CLIVE CITY COUNCIL

AGENDA, REGULAR MEETING
1900 NW 114th Street
July 9, 2026 6:00 PM

This meeting will be conducted in person in the City Council Chambers and virtually via Zoom platform. To participate virtually use the following link: https://us06web.zoom.us/j/86146011535 - Meeting ID: 861 4601 1535 - One tap mobile: +13017158592,,86146011535# US (Washington DC)

Call to Order/Roll Call/Pledge of Allegiance

Approval of the Agenda

Citizen 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 06/25/2026 City Council Minutes
3. Bill List
4. Approve New Retail Tobacco Sales License Application - Pump & Pantry - 11925 University Ave.
5. Approve Retail Tobacco Sales License Renewal Application - Afghan Supermarket - 8801 University Ave, Ste 25/26
6. Approve Retail Tobacco Sales License Renewal Application - Puff Cloud Smoke Shop - 2180 NW 156th Street, Ste 103
7. Approve Retail Device Sales License Renewal Application - Puff Cloud Smoke Shop - 2180 NW 156th Street, Ste 103
8. Approve Retail Alcohol Sales License Renewal Application - El Rodeo - 1310 NW 118th Street
9. Resolution Designating the Official Location for Posting Public Meeting Notices
10. Resolution Approving Substantial Completion and Accepting the Work - Greenbelt Landing Construction Phase 1 Project
11. Approve Pay Request #1 - Capital Demolition and Environmental Services LLC - 1829 NW 86th Street Demolition Project - $30,044.00.
12. Approve Pay Request #2 - The Concrete Company - 2026 Residential PCC Pavement Rehabilitation Project - $3,395.00
13. Approve Pay Request #4 - Mainline Construction - Alice's Road Reconstruction Phase 1B - $148,702.99

14. Approve Pay Request #6 (Final) - Elite Glass and Metal - City Hall Remodel Phase 2 Project - $4,060.53
15. Approve Pay Request #7 - Caliber Concrete - Linnan Park Construction Project - $229,066.85
16. Approve Pay Request #7 (Final) - Elite Fire Sprinkler - City Hall Remodel Phase 2 Project - $943.11
17. Approve Pay Request #9 (Final) - Cunningham Inc - City Hall Remodel Phase 2 Project - $12,695.98
18. Approve Pay Request #9 (Final) - Keystone Construction - City Hall Remodel Phase 2 Project - $16,809.59
19. Approve Pay Request #9 - On Track Construction, LLC - Linnan Park Construction Project - $50,636.30
20. Approve Pay Request #12 - Country Landscapes - Greenbelt Landing Construction Project - $120,710.06
21. Approve Pay Request #12 - Hansen Company - Linnan Park Construction Project - $62,446.17
22. Approve Pay Request #18 - On Track Construction - Greenbelt Landing Construction Project - $20,286.30
23. Approve Pay Request #21 - Keystone Construction - Greenbelt Landing Construction Project - $32,342.42
24. Approve Purchase - Karl Chevrolet - Water Utility Truck #735 - Public Works - $46,781.44.
25. Approve Purchase - Karl Chevrolet - Fleet Truck #741 - Public Works - $47,854.44.
26. Resolution Approving the Acquisition of 2789 W Avenue, Waukee, IA, for the Alices Road Reconstruction Project - Travis L. Beam - $125,000
27. Approval of Amendments to the Covenant - Woodlands Homeowners Association
28. Resolution Accepting First Amendment to Overland Flowage and Private Storm Sewer Easement - 4189 Westgate Pkwy
29. Resolution Accepting First Amendment to Storm Sewer, Overland Flowage, and Private Storm Sewer Easement - 17947 Creekside Drive
30. Resolution Accepting First Amendment to Storm Sewer and Surface Water Flowage Easement - 16805 Tanglewood Dr
31. Resolution Accepting First Amendment to Overland Flowage and Private Storm Sewer Easement - 18154 Alpine Dr
32. Resolution Accepting First Amendment To Surface Water Flowage Easement- 15049 Hawthorn Dr
33. Resolution Approving First Amendment To Surface Water Flowage Easement - 4533 NW 167th Street
34. Approve Memorandum of Understanding between Clive Police Department and Bureau of Alcohol, Tobacco, Firearms and Explosives (ATF).

35. Approve Pay Rate - Augustus Mease - Full-Time Firefighter/Paramedic - $26.83/Hr - Effective 07/10/2026

Action Items

1. 3rd Consideration of Proposed Ordinance 1178 Amending Title 6, Chapter 7, Personal Transportation and Mobility Devices.

Discussion

1. Strategic Plan Action Items Update

Correspondence

Reports

Adjournment

Memo

TO: Mayor and Council members
FROM: Matt McQuillen, City Manager
DATE: July 9, 2026
RE: City Manager Memo

SYNOPSIS:
Attached please find the City Manager's Memo for the July 9, 2026 meeting of the Clive City Council.

Attachments:
1. General Info Memo 7-9-26

MEMO

To: Mayor Edwards and Clive City Council

From: City Manager Matt McQuillen

Date: July 6, 2026

Re: General Information Memo – July 9, 2026 City Council Meeting

The July 9, 2026, City Council meeting will be in-person in the Council Chambers at Clive City Hall & virtually at: https://us06web.zoom.us/j/86146011535

Consent Agenda – There are a few items to note on the consent agenda. First, to ensure conformance with new state law effective July 1, 2026 staff has included a resolution designating the official location for posting public meeting notices as the public entrance adjacent to Clive City Hall Council Chambers. Second, staff have completed negotiations for the acquisition of property at 2789 W Avenue for ROW needed for phase 3 (scheduled for construction in 2028) of the Alice's Road Reconstruction Project. Appraisal data was utilized for the purchase agreement and staff would recommend approval. Third, staff have received the required documentation for an amendment to the convent for Woodlands Homeowners Association. Of note, the amendment will add a covenant provision to prohibit short-term rentals within the HOA. Finally, staff would recommend approval of the wage rate for Augustus (Gus) Mease to join the Clive Fire Department as a Firefighter/Paramedic effective July 10, 2026. Gus will fill a previous vacancy.

Personal Transportation and Mobility Devices Ordinance (E-Bikes/E-Scooters) – At the June 25 meeting the Clive City Council approved second reading of Ordinance 1178 amending the City Code for Personal Transportation and Mobility Devices. During the June 25 meeting, Police Chief Mark Rehberg proposed a few minor definition updates that have been incorporated into the ordinance draft for the third and final reading. As the Council is aware, before and during the June 25 meeting Alex Rice from the Street Collective shared concerns with the E-moto definition. Staff is recommending the Council proceed to the 3rd and final reading to proceed with the educational campaign for the first year before aggressive enforcement begins of any provisions. This also provides time for any adjustments to the ordinance as new information, state law changes or electric device technology changes occur. Also included in the packet is a graphic produced by the City of Norwalk comparing the proposed ordinances from Clive, Waukee and Norwalk, with the document noting Clive's proposed ordinance as "balanced and flexible".

Strategic Plan Update – At the end of July 9 meeting, the City Manager will provide an update on the progress made to date on the various strategic planning priorities. A summary slide deck is included in the packet for your review along with a supporting document from the Strategic Plan Update workshops this past fall. Please let the City Manager know if you have any specific items you wish to have featured during the discussion.

Tentative Upcoming Agenda Items

July 23

- Presentation – Jeff May Retirement Recognition
- Presentation – Greater Dallas County Development Alliance Annual Update
- Public Hearing – 2026 Soil Quality Restoration (SQR) Project
- Discussion – Housing Improvement Strategy
- Closed Session - Discuss the purchase or sale of real estate

August 13

- Presentation – 2026 Resident Survey Results
- Discussion – Greenbelt Landing and Linnan Park Programming Plans

Memo

TO: Mayor and Council members
FROM: Matthew Graham, City Clerk
DATE: July 9, 2026
RE: Approve 06/25/2026 City Council Minutes

SYNOPSIS:

Attachments:
1. cc Minutes 06_25_2026

CLIVE CITY COUNCIL MEETING MINUTES
REGULAR MEETING
JUNE 25, 2026
CITY HALL COUNCIL CHAMBERS

Call to Order/Roll Call/Pledge of Allegiance
Mayor Edwards presided and called the meeting to order at 6:00 p.m. Council Members present were: Ted Weaver, Susan Judkins, Eric Klein, Breanne Hocker, Sadie Gasparotto (via Zoom). 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 with removal of Consent Item 39, 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 - May 2026; 3. Assistant City Manager Tech Services Report - May 2026; 4. Administrative Services Monthly Report - May 2026; 5. Community Development Monthly Report - May 2026; 6. Fire Department Report - May 2026; 7. Leisure Services Report - May 2026; 8. Police Department Report - May 2026; 9. Public Works Report - May 2026; 10. Treasurer's Report - May 2026; 11. Approve 06/11/2026 City Council Minutes; 12. Bill List; 13. Approve Retail Alcohol Sales License Renewal Application - The Other Place - 12401 University Avenue; 14. Approve Retail Alcohol Sales License Renewal Application - Clive Festival; 15. Approve Retail Alcohol Sales License Renewal Application - Cool Basil - 1250 NW 86th Street; 16. Approve Retail Alcohol Sales License Amendment Application - Aura Restaurant - 12851 University Avenue, Suite 400; 17. **Resolution 2026-169** Authorizing EMS Account Adjustments and Write-Offs; 18. **Resolution 2026-170** Authorizing Write-Off of Uncollectible Library Accounts; 19. **Resolution 2026-171** Authorizing and Directing the City Clerk to Write-Off as Uncollectible Certain Parking Citations; 20. **Resolution 2026-172** Accepting Work - 2026 Curb and Gutter Repair; 21. **Resolution 2026-173** Accepting Work - 2025 Residential PCC Pavement Rehabilitation Project; 22. **Resolution 2026-174** Approving Change Order #3 - Sternquist Construction - Harbach Blvd Phase 2 Reconstruction - $5,571.50; 23. **Resolution 2026-175** Approving Amendment #4 - Stantec Consulting Services, Inc. - Little Walnut Creek Restoration and Trail Construction - $118,466.00; 24. Approve Pay Request #2 - Sternquist Construction - Harbach Blvd Phase 2 Reconstruction - $114,479.30; 25. Approve Pay Request #2 - Grimes Asphalt & Paving Corp. - City Hall Parking Lot Improvement - $80,934.91; 26. Approve Pay Request #9 - DCI Group - City Hall Remodel Phase 2 Project - $23,641.44; 27. Approve Purchase of Envirosite Rovver X camera system and retrofit into current Ford Transit van #739 - McQueen - $148,294.63 - Public Works; 28. **Resolution 2026-176** Approving Agreement - Eagle Sign Company - Greenbelt Landing Monument Sign - $42,557.33; 29. **Resolution 2026-177** Accepting First Amendment to Storm Sewer and Overland Flowage Easement - 15102 Wildwood Drive; 30. **Resolution 2026-178** Approving First Amendment to Overland Flowage and Private Storm Sewer Easement - 3945 Westgate Parkway; 31. **Resolution 2026-179** Accepting First Amendment to Overland Flowage and Private Storm Sewer Easement - 18274 Hidden Knoll; 32. **Resolution 2026-180** Accepting First Amendment to Overland Flowage and Private Storm Sewer Easement - 18190 Alderleaf Drive; 33. **Resolution 2026-181** Setting Public Hearing (07/23/2026 - 6:00 p.m.) to Consider Plans,

Specifications, and Taking Bids for the 2026 Clive Soil Quality Restoration Cost-Share Program; 34. **Resolution 2026-182** Approving Employee Handbook - Effective 07/01/2026; 35. **Resolution 2026-183** Approving Job Description For Various Positions; 36. **Resolution 2026-184** Amending Staff Pay Rates for FY 2026-2027; 37. **Resolution 2026-185** Approving the Public Works Grade Pay; 38. Approve Pay Rate - Natasha Snoberger - Administrative Specialist - Police - $36.54/Hr - Effective 7/5/2026.

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 approval. Comments were provided by Des Moines Street Collective Executive Director Alex Rice. Eric Klein moved approval, seconded by Ted Weaver. Roll Call: Ayes: Ted Weaver, Susan Judkins, Eric Klein, Breanne Hocker, Sadie Gasparotto. Nays: None. Abstained: None. Motion carried.

2. **Animal Control Services.** Police Chief Mark Rehberg presented the matter to the Council and recommended approval.
    a. **Resolution 2026-186 Approving a 28E Agreement with the Polk County Sheriff's Office for Animal Control Transportation Services.** Ted Weaver moved approval, seconded by Susan Judkins. Roll Call: Ayes: Ted Weaver, Susan Judkins, Eric Klein, Breanne Hocker, Sadie Gasparotto. Nays: None. Abstained: None. Motion carried.
    b. **Resolution 2026-187 Approving a Furry Friends Refuge Agreement for Animal Control Sheltering Services.** Ted Weaver moved approval, seconded by Susan Judkins. Roll Call: Ayes: Ted Weaver, Susan Judkins, Eric Klein, Breanne Hocker, Sadie Gasparotto. Nays: None. Abstained: None. Motion carried.

3. **Police Department Administrative Staff Reorganization and Crisis Intervention Team (CIT).** Police Chief Mark Rehberg presented the matter to the Council and recommended approval.
    a. **Resolution 2026-188 Approving Iowa Primary Care Association Amendment.** Eric Klein moved approval, seconded by Breanne Hocker. Roll Call: Ayes: Ted Weaver, Susan Judkins, Eric Klein, Breanne Hocker, Sadie Gasparotto. Nays: None. Abstained: None. Motion carried.
    b. **Resolution 2026-189 Approving Mental Health Co-responder (MHC) Job Description.** Eric Klein moved approval, seconded by Breanne Hocker. Roll Call: Ayes: Ted Weaver, Susan Judkins, Eric Klein, Breanne Hocker, Sadie Gasparotto. Nays: None. Abstained: None. Motion carried.

4. **Approve Renewal - Property and Liability Insurance - ICAP - $530,411.00.** City Clerk Matthew Graham presented the matter to the Council and recommended approval. Ted Weaver moved approval, seconded by Susan Judkins. Roll Call: Ayes: Ted Weaver, Susan Judkins, Eric Klein, Breanne Hocker, Sadie Gasparotto. Nays: None. Abstained: None. Motion carried.

5. **Resolution 2026-190 Approving Amendments to the Central Iowa Water Works 28E Agreement.** Assistant City Manager Pete De Kock and Mayor Edwards presented the matter to the Council and facilitated discussion. 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.

Discussion

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

2. **Greenbelt Landing Ribbon Cutting and Clive Festival Update.** Leisure Services Director Richard Brown presented the matter to the Council.

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.

Mayor Edwards adjourned the meeting at 7:37 p.m.

_____
Matthew D. Graham, City Clerk

_____
John D. Edwards, Mayor

Memo

TO: Mayor and Council members
FROM: Matthew Graham, City Clerk
DATE: July 9, 2026
RE: Bill List

SYNOPSIS:

Attachments:
1. 0342_001

Date Paid	Vendor Name	Description	Amount Paid
07/06/2026	ACCO	POOL CHEMICALS	1,140.70
07/06/2026	ACCO	POOL CHEMICALS	374.40
07/06/2026	ACCO	POOL CHEMICALS	2,068.64
07/06/2026	ACCO	POOL CHEMICALS	105.87
07/06/2026	ACCO	POOL CHEMICALS	2,113.26
07/06/2026	ACCO	POOL CHEMICALS	697.36
07/06/2026	ACCO	SKIMMER FOR CAC	272.16
07/06/2026	ACCO	POOL CHEMICALS	1,869.78
07/06/2026	ADAM DRAKE	CLIVE FESTIVAL BAND	1,000.00
07/06/2026	ADE ROSYA	DEPOSIT REFUND	20.47
06/26/2026	AFLAC	CURRENT PAY WITHHOLDING AFLAC PRE TAX Pay Period: 06/20/2026	91.32
07/06/2026	AIA CORPORATION	SPOSETO UNIFORM ALLOWANCE	111.29
07/06/2026	ALISHA O'TOOLE	DEPOSIT REFUND	82.30
07/06/2026	ALL FORMS & SUPPLIES LTD	PRINTING	129.80
07/06/2026	ALL MAKES	CH CONFERENCE ROOM HDMI CONNECTORS	200.74
07/06/2026	ALLENDER BUTZKE ENGINEERS INC	LINNAN PARK CONSTRUCTION ENGINEERING	1,622.08
07/06/2026	AMAZON CAPITAL SERVICES	FITTINGS FOR SANDBLASTER	24.98
07/06/2026	AMAZON CAPITAL SERVICES	SANITARY NAPKINS	66.49
07/06/2026	AMAZON CAPITAL SERVICES	MERMAID SUPERHERO PARTY CRAFTS	65.96
07/06/2026	AMAZON CAPITAL SERVICES	CREDIT ADULT PROGRAM SUPPLIES	41.79-
07/06/2026	AMAZON CAPITAL SERVICES	LIBRARY MEDIA CREDIT	2.00-
07/06/2026	AMAZON CAPITAL SERVICES	ADULT PROGRAM-ACOTAR PRIZE	13.21
07/06/2026	AMAZON CAPITAL SERVICES	LIBRARY MEDIA	85.96
07/06/2026	AMAZON CAPITAL SERVICES	WATER CAN AND HOLDER	217.89
07/06/2026	AMAZON CAPITAL SERVICES	KIDS FOR ART SUPPLIES	22.66
07/06/2026	AMAZON CAPITAL SERVICES	ADULT LIBRARY BOOKS CC	19.25
07/06/2026	AMAZON CAPITAL SERVICES	CAMPBELL CONCESSIONS	14.98
07/06/2026	AMAZON CAPITAL SERVICES	ADULT FICTION BOOKS	59.04
07/06/2026	AMAZON CAPITAL SERVICES	MAKERSPACE	56.90
07/06/2026	AMAZON CAPITAL SERVICES	DESK TOP GROMMETS	12.98
07/06/2026	AMAZON CAPITAL SERVICES	ADULT LIBRARY BOOKS	363.64
07/06/2026	AMAZON CAPITAL SERVICES	OFFICE SUPPLIES	67.29
07/06/2026	AMAZON CAPITAL SERVICES	MOTHERS ROOM SUPPLIES	65.38
07/06/2026	AMAZON CAPITAL SERVICES	ADULT LIBRARY BOOKS	120.98
07/06/2026	AMAZON CAPITAL SERVICES	ADULT LIBRARY BOOKS	13.74
07/06/2026	AMAZON CAPITAL SERVICES	ADULT FICTION BOOKS	138.01
07/06/2026	AMAZON CAPITAL SERVICES	ADULT LIBRARY BOOKS	69.57
07/06/2026	AMAZON CAPITAL SERVICES	TREATMENT SIGNS	34.92
07/06/2026	AMAZON CAPITAL SERVICES	ADULT FICTION BOOKS	113.89
07/06/2026	AMAZON CAPITAL SERVICES	ADULT LIBRARY BOOKS CREDIT	12.00-
07/06/2026	AMAZON CAPITAL SERVICES	ADULT PROGRAM SUPPLIES	21.62
07/06/2026	AMAZON CAPITAL SERVICES	ADULT LIBRARY BOOKS CREDIT	12.00-
07/06/2026	AMAZON CAPITAL SERVICES	MOTHERS ROOM SUPPLIES	17.04
07/06/2026	AMAZON CAPITAL SERVICES	OFFICE SUPPLIES-FIRST AID	9.48
07/06/2026	AMAZON CAPITAL SERVICES	OFFICE SUPPLIES	13.85
07/06/2026	AMAZON CAPITAL SERVICES	BULLETIN BOARDS	157.96
07/06/2026	AMAZON CAPITAL SERVICES	FLOWERS FOR ENTRY WAY	153.72
07/06/2026	AMAZON CAPITAL SERVICES	CAMPBELL CONCESSIONS	32.98
07/06/2026	AMAZON CAPITAL SERVICES	ADULT LIBRARY BOOKS	55.91
07/06/2026	AMAZON CAPITAL SERVICES	CAC CONCESSION SUPPLIES	41.98
07/06/2026	AMAZON CAPITAL SERVICES	LIBRARY MEDIA CC	7.96
07/06/2026	AMAZON CAPITAL SERVICES	ADULT FICTION BOOKS	39.05
07/06/2026	AMAZON CAPITAL SERVICES	ADULT FICTION BOOKS HARBACH	15.95
07/06/2026	AMAZON CAPITAL SERVICES	MAKERSPACE	48.98
07/06/2026	AMAZON CAPITAL SERVICES	WHITE NOISE MACHINE	137.96
06/26/2026	AMERITAS LIFE INSURANCE GRP- VISION	CURRENT PAY WITHHOLDING VISION INSURANCE Pay Period: 06/20/2026	537.46
07/06/2026	ARNOLD MOTOR SUPPLY	CREDIT	50.30-
07/06/2026	ARNOLD MOTOR SUPPLY	STOCK FILTERS	36.70

Date Paid	Vendor Name	Description	Amount Paid
07/06/2026	ARNOLD MOTOR SUPPLY	SHOP TOOLS	27.82
07/06/2026	ARNOLD MOTOR SUPPLY	VEHICLE MAINT	30.45
07/06/2026	ARNOLD MOTOR SUPPLY	SAND BLASTER FITTINGS	15.46
07/06/2026	ARNOLD MOTOR SUPPLY	PARTS	6.49
07/06/2026	ARNOLD MOTOR SUPPLY	#728/#781 PARTS	281.39
07/06/2026	ARNOLD MOTOR SUPPLY	#781 PARTS	3.40
07/06/2026	ARNOLD MOTOR SUPPLY	CAMERA WASH FITTINGS	47.00
07/06/2026	ARNOLD MOTOR SUPPLY	PARTS FOR FLOOD TRAILER	10.76
07/06/2026	ARNOLD MOTOR SUPPLY	PRESSURE GAUGES FOR SAND BLASTER REPAIRS	50.30
07/06/2026	AT & T MOBILITY	PATROL CELL PHONES	647.06
07/06/2026	AT & T MOBILITY	EMS CELL PHONES	178.36
07/06/2026	ATLANTIC BOTTLING	CAMPBELL CONCESSIONS	196.11
07/06/2026	ATLANTIC BOTTLING	CAC CONCESSIONS	432.32
07/06/2026	ATLANTIC BOTTLING	CAMPBELL CONCESSIONS	102.28
07/06/2026	ATLANTIC BOTTLING	CAC CONCESSIONS	759.44
07/06/2026	BOLTON & HAY INC	CAC CONCESSIONS	183.81
07/06/2026	BOUND TREE MEDICAL LLC	MEDICAL SUPPLIES	216.99
07/06/2026	BOUND TREE MEDICAL LLC	BP CONNECTORS	17.39
07/06/2026	BRADLEY SEIDENFELD	CLIVE FESTIVAL BAND	1,600.00
07/06/2026	BRAVO GREATER DES MOINES	HOTEL MOTEL JUNE 26	13,757.90
07/06/2026	BRENT ALLAN ENTERTAINMENT	CONTRACT PERFORMER	400.00
07/06/2026	CDW GOVERNMENT INC	UPS BATTERY	116.54
07/06/2026	CENTER POINT LARGE PRINT	ADULT LIBRARY BOOKS	32.21
07/06/2026	CENTRAL IOWA READY MIX	CONCRETE	3,415.50
07/06/2026	CENTRAL IOWA READY MIX	CONCRETE	511.75
07/06/2026	CENTRAL IOWA READY MIX	STORM INTAKE REPAIR	682.00
07/06/2026	CENTRAL IOWA READY MIX	CONCRETE	2,241.75
07/06/2026	CHRIS RANALLO	CLIVE FESTIVAL BAND	1,500.00
07/06/2026	CINTAS CORPORATION #22M	UNIFORMS	39.23
07/06/2026	CINTAS CORPORATION #22M	UNIFORMS	104.64
07/06/2026	CINTAS CORPORATION #22M	UNIFORMS	104.64
07/06/2026	CINTAS CORPORATION #22M	UNIFORMS	187.47
07/06/2026	CINTAS CORPORATION #22M	UNIFORMS	23.38
07/06/2026	CINTAS CORPORATION #22M	UNIFORMS	62.38
07/06/2026	CINTAS CORPORATION #22M	UNIFORMS	62.38
07/06/2026	CINTAS CORPORATION #22M	UNIFORMS	111.76
07/06/2026	CINTAS CORPORATION #22M	UNIFORMS	23.38
07/06/2026	CINTAS CORPORATION #22M	UNIFORMS	62.38
07/06/2026	CINTAS CORPORATION #22M	UNIFORMS	62.38
07/06/2026	CINTAS CORPORATION #22M	UNIFORMS	111.76
07/06/2026	CINTAS CORPORATION #22M	UNIFORMS	115.12
07/06/2026	CINTAS CORPORATION #22M	UNIFORMS	64.25
07/06/2026	CINTAS CORPORATION #22M	UNIFORMS	64.25
07/06/2026	CINTAS CORPORATION #22M	UNIFORMS	24.09
07/06/2026	CINTAS CORPORATION #22M	LAUNDRY	354.98
07/06/2026	CINTAS CORPORATION #22M	UNIFORMS	115.12
07/06/2026	CINTAS CORPORATION #22M	UNIFORMS	64.25
07/06/2026	CINTAS CORPORATION #22M	UNIFORMS	64.25
07/06/2026	CINTAS CORPORATION #22M	UNIFORMS	24.09
07/06/2026	CINTAS CORPORATION #22M	LAUNDRY	354.98
06/26/2026	CLIVE COMMUNITY SERVICES	CURRENT PAY WITHHOLDING CLIVE COMM SERVICES Pay Period: 06/20/20	19.23
06/26/2026	COLLECTION SERVICES CENTER	CURRENT PAY WITHHOLDING CHILD SUPPORT Pay Period: 06/20/2026	1,480.58
07/06/2026	COMPETITIVE EDGE	FSS CAMP WRISTBANDS	158.29
07/06/2026	COMPETITIVE EDGE	FSS SHIRTS	503.52
07/06/2026	CORE & MAIN LP	VALVE REPLACEMENT PARTS	807.23
07/06/2026	CORE & MAIN LP	VALVE BOX PARTS	67.28
07/06/2026	CORE & MAIN LP	INTAKE SUPPLIES	1,056.00
07/06/2026	CORE & MAIN LP	LARGE METER REPLACEMENT	5,137.66

Date Paid	Vendor Name	Description	Amount Paid
07/06/2026	CORE & MAIN LP	CREDIT	807.23-
07/06/2026	CORELL CONTRACTOR INC	CRUSHED ASPHALT	264.25
07/06/2026	DANIEL PAUSTIAN	CLIVE FESTIVAL - TRAILERED TABLES	1,000.00
07/06/2026	DANIEL POE	CLIVE FESTIVAL - FRI BALLOONS	600.00
06/26/2026	DCI GROUP	CH REMODEL PHASE 2 PAY REQ 9	23,641.44
07/06/2026	DEBBIE MARTIN	DEPOSIT REFUND	21.63
07/06/2026	DEPARTMENT OF VETERANS AFFAIRS	REFUND OVERPAYMENT	331.33
07/06/2026	DIANE OR JOHN BEINIASZ-DEBOER	DEPOSIT REFUND	21.93
07/06/2026	DOLL DISTRIBUTING LLC	CAMPBELL CONCESSIONS	488.90
07/06/2026	DOLL DISTRIBUTING LLC	CAMPBELL CONCESSIONS	106.10
06/26/2026	EBS	MEDICAL WITHHOLDING MED W 750 FAMILY EXEMPT Pay Period: 06/20/202	7,607.03
06/26/2026	EBS	MEDICAL WITHHOLDING MED W 750 EMPE + 1 EXEMPT Pay Period: 06/20/2	1,704.00
06/26/2026	EBS	MEDICAL WITHHOLDING MED W 750 SINGLE EXEMPT Pay Period: 06/20/202	536.83
06/26/2026	EBS	MEDICAL WITHHOLDING MED - HDHP FAMILY Pay Period: 06/20/2026	1,429.74
06/26/2026	EBS	MEDICAL WITHHOLDING MED-HDHP EMPL +1 Pay Period: 06/20/2026	367.49
06/26/2026	EBS	MEDICAL WITHHOLDING MED HDHP SINGLE Pay Period: 06/20/2026	516.29
06/26/2026	EBS	MEDICAL WITHHOLDING DENTAL INSURANCE - DELTA (EBS) Pay Period: 06/	2,167.62
06/26/2026	EFTPS	FWT/FICA/MEDICARE CURRENT PAY SOCIAL SECURITY Pay Period: 06/20/2	40,887.65
06/26/2026	EFTPS	FWT/FICA/MEDICARE CURRENT PAY SOCIAL SECURITY Pay Period: 06/20/2	40,887.65
06/26/2026	EFTPS	FWT/FICA/MEDICARE CURRENT PAY MEDICARE Pay Period: 06/20/2026	9,562.45
06/26/2026	EFTPS	FWT/FICA/MEDICARE CURRENT PAY MEDICARE Pay Period: 06/20/2026	9,562.45
06/26/2026	EFTPS	FWT/FICA/MEDICARE CURRENT PAY FEDERAL WITHHOLDING TAX Pay Peri	59,399.10
07/06/2026	ELECTRIC PUMP	SCADA COMPUTER REPAIR	918.00
07/06/2026	EPIC iO TECHNOLOGIES	PHONE LINES	155.35
07/06/2026	EXCEL MECHANICAL CO INC	LEISURE POOL BOILER REPAIR	224.00
07/06/2026	FASTENAL COMPANY	BLUE PAINT	252.50
07/06/2026	FASTENAL COMPANY	GREEN PAINT	289.47
07/06/2026	FASTSIGNS	NAME PLATES FOR LOCKERS - HARRIS	23.92
07/06/2026	FASTSIGNS	DECALS	35.36
07/06/2026	FASTSIGNS	DECALS FOR NEW VEHICLES	578.51
07/06/2026	FIRST RESPONDER SUPPLY, LLC	UNIFORM ALLOW - C. SEVERIN	408.46
07/06/2026	FIRSTGEVITY	TRAINING	3,456.00
07/06/2026	FREEDOM FIRST AID & SAFETY LLC	CAC FIRST AID SUPPLIES	64.70
07/06/2026	FREEDOM FIRST AID & SAFETY LLC	FIRST AID SUPPLIES	1,033.15
07/06/2026	GALLS LLC	UNIFORM ALLOW - I. MOHAMMAD	83.65
07/06/2026	GREG OR KATHY ABILD	DEPOSIT REFUND	50.92
06/26/2026	GRIMES ASPHALT & PAVING	CH PARKING LOT IMPROVEMENTS PAY REQ 2	80,934.91
07/06/2026	GTR DM CONVENTION & VISITORS B	HOTEL MOTEL JUN 26	13,757.90
07/06/2026	HD SUPPLY	JANITORIAL SUPPLIES	4.67
07/06/2026	HD SUPPLY	JANITORIAL SUPPLIES	91.00
07/06/2026	HD SUPPLY	JANITORIAL SUPPLIES	66.02
07/06/2026	HEARTLAND CO-OP	SPRAYING WEEDS ON ISLANDS AND ROW	54.00
07/06/2026	HEARTLAND CO-OP	SPARE FORKLIFT TANK	22.43
07/06/2026	HERITAGE LANDSCAPE SUPPLY GROUP	BACK FLOW PARTS AND REPAIR	151.59
07/06/2026	HERITAGE LANDSCAPE SUPPLY GROUP	GROUNDS MAINT	851.66
07/06/2026	HERITAGE LANDSCAPE SUPPLY GROUP	GROUNDS MAINT	326.58
07/06/2026	HERITAGE LANDSCAPE SUPPLY GROUP	HAND PUMPS FOR HYDRANTS	101.44
07/06/2026	HOTSY CLEANING SYSTEM	EQUIPMENT MAINT	180.00
07/06/2026	IAMU	HR TRAINING	250.00
06/26/2026	ICMA	LOAN REPAYMENT LOAN REPAYMENT Pay Period: 06/20/2026	622.01
06/26/2026	ICMA RETIREMENT CORP.#457	CURRENT PAY WITHHOLDING ICMA -DEF COMP Pay Period: 06/20/2026	19,509.11
06/26/2026	ICMA RETIREMENT CORP.#457	CURRENT PAY WITHHOLDING ICMA ROTH DEF COMP Pay Period: 06/20/202	10,837.21
06/26/2026	ICMA RETIREMENT CORP.#457	CURRENT PAY WITHHOLDING ICMA CITY OUT DEF COMP - Pay Period: 06/2	7,496.38
07/06/2026	IMAGE SOLUTIONS	LOGOED APPAREL EXEC	56.50
07/06/2026	IMAGE SOLUTIONS	LOGOED APPAREL ADM	15.00
07/06/2026	IMAGE SOLUTIONS	LOGOED APPAREL IT	43.50
07/06/2026	IMAGE SOLUTIONS	LOGOED APPAREL FD	211.50
07/06/2026	IMAGE SOLUTIONS	LOGOED APPAREL BLD	142.00

Date Paid	Vendor Name	Description	Amount Paid
07/06/2026	IMAGE SOLUTIONS	LOGOED APPAREL CE	100.50
07/06/2026	IMAGE SOLUTIONS	LOGOED APPAREL REC	17.00
07/06/2026	IMAGE SOLUTIONS	LOGOED APPAREL LIB	50.00
07/06/2026	IMAGE SOLUTIONS	LOGOED APPAREL PW	121.75
07/06/2026	INFOMAX OFFICE SYSTEMS INC	COPIER MAINTENANCE	1,175.02
07/06/2026	INTERSTATE ALL BATTERY CENTER	MINOR EQUIPMENT - BATTERIES	191.00
07/06/2026	IOWA ONE CALL	LOCATES	109.95
07/06/2026	IOWA ONE CALL	LOCATES	109.95
07/06/2026	IOWA ONE CALL	LOCATES	301.05
07/06/2026	IOWA ONE CALL	LOCATES	301.05
07/06/2026	IOWA-DES MOINES SUPPLY INC	BUILDING MAINT	474.90
06/26/2026	IPERS	CURRENT PAY IPERS WITHHOLDING IPERS-REGULAR MEMBERS Pay Perio	23,164.39
06/26/2026	IPERS	CURRENT PAY IPERS WITHHOLDING IPERS-REGULAR MEMBERS Pay Perio	34,764.96
06/26/2026	IPERS	CURRENT PAY IPERS WITHHOLDING IPERS RETIREMENT -FIRE Pay Period:	5,812.24
06/26/2026	IPERS	CURRENT PAY IPERS WITHHOLDING IPERS RETIREMENT -FIRE Pay Period:	8,427.04
07/06/2026	JEREMY ALLEN	DEPOSIT REFUND	68.04
07/06/2026	JOHNSTONE SUPPLY	BUILDING MAINT	78.96
07/06/2026	JOSEPH SAMUELSON	MPS POOL PARTY	100.00
07/06/2026	KERRY PAP	DEPOSIT REFUND	22.50
07/06/2026	KING'S MATERIAL, INC	MULCH FOR PW BLDG	19.80
07/06/2026	KITTY COWGIRL CARICATURES	CLIVE FESTIVAL CARICATURES	2,400.00
07/06/2026	LIBRARY FURNITURE INTERNATIONAL	MISC EQUIPMENT- CUBE	2,803.26
07/06/2026	LITTLE PRINCESS PARTIES	MPS POOL PARTY	660.00
07/06/2026	LOGAN CONTRACTORS SUPPLY	STREET MAINT SUPPLIES	2,381.40
07/06/2026	LOGAN CONTRACTORS SUPPLY	RAISED PAVEMENT MARKERS	103.60
07/06/2026	LOGAN CONTRACTORS SUPPLY	RAISED PAVEMENT MARKERS	139.35
07/06/2026	LOWES HOME CENTERS INC	RAISED PAVEMENT MARKERS	68.28
07/06/2026	MAGAZINE SUBSCRIPTION SERVICE AGENCY	MAGAZINE SUBSCRIPTION SERVICE	5,892.54
07/06/2026	MAIL SERVICES	BILLING	582.00
07/06/2026	MARTIN BROS	CAC CONCESSIONS	1,213.22
07/06/2026	MARTIN BROS	CAC CONCESSIONS	1,875.60
06/23/2026	MASTER MEDICAL EQUIPMENT	AED OUTDOOR PUBLIC CABINET - CAMPBELL PARK	1,235.00
07/06/2026	MATT MORGAN	MPS POOL PARTY SUPERHERO	100.00
07/06/2026	MATTHEW OR BRENDA COFFIN	DEPOSIT REFUND	16.66
07/06/2026	MENARDS	INTAKE REPAIRS	98.60
07/06/2026	MENARDS	PUMPHOUSE DRAINS	54.58
07/06/2026	MENARDS	SUPPLIES	20.94
07/06/2026	MENARDS	PAINTING HYDRANT SUPPLIES	53.86
07/06/2026	MENARDS	INTAKE REPAIR	34.27
07/06/2026	MENARDS	POOL FAN	145.59
07/06/2026	MENARDS	VEHICLE MAINT	27.79
07/06/2026	MENARDS	POOL FREEZER	1,414.97
07/06/2026	MENARDS	POOL CEILING FAN	69.99
07/06/2026	MENARDS	GOATS ZIP TIES	29.99
07/06/2026	MENARDS	PLYWOOD	514.00
07/06/2026	MENARDS	BUILDING MAINT	134.48
07/06/2026	MENARDS	WATER MAIN BREAK SUPPLIES	54.98
07/06/2026	MENARDS	SHOP TOOLS	17.46
07/06/2026	MENARDS	10 BAGS PEAT MOSS	149.90
07/06/2026	MENARDS	4 CASES OF WATER	11.96
07/06/2026	MENARDS	HITCH AND WHEEL CHALKS	73.97
07/06/2026	MENARDS	SINK AND PLUMBING SUPPLIES	32.09
07/06/2026	MENARDS	BUILDING MAINT	378.54
07/06/2026	MENARDS	CAMERA WASH SYSTEM PARTS	15.87
07/06/2026	MENARDS	WATERING CAN AND DRILL BITS	23.95
07/06/2026	MENARDS	ANT TRAPS	13.62
07/06/2026	MENARDS	SUPPLIES	25.92
07/06/2026	MENARDS	CAT 6 DATA CAMERA CABLE	194.99

Date Paid	Vendor Name	Description	Amount Paid
07/06/2026	MENARDS	BUILDING MAINT	8.97
07/06/2026	MENARDS	BALLFIELDS MAINT	29.98
07/06/2026	MENARDS	BUILDING MAINT	167.91
07/06/2026	MENARDS	CABINET DOOR HANDLES	22.98
07/06/2026	MENARDS	CLEANING SUPPLIES AND STRAPS	64.10
07/06/2026	MENARDS	SUPPLIES	12.71
07/06/2026	MENARDS	CABINET HINGES	59.94
07/06/2026	MENARDS	BUILDING MAINT	3.98
07/06/2026	MENARDS	CABINET REPAIR AND SUPPLIES	12.39
07/06/2026	MENARDS	CONCRETE ANCHORS	115.90
07/06/2026	MENARDS	SUPPLIES	37.67
07/06/2026	MENARDS	SUPPLIES	37.67
07/06/2026	MENARDS	SUPPLIES	37.67
07/06/2026	MENARDS	SUPPLIES	37.67
07/06/2026	MERCYONE CORP OFFICE BUSINESS SOL	EAP 2026	4,555.44
07/06/2026	METRO WASTE AUTHORITY	CURB IT - JUNE 26	28,522.08
07/06/2026	METRO WASTE AUTHORITY	SOLID WASTE JUNE 26	73,145.34
07/06/2026	MIALG	MIALG DUES	746.79
07/06/2026	MIDAMERICAN ENERGY DAV	ELECTRIC AND GAS SERVICE PARKS	10.00
07/06/2026	MIDAMERICAN ENERGY DAV	PW BUILDING	1,462.39
07/06/2026	MIDAMERICAN ENERGY DAV	ELECTRIC & GAS SERVICE CITY HALL	3,050.05
07/06/2026	MIDAMERICAN ENERGY DAV	ELECTRIC AND GAS SERVICE PARKS	19.44
07/06/2026	MIDAMERICAN ENERGY DAV	ELECTRIC AND GAS SERVICE PARKS	20.82
07/06/2026	MIDAMERICAN ENERGY DAV	TRAFFIC LIGHTS	66.49
07/06/2026	MIDAMERICAN ENERGY DAV	STREET LIGHTS	50.36
07/06/2026	MIDAMERICAN ENERGY DAV	ELECTRIC AND GAS SERVICE PARKS	12.50
07/06/2026	MIDAMERICAN ENERGY DAV	ELECTRIC AND GAS SERVICE PARKS	375.82
07/06/2026	MIDAMERICAN ENERGY DAV	ELECTRIC AND GAS SERVICE PARKS	10.00
07/06/2026	MIDAMERICAN ENERGY DAV	TRAFFIC LIGHTS	86.69
07/06/2026	MIDAMERICAN ENERGY DAV	ELECTRIC AND GAS SERVICE CPSC	1,829.55
07/06/2026	MIDAMERICAN ENERGY DAV	ELECTRIC AND GAS SERVICE CPSC	3,105.04
07/06/2026	MIDAMERICAN ENERGY DAV	ELECTRIC AND GAS SERVICE CPSC	836.86
07/06/2026	MIDAMERICAN ENERGY DAV	STREET LIGHTS	33.44
07/06/2026	MIDAMERICAN ENERGY DAV	STREET LIGHTS	64.97
07/06/2026	MIDAMERICAN ENERGY DAV	ELECTRIC AND GAS SERVICE PARKS	10.00
07/06/2026	MIDAMERICAN ENERGY DAV	WATER FACILITIES	13.78
07/06/2026	MIDAMERICAN ENERGY DAV	ELECTRIC AND GAS SERVICE HARBACH	2,379.96
07/06/2026	MIDWEST ALARM SERVICES	PAVILION SMOKE ALARM SENSOR REPAIR	711.14
07/06/2026	MIDWEST TAPE, LLC	EBOOK HOOPLA FELX	838.39
06/26/2026	MUNICIPAL FIRE & POLICE	CURRENT PAY WITHHOLDING MUNICIPAL FIRE & POLICE RETIRE Pay Perio	10,359.38
06/26/2026	MUNICIPAL FIRE & POLICE	CURRENT PAY WITHHOLDING MUNICIPAL FIRE & POLICE RETIRE Pay Perio	24,150.41
07/06/2026	NETWORKS	PROFESSIONAL FEES	150.00
07/06/2026	NETWORKS	HOSTED BACKUP	5,689.84
07/06/2026	NETWORKS	HOSTED EMAIL	1,498.40
07/06/2026	P J IOWA LC	CAC CONCESSIONS	622.05
07/06/2026	P J IOWA LC	FSS PARTY	122.17
07/06/2026	P J IOWA LC	CAC CONCESSIONS	530.97
07/06/2026	PFM	ANNUAL RETAINER	4,375.00
07/06/2026	PFM	ANNUAL RETAINER	3,500.00
07/06/2026	PFM	ANNUAL RETAINER	875.00
07/06/2026	PFM	ANNUAL RETAINER	8,750.00
07/06/2026	PINGEL MUDJACKING, LC	CONCRETE SIDEWALK LEVELING	295.90
07/06/2026	PINGEL MUDJACKING, LC	CONCRETE SIDEWALK LEVELING	79.75
07/06/2026	PINGEL MUDJACKING, LC	CONCRETE SIDEWALK LEVELING	174.35
07/06/2026	PLAYAWAY PRODUCTS LLC	YOUTH MEDIA	1,027.73
06/26/2026	POLK COUNTY SHERIFF	CURRENT PAY GARNISHMENT - POLK COUNTY Pay Period: 06/20/2026	596.71
07/06/2026	PRODIGY CARE SERVICES	411 RX	800.00
07/06/2026	PRODIGY CARE SERVICES	411 RX	813.17

Date Paid	Vendor Name	Description	Amount Paid
07/06/2026	PRODIGY CARE SERVICES	411 RX	927.65
07/06/2026	PRODIGY CARE SERVICES	411 RX	36.74
07/06/2026	QUADIENT INC	POSTAGE METER RENTAL	189.00
07/06/2026	QUALITY TRAFFIC CONTROL INC	CHANNELIZERS BASES	500.00
07/06/2026	R3 COMMERCIAL ROOFING	ROOF REPAIRS CHAMBERS STORE FRONT	199.50
06/26/2026	RELIANCE STANDARD LIFE INSURANCE	VOL LIFE INSURANCE Pay Period: 06/20/2026	1,294.90
07/06/2026	RICKEY MALY	CLIVE FESTIVAL SOUND AND PRODUCTION	2,500.00
07/06/2026	RINGCENTRAL INC	HOSTED VOICE	2,686.02
07/06/2026	ROBISON REPTILES LLC	CONTRACT PERFORMER	390.00
07/06/2026	RUDD EQUIPMENT COMPANY	#787 HYDRAULIC FILTERS	760.21
07/06/2026	SECURITY EQUIPMENT INC	BUILDING MAINT	36.00
07/06/2026	SELECTIVE INSURANCE	FY27 FLOOD INSURANCE - AQUATICS	4,972.00
07/06/2026	SHANA RICHARDSON	FINAL DEPOSIT REFUND	44.19
07/06/2026	SHATTUCK/RPM INC	SOD	300.00
07/06/2026	SHAWNA JOHNSON	DEPOSIT REFUND	16.66
07/06/2026	SPARTAN ATHLETIC CO	COURT REPAIR	717.80
07/06/2026	STANDING HAMPTON	CLIVE FESTIVAL BAND	2,700.00
07/06/2026	STAPLES	SHREDDER AND BAGS FOR REPORT ROOM	134.98
07/06/2026	STAPLES	SHOP SUPPLIES	76.82
07/06/2026	STAPLES	OFFICE SUPPLIES- COPY PAPER	58.03
07/06/2026	STEAM STARZ LLC	STEAM STARZ CAMP	1,581.00
07/06/2026	STEAM STARZ LLC	STEAM STARZ CAMP	1,360.00
06/26/2026	STERNQUIST CONSTRUCTION INC	HARBACH BLVD RECONSTRUCTION PH 2 PAY REQ 2	114,479.30
07/06/2026	STREET COLLECTIVE	TRAIL MAPS	225.00
07/06/2026	SUPERIOR PEST CONTROL	PEST CONTROL HARBACH	250.00
07/06/2026	SUPERIOR PEST CONTROL	PEST CONTROL CPSC	104.61
07/06/2026	SUPERIOR PEST CONTROL	PEST CONTROL CPSC	177.54
07/06/2026	SUPERIOR PEST CONTROL	PEST CONTROL CPSC	47.85
07/06/2026	SUPERIOR PEST CONTROL	PEST CONTROL CITY HALL	331.00
07/06/2026	TEK TO TEK	REPROGRAM CITY MANAGERS RADIOS	3,007.84
07/06/2026	TELEFLEX LLC	MEDICAL SUPPLIES	900.00
07/06/2026	TELEFLEX LLC	MEDICAL SUPPLIES	1,995.00
07/06/2026	TELEFLEX LLC	MEDICAL SUPPLIES	299.00
06/26/2026	TREAS - STATE OF IA WH TAX	STATE WITHHOLDING STATE WITHHOLDING TAX Pay Period: 06/20/2026	26,802.00
07/06/2026	TRIPLETT OFFICE SOLUTIONS	OFFICE SUPPLIES	952.35
07/06/2026	TRUENORTH COMPANIES LC	FY26/27 CRIME INS POLICY	2,366.00
07/06/2026	UNITED STATES TREASURY	PCORI FEE	523.97
06/26/2026	UNITED WAY	CURRENT PAY WITHHOLDING UNITED WAY Pay Period: 06/20/2026	57.69
07/06/2026	VERIZON	DATA PLANS	1,359.59
07/06/2026	VERIZON	CENSUS PHONES	358.75
07/06/2026	VERIZON	DATA PROCESSING-HOTSPOTS	80.02
07/06/2026	ZAC STRAHL	DEPOSIT REFUND	12.39
07/06/2026	ZIMCO SUPPLY CO	HERBICIDE CHEMICAL	263.80
07/06/2026	ZOOPS FUN ZONE	CLIVE FESTIVAL BALLOONS - SAT 7/18	1,350.00
Grand Totals:			860,166.11

Date Paid	Vendor Name	Description	Amount Paid

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

Bill List Claims (06/23/2026 - 7/6/2026)	$	860,166.11
Payroll (06/26/2026)		456,934.59
Total	$	1,317,100.70

Of the total payrolls, $2,843.34 are expense reimbursements.

_____ Date: _____
Elizabeth Hansen, Director of Administrative Services

Dated: _____

City Council:

Breanne Hocker _____

Eric Klein _____

Ted Weaver _____

Sadie Gasparotto _____

Susan Judkins _____

Memo

TO: Mayor and Council members
FROM: Madison Wirth, Deputy City Clerk
DATE: July 9, 2026
RE: Approve New Retail Tobacco Sales License Application - Pump & Pantry - 11925 University Ave.

SYNOPSIS:
Staff recommends approval.

Attachments:
1. Pump & Pantry

Memo

TO: Mayor and Council members
FROM: Madison Wirth, Deputy City Clerk
DATE: July 9, 2026
RE: Approve Retail Tobacco Sales License Renewal Application - Afghan Supermarket - 8801 University Ave, Ste 25/26

SYNOPSIS:
Staff recommends approval.

Attachments:
1. Afghan Supermarket (renewal)

Memo

TO: Mayor and Council members
FROM: Madison Wirth, Deputy City Clerk
DATE: July 9, 2026
RE: Approve Retail Tobacco Sales License Renewal Application - Puff Cloud Smoke Shop - 2180 NW 156th Street, Ste 103

SYNOPSIS:
Staff recommends approval.

Attachments:
1. Puff Cloud Smoke Shop (renewal)

Memo

TO: Mayor and Council members
FROM: Madison Wirth, Deputy City Clerk
DATE: July 9, 2026
RE: Approve Retail Device Sales License Renewal Application - Puff Cloud Smoke Shop - 2180 NW 156th Street, Ste 103

SYNOPSIS:
Staff recommends approval.

Attachments:
1. Puff Cloud Smoke Shop (renewal)

Memo

TO: Mayor and Council members
FROM: Matthew Graham, City Clerk
DATE: July 9, 2026
RE: Approve Retail Alcohol Sales License Renewal Application - El Rodeo - 1310 NW 118th Street

SYNOPSIS:
Staff recommends approval.

Attachments:
1. El Rodeo 08_01_2026

Memo

TO: Mayor and Council members
FROM: Matthew Graham, City Clerk
DATE: July 9, 2026
RE: Resolution Designating the Official Location for Posting Public Meeting Notices

SYNOPSIS:
House File 2490, effective July 1, 2026, amended Iowa Code Chapter 21 to require governmental bodies to annually designate an official, prominent, and conspicuous location where public meeting notices will be posted and visible to the public.
The proposed resolution designates the exterior windows adjacent to the public entrance to the City Council Chambers at City Hall as the City's official public meeting notice posting location.
Staff recommends approval.

Attachments:
1. Resolution Designating Posting Location

RESOLUTION NO. _____

A RESOLUTION DESIGNATING THE OFFICIAL LOCATION FOR POSTING PUBLIC MEETING NOTICES PURSUANT TO IOWA CODE CHAPTER 21

WHEREAS, Iowa Code Chapter 21, as amended, requires governmental bodies to annually designate an official, prominent, and conspicuous location where notices of meetings will be posted and visible to the public; and

WHEREAS, the City Council finds it to be in the best interest of the City to designate the official location for posting public meeting notices.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Clive, Iowa, that the official location for posting notices of meetings of the City Council and other governmental bodies of the City, as required by Iowa Code Chapter 21, shall be the exterior windows adjacent to the public entrance to the City Council Chambers at Clive City Hall, 1900 NW 114th Street, Clive, Iowa.

BE IT FURTHER RESOLVED that this designation shall remain in effect until superseded by a subsequent annual designation of the City Council.

PASSED AND APPROVED by the City Council of the City of Clive, Iowa, this 9th day of July 2026.

By: _____
John D. Edwards, Mayor

ATTEST:

_____
Matthew D. Graham, City Clerk

Memo

TO: Mayor and Council members
FROM: Alyssa Welling, Administrative Assistant
DATE: July 9, 2026
RE: Resolution Approving Substantial Completion and Accepting the Work - Greenbelt Landing Construction Phase 1 Project

SYNOPSIS:
Final closeout and substantial completion documents have been submitted for three prime construction contracts associated with the Greenbelt Landing Construction Phase 1 Project.

Substantial completion of Phase 1 of the project includes the Creekside Pavilion interior construction scope and MidAmerican Energy architectural scope for the contracts with Keystone Construction, Central Iowa Mechanical and AirCon.

The construction manager, design team, and staff recommend approval of the resolution setting the substantial completion date and accepting the work.

Attachments:
1. GBL Phase 1 Substantial Completion Resolution
2. Substantial Completion G734-2019 - Final - 001 Keystone Phase 1
3. Substantial Completion G734-2019 - Final - 001 AirCon Phase 1
4. Substantial Completion G734-2019 - Final - 001 Central Iowa Mechanical Phase 1

RESOLUTION NO._____

RESOLUTION APPROVING SUBSTANTIAL COMPLETION AND ACCEPTING THE WORK FOR PRIME CONSTRUCTION CONTRACTS FOR THE GREENBELT LANDNG PROJECT PHASE 1

WHEREAS, the contractors holding the prime contracts for construction of the Greenbelt Landing Phase 1 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 9th day of July, 2026.

By: _____
John Edwards, Mayor

ATTEST:

By:_____
Matthew Graham, City Clerk

Exhibit A

Greenbelt Landing Phase 1 Construction Packages Ready for Substantial Completion

Prime Contract #1 – General Construction
Keystone Construction

Prime Contract #2 – Electrical
Air-Con Electric LLC

Prime Contract #3 – Mechanical
Central Iowa Mechanical

Docusign Envelope ID: 348245BF-91D5-88B2-807F-B65B7143ABA4

AIA® Document G734™ – 2019

Certificate of Substantial Completion Construction Manager as Adviser Edition

PROJECT: *(name and address)*
Clive Greenbelt Landing

CONTRACT INFORMATION:
Contract For: BP #6 General Construction
Date: 9/19/24

CERTIFICATE INFORMATION:
Certificate Number: 001

Date: 5/20/26

OWNER: *(name and address)*
City of Clive
1900 NW 114th St., Clive IA 50325

ARCHITECT: *(name and address)*
Smith Group
223 North Water St., Suite 502
Milwaukee WI 53202

CONSTRUCTION MANAGER: *(name and address)*
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.)
Clive Greenbelt Landing - Bid Package #6 General Construction. Phase 1 Substantial completion that includes construction of the Community Building interior scope and Event Stage architectural scope.

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.)
February 18, 2026.

DCI Group **CONSTRUCTION MANAGER** *(Firm Name)*	Drew Johnson **SIGNATURE**	Drew Johnson, Project Manager **PRINTED NAME AND TITLE**	06/15/2026 **DATE**
Smith Group **ARCHITECT** *(Firm Name)*	Bruce Morrow **SIGNATURE**	Bruce Morrow, Associate **PRINTED NAME AND TITLE**	06/16/2026 **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.)
Tiling Warranty?

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 items and contracturally required as-builts and closeout documents as a part of Phase 1.

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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	JUSTIN MENKE	Justin MenkePresident	06/17/2026
CONTRACTOR *(Firm Name)*	**SIGNATURE**	**PRINTED NAME AND TITLE**	**DATE**
City of Clive		John Edwards, Mayor	
OWNER *(Firm Name)*	**SIGNATURE**	**PRINTED NAME AND TITLE**	**DATE**

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AIA® Document G734™ – 2019

Certificate of Substantial Completion Construction Manager as Adviser Edition

PROJECT: *(name and address)*
Clive Greenbelt Landing

OWNER: *(name and address)*
City of Clive
1900 NW 114th St., Clive IA 50325

CONTRACT INFORMATION:
Contract For: BP #26 Electrical
Date: 9/12/24

ARCHITECT: *(name and address)*
Smith Group
223 North Water St., Suite 502
Milwaukee WI 53202

CERTIFICATE INFORMATION:
Certificate Number: 001
Date: 5/20/26

CONSTRUCTION MANAGER: *(name and address)*
DCI Group
220 SE 6th St., Suite 200 Des Moines IA 50309

CONTRACTOR(S):
(Enter names and addresses for all Contractors)
Air-Con Electric LLC
3121 SE 14th St., Des Moines IA
50320

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.)
Clive Greenbelt Landing - Bid Package #6 General Construction. Phase 1 Substantial completion that includes construction of the Community Building interior scope and Event Stage architectural scope.

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.)
February 18, 2026.

DCI Group	Drew Johnson	Drew Johnson, Project Manager	06/15/2026
CONSTRUCTION MANAGER *(Firm Name)*	**SIGNATURE**	**PRINTED NAME AND TITLE**	**DATE**
Smith Group	Bruce Morrow	Bruce Morrow, Associate	06/16/2026
ARCHITECT *(Firm Name)*	**SIGNATURE**	**PRINTED NAME AND TITLE**	**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.)
None

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 items and contracturally required as-builts and closeout documents as a part of Phase 1.

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

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User Notes: (3B9ADA54)

Docusign Envelope ID: EBF9EF1A-B786-8E10-80B8-716277187E21

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:

Air-Con Electric LLC	JOE DAVIS	Joe DavisVice President	06/18/2026
CONTRACTOR *(Firm Name)*	**SIGNATURE**	**PRINTED NAME AND TITLE**	**DATE**
City of Clive		John Edwards, Mayor	
OWNER *(Firm Name)*	**SIGNATURE**	**PRINTED NAME AND TITLE**	**DATE**

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User Notes: (3B9ADA54)

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AIA® Document G734™ – 2019

Certificate of Substantial Completion Construction Manager as Adviser Edition

PROJECT: *(name and address)*
Clive Greenbelt Landing

OWNER: *(name and address)*
City of Clive
1900 NW 114th St., Clive IA 50325

CONTRACT INFORMATION:
Contract For: BP #22 Mechanical
Date: 9/12/24

ARCHITECT: *(name and address)*
Smith Group
223 North Water St., Suite 502
Milwaukee WI 53202

CERTIFICATE INFORMATION:
Certificate Number: 001
Date: 5/20/26

CONSTRUCTION MANAGER: *(name and address)*
DCI Group
220 SE 6th St., Suite 200 Des Moines IA 50309

CONTRACTOR(S):
(Enter names and addresses for all Contractors)
Central Iowa Mechanical
1720 Fuller Rd., Suite 100
West Des Moines IA 50265

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.)
Clive Greenbelt Landing - Bid Package #22 Mechanical. Phase 1 Substantial completion that includes construction of the Community Building interior scope and Event Stage architectural scope.

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.)
February 18, 2026.

DCI Group **CONSTRUCTION MANAGER** *(Firm Name)*	Drew Johnson **SIGNATURE**	Drew Johnson, Project Manager **PRINTED NAME AND TITLE**	06/15/2026 **DATE**
Smith Group **ARCHITECT** *(Firm Name)*	Bruce Morrow **SIGNATURE**	Bruce Morrow, Associate **PRINTED NAME AND TITLE**	06/16/2026 **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.)
None

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 items and contracturally required as-builts and closeout documents as a part of Phase 1.

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

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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:

Central Iowa Mechanical	Cory Manser	Cory ManserDirector	06/15/2026
CONTRACTOR *(Firm Name)*	**SIGNATURE**	**PRINTED NAME AND TITLE**	**DATE**
City of Clive		John Edwards, Mayor	
OWNER *(Firm Name)*	**SIGNATURE**	**PRINTED NAME AND TITLE**	**DATE**

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User Notes: (3B9ADA54)

Memo

TO: Mayor and Council members
FROM: Mark Mertens, Code Enforcement Officer
DATE: July 9, 2026
RE: Approve Pay Request #1 - Capital Demolition and Environmental Services LLC - 1829 NW 86th Street Demolition Project - $30,044.00.

SYNOPSIS:
Pay Request #1 from Capital Demolition and Environmental Services LLC for demolition work completed at 1829 NW 86th Street. The project is substantially complete, including final grading and seeding. Staff has reviewed the invoice and recommends approval.

Attachments:
1. Pay Request #1

Capital Demolition and Environmental Services LLC
800 SE 32nd St
Des Moines, IA 50317-1402 USA
515.250.4191
mike.berst@capdemo.net
www.capdemo.net

INVOICE

BILL TO
City of Clive, IA
1900 NW 114th Street
Clive, Iowa 50325
United States

INVOICE	1027
DATE	06/30/2026
TERMS	Net 30
DUE DATE	07/30/2026

JOBSITE ADDRESS	CITY, STATE, ZIP	CDES PROJECT NUMBER
1829 NW 86th St.	Clive, IA 50325	26-1011

DATE		DESCRIPTION	QTY	RATE	AMOUNT
	Demolition - Structural	Project: 1829 NW 86th Street Demolition Project Project Address: 1829 NW 86th St., Clive, IA 50325 Base Billing	1	31,625.26	31,625.26
	Retainage Withheld	Retainage Withheld - 5%	1	-1,581.26	-1,581.26

BALANCE DUE **$30,044.00**

To Remit Payment by ACH:
Bank Name: Chase Bank
Account Number: 2908678899
Routing Number: 075000019
-OR-
Please Make Checks Payable To:
Capital Demolition and Environmental Services LLC
ATTN: Accounts Receivable
800 SE 32nd Street
Des Moines, IA 50317

APPROVED FOR PAYMENT
BY Mark Mertens
DATE 7/1/2026
ACCT # 339-5750-6799
ITEM 1829 NW 86th St
Demolition Project

Memo

TO: Mayor and Council members
FROM: Jonathan Cygan, Civil Engineer
DATE: July 9, 2026
RE: Approve Pay Request #2 - The Concrete Company - 2026 Residential PCC Pavement Rehabilitation Project - $3,395.00

SYNOPSIS:

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

Pay Estimate #2 - $3,395.00

A breakdown of the contract status is as follows:

Amended Contract Amount	- $550,427.50
Paid to Date	- $66,511.69
Contract Remaining	- $483,915.81

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 #2 - The Concrete Company - 2026 Residential Patching

City of Clive
Payment Invoice
2026 Residential PCC Rehabilitation

Description	PCC Patching of Residential
Payment Number	2
Pay Period	06/02/2026 to 06/30/2026
Prime Contractor	The Concrete Company 5128 NW Beaver DR Grimes, IA 50111
Payment Status	Pending
Awarded Project Amount	$479,333.50
Authorized Amount	$550,427.50

Line Number	Item	Unit	Current Paid Quantity	Unit Price	Amount
Section: 1 Description					
0270	26-033	EACH	1.000	$3,500.000	$3,500.00
INTAKE, TYPE SW-501					
				Section Total:	**$3,500.00**
				Project Total:	**$3,500.00**

Summary

Current Approved Work:	$3,500.00	**Approved Work To Date:**	$68,568.75
Current Stockpile Advancement:	$0.00	**Stockpile Advancement To Date:**	$0.00
Current Stockpile Recovery:	$0.00	**Stockpile Recovery To Date:**	$0.00
Current Retainage:	$105.00	**Retainage To Date:**	$2,057.06
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:	$3,395.00	**Payments To Date:**	$66,511.69
Previous Payment:	$63,116.69	**Previous Payments To Date:**	$63,116.69

Mayor, City of Clive — **Date**

7/2/2026

Project Engineer, Jon Cygan — **Date**

7/2/2026

Field Engineer, Kaleb Randel — **Date**

Chad Klonglan — 6/30/2026

Contractor, The Concrete Contracting Co. — **Date**

Memo

TO: Mayor and Council members
FROM: Jonathan Cygan, Civil Engineer
DATE: July 9, 2026
RE: Approve Pay Request #4 - Mainline Construction - Alice's Road Reconstruction Phase 1B - $148,702.99

SYNOPSIS:

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

Pay Estimate #4 - $148,702.99

A breakdown of the contract status is as follows:

Contract Amount	- $2,611,078.91
Paid to Date	- $615,896.70
Contract Remaining	- $1,995,182.21

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 #4 - Mainline

City of Clive
Payment Invoice
Alices Road Inprovements Stage 1B

Description	Road reconstruction from Dellwood to returns of Douglas.
Payment Number	4
Pay Period	05/31/2026 to 06/27/2026
Approval Date	07/09/2026
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					
0100	26-010	LS	0.500	$8,200.000	$4,100.00
TRENCH COMPACTION TESTING					
0110	26-011	LF	507.000	$90.000	$45,630.00
STORM SEWER, TRENCHED, CLASS III RCP, 15"					
0130	26-013	LF	244.000	$106.000	$25,864.00
STORM SEWER, TRENCHED, CLASS III RCP, 24"					
0160	26-016	LF	96.000	$30.000	$2,880.00
REMOVAL OF STORM SEWER, RCP, 18"					
0330	26-033	EACH	1.000	$7,260.000	$7,260.00
INTAKE, TYPE SW-501					
0340	26-034	EACH	2.000	$6,750.000	$13,500.00
INTAKE, TYPE SW-503					

Project Total: $153,302.05

Line Number	Item	Unit	Current Paid Quantity	Unit Price	Amount
0350	26-035	EACH	3.000	$9,000.000	$27,000.00
INTAKE, TYPE SW-505					
0360	26-036	EACH	2.000	$9,000.000	$18,000.00
INTAKE, TYPE SW-506					
0460	26-046	SY	100.000	$10.000	$1,000.00
REMOVAL OF DRIVEWAY					
0540	26-054	SY	525.000	$8.000	$4,200.00
PAVEMENT REMOVAL					
0610	26-061	LS	0.100	$4,000.000	$400.00
TEMPORARY TRAFFIC CONTROL					
0820	26-082	LS	0.100	$3,200.000	$320.00
SWIPP MANAGEMENT					
0830	26-083	LF	153.000	$1.850	$283.05
FILTER SOCK, 9"					
0910	26-091	EACH	3.000	$155.000	$465.00
INLET PROTECTION DEVICE, DROP IN					
0990	26-099	LS	0.100	$14,000.000	$1,400.00
CONSTRUCTION SURVEY					
1010	26-101	LS	0.500	$1,000.000	$500.00
MAINTENANCE OF POSTAL SERVICE					
1020	26-102	LS	0.500	$1,000.000	$500.00
MAINTENANCE OF SOLID WASTE COLLECTION					

Section Total: $153,302.05

Project Total: $153,302.05

Summary

Current Approved Work:	$153,302.05	**Approved Work To Date:**	$634,945.0
Current Stockpile Advancement:	$0.00	**Stockpile Advancement To Date:**	$0.0
Current Stockpile Recovery:	$0.00	**Stockpile Recovery To Date:**	$0.0
Current Retainage:	$4,599.06	**Retainage To Date:**	$19,048.3
Current Retainage Released:	$0.00	**Retainage Released To Date:**	$0.0
Current Liquidated Damages:	$0.00	**Liquidated Damages To Date:**	$0.0
Current Adjustment:	$0.00	**Adjustments To Date:**	$0.0
Current Payment:	$148,702.99	**Payments To Date:**	$615,896.7
Previous Payment:	$235,630.46	**Previous Payments To Date:**	$467,193.7

Mayor, City of Clive — **Date**

7/6/26

Project Engineer, John Cygan — **Date**

7/2/2026

Field Engineer, Tony Clemenson — **Date**

7/2/26

Contractor, Mainline Construction Inc. — **Date**

Memo

TO: Mayor and Council members
FROM: Matt McQuillen, City Manager
DATE: July 9, 2026
RE: Approve Pay Request #6 (Final) - Elite Glass and Metal - City Hall Remodel Phase 2 Project - $4,060.53

SYNOPSIS:

Staff is recommending approval of pay request #6 and retainage release 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 Approved 6/25/26

Pay Request #6 $ 4,060.53 Retainage Release

Balance Remaining $ 0

3% Retainage Held $ 0

Total – Pay Request #6 $ 4,060.53

Acct # 350-5750-6799

Attachments:
1. Clive City Hall Phase 2 - Elite Glass Retainage

2. AIA G706 Elite Glass
3. AIA G706A Elite Glass
4. AIA G707 Elite Glass

TO CONTRACTOR:

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

APPLICATION NO: 6
INVOICE NO: 25011-SC-006-RE
PERIOD: 06/01/26 - 06/30/26
PROJECT NO: 25011
CONTRACT NO: SC-002 City Hall Phase 2
CONTRACT DATE: 09/25/2025
CERTIFICATE DATE: 07/01/2026
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. 0.00% of completed work	$0.00	
	b. 0.00% of stored material	$0.00	
	Total retainage (Line 5a + 5b or total in column I of detail sheet)		$0.00
6.	Total earned less retainage (Line 4 less Line 5 Total)		$135,351.00
7.	Less previous certificates for payment (Line 6 from prior certificate)		$131,290.47
8.	Current payment due:		$4,060.53
9.	Balance to finish, including retainage (Line 3 less Line 6)		$0.00

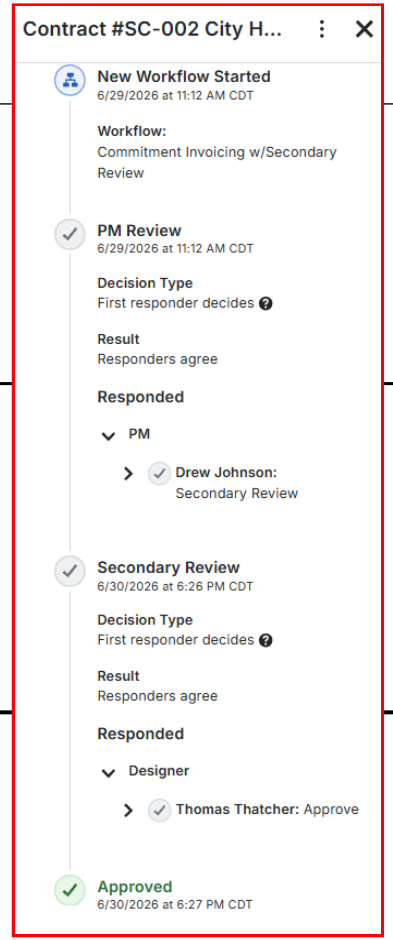
CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner/Client:	$365.00	$(384.00)
Total approved this month:	$0.00	$0.00
Totals:	$365.00	$(384.00)
Net change by change orders:	$(19.00)	

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:



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: 06/29/2026
PERIOD: 06/01/26 - 06/30/26

Contract Lines

A		B	C	D	E	F	G		H	I
ITEM NO.	BUDGET CODE	DESCRIPTION OF WORK	SCHEDULED VALUE	APPROVED WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
				FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
1	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	$0.00
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	$0.00
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	$0.00
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	$0.00
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	$0.00
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	$0.00
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	$0.00
		TOTALS:	**$135,370.00**	**$135,370.00**	**$0.00**	**$0.00**	**$135,370.00**	**100.00%**	**$0.00**	**$0.00**

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					
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	$0.00
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	$365.00	$0.00	$0.00	$365.00	100.00%	$0.00	$0.00
	TOTALS:	**$(19.00)**	**$(19.00)**	**$0.00**	**$0.00**	**$(19.00)**	**100.00%**	**$0.00**	**$0.00**

Grand Totals

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

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: 6
Invoice No: 8814
Period To: 6/29/2026
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 0.00
   b. Stored Material 0.00
   Total Retainage 0.00
6) Total Earned less Retainage 135,351.00
7) Less Previous Certificates for Payment 131,290.47
8) Current Payment Due 4,060.53
9) Balance to Finish, including Retainage 0.00

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	365.00	384.00
Total approved this Month	0.00	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 Metal

By: _____ Date: 6/29/2026

State of: Iowa

County of: Polk

Subscribed and sworn to before me this 29th day of June 2026

Notary Public: _____

My Commission expires: November 3, 2026

THERESA R. NIKKEL
Commission Number 786891
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: 6
Invoice No: 8814
Application Date: 6/29/2026
Period To: 6/29/2026
Architect's Project No:

A	B	C	D	E	F	G		H	I
			Work Completed						
Item No.	Description	Scheduled Value	Previous	This Period	Stored Materials	Total	%	Balance	Retainage
1	DEMO	10,000.00	10,000.00	0.00	0.00	10,000.00	100	0.00	0.00
2	LABOR	58,610.60	58,610.60	0.00	0.00	58,610.60	100	0.00	0.00
3	METAL	14,670.00	14,670.00	0.00	0.00	14,670.00	100	0.00	0.00
4	GLASS	8,638.00	8,638.00	0.00	0.00	8,638.00	100	0.00	0.00
5	HARDWARE	36,144.00	36,144.00	0.00	0.00	36,144.00	100	0.00	0.00
6	SUBMTTALS / CLOSEOUT	5,000.00	5,000.00	0.00	0.00	5,000.00	100	0.00	0.00
7	BOND	2,307.40	2,307.40	0.00	0.00	2,307.40	100	0.00	0.00
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	0.00
10	CO#3-Add Mat to N Vestibule	365.00	365.00	0.00	0.00	365.00	100	0.00	0.00
		135,351.00	**135,351.00**	**0.00**	**0.00**	**135,351.00**		**0.00**	**0.00**

AIA® Document G706® – 1994

Contractor's Affidavit of Payment of Debts and Claims

PROJECT: *(Name and address)* Clive City Hall - Phase 2 Clive City Hall	**ARCHITECT'S PROJECT NUMBER:** OPN Architects **CONTRACT FOR:** BP#2 Aluminum Storefront & Glazing **CONTRACT DATED:** September 25, 2025	OWNER: ☐ ARCHITECT: ☐ CONTRACTOR: ☒ SURETY: ☐ OTHER: ☐
TO OWNER: *(Name and address)* City of Clive 1900 NW 114th St., Clive IA 50325		

STATE OF: IA
COUNTY OF: Polk

The undersigned hereby certifies that, except as listed below, payment has been made in full and all obligations have otherwise been satisfied for all materials and equipment furnished, for all work, labor, and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the Contract referenced above for which the Owner or Owner's property might in any way be held responsible or encumbered.

EXCEPTIONS:
None

SUPPORTING DOCUMENTS ATTACHED HERETO:

1. Consent of Surety to Final Payment. Whenever Surety is involved, Consent of Surety is required. AIA Document G707, Consent of Surety, may be used for this purpose

Indicate Attachment ☒ Yes ☐ No

The following supporting documents should be attached hereto if required by the Owner:

1. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
2. Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.
3. Contractor's Affidavit of Release of Liens (AIA Document G706A).

CONTRACTOR: *(Name and address)*
Elite Glass & Metal LLC
4945 NW 57th Ave., Suite 1, Johnston IA 50325

BY: _____
(Signature of authorized representative)

Nate Burgd operations Manager
(Printed name and title)

Subscribed and sworn to before me on this date: 6/12/26

Notary Public: CassiBerkley
My Commission Expires: 9/29/28

NOTARIAL SEAL IOWA
CASSI LYNN BERKLEY
Commission Number 842723
My Commission Expires
9-29-28

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AIA® Document G706®A – 1994

Contractor's Affidavit of Release of Liens

PROJECT: *(Name and address)*
Clive City Hall - Phase 2
Clive City Hall

TO OWNER: *(Name and address)*
City of Clive
1900 NW 114th St., Clive IA 50325

ARCHITECT'S PROJECT NUMBER:
OPN Architects
CONTRACT FOR: BP #2 Aluminum Storefront & Glazing
CONTRACT DATED: September 25, 2025

OWNER: ☐
ARCHITECT: ☐
CONTRACTOR: ☒
SURETY: ☐
OTHER: ☐

STATE OF: Iowa
COUNTY OF: Polk

The undersigned hereby certifies that to the best of the undersigned's knowledge, information and belief, except as listed below, the Releases or Waivers of Lien attached hereto include the Contractor, all Subcontractors, all suppliers of materials and equipment, and all performers of Work, labor or services who have or may have liens or encumbrances or the right to assert liens or encumbrances against any property of the Owner arising in any manner out of the performance of the Contract referenced above.

EXCEPTIONS:
None

SUPPORTING DOCUMENTS ATTACHED HERETO:
1. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
2. Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.

CONTRACTOR: *(Name and address)*
Elite Glass & Metal LLC
4945 NW 57th Ave, Suite 1, Johnston IA 50131

BY: _____
(Signature of authorized representative)
Nate Burgard Operations Manager
(Printed name and title)

Subscribed and sworn to before me on this date: 6/12/26

Notary Public: Cassi Berkley
My Commission Expires: 9/29/28

NOTARIAL SEAL IOWA
CASSI LYNN BERKLEY
Commission Number 842723
My Commission Expires
9-29-28

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Consent Of Surety to Final Payment

BOND NO.: SBP151098_008

PROJECT: *(Name and address)*
Clive City Hall - Phase 2
Clive City Hall

ARCHITECT'S PROJECT NUMBER: OPN Architects

CONTRACT FOR: BP#2 Aluminum Storefront & Glazing

CONTRACT DATED: September 25, 2025

OWNER: ☐
ARCHITECT: ☐
CONTRACTOR: ☒
SURETY: ☒
OTHER: ☐

TO OWNER: *(Name and address)*
City of Clive
1900 NW 114th St., Clive IA 50325

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the
(Insert name and address of Surety)

Pennsylvania Insurance Company
10805 Old Mill Rd, Omaha NE 68154

, SURETY,

on bond of
(Insert name and address of Contractor)

Elite Glass & Metal LLC
4954 NW 57th Ave, Suite 1, Johnston IA 50131

, CONTRACTOR,

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the Surety of any of its obligations to
(Insert name and address of Owner)

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

, OWNER,

as set forth in said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date: JUNE 15, 2026
(Insert in writing the month followed by the numeric date and year.)

PENNSYLVANIA INSURANCE COMPANY
(Surety)

(Signature of authorized representative)

Attest:
(Seal): RACHEL A. MULLEN, WITNESS

SARAH CAMPBELL, ATTORNEY-IN-FACT
(Printed name and title)

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User Notes:
(3B9ADA5E)

CALIFORNIA ACKNOWLEDGMENT CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of LOS ANGELES

On JUN 15 2026 (*Date*) before me, EDWARD C. SPECTOR, NOTARY PUBLIC (*Here Insert Name and Title of the Officer*),

personally appeared SARAH CAMPBELL (*Name(s) of Signer(s)*),

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that ~~he~~/she/~~they~~ executed the same in ~~his~~/her/~~their~~ authorized capacity(~~ies~~), and that by ~~his~~/her/~~their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

EDWARD C. SPECTOR
Notary Public - California
Los Angeles County
Commission # 2447241
My Comm. Expires May 16, 2027

Place Notary Seal and/or Stamp Above

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____
Signature of Notary Public
EDWARD C. SPECTOR, NOTARY PUBLIC

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____	Signer's Name: _____
☐ Corporate Officer – Title(s): _____	☐ Corporate Officer – Title(s): _____
☐ Partner – ☐ Limited ☐ General	☐ Partner – ☐ Limited ☐ General
☐ Individual ☒ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator	☐ Trustee ☐ Guardian or Conservator
☐ Other: _____	☐ Other: _____
Signer is Representing: _____	Signer is Representing: _____

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California Insurance Company · Continental Indemnity Company · Illinois Insurance Company · Pennsylvania Insurance Company

10805 Old Mill Road · Omaha, Nebraska 68154

POWER OF ATTORNEY NO. LOCPAC01_0323

KNOW ALL MEN BY THESE PRESENTS: That the California Insurance Company, duly organized and existing under the laws of the State of California and having its principal office in the County of San Mateo, California, and Continental Indemnity Company, Illinois Insurance Company and Pennsylvania Insurance Company, corporations duly organized and existing under the laws of the State of New Mexico and having their principal office in the County of Santa Fe, New Mexico does hereby nominate, constitute and appoint:

D.Garcia, Janina Monroe, Rachel A Mullen, Michelle Haase, B. Aleman, Edward C Spector, Ethan Spector, K D Wapato, Jenniler Ochs, Erin Brown, Marina Tapia, Sarah Campbell, Simone Gerhard, Jaren A. Marx, Chase Seylorth, Alysha Mendoza, MB Neely, Sandra Corona, Jason Fomenko

Its true and lawful agent and attorney-in-fact, to make, execute, seal and deliver for and on its behalf as surety, and its act and deed any and all bonds, contracts, agreements of indemnity and other undertakings in suretyship (NOT INCLUDING bonds without a fixed penalty or financial guarantee) provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

"Unlimited"

This Power of Attorney is granted and is signed and sealed under and by the authority of the following Resolution adopted by the Board of Directors of **California Insurance Company, Continental Indemnity Company, Illinois Insurance Company and Pennsylvania Insurance Company.**

"RESOLVED, That the President, Senior Vice President, Vice President, Assisted Vice President, Secretary, Treasurer and each of them hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer or attorney of the Company, qualifying the attorney or attorneys named in given power of attorney, to execute in behalf of, and acknowledge as the act and deed of the **California Insurance Company, Continental Indemnity Company, Illinois Insurance Company and Pennsylvania Insurance Company,** all bond undertakings and contracts of suretyship, and to affix the corporate seal thereto."

IN WITNESS WHEREOF, **California Insurance Company, Continental Indemnity Company, Illinois Insurance Company and Pennsylvania Insurance Company,** has caused its official seal to be hereunto affixed and these presents to be signed by its duly authorized officer the 16th day of August 2023.

California Insurance Company, Continental Indemnity Company,
Illinois Insurance Company, Pennsylvania Insurance Company

By _____
Jeffrey A. Silver, Secretary

STATE OF NEBRASKA
COUNTY OF DOUGLAS SS:

On this 16th day of August A.D. 2023, before me a Notary Public of the State of Nebraska, in and for the County of Douglas, duly commissioned and qualified, came THE ABOVE OFFICER OF THE COMPANY, to me personally known to be the individual and officer described in, and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposed and said that he is the officer of the said Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said corporation, and that Resolution adopted by the Board of Directors of said Company, referred to in the preceding instrument is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my Official Seal at the County of Douglas, the day and year first above written.

GENERAL NOTARY - State of Nebraska
LINDA S. DAVIS
My Comm. Exp. September 1, 2027

_____
(Notary Public)

I, the undersigned Officer of the **California Insurance Company,** a California Corporation of Foster City, California, **Continental Indemnity Company, Illinois Insurance Company and Pennsylvania Insurance Company,** New Mexico Corporations of Santa Fe, New Mexico, do herby certify that the original POWER OF ATTORNEY of which the foregoing is full, true and correct copy is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand, and affixed the Seal of said Company, on the 15TH day of JUNE , 2026

_____
Jeffrey A. Silver, Secretary

Memo

TO: Mayor and Council members
FROM: Alyssa Welling, Administrative Assistant
DATE: July 9, 2026
RE: Approve Pay Request #7 - Caliber Concrete - Linnan Park Construction Project - $229,066.85

SYNOPSIS:
Staff recommends approval of Pay Request #7 to Caliber Concrete for the work completed to date on the Linnan Park Construction Project.

Total contract amount: **$490,900.00**
Change Order: **$5,123.00**
Total Change Orders to Date: **$19,496.00**
Contract + Change Orders: **$510,396.00**
Pay Request #7: **$229,066.85**
Total Requested to Date: **$420,751.20**
Remaining contract amount: **$89,644.80**

Attachments:
1. Caliber Pay app #7

APPLICATION AND CERTIFICATE FOR PAYMENT

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

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

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

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

APPLICATION #: 7
PERIOD TO: 06/25/26
PROJECT NOS: 14880

CONTRACT DATE: 05/22/25

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

CONTRACT FOR: 25-023

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM	$	490,900.00
2. Net change by Change Orders	$	19,496.00
3. CONTRACT SUM TO DATE (Line 1 +/- 2)	$	510,396.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on Continuation Sheet)	$	442,896.00
5. RETAINAGE:		
a. 5.0% of Completed Work (Columns D+E on Continuation Sheet)	$	22,144.80
b. 10.0% of Stored Material (Column F on Continuation Sheet)	$	
Total Retainage (Line 5a + 5b or Total in Column 1 of Continuation Sheet)	$	22,144.80
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)	$	420,751.20
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	$	191,684.35
8. CURRENT PAYMENT DUE	$	229,066.85
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	$	89,644.80

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	$14,373.00	
Total approved this Month	$5,123.00	
TOTALS	$19,496.00	
NET CHANGES by Change Order	$19,496.00	

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

CONTRACTOR:

By: Michael N D Contrella Date: 6.25.26

State of: Iowa
County of: Adair

Subscribed and sworn to before me this 25th day of June 2026

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

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

CERTIFICATE FOR PAYMENT

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

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

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

ARCHITECT:

By: _____ Date: _____

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

CONTINUATION SHEET

ATTACHMENT TO PAY APPLICATION

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

APPLICATION NUMBER: 6
APPLICATION DATE: 25-May-26
PERIOD TO: 25-May-26
ARCHITECT'S PROJECT NO:

A	B	C	D	E	F	G		H	I
Item No.	Description of Work	Scheduled Value	Work Completed: From Previous Application (D + E)	Work Completed: This Period	Materials Presently Stored (Not In D or E)	Total Completed And Stored To Date (D + E + F)	% (G/C)	Balance To Finish (C - G)	Retainage
1	6" Sidewalk	$ 176,500	$ 10,000	$ 135,000	$ -	$ 145,000	82%	$ 31,500	$ 7,250
2	6" Sidewalk	$ 32,800	$ 32,800	$ -	$ -	$ 32,800	100%	$ -	$ 1,640
3	7" Paving	$ 80,000	$ 8,000	$ 56,000	$ -	$ 64,000	80%	$ 16,000	$ 3,200
4	7' Paving	$ 65,000		$ 45,000	$ -	$ 45,000	69%	$ 20,000	$ 2,250
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	Change Order # 4					$ -		$ -	$ -
22	Rebar for Pavement Type 1 & 2 Splashpad	$ 5,123		$ 5,123		$ 5,123	100%	$ -	$ 256
23						$ -		$ -	$ -
24						$ -		$ -	$ -
25						$ -		$ -	$ -
	SUBTOTALS PAGE 2	$ 510,396	$ 201,773	$ 241,123	$ -	$ 442,896	87%	$ 67,500	$ 22,145

Memo

TO: Mayor and Council members
FROM: Matt McQuillen, City Manager
DATE: July 9, 2026
RE: Approve Pay Request #7 (Final) - Elite Fire Sprinkler - City Hall Remodel Phase 2 Project - $943.11

SYNOPSIS:

Staff is recommending approval of pay request #7 and retainage release 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 Approved 6/25/26

Pay Request #7 $ 943.11 Retainage Release

Balance Remaining $ 0

3% Retainage Held $ 0

Total – Pay Request #7 $ 943.11

Acct # 350-5750-6799

Attachments:
1. Clive City Hall Phase 2 - Elite Fire Sprinkler Retainage
2. G706
3. G706A
4. G707

TO CONTRACTOR:

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

APPLICATION NO: 7
INVOICE NO: 25011-SC-007-RE
PERIOD: 06/01/26 - 06/30/26
PROJECT NO: 25011
CONTRACT NO: SC-005 City Hall Phase 2
CONTRACT DATE: 08/28/2025
CERTIFICATE DATE: 07/01/2026
SUBMITTED DATE:

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

SUBCONTRACT FOR: BP#5 Fire Sprinkler

SUBCONTRACTOR'S APPLICATION FOR PAYMENT

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

1.	Original Contract Sum		$26,400.00
2.	Net change by change orders		$5,037.00
3.	Contract Sum to date (Line 1 ± 2)		$31,437.00
4.	Total completed and stored to date (Column G on detail sheet)		$31,437.00
5.	Retainage:		
	a. -0.99% of completed work	$(234.00)	
	b. 3.00% of stored material	$234.00	
	Total retainage (Line 5a + 5b or total in column I of detail sheet)		$0.00
6.	Total earned less retainage (Line 4 less Line 5 Total)		$31,437.00
7.	Less previous certificates for payment (Line 6 from prior certificate)		$30,493.89
8.	Current payment due:		$943.11
9.	Balance to finish, including retainage (Line 3 less Line 6)		$0.00

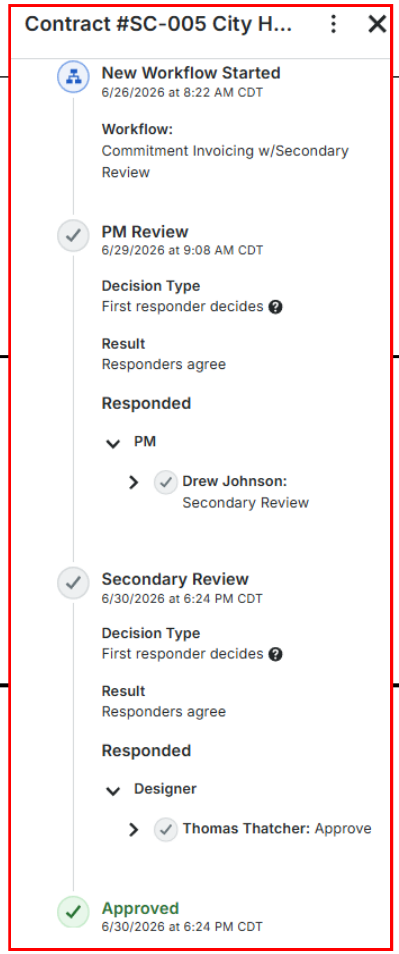
CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner/Client:	$5,037.00	$0.00
Total approved this month:	$0.00	$0.00
Totals:	$5,037.00	$0.00
Net change by change orders:	$5,037.00	

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:



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

APPLICATION NUMBER: 7
APPLICATION DATE: 06/26/2026
PERIOD: 06/01/26 - 06/30/26

Contract Lines

A		B	C	D	E	F	G		H	I
ITEM NO.	BUDGET CODE	DESCRIPTION OF WORK	SCHEDULED VALUE	APPROVED WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
				FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
1	21-210000.000.Subcontract BP#5 - Fire Sprinkler	Engineering	$3,000.00	$3,000.00	$0.00	$0.00	$3,000.00	100.00%	$0.00	$0.00
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	$0.00
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	$0.00
		TOTALS:	**$26,400.00**	**$18,600.00**	**$0.00**	**$7,800.00**	**$26,400.00**	**100.00%**	**$0.00**	**$0.00**

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	$3,680.00	$0.00	$0.00	$3,680.00	100.00%	$0.00	$0.00
5.1.2	21-210000.000.Subcontract BP#5 - Fire Sprinkler RFI #43 Existing Ceilings in Room 154A and 141	$1,357.00	$1,357.00	$0.00	$0.00	$1,357.00	100.00%	$0.00	$0.00
	TOTALS:	**$5,037.00**	**$5,037.00**	**$0.00**	**$0.00**	**$5,037.00**	**100.00%**	**$0.00**	**$0.00**

Grand Totals

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	APPROVED WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
	GRAND TOTALS:	**$31,437.00**	**$23,637.00**	**$0.00**	**$7,800.00**	**$31,437.00**	**100.00%**	**$0.00**	**$0.00**

CONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT

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

Identifying Information

Name of Claimant: Elite Fire Sprinkler Systems

Name of Customer: DCI Group

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

Owner: The City of Clive

Through Date: 6/30/2026

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: $ 943.11

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: 6/30/2026

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AIA Type Document
Application and Certification for Payment

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

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

APPLICATION NO: 7R
PERIOD TO: 6/30/2026

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. 0.00 % of Completed Work	$	0.00
b. 0.00 % of Stored Material	$	0.00
Total retainage (Line 5a + 5b)	$	0.00
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)	$	31,437.00
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	$	30,493.89
8. CURRENT PAYMENT DUE	$	943.11
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	$	0.00

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: _____ Date: 6/26/26
Joshua Pearson / Area Manager

State of: IA

County of: Polk

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

Notary Public:

My Commission Expires :

ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED . . . . . $ _____

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

ARCHITECT:

By: _____ Date: _____

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

AIA Type Document
Application and Certification for Payment

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

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

APPLICATION NO: 7R
PERIOD TO: 6/30/2026

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	0.00
2	Material	10,400.00	10,400.00	0.00	0.00	10,400.00	100.00	0.00	0.00
3	Labor	13,000.00	13,000.00	0.00	0.00	13,000.00	100.00	0.00	0.00
4	CO 2	5,037.00	5,037.00	0.00	0.00	5,037.00	100.00	0.00	0.00
	REPORT TOTALS	$31,437.00	$31,437.00	$0.00	$0.00	$31,437.00	100.00	$0.00	$0.00

AIA® Document G706® – 1994

Contractor's Affidavit of Payment of Debts and Claims

PROJECT: *(Name and address)* Clive City Hall - Phase 2 Clive City Hall **TO OWNER:** *(Name and address)* City of Clive 1900 NW 114th St., Clive IA 50325	**ARCHITECT'S PROJECT NUMBER:** OPN Architects **CONTRACT FOR:** BP#5 Fire Suppression **CONTRACT DATED:** August 28, 2025	OWNER: ☐ ARCHITECT: ☐ CONTRACTOR: ☒ SURETY: ☐ OTHER: ☐

STATE OF: IA
COUNTY OF: Polk

The undersigned hereby certifies that, except as listed below, payment has been made in full and all obligations have otherwise been satisfied for all materials and equipment furnished, for all work, labor, and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the Contract referenced above for which the Owner or Owner's property might in any way be held responsible or encumbered.

EXCEPTIONS:
None

SUPPORTING DOCUMENTS ATTACHED HERETO:

1. Consent of Surety to Final Payment. Whenever Surety is involved, Consent of Surety is required. AIA Document G707, Consent of Surety, may be used for this purpose

Indicate Attachment ☒ Yes ☐ No

The following supporting documents should be attached hereto if required by the Owner:

1. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
2. Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.
3. Contractor's Affidavit of Release of Liens (AIA Document G706A).

CONTRACTOR: *(Name and address)*
Elite Fire Sprinkler Systems
5104 Park Ave., Des Moines IA 50321

BY: _____
(Signature of authorized representative)

Joshua Pearson Area Manager
(Printed name and title)

Subscribed and sworn to before me on this date: 6/11/26

Nicole Pearson
Notary Public:
My Commission Expires: 10/1/27

NOTARIAL SEAL IOWA
NICOLE FAYE PEARSON
Commission Number 859337
My Commission Expires
October 1, 2027

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User Notes:
(3B9ADA57)

AIA® Document G706®A – 1994

Contractor's Affidavit of Release of Liens

PROJECT: *(Name and address)* Clive City Hall - Phase 2 Clive City Hall	**ARCHITECT'S PROJECT NUMBER:** OPN Architects **CONTRACT FOR:** BP #5 Fire Suppression	OWNER: ☐ ARCHITECT: ☐ CONTRACTOR: ☒
TO OWNER: *(Name and address)* City of Clive 1900 NW 114th St., Clive IA 50325	**CONTRACT DATED:** August 28, 2025	SURETY: ☐ OTHER: ☐

STATE OF: Iowa
COUNTY OF: Polk

The undersigned hereby certifies that to the best of the undersigned's knowledge, information and belief, except as listed below, the Releases or Waivers of Lien attached hereto include the Contractor, all Subcontractors, all suppliers of materials and equipment, and all performers of Work, labor or services who have or may have liens or encumbrances or the right to assert liens or encumbrances against any property of the Owner arising in any manner out of the performance of the Contract referenced above.

EXCEPTIONS:
None

SUPPORTING DOCUMENTS ATTACHED HERETO:

1. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
2. Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.

CONTRACTOR: *(Name and address)*
Elite Fire Sprinkler Systems
5104 Park Ave., Des Moines IA 50231

BY: _____
(Signature of authorized representative)
Joshua Pearson Area Manager
(Printed name and title)

Subscribed and sworn to before me on this date: 6/11/26

Notary Public: Nicole Pearson
My Commission Expires: 10/1/27

NICOLE FAYE PEARSON
Commission Number 859337
My Commission Expires
October 1, 2027

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User Notes: (3B9ADA5D)

Bond # 54268703

AIA® Document G707™ – 1994

Consent Of Surety to Final Payment

PROJECT: *(Name and address)*	**ARCHITECT'S PROJECT NUMBER:** OPN Architects	OWNER: ☐
		ARCHITECT: ☐
Clive City Hall - Phase 2 Clive City Hall	**CONTRACT FOR:** BP#5 Fire Suppression	CONTRACTOR: ☒
		SURETY: ☐
TO OWNER: *(Name and address)* City of Clive 1900 NW 114th St., Clive IA 50325	**CONTRACT DATED:** August 28, 2025	OTHER: ☐

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the
(Insert name and address of Surety)

United Fire & Casualty Company
118 Second Ave SE, Cedar Rapids IA 52401

, SURETY,

on bond of
(Insert name and address of Contractor)

Elite Fire Sprinkler Systems Inc.
5104 Park Ave, Des Moines IA 50321

, CONTRACTOR,

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the Surety of any of its obligations to
(Insert name and address of Owner)

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

, OWNER,

as set forth in said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date: 06/11/2026
(Insert in writing the month followed by the numeric date and year.)

United Fire & Casualty Company
(Surety)

Aidan Henry
(Signature of authorized representative)

Aidan Henry: Attorney In-Fact
(Printed name and title)

Attest:
(Seal):

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(3B9ADA5C)
User Notes:

UNITED FIRE & CASUALTY COMPANY, CEDAR RAPIDS, IA
UNITED FIRE & INDEMNITY COMPANY, WEBSTER, TX
FINANCIAL PACIFIC INSURANCE COMPANY, ROSEVILLE, CA

POWER OF ATTORNEY

To verify the authenticity of this Power of Attorney, please contact us at
UFG Insurance, 118 Second Ave SE, Cedar Rapids, IA 52401
telephone (800) 343-9130 or email *surety@unitedfiregroup.com*
THIS POWER OF ATTORNEY IS VOID IF ALTERED
To notify us of a claim, please contact us at *surety@unitedfiregroup.com*

KNOW ALL PERSONS BY THESE PRESENTS, That United Fire & Casualty Company, a corporation duly organized and existing under the laws of the State of Iowa; United Fire & Indemnity Company, a corporation duly organized and existing under the laws of the State of Texas; and Financial Pacific Insurance Company, a corporation duly organized and existing under the laws of the State of California (herein collectively called the Companies), and having their corporate headquarters in Cedar Rapids, State of Iowa, does make, constitute and appoint

ROBERT L. KOLLSMITH, JASON D. SMITH, JAMES M. SMITH, TIMOTHY J. FOLEY, BRAD BENGTSON, KURT FELLER, DORA B. STEVENS, DEBORAH KLING, LUKAS SCHRODER, CHRISTY RITCHIE, JACK STRELLNER, LAURI MENEOUGH, LINDSAY CARDENAS, AUSTIN NAUMAN, AIDAN HENRY, AARON ELLSWORTH, EACH INDIVIDUALLY

---

their true and lawful Attorney(s)-in-Fact with power and authority hereby conferred to sign, seal and execute in its behalf all lawful bonds, undertakings and other obligatory instruments of similar nature provided that no single obligation shall exceed $100,000,000.00 and to bind the Companies thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Companies and all of the acts of said Attorney, pursuant to the authority hereby given and hereby ratified and confirmed.

The Authority hereby granted is continuous and shall remain in full force and effective until revoked by United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

This Power of Attorney has been duly made, executed and delivered pursuant to, and in accordance with, the articles of incorporation, bylaws, and other governing documents of each of the respective Companies, and by authority therein granted and under applicable corporate law.

IN WITNESS WHEREOF, the COMPANIES have each caused these presents to be signed by its officer and its corporate seal to be hereto affixed this 23rd day of January, 2026.

By: _____
Kyanna M. Saylor, Vice President of
United Fire & Casualty Company
United Fire & Indemnity Company
Financial Pacific Insurance Company

State of Iowa, County of Linn, ss:
On this 23rd day of January, 2026, before me personally came Kyanna M. Saylor to me known, who being by me duly sworn, did depose and say; that she is a Vice President of UNITED FIRE & CASUALTY COMPANY, a Vice President of UNITED FIRE & INDEMNITY COMPANY, and a Vice President of FINANCIAL PACIFIC INSURANCE COMPANY, the corporations described in and which executed the above instrument; that she knows the seal of said corporations; that the seals affixed to the said instrument are such corporate seals; that these seals were so affixed pursuant to authority given by the Boards of Directors of said corporations and that she signed her name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporations.

Judith A. Jones
Iowa Notarial Seal
Commission number 173041
My Commission Expires 04/23/2027

Notary Public: _____

My commission expires: 04/23/2027

I, Mary A. Bertsch, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and that the said Power of Attorney has not been revoked and is now in full force and effect.

In testimony whereof I have hereunto subscribed my name and affixed the corporate seal of each said Company this 11th day of June, 2026.

By: _____
Mary A. Bertsch, Assistant Secretary of
United Fire & Casualty Company
United Fire & Indemnity Company
Financial Pacific Insurance Company

BPOA0049 012026

Memo

TO: Mayor and Council members
FROM: Matt McQuillen, City Manager
DATE: July 9, 2026
RE: Approve Pay Request #9 (Final) - Cunningham Inc - City Hall Remodel Phase 2 Project - $12,695.98

SYNOPSIS:

Staff is recommending approval of pay request #9 and retainage release to Cunningham, Inc. for construction completed for phase 2 of the City Hall Remodel Project. Cunningham is responsible for Prime Contract #3 – Mechanical & Plumbing. The pay request was reviewed by the City's Construction Manager and Architect prior to this consideration for approval.

Prime Construction Contract #3 – Mechanical & Plumbing

Contract Amount $ 413,408.00 Contract Approved 8/28/25

Change Order #1 No Cost Approved 11/4/25

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

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

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

Revised Contract Amount $ 423,199.09

Pay Request #1 $ 21,141.15 Approved 10/9/25

Pay Request #2 $ 17,702.50 Approved 11/13/25

Pay Request #3 $ 40,840.88 Approved 12/11/25

Pay Request #4 $ 108,054.12 Approved 1/8/26

Pay Request #5 $ 161,875.54 Approved 2/26/26

Pay Request #6 $ 9,119.94 Approved 3/26/26

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

Pay Request #8 $ 25,063.64 Approved 5/28/26

Pay Request #9 $ 12,695.98 Retainage Release

Balance Remaining $ 0

3% Retainage Held $ 0

Total – Pay Request #9 $ 12,695.98

Acct # 350-5750-6799

Attachments:

1. Clive City Hall Phase 2 - Cunningham Retainage
2. G706-1994 - Final - Cunningham(1)
3. G706A-1994 - Final - Cunningham(1)
4. G707-1994 - Final - Cunningham(1)

TO CONTRACTOR:

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

APPLICATION NO: 9
INVOICE NO: 25011-SC-009-RE
PERIOD: 06/01/26 - 06/30/26
PROJECT NO: 25011
CONTRACT NO: SC-003 City Hall Phase 2
CONTRACT DATE: 08/28/2025
CERTIFICATE DATE: 07/01/2026
SUBMITTED DATE:

FROM SUBCONTRACTOR:
Cunningham, Inc.
808 South Market Street
Oskaloosa, Iowa 52577

SUBCONTRACT FOR: BP#3 Mechanical

SUBCONTRACTOR'S APPLICATION FOR PAYMENT

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

1.	Original Contract Sum		$413,408.00
2.	Net change by change orders		$9,791.09
3.	Contract Sum to date (Line 1 ± 2)		$423,199.09
4.	Total completed and stored to date (Column G on detail sheet)		$423,199.09
5.	Retainage:		
	a. 0.00% of completed work	$0.00	
	b. 0.00% of stored material	$0.00	
	Total retainage (Line 5a + 5b or total in column I of detail sheet)		$0.00
6.	Total earned less retainage (Line 4 less Line 5 Total)		$423,199.09
7.	Less previous certificates for payment (Line 6 from prior certificate)		$410,503.11
8.	Current payment due:		$12,695.98
9.	Balance to finish, including retainage (Line 3 less Line 6)		$0.00

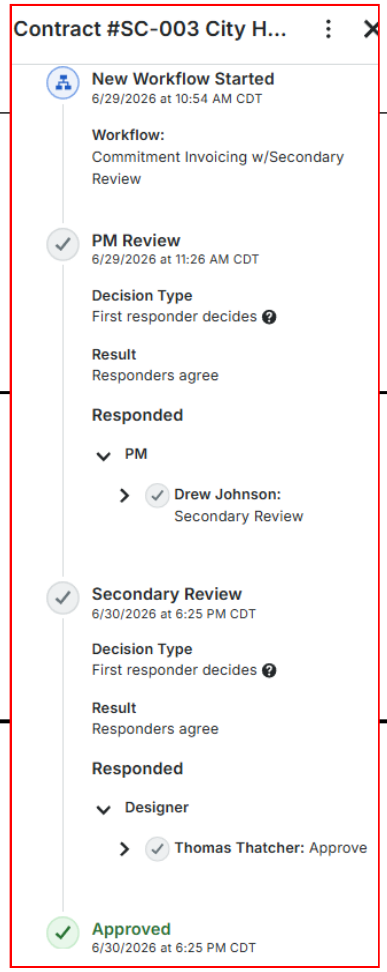
CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner/Client:	$9,791.09	$0.00
Total approved this month:	$0.00	$0.00
Totals:	$9,791.09	$0.00
Net change by change orders:	$9,791.09	

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

SUBCONTRACTOR: Cunningham, Inc.

By: _____

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



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

APPLICATION NUMBER: 9
APPLICATION DATE: 06/26/2026
PERIOD: 06/01/26 - 06/30/26

Contract Lines

A		B	C	D	E	F	G		H	I
ITEM NO.	BUDGET CODE	DESCRIPTION OF WORK	SCHEDULED VALUE	APPROVED WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
				FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
1	23-230000.000.Subcontract BP#3 - Mechanical & Plumbing	Engineering/Submittals	$47,735.00	$47,735.00	$0.00	$0.00	$47,735.00	100.00%	$0.00	$0.00
2	23-230000.000.Subcontract BP#3 - Mechanical & Plumbing	Bond	$6,345.00	$6,345.00	$0.00	$0.00	$6,345.00	100.00%	$0.00	$0.00
3	23-230000.000.Subcontract BP#3 - Mechanical & Plumbing	Mobilization	$17,475.00	$17,475.00	$0.00	$0.00	$17,475.00	100.00%	$0.00	$0.00
4	23-230000.000.Subcontract BP#3 - Mechanical & Plumbing	Demo Labor	$6,805.00	$6,805.00	$0.00	$0.00	$6,805.00	100.00%	$0.00	$0.00
5	23-230000.000.Subcontract BP#3 - Mechanical & Plumbing	Demo Material	$2,795.00	$2,795.00	$0.00	$0.00	$2,795.00	100.00%	$0.00	$0.00
6	23-230000.000.Subcontract BP#3 - Mechanical & Plumbing	UG Sanitary Material	$2,755.00	$2,755.00	$0.00	$0.00	$2,755.00	100.00%	$0.00	$0.00
7	23-230000.000.Subcontract BP#3 - Mechanical & Plumbing	UG Sanitary Labor	$6,415.00	$6,415.00	$0.00	$0.00	$6,415.00	100.00%	$0.00	$0.00
8	23-230000.000.Subcontract BP#3 - Mechanical & Plumbing	AG Sanitary Waste & Vent Material	$2,110.00	$2,110.00	$0.00	$0.00	$2,110.00	100.00%	$0.00	$0.00
9	23-230000.000.Subcontract BP#3 - Mechanical & Plumbing	AG Sanitary Waste & Vent Labor	$6,165.00	$6,165.00	$0.00	$0.00	$6,165.00	100.00%	$0.00	$0.00
10	23-230000.000.Subcontract BP#3 - Mechanical & Plumbing	Domestic Water Material	$3,120.00	$3,120.00	$0.00	$0.00	$3,120.00	100.00%	$0.00	$0.00
11	23-230000.000.Subcontract BP#3 - Mechanical & Plumbing	Domestic Water Labor	$8,320.00	$8,320.00	$0.00	$0.00	$8,320.00	100.00%	$0.00	$0.00
12	23-230000.000.Subcontract BP#3 - Mechanical & Plumbing	Plumbing Fixtures Material	$11,490.00	$11,490.00	$0.00	$0.00	$11,490.00	100.00%	$0.00	$0.00

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

A		B	C	D	E	F	G		H	I
ITEM NO.	BUDGET CODE	DESCRIPTION OF WORK	SCHEDULED VALUE	APPROVED WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
				FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
	BP#3 - Mechanical & Plumbing									
27	23-230000.000.Subcontract BP#3 - Mechanical & Plumbing	RTU Materials	$78,980.00	$78,980.00	$0.00	$0.00	$78,980.00	100.00%	$0.00	$0.00
28	23-230000.000.Subcontract BP#3 - Mechanical & Plumbing	RTU Labor	$4,622.00	$4,622.00	$0.00	$0.00	$4,622.00	100.00%	$0.00	$0.00
29	23-230000.000.Subcontract BP#3 - Mechanical & Plumbing	Unit Heaters Materials	$2,000.00	$2,000.00	$0.00	$0.00	$2,000.00	100.00%	$0.00	$0.00
30	23-230000.000.Subcontract BP#3 - Mechanical & Plumbing	Unit Heaters Labor	$276.00	$276.00	$0.00	$0.00	$276.00	100.00%	$0.00	$0.00
31	23-230000.000.Subcontract BP#3 - Mechanical & Plumbing	Subcontractor - Baker Group	$71,273.00	$71,273.00	$0.00	$0.00	$71,273.00	100.00%	$0.00	$0.00
32	23-230000.000.Subcontract BP#3 - Mechanical & Plumbing	Subcontractor - Iowa Insulation	$9,894.00	$9,894.00	$0.00	$0.00	$9,894.00	100.00%	$0.00	$0.00
33	23-230000.000.Subcontract BP#3 - Mechanical & Plumbing	Subcontractor - Flow Tech	$5,347.00	$5,347.00	$0.00	$0.00	$5,347.00	100.00%	$0.00	$0.00
		TOTALS:	**$413,408.00**	**$413,408.00**	**$0.00**	**$0.00**	**$413,408.00**	**100.00%**	**$0.00**	**$0.00**

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					
34	**CCO #001 Cunningham CO#1**								
34.1	**PCO #001 CO#1 Contract Schedule Update**								
34.1.1	23-230000.000.Subcontract BP#3 - Mechanical & Plumbing	$0.00	$0.00	$0.00	$0.00	$0.00	0.00%	$0.00	$0.00
35	**CCO #002 Cunningham CO#2**								
35.1	**PCO #002 CO#2 - Cunningham**								
35.1.1	23-230000.000.Subcontract BP#3 - Mechanical & Plumbing RFI #5 Toilet Substitution	$353.47	$353.47	$0.00	$0.00	$353.47	100.00%	$0.00	$0.00
35.1.2	23-230000.000.Subcontract BP#3 - Mechanical & Plumbing RFI #13 Roof Drain Insulation Repair	$851.18	$851.18	$0.00	$0.00	$851.18	100.00%	$0.00	$0.00
35.1.3	23-230000.000.Subcontract BP#3 - Mechanical & Plumbing Restroom 104 Floor Drain and Vent Addition	$768.37	$768.37	$0.00	$0.00	$768.37	100.00%	$0.00	$0.00

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	APPROVED WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
35.1.4	23-230000.000.Subcontract BP#3 - Mechanical & Plumbing Smith Sewer Sanitary Main Unclogging	$737.49	$737.49	$0.00	$0.00	$737.49	100.00%	$0.00	$0.00
36	**CCO #003 CO#3 Cunningham**								
36.1	**PCO #003 CO#3 Cunningham**								
36.1.1	23-230000.000.Subcontract BP#3 - Mechanical & Plumbing Existing RTU 15 HVAC modifications	$3,558.85	$3,558.85	$0.00	$0.00	$3,558.85	100.00%	$0.00	$0.00
36.1.2	23-230000.000.Subcontract BP#3 - Mechanical & Plumbing RFI #27 Vent Line Size Increase	$1,957.17	$1,957.17	$0.00	$0.00	$1,957.17	100.00%	$0.00	$0.00
36.1.3	23-230000.000.Subcontract BP#3 - Mechanical & Plumbing RFI #35 Pressure Reducing Valve Lower Level Water Main	$1,240.52	$1,240.52	$0.00	$0.00	$1,240.52	100.00%	$0.00	$0.00
37	**CCO #004 Cunningham CO#4**								
37.1	**PCO #004 CO#4 Cunningham**								
37.1.1	23-230000.000.Subcontract BP#3 - Mechanical & Plumbing RFI #34 Bathroom Exhaust Duct and Existing Irrigation Line	$324.04	$324.04	$0.00	$0.00	$324.04	100.00%	$0.00	$0.00
	TOTALS:	**$9,791.09**	**$9,791.09**	**$0.00**	**$0.00**	**$9,791.09**	**100.00%**	**$0.00**	**$0.00**

Grand Totals

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	APPROVED WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
	GRAND TOTALS:	**$423,199.09**	**$423,199.09**	**$0.00**	**$0.00**	**$423,199.09**	**100.00%**	**$0.00**	**$0.00**

AIA® Document G706® – 1994

Contractor's Affidavit of Payment of Debts and Claims

PROJECT: *(Name and address)* Clive City Hall - Phase 2 Clive City Hall	**ARCHITECT'S PROJECT NUMBER:** OPN Architects **CONTRACT FOR:** BP#3 Mechanical & Plumbing	OWNER: ☐ ARCHITECT: ☐ CONTRACTOR: ☒ SURETY: ☐ OTHER: ☐
TO OWNER: *(Name and address)* City of Clive 1900 NW 114th St., Clive IA 50325	**CONTRACT DATED:** August 28, 2025	

STATE OF: IA
COUNTY OF: Polk

The undersigned hereby certifies that, except as listed below, payment has been made in full and all obligations have otherwise been satisfied for all materials and equipment furnished, for all work, labor, and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the Contract referenced above for which the Owner or Owner's property might in any way be held responsible or encumbered.

EXCEPTIONS:
None

SUPPORTING DOCUMENTS ATTACHED HERETO:

1. Consent of Surety to Final Payment. Whenever Surety is involved, Consent of Surety is required. AIA Document G707, Consent of Surety, may be used for this purpose

Indicate Attachment ☒ Yes ☐ No

The following supporting documents should be attached hereto if required by the Owner:

1. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
2. Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.
3. Contractor's Affidavit of Release of Liens (AIA Document G706A).

CONTRACTOR: *(Name and address)*
Cunningham Inc.
808 S. Market St., Oskaloosa IA 52577

BY: Doug Sampson
(Signature of authorized representative)

Doug Sampson Division Manager
(Printed name and title)

Subscribed and sworn to before me on this date: 06/29/2026

Notary Public: Lacey Allison
My Commission Expires: 12/08/2028

LACEY ALLISON
Commission Number 800656
My Commission Expires
12/08/2028

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User Notes: (3B9ADA55)

AIA® Document G706®A – 1994

Contractor's Affidavit of Release of Liens

PROJECT: *(Name and address)* Clive City Hall - Phase 2 Clive City Hall	**ARCHITECT'S PROJECT NUMBER:** OPN Architects **CONTRACT FOR:** BP #3 Mechanical & Plumbing **CONTRACT DATED:** August 28, 2025	OWNER: ☐ ARCHITECT: ☐ CONTRACTOR: ☒ SURETY: ☐ OTHER: ☐
TO OWNER: *(Name and address)* City of Clive 1900 NW 114th St., Clive IA 50325		

STATE OF: Iowa
COUNTY OF: Mahaska

The undersigned hereby certifies that to the best of the undersigned's knowledge, information and belief, except as listed below, the Releases or Waivers of Lien attached hereto include the Contractor, all Subcontractors, all suppliers of materials and equipment, and all performers of Work, labor or services who have or may have liens or encumbrances or the right to assert liens or encumbrances against any property of the Owner arising in any manner out of the performance of the Contract referenced above.

EXCEPTIONS:
None

SUPPORTING DOCUMENTS ATTACHED HERETO:

1. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
2. Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.

CONTRACTOR: *(Name and address)*
Cunningham Inc.
808 S Market St., Oskaloosa IA 52577

BY: _____
(Signature of authorized representative)
Doug Sorgenson Division Manager
(Printed name and title)

Subscribed and sworn to before me on this date: 06/29/2026

Notary Public: Lacey Allison
My Commission Expires: 12/06/2028

NOTARIAL SEAL IOWA
LACEY ALLISON
Commission Number 800656
My Commission Expires
12/06/2028

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User Notes: (3B9ADA5C)

AIA® Document G707™ – 1994

Consent Of Surety to Final Payment

Bond No: 54268350

PROJECT: *(Name and address)* **Clive City Hall - Phase 2** **Clive City Hall**	**ARCHITECT'S PROJECT NUMBER: OPN Architects** **CONTRACT FOR: Bid Package #3 - Mechanical**	OWNER: ☑ ARCHITECT: ☐ CONTRACTOR: ☐ SURETY: ☐ OTHER: ☐
TO OWNER: *(Name and address)* **City of Clive** **1900 Northwest 114th Street,** **Clive, IA 50325**	**CONTRACT DATED: August 28, 2025**	

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the
(Insert name and address of Surety)

United Fire & Casualty Company
P.O. Box 73909
Cedar Rapids, IA 52407-3909

, SURETY,

on bond of
(Insert name and address of Contractor)

Cunningham Inc.
808 S. Market Street
Oskaloosa, IA 52577

, CONTRACTOR,

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the Surety of any of its obligations to
(Insert name and address of Owner)

City of Clive
1900 Northwest 114th Street
Clive, IA 50325

, OWNER,

as set forth in said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date: **June 26, 2026**
(Insert in writing the month followed by the numeric date and year.)

United Fire & Casualty Company
(Surety)

(Signature of authorized representative)

Sara Huston, Attorney-in-Fact
(Printed name and title)

Attest:
(Seal):
Jamie Gifford

UNITED FIRE & CASUALTY COMPANY
CORPORATE SEAL
January 2, 1946
CEDAR RAPIDS IOWA

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User Notes: (1466710072)

UNITED FIRE & CASUALTY COMPANY, CEDAR RAPIDS, IA
UNITED FIRE & INDEMNITY COMPANY, WEBSTER, TX
FINANCIAL PACIFIC INSURANCE COMPANY, LOS ANGELES, CA
CERTIFIED COPY OF POWER OF ATTORNEY
(original on file at Home Office of Company – See Certification)

Inquiries: Surety Department
118 Second Ave SE
Cedar Rapids, IA 52401

KNOW ALL PERSONS BY THESE PRESENTS, That United Fire & Casualty Company, a corporation duly organized and existing under the laws of the State of Iowa; United Fire & Indemnity Company, a corporation duly organized and existing under the laws of the State of Texas; and Financial Pacific Insurance Company, a corporation duly organized and existing under the laws of the State of California (herein collectively called the Companies), and having their corporate headquarters in Cedar Rapids, State of Iowa, does make, constitute and appoint

CRAIG E. HANSEN, JAY D. FREIERMUTH, BRIAN M. DEIMERLY, ANNE CROWNER, TIM MCCULLOH, DIONE R. YOUNG, MICHELLE GRUIS, SETH D. ROOKER, SARA HUSTON, SHELBY GREINER, JOHN CORD, KATE ZANDERS, JAMIE GIFFORD, GRACE DICKINSON, ZACHARY R. FULLER, EACH INDIVIDUALLY

their true and lawful Attorney(s)-in-Fact with power and authority hereby conferred to sign, seal and execute in its behalf all lawful bonds, undertakings and other obligatory instruments of similar nature provided that no single obligation shall exceed $100,000,000.00 and to bind the Companies thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Companies and all of the acts of said Attorney, pursuant to the authority hereby given and hereby ratified and confirmed.

The Authority hereby granted is continuous and shall remain in full force and effect until revoked by United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

This Power of Attorney is made and executed pursuant to and by authority of the following bylaw duly adopted by the Boards of Directors of United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

"Article VI – Surety Bonds and Undertakings"

Section 2, Appointment of Attorney-in-Fact. "The President or any Vice President, or any other officer of the Companies may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Companies in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. The signature of any officer authorized hereby, and the Corporate seal, may be affixed by facsimile to any power of attorney or special power of attorney or certification of either authorized hereby; such signature and seal, when so used, being adopted by the Companies as the original signature of such officer and the original seal of the Companies, to be valid and binding upon the Companies with the same force and effect as though manually affixed. Such attorneys-in-fact, subject to the limitations set of forth in their respective certificates of authority shall have full power to bind the Companies by their signature and execution of any such instruments and to attach the seal the Companies thereto. The President or any Vice President, the Board of Directors or any other officer of the Companies may at any time revoke all power and authority previously given to any attorney-in-fact.

IN WITNESS WHEREOF, the COMPANIES have each caused these presents to be signed by its vice president and its corporate seal to be hereto affixed this 18th day of March, 2022

UNITED FIRE & CASUALTY COMPANY
UNITED FIRE & INDEMNITY COMPANY
FINANCIAL PACIFIC INSURANCE COMPANY

By: Kyanna M. Saylor
Vice President

State of Iowa, County of Linn, ss:

On 18th day of March, 2022, before me personally came Kyanna M. Saylor to me known, who being by me duly sworn, did depose and say; that she resides in Cedar Rapids, State of Iowa; that she is a Vice President of United Fire & Casualty Company, a Vice President of United Fire & Indemnity Company, and a Vice President of Financial Pacific Insurance Company the corporations described in and which executed the above instrument; that she knows the seal of said corporations; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporations and that she signed her name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporations.

Patti Waddell
Iowa Notarial Seal
Commission number 713274
My Commission Expires 10/26/2025

Patti Waddell
Notary Public
My commission expires: 10/26/2025

I, Mary A. Bertsch, Assistant Secretary of United Fire & Casualty Company and Assistant Secretary of United Fire & Indemnity Company, and Assistant Secretary of Financial Pacific Insurance Company, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the bylaws and resolutions of said Corporations as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID CORPORATIONS, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

In testimony whereof I have hereunto subscribed my name and affixed the corporate seal of the said Corporations this 28th day of August, 20 25.

By: Mary A. Bertsch
Assistant Secretary,
UF&C & UF&I & FPIC

Memo

TO: Mayor and Council members
FROM: Matt McQuillen, City Manager
DATE: July 9, 2026
RE: Approve Pay Request #9 (Final) - Keystone Construction - City Hall Remodel Phase 2 Project - $16,809.59

SYNOPSIS:

Staff is recommending approval of pay request #9 and retainage release 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 Approved 6/25/26

Pay Request #9 – Final $ 16,809.59

Balance Remaining $ 0

3% Retainage Held $ 0

Total – Pay Request #9 $ 16,809.59

Acct # 350-5750-6799

Attachments:

1. Clive City Hall Phase 2 - Keystone Retainage
2. G706-1994 - Final - Keystone - signed
3. G706A-1994 - Final - Keystone - signed
4. G707-1994 - Final - Keystone - signed

TO CONTRACTOR:

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

APPLICATION NO: 9
INVOICE NO: 25011-SC-009-RE
PERIOD: 06/01/26 - 06/30/26
PROJECT NO: 25011
CONTRACT NO: SC-001 City Hall Phase 2
CONTRACT DATE: 08/28/2025
CERTIFICATE DATE: 07/01/2026
SUBMITTED DATE: 06/22/2026

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. -0.17% of completed work	$(884.70)	
	b. 3.00% of stored material	$884.70	
	Total retainage (Line 5a + 5b or total in column I of detail sheet)		$0.00
6.	Total earned less retainage (Line 4 less Line 5 Total)		$560,318.94
7.	Less previous certificates for payment (Line 6 from prior certificate)		$543,509.35
8.	Current payment due:		$16,809.59
9.	Balance to finish, including retainage (Line 3 less Line 6)		$0.00

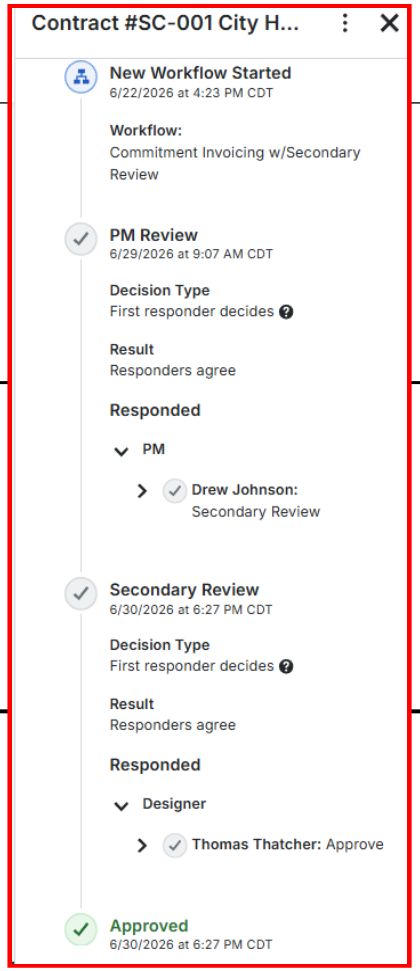
CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner/Client:	$25,629.10	$(14,310.16)
Total approved this month:	$0.00	$0.00
Totals:	$25,629.10	$(14,310.16)
Net change by change orders:	$11,318.94	

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:



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: 06/26/2026
PERIOD: 06/01/26 - 06/30/26

Contract Lines

A		B	C	D	E	F	G		H	I
ITEM NO.	BUDGET CODE	DESCRIPTION OF WORK	SCHEDULED VALUE	APPROVED WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
				FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
1	2-24100.000.Subcontract BP#1 - General Construction	General Conditions	$100,402.00	$100,402.00	$0.00	$0.00	$100,402.00	100.00%	$0.00	$0.00
2	2-24100.000.Subcontract BP#1 - General Construction	Abatement	$6,800.00	$6,800.00	$0.00	$0.00	$6,800.00	100.00%	$0.00	$0.00
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	$0.00
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	$0.00
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	$0.00
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	$0.00
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	$0.00
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	$0.00
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	$0.00
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	$0.00
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	$0.00
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	$0.00
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	$0.00
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	$0.00
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	$0.00
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	$0.00

A		B	C	D	E	F	G		H	I
ITEM NO.	BUDGET CODE	DESCRIPTION OF WORK	SCHEDULED VALUE	APPROVED WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
				FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
	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	$0.00
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	$0.00
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	$0.00
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	$0.00
21	2-24100.000.Subcontract BP#1 - General Construction	Wall & Door Protection	$2,206.00	$2,206.00	$0.00	$0.00	$2,206.00	100.00%	$0.00	$0.00
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	$0.00
23	2-24100.000.Subcontract BP#1 - General Construction	Emergency/Fire Air Specialties	$740.00	$740.00	$0.00	$0.00	$740.00	100.00%	$0.00	$0.00
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	$0.00
25	2-24100.000.Subcontract BP#1 - General Construction	Labor Allowance	$10,000.00	$10,000.00	$0.00	$0.00	$10,000.00	100.00%	$0.00	$0.00
26	2-24100.000.Subcontract BP#1 - General Construction	Abatement Allowance	$5,000.00	$5,000.00	$0.00	$0.00	$5,000.00	100.00%	$0.00	$0.00
27	2-24100.000.Subcontract BP#1 - General Construction	Concrete Allowance	$5,000.00	$5,000.00	$0.00	$0.00	$5,000.00	100.00%	$0.00	$0.00
		TOTALS:	**$549,000.00**	**$519,510.00**	**$0.00**	**$29,490.00**	**$549,000.00**	**100.00%**	**$0.00**	**$0.00**

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					
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	$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					
	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	$0.00
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	$0.00
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	$0.00
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	$0.00
29.1.6	2-24100.000.Subcontract BP#1 - General Construction RFI #125 Pocket Door Soft Open/Close Hardware	$157.25	$157.25	$0.00	$0.00	$157.25	100.00%	$0.00	$0.00
29.1.7	2-24100.000.Subcontract BP#1 - General Construction Medeco Cylinder Change from Spec'd Sargent Degree	$6,272.99	$6,272.99	$0.00	$0.00	$6,272.99	100.00%	$0.00	$0.00
29.1.8	2-24100.000.Subcontract BP#1 - General Construction RFI #24 Snow Guards and Gutter Addition North Vestibule Roofing System	$1,077.80	$1,077.80	$0.00	$0.00	$1,077.80	100.00%	$0.00	$0.00
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	$0.00
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	$0.00
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	$0.00
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	$0.00
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	$0.00
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	$717.18	$0.00	$0.00	$717.18	100.00%	$0.00	$0.00
31.1.2	2-24100.000.Subcontract BP#1 - General Construction RFI #42 Ceiling Conflicts with Mechanical and Electrical	$327.60	$327.60	$0.00	$0.00	$327.60	100.00%	$0.00	$0.00
31.1.3	2-24100.000.Subcontract BP#1 - General Construction Chambers Entry Interior Storefront Header Finishing	$820.56	$820.56	$0.00	$0.00	$820.56	100.00%	$0.00	$0.00
31.1.4	2-24100.000.Subcontract BP#1 - General Construction Door Closer Supply/Install Door 105B	$1,167.35	$1,167.35	$0.00	$0.00	$1,167.35	100.00%	$0.00	$0.00
31.1.5	2-24100.000.Subcontract BP#1 - General Construction Unused allowance refund	$(14,001.28)	$(14,001.28)	$0.00	$0.00	$(14,001.28)	100.00%	$0.00	$0.00
	TOTALS:	**$11,318.94**	**$11,318.94**	**$0.00**	**$0.00**	**$11,318.94**	**100.00%**	**$0.00**	**$0.00**

Grand Totals

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	APPROVED WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
	GRAND TOTALS:	$560,318.94	$530,828.94	$0.00	$29,490.00	$560,318.94	100.00%	$0.00	$0.00

AIA® Document G706® – 1994

Contractor's Affidavit of Payment of Debts and Claims

PROJECT: *(Name and address)* Clive City Hall - Phase 2 Clive City Hall	**ARCHITECT'S PROJECT NUMBER:** OPN Architects **CONTRACT FOR:** BP #1 General Construction	OWNER: ☐ ARCHITECT: ☐ CONTRACTOR: ☒ SURETY: ☐ OTHER: ☐
TO OWNER: *(Name and address)* City of Clive 1900 NW 114th St., Clive IA 50325	**CONTRACT DATED:** August 28, 2025	

STATE OF: **IA**
COUNTY OF: **Dallas**

The undersigned hereby certifies that, except as listed below, payment has been made in full and all obligations have otherwise been satisfied for all materials and equipment furnished, for all work, labor, and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the Contract referenced above for which the Owner or Owner's property might in any way be held responsible or encumbered.

EXCEPTIONS:
None

SUPPORTING DOCUMENTS ATTACHED HERETO:

1. Consent of Surety to Final Payment. Whenever Surety is involved, Consent of Surety is required. AIA Document G707, Consent of Surety, may be used for this purpose

Indicate Attachment ☒ Yes ☐ No

The following supporting documents should be attached hereto if required by the Owner:

1. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
2. Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.
3. Contractor's Affidavit of Release of Liens (AIA Document G706A).

CONTRACTOR: *(Name and address)*
Keystone Construction Services, LLC
1650 NW Gettysburg Ln, Waukee IA 50263

BY: _____
(Signature of authorized representative)

Justin Menke President
(Printed name and title)

Subscribed and sworn to before me on this date:

Notary Public:
My Commission Expires:

NOTARIAL SEAL IOWA
ANNE PRISCILLA MENKE
Commission Number 850222
My Commission Expires
8-18-26

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User Notes: (3B9ADA59)

AIA® Document G706®A – 1994

Contractor's Affidavit of Release of Liens

PROJECT: *(Name and address)* Clive City Hall - Phase 2 Clive City Hall	**ARCHITECT'S PROJECT NUMBER:** OPN Architects **CONTRACT FOR:** BP #1 General Construction **CONTRACT DATED:** August 28, 2025	OWNER: ☐ ARCHITECT: ☐ CONTRACTOR: ☒ SURETY: ☐ OTHER: ☐
TO OWNER: *(Name and address)* City of Clive 1900 NW 114th St., Clive IA 50325		

STATE OF: Iowa
COUNTY OF: Dallas

The undersigned hereby certifies that to the best of the undersigned's knowledge, information and belief, except as listed below, the Releases or Waivers of Lien attached hereto include the Contractor, all Subcontractors, all suppliers of materials and equipment, and all performers of Work, labor or services who have or may have liens or encumbrances or the right to assert liens or encumbrances against any property of the Owner arising in any manner out of the performance of the Contract referenced above.

EXCEPTIONS:
None

SUPPORTING DOCUMENTS ATTACHED HERETO:

1. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.

2. Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.

CONTRACTOR: *(Name and address)*
Keystone Construction Services LLC
1650 NW Gettysburg Ln, Waukee IA 50263

BY: _____
(Signature of authorized representative)
Justin Menke President
(Printed name and title)

Subscribed and sworn to before me on this date:

Notary Public:
My Commission Expires:

NOTARIAL SEAL IOWA
ANNE PRISCILLA MENKE
Commission Number 850222
My Commission Expires
2-18-26

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User Notes: (3B9ADA5C)

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Consent Of Surety to Final Payment

Bond No. S054336

PROJECT: *(Name and address)* Clive City Hall - Phase 2 Clive City Hall	**ARCHITECT'S PROJECT NUMBER:** OPN Architects **CONTRACT FOR:** BP#1 General Construction **CONTRACT DATED:** August 28, 2025	OWNER: ☐ ARCHITECT: ☐ CONTRACTOR: ☒ SURETY: ☐ OTHER: ☐
TO OWNER: *(Name and address)* City of Clive 1900 NW 114th St., Clive IA 50325		

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the
(Insert name and address of Surety)

Employers Mutual Casualty Company
PO Box 712, Des Moines IA 50306

, SURETY,

on bond of
(Insert name and address of Contractor)

Keystone Construction LLC
1650 NW Gettysburg Ln, Waukee IA 50263

, CONTRACTOR,

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the Surety of any of its obligations to
(Insert name and address of Owner)

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

, OWNER,

as set forth in said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date:
(Insert in writing the month followed by the numeric date and year.)

Employers Mutual Casualty Company
(Surety)

(Signature of authorized representative)

Sara Huston, Attorney-in-Fact
(Printed name and title)

Attest:
(Seal):

Jamie Gifford, Witness as to Surety

EMPLOYERS MUTUAL CASUALTY CO. CORPORATE SEAL DES MOINES, IOWA

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User Notes:
(3B9ADA5D)

emc INSURANCE

P.O. Box 712 • Des Moines, Iowa 50306-0712

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

KNOW ALL MEN BY THESE PRESENTS, that:

1. **Employers Mutual Casualty Company, an Iowa Corporation**
2. **EMCASCO Insurance Company, an Iowa Corporation**
3. **Union Insurance Company of Providence, an Iowa Corporation**
4. **Illinois EMCASCO Insurance Company, an Iowa Corporation**
5. **Dakota Fire Insurance Company, a North Dakota Corporation**
6. **EMC Property & Casualty Company, an Iowa Corporation**

hereinafter referred to severally as "Company" and collectively as "Companies", each does, by these presents, make, constitute and appoint:

CRAIG E. HANSEN, BRIAN M. DEIMERLY, JAY D. FREIERMUTH, TIM MCCULLOH, ANNE CROWNER, DIONE R. YOUNG, Seth D. Rooker, Jennifer Marino, Ben Williams, Sara Huston, Kate Zanders, John Cord, Joe Tiernan, Jamie Gifford, Grace Dickinson, Zach Fuller

its true and lawful attorney-in-fact, with full power and authority conferred to sign, seal, and execute the following Surety Bond(s):

Any and All Bonds

and to bind each Company thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of each such Company, and all of the acts of said attorney pursuant to the authority hereby given are hereby ratified and confirmed.

The authority herby granted shall expire August 13th, 2028, unless sooner revoked

AUTHORITY FOR POWER OF ATTORNEY

This Power-of-Attorney is made and executed pursuant to and by the authority of the following resolution of the Boards of Directors of each of the Companies at the first regularly scheduled meeting of each company duly called and held in 1999:

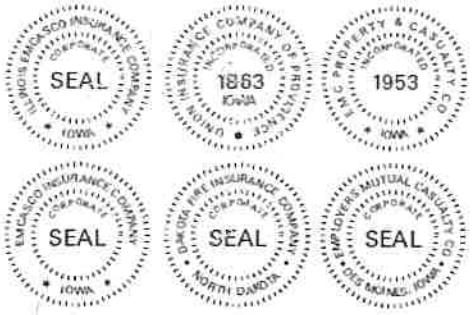
RESOLVED: The President and Chief Executive Officer, any Vice President, the Treasurer and the Secretary of Employers Mutual Casualty Company shall have power and authority to (1) appoint attorneys-in-fact and authorize them to execute on behalf of each Company and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof; and (2) to remove any such attorney-in-fact at any time and revoke the power and authority given to him or her. Attorneys-in-fact shall have power and authority, subject to the terms and limitations of the power-of-attorney issued to them, to execute and deliver on behalf of the Company, and to attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and any such instrument executed by any such attorney-in-fact shall be fully and in all respects binding upon the Company. Certification as to the validity of any power-of-attorney authorized herein made by an officer of Employers Mutual Casualty Company shall be fully and in all respects binding upon this Company. The facsimile or mechanically reproduced signature of such officer, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power-of-attorney of the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS THEREOF, the Companies have caused these presents to be signed for each by their officers as shown, and the Corporate seals to be hereto affixed this 17th day of September, 2025.

Scott R. Jean, President & CEO
of Company 1; Chairman, President
& CEO of Companies 2, 3, 4, 5 & 6

Todd Strother, Executive Vice President
Chief Legal Officer & Secretary of
Companies 1, 2, 3, 4, 5 & 6

Seals



AMY DANIEL
Commission Number 866839
My Commission Expires
August 13, 2028

On this 17th day of September, 2025 before me a Notary Public in and for the State of Iowa, personally appeared Scott R. Jean and Todd Strother, who, being by me duly sworn, did say that they are, and are known to me to be the CEO, Chairman, President, Executive Vice President, Chief Legal Officer and/or Secretary, respectively, of each of the Companies above; that the seals affixed to this instrument are the seals of said corporations; that said instrument was signed and sealed on behalf of each of the Companies by authority of their respective Boards of Directors; and that the said Scott R. Jean and Todd Strother, as such officers, acknowledged the execution of said instrument to be their voluntary act and deed, and the voluntary act and deed of each of the Companies.

My Commission Expires August 13, 2028.

Notary Public in and for the State of Iowa

CERTIFICATE

I, Ryan J. Springer, Vice President of the Companies, do hereby certify that the foregoing resolution of the Boards of Directors by each of the Companies, and this Power of Attorney issued pursuant thereto on 17th day of September, 2025, are true and correct and are still in full force and effect.
In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 11th day of June, 2026.

Vice President

Memo

TO: Mayor and Council members
FROM: Alyssa Welling, Administrative Assistant
DATE: July 9, 2026
RE: Approve Pay Request #9 - On Track Construction, LLC - Linnan Park Construction Project - $50,636.30

SYNOPSIS:
Staff recommends approval of Pay Request #9 to On Track Construction, LLC for the work completed to date on the Linnan Park Construction Project.

Total contract amount: **$1,193,000.00**
Change Order: **$22,197.37**
Total Change Orders to Date: **$27,197.37**
Contract + Change Orders: **$1,215,197.37**
Pay Request #9: **$50,636.30**
Total Requested to Date: **$1,173,891.45**
Remaining contract amount: **$41,305.92**

Attachments:
1. On Track pay app- june 2026

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: 9
APPLICATION DATE: 25-Jun-26
PERIOD TO: 25-Jun-26

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

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

Contractor PO# 2521CL - 9

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			$ 22,197.37
3. CONTRACT SUM TO DATE (Line 1 ± 2)			$ 1,215,197.37
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)			$ 1,210,197.37
5. RETAINAGE:			
a. 3 % of Completed Work (Column D + E on G703)	$	36,305.92	
b. _____ % of Stored Material (Column F on G703)	$		
Total Retainage (Lines 5a + 5b or Total in Column I of G703)			$ 36,305.92
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)			$ 1,173,891.45
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)			$ 1,123,255.15
8. CURRENT PAYMENT DUE			$ **50,636.30**
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)			41,305.92

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this Month	$22,197.37	$0.00
TOTALS	$22,197.37	$0.00
NET CHANGES by Change Order	$22,197.37	

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: 6/25/2026

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

By: _____ Date: _____

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

AIA DOCUMENT G702 · APPLICATION AND CERTIFICATION FOR PAYMENT · 1992 EDITION · AIA · ©1992 THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVE., N.W., WASHINGTON, DC 20006-5292
Users may obtain validation of this document by requesting a completed AIA Document D401 - Certification of Document's Authenticity from the Licensee.

Clive Linnan Park JOB# 2521CL APPLICATION DATE: 6/25/2026 APPLICATION # 9

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	$107,300.00			$107,300.00	100.00%	$0.00	$3,219.00
Earthwork - Backfill & Respread	$ 39,405.00	$29,405.00	$10,000.00		$39,405.00	100.00%	$0.00	$1,182.15
Earthwork - Bio Rentention	$ 49,005.00	$29,000.00	$20,005.00		$49,005.00	100.00%	$0.00	$1,470.15
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
CHANGE ORDERS	$22,197.37		$22,197.37		$22,197.37	100.00%	$0.00	$665.92
TOTAL	$1,215,197.37	$1,157,995.00	$52,202.37	$0.00	$1,210,197.37	99.59%	$5,000.00	$36,305.92

Memo

TO: Mayor and Council members
FROM: Alyssa Welling, Administrative Assistant
DATE: July 9, 2026
RE: Approve Pay Request #12 - Country Landscapes - Greenbelt Landing Construction Project - $120,710.06

SYNOPSIS:
Staff recommends approval of Pay Request #12 to Country Landscapes for the work completed to date on the Greenbelt Landing Project.

Total contract amount: **$925,000.00**
Total Change Orders to Date: **$46,162.59**
Contract + Change Orders: **$971,162.59**
Pay Request #12: **$120,710.06**
Total Requested to Date: **$799,483.19**
Remaining contract amount: **$171,679.40**

Attachments:
1. Country Landscapes Pay App 12 - June
2. DCI Greenbelt Lien Waiver Pay App 12 - 6.30.26

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: 12
INVOICE NO: 23046-SC-012
PERIOD: 06/01/26 - 06/30/26
PROJECT NO: 23046
CONTRACT NO: SC-006 Clive Greenbelt Landing
CONTRACT DATE: 09/12/2024
CERTIFICATE DATE: 06/29/2026
SUBMITTED DATE: 06/26/2026

FROM SUBCONTRACTOR:

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

SUBCONTRACT FOR: Country Landscapes - BP #32.1

SUBCONTRACTOR'S APPLICATION FOR PAYMENT

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

1.	Original Contract Sum		$925,000.00
2.	Net change by change orders		$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)		$841,561.29
5.	Retainage:		
	a. 5.00% of completed work	$36,495.69	
	b. 5.00% of stored material	$5,582.41	
	Total retainage (Line 5a + 5b or total in column I of detail sheet)		$42,078.10
6.	Total earned less retainage (Line 4 less Line 5 Total)		$799,483.19
7.	Less previous certificates for payment (Line 6 from prior certificate)		$678,773.13
8.	Current payment due:		$120,710.06
9.	Balance to finish, including retainage (Line 3 less Line 6)		$171,679.40

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner/Client:	$46,162.59	$0.00
Total approved this month:	$0.00	$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:

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: 2026.07.01 10:55:51-05'00'

Drew Johnson
Digitally signed by Drew Johnson
DN: C=US, E=drewj@dcigroup-us.com, CN=Drew Johnson
Date: 2026.07.01 16:05:13-05'00'

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: 12
APPLICATION DATE: 06/26/2026
PERIOD: 06/01/26 - 06/30/26

Contract Lines

A		B	C	D	E	F	G		H	I
ITEM NO.	BUDGET CODE	DESCRIPTION OF WORK	SCHEDULED VALUE	APPROVED WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
				FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
1	32-329000.000.Subcontract BP #32.1 - Landscaping	Landscaping	$76,894.22	$60,104.20	$9,100.60	$0.00	$69,204.80	90.00%	$7,689.42	$3,460.24
2	32-329000.000.Subcontract BP #32.1 - Landscaping	Sodding/Seeding	$110,837.64	$27,212.53	$72,541.35	$0.00	$99,753.88	90.00%	$11,083.76	$4,987.69
3	32-329000.000.Subcontract BP #32.1 - Landscaping	Irrigation	$67,775.00	$51,224.35	$9,773.15	$0.00	$60,997.50	90.00%	$6,777.50	$3,049.88
4	32-329000.000.Subcontract BP #32.1 - Landscaping	Aggregate Paving	$150,159.52	$46,836.42	$5,774.88	$97,548.22	$150,159.52	100.00%	$0.00	$7,507.98
5	32-329000.000.Subcontract BP #32.1 - Landscaping	Landscaping Stone	$169,359.98	$146,736.11	$8,523.87	$14,100.00	$169,359.98	100.00%	$0.00	$8,468.00
6	32-329000.000.Subcontract BP #32.1 - Landscaping	Stone Block Wall	$208,101.24	$104,050.62	$0.00	$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	$91,872.40	$0.00	$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	$46,356.00	$3,644.00	$0.00	$50,000.00	100.00%	$0.00	$2,500.02
		TOTALS:	**$925,000.00**	**$574,392.63**	**$109,357.85**	**$111,648.22**	**$795,398.70**	**85.99%**	**$129,601.30**	**$39,769.97**

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	$17,620.00	$0.00	$17,620.00	100.00%	$0.00	$881.00
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	$119.03	$85.37	$0.00	$204.40	100.00%	$0.00	$10.22

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	$481.21	$0.00	$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	$23,812.48	$0.00	$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	$4,044.50	$0.00	$0.00	$4,044.50	100.00%	$0.00	$202.23
	TOTALS:	**$46,162.59**	**$28,457.22**	**$17,705.37**	**$0.00**	**$46,162.59**	**100.00%**	**$0.00**	**$2,308.13**

Grand Totals

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	APPROVED WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
	GRAND TOTALS:	**$971,162.59**	**$602,849.85**	**$127,063.22**	**$111,648.22**	**$841,561.29**	**86.66%**	**$129,601.30**	**$42,078.10**

WAIVER OF LIEN TO DATE

STATE OF Iowa)
) ss:
COUNTY OF Polk)

Project Name: **Greenbelt Landing**

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

The undersigned, for and in consideration of the sum of **One Hundred Twenty Thousand Seven Hundred Ten & 06/cents ($120,710.06)** as a partial payment for its furnishing of labor and material for the above-referenced Project, the receipt of which is hereby acknowledged, does hereby waive, release, and discharge any lien claim or lien right it has or could have under the statutes of the State of Iowa to the extent of the partial payment made in exchange for this partial lien release against the above described premises, for material furnished or labor performed to this date. The undersigned states that this partial lien release is not intended to and does not release any lien claims or rights for work, labor, or materials for which payment has not yet been received by the undersigned.

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

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

By: Zach Steckly
Accountant

Memo

TO: Mayor and Council members
FROM: Alyssa Welling, Administrative Assistant
DATE: July 9, 2026
RE: Approve Pay Request #12 - Hansen Company - Linnan Park Construction Project - $62,446.17

SYNOPSIS:
Staff recommends approval of Pay Request #12 to Hansen Company for the work completed to date on the Linnan Park Construction Project.

Total contract amount: **$717,571.00**
Pay Request #12: **$62,446.17**
Total Requested to Date: **$533,046.25**
Remaining contract amount: **$184,524.75**

Attachments:
1. Hansen Linnan Park - Pay App 12 0626

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:	24-936-0626
Date:	6/30/2026
Job #:	24-936
Project:	Linnan Park
	8500 Alice Ave. Clive, IA
Vendor:	CICL

PAY APPLICATION #12	$	65,732.81
LESS 5% RETENTION	$	(3,286.64)
AMOUNT DUE	$	62,446.17

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: 12

Distribution to:
x OWNER
ARCHITECT
CONTRACTOR

PERIOD TO: 6/30/2026

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

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

PROJECT NOS:

CONTRACT FOR: Linnan Park

CONTRACT DATE 4/23/2025

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM		$ 717,571.00
2. Net change by Change Orders		$ 0.00
3. CONTRACT SUM TO DATE (Line 1 ± 2)		$ 717,571.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)		$ 561,101.32
5. RETAINAGE:		
a. 5 % of Completed Work (Column D + E on G703)	$ 28,055.07	
b. 5 % of Stored Material (Column F on G703)	$ 0.00	
Total Retainage (Lines 5a + 5b or Total in Column I of G703)		$ 28,055.07
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)		$ 533,046.25
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)		$ 470,600.08
8. CURRENT PAYMENT DUE		$ 62,446.17
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	$	184,524.75

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

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

CONTRACTOR: Hansen Company, Inc.

By: M. Hansen Date: 7. 1. 2026

State of: Iowa County of: Polk
Subscribed and sworn to before me this 1st day of June
Notary Public: Ashley J. Garetson
My Commission expires: 12-3-28

ASHLEY J. GARETSON
Commission Number 869266
My Commission Expires
December 3, 2028

ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED . . . . . $ _____

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

By: _____ Date: _____

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

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

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

CONTINUATION SHEET

AIA DOCUMENT G703

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

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

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

APPLICATION NO: 12

APPLICATION DATE: 6/30/2026

PERIOD TO: 6/30/2026

ARCHITECT'S PROJECT NO:

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
1	Project Manager / Engineer	$90,069.00	$90,069.00	$5,351.00		$95,420.00	105.94%	($5,351.00)	$4,771.00
2	Superintendent	$186,899.00	$144,440.00	$20,900.00		$165,340.00	88.46%	$21,559.00	$8,267.00
3	Project Coordinator	$26,000.00	$12,967.50	$5,720.00		$18,687.50	71.88%	$7,312.50	$934.38
4	Pre-Construction Manager	$5,000.00	$5,000.00			$5,000.00	100.00%		$250.00
5	Truck / Mileage	$22,200.00	$16,403.48	$2,566.15		$18,969.63	85.45%	$3,230.37	$948.48
6	Project Management Software	$3,600.00	$2,091.00	$7.00		$2,098.00	58.28%	$1,502.00	$104.90
7	Safety Expenses	$9,000.00	$2,625.00			$2,625.00	29.17%	$6,375.00	$131.25
8	Temp Phones / Internet / Toilets	$7,200.00	$3,865.02	$2,040.64		$5,905.66	82.02%	$1,294.34	$295.28
9	Office Trailer	$18,000.00	$13,170.00	$3,722.00		$16,892.00	93.84%	$1,108.00	$844.60
10	Tools & Equipment	$54,000.00	$34,770.09	$9,425.00		$44,195.09	81.84%	$9,804.91	$2,209.75
11	Project Signage	$2,000.00	$2,000.00			$2,000.00	100.00%		$100.00
12	Dumpsters	$35,000.00	$9,554.16			$9,554.16	27.30%	$25,445.84	$477.71
13	General Labor / Cleaning	$31,000.00	$6,792.50	$1,235.00		$8,027.50	25.90%	$22,972.50	$401.38
14	Layout / Staking	$35,000.00	$17,450.00			$17,450.00	49.86%	$17,550.00	$872.50
15	Bid Document Pricing	$2,979.00	$2,561.14	$813.02		$3,374.16	113.26%	($395.16)	$168.71
16	Temp. Fencing	$29,250.00	$19,700.00			$19,700.00	67.35%	$9,550.00	$985.00
17	SWPPP	$32,650.00	$10,060.00	$3,703.00		$13,763.00	42.15%	$18,887.00	$688.15
18	General Liability Insurance	$5,958.00	$4,672.80			$4,672.80	78.43%	$1,285.20	$233.64
19	Fee	$121,766.00	$97,176.82	$10,250.00		$107,426.82	88.22%	$14,339.18	$5,371.34
20									
21									
22									
23									
24									
25									
	PAGE 1 TOTALS	$717,571.00	$495,368.51	$65,732.81	$0.00	$561,101.32	78.19%	$156,469.68	$28,055.07

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: July 9, 2026
RE: Approve Pay Request #18 - On Track Construction - Greenbelt Landing Construction Project - $20,286.30

SYNOPSIS:
Staff recommends approval of Pay Request #18 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 #18: **$20,286.30**
Total Requested to Date: **$1,746,204.12**
Remaining contract amount: **$93,588.28**

Attachments:
1. On Track Pay App 18 - June

TO CONTRACTOR:

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

PROJECT:

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

APPLICATION NO: 18
INVOICE NO: 23046-SC-018
PERIOD: 06/01/26 - 06/30/26
PROJECT NO: 23046
CONTRACT NO: SC-004 Clive Greenbelt Landing
CONTRACT DATE: 09/12/2024
CERTIFICATE DATE: 06/29/2026
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)		$1,838,109.60
5.	Retainage:		
	a. 5.00% of completed work	$90,766.98	
	b. 5.00% of stored material	$1,138.50	
	Total retainage (Line 5a + 5b or total in column I of detail sheet)		$91,905.48
6.	Total earned less retainage (Line 4 less Line 5 Total)		$1,746,204.12
7.	Less previous certificates for payment (Line 6 from prior certificate)		$1,725,917.82
8.	Current payment due:		$20,286.30
9.	Balance to finish, including retainage (Line 3 less Line 6)		$93,588.28

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:

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: 2026.07.01 10:53:24-05'00'

Drew Johnson
Digitally signed by Drew Johnson
DN: C=US, E=drewj@dcigroup-us.com, CN=Drew Johnson
Date: 2026.07.01 16:05:41-05'00'

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

APPLICATION NUMBER: 18
APPLICATION DATE: 06/26/2026
PERIOD: 06/01/26 - 06/30/26

Contract Lines

A		B	C	D	E	F	G		H	I
ITEM NO.	BUDGET CODE	DESCRIPTION OF WORK	SCHEDULED VALUE	APPROVED WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
				FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
1	31-310000.000.Subcontract BP #31 - Earthwork - Demolition/Grading/Utilities/Erosion Control	Mobilization, Bonds & Insurance	$110,000.00	$110,000.00	$0.00	$0.00	$110,000.00	100.00%	$0.00	$5,500.00
2	31-310000.000.Subcontract BP #31 - Earthwork - Demolition/Grading/Utilities/Erosion Control	Clearing & Grubbing	$50,000.00	$50,000.00	$0.00	$0.00	$50,000.00	100.00%	$0.00	$2,500.00
3	31-310000.000.Subcontract BP #31 - Earthwork - Demolition/Grading/Utilities/Erosion Control	Removals - Paving & Sidewalk	$76,000.00	$76,000.00	$0.00	$0.00	$76,000.00	100.00%	$0.00	$3,800.00
4	31-310000.000.Subcontract BP #31 - Earthwork - Demolition/Grading/Utilities/Erosion Control	Removals - Landscaping	$7,000.00	$7,000.00	$0.00	$0.00	$7,000.00	100.00%	$0.00	$350.00
5	31-310000.000.Subcontract BP #31 - Earthwork - Demolition/Grading/Utilities/Erosion Control	Removals - Rip Rap	$2,000.00	$2,000.00	$0.00	$0.00	$2,000.00	100.00%	$0.00	$100.00
6	31-310000.000.Subcontract BP #31 - Earthwork - Demolition/Grading/Utilities/Erosion Control	Removals - Storm Sewer	$10,000.00	$10,000.00	$0.00	$0.00	$10,000.00	100.00%	$0.00	$500.00
7	31-310000.000.Subcontract BP #31 - Earthwork - Demolition/Grading/Utilities/Erosion Control	Removals - Sanitary	$7,500.00	$7,500.00	$0.00	$0.00	$7,500.00	100.00%	$0.00	$375.00
8	31-310000.000.Subcontract BP #31 - Earthwork - Demolition/Grading/Utilities/Erosion Control	Earthwork - Temp Construction Entrances	$8,000.00	$8,000.00	$0.00	$0.00	$8,000.00	100.00%	$0.00	$400.00
9	31-310000.000.Subcontract BP #31 - Earthwork - Demolition/Grading/Utilities/Erosion Control	Earthwork - Topsoil Strip & Stockpile	$38,000.00	$38,000.00	$0.00	$0.00	$38,000.00	100.00%	$0.00	$1,900.00
10	31-310000.000.Subcontract BP #31 - Earthwork - Demolition/Grading/Utilities/Erosion Control	Earthwork - Cut & Fill	$76,000.00	$76,000.00	$0.00	$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	$88,000.00	$0.00	$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	$55,000.00	$0.00	$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	$28,275.00	$0.00	$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	$65,325.00	$1,675.00	$0.00	$67,000.00	100.00%	$0.00	$3,350.00
15	31-310000.000.Subcontract BP #31 - Earthwork - Demolition/Grading/Utilities/Erosion Control	Earthwork - Erosion Stone & Rip Rap	$168,000.00	$166,317.20	$725.00	$0.00	$167,042.20	99.43%	$957.80	$8,352.11
16	31-310000.000.Subcontract BP #31 - Earthwork - Demolition/Grading/Utilities/Erosion Control	Earthwork - Vegetated Geogrid w/ Soil	$85,000.00	$82,900.00	$2,100.00	$0.00	$85,000.00	100.00%	$0.00	$4,250.00
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	$32,400.00	$3,600.00	$0.00	$36,000.00	100.00%	$0.00	$1,800.00
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	$74,500.00	$0.00	$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	$55,000.00	$0.00	$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	$12,000.00	$0.00	$15,000.00	100.00%	$0.00	$750.00
29	31-310000.000.Subcontract BP #31 - Earthwork - Demolition/Grading/Utilities/Erosion Control	Seeding & EC - Live Stakes	$33,000.00	$33,000.00	$0.00	$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	$5,000.00	$0.00	$0.00	$5,000.00	100.00%	$0.00	$250.00
		TOTALS:	**$1,700,000.00**	**$1,655,447.20**	**$20,100.00**	**$22,770.00**	**$1,698,317.20**	**99.90%**	**$1,682.80**	**$84,915.86**

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 Grate Risers	$2,677.40	$2,677.40	$0.00	$0.00	$2,677.40	100.00%	$0.00	$133.87
35	**CCO #005 On Track CO#5**								
35.1	**PCO #005 PCO#5 - On Track**								
35.1.1	31-310000.000.Subcontract BP #31 - Earthwork - Demolition/Grading/Utilities/Erosion Control RFI #112 Over-excavation and add additional rip-rap/choker stone due to loose soils @ bottom of kayak launch	$9,605.89	$9,605.89	$0.00	$0.00	$9,605.89	100.00%	$0.00	$480.29
35.1.2	31-310000.000.Subcontract BP #31 - Earthwork - Demolition/Grading/Utilities/Erosion Control CD104 Demolition of NE parking lot corner	$14,454.05	$14,454.05	$0.00	$0.00	$14,454.05	100.00%	$0.00	$722.70
36	**CCO #007 On Track CO #7**								
36.1	**PCO #007 On Track PCO #7**								
36.1.1	31-310000.000.Subcontract BP #31 - Earthwork - Demolition/Grading/Utilities/Erosion Control Tracer Wire Addition To Bioretention Cell Subdrains Due to Electrical Easement	$1,254.00	$0.00	$1,254.00	$0.00	$1,254.00	100.00%	$0.00	$62.70
	TOTALS:	**$139,792.40**	**$138,538.40**	**$1,254.00**	**$0.00**	**$139,792.40**	**100.00%**	**$0.00**	**$6,989.62**

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**	**$1,793,985.60**	**$21,354.00**	**$22,770.00**	**$1,838,109.60**	**99.91%**	**$1,682.80**	**$91,905.48**

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: 18
APPLICATION DATE: 30-Jun-26
PERIOD TO: 30-Jun-26
Contractor PO# 2426CL
CONTRACT DATE: 12-Sep-24

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

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

CONTRACT FOR: GRADING & UTILITIES

JOB# 2426CL

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)			$ 1,838,109.60
5. RETAINAGE:			
a. 5 % of Completed Work (Column D + E on G703)	$	91,905.48	
b. ____ % of Stored Material (Column F on G703)	$		
Total Retainage (Lines 5a + 5b or Total in Column I of G703)			$ 91,905.48
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)			$ 1,746,204.12
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)			$ 1,725,917.82
8. CURRENT PAYMENT DUE			$ **20,286.30**
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)			92,334.28

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: 6/23/2026

ENGINEER'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED . . . . . $ _____

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

By: _____ Date: _____

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

AIA DOCUMENT G702 · APPLICATION AND CERTIFICATION FOR PAYMENT · 1992 EDITION · AIA · ©1992 THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVE., N.W., WASHINGTON, DC 20006-5292
Users may obtain validation of this document by requesting a completed AIA Document D401 - Certification of Document's Authenticity from the Licensee.

Clive Greenbelt Landing | JOB# 2426CL | APPLICATION DATE: 6/30/2026 | APPLICATION # 18

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	$76,000.00			$76,000.00	100.00%	$0.00	$3,800.00
Earthwork - Export	$ 88,000.00	$88,000.00			$88,000.00	100.00%	$0.00	$4,400.00
Earthwork - Bioretention & Pond Shaping	$ 55,000.00	$55,000.00			$55,000.00	100.00%	$0.00	$2,750.00
Earthwork - Grade for Trails & Paving	$ 67,000.00	$65,325.00	$1,675.00		$67,000.00	100.00%	$0.00	$3,350.00
Earthwork - 12" Prep for Paving	$ 29,000.00	$28,275.00	$725.00		$29,000.00	100.00%	$0.00	$1,450.00
Earthwork - Erosion Stone & Rip Rap	$ 168,000.00	$166,317.20			$166,317.20	99.00%	$1,682.80	$8,315.86
Earthwork - Vegetated Geogrid w/ Soil	$ 85,000.00	$82,900.00	$2,100.00		$85,000.00	100.00%	$0.00	$4,250.00
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	$32,400.00	$3,600.00		$36,000.00	100.00%	$0.00	$1,800.00
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	$74,500.00			$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	$55,000.00			$55,000.00	100.00%	$0.00	$2,750.00
Seeding & EC - TRM Matting	$ 15,000.00	$3,000.00	$12,000.00		$15,000.00	100.00%	$0.00	$750.00
Seeding & EC - Live Stakes	$ 33,000.00	$33,000.00			$33,000.00	100.00%	$0.00	$1,650.00
Seeding & EC - Temp Seeding & Hydromulch	$ 5,000.00	$5,000.00			$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		$1,254.00		$1,254.00	100.00%	$0.00	$62.70
TOTAL	$ 1,839,792.40	$1,816,755.60	$21,354.00	$0.00	$1,838,109.60	99.91%	$1,682.80	$91,905.48

WAIVER AND RELEASE OF LIEN UPON PROGRESS PAYMENT

The undersigned lienor, in consideration of the sum of $20,286.30, hereby waives and releases its lien and right to claim a lien for labor, service, or materials furnished through June 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 June 23rd, 2026

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

By: Tracy L. Rhoads

Sworn to and subscribed before me this 23rd day of June, 2026,
By Tracy L. Rhoads.

Tracy L. Rhoads
Notary Public

Print name: Tracy L. Rhoads

NOTARIAL SEAL IOWA
TRACY L RHOADS
Commission Number 813579
My Commission Expires
11/2/2027

Memo

TO: Mayor and Council members
FROM: Alyssa Welling, Administrative Assistant
DATE: July 9, 2026
RE: Approve Pay Request #21 - Keystone Construction - Greenbelt Landing Construction Project - $32,342.42

SYNOPSIS:
Staff recommends approval of Pay Request #21 to Keystone Construction for the work completed to date on the Greenbelt Landing Project.

Original contract amount: **$2,518,000.00**
Total Change Orders to Date: **$239,651.62**
Contract + Change Orders: **$2,757,651.62**
Pay Request #21: **$32,342.42**
Total Requested to Date: **$2,619,769.01**
Remaining contract amount: **$137,882.61**

Attachments:
1. Keystone Pay App 21 - June

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: 21
INVOICE NO: 23046-SC-021
PERIOD: 06/01/26 - 06/30/26
PROJECT NO: 23046
CONTRACT NO: SC-002 Clive Greenbelt Landing
CONTRACT DATE: 09/26/2024
CERTIFICATE DATE: 06/29/2026
SUBMITTED DATE: 06/22/2026

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)		$2,757,651.62
5.	Retainage:		
	a. 5.00% of completed work	$122,471.57	
	b. 5.00% of stored material	$15,411.04	
	Total retainage (Line 5a + 5b or total in column I of detail sheet)		$137,882.61
6.	Total earned less retainage (Line 4 less Line 5 Total)		$2,619,769.01
7.	Less previous certificates for payment (Line 6 from prior certificate)		$2,587,426.59
8.	Current payment due:		$32,342.42
9.	Balance to finish, including retainage (Line 3 less Line 6)		$137,882.61

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner/Client:	$244,194.34	$(4,542.72)
Total approved this month:	$0.00	$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:

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: 2026.07.01 04:54:13-05'00'

Drew Johnson
Digitally signed by Drew Johnson
DN: C=US, E=drewj@dcigroup-us.com, CN=Drew Johnson
Date: 2026.07.01 16:06:48-05'00'

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

APPLICATION NUMBER: 21
APPLICATION DATE: 06/26/2026
PERIOD: 06/01/26 - 06/30/26

Contract Lines

A		B	C	D	E	F	G		H	I
ITEM NO.	BUDGET CODE	DESCRIPTION OF WORK	SCHEDULED VALUE	APPROVED WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
				FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
1	6-60500.000.Subcontract BP# 6 General	General Requirements	$341,983.73	$341,983.73	$0.00	$0.00	$341,983.73	100.00%	$0.00	$17,099.19
2	6-60500.000.Subcontract BP# 6 General	Temp Facilities and Controls	$20,000.00	$20,000.00	$0.00	$0.00	$20,000.00	100.00%	$0.00	$1,000.00
3	6-60500.000.Subcontract BP# 6 General	Demolition	$23,465.00	$23,465.00	$0.00	$0.00	$23,465.00	100.00%	$0.00	$1,173.25
4	6-60500.000.Subcontract BP# 6 General	Cast-in-Place Concrete	$335,919.83	$335,919.83	$0.00	$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	$13,206.00	$119,400.00	$367,700.00	100.00%	$0.00	$18,385.00
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	$10,838.65	$0.00	$48,710.00	100.00%	$0.00	$2,435.50
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**	**$2,185,834.62**	**$24,044.65**	**$308,120.73**	**$2,518,000.00**	**100.00%**	**$0.00**	**$125,900.05**

Change Orders

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	APPROVED WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
35	**CCO #001 Keystone Change Order #001**								
35.1	**PCO #001 Keystone Change Order #01**								
35.1.1	6-60500.000.Subcontract BP# 6 General	$6,313.04	$6,313.04	$0.00	$0.00	$6,313.04	100.00%	$0.00	$315.65
35.1.2	6-60500.000.Subcontract BP# 6 General	$572.00	$572.00	$0.00	$0.00	$572.00	100.00%	$0.00	$28.60
35.1.3	6-60500.000.Subcontract BP# 6 General Additional Fencing	$2,775.00	$2,775.00	$0.00	$0.00	$2,775.00	100.00%	$0.00	$138.75
36	**CCO #002 Keystone Change Order #002**								
36.1	**PCO #002 CE #010 - ASI #2 - Window Sill**								
36.1.1	6-60500.000.Subcontract BP# 6 General ASI #2 - Window Sills	$3,435.43	$3,435.43	$0.00	$0.00	$3,435.43	100.00%	$0.00	$171.77
36.1.2	6-60500.000.Subcontract BP# 6 General Additional boardwalk footings	$11,096.28	$11,096.28	$0.00	$0.00	$11,096.28	100.00%	$0.00	$554.81
37	**CCO #003 Keystone Change Order #003**								

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	APPROVED WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
37.1	**PCO #003 PCO #3 - CE 4, CE8, CE15**								
37.1.1	6-60500.000.Subcontract BP# 6 General	$13,937.20	$13,937.20	$0.00	$0.00	$13,937.20	100.00%	$0.00	$696.86
37.1.2	6-60500.000.Subcontract BP# 6 General	$17,284.80	$17,284.80	$0.00	$0.00	$17,284.80	100.00%	$0.00	$864.24
37.1.3	6-60500.000.Subcontract BP# 6 General RFI #39	$1,552.98	$1,552.98	$0.00	$0.00	$1,552.98	100.00%	$0.00	$77.65
38	**CCO #004 CO#4 Keystone**								
38.1	**PCO #004 CO#4 Keystone**								
38.1.1	6-60500.000.Subcontract BP# 6 General Contract Extension	$93,007.98	$92,907.98	$0.00	$100.00	$93,007.98	100.00%	$0.00	$4,650.40
39	**CCO #005 Keystone Change Order #005**								
39.1	**PCO #005 Keystone CO #5**								
39.1.1	6-60500.000.Subcontract BP# 6 General Boardwalk hydrodynamic report	$11,362.00	$11,362.00	$0.00	$0.00	$11,362.00	100.00%	$0.00	$568.10
39.1.2	6-60500.000.Subcontract BP# 6 General RFI # Knox Box	$158.00	$158.00	$0.00	$0.00	$158.00	100.00%	$0.00	$7.90
39.1.3	6-60500.000.Subcontract BP# 6 General Relocation/Removal of EPA Fencing	$304.98	$304.98	$0.00	$0.00	$304.98	100.00%	$0.00	$15.25
40	**CCO #006 Keystone Change Order #006**								
40.1	**PCO #006 PCO #6 Keystone**								
40.1.1	6-60500.000.Subcontract BP# 6 General Construction Bulletin #4	$5,274.07	$5,274.07	$0.00	$0.00	$5,274.07	100.00%	$0.00	$263.70
40.1.2	6-60500.000.Subcontract BP# 6 General ASI #4	$1,576.33	$1,576.33	$0.00	$0.00	$1,576.33	100.00%	$0.00	$78.82
40.1.3	6-60500.000.Subcontract BP# 6 General RFI #74 Increase to conduit hole size for stage steel lighting	$263.12	$263.12	$0.00	$0.00	$263.12	100.00%	$0.00	$13.16
40.1.4	6-60500.000.Subcontract BP# 6 General Window Roller Shade Switches Add	$693.42	$693.42	$0.00	$0.00	$693.42	100.00%	$0.00	$34.67
40.1.5	6-60500.000.Subcontract BP# 6 General Window 6 Lintel	$2,733.64	$2,733.64	$0.00	$0.00	$2,733.64	100.00%	$0.00	$136.68
41	**CCO #007 Keystone Change Order #007**								
41.1	**PCO #007 Keystone PCO #7**								
41.1.1	6-60500.000.Subcontract BP# 6 General CB #6	$987.27	$987.27	$0.00	$0.00	$987.27	100.00%	$0.00	$49.36
41.1.2	6-60500.000.Subcontract BP# 6 General Boardwalk Pier Staking Error Rework	$4,045.86	$4,045.86	$0.00	$0.00	$4,045.86	100.00%	$0.00	$202.29
41.1.3	6-60500.000.Subcontract BP# 6 General RFI #113 Storefront Exterior Building Finish Connection	$5,164.07	$5,164.07	$0.00	$0.00	$5,164.07	100.00%	$0.00	$258.20
41.1.4	6-60500.000.Subcontract BP# 6 General Painting Events Space Diffusers	$1,573.57	$1,573.57	$0.00	$0.00	$1,573.57	100.00%	$0.00	$78.68
42	**CCO #008 Keystone Change Order #008**								
42.1	**PCO #008 Keystone PCO #8**								
42.1.1	6-60500.000.Subcontract BP# 6 General Finish Boardwalk	$25,000.00	$15,000.00	$10,000.00	$0.00	$25,000.00	100.00%	$0.00	$1,250.00
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	$27,687.66	$0.00	$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	$2,668.85	$0.00	$0.00	$2,668.85	100.00%	$0.00	$133.44
	TOTALS:	**$239,651.62**	**$229,551.62**	**$10,000.00**	**$100.00**	**$239,651.62**	**100.00%**	**$0.00**	**$11,982.56**

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**	**$2,415,386.24**	**$34,044.65**	**$308,220.73**	**$2,757,651.62**	**100.00%**	**$0.00**	**$137,882.61**

CONDITIONAL LIEN WAIVER AND RELEASE UPON PROGRESS PAYMENT

KNOW ALL MEN BY THESE PRESENTS:

Upon receiving progress payment in the sum of **$34,044.65** 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 **June 30, 2026**, only and does not cover any retention retained before or after the release date.

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

Dated: **June 30, 2026**

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

By: **Justin Menke**

Title: **President**

Signature: _____

Memo

TO: Mayor and Council members
FROM: Chris Saltmarsh, Traffic/Locate Supervisor
DATE: July 9, 2026
RE: Approve Purchase - Karl Chevrolet - Water Utility Truck #735 - Public Works - $46,781.44.

SYNOPSIS:
The proposed FY 2027 Capital Equipment Budget (CEP) includes $90,575.00 for the replacement of a Water Utility Truck (#735).

Karl Chevrolet was awarded the state bid for the 2026 Chevrolet Silverado 2500HD 4WD Double Cab Work Truck through the IDOT vehicle bid process.

Staff recommends your approval of the purchase of the 2026 Chevrolet Silverado 2500HD 4WD Double Cab Work Truck for the price of $46,781.44.

This purchase is for the chassis only. The additional funds included in the budget will be used for a service body and aftermarket accessories. Approval for the additional purchases will be presented to Council for approval at a future meeting.

The surplus truck will be listed on GovDeals and made available for public bidding.

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

Attachments:
1. 2500 Quote Karl Chevrolet

KARL AUTOMOTIVE GROUP
JACOB MADSEN | 5156453634 | J.MADSEN@KARLCHEVROLET.COM

Vehicle: [Fleet] 2026 Chevrolet Silverado 2500HD (CK20953) 4WD Double Cab 162" Work Truck



KARL AUTO GROUP is proud to be your #1 Government Chevrolet Vehicle Dealer in Iowa for several years in a row. We are the only Government Dealer in Iowa to provide you a full time staff dedicated solely to government entities and their needs. We can assist you with all of your vehicle needs to include "turn-key" solutions and custom upfitting, saving you time and money with our own Karl Emergency Vehicles. Thank you for the opportunity to earn your business.

KARL AUTOMOTIVE GROUP

Dealership Information

KARL AUTO GROUP
JACOB MADSEN
515-645-3634
J.MADSEN@KARLCHEVROLET.COM

Prepared By:

JACOB MADSEN
KARL AUTOMOTIVE GROUP
5156453634
J.MADSEN@KARLCHEVROLET.COM

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Data Version: 28707. Data Updated: Jun 11, 2026 1:48:00 AM UTC.

KARL AUTOMOTIVE GROUP
JACOB MADSEN | 5156453634 | J.MADSEN@KARLCHEVROLET.COM

Vehicle: [Fleet] 2026 Chevrolet Silverado 2500HD (CK20953) 4WD Double Cab 162" Work Truck (✔ Complete)

Quote Worksheet

		MSRP
Base Price		$50,300.00
Dest Charge		$2,595.00
Total Options		$928.00
	Subtotal	**$53,823.00**
GOV DISCOUNT		($4,100.00)
UPFITTER INSTALL		$395.00
	Subtotal Pre-Tax Adjustments	**($3,705.00)**
Less Customer Discount		($3,336.56)
	Subtotal Discount	**($3,336.56)**
Trade-In		$0.00
Excluded from Sales Tax	**Subtotal Trade-In**	**$0.00**
	Taxable Price	**$46,781.44**
Sales Tax		$0.00
	Subtotal Taxes	**$0.00**
	Subtotal Post-Tax Adjustments	**$0.00**
	Total Sales Price	**$46,781.44**

Dealer Signature / Date

Chris Saltmarsh

Customer Signature / Date

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KARL AUTOMOTIVE GROUP
JACOB MADSEN | 5156453634 | J.MADSEN@KARLCHEVROLET.COM

Vehicle: [Fleet] 2026 Chevrolet Silverado 2500HD (CK20953) 4WD Double Cab 162" Work Truck (✔ Complete)

Window Sticker

SUMMARY

[Fleet] 2026 Chevrolet Silverado 2500HD (CK20953) 4WD Double Cab 162" Work Truck — MSRP:$50,300.00

Interior:Jet Black, Cloth seat trim

Exterior 1:Summit White

Exterior 2:No color has been selected.

Engine, 6.6L V8

Transmission, 10-Speed automatic

OPTIONS

CODE	MODEL		MSRP
CK20953	[Fleet] 2026 Chevrolet Silverado 2500HD (CK20953) 4WD Double Cab 162" Work Truck		$50,300.00
	OPTIONS		
1WT	Work Truck Preferred Equipment Group		$0.00
5N5	Rear Camera Kit		$73.00
9J4	Bumper, rear, delete	Inc.	
AKO	Glass, deep-tinted	Inc.	
AZ3	Seats, front 40/20/40 split-bench		$0.00
C49	Defogger, rear-window electric	Inc.	
C7G	GVWR, 10,500 lbs. (4763 kg)		$0.00
DBG	Mirrors, outside power-adjustable vertical trailering	Inc.	
F60	Heavy Duty Front Spring/Camper Package		$45.00
FE9	Emissions, Federal requirements		$0.00
GAZ	Summit White		$0.00
GT4	Rear axle, 3.73 ratio		$0.00
H1T	Jet Black, Cloth seat trim		$0.00
IOR	Audio system, Chevrolet Infotainment 3 system		$0.00
KI4	Power outlet, interior, 120-volt		$150.00
L8T	Engine, 6.6L V8		$0.00
MKM	Transmission, 10-Speed automatic		$0.00

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Vehicle: [Fleet] 2026 Chevrolet Silverado 2500HD (CK20953) 4WD Double Cab 162" Work Truck (✔ Complete)

NZZ	Skid Plates		$150.00
PCV	WT Convenience Package		$635.00
PYQ	Wheels, 17" (43.2 cm) machined aluminum		$350.00
QXT	Tires, LT265/70R17E all-terrain, blackwall		$200.00
SFW	Back-up alarm calibration	Inc.	
V46	Bumper, front chrome		$100.00
ZW9	Pickup bed, delete		($1,155.00)
ZXT	Tire, spare LT265/70R17E all-terrain, blackwall		$380.00
___	Capped Fuel Fill	Inc.	
	SUBTOTAL		**$51,228.00**
	Adjustments Total		$0.00
	Destination Charge		$2,595.00
	TOTAL PRICE		**$53,823.00**

FUEL ECONOMY

Est City:N/A

Est Highway:N/A

Est Highway Cruising Range:N/A

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Data Version: 28707. Data Updated: Jun 11, 2026 1:48:00 AM UTC.

Memo

TO: Mayor and Council members
FROM: Chris Saltmarsh, Traffic/Locate Supervisor
DATE: July 9, 2026
RE: Approve Purchase - Karl Chevrolet - Fleet Truck #741 - Public Works - $47,854.44.

SYNOPSIS:
The proposed FY 2027 Capital Equipment Budget (CEP) includes $70,280.00 for the replacement of a Fleet Truck (#741).

Karl Chevrolet was awarded the state bid for the 2026 Chevrolet Silverado 3500HD CC 2WD Crew Cab Work Truck through the IDOT vehicle bid process.

Staff recommends your approval of the purchase of the 2026 Chevrolet Silverado 3500HD CC 2WD Crew Cab Work Truck for the price of $47,854.44.

This purchase is for the chassis only. The additional funds included in the budget will be used for a service body and aftermarket accessories. Approval for the additional purchases will be presented to Council for approval at a future meeting.

The surplus truck will be listed on GovDeals and made available for public bidding.

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

Attachments:
1. 2 WD 3500HD Chevrolet Quote

KARL AUTOMOTIVE GROUP
JACOB MADSEN | 5156453634 | J.MADSEN@KARLCHEVROLET.COM

Vehicle: [Fleet] 2026 Chevrolet Silverado 3500HD CC (CC31043) 2WD Crew Cab 177" WB, 60" CA Work Truck



KARL AUTO GROUP is proud to be your #1 Government Chevrolet Vehicle Dealer in Iowa for several years in a row. We are the only Government Dealer in Iowa to provide you a full time staff dedicated solely to government entities and their needs. We can assist you with all of your vehicle needs to include "turn-key" solutions and custom upfitting, saving you time and money with our own Karl Emergency Vehicles. Thank you for the opportunity to earn your business.

KARL AUTOMOTIVE GROUP

Dealership Information

KARL AUTO GROUP
JACOB MADSEN
515-645-3634
J.MADSEN@KARLCHEVROLET.COM

Prepared By:

JACOB MADSEN
KARL AUTOMOTIVE GROUP
5156453634
J.MADSEN@KARLCHEVROLET.COM

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Data Version: 28249. Data Updated: Apr 15, 2026 1:49:00 AM UTC.

KARL AUTOMOTIVE GROUP
JACOB MADSEN | 5156453634 | J.MADSEN@KARLCHEVROLET.COM

Vehicle: [Fleet] 2026 Chevrolet Silverado 3500HD CC (CC31043) 2WD Crew Cab 177" WB, 60" CA Work Truck (✔ Complete)

Quote Worksheet

		MSRP
Base Price		$49,700.00
Dest Charge		$2,595.00
Total Options		$583.00
	Subtotal	**$52,878.00**
GOV DISCOUNT		($3,000.00)
LUVERNE BOARDS		$765.00
UPFITTER INSTALL		$395.00
	Subtotal Pre-Tax Adjustments	**($1,840.00)**
Less Customer Discount		($3,183.56)
	Subtotal Discount	**($3,183.56)**
Trade-In		$0.00
Excluded from Sales Tax	**Subtotal Trade-In**	**$0.00**
	Taxable Price	**$47,854.44**
Sales Tax		$0.00
	Subtotal Taxes	**$0.00**
	Subtotal Post-Tax Adjustments	**$0.00**
	Total Sales Price	**$47,854.44**

Dealer Signature / Date

Chris Saltmarsh

Customer Signature / Date

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Data Version: 28249. Data Updated: Apr 15, 2026 1:49:00 AM UTC.

KARL AUTOMOTIVE GROUP
JACOB MADSEN | 5156453634 | J.MADSEN@KARLCHEVROLET.COM

Vehicle: [Fleet] 2026 Chevrolet Silverado 3500HD CC (CC31043) 2WD Crew Cab 177" WB, 60" CA Work Truck (✔ Complete)

Window Sticker

SUMMARY

[Fleet] 2026 Chevrolet Silverado 3500HD CC (CC31043) 2WD Crew Cab 177" WB, 60" CA Work Truck — MSRP:$49,700.00

Interior:Jet Black, Vinyl seat trim

Exterior 1:Summit White

Exterior 2:No color has been selected.

Engine, 6.6L V8 with Direct Injection and Variable Valve Timing, gasoline

Transmission, 10-Speed automatic

OPTIONS

CODE	MODEL		MSRP
CC31043	[Fleet] 2026 Chevrolet Silverado 3500HD CC (CC31043) 2WD Crew Cab 177" WB, 60" CA Work Truck		$49,700.00
	OPTIONS		
1WT	Work Truck Preferred Equipment Group		$0.00
5N5	Rear Camera Kit.		$73.00
9L3	Spare tire delete		$0.00
9L7	Upfitter switch kit, (5)		$150.00
AZ3	Seats, front 40/20/40 split-bench		$0.00
DBG	Mirrors, outside power-adjustable vertical trailering	Inc.	
FE9	Emissions, Federal requirements		$0.00
GAZ	Summit White		$0.00
GT4	Rear axle, 3.73 ratio		$0.00
H2G	Jet Black, Vinyl seat trim		$0.00
IOR	Audio system, Chevrolet Infotainment 3 system, 7" diagonal HD color touchscreen, AM/FM stereo		$0.00
KI4	Power outlet, interior, 120-volt (400 watts)		$150.00
L8T	Engine, 6.6L V8 with Direct Injection and Variable Valve Timing, gasoline		$0.00
MKM	Transmission, 10-Speed automatic		$0.00
PYW	Wheels, 17" (43.2 cm) painted steel		$0.00

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Data Version: 28249. Data Updated: Apr 15, 2026 1:49:00 AM UTC.

Vehicle: [Fleet] 2026 Chevrolet Silverado 3500HD CC (CC31043) 2WD Crew Cab 177" WB, 60" CA Work Truck (✔ Complete)

QZT	Tires, LT235/80R17E all-terrain, blackwall	$0.00
ZLQ	WT Fleet Convenience Package	$210.00
	SUBTOTAL	**$50,283.00**
	Adjustments Total	$0.00
	Destination Charge	$2,595.00
	TOTAL PRICE	**$52,878.00**

FUEL ECONOMY

Est City:N/A

Est Highway:N/A

Est Highway Cruising Range:N/A

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Data Version: 28249. Data Updated: Apr 15, 2026 1:49:00 AM UTC.

Memo

TO: Mayor and Council members
FROM: Jeff May, Public Works Director
DATE: July 9, 2026
RE: Resolution Approving the Acquisition of 2789 W Avenue, Waukee, IA, for the Alices Road Reconstruction Project - Travis L. Beam - $125,000

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:

Phase	Construction Year
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, Travis L. Beam of the property at 2789 W Avenue, Waukee, Iowa, located in Phase 3 of the project, had been contacted in previous years by the City and informed that if he were ever to consider selling his property, the City of Clive would be interested in discussing the sale of his property. The owner contacted the City expressing a desire to sell the property, and the City has been working, through Snyder & Associates, to purchase the property from the owner.

The City obtained appraisals for similar neighboring properties and has reached an agreement to purchase the property at 2789 W Avenue based on those comparable appraisals.

Staff recommends the purchase of the property at 2789 W Avenue, Waukee, Iowa, from Travis L. Beam, in the amount of $125,000.00.

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

Attachments:
1. Resolution - 07-09-26 - Beam Trust Approving Resolution (07.01.2026)
2. 07-09-26 - Purchase Agreement Beam

RESOLUTION NO. _____

RESOLUTION APPROVING THE ACQUISITION OF 2789 W AVENUE, WAUKEE, IOWA FOR THE ALICES ROAD RECONSTRUCTION PROJECT, INCLUDING A PURCHASE AGREEMENT

WHEREAS, the City of Clive ("City") has determined that it is in the best interest of the City to voluntarily acquire the property located at 2789 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, Travis L. Beam ("Owner"), and the City have negotiated a purchase agreement ("Purchase Agreement") for the Property for the fair market value of $125,000.00.

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

1. That the Purchase Agreement with Travis L. Beam for the City's acquisition of 2789 W Avenue, in the City of Waukee, Iowa for the Alices Road Improvement Project, is hereby approved and 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.

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 Travis L. Beam, a single person ("Seller").

RECITALS:

A. Seller is the owner of certain real estate locally known as 2789 W Ave., Waukee, IA, as legally 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 $125,000.00 (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' 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' 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. RELOCATION BENEFITS. In addition to the Purchase Price, Seller shall be entitled to certain relocation benefits. Said relocation benefits shall be addressed by the parties pursuant to a separately negotiated agreement.

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,

You could use Oct 1st as referenced in clause 6.

IN WITNESS WHEREOF, the pa 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"

Travis L. Beam
Address: 2789 W Ave, Waukee, IA
Phone: 515 204 4355

EXHIBIT A

PROPERTY

Lot 8 in Lami Subdivision of 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

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.

TB ____ 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 _____.

Memo

TO: Mayor and Council members
FROM:
DATE: July 9, 2026
RE: Approval of Amendments to the Covenant - Woodlands Homeowners Association

SYNOPSIS:
The members of The Woodlands Homeowner's Association No.1 inclusive of all lots within Plats 1-4, have submitted a signed covenant amendment. The Declaration of Covenents requires prior written approval from the City for any amendments.
The amendment adds Section 22 to Article IX providing rental restrictions; requiring approval from the Association, and a minimum term of one year for rental activities. This would prohibit short-term rentals such as Airbnb uses.
The amendment replaces Article IX, section 8, prohibiting signs except for governmental signage, signs less than 100 square inches, signs marketing a lot for sale or rent less than 8 square feet in size, and other signs permitted by the association.
The Amendment replaces Article IX, section 17, requiring roofing materials other than cedar wood shakes or shingles must be approved by the Association Board.

Staff is generally supportive of the change and would recommend approval.

Attachments:
1. Resolution for 2nd Amendment to Covenants- The Woodlands No.1
2. Woodlands HOA Covenants Amendment Signed

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

RESOLUTION NO. ____

RESOLUTION APPROVING 2ND AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE WOODLANDS NO.1

WHEREAS, an Amendment and Reinstatement of Declaration of Covenants, Conditions and Restrictions for Woodlands No. 1 (herein after the "Original Declaration") was filed in the records of the Polk County Recorder at Book 15488, Page 908 establishing the covenants on all lots in The Woodlands Plat 1, The Woodlands Plat 2, The Woodlands Plat 3 and The Woodlands Plat 4, Official Plats, now included in and forming a part of the City of Clive, Polk County, Iowa; and

WHEREAS, The Woodlands Association No. 1 is the Homeowner's Association of certain property located in the City of Clive, more particularly described as The Woodlands Plat 1, The Woodlands Plat 2, The Woodlands Plat 3 and The Woodlands Plat 4, and

WHEREAS, the Property Owners within The Woodlands plats 1,2,3, and 4 ("Owners") now desire to amend certain provisions of the Declaration to provide rental, signage, and roofing restrictions, and

WHEREAS, The Woodlands Association No. 1 has submitted to the City of Clive a Second Amendment to Declaration of Covenants, Conditions 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 9th day of July, 2026.

CITY OF CLIVE, IOWA

By _____
John Edwards, Mayor

ATTEST:

_____
Matthew D. Graham, City Clerk

AMENDMENT TO MASTER DECLARATION OF COVENANTS FOR THE WOODLANDS NO. 1

Preparer Information:
Lisa R. Wilson
222 N.W. Sunrise Drive
Waukee, Iowa 50263
(515) 369-2502

Taxpayer Information:
N/A

Return Document To:
Wilson, Egge & Loya, P.C.
222 N.W. Sunrise Drive
Waukee, Iowa 50263

Grantor:
The Woodlands Association No. 1

Grantee:
N/A

Legal Description:
Lots 1 through 33 in The Woodlands Plat No. 1; Lots 1 through 22 in The Woodlands Plat No. 2; Lots 1 through 20 in The Woodlands Plat No. 3; Lots 1 through 24 in The Woodlands Plat No. 4, all Official Plats, now included in and forming a part of the City of Clive, Polk County, Iowa.

Document or instrument number of previously recorded documents:
Book 6147, Page 607; Book 7091, Page 403; Instrument No. 066494; Book 15488, Page 908

AMENDMENT TO MASTER DECLARATION OF COVENANTS FOR THE WOODLANDS NO. 1

THIS AMENDMENT TO MASTER DECLARATION ("Amendment") is made this _____ day of _____, 2026.

WHEREAS, a Master Declaration of Covenants For The Woodlands No. 1 was filed of record in Polk County, Iowa, on September 13, 1989 in Book 6147, Page 607, as amended by a First Amendment to Master Declaration ("First Amendment") filed September 26, 1994 in Book 7091, Page 403, a Second Amendment to Master Declaration ("Second Amendment") filed April 3, 1997 as Instrument No. 066494 and an Amendment To and Restatement Of Master Declaration ("Restated Declaration") filed March 5, 2015 in Book 15488, Page 908 (the First Amendment, Second Amendment and Restated Declaration collectively referred to as "Declaration").

WHEREAS, the Declaration provides that it may be amended upon the approval by two-thirds majority of the then outstanding votes of the Association, subject to the prior written approval by the City of Clive, Iowa.

WHEREAS, the City of Clive, Iowa approved this Amendment to Declaration by Resolution of the City Council passed on _____.

WHEREAS, the Association, acting by and through its Board of Directors and members, has elected to amend the Declaration as set forth herein.

NOW, THEREFORE, the Association does hereby modify the Declaration as follows:

1. The following Section 22 shall be added to Article IX of the Restated Declaration:

Section 22. Rental Restrictions. In order to protect the integrity of The Woodlands and to ensure that those persons residing therein have similar proprietary interests in their Lots, no Lot and no portion of any dwelling located thereon, shall be leased or rented to any person or third party without the prior written approval of the Association. All leases shall be in writing with a minimum term of one (1) year and shall be subject to the terms of the Declaration, and the Articles of Incorporation, Bylaws and any rules or regulations adopted by the Association. Short-term and vacation rentals are strictly prohibited, as well as any marketing, advertising or procurement of tenants by or through sites such as Airbnb, VRBO, HomeAway or other similar forum. Sub-leasing is not allowed under any circumstance. A copy of the written lease shall be provided to the Association prior to the date of possession. No lease shall relieve an Owner from liabilities and responsibilities to the Association and other Owners as set forth in Declaration or otherwise imposed under the laws of the State of Iowa. The Association shall be required to approve any lease which does not violate the provisions of this Section 22.

2. Article IX, Section 8, of the Restated Declaration shall be deleted in its entirety and hereby replaced with the following:

Section 8. Signs. No sign of any kind or description shall be placed, exposed to view or permitted to remain on any Lot, or any street adjacent thereto, except the following:

(i) street markers, traffic signs and other governmental signage; and

(ii) signs not exceeding one hundred square inches (100") in area upon which there shall be exhibited the street number or name, or both, of the resident; and

(iii) signs marketing a Lot for sale or rent which do not exceed eight square feet in size; and

(iv) signs permitted by the Association and listed as exceptions to the requirements of this Section 8, a current list of which can be found on the Association's website at www.woodlandsclive.org.

In the event that any sign other than those described above shall be placed or exposed to view on any of the Lots restricted hereby, the officers or agents of the Association are hereby given the right to enter upon such a Lot and remove such signs. Real estate signs by the builder-developer will be permitted until such development is completed.

3. Article IX, Section 17, of the Restated Declaration shall be deleted in its entirety and hereby replaced with the following:

Section 17. Shingles. To assure aesthetic harmony and to protect property values, roofing materials other than traditional cedar wood shakes or shingles must be approved by the Association Board. Before installing any roofing materials other than traditional cedar wood shakes or shingles on a home within the Woodlands, a Member shall first obtain written approval of the Board. The Board may approve or disapprove such other roofing materials in its sole discretion.

A request for approval shall be accompanied by a sample of the materials to be used, along with any other information reasonably requested by the Board. A response to the request will be made in a timely manner and shall be approved or rejected within forty-five (45) days of receipt of the request.

The roofing materials proposed may be required by the Board to meet or exceed the cedar wood shake or shing standard for quality and weathered appearance (for example, an industrial polymer composite material shaped like cedar wood shakes and shingles, and a stone coated metal material resembling a cedar shake).

The Board may apply color standards recognized by building material experts that define or describe the range of colors displayed by the existing roofs of Woodlands and may apply the standards while considering a request for approval. A full list of the current, approved standards can be found on the Association's website at www.woodlandsclive.org.

The approval or rejection of the request for alternative roofing materials shall take into account the value of maintaining the established, consistent, highly valued appearance of homes within the Woodlands. In rendering its decision, the Board may consider any factors or information it deems relevant to the decision consistent with the intention to protect or enhance the value of all homes within the Woodlands. Notwithstanding the foregoing, no asphalt or fiberglass shingles shall be permitted.

Any required governmental permits must be obtained before applying roofing materials to any buildings within the Woodlands.

4. In all other respects, the Declaration shall remain unaffected and be enforceable as filed

-SIGNATURE PAGE TO FOLLOW-

CERTIFICATION OF ASSOCIATION

The undersigned, President and Secretary, respectively, of The Woodlands Owners Association No. 1, hereby certify that the foregoing Amendment to Declaration has been approved by more than two-thirds of the votes of the members entitled to vote upon such Amendment, and that it has been executed by the President and Secretary, respectively, of the Association, on behalf of the Association, all as provided by Article X, Section 2, of the Declaration and in accordance with all provisions of the Declaration. Except as amended hereby, the Declaration shall remain unchanged and in full force and effect.

THE WOODLANDS OWNERS ASSOCIATION NO. 1

By: Brad Pietzsch, President

By: _____, Secretary
Michelle Rice

STATE OF IOWA)
)SS:
COUNTY OF Polk)

This record was acknowledged before me on this 1st day of July, 2026, by Brad Pietzsch, President of The Woodlands Owners Association No. 1.

Notary Public in and for Said State
My commission expires March 20 2027

NEILY CATALAN CORTEZ
Commission Number 854800
My Commission Expires
March 20, 2027

STATE OF IOWA)
)SS:
COUNTY OF Polk)

This record was acknowledged before me on this 1st day of July, 2026, by Michelle Rice, Secretary of The Woodlands Owners Association No. 1.

Notary Public in and for Said State
My commission expires March 20 2027

NEILY CATALAN CORTEZ
Commission Number 854800
My Commission Expires
March 20, 2027

Memo

TO: Mayor and Council members
FROM: Ryan Mayer, Construction Services Administrator
DATE: July 9, 2026
RE: Resolution Accepting First Amendment to Overland Flowage and Private Storm Sewer Easement - 4189 Westgate Pkwy

SYNOPSIS:
The owner of 4189 Westgate Parkway has requested an amendment to an existing overland flowage and private storm sewer easement for installation of a fence within the easement area. The proposed project has been reviewed by City staff who have determined that the installation will not affect the City's ability to maintain the infrastructure within the easement.

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

Attachments:
1. 1st Amendment Document
2. Resolution- 4189 Westgate Parkway

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

FIRST AMENDMENT TO OVERLAND FLOWAGE AND PRIVATE STORM SEWER EASEMENT

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

WHEREAS, Property Owner owns that property known as 4189 Westgate Parkway and legally described as Lot 50 of Shadow Creek Plat 7, an Official Plat, now included in and forming a part of the City of Clive, Dallas County, Iowa (hereinafter called "Property"); and

WHEREAS, a Declaration of Overland Flowage and Private Storm Sewer Easement was previously entered on August 26, 2022, and recorded in Book 2022 Page 18898 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 23rd day of June, 2026.

By: _____
Louis Hanson

STATE OF IOWA)
) SS:
COUNTY OF Dallas)

Subscribed and sworn to before me by Louis Hanson on this 23 day of June 2026.

TIMOTHY J. LORD
Commission Number 773343
My Commission Expires
June 8, 2027

_____
Notary Public in and for the State of Iowa

My commission expires: 6/8/2027

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:_____

RESOLUTION NO. _____

RESOLUTION ACCEPTING
FIRST AMENDMENT TO OVERLAND FLOWAGE AND PRIVATE STORM SEWER EASEMENT – LOT 50, SHADOW CREEK PLAT 7, 4189 WESTGATE PARKWAY

WHEREAS, the owner of Shadow Creek Plat 7, Lot 50 in the City of Clive, Iowa (the "Property") has submitted to the City of Clive a First Amendment to Overland Flowage and Private Storm Sewer 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 the Overland Flowage and Private Storm Sewer Easement

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

That the First Amendment Overland Flowage and Private Storm Sewer Easement (hereinafter called "Amendment") regarding Shadow Creek Plat 7, Lot 50 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 9th day of July, 2026.

By: _____
John Edwards, Mayor

ATTEST:

_____
Matthew D. Graham, City Clerk

Memo

TO: Mayor and Council members
FROM:
DATE: July 9, 2026
RE: Resolution Accepting First Amendment to Storm Sewer, Overland Flowage, and Private Storm Sewer Easement - 17947 Creekside Drive

SYNOPSIS:

The owner of 17947 Creekside Drive has requested an amendment to an existing Storm Sewer, overland flowage and private storm sewer easement for installation of a fence within the easement area. The proposed project has been reviewed by City staff who have determined that the installation will not affect the City's ability to maintain the infrastructure within the easement.

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

Attachments:
1. Resolution- 17947 Creekside Drive
2. 17947 Creekside Dr Signed Agreement

RESOLUTION NO. _____

RESOLUTION ACCEPTING
FIRST AMENDMENT TO STORM SEWER, OVERLAND FLOWAGE, AND PRIVATE STORM SEWER EASEMENT – LOT 20, SHADOW CREEK 6, 17947 CREEKSIDE DRIVE

WHEREAS, the owner of Shadow Creek Plat 6, Lot 20 in the City of Clive, Iowa (the "Property") has submitted to the City of Clive a First Amendment to Storm Sewer, Overland Flowage, and Private Storm Sewer 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 the Storm Sewer, Overland Flowage, and Private Storm Sewer Easement

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

That the First Amendment To Overland Flowage and Private Storm Sewer Easement (hereinafter called "Amendment") regarding Shadow Creek 6, Lot 20 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 9th day of July, 2026.

By: _____
John Edwards, Mayor

ATTEST:

_____
Matthew D. Graham, City Clerk

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

FIRST AMENDMENT TO STORM SEWER EASEMENT AND OVERLAND FLOWAGE AND PRIVATE STORM SEWER EASEMENT

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

WHEREAS, Property Owner owns that property known as 17947 Creekside Drive and legally described as Lot 20 Shadow Creek 6, 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 9/29/2021 and recorded in Book 2021 Page 28709 of the Dallas County Recorder (hereinafter called "Easement"), which prohibited the erection of any structure within the easement area; and

WHEREAS, a Overland Flowage And Private Storm Sewer Easement was previously entered on 9/21/2021 and recorded in Book 2021 Page 28705 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 Wrought Iron Fence (hereinafter called "Project") on the Property, which encroaches into the Easement, and the City has agreed to consent to the installation of the Project within the easement area, subject to the conditions set forth in Section 1 of this Amendment.

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

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

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

(b) Project is installed and maintained so that it does not impede the flow of surface water, or functions of the piping and infrastructure within the Easements.

(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 easements.

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.

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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 _____, 20__, 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:_____

Dated this 22nd day of JUNE, 2026.

By: _____
Cristen Schipper, Owner

STATE OF IOWA)
) SS:
COUNTY OF Dallas)

Subscribed and sworn to before me by Stephanie Jean Marquardt on this 22nd day of June, 2026.

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

Stephanie Jean Marquardt
Notary Public in and for the State of Iowa

My commission expires: 6/3/28

Receipt No: 52.000003147 Jun 22, 2026

Cristen Schipper

Previous Balance:	.00
GENERAL FUND	
ZONING FEES - 17947	55.00
Creekside Dr	
Total:	55.00
ONLINE CREDIT CARD	55.00
Total Applied:	55.00
Change Tendered:	.00

06/22/2026 9:59 AM

CITY OF CLIVE
1900 NW 114TH ST
CLIVE IA 50325-7077

Memo

TO: Mayor and Council members
FROM: Ryan Mayer, Construction Services Administrator
DATE: July 9, 2026
RE: Resolution Accepting First Amendment to Storm Sewer and Surface Water Flowage Easement - 16805 Tanglewood Dr

SYNOPSIS:
The owner of 16805 Tanglewood Dr has requested an amendment to an existing storm sewer and surface water flowage easement for the 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 Surface Water Flowage Easement.

Attachments:
1. First Amendment signed - 16805 Tanglewood Dr
2. Resolution- 16805 Tanglewood 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 SURFACE WATER FLOWAGE EASEMENT

This First Amendment to Storm Sewer and Surface Water Flowage Easement (hereinafter called "Amendment") is entered into by and between Clayton Jones and Rachele Gueli (hereinafter called "Property Owners") and the CITY OF CLIVE, IOWA, a municipal corporation (hereinafter called "City").

WHEREAS, Property Owner owns that property known as 16805 Tanglewood Dr and legally described as Lot 53 of Walnut Creek Hills, 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 November 3, 2005 and recorded in Book 2005 Page 18854 of the Dallas County Recorder (hereinafter called "Easement"), which prohibited the erection of any structure within the easement area; and

WHEREAS, a Declaration of Surface Water Flowage Easement was previously entered on November 3, 2005 and recorded in Book 2005 Page 18855 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 26th day of June, 2026.

By: _____
Clayton Jones

By: _____
Rachele Gueli

STATE OF IOWA)
) SS:
COUNTY OF Dallas)

Subscribed and sworn to before me by Clayton Jones on this 26th day of June 2026.

_____
Notary Public in and for the State of Iowa

My commission expires: 6.1.2029

MARITZA ALARCON
Commission Number 848459
My Commission Expires

STATE OF IOWA)
) SS:
COUNTY OF Dallas)

Subscribed and sworn to before me by Rachele Gueli on this 26th day of June 2026.

_____
Notary Public in and for the State of Iowa

My commission expires: 6.1.2029

MARITZA ALARCON
Commission Number 848459
My Commission Expires

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 SURFACE WATER FLOWAGE EASEMENT – LOT 53, WALNUT CREEK HILLS, 16805 TANGLEWOOD DR.

WHEREAS, the owner of Walnut Creek Hills, Lot 53 in the City of Clive, Iowa (the "Property") has submitted to the City of Clive a First Amendment to Storm Sewer and Surface Water Flowage Easement to permit the installation of a Fence within the easement area on the Property; and

WHEREAS, City desires to accept the First Amendment to the Storm Sewer and Surface Water 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 Surface Water Flowage Easement (hereinafter called "Amendment") regarding Walnut Creek Hills, Lot 53 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 9th day of July, 2026.

By: _____
John Edwards, Mayor

ATTEST:

_____
Matthew D. Graham, City Clerk

Memo

TO: Mayor and Council members
FROM: Ryan Mayer, Construction Services Administrator
DATE: July 9, 2026
RE: Resolution Accepting First Amendment to Overland Flowage and Private Storm Sewer Easement - 18154 Alpine Dr

SYNOPSIS:
The owner of 18154 Alpine Dr. has requested an amendment to an existing overland flowage and private storm sewer easement for installation of a fence within the easement area. The proposed project has been reviewed by City staff, who have determined that the installation will not affect the City's ability to maintain the infrastructure within the easement.

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

Attachments:
1. First Amendment signed - 18154 Alpine Dr
2. 18154 Alpine Dr - Resolution

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

FIRST AMENDMENT TO OVERLAND FLOWAGE AND PRIVATE STORM SEWER EASEMENT

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

WHEREAS, Property Owner owns that property known as 18154 Alpine Drive and legally described as Lot 15 Shadow Creek Plat 9, an Official Plat, now included in and forming a part of the City of Clive, «County» County, Iowa (hereinafter called "Property"); and

WHEREAS, a Declaration of First Easement was previously entered on November 5, 2021 and recorded in Book 2021 Page 34032 of the Dallas County Recorder (hereinafter called "Easement"), which prohibited the erection of any structure within the easement area; and

WHEREAS, the Property Owner desires to install an ornamental 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 29TH day of JUNE, 2026.

By: _____
Michael Malszycki

By: _____
Cynthia Malszycki

STATE OF IOWA)
) SS:
COUNTY OF Dallas)

Subscribed and sworn to before me by Michael Malszycki on this 29th day of June 2026.

_____
Notary Public in and for the State of Iowa

My commission expires: 6.1.2029

MARITZA ALARCON
Commission Number 848459
My Commission Expires
6.1.2029

STATE OF IOWA)
) SS:
COUNTY OF Dallas)

Subscribed and sworn to before me by

_____
Notary Public in and for the State of Iowa

MARITZA ALARCON
Commission Number 848459
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 _____, 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:_____

RESOLUTION NO. _____

RESOLUTION ACCEPTING
FIRST AMENDMENT TO OVERLAND FLOWAGE AND PRIVATE STORM SEWER EASEMENT FOR
SHADOW CREEK PLAT 9, LOT 15 – 18154 ALPINE DRIVE

WHEREAS, the owner of Shadow Creek Plat 9, Lot 15 in the City of Clive, Iowa (the "Property") has submitted to the City of Clive a First Amendment to Overland Flowage and Private Storm Sewer Easement to permit the installation of a fence within the easement area on the Property; and

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

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

That the First Amendment to Overland Flowage and Private Storm Sewer Easement (hereinafter called "Amendment") regarding Shadow Creek Plat 9, Lot 15, 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 9th day of July, 2026.

By: _____
John Edwards, Mayor

ATTEST:

_____
Matthew D. Graham, City Clerk

Memo

TO: Mayor and Council members
FROM: Ryan Mayer, Construction Services Administrator
DATE: July 9, 2026
RE: Resolution Accepting First Amendment To Surface Water Flowage Easement- 15049 Hawthorn Dr

SYNOPSIS:
The owner of 15049 Hawthorn Dr has requested an amendment to an existing surface water flowage easement for the installation of a fence within the easement area. The proposed project has been reviewed by City staff, who have determined that the installation will not affect the City's ability to maintain the infrastructure within the easement.

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

Attachments:
1. First Amendment signed - 15049 Hawthorn Dr
2. RESOLUTION - 15049 Hawthorn 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 SURFACE WATER FLOWAGE EASEMENT

This First Amendment to Surface Water Flowage Easement (hereinafter called "Amendment") is entered into by and between Tung D Dang and Quynh-Giao Thi Le (hereinafter called "Property Owners") and the CITY OF CLIVE, IOWA, a municipal corporation (hereinafter called "City").

WHEREAS, Property Owner owns that property known as 15049 Hawthorn Dr and legally described as Lot 8 of Country Club West Plat 7, an Official Plat, now included in and forming a part of the City of Clive, Dallas County, Iowa (hereinafter called "Property"); and

WHEREAS, a Declaration of Surface Water Flowage Easement was previously entered on December 16, 1993 and recorded in Book 757 Page 412 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.

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Dated this 1st day of July, 2026.

By: _____
Tung D Dang

By: _____
Quynh-Giao Thi Le

STATE OF IOWA)
) SS:
COUNTY OF Dallas)

Subscribed and sworn to before me by Tung D Dang on this 1 day of July 2026.

_____
Notary Public in and for the State of Iowa

My commission expires: 6/3/28

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

STATE OF IOWA)
) SS:
COUNTY OF Dallas)

Subscribed and sworn to before me by Quynh-Giao Thi Le on this 1 day of July 2026.

_____
Notary Public in and for the State of Iowa

My commission expires: 6/3/28

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

CITY OF CLIVE, IOWA

By _____
John Edwards, Mayor

ATTEST:

_____
Matthew D. Graham, City Clerk

STATE OF IOWA)
) SS
COUNTY OF POLK)

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

_____
Notary Public in and for the State of Iowa

My commission expires:_____

RESOLUTION NO. _____

RESOLUTION ACCEPTING
FIRST AMENDMENT TO SURFACE WATER FLOWAGE EASEMENT FOR
LOT 8, COUNTRY CLUB WEST PLAT 7 – 15049 HAWTHORN DR

WHEREAS, the owner of Lot 8, Country Club West Plat 7 in the City of Clive, Iowa (the "Property") has submitted to the City of Clive a First Amendment to Surface Water Flowage Easement to permit the installation of a fence within the easement area on the Property; and

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

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

That the First Amendment to Surface Water Flowage Easement (hereinafter called "Amendment") regarding lot 8, Country Club West Plat 7, 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 9th day of July, 2026.

By: _____
John Edwards, Mayor

ATTEST:

_____
Matthew D. Graham, City Clerk

Memo

TO: Mayor and Council members
FROM: Ryan Mayer, Construction Services Administrator
DATE: July 9, 2026
RE: Resolution Approving First Amendment To Surface Water Flowage Easement - 4533 NW 167th Street

SYNOPSIS:
The owner of 4533 NW 167th Street has requested an amendment to an existing surface water flowage easement for the 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 Surface Water Flowage Easement.

Attachments:
1. First Amendment signed - 4533 NW 167th St
2. RESOLUTION - 4533 NW 167th Street

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

FIRST AMENDMENT TO SURFACE WATER FLOWAGE EASEMENT

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

WHEREAS, Property Owner owns that property known as 4533 NW 167th St and legally described as Lot 41 of Walnut Creek Hills of Clive Plat 2, an Official Plat, now included in and forming a part of the City of Clive, Dallas County, Iowa (hereinafter called "Property"); and

WHEREAS, a Declaration of Surface Water Flowage Easement was previously entered on November 03, 2005 and recorded in Book 5 Page 18855 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 July, 2026.

By: _____
Michael Dennis

By: _____
Maggie Dennis

STATE OF IOWA)
) SS:
COUNTY OF Dallas)

Subscribed and sworn to before me by Michael Dennis on this 1st day of July 2026.

_____
Notary Public in and for the State of Iowa

My commission expires: 3/12/2027

SHANA WELLS
Commission Number 830717
My Commission Expires
March 12, 2027

STATE OF IOWA)
) SS:
COUNTY OF Dallas)

Subscribed and sworn to before me by Maggie Dennis on this 1st day of July 2026.

_____
Notary Public in and for the State of Iowa

My commission expires: 3/12/2027

SHANA WELLS
Commission Number 830717
My Commission Expires
March 12, 2027

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 SURFACE WATER FLOWAGE EASEMENT FOR
LOT 41, WALNUT HILLS OF CLIVE PLAT 2 – 4533 NW 167TH STREET

WHEREAS, the owner of Lot 41, Walnut Hills of Clive Plat 2 in the City of Clive, Iowa (the "Property") has submitted to the City of Clive a First Amendment to Surface Water Flowage Easement to permit the installation of a fence within the easement area on the Property; and

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

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

That the First Amendment to Surface Water Flowage Easement (hereinafter called "Amendment") regarding lot 41, Walnut Hills of Clive Plat 2, 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 9th day of July, 2026.

By: _____
John Edwards, Mayor

ATTEST:

_____
Matthew D. Graham, City Clerk

Memo

TO: Mayor and Council members
FROM: Mark Rehberg, Captain / Operations Commander
DATE: July 9, 2026
RE: Approve Memorandum of Understanding between Clive Police Department and Bureau of Alcohol, Tobacco, Firearms and Explosives (ATF).

SYNOPSIS:
Attached is a Memorandum of Understanding (MOU) regarding an application for eTrace. eTrace is an online program that allows local law enforcement to conduct paperless electronic tracing of firearms that are located during investigations. This MOU will allow the police department to create accounts where staff can submit firearm information directly to the Bureau of Alcohol, Tobacco, Firearms and Explosives, allowing them to begin the trace process to determine original ownership of a firearm that is recovered. This agreement will significantly reduce the time required to start the actual trace and allow a free flow of information between the department and our federal partners. With the increased recovery of firearms, this will prove to be a vital resource to our detectives and street officers.

Attachments:

a. MOU for application.

b. Resolution approving MOU..

Attachments:
1. Memorandum of Understanding - CLIVE IA POLICE DEPARTMENT
2. eTRACE Resolution

Memorandum of Understanding
between the
CLIVE POLICE DEPARTMENT
and the
Bureau of Alcohol, Tobacco, Firearms and Explosives

Article I. Purpose and Authority

The Bureau of Alcohol, Tobacco, Firearms and Explosives (ATF) would like to extend their on-going commitment to the law enforcement community by providing participating agencies with a paperless firearm trace submission system and trace analysis module that is readily accessible through a connection to the World Wide Web (Internet). This application, known as eTrace, provides the necessary utilities for submitting, retrieving, storing and querying firearms trace related information relative to your jurisdiction. The firearms tracing process is a valuable service offered by ATF to the global law enforcement community. Information acquired through the firearm tracing process can be utilized to solve individual cases, to maximize the investigative information available for use in identifying potential illegal firearms traffickers, and to supplement the analysis of crime gun trends and trafficking patterns.

Law Enforcement agencies that make a commitment to comprehensive crime gun tracing will be provided with an information platform for developing the best investigative strategies for the reduction of firearms-related crime and violence. ATF has made a concerted effort to leverage existing information technology to better assist law enforcement agencies in the investigation of illicit firearms trafficking as well as the interdiction of firearm sources to juveniles, youth offenders and other prohibited persons. This Memorandum of Understanding (MOU) is intended to formalize a partnership between the participating agencies with regard to policy and procedures relative to the access and utilization of eTrace services.

The parties enter into this MOU pursuant to 31 U.S.C. § 6305; the E-Government Act of 2002, Public Law No. 107-347; and the Government Paperwork Elimination Act of 1998 (GPEA), Public Law No. 105-277.

Article II. Background

The Bureau of Alcohol, Tobacco, Firearms and Explosives (ATF) is a law enforcement organization within the United States Department of Justice with unique responsibilities dedicated to reducing violent crime and protecting the public. ATF enforces the Federal laws and regulations relating to alcohol, tobacco, firearms, explosives and arson by working directly and in cooperation with others to:

- Suppress and prevent crime and violence through enforcement, regulation, and community outreach
- Support and assist federal, state, local, and international law enforcement.
- Provide innovative training programs in support of criminal and regulatory enforcement functions
- Ensure fair and proper revenue collection. Provide fair and effective industry regulation

ATF recognizes the role that firearms play in violent crimes and pursues an integrated enforcement and regulatory strategy. Investigative priorities focus on armed violent offenders and career criminals, narcotics traffickers, narco-terrorists, violent gangs, and domestic and international arms traffickers.
Sections 924(c) and (e) of Title 18 of the United States Code provide mandatory and enhanced sentencing guidelines for armed career criminals and narcotics traffickers as well as other dangerous armed criminals.

As part of ATF's unique enforcement powers the Congress of the United States has provided ATF with two federal sentencing laws that mandate minimum mandatory sentences for defendants convicted of offenses relating to the possession of a firearm in violation of the Gun Control Act of 1968. Under Title 18, United States Code, Section 924(c), defendants convicted of possessing a firearm during the commission of an offense defined as a federal crime of violence or a drug trafficking crime shall receive an additional 5 years imprisonment added to the punishment for the original offense. Under Title 18, United States Code, Section 924(e), a defendant convicted of illegally possessing a firearm in violation of Section 922 (g) who has three previous convictions for an offense defined as a violent felony or as a serious drug trafficking offense shall be imprisoned not less than 15 years.

ATF uses these statutes to target, investigate and recommend prosecution of these offenders to reduce the level of violent crime and enhance public safety. ATF also strives to increase State and local awareness of available Federal prosecution under these statutes. For more information about the use of these statutes please contact your local ATF office.

Article III. Scope

The purpose of this MOU is to establish an interagency agreement governing the access and utilization of eTrace. In addition, the MOU will designate a primary and alternate point of contact within your agency. The agency point of contact will be charged with ensuring adherence to the MOU between the Bureau and the client agency users. The MOU will require the designated agency point of contact to identify individuals from their respective agency who will require system access, to periodically validate the list of users, and to notify the National Tracing Center immediately in the event that it becomes necessary to revoke or suspend a user's account.

Article IV. Interagency Communications

The participating law enforcement entity and the Bureau of Alcohol, Tobacco, Firearms and Explosives agree that a principal point of contact within each organization shall coordinate all communications and tasks under this MOU. The designated points of contact (POC) shall be as follows:

ATF Field Division Name: Kansas City Field Division

Address: 1251 NW Briarcliff Parkway
Suite 600
Kansas City, Missouri 64116

	Designated ATF Contact	**Alternate ATF Contact**
Name:	Christopher Porta	Robert Earle
Title:	Industry Operations Intelligence Specialist	Intelligence Research Specialist
Phone #:	(816) 627-9397	(785) 217-4361

Participating Law Enforcement Agency Name: CLIVE POLICE DEPARTMENT

Agency Address: 8800 HICKMAN ROAD
CLIVE, IA 50325

	Designated Law Enforcement Agency Primary POC	**Designated Law Enforcement Agency Alternate POC**
Name:	MARK REHBERG	ADAM JOHNSTON
Title:	CHIEF OF POLICE	LIEUTENANT
Phone #:	(515) 867-5015	(515) 867-5007
Email Address:	MREHBERG@CITYOFCLIVE.COM	AJOHNSTON@CITYOFCLIVE.COM
Date of Birth:	On File	On File
Signature:		
Date:		

Article V. Responsibilities and Procedures

In becoming an approved user of the eTrace application, the involved parties hereby acknowledge and accept the following responsibilities and procedures:

A. Responsibilities of the participating Law Enforcement Agency

The Participating Law Enforcement Agency shall:

1. Appoint a primary and alternate point of contact within your agency. The above appointed individuals will be responsible for creating and maintaining a list of all personnel within your department that will require access to eTrace.
2. The designated POC(s) within your agency will be responsible for signing as the Designated Law Enforcement Agency Primary Point of Contact and Alternate Point of Contact on page three of this MOU.
3. The designated POC(s) will immediately notify the ATF National Tracing Center via eTrace in the event that an individual's eTrace account needs to be suspended or

revoked for any number of reasons, to include (but not limited to): employee transfer, retirement, or release from employment.

4. Once this MOU and relative attachments have been completed and signed by all involved parties, the original copies should either be mailed to the ATF National Tracing Center at the address below, or scanned and emailed to eTraceAdmin@atf.gov.

Bureau of Alcohol, Tobacco, Firearms and Explosives
National Tracing Center Division
244 Needy Road
Martinsburg, WV 25401
Attn: eTrace Customer Service Group

Phone: (800) 788-7133, ext. 01540
eMail: eTraceAdmin@atf.gov

B. Responsibilities of the Bureau of Alcohol, Tobacco, Firearms and Explosives:

The appointed ATF Field Division representatives shall:

1. Coordinate all communications and tasks listed under this MOU and serve as a liaison between the participating law enforcement agency and the National Tracing Center Division.

The ATF National Tracing Center (NTC) Division shall:

1. Upon receipt of this signed MOU, send an e-mail which will provide detailed instructions on the process of requesting and receiving an eTrace user account.
2. Review all applications for eTrace access in a timely manner and facilitate the provisioning of accounts to include relative user identifiers and passwords. Once accounts are activated, each individual user will receive an e-mail containing their account information.
3. Upon receipt of a request for account revocation, the NTC will immediately deactivate the said user account.

Article VI. Conditions

- Both ATF and the participating law enforcement agency acknowledge their understanding that the eTrace application is intended "FOR OFFICIAL LAW ENFORCEMENT USE ONLY". The federal government may monitor and audit usage of this system, and all persons are hereby notified that use of this system constitutes consent to such monitoring and auditing. Unauthorized attempts to upload information and/or change information on these web sites are strictly prohibited and are subject to prosecution under the Computer Fraud and Abuse Act of 1986 and Title 18 U.S.C. Sections1001 and 1030.

- The parties acknowledge that the eTrace application will only be accessed and utilized from your official duty station and/or alternate task force locations. However, under

isolated and stringent circumstances eTrace can be accessed from an alternate location, specifically in furtherance of Law Enforcement activities.

- **The parties agree that premature disclosure of certain firearms trace information can reasonably be expected to interfere with pending or prospective law enforcement proceedings. This law enforcement sensitive information includes data that can link a traced firearm to: the location of a crime; the Federal firearms licensee; retail purchaser or possessor of a traced firearm; or to firearms trafficking patterns involving a traced firearm. It is agreed that the law enforcement sensitive firearms trace information generated pursuant to this agreement shall not be disclosed to a third party without the consent of both parties of this agreement, subject to State and Federal law. The parties agree to notify all other parties to the MOU prior to the release of any sensitive firearms trace information to a third party under State or Federal law. The parties acknowledge that trace data may only be utilized for law enforcement purposes. Through Public Law 112–55, 125 STAT. 552 (November 18, 2011), Congress enacted restrictions regarding the further dissemination of firearm trace data outside of law enforcement. The participating law enforcement agency and any contractors working on their behalf must adhere by these disclosure restrictions. ATF recommends that these restrictions are discussed with the participating law enforcement agency's legal counsel prior to any data-sharing.**

- IT IS FURTHER AGREED THAT PRIOR TO THE INITIATION OF ANY INDEPENDENT FIREARMS TRAFFICKING INVESTIGATIONS BY THE PARTICIPATING LAW ENFORCEMENT AGENCY (BASED ON FIREARM TRACING DATA OBTAINED VIA ETRACE), THE INTELLIGENCE GROUP AT THE ABOVE REFERENCED ATF FIELD DIVISION WILL BE CONTACTED. This critical step will not only allow for the further collaboration of valuable investigative information, but will also assist in ensuring the effectiveness and overall safety of investigating officers.

- It is understood that any report or trace result generated through the use of eTrace does not constitute a fulfillment of the Interstate Nexus requirement in any Federal, State or Administrative legal process or litigation. That expert testimony or Interstate Nexus determination is made through trained experts who must be contacted at the local ATF Field Office or Field Division Directorate.

- The parties agree that a 'crime gun' is defined as "any firearm that is illegally possessed, used in a crime, or suspected by law enforcement officials of having been used in a crime".

- The parties agree that the ATF, National Tracing Center will be designated as the central recipient of all information entered into the eTrace application relative to crime gun recoveries. The participating law enforcement agency agrees to make every effort to provide complete and accurate firearm trace-related information to include: recovery location, possessor information and associated individuals. Law Enforcement agencies that make a commitment to comprehensive crime gun tracing will be provided an information platform for developing the best local investigative strategies for their community in the reduction of firearm related crime and violence.

Article VII. Conclusion

It is the intent of the signatories that this MOU ensures coordination, cooperation and the mutual conduct of enforcement and research activities relative to the eTrace application. The result of this mutual cooperation and coordination will be the successful prosecution of illegal firearm crimes in State and Federal jurisdictions as well as the development of an accurate picture of the illegal firearms market and the inception of new strategies to effectively interrupt this market and impact the rate of firearm related violence.

This MOU is effective upon the date of the last signature by the authorized representative of the parties and shall remain in effect for an unspecified time period, wherein the authorized point of contact maintains that position within the participating agency, unless terminated earlier in writing by either party. Amendments to this MOU are effective upon the date of the last signature on the Amendment, by the authorized representative of the parties. This MOU may be amended or modified only by written agreement. Parties to this MOU may terminate their participation at any time upon written notification of their intent to withdraw to all other parties in the MOU. Termination of the MOU by either party will result in the revocation of all eTrace accounts established under this agreement.

In witness whereof, the parties have hereunto executed this MOU.

Signature Date	Signature Date
(Chief Law Enforcement Official)	(ATF - Special Agent in Charge or designee)
MARK REHBERG	Bernard G. Hansen
Name	Name
CHIEF OF POLICE	Special Agent in Charge
Title	Title
CLIVE POLICE DEPARTMENT	Kansas City Field Division
Agency/Department	ATF Field Division

RESOLUTION NO. _____

A RESOLUTION APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF CLIVE POLICE DEPARTMENT AND THE BUREAU OF ALCOHOL, TOBACCO, FIREARMS AND EXPLOSIVES REGARDING PARTICIPATION IN THE eTRACE INTERNET-BASED FIREARM TRACING APPLICATION

WHEREAS, the Bureau of Alcohol, Tobacco, Firearms and Explosives ("ATF") has developed the eTrace Internet-based firearm tracing application to assist law enforcement agencies in submitting, retrieving, storing, and analyzing firearm trace information; and

WHEREAS, participation in the eTrace program will enhance the Clive Police Department's ability to investigate firearms-related crimes, identify firearms trafficking patterns, and cooperate with federal, state, and local law enforcement agencies; and WHEREAS, the ATF has presented a Memorandum of Understanding establishing the responsibilities and procedures governing the Clive Police Department's participation in the eTrace program.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Clive, Iowa, that the Memorandum of Understanding between the Clive Police Department and the Bureau of Alcohol, Tobacco, Firearms and Explosives regarding participation in the eTrace Internet-based Firearm Tracing Application is hereby approved, and the Chief of Police is authorized and directed to execute the Memorandum of Understanding 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: Mela Nisic, Human Resources Specialist
DATE: July 9, 2026
RE: Approve Pay Rate - Augustus Mease - Full-Time Firefighter/Paramedic - $26.83/Hr - Effective 07/10/2026

SYNOPSIS:
The Fire Department has completed the recruitment process for a Full-Time Firefighter/Paramedic vacancy and recommends the hiring of Augustus (Gus) Mease.
Gus is currently employed as a Firefighter/Paramedic with the City of Newton and obtained his Paramedic certification in August 2024. Throughout the selection process, he demonstrated the skills, qualifications, and professionalism necessary to serve the City of Clive and contribute to the department's mission of providing high-quality emergency services.
Staff recommends approval of the appointment of Gus Mease to the position of Full-Time Firefighter/Paramedic, contingent upon the successful completion of all pre-employment requirements.
The recommended pay step placement is based on the City's established practice of evaluating comparable experience for all new hires. In determining the appropriate step, the City considers the nature and scope of an applicant's prior experience, including the municipality in which they served, call volume, call complexity, and overall operational responsibilities.
Following discussion with the Union, it was determined that Gus's experience warrants placement at Step 2. While serving with the City of Newton, he has gained extensive paramedic experience in a high-volume EMS environment, routinely responding to emergency calls throughout each shift, including multiple daily patient transports to the Des Moines metro area. As the only Paramedic assigned to his shift, he is responsible for managing all EMS-related calls during that shift, providing him with a level of experience that exceeds what would typically be expected of an entry-level Firefighter/Paramedic. Based on these factors, both Fire Department leadership and the Union agree that placement at Step 2 is appropriate and consistent with the City's approach to evaluating comparable experience for all hires.

Attachments:
1. Mease Offer Letter
2. Resume Mease
3. FF Paramedic Job Description

Memo

TO: Augustus Mease

FROM: Matt McQuillen, City Manager

DATE: June 29, 2026

RE: Employment Offer

Clive
Distinct by Nature

City Manager

It is my pleasure to offer you the opportunity to become a full-time Firefighter/Paramedic for the City of Clive, contingent upon a successful completion of the written and physical Central Iowa Fire and EMS Testing Consortium (or equivalent), as well as a pre-employment physical, drug/alcohol screen, physical capacity assessment and thorough background check.

I anticipate, dependent upon your acceptance, to have the recommendation before the City Council on July 9, 2026. As for all union staff, the Clive Professional Fire Fighters Local Union 5055 Contract and the Clive Employee Handbook are the controlling documents for employees. In accordance with the Clive Professional Fire Fighters Local Union 5055 contract your wage for the Firefighter/Paramedic position in Step 2 which will be $26.83/hr.

Proposed Start Date:	July 10, 2026
Beginning Salary:	$26.83/Hour – Step 2
Estimated Hours:	2,756 per year
Employment Status:	Non-Exempt, Full-Time Firefighter/Paramedic
Department Head:	Clay Garcia, Fire Chief

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

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

Augustus Mease (Jul 1, 2026 12:25:24 CDT) 07/01/26

Augustus Mease Date

7/1/2026

Matt McQuillen, City Manager Date

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

Gus Mease Offer Ltr 7.10.2026

Final Audit Report 2026-07-01

Created:	2026-07-01
By:	Mela Nisic (mnisic@cityofclive.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAaJKrtxLAgS1POVtzquU-1l05yuXJwhdr

"Gus Mease Offer Ltr 7.10.2026" History

Document created by Mela Nisic (mnisic@cityofclive.com)
2026-07-01 - 5:18:54 PM GMT

Document emailed to Augustus Mease (gusmease@gmail.com) for signature
2026-07-01 - 5:18:59 PM GMT

Email viewed by Augustus Mease (gusmease@gmail.com)
2026-07-01 - 5:23:28 PM GMT

Document e-signed by Augustus Mease (gusmease@gmail.com)
Signature Date: 2026-07-01 - 5:25:24 PM GMT - Time Source: server - Signature Appearance Selected: MOBILE_DRAW

Agreement completed.
2026-07-01 - 5:25:24 PM GMT

City of Clive (IA)

Firefighter/Paramedic- Part-Time

CLASS CODE	FIREPARAPT	**SALARY**	$22.33 - $30.56 Hourly
ESTABLISHED DATE	March 23, 2022	**REVISION DATE**	February 27, 2025

JOB SUMMARY

Under the general supervision of the Clive Fire Department Officers, provides emergency medical care to sick and injured persons, controls and extinguishes fires, performs rescue, protects life and property and maintains equipment.

JOB FUNCTIONS

Examples of Essential Job Functions

- Responds to calls, for the potential for emergency medical service.
- Within the limits of his/her medical certification, provides emergency medical care to the sick and injured.
- Within the limits of his/her medical certification, operates and maintains emergency medical equipment.
- Communicates with hospital emergency departments, nurses, physicians and physician designees.
- Completes a pre-hospital medical report on all patients seen treated or transported.
- Responds to fire alarms and other emergency calls. Selects hose nozzle, depending on type of fire, and directs stream of water or chemicals onto fire.
- Positions and climbs ladders to gain access to upper levels of buildings to assist individuals from burning structures.
- Creates openings in buildings for ventilation.
- Protects property from water and smoke by use of waterproof salvage covers, smoke ejector and fans.
- Communicates with others during emergency operations with radio or portable telephone.
- Maintains apparatus, buildings and equipment.
- Participates in drills, demonstrations and courses in emergency medical care techniques, firefighting techniques and other emergency skills.
- Regular attendance is essential for this position.

Essential Job Tasks (Reference: NFPA 1582)

- Performing fire-fighting tasks (e.g., hose line operations, extensive crawling, lifting and carrying heavy objects, ventilating roofs or walls using power or hand tools, forcible entry), rescue operations, and other emergency response actions under stressful conditions while wearing personal protective ensembles and self-contained breathing apparatus (SCBA), including working in extremely hot or cold environments for prolonged time periods.
- Wearing an SCBA, which includes a demand valve-type positive-pressure face piece and HEPA filter masks, which require the ability to tolerate increased respiratory workloads.

- Exposure to toxic fumes, irritants, particulates, biological (infectious) and non-biological hazards, and/or heated gases, despite the use of personal protective ensembles and SCBA.
- Climbing six or more flights of stairs while wearing fire protective ensemble weighing at least 50 lb (22.6 kg) or more and carrying equipment/tools weighing an additional 20 to 40 lb (9 to 18 kg).
- Wearing fire protective ensemble that is encapsulating and insulated, which will result in significant fluid loss that frequently progresses to clinical dehydration and can elevate core temperature to levels exceeding 102.2 degrees F (39 degrees C).
- Searching, finding, and rescue-dragging or carrying victims ranging from newborns up to adults weighing over 200 lb (90 kg) to safety despite hazardous conditions and low visibility.
- Advancing water-filled hose lines up to 2 ½ in. (65 mm) in diameter from fire apparatus to occupancy [approximately 150 ft (50 m)], which can involve negotiating multiple flights of stairs, ladders, and other obstacles.
- Climbing ladders, operating from heights, walking or crawling in the dark along narrow and uneven surfaces, and operating in proximity to electrical power lines and/or other hazards.
- Unpredictable emergency requirements for prolonged periods of extreme physical exertion without benefit of warm-up, scheduled rest periods, meals, access to medications(s), or hydration.
- Operating fire apparatus or other vehicles in an emergency mode with emergency lights and sirens.
- Critical, time-sensitive, complex problem solving during physical exertion in stressful, hazardous environments, including hot, dark, tightly enclosed spaces that is further aggravated by fatigue flashing lights, sirens, and other distractions.
- Ability to communicate (give and comprehend verbal orders) while wearing personal protective ensembles and SCBA under conditions of high background noise, poor visibility, ad drenching from hose lines and/or fixed protection systems (sprinklers).
- Functioning as an integral component of a team, where sudden incapacitation of a member can result in mission failure or in risk of injury or death to civilians or other team members.

Other Job Functions

- Responds to other emergency calls as required.
- Shall attend extra training as required for the position.
- 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 SOG's.
- Knowledge of local fire and emergency medical operations.
- Knowledge of fire, rescue and emergency medical techniques.
- Knowledge of hazardous materials operations.
- Knowledge of building construction and fire behavior.
- 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 part of a team and/or team leader under stress caused by emergencies, danger or criticism.
- Ability to solve problems with several abstract and concrete variables using logic and scientific thinking.

- Ability to perform arithmetic, algebraic calculations.
- Ability to read, write and comprehend the English language.
- Ability to use PC based computer programs.
- Ability to perform all job duties safely and in accordance with applicable rules, guidelines, policies and training.

Education Training and Experience

Education Required

High school diploma, HiSET (formerly known as GED), or high school equivalency diploma

Training Required

EMT- P, PS, or RN exception certified through the Iowa Department of Health, current ACLS & BLS

Firefighter I certified through the State of Iowa

Education Preferred

Paramedic Specialist, PALS, PEPP or PPC, AMLS

Experience Preferred

2 years EMT- P or RN exception; 1 year PS

2 years firefighting

Required Qualifications

Must be at least 18 years of age

Must obtain a valid Commercial Driver License issued by the State of Iowa

Shall generally be available for off-hour meetings, phone calls and special assignments

Must pass department physical ability test

Pass a physical fitness examination by a medical agency approved by the Clive Fire Department

Must live within 30 miles or 30 minutes of the city limits of Clive

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

JOB RESPONSIBILITIES RELATED TO PATIENT PRIVACY:

The employee is expected to protect the privacy of all patient information in accordance with the Clive Fire Department 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 company 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 company 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 company privacy training and is required to communicate privacy policy information to coworkers, students, patients and others in accordance with company policy.

BENEFITS

This position is part-time and no benefits are provided, unless specifically communicated.

PHYSICAL AND ENVIROMENTAL CHARACTERISTICS

Required Physical Activities

Climbing, balancing, stooping, kneeling, crawling, reaching, standing, walking, pushing, pulling, lifting, fingering, 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 be forced to 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 work pace pressure, and irregular hours.

Visual Requirements

Must meet visual requirements to obtain a Commercial Driver License from the State of Iowa.

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

Memo

TO: Mayor and Council members
FROM: Mark Rehberg, Captain / Operations Commander
DATE: July 9, 2026
RE: 3rd Consideration of Proposed Ordinance 1178 Amending Title 6, Chapter 7, Personal Transportation and Mobility Devices.

SYNOPSIS:
For consideration is Ordinance 1178, Title 6, Chapter 7, Personal Transportation Devices. This item was addressed during strategic planning in August 2025. Working regionally with other communities, we have crafted language to address the use of all types of devices, including electric and human-powered, as well as created rules for safe operation on streets, sidewalks and multi-use trails.

This is the third of three readings and there are no changes from what was presented at the last council meeting. Comment from the community has continued mainly through social media. Those comments have primarily focused on the safety of riders and curtailing the behavior of riders of these devices. Staff did receive one e-mail from a representative of the Des Moines Street Collective, who does not favor the definition we use to describe E-motos. Earlier in this process, staff also took into account several other areas of concern with the Street Collective and incorporated language to address those concerns.

Included with the final clean version of the proposed ordinance is a side-by-side comparison created by the Norwalk City Manager, Luke Nelson. You will see there are similarities across all three versions of the Clive, Waukee and Norwalk proposals, with the Clive version being labeled as "Balanced and Flexible."

Staff is recommending final approval and adoption of Ordinance 1178.

Attachments:

a. Final Clean Ordinance dated 07/02/2026.

b. E-Bike and Personal Transportation Device Ordinance Comparison.

Attachments:
1. Final Clean 07022026
2. image (1)

ORDINANCE NO. 1178
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 vehicle with a motor that produces more than 750 watts, 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.

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 bicycle, low-speed electric bicycle, 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 a~~n~~ 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

E-BIKE & PERSONAL TRANSPORTATION DEVICE ORDINANCE COMPARISON

Clive • Waukee (June 15, 2026) • Norwalk Draft

POLICY AREA	CLIVE	WAUKEE (June 15, 2026)	NORWALK DRAFT
General Roadway Use Allowed? (All PTDs)	✓ Yes	✓ Yes (Restrictions Apply) E-scooters, pedestrian conveyance, skates, and skateboards prohibited on roadways over 25 mph and may be required to use adjacent sidewalks, trails, or bike lanes when available. Bicycles and low-speed e-bikes remain permitted on roadways.	✓ Yes
Allows PTDs on Sidewalks	✓ Yes (unless posted otherwise)	✓ Yes (unless posted otherwise or within a dismount zone)	✓ Residential only
Allows PTDs on Trails	✓ Yes	✓ Yes	✓ Yes
Allows Class 3 E-Bikes on Trails	✓ Yes	✓ Yes	✗ No
Allows Motorized Bicycles on Trails	✗ No	✗ No	✗ No
Allows E-Motos / High-Speed Pedestrian Conveyances on Trails	✗ No	✗ No (Also prohibited in parks and green spaces)	✗ No
Addresses E-Motos / High-Speed Pedestrian Conveyances Specifically	✓ Yes	✓ Yes (Defined as devices >750 watts or capable of speeds >20 mph.)	✓ Yes
Addresses Pocket Bikes / Gas-Powered Devices	! Indirectly (not specifically listed; addressed via definitions & State Code)	! Indirectly (not specifically listed; addressed via definitions & State Code)	✓ Yes (specifically defined and prohibited)
Trail / Sidewalk Speed Limit	20 mph (default unless posted otherwise)	20 mph (default unless posted otherwise)	20 mph Guidance (not a strict speed limit)
Requires Night Lighting	✓ Yes	✓ Yes	✓ Yes
Age Restrictions (PTD Operators)	✓ • Class 3 E-Bikes: 16+ • EPAMD Operators: 16+ • No minimum age for other PTDs	✓ • Class 3 E-Bikes: 16+ • EPAMD Operators: 16+ • No minimum age for other PTDs	! No minimum age for operation; however, see Parent Responsibility provision (below) for riders under 14.
Parent Responsibility Provision	✗ No	✗ No	✓ Yes – Parents/guardians may be cited for violations committed by a child under 14.
Municipal Infraction Enforcement	✗ No (Simple Misdemeanor)	✗ No (Simple Misdemeanor)	✓ Yes (Municipal Infraction)
Enhanced Penalties for Injury	✗ No	✗ No	✓ Yes (Higher fines if injury occurs)
Do Automobiles Yield to PTDs in Pedestrian Areas?	✓ Yes – Vehicles must yield the right-of-way to pedestrians and PTDs in crosswalks and at trail/ sidewalk crossings.	✓ Yes – Vehicles must yield the right-of-way to pedestrians and PTDs in crosswalks and at trail/ sidewalk crossings.	✓ Yes – Vehicles must yield the right-of-way to pedestrians and PTDs in crosswalks and at trail/ sidewalk crossings.

* PTDs = Personal Transportation Devices

LEGEND

- ✓ Yes / Allowed
- ✗ No / Prohibited
- ! Indirectly / Limited / See other code
- 20 Guidance – Not a strict speed limit

KEY TAKEAWAYS

CLIVE
Balanced & Flexible

- Allows roadway use and PTDs on most sidewalks and trails.
- Regulates E-Motos and motorized bicycles.
- Class 3 E-Bikes and EPAMD operators must be 16+.

WAUKEE (June 15, 2026)
Structured & Code-Based

- Allows roadway use with clear restrictions: certain devices banned on roadways over 25 mph and may be required to use adjacent facilities.
- Regulates E-Motos / High-Speed Pedestrian Conveyances and bans them on trails, parks and green spaces.
- Class 3 E-Bikes and EPAMD operators must be 16+.

NORWALK DRAFT
Most Comprehensive

- Addresses E-Motos, pocket bikes, and internal combustion devices.
- Provides parental responsibility for riders under 14.
- Uses municipal infractions with escalating fines.
- Enhanced penalties when violations result in injury.

All three ordinances share common provisions for safety, yielding to pedestrians, lighting, and a 20 mph speed limit on trails and sidewalks (when not posted otherwise).

Memo

TO: Mayor and Council members
FROM: Matt McQuillen, City Manager
DATE: July 9, 2026
RE: Strategic Plan Action Items Update

SYNOPSIS:
During the July 9 meeting, the City Manager will provide a brief update on the progress of certain Top and High priority items as identified in the 2025-2026 Clive Strategic Plan. Attached is a slide deck summary of the update and the City Manager welcomes questions and feedback during the discussion on these items. A one-pager outlining the top and high priorities is also included for reference.

Attachments:
1. July 2026 SP Update CC Pres 7-9-26
2. Clive SP One-Page Summary 2025-26

2025-2026 Clive Strategic Plan

Top and High Priority Action Item Update

City Manager Matt McQuillen

July 2026

Policy Agenda – Top Priority

- Long-Range Financial Modeling and Comparison City Study
  - 10-Year Financial Forecast from PFM in March
  - PFM utilizing criteria to pilot run one comparison city
- Fire-EMS Collaboration and Multi-Communities Study
  - Data collection and site visits complete, now analysis
  - Target to have initial study recommendations by August
- Clive's Regional Partnerships
  - DART and PCEMA discussions and actions complete
  - Housing Solutions Alliance developing city ask for Fall?
- Organizational Effectiveness and Capacity – Internal discussions and development underway, nothing formal yet

Policy Agenda – Top Priority

- Alice's Road Corridor Plan
  - Phase 1A nearing completed, Phase 1B underway
  - Discussions on-going w/ property owners, Acquisitions
- 86th/Alice Redevelopment
  - Demolition of Bruce Engine site nearly complete
- Harbach Center Operations and Local Partnerships
  - Staff presented status of Harbach Center during budget
  - Future discussions w/ School District and redevelopment opportunities in the area

Policy Agenda – High Priority

- Housing Preservation Policies and Programs
  - Pilot funding (3 Years) secured in recently approved CIP
  - Program discussions to be presented at 7/23 meeting
- Major Streets/Crosswalks Evaluation
  - SS4A grant secured for University Ave Corridor Study
  - Additional grant being sought for 86th Street corridor
- Fire Station 22 w/ WDM
  - Council approved agreement termination in June
  - Clive/WDM staff proceeding with transition plan for Jan 1, 2027
- Water Resources Master Plan
  - State of Clive Water presentation earlier this year
  - 2026 tree program complete, SQR project hearing on 7/23
  - Alice's Road Stormwater Mgmt Plan as presented in April

Policy Agenda – High Priority

- Street Service Level Projects
  - Reviewed results of study with Council during CIP workshop and incorporating priorities into future CIP
- Speeding and Safety on Trails
  - 3rd reading of Personal Transportation Ordinance on 7/9
  - Pending approval, followed up with education plan
- Encroachments Policy and City Actions
  - Recent discussion with City Council on direction
  - Staff will work on implementation and logistics plan for direction, including final policy draft and any Code changes needed

Policy Agenda – Moderate Priority

- Little Walnut Creek Stream Stabilization and Trail Extension
  - Vegetation management from Alice's Rd to Westgate done
  - Next phase from Westgate to Warrior this fall/winter
  - Permits have been submitted for next phase of stream stabilization from Alice's to Warrior, likely in two phases
  - Trail bridge installation in 2027 pending permits
- New Utility Billing Rate Structure/Water Ordinance Updates
  - Council approved new water rate structure (fixed/variable)
  - Staff and legal wrapping up review of Title 8/Chapter 1 code sections for Water operation changes, August pres

Management Agenda – Top Priority

- Hickman Road/I-35 Interchange
  - Trail segment underneath interstate to reopen end of July
  - Staff working w/ Urbandale on maintenance and access agreements for Hickman
- Linnan Park Reconstruction
  - Construction on schedule, complete in late July
  - Ribbon cutting scheduled for Back to School Bash 8/7
- AI Strategy/Capacity Building
  - City Council AI Policy adoption earlier this year
  - Surveying staff on AI use cases and forming AI team
  - Axios HQ implementation and Citibot Refresh for website

Management Agenda – Top Priority

- University Blvd Flood Mitigation Plan
  - University Scoping Plan Complete, railroad bridge
  - FEMA grant released, working on acquisitions
- Economic Development w/ Greater Dallas County Alliance
  - Educational meetings with GDCDA staff complete
  - Establishing relationships with property owners to move forward on priority areas (Alice's Road/Berkshire Office)
  - GDCDA to provide annual update report at 7/23 meeting
- Greenbelt Landing Project
  - Project is now substantially complete
  - Donor Reception and Grand Opening at Clive Festival

Management Agenda – High Priority

- City Hall Remodel Project Completion
  - Remodel project and parking lot resurfacing complete
  - Bidding for re-roofing later this summer/fall
- Rental Housing Registration and Inspection Program
  - New program in implementation
- Non-Union Employee Compensation Study
  - Study recommendations reviewed with Personnel Committee
  - Approval of one-time market salary adjustment on 2/26
- University Blvd Pump Station, still working to finalize location
- Clive-WDM Schools Collaboration
  - Indian Hills Greenspace master plan, lack of responses to RFP
- Mgmt and Employee Succession Planning, update in August

City of Clive: Strategic Plan

VISION 2040

CLIVE 2040
Is a *BEAUTIFUL and SAFE* City with *GREAT RESIDENTIAL NEIGHBORHOODS*
through Buildout.

CLIVE 2040
provides *EXCEPTIONAL FAMILY LIVING* and *OPPORTUNITIES FOR PERSONAL WELLNESS.*

CLIVE 2040
has the *DISTINCTIVE CLIVE GREENBELT,*
and a *REVITALIZED 86th STREET CORRIDOR/NEIGHBORHOOD.*

We take *PRIDE IN CLIVE!*

GOALS 2030

Financially Sound City
Providing Services Valued by the Community

Resilient City Facilities and Infrastructure

Revitalized 86th Street Neighborhoods

GREAT PLACE TO LIVE:
THE PREMIER LOCATION FOR FAMILIES

DISTINCTIVE CLIVE GREENBELT

OUR MISSION

OUR MISSION is to provide

HIGH QUALITY, CUSTOMER VALUED MUNICIPAL SERVICES in a

FINANCIALLY RESPONSIBLE MANNER

through a **DEDICATED WORKFORCE**

resulting in **SATISFIED CUSTOMERS**

and a **SUSTAINABLE CLIVE COMMUNITY**

COST- EFFECTIVE DELIVERY

FORWARD THINKING	△	**CONTINUOUS IMPROVEMENT**

CORE BELIEFS

CLIVE TEAM

We **S** ***erve***

We are **P** ***roductive***

We act with **I** ***ntegrity***

We take **R** ***esponsibility***

We are **I** ***nnovative***

We practice **T** ***eamwork***

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POLICY AGENDA
2025 – 2026

Top Priority

Financial "Dip" Plan:
Report with Options and Recommendations, Direction, Funding and City Actions

Fire-EMS Collaboration with Multi-Communities Study:
Completion, Reporting and Direction
iIncluding Concept of Fire District)

Clive's Regional Role: Discussion and Framework for the Future: CIWW; DART; Homelessness Blueprint
Polk County Emergency Management

Organization Effectiveness, Health and Capacity:
Recommendations, Direction and Funding

Alice's Road Corridor Plan:
Road Design, Stormwater Strategy, ROW Acquisition, Trail and Collaboration with the City of Waukee and Funding

86th/Alice Corner Redevelopment Direction:
Vision/Outcomes, City Role and Tools, Acquisition, Community Engagement and Link to Linnan Park Project

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

High Priority

Housing Preservation Strategy/Policies/Programs:
Aging Housing Data Collection, Goals/Desired Outcomes, Best Practices, Options, Direction, and Funding (including Single-Family Homes)

Major Streets/Crosswalks/More Walkable:
Goals, Best Practices, Report with Options, Direction and Funding

Fire Station 22 with City of West Des Moines:
Report, Direction and Funding

Water Resources Master Plan Implementation:
Annual State of Clive Water Report, Grant Program, MS4 Compliance Strategy
(City infrastructure and inspection focus),
mapping places for future regional stormwater practices, and Water Conservation Strategy

Street Service Level and Projects Strategy:
Update PCI Data, Update Study, Report Presentation and Recommendations,
Direction and Funding

Speeding and Safety on Trails:
Problems, Report with Options, Revise Ordinance Link to MAC
(Including Electric Bikes)

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

MANAGEMENT AGENDA
2025– 2026

Top Priority

Hickman Road/I-35 Interchange Project (IDOT Project):
Community Impacts, Communications, Monitoring and City Actions

Linnan Park:
Construction Complete, Neighborhood Engagement, Programming and Ribbon Cutting

AI Strategy/Capacity Building:
Direction and Funding

University Flood Mitigation Plan: Implementation – Buyout Program: Next Steps; Project Scope

Economic Development through the Greater Dallas County Development Alliance:
Membership Execution and Reports

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

High Priority

City Hall Remodel Project – Phase 2: Completion

Rental Housing Registration and Inspection Program:
Program Goals, Options, Direction and Funding

Non-Union Compensation:
Evaluation, Report and Direction,
and Funding Implementation

University Boulevard Pump Station Relocation Project:
Grant Application, Design and Funding

Clive-WDM Schools Collaboration – Indian Hills Greenspace Redevelopment/Master Plan

Management and Employee Succession Planning Program: Update Report

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