personal Transportation Devices Ordinance Amendment (E-bikes/scooters)
- Action – Interlocal Agreement w/ Polk County for Animal Control Services – Agreement Extension
- Action – Contract for Animal Sheltering Services – Furry Friends – Contract Extension
- Action – Consideration of Agreement Amendment with Iowa Primary Care Association for the Crisis Intervention Team Officer Funding
- Action – Staff Pay Rates for FY 26-27
- Action – Personnel Policy Handbook Updates

July 9

- Action – Site Plan for construction of office building on Lot 5 of Mercy Wellness Campus (128th St)



Memo

TO: Mayor and Council members

FROM: Matthew Graham, City Clerk

DATE: June 11, 2026

RE: Approve 05/28/2026 City Council Minutes

SYNOPSIS:

Attachments:

1. cc Minutes 05_28_2026

**CLIVE CITY COUNCIL MEETING MINUTES
REGULAR MEETING
MAY 28, 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 (via Zoom), 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

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

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 - April 2026; 3. Assistant City Manager Tech Services Report - April 2026; 4. Administrative Services Monthly Report - April 2026; 5. Community Development Monthly Report - April 2026; 6. Fire Department Report - April 2026; 7. Leisure Services Report - April 2026; 8. Police Department Monthly Report - April 2026; 9. Public Works Report - April 2026; 10. Treasurer's Report - April 2026; 11. Approve 05/14/2026 City Council Minutes; 12. Bill List; 13. **Resolution 2026-131** Approving Temporary Street Closing - Block Party - NW 181st Street from Alpine Drive to Tanglewood Drive - Friday, June 19, 2026 - 4:00 p.m. - 10:00 p.m.; 14. Approve Retail Tobacco Sales License Renewal Application - Walgreens #05060 - 12753 University Avenue; 15. Approve Retail Tobacco Sales License Renewal Application - Walgreens #07967 - 15601 Hickman Road; 16. Approve Retail Tobacco Sales License Renewal Application - World Liquor & Tobacco - 1775 NW 86th Street; 17. Approve Retail Tobacco Sales License Renewal Application - Hy-Vee Fast & Fresh - 11925 University Avenue; 18. Approve Retail Alcohol Sales License Renewal Application - Chipotle Mexican Grill - 10001 University Avenue; 19. Approve Retail Alcohol Sales License Renewal Application - Pump & Pantry 62 - 11925 University Avenue; 20. **Resolution 2026-132** Approving Change Order #1 - Grimes Asphalt and Paving Corp. - City Hall Parking Lot Improvements - (- \$700.00); 21. **Resolution 2026-133** Approving Change Order #1 - The Concrete Company - 2026 Citywide Curb and Gutter Repair Project - \$5,349.75; 22. **Resolution 2026-134** Approving Change Order #1 - The Concrete Company - 2026 Residential PCC Rehabilitation - \$67,594.00; 23. Approve Pay Request #1 - Sternquist Construction - Harbach Blvd Phase 2 Reconstruction - \$66,274.57; 24. Approve Pay Request #1 - The Concrete Company - 2026 Citywide Curb and Gutter Repair Project - \$14,718.75; 25. Approve Pay Request #1 - Grimes Asphalt and Paving Corp. - City Hall Parking Lot Improvements - \$44,691.50; 26. Approve Pay Request #5 (Final) - Absolute Group - Forest Avenue Water Main Replacement - \$9,448.85; 27. Approve Purchase and Installation of Donor Signage at Greenbelt Landing - Eagle Signs - \$79,415.87; 28. **Resolution 2026-135** Approving Professional Services Agreement with LifeTime Tennis - 2026 Summer Tennis Program; 29. **Resolution 2026-136** Accepting First Amendment To Storm Sewer And Overland Flowage Easement - 18150 Alpine Drive; 30. **Resolution 2026-137** Accepting First Amendment To Surface Water Flowage Easement - 2704 NW 152nd Street; 31. **Resolution 2026-138** Approving Agreement to Complete Improvements Emerald Isle Townhomes Plat 1; 32. **Resolution 2026-139** Approving Emerald Isle Townhomes Plat 1 Off-Site Regional Stormwater Detention Basin Agreement.

Action Items

1. **2nd Consideration of Proposed Ordinance 1178 Amending Title 6, Chapter 7, Personal Transportation and Mobility Devices.** Police Chief Mark Rehberg presented the matter to the Council and recommended to table. Eric Klein moved to table, seconded by Ted Weaver. Roll Call: Ayes: Ted Weaver, Susan Judkins, Eric Klein, Breanne Hocker, Sadie Gasparotto. Nays: None. Abstained: None. Motion carried.
2. **Resolution 2026-140 Approving 2023 Flood Mitigation Assistance Subaward Agreement and Administrative Plan.** Community Development Director Doug Ollendike presented the matter to the Council and recommended approval. Ted Weaver moved approval, seconded by Eric Klein. Roll Call: Ayes: Ted Weaver, Susan Judkins, Eric Klein, Breanne Hocker, Sadie Gasparotto. Nays: None. Abstained: None. Motion carried.
3. **Resolution 2026-141 Awarding Contract - 1829 NW 86th Street Demolition Project - Capital Demolition and Environmental Services - \$31,625.26.** Community Development Director Doug Ollendike presented the matter to the Council and recommended approval. Ted Weaver 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.

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 6:36 p.m.

Matthew D. Graham, City Clerk

John D. Edwards, Mayor



Memo

TO: Mayor and Council members

FROM: Matthew Graham, City Clerk

DATE: June 11, 2026

RE: Bill List

SYNOPSIS:

Attachments:

1. 0127_001

Date Paid	Vendor Name	Description	Amount Paid
05/29/2026	ABSOLUTE GROUP	FOREST AVE WATER MAIN REPLACEMENT PAY REQ 5 FINAL	9,448.85
06/08/2026	ACCO	POOL CHEMICALS	2,186.30
06/08/2026	ACCO	CHEMTROL PROBES	820.00
06/08/2026	ACCO	CHEMTROL PROBE AND CHEMICALS	949.90
06/08/2026	ACME TOOLS	SHOP TOOLS	716.99
06/08/2026	ACME TOOLS	RATCHET	229.00
06/08/2026	ADA MOWING	PARKS CONTRACT MOWING	25,652.06
06/08/2026	AIA CORPORATION	SHAFFER CLOTHING ALLOWANCE	208.90
06/08/2026	AIA CORPORATION	PALMER CLOTHING ALLOWANCE	179.11
06/08/2026	AIA CORPORATION	PETERSON CLOTHING ALLOWANCE	74.43
06/08/2026	AIA CORPORATION	GLAZA UNIFORM ALLOWANCE	86.07
06/08/2026	ALL MAKES	MISC SUPPLIES-LIBRARY MOTHERS ROOM	3,928.05
06/08/2026	ALLENDAN SEED COMPANY	WOODLAND/ SAVANNA SEED	2,566.98
06/08/2026	ALLENDER BUTZKE ENGINEERS INC	LINNAN PARK CONSTRUCTION ENGINEERING	456.36
06/08/2026	ALLENDER BUTZKE ENGINEERS INC	LINNAN PARK CONSTRUCTION ENGINEERING	892.36
06/08/2026	AMAZON CAPITAL SERVICES	PROGRAM SUPPLIES	66.97
06/08/2026	AMAZON CAPITAL SERVICES	ADULT PROGRAM SUPPLIES CLIVE LIBRARY CREATION	21.50
06/08/2026	AMAZON CAPITAL SERVICES	ADULT PROGRAM SUPPLIES CLIVE LIBRARY CREATIONS HARBACH	15.60
06/08/2026	AMAZON CAPITAL SERVICES	ADULT PROGRAM SUPPLIES BINGO HARBACH	108.90
06/08/2026	AMAZON CAPITAL SERVICES	ADULT FICTION BOOKS HARBACH	90.94
06/08/2026	AMAZON CAPITAL SERVICES	OFFICE SUPPLIES	28.75
06/08/2026	AMAZON CAPITAL SERVICES	ADULT PROGRAM SUPPLIES	120.37
06/08/2026	AMAZON CAPITAL SERVICES	FSS SUPPLIES	43.98
06/08/2026	AMAZON CAPITAL SERVICES	OFFICE SUPPLIES	220.69
06/08/2026	AMAZON CAPITAL SERVICES	OFFICE SUPPLIES	61.58
06/08/2026	AMAZON CAPITAL SERVICES	ADULT FICTION BOOK HARBACH	22.40-
06/08/2026	AMAZON CAPITAL SERVICES	MINOR EQUIPMENT	246.00
06/08/2026	AMAZON CAPITAL SERVICES	ADULT PROGRAM SUPPLIES CLC	7.59
06/08/2026	AMAZON CAPITAL SERVICES	ADULT PROGRAM SUPPLIES CLC HARBACH	1.90
06/08/2026	AMAZON CAPITAL SERVICES	ADULT PROGRAM SUPPLIES-AOTAR	101.07
06/08/2026	AMAZON CAPITAL SERVICES	TRAFFIC/ROW SUPPLIES	379.98
06/08/2026	AMAZON CAPITAL SERVICES	FSS SUPPLIES	101.75
06/08/2026	AMAZON CAPITAL SERVICES	OFFICE SUPPLIES	8.99
06/08/2026	AMAZON CAPITAL SERVICES	TRASH CANS	926.94
06/08/2026	AMAZON CAPITAL SERVICES	ADULT FICTION BOOKS	579.43
06/08/2026	AMAZON CAPITAL SERVICES	LANDSCAPE BORDER STAKES	113.03
06/08/2026	AMAZON CAPITAL SERVICES	CAC FIRST AID SUPPLIES	218.44
06/08/2026	AMAZON CAPITAL SERVICES	CAC CONCESSIONS	51.28
06/08/2026	AMAZON CAPITAL SERVICES	DOUBLE SIDED TAPE	19.98
06/08/2026	AMAZON CAPITAL SERVICES	POOL BASKETBALLS	17.99
06/08/2026	AMAZON CAPITAL SERVICES	ADULT LIBRARY BOOKS CREDIT	12.00-
06/08/2026	AMAZON CAPITAL SERVICES	ADULT FICTION BOOKS	310.69
06/08/2026	AMAZON CAPITAL SERVICES	HISTORICAL SOCIETY	205.90
06/08/2026	AMAZON CAPITAL SERVICES	ADULT FICTION BOOKS	112.76
06/08/2026	AMAZON CAPITAL SERVICES	REFUND EQUIPMENT	87.22-
06/08/2026	AMAZON CAPITAL SERVICES	REFUND EQUIPMENT	87.22-
06/08/2026	AMAZON CAPITAL SERVICES	CLIVE OFFICE SUPPLIES	7.99
06/08/2026	AMAZON CAPITAL SERVICES	HARBACH OFFICE SUPPLIES	29.97
06/08/2026	AMAZON CAPITAL SERVICES	OFFICE SUPPLIES	68.38
06/08/2026	AMAZON CAPITAL SERVICES	FIRST AID REFILL	18.56
06/08/2026	AMAZON CAPITAL SERVICES	UNIFORM ALLOWANCE	157.17
06/08/2026	AMAZON CAPITAL SERVICES	ADULT LIBRARY BOOKS CREDIT	12.00-
06/08/2026	AMAZON CAPITAL SERVICES	ADULT PROGRAM SUPPLIES CLC	42.77
06/08/2026	AMAZON CAPITAL SERVICES	ADULT PROGRAM SUPPLIES CLC HARBACH	7.20
06/08/2026	AMAZON CAPITAL SERVICES	RESTROOM SUPPLIES	12.03
06/08/2026	AMAZON CAPITAL SERVICES	ADULT PROGRAM SUPPLIES CLC	5.59
06/08/2026	AMAZON CAPITAL SERVICES	ADULT PROGRAM SUPPLIES CLC HARBACH	1.40
06/08/2026	AMAZON CAPITAL SERVICES	ADULT PROGRAM SUPPLIES	9.99

Date Paid	Vendor Name	Description	Amount Paid
06/08/2026	AMAZON CAPITAL SERVICES	ADULT LIBRARY BKS CC	219.89
06/08/2026	AMAZON CAPITAL SERVICES	ADULT LIBRARY BOOKS CREDIT	12.00-
06/08/2026	AMAZON CAPITAL SERVICES	LIBRARY MEDIA	85.94
06/08/2026	AMAZON CAPITAL SERVICES	PROGRAM SUPPLIES	42.51
06/08/2026	AMAZON CAPITAL SERVICES	ADULT FICTION BOOKS	18.70
06/08/2026	AMAZON CAPITAL SERVICES	WATER SUPPLIES	43.98
06/08/2026	AMAZON CAPITAL SERVICES	SUPPLIES	13.98
06/08/2026	AMAZON CAPITAL SERVICES	MANAGER OFFICE SUPPLIES	16.58
06/08/2026	AMAZON CAPITAL SERVICES	DIVING PROGRAM SUPPLIES	252.00
06/08/2026	AMAZON CAPITAL SERVICES	ADULT LIBRARY BOOKS	187.04
06/08/2026	AMAZON CAPITAL SERVICES	ADULT LIBRARY BKS CC	12.00
06/08/2026	AMAZON CAPITAL SERVICES	ADULT LIBRARY BOOKS	132.00
06/08/2026	AMAZON CAPITAL SERVICES	ADULT LIBRARY BOOKS CREDIT	12.00-
06/08/2026	AMAZON CAPITAL SERVICES	LIBRARY MEDIA	81.28
06/08/2026	AMAZON CAPITAL SERVICES	ADULT LIBRARY BOOKS CREDIT	12.00-
06/08/2026	AMAZON CAPITAL SERVICES	ADULT LIBRARY BOOKS CREDIT	12.00-
06/08/2026	AMAZON CAPITAL SERVICES	MOBILE RADIO TOWER CONVERTER CABLES AND ADAPTER	42.12
06/08/2026	AMAZON CAPITAL SERVICES	LIBRARY MEDIA CC CREDIT	4.99-
06/08/2026	AMAZON CAPITAL SERVICES	ADULT LIBRARY BOOKS CREDIT	12.00-
06/08/2026	AMAZON CAPITAL SERVICES	ADULT FICTION BOOKS HARBACH	78.00
06/08/2026	AMAZON CAPITAL SERVICES	ADULT LIBRARY BOOKS	347.67
06/08/2026	AMAZON CAPITAL SERVICES	FSS SUPPLIES	9.45
06/08/2026	AMAZON CAPITAL SERVICES	SUPPLIES	54.24
06/08/2026	AMAZON CAPITAL SERVICES	ADULT LIBRARY BKS CC	146.90
06/08/2026	AMAZON CAPITAL SERVICES	HISTORICAL PRESERVATION	192.80
06/08/2026	AMAZON CAPITAL SERVICES	ADULT LIBRARY BOOKS CREDIT	12.00-
06/08/2026	AMAZON CAPITAL SERVICES	LIBRARY MEDIA	29.99
06/08/2026	AMAZON CAPITAL SERVICES	ADULT LIBRARY BOOKS	28.33
06/08/2026	AMAZON CAPITAL SERVICES	LIBRARY MEDIA CC	27.99
06/08/2026	AMAZON CAPITAL SERVICES	WHEELS FOR GRINDER	37.66
06/08/2026	AMAZON CAPITAL SERVICES	SUPPLIES	17.97
06/08/2026	AMAZON CAPITAL SERVICES	WALK BEHIND PAINT SPRAYER	71.23
06/08/2026	AMAZON CAPITAL SERVICES	ADULT LIBRARY BOOKS CREDIT	12.00-
06/08/2026	AMAZON CAPITAL SERVICES	ADULT LIBRARY BOOKS CREDIT	12.00-
06/08/2026	AMAZON CAPITAL SERVICES	SUPPLIES	567.92
06/08/2026	AMAZON CAPITAL SERVICES	ADULT LIBRARY BOOKS CREDIT	12.00-
06/08/2026	AMAZON CAPITAL SERVICES	ADULT LIBRARY BOOKS CREDIT	12.00-
06/08/2026	AMERICAN RED CROSS	WSI CERTIFICATION CLASS	405.00
06/08/2026	ARNOLD MOTOR SUPPLY	BROKEN TOOLS REPLACEMENT	107.18
06/08/2026	ARNOLD MOTOR SUPPLY	VEHICLE MAINT	21.07
06/08/2026	ARNOLD MOTOR SUPPLY	#773 PARTS	26.94
06/08/2026	ARNOLD MOTOR SUPPLY	#773 STOCK	26.94
06/08/2026	ARNOLD MOTOR SUPPLY	#74 PARTS/SHOP SUPPLIES	120.14
06/08/2026	AT & T MOBILITY	PATROL CELL PHONES	647.06
06/08/2026	AT & T MOBILITY	EMS CELL PHONES	178.36
06/08/2026	ATLANTIC BOTTLING	CAC CONCESSIONS	378.60
06/08/2026	ATLANTIC BOTTLING	CAMPBELL CONCESSIONS	224.58
06/08/2026	ATLANTIC BOTTLING	CAC CONCESSIONS	124.56
06/08/2026	BAKER GROUP	HVAC REPAIRS	902.33
06/08/2026	BAKER GROUP	HVAC REPAIRS	243.20
06/08/2026	BAKER GROUP	HVAC REPAIRS	531.67
06/08/2026	BANNER FIRE EQUIPMENT INC	321 VALVE KIT	266.48
06/08/2026	BAX SALES INC	MISCELLANEOUS SUPPLIES	264.29
06/08/2026	BAX SALES INC	BOLTS FOR 156TH/HAWTHORN	3.44
06/08/2026	BAX SALES INC	6" VALVE BOLTS	8.24
06/08/2026	BAX SALES INC	6" VALVE BOLTS	8.24
06/08/2026	BEFORE AND AFTER THE BIRTH LLC	MISC CONTRACT WORK-CHILDREN	140.00
06/08/2026	BENTLEY RIDGE TREE FARM	TREES	694.00

Date Paid	Vendor Name	Description	Amount Paid
06/08/2026	BENTLEY RIDGE TREE FARM	TREES	372.00
06/08/2026	BOOK FARM LLC, THE	BOOKS-CHILDREN	25.95
06/08/2026	BOOT BARN INC	BOOTS Z LEWIS	118.99
06/08/2026	BOUND TREE MEDICAL LLC	EMS MEDICAL SUPPLIES	146.52
06/08/2026	BOUND TREE MEDICAL LLC	MEDICAL SUPPLIES	7.81
06/08/2026	BOUND TREE MEDICAL LLC	EMS MEDICAL SUPPLIES	187.60
06/08/2026	BPT - OPCO	FTF PORTABLE TOILETS	445.00
06/08/2026	BRAVO GREATER DES MOINES	HOTEL MOTEL MAY 26	16,471.07
06/08/2026	BULLZEYE INC	CONTRACT CUSTODIAL SERVICES	2,445.75
06/08/2026	BULLZEYE INC	CONTRACT CUSTODIAL SERVICES	659.17
06/08/2026	BULLZEYE INC	CONTRACT CUSTODIAL SERVICES	1,441.08
06/08/2026	BULLZEYE INC	CONTRACT CUSTODIAL SERVICES	10,158.00
06/08/2026	BULLZEYE INC	TRASH AND RECYCLE RECEPACLES	704.95
06/08/2026	CAPITAL CITY EQUIPMENT CO	EQUIPMENT MAINT	1,260.63
06/08/2026	CAPITAL CITY EQUIPMENT CO	EQUIPMENT MAINT	1,196.74
06/08/2026	CAPITAL CITY EQUIPMENT CO	EQUIPMENT MAINT	1,077.07
06/08/2026	CAPITAL CITY EQUIPMENT CO	EQUIPMENT REPAIR	74.02
06/08/2026	CAPITAL CITY EQUIPMENT CO	GROUNDS MAINT	3,668.22
06/08/2026	CDW GOVERNMENT INC	SOFTWARE SUBSCRIPTION	644.49
06/08/2026	CDW GOVERNMENT INC	BATTERY BACKUP	1,121.84
06/08/2026	CHRISTOPHER CLAUSEN	MISC CONTRACT WORK	400.00
06/08/2026	CLASSIC EVENTS	DANCE FLOOR FOR LIBRARY SWING DANCE ART PROGRAM	742.50
06/08/2026	CLIVE CHAMBER OF COMMERCE	STATE OF CITY PRESENTATION LUNCHEON	212.00
05/29/2026	CLIVE COMMUNITY SERVICES	CURRENT PAY WITHHOLDING CLIVE COMM SERVICES Pay Period: 05/23/20	19.23
05/29/2026	COLLECTION SERVICES CENTER	CURRENT PAY WITHHOLDING CHILD SUPPORT Pay Period: 05/23/2026	1,775.96
05/29/2026	CONCRETE COMPANY	2026 CURB & GUTTER REPAIR PRJT PAY REQ 1	14,718.75
06/08/2026	CONSOLIDATED COMMUNICATIONS	PHONES LINES	845.73
06/08/2026	CORE & MAIN LP	REPLACEMENT GAUGES	188.40
06/08/2026	CORE & MAIN LP	LARGE METER REPLACEMENT	2,331.50
06/08/2026	CORY KELLY	SWAP REIMBURSEMENT	4,000.00
06/08/2026	CROWN TROPHY	SOFTBALL/VOLLEYBALL AWARDS	275.88
06/08/2026	CUSTOM ELECTRICAL SERVICES	EXTERIOR LIGHTING REPAIRS	988.84
06/08/2026	CUSTOM ELECTRICAL SERVICES	EXTERIOR LIGHTING REPAIRS	266.51
06/08/2026	CUSTOM ELECTRICAL SERVICES	EXTERIOR LIGHTING REPAIRS	582.65
06/08/2026	DEJAH T PERKEY	YOGA INSTRUCTION	150.00
06/08/2026	DENISE FORNEY	MISC CONTRACT WORK-CHILDREN	150.00
06/08/2026	DES MOINES IRON & SUPPLY	#743 MOUNT FOR CONCRETE VAC	41.20
06/08/2026	DES MOINES WATER WORKS	CIWWW FIXED JUNE2026	80,934.00
06/08/2026	DES MOINES WATER WORKS	WATER PURCHASED MAY2026	131,314.04
06/08/2026	DIGITAL INTELLIGENCE INC	EQUIPMENT	12,297.62
06/08/2026	DINGES FIRE COMPANY	CRIBBING STRAPS	160.00
06/08/2026	DOLL DISTRIBUTING LLC	CAMPBELL CONCESSIONS	276.30
06/08/2026	DORSEY & WHITNEY	2026A BOND ISSUANCE	3,303.10
06/08/2026	DORSEY & WHITNEY	2026A BOND ISSUANCE	392.70
06/08/2026	DORSEY & WHITNEY	2026A BOND ISSUANCE	236.30
06/08/2026	DORSEY & WHITNEY	2026A BOND ISSUANCE	236.30
06/08/2026	DORSEY & WHITNEY	2026A BOND ISSUANCE	6,920.70
06/08/2026	DORSEY & WHITNEY	2026A BOND ISSUANCE	3,063.40
06/08/2026	DORSEY & WHITNEY	2026A BOND ISSUANCE	2,847.50
05/29/2026	EFTPS	FWT/FICA/MEDICARE CURRENT PAY SOCIAL SECURITY Pay Period: 05/23/2	34,635.70
05/29/2026	EFTPS	FWT/FICA/MEDICARE CURRENT PAY SOCIAL SECURITY Pay Period: 05/23/2	34,583.72
05/29/2026	EFTPS	FWT/FICA/MEDICARE CURRENT PAY MEDICARE Pay Period: 05/23/2026	8,100.17
05/29/2026	EFTPS	FWT/FICA/MEDICARE CURRENT PAY MEDICARE Pay Period: 05/23/2026	8,088.00
05/29/2026	EFTPS	FWT/FICA/MEDICARE CURRENT PAY FEDERAL WITHHOLDING TAX Pay Peri	52,928.91
06/08/2026	EMERALD ISLE LAND, LLC	REGIONAL STORMWATER DETEN BASIN AGREE	152,719.28
06/08/2026	EPIC IO TECHNOLOGIES	PHONE LINES	155.35
06/08/2026	FASTSIGNS	ADOPT A PARK STICKERS	23.27
06/08/2026	FERGUSON WATERWORKS	BEVERAGE REFRIDGERATOR	1,199.00

Date Paid	Vendor Name	Description	Amount Paid
06/08/2026	FIRST RESPONDER SUPPLY, LLC	UNIFORM ALLOW - J. NIELSEN	160.18
06/08/2026	FIT AND FIERCE 515 LLC	YOGA INSTRUCTION	75.00
06/08/2026	FREEDOM TIRE	TIRES	26.99
06/08/2026	FRIENDS OF THE GRIMES PUBLIC LIBRARY	DATA PROCESSING- ADVENTURE PASSES	250.00
06/08/2026	GRAINGER	SAFETY EQUIPMENT	100.43
06/08/2026	GRAINGER	SAFETY EQUIPMENT	100.43
06/08/2026	GRAINGER	SAFETY EQUIPMENT	100.43
06/08/2026	GRAINGER	SAFETY EQUIPMENT	100.44
06/08/2026	GREATER DES MOINES PARTNERSHIP	HALF OF JUDKINS DMDC TRIP	1,125.00
06/08/2026	GREATER DES MOINES PARTNERSHIP	DE KOCK DMDC TRIP	2,750.00
06/08/2026	GREATER DES MOINES PARTNERSHIP	HOCKER DMDC TRIP	2,750.00
06/08/2026	GREATER DES MOINES PARTNERSHIP	WEAVER DMDC TRIP	2,600.00
06/08/2026	GREATER DES MOINES PARTNERSHIP	GASPAROTTO DMDC TRIP	2,750.00
05/29/2026	GRIMES ASPHALT & PAVING	CH PARKING LOT IMPROVEMENTS PAY REQ 1	44,691.50
06/08/2026	GTR DM CONVENTION & VISITORS B	HOTEL MOTEL MAY 26	16,471.07
06/08/2026	HD SUPPLY	JANITORIAL SUPPLIES	46.70
05/29/2026	ICMA	LOAN REPAYMENT LOAN REPAYMENT Pay Period: 05/23/2026	622.01
05/29/2026	ICMA RETIREMENT CORP.#457	CURRENT PAY WITHHOLDING ICMA -DEF COMP Pay Period: 05/23/2026	12,692.54
05/29/2026	ICMA RETIREMENT CORP.#457	CURRENT PAY WITHHOLDING ICMA ROTH DEF COMP Pay Period: 05/23/202	11,096.11
05/29/2026	ICMA RETIREMENT CORP.#457	CURRENT PAY WITHHOLDING ICMA CITY OUT DEF COMP - Pay Period: 05/2	7,523.73
06/08/2026	IMAGE SOLUTIONS	PUBLIC RELATION SWAG	1,098.25
06/08/2026	INFOMAX OFFICE SYSTEMS INC	COPIER MAINTENANCE	1,070.67
06/08/2026	INGRAM BOOK COMPANY	BOOKS-YOUNG ADULT	22.98
06/08/2026	INGRAM BOOK COMPANY	BOOKS-HARBACH-CHILDREN	11.24
06/08/2026	INGRAM BOOK COMPANY	BOOKS-CHILDREN	144.52
06/08/2026	INGRAM BOOK COMPANY	BOOKS-HARBACH-CHILDREN	17.13
06/08/2026	INGRAM BOOK COMPANY	BOOKS-YOUNG ADULT	29.46
06/08/2026	INGRAM BOOK COMPANY	BOOKS-CHILDREN	106.06
06/08/2026	INGRAM BOOK COMPANY	BOOKS-CHILDREN	157.34
06/08/2026	INGRAM BOOK COMPANY	BOOKS-CHILDREN	535.94
06/08/2026	INGRAM BOOK COMPANY	BOOKS-HARBACH-CHILDREN	10.92
06/08/2026	IOWA DEPARTMENT OF PUBLIC SAFETY	IDPS MAINTENANCE	1,803.00
06/08/2026	IOWA DOT	PAINTING SUPPLIES	1,188.70
06/08/2026	IOWA SIGNAL INC.	BERKSHIRE/BEECHWOOD STREETLIGHT REPAIR	900.00
06/08/2026	IOWA-DES MOINES SUPPLY INC	GROUNDS MAINT	563.82
06/08/2026	KING'S MATERIAL, INC	CLARK ST COMPOST	221.10
06/08/2026	LOGAN CONTRACTORS SUPPLY	STREET MAINT SUPPLIES	324.78
06/08/2026	LOGAN CONTRACTORS SUPPLY	STREET MAINT SUPPLIES	3,510.00
06/08/2026	LOGAN CONTRACTORS SUPPLY	STREET MAINT SUPPLIES	3,705.00
06/08/2026	LOGAN CONTRACTORS SUPPLY	STREET MAINT SUPPLIES	138.30
06/08/2026	LOGAN CONTRACTORS SUPPLY	STREET MAINT SUPPLIES	180.28
06/08/2026	LOGAN CONTRACTORS SUPPLY	STREET MAINT SUPPLIES	3,705.00
06/08/2026	MACQUEEN EQUIPMENT	PPE JACKET AND PANTS	4,401.13
06/08/2026	MAIL SERVICES	POSTAGE	448.70
06/08/2026	MAIL SERVICES	REMINDER NOTICES MAY26	103.75
06/08/2026	MARTIN BROS	CAMPBELL CONCESSIONS	284.41
06/08/2026	MARTIN BROS	CAC CONCESSIONS	1,376.60
06/08/2026	MEDIACOM	LIBRARY INTERNET	294.90
06/08/2026	MENARDS	MISC SUPPLIES	12.44
06/08/2026	MENARDS	EMS WATER	32.89
06/08/2026	MENARDS	SHOP SUPPLIES	8.97
06/08/2026	MENARDS	STREET MAINT SUPPLIES	221.92
06/08/2026	MENARDS	BUILDING MAINT	15.72
06/08/2026	MENARDS	PRESSURE GAUGE PROTECTORS	69.98
06/08/2026	MENARDS	PARTS FOR PRESSURE GAUGES	29.65
06/08/2026	MENARDS	INFRASTRUCTURE SUPPLIES (INTAKES)	202.20
06/08/2026	MENARDS	TAR LIGHTS #741/774	113.96
06/08/2026	MENARDS	741A PARTS	104.81

Date Paid	Vendor Name	Description	Amount Paid
06/08/2026	MENARDS	CRACK SEALING SUPPLIES	48.72
06/08/2026	MENARDS	PARTS	8.49
06/08/2026	MES SERVICE COMPANY LLC	THERMAL IMAGER FOR ENGINE	1,346.48
06/08/2026	METRO WASTE AUTHORITY	SWEEPINGS	259.56
06/08/2026	METRO WASTE AUTHORITY	SWEEPINGS	230.58
06/08/2026	METRO WASTE AUTHORITY	SWEEPINGS	252.42
06/08/2026	METRO WASTE AUTHORITY	SWEEPINGS	232.68
06/08/2026	METRO WASTE AUTHORITY	SWEEPINGS	243.60
06/08/2026	METRO WASTE AUTHORITY	SWEEPINGS	255.78
06/08/2026	METRO WASTE AUTHORITY	CURB IT - MAY 26	28,522.08
06/08/2026	MIDAMERICA BOOKS	CHILDREN - BOOKS	443.10
06/08/2026	MIDAMERICAN ENERGY DAV	TRAFFIC LIGHTS	21.63
06/08/2026	MIDAMERICAN ENERGY DAV	TRAFFIC LIGHTS	23.34
06/08/2026	MIDAMERICAN ENERGY DAV	TRAFFIC LIGHTS	10.00
06/08/2026	MIDAMERICAN ENERGY DAV	ELECTRIC & GAS SERVICE CITY HALL	1,765.76
06/08/2026	MIDAMERICAN ENERGY DAV	PW BUILDING	861.69
06/08/2026	MIDAMERICAN ENERGY DAV	ELECTRIC AND GAS SERVICE PARKS	22.02
06/08/2026	MIDAMERICAN ENERGY DAV	ELECTRIC AND GAS SERVICE PARKS	21.87
06/08/2026	MIDAMERICAN ENERGY DAV	TRAFFIC LIGHTS	54.87
06/08/2026	MIDAMERICAN ENERGY DAV	STREET LIGHTS	53.78
06/08/2026	MIDAMERICAN ENERGY DAV	ELECTRIC AND GAS SERVICE CPSC	1,647.40
06/08/2026	MIDAMERICAN ENERGY DAV	ELECTRIC AND GAS SERVICE CPSC	444.00
06/08/2026	MIDAMERICAN ENERGY DAV	ELECTRIC AND GAS SERVICE CPSC	970.68
06/08/2026	MIDAMERICAN ENERGY DAV	ELECTRIC AND GAS SERVICE PARKS	12.02
06/08/2026	MIDAMERICAN ENERGY DAV	ELECTRIC AND GAS SERVICE PARKS	308.25
06/08/2026	MIDAMERICAN ENERGY DAV	ELECTRIC AND GAS SERVICE PARKS	10.23
06/08/2026	MIDAMERICAN ENERGY DAV	TRAFFIC LIGHTS	74.62
06/08/2026	MIDAMERICAN ENERGY DAV	STREET LIGHTS	27.06
06/08/2026	MIDAMERICAN ENERGY DAV	STREET LIGHTS	51.13
06/08/2026	MIDAMERICAN ENERGY DAV	ELECTRIC AND GAS SERVICE PARKS	10.00
06/08/2026	MIDAMERICAN ENERGY DAV	ELECTRIC AND GAS SERVICE PARKS	10.00
06/08/2026	MIDAMERICAN ENERGY DAV	ELECTRIC AND GAS SERVICE HARBACH	1,344.37
06/08/2026	MIDWEST AUTOMATIC	FIRE SPRINKLER REPAIRS	386.55
06/08/2026	MIDWEST WHEEL COMPANIES	STOCK FOR PICKUPS	39.92
05/29/2026	MUNICIPAL FIRE & POLICE	CURRENT PAY WITHHOLDING MUNICIPAL FIRE & POLICE RETIRE Pay Perio	10,221.41
05/29/2026	MUNICIPAL FIRE & POLICE	CURRENT PAY WITHHOLDING MUNICIPAL FIRE & POLICE RETIRE Pay Perio	23,755.38
06/08/2026	NETWORKS	SQL RENEWAL	4,391.44
06/08/2026	NETWORKS	TRAFFIC NETWORK FIBER SWITCHES	63,850.92
06/08/2026	NETWORKS	PROFESSIONAL FEES	300.00
06/08/2026	NORSOLV	RENT AND LEASE EQUIPMENT	288.95
06/08/2026	NORTHLAND PRODUCTS CO	#716 PARTS	818.65
06/08/2026	NYEMASTER-GOODE	PROSECUTIONS	13,314.00
06/08/2026	NYEMASTER-GOODE	CITY COUNCIL	1,000.00
06/08/2026	NYEMASTER-GOODE	LEGAL GENERAL	2,992.00
06/08/2026	NYEMASTER-GOODE	LEGAL HR	54.00
06/08/2026	NYEMASTER-GOODE	LEGAL	405.00
06/08/2026	NYEMASTER-GOODE	LEGAL	783.00
06/08/2026	NYEMASTER-GOODE	LEGAL	351.00
06/08/2026	NYEMASTER-GOODE	LEGAL	433.00
06/08/2026	NYEMASTER-GOODE	LEGAL	1,026.00
06/08/2026	OPN ARCHITECTS INC	PAY REQ 26 - CH REMODEL DESIGN OPN	1,485.63
06/08/2026	OPN ARCHITECTS INC	LIBRARY REFRESH	1,960.00
06/08/2026	OPN ARCHITECTS INC	LIBRARY REFRESH	3,745.00
06/08/2026	OPN ARCHITECTS INC	LIBRARY REFRESH	525.00
06/08/2026	OREILLY AUTOMOTIVE INC	#774 PARTS	23.85
06/08/2026	P & P SMALL ENGINES INC	EQUIPMENT REPAIR	3.99
06/08/2026	P J IOWA LC	CAC CONCESSIONS	145.20
06/08/2026	PANNIER	WQI PROJECT	967.00

Date Paid	Vendor Name	Description	Amount Paid
06/08/2026	PANNIER	SRF PROJECT	2,901.00
06/08/2026	PFM	2026A BOND ISSUANCE	3,939.68
06/08/2026	PFM	2026A BOND ISSUANCE	468.38
06/08/2026	PFM	2026A BOND ISSUANCE	281.84
06/08/2026	PFM	2026A BOND ISSUANCE	281.84
06/08/2026	PFM	2026A BOND ISSUANCE	8,254.46
06/08/2026	PFM	2026A BOND ISSUANCE	3,653.78
06/08/2026	PFM	2026A BOND ISSUANCE	3,396.27
06/08/2026	PLUMB SUPPLY	BUILDING MAINT	192.70
05/29/2026	POLK COUNTY SHERIFF	CURRENT PAY GARNISHMENT - POLK COUNTY Pay Period: 05/23/2026	489.10
06/08/2026	POWERPLAN	#741A REPAIR	926.89
06/08/2026	PRECISION COMPONENTS LLC	EXECUTIVE COACHING	1,000.00
06/08/2026	PRODIGY CARE SERVICES	411 RX	1,550.21
06/08/2026	PRODIGY CARE SERVICES	411 RX	36.74
06/08/2026	PRODIGY CARE SERVICES	411 RX	36.74
06/08/2026	PRODIGY CARE SERVICES	411 RX	13.17
06/08/2026	PRODIGY CARE SERVICES	411 RX	1,550.21
06/08/2026	PSYCHOLOGY ASSOCIATES	TRAINING - PAC PROGRAM	6,290.00
06/08/2026	QUALITY STRIPING INC	DURABLE PAINT MARKINGS UNIVERSITY AVE/BLVD AND 73RD ST	26,560.00
06/08/2026	QUALITY TRAFFIC CONTROL INC	STREET MAINTENANCE SUPPLIES	1,400.00
06/08/2026	QUALITY TRAFFIC CONTROL INC	WATER SUPPLIES	820.00
06/08/2026	RED WING BUSINESS ADVANTAGE ACCOUNT	BOOTS BRANDON	250.00
06/08/2026	REW SERVICES CORPORATION	ASBESTOS REMOVAL- 1829 86TH ST DEMO	4,665.00
06/08/2026	RINGCENTRAL INC	HOSTED VOICE	2,686.02
06/08/2026	SHI INTERNATIONAL CORP	SOFTWARE SUBSCRIPTION	122.61
06/08/2026	SHREDDER, THE	DOCUMENT DESTRUCTION	60.00
06/08/2026	SILVERSTAR CAR WASH	CAR WASHES - PARKS	40.00
06/08/2026	SILVERSTAR CAR WASH	CAR WASHES - REC	60.00
06/08/2026	SILVERSTAR CAR WASH	CAR WASHES - PW	80.00
06/08/2026	SILVERSTAR CAR WASH	CAR WASHES - PW	40.00
06/08/2026	SMITH SEWER SERVICE	SEWER DRAIN LINE CLEANING	132.00
06/08/2026	SMITH SEWER SERVICE	SEWER LINE CLEANING JET VAC CAMERA	1,723.00
06/08/2026	SMITH'S SEWER SERVICE, INC.	CAMERA & TRACE SEWER LINE - CAC	198.00
06/08/2026	SPRAYER SPECIALTIES INC	PARTS FOR SANDBLASTER	24.05
06/08/2026	SPRAYER SPECIALTIES INC	LID ASSEMBY FOR SAND BLASTER	48.88
06/08/2026	STAPLES	OFFICE SUPPLIES	71.40
06/08/2026	STAPLES	SHOP SUPPLIES	76.38
06/08/2026	STAPLES	OFFICE SUPPLIES	98.95
05/29/2026	STERNQUIST CONSTRUCTION INC	HARBACH BLVD RECONSTRUCTION PH 2 PAY REQ 1	66,274.57
06/08/2026	STIVERS FORD	VEHICLE REPAIR	2,073.89
06/08/2026	STIVERS FORD	VEHICLE REPAIR	1,228.84
06/08/2026	SUPERIOR PEST CONTROL	PEST CONTROL	47.85
06/08/2026	SUPERIOR PEST CONTROL	PEST CONTROL	104.61
06/08/2026	SUPERIOR PEST CONTROL	PEST CONTROL	177.54
06/08/2026	SUPERIOR PEST CONTROL	PEST CONTROL	250.00
06/08/2026	SUPERIOR PEST CONTROL	PEST CONTROL	331.00
06/08/2026	TONY MORO POWDER COAT & BLASTING	GROUNDS MAINT	125.00
05/29/2026	TREAS - STATE OF IA WH TAX	STATE WITHHOLDING STATE WITHHOLDING TAX Pay Period: 05/23/2026	24,708.00
06/08/2026	TRITECH FORENSICS	OTHER EQUIPMENT-EVIDENCE SUPPLIES	277.52
06/08/2026	TUBE PRO INC	LAZY RIVER TUBES	1,536.90
05/29/2026	UNITED WAY	CURRENT PAY WITHHOLDING UNITED WAY Pay Period: 05/23/2026	57.69
06/08/2026	UNPLUGGED WIRELESS COMMUNICATIONS LLC	GROUP 31 SIREN BATTERY REPLACEMENT	1,350.00
06/08/2026	UP CUT LAWN CARE	LAWN/MOWING SERVICES	16,940.29
06/08/2026	VALVOLINE LLC	VEHICLE OPERATIONS	46.74
06/08/2026	WORKSPACE INC	HARBACH RECREATION DESK	2,864.50
06/08/2026	XTREME TREE	TREE REMOVAL	1,360.00
06/08/2026	BRIAN HERRING	FOOD TRUCK FRIDAY	750.00
06/08/2026	CHESTNUT SIGNAGE	CH LIBRARY EXTERIOR SIGNAGE	24,685.00

Date Paid	Vendor Name	Description	Amount Paid
Grand Totals:			1,188,275.42

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

Bill List Claims	\$	1,188,275.42
(05/52/2026 - 6/08/2026)		
Payroll		
(05/29/2026)		372,645.41
Total	\$	1,560,920.83

Of the total payrolls, \$153.44 are expense reimbursements.

Elizabeth Hansen, Director of Administrative Services

Date: _____

Dated: _____

City Council:

Breanne Hocker	_____
Eric Klein	_____
Ted Weaver	_____
Sadie Gasparotto	_____
Susan Judkins	_____



Memo

TO: Mayor and Council members

FROM: Madison Wirth, Deputy City Clerk

DATE: June 11, 2026

RE: Approve Retail Tobacco Sales License Renewal Application - Love's Travel Stop - 11820 Hickman Road

SYNOPSIS:

Staff recommends approval.

Attachments:

1. Love's Travel Stop



Memo

TO: Mayor and Council members

FROM: Matthew Graham, City Clerk

DATE: June 11, 2026

RE: Approve New Retail Alcohol Sales License Application - 515 Brewing -
7700 University Avenue

SYNOPSIS:

Staff recommends approval.

Attachments:

1. 515 Brewing 05_28_2026



Memo

TO: Mayor and Council members

FROM: Matthew Graham, City Clerk

DATE: June 11, 2026

RE: Approve New Retail Alcohol Sales License Application - Bella Love Event Venue - 8801 University Avenue, Suite 29

SYNOPSIS:

Staff recommends approval.

Attachments:

1. Bella Love Event Venue 05_04_2026



Memo

TO: Mayor and Council members

FROM: Matthew Graham, City Clerk

DATE: June 11, 2026

RE: Approve New Retail Alcohol Sales License Application - Mexico De Mis Sabores - 1800 NW 86th Street, Suite 11

SYNOPSIS:

Staff recommends approval.

Attachments:

1. Mexico De Mis Sabores 05_30_2026



Memo

TO: Mayor and Council members

FROM: Matt McQuillen, City Manager

DATE: June 11, 2026

RE: Resolution Approving Substantial Completion and Acceptance of the Work - City Hall Renovation Phase 2 Project

SYNOPSIS:

Final closeout and substantial completion documents have been submitted for the five prime construction contracts associated with the City Hall Renovation Phase 2 Project. The construction manager, design team and staff would recommend approval of the resolution setting the substantial completion date and accepting the work.

Attachments:

1. Res Approve Sub Complete and Final Accept CH Phase 2 6-11-26
2. G734-2019 - Final - 001 Keystone
3. G734-2019 - Final - 001 Elite Glass
4. G734-2019 - Final - 001 Cunningham
5. G734-2019 - Final - 001 NAI
6. G734-2019 - Final - 001 Elite Fire

RESOLUTION NO. _____

RESOLUTION APPROVING SUBSTANTIAL COMPLETION AND ACCEPTING THE
WORK FOR PRIME CONSTRUCTION CONTRACTS FOR THE CITY HALL
RENOVATION PROJECT PHASE 2

WHEREAS, the contractors holding the prime contracts for construction of the Clive City Hall Renovation Phase 2 Project (the "Project"), have completed their work; and

WHEREAS, the date of substantial completion for those prime contracts begins a one (1) year warranty period for the construction work.

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

That the contracts described on Exhibit A, for the various packages of the Project, are deemed to be completed and the work hereby accepted, and except for the five percent (5%) retainage to be held by the City for not less than thirty (30) days after acceptance of the Work, the amounts due to the contractor are hereby ordered paid from available funds from which payment for the Work may be made.

That the City Manager is hereby authorized and directed to execute the certificate of substantial completion for said prime contracts on behalf of the City of Clive, Iowa.

PASSED AND APPROVED this 11th day of June, 2026.

By: _____
John Edwards, Mayor

ATTEST:

By: _____
Matthew Graham, City Clerk

Exhibit A

Clive City Hall Renovation Phase 2 Construction Packages Ready for Substantial Completion

Prime Contract #1 – General Construction, Demolition & Asbestos Abatement

Keystone Construction

Prime Contract #2 – Aluminum Frames & Glazing

Elite Glass and Metal

Prime Contract #3 – Mechanical and Plumbing

Cunningham

Prime Contract #4 – Electrical & Low Voltage

NAI Electrical

Prime Contract #5 – Fire Sprinkler

Elite Fire Sprinkler



AIA[®] Document G734[™] – 2019

Certificate of Substantial Completion Construction Manager as Adviser Edition

PROJECT: <i>(name and address)</i> Clive City Hall - Phase 2	CONTRACT INFORMATION: Contract For: BP #1 General Construction	CERTIFICATE INFORMATION: Certificate Number: 001
Clive City Hall	Date: August 28, 2025	Date: 5/5/26
OWNER: <i>(name and address)</i> City of Clive 1900 NW 114th St., Clive IA 50325	ARCHITECT: <i>(name and address)</i> OPN Architects 100 Court Ave., Suite 100, Des Moines IA 50309	CONSTRUCTION MANAGER: <i>(name and address)</i> DCI Group 220 SE 6th St., Suite 200, Des Moines IA 50309

CONTRACTOR(S):

(Enter names and addresses for all Contractors)

Keystone Construction Services, LLC
1650 NW Gettysburg Ln
Waukee IA 50263

The Work identified below has been reviewed and found, to the Construction Manager's and Architect's best knowledge, information and belief, to be substantially complete. Substantial Completion is the stage in the progress of the Work when the Work of all of the Contractors, or designated portion thereof, is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use. The date of Substantial Completion of the Project, or portion thereof designated below, is the date established by this Certificate
(Identify the Work of all of the Contractors, or portion thereof, that is substantially complete.)
All work included in the contract documents for Bid Package 01.

For all Contractors, the date of Substantial Completion of the Project, or portion thereof, is:
(Insert the date of Substantial Completion for all Contractors of the Work described above.)
April 15, 2026.

DCI Group CONSTRUCTION MANAGER <i>(Firm Name)</i>	 SIGNATURE	Drew Johnson, Project Manager PRINTED NAME AND TITLE	05/08/2026 DATE
OPN Architects ARCHITECT <i>(Firm Name)</i>	 SIGNATURE	Joe Feldmann, Associate Principal PRINTED NAME AND TITLE	05/11/2026 DATE

WARRANTIES

The date of Substantial Completion of the Project, or portion designated above, is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below:

(Identify warranties that do not commence on the date of Substantial Completion, if any, and indicate their date of commencement.)

N/A

WORK TO BE COMPLETED OR CORRECTED

A list of items to be completed or corrected by each of the Contractors, including a cost estimate, is attached hereto or transmitted as agreed upon by the parties, and identified as follows:

(Attach a list of items to be completed or corrected by each of the Contractors and provide an identification of each list.)

Any outstanding punchlist and submission of all contractually required as-builts and other closeout requirements.

The failure to include any items on such list does not alter the responsibility of a Contractor to complete all Work in accordance with the Contract Documents. Unless otherwise agreed to in writing, the date of commencement of warranties for

items on the attached lists will be the date of issuance of the final Certificate of Payment or the date of final payment, whichever occurs first. Each Contractor will complete or correct the Work on the appropriate list of items attached hereto within (60) days from the above date of Substantial Completion.

As of the date of Substantial Completion, the Owner shall be responsible for security, maintenance, heat, utilities, damage to the Work, and insurance, except as noted below:

(Identify any responsibilities that are assigned to the Contractors.)

None

(Note: Owner’s and Contractor’s legal and insurance counsel should review insurance requirements and coverage.)

The Owner and Contractor hereby accept the responsibilities assigned to them in this Certificate of Substantial Completion:

Keystone Construction Services, LLC	<u>JUSTIN MENKE</u>	Justin MenkePresident	05/11/2026
CONTRACTOR <i>(Firm Name)</i>	SIGNATURE	PRINTED NAME AND TITLE	DATE
City of Clive		John Edwards, Mayor	
OWNER <i>(Firm Name)</i>	SIGNATURE	PRINTED NAME AND TITLE	DATE



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Certificate of Substantial Completion Construction Manager as Adviser Edition

PROJECT: <i>(name and address)</i> Clive City Hall - Phase 2 Remodel Clive City Hall	CONTRACT INFORMATION: Contract For: BP #2 Glazing Date: September 25, 2025	CERTIFICATE INFORMATION: Certificate Number: 001 Date: 5/5/26
OWNER: <i>(name and address)</i> City of Clive 1900 NW 114th St., Clive IA 50325	ARCHITECT: <i>(name and address)</i> OPN Architects 100 Court Ave., Suite 100, Des Moines IA 50309	CONSTRUCTION MANAGER: <i>(name and address)</i> DCI Group 220 SE 6th St., Suite 200, Des Moines IA 50309

CONTRACTOR(S):

(Enter names and addresses for all Contractors)

Elite Glass & Metal, LLC
4945 NW 57th St., Suite 1
Johnston IA 50131

The Work identified below has been reviewed and found, to the Construction Manager's and Architect's best knowledge, information and belief, to be substantially complete. Substantial Completion is the stage in the progress of the Work when the Work of all of the Contractors, or designated portion thereof, is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use. The date of Substantial Completion of the Project, or portion thereof designated below, is the date established by this Certificate
(Identify the Work of all of the Contractors, or portion thereof, that is substantially complete.)
All work included in the contract documents for Bid Package 02.

For all Contractors, the date of Substantial Completion of the Project, or portion thereof, is:
(Insert the date of Substantial Completion for all Contractors of the Work described above.)
April 15, 2026.

DCI Group CONSTRUCTION MANAGER <i>(Firm Name)</i>	 SIGNATURE	Drew Johnson, Project Manager PRINTED NAME AND TITLE	05/08/2026 DATE
OPN Architects ARCHITECT <i>(Firm Name)</i>	 SIGNATURE	Joe Feldmann, Associate Principal PRINTED NAME AND TITLE	05/11/2026 DATE

WARRANTIES

The date of Substantial Completion of the Project, or portion designated above, is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below:
(Identify warranties that do not commence on the date of Substantial Completion, if any, and indicate their date of commencement.)
N/A

WORK TO BE COMPLETED OR CORRECTED

A list of items to be completed or corrected by each of the Contractors, including a cost estimate, is attached hereto or transmitted as agreed upon by the parties, and identified as follows:
(Attach a list of items to be completed or corrected by each of the Contractors and provide an identification of each list.)
Any outstanding punchlist and submission of all contractually required as-builts and other closeout requirements.

The failure to include any items on such list does not alter the responsibility of a Contractor to complete all Work in accordance with the Contract Documents. Unless otherwise agreed to in writing, the date of commencement of warranties for items on the attached lists will be the date of issuance of the final Certificate of Payment or the date of final payment,

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User Notes:

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Certificate of Substantial Completion Construction Manager as Adviser Edition

PROJECT: <i>(name and address)</i> Clive City Hall - Phase 2 Remodel Clive City Hall	CONTRACT INFORMATION: Contract For: BP #3 Mechanical Date: August 28, 2025	CERTIFICATE INFORMATION: Certificate Number: 001 Date: 5/5/26
OWNER: <i>(name and address)</i> City of Clive 1900 NW 114th St., Clive IA 50325	ARCHITECT: <i>(name and address)</i> OPN Architects 100 Court Ave., Suite 100, Des Moines IA 50309	CONSTRUCTION MANAGER: <i>(name and address)</i> DCI Group 220 SE 6th St., Suite 200, Des Moines IA 50309

CONTRACTOR(S):
(Enter names and addresses for all Contractors)

Cunningham Inc.
808 S Market St.
Oskaloosa IA 52577

The Work identified below has been reviewed and found, to the Construction Manager's and Architect's best knowledge, information and belief, to be substantially complete. Substantial Completion is the stage in the progress of the Work when the Work of all of the Contractors, or designated portion thereof, is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use. The date of Substantial Completion of the Project, or portion thereof designated below, is the date established by this Certificate
(Identify the Work of all of the Contractors, or portion thereof, that is substantially complete.)
All work included in the contract documents for Bid Package 03.

For all Contractors, the date of Substantial Completion of the Project, or portion thereof, is:
(Insert the date of Substantial Completion for all Contractors of the Work described above.)
April 15, 2026.

DCI Group CONSTRUCTION MANAGER <i>(Firm Name)</i>	 SIGNATURE	Drew Johnson, Project Manager PRINTED NAME AND TITLE	05/08/2026 DATE
OPN Architects ARCHITECT <i>(Firm Name)</i>	 SIGNATURE	Joe Feldmann, Associate Principal PRINTED NAME AND TITLE	05/11/2026 DATE

WARRANTIES

The date of Substantial Completion of the Project, or portion designated above, is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below:
(Identify warranties that do not commence on the date of Substantial Completion, if any, and indicate their date of commencement.)
N/A

WORK TO BE COMPLETED OR CORRECTED

A list of items to be completed or corrected by each of the Contractors, including a cost estimate, is attached hereto or transmitted as agreed upon by the parties, and identified as follows:
(Attach a list of items to be completed or corrected by each of the Contractors and provide an identification of each list.)
Any outstanding punchlist and submission of all contractually required as-builts and other closeout requirements.

The failure to include any items on such list does not alter the responsibility of a Contractor to complete all Work in accordance with the Contract Documents. Unless otherwise agreed to in writing, the date of commencement of warranties for items on the attached lists will be the date of issuance of the final Certificate of Payment or the date of final payment,

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User Notes:

(3B9ADA54)

whichever occurs first. Each Contractor will complete or correct the Work on the appropriate list of items attached hereto within (60) days from the above date of Substantial Completion.

As of the date of Substantial Completion, the Owner shall be responsible for security, maintenance, heat, utilities, damage to the Work, and insurance, except as noted below:
(Identify any responsibilities that are assigned to the Contractors.)
None

(Note: Owner's and Contractor's legal and insurance counsel should review insurance requirements and coverage.)

The Owner and Contractor hereby accept the responsibilities assigned to them in this Certificate of Substantial Completion:

Cunningham Inc. CONTRACTOR <i>(Firm Name)</i>	 SIGNATURE	Doug SpurgeonPlumbing Division Manager PRINTED NAME AND TITLE	05/08/2026 DATE
City of Clive OWNER <i>(Firm Name)</i>	 SIGNATURE	John Edwards, Mayor PRINTED NAME AND TITLE	 DATE



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Certificate of Substantial Completion Construction Manager as Adviser Edition

PROJECT: <i>(name and address)</i> Clive City Hall - Phase 2 Remodel Clive City Hall	CONTRACT INFORMATION: Contract For: BP #4 Electrical Date: September 25, 2025	CERTIFICATE INFORMATION: Certificate Number: 001 Date: 5/5/26
OWNER: <i>(name and address)</i> City of Clive 1900 NW 114th St., Clive IA 50325	ARCHITECT: <i>(name and address)</i> OPN Architects 100 Court Ave., Suite 100, Des Moines IA 50309	CONSTRUCTION MANAGER: <i>(name and address)</i> DCI Group 220 SE 6th St., Suite 200, Des Moines IA 50309

CONTRACTOR(S):

(Enter names and addresses for all Contractors)

NAI Electrical Contractors
2730 Ford St., Suite 101
Ames IA 50010

The Work identified below has been reviewed and found, to the Construction Manager's and Architect's best knowledge, information and belief, to be substantially complete. Substantial Completion is the stage in the progress of the Work when the Work of all of the Contractors, or designated portion thereof, is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use. The date of Substantial Completion of the Project, or portion thereof designated below, is the date established by this Certificate *(Identify the Work of all of the Contractors, or portion thereof, that is substantially complete.)*
All work included in the contract documents for Bid Package 05.

For all Contractors, the date of Substantial Completion of the Project, or portion thereof, is:
(Insert the date of Substantial Completion for all Contractors of the Work described above.)
April 15, 2026.

DCI Group CONSTRUCTION MANAGER <i>(Firm Name)</i>	 SIGNATURE	Drew Johnson, Project Manager PRINTED NAME AND TITLE	05/08/2026 DATE
OPN Architects ARCHITECT <i>(Firm Name)</i>	 SIGNATURE	Joe Feldmann, Associate Principal PRINTED NAME AND TITLE	05/11/2026 DATE

WARRANTIES

The date of Substantial Completion of the Project, or portion designated above, is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below:
(Identify warranties that do not commence on the date of Substantial Completion, if any, and indicate their date of commencement.)
N/A

WORK TO BE COMPLETED OR CORRECTED

A list of items to be completed or corrected by each of the Contractors, including a cost estimate, is attached hereto or transmitted as agreed upon by the parties, and identified as follows:
(Attach a list of items to be completed or corrected by each of the Contractors and provide an identification of each list.)
Any outstanding punchlist and submission of all contractually required as-builts and other closeout requirements.

The failure to include any items on such list does not alter the responsibility of a Contractor to complete all Work in accordance with the Contract Documents. Unless otherwise agreed to in writing, the date of commencement of warranties for items on the attached lists will be the date of issuance of the final Certificate of Payment or the date of final payment,

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User Notes:

(3B9ADA5A)

whichever occurs first. Each Contractor will complete or correct the Work on the appropriate list of items attached hereto within (60) days from the above date of Substantial Completion.

As of the date of Substantial Completion, the Owner shall be responsible for security, maintenance, heat, utilities, damage to the Work, and insurance, except as noted below:
(Identify any responsibilities that are assigned to the Contractors.)
None

(Note: Owner's and Contractor's legal and insurance counsel should review insurance requirements and coverage.)

The Owner and Contractor hereby accept the responsibilities assigned to them in this Certificate of Substantial Completion:

NAI Electrical Contractors CONTRACTOR <i>(Firm Name)</i>	<u>CHRIS BURKHART</u> SIGNATURE	Chris BurkhardtGeneral Manager PRINTED NAME AND TITLE	05/08/2026 DATE
City of Clive OWNER <i>(Firm Name)</i>	_____ SIGNATURE	John Edwards, Mayor PRINTED NAME AND TITLE	_____ DATE



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Certificate of Substantial Completion Construction Manager as Adviser Edition

PROJECT: <i>(name and address)</i> Clive City Hall - Phase 2 Remodel	CONTRACT INFORMATION: Contract For: BP #5 Fire Suppression Date: September 25, 2025	CERTIFICATE INFORMATION: Certificate Number: 001 Date: 5/5/26
Clive City Hall OWNER: <i>(name and address)</i> City of Clive 1900 NW 114th St., Clive IA 50325	ARCHITECT: <i>(name and address)</i> OPN Architects 100 Court Ave., Suite 100, Des Moines IA 50309	CONSTRUCTION MANAGER: <i>(name and address)</i> DCI Group 220 SE 6th St., Suite 200, Des Moines IA 50309

CONTRACTOR(S):

(Enter names and addresses for all Contractors)

Elite Fire Sprinkler Systems
5104 Park Ave
Des Moines IA 50321

The Work identified below has been reviewed and found, to the Construction Manager's and Architect's best knowledge, information and belief, to be substantially complete. Substantial Completion is the stage in the progress of the Work when the Work of all of the Contractors, or designated portion thereof, is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use. The date of Substantial Completion of the Project, or portion thereof designated below, is the date established by this Certificate
(Identify the Work of all of the Contractors, or portion thereof, that is substantially complete.)
All work included in the contract documents for Bid Package 05.

For all Contractors, the date of Substantial Completion of the Project, or portion thereof, is:
(Insert the date of Substantial Completion for all Contractors of the Work described above.)
April 15, 2026.

DCI Group CONSTRUCTION MANAGER <i>(Firm Name)</i>	 SIGNATURE	Drew Johnson, Project Manager PRINTED NAME AND TITLE	05/08/2026 DATE
OPN Architects ARCHITECT <i>(Firm Name)</i>	 SIGNATURE	Joe Feldmann, Associate Principal PRINTED NAME AND TITLE	05/11/2026 DATE

WARRANTIES

The date of Substantial Completion of the Project, or portion designated above, is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below:

(Identify warranties that do not commence on the date of Substantial Completion, if any, and indicate their date of commencement.)

N/A

WORK TO BE COMPLETED OR CORRECTED

A list of items to be completed or corrected by each of the Contractors, including a cost estimate, is attached hereto or transmitted as agreed upon by the parties, and identified as follows:

(Attach a list of items to be completed or corrected by each of the Contractors and provide an identification of each list.)

Any outstanding punchlist and submission of all contractually required as-builts and other closeout requirements.

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items on the attached lists will be the date of issuance of the final Certificate of Payment or the date of final payment, whichever occurs first. Each Contractor will complete or correct the Work on the appropriate list of items attached hereto within (60) days from the above date of Substantial Completion.

As of the date of Substantial Completion, the Owner shall be responsible for security, maintenance, heat, utilities, damage to the Work, and insurance, except as noted below:

(Identify any responsibilities that are assigned to the Contractors.)

None

(Note: Owner’s and Contractor’s legal and insurance counsel should review insurance requirements and coverage.)

The Owner and Contractor hereby accept the responsibilities assigned to them in this Certificate of Substantial Completion:

Elite Fire Sprinkler Systems CONTRACTOR <i>(Firm Name)</i>	<u>Josh Pearson</u> SIGNATURE	Josh PearsonArea Manager PRINTED NAME AND TITLE	05/08/2026 DATE
City of Clive OWNER <i>(Firm Name)</i>	SIGNATURE	John Edwards, Mayor PRINTED NAME AND TITLE	DATE



Memo

TO: Mayor and Council members

FROM: Jonathan Cygan, Civil Engineer

DATE: June 11, 2026

RE: Resolution Approving Change Order #2 - The Concrete Company -
2026 Residential PCC Pavement Rehabilitation Project - \$3,500.00

SYNOPSIS:

Staff recommends approval of Change Order #2 in the amount of \$3,500.00 to The Concrete Company for work performed on the above-referenced project.

During the patching on NW 108th Street that was approved on Change Order #1 during the 5/28/2026 council meeting, operations staff expressed interest in replacing an existing intake near the intersection. Before performing the replacement in-house staff requested a quote for the replacement. With the quote provided staff felt that the intake replacement was worth being performed by the contractor.

A breakdown of the contract status is as follows:

Amended Contract Amount - \$546,927.50

Change Order #2 - \$3,500.00

Revised Contract Amount - \$550,427.50

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

Attachments:

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

RESOLUTION NO. _____

RESOLUTION APPROVING CHANGE ORDER NO. 2
FOR THE CONCRETE COMPANY
2026 RESIDENTIAL PCC PAVEMENT REHABILITATION PROJECT

WHEREAS, the City staff has determined that it is necessary to make the changes set forth in Change Order No. 2 to the contract with The Concrete Company in regard to the 2026 Residential PCC Pavement Rehabilitation Project (the “Project”); and

WHEREAS, the City Council of the City of Clive, Iowa, is desirous of approving said Change Order No. 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 The Concrete Company, is hereby determined to be in the best interests of the residents of the City of Clive, Iowa, and is hereby accepted and approved by this City Council; and the Mayor is hereby authorized and directed to execute said Change Order No. 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

2026 Residential PCC Rehabilitation

Description	PCC Patching of Residential
Prime Contractor	The Concrete Company 5128 NW Beaver DR Grimes, IA 50111
Change Order	2
Status	Pending
Date Created	06/01/2026
Type	Changed Conditions
Summary	Additional Item
Change Order Description	Adding reconstruction of intake and overrun on pachting
Awarded Project Amount	\$479,333.50
Authorized Project Amount	\$546,927.50
Change Order Amount	\$3,500.00
Revised Project Amount	\$550,427.50

New Items

Line Number	Item ID	Unit	Quantity	Unit Price	Extension
Section: 1 - Description					
0270	26-033	EACH	1.000	\$3,500.000	\$3,500.00
INTAKE, TYPE SW-501					
1 item					Total: \$3,500.00

Mayor, City of Clive

Date

Project Engineer, Jon Cygan

Date

Field Engineer, Kaleb Randel

Date

Contractor, The Concrete Contracting Co.

Date



Memo

TO: Mayor and Council members

FROM: Matt McQuillen, City Manager

DATE: June 11, 2026

RE: Approve Pay Request #1 - PFM Group Consulting LLC - Multi-Year Financial Model (Service 1) - \$44,220.00

SYNOPSIS:

Included please find pay application #1 for Service 1 associated with the multi-component consulting services agreement with PFM Group Consulting LLC. For Service 1 PFM was contracted to develop a Multi-Year Financial Planning Tool for the City. This work is now complete and the final product for Service 1 was presented to the Council in April. As noted in the attached professional services agreement, the City also contracted for Service 2 a city comparison/benchmarking exercise. The Service 2 work is underway after receiving the Council's approval to proceed in late 2025. The final component, Service 3, for more extensive development of specific economic and community development strategies for Clive has not started and will not start until the Council authorizes PFM to proceed pending the results from Service 2.

The City Manager would recommend approval of pay application #1 in the amount of \$42,220 for services rendered to date by PFM Group Consulting. Please note, this work is separate from the City's ongoing financial advising relationship with PFM for debt issuance and utility rate modeling.

<u>Product</u>	<u>Budget</u>	<u>Actual Invoice</u>
Service 1	\$44,220	\$44,220
Service 2	\$18,440	
Service 3	\$58,720	

Acct: 001-5610-6407

Attachments:

1. Pay App 1 - Serv 1 - City of Clive, Iowa 142238 2026-06-02
2. Fully Executed PFM Dip Study Contract Jan 2025



Date	Invoice Number
May 27, 2026	142238
Payment Terms	Due Date
Upon Receipt	May 27, 2026

Bill To:
Matt McQuillan
City of Clive, Iowa
City Hall
1900 NW 114th Street
Clive, IA 50325
United States of America

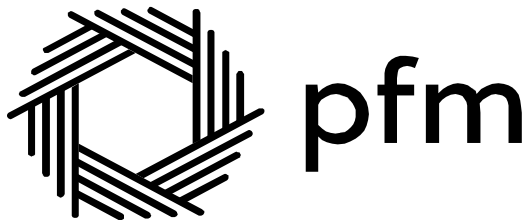
Company Address:
1735 Market Street
42nd Floor
Philadelphia, PA 19103
+1 (215) 5676100
Federal Tax ID: 81-1642478

Remittance Options:

<u>Via ACH (preferred):</u>	<u>Via Wire:</u>	<u>Via Mail:</u>
PFM Group Consulting LLC	Bank Name: M&T Bank	PFM Group Consulting LLC
Bank Name: M&T Bank	ABA# (Wire): 022000046	PO Box 65126
ACH# (ACH): 031302955	Account #: 9865883822	Baltimore, MD 21264-5126
Account #: 9865883822		United States of America

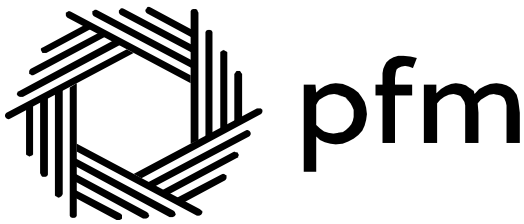
RE: In phase one, the project team will develop a 10-year budget forecast

Name	Title	Rate	Hours	Amount
Ellen Ramage	Senior Managing Consultant	\$325.00	24.75	\$8,043.75
Mallory Richards	Senior Analyst	\$265.00	91.50	\$24,247.50
Randall Bauer	Director	\$345.00	59.95	\$20,682.75
Total Professional Fees				\$52,974.00
Project Capped				\$(8,754.00)
Total Amount Due				<u>\$44,220.00</u>



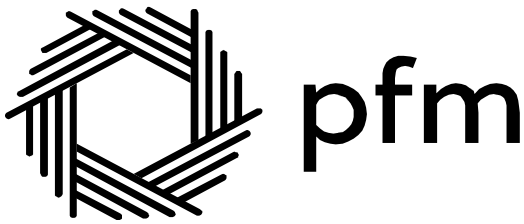
Date	Invoice Number
May 27, 2026	142238
Payment Terms	Due Date
Upon Receipt	May 27, 2026

Timesheet Detail - by Project					
Project Name	Employee Name	Role Code	Date	Hours	Amount Notes
City of Clive, Iowa/Phase 1: Multi-Year Financial Projections	Ellen Ramage	Senior Managing Consultant	01/09/25	.50	\$162.50 Internal Kick Off
	Ellen Ramage	Senior Managing Consultant	01/23/25	.50	\$162.50 Kick Off Call
	Ellen Ramage	Senior Managing Consultant	02/11/25	1.00	\$325.00 Data discussion meeting
	Ellen Ramage	Senior Managing Consultant	04/04/25	.50	\$162.50 Model check in with Mallory
	Ellen Ramage	Senior Managing Consultant	04/14/25	2.00	\$650.00 Department interviews
	Ellen Ramage	Senior Managing Consultant	04/15/25	5.00	\$1,625.00 Interviews and prep
	Ellen Ramage	Senior Managing Consultant	05/07/25	.50	\$162.50 Model check in with Mallory
	Ellen Ramage	Senior Managing Consultant	05/21/25	.50	\$162.50 Model check in
	Ellen Ramage	Senior Managing Consultant	05/22/25	.50	\$162.50 Model discussion meeting
	Ellen Ramage	Senior Managing Consultant	05/29/25	1.00	\$325.00 Model review
	Ellen Ramage	Senior Managing Consultant	07/28/25	1.00	\$325.00 Check in call
	Ellen Ramage	Senior Managing Consultant	08/05/25	.50	\$162.50 Check in meeting
	Ellen Ramage	Senior Managing Consultant	08/07/25	1.00	\$325.00 Check in meeting
	Ellen Ramage	Senior Managing Consultant	08/21/25	.50	\$162.50 Check in with Mallory re: personnel model
	Ellen Ramage	Senior Managing Consultant	09/15/25	.50	\$162.50 Initiative check in meeting
	Ellen Ramage	Senior Managing Consultant	09/17/25	2.50	\$812.50 Work on initiative model
	Ellen Ramage	Senior Managing Consultant	09/18/25	1.50	\$487.50 Work on model initiatives
	Ellen Ramage	Senior Managing Consultant	09/29/25	.25	\$81.25 Check in with Mallory
	Ellen Ramage	Senior Managing Consultant	10/07/25	2.50	\$812.50 Initiatives review and call with Mallory
	Ellen Ramage	Senior Managing Consultant	10/14/25	1.00	\$325.00 Check in meetings
	Ellen Ramage	Senior Managing Consultant	10/22/25	.25	\$81.25 Model work
	Ellen Ramage	Senior Managing Consultant	10/23/25	1.00	\$325.00 Model review meeting
	Ellen Ramage	Senior Managing Consultant	10/28/25	.25	\$81.25 Check in meeting
Ellen Ramage				24.75	\$8,043.75
City of Clive, Iowa/Phase 1: Multi-Year Financial Projections	Mallory Richards	Senior Analyst	01/09/25	.50	\$132.50 Kick off call
	Mallory Richards	Senior Analyst	01/22/25	.75	\$198.75
	Mallory Richards	Senior Analyst	01/23/25	1.50	\$397.50 Clive kick off with client, review presentation



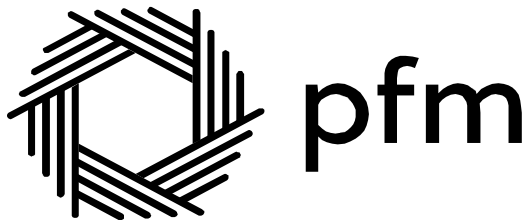
Date	Invoice Number
May 27, 2026	142238
Payment Terms	Due Date
Upon Receipt	May 27, 2026

Timesheet Detail - by Project					
Project Name	Employee Name	Role Code	Date	Hours	Amount Notes
	Mallory Richards	Senior Analyst	01/31/25	.50	\$132.50
	Mallory Richards	Senior Analyst	02/03/25	.75	\$198.75
	Mallory Richards	Senior Analyst	02/11/25	1.25	\$331.25
	Mallory Richards	Senior Analyst	03/18/25	.50	\$132.50
	Mallory Richards	Senior Analyst	03/21/25	2.75	\$728.75
	Mallory Richards	Senior Analyst	04/01/25	1.00	\$265.00
	Mallory Richards	Senior Analyst	04/02/25	2.50	\$662.50
	Mallory Richards	Senior Analyst	04/03/25	2.00	\$530.00
	Mallory Richards	Senior Analyst	04/04/25	1.25	\$331.25
	Mallory Richards	Senior Analyst	04/14/25	3.50	\$927.50
	Mallory Richards	Senior Analyst	04/15/25	4.75	\$1,258.75
	Mallory Richards	Senior Analyst	04/16/25	2.75	\$728.75
	Mallory Richards	Senior Analyst	04/24/25	2.00	\$530.00
	Mallory Richards	Senior Analyst	04/25/25	1.75	\$463.75
	Mallory Richards	Senior Analyst	04/28/25	.50	\$132.50
	Mallory Richards	Senior Analyst	04/29/25	1.25	\$331.25
	Mallory Richards	Senior Analyst	05/01/25	.75	\$198.75
	Mallory Richards	Senior Analyst	05/06/25	3.00	\$795.00
	Mallory Richards	Senior Analyst	05/07/25	4.75	\$1,258.75
	Mallory Richards	Senior Analyst	05/08/25	.75	\$198.75
	Mallory Richards	Senior Analyst	05/13/25	2.00	\$530.00
	Mallory Richards	Senior Analyst	05/20/25	.75	\$198.75
	Mallory Richards	Senior Analyst	05/21/25	3.50	\$927.50
	Mallory Richards	Senior Analyst	05/22/25	4.00	\$1,060.00
	Mallory Richards	Senior Analyst	05/23/25	2.25	\$596.25
	Mallory Richards	Senior Analyst	05/28/25	1.50	\$397.50
	Mallory Richards	Senior Analyst	05/29/25	2.75	\$728.75
	Mallory Richards	Senior Analyst	05/30/25	1.75	\$463.75
	Mallory Richards	Senior Analyst	06/02/25	1.50	\$397.50
	Mallory Richards	Senior Analyst	06/04/25	.75	\$198.75
	Mallory Richards	Senior Analyst	06/05/25	1.50	\$397.50
	Mallory Richards	Senior Analyst	06/12/25	.75	\$198.75
	Mallory Richards	Senior Analyst	06/23/25	1.00	\$265.00
	Mallory Richards	Senior Analyst	07/22/25	.50	\$132.50
	Mallory Richards	Senior Analyst	07/28/25	.75	\$198.75
	Mallory Richards	Senior Analyst	07/30/25	.50	\$132.50
	Mallory Richards	Senior Analyst	08/01/25	1.75	\$463.75
	Mallory Richards	Senior Analyst	08/05/25	.75	\$198.75
	Mallory Richards	Senior Analyst	08/06/25	1.00	\$265.00
	Mallory Richards	Senior Analyst	08/07/25	1.50	\$397.50
	Mallory Richards	Senior Analyst	08/14/25	.25	\$66.25
	Mallory Richards	Senior Analyst	08/18/25	1.25	\$331.25
	Mallory Richards	Senior Analyst	08/19/25	.50	\$132.50
	Mallory Richards	Senior Analyst	08/21/25	2.25	\$596.25
	Mallory Richards	Senior Analyst	08/25/25	.50	\$132.50
	Mallory Richards	Senior Analyst	08/27/25	1.00	\$265.00



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Timesheet Detail - by Project					
Project Name	Employee Name	Role Code	Date	Hours	Amount Notes
	Mallory Richards	Senior Analyst	09/02/25	.75	\$198.75
	Mallory Richards	Senior Analyst	09/03/25	1.75	\$463.75
	Mallory Richards	Senior Analyst	09/04/25	.25	\$66.25
	Mallory Richards	Senior Analyst	09/15/25	.50	\$132.50
	Mallory Richards	Senior Analyst	09/29/25	.25	\$66.25
	Mallory Richards	Senior Analyst	10/07/25	.75	\$198.75
	Mallory Richards	Senior Analyst	10/14/25	3.00	\$795.00
	Mallory Richards	Senior Analyst	10/15/25	1.00	\$265.00
	Mallory Richards	Senior Analyst	10/16/25	.50	\$132.50
	Mallory Richards	Senior Analyst	10/20/25	.75	\$198.75
	Mallory Richards	Senior Analyst	10/22/25	1.00	\$265.00
	Mallory Richards	Senior Analyst	10/23/25	1.00	\$265.00
	Mallory Richards	Senior Analyst	10/27/25	1.00	\$265.00
	Mallory Richards	Senior Analyst	10/28/25	1.50	\$397.50
	Mallory Richards			91.50	\$24,247.50
City of Clive, Iowa/Phase 1: Multi-Year Financial Projections	Randall Bauer	Director	01/09/25	2.00	\$690.00 internal project kick-off and follow up, project materials review
	Randall Bauer	Director	01/23/25	1.50	\$517.50 Kick-off presentation and team discussion
	Randall Bauer	Director	01/31/25	1.00	\$345.00 team discussions and follow up
	Randall Bauer	Director	02/11/25	.50	\$172.50 data background discussions
	Randall Bauer	Director	02/27/25	.50	\$172.50 client communication
	Randall Bauer	Director	03/18/25	2.50	\$862.50 data review, evaluation, and discussion
	Randall Bauer	Director	03/19/25	2.00	\$690.00 planning and internal model management
	Randall Bauer	Director	03/25/25	1.00	\$345.00 model discussions
	Randall Bauer	Director	03/31/25	1.50	\$517.50 client discussions, scheduling, and Q&A for project interviews
	Randall Bauer	Director	04/01/25	6.00	\$2,070.00 review of departments, providing discussion questions, team discussions
	Randall Bauer	Director	04/02/25	3.00	\$1,035.00 continued background research and organizing discussion guides for next week's meetings with city
	Randall Bauer	Director	04/10/25	2.00	\$690.00 prep for next week's meetings - review of budget, model, new property tax bill
	Randall Bauer	Director	04/11/25	1.00	\$345.00 prep for next week's meetings



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Timesheet Detail - by Project						
Project Name	Employee Name	Role Code	Date	Hours	Amount	Notes
	Randall Bauer	Director	04/14/25	4.50	\$1,552.50	on-site interviews, prep and follow up
	Randall Bauer	Director	04/15/25	8.50	\$2,932.50	on-site meetings with city department leadership, follow up
	Randall Bauer	Director	04/16/25	1.00	\$345.00	follow ups from client meetings
	Randall Bauer	Director	05/07/25	1.50	\$517.50	team discussions and follow up
	Randall Bauer	Director	05/08/25	1.00	\$345.00	follow up on legislative tax issues
	Randall Bauer	Director	05/15/25	1.00	\$345.00	team and client discussion
	Randall Bauer	Director	05/16/25	2.00	\$690.00	team discussions and review of state legislation
	Randall Bauer	Director	05/19/25	1.00	\$345.00	property tax background
	Randall Bauer	Director	05/22/25	2.50	\$862.50	review of model with client, plus prep and follow up
	Randall Bauer	Director	05/23/25	1.00	\$345.00	model review and discussion
	Randall Bauer	Director	05/29/25	1.50	\$517.50	budget model review and discussion
	Randall Bauer	Director	06/06/25	.50	\$172.50	client discussoins
	Randall Bauer	Director	06/20/25	.70	\$241.50	client discussion and team follow up
	Randall Bauer	Director	07/21/25	.50	\$172.50	client discussions and project internal next steps
	Randall Bauer	Director	07/28/25	1.00	\$345.00	team discussion and follow up with client
	Randall Bauer	Director	07/29/25	.50	\$172.50	initiatives development
	Randall Bauer	Director	07/30/25	.50	\$172.50	client discussions
	Randall Bauer	Director	08/05/25	1.00	\$345.00	team check in and next steps
	Randall Bauer	Director	08/07/25	1.00	\$345.00	model check in
	Randall Bauer	Director	08/27/25	1.25	\$431.25	discussion of project next steps
	Randall Bauer	Director	09/02/25	1.00	\$345.00	discussion of the model
	Randall Bauer	Director	09/15/25	1.00	\$345.00	model discussions
	Randall Bauer	Director	10/23/25	1.00	\$345.00	call with client, follow up
	Randall Bauer			59.95	\$20,682.75	
	Total:			176.20	\$52,974.00	

AGREEMENT FOR CONSULTING SERVICES

This agreement ("Agreement"), made and entered into this 31st day of December 2024 by and between the City of Clive, Iowa ("Client") and PFM Group Consulting LLC (hereinafter called "PFM") sets forth the terms and conditions under which PFM shall provide services.

WHEREAS, the Client desires to obtain the services of an advisor to provide management and budget consulting services; and

WHEREAS, PFM is capable of providing the necessary advisory services.

NOW, THEREFORE, in consideration of the above-mentioned premises and intending to be legally bound hereby, the Client and PFM agree as follows:

I. SCOPE OF SERVICES

PFM shall provide, upon request of the Client, services related to developing/providing a multi-year financial planning tool, examples of which, not intended to be exclusive, are set forth in Exhibit A, Service 1 to this Agreement. Any material changes in or additions to the scope of services described in Exhibit A, Service 1 shall be promptly reflected in a written supplement or amendment to this Agreement. Services provided by PFM which are not specifically referenced in the scope of services set forth in Exhibit A, Service 1 of this Agreement shall be completed as agreed in writing in advance between the Client and PFM. Upon request of Client, an affiliate of PFM or a third party referred or otherwise introduced by PFM and/or designated by the Client may agree to additional services to be provided under a separate writing, including separate scope and compensation, between Client and such affiliate or third party.

PFM represents and warrants to Client that: (i) the services provided hereunder will be performed in accordance with the highest professional standards, consistent with the descriptions and specifications set forth in this Agreement and all exhibits; (ii) it will comply with all applicable laws, rules and regulations in its performance under this Agreement; (iii) the services performed hereunder do not and will not infringe or violate any third party rights; and (iv) it has not violated any applicable laws, rules or regulations or policies of Client of which PFM has been given notice.

II. WORK SCHEDULE

The services of PFM are to commence as soon as practicable after the execution of this Agreement and a request by the Client for such service.

III. ADVISORY COMPENSATION; REIMBURSEMENT OF EXPENSES

For the services provided under this Agreement, PFM's professional fees shall be paid as provided in Exhibit B to this Agreement and Client shall pay expenses and fees for other services not set forth in Exhibit A as provided below. All fees shall be due to PFM within thirty (30) days of the date of receipt of invoice.

1. Reimbursable Expenses

In addition to fees for services, PFM will be reimbursed for necessary, reasonable out-of-pocket expenses incurred, including, but not limited to, travel, meals, lodging, telephone, mail, and other ordinary or extraordinary costs such as for graphics, printing, document production (including as required by a subpoena or other legal document or order), data processing and computer time which are incurred by PFM, to the extent described in Exhibit A or upon Client's prior written approval.

2. Other Services

Any services which are not included in the scope of services set forth in Exhibit A, Service 1 of this Agreement will be subject to separate, mutually acceptable fee structures.

IV. TERMS AND TERMINATION

This Agreement shall be effective from January 2, 2025 until December 31, 2025, unless terminated in writing by either party upon thirty (30) days written notice to the other party.

Upon such termination, PFM will be paid for all services performed and costs and expenses incurred up to the termination date.

V. ASSIGNMENT

PFM shall not assign any interest in this Agreement or subcontract any of the work performed under the Agreement without the prior written consent of the Client; provided that upon notice to Client, PFM may assign this Agreement or any interests hereunder to an entity that directly or indirectly controls, is controlled by, or is under common control with, PFM.

VI. INFORMATION TO BE FURNISHED TO PFM. All information, data, reports, and records in the possession of the Client or any third party necessary for carrying out any services to be performed under this Agreement ("Data") shall be furnished to PFM. PFM may rely on the Data in connection with its provision of the services under this Agreement and the provider thereof shall remain solely responsible for the adequacy, accuracy and completeness of such Data.

From time to time during the term of this Agreement, Client may disclose or make available to PFM confidential, sensitive, or other nonpublic information ("Confidential Information"). Confidential Information shall not include information that, at the time of disclosure: (i) is or becomes generally available to the public other than as a result of any breach of this section by PFM; (ii) is obtained by PFM on a non-confidential basis from a third-party that was not legally or contractually restricted from disclosing such information; (iii) was in PFM's possession prior to disclosure by Client; (iv) was independently developed by PFM without using any Confidential Information; or (v) is required to be disclosed under applicable federal, state, or local law, regulation, or a valid order issued by a court or governmental agency of competent jurisdiction. PFM shall: (A) protect and safeguard the confidentiality of the Confidential Information with at least the same degree of care as it would protect its own confidential information, but in no event with less than a commercially reasonable degree of care; (B) not use the Confidential Information, or permit it to be accessed or used, for any purpose other than to perform its obligations under this Agreement; and

(C) not disclose any such Confidential Information to any person or entity, except to PFM's representatives who need to know the Confidential Information to assist PFM perform its obligations under the Agreement. PFM shall be responsible for any breach of this section caused by any of its representatives.

VII. NOTICES

All notices and other communication required under this Agreement shall be in writing and may be sent by certified mail, return receipt requested, by nationally recognized courier, with written verification of receipt, or by electronic mail, with written verification of receipt. Notices shall be sent to the parties at the following addresses, or to such other address as a party may furnish to the other party:

City of Clive
1900 NW 114th St Clive, IA 50325
Attention: Matt McQuillen, City Manager

PFM GROUP CONSULTING LLC
1735 Market Street
42nd Floor
Philadelphia, PA 19103
Attention: Managing Director

VIII. TITLE TRANSFER

All materials, except functioning or dynamic financial models, prepared by PFM pursuant to this Agreement shall be the property of the Client. At the City's request, PFM agrees to license the financial model developed in Task 1 to the City in perpetuity for the sum of \$1.00. The licensed model may be updated or otherwise modified by the City on the condition that it be used solely by City employees and not be transferred or used by any other party. Subject to the exception described above, upon termination of this Agreement, at Client's reasonable request no later than three (3) years after the termination of this Agreement PFM shall deliver to the Client copies of any and all material pertaining to this Agreement.

IX. PFM'S REPRESENTATIVES

1. Assignment of Named Individuals

The professional employees of PFM set forth below will provide the services set forth in this Agreement; provided that PFM may, from time to time, supplement or otherwise amend the team members set forth below.

- Randall Bauer, Director
- Ellen Ramage, Senior Managing Consultant
- Mallory Richards, Senior Analyst

2. Changes in Advisory Team Requested by the Client

The Client has the right to request, for any reason, PFM to replace any member of the advisory staff. Should the Client make such a request, PFM shall promptly suggest a substitute for approval by the Client.

X. INSURANCE

PFM shall maintain insurance coverage with policy limits not less than as stated in Exhibit C.

XI. LIMITATION OF LIABILITY; INDEMNIFICATION

Except to the extent caused by its willful misconduct, bad faith, gross negligence or reckless disregard of its obligations or duties, or with respect to a party's indemnification or confidentiality obligations, neither party shall have any liability arising under this Agreement for any incidental, consequential, indirect, special, exemplary or punitive damages of any kind.

PFM agrees to defend Client against any lawsuits, and indemnify Client and hold it harmless from and against any costs, damages, liability, reasonable attorneys' fees or other expenses (but not including the cost of separate counsel for Client) resulting from: (a) any alleged or actual infringement of copyright, trademark, patent or other intellectual or proprietary right, or (b) any violation of any applicable law, rule or regulation or any breach of this Agreement by PFM. To make a claim of indemnification under this Section, Client shall: (A) notify PFM promptly in writing upon knowledge of any claim for which it may be entitled to indemnification under this Agreement (provided that failure to provide such notice shall not relieve PFM from its obligations hereunder except and only to the extent PFM was adversely injured as a result); (B) permit PFM to have the sole right to control the defense and settlement of any such lawsuit; (C) provide reasonable assistance to PFM, at PFM's expense, in the defense of such lawsuit; and (D) not enter into any settlement agreement or otherwise settle any such claim or lawsuit without PFM's express prior consent (not to be unreasonably withheld) or request.

XII. INDEPENDENT CONTRACTOR

PFM, its employees, officers and representatives at all times shall be independent contractors and shall not be deemed to be employees, agents, partners, servants and/or joint venturers of Client by virtue of this Agreement or any actions or services rendered under this Agreement. Nothing in this Agreement is intended or shall be construed to give any person, other than the Parties hereto, their successors and permitted assigns, any legal or equitable rights, remedy or claim under or in respect of this Agreement or any provisions contained herein. In no event will PFM be liable for any act or omission of any third party or for any circumstances beyond PFM's reasonable control including, but not limited to, fire, flood, or other natural disaster, war, riot, strike, act of terrorism, act of civil or military authority, software and/or equipment failure, computer virus, or failure or interruption of electrical, telecommunications or other utility services. In no event will PFM be liable for any act or omission of any third party or for any circumstances beyond PFM's reasonable control including, but not limited to, fire, flood, or other natural disaster, war, riot, strike, act of terrorism, act of civil

or military authority, software and/or equipment failure, computer virus, or failure or interruption of electrical, telecommunications or other utility services.

XIII. APPLICABLE LAW

This Agreement shall be construed, enforced, and administered according to the laws of the State of Iowa. PFM and the Client agree that, should a disagreement arise as to the terms or enforcement of any provision of this Agreement, each party will in good faith attempt to resolve said disagreement prior to pursuing other action.

XIV. ENTIRE AGREEMENT; SEVERABILITY

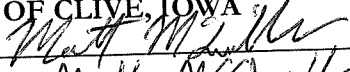
This Agreement represents the entire agreement between Client and PFM and may not be amended or modified except in writing signed by both parties. For the sake of clarity, any separate agreement between Client and an affiliate of PFM or third party referred or introduced by PFM and/or designated by Client shall not in any way be deemed an amendment or modification of this Agreement. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision.

XV. EXECUTION; COUNTERPARTS

Each party to this Agreement represents and warrants that the person or persons signing this Agreement on behalf of such party is authorized and empowered to sign and deliver this Agreement for such party. This Agreement may be signed in any number of counterparts, each of which shall be an original and all of which when taken together shall constitute one and the same document.

IN WITNESS THEREOF, the Client and PFM have executed this Agreement as of the day and year herein above written.

CITY OF CLIVE, IOWA

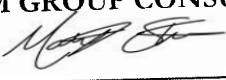
By: 

Name: Matt McQuillen

Title: City Manager

Date: 12/31/2024

PFM GROUP CONSULTING LLC

By: 

Name: Matthew Stitt

Title: Managing Director

Date: 1/6/2025

EXHIBIT A
SCOPE OF SERVICES

July 31, 2024

Matt McQuillen, City Manager
Clive City Hall
1900 NW 114th St,
Clive, IA 50325

Dear Matt,

Based on our discussions and the 'Clive Long-Term Financial Forecast and Comparison City Studies,' PFM Group Consulting LLC provides this proposal letter to the City of Clive (City) to provide the requested services related to the memo and our in-person discussion. The proposal provides three discreet services, and they are individually priced. Of course, we view this as a starting point, and we are ready and willing to collaborate with you as necessary to fit your needs.

SERVICE 1: DEVELOP/PROVIDE TO THE CITY A MULTI-YEAR FINANCIAL PLANNING TOOL

PFM Group Consulting LLC (PFMGC) had its genesis working with distressed cities to plot a course to steer them to financial stability. The cornerstone of these efforts was the development of a multi-year financial plan. A well-constructed multi-year financial plan focuses on longer-range decisions that can alter the financial trajectory – as opposed to the use of one-time resources or budget gimmicks that delay but do not solve structural budget problems. These multi-year financial plans helped erase sizable structural budget deficits for many major local governments, including Philadelphia, Pittsburgh, Washington DC, and Nassau County, NY.

PFMGC has developed multi-year financial projection models for dozens of local governments throughout the nation. Many of the local governments are not facing financial distress but recognize the need to identify trends that may shape their future and develop strategies to deal with or adapt to them.

Construct an Excel-based Financial Planning Model

The foundation of the multi-year financial plan is the development of an Excel-based model that combined historic data (preferably up to 10 years) with future projects for both revenues and expenditures. The model includes tabs for major expenditure categories, particularly related to workforce, capital projects, and major city programs. On the revenue side, it would include own-source taxes, state and federal grants and aid, city fees and charges, etc.

Given that the City is interested in longer-range forecasts, we would propose that the model provide a 10-year (as opposed to the more common 5-year) financial projection. We also understand that a key question for the City is when it may face financial pressure related to limited build-out of available land. If

the 10-year horizon suggests a trend but not financial constraints, the project team will extend the projection period and identify when the City would face financial difficulties.

The activities associated with developing the financial projection model:

1. **Obtain city financial data and load into the financial projection model.** While PFMGC has constructed hundreds of financial projection models and much of the architecture is similar, each is custom-built, as city revenue and expenditure structures differ. An advantage for the City is the fact that the proposed project manager, Randall Bauer, is well-versed in Iowa city and state finances, given his 17 years in Iowa state government. The City may also from time to time benefit from the local government knowledge that may be provided by affiliate PFM Financial Advisors LLC's Managing Director Susanne Gerlach and Director Mathew Stoffel, under separate agreement, including separate scope and compensation.
2. **Conduct detailed interviews with City leadership and subject matter experts.** The project team will use detailed interviews to identify planned future activities and initiatives that may alter revenue or expenditure projections. The interviews also provide an opportunity for the project team to discuss any data anomalies or other data questions. Finally, the interviews may help shape model assumptions related to demographics or other changes in city population or business growth and development.
3. **Develop forecast assumptions, initiatives, and scenarios.** The model forecast relies on a variety of forecast assumptions related to revenue and expenditure growth (or lack thereof). Likewise, both can be impacted by demographic factors, changes in service levels, productivity improvements, or other initiatives that alter financial trends. The model provides mechanisms to make changes in assumptions, combine them into scenarios, and compare their outcomes. These assumptions, initiatives, and scenarios are developed in collaboration with City leadership and subject matter experts to ensure accuracy and 'real world' assumptions.
4. **Finalize the model.** Once the model is complete the project team will share it with city staff for feedback. Should there be questions or comments that require additional analysis or changes, the project team will do so and refine as needed until all City questions or concerns have been addressed.

Draft and Communicate Findings

The project team will provide the City a written project report that details the project activities and deliverables. The report will detail the model findings as well as the forecast assumptions. It will also identify initiatives and scenarios that might alter the financial forecast.

Provide the City the Forecast Model and Train Staff on its Use

Once the model is complete, the project team will turn it over to the City for its exclusive use. PFMGC will also provide training and detailed written documentation on how to update or otherwise modify the model. The project team will continue to make itself available to the City should model support questions arise.

Service 1 Cost Proposal

For most projects, PFMGC bills on an hourly basis with a dollar cap for all in-scope activities. That means that if the hours necessary to complete the in-scope deliverables are less than the proposed hourly rates cap, you will be billed only for the hours necessary to complete the project. Based on past development of similar models, the following details the hours and hourly rates that form the basis for the cost proposal:

Task	Activities	Director \$345/hour	Senior Analyst \$265/hour	Total Hours Per Task	Total Cost Per Task
	Data collection and model development	4	16	20	\$5,620
	Project interviews	8	12	20	\$5,940
	Forecast assumptions, initiatives, scenarios	8	40	48	\$13,360
	Finalize model	4	16	20	\$5,620
	Draft and communicate findings	8	16	24	\$7,000
	Model documentation and training	4	20	24	\$6,680
Total Hours All Tasks		36	120	156	
Cost of Combined Tasks		\$12,420	\$31,800		\$44,220
Project hourly rates cap:				<u>\$44,220</u>	

PFMGC also proposes billing for normal and customary travel expenses, including transportation (coach airfare), lodging and meals. PFMGC provides receipts for all billed expenses and does not apply an administrative mark-up. Because the proposed project manager is located in PFM's Des Moines office, travel expenses will be minimized.

SERVICE 2: BENCHMARKING COMPARABLE CITIES

PFMGC projects of this nature always include benchmarking, as we believe these comparisons can unlock useful insights and may provide examples of initiatives or strategies that might benefit the City. Because PFMGC has worked with literally hundreds of governments across the country, the project team can rely on past work (and networks) to identify strong comparable cities for benchmarking purposes.

In fact, PFMGC has already identified some possible comparable cities for this exercise. Based on discussions with the City, the following would be the activities associated with this service.

1. **Identify and Agree on Comparable Cities.** We understand that the City is seeking the experience and outcomes of other cities that share key characteristics. These include:
 - a. Similar in size (population, land mass)
 - b. Similar wealth factors (household income, home value, poverty levels)
 - c. Similar development characteristics (built out, population growth rates)

Of course, the project team will also incorporate other factors should the City so choose. This is generally an iterative process, and it is possible that as the exploration process unfolds, some cities may be found to not be good matches, and other cities might prove better substitutes.

2. **Survey Comparable Cities.** Because benchmarking is a component of most similar projects, the project team has considerable experience in effectively conducting benchmarking. In most cases, PFMGC asks the client to send an email to an appropriate party (such as a city manager or administrator) asking for their assistance and explaining that PFMGC will be contacting them to administer a survey. The project team will provide sample email language for this outreach. Beyond that initial outreach, the project team will handle all communication with the comparable cities.
PFMGC uses Survey Monkey, a common web-based survey tool. PFMGC will prepare the survey and share it with the City prior to release for any edits, comments or suggestions. Once the City signs off, the project team will contact the cities and administer the survey. The project team will also do follow-up contacts (email or phone) with cities to gain maximum response rates. PFMGC has found that survey length is an important factor in response rates – we keep the questions succinct and numbering no more than 10.
3. **Conduct Follow-up MS-Teams Virtual Interviews.** Where survey results or background research suggest a city is a particularly good fit for City, the project team will seek to arrange a follow-up virtual interview. If/when the comparable city agrees, PFMGC provides a set of questions in advance to guide discussion. PFMGC seeks to limit these to approximately 30 minutes, which also helps with response rates.
4. **Provide written findings.** The project team will analyze the data and information gathered from the benchmarking exercise and provide a written summary and findings. PFMGC will also provide the full electronic survey data and notes from any follow-on meetings to the City.

Service 2 Cost Proposal

As noted in service 1, PFMGC proposes to conduct the project using hourly rates with a cap. The cap is based on past similar projects, and the following details the projected hours and hourly rates that form the basis for the project cap:

Task	Activities	Director \$345/hour	Senior Analyst \$265/hour	Research Assistant \$100/hour	Total Hours Per Task	Total Cost Per Task
Identify and agree on comparable cities		4	4		8	\$2,440
Survey comparable cities, analyze results		4	8	20	32	\$5,500
Follow-up Interviews		4	8		12	\$3,500
Provide written findings		8	16		24	\$7,000
Total Hours All Tasks		20	36	20	76	
Cost of Combined Tasks		\$6,900	\$9,540	\$2,000		\$18,440
Project hourly rates cap:		<u>\$16,440</u>				

As previously noted, if the hours necessary to complete the in-scope deliverables are less than the proposed hourly rates cap, you will be billed only for the hours necessary to complete the project.

PFMGC also proposes billing for normal and customary travel expenses, including transportation (coach airfare), lodging and meals. PFMGC provides receipts for all billed expenses and does not apply an administrative mark-up. Because the proposed project manager is located in PFM's Des Moines office, travel expenses will be minimized.

SERVICE 3: ECONOMIC AND COMMUNITY DEVELOPMENT STRATEGIES

When governments encounter difficult budgets, there are three primary methods for improving their overall financial position:

- **Spending reductions.** Most typically, this requires program budget cuts, reductions in the government workforce, or productivity improvements. While it may be a combination of the three, City residents have come to expect abundant city services. As a result, workforce or programmatic cuts that reduce the quality or quantity of services may be difficult to achieve. Of course, productivity improvements that save money and maintain or enhance services should be explored. Within this category are opportunities for shared services with surrounding suburbs. Besides shared services, many of the opportunities are technology-based strategies.
- **Increases in taxes or fees for service.** Iowa is a Dillon's Rule state,¹ which requires specific state authority to exercise local government powers. As a result, the tax options available to its cities are limited, and, given the current make-up of the Iowa General Assembly, this condition is unlikely to change. While there may be some opportunity to increase fees, these can only cover the cost of providing the services for which the fee is charged, which also limits its usefulness when budget stress is encountered.
- **Broadening the tax base.** Community or economic development strategies that broaden the tax base are considered ideal, as the additional economic activity can provide additional revenue without an increase in taxes or fees. Of course, some of these strategies may also increase the demand for city services, and these must also be taken into consideration.

The City is interested in determining what strategies are appropriate for it to pursue, given its city characteristics, including its residential and commercial footprints. The following are the activities that PFMGC proposes to assist with those efforts.

1. **Conduct an environmental scan.** The project team will work with City staff to identify current and future key characteristics of the City. This will touch on many of the topics that would be explored in benchmarking and also use other tools to describe and predict future activity. These can include shift share analysis of employment and total wages and salaries by industry, location quotient analysis, use of Placer Labs foot traffic software to understand visitor trends and retail leakage, ESRI tools for GIS mapping and spatial analytics, and CoStar for commercial real estate intelligence.
2. **Identify and test varying economic and community development strategies.** The project team will use the environmental scan as the basis for exploring strategies to

¹ Dillon's Rule is based on two court decisions issued by Iowa Judge John Dillon in 1868. This narrow interpretation of a local government's authority provides that the state must specifically sanction local government activities. Dillon's Rule was upheld by the U.S. Supreme Court in 1903 and again in 1923.

enhance community or economic development or improve service delivery. The referenced City memo already discusses common strategies (increased residential density, commercial conversions to housing, changed service delivery models). The project team has analyzed these as well as others, such as strategies to increase or retain businesses (and which specific types will be best for the city); strategies that will attract visitors and/or create commercial magnets; redevelopment strategies for older parts of the City; and use of technology to enhance services and control costs. These can then be tested within the multi-year financial projection model.

3. **Develop and communicate findings and recommendations.** The project team will provide a written report that explains the project approach, methodology, tested scenarios, and a SWOT analysis of each. Based on that analysis, PFMGC will identify the strategies that are most (or more) conducive to matching the City's needs in the future.

Service 3 Cost Proposal

As noted in the prior service cost proposals, PFMGC proposes to conduct the project using hourly rates with a cap. The cap is based on past similar projects, and the following details the projected hours and hourly rates that form the basis for the project cap:

Task	Activities	Senior Managing				Total Hours Per Task	Total Cost Per Task
		Director \$345/hour	Consultant \$325/hour	Senior Analyst \$265/hour	Senior Adviser \$300/hour		
Environmental scan		8	8	16	8	40	\$12,000
Test strategies		8	16	40	16	80	\$23,360
Findings and recommendations		8	16	40	16	80	\$23,360
Total Hours All Tasks		24	40	96	40	200	
Cost of Combined Tasks		\$8,280	\$13,000	\$25,440	\$12,000		\$58,720
Project hourly rates cap:				\$58,720			

Once again, if the hours necessary to complete the in-scope deliverables are less than the proposed hourly rates cap, you will be billed only for the hours necessary to complete the project.

PFMGC also proposes billing for normal and customary travel expenses, including transportation (coach airfare), lodging and meals. PFMGC provides receipts for all billed expenses and does not apply an administrative mark-up. Because the proposed project manager is located in PFM's Des Moines office, travel expenses will be minimized.

PROJECT TEAM

Randall Bauer, Director, will serve as the project manager. He is PFMGC's most senior project manager, having joined the firm in 2005. He has prior experience in all facets of the proposed services. For example, he has managed multi-year financial plans for the city of Kansas City,

Missouri; the St. Louis, Missouri Public School District; Erie County, New York; and the Lancaster County, Michigan EMS Department. All of these projects (and dozens of others) have included benchmarking. He has also managed economic and community development-focused projects for the cities of Palm Beach Gardens, Florida; St. Louis, Missouri; and Lincoln, Nebraska. Prior to joining PFM, he was Iowa Governor Tom Vilsack's state budget director and senior staff in the Iowa Senate, where he was the lead staff on budget and economic development issues.

Ellen Ramage, Senior Managing Consultant, will provide subject matter expertise on economic development and modeling. Ellen has developed multi-year financial plan models for multiple clients, including the state of Washington Department of Agriculture. Based in PFM's San Francisco office, she has led economic development strategy projects for the cities of Ventura, Moorpark, and Port Hueneme, California.

William Fulton, Senior Advisor, will provide subject matter expertise on economic and community development strategies. Bill has been a consultant with PFM since 2022 after completing eight years as Director of Rice University's Kinder Institute for Urban Research. He is a former director of planning, neighborhoods, and economic development for the City of San Diego. He has also served as a principal in the California-based urban planning firm now known as Placeworks and policy director for the advocacy group Smart Growth America. Mr. Fulton has long experience working on economic development strategies throughout the United States. As planning director of San Diego, he shepherded the city's first economic development strategy in 15 years through to City Council approval. He was part of a consulting team that assisted Scottsdale, Arizona, in pivoting redevelopment of the city's old "auto row" from a Walmart to Arizona State University's Skysong research center.

Mallory Richards, Senior Analyst would be the primary model developer and lead analyst. She has provided analytical and modeling support for projects for the Massachusetts Association of Community Development Corporations, the city of Chicago, and the Wisconsin Economic Development Corporation. Prior to joining PFMGC, Mallory worked as an analyst at S&P Global, assisting in commercial mortgage backed security ratings and conducting real estate market analyses.

AFFILIATE SERVICES

Susanne Gerlach, Managing Director and **Matthew Stoffel, Director** with affiliate, PFM Financial Advisors LLC, will also be available to provide municipal government and finance subject matter expertise, under separate agreement including separate scope and compensation.

TIMELINES

A specific timeline will depend on whether each service is provided separately or in combination with others. In general, the multi-year financial planning service is approximately a four month project. Benchmarking can generally be completed in 2-3 months. The economic development strategy service is generally 4-6 months. However, if done in tandem, the entire project is likely to be around six months, but the model could still be delivered in about four months.

SUMMARY

The project team is excited about the opportunity to work with Clive and continue the strong relationship already in place as the City's financial advisors. The proposed team has significant experience in all aspects of the proposed services, and the combined local knowledge of Susanne, Matthew, and Randy should mean that the project team will be able to 'hit the ground running.'

Of course, PFMGC is happy to work with the City to tailor the proposal to fit your needs. If there are areas you would like to discuss, we are happy to do so.

Sincerely,

A handwritten signature in dark ink, appearing to read "Randall Bauer". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

Randall Bauer, Director
PFM Group Consulting

EXHIBIT B
COMPENSATION FOR SERVICES

Service 1 Cost Proposal

For most projects, PFMGC bills on an hourly basis with a dollar cap for all in-scope activities. That means that if the hours necessary to complete the in-scope deliverables are less than the proposed hourly rates cap, you will be billed only for the hours necessary to complete the project. Based on past development of similar models, the following details the hours and hourly rates that form the basis for the cost proposal:

Task	Activities	Director \$345/hour	Senior Analyst \$265/hour	Total Hours Per Task	Total Cost Per Task
	Data collection and model development	4	16	20	\$5,620
	Project interviews	8	12	20	\$5,940
	Forecast assumptions, initiatives, scenarios	8	40	48	\$13,360
	Finalize model	4	16	20	\$5,620
	Draft and communicate findings	8	16	24	\$7,000
	Model documentation and training	4	20	24	\$6,680
Total Hours All Tasks		36	120	156	
Cost of Combined Tasks		\$12,420	\$31,800		\$44,220
Project hourly rates cap:			\$44,220		

PFMGC also proposes billing for normal and customary travel expenses, including transportation (coach airfare), lodging and meals. PFMGC provides receipts for all billed expenses and does not apply an administrative mark-up. Because the proposed project manager is located in PFM's Des Moines office, travel expenses will be minimized.

EXHIBIT C
INSURANCE COVERAGE



Insurance Statement

PFM Group Consulting LLC ("PFM") has a complete insurance program, including property, casualty, general liability, automobile liability and workers compensation. PFM maintains Professional (E&O)/Cyber Liability coverage which total \$5 million single loss/ \$5 million aggregate.

Our Professional/Cyber Liability policies are a "claims made" policy and our General Liability policy claims would be made by occurrence.

Deductibles/SIR:

Automobile \$100 comprehensive & \$1,000 collision

General Liability \$0

Professional (E&O)/ Cyber Liability \$250,000

Crime \$50,000

Insurance Company & AM Best Rating

Professional Liability (E&O).....	AIG Specialty Insurance Company; (A; Stable)
.....	Great American Fidelity Insurance Co; (A+; Stable)
Crime.....	Berkley Regional Insurance Company; (A+; Stable)
Cyber Liability.....	AIG Specialty Insurance Company (A; Stable)
General Liability.....	The Continental Insurance Company; (A Stable)
Automobile Liability.....	The Continental Insurance Company; (A Stable)
Excess /Umbrella Liability.....	The Continental Insurance Company; (A Stable)
Workers Compensation.....	The Continental Insurance Company; (A Stable)
& Employers Liability	



CERTIFICATE OF LIABILITY INSURANCE

12/7/2024

DATE (MM/DD/YYYY)

12/7/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	Lockton Companies 1185 Avenue of the Americas, Suite 2010 New York NY 10036 646-572-7300	CONTACT NAME:	
		PHONE (A/C, No, Ext):	FAX (A/C, No):
INSURED	PFM Group Consulting LLC 1735 Market St Fl 42 Philadelphia PA 19103	E-MAIL ADDRESS:	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: The Continental Insurance Company	
		INSURER B: AIG Specialty Insurance Company	
		INSURER C:	
		INSURER D:	
INSURER E:			
INSURER F:			

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:			7063595755	12/7/2023	12/7/2024	EACH OCCURRENCE \$ \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ \$1,000,000 MED EXP (Any one person) \$ \$15,000 PERSONAL & ADV INJURY \$ \$1,000,000 GENERAL AGGREGATE \$ \$2,000,000 PRODUCTS - COMP/OP AGG \$ \$20,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			7063597408	12/7/2023	12/7/2024	COMBINED SINGLE LIMIT (Ea accident) \$ \$1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$			7063597652	12/7/2023	12/7/2024	EACH OCCURRENCE \$ \$20,000,000 AGGREGATE \$ \$20,000,000 \$ XXXXXXXX
A	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	7063614840	1/1/2024	1/1/2025	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$ \$1,000,000 E.L. DISEASE - POLICY LIMIT \$ \$1,000,000
B	Cyber/Tech E&O			01-825-55-75	12/7/2023	12/7/2024	\$5M Per Claim \$5,000,000 Aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

EVIDENCE OF COVERAGE

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Memo

TO: Mayor and Council members

FROM: Jonathan Cygan, Civil Engineer

DATE: June 11, 2026

RE: Approve Pay Request #1 - The Concrete Company - 2026 Residential PCC Pavement Rehabilitation Project - \$63,116.69

SYNOPSIS:

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

Pay Estimate #1 - \$63,116.69

A breakdown of the contract status is as follows:

Amended Contract Amount - \$546,927.50

Paid to Date - \$63,116.69

Contract Remaining - \$483,810.81

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

Attachments:

1. Pay Request #1



City of Clive

Payment Invoice

2026 Residential PCC Rehabilitation

Description	PCC Patching of Residential
Payment Number	1
Pay Period	05/05/2026 to 06/01/2026
Approval Date	06/04/2026
Prime Contractor	The Concrete Company 5128 NW Beaver DR Grimes, IA 50111
Payment Status	Pending
Awarded Project Amount	\$479,333.50
Authorized Amount	\$546,927.50

Line Number	Item	Unit	Current Paid Quantity	Unit Price	Amount
Section: 1 Description					
0200	26-231	SY	605.000	\$91.750	\$55,508.75
Patches, Full Depth Repairs NW 108th Street & Frontage Rd					
0210	26-232	TN	75.000	\$25.000	\$1,875.00
Sub Grade Repair NW 108th Street & Frontage Rd					
0220	26-233	LS	1.000	\$2,185.000	\$2,185.00
Traffic Control NW 108th Street & Frontage Rd					
0230	26-234	LS	1.000	\$2,500.000	\$2,500.00
Slurry Control (Primary) NW 108th Street & Frontage Rd					
0240	26-235	EA	2.000	\$250.000	\$500.00
Secondary Slurry Control NW 108th Street & Frontage Rd					
0250	26-236	LS	1.000	\$2,500.000	\$2,500.00
Mobilization NW 108th Street & Frontage Rd					
Project Total:					\$65,068.75

Line Number	Item	Unit	Current Paid Quantity	Unit Price	Amount
					Section Total: \$65,068.75
					Project Total: \$65,068.75

Summary

Current Approved Work:	\$65,068.75	Approved Work To Date:	\$65,068.75
Current Stockpile Advancement:	\$0.00	Stockpile Advancement To Date:	\$0.00
Current Stockpile Recovery:	\$0.00	Stockpile Recovery To Date:	\$0.00
Current Retainage:	\$1,952.06	Retainage To Date:	\$1,952.06
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:	\$63,116.69	Payments To Date:	\$63,116.69
Previous Payment:	\$0.00	Previous Payments To Date:	\$0.00

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



Memo

TO: Mayor and Council members

FROM: Mark Mertens, Code Enforcement Officer

DATE: June 11, 2026

RE: Approve Pay Request #2 (Retainage) - Pearson's Dirtwork & Trucking -
2026 Flood Mitigation Demolition Project / 7705 University Avenue) -
\$2,565.00

SYNOPSIS:

Approve Pay Request #2 (Retainage) – Pearson's Dirtwork & Trucking – 2026 Flood Mitigation Demolition Project (7705 University Avenue) – \$2,565.00

This pay request represents the release of retainage for the 2026 Flood Mitigation Demolition Project at 7705 University Avenue. The project has been completed in accordance with the contract documents and has been inspected and accepted by City staff. Staff recommends approval of Pay Request #2 and release of retainage, which will constitute final payment for the project.

Attachments:

1. Pay Request #2



PAY REQUEST

Clive Code Enforcement
1900 NW 114th
Clive, IA 50325-3755
(515) 223-6221 Fax (515) 457-3091

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

Project Title	2026 Flood Mitigation Demolition Project 7705 University Avenue	
Clive Project File Number	2/26/2026	
Amount Due This Pay Request	\$2,565.00	
Contractor Agreement Date		February 26, 2026
Estimated Completion Date	5/14/26	
Pay Period	N/A	
Pay Request Number	2	
Date	June 3, 2026	

BID ITEMS					
Item No.	Address	Unit	Quantity (ft) Completed	Unit Price	Amount
1	Retainage Due	1		\$2,565.00	\$2,565.00

PAY REQUEST SUMMARY

			Total Earned	\$2,565.00
			Retainage (5%)	
			Total	\$2,565.00
Total Previously Approved (list each)	Pay Request 1			\$48,735.00
	Pay Request 2	Retainage		\$2,565.00
	Pay Request 3			
	Pay Request 4			
	Pay Request 5			
	Pay Request 6			
	Pay Request 7			
	Pay Request 8			
	Pay Request 9			
	Pay Request 10			
			Total Project Cost	\$51,300.00
			Amount Due This Request	\$2,565.00

The amount is recommended for approval for payment in accordance with the terms of the Contractors Agreement

Recommended By: Mark Mertens, Code Enforcement Officer City of Clive
Signature: 
Date: 6/4/2026

APPROVED FOR PAYMENT
BY Mark Mertens
DATE 6/4/2026
ACCT # 346-5750-6799
ITEM 2026 Flood Mitigation
Property Demolition.
7705 University Ave.



Memo

TO: Mayor and Council members

FROM: Jonathan Cygan, Civil Engineer

DATE: June 11, 2026

RE: Approve Pay Request #2 - The Concrete Company - 2026 Curb and Gutter Repair Project - \$12,222.76

SYNOPSIS:

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

Pay Estimate #2 - \$12,222.76

A breakdown of the contract status is as follows:

Amended Contract Amount - \$27,774.75

Paid to Date - \$26,941.51

Contract Remaining - \$833.24

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

Attachments:

1. Payment_Invoice_2_2026_City_Wide_Curb_and_Gutter



City of Clive

Payment Invoice

2026 City Wide Curb and Gutter

Description	Remove and replace curb, gutter, and driveways at City wide locations at directed by City staff
Payment Number	2
Pay Period	05/13/2026 to 06/01/2026
Approval Date	06/04/2026
Prime Contractor	The Concrete Company 5128 NW Beaver DR Grimes, IA 50111
Payment Status	Pending
Awarded Project Amount	\$22,425.00
Authorized Amount	\$27,774.75

Line Number	Item	Unit	Current Paid Quantity	Unit Price	Amount
Section: 1 Description					
0010	26-221	LF	173.000	\$75.000	\$12,975.00
Curb and Gutter, PCC, 24"					
0050	26-225	EA	18.000	\$4.500	\$81.00
Tie Bars, Epoxy Coated, #4					
					Section Total: \$13,056.00
					Project Total: \$13,056.00

Summary

Current Approved Work:	\$13,056.00	Approved Work To Date:	\$27,774.75
Current Stockpile Advancement:	\$0.00	Stockpile Advancement To Date:	\$0.00
Current Stockpile Recovery:	\$0.00	Stockpile Recovery To Date:	\$0.00
Current Retainage:	\$833.24	Retainage To Date:	\$833.24
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:	\$12,222.76	Payments To Date:	\$26,941.51
Previous Payment:	\$14,718.75	Previous Payments To Date:	\$14,718.75

Mayor, City of Clive

Date

Project Engineer, Jon Cygan

Date

Field Engineer, Kaleb Randel

Date

Contractor, The Concrete Co.

Date



Memo

TO: Mayor and Council members

FROM: Jonathan Cygan, Civil Engineer

DATE: June 11, 2026

RE: Approve Pay Request #3 - Mainline Construction - Alice's Road
Reconstruction Phase 1B - \$235,630.46

SYNOPSIS:

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

Pay Estimate #3 - \$235,630.46

A breakdown of the contract status is as follows:

Contract Amount - \$2,611,078.91

Paid to Date - \$467,193.71

Contract Remaining - \$2,143,885.20

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 #3



City of Clive

Payment Invoice

Alices Road Improvements Stage 1B

Description	Road reconstruction from Dellwood to returns of Douglas.
Payment Number	3
Pay Period	05/03/2026 to 05/30/2026
Approval Date	06/11/2026
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					
0020	26-002	CY	568.000	\$10.000	\$5,680.00
TOPSOIL, ON-SITE					
0120	26-012	LF	236.000	\$92.000	\$21,712.00
STORM SEWER, TRENCHED, CLASS III RCP, 18"					
0130	26-013	LF	372.000	\$106.000	\$39,432.00
STORM SEWER, TRENCHED, CLASS III RCP, 24"					
0150	26-015	LF	16.000	\$30.000	\$480.00
REMOVAL OF STORM SEWER, RCP, 15"					
0230	26-023	LF	40.000	\$77.000	\$3,080.00
WATER MAIN, TRENCHED, PVC, 12"					
0240	26-024	LB	156.000	\$11.000	\$1,716.00
FITTINGS					
Project Total:					\$242,918.00

Line Number	Item	Unit	Current Paid Quantity	Unit Price	Amount
0260	26-026	EACH	2.000	\$4,000.000	\$8,000.00
	VALVE, GATE, 12"				
0270	26-027	EACH	1.000	\$7,600.000	\$7,600.00
	FIRE HYDRANT ASSEMBLY				
0280	26-028	EACH	2.000	\$8,400.000	\$16,800.00
	ALTERNATE FIRE HYDRANT ASSEMBLY				
0360	26-036	EACH	1.000	\$9,000.000	\$9,000.00
	INTAKE, TYPE SW-506				
0380	26-038	EACH	1.000	\$300.000	\$300.00
	REMOVE INTAKE				
0460	26-046	SY	101.000	\$10.000	\$1,010.00
	REMOVAL OF DRIVEWAY				
0540	26-054	SY	4,731.000	\$8.000	\$37,848.00
	PAVEMENT REMOVAL				
0610	26-061	LS	0.100	\$4,000.000	\$400.00
	TEMPORARY TRAFFIC CONTROL				
0820	26-082	LS	0.300	\$3,200.000	\$960.00
	SWIPP MANAGEMENT				
0990	26-099	LS	0.100	\$14,000.000	\$1,400.00
	CONSTRUCTION SURVEY				
1000	26-100	LS	0.500	\$175,000.000	\$87,500.00
	MOBLIZATION				
				Section Total: \$242,918.00	
				Project Total: \$242,918.00	

Summary

Current Approved Work:	\$242,918.00	Approved Work To Date:	\$481,643.00
Current Stockpile Advancement:	\$0.00	Stockpile Advancement To Date:	\$0.00
Current Stockpile Recovery:	\$0.00	Stockpile Recovery To Date:	\$0.00
Current Retainage:	\$7,287.54	Retainage To Date:	\$14,449.29
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:	\$235,630.46	Payments To Date:	\$467,193.71
Previous Payment:	\$181,778.00	Previous Payments To Date:	\$231,563.25

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: Matt McQuillen, City Manager

DATE: June 11, 2026

RE: Approve Pay Request #5 - Elite Glass and Metal - City Hall Renovation Phase 2 Project - \$354.05

SYNOPSIS:

Staff is recommending approval of pay request #5 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

Change Order #3 \$ 365.00 Approved by CM 5/27/26

Revised Contract Amount \$ 135,351.00

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 Approved 5/14/26

Pay Request #5 \$ 354.05

Balance Remaining \$ 4,060.53

3% Retainage Held \$ 4,060.53

Total – Pay Request #5 \$ 354.05

Acct # 350-5750-6799

Attachments:

1. Clive City Hall P2 - Elite Glass Pay App 5

TO CONTRACTOR:

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

APPLICATION NO: 5
INVOICE NO: 25011-SC-005
PERIOD: 05/01/26 - 05/31/26
PROJECT NO: 25011
CONTRACT NO: SC-002 City Hall Phase 2
CONTRACT DATE: 09/25/2025
CERTIFICATE DATE: 06/03/2026
SUBMITTED DATE:

FROM SUBCONTRACTOR:

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

SUBCONTRACT FOR: BP#2 - Elite Glass

SUBCONTRACTOR'S APPLICATION FOR PAYMENT

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

1.	Original Contract Sum	\$135,370.00
2.	Net change by change orders	\$(19.00)
3.	Contract Sum to date (Line 1 ± 2)	\$135,351.00
4.	Total completed and stored to date (Column G on detail sheet)	\$135,351.00
5.	Retainage:	
	a. 3.00% of completed work	\$4,060.53
	b. 0.00% of stored material	\$0.00
	Total retainage (Line 5a + 5b or total in column I of detail sheet)	\$4,060.53
6.	Total earned less retainage (Line 4 less Line 5 Total)	\$131,290.47
7.	Less previous certificates for payment (Line 6 from prior certificate)	\$130,936.42
8.	Current payment due:	\$354.05
9.	Balance to finish, including retainage (Line 3 less Line 6)	\$4,060.53

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner/Client:	\$0.00	\$(384.00)
Total approved this month:	\$365.00	\$0.00
Totals:	\$365.00	\$(384.00)
Net change by change orders:	\$(19.00)	

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

SUBCONTRACTOR: Elite Glass and Metal

By: _____

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

Contract #SC-002 City H...

5/28/2026 at 9:01 PM CDT

Workflow:
Commitment Invoicing w/Secondary Review

PM Review
6/1/2026 at 10:47 PM CDT

Decision Type
First responder decides

Result
Responders agree

Responded

PM

Drew Johnson:
Secondary Review

Secondary Review
6/2/2026 at 9:56 AM CDT

Decision Type
First responder decides

Result
Responders agree

Responded

Designer

Thomas Thatcher: Approve

Approved
6/2/2026 at 9:56 AM CDT

Document SUMMARY SHEET, APPLICATION AND CERTIFICATE FOR PAYMENT, containing

Contractor's signed Certification is attached.

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

APPLICATION NUMBER: 5

APPLICATION DATE: 05/27/2026

PERIOD: 05/01/26 - 05/31/26

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	8-88000.000.Subcontract BP#2 Glazing & Aluminum Frames	Bond	\$2,307.40	\$2,307.40	\$0.00	\$0.00	\$2,307.40	100.00%	\$0.00	\$69.22
2	8-88000.000.Subcontract BP#2 Glazing & Aluminum Frames	Submittals/Closeout	\$5,000.00	\$5,000.00	\$0.00	\$0.00	\$5,000.00	100.00%	\$0.00	\$150.00
3	8-88000.000.Subcontract BP#2 Glazing & Aluminum Frames	Demo	\$10,000.00	\$10,000.00	\$0.00	\$0.00	\$10,000.00	100.00%	\$0.00	\$300.00
4	8-88000.000.Subcontract BP#2 Glazing & Aluminum Frames	Labor	\$58,610.60	\$58,610.60	\$0.00	\$0.00	\$58,610.60	100.00%	\$0.00	\$1,758.32
5	8-88000.000.Subcontract BP#2 Glazing & Aluminum Frames	Glass	\$8,638.00	\$8,638.00	\$0.00	\$0.00	\$8,638.00	100.00%	\$0.00	\$259.14
6	8-88000.000.Subcontract BP#2 Glazing & Aluminum Frames	Metal	\$14,670.00	\$14,670.00	\$0.00	\$0.00	\$14,670.00	100.00%	\$0.00	\$440.10
7	8-88000.000.Subcontract BP#2 Glazing & Aluminum Frames	Hardware	\$36,144.00	\$36,144.00	\$0.00	\$0.00	\$36,144.00	100.00%	\$0.00	\$1,084.32
TOTALS:			\$135,370.00	\$135,370.00	\$0.00	\$0.00	\$135,370.00	100.00%	\$0.00	\$4,061.10

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					
8	CCO #001 Elite Glass CO#1								
8.1	PCO #001 CO#1 Contract Schedule Update								
8.1.1	8-88000.000.Subcontract BP#2 Glazing & Aluminum Frames	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00
9	CCO #002 Elite Glass CO#2								
9.1	PCO #002 CO#2 Elite Glass								
9.1.1	8-88000.000.Subcontract BP#2 Glazing & Aluminum Frames Medeco Cylinder Change from Spec'd Sargent Degree	\$(384.00)	\$(384.00)	\$0.00	\$0.00	\$(384.00)	100.00%	\$0.00	\$(11.52)
10	CCO #003 Elite Glass CO#3								
10.1	PCO #003 PCO#3 Elite Glass								
10.1.1	8-88000.000.Subcontract BP#2 Glazing & Aluminum Frames RFI #46 Storefront Sill and Jamb Conditions	\$365.00	\$0.00	\$365.00	\$0.00	\$365.00	100.00%	\$0.00	\$10.95
TOTALS:		\$(19.00)	\$(384.00)	\$365.00	\$0.00	\$(19.00)	100.00%	\$0.00	\$(0.57)

Grand Totals

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	APPROVED WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
GRAND TOTALS:		\$135,351.00	\$134,986.00	\$365.00	\$0.00	\$135,351.00	100.00%	\$0.00	\$4,060.53

PARTIAL WAIVER OF LIEN

STATE OF IOWA

COUNTY OF POLK

To: Elite Glass and Metal, LLC.
4945 NW 57th Ave. Ste. 1
Johnston, IA 50131

Elite Glass and Metal, LLC is current on all payments through **5/31/26**. The undersigned waives and releases any and all liens, claims and right to lien upon described premises known as: Clive City Hall relative to mechanics lien for any reason whatsoever on account of labor or material furnished in the construction thereon under the statutes of the State of Iowa.

DATED 3rd DAY OF June, YEAR 2026.
(day) (month) (year)

Elite Glass and Metal

(company)

(authorized signature)

Application and Certificate for Payment

To Owner:

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

Project:

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

Application No: 5**Invoice No:** 8755**Period To:** 6/30/2026**Contract For:** GLASS & GLAZING**Contract Date:** 9/22/2025**Project Nos:****From Contractor:**

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

Via Architect:

CONTRACTOR'S APPLICATION FOR PAYMENT

1) Original Contract Sum.....	135,370.00
2) Net change by Change Orders	-19.00
3) Contract Sum to Date	135,351.00
4) Completed and Stored to Date.....	135,351.00
5) Retainage:	
a. Completed Work	4,060.53
b. Stored Material.....	0.00
Total Retainage	4,060.53
6) Total Earned less Retainage	131,290.47
7) Less Previous Certificates for Payment.....	130,936.42
8) Current Payment Due	354.05
9) Balance to Finish, including Retainage	4,060.53

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	0.00	384.00
Total approved this Month	365.00	0.00
TOTALS	365.00	384.00
NET CHANGES by Change Order	-19.00	

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

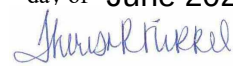
CONTRACTOR: Elite Glass and MetalBy: 

State of: Iowa

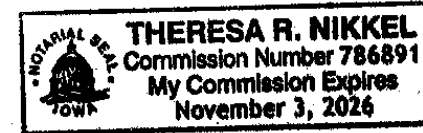
Date: 06/01/2026

County of: Polk

Subscribed and sworn to before
me this 1st day of June 2026

Notary Public: 

My Commission expires: November 3, 2026



ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED \$ _____

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

ARCHITECT:

By: _____

Date: _____

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

Continuation Sheet

Application No: 5
 Invoice No: 8755
 Application Date: 6/1/2026
 Period To: 6/30/2026
 Architect's Project No:

A	B	C	D	E	F	G		H	I
ITEM No.	DESCRIPTION	SCHEDULED VALUE	WORK COMPLETED		STORED MATERIALS	TOTAL	%	BALANCE	RETAINAGE
			PREVIOUS	THIS PERIOD					
1	DEMO	10,000.00	10,000.00	0.00	0.00	10,000.00	100	0.00	300.00
2	LABOR	58,610.60	58,610.60	0.00	0.00	58,610.60	100	0.00	1,758.32
3	METAL	14,670.00	14,670.00	0.00	0.00	14,670.00	100	0.00	440.10
4	GLASS	8,638.00	8,638.00	0.00	0.00	8,638.00	100	0.00	259.14
5	HARDWARE	36,144.00	36,144.00	0.00	0.00	36,144.00	100	0.00	1,084.32
6	SUBMTTALS / CLOSEOUT	5,000.00	5,000.00	0.00	0.00	5,000.00	100	0.00	150.00
7	BOND	2,307.40	2,307.40	0.00	0.00	2,307.40	100	0.00	69.22
8	CO#1-PROJ SCHEDULE REVISION	0.00	0.00	0.00	0.00	0.00	***	0.00	0.00
9	CO#2-#19 HDWE DEDUCT	-384.00	-384.00	0.00	0.00	-384.00	100	0.00	-11.52
10	CO#3-Add Mat to N Vestibule	365.00	0.00	365.00	0.00	365.00	100	0.00	10.95
		135,351.00	134,986.00	365.00	0.00	135,351.00		0.00	4,060.53



Memo

TO: Mayor and Council members

FROM: Alyssa Welling, Administrative Assistant

DATE: June 11, 2026

RE: Approve Pay Request #6 - Caliber Concrete - Linnan Park Construction Project - \$9,500.00

SYNOPSIS:

Staff recommends approval of Pay Request #6 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 #6: **\$9,500.00**

Total Requested to Date: **\$191,684.35**

Remaining contract amount: **\$313,588.65**

Attachments:

1. Caliber pay app #6

APPLICATION AND CERTIFICATE FOR PAYMENT

TO OWNER: PROJECT: Linn Park Project
City of Clive 8500 Alice Ave
1900 NW 114th St Clive, IA 50325
City of Clive 50325 VIA ARCHITECT:
FROM CONTRACTOR: Caliber Concrete
309 Audubon St. Smith Group
Adair, IA 50002 233 North Water Street, Suite 502
Milwaukee, WI 53202

CONTRACT FOR: 25-023

APPLICATION #: 6 Distribution to:
PERIOD TO: 05/25/26
PROJECT NOS: 14880
OWNER
Const. Mgr
Architect
Contractor
CONTRACT DATE: 05/22/25

CONTRACTOR'S APPLICATION FOR PAYMENT
Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet is attached.

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

1. ORIGINAL CONTRACT SUM \$ 490,900.00
2. Net change by Change Orders \$ 14,373.00
3. CONTRACT SUM TO DATE (Line 1 +/- 2) \$ 505,273.00
4. TOTAL COMPLETED & STORED TO DATE \$ 201,773.00
(Column G on Continuation Sheet)

5. RETAINAGE:
a. 5.0% of Completed Work \$ 10,088.65
(Columns D+E on Continuation Sheet)
b. 10.0% of Stored Material \$
(Column F on Continuation Sheet)
Total Retainage (Line 5a + 5b or Total in Column 1 of Continuation Sheet) \$ 10,088.65

6. TOTAL EARNED LESS RETAINAGE \$ 10,088.65
(Line 4 less Line 5 Total) \$ 191,684.35

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) \$ 182,184.35

8. CURRENT PAYMENT DUE \$ 9,500.00
(Line 3 less Line 6)

9. BALANCE TO FINISH, INCLUDING RETAINAGE \$ 313,588.65
(Line 3 less Line 6)

CONTRACTOR:
By: M. M. D. Condit Date: 6.1.26
State of: Iowa
County of: Adair
Subscribed and sworn to before me this 1st day of June 2026
Notary Public: Patricia Peterson
My Commission expires: January 29, 2027

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.)

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

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

CONTINUATION SHEET

Page 2 of 2 Pages

ATTACHMENT TO PAY APPLICATION

APPLICATION NUMBER: 6

PROJECT:

APPLICATION DATE: 25-May-26

Linnan Park Project

PERIOD TO: 25-May-26

8500 Alice Ave

ARCHITECT'S PROJECT NO:

Clive, IA 50325

A Item No.	B Description of Work	C Scheduled Value	D Work Completed		E Completed This Period	F Materials Presently Stored (Not In D or E)	G		H Balance To Finish (C - G)	I Retainage
			From Previous Application (D + E)				Total Completed And Stored To Date (D + E + F)	% (G/C)		
1	6" Sidewalk	\$ 176,500			\$ 10,000	\$ -	\$ 10,000	6%	\$ 166,500	\$ 500
2	6" Sidewalk	\$ 32,800	\$ 32,800		\$ -	\$ -	\$ 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	\$ 191,773	\$ 10,000	\$ -	\$ -	\$ 201,773	40%	\$ 303,500	\$ 10,089



Memo

TO: Mayor and Council members

FROM: Matt McQuillen, City Manager

DATE: June 11, 2026

RE: Approve Pay Request #6 - Elite Fire Sprinkler - City Hall Renovation
Phase 2 Project - \$4,885.89

SYNOPSIS:

Staff is recommending approval of pay request #6 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 Approved 5/14/26

Pay Request #6 \$ 4,885.89

Balance Remaining \$ 943.11

3% Retainage Held \$ 943.11

Total – Pay Request #6 \$ 4,885.89

Acct # 350-5750-6799

Attachments:

1. Clive City Hall P2 - Elite Fire Pay App 6

TO CONTRACTOR:

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

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

SUBCONTRACT FOR: BP#5 Fire Sprinkler

APPLICATION NO: 6

INVOICE NO: 25011-SC-006

PERIOD: 05/01/26 - 05/31/26

PROJECT NO: 25011

CONTRACT NO: SC-005 City Hall Phase 2

CONTRACT DATE: 08/28/2025

CERTIFICATE DATE: 06/03/2026

SUBMITTED DATE:

SUBCONTRACTOR'S APPLICATION FOR PAYMENT

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

1.	Original Contract Sum	\$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)	\$31,437.00
5.	Retainage:	
	a. 3.00% of completed work	\$709.11
	b. 3.00% of stored material	\$234.00
	Total retainage (Line 5a + 5b or total in column I of detail sheet)	\$943.11
6.	Total earned less retainage (Line 4 less Line 5 Total)	\$30,493.89
7.	Less previous certificates for payment (Line 6 from prior certificate)	\$25,608.00
8.	Current payment due:	\$4,885.89
9.	Balance to finish, including retainage (Line 3 less Line 6)	\$943.11

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner/Client:	\$5,037.00	\$0.00
Total approved this month:	\$0.00	\$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: _____

Contract #SC-005 City H... X

5/21/2026 at 1:02 PM CDT

Workflow:
Commitment Invoicing w/Secondary Review

PM Review

6/1/2026 at 10:51 PM CDT

Decision Type
First responder decides

Result
Responders agree

Responded

PM

Drew Johnson:
Secondary Review

Secondary Review

6/2/2026 at 9:52 AM CDT

Decision Type
First responder decides

Result
Responders agree

Responded

Designer

Thomas Thatcher: Approve

Approved

6/2/2026 at 9:52 AM CDT

Document SUMMARY SHEET, APPLICATION AND CERTIFICATE FOR PAYMENT, containing

Contractor's signed Certification is attached.

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

APPLICATION NUMBER: 6

APPLICATION DATE: 05/21/2026

PERIOD: 05/01/26 - 05/31/26

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	\$13,000.00	\$0.00	\$0.00	\$13,000.00	100.00%	\$0.00	\$390.00
TOTALS:			\$26,400.00	\$18,600.00	\$0.00	\$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	\$3,680.00	\$0.00	\$3,680.00	100.00%	\$0.00	\$110.40
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	\$1,357.00	\$0.00	\$1,357.00	100.00%	\$0.00	\$40.71
TOTALS:		\$5,037.00	\$0.00	\$5,037.00	\$0.00	\$5,037.00	100.00%	\$0.00	\$151.11

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	\$18,600.00	\$5,037.00	\$7,800.00	\$31,437.00	100.00%	\$0.00	\$943.11

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: 5/31/2026

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: \$ 4,885.89

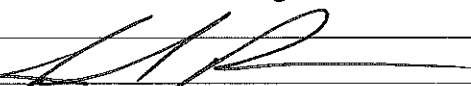
Check Payable To: Elite Fire Sprinkler Systems

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: 5/31/2026

AIA Type Document
Application and Certification for Payment

Page 1 of 2

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

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

APPLICATION NO: 6
PERIOD TO: 5/31/2026

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 \$ 5,037.00

3. CONTRACT SUM TO DATE (Line 1 + 2). \$ 31,437.00

4. TOTAL COMPLETED AND STORED TO DATE \$ 31,437.00

5. RETAINAGE:

a. 3.00 % of Completed Work \$ 943.11

b. 0.00 % of Stored Material \$ 0.00

Total retainage (Line 5a + 5b) \$ 943.11

6. TOTAL EARNED LESS RETAINAGE \$ 30,493.89
(Line 4 less Line 5 Total)

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT
(Line 6 from prior Certificate) \$ 25,608.00

8. CURRENT PAYMENT DUE \$ 4,885.89

9. BALANCE TO FINISH, INCLUDING RETAINAGE
(Line 3 less Line 6) \$ 943.11

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	5,037.00	0.00
Total approved this Month	0.00	0.00
TOTALS	5,037.00	0.00
NET CHANGES by Change Order	5,037.00	

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

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

By: 
Joshua Pearson / Area Manager

Date: 5/21/20

State of: IA

County of: Polk

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

Notary Public:

My Commission Expires :

ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED \$ _____

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

ARCHITECT:

By: _____ Date: _____

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

AIA Type Document
Application and Certification for Payment

Page 2 of 2

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

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

APPLICATION NO: 6
PERIOD TO: 5/31/2026

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	13,000.00	0.00	0.00	13,000.00	100.00	0.00	390.00
4	CO 2	-5,037.00	0.00	5,037.00	0.00	5,037.00	100.00	0.00	151.11
REPORT TOTALS		\$31,437.00	\$26,400.00	\$5,037.00	\$0.00	\$31,437.00	100.00	\$0.00	\$943.11



Memo

TO: Mayor and Council members

FROM: Matt McQuillen, City Manager

DATE: June 11, 2026

RE: Approve Pay Request #8 - Keystone Construction - City Hall
Renovation Phase 2 Project - \$9,459.12

SYNOPSIS:

Staff is recommending approval of pay request #8 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

Change Order #4 \$ (10,968.59) Approved by CM 6/4/26

Revised Contract Amount \$ 560,318.94

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 Approved 5/14/26

Pay Request #8 \$ 9,459.12

Balance Remaining \$ 16,809.59

3% Retainage Held \$ 16,809.59

Total – Pay Request #8 \$ 9,459.12

Acct # 350-5750-6799

Attachments:

1. Clive City Hall P2 - Keystone Pay App 8

TO CONTRACTOR:

PROJECT:

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

APPLICATION NO: 8

INVOICE NO: 25011-SC-008

PERIOD: 05/01/26 - 05/31/26

PROJECT NO: 25011

CONTRACT NO: SC-001 City Hall Phase 2

CONTRACT DATE: 08/28/2025

CERTIFICATE DATE: 06/03/2026

SUBMITTED DATE: 05/29/2026

FROM SUBCONTRACTOR:

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

SUBCONTRACT FOR: BP#1 General

SUBCONTRACTOR'S APPLICATION FOR PAYMENT

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

1.	Original Contract Sum		\$549,000.00
2.	Net change by change orders		\$11,318.94
3.	Contract Sum to date (Line 1 ± 2)		\$560,318.94
4.	Total completed and stored to date (Column G on detail sheet)		\$560,318.94
5.	Retainage:		
	a. 3.00% of completed work	\$15,924.89	
	b. 3.00% of stored material	\$884.70	
	Total retainage (Line 5a + 5b or total in column I of detail sheet)		\$16,809.59
6.	Total earned less retainage (Line 4 less Line 5 Total)		\$543,509.35
7.	Less previous certificates for payment (Line 6 from prior certificate)		\$534,050.23
8.	Current payment due:		\$9,459.12
9.	Balance to finish, including retainage (Line 3 less Line 6)		\$16,809.59

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner/Client:	\$22,596.41	\$(308.88)
Total approved this month:	\$3,032.69	\$(14,001.28)
Totals:	\$25,629.10	\$(14,310.16)
Net change by change orders:	\$11,318.94	

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

SUBCONTRACTOR: Keystone Construction Services LLC

By: _____

State of: _____

County of: _____

Subscribed and sworn to before
me this _____ day of _____

Notary Public: _____

My commission expires: _____

Contract #SC-001 City H... X

bill_recipient_ids

✓ Tanner Weatherman: Submit

✓ PM Review

6/1/2026 at 10:46 PM CDT

Decision Type

First responder decides ?

Result

Responders agree

Responded

✓ PM

> ✓ Drew Johnson:
Secondary Review

✓ Secondary Review

6/2/2026 at 9:53 AM CDT

Decision Type

First responder decides ?

Result

Responders agree

Responded

✓ Designer

> ✓ Thomas Thatcher: Approve

✓ Approved

6/2/2026 at 9:53 AM CDT

Document SUMMARY SHEET, APPLICATION AND CERTIFICATE FOR PAYMENT, containing

APPLICATION NUMBER: 8

Contractor's signed Certification is attached.

APPLICATION DATE: 05/27/2026

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

PERIOD: 05/01/26 - 05/31/26

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	\$100,402.00	\$0.00	\$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	\$7,670.00	\$0.00	\$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	\$13,477.00	\$0.00	\$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	\$12,979.00	\$0.00	\$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	\$50,820.00	\$0.00	\$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	\$1,121.00	\$0.00	\$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	\$97,000.00	\$0.00	\$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	\$15,105.00	\$0.00	\$0.00	\$15,105.00	100.00%	\$0.00	\$453.15
19	2-24100.000.Subcontract BP#1 - General Construction	Specialties	\$6,170.00	\$6,170.00	\$0.00	\$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	\$4,950.00	\$0.00	\$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	\$2,950.00	\$0.00	\$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	\$8,561.00	\$0.00	\$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	\$8,717.00	\$0.00	\$10,000.00	100.00%	\$0.00	\$300.00
26	2-24100.000.Subcontract BP#1 - General Construction	Abatement Allowance	\$5,000.00	\$0.00	\$5,000.00	\$0.00	\$5,000.00	100.00%	\$0.00	\$150.00
27	2-24100.000.Subcontract BP#1 - General Construction	Concrete Allowance	\$5,000.00	\$4,269.72	\$730.28	\$0.00	\$5,000.00	100.00%	\$0.00	\$150.01
TOTALS:			\$549,000.00	\$505,062.72	\$14,447.28	\$29,490.00	\$549,000.00	100.00%	\$0.00	\$16,470.03

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	\$928.72	\$0.00	\$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	\$6,272.99	\$0.00	\$6,272.99	100.00%	\$0.00	\$188.19
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	\$1,077.80	\$0.00	\$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
31	CCO #004 Keystone Change Order #004								
31.1	PCO #004 Keystone PCO #4								
31.1.1	2-24100.000.Subcontract BP#1 - General Construction RFI #28 Utility Room Drywall Replacement	\$717.18	\$0.00	\$717.18	\$0.00	\$717.18	100.00%	\$0.00	\$21.52
31.1.2	2-24100.000.Subcontract BP#1 - General Construction RFI #42 Ceiling Conflicts with Mechanical and Electrical	\$327.60	\$0.00	\$327.60	\$0.00	\$327.60	100.00%	\$0.00	\$9.83
31.1.3	2-24100.000.Subcontract BP#1 - General Construction Chambers Entry Interior Storefront Header Finishing	\$820.56	\$0.00	\$820.56	\$0.00	\$820.56	100.00%	\$0.00	\$24.62
31.1.4	2-24100.000.Subcontract BP#1 - General Construction Door Closer Supply/Install Door 105B	\$1,167.35	\$0.00	\$1,167.35	\$0.00	\$1,167.35	100.00%	\$0.00	\$35.02
31.1.5	2-24100.000.Subcontract BP#1 - General Construction Unused allowance refund	\$(14,001.28)	\$0.00	\$(14,001.28)	\$0.00	\$(14,001.28)	100.00%	\$0.00	\$(420.04)
TOTALS:		\$11,318.94	\$16,014.54	\$(4,695.60)	\$0.00	\$11,318.94	100.00%	\$0.00	\$339.56

Grand Totals

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	APPROVED WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
GRAND TOTALS:		\$560,318.94	\$521,077.26	\$9,751.68	\$29,490.00	\$560,318.94	100.00%	\$0.00	\$16,809.59



CONDITIONAL LIEN WAIVER AND RELEASE UPON PROGRESS PAYMENT

KNOW ALL MEN BY THESE PRESENTS:

Upon receiving progress payment in the sum of **\$9,751.68** 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 **May, 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: **May, 2026**

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

By: **Justin Menke**

Title: **President**

Signature: _____

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



Memo

TO: Mayor and Council members

FROM: Alyssa Welling, Administrative Assistant

DATE: June 11, 2026

RE: Approve Pay Request #8 - On Track Construction, LLC - Linnan Park Construction Project - \$36,181.00

SYNOPSIS:

Staff recommends approval of Pay Request #8 to On Track Construction, LLC for the work completed to date on the Linnan Park Construction Project.

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

Pay Request #8: **\$36,181.00**

Total Requested to Date: **\$1,123,255.15**

Remaining contract amount: **\$69,744.85**

Attachments:

1. On Track Pay Estimate #8 5.25.25

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

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

Project: Clive Linnan Park

APPLICATION NO: 8
APPLICATION DATE: 25-May-26

PERIOD TO: 25-May-26

Distribution to:
☐ OWNER
☐ ARCHITECT
☒ CONTRACTOR
☐
☐

FROM CONTRACTOR:

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

Contractor PO# 2521CL - 8

CONTRACT FOR:

JOB# 2521CL

CONTRACT DATE: 22-May-25

CONTRACTOR'S APPLICATION FOR PAYMENT

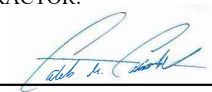
Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM	\$	1,193,000.00
2. Net change by Change Orders	\$	0.00
3. CONTRACT SUM TO DATE (Line 1 ± 2)	\$	1,193,000.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$	1,157,995.00
5. RETAINAGE:		
a. 3 % of Completed Work (Column D + E on G703)	\$	34,739.85
b. % of Stored Material (Column F on G703)	\$	
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$	34,739.85
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	\$	1,123,255.15
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	1,087,074.15
8. CURRENT PAYMENT DUE	\$	36,181.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)		69,744.85

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

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

CONTRACTOR:

By:  Date: 5/26/2026

ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED \$ _____

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

By: _____ Date: _____

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

Clive Linnan Park

JOB# 2521CL

APPLICATION DATE:

5/25/2026

APPLICATION #

8

B	C	D	E1	F4	G1	G2	H	I
Work Description	Scheduled Value	From Previous Application	This Period	Presently Stored Materials	Total Completed and Stored To Date	Percent Complete	Balance To Finish	Retainage
BASE CONTRACT								
Mobilization, Bonds & Insurance	\$ 100,000.00	\$95,000.00			\$95,000.00	95.00%	\$5,000.00	\$2,850.00
Clearing & Grubbing	\$ 35,000.00	\$35,000.00			\$35,000.00	100.00%	\$0.00	\$1,050.00
Removals- Pavement Removal	\$ 49,626.00	\$49,626.00			\$49,626.00	100.00%	\$0.00	\$1,488.78
Earthwork - Construction Entrance, 6" Depth	\$ 5,000.00	\$5,000.00			\$5,000.00	100.00%	\$0.00	\$150.00
Eartwork - Strip to Stockpile	\$ 29,142.00	\$29,142.00			\$29,142.00	100.00%	\$0.00	\$874.26
Earthwork - Excavation Cut to Fill	\$ 27,756.00	\$27,756.00			\$27,756.00	100.00%	\$0.00	\$832.68
Earthwork - Excavation Cut to Export	\$ 13,216.00	\$13,216.00			\$13,216.00	100.00%	\$0.00	\$396.48
Earthwork- Subgrade Prep- 5% Cement Stabilized	\$ 107,300.00	\$90,000.00	\$17,300.00		\$107,300.00	100.00%	\$0.00	\$3,219.00
Earthwork - Backfill & Respread	\$ 39,405.00	\$19,405.00	\$10,000.00		\$29,405.00	74.62%	\$10,000.00	\$882.15
Earthwork - Bio Rentention	\$ 49,005.00	\$19,000.00	\$10,000.00		\$29,000.00	59.18%	\$20,005.00	\$870.00
Removals - Utilities	\$ 46,850.00	\$46,850.00			\$46,850.00	100.00%	\$0.00	\$1,405.50
Utilites - Watermain	\$ 43,100.00	\$43,100.00			\$43,100.00	100.00%	\$0.00	\$1,293.00
Utilites - Sanitary Sewer	\$ 67,800.00	\$67,800.00			\$67,800.00	100.00%	\$0.00	\$2,034.00
Utilites - Storm Piping	\$ 141,200.00	\$141,200.00			\$141,200.00	100.00%	\$0.00	\$4,236.00
Utilites - Storm Structures	\$ 130,600.00	\$130,600.00			\$130,600.00	100.00%	\$0.00	\$3,918.00
Utilities - Subdrain Piping	\$ 105,500.00	\$105,500.00			\$105,500.00	100.00%	\$0.00	\$3,165.00
Utilites - Underground Detention System	\$ 195,000.00	\$195,000.00			\$195,000.00	100.00%	\$0.00	\$5,850.00
Traffic Control	\$ 7,500.00	\$7,500.00			\$7,500.00	100.00%	\$0.00	\$225.00
TOTAL	\$1,193,000.00	\$1,120,695.00	\$37,300.00	\$0.00	\$1,157,995.00	97.07%	\$35,005.00	\$34,739.85



Memo

TO: Mayor and Council members

FROM: Matt McQuillen, City Manager

DATE: June 11, 2026

RE: Approve Pay Request #9 - NAI Electrical - City Hall Renovation Phase 2 Project - \$2,350.99

SYNOPSIS:

Staff is recommending approval of pay request #9 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

Change Order #7 \$ 1,423.70 Approved By CM 5/27/26

Revised Contract Amount \$ 252,018.59

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 Approved 5/14/26

Pay Request #9 \$ 2,350.99

Balance Remaining \$ 7,560.56

3% Retainage Held \$ 7,560.56

Total – Pay Request #9 \$ 2,350.99

Acct # 350-5750-6799

Attachments:

1. Clive City Hall P2 - NAI Pay App 9

TO CONTRACTOR:

PROJECT:

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

APPLICATION NO: 9

INVOICE NO: 25011-SC-009

PERIOD: 05/01/26 - 05/31/26

PROJECT NO: 25011

CONTRACT NO: SC-004 City Hall Phase 2

CONTRACT DATE: 08/28/2025

CERTIFICATE DATE: 06/03/2026

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	\$35,858.59
3.	Contract Sum to date (Line 1 ± 2)	\$252,018.59
4.	Total completed and stored to date (Column G on detail sheet)	\$252,018.59
5.	Retainage:	
	a. 3.00% of completed work	\$7,560.56
	b. 0.00% of stored material	\$0.00
	Total retainage (Line 5a + 5b or total in column I of detail sheet)	\$7,560.56
6.	Total earned less retainage (Line 4 less Line 5 Total)	\$244,458.03
7.	Less previous certificates for payment (Line 6 from prior certificate)	\$242,107.04
8.	Current payment due:	\$2,350.99
9.	Balance to finish, including retainage (Line 3 less Line 6)	\$7,560.56

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner/Client:	\$34,434.89	\$0.00
Total approved this month:	\$1,423.70	\$0.00
Totals:	\$35,858.59	\$0.00
Net change by change orders:	\$35,858.59	

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: _____ Date: _____

State of:

County of:

Subscribed and sworn to before
me this _____ day of _____

Notary Public:

My commission expires: _____

Contract #SC-004 City H... X

5/27/2026 at 3:04 PM CDT

Workflow:
Commitment Invoicing w/Secondary Review

✓ **PM Review**
6/1/2026 at 10:48 PM CDT

Decision Type
First responder decides ?

Result
Responders agree

Responded

✓ PM
> ✓ Drew Johnson:
Secondary Review

✓ **Secondary Review**
6/2/2026 at 9:57 AM CDT

Decision Type
First responder decides ?

Result
Responders agree

Responded

✓ Designer
> ✓ Thomas Thatcher: Approve

✓ **Approved**
6/2/2026 at 9:57 AM CDT

Document SUMMARY SHEET, APPLICATION AND CERTIFICATE FOR PAYMENT, containing

Contractor's signed Certification is attached.

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

APPLICATION NUMBER: 9

APPLICATION DATE: 05/27/2026

PERIOD: 05/01/26 - 05/31/26

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	\$1,890.00	\$0.00	\$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	\$13,918.00	\$0.00	\$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	\$1,000.00	\$0.00	\$1,000.00	100.00%	\$0.00	\$30.00
TOTALS:			\$216,160.00	\$215,160.00	\$1,000.00	\$0.00	\$216,160.00	100.00%	\$0.00	\$6,484.80

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	\$13,755.00	\$0.00	\$0.00	\$13,755.00	100.00%	\$0.00	\$412.65
35	CCO #007 NAI CO#7								
35.1	PCO #007 PCO #7 NAI								
35.1.1	26-260000.000.Subcontract BP#4 Electrical Room 153 Data Jack Relocation	\$311.95	\$0.00	\$311.95	\$0.00	\$311.95	100.00%	\$0.00	\$9.36
35.1.2	26-260000.000.Subcontract BP#4 Electrical ITC 05 Exterior Signage Electrical	\$1,111.75	\$0.00	\$1,111.75	\$0.00	\$1,111.75	100.00%	\$0.00	\$33.35
TOTALS:		\$35,858.59	\$34,434.89	\$1,423.70	\$0.00	\$35,858.59	100.00%	\$0.00	\$1,075.76

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:		\$252,018.59	\$249,594.89	\$2,423.70	\$0.00	\$252,018.59	100.00%	\$0.00	\$7,560.56



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: 9

Distribution to:

PERIOD TO: 5/27/2026

OWNER ☐

CONTRACT FOR: City of Clive City Hall Phase

ARCHITECT ☐

CONTRACT DATE: 8/28/2025

CONTRACTOR ☐

PROJECT NOS: CITY HALL PH 2

FIELD ☐

INVOICE NO: 76955

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

\$ 35,858.59

3. CONTRACT SUM TO DATE (Line 1 ± 2)

\$ 252,018.59

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

\$ 252,018.59

5. RETAINAGE:

a. 3 % of Completed Work

(Columns D + E on G703)

\$ 7,560.56

b. 0 % of Stored Material

(Column F on G703)

\$ 0.00

Total Retainage (Lines 5a + 5b, or Total in Column I of G703)..... \$ 7,560.56

6. TOTAL EARNED LESS RETAINAGE

\$ 244,458.03

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT

\$ 242,107.04

8. CURRENT PAYMENT DUE

\$ 2,350.99

9. BALANCE TO FINISH, INCLUDING RETAINAGE

\$ 7,560.56

(Line 3 minus Line 6)

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$ 34,434.89	\$ 0.00
Total approved this month	\$ 1,423.70	\$ 0.00
TOTAL	\$ 35,858.59	\$ 0.00
NET CHANGES by Change Order	\$ 35,858.59	

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: *Paul Buckman*

Date: 5-27-2026

State of: IA

County of: Story

Subscribed and sworn to before me this 27th day of May 2026

Notary Public: Lydia M Sharar

My commission expires: 4/6/2029



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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A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK BILLED		F MATERIALS STORED THIS PERIOD	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H BALANCE TO FINISH (C-G)	I RETAINAGE
			FROM PREV. APPLICATION (D+E+F)	THIS PERIOD				
1	Bond, Permit	201.00	201.00	0.00	0.00	201.00	0.00	6.03
2M	Start-Up and Mobilization Materials	8,077.00	8,077.00	0.00	0.00	8,077.00	0.00	242.31
2L	Start-Up and Mobilization Labor	379.00	379.00	0.00	0.00	379.00	0.00	11.37
3M	Temporary Materials	300.00	300.00	0.00	0.00	300.00	0.00	9.00
3L	Temporary Labor	400.00	400.00	0.00	0.00	400.00	0.00	12.00
4M	Demo Materials	680.00	680.00	0.00	0.00	680.00	0.00	20.40
4L	Demo Labor	10,726.00	10,726.00	0.00	0.00	10,726.00	0.00	321.78
5M	Gear Materials	10,461.00	10,461.00	0.00	0.00	10,461.00	0.00	313.83
5L	Gear Labor	1,408.00	1,408.00	0.00	0.00	1,408.00	0.00	42.24
6M	Conduit Materials	13,492.00	13,492.00	0.00	0.00	13,492.00	0.00	404.76
6L	Conduit Labor	28,173.00	28,173.00	0.00	0.00	28,173.00	0.00	845.19
7M	Interior Lighting Material	9,258.00	9,258.00	0.00	0.00	9,258.00	0.00	277.74
7L	Interior Lighting Labor	9,606.00	9,606.00	0.00	0.00	9,606.00	0.00	288.18
8M	Devices Material	13,348.00	13,348.00	0.00	0.00	13,348.00	0.00	400.44
8L	Devices Labor	5,098.00	5,098.00	0.00	0.00	5,098.00	0.00	152.94
9M	Wire Material	20,575.00	20,575.00	0.00	0.00	20,575.00	0.00	617.25
9L	Wire Labor	9,889.00	9,889.00	0.00	0.00	9,889.00	0.00	296.67
10M	Fire Alarm Materials	7,884.00	7,884.00	0.00	0.00	7,884.00	0.00	236.52
10L	Fire Alarm Labor	4,062.00	4,062.00	0.00	0.00	4,062.00	0.00	121.86
11M	Structured Cabling Materials	9,041.00	9,041.00	0.00	0.00	9,041.00	0.00	271.23
11L	Structured Cabling Labor	12,047.00	12,047.00	0.00	0.00	12,047.00	0.00	361.41
12M	AVV Materials	18,701.00	18,701.00	0.00	0.00	18,701.00	0.00	561.03
12L	AVV Labor	1,890.00	1,890.00	0.00	0.00	1,890.00	0.00	56.70
13M	Video Management Material	5,434.00	5,434.00	0.00	0.00	5,434.00	0.00	163.02
13L	Video Management Labor	56.00	56.00	0.00	0.00	56.00	0.00	1.68
14M	Intrusion Detection Material	13,918.00	13,918.00	0.00	0.00	13,918.00	0.00	417.54
14L	Intrusion Detection Labor	56.00	56.00	0.00	0.00	56.00	0.00	1.68
15	Instrusion Detection Labor	1,000.00	1,000.00	0.00	0.00	1,000.00	0.00	30.00
14L	Instrusion Detection Labor	56.00	56.00	0.00	0.00	56.00	0.00	1.68
15	Close Out Documents - Min \$1000.00	9,110.00	9,110.00	0.00	0.00	9,110.00	0.00	273.30
22	CO #2	1,740.00	1,740.00	0.00	0.00	1,740.00	0.00	52.20
24	CO #4	3,187.92	3,187.92	0.00	0.00	3,187.92	0.00	95.64
Z1	CO # T/M	3,299.97	3,299.97	0.00	0.00	3,299.97	0.00	99.00
Z3	CO #3 T/M	3,342.00	3,342.00	0.00	0.00	3,342.00	0.00	100.26
Z5	CO #5	13,755.00	13,755.00	0.00	0.00	13,755.00	0.00	412.65
Z6	CO #6	1,111.75	1,111.75	0.00	0.00	1,111.75	0.00	33.35
Z7	CO #7	311.95	311.95	0.00	0.00	311.95	0.00	9.36
Z7D	CO #7 Data							
	Totals	252,018.59	249,594.89	2,423.70	0.00	252,018.59	0.00	7,560.56

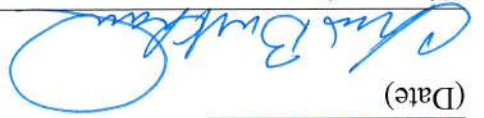
CONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT

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 TWO THOUSAND THREE HUNDRED FIFTY DOLLARS AND 99 CENTS (2,350.99) 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 5/27/2026 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.

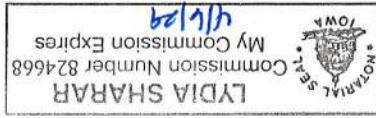
The undersigned warrants that he either has already paid or will use the monies he receives from this progress payment to promptly pay in full all of his laborers, subcontractors, materialmen and suppliers for all work, materials, equipment or services provided for or to the above referenced project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

5-27-2026
(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 May, 2026.

(Place Notary Seal Here)





Memo

TO: Mayor and Council members

FROM: Alyssa Welling, Administrative Assistant

DATE: June 11, 2026

RE: Approve Pay Request #11 - Country Landscapes - Greenbelt Landing Construction Project - \$245,100.79

SYNOPSIS:

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

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

Change Order: **\$28,542.59**

Total Change Orders to Date: **\$46,162.59**

Contract + Change Orders: **\$971,162.59**

Pay Request #11: **\$245,100.79**

Total Requested to Date: **\$678,773.13**

Remaining contract amount: **\$292,389.46**

Attachments:

1. Country Landscapes Pay App 11 - May R2

TO CONTRACTOR:

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

PROJECT:

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

APPLICATION NO: 11**INVOICE NO:** 23046-SC-011**PERIOD:** 05/01/26 - 05/31/26**PROJECT NO:** 23046**CONTRACT NO:** SC-006 Clive Greenbelt
Landing**CONTRACT DATE:** 09/12/2024**CERTIFICATE DATE:** 06/08/2026**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	\$46,162.59
3.	Contract Sum to date (Line 1 ± 2)	\$971,162.59
4.	Total completed and stored to date (Column G on detail sheet)	\$714,498.07
5.	Retainage:	
	a. 5.00% of completed work	\$30,142.53
	b. 5.00% of stored material	\$5,582.41
	Total retainage (Line 5a + 5b or total in column I of detail sheet)	\$35,724.94
6.	Total earned less retainage (Line 4 less Line 5 Total)	\$678,773.13
7.	Less previous certificates for payment (Line 6 from prior certificate)	\$433,672.34
8.	Current payment due:	\$245,100.79
9.	Balance to finish, including retainage (Line 3 less Line 6)	\$292,389.46

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner/Client:	\$17,620.00	\$0.00
Total approved this month:	\$28,542.59	\$0.00
Totals:	\$46,162.59	\$0.00
Net change by change orders:	\$46,162.59	

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:

Drew Johnson

Digitally signed by Drew
Johnson
DN: C=US,
E=drewj@dcigroup-us.com,
CN=Drew Johnson
Date: 2026.06.08
11:36:01-05'00'

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: 2026.06.08 09:57:36-05'00'

Document SUMMARY SHEET, APPLICATION AND CERTIFICATE FOR PAYMENT, containing

Contractor's signed Certification is attached.

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

APPLICATION NUMBER: 11

APPLICATION DATE: 05/27/2026

PERIOD: 05/01/26 - 05/31/26

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	\$59,233.69	\$0.00	\$60,104.20	78.16%	\$16,790.02	\$3,005.21
2	32-329000.000.Subcontract BP #32.1 - Landscaping	Sodding/Seeding	\$110,837.64	\$10,932.97	\$16,279.56	\$0.00	\$27,212.53	24.55%	\$83,625.11	\$1,360.62
3	32-329000.000.Subcontract BP #32.1 - Landscaping	Irrigation	\$67,775.00	\$44,446.85	\$6,777.50	\$0.00	\$51,224.35	75.58%	\$16,550.65	\$2,561.22
4	32-329000.000.Subcontract BP #32.1 - Landscaping	Aggregate Paving	\$150,159.52	\$15,912.31	\$30,924.11	\$97,548.22	\$144,384.64	96.15%	\$5,774.88	\$7,219.24
5	32-329000.000.Subcontract BP #32.1 - Landscaping	Landscaping Stone	\$169,359.98	\$143,662.61	\$3,073.50	\$14,100.00	\$160,836.11	94.97%	\$8,523.87	\$8,041.81
6	32-329000.000.Subcontract BP #32.1 - Landscaping	Stone Block Wall	\$208,101.24	\$86,305.50	\$17,745.12	\$0.00	\$104,050.62	50.00%	\$104,050.62	\$5,202.54
7	32-329000.000.Subcontract BP #32.1 - Landscaping	Accent Planting Soils	\$91,872.40	\$0.00	\$91,872.40	\$0.00	\$91,872.40	100.00%	\$0.00	\$4,593.62
8	32-329000.000.Subcontract BP #32.1 - Landscaping	Project Management	\$50,000.00	\$42,718.25	\$3,637.75	\$0.00	\$46,356.00	92.71%	\$3,644.00	\$2,317.82
TOTALS:			\$925,000.00	\$344,849.00	\$229,543.63	\$111,648.22	\$686,040.85	74.17%	\$238,959.15	\$34,302.08

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
11	CCO #003 Country Landscapes CO#3								
11.1	PCO #003 CO #3 Country Landscapes								
11.1.1	32-329000.000.Subcontract BP #32.1 - Landscaping	\$204.40	\$0.00	\$119.03	\$0.00	\$119.03	58.23%	\$85.37	\$5.95

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					
	Mulch @ Pool Entrance								
11.1.2	32-329000.000.Subcontract BP #32.1 - Landscaping Construction Bulletin #007 - Shrubs Behind Stage	\$481.21	\$0.00	\$481.21	\$0.00	\$481.21	100.00%	\$0.00	\$24.06
11.2	PCO #004 PCO #4 Country Landscapes								
11.2.1	32-329000.000.Subcontract BP #32.1 - Landscaping Bioretention Cells Engineered Soils Scope Gap	\$23,812.48	\$0.00	\$23,812.48	\$0.00	\$23,812.48	100.00%	\$0.00	\$1,190.62
11.2.2	32-329000.000.Subcontract BP #32.1 - Landscaping RFI #159 Retaining Wall Base Compaction	\$4,044.50	\$0.00	\$4,044.50	\$0.00	\$4,044.50	100.00%	\$0.00	\$202.23
TOTALS:		\$46,162.59	\$0.00	\$28,457.22	\$0.00	\$28,457.22	61.65%	\$17,705.37	\$1,422.86

Grand Totals

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	APPROVED WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
GRAND TOTALS:		\$971,162.59	\$344,849.00	\$258,000.85	\$111,648.22	\$714,498.07	73.57%	\$256,664.52	\$35,724.94



Memo

TO: Mayor and Council members

FROM: Alyssa Welling, Administrative Assistant

DATE: June 11, 2026

RE: Approve Pay Request #11 - Hansen Company - Linnan Park Construction Project - \$73,355.67

SYNOPSIS:

Staff recommends approval of Pay Request #11 to Hansen Company for the work completed to date on the Linnan Park Construction Project.

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

Pay Request #11: **\$73,355.67**

Total Requested to Date: **\$470,600.08**

Remaining contract amount: **\$246,970.92**

Attachments:

1. Hansen Pay App 11 0526



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: 24-936-0526
Date: 5/31/2026
Job #: 24-936
Project: Linnan Park
8500 Alice Ave. Clive, IA

Vendor: CICL

PAY APPLICATION #11
LESS 5% RETENTION

\$	77,216.50
\$	(3,860.83)

AMOUNT DUE	\$	<u>73,355.67</u>
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APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

PAGE ONE OF

ONE PAGES

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

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

APPLICATION NO: 11

Distribution to:

☒	OWNER
☐	ARCHITECT
☐	CONTRACTOR
☐	
☐	

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

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

PERIOD TO: 5/31/2026

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)	\$	495,368.51
5. RETAINAGE:		
a. 5 % of Completed Work (Column D + E on G703)	\$	24,768.43
b. 5 % of Stored Material (Column F on G703)	\$	0.00
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$	24,768.43
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	\$	470,600.08
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	397,244.41
8. CURRENT PAYMENT DUE	\$	73,355.67
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	246,970.92

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.

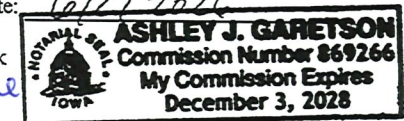
CONTRACTOR: Hansen Company, Inc.

By: [Signature]Date: 6/2/2026

State of: Iowa

Subscribed and sworn to before me this 2nd

County of: Polk

Notary Public: [Signature]day of JuneMy Commission expires: 12-3-28

ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED \$ _____

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

ARCHITECT:

By: _____

Date: _____

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

CONTINUATION SHEET

AIA DOCUMENT G703

PAGE 1 OF 1 PAGES

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing

Contractor's signed certification is attached.

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

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

APPLICATION NO: 11

APPLICATION DATE: 5/31/2026

PERIOD TO: 5/31/2026

ARCHITECT'S PROJECT NO:

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN	G		H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)		
1	Project Manager / Engineer	\$90,069.00	\$74,880.00	\$15,189.00		\$90,069.00	100.00%		\$4,503.45
2	Superintendent	\$186,899.00	\$113,230.00	\$31,210.00		\$144,440.00	77.28%	\$42,459.00	\$7,222.00
3	Project Coordinator	\$26,000.00	\$5,875.00	\$7,092.50		\$12,967.50	49.88%	\$13,032.50	\$648.38
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	\$14,853.48	\$1,550.00		\$16,403.48	73.89%	\$5,796.52	\$820.17
6	Project Management Software	\$3,600.00	\$1,791.00	\$300.00		\$2,091.00	58.08%	\$1,509.00	\$104.55
7	Safety Expenses	\$9,000.00	\$2,375.00	\$250.00		\$2,625.00	29.17%	\$6,375.00	\$131.25
8	Temp Phones / Internet / Toilets	\$7,200.00	\$3,705.02	\$160.00		\$3,865.02	53.68%	\$3,334.98	\$193.25
9	Office Trailer	\$18,000.00	\$11,175.00	\$1,995.00		\$13,170.00	73.17%	\$4,830.00	\$658.50
10	Tools & Equipment	\$54,000.00	\$34,020.09	\$750.00		\$34,770.09	64.39%	\$19,229.91	\$1,738.50
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	\$675.00		\$9,554.16	27.30%	\$25,445.84	\$477.71
13	General Labor / Cleaning	\$31,000.00	\$5,297.50	\$1,495.00		\$6,792.50	21.91%	\$24,207.50	\$339.63
14	Layout / Staking	\$35,000.00	\$14,250.00	\$3,200.00		\$17,450.00	49.86%	\$17,550.00	\$872.50
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	\$9,760.00	\$300.00		\$10,060.00	30.81%	\$22,590.00	\$503.00
18	General Liability Insurance	\$5,958.00	\$4,122.80	\$550.00		\$4,672.80	78.43%	\$1,285.20	\$233.64
19	Fee	\$121,766.00	\$84,676.82	\$12,500.00		\$97,176.82	79.81%	\$24,589.18	\$4,858.84
20									
21									
22									
23									
24									
25									
	PAGE 1 TOTALS	\$717,571.00	\$418,152.01	\$77,216.50	\$0.00	\$495,368.51	69.03%	\$222,202.49	\$24,768.43

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



Memo

TO: Mayor and Council members

FROM: Alyssa Welling, Administrative Assistant

DATE: June 11, 2026

RE: Approve Pay Request #17 - On Track Construction - Greenbelt Landing Construction Project - \$37,627.41

SYNOPSIS:

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

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

Total Change Orders to Date: **\$139,792.40**

Contract + Change Orders: **\$1,839,792.40**

Pay Request #17: **\$37,627.41**

Total Requested to Date: **\$1,725,917.82**

Remaining contract amount: **\$113,874.58**

Attachments:

1. On Track Pay App 17 - May

TO CONTRACTOR:

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

PROJECT:

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

APPLICATION NO: 17**INVOICE NO:** 23046-SC-017**PERIOD:** 05/01/26 - 05/31/26**PROJECT NO:** 23046**CONTRACT NO:** SC-004 Clive Greenbelt
Landing**CONTRACT DATE:** 09/12/2024**CERTIFICATE DATE:** 06/01/2026**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)	\$1,816,755.60
5.	Retainage:	
	a. 5.00% of completed work	\$89,699.28
	b. 5.00% of stored material	\$1,138.50
	Total retainage (Line 5a + 5b or total in column I of detail sheet)	\$90,837.78
6.	Total earned less retainage (Line 4 less Line 5 Total)	\$1,725,917.82
7.	Less previous certificates for payment (Line 6 from prior certificate)	\$1,688,290.41
8.	Current payment due:	\$37,627.41
9.	Balance to finish, including retainage (Line 3 less Line 6)	\$113,874.58

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner/Client:	\$139,792.40	\$0.00
Total approved this month:	\$0.00	\$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:

Drew Johnson

Digitally signed by Drew Johnson
DN: C=US,
E=drewj@dcigroup-us.com,
CN=Drew Johnson
Date: 2026.06.03
14:29:48-05'00'

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: 2026.06.03 08:49:36-05'00'

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: 17

APPLICATION DATE: 05/27/2026

PERIOD: 05/01/26 - 05/31/26

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	\$3,800.00	\$0.00	\$76,000.00	100.00%	\$0.00	\$3,800.00

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	\$4,400.00	\$0.00	\$88,000.00	100.00%	\$0.00	\$4,400.00
12	31-310000.000.Subcontract BP #31 - Earthwork - Demolition/Grading/Utilities/Erosion Control	Earthwork - Bioretention & Pond Shaping	\$55,000.00	\$53,900.00	\$1,100.00	\$0.00	\$55,000.00	100.00%	\$0.00	\$2,750.00
13	31-310000.000.Subcontract BP #31 - Earthwork - Demolition/Grading/Utilities/Erosion Control	Earthwork - 12" Prep for Paving	\$29,000.00	\$27,550.00	\$725.00	\$0.00	\$28,275.00	97.50%	\$725.00	\$1,413.75
14	31-310000.000.Subcontract BP #31 - Earthwork - Demolition/Grading/Utilities/Erosion Control	Earthwork - 6" Subbase for Paving	\$67,000.00	\$63,650.00	\$1,675.00	\$0.00	\$65,325.00	97.50%	\$1,675.00	\$3,266.25
15	31-310000.000.Subcontract BP #31 - Earthwork - Demolition/Grading/Utilities/Erosion Control	Earthwork - Erosion Stone & Rip Rap	\$168,000.00	\$164,634.40	\$1,682.80	\$0.00	\$166,317.20	99.00%	\$1,682.80	\$8,315.86
16	31-310000.000.Subcontract BP #31 - Earthwork - Demolition/Grading/Utilities/Erosion Control	Earthwork - Vegetated Geogrid w/ Soil	\$85,000.00	\$80,750.00	\$2,150.00	\$0.00	\$82,900.00	97.53%	\$2,100.00	\$4,145.00
17	31-310000.000.Subcontract BP #31 - Earthwork - Demolition/Grading/Utilities/Erosion Control	Earthwork - Stabilized Aggregate Paving Base	\$75,500.00	\$75,500.00	\$0.00	\$0.00	\$75,500.00	100.00%	\$0.00	\$3,775.00
18	31-310000.000.Subcontract BP #31 - Earthwork - Demolition/Grading/Utilities/Erosion Control	Earthwork - Topsoil Respread & Finish Grading	\$36,000.00	\$28,800.00	\$3,600.00	\$0.00	\$32,400.00	90.00%	\$3,600.00	\$1,620.00
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	\$11,175.00	\$0.00	\$74,500.00	100.00%	\$0.00	\$3,725.00
25	31-310000.000.Subcontract BP #31 - Earthwork - Demolition/Grading/Utilities/Erosion Control	Utilities - Traffic Control for 114th Utility Crossing	\$10,000.00	\$10,000.00	\$0.00	\$0.00	\$10,000.00	100.00%	\$0.00	\$500.00
26	31-310000.000.Subcontract BP #31 - Earthwork - Demolition/Grading/Utilities/Erosion Control	Utilities - Pavement Replacement for Utilities	\$20,000.00	\$20,000.00	\$0.00	\$0.00	\$20,000.00	100.00%	\$0.00	\$1,000.00
27	31-310000.000.Subcontract BP #31 - Earthwork - Demolition/Grading/Utilities/Erosion Control	Seeding & EC - Erosion Control/ Silt Fence	\$55,000.00	\$49,500.00	\$5,500.00	\$0.00	\$55,000.00	100.00%	\$0.00	\$2,750.00
28	31-310000.000.Subcontract BP #31 - Earthwork - Demolition/Grading/Utilities/Erosion Control	Seeding & EC - TRM Matting	\$15,000.00	\$3,000.00	\$0.00	\$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	\$29,700.00	\$3,300.00	\$0.00	\$33,000.00	100.00%	\$0.00	\$1,650.00
30	31-310000.000.Subcontract BP #31 - Earthwork - Demolition/Grading/Utilities/Erosion Control	Seeding & EC - Temp Seeding & Hydromulch	\$5,000.00	\$4,500.00	\$500.00	\$0.00	\$5,000.00	100.00%	\$0.00	\$250.00
TOTALS:			\$1,700,000.00	\$1,615,839.40	\$39,607.80	\$22,770.00	\$1,678,217.20	98.72%	\$21,782.80	\$83,910.86

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 Gate Risers	\$2,677.40	\$2,677.40	\$0.00	\$0.00	\$2,677.40	100.00%	\$0.00	\$133.87
35	CCO #005 On Track CO#5								
35.1	PCO #005 PCO#5 - On Track								
35.1.1	31-310000.000.Subcontract BP #31 - Earthwork - Demolition/Grading/Utilities/Erosion Control RFI #112 Over-excavation and add additional rip-rap/choker stone due to loose soils @ bottom of kayak launch	\$9,605.89	\$9,605.89	\$0.00	\$0.00	\$9,605.89	100.00%	\$0.00	\$480.29
35.1.2	31-310000.000.Subcontract BP #31 - Earthwork - Demolition/Grading/Utilities/Erosion Control CD104 Demolition of NE parking lot corner	\$14,454.05	\$14,454.05	\$0.00	\$0.00	\$14,454.05	100.00%	\$0.00	\$722.70
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	\$1,754,377.80	\$39,607.80	\$22,770.00	\$1,816,755.60	98.75%	\$23,036.80	\$90,837.78

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: 17
APPLICATION DATE: 31-May-26

PERIOD TO: 31-May-26

Distribution to:
☐ OWNER
☐ ARCHITECT
☒ CONTRACTOR
☐
☐

FROM CONTRACTOR:

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

Contractor PO# 2426CL

CONTRACT FOR: GRADING & UTILITIES

JOB# 2426CL

CONTRACT DATE: 12-Sep-24

CONTRACTOR'S APPLICATION FOR PAYMENT

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

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)	\$	1,816,755.60
5. RETAINAGE:		
a. 5 % of Completed Work (Column D + E on G703)	\$	90,837.78
b. % of Stored Material (Column F on G703)	\$	
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$	90,837.78
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	\$	1,725,917.82
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	1,688,290.41
8. CURRENT PAYMENT DUE	\$	37,627.41
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)		112,620.58

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: 5/22/2026**ENGINEER'S CERTIFICATE FOR PAYMENT**

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

AMOUNT CERTIFIED \$ _____

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

By: _____ Date: _____

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

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	\$3,800.00		\$76,000.00	100.00%	\$0.00	\$3,800.00
Earthwork - Export	\$ 88,000.00	\$83,600.00	\$4,400.00		\$88,000.00	100.00%	\$0.00	\$4,400.00
Earthwork - Bioretention & Pond Shaping	\$ 55,000.00	\$53,900.00	\$1,100.00		\$55,000.00	100.00%	\$0.00	\$2,750.00
Earthwork - Grade for Trails & Paving	\$ 67,000.00	\$63,650.00	\$1,675.00		\$65,325.00	97.50%	\$1,675.00	\$3,266.25
Earthwork - 12" Prep for Paving	\$ 29,000.00	\$27,550.00	\$725.00		\$28,275.00	97.50%	\$725.00	\$1,413.75
Earthwork - Erosion Stone & Rip Rap	\$ 168,000.00	\$164,634.40	\$1,682.80		\$166,317.20	99.00%	\$1,682.80	\$8,315.86
Earthwork - Vegetated Geogrid w/ Soil	\$ 85,000.00	\$80,750.00	\$2,150.00		\$82,900.00	97.53%	\$2,100.00	\$4,145.00
Earthwork - Aggregate Paving Base	\$ 75,500.00	\$75,500.00			\$75,500.00	100.00%	\$0.00	\$3,775.00
Earthwork - Topsoil Respread & Finish Grading	\$ 36,000.00	\$28,800.00	\$3,600.00		\$32,400.00	90.00%	\$3,600.00	\$1,620.00
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	\$11,175.00		\$74,500.00	100.00%	\$0.00	\$3,725.00
Utilities - Traffic Control for 114th Utility Crossing	\$ 10,000.00	\$10,000.00			\$10,000.00	100.00%	\$0.00	\$500.00
Utilities - Pavement Replacement for Utilities	\$ 20,000.00	\$20,000.00			\$20,000.00	100.00%	\$0.00	\$1,000.00
Seeding & EC - Erosion Control/ Silt Fence	\$ 55,000.00	\$49,500.00	\$5,500.00		\$55,000.00	100.00%	\$0.00	\$2,750.00
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	\$3,300.00		\$33,000.00	100.00%	\$0.00	\$1,650.00
Seeding & EC - Temp Seeding & Hydromulch	\$ 5,000.00	\$4,500.00	\$500.00		\$5,000.00	100.00%	\$0.00	\$250.00
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
CO #6 - Tracer Wire to Subdrain @ Bioswales	\$1,254.00							
TOTAL	\$ 1,839,792.40	\$1,777,147.80	\$39,607.80	\$0.00	\$1,816,755.60	98.75%	\$21,782.80	\$90,837.78

WAIVER AND RELEASE OF LIEN UPON PROGRESS PAYMENT

The undersigned lienor, in consideration of the sum of \$37,627.41,
hereby waives and releases its lien and right to claim a lien for labor, service, or materials
furnished through May 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 May 22nd, 2026

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

By: Tracy Rhoads

Sworn to and subscribed before me this 22nd day of May, 20 26.

By Tracy Rhoads.

Tracy L. Rhoads

Notary Public

Print name: Tracy L. Rhoads





Memo

TO: Mayor and Council members

FROM: Alyssa Welling, Administrative Assistant

DATE: June 11, 2026

RE: Approve Pay Request #19 - Air-Con Mechanical Corp. - Greenbelt Landing Construction Project - \$5,320.00

SYNOPSIS:

Staff recommends approval of Pay Request #19 to Air-Con Mechanical Corp. for the work completed to date on the Greenbelt Landing Project.

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

Total Change Orders to Date: **\$125,790.66**

Contract + Change Orders: **\$514,493.66**

Pay Request #19: **\$5,320.00**

Total Requested to Date: **\$488,768.94**

Remaining contract amount: **\$25,724.72**

Attachments:

1. AirCon Pay App 19 - May

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-SC-019**PERIOD:** 05/01/26 - 05/31/26**PROJECT NO:** 23046**CONTRACT NO:** SC-003 Clive Greenbelt
Landing**CONTRACT DATE:** 09/12/2024**CERTIFICATE DATE:** 06/01/2026**SUBMITTED DATE:** 05/26/2026**FROM SUBCONTRACTOR:**

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

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

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

1.	Original Contract Sum	\$388,703.00
2.	Net change by change orders	\$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)	\$514,493.66
5.	Retainage:	
	a. 5.00% of completed work	\$25,724.72
	b. 0.00% of stored material	\$0.00
	Total retainage (Line 5a + 5b or total in column I of detail sheet)	\$25,724.72
6.	Total earned less retainage (Line 4 less Line 5 Total)	\$488,768.94
7.	Less previous certificates for payment (Line 6 from prior certificate)	\$483,448.94
8.	Current payment due:	\$5,320.00
9.	Balance to finish, including retainage (Line 3 less Line 6)	\$25,724.72

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner/Client:	\$126,017.44	\$(226.78)
Total approved this month:	\$0.00	\$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: _____

Drew Johnson

Digitally signed by Drew
Johnson
DN: C=US,
E=drewj@dcigroup-us.com,
CN=Drew Johnson
Date: 2026.06.03
14:30:47-05'00'

Bruce Morrow

Digitally signed by Bruce Morrow
DN:
E=Bruce.Morrow@smithgroup.com,
CN=Bruce Morrow, OU=Users,
OU=MO, DC=smithgroup, DC=com
Reason: I am approving this
document
Date: 2026.06.03 07:53:09-05'00'

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: 05/27/2026

PERIOD: 05/01/26 - 05/31/26

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	\$5,600.00	\$0.00	\$112,000.00	100.00%	\$0.00	\$5,600.00
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	\$5,600.00	\$0.00	\$388,703.00	100.00%	\$0.00	\$19,435.18

Change Orders

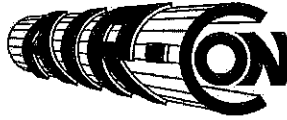
A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	APPROVED WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	%(G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
13	CCO #001 Air-Con CO#1								

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	\$1,226.30	\$0.00	\$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	\$591.93	\$0.00	\$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	\$218.24	\$0.00	\$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	\$1,273.24	\$0.00	\$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	\$15,666.86	\$0.00	\$0.00	\$15,666.86	100.00%	\$0.00	\$783.34
TOTALS:		\$125,790.66	\$125,790.66	\$0.00	\$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	\$508,893.66	\$5,600.00	\$0.00	\$514,493.66	100.00%	\$0.00	\$25,724.72



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

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

(☒) **CONDITIONAL** Release: This waiver and release is contingent upon receipt of payment and final bank clearance of said remittance in the amount of \$5,320.00 (Draw #19) . The remittance identified as payment and endorsed by the undersigned marked "Paid" or otherwise canceled by the bank against which said remittance was drawn, shall constitute conclusive proof that said invoice or pay request was paid and that payment thereof was received by the Undersigned, and thereupon this waiver and release shall become effective automatically without the requirement of any further act, acknowledgment or receipt on the part of the Undersigned.

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



Joe Davis

VP

Signature

Print Name

Title

May 26, 2026

Date



Memo

TO: Mayor and Council members

FROM: Alyssa Welling, Administrative Assistant

DATE: June 11, 2026

RE: Approve Pay Request #20 - Keystone Construction - Greenbelt Landing Construction Project - \$64,155.51

SYNOPSIS:

Staff recommends approval of Pay Request #20 to Keystone Construction for the work completed to date on the Greenbelt Landing Project.

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

Change Order: **\$30,356.51**

Total Change Orders to Date: **\$239,651.62**

Contract + Change Orders: **\$2,757,651.62**

Pay Request #20: **\$64,155.51**

Total Requested to Date: **\$2,587,426.59**

Remaining contract amount: **\$170,225.03**

Attachments:

1. Keystone Pay App 20 - May

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: 20**INVOICE NO:** 23046-SC-020**PERIOD:** 05/01/26 - 05/31/26**PROJECT NO:** 23046**CONTRACT NO:** SC-002 Clive Greenbelt
Landing**CONTRACT DATE:** 09/26/2024**CERTIFICATE DATE:** 06/01/2026**SUBMITTED DATE:** 05/28/2026**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	\$239,651.62
3.	Contract Sum to date (Line 1 ± 2)	\$2,757,651.62
4.	Total completed and stored to date (Column G on detail sheet)	\$2,723,606.97
5.	Retainage:	
	a. 5.00% of completed work	\$120,769.34
	b. 5.00% of stored material	\$15,411.04
	Total retainage (Line 5a + 5b or total in column I of detail sheet)	\$136,180.38
6.	Total earned less retainage (Line 4 less Line 5 Total)	\$2,587,426.59
7.	Less previous certificates for payment (Line 6 from prior certificate)	\$2,523,271.08
8.	Current payment due:	\$64,155.51
9.	Balance to finish, including retainage (Line 3 less Line 6)	\$170,225.03

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner/Client:	\$213,837.83	\$(4,542.72)
Total approved this month:	\$30,356.51	\$0.00
Totals:	\$244,194.34	\$(4,542.72)
Net change by change orders:	\$239,651.62	

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:

Drew Johnson

Digitally signed by Drew
Johnson
DN: C=US,
E=drewj@dcigroup-us.com,
CN=Drew Johnson
Date: 2026.06.03
14:30:17-05'00'

Bruce Morrow

Digitally signed by Bruce Morrow
DN:
E=Bruce.Morrow@smithgroup.com,
CN=Bruce Morrow, OU=Users,
OU=MO, DC=smithgroup, DC=com
Reason: I am approving this
document
Date: 2026.06.03 07:57:56-05'00'

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: 20

APPLICATION DATE: 05/27/2026

PERIOD: 05/01/26 - 05/31/26

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	\$19,401.53	\$0.00	\$335,919.83	100.00%	\$0.00	\$16,796.00
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	\$17,579.00	\$0.00	\$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	\$40,500.00	\$0.00	\$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	\$2,166,433.09	\$19,401.53	\$308,120.73	\$2,493,955.35	99.05%	\$24,044.65	\$124,697.82

Change Orders

[illegible]

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	APPROVED WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
37.1	PCO #003 PCO #3 - CE 4, CE8, CE15								
37.1.1	6-60500.000.Subcontract BP# 6 General	\$13,937.20	\$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	\$15,000.00	\$0.00	\$15,000.00	60.00%	\$10,000.00	\$750.00
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	\$1,419.60	\$0.00	\$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)	\$(4,542.72)	\$0.00	\$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	\$148.72	\$0.00	\$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	\$1,370.46	\$0.00	\$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	\$1,425.36	\$0.00	\$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	\$362.65	\$0.00	\$0.00	\$362.65	100.00%	\$0.00	\$18.13
45	CCO #011 Keystone Change Order #011								
45.1	PCO #011 Keystone PCO #11								
45.1.1	6-60500.000.Subcontract BP# 6 General RFI #100 Boardwalk Piers Depth	\$27,687.66	\$0.00	\$27,687.66	\$0.00	\$27,687.66	100.00%	\$0.00	\$1,384.38
45.1.2	6-60500.000.Subcontract BP# 6 General Building Address Signage	\$2,668.85	\$0.00	\$2,668.85	\$0.00	\$2,668.85	100.00%	\$0.00	\$133.44
TOTALS:		\$239,651.62	\$181,421.04	\$48,130.58	\$100.00	\$229,651.62	95.83%	\$10,000.00	\$11,482.56

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:		\$2,757,651.62	\$2,347,854.13	\$67,532.11	\$308,220.73	\$2,723,606.97	98.77%	\$34,044.65	\$136,180.38



CONDITIONAL LIEN WAIVER AND RELEASE UPON PROGRESS PAYMENT

KNOW ALL MEN BY THESE PRESENTS:

Upon receiving progress payment in the sum of **\$67,532.11** 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 **May 31, 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: **May 31, 2026**

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

By: **Justin Menke**

Title: **President**

Signature: _____

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



Memo

TO: Mayor and Council members

FROM: Jonathan Cygan, Civil Engineer

DATE: June 11, 2026

RE: Resolution Approving Proposal for Installation of Streetlights on Alice's Road Reconstruction Project - Phase 1B - MidAmerican Energy Company - \$98,712.96

SYNOPSIS:

Construction is currently in progress on the Alice's Road Reconstruction Project – Phase 1B. This project includes the widening of Alice's Road from the Dellwood Drive to south of Douglas Parkway. Upon completion of the reconstruction streetlights will be installed.

Staff has received a proposal from MidAmerican Energy Company to install new streetlights once the construction is completed. The proposal includes provided and installing 4 single mast poles and 8 twin mast poles to provide the necessary lighting for the reconstructed street. The cost for the installation is \$98,712.96. The work on Alice's Road Phase 1B is a joint project between Clive and Waukee and the costs of the streetlights will be split 50/50 with Waukee.

MidAmerican Energy Company provided a quote for the work. Staff recommends approval of the quote from MidAmerican Energy Company in the amount of \$98,712.96 to provide and install the streetlights on Alice's Road Reconstruction Project – Phase 1B.

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

Attachments:

1. Resolution - Street Lighting
2. Street Lighting Letter
3. Design Map

RESOLUTION NO. _____

RESOLUTION APPROVING AGREEMENT WITH
MIDAMERICAN ENERGY COMPANY FOR
STREETLIGHTS ON ALICE'S ROAD
RECONSTRUCTION PROJECT – PHASE 1B

WHEREAS, the City of Clive (the “City”) desires to enter into an agreement with MidAmerican Energy regarding the installation of streetlights in the City right-of-way on Alice’s Road between the south corporate limit and south of Dellwood Drive.

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

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

PASSED AND APPROVED THIS _____ day of _____, 2026.

By: _____
John Edwards, Mayor

ATTEST:

By: _____
Matthew D. Graham, City Clerk

6/1/2026

City of Clive
Attention: Jonathan Cygan
jcygan@cityofclive.com

Dear City of Clive:

Enclosed is our streetlight proposal for Alice's Rd Phase 1B in Clive, IA. **MX: 6412688**

This proposal includes the installation of streetlights on:

Alice's Rd

We Propose To:

Install:	8	250W	LED streetlights on four (4) galvanized, twin mast poles with 8' arms
Install:	4	250W	LED streetlights on galvanized, single mast poles with 8' arms

The cost for MidAmerican Energy Company to install these streetlights is **\$98,712.96**. We will invoice the City upon completion of the project.

These lights will be installed on steel poles and served by underground conductors, but will be billed to the city at the wood pole, overhead rate.

MidAmerican Energy Company's street light proposal is based on the approved street light analysis provided by the City. MidAmerican Energy Company will install the lights based on the staked locations provided in the field by the customer.

Pursuant to MidAmerican's tariff, the Applicant is required to pay actual permit fees. Permit fees may not be offset by Revenue Credit and are to be paid regardless of whether the applicant is required to pay a Refundable Advance or a Nonrefundable Contribution. If a permit is required for design approval and the local government agency requests a modification of the proposed design, any additional cost incurred will be paid by the applicant and conversely if the modification results in a lower cost a refund will be issued.

If this proposal is satisfactory, please sign and return one (1) copy to me. MidAmerican Energy Company will release the work for scheduling upon receipt of the signed proposal, and site readiness. This proposal is valid for 90 days and if MidAmerican Energy Company construction has not commenced within 12 months it may be voided.

Sincerely,
MidAmerican Energy Company

Scott Young

Scott Young
Customer Project Coordinator

Enclosure: design map

Accepted By: _____

Date: _____ Date Service Required: _____



EGOV - Alice's Rd Phase 1B STLT - Clive, IA

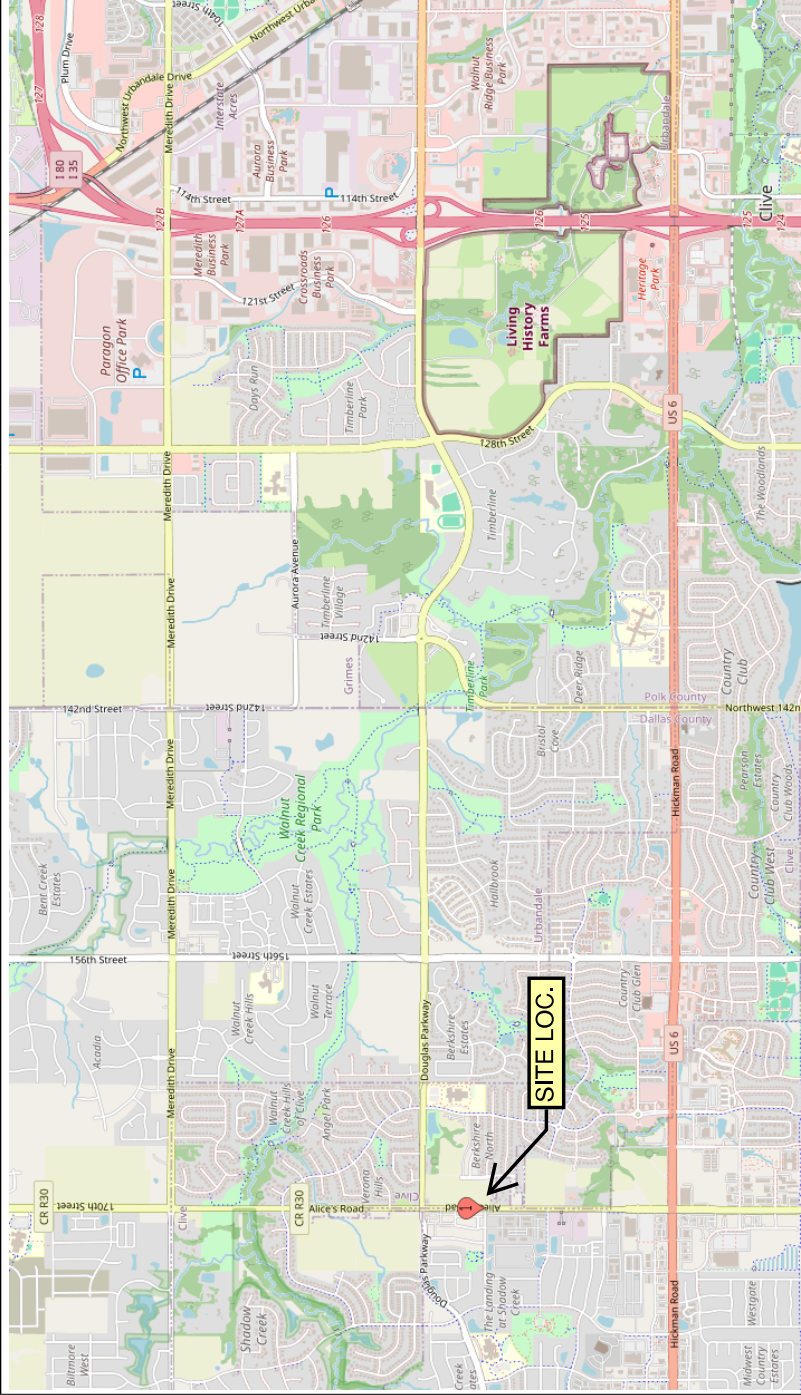
5/1/2026



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GRAPHIC	DESCRIPTION
	EXISTING OVERHEAD 1-PHASE CONDUCTOR
	EXISTING OVERHEAD 2-PHASE CONDUCTOR
	EXISTING OVERHEAD 3-PHASE CONDUCTOR
	EXISTING OVERHEAD FEEDER
	EXISTING UNDERGROUND 1-PHASE CABLE
	EXISTING UNDERGROUND 2-PHASE CABLE
	EXISTING UNDERGROUND 3-PHASE CABLE
	EXISTING UNDERGROUND FEEDER
	EXISTING OVERHEAD SECONDARY CONDUCTOR
	EXISTING UNDERGROUND SECONDARY CABLE
	EXISTING UNDERGROUND STREETLIGHT CABLE
	EXISTING CUSTOMER OWNED SECONDARY
	EXISTING OVERHEAD TRANSFORMER
	EXISTING OVERHEAD TRANSFORMER BANK
	EXISTING OVERHEAD FUSE
	EXISTING OVERHEAD SWITCH
	EXISTING OVERHEAD CAPACITOR BANK
	EXISTING VOLTAGE REGULATOR
	EXISTING RECLOSER
	EXISTING OVERHEAD FAULT INDICATOR
	EXISTING 1-PHASE PADMOUNT TRANSFORMER
	EXISTING 3-PHASE PADMOUNT TRANSFORMER
	EXISTING 4-BAY SWITCHGEAR
	EXISTING 6-BAY SWITCHGEAR
	EXISTING FUSED ENCLOSURE
	EXISTING PRIMARY ENCLOSURE
	EXISTING PAD MOUNT CAPACITOR BANK
	EXISTING SECONDARY PEDESTAL
	EXISTING SECONDARY HANDHOLE
	EXISTING MEC TRANSMISSION POLE
	EXISTING MEC DISTRIBUTION POLE
	CUSTOMER OWNED POLE
	EXISTING DOWN-GUY
	EXISTING SECURITY LIGHT
	EXISTING FLOOD LIGHT
	EXISTING PRIMARY RISER
	EXISTING PRIMARY SPLICE
	EASEMENT
	CUSTOMER INSTALLED DUCT
	INSTALLATIONS ARE DISPLAYED IN RED
	REMOVALS ARE DISPLAYED IN GREEN

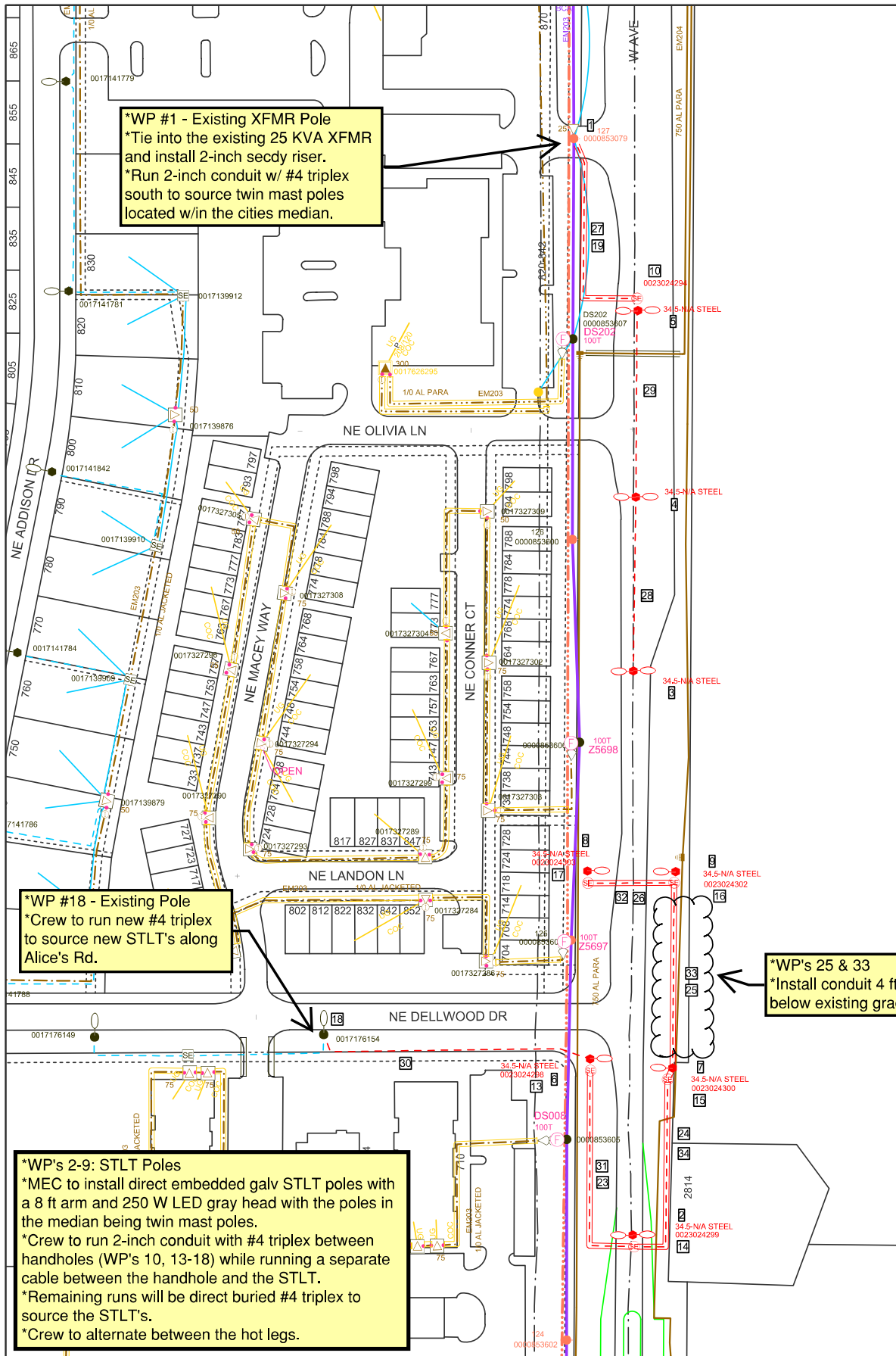
Crew HQ: DMDON
Job Desc: EGOV - Alice's Rd Phase 1B STLT - Clive

Cust: Jonathan Oyan
Addr: Alice's Rd (Belwood to Doodas)
City: CLIVE

MX-ID: 6412688-1
Date: 5/1/2026
Scale: 1 IN = X FT
Designer: SZLAPKA, MARIO

593446
1543850

NOTE: This drawing, which includes all data, is the property of MidAmerican Energy Company. It is to be used for the project and location specified herein only. It is not to be used for any other project or location without the written consent of MidAmerican Energy Company. Further, MidAmerican Energy Company disclaims all liability and responsibility for all claims and damages, including but not limited to, personal injury, death and property damage, resulting from any authorized or unauthorized use of, or reliance upon, this drawing for any purpose.



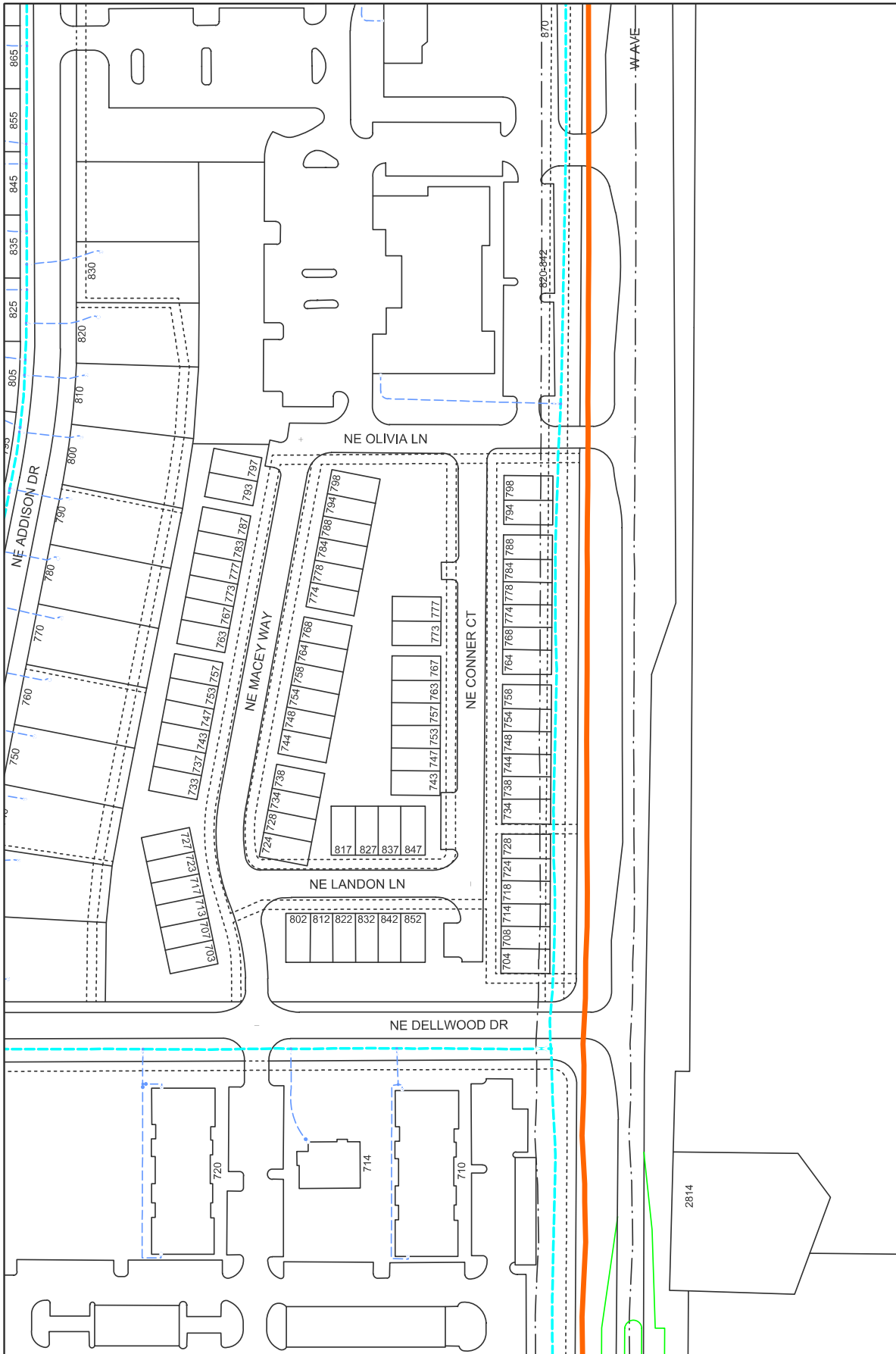
Cust: Jonathan Cygan
 Addr: Alice's Rd (Dellwood to Dougl
 City: CLIVE

X = 1543850 Y = 593446



WMS_REV/6412688-1
 Date: 5/1/2026
 Scale: 1 in = 100 ft
 Designer: MARIO A SZLAPKA

DISCLAIMER OF LIABILITY
 NOTE: This drawing reflects facilities in place at the time of its preparation and is subject to change at any time. For current facility information, please contact MidAmerican Energy Company. Further, MidAmerican Energy Company disclaims all liability and responsibility for all claims and damages including but not limited to, personal injury, death and property damage, resulting from any authorized or unauthorized use of, or reliance upon, this drawing for any purpose.



Cust: Jonathan Cygan
 Addr: Alice's Rd (Dellwood to Dougla
 City: CLIVE

X = 1543850 Y = 593446



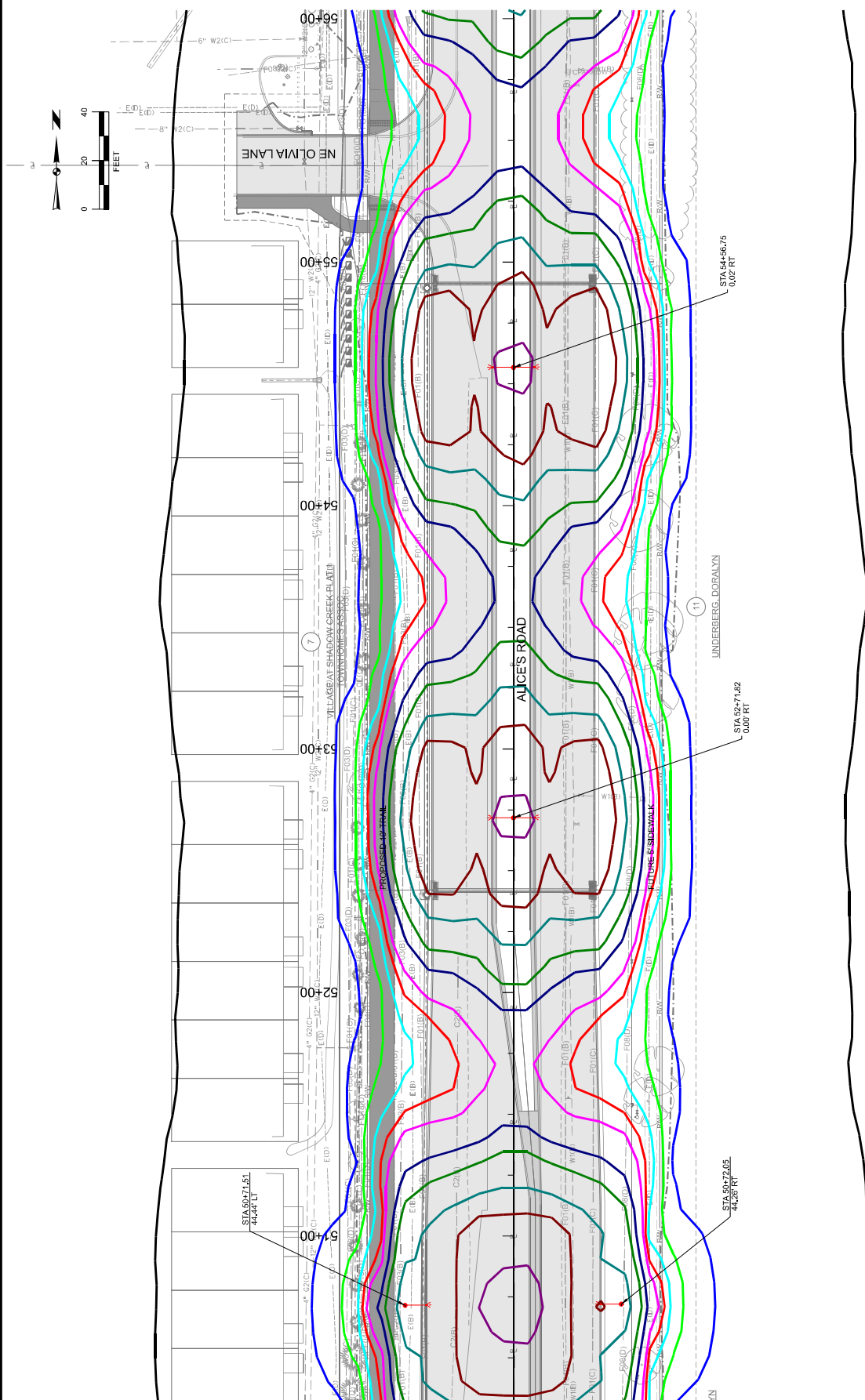
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 Date: 5/1/2026
 Scale: 1 in = 100 ft
 Designer: MARIO A SZLAPKA

Job Desc: EGOV - Alice's Rd Phase 1B STLT - Clive

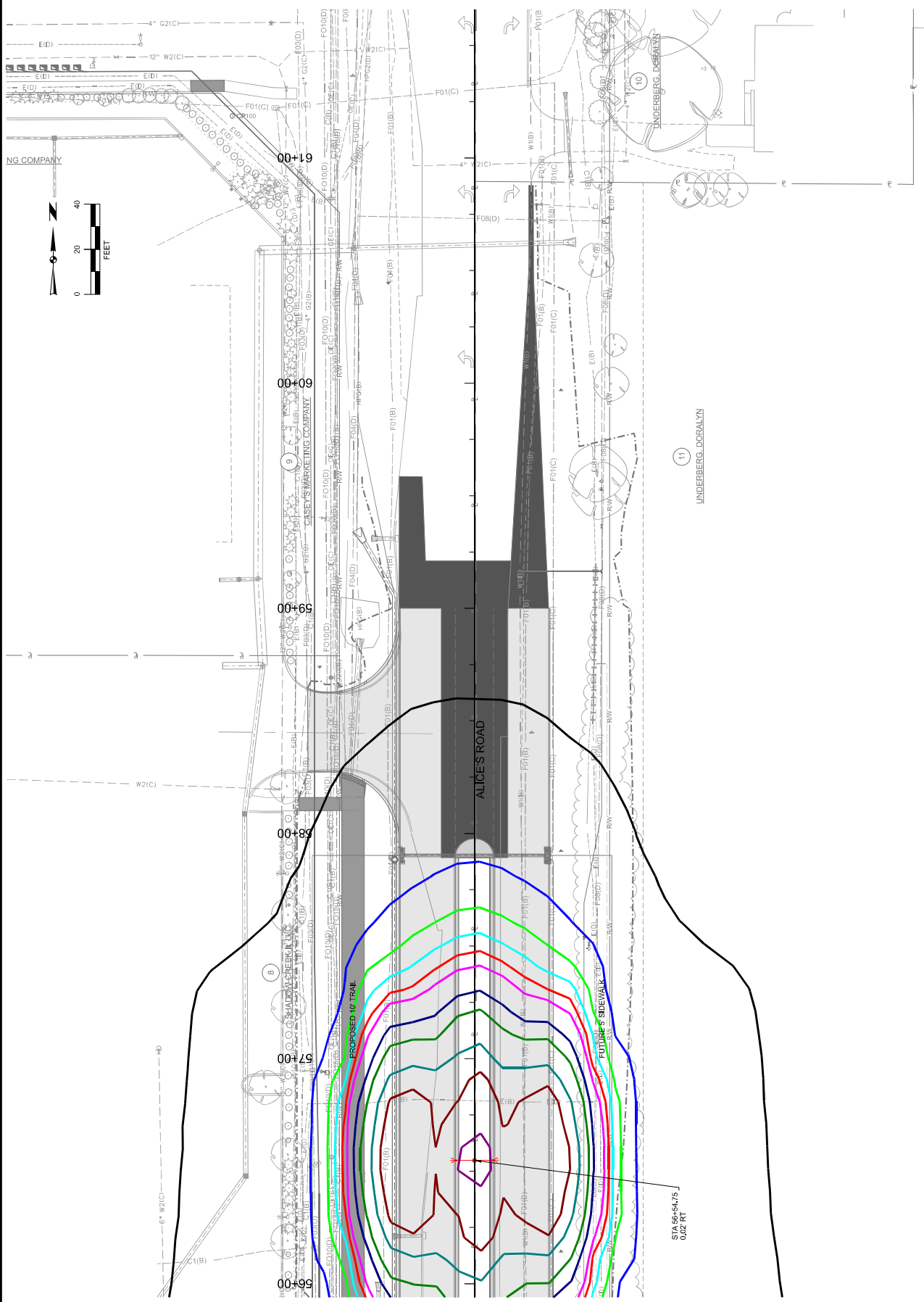
DISCLAIMER OF LIABILITY

NOTE: This drawing reflects facilities in place at the time of its preparation and is subject to change at any time. For current facility information, please contact MidAmerican Energy Company. Further, MidAmerican Energy Company disclaims all liability and responsibility for all claims and damages including but not limited to, personal injury, death and property damage, resulting from any authorized or unauthorized use of, or reliance upon, this drawing for any purpose.

GAS MAP



Mark	Revision		Checked By: WAG	Date: 12/5/2025	Technology: MRK	Project No: 1231396	Sheet N.4
	DATE	BY					





Memo

TO: Mayor and Council members

FROM: Matt McQuillen, City Manager

DATE: June 11, 2026

RE: Resolution Approving Contract - Lyle Sumek Associates, Inc - 2026 Strategic Planning Consultant Services - \$32,000

SYNOPSIS:

Annually, the City has worked with Lyle Sumek to facilitate an annual update to the City's Strategic Plan through interviews, workshops and document development. Included in the packet is a not-to-exceed contract of \$32,000 for the 2026 Plan update services. This is a decrease of \$2,000 from the 2025 services contract.

Staff continues to enjoy working with Lyle and his team on this process, and highly encourage the City Council to continue with the annual updating process that has taken place since the initial plan was created with Lyle in 2012. The resources to fund Lyle's services have been previously budgeted, and the City Manager would recommend your approval of the 2026 contract.

Attachments:

1. Res Approving 2026 SP Contract w Sumek
2. Clive-Sumek 260802 Contract 6-11-26

RESOLUTION NO. _____

RESOLUTION APPROVING CONTRACT WITH LYLE SUMEK ASSOCIATES, INC. FOR
2026 STRATEGIC PLANNING CONSULTANT SERVICES

WHEREAS, the City updates the Clive Strategic Plan on an annual basis; and

WHEREAS, the City worked with Lyle Sumek to develop the initial strategic plan
in 2012; and

WHEREAS, the City desires to continue working with Lyle Sumek on an annual
basis to update said Strategic Plan; and

NOW, THEREFORE, be it resolved by the City Council of Clive that the city of Clive,
Iowa authorizes a contract with Lyle Sumek Associations, Inc. for consultant services for
strategic planning and authorizes the Mayor to sign said contract.

PASSED AND APPROVED this 11th day of June, 2026.

CITY OF CLIVE, IOWA

By: _____
John Edwards, Mayor

ATTEST:

By: _____
Matthew Graham, City Clerk

CITY OF CLIVE AGREEMENT

Contract Number 260802

THIS AGREEMENT is made the 11th of June, between Lyle Sumek Associates, Inc. (herein called “Contractor”) and the City of Clive hereinafter called “City”), a municipal corporation organized and existing under the laws for the State of Iowa.

WHEREAS, the City desires consultant services for Strategic Plan Update, and Governance for the City, and

WHEREAS, the City and Contractor desire to enter into an Agreement wherein the Contractor shall provide such services as set forth herein below:

NOW, THEREFORE, for and in consideration of the mutual promises, undertaking and covenants set forth herein, the receipt and sufficiency of which are acknowledged and affirmed by the City and the Contractor, the parties, hereto agree as follows:

1. **Services:** The Contractor shall provide consultation services in the creation of a Strategic Plan Update for the City under the direction of the City Manager: The Contractor shall also provide individual interviews with City Council and City Manager prior to the Strategic Planning Session. If any of the individual interviews are missed, the additional time will be billed at the rate of \$275/hour.
2. **Deliverables:** The deliverables resulting from execution of this agreement shall be provided in editable formats such as Microsoft Word or other formats as acceptable per City concurrence.
3. **Consultation Fee:** The Services will be performed and Deliverables provided at a not to exceed \$32,000 including labor. The City may expand the scope and request additional services at a fee of \$275.00 per hour.
4. **Reimbursable Expenses:** In addition to the consultant fees the City will be responsible for all travel expenses. .
5. **Invoice:** The Contractor shall send invoices to the City. The invoice should reference Contract Number 260802. Approved invoices shall be paid within 30 days upon receipt of invoice.
6. **General Terms and Conditions:**
 - a. The Contractor is performing consulting services for the City as an Independent Contractor.
 - b. The Contract is scheduled to provide the services in the months of June through August 2026.

- c. Contract shall comply with the most current Federal and State of Iowa Laws and Regulations, including but not limited to. Fair Labor Standards Act and Occupational Safety and Health Administration guidelines.
- d. The City may terminate this contract in whole or in part at any time for the convenience of the City. If the contract is terminated for the convenience of the City, the City will pay the Contractor for costs incurred to that date of termination.
- e. Should any part of this-Agreement be rendered void, invalid or unenforceable by a court of law, such a determination shall not render void, invalid or unenforceable any other part of the Agreement.
- f. This Agreement has been made and entered into in the State of Iowa, and the laws of Iowa shall govern the validity and interpretation of this Agreement in the performance due hereunder.
- g. The parties hereto intend that no employer/employee, or principal/agent relationship will be created by the Agreement. Nothing contained herein creates any relationship between the City and Contractor other than that which is expressly stated herein. The City is interested only in the results to be achieved under this Agreement. The conduct and control of the Contractor's agents and employee and methods utilized in fulfilling its obligations hereunder shall lay solely and exclusively with the Contractor. The Contractor's agents and employees shall not be considered employees of the City for any purpose. No person employed by the Contractor shall have any benefits, status, or right of employment with the City.

The parties hereto affixed their signatures hereto the date first written hereinabove.

IN WITNESS WHEREOF, the parties hereto affixed their signatures hereto the date first written hereinabove.

LYLE J. SUMEK

CITY OF CLIVE

Date: June 8, 2026

Date: June 11, 2026

By: _____

By: _____

Printed Name: Lyle J. Sumek

Printed Name: John Edwards

Position: President/Owner

Position: Mayor

Witnesses _____

Witnesses _____

Printed Name: Julie Sumek

Printed Name: Matthew Graham, City Clerk



Memo

TO: Mayor and Council members

FROM: Ryan Mayer, Construction Services Administrator

DATE: June 11, 2026

RE: Resolution Accepting First Amendment to Storm Sewer and Water Main Easement - Lot 30 Shadow Creek Plat 5

SYNOPSIS:

The owner of Lot 30, Shadow Creek Plat 5 has requested an amendment to an existing storm sewer and water main easement for installation of a fence within the easement area. The proposed project has been reviewed by City staff who have determined that the installation will not affect the City's ability to maintain the infrastructure within the easement.

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

Attachments:

1. First Amendment signed - 3892 NW 177th Ct
2. 3892 NW 177th Ct- 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 STORM SEWER AND
WATER MAIN EASEMENT**

This First Amendment to Storm Sewer and Water Main Easement (hereinafter called "Amendment") is entered into by and between Scott Schulz and Ami Schulz (hereinafter called "Property Owners") and the CITY OF CLIVE, IOWA, a municipal corporation (hereinafter called "City").

WHEREAS, Property Owner owns that property known as 3892 NW 177th Ct and legally described as Lot 30 of Shadow Creek Plat 5, 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 Storm Sewer Easement was previously entered on August 30, 2021 and recorded in Book 2021 Page 25459 of the Dallas County Recorder (hereinafter called "Easement"), which prohibited the erection of any structure within the easement area; and

WHEREAS, a Declaration of Water Main Easement was previously entered on August 30, 2021 and recorded in Book 2021 Page 25453 of the Dallas County Recorder (hereinafter called "Easement"), which prohibited the erection of any structure within the easement area; and

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

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

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

- (a) Project is installed and maintained so that it does not impede and use and enjoyment of the land within the Easement.
- (b) Project is installed and maintained so that it does not impede the flow of surface water within the Easement.
- (c) Project is installed and maintained so that the lowest horizontal member of the fence shall be a minimum of 4" above grade or shall be open style to allow the conveyance of storm water through the easement.

2. NO OTHER CHANGE. Except as amended herein, each and every term, condition, warranty and provision of the Easement shall remain in full force and effect, and such are hereby ratified, confirmed and approved by the parties hereto.

3. RUNS WITH THE LAND. This Amendment shall be deemed to run with the land and shall be binding on the Property Owner and on the Property Owner's heirs, successors and assigns.

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

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

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

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

Dated this 1st day of June, 2026.

By: Scott Schulz
Scott Schulz

By: Ami Schulz
Ami Schulz

STATE OF IOWA)
) SS:
COUNTY OF Polk)

STATE OF IOWA)
) SS:
COUNTY OF Polk)

Subscribed and sworn to before me by
Scott Schulz on this 1st day of
June 2026.

Subscribed and sworn to before me by
Ami Schulz on this 1st day of
June 2026.

M. Alarcon
Notary Public in and for the State of Iowa

M. Alarcon
Notary Public in and for the State of Iowa

My commission expires: 6/1/2029

My commission expires: 6/1/2029



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 WATER MAIN EASEMENT FOR
SHADOW CREEK PLAT 5, LOT 30 – 3892 NW 177TH CT

WHEREAS, the owner of Shadow Creek Plat 5, Lot 30 in the City of Clive, Iowa (the “Property”) has submitted to the City of Clive a First Amendment to Storm Sewer and Water Main 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 Water Main Easement.

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

That the First Amendment to Storm Sewer and Water Main Easement (hereinafter called “Amendment”) regarding Shadow Creek Plat 5, 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 11th day of June, 2026.

By: _____
John Edwards, Mayor

ATTEST:

Matthew D. Graham, City Clerk



Memo

TO: Mayor and Council members

FROM: Ryan Mayer, Construction Services Administrator

DATE: June 11, 2026

RE: Resolution Accepting First Amendment To Storm Sewer and Overland Flowage Easement - Shadow Creek Plat 5- Lot 52

SYNOPSIS:

The owner of Lot 52, Shadow Creek Plat 5 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 - 17747 Valleyview Dr.
2. RESOLUTION 17747 Valleyview Dr

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 STORM SEWER AND
OVERLAND FLOWAGE EASEMENT**

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

WHEREAS, Property Owner owns that property known as 17747 Valleyview Dr and legally described as Lot 52 of Shadow Creek Plat 5, 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 Storm Sewer and Overland Flowage Easement was previously entered on August 30, 2021 and recorded in Book 2021 Page 25455 of the Dallas County Recorder (hereinafter called "Easement"), which prohibited the erection of any structure within the easement area; and

WHEREAS, a Declaration of Storm Sewer was previously entered on August 30, 2021 and recorded in Book 2021 Page 25459 of the Dallas County Recorder (hereinafter called "Easement"), which prohibited the erection of any structure within the easement area; and

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

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

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

- (a) Project is installed and maintained so that it does not impede and use and enjoyment of the land within the Easement.
- (b) Project is installed and maintained so that it does not impede the flow of surface water within the Easement.
- (c) Project is installed and maintained so that the lowest horizontal member of the fence shall be a minimum of 4" above grade or shall be open style to allow the conveyance of storm water through the easement.
- (d) Project is installed and maintained so that no damage to the storm pipe and intake structures occurs. Any damage will need repaired at the property owner's expense.

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 2nd day of June, 2026.

By: [Signature]
Charles Dick

By: Lejla Dick
Lejla Dick

STATE OF IOWA)
COUNTY OF Polk) SS:

STATE OF IOWA)
COUNTY OF Polk.) SS:

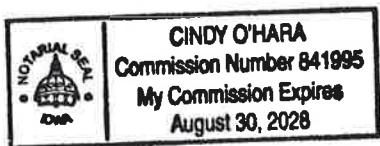
Subscribed and sworn to before me by
Charles Dick on this 2nd day of
June 2026.

[Signature]
Notary Public in and for the State of Iowa

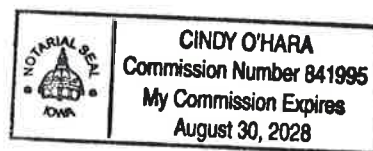
Subscribed and sworn to before me by
Lejla Dick on this 2nd day of
June 2026.

[Signature]
Notary Public in and for the State of Iowa

My commission expires: 08.30.2028



My commission expires: 08.30.2028



CITY OF CLIVE, IOWA

By _____
John Edwards, Mayor

ATTEST:

Matthew D. Graham, City Clerk

STATE OF IOWA)
) SS
COUNTY OF POLK)

On this ____ day of _____, 2026, before me, _____, a Notary Public in and for the State of Iowa, personally appeared John Edwards and Matthew D. Graham, to me personally known, and, who being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Clive, Iowa; that the seal affixed to the foregoing instrument is the corporate seal of the corporation; and that the instrument was signed and sealed on behalf of the corporation, by authority of its City Council, as contained in Resolution No. _____ adopted by the City Council, under Roll Call of the City Council on the ____ day of _____, 20__, and that John Edwards and Matthew D. Graham acknowledged the execution of said instrument to be their voluntary act and deed and the voluntarily act and deed of the corporation, by it voluntarily executed.

Notary Public in and for the State
of Iowa

My commission expires: _____

RESOLUTION NO. _____

RESOLUTION ACCEPTING
FIRST AMENDMENT TO STORM SEWER AND OVERLAND FLOWAGE
EASEMENT FOR
LOT 52, SHADOW CREEK PLAT 5 – 17747 VALLEYVIEW DR

WHEREAS, the owner of Lot 52 of Shadow Creek Plat 5 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 Lot 52 of Shadow Creek Plat 5, 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 11th day of June 2026.

By: _____
John Edwards, Mayor

ATTEST:

Matthew D. Graham, City Clerk



Memo

TO: Mayor and Council members

FROM: Amanda Grutzmacher, Senior Planner

DATE: June 11, 2026

RE: Resolution Approving Second Amendment to Declaration of Covenants, Conditions, Easements and Restrictions for Shadow Creek Plat 2

SYNOPSIS:

At least 51% of property owners in Shadow Creek Plat 2 have signed a covenant amendment to allow luxury vinyl fences. The amendment includes minimum specifications for what qualifies as luxury vinyl. Staff have no concerns with the proposed amendment and recommend approval.

If you have questions or need additional information prior to the meeting, contact Amanda at agrutzmacher@cityofclive.com or 515-223-6221.

Attachments:

1. Shadow Creek 2 Amendment to Covenants
2. Resolution Approving Covenant Amendment

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

**SECOND AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS,
EASEMENTS AND RESTRICTIONS FOR SHADOW CREEK PLAT 2**

THIS SECOND AMENDMENT TO DECLARATION is made this ____ day of June, 2026, by at least 51% of the owners in Shadow Creek Plat 2, an Official Plat, now included in and forming a part of the City of Clive, Dallas County, Iowa.

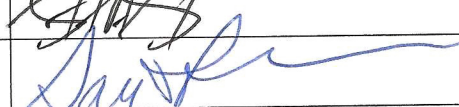
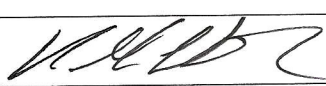
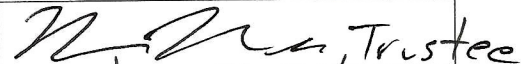
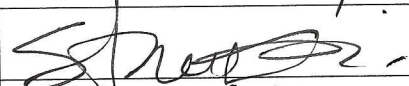
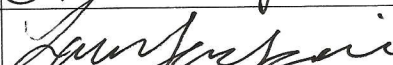
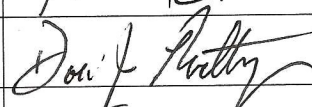
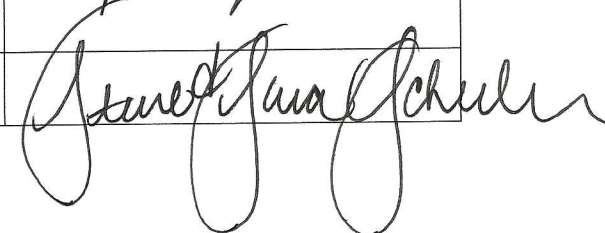
WHEREAS, a Declaration of Covenants, Conditions, Easements and Restrictions for Shadow Creek Plat 2 (herein after the "Original Declaration") was filed in the records of the Dallas County Recorder at Book 2011, Page 7119 establishing the covenants on all lots in Shadow Creek Plat 2, an Official Plat, now included in and forming a part of the City of Clive, Dallas County, Iowa; and

WHEREAS, a First Amendment to Declaration of Covenants, Conditions, Easements and Restrictions for Shadow Creek Plat 2 (hereinafter the "First Amendment") was filed in the records of the Dallas County Recorder at Book 2011, Page 10409; and

WHEREAS, the property owners within Shadow Creek Plat 2, ("Owners") pursuant to rights granted under Article XII(E) of the Original Declaration, now desire to amend certain provisions of the Declaration.

NOW, THEREFORE, the undersigned Owners do hereby modify the Original Declaration Article V (D)(1) to read as follows as follows:

1. No fence shall exceed 6 feet in height. Fences shall be limited to wood, rod iron, or luxury vinyl. Luxury vinyl shall have a minimum vinyl thickness as follows: post 0.150 inches, rail 0.090 inches, and slat 0.050 inches. No chain link fence of any kind shall be permitted including, but not limited to, black vinyl coated chain link. The fence fabric or fence screening material shall be mounted on the exterior face of the fence posts or fence framing. All fences shall be kept in good repair and attractive appearance.

Lot	Address	Owner	Signature
1	17297 BERKSHIRE PKWY	MARK & PAMELA BISSING TRUST	
2	17307 BERKSHIRE PKWY	CHAD & ABRA WIESE	
3	17315 BERKSHIRE PKWY	RILEY AND JULIE LARSON TRUST	
4	17323 BERKSHIRE PKWY	SHELLY JOHNSON	
5	17331 BERKSHIRE PKWY	MATTHEW & KELLY VOWELS	
6	17339 BERKSHIRE PKWY	MARK & SHAWNDA MOORE	
7	17349 BERKSHIRE PKWY	KYLE W JUNGERS TRUST	
8	17357 BERKSHIRE PKWY	KELSEY & SEAN KNOWLES	
9	17363 BERKSHIRE PKWY	STUART & SONJA SORREL	
10	17375 BERKSHIRE PKWY	MATTHEW & SARA FLYNN	
11	17389 BERKSHIRE PKWY	ERIC J GRUB REVOCABLE TRUST	
12	17397 BERKSHIRE PKWY	SCOTT & JOANN MOON	
13	17398 BERKSHIRE PKWY	KEITH & BARRON & PATRICIA PETERSEN	
14	17386 BERKSHIRE PKWY	RYAN & JILL LABARRE	
15	17376 BERKSHIRE PKWY	NICHOLAS M NELSON TRUST	
16	17366 BERKSHIRE PKWY	JOEL & STACIE FEILMEIER	
17	17358 BERKSHIRE PKWY	NATHAN & ERIKA ADAMS	
18	17350 BERKSHIRE PKWY	SCOTT & AMANDA JACKSON	
19	17344 BERKSHIRE PKWY	LAURA & THOMAS JACKOVIN	
20	17332 BERKSHIRE PKWY	TANYA & JASON TEETER	
21	17322 BERKSHIRE PKWY	DOW & MEGAN ROETTGER	
22	17306 BERKSHIRE PKWY	ANDREW & TOME HOPE	
23	17284 BERKSHIRE PKWY	STEVEN & SARA SCHULER	

CITY OF CLIVE, IOWA

By _____
John Edwards, Mayor

ATTEST:

Matthew D. Graham, City Clerk

STATE OF IOWA)
) SS
COUNTY OF POLK)

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

Notary Public in and for the State
of Iowa

My commission expires: _____

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

RESOLUTION NO. _____

RESOLUTION APPROVING SECOND AMENDMENT TO DECLARATION OF
COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS FOR SHADOW
CREEK PLAT 2

WHEREAS, a Declaration of Covenants, Conditions, Easements and Restrictions for Shadow Creek Plat 2 (herein after the “Original Declaration”) was filed in the records of the Dallas County Recorder at Book 2011, Page 7119 establishing the covenants on all lots in Shadow Creek Plat 2, an Official Plat, now included in and forming a part of the City of Clive, Dallas County, Iowa; and

WHEREAS, a First Amendment to Declaration of Covenants, Conditions, Easements and Restrictions for Shadow Creek Plat 2 (hereinafter the “First Amendment”) was filed in the records of the Dallas County Recorder at Book 2011, Page 10409; and

WHEREAS, the Property Owners within Shadow Creek Plat 2, (“Owners”) now desire to amend certain provisions of the Declaration to permit luxury vinyl fences; and

WHEREAS, the Property Owners have submitted to the City of Clive a 2nd Amendment to Declaration of Covenants, Conditions, Easements and Restrictions (“Amendment”); and

WHEREAS, the City of Clive desires to approve the Amendment.

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

That the Amendment to the Declaration submitted by the Owners is hereby approved and accepted by the City of Clive, and this Resolution shall constitute the written approval of the City of the Amendment.

PASSED AND APPROVED THIS _____ day of _____, 2026.

CITY OF CLIVE, IOWA

By _____
John Edwards, Mayor

ATTEST:

Matthew D. Graham, City Clerk



Memo

TO: Mayor and Council members

FROM: Amanda Grutzmacher, Senior Planner

DATE: June 11, 2026

RE: Resolution Approving Satisfaction of Agreement to Complete Site Improvements Lot 1, Lot 2, and Lot C of 7 Flags Subdivision 2100 NW 100th St

SYNOPSIS:

Staff recommends approval of the Resolution Approving Satisfaction of Agreement to Complete Site Improvements related to Horizon Events Center.

If you have questions or need additional information prior to the meeting, contact Amanda at agrutzmacher@cityofclive.com or 515-223-6221.

Attachments:

1. Resolution Approving Satisfaction of ATC

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

RESOLUTION NO. _____

RESOLUTION APPROVING SATISFACTION OF
AGREEMENT TO COMPLETE SITE IMPROVEMENTS
LOT 1, LOT 2, AND LOT C OF 7 FLAGS SUBDIVISION
2100 NW 100TH ST

WHEREAS, the City of Clive, Iowa (“City”) entered into an Agreement to Complete Site Improvements (“Agreement”) with Barker Financial, LLC (“Property Owner”) recorded on April 28, 2021 in Book 18499 Page 114 in the office of the Recorder of Polk County, Iowa; and

WHEREAS, Property Owner, has satisfied the Agreement with completion of the identified site improvements; and

WHEREAS, the City desires to acknowledge satisfaction of the Agreement.

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

1. That the Satisfaction of Agreement to Complete Site Improvements Lot 1, Lot 2, and Lot C of 7 Flags Subdivision 2100 NW 100th St is hereby approved and accepted by the City of Clive, and the Mayor is authorized to execute the Satisfaction, and the city Clerk to attest to his signature.
2. This resolution shall be filed of record with the Polk County, Iowa Recorder.

PASSED AND APPROVED THIS _____ day of _____, 2026.

CITY OF CLIVE, IOWA

By _____

John Edwards, Mayor

ATTEST:

Matthew D. Graham, City Clerk



Memo

TO: Mayor and Council members

FROM: Jeff May, Public Works Director

DATE: June 11, 2026

RE: Resolution Approving the Acquisition of 2787 and 2791 W Avenue, Waukee, IA for the Alices Road Reconstruction Project, Including a Purchase Agreement and Lease to Ron Husted for 2787 W Avenue, Waukee, IA

SYNOPSIS:

The City is working on the Reconstruction of Alices Road from the south Corporate limit to the north Corporate limit. The project has been divided into phases with the following schedule:

<u>Phase</u>	<u>Construction Year</u>
1A	2025-2026
1B	2026
4	2027
3	2028
2	2029

As part of the project, there are several properties that will have acquisition requirements to construct the improvements. The owner (Marilyn J. Husted, Trustee of the Marilyn J. Husted Revocable Trust dated August 18, 2018) of the properties at 2787 and 2791 W Avenue, Waukee, Iowa, located in Phase 3 of the project, has been contacted in previous years by the City and informed that if she were ever to consider selling her property the City of Clive would be interested in discussing the sale of her property. The owner contacted the City expressing a desire to sell the properties, and the City has been working, through Snyder & Associates, to purchase the properties from the owner.

The City obtained appraisals and has reached an agreement to purchase the properties. The purchase agreement includes moving expenses and a lease through October 2, 2026, and includes the following:

Purchase of Home (2787 W. Avenue)	\$130,000.00
<u>Moving expense</u>	<u>\$ 1,100.00</u>
Total	\$131,100.00

Purchase of Home (2791 W. Avenue)	\$160,000.00
<u>Moving expense</u>	<u>\$ 1,000.00</u>
Total	\$161,000.00

Total for Both Properties \$292,100.00

In addition, the property at 2787 W. Avenue has a tenant that will have a lease on the property through October 2, 2026. This request works with the proposed construction schedule, and staff recommends allowing the tenant to stay on the property through

October 2, 2026. This requires a lease agreement, and the lease agreement is included as part of the purchase of the property.

Staff recommends purchase of the properties at 2787 and 2791 W Avenue, Waukegan, Iowa and approval of the Purchase Agreement in the amount of \$292,100.00, including moving expenses and the Lease Agreement.

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

Attachments:

1. Resolution - 06-11-26 - Husted Trust Approving Resolution (6.4.2026) (002)
2. 06-11-26 - Purchase Agreement Husted (6.4.2026)
3. 06-11-26 - Lease Agreement - Ron Husted (6.4.2026)
4. 06-11-26 - Map - 2787 W Ave
5. 06-11-26 - Map - 2791 W Ave

RESOLUTION NO. _____

**RESOLUTION APPROVING THE ACQUISITION OF 2787 AND 2791 W AVENUE,
WAUKEE, IOWA FOR THE ALICES ROAD RECONSTRUCTION PROJECT,
INCLUDING A PURCHASE AGREEMENT AND LEASE TO RON HUSTED FOR 2787
W AVENUE, WAUKEE, IOWA**

WHEREAS, the City of Clive (“City”) has determined that it is in the best interest of the City to acquire the properties located at 2787 and 2791 W Avenue in the City of Waukee, Iowa (collectively the “Property”) in connection with the Alices Road Improvement Project (“Project”); and

WHEREAS, the owner of the Property, Marilyn J. Husted, Trustee of the Marilyn J. Husted Revocable Trust dated August 18th, 2018 (“Owner”), and the City have negotiated a purchase agreement (“Purchase Agreement”) for the Property for the fair market value of \$290,000.00, which reflects \$130,000.00 for the portion of the property with the mailing address of 2791 W Ave and \$160,000.00 for the portion of the Property with the mailing address of 2787 W Ave, both as determined by an independent appraisal, plus \$2,100.00 in additional moving expenses, which represents \$1,100 for 2791 W Ave and \$1,000 for 2787 W Ave; and

WHEREAS, immediate possession of the Property is not required by the City; and

WHEREAS, therefore, as additional consideration for the acquisition, the parties further propose, upon closing of the Property pursuant to the Purchase Agreement, to lease the 2787 W Ave portion of the Property to Ron Husted, the current occupant, at no additional cost until October 2, 2026 (“Lease”).

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

1. That the Purchase Agreement with Marilyn J. Husted, Trustee of the Marilyn J. Husted Revocable Trust dated August 18th, 2018, including the additional moving expenses set forth above, for the City’s acquisition of 2787 and 2791 W Avenue, in the City of Waukee, Iowa for the Alices Road Improvement Project, are hereby approved and, upon receipt of a Purchase Agreement executed by Owner, accepted by this City Council; the Mayor is hereby authorized and directed to execute all acquisition related documents on behalf of the City upon receipt of a Purchase Agreement executed by Owner; and the City Clerk is then hereby authorized and direct to attest to the signature of the Mayor to same.
2. The Lease is hereby approved, and upon closing of the City’s purchase of the Property, the Mayor is hereby authorized and directed to execute all lease related documents on

behalf of the City; and the City Clerk is then hereby authorized and direct to attest to the signature of the Mayor to same.

PASSED AND APPROVED this ____ day of _____, 2026.

By: _____
John Edwards, Mayor

Matthew Graham, City Clerk

REAL ESTATE PURCHASE AGREEMENT

THIS REAL ESTATE PURCHASE AGREEMENT (the "Agreement") is made and entered into as of _____, 2026 (the "Effective Date") by and between the City of Clive, Iowa, an Iowa municipality ("Buyer") and Marilyn J. Husted, Trustee of the Marilyn J. Husted Revocable Trust dated August 18th, 2018 (collectively "Seller").

RECITALS:

A. Seller is the owner of certain real estate described on Exhibit "A" attached hereto together with any and all buildings and other improvements thereon, and all rights, easements and appurtenances thereto (collectively, referred to as the "Property"); and

B. Buyer desires to buy and Seller desires to sell the Property, on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the promises and the mutual covenants of the parties hereinafter expressed, it is hereby agreed as follows:

1. PURCHASE AND SALE. In accordance with and subject to the terms and conditions of this Agreement, on the Closing Date (as hereinafter defined), Seller agrees to sell to Buyer and Buyer agrees to purchase from Seller, the Property. The purchase price for the Property shall be \$290,000, which reflects \$130,000.00 for the portion of the property with the mailing address of 2791 W Ave and \$160,000 for the portion of the Property with the mailing address of 2787 W Ave (the "Purchase Price") subject to credits, debits and adjustments, as hereinafter provided, and subject to all the terms and conditions herein contained and with the entire Purchase Price (with such debits, credits and adjustments) to be paid by Buyer to Seller at Closing (as hereinafter defined) by wire transfer, or by certified or cashier's check. Any relocation benefits afforded to Seller related to this transaction shall be above and beyond the Purchase Price.

2. REAL ESTATE TAXES.

A. Seller shall pay all real estate taxes that are due and payable as of the Closing Date and constitute a lien against the Property, including any unpaid real estate taxes for any prior years.

B. Seller shall pay Seller's prorated share, based upon the Closing Date, of the real estate taxes for the fiscal year in which the Closing Date occurs (i.e., the fiscal year ending June 30, 2026) and payable in the subsequent fiscal year (i.e., the fiscal year commencing July 1, 2027). Buyer shall be given a credit for such proration at Closing based upon the then last known actual net real estate taxes payable according to public record. However, if such taxes are based upon a partial assessment of the present property improvements or a changed tax classification as of the date of possession, such proration shall be based on the current millage rate, the assessed value, legislative tax rollbacks and real estate tax exemptions that will actually

be applicable as shown by the records of the county assessor on the date of possession.

C. Buyer shall pay all subsequent real estate taxes.

3. SPECIAL ASSESSMENTS. Seller shall pay (i) all installments of special assessments that are a lien on the Property as of the Closing Date and (ii) all charges for solid waste removal, sewage and maintenance that are attributable to Seller's possession, including those for which assessments arise after Closing, shall be paid by Seller. Any preliminary or deficiency assessment that cannot be discharged by payment shall be paid by Seller through an escrow account with sufficient funds to pay such liens when payable, with any unused funds returned to Seller. Buyer shall pay all other special assessments.

4. MISCELLANEOUS EXPENSES. Seller shall pay the following costs at Closing: (i) real estate taxes to the county treasurer as provided in Section 2(A) above and prorated real estate taxes to Buyer as provided in Section 2(B) above; (ii) all special assessments as provided in Section 3 above; (iii) Seller's attorney's fees; (iv) the cost of recording the release of any existing mortgage and the cost of recording any other document necessary to make title to the Property marketable; (v) abstracting fees as provided in Section 9; and (vii) such other expenses as are normally paid by a seller under local custom. In accordance with the Relocation Act, Buyer shall pay the following costs at Closing: (i) all real estate transfer taxes; (ii) the cost of recording the general warranty deed for the Property and any loan documents related to financing arranged by Buyer; (iii) Buyer's attorney's fees; and (iv) such other expenses as are normally paid by a Buyer under local custom.

5. RISK OF LOSS AND INSURANCE. SELLER shall bear the risk of loss or damage to the Property prior to closing or possession, whichever first occurs. SELLER agrees to maintain existing insurance through the closing date or possession, whichever later occurs, and BUYER may purchase additional insurance. In the event of substantial damage or destruction prior to closing, the parties may, upon written notice to the other party, terminate this Agreement; provided, however, BUYER shall have the option to complete the closing and receive insurance proceeds regardless of the extent of damages. The Property shall be deemed substantially damaged or destroyed if it cannot be restored to its present condition on or before the closing date.

6. POSSESSION AND CLOSING. If BUYER timely performs all obligations, possession of the Property shall be delivered to BUYER on or before October 1, 2026, or as otherwise mutually agreed by the parties in writing and any adjustments of rent, insurance, taxes, interest and all charges attributable to the SELLER's possession shall be made as of the date of closing. Closing shall occur after approval of title by BUYER'S attorney, but prior to possession by BUYER. SELLER agrees to permit BUYER to inspect the Property within 48 hours prior to closing to assure that the premises are in the condition required by this Agreement. If possession is given on a day other than closing, the parties shall make a separate agreement with adjustments as of the date of possession. This transaction shall be considered closed upon the filing of title transfer documents and receipt of all funds then due at closing from BUYER under the Agreement. The parties anticipate Seller will retain possession of the Property beyond the

closing date pursuant to a separately negotiated Lease Agreement between the parties. Notwithstanding the foregoing, BUYER shall be entitled to exercise the rights regarding the relocation of plants on the Property as set forth in paragraph 23 herein.

7. FIXTURES. Prior to vacating the Property, SELLER shall be entitled to remove any fixtures within the interior of the Property, including ceiling fans, appliances, furnace and water heater. In addition, upon prior notice and coordination with the BUYER, at the time SELLER vacates the Property, SELLER may also be entitled to remove any windows on the Property so long as, upon removal, SELLER secures the remaining opening to the satisfaction of BUYER.

8. CONDITION OF PROPERTY. BUYER acknowledges and agrees that: (i) BUYER is purchasing the Property, including all fixtures, improvements and equipment included therein as set forth hereinabove, based solely on its inspection and investigation thereof and that Buyer will be purchasing the Property "AS IS, WHERE IS AND WITH ALL FAULTS".

9. ABSTRACT AND TITLE. SELLER, at its expense, shall promptly obtain an abstract of title to the Property continued through the date of acceptance of this Agreement, and deliver it to BUYER'S attorney for examination within 30 days of the date of acceptance. It shall show merchantable title in SELLER in conformity with this Agreement, Iowa law, and Title Standards of the Iowa State Bar Association. SELLER shall make every reasonable effort to promptly perfect title. If closing is delayed due to SELLER's inability to provide marketable title, this Agreement shall continue in force and effect until either party rescinds the Agreement after giving ten days written notice to the other party. The abstract shall become the property of BUYER when the purchase price is paid in full. SELLER shall pay the costs of any additional abstracting and title work due to any act or omission of SELLER, including transfers by or the death of SELLER or their assignees.

10. SURVEY. BUYER may, at BUYER'S expense prior to closing, have the Property surveyed and certified by a Registered Land Surveyor. If the survey shows any encroachment on the Property or if any improvements located on the Property encroach on lands of others, the encroachments shall be treated as a title defect. If the survey is required under Chapter 354, SELLER shall pay the cost thereof.

11. ENVIRONMENTAL MATTERS.

A. SELLER warrants to the best of his knowledge and belief that there are no abandoned wells, solid waste disposal sites, hazardous wastes or substances, or underground storage tanks located on the Property, the Property does not contain levels of radon gas, asbestos or urea-formaldehyde foam insulation which require remediation under current governmental standards, and SELLER have done nothing to contaminate the Property with hazardous wastes or substances. SELLER warrants that the Property is not subject to any local, state, or federal judicial or administrative action, investigation or order, as the case may be, regarding wells, solid waste disposal sites, hazardous wastes or substances, or underground storage tanks. As required by BUYER's attorney, SELLER shall also provide BUYER with a properly executed GROUNDWATER HAZARD STATEMENT showing no wells, private burial sites, solid waste disposal sites, solid waste disposal sites, hazardous waste and underground storage tanks on the

Property, except as stated here: The parties acknowledge and agree the Property is served by a private sewage disposal system, or there is a private sewage disposal system on the Property. As such, at Closing, SELLER's delivery of a GROUNDWATER HAZARD STATEMENT shall include proof of all necessary inspections and approvals required prior to transfer. Seller and Buyer agree to the provision selected in the attached Addendum for Inspection of Private Sewage Disposal System.

B. BUYER may at its sole expense, within 7 days after the date of acceptance, obtain a report from a qualified engineer or other person qualified to analyze the existence or nature of any hazardous materials, substances, conditions or wastes located on the Property. In the event any hazardous materials, substances, conditions or wastes are discovered on the Property, BUYER'S obligation hereunder shall be contingent upon the removal of such materials, substances, conditions or wastes or other resolution of the matter reasonably satisfactory to BUYER. However, in the event SELLER is required to expend any sum in excess of \$500.00 to remove any hazardous materials, substances, conditions or wastes, SELLER shall have the option to cancel this transaction and declare this Agreement null and void. The expense of any inspection shall be paid by BUYER. The expense of any action necessary to remove or otherwise make safe any hazardous material, substance, conditions or waste shall be paid by SELLER, subject to SELLER's right to cancel this transaction as provided above.

12. DEED. Upon payment of the purchase price, SELLER shall convey the Property to BUYER by General Warranty Deed, free and clear of all liens, restrictions, and encumbrances except as provided in this Agreement. General warranties of title shall extend to the time of delivery of the deed excepting liens or encumbrances suffered or permitted by BUYER.

13. JOINT TENANCY IN PROCEEDS AND IN REAL ESTATE. If SELLER, immediately preceding acceptance of the offer, holds title to the Property in joint tenancy with full right of survivorship, and the joint tenancy is not later destroyed by operation of law or by acts of the SELLER, then the proceeds of this sale, and any continuing or recaptured rights of SELLER in the Property, shall belong to SELLER as joint tenants with full rights of survivorship and not as tenants in common; and BUYER in the event of the death of any SELLER, agree to pay any balance of the price due SELLER under this contract to the surviving SELLER and to accept a deed from the surviving SELLER consistent with Paragraph 15.

14. JOINDER BY SELLER'S SPOUSE. SELLER's spouse, if not a title holder immediately preceding acceptance, executes this agreement only for the purpose of relinquishing all rights of dower, homestead and distributive share or in compliance with Section 561.13 of the Code of Iowa and agrees to execute the deed or real estate contract for this purpose.

15. STATEMENT AS TO LIENS. If BUYER intends to assume or take subject to a lien on the Property, SELLER shall furnish BUYER with a written statement prior to closing from the holder of such lien, showing the correct balance due.

16. USE OF PURCHASE PRICE. At time of settlement, funds of the purchase price may be used to pay taxes and other liens and to acquire outstanding interests, if any, of others.

17. APPROVAL OF COURT. If the Property is an asset of an estate, trust or conservatorship, this Agreement is contingent upon Court approval unless declared unnecessary by BUYER'S attorney. If the sale of the Property is subject to court approval, the fiduciary shall promptly submit this Agreement for such approval. If this Agreement is not so approved by the closing date, either party may declare this Agreement null and void, and all payments made hereunder shall be returned to BUYER.

18. REMEDIES OF THE PARTIES.

A. If BUYER fails to timely perform this Agreement, SELLER may forfeit it as provided in the Iowa Code (Chapter 656), and all payments made shall be forfeited; or, at SELLER' option, upon thirty days written notice of intention to accelerate the payment of the entire balance because of BUYER'S default (during which thirty days the default is not corrected), SELLER may declare the entire balance immediately due and payable. Thereafter this agreement may be foreclosed in equity and the Court may appoint a receiver.

B. If SELLER fails to timely perform this Agreement, BUYER has the right to have all payments made returned to BUYER.

C. BUYER and SELLER are also entitled to utilize any and all other remedies or actions at law or in equity available to them and shall be entitled to obtain judgment for costs and attorney fees as permitted by law.

19. NOTICE. Any notice under this Agreement shall be in writing and be deemed served when it is delivered by personal delivery or by certified mail return receipt requested, addressed to the parties at the address given below.

20. CERTIFICATION. BUYER and SELLER each certify that they are not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by any Executive Order or the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person" or any other banned or blocked person, entity, nation or transaction pursuant to any law, order, rule or regulation that is enforced or administered by the Office of Foreign Assets Control; and are not engaged in this transaction, directly or indirectly on behalf of, any such person, group, entity or nation. Each party hereby agrees to defend, indemnify and hold harmless the other party from and against any and all claims, damages, losses, risks, liabilities and expenses (including attorney's fees and costs) arising from or related to my breach of the foregoing certification.

21. GENERAL PROVISIONS. In the performance of each part of this Agreement, time shall be of the essence. Failure to promptly assert rights herein shall not, however, be a waiver of such rights or a waiver of any existing or subsequent default. This Agreement shall apply to and bind the successors in interest of the parties. This Agreement shall survive the closing. Paragraph headings are for convenience of reference and shall not limit or affect the meaning of this Agreement. Words and phrases herein shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender according to the context.

22. NO REAL ESTATE AGENT OR BROKER. Neither party has used the services of a real estate agent or broker in connection with this transaction. Each party agrees to indemnify and save harmless the other party from and against all claims, costs, liabilities and expense (including court costs and reasonable attorney's fees) incurred by the other party as a result of a breach of this representation, which shall survive closing.

23. MOVING EXPENSES. As additional consideration, in addition to the Purchase Price, City agrees to provide Seller with a credit at closing for moving expenses in the following amounts: \$1,100 for 2791 W Ave and \$1,000 for 2787 W Ave.

25. NO REAL ESTATE AGENT OR BROKER. Neither Buyer nor Seller has used the service of a real estate agent or broker in connection with this transaction.

26. LEASES. Seller shall terminate all leases, if any, on the Property with the effective date of the termination being no later than the Closing Date.

ACCEPTANCE. When accepted, this Agreement shall become a binding contract. If not accepted and delivered to BUYER on or before _____, 2026, this Agreement shall be null and void.

REPRESENTING THE CITY OF CLIVE, IOWA

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

"Buyer"

CITY OF CLIVE, IOWA

By: _____
John Edwards, Mayor

ATTEST:

By: _____
Matthew Graham, City Clerk

Address: 1900 NW 114th Street, Clive, IA 50325

Phone: _____

“Seller”

Marilyn J. Husted, Trustee of the Marilyn J. Husted Revocable Trust dated August 18th, 2018

Address: 2792 & 2787 W Ave, Waukee, IA

Phone: _____

EXHIBIT A

PROPERTY

Lot 7, Lot 9 and the North 7 feet of Lot 10 of Lami's Subdivision, a part of the East one-half of the Southeast Quarter (E ½ (SE ¼) of Section 22, Township 79 North, Range 26 West of the 5th P.M., Waukee, Dallas County, Iowa, as same appears on the Sub-Division Plat recorded in the Recorder's Office of Dallas County, Iowa, in Plat Book 3, Page 65, filed October 16, 1958.

ADDENDUM FOR INSPECTION OF PRIVATE SEWAGE DISPOSAL SYSTEM

Buyer and Seller agree on the following initialed alternative to comply with the time of transfer inspection of private sewage disposal systems:

_____ There is a private sewage disposal system on this Property which serves the Property. Seller has obtained or shall obtain at Seller's expense within _____ days a certified inspector's report which documents the condition of the private sewage disposal system, that it is of sufficient capacity to serve the Property, that the continued use of the system is permitted, and whether any modifications are required to conform to standards adopted by the Department of Natural Resources. Seller shall attach the inspection report to the Groundwater Hazard Statement to be filed at closing.

If Seller receives an unsatisfactory report, the basis of which cannot be resolved between Buyer and Seller within _____ days of delivery of a copy to Buyer, then upon written notice from Buyer to Seller, this agreement shall be null and void and all earnest money paid hereunder shall be returned immediately to Buyer.

_____ There is a private sewage disposal system on this Property. Weather or other temporary physical conditions prevent the certified inspection of the private sewage disposal system from being conducted. Buyer shall execute a binding acknowledgment with the County Board of Health to conduct a certified inspection of the private sewage disposal system at the earliest practicable time and to be responsible for any required modifications to the private sewage disposal system as identified by the certified inspection. Buyer shall attach a copy of the binding acknowledgment to the Groundwater Hazard Statement to be filed at closing. When the inspection is completed, an amended Groundwater Hazard Statement shall be filed with the certified inspection and shall include the document numbers of both the real estate transfer document and the original Groundwater Hazard Statement

Seller agrees at closing to deposit the sum of \$ _____ Dollars into escrow with _____ ("Escrow Agent") to reimburse Buyer for expenses incurred for the cost of the inspection and any required modifications to the private disposal system. Escrow Agent shall pay to Buyer, up to the amount held in escrow, amounts for required modifications after any such modifications are completed and upon submission to Escrow Agent of a detailed invoice. If no modifications are required, the entire escrow account shall be returned to Seller. Any funds remaining in the escrow account after any required modifications shall be returned to Seller. Seller shall not be responsible for any cost in excess of the escrow deposit.

_____ There is a private sewage disposal system on this Property. The building to which the sewage disposal system is connected will be demolished without being occupied. Buyer shall execute a binding acknowledgement with the county board of health to demolish the building within an agreed upon time period. Buyer shall attach a copy of the binding acknowledgement to the Groundwater Hazard Statement to be filed at closing.

There is a private sewage disposal system on this Property. The private sewage disposal system has been installed within the past two years pursuant to permit number

_____.

RESIDENTIAL LEASE AGREEMENT

IT IS AGREED, by and between the City of Clive, Landlord, and Ron Husted, Tenant:

Landlord hereby lets to Tenant, and Tenant hereby leases from Landlord, the following described premises situated in Dallas County, Iowa, and locally known as 2787 W Ave, Waukee, IA 50263, to-wit:

Lot 7 of Lami's Subdivision, a part of the East one-half of the Southeast Quarter (E ½ (SE ¼) of Section 22, Township 79 North, Range 26 West of the 5th P.M., Waukee, Dallas County, Iowa, as same appears on the Sub-Division Plat recorded in the Recorder's Office of Dallas County, Iowa, in Plat Book 3, Page 65, filed October 16, 1958

hereinafter referred to as the "dwelling unit," in consideration of the mutual promises of the parties herein, and upon the following terms, provisions and conditions:

1. **TERM.** The duration of this Lease Agreement shall be from the date of execution of this Lease Agreement to and including October 2, 2026.
2. **RENT.** In consideration of the Tenant's sale of the above-described property to Landlord, Tenant agrees to pay to Landlord, as rental for said term, as follows: \$1.00 for the duration of the lease term, in advance, the first rent payment becoming due upon the execution of this Lease Agreement. All sums shall be paid to the Landlord at City Hall, 1900 NW 114th Street, Clive, IA 50325, or at such other place as Landlord may, from time to time, direct.
3. **DEPOSIT SECURITY.** No deposit is required for this Lease Agreement.
4. **USE-ABSENCES.** Unless otherwise agreed in writing, Tenant shall occupy and use the above-described property as a dwelling unit. Tenant shall notify Landlord of any anticipated extended absence from the dwelling unit not later than the first day of the extended absence.
5. **UTILITIES.** Utilities shall be furnished and paid for by the party indicated on the following:

Electricity	Tenant
Gas	Tenant
Water	Tenant
Garbage	Tenant
Trash Removal	Tenant
Other	Tenant

6. **UTILITY RATES.** Tenant hereby acknowledges that Landlord, or the person authorized to enter into this Lease Agreement on Landlord's behalf, has heretofore fully explained to Tenant the utility rates, charges and services for which Tenant will be required to pay, other than those to be paid by Tenant directly to the utility company furnishing service.
7. **MANAGER.** Matt McQuillan, whose address is City Hall, 1900 NW 114th Street, Clive, IA

50325, is the person designated by Landlord to manage the premises (and to receive and receipt for all notices and demands upon the owner of the premises).

8. MAINTENANCE BY LANDLORD. Landlord shall:

- (a) Comply with the requirements of applicable building and housing codes materially affecting health and safety.
- (b) Make all repairs and do whatever is necessary to put and keep the dwelling unit in a fit and habitable condition.

9. MAINTENANCE BY TENANT. Tenant shall:

- (a) Comply with all obligations primarily imposed upon tenants by applicable provisions of building and housing codes materially affecting health and safety.
- (b) Keep that part of the premises that Tenant occupies and uses as clean and safe as the condition of the premises permit.
- (c) Dispose from the dwelling unit all ashes, rubbish, garbage and other waste in a clean and safe manner.
- (d) Keep all plumbing fixtures in the dwelling unit or used by Tenant as clean as their condition permits.
- (e) Use in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air-conditioning and other facilities and appliances, including elevators in the premises.
- (f) Not deliberately or negligently destroy, deface, damage, impair or remove a part of the premises, or knowingly permit a person to do so.
- (g) Conduct himself or herself in a manner that will not disturb a neighbor's peaceful enjoyment of the premises.

10. RULES. All existing rules concerning the Tenant's use and occupancy of the premises have been furnished to the Tenant in writing. Additionally, Landlord may, from time to time, and in the manner provided by law, adopt further or amended written rules concerning the Tenant's use and occupancy of the premises.

11. ACCESS. Landlord shall have the right, subject to Tenant's consent, which consent shall not be unreasonably withheld, to enter the dwelling unit in order to inspect the premises, make necessary or agreed repairs, decorations, alterations or improvements, supply necessary or agreed services, or exhibit the dwelling unit to prospective or actual purchasers, mortgagees, tenants, workmen or contractors; provided, however, that Landlord may enter the dwelling without Tenant's consent, in case of emergency and as otherwise provided in the Iowa Uniform Residential Landlord and Tenant Act.

12. ASSIGNMENT AND SUBLETTING. Tenant shall not assign this Lease Agreement, nor sublet the dwelling unit, or any portion thereof, without the written consent of Landlord. Failing to obtain such written consent shall be grounds for immediate termination of this Lease Agreement.

13. FIXTURES AND IMPROVEMENTS. Tenant shall leave upon, and surrender to Landlord, with the premises at the termination of this Lease Agreement, all locks, brackets for curtains,

and all other fixtures attached to doors, windows or woodwork, and all alterations, additions or improvements made by Tenant, without any payment therefor. To the extent Tenant wishes to remove any such fixtures, prior written consent of Landlord shall be required and failure to do so shall be grounds for immediate termination of this Lease Agreement. Tenant shall make no structural alterations without Landlord's written consent.

14. FIRE OR CASUALTY DAMAGE. If the dwelling unit or premises are damaged or destroyed by fire or other casualty to the extent that enjoyment of the dwelling unit is substantially impaired, Tenant shall (i) immediately vacate the premises and notify Landlord within fourteen (14) days of Tenant's intention to terminate this Lease Agreement, in which case, this Lease Agreement shall terminate as of the date of vacating. If this Lease Agreement is terminated under the provisions of this paragraph, Landlord shall return to Tenant all prepaid rent and security recoverable under the Iowa Uniform Residential Landlord and Tenant Act. Accounting for rent in the event of termination or apportionment shall occur as of the date of the casualty.

15. NONPAYMENT OF RENT. In addition to Landlord's other remedies provided by law, and without prejudice thereto, if rent is unpaid when due, and Tenant fails to pay the rent within three (3) days after notice by Landlord of nonpayment and the Landlord's intention to terminate this Lease Agreement if the rent is not paid within that period of time, then Landlord may terminate this Lease Agreement.

16. PRESENT AND CONTINUING HABITABILITY. Tenant has inspected the property and fixtures, and acknowledges that they are in a reasonable and acceptable condition of habitability for their intended use, and that the rent agreed upon is fair and reasonable in this community for premises in their condition. In the event that the condition changes so that, in Tenant's opinion, the habitability and rental value of the premises are affected, then Tenant shall promptly give reasonable notice to Landlord.

17. NOTICES. Any notice, for which provision is made in this Lease Agreement, shall be in writing, and may be given by either party to the other, in addition to any other manner provided by law, in any of the following ways pursuant to the Iowa Uniform Residential Landlord and Tenant Act: Landlord shall serve notice on Tenant by one or more of the following methods, except as provided in Iowa Code Section 562A.29A:

1. Hand delivery to Tenant.
2. Delivery evidenced by an acknowledgment of delivery that is signed and dated by a resident of the dwelling unit who is at least eighteen years of age.
3. Personal service pursuant to Rule of Civil Procedure 1.305, Iowa Court Rules, for the personal service of original notice.
4. Mailing by both regular mail and certified mail to the address of the dwelling unit or to an address provided by Tenant for mailing.
5. Posting on the primary entrance door of the dwelling unit.
6. A method of providing notice that results in the notice actually being received by Tenant.

Tenant shall serve notice on Landlord by one or more of the following methods:

1. Hand delivery to Landlord or Landlord's agent.

2. Delivery evidenced by an acknowledgment of delivery that is signed and dated by Landlord or Landlord's agent.
3. Personal service pursuant to Rule of Civil Procedure 1.305, Iowa Court Rules, for the personal service of original notice.
4. Delivery to an employee or agent of Landlord at Landlord's business office.
5. Mailing by both regular mail and certified mail to the address of Landlord's business office or to an address designated by Landlord for mailing.
6. A method providing notice that results in the notice actually being received by Landlord.

For purposes hereof, the place for the payment of rental as provided in Paragraph 2 above, shall be the place designated by Landlord for the receipt of any such notice; and, unless otherwise provided herein, Landlord shall receive and receipt for all notices and demands upon the owner of the premises. Notice served by mail is deemed completed four days after the notice is deposited in the mail and postmarked for delivery, whether or not the recipient signs a receipt for the notice.

18. CONSTRUCTION. Words and phrases herein shall be construed as in the single or plural number, and as masculine, feminine or neuter gender, according to the context.

19. ENTIRE AGREEMENT. This writing, including any addendum attached hereto, constitutes the entire agreement between the parties hereto with respect to the subject matters hereof; and no statement, representation or promise with reference to this Lease Agreement, or the premises leased, or any repairs, alterations or improvements, or any change in the term of this Lease Agreement, shall be binding upon either of the parties unless in writing and signed by both Landlord and Tenant.

20. LEAD-BASED PAINT. If the dwelling unit was constructed before 1978, Tenant acknowledges that Landlord has delivered to Tenant copies of the form Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards, and the EPA pamphlet Protect Your Family From Lead in Your Home.

21. CERTIFICATION. Tenant certifies that it is not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by any Executive Order or the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person" or any other banned or blocked person, entity, nation or transaction pursuant to any law, order, rule or regulation that is enforced or administered by the Office of Foreign Assets Control; and it is not engaged in this transaction, directly or indirectly on behalf of, or instigating or facilitating this transaction, directly or indirectly on behalf of, any such person, group, entity or nation. Tenant hereby agrees to defend, indemnify and hold harmless Landlord from and against any and all claims, damages, losses, risks, liabilities and expenses (including attorney's fees and costs) arising from or related to any breach of the foregoing certification.

22. TERMINATION. In addition to the termination rights under this Lease Agreement, Landlord and Tenant may terminate this Lease Agreement as provided by the Iowa Uniform Residential Landlord and Tenant Act or as otherwise provided by law. Landlord and Tenant may mutually

terminate this Lease Agreement at any time. Landlord or Tenant shall each have the right to unilaterally terminate this Lease Agreement for any reason upon 30 days' written notice of termination to the other party.

23. COMPLIANCE WITH LAW; PARTIAL INVALIDITY. Nothing contained in this Lease Agreement shall be construed as waiving any of Landlord's or Tenant's rights under the law. In all respects, the terms and provisions of this Lease Agreement are to be construed to comply with all requirements of the Iowa Uniform Residential Landlord and Tenant Act (IURLTA) and all applicable laws. If any term or provision of this Lease Agreement is determined to be invalid pursuant to IURLTA or other law, such invalid term or provision shall be severed from the contract, and the remainder of the contract shall continue in full force and effect as though the invalid term or provision was not contained herein. If any part of this Lease Agreement shall be in conflict with the law, the conflicting part shall be invalid and unenforceable to the extent that it is in conflict, but shall not invalidate this Lease Agreement or affect the validity or enforceability of any other provision of this Lease Agreement. Any term of this Lease Agreement that provides for any numerical amount that would be in conflict with a legal limitation amount shall be construed to be equal to the legal limitation amount.

24. RENTER'S INSURANCE. Tenant is advised and understands that the personal property of Tenant is not insured by the Landlord against any damage or loss. Tenant is advised to procure renter's insurance to protect the Tenant's property and for liability claims.

25. SMOKE DETECTORS. Tenant shall inspect the smoke detectors within three (3) days after taking possession of the dwelling unit. If such detector(s) are not working, Tenant shall notify Landlord promptly. Tenant shall be responsible for keeping smoke detector(s) in working order and with working batteries. Tenant shall not disable or alter such detectors.

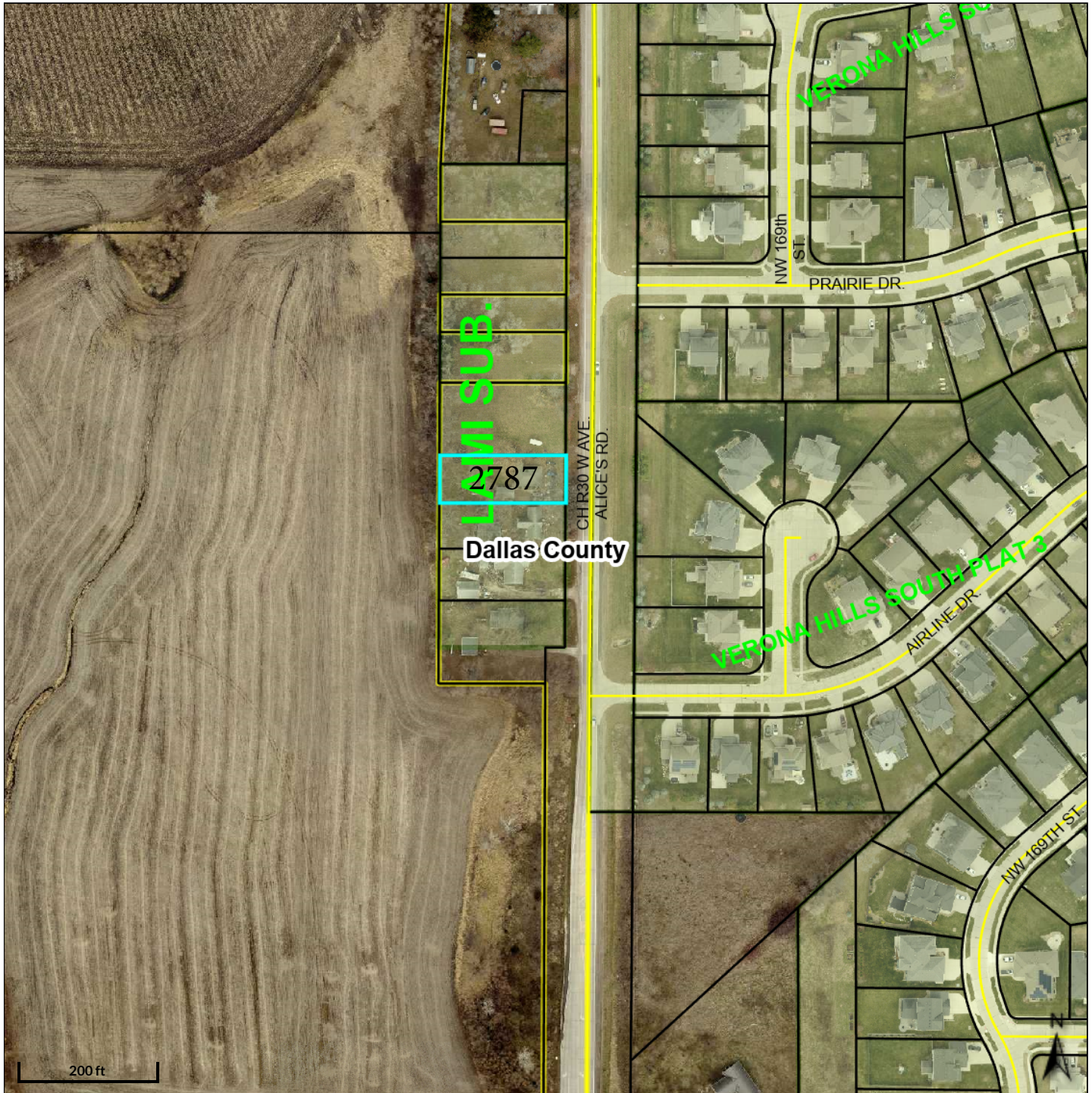
26. SMOKING. There shall be no smoking or vaping anywhere within the dwelling unit and any common areas. Tenant shall not permit any occupant, guest or invitee to violate this provision.

Dated: _____

City of Clive, Landlord

By: Matt McQuillen, City Manager

Ron Husted, Tenant



Parcel ID 1222477006
Sec/Twp/Rng 22-79-26
Property Address 2787 W AVE
WAUKEE

Alternate ID n/a
Class R
Acreage n/a

Owner Address MICHELLE CORBEN
5364 NE 3RD ST
DES MOINES, IA 50313

District 500000
Brief Tax Description LAMI SUBDIV LOT 7

(Note: Not to be used on legal documents)



Parcel ID 1222477008
Sec/Twp/Rng 22-79-26
Property Address 2791 W AVE
WAUKEE

Alternate ID n/a
Class R
Acreage n/a

Owner Address MICHELLE CORBEN
5364 NE 3RD ST
DES MOINES, IA 50313

District 500000
Brief Tax Description LAMI SUBDIV LOT 9 & N7' LOT 10
(Note: Not to be used on legal documents)



Memo

TO: Mayor and Council members

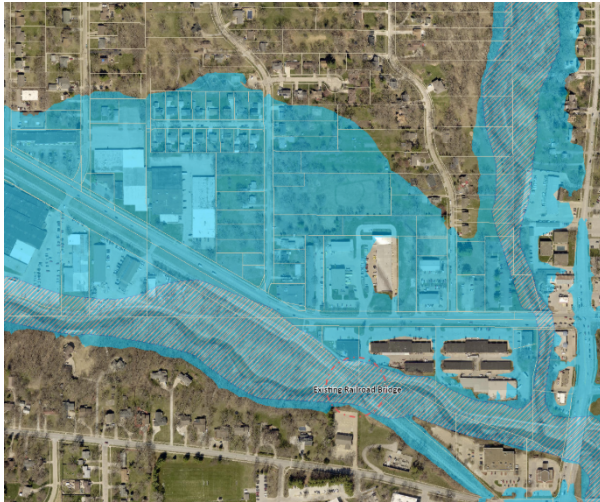
FROM: Doug Ollendike, Community Development Director

DATE: June 11, 2026

RE: Resolution Authorizing Submission of a Flood Mitigation Assistance Application

SYNOPSIS:

With the recent information from Norfolk Southern Railroad related to the potential abandonment of the railroad line through the University Boulevard corridor, staff is interested in further exploring the possible flood mitigation benefits that might accrue from the removal of the railroad bridge/abutment crossing Walnut Creek (approximately the 7700 block of University Boulevard). The original University Boulevard Flood Mitigation Plan (2022) initially evaluated the flood risk reductions associated with the reconstruction of the bridge which would have enlarged the hydraulic opening under a new structure. However, the significant estimated costs associated with the reconstruction project resulted in the concept not being further considered as it was deemed to not be cost-effective. If the railroad is ultimately abandoned, the opportunity to achieve the upstream flood risk reductions from the removal of the bridge rather than replacing the structure is much more likely to be cost-effective and potentially eligible for future FEMA grant funding.



As the concept has been previously identified in the City's Hazard Mitigation Plan and there has been some preliminary work identifying the possibility that the bridge removal may result in cost benefit flood risk reductions, a more detailed analysis and project scoping plan is an eligible grant activity under the recently opened 2024/2025 Building Resilient Communities and Infrastructure (BRIC) program. If awarded later this year, staff would anticipate undertaking the approximately \$100,000 technical study in 2027 (3–4 month consultant project). Funding for the required local match (\$15,000) is available in the current University Flood Mitigation Capital Improvement project (#342).

Staff would recommend approval of the attached Resolution Authorizing the Submission of a Flood Mitigation Assistance Application.

Attachments:

1. Resolution Authorizing Application

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE SUBMISSION OF A
FLOOD MITIGATION ASSISTANCE APPLICATION

WHEREAS, the City of Clive, in Polk County, Iowa, desires to submit an application through the Iowa Homeland Security and Emergency Management Division (HSEMD) to the Federal Emergency Management Agency (FEMA) for funding from the Building Resilient Infrastructure and Communities Grant Program, and

WHEREAS, said grant program allows for funding to be provided to cities for eligible mitigation planning and project scoping efforts that are consistent with the goals and objectives identified in Iowa's State Hazard Mitigation Plan and local mitigation plans for the jurisdiction in which the activity is located; and

WHEREAS, the City of Clive has determined that floodplain improvements associated with the removal of the railroad structure over Walnut Creek supports the communities' goal of long-term resiliency to the environmental, social and fiscal impacts that occur from flooding events along Walnut Creek.

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

1. The City Council supports and approves the application for the 2024 and 2025 Building Resilient Infrastructure and Communities Grant Program associated with mitigation planning and project scoping considering the removal of the railroad structure over Walnut Creek, and
2. The City Council hereby commits to providing the required local match (15%) in support of the 2024 and 2025 Building Resilient Infrastructure and Communities Grant Program request if awarded, and
3. The City Manager is hereby authorized to execute any application documents on behalf of the City.

PASSED AND APPROVED this _____ day of _____, 2026.

John Edwards, Mayor

ATTEST:

Matthew Graham, City Clerk



Memo

TO: Mayor and Council members

FROM: Elizabeth Hansen, Director of Administrative Services

DATE: June 11, 2026

RE: Resolutions Approving FY26 Budget Transfers (listing in packet)

SYNOPSIS:

Outlined are budget transfer resolutions for FY26:

- a. Resolution approving transfer from the General Fund to the Franchise Streets Project Fund - \$1,200,000
- b. Resolution approving transfer from the Local Option Sales Tax to the General Fund - \$1,064,899.40
- c. Resolution approving transfer from the Local Option Sales Tax to the Alice's Road Phase 1B Fund - \$325,000
- d. Resolution approving transfer from the Local Option Sales Tax to the Annual Greenbelt Trail Fund - \$130,000
- e. Resolution approving transfer from the Local Option Sales Tax to the Rio Valley Park Project Fund - \$75,000
- f. Resolution approving transfer from Local Options Sales Tax to Debt Service - \$1,000,000
- g. Resolution approving transfer from the TIF Fund to Debt Service – \$2,083,940
- h. Resolution approving transfer from the Public Safety Facility Fund to the City Facility Improvement Fund - \$19,839.15
- i. Resolution approving transfer from the Flood Prone Property Fund to Housing Program Fund - \$500,000
- j. Resolution approving transfer from the Greenbelt Landing Acquisition Fund to Cirksena Park Fund - \$683.93
- k. Resolution approving transfer from the Sewer Capital Fund to Sewer Rehab Fund - \$200,000
- l. Resolution approving transfer from the Traffic Improvement and Safety Fund to Berkshire and Douglas Intersection Project Fund - \$30,988.02
- m. Resolution approving transfer from the Franchise Streets Project Fund to 111th Street and Hickman Rd Intersection Project Fund - \$137,703.17
- n. Resolution approving transfer from the Flood Prone Property Fund to NW 86th Street Acquisition Fund - \$435,000

Attachments:

- 1. Transfers.6-11-2026

RESOLUTION NO. _____

RESOLUTION TO TRANSFER

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

The following transfer is hereby authorized:

FROM:

General Fund
(Transfer Out)

001-5620-6910
(Acct. No.)

\$1,200,000.00

TO:

Franchise Fee Street Projects
(Transfer In)

476-4750-3-4830-00
(Acct. No.)

\$1,200,000.00

PURPOSE OF TRANSFER

FY26 electric/gas franchise fees to Franchise Fee Street Projects

PASSED AND APPROVED THIS 11th DAY OF JUNE 2026.

John Edwards, Mayor

Attest:

Matthew D. Graham, City Clerk

RESOLUTION NO. _____

RESOLUTION TO TRANSFER

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

The following transfer is hereby authorized:

FROM:

Local Option Sales Tax
(Transfer Out)

121-5699-6910
(Acct. No.)

\$1,064,899.40

TO:

General Fund
(Transfer In)

001-4000-4-4830-00
(Acct. No.)

\$1,064,899.40

PURPOSE OF TRANSFER

FY26 collection for Property Tax Relief – Polk County \$264,899.40 and Dallas County \$800,000.00.

PASSED AND APPROVED THIS 11th DAY OF JUNE 2026.

John Edwards, Mayor

Attest:

Matthew D. Graham, City Clerk

RESOLUTION NO. _____

RESOLUTION TO TRANSFER

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

The following transfer is hereby authorized:

FROM:

Local Option Sales Tax
(Transfer Out)

121-5699-6910
(Acct. No.)

\$325,000.00

TO:

Alice's Road – Phase 1B
(Transfer In)

387-4750-3-4830-00
(Acct. No.)

\$325,000.00

PURPOSE OF TRANSFER

FY26 collection for Partial Project Funding - Dallas County \$325,000

PASSED AND APPROVED THIS 11th DAY OF JUNE 2026.

John Edwards, Mayor

Attest:

Matthew D. Graham, City Clerk

RESOLUTION NO. _____

RESOLUTION TO TRANSFER

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

The following transfer is hereby authorized:

FROM:

Local Option Sales Tax
(Transfer Out)

121-5699-6910
(Acct. No.)

\$130,000.00

TO:

Greenbelt Trail
(Transfer In)

391-4750-3-4830-00
(Acct. No.)

\$130,000.00

PURPOSE OF TRANSFER

50% Polk County – Annual Trail Funding.

PASSED AND APPROVED THIS 11th DAY OF JUNE 2026.

John Edwards, Mayor

Attest:

Matthew D. Graham, City Clerk

RESOLUTION NO. _____

RESOLUTION TO TRANSFER

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

The following transfer is hereby authorized:

FROM:

Local Option Sales Tax
(Transfer Out)

121-5699-6910
(Acct. No.)

\$75,000.00

TO:

Rio Valley Park
(Transfer In)

384-4750-3-4830-00
(Acct. No.)

\$75,000.00

PURPOSE OF TRANSFER

50% Polk County – Partial Park Funding.

PASSED AND APPROVED THIS 11th DAY OF JUNE 2026.

John Edwards, Mayor

Attest:

Matthew D. Graham, City Clerk

RESOLUTION NO. _____

RESOLUTION TO TRANSFER

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

The following transfer is hereby authorized:

FROM:

Local Option Sales Tax
(Transfer Out)

121-5699-6910
(Acct. No.)

\$1,000,000.00

TO:

Debt Service
(Transfer In)

200-4710-4-4830-00
(Acct. No.)

\$1,000,000.00

PURPOSE OF TRANSFER

50% PC - June 1 debt payment for Public Safety Center (2019B, 2020B, 2021B)

PASSED AND APPROVED THIS 11th DAY OF JUNE 2026.

John Edwards, Mayor

Attest:

Matthew D. Graham, City Clerk

RESOLUTION NO. _____

RESOLUTION TO TRANSFER

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

The following transfer is hereby authorized:

FROM:

TIF Fund

(Transfer Out)

123-5520-6910

(Acct. No.)

\$2,083,940.00

TO:

Debt Service

(Transfer In)

200-4710-4-4830-00

(Acct. No.)

\$2,083,940.00

PURPOSE OF TRANSFER

Funding for TIF issuance costs, interest and fees

PASSED AND APPROVED THIS 11th DAY OF JUNE 2026.

John Edwards, Mayor

Attest:

Matthew D. Graham, City Clerk

RESOLUTION NO. _____

RESOLUTION TO TRANSFER

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

The following transfer is hereby authorized:

FROM:

Public Safety Facility

(Transfer Out)

337-5750-6910

(Acct. No.)

\$19,839.15

TO:

City Facility Improvements

(Transfer In)

350-4750-3-4830-00

(Acct. No.)

\$19,839.15

PURPOSE OF TRANSFER

Partial project funding.

PASSED AND APPROVED THIS 11th DAY OF JUNE 2026.

John Edwards, Mayor

Attest:

Matthew D. Graham, City Clerk

RESOLUTION NO. _____

RESOLUTION TO TRANSFER

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

The following transfer is hereby authorized:

FROM:

Flood Prone Property
(Transfer Out)

342-5750-6910
(Acct. No.)

\$500,000.00

TO:

Housing Program
(Transfer In)

352-4750-3-4830-00
(Acct. No.)

\$500,000.00

PURPOSE OF TRANSFER

Partial project funding.

PASSED AND APPROVED THIS 11th DAY OF JUNE 2026.

John Edwards, Mayor

Attest:

Matthew D. Graham, City Clerk

RESOLUTION NO. _____

RESOLUTION TO TRANSFER

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

The following transfer is hereby authorized:

FROM:

Greenbelt Landing Acquisition
(Transfer Out)

371-5699-6910
(Acct. No.)

\$683.93

TO:

Cirksena Park
(Transfer In)

390-4750-3-4830-00
(Acct. No.)

\$683.93

PURPOSE OF TRANSFER

Closing Cirksena Project Fund.

PASSED AND APPROVED THIS 11th DAY OF JUNE 2026.

John Edwards, Mayor

Attest:

Matthew D. Graham, City Clerk

RESOLUTION NO. _____

RESOLUTION TO TRANSFER

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

The following transfer is hereby authorized:

FROM:

Sewer Capital Projects
(Transfer Out)

433-5620-6910
(Acct. No.)

\$200,000.00

TO:

Sewer Rehab
(Transfer In)

429-4750-3-4830-00
(Acct. No.)

\$200,000.00

PURPOSE OF TRANSFER

Annual project funding.

PASSED AND APPROVED THIS 11th DAY OF JUNE 2026.

John Edwards, Mayor

Attest:

Matthew D. Graham, City Clerk

RESOLUTION NO. _____

RESOLUTION TO TRANSFER

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

The following transfer is hereby authorized:

FROM:

Traffic Improvement and Safety Fund
(Transfer Out)

334-5750-6910
(Acct. No.)

\$30,988.02

TO:

Berkshire and Douglas Intersection
Project
(Transfer In)

445-4750-3-4830-00
(Acct. No.)

\$30,988.02

PURPOSE OF TRANSFER

Closing Berkshire and Douglas Intersection Project.

PASSED AND APPROVED THIS 11th DAY OF JUNE 2026.

John Edwards, Mayor

Attest:

Matthew D. Graham, City Clerk

RESOLUTION NO. _____

RESOLUTION TO TRANSFER

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

The following transfer is hereby authorized:

FROM:

Franchise Street Project Fund
(Transfer Out)

476-5750-6910
(Acct. No.)

\$137,703.17

TO:

Meredith Drive Paving Fund
(Transfer In)

471-4750-3-4830-00
(Acct. No.)

\$137,703.17

PURPOSE OF TRANSFER

Closing project fund.

PASSED AND APPROVED THIS 11th DAY OF JUNE 2026.

John Edwards, Mayor

Attest:

Matthew D. Graham, City Clerk

RESOLUTION NO. _____

RESOLUTION TO TRANSFER

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

The following transfer is hereby authorized:

FROM:

Flood Prone Property
(Transfer Out)

342-5750-6910
(Acct. No.)

\$435,000.00

TO:

NW 86TH Street Acquisition
(Transfer In)

339-4750-3-4830-00
(Acct. No.)

\$435,000.00

PURPOSE OF TRANSFER

Partial project funding.

PASSED AND APPROVED THIS 11th DAY OF JUNE 2026.

John Edwards, Mayor

Attest:

Matthew D. Graham, City Clerk



Memo

TO: Mayor and Council members

FROM: Mela Nisic, Human Resources Specialist

DATE: June 11, 2026

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

SYNOPSIS:

Resolution Approving Amended Job Descriptions For Full-Time Positions

Attachments:

1. Resolution
2. Firefighter EMT
3. Firefighter Paramedic
4. Paramedic FT
5. EMT FT

RESOLUTION NO. _____

Resolution Approving Amended Job Descriptions For Full-Time Positions

WHEREAS, as an ongoing personnel matter, the City of Clive is desirous of approving the Firefighter-EMT (Full-Time), EMT (Full-Time), Firefighter-Paramedic (Full-Time), Paramedic (Full-Time), positions with the City of Clive.

WHEREAS, the City of Clive has prepared the job descriptions for the Firefighter-EMT (Full-Time), EMT (Full-Time), Firefighter-Paramedic (Full-Time), Paramedic (Full-Time), positions with the City of Clive. WHEREAS, after reviewing such descriptions, the City Council desires to approve such job descriptions.

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

That the amended and new job descriptions for the positions listed above, as presented to the City Council on this date, are hereby approved by the City Council.

PASSED AND APPROVED this 11th day of June 2026.

John Edwards, Mayor

ATTEST:

Matthew Graham, City Clerk

POSITION

Firefighter/EMT – Full Time

DEPARTMENT

Fire

FLSA CLASSIFICATION

Non-Exempt

**FACILITY AND WORK AREA**

Clive Fire Department Response District and Clive Fire Station

JOB SUMMARY

Under the general supervision of the shift Lieutenant/Acting Officer and Chief Officers, provide emergency medical care to sick and injured people; control and extinguish fires; perform rescue, protect life and property; conduct fire prevention activities (public education, fire inspections, etc.); maintain equipment, and building upkeep. Ensures that all actions, decisions, and performance consistently support and uphold the City and Department's mission, core values, goals, and objectives.

JOB FUNCTIONS (order does not indicate importance of function)Routine Tasks, Responsibilities, Required Knowledge, Skills, and Abilities

- Assure the City and Department's mission, core values, goals, and objectives are initiated, followed, and supported.
- Act with honesty, integrity, trustworthiness, and dependability, always.
- Ability to take initiative
- Respond to emergencies (medical, fire, rescue, alarms, disasters, etc.) within the scope of certification and under guidance of current protocols, lieutenants, Acting Officer in Charge (AOIC), Medical Director, SOGs, SOPs, and Chief Officers.
- Understand building construction and fire behavior, knowledge of appropriate training standards, and hazardous material response
- Operate, check, and maintain fire, medical, and general equipment, apparatus, and facilities.
- Safely operate all emergency response vehicles within department SOGs, SOPs, and any applicable local, state, or federal regulations.
- Complete and properly file the required records and reports for the department in a timely manner as deemed by the Chief Officers (i.e. including but not limited to fire, inspections, medical records and reports).
- Communication with the use of radio, portable telephone, or other electronic devices and apps.
- Participates in training, drills, demonstrations, and courses in emergency medical care, firefighting, and other emergency techniques and skills to maintain certifications and competencies
- Participate in quality assurance programs.
- Effective and professional communication with the public, personnel, neighboring agencies, dispatch, law

enforcement, hospital staff, or anyone that contact is made.

- Ability to solve problems with sound judgment and a systematic approach to making decisions with several abstract and concrete variables using logical and scientific thinking.
- Community relations, education, and risk reduction activities to improve community safety and maintain a positive public image of the department (i.e. including but not limited to tours, visits, and public education).
- Understand and adhere to all department SOGs, SOPs, policies, verbal and written directives, and all applicable local, state, and federal laws for operations.
- Create and participate in a team environment by actively supporting efforts to facilitate cooperation, collaboration, and good communication between all department personnel, other departments, and the community.
- To always operate with the safety of themselves, coworkers, and the public in mind.
- Participate in precepting, mentoring, and instructing, including but not limited to current personnel, new personnel, students, and those doing ride time.
- Regularly handle confidential information in a sensitive manner and follow all HIPAA regulations and department policies, procedures, and practices regarding patient privacy.
- Ensuring assignments and tasks are completed on time.
- Meet all deadlines. This includes, but is not limited to, training, classes, payroll, and time off requests.
- Regular and prompt attendance is required.
- Other duties as assigned or apparent

PHYSICAL AND ENVIRONMENTAL CHARACTERISTICS

Physical Characteristics of the Job

This position can be classified as heavy work and could require the following but not limited to exertion of 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 be forced to push, pull, or lift extremely heavy objects such as a human or a motor vehicle. Must be able to climb, balance, stoop, kneel, crawl, reach, stand, and walk. Must be able to effectively communicate verbally and in writing in English sufficient to safely perform essential job duties and comply with emergency response, documentation, and patient care requirements.

Hazards and Working Conditions

The work is performed both inside and outside and can include hazardous work conditions. The list includes but is not limited to the worker being exposed to darkness, poor lighting and bright lights; fumes/odors/chemicals; isolation, moving machinery, noise, visual strain, unprotected heights, wearing a respirator, working on uneven ground, mechanical hazards, biological hazards; medical and bodily injury; traffic, fire, and electrical hazards; and exposure to violent behavior. Also, the work may expose the employee to significant work pace pressure, and irregular hours.

EQUIPMENT AND MATERIALS USED

This includes but not limited to emergency response trucks, attachments, cars/light trucks, air compressor, pumps, saws, grinder, ladder, pick-ax, generator, chains, extension cords, measuring equipment, hazardous chemicals and materials, computer hardware and software, hoses, oils, traffic control equipment, MSDS documentation, City of Clive Code of Ordinances, Code of Iowa, Iowa DNR Rules, Iowa EMS Rules, locally adopted Fire Code(s), International Fire Code, NFPA Standards, Federal Register, Employee Handbook, calculator, photographic equipment, fax machine, photocopier, telephone, computers, iPads, mobile and portable radios.

EDUCATION, TRAINING, AND EXPERIENCE

Education Required:

High school diploma, HiSET (formerly known as GED), or high school equivalency diploma

Training Required

EMT certified through the State of Iowa.

Firefighter I certified and Hazardous Material Operations Level certification as recognized by the State of Iowa.

Obtain Firefighter II certification within the timeframe established by Department policy or collective bargaining agreement, if applicable.

Experience Required:

1 year EMT

1 year firefighting

Required Qualifications:

- Must be at least 18 years of age
- Must pass the Central Iowa Fire and EMS Testing Consortium physical ability test or equivalent.
- Must pass the Central Iowa Fire and EMS Testing Consortium written test with 70% or higher.
- Must successfully complete a post-offer medical/fitness-for-duty examination conducted in accordance with applicable federal and state law.
- Must meet City of Clive's residency requirement.
- Must possess and maintain a valid driver's license in accordance with City of Clive's 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 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, and 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.

POSITION

Firefighter/Paramedic – Full Time

DEPARTMENT

Fire

FLSA CLASSIFICATION

Non-Exempt

FACILITY AND WORK AREA

Clive Fire Department Response District and Clive Fire Station

**JOB SUMMARY**

Under the general supervision of the shift Lieutenant/Acting Officer and Chief Officers, provide emergency medical care to sick and injured people; control and extinguish fires; perform rescue, protect life and property; conduct fire prevention activities (public education, fire inspections, etc.); maintain equipment, and building upkeep. Ensures that all actions, decisions, and performance consistently support and uphold the City and Department's mission, core values, goals, and objectives.

JOB FUNCTIONS (order does not indicate importance of function)Routine Tasks, Responsibilities, Required Knowledge, Skills, and Abilities

- Assure the City and Department's mission, core values, goals, and objectives are initiated, followed, and supported.
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- Ability to take initiative
- Respond to emergencies (medical, fire, rescue, alarms, disasters, etc.) within the scope of certification and under guidance of current protocols, lieutenants, Acting Officer in Charge (AOIC), Medical Director, SOGs, SOPs, and Chief Officers.
- Understand building construction and fire behavior, knowledge of appropriate training standards, and hazardous material response
- Operate, check, and maintain fire, medical, and general equipment, apparatus, and facilities.
- Safely operate all emergency response vehicles within department SOGs, SOPs, and any applicable local, state, or federal regulations.
- Complete and properly file the required records and reports for the department in a timely manner as deemed by the Chief Officers (i.e. including but not limited to fire, inspections, medical records and reports).
- Communication with the use of radio, portable telephone, or other electronic devices and apps.
- Participates in training, drills, demonstrations, and courses in emergency medical care, firefighting and other emergency techniques and skills to maintain certifications and competencies
- Participate in quality assurance programs.

- Effective and professional communication with the public, personnel, neighboring agencies, dispatch, law enforcement, hospital staff, or anyone that contact is made.
- Ability to solve problems with sound judgment and a systematic approach to making decisions with several abstract and concrete variables using logical and scientific thinking.
- Community relations, education, and risk reduction activities to improve community safety and maintain a positive public image of the department (i.e. including but not limited to tours, visits, and public education).
- Understand and adhere to all department SOGs, SOPs, policies, verbal and written directives, and all applicable local, state, and federal laws for operations.
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- To always operate with the safety of themselves, coworkers, and the public in mind.
- Participate in precepting, mentoring, and instructing, including but not limited to current personnel, new personnel, students, and those doing ride time.
- Regularly handle confidential information in a sensitive manner and follow all HIPAA regulations and department policies, procedures, and practices regarding patient privacy.
- Ensuring assignments and tasks are completed on time.
- Meet all deadlines this includes but is not limited to training, classes, payroll, time off requests.
- Regular and prompt attendance is required.
- Other duties as assigned or apparent

PHYSICAL AND ENVIRONMENTAL CHARACTERISTICS

Physical Characteristics of the Job:

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Hazards and Working Conditions:

The work is performed both inside and outside and can include hazardous work conditions. The list includes but is not limited to the worker being exposed to darkness, poor lighting and bright lights; fumes/odors/chemicals; isolation, moving machinery, noise, visual strain, unprotected heights, wearing a respirator, working on uneven ground, mechanical hazards, biological hazards; medical and bodily injury; traffic, fire, and electrical hazards; and exposure to violent behavior. Also, the work may expose the employee to significant work pace pressure, and irregular hours.

EQUIPMENT AND MATERIALS USED

This includes but not limited to emergency response trucks, attachments, cars, light trucks, air compressor, pumps, saws, grinder, ladder, pick-ax, generator, chains, extension cords, measuring equipment, hazardous chemicals and materials, computer hardware and software, hoses, oils, traffic control equipment, MSDS documentation, City of Clive Code of Ordinances, Code of Iowa, Iowa DNR Rules, Iowa EMS Rules, International Fire Code, NFPA Standards, Federal Register, Employee Handbook, calculator, photographic equipment, fax machine, photocopier, telephone, mobile and portable radios.

EDUCATION, TRAINING, AND EXPERIENCE

Education Required:

High school diploma, HiSET (formerly known as GED), or high school equivalency diploma

Training Required

Paramedic certification through the State of Iowa or RN candidates meeting all requirements established by the Department Medical Director and applicable Iowa EMS regulations.

Firefighter I certified and Hazardous Material Operations Level certification as recognized by the State of Iowa.

Obtain Firefighter II certification within the timeframe established by Department policy or collective bargaining agreement, if applicable.

Experience Required:

1 year Paramedic

1 year firefighting

RN candidates must meet all requirements established by the Department Medical Director and applicable Iowa EMS regulations, including EMT certification and at least one year of emergency room or critical care experience.

Required Qualifications

- Must be at least 18 years of age
- Must pass the Central Iowa Fire and EMS Testing Consortium physical ability test or equivalent.
- Must pass the Central Iowa Fire and EMS Testing Consortium written test with 70% or higher.
- Must successfully complete a post-offer medical/fitness-for-duty examination conducted in accordance with applicable federal and state law.
- Must meet City of Clive's residency requirement.
- Must possess and maintain a valid driver's license in accordance with City of Clive 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 reasonable accommodation for a qualified individual.

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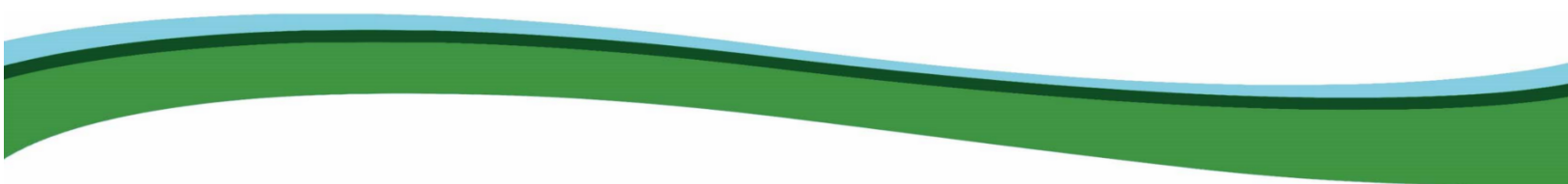
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- Wearing an SCBA, which includes a demand valve-type positive-pressure face piece and HEPA filter masks, which require the ability to tolerate increased respiratory workloads.
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- Climbing six or 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).
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- 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.
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- Ability to communicate (give and comprehend verbal orders) while wearing personal protective ensembles and SCBA under conditions of high background noise, poor visibility, and 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.



POSITION

Paramedic – Full Time

DEPARTMENT

Fire

FLSA CLASSIFICATION

Non-Exempt

FACILITY AND WORK AREA

Clive Fire Department Response District and Clive Fire Station

**JOB SUMMARY**

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- Participate in quality assurance programs.
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- Ability to solve problems with sound judgment and a systematic approach to making decisions with several abstract and concrete variables using logical and scientific thinking.
- Community relations, education, and risk reduction activities to improve community safety and maintain a

positive public image of the department (i.e. including but not limited to tours, visits, and public education).

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- Meet all deadlines this includes but is not limited to training, classes, payroll, time off requests.
- Regular and prompt attendance is required.
- Other duties as assigned or apparent

PHYSICAL AND ENVIRONMENTAL CHARACTERISTICS

Physical Characteristics of the Job

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EDUCATION, TRAINING

Education Required:

High school diploma, HiSET (formerly known as GED), or high school equivalency diploma

Training Required

Paramedic certification through the State of Iowa

OR

RN exemption cleared through Medical Director

Current ACLS & BLS

Experience Required

1 year Paramedic

RN candidates must meet all requirements established by the Department Medical Director and applicable Iowa EMS regulations, including EMT certification and at least one year of emergency room or critical care experience.

Required Qualifications

- Must be at least 18 years of age
- Must pass the Central Iowa Fire and EMS Testing Consortium physical ability test or equivalent.
- Must pass the Central Iowa Fire and EMS Testing Consortium written test with 70% or higher.
- Must successfully complete a post-offer medical/fitness-for-duty examination conducted in accordance with applicable federal and state law.
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POSITION

EMT – Full Time

DEPARTMENT

Fire

FLSA CLASSIFICATION

Non-Exempt

**FACILITY AND WORK AREA**

Clive Fire Department Response District and Clive Fire Station

JOB SUMMARY

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This position can be classified as heavy work and could require the following but not limited to exertion of 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 be forced to push, pull, or lift extremely heavy objects such as a human or a motor vehicle. Must be able to climb, balance, stoop, kneel, crawl, reach, stand, and walk. Must be able to effectively communicate verbally and in writing in English sufficient to safely perform essential job duties and comply with emergency response, documentation, and patient care requirements.

Hazards and Working Conditions

The work is performed both inside and outside and can include hazardous work conditions. The list includes but is not limited to the worker being exposed to darkness, poor lighting and bright lights; fumes/odors/chemicals; isolation, moving machinery, noise, visual strain, unprotected heights, wearing a respirator, working on uneven ground, mechanical hazards, biological hazards; medical and bodily injury; traffic, fire, and electrical hazards; and exposure to violent behavior. Also, the work may expose the employee to significant work pace pressure, and irregular hours.

EQUIPMENT AND MATERIALS USED

This includes but not limited to emergency response trucks, attachments, cars/light trucks, air compressor, pumps, saws, grinder, ladder, pick-ax, generator, chains, extension cords, measuring equipment, hazardous chemicals and materials, computer hardware and software, hoses, oils, traffic control equipment, MSDS documentation, City of Clive Code of Ordinances, Code of Iowa, Iowa DNR Rules, Iowa EMS Rules, locally adopted Fire Code(s), International Fire Code, NFPA Standards, Federal Register, Personnel Policy Manual, typewriter, calculator, photographic equipment, fax machine, photocopier, telephone, computers, iPads, mobile and portable radios.

EDUCATION, TRAINING

Education Required:

High school diploma, HiSET (formerly known as GED), or high school equivalency diploma

Training Required

EMT certified through the State of Iowa

Experience Required

1 year EMT

Required Qualifications

- Must be at least 18 years of age
- Must pass the Central Iowa Fire and EMS Testing Consortium physical ability test or equivalent.
- Must pass the Central Iowa Fire and EMS Testing Consortium written test with 70% or higher.
- Must successfully complete a post-offer medical/fitness-for-duty examination conducted in accordance with applicable federal and state law.
- Must meet City of Clive's residency requirement.
- Must possess and maintain a valid driver's license in accordance with the City of Clive's 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 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.



Memo

TO: Mayor and Council members

FROM: Mela Nisic, Human Resources Specialist

DATE: June 11, 2026

RE: Approve Pay Rate - Rob Harris - Full-Time Fire Lieutenant -
\$106,000/year - Effective 06/29/2026

SYNOPSIS:

The City of Clive is pleased to recommend the appointment of Rob Harris to the position of Fire Lieutenant.

Rob has served with the Urbandale Fire Department since 2011 and currently serves as a Driver/Engineer and Acting Officer in Charge. Throughout his career, he has demonstrated strong leadership, operational expertise, and a commitment to public safety.

Rob holds a Bachelor of Science degree in Fire Administration and Fire Investigation from Columbia Southern University and earned his Paramedic Certification through Mercy College of Health Sciences. His combination of education, experience, and leadership abilities has prepared him well for the responsibilities of a Fire Lieutenant.

Following a competitive promotional process, staff recommends Rob's appointment to the position of Fire Lieutenant with the City of Clive Fire Department.

Attachments:

1. Offer Letter R Harris
2. Resume R Harris
3. Fire Lieutenant Job Description



MEMO

To: Rob Harris
From: Matt McQuillen, City Manager
Date: June 3, 2026
Re: Employment Offer

I am pleased to offer you the opportunity to become the next Fire Department Lieutenant for the City of Clive. This offer is contingent upon successful completion of a drug screen, physical capacity assessment, and an extensive background check. Pending your acceptance of this conditional offer, it is anticipated that a recommendation for appointment will be presented to the City Council on June 11, 2026. As a non-union employee, your employment will be governed by applicable City policies and the current version of the Clive Employee Handbook. In summary, the following is proposed:

Proposed Start Date:	June 29, 2026
Beginning Salary:	\$38.46/Hourly / \$106,000 Salary
Employment Status:	Full-time Non-Exempt
Direct Supervisor:	Rebecca Morris, Assistant Chief of Operations

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 welcoming you to the City of Clive Fire Department Team and hope your employment experience will be enjoyable and rewarding.

Robert Harris
Robert Harris (Jun 4, 2026 08:33:14 CDT)

Rob Harris

06/04/26

Date

Matt McQuillen
Matt McQuillen (Jun 3, 2026 18:14:03 EDT)

Matt McQuillen, City Manager

06/03/26

Date

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



City of Clive (IA) Fire Lieutenant

CLASS CODE	FDLIEUTENANT	SALARY	\$94,168.72 - \$126,673.00 Annually
ESTABLISHED DATE	November 10, 2021	REVISION DATE	May 14, 2026

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.

EMPLOYMENT STANDARDS AND QUALIFICATIONS

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.

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.

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.

Other Requirements

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.

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, and 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: Mark Rehberg, Captain / Operations Commander

DATE: June 11, 2026

RE: 1st Consideration of Proposed Ordinance 1178 Amending Title 6, Chapter 7, Personal Transportation and Mobility Devices

SYNOPSIS:

This is the first consideration of an amended ordinance to address trail safety and etiquette, as well as update existing regulations concerning bicycles, electric low-speed bicycles, E-Motos, and electric devices of any type that may be used on city streets, sidewalks, multi-use trails, and/or public and private property. This item was identified during Strategic Planning for FY2026.

Due to the significant revisions made following discussions with bicycle groups, legal counsel, and the Police Department, staff recommends restarting the ordinance process at first reading to allow Council to consider the revised proposal in its entirety.

Attachments:

1. Scooter final update 2nd reading
2. Most recent Clean Version - redline main
3. Final Final Clean 06042026



To: Mayor and Council
From: Mark Rehberg, Chief of Police
Date: June 5, 2026
Subj: AMMENDED BICYCLE ORDINANCE

Mayor and Council,

On May 22nd, Pete and I had an opportunity to meet with the Des Moines Street Collective and Bike Iowa in regards to proposed language to our ordinance developed for electronic device's and ammendments to bicycle regulations in Clive. That meeting was productive and they provided input for several items that I included into this, hopefully final, rendition of the ordinance ammendment.

Many of the changes just cleaned up some language.

Under 6-7-2 Definitions, we added an E-Moto definition, and properly alphabetized everything.

6-7-4 was Changed in title from Signals to Obedience to Traffic Control Devices.

6-7-5 Improper riding was removed and incorporated within 6-7-9 Responsible Riding. Additionally I added a paragraph on Handsignals and two additional definions for clarification from the Iowa Code. Those cover Electric Personal Assistive Mobilty Devices and Class 3 Low-Speed Bicycles, which have an age restriction on them.

The largest add on is 6-7-11 Motor Vehicle Operations, which is inline with Waukee and gives consistency from city to city. This section covers motor vehicle operators duties while driving around bicyclists, other pedestrians, etc.

There are no prohibitions preventing cyclists from riding in the street, and as I mentioned at the last meeting, the section requiring the use of a bike lane or trail adjacent to the street in greater than 25 MPH zones was removed.

As you may have seen over the course of the last two weeks, we have had in increase in e-moto incidents and injuries.

While heavily geared towards regulation of e-devices, the safety component for all street, sidewalk and trail users is the primary focus. I have left the 20 MPH speed limit on all trails. While there is one section of trail along Hickman where higher speeds can be achieved, I feel like we still need to maintain some level of control based on the useage and multiple modes of travel that utilize the



trail system. This also gives us consistency between Waukee and Clive and provides a guide for the next community that approaches this issue.

SRO Severin will be starting some voluntary clinic for parents and children at the Clive Public Safety Center where we can discuss safe riding, what can be used and where to use them. She will also be working with her counterparts across the WDMCS to further the education of this topic.

We have also gotten some earned media to get the message out and Clive is active in the Ride Safe and Smart campaign that rolled out recently.

We are at a point where the second reading is set. I do not think the changes made will require us to revert back to a first reading, unless the council feels compelled to do that. City Legal has reviewed this final document and changes they suggested were included throughout this process.

I would be happy to answer any additional questions you might have, but moving forward staff recommends moving ahead with the second reading, with the third reading and adoption scheduled for the council on June 25th.

Thank you in advance.

A handwritten signature in blue ink, appearing to be "M. Rehberg".

Chief Rehberg

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

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

SECTION 1. CHAPTER TITLE AMENDED.

Title 6, Chapter 7 of the Code of Ordinances of the City of Clive, Iowa, 2024, currently entitled “Bicycle Regulations and Registration,” is hereby amended and retitled “Personal Transportation and Mobility Devices.”

SECTION 2. CHAPTER REPLACED.

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

CHAPTER 7
PERSONAL TRANSPORTATION AND MOBILITY DEVICES

6-7-1 PURPOSE.

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

6-7-2 DEFINITIONS.

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

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

(Code of Iowa, Sec. 321.1.(40)(c))
2. **“Bicycle lane”** means a portion of a street designed for exclusive or preferential use by people using bicycles, electric scooters, or personal transportation devices. Bicycle lanes are distinguished from the portion of the street used for motor vehicle traffic by physical barriers, striping, marking, or other similar device.
3. **“E-Moto or Electric Motorcycle” means a motor vehicle having a saddle or seat for the use of a rider, with a motor that produces more than 750 watts, ~~having no~~ with or**

without pedals, designed to travel on not more than three wheels in contact with the ground, and capable of operating at speeds greater than thirty-nine miles per hour on level ground unassisted by human power, but excluding a motorized bicycle.

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

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

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

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

8. **“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~~ **an E-Moto or Electric Motorcycle**, but excluding a

tractor, **an autocycle, a low-speed electric bicycle**, and a motorized bicycle. ~~This definition includes electric motorcycles capable of speeds greater than thirty miles per hour.~~

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

9. **“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))

10. **“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))

11. **“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.

12. **“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.

13. **“Pedestrian”** means a person afoot or a person using a pedestrian conveyance.

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

14. **“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, **foot-powered scooter, electric scooter, skates** 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))

15. **“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~~ **pedestrian conveyance, or, low-speed electric**

bicycles, other power-driven mobility devices (OPDMD) defined in this section.;
~~skateboards, and skates. Personal Transportation Device does not include an E-~~
~~Moto, electric motorcycle, motorized bicycle, motor vehicle, or motorcycle.~~

16. **"Roadway"** means that portion of a highway improved, designed, or ordinarily used for vehicular travel.

(Code of Iowa, Sec. 321.1(65))

17. ~~**"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))*~~

18. **"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. **a paved surface, separate from the street, in the right-of-way less than eight feet (8') in width under the jurisdiction and control of the local political subdivision thereof for use primarily by pedestrians.**

19. **"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.

20. **"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 321.1(78))

21. **"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 TRAFFIC CONTROL DEVICES.

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 5 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, **if equipped**, or otherwise maintaining reasonable control of the device.

6-7-7 6 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 7 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 and E-Motos shall not be operated on public sidewalks or multi-use trails.
- c. A person shall not operate a Personal Transportation Device on a ~~bicycle lane~~, multi-use trail or public sidewalk in excess of the posted or applicable speed limit, or if there is no posted or applicable speed limit, twenty miles per hour.
- d. OPDMDs may be operated by persons with mobility impairments on sidewalks, provided such use does not damage City infrastructure or create a safety hazard.
- e. **Public Land:** Personal Transportation Devices, E-Motos 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 8 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. ~~Bicycles 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. E-Motos, Electric Motorcycles and Motorized Bicycles are subject to registration, licensure, titling, inspection, and proof of financial liability coverage provisions of Code of Iowa, Chapter 321.
- 4. No personal transportation device shall be equipped with or use a siren or whistle, except bicycles or other personal transportation devices operated by peace officers in the performance of official duties.
- 5. **Lights and Reflectors.**
 - a. Every ~~Personal Transportation Device~~ bicycle, electric personal assistive mobility device, and electric scooter 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.~~

- b. 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 6-7-9 RESPONSIBLE RIDING.

1. Emerging from Alley or Driveway.

The operator of a Personal Transportation Device emerging from an **private roadway**, alley, **multi-use** trail, sidewalk, driveway or building shall **stop such PTD immediately prior to driving onto the sidewalk area, and** upon approaching a sidewalk or the sidewalk area extending across any alleyway, yield the right-of-way to all pedestrians approaching on said sidewalk or sidewalk area, and upon entering the roadway shall yield the right-of-way to all vehicles **or other users of Personal Transportation Devices** present or approaching on said roadway, **unless such intersection is controlled by a traffic control device, in which case the user shall obey the traffic control device.**

(adapted from Code of Iowa, Sec. 321.353)

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

2. Bicycle Lanes Improper Riding.

~~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.~~

- a. **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.**
- b. **This section does not apply to the use of a personal transportation device in a parade or special event authorized by the City.**

3. Clinging to Vehicles.

No person shall attach themselves or a **personal transportation** device to any moving vehicle.

4. Following Emergency Vehicles.

No person shall follow within five hundred feet of an emergency vehicle responding to an emergency.

5. Parking.

No **personal transportation device** shall be parked or left on a sidewalk or **multi-use trail** in a manner that obstructs an **ADA compliant** pedestrian **traffic path**.

6. Reckless Operation.

No person shall operate a personal transportation device with willful or wanton disregard for the safety of persons or property.

7. 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.

8. Hand Signals.

Riders of Personal Transportation Devices may, but shall not be required to, signal their turning movements and stopping with their hands and arms as follows:

- a. Left Turn - left hand and arm extended horizontally to the left.
- b. Right turn - left hand and arm extended upward to the left or right hand and arm extended horizontally to the right.
- c. Stopping or slowing - left hand and arm extended downward.

9. Electric Personal Assistive Mobility Devices.

A person under the age of sixteen shall not operate an electric personal assistive mobility device.

(Code of Iowa, Sec. 321.235A)

10. Class 3 Low-Speed Electric Bicycles.

A person under the age of sixteen shall not operate a class 3 low-speed electric bicycle. A person under the age of sixteen may ride as a passenger on a class 3 low-speed electric bicycle.

(Code of Iowa, Sec. 321.235B[6])

~~6-7-11~~ 6-7-10 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 **using** 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)

~~6-7-11~~ MOTOR VEHICLE OPERATIONS

1. **Bicycle lane right-of-way.** Operators of all motor vehicles shall yield the right-of-way to Personal Transportation Devices in a designated bicycle lane and shall not operate a motor vehicle within a bicycle lane, unless provisions of law establish other requirements and regulations at intersections and other places affecting such bicycle lanes, then such other provision of law shall control. No person shall drive a motor vehicle in a bicycle lane established on a roadway or street except as follows:

A. To prepare for a turn within a distance of 200 feet from the intersection.

2. **Lateral Passing Distance.** The driver of a motor vehicle overtaking a Personal Transportation Device that is traveling on a paved shoulder or in a bicycle lane, should

give at least three feet of lateral passing distance between the outside of the vehicle and the rider and device.

- 3. Opening Doors.** No person shall open any door of a motor vehicle located on a roadway or street without first taking precaution to ensure that this action does not interfere with the movement of traffic or endanger any other person or vehicle. In addition, no person shall leave open any door of a motor vehicle located on a roadway for a period of time longer than necessary to load or unload passengers or cargo.
- 4. Yield to persons in crosswalks.** The driver of a motor vehicle shall yield right-of-way, slowing down or stopping if need be to so yield, to a pedestrian or person dismounted from a Personal Transportation Device, or a person mounted on a Personal Transportation Device within any marked crosswalk or unmarked crosswalk at an intersection.
- 5. Parking.** Drivers of motor vehicles shall not park in bicycle lanes, Trails, or multi-use trails.

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

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 up to four wheels and having at least one saddle or seat for the use of a rider which is propelled by human power.
 - b. A low-speed electric bicycle.

(Code of Iowa, Sec. 321.1.(40)(c)
2. **“Bicycle lane”** means a portion of a street designed for exclusive or preferential use by people using bicycles, electric scooters, or personal transportation devices. Bicycle lanes are distinguished from the portion of the street used for motor vehicle traffic by physical barriers, striping, marking, or other similar device.
3. **“E-Moto or Electric Motorcycle”** means a motor vehicle having a saddle or seat for the use of a rider, with a motor that produces more than 750 watts, with or without pedals, designed to travel on not more than three wheels in contact with the ground, and capable of operating at speeds greater than thirty-nine miles per hour on level ground unassisted by human power, but excluding a motorized bicycle.

4. **“Electric 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. **“Electric scooter”** means a device weighing less than one hundred pounds that is equipped with two, or three wheels, with handlebars, with or without a seat or saddle, and an electric motor, and which is powered by the rider and/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.
6. **“Low-speed electric bicycle”** means a device equipped with a saddle or seat for the use of a rider, having up to four 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. 321.1(36A) and 321.235B)

7. **“Motorcycle”** means every motor vehicle having a saddle or seat for the use of the rider and designed to travel on not more than three wheels in contact with the ground, including an E-Moto or Electric Motorcycle, but excluding a tractor, an autocycle, a low-speed electric bicycle, and a motorized bicycle.

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

8. **“Motorized bicycle”** means a motor vehicle having a saddle or seat for the use of a rider, designed to travel on not more than three wheels in contact with the ground, and not capable of operating at a speed in excess of thirty-nine miles per hour on level ground unassisted by human power, but excluding a low-speed electric bicycle.

Motorized bicycles also include those devices with an electric motor having more than seven hundred fifty (750) watts of power.

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

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

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

10. **“Multi-use trail”** means a way or place, the use of which is controlled by the City as an owner of real property, or under the control of the City by easement, designated by the multi-use recreational trail maps as approved by resolution of the Council. A multi-use trail shall not be considered a street or highway.

11. **“Other power-driven mobility device (OPDMD)”** means any mobility device powered by batteries, fuel, or other engines that are used by individuals with mobility restrictions for the purpose of locomotion, including electric personal assistive mobility devices or any mobility device designed to operate in areas without defined pedestrian routes, but that is not a wheelchair or golf cart.

12. **“Pedestrian”** means a person afoot or a person using a pedestrian conveyance.

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

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

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

14. **“Personal transportation device”** means any pedestrian conveyance, or, other power-driven mobility devices (OPDMD) defined in this section. Personal Transportation Device does not include an E-Moto, electric motorcycle, motorized bicycle, motor vehicle, or motorcycle.

15. **“Roadway”** means that portion of a highway improved, designed, or ordinarily used for vehicular travel.

(Code of Iowa, Sec. 321.1(65))

16. **“Sidewalk”** means a paved surface, separate from the street, in the right-of-way less than eight feet (8') in width under the jurisdiction and control of the local political subdivision thereof for use primarily by 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. **“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 321.1(78))

19. **“Vehicle”** means every device in, upon, or by which any person or property is or may be transported or drawn upon a highway. “Vehicle” does not include:
 - a. Any device moved by human power.
 - b. Any device used exclusively upon stationary rails or tracks.
 - c. Any personal delivery device operated pursuant to Iowa Code Chapter 321O.
 - d. Any integral part of another vehicle which is incapable of independently transporting persons or property.

(Code of Iowa, Sec. 321.1(90))

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

6-7-3 STOPPING.

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

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

6-7-4 OBEDIENCE TO TRAFFIC CONTROL DEVICES.

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 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, if equipped, or otherwise maintaining reasonable control of the device.

6-7-6 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.

6-7-7 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 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.
- c. 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 and E-Motos shall not be operated on public sidewalks or multi-use trails.
- c. A person shall not operate a Personal Transportation Device on a multi-use trail or public sidewalk in excess of the posted or applicable speed limit, or if there is no posted or applicable speed limit, twenty miles per hour.
- d. OPDMDs may be operated by persons with mobility impairments on sidewalks, provided such use does not damage City infrastructure or create a safety hazard.
- e. **Public Land:** Personal Transportation Devices, E-Motos and Motorized Bicycles are prohibited from being operated upon any public land owned by the City where signs explicitly prohibit such operation.

6-7-8 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. Bicycles and pedestrian conveyances are not subject to registration, titling, inspection, or proof of financial liability requirements under Iowa Code Chapter 321.
3. E-Motos, Electric Motorcycles and Motorized Bicycles are subject to registration, licensure, titling, inspection, and proof of financial liability coverage provisions of Code of Iowa, Chapter 321.

4. No personal transportation device shall be equipped with or use a siren or whistle, except bicycles or other personal transportation devices operated by peace officers in the performance of official duties.

5. Lights and Reflectors.

- a. Every bicycle, electric personal assistive mobility device, and electric scooter 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. 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.

6-7-9 RESPONSIBLE RIDING.

1. Emerging from Alley or Driveway.

The operator of a Personal Transportation Device emerging from an private roadway, alley, multi-use trail, sidewalk, driveway or building shall stop such PTD immediately prior to driving onto the sidewalk area, and upon approaching a sidewalk or the sidewalk area extending across any alleyway, yield the right-of-way to all pedestrians approaching on said sidewalk or sidewalk area, and upon entering the roadway shall yield the right-of-way to all vehicles or other users of Personal Transportation Devices present or approaching on said roadway, unless such intersection is controlled by a traffic control device, in which case the user shall obey the traffic control device.

(adapted from Code of Iowa, Sec. 321.353)

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

3. Improper Riding.

- a. 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.

- b. This section does not apply to the use of a personal transportation device in a parade or special event authorized by the City.

4. Clinging to Vehicles.

No person shall attach themselves or a personal transportation 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 personal transportation device shall be parked or left on a sidewalk or multi-use trail in a manner that obstructs an ADA compliant pedestrian traffic path.

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.

9. Hand Signals.

Riders of Personal Transportation Devices may, but shall not be required to, signal their turning movements and stopping with their hands and arms as follows:

- a. Left Turn - left hand and arm extended horizontally to the left.
- b. Right turn - left hand and arm extended upward to the left or right hand and arm extended horizontally to the right.
- c. Stopping or slowing - left hand and arm extended downward.

10. Electric Personal Assistive Mobility Devices.

A person under the age of sixteen shall not operate an electric personal assistive mobility device.

(Code of Iowa, Sec. 321.235A)

11. Class 3 Low-Speed Electric Bicycles.

A person under the age of sixteen shall not operate a class 3 low-speed electric bicycle. A person under the age of sixteen may ride as a passenger on a class 3 low-speed electric bicycle.

(Code of Iowa, Sec. 321.235B[6])

6-7-10 ACTIONS AGAINST PERSONAL TRANSPORTATION DEVICES.

- 1. A person operating a motor vehicle shall not steer the motor vehicle unreasonably close to or toward a 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 pedestrian or a person using 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)

6-7-11 MOTOR VEHICLE OPERATIONS

1. **Bicycle lane right-of-way.** Operators of all motor vehicles shall yield the right-of-way to Personal Transportation Devices in a designated bicycle lane and shall not operate a motor vehicle within a bicycle lane, unless provisions of law establish other requirements and regulations at intersections and other places affecting such bicycle lanes, then such other provision of law shall control. No person shall drive a motor vehicle in a bicycle lane established on a roadway or street except as follows:
 - a. To prepare for a turn within a distance of 200 feet from the intersection.
2. **Lateral Passing Distance.** The driver of a motor vehicle overtaking a Personal Transportation Device that is traveling on a paved shoulder or in a bicycle lane, should give at least three feet of lateral passing distance between the outside of the vehicle and the rider and device.
3. **Opening Doors.** No person shall open any door of a motor vehicle located on a roadway or street without first taking precaution to ensure that this action does not interfere with the movement of traffic or endanger any other person or vehicle. In addition, no person shall leave open any door of a motor vehicle located on a roadway for a period of time longer than necessary to load or unload passengers or cargo.
4. **Yield to persons in crosswalks.** The driver of a motor vehicle shall yield right-of-way, slowing down or stopping if need be to so yield, to a pedestrian or person dismounted from a Personal Transportation Device, or a person mounted on a Personal Transportation Device within any marked crosswalk or unmarked crosswalk at an intersection.
5. **Parking.** Drivers of motor vehicles shall not park in bicycle lanes, Trails, or multi-use trails.

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 a fine of twenty-five (25) dollars and any applicable surcharges and costs.

SECTION 3. REPEALER.

All parts of the “**CODE OF ORDINANCES OF THE CITY OF CLIVE, IOWA, 2024**” in conflict herewith are hereby repealed.

SECTION 4. SEVERABILITY CLAUSE.

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

SECTION 5. WHEN EFFECTIVE.

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

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

Matthew D. Graham, City Clerk

John Edwards, Mayor

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

Matthew D. Graham, City Clerk

John Edwards, Mayor

Officially published on the ____ day of _____ 2026.

CERTIFIED BY:

Matthew D. Graham, City Clerk



Memo

TO: Mayor and Council members

FROM: Amanda Grutzmacher, Senior Planner

DATE: June 11, 2026

RE: Site Plan - Ivory Lotus Therapy - 16360 Sheridan Ave

SYNOPSIS:

Asmir Besic, on behalf of Ivory Lotus Therapy, is requesting approval of a site plan for a new office building at 16360 Sheridan Avenue. The proposed building is approximately 4,500 square feet and has two tenant spaces, both of which will be occupied upon completion. The attached staff report has additional information about the project.

Due to impacts from flooding at the Harbach Center, staff was delayed in returning review comments. As such, the applicant is still addressing the latest stormwater management comments; however, staff feels comfortable that the outstanding comments will not impact the site layout and resolution of the comments can be administratively approved on a final submittal of the plan documents. The applicant is intending to utilize geothermal and identification of the geothermal well locations may result in a site plan amendment if there are conflicts to be addressed.

Planning and Zoning Commission considered the site plan at their meeting on June 2, 2026, and unanimously recommended approval. Staff recommends approval of the site plan subject to resolution of the staff comment letter originally dated March 2, 2026, and most recently amended May 29, 2026.

Attachments:

1. Staff Report and Attachments
2. Site Plan



Staff Report

TO: Planning and Zoning Commission members

FROM:

Amanda Grutzmacher, Senior Planner

DATE: June 2, 2026

RE: Site Plan - Ivory Lotus Therapy - 16360 Sheridan Ave

GENERAL INFORMATION

Applicant: Asmir Besic on behalf of Ivory Lotus Therapy

Requested Action: Approval of site plan

Location: 16360 Sheridan Ave

Lot 14, Berkshire Commons Office Park Plat 1

LAND USES & ZONING			
Location	Existing Land Use	Land Use Plan Designation	Current Zoning
Subject Property	Vacant	Commercial - Employment	C-3
North	Office	Commercial - Employment	C-3
East	Vacant	Commercial - Employment	C-3
South	Vacant	Commercial - Employment	C-3
West	Office	Commercial - Employment	C-3

CASE HISTORY

1994 - Annexation approved

2001 - Rezoning to C-3

2001 - Berkshire Commons Office Park Preliminary and Final Plats approved

BACKGROUND

The subject property is part of the Berkshire Commons Office Park that originally developed in 2001. Since that time, the office park has slowly built out and now contains nine professional office buildings and eleven vacant lots. The subject property is approximately 0.448 acres and is currently undeveloped other than a portion of the shared parking lot drive aisle.

ANALYSIS

Building Design & Site Lighting

Consistent with the approved development plan and covenant restrictions, the proposed building is 4,486 square feet (4,500 square foot maximum permitted). The building is designed with a typical residential style roof at a 5/12 and 8/12 pitch. The exterior materials are primarily stone veneer meeting the minimum Development Standards Manual requirements, and accent materials including vertical metal siding accent wall near the front entrance and wood beams.

The site lighting is largely in conformance with the Development Standards Manual targets. In this case, the site is small and was designed as part of an office park with shared parking and drive aisle configuration, which makes full compliance with the photometric statistics targets very challenging without potential significant impacts to the overall office park layout and circulation. The lighting standards were written as targets rather than strict requirements due to these types of site challenges.

Site Layout & Circulation

The proposed site layout is consistent with the development plan. The Berkshire Commons Office Park is designed to have shared ingress/egress and parking drive aisles. Staff anticipates the site will primarily be accessed from the Sheridan Avenue shared driveway connection but an additional connection is also provided from Holcomb Ct. With future development on the property to the east, the drive aisle will be extended. The site will add 17 parking spaces, including one van accessible parking stall. Development of the subject property requires installation of a portion of the drive aisle on the property to the south (16363 Holcomb Ct.) and the property owners are in process of completing an easement agreement. A sidewalk connection is provided to Sheridan Avenue.

Landscaping & Stormwater Management

The site is required to plant 8 trees, which have been provided. Foundation plantings are provided around the majority of the building perimeter. An area near the front entry has been reserved for seasonal landscaping, which may be incorporated into some therapy sessions.

The applicant is still addressing comments related to stormwater management design due to delay in staff comment response caused by flooding; however, the outstanding comments are not anticipated to have an aesthetic or layout impact on the site plan. Detention requirements have been satisfied in an off-site regional detention basin. The site will address water quality volume and channel protection volume within a bio-swale located along the Sheridan Avenue frontage. The site will address recharge volume through soil quality restoration.

Utilities

Existing water and sanitary service connections are provided near Sheridan Avenue. The applicant intends to utilize geothermal and the well locations are still being determined. Staff does not anticipate significant impacts on the site layout and will work with the applicant to make necessary adjustments to conflicts, e.g. planting locations. In the event of a significant change to the site, a site plan amendment would be brought forward for consideration.

PUBLIC COMMENT

Notice was sent to the surrounding property owners within 310-feet of the subject site on May 21, 2026. To date, staff has received general inquiries, but nothing in writing has been submitted.

STAFF RECOMMENDATION

Staff recommends approval subject to resolution of all items outlined in the staff

comment letter originally dated March 2, 2026, and most recently amended May 29, 2026.

Attachments:

1. Outstanding Comments Letter
2. Notice Letter and Mail Labels
3. Site Plan 05-26-26
4. Site Photometrics
5. Architectural Plans
6. Retaining Wall Form Liner



May 29, 2026

Asmir Besic
9523 Heightsview Drive
West Des Moines, IA 50266

Re: 16360 SHERIDAN AVE - Ivory Lotus Mental Health - Site Plan

The Community Development Department is in receipt of an application for Site Plan for the proposed Ivory Lotus Mental Health located at 16360 SHERIDAN AVE. Based on the review of the provided submittal materials, staff have the following comments:

Architectural and Building Specifications:

1. Please update the note indicating 2.5' of exposed foundation wall on the grading page. The Architectural Submission shows 2 feet of stone veneer being installed from the top of the exposed foundation to grade.

Dimension Plan:

1. Staff understands geothermal well locations are still being determined. If the well locations are not able to be determined prior to Council consideration of the site plan, a site plan amendment may be required once additional information is provided.
2. Staff understands an ingress/egress and private storm sewer easement between the property and Lot 2 Berkshire Commons Office Park Plat 2 (16363 Holcomb Ct) is in process. A copy of the executed easement must be received prior to issuance of building permits.
3. Staff recommends documenting the ingress/egress easement between the property and Lot 15 Berkshire Commons Office Park Plat 2 (16400 Sheridan Ave) in a standalone easement document. The covenants establish the requirement for each lot to provide ingress/egress within the development; however, clarifying the maintenance obligations while the pavement is still in good condition may prevent future concerns. Staff recommends reaching out to Denise Richardson, Operations Manager at Weissenburger Investments, at denise.a.richardson@lpl.com.

Landscape Plan:

1. Please remove the Flame Amur call out from the landscaping plan. Please remove the Honey Locust call out on the landscaping plan, provide the correlating schedule reference or list the single honeylocust in the landscaping schedule.

Stormwater Management Plan:

1. There are two P-6 pipes on sheet C6. Give them each a unique identifier. Once identified, add the missing pipes in the "Pipe Listing (All Nodes)" portion of the model. In that same section, update the out-invert of BS-1 to match the planset
2. Please add the following missing items:
 - a. a summary table of the minimum and maximum pipe velocities (to ensure cleaning velocity and scour protection)
 - b. intake capacity calculation
 - c. further detail on scour mat at O-1 (outlet velocity, shear strength of proposed scour mat)
 - d. pipe capacity (can be copied from model nodes list with columns added for missing information)
3. The SWMP narrative says impervious area is $1798 + 4486 + 6246 = 12,530$ but the site plan cover lists 13,254. Reconcile these numbers so that they match.
4. The proposed condition rainfall values and storm type are not consistent with the manual.

If SCS Type II distribution is used, the 24-hour rainfall depths for the storms are:

1 - 3.33"
2 - 3.81"
5 - 4.7"
100 - 11.88"

If the 6-hour temporal distribution for midwestern states is used, the 6-hour rainfall depths for the storms are:

1 - 2.56"
2 - 2.94"
5 - 3.68"
100 - 7.48"

Either change your storm type to the 6-hr Temporal Distribution for Midwestern States, or change the duration to 24 hours and the rainfall depths to the 24-hour depths. The temporal distribution is not a Type II SCS distribution.

5. When model discrepancies are resolved, please contact the Water Resources Engineer to discuss retention time (515) 867-5128. This can be prior to the time of full package resubmittal as long as a status print of sheet C6 and the updated model outputs are provided 24 hours ahead of time. Discussion may include review of the following: Summary for Pond BS-1, bioretention configuration, and network placement.
6. Update construction detail for bioretention to include depth and composition (% topsoil, sand, and compost) of amended soil.
7. The requirements for safe conveyance of the 100-year event still apply. Please identify the overflow route. The overflow route shall demonstrate that there are adequate flow paths via storm sewers, easements, or ROW for conveyance to the receiving stream corridor (the regional detention area north of 2675 Berkshire Parkway. Attached for reference is a map showing topo, storm utility, and flowage/detention easements.
8. A stormwater facilities maintenance agreement and permanent easement is required for the stormwater management facilities. Staff will provide a template to be completed with the appropriate practices and legal description.

9. For the stormwater BMP maintenance plan: The maintenance plan needs to be a standalone document containing a checklist and a map that can be used by a future site manager or landscaper. You may use the plan content of Sheet C6 for the map, but it must be legible at the intended layman's print scale (presumably 8.5" x 11"). For the plan set notes related to maintenance: Fix the syntax such that the instruction is clear: Remove erroneous question marks, add in the appropriate hyphens on ranges, remove the "if provided" since you are showing the subdrain as provided. Label the vegetated area to be inspected, or add note to refer to the landscape sheet. If referring to the landscape sheet, add a hatch to the landscape sheet to indicate where the bioretention seed mix is to be applied (and later inspected/maintained).

Utility Plan:

1. Add a clearly identifiable call out for the critical crossings.
2. Fix CL-2 and CL-3 rim elevations to ensure they are not below finished grade of paving.

Based on the satisfactory resolution of the above items and resubmittal of the Site Plan prior to , it is anticipated that the project would be placed on the 06/02/2026, Planning and Zoning Commission agenda. Please feel free to contact me on the portal or at 515-223-6221 if you have questions or need additional information.

Sincerely,

Amanda Grutzmacher

Senior Planner



May 21, 2026

Re: 16360 SHERIDAN AVE - Ivory Lotus Mental Health

Dear Property Owner:

Asmir Besic, on behalf of Ivory Lotus Mental Health, has submitted a Site Plan to the City of Clive to construct a new office building located at 16360 Sheridan Ave.

The Clive Planning and Zoning Commission will tentatively receive public input on this application during their meeting at 5:30 p.m., Jun 02, 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 City's meeting portal at <https://cliveia.portal.civicclerk.com/>.

As a neighboring property owner, you are being notified and invited to present your views concerning this application, either verbally by virtually attending the meeting, or in writing. Written comments must be received by the City prior to the Planning and Zoning Commission meeting. Written comments should be addressed to the City of Clive, City Planner, 1900 NW 114th Street, Clive, IA 50325 or by email at the address below.

Following the Planning and Zoning Commission's review and recommendation, the City Council will make a determination on this application. The public meeting has been tentatively scheduled for 6:00 p.m., on Jun 11, 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 City's meeting portal at <https://cliveia.portal.civicclerk.com/>.

If you know of any interested parties who have not received a copy of this letter, we would appreciate it if you would inform them of the time, date and place of the Planning and Zoning Commission's meeting and City Council's meeting. If you have any questions concerning this application or if you would like additional information, please call the Community Development Department at (515) 223-6221.

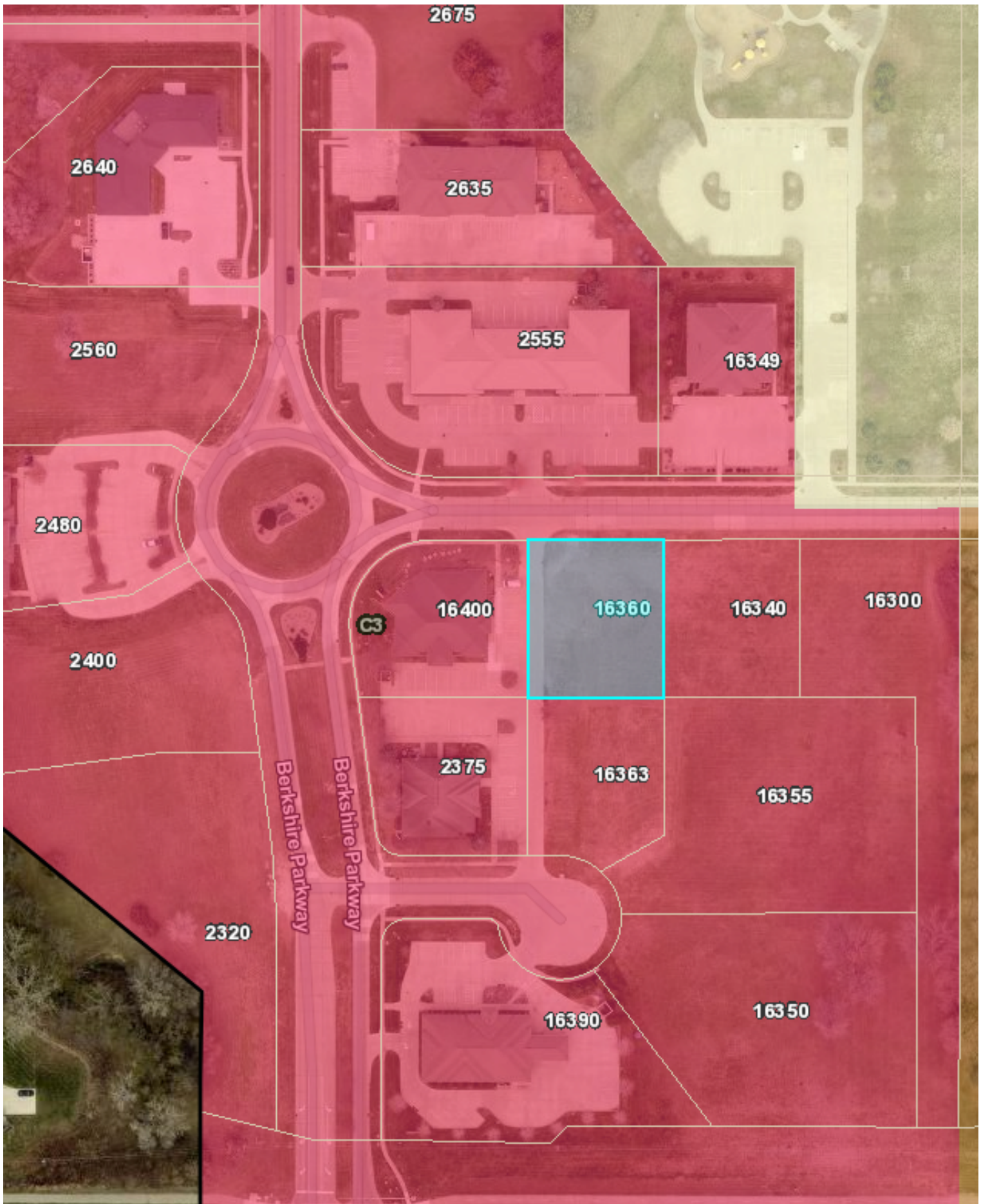
Sincerely,

A handwritten signature in cursive script that reads "Amanda Grutzmacher". Below the signature is a small, faint rectangular stamp.

Amanda Grutzmacher

AGRUTZMACHER@CITYOFCLIVE.COM

LOCATION MAP



ADDA PROPERTIES LLC
14121 LAKEVIEW DR
CLIVE, IA 50325

ALBRIGHT, JAY & DEBRA LIVING TRUST
ALBRIGHT, JAY HENRY TRUSTEE
2379 NW 163RD STREET
CLIVE, IA 50325

BERKSHIRE DENTAL
2375 BERKSHIRE PKWY
CLIVE, IA 50325

BERKSHIRE OFFICE, LLC
4701 121ST ST
URBANDALE, IA 50323

C & S COMMERCIAL, LLC
4704 154TH ST
URBANDALE, IA 50323

DICKSON, DAVID K & BONNIE V
2410 NW 163RD ST
CLIVE, IA 50325-4641

FREEBURG, JEDD & JANELL JTRS
2380 NW 163RD ST
CLIVE, IA 50325

IC2DM LLC
115 IOWA AVE
IOWA CITY, IA 52240

KONRAD, LYLE H & SHELLEY KAY
REVOCABLE TRUST
2413 NW 163RD
CLIVE, IA 50325

KREMERS, JANET L
2383 NW 163RD ST
CLIVE, IA 50325

LUANA SAVINGS BANK
100 HARVEST DR
LUANA, IA 52156

MARCINKO, RUDOLPH F REVOCABLE
TRUST U/A/D 02/07/2000
2422 NW 163RD ST
CLIVE, IA 50325-4641

MCCLELLAN, CATHLEEN M
2396 NW 163RD ST
CLIVE, IA 50325

MYERS, ANN & DANIEL
2376 NW 163RD ST
CLIVE, IA 50325-4640

NC INVESTMENTS, LLC
400 BAYHILL CIR
NORTH SIOUX CITY, SD 57049-5092

THE NEUMEYER, JO ANN K REVOCABLE
TRUST
2401 NW 163RD ST
CLIVE, IA 50325

NORTON, MARY L
2390 NW 163RD ST
CLIVE, IA 50325

PAJAZETOVIC, JASMINA
225 NE DARTMOOR DR STE 300
WAUKEE, IA 50263

PARK SIDE TOWNHOMES ASSOCIATION
1350 NW 138TH ST STE 500
CLIVE, IA 50325

PIRKLE, WILLIAM & KRUSE, MANDILA
2373 NW 163RD ST
CLIVE, IA 50325

ROSE, MICHAEL THOMAS
2389 NORTHWEST 163RD ST
CLIVE, IA 50325

SCHRECK, JAMES & SHARPE, NANCY
2429 NW 163RD ST
CLIVE, IA 50325

SUPPES, GEORGE & GEORGIEANNA
2386 NW 163RD ST
CLIVE, IA 50325

TOLLIVER, MICHAEL & CYNTHIA
2393 NW 163RD ST
CLIVE, IA 50325

TORSTENSON, TED & TAMMY FAMILY
TRUST
2404 NW 163RD ST
CLIVE, IA 50325-4641

TWO PEDS AND A POD LC
2555 BERKSHIRE PARKWAY
CLIVE, IA 50325

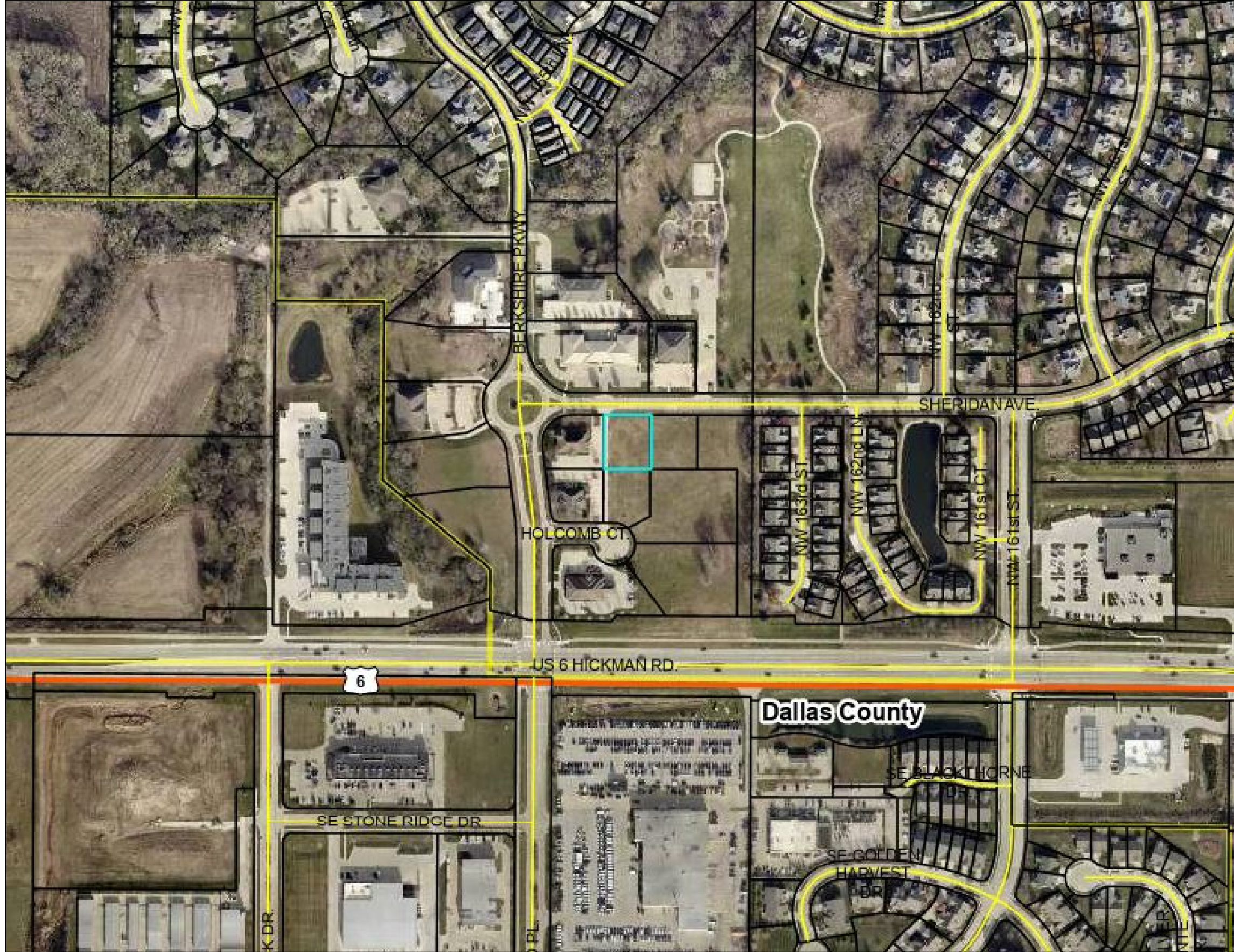
VOLK, TANNER K & LISA M JTRS
2416 NW 163RD ST
CLIVE, IA 50325

WEISS, LEE ALLEN & CONNIE
2421 NW 163RD ST
CLIVE, IA 50325

WEISSENBURGER REAL ESTATE LLC
16400 SHERIDAN AVE
CLIVE, IA 50325

YURGAE, PHILLIP GEORGE &
ROSEMARY ANN
2369 NW 163RD ST
CLIVE, IA 50325

Ivory Lotus Commercial Site Plan 16360 Sheridan Avenue Clive, Iowa



STANDARD CONSTRUCTION 811 NOTES

1. THE CONTRACTOR SHALL NOTIFY CALL 811 (IOWA ONE CALL / SUNSHINE 811 / APPLICABLE STATE 811 SYSTEM) A MINIMUM OF 48 72 HOURS PRIOR TO ANY EXCAVATION OR GROUND-DISTURBING ACTIVITY. DO NOT BEGIN WORK UNTIL ALL UTILITIES HAVE BEEN MARKED OR CLEARED.
2. THE CONTRACTOR IS RESPONSIBLE FOR PROTECTING ALL EXISTING UTILITIES WITHIN THE PROJECT LIMITS. ANY DAMAGE CAUSED TO EXISTING UTILITIES SHALL BE REPAIRED AT THE CONTRACTOR'S EXPENSE IMMEDIATELY AND TO THE SATISFACTION OF THE UTILITY OWNER.
3. UTILITY LOCATIONS SHOWN ON THESE PLANS ARE APPROXIMATE ONLY. ADDITIONAL BURIED LINES, SERVICES, OR ABANDONED FACILITIES MAY EXIST AND ARE NOT GUARANTEED TO BE SHOWN. THE CONTRACTOR SHALL FIELD-VERIFY ALL UTILITY LOCATIONS PRIOR TO BEGINNING CONSTRUCTION.
4. THE CONTRACTOR SHALL HAND-EXCAVATE (POTHOLE) WITHIN 5 FEET OF ANY MARKED, SUSPECTED, OR POTENTIALLY CONFLICTING UTILITY LINE TO CONFIRM LOCATION AND DEPTH BEFORE USING MECHANICAL EQUIPMENT.
5. THE CONTRACTOR SHALL MAINTAIN ALL UTILITY MARKINGS THROUGHOUT THE DURATION OF CONSTRUCTION. IF MARKINGS ARE DISTURBED, FADED, OR NO LONGER VISIBLE, THE CONTRACTOR MUST REQUEST RE-MARKING THROUGH 811 BEFORE PROCEEDING.
6. ANY REQUIRED UTILITY ADJUSTMENTS OR TEMPORARY SHUTDOWNS SHALL BE COORDINATED BY THE CONTRACTOR WITH THE AFFECTED UTILITY OWNERS A MINIMUM OF 72 HOURS IN ADVANCE.
7. THE CONTRACTOR SHALL AVOID EXCAVATION WITHIN 18 INCHES OF ANY MARKED UTILITY TOLERANCE ZONE (HORIZONTAL OR VERTICAL) WITHOUT USING SOFT-DIG TECHNIQUES (VACUUM EXCAVATION OR HAND-DIGGING).
8. IF UNEXPECTED UTILITIES ARE ENCOUNTERED, DAMAGED, OR FOUND IN A LOCATION DIFFERENT FROM THE 811 MARKINGS, THE CONTRACTOR SHALL STOP WORK IMMEDIATELY AND NOTIFY THE UTILITY OWNER AND THE ENGINEER BEFORE PROCEEDING.
9. THE CONTRACTOR SHALL PROVIDE SAFE ACCESS FOR UTILITY OWNERS AND REPRESENTATIVES AT ALL TIMES FOR INSPECTION, MAINTENANCE, OR REPAIRS DURING THE PROJECT.
10. THE CONTRACTOR SHALL NOTIFY THE ENGINEER OF RECORD IMMEDIATELY IF ANY UTILITY CONFLICT PREVENTS CONSTRUCTION AS DESIGNED. DO NOT MODIFY ALIGNMENTS, GRADES, OR LOCATIONS WITHOUT WRITTEN APPROVAL.
11. THE CONTRACTOR IS FULLY RESPONSIBLE FOR ALL COSTS ASSOCIATED WITH DAMAGE, DELAYS, OR INTERRUPTIONS CAUSED BY FAILURE TO COMPLY WITH THESE UTILITY NOTES OR 811 REQUIREMENTS.
12. ALL WORK SHALL COMPLY WITH FEDERAL, STATE, COUNTY, AND LOCAL UTILITY PROTECTION LAWS, INCLUDING OSHA TRENCH SAFETY REQUIREMENTS.
13. IF BURIED TILE, FIELD TILE, DRAIN TILE, OR UNKNOWN SUBSURFACE DRAINAGE SYSTEMS ARE ENCOUNTERED DURING EXCAVATION, THE CONTRACTOR SHALL IMMEDIATELY STOP WORK IN THAT AREA AND NOTIFY THE ENGINEER OF RECORD. THE CONTRACTOR SHALL MAINTAIN FLOW THROUGH THE TILE SYSTEM AT ALL TIMES TO PREVENT FLOODING OR BACKUP. REPLACEMENT OR REDIRECTION OF ANY TILE SHALL BE COMPLETED AT THE CONTRACTOR'S EXPENSE AND IN ACCORDANCE WITH THE ENGINEER'S DIRECTION. NO TILE SHALL BE CUT, REMOVED, OR ABANDONED WITHOUT PRIOR APPROVAL.

UTILITY LOCATION DISCLAIMER AND CONTRACTOR RESPONSIBILITY

THE UTILITY LOCATIONS ILLUSTRATED ON THESE PLANS HAVE BEEN COMPILED USING A COMBINATION OF FIELD SURVEY DATA, PUBLICLY AVAILABLE RECORDS, AND UTILITY PLANS PROVIDED BY THIRD PARTIES. SURFACE UTILITIES HAVE BEEN FIELD-LOCATED BY BISHOP ENGINEERING UNLESS OTHERWISE NOTED. ALL UNDERGROUND UTILITY LOCATIONS ARE APPROXIMATE AND FOR REFERENCE ONLY. BISHOP ENGINEERING MAKES NO WARRANTIES OR GUARANTEES REGARDING THE ACCURACY OR COMPLETENESS OF UNDERGROUND UTILITY LOCATIONS DEPICTED ON THE PLANS.

IT IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR TO VERIFY THE HORIZONTAL AND VERTICAL LOCATION OF ALL EXISTING UNDERGROUND UTILITIES PRIOR TO THE COMMENCEMENT OF ANY EXCAVATION OR CONSTRUCTION ACTIVITIES. THE CONTRACTOR SHALL ALSO ASSESS THE POTENTIAL PRESENCE OF ANY UTILITIES NOT SHOWN ON THE PLANS.

A UTILITY LOCATE REQUEST MUST BE SUBMITTED TO IOWA ONE CALL FOR IDENTIFICATION AND FIELD MARKING OF EXISTING UTILITY INFRASTRUCTURE BY THE RESPECTIVE UTILITY PROVIDERS.

- CONTRACTOR RESPONSIBILITIES:
1. UTILITY CONFLICTS MAY EXIST ACROSS THE SITE DUE TO THE INSTALLATION OF NEW UTILITIES, SITE GRADING, PAVING, AND RELATED CONSTRUCTION ACTIVITIES. KNOWN CONFLICTS HAVE BEEN NOTED ON THE PLANS FOR THE CONTRACTOR'S CONVENIENCE.
 2. THE CONTRACTOR SHALL BE FULLY RESPONSIBLE FOR IDENTIFYING AND RESOLVING ALL UTILITY CONFLICTS, INCLUDING THOSE SPECIFICALLY IDENTIFIED ON THE PLANS AND THOSE REASONABLY INFERABLE FROM THE DRAWINGS AND EXISTING FIELD CONDITIONS.

SITE ADDRESS	16360 SHERIDIAN AVENUE CLIVE, IOWA 50325
LEGAL DESCRIPTION	Lot 14 in BERKSHIRE COMMONS OFFICE PARK PLAT 1, an Official Plat #11 now included in and forming a part of the City of Clive, Dallas County, Iowa.
TITLE HOLDER	PAJAZETOVIC, JASMINA 225 NE DARTMOOR DR STE 300 WAUKEE IA 50263
PROJECT MANAGER	ASSOCIATED ENGINEERING COMPANY OF IOWA 1520 NW IRVINGDALE DRIVE, SUITE 102 ANKENY, IOWA 50023 CONTACT: VIC PIAGENTINI PHONE: (515) 255-3156 EMAIL: VICP@AECOFIOWA.COM
GENERAL PERMIT #2 & COSESCO PERMITS: GENERAL PERMIT NOT REQUIRED	
DISTURBED AREA: 0.55 ACRES (TOTAL SITE AREA=0.55 ACRES)	
HORIZONTAL/VERTICAL CONTROL	HORIZONTAL CONTROL: IOWA SOUTH, NAD 83 DATUM VERTICAL: NAVD88
AREA SUMMARY	(A) EXISTING SITE PERVIOUS 17,702 SF IMPERVIOUS 1,798 SF TOTAL SITE 19,500 SF (B) DEVELOPED SITE PERVIOUS 6,246 SF IMPERVIOUS 13,254 SF TOTAL SITE AREA 19,500 SF OPEN SPACE REQUIRED 4,875 SQ FT (25%) TOTAL PERVIOUS 6,246 SQ FT (32%) TOTAL IMPERVIOUS 13,254 SQ FT (68%) TOTAL SITE 19,500 SQ FT

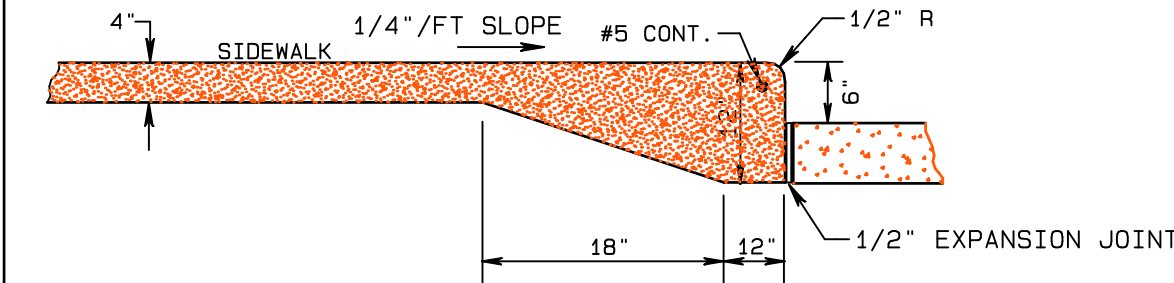
PARKING REQUIREMENTS	REQUIRED PARKING STALLS 3.0 SPACES PER 1,000 SQ FT OF GFA (4,486 SQ FT / 1,000 * 3 SPACES) = 14 STALLS PROVIDED PARKING STALLS = 15 STALLS H.C. PARKING PROVIDED = 1 STALL
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ZONING INFORMATION	ZONING: C-3 (PLANNED OFFICE PARK) FRONT YARD 25' SIDE YARD 25' REAR YARD 35' PARKING 15'
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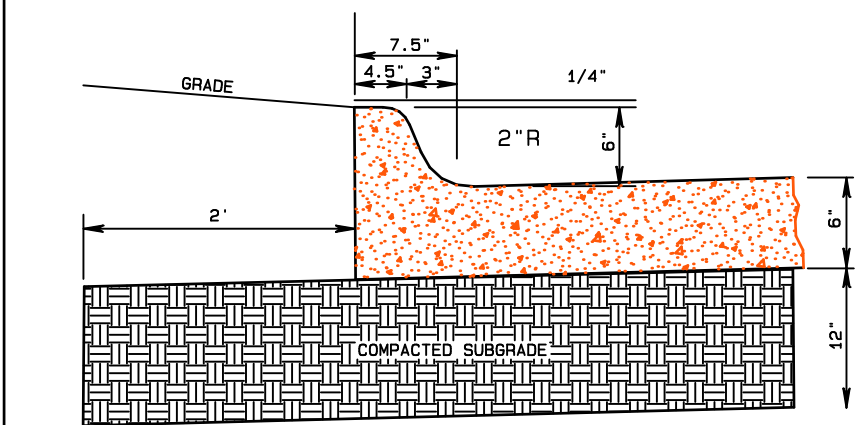
SITE USAGE	PROPOSED USAGE: PROFESSIONAL OFFICE SPACE
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IBC CLASSIFICATION	IBC REFERENCE: GROUP B (BUSINESS)
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CURB SECTION - (6" CURB 'A')

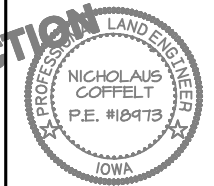


CURB SECTION - (6" CURB 'B')



LEGEND	SYMBOLS	DESCRIPTIONS
● MONUMENT FOUND AS NOTED	100	EXISTING CONTOUR
○ SET 5/8" RE-ROD W/ CAP 3/28	X	PROPOSED CONTOUR
▲ SECTION CORNER FOUND AS NOTED	—	EXISTING WATER VALVE
△ SECTION CORNER SET AS NOTED	—	PROPOSED WATER VALVE
○ SANITARY MANHOLE AS NOTED	—	EXISTING CURB INTAKE AS NOTED
○ STORM MANHOLE AS NOTED	—	PROPOSED CURB INTAKE AS NOTED
○ TRAFFIC MANHOLE AS NOTED	—	EXISTING BURIED ELECTRIC AS NOTED
○ UTILITY MANHOLE AS NOTED	—	PROPOSED BURIED ELECTRIC AS NOTED
○ PHONE MANHOLE AS NOTED	—	EXISTING OVER-HEAD ELECTRIC & UTILITIES
○ ELECTRIC MANHOLE AS NOTED	—	PROPOSED OVER-HEAD ELECTRIC & UTILITIES
○ GAS METER AS NOTED	—	EXISTING WATER MAIN AS NOTED
○ GAS VALVE AS NOTED	—	PROPOSED WATER MAIN AS NOTED
○ UTILITY POLE AS NOTED	—	EXISTING STORM SEWER AS NOTED
○ WELL AS NOTED	—	PROPOSED STORM SEWER AS NOTED
	—	EXISTING SANITARY SEWER AS NOTED
	—	PROPOSED SANITARY SEWER AS NOTED
	—	EXISTING BURIED TELEPHONE
	—	PROPOSED BURIED TELEPHONE
	—	EXISTING BURIED CABLE/UTILITIES AS NOTED
	—	PROPOSED BURIED CABLE/UTILITIES AS NOTED

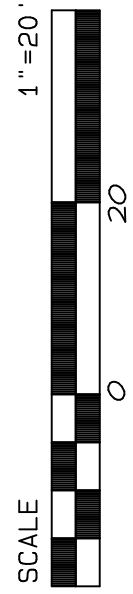
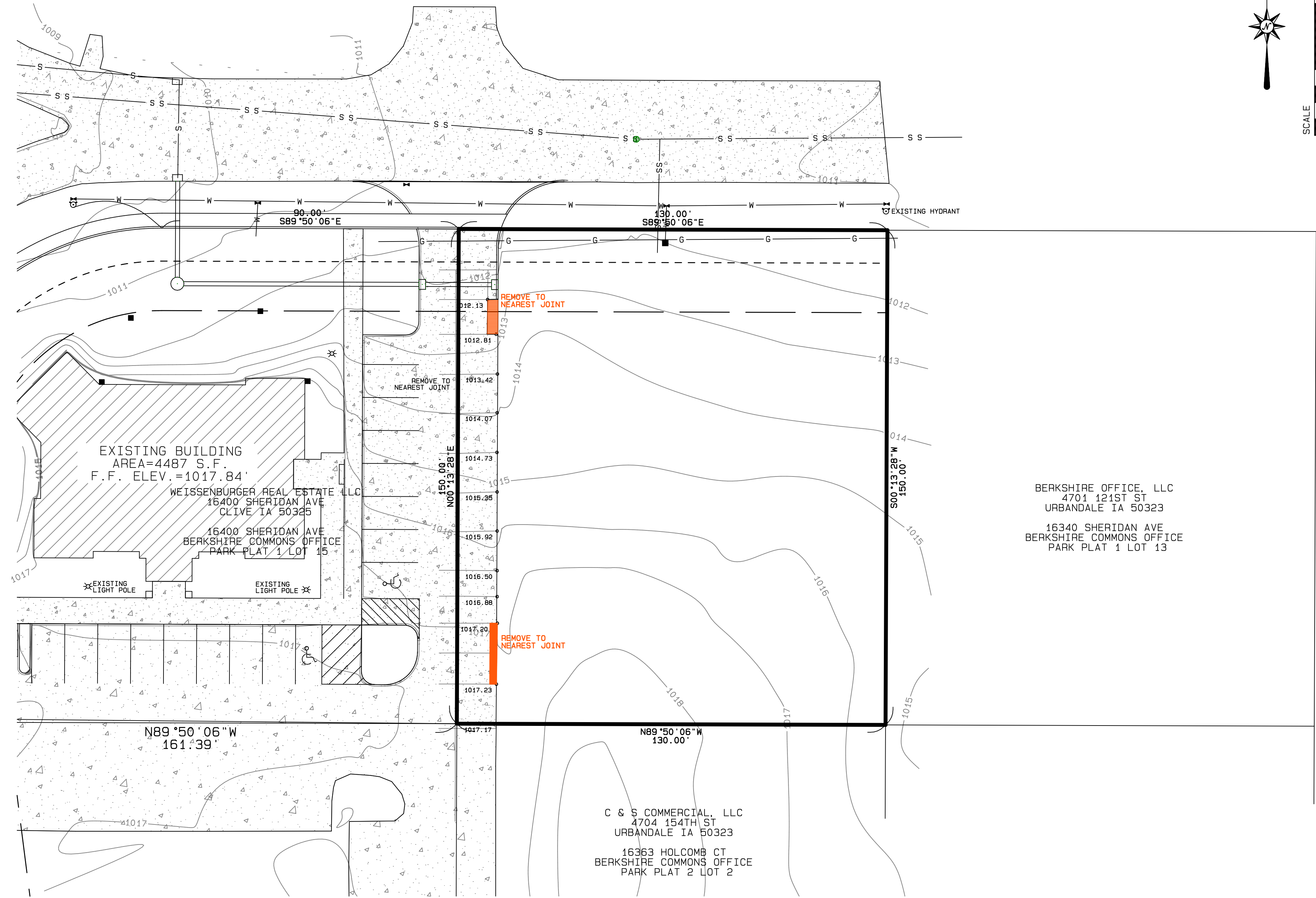
ENGINEERING CERTIFICATION	I HEREBY CERTIFY THAT THIS ENGINEERING DOCUMENT WAS PREPARED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A LICENSED PROFESSIONAL ENGINEER IN THE STATE OF IOWA.
SIGNED: NICHOLAS GOFFELT	DATE: MAY 26, 2026
PROJECT: 16360 SHERIDAN AVENUE, CLIVE, IOWA	SCALE: AS SHOWN



IVORY LOTUS COMMERCIAL SITE PLAN

TITLE SHEET

DATE PRINTED Tue May 26, 2026
AEC #: 214686



IVORY LOTUS COMMERCIAL SITE PLAN

EXISTING SITE & DEMOLITION PLAN

ASSOCIATED ENGINEERING
COMPANY OF IOWA
500 WEST MAIN STREET
DES MOINES, IOWA 50319
PHONE (515) 255-3156

REVISIONS

C3

LEGAL DESCRIPTION (10' ELECTRIC EASEMENT)

A PART OF LOT 14 IN BERKSHIRE COMMONS OFFICE PARK PLAT 1, AN OFFICIAL PLAT ALL NOW INCLUDED IN AND FORMING A PART OF THE CITY OF CLIVE, DALLAS COUNTY, IOWA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 14; THENCE SOUTH 00°13'28" WEST, A DISTANCE OF 55.01 FEET; THENCE NORTH 89°46'32" WEST, A DISTANCE OF 10.00 FEET; THENCE NORTH 00°13'28" EAST, A DISTANCE OF 55.00 FEET; THENCE SOUTH 89°50'06" EAST, A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING, CONTAINING 0.01 ACRES, MORE OR LESS.

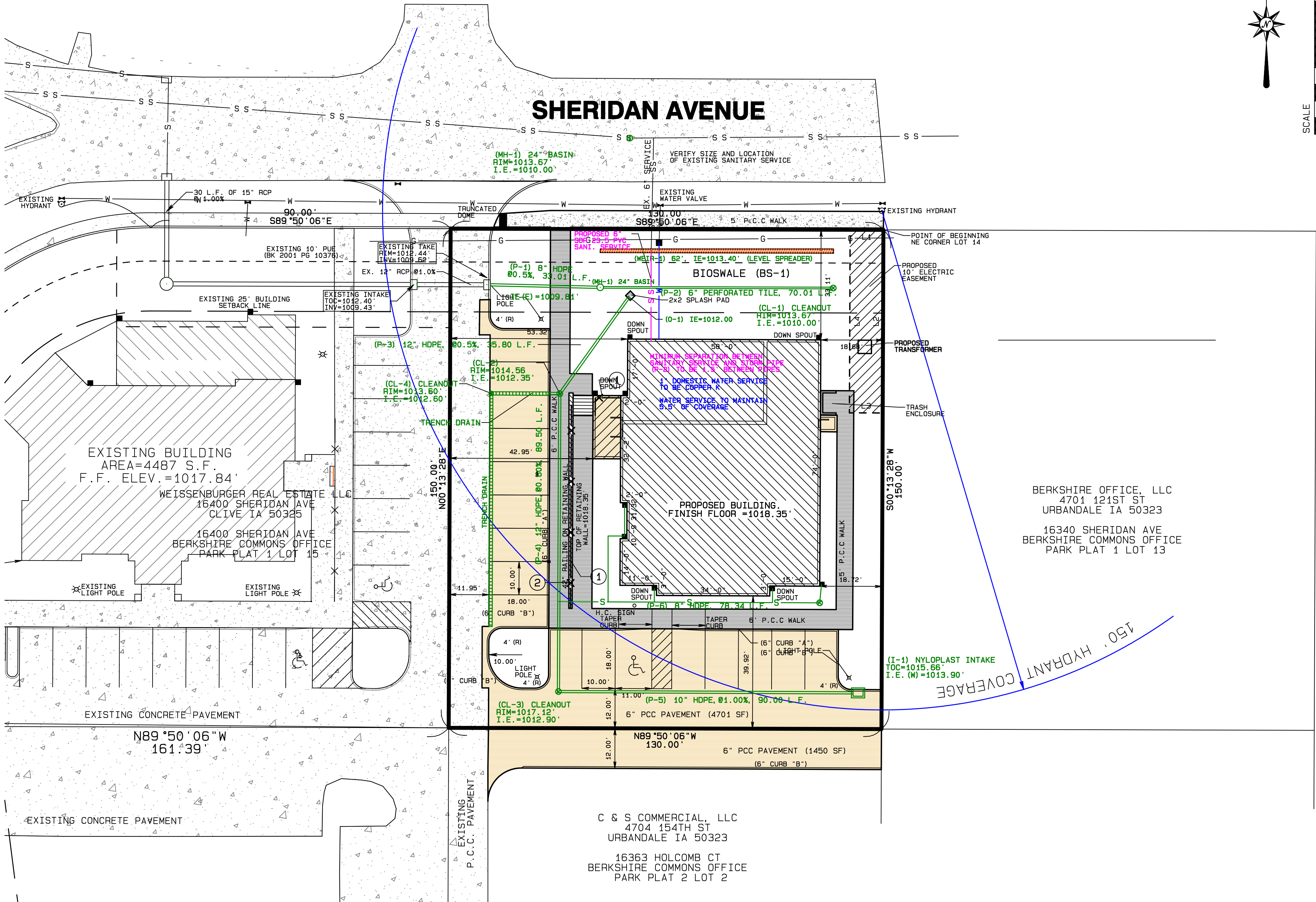
DIMENSION TABLE (UTILITY EASEMENT)		
LINE	BEARING	DISTANCE
L1	S89°50'06"E	10.00'
L2	S00°13'29"W	30.00'
L3	N89°46'32"W	10.00'
L4	N00°13'29"E	29.99'

CITY NOTES (APPENDIX D IN THE CLIVE DEVELOPMENT STANDARD MANUAL)

- ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF CLIVE S DEVELOPMENT REGULATIONS, POLICIES, AND STATEWIDE URBAN DESIGN AND STANDARDS MANUAL (SUDAS).
- ONE WEEK PRIOR TO CONSTRUCTION OF ANY PUBLIC IMPROVEMENTS, THE CONTRACTOR SHALL NOTIFY THE CITY OF CLIVE.
- THE CONTRACTOR AND DEVELOPER S ENGINEER SHALL ATTEND A REQUIRED PRECONSTRUCTION WITH THE CITY PUBLIC WORKS AND ENGINEERING DEPARTMENTS PRIOR TO COMMENCEMENT OF CONSTRUCTION.
- THE CONTRACTOR SHALL VERIFY THE LOCATION AND PROTECT ALL UTILITIES AND STRUCTURES. DAMAGE TO UTILITIES AND STRUCTURES SHALL BE REPAIRED BY THE CONTRACTOR AT THE CONTRACTOR S EXPENSE TO THE SATISFACTION OF THE CITY AND THE OWNER.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR RECORDING THE AS-BUILT LOCATION OF ALL SANITARY SEWER, SUMP AND WATER MAIN SERVICES AND VERIFYING LOCATIONS ON THE ASBUILT DRAWINGS.
- RECONNECT ANY FIELD TILE THAT IS INTERCEPTED DURING UTILITY CONSTRUCTION, LOCATION OF FIELD TILE SHALL BE NOTED ON THE AS-BUILT DRAWINGS.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR INSTALLING AND MAINTAINING TRAFFIC CONTROL IN ACCORDANCE WITH THE CURRENT VERSION OF MUTCD.
- PRIOR TO ACCEPTANCE OF THE PUBLIC IMPROVEMENTS, AS-BUILT RECORD DRAWINGS (HORIZONTAL AND VERTICAL AS-BUILT DATA IN STATE PLANE COORDINATES AND NAVD 88 DATUM) FOR ALL WATER, SANITARY SEWER, STORM SEWER PIPING AND ASSOCIATED APPURTENANCES, AND SITE GRADING WILL BE PROVIDED (VOLUME CALCULATIONS FOR ALL STORM WATER DETENTION FACILITIES SHALL ALSO BE PROVIDED).
- SIDEWALK AND DRIVEWAY APPROACH INSTALLATIONS SHALL BE INSPECTED BY THE CITY OF CLIVE FOLLOWING A MINIMUM 48-HOUR NOTICE.
- THE OWNER/CONTRACTOR SHALL REMOVE ALL DEBRIS SPILLED ON CITY OF CLIVE RIGHT-OF-WAY AND ADJOINING PROPERTY IMMEDIATELY.
- AT NO TIME SHALL EQUIPMENT, CONSTRUCTION MATERIAL AND/OR STOCKPILED FILL BE STORED ON CITY OF CLIVE RIGHT-OF-WAY.
- THE DEVELOPER IS RESPONSIBLE FOR MAINTAINING ALL EROSION AND SEDIMENTATION CONTROL DEVICES THROUGHOUT CONSTRUCTION.
- OFF-STREET PARKING AND ACCESS DRIVES SHALL BE PROVIDED PRIOR TO CONSTRUCTION FOR CREWS AND EQUIPMENT.
- ADDITIONAL EROSION AND SEDIMENTATION CONTROL DEVICES MAY BE REQUIRED BY CITY OF CLIVE INSPECTORS BASED ON ACTUAL FIELD CONDITION.
- PRIOR TO OBTAINING A CERTIFICATE OF OCCUPANCY/FINAL PLAT APPROVAL, ALL UTILITY STRUCTURES, MANHOLES, VALVES, INTAKES SHALL BE RAISED LEVEL WITH FINISH GRADE.
- ALL UTILITIES, INCLUDING ELECTRICAL AND TELEPHONE SHALL BE LOCATED UNDERGROUND.
- ALL DISTURBED AREAS SHALL BE SODDED UNLESS OTHER LANDSCAPING IS IDENTIFIED ON THE SITE PLAN.
- EXISTING LANDSCAPING SHALL BE PROTECTED WITH TEMPORARY SNOW FENCE DURING CONSTRUCTION.
- ALL TRASH DUMPSTERS SHALL BE SCREENED FROM VIEW WITH APPROVED STRUCTURE.
- ALL ROOF MOUNTED MECHANICAL UNITS AND/OR TELECOMMUNICATION DEVICES OR GROUND MOUNTED EQUIPMENT SHALL BE SCREENED FROM VIEW WITH APPROVED STRUCTURE OR LANDSCAPING.
- ALL TOPSOIL MUST MEET CLIVE POST-CONSTRUCTION STORM WATER MANUAL. TOPSOIL SHALL BE MINIMUM 4" DEPTH, MINIMUM (2, OR AS INDICATED IN SWMP)% ORGANIC CONTENT, 6.0-8.0 PH, MAXIMUM 25% FRIABLE CLAY CONTENT, AND FREE OF DEBRIS, HARD CLODS, ROOTS, SOD, STIFF CLAY, HARD PAN, AND STONES LARGER THAN 1" INCH.
- ALL TOPSOIL MUST MEED IOWA DEPARTMENT OF NATURAL RESOURCES GENERAL PERMIT #2 REQUIREMENTS TO MINIMIZE SOIL COMPACTION, DEFINED AS WORKING THE SOIL PRIOR TO SEEDING/SODDING SUCH THAT A PENETROMETER CAN BE INSERTED INTO THE UPPER 6" INCHES WITH LESS FORCE THAN 200 PSI, AS AN ALTERNATIVE TO THE PENETROMETER TEST, A SOIL WITH BULK DENSITY LESS THAN 1.49 GRAMS/CUBIC CENTIMETER SHALL BE DEEMED COMPLIANT WITH THIS REQUIREMENT.
- NO PLANT MATERIAL SHALL BE SUBSTITUTED WITHOUT THE PRIOR WRITTEN APPROVAL OF THE CITY OF CLIVE.
- NO CHANGES TO THE APPROVED PLAN MAY BE MADE WITHOUT THE PRIOR WRITTEN APPROVAL OF THE CITY OF CLIVE.
- CONTRACTOR, FINANCING AND/OR PROJECT IDENTIFICATION SIGNS SHALL NOT BE INSTALLED ON THE CITY OF CLIVE RIGHT-OF-WAY.
- VALVES INCLUDED IN STORMWATER MANAGEMENT FACILITIES SHALL BE CLOSED AT THE TIME OF FINAL INSPECTION AND ISSUANCE OF CERTIFICATE OF OCCUPANCY/APPROVAL OF FINAL PLAT.

PUBLIC UTILITY NOTE

PLEASE BE ADVISED THE PROPOSED WEIR (LEVEL SPREADER) IS LOCATED WITHIN THE PUBLIC UTILITY EASEMENT. STRUCTURES MAY BE CONSTRUCTED IN THE PUE; HOWEVER, DAMAGES OR REMOVALS CAUSED BY EASEMENT ACCESS MAY REQUIRE RESTORATION BY THE PROPERTY OWNER. GENERALLY, THE PUES ARE FOR NON-CITY UTILITIES, E.G. ELECTRIC, GAS, FIBER.



- RAILINGS AND HANDRAILS
- HANDRAILS SHALL BE PROVIDED ON BOTH SIDES OF THE STEPS ADJACENT TO THE FRONT STOOP.
 - A 42-INCH-HIGH GUARDRAIL SHALL BE INSTALLED ALONG THE TOP OF THE RETAINING WALL LOCATED ON THE WEST SIDE OF THE BUILDING.
 - A 42-INCH-HIGH GUARDRAIL SHALL BE INSTALLED ALONG THE NORTH AND WEST SIDES OF THE WEST ENTRANCE LANDING.
 - REFER TO THE ARCHITECTURAL DRAWINGS FOR GUARDRAIL AND HANDRAIL DESIGN DETAILS AND SPECIFICATIONS.

- RAILINGS ON WEST SIDE OF BUILDING
BRAND OF RAILINGS: WESTBURY
<https://biggerspecialties.com/products/railing/ada-handrail/>
- POURED CONCRETE WALL WITH FORM LINER PATTERN (SEE EXAMPLE BELOW)



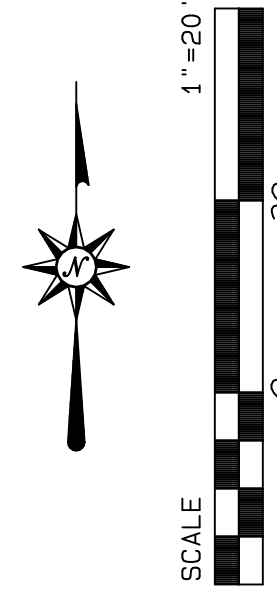
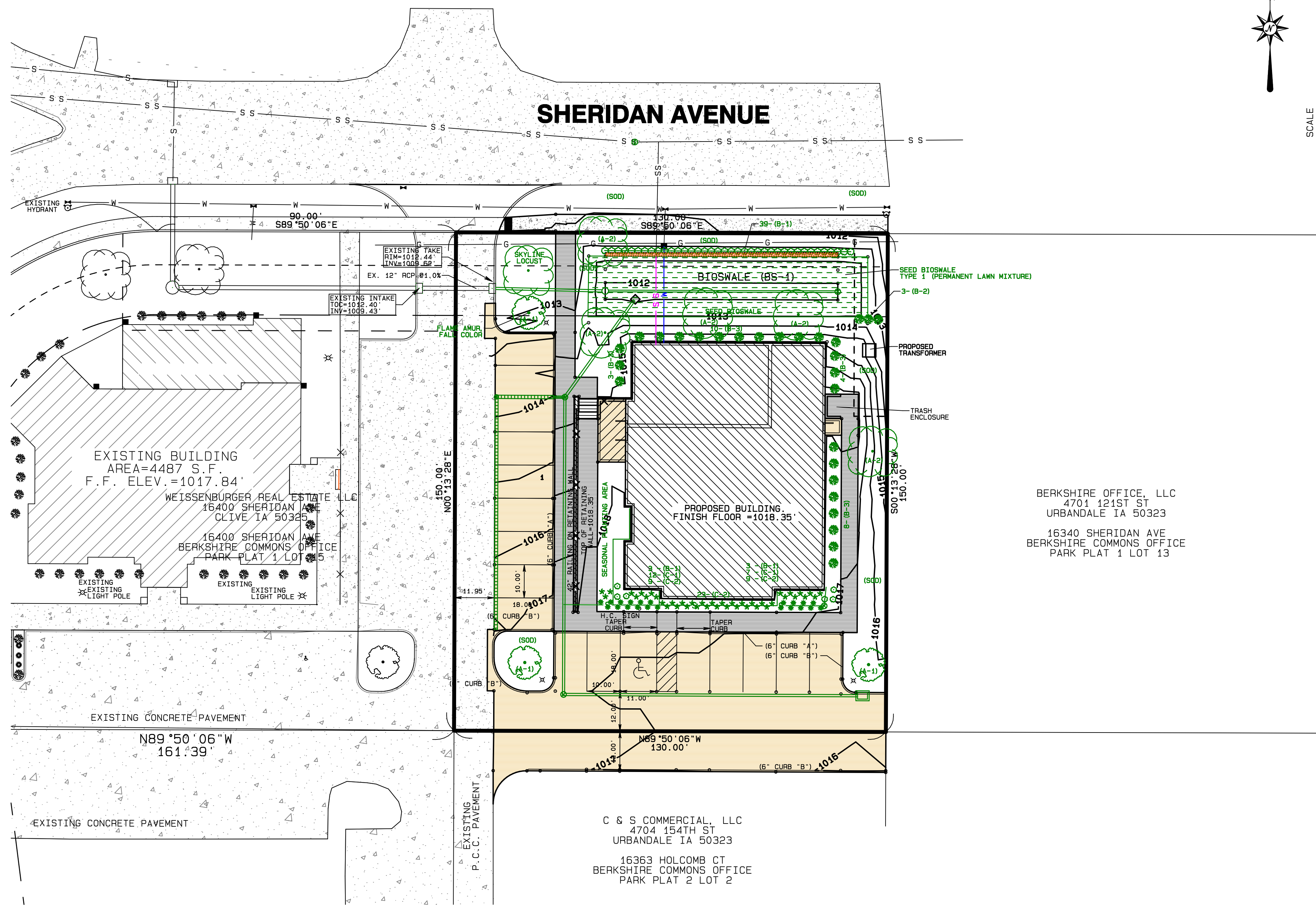
IVORY LOTUS COMMERCIAL SITE PLAN

DIMENSIONING

ASSOCIATED ENGINEERING
COMPANY OF IOWA
701 N. UNIVERSITY AVE., SUITE 102, ANKENY, IOWA 50023
PHONE (515) 255-3156

REVISIONS

DATE PRINTED
Tue May 26, 2026
AEC #: 214686



BERKSHIRE OFFICE, LLC
4701 121ST ST
URBANDALE IA 50323

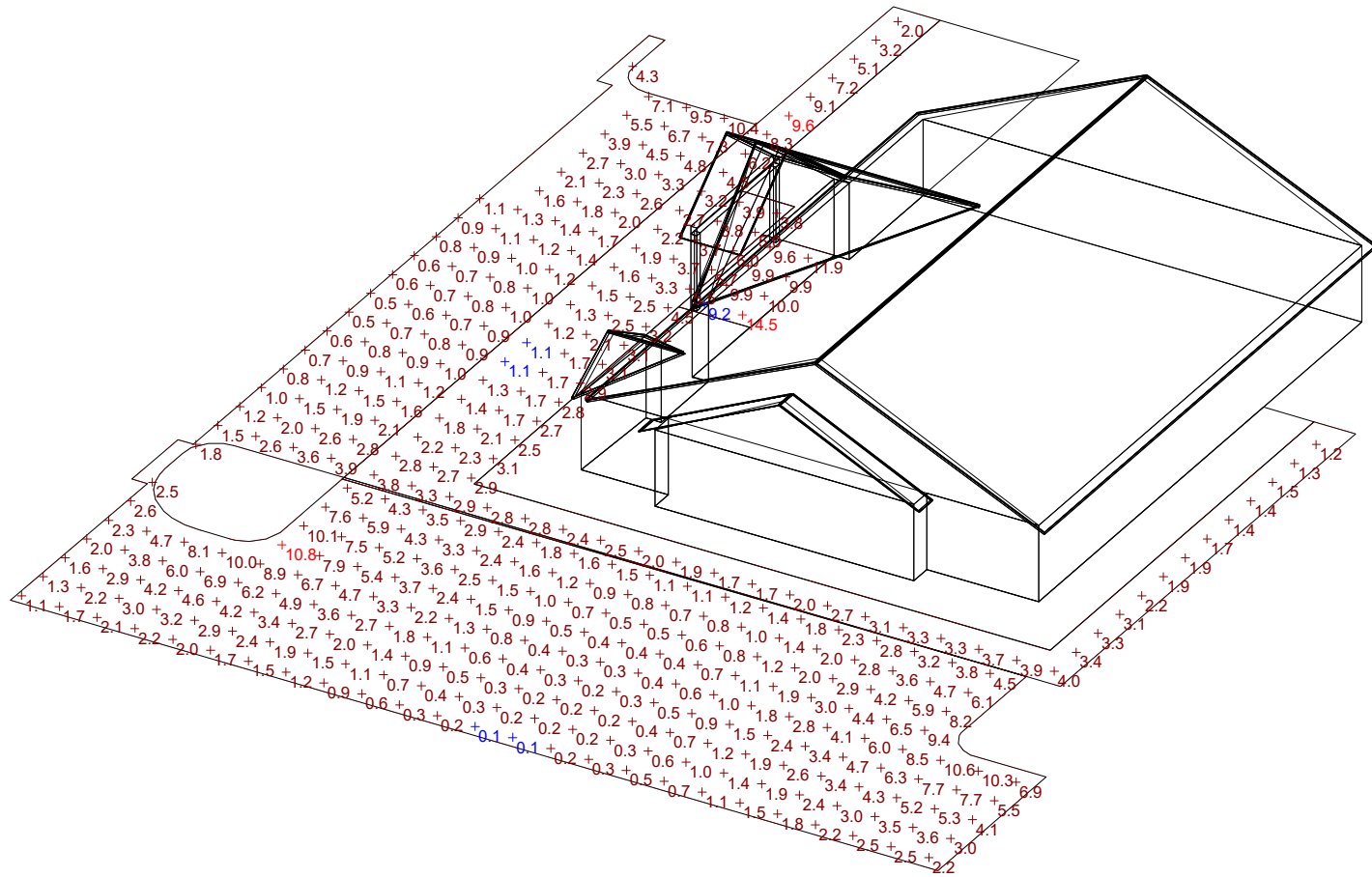
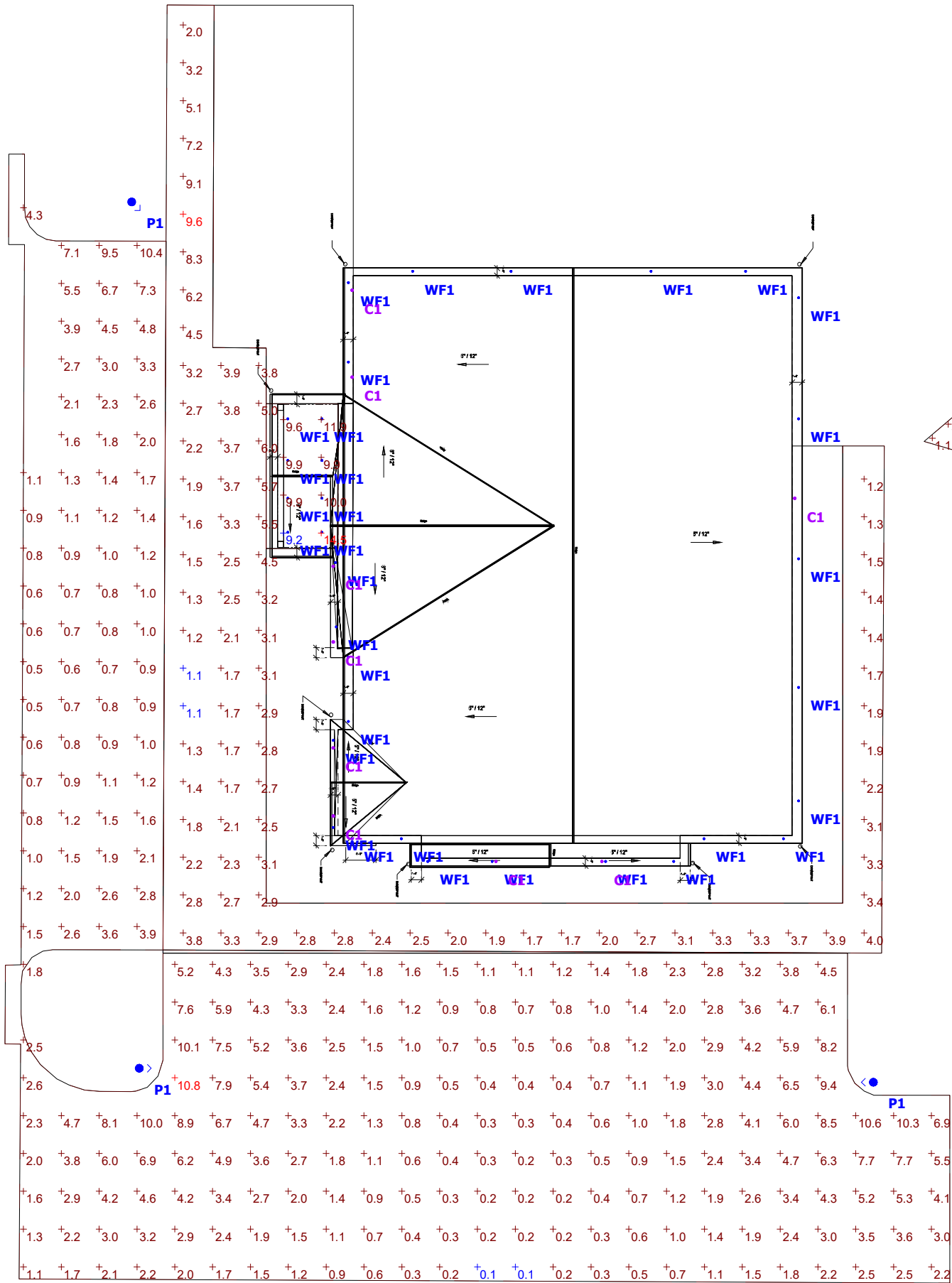
16340 SHERIDAN AVE
BERKSHIRE COMMONS OFFICE
PARK PLAT 1 LOT 13

C & S COMMERCIAL, LLC
4704 154TH ST
URBANDALE IA 50323

16363 HOLCOMB CT
BERKSHIRE COMMONS OFFICE
PARK PLAT 2 LOT 2

LABEL	COMMON NAME	SCIENTIFIC NAME	SIZE AT PLANTING	QUANTITY
(A-1)	TRIDENT MAPLE	Acer buergerianum	2.5-inch CALIPER	3 EACH
(A-2)	KENTUCKY COFFEE TREE	Gymnocladus dioica	2.5-inch CALIPER	5 EACH
(B-1)	KARL FORESTER	Calamagrostis acutiflora	GALLON	45 EACH
(B-2)	YELLOW TWIG DOGWOOD	Cornus sericea 'Flaviramea'	GALLON	3 EACH
(B-3)	GOULDMOUND CARPET SPIREA	Spiraea x bumalda 'Goldmound'	GALLON	24 EACH
(C-1)	DAYLILIES	Hemerocallis	GALLON	19 EACH
(C-2)	HOSTA	genus Hosta	GALLON	41 EACH

REQUIRED TREES
1.5 TREE PER 1,000 SF OR REQUIRED OPEN SPACE
(4,750 SF / 1,000 SF) x 1.5 TREES = 8 TREES REQUIRED



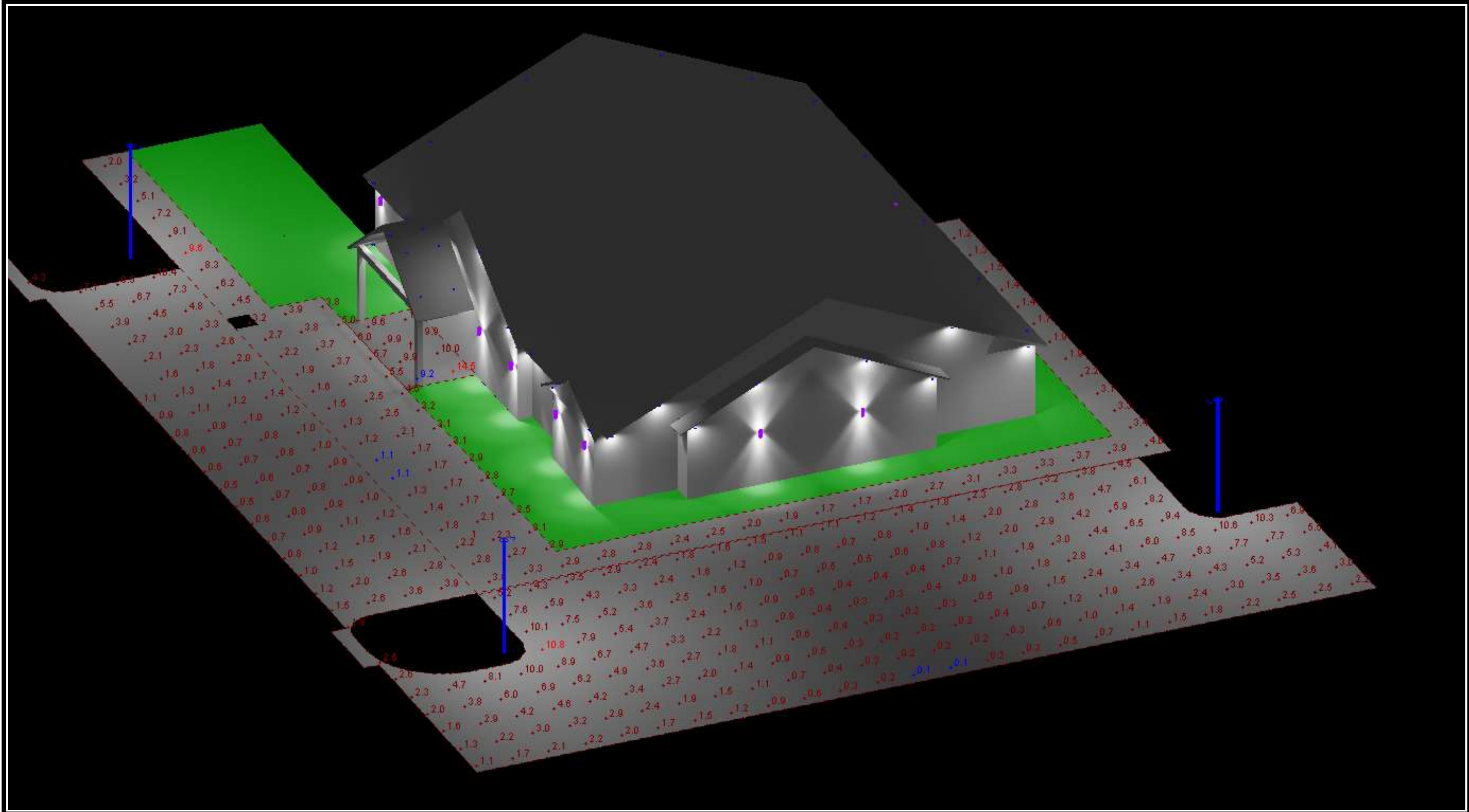
South East View

Statistics				
Description	Symbol	Avg	Max	Min
Entry	+	10.6 fc	14.5 fc	9.2 fc
Parking Lot	+	2.6 fc	10.8 fc	0.1 fc
Sidewalks	+	3.0 fc	9.6 fc	1.1 fc

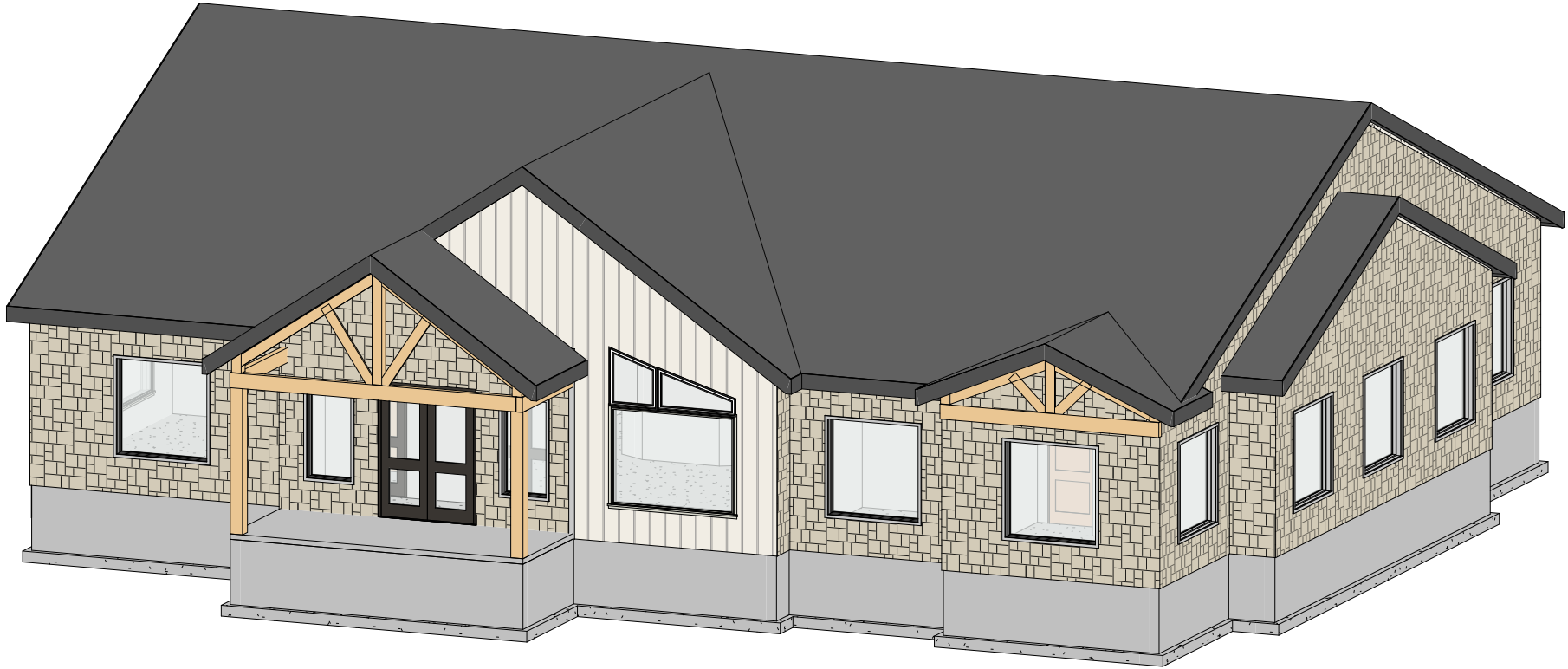
Schedule			
Symbol	Label	QTY	Catalog Number
	WF1	33	DL6RSLMZ10SCTUW
	C1	9	CD34-6WK
	P1	3	ASD-LSB5R-PRO-100BK

Designer
Jackson McGovern
Date
02/05/2026
Scale
Not to Scale
Drawing No.
1

Ivory Lotus Therapy x MinAko Homes Soffit Lighting



Designer
Jackson McGovern
Date
02/05/2026
Scale
Not to Scale
Drawing No.
1
Summary



Custom Commercial Plan
Unit A - Ivory Lotus Therapy
3544 Square Feet
Unit B
943 Square Feet

Sheet List	
Sheet No.	Name
A0.0	Cover Sheet
A1.0	General Notes
A3.0	Front Elevation
A3.1	Rear & Side Elevations
A3.2	Roof Plan
A4.1	Main Level Floor Plan
A5.0	Break Room Plan & Elevations
A5.1	Unit A - Plans & Elevations
A5.2	Unit B - Bath Plan & Elevation
A6.0	Fireplace Plan & Elevation
S1.0	Foundation Plan
S3.0	Wall Sections
S4.0	Framing Details

Area Schedule (Concrete Flatwork)	
Name	Area
Main Level Slab	4461 SF

Area Schedule (Gross Building)	
Name	Area
Unit B Area	943 SF
Unit A Area	3544 SF



Customer:
Jasmina Pajazetovic

Address:
16360 Sheridan Ave
Clive, IA 50325

Drawn by:
DDB

Preliminary Set
5/4/26

NOT FOR CONSTRUCTION

Revision Schedule		Date
Rev. No.	Description	
Cover Sheet		
A0.0		

Construction Notes

1. All footings based on 2000 psf soil capacity.
2. All exterior dimensions run from outside of sheathing to outside of sheathing, or face of foundation wall to face of foundation.
3. All Interior dimenions run from face of stud to face of stud.
4. I-joists must span requirements of the specified manufacturer.

Solid blocking or bridging provided of spans over 12' (with no more than 8' between successive runs of blocking or bridging.)
5. All exterior headers to be dbl 2x12 unless noted otherwise.
6. Verify all rough openings for windows and doors with suppliers.
7. Provide proper bearing under all headers and beams.
8. Insulate all cantilevers and blind corners and living areas over unheated areas, including tubs, showers, and fireplaces.
9. Provide solid blocking behind all handrail brackets, etc.
10. All headers and flush beams are considered below deck unless noted flush.
11. Flash and caulk all exterior doors, windows, and stoops.
12. Glue and screw all flooring
13. Adjust flooring layout to miss stool plumbing and vents.
14. Top of footing shall be minimum 3'-0" below grade.
15. Build up under exterior doors for flooring.

Note:

1. Design of the Structure is in Accordance with the IBC 2021 Group B
2. All Square Foot Calculations Are Approximate. Building Envelope to meet IECC 2012 Energy Code.
3. Appliances not included and are shown for location reference only.

Door Schedule							
Type Comments	Description	Width	Height	Rough Width	Rough Height	Count	Level
DE50	Trash Enclosure Door - See Elevations	5' - 0"	6' - 0"	5' - 2"	6' - 2 1/2"	1	T.O. Foundation
BD30	3'-0" Barn Door	3' - 0"	6' - 8"	3' - 2"	6' - 9"	1	F. Flr. Main Level
BD50	See Specifications from Rustica	4' - 3 3/8"	6' - 8"	2' - 8"	6' - 9"	1	F. Flr. Main Level
D30	3'-0" Interior Door	3' - 0"	8' - 0"	3' - 2"	8' - 1"	20	F. Flr. Main Level
DD60	6'-0" Double Interior Door	6' - 0"	8' - 0"	7' - 2"	8' - 1"	2	F. Flr. Main Level
E30	3'-0" Full Lite Exterior Door	3' - 0"	8' - 0"	3' - 4"	8' - 4"	2	F. Flr. Main Level
E60	6'-0" Front Entry Double Door	6' - 0"	8' - 0"	6' - 4"	8' - 4"	2	F. Flr. Main Level

Window Schedule								
Type Comments	Description	Rough Opening		Rough Width	Rough Height	Head Height	QTY	Level
		Width	Height					
FX2672	2'-6" x 6'-0" Fixed	2' - 5 1/2"	5' - 11 1/2"	2' - 6"	6' - 0"	7' - 11 1/2"	1	F. Flr. Main Level
FX3060	3'-0" x 6'-0" Fixed	2' - 11 1/2"	5' - 11 1/2"	3' - 0"	6' - 0"	7' - 11 1/2"	2	F. Flr. Main Level
FX6060	6'-0" x 6'-0" Fixed	5' - 11 1/2"	5' - 11 1/2"	6' - 0"	6' - 0"	7' - 11 1/2"	19	F. Flr. Main Level
M8080	Mulled - 8'-0" x 6'-0" Fixed w/ 2'-6" x 5'-0" Casement and Fixed Trapazoid Windows Above	7' - 11 1/2"	5' - 11 1/2"	8' - 0"	6' - 0"	7' - 11 1/2"	1	F. Flr. Main Level



Customer:
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Clive, IA 50325

Drawn by:
DDB

Preliminary Set
5/4/26

NOT FOR CONSTRUCTION

Revision Schedule

Description

Date

Rev. No.

General Notes

A1.0

Customer:
Jasmina Pajazetovic

Address:
16360 Sheridan Ave
Clive, IA 50325

Drawn by:
DDB

Preliminary Set
5/4/26

NOT FOR CONSTRUCTION

Revision Schedule

Description

Rev. No.

Date

Front Elevation

A3.0



1 Front Elevation
1/8" = 1'-0"

Material Calculations (City of Clive)				
Rear Elevation	999.7 SF Total		W/O Glazing: 752.2 SF Total	
Glass =	247.5 SF	25%	0 SF	0%
Stone Veneer =	550.4 SF	55%	550.4 SF	73%
Metal Siding =	201.8 SF	20%	201.8 SF	27%

Customer:
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Clive, IA 50325

Drawn by:
DDB

Preliminary Set
5/4/26

NOT FOR CONSTRUCTION

Revision Schedule

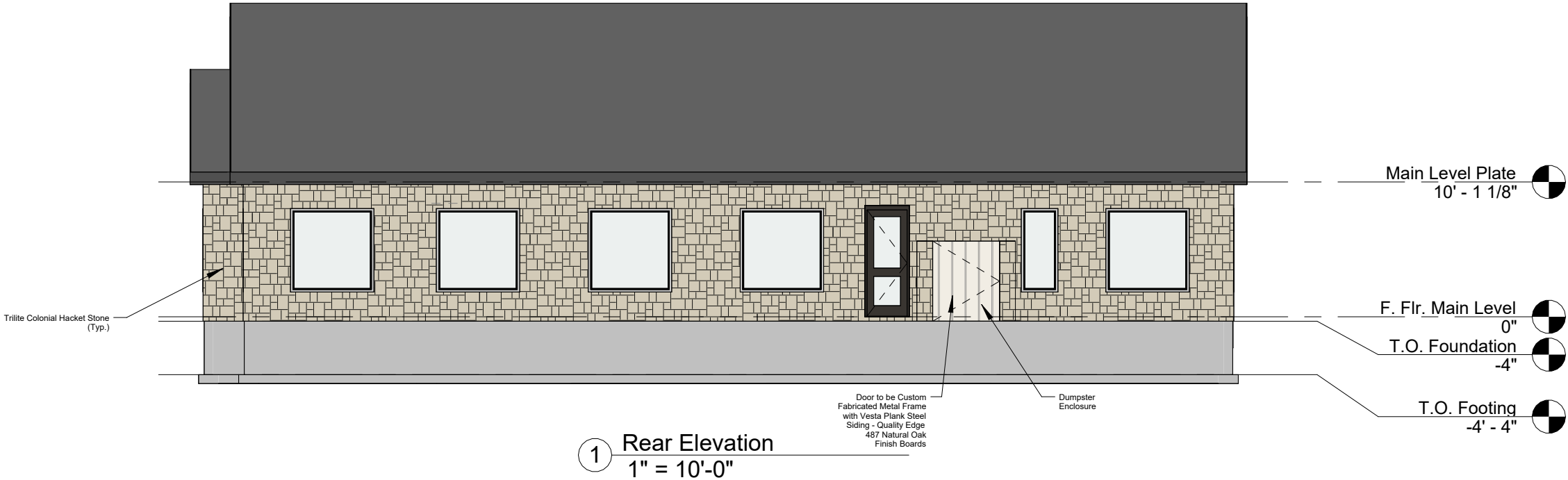
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Rev. No.

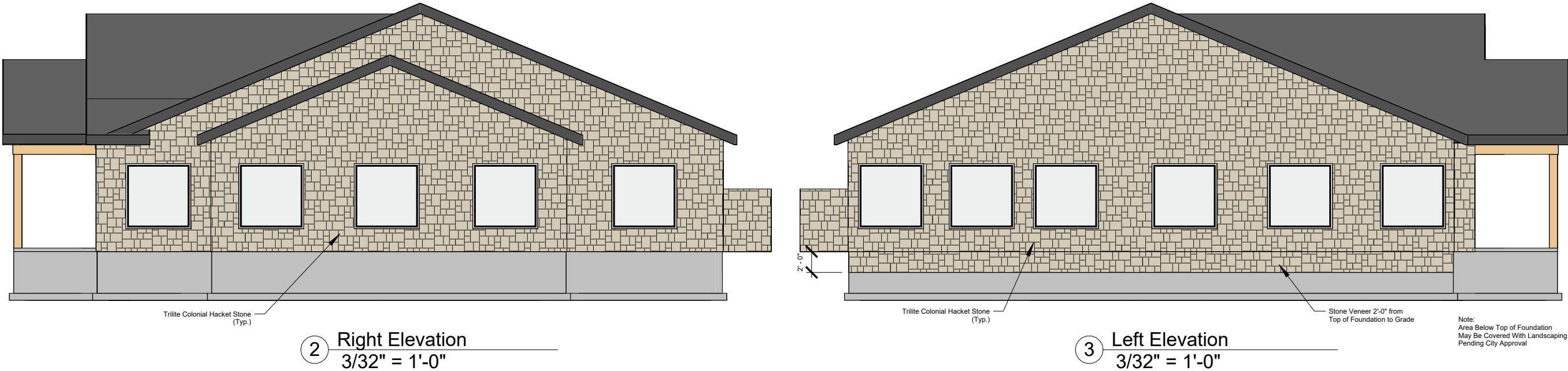
Date

Rear & Side Elevations

A3.1

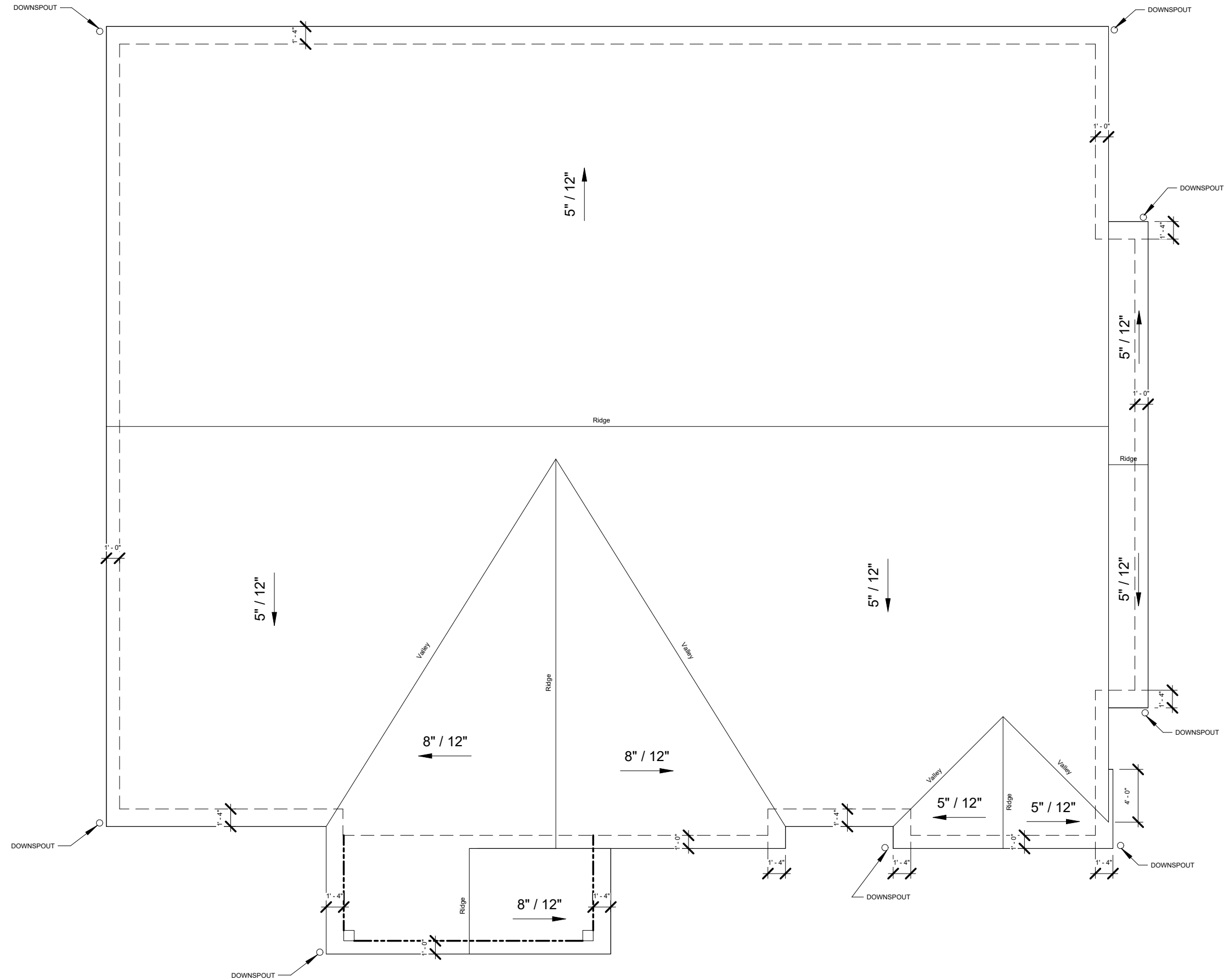


- Siding Notes:
1. 4" trim Around Door and Windows on Side and Rear Elevations
 2. 4" Corner Trim Typical
 3. No Bandboard Across Base of Siding Unless Specifically Noted Otherwise
 4. 8" Fascia Standard



Material Calculations (City of Clive)

Rear Elevation			784.2 SF Total		W/O Glazing: 565.2 SF Total		Right Elevation			948.4 SF Total		W/O Glazing: 768.4 SF Total		Left Elevation			988.3 SF Total		W/O Glazing: 772.3 SF Total										
Glass =	219 SF	28%	0 SF	0%	Glass =	180 SF	19%	0 SF	0%	Glass =	216 SF	22%	0 SF	0%	Stone Veneer =	565.2 SF	72%	565.2 SF	100%	Stone Veneer =	768.4 SF	81%	768.4 SF	100%	Stone Veneer =	772.3 SF	78%	772.3 SF	100%



1 Roof Plan
1/8" = 1'-0"

NOT FOR CONSTRUCTION



Customer:
Jasmina Pajazetovic

Address:
16360 Sheridan Ave
Clive, IA 50325

Drawn by:
DDB

Preliminary Set
5/4/26

Revision Schedule	
Rev. No.	Date

Roof Plan

A3.2



Customer:
Jasmina Pajazetovic

Address:
16360 Sheridan Ave
Clive, IA 50325

Drawn by:
DDB

Preliminary Set
5/4/26

NOT FOR CONSTRUCTION

Revision Schedule

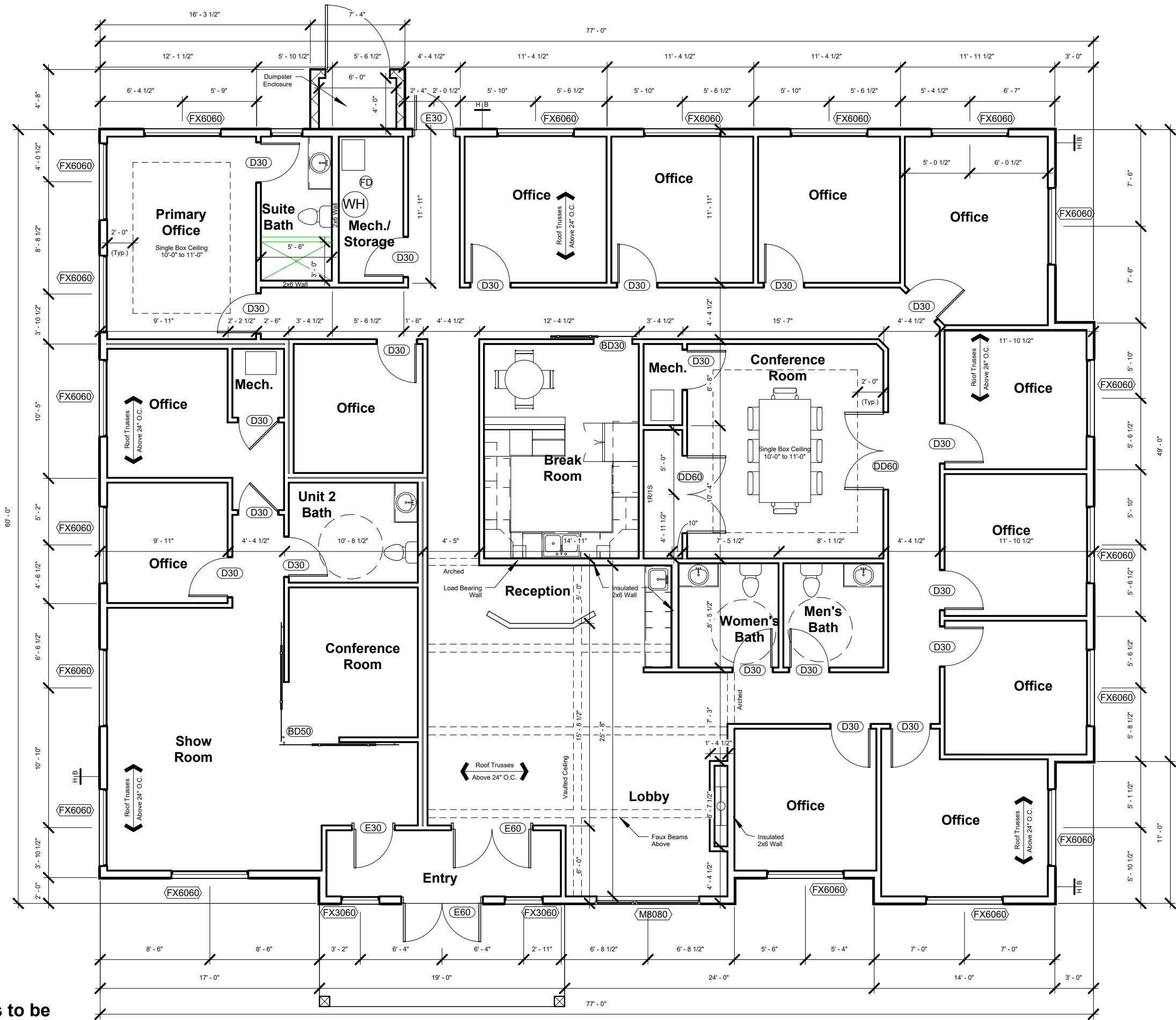
Description

Date

Rev. No.

Main Level Floor
Plan

A4.1



Note:
All Structural Members to be
Verified by Lumber Supplier

Unit B

1 Main Level Floor Plan
1/8" = 1'-0"

Unit A



Pattern #2100

Roughcast Ashlar Stone



2'x 2' Picture Area

V-Lite Plastic Formliner



Materials

STY - Polystyrene (White) - Single Use
ABS (Gray) - Up to 10 Reuses



Care and Handling

Keep out of the sunlight and cover when not in use. Keep away from steam, acids, and certain fuels. For further instructions refer to application guide.



Thermal Expansion

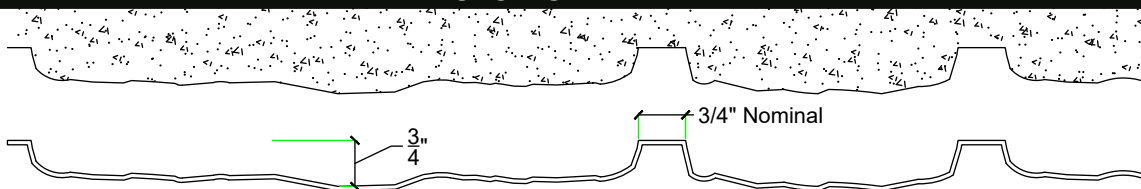
Approximately 1/16" per every 10°F change in material temperature.



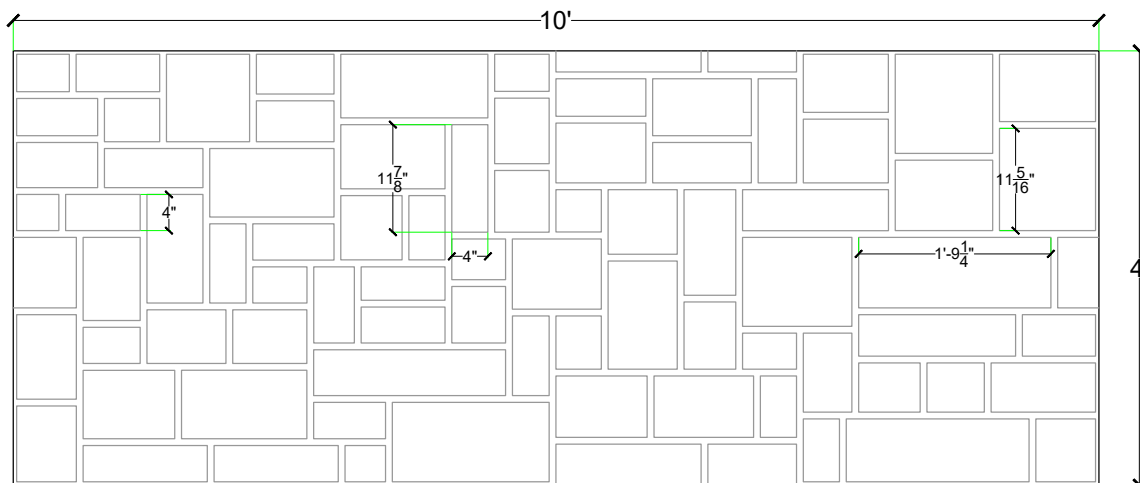
Note

Pattern may require additional backing. We recommend a mockup pour simulating actual job conditions. Refer to Application Guide.

SECTION VIEW



ELEVATION VIEW





Number of Modules: 1

Pattern Modules

MATCHING:

- ☒ End to End
- ☒ Top to Bottom
- Does Not Match

ROTATE 180 DEGREES:

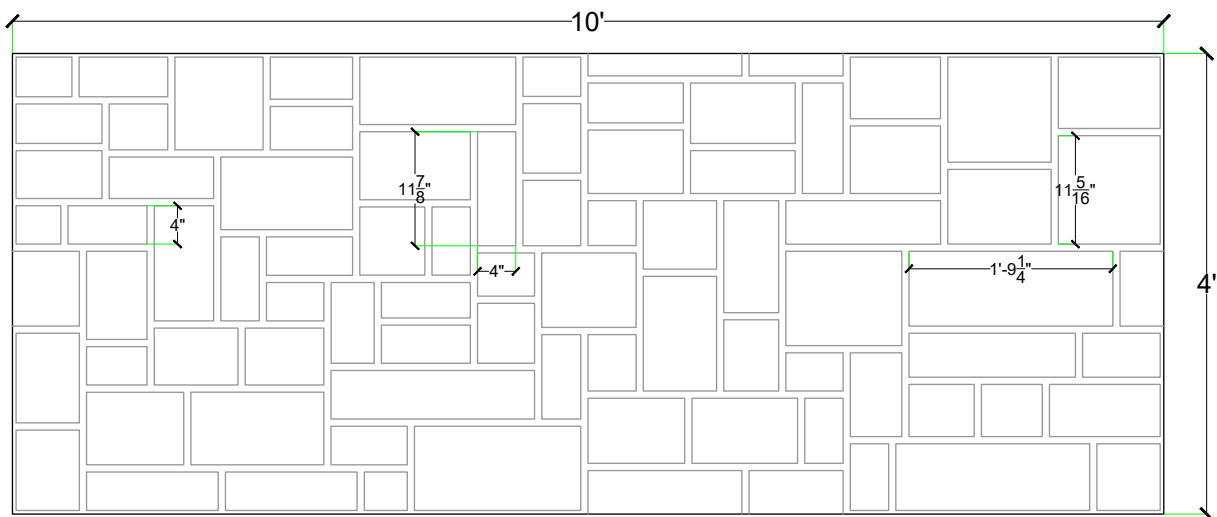
- Yes
- ☒ No

ADDITIONAL BACKING REQUIRED:

- Yes
- No
- ☒ Maybe

STAGGERED PATTERN:

- Yes
- ☒ No





Memo

TO: Mayor and Council members

FROM: Matt McQuillen, City Manager

DATE: June 11, 2026

RE: Resolution Approving Termination of Agreement - Fire/EMS Services - Westside Station with City of West Des Moines

SYNOPSIS:

For over the past 40 years the Cities of Clive and West Des Moines have maintained a relationship to provide Fire and Emergency Medical Services response from the Westside Station (also called Station 22) located at 1801 68th Street in West Des Moines. Jointly constructed in the early 1990's, Station 22 provided a first due Fire Engine to Clive as Clive grew further westward and expanded Fire/EMS services were needed to supplemental the services provided by Clive from our own Fire Station 32 in Eastern Clive.

As noted in the attached current Interlocal Agreement approved in May 25, 2023 the agreement has been amended on a number of occasions as both Clive's and West Des Moines's needs have changed, with West Des Moines completing the purchase of Clive's portion of Station 22 ownership in 2023 to provide West Des Moines flexibility for any future re-location of the station. At this point, the agreement converted to a contract for service and, due to other Fire/EMS collaborations the City of Clive has with other neighboring communities, the needs for Station 22 have lessened as the response area in Clive has decreased due to a closest unit response relationship with Urbandale and an inter-local agreement with Urbandale for Station 43 on the far western side of both Clive and Urbandale.

Included in the agenda packet is a brief presentation with supportive information, including the history of Station 22, what has changed, the latest call and cost trends for the station and coverage maps from other station locations/collaborations. The presentation ends with the financial considerations Clive is currently facing, further heightened by the passage of additional property tax reform reductions by the Iowa Legislature this past session with SF 2472, and next steps for the termination process. As mentioned on the last presentation slide, City staff provided a special presentation of this decision-making process and timeline to HOA Board Members and representatives from the Country Club Neighborhood back on April 28 as the neighborhood directly adjacent to the current location of Station 22. The attendees were appreciative of the City staff being proactive with this information to them, and they understood the reasons why the City was needing to take this path with the agreement termination.

As stated in the attached termination letter, Clive is very appreciative of the longstanding partnership we have had with West Des Moines with this agreement, and Clive remains committed to a number of other partnerships with West Des Moines that the two cities will continue to collaborate on into the future.

As the Council is aware, consideration of this termination does not come lightly and the Clive City Council has been discussing this potential for the past year. Based on the information above and attached, the City Manager would recommend approval of the included termination letter to be sent to the City of West Des Moines for the Station 22 Interlocal Agreement, with an effective termination date of January 1, 2027.

Attachments:

1. Res Approving Westside Agreement Termination 6-11-26

2. Clive Westside Station Agreement Term Letter 6-11-26
3. Westside-Station 22 Supportive Information
4. Current Westside Station Interlocal Agreement

RESOLUTION NO. _____

RESOLUTION APPROVING TERMINATION OF AGREEMENT WITH THE CITY
OF WEST DES MOINES FOR THE PROVISION OF FIRE AND
EMERGENCY MEDICAL SERVICES TO THE CITY OF CLIVE

WHEREAS, the City approved an Intergovernmental Agreement with the City of West Des Moines on May 25, 2023, for the funding and operation of a Joint Fire and Emergency Medical Services Facility (“Westside Station”); and

WHEREAS, the Westside Station has been a great partnership between Clive and West Des Moines, serving Clive for over 40 years; and

WHEREAS, due to changes in response areas and Fire/EMS collaborations with other adjacent cities, the City of Clive desires to end the Westside Station relationship with the City of West Des Moines for the current first due fire engine response into Clive.

WHEREAS, Section 14 of the Intergovernmental Agreement provides for the ability for a party to the agreement to terminate by providing formal written notice.

NOW, THEREFORE, be it resolved by the City Council of Clive that the City of Clive, Iowa approves the attached termination letter with the termination effective January 1, 2027 for the funding and operation of a joint fire and emergency medical services facility with the City of West Des Moines.

PASSED AND APPROVED this 11th day of June, 2026.

CITY OF CLIVE, IOWA

By: _____
John Edwards, Mayor

ATTEST:

By: _____
Matthew Graham, City Clerk

June 11, 2026

City Clerk
City of West Des Moines
4200 Mills Civic Parkway
P.O. Box 65320
West Des Moines, IA 50265

RE: Notice of Termination – Intergovernmental Agreement for Fire and Emergency Medical Services
(Westside Station)

Dear Mayor and Members of the West Des Moines City Council:

Pursuant to Section 14 of the enclosed Intergovernmental Agreement for Fire and Emergency Medical Services by the Cities of Clive and West Des Moines governing fire and emergency medical services provided from the Westside Station facility located at 1801 68th Street in West Des Moines (the “Agreement”), this letter shall serve as formal written notice that the City of Clive hereby elects to terminate the Agreement.

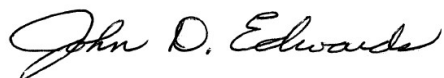
Consistent with the Agreement, termination shall become effective one hundred eighty (180) days following receipt of this notice, unless otherwise mutually agreed to by the parties. However, for an orderly transition, the City of Clive would propose a termination of service date of January 1, 2027.

The City of Clive appreciates the longstanding partnership between our communities in providing fire and emergency response services through the Westside Station. We value the collaboration that has existed between our organizations and the professional service provided to residents over three decades. We look forward to the continued partnership through mutual aid and our shared dispatch services with Westcom.

As the City evaluates future service delivery strategies and operational priorities, we remain committed to maintaining strong intergovernmental relationships and coordinating closely to ensure a smooth and orderly transition. Clive staff will work collaboratively with West Des Moines staff during the notice period regarding operational coordination, transition planning, financial reconciliation, and any other matters necessary to conclude the Agreement in an orderly manner.

Please contact my office if you have any questions or wish to discuss next steps.

In Partnership,



John D. Edwards, Mayor

Enclosure

cc: City Manager, City of Clive

City Manager, City of West Des Moines

Fire Chief, City of Clive

Fire Chief, City of West Des Moines





Westside-Station 22 Transition Supportive Information

Clive City Council Meeting – June 11, 2026

History of Station 22



- 1991 - Clive FD and WDM Original Partnership
 - Shared ownership of St. 22 and apparatus, engine only service along with fire inspections
- 2011 – St. 22 Ambulance Staffing
 - Clive staffed an ambulance at St. 22
 - Discontinued due to low response
- 2018 - Restructure of 28E
 - Due to new Western Urbandale station construction and Re-Location of Clive Station to Hickman Road
 - WDM was also considering a relocation of Station 22 at that time
 - Transitioning from joint ownership to a contract for service
 - 5 Year Out Clause
- 2023 - Restructure of 28E
 - Evergreen Contract
 - No Inspections Provided by St. 22
 - EMT-Basic Level of Service (No Paramedic Guarantee)
 - 180 Day Out Clause
 - District Re-Structure
 - Reduces response area from I80/35 -156th St. to I80/35 - 142nd St.

What's Changed?

Our Needs are Changing!

Closest Unit Response with Urbandale

Construction of St. 43 (Western Urbandale Station)

Pre-Emption/OptiCom

Enhanced Dispatching (Smarter Dispatching)

Growing Technology (Locution/Station Alerting)

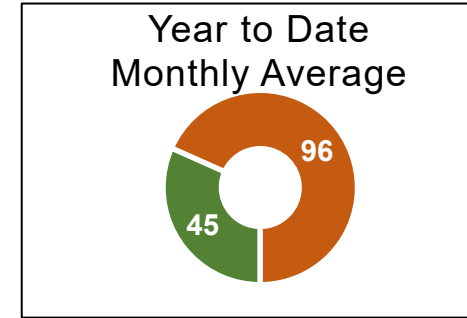
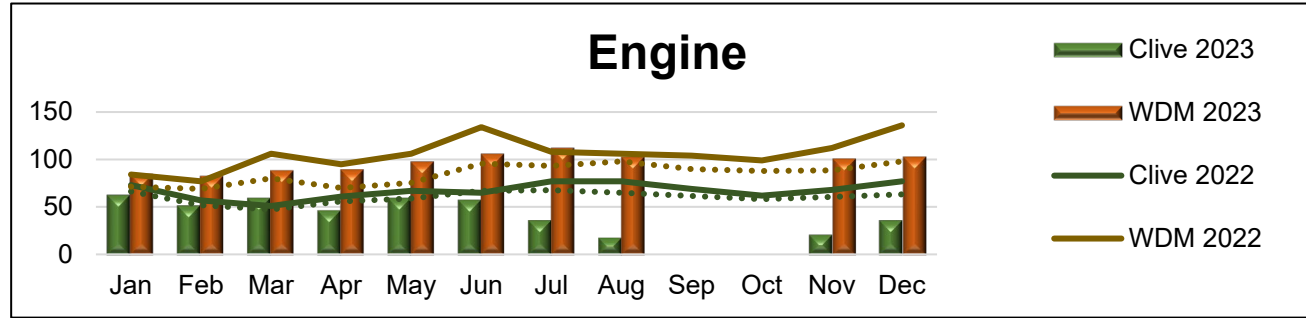
Enhanced Fire Safety Systems/Codes (Less Fires)

Change in Fire Service Ideology (Smarter, Not More)

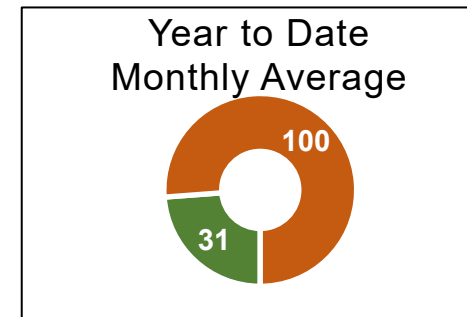
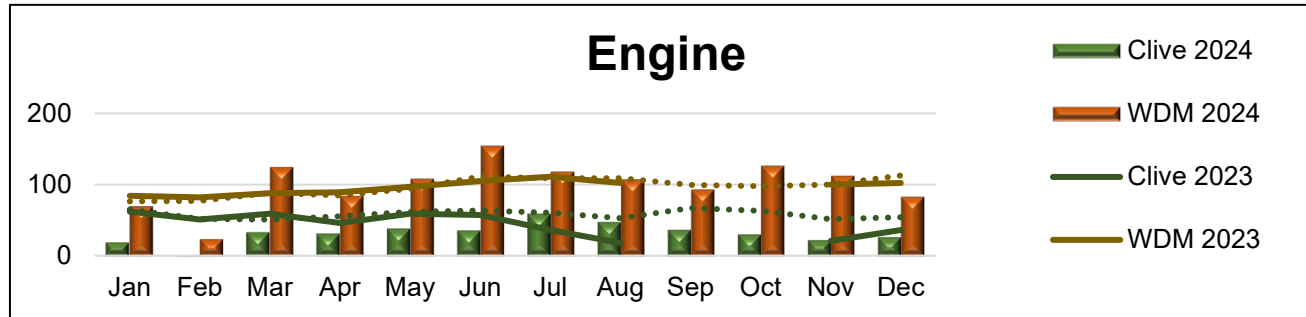
Station 22 Call Statistics and Cost Sharing



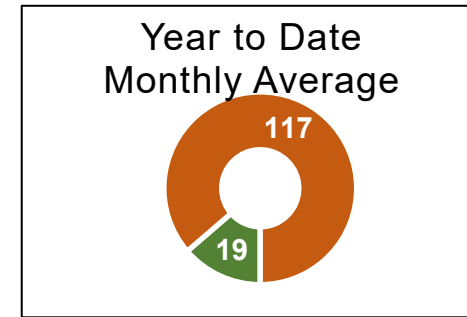
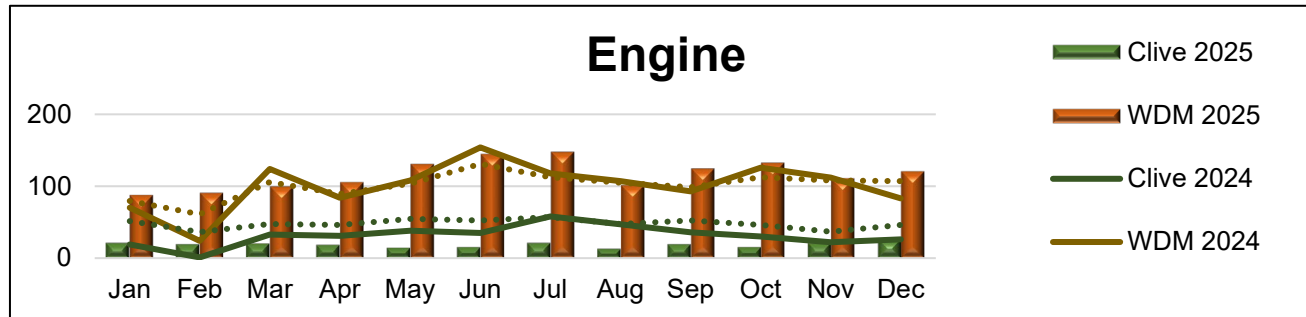
2023



2024



2025



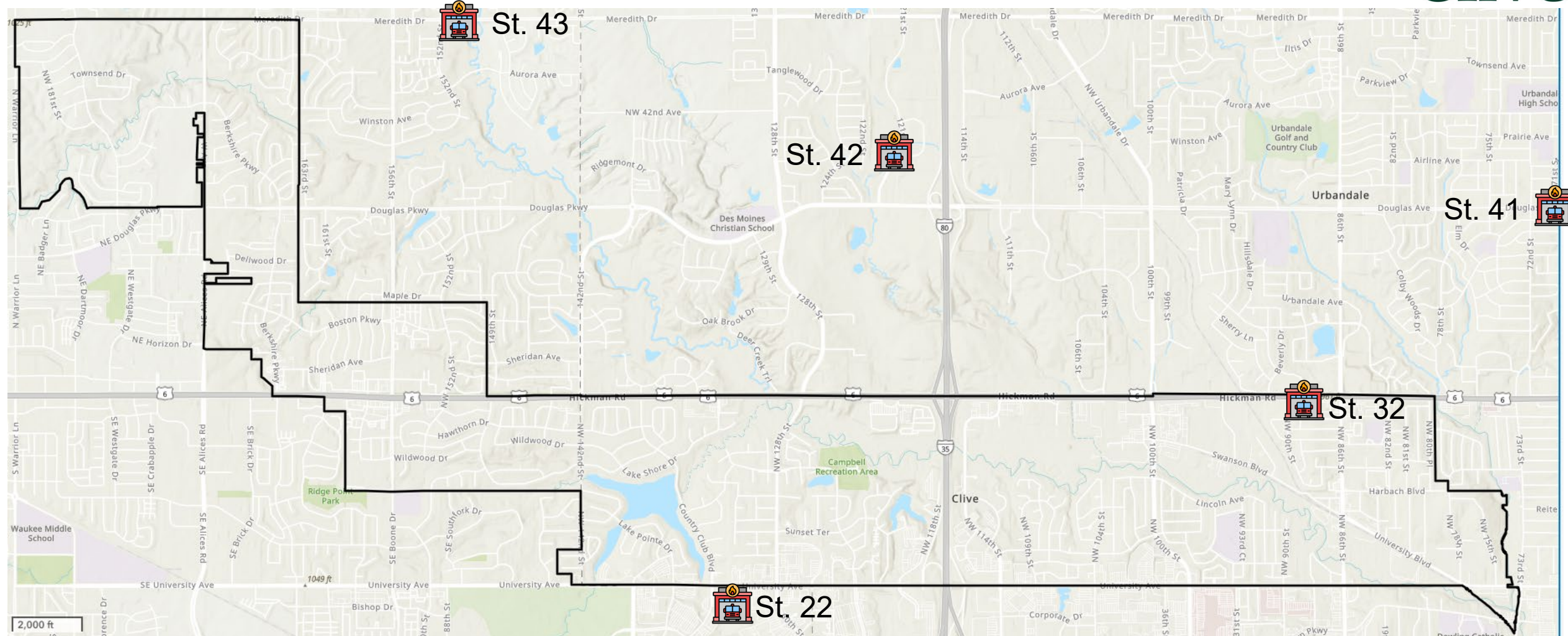
Into Clive – 

Into WDM - 

St. 22 Cost
 22/23: \$911,785
 23/24: \$558,268
 24/25: \$442,878

Totals	
2022:	804
2023:	445
2024:	376
2025:	222

Fire Station Location – Urbandale (41, 42, 43) Clive (32)





Why Now?

- Beyond the “What’s Changed” in our Fire/EMS Response Coverage
- Clive facing changes as new construction growth slows, reaching build out
- Revenue headwinds
 - State legislative property tax restrictions, not keeping pace with costs
 - Enhanced due to further property tax restrictions approved this session (SF 2472)
 - Development revenues declining from a peak of \$770K to \$180K
 - 50% decrease in interest income as Fed Funds Rate declines
- Expenditure trends
 - General Fund cost trends (3%) outpacing revenues (2%), gap to address
 - Public Safety costs outpacing inflation, Urbandale collaborations helping
 - Station 22 only provides Engine company, whereas Engine/Ambulance available from other Urbandale and Clive stations (Station 22 annual cost of \$420,000/year)
- City looking to resolve \$1.3 million operating deficit in General Fund, using reserves to manage the deficit and incrementally resolve deficit over next 2-3 years.
- City Council considering many options in the form of expenditure reductions, revenue enhancements, expenditure shifting and offsets to other operating and capital funds.

Timeline/Next Steps

- April 9 - City Council Adopted FY 2026-2027 Budget Included Station 22 contract for service elimination
- April 28 – Presentation to Country Club Neighborhood
- June – City Council approves letter to send notice to City of West Des Moines for cancellation of Station 22 Contract for Service (6-month notice)
- August – Consultant team delivers report on further Fire/EMS collaboration opportunities between Clive, Urbandale, Waukee and Windsor Heights
- January 2027 – Station 22 no longer provides first due fire engine response to the City of Clive, remains a mutual aid station to Clive
- Unknown – Implementation of CCRI program providing closest unit Fire Engine and Ambulance response from Station 22 for priority 1 and 2 calls

Iowa Secretary of State
321 East 12th Street
Des Moines, IA 50319
sos.iowa.gov



FILED

Filing Date: **05/30/2023 04:10 PM**

Filing Number: **M516032**

28E Agreement

Participants

	Full Legal Name	Organization Type	County
Party 1	Clive	City	Polk
Party 2	West Des Moines	City	Polk

Participants

210 - Fire Response

Service Type

Fire and Emergency Medical Services

Purpose

Indefinite

Duration

Contact Person: (Optional)

Ryan

Contact First Name

Jacobson

Contact Last Name

City Clerk

Job Title

City Clerk

Department

515-222-3603

Phone Number

**INTERGOVERNMENTAL AGREEMENT
FOR FIRE AND EMERGENCY MEDICAL SERVICES BY THE CITIES OF CLIVE
AND WEST DES MOINES**

This Intergovernmental Agreement ("Agreement") is entered into pursuant to the provisions of Chapter 28E of the Code of Iowa. This Agreement is made and entered into, on the effective date herein, by and between the City of Clive, Iowa, ("Clive") and the City of West Des Moines, Iowa, ("West Des Moines") (Clive and West Des Moines are referred to herein individually as "City" or jointly as the "Cities"), both as municipal corporations organized and existing under the laws of the State of Iowa, in consideration of the following promises and agreements and upon the following terms and conditions:

1. PURPOSE:

On December 5, 1991 Clive and West Des Moines entered into an intergovernmental agreement to construct, maintain and operate a fire station and emergency medical services facility ("Original Agreement"). The address of the facility is 1801 68th Street in the City of West Des Moines (the "Facility"). The Original Agreement established a 21 year term beginning in 1991 and ending in 2012. The Original Agreement was amended three (3) times, based on agreed improvements/alterations. In 2012, the Cities entered into a new agreement with a term ending on June 30, 2017 ("2012 Agreement"). In 2017, the Cities entered into a three-year extension of the 2012 Agreement, ending on June 30, 2020 ("2017 Agreement"). In 2018, the Cities entered into a new agreement with a term ending June 30, 2023 ("2018 Agreement"). This Agreement will repeal and replace any previous Agreements or extensions of those agreements related to the Facility. Clive desires to contract with West Des Moines for providing Fire department response-in Clive. Both Cities share a common interest to collaborate on Fire department response between the Cities. The purpose of this Agreement is to provide the Primary Service Area in Clive (as defined below) with fire protection, fire suppression, rescue, fire-based emergency medical response and other related response services of a nature traditionally or reasonably performed by fire department personnel, stationed, based or operating from the Facility. This Agreement is to be construed to effectuate its purpose through the joint exercise of governmental power in the manner described in this Agreement and pursuant to Iowa Code Chapter 28E.

2. DEFINITIONS:

A. **PROJECT.** For the purposes of this Agreement, the term "Project" shall mean the operation of the Facility. Said Project consists of equipping the Facility with appropriate fire/rescue apparatus/equipment, personnel and operation of the Facility.

B. **PRIMARY SERVICE AREA.** For the purpose of this Agreement the "Primary Service Area" shall mean the portion of Clive, as depicted in Exhibit B and described below, where the Facility is first-due response. As depicted in Exhibit B and described as within Clive, the Primary Service Areas are; 1.) the area between and including Interstate

80 and NW 142nd Street, and 2.) the areas immediately northwest of the intersection of University Avenue and NW 142nd Street (Elmcrest Court, Forest Court, and 1250 NW 142nd Street).

- i. Adjustments. If West Des Moines relocates and/or redistributes the equipment, personnel, and/or level of service currently located at the Facility during the term of this agreement, the Cities agree to enter into good faith discussions and consideration of a revised or new agreement for service between the Cities with Fire services coming from a West Des Moines station location to replace the Facility. These discussions will include consideration of an Enhanced First Responder agreement, including principles outlined in Exhibit A.
3. LEVEL OF SERVICE. For the purposes of this Agreement West Des Moines agrees to provide the following level of service from the Facility for the Project when a West Des Moines fire department unit that is housed in this facility is available to respond. Normal daily operations and staffing of the West Des Moines fire department will be the responsibility of West Des Moines:
 - A. At all times, a minimum staff of three (3) firefighter personnel will operate the Facility, with exceptions given for unexpected absences and while the personnel may be responding to an incident.
 - B. Fire department based medical care at the Basic Life Support level.
4. MANAGEMENT POWERS. The Agreement shall be administered by West Des Moines except where the Agreement delegates or reserves powers to Clive. West Des Moines shall establish written policies pertaining to the operational procedures of the Facility, and shall appoint officers of the Facility to be responsible for daily operational decisions.
5. PROFESSIONAL SERVICES. West Des Moines shall have authority within its own approved budget to engage legal and other professional services as may be necessary.
6. COORDINATING AGENCY. Both cities agree that:
 - A. West Des Moines shall act as the contracting authority and will advertise for and hold the letting for all required bids required of the Facility.
 - B. West Des Moines shall employ, under Civil Service Rules and Procedures, all regular and probationary employees needed for the operation of the Facility to carry out the purposes of this Agreement.
 - C. West Des Moines shall manage all personnel of the Facility pursuant to its employee and administrative policies and procedures, union contracts, civil service, city ordinances and other applicable laws.

D. West Des Moines shall keep and maintain all books and records of the Project and shall pay all bills of the Project in a timely manner. Clive shall have the right, at any time upon reasonable notice, to review and inspect the books and records of the Project.

7. CALCULATIONS AND DIVISIONS OF OPERATING COSTS AND SHORT-TERM CAPITAL EXPENSES.

A. Prior to the start of each fiscal year, annual Facility costs (the “Annual Costs”) for the upcoming fiscal year shall be determined as described in Section 7(B) of this Agreement. Clive will be billed by West Des Moines for its portion of the Annual Costs, divided evenly in twelve monthly payments. At the end of each fiscal year, any overages or shortfalls will be refunded or collected from Clive as appropriate based on the actual Annual Costs for the fiscal year.

B. Clive’s portion of the Annual Costs is calculated by multiplying Clive’s immediately preceding three (3) year average share of the Facility calls from the Primary Service Area by the sum of Direct Costs and Indirect Costs, then subtracting the Inspection Deduction. All year-end calculations shall use expense data from the immediately preceding fiscal year (for example, the calculations related to the Fiscal Year ending June 30, 2024, should use FY 2023-2024 Annual costs).

- a. Direct Costs are the actual operating expenses of the Facility (the total of the General Fund and Pension Fund).
- b. Indirect Costs are calculated by multiplying the actual indirect costs applied to the Facility (the total of various supportive services, depreciation on long-term capital assets, and property and liability insurance) by 0.8 to provide Clive with a 20% discount each fiscal year.
- c. The Inspection Deduction (provided each fiscal year to Clive because of West Des Moines not providing company-level fire inspection services) is calculated by multiplying the station cost per hour by 229 inspection hours. Station cost per hour is the total station cost (direct and indirect costs) divided by 8,760 hours in a year.

C. Annual Costs to Clive each fiscal year, including any adjustment at the end of each fiscal year as described in Section 7(A) of this Agreement, will not exceed 105% of the previous fiscal year.

8. RESPONSE FEES. West Des Moines may not charge Clive residents, guests, occupants, business owners, or property owners for responses or services provided under this Agreement, unless the time at the scene exceeds one hour or involves a hazardous materials release and otherwise mutually agreed to by both Cities.

9. OWNERSHIP. Throughout the term of this Agreement the Facility shall be titled as under the ownership of West Des Moines.

10. INDEMNIFICATION. To the extent permitted by law, each party agrees to defend, indemnify and to hold the other party, its elected officers, agents, employees and successors

and assigns, harmless from and against all claims, demands actions and/or causes of actions, judgments, settlements, or other costs, including reasonable attorney's fees, which the other party, its successors and assigns, may incur or sustain a) by reason of the indemnifying party's breach of this Agreement due to failure to legally or timely meet the responsibilities imposed herein (including, but not limited to, any financial obligations herein), or b) by reason of the torts of the indemnifying party. This Agreement shall not extend the liability of either City and each City is authorized to insure any and all liabilities which may be incurred as a result of this Agreement or operations under it and where appropriate to accept insurance in lieu of other indemnification. Each party reserves all right and defenses under federal and state law for municipalities, including but not limited to Iowa Torts Claims Act.

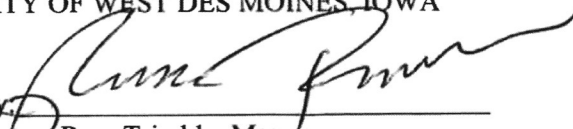
11. AGREEMENT - METHOD OF APPROVAL. The parties hereto approve this Agreement by Resolution, which Resolution shall authorize the respective Mayors to execute this Agreement.
12. AGREEMENT - FILING WITH SECRETARY OF STATE. Following approval of the Agreement by the Cities, West Des Moines shall file this Agreement with the Secretary of the State of Iowa in accordance with the provisions of Iowa Code Section 28E.8. West Des Moines shall file all required subsequent reports with the Secretary of State of Iowa.
13. AGREEMENT - EFFECTIVE DATE. This Agreement shall be effective July 1, 2023 (the "Effective Date").
14. DURATION AND TERMINATION. This Agreement shall be effective from the date herein provided until terminated as herein provided. Either City may terminate this Agreement by giving 180 days' written notice to the other party. Termination shall be effective after the expiration of the 180 days unless otherwise agreed to by the parties.
15. NOTICES. Any notice under this Agreement shall be in writing and shall be deemed to be given when deposited in the United States mail, postage prepaid, sent certified or registered, and addressed as follows:
 - i. Notices to Clive shall be addressed: City Manager, City of Clive, 1900 NW 114th Street, Clive, Iowa 50325.
 - ii. Notices to West Des Moines shall be addressed to: City Clerk, City of West Des Moines, 4200 Mills Civic Parkway, PO Box 65320, West Des Moines, IA 50265.
 - iii. If during the term of this Agreement either City shall change the address of its notification contact, the City shall notify the other of said new address and the new address shall be by mutual agreement substituted for the address herein provided.
16. MISCELLANEOUS. This Agreement constitutes the entire agreement between the parties hereto pertaining to the subject matter hereof and supersedes all negotiations, preliminary agreements and all prior and contemporaneous discussions, agreements and understandings of the parties in connection with the subject matter hereof. No amendment, change or

modification of any of the terms, provisions or conditions of this Agreement shall be effective unless made in writing and signed or initialed by all parties. Waiver of any provision of this Agreement shall not be deemed a waiver of future compliance therewith and such provision shall remain in full force and effect. In the event any provision of this Agreement is held invalid, illegal or unenforceable, in whole or in part, the remaining provisions of this Agreement shall not be affected thereby and shall continue to be valid and enforceable. This Agreement shall be governed by and construed in accordance with the laws of the State of Iowa with jurisdiction in the state and federal courts located in Polk County, Iowa. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective legal representatives, heirs, successors and permitted assigns. Nothing in this Agreement, express or implied, is intended to confer upon any party, other than the parties hereto (and their respective heirs, legal representatives, successors and permitted assigns), any rights, remedies, obligations or liabilities under or by reason of this Agreement. In addition to any other remedies available at law or in equity to the parties hereto with respect to a breach hereof, the parties hereto each reserve the right to enforce this Agreement by specific performance. The titles or captions of paragraphs in this Agreement are provided for convenience of reference only, and shall not be considered a part hereof for purposes of interpreting or applying this Agreement and such title or captions do not define, limit, extend, explain or describe the scope or extent of this Agreement or any of its terms or conditions. Words and phrases herein shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender, according to the context. Each of the parties hereto hereby irrevocably waives all right to trial by jury in any action, proceeding or counterclaim arising out of or relating to this Agreement.

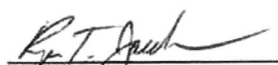
17. MUTUAL AID AGREEMENTS. This Agreement is not intended to abrogate or unnecessarily amend existing mutual aid agreements between the Cities.
18. NOT A LEGAL ENTITY. This Agreement is a voluntary undertaking of the Cities. It is not the intent of the Cities to create a new legal entity by this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the Effective Date.

CITY OF WEST DES MOINES, IOWA

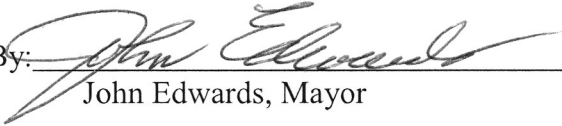
By 
Russ Trimble, Mayor

ATTEST:


Ryan Jacobson, City Clerk

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the Effective Date.

CITY OF CLIVE, IOWA

By: 
John Edwards, Mayor

ATTEST:


Matthew Graham, City Clerk

Exhibit A

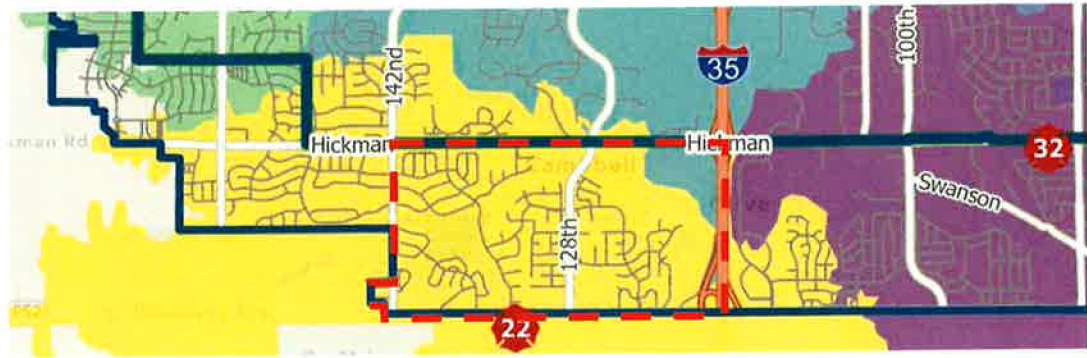
Enhanced First Responder Principles

- The Agreement will seek to balance the need for emergency response based on the closest unit and providing basic Fire/Rescue services that are not as time sensitive.
- The Agreement will also consider the available daily resources and investment of each jurisdiction while trying to retain a response capability for the citizens of each City.
 - Provide first response into areas based on unit location as determined by Computer Aided Dispatch (CAD).
 - Utilize enhanced dispatching systems to determine call types and priorities.
 - Certain call types will be assigned lower priorities and not receive a closest unit response, but will be handled by the Authority Having Jurisdiction (AHJ).
 - Considers the amount of resources available in each City and will only utilize resources based on previously agreed upon parameters.
 - In the case of large scale events and/or unusual circumstances, additional resources can be requested through a pre-defined process.

Exhibit B

Reduced Primary Service Area in Clive:

I80 to 142nd Street, plus the small area immediately NW of University and 142nd



RESOLUTION NO. 2023-163

RESOLUTION APPROVING AGREEMENT WITH THE CITY
OF WEST DES MOINES FOR THE PROVISION OF FIRE AND
EMERGENCY MEDICAL SERVICES TO THE CITY OF CLIVE

WHEREAS, the City approved a 28E agreement with the City of West Des Moines on June 22, 2017, for the funding and operation of a Joint Fire and Emergency Medical Services Facility ("Westside Station"); and

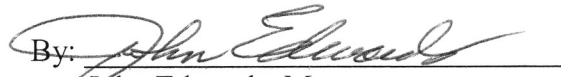
WHEREAS, the 28E agreement for the Westside Station is set to expire on June 30, 2023; and

WHEREAS, the Cities desire to continue this partnership and have drafted a 28E new agreement regarding the funding and operation of the Westside Station.

NOW, THEREFORE, be it resolved by the City Council of Clive that the City of Clive, Iowa approves a new 28E agreement for the funding and operation of a joint fire and emergency medical services facility with the City of West Des Moines.

PASSED AND APPROVED this 25th day of May, 2023.

CITY OF CLIVE, IOWA

By: 
John Edwards, Mayor

ATTEST:

By: 
Matthew Graham, City Clerk



Memo

TO: Mayor and Council members

FROM: Matt McQuillen, City Manager

DATE: June 11, 2026

RE: Approve Pay Rate - Ronald Gaines - Director of Public Works - \$166,500/year - Effective 7/22/2026

SYNOPSIS:

As your City Manager, I am excited to bring forward the recommendation to approve the wage rate for Ronald Gaines to serve as the City's next Director of Public Works.

Starting four months ago, the City has now completed the recruitment process for the position and Ron stood out from over 25 applicants the City received for the position. The recruitment process was facilitated by the City of Clive Human Resources Team, with three candidates being interviewed during the finalist process. Once reference checks were conducted for the top candidates, I then conducted a follow-up 1-on-1 interview with Ron, solidifying him as the ideal candidate to fill this role.

Throughout the recruitment process, Mr. Gaines showed over and over again his experience and abilities to serve this critical role for the City. Ron comes to Clive having served in local government for over 25 years for the Cities of Iowa City and Cedar Falls, and his most recent position as Public Works Director for Steele County in Minnesota. Prior to Steele County Ron worked for the City of Cedar Falls for almost 20 years in a variety of progressive roles, including City Engineer, Community Development Director (including oversight of engineering and public works operations) and City Administrator. Ron is also a veteran, having served our country in the Army from 1987-1991. Ron has an active professional engineering license and is active in the American Public Works Association.

As verified by references and the recruitment process, Mr. Gaines will bring executive experience and leadership to the City's largest department by budget and full-time employee count. As the Council is aware, Public Works is overseeing a number of capital projects right now and also supporting the City's collaboration and oversight on a number of regional projects such as the Hickman Interchange Reconstruction Project with the Iowa DOT and the Walnut Creek Trunk Sewer expansion project with the Des Moines Wastewater Reclamation Authority (WRA). In addition, the Public Works Director serves as a key representative to Central Iowa Water Works, Des Moines MPO, WRA and other regional entities on behalf of Clive. Ron has a lot of experience serving in a dynamic metro area, working on collaboration projects for Cedar Falls with the Iowa DOT and neighboring communities such as Waterloo.

The proposed start date included in the attached offer letter of July 22 allows Ron to have about 1.5 weeks of overlap with current Public Works Director Jeff May, who is retiring July 31, 2026. In addition to the overlap, between now and then Ron, Jeff and I will have some initial conversations to ensure a seamless transition of the knowledge critical for Ron's future success and allows the City to maintain momentum of a number of in-house capital projects, general PW operations and regional initiatives.

We look forward to having Ron Gaines as a member of the City of Clive family, joining the Executive Team. Therefore, I would highly recommend the City Council's consideration and approval of the wage rate of \$166,500 for Ronald Gaines to serve as Clive's next Director of Public Works. Due to pre-scheduled travel, Ron will be in attendance virtually at the June 11

meeting to introduce himself and answer any questions you have about him. Included in the packet for reference is Ron's cover letter, resume and offer letter.

Finally, I would like to share my appreciation to those involved in the recruitment process. Mayor Edwards, Mayor Pro Tem Weaver, and all the department directors who dedicated their time to serve on one of the interview panels with me. In addition, Waukeee Public Works Director Rudy Koester served as a key expert perspective for one of the interview panels. In addition to special thanks to Elizabeth Hansen, Mela Nisic and Alex Adams from the Clive HR Team for facilitating the process from beginning to hire recommendation.

Attachments:

1. Fully Executed Offer Letter - Public Works Dir - Ron Gaines - 6-1-26
2. Ron Gaines Cover Letter_11_3-2-2026
3. Ron Gaines Resume_11_3-2-2026



MEMO

To: Ronald Gaines

From: Matt McQuillen, City Manager

Date: June 1, 2026

Re: Employment Offer

I am pleased to offer you the opportunity to become the next Public Works Director for the City of Clive. This offer is contingent upon successful completion of a drug screen, physical, and an extensive background check. Pending your acceptance of this conditional offer, it is anticipated that a recommendation for appointment will be presented to the City Council on **June 11, 2026**. As a non-union employee, your employment will be governed by applicable City policies and the current version of the Clive Employee Handbook. In summary, the following is proposed:

Proposed Start Date:	July 22, 2026
Beginning Salary:	\$166,500
Employment Status:	Full-time Exempt
Direct Supervisor:	Matt McQuillen, City Manager

- Health, Life, Dental, Vision, and Long-Term Disability Insurance
- Holidays - 9 days
- Floating Holidays – 4 days (32 hours) awarded on July 1
- Merit Vacation - 3 days annually awarded on July 1
- Sick Leave – Accrual rate of 8 hours per month
- Cell Phone Reimbursement - \$50 per month
- Vehicle Allowance - \$4,200 annually
- Vacation – Start with 120 hours, renewing on the work anniversary date. After three years of satisfactory or above service with the City of Clive, you will receive 50% credit for prior municipal government service for vacation accrual purposes in accordance with the Employee Handbook.
- 457 Deferred Comp Plan – Employee is eligible to participate after completing 30 days of employment. City match provided after one year of service.

- Moving Expenses - Reimbursement of up to \$5,000 for relocation expenses if permanent residence is established within the corporate limits of Clive within 12 months of the start date. If relocation within Clive does not occur, the employee must reside within 30 miles of Clive City Hall in accordance with the Employee Handbook and would still be eligible for \$3,000 in relocation expenses.

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 welcoming you to the City of Clive Public Works Team and hope your employment experience will be enjoyable and rewarding.

 6/1/2026
Ronald Gaines Date

 6/1/2026
Matt McQuillen, City Manager Date

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



RONALD S. GAINES, P.E.
4205 Daina Drive
Cedar Falls, IA
(319) 242-1835 | gainesr4205@gmail.com

Dear City Manager and Members of the Selection Committee,

I am writing to express my interest in the Public Works Director position with the City of Clive. With more than 25 years of progressively responsible experience in municipal and county public works leadership, engineering administration, and capital program delivery, I bring a comprehensive background in overseeing infrastructure systems, supervising multidisciplinary teams, and advising elected officials on long-range planning and fiscal stewardship.

Currently, I serve as Director of Public Works for Steele County, where I provide executive oversight of engineering, highway maintenance, drainage systems, and sanitary landfill operations. I lead departmental budgeting, capital improvement planning, regulatory compliance, and infrastructure investment strategy while supervising engineering and operations leadership staff. This role requires close coordination with state agencies, funding partners, and elected officials to ensure safe, efficient, and financially responsible public works services.

Before my county leadership role, I served in progressive executive positions with the City of Cedar Falls, including City Administrator, Director of Community Development, and City Engineer. In those roles, I directed a \$100 million municipal operating budget and managed an annual capital improvement program exceeding \$20 million. I led delivery of major transportation and infrastructure projects, coordinated FEMA-funded flood recovery efforts, and partnered with state and federal agencies to secure funding and advance complex capital initiatives. My experience advising the Mayor and City Council on infrastructure strategy, operational performance, and financial planning aligns directly with the expectations outlined for Clive's Public Works Director.

The City of Clive's emphasis on coordinated engineering, water resources, street operations, and intergovernmental collaboration aligns closely with my background. I have extensive experience managing consultant teams, overseeing in-house design and construction, preparing grant applications, and serving as liaison with regional and state partners. As a licensed Professional Engineer in Iowa, I bring both the technical foundation and executive leadership experience necessary to guide a comprehensive public works program under the direction of the City Manager.

I am enthusiastic about the opportunity to contribute to Clive's continued growth and infrastructure excellence. I would welcome the opportunity to discuss how my experience in public works administration, capital delivery, and organizational leadership can support the City's strategic objectives.

Thank you for your consideration.

Sincerely,
Ronald S. Gaines, P.E.

RONALD S. GAINES, P.E.
4205 Daina Drive
Cedar Falls, IA
(319) 242-1835 | gainesr4205@gmail.com

PROFESSIONAL PROFILE

Licensed Professional Engineer with more than 25 years of progressively responsible experience in county and municipal transportation infrastructure, capital program management, and public works leadership. Proven ability to plan, direct, and supervise secondary road systems, bridge programs, drainage infrastructure, and construction operations in compliance with Iowa DOT and federal standards. Experienced in budget development, five-year construction programming, right-of-way coordination, contract administration, and supervision of diverse road maintenance and engineering staff.

PROFESSIONAL EXPERIENCE

DIRECTOR OF PUBLIC WORKS

Steele County, Minnesota | 2025 – Present

Provide executive oversight of county engineering, highway maintenance, and landfill operations, including roads, bridges, drainage systems, and capital project delivery.

- Direct operations and maintenance of county road and bridge infrastructure, establishing work priorities and long-range improvement strategies.
 - Supervise County Engineer, engineering staff, Highway Maintenance Supervisor, and up to 45 indirect reports.
 - Develop and administer departmental budgets and multi-year capital improvement programs.
 - Oversee preparation of construction plans, specifications, grant applications, and regulatory documentation.
 - Coordinate with state agencies regarding funding eligibility, standards compliance, and reporting requirements.
 - Advise County Board on infrastructure priorities, maintenance practices, equipment purchases, and capital planning.
 - Ensure compliance with federal, state, and local roadways, drainage, safety, and environmental regulations.
-

CITY ADMINISTRATOR

City of Cedar Falls, Iowa | 2016 – 2025

Directed municipal infrastructure operations, including engineering, transportation systems, and capital programming.

- Oversaw \$100 million operating budget, including significant transportation and capital construction funding.
- Partnered with Iowa DOT to advance the \$70 million Viking Road & Highway 58 Interchange through environmental documentation and preliminary engineering.
- Directed 2016 flood mitigation and recovery operations in coordination with FEMA and state agencies.
- Secured funding and managed delivery of the \$29 million Main Street Reconstruction project.
- Achieved AAA bond rating through disciplined infrastructure and financial planning.

DIRECTOR OF COMMUNITY DEVELOPMENT

City of Cedar Falls, Iowa | 2007 – 2016

- Managed annual capital improvement program exceeding \$20 million.
- Delivered \$32 million Greenhill Road & Highway 58 Interchange in partnership with Iowa DOT.
- Led \$38.8 million University Avenue reconstruction improving roadway safety and traffic operations.
- Directed FEMA-funded flood recovery, buyouts, and infrastructure repair following the 2008 flood.
- Coordinated levee improvements with the U.S. Army Corps of Engineers and Iowa DNR.

CITY ENGINEER

City of Cedar Falls, Iowa | 2006 – 2007

- Directed municipal engineering operations, including roadway, drainage, and bridge infrastructure.
- Implemented federally compliant stormwater management program.
- Oversaw design and construction of transportation improvement projects.

SENIOR CIVIL ENGINEER

City of Iowa City, Iowa | 2003 – 2006

- Designed and administered multimillion-dollar roadway and utility projects.
- Prepared plans, specifications, cost estimates, and construction staging plans.
- Conducted hydraulic and drainage analyses.

PROJECT ENGINEER

Snyder & Associates, Inc. | 1998 – 2003

- Designed roadways, bridges, drainage, and utility projects for public-sector clients.
- Prepared construction documents and bid packages.
- Supported project marketing efforts and client presentations.
- Developed cost evaluations and alternative design comparisons.

EDUCATION AND CERTIFICATIONS

Bachelor of Science in Civil Engineering; *Iowa State University* | Ames, Iowa

Professional Licensed Engineer - Iowa

Professional Licensed Engineer - Minnesota

Iowa Driver's License

PROFESSIONAL AND COMMUNITY LEADERSHIP

Board of Directors, Western Home Communities (2019 - Present)

City Council Member, City of Atkins, Iowa (2003–2008)

United States Army, Sergeant (E-5), 1987–1991



Memo

TO: Mayor and Council members

FROM: Matt McQuillen, City Manager

DATE: June 11, 2026

RE: Resolution Approving City Manager Salary and Benefits Package FY 2026/2027

SYNOPSIS:

Please see attached memo from the City Council Personnel Committee consisting of Mayor Edwards and Councilmembers Judkins and Weaver regarding the City Manager's annual review and salary/benefits recommendation for FY 2026/2027.

Attachments:

1. Res Approving City Manager Pay-Benefits FY 26-27 6-11-26
2. City Manager Evaluation Council Memo 2026 Final

RESOLUTION NO. _____

**RESOLUTION APPROVING CITY MANAGER
SALARY AND BENEFITS PACKAGE FY 2026/2027**

WHEREAS, the City Council Personnel Committee recommends the 2026/2027 salary and benefits package for Matthew L. McQuillen as city manager; and

WHEREAS, it is the desire of the City Council to provide certain benefits, establish certain conditions of employment, and to set working conditions of the city manager.

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

That the City Manager Salary and Benefits Package for Fiscal Year 2026/2027 for Matthew L. McQuillen is hereby approved by the City Council of the City of Clive, Iowa, and the Mayor is hereby authorized to execute the same on behalf of the City, and the City Clerk is hereby authorized to attest to his signature.

PASSED AND APPROVED this 11th day of June, 2026.

John Edwards, Mayor

ATTEST:

Matthew Graham, City Clerk



MEMO

To: Mayor Edwards and Clive City Council

From: Personnel Committee (Mayor Edwards, Councilmembers Judkins and Weaver)

Date: June 11, 2026

Re: City Manager Performance Evaluation and Salary Recommendation

Background: The Personnel Committee formally reviews the performance of the City Manager each spring.¹ The Personnel Committee has met with the City Manager to review his performance for this past fiscal year with the results outlined below.

The City Manager's current three-year employment agreement was executed last year and remains in effect until June 30, 2028. The Committee reviewed a salary and benefits comparison of Clive's comparable cities² as context for compensation and benefit consideration with a final recommendation below.

Performance Evaluation: Feedback regarding Matt's performance from the elected officials was uniformly positive. On the rating scale Matt achieved what is considered to be a "Great Year" rating. His highest ratings came in Leadership / Management and Financial Management which is consistent with past years. Matt has proven his financial acumen over many years of service with the city; and his genuine commitment to the city, its employees, and its residents is unquestioned.

In reviewing department specific ratings, Matt's highest average ratings come in Fire/EMS and City Administration. And although assessments for Public Works & Library weren't as high, they both still fell in the "Great Year" category and reflect only minor areas for improvement.

Overall, the feedback received regarding the City Manager is extremely positive and praiseworthy. We appreciate all his efforts over the past year during very challenging times and look forward to the future under his strong leadership.

Salary & Benefits Recommendation: Subject to council approval, the committee is recommending a 5.25% increase to his \$236,004 base salary, effective July 1, 2026. This reflects 2.25% based on the merit matrix plus a 3% COLA and will result in a new salary of \$248,394 consistent with the city's Salary Matrix Table using merit, CPI, and wage position factors. The salary range for our comparable metro cities is from \$213,242 to \$260,00 (median \$242,691), with the new salary being about 2.3% above the midpoint.

¹ In alternating years Executive Coach Sarah Noll Wilson's team has been involved in the process of gathering feedback from department heads. Since that work was done in 2025, this year's ratings and comments were limited to council members and the mayor. In future years the committee will consider whether that additional feedback is needed.

² Comparable cities include Altoona, Ankeny, Grimes, Johnston, Pleasant Hill, Urbandale, Waukee, & West Des Moines.



Memo

TO: Mayor and Council members

FROM: Pete De Kock, Assistant City Manager

DATE: June 11, 2026

RE: Clive Communications Report, January through May 2026

SYNOPSIS:

Clive Communications Specialist Molly Elder will update the Council on City communications activities from January 2026 through May 2026. The attached slides outline primary stories told over the past five months and the performance of multiple engagement tools. We will also share design concepts for the next iteration of the City, Library, and Parks & Rec websites scheduled to launch in March 2027.

Attachments:

1. Jan - May 2026 Comms Report for Council

Communications Highlights

January - May 2026

Storytelling

- New Utility Billing System - Community Connect
- Special Census Results
- Construction updates
 - Alice's Road
 - Hickman Interchange
 - City Hall Renovations
 - Linnan Park
 - Greenbelt Landing
- E-Scooter/E-Bike Safety
- Smart Water Use
- FY 2026-2027 Budget
- CIT and K-9 Programs at Clive PD



Greenie

Greenie is Clive's virtual assistant, an AI-powered chat bot and text service. Here are some highlights since Greenie launched in December 2024:

- Total number of people who have used the service = **4,872**
- Text alerts sent between January - May 2026 = **34**
- Total text alerts sent since December 2024 = **128**
- **6,655** engagements since launch.

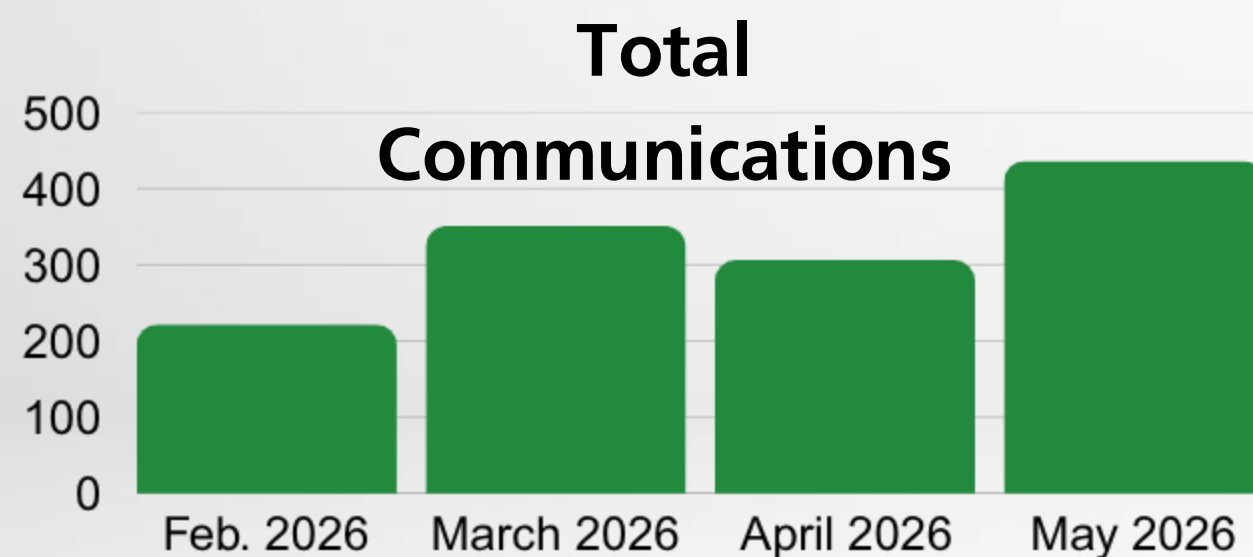
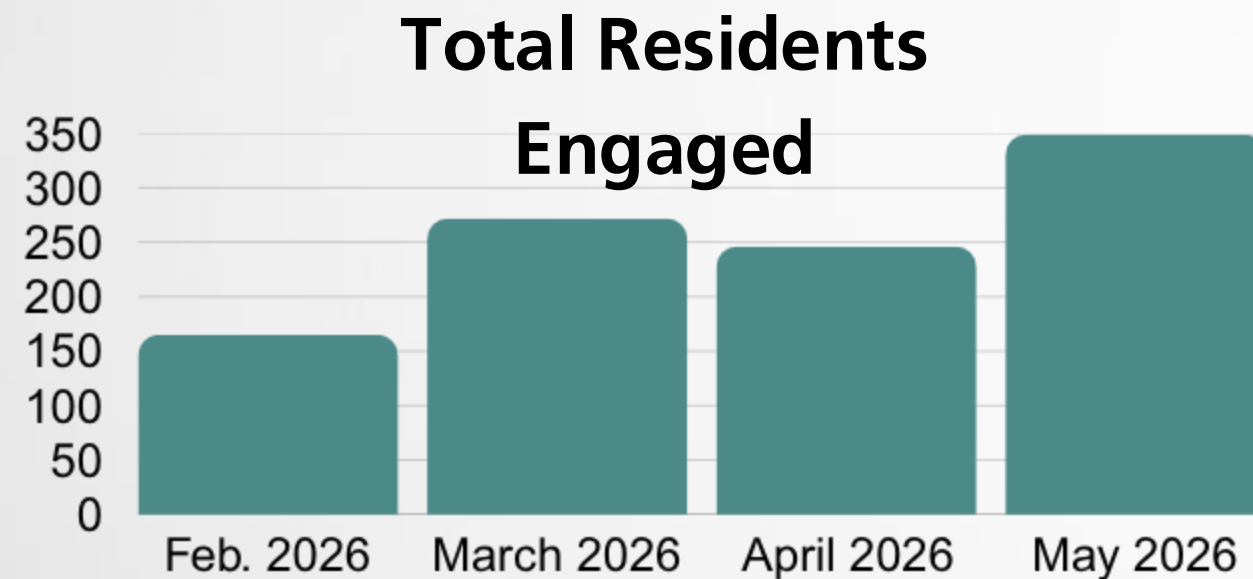


City of Clive

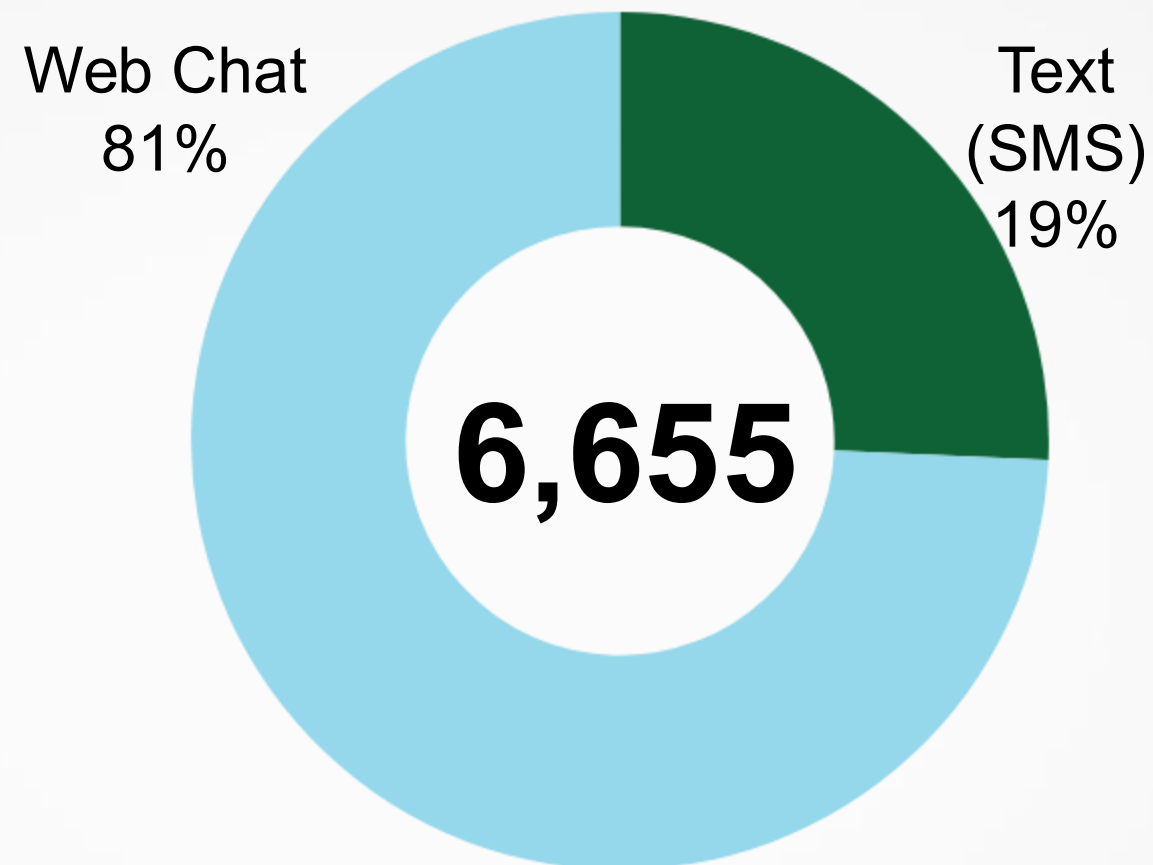


Ask Greenie

Web Chat
Text Chat
Text Alerts
Multilingual



Total Communications



Most Popular Topics:

- Utility bill, Online Bill Pay
- Garbage & Recycling
- Parks & Recreation
- Inspections & Permits
- Library

Since Launching
in December 2024:

Residents
Engaged

4,872

Alert
Sign Ups

729

Questions

5,499

Languages Used:

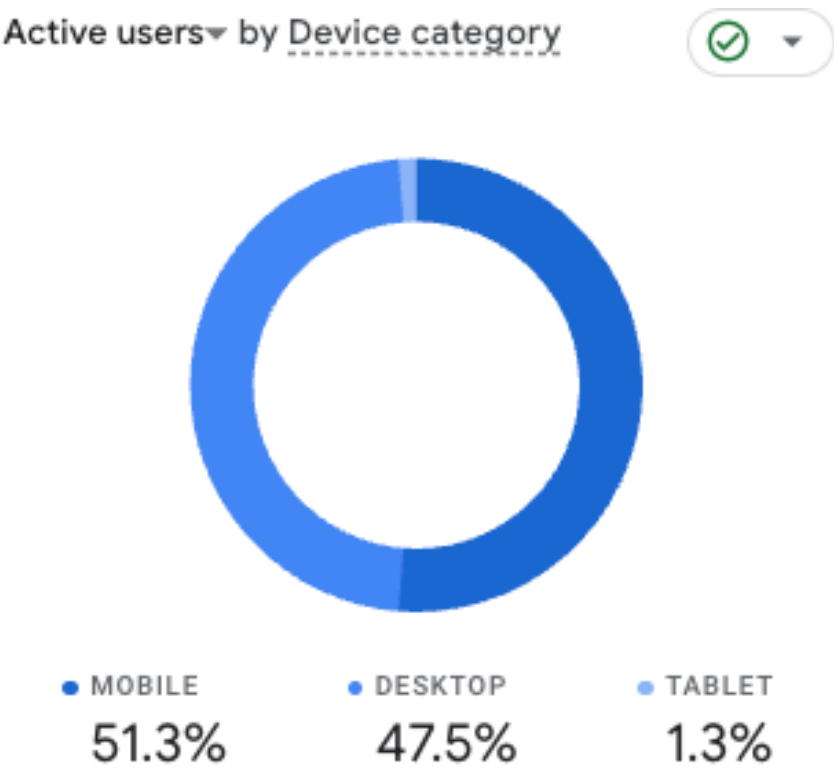
- English
- Spanish
- German

City of Clive Website Snapshot (January - May 2026)

Page title and screen class +		↓ Views	Active users	Views per active user	Average engagement time per active user	Event count All events ▾
Total		93,004 100% of total	36,386 100% of total	2.56 Avg 0%	42s Avg 0%	240,528 100% of total
1	Welcome to Clive, IA	26,685 (28.69%)	14,436 (39.67%)	1.85	19s	68,434 (28.45%)
2	Online Bill Pay	5,106 (5.49%)	2,611 (7.18%)	1.96	1m 03s	12,393 (5.15%)
3	Temporary Closure of NW 100th Street and Free Speech Area During President Trump 8217 s Visit to the Horizon Events Center on Jan 27	5,104 (5.49%)	4,130 (11.35%)	1.24	16s	15,151 (6.3%)
4	Clive Careers	4,825 (5.19%)	2,880 (7.92%)	1.68	12s	13,018 (5.41%)
5	Mayor s Spring Clean Up	2,744 (2.95%)	1,687 (4.64%)	1.63	25s	7,412 (3.08%)
6	Police	1,844 (1.98%)	1,280 (3.52%)	1.44	37s	5,546 (2.31%)
7	City Council	1,655 (1.78%)	917 (2.52%)	1.80	32s	4,212 (1.75%)
8	Major Projects and Plans	1,592 (1.71%)	988 (2.72%)	1.61	53s	4,276 (1.78%)
9	Utility Rates Billing	1,384 (1.49%)	898 (2.47%)	1.54	37s	2,837 (1.18%)
10	Permits and Licenses	1,347 (1.45%)	716 (1.97%)	1.88	33s	3,505 (1.46%)

Top pages visited:

- Online Bill Pay
- Clive Careers page
- Temporary Street Closure



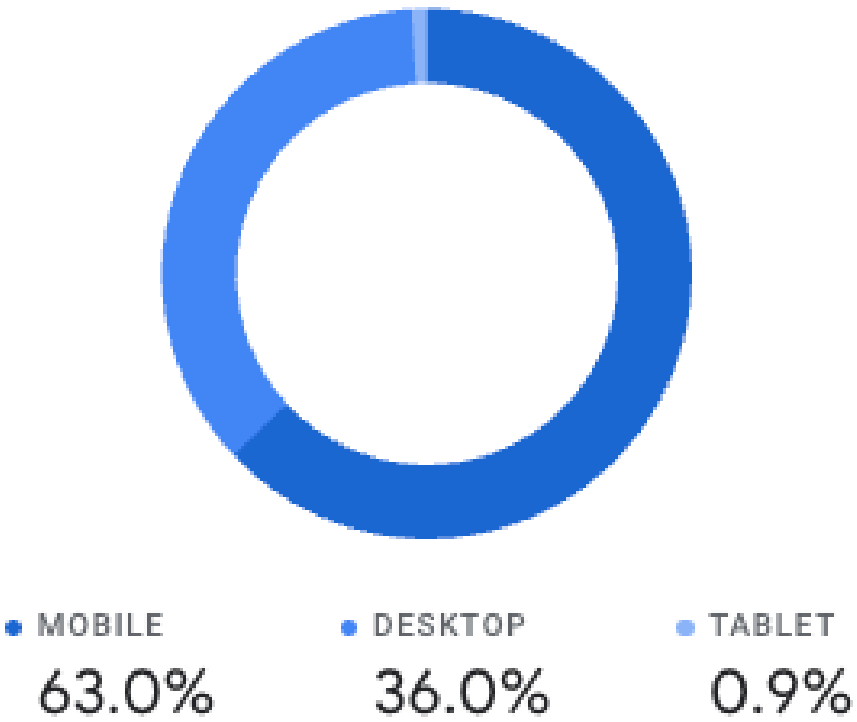
Parks & Recreation Website Snapshot (January - May 2026)

Page path and screen class		↓ Views	Active users	Views per active user	Average engagement time per active user	Event count
		100% of total	100% of total	Avg 0%	Avg 0%	All events
Total		93,377	36,494	2.56	34s	230,935
1	/parkandrecreation/calendar_mini.php	19,999 (21.42%)	11,483 (31.47%)	1.74	6s	48,246 (20.89%)
2	/parkandrecreation/aquatic_center/index.php	15,536 (16.64%)	9,315 (25.52%)	1.67	18s	41,838 (18.12%)
3	/parkandrecreation/aquatic_center/swimming_lessons/index.php	5,056 (5.41%)	2,814 (7.71%)	1.80	32s	11,308 (4.9%)
4	/parkandrecreation/	4,850 (5.19%)	2,939 (8.05%)	1.65	37s	11,473 (4.97%)
5	/parkandrecreation/aquatic_center/about.php	4,712 (5.05%)	3,032 (8.31%)	1.55	42s	8,727 (3.78%)
6	/parkandrecreation/programs_and_events/recreational_programs/index.php	3,411 (3.65%)	1,949 (5.34%)	1.75	14s	8,065 (3.49%)
7	/parkandrecreation/facilities/harbach_center.php	3,370 (3.61%)	2,362 (6.47%)	1.43	17s	9,438 (4.09%)
8	/parkandrecreation/aquatic_center/season_passes.php	3,337 (3.57%)	2,165 (5.93%)	1.54	34s	7,786 (3.37%)
9	/parkandrecreation/programs_and_events/food_truck_fridays/index.php	3,257 (3.49%)	1,959 (5.37%)	1.66	24s	8,988 (3.89%)
10	/parkandrecreation/facilities/creekside_pavilion/index.php	1,843 (1.97%)	882 (2.42%)	2.09	48s	4,362 (1.89%)

Top pages visited:

- Parks & Rec Calendar
- Clive Aquatic Center
- Swimming Lessons

Active users by Device category



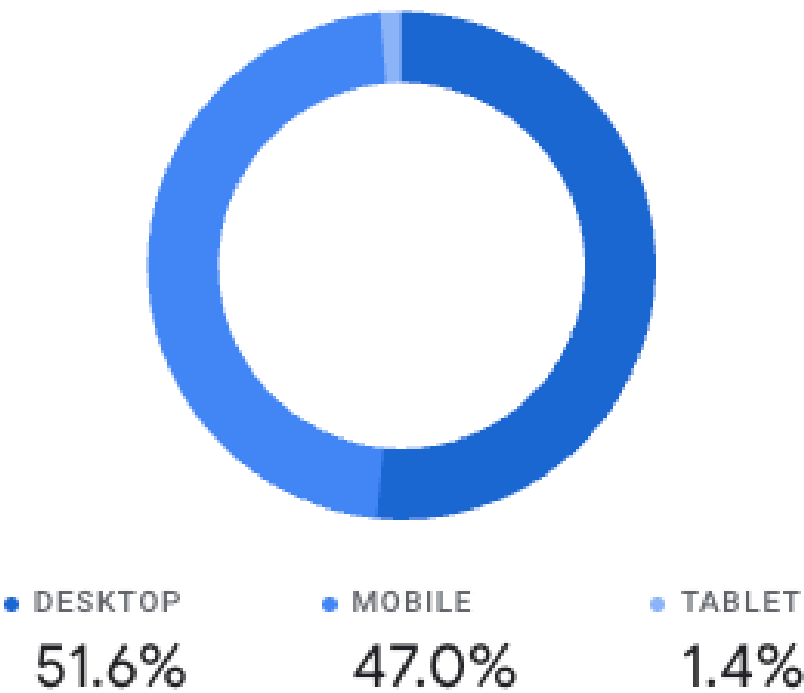
Library Website Snapshot (January - May 2026)

Top pages visited:

- Library Calendar
- Library Programs

Page path and screen class		Views	Active users	Views per active user	Average engagement time per active user	Event count
		All events				
Total		55,354 100% of total	16,340 100% of total	3.39 Avg 0%	28s Avg 0%	125,515 100% of total
1	/library/calendar_mini.php	27,737 (50.11%)	14,214 (86.99%)	1.95	9s	65,134 (51.89%)
2	/library/	14,088 (25.45%)	5,946 (36.39%)	2.37	13s	31,820 (25.35%)
3	/library/calendar.php	5,100 (9.21%)	1,927 (11.79%)	2.65	1m 04s	10,422 (8.3%)
4	/library/about/library_programs/index.php	825 (1.49%)	533 (3.26%)	1.55	18s	1,657 (1.32%)
5	/library/i_want_to_/index.php	718 (1.3%)	353 (2.16%)	2.03	13s	1,461 (1.16%)
6	/library/explore_our_collections/index.php	403 (0.73%)	268 (1.64%)	1.50	15s	1,013 (0.81%)
7	/library/children/index.php	328 (0.59%)	219 (1.34%)	1.50	15s	536 (0.43%)
8	/library/services/index.php	296 (0.53%)	209 (1.28%)	1.42	12s	687 (0.55%)
9	/library/adult/index.php	293 (0.53%)	189 (1.16%)	1.55	23s	579 (0.46%)
10	/library/i_want_to_/get_a_library_card/index.php	288 (0.52%)	192 (1.18%)	1.50	52s	667 (0.53%)

Active users by Device category



Media Coverage

Local news outlets featured the following stories:

- Greenbelt Landing milestones
- Clive PD CIT program
- Clive receives \$13.1 million FEMA grant for flood resilience
- Clive PD K-9 program
- Clive special census results
- City Council considers e-bike ordinance

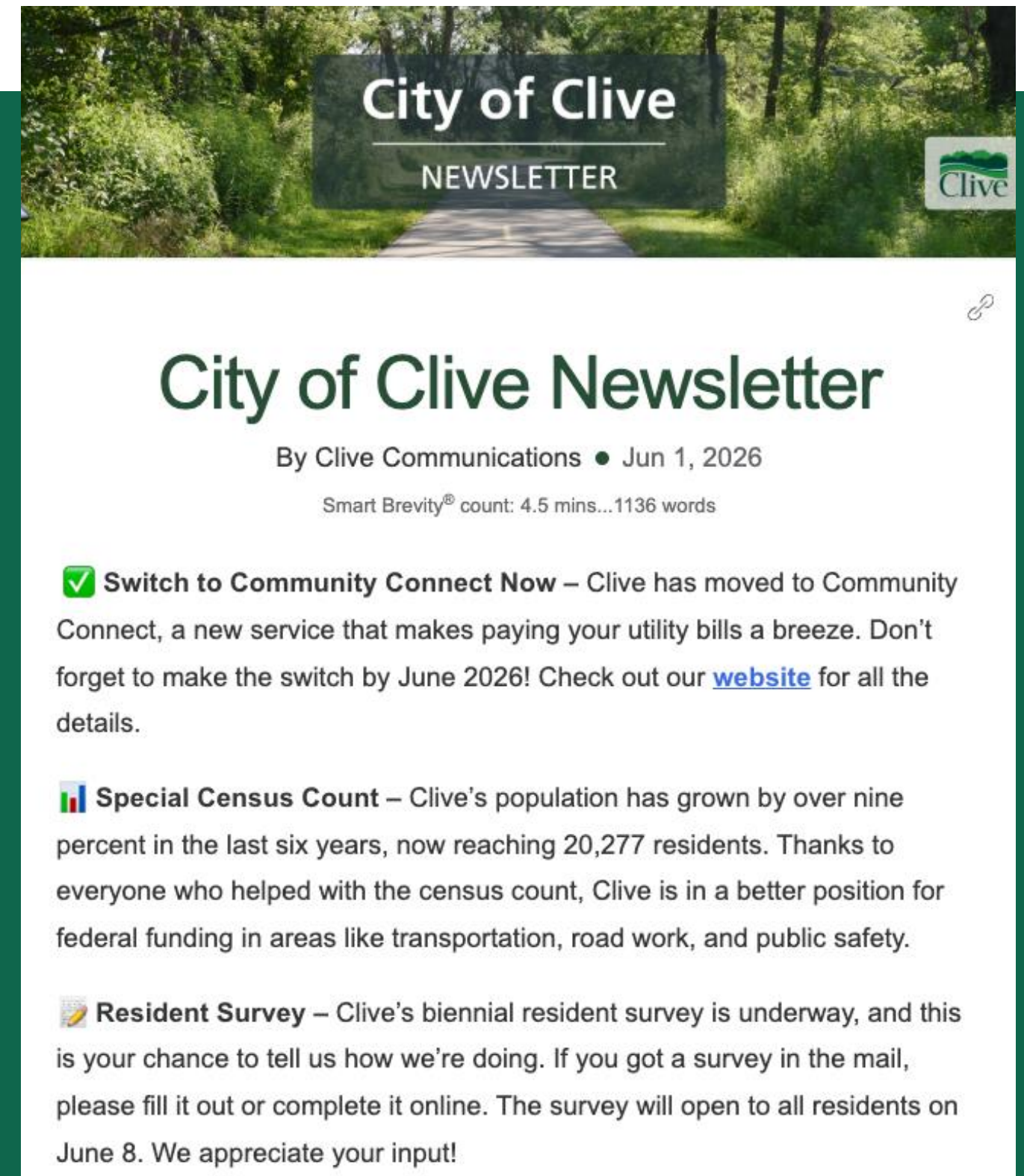
Upcoming Stories & Projects

- Website Redesign
- E-scooter/E-bike safety (ongoing)
- Back-to-School Festival and Linnan Park Ribbon Cutting (Aug. 7)
- Greenbelt Landing and 50th Clive Festival
- 2026 Resident Satisfaction Survey Results
- Ongoing Greenie Adoption
- Ongoing E-newsletter Adoption
- Fire/EMS Study Results

New E-Newsletter

We launched the City of Clive E-newsletter on Axios HQ in May 2026.

- The platform uses Smart Brevity to enhance content for the digital space.
- AI tools help refine existing content and make it clear, concise, and accessible.
- Leisure Services newsletters are switching over soon.
- Readers can leave anonymous feedback.
- Analytics dashboard provides more data for us.
- The e-newsletter format drives more traffic to our website.



E-Newsletter Data

Newsletter sent on June 1, 2026

2,653

Recipients

68%

Open Rate

Industry standard is around 20%

3,202

Total Opens

Includes repeated views

536

Link Clicks

Driving traffic to our website

 Ride safe and smart in Clive 



As you cruise around on your e-bikes and e-scooters, remember to be safe and courteous.

- Chat with your family and friends about riding responsibly, so that everyone can enjoy Clive's recreational areas.

Here are some tips:

!! Stay alert. Keep those eyes up and your headphones off to stay aware of your surroundings.

👁️ Stop and look before crossing the street. It's easy to miss a car, so always pause, and check both ways twice before crossing.

🚶 Respect others on the sidewalks. Slow down near people, give them space, and let them know when you're passing by saying "On your left" or "On your right."

✅ Keep your helmet on always. E-scooters can be dangerous, even at 15 mph.

💡 Wear reflective gear and use a light. Make sure you're visible at all hours after dark.

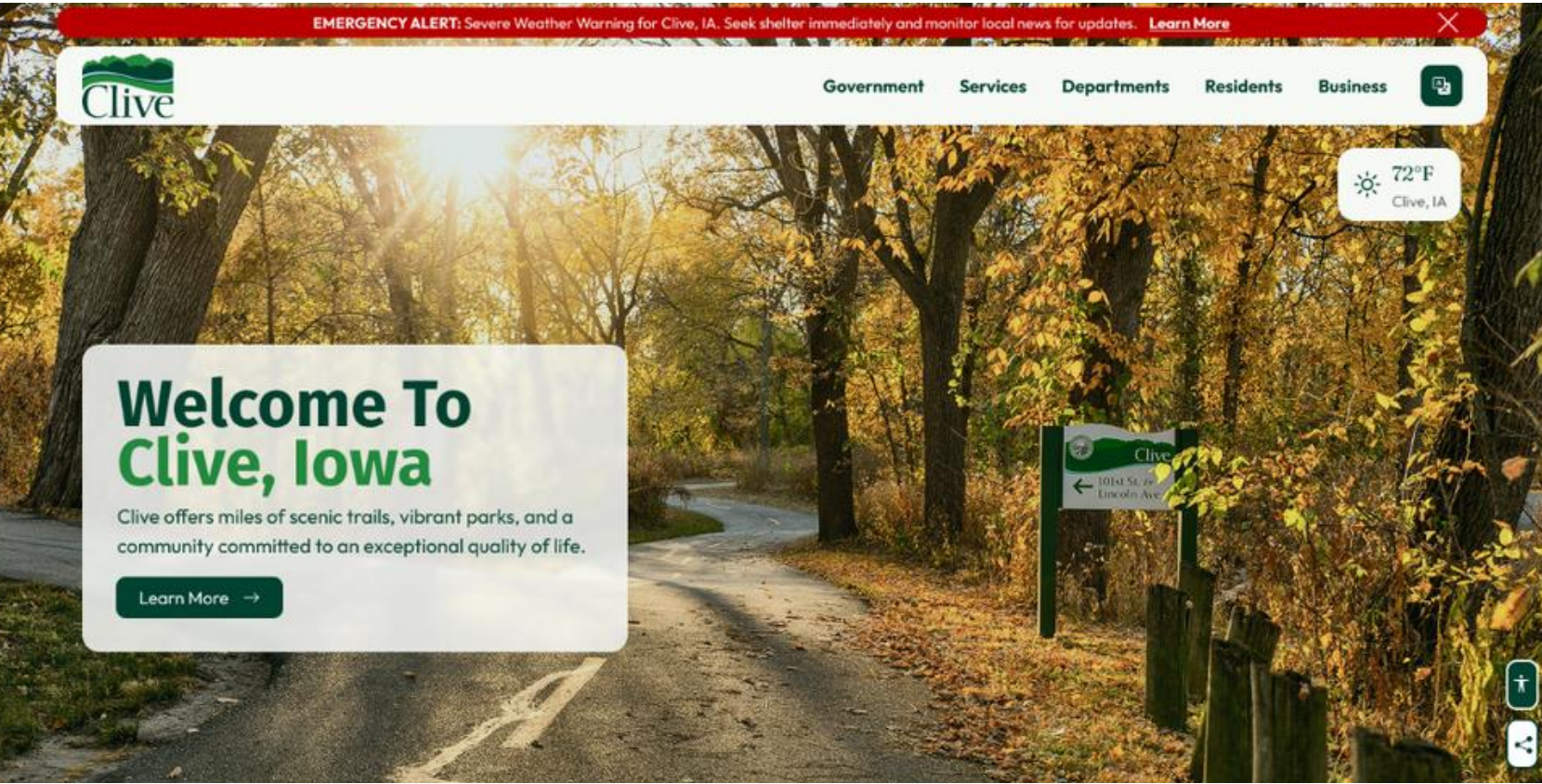
Website Committee

Ongoing work to redesign the website by 2027.

Website redesign goals:

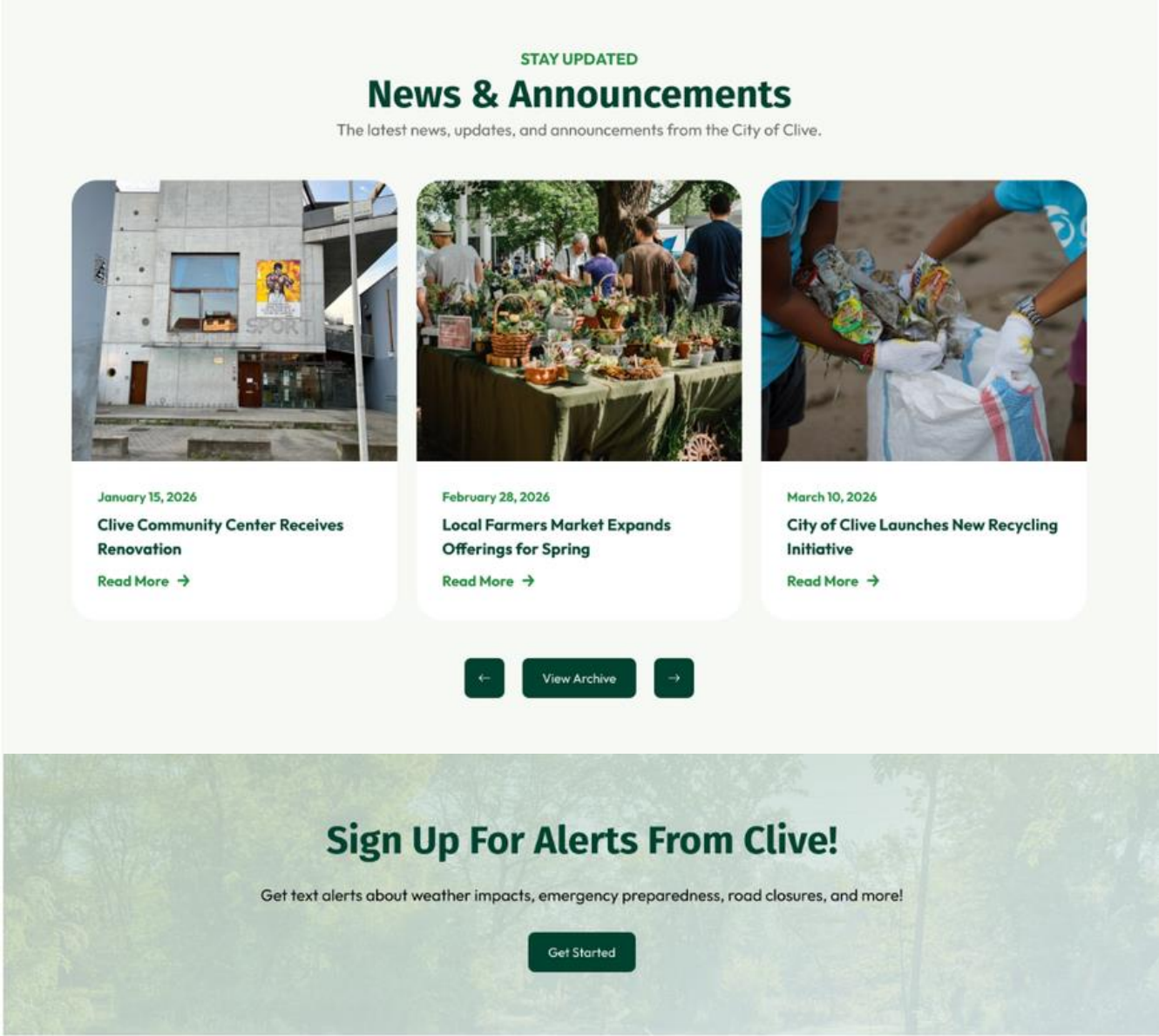
- Meet web accessibility requirements.
- Remove duplicate and/or outdated pages and files.
- Restructure the website to improve navigation.
- Improve mobile interface.
- Modernize design and visuals.

Website Redesign Preview



QUICK ACCESS What Can We Help You With?

Access the most requested city services and information with a single click.



Sign Up For Alerts From Clive!

Get text alerts about weather impacts, emergency preparedness, road closures, and more!

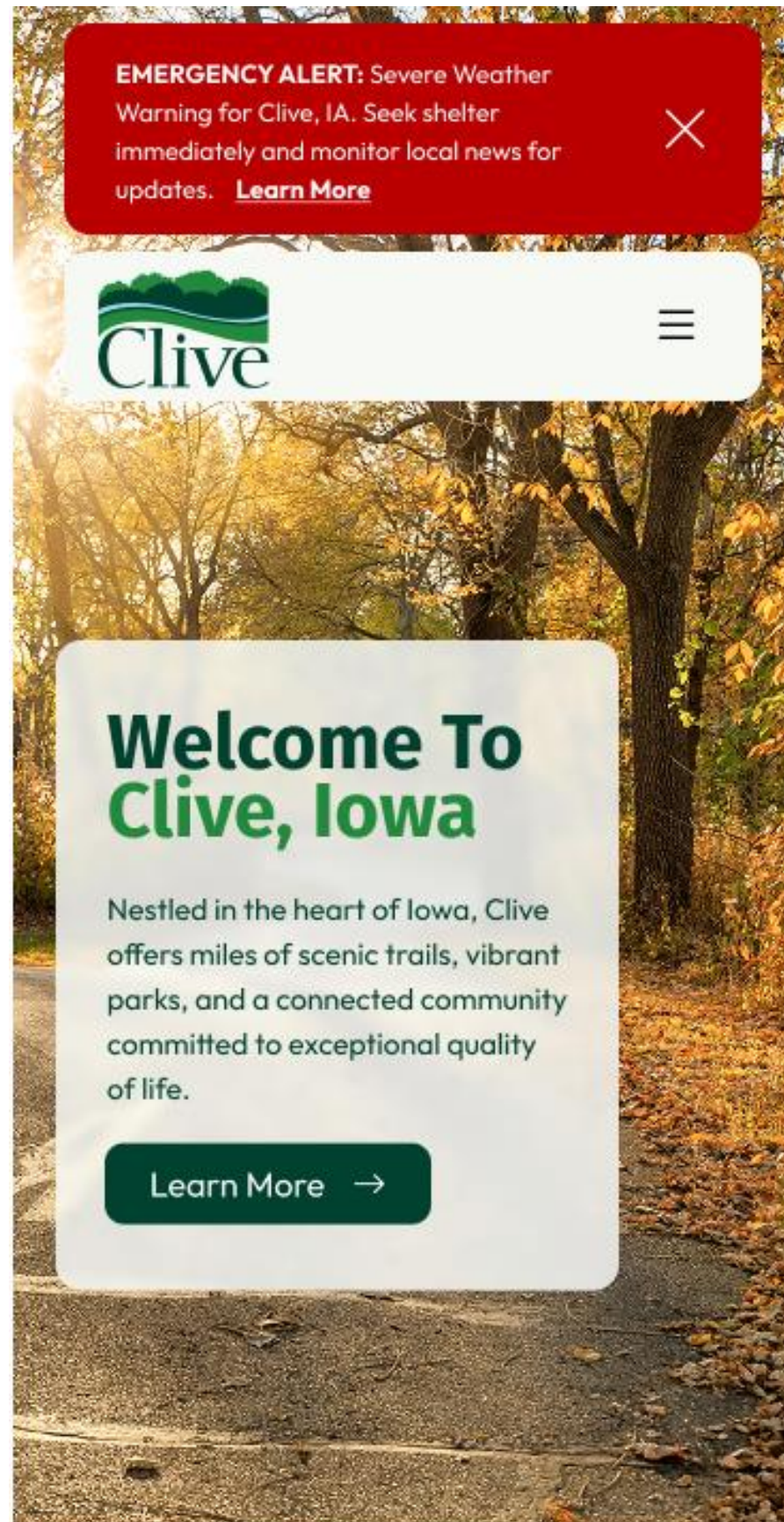
Get Started

UPCOMING Events & Meetings

Easily find and access all the essential city services and information with just one click.



Website Redesign Preview - Mobile Mode



What Can We Help You With?

Access the most requested city services and information with a single click.



Major Plans & Projects



Garbage & Recycling



Utilities



Parks & Recreation



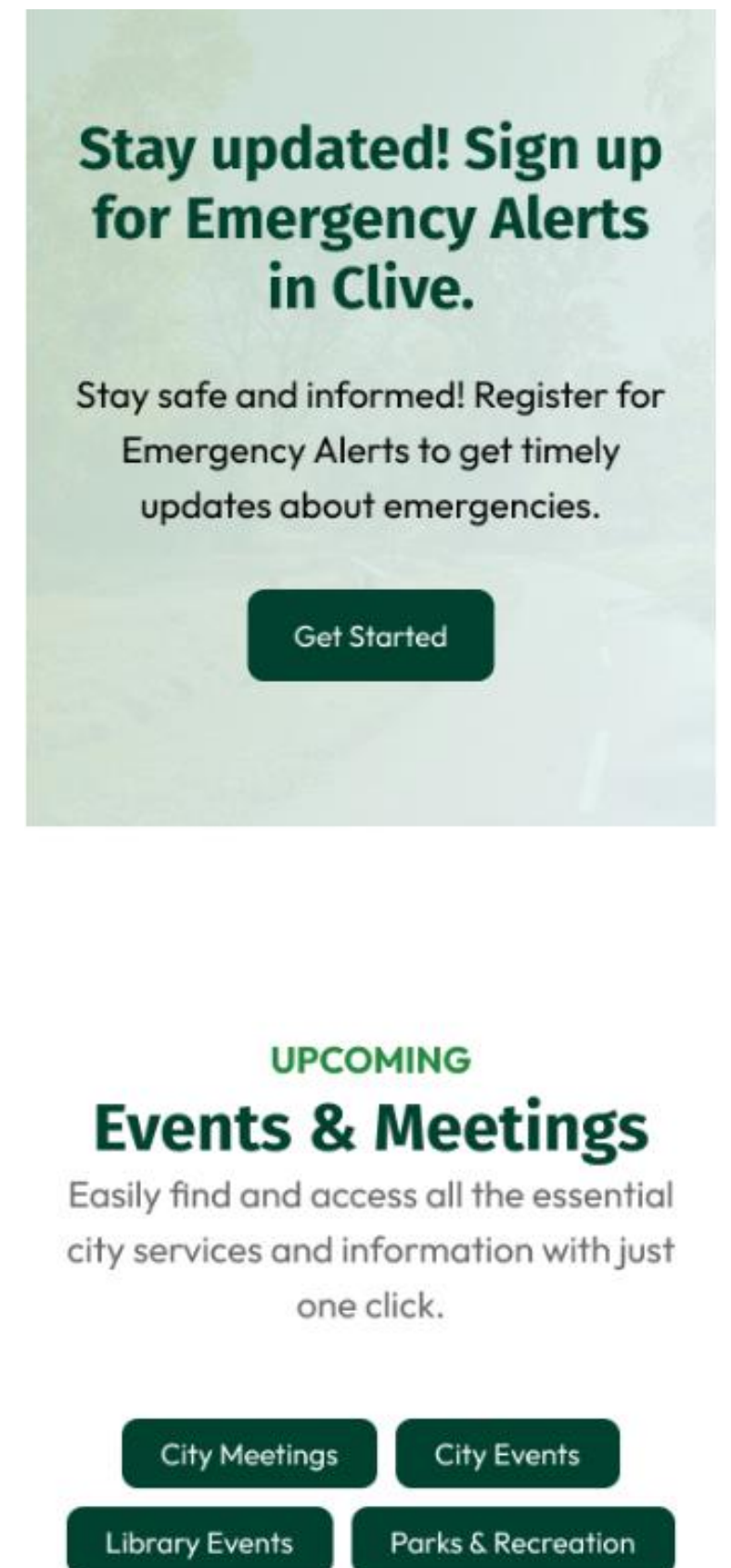
Library



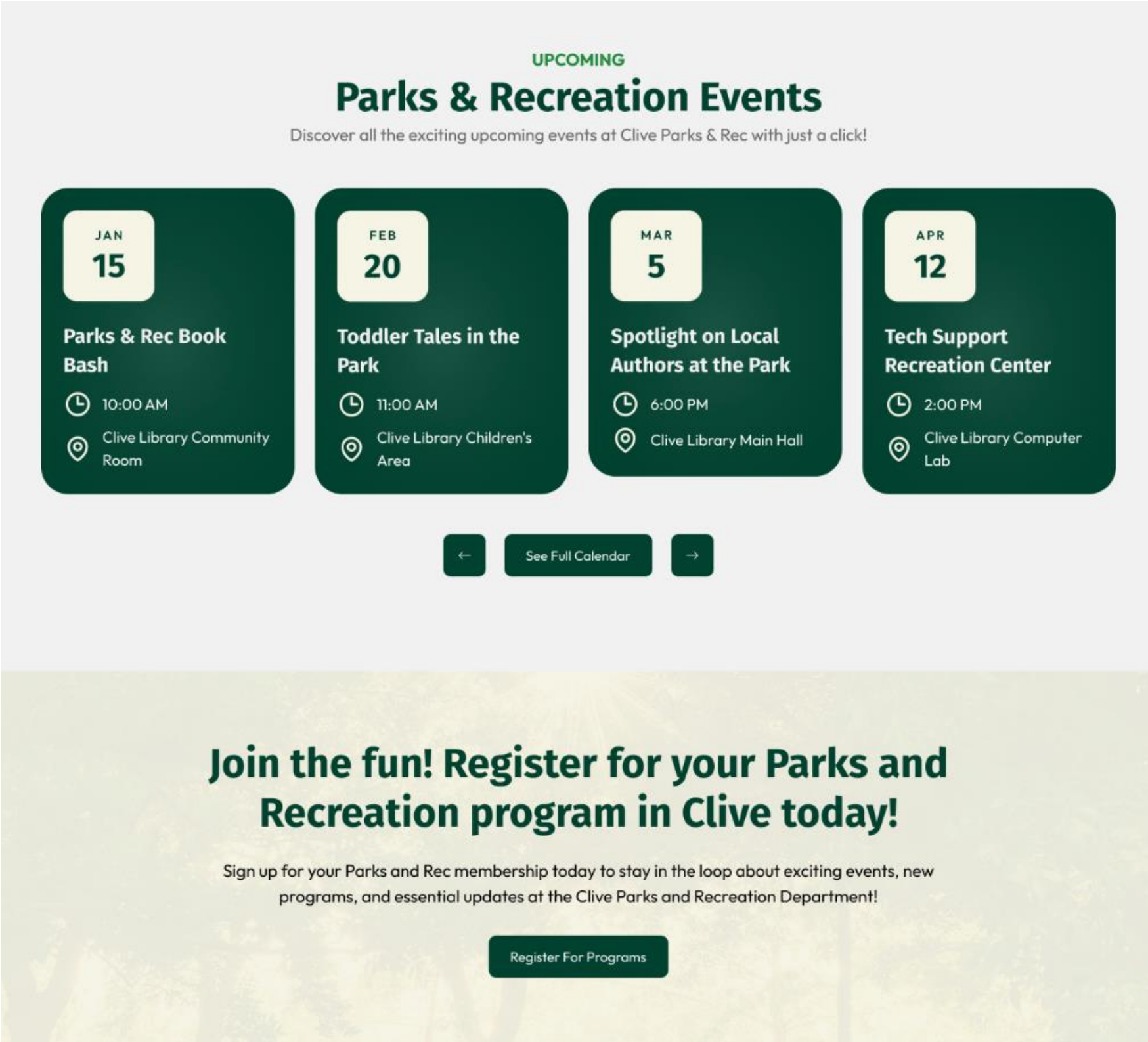
Garbage & Recycling



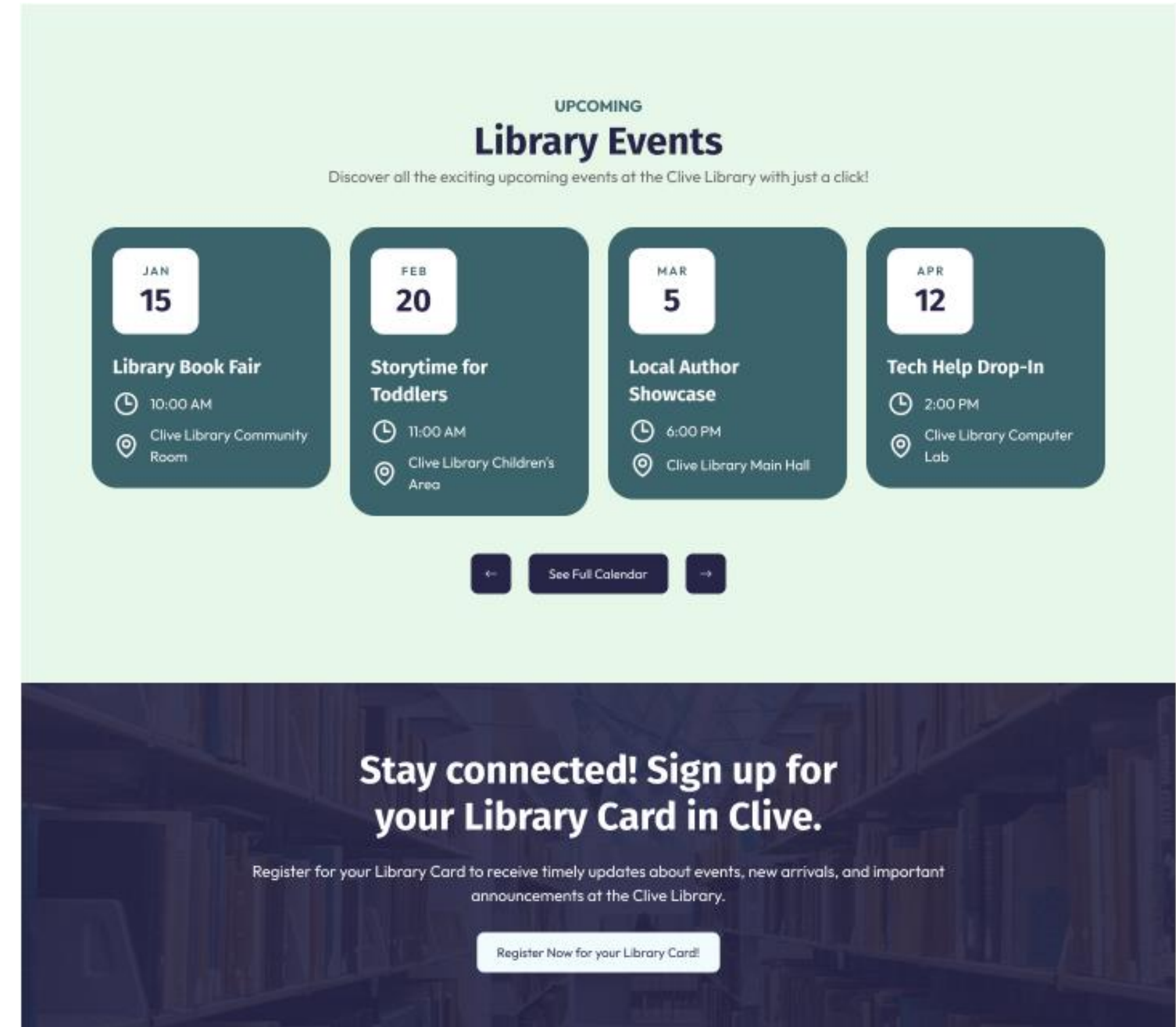
Utilities



Website Redesign Preview



Website Redesign Preview - Library



Questions?