



## **CLIVE CITY COUNCIL**

AGENDA, REGULAR MEETING

1900 NW 114th Street

September 25, 2025 6:00 PM

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

link: <https://us06web.zoom.us/j/88299032975> - Meeting ID: 882 9903 2975 - One tap  
mobile: +13052241968,,88299032975# US

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### **Call to Order/Roll Call/Pledge of Allegiance**

### **Approval of the Agenda**

#### **Citizens Presentation**

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

#### **Presentation**

1. Donation from Clive Running Festival

#### **Consent Items**

1. City Manager Memo
2. City Manager Report - August 2025
3. Assistant City Manager Tech Services Report - August 2025
4. Administrative Services Monthly Report - August 2025
5. Leisure Services Report - August 2025
6. Community Development Report - August 2025
7. Fire Department Report - August 2025
8. Police Department Report - August 2025
9. Public Works Monthly Report - August 2025
10. Treasurer's Report - August 2025
11. Approve 09/11/2025 City Council Minutes
12. Approve 09/13/2025 City Council Strategic Planning Minutes
13. Bill List
14. Approve Retail Alcohol Sales License Renewal Application - Cooper's Hawk - 12801 University Avenue
15. Approve Retail Alcohol Sales License Renewal Application - Cracker Barrel - 11701 University Avenue

16. Approve Retail Alcohol Sales License Renewal Application - West Des Moines Elks Lodge - 2060 NW 94th Street
17. Resolution Approving Temporary Street Closing - Block Party - NW 96th Street between Lincoln Ave. and Sunset Terrace - Saturday, September 27, 2024 - 4:00 p.m. - 9:00 p.m.
18. Approve Pay Request #3 - SKOL Trucking, LLC - 2025 Arterial PCC Pavement Rehabilitation Project - \$78,882.25
19. Approve Pay Request #3 - Howrey Construction, Inc. - Little Walnut Creek Trail Reconstruction East of Alice's Road - \$258,944.49
20. Approve Pay Request #6 - Des Moines Asphalt and Paving - Country Club Boulevard HMA Pavement Rehabilitation Project - \$6,032.50
21. Approve Pay Requests #8 & #9 to RDG - Cirksena Park CA Services - \$1,637.66
22. Approve Pay Request #9 - DCI Group - City Hall-Library Phase 1 Remodel Project - \$12,273.60
23. Approve Pay Request #9 - Corell Contractor - Cirksena Park Construction - \$78,264.19
24. Approve Pay Request # 10 - Greenbelt Management Study Phase 2 - RES - \$2,690.00
25. Approve Pay Request #13 - Stantec Consulting Services - Little Walnut Creek Restoration and Trail Construction - \$33,385.00
26. Approve Pay Request #14 - Stantec Consulting Services - Little Walnut Creek Restoration and Trail Construction - \$12,481.25
27. Approve Pay Request #15 - Stantec Consulting Services - Little Walnut Creek Restoration and Trail Construction - \$37,334.25
28. Approve Pay Request #16 - Stantec Consulting Services - Little Walnut Creek Restoration and Trail Construction - \$16,217.50
29. Resolution Approving Service Agreement with Physicians Claims Company and the Clive Fire Department
30. Resolution Approving Submission of Bravo Public Art Grant for Temporary Art Installation - The Listening Field
31. Resolution Approving Nuisance Abatements - 3430 NW 169th Street, 17827 Creekside Drive, 3949 NW 181st Street - Mowing
32. Receive and File Board of Adjustment Minutes 07/15/2025
33. Receive and File Building Code Appeals Board Meeting Minutes 06/19/2025
34. Accept corrected Decision & Order for Board of Adjustment Case #BOA25-000001 - 9051 Swanson Boulevard - Calvary Chapel Living Hope
35. Resolution Setting a Date (10/09/2025, 6:00 p.m.) of Meeting at Which it is Proposed to Approve a Development Agreement with Dehner Distillery, LLC, Including Annual Appropriation Tax Increment Payments
36. Approve Pay Rate - Jamie Miller - Community Development Administrative Specialist - \$32.15/Hr - Effective 10/08/25
37. Resolution Approving Amended Job Descriptions for Various Full-Time Positions



## **Action Items**

1. Public Hearing - Consideration for Amending Provisions of Title 10 Building Regulations of the City of Clive Regarding: Chapter 12 (Rental Housing Code)
  - a. 1st Consideration of No. Ordinance 1172 - Amend Provisions of Title 10 Building Regulations of the City of Clive Regarding: Chapter 12 (Rental Housing Code)
2. Public Hearing - 2025B proposal to enter into a General Obligation Urban Renewal Loan Agreement - \$5,910,000
  - a. Resolution taking additional action on proposals to enter into a General Obligation Urban Renewal Loan Agreement
3. Public Hearing - City Hall Phase 2 Remodel - Prime Contract #2 Rebid
  - a. Receipt of Bids
  - b. Award Construction Contract - Bid Package #2 - Aluminum Frames & Glazing - Elite Glass & Metal - \$135,370.00
4. Public Hearing for the Approval of Second Amendment to Tower Lease with Option with T-Mobile Central LLC
  - a. Resolution Approving Second Amendment to Tower Lease with Option with T-Mobile LLC
5. Site Plan Amendment - Parks Maintenance Facility - 1885 NW 123rd Street
6. 2nd Consideration of Proposed Ordinance 1166 - Zoning Ordinance Amendment Regarding Commercial Entertainment Uses
7. 2nd Consideration of Proposed Ordinance 1171 Providing for the Division of Taxes Levied on Taxable Property in the September, 2025 Addition to the Clive Urban Renewal Area, Pursuant to Section 403.19 of the Code of Iowa
8. 2nd Consideration of Proposed Ordinance 1167 Liquor Licenses and Beer and Wine Permits
9. 2nd Consideration of Proposed Ordinance 1168 Cigarette & Tobacco Sales
10. 2nd Consideration of Proposed Ordinance 1169 Public Hearing Requirements
11. 2nd Consideration of Proposed Ordinance 1170 Service Animal Misrepresentation

## **Correspondence**

1. Email Regarding Fall Branch/Brush Collection

## **Reports**

## **Adjournment**



## Memo

**TO:** Mayor and Council members

**FROM:** Richard Brown, Leisure Services Director

**DATE:** September 25, 2025

**RE:** Donation from Clive Running Festival

### **SYNOPSIS:**

Tom Trygstad, Race Director, will be on hand to present a donation check to the City of Clive from proceeds from past races.

Attachments:

None



## Memo

**TO:** Mayor and Council members  
**FROM:** Matt McQuillen, City Manager  
**DATE:** September 25, 2025  
**RE:** City Manager Memo

### **SYNOPSIS:**

Attached please find the City Manager's Memo for the September 25, 2025 meeting of the Clive City Council.

### Attachments:

1. General Info Memo 9-25-25



## MEMO

**To: Mayor Edwards and Clive City Council**

**From: City Manager Matt McQuillen**

**Date: September 22, 2025**

**Re: General Information Memo – September 25, 2025 City Council Meeting**

The September 25, 2025, City Council meeting will be in-person in the newly renovated Council Chambers at Clive City Hall & virtually at: <https://us06web.zoom.us/j/88299032975>

**Consent Agenda** – A few of items to note on the consent idea. First, over the past year Fire Chief Garcia has been evaluating the effectiveness of our current EMS billing service and recently solicited bids following concerns with our current provider. After receiving three bids, staff would recommend award of the contract to Physicians Claims Company (PCC) to serve as Clive's new EMS billing vendor. Second, staff is ready to submit a grant to Bravo Greater Des Moines for a 2026 project called "The Listening Field". More details on the project are included in the agenda packet. Third, staff and bond counsel are ready to set the October 9, 2025 meeting for a public hearing to consider a development agreement with Dehner Distillery for financial assistance. Finally, with Kelly Rivera set to retire at the end of this calendar year, staff is ready to present the wage rate for Jamie Miller to replace Kelly as Community Development's Administrative Specialist. Jamie will start in October to have two months of overlap with Kelly for training and transition.

**Presentation** – At the beginning of the meeting we will have Tom Trygstad, Director of the Clive Running Festival, present a donation check to the City from previous races.

**Public Hearing: Rental Housing Regulations** – Last year the City Council identified reviewing and evaluating the City's Rental Housing Program and related regulations as a priority policy agenda item. Over the past year staff, along with a variety of stakeholders, including Councilmember Klein, have been meeting to evaluate the existing program to determine if any significant updates or changes are needed prior to initiating the next six-year cycle for the program. The stakeholder group and staff presented the Building Code & Appeals Board the draft ordinance for amending provisions of the City's Rental Housing Code and a public hearing is scheduled for the September 25 meeting for the City Council to consider those proposed amendments.

During the meeting, Construction Services Administrator Ryan Mayer will present the efforts over the past year and the proposed changes to the Rental Housing Code. As is noted in the presentation included in the agenda packet, staff is not proposing significant changes to the Code, however additional enforcement mechanisms are being proposed, like what other Iowa cities are utilizing to ensure the Rental Housing Code is effectively implemented. Legal Counsel has reviewed the draft ordinance and is generally in support of the changes, however they continue to evaluate the new enforcement mechanisms. Any potential Code tweaks from Legal Counsel to the enforcement section will be presented at the second reading if the first

reading is approved on September 25. The Building Code & Appeals Board and staff would recommend your approval of the first reading.

**Setting Public Hearing for 2025B Urban Renewal Bond Issue** – A public hearing is scheduled to consider a GO Urban Renewal loan agreement in the amount not to exceed \$5,910,000 to support the Alice's Road Reconstruction capital project. Revenues from Tax Increment Financing within the Urban Renewal Area will support the debt service associated with this bond issue and therefore have no impact on the Debt Service Levy Rate. However, if the State of Iowa were to drastically change the Urban Renewal/TIF laws in Iowa the bond issue would be backed by the full faith and credit of the City's taxing authority. Following the public hearing, staff would recommend approval of the loan agreement.

**Public Hearing: Rebid of Contract #2 for CH Remodel Phase 2** – A public hearing is scheduled for the September 25 meeting to consider the rebid of bids received for Prime Contract #2 (Aluminum Frames & Glazing) for the City Hall Remodel Phase 2 Project. On September 11, the City received three bids for the work with Elite Glass & Metal as the lowest responsible bidder at \$135,370, slightly below DCI's estimate of \$137,453.54. The City and DCI have experience working with Elite, as Elite was the glazing contractor on the Clive Public Safety Center Project. Staff and DCI would recommend award of Prime Contract #2 to Elite Glass & Metal in the amount of \$135,370.

**Public Hearing: Water Tower Lease Amendment** – At your September 25 meeting a public hearing is scheduled for the consideration of the 2<sup>nd</sup> amendment to the City's water tower lease (104<sup>th</sup> St Tower) with T-Mobile for locating cellular equipment on the tower. The 2<sup>nd</sup> amendment provides for an extended term of the agreement now that T-Mobile has merged with Sprint (who was located on the tower previously) and for an increase in the lease terms of 20% to \$2,300 per month. Staff compared water tower lease rates with our neighboring communities and found the rental rate proposed to be competitive in the market. Legal Counsel has reviewed the proposed amendment and staff would recommend approval.

**Parks Maintenance Site Plan Amendment** – Included in the Capital Equipment Plan for this fiscal year is the addition of a small lean-to enclosure on the north side of the Cold Storage Building at the Parks Maintenance Facility in Campbell Park. The lean-to will be attached to the Cold Storage Building and provide cover for certain equipment currently housed in the yard to reduce the impacts of the elements to snowplows and other pieces of equipment subject to rusting. To complete this project the City needs to consider a site plan amendment to allow for the addition. Details of the project and site plan amendment are included in the agenda packet for your review. The Planning & Zoning Commission reviewed the site plan at their September 2 meeting and would recommend approval.

**2<sup>nd</sup> Reading: Commercial Entertainment Uses Ordinance** – Following the public hearing and 1<sup>st</sup> reading approval at your September 11 meeting, staff would recommend 2<sup>nd</sup> consideration of amendments to the City's Zoning Code related to commercial entertainment districts. Through efforts to fill vacancies in larger commercial spaces, staff have determined allowing commercial entertainment uses in the C-4 District may be desirable. A commercial property owner within the City reached out to staff to discuss an ordinance change when a leasing opportunity came before them. Staff developed an ordinance amendment to allow for more flexibility for these uses within commercial districts to provide opportunities for these commercial property owners to reposition their properties to the changing demands of the commercial market, especially for entertainment uses. At their September 2 meeting, the Clive Plan & Zoning Commission reviewed and recommended approval of the proposed zoning ordinance amendment. Staff have not received any comments or concerns since the first reading was approved.



**2<sup>nd</sup> Reading: Urban Renewal Plan Amendments Ordinance** – Following the public hearing and 1<sup>st</sup> reading approval at your September 11 meeting, staff would recommend 2<sup>nd</sup> consideration of various amendments to the City's Urban Renewal Plan. Over the past number of months, staff and bond counsel from Dorsey & Whitney have been working on amendments to the Urban Renewal Plan to allow for the addition of new economic development projects associated with the Dehner Distillery Project (for which the City Council recently approved the site plan) and the upcoming Fortress Bank project at the corner of Hickman Road and 111<sup>th</sup> Street. Both projects are requesting the City's financial participation through tax rebate payments. To allow for these financial incentive programs they need to be included within the Urban Renewal Plan. At their September 2 meeting, the Clive Plan & Zoning Commission reviewed and recommended approval of the proposed Urban Renewal amendments. Staff have not received any comments or concerns since the first reading was approved.

**Ordinances Amending City Code to Conform with State Law Changes** – Earlier this year the Iowa Legislative made several changes to Iowa Code impacting Iowa cities. To date, the City has updated several City Code regulations related to Fireworks, Accessory Dwelling Units and Zoning Variances (earlier in this same meeting) because of these state legislative changes. There are several small Iowa Code changes that still need to be addressed and many of these items are positive clarifications and changes for City operations. In collaboration with the City's Codifier, the City Clerk has included within the agenda packet four new ordinance amendments addressing these small City Code changes to ensure Clive is in conformance with state law. For each of the ordinances the City Clerk has included a brief description of the change along with the actual ordinance amendment document itself. Staff would recommend your consideration of the second readings of these ordinances amending the City Code related to Liquor Licenses/Beer/Wine Permits, Cigarette & Tobacco Sales, Public Hearing Requirements and Service Animal Misrepresentation. Staff have not received any comments since the first readings were approved.

### **Tentative Upcoming Agenda Items**

#### *October 9*

- Public Hearing – Consideration of Development Agreement with Dehner Distillery LLC
- Action – Annual Strategic Plan Update
- Action – Resolution Approving Walnut Creek Watershed Management Authority 5-Year Goals
- Action – Resolution Approving Membership to the Greater Dallas County Development Alliance
- Action – 3<sup>rd</sup> Reading of Various Ordinances related to State Law Changes
- Action – 3<sup>rd</sup> Reading of Ordinance Amendment Regarding Commercial Entertainment Uses
- Action – 3<sup>rd</sup> Reading of Ordinance Amending Clive Urban Renewal Area
- Action – 2<sup>nd</sup> Reading of Ordinance Amending the Rental Housing Code

#### *October 23*

- Action – 3<sup>rd</sup> Reading of Ordinance Amending the Rental Housing Code
- Action – Professional Services Agreement w/ Snyder & Associates (Phase 4 Alice's Road Design)





## Memo

**TO:** Mayor and Council members

**FROM:** Matt McQuillen, City Manager

**DATE:** September 25, 2025

**RE:** City Manager Report - August 2025

### **SYNOPSIS:**

Attached please find the City Manager's monthly report for August 2025.

### Attachments:

1. CM Report 9-25-25



## MEMO

To: Mayor Edwards and Clive City Council

From: City Manager Matt McQuillen

Date: 9/22/25

Re: City Manager's Report – August 2025

### City Manager Expenditure Authorization Report (Up to \$25,000 Per Item)

| <u>Consultant/Entity</u> | <u>Amount</u> | <u>Date</u> | <u>Services To Be Provided</u>                                                                                                                     |
|--------------------------|---------------|-------------|----------------------------------------------------------------------------------------------------------------------------------------------------|
| LA Fulton & Sons         | \$1,265.00    | 8/22/25     | City Hall-Library Phase 1 Project CO #4 – Mop Sink Sewer Connection Repair.                                                                        |
| Dahl AC & Heating        | \$1,143.00    | 8/22/25     | City Hall-Library Phase 1 Project CO #1 – Addition of Council Chambers Return Grilles in Ceiling                                                   |
| Air-Con Electric         | \$17,777.22   | 9/12/25     | GB Landing Project CO #5 – Security System Changes, Electrical Adjustments for Public Art Feature and Stage Panel Enclosure Modifications          |
| DeVries Electric         | \$183.02      | 9/8/25      | City Hall-Library Phase 1 Project CO #6 – Additional electric motor door opening hardware for library                                              |
| On Track Construction    | \$2,677.40    | 9/12/25     | GB Landing Project CO #4 – Storm Sewer Modifications                                                                                               |
| Keystone Construction    | \$8,768.45    | 9/18/25     | City Hall-Library Phase 1 Project CO #7 – Mop sink plumbing repair, Library door hardware change and additional hardware for Council Chambers door |

### Clive Plan 2024-2029-2039

Not Started is Shown in Red    In Progress is Shown in Blue    Completed is Shown in Green

### Policy Agenda Items – Top Priority

**Comprehensive Financial Policy and Strategy/CEP Financial Adjustment** – The budget development process has been completed with the adoption of the annual Capital Improvements Plan update occurring



back in December and the presentation of the proposed FY 25-26 Operating Budget for City Council consideration during the February budget workshops. In December staff brought forward the purchase agreement for the Fire Engine replacement utilizing current fiscal year cash reserves for the purchase and will have a budget transfer to set aside the funds for this purchase while the City awaits apparatus delivery. Final steps in the process of the Budget Public Meeting on March 27 and the City Council's public hearing and formal consideration and adoption of the FY 25-26 Budget at the April 10 meeting have been completed therefore this item is considered complete.

***Clive's Regional Role: Discussion and Framework for the Future*** – Over the past year discussions occurred with entities such as DART, the Greater Des Moines Partnership and others on the value add they are providing to Clive for the City resources that are deployed to these entities. In November and December, the City Manager engaged with the Council on these various relationships to seek your overall direction on Clive's role and position within the regional dialogue and membership with these entities. In April the City Manager Group finalized draft amendments to the 28E agreements for Catch Des Moines/CVB and Bravo Greater Des Moines. Approvals of the amendments started in late April and continued into May with Clive's approval on May 22, completing this item for this strategic planning cycle.

***Financial "Dip" Plan*** – During the September 26 City Council meeting representatives from Public Financial Management (PFM) presented a scope of services outlining the various components for the City to create a Financial "Dip" Plan for Clive to ensure the City has visibility to our financial future as the City reaches its built-out condition and manages the legislative changes from the Iowa Legislature. During the September 26 meeting PFM outlined the three main components of scope and the Council authorized the City to move forward with phase 1 of the work to develop a 10-year financial "base" case of the City's current track on revenues and expenditures based on current service delivery and capital investment strategies. Progress on the project picked back up in July and early August with adjustments to the financial model to ensure it is based on the City's various operating funds. Work continued in August on the potential short term scenarios for both revenue and expenditure considerations prior to finalizing the model.

#### Policy Agenda Items – High Priority

***Harbach Center: Vision Concept and Operations*** – For this item elected officials and staff will continue engagement with the West Des Moines School District on the possibility of joint facilities going forward when the City needs to make major reinvestments in the Harbach Center. In November those discussions started with the first joint meeting of the City/School group, and has continued with subsequent meetings in January, April and July. Also, staff are tasked with reporting on the condition of the Harbach Center building and the success of the programming/building utilization later this summer. Based on the City Council's recent strategic planning workshops this work on evaluating the Harbach Center will continue.

#### Policy Agenda Items – Moderate Priority

***State Agenda Advocacy and Lobbying A. West Metro B. IaCMA*** – The Assistant City Manager coordinated with staff of the West DSM Metro communities on how we can coordinate budget and property tax storytelling to our communities and state legislators earlier this spring. In April communications continued showing common sense partnerships metro cities are already doing, along with showing the impact of services being reduced/ending due to property tax limitations being deployed by West DSM Metro cities as all these cities finalized their budgets for the coming fiscal year.



The City Manager is co-chairing the new Iowa City/County Managers Association (IaCMA) Legislative Affairs Committee to strategize on how cities can work better together and build coalitions with other organizations throughout the state on the value cities bring with the resources we deploy in our communities to help the state's economy. In August, conversations with the Iowa League of Cities and other IaCMA members occurred to work on an interim strategy to develop proactive property tax and tax increment financing (TIF) proposals to model and research during the interim period to be prepared for the 2026 legislative session where these topics will continue to be a focus of the legislature. The City Manager participated in a session at the Iowa League of Cities Conference last week to discuss the League's legislative priorities, including Property Tax and TIF reform.

#### Policy Agenda Items – Low Priority

**86<sup>th</sup> Street Neighborhood Plan/Activation** – Staff continues activation efforts in the 86<sup>th</sup> Street Neighborhood with short-term focus on establishing a joint City/WDM Schools Group made up of two elected officials for each entity along with the School Superintendent and City Manager. The goal is to grow the relationship between the two entities specifically focused on the 86<sup>th</sup> Street Neighborhood/Crestview School. The second joint newsletter was distributed in late-May. In addition, over this past month staff reviewed 17 proposals for a public art mural on the northside of the Harbach Center, supported by a Bravo grant, and selected the preferred artist to deploy the mural. Also on July 1 the City held a ground breaking for the Linnan Park Reconstruction project. Finally, as we look to next month, the Back-to-School Bash with the WDM School District is on August 8 at Crestview School of Inquiry.

**Service Collaboration Strategy and Actions Plan** – For this action, the City Manager's Office will work with departments in the spring as a part of the "Dip" Study work to identify potential service collaborations we have yet to pursue with surrounding city jurisdictions. Work on this item started this spring in coordination with the initial departmental meetings/interviews by the PFM team in coordination with the "Dip" Study. Continuation of this item will take different forms following the latest strategic planning cycle.

#### Management Agenda Items – Top Priority

**City Hall/Library Security Remodel** – Phase 1 is now complete, and in August the City Council has returned to the newly renovated Council Chambers along with the Leisure Services staff. Construction bidding efforts for Phase 2 were completed in August and consideration of four of the five bids occurred at the August 28 meeting with contracts awarded. The last construction contract for aluminum frames and glazing has been rebid and will be presented at the September 25 meeting for contract award. For Phase 2 the Administrative Services and Community Development staff teams have relocating to the Harbach Center during construction, with the City Manager's Office remaining in City Hall in the Phase 1 area.

#### Management Agenda Items – High Priority

**Westcom New Dispatch Facility** – Earlier this year Westcom identified the need for future facility needs associated with the growth of the dispatch staff as the six cities supported by Westcom continue to grow. Initially it was projected that an Owner's Representative would be hired to advise the Westcom communities on the best processes to identify space needs and evaluate potential facility strategies to accommodate the growth. At this point these activities have been put on hold pending further conversations amongst the member communities on the level of this investment and funding support for Westcom.



### Management In Progress Items

**Executive Team: Transitions/Relationships** –The Executive Team is always working on relationship building amongst each other and with the newer members. Some specific recent work included a webinar series the Team went through focusing on how we have conversations with each other. In addition, the City Manager held a group retreat in mid-January to continue the development of relationships amongst the Executive Team members. In June, as a part of the City Manager's performance review, the Council Personnel Committee distributed the findings of the review to the balance of the Council following interview and survey work by the Sarah Noll Wilson team.



## Memo

**TO:** Mayor and Council members

**FROM:** Pete De Kock, Assistant City Manager

**DATE:** September 25, 2025

**RE:** Assistant City Manager Tech Services Report - August 2025

### **SYNOPSIS:**

Assistant City Manager Tech Services Report - August 2025

### Attachments:

1. August 2025 ACM and Tech Services Report



## Assistant City Manager and Tech Services Monthly Report

| Target                                                                           | Milestones                                           | Orig    | Rev     | Lead   | Status      | Notes                                                   |
|----------------------------------------------------------------------------------|------------------------------------------------------|---------|---------|--------|-------------|---------------------------------------------------------|
| Leisure Services Sign-Up System: Direction, Funding and Implementation           | Recommence research on possible platforms            | Oct-24  | Oct-24  | ACM/LS | Done        |                                                         |
|                                                                                  | Identify the preferred platform                      | Nov-24  | Nov-24  | ACM/LS | Done        |                                                         |
|                                                                                  | Prepare request for FY 25-26 Budget                  | Dec-24  | Dec-24  | ACM/LS | Done        |                                                         |
|                                                                                  | Budget workshop: FY 25/26                            | Feb-25  | Feb-25  | ACM/LS | Done        |                                                         |
|                                                                                  | CC Decision: FY 25/26 Budget Adoption                | Apr-25  | Apr-25  | ACM/LS | Done        |                                                         |
|                                                                                  | Platform purchase                                    | Jul-25  | Jul-25  | ACM/LS | NA          |                                                         |
|                                                                                  | Project kickoff                                      | Aug-25  | Aug-25  | ACM/LS | NA          |                                                         |
|                                                                                  | Implementation completed                             | Mar-26  | Mar-26  | ACM/LS | NA          |                                                         |
| Grant Funding Strategy: Update, Direction and City Actions                       | Research and submit grant applications w/ priorities | Ongoing | Ongoing | ACM    | Done        |                                                         |
|                                                                                  | During CIP process, identify out year grant projects | Oct-24  | Oct-24  | ACM    | Done        |                                                         |
|                                                                                  | Research options for adding grant-writing capacity   | Nov-24  | Nov-24  | ACM    | Done        |                                                         |
|                                                                                  | Prepare budget proposal if needed for grant writing  | Dec-24  | Dec-24  | ACM    | Done        |                                                         |
|                                                                                  | Budget workshop: FY 25/26                            | Feb-25  | Feb-25  | ACM    | Done        | Decision not to move forward with outside grant writing |
|                                                                                  | CC Decision: FY 25/26 Budget Adoption                | Apr-25  | Apr-25  | ACM    | Done        |                                                         |
|                                                                                  | If needed, prepare RFP for grant writing services    | May-25  | May-25  | ACM    | Done        |                                                         |
|                                                                                  | Grant writing services begin                         | Jul-25  | Jul-25  | ACM    | Done        |                                                         |
| Major Streets/Crosswalks/More Walkable: Goals, Best Practices, Report w/ Options | Establish and communicate trail detours for Hickman  | Sep-24  | Sep-24  | ACM    | Done        | Detour in place 10/2                                    |
|                                                                                  | Install and maintain appropriate detour signage      | Sep-24  | Sep-24  | ACM    | Done        |                                                         |
|                                                                                  | Research best practices in coordination w/ MPO       | Mar-25  | Mar-25  | ACM    | Done        |                                                         |
|                                                                                  | Identify Key crossings throughout Clive              | Apr-25  | Apr-25  | ACM    | Done        |                                                         |
|                                                                                  | CC Presentation: Best Practices and Opportunities    | May-25  | May-25  | ACM    | Done        |                                                         |
|                                                                                  | Potential federal grant applications through MPO     | Ongoing | Ongoing | ACM    | Ongoing     | SS4A Grant Submitted 6/25                               |
|                                                                                  | Prepare potential FY 26/27 Budget Requests           | Dec-25  | Dec-25  | ACM    | Not Started |                                                         |
| State Agenda Advocacy and Lobbying: Goals, Key                                   | A. Coordinate common legislative priorities          | Nov-24  | Nov-24  | CMO    | Done        |                                                         |

## Assistant City Manager and Tech Services Monthly Report

|                                                                                                     |                                                           |         |         |     |           |                                           |
|-----------------------------------------------------------------------------------------------------|-----------------------------------------------------------|---------|---------|-----|-----------|-------------------------------------------|
| Issues, Direction and City Actions A. West Metro B. laCMA                                           | A. CC Decision: Western Cities Adoption of Priorities     | Dec-24  | Dec-24  | CMO | Done      |                                           |
|                                                                                                     | A. Create common storytelling assets for Westside         | Ongoing | Ongoing | CMO | Done      |                                           |
|                                                                                                     | A. Execute westside legislative breakfast or alt event    | Jan-25  | Jan-25  | CMO | Cancelled |                                           |
|                                                                                                     | B. Initiate laCMA Legislative Affairs Meetings            | Aug-24  | Aug-24  | CMO | Done      |                                           |
|                                                                                                     | B. Participate in interviews for ILOC Gov't Affairs Dir   | Sep-24  | Sep-24  | CMO | Done      |                                           |
|                                                                                                     | B. Identify a top ten list of entities to build coalition | Nov-24  | Nov-24  | CMO | Done      |                                           |
|                                                                                                     | B. Survey laCMA Membership on role of CMS in legis        | Dec-24  | Dec-24  | CMO | Done      |                                           |
|                                                                                                     | B. Support ILOC with tech support and eval of bills       | Ongoing | Ongoing | CMO | Done      |                                           |
|                                                                                                     | B. laCMA member dialouge on the work at IMMI              | Mar-25  | Mar-25  | CMO | Done      |                                           |
| GIS Tech New Position: Direction and Funding                                                        | Complete business case for adding position                | Nov-24  | Nov-24  | ACM | Done      |                                           |
|                                                                                                     | Budget proposal for position                              | Dec-24  | Dec-24  | ACM | Done      |                                           |
|                                                                                                     | Budget workshop: FY 25-26 Budget                          | Feb-25  | Feb-25  | ACM | Cancelled |                                           |
|                                                                                                     | CC Decision: FY 25-26 Budget                              | Apr-25  | Apr-25  | ACM | Cancelled |                                           |
|                                                                                                     | Create a job description                                  | Apr-25  | Apr-25  | ACM | Done      |                                           |
|                                                                                                     | Promote position and build candidate pool                 | May-25  | May-25  | ACM | Cancelled |                                           |
|                                                                                                     | Hire and start date                                       | Jul-25  | Jul-25  | ACM | Cancelled |                                           |
| City Texting Platform to Disseminate Info to Clive Residents, Businesses and Others: Implementation | Select preferred platform, purchase                       | Sep-24  | Sep-24  | ACM | Done      |                                           |
|                                                                                                     | Platform buildout                                         | Nov-24  | Dec-24  | ACM | Done      |                                           |
|                                                                                                     | Execute first phase opt-in campaign ahead of winter       | Dec-24  | Dec-24  | ACM | Done      |                                           |
|                                                                                                     | Continue executing opt-in campaign                        | Ongoing | Ongoing | ACM | Done      |                                           |
| Water Resources Master Plan Implementation: Next Steps                                              | CC Decision: Manual Amendment PSA w/ consult              | Sep-24  | Oct-24  | ACM | Done      |                                           |
|                                                                                                     | Decision on stormwater mgmt standards for streets         | Nov-24  | Jun-25  | ACM | Done      | Incorporated in storm-water manual update |
|                                                                                                     | Complete manual amendment drafting                        | Nov-24  | Jun-25  | ACM | Done      |                                           |

## Assistant City Manager and Tech Services Monthly Report

|                                                                              |                                                |         |         |     |             |                               |
|------------------------------------------------------------------------------|------------------------------------------------|---------|---------|-----|-------------|-------------------------------|
|                                                                              | CC Decision: Manual Updates Approval           | Jan-25  | Aug-25  | ACM | Done        |                               |
|                                                                              | State of Clive Water presentation              | Jan-25  | Dec-24  | ACM | Done        |                               |
|                                                                              | Execute WQI projects along Little Walnut Creek | Apr-25  | Apr-25  | ACM | Done        |                               |
|                                                                              | Execute second annual tree sale                | May-25  | Apr-25  | ACM | Done        |                               |
|                                                                              | Execute second year of SWAP program            | Ongoing | Ongoing | ACM | Ongoing     |                               |
|                                                                              | Execute 4th year of SQR program                | Sep-25  | Sep-25  | ACM | In Progress |                               |
| Dallas County Referendum - Public Education Campaign: Development/Info       |                                                | Sep-24  | Sep-24  | ACM | Done        |                               |
| City-State Legislative Agenda 2025: Approval                                 |                                                | Dec-24  | Dec-24  | ACM | Done        |                               |
| Annual Community Engagement Plan                                             |                                                | Jan-25  | Jan-25  | ACM | Done        |                               |
| Development Review Process Improvement - Multi-Dept, Facilitated by ACM      |                                                | Feb-25  | Feb-25  | ACM | Ongoing     |                               |
| City-Federal Legislative Agenda 2025: Approval                               |                                                | May-25  | May-25  | ACM | Done        |                               |
| Clive's Various e-Newsletters Standardization and Monthly Newsletter         |                                                | May-25  | May-26  | ACM | In Progress | New format will launch 5.2026 |
| Clark Street Pilot Green Infrastructure Evaluation After Action Report       |                                                | Oct-24  | Oct-25  | ACM | In Progress |                               |
| State/Federal Lobbying and Grants for 86th Corridor Projects                 |                                                | Ongoing | Ongoing | ACM | Ongoing     |                               |
| Clive Historical Society Assets Transfer and "Mothball" Facility: Completion |                                                | Dec-24  | Mar-24  | ACM | Done        |                               |
| Greenbelt Trail Education Campaign: Safety and Etiquette                     |                                                | May-25  | May-25  | ACM | Ongoing     |                               |
| Greenbelt Landing Individual Donor (Goal: \$100,000)                         |                                                | Oct-25  | Dec-25  | ACM | Ongoing     |                               |
| Homeowner Education on Federal Energy Efficiency Grant Program: Campaign     |                                                | Ongoing | Ongoing | ACM | Cancelled   |                               |
| Home Show Expo 2024 - Shadow Creek West                                      |                                                | Sep-24  | Sep-24  | ACM | Done        |                               |

### Monthly Highlights

- Winding down lawn water restrictions throughout August
- Engagement with Dallas County Economic Development Alliance regarding future Clive membership
- CIWW discussions regarding future grant funding throughout the month
- Clive strategic planning prep and sessions throughout the month
- Complete AV setup in the new Council Chamber in advance of multiple August meetings
- Campaign promoting self-reporting for Clive Special Census beginning August 21

# Assistant City Manager and Tech Services Monthly Report

## Technology Services Report – August 2025

Dennis Harken, TS/IT Manager, has prepared the following report for the activities of the Technology Services (TS) staff for the month of **August 2025**.

### 2024-2025 Approved Strategic Goals Status

| Project                                                                         | Status      | Notes                                                                           | Due      | Completed |
|---------------------------------------------------------------------------------|-------------|---------------------------------------------------------------------------------|----------|-----------|
| VLANS for Upgraded Wifi and Security Cameras at Public Works                    | In Progress | Part of a capital project for upgrades to the facility.                         | May 2025 |           |
| MIP – Process Improvements                                                      | In Progress |                                                                                 | Ongoing  |           |
| MIP-Reg Qtrly Email Phishing Trng                                               | Ongoing     | Usually occurs 1 <sup>st</sup> month of a new quarter                           | Ongoing  |           |
| MIP-Westcom support – Fiber Ring Project                                        | In Progress | Need to complete connection to Windsor Heights                                  | On Hold  |           |
| MIP-Computer Replacements: Fire and Police                                      | Done        |                                                                                 | Nov 2024 | Nov 2024  |
| MIP-Lucity asset management implementation: Parks                               | In Progress |                                                                                 | Jun 2025 |           |
| MIP-Voice to Cloud implementation w/ RingCentral                                | Done        | Migration from on-premise Mitel system                                          | Nov 2024 | Nov 2024  |
| MIP-GIS Dept Future Planning                                                    | Not Started |                                                                                 | Jun 2025 |           |
| MIP-Annual Security Penetration Testing                                         | Done        | COMPLETED                                                                       | Mar 2025 | Feb 2025  |
| MIP-Disaster Recovery/Business Continuity of Operations Framework Documentation | Not Started |                                                                                 | Jun 2025 |           |
| MIP-Backup Data Center Implementation                                           | Done        | COMPLETED – replication has begun                                               | Dec 2024 | Jan 2025  |
| MIP-PW Facility WiFi network improvements                                       | Done        |                                                                                 | May 2025 | Jul 2025  |
| MIP-Technology Subject Matter Experts (SME) Development                         | In Progress | Identify and document SME for various technology systems                        | Jun 2025 |           |
| MIP-GeoHub/Map Center Centralization                                            | In Progress | Includes decommission of IMAP system                                            | Jun 2025 |           |
| MIP-Assist w/ Library Circulation System to the Cloud                           | Not Started | Subject to FY25/26 funding approval in Mar 2025                                 | Mar 2025 |           |
| MIP-GIS System Upgrade                                                          | In Progress | Includes a rebuild of the integration of on-premises and cloud interconnections | Jun 2025 |           |
| MIP-Breach Reporting and Incident Response Updates                              | Not Started | Annual review and update of Incident Response Plan documentation                | Jun 2025 |           |
|                                                                                 |             |                                                                                 |          |           |

### Metric #1 – Limit average outstanding Helpdesk tickets with medium or higher priority to 5 or less

- Average medium or higher outstanding tickets since the start of the fiscal year: **0.01%**

### Metric #2 – Limit unplanned network interruptions to less than 0.5% of operations.

- Percentage of unplanned interruption since the start of the fiscal year: **0.01%**



## Assistant City Manager and Tech Services Monthly Report

**Metric #3 – Limit professional fee costs to 5% of the department budget or less.**

- Percentage of professional fee costs since the start of the fiscal year: **0.33%**

### 2024-2025 Miscellaneous Technology Services Project Status

| Project                                                                  | Status      | Notes                                                                                                                                                   | Due      | Completed |
|--------------------------------------------------------------------------|-------------|---------------------------------------------------------------------------------------------------------------------------------------------------------|----------|-----------|
| Server Operating System Upgrades/ Maintenance                            | In Progress | Preemption, Sharefile, OOS, & Access Control svrs to Server 2022 as the opportunity arises.                                                             | Ongoing  |           |
| Additional cancellation of old copper analog POTS lines                  | In Progress |                                                                                                                                                         | Ongoing  |           |
| Migration of City Hall staff to new network switch stack                 | Done        | This also includes moving this staff to a new subnet architecture begun with the new CPSC facility.                                                     | Ongoing  | Jul 2025  |
| Assist CommDev with Citizen Serve project                                | Done        |                                                                                                                                                         | TBD      | Jan 2025  |
| Assist Public Works with Citizen Serve project                           | In Progress |                                                                                                                                                         | TBD      |           |
| Preparation of Harbach Center spaces for staff relocation                | Done        | Network switch replacement to increase port capacity                                                                                                    | Dec 2024 | Dec 2024  |
| Preparation of Tech Services temporary move to CPSC                      | Done        | Storage space identified at CPSC to move Tech storage to CPSC                                                                                           | Dec 2024 | Dec 2024  |
| Replacement of domain controllers at City Hall                           | Done        | <b>Completed</b> - Replacement of 1 physical and 1 virtual domain controller with a new physical domain controller.                                     | Jan 2025 | May 2025  |
| Security Cameras for Public Works facility                               | In Progress | Some cameras are configured and ready.                                                                                                                  | Apr 2025 |           |
| Firewall replacement at City Hall                                        | Done        | <b>NEW</b> - Replacement of aging firewall at City Hall. The new firewall will have redundancy.                                                         | Jan 2025 | Apr 2025  |
| Relocation of Mediacom router from main Library to City Hall server room | Done        | <b>NEW</b> – relocation of the existing router to a new location in the server room due to renovation                                                   | Jan 2025 | Jan 2025  |
| Replacement of Harbach Tech Room computers                               | Done        | These old desktops need to be replaced again. 2 done and 1 to go.                                                                                       | Mar 2025 | Mar 2025  |
| Aquatics Center technology setup                                         | Done        | Annual setup of computers and phones at Aquatics Center                                                                                                 | Apr 2025 |           |
| Setup of computers for the new Library circulation desk                  | Done        |                                                                                                                                                         | May 2025 | May 2025  |
| Organization of the City Hall server cabinet to prep for AV equipment    | Done        |                                                                                                                                                         | May 2025 | Jun 2025  |
| Preparation for power outage at City Hall/Library                        | Done        | Power outage scheduled for May 17 <sup>th</sup> . Powering down hardware on the night before and returning for power start-up on May 17 <sup>th</sup> . | May 2025 | May 2025  |
| Return of Library and Parks & Rec staff to City Hall                     | Done        | <b>COMPLETED</b>                                                                                                                                        | Jul 2025 | Jul 2025  |
| Relocation of City Hall staff to Harbach Center                          | In Progress | Prepared Harbach Center space and relocate Admin Services and CommDev staff.                                                                            | Sep 2025 |           |
| Census Office Setup                                                      | In Progress | Laptops, phones, printing, etc for census worker space                                                                                                  | Sep 2025 |           |
|                                                                          |             |                                                                                                                                                         |          |           |

## Assistant City Manager and Tech Services Monthly Report



### Conferences, Training, Meetings, & Other

- James Kuzhikandathil attended the virtual **Endpoint Defense Day Summit** on August 14<sup>th</sup>.



## Memo

**TO:** Mayor and Council members

**FROM:** Elizabeth Hansen, Director of Administrative Services

**DATE:** September 25, 2025

**RE:** Administrative Services Monthly Report - August 2025

### **SYNOPSIS:**

Please see the attached report with supplemental documentation.

### Attachments:

1. 8-Monthly Report August.2025
2. August 25 Admin Report Materials

## MEMO

**To:** Mayor Edwards and Council Members

**From:** Elizabeth Hansen, Director of Administrative Services

**Date:** September 18, 2025

**Re:** Monthly Report – August 2025

### Administrator Services Department

#### General Administration/Finance:

##### Utility Billing/Xpress Bill Pay (XBP):

- A. To date, 7,185 customers have set up online accounts on the Xpress Bill Pay system. Of those customers, 3,070 have selected the electronic billing feature. All utility customers have XBP accounts and 43% receive electronic statements. Since we reached the 35% goal, now the goal is to maintain that percentage and increase it even more.
- B. 312 utility bill reminders were sent, and 30 customers were scheduled to be shut off this month.
- C. 61 work orders were processed – 7 for new construction so 54 were for other work.
- D. 72 warning tags were delivered/service shut-offs for non-payment.

##### Permits/Licenses Purchased:

| Permit/License               | Quantity | Amount   |
|------------------------------|----------|----------|
| Mobile Food Vendors          | 0        |          |
| Noise Permits                | 5        |          |
| Solicitor Permits            | 1        |          |
| Open Records Requests        | 5        |          |
| Pet Licenses                 | 28       | \$787.00 |
| Parking Tickets              | 2        | \$30.00  |
| Yard Waste Stickers          | 2        | \$256.00 |
| Miscellaneous Waste Stickers | 268      | \$744.00 |

**Income Offset Program (IOP)** – We received \$43.00 from State of Iowa for IOP and from MCOA in August.

**\*\*\*New monthly finance reports:** This report includes the updated year-to-date financial reports, the monthly interest report, and the usual water reconciliation report. Staff worked with the City Manager to make sure the reports are clear and complete.

## Human Resources:

A. During August, the NeoGov Insight/OHC system was used for advertising Parks Sr. Operations Specialist – Park Grounds, Parks Sr. Operations Specialist – Natural Resources, Community Development Administrative Assistant/Specialist, and PT Fire positions (ongoing). Below are the hiring and promotions for calendar years 2017 to the present:

### B. Hires -

|                    | <b>2025</b> | <b>2024</b> | <b>2023</b> | <b>2022</b> | <b>2021</b> | <b>2020</b> | <b>2019</b> | <b>2018</b> | <b>2017</b> |
|--------------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|
| <b>Full Time</b>   | 8           | 14          | 22          | 14          | 15          | 16          | 15          | 9           | 4           |
| <b>Part-Time</b>   | 3           | 10          | 7           | 22          | 10          | 1           | 7           | 9           | 7           |
| <b>Seasonal</b>    | 151         | 159         | 159         | 132         | 130         | 73          | 130         | 151         | 133         |
| <b>Promotional</b> | 6           | 9           | 15          | 7           | 8           | 7           | 4           | 4           | 3           |

### C. Separations –

|                         | <b>As of July 1, 2025 – June 30, 2026</b> |
|-------------------------|-------------------------------------------|
| <b>Fire</b>             | 1 PT - Other employment                   |
| <b>Police</b>           |                                           |
| <b>Public Works</b>     | 1 FT - Other employment                   |
| <b>Library</b>          |                                           |
| <b>Parks</b>            | 2 Seasonal                                |
| <b>Recreation</b>       | 87 Seasonal                               |
| <b>Administration</b>   | 1 FT – Retirement                         |
| <b>Comm Development</b> | 1 Intern                                  |

### D. Staff Events:

- Financial Wellness with Morgan Stanley: Preparing for Retirement on 8/21/25
- 4 Off-Site HR Hours – Employee Communication - 8/1/25, 8/8/25, 8/15/25 and 8/22/25

## Departmental Projects – Strategic Planning: Carry over items from FY25 to FY26

**Not Started**   **In Progress**   **Completed**

### City Clerk Division

**2025 Partial Special Census** – Since August 2023, staff have been preparing to conduct a partial special census in April 2025. This effort was temporarily put on hold due to the federal hiring freeze. Staff and elected officials worked with state and federal partners to request an exception, as the cost of employing Census workers (\$391,208.00) had already been fully funded with local (not federal) dollars. That exception was granted, and the Clive Partial Special Census is now underway.

To date, four mailings have been sent to residents in the targeted census blocks, notifying them of the census and providing an Internet Self-Reporting (ISR) option. The ISR period will conclude on September 25, with a goal of achieving at least a 40% self-response rate. Following the close of the ISR period, U.S. Census Bureau field representatives will begin visiting households that have not completed an online report. Office space has been leased at 7405 University Avenue to support the census operations. This location houses four office staff and serves as a check-in and collaboration site for approximately 16 field representatives. Our Communications team has



been actively promoting ISR participation, sharing clear information about the importance of this census and assuring residents of its legitimacy.

**2025 City/School Election** – The 2025 City/School Election will be held on November 4, 2025. The following seats will appear on the ballot: Mayor, two At-Large Council seats, and one At-Large Council seat to fill a vacancy. Affidavits of Candidacy and Nomination Petitions were filed with the City Clerk between August 25 and September 18. New Council orientation will occur in November and December.

### **Finance Division**

***New Utility Billing Rate Structure and Process Improvements: Title 8 Ordinance Adjustments and Regular Water Rate Restructuring*** – Staff is currently researching and developing proposals for utility ordinance adjustments (Fixed and Variable Rate for Water and enforcement capabilities). Staff are scheduled to meet with City Manager McQuillen and PFM to review the utility cashflows and review any proposed changes to the utility billing rates in September. Recommendations will be made to City Council as part of the budgeting process. Following our joining the CIWW, staff will be updating Title 8 (Utilities) to ensure consistency between the city and CIWW requirements and regulations. Staff will also be updating operational procedures within the city utilities.

***Comprehensive Financial Policy and Strategy: Report, Direction and Tax Rate*** – The finance team will kick off FY 26-27 Budget Development Process in September and departmental budgets will be submitted in November.

***Financial Audit FY 24-25 Completion*** – Virtual fieldwork for the annual financial audit for the year ending 6/30/25 began the week of September 1 with Eide Bailly. A presentation of the audit and Council approval of the report will be in November.

***Annual Capital Improvement Plan 2026: Update*** – The 2026-2030 CIP is underway with the finance team already scheduling meetings with project managers and with City Manager McQuillen. Staff will continue developing the 2026-2030 CIP with the City Council presentation in November.

***2025B/2026A Bond Sales: Completion (Including Bond Rating)*** – Staff met with PFM for the sale of bonds to fund the capital improvement projects for the 2025/26 construction season. The process for issuing the 2025B bond is underway with a bond rating call with S&P in late September. The bond sale is in October and the receipt of the proceeds will be in November.

***Bill Payment Vendor Transition (ZIFT)*** – The purchase of the cash receipting module, community portal, and ZIFT software has been completed. Staff will familiarize themselves with the system while at Harbach during Phase 2 of the City Hall remodel. Once staff are back at city hall the transition from Xpress Bill Pay to ZIFT will start. A three-month transition is scheduled to move all utility customers over to the new system and additional training for other city staff.

***Budget FY 26/27: Development*** – Staff kicked off the budget process in September and the first Budget Workshop is scheduled to occur in February 2025.

### **Human Resources Division**

***Non-Union Compensation: Evaluation, Report and Direction, and Funding Implementation***  
– We are in the process of completing group meetings with Employees in September. Austin



Peters Group will implement and compile market analysis and the employee survey results. A final report will be provided in December. An Employee Personnel Committee and Employees Benefit & Wellness Committee meeting will take place and the recommendations on the Compensation and Benefits, including Major Life Event Leave will come before the Council in the budgeting process.

**Management and Employee Succession Planning Program: Update Report** – Department Directors will have development discussions and Human Resources will educate employees of the succession planning process during the mid-year check ins in December 2025. A report will come before the Council ahead of next year's strategic planning process.

**Recruitment and New Employee Orientation Process Improvements: Completion** – A new employee orientation program has been formulated. Department Directors met with our Communication Specialist to create a welcoming and introductory video of each of our departments. The "classes" will be held on the first Thursday of the month each quarter (January, April, July and October). This is a requirement of the employee during their probationary period. The first class will be held on Thursday, October 2.

**Onboarding Seasonal Employees Process Improvements: Completion (with Leisure Services)** – HR and Payroll staff held an after-action meeting on September 23rd to review issues with onboarding seasonal employees from the past couple of years. A proposed task and timeline will be updated and the group discussed tasks and responsibilities, proposed changes to wages and the seasonal employee handbook so that changes and improvements can be made before the hiring.

**Safety Training Program: Development (with Incident Review Expansion)** – On September 18, the committee met and did their first Incident Review. The process was updated and implemented.

**Employee Handbook Annual Update** – Staff is continually reviewing policies to keep current and in compliance. Notes are made throughout the year and presented as updates each spring, which then is brought to the Council in June. As is the traditional process, changes will be reviewed by the Council Personnel Committee, Executive Team, and Employee Benefits Committee before they are presented for City Council approval.

**Public Works Leadership Transition –**

- A. Engineering Administrator** – With the help of the Public Works Director, Human Resources will begin the process by updating the job description in November 2025 and post the position in December 2025. The deadline for applications will be after the new year. The goal is to have a new Engineering Administrator by March 2026.
- B. Public Works Director** – We are hoping to have a new attractive recruitment video made by January 2026 so we can post this position in February 2026, and applications will be due in March 2026. We would like a new Public Works Director overlapping a bit with Jeff in June 2026.

**Cross-training UB/Deputy City Clerk/Comm Dev Front Desk** – With the lower half of the City Hall Remodel Project placed into Phase II for construction in 2026, the cross-training of duties will begin when Administrative Services and Community Development move over to the Harbach Center in October.



## Cash and Interest Breakdown

Aug-25

|                       | LSB Operating   | LSB Operating ICS | LSB Flex Funds | LSB Flex Funds ICS |                  | Lincoln CD 11-29-2024 | Lincoln CD 11/29/2024 |
|-----------------------|-----------------|-------------------|----------------|--------------------|------------------|-----------------------|-----------------------|
|                       | LSB (1254)      | LSB ICS (1254)    | LSB (8776)     | LSB ICS (8776)     | Express Bill Pay | 3001048949            | 3001049019            |
| Beg Balance           | \$ 250,000.00   | \$ 75,055,787.09  | \$ 20,000.00   | \$ 77,253.02       | \$ 32,950.86     | \$ 500,000.00         | \$ 467,407.67         |
| <b>Revenues</b>       |                 |                   |                |                    |                  |                       |                       |
| Interest              | \$ 866.30       | \$ 255,475.19     | \$ -           | \$ 269.81          | \$ -             | \$ -                  | \$ -                  |
| Revenue               | \$ 5,715,312.10 | \$ 684,643.02     | \$ 11,526.22   | \$ 6,057.30        | \$ 373,548.78    | \$ -                  | \$ -                  |
| Adjustments           | \$ -            | \$ -              | \$ -           | \$ -               | \$ -             | \$ -                  | \$ -                  |
| Rev Sub Totals        | \$ 5,716,178.40 | \$ 940,118.21     | \$ 11,526.22   | \$ 6,327.11        | \$ 373,548.78    | \$ -                  | \$ -                  |
| <b>Expenditures</b>   |                 |                   |                |                    |                  |                       |                       |
| Expenses              | \$ 5,716,178.40 | \$ 3,613,785.06   | \$ 11,526.22   | \$ 4,488.86        | \$ 2,242.96      | \$ -                  | \$ -                  |
| Adjustments           | \$ -            | \$ -              | \$ -           | \$ -               | \$ -             | \$ -                  | \$ -                  |
| Exp Sub Totals        | \$ 5,716,178.40 | \$ 3,613,785.06   | \$ 11,526.22   | \$ 4,488.86        | \$ 2,242.96      | \$ -                  | \$ -                  |
| Statement End Balance | \$ 250,000.00   | \$ 72,382,120.24  | \$ 20,000.00   | \$ 79,091.27       | \$ 404,256.68    | \$ 500,000.00         | \$ 467,407.67         |
| <b>Adjustments</b>    |                 |                   |                |                    |                  |                       |                       |
| Outstanding Sweep     | \$ -            | \$ -              | \$ -           | \$ -               | \$ -             | \$ -                  | \$ -                  |
|                       | \$ -            | \$ -              | \$ -           | \$ -               | \$ -             | \$ -                  | \$ -                  |
|                       | \$ -            | \$ -              | \$ -           | \$ -               | \$ -             | \$ -                  | \$ -                  |
|                       | \$ -            | \$ -              | \$ -           | \$ -               | \$ -             | \$ -                  | \$ -                  |
| Adj Totals            | \$ 250,000.00   | \$ 72,382,120.24  | \$ 20,000.00   | \$ 79,091.27       | \$ 404,256.68    | \$ 500,000.00         | \$ 467,407.67         |

## Interest Worksheet Report

August 31, 2025

|                   | LSB Operating | LSB Operating ICS | Other | LSB Flex  | Total         |
|-------------------|---------------|-------------------|-------|-----------|---------------|
| Interest Received | \$ 866.30     | \$ 255,475.19     | \$ -  | \$ 269.81 | \$ 256,611.30 |

| Interest Spread         | GL Acct / Fund # | GL Acct/ Fund Bal | % of Total Balance | Interest Deposited |
|-------------------------|------------------|-------------------|--------------------|--------------------|
| Flex Funding (EBS)      | 173              |                   | 100.00%            | \$ 269.81          |
|                         |                  |                   |                    | \$ 256,341.49      |
| General Fund            | 001-4000-4-4300  | 8,768,560.09      | 14.86%             | 38,089.81          |
| Debt Service            | 200-4710-4-4300  | 1,009,443.68      | 1.71%              | 4,384.93           |
| Water Fund (Utl)        | 600-4810-3-4300  | 10,208,675.25     | 17.30%             | 44,345.53          |
| Sewer Fund (Utl)        | 610-4815-3-4300  | 7,376,834.70      | 12.50%             | 32,044.28          |
| Storm Water Fund (Utl)  | 740-4865-3-4300  | 415,727.73        | 0.70%              | 1,805.88           |
| Capital Project Funding |                  |                   |                    |                    |
| TIF - start in Jan 2017 | 123-4520-4-4300  | 596,061.13        | 1.01%              | 2,589.23           |
| University Flood Prone  | 342-4750-3-4300  | 2,304,653.46      | 3.91%              | 10,011.20          |
| City Facility Improv    | 350-4750-3-4300  | 2,988,882.32      | 5.06%              | 12,983.43          |
| 2025 FIRE ENGINE        | 354-4750-3-4300  | 846,718.42        | 1.43%              | 3,678.07           |
| Greenbelt Landing       | 374-4750-3-4300  | 3,869,346.60      | 6.56%              | 16,808.08          |
| Linnan Park             | 387-4750-3-4300  | 4,975,273.16      | 8.43%              | 21,612.12          |
| NN PHASE III TRL        | 389-4750-3-4300  | 7,683,676.78      | 13.02%             | 33,377.17          |
| Storm Water             | 427-4750-3-4300  | 428,194.09        | 0.73%              | 1,860.04           |
| Sewer Cap               | 433-4750-3-4300  | 345,839.84        | 0.59%              | 1,502.30           |
| Water Cap               | 435-4750-3-4300  | 148,576.53        | 0.25%              | 645.40             |
| Alice's Road Ph1 (1A)   | 440-4750-4-4300  | 1,376,894.32      | 2.33%              | 5,981.10           |
| Alice's Road Ph3        | 442-4750-4-4300  | 1,200,408.60      | 2.03%              | 5,214.46           |
| Alice's Rd Improv       | 464-4750-3-4300  | 4,467,974.21      | 7.57%              | 19,408.46          |
| Franchise               | 476-4750-3-4300  | -                 | 0.00%              | -                  |
| <b>Totals</b>           |                  | 59,011,740.91     | 100.00%            | 256,341.49         |



Council Year to Date Report  
EXPENDITURES

| FUND                               | FY 2024-25<br>ACTUAL | FY 2025-26<br>BUDGET | CURRENT<br>YTD    | CURRENT YTD<br>UNEXPENDED | BUDGET %<br>EXPENDED |
|------------------------------------|----------------------|----------------------|-------------------|---------------------------|----------------------|
| <b>GENERAL</b>                     | <b>27,932,201</b>    | <b>25,082,840</b>    | <b>27,932,201</b> | <b>(2,849,362)</b>        | <b>111.36%</b>       |
| POLICE DEPARTMENT                  | 4,635,128            | 4,517,826            | 4,635,128         | (117,302)                 | 102.60%              |
| FIRE PROTECTION                    | 2,348,587            | 2,499,994            | 2,348,587         | 151,407                   | 93.94%               |
| RESCUE DEPARTMENT                  | 2,229,691            | 2,180,152            | 2,229,691         | (49,539)                  | 102.27%              |
| DISASTER CONTROL DEPARTMENT        | 11,534               | 16,515               | 11,534            | 4,981                     | 69.84%               |
| ANIMAL CONTROL                     | 16,468               | 20,000               | 16,468            | 3,532                     | 82.34%               |
| PUBLIC WORKS ADMINISTRATION        | 617,239              | 652,699              | 617,239           | 35,460                    | 94.57%               |
| STREET LIGHTING                    | 206,163              | 224,000              | 206,163           | 17,837                    | 92.04%               |
| TRAFFIC SAFETY DEPARTMENT          | 191,950              | 252,083              | 191,950           | 60,133                    | 76.15%               |
| ENGINEERING                        | 951,238              | 985,015              | 951,238           | 33,777                    | 96.57%               |
| SOLID WASTE COLLECT & DISPOSAL     | 1,180,586            | 1,175,575            | 1,180,586         | (5,011)                   | 100.43%              |
| MOSQUITO CONTROL DEPARTMENT        | 10,450               | 14,330               | 10,450            | 3,880                     | 72.93%               |
| WELLNESS PROGRAM                   | 5,640                | 23,250               | 5,640             | 17,610                    | 24.26%               |
| LIBRARY SERVICES                   | 1,019,919            | 1,085,025            | 1,019,919         | 65,106                    | 94.00%               |
| MUSEUMS & CENTERS                  | 558,093              | 624,349              | 558,093           | 66,256                    | 89.39%               |
| PARKS & PLAYGROUNDS                | 1,653,706            | 1,749,392            | 1,653,706         | 95,686                    | 94.53%               |
| RECREATION                         | 818,785              | 849,842              | 818,785           | 31,057                    | 96.35%               |
| RECREATION                         | 197,088              | 286,728              | 197,088           | 89,640                    | 68.74%               |
| PUBLIC ART PROGRAM                 | 6,865                | -                    | 6,865             | (6,865)                   | #DIV/0!              |
| SWIMMING POOLS                     | 785,069              | 852,007              | 785,069           | 66,938                    | 92.14%               |
| BUILDING & HOUSING SAFETY          | 355,182              | 395,075              | 355,182           | 39,893                    | 89.90%               |
| PLANNING & ZONING                  | 558,132              | 607,009              | 558,132           | 48,877                    | 91.95%               |
| CODE ENFORCEMENT                   | 104,952              | 112,118              | 104,952           | 7,166                     | 93.61%               |
| LEGISLATIVE (COUNCIL & MAYOR)      | 78,360               | 86,331               | 78,360            | 7,971                     | 90.77%               |
| EXEC. & ADM. (MGR, ASST MGR)       | 625,944              | 609,252              | 625,944           | (16,692)                  | 102.74%              |
| HUMAN RESOURCES                    | 337,606              | 405,938              | 337,606           | 68,332                    | 83.17%               |
| FINANCIAL ADMINISTRATION           | 6,942,744            | 3,209,083            | 6,942,744         | (3,733,661)               | 216.35%              |
| ELECTIONS                          | -                    | -                    | -                 | -                         | #DIV/0!              |
| LEGAL SERVICES                     | 71,346               | 60,000               | 71,346            | (11,346)                  | 118.91%              |
| CITY HALL                          | 380,273              | 516,349              | 380,273           | 136,076                   | 73.65%               |
| MISCELLANEOUS UNALLOCATED          | 13,417               | 77,250               | 13,417            | 63,833                    | 17.37%               |
| IT                                 | 1,020,050            | 995,653              | 1,020,050         | (24,397)                  | 102.45%              |
| PERS SERV. (CIVIL SERVICE)         | -                    | -                    | -                 | -                         | #DIV/0!              |
| <b>ROADWAY MAINTENANCE</b>         | <b>2,771,361</b>     | <b>2,973,769</b>     | <b>2,771,361</b>  | <b>202,408</b>            | <b>93.19%</b>        |
| <b>LOCAL OPTIONS SALES TAX</b>     | <b>3,827,840</b>     | <b>3,950,000</b>     | <b>3,827,840</b>  | <b>122,160</b>            | <b>96.91%</b>        |
| <b>WATER</b>                       | <b>6,653,541</b>     | <b>6,270,676</b>     | <b>6,653,541</b>  | <b>(382,865)</b>          | <b>106.11%</b>       |
| <b>SANITARY SEWERS</b>             | <b>3,936,445</b>     | <b>4,402,245</b>     | <b>3,936,445</b>  | <b>465,800</b>            | <b>89.42%</b>        |
| <b>STORM SEWERS</b>                | <b>2,132,377</b>     | <b>1,921,585</b>     | <b>2,132,377</b>  | <b>(210,792)</b>          | <b>110.97%</b>       |
| <b>INTERNAL SERVICE- Cap Equip</b> | <b>1,924,419</b>     | <b>2,000,000</b>     | <b>1,924,419</b>  | <b>75,581</b>             | <b>96.22%</b>        |
| <b>TOTAL*</b>                      | <b>49,178,185</b>    | <b>46,601,115</b>    | <b>49,178,185</b> | <b>(2,577,070)</b>        | <b>105.53%</b>       |

REVENUES

| FUND                               | FY 2024<br>ACTUAL    | FY 2024-25<br>BUDGET | CURRENT<br>YTD       | CURRENT YTD<br>UNCOLLECTED | BUDGET %<br>COLLECTED |
|------------------------------------|----------------------|----------------------|----------------------|----------------------------|-----------------------|
| <b>GENERAL</b>                     | <b>26,804,721</b>    | <b>24,458,435</b>    | <b>26,804,721</b>    | <b>(2,346,286)</b>         | <b>109.59%</b>        |
| NON-PROGRAM GENERAL REVENUE        | 22,727,331           | 20,763,181           | 22,727,331           | (1,964,150)                | 109.46%               |
| POLICE DEPARTMENT                  | 53,096               | 82,000               | 53,096               | 28,904                     | 64.75%                |
| FIRE PROTECTION                    | 10,135               | 9,500                | 10,135               | (635)                      | 106.68%               |
| RESCUE DEPARTMENT                  | 910,068              | 650,500              | 910,068              | (259,568)                  | 139.90%               |
| ANIMAL CONTROL                     | 18,555               | 18,000               | 18,555               | (555)                      | 103.09%               |
| ROADWAY MAINTENANCE                | 25,152               | 36,000               | 25,152               | 10,848                     | 69.87%                |
| SOLID WASTE COLLECT & DISPOSAL     | 1,252,999            | 1,193,682            | 1,252,999            | (59,317)                   | 104.97%               |
| LIBRARY SERVICES                   | 40,083               | 46,872               | 40,083               | 6,789                      | 85.52%                |
| PARKS & PLAYGROUNDS                | 15,597               | 42,000               | 15,597               | 26,403                     | 37.13%                |
| RECREATION                         | 494,470              | 430,500              | 494,470              | (63,970)                   | 114.86%               |
| PUBLIC ART PROGRAM                 | 4,185                | -                    | 4,185                | (4,185)                    | 0.00%                 |
| SWIMMING POOLS                     | 699,982              | 737,700              | 699,982              | 37,718                     | 94.89%                |
| BUILDING & HOUSING SAFETY          | 65,436               | 100,000              | 65,436               | 34,564                     | 65.44%                |
| PLANNING & ZONING                  | 487,632              | 348,500              | 487,632              | (139,132)                  | 139.92%               |
| <b>ROADWAY MAINTENANCE</b>         | <b>2,641,900</b>     | <b>2,745,992</b>     | <b>2,641,900</b>     | <b>104,092</b>             | <b>96.21%</b>         |
| <b>LOCAL OPTIONS SALES TAX</b>     | <b>4,102,308</b>     | <b>3,700,000</b>     | <b>4,102,308</b>     | <b>(402,308)</b>           | <b>110.87%</b>        |
| <b>WATER</b>                       | <b>6,877,179</b>     | <b>5,789,014</b>     | <b>6,877,179</b>     | <b>(1,088,165)</b>         | <b>118.80%</b>        |
| <b>SANITARY SEWERS</b>             | <b>4,243,966</b>     | <b>3,741,388</b>     | <b>4,243,966</b>     | <b>(502,578)</b>           | <b>113.43%</b>        |
| <b>STORM SEWERS</b>                | <b>1,835,604</b>     | <b>1,931,970</b>     | <b>1,835,604</b>     | <b>96,366</b>              | <b>95.01%</b>         |
| <b>INTERNAL SERVICE- Cap Equip</b> | <b>1,721,470</b>     | <b>1,532,060</b>     | <b>1,721,470</b>     | <b>(189,410)</b>           | <b>112.36%</b>        |
| <b>TOTAL*</b>                      | <b>48,227,148.61</b> | <b>43,898,859.00</b> | <b>48,227,148.61</b> | <b>(4,328,289.61)</b>      | <b>109.86%</b>        |

\*The totals shown in the above charts reflect only a portion of the City's overall budget

August 31, 2025

## RECONCILIATION OF UTILITY BILLINGS, COLLECTIONS, AND DELINQUENCIES

FY25/26

Month of: August 2025

Aged trial balance- Report Date: 7/31/2025 \$ 113,300.29

### BILLINGS

Billings for the month of: JULY \$ 965,288.85

Billings for the month of: AUGUST \$ 997,968.42

Total billings for the months of July and August, 2025 (includes penalties and finals) \$ 1,963,257.27

**TOTAL BILLINGS** \$ 2,076,557.56

### LESS COLLECTIONS

Revenues collected for the month of: AUGUST \$1,027,198.64  
(Includes final bill payments, County Treasurer payments, etc.)

Council Write-Offs \$0.00

City Accounts- write-off/adjustments \$0.00

Deposit amounts applied \$2,034.72

Payment adjustments \$0.00

**TOTAL COLLECTIONS** \$ 1,029,233.36

**SUB TOTAL** \$ 1,047,324.20

Aging report balance for: 8/31/2025 \$ 1,103,934.89

Aging report 08/31/2025) for accounts 30 days or more past due \$ 104,966.47

Prepared by: Maritza Alarcon Utility Billing Department, 09/05/2025



## Memo

**TO:** Mayor and Council members

**FROM:** Richard Brown, Leisure Services Director

**DATE:** September 25, 2025

**RE:** Leisure Services Report - August 2025

### **SYNOPSIS:**

Please find attached the monthly report from Leisure Services for August 2025

### Attachments:

1. City Council Report - August 2025

# Leisure Services Department

August 2025



## Leisure Services Back at City Hall

We're excited to share that the Clive Public Library and the Parks and Recreation Departments have officially moved back into their renovated shared space, marking a new chapter of collaboration, accessibility, and community service! The refreshed space offers improved functionality, modernized work areas, and a welcoming environment for both teams to continue serving the Clive community. Staff coordinated closely to ensure a seamless move-in process with minimal disruption to services. The shared space allows for more integrated programming and community outreach between departments. New furnishings,

technology, and layout improvements support productivity and comfort for staff and patrons alike, with patrons already enjoying the refreshed library environment, with positive feedback on the updated look and feel. Thank you for your continued support of our library and parks teams!

## The Art of Finding Focus with Author Paul Shirley

On Wednesday, August 20, the Clive Public Library hosted former Iowa State Cyclone, NBA player, and current author Paul Shirley for the launch of his latest book, *The Art of Finding Focus*. Through engaging storytelling and personal anecdotes from his high-pressure basketball career, Paul illustrated how moments of intensity on the court shaped his understanding of mental clarity. Highlights included video clips from Iowa State's memorable 2000 win over Kansas in Lawrence, which added a nostalgic and entertaining touch to the evening. The event welcomed a wide range of attendees, including Clive residents, a former Iowa State professor, a former Cyclone teammate, and a writer from the Des Moines Register. The evening was not only a celebration of Paul's new book but also a meaningful opportunity for the community to connect, reflect, and learn.



## Back to School at Crestview

On Friday, August 8 Clive Leisure Services staff joined forces with West Des Moines Community Schools to host the 2<sup>nd</sup> annual Back to School Community Festival. Library staff planned for the arrival of food trucks, school-relevant booths, a DJ and bounce house. With the help of the school's grant we were able to up the vouchers for food trucks that were given to the first 200 participants that completed the passport activities. The Library saw 418 visitors at their booth to pick up the passport activity, a bag and a snack. We are looking forward to next year when we will return to Harbach and host the event by the renovated Linnan Park.

## End of Summer Recreation Wrap-Up

The 2025 Clive Aquatic Center season was a record-setting year, highlighted by over 3,000 season pass members and 62,000 guests to Clive Aquatic Center! Our visitor-favorite and important swim lesson program served over 1,200 participants, teaching life-saving water safety skills not only for the benefit of our facility but for aquatic interactions throughout their lives. Our recreation programs may be stronger than ever with 733 participants during the summer months!



### Pooch Plunge

At the end of the swimming season, Clive Aquatic Center is always excited to invite the dogs of Clive and the Metro, to visit the center to cool off and catch toys in the Leisure Pool. This is a consistently popular event and this year all spots from each time slot were full and we welcomed over 250 pups to the plunge, with owners and staff enjoying the exuberance of the last day of the 2025 season.

### Fall Chemical Treatments

The natural resource team has begun working on the start of fall chemical treatments. These include both basal and foliar applications of invasive species found within the Greenbelt

and other City-owned properties. Our major focus has been on the Little Walnut Creek Restoration areas and phase one and two of the Greenbelt Management plans. The most common species that are being targeted at this time of year include Honeysuckle, Tree of Heaven, Autumn Olive, Siberian Elm, Multiflora Rose and Canadian Thistle.

### Wildwood Pickleball Resurfacing

The regular pickleball players were appreciative of the much-needed face lift on the Wildwood pickleball courts. The courts were shut down for two weeks while crews completed the budgeted project to repair court cracking, install acrylic court resurfacing, acrylic color paint and new netting. The court is now back open and serving players.



### City Winterization

The closing of the Aquatic Center allowed Parks staff to prepare the infrastructure for winterization and making necessary repairs, such as pipe and valve replacement for the 2026 season. The stretch of dry weather in August gave staff the opportunity to repaint Wildwood shelter, restrooms, floors and re-seal the outdoor wooden pillars.

### Volunteers

Recreation hosted 8 volunteers for goats in the month of August for a total of 8 volunteer hours. The library had 7 volunteers at the main branch and 6 at Harbach Public Library for a total of 16.25 volunteer hours. There were no volunteers for the Parks division in July.



## **2024-25 Management In Progress**

|                                                                               |         |         |       |             |
|-------------------------------------------------------------------------------|---------|---------|-------|-------------|
| City Led Community Volunteer Program: Update Report                           | Feb-25  | Jul-25  | LS    | Not Started |
| Moving Library Circulation System from On-Prem to Cloud - FY 25/26 Funding    | Mar-25  | Mar-26  | LS/TS | Not Started |
| Part-Time to Full-Time Library Staffing - 2nd position conversion: Completion | Jul-25  | Jul-25  | LS    | N/A         |
| Clive Public Safety Center: Maintenance Plan                                  | Oct-24  | Mar-25  | LS    | Done        |
| Work Order System for Facilities: Direction and Funding                       | Mar-25  | Jul-25  | LS    | Not Started |
| Safety Review of 90th Street Trail Connection: Assessment, Modification, Fund | Aug-25  | Aug-25  | LS    | Not Started |
| Greenbelt Vegetation Management Study - Phase 2                               | Sep-24  | Dec-24  | LS    | Done        |
| Invasive Plants and Vegetation Management: Phase 1 Implementation             | Dec-24  | Feb-25  | LS    | Done        |
| Library Strategic Plan: Implementation                                        | Ongoing | Ongoing | LS    | In Progress |
| Landscape Management Plan: Development                                        | Ongoing | Ongoing | LS    | In Progress |
| Library fine free: annual report                                              | Dec-24  | May-25  | LS    | In Progress |
| Neighborhood Trail Closure Gates: Installation                                | May-25  | May-25  | LS    | Done        |
| Clive Festival 2026 - 50th Anniversary                                        | Jul-25  | Jul-26  | LS    | In Progress |

## **2024-25 Major Projects**

|                                                                            |        |        |    |             |
|----------------------------------------------------------------------------|--------|--------|----|-------------|
| Park Maintenance Lean-To: Construction                                     | Jun-25 | Aug-25 | LS | In Progress |
| Annual Greenbelt Trail Maintenance Projects (73rd - 100th)                 | Aug-25 | Aug-25 | LS | Not Started |
| Cirksena Park: Completion                                                  | May-25 | May-25 | LS | In Progress |
| Canary Park detention drainage improvements                                | Jul-25 | Oct-25 | LS | Not Started |
| Neighborhood park signs annual replacement program: Trail/911 Safety Signs | Jul-25 | Jul-26 | LS | Not Started |
| Campbell Park Dugouts: Funding                                             | Dec-25 | Dec-25 | LS | Not Started |

## **2024-25 Policy Agenda Actions: Top Priority**

|                                                 |                                             |        |        |    |             |
|-------------------------------------------------|---------------------------------------------|--------|--------|----|-------------|
| Greenbelt Landing Project: Bid and Construction | CC Decision: All Construction Bids Approval | Sep-24 | Sep-24 | LS | Done        |
|                                                 | Army Corps Permit and EPA NEPA Approvals    | Sep-24 | Jul-25 | LS | In Progress |
|                                                 | Groundbreaking Ceremony                     | Oct-24 | Oct-24 | LS | Done        |
|                                                 | Kickoff small donation campaign             | Oct-24 | Oct-24 | LS | Done        |
|                                                 | Construction starts                         | Oct-24 | Oct-24 | LS | Done        |

|  |                                               |        |        |    |             |
|--|-----------------------------------------------|--------|--------|----|-------------|
|  | Substantial construction complete             | Jul-25 | May-26 | LS | In Progress |
|  | Clive Festival                                | Jul-25 | Jul-26 | LS | Not Started |
|  | Construction complete                         | Oct-25 | May-26 | LS | Not Started |
|  | Development of Programming for New GB Landing | Aug-25 | Mar-26 | LS | Not Started |

### **2024-25 Policy Agenda Actions: High Priority**

|                                                                        |                                           |        |        |        |            |
|------------------------------------------------------------------------|-------------------------------------------|--------|--------|--------|------------|
| Leisure Services Sign-Up System: Direction, Funding and Implementation | Recommence research on possible platforms | Oct-24 | Oct-24 | ACM/LS | Done       |
|                                                                        | Identify the preferred platform           | Nov-24 | May-25 | ACM/LS | Done       |
|                                                                        | Prepare request for FY 25-26 Budget       | Dec-24 | Dec-24 | ACM/LS | Done       |
|                                                                        | Budget workshop: FY 25/26                 | Feb-25 | Feb-25 | ACM/LS | Done       |
|                                                                        | CC Decision: FY 25/26 Budget Adoption     | Apr-25 | Apr-25 | ACM/LS | Done       |
|                                                                        | Platform purchase                         | Jul-25 | Jul-25 | ACM/LS | Not Needed |
|                                                                        | Project kickoff                           | Aug-25 | Aug-25 | ACM/LS | Not Needed |
|                                                                        | Implementation completed                  | Mar-26 | Mar-26 | ACM/LS | Not Needed |

### **2024-25 Policy Agenda Actions: Moderate Priority**

|                                                              |                                                       |        |        |    |             |
|--------------------------------------------------------------|-------------------------------------------------------|--------|--------|----|-------------|
| 82nd Trail Connection - Land Acquisition, Design and Funding | Develop high level trail alignment concept            | Oct-24 | Oct-24 | LS | Done        |
|                                                              | CC Presentation: Trail Concept                        | Oct-24 | Nov-24 | LS | Done        |
|                                                              | CC Decision/Funding: Request Funding for Trail Design | Dec-24 | Dec-24 | LS | Done        |
|                                                              | Begin Trail design, either in-house or consultant     | Jan-25 | Aug-25 | LS | Not Started |
|                                                              | Design - 50% Complete                                 | Aug-25 | Oct-25 | LS | Not Started |
|                                                              | Design - 100% complete                                | Sep-25 | Jan-26 | LS | Not Started |
|                                                              | Trail Construction Funding: CIP Request               | Nov-25 | Nov-25 | LS | Not Started |

### **2024-25 Policy Agenda Actions: Low Priority**

|                                                                                                     |                                                         |        |        |    |             |
|-----------------------------------------------------------------------------------------------------|---------------------------------------------------------|--------|--------|----|-------------|
| Publicly Owned Pond Maintenance - Shadow Creek and Others: Neighborhood Expectations and Engagement | Prepare plan/report for the neighborhood meeting        | Sep-24 | Sep-24 | LS | Done        |
|                                                                                                     | Meeting w/ Shadow Creek Pond residents                  | Sep-24 | Sep-24 | LS | Done        |
|                                                                                                     | Prepare policy statement on pond management             | Nov-24 | Jul-25 | LS | In Progress |
|                                                                                                     | CC Decision: Policy Statement for Adoption              | Dec-24 | Aug-25 | LS | Not Started |
|                                                                                                     | Funding: Prepare funding request for aeration (if need) | Dec-24 | Dec-24 | LS | N/A         |
|                                                                                                     | Budget Workshop: FY 25-26 Budget Direction              | Feb-25 | Feb-25 | LS | Done        |
|                                                                                                     | Prepare pond mgmt plan covering all city ponds          | Apr-25 | Jul-25 | LS | In Progress |
|                                                                                                     | CC Decision: FY 25/26 Budget Approval                   | Apr-25 | Apr-25 | LS | N/A         |
|                                                                                                     | Communicate mgmt plan to all adjacent property own      | May-25 | Aug-25 | LS | Not Started |
| Dog Park: Concept, Best Practices, Options,                                                         | Report on best practices                                | Nov-24 | Jul-25 | LS | In Progress |
|                                                                                                     | Develop a program and concept for a Clive dog park      | Feb-25 | Aug-25 | LS | In Progress |

|                                                             |                                                        |        |        |    |             |
|-------------------------------------------------------------|--------------------------------------------------------|--------|--------|----|-------------|
| Locations, Direction and Funding                            | Identify potential locations for dog park (3)          | Apr-25 | Aug-25 | LS | In Progress |
|                                                             | Develop cost estimates for each potential location (3) | Jun-25 | Aug-25 | LS | In Progress |
|                                                             | CC Presentation/Direction: Dog Park Concepts           | Aug-25 | Sep-25 | LS | Not Started |
| Greenbelt Strategic Land Acquisition: Direction and Funding | Develop document of potential land acquisitions        | Apr-25 | Jul-25 | LS | In Progress |
|                                                             | Prioritize highest priority targets for acquisitions   | Jun-25 | Jul-25 | LS | In Progress |
|                                                             | Apply for REAP grant                                   | Aug-25 | Aug-25 | LS | In Progress |
|                                                             | CC Presentation/Report: Broad Plan and Future Steps    | Aug-25 | Aug-25 | LS | Not Started |
|                                                             | Begin first acquisitions                               | Oct-25 | Oct-25 | LS | Not Started |
|                                                             | First Acquisitions completed                           | Mar-26 | Mar-26 | LS | Not Started |

### **2024-25 Management Agenda Actions: Top Priority**

|                                                                                         |                                                   |        |        |    |             |
|-----------------------------------------------------------------------------------------|---------------------------------------------------|--------|--------|----|-------------|
| City-Owned Flood Buyout Property - Short-Term Re-Use Strategy for Temporary Park        | Survey of potential park uses                     | Sep-24 | Sep-24 | LS | Done        |
|                                                                                         | Prepare conceptual plan for temporary park uses   | Dec-24 | Dec-24 | LS | Done        |
|                                                                                         | Present conceptual uses to Parks, Rec, Art Board  | Jan-25 | Jan-25 | LS | Done        |
|                                                                                         | CC Presentation/Decision: Park Conceptual Plan    | Jan-25 | Jan-25 | LS | Done        |
|                                                                                         | Completion of first phase of improvements         | Jun-25 | Jul-25 | LS | In Progress |
|                                                                                         | Completion of second phase of improvements        | TBD    | TBD    | LS | Not Started |
| Linnan Park A) Park Redevelopment B) Harbach Blvd - Phase 2 Concepts C) Stormwater Plan | A. Amenity survey for playground, shelter, spray  | Sep-24 | Sep-24 | LS | Done        |
|                                                                                         | A. CC Presentation: Survey Results of concepts    | Oct-24 | Oct-24 | LS | Done        |
|                                                                                         | A. Public Meeting on updated concepts, Harbach    | Oct-24 | Oct-24 | LS | Done        |
|                                                                                         | A. 50% Design reviewed by staff                   | Nov-24 | Nov-24 | LS | Done        |
|                                                                                         | A. 90% Design reviewed by staff                   | Dec-24 | Mar-25 | LS | Done        |
|                                                                                         | A. Finalize Land Acquisition for Park             | Dec-24 | Feb-25 | LS | Done        |
|                                                                                         | A. Funding: Apply for Prairie Meadows Grant       | Feb-25 | Feb-25 | LS | Done        |
|                                                                                         | A. Site Plan Submittal                            | Feb-25 | Jan-25 | LS | Done        |
|                                                                                         | A. Design 100% Plan set completed                 | Feb-25 | Mar-25 | LS | Done        |
|                                                                                         | A. Bid docs, plans and specifications completed   | Mar-25 | Mar-25 | LS | Done        |
|                                                                                         | A. CC Decision: Site Plan, Plans and Specs, Bids  | Apr-25 | May-25 | LS | Done        |
|                                                                                         | A. Construction Starts                            | May-25 | Jun-25 | LS | Done        |
|                                                                                         | A. Groundbreaking ceremony                        | Jun-25 | Jun-25 | LS | In Progress |
|                                                                                         | A. Construction completed                         | Jun-26 | Jun-26 | LS | Not Started |
|                                                                                         | B. Staff presented concepts by SmithGroup/V&K     | Sep-24 | Sep-24 | LS | Done        |
|                                                                                         | B. Revisions of concepts                          | Oct-24 | Nov-24 | LS | Done        |
|                                                                                         | B. Final concepts from consultant                 | Nov-24 | Dec-24 | LS | Done        |
|                                                                                         | B. City Staff starts design based off concepts    | Jan-25 | Jan-25 | LS | Done        |
|                                                                                         | C. Report: Draft report from consultant delivered | Sep-24 | Dec-24 | LS | Done        |
|                                                                                         | C. Final Report: Consultant delivers final report | Nov-24 | Dec-24 | LS | Done        |

### **2024-25 Management Agenda Actions: Low Priority**

|  |                                                 |        |        |    |             |
|--|-------------------------------------------------|--------|--------|----|-------------|
|  | Review local and national best practices/report | Feb-25 | Feb-25 | LS | In Progress |
|--|-------------------------------------------------|--------|--------|----|-------------|



|                                                                                            |                                                         |        |        |    |             |
|--------------------------------------------------------------------------------------------|---------------------------------------------------------|--------|--------|----|-------------|
| Aquatic Center Programs<br>Strategy: Pool<br>Scholarship Program and<br>Regional Pool Pass | Draft proposed scholarship program,<br>eligibility/cost | Jul-25 | Jul-25 | LS | In Progress |
|                                                                                            | Direction: Present program to Parks, Rec, Art<br>Board  | Aug-25 | Aug-25 | LS | Not Started |
|                                                                                            | CC Decision: Aquatic Center Scholarship Prog<br>App     | Aug-25 | Aug-25 | LS | Not Started |
|                                                                                            | Work w/ Clive Comm Foundation fund<br>development       | Aug-25 | Aug-25 | LS | Not Started |
|                                                                                            | Program implementation                                  | Jan-26 | Jan-26 | LS | Not Started |
| Recreation Revenue<br>Recovery Guidelines:<br>Direction                                    | Research best practices and develop report              | Jan-25 | Aug-25 | LS | In Progress |
|                                                                                            | Develop proposed guidelines for the program             | May-25 | Sep-25 | LS | In Progress |
|                                                                                            | Present proposed guidelines to Parks Board              | May-25 | Oct-25 | LS | Not Started |
|                                                                                            | CC Presentation: Proposed policy/guidelines             | May-25 | Nov-25 | LS | Not Started |
|                                                                                            | Revise policy based on Parks and CC feedback            | Jun-25 | Nov-25 | LS | Not Started |
|                                                                                            | Parks Board adoption of guidelines                      | Aug-25 | Dec-25 | LS | Not Started |
|                                                                                            | CC Decision: Recreation Revenue Guidelines<br>Adopt     | Sep-25 | Jan-26 | LS | Not Started |



## Memo

**TO:** Mayor and Council members

**FROM:**

**DATE:** September 25, 2025

**RE:** Community Development Report - August 2025

### **SYNOPSIS:**

#### Attachments:

1. Com Dev Report - 07-2025

## **MEMO**

**To: Honorable Mayor and City Council**

**From: Doug Ollendike, Community Development Director**

**Date: August 28, 2025**

**Re: Community Development Monthly Report**

### **Building Services Division**

3 new single-family homes were permitted in July with a valuation of \$1,667,685. A total of 43 permits were issued which included new construction, remodels, additions, fences, decks, sheds, etc.

### ***Commercial Permits Issued***

Vision Electrical and Plumbing's renovations at 2163 NW 111<sup>th</sup> ST is needing a final inspection and they will be wrapped up with this project. Staff has conducted a pre-final walkthrough; however, no final inspection has been scheduled yet.

Amare Vita/MavenCrux has completed all the site work. Due to the homes not selling, the finishing of a few of the homes has been delayed. All exteriors are buttoned up on these homes. Additionally, the remaining two homes yet to be constructed, have the foundations installed only.

The interior work at "The McCoy" apartments located at 11040 Hickman RD is complete. Final inspections have been conducted. Some of the exterior work is still outstanding with the contractor working towards completion.

The Emerald Isle townhome project has full permits for the second building of six units; interior finishing progress is being made on these two buildings. The street work has been completed. No final inspections will be scheduled on the first building until all of the necessary development paperwork is completed, including the final platting.

The CO has been issued to the Silverstar Carwash at 15451 Hickman RD. Staff has been paying attention to the Emerald Isle street project that is tied to the Silverstar Carwash CO. Good progress is being made on the street.

A building permit has been issued for 12931 University AVE for a new hair salon; final inspections have been done; however, they are still waiting on some electrical equipment to arrive.

The permit has been issued for Greenbelt Landing. Interior work along with exterior work is in full swing on the building and exterior improvements.

Staff has issued a permit for an addition and large interior remodel located at 12605 Woodlands PKWY; finish work is nearing completion.

A permit for the Starbucks shell building and tenant finish located at 15935 Hickman RD has been issued and the shell project has been inspected up to framing. Staff was recently notified that Starbucks has pulled out of the project and the developer is currently looking for a new tenant for the constructed shell building. Staff has been working with the developer to get cleanup actions, stabilization measures and the open building secured.

A remodel permit for the former Beauty Brands has been issued to split the building into two tenant spaces. A final inspection has been completed on the Chipotle tenant finish and we are awaiting plans for the second tenant space within the next few weeks. The shell building remodel is complete.

The building permit has been issued for a locker room remodel and minor exterior modifications at the Genesis Health and Fitness Club (10930 Hickman RD). This project is progressing slowly; due to intricate details included in the new locker rooms. Additionally, the contractor is working on cosmetic finishes within the entire building; which has also been a slow process.

An addition permit has been submitted for Weissenburger Investments located at 16400 Sheridan RD; staff is currently reviewing the plans. Permits will be issued soon.

The Krispy Kreme remodel, due to a fire, is complete and the business has a full CO.

A small interior remodel permit is under review for 1300 NW 138<sup>th</sup> Street. They are looking to add some basement windows and finish work associated with the new window installation.

A permit has been issued for Indian Hills School (9401 Indian Hills Dr.) for adding a seclusion/isolation room.

Staff is working with Mister Car Wash and their dry floodproofing improvements. Flood barriers have been added to all openings below the base flood elevation.

Staff is working on the draft for the new rental code. The Public hearing will be in September with a presentation of the proposed changes.

### **Planning Services Division**

The 86<sup>th</sup> Street Neighborhoods Plan was approved by Council on September 9, 2022. Staff are working on implementation. Planning staff has worked with a commercial property owner to create a proposed outlot for acquisition of land needed for future construction of the 82<sup>nd</sup> Street trail.

Emerald Isle Townhomes has substantially completed utilities and street construction. Staff anticipates a final plat will be approved in the near future.

Fortress Bank, 11140 Hickman Rd, has submitted a site plan for a 3-story, 18,000 square foot retail and office bank building. Staff is working through the Urban Renewal Plan Amendment to support their TIF rebate request.

Chili's, 11411 Forest Ave, is completing a landscaping refresh and has submitted updated plans in anticipation of installation this fall.

Genesis Health, 10930 Hickman Rd, has removed dead and diseased trees (primarily ash) throughout the site. Replacement plantings are scheduled to be installed this fall.

Krispy Kreme, 1880 NW 86<sup>th</sup> St, has submitted a site plan amendment for complete accessibility upgrades in their parking lot.

Dehner Distillery, 1480 NW 86<sup>th</sup> St, has received site plan approval. Staff is working through the Urban Renewal Plan Amendment to support their TIF rebate request.

Exterior building and site improvements for the multi-tenant building at 10001 University Ave (formerly Beauty Brands) is nearing completion.

Staff is finalizing recommendations for Off-Street Parking and Circulation requirements and anticipates setting public hearing at an upcoming Council meeting.

### **Zoning Compliance Certifications Issued**

| <b>Business</b>            | <b>Address</b>           | <b>Issue Date</b> |
|----------------------------|--------------------------|-------------------|
| Beck Engineering           | 2480 BERKSHIRE PKWY      | 07/18/2025        |
| Census Bureau Office       | 2175 NW 86TH ST          | 07/21/2025        |
| Salvation Army Church      | 1400 NW 100TH ST         | 07/28/2025        |
| Integrated Psychiatry PLLC | 9550 HICKMAN RD          | 08/12/2025        |
| LensCrafters               | 10001 UNIVERSITY AVE 110 | 08/13/2025        |
| Calvary Chapel Living Hope | 9051 SWANSON BLVD        | 08/21/2025        |
| Diventures                 | 15966 HICKMAN RD         | 08/22/2025        |



1900 NW 114th ST  
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|                                         | Jul-24 | Jul-25 | YTD Total | Jul-25      | YTD Total    |
|-----------------------------------------|--------|--------|-----------|-------------|--------------|
| Building Permit - New Single Family     | 5      | 3      | 29        | \$1,667,685 | \$15,654,577 |
| Building Permit - New Townhome          | 0      | 0      | 0         | \$0         | \$0          |
| Building Permit - New Condominium       | 0      | 0      | 0         | \$0         | \$0          |
| Building Permit - Residential Additions | 5      | 6      | 28        | \$362,966   | \$1,396,171  |
| Building Permit - Residential Remodel   | 1      | 1      | 14        | \$225,000   | \$719,385    |
| Building Permit - New Commercial        | 1      | 0      | 0         | \$0         | \$0          |
| Building Permit - Commercial Additions  | 0      | 0      | 0         | \$0         | \$0          |
| Building Permit - Commercial Remodel    | 6      | 1      | 16        | \$3,941     | \$9,369,699  |
| <b>FYTD TOTALS</b>                      |        |        |           |             |              |
| Building Permit - New Single Family     | 5      | 3      |           | \$1,667,685 |              |
| Building Permit - New Townhome          | 0      | 0      |           | \$0         |              |
| Building Permit - New Condominium       | 0      | 0      |           | \$0         |              |
| Building Permit - Residential Additions | 5      | 6      |           | \$362,966   |              |
| Building Permit - Residential Remodel   | 1      | 1      |           | \$225,000   |              |
| Building Permit - New Commercial        | 1      | 0      |           | \$0         |              |
| Building Permit - Commercial Additions  | 0      | 0      |           | \$0         |              |
| Building Permit - Commercial Remodel    | 6      | 1      |           | \$3,941     |              |



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July 2025  
RESIDENTIAL PERMIT ACTIVITY

/ SINGLE FAMILY

| <u>DATE</u>  | <u>NO.</u> | <u>STREET</u> | <u>APPLICANT</u>             | <u>VALUATION</u> | <u>SUBDIVISION</u>   |
|--------------|------------|---------------|------------------------------|------------------|----------------------|
| 07/09/2025   | 18018      | CREEKSIDE DR  | Black Horse Construction LLC | \$536,777        | SHADOW CREEK WEST    |
| 07/15/2025   | 18137      | HIDDEN KNOLL  | Frampton Homes               | \$610,857        | SHADOW CREEK PLAT 06 |
| 07/17/2025   | 18100      | ALDERLEAF DR  | Caliber Homes                | \$520,051        | SHADOW CREEK WEST    |
| TOTAL        |            |               |                              | \$1,667,685      |                      |
| YTD CALENDAR |            |               |                              | \$15,654,577     |                      |
| YTD FISCAL   |            |               |                              | \$1,667,685      |                      |

W TOWNHOME

| <u>DATE</u>  | <u>NO.</u> | <u>STREET</u> | <u>APPLICANT</u> | <u>VALUATION</u> | <u>SUBDIVISION</u> |
|--------------|------------|---------------|------------------|------------------|--------------------|
| TOTAL        |            |               |                  | \$0              |                    |
| YTD CALENDAR |            |               |                  | \$0              |                    |
| YTD FISCAL   |            |               |                  | \$0              |                    |

NEW CONDOMINIUM/MULTI-FAMILY

| <u>DATE</u>  | <u>NO.</u> | <u>STREET</u> | <u>APPLICANT</u> | <u>VALUATION</u> | <u>SUBDIVISION</u> |
|--------------|------------|---------------|------------------|------------------|--------------------|
| TOTAL        |            |               |                  | \$0              |                    |
| YTD CALENDAR |            |               |                  | \$0              |                    |
| YTD FISCAL   |            |               |                  | \$0              |                    |

RESIDENTIAL ADDITIONS

|              |       |            |                           |             |                           |
|--------------|-------|------------|---------------------------|-------------|---------------------------|
| 06/17/2025   | 18295 | ALPINE DR  | Paragon Builds LLC        | \$34,076    | Basement Finish           |
| 07/01/2025   | 8782  | ALICE AVE  | Harless Construction      | \$59,789    | Room Addition             |
| 07/07/2025   | 1631  | 132ND ST   | Buresh Home Solutions     | \$48,479    | Covered Deck              |
| 07/11/2025   | 2807  | 165TH ST   | Better Builders           | \$47,706    | New Covered and Open Deck |
| 07/16/2025   | 18394 | ALPINE DR  | Culp Home Improvement LLC | \$28,152    | Basement Finish           |
| 07/25/2025   | 16810 | AIRLINE DR | Buresh Home Solutions     | \$42,419    | Covered Deck              |
| TOTAL        |       |            |                           | \$362,966   |                           |
| YTD CALENDAR |       |            |                           | \$1,396,171 |                           |
| YTD FISCAL   |       |            |                           | \$362,966   |                           |

RESIDENTIAL REMODEL

|              |       |            |                            |           |              |
|--------------|-------|------------|----------------------------|-----------|--------------|
| 06/25/2025   | 13564 | VILLAGE CT | Croze & Lemke Construction | \$235,833 | Remodel Home |
| TOTAL        |       |            |                            | \$225,000 |              |
| YTD CALENDAR |       |            |                            | \$719,385 |              |





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July 2025  
COMMERCIAL PERMIT ACTIVITY

**NEW COMMERCIAL**

| <u>DATE</u> | <u>NO.</u> | <u>STREET</u> | <u>APPLICANT</u> | <u>VALUATION</u> | <u>DESCRIPTION</u> |
|-------------|------------|---------------|------------------|------------------|--------------------|
|             |            |               |                  | TOTAL            | \$0                |
|             |            |               |                  | YTD CALENDAR     | \$0                |
|             |            |               |                  | YTD FISCAL       | \$0                |

**COMMERCIAL ADDITIONS**

| <u>DATE</u> | <u>NO.</u> | <u>STREET</u> | <u>APPLICANT</u> | <u>VALUATION</u> | <u>DESCRIPTION</u> |
|-------------|------------|---------------|------------------|------------------|--------------------|
|             |            |               |                  | TOTAL            | \$0                |
|             |            |               |                  | YTD CALENDAR     | \$0                |
|             |            |               |                  | YTD FISCAL       | \$0                |

**COMMERCIAL REMODEL**

| <u>DATE</u> | <u>NO.</u> | <u>STREET</u>   | <u>APPLICANT</u>   | <u>VALUATION</u> | <u>DESCRIPTION</u>       |
|-------------|------------|-----------------|--------------------|------------------|--------------------------|
| 07/09/2025  | 9401       | INDIAN HILLS DR | JC Toland Painting | \$3,941          | Seclusion/isolation room |
|             |            |                 |                    | TOTAL            | \$3,941                  |
|             |            |                 |                    | YTD CALENDAR     | \$9,369,698              |
|             |            |                 |                    | YTD FISCAL       | \$3,941                  |

## Code Enforcement Activity Report for July 2025

### Violation Activity

- Investigated 68 new violations
  - 38 violations initiated through proactive enforcement of common code violations
  - 30 violations initiated through complaints of common code violations
  - 6 violation was abated by the City
- Investigations conducted
  - 68 initial inspections for common code violations
  - 46 follow up inspections
  - 114 total inspections
- July voluntary compliance rate was 91%
- Pulled 39 illegal signs from the City Right of Way
- July Case Breakdown

|                                                                |     |
|----------------------------------------------------------------|-----|
| 5-6-2(1(H)): Nuisances: Dense Overgrowth                       | -3  |
| 5-6-2(1(I)): Nuisances: Tall Grass and Weeds                   | -41 |
| 5-6-2(1(K)): Junk                                              | -1  |
| 5-6-6: Junk/Inoperable Vehicle                                 | -2  |
| 7-1-8: Debris Deposits Prohibited                              | -1  |
| 7-1-11: Use of Parkings                                        | -1  |
| 7-2-2: Duty of Abutting Property Owners – Sidewalks            | -1  |
| 7-5-5: Overhanging Trees                                       | -5  |
| 7-5-7(A): Removal of Trees and Stumps                          | -1  |
| 8-5-6: Yard Waste Removal                                      | -1  |
| 8-5-8: Open Dumping Prohibited                                 | -1  |
| 8-5-10(B): Storage of Trash/Recycling Containers               | -2  |
| 10-11-1: Erosion Control                                       | -6  |
| 11-4-5: Vision Clearance                                       | -1  |
| 11-13-5(K): Off Street Parking Regulations – Long Term Storage | -1  |

### Other Activities

- Continued work on priority issues
  - Continued work on parkway tree study and plan
  - Continued work on 2025 Sidewalk Repair Program
  - Educating violators with personal contact by phone and in person
  - Work with other departments as often as possible to strengthen relationships
  - Continued to look for opportunities to fine tune the Code Enforcement process



## Memo

**TO:** Mayor and Council members

**FROM:** Clay Garcia, Fire Chief

**DATE:** September 25, 2025

**RE:** Fire Department Report - August 2025

### **SYNOPSIS:**

Fire Department Report — August 2025

### Attachments:

1. 8-August 2025 Council Report



# Memo

**TO:** Honorable Mayor, City Council, City Manager

**FROM:** Clayton Garcia, Fire Chief

**DATE:** 9/4/2025

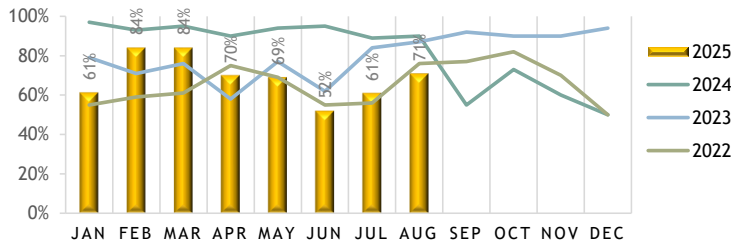
**RE:** August 2025 Monthly Report

| Target                                                                                                             | Milestones                                            | Status      |
|--------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------|-------------|
| Storm Debris Policy: Goals, City Role, Best Practices, Options, Direction and City Actions (Wind Event Operations) | Pre-Identify NWS "benchmarks" to initiate action plan | In Progress |
|                                                                                                                    | Review current City Damage Assessment Tools           | In Progress |
|                                                                                                                    | Implement mass notification and website comms         | In Progress |
|                                                                                                                    | Identify districts or zones for damage assessment     | In Progress |
|                                                                                                                    | Explore/evaluate Polk County Reg Assessment tool      | In Progress |
|                                                                                                                    | Identify number of staff members needed for assess    | In Progress |
|                                                                                                                    | Review draft Polk County Debris Mgmt Plan             | In Progress |
|                                                                                                                    | CC Work Session: Polk County Debris Mgmt Plan Rev     | In Progress |
| Target                                                                                                             | Milestones                                            | Status      |
| Fire-EMS Collaboration with Urbandale - Apparatus Sharing and Paramedicine 28Es                                    | Identify collaboration partner/s                      | Completed   |
|                                                                                                                    | Create, finalize and implement 28E for shared serv    | Completed   |
|                                                                                                                    | Finalize asset transfer of L325 and Urbandale unit    | Completed   |
|                                                                                                                    | Outfit new suppression apparatus for Station 32       | Completed   |
|                                                                                                                    | Complete "audit" of Clive/Urbandale response plan     | In Progress |
|                                                                                                                    | CC Decision: Shared Services 28E Agreement            | Completed   |
|                                                                                                                    | Create, finalize maintenance agreement w/ Urb         | Completed   |
|                                                                                                                    | CC Decision: Maintenance agreement adoption           | Completed   |
|                                                                                                                    | Prepare 28E (or internal resource) for bariatric care | Completed   |
|                                                                                                                    | CC Decision: 28E for bariatric patients' adoption     | Completed   |
|                                                                                                                    | Complete mini standards of coverage for Station 22    | Completed   |
|                                                                                                                    | Draft community health coordinator roles/response     | Not Started |
| Management Projects                                                                                                |                                                       | Status      |
| Fire Dept NFPA Physicals - Add Cancer Screening                                                                    |                                                       | Completed   |
| EMS Write Off Data                                                                                                 |                                                       | Completed   |
| Fire Staffing Levels/Makeup New Standards: Implementation                                                          |                                                       | Completed   |
| Hire All FT Staff: Solidification of Roles and Responsibilities: Update                                            |                                                       | Completed   |
| Public Safety Radio Replacement: Completion                                                                        |                                                       | Completed   |
| Public Safety Staff Recruitment/Retention Strategy: Continued Implementation                                       |                                                       | In Progress |
| Fire Vehicle Spec Process (320)                                                                                    |                                                       | In Progress |

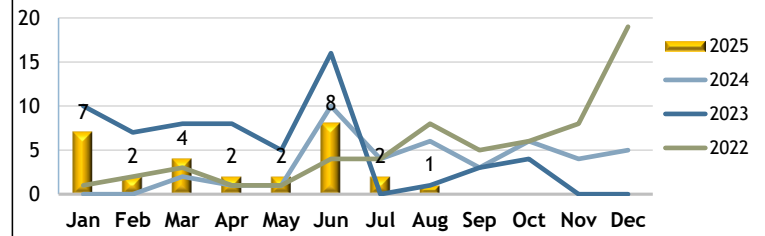


## Clive Fire Department Monthly Report August 2025

### 100% Staffing of On-Duty Shifts



### Mandatory Overtime Shifts

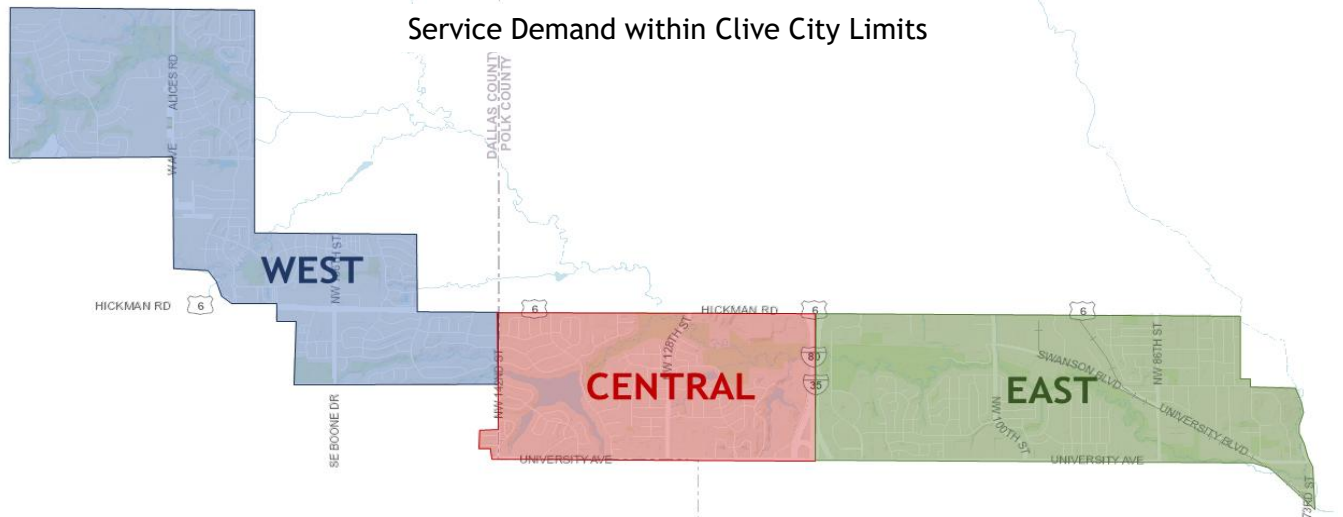


### Citizen Satisfaction for Safety in Clive Above Customized and National Benchmarks

Source: 2022 Citizen Satisfaction Survey Results

|                            | Percent Positive | Benchmark | Rank   | Rank Percentile |
|----------------------------|------------------|-----------|--------|-----------------|
| Fire Services              | 97               | Similar   | 39/317 | 92%             |
| Emergency Medical Services | 95               | Similar   | 29/293 | 90%             |
| Fire Prevention            | 92               | Similar   | 21/282 | 92%             |
| Emergency Preparedness     | 88               | Higher    | 2/281  | 99%             |

### Service Demand within Clive City Limits



| WEST  |    |       |
|-------|----|-------|
| EMS   | 18 | 9.7%  |
| Fire  | 11 | 5.9%  |
| Total | 29 | 15.7% |

| CENTRAL |    |       |
|---------|----|-------|
| EMS     | 27 | 14.6% |
| Fire    | 12 | 6.5%  |
| Total   | 39 | 21.1% |

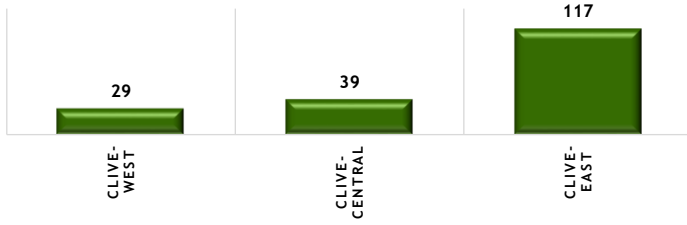
| EAST  |     |       |
|-------|-----|-------|
| EMS   | 82  | 44.3% |
| Fire  | 35  | 18.9% |
| Total | 117 | 63.2% |



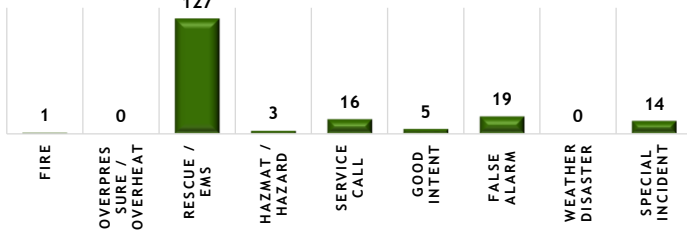
Clive Fire Department  
Service Demand  
August 2025

City of Clive

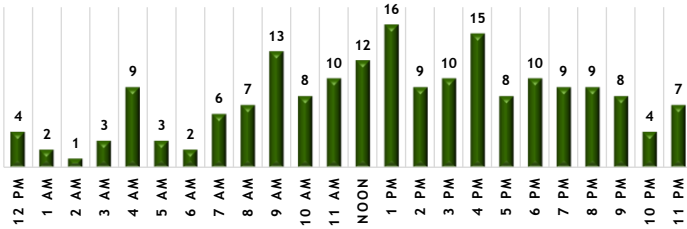
SERVICE DEMAND BY RESPONSE AREA



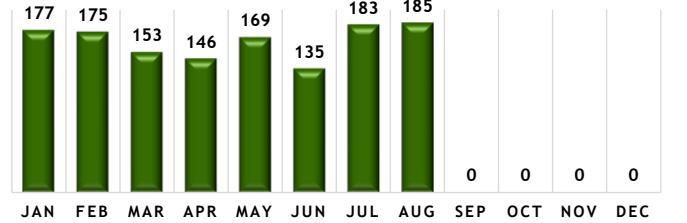
SERVICE DEMAND BY NFIRS CATEGORY



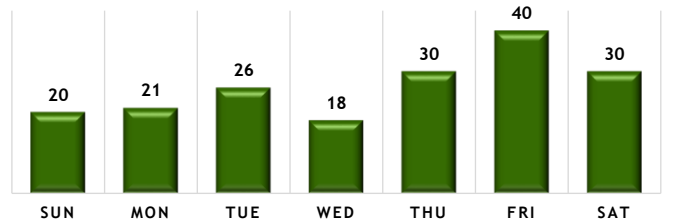
SERVICE DEMAND BY HOUR OF THE DAY



SERVICE DEMAND BY MONTH OF THE YEAR

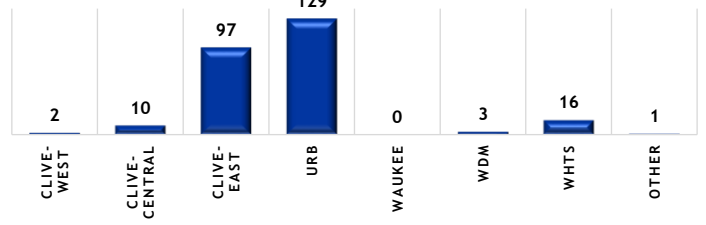


SERVICE DEMAND BY DAY OF THE WEEK

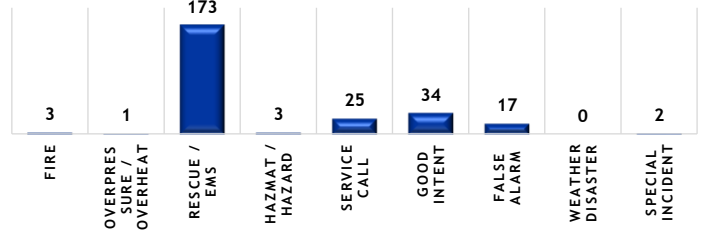


Station 32

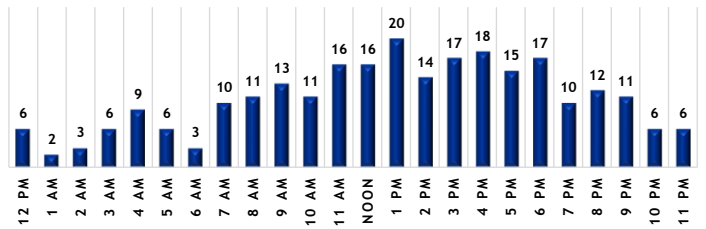
SERVICE DEMAND BY RESPONSE AREA



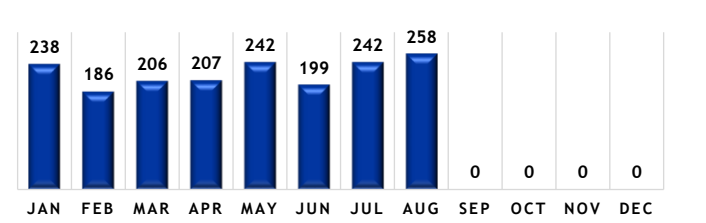
SERVICE DEMAND BY NFIRS CATEGORY



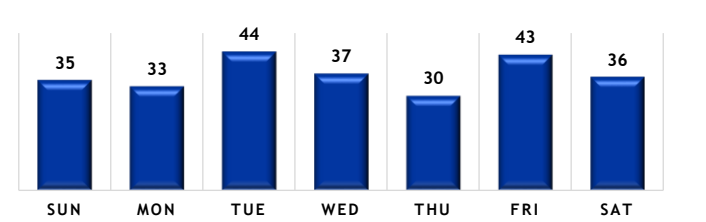
SERVICE DEMAND BY HOUR OF THE DAY



SERVICE DEMAND BY MONTH OF THE YEAR

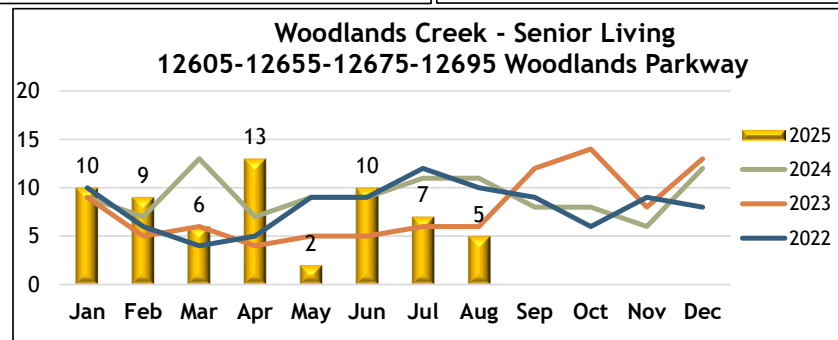
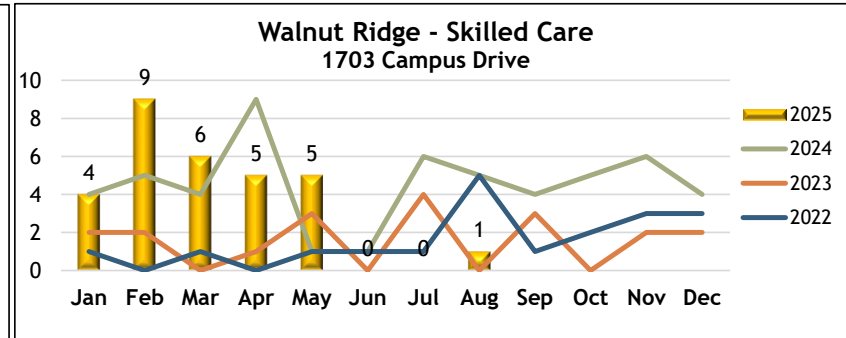
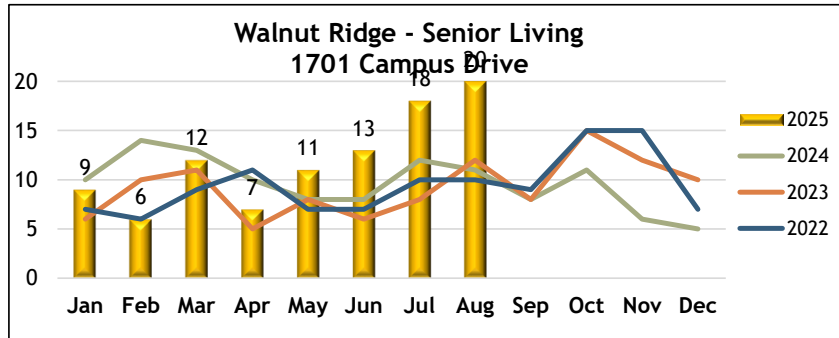
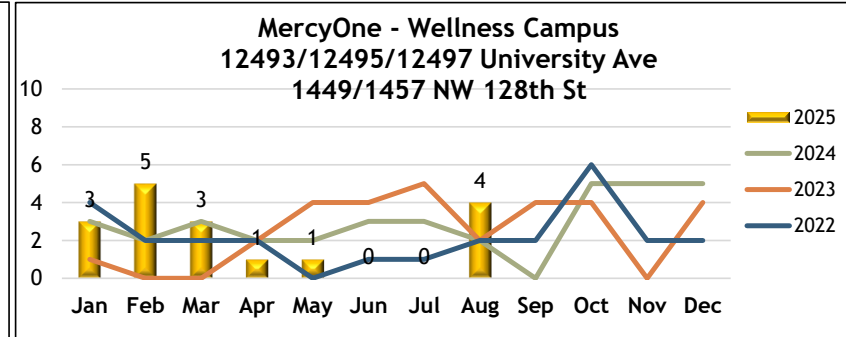
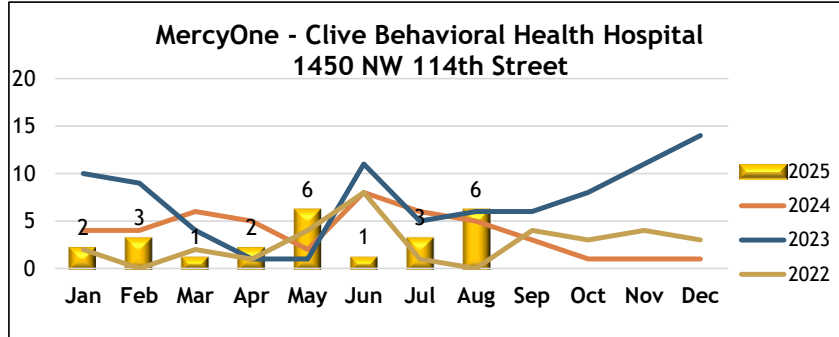
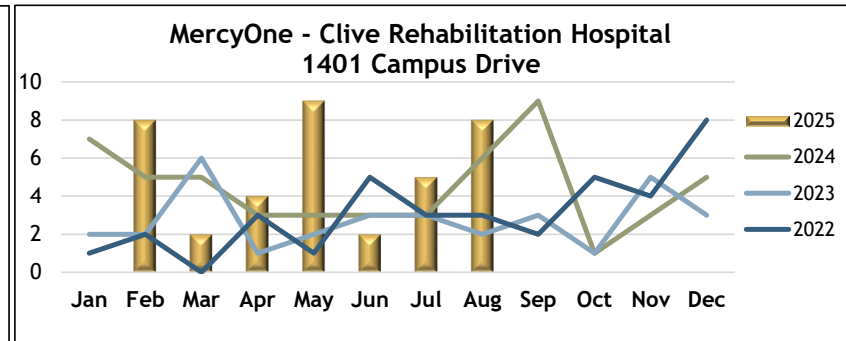
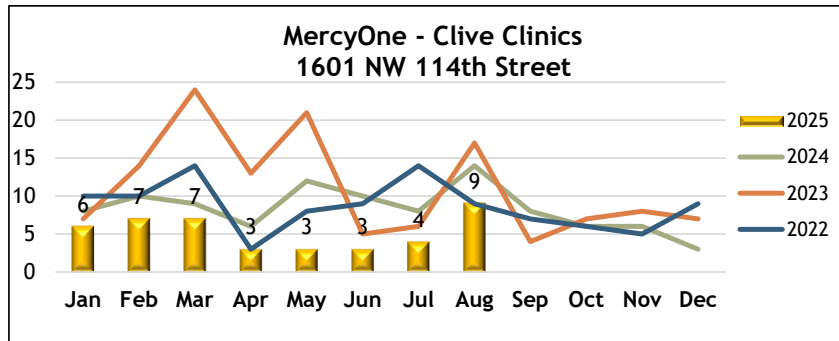


SERVICE DEMAND BY DAY OF THE WEEK





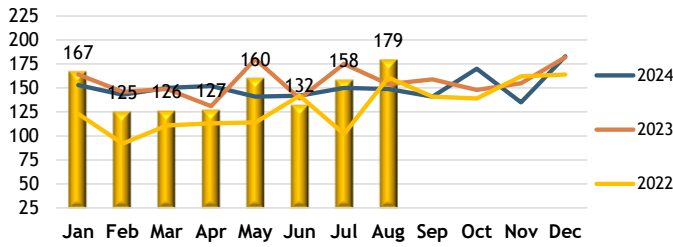
# Clive Fire Department Service Demand - EMS August 2025



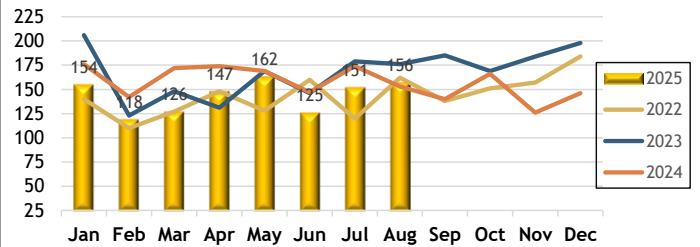


# Clive Fire Department Monthly Report August 2025

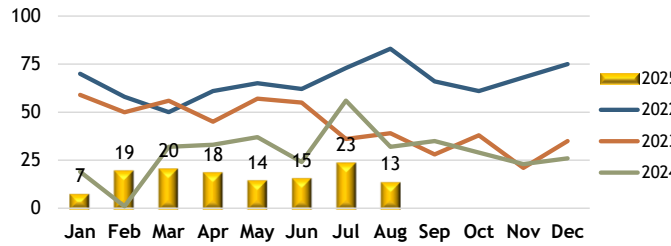
### Station 32 Ambulance Responses



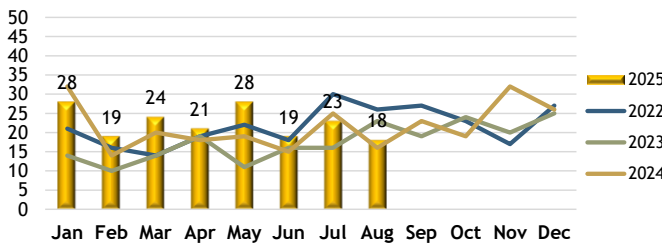
### Station 32 Engine/Ladder Responses



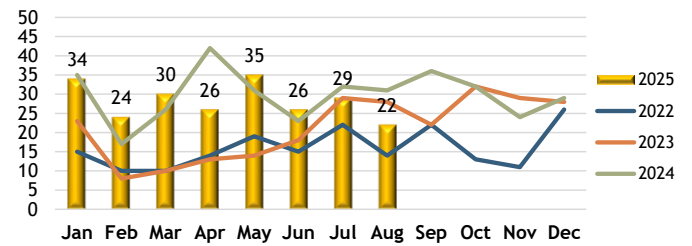
### Station 22 Engine Responses into Clive



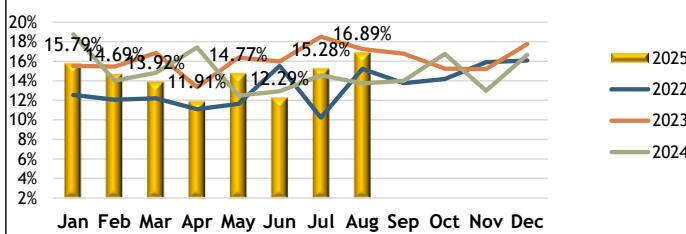
### Station 43 Ambulance Responses into Clive



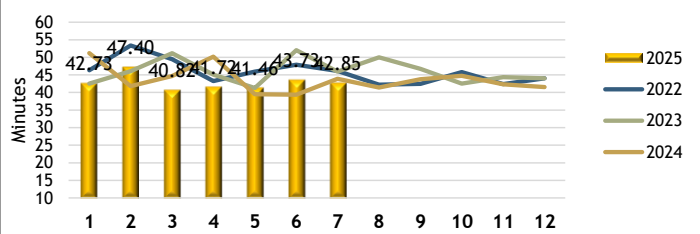
### Station 43 Engine Responses into Clive



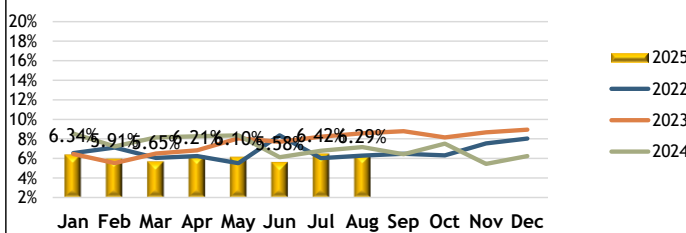
### Unit Hour Utilization - Clive Ambulance



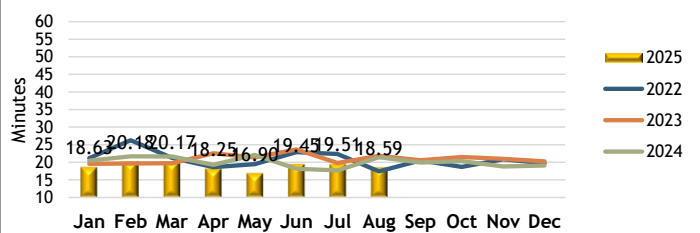
### Average Time Committed - Clive Ambulance



### Unit Hour Utilization - Clive Suppression

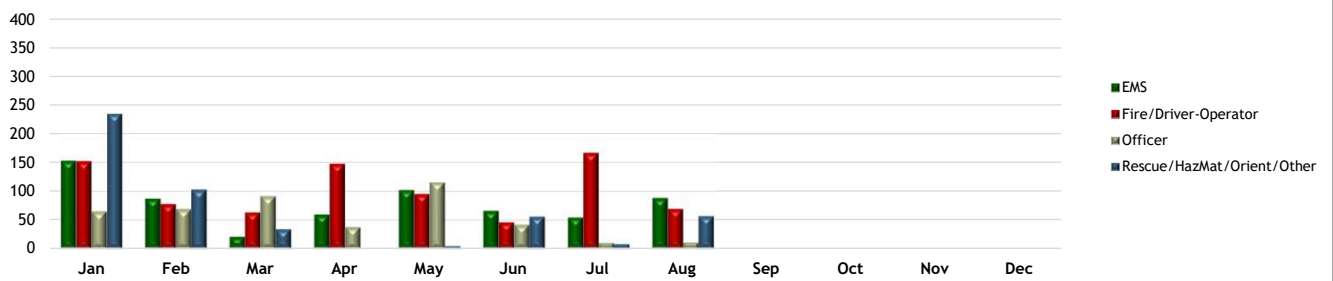


### Average Time Committed - Clive Suppression



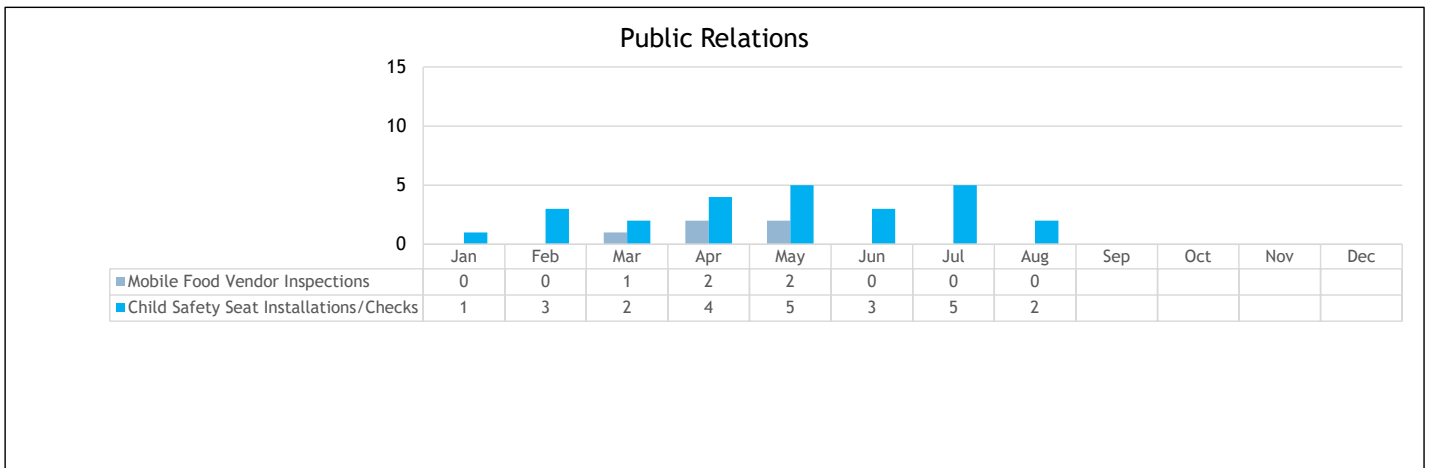
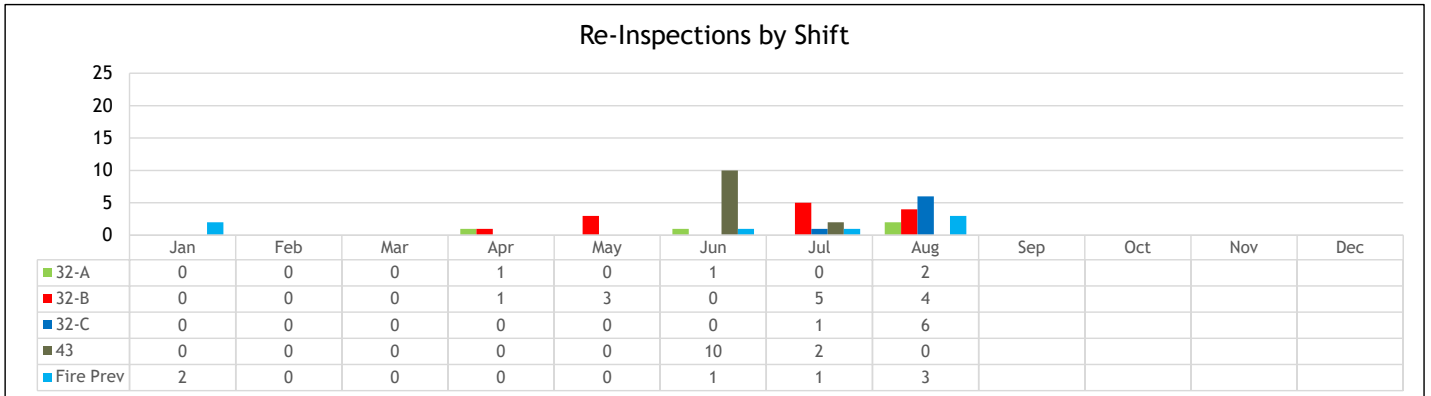
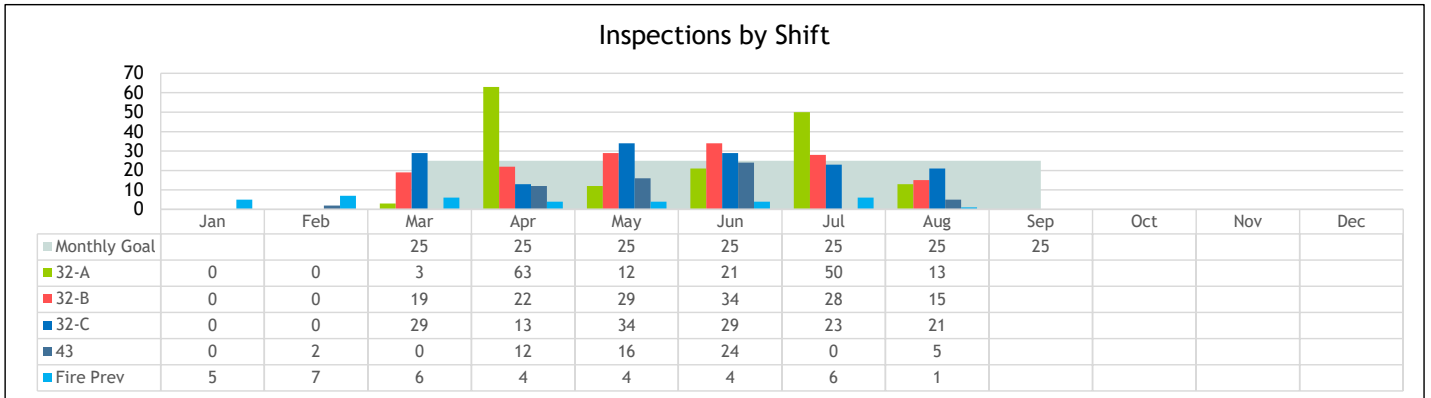
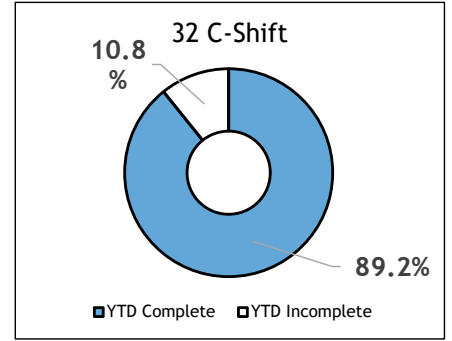
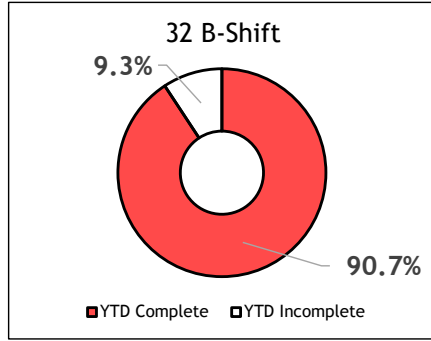
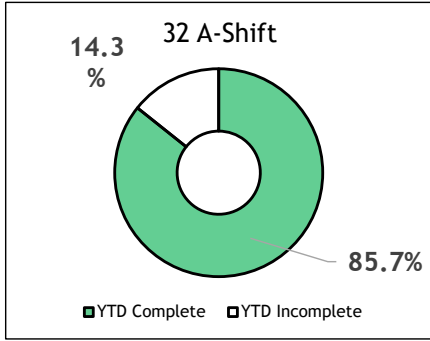


Training Hours - Current Year by Program Area





# Clive Fire Department Inspection/Prevention Monthly Report August 2025



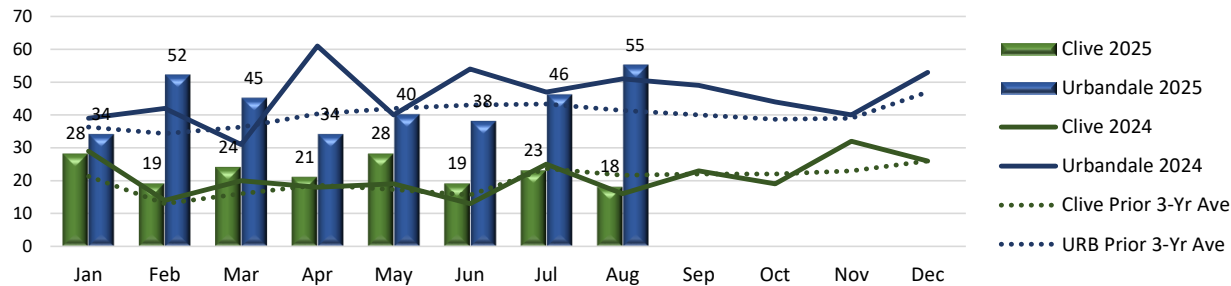


Clive Fire Department  
Shared Services Report  
August 2025

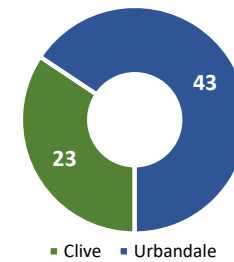
## Urbandale - Station 43

Station 43 Became Operational March 10, 2020

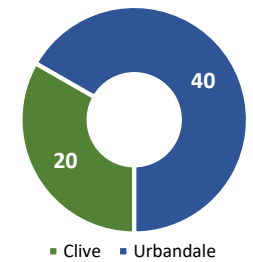
### Ambulance



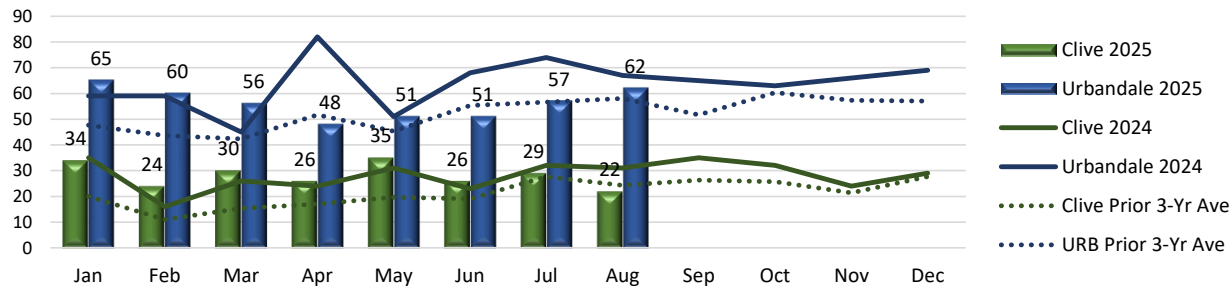
### Year to Date Monthly Average



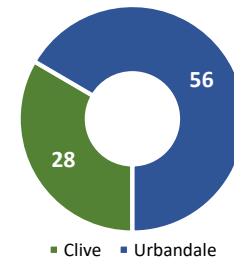
### Prior 3-Year Monthly Average



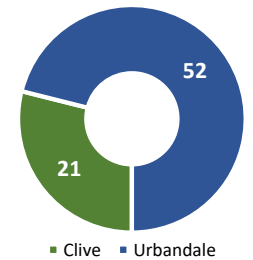
### Engine



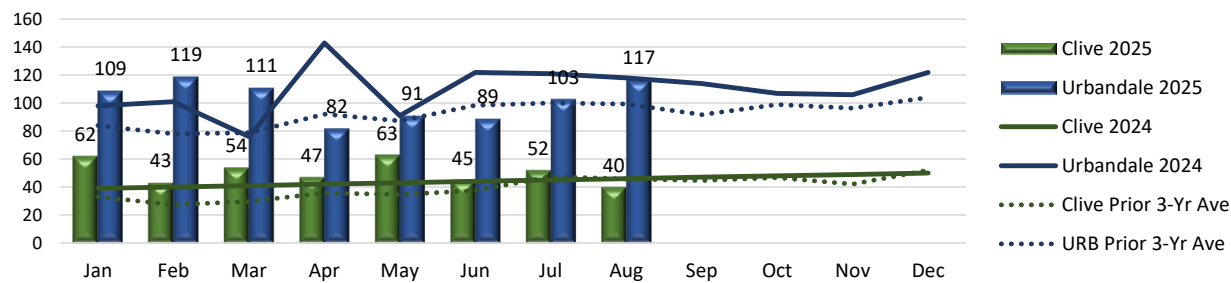
### Year to Date Monthly Average



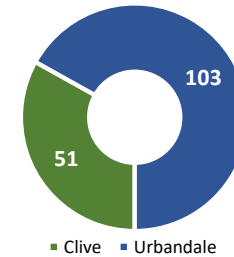
### Prior 3-Year Monthly Average



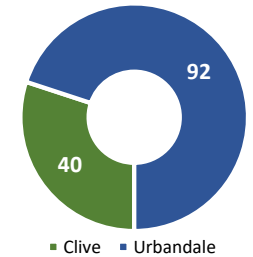
### Total (Ambulance & Engine)



### Year to Date Monthly Average



### Prior 3-Year Monthly Average



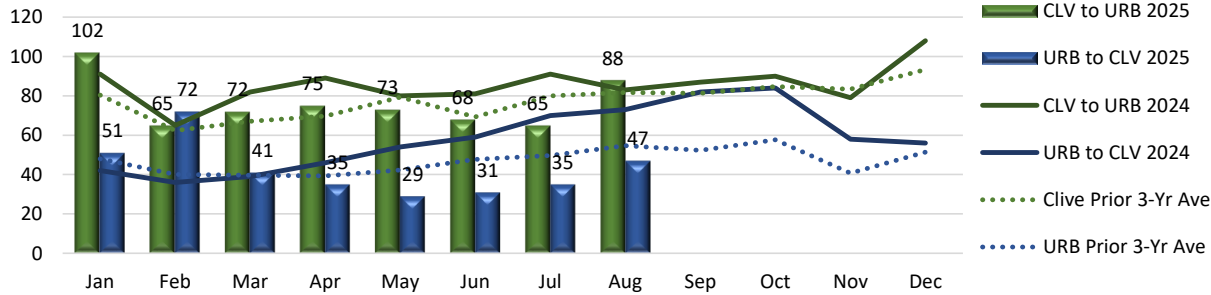


Clive Fire Department  
Shared Services Report  
August 2025

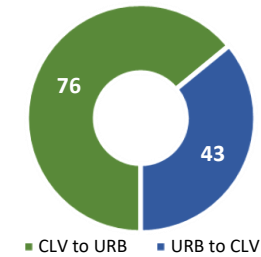
## Clive / Urbandale - Closest Unit Response

*Does Not Include Station 43*

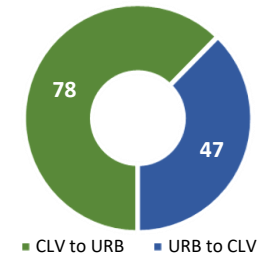
### Ambulance



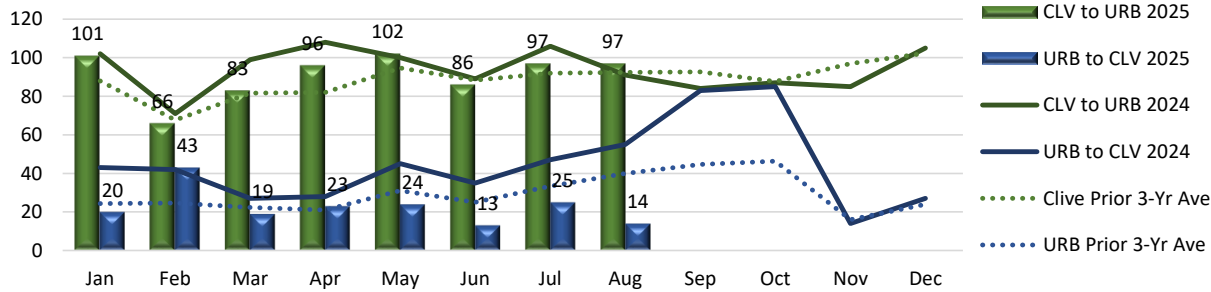
#### Year to Date Monthly Average



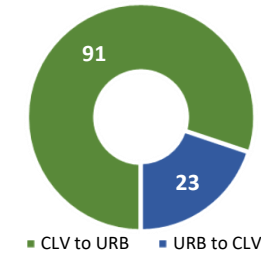
#### Prior 3-Year Monthly Average



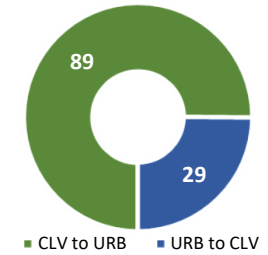
### Engine



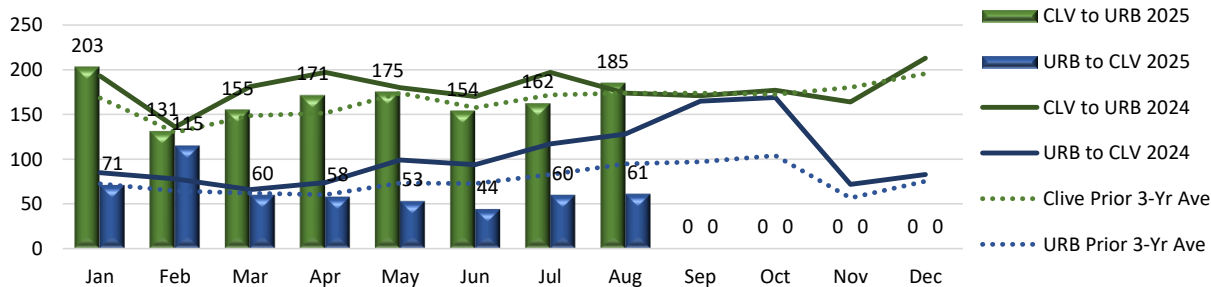
#### Year to Date Monthly Average



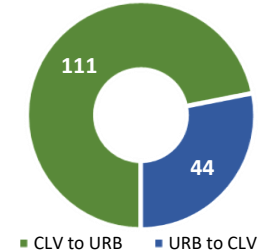
#### Prior 3-Year Monthly Average



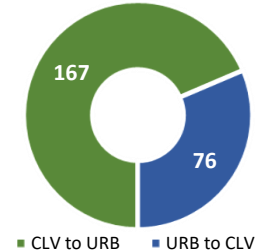
### Total (Ambulance & Engine)



#### Year to Date Monthly Average



#### Prior 3-Year Monthly Average



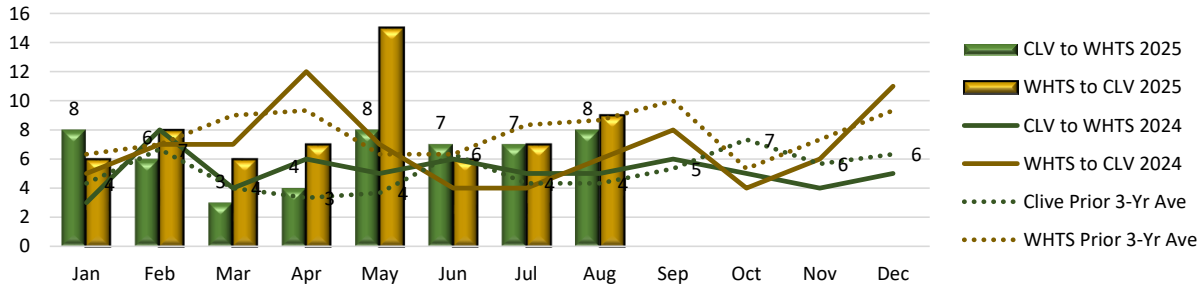


Clive Fire Department  
Shared Services Report  
August 2025

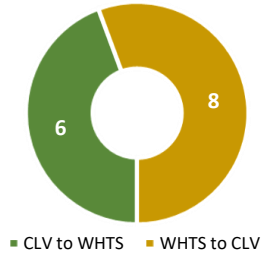
## Clive / Windsor Heights - Closest Unit Response

WHTS Joined Westcom 9/22/21 - CUR Initiated 10/15/21

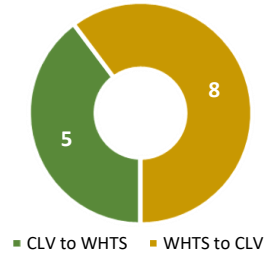
### Ambulance



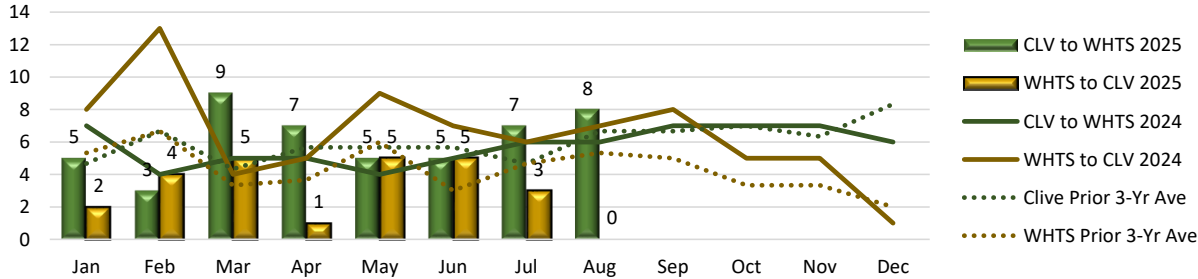
#### Year to Date Monthly Average



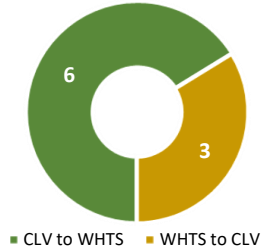
#### Prior 3-Year Monthly Average



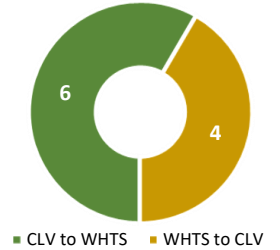
### Engine



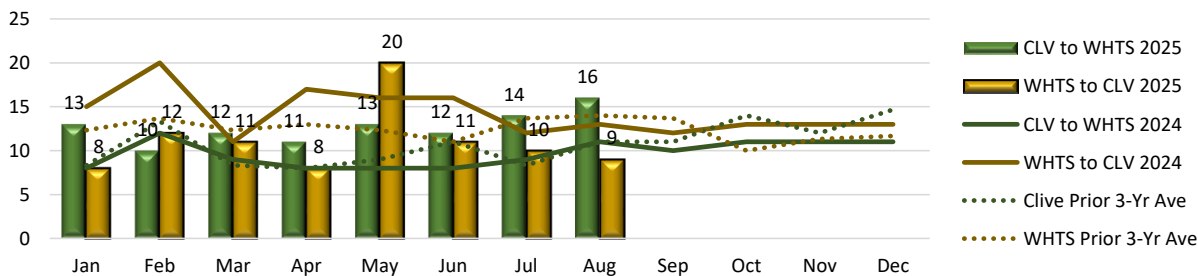
#### Year to Date Monthly Average



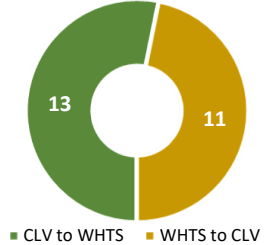
#### Prior 3-Year Monthly Average



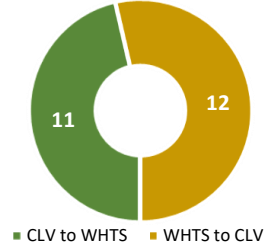
### Total (Ambulance & Engine)



#### Year to Date Monthly Average



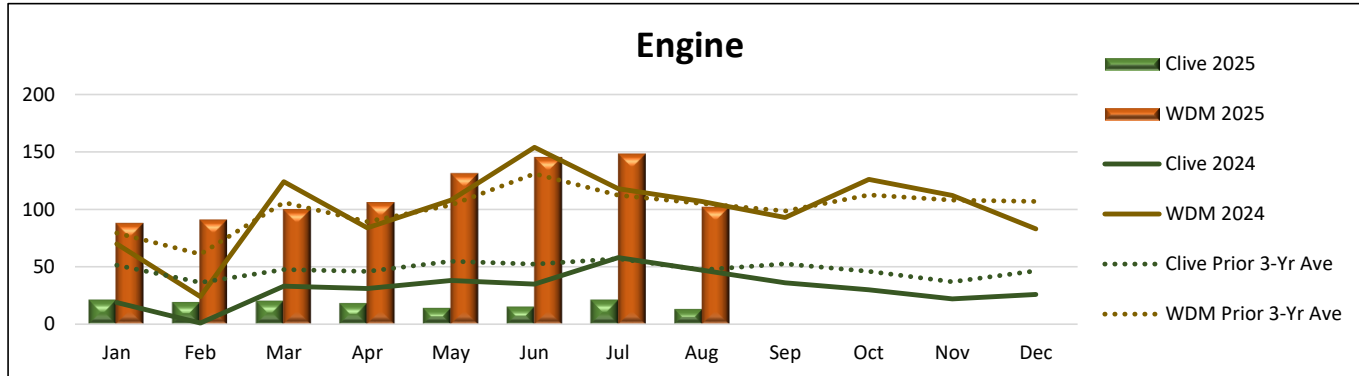
#### Prior 3-Year Monthly Average



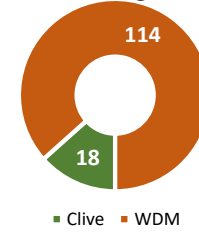


Clive Fire Department  
Shared Services Report  
August 2025

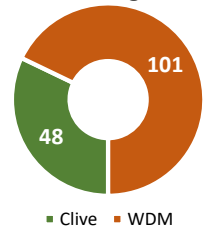
## West Des Moines - Station 22



Year to Date  
Monthly  
Average



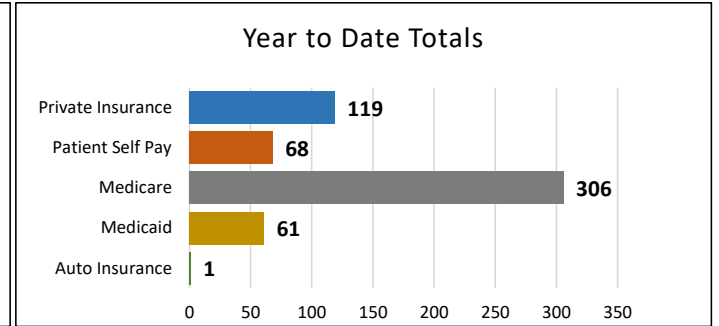
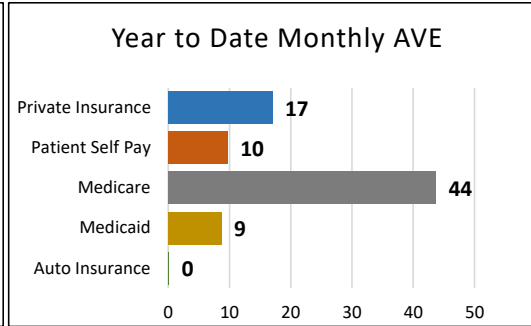
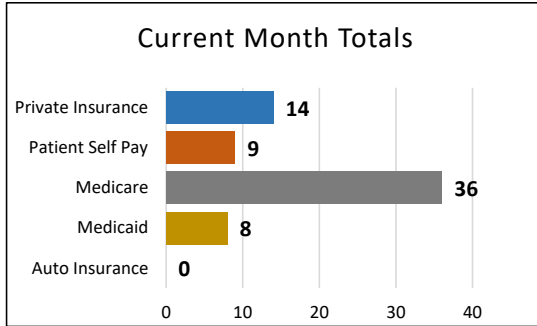
Prior 3-Year  
Monthly  
Average



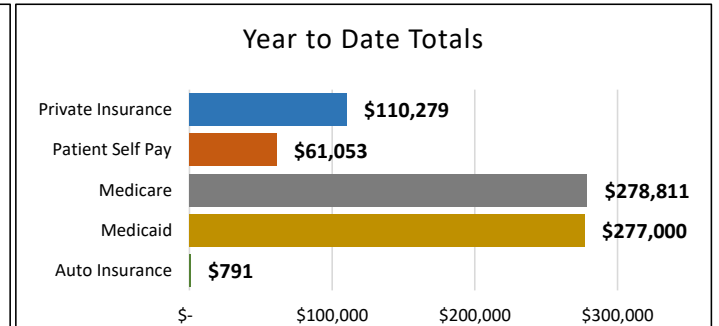
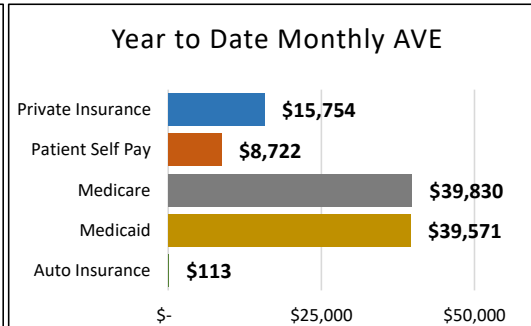
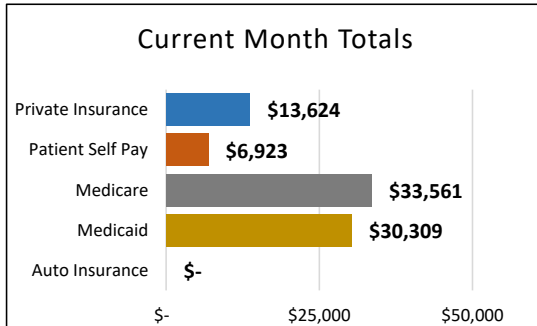


Clive Fire Department  
EMS Billing Report  
July  
2025

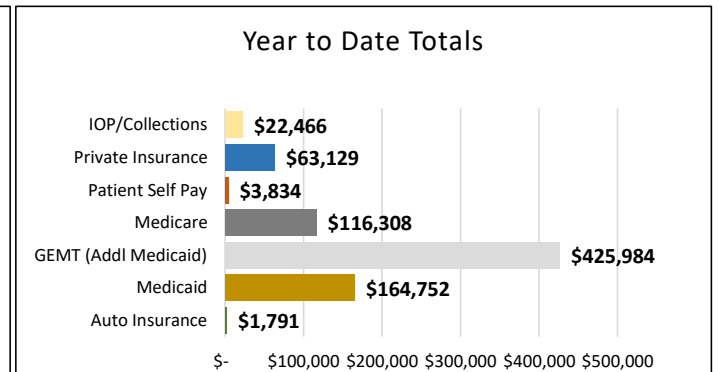
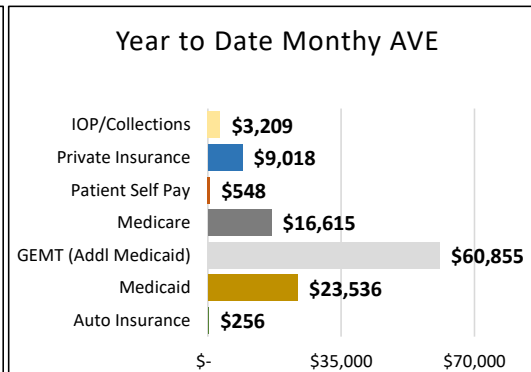
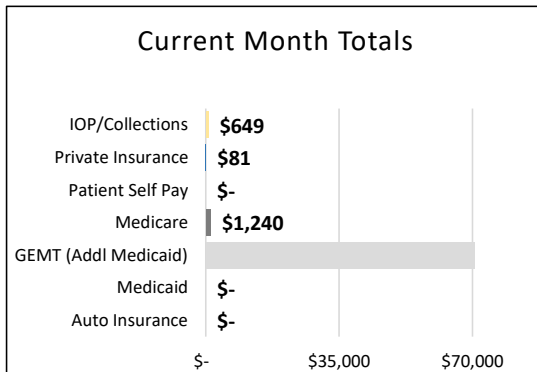
PAYOR BY TRIPS



PAYOR BY  
GROSS CHARGES

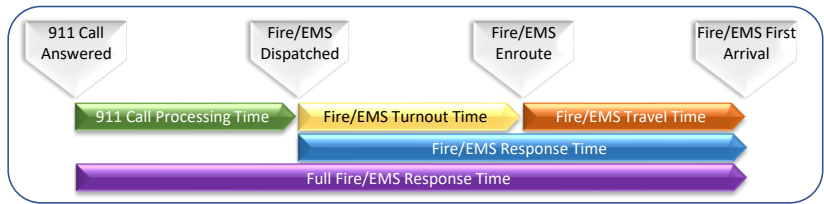


PAYOR BY \$  
PAYMENTS



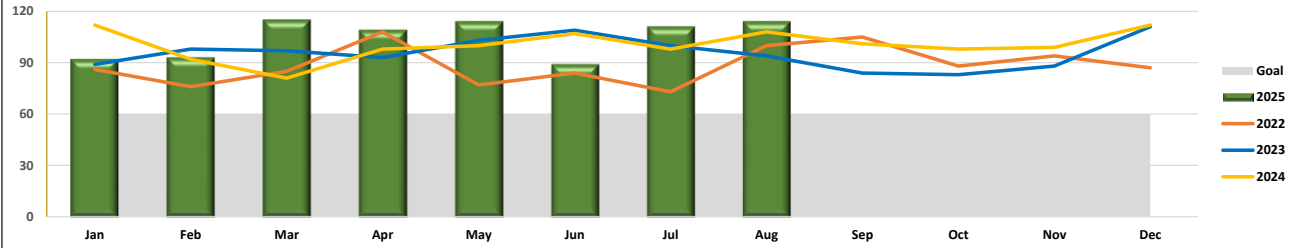


**Clive Fire Department**  
**Standard of Cover Performance Report**  
**Performance Area: City of Clive**  
**August 2025**



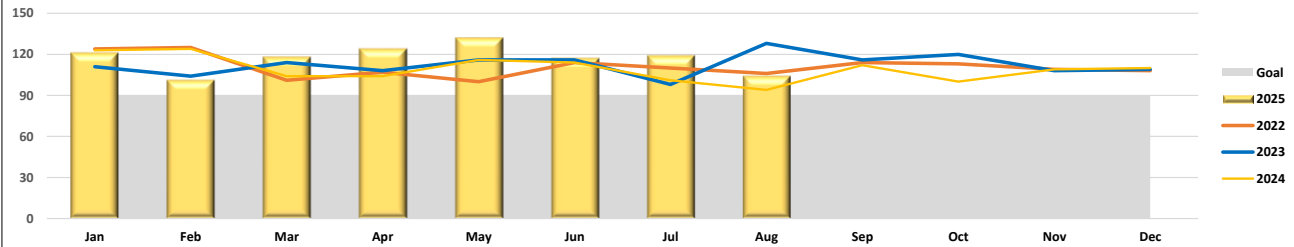
**911 Call Processing Time**

911 Call Received to Fire/EMS Dispatched  
Goal (60 Seconds / 90% of the Time) v Performance (90%)



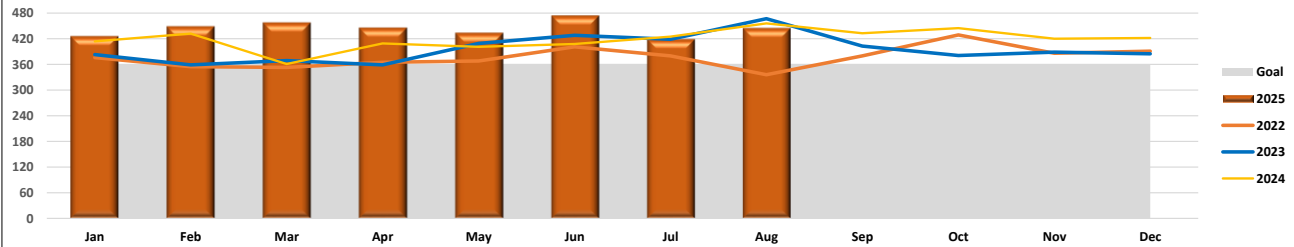
**Turnout Time**

Fire/EMS Dispatched to Enroute  
Goal (90 Seconds / 90% of the Time) v Performance (90%)



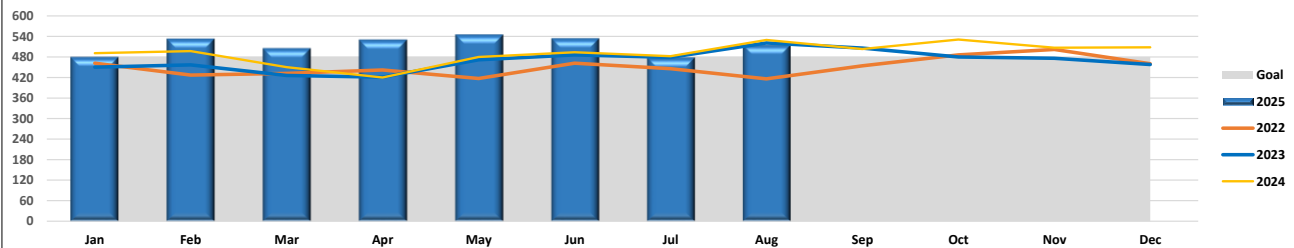
**Travel Time**

First Arriving Apparatus - Fire/EMS Enroute to Arrival - Emergent Incidents  
Goal (360 Seconds [6 minutes] / 90% of the Time) v Performance (90%)



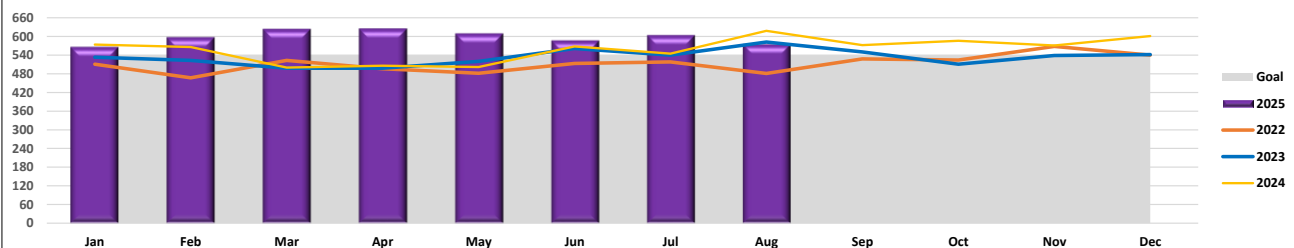
**Response Time**

First Arriving Apparatus - Fire/EMS Dispatch to Arrival - Emergent Incidents  
Goal (480 Seconds [8 Minutes] / 90% of the Time) v 90% Performance (90%)



**Total Response Time**

911 Call Received to First Apparatus on Scene - Emergent Incidents  
Goal (540 Seconds [9 Minutes] / 90% of the Time) v 90% Performance (90%)







## Memo

**TO:** Mayor and Council members

**FROM:** Mark Rehberg, Captain / Operations Commander

**DATE:** September 25, 2025

**RE:** Police Department Report - August 2025

### **SYNOPSIS:**

August 2025 Monthly Report for the Police Department

### Attachments:

1. August 2025



Clive Police Department

Monthly Report  
**August 2025**





# Table of Contents

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# Mission, Vision & Values

## Mission

“To provide exceptional police services while ensuring the safety, security and well-being of all of our citizens”.

## Vision Statement

The 29 Certified Police Officers and four civilian employees of the Clive Police Department serve the City through excellent community policing, fair and timely investigations, regular patrols of Clive neighborhoods, and multiple public education and partnership programs. Crime prevention and community safety require good collaboration among police, residents, and businesses.

## Values

**Committed** - Striving for accountability, effectiveness, and equality.

**Professional** - Taking pride in our actions, duties, development, and appearance.

**Determined** - A team that is resolute and purposeful in action.

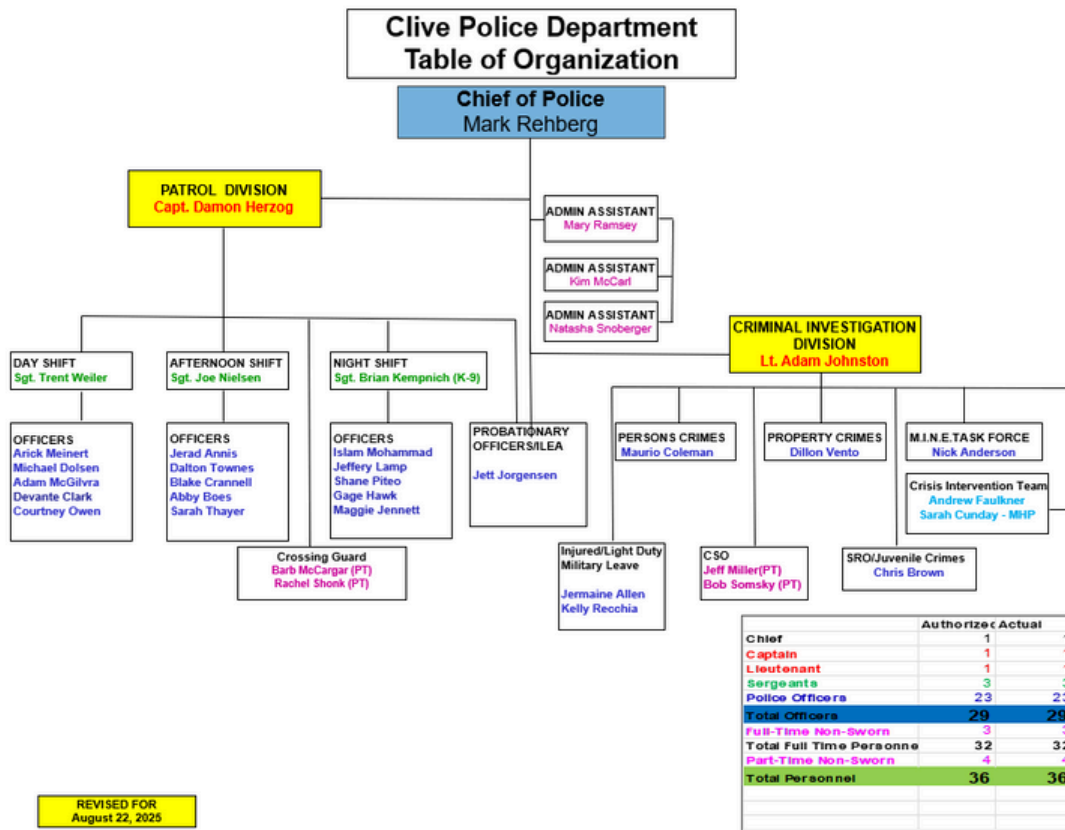


Committed - Professional - Determined

**“WE COME WHEN WE ARE CALLED”**



# Organization & Staffing



## Staffing

| Sworn Staffing Summary (Current) |    |
|----------------------------------|----|
| Total Authorized Commissioned    | 29 |
| Current Operating Commissioned   | 26 |
| Officers in Field Training       | 1  |
| Probationary Officers in Academy | 0  |
| Military Leave                   | 1  |
| Light Duty                       | 1  |
| Officers still need to Recruit   | 0  |

| Sworn Staffing by Assignment |          |        |
|------------------------------|----------|--------|
| Assignment                   | Assigned | Vacant |
| Command Staff                | 3        | 0      |
| Patrol Sergeants             | 3        | 0      |
| Patrol Officers              | 16       | 2      |
| Detectives                   | 3        | 0      |
| School Resource Officers     | 1        | 0      |
| Crisis Intervention          | 1        | 0      |
| ILEA/Military/Light Duty     | 2        | 0      |



## Calls for Service and Dispatch Area

| Dispatch Incident Distribution |        |      |        |      |      |
|--------------------------------|--------|------|--------|------|------|
| Agency                         | August |      | YTD    |      |      |
|                                | 2024   | 2025 | 2024   | 2025 | %    |
| Calls for Service              | 1476   | 1240 | 10,360 | 9751 | -6%  |
| Incident reports               | 181    | 149  | 1215   | 1251 | 3%   |
| Adult Arrests (On view)        | 63     | 41   | 453    | 341  | -25% |
| Juvenile Arrests (On view)     | 2      | 12   | 23     | 29   | 26%  |
| Traffic Citations/Warnings     | 308    | 248  | 2053   | 2092 | 2%   |

## Crash Data

| Motor Vehicle Crash (MVC) |        |      |      |      |          |
|---------------------------|--------|------|------|------|----------|
| Crash Type                | August |      | YTD  |      |          |
|                           | 2024   | 2025 | 2024 | 2025 | % Change |
| Fatal                     | 0      | 0    | 0    | 0    | 0%       |
| Injury                    | 10     | 2    | 48   | 38   | -21%     |
| Property Damage           | 40     | 40   | 287  | 372  | 29%      |
| Total                     | 50     | 42   | 335  | 410  | 22%      |

## Directed Traffic Enforcement Activity

A new private/public partnership began this month, when the city joined with the Country Club Home Owners Association in a first ever speed program. Permanent radar speed signs were posted near the Country Club boat ramp. Designed to display a vehicle speed and gain self compliance from drivers, these have show to be good tools in slowing traffic citywide. In this partnership, the CCHOA has agreed to fund one of the signs in exchange for making it a permanent fixture on the Boulevard. Similar signs were placed on NW 128<sup>th</sup> as well.



## Group A and B Offenses



In the context of the FBI's Uniform Crime Reporting (UCR) system, "Group A offenses" refer to a category of more serious crimes like murder, robbery, rape, and burglary, which are reported for every incident by law enforcement agencies, while "Group B offenses" are less serious crimes where only arrest data is reported to the UCR system; essentially, Group A offenses are considered more significant crimes than Group B offenses.

## Clearance Rate

| Type               | Group A Crimes |        |      |      |          |
|--------------------|----------------|--------|------|------|----------|
|                    | August         |        | YTD  |      |          |
|                    | 2024           | 2025   | 2024 | 2025 | % Change |
| Crimes v. Persons  | 12             | 13     | 107  | 83   | -24%     |
| Crimes v. Property | 60             | 23     | 279  | 161  | -42%     |
| Crimes v Society   | 32             | 6      | 152  | 89   | -58%     |
| Total "A" Offences | 104            | 42     | 538  | 333  | -62%     |
| Hate Crimes        | --             | 0      | --   | 1    | --       |
| LEOKA              | --             | 4      | --   | 7    |          |
| Clearance Rate     | 49.04%         | 40.48% | --   | --   |          |

# K9 Deployments and Activity

| K9 Deployments     |        |      |      |      |
|--------------------|--------|------|------|------|
| Deployment Purpose | August |      | YTD  |      |
|                    | 2024   | 2025 | 2024 | 2025 |
| Narcotics Search   | --     | 31   | --   | 168  |
| Tracking           | --     | 0    | --   | 12   |
| Total Arrests      | --     | 19   | --   | 89   |

| Evidence Located   |             |          |      |
|--------------------|-------------|----------|------|
| Drug Type/Quantity | August 2025 |          |      |
| Methamphetamine    | 1150 g      | Heroin   | 0 g  |
| Marijuana          | 1.2 g       | Fentanyl | 24 g |
| THC                | 48,644 g    |          |      |
| Cocaine            | 624.4 g     | Firearms | 4    |

On 8-25-25 at approximately 0812 hours, K9 Dutch and Sergeant Kempnich assisted to Postal Inspectors Office with two suspected drug packages. After K9 Dutch alerted on the packages and after securing search warrants on both packages, there was 41 pounds of THC inside one of the packages. The Postal Inspectors Office conducted a search warrant on the individual who was receiving the package a found an additional 49 pounds of THC, 3 firearms, and several thousand dollars in cash.





# Highlights & Outreach

## ***Officer Andrew Faulkner moves into CIT Role.***

Officer Andrew Faulkner moved into the Officer role of the Crisis Intervention Team on August 1<sup>st</sup>. He joins Sarah Cunday, our Inside/Out Wellness counterpart, who serves as the Mental Health Provider (MHP) to the team. The two of them have been busy reorganizing the structure of the program to better serve those in need. Additionally, they serve as liaisons with Clive Behavioral Health and work on Homeless Outreach with those impacted by the housing shortage in the metro. Andrew is Crisis Intervention (CIT) certified, as all Clive Officers are. He also has had similar experience with his position on the Albuquerque PD.



## ***2nd annual Back to School Bash a hit at Crestview.***

The 2<sup>nd</sup> annual Back to School Bash was held at Crestview. Eight officers from the PD took part this year and met with hundreds of new and old students as well as their parents. Community outreach is an important part of what we do at the Clive PD and this was a great opportunity to interact with these families in a non-confrontational way, to meet our residents and let them know that we are here to help.



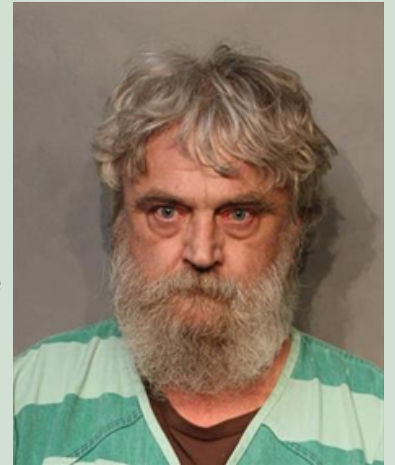
## ***Officer Hawk Takes Flight!***

On 8-4-25 at approximately 0250 hours, Officer Hawk observed a red mini van running a red light at NW 86<sup>th</sup> Street and Swanson BLVD. When he attempted to stop the vehicle, it sped off leading Officer Hawk on a short pursuit to the parking lot of Horizon Event Center, where it crashed. All three occupants of the vehicle fled on foot but were caught by Officer Hawk and Officer Piteo. It was later determined the driver of the mini van had stolen it from his grandmother, and that all three individuals were juveniles.



## ***Hit and run cases leads to arrest***

On August 7<sup>th</sup> Officer Thayer and Officer Crannell were dispatched on separate hit and run crashes. Multiple calls came in about a reckless driver driving the wrong way on Hickman and other roadways around the area. The vehicle was located by West Des Moines officers, and a short pursuit ensued. The driver, Robert Boothroyd, was arrested on multiple charges including leaving the scene of two Clive accidents and no insurance.



## ***Electric vehicles becoming more of a problem***

As electric scooters and bicycles are becoming more prevalent, we are starting to field more complaints on their use. Speed and trail etiquette are concerns, as well as the legalities of their use on sidewalks and public right of ways. A car vs Scooter accident was reported this month, where a pedestrian was struck by a car as he motored down the sidewalk. Suffering broken ribs and a collapsed lung, he was transported to the hospital by the driver of the striking vehicle. The matter was reported to police after the fact. The driver was cited for Failure to Yield to a pedestrian. This issue is a priority for the City and we are looking at ways address behaviors keep everyone safe on our streets and sidewalks.



## ***Department awarded another State Grant for Overtime***

This month, the department was made aware that we were selected for another GTSB Safety Grant. These federal funds are provided to local agencies from the Governor's Traffic Safety Bureau for overtime enforcement and equipment. This year we will have an additional \$20,000 for directed OT for speed, electronic device use and impaired driving enforcement. We will also have funds available for a new radar speed sign.



## ***Officers take part in patrol rifle qualification***

Officers assigned to Patrol are required to be proficient with and qualify annually with firearms. In August, we were able to put on our own departmental rifle school, which is a requirement for any officer who desires to deploy with a patrol rifle. A training plan was developed by Captain Herzog and Officer Annis was assigned as the lead instructor for the course, which was held at Camp Dodge. Officers Boes, Lamp, Hawk, Mohammad and Townes all attended and passed the course.



## ***Officer Jorgensen Graduates from ILEA***

Officer Jett Jorgensen graduated from the 322<sup>nd</sup> Basic at ILEA on August 22<sup>nd</sup>. Pictured with ILEA Director Carney and Attorney General Bird, he has already started field training and will soon be on solo patrol.

Welcome Back Jett!!! Get to work!

[#FTOLife](#) [#Patrolling the Ville](#)





### **Police Officer Adam McGilvra**

Officer McGilvra joined the Clive PD in August of 2015. He was already a firefighter with Clive, before he came to the right side side of public safety. Adam also served in the Iowa National Air Guard, where he deployed overseas several times as an Airfield Fire Fighter. He retired from the IaANG in 2022 after a 22 year career. As a Clive Police Officer, Adam has served as a Field Training Officer, preparing new hires for solo patrol duties. He also serves as a part time Cyber-Crimes Investigator, Unmanned Ariel Vehicle (UAV) Pilot, and has been instrumental in our radio upgrade, Body Worn Camera (BWC) Program and in keeping our fleet of mobile compluters in working order. Adam is currently assigned to patrol.



## Memo

**TO:** Mayor and Council members

**FROM:** Tiern Potratz, Administrative Assistant

**DATE:** September 25, 2025

**RE:** Public Works Monthly Report - August 2025

### **SYNOPSIS:**

Public Works Monthly Report - August 2025

### Attachments:

1. August 2025 Monthly Report



# Clive Public Works

## August 2025 Monthly Report



### August Events

- **Aug 4** — New hires Ryan Jacobson, Zack Lewis, and Joe Pardekooper begin
- **Aug 6**—Lockout/Tagout training for Operations Specialists
- **Aug 17—20** — American Public Works Association held PWX in Chicago. Attending: May, Freestone, Stevens.

**Jeff, Storm and Sanitary Supervisor:** Did intake replacements, installed the sluice gate hatch, cleaned sewers, teamed up with roadway, and performed heavy rain checks as needed.

**Jason, Roadway Maintenance Supervisor:** Did storm clean up, had intake and manhole work for training with storm, and worked on Beechwood Dr. with help from Sewer. Did patching as needed and set up a simulation for training on digging and shoring in conjunction with Water. Started winter prep on dump trucks and salt shed. Also had some concrete panel work on Campus Dr, NW 161st St and Sheridan Ave, NW 158th St, and Hawthorn Dr areas.

**Kurt, Water Distribution Supervisor:** Did fiber work on 104th St water tower; led training with buried pipe to simulate a water main break; routine City-wide hydrant flushing.

**Chris, Traffic Safety Supervisor:** Assisted PD as requested, worked through a switch issue at Douglas and Berkshire Pkwy, and painted and sprayed the raised island markers for weeds. Signal head changeout program continues as does mosquito spraying; painted markings at Douglas and Berkshire intersection for new light; push buttons at crosswalks were updated in several locations.

### August ROW Permit totals:

| Type                    | Number issued |
|-------------------------|---------------|
| Metro Right-of-Way      | 4             |
| Fiber Optic             | 1             |
| Cable Drop              | 44            |
| Small Wireless Facility | 0             |

## **2023-2024 Clive Strategic Plan**

**Not Started** is shown in Red **In Progress** is Shown in Blue **Completed** is Shown in Green **Changes** Shown in Bold

### **2024-25 Policy Agenda Actions: Top Priority**

**Hickman Road & I35/80 Interchange Project (JM)** – This is an Iowa DOT project. Clive and Urbandale worked together to add additional elements to the project. The additional elements include pedestrian and bicycle facilities, stormwater management, aesthetics, and gateway/landscaping improvements. The cities contracted with Snyder and Associates to provide the additional elements for the project along with access management and funding strategy considerations. Most of the elements included in the original Professional Services Agreement with Snyder and Associates were completed and Council approved a Professional Services Agreement (PSA) Amendment for the design of the additional elements at the January 12, 2023, Council Meeting. Snyder is working on the design work for the additional elements for the interchange project. Additionally, staff has confirmed with the IDOT that the \$2.5 M in STBG funds and \$800K in TAP funds received for the project will be credited to Clive and Urbandale's funding contribution. Staff has obtained the easements needed to connect the trail on the north side of Hickman to the Greenbelt Trail. An application for State Recreational Trails (SRT) Grant was submitted. An application for a REAP Grant was submitted for the trail connection to the Clive Greenbelt and staff was notified that the project scored very well but was the first project to NOT receive funding. Staff submitted a Federal Recreational Trails grant application. An application for a \$25M RAISE grant has been submitted. If successful, the grant would cover all of Clive and Urbandale's project costs and any the remaining grant would be used by the Iowa DOT. **The first phase of this project was let on July 16, 2024. The contractor has is finishing work on Stage 1 of the project. The trial has been closed and will be closed through 2025. Phase 2 of the project has been let and awarded. The southbound on-ramp from Hickman to I35/80 and the southbound off-ramp from I35/80 to University were closed on Monday, April 21, 2025 and were reopened September 4, 2025. In addition, the northbound on-ramp from Hickman to I35/80 was closed and reopened on September 11, 2025. The northbound onramps at University and Hickman and the southbound offramp at Hickman were closed on September 4, 2025.**

**Alice's Road Reconstruction: Funding, Planning & Conceptual Design w/ Waukee (JM/JH)** – Clive is the lead on this project. Staff reviewed RFQ's and selected Snyder & Associates (Snyder) for the design work. Staff worked with Waukee and Snyder to identify the scope for the Professional Services Agreement (PSA) and Council approved the PSA in the amount of \$1,937,000, at the January 11, 2024, Council meeting. Waukee has submitted STBG grant requests for this project and received \$1.5M that will be utilized in Phase 2. Clive submitted an STBG grant and received \$500,000 for the Phase 3 project. Snyder updated and discussed the project with Clive Council at the April 11, 2024 Council meeting. Snyder updated and discussed the project with Waukee at their May 13<sup>th</sup> workshop. A Public Meeting was held in Waukee on June 11<sup>th</sup>. Phase 1 has been divided into two projects, Phase 1A and Phase 1B, with Phase 1A reconstructing Alice's Road from south of Horizon to just south of Dellwood and Phase 1B from south of Dellwood to south of Douglas. In addition, the intersection of Berkshire and Douglas has been broken into a separate phase. Snyder and staff have met with property owners to discuss easements and property acquisitions. Staff discussed the project with Council during the November 7, 2024 CIP workshop. A Public Hearing was held at the February 13, 2025 Council meeting for the Eminent Domain Process. That Public Hearing was continued to the February 27, 2025 Council meeting. **All acquisitions for the Phase 1A have now been acquired without the use of**

**eminent domain process. The Public Hearing for the eminent domain process was opened and closed with any action at the February 27, 2025 Council meeting.** The letting for Phase 1A was held on February 4, 2025 and the project was awarded to Concrete Technologies, Inc. (CTI), in the amount of \$4,294,120.31, at the February 13, 2025 Council meeting. Message boards were put out on March 17 notifying the Public of the upcoming closure. Alice's Road was closed the week of March 24 for the start of construction. **The contractor is currently working on the project but will not finish the project this year. The current schedule includes the completion of Alice's Road from the south end of the project to just south of Boston Parkway this year. The roundabout and the remainder of Phase 1A will be completed next year. The consultant is working on the design for Phase 1B that will be let after the first of the year and will be in progress at the same time as Phase 1A is being completed.**

Clive has worked with Waukee to move all Federal funding to Phase 4 and included the intersection of Berkshire and Alice's in Phase 4. **The current schedule is as follows:**

**Phase 1A – Completed in mid-2026**

**Phase 1B – Constructed in 2026**

**Phase 4 – Constructed in 2027**

**Phase 3 – Constructed in 2028**

**Phase 2 – Constructed in 2029**

**The construction of the phases has been moved around to accommodate the federal funding in Phase 4 and the need to construct stormwater improvements from Little Walnut Creek to the south to provide storm sewer for the improvements. In addition, Waukee currently has the reconstruction of the bridge on Warrior Lane scheduled for 2027 and 2028. It is anticipated the bridge project will take 2 years to complete and Waukee would like to avoid having both Warrior Lane and Douglas closed at the same time.**

**Little Walnut Creek Restoration Project (RT)** – At the January 12, 2023, Council Meeting, Council approved a PSA with Stantec for the streambank restoration design, trail design, mitigation banking and ecological restoration and Stantec is currently working on the design elements. The design and construction was coordinated with the construction of the Waukee NE Outfall Sewer. Council approved an amendment to the PSA with Stantec at the May 4, 2023, Council meeting. Staff provided Council with a project update at the August 10, 2023 Council meeting. The City awarded the east streambank improvements project to Iowa Earth Works at the December 14, 2023 City Council Meeting in the amount of \$762,452.95, which was 51% below the project estimate. Council approved an addendum extending the date for substantial completion to December 31, 2024 to accommodate the delay in obtaining the DNR permit. The contractor did not complete the work in 2024. The contractor has completed the work on the east streambank. A walkthrough was completed the week of April 14, 2025. Restoration and punch list items remain.

The East Trail project has been let and was awarded to Howrey Construction in the amount of \$807,787.50 at the March 13, 2025 Council meeting. **The contractor has completed the trail. Restoration and punch list items remain.**



The City has received 90% plans for the west stream bank improvements and Stantec is working on 90% plans for the west trail . The draft prospectus for the Mitigation Banking has been accepted and Stantec is working on updating the draft banking element of the project. In addition, Stantec is working on the ecological restoration portion of the project.

|                                |                           |                                         |
|--------------------------------|---------------------------|-----------------------------------------|
| Current Construction Schedule: | East Streambank work      | Completed except for restoration        |
|                                | East Trail reconstruction | <b>Completed except for restoration</b> |
|                                | West Streambank work      | <b>2026-27</b>                          |
|                                | West Trail construction   | <b>2028</b>                             |

**Street Services Level and Projects Strategy: PCI Data and Study Update (JM)** – This includes an update of the PCI data and an update of the maintenance, rehabilitation and reconstruction costs included in the 2017 Study. The project will also include training of Clive’s Civil Engineer for the dTims software used to keep the PCI data. Council approved the Professional Services Agreement for the update at the December 12, 2024 Council meeting. A kickoff meeting for the update was held on January 6, 2025. **HR Green has completed the report and staff will review the report with City staff on September 25, 2025 and with Council at the November 20, 2025 workshop.**

## **2024-25 Management Agenda Actions: Low Priority**

**WRA Parallel Trunk Sewer (JM)** – The WRA is preparing to install a parallel trunk sewer that will pass through the Clive greenbelt from NW 73<sup>rd</sup> Street to west of NW 128<sup>th</sup> Street where it crosses Hickman Road into Urbandale. Staff met with the WRA’s consultant on August 7, 2023. Staff received Phase 1 60% plans and met with the Consultant on July 25’ 2024 to go over the plans. The WRA consultant has been working with impacted residents and has changed the alignment due to those discussions. Staff has reviewed the 90% plans for Phase 1, from west of I35/80 to the west/northwest, and is working with the consultant on final comments. The Consultant is working on easement acquisitions. **Phase 1 is planned to be let on November 18, 2025.** The 60% plans for Phase 2 have been received and staff has reviewed and submitted comments to the consultant. The Phase 2 letting planned for late 2026. The City has received easement documents for the acquisitions the WRA needs from the City and has set a Public Hearing for the approval of the easements at the August 28, 2025 Council meeting. Staff is also working to reach an agreement for the payment for trees.

**Plan for Converting Radio to Fiber Communications in Water Distribution System (JF/KF)** – The City currently utilizes radio communications for meter reads and water system information. Staff has identified the fiber needed to connect the entire system with fiber and is talking with Waukee and West Des Moines to inquire about the availability of fiber in their systems to provide some redundancy for our fiber system. The plan is to have a plan and an estimate for the 2025 CIP process.

**Public Work Lobby and Breakroom Security (JM/JS)** – This includes improvement to the Public Works breakroom, lobby, and security. The plans are finalized, and staff is working on the remodel. Construction of the breakroom and locker room improvements has been completed. Work on lobby security improvements and the replacement of the breakroom windows remains.

**University Boulevard Pump Station Relocation Project (JH/JC/KF)** – This project includes the upgrading of the pump station controls and the covering of the station. Council approved a PSA with Snyder and Associates and the design process started with a kickoff meeting on April 21, 2022. The consultant is working on the project and has identified 2 options. Staff met with Snyder on April 18, 2023, and discussed the options. Snyder met with staff on August 2<sup>nd</sup> to review the preliminary plans. Staff met with Snyder on March 28, 2024. Snyder is updating the opinion of probable cost (OPC) and will finish preliminary plans in preparation for submitting a mitigation funding grant. Doug Ollendike obtained state assistance on preparation of the grant and staff has started working on the grant application process. Council approved an addendum for the design of the pump station relocation at the November 14, 2024 Council meeting and staff is currently working on preparation of a BRIC Grant submittal. The BRIC grant program has been discontinued. Staff is working on another funding opportunity for the project. Work continues on the design.

**Snow Removal Policy and Related Ordinances (JM/JF)** - This includes a review of the City's Snow Removal Policy and related Ordinances. **Staff plans to collect data over the 25/26 winter.**

**Right-of-Way Management (A) Small Wireless Facilities Policies: Revision (JM/JF/JA)** – Small Wireless Facilities (SWF) – Council approved the revised policy at the November 9, 2023, Council Meeting. **(B) ROW Policies for Private Infrastructure (JM/JF/JA)** – Staff is working on the fiber/ROW policy.

**Herbicide & Pesticide Policy (MS4 Review) (JM/RT)** – One of the items identified in the last MS4 review was the need to make sure we are not applying more herbicides and pesticides than are actually needed. Staff will be reviewing our operations to see what changes are needed to ensure we are only applying what is needed and making recommendations on how we should proceed with chemical applications in the future. Staff is reviewing the final draft of the report and will submit the report to the City Manager.

## **2024-25 Management In Progress**

**Public Works Certification (JF)** – This is an on-going project. Two years ago the City implemented certification incentives for water and wastewater certifications. We continue to work with staff to obtain the available certifications. The City hosted a sanitary sewer collection system certification test and had 9 employees receive their Collection System Grade 1 and 1 received their Grade 2. Another employee has received their Grade 3 water distribution certification.

**Staff CDL Training Program (JM/JF)** – New requirements for obtaining a Commercial Driver's License (CDL) have been established that include online training and classroom training. The costs and time associated with obtaining a CDL become an issue. In addition, hiring new staff that already have a CDL has become difficult. Staff has researched options and has found a company in Ankeny, CDL Now, that provides the necessary training and provides the truck for their students to drive. The cost is \$1,050 per person, which is less than half of other options. Two Public Works employee have obtained their CDL through this company and based on how well this company has worked. Staff has finalized the policy and has submitted it to City Hall.

**Service Work Order Mobile App: Implementation (JF/KF)** – Staff is currently using the app for meter reads. This is now completed.

**Large Meter Replacement (KF)** – The City was previously replacing large meters that had reached the end of their service life and reached the point where no more needed to be replaced. We are now to the point where we need to start replacing large meters again. Staff continues to work on large meter replacements.

**Clive Detention Basins and Ongoing Development Basins Maintenance/Repair Schedule (RT)** – Staff has completed inspections of all public basins. Staff still need to inspect the private basins. Staff is working on a maintenance plan.

**Lead/Copper Service Line Inventory Survey Completion (KF)** - EPA released rule revisions that require cities to complete an inventory of the water services in their communities. The revision requires this inventory to be completed by October 16, 2024. Clive has required all services installed since 1999 to have copper services. This means all services installed prior to 1999 must be inspected. Staff has created a survey that can be completed by homeowners to assist with the identification of the services. Information on the survey was sent out to residents in the October Newsletter. Staff sent out the first postcard campaign to encourage residents to provide the City with information on their services and received a very good response. Staff (Matthew Graham) found documentation of the City requiring copper on residential services starting in 1959. This has reduced the number of properties to inspect to less than 200.

Staff has completed the inventory of all necessary properties submitted the data by the October 15, 2024 deadline. The City sent 45 letters to residents with potential galvanized water lines. Staff is currently inspecting the water services of the recipients of the letters as they call with questions. Staff (Matthew Graham) found documentation of the City requiring copper on residential services starting in 1959. This has reduced the number of properties to inspect to less than 200. Staff has completed the inventory of all necessary properties submitted the data by the October 15, 2024 deadline. The City sent 45 letters to residents with potential galvanized water lines. Staff is currently inspecting the water services of the recipients of the letters as they call with questions.

**Traffic Not Stopping at Stop Signs Policy (JM)** – Staff is working on a draft policy and plans to present it to Council for discussion. This project has grown to include a look at all stop signs in the City and staff is currently comparing what is in the field to what is in the Code. Staff has completed the field survey and is currently working on a draft report.

**MS4: 2025 Annual Reporting, Annual Inspection, Process Improvement (RT)** – This is the annual report that must be submitted to maintain the City's MS4 permit. The report has been submitted for 2024.

**Development Infrastructure Policies/SOP (JM)** – Staff is working on these policies.

**Informational Handouts for Private Improvements (JM/JH/JF)** – Staff is finalizing the handouts.

**5-Year Implementation Plan of Recommendations of 2016 Watershed MP (RT)** – Staff is working on the recommendations.

**Railroad Crossing Swanson Blvd Rehab: Evaluation Report (JH/JC)** - Staff is working on identifying funding opportunities and working with CBI on their private spur.

**Stormwater Sewer Shed Development: Review (RT)** - Staff will complete the review of the stormwater sewer shed.

**Harbach District 1/Harbach Blvd Stormwater Pilot Program: Re-Evaluation (RT)** - Staff will review the Pilot Program.

## **2024-25 Major Projects**

**Annual Soil Quality Restoration (SQR) Citywide Cost-Share Program (JM/JMc)** - The 2024 program is complete.

**Annual GridSmart Detection at 128<sup>th</sup> & Sunset (CS)** – This has been completed.

**Annual 2024 ACT Cabinet: Installation (JF/CS)** - This project included the replacement and relocation of the cabinet at NW 86<sup>th</sup> & Franklin. This project was a holdover from 2023 that required additional funding due to the relocation and the need for an easement. This work has been completed.

**Annual 2025 ACT Cabinet: Installation (JF/CS)** - This cabinet has been installed at NW 100th and Clark.

**Clark and NW 101<sup>st</sup> Crosswalk Replacement: Completion (JF/JS)** - Staff has completed the replacement of the crosswalk. Some minor restoration work remains.

**Completion of ACT Traffic Cabinets Replacement: Funding (JF/CS)** - Staff included funding for completing the replacement/upgrade of the remaining traffic cabinets to ACT cabinets in the CIP approved on December 12, 2024.

**Annual Berkshire and Boston Street Light LED Relamp (CS)** – The 2024 relamp has been completed.

**2024 Walk/Don't Walk Countdown Signals: Installation (CS)** – The signals have been installed at University & Country Club.

**2025 Walk/Don't Walk Countdown Signals: Installation (CS)** – Staff plans to install the signals at NW 138<sup>th</sup> and University in 2025.

**Public Works/MWA Recycling Pad Signage (JH/JS)** – This project is complete.

**Annual 2024 Pavement Rehabilitation Projects (JH/JC)** – **(A) Residential PCC Patching** - This project was awarded at the February 8, 2024 Council meeting, to The Concrete Contracting Company in the amount of \$591,506.25. The preconstruction meeting was held on March 12, 2024. The Contractor has completed the work on this project. Staff is working on closing out the project. **(B) Arterial PCC Patching** – This project was awarded at the February 1, 2024 Council meeting, to The Concrete Contracting Company in the amount of \$985,337.50. The contractor has completed the work on this project and staff is working on closing out the project. **(C) Asphalt Overlay** – **(A) Annual HMA Project** - The project was awarded at the March 14, 2024, to Des Moines Asphalt in the amount of \$508, 646.30. A preconstruction meeting was held on April 18, 2024. The contractor has placed the asphalt overlay, sidewalks, and ramps. The contractor has completed the work on this project.

**2024 Annual Pavement Rehabilitation Projects (JH/JC)** – **Asphalt Overlay - Country Club Boulevard** – This is the work remaining from the 2024 Annual Pavement Rehabilitation Projects. A second asphalt overlay project on Country Club Boulevard was let and awarded to Des Moines Asphalt in the amount of \$626,036.25 at the June 27, 2024 Council meeting. The contractor has completed the project **and restoration. Staff is working to close out the project.**

**2025 Annual Pavement Rehabilitation Projects (JH/JC)** – **(A) Residential PCC Patching** – Staff has completed plans for this project and the project was awarded to The Concrete Company in the amount of \$634,965.00 at the March 13, 2025 Council Meeting. **Contractor is currently working on the project.** **(B) Arterial PCC Patching** – This project was let on February 4, 2025 and was awarded to SKOL Trucking, LLC, in the amount of \$418,691.00 at the February 13, 2025 Council meeting. **The Contractor has completed the work, but punch list items remain.** **(C) Asphalt Overlay** – This project was let on February 4, 2025 and was awarded to Caliber Concrete in the amount of \$770,789.72 at the February 13, 2025 Council meeting. The contractor has completed the placement of the asphalt overlay. **Punch list items remain.**

**Hickman Road & NW 161<sup>st</sup> Street Traffic Signalization Project Design (JH)** – This is a shared project between Clive (75%) and Waukee (25%). The City of Clive (Clive) approved a site plan for the construction of a new Fareway store at the intersection of NW 161<sup>st</sup> Street and Hickman Road. As part of the Iowa DOT review, the DOT required that the intersection be signalized and the first intersection to the east be closed. The DOT said it would allow the store to open prior to the completion of the improvements, but the improvements need to be installed as soon as possible. Staff approved a PSA with Snyder & Associates for the signalization, median modifications, and some improvements on the south side of Hickman. Snyder completed the 90% plans and submitted them to the Iowa DOT for review. Due to new development being proposed on the southeast corner of the intersection, Clive and Waukee have requested that the improvements on the south side of Hickman be removed from this project and the project proceed with the signalization and median improvements. The improvements on the south side of Hickman will be let in a separate project and will include the completion of the street with a divided median from Hickman south to the corporate limit. Bids were received and the contract was awarded at the April 27, 2023, Council Meeting. The work has been completed and the signals are active.

**NW 99<sup>th</sup> Court Reconstruction (JH/JC)** – This project was added during the CIP approval process. Staff is waiting on survey needed to start the design of the improvements. Staff held a preliminary public engagement meeting with the residents on September 13, 2023. Staff held a preliminary public engagement meeting with the residents on September 13, 2023. This project was awarded at the February 8, 2024 Council meeting, to Mainline Construction in the amount of \$1,521,703.44. A second public engagement meeting was held with residents on Tuesday, March 5, 2024. The preconstruction meeting was held on March 14, 2024 and the contractor started working on the project on April 29, 2024. The contractor completed the work on stages 1, 2 and 3 on time and received the incentive for all 3 stages. The contractor has completed the restoration on this project but did not meet the completion date for all work (November 8, 2024). This project is complete.

**Emerald Isle Drive Reconstruction (JH/JC)** – The developer plans to complete the sanitary sewer connection for the car wash this year. The Contractor is working on the project.

**Annual Stormwater Restoration Projects: Completion (RT)** – PW staff is finalizing the work on this project which included a WQI Grant for work on a basin north of Little Walnut Creek and South of NW 168<sup>th</sup> Street. Restoration remains.

**2021-22 Annual Sewer Lining Program (JM)** – This project is currently under contract with AccuJet and had a completion date of March 31, 2022. The preconstruction meeting was held on November 29<sup>th</sup>, 2021. The contractor encountered issues and is struggling to complete the project. There is still 1 sewer main left to line and some spots to touchup on this project. Staff has contacted the contractor and requested immediate completion of the work. The contractor is not responding to our calls. Staff has completed the review of AccuJet's work and is finalizing the identification of the deficiencies. Staff will then work with the City's legal staff to contact the bonding company to complete this project.

**2024-25 Annual Sewer Lining Program (JM)** – The Public Hearing was set at the November 14, 2024, City Council Meeting. Bids were received on December 3, 2024 and will be presented to Council at the December 12, 2024 Council Meeting. The Contractor has completed the project and the project was accepted at the February 13, 2025 City Council meeting.



**Automatic Valves at Hawthorn, NW 86<sup>th</sup> and NW 118<sup>th</sup> – Replace valves and vaults – (KF)** – The valves are approaching the end of their service life, and the maintenance has increased. Replacement parts are very difficult to find if they are available at all. The Hawthorn valve has been replaced and the replacement of the other 2 valves is included in the FY 25 budget. **The valves have been installed.**

**NW 114<sup>th</sup> Street Reconstruction (JH/JC)** – This project includes the reconstruction of NW 111<sup>th</sup> /NW 114<sup>th</sup> from where the pavement currently narrows to the Walnut Creek bridge. The reconstruction will include the addition of a turning lane. Staff has met with the 3 impacted businesses. Staff has completed the final design for this project and bids will be received on January 25, 2024. This project was awarded at the February 1, 2024 Council meeting, to the Alliance Construction Group in the amount of \$1,349,523.50. The preconstruction meeting was held on April 2, 2024 and the contractor started removals on April 23, 2024. The contractor could not start working on utilities until MidAmerican completed their relocation work. MidAmerican did not complete their relocations until Labor day. This project was delayed almost 8 weeks by MidAmerican's relocations. The contractor has completed stage 1 and stage 2 and the street is now open. The delays caused by MidAmerican have resulted in stage 3 being completed in the spring/summer of 2025. The contractor closed NW 114<sup>th</sup> Street on March 31<sup>st</sup>. Work has been completed and is open to traffic. Restoration remains and Staff is working on closing out the project.

**Annual City Owned Street Light Pole Painting (2025): Completion (JF/CS)** - **The contractor has completed this work.**

**Flashing School Safety Systems at Douglas Ave and Shuler Elementary (JF/CS)** - The flashing school safety systems have been installed.

**Public Works Site Improvements Design & Approval (JM)** – Staff will develop the plans for proposed future site plan improvements at the Public Works site.

**Forest Ave Water Main Replacement: Completion (JC)** – Plans are complete and the project was let on February 18, 2025. The project was awarded to the Absolute Group in the amount of \$388,066.50 at the February 27, 2025 Council meeting. **The contractor has completed the work. Restoration remains.**

**NW 142<sup>nd</sup> and University Intersection Replacement (JH)** - This is part of the 2025 Arterial PCC Project.

**NW 86<sup>th</sup> Street Light Cabinet Replacement (JF & CS)** - This project includes the replacement of 2 street light cabinets that have rusted out. The new cabinets will be stainless steel and have been installed.

**Harbach Boulevard Reconstruction Phase 2 – 82<sup>nd</sup> to 86<sup>th</sup>: Design & ROW Acquisition (JH/JC)** – Staff has developed preliminary plans. This project is currently on hold to allow coordination with the proposed Linnan Park improvements. The conceptual design of this section of Harbach will be completed by a consultant as part of the Linnan Park improvements design. Engineering will complete the final design of the Harbach reconstruction after the consultant provides the conceptual design for the street. The design PSA has been approved and includes the consultant providing the City with 30% plans for the street. Staff has received the 30% plans and staff is working on the design.

**Douglas and Berkshire Intersection Signalization Project (JH)** - This project was let on April 17, 2025 and awarded to Iowa Signal, Inc, in the amount of \$235,174.00 pm April 24, 2025. The project is scheduled to be started after school is over and completed prior to the start of the next school year. **The contractor has completed work on this project and the signals are in operation. Restoration and final close out remain.**



## Memo

**TO:** Mayor and Council members

**FROM:** Elizabeth Hansen, Director of Administrative Services

**DATE:** September 25, 2025

**RE:** Treasurer's Report - August 2025

### **SYNOPSIS:**

Please see the attached report.

### Attachments:

1. August Treas Report



To the Mayor and City Council:

## TREASURER'S MONTHLY REPORT - CITY OF CLIVE

August 31, 2025

The following is the statement of Receipts, Cash and Investments of all funds of the City for the Month of August

### CASH

| FUND                   | Clerks' Balance Last Report | Revenue      | Expenditures | Flex PR Clearing -Net Change | Clerk's Balance | Outstanding Checks | Treasurer's Balance |
|------------------------|-----------------------------|--------------|--------------|------------------------------|-----------------|--------------------|---------------------|
| GENERAL                | 10,166,799.69               | 521,027.58   | 1,880,266.52 | (387.67)                     | 8,807,173.08    | 228,039.10         | 8,579,133.98        |
| ROAD USE               | 1,839,730.75                | 212,720.28   | 167,681.65   | -                            | 1,884,769.38    | 4,791.98           | 1,879,977.40        |
| LOCAL OPTION SALES TAX | 1,344,575.12                | 301,159.57   | 0.00         | -                            | 1,645,734.69    | -                  | 1,645,734.69        |
| TIF                    | 596,061.13                  | 2,589.23     | 0.00         | -                            | 598,650.36      | -                  | 598,650.36          |
| POLICE K-9             | 5,736.68                    | 75.00        | 499.82       | -                            | 5,311.86        | -                  | 5,311.86            |
| TRUST & AGENCY         | 3,174,557.33                | 20,622.90    | 270,011.59   | -                            | 2,925,168.64    | 30,588.40          | 2,894,580.24        |
| POLICE SEIZURES        | 30,169.69                   | 25.00        | 0.00         | -                            | 30,194.69       | -                  | 30,194.69           |
| DEBT SERVICE           | 1,006,603.39                | 7,225.22     | 0.00         | -                            | 1,013,828.61    | -                  | 1,013,828.61        |
| CAPITAL PROJECTS       | 39,226,688.60               | 238,235.48   | 2,267,436.04 | -                            | 37,197,488.04   | 351,648.31         | 36,845,839.73       |
| SPECIAL ASSESSMENT     | -15,143.00                  | 0.00         | 0.00         | -                            | -15,143.00      | -                  | -15,143.00          |
| WATER UTILITY          | 10,074,008.83               | 489,426.25   | 310,414.30   | -                            | 10,253,020.78   | 193,311.12         | 10,059,709.66       |
| WATER UTILITY DEPOSIT  | 370,783.64                  | 4,900.00     | 4,217.45     | -                            | 371,466.19      | 2,465.61           | 369,000.58          |
| WATER IMPROVEMENT      | 7,988.15                    | 0.00         | 0.00         | -                            | 7,988.15        | -                  | 7,988.15            |
| SEWER UTILITY          | 7,278,296.35                | 356,129.49   | 225,546.86   | -                            | 7,408,878.98    | 185,371.34         | 7,223,507.64        |
| STORM WATER            | 312,133.16                  | 163,900.48   | 58,500.03    | -                            | 417,533.61      | 33,075.36          | 384,458.25          |
| INTERNAL SERVICES      | 513,402.43                  | 0.00         | 588,164.66   | -                            | -74,762.23      | 37,558.00          | -112,320.23         |
| SUBTOTAL               | 75,932,391.94               | 2,318,036.48 | 5,772,738.92 | (387.67)                     | 72,477,301.83   | 1,066,849.22       | 71,410,452.61       |
| PETTY CASH             | 700.00                      | 0.00         |              |                              | 700.00          |                    | 700.00              |
| TOTAL COMB CASH        | 75,933,091.94               | 2,318,036.48 | 5,772,738.92 | (387.67)                     | 72,478,001.83   | 1,066,849.22       | 71,411,152.61       |
| EBS- PSF FUNDING       | 346,858.67                  | 0.00         | 0.00         | -                            | 346,858.67      | -                  | 346,858.67          |
| EBS- FLEX FUNDING*     | 97,223.02                   | 6,592.22     | 5,468.92     | -                            | 98,346.32       | -                  | 98,346.32           |
| GRAND TOTAL            | 76,279,950.61               | 2,318,036.48 | 5,772,738.92 | (387.67)                     | 72,824,860.50   | 1,066,849.22       | 71,758,011.28       |

I hereby certify that the above statement is true and correct.

The above indicated Clerk's balance agrees with those upon the Clerk's books.



Finance Manager



Director of Administrative Services/ Treasurer

CITY OF CLIVE  
COMBINED CASH INVESTMENT  
AUGUST 31, 2025

COMBINED CASH ACCOUNTS

|                        |                        |               |                  |
|------------------------|------------------------|---------------|------------------|
| 999-10100              | CASH                   | 72,068,913.56 |                  |
| 999-10101              | PETTY CASH             | 700.00        |                  |
| 999-10106              | EBS- PSF               | 346,858.67    |                  |
| 999-10110              | XPRESS DEPOSIT ACCOUNT | 408,388.27    |                  |
|                        |                        |               |                  |
| TOTAL COMBINED CASH    |                        |               | 72,824,860.50    |
| TOTAL ALLOCATED CASH   |                        |               | ( 72,824,860.50) |
|                        |                        |               |                  |
| TOTAL UNALLOCATED CASH |                        |               | .00              |

CASH ALLOCATION RECONCILIATION

|           |                                              |               |              |
|-----------|----------------------------------------------|---------------|--------------|
| 1         | ALLOCATION TO GENERAL FUND                   |               | 8,807,173.08 |
| 110       | ALLOCATION TO ROAD USE TAX                   |               | 1,884,769.38 |
| 121       | ALLOCATION TO LOCAL OPTION SALES TAX         |               | 1,645,734.69 |
| 123       | ALLOCATION TO TIF FUND                       |               | 598,650.36   |
| 167       | ALLOCATION TO POLICE K9                      | 5,311.86      |              |
| 168       | ALLOCATION TO T & A FUND - BENEFITS & INSUR  | 2,874,111.52  |              |
| 169       | ALLOCATION TO T & A FUND - LIBRARY           | 22,536.00     |              |
| 170       | ALLOCATION TO T & A FUND - PUBLIC ART MAINT  | 21,102.00     |              |
| 172       | ALLOCATION TO PSF- EBS ACCOUNT               | 346,858.67    |              |
| 174       | ALLOCATION TO T & A FUND - PARK RESERVE      | 8,011.31      |              |
|           |                                              |               |              |
| TOTAL T&A |                                              |               | 3,277,931.36 |
|           |                                              |               |              |
| 177       | ALLOCATION TO FORFEITURES/EQUITABLE SHARING  |               | ( 592.19)    |
| 178       | ALLOCATION TO POLICE SEIZURES                |               | 30,194.69    |
| 200       | ALLOCATION TO DEBT SERVICE                   |               | 1,013,828.61 |
| 330       | ALLOCATION TO CAP PJTS - TIF PROJECTS        | 18,263.39     |              |
| 331       | ALLOCATION TO CAP PJTS - AMERICAN RESCUE PLN | 2,117.60      |              |
| 332       | ALLOCATION TO CAP PJTS - SOIL QUALITY RES    | 61,729.57     |              |
| 334       | ALLOCATION TO CAP PJTS-TRAFFIC IMPROVE & SAF | 724,977.51    |              |
| 337       | ALLOCATION TO CAP PJTS - PUBLIC SAFETY FACIL | 24,839.15     |              |
| 338       | ALLOCATION TO CAP PJTS - PW ROOF AND DOORS   | 50,785.42     |              |
| 339       | ALLOCATION TO CAP PJTS -NW 86TH LAND ACQ     | 86,398.85     |              |
| 340       | ALLOCATION TO CAP PJTS- UNIV BLVD FLD MIT PL | 2,657.16      |              |
| 341       | ALLOCATION TO CAP PJTS - FLOOD ALERT         | 38,330.39     |              |
| 342       | ALLOCATION TO CAP PJTS - FLOOD PRONE PROPERT | 2,314,664.66  |              |
| 344       | ALLOCATION TO CAP PJTS - 2015 CENSUS         | ( 626.51)     |              |
| 345       | ALLOCATION TO CAP PJTS - EMERALD ISLE DEVEL  | 367,508.97    |              |
| 346       | ALLOCATION TO CAP PJTS - 2022 HMGP SUBAWARD  | 506,423.50    |              |
| 348       | ALLOCATION TO CAP PJTS - FLD BUYOUT TEMP PK  | 202,806.15    |              |
| 349       | ALLOCATION TO CAP PJTS - UNIV BLVD FLD MIT   | ( 109,232.00) |              |
| 350       | ALLOCATION TO CAP PJTS- CITY FACILITY IMPR   | 3,001,865.75  |              |
| 354       | ALLOCATION TO CAP PJTS -2025 FIRE ENGINE     | 850,396.49    |              |
| 356       | ALLOCATION TO CAP PJTS - WEST PET            | 18,618.91     |              |
| 357       | ALLOCATION TO CAP PJTS - WATER RESOURCE GRTS | 8,916.78      |              |
| 358       | ALLOCATION TO CAP PJTS - TREE SALE           | 9,638.30      |              |
| 366       | ALLOCATION TO CAP PJTS-PORTER SHELTER AREA   | 209,588.00    |              |
| 369       | ALLOCATION TO CAP PJTS - CAMPBELL REC AREA   | 31,977.00     |              |
| 371       | ALLOCATION TO CAP PJTS - N NEIGHB PK LAND    | 66,394.90     |              |
| 372       | ALLOCATION TO CAP PJTS -CANARY PARK DEVELOP  | 24,199.22     |              |
| 374       | ALLOCATION TO CAP PJTS - GREENBELT LANDING   | 3,886,154.68  |              |

CITY OF CLIVE  
COMBINED CASH INVESTMENT  
AUGUST 31, 2025

|                                                |                         |
|------------------------------------------------|-------------------------|
| TOTAL                                          | <u>18,384,825.48</u>    |
| TOTAL ESCROW ACCOUNT                           | <u>.00</u>              |
| TOTAL ALLOCATIONS TO OTHER FUNDS               | <u>72,824,860.50</u>    |
| ALLOCATION FROM COMBINED CASH FUND - 999-10111 | <u>( 72,824,860.50)</u> |
| ZERO PROOF IF ALLOCATIONS BALANCE              | <u>.00</u>              |



## Memo

**TO:** Mayor and Council members

**FROM:** Matthew Graham, City Clerk

**DATE:** September 25, 2025

**RE:** Approve 09/11/2025 City Council Minutes

### SYNOPSIS:

#### Attachments:

1. cc Minutes 09\_11\_2025



## CLIVE City Council MEETING MINUTES

### Regular Meeting

September 11, 2025

City Hall Council Chambers

### Call to Order/Roll Call/Pledge of Allegiance

Mayor Edwards presided and called the meeting to order at 6:00 p.m. Council Members present were: Ted Weaver, Michael McCoy, Eric Klein, Breanne Hocker. Absent: Susan Judkins (Arrived at 6:01 p.m.). Public access was provided in-person at City Hall, and via Zoom platform. Information on how to access via Zoom was provided on social media, posted with the agenda at City Hall and on the city website, [cityofclive.com](http://cityofclive.com).

### Approval of the Agenda

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

### Consent Items

Eric Klein moved approval, seconded by Breanne Hocker. Roll Call: Ayes: Ted Weaver, Michael McCoy, Susan Judkins, Eric Klein, Breanne Hocker. Nays: None. Abstained: None. Motion carried. 1. City Manager Memo; 2. Approve 08/11/2025 Strategic Planning Minutes; 3. Approve 08/13/2025 Strategic Planning Minutes; 4. Approve 08/28/2025 City Council Minutes; 5. Bill List; 6. Approve New Retail Alcohol Sales License Application - Midnight Coffee - 12695 University Avenue; 7. **Resolution 2025-269** Approving Temporary Street Closing - Block Party - NW 162nd St. Between Sheridan Ave. and Boston Ave. - Sunday, September 14, 2025 - 5:30 p.m. - 10:00 p.m.; 8. **Resolution 2025-270** Approving Change Order #2 - Caliber Concrete LLC - 2025 NW 138th St HMA Overlay - (- \$25,634.03); 9. Approve Pay Request #1 - The Henley Group - Linnan Park Construction Project - \$62,225.00; 10. Approve Pay Request #1 - Burkett Construction - Linnan Park Construction Project - \$113,335.00; 11. Approve Pay Request #2 - On Track Construction, LLC - Linnan Park Construction Project - \$170,089.50; 12. Approve Pay Request #2 - Hansen Company - Linnan Park Construction Project - \$70,204.24; 13. Approve Pay Request #3 - Absolute Group - Forest Ave Water Main Replacement - \$83,218.46; 14. Approve Pay Request #3 - Absolute Group - Greenbelt Landing Construction Project - \$3,776.25; 15. Approve Pay Request #3 - Iowa Signal, Inc. - Douglas Parkway and Berkshire Parkway Traffic Signalization Project - \$109,381.51; 16. Approve Pay Request #5 - Caliber Concrete LLC - 2025 NW 138th St HMA Overlay - \$41,831.26; 17. Approve Pay Request #5 - Country Landscapes - Greenbelt Landing Construction Project - \$46,928.12; 18. Approve Pay Request #5 - LA Fulton & Sons - City Hall/Library Remodel Project Phase 1 - \$5,049.25; 19. Approve Pay Request #6 - Concrete Technologies, Inc. - Alice's Road Phase 1A Reconstruction Project - \$441,584.51; 20. Approve Pay Request #6 - DeVries Electric - City Hall/Library Remodel Phase 1 Project - \$147,337.75; 21. Approve Pay Request #8 - Keystone Construction - City Hall/Library Remodel Phase 1 Project - \$15,429.73; 22. Approve Pay Request #8 - On Track Construction - Greenbelt Landing Construction Project - \$128,891.25; 23. Approve Pay Request #10 - University Boulevard Flood Mitigation- Project Scoping Plan - Confluence, Inc. - \$31,731.00; 24. Approve Pay Request #10 - Air-Con Mechanical Corp. - Greenbelt Landing Construction Project - \$37,693.79; 25. Approve Pay Request #11 - Keystone Construction - Greenbelt Landing Construction Project - \$149,120.41; 26. Approve Pay Request #11 - Central Iowa Mechanical - Greenbelt Landing Construction Project - \$14,368.10; 27. Approve Pay Request #16 - Alliance Construction Group - NW 114th Street Reconstruction - \$53,850.17; 28. Approve Pay Request #17 - Alice's Road Reconstruction - Phase 1 - Design - Snyder & Associates - \$61,049.70; 29. Approve Purchase - Greenbelt Landing Landscape Trees & Shrubs - DMF Gardens - \$41,650.00; 30. Approve Purchase - Greenbelt Landing Site Furniture - MMCITE' USA LLC- \$10,553.00; 31. Approve Purchase - Greenbelt Landing Site Furniture - Graber Manufacturing - \$16,370.51; 32. Approve Purchase - Greenbelt Landing Site Furniture - Landscape Forms - \$101,254.94; 33. **Resolution 2025-271** approving 2025/27 Sidewalk Snow Removal Contract Renewal; 34. **Resolution 2025-272** Approving 2025 Clive Soil Quality Restoration Program Agreements; 35. **Resolution 2025-273** Accepting the Donation of the Clive Railroad Depot, Storage Shed, and Personal Property Contained Therein; 36. **Resolution 2025-274** Approving Amended Job Description For Part-Time Position.



## Action Items

1. **Public Hearing - City Hall Approach Replacement.** Public Hearing Notice published 08/25/2025 in the Des Moines Register. Civil Engineer Jonathan Cygan presented the matter to the Council and recommended approval. Ted Weaver moved to close the public hearing, seconded by Eric Klein. Roll Call: Ayes: Ted Weaver, Michael McCoy, Susan Judkins, Eric Klein, Breanne Hocker. Nays: None. Abstained: None. Motion carried.
  - a. **Resolution 2025-275 Approving Plans and Specs.** Ted Weaver moved to Approve Plans and Spec, seconded by Eric Klein. Roll Call: Ayes: Ted Weaver, Michael McCoy, Susan Judkins, Eric Klein, Breanne Hocker. Nays: None. Abstained: None. Motion carried.
  - b. **Receipt of Bids.** Ted Weaver moved to receive the bids, seconded by Eric Klein. Roll Call: Ayes: Ted Weaver, Michael McCoy, Susan Judkins, Eric Klein, Breanne Hocker. Nays: None. Abstained: None. Motion carried.
  - c. **Resolution 2025-276 Awarding Contract - Stapes Concrete and Grading LLC - \$60,616.00.** Ted Weaver moved to award contract, seconded by Eric Klein. Roll Call: Ayes: Ted Weaver, Michael McCoy, Susan Judkins, Eric Klein, Breanne Hocker. Nays: None. Abstained: None. Motion carried.
2. **Public Hearing - Zoning Ordinance Amendment Regarding Commercial Entertainment Uses.** Public Hearing Notice published 08/25/2025 in the Des Moines Register. Senior Planner Amanda Grutzmacher presented the matter to the Council and recommended approval. Eric Klein moved to close the public hearing, seconded by Breanne Hocker. Roll Call: Ayes: Ted Weaver, Michael McCoy, Susan Judkins, Eric Klein, Breanne Hocker. Nays: None. Abstained: None. Motion carried.
  - a. **Consideration of Proposed Ordinance No. 1166 - Zoning Ordinance Amendment Regarding Commercial Entertainment Uses.** Eric Klein moved approval, seconded by Breanne Hocker. Roll Call: Ayes: Ted Weaver, Michael McCoy, Susan Judkins, Eric Klein, Breanne Hocker. Nays: None. Abstained: None. Motion carried.
3. **Public Hearing - Addition of Property to and Urban Renewal Plan Amendment for the Clive Urban Renewal Area.** Public Hearing Notice published 8/25/2025 in the Des Moines Register. Senior Planner Amanda Grutzmacher presented the matter to the Council and recommended approval. Michael McCoy moved to close the public hearing, seconded by Susan Judkins. Roll Call: Ayes: Ted Weaver, Michael McCoy, Susan Judkins, Eric Klein, Breanne Hocker. Nays: None. Abstained: None. Motion carried.
  - a. **Resolution 2025-277 to Declare Necessity and Establish an Urban Renewal Area, Pursuant to Section 403.4 of the Code of Iowa and Approve Urban Renewal Plan Amendment for the Clive Urban Renewal Area.** Michael McCoy moved approval, seconded by Susan Judkins. Roll Call: Ayes: Ted Weaver, Michael McCoy, Susan Judkins, Eric Klein, Breanne Hocker. Nays: None. Abstained: None. Motion carried.
  - b. **1st Consideration of Proposed Ordinance 1171 Providing for the Division of Taxes Levied on Taxable Property in the September, 2025 Addition to the Clive Urban Renewal Area, Pursuant to Section 403.19 of the Code of Iowa.** Michael McCoy moved approval, seconded by Susan Judkins. Roll Call: Ayes: Ted Weaver, Michael McCoy, Susan Judkins, Eric Klein, Breanne Hocker. Nays: None. Abstained: None. Motion carried.
4. **3rd Consideration of Proposed Ordinance 1165 - Zoning Ordinance Amendment Regarding Variances.** Senior Planner Amanda Grutzmacher presented the matter to the Council and recommended approval. Michael McCoy moved approval, seconded by Susan Judkins. Roll Call: Ayes: Ted Weaver, Michael McCoy, Susan Judkins, Eric Klein, Breanne Hocker. Nays: None. Abstained: None. Motion carried.  
**Mayor Edwards declared Ordinance 1165 enacted.**
5. **1st Consideration of Proposed Ordinance 1167 Liquor Licenses and Beer and Wine Permits.** City Clerk Matthew Graham presented the matter to the Council and recommended approval. Eric Klein moved approval, seconded by Ted Weaver. Roll Call: Ayes: Ted Weaver, Michael McCoy, Susan Judkins, Eric Klein, Breanne Hocker. Nays: None. Abstained: None. Motion carried.



6. **1st Consideration of Proposed Ordinance 1168 Cigarette & Tobacco Sales.** City Clerk Matthew Graham presented the matter to the Council and recommended approval. Michael McCoy moved approval, seconded by Susan Judkins. Roll Call: Ayes: Ted Weaver, Michael McCoy, Susan Judkins, Eric Klein, Breanne Hocker. Nays: None. Abstained: None. Motion carried.
7. **1st Consideration of Proposed Ordinance 1169 Public Hearing Requirements.** City Clerk Matthew Graham presented the matter to the Council and recommended approval. Ted Weaver moved approval, seconded by Eric Klein. Roll Call: Ayes: Ted Weaver, Michael McCoy, Susan Judkins, Eric Klein, Breanne Hocker. Nays: None. Abstained: None. Motion carried.
8. **1st Consideration of Proposed Ordinance 1170 Service Animal Misrepresentation.** City Clerk Matthew Graham presented the matter to the Council and recommended approval. Michael McCoy moved approval, seconded by Susan Judkins. Roll Call: Ayes: Ted Weaver, Michael McCoy, Susan Judkins, Eric Klein, Breanne Hocker. Nays: None. Abstained: None. Motion carried.
9. **Resolution 2025-278 Approving Amendment #1 to Alice's Road Reconstruction Project - Phase 1 Professional Services Agreement - Snyder & Associates - \$504,900.00.** Public Works Director Jeff May presented the matter to the Council and recommended approval. Eric Klein moved approval, seconded by Ted Weaver. Roll Call: Ayes: Ted Weaver, Michael McCoy, Susan Judkins, Eric Klein, Breanne Hocker. Nays: None. Abstained: None. Motion carried.
10. **Resolution 2025-279 Setting the date for a Public Hearing (09/25/2025, 6:00 p.m.) on Proposal to enter into the 2025B General Obligation Loan Agreement and to borrow money thereunder.** City Manager Matt McQuillen presented the matter to the Council and recommended approval. Eric Klein moved approval, seconded by Ted Weaver. Roll Call: Ayes: Ted Weaver, Michael McCoy, Susan Judkins, Eric Klein, Breanne Hocker. Nays: None. Abstained: None. Motion carried.

#### **Closed Session**

1. **City Manager Matt McQuillen presented the matter to the Council and recommended going into closed session pursuant to Iowa Code section 21.5(1)(j) to discuss the purchase or sale of particular real estate.** At 6:34 p.m. Michael McCoy moved to enter closed session, seconded by Susan Judkins. Roll Call: Ayes: Ted Weaver, Michael McCoy, Susan Judkins, Eric Klein, Breanne Hocker. Nays: None. Abstained: None. Motion carried. Council came out of closed session at 7:12 pm.  
**Mayor Edwards declared that no action was taken while in closed session.**

#### **Reports**

Assistant City Manager Report was given by Pete De Kock.

Council Member Committee Reports were given.

City Manager Report was given by Matt McQuillen.

The meeting was adjourned at 7:20 p.m.

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Matthew D. Graham, City Clerk

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John D. Edwards, Mayor





## Memo

**TO:** Mayor and Council members

**FROM:** Matthew Graham, City Clerk

**DATE:** September 25, 2025

**RE:** Approve 09/13/2025 City Council Strategic Planning Minutes

### SYNOPSIS:

#### Attachments:

1. CC Minutes 09\_13\_2025 Strategic Planning

Clive City Council Meeting

Strategic Planning Work Session

September 13, 2025

The strategic planning work session was held on Saturday, September 13, 2025, at Clive City Hall, located at 1900 NW 114<sup>th</sup> Street, Clive, Iowa.

Mayor Edwards presided and called the meeting to order at 8:00 a.m. Council members present were Breanne Hocker, Erik Klein, Michael McCoy, and Ted Weaver. City Manager Matt McQuillen and Assistant City Manager Pete De Kock were also present.

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

The Council continued their previous discussions from the August 11, 2025, and August 13, 2025 work sessions. They reviewed the action plans for each project and then prioritized the most important projects for the coming 12 months. The Council also discussed the best governance practices that they intend to implement.

Mayor Edwards adjourned the meeting at 12:10 pm.

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Pete De Kock, Assistant City Manager

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John Edwards, Mayor



## Memo

**TO:** Mayor and Council members

**FROM:** Matthew Graham, City Clerk

**DATE:** September 25, 2025

**RE:** Bill List

### **SYNOPSIS:**

Attachments:

1. Bill List

| Date Paid  | Vendor Name                         | Description                                                    | Amount Paid |
|------------|-------------------------------------|----------------------------------------------------------------|-------------|
| 09/09/2025 | ABSOLUTE GROUP                      | GREENBELT LANDING PAY REQ 4                                    | 3,776.25    |
| 09/09/2025 | ABSOLUTE GROUP                      | FOREST AVE WATER MAIN PAY REQ 3                                | 83,218.46   |
| 09/22/2025 | ACRISURE MIDWEST PARTNERS INS       | BUILDER RISK INS CH REMODEL PHASE 2                            | 2,526.00    |
| 09/19/2025 | AFLAC                               | CURRENT PAY WITHHOLDING AFLAC PRE TAX Pay Period: 9/13/2025    | 91.32       |
| 09/22/2025 | AIA CORPORATION                     | CARDWELL UNIFORM ALLOWANCE                                     | 91.95       |
| 09/22/2025 | AIA CORPORATION                     | NORTON UNIFORM ALLOWANCE                                       | 211.81      |
| 09/09/2025 | AIR-CON MECHANICAL CORP             | GREENBELT LANDING CONSTRUCT PRJCT PAY REQ 10                   | 37,693.79   |
| 09/09/2025 | ALLIANCE CONSTRUCTION GROUP LLC     | NW 114TH ST RECON PAY REQ 16                                   | 53,850.17   |
| 09/22/2025 | AMAZON CAPITAL SERVICES             | SUPPLIES                                                       | 36.39       |
| 09/22/2025 | AMAZON CAPITAL SERVICES             | CENSUS EQUIP CREDIT                                            | 259.95-     |
| 09/22/2025 | AMAZON CAPITAL SERVICES             | HIGH CHLORINE TEST STRIPS                                      | 54.59       |
| 09/22/2025 | AMAZON CAPITAL SERVICES             | SUPPLIES                                                       | 116.13      |
| 09/22/2025 | AMAZON CAPITAL SERVICES             | OFFICE SUPPLIES                                                | 37.39       |
| 09/22/2025 | AMAZON CAPITAL SERVICES             | BUILDING MAINT                                                 | 122.37      |
| 09/22/2025 | AMAZON CAPITAL SERVICES             | ODOR ELIMINATOR FOR AMBULANCE                                  | 26.43       |
| 09/22/2025 | AMAZON CAPITAL SERVICES             | STORAGE CONTAINERS                                             | 118.00      |
| 09/22/2025 | AMAZON CAPITAL SERVICES             | SUPPLIES                                                       | 71.02       |
| 09/22/2025 | AMAZON CAPITAL SERVICES             | ADVIL SINGLES AND XL PERMANENT MARKER                          | 31.31       |
| 09/22/2025 | AMAZON CAPITAL SERVICES             | MISC SUPPLIES                                                  | 99.99       |
| 09/22/2025 | AMAZON CAPITAL SERVICES             | NFPA GUIDE FOR FIRE AND EXPLOSION INVESTIGATIONS               | 83.00       |
| 09/22/2025 | AMAZON CAPITAL SERVICES             | MISC WATER SUPPLIES                                            | 58.44       |
| 09/22/2025 | AMAZON CAPITAL SERVICES             | ELEVATOR DOOR KEYS                                             | 35.73       |
| 09/22/2025 | AMAZON CAPITAL SERVICES             | A103 VEHICLE REPAIR                                            | 37.99       |
| 09/22/2025 | AMERICAN TEST CENTER                | BOOM TRUCK INSPECTION                                          | 760.00      |
| 09/19/2025 | AMERITAS LIFE INSURANCE GRP- VISION | CURRENT PAY WITHHOLDING VISION INSURANCE Pay Period: 9/13/2025 | 530.48      |
| 09/22/2025 | APWA-IOWA CHAPTER                   | APWA FALL CONFERENCE REGISTRATION/JERRY                        | 225.00      |
| 09/22/2025 | APWA-IOWA CHAPTER                   | IOWA APWA FALL CONFERENCE JASON STEVENS                        | 225.00      |
| 09/22/2025 | ARNOLD MOTOR SUPPLY                 | CREDIT                                                         | 13.82-      |
| 09/22/2025 | ARNOLD MOTOR SUPPLY                 | VEHICLE MAINT                                                  | 170.40      |
| 09/22/2025 | ARNOLD MOTOR SUPPLY                 | #707 PARTS                                                     | 68.90       |
| 09/22/2025 | ARNOLD MOTOR SUPPLY                 | #707 PARTS                                                     | 29.02       |
| 09/22/2025 | ARNOLD MOTOR SUPPLY                 | VEHICLE MAINT                                                  | 35.26       |
| 09/22/2025 | ARNOLD MOTOR SUPPLY                 | MISC SUPPLIES                                                  | 8.82        |
| 09/22/2025 | ARNOLD MOTOR SUPPLY                 | #707 PARTS                                                     | 256.51      |
| 09/22/2025 | ARNOLD MOTOR SUPPLY                 | #720 PARTS                                                     | 16.10       |
| 09/22/2025 | ARNOLD MOTOR SUPPLY                 | #707 PARTS                                                     | 52.78       |
| 09/22/2025 | ARNOLD MOTOR SUPPLY                 | #707 PARTS                                                     | 357.89      |
| 09/22/2025 | ARNOLD MOTOR SUPPLY                 | PARTS                                                          | 16.10       |
| 09/22/2025 | ARNOLD MOTOR SUPPLY                 | STOCK FILTERS                                                  | 390.71      |
| 09/22/2025 | ASCENDANCE TRUCKS MIDWEST, LLC      | DIESEL ADDITIVE                                                | 244.65      |
| 09/22/2025 | ASSOCIATION OF IOWA FAIRS           | 25/26 MEMBERSHIP - JEFF L                                      | 50.00       |
| 09/22/2025 | ATLANTIC BOTTLING                   | CAMPBELL CONCESSIONS                                           | 287.74      |
| 09/22/2025 | ATLANTIC BOTTLING                   | CAMPBELL CONCESSIONS                                           | 181.80      |
| 09/22/2025 | AUREON COMMUNICATIONS               | CANCELLATION LINE                                              | 6.41        |
| 09/22/2025 | AUREON COMMUNICATIONS               | INTERNET CH                                                    | 787.50      |
| 09/22/2025 | AWWA - IOWA SECTION                 | COOLEY, WYKOFF, STEVENS, SALTMARSH AND LEWIS TRAINING          | 1,110.00    |
| 09/22/2025 | BAKER & TAYLOR BOOKS                | BOOKS- ADULT                                                   | 67.43       |
| 09/22/2025 | BAKER & TAYLOR BOOKS                | BOOKS ADULT-HARBACH                                            | 17.09       |
| 09/22/2025 | BAKER & TAYLOR BOOKS                | BOOKS- ADULT                                                   | 66.11       |
| 09/22/2025 | BAKER & TAYLOR BOOKS                | BOOKS- ADULT                                                   | 89.48       |
| 09/22/2025 | BAKER & TAYLOR BOOKS                | ADULT BOOKS                                                    | 111.20      |
| 09/22/2025 | BAKER GROUP                         | RTU LEAK & FILTER REPLACEMENT                                  | 657.59      |
| 09/22/2025 | BAKER GROUP                         | RTU LEAK & FILTER REPLACEMENT                                  | 177.23      |
| 09/22/2025 | BAKER GROUP                         | RTU LEAK & FILTER REPLACEMENT                                  | 387.47      |
| 09/22/2025 | BAKER GROUP                         | BOILER PUMP REPLACEMENT                                        | 729.60      |
| 09/22/2025 | BARTLETT ELECTRIC                   | GROUNDING BAR - CAC SPLASH PAD                                 | 750.00      |
| 09/22/2025 | BAX SALES INC                       | PARTS FOR SIGNS                                                | 2.50        |
| 09/22/2025 | BAX SALES INC                       | BOLTS                                                          | 112.35      |

| Date Paid  | Vendor Name                  | Description                                                      | Amount Paid |
|------------|------------------------------|------------------------------------------------------------------|-------------|
| 09/22/2025 | BAX SALES INC                | BOLTS                                                            | 3.00        |
| 09/22/2025 | BLANK PARK ZOO               | DATA PROCESSING-ADVENTURE PASSES                                 | 250.00      |
| 09/22/2025 | BOUND TREE MEDICAL LLC       | EMS MEDICAL SUPPLIES                                             | 325.09      |
| 09/22/2025 | BOUND TREE MEDICAL LLC       | EMS MEDICAL SUPPLIES                                             | 279.03      |
| 09/22/2025 | BOUND TREE MEDICAL LLC       | IV SOLUTION                                                      | 59.90       |
| 09/22/2025 | BOUND TREE MEDICAL LLC       | EMS MEDICAL SUPPLIES                                             | 334.37      |
| 09/22/2025 | BRAVO GREATER DES MOINES     | HOTEL MOTEL AUG 25                                               | 32,449.52   |
| 09/09/2025 | BURKETT CONSTRUCTION         | LINNAN PK CONSTRUCTION PAY REQ 1                                 | 113,335.00  |
| 09/09/2025 | CALIBER CONCRETE LLC         | NW 138TH OVERLAY PAY REQ 5                                       | 41,831.26   |
| 09/22/2025 | CDW GOVERNMENT INC           | UPS HARDWARE MAINT                                               | 730.16      |
| 09/22/2025 | CDW GOVERNMENT INC           | CENSUS EQUIPMENT                                                 | 211.74      |
| 09/09/2025 | CENTRAL IOWA MECHANICAL      | GREENBELT LANDING CONSTRUCT PJCT PAY REQ 11                      | 14,368.10   |
| 09/22/2025 | CENTRAL IOWA READY MIX       | CONCRETE                                                         | 1,598.00    |
| 09/22/2025 | CENTRAL IOWA READY MIX       | CONCRETE                                                         | 1,416.00    |
| 09/22/2025 | CENTRAL IOWA READY MIX       | CONCRETE                                                         | 1,551.00    |
| 09/22/2025 | CENTRAL IOWA READY MIX       | CONCRETE                                                         | 1,327.50    |
| 09/22/2025 | CENTRAL STATES MEDICINE PLLC | 411 MED CLAIM                                                    | 153.84      |
| 09/22/2025 | CFI SALES INC                | #782 TIRES                                                       | 4,794.75    |
| 09/22/2025 | CITIBOT INC                  | GREENIE SUBSCRIPTION                                             | 18,000.00   |
| 09/22/2025 | CITY OF DES MOINES           | WRA - SEPT 25                                                    | 182,381.50  |
| 09/22/2025 | CITY OF URBANDALE            | STREET LIGHTS                                                    | 495.11      |
| 09/22/2025 | CITY OF URBANDALE            | CLIVE EMERGENCY SIGNAL                                           | 16.01       |
| 09/22/2025 | CITY OF URBANDALE            | A103 DIAGNOSTICS                                                 | 64.00       |
| 09/19/2025 | CLIVE COMMUNITY SERVICES     | CURRENT PAY WITHHOLDING CLIVE COMM SERVICES Pay Period: 9/13/202 | 37.20       |
| 09/19/2025 | COLLECTION SERVICES CENTER   | CURRENT PAY WITHHOLDING CHILD SUPPORT Pay Period: 9/13/2025      | 1,775.96    |
| 09/22/2025 | COMMERCE BANK                | CONFERENCE EXPENSE__ ANDERSON                                    | 425.14      |
| 09/22/2025 | COMMERCE BANK                | MARKETING__ BELIEU                                               | 1,290.89    |
| 09/22/2025 | COMMERCE BANK                | LIBRARY PAINT__ BOSTON                                           | 91.98       |
| 09/22/2025 | COMMERCE BANK                | CONFERENCE EXPENSE__ BOYLE                                       | 560.00      |
| 09/22/2025 | COMMERCE BANK                | UNIFORMS__ BOYLE                                                 | 186.31      |
| 09/22/2025 | COMMERCE BANK                | IAAI MEMBERSHIP DUES__ BOYLE                                     | 30.00       |
| 09/22/2025 | COMMERCE BANK                | EQUIPMENT__ BROWN                                                | 716.90      |
| 09/22/2025 | COMMERCE BANK                | TRAINING EXPENSE__ BROWN                                         | 80.00       |
| 09/22/2025 | COMMERCE BANK                | SUPPLIES__ CLIVE PARKS & REC STAFF                               | 17.16       |
| 09/22/2025 | COMMERCE BANK                | CONTRACT WORK__ CLIVE PARKS & REC STAFF                          | 2,350.65    |
| 09/22/2025 | COMMERCE BANK                | CONFERENCE EXPENSE__ CYGAN                                       | 1,042.52    |
| 09/22/2025 | COMMERCE BANK                | TRAINING EXPENSE__ CYGAN                                         | 225.00      |
| 09/22/2025 | COMMERCE BANK                | TRAINING EXPENSE__ DE KOCK                                       | 199.00      |
| 09/22/2025 | COMMERCE BANK                | TRAINING EXPENSE__ FARLOW                                        | 1,203.54    |
| 09/22/2025 | COMMERCE BANK                | CONFERENCE EXPENSE__ FREESTONE                                   | 1,422.15    |
| 09/22/2025 | COMMERCE BANK                | PUBLIC EDUCATION__ GARCIA                                        | 14.99       |
| 09/22/2025 | COMMERCE BANK                | CONTRACT WORK__ GARCIA                                           | 108.80      |
| 09/22/2025 | COMMERCE BANK                | SUBSCRIPTION__ GIBBS                                             | 684.54      |
| 09/22/2025 | COMMERCE BANK                | CONCESSION SUPPLIES__ GIBBS                                      | 619.89      |
| 09/22/2025 | COMMERCE BANK                | SUPPLIES__ GIBBS                                                 | 149.38      |
| 09/22/2025 | COMMERCE BANK                | CONTRACT WORK__ GIBBS                                            | 405.00      |
| 09/22/2025 | COMMERCE BANK                | BUILDERS RISK INSURANCE__ GRAHAM                                 | 7,594.23    |
| 09/22/2025 | COMMERCE BANK                | IMFOA CONFERENCE__ GRAHAM                                        | 150.00      |
| 09/22/2025 | COMMERCE BANK                | AI SUBSCRIPTION__ GRAHAM                                         | 20.00       |
| 09/22/2025 | COMMERCE BANK                | RECORDING FEE__ GRAHAM                                           | 157.42      |
| 09/22/2025 | COMMERCE BANK                | CDL PERMIT__ GRANT                                               | 13.50       |
| 09/22/2025 | COMMERCE BANK                | CONFERENCE EXPENSE__ HAGELIE                                     | 7.94        |
| 09/22/2025 | COMMERCE BANK                | TRAINING EXPENSE__ HAGELIE                                       | 225.00      |
| 09/22/2025 | COMMERCE BANK                | HARDWARE__ HARKEN                                                | 255.64      |
| 09/22/2025 | COMMERCE BANK                | MAINT CONTRACTS__ HARKEN                                         | 221.95      |
| 09/22/2025 | COMMERCE BANK                | HARDWARE__ HARKEN                                                | 79.99       |
| 09/22/2025 | COMMERCE BANK                | SUBSCRIPTION__ HERZOG                                            | 87.80       |
| 09/22/2025 | COMMERCE BANK                | EQUIPMENT__ HERZOG                                               | 35.42       |

| Date Paid  | Vendor Name   | Description                           | Amount Paid |
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| 09/22/2025 | COMMERCE BANK | TRAINING EXPENSE__ JOHNSTON           | 200.00      |
| 09/22/2025 | COMMERCE BANK | TRAINING EXPENSE__ JOLLEY             | 122.36      |
| 09/22/2025 | COMMERCE BANK | MEMBERSHIP EXPENSE__ KALLEM           | 35.00       |
| 09/22/2025 | COMMERCE BANK | VEHICLE OPERATIONS__ KALLEM           | 195.00      |
| 09/22/2025 | COMMERCE BANK | DATA PROCESSING__ KELLER              | 42.76       |
| 09/22/2025 | COMMERCE BANK | SUPPLIES__ KELLER                     | 2,407.55    |
| 09/22/2025 | COMMERCE BANK | YOUTH PROGRAM SUPPLIES__ KELLER       | 11.76       |
| 09/22/2025 | COMMERCE BANK | OFFICE SUPPLIES__ KELLER              | 100.70      |
| 09/22/2025 | COMMERCE BANK | TRAINING EXPENSE__ KEMPNIICH          | 65.00       |
| 09/22/2025 | COMMERCE BANK | ADULT PROGRAM SUPPLIES__ LLAMAS       | 53.30       |
| 09/22/2025 | COMMERCE BANK | ADULT PROGRAM SUPPLIES__ LLAMAS       | 129.05      |
| 09/22/2025 | COMMERCE BANK | CONTRACT WORK__ LUCAS                 | 80.37       |
| 09/22/2025 | COMMERCE BANK | PRINTING__ LUCAS                      | 140.97      |
| 09/22/2025 | COMMERCE BANK | SUPPLIES__ LUCAS                      | 44.06       |
| 09/22/2025 | COMMERCE BANK | ADVERTISING__ LUCAS                   | 315.00      |
| 09/22/2025 | COMMERCE BANK | CONFERENCE EXPENSE__ LUCAS            | 175.00      |
| 09/22/2025 | COMMERCE BANK | CONFERENCE EXPENSE__ MAY              | 1,965.84    |
| 09/22/2025 | COMMERCE BANK | TRAINING EXPENSE__ MAY                | 225.00      |
| 09/22/2025 | COMMERCE BANK | SUBSCRIPTION__ MCGILVRA               | 40.00       |
| 09/22/2025 | COMMERCE BANK | MEETING EXPENSE__ MCQUILLEN           | 150.19      |
| 09/22/2025 | COMMERCE BANK | TRAINING EXPENSE__ MCQUILLEN          | 225.00      |
| 09/22/2025 | COMMERCE BANK | ADULT LIBRARY BOOKS__ NELSON          | 440.96      |
| 09/22/2025 | COMMERCE BANK | MEDIA__ NELSON                        | 418.32      |
| 09/22/2025 | COMMERCE BANK | OFFICE SUPPLIES__ NELSON              | 592.09      |
| 09/22/2025 | COMMERCE BANK | YOUTH PROGRAM SUPPLIES__ NELSON       | 23.12       |
| 09/22/2025 | COMMERCE BANK | ADULT PROGRAM SUPPLIES__ NELSON       | 137.28      |
| 09/22/2025 | COMMERCE BANK | ADULT LIBRARY BOOKS__ NELSON          | 113.00      |
| 09/22/2025 | COMMERCE BANK | MEDIA__ NELSON                        | 18.41       |
| 09/22/2025 | COMMERCE BANK | CREDIT SUPPLIES__ NELSON              | 55.08       |
| 09/22/2025 | COMMERCE BANK | CH RENOVATIONS__ NELSON               | 347.94      |
| 09/22/2025 | COMMERCE BANK | ADULT PROGRAM SUPPLIES__ NELSON       | 79.06       |
| 09/22/2025 | COMMERCE BANK | EQUIPMENT__ NIELSEN                   | 484.30      |
| 09/22/2025 | COMMERCE BANK | TRAINING EXPENSE__ NISIC              | 100.00      |
| 09/22/2025 | COMMERCE BANK | CENSUS FEES__ NISIC                   | 147.15      |
| 09/22/2025 | COMMERCE BANK | VEHICLE EXPENSE__ OSBORN              | 890.08      |
| 09/22/2025 | COMMERCE BANK | TRAINING EXPENSE__ PFAFF              | 700.00      |
| 09/22/2025 | COMMERCE BANK | CONCESSION SUPPLIES__ PHELPS          | 388.14      |
| 09/22/2025 | COMMERCE BANK | CONCESSION SUPPLIES__ PHELPS          | 242.66      |
| 09/22/2025 | COMMERCE BANK | SUPPLIES__ PHELPS                     | 126.52      |
| 09/22/2025 | COMMERCE BANK | OFFICE SUPPLIES__ PHELPS              | 93.89       |
| 09/22/2025 | COMMERCE BANK | JANITORIAL SUPPLIES__ PHELPS          | 52.82       |
| 09/22/2025 | COMMERCE BANK | CONFERENCE EXPENSE__ PURVIS           | 300.00      |
| 09/22/2025 | COMMERCE BANK | SUSTENANCE SUPPLIES__ RAMSEY          | 79.76       |
| 09/22/2025 | COMMERCE BANK | CLOTHING ALLOWANCE__ REHBERG          | 54.89       |
| 09/22/2025 | COMMERCE BANK | SUPPLIES__ RIVERA                     | 126.54      |
| 09/22/2025 | COMMERCE BANK | EQUIPMENT__ ROLFES                    | 49.98       |
| 09/22/2025 | COMMERCE BANK | GOAT SUPPLIES__ ROLFES                | 313.76      |
| 09/22/2025 | COMMERCE BANK | CHILDREN BOOKS__ SHALON-DEUR          | 124.35      |
| 09/22/2025 | COMMERCE BANK | CHILDREN BOOKS HARBACH__ SHALON-DEUR  | 35.38       |
| 09/22/2025 | COMMERCE BANK | YOUTH PROGRAM SUPPLIES__ SHALON-DEUR  | 512.46      |
| 09/22/2025 | COMMERCE BANK | YOUTH PROGRAM SUPPLIES__ SHALON-DEUR  | 179.47      |
| 09/22/2025 | COMMERCE BANK | CONFERENCE EXPENSE__ SHALON-DEUR      | 246.38      |
| 09/22/2025 | COMMERCE BANK | EQUIPMENT__ SNOBERGER                 | 27.94       |
| 09/22/2025 | COMMERCE BANK | FALKNER UNIFORM ALLOWANCE__ SNOBERGER | 209.97      |
| 09/22/2025 | COMMERCE BANK | SUSTENANCE SUPPLIES__ SNOBERGER       | 72.22       |
| 09/22/2025 | COMMERCE BANK | VEHICLE REPAIR__ SOMSKY               | 1,495.94    |
| 09/22/2025 | COMMERCE BANK | VEHICLE MAINTENANCE__ SOMSKY          | 3,377.11    |
| 09/22/2025 | COMMERCE BANK | CONFERENCE EXPENSE__ STEVENS          | 1,229.99    |



| Date Paid  | Vendor Name                    | Description                                 | Amount Paid |
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| 09/22/2025 | COMMERCE BANK                  | CONFERENCE EXPENSE__ THIELEN                | 935.00      |
| 09/22/2025 | COMMERCE BANK                  | DRONE REGISTRATION__ WEILER                 | 5.00        |
| 09/22/2025 | COMMERCE BANK                  | PRINTING__ WELLING                          | 99.00       |
| 09/22/2025 | COMMERCE BANK                  | IMFOA MEMBERSHIP__ WIRTH                    | 150.00      |
| 09/22/2025 | COMMERCE BANK                  | TRAINING EXPENSE__ WIRTH                    | 610.35      |
| 09/22/2025 | COMMERCE BANK                  | OFFICE SUPPLIES__ WIRTH                     | 316.57      |
| 09/09/2025 | CONCRETE TECHNOLOGIES INC      | ALICE RD RECON PAY REQ 6                    | 441,584.51  |
| 09/09/2025 | CONFLUENCE                     | UNIVERSITY BLVD FLOOD MIT PAY REQ 10        | 31,731.00   |
| 09/22/2025 | CONSENSUS CLOUD SOLUTIONS, LLC | HOSTED FAX                                  | 92.97       |
| 09/22/2025 | CONSOLIDATED COMMUNICATIONS    | PHONE SERVICE                               | 1,155.50    |
| 09/22/2025 | CORE & MAIN LP                 | BREAK AWAY BOLTS FOR HYDRANTS               | 556.50      |
| 09/22/2025 | CORELL CONTRACTOR INC          | CRUSHED ASPHALT                             | 556.40      |
| 09/09/2025 | COUNTRY LANDSCAPES INC         | GREENBELT LANDING CONSTRUCT PRJCT PAY REQ 5 | 46,928.12   |
| 09/22/2025 | CROSSROADS AG LLC              | ROW SPRAYING                                | 100.80      |
| 09/22/2025 | CROWN TROPHY                   | FALL SPORTS AWARDS                          | 159.60      |
| 09/22/2025 | CUSTOM AWARDS & EMBROIDERY     | MINOR EQUIPMENT                             | 20.00       |
| 09/22/2025 | DES MOINES WATER WORKS         | LP MOON PUMP STATION Q1                     | 14,376.69   |
| 09/22/2025 | DES MOINES WATER WORKS         | TESTING                                     | 1,452.00    |
| 09/09/2025 | DEVRIES ELECTRIC               | CH/LIB RENOVATION PAY REQ 6                 | 147,337.75  |
| 09/22/2025 | DOLL DISTRIBUTING LLC          | CAMPBELL CONCESSIONS                        | 189.20      |
| 09/22/2025 | DOLL DISTRIBUTING LLC          | CAMPBELL CONCESSIONS                        | 384.00      |
| 09/22/2025 | DOLL DISTRIBUTING LLC          | CAMPPELL CONCESSIONS                        | 315.60      |
| 08/31/2025 | EBS                            | Medical / Dental Ins -Aug                   | 14,748.55   |
| 08/31/2025 | EBS                            | Medical / Dental Ins -Aug                   | 31,453.65   |
| 08/31/2025 | EBS                            | Medical / Dental Ins -Aug                   | 6,593.59    |
| 08/31/2025 | EBS                            | Medical / Dental Ins -Aug                   | 15,371.28   |
| 08/31/2025 | EBS                            | Medical / Dental Ins -Aug                   | 4,864.57    |
| 08/31/2025 | EBS                            | Medical / Dental Ins -Aug                   | 5,770.29    |
| 08/31/2025 | EBS                            | Medical / Dental Ins -Aug                   | 6,138.52    |
| 08/31/2025 | EBS                            | Medical / Dental Ins -Aug                   | 11,236.24   |
| 08/31/2025 | EBS                            | Medical / Dental Ins -Aug                   | 4,117.32    |
| 08/31/2025 | EBS                            | Medical / Dental Ins -Aug                   | 663.43      |
| 08/31/2025 | EBS                            | Medical / Dental Ins -Aug                   | 3,750.97    |
| 08/31/2025 | EBS                            | Medical / Dental Ins -Aug                   | 3,848.66    |
| 08/31/2025 | EBS                            | Medical / Dental Ins -Aug                   | 1,603.54    |
| 08/31/2025 | EBS                            | Medical / Dental Ins -Aug                   | 2,487.62    |
| 08/31/2025 | EBS                            | Medical / Dental Ins -Aug                   | 1,342.56    |
| 08/31/2025 | EBS                            | Medical / Dental Ins -Aug                   | 9,785.24    |
| 08/31/2025 | EBS                            | Medical / Dental Ins -Aug                   | 1,614.31    |
| 08/31/2025 | EBS                            | Medical / Dental Ins -Aug                   | 14,813.09   |
| 08/31/2025 | EBS                            | Medical / Dental Ins -Aug                   | 4,750.54    |
| 08/31/2025 | EBS                            | Medical / Dental Ins -Aug                   | 6,932.46    |
| 08/31/2025 | EBS                            | Medical / Dental Ins -Aug                   | 5,919.44    |
| 08/31/2025 | EBS                            | Medical / Dental Ins -Aug                   | 4,159.46    |
| 08/31/2025 | EBS                            | Vision Ins - Aug                            | 102.08      |
| 08/31/2025 | EBS                            | Vision Ins - Aug                            | 292.36      |
| 08/31/2025 | EBS                            | Vision Ins - Aug                            | 50.11       |
| 08/31/2025 | EBS                            | Vision Ins - Aug                            | 135.49      |
| 08/31/2025 | EBS                            | Vision Ins - Aug                            | 37.12       |
| 08/31/2025 | EBS                            | Vision Ins - Aug                            | 64.96       |
| 08/31/2025 | EBS                            | Vision Ins - Aug                            | 49.49       |
| 08/31/2025 | EBS                            | Vision Ins - Aug                            | 86.61       |
| 08/31/2025 | EBS                            | Vision Ins - Aug                            | 30.93       |
| 08/31/2025 | EBS                            | Vision Ins - Aug                            | 9.28        |
| 08/31/2025 | EBS                            | Vision Ins - Aug                            | 27.84       |
| 08/31/2025 | EBS                            | Vision Ins - Aug                            | 37.12       |
| 08/31/2025 | EBS                            | Vision Ins - Aug                            | 9.28        |
| 08/31/2025 | EBS                            | Vision Ins - Aug                            | 27.84       |

| Date Paid  | Vendor Name | Description                                                        | Amount Paid |
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| 08/31/2025 | EBS         | Vision Ins - Aug                                                   | 18.56       |
| 08/31/2025 | EBS         | Vision Ins - Aug                                                   | 64.96       |
| 08/31/2025 | EBS         | Vision Ins - Aug                                                   | 18.56       |
| 08/31/2025 | EBS         | Vision Ins - Aug                                                   | 157.96      |
| 08/31/2025 | EBS         | Vision Ins - Aug                                                   | 27.84       |
| 08/31/2025 | EBS         | Vision Ins - Aug                                                   | 46.40       |
| 08/31/2025 | EBS         | Vision Ins - Aug                                                   | 37.12       |
| 08/31/2025 | EBS         | Vision Ins - Aug                                                   | 55.68       |
| 08/31/2025 | EBS         | Life, LTD, AD&D Ins - Aug                                          | 272.14      |
| 08/31/2025 | EBS         | Life, LTD, AD&D Ins - Aug                                          | 1,077.22    |
| 08/31/2025 | EBS         | Life, LTD, AD&D Ins - Aug                                          | 77.34       |
| 08/31/2025 | EBS         | Life, LTD, AD&D Ins - Aug                                          | 183.88      |
| 08/31/2025 | EBS         | Life, LTD, AD&D Ins - Aug                                          | 170.03      |
| 08/31/2025 | EBS         | Life, LTD, AD&D Ins - Aug                                          | 282.95      |
| 08/31/2025 | EBS         | Life, LTD, AD&D Ins - Aug                                          | 185.13      |
| 08/31/2025 | EBS         | Life, LTD, AD&D Ins - Aug                                          | 304.65      |
| 08/31/2025 | EBS         | Life, LTD, AD&D Ins - Aug                                          | 111.22      |
| 08/31/2025 | EBS         | Life, LTD, AD&D Ins - Aug                                          | 33.16       |
| 08/31/2025 | EBS         | Life, LTD, AD&D Ins - Aug                                          | 117.84      |
| 08/31/2025 | EBS         | Life, LTD, AD&D Ins - Aug                                          | 178.04      |
| 08/31/2025 | EBS         | Life, LTD, AD&D Ins - Aug                                          | 35.77       |
| 08/31/2025 | EBS         | Life, LTD, AD&D Ins - Aug                                          | 177.41      |
| 08/31/2025 | EBS         | Life, LTD, AD&D Ins - Aug                                          | 59.36       |
| 08/31/2025 | EBS         | Life, LTD, AD&D Ins - Aug                                          | 241.09      |
| 08/31/2025 | EBS         | Life, LTD, AD&D Ins - Aug                                          | 57.05       |
| 08/31/2025 | EBS         | Life, LTD, AD&D Ins - Aug                                          | 2.98        |
| 08/31/2025 | EBS         | Life, LTD, AD&D Ins - Aug                                          | 142.36      |
| 08/31/2025 | EBS         | Life, LTD, AD&D Ins - Aug                                          | 155.38      |
| 08/31/2025 | EBS         | Life, LTD, AD&D Ins - Aug                                          | 128.80      |
| 08/31/2025 | EBS         | Life, LTD, AD&D Ins - Aug                                          | 157.91      |
| 08/31/2025 | EBS         | Flex Admin - Aug                                                   | 13.80       |
| 08/31/2025 | EBS         | Flex Admin - Aug                                                   | 41.40       |
| 08/31/2025 | EBS         | Flex Admin - Aug                                                   | 9.20        |
| 08/31/2025 | EBS         | Flex Admin - Aug                                                   | 18.40       |
| 08/31/2025 | EBS         | Flex Admin - Aug                                                   | 4.60        |
| 08/31/2025 | EBS         | Flex Admin - Aug                                                   | 4.60        |
| 08/31/2025 | EBS         | Flex Admin - Aug                                                   | 13.80       |
| 08/31/2025 | EBS         | Flex Admin - Aug                                                   | 4.60        |
| 08/31/2025 | EBS         | Flex Admin - Aug                                                   | 9.20        |
| 08/31/2025 | EBS         | Flex Admin - Aug                                                   | 4.60        |
| 08/31/2025 | EBS         | Flex Admin - Aug                                                   | 13.80       |
| 08/31/2025 | EBS         | Flex Admin - Aug                                                   | 4.60        |
| 08/31/2025 | EBS         | Flex Admin - Aug                                                   | 27.60       |
| 08/31/2025 | EBS         | Flex Admin - Aug                                                   | 4.60        |
| 08/31/2025 | EBS         | Flex Admin - Aug                                                   | 13.80       |
| 08/31/2025 | EBS         | Flex Admin - Aug                                                   | 4.60        |
| 08/31/2025 | EBS         | Cobra Admin                                                        | 146.71      |
| 08/31/2025 | EBS         | Flex Funds                                                         | 5,468.92    |
| 09/19/2025 | EBS         | MEDICAL WITHHOLDING DENTAL INSURANCE - DELTA (EBS) Pay Period: 9/1 | 2,195.41    |
| 09/19/2025 | EBS         | MEDICAL WITHHOLDING MED W 750 FAMILY EXEMPT Pay Period: 9/13/2025  | 7,680.78    |
| 09/19/2025 | EBS         | MEDICAL WITHHOLDING MED W 750 EMPE + 1 EXEMPT Pay Period: 9/13/20  | 1,891.06    |
| 09/19/2025 | EBS         | MEDICAL WITHHOLDING MED W 750 SINGLE EXEMPT Pay Period: 9/13/2025  | 810.47      |
| 09/19/2025 | EBS         | MEDICAL WITHHOLDING MED - HDHP FAMILY Pay Period: 9/13/2025        | 1,276.60    |
| 09/19/2025 | EBS         | MEDICAL WITHHOLDING MED-HDHP EMPL +1 Pay Period: 9/13/2025         | 342.00      |
| 09/19/2025 | EBS         | MEDICAL WITHHOLDING MED HDHP SINGLE Pay Period: 9/13/2025          | 529.92      |
| 09/19/2025 | EFTPS       | FWT/FICA/MEDICARE CURRENT PAY FEDERAL WITHHOLDING TAX Pay Peri     | 52,422.53   |
| 09/19/2025 | EFTPS       | FWT/FICA/MEDICARE CURRENT PAY SOCIAL SECURITY Pay Period: 9/13/20  | 32,348.70   |
| 09/19/2025 | EFTPS       | FWT/FICA/MEDICARE CURRENT PAY SOCIAL SECURITY Pay Period: 9/13/20  | 32,348.70   |

| Date Paid  | Vendor Name                      | Description                                                        | Amount Paid |
|------------|----------------------------------|--------------------------------------------------------------------|-------------|
| 09/19/2025 | EFTPS                            | FWT/FICA/MEDICARE CURRENT PAY MEDICARE Pay Period: 9/13/2025       | 7,594.49    |
| 09/19/2025 | EFTPS                            | FWT/FICA/MEDICARE CURRENT PAY MEDICARE Pay Period: 9/13/2025       | 7,594.49    |
| 09/22/2025 | EMS MANAGEMENT & CONSULTANTS INC | JUNE 2025 EMS BILLING FEE                                          | 1,921.49    |
| 09/22/2025 | EMS MANAGEMENT & CONSULTANTS INC | AUGUST 2025 EMS BILLING FEE                                        | 2,048.31    |
| 09/22/2025 | ET&T DISTRIBUTORS, INC           | 50% DEPOSIT - 120 POOL CHAIRS                                      | 8,948.93    |
| 09/22/2025 | FACTORY MOTOR PARTS              | SHOP DEF                                                           | 239.00      |
| 09/22/2025 | FIRST RESPONDER SUPPLY, LLC      | UNIFORM ALLOW - J. LAMP                                            | 66.49       |
| 09/22/2025 | FIRST RESPONDER SUPPLY, LLC      | UNIFORM ALLOW - K. RECCHIA                                         | 161.48      |
| 09/22/2025 | FREEDOM FIRST AID & SAFETY LLC   | SAFETY EQUIPMENT                                                   | 13.78       |
| 09/22/2025 | FREEDOM FIRST AID & SAFETY LLC   | SAFETY EQUIPMENT                                                   | 13.78       |
| 09/22/2025 | FREEDOM FIRST AID & SAFETY LLC   | SAFETY EQUIPMENT                                                   | 13.78       |
| 09/22/2025 | FREEDOM FIRST AID & SAFETY LLC   | SAFETY EQUIPMENT                                                   | 13.76       |
| 09/22/2025 | GALLS LLC                        | LT MARTIN CLASS A HAT                                              | 79.85       |
| 09/22/2025 | GALLS LLC                        | ANNIS CLASS A DRESS HAT                                            | 84.16       |
| 09/22/2025 | GALLS LLC                        | UNIFORM ALLOW - J. LAMP                                            | 67.97       |
| 09/22/2025 | GALLS LLC                        | UNIFORM ALLOW - A. BOES                                            | 60.95       |
| 09/22/2025 | GALLS LLC                        | UNIFORM ALLOW - A. BOES                                            | 49.69       |
| 09/22/2025 | GANNETT IOWA LOCALIQ             | LEGAL PUBLICATION                                                  | 75.44       |
| 09/22/2025 | GANNETT IOWA LOCALIQ             | LEGAL PUBLICATION                                                  | 88.48       |
| 09/22/2025 | GANNETT IOWA LOCALIQ             | PH NOTICE                                                          | 108.12      |
| 09/22/2025 | GANNETT IOWA LOCALIQ             | MINUTES                                                            | 378.00      |
| 09/22/2025 | GANNETT IOWA LOCALIQ             | ORDINANCE                                                          | 41.36       |
| 09/22/2025 | GANNETT IOWA LOCALIQ             | URBAN RENEWAL PLAN                                                 | 575.52      |
| 09/22/2025 | GTR DM CONVENTION & VISITORS B   | HOTEL MOTEL AUG 25                                                 | 32,449.52   |
| 09/09/2025 | HANSEN COMPANY                   | LINNAN PARK PJCT PAY REQ 2                                         | 70,204.24   |
| 08/31/2025 | HARLAND CLARKE CHECKS            | DEPOSIT SLIPS                                                      | 369.34      |
| 09/09/2025 | HENLEY GROUP LLC                 | LINNAN PK CONSTRUCTION PAY REQ 1                                   | 62,225.00   |
| 09/22/2025 | HOTSY CLEANING SYSTEM            | HOTSY REPAIR                                                       | 142.44      |
| 09/22/2025 | HOTSY CLEANING SYSTEM            | HOTSY REPAIR                                                       | 142.45      |
| 09/22/2025 | HOTSY CLEANING SYSTEM            | HOTSY REPAIR                                                       | 142.45      |
| 09/22/2025 | HOTSY CLEANING SYSTEM            | HOTSY REPAIR                                                       | 142.45      |
| 09/19/2025 | ICMA                             | LOAN REPAYMENT LOAN REPAYMENT Pay Period: 9/13/2025                | 533.76      |
| 09/19/2025 | ICMA RETIREMENT CORP.#457        | CURRENT PAY WITHHOLDING ICMA CITY OUT DEF COMP - Pay Period: 9/13/ | 7,509.39    |
| 09/19/2025 | ICMA RETIREMENT CORP.#457        | CURRENT PAY WITHHOLDING ICMA -DEF COMP Pay Period: 9/13/2025       | 12,996.43   |
| 09/19/2025 | ICMA RETIREMENT CORP.#457        | CURRENT PAY WITHHOLDING ICMA ROTH DEF COMP Pay Period: 9/13/2025   | 10,514.33   |
| 09/22/2025 | IOWA COMMUNITIES ASSURANCE POOL  | BUILDERS RISK INS, CH REMODLE PHASE 2                              | 8,609.00    |
| 09/22/2025 | IOWA PRISON INDUSTRIES           | SIGNS                                                              | 115.90      |
| 09/22/2025 | IOWA SIGNAL INC.                 | PEDESTRIAN PUSH BUTTON STATION 156TH/HICKMAN                       | 2,920.00    |
| 09/22/2025 | IOWA SIGNAL INC.                 | 156TH/HICKMAN FIBER SWITCH REPLACEMENT                             | 1,750.00    |
| 09/09/2025 | IOWA SIGNAL INC.                 | DOUGLAS/BERKSHIRE TRAFFIC PRJCT PAY REQ 3                          | 109,381.51  |
| 09/22/2025 | IOWA-DES MOINES SUPPLY INC       | BUILD MAINT                                                        | 545.85      |
| 09/22/2025 | JOHNSTONE SUPPLY                 | BOILER PH FILTERS                                                  | 219.87      |
| 09/22/2025 | JOHNSTONE SUPPLY                 | PUMP WINTERIZATION FOAM                                            | 161.91      |
| 09/22/2025 | K & V HOMES INC                  | REFUND OVERPAYMENT                                                 | 119.06      |
| 09/22/2025 | KEN & DEB DICKERSON              | REFUND OVERPAYMENT                                                 | 15.00       |
| 09/09/2025 | KEYSTONE CONSTRUCTION SERVICES   | CH/LIB REMODEL PAY REQ 8                                           | 15,429.73   |
| 09/09/2025 | KEYSTONE CONSTRUCTION SERVICES   | GREENBELT LANDING PAY REQ 10                                       | 149,120.41  |
| 09/09/2025 | L A FULTON & SONS, INC           | CH/LIB RENOVATION PAY REQ 5                                        | 5,049.25    |
| 09/22/2025 | LINDA MCNEAL                     | REFUND DEPOSIT                                                     | 42.87       |
| 09/22/2025 | LINDE GAS & EQUIPMENT INC        | OXYGEN REFILL AND RENTAL FEE                                       | 965.06      |
| 09/22/2025 | LOGAN CONTRACTORS SUPPLY         | GAS CANS                                                           | 284.36      |
| 09/22/2025 | LOGAN CONTRACTORS SUPPLY         | STREET MAINT SUPPLIES                                              | 306.98      |
| 09/22/2025 | LOGAN CONTRACTORS SUPPLY         | CREDIT                                                             | 153.49      |
| 09/22/2025 | LOWES HOME CENTERS INC           | LIBRARY SOFFIT PRIMER & PAINT                                      | 49.96       |
| 09/22/2025 | MACQUEEN EQUIPMENT               | PIERSMA GEAR REPAIR                                                | 55.56       |
| 09/22/2025 | MACQUEEN EQUIPMENT               | JET TRUCK REPAIR                                                   | 562.71      |
| 09/22/2025 | MAIL SERVICES                    | NEWSLETTER                                                         | 1,135.63    |
| 09/22/2025 | MAIL SERVICES                    | POSTAGE                                                            | 2,725.26    |

| Date Paid  | Vendor Name             | Description                                                      | Amount Paid |
|------------|-------------------------|------------------------------------------------------------------|-------------|
| 09/22/2025 | MAIL SERVICES           | BILLING                                                          | 832.18      |
| 09/22/2025 | MEDIACOM                | LIBRARY INTERNET                                                 | 19.95       |
| 09/22/2025 | MENARDS                 | STREET MAINT SUPPLIES                                            | 199.64      |
| 09/22/2025 | MENARDS                 | SUSTENANCE SUPPLIES                                              | 29.82       |
| 09/22/2025 | MENARDS                 | PLASTIC UTILITY BLADES                                           | .99         |
| 09/22/2025 | MENARDS                 | VEHICLE MAINT                                                    | 6.99        |
| 09/22/2025 | MENARDS                 | LAZY RIVER PIPING SUPPLIES                                       | 58.92       |
| 09/22/2025 | MENARDS                 | BUILDING MAINT                                                   | 20.19       |
| 09/22/2025 | MENARDS                 | BUILDING MAINT                                                   | 26.92       |
| 09/22/2025 | MENARDS                 | STORAGE TOTES                                                    | 144.79      |
| 09/22/2025 | MENARDS                 | LAZY RIVER PIPING SUPPLIES                                       | 52.71       |
| 09/22/2025 | MENARDS                 | BUILDING MAINT                                                   | 96.87       |
| 09/22/2025 | MENARDS                 | OUTDOOR STORAGE SHELTER                                          | 249.00      |
| 09/22/2025 | MENARDS                 | SHOVEL REPLACEMENT                                               | 59.94       |
| 09/22/2025 | MENARDS                 | MISC SUPPLIES                                                    | 2.99        |
| 09/22/2025 | MENARDS                 | BUILDING MAINT                                                   | 34.48       |
| 09/22/2025 | MENARDS                 | POOL PAINT SUPPLIES                                              | 109.54      |
| 09/22/2025 | MENARDS                 | INTAKE REPAIR SUPPLIES                                           | 71.92       |
| 09/22/2025 | MENARDS                 | POOL PAINTING SUPPLIES                                           | 71.86       |
| 09/22/2025 | MENARDS                 | GAS CAP, DIGITAL INFLATOR                                        | 14.98       |
| 09/22/2025 | MENARDS                 | MISC WATER SUPPLIES                                              | 47.41       |
| 09/22/2025 | MENARDS                 | 8 BGS PEAT MOSS                                                  | 119.92      |
| 09/22/2025 | MENARDS                 | WOOD FOR FORCIBLE ENTRY PROP                                     | 47.76       |
| 09/22/2025 | MENARDS                 | HAND TOOLS PAINT REMOVER                                         | 14.98       |
| 09/22/2025 | MERCYONE CLIVE PHARMACY | EMS MEDICATIONS                                                  | 347.65      |
| 09/22/2025 | METRO WASTE AUTHORITY   | YARD WASTE STICKERS                                              | 300.00      |
| 09/22/2025 | METRO WASTE AUTHORITY   | LARGE WASTE STICKERS                                             | 1,000.00    |
| 09/22/2025 | METRONET                | INTERNET PS                                                      | 1,039.95    |
| 09/22/2025 | MID AMERICAN SIGNAL INC | 156TH/HICKMAN BATTERY BACKUP                                     | 3,494.00    |
| 09/22/2025 | MID AMERICAN SIGNAL INC | 111TH/HICKMAN, PATRICIA DR, NW 114TH/FOREST BATTERY BACKUP       | 10,482.00   |
| 09/22/2025 | MIDAMERICAN ENERGY DAV  | TRAFFIC LIGHTS                                                   | 27.54       |
| 09/22/2025 | MIDAMERICAN ENERGY DAV  | TRAFFIC LIGHTS                                                   | 30.50       |
| 09/22/2025 | MIDWEST TAPE, LLC       | EBOOK- HOOPLA FLEX                                               | 84.99       |
| 09/19/2025 | MUNICIPAL FIRE & POLICE | CURRENT PAY WITHHOLDING MUNICIPAL FIRE & POLICE RETIRE Pay Perio | 22,983.46   |
| 09/19/2025 | MUNICIPAL FIRE & POLICE | CURRENT PAY WITHHOLDING MUNICIPAL FIRE & POLICE RETIRE Pay Perio | 9,858.78    |
| 09/22/2025 | NETWORKS                | HOSTED EMAIL                                                     | 1,422.15    |
| 09/22/2025 | NORTHLAND PRODUCTS CO   | CREDIT                                                           | 22.00-      |
| 09/22/2025 | NORTHLAND PRODUCTS CO   | OIL                                                              | 734.50      |
| 09/22/2025 | NYEMASTER-GOODE         | PROSECUTIONS                                                     | 2,542.50    |
| 09/22/2025 | NYEMASTER-GOODE         | CITY COUNCIL                                                     | 850.00      |
| 09/22/2025 | NYEMASTER-GOODE         | LEGAL GENERAL                                                    | 2,209.00    |
| 09/22/2025 | NYEMASTER-GOODE         | LEGAL HR                                                         | 3,167.50    |
| 09/22/2025 | NYEMASTER-GOODE         | LEGAL - WRA                                                      | 875.00      |
| 09/22/2025 | NYEMASTER-GOODE         | LEGAL                                                            | 75.00       |
| 09/09/2025 | ON TRACK CONSTRUCTION   | LINNAN PK CONSTRUCTION PAY REQ 2                                 | 170,089.50  |
| 09/09/2025 | ON TRACK CONSTRUCTION   | GREENBELT LANDING CONSTRUCT PRCT PAY REQ 8                       | 128,891.25  |
| 09/22/2025 | OREILLY AUTOMOTIVE INC  | EQUIPMENT MAINT                                                  | 47.45       |
| 09/22/2025 | P & P SMALL ENGINES INC | EQUIPMENT REPAIR                                                 | 21.99       |
| 08/31/2025 | PAYMENTECH - CHASE BANK | Aug CC Fees                                                      | 2,171.08    |
| 08/31/2025 | PAYMENTECH - CHASE BANK | Aug CC Fees                                                      | 1,736.86    |
| 08/31/2025 | PAYMENTECH - CHASE BANK | Aug CC Fees                                                      | 434.22      |
| 08/31/2025 | PAYMENTECH - CHASE BANK | Aug CC Fees                                                      | 32.03       |
| 08/31/2025 | PAYMENTECH - CHASE BANK | Aug CC Fees                                                      | 16.94       |
| 08/31/2025 | PAYMENTECH - CHASE BANK | Aug CC Fees                                                      | 255.16      |
| 08/31/2025 | PAYMENTECH - CHASE BANK | Aug CC Fees                                                      | 255.16      |
| 08/31/2025 | PAYMENTECH - CHASE BANK | Aug CC Fees                                                      | 739.62      |
| 08/31/2025 | PAYMENTECH - CHASE BANK | Aug CC Fees                                                      | 34.71       |
| 08/31/2025 | PAYMENTECH - CHASE BANK | Aug CC Fees                                                      | 70.97       |

| Date Paid  | Vendor Name                         | Description                                                   | Amount Paid |
|------------|-------------------------------------|---------------------------------------------------------------|-------------|
| 09/22/2025 | PER MAR SECURITY SERVICES           | ALARM MONITORING, INSPECTIONS & COMMUNICATIONS                | 1,929.60    |
| 09/22/2025 | PHIL DICKEY                         | FALL MARTIAL ARTS INSTRUCTION                                 | 610.00      |
| 09/22/2025 | POLE PAINTING PLUS                  | STREET LIGHT PAINTING PROJECT                                 | 9,000.00    |
| 08/31/2025 | PROFESSIONAL SOLUTIONS              | CLOVER CC FEES                                                | 4,685.77    |
| 09/22/2025 | PSYCHOLOGY ASSOCIATES               | PROFESSIONAL FEES                                             | 5,775.00    |
| 09/22/2025 | RED WING BUSINESS ADVANTAGE ACCOUNT | BOOTS LUKE LEWIS                                              | 250.00      |
| 09/19/2025 | RELIANCE STANDARD LIFE INSURANCE    | VOL LIFE INSURANCE Pay Period: 9/13/2025                      | 1,205.20    |
| 09/22/2025 | SCHOLASTIC INC                      | DATA PROCESSING-ONLINE DATABASES                              | 2,831.00    |
| 09/22/2025 | SECURITY EQUIPMENT INC              | DUPLICATE KEYS                                                | 50.00       |
| 09/22/2025 | SECURITY EQUIPMENT INC              | OFFICE SUPPLIES- DRAWER KEY                                   | 50.00       |
| 09/22/2025 | SHATTUCK/RPM INC                    | NW 131ST SOD REPAIR                                           | 50.00       |
| 09/22/2025 | SHREDDER, THE                       | DOCUMENT DESTRUCTION                                          | 72.00       |
| 09/22/2025 | SILVERSTAR CAR WASH                 | RECREATION CAR WASHES                                         | 80.00       |
| 09/22/2025 | SILVERSTAR CAR WASH                 | PARKS CAR WASHES                                              | 20.00       |
| 09/22/2025 | SILVERSTAR CAR WASH                 | PW CAR WASHES                                                 | 40.00       |
| 09/22/2025 | SILVERSTAR CAR WASH                 | PW CAR WASHES                                                 | 20.00       |
| 09/09/2025 | SNYDER & ASSOCIATES                 | ALICE RD RECON PAY REQ 17                                     | 61,049.70   |
| 09/22/2025 | STATE HYGENIC LABORATORY            | TESTING                                                       | 660.00      |
| 09/22/2025 | STIVERS FORD                        | STOCK ANTIFREEZE                                              | 70.75       |
| 09/22/2025 | STIVERS MIDWEST PRO UPFITTERS       | #703/#738 SET UP                                              | 3,761.20    |
| 09/22/2025 | STIVERS MIDWEST PRO UPFITTERS       | #703/#793 CONSOLES AND ARM RESTS                              | 1,710.92    |
| 09/22/2025 | STIVERS MIDWEST PRO UPFITTERS       | #703/#738 SET UP                                              | 5,569.38    |
| 09/22/2025 | STONE CROSS LAWN AND LANDSCAPE LLC  | CONTRACT MOWING                                               | 19,000.00   |
| 09/22/2025 | STONE CROSS LAWN AND LANDSCAPE LLC  | CONTRACT MOWING                                               | 13,537.60   |
| 09/22/2025 | TELEFLEX LLC                        | EZ-STABILIZER                                                 | 50.00       |
| 09/22/2025 | TOMPKINS INDUSTRIES INC             | EQUIPMENT REPAIR                                              | 95.40       |
| 09/19/2025 | TREAS - STATE OF IA WH TAX          | STATE WITHHOLDING STATE WITHHOLDING TAX Pay Period: 9/13/2025 | 24,224.00   |
| 08/31/2025 | TREASURER STATE OF IOWA             | REC SALES TAX                                                 | 467.80      |
| 08/31/2025 | TREASURER STATE OF IOWA             | AQUATICS SALES TAX                                            | 7,504.99    |
| 08/31/2025 | TREASURER STATE OF IOWA             | WATER EXCISE TAX                                              | 34,335.97   |
| 08/31/2025 | TREASURER STATE OF IOWA             | UTILITY SALES TAX                                             | 10,631.28   |
| 09/22/2025 | TRI CITY ELECTRIC COMPANY OF IOWA   | TROUBLESHOOTING CAC SPLASH PAD                                | 780.00      |
| 09/22/2025 | UNIQUE                              | MISC CONTRACT WORK- COLLECTION AGENCY                         | 39.40       |
| 09/19/2025 | UNITED WAY                          | CURRENT PAY WITHHOLDING UNITED WAY Pay Period: 9/13/2025      | 40.46       |
| 09/22/2025 | VAN METER INC                       | 104TH WATER TOWER PHOTO EYE REPLACEMENT                       | 30.17       |
| 09/22/2025 | VERIZON                             | DATA PROCESSING HOT SPOTS                                     | 80.02       |
| 09/22/2025 | VERIZON                             | DCU CELL                                                      | 125.12      |
| 09/22/2025 | VERIZON                             | DATA PLANS                                                    | 1,118.35    |
| 09/22/2025 | VERIZON                             | IPADS                                                         | 399.98      |
| 09/22/2025 | VESTIS                              | UNIFORMS                                                      | 21.66       |
| 09/22/2025 | VESTIS                              | UNIFORMS                                                      | 57.78       |
| 09/22/2025 | VESTIS                              | UNIFORMS                                                      | 57.78       |
| 09/22/2025 | VESTIS                              | UNIFORMS                                                      | 103.51      |
| 09/22/2025 | VESTIS                              | UNIFORMS                                                      | 21.72       |
| 09/22/2025 | VESTIS                              | UNIFORMS                                                      | 57.90       |
| 09/22/2025 | VESTIS                              | UNIFORMS                                                      | 57.90       |
| 09/22/2025 | VESTIS                              | UNIFORMS                                                      | 103.74      |
| 09/22/2025 | WEST DES MOINES WATER WORKS         | WATER FACILITIES                                              | 208.89      |
| 09/22/2025 | WEX BANK                            | FUEL                                                          | 127.12      |
| 09/22/2025 | WEX BANK                            | FUEL                                                          | 31.63       |
| 09/22/2025 | WEX BANK                            | FUEL                                                          | 42.66       |
| 09/22/2025 | WEX BANK                            | FUEL                                                          | 53.46       |
| 09/22/2025 | WEX BANK                            | FUEL                                                          | 832.70      |
| 09/22/2025 | WEX BANK                            | FUEL                                                          | 813.94      |
| 09/22/2025 | WEX BANK                            | FUEL                                                          | 3,451.63    |
| 09/22/2025 | WEX BANK                            | FUEL                                                          | 6,004.58    |
| 09/22/2025 | WEX BANK                            | FUEL                                                          | 950.75      |
| 09/22/2025 | WEX BANK                            | FUEL                                                          | 1,660.26    |

| Date Paid     | Vendor Name     | Description      | Amount Paid         |
|---------------|-----------------|------------------|---------------------|
| 09/22/2025    | WEX BANK        | FUEL             | 1,565.15            |
| 09/22/2025    | WEX BANK        | FUEL             | 1,136.62            |
| 09/22/2025    | WEX BANK        | FUEL             | 256.04              |
| 09/22/2025    | WEX BANK        | FUEL             | 672.02              |
| 09/22/2025    | WEX BANK        | FUEL             | 626.01              |
| 08/31/2025    | XPRESS BILL PAY | Tran Fees- UB    | 1,870.54            |
| 08/31/2025    | XPRESS BILL PAY | Tran Fees- UB    | 1,496.44            |
| 08/31/2025    | XPRESS BILL PAY | Tran Fees- UB    | 374.11              |
| 08/31/2025    | XPRESS BILL PAY | Tran Fees- PD    | 17.02               |
| 08/31/2025    | XPRESS BILL PAY | Tran Fees- Rec   | 113.96              |
| 08/31/2025    | XPRESS BILL PAY | Tran Fees- Pool  | 113.96              |
| 08/31/2025    | XPRESS BILL PAY | Tran Fees- CD    | 86.58               |
| 08/31/2025    | XPRESS BILL PAY | Tran Fees- PW    | 1.48                |
| 08/31/2025    | XPRESS BILL PAY | Tran Fees- Admin | 54.16               |
| Grand Totals: |                 |                  | <u>2,774,923.83</u> |



| 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           \$       2,774,923.83  
(9/09/2025 - 9/22/2025)

Payroll  
(9/19/2025)                       344,687.55

Total                       \$       3,119,611.38

Of the total payrolls, \$660.07 are expense reimbursements.

 \_\_\_\_\_ Date: 9/22/2025  
Elizabeth Hansen, Director of Administrative Services

Dated: \_\_\_\_\_

City Council:

Breanne Hocker       \_\_\_\_\_

Eric Klein             \_\_\_\_\_

Ted Weaver           \_\_\_\_\_

Michael McCoy        \_\_\_\_\_

Susan Judkins         \_\_\_\_\_



## Memo

**TO:** Mayor and Council members

**FROM:** Matthew Graham, City Clerk

**DATE:** September 25, 2025

**RE:** Approve Retail Alcohol Sales License Renewal Application - Cooper's Hawk - 12801 University Avenue

### **SYNOPSIS:**

Staff recommends approval.

### Attachments:

1. Cooper's Hawk Winery & Restaurant 09\_30\_2025



## Memo

**TO:** Mayor and Council members

**FROM:** Matthew Graham, City Clerk

**DATE:** September 25, 2025

**RE:** Approve Retail Alcohol Sales License Renewal Application - Cracker Barrel - 11701 University Avenue

### **SYNOPSIS:**

Staff recommends approval.

### Attachments:

1. Cracker Barrel #144 09\_30\_2025



## Memo

**TO:** Mayor and Council members

**FROM:** Matthew Graham, City Clerk

**DATE:** September 25, 2025

**RE:** Approve Retail Alcohol Sales License Renewal Application - West Des Moines Elks Lodge - 2060 NW 94th Street

### **SYNOPSIS:**

Staff recommends approval.

### Attachments:

1. West Des Moines Elks Lodge 11\_01\_2025



## Memo

**TO:** Mayor and Council members

**FROM:** Tiffany Belieu, Administrative Specialist

**DATE:** September 25, 2025

**RE:** Resolution Approving Temporary Street Closing - Block Party - NW  
96th Street between Lincoln Ave. and Sunset Terrace - Saturday,  
September 27, 2024 - 4:00 p.m. - 9:00 p.m.

### SYNOPSIS:

Find attached an application and resolution for a block party.

### Attachments:

1. Brandenburg Block Party 09-27-25
2. Brandenburg Block Party Application

RESOLUTION NO. \_\_\_\_\_

**RESOLUTION TEMPORARILY CLOSING**

**WHEREAS**, the residents living at 9605 Lincoln Ave., Clive, petitioned the City Council to close NW 96<sup>th</sup> Street between Lincoln Ave. and Sunset Terrace on Saturday, September 27 between the hours of 4:00 p.m. and 9:00 p.m. and:

**WHEREAS**, said request is made in an effort by said residents to increase the safety of residents and children attending a block party to be given by them on said date and at such time on NW 96<sup>th</sup> Street between Lincoln Ave. and Sunset Terrace.

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

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

1. Subject to the provisions of paragraphs 2 and 3 below having first been met, the City Council of the City of Clive of Clive, Iowa, hereby closes NW 96<sup>th</sup> Street between Lincoln Ave. and Sunset Terrace on Saturday, September 27 between the hours of 4:00 p.m. and 9:00 p.m. to through traffic.
2. This resolution shall be of no force and effect unless one or more residents living at 9605 Lincoln Ave. shall first obtain those barricades of the type and number required by the Director of Public Works of the City of Clive, Iowa. Said delivery to be a time and place designated by Director.
3. No immobile obstacles that would limit or significantly slow access to emergency vehicles shall be placed in the traveled portion of the street, nor should any property owner be denied access to their property during the period when said streets are closed.

**PASSED AND APPROVED this \_\_\_\_\_ day of \_\_\_\_\_ 2025.**

\_\_\_\_\_  
John Edwards, Mayor

ATTEST:

\_\_\_\_\_  
Matthew Graham, City Clerk





## Memo

**TO:** Mayor and Council members

**FROM:** Jim Hagelie, Engineering Services Administrator

**DATE:** September 25, 2025

**RE:** Approve Pay Request #3 - SKOL Trucking, LLC - 2025 Arterial PCC Pavement Rehabilitation Project - \$78,882.25

### SYNOPSIS:

Staff is recommending approval of a Pay Request to SKOL Trucking, LLC for work performed on the above referenced project.

Pay Estimate #3 - \$78,882.25

A breakdown of the contract status is as follows:

|                    |   |                     |
|--------------------|---|---------------------|
| Contract Amount    | - | \$418,691.00        |
| Paid to Date       | - | <u>\$395,360.75</u> |
| Contract Remaining | - | \$ 23,330.35        |

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

### Attachments:

1. Pay Request #3



# City of Clive

## Payment Invoice

### 2025 ARTERIAL PCC REHABILITATION PROJECT

|                               |                                                       |
|-------------------------------|-------------------------------------------------------|
| <b>Description</b>            | PCC patching on University Ave and Berkshire PKWY     |
| <b>Payment Number</b>         | 3                                                     |
| <b>Pay Period</b>             | 08/16/2025 to 09/09/2025                              |
| <b>Approval Date</b>          | 09/25/2025                                            |
| <b>Prime Contractor</b>       | Skol Trucking<br>5421 NW Beaver<br>Johnston, IA 50131 |
| <b>Payment Status</b>         | Pending                                               |
| <b>Awarded Project Amount</b> | \$418,691.00                                          |
| <b>Authorized Amount</b>      | \$418,691.00                                          |

| Line Number                    | Item         | Unit | Current Paid Quantity | Unit Price   | Amount             |
|--------------------------------|--------------|------|-----------------------|--------------|--------------------|
| <b>Section: 1 Description</b>  |              |      |                       |              |                    |
| 0010                           | 25-031       | SY   | 422.100               | \$139.000    | \$58,671.90        |
| PATCH, FULL DEPTH REPAIR       |              |      |                       |              |                    |
| 0020                           | 25-027       | Ton  | 185.000               | \$40.000     | \$7,400.00         |
| SUBGRADE REPAIR                |              |      |                       |              |                    |
| 0040                           | 2435-0600120 | EACH | 1.000                 | \$2,000.000  | \$2,000.00         |
| INTAKE ADJUSTMENT, MAJOR       |              |      |                       |              |                    |
| 0090                           | 25-017       | LS   | 0.250                 | \$38,000.000 | \$9,500.00         |
| TEMPORARY TRAFFIC CONTROL      |              |      |                       |              |                    |
| 0100                           | 25-029       | Each | 0.000                 | \$75.000     | \$0.00             |
| PORTABLE DYNAMIC MESSAGE SIGNS |              |      |                       |              |                    |
| 0150                           | 25-032       | Each | 0.750                 | \$5,000.000  | \$3,750.00         |
| <b>Project Total:</b>          |              |      |                       |              | <b>\$81,321.90</b> |

| Line Number | Item                   | Unit | Current Paid Quantity | Unit Price     | Amount      |
|-------------|------------------------|------|-----------------------|----------------|-------------|
|             | SEED, FERTILIZE, MULCH |      |                       |                |             |
|             |                        |      |                       | Section Total: | \$81,321.90 |
|             |                        |      |                       | Project Total: | \$81,321.90 |

### Summary

|                                |              |                                |              |
|--------------------------------|--------------|--------------------------------|--------------|
| Current Approved Work:         | \$81,321.90  | Approved Work To Date:         | \$407,588.40 |
| Current Stockpile Advancement: | \$0.00       | Stockpile Advancement To Date: | \$0.00       |
| Current Stockpile Recovery:    | \$0.00       | Stockpile Recovery To Date:    | \$0.00       |
| Current Retainage:             | \$2,439.65   | Retainage To Date:             | \$12,227.65  |
| 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:               | \$78,882.25  | Payments To Date:              | \$395,360.75 |
| Previous Payment:              | \$279,190.73 | Previous Payments To Date:     | \$316,478.50 |

|                                |      |
|--------------------------------|------|
| Mayor, City of Clive           | Date |
| Project Engineer, Jim Hagelie  | Date |
| Field Engineer, Nolan Daft     | Date |
| Contractor, SKOL Trucking, LLC | Date |



## Memo

**TO:** Mayor and Council members

**FROM:** Jim Hagelie, Engineering Services Administrator

**DATE:** September 25, 2025

**RE:** Approve Pay Request #3 - Howrey Construction, Inc. - Little Walnut Creek Trail Reconstruction East of Alice's Road - \$258,944.49

### SYNOPSIS:

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

Pay Estimate #3 - \$258,944.49

A breakdown of the contract status is as follows:

|                    |   |                     |
|--------------------|---|---------------------|
| Contract Amount    | - | \$807,787.50        |
| Paid to Date       | - | <u>\$631,761.56</u> |
| Contract Remaining | - | \$176,025.94        |

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

### Attachments:

1. Pay Request #3



# City of Clive

## Payment Invoice

### Little Walnut Creek Trail Reconstruction

|                               |                                                                |
|-------------------------------|----------------------------------------------------------------|
| <b>Description</b>            | Little Walnut Creek Trail Reconstruction, East of Alice's Road |
| <b>Payment Number</b>         | 3                                                              |
| <b>Pay Period</b>             | 08/17/2025 to 09/13/2025                                       |
| <b>Approval Date</b>          | 09/25/2025                                                     |
| <b>Prime Contractor</b>       | Howrey Construction<br>PO Box 385<br>Bondurant, IA 50035       |
| <b>Payment Status</b>         | Pending                                                        |
| <b>Awarded Project Amount</b> | \$807,787.50                                                   |
| <b>Authorized Amount</b>      | \$807,787.50                                                   |

| Line Number                            | Item   | Unit | Current Paid Quantity | Unit Price  | Amount       |
|----------------------------------------|--------|------|-----------------------|-------------|--------------|
| <b>Section: 1 Description</b>          |        |      |                       |             |              |
| 0030                                   | 25-003 | CY   | 2,000.000             | \$10.500    | \$21,000.00  |
| Topsoil, On Site                       |        |      |                       |             |              |
| 0040                                   | 25-004 | CY   | 300.000               | \$106.000   | \$31,800.00  |
| Topsoil, Compost Amended               |        |      |                       |             |              |
| 0290                                   | 25-029 | EACH | 11.000                | \$1,000.000 | \$11,000.00  |
| Manhole Adjustment, Minor              |        |      |                       |             |              |
| 0330                                   | 25-033 | SY   | 4,757.700             | \$40.400    | \$192,211.08 |
| Shared Use Path, PCC, 6" (ALT#2)       |        |      |                       |             |              |
| 0340                                   | 25-034 | SY   | -325.000              | \$3.000     | -\$975.00    |
| Special Subgrade Prep, Shared use Path |        |      |                       |             |              |
| 0370                                   | 25-037 | LS   | 0.500                 | \$3,000.000 | \$1,500.00   |
| <b>Project Total: \$266,953.08</b>     |        |      |                       |             |              |

| Line Number                     | Item   | Unit | Current Paid Quantity | Unit Price   | Amount                             |
|---------------------------------|--------|------|-----------------------|--------------|------------------------------------|
| Temporary Traffic Control       |        |      |                       |              |                                    |
| 0390                            | 25-039 | LS   | 0.250                 | \$2,500.000  | \$625.00                           |
| SWIPP Management                |        |      |                       |              |                                    |
| 0400                            | 25-040 | LF   | 240.000               | \$2.250      | \$540.00                           |
| Filter Sock, 12"                |        |      |                       |              |                                    |
| 0420                            | 25-042 | LF   | 1,902.000             | \$1.500      | \$2,853.00                         |
| Silt Fence                      |        |      |                       |              |                                    |
| 0430                            | 25-043 | LF   | 100.000               | \$0.100      | \$10.00                            |
| Silt Fence, Removal of Sediment |        |      |                       |              |                                    |
| 0440                            | 25-044 | LF   | 140.000               | \$0.100      | \$14.00                            |
| Silt Fence, Removal of Device   |        |      |                       |              |                                    |
| 0500                            | 25-050 | LS   | 0.250                 | \$16,500.000 | \$4,125.00                         |
| Construction Survey             |        |      |                       |              |                                    |
| 0520                            | 25-052 | LS   | 1.000                 | \$2,250.000  | \$2,250.00                         |
| Concrete Washout                |        |      |                       |              |                                    |
|                                 |        |      |                       |              | <b>Section Total: \$266,953.08</b> |
|                                 |        |      |                       |              | <b>Project Total: \$266,953.08</b> |

## Summary

|                                |              |                                |              |
|--------------------------------|--------------|--------------------------------|--------------|
| Current Approved Work:         | \$266,953.08 | Approved Work To Date:         | \$651,300.58 |
| Current Stockpile Advancement: | \$0.00       | Stockpile Advancement To Date: | \$0.00       |
| Current Stockpile Recovery:    | \$0.00       | Stockpile Recovery To Date:    | \$0.00       |
| Current Retainage:             | \$8,008.59   | Retainage To Date:             | \$19,539.02  |
| 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:               | \$258,944.49 | Payments To Date:              | \$631,761.56 |
| Previous Payment:              | \$152,311.04 | Previous Payments To Date:     | \$372,817.07 |

---

**Mayor, City of Clive**

**Date**

---

**Project Engineer, Jim Hagelie**

**Date**

---

**Field Engineer, Tony Clemenson**

**Date**

---

**Contractor, Howrey Construction.**

**Date**





## Memo

**TO:** Mayor and Council members

**FROM:** Jim Hagelie, Engineering Services Administrator

**DATE:** September 25, 2025

**RE:** Approve Pay Request #6 - Des Moines Asphalt and Paving - Country Club Boulevard HMA Pavement Rehabilitation Project - \$6,032.50

### SYNOPSIS:

Staff is recommending approval of a Pay Request to Des Moines Asphalt and Paving for work performed on the above referenced project.

Pay Estimate #6 - \$6,032.50

A breakdown of the contract status is as follows:

|                    |   |                     |
|--------------------|---|---------------------|
| Contract Amount    | - | \$629,343.54        |
| Paid to Date       | - | <u>\$596,022.20</u> |
| Contract Remaining | - | \$ 33,321.34        |

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

### Attachments:

1. Pay Request #6



# City of Clive

## Payment Invoice

Country Club BLVD HMA Pavement Rehabilitation

|                               |                                                                                         |
|-------------------------------|-----------------------------------------------------------------------------------------|
| <b>Description</b>            | Full depth PCC patching and HMA overlay                                                 |
| <b>Payment Number</b>         | 6                                                                                       |
| <b>Pay Period</b>             | 08/15/2025 to 09/09/2025                                                                |
| <b>Approval Date</b>          | 09/25/2025                                                                              |
| <b>Prime Contractor</b>       | Des Moines Asphalt and Paving<br>5550 NE 22nd St. , PO BOX 3365<br>Des Moines, IA 50316 |
| <b>Payment Status</b>         | Pending                                                                                 |
| <b>Awarded Project Amount</b> | \$626,036.25                                                                            |
| <b>Authorized Amount</b>      | \$629,343.54                                                                            |

| Line Number                                          | Item   | Unit | Current Paid Quantity | Unit Price  | Amount                           |
|------------------------------------------------------|--------|------|-----------------------|-------------|----------------------------------|
| <b>Section: 1 Description</b>                        |        |      |                       |             |                                  |
| 0210                                                 | 25-018 | LS   | 1.000                 | \$6,350.000 | \$6,350.00                       |
| HYDRAULIC SEEDING, SEEDING,FERTILIZING, AND MULCHING |        |      |                       |             |                                  |
|                                                      |        |      |                       |             | <b>Section Total: \$6,350.00</b> |
|                                                      |        |      |                       |             | <b>Project Total: \$6,350.00</b> |

Summary

|                                |             |                                |              |
|--------------------------------|-------------|--------------------------------|--------------|
| Current Approved Work:         | \$6,350.00  | Approved Work To Date:         | \$627,391.79 |
| Current Stockpile Advancement: | \$0.00      | Stockpile Advancement To Date: | \$0.00       |
| Current Stockpile Recovery:    | \$0.00      | Stockpile Recovery To Date:    | \$0.00       |
| Current Retainage:             | \$317.50    | Retainage To Date:             | \$31,369.59  |
| 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:               | \$6,032.50  | Payments To Date:              | \$596,022.20 |
| Previous Payment:              | \$17,107.83 | Previous Payments To Date:     | \$589,989.70 |

|                      |      |
|----------------------|------|
| Mayor, City of Clive | Date |
|----------------------|------|

|                               |      |
|-------------------------------|------|
| Project Engineer, Jim Hagelie | Date |
|-------------------------------|------|

|                            |      |
|----------------------------|------|
| Field Engineer, Nolan Daft | Date |
|----------------------------|------|

|                                         |      |
|-----------------------------------------|------|
| Contractor, Des Moines Asphalt & Paving | Date |
|-----------------------------------------|------|



## Memo

**TO:** Mayor and Council members

**FROM:** Jeff Lucas, Recreation Manager

**DATE:** September 25, 2025

**RE:** Approve Pay Requests #8 & #9 to RDG - Cirkseena Park CA Services - \$1,637.66

### SYNOPSIS:

Staff is recommending approval of Pay Requests #8 & #9 to RDG for the Construction Services Administration for the Cirkseena Park project.

Original        32,575.  
Contract       00

| Pay Requests   | Amount  | Date Paid |
|----------------|---------|-----------|
| 1              | 7,142.4 | 12/15/20  |
|                | 6       | 23        |
| 2              | 5,872.4 | 1/12/202  |
|                | 1       | 4         |
| 3              | 8,143.4 | 3/18/202  |
|                | 1       | 4         |
| 4              | 4,886.2 | 3/28/202  |
|                | 5       | 4         |
| 5              | 1,635.3 | 4/23/202  |
|                | 5       | 4         |
| 6              | 1,637.6 | 6/25/202  |
|                | 6       | 4         |
| 7              | 1,637.5 | 2/6/2025  |
|                | 5       |           |
| 8              | 651.50  | 9/25/202  |
|                |         | 5         |
| 9              | 986.16  | 9/25/202  |
|                |         | 5         |
| Paid To Date   |         |           |
| +              | 32,592. |           |
| Reimbursements |         |           |

### Attachments:

1. Pay Apps 8 & 9



Remit To:  
RDG Planning & Design  
301 Grand Avenue  
Des Moines, Iowa 50309  
Questions: [invoicing@rdgusa.com](mailto:invoicing@rdgusa.com)

Richard Brown  
City of Clive  
1900 NW 114th Street  
Clive, IA 50325

April 30, 2025  
Project No: R3004.401.01  
Invoice No: 59820

Project R3004.401.01 City of Clive - Shadow Creek Landing - CA Services

**Professional Services through April 30, 2025**

**Fee**

| Billing Phase      | Fee       | Billed % | Earned    | Prior Fee | Current Fee |          |
|--------------------|-----------|----------|-----------|-----------|-------------|----------|
| Fee                | 32,575.00 | 97.00    | 31,597.75 | 30,946.25 | 651.50      |          |
| Total Fee          | 32,575.00 |          | 31,597.75 | 30,946.25 | 651.50      |          |
| Total Fee          |           |          |           |           |             | 651.50   |
| Total this Invoice |           |          |           |           |             | \$651.50 |



Richard Brown  
City of Clive  
1900 NW 114th Street  
Clive, IA 50325

July 31, 2025  
Project No: R3004.401.01  
Invoice No: 60690

Project R3004.401.01 City of Clive - Shadow Creek Landing - CA Services  
**Professional Services through July 31, 2025**  
**Fee**

| Billing Phase    | Fee       | Billed % | Earned    | Prior Fee | Current Fee |               |
|------------------|-----------|----------|-----------|-----------|-------------|---------------|
| Fee              | 32,575.00 | 100.00   | 32,575.00 | 31,597.75 | 977.25      |               |
| Total Fee        | 32,575.00 |          | 32,575.00 | 31,597.75 | 977.25      |               |
| <b>Total Fee</b> |           |          |           |           |             | <b>977.25</b> |

**Reimbursable Expenses**

|                            |  |  |  |  |             |                 |
|----------------------------|--|--|--|--|-------------|-----------------|
| Printing                   |  |  |  |  | 8.91        |                 |
| <b>Total Reimbursables</b> |  |  |  |  | <b>8.91</b> | <b>8.91</b>     |
| <b>Total this Invoice</b>  |  |  |  |  |             | <b>\$986.16</b> |

**Outstanding Invoices**

| Number       | Date      | Balance       |
|--------------|-----------|---------------|
| 59820        | 4/30/2025 | 651.50        |
| <b>Total</b> |           | <b>651.50</b> |





## Memo

**TO:** Mayor and Council members

**FROM:** Matt McQuillen, City Manager

**DATE:** September 25, 2025

**RE:** Approve Pay Request #9 - DCI Group - City Hall-Library Phase 1 Remodel Project - \$12,273.60

### SYNOPSIS:

Staff recommends approval of Pay Request #9 to DCI Group for construction management services completed to date for phase 1 of the City Hall/Library Remodel Project. All work areas are complete with final punch-list items now being addressed.

### Construction Management Services (Fee and Staff Costs)

|                           |                     |                              |
|---------------------------|---------------------|------------------------------|
| Estimated Contract Amount | \$ 194,947.10       | (Contract Approved 12/12/24) |
| Pay Request #1            | \$ 21,226.73        | Approved 2-6-25              |
| Pay Request #2            | \$ 21,786.73        | Approved 2-27-25             |
| Pay Request #3            | \$ 20,106.73        | Approved 3-27-25             |
| Pay Request #4            | \$ 20,666.73        | Approved 4-24-25             |
| Pay Request #5            | \$ 21,226.73        | Approved 5-22-25             |
| Pay Request #6            | \$ 21,226.73        | Approved 6-24-25             |
| Pay Request #7            | \$ 20,666.73        | Approved 7-24-25             |
| Pay Request #8            | \$ 12,880.00        | Approved 8-28-25             |
| <b>Pay Request #9</b>     | <b>\$ 11,760.00</b> |                              |
| Balance Remaining         | \$ 23,400.00        |                              |

### General Conditions/Reimbursements

|                           |                  |                              |
|---------------------------|------------------|------------------------------|
| Estimated Contract Amount | \$ 53,926.53     | (Contract Approved 12/12/24) |
| Pay Request #1            | \$ 7,434.28      | Approved 2-6-25              |
| Pay Request #2            | \$ 17,010.45     | Approved 2-27-25             |
| Pay Request #3            | \$ 2,564.38      | Approved 3-27-25             |
| Pay Request #4            | \$ 2,627.79      | Approved 4-24-25             |
| Pay Request #5            | \$ 2,106.81      | Approved 5-22-25             |
| Pay Request #6            | \$ 2,729.45      | Approved 6-24-25             |
| Pay Request #7            | \$ 2,199.33      | Approved 7-24-25             |
| Pay Request #8            | \$ 799.06        | Approved 8-28-25             |
| <b>Pay Request #9</b>     | <b>\$ 513.60</b> |                              |
| Balance Remaining         | \$ 18,569.17     |                              |

**Total – Pay Request #9** **\$ 12,273.60**

Acct # 350-5750-6407

### Attachments:

1. DCI Invoice 9 - CH-Lib Phase 1 CMA 9-25-25





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

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

## INVOICE # 15

Date: 8/31/2025  
Invoice #: 23-048-15

**CM Services performed:**  
Clive City Hall Renovation

**Period Completed:**  
August 2025

| Vendor:    | Description           | Amount              |
|------------|-----------------------|---------------------|
| DCI Group  | Construction          | \$ 11,760.00        |
| DCI Group  | Fee                   | \$ -                |
| DCI Group  | Project Reimbursables | \$ 513.60           |
| TOTAL DUE: |                       | <u>\$ 12,273.60</u> |

By: \_\_\_\_\_

Date: \_\_\_\_\_

|                            |                 |         |               |                |              |                     |                   |
|----------------------------|-----------------|---------|---------------|----------------|--------------|---------------------|-------------------|
| DCI GROUP                  |                 |         |               |                |              | App # : 15          |                   |
|                            |                 |         |               |                |              | App Date: August-25 |                   |
|                            |                 |         |               |                |              |                     |                   |
| Description of Work        | Scheduled Value | Changes | Revised Value | WORK COMPLETED |              | Total Completed     | Balance Remaining |
|                            |                 |         |               | Previous       | This Period  |                     |                   |
| Clive City Hall Renovation |                 |         |               |                |              |                     |                   |
| Preconstruction            | \$ 37,112.00    | \$ -    | \$ 37,112     | \$ 37,112.00   | \$ -         | \$ 37,112.00        | \$ -              |
| Construction - Staff       | \$ 132,600.00   | \$ -    | \$ 132,600    | \$ 97,440.00   | \$ 11,760.00 | \$ 109,200.00       | \$ 23,400.00      |
| CM Fee                     | \$ 62,347.10    | \$ -    | \$ 62,347     | \$ 62,347.10   | \$ -         | \$ 62,347.10        | \$ -              |
| Reimbursables              | \$ 59,426.53    | \$ -    | \$ 59,427     | \$ 37,471.57   | \$ 513.60    | \$ 37,985.17        | \$ -              |
| TOTAL                      | \$ 291,485.63   | \$ -    | \$ 291,485.63 | \$ 234,370.67  | \$ 12,273.60 | \$ 246,644.27       | \$ 23,400.00      |

| Clive City Hall Renovation |             |          |          |             |       |         |      |          |           |
|----------------------------|-------------|----------|----------|-------------|-------|---------|------|----------|-----------|
| Construction               |             |          |          |             |       |         |      |          |           |
| Personnel                  | Hourly Rate | Contract | Previous | This Period | Total | Balance | Cost |          |           |
| Project Executive          | \$ 150.00   | 156      | 139      | 17          | 156   | 0       | \$   | 2,550.00 |           |
| Project Manager            | \$ 110.00   | 390      | 348      | 42          | 390   | 0       | \$   | 4,620.00 |           |
| Project Engineer           | \$ 85.00    | 780      | 696      | 84          | 780   | 0       | \$   | 7,140.00 |           |
|                            |             |          |          |             |       |         |      |          |           |
| Total                      |             |          |          |             |       |         |      | \$       | 11,760.00 |

| Reimbursables         |                  |           |        |        |
|-----------------------|------------------|-----------|--------|--------|
| Vendor                | Description      | Invoice # | Amount |        |
| Morgan Oaks Roll Offs | Waste Management | 21573     | \$     | 513.60 |
|                       |                  |           | \$     | -      |
| Total                 |                  |           | \$     | 513.60 |



## Morgan Oaks Roll-Offs

James Bickford  
PO Box 42305  
Urbandale, IA 50323

<http://www.morganoaksrolloffs.com>  
[james@morganoaksrolloffs.com](mailto:james@morganoaksrolloffs.com)

## Invoice #21573

**Bill To:**  
DCI Group  
220 SE 6th Street  
Suite 200  
Des Moines, IA 50309  
Attn: Mike

**Job Site:**  
1900 NW 114th St  
Clive, IA 50325

**Work Order #:** 32462  
**Date:** Aug 7, 2025  
**Due:** Sep 6, 2025  
**Terms:**  
**PO:**

| Date       | Item/Description                                | Qty | Rate   | Amount          |
|------------|-------------------------------------------------|-----|--------|-----------------|
| 8/6        | 30yd - Standard Standard Pricing - 30 In: Jul 7 | 1   | 250.00 | 250.00          |
| 8/6        | Fuel Surcharge-Tier 2 Fuel Surcharge. In: Jul 7 | 1   | 20.00  | 20.00           |
| 8/6        | Landfill Fee Per Ton. Weight: 4.2               | 4.2 | 58.00  | 243.60          |
| Sub Total: |                                                 |     |        | 513.60          |
| Total:     |                                                 |     |        | <b>\$513.60</b> |

## Payments:

| Date                           | Payment ID | Method | Reference | Amount          |
|--------------------------------|------------|--------|-----------|-----------------|
| Open balance ( this invoice ): |            |        |           | <b>\$513.60</b> |

James Bickford  
PO Box 42305  
Urbandale, IA  
50323

<http://www.morganoaksrolloffs.com>  
[james@morganoaksrolloffs.com](mailto:james@morganoaksrolloffs.com)

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[Roll-Off Container Tracking](#) powered by Cairn Applications, LLC



## Memo

**TO:** Mayor and Council members

**FROM:** Jeff Lucas, Recreation Manager

**DATE:** September 25, 2025

**RE:** Approve Pay Request #9 - Corell Contractor - Cirksena Park Construction - \$78,264.19

### SYNOPSIS:

Staff recommends approval of pay application #9 for Cirksena Park construction, including erosion control, seeding, and plants.

Original 879,200.2

Contract 0

Change

Orders

1 1,598.00

2 1,800.00

3 10,260.80

Revised 892,859.0

Total 0

Contract

Pay

Requests

1 368,103.4

8

2 114,068.2

6

3 104,652.9

5

4 38,379.05

5 25,840.00

6 133,739.1

0

7 6,382.10

8 14,501.28

9 78,264.19

Paid To 883,930.4

Date 1

Contract 8,928.59

Remainin

g +

Retainag

e

Attachments:

1. Pay Request #9



# APPLICATION AND CERTIFICATE FOR PAYMENT

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

FROM: Correll Contractor, Inc.  
1300 Lincoln Street  
West Des Moines, IA 50265

PROJECT: PROJECT NO: 2701

VIA: ARCHITECTS  
PERIOD TO: 08/09/25

CONTRACT FOR: CONTRACT DATE 07/14/23

## CONTRACTOR'S APPLICATION FOR PAYMENT

| CHANGE ORDER SUMMARY                               |               |             |
|----------------------------------------------------|---------------|-------------|
| Change Orders approved in previous months by Owner | ADDITIONS     | DEDUCTIONS  |
| TOTAL                                              | \$13,658.80   |             |
| Approved this Month                                |               |             |
| Number                                             | Date Approved |             |
|                                                    |               |             |
|                                                    |               |             |
| TOTALS                                             | \$13,658.80   | \$0.00      |
| Net change by Change Orders                        |               | \$13,658.80 |

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

Contractor:

By:  Date: 8/7/25

## 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 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.

AIA DOCUMENT G702

Clarksena Park Project  
3575 Westgate Parkway  
Clive, IA

APPLICATION NO: 9

PERIOD TO: 08/09/25

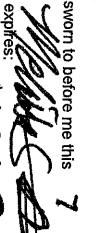
ARCHITECTS  
PROJECT NO: 2701

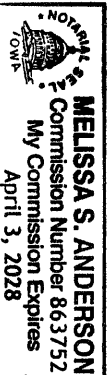
CONTRACT DATE 07/14/23

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

1. ORIGINAL CONTRACT SUM ..... \$879,200.20
2. Net change by Change Orders ..... \$13,658.80
3. CONTRACT SUM TO DATE ..... (line 1 - 2) ..... \$892,859.00
4. TOTAL COMPLETED & STORED TO DATE .... \$892,859.00  
(Column G on G703)
5. RETAINAGE:
  - a. 1% of Completed Work ..... \$8,928.59  
(Column D + E on G703)
  - b. 0% of Stored Material ..... \$0.00  
(Column F on G703)

Total Retainage (Line 5a + 5b or Total in Column I of G703) ..... \$8,928.59
6. TOTAL EARNED LESS RETAINAGE ..... \$883,930.41  
(Line 4 less Line 5 Total)
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT  
(Line 6 from prior Certificate) ..... \$805,666.22
8. CURRENT PAYMENT DUE ..... \$78,264.19
9. BALANCE TO FINISH, PLUS RETAINAGE .... \$8,928.59  
(Line 3 less Line 6)

State of: Iowa County of: Polk  
Subscribed and sworn to before me this 7 day of August, 2025  
Notary Public:   
My Commission expires: 4/3/28



AMOUNT CERTIFIED ..... \$

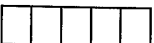
(Attach explanation if amount certified differs from the amount applied for.)  
ARCHITECT:

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.

PAGE ONE OF 2 PAGES

Distribution to:  
OWNER  
ARCHITECT  
CONTRACTOR





# CONTINUATION SHEET

AIA DOCUMENT G703

PAGE 2 OF 2 PAGES

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

APPLICATION NO: 9  
APPLICATION DATE: 08/07/25  
PERIOD TO: 08/09/25  
ARCHITECT'S PROJECT NO: 2701

| A        | B                                                          | C               | D                               |                | E           | F                                          | G                                |         | H                         | I                            |
|----------|------------------------------------------------------------|-----------------|---------------------------------|----------------|-------------|--------------------------------------------|----------------------------------|---------|---------------------------|------------------------------|
| ITEM NO. | DESCRIPTION OF WORK                                        | SCHEDULED VALUE | FROM PREVIOUS APPLICATION (D+E) | WORK COMPLETED | THIS PERIOD | MATERIALS PRESENTLY STORED (NOT IN D OR E) | TOTAL AND STORED TO DATE (D+E+F) | % (G/C) | BALANCE TO FINISH (C - G) | RETAINAGE (IF VARIABLE RATE) |
| 1-5      | <b>Base Bid</b>                                            | 141,297.00      | 141,297.00                      |                |             |                                            | 141,297.00                       | 100%    | 0.00                      |                              |
| 6-23     | earthwork                                                  | 96,421.00       | 96,421.00                       |                |             |                                            | 96,421.00                        | 100%    | 0.00                      |                              |
| 24-27    | storm sewer paving                                         | 104,115.00      | 104,115.00                      |                |             |                                            | 104,115.00                       | 100%    | 0.00                      |                              |
| 28-33    | seeding                                                    | 62,307.50       | 31,330.00                       |                | 30,977.50   |                                            | 62,307.50                        | 100%    | 0.00                      |                              |
| 34-39    | plants                                                     | 45,910.00       | 43,845.00                       |                | 2,065.00    |                                            | 45,910.00                        | 100%    | 0.00                      |                              |
| 40-42    | bioretention                                               | 76,427.00       | 76,427.00                       |                |             |                                            | 76,427.00                        | 100%    | 0.00                      |                              |
| 43-59    | erosion control                                            | 92,904.50       | 81,157.70                       |                | 11,746.80   |                                            | 92,904.50                        | 100%    | 0.00                      |                              |
| 60       | construction survey                                        | 6,825.00        | 6,825.00                        |                |             |                                            | 6,825.00                         | 100%    | 0.00                      |                              |
| 61-62    | mobilization                                               | 28,420.70       | 28,420.70                       |                |             |                                            | 28,420.70                        | 100%    | 0.00                      |                              |
| 63-66    | play features                                              | 23,400.00       | 23,400.00                       |                |             |                                            | 23,400.00                        | 100%    | 0.00                      |                              |
| 67       | playground surface -base bid                               | 18,850.30       | 18,850.30                       |                |             |                                            | 18,850.30                        | 100%    | 0.00                      |                              |
| 68       | shade structure                                            | 40,000.00       | 40,000.00                       |                |             |                                            | 40,000.00                        | 100%    | 0.00                      |                              |
| 69-73    | park features                                              | 63,074.00       | 63,074.00                       |                |             |                                            | 63,074.00                        | 100%    | 0.00                      |                              |
| ALT 2    | playground surface - alternate 2                           | 79,248.20       | 79,248.20                       |                |             |                                            | 79,248.20                        | 100%    | 0.00                      |                              |
| CO 1.1   | construction survey - add control setup w/ new coordinates | 800.00          | 800.00                          |                |             |                                            | 800.00                           | 100%    | 0.00                      |                              |
| CO 2.1   | class e rip rap - add to exist outlet (s end of forebay)   | 798.00          | 798.00                          |                |             |                                            | 798.00                           | 100%    | 0.00                      |                              |
| CO 2.2   | remove & reset notched posts per onsite meeting            | 1,800.00        | 1,800.00                        |                |             |                                            | 1,800.00                         | 100%    | 0.00                      |                              |
| CO 3     | add sod - field area & both sides of sidewalk              | 10,260.80       | 10,260.80                       |                |             |                                            | 10,260.80                        | 100%    | 0.00                      |                              |
|          |                                                            | 892,859.00      | 848,069.70                      |                | 44,789.30   | 0.00                                       | 892,859.00                       |         | 0.00                      |                              |



## Memo

**TO:** Mayor and Council members

**FROM:** Jeff Thielen, Parks Manager

**DATE:** September 25, 2025

**RE:** Approve Pay Request # 10 - Greenbelt Management Study Phase 2 -  
RES - \$2,690.00

### SYNOPSIS:

Staff is recommending approval of pay request #10 to Resource Environmental Solutions for the work completed to date on the Greenbelt Management Study Phase 2 — \$2690.00.

#### Contract Breakdown:

Total contract amount — \$54,102.00.

Pay Request # 1: \$13,760.00.

Pay Request # 2: \$1,977.50.

Pay Request # 3: \$2,402.50.

Pay Request # 4: \$1,710.00.

Pay Request # 5: \$2,776.50

Pay Request # 6: \$8,265.00

Pay Request # 7: \$11,088.50

Pay Request # 8: \$1,180.00

Pay Request # 9: \$2,110.00

Pay Request #10: \$2,690.00

Paid to Date: \$47,960.00

Contract Remaining: \$6142.00

#### Attachments:

1. Pay Request #10 Greenbelt Mgmt Study Phase #2



RES Great Lakes, LLC, a company of  
Resource Environmental Solutions, LLC  
6575 West Loop South Suite 300  
Bellaire TX 77401 United States  
P: (225) 372-6108

# Invoice

#IN56588

August 08, 2025

**Bill To**

City of Clive  
1900 NW 114 Street  
Clive IA 50325  
United States

**Amount Due:**

**\$2,690.00**

**Project**

PRJ107502 Clive Greenbelt Management Phase 2

**Project Manager**

Ben Staehlin ([bstaehtlin@res.us](mailto:bstaehtlin@res.us))

**Billing Period**

Jul 2025

**PO #****Attn**

Jeff Thielen

**Delivery Email**

[jthielen@cityofclive.com](mailto:jthielen@cityofclive.com)

**Comment**

Invoices are to be sent via email to Jeff Thielen

**Task: Develop Implementation Scenarios and OPCs**

|                         | Hours        | Rate   | Amount            |
|-------------------------|--------------|--------|-------------------|
| <b>Ecologist IV</b>     |              |        |                   |
| Doug Mensing            | 4.50         | 170.00 | 765.00            |
| <b>Regional Manager</b> |              |        |                   |
| Bill Stoll              | 0.50         | 250.00 | 125.00            |
| <b>Ecologist II</b>     |              |        |                   |
| Ben Staehlin            | 20.00        | 90.00  | 1,800.00          |
| <b>Total Labor</b>      | <b>25.00</b> |        | <b>2,690.00</b>   |
| <b>Total this Task</b>  |              |        | <b>\$2,690.00</b> |

**Invoice Total**

**\$2,690.00**

**Remit Address**

**All checks should be mailed to:**  
RES Great Lakes, LLC  
6575 West Loop South Suite 300  
Bellaire, TX 77401

**Questions**

**Contact —** [receivables@res.us](mailto:receivables@res.us)

- Banking information for ACH payments
- Send all payment remittance advice
- W9
- Past due invoice copies

**Contact —** [bstaehtlin@res.us](mailto:bstaehtlin@res.us)

- COI Requests
- Project related questions or concerns



IN56588

APPROVED FOR PAYMENT

BY *[Signature]*

DATE 9/17/25

ACCT # 375-5750-6407

ITEM Greenbelt Management Plan  
Phase # 2 Pay Request # 10

1 of 1



## Memo

**TO:** Mayor and Council members

**FROM:** Rai Tokuhisa, Water Resource Engineer

**DATE:** September 25, 2025

**RE:** Approve Pay Request #13 - Stantec Consulting Services - Little Walnut Creek Restoration and Trail Construction - \$33,385.00

### SYNOPSIS:

Please see attached memo.

### Attachments:

1. LWC\_Stantec\_Ph2\_Invoice # 13\_20250326
2. LWC\_Stantec\_Ph2\_Invoice # 13\_20250326\_Memo

|                 |                |
|-----------------|----------------|
| Invoice Number  | 2373081        |
| Invoice Date    | March 26, 2025 |
| Purchase Order  | --             |
| Customer Number | 142965         |
| Project Number  | 193806064      |

**Bill To**

City of Clive, IA  
Accounts Payable  
2123 NW 11th Street  
Clive IA 50325  
United States

**Please Remit To**

Stantec Consulting Services  
Inc. (SCSI)  
13980 Collections Center Drive  
Chicago IL 60693  
United States

|                |                                                                             |                        |                          |
|----------------|-----------------------------------------------------------------------------|------------------------|--------------------------|
| <b>Project</b> | <b>Clive Little Walnut Creek Restoration and Trail Construction Phase 2</b> |                        |                          |
|                | Project Manager                                                             | Schlegel, Kellie Marie | Contract Upset           |
|                | Current Invoice Total (USD)                                                 | 33,385.00              | Contract Billed to Date  |
|                |                                                                             |                        | For Period Ending        |
|                |                                                                             |                        | <b>February 28, 2025</b> |

|                 |            |                           |
|-----------------|------------|---------------------------|
| <b>Top Task</b> | <b>200</b> | <b>Project Management</b> |
| <b>Low Task</b> | <b>200</b> | <b>Project Management</b> |

**Professional Services**

| Category/Employee                     | Current Hours | Rate   | Current Amount  |
|---------------------------------------|---------------|--------|-----------------|
| Chapman, Debra J (Debbie)             | 3.75          | 155.00 | 581.25          |
| Harding, Sarah Ellen                  | 1.75          | 176.00 | 308.00          |
| Stanley, William L (Will)             | 7.00          | 176.00 | 1,232.00        |
| Schlegel, Kellie Marie                | 5.00          | 189.00 | 945.00          |
| <b>Subtotal Professional Services</b> | <b>17.50</b>  |        | <b>3,066.25</b> |

|                   |                           |          |
|-------------------|---------------------------|----------|
| Low Task Subtotal | <b>Project Management</b> | 3,066.25 |
|-------------------|---------------------------|----------|

|                   |                           |          |
|-------------------|---------------------------|----------|
| Top Task Subtotal | <b>Project Management</b> | 3,066.25 |
|-------------------|---------------------------|----------|

|                 |            |                                                  |
|-----------------|------------|--------------------------------------------------|
| <b>Top Task</b> | <b>202</b> | <b>Streambank Stabilization East: \$4,931.00</b> |
| <b>Low Task</b> | <b>202</b> | <b>Streambank Stabilization West: \$43.00</b>    |

**Professional Services**

| Category/Employee                     | Current Hours | Rate   | Current Amount  |
|---------------------------------------|---------------|--------|-----------------|
| Jaros, Chris L                        | 1.25          | 172.00 | 215.00          |
| Uhl III, John N (Nick)                | 0.25          | 172.00 | 43.00           |
| Sendelbach, Michael A                 | 18.25         | 176.00 | 3,212.00        |
| Stanley, William L (Will)             | 4.25          | 176.00 | 748.00          |
| Brais, Anthony Oliver                 | 4.00          | 189.00 | 756.00          |
| <b>Subtotal Professional Services</b> | <b>28.00</b>  |        | <b>4,974.00</b> |

|                   |                                 |          |
|-------------------|---------------------------------|----------|
| Low Task Subtotal | <b>Streambank Stabilization</b> | 4,974.00 |
|-------------------|---------------------------------|----------|

|                 |                |
|-----------------|----------------|
| Invoice Number  | 2373081        |
| Invoice Date    | March 26, 2025 |
| Purchase Order  | --             |
| Customer Number | 142965         |
| Project Number  | 193806064      |

|                   |                          |          |
|-------------------|--------------------------|----------|
| Top Task Subtotal | Streambank Stabilization | 4,974.00 |
|-------------------|--------------------------|----------|

|                 |            |                           |
|-----------------|------------|---------------------------|
| <b>Top Task</b> | <b>203</b> | <b>Mitigation Banking</b> |
|-----------------|------------|---------------------------|

|                 |            |                           |
|-----------------|------------|---------------------------|
| <b>Low Task</b> | <b>203</b> | <b>Mitigation Banking</b> |
|-----------------|------------|---------------------------|

**Professional Services**

| Category/Employee                     | Current Hours | Rate   | Current Amount   |
|---------------------------------------|---------------|--------|------------------|
| Bryant, Brianna Olivia                | 27.25         | 114.00 | 3,106.50         |
| Tichenor, Hayden E                    | 26.25         | 114.00 | 2,992.50         |
| Bunnell, Nolan L                      | 15.75         | 146.00 | 2,299.50         |
| Mottl, Larissa M                      | 0.50          | 163.00 | 81.50            |
| Harris, Abby Irene                    | 7.00          | 172.00 | 1,204.00         |
| Harding, Sarah Ellen                  | 0.75          | 176.00 | 132.00           |
| Stanley, William L (Will)             | 22.00         | 176.00 | 3,872.00         |
| Brais, Anthony Oliver                 | 25.00         | 189.00 | 4,725.00         |
| Schlegel, Kellie Marie                | 2.25          | 189.00 | 425.25           |
| <b>Subtotal Professional Services</b> | <b>126.75</b> |        | <b>18,838.25</b> |

|                   |                    |           |
|-------------------|--------------------|-----------|
| Low Task Subtotal | Mitigation Banking | 18,838.25 |
|-------------------|--------------------|-----------|

|                   |                    |           |
|-------------------|--------------------|-----------|
| Top Task Subtotal | Mitigation Banking | 18,838.25 |
|-------------------|--------------------|-----------|

|                 |            |                                      |
|-----------------|------------|--------------------------------------|
| <b>Top Task</b> | <b>205</b> | <b>Trail Design East: \$1,934.00</b> |
|-----------------|------------|--------------------------------------|

|                 |            |                                      |
|-----------------|------------|--------------------------------------|
| <b>Low Task</b> | <b>205</b> | <b>Trail Design West: \$4,400.50</b> |
|-----------------|------------|--------------------------------------|

**Professional Services**

| Category/Employee                     | Current Hours | Rate   | Current Amount  |
|---------------------------------------|---------------|--------|-----------------|
| Uhl III, John N (Nick)                | 0.50          | 172.00 | 86.00           |
| Bockenstedt, Paul J                   | 2.00          | 176.00 | 352.00          |
| Harding, Sarah Ellen                  | 12.75         | 176.00 | 2,244.00        |
| <b>Subtotal Professional Services</b> | <b>15.25</b>  |        | <b>2,682.00</b> |

**Subconsultants**

|                                |                 |
|--------------------------------|-----------------|
| Jeo Consulting Group           | 3,652.50        |
| <b>Subtotal Subconsultants</b> | <b>3,652.50</b> |

|                   |              |          |
|-------------------|--------------|----------|
| Low Task Subtotal | Trail Design | 6,334.50 |
|-------------------|--------------|----------|

|                   |              |          |
|-------------------|--------------|----------|
| Top Task Subtotal | Trail Design | 6,334.50 |
|-------------------|--------------|----------|

|                 |            |                                                    |
|-----------------|------------|----------------------------------------------------|
| <b>Top Task</b> | <b>207</b> | <b>T7 Construction Observation - SRF WRR22-002</b> |
|-----------------|------------|----------------------------------------------------|

|                 |                |                             |
|-----------------|----------------|-----------------------------|
| <b>Low Task</b> | <b>207.001</b> | <b>Project Coordination</b> |
|-----------------|----------------|-----------------------------|

**Professional Services**

|                 |                |
|-----------------|----------------|
| Invoice Number  | 2373081        |
| Invoice Date    | March 26, 2025 |
| Purchase Order  | --             |
| Customer Number | 142965         |
| Project Number  | 193806064      |

| Category/Employee |                                       | Current<br>Hours | Rate   | Current<br>Amount |
|-------------------|---------------------------------------|------------------|--------|-------------------|
|                   | Uhl III, John N (Nick)                | 1.00             | 172.00 | 172.00            |
|                   | <b>Subtotal Professional Services</b> | <u>1.00</u>      |        | <u>172.00</u>     |

|                   |                                             |                  |
|-------------------|---------------------------------------------|------------------|
| Low Task Subtotal | <b>Project Coordination</b>                 | 172.00           |
| Top Task Subtotal | T7 Construction Observation - SRF WRR22-002 | 172.00           |
|                   | <b>Total Fees &amp; Disbursements</b>       | <u>33,385.00</u> |
|                   | <b>INVOICE TOTAL (USD)</b>                  | <b>33,385.00</b> |

**Net Due in 30 Days or in accordance with terms of the contract**

# Memo

**TO: Honorable Mayor and City Council**  
**FROM: Rai Tokuhisa, Water Resources Engineer**  
**DATE: 25 SEP 2025**  
**RE: Approve Pay Request #13 – Stantec Consulting Services**  
**- Little Walnut Creek Restoration and Trail Construction -**  
**\$33,385.00**



## Clive Community Development Department

Staff recommends approval of Pay Request #13 to Stantec Consulting Services for the work performed on the Little Walnut Creek Restoration and Trail Construction project (Resolution 2023-023, Stantec No. 193806064). Work on this pay request included mitigation banking, trail design, and construction observation.

Pay Request #13 - \$33,385.00

The PSA Status is as follows:

|                                  |                 |
|----------------------------------|-----------------|
| <b>Original Contract Amount</b>  | \$ 671,060.00   |
| Amendment #1:                    | \$ 66,798.00    |
| Amendment #2:                    | \$ 109,005.00   |
| Amendment #3:                    | \$ 209,111.00   |
| Total Approved Agreement Amount: | \$ 1,055,974.00 |

| <b>Item - Council Date</b>                 | <b>Amount</b> |
|--------------------------------------------|---------------|
| Stantec Phase 2 Pay Request #1 3/14/2024   | \$ 71,977.55  |
| Stantec Phase 2 Pay Request #2 3/31/2023   | \$ 41,298.00  |
| Stantec Phase 2 Pay Request #3 4/27/2023   | \$ 176,423.61 |
| Stantec Phase 2 Pay Request #4 9/14/2023   | \$ 133,634.59 |
| Stantec Phase 2 Pay Request #5 12/14/2023  | \$ 4,281.98   |
| Stantec Phase 2 Pay Request #6 12/14/2023  | \$ 24,238.82  |
| Stantec Phase 2 Pay Request #7 2/1/2024    | \$ 30,844.25  |
| Stantec Phase 2 Pay Request #8 2/8/2024    | \$ 6,682.25   |
| Stantec Phase 2 Pay Request #9 7/11/2024   | \$ 104,064.15 |
| Stantec Phase 2 Pay Request #10 2/27/2025  | \$ 199,350.00 |
| Stantec Phase 2 Pay Request # 11 7/10/2025 | \$ 12,736.50  |
| Stantec Phase 2 Pay Request # 12 7/10/2025 | \$ 19,223.50  |
| Stantec Phase 2 Pay Request # 13 9/25/2025 | \$ 33,385.00  |

Paid to date: \$ 824,755.20



## Memo (cont.)

|                                                              |                      |
|--------------------------------------------------------------|----------------------|
| Amount remaining on agreement:                               | \$ 231,218.80        |
| Total requested to date:                                     | \$ 858,140.20        |
| Total amount due this pay request:                           | \$ 33,385.00         |
| <b>Amount remaining on agreement after this pay request:</b> | <b>\$ 197,833.80</b> |

Please feel free to contact me at (515) 223-6231 or [rtokuhisa@cityofclive.com](mailto:rtokuhisa@cityofclive.com) prior to the meeting if you have any questions or concerns.



## Memo

**TO:** Mayor and Council members

**FROM:** Rai Tokuhisa, Water Resource Engineer

**DATE:** September 25, 2025

**RE:** Approve Pay Request #14 - Stantec Consulting Services - Little Walnut Creek Restoration and Trail Construction - \$12,481.25

### **SYNOPSIS:**

Please see attached memo.

### Attachments:

1. LWC\_Stantec\_Ph2\_Invoice # 14\_20250523
2. LWC\_Stantec\_Ph2\_Invoice # 14\_StaffMemo

|                        |              |
|------------------------|--------------|
| <b>Invoice Number</b>  | 2399783      |
| <b>Invoice Date</b>    | May 23, 2025 |
| <b>Purchase Order</b>  | --           |
| <b>Customer Number</b> | 142965       |
| <b>Project Number</b>  | 193806064    |

|                     |                                         |                                |
|---------------------|-----------------------------------------|--------------------------------|
| <b>Bill To</b>      | <b>EFT/ACH Remit To (Preferred)</b>     | <b>Alternative Remit To</b>    |
| City of Clive, IA   | Stantec Consulting Services Inc. (SCSI) | Stantec Consulting Services    |
| Accounts Payable    | Bank of America                         | Inc. (SCSI)                    |
| 2123 NW 11th Street | ABA No. : 111000012                     | 13980 Collections Center Drive |
| Clive IA 50325      | Account No: 3752096026                  | Chicago IL 60693               |
| United States       | Email Remittance: eft@stantec.com       | United States                  |

|                             |                                                                             |                         |                    |
|-----------------------------|-----------------------------------------------------------------------------|-------------------------|--------------------|
| <b>Project</b>              | <b>Clive Little Walnut Creek Restoration and Trail Construction Phase 2</b> |                         |                    |
| Project Manager             | Schlegel, Kellie Marie                                                      | Contract Upset          | 1,052,680.00       |
| Current Invoice Total (USD) | 12,481.25                                                                   | Contract Billed to Date | 894,186.97         |
|                             |                                                                             | For Period Ending       | <b>May 2, 2025</b> |

|                              |                                |                    |        |                |
|------------------------------|--------------------------------|--------------------|--------|----------------|
| Top Task                     | 200                            | Project Management |        |                |
| <u>Professional Services</u> |                                |                    |        |                |
| Category/Employee            |                                | Current Hours      | Rate   | Current Amount |
|                              | Chapman, Debra J (Debbie)      | 1.25               | 155.00 | 193.75         |
|                              | Harris, Abby Irene             | 1.00               | 172.00 | 172.00         |
|                              | Harding, Sarah Ellen           | 0.75               | 176.00 | 132.00         |
|                              | Stanley, William L (Will)      | 0.50               | 176.00 | 88.00          |
|                              | Schlegel, Kellie Marie         | 8.00               | 189.00 | 1,512.00       |
|                              | Subtotal Professional Services | 11.50              |        | 2,097.75       |

|                   |                    |          |
|-------------------|--------------------|----------|
| Top Task Subtotal | Project Management | 2,097.75 |
|-------------------|--------------------|----------|

|                       |                                |                                           |        |                |
|-----------------------|--------------------------------|-------------------------------------------|--------|----------------|
| Top Task              | 202                            | Streambank Stabilization East : \$0.00    |        |                |
| Professional Services |                                | Streambank Stabilization West :\$3,137.50 |        |                |
| Category/Employee     |                                | Current Hours                             | Rate   | Current Amount |
|                       | Belleville, Tess Eliza         | 7.50                                      | 139.00 | 1,042.50       |
|                       | Uhl III, John N (Nick)         | 4.25                                      | 172.00 | 731.00         |
|                       | Ricketts, Jonathan (Jon)       | 6.50                                      | 176.00 | 1,144.00       |
|                       | Sendelbach, Michael A          | 1.25                                      | 176.00 | 220.00         |
|                       | Subtotal Professional Services | 19.50                                     |        | 3,137.50       |

|                   |  |          |
|-------------------|--|----------|
| Top Task Subtotal |  | 3,137.50 |
|-------------------|--|----------|

|                       |     |                    |
|-----------------------|-----|--------------------|
| Top Task              | 203 | Mitigation Banking |
| Professional Services |     |                    |

|                 |              |
|-----------------|--------------|
| Invoice Number  | 2399783      |
| Invoice Date    | May 23, 2025 |
| Purchase Order  | --           |
| Customer Number | 142965       |
| Project Number  | 193806064    |

| Category/Employee                     | Current Hours | Rate   | Current Amount |
|---------------------------------------|---------------|--------|----------------|
| Harris, Abby Irene                    | 0.50          | 172.00 | 86.00          |
| Stanley, William L (Will)             | 3.00          | 176.00 | 528.00         |
| <b>Subtotal Professional Services</b> | <u>3.50</u>   |        | <u>614.00</u>  |

|                   |                    |        |
|-------------------|--------------------|--------|
| Top Task Subtotal | Mitigation Banking | 614.00 |
|-------------------|--------------------|--------|

|                              |     |                               |
|------------------------------|-----|-------------------------------|
| Top Task                     | 205 | Trail Design East: \$88.00    |
| <u>Professional Services</u> |     | Trail Design West: \$6,544.00 |

| Category/Employee                     | Current Hours | Rate   | Current Amount |
|---------------------------------------|---------------|--------|----------------|
| Harding, Sarah Ellen                  | 2.00          | 176.00 | 352.00         |
| <b>Subtotal Professional Services</b> | <u>2.00</u>   |        | <u>352.00</u>  |

|                                |  |                 |
|--------------------------------|--|-----------------|
| <b>Subconsultants</b>          |  |                 |
| Jeo Consulting Group           |  | 6,280.00        |
| <b>Subtotal Subconsultants</b> |  | <u>6,280.00</u> |

|                   |          |
|-------------------|----------|
| Top Task Subtotal | 6,632.00 |
|-------------------|----------|

|                                       |                  |
|---------------------------------------|------------------|
| <b>Total Fees &amp; Disbursements</b> | <u>12,481.25</u> |
| <b>INVOICE TOTAL (USD)</b>            | <b>12,481.25</b> |

Net Due in 30 Days or in accordance with terms of the contract

Stantec will not change our banking information. If you receive a request noting our banking information has changed, please contact your Stantec Project Manager

# Memo

**TO: Honorable Mayor and City Council**  
**FROM: Rai Tokuhisa, Water Resources Engineer**  
**DATE: 25 SEP 2025**  
**RE: Approve Pay Request #14 – Stantec Consulting Services**  
**- Little Walnut Creek Restoration and Trail Construction -**  
**\$12,481.25**



## Clive Community Development Department

Staff recommends approval of Pay Request #14 to Stantec Consulting Services for the work performed on the Little Walnut Creek Restoration and Trail Construction project (Resolution 2023-023, Stantec No. 193806064). Work on this pay request included mitigation banking, trail design, and construction observation.

Pay Request #14 - \$12,481.25

The PSA Status is as follows:

|                                  |                 |
|----------------------------------|-----------------|
| <b>Original Contract Amount</b>  | \$ 671,060.00   |
| Amendment #1:                    | \$ 66,798.00    |
| Amendment #2:                    | \$ 109,005.00   |
| Amendment #3:                    | \$ 209,111.00   |
| Total Approved Agreement Amount: | \$ 1,055,974.00 |

| <b>Item - Council Date</b>                 | <b>Amount</b> |
|--------------------------------------------|---------------|
| Stantec Phase 2 Pay Request #1 3/14/2024   | \$ 71,977.55  |
| Stantec Phase 2 Pay Request #2 3/31/2023   | \$ 41,298.00  |
| Stantec Phase 2 Pay Request #3 4/27/2023   | \$ 176,423.61 |
| Stantec Phase 2 Pay Request #4 9/14/2023   | \$ 133,634.59 |
| Stantec Phase 2 Pay Request #5 12/14/2023  | \$ 4,281.98   |
| Stantec Phase 2 Pay Request #6 12/14/2023  | \$ 24,238.82  |
| Stantec Phase 2 Pay Request #7 2/1/2024    | \$ 30,844.25  |
| Stantec Phase 2 Pay Request #8 2/8/2024    | \$ 6,682.25   |
| Stantec Phase 2 Pay Request #9 7/11/2024   | \$ 104,064.15 |
| Stantec Phase 2 Pay Request #10 2/27/2025  | \$ 199,350.00 |
| Stantec Phase 2 Pay Request # 11 7/10/2025 | \$ 12,736.50  |
| Stantec Phase 2 Pay Request # 12 7/10/2025 | \$ 19,223.50  |
| Stantec Phase 2 Pay Request # 13 9/25/2025 | \$ 33,385.00  |
| Stantec Phase 2 Pay Request # 14 9/25/2025 | \$ 12,481.25  |

## Memo (cont.)

|                                                              |                      |
|--------------------------------------------------------------|----------------------|
| Paid to date:                                                | \$ 824,755.20        |
| Amount remaining on agreement:                               | \$ 231,218.80        |
| Total requested to date:                                     | \$ 870,621.45        |
| Total amount due this pay request:                           | \$ 45,866.25         |
| <b>Amount remaining on agreement after this pay request:</b> | <b>\$ 185,352.55</b> |

Please feel free to contact me at (515) 223-6231 or [rtokuhisa@cityofclive.com](mailto:rtokuhisa@cityofclive.com) prior to the meeting if you have any questions or concerns.



## Memo

**TO:** Mayor and Council members

**FROM:** Rai Tokuhisa, Water Resource Engineer

**DATE:** September 25, 2025

**RE:** Approve Pay Request #15 - Stantec Consulting Services - Little Walnut Creek Restoration and Trail Construction - \$37,334.25

### **SYNOPSIS:**

Please see attached memo.

### Attachments:

1. LWC\_Stantec\_Ph2\_Invoice # 15\_20250716
2. LWC\_Stantec\_Ph2\_Invoice # 15\_StaffMemo

|                        |               |
|------------------------|---------------|
| <b>Invoice Number</b>  | 2425008       |
| <b>Invoice Date</b>    | July 16, 2025 |
| <b>Purchase Order</b>  | --            |
| <b>Customer Number</b> | 142965        |
| <b>Project Number</b>  | 193806064     |

|                     |                                         |                                |
|---------------------|-----------------------------------------|--------------------------------|
| <b>Bill To</b>      | <b>EFT/ACH Remit To (Preferred)</b>     | <b>Alternative Remit To</b>    |
| City of Clive, IA   | Stantec Consulting Services Inc. (SCSI) | Stantec Consulting Services    |
| Accounts Payable    | Bank of America                         | Inc. (SCSI)                    |
| 2123 NW 11th Street | ABA No. : 111000012                     | 13980 Collections Center Drive |
| Clive IA 50325      | Account No: 3752096026                  | Chicago IL 60693               |
| United States       | Email Remittance: eft@stantec.com       | United States                  |

|                             |                                                                             |                         |                      |
|-----------------------------|-----------------------------------------------------------------------------|-------------------------|----------------------|
| <b>Project</b>              | <b>Clive Little Walnut Creek Restoration and Trail Construction Phase 2</b> |                         |                      |
| Project Manager             | Schlegel, Kellie Marie                                                      | Contract Upset          | 1,052,680.00         |
| Current Invoice Total (USD) | 37,334.25                                                                   | Contract Billed to Date | 950,744.72           |
|                             |                                                                             | For Period Ending       | <b>June 27, 2025</b> |

**Top Task 200 Project Management**

**Professional Services**

| Category/Employee                     | Current Hours | Rate   | Current Amount  |
|---------------------------------------|---------------|--------|-----------------|
| Chapman, Debra J (Debbie)             | 1.00          | 155.00 | 155.00          |
| Harding, Sarah Ellen                  | 0.50          | 176.00 | 88.00           |
| Schlegel, Kellie Marie                | 4.25          | 189.00 | 803.25          |
| <b>Subtotal Professional Services</b> | <b>5.75</b>   |        | <b>1,046.25</b> |

Top Task Subtotal Project Management 1,046.25

**Top Task 202 Streambank Stabilization East: \$0.00**  
**Professional Services Streambank Stabilization West: \$25,599.50**

| Category/Employee                     | Current Hours | Rate   | Current Amount   |
|---------------------------------------|---------------|--------|------------------|
| Spera, Zachary Scott (Zach)           | 8.25          | 114.00 | 940.50           |
| Reeves, Jonah T                       | 96.00         | 139.00 | 13,344.00        |
| Jaros, Chris L                        | 16.25         | 172.00 | 2,795.00         |
| Shelton, Stephanie M                  | 4.00          | 172.00 | 688.00           |
| Ricketts, Jonathan (Jon)              | 25.25         | 176.00 | 4,444.00         |
| Sendelbach, Michael A                 | 9.50          | 176.00 | 1,672.00         |
| Uhl III, John N (Nick)                | 9.75          | 176.00 | 1,716.00         |
| <b>Subtotal Professional Services</b> | <b>169.00</b> |        | <b>25,599.50</b> |

Top Task Subtotal Streambank Stabilization 25,599.50

**Top Task 203 Mitigation Banking**

**Professional Services**



|                 |               |
|-----------------|---------------|
| Invoice Number  | 2425008       |
| Invoice Date    | July 16, 2025 |
| Purchase Order  | --            |
| Customer Number | 142965        |
| Project Number  | 193806064     |

| Category/Employee                     | Current      |        | Current          |
|---------------------------------------|--------------|--------|------------------|
|                                       | Hours        | Rate   | Amount           |
| Bryant, Brianna Olivia                | 7.50         | 114.00 | 855.00           |
| Bunnell, Nolan L                      | 0.50         | 146.00 | 73.00            |
| Harris, Abby Irene                    | 14.50        | 172.00 | 2,494.00         |
| Stanley, William L (Will)             | 40.75        | 176.00 | 7,172.00         |
| Brais, Anthony Oliver                 | 0.50         | 189.00 | 94.50            |
| <b>Subtotal Professional Services</b> | <u>63.75</u> |        | <u>10,688.50</u> |

|                                       |                    |                  |
|---------------------------------------|--------------------|------------------|
| Top Task Subtotal                     | Mitigation Banking | 10,688.50        |
| <b>Total Fees &amp; Disbursements</b> |                    | <u>37,334.25</u> |
| <b>INVOICE TOTAL (USD)</b>            |                    | <b>37,334.25</b> |

**Net Due in 30 Days or in accordance with terms of the contract**

**Stantec will not change our banking information. If you receive a request noting our banking information has changed, please contact your Stantec Project Manager**

# Memo

**TO: Honorable Mayor and City Council**  
**FROM: Rai Tokuhisa, Water Resources Engineer**  
**DATE: 25 SEP 2025**  
**RE: Approve Pay Request #15 – Stantec Consulting Services**  
**- Little Walnut Creek Restoration and Trail Construction -**  
**\$37,334.25**



## Clive Community Development Department

Staff recommends approval of Pay Request #15 to Stantec Consulting Services for the work performed on the Little Walnut Creek Restoration and Trail Construction project (Resolution 2023-023, Stantec No. 193806064). Work on this pay request included mitigation banking, trail design, and construction observation.

Pay Request #15 - \$37,334.25

The PSA Status is as follows:

|                                  |                 |
|----------------------------------|-----------------|
| <b>Original Contract Amount</b>  | \$ 671,060.00   |
| Amendment #1:                    | \$ 66,798.00    |
| Amendment #2:                    | \$ 109,005.00   |
| Amendment #3:                    | \$ 209,111.00   |
| Total Approved Agreement Amount: | \$ 1,055,974.00 |

| <b>Item - Council Date</b>                 | <b>Amount</b> |
|--------------------------------------------|---------------|
| Stantec Phase 2 Pay Request #1 3/14/2024   | \$ 71,977.55  |
| Stantec Phase 2 Pay Request #2 3/31/2023   | \$ 41,298.00  |
| Stantec Phase 2 Pay Request #3 4/27/2023   | \$ 176,423.61 |
| Stantec Phase 2 Pay Request #4 9/14/2023   | \$ 133,634.59 |
| Stantec Phase 2 Pay Request #5 12/14/2023  | \$ 4,281.98   |
| Stantec Phase 2 Pay Request #6 12/14/2023  | \$ 24,238.82  |
| Stantec Phase 2 Pay Request #7 2/1/2024    | \$ 30,844.25  |
| Stantec Phase 2 Pay Request #8 2/8/2024    | \$ 6,682.25   |
| Stantec Phase 2 Pay Request #9 7/11/2024   | \$ 104,064.15 |
| Stantec Phase 2 Pay Request #10 2/27/2025  | \$ 199,350.00 |
| Stantec Phase 2 Pay Request # 11 7/10/2025 | \$ 12,736.50  |
| Stantec Phase 2 Pay Request # 12 7/10/2025 | \$ 19,223.50  |
| Stantec Phase 2 Pay Request # 13 9/25/2025 | \$ 33,385.00  |
| Stantec Phase 2 Pay Request # 14 9/25/2025 | \$ 12,481.25  |
| Stantec Phase 2 Pay Request # 15 9/25/2025 | \$ 37,334.25  |

# Memo (cont.)

|                                                              |                      |
|--------------------------------------------------------------|----------------------|
| Paid to date:                                                | \$ 824,755.20        |
| Amount remaining on agreement:                               | \$ 231,218.80        |
| Total requested to date:                                     | \$ 907,955.70        |
| Total amount due this pay request:                           | \$ 83,200.50         |
| <b>Amount remaining on agreement after this pay request:</b> | <b>\$ 148,018.30</b> |

Please feel free to contact me at (515) 223-6231 or [rtokuhisa@cityofclive.com](mailto:rtokuhisa@cityofclive.com) prior to the meeting if you have any questions or concerns.



## Memo

**TO:** Mayor and Council members

**FROM:** Rai Tokuhisa, Water Resource Engineer

**DATE:** September 25, 2025

**RE:** Approve Pay Request #16 - Stantec Consulting Services - Little Walnut Creek Restoration and Trail Construction - \$16,217.50

### **SYNOPSIS:**

Please see attached memo.

### Attachments:

1. LWC\_Stantec\_Ph2\_Invoice # 16\_20250822
2. LWC\_Stantec\_Ph2\_Invoice # 16\_StaffMemo

|                        |                 |
|------------------------|-----------------|
| <b>Invoice Number</b>  | 2442997         |
| <b>Invoice Date</b>    | August 22, 2025 |
| <b>Purchase Order</b>  | --              |
| <b>Customer Number</b> | 142965          |
| <b>Project Number</b>  | 193806064       |

**Bill To**

City of Clive, IA  
Accounts Payable  
2123 NW 11th Street  
Clive IA 50325  
United States

**EFT/ACH Remit To (Preferred)**

Stantec Consulting Services Inc. (SCSI)  
Bank of America  
ABA No. : 111000012  
Account No: 3752096026  
Email Remittance: eft@stantec.com

**Alternative Remit To**

Stantec Consulting Services  
Inc. (SCSI)  
13980 Collections Center Drive  
Chicago IL 60693  
United States

**Project Clive Little Walnut Creek Restoration and Trail Construction Phase 2**

|                             |                        |                         |                       |
|-----------------------------|------------------------|-------------------------|-----------------------|
| Project Manager             | Schlegel, Kellie Marie | Contract Upset          | 1,052,680.00          |
| Current Invoice Total (USD) | 16,217.50              | Contract Billed to Date | 966,962.22            |
|                             |                        | For Period Ending       | <b>August 1, 2025</b> |

**Top Task 200 Project Management**

**Professional Services**

| Category/Employee                     | Current Hours | Rate   | Current Amount |
|---------------------------------------|---------------|--------|----------------|
| Chapman, Debra J (Debbie)             | 0.75          | 155.00 | 116.25         |
| Harding, Sarah Ellen                  | 0.50          | 176.00 | 88.00          |
| Schlegel, Kellie Marie                | 2.25          | 189.00 | 425.25         |
| <b>Subtotal Professional Services</b> | <b>3.50</b>   |        | <b>629.50</b>  |

|                   |                    |        |
|-------------------|--------------------|--------|
| Top Task Subtotal | Project Management | 629.50 |
|-------------------|--------------------|--------|

**Top Task 203 Mitigation Banking**

**Professional Services**

| Category/Employee                     | Current Hours | Rate   | Current Amount   |
|---------------------------------------|---------------|--------|------------------|
| Bryant, Brianna Olivia                | 12.00         | 114.00 | 1,368.00         |
| Harris, Abby Irene                    | 58.50         | 172.00 | 10,062.00        |
| Brais, Anthony Oliver                 | 0.25          | 189.00 | 47.25            |
| Stanley, William L (Will)             | 21.75         | 189.00 | 4,110.75         |
| <b>Subtotal Professional Services</b> | <b>92.50</b>  |        | <b>15,588.00</b> |

|                   |                    |           |
|-------------------|--------------------|-----------|
| Top Task Subtotal | Mitigation Banking | 15,588.00 |
|-------------------|--------------------|-----------|

|                                       |                  |
|---------------------------------------|------------------|
| <b>Total Fees &amp; Disbursements</b> | 16,217.50        |
| <b>INVOICE TOTAL (USD)</b>            | <b>16,217.50</b> |

**Net Due in 30 Days or in accordance with terms of the contract**

|                        |                 |
|------------------------|-----------------|
| <b>Invoice Number</b>  | 2442997         |
| <b>Invoice Date</b>    | August 22, 2025 |
| <b>Purchase Order</b>  | --              |
| <b>Customer Number</b> | 142965          |
| <b>Project Number</b>  | 193806064       |

**Stantec will not change our banking information. If you receive a request noting our banking information has changed,  
please contact your Stantec Project Manager**

---

# Memo

**TO: Honorable Mayor and City Council**  
**FROM: Rai Tokuhisa, Water Resources Engineer**  
**DATE: 25 SEP 2025**  
**RE: Approve Pay Request #16 – Stantec Consulting Services**  
**- Little Walnut Creek Restoration and Trail Construction -**  
**\$16,217.50**



## Clive Community Development Department

Staff recommends approval of Pay Request #16 to Stantec Consulting Services for the work performed on the Little Walnut Creek Restoration and Trail Construction project (Resolution 2023-023, Stantec No. 193806064). Work on this pay request included mitigation banking, trail design, and construction observation.

Pay Request #15 - \$16,217.50

The PSA Status is as follows:

|                                  |                 |
|----------------------------------|-----------------|
| <b>Original Contract Amount</b>  | \$ 671,060.00   |
| Amendment #1:                    | \$ 66,798.00    |
| Amendment #2:                    | \$ 109,005.00   |
| Amendment #3:                    | \$ 209,111.00   |
| Total Approved Agreement Amount: | \$ 1,055,974.00 |

| <b>Item - Council Date</b>                 | <b>Amount</b> |
|--------------------------------------------|---------------|
| Stantec Phase 2 Pay Request #1 3/14/2024   | \$ 71,977.55  |
| Stantec Phase 2 Pay Request #2 3/31/2023   | \$ 41,298.00  |
| Stantec Phase 2 Pay Request #3 4/27/2023   | \$ 176,423.61 |
| Stantec Phase 2 Pay Request #4 9/14/2023   | \$ 133,634.59 |
| Stantec Phase 2 Pay Request #5 12/14/2023  | \$ 4,281.98   |
| Stantec Phase 2 Pay Request #6 12/14/2023  | \$ 24,238.82  |
| Stantec Phase 2 Pay Request #7 2/1/2024    | \$ 30,844.25  |
| Stantec Phase 2 Pay Request #8 2/8/2024    | \$ 6,682.25   |
| Stantec Phase 2 Pay Request #9 7/11/2024   | \$ 104,064.15 |
| Stantec Phase 2 Pay Request #10 2/27/2025  | \$ 199,350.00 |
| Stantec Phase 2 Pay Request # 11 7/10/2025 | \$ 12,736.50  |
| Stantec Phase 2 Pay Request # 12 7/10/2025 | \$ 19,223.50  |
| Stantec Phase 2 Pay Request # 13 9/25/2025 | \$ 33,385.00  |
| Stantec Phase 2 Pay Request # 14 9/25/2025 | \$ 12,481.25  |
| Stantec Phase 2 Pay Request # 15 9/25/2025 | \$ 37,334.25  |

# Memo (cont.)

|                                                              |                      |
|--------------------------------------------------------------|----------------------|
| Stantec Phase 2 Pay Request # 16 9/25/2025                   | \$ 16,217.50         |
| Paid to date:                                                | \$ 824,755.20        |
| Amount remaining on agreement:                               | \$ 231,218.80        |
| Total requested to date:                                     | \$ 924,173.20        |
| Total amount due this pay request:                           | \$ 99,418.00         |
| <b>Amount remaining on agreement after this pay request:</b> | <b>\$ 131,800.80</b> |

Please feel free to contact me at (515) 223-6231 or [rtokuhisa@cityofclive.com](mailto:rtokuhisa@cityofclive.com) prior to the meeting if you have any questions or concerns.





## Memo

**TO:** Mayor and Council members

**FROM:** Clay Garcia, Fire Chief

**DATE:** September 25, 2025

**RE:** Resolution Approving Service Agreement with Physicians Claims Company and the Clive Fire Department

### SYNOPSIS:

The Fire Department recently conducted an RFP process to solicit bids for a new EMS billing service. This process was initiated after it came to my attention last year that the department's GEMT (Ground Emergency Medical Transport) program was delinquent in the amount of \$250,000.

Our current vendor, **EMS Management & Consultants (EMS-MC)**, failed to properly bill GEMT to patients' Medicaid accounts. GEMT is a government program that allows EMS services to recover additional reimbursement from Medicaid. Since Medicaid sets its own transport reimbursement rates (regardless of a City or Fire Department's established fees), GEMT helps cover the "gap" in costs.

It was also discovered that EMS-MC had been inappropriately writing off bills that should have been collected. These failures have cost the department both revenue and significant staff time.

Through the RFP process, we evaluated proposals from **ImageTrend, Omni, and Physicians Claims Company (PCC)**.

---

### ImageTrend

- Current records management software vendor.
- Billing service is not a fully developed suite and requires **manual uploading of patient data**.
- Department staff would have to process payments directly.
- Service is new and still being developed, creating **additional workload and liability**.
- **Not selected** due to inefficiency and risk.

---

### Omni

- Proposed **7% of net collections + \$125/month service fee**.
- Neighboring city reports overall satisfaction with service.

- However, patient payments must be manually uploaded: checks are mailed to the Fire Department, then uploaded and deposited by staff.
  - This process demands excessive staff time.
  - **Not selected** due to administrative burden.
- 

### Physicians Claims Company (PCC)

- Proposed **5.75% of net collections**.
  - Provides an **independent audit every 3 years** to identify gaps in service, reduce write-offs, improve staff education, and increase revenue.
  - Based in South Dakota, but originally founded in Iowa with deep ties to Iowa EMS billing and operations.
  - Actively participates in the **Iowa EMS Billing Conference** to remain current with state changes.
  - Although PCC does not handle GEMT billing directly, their focus on proper documentation supports GEMT revenue recovery.
  - PCC will have **direct access to our records management software**, allowing them to process billing without staff intervention, saving significant staff time.
  - **Selected as the new vendor** due to cost, experience, and operational efficiency.
- 

### Contract Review

The contract between the Fire Department and PCC has been reviewed by Legal Counsel, who reported no concerns.

#### Attachments:

1. Clive Billing Agreement IA 10.01.25
2. Resolution Approving PCC EMS Billing Services\_9-15-2025

## **BILLING SERVICES AGREEMENT**

This Service Agreement (the "Agreement") is made between **City of Clive, Iowa**, a Municipal corporation ("CLIENT"), and Physician's Claims Company, an Iowa corporation ("PCC"). This Agreement will be effective for Services (as defined below) beginning on the **1<sup>st</sup> day of October, 2025** (the "Effective Date").

In consideration of the representations, covenants and agreements contained in this Agreement and the attached Schedules, CLIENT and PCC (collectively referred to herein as "Parties" and individually as "Party") agree as follows:

1. **Services.** PCC will use commercially reasonable efforts to obtain reimbursement for CLIENT's charges for all clinical procedures and medical services ("Medical Services") rendered on or after the Effective Date, or otherwise upon request by CLIENT and written acceptance by PCC, through billing of patients and third-party payers and the management of CLIENT's accounts receivable as more fully described in Exhibit 1, annexed hereto and incorporated herein by reference (the "Services"). During the term of this Agreement, PCC will be the exclusive provider of Services to CLIENT.
2. **Term.** The initial term of this Agreement will be **one (1) years** (the "Initial Term") from the Effective Date. This Agreement will automatically renew for successive additional two (2) year terms, unless either party gives the other written notice at least sixty (60) days before the end of the then current term. Notwithstanding the foregoing, during the Initial Term, this Agreement may be terminated, subject to the terms of Section 8, for any reason or no reason by either Party upon thirty (30) days' notice to the other Party, and after the Initial Term, this Agreement can be terminated at any time on written notice for cause consisting of a material breach of a term or condition hereof which is not corrected within sixty (60) days of prior written notice describing the breach in reasonable detail. This Agreement may also be terminated on written notice in the event either party becomes excluded from participation by the Medicare or Medicaid program; PCC becomes legally unable to provide the services contemplated herein; or CLIENT becomes legally unable to provide medical services, insolvent or files for bankruptcy protection, or as otherwise specified herein.
3. **Fees.** Beginning as of the Effective Date, CLIENT agrees to pay PCC, a Base Fee of **5.75%** per month of net collections (the "Base Fee").
  - (a) Net collections shall be defined as the total sum of all monies collected by PCC for all medical services rendered by CLIENT, less amounts refunded or credited to patient or third-party payer as a result of overpayments, erroneous payments or bad checks.
  - (b) Notwithstanding the foregoing, in the event that:
    - (i) CLIENT fails to disclose to PCC, at or prior to the time this Agreement is executed, information relating to CLIENT's practice, which information, if disclosed, would have materially increased the costs of billing and collection efforts incurred by PCC; or
    - (ii) CLIENT materially changes fundamental aspects of its practice (such as its practice sites, the type of services provided, its payer mix, quality or type of demographic information available, method of documenting services provided or the like),PCC may propose an adjustment to the Base Fee in writing (the "Adjustment Proposal"). For the thirty (30) day period after CLIENT's receipt of the Adjustment Proposal (the "Discussion Period"), PCC shall be available to discuss the basis for the amount of the proposed adjustment with CLIENT. If CLIENT agrees in writing to the proposed adjustment, this Agreement shall be deemed amended to reflect the new Base Fee. If, on or before the end of the Discussion Period, CLIENT has not accepted the Adjustment Proposal or the parties have not otherwise agreed as to an adjustment to the Base Fee, PCC may terminate this Agreement on ninety (90) days advance written notice. Changes in the Base Fee under clause (a) shall be retroactively effective to the Effective Date; changes under clause (b) shall be effective as of the end of the Discussion Period.
  - (c) In addition to the Base Fee, CLIENT will reimburse PCC for the following ("Additional Fees"):
    - (i) If requested by CLIENT in writing, Provider enrollment services at the rate:

1. **\$650.00 per each bank change required to change the direction of payments from a current bank account to a new bank account**
2. **\$650.00 per each new, revalidation, change or termination 855b Medicare enrollment application.**
3. **\$400.00 per each BCBS application**
4. **\$300.00 per each state Medicaid enrollment and revalidation applications; \$200 per each commercial insurance enrollment application.**

- (ii) Upon CLIENT request, PCC shall have responsibilities for CLIENT's claims with dates of service prior to the Effective Date only when it has been determined that they were not previously billed and/or not correctly billed and PCC thereafter billed and/or re-billed/re-submitted them.
- (iii) A reasonable per-hour claims processing charge where CLIENT, after written notice from PCC, continues to submit incomplete or incorrect data for billing (collectively, "Additional Charges").
- (iv) CLIENT agrees to pay the Base Fee and Additional Charges within thirty (30) days after receipt of each invoice from PCC. Fees not timely paid will bear interest at the rate of fifteen percent (15%) per year or the maximum rate allowed by law, if less.
- (v) Notwithstanding any term or provision hereof to the contrary, PCC will have the right to terminate this Agreement immediately if CLIENT fails to timely pay any PCC Invoice where the amount due, as determined by Section 3 of this agreement, is not disputed, if such payment(s) is not made within ten (10) days of the mailing by PCC of written notice of such default to CLIENT. PCC may also, in its sole discretion, decline to provide the wind-down services specified in Section 8(a) – (e), herein and cease Services until and unless all Base Fees, Additional Charges, and interest, as provided for herein are paid in full.

4. **Bank Account** If requested by CLIENT and agreeable to PCC, a bank account will be maintained in the name of CLIENT at a bank approved by CLIENT and acceptable to PCC ("CLIENT ACCOUNT") and all cash receipts will be deposited daily into the bank account by PCC, or into a lockbox account, at the election of the CLIENT. PCC will have no signatory or ownership rights in the bank account and will have no right to negotiate checks or assert ownership rights in deposited funds. To the extent required by PCC, CLIENT shall ensure that the banking institution provides depository or other information directly to PCC or copies of documents relevant to establishment or verification of net collections. CLIENT shall be solely responsible for all bank charges.
5. **Operating Procedures.** CLIENT agrees to provide or to cause facilities or other sites at which CLIENT provides Medical Services to provide PCC accurate and complete demographic, procedure and charge information, at no cost to PCC ("Demographic Information"). CLIENT acknowledges that PCC will rely on the Demographic Information in providing the Services and that the timing and amount of Net Collections generated by the Services are affected by the completeness, timeliness and accuracy of the Demographic Information and other variables, some of which are beyond the control of PCC. To the extent possible, at the request of PCC, CLIENT will ensure that the foregoing information provided to PCC in electronic form, a standard form and format reasonably consistent with PCC's computer system.
  - (a) PCC will bill and attempt to collect CLIENT charges in a manner consistent with all applicable Federal, State and Local laws and regulations and within the policies and procedures of third party payers that are made known by such payers to medical practices and billing companies or otherwise known by PCC. PCC is not a collection agency and does not provide collection agency services and CLIENT is solely responsible for the selection and engagement of a collection agency for collection accounts, if such services are desired.
  - (b) The parties may mutually agree to specific operating policies and procedures related to the performance of Services under this Agreement. Such operating policies and procedures, or amendments thereto, will, upon mutual written and signed agreement, become an integral part of this Agreement and shall be binding upon both parties. The foregoing shall not prevent PCC, at its sole discretion and at its own cost,

from establishing and maintaining its business operations and procedures relating to the Services in a manner consistent with this Agreement.

6. **Confidential Information.** PCC agrees not to disclose to anyone other than CLIENT any information about CLIENT's fee structure, internal compensation, managed care or facility contracting strategies, or similar business information that would commonly be understood to be confidential or any confidential medical information regarding CLIENT's patients received in the course of performing the Services (collectively, CLIENT's "Confidential Information"), except as required to bill charges, as required by law or legal or regulatory process or as otherwise provided herein.

CLIENT agrees that it will not disclose to third parties the business methods, operating processes or documentation of the software employed by PCC to provide the Services or any information about PCC's fees, operations, business methods or strategies or any other information specifically designated as confidential by PCC except as required by law or legal or regulatory process (PCC's "Confidential Information"). Each party's Confidential Information shall remain the property of that party, during and after this Agreement.

Each party will at all time take reasonable steps to establish and enforce the foregoing by its employees, independent contractors, consultants and vendors. The requirements of this Section 6 shall expressly survive the expiration or termination of this agreement. Each party specifically agrees to comply with, and assist their counterpart with compliance with applicable state or federal confidentiality requirements as to individual patient information. Notwithstanding the preceding sentences, CLIENT agrees that PCC may use CLIENT information for research and statistical compilation purposes, so long as CLIENT and patient identifying information is kept confidential in accordance with applicable law and that any product of the foregoing uses shall be the property of PCC.

In addition to the rights and obligations of PCC set forth in this Section 6, the rights and obligations set forth in the Business Associate Agreement attached to this Agreement as Exhibit 3 and incorporated by reference shall apply to protected health information as defined in said Exhibit.

7. **Software and Proprietary Information.** PCC acknowledges its responsibility to maintain all legal authorization and licensing for any third party software used to provide the agreed upon Services to CLIENT. Any changes in third party software vendor(s) or system(s) that materially affect the services provided CLIENT shall be immediately shared with CLIENT. The parties agree that PCC may store Demographic Information, back-up documentation, statements, explanations of benefits, payer inquiries and other information it receives in connection with the Services ("CLIENT Information") in electronic form through optical scanning or other technologies selected by PCC and that PCC is not obligated to maintain paper copies. PCC further affirms that it will at all times maintain a current and complete copy of all CLIENT Information in a secure, off-site location and that no CLIENT data will be deleted or purged until the earlier of the following occurrences: a) Ten years has passed since the date of service relevant to the CLIENT data; or, b) CLIENT has approved of the proposed data deletion.

The Parties agree and acknowledge that all CLIENT Data shall remain, at all times relevant hereto, the property of CLIENT but that PCC may maintain a copy for documentation of Services and for other purposes related to this Agreement during and after the term of this Agreement, subject to the terms and conditions of Section 6 herein.

8. **Termination Procedures.** In the event this Agreement is terminated, for whatever reason, or expires, except as specifically stated in Section 3, PCC will:

- (a) Continue to perform Services, at the then-current rates hereunder, for a period of one hundred twenty (120) days after the effective date of termination/expiration (the "Wind Down Period") for all of CLIENT's accounts receivable relating to CLIENT's charges for Medical Services rendered prior to the effective date of termination date ("Existing Accounts Receivable").

- (b) CLIENT expressly agrees to cooperate and assist PCC with its performance during the Wind Down Period and will timely report, or cause to be reported, all payments received by client on Existing Accounts Receivable for which PCC is responsible to pursue collection under Section 8(a) herein.
- (c) At the end of the Wind Down Period, discontinue the performance of Services related to the collection of CLIENT's Existing Accounts Receivable.
- (d) Deliver to CLIENT, after and conditioned upon full payment to PCC of all undisputed fees owed to PCC by CLIENT under this Agreement, a complete list of Existing Accounts Receivable (all debit and credit balances) in an industry standard electronic format.
- (e) Except for the foregoing or for such other matters as the parties may agree to in writing, after the effective date of termination, PCC shall have no further obligations to provide Services to CLIENT under this Agreement. CLIENT may negotiate with PCC for additional transitional services or for the provision of additional data, including CLIENT Data, to be provided by PCC after the date of termination at CLIENT's additional expense.

9. **No Warranties or Representations.** The CLIENT understands that PCC has no medical professional licensure or certification, and understands that PCC is not a medical practice, and that no member of PCC's staff is acting in any capacity as a licensed healthcare professional. The CLIENT understands that it is responsible for all aspects of professional services provided by the CLIENT, as well as the determination of all applicable billing codes to be used in bills for any professional medical services rendered. PCC may try to predict, based on its experience and judgment, what might likely evolve, but cannot guarantee what may be obtainable. PCC has made no representations, guarantees, assurances or warranties regarding the outcome of any matter. The CLIENT understands that PCC does not represent nor warrant that its Services will prevent any claims, debts, liabilities, demands, obligations, costs, expenses, actions, causes of action and claims for relief arising from the CLIENT's billing procedures by way of any claim, audit, investigation, litigation or arbitration, or any other cause, whatsoever.
10. **Independent Contractor.** The Services that PCC will provide will be performed on an independent contractor basis, not as an employee, agent, or partner of the CLIENT. This Agreement shall not be construed as establishing a partnership, joint venture or similar relationship between the Parties. The amounts paid to PCC by the CLIENT will not be subject to any withholding deductions. PCC agrees to be solely responsible for all taxes and other withholdings relating to the fee income that is paid to PCC by the CLIENT. PCC does not have the authority to bind the CLIENT and enter into a contract on behalf of the CLIENT.
11. **Non-Solicitation.** The CLIENT agrees that it will not solicit for employment for itself, or any other entity, or employ in any capacity, any employee of PCC assigned by PCC to perform any service for or on behalf of the CLIENT for a period of two years after PCC has completed providing service to the CLIENT. In the event of the CLIENT's violation of this provision, in addition to injunctive relief, PCC shall recover from the CLIENT an amount equal to such employee's salary based upon the average three months preceding employee's termination of employment with PCC, times twelve, together with PCC's attorney and expert witness fees.
12. **Regulatory Matters.** The Parties agree to: (a) adhere to the provisions under this Agreement and annexed hereto as Exhibit 2; (b) comply with the requirements of law and with all ordinances, statutes, regulations, directives, orders, or other lawful enactments or pronouncements of any local, state, federal or other lawful authority applicable to either of the Parties; (c) comply with the requirements of any third-party payor; and (d) comply with the requirements of any insurance company insuring either of the Parties against liability for accident or injury in connection with the performance of the Services. To ensure the Parties' compliance with relevant Federal and State law, in conjunction with this Agreement and prior to commencement of PCC's Services, PCC requires the execution of its standard Business Associate Agreement attached hereto as Exhibit 3, which is to be incorporated herein by reference.
13. **Indemnification.** To the extent permitted by law and subject to the limitations set forth in Section 14, below, each Party agrees to and shall defend, indemnify, and hold harmless the other Party, its elected officers,

directors, shareholders, employees, agents and subcontractors, from and against all claims, debts, liabilities, demands, obligations costs, expenses, actions causes of action and claims for relief including those brought by any third party or by the Client, including reasonable attorneys' fees and losses, asserted against and alleged to be caused by the indemnifying Party's performance, negligence, or failure to perform any obligation under this Agreement, or by reason of the torts of the indemnifying Party. Subject to the limitations set forth in Section 14, below, each Party reserves all rights and defenses under federal and state law for municipalities, including but not limited to the Iowa Torts Claims Act. Other than as described in this Section 13, the Parties agree that there are no third party beneficiaries of this Agreement.

14. **Limitation of Liability; Exculpatory Clause.** The Client agrees that (y) PCC is not an insurer and that no insurance coverage is offered herein and (z) the Fees paid by the CLIENT to PCC are for Services rendered, not for a guaranteed outcome.
- (a) **Disclaimer of Warranties.** Except for any express warranties provided herein, the Services are provided on an "as is," "as available" basis, and CLIENT expressly disclaims any and all other warranties, express or implied, with respect to the Services, including but not limited to warranties of merchantability, fitness for a particular purpose, title, non-infringement, or warranties alleged to arise as a result of custom and usage.
  - (b) **Limitation of Damages.** Except with respect to any unauthorized use or disclosure of the other party's Confidential Information, or damages caused by a Party's gross negligence or willful misconduct, to the fullest extent allowed by applicable law, CLIENT and PCC waive claims against each other for consequential, indirect, incidental, special, punitive, exemplary, and treble damages, and for any other damages in excess of direct, compensatory damages, including but not limited to loss of profits or loss of business, regardless of whether such claim or matter arises in contract, tort, warranty, indemnity, statutory, or otherwise, even if a party has been apprised of the possibility or likelihood of such damages occurring.
  - (c) **Limitation of Liability.** Except with respect to a Party's indemnification obligations in relation to a claim by a third party, any unauthorized use or disclosure by either party of the other Party's Confidential Information, or damages caused by a Party's gross negligence or willful misconduct, to the fullest extent allowed by applicable law, the total liability of the Parties to each other regarding any claim arising under or related to this Agreement shall be capped at, and shall in no event exceed the total fees paid by CLIENT to PCC under this Agreement in the six (6) months prior to the event giving rise to the claim. All amounts that may be potentially awarded against either Party in connection with such claim are included in and subject to such limitation of liability, including without limitation all direct compensatory damages, interest, costs, expenses, and attorneys' fees.
  - (d) **Limitation of Claims.** To the fullest extent allowed by applicable law, and notwithstanding any statute of limitations, statute of repose, or other legal time limit to the contrary, no claim arising under or related to this Agreement may be brought against either Party after the earlier of the following to occur: (i) the time period for bringing an action under any applicable state or federal statute of limitations; or (ii) one (1) year after the date on which the claimant Party discovered, or should have discovered, the facts giving rise to an alleged claim. Any claim not brought within such applicable time period is waived; provided, however, if a claim has been asserted within such period, such claim shall survive until finally resolved.
15. **Referrals/Fair Market Value.** Fees under this Agreement constitute fair market value for the Services, and do not include any discount, rebate, kickback, or other reduction in charge or fee. Moreover, the Fees under this Agreement are not intended to be, nor shall it be construed to be, an inducement or payment for referral, or recommendation of referral, of patients by the CLIENT to PCC or by PCC to the CLIENT.
16. **Notice.** Any notices, payment, demand or communication required or permitted to be given by the provisions of this Agreement will be effective on the date of mailing. Any and all required notices shall be mailed to the parties at the following addresses:

**PCC Inc.**  
**Attn: Travis Smith**  
**PO Box 19**  
**Castlewood, SD 57223**

**Clive Fire Department**  
**Attn: Fire Chief**  
**8800 Hickman Road**  
**Clive, IA 50325**

17. **Governing Law** This Agreement shall be governed by and construed in accordance with the internal laws of the State of Iowa without giving effect to any choice or conflict of law provision or rule (whether of the State of Iowa or any other jurisdiction). The parties waive trial by jury in any action between them. Any action arising out of this Agreement shall be instituted in the federal or state courts located in Polk County, Iowa, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit or action.
18. **Force Majeure**. It is mutually agreed that in the performance of all duties by each party under this Agreement, time is of the essence. However, performance of duties hereunder may be impeded by occurrences beyond the control of one or both parties. Events such as flood, earthquake, hurricane, tornado, blizzard and other natural disasters; fire, riot, war or civil disturbance; strikes by common carriers; extended loss (more than 48 hours) of utilities (except for non-payment); and similar events shall excuse the affected party from performance of services impeded by such event(s). Nevertheless, each party has a duty to use reasonable efforts to prevent or mitigate such impediments. For its protection, CLIENT may, at its own expense, purchase and maintain business interruption and/or accounts receivable insurance to cover any and all of CLIENT's losses caused or related to such catastrophic event(s), as stated above.
19. **External Review**. Promptly following the second anniversary hereof, and on a bi-annual basis thereafter, PCC shall, at the written request of CLIENT, engage an external reviewer to perform, and CLIENT agrees to cooperate in the performance of, an external compliance review of claims. PCC shall, in its reasonable discretion, select an unbiased external reviewer from a pool of recognized experts in the field, and PCC shall be responsible for paying for such review, which such fee shall not exceed \$5,000 per bi-annual period (such amount not inclusive of the cost of re-education and training necessary resulting from such review process). Any additional review over the cost shall be the responsibility of CLIENT. Each external review shall be retrospective and shall assess a reasonable number of Medicare and Iowa Medicaid claims submitted in the prior annual period. Results of the external review shall be made available to both CLIENT and PCC, and same shall be treated as Confidential Information further defined herein.
20. **Incorporated Documents.** It is specifically agreed that Exhibit 1, 2, and 3 same being attached hereto, are by this reference, incorporated within this "Billing Services Agreement" as if same had been set forth fully verbatim herein.
21. **Miscellaneous.**
- (a) This Agreement contains the entire agreement of the parties relative to the services to be provided to CLIENT and no representations, inducements, promises or agreements, oral or otherwise, between the parties not embodied in the Agreement will be of any force or effect.
  - (b) This Agreement specifically supersedes any prior written or oral agreements between the parties related to the Parties obligations and responsibilities set out herein.
  - (c) This Agreement is binding upon, and inures to the benefit of, and is enforceable by PCC, CLIENT and their respective legal representatives, assigns and successors in interest, subject to subsection (d) below.
  - (d) Neither party may assign this Agreement without the prior written consent of their counterpart, provided that this Agreement will be deemed assigned to, and will be binding upon, the survivor in any merger or business combination involving a party or the purchaser of all or substantially all of the assets of a party.
  - (e) Any amendments hereto shall be in writing and will not be effective until fully executed and approved by both parties.



- (f) PCC and CLIENT acknowledge that they are duly authorized by appropriate corporate action to enter into this Agreement and that this Agreement is being signed by duly authorized agents authorized to act on their respective behalf.
- (g) This Agreement may be executed in the singular or in identical counterparts. Once signed by all parties, each counterpart document shall have equal binding effect. Facsimile and electronic signature shall have the same effect as an original.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed.

CLIENT

PCC

By: \_\_\_\_\_

By: \_\_\_\_\_

Sign: \_\_\_\_\_

Sign: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## **EXHIBIT 1: RESPONSIBILITIES OF EACH PARTY**

### **In performance of their duties for the collection of reimbursement for services rendered by CLIENT, PCC shall:**

1. Perform claim scrubbing services on behalf of CLIENT, in accordance with: CPT-4 and/or HCPCS, including applicable modifiers, and ICD-9 CM & ICD-10 CM coding schemes. All claim scrubbing services shall conform to currently applicable and published rules and guidelines issued by the American Medical Association, the Centers for Medicare and Medicaid Services, and/or the World Health Organization and other copyright owners of coding formats.
2. Without waiver of its other rights and remedies, PCC is expressly relieved of any obligation of performing claim scrubbing if:
  - a) Complete and legible documentation to support the assignment of codes has not been supplied; or
  - b) The code(s) assigned are not adequately supported by the documentation supplied; or
  - c) Clear and unambiguous coding rules and/or guidelines are not available or are in dispute; or
  - d) The identity of the provider of services for whom coding shall be performed is missing or uncertain.
3. Regularly monitor Patient Care Report volume, reconciled to applicable activity records/logs.
4. Develop and maintain electronic data interfaces directly with CLIENT's ePCR (where such software allows) for the collection of patient demographic data. CLIENT agrees to apply its best efforts to assist PCC in achieving these interfaces, including, but not limited to, interceding with ePCR Information Systems staff, administration and others.
5. Use reasonable efforts to enter all procedural and demographic data necessary for patient and third party billing into its billing system in a timely and accurate manner subject to CLIENT's obligation under the Agreement to provide accurate and complete demographic information.
6. Submit claims electronically to many third party payers regularly billed by PCC that are capable of accepting claims in electronic format, which specifically includes but is not limited to payer clearinghouses.
7. Issue bills to individuals for all self pay balances owed, with a minimum of three (3) statements and one (1) past due letter. After completion of the foregoing cycle, the account will be referred to a third party collection agency selected by CLIENT. PCC is not responsible for the actions or results of such collection agency.
8. Provide toll free phone lines for patient inquiries and adequate phone inquiry staff to effectively respond to patients in a reasonable amount of time.
9. Prepare and deliver month-end reports of the billing performance and practice statistics in a format acceptable to CLIENT. This duty shall be fulfilled primarily by electronic means, unless specifically required by CLIENT to receive paper reports.
10. Upon request, present reports of billing performance via cost effective and mutually agreed upon means, including but not limited to online Webinar (or similar) or in the CLIENT's offices, upon the request of the CLIENT. The on-site meeting shall be at a time convenient to both PCC and CLIENT and at CLIENT'S option; provided that CLIENT shall be responsible for any and all travel and travel related costs and expenses of PCC. Costs shall be estimated and agreed upon for any hotel fees, mileage, meals, and any other travel related expenses prior to travel.
11. Produce monthly credit balance reports and advise the CLIENT of refunds due to both patients and third party payers.
12. Prepare refund requests as directed by Insurance Companies &/or CLIENT for CLIENT processing, unless

prohibited by third party payer rules or regulations. CLIENT is solely responsible for refunding and promptly issuing such refunds within 60 days of identification of the overpayment. Failure by either party to fulfill their respective duties shall constitute a material breach of the Agreement.

13. Provide CLIENT with reports (at provider's request) of all CPT-4, HCPCS and ICD-9 & ICD-10 CM statistics, showing the pattern of codes processed, by individual code.
14. Maintain and follow a written program for quality assurance in the areas of coding and billing regulatory compliance.
15. Use reasonable efforts to advise CLIENT with respect to any material change in third party rules and regulations which are made known to providers and third party billing agents or otherwise known to PCC.
16. Upon CLIENT request, apply for and monitor progress of CLIENT applications for Third Party Identification numbers at the rates outlined in the Fees section of the Agreement. CLIENT acknowledges that PCC will promptly submit such application following receipt of all required information but is not responsible for the timeliness of payer completion of the enrollment process and that payer completion may affect reimbursement for CLIENT charges.
17. Review and make recommendations with respect to coding, and service descriptions. PCC will review the CLIENT fee schedule prior to the onset of billing activity, and upon request thereafter.

**CLIENT, in supporting the success of the billing process and to facilitate optimal performance by PCC, shall:**

18. Identify one administrative and one clinical representative to whom PCC may, respectively, address all matters related to Services under this Agreement. All CLIENT representatives will have the power to agree, on behalf of CLIENT, to mutually agreed resolutions to any issues arising in their respective areas, and to, upon PCC's request, receive confirmatory memoranda or letters, which will thereupon be incorporated into this Agreement by reference. These individuals will provide timely response to all reasonable requests by PCC.
19. CLIENT warrants that PCC may rely on the existence of: patient signatures on assignment of benefits, medical information releases and Advance Beneficiary Notices and, medical signatures on charts and other medical documents, as required for submission of claims on behalf of CLIENT and upon the accuracy and completeness of all information furnished to PCC by CLIENT or on CLIENT's behalf as to the services rendered by CLIENT.
20. CLIENT providers will identify the diagnosis or medical condition that supports the medical necessity of a patient's services, if one exists. PCC shall not be responsible for claim denials, partial payments or payment reductions resulting from services that are deemed 'not medically necessary' by third party payers, beyond their duty to assure that such non-payment decisions are not arbitrary or otherwise inappropriate and are not based on data entry or other clerical or computer system errors.
21. CLIENT will assist PCC in working with and/or resolving problems related to work performed by personnel employed by hospitals, labs and other institutions in order to achieve the goals of this Agreement and the provision of Services by PCC in an efficient and cost-effective manner.
22. CLIENT will provide PCC within five (5) days advance notice of the expected addition or departure of an ambulance director or contact person in order for PCC to have adequate time to perform its duties under the agreement. PCC will not be responsible for losses or delays in payment resulting from failure to provide such notice or untimely notice.
23. CLIENT will provide a response within five (5) days to chart and other information requests, made by payers and forwarded from PCC. CLIENT acknowledges that failure to comply with this duty may result in claim denial, payment reduction or forfeiture of payment or appeal rights.

24. Upon receipt of the refund request from PCC, CLIENT will issue refunds of overpayments within 60 days of identification to patients and payers and shall be responsible for reconciliation of the refund checking account to assure that all refund checks have been cashed. CLIENT shall promptly notify PCC of the receipt of cancelled checks & provide written notification to PCC upon which PCC shall rely to remove credit balances from CLIENT's accounts receivable files. CLIENT shall be solely responsible for monitoring and surrendering unclaimed funds to the Treasurer of the State having escheat jurisdiction over any unclaimed payments.
25. CLIENT shall be responsible for assuring that all information required for provider enrollment, if performed by PCC, is provided timely, accurately and completely. PCC shall not be responsible for delays in provider enrollment and subsequent billing and payment delays or losses related to client omissions or delayed response by CLIENT.
26. CLIENT hereby acknowledges its independent and non-transferable duty to establish and remain aware of, and be compliant with, all applicable federal and state laws and regulations, contractual rules and regulations, contracts, published notices and other applicable duties. Nothing in this Agreement shall be construed to abrogate, transfer, delegate or otherwise diminish CLIENT's duties regarding awareness of, and compliance with, all applicable CLIENT duties.
27. CLIENT shall give PCC timely advance notice of any new payment contracts, HMO or PPO relationships and other contracts or market changes so that PCC may accommodate these changes, as necessary.
28. CLIENT shall ensure that any third party collection agency to which collection accounts are referred reports all collections and the source within a reasonable timeframe.

## EXHIBIT 2: COMPLIANCE

Each party to this Agreement has made a commitment to perform their respective duties in a legal and compliant manner, consistent with currently published and applicable federal, state and local laws, rules and regulations. In support of that commitment, subject to the more express provisions (if any) of a Compliance Plan adopted by each party which is an “effective” compliance plan under the applicable standards promulgated by the Office of the Inspector General of the Department of Health and Human Services, as referred to in the Agreement each party agrees to the following:

1. Each party will conduct its own periodic risk assessment and advise their counterpart of any findings that may affect their counterpart’s compliance or performance under this Agreement.
2. Each party agrees to conduct appropriate background checks on all management employees, contractors, agents and vendors to assure that all services are provided by individuals who have not been excluded by any government authority. Background checks done by CLIENT shall be reported to PCC for verification of eligibility for CMS requirements.
3. Each party agrees to maintain appropriate compliance records and assure their completeness, security and safety.
4. Each party agrees to pay specific attention to complying with the rules and regulations related to the following areas of widely known compliance risk:
  - a) Improper waiver or reduction of charges, deductibles and copayments;
  - b) Up coding, unbundling, serial reporting and other coding violations;
  - c) Failure to completely and legibly document the services for which payment is being sought, including signature of the applicable supporting record(s);
  - d) Misuse of a provider number or misrepresentation of the identity of a provider of services;
  - e) Failure to repay overpayments or untimely refund of overpayments;
  - f) Seeking duplicate payment for the same service and/or from the same source;
  - g) Failure to maintain proper records of current and prior billing;
  - h) Failure to protect the confidentiality of patient information.
5. Each party agrees that, in the event that they become aware of a compliance concern that appears to be related to their counterpart’s conduct, they will promptly communicate that concern to their counterpart. The party receiving notice will take prompt action to investigate the notice and will timely (within 30 days) report back to their counterpart on the status of the reported concern.
6. Each party agrees that they will defer reporting any such concern to any payer, government agency or agent, or law enforcement organization unless they have complied with the above paragraph and remain concerned that their counterpart’s response is inappropriate or more than thirty days have elapsed without any response. It is understood that only in cases where a party has firm, credible evidence of deliberate, willful or criminal misconduct will they consider immediate reporting to anyone other than their counterpart.
7. Nothing in this paragraph shall be construed to infer or imply a duty or expectation that any party will knowingly conceal or participate in any misconduct, or allow any misconduct to continue.
8. Each party agrees to be separately responsible for their respective compliance-related legal and consulting expenses.
9. Notwithstanding anything to the contrary in this Agreement, the parties agree that to the extent required by PCC in connection with maintenance of an effective Compliance Plan:
  - a) PCC may decline to submit any claim not supported by appropriate documentation (as reasonably determined by PCC), which documentation shall be available for review and audit. PCC shall have an

affirmative duty to provide CLIENT with timely notice of any such decision, including their basis and a list of the affected claims. CLIENT shall have an affirmative duty to timely respond to such notice and cooperate in the resolution thereof.

- b) PCC may take appropriate steps to resolve, or to advise CLIENT to resolve, overpayments or credit balances within 60 days of identification. CLIENT will comply with the reasonable suggestions of PCC.
- c) If CLIENT returns payment(s) to payer or patient due to licensure or lapse in certification or other compliance issue that client caused which otherwise would not have generated a refund, PCC shall not credit CLIENT for claims processing fees for such returned payments.
- d) If PCC discovers evidence of misconduct by CLIENT relating to billing, PCC may refrain from submitting questionable claims and notify CLIENT of its determination in writing. If PCC discovers credible evidence of CLIENT's continued misconduct following such a notice or discovers willful, deceptive, flagrant, fraudulent or abusive conduct by CLIENT, PCC may (i) refrain from submitting any claims PCC determines to be false or inappropriate, (ii) terminate this Agreement, without penalty, immediately on written notice, and/or (iii) report the misconduct to appropriate State and/or Federal authorities.
- e) In addition, CLIENT will take reasonable steps to comply with any audit or investigation by PCC or governmental agency relating to an effective Compliance Plan and will appoint a senior member of CLIENT's practice with responsibility and appropriate internal authority to work with PCC as to compliance with State and/or Federal laws and regulations relating to billing.

### EXHIBIT 3: BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement, dated as of October 1<sup>st</sup>, 2025 ("BA Agreement"), is by and between **City of Clive** (referred to herein as the "Covered Entity", within the meaning as defined at 45 CFR 160.103) and **PCC Inc.** (referred to herein as the "Business Associate", within the meaning as defined at 45 CFR 160.103).

**WHEREAS**, Covered Entity and Business Associate are parties to an arrangement pursuant to which Business Associate provides certain services to Covered Entity as further set forth in that certain agreement by and between the parties attached and incorporated by reference. In connection with Business Associate's services, Business Associate may assist in the performance of a function or activity involving the use or disclosure of individually identifiable health information, which information is subject to protection under the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164 (collectively referred to herein as the "HIPAA Rules").

**WHEREAS**, in light of the foregoing and the requirements of HIPAA Rules, Business Associate and Covered Entity agree to be bound by the following terms and conditions.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

#### 1. General Definitions.

The following terms used in this Agreement shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Electronic Protected Health Information, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required by Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

#### 2. Obligations and Activities of Business Associate.

- a. Use and Disclosure. Business Associate agrees not to use or disclose Protected Health Information other than as permitted or required by this BA Agreement or as Required By Law. Business Associate shall comply with the provisions of this BA Agreement relating to privacy and security of Protected Health Information and all present and future provisions of the HIPAA Rules that relate to the privacy and security of Protected Health Information and that are applicable to Covered Entity and/or Business Associate.
- b. Appropriate Safeguards. Business Associate agrees to use appropriate safeguards to prevent the use or disclosure of the Protected Health Information other than as provided for by this BA Agreement. Without limiting the generality of the foregoing sentence, Business Associate will:
  - i. Comply with its administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of Electronic Protected Health Information as required by the HIPAA Rules;
  - ii. Ensure that any agent, including a subcontractor, to whom Business Associate provides Electronic Protected Health Information agrees to implement reasonable and appropriate safeguards to protect Electronic Protected Health Information; and
  - iii. Promptly report to Covered Entity any Security Incident of which Business Associate becomes aware as well as any use or disclosure of Protected Health Information of which it becomes aware not provided for by the BA Agreement. In addition, Business Associate agrees to promptly notify Covered Entity following the discovery of any Breach as required at 45 CFR 164.410.
  - iv. Comply with its Breach notification policy that reasonably and appropriately identifies any potential Breach of the HIPAA Rules by Business Associate and/or to the extent Business Associate has



knowledge of, by Covered Entity, and provides procedure for proper response and notification of any such Breach as required by the HIPAA Rules and any other applicable Federal or State laws.

- c. Mitigation. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate or its employees, officers or agents in violation of the requirements of this BA Agreement (including, without limitation, any Security Incident or Breach of Unsecured Protected Health Information). Business Associate agrees to reasonably cooperate and coordinate with Covered Entity in the investigation of any violation of the requirements of this BA Agreement and/or any Security Incident or Breach. Business Associate shall also reasonably cooperate and coordinate with Covered Entity in the preparation of any reports or notices to the Individual, a regulatory body or any third party required to be made under HIPAA Rules, or any other Federal or State laws, rules or regulations, provided that any such reports or notices shall be subject to the prior written approval of Covered Entity.
- d. Agents. Business Associate shall ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by, Business Associate on behalf of Covered Entity agrees to the same restrictions and conditions that apply through this BA Agreement to Business Associate with respect to such information.
- e. Access to Designated Record Sets. To the extent that Business Associate possesses or maintains Protected Health Information in a Designated Record Set, Business Associate agrees to provide access, at the request of Covered Entity, and in the time and manner designated by the Covered Entity, to Protected Health Information in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under HIPAA Rules. If an Individual makes a request for access to Protected Health Information directly to Business Associate, Business Associate shall notify Covered Entity of the request within three (3) business days of such request and will cooperate with Covered Entity and allow Covered Entity to send the response to the Individual.
- f. Amendments to Designated Record Sets. To the extent that Business Associate possesses or maintains Protected Health Information in a Designated Record Set, Business Associate agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that the Covered Entity directs or agrees to pursuant to HIPAA Rules at the request of Covered Entity or an Individual, and in the time and manner designated by the Covered Entity. If an Individual makes a request for an amendment to Protected Health Information directly to Business Associate, Business Associate shall notify Covered Entity of the request within three business (3) days of such request and will cooperate with Covered Entity and allow Covered Entity to send the response to the Individual.
- g. Access to Books and Records. Business Associate agrees to make its internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of, Covered Entity available to the Covered Entity, or to the Secretary, in a time and manner designated by the Covered Entity or designated by the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule.
- h. Accountings. Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with the HIPAA Rules.
- i. Requests for Accountings. Business Associate agrees to provide to Covered Entity or an Individual, in the time and manner designated by the Covered Entity, information collected in accordance with this BA Agreement, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with the HIPAA Rules. If an Individual makes a request for an accounting directly to Business Associate, Business Associate shall notify Covered Entity of

the request within three business (3) days of such request and will cooperate with Covered Entity and allow Covered Entity to send the response to the Individual.

**3. Permitted Uses and Disclosures by Business Associate.**

- a. Required For Provision of Services. Except as otherwise limited in this BA Agreement, Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Covered Entity as reasonably required in performing its services to Covered Entity, provided that such use or disclosure would not violate the HIPAA Rules if done by Covered Entity or the minimum necessary policies and procedures of the Covered Entity. To the degree required for provision of services hereunder, Business Associate may de-identify information received from Covered Entity for such purposes as would not violate the HIPAA Rules if done by Covered Entity or the minimum necessary policies and procedures of the Covered Entity.
- b. Use for Administration of Business Associate. Except as otherwise limited in this BA Agreement, Business Associate may use Protected Health Information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.
- c. Disclosure for Administration of Business Associate. Except as otherwise limited in this BA Agreement, Business Associate may make uses and disclosures and requests for Protected Health Information for the proper management and administration of the Business Associate, provided that (i) disclosures are Required by Law, (ii) disclosures are consistent with the Covered Entity's minimum necessary policies and procedures, or (iii) Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

**4. Covered Entity Notification of Privacy Practices and Restrictions.**

- a. Limitation(s) in Privacy Policies. Covered Entity shall notify Business Associates of any limitation(s) in its notice of privacy practices, to the extent that any such limitation may affect Business Associate's uses or disclosure of Protected Health Information.
- b. Changes/Revocation of Permission. Covered Entity shall notify Business Associate of any changes in, or revocation of, the permission by an Individual to use or disclose Protected Health Information, to the extent that such changes may affect Business Associate's use or disclosure of protected health information.
- c. Restriction of Protected Health Information. Covered Entity shall notify Business Associate of any restriction on the use or disclosure of protected health information that covered entity has agreed to or is required to abide by under the HIPAA Rules, to the extent that such restriction may affect Business Associate's use or disclosure of protected health information.

**5. Permissible Requests by Covered Entity.** Except as otherwise Required by Law or set forth herein, Covered Entity shall not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the HIPAA Rules if done by Covered Entity.

**6. Term and Termination.**

- a. Term. This BA Agreement shall be effective as of the date of this BA Agreement and shall terminate upon the effective date of Termination for Cause.
- b. Termination for Cause. Business Associate authorizes termination of this Agreement by Covered Entity, if Covered Entity determines Business Associate has violated a material term of the BA Agreement and

Business Associate has not cured the breach or ended the violation within the time specified by covered entity.

- c. **Obligations of Business Associate Upon Termination.** Upon termination of this BA Agreement for any reason, Business Associate, with respect to Protected Health Information received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity, shall:
- i. Retain only that Protected Health Information which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities;
  - ii. Return to Covered Entity, or, if agreed to by Covered Entity, destroy, the remaining Protected Health Information that the Business Associate still maintains in any form;
  - iii. Continue to use appropriate safeguards and comply the HIPAA Rules with respect to Electronic Protected Health Information to prevent use or disclosure of the Protected Health Information, other than as provided for in this Section, for as long as Business Associate retains the Protected Health Information;
  - iv. Not use or disclose the Protected Health Information retained by Business Associate other than for the purposes for which such Protected Health Information was retained and subject to the same conditions set out in Section 3 which applied prior to termination; and
  - v. Return to covered entity, or, if agreed to by covered entity, destroy the Protected Health Information retained by Business Associate when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities.
- d. **Survival.** The obligations of Business Associate under this Section 6 shall survive the termination of this BA Agreement.

7. **Indemnity.** Covered Entity agrees to indemnify, defend and hold harmless Business Associate and its employees, directors/trustees, members, professional staff, representatives and agents (collectively, the "Indemnitees") from and against any and all claims (whether in law or in equity), obligations, actions, causes of action, suits, debts, judgments, losses, fines, penalties, damages, expenses (including attorney's fees), liabilities, lawsuits or costs incurred by the Indemnities which arise or result from a breach of the terms and conditions of this BA Agreement or a violation of the HIPAA Rules by Covered Entity or its employees or agents. Covered Entity's indemnification obligations hereunder shall not be subject to any limitations of liability or remedies in the Service Agreement.
8. **Compliance with HIPAA Transaction Standards.** When providing its services and/or products, Covered Entity shall comply with all applicable HIPAA Rules standards and requirements with respect to the transmission of Electronic Protected Health Information in connection with any transaction for which the Secretary has adopted a standard under HIPAA ("Covered Transactions"). Covered Entity represents and warrants that it is aware of all current HIPAA standards and requirements regarding Covered Transactions, and Covered Entity shall comply with any modifications to the HIPAA Rules which may become effective from time to time. Covered Entity agrees that such compliance shall be at its sole cost and expense, which expense shall not be passed on to Business Associate in any form, including, but not limited to, increased fees. Covered Entity shall require all of its agents and subcontractors (if any) who assist Covered Entity in providing its services and/or products to comply with the terms of this Section 8.
9. **Miscellaneous.**
- a. **Regulatory References.** A reference in this BA Agreement to a section in the HIPAA Rules means the section as in effect or as amended or modified from time to time, including any corresponding provisions of subsequent superseding laws or regulations.

- b. Amendment. The Parties agree to take such action as is necessary to this BA Agreement from time to time as is necessary for Covered Entity to comply with the requirements of the HIPAA Rules and any other applicable law.
- c. Interpretation. Any ambiguity in this Agreement shall be resolved to permit Covered Entity to comply with the HIPAA Rules.
- d. Miscellaneous. This BA Agreement shall be governed by, and construed in accordance with the laws of the State of Iowa, exclusive of conflict of law rules. Each party to this BA Agreement hereby agrees and consents that any legal action or proceeding with respect to this BA Agreement shall only be brought in the courts of the state where the Business Associate is located in the county where the Business Associate is located. This BA Agreement constitutes the entire agreement between the parties with respect to the subject matter contained herein, and this BA Agreement supersedes and replaces any former business associate agreement or addendum entered into by the parties. This BA Agreement may be executed in counterparts, each of which when taken together shall constitute one original. Any PDF or facsimile signatures to this BA Agreement shall be deemed original signatures to this BA Agreement. No amendments or modifications to the BA Agreement shall be effected unless executed by both parties in writing.

IN WITNESS WHEREOF, the parties have executed this BA Agreement as of the date set forth above.

Covered Entity

Business Associate

**City of Clive**

**PCC Inc. An Ambulance Billing Service**

By: \_\_\_\_\_

By: \_\_\_\_\_

Sign: \_\_\_\_\_

Sign: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

RESOLUTION NO. \_\_\_\_\_

Resolution Approving Service Agreement with Physicians Claims Company (PCC) and the City  
of Clive

WHEREAS, the City of Clive (the "City") desires to enter into an Agreement  
("Agreement"), between the City of Clive and Physicians Claims Company (PCC) for EMS billing  
services

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

That the City approves the Agreement between Physicians Claims Company (PCC)  
and the City of Clive for EMS billing services

PASSED AND APPROVED THIS 25th day of September 2025.

By: \_\_\_\_\_  
John Edwards, Mayor

ATTEST:

By: \_\_\_\_\_  
Matthew Graham, City Clerk



## Memo

**TO:** Mayor and Council members

**FROM:** Richard Brown, Leisure Services Director

**DATE:** September 25, 2025

**RE:** Resolution Approving Submission of Bravo Public Art Grant for Temporary Art Installation - The Listening Field

### SYNOPSIS:

Staff requests authorization to submit an application to the Bravo Public Art Grant Program. The grant is planned to be in the amount of \$11,200 with a planned \$3,800 city match for a total project cost of \$15,000.

The City is looking to work with artist Annalibera on their interactive installation, Listening Fields. Inspired by the native plants of Iowa, Annalibera has crafted soundscapes that use natural sounds with their own original compositions that honor the ecological and cultural histories of the green spaces we move through.

This installation is part of a wider public art project in Central Iowa called Declarations that celebrates the region. Given the popularity of the Greenbelt Trail and its connectedness to the rest of the trail system of central Iowa, a self-guided installation will let a large population of people from a variety of backgrounds access the art during a time that is convenient for them.

The installation will be at seven places along the Greenbelt Trail that will be as evenly spaced as possible while meeting the criteria for natural space set by the author. As recordings will be specialized by location, the artist will have final say but were initially suggested by Parks management staff based on proximity to trailheads as well as diversity of environment including consideration for including places with water, prairie and woods as well as the popularity of the location.

It is intended that the Listening Fields will take place of the annual Art Along the Trail exhibition in 2026.

### Attachments:

1. The Listening Field - Bravo 2026 - DRAFT
2. Resolution for Submission of Bravo Public Art Grant for 2026

# Application: City of Clive

Tiffany Belieu - tbelieu@cityofclive.com  
Public Art Grant

## Summary

ID: GC26-0000000047

## GC26 Public Art Grant Application

In Progress - Last edited: Sep 17 2025

## GC26 Public Art Grant Application

**Instructions:** Please answer questions with clear and compelling details so that someone without knowledge of the community can understand how this project will impact the city and/or region.

Responses will be scored using the following scale:

| Weak                                                                                | Fair                                                                           | Good                                                                              | Strong                                                                       | Exceptional                                                                        |
|-------------------------------------------------------------------------------------|--------------------------------------------------------------------------------|-----------------------------------------------------------------------------------|------------------------------------------------------------------------------|------------------------------------------------------------------------------------|
| Applicant has provided <u>insufficient</u> evidence to demonstrate criteria are met | Applicant has provided <u>limited</u> evidence to demonstrate criteria are met | Applicant has provided <u>sufficient</u> evidence to demonstrate criteria are met | Applicant has provided <u>clear</u> evidence to demonstrate criteria are met | Applicant has provided <u>substantial</u> evidence to demonstrate criteria are met |

## GENERAL INFORMATION

### Applicant City

City of Clive

My city is applying for:

Public Art Project

Project Title

Listening Fields Art Installation

***Applicants may request up to 75% of eligible project or comprehensive public art plan expenses. Prior to submitting a grant request amount, please review both eligible and ineligible expenses listed in the [Public Art Grant Guidelines](#).***

|                                                |        |
|------------------------------------------------|--------|
| Grant Request                                  | 11,200 |
| Total Project Cost                             | 15,000 |
| Funds Secured To-Date (do not include in-kind) | 3,800  |

# PUBLIC ART PROJECT

Briefly describe the proposed project.

150 words

The City of Clive is looking to work with artist Annalibera on their interactive installation, Listening Fields. Inspired by the native plants of Iowa, Annalibera has crafted soundscapes that use natural sounds with their own original compositions that honor the ecological and cultural histories of the green spaces we move through. This installation is part of a wider public art project in Central Iowa called Declarations that celebrates the region. Given the popularity of the Greenbelt Trail and its connectedness to the rest of the trail system of central Iowa, a self-guided installation will let a large population of people from a variety of backgrounds access the art during a time that is convenient for them.



**Identify the location for the public art project. Explain why the location was selected and how city departments were involved in the location selection (i.e. engineering, site preparation, etc.). If the location is unknown, please describe how a location will be chosen and who will be a part of the selection process.**

*300 words*

The installation will be at seven places along the Greenbelt Trail that will be as evenly spaced as possible while meeting the criteria for natural space set by the author. As recordings will be specialized by location, the artist will have final say but were initially suggested by Parks management staff based on proximity to trailheads as well as diversity of environment including consideration for including places with water, prairie and woods as well as the popularity of the location. The Greenbelt trail connects to the greater trail system of central Iowa, making it a popular outdoor location that is used daily for leisure as well as travelling.

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**Does the city have a comprehensive public art plan?**

Yes

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**Please upload a pdf of the public art plan.**

*PDF only*

[MASTER PLAN 2018-Resized.pdf](#)

**Filename:** MASTER PLAN 2018-Resized.pdf **Size:** 5.4 MB

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## How is this project aligned with the city's comprehensive public art plan?

*200 words*

When the Public Art Master Plan was reconceived in 2018 with the help of an expert from Iowa State, a point was made to place community and participation at the center of public art in Clive. The piece A Listening Field encourages citizens and visitors to interact driven by their own curiosity and available on their own timeline. While the piece has plans to incorporate artist-lead group activities, it isn't required for the connection-minded aspects of the piece as it is initiated by the visitor to the piece. The piece is also based in nature combined with performance and music, a place recommended to increase by the master plan and set in one of the four recommended zones, trails, parks and greenspaces.

---

## How will the project generate more artistic expression and contribute to the uniqueness of the community?

*300 words*

Clive is celebrated for its natural spaces housed in a urban landscape, it is kept and upheld as an area of connection, recreation and escape. This installation celebrates the sanctity of these spaces and encourages exploration of their importance in a novel and engaging way. Because the space is free and open to the public daily from 5 a.m. to 10 p.m. and has connections across the city that are easy to arrive at without a car, there are few barriers to visiting the space. Accessibility and interaction with art can be the key that opens up a world of inspiration. The artist Annalibera also has plans for events at the space, including encouraging visitors to create their own recordings that can then be added to the soundscapes they create.

Describe expected maintenance of the new public art piece and who is responsible for maintenance and oversight. Please include if the artist will provide maintenance details and how maintenance will be funded for sustainability.

300 words

As the piece is generated and maintained on an offsite digital platform the artist would hold sole responsibility for maintenance at the direction of staff who will receive any reports of issues from visitors. Any issues with the sites themselves are the responsibility of the City and shall be upkept in accordance with City ordinances and policies, this cost will not be included in the art as it is a required maintenance of the greenspaces of Clive at all times. The general cost of the corrections on the digital end, or of the signage that is directional for accessing and interacting with the piece, the cost of which is included in the proposal. All art pieces installed in Clive are insured by the City while they are under its care and cover costs of issues caused by natural damage and potential issues such as vandalism.

## UPLOADS

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### Images (if available)

Up to three (3) images for the project. These can be artist's renderings, sketches, photos of the site or equipment or stock photos of the materials to be used. Make the images compelling and part of the case for funding. Although specific artist renderings of the final installation are not required, applications that create a clear and compelling picture of the planned public art generally perform better.

[The Listening Field - Concept Photo 1 - Clive.jpg](#)

**Filename:** The Listening Field - Concept Photo 1 - Clive.jpg **Size:** 60.1 kB

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## Timeline

One-page detailed timeline of major milestones for the project. Use specific dates when possible and include milestones already reached. Opportunities for community input and engagement should be included. To ensure project dates align with the GC26 Public Art Grant, please review the timeline in the [Public Art Grant Guidelines](#).

[The Listening Fields - Timeline - Clive.pdf](#)

**Filename:** The Listening Fields - Timeline - Clive.pdf **Size:** 91.2 kB

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## Project Budget

A one-page budget that details the costs to fully complete the project. Clearly identify any expenses already incurred. Public art expenses must be clearly separated from other, non-public art-related expenses and fees paid to artists should be clearly called out. Include the date on which the budget was last updated. *PDF only*.

[The Listening Field - Budget - Clive.pdf](#)

**Filename:** The Listening Field - Budget - Clive.pdf **Size:** 49.3 kB

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## Fundraising

List of all confirmed, pending and potential/prospect sources (cash, pledges and in-kind) of funding to complete the project. Include the donor/source name, amount of funding and date of donation/funding decision. Label donations that are in-kind. *PDF only*.

[The Listening Field - Fundraising - Clive.pdf](#)

**Filename:** The Listening Field - Fundraising - Clive.pdf **Size:** 47.5 kB

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**Describe how the project budget was determined. Identify any artist and/or consultant who contributed to the project estimates and include the date when the budget was last updated.**

*300 words*

The City of Clive worked with Teva Dawson of Group Creatives to identify a good project and artist that works with the mission of public art in Clive. The piece The Listening Field by artist Annalibera was recommended as a good fit to align with Clive's nature-focused, trail adjacent spaces. The artist outlined the cost of the project, setting the budget for the completion from conception to deinstallation.

**Other than fundraising, what are the anticipated challenges with completing the project and how will you overcome those obstacles?**

*300 words*

The only obstacle foreseen with the project is, as a park and trail space, the Greenbelt has informational signs posted. If you are a frequent visitor you may miss the signs for this installation. The City plans to work with the artist considering this issue in particular, with signage being highly noticeable and different than what we would post as the City. Additionally, marketing and events around this installation so people are sure how it works, where to find the spaces and how to interact.

## ENGAGEMENT AND IMPACT

**Please describe the artist selection process and note whether any local artists are participating in the project.**

*300 words*

Staff worked with Group Creative Services to select an artist that was part of the larger Declarations installation going up in central Iowa. Keeping in mind our other art projects that live along the trail and how big of an attraction the Greenbelt is, we knew the best match for us would be someone who worked with nature and was willing to create community programming around their piece. We were matched with Annalibera based on her proposal not only inspired by nature but designed to inspire visits to our parks and trails. Annalibera is local to the metro, residing in Des Moines.

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**How will residents of the community play a meaningful role in the creation and implementation of the project? Please be as detailed as possible about how you will reach and include a wide range of resident voices, especially those traditionally underrepresented in public input processes.**

*300 words*

The artist has worked into their proposal many ways for visitors to integrate with the work, including a portion that will allow visitors to create their own recordings that will then be integrated into the soundscapes. The artists also intends to work with the City to create a program they attend to discuss the piece, creation and to do an activity with visitors. The City intends to work with the artist to provide this program in more than one location so that the accessibility remains open.

**Describe how the project introduces and/or reaches those whose opportunities to experience the arts may be limited by geography, ethnicity, economics or disability.**

*300 words*

The artist intends for a wide range of visitors in groups or alone to have an organic experience with the installation from discovering art in unexpected places to interacting with it while in a natural environment. The entire length of the City is connected by the Greenbelt with entrance points near enough to walk from any residence in Clive. Once upon the trail, it is the intent to have the seven stops placed in such a manner that arriving to the installation by any mode of transportation or any ability, should be able to reach it with convenience. By removing these barriers we hope to provide a way for those who may not be as mobile due to ability or financial reasons to experience the installation and enjoy the wonder of art.

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**Beyond "Every Day, Everywhere Art", please explain how this project advances one or more of the [Regional Cultural Assessment priorities](#).**

*300 words*

The complete Declarations project, of which A Listening Field is part, is designed to attract visitors to central Iowa from the rest of the state as well as those states surrounding. The project includes information on how to visit the area of the installations and how long it will take to explore each one. The whole project can be seen in a weekend and it encourages visitors to come and experience new and exciting art in Iowa, creating a positive economic impact as visitors stay in local hotels, eat at restaurants and engage in entertainment. The group is local creatives, support local artists and their funds and helping to further art by paying for artists to explore, create and encourage these behaviors in those who visit their works.

How will this project create or enhance a meaningful space for the entire community? Please include any future plans to bring the community to the space such as programming or events centered around the public art project and how the artist is contributing to these plans.

300 words

The programming mentioned previously is intended to be free, open to the public and with ease of access like the piece itself. Because those who visit the piece will be able to add pieces to the soundscape, they will feel ownership and bring others back to witness what they have created and hopefully encourage to create their own. Because this installation is going up in a space that is already popular and sees many pedestrians and cyclists, there is the chance for organic growth and spread amongst a built-in users.

- I understand recipients of a GC26 Public Art Grant award will be required to sign and submit a Grant Agreement by 3:00 p.m. on January 30, 2026. Public Art Grant award payments will not be released until the Grant Agreement is signed.
- I acknowledge that I have read and understand the application materials and grant guidelines.
- I certify that all representations and statements made or furnished in connection with this application are true and correct in all material respects, and that the organization can supply reasonable documentation if requested.
- I certify that financials are true and do not include any ineligible expenses.
- I am authorized to sign and submit this application on behalf of my organization. (Only people designated as Owners in SurveyMonkey Apply may submit the final application. Contact [grants@bravogreaterdesmoines.org](mailto:grants@bravogreaterdesmoines.org) to request a change in status from Collaborator to Owner).

*Use your mouse to electronically sign on the line.*



**YOU ARE NOT DONE UNTIL YOU FULLY SUBMIT THE APPLICATION ON THE FINAL PAGE!**

**PLEASE FOLLOW THESE INSTRUCTIONS TO SUBMIT YOUR APPLICATION**



1. Click "Mark As Complete" below.
2. On the left side of the following page, all required tasks are shown. Once the task is complete, it will be shown with a green check mark. Click on the task to complete if you do not see the green check mark.
3. If you would like to review any task, please click the black "Review" button on the left side.
4. If you would like to "Edit" your task, click the 3 dots in the right-hand corner and select "Edit."
5. You can also download your application by clicking these same three dots and selecting, "Download."
6. When you are ready, click the green "Submit" button on the left side.
7. Select "Submit" again and confirm your selection. Once this is done, no changes can be made.
8. Your application has been submitted when you receive a response that says "Application Submitted" with a checkmark in a green dot and a thank you. If you have any questions or issues, please reach out to Bravo staff as soon as you can. Please call [515-243-0388](tel:515-243-0388) or email [grants@bravogreaterdesmoines.org](mailto:grants@bravogreaterdesmoines.org)

## Project Budget

The entirety of the \$15,000 budget for this piece will go to the artist as they will then use the funds to create the rest of the items needed for the project including subscriptions to music hosting sites to house the soundscapes, the signage from which visitors can access the soundscapes, and costs associated with hosting a programming for the piece. Beyond these costs other upkeep issues with the site (mowing, landscaping, maintenance) is covered by City funds associated with these activities normally and are already covered.

## **Timeline**

### **October 2025**

Visit proposed locations to ensure adaptability and appropriateness to the project.

### **November 2025 – December 2025**

Discuss with the artist their plans for each specific stop, noting any necessary accommodations and making appropriate changes.

### **January – April 2026**

Set up monthly meetings (virtual or in-person) to ensure the artist has what they need from staff during the creation process.

### **February – March 2026**

When weather is appropriate, visit sites to set up for any environmental needs that have arisen, including mowing and landscaping.

Begin community campaign including social media, media contacts and in-person efforts for awareness of the upcoming installation.

### **April 2026**

Site plan with artist, including needs for signage and its placement.

### **May 2026**

Art Installation

### **June – July 2026**

Community program yet to be determined by the artist and staff.

### **August 2026**

Deinstallation



# CITY OF CLIVE

# PUBLIC ART MASTER PLAN

# 2018



Figure 1: Broken Compass by Anna Modeland

## Fundraising

The City has only applied to Bravo for this project. The City of Clive will endeavor to secure future funding as it becomes possible, funding any uncovered monies of the \$15,000 budget from the City's public arts budget.

RESOLUTION APPROVING SUBMISSION OF BRAVO PUBLIC ART GRANT FOR THE  
TEMPORARY ART INSTALLATION OF THE LISTENING FIELD

WHEREAS, the City Council of the City of Clive (the “City”) desires to submit an application for a Bravo Public Art grant relating to funding for a temporary public art installation along the Greenbelt Trail; and

WHEREAS, the Bravo Public Art grant application must be executed on behalf of the City.

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

That the City approves the submission of an application for a Bravo Public Art Grant application with a request in the amount of \$15,000 with a request to cover 75% of the cost for the temporary art installation The Listening Field; the Mayor or his designee is hereby authorized and directed to execute said application on behalf of the City to evidence such approval; and the City staff are authorized to file the grant application with Bravo.

PASSED AND APPROVED this 25<sup>th</sup> day of September, 2025

CITY OF CLIVE, IOWA

By: \_\_\_\_\_  
John Edwards, Mayor

ATTEST:

By: \_\_\_\_\_  
Matthew Graham, City Clerk



## Memo

**TO:** Mayor and Council members

**FROM:** Matthew Graham, City Clerk

**DATE:** September 25, 2025

**RE:** Resolution Approving Nuisance Abatements - 3430 NW 169th Street,  
17827 Creekside Drive, 3949 NW 181st Street - Mowing

### SYNOPSIS:

Whereas the necessary action has been taken to abate public nuisances caused by a dense overgrowth of grasses/weeds, at the properties referenced in Exhibit A. And whereas the City incurred costs for such actions, now therefore staff recommends approval of this resolution to levy assessment for the costs of the public nuisance abatement.

### Attachments:

1. Resolution
2. Exhibit

RESOLUTION NO. \_\_\_\_\_

RESOLUTION LEVYING ASSESSMENTS FOR COSTS OF NUISANCE ABATEMENT  
AND PROVIDING FOR PAYMENT THEREOF

WHEREAS, pursuant to its powers and duties as set out in Chapter 364 of the Code of Iowa, the City of Clive, after the property owner's(s') failure upon being given notice and opportunity to cure, has performed required action to abate the public nuisance under Section 5-6-2(1, H and/or I) of the Clive Code of Ordinances and now seeks, as provided in Section 364.12 of the Code of Iowa, to assess the costs of such action against the property(s) set out on the attached schedule for collection in the same manner as a property tax.

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

1. That the attached schedule is hereby approved and adopted with the amounts shown thereon assessed and levied against such property for collection in the same manner as a property tax.
2. That said assessments may be paid in part or in full at the office of the Clive City Clerk, without interest, within thirty (30) days after the first publication of the Notice to Property Owner of Filing of the Schedule of Assessments. Any unpaid balance after that period shall be certified to the County Treasurer to be collected in the same manner as a property tax, in one installment, due on July 1, \_\_\_\_\_.
3. That the City Clerk be and is hereby directed to certify said schedule to the County Treasurer, and to publish notice of said certification once each week for two consecutive weeks in a newspaper printed wholly in the English language, published in Clive, Iowa, and of general circulation in Clive, Iowa, the first publication of said notice to be made within fifteen (15) days from the approval of this resolution by the Clive City Council, and the City Clerk shall send by regular mail to the property owner whose property is subject to assessment a copy of said notice, said mailing to be on or before the date of the second publication of the notice, all as provided and directed by Section 384.60 of the Code of Iowa.

PASSED AND APPROVED this \_\_\_\_ day of \_\_\_\_\_, 2025.

By: \_\_\_\_\_  
John Edwards, Mayor

ATTEST:

\_\_\_\_\_  
Matthew D. Graham, City Clerk



**City of Clive  
Assessment Schedule  
Dallas County**

[illegible]



## Memo

**TO:** Mayor and Council members

**FROM:** Kelly Rivera, Administrative Specialist

**DATE:** September 25, 2025

**RE:** Receive and File Board of Adjustment Minutes 07/15/2025

### **SYNOPSIS:**

The attached minutes were approved at the most recent BOA meeting. Staff request that the minutes be received and filed.

Should you have any questions, please contact me at (515) 223-6221 or at [krivera@cityofclive.com](mailto:krivera@cityofclive.com).

### Attachments:

1. BOA Minutes 07152025

## **BOARD OF ADJUSTMENT MINUTES**

### **July 15, 2025**

This meeting was held in the Public Safety Training Room. Public access was provided in-person at City Hall and via Zoom. Information on how to access via Zoom was provided on the city's website and on the agenda. The recording of the meeting is available on the city's website at:

[https://www.cityofclive.com/boards\\_and\\_commissions/board\\_of\\_adjustment.php](https://www.cityofclive.com/boards_and_commissions/board_of_adjustment.php)

**FORTE CALLED THE MEETING TO ORDER AT 5:30 P.M.**

**PRESENT: ROSIE FITZGERALD, PATRICIA HEMPHILL, ROBERT FORTE**

**ABSENT: TERRY BROWN**

**STAFF: GRUTZMACHER, PURVIS, RIVERA**

**MOTION WAS MADE BY HEMPHILL, SECONDED BY FITZGERALD to approve the January 21, 2025 minutes**

**VOTE: YES – UNANIMOUS**

#### **2025 Legislative Updates**

Amanda Grutzmacher, Senior Planner, went over the 2025 Legislative updates affecting Board of Adjustment cases and training required for newly appointed board members (all newly elected or appointed public officials).

#### **Case #SU25-000001: 1500 NW 118<sup>th</sup> ST – Apiary Schools**

The case was continued at the January 21, 2025, meeting to allow the applicant to provide a traffic study; however, they have decided to withdraw their Special Use request. Staff recommended the Board receive and file the applicant's withdrawal.

#### **Case #SU25-000002: 1400 NW 100<sup>th</sup> ST – Salvation Army Church**

The applicant requested approval of a Special Use Permit to allow for a religious institution located at 1400 NW 100<sup>th</sup> ST to operate outside of the current office hours.

Currently the building is used for the Salvation Army offices. Allowing the additional church use will not create parking burdens, diminish property values, etc. To allow growth of the church, staff suggested allowing up to 3,200 sf, the maximum area currently in conformance with on-site parking requirements, to operate as a religious institution.

**MOTION WAS MADE BY HEMPHILL, SECONDED BY FITZGERALD to grant a Special Use Permit for Case #SU25-000002: 1400 NW 100<sup>th</sup> ST – Salvation Army Church**

**VOTE: YES – UNANIMOUS**

**Case #BOA25-000001: 9051 Swanson BLVD – Calvary Chapel Living Hope**

The applicant requested a variance to allow a reduction in the number of required parking spaces for a church.

The applicant entered into a purchase agreement for the former Big Brothers/Big Sisters building but has inadequate parking to allow for the religious institution. Calvary Chapel Living Hope has a draft agreement with the property to the west to allow overflow parking at 9083 Swanson BLVD. There are 20 parking spaces on the subject property and 35 spaces are required for the proposed church use. The agreement would provide an additional 20 spaces for parking, bringing the total available parking to 40 spaces.

Edward and Suzanne Walters, 8925 Luin Drive, raised concern about traffic accidents due to the “blind driveway” on 9051 Swanson in combination with speeding vehicles and the historically low traffic volumes at the subject property. Ann Koontz, daughter of Edward and Suzanne Walters, also spoke to her parents’ concerns and suggested additional signage to warn drivers on Swanson BLVD of the potential for exiting vehicles. Amanda Grutzmacher, Senior Planner, advised the driveway location is an existing condition that cannot feasibly be changed and is not directly related to the request for approval of an off-site parking agreement. Grutzmacher further stated staff would review motor vehicle incidents in the vicinity and consider whether any additional signage is necessary.

**MOTION WAS MADE BY HEMPHILL, SECONDED BY FITZGERALD to grant the parking variance to 9051 Swanson BLVD – Calvary Chapel Living Hope based on the execution and maintenance of a parking agreement with the owner of 9083 Swanson BLVD.**

**VOTE: YES – UNANIMOUS**

Being no further business before the Board, the meeting was adjourned at 6:13 pm.





## Memo

**TO:** Mayor and Council members

**FROM:** Kelly Rivera, Administrative Specialist

**DATE:** September 25, 2025

**RE:** Receive and File Building Code Appeals Board Meeting Minutes  
06/19/2025

### SYNOPSIS:

The attached minutes were approved at the most recent BCAB meeting. Staff request that the minutes be received and filed. This board only meets when required, thus the significant time lapse for minutes approval.

Should you have any questions, please contact me at (515) 223-6221 or at [krivera@cityofclive.com](mailto:krivera@cityofclive.com).

### Attachments:

1. BCAB Minutes 06\_19\_2025

## **BUILDING CODE APPEALS BOARD MEETING MINUTES**

### **June 19, 2025**

This meeting was held in the Clive Northwest Conference Room. Public access was provided in-person at City Hall and via Zoom. Information on how to access via Zoom was provided on the city's website and on the agenda. The recording of the meeting is available on the city's website at:

[https://www.cityofclive.com/connect/boards\\_and\\_commissions/building\\_code\\_appeals\\_board.php](https://www.cityofclive.com/connect/boards_and_commissions/building_code_appeals_board.php)

**MUNGER CALLED THE MEETING TO ORDER AT 5:30 P.M.**

**PRESENT: DJ ROETTGER, LINCOLN PEARCE, LADONNA GRATIAS (5:33 p.m.), MARCIA MUNGER,**

**ABSENT: TODD MC GOWAN**

**STAFF: RYAN MAYER, DAN LASS, KELLY 06RIVERA**

**MOTION WAS MADE BY PEARCE, SECONDED BY ROETTGER to approve March 11, 2025 minutes**

**VOTE: YES – UNANIMOUS (Gratias not available for vote)**

### **Accessory Dwelling Unit (ADU) Discussion**

Although staff has been working on an ADU ordinance for quite some time, the governor recently signed a law requiring ADUs be allowed in all municipalities. Staff has worked diligently to update the ordinance that will meet the state's requirements yet preserve the community's character.

#### **ADU Definition:**

- Is subordinate to the principal dwelling,
- can be attached or detached,
- does not have free access to principal dwelling,
- does not have a separate address,
- uses the same metered utility service,
- exterior door not oriented toward the primary front door
- includes sleeping, sanitation and permanent cooking provisions

#### **Some of the provisions in the law:**

- ADU shall be allowed in any residential zoning district,
- a minimum of 1 ADU shall be allowed on the same single-family lot,
- ADU shall not exceed 1,000 sf or 50% of the principal dwelling, whichever is larger,

- cannot have more restrictive requirements for placement or appearance of ADU than imposed on the principal dwelling,
- cannot mandate the appearance of the ADU to match the principal dwelling,
- cannot require owner occupant on-site or restrict ADUs as rental units,
- cannot require additional parking beyond what is required for the principal dwelling,
- cannot require separate services for the utilities

To maintain community character, staff will present some additional requirements to council for approval:

- Occupant load will be the same as for other dwelling units,
- if the ADU is 600 sf or larger, it shall maintain the same setbacks as the primary building (30' or 35' from rear yard and 5'-8' from side yards),
- if the ADU is less than 600 sf, it shall conform to the same setbacks as accessory buildings (a minimum of 5' from side and rear property lines),
- only one door shall be allowed on the front façade,
- shall have a maximum of two kitchens per single dwelling unit,
- shall have no free access to the principal building,
- flood regulations shall apply

#### **Rental Housing Code Update**

The code update is still in progress; however, some needed changes have been identified:

- Provide staff with tools to better address repeat offenders,
- change zoning to only 3 guestrooms that can be rented if owner does not reside in the home and 5 guestrooms if owner-occupied,
- violation classifications will be assigned to allow for up to immediate eviction if the violation is serious enough
- rent abatement – if a unit is unusable due to a needed repair, landlords will be required to refund a portion of the rent

Being no further business before the Board, the meeting was adjourned at 6:53 p.m.





## Memo

**TO:** Mayor and Council members

**FROM:** Kelly Rivera, Administrative Specialist

**DATE:** September 25, 2025

**RE:** Accept corrected Decision & Order for Board of Adjustment Case  
#BOA25-000001 - 9051 Swanson Boulevard - Calvary Chapel Living Hope

### SYNOPSIS:

Attached please find the **corrected** Decision & Order for Board of Adjustment Case #BOA25-000001 - 9051 Swanson Blvd - Calvary Chapel Living Hope, which was originally accepted at the July 24, 2025 council meeting. An error was subsequently discovered, so staff request that City Council accept the corrected document.

Please contact me at (515) 223-6221 or at [krivera@cityofclive.com](mailto:krivera@cityofclive.com) if you have any questions or need additional information prior to the meeting.

### Attachments:

1. Decision and Order 9051 Swanson Blvd





**ZONING BOARD OF ADJUSTMENT  
CITY OF CLIVE, IOWA  
DECISION AND ORDER**

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This Decision and Order of the Board of Adjustment does not constitute approval of any construction. All necessary permits must be obtained before any construction is commenced upon the property. A Certificate of Occupancy must be obtained before any structure is occupied or reoccupied after a change of use. Any conditions allowed by this Decision and Order shall not be commenced or resumed until all the requirements imposed on such use by the Zoning Ordinance and this Order have been satisfied.

The conditions allowed by this Order must commence within 90 days or this Order will be void and of no further force and effect.

---

**CASE NUMBER:** BOA25-000001

**APPLICANT:** Steve Freeman

**PROPERTY:** 9051 SWANSON BLVD

**PUBLIC HEARING:** Jul 15, 2025

**AFFECTED CODE SECTION:** 11-13-8: Number of Parking Spaces Required

**VARIANCE REQUESTED:** We are requesting a variance on the required number of parking spaces for our use of the building as a church. The code requires 35 spaces. With the parking easement agreed upon with our neighbor to the west, we would be able to get to 40 spaces.

**FINDINGS OF FACT**

Testimony was taken at the public hearing at 8800 Hickman Road, Clive, Iowa on Jul 15, 2025. At that hearing, Amanda Grutzmacher, Senior Planner, represented the City of Clive. James Carlton was present on behalf of the applicant.

The following information was presented at the hearing:

1. The subject property is located at 9051 Swanson Boulevard, legally described as Lot 1, Westtown Industrial Park, in a M-1 Light Industrial Zoning District.
2. At the time of the public hearing and deliberation by the Board, the subject property was owned by Big Brothers Big Sisters of Central Iowa, Inc.

3. At the time of the public hearing and deliberation by the Board, the applicant had entered into a purchase agreement for the subject property.
4. The subject property is an irregular shaped lot and was platted in conformance with the City of Clive's Subdivision Regulations.
5. Clive City Code Section 11-10-2 Principal Permitted Uses states religious institutions are Permitted in M-1 Districts.
6. Clive City Code Section 11-13-8 states required parking for religious organizations where an auditorium with fixed seats is not involved is calculated as 10 spaces per 1,000 square feet of gross floor area.
7. The existing building is 4,144 square feet, including a 700 square foot interior garage space.
8. The required parking for a religious institution in the existing building is 35 parking spaces.
9. The subject property can provide a maximum of 20 parking spaces, including the interior garage space.
10. The applicant is requesting a variance to utilize an off-site parking agreement with the adjacent property to provide a portion of the required parking. Under the proposed parking agreement, a total of 40 parking spaces will be available for use by the proposed religious institution.
11. If the variance is not granted, the size of the building under the current parking ordinance would restrict the full use of the building as a religious institution based on the available parking on site. Only permitted uses requiring 4 or fewer parking spaces per 1,000 square feet of gross floor area would be able to utilize the property.
12. The property is unique due to the irregular shape of the lot. Due to the triangular shape, the easternmost approximately 100 feet of the lot is unusable for any improvements to the property. The property has provided the maximum amount of parking feasible while maintaining safe vehicular movements and meeting all other zoning requirements related to parking space size, layout, and setbacks.
13. The subject property is unable to construct additional parking on-site due to the layout of the existing improvements, even though there is an excess of required open space.
14. The applicant states "the parking available at our neighbor's lot is closely aligned. Both provide direct access to the building, either via a short walk on the sidewalk or a short walk across the grass."
15. The applicant states granting the "variance is consistent with the spirit and intent of the Zoning Ordinance because it helps provide adequate and safe parking access for attendees to the property."
16. There are no viable alternatives that allow use of the property as requested. Additional parking cannot be accommodated on-site.
17. The 2025 Iowa Legislative session passed HF652 which adds a standard of "practical difficulty" for dimensional variances. The variance application has not been updated to reflect the change in state law and still refers to "unnecessary hardship"; however, the new standard shall be used in determining if the variance should be approved.

## **DECISION AND ORDER**

Based upon this information and its interpretation of the cited code provisions, the general sentiment of the Board is that:

1. The subject property **DOES** have unique physical characteristics.
2. The hardship stated above **IS NOT** self-imposed.
3. The hardship stated above **IS NOT** based solely on property value or other financial considerations.
4. The granting of the variance **IS** necessary for the reasonable use of land for a permitted use in the property's zoning district designation.
5. The granting of the variance **IS** in harmony with the general purpose and intent of Title 11 Zoning Regulations of the City of Clive Code of Ordinances.
6. The granting of the variance **WILL NOT** be injurious to the neighborhood or otherwise detrimental to the public welfare.
7. The variance requested **IS** the minimum variance that will accomplish this purpose. If the variance requested is not the minimum required, a lesser variance may still be approved.

IT IS THEREFORE RESOLVED BY THE BOARD that the requested variance from Section **11-13-8** of the Clive Zoning Ordinance for the above-described property for Case # BOA25-000001 - 9051 SWANSON BLVD is:

\_\_\_\_\_ DENIED

\_\_\_\_\_ GRANTED AS REQUESTED

  X   GRANTED AS FOLLOWS:

Subject to execution and recording of the proposed parking agreement. A recorded copy of the agreement shall be provided to the City.

Signed and entered into record on the 15th day of July, 2025.



Robert Forte, Chair



Kelly Rivera, Secretary



## Memo

**TO:** Mayor and Council members

**FROM:** Amanda Grutzmacher, Senior Planner

**DATE:** September 25, 2025

**RE:** Resolution Setting a Date (10/09/2025, 6:00 p.m.) of Meeting at Which it is Proposed to Approve a Development Agreement with Dehner Distillery, LLC, Including Annual Appropriation Tax Increment Payments

### SYNOPSIS:

Following approval of the Urban Renewal Plan Amendment and TIF ordinance approval, the City can consider the development agreement related to tax rebate payments for Dehner Distillery. Staff recommends approval of the resolution setting the date of meeting for October 9, 2025.

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

### Attachments:

1. Resolution-DA

SET DATE FOR HEARING ON  
DEVELOPMENT AGREEMENT AND  
TAX INCREMENT PAYMENTS

(DEHNER DISTILLERY, LLC)

421346-95

Clive, Iowa

September 25, 2025

A meeting of the City Council of the City of Clive, Iowa, was held at \_\_:\_\_\_ p.m., on September 25, 2025, at the \_\_\_\_\_, Clive, Iowa, pursuant to the rules of the Council. The Mayor presided and the roll was called, showing members present and absent as follows:

Present: \_\_\_\_\_

Absent: \_\_\_\_\_.

Council Member \_\_\_\_\_ introduced the resolution next hereinafter set out and moved its adoption, seconded by Council Member \_\_\_\_\_; and after due consideration thereof by the Council, the Mayor put the question upon the adoption of said resolution, and the roll being called, the following named Council Members voted:

Ayes: \_\_\_\_\_

Nays: \_\_\_\_\_.

Whereupon, the Mayor declared said resolution duly adopted, as follows:

RESOLUTION NO. \_\_\_\_\_

Resolution Setting a Date of Meeting at Which it is Proposed to Approve a Development Agreement with Dehner Distillery, LLC, Including Annual Appropriation Tax Increment Payments

WHEREAS, the City of Clive, Iowa (the “City”), pursuant to and in strict compliance with all laws applicable to the City, and in particular the provisions of Chapter 403 of the Code of Iowa, has adopted an Urban Renewal Plan for the Clive Urban Renewal Area (the “Urban Renewal Area”); and

WHEREAS, this City Council has adopted certain ordinances providing for the division of taxes levied on taxable property in the Urban Renewal Area pursuant to Section 403.19 of the Code of Iowa and establishing the fund referred to in Subsection 2 of Section 403.19 of the Code of Iowa, which fund and the portion of taxes referred to in that subsection may be irrevocably pledged by the City for the payment of the principal of and interest on indebtedness incurred under the authority of Section 403.9 of the Code of Iowa to finance or refinance in whole or in part projects in the Urban Renewal Area; and

WHEREAS, the City proposes to enter into an agreement (the “Development Agreement”) with Dehner Distillery, LLC (the “Company”) in connection with the construction by the Company of a new distillery and related facilities in the Urban Renewal Area; and

WHEREAS, under the Development Agreement the City would provide financial incentives to the Company in the form of annual appropriation incremental property tax payments (the “Payments”) in an amount not to exceed \$585,573 under the authority of Section 403.9(1) of the Code of Iowa; and

WHEREAS, it is necessary to set a date for a public hearing on the Development Agreement, pursuant to Section 403.9 of the Code of Iowa;

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

Section 1. This Council shall meet on October 9, 2025, at \_\_:\_\_\_\_ p.m., at the \_\_\_\_\_, in the City, at which time and place proceedings will be instituted and action taken to approve the Development Agreement and to authorize the Payments.

Section 2. The City Clerk is hereby directed to give notice of the proposed action, the time when and place where said meeting will be held, by publication at least once not less than four days and not more than twenty days before the date of said meeting in a legal newspaper of general circulation in the City. Said notice shall be in substantially the following form:

NOTICE OF MEETING FOR APPROVAL OF DEVELOPMENT AGREEMENT  
WITH DEHNER DISTILLERY, LLC AND AUTHORIZATION OF ANNUAL  
APPROPRIATION TAX INCREMENT PAYMENTS

The City Council of the City of Clive, Iowa, will meet at the \_\_\_\_\_, on October 9, 2025, at \_\_:\_\_\_\_ p.m., at which time and place proceedings will be instituted and action taken to approve a Development Agreement between the City and Dehner Distillery, LLC (the “Company”) in connection with the construction by the Company of a new distillery and related facilities in the Clive Urban Renewal Area, which Agreement provides for certain financial incentives in the form of annual appropriation incremental property tax payments in an amount not to exceed \$585,573 under the authority of Section 403.9(1) of the Code of Iowa.

The commitment of the City to make annual appropriation incremental property tax payments to the Company under the Development Agreement will not be a general obligation of the City, but such payments will be payable solely and only from incremental property tax revenues generated within the Clive Urban Renewal Area. Payments under the Development Agreement will be subject to annual appropriation by the City Council.

At the meeting, the City Council will receive oral or written objections from any resident or property owner of the City. Thereafter, the City Council may, at the meeting or at an adjournment thereof, take additional action to approve the Development Agreement or may abandon the proposal.

This notice is given by order of the City Council of Clive, Iowa, in accordance with Section 403.9 of the Code of Iowa.

Matthew Graham  
City Clerk

Section 3. All resolutions or parts of resolutions in conflict herewith are hereby repealed.

Passed and approved September 25, 2025.

---

Mayor

Attest:

---

City Clerk

• • • •

On motion and vote the meeting adjourned.

---

Mayor

Attest:

---

City Clerk



STATE OF IOWA  
POLK COUNTY  
CITY OF CLIVE

SS:

I, the undersigned, City Clerk of the City of Clive, hereby certify that the foregoing is a true and correct copy of the minutes of the Council of the City relating to the adoption of a resolution to fix a date of meeting at which it is proposed to take action to approve a Development Agreement.

I do further certify that the notice of hearing, to which the printed slip attached to the publisher's original affidavit hereto attached is a true and complete copy, was published on the date and in the newspaper specified in such affidavit, which newspaper has a general circulation in the City.

WITNESS MY HAND this \_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
City Clerk

**(Attach here the publisher's original affidavit with clipping of the notice as published.)**

**(PLEASE NOTE: Do not sign and date this certificate until you have checked a copy of the published notice and have verified that it was published on the date indicated in the publisher's affidavit.)**



## Memo

**TO:** Mayor and Council members

**FROM:** Mela Nisic, Human Resources Specialist

**DATE:** September 25, 2025

**RE:** Approve Pay Rate - Jamie Miller - Community Development  
Administrative Specialist - \$32.15/Hr - Effective 10/08/25

### SYNOPSIS:

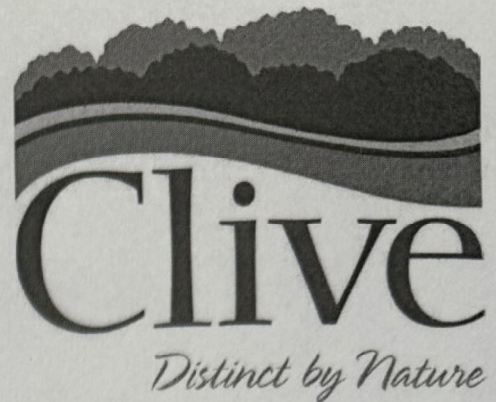
Jamie Miller brings over 12 years of office management experience within Johnson County's Planning, Development, and Sustainability Department, as well as two electrical firms. Jamie's expertise spans full-cycle construction project management, including bidding, permitting, procurement, inspections, and closeout documentation for contracts ranging from modest to multimillion-dollar scopes. With a strong background in payroll and financial account management, Jamie expresses enthusiasm for supporting planning and zoning initiatives and is committed to pursuing additional certifications to enhance the operations of the Community Development department. Staff is excited to welcome Jamie to the team.

### Attachments:

1. Miller Offer
2. J Miller Resume
3. Admin Spec Comm Dev Job Description

# Memo

**TO:** Jamie Miller  
**FROM:** Matt McQuillen, City  
**DATE:** Manager September 19, 2025  
**RE:** Employment Offer



## City Manager

It is my pleasure to offer you the opportunity to become an Administrative Specialist in the City of Clive's Community Development Department. This offer is contingent upon the successful completion of a drug screen, medical exam, physical capacity assessment, and an extensive background check.

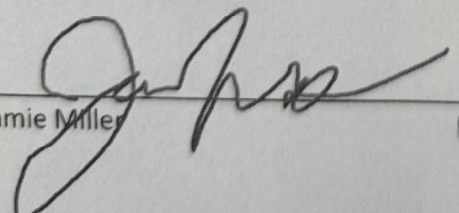
I anticipate, dependent upon your acceptance, having the recommendation before the City Council on September 25, 2025. As for all non-union staff, the Clive Employee Handbook is the controlling document for employees. Your wage will initially be \$66,872 annually, based on the hourly rate of \$32.15/hour and 2,080 hours. The following clarifies the beginning wage, start date, employment status, and supervisors.

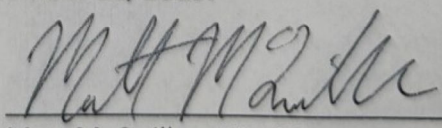
|                             |                                                |
|-----------------------------|------------------------------------------------|
| <b>Proposed Start Date:</b> | October 4, 2025                                |
| <b>Beginning Salary:</b>    | \$32.15/Hour                                   |
| <b>Employment Status:</b>   | Full-Time, Non-Exempt                          |
| <b>Supervisor:</b>          | Doug Ollendike, Community Development Director |

As you review the offer, our Employee Handbook, and the benefits website, 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 Team and hope your employment experience will be enjoyable and rewarding.

**Please return the signed offer by 8:30 AM, Monday, September 22, 2025.**

  
\_\_\_\_\_  
Jamie Miller Date

 9/22/25  
\_\_\_\_\_  
Matt McQuillen, City Manager Date

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



City of Clive (IA)

## Administrative Specialist - Community Development

|               |               |        |                          |
|---------------|---------------|--------|--------------------------|
| CLASS CODE    | ADMINSPECCD   | SALARY | \$27.26 - \$35.44 Hourly |
| REVISION DATE | July 01, 2025 |        |                          |

---

### JOB SUMMARY

*Pending Council Approval on September 25, 2025 Council Meeting Agenda*

Under general limited supervision of a department director or their designee, performs various specialized administrative, technical office, or clerical duties. Work requires coordination and implementation of assigned activities and special projects, independent judgment, problem-solving, and the ability to establish and maintain effective working relationships, both external and internal, with the City organization. The job entails receptionist duties, processing accounts payable/receivable, billing, word processing, spreadsheet, database work, or other department-specific administrative duties. Performs other duties as required.

### JOB FUNCTION

#### Examples of Essential Job Functions

- Performs data entry, word processing, proofreading, filing, and other clerical duties as directed; reviews information for completeness and prepares reports.
- Instruct residents moving into or within the City of procedures necessary to obtain various services; communicates necessary service order instructions to the appropriate department.
- Accountable for financial processes and reports within the department.
- Maintains adequate office supplies in accordance with the purchasing policy.
- Performs duties pertaining to confidential data and information.
- Organizes and maintains filing systems in electronic and paper format; maintains records related to specific assignment areas.
- Performs specialized duties by department functions, including directly assisting professional and technical staff members and Department Directors.
- Compiles information into monthly and annual statistical and other reports.
- Keeps supervisor and others fully and accurately informed concerning work progress, including present and potential work challenges and suggestions for new or improved ways of addressing such challenges.
- Assists in locating information for supervisors, department directors, other employees, consultants, and the public as necessary.
- Makes copies of and prepares newsletters, drafts of letters, memorandums, presentations, press releases, resolutions, ordinances, contracts, requests for proposals, administrative policies, forms, and contracts as assigned.
- Communicates and coordinates regularly with others to maximize the effectiveness and efficiency of interdepartmental operations and activities.
- Assists individuals in the office waiting for interviews, appointments, information, licenses, permits, and notarization; provides direct assistance or directs inquiries to the correct department or person.
- Develops content and updates department website and social media feeds.
- Regular attendance is essential for this position.

### **Other Job Functions**

- Assists other City departments as directed.
- Assists other team members as necessary for successful department outcomes.
- Seeks to find process improvements within their areas of responsibility.
- Performs other duties as apparent or assigned.

## **EMPLOYMENT STANDARDS AND QUALIFICATIONS**

### **Required Knowledge, Skills, and Abilities**

- Ability to think logically and follow written, verbal or diagrammatic instructions using several abstract or concrete variables.
- Ability to perform arithmetic calculations involving fractions, decimals, and percentages.
- Ability to make appointments and process mail, ability to compose original correspondence, some knowledge of legal terminology, and substantial contact with people.
- Considerable knowledge of modern office procedures and practices; ability to operate computer hardware and software in an efficient and effective manner.
- Ability to establish and maintain an effective working relationship with superiors, co-workers, and the public; ability to handle various social situations.
- Ability to comprehend and implement departmental policies, routines, and standard operating procedures; ability to address issues involving confidential information.
- Knowledge of the municipal organization, its functions, and the relationships within the municipal government and with other levels of government.
- Ability to organize and prioritize schedules and expedite assignments in a timely fashion.
- Ability to perform all job duties safely and in accordance with applicable rules, guidelines, policies, and training.
- Ability to think and act independently within a specific set of standards.
- Ability to coordinate and communicate with all impacted parties, both internal and external.
- Ability to conduct special assignments within a specific department.

### **Education Training and Experience**

#### **Required Education:**

High school diploma or equivalent GED/HiSET.

#### **Preferred Education:**

Associate's degree majoring in business, public administration, office management, or other related fields.

#### **Required Experience:**

At least five years of detailed orientated and similar related experience.

#### **Preferred Experience:**

Seven to ten years of progressive responsibility and related experience.

## **PHYSICAL AND ENVIROMENTAL CHARACTERISTICS**

### **Required Physical Activities:**

Sitting, Kneeling, Reaching, Finger Dexterity, Talking, Hearing, Repetitive Motions.

### **Physical Characteristics of the Job:**

Light work exerting up to twenty (20) pounds of force occasionally and/or up to ten (10) pounds of force frequently. Required walking or standing to a significant degree; or requires sitting most of the time but entails



pushing and/or pulling of arm or leg controls.

**Environmental Conditions:**

The work is performed primarily in an office environment. The job requires sitting for extended periods of time and the work may expose the employee to unpleasant social situations and significant work pace pressure and at times irregular work hours; may occasionally perform outside activities such as running errands, etc.

**Equipment and materials used:**

Computer hardware and software, computer network, general office equipment, calculator, Code of Iowa, City of Clive Code of Ordinances, telephone, mobile devices, postage machine, fax machine, photocopier, car/light pickup.

**Other Requirements**

**Other Class Spec Title 1**

**APPENDIX TO:** Administrative Specialist

**DEPARTMENT:** Community Development

**REPORTS TO:** Community Development Director

**Additional Essential Job Functions**

- Answers a variety of calls and emails, research answers to questions in subject matters that are not known, listens to and resolves customer complaints and coordinates inquiries with appropriate personnel.
- Communication and coordination with permit applicants to assist them in submitting complete and accurate submittals
- Performs point of service over-the-counter plan checking of minor permit types, calculates fees and issues permits.
- Communication and coordination on the issuance of complex permits, reviews case files for final completion and issues Certificates of Occupancy upon approval.
- Processes, issues and maintain records associated with the Rental Housing program.
- Schedules a wide variety of meetings and inspections including coordinating schedules with multiple staff.
- Completes a variety of reports, letters, charts, maps and exhibits by operating a computer and entering data into various programs.
- Organizes, structures and maintains paper-based and electronic file systems.
- Prepares invoices, monitors payments and sends follow up notices on past due accounts.
- Acts as recording secretary for the Planning and Zoning Commission, Building Codes of Appeals Board and Board of Adjustment as directed. Prepares meeting notices, packets and minutes for each board.

**Other Job Duties**

- Assists supervisor with monitoring the current budget and preparing future budgets

**Additional Equipment and Materials Used**

- Large format plotter, large format scanner, digital photographic/video equipment, permit software, electronic archiving software and geographic mapping software

**Additional Required Special Qualifications**

- Notary Public designation from the State of Iowa
- Certification by the International Code Council (ICC) as a Permit Technician within 24 months of hire

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



## Memo

**TO:** Mayor and Council members

**FROM:** Mela Nisic, Human Resources Specialist

**DATE:** September 25, 2025

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

### **SYNOPSIS:**

Resolution to approve amended job descriptions for various full-time positions along with associated appendices for both roles for Community Development Department.

### Attachments:

1. Resolution to Amended Job Descriptions
2. Admin Assistant Job Description
3. Admin Spec Job Description
4. Admin Assistant Appendix Comm Dev
5. Admin Specialist Appendix Comm Dev



RESOLUTION NO. \_\_\_\_\_

RESOLUTION APPROVING AMENDED JOB DESCRIPTIONS FOR VARIOUS FULL-TIME POSITIONS

WHEREAS, as an ongoing personnel matter, the City of Clive is desirous of approving the Administrative Assistant and Administrative Specialist positions along with the associated appendices for both roles for Community Development Department with the City of Clive.

WHEREAS, the City has prepared job descriptions for the F Administrative Assistant and Administrative Specialist positions along with the associated appendices for both roles for Community Development Department with the City of Clive. WHEREAS, after reviewing such job descriptions, the City Council desires to approve such job descriptions.

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

That the amended and new job descriptions for the Administrative Assistant and Administrative Specialist positions along with the associated appendices for both roles for Community Development Department presented to the City Council on this date are hereby approved by the City Council.

PASSED AND APPROVED this 25th day of September 2025.

\_\_\_\_\_  
John Edwards, Mayor

ATTEST:

\_\_\_\_\_  
Matthew Graham, City Clerk

**POSITION**

Administrative Assistant

**FLSA CLASSIFICATION**

Non-Exempt

**FACILITY AND WORK AREA**

City of Clive

Office Buildings

**JOB SUMMARY**

Under general supervision of a department director or their designee, performs a wide variety of administrative, technical office and clerical duties. Work requires coordination and implementation of assigned activities and special projects, semi-independent judgment, problem solving, and the ability to establish and maintain effective working relationships both external and internal to the City organization. Job entails receptionist duties, processing accounts payable/receivable, billing, word processing, spreadsheet, database work, and other general clerical duties. Performs other duties as required.

**JOB FUNCTIONS**Examples of Essential Job Functions:

- Performs receptionist duties providing information and assistance to persons calling or entering office.
- Performs data entry, word processing, proofreading, filing and other clerical duties as directed; reviews information for completeness, enters information, and prepares reports.
- Instructs residents moving into or within the City of procedures necessary to obtain various services; communicates necessary service order instructions to the appropriate department.
- Receives funds paid for services and maintains records of same.
- Maintains adequate office supplies in accordance with the purchasing policy.
- Performs duties pertaining to confidential data and information.
- Organizes and maintains filing systems in electronic and paper format; maintains records related to specific area of assignment.
- Compiles information into monthly and annual statistical and other reports.
- Assists in locating information for supervisor, department directors, other employees, consultants, and the public as necessary.
- Makes copies of and prepares newsletters, drafts of letters, memorandums, presentations, press releases, resolutions, ordinances, contracts, requests for proposal, administrative policies, forms, and contracts as assigned.

- Assists individuals in the office waiting for interviews, appointments, information, licenses, permits, and notarization; provides direct assistance or directs inquiries to correct department or person.
- Develops content and updates department website and social media feeds.
- Regular attendance is essential for this position.

#### Other Job Duties:

- Assists other City departments as directed.
- Makes phone calls and inquiries for information from various sources.
- Reserves meeting location and prepares necessary setup.
- Performs other duties as apparent or assigned.

### **PHYSICAL AND ENVIRONMENTAL CHARACTERISTICS**

#### Required Physical Activities:

Sitting, Kneeling, Reaching, Finger dexterity, Talking, Hearing, Repetitive Motions.

#### Physical Characteristics of the Job:

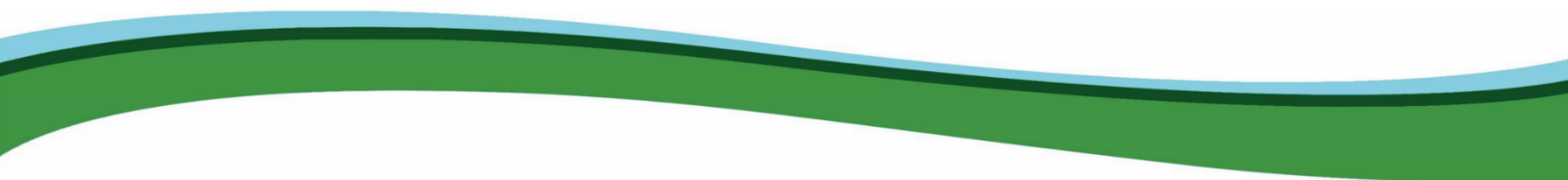
Light work exerting up to twenty (20) pounds of force occasionally, and/or up to ten (10) pounds of force frequently. Required walking or standing to a significant degree; or requires sitting most of the time but entails pushing and/or pulling of arm or leg controls.

#### Environmental Characteristics:

The work is performed primarily in an office environment. The job requires sitting for extended periods of time and the work may expose the employee to unpleasant social situations and significant work pace pressure and at times irregular work hours; may occasionally perform outside activities such as running errands, etc.

#### Equipment and materials used:

Computer hardware and software, computer network, general office equipment, calculator, Code of Iowa, City of Clive Code of Ordinances, telephone, mobile devices, postage machine, fax machine, photocopier; car/light pickup.



## **EMPLOYMENT STANDARDS**

### Required Knowledge, Skills, and Abilities:

- Ability to think logically and follow written, verbal or diagrammatic instructions using several abstract or concrete variables.
- Ability to perform arithmetic calculations involving fractions, decimals and percentages.
- Ability to make appointments and process mail, ability to compose original correspondence; some knowledge of legal terminology; and have substantial contact with people.
- Considerable knowledge of modern office procedures and practices; ability to operate computer hardware and software in an efficient and effective manner.
- Ability to establish and maintain an effective working relationship with superiors, co-workers and the public; ability to handle a wide array of social situations.
- Ability to comprehend and implement departmental policies, routines and standard operating procedures; ability to address issues involving confidential information.
- Knowledge of municipal organization, its functions and of the relationships within the municipal government and with other levels of government.
- Ability to organize and prioritize schedules and expedite assignments in a timely fashion.
- Ability to perform all job duties safely and in accordance with applicable rules, guidelines, policies and training.

## **EDUCATION, TRAINING, AND EXPERIENCE**

### Required Education:

High school diploma or equivalent GED/HiSET.

### Preferred Education:

Associates degree majoring in business, public administration, office management, or other related field.

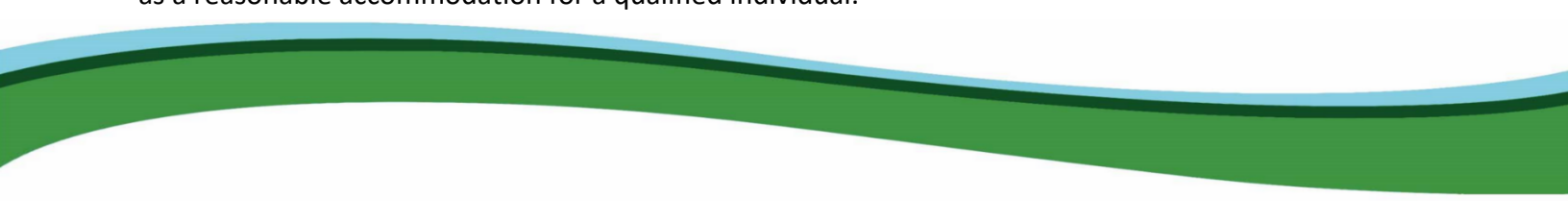
### Preferred Experience:

At least five years of related clerical or general office experience.

### Required Qualifications:

- Shall be bondable.
- Possess or be able to obtain a valid Iowa Driver's License and have a good driving record for the past three years.
- Shall be available for off-hour emergencies and/or work assignments.

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



**POSITION**

Administrative Specialist

**FLSA CLASSIFICATION**

Non-Exempt

**FACILITY AND WORK AREA**

City of Clive

Office Buildings

**JOB SUMMARY**

Under general limited supervision of a department director or their designee, performs various specialized administrative, technical office, or clerical duties. Work requires coordination and implementation of assigned activities and special projects, independent judgment, problem-solving, and the ability to establish and maintain effective working relationships, both external and internal, with the City organization. The job entails receptionist duties, processing accounts payable/receivable, billing, word processing, spreadsheet, database work, or other department-specific administrative duties. Performs other duties as required.

**JOB FUNCTIONS**Examples of Essential Job Functions:

- Performs data entry, word processing, proofreading, filing, and other clerical duties as directed; reviews information for completeness and prepares reports.
- Instruct residents moving into or within the City of procedures necessary to obtain various services; communicates necessary service order instructions to the appropriate department.
- Accountable for financial processes and reports within the department.
- Maintains adequate office supplies in accordance with the purchasing policy.
- Performs duties pertaining to confidential data and information.
- Organizes and maintains filing systems in electronic and paper format; maintains records related to specific assignment areas.
- Performs specialized duties by department functions, including directly assisting professional and technical staff members and Department Directors.
- Compiles information into monthly and annual statistical and other reports.
- Keeps supervisor and others fully and accurately informed concerning work progress, including present and potential work challenges and suggestions for new or improved ways of addressing such challenges.
- Assists in locating information for supervisors, department directors, other employees, consultants, and the public as necessary.
- Makes copies of and prepares newsletters, drafts of letters, memorandums, presentations,

press releases, resolutions, ordinances, contracts, requests for proposals, administrative policies, forms, and contracts as assigned.

- Communicates and coordinates regularly with others to maximize the effectiveness and efficiency of interdepartmental operations and activities.
- Assists individuals in the office waiting for interviews, appointments, information, licenses, permits, and notarization; provides direct assistance or directs inquiries to the correct department or person.
- Develops content and updates department website and social media feeds.
- Regular attendance is essential for this position.

#### Other Job Duties:

- Assists other City departments as directed.
- Assists other team members as necessary for successful department outcomes.
- Seeks to find process improvements within their areas of responsibility.
- Performs other duties as apparent or assigned.

### **PHYSICAL AND ENVIRONMENTAL CHARACTERISTICS**

#### Required Physical Activities:

Sitting, Kneeling, Reaching, Finger dexterity, Talking, Hearing, Repetitive Motions.

#### Physical Characteristics of the Job:

Light work exerting up to twenty (20) pounds of force occasionally and/or up to ten (10) pounds of force frequently. Required walking or standing to a significant degree; or requires sitting most of the time but entails pushing and/or pulling of arm or leg controls.

#### Environmental Characteristics:

The work is performed primarily in an office environment. The job requires sitting for extended periods of time and the work may expose the employee to unpleasant social situations and significant work pace pressure and at times irregular work hours; may occasionally perform outside activities such as running errands, etc.

#### Equipment and materials used:

Computer hardware and software, computer network, general office equipment, calculator, Code of Iowa, City of Clive Code of Ordinances, telephone, mobile devices, postage machine, fax machine, photocopier, car/light pickup.

## **EMPLOYMENT STANDARDS**

### Required Knowledge, Skills, and Abilities:

- Ability to think logically and follow written, verbal or diagrammatic instructions using several abstract or concrete variables.
- Ability to perform arithmetic calculations involving fractions, decimals, and percentages.
- Ability to make appointments and process mail, ability to compose original correspondence, some knowledge of legal terminology, and substantial contact with people.
- Considerable knowledge of modern office procedures and practices; ability to operate computer hardware and software in an efficient and effective manner.
- Ability to establish and maintain an effective working relationship with superiors, co-workers, and the public; ability to handle various social situations.
- Ability to comprehend and implement departmental policies, routines, and standard operating procedures; ability to address issues involving confidential information.
- Knowledge of the municipal organization, its functions, and the relationships within the municipal government and with other levels of government.
- Ability to organize and prioritize schedules and expedite assignments in a timely fashion.
- Ability to perform all job duties safely and in accordance with applicable rules, guidelines, policies, and training.
- Ability to think and act independently within a specific set of standards.
- Ability to coordinate and communicate with all impacted parties, both internal and external.
- Ability to conduct special assignments within a specific department.

## **EDUCATION, TRAINING, AND EXPERIENCE**

### Required Education:

High school diploma or equivalent GED/HiSET.

### Preferred Education:

Associate's degree majoring in business, public administration, office management, or other related field.

### Required Experience:

At least five years of detailed orientated and similar related experience.

### Preferred Experience:

Seven to ten years of progressive responsibility and related experience.

Required Qualifications:

- Shall be bondable.
- Possess or be able to obtain a valid Iowa driver's license and have a good driving record for the past three years.
- Shall be available for off-hour emergencies and/or work assignments.

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.



APPENDIX TO: Administrative Assistant  
DEPARTMENT: Community Development  
REPORTS TO: Community Development Director

#### Additional Essential Job Functions

- Screens a variety of calls and emails, answering questions in subject matters that are known, listens to customer complaints and refers inquiries to appropriate personnel.
- Communication with permit applicants to assist them in submitting complete and accurate submittals
- Assists with point of service over-the-counter plan checking of minor permit types, calculates fees and issues permits upon approval.
- Assists in the issuance of complex permits, reviews case files for final completion and issues Certificates of Occupancy upon approval.
- Processes, issues and maintain records associated with the Rental Housing program.
- Schedules a wide variety of meetings and inspections including coordinating schedules with multiple staff.
- Completes a variety of reports, letters, charts, maps and exhibits by operating a computer and entering data into various programs.
- Organizes, structures and maintains paper-based and electronic file systems.
- Prepares invoices, monitors payments and sends follow up notices on past due accounts.
- Acts as recording secretary for the Planning and Zoning Commission, Building Codes of Appeals Board and Board of Adjustment as directed. Prepares meeting notices, packets and minutes for each board.

#### Other Job Duties

- Assists supervisor with monitoring the current budget and preparing future budgets

#### Additional Equipment and Materials Used

Large format plotter, large format scanner, digital photographic/video equipment, permit software, electronic archiving software and geographic mapping software

#### Additional Required Special Qualifications

- Notary Public designation from the State of Iowa

APPENDIX TO: Administrative Specialist  
DEPARTMENT: Community Development  
REPORTS TO: Community Development Director

#### Additional Essential Job Functions

- Answers a variety of calls and emails, research answers to questions in subject matters that are not known, listens to and resolves customer complaints and coordinates inquiries with appropriate personnel.
- Communication and coordination with permit applicants to assist them in submitting complete and accurate submittals
- Performs point of service over-the-counter plan checking of minor permit types, calculates fees and issues permits.
- Communication and coordination on the issuance of complex permits, reviews case files for final completion and issues Certificates of Occupancy upon approval.
- Processes, issues and maintain records associated with the Rental Housing program.
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#### Additional Equipment and Materials Used

Large format plotter, large format scanner, digital photographic/video equipment, permit software, electronic archiving software and geographic mapping software

#### Additional Required Special Qualifications

- Notary Public designation from the State of Iowa
- Certification by the International Code Council (ICC) as a Permit Technician within 24 months of hire.



## Memo

**TO:** Mayor and Council members

**FROM:** Ryan Mayer, Construction Services Administrator

**DATE:** September 25, 2025

**RE:** Public Hearing - Consideration for Amending Provisions of Title 10 Building Regulations of the City of Clive Regarding: Chapter 12 (Rental Housing Code)

### SYNOPSIS:

The ordinance and program updates were reviewed by the Building Code Appeals Board on 9/18/25 and is now ready for Council's approval.

Building staff will provide a short presentation at the public hearing and will identify a few of the significant changes incorporated into the newly proposed code.

Adoption of minimum standards established to:

- Protect health, safety and welfare of building occupants and neighbors
- Ensure safe, energy efficient, sustainable and affordable structures
- Minimize property losses during disaster
- Provide a means to safely address new products and methods
- Maintain competitive property insurance rates

A summary of the significant code changes has been provided along with the proposed completed codes.

Please feel free to contact me at 515-223-6221 or at [rmayer@cityofclive.com](mailto:rmayer@cityofclive.com) if you have any questions or need additional information prior to the meeting.

### Attachments:

1. 2025 Rental Update Powerpoint
2. Ch 12-Rental Housing Code-2025

# Rental Housing Program



**Community Development 2025**

# Program Goals- Est. 2/2/2012

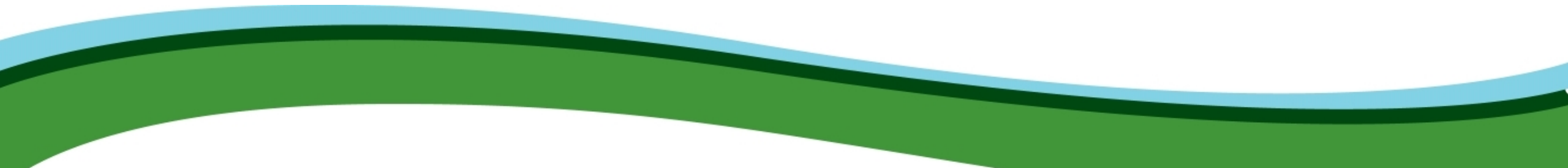
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**Ensure safe and healthy housing-** no reported serious injuries/fatalities- 60% reduced deficiencies

**Preserve housing stock-** Rentals- 20% of housing

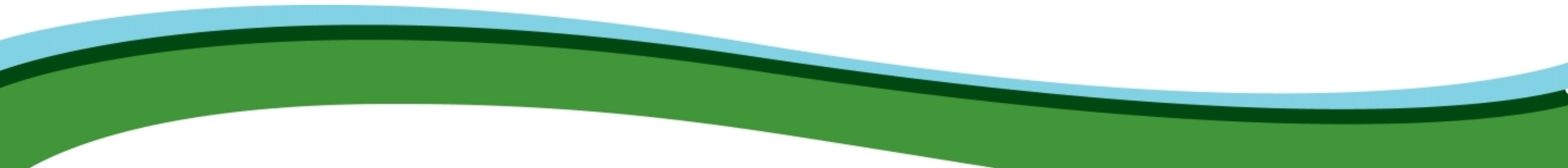
**Protect vulnerable tenants-** affordability-less than \$3/mo.

**Maintain neighborhood property values-** assessed value of rental properties 3%-4% increase



# Program Functions and Administration

---

- Rental registration and renewal every 2 years
  - Owner self inspection with acknowledgement agreement
  - Rental certificate issued
  - Fees based on staff time involved- No financial impact on city - \$2.71 per month impact on tenants
  - Audit inspection by staff every 6 years - 312 per year
  - Housing program review after 6 years
- 



# Rental Housing By The Numbers

Rental Units - **1868**

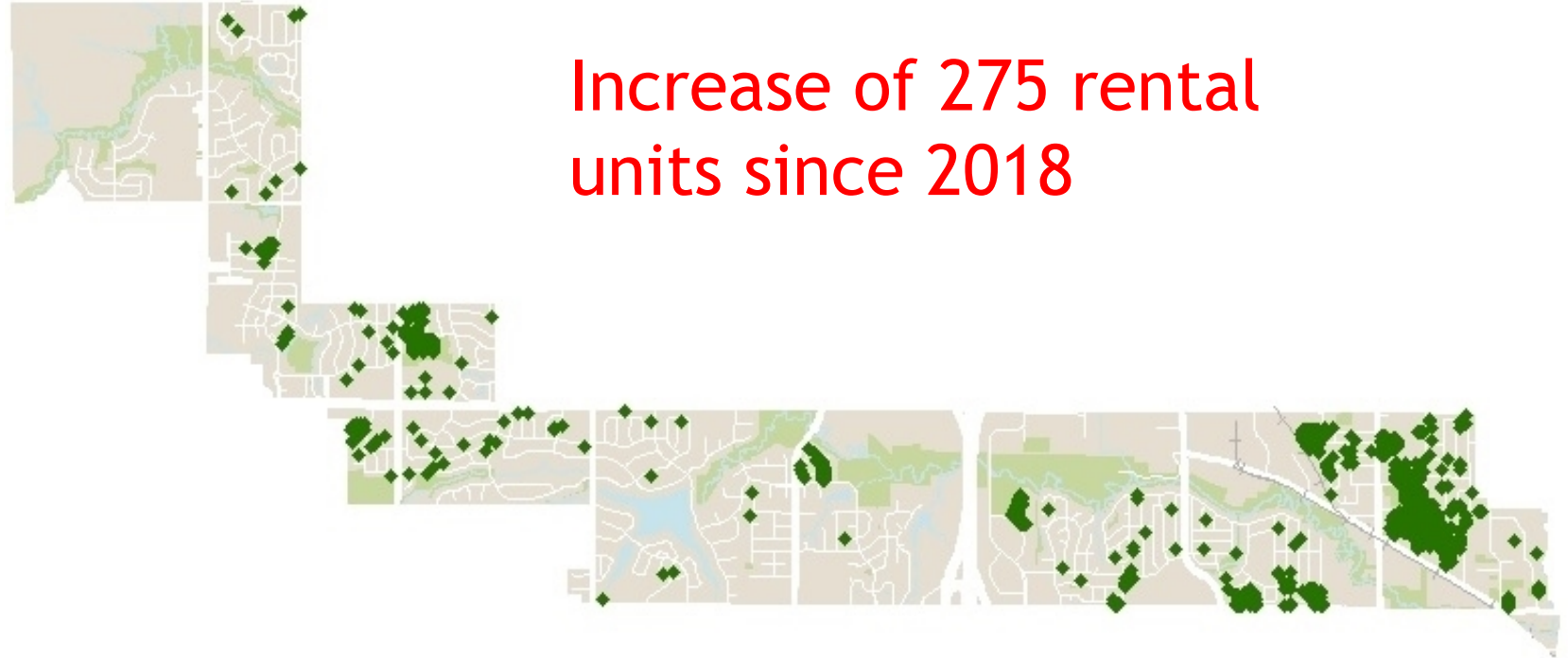
Apts. - 1393

Condos - 67

Duplexes - 206

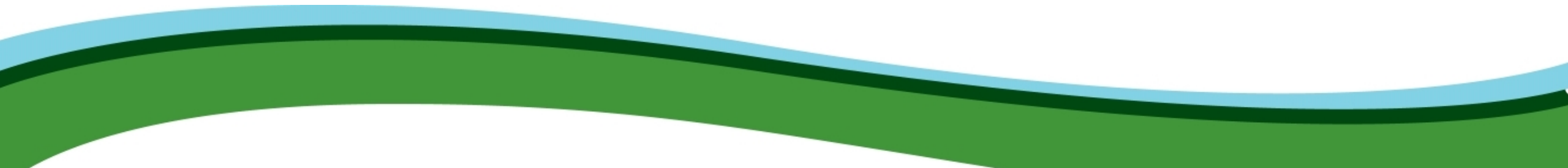
S/F - 144

T/H - 58



# Rental Housing Discussion Group

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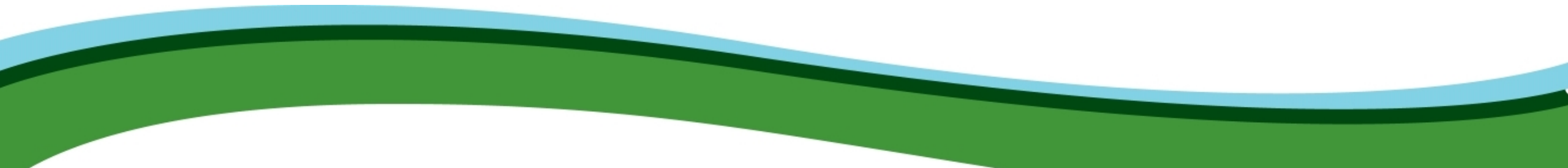
- 4 meetings Jan-April 2025
  - Review of the following:
    1. Program Functions and Administration
    2. Codes and Inspections
    3. Tenant and Owner Education
  - Police and Fire meeting - April 2025
- 

# Program Functions and Administration

---

Positive review from the group - program goals being met

## Minor changes recommended

1. Require all rentals to be registered/inspected- STR - no fee per state
  2. Provide exception for host families supporting student live-in arrangements
  3. Include accessory dwelling units
  4. Increase fees to cover program expenses
- 

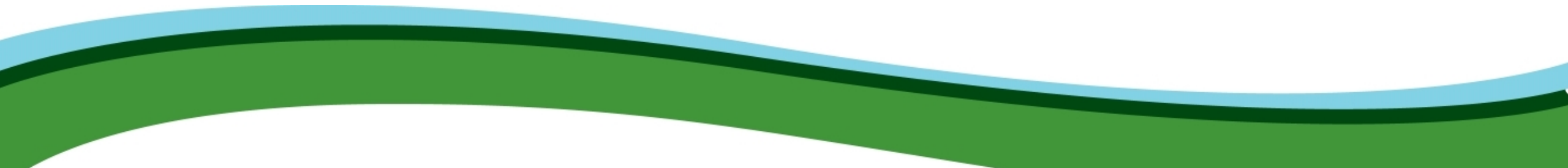
# Proposed Fees - \$3 increase

- Anticipated staff/vehicle expenses - \$76,169/2yrs
- Estimated revenue new fees - \$76,262/2yrs
- \$2.83 per month impact on tenant

| RENTAL TYPE                   | FEES                                                   |
|-------------------------------|--------------------------------------------------------|
| Single family/ Townhome/Condo | \$68.00                                                |
| Duplex                        | \$68.00 1 <sup>st</sup> unit & \$34.00 per addt'l unit |
| Apartments                    | \$68.00 1 <sup>st</sup> unit & \$34.00 per addt'l unit |

# Codes and Inspections

---

1. Adopt 2024 International Property Maintenance Code - Minor changes from 2021
  2. Define types of rentals and occupancy restrictions in the code
  3. Codify language that clarifies basic duties of the owner and basic tenant obligations - added 301.2.1 and 301.2.2
  4. Provide relief from solely battery operated wireless interconnected smoke alarms unless remodel
  5. Continue with current inspection schedule - 1 insp./6yrs
  6. Rent Abatement Enforcement
  7. Tiered penalty approach for repeat violators - code compliance meeting, sanctions to include- reduced term rental certificate, suspension, revocation - BCAB considerations
- 

# Tenant and Owner Education - Connections

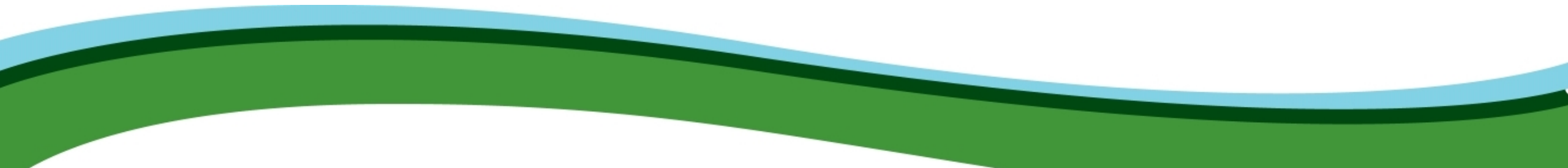
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HOME, Inc. - Carrie Woerdeman

## Classes:

- Rentwise for Tenants - 7/24
- Private Landlord Workshop - 7/30, 9/23
- Property Manager Workshop

## Resources Available:

- Free Tenant and Owner Official Handbook
  - HUD Certified Counseling Services - rent & ownership
- 

# Tenant and Owner Education - Connections

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WDM Schools - Indian Hills, Crestview (Jon Mendoza)

- Network established for collecting complaints
- Translation services
- Resources for communication delivery
- Back to school bash

# Tenant and Owner Education - Connections

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## Other Outreach Opportunities:

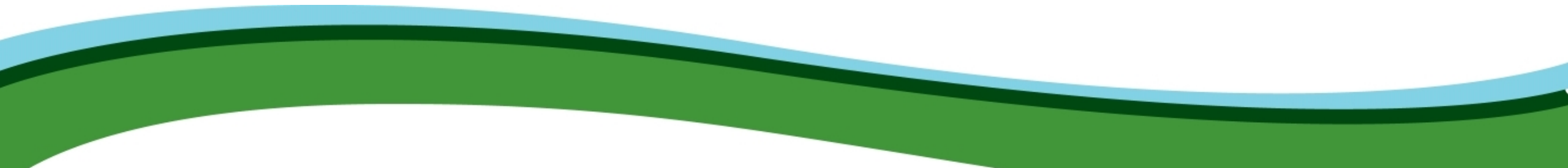
- Clive Community Services
- Salvation Army - Food Pantry
- Chin Church - Liam



# Tenant and Owner Education Opportunities

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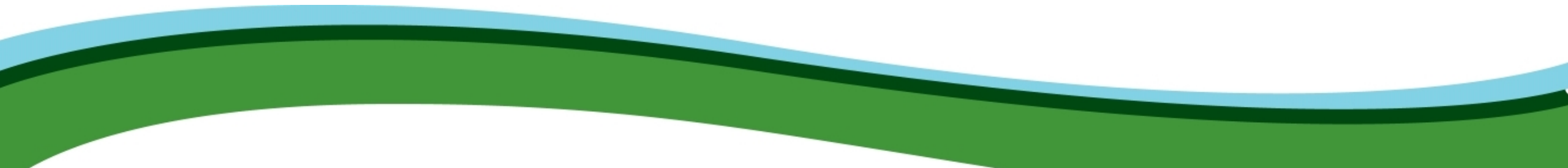
## Program Support Opportunities

- Neighborhood Guide to Rental Housing - Multilingual
  - Tenant and Owner Official Handbook- Multilingual
  - Crime Free Multi-Housing Program - Voluntary
  - Crime Free Rental Housing Program
  - Crime Free Lease Addendum - copies made available
- 

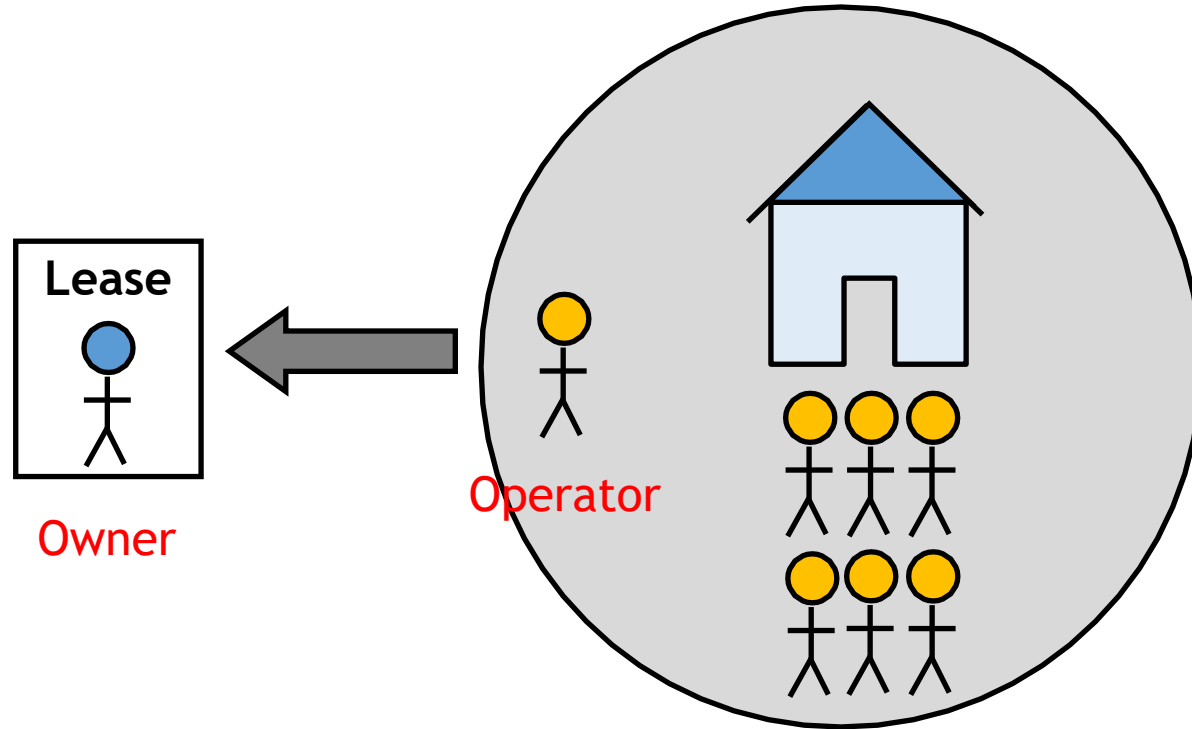
# Questions?

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Thank you!

The bottom of the slide features decorative wavy lines. There are two main layers: a top layer in light blue and a bottom layer in a darker green. Both layers have a wavy, undulating shape that spans the width of the slide.

# Single Family Rental Home Example

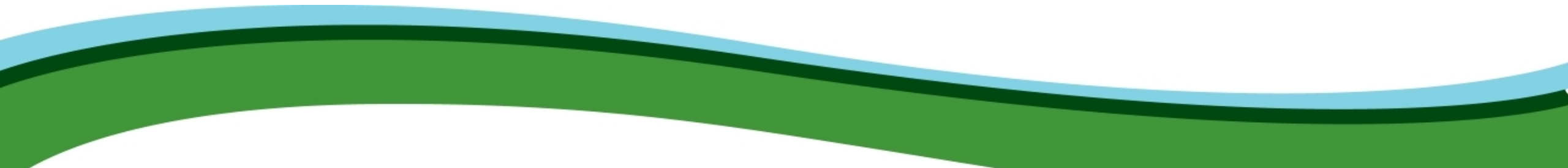


Only 1 lease/transaction allowed.  
"Use" Residential Code

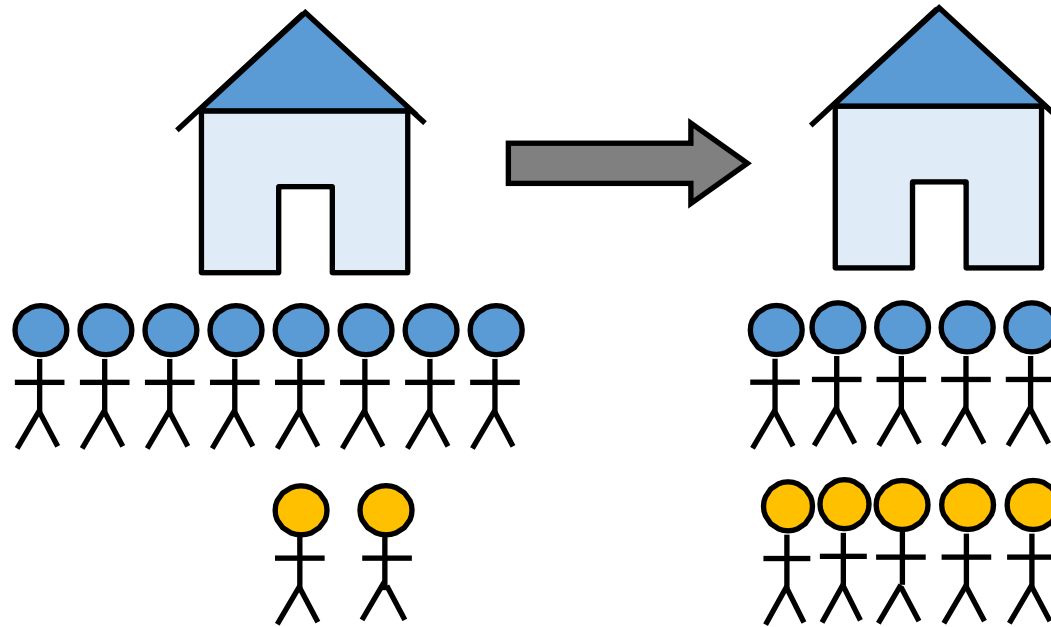
# Lodging House

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Means an owner occupied single family dwelling unit or portion thereof, containing not more than 4 guestrooms which are used for overnight lodging and made available to the general public, where rent is paid in money, goods, labor, or otherwise. Meals, with or without additional compensation, may be provided or served to overnight guests. Also referred to as “Bed and Breakfast.”

- Must be owner occupied- Proof through Homestead Exemption
  - Maximum of 4 guestrooms may individually be leased
  - Max. occupant load still calculated from occupant load table however max. occupant load shall not exceed 10
  - This residential “use” allowed in the International Residential Code per above requirements
- 

# Lodging House Example



Maximum of 4 guestrooms and max  
occupant load of 10.  
Multiple leases ok  
Owner occupied  
Residential Code

# Clive vs Metro Communities - Fees

| DESCRIPTION                                                                              | CLIVE                                                    | WDM                                                         | JOHNSTON                                       | URBANDALE                                                | ANKENY                                                   |
|------------------------------------------------------------------------------------------|----------------------------------------------------------|-------------------------------------------------------------|------------------------------------------------|----------------------------------------------------------|----------------------------------------------------------|
| <b>S/F Fee</b>                                                                           | \$68                                                     | \$66                                                        | \$40                                           | \$60                                                     | \$60                                                     |
| S/F Cert. <u>RnwL</u><br>Inspection                                                      | 2 yrs.<br>6 yrs.                                         | 2 yrs.<br>2 yrs.                                            | 2 yrs.<br>2 yrs.                               | 2 yrs.<br>2 yrs.                                         | 2 yrs.<br>2 yrs.                                         |
| <b>Duplex Fee</b>                                                                        | \$102                                                    | \$85                                                        | \$75                                           | \$80                                                     | \$90                                                     |
| Duplex Cert. <u>RnwL</u><br>Inspection                                                   | 2 yrs.<br>6 yrs.                                         | 2 yrs.<br>2 yrs.                                            | 2 yrs.<br>2 yrs.                               | 2 yrs.<br>2 yrs.                                         | 2 yrs.<br>2 yrs.                                         |
| <b>M/F Fee</b>                                                                           | \$68-1 <sup>st</sup><br>\$34.00-<br>2 <sup>nd</sup> Unit | \$66- 1 <sup>st</sup> Unit<br>\$19- 2 <sup>nd</sup><br>Unit | \$40 per<br>structure<br>\$17.50 - Per<br>Unit | \$60- 1 <sup>st</sup> Unit<br>\$20- 2 <sup>nd</sup> Unit | \$60- 1 <sup>st</sup> Unit<br>\$30- 2 <sup>nd</sup> Unit |
| M/F Cert. <u>RnwL</u><br>Inspection                                                      | 2 yrs.<br>6 yrs.                                         | 2 yrs.<br>2 yrs.                                            | 2 yrs.<br>2 yrs.                               | 2 yrs.<br>2 yrs.                                         | 2 yrs.<br>2 yrs.                                         |
| S/F – Single Family      M/F – Multi-Family      Cert. <u>RnwL</u> – Certificate Renewal |                                                          |                                                             |                                                |                                                          |                                                          |

# Chapter 12

## RENTAL HOUSING CODE

|                                                                                     |                                                                 |
|-------------------------------------------------------------------------------------|-----------------------------------------------------------------|
| <b>10-12-1: Short Title</b>                                                         | <b>10-12-9: Building Official</b>                               |
| <b>10-12-2: Purpose</b>                                                             | <b>10-12-10: Audit Inspection</b>                               |
| <b>10-12-3: Warning</b>                                                             | <b>10-12-11: Complaint By Tenant</b>                            |
| <b>10-12-4: Interpretation</b>                                                      | <b>10-12-12: Deletions</b>                                      |
| <b>10-12-5: Adoption</b>                                                            | <b>10-12-13: Amendments</b>                                     |
| <b>10-12-6: Scope And Occupancy Requirements</b>                                    | <b>10-12-14: Violations and Enforcement Strategies</b>          |
| <b>10-12-7: Indemnification</b>                                                     | <b>10-12-15: Collection of Fees, Fines, Penalties and Costs</b> |
| <b>10-12-8: Rental Registration, Certificate Requirements, Conditions, and Fees</b> | <b>10-12-16: Appeals</b>                                        |

**10-12-1: SHORT TITLE.** This chapter shall be known as the Clive Rental Housing Code, and may be cited as such, and will be referred to herein as “rental housing code.”

**10-12-2: PURPOSE.** It is the purpose of this chapter to ensure that property owners, their operators and others, to meet their responsibilities with respect to proper operation and maintenance of rental housing facilities and to provide for inspection as a means of compelling compliance therewith. It is not the purpose of this chapter to create any duty on the part of the city, its officers, agents, or employees, owing to any individual member of the public or to protect any particular or circumscribed class of persons. Specifically, it is not the intent of this chapter to create any duty or liability by the city, its officers, agents, or employees, to premises occupants, owners, tenants, or any other person.

**10-12-3: WARNING.** No person shall place reliance upon this chapter, any inspections performed, or certificates issued pursuant to this chapter, as indicating the safety of or quality of construction of any particular premises. Neither this chapter nor inspections made pursuant thereto nor certificates issued are intended to assume the duty of any person to adequately construct and maintain a premises or provide a safe premises or to, in any way, indicate a decrease in the risk associated with the use or occupancy of any premises. A certification that a premises has been inspected pursuant to this chapter shall not in any way constitute a warranty or guarantee of the safety or quality of that premises.

### **10-12-4: INTERPRETATION.**

1. In interpreting and applying the provisions of this chapter, such provisions shall be held to the minimum requirements for the promotion of the public health, safety, and welfare. These regulations shall be construed broadly to promote the purposes for which they are adopted.
2. These regulations are not intended to interfere with, abrogate, or annul any other ordinance, rule or regulation, statute, private covenants or other provision of law except as provided in these regulations. If a conflict between requirements appears within this chapter; the most restrictive requirement shall prevail.
3. Information erroneously presented by any official or employee of the City does not negate or diminish the provisions of this chapter pertaining thereto.

4. Whenever a number of days is specified in this chapter, or in any permit, condition of approval or notice issued or given as set forth in this chapter, such number of days shall be deemed to be consecutive calendar days, unless otherwise specified.
5. Whenever application of this chapter results in standards being expressed in fractions of whole numbers, such fractions are to be rounded to the next higher whole number.
6. No action of the City, its City Council, Community Development Department staff or the Building Code Appeals Board shall be deemed invalid by reason of failure to comply with or conform to the provisions of this chapter, provided that the procedural requirements of the Code of Iowa have been met.
7. It is the intent of this chapter that all questions of interpretation and enforcement shall be first presented to the Construction Services Administrator, and that such questions shall be presented to the Building Codes Appeal Board only on appeal from the decision of the Construction Services Administrator and that recourse from the decision of the Building Codes Appeal Board shall be as provided by law.

**10-12-5: ADOPTION.** Pursuant to published notice and public hearing, as required by law, the International Property Maintenance Code, 2024 edition, published by the International Code Council, Inc., is adopted in full except for such portions as may be hereinafter deleted, modified or amended, and shall constitute the "rental housing code" of the City. An official copy of the International Property Maintenance Code, 2024 edition, as adopted, and a certified copy of this chapter can be viewed in the Community Development Department.

**10-12-6: SCOPE AND OCCUPANCY REQUIREMENTS.** The provisions of this chapter shall apply to the maintenance, repair, equipment, use and occupancy of all rental housing units, accessory buildings and accessory structures now in existence or hereafter constructed, habilitated, renovated or converted to residential use within the corporate limits, including but not limited to one and two family dwellings, multiple-family dwellings, accessory dwelling units, lodging houses, boarding houses, short-term rental properties and long-term rental properties.

**A. EXCEPTIONS:**

1. Single family dwellings occupied by the owner, or members of that owner's immediate family.
2. A duplex, at least one of the units of which is occupied by the owner, and the other unit is occupied by a member of that owner's immediate family.
3. Single family dwellings occupied by the owner who desire to have not more than one non-family enrolled student living with them for the duration of the student's educational opportunity.
4. Transient shelters and group homes subject to state licensing.
5. Hotels, motels, extended stay hotels, and other similar uses subject to state-licensing.

**B.** The occupancy designations listed below, along with their code designations shall be used to regulate the various groups of rental housing. The following occupancies are defined in section 10-12-13.

**1. Boarding House**

- All boarding house fire protection, life safety and exiting requirements shall be regulated by the currently adopted Fire Code, Building Code,



International Property Maintenance Code and this rental housing code. Boarding houses shall only be allowed in zoning districts as adopted by council.

2. Lodging House

- If occupant load space per table 404.5 is available, owner-occupied lodging houses are allowed 4 separate leases or subleases allowing 5 total bedrooms to be utilized per dwelling unit.
- Duplexes and ADUs are considered two dwelling units.
- All lodging house life safety requirements shall be regulated by the currently adopted International Residential Code, International Property Maintenance Code and this rental housing code. Duplex lodging houses shall only be allowed in zoning districts as adopted by council.

3. Single-Family Rental Home

- All single-family rental homes shall be bound by a single lease. No subleases shall be obtained.
- The single tenant who obtains the single lease with the owner, shall be designated as the operator and shall reside at the property.
- A copy of the single lease listing all occupants shall be made available to the city upon request. The owner and operator are required to keep the single lease current and shall provide a copy of the lease to the city within 48 hours of the request.
- If an accessory dwelling unit (ADU) exists on the same parcel as the single-family dwelling and the owner desires to rent out both dwellings, a maximum of 2 separate leases will be allowed.
- All single-family rental home life safety requirements shall be regulated by the currently adopted International Residential Code, International Property Maintenance Code and this rental housing code.

4. Short Term Rental Property

- It shall be a violation of this code for any person to let to another a short-term rental property unless the owner holds a valid rental certificate issued by the city.
- All provisions of the rental housing code shall apply to short-term rental properties except no application fee, initial inspection and reinspection fees or certificate fees may be charged. If any reinspections past the initial free reinspection, are required, the owner will be charged for this additional inspection.

5. Long Term Rental Property

- All rentals considered long term shall be subject to all the requirements of this rental code, including the required fees. Exception #3 under 10-12-6 Scope And Occupancy Requirements will be honored for owners in good standing with the city.

**10-12-7: INDEMNIFICATION.** The applicant for any rental certificate under this chapter, by making such application, assumes and agrees to pay for all loss or damage to property whatsoever, and injury to or death of any person or persons whomsoever, including all costs and expenses incident thereto, however arising from or in connection with or related to the issuance of such rental certificate or the doing of anything there under, or the failure of such applicant, or the operators, employees or servants of such applicant, to abide by or comply with any of the provisions of this chapter or any other ordinance of the city; and such applicant, by making such application, forever indemnifies the city, its officers and employees and agrees to save it and them harmless from any and all claims, demands, lawsuits or liability

whatsoever for any loss, damage, injury or death, costs and expenses, by reason of the foregoing even though acts or omissions of the city, its officers or employees may have caused or contributed thereto. The foregoing provisions shall be deemed to be a part of any certificate issued under this chapter whether expressly recited therein or not.

#### **10-12-8: RENTAL REGISTRATION, CERTIFICATE REQUIREMENTS, CONDITIONS AND FEES.**

1. **Required Registration:** After the effective date of this Ordinance, no person shall rent, lease, let, operate or otherwise allow the occupancy of any dwelling unit or any portion of any dwelling unit (including sleeping rooms) unless they hold a valid rental certificate issued by the Community Development Department or meet one of the exceptions as provided for in 10-12-6.
2. **Certificate Issuance:** Following submission and review of a proper registration application on forms provided by the Community Development Department, payment of associated rental fees, verification of a single lease arrangement as requested, determination of occupancy by the department, performance of a self-inspection of the unit being registered and signing a rental owner acknowledgement form, the Community Development Department shall issue a Rental Certificate to the owner. No rental certificates shall be renewed or issued to any person, firm, or corporation who has fees outstanding or who has outstanding violations of any ordinance of the city.
3. **Rental Certificate:** The owner or operator of a rental unit must be able to show a copy of a valid rental certificate upon request. Apartment buildings will only be issued one certificate that lists all the individual units within said building. Failure to maintain all units within an apartment may jeopardize the rental certificate for the entire said building.
4. **Expiration:** Rental certificates shall be valid through the expiration date contained, thereon. Prior to the expiration date of the Rental Certificate, the Community Development Department shall provide a renewal notice to the owner advising of the requirements for renewal of the Rental Certificate. Failure of the owner to complete the requirements for renewal will result in a late payment penalty being applied to the balance owed. A rent abatement order will be placed 31 days after expiration of the rental certificate, if a renewal is not completed prior. If the renewal is not completed within 45 days following expiration, an additional notice of violation will be issued to the property owner.
5. **Reduced Term Rental Certificate, Suspension, or Revocation:** Any Rental Certificate term may be reduced, suspended or revoked as provided in section 10-12-16 (D) Sanctions.

If, at the discretion of the Construction Service Administrator, an emergency exists which threatens the immediate health, safety or general welfare of the occupant or general public, the Construction Services Administrator may immediately issue an order suspending the Rental Certificate. Upon issuance of the order, the occupant of the unit shall immediately vacate the premise until the Rental Certificate is reinstated.

6. **Transfer.** Rental certificates shall not be transferable to succeeding owners. Rental certificates shall automatically terminate and become null and void, without further action of the City, upon transfer of property ownership or upon execution of an agreement to purchase property on contract.

A. Notice of ownership change.

Every buyer and seller of a rental property shall give notice to the Community Development Department within 30 days after closing or execution of a contract. This notice shall include the name and address of the buyer and their agent. If the department has not been notified within 30 days, a notice of violation may be issued.

7. **Outstanding Issues:** If an owner has outstanding fees, fines or violations on any property within the City of Clive, the issuance of a Rental Certificate may be withheld by the Community Development Department.
8. **Fees:** The fees for services performed by the Community Development Department in carrying out its responsibilities under this code shall be as indicated in a fee schedule adopted from time to time by the City Council.

**10-12-9: BUILDING OFFICIAL.** For the purposes of this code, the Construction Services Administrator may also be referred to as the Building Official. It shall be the duty of the Construction Services Administrator, appointed under provisions of the Community Development Director, to administer and enforce the provisions of this chapter and to make any required inspections or tests. A person or persons may be appointed as assistants or agents of the Construction Services Administrator as may be necessary to carry out the provisions of this chapter. For the purpose of making inspections, tests, or otherwise discharging their official duties, the Construction Services Administrator or an appointed assistant or agent shall have the right to enter at any time any building, area, or manhole upon notifying the company or individual owning or having charge or control of the same. Whenever, in the judgment of the Construction Services Administrator, any structure is suspected of being or found to be defective or dangerous, or whenever from any cause the premises shall be in such defective condition as to be in danger of fires, or accident to workers, or the general public, the Construction Services Administrator shall at once order the removal of such defects and the remedying of such improper condition.

**10-12-10: AUDIT INSPECTION.** The Community Development Department shall seek to conduct an audit inspection of every rental unit within the corporate limits of the City every six (6) years. Additional inspections required beyond one reinspection shall be charged to the owner as indicated in the fee schedule adopted from time to time by city council. The owner or designated operator shall be present for all inspections. As part of the inspection process, the City may determine to extend or shorten the timeframe to the next scheduled inspection. Factors that may influence the City to inspect more or less frequently include, but are not limited to, the following:

1. Age and condition of building or unit
2. Inspection history
3. Tenant/management/resident complaints
4. Natural disasters such as flooding
5. Delayed maintenance/repairs, follow-up, or fee payments by the owner

**10-12-11: COMPLAINT BY TENANT.** Unless there are significant health, safety or general welfare issues, a tenant must first complain to the owner or agent. Complaints must be submitted in writing and if desired, forms for that purpose will be available from the Community Development Department.

1. An owner or operator shall have seven days to address the complaint. If the complaint is not remedied to the tenant's satisfaction within twenty days, the Community Development Department will schedule an inspection with the tenant and owner. If violations are found, an inspection fee shall be charged to the owner. If the violation(s) are not corrected before or on the correction date indicated by the inspector, the city has the authority to place a rent abatement order per section 10-12-16 (1) Rent Abatement, on the rental unit.

2. No person shall pursue an action for eviction because the occupant has reported a violation of this chapter.
3. No person shall cause any service, facility, equipment or utility required under this chapter to be removed, shut off or discontinued in retaliation for a complaint.

**10-12-12: DELETIONS.** The following sections are deleted from the Property Maintenance Code and are of no force or effect in this chapter.

1. **Section 101 Scope and General Requirements**
2. **Section 103 Code Compliance Agency**
3. **Section 106 Means of Appeal**

**10-12-13: AMENDMENTS.** The paragraphs in this section represent amendments to the requirements contained in the Property Maintenance Code.

**1. Section 202 General Definitions add the following:**

- A. “Bedroom” means a habitable room within a dwelling or sleeping unit used or intended to be used for sleeping. Minimum size requirements for bedrooms are set forth in table 404.5 of this code.
- B. “Code Compliance Settlement Agreement” means a written agreement that shall include a list of specific actions and a specific schedule of deadlines for actions to abate the current violation(s) and avoid further code violations. It may also include provisions for periodic reassessment of the agreement or any written modification of the agreement.
- C. “Cooking provisions, permanent” means a room or space within a dwelling unit that is used or designed to be used for the preparation and cooking of food. The minimum components include a countertop, a sink with running water, and a stove or stove hookup utilizing gas or 220volt electric.
- D. “Dwelling” means any building that contains one or more dwelling units occupied or designed to be occupied for residential living purposes. Dwelling excludes hotels, mobile homes, nursing facilities, and assisted living residential facilities. Types of dwellings and/or dwelling units include:
  1. “Dwelling, accessory unit” means an additional residential dwelling unit that is subordinate to the principal dwelling unit on the same lot, does not provide direct and free access to the principal dwelling unit and its amenities, and provides a reasonable expectation of privacy from residents of the principal dwelling. Accessory dwelling units may either be a detached building or attached or internal to the principal building. For the purposes of this definition, a dwelling unit is “subordinate” to the principal dwelling when all the following apply:
    - a. The additional dwelling unit does not have an exterior door oriented toward and readily visible from the front yard.
    - b. The additional dwelling unit does not have a separate address.
    - c. The additional dwelling unit is provided water from the same metered service as the existing principal dwelling.

2. "Dwelling, apartment" means a dwelling unit within a multiple family dwelling. Apartments may be either leased or owned by the occupant.
  3. "Dwelling, boarding house" means a building providing completed living facilities, including permanent provisions for living, sleeping, eating, cooking, and sanitation, where, for compensation, meals or lodging are provided under 2 or more leases. Boarding house does not include accessory dwelling units, or a facility, home, or program otherwise subject to licensure by the Code of Iowa.
  4. "Dwelling, duplex" means a building containing only two dwelling units located on the same lot, where neither unit is accessory nor subordinate to the other in terms of size, scale, and use. A duplex dwelling shall have a separate address, and a separate water metered service for each dwelling unit.
  5. "Dwelling, lodging house" means an owner-occupied single-family dwelling unit or portion thereof, containing not more than 4 guestrooms which are used for overnight lodging and made available to the general public, where rent is paid in money, goods, labor, or otherwise. Meals, with or without additional compensation, may be provided or served to overnight guests. Also referred to as a "Bed and Breakfast."
  6. "Dwelling, multiple-family" means a building that contains three or more dwelling units located on the same lot, exclusive of permitted Accessory Dwelling Units.
  7. "Dwelling, single-family" means a building that contains only one principal dwelling unit and occupied exclusively for residence purposes, including naturally or commonly occurring uses specified herein.
  8. "Dwelling, townhouse" means a single dwelling unit in a townhouse development that extends from foundation to roof and that has a yard or public way on not less than two sides. Townhouse dwelling units may be either attached by one or more common walls or detached.
  9. "Dwelling unit" means a single unit providing complete independent living facilities for one or more persons, including permanent provisions for living, sleeping, eating, cooking and sanitation. A dwelling unit shall contain no more than two interior rooms or spaces providing permanent cooking provisions. For the purposes of this definition with rental housing, a bed, day bed, couch, futon or other similar multipurpose sleeping furniture shall constitute the provisions for sleeping.
- E. "Family, Immediate" means a spouse, child, parent, stepparent, stepchild, father-in-law, mother-in-law, brother, sister, daughter-in-law, son-in-law, grandchild, and grandparent.
- F. "Guest" means an individual who shares a dwelling unit on a temporary basis for not more than 30 days in any given calendar year. For the purposes of the rental housing code, guests shall not possess a signed lease with the owner or be defined as a tenant. All short-term rental occupants shall be considered tenants. All guests shall be included in the maximum occupant load count for the dwelling unit.
- G. "Long Term Rental Property" means any rental unit that is occupied or intended to be occupied for 31 or more consecutive days in a calendar year.

- H. "Occupant" means a person who is physically present in the dwelling and is engaged in activities of daily living, including, but not limited to, sleeping, cooking, eating, and sanitation, for at least thirty 31 days in a calendar year or who is a tenant.
- I. "Operator" means any person who has custody or control of the building or parts thereof in which dwelling units or rooming units are let or who has custody or control of the premises.
- J. "Owner" means any person who has custody and/or control of any dwelling, dwelling unit or rooming unit by virtue of a contractual interest in or legal or equitable title to said dwelling, dwelling unit or rooming unit as guardian or conservator.
- K. "Rental certificate" means a certificate that is issued by the Community Development Department after written application if the dwelling unit, at the date of such application, is entitled thereto.
- L. "Rental unit" means any house or building or portion thereof which is occupied in whole or part as a home or residence of one or more tenants, on a rental basis, or when, in return for housing, a tenant agrees to occupy and maintain the premises and pay utilities.
- M. "Short Term Rental Property" means any individually or collectively owned single-family dwelling or dwelling unit; any unit or group of units in a condominium, cooperative, or timeshare; or an owner-occupied residential home that is offered for a fee for 30 or fewer consecutive days in a calendar year. All short-term rental occupants shall be considered tenants.
- N. "Single-Family Rental Home" means a non-owner-occupied single-family dwelling where rent is paid under a single lease with no subleases allowed.
- O. "Sleeping provision, permanent" relating to the rental housing code, means a bed, day bed, couch, futon or other similar multipurpose sleeping furniture.
- P. "Tenant" means: (i) an occupant who occupies a dwelling unit who pays, or has payments made on their behalf, a stated payment at fixed intervals for the use of the dwelling unit; or (ii) a person occupying a dwelling unit owned by another individual, who, in return for housing, agrees to occupy and maintain the premises and pay utilities, or (iii) an occupant of a short-term rental property.

**2. Add section 301.2.1 Basic Duties of Owner:**

- A. Comply with all obligations primarily imposed upon tenants by applicable provisions of building and housing codes materially affecting health and safety.
- B. Make all repairs and do whatever is necessary to put and keep the premises in a fit and habitable condition.
- C. Keep all common areas of the premises, including the exterior areas, in a clean and safe condition.
- D. Maintain in good and safe working order and condition all electrical, plumbing, sanitary, heating, ventilating, air-conditioning, and other facilities and appliances, including elevators, supplied or required to be supplied by the owner.
- E. Provide and maintain appropriate receptacles and conveniences, accessible to all tenants, for the central collection and removal of ashes, garbage, rubbish, and other waste incidental to the occupancy of the dwelling unit and arrange for their removal.
- F. Supply running water and hot water at all times, and supply heat as required by the code.

- G. Practice reasonable due diligence in accepting tenant(s) to ensure the health, safety, and general welfare of the community is preserved. Violations of code Title 5 (chapters 4-11) shall be directed to the rental certificate owner.
- H. Execution of a rental agreement (lease) with the tenant which uphold the regulations of the city and the Iowa Uniform Residential Landlord and Tenant Act. Rules shall be established within the rental agreement to expedite the termination of the rental agreement and eviction for problematic tenants.

**3. Add section 301.2.2 Tenant Obligations:**

- A. Comply with all obligations primarily imposed upon tenants by applicable provisions of building and housing codes materially affecting health and safety.
- B. Comply with all city regulations regarding nuisances, parking, and city code Title 7 (chapters 4-11).
- C. Keep that part of the premises that the tenant occupies and uses clean and safe as the condition of the premises permit.
- D. Dispose from the tenant's dwelling unit all ashes, rubbish, garbage, and other waste in a clean and safe manner.
- E. Keep all plumbing fixtures in the dwelling unit or used by the tenant as clean as their condition permits.
- F. Use in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air-conditioning and other facilities and appliances including elevators or stairways in the premises.
- G. Not deliberately or negligently destroy, deface, damage, impair or remove a part of the premises or knowingly permit a person to do so.
- H. Upon proper notice (24 hours), shall not unreasonably withhold consent to the landlord to enter the dwelling unit in order to inspect the premises, make necessary or agreed repairs, alterations, or improvements, supply necessary or agreed services, or exhibit the dwelling unit to prospective or actual purchasers, mortgagees, tenants, workers, or contractors.
- I. Not act in a manner that will disturb a neighbor's peaceful enjoyment of the premises or surrounding premises.

**4. Section 302.4 Weeds. Delete in its entirety and insert the following.**

- A. Weeds. All premises and exterior property shall be maintained free from grasses and weeds in accordance with Title 5, Chapter 6 Nuisances; Abatement Procedures.

**5. Section 303.2 Enclosures. Delete this section and insert the following.**

- A. **Enclosures.** Enclosures, covers, and gates protecting swimming pools and hot tubs and spas shall be installed and maintained in accordance with Title 10, chapter 10 of the city code.

**6. Section 304.14 Insect Screens. Insert the following dates.**

- A. April 1<sup>st</sup> to November 1<sup>st</sup>.

**7. Add section 307.3 New/Replacement Handrails or Guardrails**

- A. Handrails and guardrails undergoing any change, remodel or replacement shall be installed in accordance with the currently adopted Clive Building Code.

**8. Section 404.4.1 Room Area. Delete this section and insert the following.**

- A. Every living room shall contain not less than 120 square feet, and every bedroom shall contain not less than 70 square feet.

Exception: Efficiency units as established in the International Property Maintenance Code.

**9. Section 404.5 Overcrowding. Delete this section in its entirety, including table 404.5, and replace with the following.**

- A. Dwelling units shall not be occupied by more occupants than permitted by the minimum area requirements of the following table.

| Room Type         | Room Area                                     | Maximum Occupant Load                         |
|-------------------|-----------------------------------------------|-----------------------------------------------|
| Bedroom           | At least 70 sq. ft. but less than 120 sq. ft. | 1 per room                                    |
| Bedroom           | 120 sq. ft. to 180 sq. ft.                    | 2 per room                                    |
| Bedroom           | 180 sq. ft. or more                           | 3 per room                                    |
| Multipurpose Room | At least 70 sq. ft.                           | 1 per room, not more than 2 per dwelling unit |

- See section 202 for bedroom definition
- For the purposes of this section, a multi-purpose room may include a living room, den, study, or other similar room that by design or layout is not primarily intended to be used as a bedroom, but that is otherwise habitable and provides accommodations for sleeping such as a bed, daybed, couch, futon or similar multipurpose sleeping furniture. All rooms used for sleeping shall contain a code compliant emergency escape and rescue opening and code compliant smoke alarms.

**10. Section 602.3 Heat Supply. Insert the following dates.**

- A. September 1<sup>st</sup> to May 30<sup>th</sup>.

**11. Section 602.4. Occupiable Workspaces. Insert the following dates.**

- A. September 1<sup>st</sup> to May 30<sup>th</sup>.

**12. Add section 603.7 Corrugated Stainless-Steel Tubing (CSST)**

- A. Corrugated stainless steel tubing shall be bonded to the electrical grounding system or panelboard utilized by the existing electrical service. This shall be done in accordance with the tubing manufacturer's recommendations.
- B. All new CSST shall be arc resistant corrugated stainless-steel tubing listed in accordance with ANSI LC1 (Optional Section 5.16)/CSA 6.026.

**13. Add section 605.2.1 Kitchen Receptacles**

- A. All 15- and 20-amp receptacle outlets that serve kitchen countertop areas shall be ground fault circuit interrupter (GFCI) protected. If no ground wire is present the GFCI shall be properly labeled as such.

**14. Add section 605.2.2 Bathroom Receptacles**



- A. All 15- and 20-amp receptacle outlets located within bathrooms shall be ground fault circuit interrupter (GFCI) protected. If no ground wire is present the GFCI shall be properly labeled as such.

**15. Add section 605.2.3 Other Receptacle Outlets**

- A. All 15- and 20-amp receptacle outlets located within 6' of a sink shall be ground fault circuit interrupter (GFCI) protected. If no ground wire is present the GFCI shall be properly labeled as such.

**16. Add section 605.2.4 Garage/Accessory Building Receptacles**

- A. All 15- and 20-amp receptacle outlets located within garages/accessory buildings shall be ground fault circuit interrupter (GFCI) protected. If no ground wire is present the GFCI shall be properly labeled as such.

**17. Add section 605.2.5 Outdoor Receptacles**

- A. All 15- and 20-amp receptacle outlets located outdoors shall be ground fault circuit interrupter (GFCI) protected. If no ground wire is present the GFCI shall be properly labeled as such.

**18. Section 702.4 Emergency Escape and Rescue Openings.** Delete this section and insert the following language.

- A. All emergency escape and rescue windows original to when the dwelling unit was constructed, that easily open to the maximum extent designed and are located within 52 inches or less from the finished floor or provided platform shall be allowed to remain in place. All emergency escape and rescue windows considered for replacement or that have already been replaced with replacement windows or insert windows shall meet the following conditions:
  - 1. Buildings built prior to January 1, 1972:
    - a. The replacement window is the manufacturer's largest standard size window that will fit within the existing frame or existing rough opening. The replacement window is of the same operating style as the existing window or a style that provides for an equal or greater window opening area than the existing window.
    - b. The minimum net clear opening height shall be 20 inches, and the minimum net clear opening width shall be 20 inches.
    - c. In no case shall the replacement window provide less than 4.0 square feet of net clear opening.
    - d. The bottom of the clear opening of the replacement window shall not be greater than 48 inches above the finished floor or code approved window platform.

Exception: Existing window openings that open directly to existing finished grade level are allowed up to (52) fifty-two inches above the finished floor or code approved window platform to accommodate existing taller foundations.

- 2. Buildings built after January 1, 1972:

- a. The replacement window is the manufacturer's largest standard size window that will fit within the existing frame or existing rough opening. The replacement window is of the same operating style as the existing window or a style that provides for an equal or greater window opening area than the existing window.
  - b. In no case shall the measurement from the bottom of the window opening to the finished floor and minimum net opening width and height requirements be less than the code applicable when the building was built.
- B. All new window openings created that will serve as an emergency escape and rescue opening, shall be sized and placed to accommodate windows with net openings and heights like that for new construction. New construction requirements shall follow the most currently adopted International Residential Code or International Building Code.
- C. Doors used as emergency escape and rescue openings shall be maintained in accordance with the code in effect at the time of construction.
- D. All emergency escape and rescue openings shall meet both of the following requirements:
  - 1. Shall be operational from the inside of the room without the use of keys, tools or special knowledge.
  - 2. Bars, grilles, grates or similar devices are permitted to be placed over emergency escape and rescue openings provided that the minimum net clear opening size complies with the code referenced above and the unit is equipped with code compliant smoke alarms. Such devices shall be releasable or removable from the inside without the use of a key, tool, special knowledge or force greater than that which is required for normal operation of the escape and rescue opening.

**19. 704.6 Single and Multiple-Station Smoke Alarms.** Add the following language:

- A. Smoke alarms shall be listed in accordance with UL 217. Combination smoke and carbon monoxide alarms shall be listed in accordance with UL 217 and UL 2034.

**20. 704.6.1 Where Required.** Delete the three exceptions.

**21. 704.6.1.2 Groups R-2, R-3, R-4 and I-1.** Add the following language:

- A. Immediate vicinity shall mean the following distances from the alarm to the bedroom door.
  - 1. (25') twenty-five feet for alarms with primary power from building wiring or per manufacturer recommendations, whichever is less.
  - 2. (10') ten feet for battery operated alarms or per manufacturer recommendations, whichever is less.
  - 3. In theater rooms, exercise rooms and mechanical rooms. Mechanical closets less than 16 square feet are exempt from the requirement of having a smoke alarm within the closet if another smoke alarm is located within the immediate vicinity of the closet door as determined above.

**22. 704.6.3 Power Source.** Add the following language.

- A. Existing smoke alarms powered by building power shall never be replaced with solely battery-operated alarms.

- B. All solely-battery operated smoke alarms shall be 10-year sealed in place battery type.

23. **705.2.1 Power Source.** Add the following language.

- A. All solely-battery operated carbon monoxide alarms shall be 10-year sealed in place battery type.

**10-12-14. VIOLATIONS AND ENFORCEMENT STRATEGIES.** The city reserves the right to impose any of the following enforcement strategies to keep all rental housing in good standing. Any strategy may be used individually, or multiple strategies may be used concurrently.

1. **Rent Abatement** – no rent shall be recoverable by the owner or lessee of any dwelling which does not comply with the rental housing code until such a time as the dwelling does comply with the rental housing code.
  - A. The Construction Services Administrator may order rent abated when they have determined the owner has:
    1. Failed to provide an essential service (water, sewer, electricity, heat).
    2. Failed to remedy a condition that poses a substantial risk to the health or safety of the tenant(s).
    3. Rented at the subject dwelling unit without a rental permit, or
    4. Rented the subject dwelling unit in a manner not permitted by this code.
  - B. Rent abatement means that the owner may not recover rent from the tenant. Rent shall be abated until the condition for which rent abatement was ordered has, in the judgment of the Construction Services Administrator, been remedied.
  - C. The Construction Services Administrator shall provide a copy of the rent abatement order to the owner at the address on the rental permit and to the tenant by U.S. mail and by posting the entrance door to the dwelling unit. Notice of termination of the rent abatement order will be given in the same manner.
2. **Municipal Citation** - Violations of the provisions of this chapter, or failure to comply with any of its requirements, shall constitute a municipal infraction as set forth in title 1, chapter 4, article A of this code. In the event the city seeks court intervention for a violation of any provision of this chapter, the city may seek reimbursement for reasonable attorney fees and additional costs. Nothing herein contained shall prevent the city from taking such other lawful actions as necessary to prevent or remedy violations.
3. **Code Compliance Meeting** – A code compliance meeting shall be scheduled if any combination of three or more written nuisance, zoning, building, housing, other notices of code violation, or three or more parking tickets issued on separate dates are written within a 12-month period on or adjacent the premises.
  - A. Said meeting shall be scheduled during normal business hours of the city.
  - B. The owner, operator, and one adult tenant of each involved dwelling unit shall attend the scheduled meeting.
  - C. A code compliance settlement agreement shall be drafted in which the owner, operator and tenant(s) agree to take corrective action to avoid future violations. If the property owner, operator or tenant does not attend the scheduled code compliance meeting, fails or refuses to sign the code compliance agreement, or fails to comply with the guidelines outlined in the

agreement, the city may then refer the owner to the building codes appeal board with a recommendation to impose one or more of the rental permit sanctions identified in this chapter. Referral to the building codes appeal board shall require an application and fee as determined, from time to time, be council.

4. **Sanctions** – The city, including the Building Codes Appeal Board, reserves the right to impose sanctions as necessary to safeguard the health, safety, and general welfare of the neighborhood and tenants. Sanctions may be applied to an individual dwelling unit, the entire rental dwelling, or the premises. Each separate violation may constitute a rental permit sanction unless the owner qualifies for a defense to an enforcement action. Unless an emergency exists, all sanction requests shall be heard by the Building Codes Appeal Board with the request stayed until the board rule is final. Building Codes Appeal Board fees shall be paid for by the owner. Failure of the owner or operator to attend the hearing or pay fees associated with the Building Codes Appeal Board shall forfeit the owner's opportunity for a hearing and the recommended sanctions shall be placed in immediate effect.

Notwithstanding any other provision herein, the rental permit sanctions are not applicable to victims of abuse or crime as provide in the code.

Transfer of Ownership – Transfer of ownership does not modify or alter any sanction imposed unless approved by the city or unless the transfer is due to a sale of the property between disinterested parties as determined by the city.

In deciding the severity of the rental permit sanction, the city will consider the following:

1. Level of cooperation of the parties to resolve issues.
2. Level of disturbance associated with the violations.
3. Impact of violations on neighbors or other victims.
4. Degree to which parties have taken reasonable steps to resolve the issues.
5. Property/Owner violation history.

Property owner defenses to an enforcement action:

1. Reported the violation to law enforcement.
2. Evicted or attempted to evict tenants charged with a violation.
3. Undertook reasonable means to avoid a reoccurrence of code violations.
4. Executed a written plan/agreement/new rental agreement with the tenants to address any future issues.

A. **Reduced Term Rental Certificate** – Reduced term rental certificates shall be renewed annually and inspected by the city every 2 years. Fees charged shall be per the fee schedule adopted from time to time by council. This sanction shall be in effect for a period of not less than four years from the date of the final ruling. A reduced term rental certificate sanction may be imposed for the following reasons:

1. If the owner, occupant, or any guest has on two or more occasions within a 12-month period been issued criminal convictions for violations of the Iowa Code, City Code, or Federal Code pertaining to:
  - a. Controlled substance
  - b. Assault
  - c. Willful injury
  - d. Terrorism
  - e. Stalking

- f. Trafficking stolen weapons
- g. Reckless use of a firearm
- h. Consumption of alcohol in a public place
- i. Alcohol intoxication in a public place
- j. Possession of alcohol under the legal age
- k. Noise control (due to reckless activities)
- l. Criminal mischief
- m. Trespassing
- n. Interference with official acts
- o. Disorderly conduct
- p. Obstructing an officer
- q. Damaging or defacing property
- r. Indecent exposure
- s. Disorderly house
- t. Public urination and defecation

2. If the owner, any occupant, or any guest has on four or more separate occasions within a 12-month period been issued municipal citations, tickets or written violations of the city code on the premises of a rental property regarding:
  - a. Building or housing codes
  - b. Zoning ordinance
  - c. Nuisance ordinance
  - d. Graffiti
  - e. Illegal parking

**B. Suspension of Rental Certificate** – A rental certificate shall be suspended for no more than 180 days beginning on the date the ruling is final. Suspension of a rental certificate shall be cause for the tenants to be evicted within 30 days of the suspension declaration. The Building Codes Appeal Board may suspend a rental certificate for any of the following reasons:

1. Failure to comply with the conditions of the reduced term rental certificate.
2. Failure to comply with a court decision concerning a violation of any provision in the building, housing, or zoning code.
3. Adjudication by the court that the owner, operator, or persons acting on behalf of the owner has:
  - a. Violated the maximum occupancy provisions of this code.
  - b. Illegally used or allowed the illegal use of non-habitable or non-occupiable space.
  - c. Illegally converted space to habitable use.
4. Failure to comply with an order to abate a dangerous building.
5. Failure to comply with any emergency order or placarding of a structure.
6. Additional violations of the City code, Iowa code, or Federal code that occur within one year of the conditions imposed pursuant to the reduced term rental permit.
7. Failure by the owner to pay a court judgment to the city.

**C. Revocation of Rental Certificate** – A rental certificate shall be revoked for not less than one year beginning on the date the ruling is final. Revocation of a rental certificate shall be cause for the tenants to be evicted within 30 days of the revocation declaration. The Building Codes Appeal Board may revoke a rental certificate for any of the following reasons:

1. Failure to comply with a suspension of the rental certificate.
2. Failure to comply with an order to abate a dangerous building.

3. Failure to comply with an emergency order or placarding of a structure.
4. More than one determination for rental certificate suspension within two (2) years of the reinstated rental certificate on a premises.
5. The owner is convicted for making false statements on a rental certificate application and/or informational disclosure and acknowledgement form.

**10-12-15. COLLECTION OF FEES, FINES, PENALTIES AND COSTS.** All fees, fines, penalties and costs imposed upon an owner in the enforcement of this chapter shall be due when notice of the amount of such fees, fines, penalties and costs is mailed to the owner.

1. If notice containing the information required by Iowa Code 364.17 is given and the total amount of such fees, fines, penalties and costs is not paid within 30 days of when due, or within 10 days of the final action of the Building Codes Appeal Board, then:
  - A. The owner shall be charged a late payment penalty in the amount set forth in the fee schedule adopted by the City Council from time to time.
  - B. Interest shall thereafter accrue on the unpaid balance at the rate of 1.5% per month; and
  - C. The City may certify the unpaid balance, interest and late payment penalty to the county auditor as a lien upon the rental property for collection in the same manner as a property tax.

**10-12-16: APPEALS.** Any person affected by a decision of the Construction Services Administrator may request and shall be granted a hearing on the decision before the Building Codes Appeal Board as set forth in Title 2, chapter 2 Building Codes Appeal Board. Such appeal shall be taken within ten (10) days by filing application request on the forms provided by the Community Development Department. Additionally, the application must be accompanied with the appropriate fee as determined in the fee schedule adopted from time to time by the City Council. An appeal stays all proceedings in furtherance of the action appealed from, unless the Construction Services Administrator certified to the Building Codes Appeal Board after notice of appeal shall have been filed that by reason of facts stated in the certificate a stay would in the opinion of the Construction Services Administrator cause imminent peril to life or property. In such case, proceedings shall not be stayed other than by a restraining order which may be granted by the Building Code Appeals Board or by a court of record on application, on due cause shown.



## Memo

**TO:** Mayor and Council members

**FROM:** Ryan Mayer, Construction Services Administrator

**DATE:** September 25, 2025

**RE:** 1st Consideration of No. Ordinance 1172 - Amend Provisions of Title 10 Building Regulations of the City of Clive Regarding: Chapter 12 (Rental Housing Code)

### SYNOPSIS:

#### Attachments:

1. Ordinance 1172 Rental Housing Code

ORDINANCE NO 1172

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF CLIVE, IOWA, 2024, BY AMENDING PROVISION OF TITLE 10 BUILDING REGULATIONS

Be It Enacted by the City Council of the City of Clive, Iowa:

SECTION 1. INTERNAL REFERENCES. All references to section numbers in this ordinance shall be to sections contained within Title 10 Building Regulations specifically identified as Chapter 12 (Rental Housing Code) of the "2019 Clive Code of Ordinances" unless otherwise specified.

SECTION 2. AMENDMENT. Title 10 Building Regulations, Chapters 12 is hereby amended by striking Chapter 12 in its entirety and inserting in lieu thereof the text of the following chapter attached hereto in Exhibit A and incorporated herein by this reference: Chapter 12 (Rental Housing Code).

SECTION 3. REPEALER. All parts of the "CODE OF ORDINANCES OF THE CITY OF CLIVE, IOWA, 2019" in conflict herewith are hereby repealed.

SECTION 4. SEVERABILITY CLAUSE. If any section, provision, sentence, clause, phrase or part of this Ordinance shall be adjudged to be invalid or unconstitutional, such adjudication shall not affect the validity of this Ordinance as a whole or any section, subsection, provision, sentence, clause, phrase or part thereof not adjudged invalid or unconstitutional.

SECTION 5. WHEN EFFECTIVE. This Ordinance shall be in effect from and after its final passage, approval and notice of its passage is given as provided by law.

PASSED AND APPROVED by the City Council on the \_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
Matthew Graham, City Clerk

\_\_\_\_\_  
John Edwards, Mayor

Ordinance No. 1172 authenticated this \_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
Matthew Graham, City Clerk

\_\_\_\_\_  
John Edwards, Mayor



Officially published on the \_\_\_\_\_ day of \_\_\_\_\_, 2025

CERTIFIED BY:

---

Matthew Graham, City Clerk



## Memo

**TO:** Mayor and Council members

**FROM:** Elizabeth Hansen, Director of Administrative Services

**DATE:** September 25, 2025

**RE:** Public Hearing - 2025B proposal to enter into a General Obligation Urban Renewal Loan Agreement - \$5,910,000

### **SYNOPSIS:**

The first action of the evening is to hold a public hearing as outlined for capital projects for the 2026 construction season in the amount of \$5,910,000. The entire 2025B borrowing relates to the Alice's Road Right-of-Way acquisition and Reconstruction Project, which is a TIF capital project that was outlined in the CIP that was approved in December 2024.

Following the public hearing, for your consideration is a resolution that expresses the City's intent to enter into the loan agreement and issue the bonds.

The remaining schedule for the borrowing is as follows:

September 25 - Standard & Poor Credit Call

October 9 - Approval of the Preliminary Official Statement, Electronic Bidding, and Set the Date of the Sale

October 23 - Receive the bids in the morning and presentation of the bids received, award the sale of bonds, and authorize issuance proceedings

November 13 - Delivery of Funds

Attachments:

None



## Memo

**TO:** Mayor and Council members

**FROM:** Elizabeth Hansen, Director of Administrative Services

**DATE:** September 25, 2025

**RE:** Resolution taking additional action on proposals to enter into a General Obligation Urban Renewal Loan Agreement

### SYNOPSIS:

Following the public hearing, for your consideration is a resolution that expresses the City's intent to enter into the loan agreement and issue the bonds. Staff recommends approval.

The remaining schedule for the borrowing is as follows:

September 25 - Standard & Poor Credit Call

October 9 - Approval of the Preliminary Official Statement, Electronic Bidding, and Set the Date of the Sale

October 23 - Receive the bids in the morning and presentation of the bids received, award the sale of bonds, and authorize issuance proceedings

November 13 - Delivery of Funds

### Attachments:

1. Resolution taking action on Loan Agreement

MINUTES TO HOLD HEARING AND  
ADDITIONAL ACTION ON LOAN  
AGREEMENT

421346-96

Clive, Iowa

September 25, 2025

The City Council of the City of Clive, Iowa, met on September 25, 2025, at 6:00 o'clock p.m., at the City Hall Council Chambers, Clive, Iowa.

The meeting was called to order by the Mayor, and the roll was called showing the following members of the City Council present and absent:

Present: \_\_\_\_\_

Absent: \_\_\_\_\_.

This being the time and place specified for taking action on the proposal to enter into a certain Loan Agreement, as defined in the attached resolution, in a principal amount not to exceed \$5,910,000, the City Clerk announced that no written objections had been placed on file. Whereupon, the Mayor called for any written or oral objections, and there being none, the Mayor closed the public hearing.

Whereupon, the Mayor called for any written or oral objections, and there being none, the Mayor closed the public hearing.

After due consideration and discussion, Council Member \_\_\_\_\_ introduced the following resolution and moved its adoption, seconded by Council Member \_\_\_\_\_. The Mayor put the question upon the adoption of said resolution, and the roll being called, the following Council Members voted:

Ayes: \_\_\_\_\_

Nays: \_\_\_\_\_

Whereupon, the Mayor declared the resolution duly adopted, as hereinafter set out.

• • • • •

At the conclusion of the meeting, and upon motion and vote, the City Council adjourned.

---

Mayor

Attest:

---

City Clerk

RESOLUTION NO. \_\_\_\_\_

Resolution taking additional action on proposal to enter into Loan Agreement

WHEREAS, the City of Clive (the “City”), in Polk and Dallas Counties, State of Iowa, heretofore proposed to enter into a loan agreement (the “Loan Agreement”), pursuant to the provisions of Section 384.24A of the Code of Iowa, and to borrow money thereunder in a principal amount not to exceed \$5,910,000 for the purpose of paying the costs, to that extent, of (a) constructing street, water system, storm water drainage, sanitary sewer system and sidewalk improvements including right-of-way acquisition and other incidental improvements in the public right-of-way; and (b) acquiring and installing street lighting, signage and signalization improvements (the “Projects”), and has published notice of the proposed action and has held a hearing thereon on September 25, 2025; and

WHEREAS, pursuant to the provisions of Section 384.28 of the Code of Iowa, the City intends to enter into the Loan Agreement and to issue General Obligation Urban Renewal Bonds, Series 2025B (the “Bonds”) in evidence of its obligation thereunder;

NOW, THEREFORE, It Is Resolved by the City Council of the City of Clive, Iowa, as follows:

Section 1. The City Council hereby determines to enter into the Loan Agreement in the future and orders that the Bonds be issued at such time, in evidence thereof. The City Council further declares that this resolution constitutes the “additional action” required by Section 384.24A of the Code of Iowa.

Section 2. Further action with respect to the Loan Agreement is hereby adjourned to the City Council meeting on October 9, 2025.

Section 3. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

Section 4. This resolution shall be in full force and effect immediately upon its adoption and approval, as provided by law.

Passed and approved September 25, 2025.

\_\_\_\_\_  
Mayor

Attest:

\_\_\_\_\_  
City Clerk

## ATTESTATION CERTIFICATE

STATE OF IOWA  
COUNTIES OF POLK AND DALLAS                      SS:  
CITY OF CLIVE

I, the undersigned, City Clerk of the City of Clive, do hereby certify that as such I have in my possession or have access to the complete corporate records of the City and of its City Council and officers and that I have carefully compared the transcript hereto attached with those corporate records and that the transcript hereto attached is a true, correct and complete copy of all the corporate records relating to public hearing and additional action on the proposal to enter into a certain Loan Agreement and to issue General Obligation Urban Renewal Bonds, Series 2025B in the future, and that the transcript hereto attached contains a true, correct and complete statement of all the measures adopted and proceedings, acts and things had, done and performed up to the present time with respect thereto.

WITNESS MY HAND this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
City Clerk



## Memo

**TO:** Mayor and Council members

**FROM:** Matt McQuillen, City Manager

**DATE:** September 25, 2025

**RE:** Public Hearing - City Hall Phase 2 Remodel - Prime Contract #2 Rebid

### SYNOPSIS:

During the September 25 meeting a public hearing is scheduled for the consideration of bids received for the rebid of Prime Contract #2 - Aluminum Frames & Glazing for the City Hall Remodel Phase 2 Project. Bids were received on September 11 at 11:00 AM in the Clive Council Chambers. The City received three bids as noted in the bid tab included in the packet. The lowest responsible bid received was from Elite Glass & Metal in the amount of \$135,370.00. The bid from Elite is slightly below DCI Group's estimate of \$137,453.54. DCI has reviewed the bid with Elite and it is complete. Staff would recommend award of Prime Bid Package #2 to Elite Glass & Metal in the amount of \$135,370.00.

Upon consideration and approval of the bid from Elite, the total of all bids received and awarded for Phase 2 of the City Hall Remodel Project is \$1,340,338 with an initial estimate of \$1,518,839.37, making the final bids 12% below the estimate.

Attachments:

None





## Memo

**TO:** Mayor and Council members  
**FROM:** Matt McQuillen, City Manager  
**DATE:** September 25, 2025  
**RE:** Receipt of Bids

### **SYNOPSIS:**

Attached is the bid tab of the three bids received on September 11, 2025 for Bid Package #2 - Aluminum Frames and Glazing for the City Hall Remodel Phase 2 Project.

### Attachments:

1. Bid Tab - Bid Package #2 Rebid

|                           |                                                 |                    |
|---------------------------|-------------------------------------------------|--------------------|
| CM: DCI Group             | Bid Tabulation                                  | Bid Date: 9/11/25  |
| Owner: City Of Clive      | Clive City Hall Renovation Phase 2 BP #2 Re-bid | Bid Time: 11:00 AM |
| Architect: OPN Architects | Project Number: 24.811002                       | Recorder: JJ       |

| <b>BID PACKAGE #2</b>              |                  |                    |             |             |              |
|------------------------------------|------------------|--------------------|-------------|-------------|--------------|
| <b>Aluminum Frames and Glazing</b> |                  |                    |             |             |              |
| <b>Budget: \$137,453.54</b>        |                  |                    |             |             |              |
| Bidder Name                        | 10% Bid Security | Bidder Status Form | Addendum #1 | Addendum #2 | Base Bid     |
| Comiskey Glass                     | X                | X                  | X           | X           | \$191,059.00 |
| Mid American Glazing Systems       | X                | X                  | X           | X           | \$164,000.00 |
| Elite Glass And Metal              | X                | X                  | X           | X           | \$135,370.00 |
|                                    |                  |                    |             |             |              |
|                                    |                  |                    |             |             |              |
|                                    |                  |                    |             |             |              |
|                                    |                  |                    |             |             |              |
|                                    |                  |                    |             |             |              |



## Memo

**TO:** Mayor and Council members

**FROM:** Matt McQuillen, City Manager

**DATE:** September 25, 2025

**RE:** Award Construction Contract - Bid Package #2 - Aluminum Frames & Glazing - Elite Glass & Metal - \$135,370.00

### **SYNOPSIS:**

Staff and the Construction Manager, DCI Group, would recommend award of the construction contract for Bid Package #2 for the City Hall Remodel Phase 2 Project to the lowest responsible bidder, Elite Glass & Metal, in the amount of \$135,370.

### **Attachments:**

1. Res Award Contract 2 for CH Phase 2 Project 9-25-25
2. AIA Contract - Elite Glass - Final - signed

RESOLUTION NO. \_\_\_\_\_

RESOLUTION AWARDDING CONTRACTS FOR PRIME CONSTRUCTION PACKAGE #2 –  
ALUMINUM FRAMES AND GLAZING - FOR CLIVE CITY HALL RENOVATION PHASE  
2 PROJECT

WHEREAS, the plans, specifications, form of contract, and estimate of costs for the Clive City Hall Renovation Phase 2 Project (the "Project"), including separate work packages for various aspects of the Project have previously been approved; and

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

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

That the bid described on Exhibit A, for Bid Package #2 of the Project, as described in the plans and specifications adopted by the City of Clive be and are hereby accepted, the same being the lowest responsible bid received.

That the City Manager is hereby authorized and directed to obtain the necessary executed contracts, bonds and certificates of insurance for the Project as described in the plans and specifications therefore, and that upon receipt of the same in accordance with said plans and specifications, the Mayor is hereby authorized and directed to execute said documents on behalf of the City of Clive, Iowa, the same being hereby approved and accepted by this City Council; and the City Clerk is hereby authorized and directed to attest to the signature of the Mayor thereon.

PASSED AND APPROVED this 25th day of September, 2025.

By: \_\_\_\_\_  
John Edwards, Mayor

ATTEST:

By: \_\_\_\_\_  
Matthew Graham, City Clerk

**Exhibit A**

*Lowest Responsible Bidder - Clive City Hall Renovation Phase 2 Construction Package #2*

|                                                     |           |
|-----------------------------------------------------|-----------|
| <u>Bid Package #2 – Aluminum Frames and Glazing</u> |           |
| Elite Glass & Metal                                 | \$135,370 |



# AIA® Document A132® – 2019

## Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition

**AGREEMENT** made as of the twenty-fifth day of September in the year Two thousand twenty-five  
(In words, indicate day, month, and year.)

**BETWEEN** the Owner:  
(Name, legal status, address, and other information)

City of Clive  
1900 NW 114<sup>th</sup> Street  
Clive, Iowa 50325

and the Contractor:  
(Name, legal status, address, and other information)

Elite Glass & Metal, LLC  
4945 NW 57<sup>th</sup> Ave, Suite 1  
Johnston, IA 50131

for the following Project:  
(Name, location, and detailed description)

Clive City Hall – Phase 2 Remodel

The Construction Manager:  
(Name, legal status, address, and other information)

DCI Group  
220 SE 6<sup>th</sup> Street  
Suite 200  
Des Moines, Iowa 50309

The Architect:  
(Name, legal status, address, and other information)

OPN Architects  
100 Court Avenue  
Suite 100  
Des Moines, IA 50309

The Owner and Contractor agree as follows.

### ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document is intended to be used in conjunction with AIA Documents A232™–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition; B132™–2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition; and C132™–2019, Standard Form of Agreement Between Owner and Construction Manager as Adviser. AIA Document A232™–2019 is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Init.

TABLE OF ARTICLES

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ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than Modifications, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

Bid Package No. 2

ARTICLE 3 DATE OF COMMENCEMENT AND DATES OF SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall  
*(Paragraphs deleted)*

be the date set forth in the Notice to Proceed, unless otherwise approved by the Owner. If the Notice to Proceed does not specify a date of commencement of the Work, the Work shall commence no later than ten (10) days after the Notice to Proceed is issued, unless otherwise approved by the Owner.

As soon as all required paperwork, bonds and insurance certificates are in place, and all Contracts have been signed by all parties, but in no case later than **September 29<sup>th</sup>, 2025**.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 3.3 Substantial Completion and Final Completion of the Project or Portions Thereof

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the date of Substantial Completion of the Work of all of the Contractors for the Project will be 04-15-2026.  
*(Insert the date of Substantial Completion of the Work of all Contractors for the Project.)*

Final Completion of the entire Work shall be achieved within          ( 60 ) days of Substantial Completion.

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents and if different from the Substantial Completion date outlined in Section 3.3.1, if portions of the Work of all of the Contractors for the Project are

to be completed prior to Substantial Completion of the entire Work of all of the Contractors for the Project, the Contractors shall achieve Substantial Completion of such portions by the following dates:

§ 3.4 When the Work of this Contract, or any Portion Thereof, is Substantially Complete

§ 3.4.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall substantially complete the entire Work of this Contract:

(Check one of the following boxes and complete the necessary information.)

☐ Not later than ( ) calendar days from the date of commencement of the Work.

☒ By the following date: April 15, 2026

§ 3.4.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work of this Contract are to be substantially complete prior to when the entire Work of this Contract shall be substantially complete, the Contractor shall substantially complete such portions by the following dates:

§ 3.4.3 If the Contractor fails to substantially complete or finally complete the Work of this Contract, or portions thereof, as provided in this Section 3.4, liquidated damages, if any, shall be assessed as set forth in Section 4.3.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor’s performance of the Contract. The Contract Sum shall be

(Paragraphs deleted)

a Stipulated Sum, in accordance with Section 4.2

(Paragraphs deleted)

below.

§ 4.2 Stipulated Sum

§ 4.2.1 The Contract Sum shall be one hundred thirty-five thousand three hundred seventy (\$ \$135,370 ), subject to additions and deductions as provided in the Contract Documents.

§ 4.2.2 Alternates

§ 4.2.2.1 Alternates, if any, included in the Contract Sum:

| Item | Price |
|------|-------|
| N/A  | N/A   |

§ 4.2.2.2 The Stipulated Sum is based on the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner.

(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

| Item | Price | Conditions for Acceptance |
|------|-------|---------------------------|
| N/A  | N/A   | N/A                       |

§ 4.2.3 Allowances, if any, included in the Contract Sum:

(Identify each allowance.)

| Item | Price |
|------|-------|
| N/A  | N/A   |

§ 4.2.4 Unit prices, if any:



(Identify the item and state the unit price, and quantity limitations, if any, to which the unit price will be applicable.)

| Item | Units and Limitations | Price per Unit (\$0.00) |
|------|-----------------------|-------------------------|
|------|-----------------------|-------------------------|

(Paragraphs deleted)  
(Table deleted)  
(Paragraphs deleted)  
(Table deleted)  
(Paragraphs deleted)  
(Table deleted)  
(Paragraphs deleted)  
(Table deleted)  
(Paragraphs deleted)  
(Table deleted)  
(Paragraphs deleted)

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Construction Manager by the Contractor, and Certificates for Payment issued by the Construction Manager and Architect, the Owner shall make progress payments on account of the Contract Sum, to the Contractor, as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month.

§ 5.1.3 Provided that an Application for Payment is received by the Construction Manager by the 25<sup>th</sup> of the month, the Owner shall pay the certified amount to the Contractor not later than the last day of the following month. If an Application for Payment is received by the Construction Manager after the application date fixed above, the Owner shall pay the certified amount not later than forty-five (45) days after the Construction Manager receives the Application for Payment. (Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Progress Payments Where the Contract Sum is Based on a Stipulated Sum

§ 5.1.4.1 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Construction Manager and Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment. Preferred forms are AIA Form G-732-2019 and G703-1992. Each Application for Payment shall be accompanied by an executed Partial Waiver of Lien and Release of Claims.

§ 5.1.4.2 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.4.3 In accordance with AIA Document A232™-2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.4.3.1 The amount of each progress payment shall first include:

- .1 That portion of the Contract Sum properly allocable to completed Work;
- .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

§ 5.1.4.3.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A232–2019;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A232–2019; and
- .5 Retainage withheld pursuant to Section 5.1.5.

§ 5.1.4.6 Except with the Owner's prior approval, the Contractor shall not make advance payment to suppliers for materials or equipment which have not been delivered and stored at the site.

#### § 5.1.5 Retainage

The Owner shall withhold up to three percent (3%) of each progress payment made to Contractor under Section 5.1.4 in accordance with Iowa Code Chapter 573.

*(Paragraphs deleted)*

#### § 5.2 Final Payment

*(Paragraphs deleted)*

§ 5.2.1 The Owner shall pay the entire unpaid balance of the Contract Sum to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A232–2019, and to satisfy other requirements, if any, which extend beyond final payment; and

§ 5.2.2 The Owner's Final Payment to the Contractor shall be made no earlier than thirty-one (31) days following approval and final acceptance by the City of Clive (Owner) upon receipt and review of the Construction Manager's and/or Architect's final Certificate for Payment and recommendation for Final Payment. Final Payment may be contingent upon receipt of all lien waivers/Chapter 573 claim releases and other closeout documents and shall be subject to the conditions of and shall be paid in accordance with the provisions of Iowa Code Chapter 573 and Iowa Code Chapter 26.

§ 5.3 Payments due and unpaid under the Contract shall bear interest from the date payment is due at

*(Paragraphs deleted)*

a rate equal to the rate specified by rule pursuant to Iowa Code Section 74A.2 or Iowa Code Section 573.14, whichever is less.

### ARTICLE 6 DISPUTE RESOLUTION

#### § 6.1 Initial Decision Maker

The Architect will serve as Initial Decision Maker pursuant to Article 15 of AIA Document A232–2019, unless

*(Paragraphs deleted)*

otherwise mutually agreed upon by the parties.

#### § 6.2 Binding Dispute Resolution

Any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A232–2019, the method of binding dispute resolution shall be as follows:

*(Check the appropriate box.)*

.

☒ [ X ] Litigation in a court of competent jurisdiction.

*(Paragraphs deleted)*

In the event the Owner should prevail in any legal action arising out of the performance or non-performance of this Agreement, the Contractor shall pay, in addition to any damages, all expenses of such action including reasonable attorney's fees, all expert witness fees, costs, and litigation expenses incurred by the Owner, including those incurred on appeal. The term "legal action" shall be deemed to include any arbitration, administrative proceedings, and all actions at law or in equity, including appeals.

Init.

**ARTICLE 7 TERMINATION OR SUSPENSION**

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A232–2019. For the avoidance of doubt, if the Contract is terminated for the Owner’s convenience in accordance with Article 14 of AIA Document A232–2019, no termination fee shall be owed to the Contractor by the Owner.

*(Paragraphs deleted)*

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A232–2019.

*(Paragraphs deleted)*

**ARTICLE 8 MISCELLANEOUS PROVISIONS**

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A232–2019 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner’s representative:

*(Name, address, email address, and other information)*

N/A

§ 8.3 The Contractor’s representative:

*(Name, address, email address, and other information)*

N/A

§ 8.4 Neither the Owner’s nor the Contractor’s representative shall be changed without ten days’ prior notice to the other party.

**§ 8.5 Insurance and Bonds**

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A132™–2019, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition, AIA Document A232™–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition and/or elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A232™–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition, and elsewhere in the Contract Documents.

**§ 8.6**

*(Paragraphs deleted)*

Intentionally left blank.

**§ 8.7 Relationship of the Parties**

The Contractor accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Architect and exercise the Contractor’s best skill and judgment in furthering the interests of the Owner; to furnish efficient business administration and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an reasonably expeditious and economical manner consistent with the Owner’s interests. The Owner agrees to furnish and approve, in a timely manner, information required by the Contractor and to make payments to the Contractor in accordance with the requirements of the Contract Documents.

§ 8.8 Payments due and unpaid under the Contract shall bear interest from the date payment is due equal to the rate specified by rule pursuant to Iowa Code Section 74A.2 or Iowa Code Section 573.14 whichever is less.

Init.

§ 8.9 Other provisions:

The Contractor shall not be owned, operated, or managed by a registered sex offender who has been convicted of a sex offense against a minor in accordance with Iowa Code 692A.113. In addition, the Contractor shall not permit an employee, Subcontractor (Company) owned, operated, or managed by, or Subcontractor employee who is a registered sex offender convicted of a sex offense against a minor on real property of the Owner’s schools in accordance with Iowa Code 692A.113. The Contractor shall further acknowledge and certify by signing this Agreement that services provided under this Contract comply with Iowa Code 692A.113.

To the fullest extent permitted by law, the Contractor shall defend, indemnify, and hold harmless the Owner, its agents, representatives, and employees (each, an "Indemnatee") from and against all claims, damages, losses and expenses, including, but not limited to, attorneys’ fees (each, a "Claim"), arising out of or resulting from or in connection with: (i) the performance of the Work, but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by an Indemnatee; and (ii) the death or bodily injury of any agent, employee, customer, business invitee, or business visitor of the Contractor or a Subcontractor, except to the extent caused by the negligent acts or omissions of the Owner. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity or contribution which would otherwise exist, as to any party or person described in Contract Documents. Any Indemnatee seeking indemnification for a Claim shall give prompt written notice to the Contractor of such Claim; provided, however, the failure by an Indemnatee to give such notice shall not relieve the Contractor of its obligations hereunder, except to the extent that the Contractor is materially prejudiced as a result of such failure. In addition, the Indemnatee shall allow the Contractor to direct the defense and settlement of any such Claim, with counsel of the Contractor’s choosing, and shall provide the Contractor, at the Contractor’s expense, with such information and assistance as is reasonably necessary for the defense and settlement of the Claim. The Contractor shall not settle any Claim that affects the Indemnatee’s rights or interests without the written consent of the Indemnatee. The Contractor shall not consent to the entry of any judgment or enter into any settlement that does not include as an unconditional term thereof the giving by the claimant or plaintiff to the Indemnatee a release from all liability with respect to the Claim.

In the event the Owner should prevail in any legal action arising out of the performance or non-performance of this Agreement, the Contractor shall pay, in addition to any damages, all expenses of such action including reasonable attorneys’ fees, all expert witness fees, costs, and litigation expenses incurred by the Owner, including those incurred on appeal. The term "legal action" shall be deemed to include any arbitration, administrative proceedings, and all actions at law or in equity, including appeals.

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

- .1 AIA Document A132™–2019, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition
- .2 Not Used
- .3 AIA Document A232™–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition
- .4 Performance and Payment Bonds in one hundred percent (100%) of the Contract Amount.
- .5 Drawings  
City Hall Renovation – Phase 2

| Number   | Title                          | Date     |
|----------|--------------------------------|----------|
| 24811002 | City Hall Renovation – Phase 2 | 7/3/2025 |

- .6 Specifications  
City of Clive City Hall Renovation Phase 2 Project Manual

| Section | Title                                                     | Date      | Pages |
|---------|-----------------------------------------------------------|-----------|-------|
|         | City of Clive City Hall Renovation Phase 2 Project Manual | 7/11/2025 | 760   |

.7 Addenda, if any:

| Number | Date      | Pages |
|--------|-----------|-------|
| 1      | 7/23/2025 | 5     |
| 2      | 7/31/2025 | 36    |

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

.8 Other Exhibits:  
(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

- ☐ AIA Document A132™–2019, Exhibit B, Determination of the Cost of the Work
- ☐ AIA Document E235™–2019, Sustainable Projects Exhibit, Construction Manager as Adviser Edition, dated as indicated below:  
(Insert the date of the E235-2019 incorporated into this Agreement.)

- ☐ The Sustainability Plan:

| Title | Date | Pages |
|-------|------|-------|
| N/A   |      |       |

- ☐ Supplementary and other Conditions of the Contract:

.9 Other documents, if any, listed below:  
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A232–2019 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor’s bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

This Agreement is entered into as of the day and year first written above.

OWNER

CONTRACTOR

Nate Burgod

September 17, 2025 | 5:26 PM

CITY OF CLIVE (Signature)  
John Edwards, Mayor  
(Printed name and title)

CONTRACTOR (Signature)  
Nate Burgod, Operations Manager  
(Printed name and title)

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## ***Additions and Deletions Report for AIA® Document A132® – 2019***

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 16:48:07 ET on 09/16/2025.

### **PAGE 1**

**AGREEMENT** made as of the twenty-fifth day of September in the year Two thousand twenty-five

...

City of Clive  
1900 NW 114<sup>th</sup> Street  
Clive, Iowa 50325

...

Elite Glass & Metal, LLC  
4945 NW 57<sup>th</sup> Ave, Suite 1  
Johnston, IA 50131

...

Clive City Hall – Phase 2 Remodel

...

DCI Group  
220 SE 6<sup>th</sup> Street  
Suite 200  
Des Moines, Iowa 50309

...

OPN Architects  
100 Court Avenue  
Suite 100  
Des Moines, IA 50309

### **PAGE 2**

### **9 ENUMERATION OF CONTRACT DOCUMENTS**

**EXHIBIT A – INSURANCE AND BONDS**

**EXHIBIT B – DETERMINATION OF THE COST OF THE WORK**

...

Bid Package No. 2

§ 3.1 The date of commencement of the Work shall be:  
(Check one of the following boxes.)

- ☐ The date of this Agreement.
- ☐ A date set forth in a notice to proceed issued by the Owner.
- ☐ Established as follows:  
(Insert a date or a means to determine the date of commencement of the Work.)

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement, be the date set forth in the Notice to Proceed, unless otherwise approved by the Owner. If the Notice to Proceed does not specify a date of commencement of the Work, the Work shall commence no later than ten (10) days after the Notice to Proceed is issued, unless otherwise approved by the Owner.

As soon as all required paperwork, bonds and insurance certificates are in place, and all Contracts have been signed by all parties, but in no case later than **September 29<sup>th</sup>, 2025**.

...  
**§ 3.3 Substantial Completion of the Project or Portions Thereof**  
**Substantial Completion and Final Completion of the Project or Portions Thereof**

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the date of Substantial Completion of the Work of all of the Contractors for the Project will be: be  
04-15-2026.

...  
Final Completion of the entire Work shall be achieved within ( 60 ) days of Substantial Completion.

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, Documents and if different from the Substantial Completion date outlined in Section 3.3.1, if portions of the Work of all of the Contractors for the Project are to be completed prior to Substantial Completion of the entire Work of all of the Contractors for the Project, the Contractors shall achieve Substantial Completion of such portions by the following dates:

| Portion of Work | Substantial Completion Date |
|-----------------|-----------------------------|
|-----------------|-----------------------------|

PAGE 3

☒ By the following date: April 15, 2026

...  

| Portion of Work | Date to be substantially complete |
|-----------------|-----------------------------------|
|-----------------|-----------------------------------|

...  
§ 3.4.3 If the Contractor fails to substantially complete or finally complete the Work of this Contract, or portions thereof, as provided in this Section 3.4, liquidated damages, if any, shall be assessed as set forth in Section 4-5.4.3.

...  
§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be one of the following:  
(Check the appropriate box.)

- ☐ ~~a~~ Stipulated Sum, in accordance with Section 4.2 below
- ☐ ~~Cost of the Work plus the Contractor's Fee, in accordance with Section 4.3 below~~
- ☐ ~~Cost of the Work plus the Contractor's Fee with a Guaranteed Maximum Price, in accordance with Section 4.4 below~~

(Based on the selection above, complete Section 4.2, 4.3 or 4.4 below.)below.

...

§ 4.2.1 The Contract Sum shall be one hundred thirty-five thousand three hundred seventy (\$ \$135,370.), subject to additions and deductions as provided in the Contract Documents.

...

N/A N/A

§ 4.2.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement. The Stipulated Sum is based on the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner.

...

N/A N/A N/A

...

N/A N/A

PAGE 4

~~§ 4.3 Cost of the Work Plus Contractor's Fee without a Guaranteed Maximum Price~~  
~~§ 4.3.1 The Cost of the Work is as defined in Exhibit B, Determination of the Cost of the Work.~~

~~§ 4.3.2 The Contractor's Fee:  
(State a lump sum, percentage of Cost of the Work or other provision for determining the Contractor's Fee.)~~

~~§ 4.3.3 The method of adjustment of the Contractor's Fee for changes in the Work:~~

~~§ 4.3.4 Limitations, if any, on a Subcontractor's overhead and profit for increases in the cost of its portion of the Work:~~

~~§ 4.3.5 Rental rates for Contractor-owned equipment shall not exceed —percent (—%) of the standard rental rate paid at the place of the Project.~~

~~§ 4.3.6 Unit prices, if any:  
(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)~~

| Item | Units and Limitations | Price per Unit (\$0.00) |
|------|-----------------------|-------------------------|
|------|-----------------------|-------------------------|



~~§ 4.3.7~~ The Contractor shall prepare and submit to the Construction Manager, within 14 days of executing this Agreement, a written Control Estimate for the Owner’s review and approval. The Control Estimate shall include the items in Section B.1 of Exhibit B, Determination of the Cost of the Work.

~~§ 4.4 Cost of the Work Plus Contractor’s Fee with a Guaranteed Maximum Price~~

~~§ 4.4.1~~ The Cost of the Work is as defined in Exhibit B, Determination of the Cost of the Work.

~~§ 4.4.2~~ The Contractor’s Fee:  
*(State a lump sum, percentage of Cost of the Work or other provision for determining the Contractor’s Fee.)*

~~§ 4.4.3~~ The method of adjustment of the Contractor’s Fee for changes in the Work:

~~§ 4.4.4~~ Limitations, if any, on a Subcontractor’s overhead and profit for increases in the cost of its portion of the Work:

~~§ 4.4.5~~ Rental rates for Contractor-owned equipment shall not exceed — percent (—%) of the standard rental rate paid at the place of the Project.

~~§ 4.4.6~~ Unit Prices, if any:  
*(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)*

| Item                                                                                                                                                                                                                                                                                                                                                                                                                        | Units and Limitations | Price per Unit (\$0.00) |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------|-------------------------|
| <del>§ 4.4.7 Guaranteed Maximum Price</del>                                                                                                                                                                                                                                                                                                                                                                                 |                       |                         |
| <del>§ 4.4.7.1</del> The Contract Sum is guaranteed by the Contractor not to exceed — (\$ —), subject to additions and deductions by Change Order as provided in the Contract Documents. This maximum sum is referred to in the Contract Documents as the Guaranteed Maximum Price. Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Contractor without reimbursement by the Owner. |                       |                         |

~~§ 4.4.7.2 Alternates~~  
~~§ 4.4.7.2.1~~ Alternates, if any, included in the Guaranteed Maximum Price:

| Item                                                                                                                                                                                                                                                                                                                                                   | Price |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------|
| <del>§ 4.4.7.2.2</del> Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement.<br><i>(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)</i> |       |

| Item                                                                                                                    | Price | Conditions for Acceptance |
|-------------------------------------------------------------------------------------------------------------------------|-------|---------------------------|
| <del>§ 4.4.7.3</del> Allowances, if any, included in the Guaranteed Maximum Price:<br><i>(Identify each allowance.)</i> |       |                           |

| Item                                                                                                                              | Price |
|-----------------------------------------------------------------------------------------------------------------------------------|-------|
| <del>§ 4.4.7.4</del> Assumptions, if any, upon which the Guaranteed Maximum Price is based:<br><i>(Identify each assumption.)</i> |       |

~~§ 4.4.8~~ To the extent that the Contract Documents are anticipated to require further development, the Guaranteed Maximum Price includes the costs attributable to such further development consistent with the Contract Documents

and reasonably inferable therefrom. Such further development does not include changes in scope, systems, kinds and quality of materials, finishes, or equipment, all of which, if required, shall be incorporated by Change Order.

**§ 4.4.9** The Owner shall authorize preparation of revisions to the Contract Documents that incorporate the agreed-upon assumptions contained in Section 4.4.7.4. The Owner shall promptly furnish such revised Contract Documents to the Contractor. The Contractor shall notify the Owner and Architect of any inconsistencies between the agreed-upon assumptions contained in Section 4.4.7.4 and the revised Contract Documents.

**§ 4.5** Liquidated damages, if any:  
(Insert terms and conditions for liquidated damages, if any, to be assessed in accordance with Section 3.4.)

**§ 4.6** Other:  
(Insert provisions for bonus, cost savings or other incentives, if any, that might result in a change to the Contract Sum.)

...

**§ 5.1.2** The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

month.

**§ 5.1.3** Provided that an Application for Payment is received by the Construction Manager ~~not later than the day of a month, the Owner shall make payment of the amount certified by the 25<sup>th</sup> of the month, the Owner shall pay the~~ certified amount to the Contractor not later than the last day of the following month. If an Application for Payment is received by the Construction Manager after the application date fixed above, ~~payment of the amount certified shall be made by the Owner not later than (—) the Owner shall pay the certified amount not later than forty-five (45) days~~ after the Construction Manager receives the Application for Payment.

...

**§ 5.1.4.1** Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Construction Manager and Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment. Preferred forms are AIA Form G-732-2019 and G703-1992. Each Application for Payment shall be accompanied by an executed Partial Waiver of Lien and Release of Claims.

**PAGE 5**

**.5** Retainage withheld pursuant to Section ~~5.1.7.5.1.5.~~

**§ 5.1.4.6** Except with the Owner's prior approval, the Contractor shall not make advance payment to suppliers for materials or equipment which have not been delivered and stored at the site.

**§ 5.1.5 Progress Payments Where the Contract Sum is Based on the Cost of the Work without a Guaranteed Maximum Price Retainage**

The Owner shall withhold up to three percent (3%) of each progress payment made to Contractor under Section 5.1.4 in accordance with Iowa Code Chapter 573.

**§ 5.1.5.1** With each Application for Payment, the Contractor shall submit the cost control information required in Exhibit B, Determination of the Cost of the Work, along with payrolls, petty cash accounts, receipted invoices, or

invoices with check vouchers attached, and any other evidence required by the Owner, Construction Manager or Architect to demonstrate that payments already made by the Contractor on account of the Cost of the Work equal or exceed progress payments already received by the Contractor, plus payrolls for the period covered by the present Application for Payment, less that portion of the payments attributable to the Contractor's Fee.

§ 5.1.5.2 Applications for Payment shall show the Cost of the Work actually incurred by the Contractor through the end of the period covered by the Application for Payment and for which the Contractor has made or intends to make actual payment prior to the next Application for Payment.

§ 5.1.5.3 In accordance with AIA Document A232-2019 and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.5.3.1 The amount of each progress payment shall first include:

- .1 The Cost of the Work as described in Exhibit B, Determination of the Cost of the Work;
- .2 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified; and
- .3 The Contractor's Fee computed upon the Cost of the Work described in the preceding Section 5.1.5.3.1.1 at the rate stated in Section 4.3.2; or if the Contractor's Fee is stated as a fixed sum in Section 4.3.2 an amount which bears the same ratio to that fixed sum Fee as the Cost of the Work included in Section 5.1.5.3.1.1 bears to a reasonable estimate of the probable Cost of the Work upon its completion.

§ 5.1.5.3.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A232-2019;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A232-2019;
- .5 The shortfall, if any, indicated by the Contractor in the documentation required by Section 5.1.5.1 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and
- .6 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.5.4 The Owner, Construction Manager and Contractor shall agree upon a mutually acceptable procedure for review and approval of payments to Subcontractors and the percentage of retainage held on Subcontracts, and the Contractor shall execute subcontracts in accordance with those agreements.

§ 5.1.5.5 In taking action on the Contractor's Applications for Payment, the Construction Manager and Architect shall be entitled to rely on the accuracy and completeness of the information furnished by the Contractor, and such action shall not be deemed to be a representation that (1) the Construction Manager and Architect have made a detailed examination, audit or arithmetic verification of the documentation submitted in accordance with Article 5 or other supporting data; (2) that the Construction Manager and Architect have made exhaustive or continuous on-site inspections; or (3) that the Construction Manager and Architect have made examinations to ascertain how or for what purposes the Contractor has used amounts previously paid on account of the Contract. Such examinations, audits and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.

§ 5.1.5.6 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.1.5.7 If final completion of the Work is materially delayed through no fault of the Contractor, then the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A232-2019.

**§ 5.1.6 Progress Payments Where the Contract Sum is Based on the Cost of the Work with a Guaranteed Maximum Price**

**§ 5.1.6.1** With each Application for Payment, the Contractor shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner, Construction Manager or Architect to demonstrate that payments already made by the Contractor on account of the Cost of the Work equal or exceed progress payments already received by the Contractor plus payrolls for the period covered by the present Application for Payment, less that portion of the progress payments attributable to the Contractor's Fee.

**§ 5.1.6.2** Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Guaranteed Maximum Price among: (1) the various portions of the Work; (2) any contingency for costs that are included in the Guaranteed Maximum Price but not otherwise allocated to another line item or included in a Change Order; and (3) the Contractor's Fee.

**§ 5.1.6.2.1** The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Construction Manager and Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

**§ 5.1.6.2.2** The allocation of the Guaranteed Maximum Price under this Section 5.1.6.2 shall not constitute a separate guaranteed maximum price for the Cost of the Work of each individual line item in the schedule of values.

**§ 5.1.6.2.3** When the Contractor allocates costs from a contingency to another line item in the schedule of values, the Contractor shall submit supporting documentation to the Architect and Construction Manager.

**§ 5.1.6.3** Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment. The percentage of completion shall be the lesser of (1) the percentage of that portion of the Work which has actually been completed; or (2) the percentage obtained by dividing (a) the expense that has actually been incurred by the Contractor on account of that portion of the Work and for which the Contractor has made payment or intends to make payment prior to the next Application for Payment by (b) the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values.

**§ 5.1.6.4** In accordance with AIA Document A232-2019, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

**§ 5.1.6.4.1** The amount of each progress payment shall first include:

- .1 That portion of the Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work by the share of the Guaranteed Maximum Price allocated to that portion of the Work in the most recent schedule of values;
- .2 That portion of the Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction or, if approved in writing in advance by the Owner, suitably stored off the site at a location agreed upon in writing;
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified; and
- .4 The Contractor's Fee, computed upon the Cost of the Work described in the preceding Sections 5.1.6.4.1.1 and 5.1.6.4.1.2 at the rate stated in Section 4.4.2 or, if the Contractor's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed sum fee as the Cost of the Work included in Sections 5.1.6.4.1.1 and 5.1.6.4.1.2 bears to a reasonable estimate of the probable Cost of the Work upon its completion.

**§ 5.1.6.4.2** The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A232-2019;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;

- ~~4~~ For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A232-2019;
- ~~5~~ The shortfall, if any, indicated by the Contractor in the documentation required by Section 5.1.6.1 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and
- ~~6~~ Retainage withheld pursuant to Section 5.1.7.

**§ 5.1.6.5** The Owner and the Contractor shall agree upon a mutually acceptable procedure for review and approval of payments to Subcontractors and the percentage of retainage held on Subcontracts, and the Contractor shall execute subcontracts in accordance with those agreements.

**§ 5.1.6.6** In taking action on the Contractor's Applications for Payment, the Construction Manager and Architect shall be entitled to rely on the accuracy and completeness of the information furnished by the Contractor and such action shall not be deemed to be a representation that (1) the Construction Manager or Architect have made a detailed examination, audit, or arithmetic verification of the documentation submitted in accordance with Section 5.1.6.1 or other supporting data; (2) that the Construction Manager or Architect have made exhaustive or continuous on-site inspections; or (3) that the Construction Manager or Architect have made examinations to ascertain how or for what purposes the Contractor has used amounts previously paid on account of the Contract. Such examinations, audits, and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.

**§ 5.1.6.7** Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

**§ 5.1.6.8** If final completion of the Work is materially delayed through no fault of the Contractor, then the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A232-2019.

#### **§ 5.1.7 Retainage**

**§ 5.1.7.1** For each progress payment made prior to when the Work of this Contract is substantially complete, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

*(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)*

**§ 5.1.7.1.1** The following items are not subject to retainage:

*(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)*

**§ 5.1.7.2** Reduction or limitation of retainage, if any, shall be as follows:

*(If the retainage established in Section 5.1.7.1 is to be modified prior to when the entire Work of this Contract is substantially complete, including modifications for completion of portions of the Work as provided in Section 3.4.2, insert provisions for such modifications.)*

**§ 5.1.7.3** Except as set forth in this Section 5.1.7.3, when the Work of this Contract is substantially complete, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted when the Work of this Contract is substantially complete shall not include retainage as follows:

*(Insert any other conditions for release of retainage when the Work of this Contract is substantially complete, or upon Substantial Completion of the Work of all Contractors on the Project or portions thereof.)*

**~~§ 5.2.1 Final Payment Where the Contract Sum is Based on a Stipulated Sum~~**

**~~§ 5.2.1.1~~** Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- ~~.1~~ the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A232–2019, and to satisfy other requirements, if any, which extend beyond final payment; and
- ~~.2~~ a final Certificate for Payment or Project Certificate for Payment has been issued by the Architect.

**~~§ 5.2.1.2~~** The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the final Certificate for Payment or Project Certificate for Payment, or as follows:

**~~§ 5.2.2 Final Payment Where the Contract Sum is Based on the Cost of the Work with or without a Guaranteed Maximum Price~~**

**~~§ 5.2.2.1~~** Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- ~~.1~~ the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A232–2019, and to satisfy other requirements, if any, which extend beyond final payment;
- ~~.2~~ the Contractor has submitted a final accounting for the Cost of the Work, pursuant to Exhibit B, Determination of the Cost of the Work and a final Application for Payment; and
- ~~.3~~ a final Certificate for Payment or Project Certificate for Payment has been issued by the Architect in accordance with Exhibit B, Determination of the Cost of the Work.

**~~§ 5.2.2.2~~** The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the final Certificate for Payment or Project Certificate for Payment, or as follows:

**§ 5.2.1**The Owner shall pay the entire unpaid balance of the Contract Sum to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A232–2019, and to satisfy other requirements, if any, which extend beyond final payment; and

**§ 5.2.2** The Owner's Final Payment to the Contractor shall be made no earlier than thirty-one (31) days following approval and final acceptance by the City of Clive (Owner) upon receipt and review of the Construction Manager's and/or Architect's final Certificate for Payment and recommendation for Final Payment. Final Payment may be contingent upon receipt of all lien waivers/Chapter 573 claim releases and other closeout documents and shall be subject to the conditions of and shall be paid in accordance with the provisions of Iowa Code Chapter 573 and Iowa Code Chapter 26.

**§ 5.3** Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located. *(Insert rate of interest agreed upon, if any.)*

~~—%~~ a rate equal to the rate specified by rule pursuant to Iowa Code Section 74A.2 or Iowa Code Section 573.14, whichever is less.

...

The Architect will serve as Initial Decision Maker pursuant to Article 15 of AIA Document A232–2019, unless the parties appoint below another individual, not a party to this Agreement, to serve as Initial Decision Maker.

*(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)*

otherwise mutually agreed upon by the parties.

...

For any Any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A232–2019, the method of binding dispute resolution shall be as follows:

...

☐ ~~Arbitration pursuant to Article 15 of AIA Document A232–2019.~~

☒ Litigation in a court of competent jurisdiction.

☐ ~~Other: (Specify)~~

~~If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction. In the event the Owner should prevail in any legal action arising out of the performance or non-performance of this Agreement, the Contractor shall pay, in addition to any damages, all expenses of such action including reasonable attorney's fees, all expert witness fees, costs, and litigation expenses incurred by the Owner, including those incurred on appeal. The term "legal action" shall be deemed to include any arbitration, administrative proceedings, and all actions at law or in equity, including appeals.~~

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~~§ 7.1 Where the Contract Sum is a Stipulated Sum~~The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A232–2019. For the avoidance of doubt, if the Contract is terminated for the Owner's convenience in accordance with Article 14 of AIA Document A232–2019, no termination fee shall be owed to the Contractor by the Owner.

~~§ 7.1.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A232–2019.~~

~~§ 7.1.1.1 If the Contract is terminated for the Owner's convenience in accordance with Article 14 of AIA Document A232–2019, then the Owner shall pay the Contractor a termination fee as follows:  
(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner's convenience.)~~

~~§ 7.1.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A232–2019.~~

~~§ 7.2 Where the Contract Sum is Based on the Cost of the Work with or without a Guaranteed Maximum Price~~The Work may be suspended by the Owner as provided in Article 14 of AIA Document A232–2019.

## **§ 7.2.1 Termination**

~~§ 7.2.1.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A232–2019.~~

### **§ 7.2.1.2 Termination by the Owner for Cause**

~~§ 7.2.1.2.1 If the Owner terminates the Contract for cause as provided in Article 14 of AIA Document A232–2019, the Owner shall then only pay the Contractor an amount as follows:~~

~~.1 Take the Cost of the Work incurred by the Contractor to the date of termination;~~

- .2— Add the Contractor's Fee, computed upon the Cost of the Work to the date of termination at the rate stated in Section 4.3.2 or 4.4.2, as applicable, or, if the Contractor's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion;
- .3— Subtract the aggregate of previous payments made by the Owner; and
- .4— Subtract the costs and damages incurred, or to be incurred, by the Owner under Article 14 of AIA Document A232–2019.

**§ 7.2.1.2.2** When the Contract Sum is based on the Cost of the Work with a Guaranteed Maximum Price, if the Owner terminates the Contract for cause as provided in Article 14 of AIA Document A232–2019, the amount, if any, to be paid to the Contractor under Article 14 of AIA Document A232–2019 shall not cause the Guaranteed Maximum Price to be exceeded, nor shall it exceed the amount calculated in Section 7.2.1.2.1.

**§ 7.2.1.2.3** The Owner shall also pay the Contractor fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Contractor that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 7.2.1.2.1.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Contractor shall, as a condition of receiving the payments referred to in this Article 7, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Contractor, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Contractor under such subcontracts or purchase orders. All Subcontracts, purchase orders and rental agreements entered into by the Contractor will contain provisions allowing for assignment to the Owner as described above.

#### **§ 7.2.1.3 Termination by the Owner for Convenience**

If the Owner terminates the Contract for convenience in accordance with Article 14 of AIA Document A232–2019, then the Owner shall pay the Contractor a termination fee as follows:

*(Insert the amount of or method for determining the fee, if any, payable to the Contractor following a termination for the Owner's convenience.)*

#### **§ 7.3 Suspension**

The Work may be suspended by the Owner as provided in Article 14 of AIA Document A232–2019; in such case, the Contract Sum and Contract Time shall be increased as provided in Article 14 of AIA Document A232–2019, except that the term "profit" shall be understood to mean the Contractor's Fee as described in Section 4.3.2 or 4.4.2, as applicable, of this Agreement.

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N/A

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N/A

...

**§ 8.5.1** The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A132™–2019, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition, Exhibit A, Insurance and Bonds, and AIA Document A232™–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition and/or elsewhere in the Contract Documents.

**§ 8.5.2** The Contractor shall provide bonds as set forth in AIA Document A132™–2019, Exhibit A, A232™–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition, and elsewhere in the Contract Documents.



**§ 8.6** Notice in electronic format, pursuant to Article 1 of AIA Document A232-2019, may be given in accordance with a building information modeling exhibit, if completed, or as otherwise set forth below:  
*(If other than in accordance with a building information modeling exhibit, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)*

Intentionally left blank.

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~~Where the Contract is based on the Cost of the Work plus the Contractor's Fee, with or without a Guaranteed Maximum Price, the~~ The Contractor accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Architect and exercise the Contractor's best skill and judgment in furthering the interests of the Owner; to furnish efficient business administration and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an reasonably expeditious and economical manner consistent with the Owner's interests. The Owner agrees to furnish and approve, in a timely manner, information required by the Contractor and to make payments to the Contractor in accordance with the requirements of the Contract Documents.

**§ 8.8** ~~Other provisions:~~ Payments due and unpaid under the Contract shall bear interest from the date payment is due equal to the rate specified by rule pursuant to Iowa Code Section 74A.2 or Iowa Code Section 573.14 whichever is less.

**§ 8.9** Other provisions:

The Contractor shall not be owned, operated, or managed by a registered sex offender who has been convicted of a sex offense against a minor in accordance with Iowa Code 692A.113. In addition, the Contractor shall not permit an employee, Subcontractor (Company) owned, operated, or managed by, or Subcontractor employee who is a registered sex offender convicted of a sex offense against a minor on real property of the Owner's schools in accordance with Iowa Code 692A.113. The Contractor shall further acknowledge and certify by signing this Agreement that services provided under this Contract comply with Iowa Code 692A.113.

To the fullest extent permitted by law, the Contractor shall defend, indemnify, and hold harmless the Owner, its agents, representatives, and employees (each, an "Indemnitee") from and against all claims, damages, losses and expenses, including, but not limited to, attorneys' fees (each, a "Claim"), arising out of or resulting from or in connection with: (i) the performance of the Work, but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by an Indemnitee; and (ii) the death or bodily injury of any agent, employee, customer, business invitee, or business visitor of the Contractor or a Subcontractor, except to the extent caused by the negligent acts or omissions of the Owner. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity or contribution which would otherwise exist, as to any party or person described in Contract Documents. Any Indemnitee seeking indemnification for a Claim shall give prompt written notice to the Contractor of such Claim; provided, however, the failure by an Indemnitee to give such notice shall not relieve the Contractor of its obligations hereunder, except to the extent that the Contractor is materially prejudiced as a result of such failure. In addition, the Indemnitee shall allow the Contractor to direct the defense and settlement of any such Claim, with counsel of the Contractor's choosing, and shall provide the Contractor, at the Contractor's expense, with such information and assistance as is reasonably necessary for the defense and settlement of the Claim. The Contractor shall not settle any Claim that affects the Indemnitee's rights or interests without the written consent of the Indemnitee. The Contractor shall not consent to the entry of any judgment or enter into any settlement that does not include as an unconditional term thereof the giving by the claimant or plaintiff to the Indemnitee a release from all liability with respect to the Claim.

In the event the Owner should prevail in any legal action arising out of the performance or non-performance of this Agreement, the Contractor shall pay, in addition to any damages, all expenses of such action including reasonable attorneys' fees, all expert witness fees, costs, and litigation expenses incurred by the Owner, including those incurred

on appeal. The term "legal action" shall be deemed to include any arbitration, administrative proceedings, and all actions at law or in equity, including appeals.

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.2 AIA Document A132™ 2019, Exhibit A, Insurance and Bonds ExhibitNot Used

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.4 Building Information Modeling Exhibit, if completed:Performance and Payment Bonds in one hundred percent (100%) of the Contract Amount.

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City Hall Renovation – Phase 2

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24811002 City Hall Renovation – 7/3/2025  
Phase 2

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City of Clive City Hall Renovation Phase 2 Project Manual

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City of Clive City Hall 7/11/2025 760  
Renovation Phase 2  
Project Manual

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2 7/31/2025 36

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N/A

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Document Title Date Pages

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OWNER CONTRACTOR

...

OWNER CITY OF CLIVE (Signature)

CONTRACTOR (Signature)

John Edwards, Mayor

Nate Burgod, Operations Manager

...

01858234-1\99520-374



**Certification of Document's Authenticity**  
**AIA® Document D401™ – 2003**

I, , hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 16:48:07 ET on 09/16/2025 under Order No. 4104246173 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A132™ – 2019, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition, other than those additions and deletions shown in the associated Additions and Deletions Report.

*Drew Johnson* Drew Johnson  

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*(Signed)*

Project Manager DCI Group  

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*(Title)*

September 16, 2025 | 4:28 PM CDT  

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*(Dated)*



## Memo

**TO:** Mayor and Council members

**FROM:** Jeff May, Public Works Director

**DATE:** September 25, 2025

**RE:** Public Hearing for the Approval of Second Amendment to Tower Lease with Option with T-Mobile Central LLC

### SYNOPSIS:

The City of Clive entered into an agreement with the Western PCS I Corporation (Tenant) for a certain Tower Lease with Option on October 17, 1996 (the "Original Lease") for the placement of cellular equipment on the City's water tower located at 10365 University Avenue. That agreement was amended by the First Amendment on August 23, 2022 (the "First Amendment").

T-Mobile LLC, successor-in-interest to Western PCS I C, has requested a Second Amendment to Tower Lease With Option (the "Second Amendment"). The proposed Second Amendment increases the lease by approximately 20% to \$2,300.00 per month.

Staff recommends the approval of the Second Amendment to Tower Lease with Option with T-Mobile Central LLC.

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

### Attachments:

1. 09-25-25 - T-Mobile Lease 2nd Amendment for 104th Water Tower

Site Code: DM01104F  
Market: Des Moines

## SECOND AMENDMENT TO TOWER LEASE WITH OPTION

THIS SECOND AMENDMENT TO TOWER LEASE WITH OPTION ("Second Amendment") is made and entered into by and between **City of Clive, Iowa** ("Landlord") and **T-Mobile Central LLC**, a Delaware limited liability company ("Tenant").

### Recitals

The parties hereto recite, declare and agree as follows:

- A. Landlord and Tenant, as successor-in-interest to Western PCS I Corporation, entered into that certain Tower Lease with Option dated October 17, 1996 (the "Original Lease"), as amended by that certain First Amendment dated August 23, 2022 (the "First Amendment"), whereby Landlord is leasing to Tenant certain portions of the Property located at 10365 University Avenue, Clive, Iowa (the "Property"); and
- B. Landlord and Tenant desire to enter into this Second Amendment in order to further modify and amend certain provisions of the Original Lease (as amended by the First Amendment and this Second Amendment, the "Lease").

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant covenant and agree as follows:

1. The Lease shall automatically be renewed for an additional Renewal Term of five (5) years commencing on November 1, 2026 (the "Lease Renewal Date"), and terminating at midnight on the last day of the month of the fifth year of the term. Thereafter, the Lease shall automatically be renewed for up to three (3) additional and successive five-year Renewal Terms, on the same terms and conditions as set forth in the Lease, unless Tenant provides to Landlord written notice of its intent not to renew at least sixty (60) days prior to the expiration of the then-current Renewal Term. For the avoidance of doubt, this Second Amendment establishes Tenant's intent to extend the Lease beyond its current term and constitutes waiver of any right Tenant has to non-renew or terminate the Lease for convenience prior to the Lease Renewal Date.

2. Beginning on the Lease Renewal Date, Rent shall be Two Thousand Three Hundred and No/100 Dollars (\$2,300.00) per month. Rent during any subsequent Renewal Term shall increase according to Section 5 of the Lease. For the avoidance of doubt, such amount includes and subsumes the additional consideration contemplated under Section 2 of the First Amendment.

3. Section 5 of the Original Lease is hereby deleted in its entirety and replaced as follows:

Renewal. Tenant shall have the right to extend the Lease as described in Section 1 of this Second Amendment. Each Renewal Term shall be on the same terms and conditions as set forth in the Lease, except that Rent shall be increased by the greater of (a) fifteen percent (15%) of the Rent payable during the immediately preceding Renewal Term, or (b) the Consumer Price Index applicable for the preceding Renewal Term's five (5) year period ("CPI"), but in no event shall Rent increase by more than 20% of Rent payable over the immediately preceding Renewal Term. For purposes of calculating Rent under the foregoing subsection (b), the base for computing the increase or decrease in the CPI shall be the Consumer Price Index—All Urban Consumers, U.S. City Average, All Items (1982-84 Base=100) published by the United States Department of Labor, Bureau of Labor Statistics (the "Index") for the first calendar month of

Site Code: **DM01104F**  
Market: **Des Moines**

the immediately preceding Renewal Term (the "Beginning Index"). The adjustment shall be determined by multiplying the then-applicable Rent rate by a fraction, the numerator of which is the Index published for the final calendar month of the immediately preceding Renewal Term and the denominator of which is the Beginning Index. If the Index is changed so that the base year differs from that used to calculate the Beginning Index, the Index shall be converted in accordance with the conversion factor published by the United States Department of Labor, Bureau of Labor Statistics. If the Index is discontinued or revised during the term of the Agreement, such other government Index or computation by which it is replaced shall be used in order to obtain substantially the same result as would be obtained if the Index had not been discontinued or revised. For clarity and for the avoidance of doubt, Rent will increase by the applicable foregoing method on the following dates: November 1, 2031; November 1, 2036; and November 1, 2041. If Tenant shall remain in possession of the Premises at the expiration of this Lease or any Renewal Term without a written agreement, such tenancy shall be deemed a month-to-month tenancy under the same terms and conditions of this Lease.

4. The terms and conditions of the Lease are incorporated herein by this reference, and capitalized terms used in this Second Amendment shall have the same meanings such terms are given in the Lease. Except as specifically set forth herein, this Second Amendment shall in no way modify, alter or amend the remaining terms of the Lease, all of which are ratified by the parties and shall remain in full force and effect. To the extent there is any conflict between the terms and conditions of the Lease and this Second Amendment, the terms and conditions of this Second Amendment will govern and control.

5. Landlord represents and warrants to Tenant that the consent or approval of no third party, including, without limitation, a lender, is required with respect to the execution of this Second Amendment, or if any such third party consent or approval is required, Landlord has obtained any and all such consents or approvals.

6. This Second Amendment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute a single instrument. Signed facsimile and electronic copies of this Second Amendment shall legally bind the parties to the same extent as original documents.

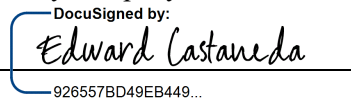
7. This Second Amendment will be binding on and inure to the benefit of the parties herein, their heirs, executors, administrators, successors-in-interest and assigns.

IN WITNESS WHEREOF, the parties have executed this Second Amendment effective as of the date of execution by the last party to sign.

**LANDLORD:**  
CITY OF CLIVE, IOWA

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**TENANT:**  
T-MOBILE CENTRAL LLC,  
a Delaware limited liability company

By:   
Name: Edward Castaneda  
Title: Director  
Date: 8/13/2025





## Memo

**TO:** Mayor and Council members

**FROM:** Jeff May, Public Works Director

**DATE:** September 25, 2025

**RE:** Resolution Approving Second Amendment to Tower Lease with Option with T-Mobile LLC

### SYNOPSIS:

The City of Clive entered into an agreement with the Western PCS I Corporation (Tenant) for a certain Tower Lease with Option on October 17, 1996 (the "Original Lease") for the placement of cellular equipment on the City's water tower located at 10365 University Avenue. That agreement was amended by the First Amendment on August 23, 2022 (the "First Amendment").

T-Mobile LLC, successor-in-interest to Western PCS I C, has requested a Second Amendment to Tower Lease with Option (the "Second Amendment"). The proposed Second Amendment increases the lease by approximately 20% to \$2,300.00 per month.

Staff recommends the approval of the Second Amendment to Tower Lease with Option with T-Mobile Central LLC.

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

### Attachments:

1. Resolution - 09-25-25 - T-Mobile Central LLC - Approval of Second Amendment to Tower Lease with Option
2. 09-25-25 - T-Mobile Lease 2nd Amendment for 104th Water Tower



RESOLUTION NO. \_\_\_\_\_

**RESOLUTION APPROVING THE SECOND AMENDMENT TO TOWER LEASE  
WITH OPTION WITH T-MOBILE CENTRAL LLC**

**WHEREAS**, the City of Clive, hereinafter referred to as (“Landlord”) entered into an agreement with the Western PCS I Corporation (“Tenant”) for a certain Tower Lease With Option dated October 17, 1996 (the “Original Lease”), as amended by that certain First Amendment dated August 23, 2022 (the “First Amendment”), whereby Landlord is leasing to Tenant certain portions of the Property located at 10365 University Avenue, Clive, Iowa (the “Property”); and

**WHEREAS**, T-Mobile Central, LLC, as successor-in-interest to Western PCS I Corporation, has requested that the City of Clive, Iowa (the “City”) approve the Second Amendment to Tower Lease With Option; and

**WHEREAS**, the City desires to approve the Second Amendment to Tower Lease With Option with the Tenant; and

**WHEREAS**, pursuant to Iowa Code § 364.7, the City may not dispose of an interest in real property to a governmental body except in accordance with the notice, public hearing, and public purpose requirements set forth therein.

**WHEREAS**, the City held a public hearing on the 25<sup>th</sup> day of September, 2025 at the Clive City Hall, and those interested in said proposal, both for and against, were given an opportunity to be heard with respect thereto; and

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CLIVE, IOWA:** The Second Amendment to Tower Lease With Option, on the Property located at 10365 University Avenue, with T-Mobile Central LLC, is approved.

**PASSED AND APPROVED THIS \_\_\_\_\_.**

By: \_\_\_\_\_  
John Edwards, Mayor

ATTEST:

By: \_\_\_\_\_  
Matthew D. Graham, City Clerk)

Site Code: DM01104F  
Market: Des Moines

## SECOND AMENDMENT TO TOWER LEASE WITH OPTION

THIS SECOND AMENDMENT TO TOWER LEASE WITH OPTION ("Second Amendment") is made and entered into by and between **City of Clive, Iowa** ("Landlord") and **T-Mobile Central LLC**, a Delaware limited liability company ("Tenant").

### Recitals

The parties hereto recite, declare and agree as follows:

- A. Landlord and Tenant, as successor-in-interest to Western PCS I Corporation, entered into that certain Tower Lease with Option dated October 17, 1996 (the "Original Lease"), as amended by that certain First Amendment dated August 23, 2022 (the "First Amendment"), whereby Landlord is leasing to Tenant certain portions of the Property located at 10365 University Avenue, Clive, Iowa (the "Property"); and
- B. Landlord and Tenant desire to enter into this Second Amendment in order to further modify and amend certain provisions of the Original Lease (as amended by the First Amendment and this Second Amendment, the "Lease").

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant covenant and agree as follows:

1. The Lease shall automatically be renewed for an additional Renewal Term of five (5) years commencing on November 1, 2026 (the "Lease Renewal Date"), and terminating at midnight on the last day of the month of the fifth year of the term. Thereafter, the Lease shall automatically be renewed for up to three (3) additional and successive five-year Renewal Terms, on the same terms and conditions as set forth in the Lease, unless Tenant provides to Landlord written notice of its intent not to renew at least sixty (60) days prior to the expiration of the then-current Renewal Term. For the avoidance of doubt, this Second Amendment establishes Tenant's intent to extend the Lease beyond its current term and constitutes waiver of any right Tenant has to non-renew or terminate the Lease for convenience prior to the Lease Renewal Date.

2. Beginning on the Lease Renewal Date, Rent shall be Two Thousand Three Hundred and No/100 Dollars (\$2,300.00) per month. Rent during any subsequent Renewal Term shall increase according to Section 5 of the Lease. For the avoidance of doubt, such amount includes and subsumes the additional consideration contemplated under Section 2 of the First Amendment.

3. Section 5 of the Original Lease is hereby deleted in its entirety and replaced as follows:

Renewal. Tenant shall have the right to extend the Lease as described in Section 1 of this Second Amendment. Each Renewal Term shall be on the same terms and conditions as set forth in the Lease, except that Rent shall be increased by the greater of (a) fifteen percent (15%) of the Rent payable during the immediately preceding Renewal Term, or (b) the Consumer Price Index applicable for the preceding Renewal Term's five (5) year period ("CPI"), but in no event shall Rent increase by more than 20% of Rent payable over the immediately preceding Renewal Term. For purposes of calculating Rent under the foregoing subsection (b), the base for computing the increase or decrease in the CPI shall be the Consumer Price Index—All Urban Consumers, U.S. City Average, All Items (1982-84 Base=100) published by the United States Department of Labor, Bureau of Labor Statistics (the "Index") for the first calendar month of

Site Code: DM01104F  
Market: Des Moines

the immediately preceding Renewal Term (the "Beginning Index"). The adjustment shall be determined by multiplying the then-applicable Rent rate by a fraction, the numerator of which is the Index published for the final calendar month of the immediately preceding Renewal Term and the denominator of which is the Beginning Index. If the Index is changed so that the base year differs from that used to calculate the Beginning Index, the Index shall be converted in accordance with the conversion factor published by the United States Department of Labor, Bureau of Labor Statistics. If the Index is discontinued or revised during the term of the Agreement, such other government Index or computation by which it is replaced shall be used in order to obtain substantially the same result as would be obtained if the Index had not been discontinued or revised. For clarity and for the avoidance of doubt, Rent will increase by the applicable foregoing method on the following dates: November 1, 2031; November 1, 2036; and November 1, 2041. If Tenant shall remain in possession of the Premises at the expiration of this Lease or any Renewal Term without a written agreement, such tenancy shall be deemed a month-to-month tenancy under the same terms and conditions of this Lease.

4. The terms and conditions of the Lease are incorporated herein by this reference, and capitalized terms used in this Second Amendment shall have the same meanings such terms are given in the Lease. Except as specifically set forth herein, this Second Amendment shall in no way modify, alter or amend the remaining terms of the Lease, all of which are ratified by the parties and shall remain in full force and effect. To the extent there is any conflict between the terms and conditions of the Lease and this Second Amendment, the terms and conditions of this Second Amendment will govern and control.

5. Landlord represents and warrants to Tenant that the consent or approval of no third party, including, without limitation, a lender, is required with respect to the execution of this Second Amendment, or if any such third party consent or approval is required, Landlord has obtained any and all such consents or approvals.

6. This Second Amendment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute a single instrument. Signed facsimile and electronic copies of this Second Amendment shall legally bind the parties to the same extent as original documents.

7. This Second Amendment will be binding on and inure to the benefit of the parties herein, their heirs, executors, administrators, successors-in-interest and assigns.

IN WITNESS WHEREOF, the parties have executed this Second Amendment effective as of the date of execution by the last party to sign.

**LANDLORD:**  
CITY OF CLIVE, IOWA

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**TENANT:**  
T-MOBILE CENTRAL LLC,  
a Delaware limited liability company

By:   
Name: Edward Castaneda  
Title: Director  
Date: 8/13/2025





## Memo

**TO:** Mayor and Council members

**FROM:** Amanda Grutzmacher, Senior Planner

**DATE:** September 25, 2025

**RE:** Site Plan Amendment - Parks Maintenance Facility - 1885 NW 123rd Street

### SYNOPSIS:

Jeff Thielen, on behalf of the City of Clive, is requesting a site plan amendment to approve an addition to the parks maintenance facility located within Campbell Recreation Area. The proposed addition is an unconditioned but fully enclosed storage space to accommodate equipment currently stored outside. More information is included in the attached staff report.

Planning and Zoning Commission considered the site plan amendment at their September 2 meeting and recommended approval. Jill Callahan Knopf, 1733 NW 122nd Ct., attended the meeting and asked questions about stormwater management and traffic control. Staff explained there will not be an increase in stormwater runoff as the area is already asphalt. In response, Mr. Thielen is looking into adding a gutter along the north side of the building to direct the water from the roof.

Staff recommends approval of the site plan amendment for the parks maintenance facility.

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

### Attachments:

1. Staff report
2. Plans



## Staff Report

**TO:** Planning and Zoning Commission members

**FROM:**

Amanda Grutzmacher, Senior Planner

**DATE:** September 2, 2025

**RE:** Site Plan Amendment - Parks Maintenance Facility - 1885 NW 123rd St

### **GENERAL INFORMATION**

Applicant: Jeff Thielen on behalf of City of Clive

Requested Action: Approval of Site Plan Amendment

Location: 1885 NW 123rd Street

| LAND USES & ZONING      |                                         |                                         |                |
|-------------------------|-----------------------------------------|-----------------------------------------|----------------|
| Location                | Existing Land Use                       | Land Use Plan Designation               | Current Zoning |
| <b>Subject Property</b> | Open space                              | Open space                              | R-1, FF, FW    |
| <b>North</b>            | Open space                              | Open space                              | R-1, FF, FW    |
| <b>East</b>             | Open space<br>Residential - Low Density | Open space<br>Residential - Low Density | R-1, FF, FW    |
| <b>South</b>            | Open space                              | Open space                              | R-1            |
| <b>West</b>             | Open space                              | Open space                              | R-1, FF        |

### **CASE HISTORY**

1991 - Campbell Recreation Area development

1994 - Site Plan Amendment for maintenance building

1997 - Site Plan Amendment for maintenance building expansion

2006 - Site Plan Amendment for additional maintenance building and recreation changes

2015 - Site Plan Amendment for maintenance building expansion

### **BACKGROUND**

The Clive Parks and Recreation Department is requesting a site plan amendment to construct an approximately 1,500 sf addition to an existing maintenance facility building. The existing building and storage yard were constructed in 2006. The City has periodically expanded maintenance facilities, with the last Parks maintenance building expansion completed in 2015. The proposed addition will provide covered storage for equipment that is currently stored outside in the storage yard.

### **ANALYSIS**

The proposed addition is constructed like a lean-to with an open back wall attached to

the existing building, pier footings, and no insulation, HVAC, or interior finishes. The end walls are enclosed and the north facade features four overhead doors and a man door. The building features a shed roof that ranges in height from approximately 10' 10" to 12' 6"; the eave height of the existing building is 14' 6". The proposed siding is a steel metal panel, which is not identified as a primary or secondary material in the Development Standards Manual. The storage yard is surrounded by an 8' tall privacy fence and the Greenbelt tree coverage blocks the view from surrounding properties.

The length of the addition is approximately two feet shorter than the existing building, and will not require modification to the existing downspout. The security camera on the northwest corner of the existing building will need to be reinstalled higher.

There are no impacts to the overall site layout and circulation, site lighting, landscaping, or utilities. Surface water flows are not impacted and no additional stormwater management is required.

### **PUBLIC COMMENT**

Notice was sent to the surrounding property owners within 310-feet of the subject site on August 19, 2025. To date, staff has received no public comments.

### **STAFF RECOMMENDATION**

Staff recommends approval of the site plan amendment.

Attachments:

1. Application
2. Notice letter and mail labels
3. Plans



City of Clive

1900 NW 114th Street

Clive, IA 50325-7077

Phone (515) 223-6221

[www.cityofclive.com](http://www.cityofclive.com)

## APPLICATION FOR DEVELOPMENT REVIEW

### **PERMIT**

STP25-000010 Site Plan Amendment

### **PROJECT LOCATION**

north side of existing maintenance facility  
building at Campbell Park

### **PROJECT DESCRIPTION**

18x88 addition on north side of existing  
maintenance facility for storage

### **APPLICANT**

Jeff Thielen  
1900 NW 114th Street  
Clive, IA 50325  
(515) 867-5101  
[jthielen@cityofclive.com](mailto:jthielen@cityofclive.com)

### **DEVELOPER**

City of Clive  
1900 NW 114th Street  
Clive, IA 50325  
(515) 867-5101  
[jthielen@cityofclive.com](mailto:jthielen@cityofclive.com)

### **ENGINEER**

N/A

### **APPLICATION DATE**

08/19/2025

### **PROJECT NAME**

Campbell Park Maintenance Facility Storage  
Addition

### **PROPERTY OWNER**

City of Clive  
1900 NW 114th Street  
Clive, IA 50325  
(515) 867-5101  
[jthielen@cityofclive.com](mailto:jthielen@cityofclive.com)

### **PROJECT MANAGER**

City of Clive  
1900 NW 114th Street  
Clive, IA 50325  
(515) 867-5101  
[jthielen@cityofclive.com](mailto:jthielen@cityofclive.com)

### **ARCHITECT**

N/A

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### **MEETING DATES**

#### **PLANNING & ZONING COMMISSION**

09/02/2025

#### **CITY COUNCIL**

09/11/2025



August 19, 2025

Re: 1885 NW 123RD ST - Campbell Park Maintenance Facility Storage Addition

Dear Property Owner:

Jeff Thielen, on behalf of the City of Clive, has submitted a Site Plan Amendment to the City of Clive to construct an 18' x 88' addition on north side of an existing maintenance facility for storage located at Campbell Park. The project location is more specifically identified on the attached location map.

The Clive Planning and Zoning Commission will tentatively receive public input on this application during their meeting at 5:30 p.m., Sep 02, 2025. You may attend this meeting in person in the City Council Chambers, 1900 NW 114th Street, Clive, IA 50325, or virtually via Zoom. Zoom Meeting ID and call-in number will be published on the agenda for the meeting. Meeting agendas are available on the City's meeting portal at <https://cliveia.portal.civicclerk.com/>.

As a neighboring property owner, you are being notified and invited to present your views concerning this application, either verbally by virtually attending the meeting, or in writing. Written comments must be received by the City prior to the Planning and Zoning Commission meeting. Written comments should be addressed to the City of Clive, City Planner, 1900 NW 114th Street, Clive, IA 50325 or by email at the address below.

Following the Planning and Zoning Commission's review and recommendation, the City Council will make a determination on this application. The public meeting has been tentatively scheduled for 6:00 p.m., on Sep 11, 2025, also to be hosted in person at the above address and virtually via Zoom. Zoom Meeting ID and call-in number will be published on the agenda for the meeting. City Council meeting agendas are available on the City's meeting portal at <https://cliveia.portal.civicclerk.com/>.

If you know of any interested parties who have not received a copy of this letter, we would appreciate it if you would inform them of the time, date and place of the Planning and Zoning Commission's meeting and City Council's meeting. If you have any questions concerning this application or if you would like additional information, please call the Community Development Department at (515) 223-6221.

Sincerely,

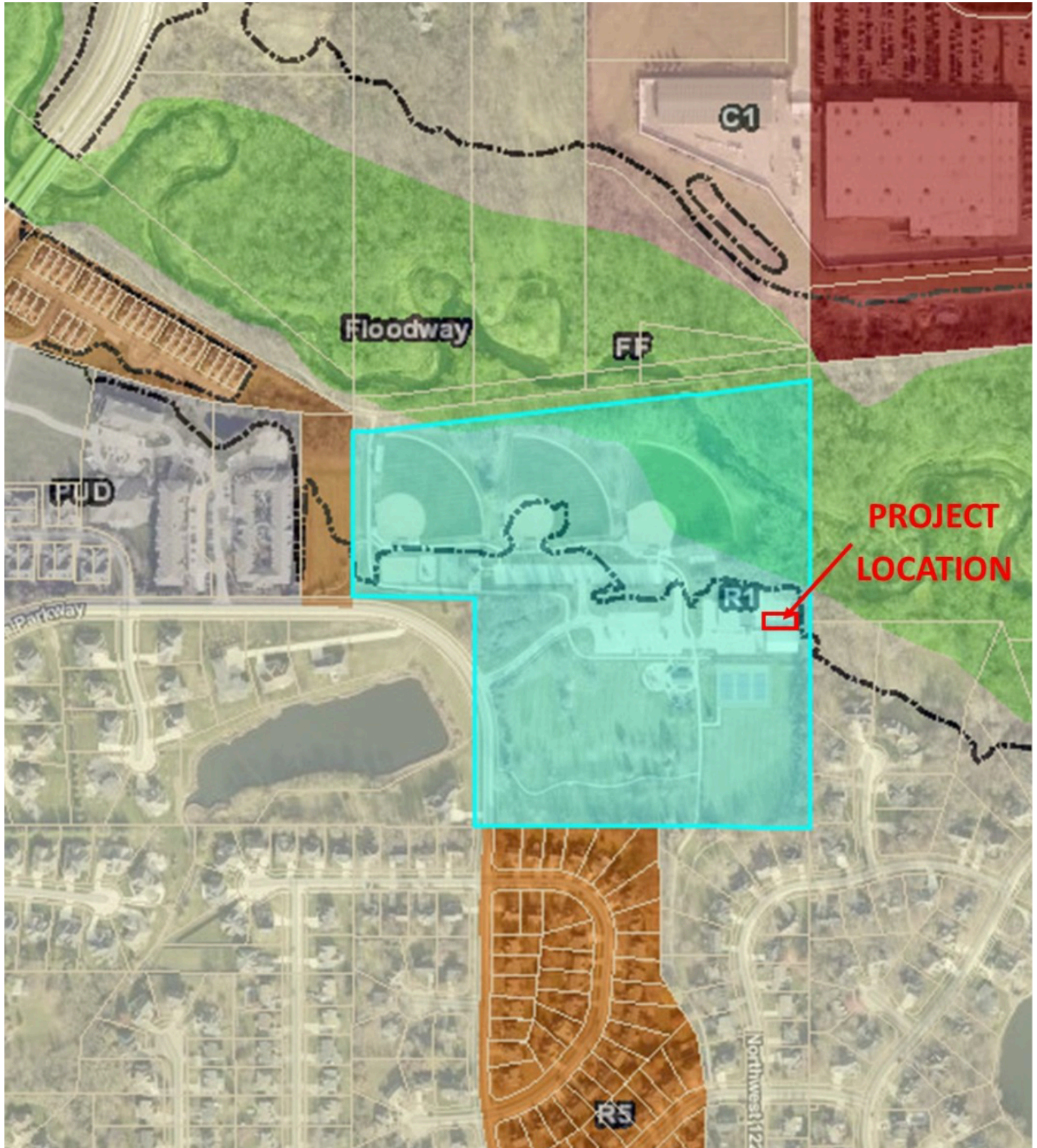
A handwritten signature in dark ink that reads "Amanda Grutzmacher". Below the signature is a small, faint rectangular stamp.

Amanda Grutzmacher

AGRUTZMACHER@CITYOFCLIVE.COM



# LOCATION MAP



SCHLEHLEIN, NATHAN T  
12352 LINCOLN AVE  
CLIVE, IA 50325-8130

DAHLSTROM, SUZANNE R  
12382 LINCOLN AVE  
CLIVE, IA 50325-8130

WISNIESKI, DAVID G  
12355 LINCOLN AVE  
CLIVE, IA 50325-8125

DAVISON, ADAM B  
12300 HICKMAN RD  
CLIVE, IA 50325-8610

BROWN, CALEB J  
1735 NW 123RD ST  
CLIVE, IA 50325-8137

VAN MERSBERGEN, JASON W  
1764 NW 122ND CT  
CLIVE, IA 50325-8123

MC GILL, MARY A  
1783 NW 122ND CT  
CLIVE, IA 50325-8123

MEIER, MICHAEL S  
12385 LINCOLN AVE  
CLIVE, IA 50325-8125

DAY, PARKER  
12405 LINCOLN AVE  
CLIVE, IA 50325-8126

TUEL, LARRY  
1768 NW 122ND ST  
CLIVE, IA 50325-8124

GOODHALL, GARY  
12500 WOODLANDS PKWY  
CLIVE, IA 50325-8766

HICKORY HILLS LAKE PLT 1 LOT ASSOC  
8450 HICKMAN RD STE 9  
CLIVE, IA 50325-4302

JONES, JOSHUA L  
12120 LINCOLN AVE  
CLIVE, IA 50325-8131

JOHNSON, ROSS W  
1736 NW 121ST CIR  
CLIVE, IA 50325-8224

GILBERTSON, JON E  
1805 NW 121ST CIR  
CLIVE, IA 50325-8222

HESTER, JAMES  
1685 NW 122ND ST  
CLIVE, IA 50325-8112

STEWART, JAMES S  
12104 LINCOLN AVE  
CLIVE, IA 50325-8131

BARFELS, CHRISTOPHER J  
12060 LINCOLN AVE  
CLIVE, IA 50325-8218

BRANDON & JAMIE HORBACH LIVING TRUST  
1698 NW 122ND ST  
CLIVE, IA 50325-8113

SIASOCO, SUSAN R  
1748 NW 122ND ST  
CLIVE, IA 50325-8124

HANSEN, JAMES  
1790 NW 121ST CIR  
CLIVE, IA 50325-8224

METTILLE, CRAIG  
1808 NW 121ST CIR  
CLIVE, IA 50325-8222

COON, JEFFREY L  
1680 NW 122ND ST  
CLIVE, IA 50325-8113

LARRY L TUEL REVOCABLE LIVING TRUST  
1768 NW 122ND ST  
CLIVE, IA 50325-8124

GRENIER, BRUCE R  
1728 NW 122ND ST  
CLIVE, IA 50325-8124

STEFANI, RANDALL H  
12087 LINCOLN AVE  
CLIVE, IA 50325-8226

LUTZ, JONATHAN THOMAS  
12094 LINCOLN AVE  
CLIVE, IA 50325-8218

JOHN C AUER LIVING TRUST  
1767 NW 121ST CIR  
CLIVE, IA 50325-8220

WHITE, ERIC J  
1764 NW 121ST CIR  
CLIVE, IA 50325-8224

BOOT, KEVIN P  
1753 NW 122ND CT  
CLIVE, IA 50325-8123

ZIMMERMAN, DAVID W  
1763 NW 122ND CT  
CLIVE, IA 50325-8123

FITZGERALD, JOSEPH J  
1773 NW 122ND CT  
CLIVE, IA 50325-8123

FOLEY, TIMOTHY J  
1793 NW 122ND CT  
CLIVE, IA 50325-8123

POHLMEIER, TYLER  
1784 NW 122ND CT  
CLIVE, IA 50325-8123

KNOFF, KIM L  
1733 NW 122ND CT  
CLIVE, IA 50325-8123

BECKERT, STEVEN W  
12325 LINCOLN AVE  
CLIVE, IA 50325-8125

THOMSEN, MARK G  
12322 LINCOLN AVE  
CLIVE, IA 50325-8130

HANSEN, BLAIR G  
1743 NW 122ND CT  
CLIVE, IA 50325-8123

CORY WITTY & SANDRA WITTY TRUST  
12400 WOODLANDS PKWY  
CLIVE, IA 50325-8767

ZUBER, CRAIG D  
1713 NW 122ND CT  
CLIVE, IA 50325-8123

GARCIA, MARIA  
1724 NW 122ND CT  
CLIVE, IA 50325-8123

SWENSON, ADAM  
1723 NW 122ND CT  
CLIVE, IA 50325-8123

OWCA, JOSEPH A  
1744 NW 122ND CT  
CLIVE, IA 50325-8123

DIAL-CLIVE ASSISTED LIVING LP  
11506 NICHOLAS ST STE 200  
OMAHA, NE 68154-4421

DIAMOND RIDGE TOWNHOME ASSOC  
12576 DIAMOND RIDGE CT  
CLIVE, IA 50325-3204

CHRISTENS, DAVID M  
1800 NW 123RD ST  
CLIVE, IA 50325-8161

WOODLANDS CREEK RESERVE  
HOMEOWNERS ASSOCIATION  
1840 NW 127TH CT  
CLIVE, IA 50325-7401

MENARD INC  
4777 MENARD DR  
EAU CLAIRE, WI 54703-9604

FOSTER, GERALD R  
12350 HICKMAN RD  
CLIVE, IA 50325-8610







INTAKE

RIM=868.14'

IE=866.73'

872

871

870

IE NW=861.24' (8")

IE SE=862.64' (8")

TRASH TRANSFORMER  
ENCLOSURE  
CONCRETE

FFE varies - 873.38 to 873.67

STORAGE  
BUILDING

5,400 SF

CHAINLINK  
FENCE

NETS

ASPHALT

40.00' G

10.00'

(TYP)

GATES

GENERAL NOTES AND SPECIFICATIONS

1. The materials and labor shown on these plans that are provided by Cleary Building Corp. are limited to those materials and labor as defined by the Cleary Building Corp. contract. Additional materials or accessories that are not being provided by Cleary Building Corp. may be shown on plans for context or building code compliance.
2. This building is designed in accordance with the following codes and specifications:
- 2015 International Building Code (IBC)  
2015 Edition Of "National Design Specifications for Wood Construction"

Risk Category: II  
Use Group(s) Classification: S-1  
Building Use: Storage  
Type of Construction: Type VB  
Addition Building Area: 1584 Sq. Ft.  
Gross Building Area: 7047 Sq. Ft.

Building Design Loads:

Snow Design Data:

Ground Snow Load (Pg): 30 PSF  
Snow Exposure Factor (Ce): 1  
Slope Factor (Cs): 1  
Thermal Factor (Ct): 1.2  
Snow Load Importance Factor (Is): 1.0  
Flat Roof Snow Load (Pf): 25.2 PSF  
Sloped Roof Snow Load (Ps): 25.2 PSF

Wind Design Data:

Basic Design Wind Speed (V): 115 MPH  
Wind Exposure: C  
Design Internal Pressure Coefficient: ± 0.18

Earthquake Design Data:

Basic Seismic Force Resisting System: Building Frame System/Light Frame Walls Sheathed with Wood Structural Panels or Steel Sheets  
Design Base Shear: 130 LBS  
Seismic Response Coefficient (Cs): 0.012  
Analysis Procedure Used: Equivalent Lateral Force Procedure  
Seismic Design Category: B  
Mapped Spectral Response Accelerations (Ss): 6.5%g  
(S1): 4.6%g  
Spectral Response Coefficients (Ss): 0.069g  
(S1): 0.074g  
Site Class: D  
Seismic Importance Factor (I): 1.0  
Response Modification Factor (R): 6

3. All lumber, unless noted otherwise, shall be S4S #2 SPF or better. All lumber embedded in the ground shall be treated with Chromated Copper Arsenate to a retention level of .60 lbs. per cubic foot. AWP-A U1, UC4B.
4. All nails are to be threaded hardened steel unless otherwise noted.
5. Grading should be such that the surface water is drained away from the foundation. Minimum grade would be six inches of vertical drop per ten feet of horizontal away from the foundation (5%).
6. Fill used for concrete floor slab sub grade, if present, shall be reasonably graded granular material. Fill used in columns holes shall be the excavated soil unless noted otherwise. All fill shall be free from debris, stones over 4"φ and frozen material.
7. Electrical work, heating, ventilating, or conditioning, plumbing, and site draining is not a part of this drawing and shall be installed as per applicable codes.
8. This design is based on a building site with sand, silty sand, clayey sand, silty gravel, clayey gravel soil. As per the IBC building code and Referenced Standard ASCE 48.1, an assumed soil bearing design value of 1500 psf with increases for depth and width has been used in this design. If information is discovered before or during construction contrary to this, the building designer should be contacted.

NOTE:  
This building, as depicted, must be constructed 10 feet or more from any and all lot lines and 20 feet or more from any other buildings on the same lot. See IBC code and/or the local building official for exceptions.

NOTE:  
This document, as presented and sealed, is not intended to be, nor should it be construed as such, a complete building design. It is intended to represent just the building itself. It should also be noted that the designer is unaware of any subsoil investigation reports. Footings have been sized on assumed values as per note 8.0 under General Specifications and Notes. The designer excludes determination that the assumed soil conditions are present at the site. If a concrete floor will be installed, the design of the concrete floor is not part of these plans, nor is it intended to be. If shown, the concrete floor is only depicted to show its location with respect to related components of the building. The client or general contractor is encouraged to contract with other professional engineers or architects for the design of the concrete floor and its subgrade.

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160. DIAPHRAGM ACTION and MISC. DETAILS  
170. TRUSS DIAGRAMS



190 PAOLI STREET / P.O. BOX 830220  
VERONA, WI 53593 / (800) 373-5550

DRAWN BY: LAUREN YORK

DATE DRAWN: 06/19/25

PLAN REVISIONS:

| NUMBER | DATE | BY |
|--------|------|----|
| 1      |      |    |
| 2      |      |    |
| 3      |      |    |
| 4      |      |    |

PROJECT NAME:  
CITY OF CLIVE  
PROJECT SITE ADDRESS:  
1885 NW 123RD ST  
CLIVE, IA 50325 (POLK)  
BUILDING SIZE:  
18' 0" x 88' 0" x 10' 10"  
SHEET NAME:  
ELEVATIONS

PROJECT NUMBER:  
2025102006

SHEET NUMBER:  
110

WHEN PRINTED ON 24"x36"  
PAPER SCALE IS N.T.S.

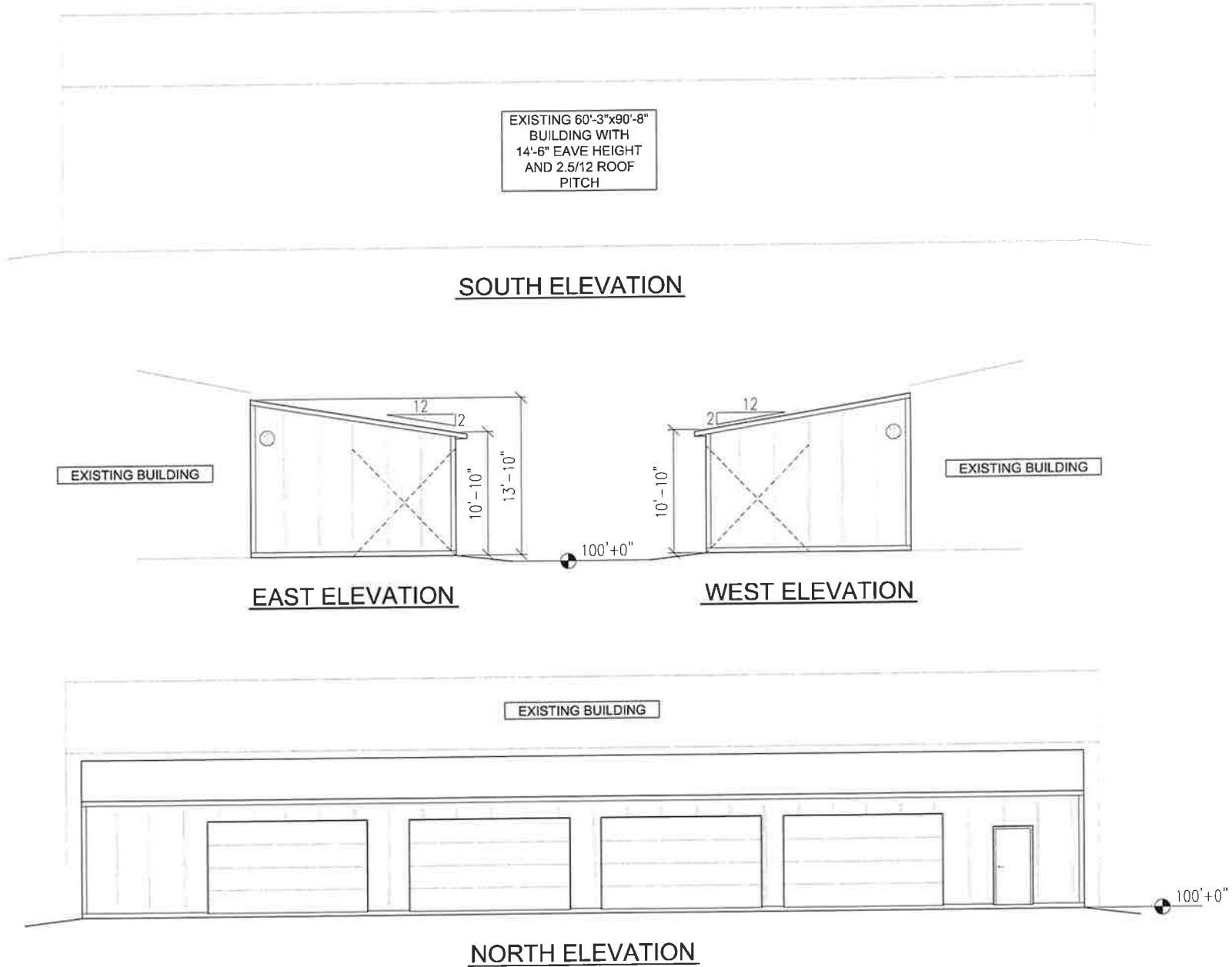


I hereby certify that this engineering document was prepared by me or under my direct personal supervision and that I am a duly licensed Professional Engineer under the laws of the State of Iowa.

Matthew B. Lawinger  
License number: 16411  
My license renewal date is December 31, 2025  
Sheets covered by this seal: See table of contents

APPROVED FOR CONSTRUCTION  
DATE \_\_\_\_\_ BY \_\_\_\_\_

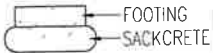
7/1/2025





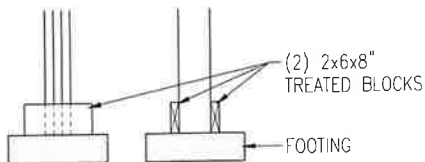
| COLUMNS         | COLUMN SIZE      | HOLE DEPTH | HOLE DIAMETER | FOOTING SIZE                       | NUMBER OF COLUMNS REQUIRED |
|-----------------|------------------|------------|---------------|------------------------------------|----------------------------|
| (A) CORNER      | 3-PLY 2x6x16'-0" | 5'-4"      | 18"Ø          | 4"x14"Ø PRECAST CONCRETE FOOTING   | 2                          |
| (B) FULL LENGTH | 3-PLY 2x6x16'-0" | 3'-10"     | 18"Ø          | 4"x14"Ø PRECAST CONCRETE FOOTING   | 2                          |
| (C) FULL LENGTH | 3-PLY 2x6x16'-0" | 5'-4"      | 18"Ø          | 4"x14"Ø PRECAST CONCRETE FOOTING   | 2                          |
| (D) DOOR        | 3-PLY 2x6x16'-0" | 5'-4"      | 18"Ø          | 4"x14"Ø PRECAST CONCRETE FOOTING   | 3                          |
| (E) DOOR        | 3-PLY 2x6x16'-0" | 5'-11"     | 18"Ø          | 9"x18"Ø CONCRETE (SEE NOTE/DETAIL) | 5                          |
| (F) HEADER POST | 4-PLY 2x6x16'-0" | ---        | ---           | HEADER POST B.E.=8'+5 1/2"         | 4                          |

NOTE:  
9"x18"Ø CONCRETE = (2) 60# BAGS  
OF SACKCRETE PLACED UNDER  
4"x14"Ø PRECAST FOOTING AS SHOWN

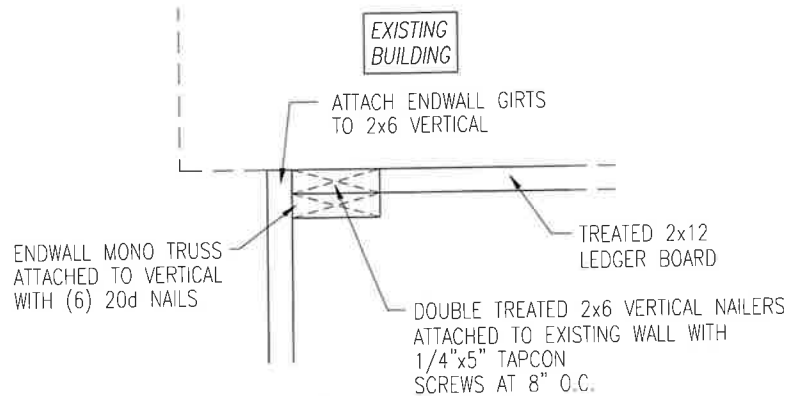


NOTE:  
10 TOTAL BAGS OF SACKCRETE  
REQUIRED FOR FOOTINGS AND  
COLUMN ANCHORAGE

UNLESS OTHERWISE NOTED ANCHOR ALL COLUMNS  
WITH (2) 2x6x8" TREATED BLOCKS ATTACHED TO COLUMN  
WITH (3) 20d NAILS PER EACH BLOCK FOR UPLIFT  
NOTE: COLUMN SETS ON TOP OF FOOTING -  
CHECK COLUMN CHART FOR EXACT FOOTING SIZE REQUIRED



COLUMN ANCHOR DETAIL



CORNER DETAIL

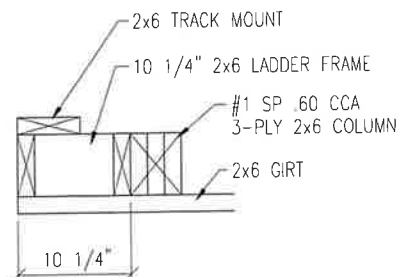
EXISTING 60'-3"x90'-8"  
BUILDING WITH  
14'-6" EAVE HEIGHT  
AND 2.5/12 ROOF  
PITCH

BUILDING ACCESSORY SCHEDULE

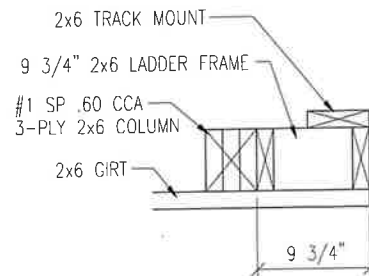
| ITEM              | SIZE         | B.E./T.E.     | QTY | ROUGH OPENING & ACCESSORY FEATURES                                            |
|-------------------|--------------|---------------|-----|-------------------------------------------------------------------------------|
| 1 SOLID WALK DOOR | 3' 0"x6' 8"  | B.E. =100' 4" | 1   | R.O. 3' 4 3/8"x6' 9 3/4", STANDARD, BRILLIANT, LEV./LEV. LOCKSET, KEYED ALIKE |
| 2 OVERHEAD DOOR   | 14' 0"x8' 0" | B.E. =100' 4" | 4   | I.D. =13' 11 1/2", DOOR BY CLEARY SUB                                         |

NOTES:

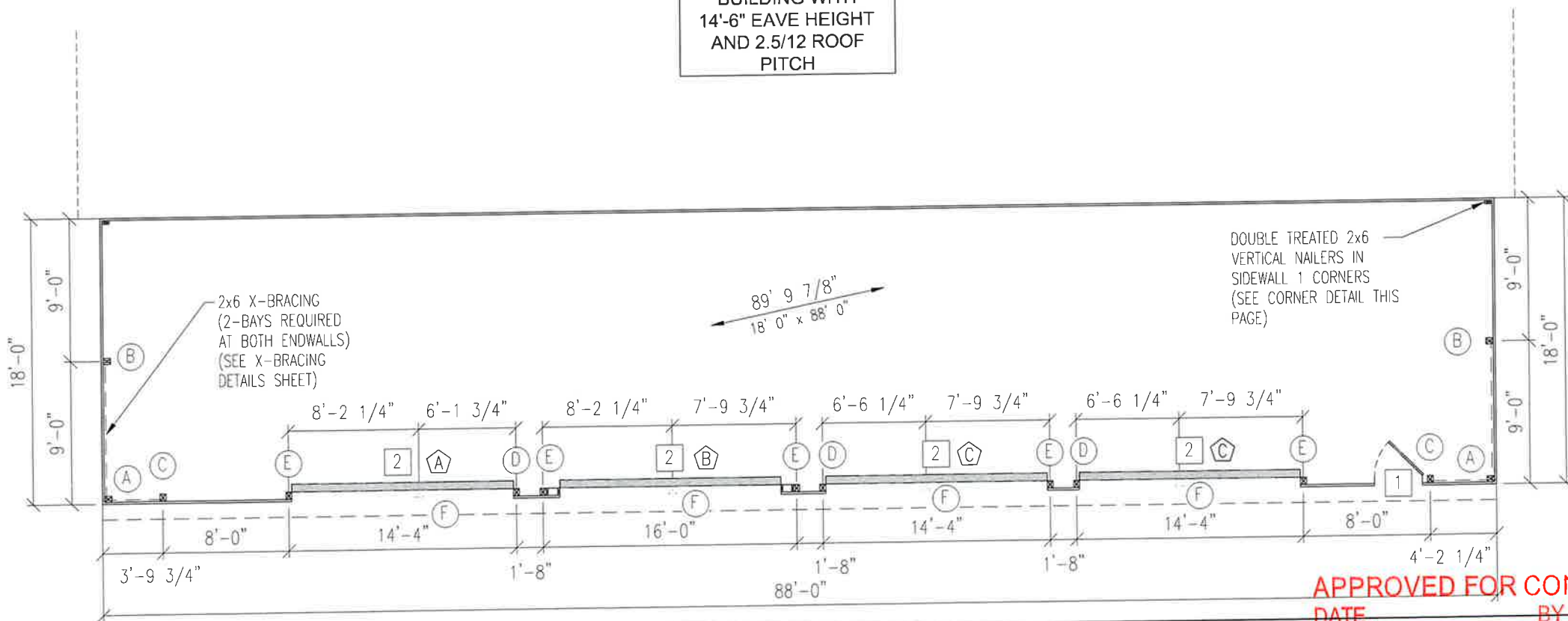
- FIELD VERIFY ALL DOOR AND WINDOW ROUGH OPENING SIZES PRIOR TO INSTALLING FRAME-OUTS
- ENDWALL COLUMNS ARE 3-PLY TO THE BUILDING EAVE HEIGHT AND 1-PLY FROM THERE TO THE ROOF PLANE
- 2x4 STANDARD DIAGONAL CORNER BRACING AT ALL CORNERS (UNLESS OTHERWISE NOTED)
- END WALL 1 ON BUILDING 1 - INSTALL STANDARD 15" SHAMROCK
- END WALL 2 ON BUILDING 1 - INSTALL STANDARD 15" SHAMROCK



LADDER FRAME DETAIL



LADDER FRAME DETAIL



APPROVED FOR CONSTRUCTION  
DATE \_\_\_\_\_ BY \_\_\_\_\_

**CLEARY**  
BUILDING CORP.

190 PAOLI STREET / P.O. BOX 930220  
VERONA, WI 53593 / (800) 373-5550

DRAWN BY: LAUREN YORK

DATE DRAWN: 06/19/25

PLAN REVISIONS:

| NUMBER | DATE | BY |
|--------|------|----|
| 1      |      |    |
| 2      |      |    |
| 3      |      |    |
| 4      |      |    |

PROJECT NAME:  
**CITY OF CLIVE**  
PROJECT SITE ADDRESS:  
1885 NW 123RD ST  
CLIVE, IA 50325 (POLK)  
BUILDING SIZE:  
18' 0" x 88' 0" x 10' 10"  
SHEET NAME:  
FLOOR PLAN

PROJECT NUMBER:  
**2025102006**

SHEET NUMBER:  
**120**

WHEN PRINTED ON 24"x36"  
PAPER SCALE IS 1/4"=1'-0"



I hereby certify that this engineering document was  
prepared by me or under my direct personal supervision  
and that I am a duly licensed Professional Engineer  
under the laws of the State of Iowa

Matthew B. Lawinger  
License number: 16411  
My license renewal date is December 31, 2025  
Sheets covered by this seal: See table of contents  
7/1/2025



P.O Box 930220  
Verona, WI 53593-0220  
Phone: (608) 845-9700  
Fax: (608) 845-7070

4/29/2025  
CITY OF CLIVE - PARKS DEPT, ATTENTION JEFF  
THIELEN  
Doc ID: 6200020250429150332

## Cleary/Owner Project Contract - Erected



**West End Wall 1 on Building 1**

Note: These colors are as close to the actual colors as permitted by printing. Actual metal samples must be reviewed with your Sales Specialist. Colors vary depending upon position and angles.

### **Exterior Finishes**

End Wall 1 on Building 1  
Siding: Premium Steel Panel  
House Wrap: None  
Wainscot: None  
Gable Filler Strips: Gable filler strips not included.  
Treated Plank Filler Strips: None

### **Ventilation**

End Wall 1 on Building 1  
Overhang: None

### **Accessories**

C-500  
v12/10

*built with pride before the*  *is applied<sup>®</sup>*



ORDINANCE NO. \_\_\_\_

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF CLIVE,  
IOWA, 2024, BY AMENDING PROVISIONS OF THE ZONING ORDINANCE  
REGARDING COMMERCIAL ENTERTAINMENT USES

Be It Enacted by the City Council of the City of Clive, Iowa:

SECTION 1. INTERNAL REFERENCES. All references to section numbers in this ordinance shall be to sections contained with Title 11 in the Zoning Ordinance, unless otherwise specified.

SECTION 2. AMENDMENT- COMMERCIAL DISTRICTS. In Title 11, Chapter 7 (entitled “Commercial Districts”), Section 11-7-4 (entitled “PRINCIPAL PERMITTED USES”), is hereby deleted and the following inserted in lieu thereof:

Principal permitted uses for commercially zoned property are listed in the following table. Where a use is not expressly listed below, the community development director shall have authority to determine if the use is compatible and consistent with the surrounding environment.

| Permitted Uses - Commercial              |     |     |     |     |     |
|------------------------------------------|-----|-----|-----|-----|-----|
| Use                                      | C-1 | C-2 | C-3 | C-4 | C-5 |
| Auditoriums                              | P   | P   |     | A   |     |
| Automobile and truck travel plaza        |     |     |     |     | P   |
| Automobile sales and display             |     | P   |     |     |     |
| Automobile supply (retail)               | P   | P   |     | P   |     |
| Automotive repair                        | P   | P   |     | P   |     |
| Automotive wash                          | P   | P   |     | P   | P   |
| Bakeries                                 | P   | P   |     | C   |     |
| Banks                                    | P   | P   | P   | P   | P   |
| Building material sales yard, lumberyard |     | P   |     |     | P   |

|                                                                   |    |    |   |          |   |
|-------------------------------------------------------------------|----|----|---|----------|---|
| Childcare, including daycare                                      | P  | P  | A | A        |   |
| Commercial entertainment                                          | P  | P  |   | <b>P</b> | P |
| Consumer fireworks sales                                          | P  | P  | P | P        | P |
| Convenience stores/gas stations                                   | P  | P  |   | P        | P |
| Dance studio                                                      | P  | P  |   | P        |   |
| Domesticated animal boarding/kennels                              | P  | P  |   | A        |   |
| Drinking places                                                   | P  | P  | A | A        |   |
| Farm machinery and mobile home sales and repair                   |    | P  |   |          | P |
| Fitness center                                                    | P  | P  | A | P        |   |
| Funeral homes and mortuaries                                      | P  | P  |   | P        |   |
| Grocery store                                                     | P  | P  |   | P        |   |
| Hair salon                                                        | P  | P  | A | P        | P |
| Hospitals                                                         | SP | SP | P |          |   |
| Hotel, motel or motor lodge                                       | P  | P  | P | P        |   |
| Launderette and similar business using only nonflammable solvents | P  | P  |   |          | P |
| Laundry, repair, dry cleaning and pick up                         | P  | P  | A | P        |   |
| Libraries                                                         | P  | P  | P | P        |   |
| Medical office, clinic                                            | P  | P  | P | P        |   |
| Millwork                                                          |    | P  |   |          |   |
| Ministorage                                                       |    | P  |   |          |   |
| Monument sales and engraving                                      |    | P  |   |          |   |
| Movie theater                                                     | P  | P  |   | P        |   |
| Museums                                                           | P  | P  | A | P        |   |
| Nurseries and greenhouses                                         | P  | P  |   |          |   |
| Nursing homes                                                     | SP | SP |   |          |   |
| Photographic studios                                              | P  | P  |   | P        |   |
| Printing and/or publishing house                                  |    | P  |   |          |   |

|                                                                                                |    |    |    |    |    |
|------------------------------------------------------------------------------------------------|----|----|----|----|----|
| Professional offices                                                                           | P  | P  | P  | P  | P  |
| Religious institutions                                                                         | P  | P  |    | SP |    |
| Restaurant, fast food                                                                          | P  | P  | P  | P  | P  |
| Restaurant, fast food drive-through                                                            | P  | P  |    | P  |    |
| Restaurant, full service sit down                                                              | P  | P  | P  | P  | P  |
| Retail                                                                                         | P  | P  |    | P  |    |
| Schools, Elementary and Secondary                                                              | SP | SP | SP | SP |    |
| Schools, Post-Secondary                                                                        | P  | P  | P  | P  |    |
| Sheet metal shop                                                                               |    | P  |    |    |    |
| Small engine/lawn mower repair shop                                                            | P  | P  |    |    |    |
| Storage warehouse, provided no outside storage shall be permitted                              |    | P  |    |    |    |
| Utility substations                                                                            | SP | SP |    | SP | SP |
| Veterinary clinic and hospital                                                                 | P  | P  |    | P  |    |
| <b>Key:</b><br>P = Permitted<br>C = Conditional<br>A = Auxiliary<br>SP = Special Permitted Use |    |    |    |    |    |

SECTION 3. REPEALER. All parts of the "CODE OF ORDINANCES OF THE CITY OF CLIVE, IOWA, 2024" in conflict herewith are hereby repealed.

SECTION 4. SEVERABILITY CLAUSE. If any section, provision, sentence, clause, phrase or part of this Ordinance shall be judged to be invalid or unconstitutional, such adjudication shall not affect the validity of this Ordinance as a whole or any section, subsection, provision, sentence, clause, phrase or part thereof not adjudged invalid or unconstitutional.

SECTION 5. WHEN EFFECTIVE. This Ordinance shall be in effect from and after its final passage, approval and notice of its passage is given as provided by law.

PASSED AND APPROVED by the City Council on the \_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
Matthew Graham, City Clerk

\_\_\_\_\_  
John Edwards, Mayor

Ordinance No. \_\_\_\_\_ authenticated this \_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
Matthew Graham, City Clerk

\_\_\_\_\_  
John Edwards, Mayor

Officially published on the \_\_\_\_ day of \_\_\_\_\_, 2025.

CERTIFIED BY:

\_\_\_\_\_  
Matthew Graham, City Clerk



## Memo

**TO:** Mayor and Council members

**FROM:** Amanda Grutzmacher, Senior Planner

**DATE:** September 25, 2025

**RE:** 2nd Consideration of Proposed Ordinance 1171 Providing for the Division of Taxes Levied on Taxable Property in the September, 2025 Addition to the Clive Urban Renewal Area, Pursuant to Section 403.19 of the Code of Iowa

### **SYNOPSIS:**

The 2025 Urban Renewal Plan Amendment has been approved, and the next step in the process is to approve the division of taxes levied on TIF property in the Urban Renewal Area generally located along NW 86th Street in Polk County. Approval of Ordinance 1171 allows the City to utilize the funds on projects included in the Urban Renewal Plan.

Staff recommends approval of the second consideration of Ordinance 1171.

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

### Attachments:

1. Ordinance 1171

An Ordinance Providing for the Division of Taxes Levied on Taxable Property in the September, 2025 Addition to the Clive Urban Renewal Area, Pursuant to Section 403.19 of the Code of Iowa

WHEREAS, the City Council of the City of Clive, Iowa (the “City”) previously enacted certain ordinances providing for the division of taxes levied on certain taxable property in the Clive Urban Renewal Area (the “Urban Renewal Area”), pursuant to Section 403.19 of the Code of Iowa; and

WHEREAS, pursuant to said ordinances, certain taxable property within the Clive Urban Renewal Area in the City was designated a “tax increment district”; and

WHEREAS, the City Council now desires to increase the size of the “tax increment district” by adding additional property;

BE IT ENACTED by the Council of the City of Clive, Iowa:

Section 1. Purpose. The purpose of this ordinance is to provide for the division of taxes levied on the taxable property in the September, 2025 Addition to the Clive Urban Renewal Area of the City of Clive, Iowa, each year by and for the benefit of the state, city, county, school districts or other taxing districts after the effective date of this ordinance in order to create a special fund to pay the principal of and interest on loans, moneys advanced to or indebtedness, including bonds proposed to be issued by the City of Clive to finance projects in such area.

Section 2. Definitions. For use within this ordinance the following terms shall have the following meanings:

“City” shall mean the City of Clive, Iowa.

“County” shall mean Polk County, Iowa.

“Urban Renewal Area Addition” shall mean the September, 2025 Addition to the Clive Urban Renewal Area of the City, the legal description of which is set out below, approved by the City Council by resolution adopted on September 11, 2025:

A PARCEL OF LAND LOCATED IN SECTIONS 34 AND 35, ALL IN TOWNSHIP 79 NORTH, RANGE 25 WEST OF THE 5TH P.M. AND SECTION 3, TOWNSHIP 78 NORTH, RANGE 25 WEST OF THE 5th P.M., CITY OF CLIVE, POLK COUNTY, IOWA AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LOT 30 OF WALNUT CREEK HEIGHTS; THENCE SOUTH TO THE NORTHWEST CORNER OF LOT 31, WALNUT CREEK HEIGHTS; THENCE EAST ALONG THE NORTH LINE OF SAID LOT 31, 95.00 FEET TO THE NORTHEAST CORNER THEREOF; THENCE SOUTHERLY ALONG THE EAST LINE OF SAID LOT 31, 208.3 FEET TO THE SOUTHEAST CORNER OF SAID LOT 31; THENCE WEST ALONG THE SOUTH LINE OF SAID LOT 31, 150.00 FEET TO THE SOUTHWEST CORNER OF SAID LOT 31; THENCE SOUTH, 80.00 FEET TO A POINT ON THE NORTH LINE OF THE ACQUISITION PLAT SHOWN IN BOOK 13433 PAGE 203; THENCE EAST ALONG SAID NORTH LINE, AND ALONG THE NORTH LINE OF THE ACQUISITION PLAT SHOWN IN BOOK 13405 PAGE 36, TO A NORTHEAST CORNER OF SAID

ACQUISITION PLAT, SAID CORNER ALSO BEING A NORTHEAST CORNER OF EUROPEAN FLAVORS PLAT NO.1; THENCE SOUTH, 10.00 FEET TO A POINT ON A NORTH LINE OF EUROPEAN FLAVORS PLAT NO.1; THENCE EAST ALONG SAID NORTH LINE TO THE EASTERLY MOST NORTHEAST CORNER OF EUROPEAN FLAVORS PLAT NO.1; THENCE SOUTHERLY ALONG THE EAST LINE OF SAID EUROPEAN FLAVORS PLAT NO.1 TO THE SOUTHEAST CORNER OF SAID EUROPEAN FLAVORS PLAT NO.1; THENCE CONTINUING SOUTH ALONG THE EASTERLY LINE OF WEST UNIVERSITY PLAZA PLAT 1 TO THE SOUTHEAST CORNER OF WEST UNIVERSITY PLAZA PLAT 1; THENCE N 89°57' W, A DISTANCE OF 28.00 FEET; THENCE S 6°32' W, A DISTANCE OF 60.00 FEET; THENCE S 89°57' E, A DISTANCE OF 28.00 FEET; THENCE S 6°32' W, ALONG A LINE BEING 40.00 FEET WEST OF AND PARALLEL TO THE CENTERLINE OF 73RD STREET, A DISTANCE OF 300.00 FEET, MORE OR LESS, TO THE EASTERNMOST CORNER OF PARCEL A AS SHOWN IN PLAT OF SURVEY FILED IN BOOK 11728 PAGE 658 OF THE POLK COUNTY, IOWA RECORDS; THENCE NORTHWESTERLY ALONG THE NORTHEASTERLY LINE OF SAID PARCEL A TO THE NORTHEASTERLY CORNER OF SAID PARCEL A, SAID POINT ALSO BEING THE NORTHERLY RIGHT-OF-WAY LINE OF THE CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY; THENCE CONTINUING NORTHWESTERLY ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF SAID RR CO. TO ITS INTERSECTION WITH THE SOUTH LINE OF SAID SECTION 35, SAID POINT ALSO BEING ON THE CENTERLINE OF UNIVERSITY AVENUE EXTENDED WESTERLY; THENCE WEST TO THE SOUTHWEST CORNER OF SAID SECTION 35; THENCE CONTINUING WEST ALONG THE SOUTH LINE OF SAID SECTION 34 TO THE SOUTHEAST CORNER OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 34; THENCE NORTH ALONG THE EAST LINE OF SAID SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 TO THE SOUTHEAST CORNER OF LOT 66, ARBOR OAKS ESTATES PLAT 5; THENCE CONTINUING NORTHERLY ALONG THE EAST LINE OF SAID ARBOR OAKS ESTATES PLAT 5 AND ALONG THE EAST LINE OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 34 TO THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF SAID CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY, SAID POINT ALSO BEING THE NORTHWEST CORNER OF OUTLOT "B", CLIVE DEPOT PLAT 1; THENCE SOUTHEASTERLY ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY LINE TO THE NORTHEASTERLY CORNER OF OUTLOT "B", CLIVE DEPOT PLAT 1; THENCE NORTHERLY TO THE NORTH RIGHT-OF-WAY LINE OF HARBACH BOULEVARD AND TO THE SOUTHEAST CORNER OF LOT 17, KASSONS ADDITION TO RAVENWOOD; THENCE NORTHWESTERLY TO A POINT 80.00 FEET NORTH OF THE SOUTHWEST CORNER OF SAID LOT 17; THENCE CONTINUING NORTHWESTERLY ON A LINE PARALLEL TO AND 60.00 FEET NORTHEASTERLY OF THE SOUTHWEST LINE OF LOT 18 OF SAID KASSONS ADDITION TO RAVENWOOD, TO THE SOUTH LINE OF WESTVIEW BEND PLAT 3; THENCE EAST ALONG SAID SOUTH LINE TO THE SOUTHWEST CORNER OF OUTLOT "A" OF SAID WESTVIEW BEND PLAT 3; THENCE NORTH ALONG THE WEST LINE OF SAID OUTLOT "A" AND ALONG THE WEST LINE OF LOT 18 OF WESTVIEW BEND PLAT NO.2 TO THE SOUTH RIGHT-OF-WAY LINE OF ALICE AVENUE; THENCE SOUTHEASTERLY ALONG SAID SOUTH RIGHT-OF-WAY LINE TO A POINT OF INTERSECTION WITH THE SOUTHERLY EXTENSION OF THE WEST LINE OF LOT 17 OF SAID WESTVIEW BEND PLAT NO. 2; THENCE NORTHERLY ALONG SAID SOUTHERLY EXTENSION OF THE WEST LINE OF LOT 17 AND CONTINUING NORTH ALONG THE WEST LINE OF SAID LOT 17 TO THE SOUTH LINE OF LOT 41 OF PRIMROSE PARK PLAT 1 REPLAT; THENCE WEST ALONG SAID SOUTH LINE TO THE SOUTHWEST CORNER OF SAID LOT 41 OF PRIMROSE PARK PLAT 1 REPLAT; THENCE NORTH ALONG THE WEST LINE OF SAID LOT 41 TO THE SOUTH RIGHT-OF-WAY LINE OF PRIMROSE LANE; THENCE CONTINUING NORTH TO THE SOUTHWEST CORNER OF LOT 32 OF SAID PRIMROSE PARK PLAT 1 REPLAT; THENCE CONTINUING NORTH ALONG THE WEST LINE OF SAID LOT 32 AND LOT 17 OF SAID PRIMROSE PARK PLAT 1 REPLAT TO THE SOUTH RIGHT-OF-WAY LINE OF FRANKLIN AVENUE; THENCE CONTINUING NORTH TO THE SOUTHWEST CORNER OF LOT 8 OF SAID PRIMROSE PARK PLAT 1 REPLAT; THENCE CONTINUING NORTH ALONG THE WEST LINE OF

SAID LOT 8 TO THE NORTHWEST CORNER OF SAID LOT 8; THENCE WEST ALONG THE SOUTH LINE OF LOT 28 OF SUNNY HILLS TO THE SOUTHWEST CORNER OF SAID LOT 28; THENCE NORTH ALONG THE WEST LINE OF SAID LOT 28 TO THE SOUTH RIGHT-OF-WAY LINE OF SUNNY HILL DRIVE; THENCE CONTINUING NORTH TO THE SOUTHWEST CORNER OF LOT 21 OF SAID SUNNY HILLS; THENCE CONTINUING NORTH ALONG THE WEST LINE OF SAID LOT 21 AND LOT 12 OF SAID SUNNY HILLS TO THE SOUTH RIGHT-OF-WAY LINE OF SUMMIT DRIVE; THENCE CONTINUING NORTH TO THE SOUTHWEST CORNER OF LOT 5 OF SAID SUNNY HILLS; THENCE CONTINUING NORTH ALONG THE WEST LINE OF SAID LOT 5 TO THE SOUTH LINE OF LOT 1 OF CLIVE VILLAGE SQUARE PLAT 1; THENCE WEST ALONG SAID SOUTH LINE TO THE SOUTHWEST CORNER OF SAID LOT 1; THENCE NORTH ALONG THE WEST LINE OF SAID LOT 1 TO THE SOUTH RIGHT-OF-WAY LINE OF HICKMAN ROAD; THENCE EAST ALONG SAID SOUTH RIGHT-OF-WAY LINE TO THE NORTHEAST CORNER OF LOT 5 OF RAVENWOOD PLAT 2; THENCE SOUTH ALONG THE EAST LINE OF SAID LOT 5 AND THE EAST LINE OF LOT 12 OF RAVENWOOD PLAT 2 TO THE SOUTHEAST CORNER OF SAID LOT 12; THENCE SOUTH TO THE NORTHEAST CORNER OF BLOCK 6 OF RAVENWOOD; THENCE SOUTH ALONG THE EAST LINE OF SAID BLOCK 6 TO THE NORTH RIGHT-OF-WAY LINE OF SAID FRANKLIN AVENUE; THENCE CONTINUING SOUTH TO THE NORTHEAST CORNER OF BLOCK 11 OF RAVENWOOD; THENCE CONTINUING SOUTH ALONG THE EAST LINE OF SAID BLOCK 11 TO THE NORTH RIGHT-OF-WAY LINE OF SAID ALICE AVENUE; THENCE CONTINUING SOUTH TO THE NORTHEAST CORNER OF BLOCK 14 OF RAVENWOOD; THENCE CONTINUING SOUTH ALONG THE EAST LINE OF SAID BLOCK 14 TO THE NORTH RIGHT-OF-WAY LINE OF SAID HARBACH BOULEVARD; THENCE WEST ALONG SAID NORTH RIGHT-OF-WAY LINE TO A POINT OF INTERSECTION WITH THE NORTHERLY EXTENSION OF THE WEST RIGHT-OF-WAY LINE OF 85TH STREET; THENCE SOUTH ALONG SAID EXTENSION AND THE WEST RIGHT-OF-WAY LINE TO THE EASTERNMOST SOUTHEAST CORNER OF LOT 1 OF EMERY ADDITION PLAT ONE; THENCE CONTINUING SOUTH ALONG THE SAID WEST RIGHT-OF-WAY LINE EXTENDED TO THE SOUTHERLY RIGHT-OF-WAY LINE OF CLARK STREET; THENCE SOUTHEASTERLY ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE TO THE EAST RIGHT-OF-WAY LINE OF 84TH STREET; THENCE SOUTH ALONG SAID EAST RIGHT-OF-WAY LINE TO THE NORTHWEST CORNER OF LOT 32 OF McKEONS PLACE REPLAT; THENCE EAST ALONG THE NORTH LINE OF SAID LOT 32 TO THE EAST LINE OF THE WEST 160.00 FEET OF LOT 31 OF SAID McKEONS PLACE REPLAT; THENCE NORTH ALONG SAID EAST LINE TO THE NORTH LINE OF SAID LOT 31, SAID POINT ALSO BEING THE NORTHWEST CORNER OF LOT 1 OF McKEONS PLACE PLAT 2; THENCE EAST ALONG THE NORTH LINE OF SAID LOT 1 AND ALONG THE NORTH LINE OF OUTLOT "Z" OF SAID McKEONS PLACE PLAT 2, TO THE WEST LINE OF LOT 6 OF WESTWIND HEIGHTS; THENCE SOUTH ALONG SAID WEST LINE TO THE SOUTHWEST CORNER OF SAID LOT 6; THENCE EAST ALONG THE SOUTH LINE OF SAID LOT 6 TO THE NORTHEAST CORNER OF LOT 1 OF UNIVERSITY TERRACE; THENCE SOUTH ALONG THE EAST LINE OF SAID LOT 1 TO THE NORTH LINE OF THE SOUTH 48.00 FEET OF LOT 43 OF FISCHER ACRES; THENCE EAST ALONG SAID NORTH LINE TO THE WEST RIGHT-OF-WAY LINE OF 81ST STREET; THENCE SOUTHEASTERLY TO THE NORTHWEST CORNER OF LOT 20 OF SAID FISCHER ACRES; THENCE EAST ALONG THE NORTH LINE OF SAID LOT 20 TO THE EAST LINE OF THE WEST HALF OF SAID LOT 20; THENCE SOUTH ALONG SAID EAST LINE TO THE SOUTH LINE OF SAID LOT 20; THENCE EAST ALONG SAID SOUTH LINE AND THE EASTERLY EXTENSION THEREOF TO THE EAST RIGHT-OF-WAY LINE OF 80TH STREET; THENCE NORTH ALONG SAID EAST RIGHT-OF-WAY LINE TO THE NORTH LINE OF LOT 13 OF SAID FISCHER ACRES; THENCE EAST ALONG SAID NORTH LINE AND THE EASTERLY EXTENSION THEREOF, TO THE WEST LINE OF DRAKE PLAZA; THENCE SOUTH ALONG SAID WEST LINE TO THE SOUTHWEST CORNER OF LOT 8 IN SAID DRAKE PLAZA, AND BEING A POINT ON THE NORTHERLY LINE OF LOT 93 OF WALNUT CREEK HEIGHTS; THENCE EAST ALONG SAID NORTHERLY LINE TO THE EAST LINE OF SAID LOT 93; THENCE SOUTH ALONG SAID EAST LINE TO THE NORTHWEST CORNER OF LOT 7 OF KEATING PLACE; THENCE EAST



ALONG THE NORTH LINE OF SAID LOT 7 AND LOT 3 OF SAID KEATING PLACE TO THE WEST LINE OF 78TH STREET; THENCE NORTH ALONG SAID WEST LINE TO A POINT OF INTERSECTION WITH THE WESTERLY EXTENSION OF THE NORTH LINE OF LOT 42 OF SAID WALNUT CREEK HEIGHTS; THENCE EAST ALONG SAID WESTERLY EXTENSION, AND ALONG SAID NORTH LINE OF LOTS 42 AND 38 OF SAID WALNUT CREEK HEIGHTS TO THE WESTERNMOST CORNER OF LOT 1 OF SERVICEMASTER PLAT 1; THENCE S 89°19'56" E TO THE SOUTHWEST CORNER OF LOT 43 OF WALNUT CREEK HEIGHTS; THENCE CONTINUING EASTERLY TO THE WEST RIGHT-OF-WAY LINE OF 75TH STREET; THENCE SOUTH ALONG SAID WEST LINE TO A POINT OF INTERSECTION WITH THE WESTERN EXTENSION OF THE SOUTH LINE OF LOT 3 IN CHERYL JANE ESTATES; THENCE EAST ALONG SAID WESTERLY EXTENSION OF THE SOUTH LINE AND ALONG SAID SOUTH LINE OF SAID LOT 3 TO THE WEST LINE OF LOT 30 OF SAID WALNUT CREEK HEIGHTS; THENCE NORTH ALONG SAID WEST LINE TO THE NORTHWEST CORNER OF SAID LOT 30; THENCE EAST ALONG THE NORTH LINE OF SAID LOT 30 TO THE POINT OF BEGINNING.

EXCEPT

LOT 1 OF EUROPEAN FLAVORS PLAT NO. 1,

AND EXCEPT

THE WEST 15.50 ACRES OF LOT 45 OF FISCHER ACRES,

AND EXCEPT

THAT PART CONTAINED WITHIN THE 1997 ADDITION TO THE CLIVE URBAN RENEWAL AREA OF THE CITY OF CLIVE, IOWA DESCRIBED AS FOLLOWS:

BEGINNING 561.70 FEET NORTH AND 40.00 FEET WEST OF THE SOUTHEAST CORNER; THENCE NORTHWESTERLY 105.00 FEET; THENCE WESTERLY 299.00 FEET; THENCE SOUTHWESTERLY 169.10 FEET; THENCE NORTHWESTERLY 410.7 FEET; THENCE NORTHEASTERLY 388.40 FEET; THENCE NORTHWESTERLY 157.00 FEET; THENCE SOUTHWESTERLY 220.40 FEET; THENCE WESTERLY 178.30 FEET; THENCE NORTHWESTERLY 249.10 FEET; THENCE NORTHEASTERLY 374.00 FEET; THENCE NORTHWESTERLY 298.40 FEET; THENCE NORTH 290.60 FEET; THENCE SOUTHEASTERLY 931.60 FEET; THENCE SOUTHEAST 93.50 FEET; THENCE SOUTHERLY 137.40 FEET; THENCE SOUTH 497.10 FEET; THENCE SOUTHWESTERLY 228.40 FEET; THENCE EAST 507.10 FEET; THENCE SOUTH 287.30 FEET TO THE POINT OF BEGINNING, LOT 3, OFFICIAL PLAT OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 34, TOWNSHIP 79 NORTH, RANGE 25 WEST OF THE 5TH P.M.

Section 3. Provisions for Division of Taxes Levied on Taxable Property in the Urban Renewal Area Addition. After the effective date of this ordinance, the taxes levied on the taxable property in the Urban Renewal Area Addition each year by and for the benefit of the State of Iowa, the City, the County and any school district or other taxing district in which the Urban Renewal Area Addition is located, shall be divided as follows:

(a) that portion of the taxes which would be produced by the rate at which the tax is levied each year by or for each of the taxing districts upon the total sum of the assessed value of the taxable property in the Urban Renewal Area Addition, as shown on the assessment roll as of January 1 of the calendar year preceding the first calendar year in which the City certifies to the County Auditor the amount of loans, advances, indebtedness, or bonds payable from the special fund referred to in paragraph (b) below, shall be allocated to and when collected be paid into the fund for the respective taxing district as taxes by or for said taxing district into which all other

property taxes are paid. For the purpose of allocating taxes levied by or for any taxing district which did not include the territory in the Urban Renewal Area Addition on the effective date of this ordinance, but to which the territory has been annexed or otherwise included after the effective date, the assessment roll applicable to property in the annexed territory as of January 1 of the calendar year preceding the effective date of the ordinance which amends the plan for the Urban Renewal Area Addition to include the annexed area, shall be used in determining the assessed valuation of the taxable property in the annexed area.

(b) that portion of the taxes each year in excess of such amounts shall be allocated to and when collected be paid into a special fund of the City to pay the principal of and interest on loans, moneys advanced to or indebtedness, whether funded, refunded, assumed or otherwise, including bonds issued under the authority of Section 403.9(1), of the Code of Iowa, incurred by the City to finance or refinance, in whole or in part, projects in the Urban Renewal Area, and to provide assistance for low and moderate-income family housing as provided in Section 403.22, except that taxes for the regular and voter-approved physical plant and equipment levy of a school district imposed pursuant to Section 298.2 of the Code of Iowa, taxes for the instructional support program levy of a school district imposed pursuant to Section 257.19 of the Code of Iowa and taxes for the payment of bonds and interest of each taxing district shall be collected against all taxable property within the taxing district without limitation by the provisions of this ordinance. Unless and until the total assessed valuation of the taxable property in the Urban Renewal Area Addition exceeds the total assessed value of the taxable property in such area as shown by the assessment roll referred to in subsection (a) of this section, all of the taxes levied and collected upon the taxable property in the Urban Renewal Area Addition shall be paid into the funds for the respective taxing districts as taxes by or for said taxing districts in the same manner as all other property taxes. When such loans, advances, indebtedness, and bonds, if any, and interest thereon, have been paid, all money thereafter received from taxes upon the taxable property in the Urban Renewal Area Addition shall be paid into the funds for the respective taxing districts in the same manner as taxes on all other property.

(c) the portion of taxes mentioned in subsection (b) of this section and the special fund into which that portion shall be paid may be irrevocably pledged by the City for the payment of the principal and interest on loans, advances, bonds issued under the authority of Section 403.9(1) of the Code of Iowa, or indebtedness incurred by the City to finance or refinance in whole or in part projects in the Urban Renewal Area.

(d) as used in this section, the word “taxes” includes, but is not limited to, all levies on an ad valorem basis upon land or real property.

Section 4. Repealer. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

Section 5. Saving Clause. If any section, provision, or part of this ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

Section 6. Effective Date. This ordinance shall be effective after its final passage, approval and publication as provided by law.

Passed and approved by the City Council of the City of Clive, Iowa, on October 9, 2025.

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John Edwards, Mayor

Attest:

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Matthew Graham, City Clerk

First consideration: September 11, 2025

Second consideration: September 25, 2025

STATE OF IOWA

SS:

POLK COUNTY

I, the undersigned, County Auditor of Polk County, in the State of Iowa, do hereby certify that on the \_\_\_\_ day of \_\_\_\_\_, 2025, the City Clerk of the City of Clive, Iowa, filed in my office a copy of an ordinance of such City shown to have been adopted by the Council and approved by the Mayor thereof on the \_\_\_\_ day of \_\_\_\_\_, 2025, entitled: "Ordinance No. \_\_\_\_\_. An Ordinance Providing for the Division of Taxes Levied on Taxable Property in the September, 2025 Addition to the Clive Urban Renewal Area, Pursuant to Section 403.19 of the Code of Iowa," and that I have duly placed a copy of the ordinance on file in my records.

WITNESS MY HAND this \_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
County Auditor

STATE OF IOWA  
COUNTY OF POLK                      SS:  
CITY OF CLIVE

I, the undersigned, City Clerk of the City of Clive, State of Iowa, do hereby certify that I caused to be published “Ordinance No. \_\_\_\_\_. An Ordinance Providing for the Division of Taxes Levied on Taxable Property in the September, 2025 Addition to the Clive Urban Renewal Area, Pursuant to Section 403.19 of the Code of Iowa,” of which the printed slip attached to the publisher’s original affidavit hereto attached is a true and complete copy, on the date and in the newspaper specified in such affidavit, and that such newspaper has a general circulation in said City.

WITNESS MY HAND this \_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
Matthew Graham, City Clerk

**(Attach hereto publisher’s affidavit of publication with clipping of ordinance as published.)**

STATE OF IOWA  
POLK COUNTY  
CITY OF CLIVE

SS:

I, the undersigned, City Clerk of the City of Clive, State of Iowa, do hereby certify that the attached is a true, correct and complete copy of all the records of the Council of such City relating to the adoption of an ordinance entitled "Ordinance No. \_\_\_\_\_. An Ordinance Providing for the Division of Taxes Levied on Taxable Property in the September, 2025 Addition to the Clive Urban Renewal Area, Pursuant to Section 403.19 of the Code of Iowa."

WITNESS MY HAND this \_\_\_\_ day of \_\_\_\_\_, 2025.

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Matthew Graham, City Clerk



## Memo

**TO:** Mayor and Council members

**FROM:** Matthew Graham, City Clerk

**DATE:** September 25, 2025

**RE:** 2nd Consideration of Proposed Ordinance 1167 Liquor Licenses and Beer and Wine Permits

### SYNOPSIS:

This ordinance updates **Title 4, Chapter 1, Section 5(8)** of the Clive City Code regarding alcoholic liquor storage and mixed drink regulations. Under our current Code, licensees may only keep liquor in the original package from the Iowa Department of Revenue and mix drinks on-site for immediate consumption.

The proposed change incorporates recent amendments to **Iowa Code §123.49(2)(d)(2)–(4)**, which now permit mixed drinks and cocktails prepared on the premises for consumption beyond immediate use. This allows practices such as “carry-out” or “delivery” cocktails under state law, provided they comply with specific container and sealing requirements.

**Effect:** This amendment ensures our Code mirrors current State law and removes outdated restrictions on alcohol service.

### Attachments:

1. 2025 Alcohol

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF CLIVE, IOWA, BY AMENDING PROVISIONS PERTAINING TO LIQUOR LICENSES AND WINE AND BEER PERMITS**

Be It Enacted by the City Council of the City of Clive, Iowa:

**SECTION 1. SUBSECTION MODIFIED.** Subsection 8 of Title 4, Chapter 1, Section 5 of the Code of Ordinances of the City of Clive, Iowa, is repealed and the following adopted in lieu thereof:

8. Keep on premises covered by a retail alcohol license any alcoholic liquor in any container except the original package purchased from the Iowa Department of Revenue and except mixed drinks or cocktails mixed on the premises for immediate consumption. However, mixed drinks or cocktails that are mixed on the premises and are not for immediate consumption may be consumed on the licensed premises, subject to Section 123.49, Subsection 2, Paragraph D, Subparagraphs (2), (3), and (4) of the *Code of Iowa*.

*(Code of Iowa, Sec. 123.49(2)(d)(2), (3), and (4))*

**SECTION 2. SEVERABILITY CLAUSE.** If any section, provision or part of this ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

**SECTION 3. WHEN EFFECTIVE.** This ordinance shall be in effect from and after its final passage, approval and publication as provided by law.

PASSED AND APPROVED by the City Council on the \_\_\_\_ day of \_\_\_\_\_ 2025.

\_\_\_\_\_  
Matthew D. Graham, City Clerk

\_\_\_\_\_  
John Edwards, Mayor

Ordinance No. \_\_\_\_\_ authenticated this \_\_\_\_ day of \_\_\_\_\_ 2025.

\_\_\_\_\_  
Matthew D. Graham, City Clerk

\_\_\_\_\_  
John Edwards, Mayor

Officially published on the \_\_\_\_ day of \_\_\_\_\_ 2025.

CERTIFIED BY:

\_\_\_\_\_  
Matthew D. Graham, City Clerk





## Memo

**TO:** Mayor and Council members

**FROM:** Matthew Graham, City Clerk

**DATE:** September 25, 2025

**RE:** 2nd Consideration of Proposed Ordinance 1168 Cigarette & Tobacco Sales

### SYNOPSIS:

This proposed ordinance repeals and replaces **Title 4, Chapter 2 (Cigarette and Tobacco Sales)** of the Clive City Code. The substantive changes are as follows:

#### **Permit Processing Through the State Portal**

The ordinance now explicitly requires that applications for retail cigarette and tobacco permits be submitted electronically through the Iowa Department of Revenue's online system. While our current Code provides for local approval, the new language formalizes the electronic process and clarifies that the State issues the permit on behalf of the City following Council approval.

#### **Codification of State Penalty Framework for Underage Sales**

Our current Code already prohibits sales to underage persons and incorporates state enforcement standards by reference. The proposed ordinance goes further by setting out the specific penalty schedule in detail (fines, suspension timelines, and revocation thresholds) directly within the City Code. This improves clarity and transparency for retailers and staff while aligning enforcement with the graduated penalty system already required by Iowa Code Chapter 453A.

**Effect:** This ordinance modernizes Chapter 2 by formalizing the State's electronic permitting process and by incorporating the State's penalty framework directly into the local ordinance. The changes improve transparency and administrative clarity without creating new substantive requirements beyond what State law already mandates.

#### Attachments:

1. 2025 Cigarette Permits

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF CLIVE, IOWA, BY AMENDING PROVISIONS PERTAINING TO CIGARETTE AND TOBACCO SALES**

Be It Enacted by the City Council of the City of Clive, Iowa:

**SECTION 1. CHAPTER MODIFIED.** Title 4, Chapter 2 of the Code of Ordinances of the City of Clive, Iowa, is repealed and the following adopted in lieu thereof:

**TITLE 4 CHAPTER 2**

**CIGARETTE AND TOBACCO SALES**

4-2-1 Definitions

4-2-2 Permit Required

4-2-3 Application

4-2-4 City Approval

4-2-5 Fees

4-2-6 Issuance

4-2-7 Expiration

4-2-8 Refunds

4-2-9 Persons Under Legal Age

4-2-10 Self-Service Sales Prohibited

4-2-11 Permit Revocation

4-2-12 Penalty

**4-2-1 DEFINITIONS.** For use in this chapter the following terms are defined:  
*(Code of Iowa, Sec. 453A.1)*

1. “Alternative nicotine product” means a product, not consisting of or containing tobacco, that provides for the ingestion into the body of nicotine, whether by chewing, absorbing, dissolving, inhaling, snorting, or sniffing, or by any other means. “Alternative nicotine product” does not include cigarettes, tobacco products, or vapor products, or a product that is regulated as a drug or device by the United States Food and Drug Administration under Chapter V of the Federal Food, Drug, and Cosmetic Act.

2. “Cigarette” means any roll for smoking made wholly or in part of tobacco, or any substitute for tobacco, irrespective of size or shape and irrespective of tobacco or any substitute for tobacco being flavored, adulterated, or mixed with any other ingredient, where such roll has a wrapper or cover made of paper or any other material. However, cigarettes shall not be construed to include cigars.

3. “Department” means the State Department of Revenue.

4. “Place of business” means any place where cigarettes, tobacco products, alternative nicotine products, or vapor products are sold, stored, or kept for the purpose of sale or consumption by a retailer.

5. “Retailer” means every person who sells, distributes, or offers for sale for consumption, or possesses for the purpose of sale for consumption, cigarettes, alternative nicotine products, or vapor products, irrespective of the quantity or amount or the number of sales, or who engages in the business of selling tobacco, tobacco products, alternative nicotine products, or vapor products to ultimate consumers.

6. “Self-service display” means any manner of product display, placement, or storage from which a person purchasing the product may take possession of the product, prior to purchase, without assistance from the retailer or employee of the retailer, in removing the product from a restricted access location.

7. “Tobacco products” means the following: cigars; little cigars; cheroots; stogies; periques; granulated, plug cut, crimp cut, ready rubbed, and other smoking tobacco; snuff;

cavendish; plug and twist tobacco; fine-cut and other chewing tobaccos; shorts or refuse scraps, clippings, cuttings, and sweepings of tobacco; and other kinds and forms of tobacco prepared in such manner as to be suitable for chewing or smoking in a pipe or otherwise, or for both chewing and smoking, but does not mean cigarettes.

8. “Vapor product” means any noncombustible product, which may or may not contain nicotine, that employs a heating element, power source, electronic circuit, or other electronic, chemical, or mechanical means, regardless of shape or size, that can be used to produce vapor from a solution or other substance. “Vapor product” includes an electronic cigarette, electronic cigar, electronic cigarillo, electronic pipe, or similar product or device, and any cartridge or other container of a solution or other substance, which may or may not contain nicotine, that is intended to be used with or in an electronic cigarette, electronic cigar, electronic cigarillo, electronic pipe, or similar product or device. “Vapor product” does not include a product regulated as a drug or device by the United States Food and Drug Administration under Chapter V of the Federal Food, Drug, and Cosmetic Act.

#### **4-2-2 PERMIT REQUIRED.**

1. Retail Cigarette Permits. It is unlawful for any person, other than a holder of a retail permit, to sell cigarettes, alternative nicotine products, or vapor products at retail and no retailer shall distribute, sell, or solicit the sale of any cigarettes, alternative nicotine products, or vapor products within the City without a valid permit for each place of business. The permit shall, at all times, be publicly displayed at the place of business so as to be easily seen by the public and the persons authorized to inspect the place of business.

*(Code of Iowa, Sec. 453A.13(1))*

2. Retail Tobacco Permits. It is unlawful for any person to engage in the business of a retailer of tobacco, tobacco products, alternative nicotine products, or vapor products at any place of business without first having received a permit as a retailer for each place of business owned or operated by the retailer.

*(Code of Iowa, Sec. 453A.47A(1))*

A retailer who holds a retail cigarette permit is not required to also obtain a retail tobacco permit. However, if a retailer only holds a retail cigarette permit and that permit is suspended, revoked, or expired, the retailer shall not sell any tobacco, tobacco products, alternative nicotine products, or vapor products, during such time.

*(Code of Iowa, Sec. 453A.47A(4))*

**4-2-3 APPLICATION.** A retailer shall submit to the department an application on forms furnished by the department, accompanied by the required fees and adequate bond as provided in Section 453A.14, of the *Code of Iowa*. Applications, any supporting documentation, and the associated fees shall be submitted electronically to the department.

*(Code of Iowa, Sec. 453A.13(5))*

**4-2-4 CITY APPROVAL.** The City may approve retail permit applications for applicants with a place of business within the City limits. The City shall use the electronic portal of the department to process retail permit applications. Upon approval of a retail permit application by the City the department shall issue the permit to the applicant on behalf of the City.

*(Code of Iowa, Sec. 453A.13(2))*

**4-2-5 FEES.** The fee for a retail cigarette or tobacco permit shall be as follows:

*(Code of Iowa, Sec. 453A.13(3)(b) and 453A.47A(7))*

| <b>FOR PERMITS GRANTED DURING:</b> | <b>FEE:</b> |
|------------------------------------|-------------|
| July, August, or September         | \$100.00    |
| October, November, or December     | \$ 75.00    |

|                             |          |
|-----------------------------|----------|
| January, February, or March | \$ 50.00 |
| April, May, or June         | \$ 25.00 |

**4-2-6 ISSUANCE.** Each permit issued shall describe clearly the place of business for which it is issued and shall be nonassignable.

*(Code of Iowa, Sec. 453A.13(9))*

**4-2-7 EXPIRATION.** All permits shall expire on June 30 of each year. A permit shall not be granted or issued until the applicant has paid the fees to the department for the next period ending on June 30.

*(Code of Iowa, Sec. 453A.13(3)(a))*

**4-2-8 REFUNDS.** A retailer may surrender an unrevoked permit and receive a refund from the City, except during April, May, or June, in accordance with the schedule of refunds as provided in Section 453A.13 or 453A.47A of the *Code of Iowa*.

*(Code of Iowa, 453A.13(4) and 453A.47A(8))*

**4-2-9 PERSONS UNDER LEGAL AGE.** A person shall not sell, give, or otherwise supply any tobacco, tobacco products, alternative nicotine products, vapor products, or cigarettes to any person under 21 years of age. The provision of this section includes prohibiting a person under 21 years of age from purchasing tobacco, tobacco products, alternative nicotine products, vapor products, and cigarettes from a vending machine. If a retailer or employee of a retailer violates the provisions of this section, the Council shall, after written notice and hearing, and in addition to the other penalties fixed for such violation, assess the following:

1. For a first violation, the retailer shall be assessed a civil penalty in the amount of \$300.00. Failure to pay the civil penalty as ordered under this subsection shall result in automatic suspension of the permit for a period of 14 days.
2. For a second violation within a period of two years, the retailer shall be assessed a civil penalty in the amount of \$1,500.00 or the retailer's permit shall be suspended for a period of 30 days. The retailer may select its preference in the penalty to be applied under this subsection.
3. For a third violation within a period of three years, the retailer shall be assessed a civil penalty in the amount of \$1,500.00 and the retailer's permit shall be suspended for a period of 30 days.
4. For a fourth violation within a period of three years, the retailer shall be assessed a civil penalty in the amount of \$1,500.00 and the retailer's permit shall be suspended for a period of 60 days.
5. For a fifth violation within a period of four years, the retailer's permit shall be revoked.

The Clerk shall give 10 days' written notice to the retailer by mailing a copy of the notice to the place of business as it appears on the application for a permit. The notice shall state the reason for the contemplated action and the time and place at which the retailer may appear and be heard.

*(Code of Iowa, Sec. 453A.2, 453A.22, and 453A.36(6))*

**4-2-10 SELF-SERVICE SALES PROHIBITED.** Except for the sale of cigarettes through a cigarette vending machine as provided in Section 453A.36(6) of the *Code of Iowa*, a retailer shall not sell or offer for sale tobacco, tobacco products, alternative nicotine products, vapor products, or cigarettes through the use of a self-service display.

*(Code of Iowa, Sec. 453A.36A)*

**4-2-11 PERMIT REVOCATION.** Following a written notice and an opportunity for a hearing, as provided by the *Code of Iowa*, the Council may also revoke a permit issued pursuant to this chapter for a violation of Division I of Chapter 453A of the *Code of Iowa* or any rule adopted thereunder. If a permit is revoked, a new permit shall not be issued to the permit holder for any place of business, or to any other person for the place of business at which the violation occurred, until one year has expired from the date of revocation, unless good cause to the contrary is shown to the Council. The Clerk shall report the revocation or suspension of a retail permit to the department within 30 days of the revocation or suspension.

*(Code of Iowa, Sec. 453A.22)*

**4-2-12 PENALTY.** Unless another penalty is expressly provided by this chapter for any particular provision or section, any person violating any provision of this chapter or any rule or regulation adopted herein by reference shall, upon conviction, be subject to the standard penalty as stated in Section 1-4-1.

**SECTION 2. SEVERABILITY CLAUSE.** If any section, provision or part of this ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

**SECTION 3. WHEN EFFECTIVE.** This ordinance shall be in effect from and after its final passage, approval and publication as provided by law.

PASSED AND APPROVED by the City Council on the \_\_\_\_ day of \_\_\_\_\_ 2025.

\_\_\_\_\_  
Matthew D. Graham, City Clerk

\_\_\_\_\_  
John Edwards, Mayor

Ordinance No. \_\_\_\_\_ authenticated this \_\_\_\_ day of \_\_\_\_\_ 2025.

\_\_\_\_\_  
Matthew D. Graham, City Clerk

\_\_\_\_\_  
John Edwards, Mayor

Officially published on the \_\_\_\_ day of \_\_\_\_\_ 2025.

CERTIFIED BY:

\_\_\_\_\_  
Matthew D. Graham, City Clerk



## Memo

**TO:** Mayor and Council members

**FROM:** Matthew Graham, City Clerk

**DATE:** September 25, 2025

**RE:** 2nd Consideration of Proposed Ordinance 1169 Public Hearing Requirements

### SYNOPSIS:

This proposed ordinance amends **Title 3, Chapter 1, Section 5** of the Clive City Code to align with recent legislative changes in Iowa Code §§ 24.2A(4)(b)(2) and 384.16(3). The substantive updates are:

#### **Hearing Notice Publication Requirement**

Public hearing notices must now be published not less than 4 nor more than 20 days prior to the hearing (reduced from the prior 10-day minimum).

#### **Expanded Budget Hearing Notice Requirements**

The notice of the City's budget hearing must now include a summary of the proposed budget and an explanation of the protest procedure under Iowa Code § 384.19, presented in the form prescribed by the Department of Management.

Other provisions (proof of publication with the County Auditor and the requirement that the budget hearing be held before April 30) are unchanged, though they are restated in the updated language.

**Effect:** This ordinance provides greater flexibility in scheduling hearings by reducing the minimum publication period and ensures that budget hearing notices include the information and format now required by State law.

#### Attachments:

1. 2025 Public Hearing Requirements

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF CLIVE, IOWA, BY AMENDING PROVISIONS PERTAINING TO PUBLIC HEARING REQUIREMENTS**

Be It Enacted by the City Council of the City of Clive, Iowa:

**SECTION 1. SUBPARAGRAPH MODIFIED.** Subparagraph (1) of Title 3, Chapter 1, Section 5, Subsection 4 of the Code of Ordinances of the City of Clive, Iowa, is repealed and the following is adopted in lieu thereof:

- (1) Notice of the public hearing shall be published not less than four or more than 20 days in a newspaper published at least once weekly and having general circulation in the City. However, if the City has a population of 200 or less, publication may be made by posting in three public places in the City.

*(Code of Iowa, Sec. 24.2A(4)(b)(2))*

**SECTION 2. SUBSECTION MODIFIED.** Subsection 6 of Title 3, Chapter 1, Section 5 of the Code of Ordinances of the City of Clive, Iowa, is repealed and the following is adopted in lieu thereof:

6. Notice of Hearing. Following, and not until completion of requirements, of Subsection 4 of this section, the Council shall set a time and place for public hearing on the budget to be held before April 30 and shall publish notice of the hearing not less than four or more than 20 days before the hearing. A summary of the proposed budget and a description of the procedure for protesting the City budget under Section 384.19 of the *Code of Iowa*, in the form prescribed by the Director of the Department of Management, shall be included in the notice. Proof of publication of the notice under this subsection must be filed with the County Auditor.

*(Code of Iowa, Sec. 384.16(3))*

**SECTION 3. SEVERABILITY CLAUSE.** If any section, provision or part of this ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

**SECTION 4. WHEN EFFECTIVE.** This ordinance shall be in effect from and after its final passage, approval and publication as provided by law.

PASSED AND APPROVED by the City Council on the \_\_\_\_ day of \_\_\_\_\_ 2025.

\_\_\_\_\_  
Matthew D. Graham, City Clerk

\_\_\_\_\_  
John Edwards, Mayor

Ordinance No. \_\_\_\_\_ authenticated this \_\_\_\_ day of \_\_\_\_\_ 2025.

\_\_\_\_\_  
Matthew D. Graham, City Clerk

\_\_\_\_\_  
John Edwards, Mayor

Officially published on the \_\_\_\_ day of \_\_\_\_\_ 2025.

CERTIFIED BY:

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Matthew D. Graham, City Clerk





## Memo

**TO:** Mayor and Council members

**FROM:** Matthew Graham, City Clerk

**DATE:** September 25, 2025

**RE:** 2nd Consideration of Proposed Ordinance 1170 Service Animal Misrepresentation

### SYNOPSIS:

This ordinance adds a new section to the Clive City Code (**5-7-21**) creating the offense of **intentional misrepresentation of a service animal or service-animal-in-training**, consistent with **Iowa Code §216C.11(3)(b)**.

Under the new provision, a person commits an offense if they knowingly misrepresent an animal as a service animal to obtain rights or privileges under state or federal disability law.

**Effect:** This ordinance provides the City with local enforcement authority to deter and penalize fraudulent claims of service animals, complementing state enforcement mechanisms.

### Attachments:

1. 2025 Service Animal

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF CLIVE, IOWA, BY ADDING A NEW SECTION PROHIBITING FALSE REPRESENTATION OF SERVICE ANIMAL**

Be It Enacted by the City Council of the City of Clive, Iowa:

**SECTION 1. NEW SECTION.** The Code of Ordinances of the City of Clive, Iowa, is amended by adding a new Section 5-7-21, entitled FALSE REPRESENTATION OF SERVICE ANIMAL, which is hereby adopted to read as follows:

**5-7-21 FALSE REPRESENTATION OF SERVICE ANIMAL.** A person commits the offense of intentional misrepresentation of an animal as a service animal or a service-animal-in-training if, for the purpose of obtaining any of the rights or privileges set forth in State or federal law, the person intentionally misrepresents an animal in one's possession as one's service animal or service-animal-in-training or a person with a disability's service animal or service-animal-in-training whom the person is assisting by controlling.

*(Code of Iowa, Section 216C.11(3)(B))*

**SECTION 2. SEVERABILITY CLAUSE.** If any section, provision or part of this ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

**SECTION 3. WHEN EFFECTIVE.** This ordinance shall be in effect from and after its final passage, approval and publication as provided by law.

PASSED AND APPROVED by the City Council on the \_\_\_\_ day of \_\_\_\_\_ 2025.

\_\_\_\_\_  
Matthew D. Graham, City Clerk

\_\_\_\_\_  
John Edwards, Mayor

Ordinance No. \_\_\_\_\_ authenticated this \_\_\_\_ day of \_\_\_\_\_ 2025.

\_\_\_\_\_  
Matthew D. Graham, City Clerk

\_\_\_\_\_  
John Edwards, Mayor

Officially published on the \_\_\_\_ day of \_\_\_\_\_ 2025.

CERTIFIED BY:

\_\_\_\_\_  
Matthew D. Graham, City Clerk



## Memo

**TO:** Mayor and Council members

**FROM:** Matthew Graham, City Clerk

**DATE:** September 25, 2025

**RE:** Email Regarding Fall Branch/Brush Collection

### **SYNOPSIS:**

The resident's email address has been redacted but is available from the Clerk's office.

### Attachments:

1. Microsoft Outlook - Memo Style

**From:** Carolyn DeHoogh [REDACTED]  
**Sent:** Friday, September 19, 2025 9:49 AM  
**To:** Madison Wirth <[mwirth@cityofclive.com](mailto:mwirth@cityofclive.com)>  
**Cc:** David Cell DeHoogh [REDACTED]  
**Subject:** Re: Fall Brush cleanup

So sorry this is reality now... we have lived in Clive for almost 40 years and keeping it beautiful has always been a priority. This is difficult with our seasoned trees and the storms that have gone thru this area. The bags/ twine does not hold large thick branches and I don't think one swipe through the neighborhood would be a bad use of our tax dollars if that is what it takes. Please pass this along to the counsel for review! Thank you! David & Carolyn DeHoogh 9478 Lincoln Ave., Clive

Ps my son lives in south fork and they have pickup all branches every week!  
Sent from my iPhone

On Sep 5, 2025, at 8:11 AM, Madison Wirth <[mwirth@cityofclive.com](mailto:mwirth@cityofclive.com)> wrote:

Hello,

Metro Waste Authority no longer offers the special brush pick-up.

Thank you.

-----Original Message-----

**From:** Carolyn [REDACTED]  
**Sent:** Thursday, September 4, 2025 6:02 PM  
**To:** Paula Venema <[PVenema@cityofclive.com](mailto:PVenema@cityofclive.com)>  
**Subject:** Fall Brush cleanup

Is there a date for the fall cleanup for branches etc? I couldn't find it on website. Thanks Carolyn DeHoogh 9478 Lincoln Ave Clive Sent from my iPhone