



CLIVE CITY COUNCIL

AGENDA, REGULAR MEETING

1900 NW 114th Street

October 9, 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/81624473147> - Meeting ID: 816 2447 3147 - One tap mobile +13052241968,,81624473147# US

Call to Order/Roll Call/Pledge of Allegiance

Approval of the Agenda

Citizens Presentation

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

Consent Items

1. City Manager Memo
2. Approve 09/25/2025 City Council Minutes
3. Bill List
4. Approve Retail Alcohol Sales License Renewal Application - Escapology Escape Room - 8801 University Avenue, #107A
5. Approve Retail Alcohol Sales License Renewal Application - Franka Pizzeria - 12695 University Avenue, #100
6. Resolution Approving Change Order #1 - Absolute Group - Forest Ave Water Main Replacement - (-\$73,104.73)
7. Resolution Approving Change Order #1 - Stapes Concrete & Grading LLC - City Hall Approach Replacement Project - \$800.00
8. Resolution Approving Change Order #3 - Caliber Concrete - 2025 NW 138th St HMA Overlay - \$482.05
9. Approve Pay Request #1 - NAI Electrical - City Hall Remodel Phase 2 Project - \$2,667.50
10. Approve Pay Request #1 - Cunningham Inc - City Hall Remodel Phase 2 Project - \$21,141.15
11. Approve Pay Request #1 - The Concrete Company - 2025 Residential PCC Pavement Rehabilitation Project - \$130,873.42
12. Approve Pay Request #1 - Stapes Concrete Concrete & Grading LLC - City Hall Approach Replacement Project - \$11,825.75

13. Approve Pay Request #1 -Caliber Concrete - Linnan Park Construction Project - \$82,222.50
14. Approve Pay Request #2 - Burkett Construction - Linnan Park Construction Project - \$155,467.50
15. Approve Pay Request #3 - Hansen Company - Linnan Park Construction Project - \$40,986.04
16. Approve Pay Request #3 - On Track Construction, LLC - Linnan Park Construction Project - \$245,216.00
17. Approve Pay Request #4 - Absolute Group - Forest Ave Water Main Replacement - \$11,023.71
18. Approve Pay Request #4 - Absolute Group - Greenbelt Landing Construction Project - \$27,146.25
19. Approve Pay Request #6 - Caliber Concrete - 2025 NW 138th St HMA Overlay - \$17,962.90
20. Approve Pay Request #6 - Country Landscapes - Greenbelt Landing Construction Project - \$35,031.88
21. Approve Pay Request #7 - DeVries Electric - City Hall-Library Phase 1 Remodel Project - \$16,138.48
22. Approve Pay Request #7 - Dahl Air Conditioning & Heating - City Hall-Library Remodel Phase 1 Project - \$1,085.85
23. Approve Pay Request #7 - Concrete Technologies, Inc. - Alice's Road Phase 1A Reconstruction Project - \$264,862.67
24. Approve Pay Request #9 - On Track Construction - Greenbelt Landing Construction Project - \$130,520.07
25. Approve Pay Request #9 - Keystone Construction - City Hall-Library Remodel Phase 1 Project - \$24,763.61
26. Approve Pay Request #11 - University Boulevard Flood Mitigation - Project Scoping Plan - Confluence, Inc. - \$9,450.00
27. Approve Pay Request #11 - Air-Con Mechanical Corp. - Greenbelt Landing Construction Project - \$25,558.94
28. Approve Pay Request #12 - Central Iowa Mechanical - Greenbelt Landing Construction Project - \$4,560.00
29. Approve Pay Request #12 - Keystone Construction - Greenbelt Landing Construction Project - \$320,900.02
30. Approve Pay Request #22 - Snyder & Associates - University Boulevard Pump Station Improvements Project - \$3,048.00
31. Approve Purchase - Stiver's Ford - Police Patrol Cars - \$96,800.00.
32. Approve Purchase of Aquatic Center Asphalt Shingle Roofing - Wolf Construction Services - \$69,690.00
33. Approval of Quote for A/V Services for Greenbelt Landing from Conference Technologies, Inc (CTI) - \$27,121.12

34. Resolution Authorizing City Manager to Proceed with Service Two - PFM Group Consulting LLC - Benchmarking Comparison Cities Project - \$18,440.00
35. Resolution Approving Dallas County Nuisance Abatement Assessments - Mowing - 3430 NW 169th Street, 18027 Tanglewood Drive, 18013 Tanglewood Drive
36. Resolution Approving Polk County Nuisance Abatement Assessments - Mowing - 8624 Summit Drive, 10414 Clark Street
37. Resolution Accepting 1st Amendment to Overland Flowage and Private Storm Sewer Easement for Shadow Creek Plat 5, Lot 51 - 17763 Valleyview DR
38. Resolution Setting Public Hearing (11/13/2025, 6:00 p.m.) - Zoning Ordinance Amendment Regarding Boarding and Lodging Houses
39. Resolution Setting Public Hearing (11/13/2025, 6:00 p.m.) - Vacating a Portion of Lot 49 of Shadow Creek Plat 6
40. Approve Pay Rate - Benjamin Graham - Part-Time Firefighter/EMT - \$18.98/Hr - Effective 10/10/2025
41. Approve Pay Rate - Kara Lovan - Part-Time Library Shelver - \$15.12/Hr - Effective 10/10/25
42. Approve Pay Rate - Christopher Allen - Part-Time Firefighter/Paramedic - \$23.22/Hr - Effective 10/10/2025
43. Approve Pay Rate - Jake Martin - Part-Time Firefighter/EMT - \$18.98/Hr - Effective 10/10/2025

Action Items

1. Public Hearing - Proposed Development Agreement with Dehner Distillery, LLC
 - a. Resolution Approving Development Agreement with Dehner Distillery, LLC, Authorizing Annual Appropriation Tax Increment Payments and Pledging Certain Tax Increment Revenues to the Payment of the Agreement
2. Resolution Approving Membership in the Greater Dallas County Development Alliance
3. Resolution Approving Walnut Creek Watershed 5-Year Implementation Plan
4. Resolution Approving the Clive 2025-2030 Strategic Plan
5. Resolution Setting Public Hearing (10/23/2025, 6:00 p.m.) for the sale of General Obligation Urban Renewal Bonds, Series 2025B and authorizing the use of a Preliminary Official Statement in connection therewith
6. 2nd Consideration of No. Ordinance 1172 - Amend Provisions of Title 10 Building Regulations of the City of Clive Regarding: Chapter 12 (Rental Housing Code)
7. 3rd Consideration of Proposed Ordinance 1166 - Zoning Ordinance Amendment Regarding Commercial Entertainment Uses
8. 3rd 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
9. 3rd Consideration of Proposed Ordinance 1167 Liquor Licenses and Beer and Wine Permits

10. 3rd Consideration of Proposed Ordinance 1168 Cigarette & Tobacco Sales
11. 3rd Consideration of Proposed Ordinance 1169 Public Hearing Requirements
12. 3rd Consideration of Proposed Ordinance 1170 Service Animal Misrepresentation

Correspondence

Reports

Adjournment



Memo

TO: Mayor and Council members

FROM: Pete De Kock, Assistant City Manager

DATE: October 9, 2025

RE: City Manager Memo

SYNOPSIS:

Memo outlining items for consideration at the October 9, 2025, Clive City Council meeting.

Attachments:

1. General Info Memo 10-9-25



MEMO

To: Mayor Edwards and Clive City Council

From: Assistant City Manager Pete De Kock

Date: October 6, 2025

Re: General Information Memo – October 9, 2025 City Council Meeting

The October 9, 2025, City Council meeting will be in-person in the Council Chambers at Clive City Hall & virtually at:

Consent Agenda – A few items to note on the consent agenda. First, staff would like to move forward on multiple capital equipment items, including the replacement of patrol cars, the roof replacement at the Clive Aquatic Center, and new A/V technology to be installed in the community building at Greenbelt Landing. Second, as discussed during strategic planning, staff is ready to move forward with the second portion of the PFM Financial Assessment/"Dip" Study and begin identifying comparison cities for Clive to benchmark itself against as we approach built-out condition. An action to proceed with this work is on the consent agenda for your consideration. Third, in follow-up to the ordinance considerations surrounding rental housing, staff are also ready to set a public hearing for consideration of zoning code changes related to Boarding and Lodging Houses to coincide with the rental housing code updates. Finally, staff have extended offers for a few part-time hires in the Fire Department and for the Clive Public Library. Your approval is recommended.

Public Hearing: Dehner Distillery Development Agreement – A public hearing is scheduled for the October 9 meeting to consider a development agreement with Dehner Distillery to provide economic development incentives through a tax rebate to aid in the construction of Dehner's new distillery and warehouse along NW 86th Street. As defined in the agreement, Dehner will receive a maximum tax rebate of \$585,573 over 10 years with a sliding scale depending on the taxable valuation of the project. More details on the development agreement are included in the packet for your review and staff will walk through the agreement details during the meeting. Staff would recommend approval of the development agreement.

Greater Dallas County Development Alliance Membership – The Walnut Creek Watershed Management Authority (WMA) has updated its five-year goals and implementation plan. The Walnut Creek WMA was formed in 2014, and since then, its member communities have identified and implemented practices, policies, and programs to advance the health of the watershed. The WMA's master plan was approved in 2016. It needs to be updated to reflect past accomplishments, as well as the evolving challenges and opportunities in the watershed. The five goals in the updated plan are:

- Hold water on the landscape
- Preserve, expand, reconnect, and rehabilitate floodplains
- Better understand and improve surface water quality
- Regional collaboration and awareness
- Sustain implementation through monitoring and reporting

There are multiple quantitative and qualitative measures associated with each goal, as well as targets for each member community. Clive staff were active participants in the plan drafting process, and believe that the goals outlined for Clive specifically and the WMA more broadly are achievable and will improve the watershed in many ways. Staff recommends approval.

Walnut Creek Watershed 5-Year Plan – The Council has identified membership in the Greater Dallas County Development Alliance (Alliance) as a strategic priority for FY 2025-2026. Clive staff have been working with the Alliance leadership on the goals and objectives for this partnership, which are outlined in the attached memo. Additional information about the Alliance's services can be found in the attached membership proposal. Clive's annual membership cost of \$18,917.50 equates to a per capita rate of \$2.50 for each Clive resident in Dallas County (7,567). If the resolution is approved, Assistant City Manager Pete De Kock will be the City's representative on the Alliance Board of Directors. Staff recommends approval.

Strategic Plan Update – Following the strategic planning workshops in August and September, Lyle Sumek and staff are ready to present the documents updating the Clive Strategic Plan for the coming year. Staff would recommend your approval of the updated documents and associated action agenda. Staff have already started work on several of the City Council's prioritized items and staff will be providing regular updates on progress.

2025B Bond Sale - Staff would like to set the sale date of October 23 for the 2025B GO Urban Renewal Bond Issue. With approval of this action the City Council will also be approving the Preliminary Official Statement to be shared with potential investors and bidders on the bond sale. On September 25, PFM and staff held the bond rating call with representatives from S&P to review the City's financial status and the City maintained its AAA bond rating. Proceeds from the 2025B Bond Sale will support the Alice's Road Reconstruction Project.

2nd Reading: Rental Housing Ordinance – During the previous meeting, Construction Services Administrator Ryan Mayer presented the efforts over the past year and the proposed changes to the Rental Housing Code. As is noted in the presentation, staff are 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 has offered some minor tweaks to the ordinance language for this 2nd reading; those tweaks will be outlined during the October 9 meeting. Staff have not received any additional comments since the first reading was approved and the Building Code & Appeals Board and staff would recommend your approval of the second reading.

3rd Reading: Commercial Entertainment Uses Ordinance – Following the previous two readings, staff would recommend the 3rd and final 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 and second readings were approved.



3rd Reading: Urban Renewal Plan Amendments Ordinance – Following the previous two readings, staff would recommend the 3rd and final 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 111th 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 two readings were 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 third and final 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 23

- Public Hearing – 2025B Urban Renewal GO Bond Sale
- Action – 3rd Reading of Ordinance Amending the Rental Housing Code
- Action – Professional Services Agreement w/ Snyder & Associates (Phase 4 Alice's Road Design)

November 13

- Public Hearing – Zoning Ordinance Amendment Regarding Boarding and Lodging Houses
- Public Hearing – Vacating a Portion of Lot 49 of Shadlow Creek Plat 6
- Action – Receive and File the University Boulevard Flood Mitigation Scoping Plan
- Presentation/Discussion – State of Clive Water
- Presentation/Discussion – Public Pond Management Plan
- Discussion – Draft 2025 State Legislative Priorities
- Discussion – Regional Issues/Upcoming Decisions: DART, PCEMA Levy, Clive's Role in Homelessness and CIWW Water Shortage Plan





Memo

TO: Mayor and Council members

FROM: Matthew Graham, City Clerk

DATE: October 9, 2025

RE: Approve 09/25/2025 City Council Minutes

SYNOPSIS:

Attachments:

1. cc Minutes 09_25_2025

**CLIVE CITY COUNCIL MEETING MINUTES
REGULAR MEETING
SEPTEMBER 25, 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.

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.

Presentation

1. **Donation from Clive Running Festival.** \$5,000.00 donation was presented to the Council by Tom Trygstad on behalf of the Clive Running Festival.

Consent Items

Eric Klein moved approval with amendment to remove item 30 for separate consideration, 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. 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 2025-280** 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 - Cirksema 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 - Cirksema 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 2025-281** Approving Service Agreement with Physicians Claims Company and the Clive Fire Department; 31. **Resolution 2025-283** 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 2025-284 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 2025-285** Approving Amended Job Descriptions for Various Full-Time Positions.

30. Resolution 2025-282 Approving Submission of Bravo Public Art Grant for Temporary Art Installation - The Listening Field. Leisure Services Director Richard Brown further elaborated on the matter 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.

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).** Public Hearing Notice published 09/08/2025 in the Des Moines Register. Construction Services Administrator Ryan Mayer presented the matter to the Council and recommended approval. Public comments of support were provided by Mike Wright, Jessica Dietz, and Roxanne Bensol. Eric Klein moved to close the public hearing, seconded by Ted Weaver. Roll Call: Ayes: Ted Weaver, Michael McCoy, Susan Judkins, Eric Klein, Breanne Hocker. Nays: None. Abstained: None. Motion carried.
 - 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).** 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.
2. **Public Hearing - 2025B proposal to enter into a General Obligation Urban Renewal Loan Agreement - \$5,910,000.** Public Hearing Notice published 09/12/2025 in the Des Moines Register. Director of Administrative Services Elizabeth Hansen presented the matter to the Council and recommended approval. Ted Weaver moved to close the public hearing, seconded by Eric Klein. Roll Call: Ayes: Ted Weaver, Michael McCoy, Susan Judkins, Eric Klein, Breanne Hocker. Nays: None. Abstained: None. Motion carried.
 - a. **Resolution 2025-286 taking additional action on proposals to enter into a General Obligation Urban Renewal Loan Agreement.** 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.
3. **Public Hearing - City Hall Phase 2 Remodel - Prime Contract #2 Rebid.** Public Hearing Notice published 09/08/2025 in the Des Moines Register. City Manager Matt McQuillen 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. **Receipt of Bids.** Eric Klein moved to receive the bids, seconded by Breanne Hocker. Roll Call: Ayes: Ted Weaver, Michael McCoy, Susan Judkins, Eric Klein, Breanne Hocker. Nays: None. Abstained: None. Motion carried.
 - b. **Resolution 2025-287 Awarding Construction Contract - Bid Package #2 - Aluminum Frames & Glazing - Elite Glass & Metal - \$135,370.00.** Eric Klein moved to award contract, seconded by Breanne Hocker. Roll Call: Ayes: Ted Weaver, Michael McCoy, Susan Judkins, Eric Klein, Breanne Hocker. Nays: None. Abstained: None. Motion carried.
4. **Public Hearing for the Approval of Second Amendment to Tower Lease with Option with T-Mobile Central LLC.** Public Hearing Notice published 09/08/2025 in the Des Moines Register. Public Works Director Jeff May 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 2025-288 Approving Second Amendment to Tower Lease with Option with T-Mobile LLC.** 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.

5. **Site Plan Amendment - Parks Maintenance Facility - 1885 NW 123rd Street.** Senior Planner Amanda Grutzmacher 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. **2nd Consideration of Proposed Ordinance 1166 - Zoning Ordinance Amendment Regarding Commercial Entertainment Uses.** Senior Planner Amanda Grutzmacher presented the matter to the Council and recommended approval. Ted Weaver 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. **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.** Senior Planner Amanda Grutzmacher presented the matter to the Council and recommended approval. Ted Weaver 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.
8. **2nd 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. None moved approval, seconded by None. Roll Call: Ayes: Ted Weaver, Michael McCoy, Susan Judkins, Eric Klein, Breanne Hocker. Nays: None. Abstained: None. Motion carried.
9. **2nd Consideration of Proposed Ordinance 1168 Cigarette & Tobacco Sales.** City Clerk Matthew Graham presented the matter to the Council and recommended approval. None moved approval, seconded by None. Roll Call: Ayes: Ted Weaver, Michael McCoy, Susan Judkins, Eric Klein, Breanne Hocker. Nays: None. Abstained: None. Motion carried.
10. **2nd Consideration of Proposed Ordinance 1169 Public Hearing Requirements.** City Clerk Matthew Graham presented the matter to the Council and recommended approval. None moved approval, seconded by None. Roll Call: Ayes: Ted Weaver, Michael McCoy, Susan Judkins, Eric Klein, Breanne Hocker. Nays: None. Abstained: None. Motion carried.
11. **2nd Consideration of Proposed Ordinance 1170 Service Animal Misrepresentation.** City Clerk Matthew Graham presented the matter to the Council and recommended approval. None moved approval, seconded by None. Roll Call: Ayes: Ted Weaver, Michael McCoy, Susan Judkins, Eric Klein, Breanne Hocker. Nays: None. Abstained: None. Motion carried.

Correspondence

1. Email Regarding Fall Branch/Brush Collection

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 7:26 p.m.

Matthew D. Graham, City Clerk

John D. Edwards, Mayor



Memo

TO: Mayor and Council members

FROM: Matthew Graham, City Clerk

DATE: October 9, 2025

RE: Bill List

SYNOPSIS:

Attachments:

1. 2752_001

Date Paid	Vendor Name	Description	Amount Paid
09/26/2025	ABDULLAH MUHAMMAD	FTF - SEPT 6	1,500.00
10/06/2025	ACCESS SYSTEMS	MANAGED PRINT	1,832.29
10/06/2025	ACCO	POOL CHEMICALS	2,971.10
10/06/2025	ACME ROLL OFF COMPANY	DUMPSTER RENTAL	575.00
10/06/2025	ACME TOOLS	BOOM TRUCK TOOL REPLACEMENT	383.42
10/03/2025	AFLAC	CURRENT PAY WITHHOLDING AFLAC PRE TAX Pay Period: 9/27/2025	91.32
10/06/2025	AIA CORPORATION	UNIFORM ALLOWANCE - MARTIN	23.55
10/06/2025	ALL MAKES	CH PH1 REMODEL	419.24
10/06/2025	ALL MAKES	CH REMODEL	1,162.41
10/06/2025	ALLENDER BUTZKE ENGINEERS INC	LINNAN PARK CONSTRUCTION - CONCRETE	824.04
10/06/2025	AMAZON CAPITAL SERVICES	CENSUS OFFICE EQUIP	76.98
10/06/2025	AMAZON CAPITAL SERVICES	DRY ERASE BOARD FOR BREAKROOM	358.44
10/06/2025	AMAZON CAPITAL SERVICES	SUPPLIES	175.75
10/06/2025	AMAZON CAPITAL SERVICES	PAPER TOWELS	30.39
10/06/2025	AMAZON CAPITAL SERVICES	KEY TAGS	7.79
10/06/2025	AMAZON CAPITAL SERVICES	OFFICE SUPPLIES	101.23
10/06/2025	AMAZON CAPITAL SERVICES	OFFICE SUPPLIES	131.86
10/06/2025	AMAZON CAPITAL SERVICES	JACK HANDLE	21.98
10/06/2025	AMAZON CAPITAL SERVICES	UNIFORM ALLOW - M. REHBERG	41.16
10/06/2025	AMAZON CAPITAL SERVICES	SUPPLIES	17.97
10/06/2025	AMAZON CAPITAL SERVICES	BUILDING MAINT	83.20
10/06/2025	AMAZON CAPITAL SERVICES	HARBACH REC BAY SUPPLIES	83.77
10/06/2025	AMAZON CAPITAL SERVICES	HARBACH TRASH BAGS	195.10
10/06/2025	AMAZON CAPITAL SERVICES	TRAFFIC SUPPLIES	133.96
10/06/2025	AMAZON CAPITAL SERVICES	COPY PAPER	159.88
10/03/2025	AMERITAS LIFE INSURANCE GRP- VISION	CURRENT PAY WITHHOLDING VISION INSURANCE Pay Period: 9/27/2025	530.48
10/06/2025	APWA-IOWA CHAPTER	SPOT/RODEO/TRAINING/CONFERENCE	800.00
10/06/2025	ARNOLD MOTOR SUPPLY	VEHICLE MAINT	55.59
10/06/2025	ARNOLD MOTOR SUPPLY	VEHICLE MAINT	157.06
10/06/2025	ARNOLD MOTOR SUPPLY	PARTS	100.50
10/06/2025	ARNOLD MOTOR SUPPLY	PARTS	133.28
10/06/2025	ARNOLD MOTOR SUPPLY	VEHICLE REPAIR	13.99
10/06/2025	ARNOLD MOTOR SUPPLY	EQUIPMENT REPAIR	100.29
10/06/2025	ARNOLD MOTOR SUPPLY	VEHICLE SERVICE	89.79
10/06/2025	ARNOLD MOTOR SUPPLY	VEHICLE MAINT	136.01
10/06/2025	ARNOLD MOTOR SUPPLY	PARTS	8.38
10/06/2025	ARNOLD MOTOR SUPPLY	PARTS	78.01
10/06/2025	ASCAP	MUSIC LICENSE	453.25
10/06/2025	ASCENDANCE TRUCKS MIDWEST, LLC	PARTS	138.26
10/06/2025	AT & T MOBILITY	PATROL CELL PHONES	640.38
10/06/2025	AT & T MOBILITY	EMS CELL PHONES	176.15
10/06/2025	BAKER & TAYLOR BOOKS	BOOKS- ADULT	23.70
10/06/2025	BAKER & TAYLOR BOOKS	BOOKS ADULT-HARBACH	17.10
10/06/2025	BAKER & TAYLOR BOOKS	BOOKS- ADULT	101.51
10/06/2025	BAKER & TAYLOR BOOKS	BOOKS-ADULT-HARBACH	22.80
10/06/2025	BAKER & TAYLOR BOOKS	BOOKS ADULT-HARBACH	35.34
10/06/2025	BAKER & TAYLOR BOOKS	BOOKS ADULT-HARBACH	90.58
10/06/2025	BAKER & TAYLOR BOOKS	BOOKS- ADULT	17.67
10/06/2025	BAKER GROUP	HVAC REPAIRS	750.00
10/06/2025	BAKER GROUP	RTU REPAIRS	250.92
10/06/2025	BAUER BUILT INC	#723 REAR TIRE	596.33
10/06/2025	BAX SALES INC	BOLTS FOR MANHOLE	50.17
10/06/2025	BAX SALES INC	#718 SHOP TOOLS	30.78
10/06/2025	BOB BROWN CHEVROLET INC	#746 REPAIR	8,354.06
10/06/2025	BOOT BARN INC	BOOTS	143.54
10/06/2025	BOOT BARN INC	BOOTS	192.88
10/06/2025	BOOT BARN INC	BOOTS	226.82
10/06/2025	BOOT BARN INC	BOOTS	131.73

Date Paid	Vendor Name	Description	Amount Paid
10/06/2025	BOUND TREE MEDICAL LLC	EMS MEDICAL SUPPLIES	431.67
10/06/2025	BOUND TREE MEDICAL LLC	EMS MEDICAL SUPPLIES	423.85
10/06/2025	BRAD LATHROP	REFUND DEPOSIT	33.22
10/06/2025	BRAVO GREATER DES MOINES	HOTEL MOTEL SEPT 25	26,145.59
10/06/2025	BULLZEYE INC	PAPER TOWEL DISPENSERS	348.00
10/06/2025	BULLZEYE INC	FIRE DEPARTMENT JANITORIAL SUPPLIES	599.54
10/06/2025	BULLZEYE INC	CONTRACT JANITORIAL SERVICE	10,127.00
10/06/2025	BULLZEYE INC	CONTRACT JANITORIAL SERVICE	2,445.75
10/06/2025	BULLZEYE INC	CONTRACT JANITORIAL SERVICE	659.17
10/06/2025	BULLZEYE INC	CONTRACT JANITORIAL SERVICE	1,441.08
10/06/2025	CANDICE MCMAINS	MISC CONTR WORK-ADULT	200.00
10/06/2025	CAPITAL CITY EQUIPMENT CO	CEP ZERO-TURN MOWER	19,736.28
10/06/2025	CAPITAL CITY EQUIPMENT CO	EQUIPMENT SERVICE	115.23
10/06/2025	CAPITAL CITY EQUIPMENT CO	SOD CUTTER REPAIR	40.26
10/06/2025	CAPITAL CITY EQUIPMENT CO	LANDSCAPE RAKE	200.00
10/06/2025	CAPITAL CITY EQUIPMENT CO	KUBOTA MOWER PARTS	113.68
10/06/2025	CDW GOVERNMENT INC	PATCH CORDS	107.69
10/06/2025	CENGAGE LEARNING INC / GALE	BOOKS - ADULT	48.08
10/06/2025	CENGAGE LEARNING INC / GALE	BOOKS - ADULT HARBACH	24.04
10/06/2025	CENTRAL IOWA READY MIX	CONCRETE	1,040.00
10/06/2025	CENTRAL IOWA READY MIX	CONCRETE FOR RECYCLING PAD	1,991.25
10/06/2025	CENTRAL IOWA READY MIX	CONCRETE	2,478.00
10/06/2025	CENTRAL IOWA READY MIX	INTAKE REPLACEMENT	382.00
10/06/2025	CENTRAL IOWA READY MIX	CONCRETE	2,258.00
10/06/2025	CENTRAL IOWA READY MIX	CONCRETE	1,504.00
10/06/2025	CENTRAL IOWA READY MIX	CONCRETE	600.75
10/06/2025	CINTAS CORPORATION #22M	PARKS LAUNDRY & UNIFORM SERVICE	514.46
10/06/2025	CINTAS CORPORATION #22M	PARKS LAUNDRY & UNIFORM SERVICE	514.46
10/06/2025	CINTAS CORPORATION #22M	PARKS LAUNDRY & UNIFORM SERVICE	514.46
10/06/2025	CITY OF WEST DES MOINES	PAY TO OTHER AGENCIES - ANNUAL SERT DUES	900.00
10/06/2025	CITY OF WEST DES MOINES	CAC SHARED POOL PASS AGREEMENT	3,948.00
10/03/2025	CLIVE COMMUNITY SERVICES	CURRENT PAY WITHHOLDING CLIVE COMM SERVICES Pay Period: 9/27/202	37.20
10/03/2025	COLLECTION SERVICES CENTER	CURRENT PAY WITHHOLDING CHILD SUPPORT Pay Period: 9/27/2025	1,775.96
10/06/2025	CONSOLIDATED COMMUNICATIONS	PHONE LINES	1,155.50
10/06/2025	CONSOLIDATED FLEET SERVICES, INC	LADDER TESTING	334.30
10/06/2025	CORELL CONTRACTOR INC	CRUSHED ASPHALT	485.23
09/25/2025	CORELL CONTRACTOR INC	CIRKSENA PARK PAY REQ 9	78,264.19
10/06/2025	COVER ONE, INC	EQUIPMENT	1,069.00
10/06/2025	CRESCENT ELECTRIC SUPPLY CO.	LIB CH RENOVATIONS	1,181.90
10/06/2025	CRESCENT ELECTRIC SUPPLY CO.	LIB CH RENOVATIONS	60.28
10/06/2025	CRESCENT ELECTRIC SUPPLY CO.	LIB CH RENOVATIONS	87.58
10/06/2025	DCI GROUP	GREEBELT LANDING CONSTRUCTION DIRT WORK	44,103.19
09/25/2025	DCI GROUP	CH/LIB REMODEL PHASE 1 PAY REQ 9	12,273.60
10/06/2025	DENISE FORNEY	MISC CONTRACT WORK-CHILDREN	150.00
10/06/2025	DENISE FORNEY	MISC CONTRACT WORK-CHILDREN	150.00
10/06/2025	DEPARTMENT OF PUBLIC DEFENSE	TRAINING	345.00
09/25/2025	DES MOINES ASPHALT AND PAVING	COUNTRY CLUB BLVD PAVEMENT REHAB PAY REQ 6	6,032.50
10/06/2025	DES MOINES STAMP MFG.CO.	NAME PLATES	32.20
10/06/2025	DES MOINES STAMP MFG.CO.	NAME PLATES	48.30
10/06/2025	DETAILS GARAGE	REFUND DEPOSIT	274.78
10/03/2025	EBS	MEDICAL WITHHOLDING DENTAL INSURANCE - DELTA (EBS) Pay Period: 9/2	2,112.04
10/03/2025	EBS	MEDICAL WITHHOLDING MED W 750 FAMILY EXEMPT Pay Period: 9/27/2025	7,502.57
10/03/2025	EBS	MEDICAL WITHHOLDING MED W 750 EMPE + 1 EXEMPT Pay Period: 9/27/20	2,090.41
10/03/2025	EBS	MEDICAL WITHHOLDING MED W 750 SINGLE EXEMPT Pay Period: 9/27/2025	810.47
10/03/2025	EBS	MEDICAL WITHHOLDING MED - HDHP FAMILY Pay Period: 9/27/2025	1,417.66
10/03/2025	EBS	MEDICAL WITHHOLDING MED-HDHP EMPL +1 Pay Period: 9/27/2025	205.20
10/03/2025	EBS	MEDICAL WITHHOLDING MED HDHP SINGLE Pay Period: 9/27/2025	529.92
10/03/2025	EFTPS	FWT/FICA/MEDICARE CURRENT PAY FEDERAL WITHHOLDING TAX Pay Peri	53,046.43

Date Paid	Vendor Name	Description	Amount Paid
10/03/2025	EFTPS	FWT/FICA/MEDICARE CURRENT PAY SOCIAL SECURITY Pay Period: 9/27/20	32,319.93
10/03/2025	EFTPS	FWT/FICA/MEDICARE CURRENT PAY SOCIAL SECURITY Pay Period: 9/27/20	32,319.93
10/03/2025	EFTPS	FWT/FICA/MEDICARE CURRENT PAY MEDICARE Pay Period: 9/27/2025	7,731.63
10/03/2025	EFTPS	FWT/FICA/MEDICARE CURRENT PAY MEDICARE Pay Period: 9/27/2025	7,731.63
10/06/2025	EPIC iO TECHNOLOGIES	PHONE LINES	155.35
10/06/2025	ESRI	GIS SOFTWARE MAINT	29,300.00
10/06/2025	ETERNITY CHURCH	REFUND DEPOSIT	100.53
10/06/2025	FASTSIGNS	GROUPS MAINT & REPAIRS	127.67
10/06/2025	FASTSIGNS	NUMBERS FOR #724	22.79
10/06/2025	FIRST ARRIVING IO, INC	DASHBOARD RENEWAL - 3 SUBSCRIPTIONS	1,723.80
10/06/2025	FIRST RESPONDER SUPPLY, LLC	UNIFORM ALLOW - M. REHBERG	335.91
10/06/2025	FIRST RESPONDER SUPPLY, LLC	UNIFORM ALLOW - VEST REPLACEMENT- B. CRANNELL	800.00
10/06/2025	FIRST RESPONDER SUPPLY, LLC	UNIFORM ALLOW - B. CRANNELL	315.00
10/06/2025	FIRST RESPONDER SUPPLY, LLC	UNIFORM ALLOW - B. CRANNELL	80.09
10/06/2025	FREEDOM FIRST AID & SAFETY LLC	FIRST AID SUPPLIES	292.10
10/06/2025	FREEDOM FIRST AID & SAFETY LLC	PPE	396.98
10/06/2025	GENERAL TRAFFIC CONTROLS INC	SCHOOL FLASHING BEACONS FOR DOUGLAS/BERKSHIRE	429.00
10/06/2025	GENERAL TRAFFIC CONTROLS INC	DOUGLAS/BERKSHIRE SCHOOL FLASHER	429.00
10/06/2025	GOTO TECHNOLOGIES USA, INC	MISC SERVICE SUBSCR	800.00
10/06/2025	HAWKEYE TRUCK EQUIPMENT	#741 TRAILER PLUG REPAIR	14.06
10/06/2025	HERITAGE LANDSCAPE SUPPLY GROUP	IRRIGATION	24.10
10/06/2025	HILSABECK SCHACHT INC	SOFFIT & FASIA REPAIRS LIBRARY PHASE 1	7,380.00
10/06/2025	HOTSY CLEANING SYSTEM	PRESSURE WASHER REPAIR	81.28
10/06/2025	HOTSY CLEANING SYSTEM	PRESSURE WASHER REPAIR	81.28
10/06/2025	HOTSY CLEANING SYSTEM	PRESSURE WASHER REPAIR	81.28
10/06/2025	HOTSY CLEANING SYSTEM	PRESSURE WASHER REPAIR	81.28
09/25/2025	HOWREY CONSTRUCTION	LITTLE WALNUT CREEK PAY REQ 3	258,944.49
10/06/2025	HR GREEN	PAVEMENT MANAGEMENT PROFESSIONAL FEES	2,718.76
10/03/2025	ICMA	LOAN REPAYMENT LOAN REPAYMENT Pay Period: 9/27/2025	783.79
10/03/2025	ICMA RETIREMENT CORP.#457	CURRENT PAY WITHHOLDING ICMA CITY OUT DEF COMP - Pay Period: 9/27/	7,509.39
10/03/2025	ICMA RETIREMENT CORP.#457	CURRENT PAY WITHHOLDING ICMA -DEF COMP Pay Period: 9/27/2025	12,996.43
10/03/2025	ICMA RETIREMENT CORP.#457	CURRENT PAY WITHHOLDING ICMA ROTH DEF COMP Pay Period: 9/27/2025	10,754.43
10/06/2025	INFOMAX OFFICE SYSTEMS INC	COPIER MAINTENANCE	1,042.01
10/06/2025	INGRAM LIBRARY SERVICES	BOOKS-CHILDREN	117.02
10/06/2025	INGRAM LIBRARY SERVICES	BOOKS-HARBACH-CHILDREN	7.49
10/06/2025	INGRAM LIBRARY SERVICES	BOOKS-YOUNG ADULT	35.63
10/06/2025	INGRAM LIBRARY SERVICES	BOOKS-YOUNG ADULT	28.71
10/06/2025	INGRAM LIBRARY SERVICES	BOOKS-CHILDREN	173.93
10/06/2025	INGRAM LIBRARY SERVICES	BOOKS-HARBACH-CHILDREN	11.24
10/06/2025	INGRAM LIBRARY SERVICES	BOOKS-CHILDREN	160.09
10/06/2025	INGRAM LIBRARY SERVICES	BOOKS-HARBACH-CHILDREN	32.82
10/06/2025	INGRAM LIBRARY SERVICES	BOOKS-YOUNG ADULT	40.79
10/06/2025	INGRAM LIBRARY SERVICES	BOOKS-CHILDREN	36.07
10/06/2025	INGRAM LIBRARY SERVICES	BOOKS-YOUNG ADULT	21.26
10/06/2025	INGRAM LIBRARY SERVICES	BOOKS-CHILDREN	7.95
10/06/2025	INGRAM LIBRARY SERVICES	BOOKS-CHILDREN	45.35
10/06/2025	INGRAM LIBRARY SERVICES	BOOKS-HARBACH-CHILDREN	11.49
10/06/2025	INGRAM LIBRARY SERVICES	BOOKS-CHILDREN	11.14
10/06/2025	INGRAM LIBRARY SERVICES	BOOKS-CHILDREN	35.23
10/06/2025	INGRAM LIBRARY SERVICES	BOOKS-CHILDREN	76.48
10/06/2025	INGRAM LIBRARY SERVICES	BOOKS-HARBACH-CHILDREN	11.24
10/06/2025	INGRAM LIBRARY SERVICES	BOOKS-CHILDREN	24.10
10/06/2025	INGRAM LIBRARY SERVICES	BOOKS-HARBACH-CHILDREN	10.92
10/06/2025	INGRAM LIBRARY SERVICES	BOOKS-CHILDREN	9.84
10/06/2025	INGRAM LIBRARY SERVICES	BOOKS-CHILDREN	16.50
10/06/2025	INGRAM LIBRARY SERVICES	BOOKS-CHILDREN	40.30
10/06/2025	INGRAM LIBRARY SERVICES	BOOKS-HARBACH-CHILDREN	7.49
10/06/2025	INGRAM LIBRARY SERVICES	BOOKS-CHILDREN	10.03

Date Paid	Vendor Name	Description	Amount Paid
10/06/2025	INGRAM LIBRARY SERVICES	BOOKS-YOUNG ADULT	11.49
10/06/2025	INTERSTATE A.I. BATTERY CENTER	EQUIPMENT REPAIR	123.10
10/06/2025	IOWA CODIFICATION INC	CODE UPDATE	572.00
10/06/2025	IOWA DEPARTMENT OF PUBLIC SAFETY	IDPS MAINTENANCE	1,803.00
10/06/2025	IOWA MEDICAID	SEPTEMBER AND OCTOBER STATE SHARE GEMT	26,844.34
10/06/2025	IOWA ONE CALL	LOCATES	462.00
10/06/2025	IOWA ORTHO	411 RX	4,500.00
10/06/2025	IOWA PRISON INDUSTRIES	80TH PL TRAFFIC SIGNS	194.26
10/06/2025	IOWA SIGNAL INC.	TANGLEWOOD/WESTGATE STREET LIGHT REPAIR	2,165.00
10/06/2025	IOWA-DES MOINES SUPPLY INC	COAT HOOKS	323.00
10/03/2025	IPERS	CURRENT PAY IPERS WITHHOLDING IPERS-ELECTED OFFICIALS Pay Perio	209.90
10/03/2025	IPERS	CURRENT PAY IPERS WITHHOLDING IPERS-REGULAR MEMBERS Pay Perio	21,209.72
10/03/2025	IPERS	CURRENT PAY IPERS WITHHOLDING IPERS-REGULAR MEMBERS Pay Perio	31,831.43
10/03/2025	IPERS	CURRENT PAY IPERS WITHHOLDING IPERS RETIREMENT -FIRE Pay Period:	5,715.21
10/03/2025	IPERS	CURRENT PAY IPERS WITHHOLDING IPERS RETIREMENT -FIRE Pay Period:	8,286.36
10/03/2025	IPERS	CURRENT PAY IPERS WITHHOLDING IPERS-ELECTED OFFICIALS Pay Perio	139.86
10/06/2025	JAMES BOBITT	REFUND DEPOSIT	67.05
10/06/2025	KAYLEE ENDRES	REFUND DEPOSIT	58.22
10/06/2025	KINMAN GLASS	CAC CONCESSION WINDOW REPLACEMENT	6,815.04
10/06/2025	LANDSCAPE FORMS, INC	BENCH	3,244.58
10/06/2025	LOGAN CONTRACTORS SUPPLY	REPLACEMENT #792 ASPHALT ROLLER	22,403.00
10/06/2025	LOGAN CONTRACTORS SUPPLY	CRACK SEALING SUPPLIES	165.96
10/06/2025	LOGAN CONTRACTORS SUPPLY	CRACK SEALING SUPPLIES	3,990.00
10/06/2025	LOWES HOME CENTERS INC	CLIVE FEST GOAT FAN	312.55
10/06/2025	LOWES HOME CENTERS INC	SALT SHED LIGHT BULBS	18.99
10/06/2025	LOWES HOME CENTERS INC	SALT SHED LIGHT BULBS	18.99
10/06/2025	LOWES HOME CENTERS INC	SALT SHED LIGHT BULBS	18.99
10/06/2025	LOWES HOME CENTERS INC	SALT SHED LIGHT BULBS	18.99
10/06/2025	LOWES HOME CENTERS INC	PLANTS	204.12
10/06/2025	MARTIN BROS	CAMPBELL CONCESSIONS	132.82
10/06/2025	MARTIN MARIETTA MATERIALS	VOLLEYBALL COURT SAND	1,675.34
10/06/2025	MARTIN'S FLAG CO. INC.	BUILDING MAINT	20.00
10/06/2025	MATHESON TRI-GAS INC	WELDING SUPPLIES	146.70
10/06/2025	MENARDS	DEER REPELLENT	35.99
10/06/2025	MENARDS	CONCRETE SUPPLIES	172.88
10/06/2025	MENARDS	TIE DOWN STRAP	29.98
10/06/2025	MENARDS	SPRAYER	89.97
10/06/2025	MENARDS	LIBRARY SHELVING	845.00
10/06/2025	MENARDS	CONCRETE	134.40
10/06/2025	MENARDS	SHOP SUPPLIES	105.97
10/06/2025	MENARDS	FENCE	766.98
10/06/2025	MENARDS	BUILDING MAINT SUPPLIES	91.15
10/06/2025	MENARDS	VEHICLE MAINT	26.56
10/06/2025	MENARDS	STORAGE BOXES	30.32
10/06/2025	MENARDS	VEHICLE MAINT	55.33
10/06/2025	MENARDS	SUPPLIES	7.99
10/06/2025	MENARDS	CONCRETE	80.00
10/06/2025	MENARDS	BUILDING MAINT SUPPLIES	44.80
10/06/2025	MENARDS	BUILDING MAINT	39.02
10/06/2025	MENARDS	86TH SIDEWALK REPAIR	55.89
10/06/2025	MENARDS	BUILDING MAINT	22.99
10/06/2025	MENARDS	86TH ST SIDEWALK REPAIR	25.77
10/06/2025	MENARDS	CREDIT	35.92-
10/06/2025	MENARDS	PARTS	13.96
10/06/2025	MENARDS	BUILDING MAINT	358.80
10/06/2025	MENARDS	ZIP TIES	47.89
10/06/2025	MENARDS	PARTS	62.94
10/06/2025	MENARDS	CREDIT	62.94-

Date Paid	Vendor Name	Description	Amount Paid
10/06/2025	MENARDS	PARTS	17.94
10/06/2025	MENARDS	POTTING SOIL	11.99
10/06/2025	MERMAID AQUARIUM MAINT INC	EQUIPMENT MAINTENANCE	300.00
10/06/2025	MERRIE FRENTRESS	SWAP PROJECT RAIN BARREL	75.00
10/06/2025	MICHAEL LIEB	REFUND DEPOSIT	39.70
10/06/2025	MIDAMERICAN ENERGY DAV	ELECTRIC & GAS SERVICE CITY HALL	2,296.30
10/06/2025	MIDAMERICAN ENERGY DAV	PW BUILDING	50.36
10/06/2025	MIDAMERICAN ENERGY DAV	ELEC/GAS SERVICE PARKS	17.28
10/06/2025	MIDAMERICAN ENERGY DAV	ELEC/GAS SERVICE CPSC	1,662.67
10/06/2025	MIDAMERICAN ENERGY DAV	ELEC/GAS SERVICE CPSC	760.53
10/06/2025	MIDAMERICAN ENERGY DAV	ELEC/GAS SERVICE CPSC	2,821.82
10/06/2025	MIDAMERICAN ENERGY DAV	ELEC/GAS SERVICE PARKS	12.86
10/06/2025	MIDAMERICAN ENERGY DAV	ELEC/GAS SERVICE PARKS	375.17
10/06/2025	MIDAMERICAN ENERGY DAV	ELEC/GAS SERVICE PARKS	24.06
10/06/2025	MIDAMERICAN ENERGY DAV	TRAFFIC LIGHTS	74.96
10/06/2025	MIDAMERICAN ENERGY DAV	STREET LIGHTS	57.20
10/06/2025	MIDAMERICAN ENERGY DAV	STREET LIGHTS	32.61
10/06/2025	MIDAMERICAN ENERGY DAV	ELEC/GAS SERVICE PARKS	10.23
10/06/2025	MIDAMERICAN ENERGY DAV	TRAFFIC LIGHTS	112.13
10/06/2025	MIDAMERICAN ENERGY DAV	ELEC/GAS SERVICE PARKS	10.00
10/06/2025	MIDAMERICAN ENERGY DAV	ELEC/GAS SERVICE PARKS	10.00
10/06/2025	MIDAMERICAN ENERGY DAV	WATER FACILITIES	15.55
10/06/2025	MIDAMERICAN ENERGY DAV	ELECTRIC & GAS SERVICE HARBACH	1,978.22
10/06/2025	MIDWEST AUTOMATIC	FIRE SPRINKLER INSPECTION	196.67
10/06/2025	MIDWEST AUTOMATIC	FIRE SPRINKLER INSPECTION	53.00
10/06/2025	MIDWEST AUTOMATIC	FIRE SPRINKLER INSPECTION	115.88
10/06/2025	MIDWEST AUTOMATIC	FIRE SPRINKLER INSPECTION	267.55
10/06/2025	MIDWEST AUTOMATIC	FIRE SPRINKLER INSPECTION	267.55
10/06/2025	MIDWEST AUTOMATIC	FIRE SPRINKLER INSPECTION	267.55
10/06/2025	MIDWEST TAPE, LLC	HOOPLA DATABASE	609.58
10/06/2025	MIRACLE RECREATION EQUIP CO	PLAYGROUND EQUIPMENT	15,000.00
10/06/2025	MMCITE USA LLC	TRASH CANS FOR GREENBELT LANDING CONSTRUCTION SITE	1,846.89
10/06/2025	MOBOTREX INC	CMU AND SWITCH PACK TESTERS FOR ATC CABINETS	10,553.00
10/03/2025	MUNICIPAL FIRE & POLICE	CURRENT PAY WITHHOLDING MUNICIPAL FIRE & POLICE RETIRE Pay Perio	15,954.00
10/03/2025	MUNICIPAL FIRE & POLICE	CURRENT PAY WITHHOLDING MUNICIPAL FIRE & POLICE RETIRE Pay Perio	22,991.45
10/06/2025	NAPA DISTRIBUTION CENTER	#736 PARTS	9,862.22
10/06/2025	NETWORKS	PROFESSIONAL FEES	17.10
10/06/2025	NETWORKS	SOFTWARE SUBSCR	225.00
10/06/2025	NETWORKS	HARDWARE MAINT	7.70
10/06/2025	NETWORKS	HOSTED BACKUP	9,561.60
10/06/2025	NETWORKS	PROFESSIONAL FEES	4,520.00
10/06/2025	NORSOLV	OIL FILTER	262.50
10/06/2025	OPN ARCHITECTS INC	PAY REQ 18 - CH REMODEL DESIGN OPN	36.50
10/06/2025	PC PRINT CENTER	PARK PROMOTIONAL MATERIALS	2,038.75
10/06/2025	PEAK SOFTWARE SYSTEMS INC	JUNE TEXT MSG SERVICE	97.50
10/06/2025	PER MAR SECURITY SERVICES	PANIC/HOLD-UP BUTTON REMOVAL	10.02
10/06/2025	PLAYAWAY PRODUCTS LLC	YOUTH MEDIA	327.50
10/06/2025	PLAYAWAY PRODUCTS LLC	YOUTH MEDIA	976.44
10/06/2025	PLAYAWAY PRODUCTS LLC	YOUTH MEDIA_ HARBACH	224.21
10/06/2025	QUADIENT INC	POSTAGE METER RENTAL	110.23
10/06/2025	QUICK SUPPLY CO	LANDSCAPE FABRIC	189.00
10/06/2025	QUICK SUPPLY CO	LANDSCAPE FABRIC	277.00
10/06/2025	RANDY NESBIT	SQR TREATMENT REFUND	277.00
09/25/2025	RDG PLANNING & DESIGN	CIRKSENA PARK PAY REQ 8 & 9	63.49
10/06/2025	RECREONICS	FREIGHT CHARGES FOR CAC LANE ROPES ORDERED THIS SUMMER	1,637.66
10/06/2025	RED WING BUSINESS ADVANTAGE ACCOUNT	BOOTS	247.38
10/03/2025	RELIANCE STANDARD LIFE INSURANCE	VOL LIFE INSURANCE Pay Period: 9/27/2025	250.00
			1,205.20

Date Paid	Vendor Name	Description	Amount Paid
09/25/2025	RES GREAT LAKES, LLC	GREENBELT MGMT STUDY PAY REQ 10	2,690.00
10/06/2025	ROBERT VERNON	SQR TREATMENT REFUND	85.39
10/06/2025	SCIENCE CENTER OF IOWA	DATA PROCESSING ADVENTURE PASS	250.00
10/06/2025	SECURITY EQUIPMENT INC	DOOR LEVEL LOCK SET	347.43
10/06/2025	SECURITY EQUIPMENT INC	DUPLICATE DESK KEYS	33.00
10/06/2025	SHI INTERNATIONAL CORP	SECURITY SERVICE	4,612.50
10/06/2025	SHI INTERNATIONAL CORP	SOFTWARE SUBSCRIPTION	3,494.27
10/06/2025	SHI INTERNATIONAL CORP	SOFTWARE SUBSCRIPTION	260.01
09/25/2025	SKOL TRUCKING	2025 ARTERIAL PCC PVMET REHAB PAY REQ 3	78,882.25
10/06/2025	SNYDER & ASSOCIATES	DOUGLAS/BERKSHIRE SIGNAL PROFESSIONAL FEES	6,046.25
09/25/2025	STANTEC CONSULTING SERVICES, INC	LITTLE WALNUT CREEK PAY REQ 13	33,385.00
09/25/2025	STANTEC CONSULTING SERVICES, INC	LITTLE WALNUT CREEK PAY REQ 14	12,481.25
09/25/2025	STANTEC CONSULTING SERVICES, INC	LITTLE WALNUT CREEK PAY REQ 15	37,334.25
09/25/2025	STANTEC CONSULTING SERVICES, INC	LITTLE WALNUT CREEK PAY REQ 16	16,217.50
10/06/2025	STAPLES	OFFICE SUPPLIES	86.67
10/06/2025	STAPLES	SHOP SUPPLIES	79.78
10/06/2025	STAPLES	PAPER	43.49
10/06/2025	STAPLES	BREAKROOM SUPPLIES	10.49
10/06/2025	TERRACON CONSULTANTS INC	GREENBELT LANDING CONSTRUCTION DIRTWORK	1,239.25
10/06/2025	TERRI'S FRAME SHOP	PICTURE FRAME	208.76
10/06/2025	TITAN MACHINERY	#728 REPAIR	2,009.49
10/06/2025	TOMPKINS INDUSTRIES INC	EQUIPMENT REPAIR	228.04
10/03/2025	TREAS - STATE OF IA WH TAX	STATE WITHHOLDING STATE WITHHOLDING TAX Pay Period: 9/27/2025	24,350.00
10/06/2025	TRUE PITCH INC	PITCHING RUBBER	57.98
10/06/2025	UNITED RENTALS	REPLACE SHORING PUMP	4,800.00
10/03/2025	UNITED WAY	CURRENT PAY WITHHOLDING UNITED WAY Pay Period: 9/27/2025	40.46
10/06/2025	VAN METER INC	LED STREET LIGHT CONVERSION PROJECT	27,400.00
10/06/2025	VANGUARD ID SYSTEMS	OFFICE SUPPLIES	320.60
10/06/2025	VERIZON	CELL DATA SERVICE	115.41
10/06/2025	VERIZON	CELL DATA SERVICE	38.47
10/06/2025	VERIZON	CELL DATA SERVICE	115.41
10/06/2025	VERIZON	DATA PROCESSING HOT SPOTS	160.04
10/06/2025	VESTIS	UNIFORMS	96.32
10/06/2025	VESTIS	UNIFORMS	53.76
10/06/2025	VESTIS	UNIFORMS	53.76
10/06/2025	VESTIS	UNIFORMS	20.16
10/06/2025	VESTIS	UNIFORMS	103.51
10/06/2025	VESTIS	UNIFORMS	57.78
10/06/2025	VESTIS	UNIFORMS	57.78
10/06/2025	VESTIS	UNIFORMS	21.66
10/06/2025	VESTIS	UNIFORMS	103.51
10/06/2025	VESTIS	UNIFORMS	57.78
10/06/2025	VESTIS	UNIFORMS	57.78
10/06/2025	VESTIS	UNIFORMS	21.66
10/06/2025	XTREME TREE	LOG REMOVAL	560.00
10/06/2025	ZIEGLER INC	GENERATOR MAINT	602.42
10/06/2025	ZIMCO SUPPLY CO	SEED	352.50
10/06/2025	ZIMCO SUPPLY CO	FERTILIZER	79.50
10/06/2025	ZIMCO SUPPLY CO	HYRDO MULCH	980.00
10/06/2025	ZIMCO SUPPLY CO	SEED	112.50
10/06/2025	ZIMCO SUPPLY CO	LITTLE WALNUT CREEK PROJECT CHEMICALS	181.95
Grand Totals:			1,259,406.93

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	\$	1,259,406.93
(9/23/2025 - 10/06/2025)		

Payroll		
(10/03/2025)		353,833.42

Total	\$	1,613,240.35
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Of the total payrolls, \$113.03 are expense reimbursements.


Elizabeth Hansen, Director of Administrative Services

Date: 10/6/2025

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: October 9, 2025

RE: Approve Retail Alcohol Sales License Renewal Application -
Escapology Escape Room - 8801 University Avenue, #107A

SYNOPSIS:

Staff recommends approval.

Attachments:

1. Escapology Escape Room 10_18_2025



Memo

TO: Mayor and Council members

FROM: Matthew Graham, City Clerk

DATE: October 9, 2025

RE: Approve Retail Alcohol Sales License Renewal Application - Franka Pizzeria - 12695 University Avenue, #100

SYNOPSIS:

Staff recommends approval.

Attachments:

1. Franka Pizzeria 10_01_2025



Memo

TO: Mayor and Council members

FROM: Jonathan Cygan, Civil Engineer

DATE: October 9, 2025

RE: Resolution Approving Change Order #1 - Absolute Group - Forest Ave Water Main Replacement - (-\$73,104.73)

SYNOPSIS:

Staff is recommending approval of Change Order #1 in the amount of -\$73,104.73 to Absolute Group for work performed on the above referenced project.

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

1. All quantity overruns and underruns. The contractor proposed to bore the new water main instead of installing the main using conventional trenching. By boring most of the main, pavement and restorations were significantly reduced on the project leading to the notable revision in the contract amount.

A breakdown of the contract status is as follows:

Original Contract Amount - \$388,066.50

Change Order #1 - (-\$73,104.73)

Revised Contract Amount - \$314,961.77

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

Attachments:

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

RESOLUTION NO. _____

RESOLUTION APPROVING CHANGE ORDER NO. 1
FOR ABSOLUTE GROUP
FOREST AVE WATER MAIN REPLACEMENT

WHEREAS, the City staff has determined that it is necessary to make the changes set forth in Change Order No. 1 to the contract with Absolute Group in regard to the Forest Ave Water Main Replacement (the “Project”); and

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

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

That Change Order No. 1 to the contract with Forest Ave Water Main Replacement, is hereby determined to be in the best interests of the residents of the City of Clive, Iowa, and is hereby accepted and approved by this City Council; and the Mayor is hereby authorized and directed to execute said Change Order No. 1 on behalf of the City of Clive, Iowa.

PASSED AND APPROVED THIS _____ day of _____, 2025.

By: _____
John Edwards, Mayor

ATTEST:

By: _____
Matthew D. Graham, City Clerk



City of Clive

Change Order Details

Forest Ave Water Main Replacement

Description	Replacement of water main
Prime Contractor	Absolute Group 1800 Burr Oak Blvd Granger, IA 50109
Change Order	1
Status	Pending
Date Created	08/25/2025
Type	Minor Overrun
Summary	Minor Overruns
Change Order Description	Minor Overruns
Awarded Project Amount	\$388,066.50
Authorized Project Amount	\$388,066.50
Change Order Amount	-\$73,104.73
Revised Project Amount	\$314,961.77

Increases/Decreases

Line Number	Item ID	Unit	Unit Price	Current		Change		Revised	
				Quantity	Amount	Quantity	Amount	Quantity	Amount
Section: 1 - Description									
0010	25-001	LS	\$1,500.000	1.000	\$1,500.00	0.000	-\$1,500.00	1.000	\$0.00
Clearing and Grubbing									
0020	25-141	CY	\$52.500	370.000	\$19,425.00	-260.000	-\$13,650.00	110.000	\$5,775.00
OFF-SITE TOPSOIL, 8"									
0050	25-128	LF	\$170.500	20.000	\$3,410.00	-4.000	-\$682.00	16.000	\$2,728.00
WATER MAIN, TRENCHED, PVC, 6"									
0060	25-129	LF	\$65.500	953.000	\$62,421.50	-9.000	-\$589.50	944.000	\$61,832.00
WATER MAIN, TRENCHED, PVC, 8"									
0070	25-142	LB	\$14.000	900.000	\$12,600.00	61.000	\$854.00	961.000	\$13,454.00
FITTING, DUCTILE IRON, MECHANICAL JOINT									
0090	25-131	LF	\$20.500	640.000	\$13,120.00	4.000	\$82.00	644.000	\$13,202.00
WATER SERVICE PIPE, COPPER, 1"									
0140	25-133	EA	\$4,950.000	3.000	\$14,850.00	-3.000	-\$14,850.00	0.000	\$0.00
EMERGENCY EXISTING WATER MAIN SPOT REPAIR									
0150	25-134	SY	\$39.000	269.000	\$10,491.00	-65.440	-\$2,552.16	203.560	\$7,938.84
DRIVEWAY REMOVAL, PCC									
0160	25-069	SY	\$16.000	429.000	\$6,864.00	-69.500	-\$1,112.00	359.500	\$5,752.00
REMOVAL OF SIDEWALK									

Line Number	Item ID	Unit	Unit Price	Current		Change		Revised	
				Quantity	Amount	Quantity	Amount	Quantity	Amount
0180	25-135	SY	\$57.000	502.000	\$28,614.00	-125.500	-\$7,153.50	376.500	\$21,460.50
SIDEWALK, PCC, 4"									
0200	25-136	SY	\$70.000	269.000	\$18,830.00	-95.390	-\$6,677.30	173.610	\$12,152.70
PCC DRIVEWAY, 6"									
0210	25-076	SY	\$18.000	269.000	\$4,842.00	-65.440	-\$1,177.92	203.560	\$3,664.08
DRIVEWAY, GRANULAR									
0220	25-143	SY	\$150.000	200.000	\$30,000.00	-63.620	-\$9,543.00	136.380	\$20,457.00
FULL DEPTH PATCHES									
0240	25-144	SQ	\$91.000	150.000	\$13,650.00	-26.894	-\$2,447.35	123.106	\$11,202.65
SODDING									
0250	25-137	LF	\$1.750	900.000	\$1,575.00	-900.000	-\$1,575.00	0.000	\$0.00
WATTLE, 9"									
0260	25-138	LF	\$0.450	900.000	\$405.00	-900.000	-\$405.00	0.000	\$0.00
WATTLE, 9", MAINTENANCE AND REMOVAL									
0280	25-110	EACH	\$161.000	8.000	\$1,288.00	-2.000	-\$322.00	6.000	\$966.00
Inlet Protection Device, Drop-in, Installation									
0290	25-140	EA	\$27.000	8.000	\$216.00	-2.000	-\$54.00	6.000	\$162.00
INLET PROTECTION DEVICE, MAINTENANCE AND REMOVAL									
0300	25-145	AC	\$3,000.000	0.700	\$2,100.00	-0.700	-\$2,100.00	0.000	\$0.00
EROSION CONTROL MULCHING									

Line Number	Item ID	Unit	Unit Price	Current		Change		Revised	
				Quantity	Amount	Quantity	Amount	Quantity	Amount
0350	25-146	EA	\$450.000	18.000	\$8,100.00	-17.000	-\$7,650.00	1.000	\$450.00
MAILBOXES, REMOVE AND REPLACE									
20 items			Totals		\$254,301.50		-\$73,104.73		\$181,196.77

Mayor, City of Clive

Date

Project Engineer, Jon Cygan

Date

Field Engineer, Kaleb Randel

Date

Contractor, Absolute Group

Date



Memo

TO: Mayor and Council members

FROM: Jonathan Cygan, Civil Engineer

DATE: October 9, 2025

RE: Resolution Approving Change Order #1 - Stapes Concrete & Grading LLC - City Hall Approach Replacement Project - \$800.00

SYNOPSIS:

Staff is recommending approval of Change Order #1 in the amount of \$800.00 to Stapes Grading and Concrete LLC for work performed on the above referenced project.

The change order covers a material change for the following item.

1. The original construction documents called for red, plastic ADA panels. Red panels have been the typical panel used on horizontal projects within the city. The neighboring Greenbelt Landing project utilized cast iron panels. Iron panels tend to be less visually contrasting but perform better at locations where vehicles may track over the sidewalk, such as locations with depressed sidewalks like those seen at the neighboring aquatic center. After receiving a proposed cost increase for the iron panels, it was determined to match the improvements near the Greenbelt Landing and utilize iron panels. It is anticipated that iron panels will also be used during the interior work for the City Hall parking lot.

A breakdown of the contract status is as follows:

Amended Contract Amount - \$60,616.00

Change Order #1 - \$800.00

Revised Contract Amount - \$61,416.00

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

Attachments:

1. Resolution - Change Order
2. Change Order #1
3. Email - Cast Iron Panel Unit Rate

RESOLUTION NO. _____

RESOLUTION APPROVING CHANGE ORDER NO. 1
FOR STAPES CONCRETE AND GRADING LLC
CITY HALL APPROACH REPLACEMENT PROJECT

WHEREAS, the City staff has determined that it is necessary to make the changes set forth in Change Order No. 1 to the contract with Stapes Concrete and Grading LLC in regard to the City Hall Approach Replacement Project (the “Project”); and

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

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

That Change Order No. 1 to the contract with Stapes Concrete and Grading LLC, is hereby determined to be in the best interests of the residents of the City of Clive, Iowa, and is hereby accepted and approved by this City Council; and the Mayor is hereby authorized and directed to execute said Change Order No. 1 on behalf of the City of Clive, Iowa.

PASSED AND APPROVED THIS _____ day of _____, 2025.

By: _____
John Edwards, Mayor

ATTEST:

By: _____
Matthew D. Graham, City Clerk



City of Clive

Change Order Details

City Hall Approach

Description	Removal and replacement of the approach to City Hall.
Prime Contractor	Stapes Concrete and Grading, LLC 4815 NE 3rd St Des Moines, IA 50313
Change Order	1
Status	Pending
Date Created	09/30/2025
Type	Changed Conditions
Summary	Changing detectable warnings from plastic to cast iron
Change Order Description	This change order is to cover the cost difference of cast iron detectable warnings.
Awarded Project Amount	\$60,616.00
Authorized Project Amount	\$60,616.00
Change Order Amount	\$800.00
Revised Project Amount	\$61,416.00

New Items

Line Number	Item ID	Unit	Quantity	Unit Price	Extension
Section: 1 - Description					
0150	25-125	LS	1.000	\$800.000	\$800.00
Cast iron detectable warnings					
1 item					Total: \$800.00

Mayor, City of Clive

Date

Project Engineer, Jonathan Cygan

Date

Field Engineer, Nolan Daft

Date

Contractor, Stapes Concrete and Grading LLC

Date

Jonathan Cygan

From: Jonathan Cygan
Sent: Tuesday, September 30, 2025 1:08 PM
To: Nolan Daft
Subject: FW: FW: STAPES CONSTRUCTION CLIVE APPROACHES

Can I get a change order for cast iron domes as well, just a LS of \$800 and then we will also pay out the original ADA item when installed.

From: Jonathan Cygan
Sent: Wednesday, September 24, 2025 2:26 PM
To: Kris Stapes <stapesconcreteandgrading@gmail.com>
Subject: RE: FW: STAPES CONSTRUCTION CLIVE APPROACHES

Thank you for the updates. Let's go ahead and use the cast iron domes.

From: Kris Stapes <stapesconcreteandgrading@gmail.com>
Sent: Wednesday, September 24, 2025 2:12 PM
To: Jonathan Cygan <jcygan@cityofclive.com>
Subject: Re: FW: STAPES CONSTRUCTION CLIVE APPROACHES

External sender <stapesconcreteandgrading@gmail.com>
Make sure you trust this sender before taking any actions.

Hi Jonathan, yes my insurance provider will be sending proof of insurance over. Cast iron domes would be \$800 difference just let me know what you want to go with those ?



Memo

TO: Mayor and Council members

FROM: Jonathan Cygan, Civil Engineer

DATE: October 9, 2025

RE: Resolution Approving Change Order #3 - Caliber Concrete - 2025 NW
138th St HMA Overlay - \$482.05

SYNOPSIS:

Staff is recommending approval of Change Order #3 in the amount of \$482.05 to Caliber Concrete LLC for work performed on the above referenced project.

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

1. Additional pavement for intake boxout replacement.

A breakdown of the contract status is as follows:

Amended Contract Amount - \$760,534.69

Change Order #3 - \$482.05

Revised Contract Amount - \$761,016.74

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

Attachments:

1. Resolution - Change Order
2. Change Order #3

RESOLUTION NO. _____

RESOLUTION APPROVING CHANGE ORDER NO. 3
FOR CALIBER CONCRETE LLC
2025 NW 138TH STREET HMA OVERLAY

WHEREAS, the City staff has determined that it is necessary to make the changes set forth in Change Order No. 3 to the contract with Caliber Concrete LLC in regard to the 2025 NW 138th Street HMA Overlay (the “Project”); and

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

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

That Change Order No. 3 to the contract with Caliber Concrete LLC, is hereby determined to be in the best interests of the residents of the City of Clive, Iowa, and is hereby accepted and approved by this City Council; and the Mayor is hereby authorized and directed to execute said Change Order No. 3 on behalf of the City of Clive, Iowa.

PASSED AND APPROVED THIS _____ day of _____, 2025.

By: _____
John Edwards, Mayor

ATTEST:

By: _____
Matthew D. Graham, City Clerk



City of Clive

Change Order Details

NW 138TH STREET HMA OVERLAY

Description	Full depth patching and HMA overlay of NW 138th St. and Lake Point.
Prime Contractor	Caliber Concrete, LLC 1617 280th ST Adair, IA 50002
Change Order	3
Status	Pending
Date Created	09/30/2025
Type	Minor Overrun
Summary	Minor overrun on patching for box out re-adjust
Change Order Description	Intake box out re-adjust
Awarded Project Amount	\$770,789.72
Authorized Project Amount	\$760,534.69
Change Order Amount	\$482.05
Revised Project Amount	\$761,016.74

Increases/Decreases

Line Number	Item ID	Unit	Unit Price	Current		Change		Revised	
				Quantity	Amount	Quantity	Amount	Quantity	Amount
Section: 1 - Description									
0170	25-015	SY	\$108.570	3,018.000	\$327,664.26	4.440	\$482.05	3,022.440	\$328,146.31
FULL DEPTH PATCHES									
1 item			Totals		\$327,664.26		\$482.05		\$328,146.31

Mayor, City of Clive	Date
Project Engineer, Jonathan Cygan	Date
Field Engineer, Nolan Daft	Date
Contractor, Caliber Concrete, LLC	Date



Memo

TO: Mayor and Council members

FROM: Matt McQuillen, City Manager

DATE: October 9, 2025

RE: Approve Pay Request #1 - NAI Electrical - City Hall Remodel Phase 2 Project - \$2,667.50

SYNOPSIS:

Staff is recommending approval of pay request #1 to NAI Electrical for construction completed on phase 2 of the City Hall Renovation Project. NAI Electrical is responsible for Prime Contract #4 – Electrical and Low Voltage. The pay request was reviewed by the City's Construction Manager and Architect prior to this consideration for approval.

Prime Construction Contract #4 – Electrical and Low Voltage

Contract Amount	\$ 216,160.00	Contract Approved 8/28/25
-----------------	---------------	---------------------------

Pay Request #1	\$ 2,667.50
-----------------------	--------------------

Balance Remaining	\$ 213,492.50
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5% Retainage Held	\$ 82.50
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Total – Pay Request #1	\$ 2,667.50
-------------------------------	--------------------

Acct # 350-5750-6799

Attachments:

1. NAI Electrical Pay App 1

TO CONTRACTOR:

PROJECT:

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

APPLICATION NO: 1

INVOICE NO: 75135

PERIOD: 09/01/25 - 09/30/25

PROJECT NO: 25011

CONTRACT NO: SC-004 City Hall Phase 2

CONTRACT DATE: 08/28/2025

CERTIFICATE DATE: 09/30/2025

SUBMITTED DATE:

FROM SUBCONTRACTOR:

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

SUBCONTRACT FOR: BP#4 Electrical

SUBCONTRACTOR'S APPLICATION FOR PAYMENT

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

1.	Original Contract Sum	\$216,160.00
2.	Net change by change orders	\$0.00
3.	Contract Sum to date (Line 1 ± 2)	\$216,160.00
4.	Total completed and stored to date (Column G on detail sheet)	\$2,750.00
5.	Retainage:	
a.	3.00% of completed work	\$82.50
b.	0.00% of stored material	\$0.00
	Total retainage (Line 5a + 5b or total in column I of detail sheet)	\$82.50
6.	Total earned less retainage (Line 4 less Line 5 Total)	\$2,667.50
7.	Less previous certificates for payment (Line 6 from prior certificate)	\$0.00
8.	Current payment due:	\$2,667.50
9.	Balance to finish, including retainage (Line 3 less Line 6)	\$213,492.50

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

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

SUBCONTRACTOR: Nikkel and Associates, Inc.

By: _____ Date: _____

State of:

County of:

Subscribed and sworn to before

me this _____ day of _____

Notary Public:

My commission expires:

This pay application has
been reviewed by OPN
architects without exception.

10/01/2025



Thomas Thatcher
2025.10.01
08:31:22-05'00'

Drew Johnson

Digitally signed by Drew
Johnson
DN: C=US,
E=drewj@ddcgroup-us.com,
CN=Drew Johnson
Date: 2025.10.01
16:06:22-05'00'

Document SUMMARY SHEET, APPLICATION AND CERTIFICATE FOR PAYMENT, containing

Contractor's signed Certification is attached.

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

APPLICATION NUMBER: 1

APPLICATION DATE: 09/26/2025

PERIOD: 09/01/25 - 09/30/25

Contract Lines

A		B	C	D	E	F	G		H	I
ITEM NO.	BUDGET CODE	DESCRIPTION OF WORK	SCHEDULED VALUE	APPROVED WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
				FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
1	26-260000.000.Subcontract BP#4 Electrical	BOND, PERMIT	\$201.00	\$0.00	\$201.00	\$0.00	\$201.00	100.00%	\$0.00	\$6.03
2	26-260000.000.Subcontract BP#4 Electrical	START-UP AND MOBILIZATION MATERIALS	\$8,077.00	\$0.00	\$2,349.00	\$0.00	\$2,349.00	29.08%	\$5,728.00	\$70.47
3	26-260000.000.Subcontract BP#4 Electrical	START-UP AND MOBILIZATION LABOR	\$379.00	\$0.00	\$200.00	\$0.00	\$200.00	52.77%	\$179.00	\$6.00
4	26-260000.000.Subcontract BP#4 Electrical	TEMPORARY MATERIALS	\$300.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$300.00	\$0.00
5	26-260000.000.Subcontract BP#4 Electrical	TEMPORARY LABOR	\$400.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$400.00	\$0.00
6	26-260000.000.Subcontract BP#4 Electrical	DEMO MATERIALS	\$680.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$680.00	\$0.00
7	26-260000.000.Subcontract BP#4 Electrical	DEMO LABOR	\$10,726.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$10,726.00	\$0.00
8	26-260000.000.Subcontract BP#4 Electrical	GEAR MATERIALS	\$10,461.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$10,461.00	\$0.00
9	26-260000.000.Subcontract BP#4 Electrical	GEAR LABOR	\$1,408.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$1,408.00	\$0.00
10	26-260000.000.Subcontract BP#4 Electrical	CONDUIT MATERIALS	\$13,492.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$13,492.00	\$0.00
11	26-260000.000.Subcontract BP#4 Electrical	CONDUIT LABOR	\$28,173.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$28,173.00	\$0.00
12	26-260000.000.Subcontract BP#4 Electrical	INTERIOR LIGHTING MATERIAL	\$9,258.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$9,258.00	\$0.00
13	26-260000.000.Subcontract BP#4 Electrical	INTERIOR LIGHTING LABOR	\$9,606.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$9,606.00	\$0.00
14	26-260000.000.Subcontract BP#4 Electrical	DEVICES MATERIAL	\$13,348.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$13,348.00	\$0.00
15	26-260000.000.Subcontract BP#4 Electrical	DEVICES LABOR	\$5,098.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$5,098.00	\$0.00
16	26-260000.000.Subcontract	WIRE MATERIAL	\$20,575.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$20,575.00	\$0.00

A	B		C	D	E	F	G		H	I
ITEM NO.	BUDGET CODE	DESCRIPTION OF WORK	SCHEDULED VALUE	APPROVED WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
				FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
	BP#4 Electrical									
17	26-260000.000.Subcontract BP#4 Electrical	WIRE LABOR	\$9,889.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$9,889.00	\$0.00
18	26-260000.000.Subcontract BP#4 Electrical	FIRE ALARM MATERIALS	\$7,884.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$7,884.00	\$0.00
19	26-260000.000.Subcontract BP#4 Electrical	FIRE ALARM LABOR	\$4,062.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$4,062.00	\$0.00
20	26-260000.000.Subcontract BP#4 Electrical	STRUCTURED CABLING MATERIALS	\$9,041.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$9,041.00	\$0.00
21	26-260000.000.Subcontract BP#4 Electrical	STRUCTURED CABLING LABOR	\$12,047.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$12,047.00	\$0.00
22	26-260000.000.Subcontract BP#4 Electrical	A/V MATERIALS	\$18,701.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$18,701.00	\$0.00
23	26-260000.000.Subcontract BP#4 Electrical	A/V LABOR	\$1,890.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$1,890.00	\$0.00
24	26-260000.000.Subcontract BP#4 Electrical	VIDEO MANAGEMENT MATERIAL	\$5,434.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$5,434.00	\$0.00
25	26-260000.000.Subcontract BP#4 Electrical	VIDEO MANAGEMENT LABOR	\$56.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$56.00	\$0.00
26	26-260000.000.Subcontract BP#4 Electrical	INTRUSION DETECTION MATERIAL	\$13,918.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$13,918.00	\$0.00
27	26-260000.000.Subcontract BP#4 Electrical	INTRUSION DETECTION LABOR	\$56.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$56.00	\$0.00
28	26-260000.000.Subcontract BP#4 Electrical	CLOSE OUT DOCUMENTS	\$1,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$1,000.00	\$0.00
TOTALS:			\$216,160.00	\$0.00	\$2,750.00	\$0.00	\$2,750.00	1.27%	\$213,410.00	\$82.50

Grand Totals

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	APPROVED WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	%(G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
GRAND TOTALS:		\$216,160.00	\$0.00	\$2,750.00	\$0.00	\$2,750.00	1.27%	\$213,410.00	\$82.50



AIA[®] Document G702™ – 1992

Application and Certificate for Payment

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

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

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

VIA ARCHITECT:
LJ1413

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM \$ 216,160.00

2. NET CHANGE BY CHANGE ORDERS \$ 0.00

3. CONTRACT SUM TO DATE (Line 1 + 2) \$ 216,160.00

4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) \$ 2,750.00

5. RETAINAGE:

a. $\frac{3}{100}$ of Completed Work \$ 82.50
(Columns D + E on G703)

b. $\frac{0}{100}$ of Stored Material \$ 0.00
(Column F on G703)

Total Retainage (Lines 5a + 5b, or Total in Column I of G703) \$ 82.50

6. TOTAL EARNED LESS RETAINAGE \$ 2,667.50
(Line 4 minus Line 5 Total)

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT \$ 0.00
(Line 6 from prior Certificate)

8. CURRENT PAYMENT DUE \$ 2,667.50

9. BALANCE TO FINISH, INCLUDING RETAINAGE \$ 213,492.50
(Line 3 minus Line 6)

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

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

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APPLICATION NO: 1 **Distribution to:**

PERIOD TO: 9/30/2025 **OWNER** ☐

CONTRACT FOR: City of Clive City Hall Phase **ARCHITECT** ☐

CONTRACT DATE: 8/28/2025 **CONTRACTOR** ☐

PROJECT NOS: CITY HALL PH 2 **FIELD** ☐

INVOICE NO: 75135 **OTHER** ☐

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

CONTRACTOR: Nikkel & Associates, Inc.

By: Chris Burkhardt Date: 9-24-2025

State of: IA

County of: Story

Subscribed and sworn to before me this 24th day of September 2025

Notary Public: Lydia M Sharar

My commission expires: 4/6/2026



ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED \$

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

ARCHITECT:

By: _____ Date: _____

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

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK BILLED		F MATERIALS STORED THIS PERIOD	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% G/C	H BALANCE TO FINISH (C-G)	I RETAINAGE
			FROM PREV. APPLICATION (D+E+F)	THIS PERIOD					
1	Bond, Permit	201.00	0.00	201.00	0.00	201.00	100	0.00	6.03
2M	Start-Up and Mobilization Materials	8,077.00	0.00	2,349.00	0.00	2,349.00	29	5,728.00	70.47
2L	Temporary Materials	379.00	0.00	200.00	0.00	200.00	53	179.00	6.00
3M	Temporary Labor	300.00	0.00	0.00	0.00	0.00	0	300.00	0.00
3L	Demo Materials	400.00	0.00	0.00	0.00	0.00	0	400.00	0.00
4M	Demo Labor	680.00	0.00	0.00	0.00	0.00	0	680.00	0.00
4L	Gear Materials	10,726.00	0.00	0.00	0.00	0.00	0	10,726.00	0.00
5M	Gear Labor	10,461.00	0.00	0.00	0.00	0.00	0	10,461.00	0.00
5L	Conduit Materials	1,408.00	0.00	0.00	0.00	0.00	0	1,408.00	0.00
6M	Conduit Labor	13,492.00	0.00	0.00	0.00	0.00	0	13,492.00	0.00
6L	Interior Lighting Material	28,173.00	0.00	0.00	0.00	0.00	0	28,173.00	0.00
7M	Interior Lighting Labor	9,258.00	0.00	0.00	0.00	0.00	0	9,258.00	0.00
7L	Devices Material	9,606.00	0.00	0.00	0.00	0.00	0	9,606.00	0.00
8M	Devices Labor	13,348.00	0.00	0.00	0.00	0.00	0	13,348.00	0.00
8L	Wire Material	5,098.00	0.00	0.00	0.00	0.00	0	5,098.00	0.00
9M	Wire Labor	20,575.00	0.00	0.00	0.00	0.00	0	20,575.00	0.00
9L	Fire Alarm Materials	9,889.00	0.00	0.00	0.00	0.00	0	9,889.00	0.00
10M	Structured Cabling Materials	7,884.00	0.00	0.00	0.00	0.00	0	7,884.00	0.00
10L	Structured Cabling Labor	4,062.00	0.00	0.00	0.00	0.00	0	4,062.00	0.00
11M	AVV Materials	12,047.00	0.00	0.00	0.00	0.00	0	12,047.00	0.00
11L	AVV Labor	18,701.00	0.00	0.00	0.00	0.00	0	18,701.00	0.00
12M	Video Management Material	1,890.00	0.00	0.00	0.00	0.00	0	1,890.00	0.00
12L	Video Management Labor	5,434.00	0.00	0.00	0.00	0.00	0	5,434.00	0.00
13M	Intrusion Detection Material	56.00	0.00	0.00	0.00	0.00	0	56.00	0.00
13L	Intrusion Detection Labor	13,918.00	0.00	0.00	0.00	0.00	0	13,918.00	0.00
14M	Close Out Documents - Min \$1000.00	56.00	0.00	0.00	0.00	0.00	0	56.00	0.00
14L		1,000.00	0.00	0.00	0.00	0.00	0	1,000.00	0.00
15									
	Totals	216,160.00	0.00	2,750.00	0.00	2,750.00	1	213,410.00	82.50

CONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT

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

On receipt by the undersigned of a check from City of Clive in the sum of TWO THOUSAND SIX HUNDRED SIXTY SEVEN DOLLARS AND 50 CENTS (2,667.50) payable to Nikkel & Associates, Inc., and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective to release any Mechanic's Lien, any state or federal statutory bond right, any private bond right, any claim for payment and any rights under any similar ordinance, rule or statute related to claim or payment rights for persons in the undersigned's position, the undersigned has on the above referenced project to the following extent.

This release covers a progress payment for all labor, services, equipment and materials furnished to the project site or to City of Clive through 9/30/2025 only and does not cover any retention, pending modifications and changes or items furnished after said date. Before any recipient of this document relies on it, that person should verify evidence of payment to the undersigned.

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

9-24-2025
(Date)

Chris Burkman
(Signature)

General Manager
(Title)

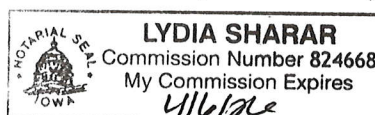
Nikkel & Associates, Inc.
dba : NAI Electrical Contractors

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

Iowa for the County of Story this 24

day of September, 2025.

(Place Notary Seal Here)





Memo

TO: Mayor and Council members

FROM: Matt McQuillen, City Manager

DATE: October 9, 2025

RE: Approve Pay Request #1 - Cunningham Inc - City Hall Remodel Phase 2 Project - \$21,141.15

SYNOPSIS:

Staff is recommending approval of pay request #1 to Cunningham, Inc. for construction completed for phase 2 of the City Hall Remodel Project. Cunningham is responsible for Prime Contract #3 – Mechanical & Plumbing. The pay request was reviewed by the City's Construction Manager and Architect prior to this consideration for approval.

Prime Construction Contract #3 – Mechanical & Plumbing

Contract Amount	\$ 413,408.00	Contract Approved 8/28/25
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Pay Request #1	\$ 21,141.15
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Balance Remaining	\$ 392,266.85
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5% Retainage Held	\$ 653.85
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Total – Pay Request #1	\$ 21,141.15
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Acct # 350-5750-6799

Attachments:

1. Cunningham Pay Request 1

TO CONTRACTOR:**PROJECT:**

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

APPLICATION NO: 1**INVOICE NO:** 1**PERIOD:** 09/01/25 - 09/30/25**PROJECT NO:** 25011**CONTRACT NO:** SC-003 City Hall Phase 2**CONTRACT DATE:** 08/28/2025**CERTIFICATE DATE:** 09/30/2025**SUBMITTED DATE:****FROM SUBCONTRACTOR:**

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

SUBCONTRACT FOR: BP#3 Mechanical**SUBCONTRACTOR'S APPLICATION FOR PAYMENT**

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

1.	Original Contract Sum	\$413,408.00
2.	Net change by change orders	\$0.00
3.	Contract Sum to date (Line 1 ± 2)	\$413,408.00
4.	Total completed and stored to date (Column G on detail sheet)	\$21,795.00
5.	Retainage:	
	a. <u>3.00%</u> of completed work	\$653.85
	b. <u>0.00%</u> of stored material	\$0.00
	Total retainage (Line 5a + 5b or total in column I of detail sheet)	\$653.85
6.	Total earned less retainage (Line 4 less Line 5 Total)	\$21,141.15
7.	Less previous certificates for payment (Line 6 from prior certificate)	\$0.00
8.	Current payment due:	\$21,141.15
9.	Balance to finish, including retainage (Line 3 less Line 6)	\$392,266.85

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

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

SUBCONTRACTOR: Cunningham, Inc.

By: _____ Date: _____

State of:

County of:

Subscribed and sworn to before

me this _____ day of _____

Notary Public:

My commission expires:

This pay application has
been reviewed by OPN
architects without exception.

10/01/2025



Thomas Thatcher
2025.10.01
08:30:25-05'00'

Drew Johnson

Digitally signed by Drew
Johnson
DN: C=US,
E=drewj@dcigroup-us.com,
CN=Drew Johnson
Date: 2025.10.01
16:05:59-05'00'

Document SUMMARY SHEET, APPLICATION AND CERTIFICATE FOR PAYMENT, containing

Contractor's signed Certification is attached.

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

APPLICATION NUMBER: 1

APPLICATION DATE: 09/30/2025

PERIOD: 09/01/25 - 09/30/25

Contract Lines

A		B	C	D	E	F	G		H	I
ITEM NO.	BUDGET CODE	DESCRIPTION OF WORK	SCHEDULED VALUE	APPROVED WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	%(G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
				FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
1	23-230000.000.Subcontract BP#3 - Mechanical & Plumbing	Engineering/Submittals	\$47,735.00	\$0.00	\$12,500.00	\$0.00	\$12,500.00	26.19%	\$35,235.00	\$375.00
2	23-230000.000.Subcontract BP#3 - Mechanical & Plumbing	Bond	\$6,345.00	\$0.00	\$6,345.00	\$0.00	\$6,345.00	100.00%	\$0.00	\$190.35
3	23-230000.000.Subcontract BP#3 - Mechanical & Plumbing	Mobilization	\$17,475.00	\$0.00	\$1,750.00	\$0.00	\$1,750.00	10.01%	\$15,725.00	\$52.50
4	23-230000.000.Subcontract BP#3 - Mechanical & Plumbing	Demo Labor	\$6,805.00	\$0.00	\$1,200.00	\$0.00	\$1,200.00	17.63%	\$5,605.00	\$36.00
5	23-230000.000.Subcontract BP#3 - Mechanical & Plumbing	Demo Material	\$2,795.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$2,795.00	\$0.00
6	23-230000.000.Subcontract BP#3 - Mechanical & Plumbing	UG Sanitary Material	\$2,755.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$2,755.00	\$0.00
7	23-230000.000.Subcontract BP#3 - Mechanical & Plumbing	UG Sanitary Labor	\$6,415.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$6,415.00	\$0.00
8	23-230000.000.Subcontract BP#3 - Mechanical & Plumbing	AG Sanitary Waste & Vent Material	\$2,110.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$2,110.00	\$0.00
9	23-230000.000.Subcontract BP#3 - Mechanical & Plumbing	AG Sanitary Waste & Vent Labor	\$6,165.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$6,165.00	\$0.00
10	23-230000.000.Subcontract BP#3 - Mechanical & Plumbing	Domestic Water Material	\$3,120.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$3,120.00	\$0.00
11	23-230000.000.Subcontract BP#3 - Mechanical & Plumbing	Domestic Water Labor	\$8,320.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$8,320.00	\$0.00
12	23-230000.000.Subcontract BP#3 - Mechanical & Plumbing	Plumbing Fixtures Material	\$11,490.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$11,490.00	\$0.00

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

A	B		C	D	E	F	G		H	I
ITEM NO.	BUDGET CODE	DESCRIPTION OF WORK	SCHEDULED VALUE	APPROVED WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
				FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
	BP#3 - Mechanical & Plumbing									
27	23-230000.000.Subcontract BP#3 - Mechanical & Plumbing	RTU Materials	\$78,980.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$78,980.00	\$0.00
28	23-230000.000.Subcontract BP#3 - Mechanical & Plumbing	RTU Labor	\$4,622.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$4,622.00	\$0.00
29	23-230000.000.Subcontract BP#3 - Mechanical & Plumbing	Unit Heaters Materials	\$2,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$2,000.00	\$0.00
30	23-230000.000.Subcontract BP#3 - Mechanical & Plumbing	Unit Heaters Labor	\$276.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$276.00	\$0.00
31	23-230000.000.Subcontract BP#3 - Mechanical & Plumbing	Subcontractor - Baker Group	\$71,273.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$71,273.00	\$0.00
32	23-230000.000.Subcontract BP#3 - Mechanical & Plumbing	Subcontractor - Iowa Insulation	\$9,894.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$9,894.00	\$0.00
33	23-230000.000.Subcontract BP#3 - Mechanical & Plumbing	Subcontractor - Flow Tech	\$5,347.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$5,347.00	\$0.00
TOTALS:			\$413,408.00	\$0.00	\$21,795.00	\$0.00	\$21,795.00	5.27%	\$391,613.00	\$653.85

Grand Totals

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	APPROVED WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
GRAND TOTALS:		\$413,408.00	\$0.00	\$21,795.00	\$0.00	\$21,795.00	5.27%	\$391,613.00	\$653.85



Memo

TO: Mayor and Council members

FROM: Jim Hagelie, Engineering Services Administrator

DATE: October 9, 2025

RE: Approve Pay Request #1 - The Concrete Company - 2025 Residential PCC Pavement Rehabilitation Project - \$130,873.42

SYNOPSIS:

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

Pay Estimate #1 - \$130,873.42

A breakdown of the contract status is as follows:

Contract Amount	-	\$634,965.00
Paid to Date	-	<u>\$130,873.42</u>
Contract Remaining	-	\$504,091.58

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

Attachments:

1. Pay Request #1



City of Clive

Payment Invoice

2025 RESIDENTIAL PCC PAVEMENT REHAB

Description	Full depth patching on Hawthorn drive, NW 152nd street, NW 149th street, and NW 144th street.
Payment Number	1
Pay Period	08/01/2025 to 09/27/2025
Approval Date	10/09/2025
Prime Contractor	The Concrete Company 5128 NW Beaver DR Grimes, IA 50111
Payment Status	Pending
Awarded Project Amount	\$634,965.00
Authorized Amount	\$634,965.00

Line Number	Item	Unit	Current Paid Quantity	Unit Price	Amount
Section: 1 Description					
0010	25-101	SY	1,257.630	\$85.000	\$106,898.55
Patch, Full Depth Repair					
0020	25-102	Ton	125.900	\$25.000	\$3,147.50
Subgrade Repair					
0030	25-103	Each	4.000	\$2,500.000	\$10,000.00
Manhole Adjustment, Minor					
0040	25-104	LS	0.250	\$7,500.000	\$1,875.00
Temporary Traffic Control					
0050	25-105	LS	1.000	\$3,500.000	\$3,500.00
Mobilization					
0060	25-106	LS	1.000	\$5,000.000	\$5,000.00
Project Total: \$134,921.05					

Line Number	Item	Unit	Current Paid Quantity	Unit Price	Amount
Primary Slurry Control					
Section Total: \$130,421.05					
Section: 2 Description					
0150	25-105	LS	1.000	\$2,000.000	\$2,000.00
Mobilization					
0160	25-106	LS	1.000	\$2,500.000	\$2,500.00
Primary Slurry Control					
Section Total: \$4,500.00					
Project Total: \$134,921.05					

Summary

Current Approved Work:	\$134,921.05	Approved Work To Date:	\$134,921.05
Current Stockpile Advancement:	\$0.00	Stockpile Advancement To Date:	\$0.00
Current Stockpile Recovery:	\$0.00	Stockpile Recovery To Date:	\$0.00
Current Retainage:	\$4,047.63	Retainage To Date:	\$4,047.63
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:	\$130,873.42	Payments To Date:	\$130,873.42
Previous Payment:	\$0.00	Previous Payments To Date:	\$0.00

Mayor, City of Clive

Date

Project Engineer, Jim Hagelie

Date

Field Engineer, Kaleb Randel

Date

Contractor, The Concrete Company

Date



Memo

TO: Mayor and Council members

FROM: Jonathan Cygan, Civil Engineer

DATE: October 9, 2025

RE: Approve Pay Request #1 - Stapes Concrete Concrete & Grading LLC -
City Hall Approach Replacement Project - \$11,825.75

SYNOPSIS:

Staff is recommending approval of a Pay Request to Stapes Concrete and Grading LLC. for work performed on the above referenced project.

Pay Estimate #1 - \$11,825.75

A breakdown of the contract status is as follows:

Contract Amount	- \$60,616.00
Paid to Date	- <u>\$11,825.75</u>
Contract Remaining	- \$48,790.25

Payments issued for the associated project shall be charged to the 350-5750-6799 account.

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

Attachments:

1. Pay Request #1



City of Clive

Payment Invoice

City Hall Approach

Description	Removal and replacement of the approach to City Hall.
Payment Number	1
Pay Period	09/25/2025 to 09/27/2025
Approval Date	10/09/2025
Prime Contractor	Stapes Concrete and Grading, LLC 4815 NE 3rd St Des Moines, IA 50313
Payment Status	Pending
Awarded Project Amount	\$60,616.00
Authorized Amount	\$60,616.00

Line Number	Item	Unit	Current Paid Quantity	Unit Price	Amount
Section: 1 Description					
0020	25-112	SY	18.700	\$45.000	\$841.50
SIDEWALK REMOVAL					
0080	25-118	TON	50.000	\$35.000	\$1,750.00
GRANULAR STABILIZATION					
0090	25-119	LS	0.500	\$2,000.000	\$1,000.00
TRAFFIC CONTROL (TC-212)					
0100	25-120	LS	0.500	\$3,600.000	\$1,800.00
TEMPORARY TRAFFIC CONTROL					
0120	25-122	LS	1.000	\$5,000.000	\$5,000.00
CONSTRUCTION SURVEY					
0130	25-123	LS	1.000	\$1,800.000	\$1,800.00
Project Total:					\$12,191.50

Line Number	Item	Unit	Current Paid Quantity	Unit Price	Amount
MOBILIZATION					
					Section Total: \$12,191.50
					Project Total: \$12,191.50

Summary

Current Approved Work:	\$12,191.50	Approved Work To Date:	\$12,191.50
Current Stockpile Advancement:	\$0.00	Stockpile Advancement To Date:	\$0.00
Current Stockpile Recovery:	\$0.00	Stockpile Recovery To Date:	\$0.00
Current Retainage:	\$365.75	Retainage To Date:	\$365.75
Current Retainage Released:	\$0.00	Retainage Released To Date:	\$0.00
Current Liquidated Damages:	\$0.00	Liquidated Damages To Date:	\$0.00
Current Adjustment:	\$0.00	Adjustments To Date:	\$0.00
Current Payment:	\$11,825.75	Payments To Date:	\$11,825.75
Previous Payment:	\$0.00	Previous Payments To Date:	\$0.00

Mayor, City of Clive	Date
Project Engineer, Jonathan Cygan	Date
Field Engineer, Nolan Daft	Date
Contractor, Stapes Concrete and Grading LLC	Date



Memo

TO: Mayor and Council members

FROM: Alyssa Welling, Administrative Assistant

DATE: October 9, 2025

RE: Approve Pay Request #1 -Caliber Concrete - Linnan Park Construction Project - \$82,222.50

SYNOPSIS:

Staff recommends approval of Pay Request #1 to Caliber Concrete for the work completed to date on the Linnan Park Construction Project.

Total contract amount: **\$491,500.00**

Pay Request #1: **\$82,222.50**

Total Requested to Date: **\$82,222.50**

Remaining contract amount: **\$409,277.50**

Attachments:

1. Caliber pay app #1

APPLICATION AND CERTIFICATE FOR PAYMENT

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

APPLICATION #: 1 Distribution to:
PERIOD TO: PROJECT NOS: 14880
OWNER
Const. Mgr
Architect
Contractor
CONTRACT DATE: 05/22/25
25-023

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM \$ 491,500.00
2. Net change by Change Orders \$
3. CONTRACT SUM TO DATE (Line 1 +/- 2) \$ 491,500.00
4. TOTAL COMPLETED & STORED TO DATE \$ 86,550.00
(Column G on Continuation Sheet)

5. RETAINAGE:
a. 5.0% of Completed Work \$ 4,327.50
(Columns D+E on Continuation Sheet)
b. 10.0% of Stored Material \$
(Column F on Continuation Sheet)
Total Retainage (Line 5a + 5b or

Total in Column 1 of Continuation Sheet \$ 4,327.50
6. TOTAL EARNED LESS RETAINAGE \$ 82,222.50

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT \$
(Line 4 less Line 5 Total)
(Line 6 from prior Certificate)

8. CURRENT PAYMENT DUE \$ 82,222.50
9. BALANCE TO FINISH, INCLUDING RETAINAGE \$ 409,277.50
(Line 3 less Line 6)

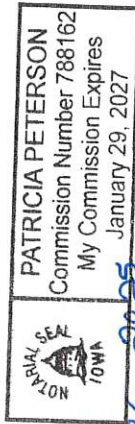
CONTRACTOR:

By: [Signature] Date: 9-25-25

State of: Iowa
County of: Adair

Subscribed and sworn to before me this 25th day of September 2025

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



CERTIFICATE FOR PAYMENT

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

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

ARCHITECT:

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

By: _____ Date: _____

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

CONTINUATION SHEET

Page 2 of 2 Pages

ATTACHMENT TO PAY APPLICATION

APPLICATION NUMBER: 1

PROJECT:

APPLICATION DATE:

Linnan Park Project

PERIOD TO:

8500 Alice Ave

ARCHITECT'S PROJECT NO:

Clive, IA 50325

A Item No.	B Description of Work	C Scheduled Value	D Work Completed		E Completed This Period	F Materials Presently Stored (Not In D or E)	G		H Balance To Finish (C - G)	I Retainage
			From Previous Application (D + E)	This Period			Total Completed And Stored To Date (D + E + F)	% (G/C)		
1	6" Sidewalk	\$ 176,500				\$ -	\$ -		\$ 176,500	\$ -
2	6" Sidewalk	\$ 32,800				\$ -	\$ -		\$ 32,800	\$ -
3	7" Paving	\$ 80,000				\$ -	\$ -		\$ 80,000	\$ -
4	7' Paving	\$ 65,000				\$ -	\$ -		\$ 65,000	\$ -
5	8" Paving	\$ 26,300				\$ -	\$ 9,430	36%	\$ 16,870	\$ 472
6	Footing	\$ 65,100				\$ -	\$ 65,100	100%	\$ -	\$ 3,255
7	Floor	\$ 34,700				\$ -	\$ -		\$ 34,700	\$ -
8	Pit	\$ 7,600				\$ -	\$ 7,600	100%	\$ -	\$ 380
9	Pedestal	\$ 2,900				\$ -	\$ -		\$ 2,900	\$ -
10						\$ -	\$ -		\$ -	\$ -
11						\$ -	\$ -		\$ -	\$ -
12	Change Order Mix to M4	\$ 600				\$ -	\$ 600	100%	\$ -	\$ 30
13	Change Order over excavation					\$ -	\$ 3,820		\$ (3,820)	\$ 191
14						\$ -	\$ -		\$ -	\$ -
15						\$ -	\$ -		\$ -	\$ -
16						\$ -	\$ -		\$ -	\$ -
17						\$ -	\$ -		\$ -	\$ -
18						\$ -	\$ -		\$ -	\$ -
19						\$ -	\$ -		\$ -	\$ -
20						\$ -	\$ -		\$ -	\$ -
21						\$ -	\$ -		\$ -	\$ -
22						\$ -	\$ -		\$ -	\$ -
23						\$ -	\$ -		\$ -	\$ -
24						\$ -	\$ -		\$ -	\$ -
25						\$ -	\$ -		\$ -	\$ -
SUBTOTALS PAGE 2		\$ 491,500	\$ -	\$ 86,550	\$ -	\$ -	\$ 86,550	18%	\$ 404,950	\$ 4,328



Memo

TO: Mayor and Council members

FROM: Alyssa Welling, Administrative Assistant

DATE: October 9, 2025

RE: Approve Pay Request #2 - Burkett Construction - Linnan Park Construction Project - \$155,467.50

SYNOPSIS:

Staff recommends approval of Pay Request #2 to Burkett Construction for the work completed to date on the Linnan Park Construction Project.

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

Pay Request #2: **\$155,467.50**

Total Requested to Date: **\$268,802.50**

Remaining contract amount: **\$1,096,853.50**

Attachments:

1. Burkett Pay App #2 Linnan Park

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

PROJECT: Linnan Park

APPLICATION NO: 2

Distribution to:

☒	OWNER
☐	ARCHITECT
☐	CONTRACTOR
☐	
☐	

PERIOD TO: 09/26/25

FROM CONTRACTOR:

VIA ARCHITECT: Hanson Companies

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

PROJECT NOS: 14880

CONTRACT FOR:

CONTRACT DATE:

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM	\$	1,365,656.00
2. Net change by Change Orders	\$	0.00
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$	1,365,656.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$	282,950.00
5. RETAINAGE:		
a. 5.00% % of Completed Work (Column D + E on G703)	\$	14,147.50
b. 5.00% % of Stored Material (Column F on G703)	\$	0
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$	14,147.50
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	\$	268,802.50
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	\$113,335.00
8. CURRENT PAYMENT DUE	\$	155,467.50
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	1,096,853.50

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

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

CONTRACTOR:

By: Andrew Burkett Date: 09/26/25

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

ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED \$

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

ARCHITECT:

By: Date:

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

CONTINUATION SHEET

AIA DOCUMENT G703

PAGE OF PAGES

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing

Contractor's signed certification is attached.

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

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

APPLICATION NO: 2

APPLICATION DATE: 08/26/25

PERIOD TO: 09/26/25

ARCHITECT'S PROJECT NO: 14880

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
1	General Conditions	\$159,526.00	\$15,000.00	\$25,000.00	\$0.00	\$40,000.00	25.07%	119,526.00	\$2,000.00
2	Overhead	\$67,581.00	\$7,800.00	\$11,800.00		\$19,600.00	29.00%	47,981.00	\$980.00
3	Site Work	\$22,000.00	\$0.00	\$0.00		\$0.00	0.00%	22,000.00	\$0.00
4	Masonry	\$94,900.00	\$0.00	\$0.00		\$0.00	0.00%	94,900.00	\$0.00
5	Structural Steel	\$102,850.00	\$15,000.00	\$87,850.00		\$102,850.00	100.00%		\$5,142.50
6	Steel Erection	\$41,975.00	\$0.00	\$0.00		\$0.00	0.00%	41,975.00	\$0.00
7	Carpentry Materials	\$161,925.00	\$0.00	\$0.00		\$0.00	0.00%	161,925.00	\$0.00
8	Carpentry Installation	\$35,000.00	\$0.00	\$0.00		\$0.00	0.00%	35,000.00	\$0.00
9	Thermal & Moisture	\$294,000.00	\$55,000.00	\$0.00		\$55,000.00	18.71%	239,000.00	\$2,750.00
10	Openings	\$11,650.00	\$0.00	\$0.00		\$0.00	0.00%	11,650.00	\$0.00
11	Finishes	\$23,610.00	\$0.00	\$0.00		\$0.00	0.00%	23,610.00	\$0.00
12	Specalties Material	\$17,216.00	\$0.00	\$0.00		\$0.00	0.00%	17,216.00	\$0.00
13	Specalties Labor	\$2,000.00	\$0.00	\$0.00		\$0.00	0.00%	2,000.00	\$0.00
14	Sport Equipment	\$38,358.00	\$0.00	\$0.00		\$0.00	0.00%	38,358.00	\$0.00
15	Court Surfacing	\$49,901.00	\$0.00	\$0.00		\$0.00	0.00%	49,901.00	\$0.00
16	Futsal Relocation	\$13,000.00	\$6,500.00	\$0.00		\$6,500.00	50.00%	6,500.00	\$325.00
17	Mechanical	\$83,164.00	\$10,000.00	\$25,000.00		\$35,000.00	42.09%	48,164.00	\$1,750.00
18	Electrical	\$147,000.00	\$10,000.00	\$14,000.00		\$24,000.00	16.33%	123,000.00	\$1,200.00
19		\$0.00	\$0.00	\$0.00		\$0.00	0.00%		\$0.00
20		\$0.00	\$0.00	\$0.00		\$0.00	0.00%		\$0.00
				\$0.00					
	GRAND TOTALS	\$1,365,656.00	\$119,300.00	\$163,650.00	\$0.00	\$282,950.00	20.72%	1,082,706.00	\$14,147.50

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



Memo

TO: Mayor and Council members

FROM: Alyssa Welling, Administrative Assistant

DATE: October 9, 2025

RE: Approve Pay Request #3 - Hansen Company - Linnan Park Construction Project - \$40,986.04

SYNOPSIS:

Staff recommends approval of Pay Request #3 to Hansen Company for the work completed to date on the Linnan Park Construction Project.

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

Pay Request #3: **\$40,986.04**

Total Requested to Date: **131,187.78**

Remaining contract amount: **\$586,383.22**

Attachments:

1. 24-936 Linnan Park - Pay App 3 0925

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

PAGE ONE OF

ONE PAGES

TO OWNER City of Clive

1900 NW 114th St
Clive, IA 50325

PROJECT: Linnan Park

8500 Alice Ave.
Clive, IA 50325

APPLICATION NO:

3

Distribution to:

☒	OWNER
☐	ARCHITECT
☐	CONTRACTOR
☐	
☐	

FROM CONTRACTOR: Hansen Company

5665 Greendale Rd.
Johnston, IA 50131

VIA ARCHITECT: SmithGroup

44 East Miffln Street
Suite 500
Madison, WI 53703

PERIOD TO: 9/30/2025

PROJECT NOS:

CONTRACT FOR: Linnan Park

CONTRACT DATE 4/23/2025

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM	\$	717,571.00
2. Net change by Change Orders	\$	0.00
3. CONTRACT SUM TO DATE (Line 1 ± 2)	\$	717,571.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$	138,092.40
5. RETAINAGE:		
a. 5 % of Completed Work (Column D + E on G703)	\$	6,904.62
b. 5 % of Stored Material (Column F on G703)	\$	0.00
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$	6,904.62
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	\$	131,187.78
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	90,201.74
8. CURRENT PAYMENT DUE	\$	40,986.04
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	586,383.22

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

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

CONTRACTOR: Hansen Company, Inc.

By: [Signature] Date: 9/26/25

State of: Iowa

County of: Polk

Subscribed and sworn to before me this 26th day of Sept

Notary Public: Susan Birks

My Commission expires: 4-2-27



ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED \$ _____

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

By: _____ Date: _____

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

CONTINUATION SHEET

AIA DOCUMENT G703

PAGE 1 OF 1 PAGES

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

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

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

APPLICATION NO: 3

APPLICATION DATE: 9/30/2025

PERIOD TO: 9/30/2025

ARCHITECT'S PROJECT NO:

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN	G		H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)		
1	Project Manager / Engineer	\$90,069.00	\$9,591.90	\$11,208.10		\$20,800.00	23.09%	\$69,269.00	\$1,040.00
2	Superintendent	\$186,899.00	\$19,409.90	\$3,050.10		\$22,460.00	12.02%	\$164,439.00	\$1,123.00
3	Project Coordinator	\$26,000.00	\$2,780.00	\$950.00		\$3,730.00	14.35%	\$22,270.00	\$186.50
4	Pre-Construction Manager	\$5,000.00	\$1,500.00	\$3,500.00		\$5,000.00	100.00%		\$250.00
5	Truck / Mileage	\$22,200.00	\$2,805.00	\$550.00		\$3,355.00	15.11%	\$18,845.00	\$167.75
6	Project Management Software	\$3,600.00	\$495.00	\$468.00		\$963.00	26.75%	\$2,637.00	\$48.15
7	Safety Expenses	\$9,000.00	\$1,125.00	\$275.00		\$1,400.00	15.56%	\$7,600.00	\$70.00
8	Temp Phones / Internet / Toilets	\$7,200.00	\$1,170.00	\$322.00		\$1,492.00	20.72%	\$5,708.00	\$74.60
9	Office Trailer	\$18,000.00	\$2,970.00	\$405.00		\$3,375.00	18.75%	\$14,625.00	\$168.75
10	Tools & Equipment	\$54,000.00	\$6,075.00	\$3,685.00		\$9,760.00	18.07%	\$44,240.00	\$488.00
11	Project Signage	\$2,000.00	\$2,000.00			\$2,000.00	100.00%		\$100.00
12	Dumpsters	\$35,000.00	\$2,850.00	\$3,575.00		\$6,425.00	18.36%	\$28,575.00	\$321.25
13	General Labor / Cleaning	\$31,000.00	\$310.00	\$1,050.00		\$1,360.00	4.39%	\$29,640.00	\$68.00
14	Layout / Staking	\$35,000.00	\$3,500.00			\$3,500.00	10.00%	\$31,500.00	\$175.00
15	Bid Document Pricing	\$2,979.00	\$950.00	\$500.00		\$1,450.00	48.67%	\$1,529.00	\$72.50
16	Temp. Fencing	\$29,250.00	\$18,800.00			\$18,800.00	64.27%	\$10,450.00	\$940.00
17	SWPPP	\$32,650.00	\$4,000.00	\$2,560.00		\$6,560.00	20.09%	\$26,090.00	\$328.00
18	General Liability Insurance	\$5,958.00	\$1,090.80	\$545.00		\$1,635.80	27.46%	\$4,322.20	\$81.79
19	Fee	\$121,766.00	\$13,526.60	\$10,500.00		\$24,026.60	19.73%	\$97,739.40	\$1,201.33
20									
21									
22									
23									
24									
25									
	PAGE 1 TOTALS	\$717,571.00	\$94,949.20	\$43,143.20	\$0.00	\$138,092.40	19.24%	\$579,478.60	\$6,904.62

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



The Hansen Company, Inc.
5665 Greendale Road, Suite A
Johnston, Iowa 50131
Phone (515) 270-1117
Fax (515) 270-3829
www.hansencompany.com

INVOICE

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

Invoice: 24-936-0925
Date: 9/30/2025
Job #: 24-936
Project: Linnan Park
8500 Alice Ave. Clive, IA

Vendor: City of Clive

PAY APPLICATION #3
LESS 5% RETENTION

\$	43,143.20
\$	(2,157.16)

AMOUNT DUE	\$	<u>40,986.04</u>
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Memo

TO: Mayor and Council members

FROM: Alyssa Welling, Administrative Assistant

DATE: October 9, 2025

RE: Approve Pay Request #3 - On Track Construction, LLC - Linnan Park Construction Project - \$245,216.00

SYNOPSIS:

Staff recommends approval of Pay Request #3 to On Track Construction, LLC for the work completed to date on the Linnan Park Construction Project.

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

Pay Request #3: **\$245,216.00**

Total Requested to Date: **\$487,667.50**

Remaining contract amount: **\$705,332.50**

Attachments:

1. On Track-Pay Estimate #3 9.30.25

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

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

Project: Clive Linnan Park

APPLICATION NO: 3
APPLICATION DATE: 25-Sep-25

PERIOD TO: 25-Sep-25

Contractor PO# 2521CL - 3

Distribution to:

☐

 OWNER

☐

 ARCHITECT

☒

 CONTRACTOR

☐

☐

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

CONTRACT FOR:JOB# 2521CL

CONTRACT DATE: 22-May-25

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM

\$1,193,000.00

2. Net change by Change Orders

\$0.00

3. CONTRACT SUM TO DATE (Line 1 ± 2)

\$1,193,000.00

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

\$502,750.00

5. RETAINAGE:

a. 3 % of Completed Work (Column D + E on G703)

\$15,082.50

b. % of Stored Material (Column F on G703)

Total Retainage (Lines 5a + 5b or Total in Column I of G703)

\$15,082.50

6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)

\$487,667.50

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)

\$242,451.50

8. CURRENT PAYMENT DUE

\$245,216.00

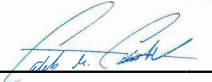
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)

705,332.50

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

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

CONTRACTOR:

By: 

Date: 9/25/2025

ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED \$

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

By:

Date:

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

Clive Linnan Park

JOB# 2521CL

APPLICATION DATE:

9/25/2025

APPLICATION #

3

B	C	D	E1	F4	G1	G2	H	I
Work Description	Scheduled Value	From Previous Application	This Period	Presently Stored Materials	Total Completed and Stored To Date	Percent Complete	Balance To Finish	Retainage
BASE CONTRACT								
Mobilization, Bonds & Insurance	\$ 100,000.00	\$50,000.00			\$50,000.00	50.00%	\$50,000.00	\$1,500.00
Clearing & Grubbing	\$ 35,000.00	\$35,000.00			\$35,000.00	100.00%	\$0.00	\$1,050.00
Removals- Pavement Removal	\$ 49,626.00	\$42,600.00			\$42,600.00	85.84%	\$7,026.00	\$1,278.00
Earthwork - Construction Entrance, 6" Depth	\$ 5,000.00	\$5,000.00			\$5,000.00	100.00%	\$0.00	\$150.00
Eartwork - Strip to Stockpile	\$ 29,142.00	\$29,142.00			\$29,142.00	100.00%	\$0.00	\$874.26
Earthwork - Excavation Cut to Fill	\$ 27,756.00	\$20,000.00			\$20,000.00	72.06%	\$7,756.00	\$600.00
Earthwork - Excavation Cut to Export	\$ 13,216.00	\$6,608.00			\$6,608.00	50.00%	\$6,608.00	\$198.24
Earthwork- Subgrade Prep- 5% Cement Stabilized	\$ 107,300.00				\$0.00	0.00%	\$107,300.00	\$0.00
Earthwork - Backfill & Respread	\$ 39,405.00				\$0.00	0.00%	\$39,405.00	\$0.00
Earthwork - Bio Rentention	\$ 49,005.00				\$0.00	0.00%	\$49,005.00	\$0.00
Removals - Utilities	\$ 46,850.00	\$15,000.00			\$15,000.00	32.02%	\$31,850.00	\$450.00
Utilites - Watermain	\$ 43,100.00	\$43,100.00			\$43,100.00	100.00%	\$0.00	\$1,293.00
Utilites - Sanitary Sewer	\$ 67,800.00		\$67,800.00		\$67,800.00	100.00%	\$0.00	\$2,034.00
Utilites - Storm Piping	\$ 141,200.00		\$65,000.00		\$65,000.00	46.03%	\$76,200.00	\$1,950.00
Utilites - Storm Structures	\$ 130,600.00		\$75,000.00		\$75,000.00	57.43%	\$55,600.00	\$2,250.00
Utilities - Subdrain Piping	\$ 105,500.00				\$0.00	0.00%	\$105,500.00	\$0.00
Utilites - Underground Detention System	\$ 195,000.00		\$45,000.00		\$45,000.00	23.08%	\$150,000.00	\$1,350.00
Traffic Control	\$ 7,500.00	\$3,500.00			\$3,500.00	46.67%	\$4,000.00	\$105.00
TOTAL	\$1,193,000.00	\$249,950.00	\$252,800.00	\$0.00	\$502,750.00	42.14%	\$690,250.00	\$15,082.50



Memo

TO: Mayor and Council members

FROM: Jonathan Cygan, Civil Engineer

DATE: October 9, 2025

RE: Approve Pay Request #4 - Absolute Group - Forest Ave Water Main Replacement - \$11,023.71

SYNOPSIS:

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

Pay Estimate #4 - \$11,023.71

A breakdown of the contract status is as follows:

Contract Amount	-	\$388,066.50
Paid to Date	-	<u>\$305,512.92</u>
Contract Remaining	-	\$82,553.58

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

Attachments:

1. Pay Request #4



City of Clive

Payment Invoice

Forest Ave Water Main Replacement

Description	Replacement of water main
Payment Number	4
Pay Period	09/03/2025 to 09/30/2025
Approval Date	10/09/2025
Prime Contractor	Absolute Group 1800 Burr Oak Blvd Granger, IA 50109
Payment Status	Pending
Awarded Project Amount	\$388,066.50
Authorized Amount	\$388,066.50

Line Number	Item	Unit	Current Paid Quantity	Unit Price	Amount
Section: 1 Description					
0240	25-144	SQ	123.106	\$91.000	\$11,202.65
SODDING					
0290	25-140	EA	6.000	\$27.000	\$162.00
INLET PROTECTION DEVICE, MAINTENANCE AND REMOVAL					
					Section Total: \$11,364.65
					Project Total: \$11,364.65

Summary

Current Approved Work:	\$11,364.65
Current Stockpile Advancement:	\$0.00
Current Stockpile Recovery:	\$0.00
Current Retainage:	\$340.94
Current Retainage Released:	\$0.00
Current Liquidated Damages:	\$0.00
Current Adjustment:	\$0.00
Current Payment:	\$11,023.71
Previous Payment:	\$83,218.46

Approved Work To Date:	\$314,961.77
Stockpile Advancement To Date:	\$0.00
Stockpile Recovery To Date:	\$0.00
Retainage To Date:	\$9,448.85
Retainage Released To Date:	\$0.00
Liquidated Damages To Date:	\$0.00
Adjustments To Date:	\$0.00
Payments To Date:	\$305,512.92
Previous Payments To Date:	\$294,489.21

Mayor, City of Clive	Date
Project Engineer, Jonathan Cygan	Date
Field Engineer, Kaleb Randel	Date
Contractor, Absolute Group	Date



Memo

TO: Mayor and Council members

FROM: Alyssa Welling, Administrative Assistant

DATE: October 9, 2025

RE: Approve Pay Request #4 - Absolute Group - Greenbelt Landing Construction Project - \$27,146.25

SYNOPSIS:

Staff recommends approval of Pay Request #4 to Absolute Group for the work completed to date on the Greenbelt Landing Project.

Original contract amount: **\$635,188.00**

Total Change Orders to Date: **\$28,369.81**

Contract + Change Orders: **\$663,557.81**

Pay Request #4: **\$27,146.25**

Total Requested to Date: **\$387,249.38**

Remaining contract amount: **\$276,308.43**

Attachments:

1. Absolute Group Pay App 04 - September
2. Absolute Group Lien Waiver

TO CONTRACTOR:

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

PROJECT:

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

APPLICATION NO: 4**INVOICE NO:** 4**PERIOD:** 09/01/25 - 09/30/25**PROJECT NO:** 23046**CONTRACT NO:** SC-005 Clive Greenbelt
Landing**CONTRACT DATE:** 09/12/2024**CERTIFICATE DATE:** 09/30/2025**SUBMITTED DATE:****FROM SUBCONTRACTOR:**

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

SUBCONTRACT FOR: Absolute Group - BP #32**SUBCONTRACTOR'S APPLICATION FOR PAYMENT**

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

1.	Original Contract Sum		\$635,188.00
2.	Net change by change orders		\$28,369.81
3.	Contract Sum to date (Line 1 ± 2)		\$663,557.81
4.	Total completed and stored to date (Column G on detail sheet)		\$407,630.93
5.	Retainage:		
	a. 5.00% of completed work	\$20,381.55	
	b. 0.00% of stored material	\$0.00	
	Total retainage (Line 5a + 5b or total in column I of detail sheet)		\$20,381.55
6.	Total earned less retainage (Line 4 less Line 5 Total)		\$387,249.38
7.	Less previous certificates for payment (Line 6 from prior certificate)		\$360,103.13
8.	Current payment due:		\$27,146.25
9.	Balance to finish, including retainage (Line 3 less Line 6)		\$276,308.43

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner/Client:	\$28,369.81	\$0.00
Total approved this month:	\$0.00	\$0.00
Totals:	\$28,369.81	\$0.00
Net change by change orders:	\$28,369.81	

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

SUBCONTRACTOR: Absolute Group

By: _____ Date: _____

State of:

County of:

Subscribed and sworn to before
me this _____ day of _____

Notary Public:

My commission expires: _____

Bruce Morrow

Digitally signed by Bruce Morrow
DN:
E=Bruce.Morrow@smithgroup.com,
CN=Bruce Morrow, OU=Users,
OU=MD, DC=smithgroup, DC=com
Reason: I have reviewed this
document
Date: 2025.09.30 20:38:35-05'00'

Drew Johnson

Digitally signed by Drew
Johnson
DN: C=US,
E=drewj@dcigroup-us.com,
CN=Drew Johnson
Date: 2025.10.01
16:14:13-05'00'

Document SUMMARY SHEET, APPLICATION AND CERTIFICATE FOR PAYMENT, containing

Contractor's signed Certification is attached.

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

APPLICATION NUMBER: 4

APPLICATION DATE: 09/26/2025

PERIOD: 09/01/25 - 09/30/25

Contract Lines

A		B	C	D	E	F	G		H	I
ITEM NO.	BUDGET CODE	DESCRIPTION OF WORK	SCHEDULED VALUE	APPROVED WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
				FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
1	32-321300.000.Subcontract BP #32 - Paving	Mobilization	\$15,000.00	\$11,375.00	\$625.00	\$0.00	\$12,000.00	80.00%	\$3,000.00	\$600.00
2	32-321300.000.Subcontract BP #32 - Paving	Paving	\$359,145.50	\$245,567.85	\$26,950.00	\$0.00	\$272,517.85	75.88%	\$86,627.65	\$13,625.89
3	32-321300.000.Subcontract BP #32 - Paving	Sidewalk	\$240,542.50	\$86,646.78	\$0.00	\$0.00	\$86,646.78	36.02%	\$153,895.72	\$4,332.34
4	32-321300.000.Subcontract BP #32 - Paving	Striping/Signage	\$20,500.00	\$16,500.00	\$0.00	\$0.00	\$16,500.00	80.49%	\$4,000.00	\$825.00
TOTALS:			\$635,188.00	\$360,089.63	\$27,575.00	\$0.00	\$387,664.63	61.03%	\$247,523.37	\$19,383.23

Change Orders

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	APPROVED WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	%(G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
5	CCO #001 Absolute Group CO#1								
5.1	PCO #001 CE #001 - Construction Bulleti								
5.1.1	32-321300.000.Subcontract BP #32 - Paving	\$1,000.00	\$0.00	\$1,000.00	\$0.00	\$1,000.00	100.00%	\$0.00	\$50.00
6	CCO #002 Absolute Group CO#2								
6.1	PCO #002 PCO #2 - CE 18, 23, 37, 39								
6.1.1	32-321300.000.Subcontract BP #32 - Paving Concrete Ready Mix Price Increase 2025	\$3,420.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$3,420.00	\$0.00
6.1.2	32-321300.000.Subcontract BP #32 - Paving Additional Sidewalk Replacement in Front of Community Building	\$2,998.80	\$2,998.30	\$0.00	\$0.00	\$2,998.30	99.98%	\$0.50	\$149.92
6.1.3	32-321300.000.Subcontract BP #32 - Paving Asphalt Paving Patch @ Driveway	\$6,350.00	\$6,350.00	\$0.00	\$0.00	\$6,350.00	100.00%	\$0.00	\$317.50
6.1.4	32-321300.000.Subcontract BP #32 - Paving Parking lot and sidewalk paving OT work	\$9,618.00	\$9,618.00	\$0.00	\$0.00	\$9,618.00	100.00%	\$0.00	\$480.90
7	CCO #003 CO#3 Absolute Group								
7.1	PCO #003 CO#3								
7.1.1	32-321300.000.Subcontract BP #32 - Paving Contract Extension	\$4,983.01	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$4,983.01	\$0.00
TOTALS:		\$28,369.81	\$18,966.30	\$1,000.00	\$0.00	\$19,966.30	70.38%	\$8,403.51	\$998.32

Grand Totals

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	APPROVED WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
GRAND TOTALS:		\$663,557.81	\$379,055.93	\$28,575.00	\$0.00	\$407,630.93	61.43%	\$255,926.88	\$20,381.55

AIA Type Document
Application and Certification for Payment

Page 1 of 2

TO (OWNER): City of Clive
1900 NW 114th Str
Clive, IA 50325

PROJECT: Greenbelt Landing
1900 NW 114th Str
Clive, IA 50325

APPLICATION NO: 5
PERIOD TO: 9/30/2025

DISTRIBUTION
TO:
_ OWNER
_ ARCHITECT
_ CONTRACTOR

FROM (CONTRACTOR): Absolute Group Co
PO Box 430
1800 Burr Oak Blvd
Granger, IA 50109

VIA (ARCHITECT):

ARCHITECT'S
PROJECT NO: DCI Group

CONTRACT FOR: 01PM-24011 Greenbelt Landing

CONTRACT DATE:

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM	\$	635,188.50
2. Net Change by Change Orders	\$	22,525.00
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$	657,713.50
4. TOTAL COMPLETED AND STORED TO DATE	\$	407,630.93
5. RETAINAGE:		
a. <u>5.00</u> % of Completed Work	\$	20,381.55
b. <u>0.00</u> % of Stored Material	\$	0.00
Total retainage (Line 5a + 5b)	\$	20,381.55
6. TOTAL EARNED LESS RETAINAGE	\$	387,249.38
(Line 4 less Line 5 Total)		
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	360,103.13
8. CURRENT PAYMENT DUE	\$	27,146.25
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	270,464.12

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	23,386.30	-861.30
Total approved this Month	0.00	0.00
TOTALS	23,386.30	-861.30
NET CHANGES by Change Order	22,525.00	

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

CONTRACTOR: Absolute Group Co
PO Box 430 1800 Burr Oak Blvd
Granger, IA 50109

By: Laney Coenen
Laney Coenen / Accountant

Date: 9.23.25

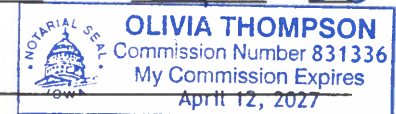
State of: IA

County of: Dallas

Subscribed and Sworn to before me this 23 Day of Sept 2025

Notary Public: Olivia Thompson

My Commission Expires : 4.12.2027



ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED:

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

ARCHITECT:

By: _____ Date: _____

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

AIA Type Document
Application and Certification for Payment

Page 2 of 2

TO (OWNER): City of Clive
1900 NW 114th Str
Clive, IA 50325

PROJECT: Greenbelt Landing
1900 NW 114th Str
Clive , IA 50325

APPLICATION NO: 5
PERIOD TO: 9/30/2025

DISTRIBUTION
TO:
_ **OWNER**
_ **ARCHITECT**
_ **CONTRACTOR**

FROM (CONTRACTOR): Absolute Group Co
PO Box 430
1800 Burr Oak Blvd
Granger, IA 50109

VIA (ARCHITECT):

ARCHITECT'S
PROJECT NO: DCI Group

CONTRACT FOR: 01PM-24011 Greenbelt Landing

CONTRACT DATE:

ITEM	DESCRIPTION	SCHEDULE VALUE	PREVIOUS APPLICATIONS	COMPLETED THIS PERIOD	STORED MATERIAL	COMPLETED STORED	%	BALANCE	RETAINAGE
1	Mobilization	15,000.00	11,375.00	625.00	0.00	12,000.00	80.00	3,000.00	600.00
2	Paving	359,145.50	245,567.85	26,950.00	0.00	272,517.85	75.88	86,627.65	13,625.89
3	Sidewalk	240,543.00	86,646.78	0.00	0.00	86,646.78	36.02	153,896.22	4,332.34
4	Striping/Signage	20,500.00	16,500.00	0.00	0.00	16,500.00	80.49	4,000.00	825.00
CO1	Dry Creek Changes	1,000.00	0.00	1,000.00	0.00	1,000.00	100.00	0.00	50.00
CO2	Next Year Ready Mix	3,420.00	0.00	0.00	0.00	0.00	0.00	3,420.00	0.00
CO3	Additional Sidewalk	2,998.30	2,998.30	0.00	0.00	2,998.30	100.00	0.00	149.92
CO4	Deduct in Sidewalk	-861.30	0.00	0.00	0.00	0.00	0.00	-861.30	0.00
CO5	Temp Asphalt	6,350.00	6,350.00	0.00	0.00	6,350.00	100.00	0.00	317.50
CO6	Overtime Labor 5/10 & 5/17	9,618.00	9,618.00	0.00	0.00	9,618.00	100.00	0.00	480.90
REPORT TOTALS		\$657,713.50	\$379,055.93	\$28,575.00	\$0.00	\$407,630.93	61.98	\$250,082.57	\$20,381.55

WAIVER OF LIEN TO DATE

STATE OF Iowa)

Project Name: Greenbelt
Landing

_____) ss:
COUNTY OF Dallas

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

The undersigned, for and in consideration of the sum of \$27,146.25 Dollars as a partial payment for its furnishing of labor and material for the above-referenced Project, ~~the receipt of which is hereby acknowledged~~, does hereby waive, release, and discharge any lien claim or lien right it has or could have under the statutes of the State of Iowa to the extent of the partial payment made in exchange for this partial lien release against the above described premises, for material furnished or labor performed to this date. The undersigned states that this partial lien release is not intended to and does not release any lien claims or rights for work, labor, or materials for which payment has not yet been received by the undersigned. ^{>upon receipt} (9/30/2025)

Dated at **Des Moines, IA**, on the 1st day of October, 2025.

By:

Clivia Thompson - Accountant



Memo

TO: Mayor and Council members

FROM: Jonathan Cygan, Civil Engineer

DATE: October 9, 2025

RE: Approve Pay Request #6 - Caliber Concrete - 2025 NW 138th St HMA Overlay - \$17,962.90

SYNOPSIS:

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

Pay Estimate #6 - \$17,962.90

A breakdown of the contract status is as follows:

Amended Contract Amount	- \$760,534.69
Paid to Date	- <u>\$722,990.01</u>
Contract Remaining	- \$37,544.68

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

Attachments:

1. Pay Request #1



City of Clive

Payment Invoice

NW 138TH STREET HMA OVERLAY

Description	Full depth patching and HMA overlay of NW 138th St. and Lake Point.
Payment Number	6
Pay Period	09/03/2025 to 09/30/2025
Approval Date	10/09/2025
Prime Contractor	Caliber Concrete, LLC 1617 280th ST Adair, IA 50002
Payment Status	Pending
Awarded Project Amount	\$770,789.72
Authorized Amount	\$760,534.69

Line Number	Item	Unit	Current Paid Quantity	Unit Price	Amount
Section: 1 Description					
0050	2435-0600010	EACH	2.900	\$3,200.000	\$9,280.00
MANHOLE ADJUSTMENT, MINOR					
0070	2512-1725306	LF	11.700	\$65.120	\$761.90
CURB AND GUTTER, P.C. CONCRETE, 3.0 FT.					
0110	25-009	LS	1.000	\$495.000	\$495.00
HMA PAVEMENT SAMPLES AND TESTING					
0120	25-010	SY	13.000	\$9.000	\$117.00
REMOVAL OF SIDEWALK					
0130	25-011	LF	11.700	\$6.000	\$70.20
REMOVAL OF CURB					
0140	25-012	SY	49.070	\$64.740	\$3,176.79
Project Total:					\$18,882.94

Line Number	Item	Unit	Current Paid Quantity	Unit Price	Amount
SIDEWALK, PCC, 4".					
0170	25-015	SY	4.440	\$108.570	\$482.05
FULL DEPTH PATCHES					
0290	2435-0600020	EACH	1.000	\$4,500.000	\$4,500.00
MANHOLE ADJUSTMENT, MAJOR					
					Section Total: \$18,882.94
					Project Total: \$18,882.94

Summary

Current Approved Work:	\$18,882.94	Approved Work To Date:	\$761,016.74
Current Stockpile Advancement:	\$0.00	Stockpile Advancement To Date:	\$0.00
Current Stockpile Recovery:	\$0.00	Stockpile Recovery To Date:	\$0.00
Current Retainage:	\$920.04	Retainage To Date:	\$38,026.73
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:	\$17,962.90	Payments To Date:	\$722,990.01
Previous Payment:	\$41,831.26	Previous Payments To Date:	\$705,027.11

Mayor, City of Clive

Date

Project Engineer, Jonathan Cygan

Date

Field Engineer, Kaleb Randel

Date

Contractor, Caliber Concrete, LLC

Date



Memo

TO: Mayor and Council members

FROM: Alyssa Welling, Administrative Assistant

DATE: October 9, 2025

RE: Approve Pay Request #6 - Country Landscapes - Greenbelt Landing Construction Project - \$35,031.88

SYNOPSIS:

Staff recommends approval of Pay Request #6 to Country Landscapes for the work completed to date on the Greenbelt Landing Project.

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

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

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

Pay Request #6: **\$35,031.88**

Total Requested to Date: **\$313,038.89**

Remaining contract amount: **\$629,581.11**

Attachments:

1. Country Landscapes Pay App 06 - September

TO CONTRACTOR:

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

PROJECT:

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

APPLICATION NO: 6**INVOICE NO:** 6**PERIOD:** 09/01/25 - 09/30/25**PROJECT NO:** 23046**CONTRACT NO:** SC-006 Clive Greenbelt
Landing**CONTRACT DATE:** 09/12/2024**CERTIFICATE DATE:** 09/30/2025**SUBMITTED DATE:****FROM SUBCONTRACTOR:**

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

SUBCONTRACT FOR: Country Landscapes - BP #32.1**SUBCONTRACTOR'S APPLICATION FOR PAYMENT**

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

1.	Original Contract Sum		\$925,000.00
2.	Net change by change orders		\$17,620.00
3.	Contract Sum to date (Line 1 ± 2)		\$942,620.00
4.	Total completed and stored to date (Column G on detail sheet)		\$329,514.63
5.	Retainage:		
	a. 5.00% of completed work	\$10,438.61	
	b. 5.00% of stored material	\$6,037.13	
	Total retainage (Line 5a + 5b or total in column I of detail sheet)		\$16,475.74
6.	Total earned less retainage (Line 4 less Line 5 Total)		\$313,038.89
7.	Less previous certificates for payment (Line 6 from prior certificate)		\$278,007.01
8.	Current payment due:		\$35,031.88
9.	Balance to finish, including retainage (Line 3 less Line 6)		\$629,581.11

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

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

SUBCONTRACTOR: Country Landscapes, Inc.

By: _____ Date: _____

State of:

County of:

Subscribed and sworn to before
me this _____ day of _____

Notary Public:

My commission expires: _____

Bruce Morrow

Digitally signed by Bruce Morrow
DN:
E=Bruce.Morrow@smithgroup.com,
OU=Smith Group, OU=Users,
OU=MO, DC=smithgroup, DC=com
Reason: I have reviewed this
document
Date: 2025.09.30 20:36:13-05'00'

Drew Johnson

Digitally signed by Drew
Johnson
DN: C=US,
E=drewj@dcigroup-us.com,
CN=Drew Johnson
Date: 2025.09.30
21:31:18-05'00'

Document SUMMARY SHEET, APPLICATION AND CERTIFICATE FOR PAYMENT, containing

Contractor's signed Certification is attached.

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

APPLICATION NUMBER: 6

APPLICATION DATE: 09/26/2025

PERIOD: 09/01/25 - 09/30/25

Contract Lines

A		B	C	D	E	F	G		H	I
ITEM NO.	BUDGET CODE	DESCRIPTION OF WORK	SCHEDULED VALUE	APPROVED WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
				FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
1	32-329000.000.Subcontract BP #32.1 - Landscaping	Landscaping	\$76,894.22	\$870.51	\$0.00	\$0.00	\$870.51	1.13%	\$76,023.71	\$43.53
2	32-329000.000.Subcontract BP #32.1 - Landscaping	Sodding/Seeding	\$110,837.64	\$10,462.48	\$0.00	\$0.00	\$10,462.48	9.44%	\$100,375.16	\$523.12
3	32-329000.000.Subcontract BP #32.1 - Landscaping	Irrigation	\$67,775.00	\$44,446.85	\$0.00	\$0.00	\$44,446.85	65.58%	\$23,328.15	\$2,222.34
4	32-329000.000.Subcontract BP #32.1 - Landscaping	Aggregate Paving	\$150,159.52	\$15,912.31	\$0.00	\$97,548.22	\$113,460.53	75.56%	\$36,698.99	\$5,673.03
5	32-329000.000.Subcontract BP #32.1 - Landscaping	Landscaping Stone	\$169,359.98	\$77,493.60	\$36,875.66	\$14,100.00	\$128,469.26	75.86%	\$40,890.72	\$6,423.46
6	32-329000.000.Subcontract BP #32.1 - Landscaping	Stone Block Wall	\$208,101.24	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$208,101.24	\$0.00
7	32-329000.000.Subcontract BP #32.1 - Landscaping	Accent Planting Soils	\$91,872.40	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$91,872.40	\$0.00
8	32-329000.000.Subcontract BP #32.1 - Landscaping	Project Management	\$50,000.00	\$22,710.62	\$0.00	\$9,094.38	\$31,805.00	63.61%	\$18,195.00	\$1,590.26
TOTALS:			\$925,000.00	\$171,896.37	\$36,875.66	\$120,742.60	\$329,514.63	35.62%	\$595,485.37	\$16,475.74

Change Orders

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

Grand Totals

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	APPROVED WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
GRAND TOTALS:		\$942,620.00	\$171,896.37	\$36,875.66	\$120,742.60	\$329,514.63	34.96%	\$613,105.37	\$16,475.74

WAIVER OF LIEN TO DATE

STATE OF Iowa)
) ss:
COUNTY OF Polk)

Project Name: **Greenbelt Landing**

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

The undersigned, for and in consideration of the sum of **Thirty Six Thousand Eight Hundred Seventy Five Dollars & 66/cents (\$36,875.66)** as a partial payment for its furnishing of labor and material for the above-referenced Project, the receipt of which is hereby acknowledged, does hereby waive, release, and discharge any lien claim or lien right it has or could have under the statutes of the State of Iowa to the extent of the partial payment made in exchange for this partial lien release against the above described premises, for material furnished or labor performed to this date. The undersigned states that this partial lien release is not intended to and does not release any lien claims or rights for work, labor, or materials for which payment has not yet been received by the undersigned.

Dated at **Ames, IA**, on the **29th** day of **September, 2025**.

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

By: *Zach Steckly*
Accountant



Memo

TO: Mayor and Council members

FROM: Matt McQuillen, City Manager

DATE: October 9, 2025

RE: Approve Pay Request #7 - DeVries Electric - City Hall-Library Phase 1 Remodel Project - \$16,138.48

SYNOPSIS:

Staff is recommending approval of pay request #7 to DeVries Electric for construction completed on phase 1 of the City Hall & Library Renovation Project. DeVries is responsible for Prime Contracts #5 – Electrical & Low Voltage. The pay request was reviewed by the City's Construction Manager and Architect prior to this consideration for approval.

Prime Construction Contract #5 – Electrical & Low Voltage

Contract Amount	\$ 613,400.00	Contract Approved 12/12/24
Change Order #1	\$ 1,331.77	Approved by City Council 3/13/25
Change Order #2	\$ 3,447.62	Approved by CM 3/4/25
Change Order #3	\$ 5,241.59	Approved by CM 5/7/25
Change Order #4	\$ 15,521.78	Approved by CM 7/7/25
Change Order #5	\$ 1,447.85	Approved by CM 7/23/25
Change Order #6	\$ 183.02	Approved by CM 9/8/25
Revised Contract Amount	\$ 640,573.63	

Pay Request #1	\$ 86,239.10	Approved 3/13/25
Pay Request #2	\$ 63,765.90	Approved 4/10/25
Pay Request #3	\$ 183,068.80	Approved 5/22/25
Pay Request #4	\$ 88,331.00	Approved 6/12/25
Pay Request #5	\$ 23,663.92	Approved 7/10/25
Pay Request #6	\$ 147,337.75	Approved 9/11/25
Pay Request #7	\$ 16,138.48	
Balance Remaining	\$ 32,028.68	

5% Retainage Held \$ 32,028.68

Total – Pay Request #7 \$ 16,138.48

Acct # 350-5750-6799

Attachments:

1. DeVries Pay App 7

TO CONTRACTOR:

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

PROJECT:

Clive City Hall Renovation
1900 NW 114th St
Clive, Iowa 50325

APPLICATION NO: 7**INVOICE NO:** 7**PERIOD:** 09/01/25 - 09/30/25**PROJECT NO:** 23048**CONTRACT NO:** SC-005 Clive City Hall**CONTRACT DATE:** 12/12/2024**CERTIFICATE DATE:** 10/01/2025**SUBMITTED DATE:****FROM SUBCONTRACTOR:**

DeVries Electric
One Progressive Dr. P.O. Box 260
Pella, Iowa 50219

SUBCONTRACT FOR: BP #5 Electrical**SUBCONTRACTOR'S APPLICATION FOR PAYMENT**

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

1.	Original Contract Sum	\$613,400.00
2.	Net change by change orders	\$27,173.63
3.	Contract Sum to date (Line 1 ± 2)	\$640,573.63
4.	Total completed and stored to date (Column G on detail sheet)	\$640,573.63
5.	Retainage:	
a.	5.00% of completed work	\$32,028.68
b.	0.00% of stored material	\$0.00
	Total retainage (Line 5a + 5b or total in column I of detail sheet)	\$32,028.68
6.	Total earned less retainage (Line 4 less Line 5 Total)	\$608,544.95
7.	Less previous certificates for payment (Line 6 from prior certificate)	\$592,406.47
8.	Current payment due:	\$16,138.48
9.	Balance to finish, including retainage (Line 3 less Line 6)	\$32,028.68

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner/Client:	\$27,761.61	\$(771.00)
Total approved this month:	\$985.64	\$(802.62)
Totals:	\$28,747.25	\$(1,573.62)
Net change by change orders:	\$27,173.63	

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

SUBCONTRACTOR: DeVries Electric

By: _____ Date: _____

State of:

County of:

Subscribed and sworn to before

me this _____ day of _____

Notary Public:

My commission expires:

This pay application has
been reviewed by OPN
architects without exception.

10/01/2025



Thomas
Thatcher
2025.10.01
16:16:48-05'00'

Drew Johnson

Digitally signed by Drew
Johnson
DN: C=US,
E=drewj@dcigroup-us.com,
CN=Drew Johnson
Date: 2025.10.01
16:23:01-05'00'

Document SUMMARY SHEET, APPLICATION AND CERTIFICATE FOR PAYMENT, containing

Contractor's signed Certification is attached.

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

APPLICATION NUMBER: 7

APPLICATION DATE: 09/25/2025

PERIOD: 09/01/25 - 09/30/25

Contract Lines

A		B	C	D	E	F	G		H	I
ITEM NO.	BUDGET CODE	DESCRIPTION OF WORK	SCHEDULED VALUE	APPROVED WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	%(G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
				FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
1	26-260000.000.Subcontract BP #5 Electrical	Rough-in Conduit, Boxes, Fittings - Material	\$92,400.00	\$91,855.00	\$545.00	\$0.00	\$92,400.00	100.00%	\$0.00	\$4,620.00
2	26-260000.000.Subcontract BP #5 Electrical	Rough-in Conduit, Boxes, Fittings - Labor	\$38,000.00	\$37,059.00	\$941.00	\$0.00	\$38,000.00	100.00%	\$0.00	\$1,900.00
3	26-260000.000.Subcontract BP #5 Electrical	Transformers, Breakers, Panelboards, UPC - Material	\$10,000.00	\$10,000.00	\$0.00	\$0.00	\$10,000.00	100.00%	\$0.00	\$500.00
4	26-260000.000.Subcontract BP #5 Electrical	Transformers, Breakers, Panelboards, UPC - Labor	\$2,000.00	\$2,000.00	\$0.00	\$0.00	\$2,000.00	100.00%	\$0.00	\$100.00
5	26-260000.000.Subcontract BP #5 Electrical	Lighting Fixtures, Controls - Material	\$63,000.00	\$62,650.00	\$350.00	\$0.00	\$63,000.00	100.00%	\$0.00	\$3,150.00
6	26-260000.000.Subcontract BP #5 Electrical	Lighting Fixtures Controls - Labor	\$6,000.00	\$6,000.00	\$0.00	\$0.00	\$6,000.00	100.00%	\$0.00	\$300.00
7	26-260000.000.Subcontract BP #5 Electrical	Access Control, Audio Video, Intrusion - Material	\$200,000.00	\$200,000.00	\$0.00	\$0.00	\$200,000.00	100.00%	\$0.00	\$10,000.00
8	26-260000.000.Subcontract BP #5 Electrical	Access Control, Audio Video, Intrusion - Labor	\$92,000.00	\$92,000.00	\$0.00	\$0.00	\$92,000.00	100.00%	\$0.00	\$4,600.00
9	26-260000.000.Subcontract BP #5 Electrical	Fire Alarm System - Material	\$17,000.00	\$17,000.00	\$0.00	\$0.00	\$17,000.00	100.00%	\$0.00	\$850.00
10	26-260000.000.Subcontract BP #5 Electrical	Fire Alarm System - Labor	\$3,000.00	\$3,000.00	\$0.00	\$0.00	\$3,000.00	100.00%	\$0.00	\$150.00
11	26-260000.000.Subcontract BP #5 Electrical	Conductors - Copper, Feeder, Branch Wiring - Material	\$46,000.00	\$46,000.00	\$0.00	\$0.00	\$46,000.00	100.00%	\$0.00	\$2,300.00
12	26-260000.000.Subcontract BP #5 Electrical	Conductors - Copper, Feeder, Branch Wiring - Labor	\$4,000.00	\$4,000.00	\$0.00	\$0.00	\$4,000.00	100.00%	\$0.00	\$200.00
13	26-260000.000.Subcontract BP #5 Electrical	Data, Equipment, Cabling - Material	\$22,000.00	\$22,000.00	\$0.00	\$0.00	\$22,000.00	100.00%	\$0.00	\$1,100.00
14	26-260000.000.Subcontract BP #5 Electrical	Data, Equipment, Cabling - Labor	\$11,000.00	\$11,000.00	\$0.00	\$0.00	\$11,000.00	100.00%	\$0.00	\$550.00
15	26-260000.000.Subcontract BP #5 Electrical	Finish Devices, Switches, Outlets, Floor Boxes - Material	\$5,000.00	\$5,000.00	\$0.00	\$0.00	\$5,000.00	100.00%	\$0.00	\$250.00
16	26-260000.000.Subcontract	Finish Devices, Switches, Outlets, Floor Boxes - Labor	\$2,000.00	\$2,000.00	\$0.00	\$0.00	\$2,000.00	100.00%	\$0.00	\$100.00

A		B	C	D	E	F	G		H	I
ITEM NO.	BUDGET CODE	DESCRIPTION OF WORK	SCHEDULED VALUE	APPROVED WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
				FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
	BP #5 Electrical									
TOTALS:			\$613,400.00	\$611,564.00	\$1,836.00	\$0.00	\$613,400.00	100.00%	\$0.00	\$30,670.00

Change Orders

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	APPROVED WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	%(G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
17	CCO #001 DeVries CO#1								
17.1	PCO #002 CE #003 - New Sliding Entry Do								
17.1.1	26-260000.000.Subcontract BP #5 Electrical	\$1,331.77	\$1,331.77	\$0.00	\$0.00	\$1,331.77	100.00%	\$0.00	\$66.59
18	CCO #002 DeVries CO#2								
18.1	PCO #001 CE #002 - ITC 01 Audio Visual								
18.1.1	26-260000.000.Subcontract BP #5 Electrical	\$734.24	\$734.24	\$0.00	\$0.00	\$734.24	100.00%	\$0.00	\$36.71
18.1.2	26-260000.000.Subcontract BP #5 Electrical	\$2,713.38	\$2,713.38	\$0.00	\$0.00	\$2,713.38	100.00%	\$0.00	\$135.67
19	CCO #003 DeVries CO#3								
19.1	PCO #003 DeVries PCO#3								
19.1.1	26-260000.000.Subcontract BP #5 Electrical ITC 6	\$6,012.59	\$6,012.59	\$0.00	\$0.00	\$6,012.59	100.00%	\$0.00	\$300.63
19.1.2	26-260000.000.Subcontract BP #5 Electrical ITC 07	\$(771.00)	\$(771.00)	\$0.00	\$0.00	\$(771.00)	100.00%	\$0.00	\$(38.55)
20	CCO #004 DeVries CO#4								
20.1	PCO #004 PCO #4 - DeVries								
20.1.1	26-260000.000.Subcontract BP #5 Electrical ITC 08	\$572.62	\$572.62	\$0.00	\$0.00	\$572.62	100.00%	\$0.00	\$28.63
20.1.2	26-260000.000.Subcontract BP #5 Electrical ITC 10 and 11	\$14,949.16	\$1,428.16	\$13,521.00	\$0.00	\$14,949.16	100.00%	\$0.00	\$747.46
21	CCO #005 DeVries CO#5								
21.1	PCO #005 CO#5 DeVries								
21.1.1	26-260000.000.Subcontract BP #5 Electrical New 2" Data Conduit IT 258	\$223.02	\$0.00	\$223.02	\$0.00	\$223.02	100.00%	\$0.00	\$11.15
21.1.2	26-260000.000.Subcontract BP #5 Electrical RFI #64 Library Can Light Switches	\$1,224.83	\$0.00	\$1,224.83	\$0.00	\$1,224.83	100.00%	\$0.00	\$61.24
22	CCO #006 DeVries CO#6								
22.1	PCO #006 DeVries CO #6								
22.1.1	26-260000.000.Subcontract BP #5 Electrical Door 212A Automatic Operator Power	\$439.36	\$0.00	\$439.36	\$0.00	\$439.36	100.00%	\$0.00	\$21.97
22.1.2	26-260000.000.Subcontract BP #5 Electrical Install data port @ RFID gate	\$546.28	\$0.00	\$546.28	\$0.00	\$546.28	100.00%	\$0.00	\$27.31
22.1.3	26-260000.000.Subcontract BP #5 Electrical Electrical Deduct	\$(802.62)	\$0.00	\$(802.62)	\$0.00	\$(802.62)	100.00%	\$0.00	\$(40.13)
TOTALS:		\$27,173.63	\$12,021.76	\$15,151.87	\$0.00	\$27,173.63	100.00%	\$0.00	\$1,358.68

Grand Totals

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	APPROVED WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
GRAND TOTALS:		\$640,573.63	\$623,585.76	\$16,987.87	\$0.00	\$640,573.63	100.00%	\$0.00	\$32,028.68

WAIVER OF LIEN TO DATE

STATE OF Iowa)
) ss:
COUNTY OF Marion)

Project Name: Clive City Hall
and Library

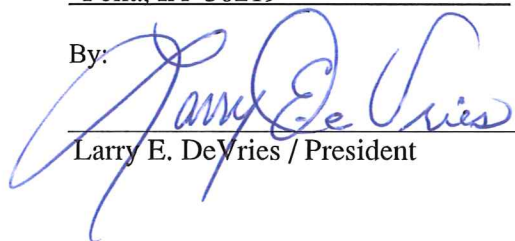
WHEREAS, the undersigned has contracted with City of Clive having furnished material or labor for, or performed labor upon, a building or land for improvement, alteration or repair thereof, situated on or being real estate described as (legal description or street address of premises):
1900 NW 114th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

The undersigned, for and in consideration of the sum of 592,406.47 Dollars as a partial payment for its furnishing of labor and material for the above-referenced Project, the receipt of which is hereby acknowledged, does hereby waive, release, and discharge any lien claim or lien right it has or could have under the statutes of the State of Iowa to the extent of the partial payment made in exchange for this partial lien release against the above described premises, for material furnished or labor performed to this date. The undersigned states that this partial lien release is not intended to and does not release any lien claims or rights for work, labor, or materials for which payment has not yet been received by the undersigned.

Dated at Pella, IA, on the 24th day of Sept, 2025.

DeVries Electric, Inc.
One Progressive Drive
Pella, IA 50219

By:



Larry E. DeVries / President

Document G732™ – 2009

Application and Certificate for Payment, Construction Manager as Adviser Edition

TO OWNER: DCI GROUP 220 SE 6TH STREET, STE. 200 DES MOINES, IA 50309	PROJECT: CLIVE CITY HALL & LIBRARY RENOVATION 1900 NW 114TH STREET CLIVE, IA 50325	APPLICATION NO: 7	DISTRIBUTION TO: OWNER ☐ CONSTRUCTION MANAGER ☐ ARCHITECT ☐ CONTRACTOR ☐ FIELD ☐ OTHER ☐
FROM CONTRACTOR: DE VRIES ELECTRIC, INC. P.O. BOX 260 ONE PROGRESSIVE DRIVE PELLA, IA 50219	VIA CONSTRUCTION MANAGER:	PERIOD TO: 9/25/2025 CONTRACT DATE: 12/18/2024 PROJECT NOS: / /	
CONTRACT FOR: ELECTRICAL	VIA ARCHITECT: OPN ARCHITECTS		

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM.....	\$ 613,400.00
2. NET CHANGES IN THE WORK.....	\$ 27,173.63
3. CONTRACT SUM TO DATE (Line 1 ± 2)	\$ 640,573.63
4. TOTAL COMPLETED AND STORED TO DATE (Column G on G703)	\$ 640,573.63
5. RETAINAGE:	
a. <u>5</u> % of Completed Work (Column D + E on G703)	\$ 32,028.68
b. <u>0</u> % of Stored Material (Column F on G703)	\$ 0.00
Total Retainage (Lines 5a + 5b, or Total in Column I on G703)	\$ 32,028.68
6. TOTAL EARNED LESS RETAINAGE.....	\$ 608,544.95
(Line 4 minus Line 5 Total)	
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT.....	592,406.47
(Line 6 from prior Certificate)	
8. CURRENT PAYMENT DUE.....	\$ 16,138.48
9. BALANCE TO FINISH, INCLUDING RETAINAGE	
(Line 3 minus Line 6)	\$ 32,028.68

SUMMARY OF CHANGES IN THE WORK	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$ 26,990.61	\$ 0.00
Total approved this month, including Construction Change Directives	\$ 183.02	\$ 0.00
TOTALS	\$ 27,173.63	\$ 0.00
NET CHANGES IN THE WORK	\$ 27,173.63	

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: DE VRIES ELECTRIC, INC.

By: Diane Van Vark

Date: 09-24-25

State of: Iowa

County of: Marion

Subscribed and sworn to before me this 24th day of September, 2025

Notary Public: Diane Van Vark

My Commission expires: 12-22-27



CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on evaluations of the Work and the data comprising this application, the Construction Manager and Architect certify to the Owner that to the best of their knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED..... \$

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

CONSTRUCTION MANAGER:

By: _____ Date: _____

ARCHITECT: (NOTE: If Multiple Prime Contractors are responsible for performing portions of the Project, the Architect's Certification is not required.)

By: _____ Date: _____

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

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

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CONTINUATION SHEET

AIA DOCUMENT G703 (Instructions on reverse side)

PAGE 1 OF 1 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.: 7
APPLICATION DATE: 9/24/2025
PERIOD TO: 9/25/2025
ARCHITECT'S PROJECT NO.:

ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	G		BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE) RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)		
A	ROUGH-IN CONDUIT, BOXES, FITTINGS	92,400.00	91,855.00	545.00	0.00	92,400.00	100	0.00	4,620.00
B	LABOR	38,000.00	37,059.00	941.00	0.00	38,000.00	100	0.00	1,900.00
C	TRANSFORMER, BREAKERS, PANELBOARDS, UPS	10,000.00	10,000.00	0.00	0.00	10,000.00	100	0.00	500.00
D	LABOR	2,000.00	2,000.00	0.00	0.00	2,000.00	100	0.00	100.00
E	LIGHTING FIXTURES, CONTROLS	63,000.00	62,650.00	350.00	0.00	63,000.00	100	0.00	3,150.00
F	LABOR	6,000.00	6,000.00	0.00	0.00	6,000.00	100	0.00	300.00
G	ACCESS CONTROL, AUDIO VIDEO, INTRUSION	200,000.00	200,000.00	0.00	0.00	200,000.00	100	0.00	10,000.00
H	LABOR	92,000.00	92,000.00	0.00	0.00	92,000.00	100	0.00	4,600.00
I	FIRE ALARM SYSTEM	17,000.00	17,000.00	0.00	0.00	17,000.00	100	0.00	850.00
J	LABOR	3,000.00	3,000.00	0.00	0.00	3,000.00	100	0.00	150.00
K	CONDUCTORS-COPPER, FEEDER, BRANCH WIRING	46,000.00	46,000.00	0.00	0.00	46,000.00	100	0.00	2,300.00
L	LABOR	4,000.00	4,000.00	0.00	0.00	4,000.00	100	0.00	200.00
M	DATA, EQUIPMENT, CABLING	22,000.00	22,000.00	0.00	0.00	22,000.00	100	0.00	1,100.00
N	LABOR	11,000.00	11,000.00	0.00	0.00	11,000.00	100	0.00	550.00
O	FINISH DEVICES, SWITCHES, OUTLETS, FLOOR BOXES	5,000.00	5,000.00	0.00	0.00	5,000.00	100	0.00	250.00
P	LABOR	2,000.00	2,000.00	0.00	0.00	2,000.00	100	0.00	100.00
1	CHANGE ORDER #1	1,331.77	1,331.77	0.00	0.00	1,331.77	100	0.00	66.59
2	CHANGE ORDER #2	3,447.62	3,447.62	0.00	0.00	3,447.62	100	0.00	172.38



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G703-1992

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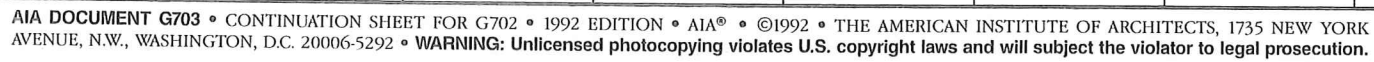
CONTINUATION SHEET AIA DOCUMENT G703 (Instructions on reverse side)

PAGE OF PAGES

APPLICATION NO.: 7
APPLICATION DATE: 9/24/2025
PERIOD TO: 9/25/2025

ARCHITECT'S PROJECT NO.:

ARCHITECT'S PROJECT NO.:

[illegible]

G703-1992

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Memo

TO: Mayor and Council members

FROM: Matt McQuillen, City Manager

DATE: October 9, 2025

RE: Approve Pay Request #7 - Dahl Air Conditioning & Heating - City Hall-Library Remodel Phase 1 Project - \$1,085.85

SYNOPSIS:

Staff is recommending approval of pay request #7 to Dahl Air Conditioning & Heating LLC for construction completed on phase 1 of the City Hall & Library Renovation Project. Dahl is responsible for Prime Contracts #3 – Mechanical. The pay request was reviewed by the City's Construction Manager and Architect prior to this consideration for approval.

Prime Construction Contract #3 – Mechanical

Contract Amount	\$ 290,925.00	Contract Approved 12/12/24
Change Order #1	\$ 1,143.00	Approved by CM 8/22/25
Revised Contract Amount	\$ 292,068.00	
Pay Request #1	\$ 39,468.70	Approved 2/14/25
Pay Request #2	\$ 44,692.75	Approved 3/13/25
Pay Request #3	\$ 46,333.40	Approved 4/10/25
Pay Request #4	\$ 111,787.45	Approved 5/22/25
Pay Request #5	\$ 16,882.45	Approved 6/12/25
Pay Request #6	\$ 17,214.00	Approved 8/14/25
Pay Request #7	\$ 1,085.85	
Balance Remaining	\$ 14,603.40	
5% Retainage Held	\$ 14,603.40	
Total – Pay Request #7	\$ 1,085.85	

Acct # 350-5750-6799

Attachments:

1. Dahl Pay App 7

TO CONTRACTOR:

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

PROJECT:

Clive City Hall Renovation
1900 NW 114th St
Clive, Iowa 50325

APPLICATION NO: 7**INVOICE NO:** 7**PERIOD:** 09/01/25 - 09/30/25**PROJECT NO:** 23048**CONTRACT NO:** SC-003 Clive City Hall**CONTRACT DATE:** 12/12/2024**CERTIFICATE DATE:** 10/02/2025**SUBMITTED DATE:****FROM SUBCONTRACTOR:**

Dahl Heating & Air Conditioning
2000 Ash Street PO Box 560
DeSoto, Iowa 50069

SUBCONTRACT FOR: BP #3 Mechanical**SUBCONTRACTOR'S APPLICATION FOR PAYMENT**

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

1.	Original Contract Sum	\$290,925.00
2.	Net change by change orders	\$1,143.00
3.	Contract Sum to date (Line 1 ± 2)	\$292,068.00
4.	Total completed and stored to date (Column G on detail sheet)	\$292,068.00
5.	Retainage:	
	a. 5.00% of completed work	\$14,603.40
	b. 0.00% of stored material	\$0.00
	Total retainage (Line 5a + 5b or total in column I of detail sheet)	\$14,603.40
6.	Total earned less retainage (Line 4 less Line 5 Total)	\$277,464.60
7.	Less previous certificates for payment (Line 6 from prior certificate)	\$276,378.75
8.	Current payment due:	\$1,085.85
9.	Balance to finish, including retainage (Line 3 less Line 6)	\$14,603.40

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner/Client:	\$0.00	\$0.00
Total approved this month:	\$1,143.00	\$0.00
Totals:	\$1,143.00	\$0.00
Net change by change orders:	\$1,143.00	

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

SUBCONTRACTOR: Dahl Heating & Air Conditioning**By:** _____ **Date:** _____**State of:****County of:****Subscribed and sworn to before**
me this _____ day of _____**Notary Public:****My commission expires:**

This pay application has
been reviewed by OPN
architects without exception.

10/01/2025

Drew Johnson

Digitally signed by Drew
Johnson
DN: C=US,
E=drewj@dcigroup-us.com,
CN=Drew Johnson
Date: 2025.10.02
09:27:47-05'00'

Document SUMMARY SHEET, APPLICATION AND CERTIFICATE FOR PAYMENT, containing

Contractor's signed Certification is attached.

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

APPLICATION NUMBER: 7

APPLICATION DATE: 09/25/2025

PERIOD: 09/01/25 - 09/30/25

Contract Lines

A		B	C	D	E	F	G		H	I
ITEM NO.	BUDGET CODE	DESCRIPTION OF WORK	SCHEDULED VALUE	APPROVED WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	%(G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
				FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
1	23-230000.000.Subcontract Bid Package #3 Mechanical	Mobilization & Submittals	\$25,958.00	\$25,958.00	\$0.00	\$0.00	\$25,958.00	100.00%	\$0.00	\$1,297.90
2	23-230000.000.Subcontract Bid Package #3 Mechanical	Demolition	\$16,774.00	\$16,774.00	\$0.00	\$0.00	\$16,774.00	100.00%	\$0.00	\$838.70
3	23-230000.000.Subcontract Bid Package #3 Mechanical	Ductwork and Accessories - Material	\$28,958.00	\$28,958.00	\$0.00	\$0.00	\$28,958.00	100.00%	\$0.00	\$1,447.90
4	23-230000.000.Subcontract Bid Package #3 Mechanical	Ductwork and Accessories - Labor	\$11,032.00	\$11,032.00	\$0.00	\$0.00	\$11,032.00	100.00%	\$0.00	\$551.60
5	23-230000.000.Subcontract Bid Package #3 Mechanical	Roof Top Units - Material	\$106,529.00	\$106,529.00	\$0.00	\$0.00	\$106,529.00	100.00%	\$0.00	\$5,326.45
6	23-230000.000.Subcontract Bid Package #3 Mechanical	Roof Top Units - Labor	\$2,856.00	\$2,856.00	\$0.00	\$0.00	\$2,856.00	100.00%	\$0.00	\$142.80
7	23-230000.000.Subcontract Bid Package #3 Mechanical	GRD's - Material	\$6,985.00	\$6,985.00	\$0.00	\$0.00	\$6,985.00	100.00%	\$0.00	\$349.25
8	23-230000.000.Subcontract Bid Package #3 Mechanical	GRD's - Labor	\$1,598.00	\$1,598.00	\$0.00	\$0.00	\$1,598.00	100.00%	\$0.00	\$79.90
9	23-230000.000.Subcontract Bid Package #3 Mechanical	Testing, Adjusting, & Balancing	\$8,120.00	\$8,120.00	\$0.00	\$0.00	\$8,120.00	100.00%	\$0.00	\$406.00
10	23-230000.000.Subcontract Bid Package #3 Mechanical	Duct Wrap Insulation	\$2,200.00	\$2,200.00	\$0.00	\$0.00	\$2,200.00	100.00%	\$0.00	\$110.00
11	23-230000.000.Subcontract Bid Package #3 Mechanical	Temperature Control	\$79,915.00	\$79,915.00	\$0.00	\$0.00	\$79,915.00	100.00%	\$0.00	\$3,995.75
TOTALS:			\$290,925.00	\$290,925.00	\$0.00	\$0.00	\$290,925.00	100.00%	\$0.00	\$14,546.25

Change Orders

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	APPROVED WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
12	CCO #001 Dahl CO #1								
12.1	PCO #001 CO#1 Dahl								
12.1.1	23-230000.000.Subcontract Bid Package #3 Mechanical Install (3) Return Grilles	\$1,143.00	\$0.00	\$1,143.00	\$0.00	\$1,143.00	100.00%	\$0.00	\$57.15
TOTALS:		\$1,143.00	\$0.00	\$1,143.00	\$0.00	\$1,143.00	100.00%	\$0.00	\$57.15

Grand Totals

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	APPROVED WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
GRAND TOTALS:		\$292,068.00	\$290,925.00	\$1,143.00	\$0.00	\$292,068.00	100.00%	\$0.00	\$14,603.40

LIEN WAIVER

1. IDENTIFYING INFORMATION.

Claimant Name: Dahl Air Conditioning & Heating LLC
Customer Name: City of Clive
Job Location: 1900 NW 114th Street Clive, IA
Owner: City of Clive
Through Date: * 06/13/25 (*for progress payments ONLY)

2. WAIVER TYPE. (CHECK ONE)

A. ☐ - UNCONDITIONAL Waiver for PARTIAL / PROGRESS Payment

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

\$

B. ☐ - UNCONDITIONAL Waiver for FULL Payment

This document waives and releases lien, stop payment notice, and payment bond rights the claimant has for all labor and service provided, and equipment and material delivered, to the customer on this job. Rights based upon labor or service provided, or equipment or material delivered, pursuant to a written change order that has been fully executed by the parties prior to the date that this document is signed by the claimant, are waived and released by this document, unless listed as an Exception below. The claimant has been paid in full.

C. ☒ - CONDITIONAL Waiver for PARTIAL / PROGRESS Payment

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

Maker of Check: City of Clive
Check Amount: \$17,214.00
Check Payable to: Dahl Air Conditioning

D. ☐ - CONDITIONAL Waiver for FULL Payment

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

Maker of Check:

Check Amount: \$

Check Payable to:

3. SCHEDULE OF PAYMENTS.

4. EXCEPTIONS.

This document does not affect any of the following:

Disputed claims for extras in the amount of: \$

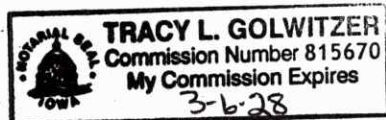
5. SIGNATURE.

Claimant Signature: _____ Date: 09/29/2025
Claimant Title: Owner

6. NOTARIZATION.

State of Iowa
County of Dallas

The foregoing instrument was acknowledged before me, Tracy Golwitzer, this 29th day of September 2025, by the undersigned, Rusty Rohe, who is personally known to me or satisfactorily proven to me to be the person whose name is subscribed to the within instrument.



Tracy L Golwitzer
Notary Public

My Commission Expires: 3/6/2028



Memo

TO: Mayor and Council members

FROM: Jim Hagelie, Engineering Services Administrator

DATE: October 9, 2025

RE: Approve Pay Request #7 - Concrete Technologies, Inc. - Alice's Road Phase 1A Reconstruction Project - \$264,862.67

SYNOPSIS:

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

Pay Estimate #7 - \$264,862.67

A breakdown of the contract status is as follows:

Contract Amount	-	\$4,403,044.31
Paid to Date	-	<u>\$1,806,814.03</u>
Contract Remaining	-	\$2,596,230.28

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

Attachments:

1. Pay Request #7



City of Clive

Payment Invoice

Alice's road Improvements, Phase 1A

Description	Alice's Road Reconstruction Between Horizon Dr. to Dellwood Dr.
Payment Number	7
Pay Period	08/31/2025 to 09/27/2025
Prime Contractor	CTI-01 1001 SE 37th St. Grimes, IA 50111
Payment Status	Pending
Awarded Project Amount	\$4,294,120.31
Authorized Amount	\$4,403,044.31

Line Number	Item	Unit	Current Paid Quantity	Unit Price	Amount
Section: 1 Description					
0060	25-006	SY	8,500.000	\$1.500	\$12,750.00
Subgrade Preparation					
0070	25-007	SY	7,939.440	\$8.350	\$66,294.32
Subgrade Treatment, Cement Stabilization					
0110	25-011	LF	98.000	\$10.100	\$989.80
Removal of Known Pipe Culvert, RCP, Less Than or Equal to 36"					
0130	25-013	LS	0.250	\$5,050.000	\$1,262.50
Compaction Testing					
0160	25-016	LF	161.000	\$72.500	\$11,672.50
Storm Sewer, Trenched, Class 3 RCP, 15in					
0170	25-017	LF	12.000	\$74.750	\$897.00
Storm Sewer, Trenched, Class 3 RCP, 18 in					
Project Total:					\$278,802.81

Line Number	Item	Unit	Current Paid Quantity	Unit Price	Amount
0180	25-018	LF	151.000	\$87.850	\$13,265.35
	Storm Sewer, Trenched, Class 3 RCP, 24"				
0190	25-019	LF	42.000	\$113.100	\$4,750.20
	Storm Sewer, Trenched, Class 3 RCP, 30 in				
0230	25-023	LF	98.000	\$12.100	\$1,185.80
	Remove Storm Sewer, Class 3 RCP, less than or Equal to 24 in				
0360	25-036	LF	1,700.000	\$14.100	\$23,970.00
	Subdrain, Type 1, 6 in				
0370	25-037	EACH	2.000	\$668.600	\$1,337.20
	Subdrain Cleanout, Type A1, 6 in				
0380	25-038	EACH	19.000	\$327.000	\$6,213.00
	Subdrain, Outlets and Connections, CMP, 6 in				
0390	25-039	LF	26.000	\$62.600	\$1,627.60
	Watermain, Trenched, PVC, 12"				
0400	25-040	LB	330.000	\$9.550	\$3,151.50
	Fitting				
0410	25-041	EACH	3.000	\$1,515.000	\$4,545.00
	Water Service Stub, Copper, 1"				
0420	25-042	EACH	1.000	\$2,395.000	\$2,395.00
	Water Service Stub, PVC, 2"				
0460	25-046	EACH	2.000	\$247.000	\$494.00
	Valve Box Adjustment				
0490	25-049	EACH	1.000	\$267.500	\$267.50
	Fire Hydrant Assembly Removal				
0500	25-050	EACH	1.000	\$267.500	\$267.50
	Valve Removal				
0510	25-051	EACH	6.000	\$151.500	\$909.00
	Valve Box Removal				
0520	25-052	EACH	2.000	\$5,960.000	\$11,920.00
	Manhole, SW-401, 48 in.				
Project Total: \$278,802.81					

Line Number	Item	Unit	Current Paid Quantity	Unit Price	Amount
0560	25-056	EACH	1.000	\$7,070.000	\$7,070.00
STORM SEWER INTAKE, SW-501					
0570	25-057	EACH	2.000	\$7,070.000	\$14,140.00
STORM SEWER INTAKE, SW-505					
0580	25-058	EACH	2.000	\$10,500.000	\$21,000.00
STORM SEWER INTAKE, SW-506					
0600	25-060	EACH	1.000	\$7,775.000	\$7,775.00
STORM SEWER INTAKE, SW-513 (4'X4')					
0610	25-061	EACH	1.000	\$303.000	\$303.00
Remove Manhole					
0620	25-062	EACH	3.000	\$303.000	\$909.00
Intake, Removal					
0770	25-076	SY	620.320	\$45.450	\$28,193.54
Driveway, Granular, 6"					
0790	25-079	SY	2,500.000	\$10.100	\$25,250.00
Pavement Removal					
1000	25-100	LS	0.100	\$4,545.000	\$454.50
SWPPP-Management					
1180	25-118	LS	0.100	\$26,775.000	\$2,677.50
Construction Survey					
1200	25-120	LS	0.100	\$3,795.000	\$379.50
MAINTENANCE OF POSTAL SERVICE					
1210	25-121	LS	0.100	\$4,860.000	\$486.00
Maintenance of Solid Waste Collection					
				Section Total: \$278,802.81	
				Project Total: \$278,802.81	

Summary

Current Approved Work:	\$278,802.81	Approved Work To Date:	\$1,901,909.93
Current Stockpile Advancement:	\$0.00	Stockpile Advancement To Date:	\$0.00
Current Stockpile Recovery:	\$0.00	Stockpile Recovery To Date:	\$0.00
Current Retainage:	\$13,940.14	Retainage To Date:	\$95,095.50
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:	\$264,862.67	Payments To Date:	\$1,806,814.43
Previous Payment:	\$441,584.51	Previous Payments To Date:	\$1,541,951.76

Mayor, City of Clive	Date
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Project Engineer, Jim Hagelie	Date
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Field Engineer, Tony Clemenson	Date
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Contractor, Concrete Technologies Inc.	Date
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Memo

TO: Mayor and Council members

FROM: Alyssa Welling, Administrative Assistant

DATE: October 9, 2025

RE: Approve Pay Request #9 - On Track Construction - Greenbelt Landing Construction Project - \$130,520.07

SYNOPSIS:

Staff recommends approval of Pay Request #9 to On Track Construction for the work completed to date on the Greenbelt Landing Project.

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

Change Order: **\$2,677.40**

Total Change Orders to Date: **\$114,478.46**

Contract + Change Orders: **\$1,814,478.46**

Pay Request #9: **\$130,520.07**

Total Requested to Date: **\$1,044,458.36**

Remaining contract amount: **\$770,020.10**

Attachments:

1. On Track Pay App 09 - September

TO CONTRACTOR:

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

PROJECT:

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

APPLICATION NO: 9

INVOICE NO: 9

PERIOD: 09/01/25 - 09/30/25

PROJECT NO: 23046

CONTRACT NO: SC-004 Clive Greenbelt
Landing

CONTRACT DATE: 09/12/2024

CERTIFICATE DATE: 09/28/2025

SUBMITTED DATE:

FROM SUBCONTRACTOR:

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

SUBCONTRACT FOR: On Track - BP #31

SUBCONTRACTOR'S APPLICATION FOR PAYMENT

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

1.	Original Contract Sum	\$1,700,000.00
2.	Net change by change orders	\$114,478.46
3.	Contract Sum to date (Line 1 ± 2)	\$1,814,478.46
4.	Total completed and stored to date (Column G on detail sheet)	\$1,099,429.86
5.	Retainage:	
	a. 5.00% of completed work	\$53,833.00
	b. 5.00% of stored material	\$1,138.50
	Total retainage (Line 5a + 5b or total in column I of detail sheet)	\$54,971.50
6.	Total earned less retainage (Line 4 less Line 5 Total)	\$1,044,458.36
7.	Less previous certificates for payment (Line 6 from prior certificate)	\$913,938.29
8.	Current payment due:	\$130,520.07
9.	Balance to finish, including retainage (Line 3 less Line 6)	\$770,020.10

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner/Client:	\$111,801.06	\$0.00
Total approved this month:	\$2,677.40	\$0.00
Totals:	\$114,478.46	\$0.00
Net change by change orders:	\$114,478.46	

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

SUBCONTRACTOR: On Track Construction, LLC

By: _____ Date: _____

State of:

County of:

Subscribed and sworn to before
me this _____ day of _____

Notary Public:

My commission expires:

Bruce Morrow
Digitally signed by Bruce Morrow
DN: E=Bruce.Morrow@smithgroup.com,
OU=MD, DC=smithgroup, DC=com
Reason: I have reviewed this document
Date: 2025.09.29 20:59:30 -05'00'

Drew Johnson
Digitally signed by Drew Johnson
DN: C=US,
E=drewj@dcigroup-us.com,
CN=Drew Johnson
Date: 2025.09.30
21:20:34 -05'00'

Document SUMMARY SHEET, APPLICATION AND CERTIFICATE FOR PAYMENT, containing

Contractor's signed Certification is attached.

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

APPLICATION NUMBER: 9

APPLICATION DATE: 09/26/2025

PERIOD: 09/01/25 - 09/30/25

Contract Lines

A		B	C	D	E	F	G		H	I
ITEM NO.	BUDGET CODE	DESCRIPTION OF WORK	SCHEDULED VALUE	APPROVED WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	%(G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
				FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
1	31-310000.000.Subcontract BP #31 - Earthwork - Demolition/Grading/Utilities/Erosion Control	Mobilization, Bonds & Insurance	\$110,000.00	\$99,000.00	\$0.00	\$0.00	\$99,000.00	90.00%	\$11,000.00	\$4,950.00
2	31-310000.000.Subcontract BP #31 - Earthwork - Demolition/Grading/Utilities/Erosion Control	Clearing & Grubbing	\$50,000.00	\$30,000.00	\$5,000.00	\$0.00	\$35,000.00	70.00%	\$15,000.00	\$1,750.00
3	31-310000.000.Subcontract BP #31 - Earthwork - Demolition/Grading/Utilities/Erosion Control	Removals - Paving & Sidewalk	\$76,000.00	\$68,400.00	\$0.00	\$0.00	\$68,400.00	90.00%	\$7,600.00	\$3,420.00
4	31-310000.000.Subcontract BP #31 - Earthwork - Demolition/Grading/Utilities/Erosion Control	Removals - Landscaping	\$7,000.00	\$4,550.00	\$0.00	\$0.00	\$4,550.00	65.00%	\$2,450.00	\$227.50
5	31-310000.000.Subcontract BP #31 - Earthwork - Demolition/Grading/Utilities/Erosion Control	Removals - Rip Rap	\$2,000.00	\$1,000.00	\$0.00	\$0.00	\$1,000.00	50.00%	\$1,000.00	\$50.00
6	31-310000.000.Subcontract BP #31 - Earthwork - Demolition/Grading/Utilities/Erosion Control	Removals - Storm Sewer	\$10,000.00	\$3,500.00	\$2,500.00	\$0.00	\$6,000.00	60.00%	\$4,000.00	\$300.00
7	31-310000.000.Subcontract BP #31 - Earthwork - Demolition/Grading/Utilities/Erosion Control	Removals - Sanitary	\$7,500.00	\$7,500.00	\$0.00	\$0.00	\$7,500.00	100.00%	\$0.00	\$375.00
8	31-310000.000.Subcontract BP #31 - Earthwork - Demolition/Grading/Utilities/Erosion Control	Earthwork - Temp Construction Entrances	\$8,000.00	\$8,000.00	\$0.00	\$0.00	\$8,000.00	100.00%	\$0.00	\$400.00
9	31-310000.000.Subcontract BP #31 - Earthwork - Demolition/Grading/Utilities/Erosion Control	Earthwork - Topsoil Strip & Stockpile	\$38,000.00	\$26,600.00	\$1,900.00	\$0.00	\$28,500.00	75.00%	\$9,500.00	\$1,425.00
10	31-310000.000.Subcontract BP #31 - Earthwork - Demolition/Grading/Utilities/Erosion Control	Earthwork - Cut & Fill	\$76,000.00	\$45,600.00	\$7,600.00	\$0.00	\$53,200.00	70.00%	\$22,800.00	\$2,660.00

A		B	C	D	E	F	G		H	I
ITEM NO.	BUDGET CODE	DESCRIPTION OF WORK	SCHEDULED VALUE	APPROVED WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
				FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
11	31-310000.000.Subcontract BP #31 - Earthwork - Demolition/Grading/Utilities/Erosion Control	Earthwork - Export	\$88,000.00	\$0.00	\$44,000.00	\$0.00	\$44,000.00	50.00%	\$44,000.00	\$2,200.00
12	31-310000.000.Subcontract BP #31 - Earthwork - Demolition/Grading/Utilities/Erosion Control	Earthwork - Bioretention & Pond Shaping	\$55,000.00	\$5,500.00	\$22,000.00	\$0.00	\$27,500.00	50.00%	\$27,500.00	\$1,375.00
13	31-310000.000.Subcontract BP #31 - Earthwork - Demolition/Grading/Utilities/Erosion Control	Earthwork - 12" Prep for Paving	\$29,000.00	\$23,200.00	\$0.00	\$0.00	\$23,200.00	80.00%	\$5,800.00	\$1,160.00
14	31-310000.000.Subcontract BP #31 - Earthwork - Demolition/Grading/Utilities/Erosion Control	Earthwork - 6" Subbase for Paving	\$67,000.00	\$60,300.00	\$0.00	\$0.00	\$60,300.00	90.00%	\$6,700.00	\$3,015.00
15	31-310000.000.Subcontract BP #31 - Earthwork - Demolition/Grading/Utilities/Erosion Control	Earthwork - Erosion Stone & Rip Rap	\$168,000.00	\$8,400.00	\$0.00	\$0.00	\$8,400.00	5.00%	\$159,600.00	\$420.00
16	31-310000.000.Subcontract BP #31 - Earthwork - Demolition/Grading/Utilities/Erosion Control	Earthwork - Vegetated Geogrid w/ Soil	\$85,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$85,000.00	\$0.00
17	31-310000.000.Subcontract BP #31 - Earthwork - Demolition/Grading/Utilities/Erosion Control	Earthwork - Stabilized Aggregate Paving Base	\$75,500.00	\$67,950.00	\$0.00	\$0.00	\$67,950.00	90.00%	\$7,550.00	\$3,397.50
18	31-310000.000.Subcontract BP #31 - Earthwork - Demolition/Grading/Utilities/Erosion Control	Earthwork - Topsoil Respread & Finish Grading	\$36,000.00	\$7,200.00	\$0.00	\$0.00	\$7,200.00	20.00%	\$28,800.00	\$360.00
19	31-310000.000.Subcontract BP #31 - Earthwork - Demolition/Grading/Utilities/Erosion Control	Utilities - Building Water Service	\$10,000.00	\$10,000.00	\$0.00	\$0.00	\$10,000.00	100.00%	\$0.00	\$500.00
20	31-310000.000.Subcontract BP #31 - Earthwork - Demolition/Grading/Utilities/Erosion Control	Utilities - 18" Sanitary Main Reroute	\$228,500.00	\$205,730.00	\$0.00	\$22,770.00	\$228,500.00	100.00%	\$0.00	\$11,425.00
21	31-310000.000.Subcontract BP #31 - Earthwork - Demolition/Grading/Utilities/Erosion Control	Utilities - Sanitary Building Service	\$8,500.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$8,500.00	\$0.00

A		B	C	D	E	F	G		H	I
ITEM NO.	BUDGET CODE	DESCRIPTION OF WORK	SCHEDULED VALUE	APPROVED WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
				FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
22	31-310000.000.Subcontract BP #31 - Earthwork - Demolition/Grading/Utilities/Erosion Control	Utilities - Storm Sewer Piping	\$149,000.00	\$104,300.00	\$7,450.00	\$0.00	\$111,750.00	75.00%	\$37,250.00	\$5,587.50
23	31-310000.000.Subcontract BP #31 - Earthwork - Demolition/Grading/Utilities/Erosion Control	Utilities - Storm Sewer Structures	\$103,500.00	\$62,100.00	\$10,350.00	\$0.00	\$72,450.00	70.00%	\$31,050.00	\$3,622.50
24	31-310000.000.Subcontract BP #31 - Earthwork - Demolition/Grading/Utilities/Erosion Control	Utilities - Subdrain Piping	\$74,500.00	\$22,350.00	\$22,350.00	\$0.00	\$44,700.00	60.00%	\$29,800.00	\$2,235.00
25	31-310000.000.Subcontract BP #31 - Earthwork - Demolition/Grading/Utilities/Erosion Control	Utilities - Traffic Control for 114th Utility Crossing	\$10,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$10,000.00	\$0.00
26	31-310000.000.Subcontract BP #31 - Earthwork - Demolition/Grading/Utilities/Erosion Control	Utilities - Pavement Replacement for Utilities	\$20,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$20,000.00	\$0.00
27	31-310000.000.Subcontract BP #31 - Earthwork - Demolition/Grading/Utilities/Erosion Control	Seeding & EC - Erosion Control/ Silt Fence	\$55,000.00	\$35,750.00	\$2,750.00	\$0.00	\$38,500.00	70.00%	\$16,500.00	\$1,925.00
28	31-310000.000.Subcontract BP #31 - Earthwork - Demolition/Grading/Utilities/Erosion Control	Seeding & EC - TRM Matting	\$15,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$15,000.00	\$0.00
29	31-310000.000.Subcontract BP #31 - Earthwork - Demolition/Grading/Utilities/Erosion Control	Seeding & EC - Live Stakes	\$33,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$33,000.00	\$0.00
30	31-310000.000.Subcontract BP #31 - Earthwork - Demolition/Grading/Utilities/Erosion Control	Seeding & EC - Temp Seeding & Hydromulch	\$5,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$5,000.00	\$0.00
TOTALS:			\$1,700,000.00	\$906,930.00	\$125,900.00	\$22,770.00	\$1,055,600.00	62.09%	\$644,400.00	\$52,780.00

Change Orders

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	APPROVED WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	%(G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
31	CCO #001 On Track CO #1								
31.1	PCO #001 PCO #1 - On Track								
31.1.1	31-310000.000.Subcontract BP #31 - Earthwork - Demolition/Grading/Utilities/Erosion Control Storm Structure 13 Temp	\$8,056.35	\$8,056.35	\$0.00	\$0.00	\$8,056.35	100.00%	\$0.00	\$402.82
32	CCO #002 On Track CO #2								
32.1	PCO #002 PCO #2 - On Track								
32.1.1	31-310000.000.Subcontract BP #31 - Earthwork - Demolition/Grading/Utilities/Erosion Control Retrenching for existing utilities	\$15,433.96	\$15,433.96	\$0.00	\$0.00	\$15,433.96	100.00%	\$0.00	\$771.70
33	CCO #003 On Track CO #3								
33.1	PCO #003 CO#3 On Track								
33.1.1	31-310000.000.Subcontract BP #31 - Earthwork - Demolition/Grading/Utilities/Erosion Control Contract Extension	\$88,310.75	\$8,850.00	\$8,812.15	\$0.00	\$17,662.15	20.00%	\$70,648.60	\$883.11
34	CCO #004 On Track CO#4								
34.1	PCO #004 CO#4 On Track								
34.1.1	31-310000.000.Subcontract BP #31 - Earthwork - Demolition/Grading/Utilities/Erosion Control Existing Gate Risers	\$2,677.40	\$0.00	\$2,677.40	\$0.00	\$2,677.40	100.00%	\$0.00	\$133.87
TOTALS:		\$114,478.46	\$32,340.31	\$11,489.55	\$0.00	\$43,829.86	38.29%	\$70,648.60	\$2,191.50

Grand Totals

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	APPROVED WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	%(G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
GRAND TOTALS:		\$1,814,478.46	\$939,270.31	\$137,389.55	\$22,770.00	\$1,099,429.86	60.59%	\$715,048.60	\$54,971.50

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

To: DCI Group
220 SE 6th Street, Suite 200
Des Moines, Iowa 50309

Project: Clive Greenbelt Landing
City of Clive

APPLICATION NO: 9
APPLICATION DATE: 30-Sep-25

PERIOD TO: 30-Sep-25

Contractor PO# 2426CL

Distribution to:

OWNER

ARCHITECT

☒ CONTRACTOR

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

CONTRACT FOR: GRADING & UTILITIES

JOB# 2426CL

CONTRACT DATE: 12-Sep-24

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM

\$ 1,700,000.00

2. Net change by Change Orders

\$ 26,167.71

3. CONTRACT SUM TO DATE (Line 1 + 2)

\$ 1,726,167.71

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

\$ 1,099,429.86

5. RETAINAGE:

a. 5 % of Completed Work (Column D + E on G703)

\$ 54,971.49

b. % of Stored Material (Column F on G703)

\$

Total Retainage (Lines 5a + 5b or Total in Column I of G703)

\$ 54,971.49

6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)

\$ 1,044,458.37

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)

\$ 913,938.29

8. CURRENT PAYMENT DUE

\$ 130,520.08

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

\$ 681,709.34

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$23,490.31	
Total approved this Month	\$2,677.40	\$0.00
TOTALS	\$26,167.71	\$0.00
NET CHANGES by Change Order	\$26,167.71	

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: 9/22/2025

ENGINEER'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED \$

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

By:

Date:

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

Clive Greenbelt Landing	JOB# 2426CL	APPLICATION DATE:	9/30/2025	APPLICATION #	9			
B	C	D	E1	F4	G1	G2	H	I
Work Description	Scheduled Value	From Previous Application	This Period	Presently Stored Materials	Total Completed and Stored To Date	Percent Complete	Balance To Finish	Retainage
BASE CONTRACT								
Mobilization, Bonds & Insurance	\$ 110,000.00	\$99,000.00			\$99,000.00	90.00%	\$11,000.00	\$4,950.00
Clearing & Grubbing	\$ 50,000.00	\$30,000.00	\$5,000.00		\$35,000.00	70.00%	\$15,000.00	\$1,750.00
Removals - Paving & Sidewalk	\$ 76,000.00	\$68,400.00			\$68,400.00	90.00%	\$7,600.00	\$3,420.00
Removals - Landscaping	\$ 7,000.00	\$4,550.00			\$4,550.00	65.00%	\$2,450.00	\$227.50
Removals - Rip Rap	\$ 2,000.00	\$1,000.00			\$1,000.00	50.00%	\$1,000.00	\$50.00
Removals - Storm Sewer	\$ 10,000.00	\$3,500.00	\$2,500.00		\$6,000.00	60.00%	\$4,000.00	\$300.00
Removals - Sanitary	\$ 7,500.00	\$7,500.00			\$7,500.00	100.00%	\$0.00	\$375.00
Earthwork - Temp Construction Entrances	\$ 8,000.00	\$8,000.00			\$8,000.00	100.00%	\$0.00	\$400.00
Earthwork - Topsoil Strip & Stockpile	\$ 38,000.00	\$26,600.00	\$1,900.00		\$28,500.00	75.00%	\$9,500.00	\$1,425.00
Earthwork - Cut & Fill	\$ 76,000.00	\$45,600.00	\$7,600.00		\$53,200.00	70.00%	\$22,800.00	\$2,660.00
Earthwork - Export	\$ 88,000.00		\$44,000.00		\$44,000.00	50.00%	\$44,000.00	\$2,200.00
Earthwork - Bioretention & Pond Shaping	\$ 55,000.00	\$5,500.00	\$22,000.00		\$27,500.00	50.00%	\$27,500.00	\$1,375.00
Earthwork - Grade for Trails & Paving	\$ 67,000.00	\$60,300.00			\$60,300.00	90.00%	\$6,700.00	\$3,015.00
Earthwork - 12" Prep for Paving	\$ 29,000.00	\$23,200.00			\$23,200.00	80.00%	\$5,800.00	\$1,160.00
Earthwork - Erosion Stone & Rip Rap	\$ 168,000.00	\$8,400.00			\$8,400.00	5.00%	\$159,600.00	\$420.00
Earthwork - Vegetated Geogrid w/ Soil	\$ 85,000.00				\$0.00	0.00%	\$85,000.00	\$0.00
Earthwork - Aggregate Paving Base	\$ 75,500.00	\$67,950.00			\$67,950.00	90.00%	\$7,550.00	\$3,397.50
Earthwork - Topsoil Respread & Finish Grading	\$ 36,000.00	\$7,200.00			\$7,200.00	20.00%	\$28,800.00	\$360.00
Utilities - Building Water Service	\$ 10,000.00	\$10,000.00			\$10,000.00	100.00%	\$0.00	\$500.00
Utilities - 18" Sanitary Main Reroute	\$ 228,500.00	\$228,500.00			\$228,500.00	100.00%	\$0.00	\$11,425.00
Utilities - Sanitary Building Service	\$ 8,500.00				\$0.00	0.00%	\$8,500.00	\$0.00
Utilities - Storm Sewer Piping	\$ 149,000.00	\$104,300.00	\$7,450.00		\$111,750.00	75.00%	\$37,250.00	\$5,587.50
Utilities - Storm Sewer Structures	\$ 103,500.00	\$62,100.00	\$10,350.00		\$72,450.00	70.00%	\$31,050.00	\$3,622.50
Utilities - Subdrain Piping	\$ 74,500.00	\$22,350.00	\$22,350.00		\$44,700.00	60.00%	\$29,800.00	\$2,235.00
Utilities - Traffic Control for 114th Utility Crossing	\$ 10,000.00				\$0.00	0.00%	\$10,000.00	\$0.00
Utilities - Pavement Replacement for Utilities	\$ 20,000.00				\$0.00	0.00%	\$20,000.00	\$0.00
Seeding & EC - Erosion Control/ Silt Fence	\$ 55,000.00	\$35,750.00	\$2,750.00		\$38,500.00	70.00%	\$16,500.00	\$1,925.00
Seeding & EC - TRM Matting	\$ 15,000.00				\$0.00	0.00%	\$15,000.00	\$0.00
Seeding & EC - Live Stakes	\$ 33,000.00				\$0.00	0.00%	\$33,000.00	\$0.00
Seeding & EC - Temp Seeding & Hydromulch	\$ 5,000.00				\$0.00	0.00%	\$5,000.00	\$0.00
CHANGE ORDERS								
WO #2 - 4/22/25 - Temp Tie-In Structure	\$ 8,056.35	\$8,056.35			\$8,056.35	100.00%	\$0.00	\$402.82
WO #4 - 6/30/25 - Parking Lot Utilities Rework	\$ 15,433.96	\$15,433.96			\$15,433.96	100.00%	\$0.00	\$771.70
WO #6 - 8/21/25 - Grate Riser Adjusts	\$ 2,677.40		\$2,677.40		\$2,677.40	100.00%	\$0.00	\$133.87
PCO #3 - Contract Extension	\$ 88,310.75	\$8,850.00	\$8,812.15		\$17,662.15	20.00%	\$70,648.60	\$883.11
TOTAL	\$ 1,814,478.46	\$962,040.31	\$137,389.55	\$0.00	\$1,099,429.86	60.59%	\$644,400.00	\$54,971.49

WAIVER AND RELEASE OF LIEN UPON PROGRESS PAYMENT

The undersigned lienor, in consideration of the sum of \$130,520.08,
hereby waives and releases its lien and right to claim a lien for labor, service, or materials
furnished through Sept. 22 2025 on the job of City of Clive
to the following described property:

Greenbelt Landing Project

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

Dated on Sept 22, 2025

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

By: Tracy L. Rhoads

Sworn to and subscribed before me this 22nd day of September, 20 25,

By Tracy L. Rhoads.



Tracy L. Rhoads
Notary Public

Print name: Tracy L. Rhoads



Memo

TO: Mayor and Council members

FROM: Matt McQuillen, City Manager

DATE: October 9, 2025

RE: Approve Pay Request #9 - Keystone Construction - City Hall-Library Remodel Phase 1 Project - \$24,763.61

SYNOPSIS:

Staff is recommending approval of pay request #9 to Keystone Construction for construction completed on phase 1 of the City Hall & Library Renovation Project. Keystone is responsible for Prime Contracts #1 – General Construction and #7 – Asbestos Remediation and Demolition. The pay request was reviewed by the City's Construction Manager and Architect prior to this consideration for approval.

Prime Construction Contract #1 – General Construction and #7 – Asbestos Abatement and Demolition

Contract Amount	\$ 958,900.00	Contract Approved 12/12/24
Change Order #1	\$ 1,166.15	Approved by City Council 3/13/25
Change Order #2	\$ 12,026.98	Approved by CM 4/7/25
Change Order #3	\$ 20,417.43	Approved by CM 5/7/25
Change Order #4	\$ 24,775.82	Approved by CM 6/24/25
Change Order #5	\$ 3,148.04	Approved by CM 7/7/25
Change Order #6	\$ 22,525.96	Approved by CM 7/24/25
Change Order #7	\$ 8,768.45	Approved by CM 9/18/25
Revised Contract Amount	\$ 1,051,728.83	
Pay Request #1	\$ 54,395.10	Approved 2/14/25
Pay Request #2	\$ 77,778.16	Approved 3/13/25
Pay Request #3	\$ 142,591.91	Approved 4/10/25
Pay Request #4	\$ 190,342.92	Approved 5/22/25
Pay Request #5	\$ 175,460.43	Approved 6/12/25
Pay Request #6	\$ 196,015.88	Approved 7/10/25
Pay Request #7	\$ 114,034.57	Approved 8/14/25
Pay Request #8	\$ 15,429.73	Approved 9/11/25
Pay Request #9	\$ 24,763.61	
Balance Remaining	\$ 52,148.07	
5% Retainage Held	\$ 52,148.07	
Total – Pay Request #9	\$ 24,763.61	
Acct # 350-5750-6799		

Attachments:

1. Keystone Pay App 9

TO CONTRACTOR:

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

PROJECT:

Clive City Hall Renovation
1900 NW 114th St
Clive, Iowa 50325

APPLICATION NO: 9**INVOICE NO:** 9**PERIOD:** 09/01/25 - 09/30/25**PROJECT NO:** 23048**CONTRACT NO:** SC-001 Clive City Hall**CONTRACT DATE:** 12/12/2024**CERTIFICATE DATE:** 10/01/2025**SUBMITTED DATE:****FROM SUBCONTRACTOR:**

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

SUBCONTRACT FOR: BP #1 General & BP #7 Demo/Asbestos**SUBCONTRACTOR'S APPLICATION FOR PAYMENT**

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

1.	Original Contract Sum	\$958,900.00
2.	Net change by change orders	\$84,060.38
3.	Contract Sum to date (Line 1 ± 2)	\$1,042,960.38
4.	Total completed and stored to date (Column G on detail sheet)	\$1,042,960.38
5.	Retainage:	
	a. 5.00% of completed work	\$52,148.07
	b. 0.00% of stored material	\$0.00
	Total retainage (Line 5a + 5b or total in column I of detail sheet)	\$52,148.07
6.	Total earned less retainage (Line 4 less Line 5 Total)	\$990,812.31
7.	Less previous certificates for payment (Line 6 from prior certificate)	\$966,048.70
8.	Current payment due:	\$24,763.61
9.	Balance to finish, including retainage (Line 3 less Line 6)	\$52,148.07

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner/Client:	\$85,830.46	\$(1,770.08)
Total approved this month:	\$0.00	\$0.00
Totals:	\$85,830.46	\$(1,770.08)
Net change by change orders:	\$84,060.38	

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

SUBCONTRACTOR: Keystone Construction Services LLC

By: _____ Date: _____

State of:

County of:

Subscribed and sworn to before

me this _____ day of _____

Notary Public:

My commission expires:

This pay application has
been reviewed by OPN
architects without exception.

10/01/2025

Thomas
Thatcher
2025.10.01
16:14:50-05'00'

Drew Johnson

Digitally signed by Drew
Johnson
DN: C=US,
E=drewj@dcigroup-us.com,
CN=Drew Johnson
Date: 2025.10.01
16:23:33-05'00'

Document SUMMARY SHEET, APPLICATION AND CERTIFICATE FOR PAYMENT, containing

APPLICATION NUMBER: 9

Contractor's signed Certification is attached.

APPLICATION DATE: 09/25/2025

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

PERIOD: 09/01/25 - 09/30/25

Contract Lines

A		B	C	D	E	F	G		H	I
ITEM NO.	BUDGET CODE	DESCRIPTION OF WORK	SCHEDULED VALUE	APPROVED WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	%(G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
				FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
1	2-24100.000.Subcontract BP #1 & BP#7 - General/Demo	General Requirements	\$179,307.00	\$179,307.00	\$0.00	\$0.00	\$179,307.00	100.00%	\$0.00	\$8,965.35
2	2-24100.000.Subcontract BP #1 & BP#7 - General/Demo	Temp Facilities and Controls	\$4,564.00	\$4,564.00	\$0.00	\$0.00	\$4,564.00	100.00%	\$0.00	\$228.20
3	2-24100.000.Subcontract BP #1 & BP#7 - General/Demo	Demolition	\$52,091.00	\$52,091.00	\$0.00	\$0.00	\$52,091.00	100.00%	\$0.00	\$2,604.55
4	2-24100.000.Subcontract BP #1 & BP#7 - General/Demo	Asbestos Abatement	\$19,300.00	\$19,300.00	\$0.00	\$0.00	\$19,300.00	100.00%	\$0.00	\$965.00
5	2-24100.000.Subcontract BP #1 & BP#7 - General/Demo	Cast-In-Place Concrete	\$12,130.00	\$12,130.00	\$0.00	\$0.00	\$12,130.00	100.00%	\$0.00	\$606.50
6	2-24100.000.Subcontract BP #1 & BP#7 - General/Demo	Concrete Finishing	\$1,500.00	\$1,500.00	\$0.00	\$0.00	\$1,500.00	100.00%	\$0.00	\$75.00
7	2-24100.000.Subcontract BP #1 & BP#7 - General/Demo	Unit Masonry	\$34,800.00	\$34,800.00	\$0.00	\$0.00	\$34,800.00	100.00%	\$0.00	\$1,740.00
8	2-24100.000.Subcontract BP #1 & BP#7 - General/Demo	Structural Steel Framing	\$20,910.00	\$20,910.00	\$0.00	\$0.00	\$20,910.00	100.00%	\$0.00	\$1,045.50
9	2-24100.000.Subcontract BP #1 & BP#7 - General/Demo	Rough Carpentry	\$13,210.00	\$13,210.00	\$0.00	\$0.00	\$13,210.00	100.00%	\$0.00	\$660.50
10	2-24100.000.Subcontract BP #1 & BP#7 - General/Demo	Finish Carpentry	\$25,839.00	\$25,839.00	\$0.00	\$0.00	\$25,839.00	100.00%	\$0.00	\$1,291.96
11	2-24100.000.Subcontract BP #1 & BP#7 - General/Demo	Architectural Wood Casework	\$102,928.00	\$102,928.00	\$0.00	\$0.00	\$102,928.00	100.00%	\$0.00	\$5,146.40
12	2-24100.000.Subcontract BP #1 & BP#7 - General/Demo	Firestopping	\$1,500.00	\$1,500.00	\$0.00	\$0.00	\$1,500.00	100.00%	\$0.00	\$75.00
13	2-24100.000.Subcontract BP #1 & BP#7 - General/Demo	Joint Sealants	\$1,500.00	\$1,500.00	\$0.00	\$0.00	\$1,500.00	100.00%	\$0.00	\$75.00
14	2-24100.000.Subcontract BP #1 & BP#7 - General/Demo	Hollow Metal Doors and Frames	\$67,780.00	\$42,880.00	\$24,900.00	\$0.00	\$67,780.00	100.00%	\$0.00	\$3,389.00
15	2-24100.000.Subcontract BP #1 & BP#7 - General/Demo	Access Doors and Panels	\$500.00	\$500.00	\$0.00	\$0.00	\$500.00	100.00%	\$0.00	\$25.00
16	2-24100.000.Subcontract	Folding Grilles	\$9,580.00	\$9,580.00	\$0.00	\$0.00	\$9,580.00	100.00%	\$0.00	\$479.00

A		B	C	D	E	F	G		H	I
ITEM NO.	BUDGET CODE	DESCRIPTION OF WORK	SCHEDULED VALUE	APPROVED WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
				FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
	BP #1 & BP#7 - General/Demo									
17	2-24100.000.Subcontract BP #1 & BP#7 - General/Demo	Gypsum Board Assemblies	\$138,195.00	\$138,195.00	\$0.00	\$0.00	\$138,195.00	100.00%	\$0.00	\$6,909.76
18	2-24100.000.Subcontract BP #1 & BP#7 - General/Demo	Tiling	\$43,982.00	\$43,982.00	\$0.00	\$0.00	\$43,982.00	100.00%	\$0.00	\$2,199.10
19	2-24100.000.Subcontract BP #1 & BP#7 - General/Demo	Acoustical Ceilings	\$93,250.00	\$93,250.00	\$0.00	\$0.00	\$93,250.00	100.00%	\$0.00	\$4,662.50
20	2-24100.000.Subcontract BP #1 & BP#7 - General/Demo	Resilient Flooring	\$47,620.00	\$47,620.00	\$0.00	\$0.00	\$47,620.00	100.00%	\$0.00	\$2,381.00
21	2-24100.000.Subcontract BP #1 & BP#7 - General/Demo	Moss Walls	\$15,042.00	\$15,042.00	\$0.00	\$0.00	\$15,042.00	100.00%	\$0.00	\$752.11
22	2-24100.000.Subcontract BP #1 & BP#7 - General/Demo	Painting	\$21,320.00	\$21,320.00	\$0.00	\$0.00	\$21,320.00	100.00%	\$0.00	\$1,066.00
23	2-24100.000.Subcontract BP #1 & BP#7 - General/Demo	Signage	\$2,499.00	\$2,499.00	\$0.00	\$0.00	\$2,499.00	100.00%	\$0.00	\$124.95
24	2-24100.000.Subcontract BP #1 & BP#7 - General/Demo	Wall and Door Protection	\$1,825.00	\$1,825.00	\$0.00	\$0.00	\$1,825.00	100.00%	\$0.00	\$91.25
25	2-24100.000.Subcontract BP #1 & BP#7 - General/Demo	Toilet/Bath/Laundry Accessories	\$10,050.00	\$10,050.00	\$0.00	\$0.00	\$10,050.00	100.00%	\$0.00	\$502.50
26	2-24100.000.Subcontract BP #1 & BP#7 - General/Demo	Emergency Aid Specialties	\$400.00	\$400.00	\$0.00	\$0.00	\$400.00	100.00%	\$0.00	\$20.00
27	2-24100.000.Subcontract BP #1 & BP#7 - General/Demo	Fire Protection Specialties	\$580.00	\$580.00	\$0.00	\$0.00	\$580.00	100.00%	\$0.00	\$29.00
28	2-24100.000.Subcontract BP #1 & BP#7 - General/Demo	Projection Screens	\$8,137.00	\$8,137.00	\$0.00	\$0.00	\$8,137.00	100.00%	\$0.00	\$406.85
29	2-24100.000.Subcontract BP #1 & BP#7 - General/Demo	Roller Window Shades	\$6,061.00	\$6,061.00	\$0.00	\$0.00	\$6,061.00	100.00%	\$0.00	\$303.05
30	2-24100.000.Subcontract BP #1 & BP#7 - General/Demo	Exterior Improvements	\$2,500.00	\$2,500.00	\$0.00	\$0.00	\$2,500.00	100.00%	\$0.00	\$125.00
31	2-24100.000.Subcontract BP #1 & BP#7 - General/Demo	Contingency	\$10,000.00	\$10,000.00	\$0.00	\$0.00	\$10,000.00	100.00%	\$0.00	\$500.00
32	2-24100.000.Subcontract BP #1 & BP#7 - General/Demo	Touchup Painting Allowance	\$10,000.00	\$10,000.00	\$0.00	\$0.00	\$10,000.00	100.00%	\$0.00	\$500.00
TOTALS:			\$958,900.00	\$934,000.00	\$24,900.00	\$0.00	\$958,900.00	100.00%	\$0.00	\$47,945.03

[illegible]

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	APPROVED WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
38.1	PCO #006 CO#6 Keystone								
38.1.1	2-24100.000.Subcontract BP #1 & BP#7 - General/Demo RFI #28	\$747.50	\$747.50	\$0.00	\$0.00	\$747.50	100.00%	\$0.00	\$37.38
38.1.2	2-24100.000.Subcontract BP #1 & BP#7 - General/Demo Sheet Metal Roof Repairs	\$7,868.95	\$7,868.95	\$0.00	\$0.00	\$7,868.95	100.00%	\$0.00	\$393.45
38.1.3	2-24100.000.Subcontract BP #1 & BP#7 - General/Demo Miscellaneous Signage Adds	\$5,873.87	\$5,873.87	\$0.00	\$0.00	\$5,873.87	100.00%	\$0.00	\$293.69
38.1.4	2-24100.000.Subcontract BP #1 & BP#7 - General/Demo	\$327.60	\$327.60	\$0.00	\$0.00	\$327.60	100.00%	\$0.00	\$16.38
38.1.5	2-24100.000.Subcontract BP #1 & BP#7 - General/Demo Replace Metal Cap on Transformer Enclosure	\$6,541.08	\$6,541.08	\$0.00	\$0.00	\$6,541.08	100.00%	\$0.00	\$327.05
38.1.6	2-24100.000.Subcontract BP #1 & BP#7 - General/Demo ITC 12 - Circulation Desk Casework & Dais Painting	\$1,166.96	\$0.00	\$1,166.96	\$0.00	\$1,166.96	100.00%	\$0.00	\$58.35
TOTALS:		\$84,060.38	\$82,893.42	\$1,166.96	\$0.00	\$84,060.38	100.00%	\$0.00	\$4,203.04

Grand Totals

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	APPROVED WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
GRAND TOTALS:		\$1,042,960.38	\$1,016,893.42	\$26,066.96	\$0.00	\$1,042,960.38	100.00%	\$0.00	\$52,148.07



CONDITIONAL LIEN WAIVER AND RELEASE UPON PROGRESS PAYMENT

KNOW ALL MEN BY THESE PRESENTS:

Upon receiving progress payment in the sum of **\$26,066.96** for the job Clive City Hall, receipt of which is hereby acknowledged, hereby waives, releases, satisfies all lien rights, claims or demands of any kind whatsoever, against the City of Clive, its successors and assigns, which the undersigned now has. This release covers a progress payment for labor, services, equipment or materials furnished to the City of Clive through **September 30, 2025**, only and does not cover any retention retained before or after the release date.

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

Dated: **September 30, 2025**

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

By: **Justin Menke**

Title: **President**

Signature: 



Memo

TO: Mayor and Council members

FROM: Doug Ollendike, Community Development Director

DATE: October 9, 2025

RE: Approve Pay Request #11 - University Boulevard Flood Mitigation - Project Scoping Plan - Confluence, Inc. - \$9,450.00

SYNOPSIS:

Staff recommends approval of Pay Request #8 to Confluence, Inc. for work completed on the University Boulevard Flood Mitigation: Project Scoping Plan.

Original Contract Amount-	\$420,430.00
Pay Request #1-	\$2,400.00
Pay Request #2-	\$24,089.42
Pay Request #3-	\$27,076.40
Pay Request #4-	\$44,410.25
Pay Request #5-	\$52,439.75
Pay Request #6-	\$19,728.00
Pay Request #7-	\$42,659.50
Pay Request #8-	\$35,157.50
Pay Request #9-	\$42,154.00
Pay Request #10-	\$31,731.00
Pay Request #11-	\$9,450.00
Contract Balance-	\$89,134.18

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

Attachments:

1. Pay Request #11_Invoice

CONFLUENCE

Confluence, Inc
525 17th Street
Des Moines, IA 50309
515.288.4875

APPROVED FOR PAYMENT
BY 330 [Signature]
DATE 09/26/2025
ACCT # # 349-5750-6407
ITEM Pay Request # 11

*University Blvd Flood Mitigation -
Project Scoping Plan*

City of Clive, IA
1900 NW 114th Street
Clive, IA 50325-7077
Doug Olendike

Invoice number 32911
Date 09/25/2025

Project **24278 University Boulevard Flood
Mitigation Planning**

Professional Services through September 20, 2025

Send invoice to: dollendike@cityofclive.com

Invoice Summary

Description	Contract Amount	Prior Billed	Total Billed	Current Billed
TASK 1 - PROJECT MANAGEMENT	81,385.00	61,001.50	65,856.50	4,855.00
TASK 2 - PROJECT UNDERSTANDING	66,010.00	64,979.79	64,979.79	0.00
TASK 3 - TECHNICAL ANALYSIS & BCA UPDATE	84,455.00	67,381.03	67,381.03	0.00
TASK 4 - MITIGATION PROJECT EXPLORATION	189,580.00	128,483.50	133,078.50	4,595.00
REIMBURSABLE EXPENSES	0.00	0.00	0.00	0.00
Total	421,430.00	321,845.82	331,295.82	9,450.00

Task 1 - Project Management

Professional Fees

Billed
Amount
4,420.00

Consultant

Billed
Amount
435.00

Dewberry Engineers Inc.

Phase subtotal 4,855.00

Task 4 - Mitigation Project Exploration

Professional Fees

Billed
Amount
3,115.00

Consultant

Billed
Amount
1,480.00

Dewberry Engineers Inc.

Phase subtotal 4,595.00

Invoice total **9,450.00**

City of Clive, IA
Project **24278 University Boulevard Flood Mitigation Planning**

Invoice number 32911
Date 09/25/2025

Aging Summary

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
32911	09/25/2025	9,450.00	9,450.00				
	Total	9,450.00	9,450.00	0.00	0.00	0.00	0.00



Memo

TO: Mayor and Council members

FROM: Alyssa Welling, Administrative Assistant

DATE: October 9, 2025

RE: Approve Pay Request #11 - Air-Con Mechanical Corp. - Greenbelt Landing Construction Project - \$25,558.94

SYNOPSIS:

Staff recommends approval of Pay Request #11 to Air-Con Mechanical Corp. for the work completed to date on the Greenbelt Landing Project.

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

Change Order: **\$17,777.22**

Total Change Orders to Date: **\$101,172.82**

Contract + Change Orders: **\$489,875.82**

Pay Request #11: **\$25,558.94**

Total Requested to Date: **\$330,255.64**

Remaining contract amount: **\$159,620.18**

Attachments:

1. AirCon Pay App 11 - September

TO CONTRACTOR:

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

PROJECT:

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

APPLICATION NO: 11**INVOICE NO:** 1928**PERIOD:** 09/01/25 - 09/30/25**PROJECT NO:** 23046**CONTRACT NO:** SC-003 Clive Greenbelt
Landing**CONTRACT DATE:** 09/12/2024**CERTIFICATE DATE:** 09/28/2025**SUBMITTED DATE:****FROM SUBCONTRACTOR:**

Air-Con Mechanical Corp.
3121 SE 14th Street
Des Moines, Iowa 50320

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

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

1.	Original Contract Sum		\$388,703.00
2.	Net change by change orders		\$101,172.82
3.	Contract Sum to date (Line 1 ± 2)		\$489,875.82
4.	Total completed and stored to date (Column G on detail sheet)		\$347,637.54
5.	Retainage:		
	a. 5.00% of completed work	\$17,381.90	
	b. 0.00% of stored material	\$0.00	
	Total retainage (Line 5a + 5b or total in column I of detail sheet)		\$17,381.90
6.	Total earned less retainage (Line 4 less Line 5 Total)		\$330,255.64
7.	Less previous certificates for payment (Line 6 from prior certificate)		\$304,696.70
8.	Current payment due:		\$25,558.94
9.	Balance to finish, including retainage (Line 3 less Line 6)		\$159,620.18

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner/Client:	\$83,395.60	\$0.00
Total approved this month:	\$17,777.22	\$0.00
Totals:	\$101,172.82	\$0.00
Net change by change orders:	\$101,172.82	

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

SUBCONTRACTOR: Air-Con Mechanical Corp.

By: _____ Date: _____

State of:

County of:

Subscribed and sworn to before
me this _____ day of _____

Notary Public:

My commission expires: _____

Drew Johnson

Digitally signed by Drew
Johnson
DN: C=US,
E=drewj@dcigroup-us.com,
CN=Drew Johnson
Date: 2025.09.30
21:21:04-05'00'

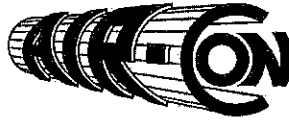
Bruce Morrow

Digitally signed by Bruce Morrow
DN:
E=Bruce.Morrow@smithgroup.com,
CN=Bruce Morrow, OU=Users,
OU=MD, DC=smithgroup, DC=com
Reason: I have reviewed this
document
Date: 2025.09.29 20:51:12-05'00'

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	APPROVED WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
13.1	PCO #001 CE #007 - PVC Conduit Replacem								
13.1.1	26-260000.000.Subcontract BP #26 - Electrical PVC Conduit Replacement	\$9,635.25	\$9,635.25	\$0.00	\$0.00	\$9,635.25	100.00%	\$0.00	\$481.76
13.1.2	26-260000.000.Subcontract BP #26 - Electrical RFI #37	\$1,595.74	\$1,595.74	\$0.00	\$0.00	\$1,595.74	100.00%	\$0.00	\$79.79
14	CCO #002 Air-Con CO #2								
14.1	PCO #002 Air-Con PCO#2								
14.1.1	26-260000.000.Subcontract BP #26 - Electrical	\$2,110.00	\$2,110.00	\$0.00	\$0.00	\$2,110.00	100.00%	\$0.00	\$105.50
14.1.2	26-260000.000.Subcontract BP #26 - Electrical Air Con Conduit Damage Repairs	\$14,051.39	\$14,051.39	\$0.00	\$0.00	\$14,051.39	100.00%	\$0.00	\$702.57
14.1.3	26-260000.000.Subcontract BP #26 - Electrical Light control panel refeed	\$5,239.17	\$5,239.17	\$0.00	\$0.00	\$5,239.17	100.00%	\$0.00	\$261.96
15	CCO #003 Air-Con CO #3								
15.1	PCO #003 PCO #3 - Air-Con								
15.1.1	26-260000.000.Subcontract BP #26 - Electrical Rewiring for existing utilities	\$37,276.85	\$37,276.85	\$0.00	\$0.00	\$37,276.85	100.00%	\$0.00	\$1,863.84
16	CCO #004 CO#4 Air-Con								
16.1	PCO #004 CO#4 Air-Con								
16.1.1	26-260000.000.Subcontract BP #26 - Electrical Contract Extension	\$13,487.20	\$5,394.88	\$1,348.72	\$0.00	\$6,743.60	50.00%	\$6,743.60	\$337.18
17	CCO #005 Air-Con #5								
17.1	PCO #005 Air-Con CO#5								
17.1.1	26-260000.000.Subcontract BP #26 - Electrical RFI #45	\$356.50	\$0.00	\$356.50	\$0.00	\$356.50	100.00%	\$0.00	\$17.83
17.1.2	26-260000.000.Subcontract BP #26 - Electrical CB #5R	\$9,801.97	\$0.00	\$3,198.94	\$0.00	\$3,198.94	32.64%	\$6,603.03	\$159.95
17.1.3	26-260000.000.Subcontract BP #26 - Electrical Stage Panel Enclosure	\$7,618.75	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$7,618.75	\$0.00
TOTALS:		\$101,172.82	\$75,303.28	\$4,904.16	\$0.00	\$80,207.44	79.28%	\$20,965.38	\$4,010.38

Grand Totals

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	APPROVED WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	%(G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
GRAND TOTALS:		\$489,875.82	\$320,733.38	\$26,904.16	\$0.00	\$347,637.54	70.96%	\$142,238.28	\$17,381.90



ELECTRIC, LLC

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

PARTIAL LIEN WAIVER

Project: #SC-003 Clive Greenbelt Landing: Air Con Mechanical - BP #26
(N-24-2132)

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

OWNER: DCI Group
220 SE 6th Street Suite 200
Des Moines, Iowa 50309

The undersigned does hereby waive and release all bond claims, liens, or project owner and
any sureties, for labor, services, material or equipment, as provided by the undersigned, but
only to the extent of payment received, as indicated and as limited below:

(☒) **CONDITIONAL Release:** This waiver and release is contingent upon receipt of
payment and final bank clearance of said remittance in the amount of \$25,5558.95 (Invoice
1928 Draw # 11). The remittance identified as payment and endorsed by the undersigned
marked "Paid" or otherwise canceled by the bank against which said remittance was drawn,
shall constitute conclusive proof that said invoice or pay request was paid and that payment
thereof was received by the Undersigned, and thereupon this waiver and release shall become
effective automatically without the requirement of any further act, acknowledgment or receipt on
the part of the Undersigned.

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

Joe Davis Signature

Print Name

Title

9-22-25 Date



Memo

TO: Mayor and Council members

FROM: Alyssa Welling, Administrative Assistant

DATE: October 9, 2025

RE: Approve Pay Request #12 - Central Iowa Mechanical - Greenbelt Landing Construction Project - \$4,560.00

SYNOPSIS:

Staff recommends approval of Pay Request #12 to Central Iowa Mechanical for the work completed to date on the Greenbelt Landing Project.

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

Total Change Orders to Date: **\$20,040.50**

Contract + Change Orders: **\$279,909.50**

Pay Request #12: **\$4,560.00**

Total Requested to Date: **\$237,443.04**

Remaining contract amount: **\$42,466.46**

Attachments:

1. CIM Pay App 12 - September

TO CONTRACTOR:

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

PROJECT:

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

APPLICATION NO: 12

INVOICE NO: 12

PERIOD: 09/01/25 - 09/30/25

PROJECT NO: 23046

CONTRACT NO: SC-001 Clive Greenbelt
Landing

CONTRACT DATE: 09/12/2024

CERTIFICATE DATE: 09/28/2025

SUBMITTED DATE:

FROM SUBCONTRACTOR:

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

SUBCONTRACT FOR: Central Iowa Mechanical - BP 22

SUBCONTRACTOR'S APPLICATION FOR PAYMENT

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

1.	Original Contract Sum		\$259,869.00
2.	Net change by change orders		\$20,040.50
3.	Contract Sum to date (Line 1 ± 2)		\$279,909.50
4.	Total completed and stored to date (Column G on detail sheet)		\$249,940.06
5.	Retainage:		
	a. 5.00% of completed work	\$12,497.02	
	b. 0.00% of stored material	\$0.00	
	Total retainage (Line 5a + 5b or total in column I of detail sheet)		\$12,497.02
6.	Total earned less retainage (Line 4 less Line 5 Total)		\$237,443.04
7.	Less previous certificates for payment (Line 6 from prior certificate)		\$232,883.04
8.	Current payment due:		\$4,560.00
9.	Balance to finish, including retainage (Line 3 less Line 6)		\$42,466.46

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner/Client:	\$20,748.91	\$(708.41)
Total approved this month:	\$0.00	\$0.00
Totals:	\$20,748.91	\$(708.41)
Net change by change orders:	\$20,040.50	

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

SUBCONTRACTOR: Central Iowa Mechanical

By: _____ Date: _____

State of:

County of:

Subscribed and sworn to before
me this _____ day of _____

Notary Public:

My commission expires:

Bruce Morrow
Digitally signed by Bruce Morrow
DN:
E=Bruce.Morrow@smithgroup.com,
CN=Bruce Morrow, OU=Users,
OU=MD, DC=smithgroup, DC=com
Reason: I have reviewed this
document
Date: 2025.09.29 20:53:15-05'00'

Drew Johnson
Digitally signed by Drew
Johnson
DN: C=US,
E=drewj@dcigroup-us.com,
CN=Drew Johnson
Date: 2025.09.30
21:19:24-05'00'

Document SUMMARY SHEET, APPLICATION AND CERTIFICATE FOR PAYMENT, containing

Contractor's signed Certification is attached.

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

APPLICATION NUMBER: 12

APPLICATION DATE: 09/26/2025

PERIOD: 09/01/25 - 09/30/25

Contract Lines

A		B	C	D	E	F	G		H	I
ITEM NO.	BUDGET CODE	DESCRIPTION OF WORK	SCHEDULED VALUE	APPROVED WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	%(G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
				FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
1	22-220000.000.Subcontract BP #22 Mechanical	Mobilization	\$13,468.00	\$13,468.00	\$0.00	\$0.00	\$13,468.00	100.00%	\$0.00	\$673.40
2	22-220000.000.Subcontract BP #22 Mechanical	Bonds and permits	\$3,798.00	\$3,798.00	\$0.00	\$0.00	\$3,798.00	100.00%	\$0.00	\$189.90
3	22-220000.000.Subcontract BP #22 Mechanical	Demo work	\$26,424.00	\$26,424.00	\$0.00	\$0.00	\$26,424.00	100.00%	\$0.00	\$1,321.21
4	22-220000.000.Subcontract BP #22 Mechanical	Plumbing Rough in	\$32,785.00	\$32,785.00	\$0.00	\$0.00	\$32,785.00	100.00%	\$0.00	\$1,639.25
5	22-220000.000.Subcontract BP #22 Mechanical	HVAC rough in	\$33,954.00	\$33,954.00	\$0.00	\$0.00	\$33,954.00	100.00%	\$0.00	\$1,697.70
6	22-220000.000.Subcontract BP #22 Mechanical	Concrete pads	\$7,790.00	\$7,790.00	\$0.00	\$0.00	\$7,790.00	100.00%	\$0.00	\$389.50
7	22-220000.000.Subcontract BP #22 Mechanical	HVAC Equipment setting	\$90,915.00	\$90,914.86	\$0.00	\$0.00	\$90,914.86	100.00%	\$0.14	\$4,545.75
8	22-220000.000.Subcontract BP #22 Mechanical	Plumbing fixtures	\$11,154.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$11,154.00	\$0.00
9	22-220000.000.Subcontract BP #22 Mechanical	HVAC Trim out	\$2,549.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$2,549.00	\$0.00
10	22-220000.000.Subcontract BP #22 Mechanical	HVAC Start up	\$3,045.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$3,045.00	\$0.00
11	22-220000.000.Subcontract BP #22 Mechanical	Temperature controls	\$20,460.00	\$16,500.00	\$0.00	\$0.00	\$16,500.00	80.65%	\$3,960.00	\$825.00
12	22-220000.000.Subcontract BP #22 Mechanical	Test and Balance	\$3,940.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$3,940.00	\$0.00
13	22-220000.000.Subcontract BP #22 Mechanical	Insulation	\$7,300.00	\$6,300.00	\$1,000.00	\$0.00	\$7,300.00	100.00%	\$0.00	\$365.00
14	22-220000.000.Subcontract BP #22 Mechanical	De mobilization	\$2,287.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$2,287.00	\$0.00
TOTALS:			\$259,869.00	\$231,933.86	\$1,000.00	\$0.00	\$232,933.86	89.64%	\$26,935.14	\$11,646.71

Change Orders

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	APPROVED WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	%(G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
15	CCO #001 Central Iowa Mechanical CO #1								
15.1	PCO #001 CE #006 - Community Building S								
15.1.1	22-220000.000.Subcontract BP #22 Mechanical	\$2,640.37	\$2,640.37	\$0.00	\$0.00	\$2,640.37	100.00%	\$0.00	\$132.02
16	CCO #002 Central Iowa Mechanical CO #2								
16.1	PCO #002 PCO #2 - CE 04, 08, 11								
16.1.1	22-220000.000.Subcontract BP #22 Mechanical	\$1,062.83	\$1,062.83	\$0.00	\$0.00	\$1,062.83	100.00%	\$0.00	\$53.14
16.1.2	22-220000.000.Subcontract BP #22 Mechanical	\$2,591.80	\$2,591.80	\$0.00	\$0.00	\$2,591.80	100.00%	\$0.00	\$129.59
16.1.3	22-220000.000.Subcontract BP #22 Mechanical Construction Bulletin #5	\$(708.41)	\$(708.41)	\$0.00	\$0.00	\$(708.41)	100.00%	\$0.00	\$(35.42)
17	CCO #003 CO#3 CIM								
17.1	PCO #003 CO#3 CIM								
17.1.1	22-220000.000.Subcontract BP #22 Mechanical Contract Extension	\$785.30	\$785.30	\$0.00	\$0.00	\$785.30	100.00%	\$0.00	\$39.27
18	CCO #004 Central Iowa Mechanical CO #4								
18.1	PCO #004 CIM Change Order #4								
18.1.1	22-220000.000.Subcontract BP #22 Mechanical RFI #42	\$4,028.80	\$2,014.40	\$1,004.79	\$0.00	\$3,019.19	74.94%	\$1,009.61	\$150.96
18.1.2	22-220000.000.Subcontract BP #22 Mechanical RFI #54 2" water line connection in pump house building	\$8,097.39	\$4,048.70	\$2,024.00	\$0.00	\$6,072.70	75.00%	\$2,024.69	\$303.63
18.1.3	22-220000.000.Subcontract BP #22 Mechanical Repair Damaged Gas Line	\$1,542.42	\$771.21	\$771.21	\$0.00	\$1,542.42	100.00%	\$0.00	\$77.12
TOTALS:		\$20,040.50	\$13,206.20	\$3,800.00	\$0.00	\$17,006.20	84.86%	\$3,034.30	\$850.31

Grand Totals

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	APPROVED WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	%(G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
GRAND TOTALS:		\$279,909.50	\$245,140.06	\$4,800.00	\$0.00	\$249,940.06	89.29%	\$29,969.44	\$12,497.02

WAIVER OF LIEN TO DATE

STATE OF Iowa

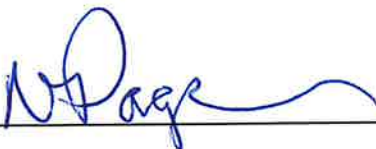
Project Name: **Clive Greenbelt Landing**

COUNTY OF Polk

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

The undersigned, for and in consideration of the sum of **\$4,560.00** Dollars as a partial payment for its furnishing of labor and material for the above-referenced Project, the receipt of which is hereby acknowledged, does hereby waive, release, and discharge any lien claim or lien right it has or could have under the statutes of the State of Iowa to the extent of the partial payment made in exchange for this partial lien release against the above described premises, for material furnished or labor performed to this date. The undersigned states that this partial lien release is not intended to and does not release any lien claims or rights for work, labor, or materials for which payment has not yet been received by the undersigned.

Dated at **Des Moines, IA**, on the 22 day of **September 2025**

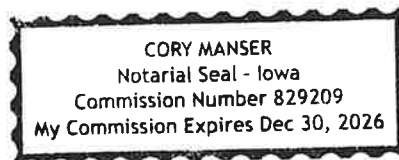


Norm Page
Project Manager

Central Iowa Mechanical

Notary:





APPLICATION AND CERTIFICATE FOR PAYMENT

PAGE ONE OF 4 PAGES

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

PROJECT: Clive Greenbelt Landing
1900 NW 114th
Clive, IA 50325

APPLICATION #: 12
APPLICATION DATE: 9/22/25

PERIOD TO: 9/30/25

FROM (CONTRACTOR):
Central Iowa Mechanical
1720 Fuller Road
West Des Moines, IA 50265

ARCHITECT'S PROJECT # *****

CONTRACT DATE: 9/12/24

CONTRACTOR'S APPLICATION FOR PAYMENT

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for Payment, as shown below, in connection with the Contract.

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 correct payment shown herein is now due.

1	ORIGINAL CONTRACT SUM	\$259,869.00
2	Net change by Change Orders	\$20,040.50
3	CONTRACT SUM TO DATE (line 1 + 2)	\$279,909.50
4	TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$249,939.95

5 RETAINAGE:

a.	5% of Completed Work (Column D + E on G703)	12,497.00
b.	5% of Stored Material (Column F on G703)	0.00
	Total Retainage (Line 5a + 5b) or	12,497.00
c.	PERCENTAGE	5%
	>>	\$12,497.00
		\$237,442.95

6 TOTAL EARNED LESS RETAINAGE

(Line 4 less Line 5 Total)

7 LESS PREVIOUS CERTIFICATE FOR

PAYMENT (Line 6 From Prior certificate).

8 CURRENT PAYMENT DUE

9 BALANCE TO FINISH

(Line 3 less Line 6)

ARCHITECT'S CERTIFICATE FOR PAYMENT

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

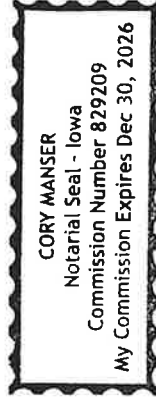
AMOUNT CERTIFIED

\$

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

By: Date:

CHANGE ORDER SUMMARY		ADDITIONS	DEDUCTIONS
Total Change Orders approved in in previous months by Owner		\$20,040.50	\$0.00
Total approved this month			
TOTALS		\$20,040.50	\$0.00
NET CHANGES by change order			\$20,040.50



CONTRACTOR: Central Iowa Mechanical

State of: Iowa County of: Polk

Subscribed and sworn to before me this

22 day of Sept 25

Notary Public

My Commission expires: 12/31/26

CONTINUATION SHEET

ATTACHMENT TO PAY APPLICATION

Page 2 of 4 Pages

PROJECT:

Clive Greenbelt Landing
1900 NW 114th
Clive, IA 50325

APPLICATION AND CERTIFICATE FOR PAYMENT, containing
CONTRACTOR'S signed Certification is attached.
In tabulations below, amounts are stated to the nearest dollar.

APPLICATION NUMBER: 12

APPLICATION DATE: 9/22/25

PERIOD TO: 9/30/25

ARCHITECT'S PROJECT NO: *****

Item No.	Description of Work	Scheduled Value	Work Completed		Materials Presently Stored (Not In D or E)	Total Completed And Stored To Date (D + E + F)	% (G/C)	Balance To Finish (C - G)	Retainage
			From Previous Application (D + E + F)	This Period					
A	B	C	D	E	F	G	H	I	
1	Mobization	\$13,468	\$13,468			\$13,468	100.00%	\$0	\$673
2	bonds and permits	\$3,798	\$3,798			\$3,798	100.00%	\$0	\$190
3	Demo	\$26,424	\$26,424			\$26,424	100.00%	\$0	\$1,321
4	Plumbing Rough in	\$32,785	\$32,785			\$32,785	100.00%	\$0	\$1,639
5	HVAC Rough in	\$33,954	\$33,954			\$33,954	100.00%	\$0	\$1,698
6	Concrete pads	\$7,790	\$7,790			\$7,790	100.00%	\$0	\$390
7	HVAC equipment Setting	\$90,915	\$90,915			\$90,915	100.00%	\$0	\$4,546
8	Plumbing fixtures	\$11,154	\$0			\$0	0.00%	\$11,154	\$0
9	HVAc trim out	\$2,549	\$0			\$0	0.00%	\$2,549	\$0
10	HVAC start up	\$3,045	\$0			\$0	0.00%	\$3,045	\$0
11	Insulation sub	\$7,300	\$6,300	\$1,000		\$7,300	100.00%	\$0	\$365
12	Temperature controls sub	\$20,460	\$16,500			\$16,500	80.65%	\$3,960	\$825
13	Test and balance sub	\$3,940	\$0			\$0	0.00%	\$3,940	\$0
14	Demobilization	\$2,287	\$0			\$0	0.00%	\$2,287	\$0
15									
16	CO #1 Concrete	\$2,640	\$2,640			\$2,640	99.99%	\$0	\$132
17	CO #2	\$2,946	\$2,946			\$2,946	100.00%	\$0	\$147
18	CO #3	\$785	\$785			\$785	100.00%	\$0	\$39
19	CO #4	\$13,669	\$6,834	\$3,800		\$10,634	77.80%	\$3,034	\$532
20									
21									
22									
23									
24									
25									
26									
27									
28									
	SUBTOTAL or TOTAL	\$279,910	\$245,140	\$4,800	\$0	\$249,940	89.29%	\$29,970	\$12,497

CENTRAL IOWA MECHANICAL
1720 FULLER ROAD
WEST DES MOINES, IA 50265
515-243-8126



Invoice #: 2490850-12
Client ID #: 1540
Date: 09/22/2025
Due Date: 11/06/2025

Remarks:
DCI Group
220 SE 6th Street Suite 200
Des Moines IA 50309
City of Clive
1900 NW 114th
Clive IA 50325

Amount Due: \$4,560.00

Call Description: AIA #12

Completed Date:

Terms:

Client PO #:

Net 30 Days

Description

AIA #12

Notes:

Amount

4,800.00

Non-Taxable Amount: 4,800.00

Taxable Amount: 0.00

Sales Tax: 0.00

Retention: 240.00

Paid: 0.00

Amount Due: 4,560.00

A credit card fee will be assessed.

Please visit www.cimech.com
for online payment options.
PAY BILL ONLINE



Memo

TO: Mayor and Council members

FROM: Alyssa Welling, Administrative Assistant

DATE: October 9, 2025

RE: Approve Pay Request #12 - Keystone Construction - Greenbelt Landing Construction Project - \$320,900.02

SYNOPSIS:

Staff recommends approval of Pay Request #12 to Keystone Construction for the work completed to date on the Greenbelt Landing Project.

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

Total Change Orders to Date: **\$161,799.69**

Contract + Change Orders: **\$2,679,799.69**

Pay Request #12: **\$320,900.02**

Total Requested to Date: **\$1,524,426.84**

Remaining contract amount: **\$1,155,372.85**

Attachments:

1. Keystone Pay App 12 - September

TO CONTRACTOR:

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

PROJECT:

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

APPLICATION NO: 12**INVOICE NO:** Pay App 12 Sept**PERIOD:** 09/01/25 - 09/30/25**PROJECT NO:** 23046**CONTRACT NO:** SC-002 Clive Greenbelt
Landing**CONTRACT DATE:** 09/26/2024**CERTIFICATE DATE:** 10/01/2025**SUBMITTED DATE:** 09/25/2025**FROM SUBCONTRACTOR:**

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

SUBCONTRACT FOR: Keystone Construction - BP #6**SUBCONTRACTOR'S APPLICATION FOR PAYMENT**

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

1.	Original Contract Sum	\$2,518,000.00
2.	Net change by change orders	\$161,799.69
3.	Contract Sum to date (Line 1 ± 2)	\$2,679,799.69
4.	Total completed and stored to date (Column G on detail sheet)	\$1,604,659.84
5.	Retainage:	
	a. 5.00% of completed work	\$57,934.62
	b. 5.00% of stored material	\$22,298.38
	Total retainage (Line 5a + 5b or total in column I of detail sheet)	\$80,233.00
6.	Total earned less retainage (Line 4 less Line 5 Total)	\$1,524,426.84
7.	Less previous certificates for payment (Line 6 from prior certificate)	\$1,203,526.82
8.	Current payment due:	\$320,900.02
9.	Balance to finish, including retainage (Line 3 less Line 6)	\$1,155,372.85

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner/Client:	\$161,799.69	\$0.00
Total approved this month:	\$0.00	\$0.00
Totals:	\$161,799.69	\$0.00
Net change by change orders:	\$161,799.69	

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

SUBCONTRACTOR: Keystone Construction Services LLC

By: _____ Date: _____

State of:

County of:

Subscribed and sworn to before
me this _____ day of _____

Notary Public:

My commission expires: _____

Bruce Morrow

Digitally signed by Bruce Morrow
DN:
E=Bruce.Morrow@smithgroup.com,
CN=Bruce Morrow, OU=Users,
OU=MD, DC=smithgroup, DC=com
Reason: I have reviewed this
document
Date: 2025.10.02 08:08:39 -05'00'

Drew Johnson

Digitally signed by Drew
Johnson
DN: C=US,
E=drewj@dcigroup-us.com,
CN=Drew Johnson
Date: 2025.10.01
16:13:41 -05'00'

Document SUMMARY SHEET, APPLICATION AND CERTIFICATE FOR PAYMENT, containing

Contractor's signed Certification is attached.

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

APPLICATION NUMBER: 12

APPLICATION DATE: 09/26/2025

PERIOD: 09/01/25 - 09/30/25

Contract Lines

A		B	C	D	E	F	G		H	I
ITEM NO.	BUDGET CODE	DESCRIPTION OF WORK	SCHEDULED VALUE	APPROVED WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
				FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
1	6-60500.000.Subcontract BP# 6 General	General Requirements	\$341,983.73	\$164,885.00	\$25,000.00	\$0.00	\$189,885.00	55.52%	\$152,098.73	\$9,494.25
2	6-60500.000.Subcontract BP# 6 General	Temp Facilities and Controls	\$20,000.00	\$3,700.00	\$0.00	\$0.00	\$3,700.00	18.50%	\$16,300.00	\$185.00
3	6-60500.000.Subcontract BP# 6 General	Demolition	\$23,465.00	\$15,100.00	\$0.00	\$0.00	\$15,100.00	64.35%	\$8,365.00	\$755.00
4	6-60500.000.Subcontract BP# 6 General	Cast-in-Place Concrete	\$335,919.83	\$130,195.99	\$85,000.00	\$0.00	\$215,195.99	64.06%	\$120,723.84	\$10,759.80
5	6-60500.000.Subcontract BP# 6 General	Unit Masonry	\$65,987.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$65,987.00	\$0.00
6	6-60500.000.Subcontract BP# 6 General	Cast Stone Masonry	\$19,050.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$19,050.00	\$0.00
7	6-60500.000.Subcontract BP# 6 General	Structural Steel Framing	\$367,700.00	\$78,407.00	\$59,314.00	\$119,400.00	\$257,121.00	69.93%	\$110,579.00	\$12,856.05
8	6-60500.000.Subcontract BP# 6 General	Rough Carpentry	\$10,346.50	\$7,300.00	\$1,500.00	\$0.00	\$8,800.00	85.05%	\$1,546.50	\$440.00
9	6-60500.000.Subcontract BP# 6 General	Finish Carpentry	\$49,682.19	\$0.00	\$42,000.00	\$0.00	\$42,000.00	84.54%	\$7,682.19	\$2,100.00
10	6-60500.000.Subcontract BP# 6 General	Wood Decking	\$550,987.04	\$413,240.28	\$0.00	\$137,746.76	\$550,987.04	100.00%	\$0.00	\$27,549.35
11	6-60500.000.Subcontract BP# 6 General	Weather Barriers	\$2,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$2,000.00	\$0.00
12	6-60500.000.Subcontract BP# 6 General	Asphalt Shingles	\$31,170.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$31,170.00	\$0.00
13	6-60500.000.Subcontract BP# 6 General	Metal Wall Panels	\$22,875.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$22,875.00	\$0.00
14	6-60500.000.Subcontract BP# 6 General	Thermoplastic Membrane Roofing	\$17,579.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$17,579.00	\$0.00
15	6-60500.000.Subcontract BP# 6 General	Joint Sealants	\$1,500.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$1,500.00	\$0.00
16	6-60500.000.Subcontract BP# 6 General	Hollow Metal Doors and Frames	\$32,508.95	\$0.00	\$0.00	\$30,606.00	\$30,606.00	94.15%	\$1,902.95	\$1,530.30
17	6-60500.000.Subcontract BP# 6 General	Aluminum-Framed Storefronts	\$66,810.00	\$14,795.00	\$0.00	\$9,072.23	\$23,867.23	35.72%	\$42,942.77	\$1,193.36
18	6-60500.000.Subcontract BP# 6 General	Gypsum Board Assemblies	\$217,630.00	\$25,370.00	\$0.00	\$111,550.00	\$136,920.00	62.91%	\$80,710.00	\$6,846.00
19	6-60500.000.Subcontract BP# 6 General	Tiling	\$97,740.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$97,740.00	\$0.00
20	6-60500.000.Subcontract BP# 6 General	Resilient Flooring	\$600.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$600.00	\$0.00
21	6-60500.000.Subcontract BP# 6 General	Painting	\$40,500.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$40,500.00	\$0.00
22	6-60500.000.Subcontract	Dimensional Letter Signage	\$3,898.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$3,898.00	\$0.00

A		B	C	D	E	F	G		H	I
ITEM NO.	BUDGET CODE	DESCRIPTION OF WORK	SCHEDULED VALUE	APPROVED WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
				FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
	BP# 6 General									
23	6-60500.000.Subcontract BP# 6 General	Specialties	\$4,416.19	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$4,416.19	\$0.00
24	6-60500.000.Subcontract BP# 6 General	Toilet Compartments	\$6,618.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$6,618.00	\$0.00
25	6-60500.000.Subcontract BP# 6 General	Toilet/Bath/Laundry Access	\$4,950.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$4,950.00	\$0.00
26	6-60500.000.Subcontract BP# 6 General	Manufactured Fireplaces	\$49,990.00	\$0.00	\$0.00	\$37,492.50	\$37,492.50	75.00%	\$12,497.50	\$1,874.63
27	6-60500.000.Subcontract BP# 6 General	Fire Protection Specialties	\$322.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$322.00	\$0.00
28	6-60500.000.Subcontract BP# 6 General	Closet and Utility Shelving	\$5,454.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$5,454.00	\$0.00
29	6-60500.000.Subcontract BP# 6 General	Residential Kitchen Appliances	\$4,422.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$4,422.00	\$0.00
30	6-60500.000.Subcontract BP# 6 General	Projectors	\$10,565.00	\$0.00	\$3,425.49	\$0.00	\$3,425.49	32.42%	\$7,139.51	\$171.27
31	6-60500.000.Subcontract BP# 6 General	Window Shades	\$14,488.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$14,488.00	\$0.00
32	6-60500.000.Subcontract BP# 6 General	Residential Casework	\$18,552.57	\$18,552.57	\$0.00	\$0.00	\$18,552.57	100.00%	\$0.00	\$927.63
33	6-60500.000.Subcontract BP# 6 General	Decorative Metal Fences - Gates	\$48,710.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$48,710.00	\$0.00
34	6-60500.000.Subcontract BP# 6 General	Site Improvements	\$29,580.00	\$29,580.00	\$0.00	\$0.00	\$29,580.00	100.00%	\$0.00	\$1,479.01
TOTALS:			\$2,518,000.00	\$901,125.84	\$216,239.49	\$445,867.49	\$1,563,232.82	62.08%	\$954,767.18	\$78,161.65

Change Orders

[illegible]

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	APPROVED WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
37.1	PCO #003 PCO #3 - CE 4, CE8, CE15								
37.1.1	6-60500.000.Subcontract BP# 6 General	\$13,937.20	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$13,937.20	\$0.00
37.1.2	6-60500.000.Subcontract BP# 6 General	\$17,284.80	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$17,284.80	\$0.00
37.1.3	6-60500.000.Subcontract BP# 6 General RFI #39	\$1,552.98	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$1,552.98	\$0.00
38	CCO #004 CO#4 Keystone								
38.1	PCO #004 CO#4 Keystone								
38.1.1	6-60500.000.Subcontract BP# 6 General Contract Extension	\$93,007.98	\$10,000.00	\$10,000.00	\$100.00	\$20,100.00	21.61%	\$72,907.98	\$1,005.00
39	CCO #005 Keystone Change Order #005								
39.1	PCO #005 Keystone CO #5								
39.1.1	6-60500.000.Subcontract BP# 6 General Boardwalk hydrodynamic report	\$11,362.00	\$11,362.00	\$0.00	\$0.00	\$11,362.00	100.00%	\$0.00	\$568.10
39.1.2	6-60500.000.Subcontract BP# 6 General RFI # Knox Box	\$158.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$158.00	\$0.00
39.1.3	6-60500.000.Subcontract BP# 6 General Relocation/Removal of EPA Fencing	\$304.98	\$304.98	\$0.00	\$0.00	\$304.98	100.00%	\$0.00	\$15.25
TOTALS:		\$161,799.69	\$31,327.02	\$10,000.00	\$100.00	\$41,427.02	25.60%	\$120,372.67	\$2,071.35

Grand Totals

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	APPROVED WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	%(G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
GRAND TOTALS:		\$2,679,799.69	\$932,452.86	\$226,239.49	\$445,967.49	\$1,604,659.84	59.88%	\$1,075,139.85	\$80,233.00



CONDITIONAL LIEN WAIVER AND RELEASE UPON PROGRESS PAYMENT

KNOW ALL MEN BY THESE PRESENTS:

Upon receiving progress payment in the sum of **\$337,789.49** for the job City of Clive Greenbelt Landing, receipt of which is hereby acknowledged, hereby waives, releases, satisfies all lien rights, claims or demands of any kind whatsoever, against the City of Clive, its successors and assigns, which the undersigned now has. This release covers a progress payment for labor, services, equipment or materials furnished to the City of Clive through **September 30, 2025**, only and does not cover any retention retained before or after the release date.

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

Dated: **September, 2025**

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

By: **Justin Menke**

Title: **President**

Signature: 



HILSSCH-02

ESTLE1

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/1/2025

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

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

PRODUCER Kingsgate Insurance Center, Inc. 924 Central Ave Fort Dodge, IA 50501	CONTACT NAME:		
	PHONE (A/C, No, Ext):	(515) 576-4321	FAX (A/C, No): (515) 576-8567
	E-MAIL ADDRESS:	email@kingsgateins.com	
	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Integrity Select		10288
INSURED Hilsabeck Schacht, Inc. 617 South 19th Street West Des Moines, IA 50265	INSURER B : Integrity Insurance Co		14303
	INSURER C : ICW Group Insurance Companies		27847
	INSURER D : Westchester Surplus Lines Ins. Co.		10172
	INSURER E :		
	INSURER F :		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☒ LOC OTHER: General Aggregate			CPP2820921	11/1/2025	11/1/2026	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 500,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
	PRODUCTS - COMP/OP AGG	\$ 2,000,000						
								\$
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			CA 2820922	11/1/2025	11/1/2026	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$			CUP2820923	11/1/2025	11/1/2026	EACH OCCURRENCE	\$ 6,000,000
							AGGREGATE	\$ 6,000,000
								\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N N	N / A	WIA-5057816-05	11/1/2025	11/1/2026	☒ PER STATUTE ☐ OTH-ER	
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
A	Equipment Floater			CPP2820921	11/1/2025	11/1/2026	Leased/Rented Equip	200,000
D	Pollution Liability			G71198467 008	11/1/2025	11/1/2026	General Aggregate	2,000,000

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

CERTIFICATE HOLDER

CANCELLATION

Keystone Construction Services 1650 NW Gettysburg Ln Waukee, IA 50263	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Leah Estlund</i>



HILSSCH-02

ESTLE1

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/1/2025

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

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

PRODUCER Kingsgate Insurance Center, Inc. 924 Central Ave Fort Dodge, IA 50501	CONTACT NAME:		
	PHONE (A/C, No, Ext):	(515) 576-4321	FAX (A/C, No): (515) 576-8567
	E-MAIL ADDRESS:	email@kingsgateins.com	
	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Integrity Select		10288
INSURED Hilsabeck Schacht, Inc. 617 South 19th Street West Des Moines, IA 50265	INSURER B : Integrity Insurance Co		14303
	INSURER C : ICW Group Insurance Companies		27847
	INSURER D : Westchester Surplus Lines Ins. Co.		10172
	INSURER E :		
	INSURER F :		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☒ LOC OTHER: General Aggregate			CPP2820921	11/1/2025	11/1/2026	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 500,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
	PRODUCTS - COMP/OP AGG	\$ 2,000,000						
								\$
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			CA 2820922	11/1/2025	11/1/2026	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$			CUP2820923	11/1/2025	11/1/2026	EACH OCCURRENCE	\$ 6,000,000
							AGGREGATE	\$ 6,000,000
								\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y / N ☒ N / A			WIA-5057816-05	11/1/2025	11/1/2026	☒ PER STATUTE ☐ OTH-ER	
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
A	Equipment Floater			CPP2820921	11/1/2025	11/1/2026	Leased/Rented Equip	200,000
D	Pollution Liability			G71198467 008	11/1/2025	11/1/2026	General Aggregate	2,000,000

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

CERTIFICATE HOLDER

CANCELLATION

City of Clive 1900 NW 114th St Clive, IA 50325	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Leah Estlund</i>



Logistics

Premium

CEILING'S

4/4



CPC6347310
USG
1000 Crocker Rd
Westlake, OH 44145

NOT

CRATE 2 OF 4

DOUBLE
STACK

CEILINGSPUS

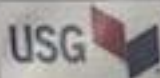
USG

CEILINGSPUS

ပြန်

CELLINGGAPLUS.





CEILINGSPUS

Job Name

SKID#USG.DS1-1

PLANX™ UNIVERSAL
SARANTE®

USG INTERIORS PO 272996 DESIGN SOLUTIONS

DATE: 7/9/2025

CUSTOMER

USG INTERIORS LLC

Address:

2711 E. Washington Blvd
Comstock, CA 95640
530.724-8188
FAX 530.724-8245

Order #

C11472

PALLET TYPE	LENGTH	WIDTH	Height	Weight
EMPTY				

Net	Extra	Qty	Box	Material Finish	Insulation Part	Description
					LENGTH	WIDTH
250	0	250		250' 250"	PLANX™ UNIVERSAL, REVEAL PNC. 4"x12"x1/2"	PURCHASE 1.0000
				250' 250"	NON-PERF ORATED	
				250' 250"	000000000114706	
				250' 250"	WPTA58160579	

XPO



XPO USE ONLY

PLEASE
DO NOT DOUBLE STACK

FRAGILE

** THANK YOU **

FOR CUSTOMER
ONLY

TOTAL

NO

ATION

COMMENTS:

MADE IN THE U.S.A.



GVS is a certified WBE
Women's Business Enterprise



GOLDEN VALLEY SUPPLY

36 Clark Street | Des Moines, IA 50314
www.goldenvalleysupply.com
P: (515) 262-9206
F: (515) 265-6652

INVOICE

Page: 1

Invoice Number: I101913-IN
Invoice Date: 9/26/2025

Order Number: I107751
Ship Date: 9/24/2025
Salesperson: Doug Scieszinski
Client Number: 20-0003341

Sold To:

Hilsabeck & Schacht Inc.
617 S 19th Street
West Des Moines, IA 50265

Ship To:

GREENBELT LANDING
1801 NW 114th Street
Clive, IA 50325

Customer P.O.	Ship VIA	F.O.B.	Terms
GREENBELT LANDING-PO#MB4995	OT		1% 10 days, net 30

Effective 7/1/2025, GVS will impose a credit card processing fee of 2.0% on all credit card. ACH or debit card options at no fee.

Item Number	Description	Ordered	Shipped	Back Order	Price	Amount
PLANX	Planx Univ 12' Pnl Reveal	1,440	1,440	0	20.000	28,800.00
	<i>Non perforated optional reveal, 12' length. 4" - 8 pc/ctn - Sarante Premium Finish #S32E CP MAPLE - LMP-1 EXTERIOR (45 cartons)</i>					
PLANX	Planx Univ 12' Pnl Reveal	2,496	2,496	0	23.150	57,782.40
	<i>Perforated optional reveal, 12' length. 4" - 8 pc/ctn - W/ Acoustical Backer - Sarante Premium Finishes #S32E CP MAPLE - LMP-2 INTERIOR (78 cartons)</i>					
PLANX	Planx Univ MT 12' - EXTERIOF	6	6	0	1,170.000	7,020.00
PLANX	Planx Univ MT 12'	6	6	0	1,170.000	7,020.00
PLANX	4' Cross Tee	3	3	0	500.000	1,500.00
ZXLA 424	4' cross tee HtDpGalvAlumCap \$1.523/lf (4 lf/pc)	300	300	0	6.093	1,827.90
PLANX	12' Snap-Loc Insert	17	17	0	425.000	7,225.00
PLANX	Perimeter U Molding	3	2	1	645.000	1,290.00

Continued



GVS is a certified WBE
Women's Business Enterprise



GOLDEN VALLEY SUPPLY

36 Clark Street | Des Moines, IA 50314

www.goldenvalleysupply.com

P: (515) 262-9206

F: (515) 265-6652

INVOICE

Page: 2

Invoice Number: I101913-IN

Invoice Date: 9/26/2025

Order Number: I107751

Ship Date: 9/24/2025

Salesperson: Doug Scieszinski

Client Number: 20-0003341

Sold To:

Hilsabeck & Schacht Inc.
617 S 19th Street
West Des Moines, IA 50265

Ship To:

GREENBELT LANDING
1801 NW 114th Street
Clive, IA 50325

Customer P.O.

GREENBELT LANDING-PO#MB4995

Ship VIA

OT

F.O.B.

Terms

1% 10 days, net 30

Effective 7/1/2025, GVS will impose a credit card processing fee of 2.0% on all credit card. ACH or debit card options at no fee.

Item Number	Description	Ordered	Shipped	Back Order	Price	Amount
PLANX	Perimeter hold down clips	13	13	0	240.000	3,120.00
PLANX	Cut Panel retention Clip	5	5	0	40.000	200.00
PLANX	Splice Plate	20	20	0	200.000	4,000.00

WE APPRECIATE YOUR BUSINESS! THANK YOU!

A finance charge of 1.5% (18% annual) will be charged to all past due accounts.
Deduct \$1,197.85 if paid by 10/6/2025 Net due 10/26/2025

Discount terms do not apply for credit card payments.

Net Invoice: 119,785.30

Freight: 0.00

Sales Tax: 0.00

INVOICE TOTAL: 119,785.30

REMIT TO: GOLDEN VALLEY SUPPLY COMPANY

1000 Zane Avenue North
Minneapolis, MN 55422

Acoustical & Specialty Ceilings | FRP | Acoustical Sound Panels | Sound Consulting | Bathroom Partitions & Accessories





Memo

TO: Mayor and Council members

FROM: Jonathan Cygan, Civil Engineer

DATE: October 9, 2025

RE: Approve Pay Request #22 - Snyder & Associates - University
Boulevard Pump Station Improvements Project - \$3,048.00

SYNOPSIS:

At the March 24, 2022 City Council Meeting, the Council approved a Professional Services Agreement with Snyder & Associates for the design of improvements to the City's water pump station on University Boulevard. The pump station controls are outdated and the electric panels are located outside. The Consultant is working on the design and has submitted a request for pay. Staff recommends approval of Pay Request #22, in the amount of \$3,048.00 to Snyder & Associates, for professional services completed on the design for the University Boulevard Pump Station Improvements Project.

AGREEMENT

Original Approved Agreement Amount (3/24/22)	\$ 101,800.00
Approved Amendment #1 (11/14/24)	\$ 105,100.00
Current Approved Agreement Amount	\$ 206,900.00

PAY REQUEST SUMMARY

Pay Request #1 (8/11/22)	\$ 1,870.07
Pay Request #2 (8/11/22)	\$ 4,621.50
Pay Request #3 (9/8/22)	\$ 3,361.88
Pay Request #4 (10/13/22)	\$ 2,231.50
Pay Request #5 (1/12/23)	\$ 4,576.50
Pay Request #6 (6/8/23)	\$ 1,886.50
Pay Request #7 (7/13/23)	\$ 1,297.50
Pay Request #8 (8/10/23)	\$ 1,932.75
Pay Request #9 (10/12/23)	\$ 1,257.26
Pay Request #10 (11/9/23)	\$ 1,092.50
Pay Request #11 (1/11/24)	\$ 1,330.00
Pay Request #12 (9/12/24)	\$ 5,811.05
Pay Request #13 (9/12/24)	\$ 5,160.00
Pay Request #14 (10/10/24)	\$ 2,088.25
Pay Request #15 (11/14/24)	\$ 13,066.84
Pay Request #16 (12/12/24)	\$ 10,988.30
Pay Request #17 (1/9/25)	\$ 4,146.25
Pay Request #18 (2/6/25)	\$ 21,801.71
Pay Request #19 (3/13/25)	\$ 24,355.25
Pay Request #20 (4/10/25)	\$ 2,998.75
Pay Request #21 (6/12/25)	\$ 1,713.50
Pay Request #22 (10/9/25)	\$ 3,048.00

Total Requested to Date	\$ 120,635.86
Amount paid previously	\$ 117,587.86
Amount due this pay request	\$ 3,048.00
Amount remaining on Amended Agreement	\$ 86,264.14

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

Attachments:

1. Pay Request #22
2. Progress Report #22



INVOICE FOR PROFESSIONAL SERVICES

September 22, 2025

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

Invoice No: 122.0393.01 - 22

Email jmay@cityofclive.com; jcygan@cityofclive.com
jhagelie@cityofclive.com

Project 122.0393.01 University Blvd. Booster Station Facility Upgrade

Professional Services through August 31, 2025

Basic Services

Administration

Hourly Services

	Hours	Rate	Amount
Principal Engineer	.25	209.00	52.25
Total Services	.25		52.25
			52.25
		Task Subtotal	\$52.25

	Total	Prior	Current
Billings to Date	7,359.49	7,307.24	52.25

Survey

			Task Subtotal	0.00
	Total	Prior	Current	
Billings to Date	8,711.82	8,711.82	0.00	

Preliminary Design

Hourly Services

	Hours	Rate	Amount
Principal Engineer	2.25	209.00	470.25
Technician I	1.50	58.00	87.00
Total Services	3.75		557.25
			557.25
		Task Subtotal	\$557.25

	Total	Prior	Current
Billings to Date	73,946.25	73,389.00	557.25

Final Design

Hourly Services

	Hours	Rate	Amount
Engineer VIII	3.00	174.00	522.00
Total Services	3.00		522.00
			522.00
		Task Subtotal	\$522.00

REMIT TO: SNYDER & ASSOCIATES, INC.

Mailing: PO Box 1159 | Ankeny, IA 50021

Physical: 2727 SW Snyder Blvd. | Ankeny IA 50023

p: 888-964-2020 | f: 515-964-7938

Federal E.I.N. 42-1379015

SNYDER-ASSOCIATES.COM

Project	122.0393.01	Clv-UniversityBlvdBoosterStaFacilUpgrade			Invoice	22
Billings to Date		Total	Prior	Current		
		522.00	0.00	522.00		
Permitting						
Hourly Services						
			Hours	Rate	Amount	
Environmental Scientist I			1.00	99.00	99.00	
Total Services			1.00		99.00	
						99.00
				Task Subtotal		\$99.00
Billings to Date		Total	Prior	Current		
		1,609.50	1,510.50	99.00		
Bidding						
				Task Subtotal		0.00
Conceptual Design						
				Task Subtotal		0.00
Billings to Date		Total	Prior	Current		
		20,959.00	20,959.00	0.00		
FEMA Grant Assistance						
Hourly Services						
			Hours	Rate	Amount	
Principal Engineer I			5.00	237.00	1,185.00	
Engineer I			5.50	115.00	632.50	
Total Services			10.50		1,817.50	
						1,817.50
				Task Subtotal		\$1,817.50
Billings to Date		Total	Prior	Current		
		5,595.05	3,777.55	1,817.50		
Billing Limits			Current	Prior	To-Date	
Total Billings			3,048.00	115,655.11	118,703.11	
Limit					204,967.00	
Remaining					86,263.89	
				Phase Subtotal		\$3,048.00
Additional Services						
City Water Demand Projection Updates						
				Task Subtotal		0.00
Billings to Date		Total	Prior	Current		
		1,932.75	1,932.75	0.00		
Billing Limits			Current	Prior	To-Date	
Total Billings			0.00	1,932.75	1,932.75	
Limit					1,932.75	
				Phase Subtotal		0.00
Amount Due this Invoice					\$3,048.00	
Billings to Date		Total	Prior	Current		
		120,635.86	117,587.86	3,048.00		

Project	122.0393.01	Clv-UniversityBlvdBoosterStaFacilUpgrade	Invoice	22
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Thank you. We appreciate the opportunity to serve you.

Accounts Receivable Inquiry: ar@snyder-associates.com

Project Manager: Brett Paige



September 22, 2025

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

RE: UNIVERSITY BLVD. BOOSTER STATION FACILITY UPGRADE
PROGRESS REPORT No. 22

Mr. May,

This is a progress report for the above-referenced project. This report covers work during May-August 2025, which is reflected on the attached invoices for professional services. Services and tasks performed during this period include the following:

- 60% design review meeting
- Fiber design coordination
- Generator sizing and cost update breakdown

The current schedule for the project is shown below, which has been revised based on recent conversations with the City.

- ~~30% plans to City for review: November 22, 2024 December 10, 2024~~
- ~~60% plans to City for review: February 12, 2025~~
- Submit 90% plans, specs, OPC to City for review: January 2026
- Submit 100% plans, specs, OPC to Clive for bidding: April 2026
- Submit 100% plans, specs, summary memo to IDNR for construction permit: April 2026
- Letting: Summer 2026

We are currently 60% billed through the invoicing period described above. Should you have any questions on this update, please feel free to call or email me at your convenience. Thank you for the opportunity to provide professional services for the City of Clive.

Respectfully,
SNYDER & ASSOCIATES, INC.

A handwritten signature in blue ink, appearing to read 'B. Paige'.

Brett Paige, P.E.
Civil Engineer



Memo

TO: Mayor and Council members

FROM: Mark Rehberg, Captain / Operations Commander

DATE: October 9, 2025

RE: Approve Purchase - Stiver's Ford - Police Patrol Cars - \$96,800.00.

SYNOPSIS:

Request for approval of payment to Stiver's Ford, Waukegan, for \$96,800.00 for two Ford SUV police cars. One as a replacement for a damaged car and the second is included in the 2026 CEP.

Attachments:

1. Stivers PA - Signed



Memo

TO: Mayor and Council
FROM: Mark Rehberg, Chief of Police
DATE: September 24, 2025
RE: Patrol car purchase – Stiver's Ford

Mayor and Council,

We are seeking approval for payment of two Patrol Cars for the Clive Police Department. One of these cars is in the replacement cycle of the Capitol Equipment Plan (CEP) the second is for the replacement of a car that was totaled in a crash earlier this year.

Both replacements are in the possession of Stiver's Ford and will be delivered immediately. The total cost for both is \$96,800.00 (48,800 each). These are Hybrid vehicles which we have purchased in the past and had good luck with.

The cost of the vehicles does not include upfitting, however, those costs will be minimized with payments pending from the insurance company, and by gaining the ability to reuse much of the equipment that will move into the new cars from older Ford SUVs. Once older units are rotated out, they will be placed on GovDeals to be sold.

Invoices are attached and staff recommend approval for these replacements.

A handwritten signature in blue ink, appearing to be "Mark Rehberg".

Mark Rehberg
Chief of Police

INVOICE NO. F264631450 HICKMAN ROAD
WAUKEE, IA 50263
(800)747-2744
WWW.STIVERSFORDIA.COM**CAR INVOICE**

Sold To: CITY OF CLIVE				Date: 09/24/2025	
Address: 1900 NW 114TH STREET CLIVE, IA 50325-1077					
Home Number: (515)867-5065		Work Number: (515)223-6220		Salesman: ROBERT LONG	
				2nd Salesman: N/A	
☒ NEW ☐ USED	Year: 2025	Make: FORD	Model: POLICE INTER UTILITY AW	Color: BLACK	Body: 119 INCH WHEELBASE
Vehicle Ident. or Serial Number: 1FM5K8AW1SGA17980				Key No.:	STOCK: F26463

Year:	Make:	Model:
VIN:		
Balance Owed on Trade-In		
Payoff N/A		
Finance Company N/A		
Address N/A		
First Payment Due 09/24/2025		

**EQUIPPED AS PER
FEDERAL PRICE LABEL**

HOLDBACK
1,007.00
VEHICLE MILES
5
CUSTOMER EMAIL
JJOLLEY@CITYOFCLIVE.COM
FINANCE MANAGER
DALTON GENESER
DEALER INSTALLED:
N/A

TOTAL=

PRICE OF CAR	48,400.00
	N/A
	N/A
N/A	N/A
	N/A
EXTRAS	
FACTORY INSTALLED	N/A
DEALER INSTALLED	N/A
DOCUMENTATION FEE	N/A
FEE FOR NEW REGISTRATION	N/A
LIC/TITLE/LIEN	N/A
TOTAL CASH PRICE	48,400.00
COST OF FINANCING	N/A
DEALER INSTALLED	
TOTAL CASH PRICED	48,400.00
SETTLEMENT	
CASH	N/A
CASH ON DELIVERY	
USED CAR	N/A
PAYMENTS	
1 AT \$ 48,400.00	
AT \$	
TOTAL	48,400.00

**NO PUBLIC LIABILITY OR PROPERTY DAMAGE
INSURANCE ISSUED WITH THIS TRANSACTION UNLESS
HEREIN STATED**

INVOICE NO. F264651450 HICKMAN ROAD
WAUKEE, IA 50263
(800)747-2744
WWW.STIVERSFORDIA.COM**CAR INVOICE**

Sold To: CITY OF CLIVE				Date: 09/24/2025	
Address: 1900 NW 114TH STREET CLIVE, IA 50325-1077					
Home Number: (515)867-5065		Work Number: (515)223-6220		Salesman: ROBERT LONG	
				2 nd Salesman: N/A	
☒ NEW ☐ USED	Year: 2025	Make: FORD	Model: POLICE INTER UTILITY AW	Color: BLACK	Body: 119 INCH WHEELBASE
Vehicle Ident. or Serial Number: 1FM5K8AW2SGA14036				Key No.:	STOCK: F26465

Year:	Make:	Model:
VIN:		
Balance Owed on Trade-In		
* Payoff N/A		
Finance Company N/A		
Address N/A		
* First Payment Due 09/24/2025		

EQUIPPED AS PER FEDERAL PRICE LABEL HOLDBACK VEHICLE MILES 20 CUSTOMER EMAIL JJOLLEY@CITYOFCLIVE.COM FINANCE MANAGER DALTON GENESER DEALER INSTALLED: N/A TOTAL=

PRICE OF CAR	48,400.00
	N/A
	N/A
N/A	N/A
	N/A
EXTRAS	
FACTORY INSTALLED	N/A
DEALER INSTALLED	N/A
DOCUMENTATION FEE	N/A
FEE FOR NEW REGISTRATION	N/A
LIC/TITLE/LIEN	N/A
TOTAL CASH PRICE	48,400.00
COST OF FINANCING	N/A
DEALER INSTALLED	
TOTAL CASH PRICED	48,400.00
SETTLEMENT	
CASH	N/A
CASH ON DELIVERY	
USED CAR	N/A
PAYMENTS	
1 AT \$ 48,400.00	
AT \$	
TOTAL	48,400.00

**NO PUBLIC LIABILITY OR PROPERTY DAMAGE
INSURANCE ISSUED WITH THIS TRANSACTION UNLESS
HEREIN STATED**



Memo

TO: Mayor and Council members

FROM: Jeff Thielen, Parks Manager

DATE: October 9, 2025

RE: Approve Purchase of Aquatic Center Asphalt Shingle Roofing - Wolf Construction Services - \$69,690.00

SYNOPSIS:

Included in the Capital Equipment budget are funds to replace the 20-plus-year-old asphalt shingle roof on the aquatic center bathhouse and pump-house. The shingles chosen for this project is a Landmark Climateflex in weatherwood color to match the same shingle proposed for the Greenbelt Landing events building. Numerous local roofing contractors were solicited with spec sheets for this project.

Please see the breakdown of quotations received.

1. Wolf Construction Services: \$69,690.00
2. Walter Roofing: \$78,450.39
3. JB Roofing: \$81,451.44

Staff recommends City Council approval of the Aquatic Center Roofing replacement project to Wolf Construction Services for \$69,690.00

Attachments:

1. Aquatic Asphalt Roof-Wolf-\$69,690.00



**Wolf Construction Services
Inc.**
Wolf Construction Services
2202 Wolf Way
West Des Moines, IA 50265
Phone: 515-225-8866

Project Quote

09/24/2025

Company Representative
Jon VanDis
Phone: (515) 822-1544
jvandis@wolfconstruction.net

Jeff Thielen
City of Clive
1801 Northwest 114th Street
Clive, IA 50325
(515) 238-0648

Job: Clive Aquatic Center

Certainteed Landmark Climateflex Quote

Wolf Roofing is a SELECT SHINGLE MASTER With CertainTeed.

Certainteed Landmark Climateflex shingles - Class 4 Impact Resistant

2 buildings only - West and Center buildings on site.

Base Bid: Estimate is valid for 30 days

Remove existing layer(s) of shingles

Disposal fees

Inspect and replace up to 3 sheets of damaged roof sheathing (\$75 per sheet after Labor & Materials)

Replace ridge ventilation, pipe boots and damaged step/head wall flashing if necessary

Install 6' of Ice and Water Protection at all eaves and in valleys, unless otherwise noted, Exceeds code

Install New 28 Gauge Drip Edge and Gutter Apron

Install CertainTeed Landmark Climateflex Limited Lifetime Warranty shingles, starter and cap.

Install synthetic felt

All Applicable Sales Tax

Exclusions:

New Power Vents not included.

Siding, Soffit, Sheathing

Brick or stone repairs

Skylight Replacement, Painting & Trim

Satellite Installation

Painting

Mech. Boots

Gutters, Downspouts and Toppers

Interior drywall cracks, landscaping, cracks in sidewalks or driveway

	Price
Reroof Both Buildings per spec (except 3.3)	\$67,990.00
Additional cost to do spec section 3.3 (extra eave protection)	\$1,700.00
TOTAL	\$69,690.00

Wolf Construction Services, Inc. is committed to constructing homes for families and businesses in a safe work environment. Through our integrity, work ethic and standard of excellence, we will assist you in realizing your American dream by delivering professional quality residential and commercial work. We, Wolf Construction Services, Inc., are not responsible for cracks in interior drywall or any other interior finish. Landscaping plants next to the exterior walls of the house could potentially be damaged during work. We ask that you trim them back or cover them as work is performed to keep potential damage to a minimum. Due to the weight of the materials and the equipment needed on site to complete the work, there could be damage to driveways, yards, etc. We have made every reasonable attempt to minimize these potential damages and are not responsible for any damages to the aforementioned.

Wolf Construction Services, Inc. frequently uses photos of completed projects for marketing purposes (Website, print advertising, Facebook, etc.). We, Wolf Construction Services, Inc. promise to never use your name in conjunction with these pictures without your permission.

Estimate is valid for 30 days.

Company Authorized Signature

Date

Customer Signature

Date



Memo

TO: Mayor and Council members

FROM: Richard Brown, Leisure Services Director

DATE: October 9, 2025

RE: Approval of Quote for A/V Services for Greenbelt Landing from Conference Technologies, Inc (CTI) - \$27,121.12

SYNOPSIS:

The previously approved bids for the community building renovation included the provision and installation of a projector and screen for the building but did not include an audio component. Staff reached out to multiple vendors to get quotes for the purchase and installation of audio components for the community building renovation. These quotes requested the following services:

Audio System

The audio system shall consist of two zones of in-ceiling speakers, interior and exterior. Zones shall be separately controlled for volume, but do not need to be able to play different audio sources simultaneously. Suggested speaker layouts are attached but may need adjusted for optimal coverage after coordination with planned architectural, mechanical and lighting systems. Provide a wireless microphone combination unit with both a lapel mic and a handheld microphone. Audio sources shall be a wireless microphone system, video content (from projector) and an audio-only input. Provide six interior speakers and four exterior speakers.

Video System

A ceiling projector on a motorized lift is being provided for the space (Epson PowerLite L570U). AV contractor shall provide an HDMI input to extend video signal to the projector. AV contractor shall take audio out from the projector back to the audio system.

Control

A small control system with a wall controller is needed to control the following items:

1. Lower projector/power on, raise projector/power off
2. Exterior audio zone volume
3. Interior audio zone volume
4. Wireless microphone mixing up/down

The city received quotes from the following vendors:

- Communication Innovators — \$50,717.89
- CTI — \$23,951.69, plus wireless presenter alternate of \$3,169.43
- Tri-City Electric — \$34,942.27

Staff recommends approval of the quote from CTI in the amount of \$23,951.69 plus an alternate for the wireless presenter solution in the amount of \$3,169.43 for a total amount of \$27,121.12.

Attachments:

1. Greenbelt Landing Crestron Basis v2

2. Wireless Presenter - Add Alternate



PROPOSAL

City of Clive

**Community Building at Greenbelt Landing – Crestron
Basis v2**

Date

Tuesday, September 16, 2025

Prepared by

Kenny Rumbaugh
Design Consultant





Dear Richard Brown,

It was a pleasure to speak with you regarding your upcoming project. Thank you for the time to review your needs and identify your requirements. Based on our needs analysis we have developed a recommended solution for you. Conference Technologies, Inc. has the industry experience to create customized solutions to meet today's technology challenges. These solutions include consulting, design, implementation, and service. Enclosed is a project proposal for your review and consideration that outlines scope, timelines, deliverables, and our support plan to care for your investment. After review I will contact you to discuss any questions you or your team may have about this solution. Our team is excited about the opportunity to provide you with a fantastic experience and making your project a success.

Sincerely,

Kenny Rumbaugh
Design Consultant
CTI
515-297-8677
Kenny.Rumbaugh@cti.com

Scope of Work

Proposal Number: J25100271

Proposal Date: 9/16/2025

Prepared for: City of Clive

Attn: Richard Brown

Phone: (515) 223-5246

Email: RBrown@cityofclive.com

Prepared by: Kenny Rumbaugh

Phone: 515-297-8677

Email: Kenny.Rumbaugh@cti.com

Bill to:

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

Ship to:

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

Event 102:

Display System:

- 1, Owner provided projector.
 - Projector will be an Epson PowerLite L570U.
 - The City of Clive will provide the projector to CTI technicians when onsite for installation.
- 1, Owner provided in-ceiling projector lift.
 - The projector lift will be installed by others and installed prior to CTI deployment.

Video System:

- 1, Wall plate with HDMI input.
 - The wall plate will extend video over CATx cable to a receiver at the projector.

Audio System:

- 1, Digital Signal Processor (DSP).
 - The DSP will be responsible for the mixing and routing of audio to the proper zones.
 - Audio mixes will consist of both voice and source/program audio.
 - Audio zones will consist of interior and exterior speaker zones.
- 1, Wireless microphone combo kit.
 - The combo kit will come with (1) receiver, (1) belt pack transmitter with lapel microphone, and (1) handheld transmitter with capsule.
 - Only (1) transmitter can be used at a time with the receiver. Using both transmitters at the same time will compromise the quality of the audio system.
- 1, Diversity microphone antenna.
 - The antenna will be wall mounted within the room.
- 1, Wall plate audio input with Bluetooth.
 - The wall plate will feature both 3.5mm and RCA inputs for audio playback within the room.
 - The wall plate will feature a Bluetooth receiver for wireless audio transmission into the system.
- 6, In-ceiling speakers.
 - These speakers will be part of the interior audio zone.
 - The speakers will be powered by (1) channel of the rack mounted amplifier.
- 4, Pendant speakers.
 - The speakers will be part of the exterior audio zone.
 - The speakers will be mounted above the slotted ceiling of the exterior landing.
 - The speakers will be powered by (1) channel of the rack mounted amplifier.
- 1, 2-channel 300W power amplifier.
 - The amplifier will reside in the equipment rack.

Control System:

- The DSP will also serve as the control processor for the AV system. Room controls will include but are not limited to the following:
 - Projector power on/off
 - Projector lift up/down will be tied to the projector power commands.
 - Volume ramping with mute toggle. Volume levels controls will include the following:

- Source/Program audio
 - This will include content shown at the video projector and the audio input plate/Bluetooth.
 - Voice Reinforcement
 - Interior Zone
 - Exterior Zone
- System startup/shutdown macros
- 1, Presentation controller with customizable backlit buttons.
 - The controller will be wall mounted and provide a means to control the system as noted.
- 1, 12-port PoE+ AV network switch.
 - The network switch will reside in the equipment rack and provide a means of communication between various AV devices.

Rack System:

- 1, 12 Rack Unit, wall mounted equipment rack.
 - CTI will mount the rack in a nearby closet.
 - CTI will require power and pathways at the rack location.
- 1, 9-outlet power distribution unit (PDU).
 - The PDU will be rack mounted and provide power for rack-based equipment.

Equipment Location Plan

- Wall mounted device locations will be coordinated with City of Clive representatives prior to installation of the system.
- Equipment rack location will be coordinated with City of Clive representatives prior to installation.

System Training

- CTI will provide full end user training to select City of Clive users upon completion of system commissioning.

Why Choose CTI?

Built **one** project at a time since 1988, our reputation has made us one of the country's fastest-growing and most respected technology solutions providers.

Our Mission: Provide a Fantastic Customer Experience.

Our Promise: We will be Fair, Fast, and Flexible.

Our People: We put the **Right People** in the **Right Place** at the **Right Time**.



About CTI

- **Founded in 1988** as Conference Technologies, Inc., with a single office in St. Louis
- Now the **largest privately held** systems integrator in the US
- Over **1,200 employees** in 43 offices: New York to Los Angeles, Minneapolis to Houston, and serving the UK from London and Nottinghamshire.
- Available in 65 countries on six continents via the PSNI Global Alliance.
- Authorized reseller of more than **320 product lines**
- **Demonstrated value** through past projects and client testimonials
- From a single room to a global project, CTI can **build it right**

CTI Complete

Your **relationship with CTI** doesn't end when the integration is finished: every CTI integration includes a year of CTI COMPLETE support from our CTI CARE Team

- Built around your team and your needs!
- Proactive Monitoring and Preventive Maintenance
- On-Demand Service & Support
- CTI Care Team
- Critical Meeting support



AV Managed Services and Support

- Service plans tailored to your environment, goals, and systems
- Preventive maintenance, along with proactive monitoring and service
- Available for all systems, not just those integrated by CTI
- From on-call to fully managed with embedded staff. Let's talk about what you need.

Bill of Materials

Greenbelt Landing - Crestron/BiAmp

Manufacturer	P/N	Description	Qty	Unit Price	Ext. Price
Display Systems Equipment: \$0.00					
Epson	OFE - PROJECTOR	Owner provided Epson Powerlite L570U	1	\$0.00	\$0.00
OFE	OFE - PROJECTOR LIFT	Owner provided projector lift. To be installed by others.	1	\$0.00	\$0.00
Video Systems Equipment: \$562.82					
Crestron	HD-TXC-4KZ-101-1G-W	DM Essentials 4K60 4:4:4 Transmitter for HDMI , RS-232, and IR Signal Extension over CATx Cable, Wall Plate, White	1	\$299.76	\$299.76
Crestron	HD-RXC-4KZ-101	DM Essentials 4K60 4:4:4 Receiver for HDMI , RS-232, and IR Signal Extension over CATx Cable	1	\$263.06	\$263.06
Audio Systems Equipment: \$9,964.64					
Biamp	TesiraFORTE AVB CI	TesiraFORTE AVB CI	1	\$2,785.59	\$2,785.59
Biamp	TesiraCONNECT TC-5D	5-port expansion device with AVB to Dante Bridging	1	\$1,224.18	\$1,224.18
Shure	SLXD124/85M-J52	COMBO SYS W/ SM58 & WL185M 558-616MHZ	1	\$885.18	\$885.18
Audio Technica	D-ARC	DIVERSITY ARCHITECTURAL ANTENNA FOR WRLS	1	\$568.24	\$568.24
Symetrix	xIO Bluetooth RCA-3.5, White	Dante I/O endpoint, Bluetooth media in, Bluetooth phone I/O, stereo RCA I/O, stereo 3.5mm I/O, 4x4 Dante, PoE, Decora double-gang, white	1	\$888.24	\$888.24
RDL	SF-BNC2	Bidirectional Unbalanced Stereo Audio Network Interface - Dante	1	\$668.70	\$668.70

Biamp	911.1948.900	Voltera A 300.2	1	\$617.65	\$617.65
Biamp	910.0105.900	DX-IC6-B	6	\$187.65	\$1,125.90
Biamp	911.0923.900	P6-SM Black	4	\$300.24	\$1,200.96
Control Systems Equipment: \$1,418.36					
Crestron	MPC3-102-B	3-Series Media Presentation Controller 102, Black	1	\$844.24	\$844.24
Netgear	GSM4212P-100NAS	M4250-10G2F-POE+ AV SWITCH PERP	1	\$574.12	\$574.12
Rack Accessories and Furniture: \$826.63					
Middle Atlantic	CWR-12-22VD	2'DATA WALL CAB VNTD 22D	1	\$653.29	\$653.29
Atlas	AP-S15A	15A Power Conditioner and Distribution Unit with IEC Power Cord	1	\$145.81	\$145.81
Middle Atlantic	HP-24	100PC 12-24 RACK SCREWS W	1	\$27.53	\$27.53

Your Investment

Below is the cost of this solution based on the outlined scope of work. If you have questions about the complete solution, please let us know how we can help align this investment with additional needs or changes in scope.

Proposal Summary

Description	Price
Equipment	\$12,772.45
Implementation Services	\$11,179.24
Subtotal	\$23,951.69
Tax	\$0.00
Grand Total	\$23,951.69

Recommended

Description	Price
2 Additional Years CTI Complete Service Agreement	\$2,053.28
4 Additional Years CTI Complete Service Agreement	\$4,106.55

Down Payment Requirements

Down payment of 60% required to initiate order.

Standard Disclaimer

CTI provides for twelve (12) months of **CTI Complete** on all system purchases. CTI warrants the system implemented is free from defects in material and workmanship, in accordance with the contract, drawings, specifications, alterations and additions thereto, for a period of twelve (12) months from the date of commencement of use, substantial completion, or date of notice of completion, whichever occurs first. This coverage does not protect against consumables, severe weather, and acts of God.

Terms

Terms are NET 30 with approved credit. For orders that exceed ten thousand dollars; 60% to initiate order, 40% upon completion, or progress billing based on purchase agreement at time of order. Payments made by credit card are subject to a 3.0% fee.

All applicable taxes are the responsibility of the purchaser and will be added to the final invoice. Any cancelled orders or returns are subject to manufacturer acceptance; shipping and restocking fees may apply. This proposal is valid for fourteen (14) days.

Taxes and Tariffs

City of Clive is responsible for all applicable taxes, including but not limited to sales tax, value-added tax (VAT), and goods and services tax (GST), as well as any import duties, tariffs, and customs fees imposed by the destination location. These charges are not included in the product price or freight and must be paid by City of Clive. The Seller will provide all necessary documentation for customs clearance, and both parties agree to comply with all relevant laws and regulations regarding these charges.

Installation Description and Requirements

Provided by CTI: If installation is purchased, CTI will install all A/V components. CTI will also perform all programming, alignments, and end-user training. CTI will provide A/V project management, and provide drawings as required. This install price assumes a Monday through Friday 8:00am to 5:00pm install time. Room availability must be in consecutive 8-hour blocks. Any required changes or rushes may affect the final price.

Provided by Others

Electrical requirements are to be provided by others unless specifically included in CTI Scope of Work.

Statement

This system proposal is the property of CTI and is delivered with the sole intent of being viewed by management of City of Clive for evaluation purposes only. This proposal or any part of this proposal is not to be presented to, or viewed by any other party, vendor, or CTI competitor without the written consent of CTI. Any effort to do so will be considered a violation of copyright law.

Next Steps

- 1. Upon Notice to Proceed, CTI will begin executing the project plan with an internal handoff of the project to our operations team.
- 2. If you have questions about the process as we move forward, please contact me at Kenny.Rumbaugh@cti.com or 515-297-8677.
- 3. You will be contacted by a CTI Project Manager to schedule a project kickoff meeting to review the project scope and schedule.

Total
J25100271 - \$23,951.69

Customer Signature

Printed Name

Title

Date

CTI Signature

Printed Name

Title

Date



PROPOSAL

City of Clive

**Community Building at Greenbelt Landing - Wireless
Presenter Add Alternate**

Date

Tuesday, September 16, 2025

Prepared by

Kenny Rumbaugh
Design Consultant





Dear Richard Brown,

It was a pleasure to speak with you regarding your upcoming project. Thank you for the time to review your needs and identify your requirements. Based on our needs analysis we have developed a recommended solution for you. Conference Technologies, Inc. has the industry experience to create customized solutions to meet today's technology challenges. These solutions include consulting, design, implementation, and service. Enclosed is a project proposal for your review and consideration that outlines scope, timelines, deliverables, and our support plan to care for your investment. After review I will contact you to discuss any questions you or your team may have about this solution. Our team is excited about the opportunity to provide you with a fantastic experience and making your project a success.

Sincerely,

Kenny Rumbaugh
Design Consultant
CTI
515-297-8677
Kenny.Rumbaugh@cti.com

Scope of Work

Proposal Number: J25100271

Proposal Date: 9/16/2025

Prepared for: City of Clive

Attn: Richard Brown

Phone: (515) 223-5246

Email: RBrown@cityofclive.com

Prepared by: Kenny Rumbaugh

Phone: 515-297-8677

Email: Kenny.Rumbaugh@cti.com

Bill to:

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

Ship to:

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

Event 102:

Wireless Presentation

Add a Crestron AirMedia wireless presentation kit with two presentation buttons to the new AV system.

CTI will provide full end user training to select City of Clive users upon completion of system commissioning.

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- Service plans tailored to your environment, goals, and systems
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- Available for all systems, not just those integrated by CTI
- From on-call to fully managed with embedded staff. Let's talk about what you need.

Bill of Materials

Wireless Presenter (Add Alternate)

Manufacturer	P/N	Description	Qty	Unit Price	Ext. Price
Video Systems Equipment: \$2,526.59					
Crestron	AM3-212 KIT	AirMedia Series 3 Kit with AM-3200-WF Receiver, two AM-TX3-100 Buttons, and Cradle	1	\$2,526.59	\$2,526.59

Your Investment

Below is the cost of this solution based on the outlined scope of work. If you have questions about the complete solution, please let us know how we can help align this investment with additional needs or changes in scope.

Proposal Summary

Description	Price
Equipment	\$2,526.59
Implementation Services may include Misc. Install Materials, Control and Audio Programming, Engineering, Project Management, General Labor, Travel, Admin, Complete Warranty, Freight & Training	\$642.84
Subtotal	\$3,169.43
Tax	\$0.00
Grand Total	\$3,169.43

Recommended

Description	Price
2 Additional Years CTI Complete Service Agreement	\$267.64
4 Additional Years CTI Complete Service Agreement	\$535.28

Down Payment Requirements

Down payment of 60% required to initiate order.

Standard Disclaimer

CTI provides for twelve (12) months of **CTI Complete** on all system purchases. CTI warrants the system implemented is free from defects in material and workmanship, in accordance with the contract, drawings, specifications, alterations and additions thereto, for a period of twelve (12) months from the date of commencement of use, substantial completion, or date of notice of completion, whichever occurs first. This coverage does not protect against consumables, severe weather, and acts of God.

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Next Steps

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2. If you have questions about the process as we move forward, please contact me at Kenny.Rumbaugh@cti.com or 515-297-8677.
3. You will be contacted by a CTI Project Manager to schedule a project kickoff meeting to review the project scope and schedule.

Total
J25100271 - \$3,169.43

Customer Signature

Printed Name

Title

Date

CTI Signature

Printed Name

Title

Date



Memo

TO: Mayor and Council members

FROM: Matt McQuillen, City Manager

DATE: October 9, 2025

RE: Resolution Authorizing City Manager to Proceed with Service Two - PFM Group Consulting LLC - Benchmarking Comparison Cities Project - \$18,440.00

SYNOPSIS:

As discussed during strategic planning, staff and the team from PFM continue to progress on Service 1 of the "Dip Study" effort, which includes the development of a 10-year financial planning tool to create a base financial case of Clive's future and potential challenges for revenues and expenditures. The plan is to present the 10-year financial model along with certain short-term "initiatives" to the City Council by the end of the calendar year to inform the upcoming budget process and allow for adjustments in case any changes to Iowa's property tax system occur during the upcoming legislative session.

As the Service 1 effort is wrapped up in the coming months, staff and the PFM team are ready to begin the Service 2 effort of identifying and benchmarking Clive against comparison cities that are further in their build-out life cycle to determine potential lessons learned and to inform future policy considerations for Clive as we reach our build-out condition. As outlined in the original proposal, this effort has a not-to-exceed cost of \$18,440 and the services to be delivered include identification of comparable cities, surveying and interviewing those cities with the production of a final report. Staff is recommending approval of initiating the Service 2 effort as outlined with the final report expected to be delivered this winter to inform any next steps following the upcoming legislative session and strategic planning prioritization next summer.

Attachments:

1. Res Approving PSA w PFM Service 2 - Compare City 10-9-25
2. PFM Contract - Service 2 Benchmark Cities Project

RESOLUTION NO. _____

RESOLUTION AUTHORIZING CITY MANAGER TO PROCEED WITH SERVICE TWO
WITH PFM GROUP CONSULTING LLC FOR BENCHMARKING COMPARABLE CITIES
PROJECT

WHEREAS, recently the City has identified a priority to benchmark itself against other cities who have comparable characteristics (the “Project”); and

WHEREAS, the City has extensive experience working with Public Financial Management (PFM) as the City’s financial adviser for bond issues, tax-incremental financing and municipal utility cash flows; and

WHEREAS, the City has already contracted with the PFM Group Consulting division of PFM for the Service 1 effort of developed a long-term financial analysis for the City; and

WHEREAS, PFM Group Consulting has outlined three service areas in the attached proposal with the City desiring to move forward on Service 2 for the Project at this time.

NOW, THEREFORE, be it resolved by the City Council of Clive, Iowa that the City Manager is authorized to proceed with Service 2 in the attached proposal at an amount not-to-exceed \$18,440 plus customary expenses for the Benchmarking Comparable Cities Project.

PASSED AND APPROVED this 9th day of October, 2025.

CITY OF CLIVE, IOWA

By: _____
John Edwards, Mayor

ATTEST:

By: _____
Matthew Graham, City Clerk

AGREEMENT FOR CONSULTING SERVICES

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

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

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

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

I. SCOPE OF SERVICES

PFM shall provide, upon request of the Client, services related to benchmarking comparable cities, as set forth in Exhibit A, Service 2 to this Agreement. Any material changes in or additions to the scope of services described in Exhibit A, Service 2 shall be promptly reflected in a written supplement or amendment to this Agreement. Services provided by PFM which are not specifically referenced in the scope of services set forth in Exhibit A, Service 2 of this Agreement shall be completed as agreed in writing in advance between the Client and PFM. Upon request of Client, an affiliate of PFM or a third party referred or otherwise introduced by PFM and/or designated by the Client may agree to additional services to be provided under a separate writing, including separate scope and compensation, between Client and such affiliate or third party.

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

II. WORK SCHEDULE

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

III. ADVISORY COMPENSATION; REIMBURSEMENT OF EXPENSES

For the services provided under this Agreement, PFM's professional fees shall be paid as provided in Exhibit B to this Agreement, with hourly charges for services capped at \$18,440, and Client shall pay expenses and fees for other services not set forth in Exhibit A as provided below. All fees shall be due to PFM within thirty (30) days of the date of receipt of invoice.

1. Reimbursable Expenses

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

2. Other Services

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

IV. TERMS AND TERMINATION

This Agreement shall be effective from January 2, 2025 until March 31, 2026, unless terminated in writing by either party upon thirty (30) days written notice to the other party.

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

V. ASSIGNMENT

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

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

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

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

VII. NOTICES

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

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

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

VIII. TITLE TRANSFER

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

IX. PFM'S REPRESENTATIVES

1. Assignment of Named Individuals

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

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

2. Changes in Advisory Team Requested by the Client

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

X. INSURANCE

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

XI. LIMITATION OF LIABILITY; INDEMNIFICATION

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

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

XII. INDEPENDENT CONTRACTOR

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

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

XIII. APPLICABLE LAW

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

XIV. ENTIRE AGREEMENT; SEVERABILITY

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

XV. EXECUTION; COUNTERPARTS

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

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

CITY OF CLIVE, IOWA

By: _____

Name: _____

Title: _____

Date: _____

PFM GROUP CONSULTING LLC

A handwritten signature in blue ink, appearing to read "Gordon J. Man II".

By: _____

Name: Gordon Man

Title: Managing Director

Date: September 26, 2025

EXHIBIT A
SCOPE OF SERVICES

July 31, 2024

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

Dear Matt,

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

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

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

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

Construct an Excel-based Financial Planning Model

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

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

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

The activities associated with developing the financial projection model:

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

Draft and Communicate Findings

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

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

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

Service 1 Cost Proposal

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

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

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

SERVICE 2: BENCHMARKING COMPARABLE CITIES

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

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

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

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

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

Service 2 Cost Proposal

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

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

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

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

SERVICE 3: ECONOMIC AND COMMUNITY DEVELOPMENT STRATEGIES

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

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

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

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

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

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

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

Service 3 Cost Proposal

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

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

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

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

PROJECT TEAM

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

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

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

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

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

AFFILIATE SERVICES

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

TIMELINES

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

SUMMARY

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

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

Sincerely,

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

Randall Bauer, Director
PFM Group Consulting

EXHIBIT B
COMPENSATION FOR SERVICES

Service 2 Cost Proposal

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

Task	Activities	Director \$345/hour	Senior Analyst \$245/hour	Research Assistant \$100/hour	Total Hours Per Task	Total Cost Per Task
Identify and agree on comparable cities		4	4		8	\$2,440
Survey comparable cities, analyze results		4	8	20	12	\$3,500
Follow-up interviews		4	8		12	\$3,500
Provide written findings		8	16		24	\$7,000
Total Hours All Tasks		20	36	20	56	
Cost of Combined Tasks		\$6,900	\$9,540	\$2,000		\$18,440
			<u>\$18,440</u>			

PFMGC also proposes billing for normal and customary travel expenses, including transportation (coach airfare), lodging and meals. PFMGC provides receipts for all billed expenses and does not apply an administrative mark-up. Because the proposed project manager is located in PFM's Des Moines office, there are no expected travel expenses for the in-scope activities for Service 2.

EXHIBIT C
INSURANCE COVERAGE



Insurance Statement

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

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

Deductibles/SIR:

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

General Liability \$0

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

Crime \$50,000

Insurance Company & AM Best Rating

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/7/2024

12/7/2023

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

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

PRODUCER Lockton Companies 1185 Avenue of the Americas, Suite 2010 New York NY 10036 646-572-7300	CONTACT NAME:	FAX (A/C, No):	
	PHONE (A/C, No, Ext):	E-MAIL ADDRESS:	
INSURED PFM Group Consulting LLC 1735 Market St Fl 42 Philadelphia PA 19103	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: The Continental Insurance Company		35289
	INSURER B: AIG Specialty Insurance Company		26883
	INSURER C:		
	INSURER D:		
	INSURER E:		
INSURER F:			

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

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

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

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

CERTIFICATE HOLDER**CANCELLATION**

EVIDENCE OF COVERAGE

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

AUTHORIZED REPRESENTATIVE

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Memo

TO: Mayor and Council members

FROM: Matthew Graham, City Clerk

DATE: October 9, 2025

RE: Resolution Approving Dallas County Nuisance Abatement
Assessments - Mowing - 3430 NW 169th Street, 18027 Tanglewood Drive,
18013 Tanglewood Drive

SYNOPSIS:

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

Attachments:

1. assess mowing resolution \$1-\$499
2. assessment schedule-dallas.xls

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: Matthew Graham, City Clerk

DATE: October 9, 2025

RE: Resolution Approving Polk County Nuisance Abatement Assessments -
Mowing - 8624 Summit Drive, 10414 Clark Street

SYNOPSIS:

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

Attachments:

1. assess mowing resolution \$1-\$499
2. assessment schedule-polk.xls

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
Polk County**

[illegible]



Memo

TO: Mayor and Council members

FROM: Kelly Rivera, Administrative Specialist

DATE: October 9, 2025

RE: Resolution Accepting 1st Amendment to Overland Flowage and Private Storm Sewer Easement for Shadow Creek Plat 5, Lot 51 - 17763 Valleyview DR

SYNOPSIS:

The owner of 17763 Valleyview DR has requested approval to install a fence within the Overland Flowage and Private Storm Sewer Easement on the subject property. The request has been reviewed by staff who have determined that the fence should not have a negative impact on said easement.

The property owner has executed the attached First Amendment to Overland Flowage and Private Storm Sewer Easement which outlines additional responsibilities associated with the improvement within the easement area. Staff would recommend approval of the easement amendment document.

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

Attachments:

1. Resolution Accepting 1st Amendment to Overland Flowage and Private Storm Sewer Easement for Shadow Creek Plat 5, Lot 51 - 17763 Valleyview D

RESOLUTION NO. _____

RESOLUTION ACCEPTING
FIRST AMENDMENT TO OVERLAND FLOWAGE AND
PRIVATE STORM SEWER EASEMENT FOR
LOT 51 IN SHADOW CREEK PLAT 5
17763 VALLEYVIEW DR

WHEREAS, the owner of Lot 51 in Shadow Creek Plat 5 in the City of Clive, Iowa (the “Property”) has submitted to the City of Clive a First Amendment to Overland Flowage and Private Storm Sewer Easement to permit the installation of a fence within the easement area on the Property; and

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

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

That the First Amendment to Overland Flowage and Private Storm Sewer Easement (“First Amendment”) regarding Lot 51, Shadow Creek Plat 5, is hereby accepted and approved by the City Council of the City of Clive, that the Mayor is hereby authorized to execute such First Amendment on behalf of the City, and the City Clerk to attest to his signature, and that the City Clerk is hereby authorized and directed to file the First Amendment with the Dallas County Recorder.

PASSED AND APPROVED this 9th day of October 2025.

By: _____
John Edwards, Mayor

ATTEST:

Matthew D. Graham, City Clerk

Preparer Information: Kelly Rivera, 1900 NW 114th ST, Clive, Iowa 50325 Phone (515) 223-6221
Return to: Matthew D. Graham, City Clerk, City of Clive, 1900 NW 114th ST, Clive, Iowa 50325

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

This First Amendment to Overland Flowage and Private Storm Sewer Easement (“First Amendment”) is entered into by and between Valleyview LLC (the “Property Owner”) and the City of Clive, Iowa, a municipal corporation (hereinafter called “City”).

WHEREAS, Property Owner owns that property legally described as:

Lot 51 of Shadow Creek Plat 5 (17763 Valleyview DR), an Official Plat, now included in and forming a part of the City of Clive, Dallas County, Iowa (“Property”).

WHEREAS, Shadow Creek V, LLC, an Iowa corporation, a predecessor in title to the Property Owner, granted that certain Overland Flowage and Private Storm Sewer, dated August 26, 2021 recorded on August 30, 2021, in Book 2021, Page 25460, in the real property records of Dallas County, Iowa (the “Easement”) to the City, which prohibited the erection of any structure within the easement area.

WHEREAS, the Property Owner desires to install a fence on the Property, which encroaches into the easement area, and the City has agreed to consent to the installation of the fence within the easement area, subject to the conditions set forth in Section 2 of this Amendment.

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

1. **CITY CONSENT TO INSTALLATION OF FENCE.** The Easement prohibits Property Owner from locating any structure under, over, on, through, across or within the Easement Area without obtaining the prior written consent of the City. Property Owner desires to install a fence within the Easement Area. The City hereby consents to the installation of the fence which is within the easement area, provided that the Property Owner installs and maintains the fence such that it does not impede the use and enjoyment of the land within the easement area as originally outlined in the Easement.

2. MAINTENANCE AND LIABILITY. The Property Owner acknowledges and agrees that in the event that the City exercises its rights under the Easement, including the rights to construct, reconstruct, repair, replace, enlarge, inspect and maintain the overland flowage and private storm sewer area(s), the City's duty of restoration for the easement area shall be limited to grading and replacing grass. In no event shall the City be responsible for any reconstruction, replacement, repair or maintenance of the driveway and retaining wall or any improvements or structure located within the easement area.

Additionally, the Property Owners acknowledge and agree that the fence's lowest horizontal member shall be a minimum of 4" above grade or shall be open style to allow the conveyance of storm water through the easement. Gates shall be placed within the easement on the east and west sides of the property and shall not be blocked with landscaping, etc. The gates shall swing inward and remain unlocked to allow staff access.

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

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

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

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

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

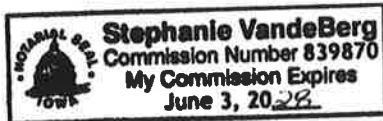
Signed this 30th day of September 2025.

PROPERTY OWNER


Matthew Klein for
Valleyview LLC

STATE OF IOWA)
) SS
COUNTY OF POLK)

On this 1st day of October 2025, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Matthew Klein, owner of Valleyview LLC, to me known to be the identical person named in and who executed the foregoing instrument, and acknowledged that the person executed the instrument as the voluntary act of the person.



Stephanie Vandenberg
Notary Public in and for the
State of Iowa

My Commission expires 6/3/28

CITY OF CLIVE

By: _____
John Edwards, Mayor

Attest:

Matthew D. Graham
City Clerk

STATE OF IOWA)
) ss.
COUNTY OF POLK)

On this ____ day of October 2025, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared John Edwards and Matthew D. Graham, to me personally known, and, who, being by me duly sworn, did say that they are the Mayor and the City Clerk, respectively, of the City of Clive, Iowa; that the seal affixed to the foregoing instrument is the corporate seal of the corporation, and that the instrument was signed and sealed on behalf of the corporation, by authority of its City Council, as contained in Resolution No. _____ adopted by the City Council, under Roll Call of the City Council on the 9th day of October, 2025, and that John Edwards and Matthew D. Graham, acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation, by it voluntarily executed.

Notary Public in and for the
State of Iowa

My Commission expires _____



Memo

TO: Mayor and Council members

FROM: Amanda Grutzmacher, Senior Planner

DATE: October 9, 2025

RE: Resolution Setting Public Hearing (11/13/2025, 6:00 p.m.) - Zoning Ordinance Amendment Regarding Boarding and Lodging Houses

SYNOPSIS:

Staff recommends setting public hearing to amend the zoning ordinance regarding regulations for boarding and lodging houses. The proposed amendment will bring the zoning ordinance into conformity with the proposed rental housing program updates by recognizing boarding and lodging houses as specific uses.

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

Attachments:

1. Resolution Setting Public Hearing ZO Boarding and Lodging

RESOLUTION NO. _____

RESOLUTION SETTING DATE OF PUBLIC HEARING TO CONSIDER AMENDING
PROVISIONS OF THE ZONING ORDINANCE OF THE CITY OF CLIVE, IOWA,
REGARDING BOARDING AND LODGING HOUSES

WHEREAS, the City Council of the City of Clive, Iowa (the “City”) desires to consider certain amendments to the Zoning Ordinance (“the Zoning Ordinance”) of the City of Clive Code of Ordinances regarding the regulation of boarding and lodging houses; and

WHEREAS, it is the desire of the City Council that the proposed amendments to the Zoning Ordinance be considered by the Clive Planning and Zoning Commission and that such Commission file its report with the City Council prior to the time established herein for public hearing on said proposed amendments; and

WHEREAS, a public hearing upon the proposed amendments to the Zoning Ordinance should be held and a time and place for hearing thereon should be fixed.

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

1. That a public hearing be held by the Clive City Council on the proposed amendments to the Zoning Ordinance, at the Clive Council Chambers, 1900 NW 114th Street, Clive, Iowa, at 6 p.m. on November 13, 2025, at which time the City Council will consider any objections to the proposed amendments and will hear all interested persons.
2. That the Mayor and Clerk be and hereby are authorized and instructed to give Notice of said public hearing, as required by law.
3. That the Planning and Zoning Commission be and is hereby directed to consider said proposed amendments to the Zoning Ordinance and to file its report with the City Council prior to the time of said public hearing.

PASSED AND APPROVED THIS ____ of _____. 2025.

CITY OF CLIVE, IOWA

By: _____
John Edwards, Mayor

ATTEST:

Matthew Graham, City Clerk



Memo

TO: Mayor and Council members

FROM: Amanda Grutzmacher, Senior Planner

DATE: October 9, 2025

RE: Resolution Setting Public Hearing (11/13/2025, 6:00 p.m.) - Vacating a Portion of Lot 49 of Shadow Creek Plat 6

SYNOPSIS:

In 2023, Keys Custom Homes, LLC donated a 1,601 square foot portion of Lot 49 of Shadow Creek Plat 6 (Parcel 23-45) to the City of Clive as parkland in order for the property to qualify for the Disabled Veteran Homestead Property Tax Credit. The current owners of the remaining portion of Lot 49 have requested Parcel 23-45 be vacated and sold to them to restore the original lot configuration. Though adjacent to the future extension of the Greenbelt Trail, Parcel 23-45 would not easily be incorporated into public recreation space due to its configuration and surrounding improvements.

Staff recommends setting a public hearing to consider vacating a portion of Lot 49 of Shadow Creek Plat 6.

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

Attachments:

1. Resolution Setting Public Hearing

RESOLUTION SETTING DATE OF PUBLIC HEARING TO CONSIDER
VACATING A PORTION OF LOT 49 OF SHADOW CREEK PLAT 6

WHEREAS, the City of Clive currently holds title to certain real estate which constitutes a part of Lot 49 of Shadow Creek Plat 6 in the City of Clive and is legally described as set forth in Exhibit A attached hereto and incorporated herein by this reference (the "Real Estate"); and

WHEREAS, the Real Estate described above was donated to the City of Clive as park land, but is no longer necessary; and

WHEREAS, City staff has recommended the vacation and conveyance of a portion of the Real Estate to the adjoining property owners, KEVIN L. TAYLOR TRUST U/T/A APRIL 28, 2025, and LACEY J. TAYLOR TRUST U/T/A APRIL 28, 2025; and

WHEREAS, the City Council of the City of Clive has set forth this proposal for the vacation of the Real Estate in the form of a Resolution, and desires to consider said Resolution and to publish notice thereof and hold a public hearing on the question of vacating said Real Estate; and

WHEREAS, the City Council has determined that the Real Estate described herein provides no public benefit and should be vacated.

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

1. That the City Council of the City of Clive shall consider adoption of a Resolution providing for the permanent vacation and conveyance of the above-described Real Estate to the adjoining property owner.
2. That a public hearing be held by the City Council of the City of Clive, Iowa, at the Clive City Hall, 1900 NW 114th Street, Clive, Iowa at 6 o'clock p.m. on the 13th day of November, 2025, at which time the adoption of said Resolution shall be considered and the City Council will consider any objections to said Resolution and will hear interested persons. The Mayor and Clerk are hereby instructed to publish notice of said Resolution and said public hearing once not less than four (4) nor more than twenty (20) days before the date of the hearing, all as specified in Sections 362.3 and 364.12 of the Iowa Code.

PASSED AND APPROVED THIS ____ day of _____, 2025.

By: _____
John Edwards, Mayor

ATTEST:

By: _____
Matthew Graham, City Clerk

EXHIBIT "A"
LEGAL DESCRIPTION

PARCEL 23-45 OF THE SURVEY OF A PART OF LOT 49 IN SHADOW CREEK PLAT 6, AN OFFICIAL PLAT, NOW INCLUDED IN AND FORMING A PART OF THE CITY OF CLIVE, AS SHOWN IN BOOK 2023, PAGE 6444 AND AMENDED IN BOOK 2023, PAGE 18925 IN THE OFFICE OF THE RECORDER OF DALLAS COUNTY, IOWA, AND MORE PARTICULARLY DESCRIBED AS:

A PORTION OF LOT 49, SHADOW CREEK PLAT 6, AN OFFICIAL PLAT, CLIVE, DALLAS COUNTY, IOWA BEGINNING AT THE MOST SOUTHERLY CORNER OF SAID LOT 49; THENCE N28°17'35"W ALONG THE SOUTHWESTERLY LINE OF SAID LOT 49, A DISTANCE OF 119.33 FEET TO THE NORTHWESTERLY CORNER OF SAID LOT 49; THENCE N64°44'25"E ALONG THE NORTHWESTERLY LINE OF SAID LOT 49, A DISTANCE OF 13.52 FEET; THENCE S28°17'35"E PARALLEL WITH AND 13.50 FEET NORTHEASTERLY OF THE SOUTHWESTERLY LINE OF SAID LOT 49; THENCE S58°44'35"W ALONG THE SOUTHEASTERLY LINE OF SAID LOT 49, A DISTANCE OF 13.52 FEET TO THE POINT OF BEGINNING.



Memo

TO: Mayor and Council members

FROM: Mela Nisic, Human Resources Specialist

DATE: October 9, 2025

RE: Approve Pay Rate - Benjamin Graham - Part-Time Firefighter/EMT - \$18.98/Hr - Effective 10/10/2025

SYNOPSIS:

After continuous part-time fire department job postings and successful interviewing, staff is recommending the hiring of Benjamin Graham to the position of Part-Time Firefighter/EMT effective October 10, 2025. Benjamin is looking forward to learning and further developing his abilities and growing as a firefighter under the skilled leadership of the Clive Fire Department. Benjamin is currently pursuing an education in Fire Science at DMACC. He has already completed his Fire One and my Hazmat Operations and Awareness certifications alongside the Iowa Consortium written and physical tests already completed. Ben has finished DMACC's EMT course and now possesses his EMT certification. The Fire Department is excited to welcome Ben to the team.

Attachments:

1. Offer Graham
2. Resume Graham
3. Job Description PT FF EMT



City of Clive (IA) Firefighter/EMT-Part-Time

CLASS CODE	FIREEMTPT	SALARY	\$18.16 - \$23.45 Hourly
ESTABLISHED DATE	March 23, 2022	REVISION DATE	August 23, 2022

JOB SUMMARY

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

JOB FUNCTION

Examples of Essential Job Functions

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

Essential Job Tasks (Reference: NFPA 1582).

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

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

Other Job Functions

- Responds to other emergency calls as required.
- Shall attend extra training as required for the position.
- Other duties as assigned or apparent.

EMPLOYMENT STANDARDS AND QUALIFICATIONS

Required Knowledge, Skills and Abilities:

- Must be able to adapt to situations involving the interpretations of feelings and personal point of view.
- Must have an understanding of the Clive Fire Department Policies and SOG's.
- Knowledge of local fire and emergency medical operations.
- Knowledge of fire, rescue and emergency medical techniques.
- Knowledge of hazardous materials operations.
- Knowledge of building construction and fire behavior.
- Ability to maintain favorable working relationships with co-workers, supervisors, city officials, the officials of other jurisdictions, the business community and the general public.
- Must be able to work as part of a team and/or team leader under stress caused by emergencies, danger or criticism.
- Ability to solve problems with several abstract and concrete variables using logic and scientific thinking.
- Ability to perform arithmetic, algebraic calculations.

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

EDUCATION, TRAINING AND EXPERIENCE

Education Required

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

Training Required

EMT- B certified through the Iowa Department of Health, current BLS

Firefighter I certified through the State of Iowa

Experience Preferred

2 years EMT- B

2 years firefighting

Required Qualifications

Must be at least 18 years of age

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

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

Must pass department physical ability test

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

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

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

JOB RESPONSIBILITIES RELATED TO PATIENT PRIVACY

The employee is expected to protect the privacy of all patient information in accordance with the Clive Fire Department privacy policies, procedures and practices as required by state and federal law and in accordance with general principles of professionalism as a health care provider or privileged ancillary staff member. Failure to comply with company policies and procedures on patient privacy may result in disciplinary action up to and including termination of employment, membership or association with the City of Clive Fire Department.

The employee may access protected health information and other patient information only to the extent that is necessary to complete job duties. The employee may only share such information with those who have a need to know specific patient information you have in your possession to complete their job responsibilities related to treatment, payment or quality assurance and improvement operations.

The employee is expected and encouraged to report, without threat of retaliation, any concerns regarding company policies and procedures on patient privacy and any observed practices in violation of that policy to the designated privacy officer.

The employee is expected to actively participate in company privacy training and is required to communicate privacy policy information to coworkers, students, patients and others in accordance with company policy.

BENEFITS

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

PHYSICAL AND ENVIRONMENTAL CHARACTERISTICS

Required Physical Activities

Climbing, balancing, stooping, kneeling, crawling, reaching, standing, walking, pushing, pulling, lifting, fingering, grasping, feeling, talking, hearing.

Physical Characteristics of the Job

This position can be classified as heavy work requiring exertion of up to fifty (50) to one hundred (100) pounds of force occasionally, and/or twenty-five (25) to fifty (50) pounds of force frequently, and/or ten (10) to twenty (20) pounds of force constantly. However, occasionally the employee may be forced to push, pull, or lift extremely heavy objects such as a human or a motor vehicle.

Environmental Conditions

The work is performed both inside and outside and includes seasonal exposure to cold and heat. The worker is also exposed to darkness and poor lighting, fumes/odors, isolation, moving machinery, noise, visual strain, unprotected heights, wearing a respirator, working on uneven ground, mechanical hazards, biological hazards, medical and bodily injury. Also, the work may expose the employee to significant work pace pressure, and irregular hours.

Visual Requirements

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

EQUIPMENT AND MATERIALS USED:

Emergency response trucks and attachments, car/light truck, air compressor, pumps, saws, grinder, ladder, pick-ax, generator, chains, extension cords, measuring equipment, hazardous chemicals and materials, computer hardware and software, hoses, oils, traffic control equipment, MSDS documentation, City of Clive Code of Ordinances, Code of Iowa, Iowa DNR Rules, Iowa EMS Rules, Uniform Fire Code, NFPA Standards, Federal Register, Personnel Policy Manual, typewriter, calculator, photographic equipment, fax machine, photocopier, telephone, mobile and portable radio.

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: October 9, 2025

RE: Approve Pay Rate - Kara Lovan - Part-Time Library Shelver -
\$15.12/Hr - Effective 10/10/25

SYNOPSIS:

Staff recommends approval of the hiring of Kara Lovan as the Library's next Part-Time shelver. The position received over 120 applications, with many outstanding candidates interviewed. Kara distinguished herself during the process and is seeking a position where she can help and give back to the community near where she resides.

Attachments:

1. Offer Lovan
2. K Lovan Resume
3. PT Shelver Job Description



MEMO

To: Kara Lovan
From: Matt McQuillen, City Manager
Date: September 23, 2025
Re: Employment Offer

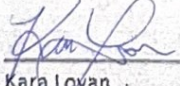
It is my pleasure to offer you the opportunity to become a part-time Library Shelver for the City of Clive. This offer is contingent upon the completion of the pre-employment physical, drug/alcohol screen, physical capacity assessment and a thorough background check.

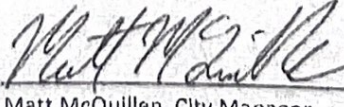
I anticipate, depending upon your acceptance, to have the recommendation before the City Council on October 9, 2025. As for all non-union staff, the Clive Employee Handbook is the controlling document for employees. In summary, the following is proposed:

Proposed Start Date: October 10, 2025
Beginning Wage: \$15.12/Hour
Employment Status: Non-Exempt
Supervisor: Stephanie Keller, Library Manager

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

I look forward to you becoming part of the Clive ~~Fire Department~~ ^{mn 9-23-25} Team and hope your employment experience will be enjoyable and rewarding.


Kara Lovan
Date 9/23/25


Matt McQuillen, City Manager
Date 9/23/25

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



City of Clive (IA) Library Page

CLASS CODE	LIBPAGE	SALARY	\$13.72 - \$17.85 Hourly
ESTABLISHED DATE	November 10, 2021	REVISION DATE	September 11, 2025

JOB SUMMARY

Under the general supervision of the Library Manager, performs routine manual and clerical work in the public library. The employee is responsible for shelving library materials and performing related tasks. Work is performed in accordance with well-defined procedures. Employees work under direct supervision, although they may operate with some independence once procedures are learned, with only occasional checks for adherence to prescribed standards. This position also requires proficiency in customer service and daily interaction with the public.

JOB FUNCTION

Examples of Essential Job Functions

- Shelving books, CDs, magazines, etc.
- Reads shelves and places items in proper order as instructed.
- Straightens and shifts materials on library shelves.
- May assist patrons with finding library materials.
- Light cleaning, dusting, and straightening up.
- Perform other duties as apparent or assigned.

EMPLOYMENT STANDARDS AND QUALIFICATIONS

EMPLOYMENT STANDARDS

Required Knowledge, Skills, and Abilities

Ability to learn the Dewey Decimal system to the extent required for shelving books; good working knowledge of the alphabet; ability to understand and follow oral and written directions; thoroughness; dependability.

EDUCATION, TRAINING, AND EXPERIENCE

Preferred Experience

Public Library working experience or other customer service experience working with the public.

Required Qualifications

Shall be available for off-hour work assignments.

PHYSICAL AND ENVIRONMENTAL CHARACTERISTICS

Required Physical Activities

Reaching, Pushing, Pulling, Lifting, Finger Dexterity, Grasping, Talking, Hearing, Seeing, Sitting, Walking, Stooping, Kneeling, Speaking, Climbing, Crouching, Standing, Grasping, Repetitive Motion.

Physical Characteristics of the Job

Medium work requiring the exertion of up to fifty (50) pounds of force occasionally and up to twenty-five (25) pounds of force frequently.

Environmental Conditions

The work is performed primarily inside an office and public service environment. The job requires sitting and standing for extended periods, and the work may expose the employee to unpleasant social situations, significant work pace pressure, and, at times, irregular work hours.

EQUIPMENT AND MATERIALS USED

Computer hardware and software, general office equipment, print and electronic reference materials, telephone, fax machine, postal equipment, copier, and auxiliary computer hardware.

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: October 9, 2025

RE: Approve Pay Rate - Christopher Allen - Part-Time
Firefighter/Paramedic - \$23.22/Hr - Effective 10/10/2025

SYNOPSIS:

Staff recommends the hiring of Christopher Allen for the Fire Department part-time paramedic position. Christopher is a driven and compassionate paramedic with a strong commitment to exceptional patient care in high-stress situations. Christopher has been recognized for building trust with patients, collaborating effectively with teams, and maintaining composure under pressure. He demonstrates dedication to professional growth and excellence in pre-hospital and emergency care. We are excited to welcome Christopher to the team.

Attachments:

1. Chris Allen Offer
2. RESUME ALLEN
3. ff emt pt



Memo

TO: Mayor and Council members

FROM: Mela Nisic, Human Resources Specialist

DATE: October 9, 2025

RE: Approve Pay Rate - Jake Martin - Part-Time Firefighter/EMT - \$18.98/Hr - Effective 10/10/2025

SYNOPSIS:

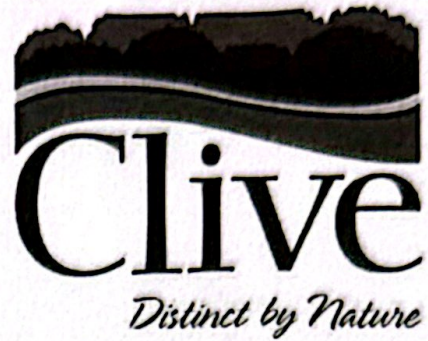
Staff is recommending the hiring of Jake Martin for the Part-Time Firefighter/EMT position. Jake has prior experience as a firefighter. He is a passionate and dedicated firefighter and EMT with experience in fire suppression, emergency response, and fire safety inspections, as well as administering emergency first aid and CPR onsite. Staff is excited to welcome Jake to the team.

Attachments:

1. Offer Martin
2. Resume Martin
3. PT FF EMT Job Description

Memo

TO: Jake Martin
FROM: Matt McQuillen, City Manager
DATE: October 3, 2025
RE: Employment Offer



City Manager

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

I anticipate, dependent upon your acceptance, to have the recommendation before the City Council on October 9, 2025. As for non-union staff, the Clive Employee Handbook is the controlling document for employees. In summary, the following is proposed:

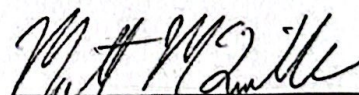
Proposed Start Date:	October 10, 2025
Beginning Salary:	\$18.98/Hour
Employment Status:	Non-Exempt Part-Time Firefighter/EMT
Supervisor:	Clay Garcia, Fire Chief

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

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



Jake Martin 10/3/25
Date



Matt McQuillen, City Manager 10/3/25
Date

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



City of Clive (IA) Firefighter/EMT-Part-Time

CLASS CODE	FIREEMTPT	SALARY	\$18.16 - \$23.45 Hourly
ESTABLISHED DATE	March 23, 2022	REVISION DATE	August 23, 2022

JOB SUMMARY

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

JOB FUNCTION

Examples of Essential Job Functions

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

Essential Job Tasks (Reference: NFPA 1582)

- Performing fire-fighting tasks (e.g., hose line operations, extensive crawling, lifting and carrying heavy objects, ventilating roofs or walls using power or hand tools, forcible entry), rescue operations, and other emergency response actions under stressful conditions while wearing personal protective ensembles and self-contained breathing apparatus (SCBA), including working in extremely hot or cold environments for prolonged time periods.
- Wearing an SCBA, which includes a demand valve-type positive-pressure face piece and HEPA filter masks, which require the ability to tolerate increased respiratory workloads.
- Exposure to toxic fumes, irritants, particulates, biological (infectious) and non-biological hazards, and/or heated gases, despite the use of personal protective ensembles and SCBA.
- Climbing six or more flights of stairs while wearing fire protective ensemble weighing at least 50 lb (22.6 kg) or more and carrying equipment/tools weighing an additional 20 to 40 lb (9 to 18 kg).
- Wearing fire protective ensemble that is encapsulating and insulated, which will result in significant fluid loss that frequently progresses to clinical dehydration and can elevate core temperature to levels exceeding 102.2 degrees F (39 degrees C).
- Searching, finding, and rescue-dragging or carrying victims ranging from newborns up to adults weighing over 200 lb (90 kg) to safety despite hazardous conditions and low visibility.
- Advancing water-filled hose lines up to 2 ½ in. (65 mm) in diameter from fire apparatus to occupancy [approximately 150 ft (50 m)], which can involve negotiating multiple flights of stairs, ladders, and other obstacles.
- Climbing ladders, operating from heights, walking or crawling in the dark along narrow and uneven surfaces, and operating in proximity to electrical power lines and/or other hazards.
- Unpredictable emergency requirements for prolonged periods of extreme physical exertion without benefit of warm-up, scheduled rest periods, meals, access to medications(s), or hydration.
- Operating fire apparatus or other vehicles in an emergency mode with emergency lights and sirens.

- Critical, time-sensitive, complex problem solving during physical exertion in stressful, hazardous environments, including hot, dark, tightly enclosed spaces that is further aggravated by fatigue flashing lights, sirens, and other distractions.
- Ability to communicate (give and comprehend verbal orders) while wearing personal protective ensembles and SCBA under conditions of high background noise, poor visibility, and drenching from hose lines and/or fixed protection systems (sprinklers).
- Functioning as an integral component of a team, where sudden incapacitation of a member can result in mission failure or in risk of injury or death to civilians or other team members.

Other Job Functions

- Responds to other emergency calls as required.
- Shall attend extra training as required for the position.
- Other duties as assigned or apparent.

EMPLOYMENT STANDARDS AND QUALIFICATIONS

Required Knowledge, Skills and Abilities:

- Must be able to adapt to situations involving the interpretations of feelings and personal point of view.
- Must have an understanding of the Clive Fire Department Policies and SOG's.
- Knowledge of local fire and emergency medical operations.
- Knowledge of fire, rescue and emergency medical techniques.
- Knowledge of hazardous materials operations.
- Knowledge of building construction and fire behavior.
- Ability to maintain favorable working relationships with co-workers, supervisors, city officials, the officials of other jurisdictions, the business community and the general public.
- Must be able to work as part of a team and/or team leader under stress caused by emergencies, danger or criticism.
- Ability to solve problems with several abstract and concrete variables using logic and scientific thinking.
- Ability to perform arithmetic, algebraic calculations.
- Ability to read, write and comprehend the English language.
- Ability to use PC based computer programs.
- Ability to perform all job duties safely and in accordance with applicable rules, guidelines, policies and training.

EDUCATION, TRAINING AND EXPERIENCE

Education Required

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

Training Required

EMT- B certified through the Iowa Department of Health, current BLS

Firefighter I certified through the State of Iowa

Experience Preferred

2 years EMT- B

2 years firefighting

Required Qualifications

Must be at least 18 years of age

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

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

Must pass department physical ability test

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

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

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

JOB RESPONSIBILITIES RELATED TO PATIENT PRIVACY

The employee is expected to protect the privacy of all patient information in accordance with the Clive Fire Department privacy policies, procedures and practices as required by state and federal law and in accordance with general principles of professionalism as a health care provider or privileged ancillary staff member. Failure to comply with company policies and procedures on patient privacy may result in disciplinary action up to and including termination of employment, membership or association with the City of Clive Fire Department.

The employee may access protected health information and other patient information only to the extent that is necessary to complete job duties. The employee may only share such information with those who have a need to know specific patient information you have in your possession to complete their job responsibilities related to treatment, payment or quality assurance and improvement operations.

The employee is expected and encouraged to report, without threat of retaliation, any concerns regarding company policies and procedures on patient privacy and any observed practices in violation of that policy to the designated privacy officer.

The employee is expected to actively participate in company privacy training and is required to communicate privacy policy information to coworkers, students, patients and others in accordance with company policy.

BENEFITS

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

PHYSICAL AND ENVIRONMENTAL CHARACTERISTICS

Required Physical Activities

Climbing, balancing, stooping, kneeling, crawling, reaching, standing, walking, pushing, pulling, lifting, fingering, grasping, feeling, talking, hearing.

Physical Characteristics of the Job

This position can be classified as heavy work requiring exertion of up to fifty (50) to one hundred (100) pounds of force occasionally, and/or twenty-five (25) to fifty (50) pounds of force frequently, and/or ten (10) to twenty (20) pounds of force constantly. However, occasionally the employee may be forced to push, pull, or lift extremely heavy objects such as a human or a motor vehicle.

Environmental Conditions

The work is performed both inside and outside and includes seasonal exposure to cold and heat. The worker is also exposed to darkness and poor lighting, fumes/odors, isolation, moving machinery, noise, visual strain, unprotected heights, wearing a respirator, working on uneven ground, mechanical hazards, biological hazards, medical and bodily injury. Also, the work may expose the employee to significant work pace pressure, and irregular hours.

Visual Requirements

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

EQUIPMENT AND MATERIALS USED:

Emergency response trucks and attachments, car/light truck, air compressor, pumps, saws, grinder, ladder, pick-ax, generator, chains, extension cords, measuring equipment, hazardous chemicals and materials, computer hardware and software, hoses, oils, traffic control equipment, MSDS documentation, City of Clive Code of Ordinances, Code of Iowa, Iowa DNR Rules, Iowa EMS Rules, Uniform Fire Code, NFPA Standards, Federal Register, Personnel Policy Manual, typewriter, calculator, photographic equipment, fax machine, photocopier, telephone, mobile and portable radio.

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: Amanda Grutzmacher, Senior Planner

DATE: October 9, 2025

RE: Public Hearing - Proposed Development Agreement with Dehner Distillery, LLC

SYNOPSIS:

As Council is aware, Staff has been working with Dehner Distillery, LLC on plans to relocate and expand their existing facility. As part of those plans, Staff have negotiated a development agreement with Dehner Distillery, LLC, which includes an economic development incentive in the form of a tax rebate. The development agreement identifies a maximum rebate of \$585,573 over a 10-year sliding scale and also defines a minimum assessment amount.

Staff recommends approval of the Resolution Approving Development Agreement with Dehner Distillery, LLC.

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

Attachments:

1. Development Agreement - Dehner Distillery
2. Resolution

DEVELOPMENT AGREEMENT

This Agreement is entered into between the City of Clive, Iowa (the “City”) and Dehner Distillery, LLC (the “Company”) as of _____, 2025 (the “Commencement Date”).

WHEREAS, the City has established the Clive Urban Renewal Area (the “Urban Renewal Area”), and has adopted a tax increment ordinance for the Urban Renewal Area; and

WHEREAS, the Company owns certain real property, which is situated in the City, lies within the Urban Renewal Area and is more specifically described on Exhibit A hereto (the “Property”); and

WHEREAS, the Company has proposed to undertake the development and construction of a new, 20,600 square foot distillery (the “Project”) on the Property; and

WHEREAS, the Company has requested that the City provide financial assistance in the form of incremental property tax payments to be used by the Company to pay the costs of constructing and maintaining the Project; and

WHEREAS, Chapter 15A of the Code of Iowa authorizes cities to provide grants, loans, guarantees, tax incentives and other financial assistance to or for the benefit of private persons;

NOW THEREFORE, the parties hereto agree as follows:

A. Company’s Covenants

1. Project Construction; Project Maintenance.

a. Project

The Company agrees to construct the Project on the Property. The Company agrees that the Project will minimally consist of the construction of new, 20,600 square foot distillery facilities that shall include, at a minimum, facilities for finishing, bottling, packaging, warehousing, distribution, office space, retail sales, and a public tasting room. The Company has submitted a detailed site plan (the “Site Plan”) for the development of the Project to the City. The Site Plan is attached hereto as Exhibit B. The Company agrees to construct the Project in accordance with the Site Plan and in compliance with the City’s zoning, land use, building and safety codes and regulations. The Company further agrees to complete such construction by no later than December 31, 2027 (the “Project Completion Date”).

b. Business Operations Requirement

The Company agrees to maintain ownership of the Project throughout the Term (as hereinafter defined) of this Agreement. Further, the Company agrees to ensure that the completed Project is continuously used in the business operations of a distillery or for a similar use, meaning activities reasonably related to the production, storage, distribution, or sale of alcoholic beverages,

spirits, or comparable food and beverage products, including retail sales or services conducted on-site (the “Business Operations Requirement”).

c. Public Use of Space-Tasting Room

The Company shall open to the public the tasting room component of the Project (the “Tasting Room”) no later than twelve (12) months following the Project Completion Date and shall thereafter operate the Tasting Room in accordance with this Section A.1(c) (the “Tasting Room Requirement”). The Company shall ensure that the Tasting Room remains open and in regular operation not less than twenty (20) hours per month.

For purposes of this Agreement, the “Tasting Room” shall mean a publicly accessible facility within the Project that is designed, furnished, and operated to provide visitors with opportunities to sample, purchase, and learn about the Company’s distilled products. The Tasting Room shall include customer seating areas, service counters or bars, and such other fixtures, furnishings, and amenities as are customarily associated with tasting rooms operated by comparable distilleries. The Tasting Room may also include food service, retail sales of related merchandise, and the hosting of educational, cultural, or social activities.

The Company shall not permanently close or materially reduce the operations of the Tasting Room during the Term of this Agreement without the prior written consent of the City. Temporary closures for maintenance, repairs, or compliance with applicable laws, regulations, or emergency orders shall not constitute a violation of this requirement.

d. Maintenance of Property

Further, throughout the Term of this Agreement, the Company agrees to maintain, preserve, and keep the Property, including but not limited to the Project, useful and in good repair and working order, ordinary wear and tear excepted, and from time to time will make all necessary repairs, replacements, renewals, and additions. The Company agrees to maintain compliance with local zoning, land use, building and safety codes and regulations throughout the Term of this Agreement.

2. Minimum Assessment Agreement. The Company shall enter into an assessment agreement (the “Assessment Agreement”), pursuant to Section 403.6 of the Code of Iowa fixing the minimum assessed valuation of the Property, in contemplation of the value to be added by the Project, at not less than Three Million Two Hundred Thousand Dollars (\$3,200,000) (the “Minimum Assessed Valuation”) as of January 1, 2028 (the “First Valuation Date”). It is intended by the Company that the Minimum Assessed Valuation shall be established on the Polk County property tax rolls as of the First Valuation Date regardless of the then-current degree of completion or incompleteness of the Project. The Assessment Agreement shall be in substantially the form attached hereto as Exhibit C and shall remain in effect throughout the Term of this Agreement.

3. Property Taxes. The Company agrees to make timely payment of all property taxes as they come due with respect to the Property with the completed Project thereon throughout the Term and to submit a receipt or cancelled check in evidence of each such payment.

4. Property Tax Payment Certification. For purposes of this Agreement, “Annual Percentage” shall mean the annual percentage in effect from time to time as set forth in the following table:

Payment Year	Annual Percentage
First through Sixth Payment Years	100%
Seventh Payment Year	90%
Eighth Payment Year	70%
Ninth Payment Year	50%
Tenth Payment Year	30%

The Company agrees to certify to the City by no later than October 15 of each year during the Term, commencing in 2028, an amount (the “Company’s Estimate”) equal to the Annual Percentage of the estimated Incremental Property Tax Revenues (as hereinafter defined) anticipated to be paid in the fiscal year immediately following such certification with respect to the taxable valuation of the Property. In submitting each such Company’s Estimate, the Company will complete and submit the worksheet attached hereto as Exhibit D. The City reserves the right to review and request revisions to each such Company’s Estimate to ensure the accuracy of the figures submitted.

For purposes of this Agreement, Incremental Property Tax Revenues are calculated by: (1) determining the consolidated property tax levy (city, county, school, etc.) then in effect with respect to taxation of the Property; (2) subtracting (a) the debt service levies of all taxing jurisdictions, (b) the school district instructional support and physical plant and equipment levies, and (c) any other levies which may be exempted from such calculation by action of the Iowa General Assembly; (3) multiplying the resulting modified consolidated levy rate times any incremental growth in the taxable valuation of the Property, as shown on the property tax rolls of Polk County, above and beyond the Base Valuation (as hereinafter defined); and (4) deducting any property tax credits which shall be available with respect to taxable incremental valuation of the Property.

The “Base Valuation” of the Property for purposes of calculating Incremental Property Tax Revenues under this Agreement and Section 403.19 of the Code of Iowa shall be the assessed taxable valuation of the Property as of January 1, 2025.

Upon request, the City staff shall provide reasonable assistance to the Company in completing the worksheet required under this Section A.4.

5. Annual Certification. To assist the City in monitoring the performance of the Company under this Agreement, a duly authorized officer of the Company shall annually certify to the City to the best of the Company’s knowledge (a) that all taxes owed on the Property have been timely paid; (b) that the Company is not in material violation of this Agreement; (c) that the Company is in compliance with the Business Operations Requirement and (d) that the Company is in compliance with the Tasting Room Requirement. The Company’s annual certification (the “Annual Certification”) pursuant to this provision shall be in substantially the

form set forth on Exhibit E attached hereto and shall be due on October 15th of each year beginning in 2028 and continuing through the Term of this Agreement.

The Company shall provide supporting information for its Annual Certification upon request of the City.

6. Default Provisions.

a. Events of Default. The following shall be “Events of Default” under this Agreement, and the term “Event of Default” shall mean, whenever it is used in this Agreement (unless otherwise provided), any one or more of the following events:

- i. Failure by the Company to complete construction of the Project pursuant to the terms and conditions of this Agreement.
- ii. Failure by the Company to comply with the Business Operations Requirement.
- iii. Failure by the Company to comply with the Tasting Room Requirement.
- iv. Failure by the Company to enter into the Assessment Agreement.
- v. Failure by the Company to fully and timely remit payment of property taxes when due and owing.
- vi. Failure by the Company to comply with Sections A.4 and A.5 of this Agreement.
- vii. Failure by the Company to observe or perform any other material covenant on its part, to be observed or performed hereunder.

b. Notice and Remedies. Whenever any Event of Default described in this Agreement occurs, the City shall provide written notice to the Company describing the cause of the default and the steps that must be taken by the Company in order to cure the default. The Company shall have thirty (30) days after receipt of such notice to cure the default or to provide assurances satisfactory to City that the default will be cured as soon as reasonably possible. If the Company fails to cure the default or provide assurances, the City shall then have the right to:

- i. Pursue any action available to it, at law or in equity, in order to enforce the terms of this Agreement.
- ii. Withhold the Payments provided for under Section B.1 below.
- iii. Terminate this Agreement.

B. City’s Obligations

1. Payments. In recognition of the Company’s obligations set out above, the City agrees to make twenty (20) semiannual economic development tax increment payments (the “Payments” and each, individually a “Payment”) to the Company during the Term pursuant to Chapters 15A and 403 of the Code of Iowa, provided however that the aggregate, total amount of the Payments shall not exceed \$585,573 (the “Maximum Payment Total”), and all Payments under

this Agreement shall be subject to annual appropriation by the City Council, as provided hereunder.

The Payments shall not constitute general obligations of the City but shall be made solely and only from the Annual Percentage of Incremental Property Tax Revenues received by the City from the Polk County Treasurer attributable to the taxable valuation of the Property.

This Agreement assumes that full taxable valuation resulting from the Project will go on the property tax rolls as of January 1, 2028. Accordingly, Payments will be made on December 1 and June 1 of each fiscal year, beginning December 1, 2029, and continuing through and including June 1, 2039, or until such earlier date upon which total Payments equal to the Maximum Payment Total have been made.

2. Annual Appropriation. The Payments shall be subject to annual appropriation by the City Council. Prior to December 1 of each year during the Term, as hereinafter defined, of this Agreement, beginning in calendar year 2028, the City Council of the City shall consider the question of obligating for appropriation to the funding of the Payments due in the following fiscal year, an amount (the “Appropriated Amount”) of Incremental Property Tax Revenues to be collected in the following fiscal year equal to or less than the most recently submitted Company’s Estimate.

In any given fiscal year, if the City Council determines to not obligate the then-considered Appropriated Amount, then the City will be under no obligation to fund the Payments scheduled to become due in the following fiscal year, and the Company will have no rights whatsoever to compel the City to make such Payments, to seek damages relative thereto, or to compel the funding of such Payments in future fiscal years. A determination by the City Council to not obligate funds for any particular fiscal year’s Payments shall not render this Agreement null and void, and the Company shall make the next succeeding submission of the Company’s Estimate as called for in Section A.4 above, provided however that no Payment shall be made after June 1, 2039.

3. Payment Amounts. The aggregate Payments to be made in a fiscal year shall not exceed an amount equal to the corresponding Appropriated Amount (for example, for the Payments due on December 1, 2029 and on June 1, 2030, the aggregate maximum amount of such Payments would be determined by the Appropriated Amount determined for certification by December 1, 2028). Furthermore, the amount of each such Payment shall not exceed the Annual Percentage of Incremental Property Tax Revenues (excluding allocations of “back-fill” or “make-up” payments from the State of Iowa for property tax credits or roll-back) actually received by the City from the Polk County Treasurer attributable to the taxable incremental valuation of the Property in the six (6) months immediately preceding such Payment Date.

4. Certification of Payment Obligation. In any given fiscal year, if the City Council determines to obligate the then-considered Appropriated Amount, as set forth in Section B.2 above, then the City Clerk will certify by December 1 of each such year to the Polk County Auditor an amount equal to the most recently obligated Appropriated Amount.

C. Administrative Provisions

1. Amendment and Assignment. Neither party may cause this Agreement to be amended, assigned, assumed, sold or otherwise transferred without the prior written consent of the other party. However, the City hereby gives its permission that the Company's rights to receive the Payments hereunder may be assigned by the Company to a private lender, as security on a credit facility taken with respect to the Project, without further action on the part of the City.

2. Successors. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties.

3. Term. The term (the "Term") of this Agreement shall commence on the Commencement Date and end on June 1, 2039, or on such earlier date upon which the aggregate sum of Payments made to the Company equals the Maximum Payment Total.

4. Choice of Law. This Agreement shall be deemed to be a contract made under the laws of the State of Iowa and for all purposes shall be governed by and construed in accordance with laws of the State of Iowa.

5. Notices. Except as otherwise expressly provided in this Agreement, a notice or other communication under the Agreement, by either the City or the Company to the other, shall be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally, and:

a. In the case of the Company, is addressed to or delivered to Joe Dehner, Dehner Distillery, LLC, _____.

b. In the case of City, is addressed to or delivered to City Manager, Clive City Hall, NW 114th Street, Clive, IA 52325-7077.

c. The City or the Company may, upon written notice to the other, change the address to which such notices and demands are made.

The City and the Company have caused this Agreement to be signed, in their names and on their behalf by their duly authorized officers, all as of the day and date written above.

CITY OF CLIVE, IOWA

By: _____
John Edwards, Mayor

Attest:

Matthew Graham, City Clerk

DEHNER DISTILLERY, LLC

By: _____
Joe Dehner
Its: Managing Member

EXHIBIT A
DESCRIPTION OF THE PROPERTY

A PART OF LOTS 2 AND 3, OFFICIAL PLAT OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 34, TOWNSHIP 79, RANGE 25, AN OFFICIAL PLAT AS SHOWN ON THE OLD OFFICIAL PLAT BOOK 1, PAGE 210 BEING IN THE CITY OF CLIVE, POLK COUNTY, IOWA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 1, WARD'S INDUSTRIAL PARK, AN OFFICIAL PLAT; THENCE NORTH 89°05'15" EAST ALONG THE SOUTH LINE OF SAID LOT 1, A DISTANCE OF 289.83 FEET TO THE SOUTHEAST CORNER OF SAID LOT 1; THENCE SOUTH 01°00'24" EAST ALONG THE WEST RIGHT OF WAY LINE OF NW 86TH STREET, 294.39 FEET TO A CORNER ALONG THE NORTHERLY LINE OF OUTLOT 'A,' CLIVE DEPOT PLAT NO. 1, AN OFFICIAL PLAT; THENCE SOUTH 89°05'15" WEST ALONG SAID NORTHERLY LINE, 294.39 FEET TO THE POINT OF BEGINNING AND CONTAINING 1.96 ACRES (85,325 SQUARE FEET).

To be platted as:

Lot 1, Dehner Distillery Plat 1, City of Clive, Polk County, Iowa

EXHIBIT B
SITE PLAN

[B-1]

EXHIBIT C
FORM OF MINIMUM ASSESSMENT AGREEMENT

MINIMUM ASSESSMENT AGREEMENT

Recorder's Cover Sheet

Preparer Information: (name, address and phone number)

Amy M. Bjork, Esq., Dorsey & Whitney LLP, 801 Grand Avenue, Suite 4100, Des Moines, IA 50309; Phone: 515-699-3285

Return Document To:

City Manager, Clive City Hall, NW 114th Street, Clive, IA 52325-7077; Phone: 515-223-6220

City: City of Clive, Iowa

Property Owner:

Dehner Distillery, LLC

Legal Description:

See Exhibit A

Book & Page Reference if applicable:

MINIMUM ASSESSMENT AGREEMENT

THIS MINIMUM ASSESSMENT AGREEMENT, dated as of the ____ day of _____, 2025, by and among the City of Clive, Iowa (the “City”), Dehner Distillery, LLC (the “Property Owner”), and the County Assessor of Polk County, Iowa (the “Assessor”).

WITNESSETH

WHEREAS, the Property Owner owns the real property, the legal description of which is contained in Exhibit A attached hereto (the “Property”), which is located in the Clive Urban Renewal Area in the City; and

WHEREAS, the Property Owner has undertaken the construction of a new 20,600 square foot distillery facility on the Property; and

WHEREAS, a development agreement (the “Development Agreement”), dated _____, 2025, has been executed between the City and the Property Owner in connection with the Property Owner’s investment in and business operations on the Property; and

WHEREAS, pursuant to Section 403.6(19) of the Code of Iowa, the City and the Property Owner desire to establish a minimum taxable value for the Property and the improvements to be constructed thereon, which shall be effective as of January 1, 2028, and from then until this Agreement is terminated pursuant to the terms herein and which is intended to reflect the minimum market value of the land and improvements;

NOW, THEREFORE, the parties to this Agreement, in consideration of the promises, covenants and agreements made by each other, do hereby agree as follows:

1. Effective January 1, 2028, the minimum actual value which shall be assessed for the Property upon completion of the improvements to be constructed thereon, shall not be less than Three Million Two Hundred Thousand Dollars (\$3,200,000) until termination of this Agreement.

2. The Property Owner hereby agrees that the assessed valuation (hereinafter referred to as the “Minimum Actual Value”) set forth in Section 1 above shall become and remain effective as of January 1, 2028, and throughout the term of this Agreement, regardless of the actual degree of completion or incompleteness of the Project, even if construction of the Project is not commenced by such date. Furthermore, the Property Owner acknowledges that the City has changed its position in reliance on the timeliness of such increase in valuation as set forth in the Development Agreement.

3. The Property Owner agrees to pay when due, all taxes and assessments, general or special, and all other charges whatsoever levied upon or assessed or placed against the Property, subject to any limitations set forth in the Development Agreement. The Property Owner further agrees that until this Agreement is terminated, they will not seek administrative or judicial review of the applicability, enforceability, or constitutionality of this Agreement or the obligation to be taxed based upon the Minimum Actual Value or to raise any such argument by way of defense in any proceedings, including delinquent tax proceedings.

4. The Property Owner further agrees that until this Agreement is terminated it will not seek any tax exemption or abatement either presently or prospectively authorized under any State, federal or local law with respect to taxation of the Property including causing or allowing the property to be leased, sold, transferred to or otherwise used by an entity that is exempt from property taxes under the laws of the State of Iowa.

5. This Agreement, and the Minimum Actual Value established herein, shall be effective until such time as the City's obligations to make Payments (as defined in the Development Agreement) have been satisfied in-full.

6. Nothing herein shall be deemed to waive the Property Owner's rights under Section 403.6(19) Code of Iowa (2025), or otherwise, to contest that portion of any actual value assignment made by the Assessor in excess of the Minimum Actual Value.

7. This Agreement shall be promptly recorded with the Polk County Recorder, along with a copy of Iowa Code Section 403.6.

8. Neither the preamble nor provisions of this Agreement are intended to, nor shall they be construed as, modifying the terms of any other contract between the City and the Property Owner, including the Development Agreement.

[Remainder of page intentionally left blank.]

This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties.

CITY OF CLIVE, IOWA

By: _____
John Edwards, Mayor

Attest:

Matthew Graham, City Clerk

DEHNER DISTILLERY, LLC

By: _____
Joe Dehner, Managing Member

STATE OF IOWA)
)
COUNTY OF POLK) SS:

The foregoing instrument was acknowledged before me this ____ day of _____, 2025, by John Edwards and Matthew Graham, the Mayor and City Clerk, respectively, of Clive, Iowa, a municipal corporation of the State of Iowa, on behalf of the City.

Notary Public

STATE OF IOWA)
) SS:
POLK COUNTY)

The foregoing instrument was acknowledged before me this ____ day of _____,
2025 by _____ the _____ of Dehner Distillery, LLC, an Iowa
limited liability company.

Notary Public

EXHIBIT A TO MINIMUM ASSESSMENT AGREEMENT

A PART OF LOTS 2 AND 3, OFFICIAL PLAT OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 34, TOWNSHIP 79, RANGE 25, AN OFFICIAL PLAT AS SHOWN ON THE OLD OFFICIAL PLAT BOOK 1, PAGE 210 BEING IN THE CITY OF CLIVE, POLK COUNTY, IOWA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 1, WARD'S INDUSTRIAL PARK, AN OFFICIAL PLAT; THENCE NORTH 89°05'15" EAST ALONG THE SOUTH LINE OF SAID LOT 1, A DISTANCE OF 289.83 FEET TO THE SOUTHEAST CORNER OF SAID LOT 1; THENCE SOUTH 01°00'24" EAST ALONG THE WEST RIGHT OF WAY LINE OF NW 86TH STREET, 294.39 FEET TO A CORNER ALONG THE NORTHERLY LINE OF OUTLOT 'A,' CLIVE DEPOT PLAT NO. 1, AN OFFICIAL PLAT; THENCE SOUTH 89°05'15" WEST ALONG SAID NORTHERLY LINE, 294.39 FEET TO THE POINT OF BEGINNING AND CONTAINING 1.96 ACRES (85,325 SQUARE FEET).

To be platted as:

Lot 1, Dehner Distillery Plat 1, City of Clive, Polk County, Iowa

CERTIFICATION BY ASSESSOR

The undersigned Assessor, being legally responsible for the assessment of the above-described property upon completion of improvements to be made on it, hereby certifies that the actual value assigned to such land and improvements upon completion, shall be not less than Three Million Two Hundred Thousand Dollars (\$3,200,000) until termination of the Agreement.

County Assessor for Polk County,
State of Iowa

Subscribed and sworn to before me this ____ day of _____, 2025.

Notary Public

[Assessor's Certification]

LIENHOLDER'S CONSENT, IF ANY

In consideration of one dollar and other valuable consideration, the receipt of which is hereby acknowledged, and notwithstanding anything in any loan or security agreement to the contrary, the undersigned ratifies, approves, consents to and confirms the Assessment Agreement entered into between the parties, and agrees to be bound by its terms. This provision shall be binding on the parties and their respective successors and assigns.

[NAME OF LIENHOLDER]

By: _____
Signature

Date: _____

STATE OF IOWA)
) SS:
POLK COUNTY)

The foregoing instrument was acknowledged before me this _____ day of _____, 2025 by _____ the _____ of _____.

Notary Public

[Add additional pages for each Lienholder]

[If no Lienholders exist, this consent will not be completed]

[Lienholder's Consent]

To be filed with Assessment Agreement

Consistent with Iowa Code §403.6(19)(b), filed with this assessor certification is a copy of subsection 19 as follows:

19. a. A municipality, upon entering into a development or redevelopment agreement pursuant to section 403.8, subsection 1, or as otherwise permitted in this chapter, may enter into a written assessment agreement with the developer of taxable property in the urban renewal area which establishes a minimum actual value of the land and completed improvements to be made on the land until a specified termination date which shall not be later than the date after which the tax increment will no longer be remitted to the municipality pursuant to section 403.19, subsection, subsection 2. The assessment agreement shall be presented to the appropriate assessor. The assessor shall review the plans and specifications for the improvements to be made and if the minimum actual value contained in the assessment agreement appears to be reasonable, the assessor shall execute the following certification upon the agreement:

The undersigned assessor, being legally responsible for the assessment of the above-described property upon completion of the improvements to be made on it, certifies that the actual value assigned to that land and improvements upon completion shall not be less than \$_____.

b. This assessment agreement with the certification of the assessor and a copy of this subsection shall be filed in the office of the county recorder of the county where the property is located. Upon completion of the improvements, the assessor shall value the property as required by law, except that the actual value shall not be less than the minimum actual value contained in the assessment agreement. This subsection does not prohibit the assessor from assigning a higher actual value to the property or prohibit the owner from seeking administrative or legal remedies to reduce the actual value assigned except that the actual value shall not be reduced below the minimum actual value contained in the assessment agreement. An assessor, county auditor, board of review, director of revenue, or court of this state shall not reduce or order the reduction of the actual value below the minimum actual value in the agreement during the term of the agreement regardless of the actual value which may result from the incomplete construction of improvements, destruction or diminution by any cause, insured or uninsured, except in the case of acquisition or reacquisition of the property by a public entity. Recording of an assessment agreement complying with this subsection constitutes notice of the assessment agreement to a subsequent purchaser or encumbrancer of the land or any part of it, whether voluntary or involuntary, and is binding upon a subsequent purchaser or encumbrancer.

EXHIBIT D
COMPANY'S ESTIMATE WORKSHEET

- (1) Date of Preparation: October ____, 20__.
- (2) Assessed Taxable Valuation of Property as of January 1, 20__:
\$_____.
- (3) Base Taxable Valuation of Property:
\$_____.
- (4) Incremental Taxable Valuation of Property (2 minus 3):
\$_____ (the "TIF Value").
- (5) Current City fiscal year consolidated property tax levy rate for purposes of calculating Incremental Property Tax Revenues (the "Adjusted Levy Rate"):
\$_____ per thousand of value.
- (6) The TIF Value (4) factored by the Adjusted Levy Rate (5).
\$_____ x \$_____/1000 = \$_____ (the "TIF Estimate")
- (7) Subtract anticipated property tax credits from the TIF Estimate (6 minus 7) =
\$_____ (the "Available TIF Estimate")
- (8) Available TIF Estimate (\$_____ x Annual Percentage = Company's Estimate (\$_____).

Payment Year	Annual Percentage
First through Sixth Payment Years	100%
Seventh Payment Year	90%
Eighth Payment Year	70%
Ninth Payment Year	50%
Tenth Payment Year	30%

EXHIBIT E
ANNUAL CERTIFICATION
(due by October 15th as required under terms of Development Agreement)

WHEREAS, the City of Clive, Iowa (the "City") authorized the payment of certain economic development tax increment payments (the "Payments") to Dehner Distillery, LLC (the "Company") pursuant to a Development Agreement (the "Agreement") entered into between the City and the Company; and

WHEREAS, the Agreement contains certain conditions required to be completed by the Company in order for the Company to be eligible to receive such Payments and as such the Company hereby certifies the following as satisfaction of such conditions:

- (i) All property taxes on the Property in the Urban Renewal Area have been paid for the prior fiscal year (and for the current year, if due) and attached to this Annual Certification are proof of payment of said taxes;
- (ii) The Company is not in material violation of the Agreement or any local, state or federal law or regulation and is not aware of any pending or threatened claim against the Company with respect to such laws.
- (iii) The Company owns the Property and is in compliance with the Business Operations Requirement (as defined in the Agreement) and Tasting Room Requirement (as defined in the Agreement).

I certify under penalty of perjury and pursuant to the laws of the State of Iowa that the preceding is true and correct to the best of my knowledge and belief.

Signed this _____ day of _____, 20____.

DEHNER DISTILLERY, LLC

By: _____
Its: _____

HOLD HEARING ON AND APPROVE
DEVELOPMENT AGREEMENT AND
TAX INCREMENT PAYMENTS

(DEHNER DISTILLERY, LLC)

421346-95

Clive, Iowa

October 9, 2025

A meeting of the City Council of the City of Clive, Iowa, was held at 6:00 p.m., on October 9, 2025, at the Clive City Hall Council Chambers, 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: _____.

The City Council investigated and found that notice of the intention of the Council to conduct a public hearing on a Development Agreement between the City and Dehner Distillery, LLC had been published according to law and as directed by the City Council and that this is the time and place at which the Council shall receive oral or written objections from any resident or property owner of the City. All written objections, statements, and evidence heretofore filed were reported to the Council, and all oral objections, statements, and all other exhibits presented were considered.

The following named persons presented oral objections, statements, or evidence as summarized below; filed written objections or statements, copies of which are attached hereto; or presented other exhibits, copies of which are attached hereto:

(Here list all persons presenting written or oral statements or evidence and summarize each presentation.)

There being no further objections or comments, the Mayor announced that the hearing was closed.

Council Member _____ introduced the resolution next hereinafter set out and moved its adoption, seconded by Council Member _____; and after due consideration thereof by the City 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_____

Resolution Approving Development Agreement with Dehner Distillery, LLC,
Authorizing Annual Appropriation Tax Increment Payments and Pledging Certain
Tax Increment Revenues to the Payment of the Agreement

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 an ordinance 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 (the “Urban Renewal Tax Revenue Fund”), 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 has proposed to enter into a certain development agreement (the “Agreement”) with Dehner Distillery, LLC (the “Company”) in connection with the construction by the Company of a new distillery and related facilities (the “Project”) in the Urban Renewal Area; and

WHEREAS, under the Agreement, the City would provide financial incentives to the Company in the form of annual appropriation incremental property tax payments (the “Payments”) in an aggregate amount not to exceed \$585,573; and

WHEREAS, this City Council, pursuant to Section 403.9 of the Code of Iowa, has published notice, has held a public hearing on the Agreement on October 9, 2025, and has otherwise complied with statutory requirements for the approval of the Agreement; and

WHEREAS, Chapter 15A of the Code of Iowa (“Chapter 15A”) declares that economic development is a public purpose for which a City may provide grants, loans, tax incentives, guarantees and other financial assistance to or for the benefit of private persons; and

WHEREAS, Chapter 15A requires that before public funds are used for grants, loans, tax incentives or other financial assistance, a City Council must determine that a public purpose will reasonably be accomplished by the spending or use of those funds; and

WHEREAS, Chapter 15A requires that in determining whether funds should be spent, a City Council must consider any or all of a series of factors;

NOW, THEREFORE, It Is Resolved by the City Council of the City of Clive, Iowa, as follows:

Section 1. Pursuant to the factors listed in Chapter 15A, the City Council hereby finds that:

(a) The Project will add diversity and generate new opportunities for the Clive and Iowa economies;

(b) The Project will generate public gains and benefits, particularly in the creation and retention of jobs, income and tourism opportunities which are warranted in comparison to the amount of the proposed Payments.

Section 2. The City Council further finds that a public purpose will reasonably be accomplished by entering into the Agreement and providing the Payments to the Company as provided for therein.

Section 3. The Agreement is hereby approved, and the Mayor and the City Clerk are hereby authorized and directed to execute and deliver the Agreement on behalf of the City in substantially the form and content in which the Agreement has been presented to this City Council. The Mayor, the City Manager, the Director of Administrative Services and the City's Senior Planner are also authorized to make such changes, modifications, additions or deletions as they, with the advice of bond counsel, may believe to be necessary, and to take such actions as may be necessary to carry out the provisions of the Agreement.

Section 4. The Payments by the City under the Agreement shall be subject to annual appropriation by the City Council, in the manner set out in the Agreement. As provided and required by Chapter 403 of the Code of Iowa, the City's obligations under the Agreement shall be payable solely from a subfund (the "Dehner Distillery, LLC Subfund"), into which shall be paid that portion of the income and proceeds of the Urban Renewal Tax Revenue Fund attributable to property taxes derived from the property as described as follows:

Lot 1, Dehner Distillery Plat 1, City of Clive, Polk County, Iowa

Section 5. The City hereby pledges to the payment of the Agreement the Dehner Distillery, LLC Subfund and the taxes referred to in Subsection 2 of Section 403.19 of the Code of Iowa to be paid into such Subfund, provided, however, that no Payment will be made under the Agreement unless and until monies from the Dehner Distillery, LLC Subfund are appropriated for such purpose by the City Council.

Section 6. After the certification of indebtedness to the County Auditor of Polk County, Iowa and the continuing pledging of the Dehner Distillery, LLC Subfund and the portion of taxes to be paid into such Subfund and, pursuant to the direction of Section 403.19 of the Code of Iowa, the County Auditor shall allocate the taxes in accordance therewith and in accordance with the tax allocation ordinance referred to in the preamble hereof.

Section 7. All resolutions or parts thereof in conflict herewith are hereby repealed.

Passed and approved October 9, 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, 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 holding a public hearing and adopting a resolution to approve a Development Agreement with Dehner Distillery, LLC.

WITNESS MY HAND this ____ day of _____, 2025.

City Clerk



Memo

TO: Mayor and Council members

FROM: Amanda Grutzmacher, Senior Planner

DATE: October 9, 2025

RE: Resolution Approving Development Agreement with Dehner Distillery, LLC, Authorizing Annual Appropriation Tax Increment Payments and Pledging Certain Tax Increment Revenues to the Payment of the Agreement

SYNOPSIS:

Staff recommends approval of the Resolution Approving Development Agreement with Dehner Distillery, LLC.

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

Attachments:

None



Memo

TO: Mayor and Council members

FROM: Pete De Kock, Assistant City Manager

DATE: October 9, 2025

RE: Resolution Approving Membership in the Greater Dallas County Development Alliance

SYNOPSIS:

The Clive City Council has identified membership in the Greater Dallas County Development Alliance (Alliance) as a strategic priority for FY 2025-2026. Clive staff have been working with the Alliance leadership on the goals and objectives for this partnership, which are outlined in the attached memo. Additional information about the Alliance's services can be found in the attached membership proposal. Clive's annual membership cost of \$18,917.50 equates to a per capita rate of \$2.50 for each Clive resident in Dallas County (7,567). Assistant City Manager Pete De Kock will be the City's representative on the Alliance Board of Directors. Alliance Executive Director Rachel Wacker will be in attendance at the meeting to answer any questions. Staff recommends approval.

Attachments:

1. Resolution Approving Clive's Membership in the Greater Dallas County Alliance 10.9.26
2. Dallas County Economic Development Alliance Performance Metrics Memo FINAL 10.6.2025
3. Clive Proposal for GDCDA Membership

RESOLUTION NO. _____

RESOLUTION APPROVING MEMBERSHIP IN THE GREATER DALLAS COUNTY
DEVELOPMENT ALLIANCE

WHEREAS, the Clive City Council has identified membership in the Greater Dallas County Development Alliance (Alliance) as a strategic priority for fiscal year 2025 -2026; and

WHEREAS, the City of Clive and Alliance have articulated focus areas for economic development work in the next twelve to twenty-four months with accompanying goals; and

WHEREAS, the City of Clive will work with Alliance staff to continue improving its economic development strategies and present economic development strategies for future consideration; and

WHEREAS, the Alliance has prepared an annual membership structure for Clive based on the portion of Clive's population in Dallas County; and

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

That the City of Clive formally joins the Greater Dallas County Alliance for the twelve month period starting in October 2025 at a cost of \$18,917.50, which equates to \$2.50 per Clive resident living in Dallas County (7,567); that Assistant City Manager Pete De Kock represent the City on the Alliance board of directors; and that the Mayor is hereby authorized and directed to execute said agreement document on behalf of the City of Clive, Iowa, the same being hereby approved and accepted by this City Council; and the City Clerk is hereby authorized and directed to attest to the signature of the Mayor thereon.

PASSED AND APPROVED this _____ day of _____, 2025

By: _____
John Edwards, Mayor

ATTEST:

By: _____
Matthew D. Graham, City Clerk

To: Dallas County Economic Development Alliance

From: Pete De Kock, Assistant City Manager, City of Clive, Iowa

Date: October 6, 2025

Subject: Expectations for Partnership with Greater Dallas County Development Alliance

The City of Clive is exploring the potential benefits of formally joining the Greater Dallas County Development Alliance (GDCDA). As part of that evaluation, we have identified a set of key metrics and priority outcomes that we believe are essential to a productive and mutually beneficial relationship. These focus areas reflect Clive's current economic development goals and community priorities and should guide the Alliance's support of the City's strategic initiatives.

1. Real Estate Assembly and Development Activation Along the Alice's Road Corridor

The Alice's Road corridor is one of Clive's most significant long-term growth areas. As the City undertakes a multi-year reconstruction of the road from Horizon Drive to Meredith Drive, now is the critical time to facilitate strategic land assembly and encourage development.

We are looking to the Alliance for:

- Proactive engagement with landowners to identify and market development-ready parcels.
- Facilitation of partnerships that can lead to coordinated site planning and master-planned developments.
- Attraction of targeted commercial, office, and dense residential developments to anchor the corridor, in alignment with Clive's Northern Neighborhoods Plan.
- Technical support in aligning infrastructure investment with economic development outcomes, and identify barriers to market-driven solutions.

The success of the Alice's Road corridor is a long-term priority for Clive and will require sustained, focused attention from our economic development partners. **GOAL: Meet and learn the goals and expectations of the three large property owners in the corridor; identify and engage developers who are interested in the land and would like to develop it in a way that is consistent with the City of Clive's goals; multiple acres of property transferred to developers in the next 24 months.**

2. West Hickman Road Planning and Property Owner/Business Engagement

Clive has identified key opportunity sites where renewed marketing and developer engagement are needed. We expect the Alliance to:

- Identify barriers to market-driven development in the Berkshire Office Park and drive next-generation office or mixed-use development in the park.
- Promote prime development opportunities in the Hickman Road corridor, including the intersections of 156th Street and Hickman Road, and the intersection of 128th Street and Hickman Road.
- Provide market research, outreach materials, and relationship-building that connect developer interest with these strategic sites and others that become available.

These efforts should complement and elevate Clive's work, adding regional visibility and recruitment capabilities that the Alliance is well-positioned to deliver. **GOAL: 2-3 development projects in the West Hickman corridor or Berkshire Office Park in the next 24 months.**

3. Recommended Clive Redevelopment Strategies and Opportunities

- Collaborate with City staff on identification of existing development and redevelopment sites.
- The City wants to give the Alliance space to apply its skills and knowledge, and present opportunities going beyond the priorities outlined above. The City welcomes the Alliance's assessment of Clive's past and current economic development activities, as well as its recommendations on additional economic development tools that we should deploy.

GOAL: After Clive's first twelve months as an Alliance member, provide a report identifying and prioritizing development and redevelopment sites in Clive to be considered in the future.

The scope of work and goals outlined above are not contractual requirements for either the Alliance or the City of Clive, but rather guiding ideas intended to give our collective work focus and rigor. Following Clive's initial year as an Alliance member, the two organizations will work together to amend these goals and potentially add others, such as work in Clive's 86th Street Neighborhoods and the University Avenue Corridor.

Clive is committed to a data-driven, results-oriented approach to economic development. Our decision to join the Alliance will be contingent on a shared understanding of expectations and alignment with Clive's strategic priorities. We look forward to continued conversations and appreciate the opportunity to explore a strong partnership.





GREATER DALLAS COUNTY
Development Alliance



2024 **CLIVE** **PROPOSAL**



DATE :
July 2024

PROPOSED BY :
Greater Dallas
County Development
Alliance



515-987-2020
dallascounty-ia.org
rwacker@dallascounty-ia.org



ABOUT US

The Greater Dallas County Development Alliance is a public/private partnership that seeks to connect local communities with global businesses and industries within Dallas County, Iowa, the fastest-growing county in Iowa and one of the fastest-growing counties in the nation.

Through our centralized hub of resources, we simplify the information-gathering process and highlight the Dallas County difference, fostering economic development and making Dallas County a great place to live, work, play, and do business.



EXECUTIVE DIRECTOR
RACHEL WACKER



**ECONOMIC DEVELOPMENT
MANAGER**
GRACE GROB



**ECONOMIC DEVELOPMENT
INTERN**
RECE BUDDE



OPERATIONS COORDINATOR
TRICIA EVEN



MISSION

By leveraging the strengths of our region, the Greater Dallas County Development Alliance seeks to improve economic success and achieve a higher quality of place

VISION

Through a renewed focus on members, the Greater Dallas County Development Alliance will transform, provide connections to resources, and convene conversations with partners to be consistently present and support the momentum of expansion and development in our region and set the stage for future growth and sustainable success.



GOALS, STRATEGIES & TACTICS

With council direction from Strategic Planning, the Alliance is prepared to provide services to increase bandwidth for development goals as follows:

Goal: Key Business and Employer Assessment

Strategy: Create list of targeted companies and employers in Clive

Tactics:

- Schedule 30 minute or 1 hour meetings with each business to evaluate the state of Clive's business climate and seek feedback on challenges and opportunities.
- Gather quantitative data to generate a report to present to Clive on state of business and industry climate
- Identify if a company/business is emerging, expanding, at risk, or declining, and provide resources necessary to aid them

Outcome: Develop a baseline of targeted businesses to meet with every year to evaluate industry business climate.



GOALS, STRATEGIES & TACTICS

Goal: Dip Study Research Assistance

Strategy: Identify case studies/comparable cities to Clive in the sense that they are reaching their city limits for development opportunity

Tactics:

- Facilitate conversation with Cities, virtually or on site, to gather insight and best practice for revitalization and revenue sustainability
- Contribute to ongoing discussions regarding DIP study to identify a timeline for completion of Dip study

Outcome: The Alliance will report findings and site examples from visits to include in Dip Study report.



GOALS, STRATEGIES & TACTICS

Goal: To stimulate economic growth and diversification by securing targeted grants and assessing new commercial development opportunities.

Strategy: Align project planning with the Clive economic goals by implementing an action plan based on the strategic direction from the city.

Tactics:

- Conduct comprehensive market feasibility studies to identify potential commercial development sites and then apply for grants that align with the economic priorities in the identified areas. (e.g., Berkshire Business Park and future commercial development along Alice's Road)

Outcome: Increased investment in Clive through targeted grant acquisition and enhanced economic resilience and job creation within the city.

In addition to the above, the Alliance will also aid and supplement in the areas of housing and take a proactive approach to business growth.



PROPOSED COMPENSATION

The Alliance charges communities on a per capita basis. By doing so, the Alliance ensures equity with a fair, transparent, and efficient way to generate revenue, supporting our operations and providing value to all members.

Clive has **7,567** residents in the Dallas County portion.

The per capita rate is **\$2.50**

Proposed Cost for Annual Membership: \$18,917.50

In addition to the Goals, Strategies, and Tactics, identified as key priorities to the city, the Scope of Services offered to all partner cities will be made available to Clive.



Memo

TO: Mayor and Council members

FROM:

DATE: October 9, 2025

RE: Resolution Approving Walnut Creek Watershed 5-Year Implementation Plan

SYNOPSIS:

The Walnut Creek Watershed Management Authority (WMA) has updated its five-year goals and implementation plan. The Walnut Creek WMA was formed in 2014, and since then, its member communities have identified and implemented practices, policies, and programs to advance the health of the watershed. The WMA's master plan was approved in 2016. It needs to be updated to reflect past accomplishments, as well as the evolving challenges and opportunities in the watershed.

The five goals in the updated plan are:

- Hold water on the landscape
- Preserve, expand, reconnect, and rehabilitate floodplains
- Better understand and improve surface water quality
- Regional collaboration and awareness
- Sustain implementation through monitoring and reporting

There are multiple quantitative and qualitative measures associated with each goal, as well as targets for each member community. Clive staff were active participants in the plan drafting process, and believe that the goals outlined for Clive specifically and the WMA more broadly are achievable and will improve the watershed in many ways. Staff recommends approval of the updated goals and implementation plan.

Attachments:

1. Resolution Approving Walnut Creek Watershed 5 Year Implementation Plan
2. Walnut Creek Watershed 5 Year Implementation Plan

RESOLUTION NO. _____

RESOLUTION APPROVING WALNUT CREEK WATERSHED 5-YEAR
IMPLEMENTATION PLAN

WHEREAS, the City of Clive is a founding member of the Walnut Creek Watershed Management Authority (Walnut Creek WMA); and

WHEREAS, the City is committed to protecting and improving the health of the Walnut Creek Watershed; and

WHEREAS, the Walnut Creek WMA's master plan was initially approved in 2016, and must now be updated to reflect past accomplishments, as well as the evolving challenges and opportunities in the watershed; and

WHEREAS, the updated implementation plan sets quantitative and qualitative measures aligning with key goals; and

WHEREAS, the Clive-specific metrics and broader WMA metrics in the plan are ambitious but achievable, and once met, will improve the health of the watershed;

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

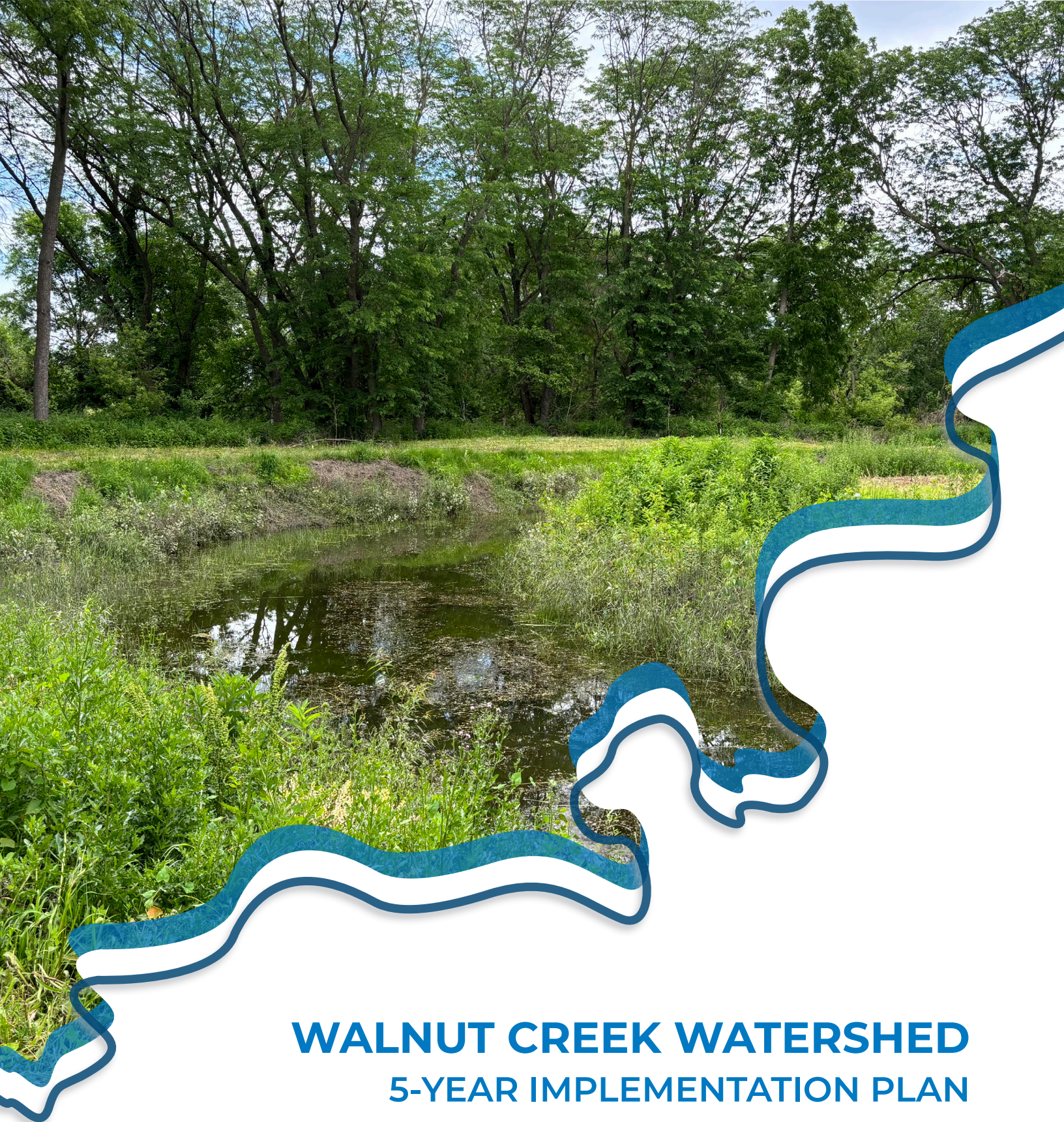
That the City of Clive approves the Walnut Creek Watershed 5-Year Implementation Plan.

PASSED AND APPROVED this _____ day of _____, 2025

By: _____
John Edwards, Mayor

ATTEST:

By: _____
Matthew D. Graham, City Clerk



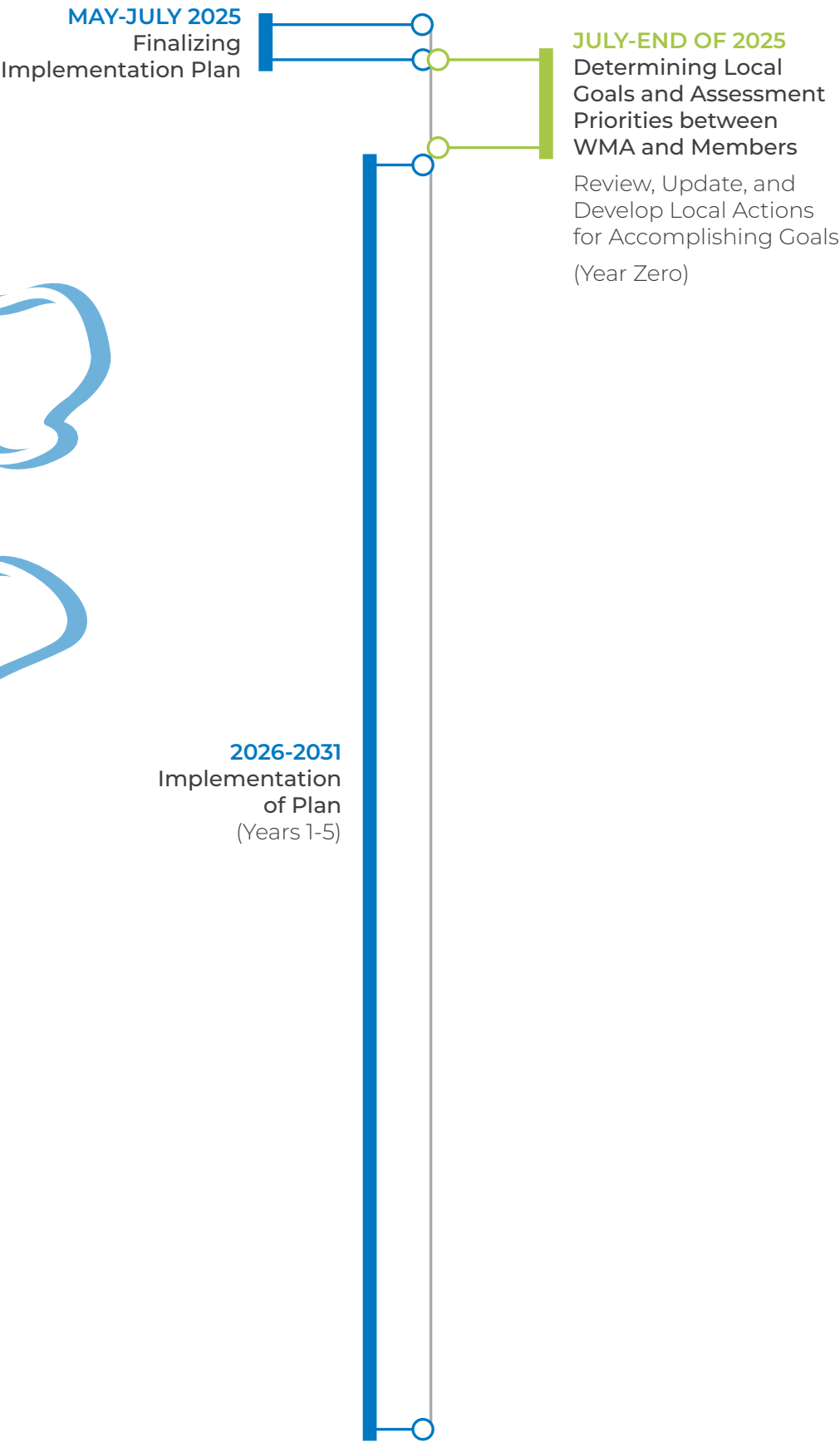
WALNUT CREEK WATERSHED

5-YEAR IMPLEMENTATION PLAN

JUNE 2025



PLANNING TIMEFRAME



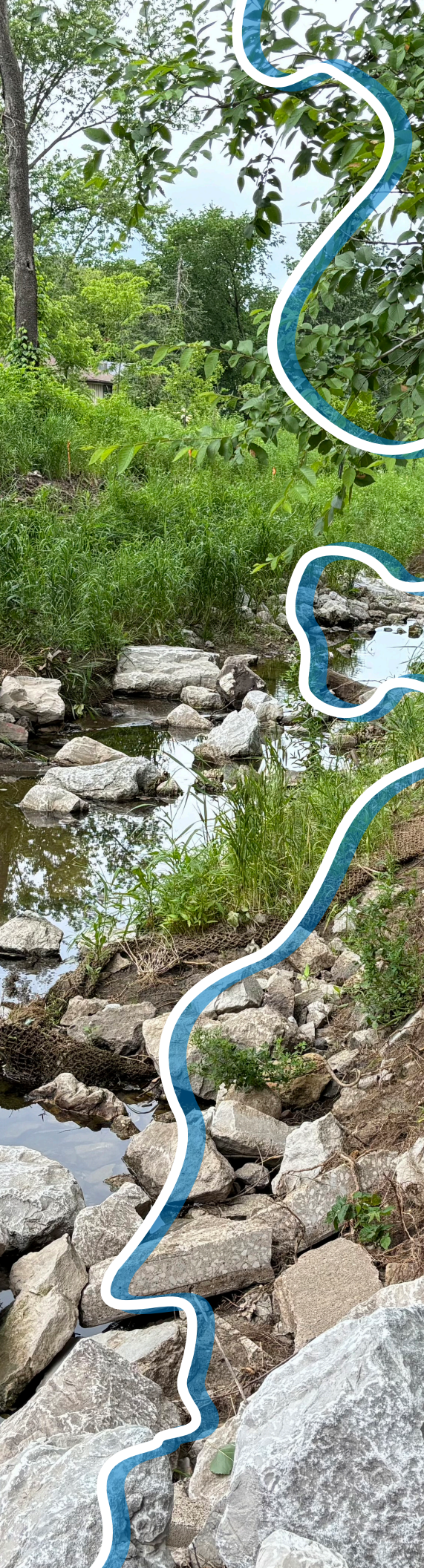


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CHAPTER 1.

ACKNOWLEDGEMENTS

The Walnut Creek Watershed Management Authority and the Consultant Team of McClure Engineering Company and cbec eco engineering, a Verdantas Company, would like to thank the following individuals and organizations for their contributions to the development of the Walnut Creek Watershed 5-Year Implementation Plan:



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Rachel Conrad – *Polk County*

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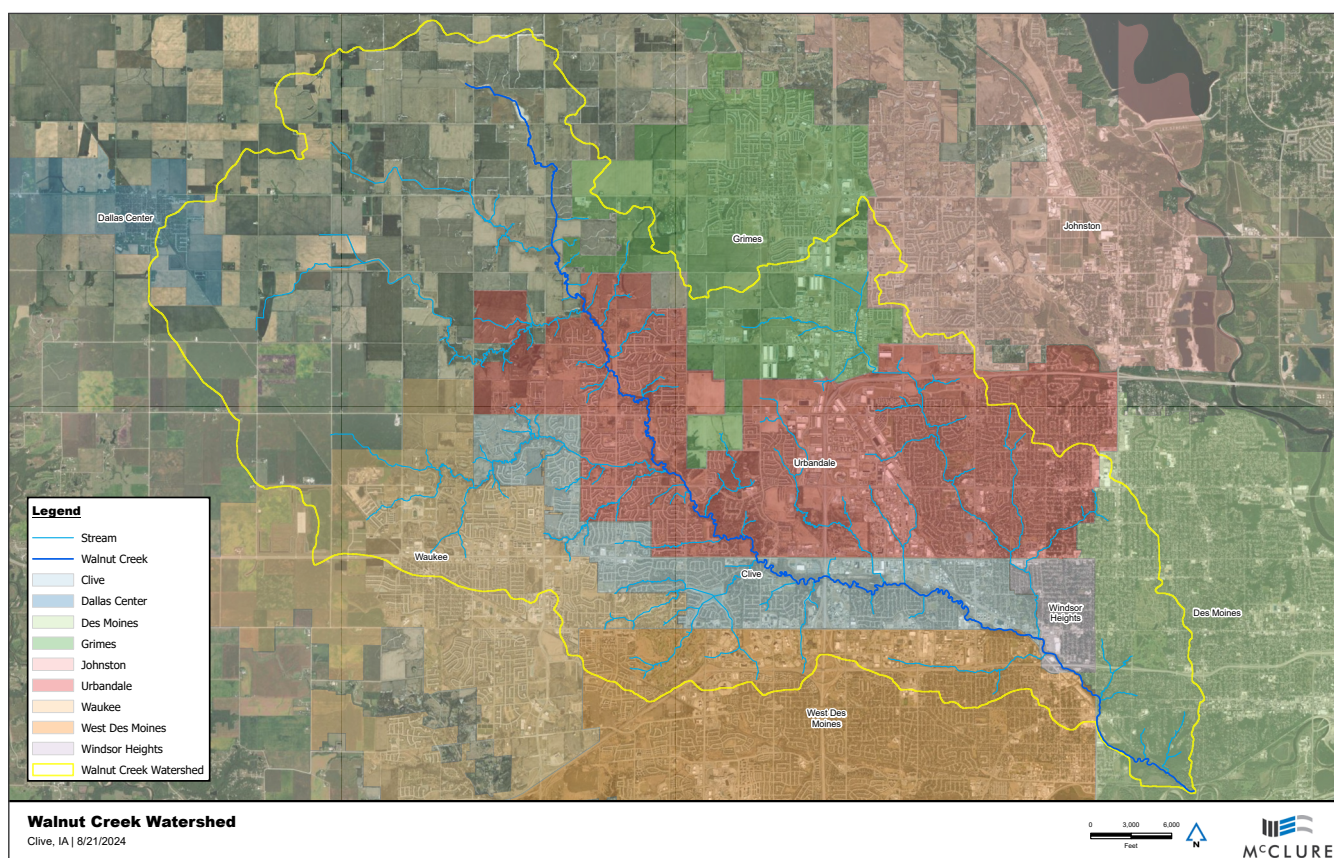
Paul Gibbins – *Polk Soil & Water Conservation District*

CHAPTER 2. INTRODUCTION



The Walnut Creek Watershed is a rapidly urbanizing watershed located in Polk and Dallas counties in Central Iowa. A map of the watershed and the communities that make up the watershed is shown below. As of 2016, the 83 square mile watershed was classified as 43% urban. This figure has increased to 47% as of 2021. Flooding, nutrients, bacteria, and eroded soils remain a significant issue that impacts the quality of water, habitat, and quality of life for humans. Walnut Creek itself is impaired by bacteria, particularly E. Coli, per the Iowa Department of Natural Resources and Drake University. Monitoring data acquired by Drake University shows that the vast majority of E. Coli is a result of human waste (C. Hruby, personal communication, August 6, 2024). Additionally, Walnut Creek experiences elevated levels of nitrogen, phosphorus, chloride, and sediment.

Communities at the downstream end of the watershed are currently advocating for a “managed retreat” approach to removing habitable structures from the Walnut Creek floodplain due to frequent flooding and costly repetitive losses. There is currently significant stakeholder interest in improving Walnut Creek and the watershed as a whole.



The Walnut Creek Watershed Management Authority (WMA) was formed by a 28E agreement in 2014 and has been successful since its formation in identifying and implementing practices, policies, and programs to move the health of the watershed forward. This has included:

- Addressing local and regional policies
- Improving water quality, enhancing recreation
- Advocating for public health
- Creating and restoring wildlife habitat
- Addressing flooding and water quality issues
- Developing and implementing educational programming
- Implementing multi-benefit projects to improve the public's access to and stewardship of critical water resources

The WMA has been a champion of both urban and rural improvements and works with partners and property owners to advance the mission of the watershed. Ultimately, the WMA was established to aggregate multiple partners and jurisdictions into a single common voice aimed at advancing the quality of the watershed.

Current WMA Members and Partner Organizations are listed below:

WMA Members

- City of Clive
- City of Dallas Center
- City of Des Moines
- City of Grimes
- City of Johnston
- City of Urbandale
- City of Waukee
- City of West Des Moines
- City of Windsor Heights
- Dallas Soil & Water Conservation District
- Polk County
- Polk Soil & Water Conservation District

WMA Partner Organizations

- Agency Staff
- Agricultural and Other Businesses
- Council of Governments
- Dallas County
- Non-Profits
- Planning Consultants
- Resource Conservation & Development Groups
- Universities



CHAPTER 3.

THE IMPLEMENTATION PLAN & THE PLANNING PROCESS

The purpose of this 5-Year Implementation Plan is to build off the existing momentum of the Walnut Creek Watershed, unite stakeholders towards common goals, and ultimately be a catalyst towards implementing specific projects and programs aimed at improving the quality of the watershed. The goal of this effort is to prioritize multi-benefit solutions that simultaneously address multiple issues in the watershed. These issues include, but are not limited to:

- Water Quality
(i.e. addressing impairments, sediment, nutrients, etc.)
- Streambank Erosion
- Public Safety
- Water Quantity
(i.e. storage of floodwater on the landscape, reduction of financial risk, etc.)
- Education and Outreach
- Recreation

This updated implementation plan builds off the prior Walnut Creek Watershed Master Plan completed in 2016. The previous plan can be located on the Walnut Creek WMA's website located at <https://www.polkcountyiowa.gov/public-works/water-resources/walnut-creek-watershed-management-authority/>. The Master Plan is 10 years old and needs to be updated to match the current goals of the WMA and to address the current challenges the WMA faces.

This implementation plan provides a framework to move the efforts of the WMA forward with 2025 as “year zero” of the plan and 2026-2031 as the intended implementation timeframe.

The planning effort to formulate this implementation plan involved three rounds of stakeholder engagement and one round of public engagement. Stakeholder engagement with members and partners involved an initial stakeholder meeting in August of 2024, individual stakeholder and community follow up in September of 2024, and a final round of specific engagement with stakeholders at the October 2024 quarterly WMA meeting. Public engagement involved targeted outreach during the Walnut Creek Watershed Festival in September of 2024. The information collected during the outreach portion drove many of the recommendations in this implementation plan.

Much of the planning effort involved aggregating and building off previous plans and newer studies that have been recently completed in the watershed. These plans and studies all reflect efforts by the WMA and its partners to advance the mission of the watershed outlined in the 2016 Master Plan. The plan developers reviewed and studied these documents to ensure that this implementation plan follows previous precedents and avoids duplicity with existing efforts.



- Clive University Boulevard Flood Mitigation Plan
- Clive Water Resources Master Plan
- Clive Greenbelt Master Plan
- Clive Walnut Creek Streambank Assessment
- Des Moines Stormwater Master Plan
- Drake University Assessment of Water Quality & Ecosystem Health in Fourmile Creek and Walnut Creek
- Silver Jackets Phase 1 and 2 Reports
- Walnut Creek Stream Buffer Model Ordinance
- Windsor Heights Flood Study
- Water Quality Monitoring Data (2016 – 2024)
- Several Existing Hydraulic, Hydrologic, and Water Quality Models

Simultaneously, a multi-criteria analysis was developed to assess efforts and programs that the WMA can and should implement within the next 5 years. This involved review of previous hydrologic, hydraulic, and water quality models, as well as monitoring data and local observations to develop this analysis.

The results and recommendations presented in this implementation plan outline the 5-year vision for the watershed. From the stakeholder engagement phase, it is apparent that to be viewed as successful in 2031, the WMA must not just remain but thrive. This includes the following goals:



This implementation plan outlines how the WMA can achieve these goals.

These implementable and attainable goals will result from strong inter-community and agency partnerships. During the stakeholder engagement phase, it was evident that communities within the watershed want to “do the right things” and advance the mission of the watershed. The means and methods to achieving success vary between stakeholders, but ultimately everyone involved in this process wants the WMA to be successful. This implementation plan will be an integral part of the future success of the watershed alongside the partners, stakeholders, public, and the WMA board and staff.

CHAPTER 4.

REVIEW OF EXISTING PLANS & DATA

To inform this 5-year Implementation Plan, the consultant team reviewed the documents and data listed in Chapter 3. This information was synthesized into the two primary issues facing the Walnut Creek watershed: flood risk and water quality.

4.1 FLOOD RISK

Flood risk in the Walnut Creek watershed is being driven by three factors. First, the watershed is rapidly developing. From 2011 to 2023, the impervious area increased from 15.9 % to 23.7 % of the watershed (based on the National Land Cover Dataset) and drainage tiling has increased in this region of Iowa by approximately 11% from 2012 to 2017 (Schmidt, 2020). Second, total annual rainfall and rainfall intensity have increased in Iowa (Easterling et al., 2017). Third, historical development has occurred within the 100-year floodplain with numerous structures experiencing significant flood risk, and repetitive flood losses. Due to this significant present and growing flood risk, past studies have indicated that a mix of strategies will be needed to reduce flood risk to tolerable levels. This includes:

1. Acquiring and removing buildings from the floodway
(e.g., Clive's University Boulevard "flood prone area")
2. Floodproofing existing structures
(e.g., Clive's University Boulevard area and Windsor Heights' North Walnut Creek area)
3. Conveyance improvements and streambank stabilization
(e.g., Indian Hills Re-meander)
4. Upstream storage projects
(e.g., Alice's Road basins 1-4 and/or more localized stormwater detention)
5. Green Infrastructure (aka "Best Management Practices", or BMPs) to help slow down and infiltrate runoff (throughout the watershed in agricultural, residential, and urban areas)

Per the FEMA Flood Insurance Study for Polk County effective February 1, 2019, the 100-year discharge on Walnut Creek at the confluence with the Raccoon River is 17,000 cubic feet per second. According to USGS Gage 05484800 at the same location, the 100-year discharge has not occurred yet in the watershed. However, 3 floods with discharges greater than 10,000 cubic feet per second have occurred since 1986. These floods were similar in magnitude to roughly a 25 to 50-year event. Should full buildout in the floodplain of Walnut Creek occur, these properties, structures, and downstream areas will likely be more susceptible to flooding, either from the 100-year or more frequent flood events. Following the trend of annual rainfall and intensities increasing as presented above, the five strategies presented above will be critical in reducing flood risk in the watershed.

Municipalities are exploring ways to address flooding within their own jurisdictions, but it will take collective action throughout the watershed to significantly reduce flood risk. The WMA can facilitate projects by improving coordination among WMA members, drafting policies and planning documents, developing incentives and funding mechanisms, and targeting outreach.

4.2 WATER QUALITY

Water quality is an important driver for the WMA. Walnut Creek is impaired due to high levels of E. coli bacteria and monitoring data show elevated levels of nitrogen, phosphorus, chloride, and turbidity/sediment. These water quality issues degrade the recreational value and ecological conditions of the creek and the entire riparian corridor. Furthermore, the Des Moines Water Works, which delivers drinking water to most of the greater Des Moines metro area, extracts water from the Raccoon River just below the confluence of Walnut Creek, so these impairments directly degrade the drinking water for about 600,000 residents.

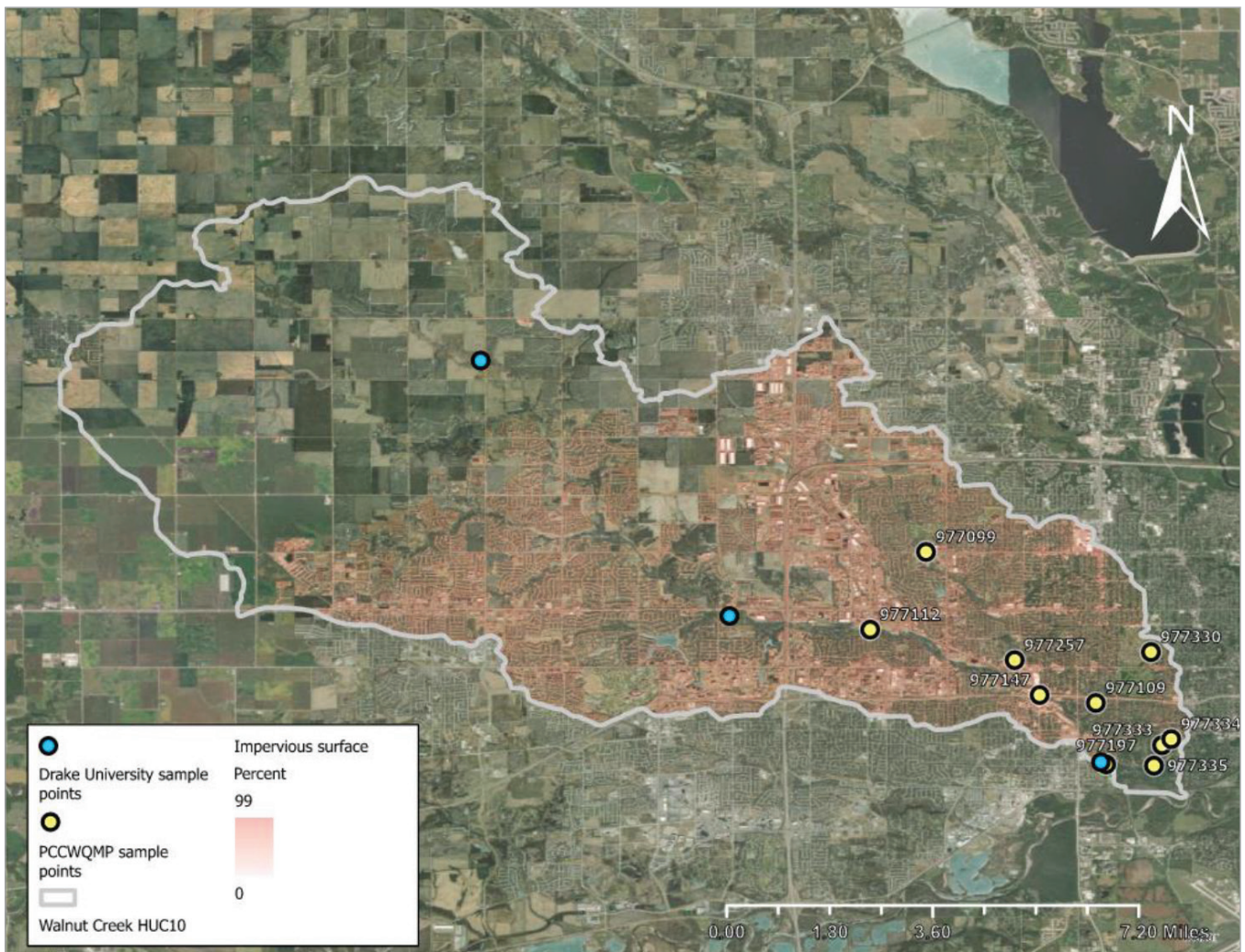


Figure 4-1. Polk County Conservation Water Quality Monitoring Program (PCCWQMP) sampling locations within the Walnut Creek watershed.

Currently, no Total Maximum Daily Load (TMDL) exists for Walnut Creek, but in 2024, the Iowa Department of Natural Resources (DNR) designated the lower Walnut Creek (segment #IA 04-RAC-1120) with an impairment code of 5a. Category 5 designations require the development of a TMDL. Nearby and downstream segments of the Raccoon River and the Des Moines River have TMDLs for Nitrate and E. coli. E. coli is a fecal indicator bacteria and high levels suggest the presence of pathogens (i.e., viruses, bacteria, protozoa, and parasitic worms) in the water that may pose a risk to human health.

Walnut Creek water quality sampling data were compiled and provided by the WMA including: pH, nitrate, nitrite, orthophosphate, chloride, dissolved oxygen, and temperature. Polk County Conservation Water Quality Monitoring Program (PCCWQMP) sampling locations are concentrated in the urban part of the watershed (see Figure 4-1), so determining the sources of nutrient loading may be difficult without more sampling locations in the upper watershed. The Drake University study (Levi et al., 2023) did include one monitoring location in the urban, suburban, and agricultural areas with trends that can be interpreted based on those locations. The following sections describe the data collected for E. coli, nitrate, phosphorus, and chloride.

4.2.1 E. COLI

E. coli is a facultatively anaerobic bacteria, meaning it will make ATP by aerobic respiration if oxygen is present, but can switch to fermentation in the absence of oxygen. E. coli is commonly found in the lower intestines of warm-blooded organisms but can survive in manure and water for months. Most E. coli strains are harmless, but some distinct variations are pathogenic.

Walnut Creek is a Class A1 stream where “recreational or other uses may result in prolonged and direct contact with the water” (Iowa Code § 567.61, 2022). For A1 streams, E. Coli levels “shall not exceed a Geometric Mean value of 126 organisms/100 ml or a sample maximum value of 235 organisms/100 ml from March 15 through November 15” (Iowa Code § 567.61, 2022). In Walnut Creek, samples regularly exceed State water quality standards. For example, the 2024 spring snapshot sampling ranged in value from 4,978 to 25,994 organisms/100 ml.

The three-year study conducted by Drake University (Levi et al., 2023) found that E. coli concentrations were highest in the agricultural headwaters of Walnut Creek, particularly during the summer months. Recent monitoring done by Drake University in 2024 utilizing eDNA suggests that most of the E. coli contamination is of human origin, with significant contributions from raccoon, deer, cattle, and geese. This data is shown below in Figure 4-2. More sampling is needed to better isolate the sources of E coli contamination and develop recommendations to reduce E. coli concentrations within the creek. This should be a major goal for the WMA and partner agencies in the next year, if possible.

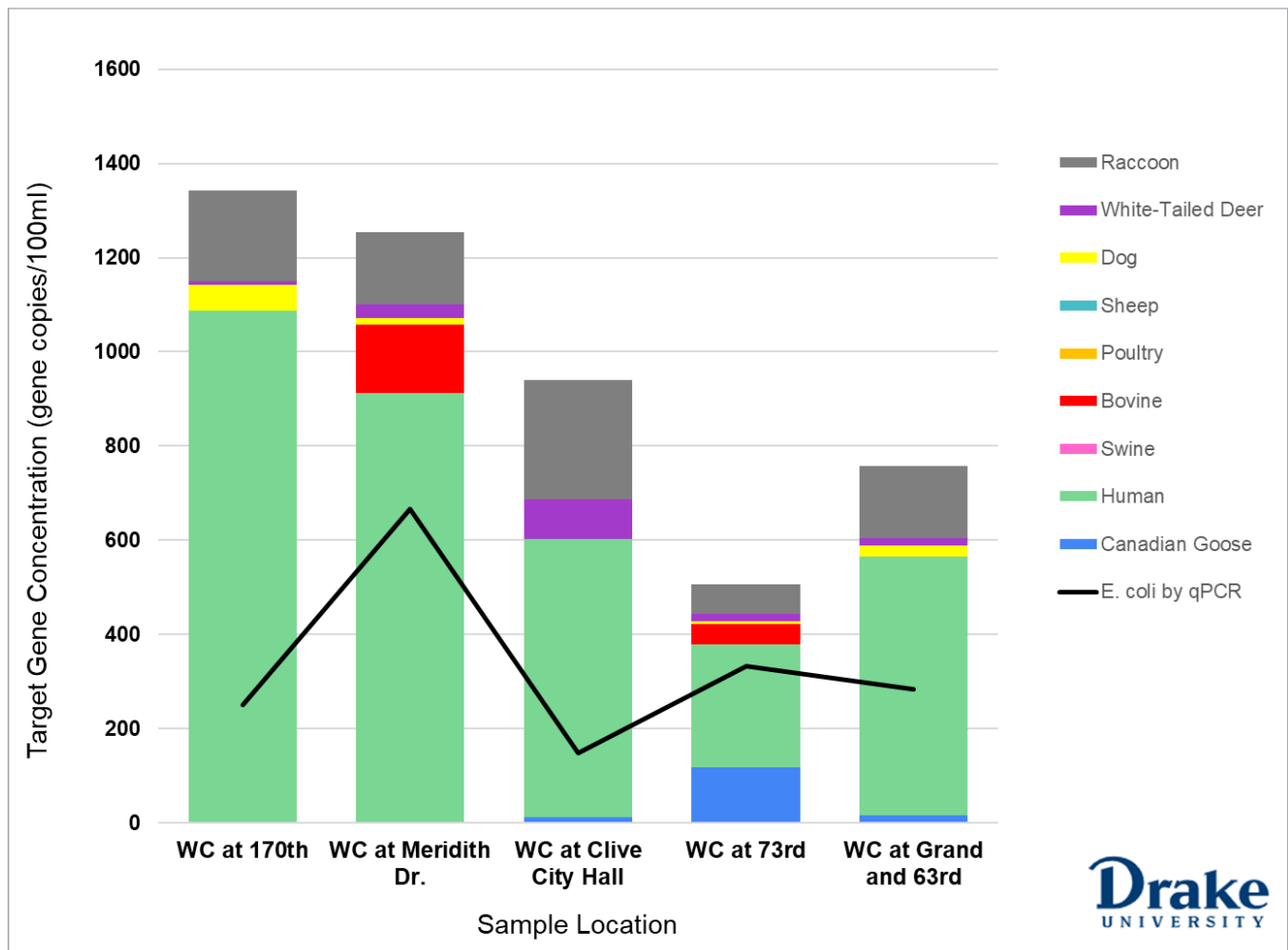


Figure 4-2. Walnut Creek Gene Concentrations of E. Coli Contamination.

4.2.2 NITROGEN

Although nitrogen is naturally abundant in the environment, it can be introduced to streams at elevated levels through fertilizers, manure, wastewater effluent, failing septic systems, and atmospheric deposition from burning fossil fuels and other sources. Nitrogen levels are important for several reasons: (1) drinking water with nitrate levels above 10 mg/l can cause methemoglobinemia (also known as “blue baby syndrome”), (2) excess nitrogen can cause excessive algal blooms and plant growth (including toxic cyanobacteria), create hypoxic conditions that lead to fish kills, and reduce biodiversity, (3) nitrogen is the primary cause of the dead zone in the Gulf of Mexico.

The 2019-2022 study of Fourmile and Walnut Creeks (Levi et al., 2023) found the highest levels of nitrate in the agricultural portions of the watersheds, while the lowest was in the urban areas. Reviewing the data compiled by the WMA reveals relatively few samples that exceed 10 mg/l, though a significant number of samples are in the 1mg/L to 5 mg/L range, which is below the drinking water limit, but still elevated compared to natural conditions. The Iowa Nutrient Reduction Strategy goal is to reduce total nitrogen loads by 45% (compared to the 1980-96 baseline period) with effective floodplains and wetlands being the most effective way that nitrogen is naturally removed from streams.

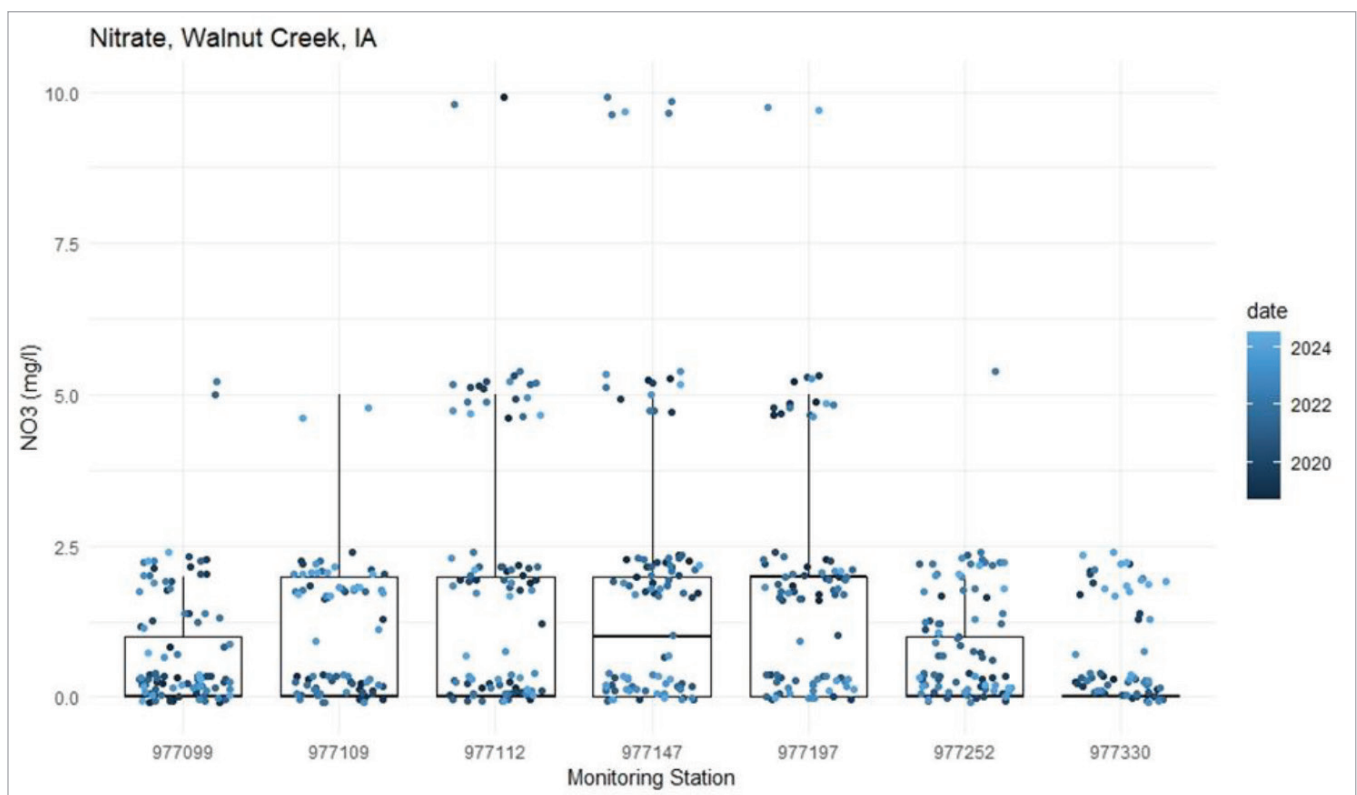


Figure 4-3. Nitrate concentrations by monitoring station with outliers above 10 mg/l removed.

4.2.3 PHOSPHORUS

Much like nitrogen, excess phosphorus in streams can cause excess algae blooms (including toxin-producing algae), create low dissolved oxygen levels that cause fish kills, and degrade habitat conditions leading to loss of biodiversity. Phosphorus occurs naturally in rocks, soil, and mineral deposits, but elevated levels of phosphorus can be introduced to streams through fertilizers, animal waste, wastewater effluent, detergents, leaking septic systems, runoff (including urban), and soil erosion.

Phosphorus is elevated in Walnut Creek. The US EPA recommends a phosphorus limit of 0.10 mg/l or less for streams, 0.05 mg/l or less for streams flowing into reservoirs and lakes, and 0.025 mg/l for reservoirs/ lakes. The median levels of orthophosphate are highest at monitoring stations 977109, 977112, and 977330, measuring about 0.20 mg/l. The Iowa Nutrient Reduction Strategy goal is to reduce total phosphorus loads by 45%, although a 50% reduction would be necessary to achieve the US EPA recommended phosphorus limits for Walnut Creek.

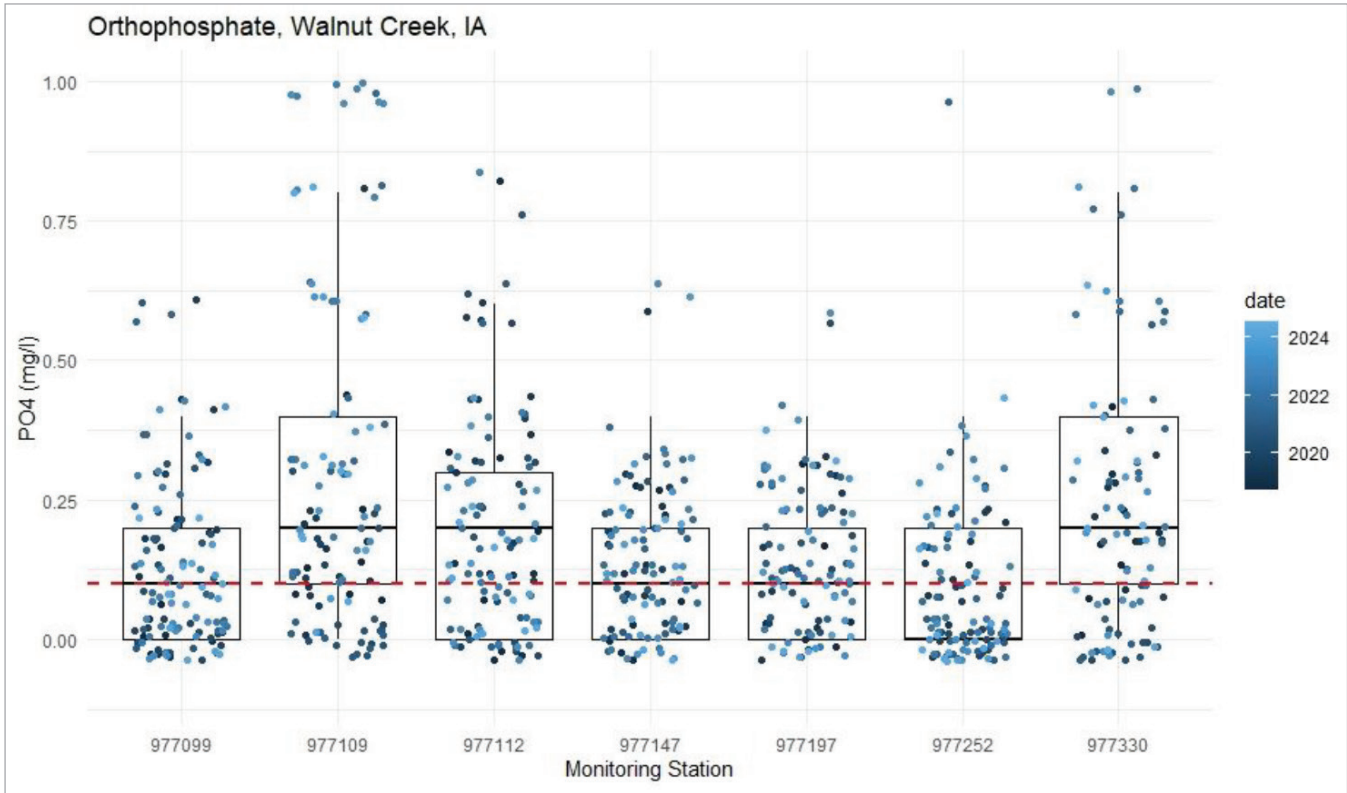


Figure 4-4. Orthophosphate concentrations by monitoring station with extreme outliers removed, red line denotes US EPA phosphorus standard for streams.

CHLORIDE

Chloride naturally occurs in streams, but elevated levels can be harmful to the environment and aquatic organisms such as invertebrates, amphibians, and fish. High chloride levels can also change the structure of aquatic vegetation and reduce wetland plant diversity with salt-tolerant species replacing native ones. Additionally, soils with high salt content lose their ability to retain water and store nutrients, making them more susceptible to erosion.

The primary source of excess chloride in streams is road salt used in the winter months. Chloride levels tend to be higher in streams with more residential and commercial development. Drake University found that chloride concentrations were low during the summer months but elevated during the winter months, especially for the suburban and urban sites relative to the agricultural monitoring site.

The average chloride concentrations in Iowa streams range from 16 to 29 mg/l (Barnes, 2016; IDNR, 2009) depending on watershed conditions. Chloride standards are site specific depending on hardness and sulfate. Chloride conditions in Walnut Creek are generally above 50 mg/l with the monitoring station medians ranging from 50 to 150 mg/l. Monitoring stations 977099 and 977109 have median values of 100 mg/l and 150 mg/l, respectively and six samples were over 350 mg/l. Station 977099 is downstream from the Urbandale Golf and Country Club and 977109 is downstream from the Waveland Golf Course, which may be coincidental though some fertilizers like potassium chloride can contribute to higher stream chloride levels.

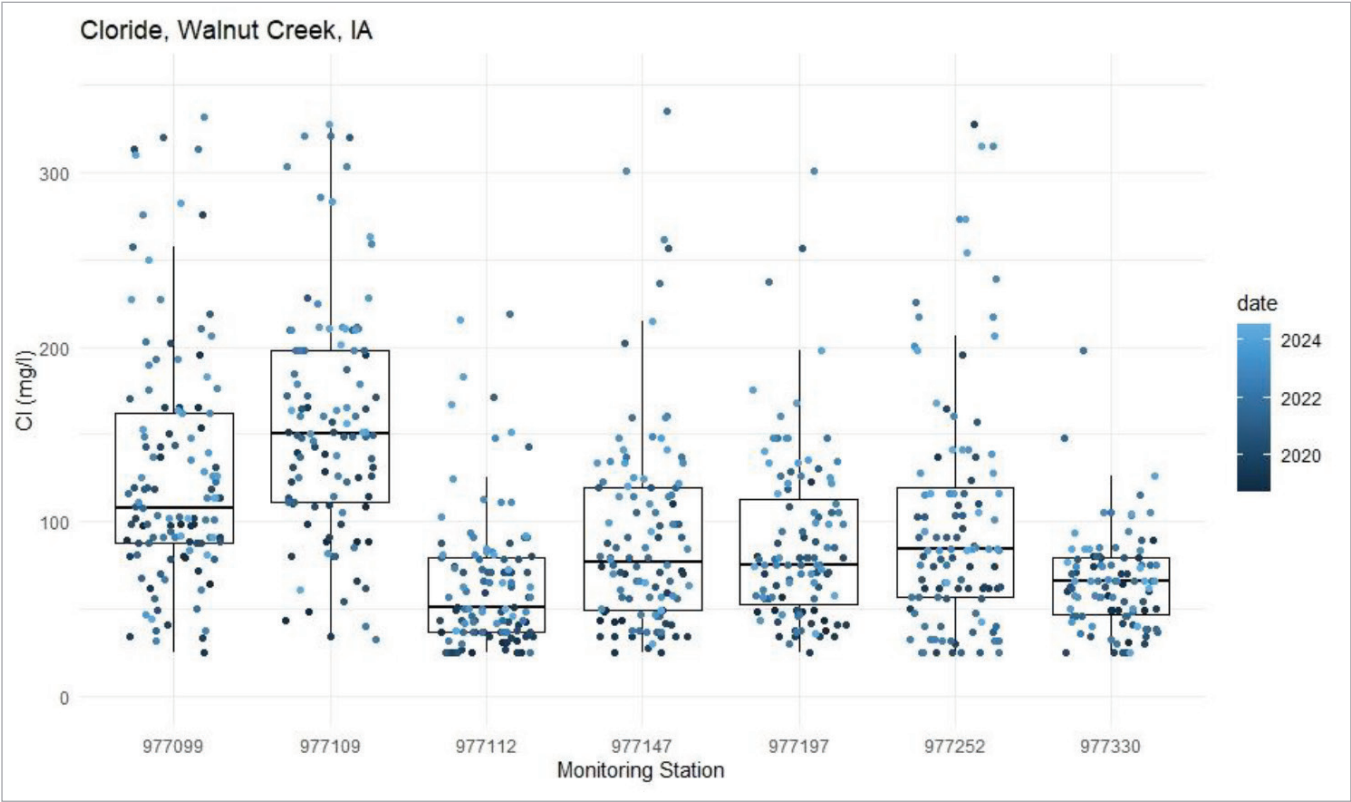


Figure 4-5. Chloride sampling by monitoring station.

CHAPTER 5.

DEVELOPING A REGIONAL FUNDING PARTNERSHIP

Development of a regional funding partnership that is fair to individual communities was a common theme captured during the stakeholder engagement phase. Therefore, this plan recommends that the WMA push towards adopting a regional funding partnership to fund future projects and programs. One model to follow is the example set by the City of Windsor Heights, which approved the following resolution in September 2024:

- The agreement states that the City of Windsor Heights will contribute up to 5% of quarterly stormwater fee receipts to fund regional stormwater projects beneficial to the residents of Windsor Heights. This agreement is proposed to last for 10 years.

The primary driver of this effort is Windsor Heights' desire to fund projects on Walnut Creek upstream of their city boundary. This type of model may be particularly attractive to communities near the mouth of Walnut Creek that are particularly landlocked and built out. These communities are less able to retrofit practices that can reduce flooding due to being heavily urbanized and many times incur the high cost associated with large-scale retrofits. Additionally, many of these projects in built out regions require buyouts, which take a significant amount of time, money, and can be politically unpopular.

Another suggestion during public input included a financial contribution based on the population of a member community (i.e. a fee per capita), similar to the existing watershed agreement in which the communities pay annually into the WMA based on population and area within the watershed. Another option could be based on the impervious area of a community in addition to regular municipal stormwater fees, although this was not brought up by communities during stakeholder engagement. Regardless, there is currently momentum in other communities in the watershed towards developing individual funding mechanisms like the Windsor Heights resolution to provide funds to the watershed.

A regional funding partnership supports the idea of holding water on the landscape, especially higher in the watershed. The primary driver of communities' interest in a funding mechanism (especially those in the downstream areas of the watershed) is to control flooding in their community. A model such as the one proposed above allows for communities to establish funding mechanisms that are relevant to their community.

This plan recommends that the WMA push for a regional funding partnership by having each community share upcoming projects on an annual basis to discuss the potential for funding partnerships across jurisdictional lines.



CHAPTER 6.

DEFINING ROLES

After discussion with Polk County and watershed staff, definition of roles between the WMA Coordinators and WMA Members became an important topic to resolve in this plan update. For the WMA, there is a team of staff that collectively operate as the Watershed Coordinators. At the time of this plan development this team includes:

Polk County

- **Water Resources Supervisor:**
John Swanson
- **Outreach Coordinator:**
Cassie Druhl

Polk SWCD

- **Urban Conservationist:**
Jennifer Welch
- **Watershed Coordinator:**
Michael James
- **Watershed Coordinator:**
Riley Bass

The WMA also includes member jurisdictions that have a representative attend WMA meetings. In addition, many communities send multiple staff to represent their interests to the WMA. WMA members include (but is not limited to) city staff, elected officials, and soil & water conservation staff.

The role of the coordination team and WMA members is ever changing. Clearly defining these roles is key to understanding the dynamics to achieve successful plan implementation.

The following list outlines the major roles that were decided. As the WMA and its members evolve, this list may be refined as all parties see fit:

WMA/Coordinators

- Project identification and implementation in regional and upstream agricultural areas
- Watershed-scale planning, fundraising, and technical assistance
- Regional watershed programming (i.e. Walnut Creek Watershed Festival, Rain Campaign)
- Regional Policy Development
- Coordinate and procure grant funding

WMA Members

- Project identification and implementation with jurisdictional boundaries
- Elected official education
- Local policy adoption and implementation
- MS4 requirements
- Local BMP rebate programs and education
- Develop local plans and assessments to support this plan

CHAPTER 7.

RECOMMENDATIONS

Appendix A outlines a 5-yr work plan for the WMA, and this section describes the five goals identified:

- **GOAL 1: Hold Water on the Landscape**
- **GOAL 2: Preserve, Expand, Reconnect, and Rehabilitate Floodplains**
- **GOAL 3: Better Understand and Improve Surface Water Quality**
- **GOAL 4: Regional Collaboration and Awareness**
- **GOAL 5: Sustain Implementation Through Monitoring and Reporting**

These goals are meant to be a starting point during 2025 (year zero). It is expected that future studies and projects will make the goals more clear as the plan is implemented via regular conversations between WMA coordinators and members. These goals are intended to be implemented between 2026 and 2031 as follows:

GOAL 1: HOLD WATER ON THE LANDSCAPE

This goal focuses on reducing runoff through both urban and agricultural measures. Focusing on a regional green infrastructure approach will achieve this goal while distributing the benefits throughout the watershed and providing enhanced environmental services in comparison to traditional stormwater detention.

This goal is best served by establishing quantitative objectives while recognizing that green infrastructure retrofits are more costly than inclusion for new developments. The Milwaukee Metropolitan Sewerage District's (MMSD) Regional Green Infrastructure plan provides an example methodology for developing the quantitative objectives. MMSD has a 20-yr vision of infiltrating the first 0.5" of rainfall that falls on all impervious surfaces using green infrastructure. That goal, applied to the Walnut Creek Watershed would provide 510 acre-ft of green infrastructure capacity (based on a 2023 estimate of 23.7 % impervious landcover within the watershed). Since the vast majority of the impervious landcover is focused within the urban areas of the watershed, that objective should be applied to the municipalities and focused implementation of practices that hold water on the landscape and greenway expansion (based on stakeholder feedback). Table 1 provides targets by jurisdiction based on the urban acreages.

TABLE 1. URBAN STORAGE TARGETS BY JURISDICTION

JURISDICTION	ACRES	% URBAN	ACRE-FT/YR TARGET
Clive	4,965	15%	3.75
Des Moines	3,063	7%	1.75
Grimes	3,570	10%	2.5
Johnston	400	1%	0.25
Urbandale	13,156	38%	5
Waukee	4,873	15%	3.75
West Des Moines	3,610	10%	1.25
Windsor Heights	926	2%	0.5

In the rural areas, the focus should be on treating the effects of tile drainage and preventing soil erosion and nutrient runoff. Having a coequal acre-ft goal in the urban and rural areas will help promote a shared goal of reducing flood risk and water quality issues within the watershed.

Therefore, with a 20-year time horizon to achieve 510 acre-ft of green infrastructure in each of the urban and rural areas, this plan recommends inclusion of 25 acre-ft/year (i.e., 125 acre-ft total) of green infrastructure and storage capacity within the urban and rural communities, respectively. To achieve this goal in a more rapid timeframe, 31.25 acre-ft/year in the upstream areas of the watershed will be handled by the WMA Coordinators.

The fundamental idea of holding water on the landscape is simple: Implement policies and projects in the watershed that capture and/or infiltrate stormwater in order to reduce the quantity of stormwater that is conveyed downstream in the watershed during peak events. It is intended that each member community decides which practices work best for them within the framework of this plan and with support from WMA coordinators.

Examples of practices that count towards this goal are included as follows:

- Detention retrofits that go above and beyond basic standards
- Soil Quality Restoration
- On-Road Structures for Flood Detention
- Agricultural Wetlands
- Agricultural Grade Stabilizations
- Stream Restoration with Floodplain Bench Reconnection (Traditional stream restoration without storage benefits do not count)
- Prairie Conversions
- Floodplain Wetlands and Oxbows

These examples are shown as guidance and described in greater detail in Chapter 8. Other means and methods are acceptable as long as they meet this fundamental goal.

After discussion with member communities, it was agreed that regular mitigation of development (i.e. detention basins designed as required by a City that do not go above and beyond the basic standard) does not count towards this goal.

2

GOAL 2: PRESERVE, EXPAND, RECONNECT, AND REHABILITATE FLOODPLAINS

This goal focuses on restoring the natural floodplain functions that regulate flow, reduce downstream flooding, and improve water quality. Stakeholders were enthusiastic about several aspects related to floodplains: greenway expansion, creating a greenway master plan, and adopting the stream buffer ordinance. Furthermore, we discussed how Polk County Conservation can assist in developing restoration plans for greenways. Therefore, we coupled those interests into this goal and structured the objectives around preserving existing floodplains (through the stream buffer ordinance), expanding floodplains (through greenway acquisition), and rehabilitating floodplains (through developing restoration planning documents using Polk County Conservation’s Park Plan Model).

To provide a quantitative metric for greenway protection and rehabilitation, the methodology set by Fourmile and Mud Camp Spring WMAs was used. This seeks to preserve and rehabilitate the 500-year floodplain over a 50-year period. Walnut Creek’s 500-year floodplain is approximately 3,528 acres, which yields an annual target for preservation and rehabilitation of 70 acres/year. Table 2 provides targets by jurisdiction based on the floodplain acreages within each jurisdiction.

TABLE 2. FLOODPLAIN PRESERVATION AND REHABILITATION BY JURISDICTION

JURISDICTION	ACRES	% OF FLOODPLAIN	TARGET ACRE/YR	STREAM MILES	STREAM FT.	ANNUAL GOAL (FT.)
Clive	1,000	28%	20	8.75	46,200	924
Dallas County	928	26%	18	5.5	29,040	580
Des Moines	324	9%	6.5	2.45	12,936	259
Grimes	42	1%	0.5	2.5	13,200	264
Urbandale	819	23%	16	12.47	65,841	1,317
Waukee	146	5%	3.5	1	5,280	106
West Des Moines	90	3%	2	0.75	3,960	79
Windsor Heights	179	5%	3.5	2.1	11,088	222
TOTALS	3,528	100	70	35.52	187,545	3,751

For this plan, a good floodplain is one that is protected from development, maintains appropriate land use and building practices, and is in a healthy native or natural state. Further effort will be needed as part of this implementation plan to define what percent of land is in good or poor quality as a watershed.

Examples of practices that count towards this goal are included as follows:

- Agricultural Wetlands in Floodplains
- Stream Restoration with Floodplain Bench Reconnection
- Prairie Conversions
- Floodplain Wetlands and Oxbows

These examples are shown as guidance and described in greater detail in Chapter 8. Other means and methods are acceptable as long as they meet this goal.

Table 2 includes stream restoration goals established by WMA coordinators and member communities during the planning process. Stream restoration that adheres to guidance established in the Iowa River Restoration Toolbox will count towards this goal.

After discussion with WMA coordinators and members, it was determined that making this goal more explicitly prescriptive with additional metrics was not the intent of this plan. The intent of this plan is to provide a starting point to implement goal two and to lay out flexible goals that can be modified through conversations with the WMA coordinators and members.

Additionally, stream restorations that simply place revetment on banks without any effort to restore the adjacent floodplain will not count towards this goal.

3

GOAL 3: BETTER UNDERSTAND AND IMPROVE SURFACE WATER QUALITY

This goal aims to address water quality impairments by understanding pollution sources and implementing strategies to improve conditions. The primary focus for this is E. coli due to the high levels that are impairing the recreational use of the creek. More effort is needed to isolate the causes of the high E. coli findings and to recommend solutions. The WMA should work with a university or consultant to develop and implement a source tracking study.

If an expanded E. coli monitoring campaign moves forward, this plan recommends including additional water quality parameters while sampling E. coli to better understand nutrient levels within the watershed.

Current Polk County Conservation monitoring is focused on the urban areas, and the prior Drake University monitoring only included one monitoring location for each land cover category (i.e., urban, suburban, and agricultural). Therefore, plan recommendation is expanded nutrient monitoring to include total nitrogen, total and soluble phosphorus, pH, dissolved oxygen, chloride, and total suspended solids. This will help focus future efforts to ensure that the analyses needed to make ecological and stream health decisions are available to managers.

Polk County Conservation is already performing regular monitoring of Walnut Creek with the parameters mentioned above. In addition, previous studies mentioned in the 2016 Walnut Creek Watershed Master Plan. This includes monitoring data from the Iowa Soybean Association, IDNR Snapshot, and Iowater. These efforts should be used as a point of comparison to assess future snapshot efforts and track progress.

With regards to stream restoration projects, this plan considers multi-benefit solutions as preferred. A stream restoration that includes surface water quality features that reduce the potential for sediment and erosion via best management practices (such as bendway weirs, riffles, cross-vanes, etc) should be counted for credit under this goal. Simply placing riprap on the banks of a stream without consideration of other water quality practices should not be counted.

4

GOAL 4: REGIONAL COLLABORATION AND AWARENESS

This goal seeks to facilitate collaboration on projects within the watershed, increase watershed knowledge for elected officials, and increase public awareness of watershed issues and WMA activities. This goal is achieved through the following means and methods:

1. Presenting projects annually to develop collaborative funding partnerships.
2. Meeting with staff and elected officials annually to educate them on watershed issues and priorities.
3. Hosting an annual watershed festival that rotates between communities.

5

GOAL 5: SUSTAIN IMPLEMENTATION THROUGH MONITORING AND REPORTING

This goal emphasizes the need for monitoring and reporting to ensure continuous progress and accountability. The 5-year Work Plan should be reviewed annually to report progress, determine remedial steps, adaptively manage goals and objectives, and report progress through the WMA website and WMA annual reports. This spreadsheet will be a living document that will be used for the next 5 years to track progress.

It is intended that coordinators use the tracking spreadsheet and check in with members periodically. The spreadsheet will be a living document and additional work between the WMA coordinators and members may be needed to refine the spreadsheet over time.

Communities are allowed to “double dip” on these goals. If a practice or program meets more than one goal, these can be tracked in the tracking spreadsheet under multiple goals. For example, if a stormwater wetland both holds water on the landscape and preserves, expands, reconnects, or rehabilitates a floodplain, this practice can be counted on the tracking spreadsheet for both goals. Additionally, funding requests for specific shovel-ready projects should be tracked in the spreadsheet.

CHAPTER 8.

DISCUSSION

The following is a brief techniques and methods guide based off the goals discussed in Chapter 7. This section is intended to serve as a brainstorming tool of applicable practices. Other applicable practices may be discovered or utilized in the Walnut Creek Watershed as needed.

For specific design guidance, most of these practices are described in greater detail in the Iowa Stormwater Management Manual, the NRCS Practice Standard, and the Iowa River Restoration Toolbox.

TECHNIQUES AND METHODS

DETENTION RETROFITS – Existing stormwater detention basins can be retrofit into dry extension basins, bioretention basins, or stormwater wetlands that can achieve stormwater rate reduction as well as water quality goals. This process can involve forebay construction at pond inlets, construction of micro-pool systems that allow for longer water storage, planting of native vegetation rather than turf grass, and maximizing the flow path of stormwater in the basin to allow for additional sediment and nutrient removal prior to leaving the basin.



Example of a Stormwater Detention Basin Retrofit in Clive, IA. Photo Source: Walnut Creek WMA.

SOIL QUALITY RESTORATION & URBAN BMP BATCH AND BUILD PROGRAMS – Soil quality restoration uses deep core aeration and topdressing with compost on existing lawns to help promote healthy soil and infiltration. This reduces compaction, improves porosity of the soil, and improves organic matter in the soil media. This is an ideal practice for residential areas that have long had compacted, difficult to infiltrate soil. Many communities in the Walnut Creek Watershed have stormwater cost-share programs that specifically offer funding for soil quality restoration initiatives. These programs can even be combined via a “batch and build” program by allowing for an application process to residents to apply soil quality restoration to several properties over one season using a single contractor.



*Example of a property after soil quality restoration (left) and without soil quality restoration (right).
Photo Source – Iowa Stormwater Education Partnership.*

ON-ROAD STRUCTURES FOR FLOOD DETENTION – These projects utilize existing roadway embankments as a dam by restricting flow into roadway culverts to provide flood storage during large rain events. By restricting the passage of water through culverts normally over-designed for normal flow rates, this allows for an efficient method of holding water on the landscape given adequate floodplain area upstream of the practice.



Example of an on-road structure in rural Iowa. Photo Source: <https://iowafloodcenter.uiowa.edu/iowa-ors>

AGRICULTURAL WETLANDS – These wetlands are engineered and constructed to address both stormwater quality and stormwater quantity. Stormwater wetlands allow for stormwater to be absorbed and for pollutants to be removed by plants via settling and other targeted biochemical processes. Microtopography is created to develop shallow and deep water zones to promote lengthy flow patterns for minor storms through the practice. Major storms can be routed through the wetland system and controlled using specialized outlet structures.



Example of an agricultural CREP wetland in Story County, Iowa. Photo Source: Author.

AGRICULTURAL GRADE STABILIZATIONS –

Grade stabilization projects allow for stormwater to pond on an agricultural property, which improves water quality by reducing erosion in highly erosive landscapes. Additionally, these structures facilitate suspension of dissolved nitrogen, phosphorus, and sediment by holding water on the landscape and preventing these pollutants from advancing downstream. This practice is particularly useful at infiltrating retained water.

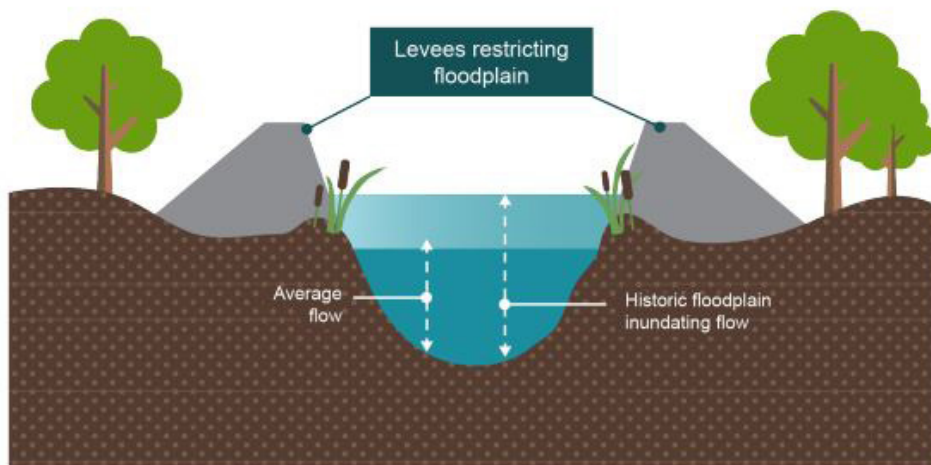
*Example of an Agricultural Grade Stabilization Practice in Iowa.
Source: Iowa Watershed Approach*



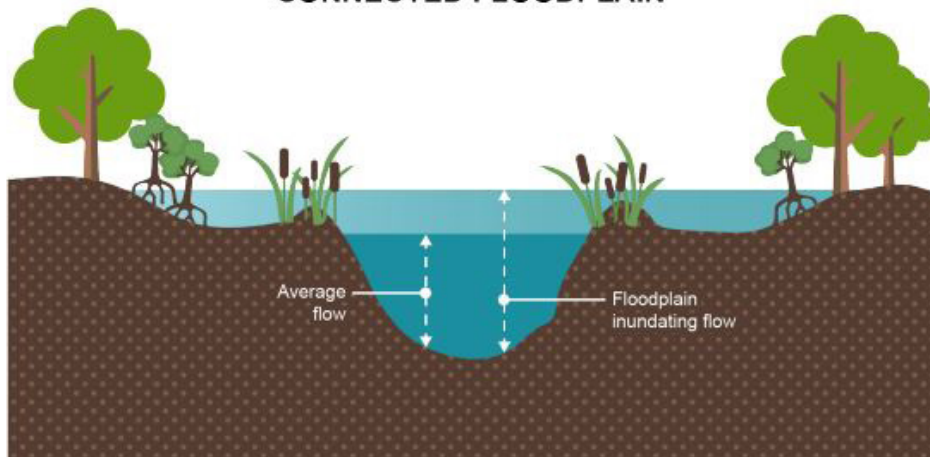
STREAM RESTORATION WITH FLOODPLAIN BENCH RECONNECTION – This practice is typically used on incised channels or v-shaped ditches and deliberately restores the connection between the stream and its floodplain via excavation of the overbank areas. When applying this practice, it is essential that an appropriate and stable low-flow pilot channel is constructed. This results in a two-stage channel that is stable and can provide storage and attenuate sediment and excess nutrients. Subsequently, the incised channel is excavated to form a naturalized floodplain, which allows for excess stormwater to be held on the landscape longer and either infiltrated or detained prior to flowing downstream. This design is more aligned with natural fluvial forms and processes, thereby promoting greater channel stability.

Additionally, these benches can serve as wetlands during specific times of the year, helping to reduce nutrient loads in the ditches. As a result, this approach yields a more sustainable ditch structure that restores some beneficial natural processes while maintaining the necessary drainage capacity for production. This practice can also be used when levees are deconstructed to reconnect the floodplain.

FLOODPLAIN DISCONNECTED BY LEVEES



CONNECTED FLOODPLAIN



Example graphic of floodplain reconnection. Photo Source: USACE National Levee Safety Guidelines.



Example of a two-stage ditch three months after construction. Photo Source: Food, Agricultural and Biological Engineering, The Ohio State University.

PRAIRIE CONVERSIONS –

This practice involves converting existing pasture, crops, or turf grass into prairie. Plant species native to Iowa should be used, as they will offer the lowest maintenance and highest resilience to the state's climate. Not only do these conversions improve aesthetics of the area, these landscapes are critical to habitat improvement for birds, insects, fauna, and other species native to the state. Prairies also improve soil retention and soil health, improving the landscape's ability to hold water and improve water quality. Prairies can be large or small and can be started from plugs or seed provided from local nurseries. Prairie conversions can be combined with many of the practices mentioned in this chapter, creating efficiency and cost-effectiveness.



Image of the Marietta Sand Prairie in Marshall, Iowa. Photo Source: Iowa Natural Heritage Foundation.

FLOODPLAIN WETLAND AND OXBOWS – These practices are excellent methods to provide floodplain storage and water quality benefits. These practices allow for stormwater to filter pollutants, nutrients, and sediment during high-flow events. They also result in natural or constructed depressions that allow more runoff to be held on the landscape and infiltrate, therefore lowering the burden on downstream areas. Floodplain wetlands and oxbows can also be added as stormwater outlet treatments in tiled rural or piped urban landscapes, which reduces the stormwater conveyance burden on downstream streams.



Example of a Floodplain Oxbow in Story County, Iowa. Photo Source: Story County Conservation.

CORPORATE CAMPUSES – The Walnut Creek watershed is highly urbanized with many corporate campuses throughout its constituent communities. Large campuses such as these often have significant requirements for stormwater management. The previously discussed practices can be utilized to not only detain water, but filter out stormwater pollution off of impervious areas prior to discharging into Walnut Creek and its tributaries. For example, a detention basin could be retrofit into a stormwater wetland, or a large mowed field could be converted to prairie, resulting in less maintenance cost for these facilities.



Wells Fargo Corporate Campus in West Des Moines featuring native vegetation and stormwater controls. Source: Confluence.

LOCAL EXAMPLES OF SUCCESSFUL PROJECTS

1. GRIMES KENNYBROOK WETLAND – This project successfully retrofit an existing detention basin in Grimes. The Kennybrook Wetland improved water quality by treating 52 acres of stormwater runoff prior to discharging into Beaver Creek. By expanding the travel time required for stormwater to leave the site and reducing the overall velocity of stormwater, overall water quality was improved due to numerous chemical and biological processes at work. In addition, retrofitting the stormwater wetland allowed for increased detention capacity of high stormwater flows, improving overall health of downstream waterways and reducing risk of channel erosion.

The Kennybrook Wetland also includes several interactive features to engage and educate visitors to the area. A boardwalk was built to invite visitors to get close and view the wetland's animal and plant life. Interpretive signage was placed at the edge of the wetland and along the many native plantings that are growing there. These native plants encourage filtration of pollutants via their deep root systems and attract pollinators.



Kennybrook Wetland in Grimes. Photo Source: Walnut Creek WMA.

2. DES MOINES GLENDALE CEMETERY POND – The City of Des Moines started a rehabilitation of Glendale Cemetery pond in the spring of 2023. This effort used available funding from the state’s Water Quality Initiative (WQI) and Conservation Infrastructure Program (CIP). This project serves as a good example of utilizing state funding to leverage local funding, with \$1 million committed from the City and local sources to complete the project.

Rehabilitation of the Glendale Cemetery pond was completed in August 2024. The project included draining the pond to remove sediment, which increased the pond’s storage capacity. This retrofit allowed the pond to store a higher volume of stormwater, which facilitated reduced peak runoff rates and reduced erosion downstream. This improved the water quality of downstream receiving channels.

Additionally, a modified outlet structure was installed to control the release rate from the pond from larger stormwater events. This reduced further sedimentation in and erosion generated from the pond. Native vegetation was planted, which allowed for greater bank stability and less erosion of banks into the pond. Native plants also filter out pollutants into the pond by acting as a buffer. This vegetation also deterred unwanted waterfowl, provided food and habitat for pollinators, and added to the public’s enjoyment of the pond.



Glendale Cemetery Pond in Des Moines. Photo Source: Walnut Creek WMA.

3. SOIL QUALITY RESTORATION BATCH AND BUILD – In recent years, a new “Batch and Build” model has been utilized to increase adoption of Soil Quality Restorations (SQR) by homeowners. Traditionally, a residential stormwater reimbursement program can be arduous for a homeowner that is required to 1) Get a contractor quote, 2) Apply for program approval, 3) Hire and pay a contractor to complete work and 4) Receive reimbursement from the program.

The Batch & Build model focuses on simplifying the process for homeowners, grouping projects for installation, and utilizing a government entity as the fiscal agent that hires the contractor and oversees installations. The model has been proven effective for SQR, with direct benefits for cost savings and program participations. Cities that have participated in SQR include Clive, Johnston, and Des Moines.



Soil Quality Restoration in Clive. Photo Source: Walnut Creek WMA.

4. LITTLE WALNUT CREEK REGIONAL WETLAND – This wetland is proposed in the headwaters of Little Walnut Creek in Waukee. This wetland will be built to feature several sediment capturing forebays, allow for pretreatment of runoff before entering the wetland, and slow velocities of incoming stormwater. The project will feature a multi-stage outlet structure, which will control discharge into Little Walnut Creek and decrease erosion in the creek. Additionally, the project directly meets this plan's goal of holding water on the landscape, which allows pollutants to filter out and reduces the overall discharge into Little Walnut Creek.

The wetland will be integrated into the surrounding neighborhood, which allows for adjacent residents to understand the importance of holding more water on the landscape and improving water quality through stormwater best management practices.



Rendering of Little Walnut Creek Regional Wetland in Waukee. Photo Source: Walnut Creek WMA.

5. LITTLE WALNUT CREEK STREAMBANK RESTORATION (ON-GOING) – This project is a great example of inter-community collaboration that is in line with the goals of this plan. The cities of Clive, Urbandale, and Waukee are currently coming together to spearhead critical infrastructure projects that will benefit residents in each community. The collaboration will extend sewer infrastructure, connect trails and greenways, and improve amenities people will enjoy for many generations.

The first improvement is a gravity sanitary sewer line for the City of Waukee that will subsequently involve Clive's implementation of streambank stabilization, habitat restoration, and recreation features. These components will improve overall water quality by reducing erosion into the creek. Recreational trails will be connected between the Little Walnut Creek and Bob Layton Trails in Urbandale, improving trail connectivity and overall connection to parts of Little Walnut Creek. This improved trail connectivity can lead to increased stewardship of the creek as more people see the area as a resource worthy of protection.

Additionally, Clive will be implementing \$7 million of water quality and conveyance investments associated with this project. Furthermore, a \$400,000 investment from Polk County will enable Clive and its partners to protect property and infrastructure from erosion, which can be a significant public nuisance and source of stormwater pollution in the area. This project will also improve habitat for local flora and fauna, which will improve riparian vegetation and clean runoff entering Little Walnut Creek.



6. URBANDALE OXBOW RESTORATION – This project involves reconstructing five oxbow wetlands in Clive and Urbandale. Oxbow wetlands benefit water quality and riparian habitat of Walnut Creek and the larger Raccoon River Watershed by filtering excess nutrients prior to discharging into Walnut Creek. For example, these oxbow wetlands are estimated to remove 40-90% of nitrates that would otherwise discharge into the creek. In addition, the oxbow wetlands will provide approximately 5 million gallons of critical flood storage, which is in line with the goal of holding more water on the landscape. This storage provides critical benefits to an adjacent tributary that is known to inundate several communities in Des Moines. Finally, these oxbows will provide wildlife habitat, particularly for smaller fish seeking protection from predatory fish. Oxbow wetlands are also frequently used by migratory birds and waterfowl as feeding and nesting sites. Overall, this project fulfills the plan's goal of restoring the floodplain.



Oxbow Restoration in Urbandale. Photo Source: Walnut Creek WMA.

7. WAUKEE LIBRARY CORPORATE CAMPUS RENOVATION – The City of Waukeee used the State of Iowa’s Water Quality Initiative (WQI) and SRF Sponsored Project funding to retrofit fourteen bioretention cells, a wet pond, and permeable pavement during the renovation of the public library’s parking lot. This project serves as an example of a powerful “treatment train” approach, which uses a multi-best management practice approach to pollution prevention prior to discharge downstream.

Each of these features were installed to reduce runoff from the site, which holds more water on the landscape and reduces overall peak flow loads on downstream tributaries. In addition, each of these practices are proven to intercept and treat sediment, nutrients, heavy metals, salt, and other pollutants before leaving the parking lot, improving overall water quality within the watershed. This site also intercepts runoff from several upstream properties. In total, 20 acres of developed land is treated prior to entering downstream Sugar Creek.

Additionally, this project includes interpretive signage inside the library and near the water quality practices in the parking lot, which contributes toward the overall plan goal of increasing awareness and engagement with watershed citizens.



Waukeee Library Bioretention Cell. Source: Walnut Creek WMA.

8. WEST DES MOINES BLUE CREEK STABILIZATION – The City of West Des Moines, in collaboration with the Iowa DOT, constructed a new stormwater detention facility within the Blue Creek subwatershed of the Walnut Creek Watershed. This project is located north of I-235 between 22nd Street and Valley West Drive, which makes it highly visible to thousands of motorists along the highway. This project was designed to reduce flood risk in nearby streets and residential neighborhoods, providing 37 acre-feet of critical stormwater storage through four interconnected stormwater basins. This project serves as another example of the benefits of holding more water on the landscape.

These basins are linked by culverts and let-down structures, which were designed to capture and slowly release stormwater following rain events. This allows for sediment and other pollutants to slowly filter out prior to entering Blue Creek, improving the overall quality of the street. In addition, Flexamat was utilized through the project to enhance stabilization while promoting the establishment of native vegetation. The side slopes were seeded with tough, deep rooted Iowa native plants that are capable of further filtering pollutants entering Blue Creek. The original flow path of Blue Creek was maintained and a new cross-section featuring a two-foot depth, ten-foot-wide pilot channel with 3:1 side slopes was constructed to sustainably convey base stormwater flows.



Blue Creek Stabilization in West Des Moines. Source: Author.

CHAPTER 9.

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APPENDIX A.

5-YEAR WORK PLAN : 2026-2031

WALNUT CREEK WATERSHED MANAGEMENT AUTHORITY 5-YEAR WORK PLAN		LEAD ENTITY
GOAL 1	1. HOLD WATER ON THE LANDSCAPE	
Objective 1.A	A. Increase 50 ac-ft of storage annually through the installation of conservation practices	
Action 1.A.1	1. 18.75 ac-ft annually within urban areas (divide per community based upon land use within incorporated portion of watershed; exclude detention from new development)	Member Jurisdictions
Action 1.A.2	2. 31.25 ac-ft annually in upstream portion of watershed (upstream portion shall include Dallas County and Dallas Center)	Polk County
Objective 1.B	B. Install 100 residential/urban BMPs annually within watershed boundaries	
Action 1.B.1	1. Cities promote cost-share programs (action shall count towards Objective 1.A and Action 1.A.1 targets)	Member Jurisdictions
Objective 1.C	C. Develop a program to work with agricultural to urban transition of land in watershed	
Action 1.C.1	1. Target 10 landowners to complete land assessment through Central Iowa Land Stewardship Program	Polk County SWCD
GOAL 2	2. PRESERVE, EXPAND, RECONNECT, AND RESTORE FLOODPLAINS	
Objective 2.A	A. Protect and/or Restore 70 acres annually of the 500-year floodplain (restoration shall include activities such as prairie reconstruction, invasive species removal, and timber stand improvement. Protection may include public acquisition, enrollment into conservation program, or permanent conservation easements)	
Action 2.A.1	1. Communities shall target and prioritize floodplain areas for protection and restoration to achieve annual goal	Member Jurisdictions
Action 2.A.2	2. Develop a floodplain restoration plan following Polk County Conservation's Park Plan Model	Polk County
Objective 2.B	B. Preserve floodplains by adopting the stream buffer ordinance	
Action 2.B.1	1. Adoption of the stream buffer ordinance by all WMA members	WMA
GOAL 3	3. BETTER UNDERSTAND AND IMPROVE SURFACE WATER QUALITY	
Objective 3.A	A. Implement a water monitoring program to better understand E. coli	
Action 3.A.1	1. Implement an annual E. coli snapshot event	Polk County
Action 3.A.2	2. Complete a source tracking study as needed	Polk County
Action 3.A.3	3. Identify and address bacteria sources such as cattle exclusion, sanitary leaks, failing septic systems	Polk County
GOAL 4	4. REGIONAL COLLABORATION AND AWARENESS	
Objective 4.A	A. Develop regional funding mechanism for regionally beneficial conservation projects	
Action 4.A.1	1. Present project opportunities for regional partnerships annually at WMA meeting	Member Jurisdictions
Objective 4.B	B. Increase awareness and knowledge for elected officials	
Action 4.B.1	1. Member jurisdictions meet with their elected officials (e.g., city council) annually to present and discuss watershed issues and priorities	Member Jurisdictions
Objective 4.C	C. Increase awareness and engagement with watershed citizens	
Action 4.C.1	1. Hold an annual Walnut Creek Watershed Festival with location rotating between member communities	Polk County
GOAL 5	5. SUSTAIN IMPLEMENTATION THROUGH TRACKING AND REPORTING	
Objective 5.A	A. Implement a report process to track progress of 5-Year Implementation Plan	
Action 5.A.1	1. Update regularly with project information	Members & Polk County
Action 5.A.2	2. Report progress quarterly at WMA meeting	Member Jurisdictions

APPENDIX B.

COMMUNITY ENGAGEMENT RESULTS

The 5-Year Implementation Plan Update was initially an effort to engage WMA member communities and organizations. As the project developed, it became clear that this method (engagement) was the most effective way to drive the success of the WMA forward. Therefore, several efforts were made to engage community stakeholders, with less initial focus on engaging the broader public. Community stakeholders included staff of member communities and institutions, staff from associated county and state agencies, and attendees of quarterly WMA meetings.

[AUGUST 23, 2024]

GROUP STAKEHOLDER ENGAGEMENT SESSION

McClure, cbec, and the WMA facilitated 3 specific periods of stakeholder engagement. The first took place on August 23, 2024 in the form of an organized group stakeholder discussion. Staff from the following communities, agencies, and institutions were present:

- City of Clive
- City of Des Moines
- City of Grimes
- City of Urbandale
- City of Waukee
- City of Windsor Heights
- City of West Des Moines
- Drake University
- Iowa Department of Natural Resources
- Polk County Public Works
- Polk Soil and Water Conservation District

Each individual present was given the same questionnaire to fill out and discuss with the wider group. The following questions were asked:

- 1a.) What are the three most important water-related items for your community?
- 1b.) What are the biggest challenges you're facing related to these items?
- 2a.) How can the WMA best support the items identified in Item 1?
- 2b.) Beyond the locally identified items, what would be the most impactful in moving the work of the WMA forward?
- 2c.) Where should the WMA focus its efforts: Policies, projects, or something else?
- 3a.) What does long-term success look like for the WMA?
- 3b.) It's 2029. What has the WMA accomplished? How does this translate to the communities?



August 23, 2024: Group Stakeholder Engagement Session.

Individual answers to each of these questions were shared with WMA staff but are not specifically listed in this document. Common overall themes are summarized below:

KEY POINTS

WATER MANAGEMENT PRIORITIES

- Water quality improvement and monitoring
- Flood control and mitigation
- Streambank erosion prevention
- Stormwater management
- Public engagement and education
- Recreation and accessibility of waterways

KEY CHALLENGES

- Funding limitations for projects and infrastructure
- Lack of public awareness and education on water issues
- Coordination between upstream and downstream communities
- Climate change impacts increasing flooding risks
- Balancing development with environmental protection

PROPOSED WMA ROLES AND ACTIONS

- Facilitate regional cooperation and consistent policies
- Provide technical assistance and training to communities
- Conduct watershed-wide monitoring and data collection
- Develop shared databases and resources
- Implement regional-scale water management projects
- Lead public education and engagement efforts
- Assist with grant applications and funding opportunities

LONG-TERM GOALS FOR WMA

- Quantifiable improvements in water quality and flood reduction
- Increased public awareness and stewardship of watershed
- More recreational opportunities along waterways
- Consistent water management policies across communities
- Sustainable regional funding mechanism for projects
- Regular meetings and active collaboration between stakeholders

VISION FOR 2029

- Multiple grant-funded projects completed
- Higher priority given to stormwater management in development
- United messaging and public awareness across communities
- Shared database of water quality data and completed projects
- More public access and recreational use of waterways
- Proactive rather than reactive approach to water management

[SEPTEMBER 12-25TH, 2024]

STAKEHOLDER FOLLOW-UP

Following the Group Stakeholder Engagement Session, the team met with individual stakeholders to perform a deeper dive into their answers from the Group Session and ask additional questions specific to each community. The following communities or agencies participated in a Stakeholder Follow-Up Session:

- City of Clive
- City of Des Moines
- City of Grimes
- City of Urbandale
- City of Waukee
- City of West Des Moines
- City of Windsor Heights
- Dallas County Conservation
- Polk County Conservation
- Polk County Public Works
- Polk Soil and Water Conservation District

Several common themes emerged from the Stakeholder Follow-Up Sessions. **Overall, water quantity and management of flooding emerged as a larger issue when compared to water quality.** Most communities did advocate for improving water quality in their own way. Several communities have experienced flooding in recent years and tend to be more focused on protecting infrastructure, investments, private property, and public safety rather than water quality. With that being said, each community, agency, and organization contributes to and advocates for improving water quality to varying levels.

From a policy standpoint, interest in a centralized funding mechanism that is fair for participating communities and a uniform stream buffer ordinance was discussed. Overall, stream buffer ordinances do have support from member communities but haven't risen to the point of being passed by most of them. The WMA was encouraged to work towards helping to **implement a uniform stream buffer ordinance** with collaboration from the communities.

Consistency between municipalities, whether from a policy, project, or implementation standpoint was commonly promoted. Potential discussions included a need for **universal application of the Unified Sizing Criteria** outlined in the Iowa Stormwater Management Manual for new and retrofitted stormwater management infrastructure projects. Additionally, the desire for each community to have the same **forms for infrastructure inspections** was discussed. An example application included uniform detention basin and pipe outfall checklists to ensure each community is moving towards the same targets.

The Stakeholder Follow-Up Sessions revealed a consistent desire from member institutions for a **centralized data repository** for share successes and data. This could be in the form of an online forum, interactive web-map, a story map, or other successful examples.

Additionally, many stakeholders expressed the desire for the WMA to keep educating the public from both urban and rural settings. For many incorporated urban communities, it is difficult or impossible to engage with rural, private property owners and the communities generally feel that the education component should be the WMA's role from a grassroots perspective. This is seen as a critical step towards improving public collaboration, education, and "buy-in" to the work of the WMA.

Overall, a central identity for the WMA is desired by its member stakeholders. This includes clearly defined roles for the WMA, its staff and board members, and its member communities, agencies, and institutions. Through this process, it was discovered that some communities were confused as to what their specific roles are within the watershed effort.

Significant momentum from stakeholders is geared toward the development of "catalyst" projects, policies, or programs to "make a bang" and significantly advance the work of the WMA over the next 5-years. Stakeholders want to see a few regional practices implemented at a larger scale to provide the greatest possible benefit to the watershed as a whole. With a focus on multi-benefit solutions that provide, for example, a recreational, water quality, and quantity management improvement, the purpose of the 5

Year Implementation Plan is to drive the watershed towards implementing catalyst projects, programs, or policies that are tangible, quantifiable, and unifying.

Ultimately, it is clear that each stakeholder has a desire to see the WMA exceed, although success looks slightly different to each community. Every stakeholder advocates for improving water quality, managing water quantity, protecting the community against flooding, and attempts to align with the overall mission of the WMA. The purpose of the recommendations in future sections of this plan update is to unify each member stakeholder towards the common goals of the watershed.

[OCTOBER 21ST, 2024]

QUARTERLY WATERSHED MANAGEMENT AUTHORITY MEETING

At the October 21st, 2024 quarterly WMA meeting, McClure and cbec attended to provide an update on plan progress to date and share the common themes found from stakeholder engagement.

At the quarterly WMA meeting, stakeholders were further engaged with a Slido™ questionnaire. Slido™ is an engagement platform that is an add-on to PowerPoint that allows users to ask questions of participants. The platform allows for users to scan a QR code on their cell phone and provide answers to questions. This allowed for dynamic results to be shown and for follow-up discussions to be had between the project team, the WMA, and it's stakeholders. The survey was anonymous but some participants chose to reveal their answers during the discussion portion.



October 21, 2024: Walnut Creek WMA Quarterly Meeting Presentation with Stakeholders.

Participants were asked 10 pointed questions. On average, 16 stakeholders participated. Questions asked and responses posted are shared below:



QUESTION 1: It is important to me and my community that the WMA targets a specific project to be implemented within my community limits.

- 0% Strongly Agree
- 40% Somewhat Agree
- 27% Somewhat Disagree
- 33% Strongly Disagree



QUESTION 2: Collaboration between adjacent municipalities/jurisdictions has been effective.

- 0% Strongly Agree
- 67% Somewhat Agree
- 7% Neutral
- 20% Somewhat Disagree
- 7% Strongly Disagree



QUESTION 3: Of the following 5 options, please rank the issues you find most important in the watershed from highest to lowest priority. (Weighted by priority.)

- 4.31 Water Quality/Flooding
- 3.25 Water Quality
- 3.25 Streambank Erosion
- 2.50 Education/Information
- 1.69 Enhancing Recreation



QUESTION 4: What specific public engagement tactic should the WMA prioritize.

- 38% Elected Official/Staff Education
- 38% Increasing Basic Knowledge of Watersheds and WMAs
- 13% Trash and Pollution Cleanup
- 6% Promoting Residential BMPs
- 6% Lunch and Learns



QUESTION 5: My community's constituents are well education and engaged with the watershed.

- 0% Strongly Agree
- 6% Somewhat Agree
- 50% Somewhat Disagree
- 44% Strongly Disagree



QUESTION 6: My jurisdiction/community's role within the Walnut Creek WMA is well defined.

- 63% Agree
- 37% Disagree



QUESTION 7: What should the WMA prioritize over the next 5-years?
(Pick the most important.)

- 44% Flood Storage/Retrofits
- 38% Greenway Acquisition & Restoration
- 19% Education/Outreach
- 0% Water Quality
- 0% Other



QUESTION 8: What practices do you feel are the most worth investing in?
(Pick as many that apply.)

- 13% Retrofitting Urban Areas
- 38% Upstream Regional Detention
- 6% Agricultural BMPs
- 38% Expanding Stormwater Detention with New Development/Retrofitting Existing
- 6% Other



QUESTION 9: Do you or your community have interest in any of the following?
(Select what most applies.)

- 18% Watershed-Wide Stream Buffer Ordinance
- 35% Watershed-Wide Greenway Plan
- 47% Both
- 0% Neither



QUESTION 10: The WMA should work to develop an agricultural lands outreach strategy or stakeholder process.

- 19% Strongly Agree
- 63% Somewhat Agree
- 19% Somewhat Disagree
- 0% Strongly Disagree

Raw output from Slido™ is included in Appendix A.

[SEPTEMBER 19, 2024]

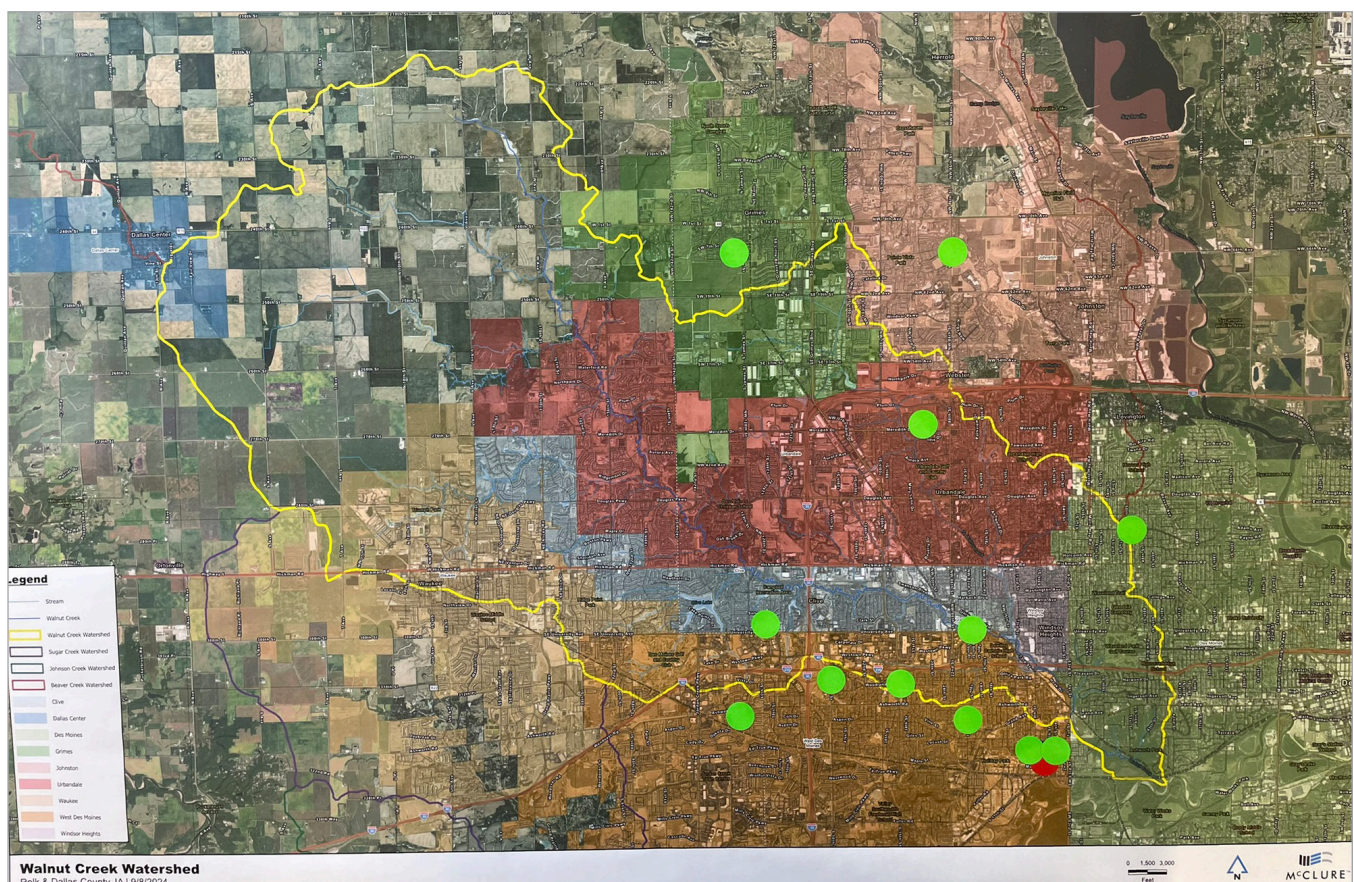
2024 WALNUT CREEK WATERSHED FESTIVAL

On September 19, 2024, McClure and WMA staff participated in the Walnut Creek Watershed Festival. The festival was located at the same time as the Valley Junction Farmer's Market in West Des Moines, which provided an opportunity for the public to participate in the planning process.

The public engagement format was a booth with McClure staff engaging with the public at the outdoor event. First, participants were asked if they knew what a watershed was. While an exact tally was not counted, most participants answered “No” when asked this question. This points to a need for the WMA members to continue educating the public about “watersheds 101” and what the role of a WMA is.



Participants were asked to place a sticker on a map approximating where they lived within or adjacent to the Walnut Creek watershed. The spatial distribution of participants is shown below. Due to the proximity of the event to Valley Junction and residential areas of West Des Moines within walking distance, most respondents were from the area and located just outside of the Walnut Creek watershed.

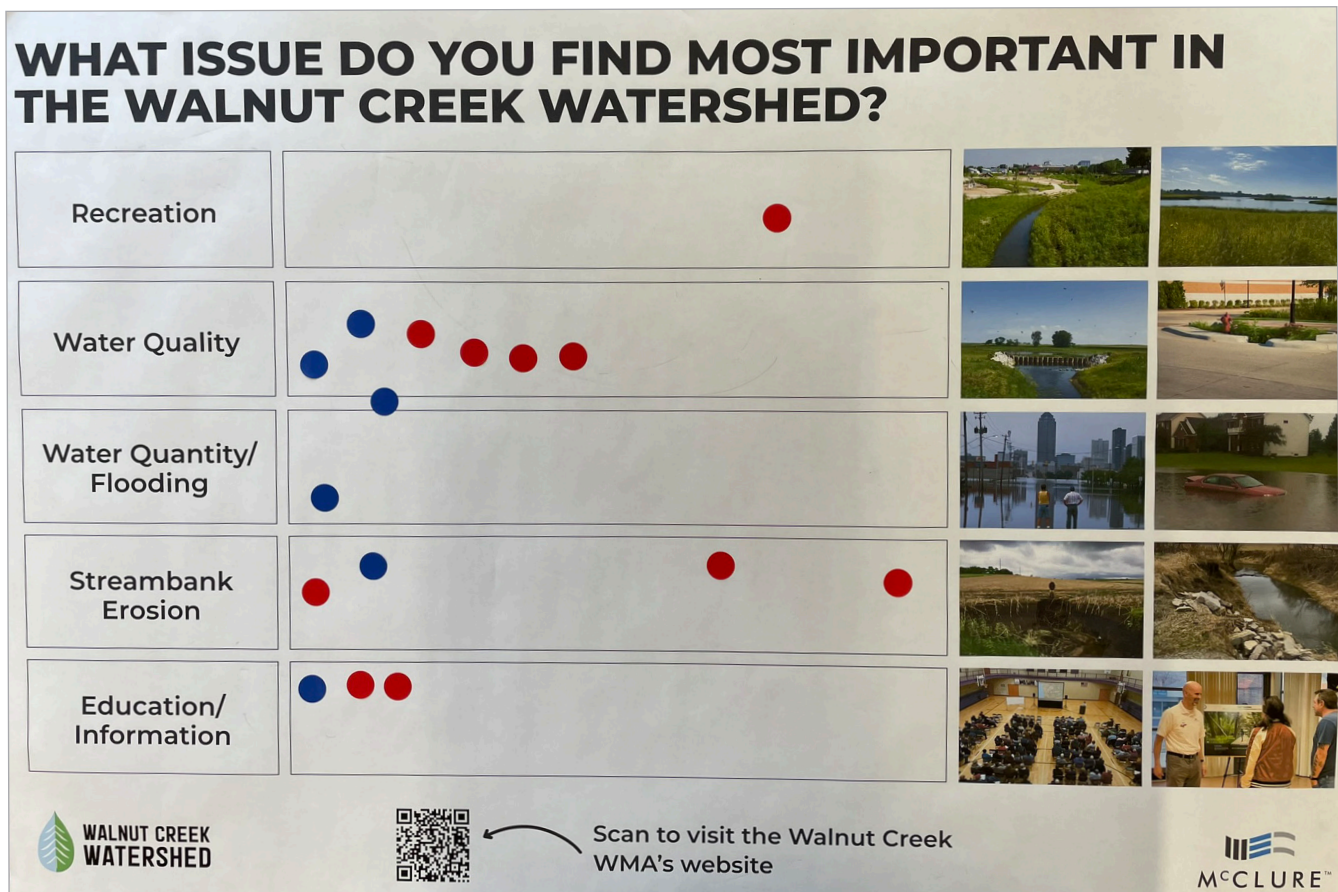


Spatial Distribution of Walnut Creek Watershed Festival Public Engagement Participants.

Participants were then asked “What issue do you find most important in the Walnut Creek watershed?”. Participants placed a sticker on each of the following issues that they felt were most important:

- Recreation
- Water Quality
- Water Quantity/Flooding
- Streambank Erosion
- Education/Information

As can be seen in the figure below, the majority of public participants believe water quality is the most important issue to them, followed by streambank erosion. Interestingly, this prioritization differs from the highest priority of the WMA stakeholders.



Prioritization of Public Issues in the Walnut Creek Watershed.



polkcountyiowa.gov/public-works/water-resources/walnut-creek-watershed-management-authority/

mcclurevision.com | cbecoeng.com



Memo

TO: Mayor and Council members

FROM: Matt McQuillen, City Manager

DATE: October 9, 2025

RE: Resolution Approving the Clive 2025-2030 Strategic Plan

SYNOPSIS:

In August and September the City Council and Staff Executive Team held a number of workshops with strategic planning facilitator Lyle Sumek to update the City's strategic plan. The culmination of that work is included in the attached documents. The documents include the strategic plan summary document and the 2025-2026 Action Agenda. The documents reflect the decisions and direction provided during the workshops.

Staff would recommend approval of the resolution for this strategic plan update. The documents will serve as direction for the City staff for the next year on the top and high priorities of the Mayor and City Council. Staff will also be providing regular updates throughout the year on the progress of our activities towards these priorities.

Attachments:

1. Clive Action Agenda 2025-2026
2. Clive Strategic Plan 2025-2030-2040
3. Res Approving Clive 2025-2030 Plan 10-9-25

ACTION AGENDA

2025 – 2026

Mayor and
City Council



Clive, Iowa
August 2025

Lyle Sumek Associates, Inc.



City of Clive Goals 2030

**FINANCIALLY SOUND CITY PROVIDING SERVICES
VALUED BY THE COMMUNITY**

RESILIENT CITY FACILITIES AND INFRASTRUCTURE

REVITALIZED 86TH STREET NEIGHBORHOODS

**GREAT PLACE TO LIVE:
THE PREMIER LOCATION FOR FAMILIES**

DISTINCTIVE CLIVE GREENBELT

Definitions of Terms

POLICY –

is an issue that needs direction or a policy decision by the Council; or needs a major funding decision by the Council; or an issue that needs Council leadership by the governing body in the community; or with other governmental bodies (City government, other City governments, state government, federal government) – questions of “WHAT: IS THE DIRECTION; IS THE GOAL; IS THE BUDGET OR RESOURCES; IS THE CITY'S POLICY OF REGULATION?”

MANAGEMENT –

a management action which the Council has set the overall direction and provided initial funding (e.g., phased project), may require further Council action on funding; or a major management project particularly multiple years (e.g., upgrade to the information system) – questions of “HOW: DO WE ADDRESS THE ISSUE, MANAGE THE CITY; IMPLEMENT A DECISION OR PROGRAM; CAN WE IMPROVE THE MANAGEMENT OR ORGANIZATIONAL PROCESS?”

MANAGEMENT IN PROGRESS –

a management or organization action which Council has set the direction, needs staff work before going to Council for direction next year or beyond, no choice mandated by an outside governmental agency or institution, management process improvement budgeted or funded by the Council.

MAJOR PROJECT –

a capital project funded in the CIP or by Council action which needs design or to be constructed (e.g., Road project, City facility project, park project, etc.).

ON THE HORIZON –

an issue or project that will not be addressed during the year by management or the Council but should be addressed in the next five years; it could become an action item for this year if another party moves the issue or project forward – it depends on them.

Policy Agenda 2025 – 2026

Targets for Action

City of Clive

TOP PRIORITY

**Financial “Dip” Plan:
Report with Options and Recommendations, Direction, Funding and City Actions**

**Fire-EMS Collaboration with Multi-Communities Study:
Completion, Reporting and Direction (including Concept of Fire District)**

Clive’s Regional Role: Discussion and Framework for the Future

- **CIWW**
- **DART**
- **Homelessness Blueprint**
- **Polk County Emergency Management**

**Organization Effectiveness, Health and Capacity:
Recommendations, Direction and Funding**

**Alice’s Road Corridor Plan:
Road Design, Stormwater Strategy, ROW Acquisition,
Trail and Collaboration with the City of Waukee and Funding**

**86th/Alice Corner Redevelopment Direction:
Vision/Outcomes, City Role and Tools, Acquisition,
Community Engagement and Link to Linnan Park Project**

**Harbach Center:
Vision Concept and Operations, Partnership with West Des Moines School District
and Update Report on Experiences and Building Conditions**

HIGH PRIORITY

**Housing Preservation Strategy/Policies/Programs:
Aging Housing Data Collection, Goals/Desired Outcomes, Best Practices, Options,
Direction, and Funding (including Single-Family Homes)**

**Major Streets/Crosswalks/More Walkable:
Goals, Best Practices, Report with Options, Direction and Funding**

**Fire Station 22 with City of West Des Moines:
Report, Direction and Funding**

**Water Resources Master Plan Implementation:
Annual State of Clive Water Report, Grant Program, MS4 Compliance Strategy
(City infrastructure and inspection focus),
mapping places for future regional stormwater practices,
and Water Conservation Strategy**

**Street Service Level and Projects Strategy:
Update PCI Data, Update Study, Report Presentation and Recommendations,
Direction and Funding**

**Speeding and Safety on Trails:
Problems, Report with Options, Revise Ordinance Link to MAC
(Including Electric Bikes)**

**Encroachments Policy/Strategy/City Actions:
Problem Analysis, Report with Options, Degree of Aggressiveness,
Community Engagement, and Direction**

Management Agenda 2025 – 2026

Targets for Action

City of Clive

TOP PRIORITY

**Hickman Road/I-35 Interchange Project (IDOT Project):
Community Impacts, Communications, Monitoring and City Actions**

**Linnan Park:
Construction Complete, Neighborhood Engagement, Programming and Ribbon Cutting**

**AI Strategy/Capacity Building:
Direction and Funding**

University Flood Mitigation Plan: Implementation

- **Buyout Program: Next Steps**
- **Project Scope**

**Economic Development through the Greater Dallas County Development Alliance:
Membership Execution and Reports**

**Greenbelt Landing Project:
Construction, Dedication, Programming and Clive Festival 2026**

HIGH PRIORITY

City Hall Remodel Project – Phase 2: Completion

**Rental Housing Registration and Inspection Program:
Program Goals, Options, Direction and Funding**

**Non-Union Compensation:
Evaluation, Report and Direction, and Funding Implementation**

**University Boulevard Pump Station Relocation Project:
Grant Application, Design and Funding**

Clive-WDM Schools Collaboration – Indian Hills Greenspace Redevelopment/Master Plan

Management and Employee Succession Planning Program: Update Report

Clive

Action Outlines 2025 – 2026

GOAL 1	FINANCIALLY SOUND CITY PROVIDING SERVICES VALUED BY THE COMMUNITY
---------------	--

ACTION: Financial “Dip” Plan: Report with Options and Recommendations, Direction, Funding and City Actions

PRIORITY

<i>Policy Top</i>

Key Issues

- Success in the next year will be understanding the City’s base case long-term financial position and identifying comparison communities
- In some ways, Clive is facing a unique set of questions that other Iowa cities have yet to confront
- There are multiple factors that could cause a “dip,” and the “dip” externalities could take multiple forms
- State government continues to change financial realities for cities, and we expect the 2026 Legislative Session to result in property tax reform
- New construction growth is going to end in the next 2-4 years. What does that mean for Clive’s revenue (and expenses) in the next 5, 10 years?
- How much “value per acre” do we need to achieve, and is this the right way to think about neighborhoods?
- Understanding the key cost and revenue drivers for each aspect of City operations
- Three aspects of this work, financial base case, comparison city identification and scenario modeling for future conditions

Activities/Milestones

1. Refine and complete base financial model for City (Service 1) with PFM and internal staff team
2. Initiate comparison city analysis research (Service 2) with PFM
3. **PRESENTATION: 10-Year Based Financial Model (Service 1) with short-term scenarios/initiatives discussion and feedback**
4. Complete draft report identifying Clive comparison communities
5. **PRESENTATION: Comparison Communities Final Report (Service 2) with direction steps and potential next steps, direction on community visits**
6. **DECISION: Direction on initiating long-term initiatives and economic development scenarios project (Service 3) [Depending on results from 2026 State Legislative Session]**

Time

10/25

10/25

12/25

1/26

3/26

8/26

Responsibility: City Manager’s Office

ACTION: Fire-EMS Collaboration with Multi-Communities
Study: Completion, Reporting and Direction (Including
Concept of Fire District)

PRIORITY

Policy Top

<u>Key Issues</u>	<u>Activities/Milestones</u>	<u>Time</u>
• Success in the next year would be vetting options for maximizing service delivery efficiency for Fire/EMS through continued momentum of multi-jurisdictional collaboration • Challenges with varying service levels between multiple communities • Possible expansion of the closest unit response initiative • Maintaining good communications between staff and elected officials during the study process • Ensuring the community is made aware and engaged during the study phase • Be transparent and upfront with staff on the potential associated with this study • The results of the study could require state legislative advocacy for solutions • Clive will serve as contracting entity and fiscal agent for the study with funding support from the other communities based on population	1. Finalize study contact, scope and cost sharing arrangement between cities 2. Chief and City Manager meet with Fire/EMS Staff regarding study 3. PRESENTATION/DECISION: Proposed study contract approval, including city cost sharing agreement 4. Initiate study work, starting with data collection phase 5. Make public announcement of joint study and sharing of community engagement plan 6. Submit draft study recommendations to cities by consultant 7. Complete study and coordinate meeting of cities for rollout 8. PRESENTATION: Study results and recommendations discussion and feedback on next steps	10/25 11/25 12/25 1/26 1/26 7/26 8/26 8/26

Responsibility: Fire

ACTION: Clive's Regional Role: Discussion and Framework for the Future**PRIORITY***Policy Top*

- a. Central Iowa Water Works (CIWW)
- b. Des Moines Area Regional Transit (DART)
- c. Homelessness Blueprint
- d. Polk County Emergency Management (PCEMA)

<u>Key Issues</u>	<u>Activities/Milestones</u>	<u>Time</u>
• Success in the next year is understanding Clive's position on various regional issues and whether Clive wants to be an active leader in the discussions or just participate, provide funds • Success of the region/Clive • A few key results will be resolution of Reimagine DART, continuing to promote Clive's voice on drinking water issues with CIWW, deciding on Clive's role in the regional homelessness challenge and long-term funding resolution • Historically Clive has served as a facilitator and leader in these regional conversations, does that stay the same or should we position ourselves differently? • Metro cities need to develop coalitions around change • Homelessness challenges present an interesting question on what cities' role versus the County, State and Federal Governments are • Due to reductions in funding at higher levels, more asks of cities (CISS, YSS, others)	A. CIWW 1. Staff participation in Water Best Practices Committee 2. Governance and communication after action report following irrigation ban 3. CIWW Submittal of Google Grant for best practices pilot with select members 4. REPORT: Potential changes in anticipation of future water shortage events, including common CIWW entity enforcement B. DART 1. DART-Clive Rep Meeting regarding Reimagine DART Proposal – Funding 2. DECISION: Direction to DART Commissioner 3. DART Commission adopting new bus network and potential funding formula 4. Implement new DART bus routes take effect <i>(continued next page)</i>	On-Going 11/25 12/25 4/26 10/25 11/25 12/25 6/26

Responsibility: City Manager's Office

ACTION: Clive's Regional Role: Discussion and Framework for the Future *(continued)***PRIORITY***Policy Top*

- a. Central Iowa Water Works (CIWW)
- b. Des Moines Area Regional Transit (DART)
- c. Homelessness Blueprint
- d. Polk County Emergency Management (PCEMA)

Key Issues

- Is a separate levy the right solution to fund PCEMA?
- Consistent enforcement among cities and water utilities
- Role of suburban communities in homelessness solutions

Activities/MilestonesTime**C. Homelessness Blueprint**

1. **DISCUSSION: Review of Homeless Blueprint and review of current asks of providers (CISS, YSS)**
2. **DIRECTION: Clive support for asks**
3. Pending direction, staff incorporates funding requests into operating budget

11/25

12/25

1/26

D. PCEMA

1. Council/Staff Review of PCEMA tax levy proposal
2. Submit Clive feedback to PCEMA staff
3. **DECISION: PCEMA Representative direction on levy vote**
4. PCEMA Commission Meeting on Levy

9/25

10/25

11/25

11/25

Responsibility: City Manager's Office

ACTION: Organization Effectiveness, Health and Capacity:
Recommendations, Direction and Funding

PRIORITY

Policy Top

Key Issues

- Is this action item it for real?
Or gets pushed back when a new task item pops up?
- More intensive focus rather than surface level approach
- Identify the right people for training, with the right amount of time/space
- Must be committed to it otherwise it won't be sustained or lose momentum
- Start off with evaluating what the true pain points are
- Take measured steps, not some big, flashy initiative
- More intentional after-action reviews following projects
- Middle management training, upskilling and building cohort to help reduce silos
- 5% of staff time dedicated to training/growing
- Funding support for capacity building, does not come free
- Strategic planning process more purposeful throughout the year
- Is Traction/EOS a fit for us?
- Unexpected items always come up, allow for reserve capacity to be there for it

Activities/Milestones

Time

A. Organization Health Evaluation (CM)

- | | |
|--|-------|
| 1. Facilitated Executive Team Discussion on org pain points, what are the priority areas? | 11/25 |
| 2. Identify 2-3 top pain points, develop plans to address what, when, who | 12/25 |
| 3. Organize Executive/Middle Management Teams to address top points and develop strategies | 2/26 |

B. Middle Management Cohort (HR)

- | | |
|--|-------|
| 1. HR Team research training examples of upskilling/capacity building for Middle Management | 11/25 |
| 2. Executive/Middle Management Teams to address top points a Team to Identify Goals and Specific Staff for Middle Management Training Cohort | 12/25 |
| 3. Develop and finalize Middle Management training strategy and contact cohort members | 4/26 |
| 4. Initiate first Middle Management training cohort program | 5/26 |

C. Strategic Planning (CM)

- | | |
|---|------|
| 1. DISCUSSION: Role of strategic planning now and going forward, more intensive quarterly updates? | 2/26 |
| 2. Staff research on Traction/EOS, right fit? | 4/26 |
| 3. PRESENTATION: Traction/EOS potential implementation, how/what? | 5/26 |

Responsibility: City Manager's Office

ACTION: Fire Station 22 with City of West Des Moines: Report, Direction and Funding

PRIORITY

Policy High

Key Issues

- Success in the next year on would be a thorough analysis and decision on the value and role of Fire/EMS Response from Station 22 within the Clive Fire/EMS response plan
- This independent review of Station 22 will also be impacted by the broader multi-jurisdictional study
- Westcom Fire/EMS agencies in parallel are reviewing a Connected Community Response Initiative (CCRI) that could greatly modify the analysis
- Station 22 current provides an engine-only response to Clive neighborhoods
- Clive has a contract for service with WDM for the response from Station 22 based on a 5-year rolling average of response to Clive
- Clive's recent collaboration with Urbandale on Station 43 has lessened the demand for Station 22 responses in Clive
- As a decision path is developed, communicating and informing the community will be critical
- Priority 1 and 2 calls are time-sensitive emergent responses by Fire/EMS

Activities/Milestones

1. Complete the defining what are Priority 1 call types within the Connected Community Response Initiative (CCRI)
2. Present Westcom Management Committee
3. Prepare recommendations to Westcom Fire Chiefs
4. Implement Priority 1 CCRI program
5. **BUDGET WORKSHOP: Presentation results of CCRI implementation and Station 22 analysis for potential decision and direction on next steps**
6. Review Priority 1 response statistics and adjust as needed
7. Analyze priority 2 call types for adoption into the CCRI response
8. **DECISION: Budget FY 26-27 Adoption including Fire Station 22 Direction**
9. Implement Priority 2 CCRI Program
10. Review Priority 2 response statistics and adjust as needed

Time

10/25
12/25
12/25
1/26
2/26
3/26
4/26
4/26
5/26
7/26

Responsibility: Fire

ACTION: New Utility Billing Rate Structure and Process
Improvements: Title 8 Ordinance Adjustments and
Regular Water Rate Restructuring

PRIORITY

<i>Policy</i>

<u>Key Issues</u>	<u>Activities/Milestones</u>	<u>Time</u>
• Success for the next year is a regular water structure corresponding with how the City is charged for its wholesale water rates • Consideration of dual rate changes for water; one percentage increase for regular water rate and one for tiered irrigation use • Adjustments of the utility rates while reviewing each cashflow is a best practice and ensures capital projects and the operations of the department can be funded • Consistency for billing with like customers saves time, and confusion, and provides good customer service • Having clear ordinances for the distribution of services will make enforcement efforts easier and consistent • Question whether we want to incentive stormwater practices by property owners through the tier structure • Method for data analysis and efficient update • Having consistent enforcement language regionally for situations such as irrigation bans <i>(continued next page)</i>	1. Research and develop proposals for utility ordinance adjustments (Fixed and Variable Rate for Water and enforcement capabilities) 2. Prepare draft ordinance amendments for utilities, with specific recommendation on updated fixed and variable rate and enforcement language per CIWW 3. Work with PFM to model proposed fixed and variable rates in cash flows 4. Develop public education materials and campaign 5. BUDGET WORKSHOP: Proposed Ordinance Changes and Updated Cash Flows Presentation and Discussion 6. DECISION: Ordinance Amendments and Utility Rates 7. Implement New Rates 8. Implement public education campaign for rate changes and any major policy/procedure updates that impact utility customers	12/25 1/26 1/26 2/26 2/26 5/26 6/26 7/26

Responsibility: Administrative Services

ACTION: New Utility Billing Rate Structure and Process
Improvements: Title 8 Ordinance Adjustments and
Regular Water Rate Restructuring (*continued*)

PRIORITY

<i>Policy</i>

Key Issues

Activities/Milestones

Time

- Consideration of policy updates to the City's utility policies and procedures for clarity, expectations and roles

Responsibility: Administrative Services

ACTION: Comprehensive Financial Policy and Strategy: Report,
Direction and Tax Rate

PRIORITY

Policy

Key Issues

Activities/Milestones

Time

- | | | |
|---|--|---|
| <ul style="list-style-type: none"> • Success in the next year is an approved budget maintaining the existing levy rate of \$9.92 • Impacts on revenues from Property Tax Legislation • Loss of local control of the General Fund Levy Rate • Ability to shift expenses between operating funds • Unknowns of what comes next from the State Legislation, more to come? • Consideration of shifting taxing authority from the general fund to trust and agency, road use fund and insurance levy • Need to consider additional updates to City's previous financial strategy • Significant changes to City's previous financial strategy • What happens in five years as new construction growth has slowed down? • Utilizing TIF increment capture to regulate taxable valuation growth • Long-Range Financial Planning: Assumptions and Options ("Dip" Study); forecasting uncertainty • Impact of interest payments over time as the rate reduces <p><i>(continued next page)</i></p> | <ol style="list-style-type: none"> 1. Kickoff FY 26-27 Budget Development Process 2. Submit Departmental Budget 3. Develop City Manager's Proposed Budget and related strategies 4. BUDGET WORKSHOP: Long-Term Financial Strategy, Impacts of State Legislation Restrictions and Budget Proposals (Road Use Tax, Utilities, General and Trust & Agency) 5. State Required Mailing by County showing City's Budget Request 6. State Mandated Budget Public Meeting 7. DECISION: Budget Public Hearing and Budget FY 26-27 Approval 8. FY 26-27 Begins | <p>10/25</p> <p>11/25</p> <p>1/26</p> <p>2/26</p> <p>3/26</p> <p>4/26</p> <p>4/26</p> <p>7/26</p> |
|---|--|---|

Responsibility: Administrative Services

ACTION: Comprehensive Financial Policy and Strategy: Report,
Direction and Tax Rate *(continued)*

PRIORITY

<i>Policy</i>

Key Issues

Activities/Milestones

Time

- Re-evaluating and implement an updated salary reallocation model
- Prepare staff for challenging operational budgets to come

Responsibility: Administrative Services

ACTION: AI Strategy/Capacity Building: Direction and Funding**PRIORITY***Mgmt Top*Key Issues

- Is this action item it for real? Or gets pushed back when a new task item pops up?
- Adoption of a suite of AI powered productive tools and corresponding policies
- Creation of an AI team?
- AI cost vs. fast advancement

Activities/Milestones

1. Complete Intensive AI Training 11/25
2. Survey staff on their current AI use/operations 11/25
3. Identify/Create Clive AI Staff Team 12/25
4. Complete Clive AI use guidelines 1/26
5. Deploy Grammarly enterprise license to targeted staff; building “Clive Voice” 2/26\
6. Complete Research and consider enterprise license for Chat GPT or other tool, possibly a Clive-specific LLM 3/26
7. Research ESRI-AI road map and operations 4/26
8. Research AI project management tools, including within tools we already have 4/26
9. Research Aviglion 4/26
10. **DECISION: Budget FY 26-27 Adoption** 4/26
11. Research generative AI video/design tool 8/26

Time

Responsibility: City Manager’s Office

ACTION: Non-Union Compensation: Evaluation, Report and Direction, and Funding Implementation

PRIORITY

Mgmt High

Key Issues

- Success in the next year is understanding if recent non-union compensation and benefits changes are keeping pace with the market
- How are we doing on retaining our key staff positions?
- Maintaining non-union compensation and benefits competitiveness
- Engage employees during the process
- Need to plan for next year's Budget
- Engage Employee Committee throughout the Process
- Realigning Compensation as needed depending on the analysis, if funding allows
- Identifying and ensuring there are no compression concerns
- Reaffirming the City's compensation and benefits philosophy "How We Invest in Our People" statement
- Focused efforts on the Operations Specialist positions in PW and Parks
- Review of pilot Major Life Event Leave and consideration of permanent implementation

Activities/Milestones

1. Complete Group Meetings with Employees
2. Complete market analysis of comp and benefits
3. Implement and compile employee survey results and finalize study
4. Review draft findings and recommendations – Identify gaps and proposed solutions (including Major Life Event Leave continuation)
5. **REPORT: Direction and Implementation – Council Personnel Committee (including MLEL)**
6. Present and Report Study Results – Internal Employee Committee
7. **PRESENTATION/DECISION: Study Finding and Continuation of MLEL**
8. **BUDGET WORKSHOP: Discussion and Direction**
9. **DECISION: BUDGET FY 26-27 Adoption**
10. Depending on direction, draft any policy changes to non-union compensation and benefits
11. **DECISION: Updated Employee Handbook reflecting direction/changes**

Time

9/25

10/25

10/25

11/25

11/25

12/25

1/26

2/26

4/26

5/26

6/26

Responsibility: Administrative Services

ACTION: Management and Employee Succession Planning Program: Update Report

PRIORITY

Mgmt High

Key Issues

- Success in the next year is preparing the organization for anticipated employee transitions/changes due to retirements
- The process of planning for succession plays a vital role in sustaining business operations and promoting effective leadership performance
- Succession plans reduce talent gaps and improved employee retention
- Create development plans to position internal employees with growth opportunities
- Showing the process and celebrating the promotions shows Clive is an employer of choice
- Sharing potential succession plans builds trust and employee engagement for growth
- Knowing when employees plan to retire helps prepare successors, which can lead to stability when leaders retire

Activities/Milestones

1. Directors to have development discussions and educate employees of the succession planning process during the mid-year check ins
2. Update the succession planning report
3. **REPORT: City Manager to update the 2026 Strategic Planning Issue Memo 1 – Staffing Issues-Retirement Projection**

Time

12/25

4/26

7/26

Responsibility: Administrative Services

ACTION: Recreation Revenue Recovery Policy: Direction**PRIORITY***Mgmt*Key Issues

- Success will be an adopted policy with clear guidance for revenue recovery with Leisure Services programming and events
- How much of the costs to provide programs and events should be recovered by sponsorships, program fees or retail sales
- Defining this will allow Recreation staff to provide better events and programming for the community
- Equitable delivery of programming and events across the community
- Desire to recover as much cost-of-service delivery where it makes sense
- Determining who we are providing services to and what they should be expected to pay for the cost of that service
- Expectations for revenues
- Subsidy or break even
- What is the opportunity with this policy?

Activities/Milestones

1. Research best practices and develop report
2. Develop proposed guidelines based off best practices and community needs
3. Present proposed guidelines to Parks, Recreation and Public Art Board for feedback and direction on proposed policy
4. **BUDGET WORKSHOP: Proposed Policy/Guidelines Feedback and Direction on Proposed Recreation Revenue Recovery Policy**
5. Revise policy
6. Parks, Recreation and Public Art Board: Guideline: Approval
7. **DECISION: Recreation Revenue Guidelines Approval**

Time

12/25

1/26

2/26

2/26

4/26

5/26

6/26

Responsibility: Leisure Services

ACTION: Snow Removal Policy and Related Ordinances: Best Practices, Review and Direction

PRIORITY

Mgmt

<u>Key Issues</u>	<u>Activities/Milestones</u>	<u>Time</u>
- Resolution of issues created for PW staff due to cars parked on the streets during snow plow operations - Understanding of magnitude of issues related to cars parked on street during snow operations - Improved ability to implement snow ordinance and removal of parked cars from streets during snow operations - Understanding what surrounding communities are doing and their level of effectiveness in snow ordinance regulations versus Clive's approach - State Legislative approach to securing emergency driver status for snowplow drivers	- Complete Research approaches by other cities - Collect parked cars data during snow operations - Have internal discussion with Police/Fire/Parks Comms - Prepare report on current snow policy and alternatives PRESENTATION: Snow Operations Report, Direction - Prepare Update/Draft Ordinance changes (if any) DECISION: Ordinance (if any)	12/25 3/26 3/26 4/26 5/26 7/26 9/26

Responsibility: Public Works

ACTION: City Legal Services Evaluation – Firm, Team and Leadership**PRIORITY***Mgmt*Key Issues

- Success in the next year is solidifying Clive’s legal team and either reaffirming Clive’s existing relationship or another path forward
- Clive has maintained a relationship with our existing legal firm for over 60 years
- Institutional knowledge and history in the relationship
- Long-term relationship with existing lead City Attorney and Employment Law Attorney
- Demands of lead attorney practice evolving, with more travel serving other clients
- Is it time to start planning for a smooth transition to a new lead attorney?
- If a transition is being considered, is it also time to consider the City’s legal team needs going forward?
- Opportunity to incorporate new assistant city attorney with direct city experience

Activities/Milestones

1. Initiate new Assistant City Attorney and City staff relationship building
2. **DISCUSSION/DIRECTION: Direction on whether to maintain ongoing relationship with existing firm**
3. Evaluate next steps for transition timeline (depending on direction)

Time

9/25

9/25

TBD

Responsibility: City Manager’s Office

ACTION: Leisure Services Sign-Up System: Direction, Funding and Implementation

PRIORITY
<i>Mgmt</i>

<u>Key Issues</u>	<u>Activities/Milestones</u>	<u>Time</u>
• Success will be a final determination whether we keep the existing software or transition to a new product • More streamlined customer service experience • West Des Moines transitioning to digital pool passes on phone • Most systems are similar • Financial system transition • Time to transition to a new system	1. Review success of digital pool pass with West Des Moines Parks and Recreation 2. If digital pool pass is determined to be a success, move forward with planning for transition to a new software, if not no additional work is planned 3. Develop agreement for new software and present during Budget Workshop 4. DECISION: Contact Approval with New Software Provider 5. Begin transition process 6. Rollout of new software	10/25 11/25 2/26 3/26 7/26 3/27

Responsibility: Leisure Services

► Management in Progress 2025 – 2026			TIME
1	1. Citywide Process Improvements: Departmental Reports	CM	Ongoing
1	2. Public Works Certification – Traffic Technician	PW	10/25
1	3. Computer Replacements: Completion	TS	11/25
	a. Public Works		
	b. Administrative Services		
1	4. Lucity System/Asset Management Implementation: Parks	TS	9/26
1	5. Staff CDL Training Program: Development and Implementation	PW	9/25
1	6. Recruitment and New Employee Orientation Process Improvements: Completion	AS	10/25
1	7. City-State Legislative Agenda 2026: Approval (DECISION)	ACM	11/25
1	8. Onboarding Seasonal Employees Process Improvements: Completion (with Leisure Services)	AS	12/25
1	9. Enterprise GIS System: Upgrade	TS	11/25
1	10. Technology/Information Annual Security Penetration Testing: Annual Update Report on New Initiatives and Mitigation Actions	TS	12/25
1	11. Financial Audit FY 24-25 Completion	AS	12/25
1	12. Annual Capital Improvement Plan 2026: Update	AS	12/25
1	13. Disaster Recovery/Business Continuity of Operations Framework: Document	TS	2/26
1	14. Back-Up Data Center: Testing	TS	10/25
1	15. Special Census: Completion	AS	12/25
1	16. Bill Payment Vendor Transition: Implementation	AS	7/26
1	17. Community Engagement: Annual Report and Plan	ACM	1/26
1	18. City Led Community Volunteer Program: Update Report	LS	1/26
1	19. Technology Subject Matter Experts Development	TS	1/26
1	20. 2025B/2026A Bond Sales: Completion (Including Bond Rating)	AS	4/26
1	21. Moving the Library Circulation System from an In-House Server to Innovative Cloud Hosting: (DECISION: Budget FY 26-27 Funding)	LS	2/26
1	22. Budget FY 26/27: Development	AS	4/26
1	23. Cross Training between Administrative Services and Community Development for City Hall Reception: Completion	AS/CD	4/26
1	24. City-Federal Legislative Agenda 2026 Approval (DECISION)	ACM	4/26

► Management in Progress 2025 – 2026			TIME
1	25. Safety Training Program: Development (with Incident Review Expansion)	AS	9/25
1	26. Clive's Various e-Newsletters Standardization and Electronic Version of the Monthly Utility Newsletter: Direction and Implementation	ACM	5/26
1	27. Breach Reporting Plan and Incident Response Team: Update	TS	3/26
1	28. Employee Handbook: Annual Update and Decision: Major Life Event Leave	AS	6/26
1	29. City Council Elections – Candidate Support/Information, Update City Councilmember Orientation Guide	AS	9/25
1	30. Community Survey: Complete, Report and Learning Points	ACM	7/26
1	31. K-9 Replacement and Potential Fundraising Campaign	PD	6/25
1	32. City Website Refresh – Communications Lead, Coordination with Departments	ACM	3/27
1	33. Police CIT Team Funding – Grant Research and Application	PD	1/26
1	34. Increased Use of M365/SharePoint/Teams	TS	1/26
1	35. Ongoing Greenie and Alert Iowa Adoption	ACM	7/26
1	36. Records Management (ahead of move and City Hall Renovation Project)	AS/CD	9/25
1	37. New Supervisor Orientation Program: Development	AS	12/25
1	38. State Agenda Advocacy and Lobbying: Property Tax and TIF Reform	CM	5/26
1	39. Parks Lucity – Facility Maintenance Launch	TS	7/26
1	40. Fire Department SOP & SOG merger/revamp	FD	10/26
1	41. English Language Learner Classes	LS	Ongoing
1	42. Senior Living Facility Outreach	LS	Ongoing
1	43. Westcom Funding Support Strategy – County Participation	CM	12/25
1	44. Body Camera Refresh	PD	7/26
1	45. iMap Server: Decommission	TS	1/26
1	46. City Wi-Fi Access Improvements	TS	11/25
1	47. Door Access Security for the Public Works Facility, Water Towers, and the Special Events Facility	TS	4/26

GOAL 2	RESILIENT CITY FACILITIES AND INFRASTRUCTURE
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ACTION: Alice’s Road Corridor Plan: Road Design, Stormwater Strategy, ROW Acquisition, Trail and Collaboration with the City of Waukee and Funding

PRIORITY

Policy Top

<u>Key Issues</u>	<u>Activities/Milestones</u>	<u>Time</u>
- Overall project success is reconstruction of Alice's Road corridor including street, stormwater management and trails - Completion of Phase 1A - Finalize Plans and let Phase 1B - Finalize corridor stormwater management plan - Finalize Underberg property acquisitions/easements and updated of development agreement - Approval of Phase 4 Design PSA - Development of 60% plans for Phase 4 - Maintaining access to existing property owners were possible - Recognizing the significant traffic impacts to Waukee along Westgate corridor - Federal funding for Phase 4 requires additional processes and higher acquisition costs - Property Acquisition Framework/Policy	A. Stormwater Management Plan - Storm sewer/Stormwater conceptual design – Phase 1-4 PRESENTATION: Final Corridor Conceptual Design Discussion and Feedback B. Phase 1A - Construction Completion C. Phase 1B - Identify Property Acquisition/easement needs - Complete Preliminary Plans - Public Communications DECISION: Acquisitions/Easements - Complete Final Plans - Phase 1B Project Letting DECISION: Phase 1B Contract Award - Construction Completion D. Phase 4 DECISION: PSA/Contract Amendment - Identify Phase 4 Project Funding - Identify Property Acquisition/easement needs - Prepare Preliminary Plans PRESENTATION: Phase 4 Preliminary Plans Discussion and Feedback - Public Communications (combined with LWC) DECISION: Acquisitions/Easements - Complete Final Plans	1/26 1/26 6/26 9/25 9/25 1/26 1/26 11/25 1/26 2/26 11/26 10/25 12/25 1/26 5/26 5/26 7/26 7/26 11/26

Responsibility: Public Works

ACTION: Major Streets/Crosswalks/More Walkable: Goals, Best Practices, Report with Options, Direction and Funding**PRIORITY***Policy High*Key Issues

- Existing paradigm/street design in which car/truck users are prioritized over pedestrians, cyclists, and other users
- Timing of improvements to align with other street and trail projects
- Partnering with West Des Moines on any University Ave improvements
- Preventing deaths and serious injuries
- Maintaining crosswalk improvements, specifically markings on the streets
- SS4A grant requires a 20% local match for any federal funds received

Activities/MilestonesTime**A. 86th Street Corridor and Neighborhoods**

- | | |
|--|-------------|
| 1. 86 th and Alice Avenue and 86 th and Franklin; research best practices for the intersection | 11/25 |
| 2. Complete plan and present to Council | 12/25 |
| 3. Prepare budget request | 1/26 |
| 4. SS4A grant announcement | 1/26 |
| 5. Design improvements (in house or contract?) | 4/26 |
| 6. DECISION: BUDGET FY 26//27 Adoption | 4/26 |
| 7. Start intersection improvements | 7/26 |

B. University Avenue Corridor

- | | |
|--|-------|
| 1. Re-engage WDM; ensure there is a focus on walkability and connectivity during University Corridor Plan and Valley West Mall redevelopment discussions | 10/25 |
| 2. SS4A grant announcement | 1/26 |
| 3. If SS4A is successful, prepare budget request as needed | 1/26 |
| 4. If SS4A grant is successful, execute firm selection and start planning process | 5/26 |
| 5. In coordination with West Des Moines, determine interim measures to take on targeted intersections in the corridor that align with prior studies | 6/26 |

C. Trail and Sidewalk Connectivity Gaps and Safety/Accessibility Issues

- | | |
|--|-------|
| 1. Evaluate MUTCD changes which may require that all intersections have painted crosswalks | 12/25 |
|--|-------|

(continued next page)

Responsibility: City Manager's Office

ACTION: Major Streets/Crosswalks/More Walkable: Goals, Best Practices, Report with Options, Direction and Funding
(continued)

PRIORITY

Policy High

Key Issues

Activities/Milestones

Time

- | | |
|---|-------------|
| 2. Develop budget request if needed | 1/26 |
| 3. Conduct online community survey on sidewalk and trail connectivity gaps and other issues | 2/26 |
| 4. DECISION: BUDGET FY 26/27 Adoption | 4/26 |
| 5. PW intersection safety and connectivity projects | 11/26 |

Responsibility: City Manager's Office

ACTION: Water Resources Master Plan Implementation – Annual State of Clive Water Report, Grant Program, MS4 Compliance Strategy (City Infrastructure and Inspection Focus), Mapping Places for Future Regional Stormwater Practices, and Water Conservation Strategy

PRIORITY

<i>Policy High</i>

<u>Key Issues</u>	<u>Activities/Milestones</u>	<u>Time</u>
- Ensuring the community—today and in the future—has adequate, affordable, safe drinking water - Ensuring the community—today and in the future—has a watershed with clean water and healthy natural habitats - Avoiding the financial sting of getting more drinking water capacity than we need, or exceeding our purchase capacity - Continuing to be a leader among Iowa communities on water stewardship and stormwater best practices - Managing growing flood and severe weather risks - The “Great American Lawn” culture - Uncertainty at the federal and state level on MS4 compliance - Increase community care for the watershed, specifically the Clive Greenbelt - Community awareness of challenges to sources waters - Persistent pollution in and around Walnut Creek - Perception that our water isn’t safe to use or be in - Link to Irrigation Discussion	1. DECISION: Walnut Creek WMA Five-Year Goals Adoption - Ongoing engagement with HBA and other stakeholders on updated stormwater manual - State of Clive Water Presentation - As part of the CIP process, identify and prioritize a list of regional stormwater management opportunities aligned with upcoming street reconstructions and In Lieu program compliance - Annual PW stormwater project - Managing Peak Water Use Powered by Lawn Watering - Support CIWW grant applications aimed at decreasing water waste and improving irrigation practices - Either in the CIWW context or alone, research and make recommendations on best strategies for managing water usage peaks driven by lawn irrigation PRESENTATION: Preliminary strategies for discussion and feedback during the State of Clive Water presentation - If CIWW-led grants are successful, collaborate with willing communities to plan and implement measures to improve irrigation practices, reduce water waste, and replace turf with less water-intensive landscaping - MS4 Permit Renewal - Annual Tree Sale - Annual SQR Cost-Share Program - SwAP Grant Program	9/25 10/25 11/25 11/25 11/25 11/25 11/25 11/25 11/25 3/26 TBD 5/26 10/26 Ongoing

Responsibility: City Manager’s Office

ACTION: Street Service Level and Projects Strategy: Update PCI Data, Update Study, Report Presentation and Recommendations, Direction and Funding

PRIORITY

Policy High

<u>Key Issues</u>	<u>Activities/Milestones</u>	<u>Time</u>
• Success in the next year is determining whether the City is making progress with the enhanced investment in street rehabilitation and/or if adjustments are needed at this time • Refinement of future projects and targeted areas based on updated data • Internal staff training to maintain the data and update more regularly • Consideration of the type of techniques used for rehab and whether interim decisions need to be made prior to reconstruction • The reality of never enough funding, contractor and staff capacity to maintain streets at a high PCI level, rightsizing expectations • Being intentional with the City's storytelling to show what the City has done to date on street rehab	1. Complete Final Report 2. Present/Discuss with CIP Staff Team 3. CIP WORKSHOP: Updated PCI Report 4. Finalize Report 5. DECISION: PCI Goal Recommendations 6. Implement storytelling strategy on status of Clive's street rehab program 7. Adjust CIP based on Updated Goals	9/25 10/25 11/25 12/25 1/26 2/26 9/26

Responsibility: Public Works

ACTION: Hickman Road/I-35 Interchange Project (IDOT Project):
Community Impacts, Communications, Monitoring and
City Actions

PRIORITY

Mgmt Top

<u>Key Issues</u>	<u>Activities/Milestones</u>	<u>Time</u>
• Success in the next year is managing the impacts of this major project on the Clive community through timely monitoring of activities, regular communications to the community and staying engaged with IDOT staff as changes/issues arise • Completion of Phase 2 of the project • Public Engagement for Phase 3 of the project • Completion of the Interchange Maintenance agreement with Urbandale • Updated Access Management agreement with IDOT and Urbandale • Reopening of trail in Spring 2026 in coordination with the WRA Sewer construction to limit impacts to trail users • Interchange maintenance agreement requires substantial coordination with Leisure Services/Parks Division as plantings likely to be the most maintenance heavy item and will require cost sharing with Urbandale	A. Interchange Maintenance Agreement 1. Prepare Draft Interchange Maintenance Agreement with Urbandale 2. PRESENTATION/DECISION: Interchange Maintenance Agreement B. Interchange Construction 1. Complete Phase 1 Construction 2. Start Phase 2 Construction 3. Complete Phase 3 Public Engagement with Urbandale for impacted businesses 4. Phase 3 Bid Letting C. Hickman Access Management Agreement 1. Prepare Draft and negotiate access management agreement with Urbandale and IDOT 2. PRESENTATION/DECISION: Access Management Agreement	2/26 3/26 6/26 12/26 8/26 9/26 1/26 3/26

Responsibility: Public Works

ACTION: City Hall Remodel Project – Phase 2: Completion**PRIORITY***Mgmt High*Key Issues

- Success in the next year is completion of the phase 2 remodel project to provide a safe and efficient working environment for City staff
- Building on the success from the Phase 1 remodel
- More safe and secure lobby space with restroom access for the public
- Provides a reinvestment to extend the City's presence in the facility for at least 15 years
- Updated office layouts and furnishings
- Creation of staff only entrance and secure corridor and stairs to Phase 1 area
- Need to discuss existing site dimensions, parking, stormwater, site plantings and fountain area to finish refresh of the property

Activities/Milestones

- | | |
|---|-------------|
| 1. Administrative Services and Community Development staff move to Harbach Center | 9/25 |
| 2. Begin Construction of Phase 2 area | 9/25 |
| 3. Driveway Approach Reconstruction | 10/25 |
| 4. Seek quotes for exterior signage | 11/25 |
| 5. Have staff discussion on site dimensions, parking sizes and site plantings to inform final parking lot overlay/sidewalk design | 12/25 |
| 6. DECISION: Vendor for exterior signage installation approval | 1/26 |
| 7. Complete design for parking lot overlay and sidewalk/ramps reconstruction | 2/26 |
| 8. Bid letting for parking lot/sidewalks | 3/26 |
| 9. DECISION: Construction Contract Award for parking lot overlay/sidewalks | 4/26 |
| 10. Complete parking lot/sidewalk work | 5/26 |
| 11. Phase 2 Construction Completed | 5/26 |
| 12. Staff move back into Phase 2 area | 6/26 |

Responsibility: City Manager's Office

**ACTION: University Boulevard Pump Station Relocation Project:
Grant Application, Design and Funding**

PRIORITY

<i>Mgmt High</i>

<u>Key Issues</u>	<u>Activities/Milestones</u>	<u>Time</u>
• Success in the next year includes finalizing the location of the replacement pump station, acquisition of grant/external funding for the project and finalizing the replacement pump station plans with a defined construction timeline • Need for relocation due to current pump station located in the floodplain • Critical drinking water infrastructure, needs to be protected and relocated • Impacts to future redevelopment of University Blvd neighborhood in coordination with flood mitigation efforts • Could be paired with other infrastructure/strategic investments in the neighborhood such as enhanced trail connectivity • Opportunity for flood mitigation grant funding to support most of the costs for the project	1. Prepare design options and recommendations 2. Finalize location for new pump station 3. Hazard Mitigation Grant Application Decision and finalize funding plan in CIP 4. DECISION: Design Aesthetics of New Pump Station and Supplemental Design PSA 5. Finalize preliminary plans 6. DECISION: Order Generator for Pump Station (due to long lead times) 7. Finalize plans 8. Project Bid Letting 9. DECISION: Award Construction Contract 10. Construction and replacement pump station in operation	11/25 12/25 12/25 1/26 3/26 3/26 6/26 7/26 8/26 6/27

Responsibility: Public Works

ACTION: Public Works Leadership Transition:**A. Engineering Administrator****B. Public Works Director****PRIORITY***Mgmt*Key IssuesActivities/MilestonesTime

- Success in the next year is a smooth transition of key leadership positions in Public Works with leaders who are ready to lead the department into the future
- Loss of critical institutional knowledge when both Engineer and the Public Works Director are retiring
- Potential strain on project management
- Current Engineering Administrator is retiring after 20 years of service
- Current Public Works Director is retiring after 11 years of service
- Key transition period for the Clive PW Department
- May evaluate both internal and external candidates
- Council Personnel Committee members involved in the Director hiring process
- May overlap of new PW Director with existing of about 2-3 weeks
- Develop an attractive recruitment video focusing on showcasing the department's strengths
- Communicate with the department about the transition plan
- Recognizing the challenge of recruiting engineers

Responsibility: Administrative Services

A. Engineering Administrator

1. Review and amend job description, if necessary 11/25
2. Post the job description and begin recruitment 12/25
3. Deadline for applications 1/26
4. Select Semi-Finalist Candidates 1/26
5. Select Finalist Candidates 2/26
6. Conduct Finalists interviews 2/26
7. City Manager makes recommendations for Engineer Position 2/26
8. **DECISION: ENGINEERING ADMINISTRATOR SELECTION** 2/26
9. New Engineering Administrator Starts 3/26

B. Public Works Director

1. Develop an attractive recruitment video 1/26
2. Review and amend job description, if necessary 1/26
3. Post the job description and begin recruitment 2/26
4. Deadline for applications 3/26
5. Select Semi-Finalist Candidates 3/26
6. Select Finalist Candidates 3/26
7. Conduct Finalists interviews Start date 4/26
8. City Manager makes recommendations for Public Works Director Position 4/26
9. **DECISION: PUBLIC WORKS DIRECTOR SELECTION** 5/26
10. New Public Works Director Starts and will overlap with current Director until 7/31/26 6/26

ACTION: Right-of-Way Management Policy: Report and Direction

PRIORITY

Mgmt

Key Issues

- Success in the next year is adoption of a policy to address all work within the Public Rights-of-Way
- Ensuring clear expectations of those operating in the ROW and defined regulations to rely upon when issues arise
- Fees are generated from ROW permits issued

Activities/Milestones

1. Complete Draft ROW Policy
2. Review draft policy by legal counsel
3. **PRESENTATION/DECISION: Policy for private infrastructure**
4. Update forms and processes
5. New Policy implementation

Time

12/25
2/26
3/26
4/26
4/26

Responsibility: Public Works

**ACTION: Herbicide and Pesticide Policy: Report and Direction
(MS4 Review)**

PRIORITY
<i>Mgmt</i>

<u>Key Issues</u>	<u>Activities/Milestones</u>	<u>Time</u>
• Success in the next year is adoption of a policy to address City use of herbicides and pesticides • The City’s use of chemicals was noted in our most recent MS4 review • Should we continue to utilize chemicals on all City property, facilities, parks or differentiate between high-use parks and other green spaces?	1. Prepare Draft Policy and Recommendations 2. PRESENTATION/DISCUSSION: Herbicide and Pesticide Policy 3. Implement new recommendations (if any)	12/25 1/26 3/26

Responsibility: Public Works

**ACTION: Publicly Owned Pond Maintenance Policy Refinement:
Direction (Including Shadow Creek)**

PRIORITY
<i>Mgmt</i>

Key Issues

- Success will be an adopted policy and mostly algae free ponds
- Adjacent property owner expectations of pond appearance
- Uncontrolled inputs from adjacent property owners
- Chemicals costs are estimated to be \$2K per pond per year, ongoing financial impacts
- Education of homeowners' actions impacting the pond visual appearance
- Overall stormwater management system
- Pond equity – publicly owned vs privately owned

Activities/Milestones

1. Finalize draft of pond management plan covering all City owned ponds
2. **PRESENTATION/DECISION: Pond Management Plan Adoption**
3. Work with Communications Staff to develop an annual strategy (mailing and website) to communicate management plan to all adjacent property owners for all publicly owned ponds

Time

10/25
11/25
4/26

Responsibility: Leisure Services

ACTION: Plan for Converting Radio to Fiber Communications in Water Distribution System: Direction and Funding

PRIORITY

Mgmt

Key Issues

Activities/Milestones

Time

- | | | |
|---|---|--------------|
| • Success in the next year is a more stable and connected communication system with the City's critical water infrastructure | 1. Identify scope | 9/25 |
| | 2. Prepare proposal with estimates of cost | 10/25 |
| | 3. CIP WORKSHOP: Proposal discussion/direction | 11/25 |
| • Identification of fiber installations needed to connect all water facilities to the fiber network and development of a project scope and plans for the needed installations | 4. Identification of funding and program in CIP | 12/25 |
| | 5. DECISION: CIP Approval | 1/26 |
| | 6. Finalize Plans | 2/26 |
| • Potential for security camera enhancements to coincide with fiber efforts | 7. Construction | 12/26 |

Responsibility: Public Works

► Management in Progress 2025 – 2026			TIME
2	1. Large Meter Replacement	PW	Ongoing
2	2. Clive Detention Basins and Ongoing Development of Repair and Retrofit Schedule Inspection	PW	Annually
2	3. Clive Public Safety Center/City Hall: Maintenance Plan and Annual Review	LS	12/25
2	4. Clark Street Pilot Green Infrastructure Evaluation After Action Report	PW	8/26
2	5. Berkshire Boston Parkway Tree: Update Report (DECISION)	CD	12/25
2	6. “Traffic Not Stopping at Stop” Signs Policy: Direction	PW	12/25
2.	7. MS4: Annual Reporting, Annual Inspection, Process Improvement	PW	12/25
2	8. Indian Hills Woods Flood Mitigation Grant: Notification	CD	11/25
2	9. Development Infrastructure Policies/SOP (Water, Sewer, Streets and Stormwater): Review and Refinement	PW	3/26
2	10. Information Handout for Private Improvements	PW	3/26
2	11. Work Order System for Facilities: Direction and Funding	LS	3/26
2.	12. Railroad Crossing Swanson Rehabilitation: Evaluation Report	PW	1/26
2	13. Sidewalk Program/Policy: Implementation and Funding (DECISION)	CD	1/26
2	14. Extreme Weather Events Action Plan: Opportunities Identification, Options, Best Practices, Direction and City Actions	FD	4/26

► Major Projects 2025 – 2026			TIME
2	1. Traffic Cabinets with ATC Cabinets Replacement: Funding	PW	11/26
2	2. Annual 2026 Pavement Rehabilitation Projects: Completion	PW	11/26
2	3. Emerald Isle Drive Reconstruction – Private Contractor Coordination	PW	11/25
2	4. Annual Storm Sewer Intake Restoration Projects: Completion	PW	1/26
2	5. Annual Sewer Lining Projects: Completion	PW	4/26
2.	6. Park Maintenance Lean-to: Construction	LS	12/25
2	7. Flashing School Safety Systems at Douglas Avenue Shuler Elementary Waukee Replacement Project: Completion	PW	9/25
2	8. Public Works Site Improvements: Design and Approval	PW	10/25
2	9. NW 142 nd and University Intersection Replacement: Completion	PW	9/25
2	10. Public Works Lobby Security: Completion	PW	12/25
2.	11. Public Works Facility WiFi Installations	TS	9/25
2	12. NW 78 th & NW 80 th Watermain Replacement Design	PW	10/26
2	13. NW 86 th Street Pavement Repair	PW	11/25
2	14. Douglas Parkway and Berkshire Parkway Traffic Signalization Project	PW	9/25
2	15. NW 156 th Street and Hickman ADA Improvements	PW	11/26
2.	16. NW 114 th Street Bridge Repair Project	PW	10/25
2	17. Forest Avenue Water Main Replacement Project	PW	9/25
2	18. 118 th Street and 86 th Street Automatic Valve Replacement	PW	9/25
2	19. Security Camera Installation and Public Works Entrance Improvements	PW	12/25
2	20. Little Walnut Creek Streambank Repairs (East of Alice)	PW	11/25
2	21. City Hall Approach Replacement	PW	10/25
2	22. City Hall Parking Lot Improvements/Overlay	PW	5/26

GOAL 3	REVITALIZED 86TH STREET NEIGHBORHOODS
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ACTION: 86th/Alice Corner Redevelopment Direction:
Vision/Outcomes, City Role and Tools, Acquisition,
Community Engagement and Link to Linnan Park Project

PRIORITY

<i>Policy Top</i>

Key IssuesActivities/MilestonesTime

- Confidence that the City can market for production a financially viable development concept consistent with the 86th Street design standards (urban multi-story building)
- Utilize assistance from Greater Dallas County Development Alliance relationship as needed
- Connected to Harbach Visioning Item in terms of City needs associated with this project site
- Funding needs for both any acquisitions and any outside technical resources
- Technical resource needs and determination of internal or external
- Willingness to be a “loss leader” with sunk costs
- Must know if community center is a desired building component by 3/26 (Harbach Visioning Item)
- Acquisition strategy
- Level of Community Engagement?
- Willingness to leverage affordable housing partners
- Willingness to be ok with interim condition
- 86th Street– form vs function
- Link to Development Project
- City Incentive

A. Acquisition/Demo

- | | |
|--|--------------|
| 1. DECISION: Go/No-Go | 10/25 |
| 2. DECISION: Purchase Agreement | 1/26 |
| 3. Complete Acquisition | 3/26 |
| 4. Solicit Demolition Contractor | 4/26 |
| 5. Complete Demolition | 6/26 |

B. DIY Approach – Staff Led Effort

- | | |
|--|-------------|
| 1. Complete Market Research | 2/26 |
| 2. Complete Process Research | 3/26 |
| 3. Complete Site Infrastructure Research | 4/26 |
| 4. Research Construction Implementation | 5/26 |
| 5. Define Project Vision | 7/26 |
| 6. DECISION: Go/No-Go | 8/26 |

Responsibility: Community Development

ACTION: Harbach Center: Vision Concept and Operations,
Partnership with West Des Moines School District and
Update Report on Experiences and Building Conditions

PRIORITY

<i>Policy Top</i>

<u>Key Issues</u>	<u>Activities/Milestones</u>	<u>Time</u>
• Success will be to define how we measure success and determine a vision for the programming versus the building need itself • Costs for renovation of existing facility • What is needed in the neighborhood? • Private investment in current facility if remodeled? • Ongoing staff costs and operation costs for a remodeled facility • Role of Crestview School of Inquiry in some of these activities • Data collection on uses/users, especially unique users • If we don't have a cheap space to do it would we still want to do it? • Are we financially all in for this in the long term? If we are not willing to go all in, then it does not make much sense to do the visioning process • What is the data that council needs to make that decision? • How to we define the value of having a branch library? • How should we measure success? • Link to Future Development Project	A. Building Conditions and Facility Usage Report 1. Have Parks/Facilities Team develops report on status on mechanical components at the Harbach Center 2. Develop report on facility usage over the past two years B. Partnership with West Des Moines School District 1. Develop better working relationships with local school staff and explore opportunities 2. Back to School Bash at Harbach Center C. Harbach Center Future Vision 1. Draft measures for success and define space needs for success 2. BUDGET WORKSHOP: Presentation proposed measures for success and overview of what it would take to financially go "All In" 3. Develop next steps depending on the outcome of the Council discussion	1/26 1/26 Ongoing 8/26 1/26 2/26 3/26

Responsibility: Leisure Services

ACTION: Linnan Park: Construction Complete, Neighborhood Engagement, Programming and Ribbon Cutting

PRIORITY

Mgmt Top

Key Issues

- Success will be construction is completed; the public can use the park and a ribbon cutting event has been held
- Tight change order budget for project and unknowns that may come up during construction
- Construction got a late start due to rainy July
- Public art mural on the Harbach Center
- Public engagement with mural painting
- Making sure the surrounding neighborhood knows these improvements are for the entire neighborhood, not just the multi-family properties

Activities/Milestones

1. Complete Harbach Center mural painting
2. Complete Construction
3. Conduct Ribbon Cutting Celebration with defined neighborhood engagement strategy
4. Develop programming plan for new amenities in the park
5. Conduct Back to School Bash
6. **PRESENTATION: Linnan Park Programming Plan discussion and feedback**

Time

10/25
6/26
7/26

7/26
8/26
8/26

Responsibility: Leisure Services

ACTION: University Flood Mitigation Plan: Implementation**a. Buyout Program: Next Steps****b. Project Scope****PRIORITY***Mgmt Top*

<u>Key Issues</u>	<u>Activities/Milestones</u>	<u>Time</u>
- Continued CIP financial support for residential buyout program - Continued neighborhood acceptance of interim buyout house conditions - Continued neighborhood property owner interest in buyout program - FEMA funding award decision/timeline - Staff capacity to complete projects following FEMA award - Ability to keep positive momentum towards the broader future vision - Need for cooperation with WRA regarding installation of future Sanitary Trunk Sewer - Availability of future FEMA and/or other funding partnerships (buyouts as well as broader vision opportunities)	A. Residential Buyouts Acquisition & Maintenance DECISION: CIP Approval DECISION: Purchase Agreement Approval (X 2 or 3) - Complete Acquisitions (X 2 or 3) B. 2022 HMGP Buyout Acquisition & Demo (7705 Univ) DECISION: Purchase Agreement Approval - Complete Acquisition - Solicit Demolition Contractor - Complete Demolition C. University Project Scoping Plan - Review Draft DECISION: Approval D. FEMA Grant Management (8000/7855-7945/7405/8031 Univ) DECISION – Subaward Agreement Approvals (X 2) DECISION – Purchase Agreement Approval (X 4) - Complete Acquisition-(X 4) - Solicit Demolition Contractor - Complete Demolition-(X 4)	12/26 TBD TBD 12/25 2/26 3/26 5/26 11/25 12/25 TBD TBD TBD TBD TBD

Responsibility: Community Development

► Management in Progress 2025 – 2026			TIME
3	1. Safety Review of 90 th Street Trail Connection: Assessment, Modification and Funding	LS/PW	12/25
3	2. Harbach Center Mural Project: Completion	LS	10/25
3	3. Harbach Boulevard Phase 2 Reconstruction Project Easement with Glacier Properties: Completion	PW	10/25

► Major Projects 2025 – 2026			TIME
3	1. Harbach Boulevard Reconstruction Phase 2 – 82 nd to 86 th Completion	PW	11/26

GOAL 4	GREAT PLACE TO LIVE: THE PREMIER LOCATION FOR FAMILIES
---------------	---

ACTION: Housing Preservation Strategy/Policies/Programs: Aging Housing Data Collection, Goals/Desired Outcomes, Best Practices, Options, Direction, and Funding (including Single-Family Homes)

PRIORITY

Policy High

<u>Key Issues</u>	<u>Activities/Milestones</u>	<u>Time</u>
- City Council needs to define what success looks like...staff is still uncertain of desired outcome other than “do something” - How Much Funding? One time or Annual Commitment - Program User Focus? Needs Based or Everyone Eligible - Program Uses? Downpayment, Urgent Repair, General Improvement, Property Tax Expansion - Property Type Focus? Owner Occupied or Rental, SF or MF Structure Eligible - Geographic Based? 86th Street Neighborhood, Targeted Neighborhoods, City Wide Eligibility - Goal: Maintaining value of homes - Low Interest Loans	A. <u>Partnership Concept</u> – Allocate funding to <u>leverage</u> existing partner programs (maybe \$50K to \$250K annually – primarily needs based, urgent repair, forgivable loan) - Preliminary Program Guidelines BUDGET WORKSHOP: Funding - Finalize Program Guidelines DECISION: Secure Partnership Agreement - Develop Program Marketing - Program Begins B. <u>Spending Concept</u> – Simple <u>grant</u> program (maybe \$25K annually– Up to ten \$2500 exterior type improvement projects or possible one targeted project) - Prepare Preliminary Program Guidelines BUDGET WORKSHOP: Funding Direction - Finalize Program Guidelines - Develop Program Marketing - Program Begins C. <u>Investment Concept</u> – Complex <u>loan</u> program (maybe \$100K annually– range of program choice, up to four \$25,000 property tax base expansion type improvement projects or possibly two targeted projects) - Preliminary Program Guidelines BUDGET WORKSHOP: Funding Direction - Finalize Program Guidelines - Secure Loan Support Resources - Develop Program Marketing - Program Begins	1/26 2/26 6/26 9/26 10/26 1/27 1/27 1/26 2/26 6/26 7/26 7/26 1/26 2/26 6/26 9/26 10/26 1/27

Responsibility: Community Development

ACTION: University Avenue Corridor Redevelopment: Outcomes/
Vision, Problem Areas, Options, Direction and
City Actions (in Partnership with the City of West Des
Moines)

PRIORITY

Policy

<u>Key Issues</u>	<u>Activities/Milestones</u>	<u>Time</u>
• Success in the next year is enhanced dialogue and coordination with WDM on University Ave corridor future while understanding the status of opportunities on the Clive side of the corridor • Macro-economic and state/federal policies hampering economic development strategies • Integration with other city planning processes, specifically intersection crossings • WDM interest in the broader corridor while Valley West Mall is being considered • Clarification on Clive/WDM stormwater agreement • Opportunity to execute regional stormwater projects • Improved Greenbelt Trail connectivity from the south • Clive commercial centers remain full, vibrant, profitable, and appreciated by the community • SW Mixmaster changes on the horizon	1. Re-engage WDM economic development staff on interest in aspects of the corridor plan 2. Engages corridor property owners and businesses to understand opportunities/needs 3. REPORT: Staff summary on corridor property owner engagement 4. If SS4A grant is successful, select consulting partner and start creating corridor safety plan in partnership with WDM 5. Participate in WDM-led community engagement on Valley West Mall redevelopment	11/25 2/26 5/26 6/26 TBD

Responsibility: City Manager's Office

ACTION: Economic Development through the Greater Dallas
County Development Alliance: Membership Execution
and Reports

PRIORITY

Mgmt Top

<u>Key Issues</u>	<u>Activities/Milestones</u>	<u>Time</u>
• Macro-economic forces • Integration with other city planning processes • GOAL: Meet and learn the goals and expectations of the three large property owners in the Alices Road corridor; identify and engage developers who are interested in the land and would like to develop it in a way that is consistent with the City of Clive's goals; multiple acres of property transferred to developers in the next 24 months • GOAL: Development projects in the West Hickman corridor or Berkshire Office Park in the next 24 months • GOAL: A comprehensive report identifying and prioritizing development and redevelopment sites in Clive to be considered in the future • Please see updated GDCDA memo for more details	1. Finalize agreement document and KPIs 2. DECISION: Alliance Agreement and begin attending regular meetings 3. Alliance and Clive staff "onboarding" and knowledge sharing 4. Alliance engagement and relationship building with targeted property owners in the West Hickman and Alices Road areas 5. Business visits with Partnership and City staff participation 6. PRESENTATION: Prioritized Opportunities and Strategies Report and review of year one activities discussion and feedback	9/25 10/25 11/25 12/25 2/26 6/26

Responsibility: City Manager's Office

**ACTION: Rental Housing Registration and Inspection Program:
Program Goals, Options, Direction and Funding**

PRIORITY

Mgmt High

Key Issues

Activities/Milestones

Time

- | | | |
|--|--|--------------|
| • Maintaining health, safety and general warfare through effective rental housing standards | 1. Complete Legal Review | 9/25 |
| • Balancing effective building standards with community expectations (safety vs. aesthetics) | 2. Complete BCAB Review | 9/25 |
| • Staff training on updated code and program requirements | 3. DECISION: Updated Rental Housing Code approval | 10/25 |
| • Community/Property Owner/Tenant education on updated code and program requirements | 4. Prepare Property Owner/Tenant Education | 12/25 |
| | 5. Implement new Rental Code | 1/26 |

Responsibility: Community Development

**ACTION: Clive-WDM Schools Collaboration – Indian Hills
Greenspace Redevelopment/Master Plan**

PRIORITY

Mgmt High

Key Issues

- Success will be the kickoff of a master planning effort for the outdoor space at Indian Hills Junior High in coloration with the School District
- Is this dependent on a WDSM schools bond issue passing?
- Neighborhood needs
- School district needs
- Public engagement
- Agreement needed to allow public use and shared maintenance
- Funding for master plan
- Funding for construction
- School district bond referendum
- No playground in this neighborhood
- Define service area for this park/school space
- Traffic and parking issues and resolution

Activities/Milestones

1. Research best practices for shared school and park sites
2. Develop working team with West Des Moines Schools and City of Clive
3. Develop scope of services and budget proposal for master planning effort
4. **BUDGET WORKSHOP: Master Planning Proposal/Cost Sharing**
5. Develop and distribute RFP for master planning effort
6. **DECISION: Budget FY 26/27 Approval**
7. Master Planning efforts begin with initial neighborhood/public engagement

Time

11/25
12/25
12/25
2/26
2/26
4/26
5/26

Responsibility: Leisure Services

ACTION: Aquatic Center Scholarship Program and Regional Pass: Partnership, Direction and Funding

PRIORITY

Mgmt

Key Issues

- Success in the next year will be a full roll out for an enhanced aquatic scholarship program in early 2026
- Determining eligibility for program
- Keeping eligibility simple
- Funding for program
- Funding partners such as the Clive Community Foundation
- Building on Crestview Scholars Program

Activities/Milestones

1. Review local and national best practices and prepare report
2. Prepare draft report proposed scholarship program, including eligibility, estimated costs and grants and funding opportunities
3. Program report to Parks, Recreation and Public Art Board presentation and direction
4. **PRESENTATION/DECISION: Aquatic Center Scholarship Program Approval**
5. Work with Clive Community Foundation on funding development and donor marketing/outreach
6. Program details developed and communicated

Time

10/25

11/25

12/25

1/26

2/26

3/26

Responsibility: Leisure Services

ACTION: Building Code Update: Adoption

PRIORITY

Mgmt

Key Issues

- Maintaining health, safety and general welfare through effective building standards
- Balancing effective building standards with construction costs
- Staff training on updated code requirements
- Community/contractor education on updated code requirements
- Will be done in tandem with Fire Code related updates

Activities/Milestones

1. Review Updated Codes (in partnership with Metro Code Consortium)
2. Prepare Draft Amendments
3. BCAB Review
4. **DECISION: Updated Building Code Approval**

Time

12/25
1/26
3/26
4/26

Responsibility: Community Development

► Management in Progress 2025 – 2026			TIME
4	1 Development Facilitation a. Dehner Distillery b. Shadow Creek – Area c. Emerald Isle – Area d. Fortress Bank	CD	1/26
4	2 Library Fine Free: Annual Report	LS	1/26
4	3. Development Standards Manual/Zoning Ordinance Update: Mayor and City Council Decision	CD	12/26
4	4. Substantial Damage/Substantial Improvement Management Plan	CD	12/26
4	5. Clive Festival 2026 – 50 th Anniversary	LS	7/26
4	6. Library 25 th Anniversary Celebration	LS	10/25

► Major Projects 2025 – 2026			TIME
4	1. Canary Park Detention Drainage Improvements	LS	6/26
4	2. Neighborhood Park Signs Annual Replacement Program: Completion – Trail/911 Safety Sign Focus	LS	Ongoing

GOAL 5	DISTINCTIVE CLIVE GREENBELT
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ACTION: Speeding and Safety on Trails: Problems, Report with Options, Revise Ordinance Link to MAC (Including Electric Bikes)

PRIORITY

Policy High

<u>Key Issues</u>	<u>Activities/Milestones</u>	<u>Time</u>
• Success is understanding the prevalence of the problem in the community, the degree to which the Council wants to address the defined problem and whether a regional approach is the best solution to addressing it • Addressing citizen complaints/concerns in terms of the electric vehicles themselves or the speed or the age of the users, or both • Is connected to overall trail etiquette and public education as motorized vehicles are currently not allowed on the trail • Education of the different types of users on the Greenbelt Trail • Managing the regional nature of the trail and the various users from outside of Clive using it and achieving interjurisdictional cooperation for enforcement • Dealing with users transitioning from trail environment to sidewalk/streets • Manner of enforcement very difficult and limits to expanded trail/park patrol and ability to prosecute • Researching what is already being done by other metro cities and their level of program success	1. Research and identify recent call history over the past five years that could be related to small electric vehicle issues 2. Implement community outreach effort to understand level of citizen concern in the community for both speed and type of electric bike usage (trails/sidewalks/streets) 3. Gather relevant information from other DSM Metro communities on ordinances, programs and enforcement techniques 4. Review status of PD bike patrol program and potential expansion options 5. Evaluate all research, community feedback and data to develop an assessment report with potential options 6. PRESENTATION/DIRECTION: Problem Report with options, discussion and direction 7. Develop relevant ordinance/enforcement actions and gauge potential for regional approaches through entities like the MAC (depending on direction) 8. Implement program/enhancement actions (if necessary)	9/25 11/25 11/25 12/25 1/26 2/26 3/26 4/26

Responsibility: Police

ACTION: Encroachments Policy/Strategy/City Actions: Problem Analysis, Report with Options, Degree of Aggressiveness, Community Engagement, and Direction

PRIORITY

<i>Policy High</i>

<u>Key Issues</u>	<u>Activities/Milestones</u>	<u>Time</u>
• Success in the next year will be an adopted policy with clear expectations of property owners adjacent to City property and enforcement of policy • Wide variety of encroachments • Private use of publicly owned land • Understanding the level of public engagement desired during policy development • Enforcement tactics will have different levels depending on the policy choices made • Long-term success with this action is no private encroachments on City property	1. Research local examples of policies and practices as well as best practices across the country 2. Gather data regarding the full extent of the encroachment issue 3. Analyze and develop report regarding the extent of encroachment issues citywide 4. PRESENTATION/DIRECTION: Review draft framework, determine level of public engagement 5. Develop public engagement plan for development of policy 6. Develop final draft policy for review 7. Public engagement (as needed) 8. DECISION: Review and approval of policy	10/25 12/25 12/25 1/26 3/26 3/26 5/26 8/26

Responsibility: Leisure Services

ACTION: Little Walnut Creek Greenbelt Improvement (West of Alice’s Road)– Streambank Restoration and Trail Extension/Connection to Waukee: Design, Construction, Funding and Land Acquisition

PRIORITY

Policy

<u>Key Issues</u>	<u>Activities/Milestones</u>	<u>Time</u>
- Success in the next year includes completion of the east of Alice’s Road vegetation management, streambank repairs and trail while also finalizing the plans for the trail and streambank improvements west of Alice’s Road including the creation of a Mitigation Bank Instrument (MBI) as a new financing tool to support these kinds of projects going forward - Impacts to surrounding neighborhoods, including loss of trees and trail access - Extension of new Greenbelt Trail main spine west of Alice’s Road and connection with Waukee - Combination of contractor work along with internal staff teams (Parks/Natural Resources)	A. East of Alice’s Road - Complete East Streambank Vegetation Management Completion 11/25 - Complete East Trail Reconstruction Completed 11/25 B. West of Alice’s Road CIP WORKSHOP: West Streambank and Trail Improvements 11/25 - Complete Public Engagement 11/25 - Receive Streambank and Trail Permits (DNR, USACE) 12/25 - Finalize Plans 1/26 - Project Bid Letting 2/26 DECISION: Award Construction Contract 3/26 - Pre-Construction Public Engagement 3/26 - Complete Honeysuckle Removal throughout corridor 3/26 - Engage contract with consultant to support vegetation tasks 3/26 - Protect landmark trees prior to streambank work 3/26 - Remove invasive tree removals with streambank work 3/26 - Construction Begins 4/26 C. Mitigation Bank Instrument (MBI) CIP WORKSHOP: Mitigation Bank Instrument (MBI) 11/25 - Submit 2nd Draft of MBI 12/25 DECISION: MBI Approval 1/26	

Responsibility: Public Works

ACTION: Greenbelt Landing Project: Construction, Dedication, Programming and Clive Festival 2026

PRIORITY

Mgmt Top

Key Issues

- Success will be the project entirely completed and 50th Clive Festival is held at the new stage
- Completion of construction
- Programming plan development
- Potential partnership with outside entities for management of the space, events and stage
- 50th Clive Festival Celebration
- Small donor campaign goal of \$100,000 to support project, wetland walkway plaques, etc.
- Naming considerations of the community building? Such as Greenbelt Pavilion, Greenhouse, Landing Hall, Creekside Pavilion, The Canopy, Oxbow Pavilion, Creekside Hall, etc.

Activities/Milestones

1. Complete Substantial Construction
2. Develop Programming and Operations Plan
3. **PRESENTATION: Greenbelt Landing Programming and Operations Plan Discussion and Feedback**
4. Install Project and Donor Recognition Signage Installed
5. Install Public Art Installed
6. Complete All Construction
7. Conduct Ribbon Cutting Event
8. Have 50th Clive Festival held at Greenbelt Landing
9. Complete Small Donor Campaign

Time

1/26
3/26
4/26
5/26
5/26
6/26
6/26
7/26
12/26

Responsibility: Leisure Services

ACTION: Wastewater Reclamation Authority (WRA) Parallel Trunk Sewer Installation – Impacts to the Greenbelt

PRIORITY

Mgmt

Key Issues

Activities/Milestones

Time

- | | | |
|--|--|--|
| <ul style="list-style-type: none"> • Success in the next year is coordinating with the WRA to limit impacts of the construction of the sewer to the Clive community, including trail users and adjacent property owners as well as the Clive Greenbelt • Completion of Phase 1 construction in Clive in the next year • Finalization of Payment for trees on Phase 1 • Complete Phase 2 plans • Finalization of Payment for trees on Phase 2 • Bid Letting of Phase 2 • Phase 1 is west of the interstate • Phase 2 runs from Clive's eastern border to interstate • Phase 2 work could present opportunities for additional Clive projects such as trail realignment and remainder of the creek in the Indian Hills/Swanson area • Council direction to push WRA to address trail impacts for Phase 1 before IDOT reopens trail underneath interstate | <ol style="list-style-type: none"> 1. Public Engagement of Phase 2 with Adjacent Property Owners 2. Finalize Plans for Phase 1 3. Bid Letting of Phase 1 4. Construction Begins on Phase 1 west of I-35/80 in Clive 5. DECISION: WRA Phase 2 Easement 6. Finalize Plans for Phase 2 7. Completion of Clive's portion of Phase 1 8. Bid Letting of Phase 2 9. Construction Begins on Phase 2 in Clive | <p>9/25</p> <p>10/25</p> <p>11/25</p> <p>12/25</p> <p>8/26</p> <p>7/26</p> <p>11/26</p> <p>11/26</p> <p>12/26</p> |
|--|--|--|

Responsibility: Public Works

► Management in Progress 2025 – 2026			TIME
5	1. Greenbelt Trail Education Campaign Safety and Etiquette	ACM	4/26
5	2. Greenbelt Landing Small Donor (Goal: \$100,000)	LS	12/26
5	3. Future Glow Trail Location: Identification	LS	10/25
5	4. Greenbelt Music Festival Partnership – Greenbelt Landing Stage	LS	7/26

► Major Projects 2025 – 2026			TIME
5	1. Annual Greenbelt Trail Maintenance Projects	LS	12/25
	a. 73 rd – 100 th		
	b. I-35 – Campbell Park		
5	2. Greenbelt Restoration: Phase 2	LS	Ongoing

Policy Calendar 2025 – 2026

MONTH

September 2025

1. **DISCUSSION/DIRECTION: City Legal Services Direction on whether to maintain ongoing relationship with existing firm**
2. **DECISION: Walnut Creek WMA Five-Year Goals Adoption**
- 3.
- 4.
- 5.

MONTH

October 2025

1. **DECISION: PSA/Contract Amendment for Phase 4**
2. **DECISION: 86th Alice Corner Acquisition/Demo Go/No-Go**
3. **DECISION: Updated Rental Housing Code approval**
4. **DECISION: Alliance Agreement and begin attending regular meetings**
- 5.

MONTH

November 2025

1. **DECISION: Direction to DART Commissioner**
2. **DISCUSSION: Review of Homeless Blueprint and review of current asks of providers (CISS, YSS)**
3. **DECISION: PCEMA Representative direction on levy vote**
4. **REPORT: Direction and Implementation – Council Personnel Committee (including MLEL)**
5. **DECISION: City-State Legislative Agenda 2026 Approval**
6. **CIP WORKSHOP: Updated PCI Report**
7. **PRESENTATION: Preliminary strategies for discussion and feedback during the State of Clive Water presentation**
8. **CIP WORKSHOP: Plan for Converting Radio to Fiber Proposal discussion/direction**
9. **PRESENTATION/DECISION: Pond Management Plan Adoption**
10. **CIP WORKSHOP: West Streambank and Trail Improvements**

11. CIP WORKSHOP: Mitigation Bank Instrument (MBI)

MONTH

December 2025

1. **PRESENTATION: 10-Year Based Financial Model (Service 1) with short-term scenarios/initiatives discussion and feedback**
2. **PRESENTATION/DECISION: Fire-EMS Collaboration Proposed study contract approval, including city cost sharing agreement**
3. **DECISION: 2022 HMGP Buyout Acquisition & Demo (7705 Univ) Purchase Agreement Approval**
4. **DECISION: University Project Scope Plan Approval**
5. **DECISION: Berkshire Boston Parkway Tree: Update Report**
- 6.

MONTH

January 2026

1. **PRESENTATION/DECISION: Study Finding and Continuation of MLEL**
2. **PRESENTATION: Stormwater Master Plan Final Corridor Conceptual Design Discussion and Feedback**
3. **DECISION: Acquisitions/Easements for Phase 1B**
4. **DECISION: PCI Goal Recommendations**
5. **DECISION: CIP Approval**
6. **DECISION: Vendor for City Hall exterior signage installation approval**
7. **PRESENTATION/DISCUSSION: Herbicide and Pesticide Policy**
8. **DECISION: Design Aesthetics of New Pump Station and Supplemental Design PSA**
9. **PRESENTATION/DECISION: Aquatic Center Scholarship Program Approval**
10. **DECISION: MBI Approval**

11. **PRESENTATION/DIRECTION: Encroachments Policy/Strategy/City Actions Review**
draft framework, determine level of public engagement
12. **DECISION: Sidewalk Program/Policy: Implementation and Funding**

MONTH

February 2026

1. **BUDGET WORKSHOP: Long-Term Financial Strategy, Impacts of State Legislation Restrictions and Budget Proposals (Road Use Tax, Utilities, General and Trust & Agency)**
2. **BUDGET WORKSHOP: Presentation results of CCRI implementation and Station 22 analysis for potential decision and direction on next steps**
3. **DISCUSSION: Role of strategic planning now and going forward, more intensive quarterly updates?**
4. **BUDGET WORKSHOP: Proposed Title 8 Ordinance Changes and Updated Cash Flows Presentation and Discussion**
5. **BUDGET WORKSHOP: Discussion and Direction**
 - a. **MLEL**
 - b. **Moving the Library Circulation System from an In-House Server to Innovative Cloud Hosting**
 - c. **86th Corridor and Neighborhoods Improvements**
 - d. **Sidewalks and Trails Connectivity Projects**
 - e. **Housing Preservation**
6. **BUDGET WORKSHOP: Proposed Policy/Guidelines Feedback and Direction on Proposed Recreation Revenue Recovery Policy**
7. **DECISION: ENGINEERING ADMINISTRATOR SELECTION**

8. **BUDGET WORKSHOP: Harbach Center Vision Presentation proposed measures for success and overview of what it would take to financially go “All In”**
9. **BUDGET WORKSHOP: Clive-WDM School District Master Planning Proposal/Cost Sharing**
10. **PRESENTATION/DIRECTION: Speeding and Safety on Trails Problem Report with options, discussion and direction**

MONTH

March 2026

1. **PRESENTATION: Comparison Communities Final Report with direction steps and potential next steps, direction on community visits**
2. **DECISION: Contact Approval with New Software Provider**
3. **PRESENTATION/DECISION: ROW Management Policy for private infrastructure**
4. **PRESENTATION/DECISION: Hickman Road/I35 Interchange Maintenance Agreement**
5. **PRESENTATION/DECISION: Hickman Access Management Agreement**
6. **DECISION: Order Generator for Pump Station (due to long lead times)**
7. **DECISION: Award Construction Contract for West Streambanks and Trails Improvements**
- 8.
- 9.

MONTH

April 2026

1. **REPORT: Potential changes in anticipation of future water shortage events, including common CIWW entity enforcement**
2. **DECISION: Budget Public Hearing and Budget FY 26-27 Approval**
 - a. **Fire Response and Fire Station 22**
 - b. **AI Strategy/Capacity**
3. **DECISION: City-Federal Legislative Agenda 2026 Approval**
4. **DECISION: Construction Contract Award for City Hall parking lot overlay/sidewalks**
5. **DECISION: Updated Building Code Approval**
6. **PRESENTATION: Greenbelt Landing Programming and Operations Plan Discussion and Feedback**
- 7.
- 8.

MONTH

May 2026

1. **PRESENTATION: Traction/EOS potential implementation, how/what?**
2. **DECISION: Ordinance Amendments and Utility Rates**
3. **PRESENTATION: Snow Operations Report discussion and direction**
4. **PRESENTATION: Phase 4 Preliminary Plans Discussion and Feedback**
5. **DECISION: PUBLIC WORKS DIRECTOR SELECTION**
6. **REPORT: University Avenue Corridor Redevelopment summary on corridor property owner engagement**
- 7.
- 8.

MONTH

June 2026

1. **DECISION: Updated Employee Handbook reflecting direction/changes**
2. **DECISION: Recreation Revenue Guidelines Approval**
3. **PRESENTATION: Prioritized Opportunities and Strategies Report and review of year one activities discussion and feedback**
- 4.
- 5.

MONTH

July 2026

1. **REPORT: City Manager to update the 2026 Strategic Planning Issue Memo 1 – Staffing Issues-Retirement Projection**
2. **DECISION: Acquisitions/Easements for Phase 4**
- 3.
- 4.

MONTH

August 2026

1. **DECISION: Direction on initiating long-term initiatives and economic development scenarios project (Service 3) [Depending on results from 2026 State Legislative Session]**
2. **PRESENTATION: Fire-EMS Collaboration Study results and recommendations discussion and feedback on next steps**
3. **PRESENTATION: Linnan Park Programming Plan discussion and feedback**
4. **DECISION: Encroachments Policy/Strategy/City Actions Review and approval of policy**
5. **DECISION: WRA Phase 2 Easement**
- 6.
- 7.

STRATEGIC PLAN

2022 → 2027 → 2037



Clive, Iowa
August 2022



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STRATEGIC PLANNING FOR THE CITY OF CLIVE

Strategic Planning Model for the City of Clive

Value-based principles that
describe the preferred
future in 15 years

VISION

Destination
“You Have Arrived”

Strategic goals that focus
outcome-based objectives and
potential actions for 5 years

PLAN

Map
“The Right Route”

Focus for one year – a work
program: policy agenda for
Mayor and Council,
management agenda for staff;
major projects

EXECUTION

Itinerary
“The Right Direction”

Principles that define the
responsibility of City
government and frame the
primary services – core service
businesses

MISSION

Vehicle
“The Right Bus”

Personal values that define
performance standards and
expectations for employees

CORE BELIEFS

Fuel
“The Right People”

CLIVE VISION 2040

Clive Vision 2040

CLIVE 2040

**is a *BEAUTIFUL and SAFE* ^(A)
City with *GREAT RESIDENTIAL NEIGHBORHOODS*.^(B)
through Buildout**

CLIVE 2040

**provides *EXCEPTIONAL FAMILY LIVING* ^(C)
and *OPPORTUNITIES FOR PERSONAL WELLNESS*.^(D)**

CLIVE 2040

has the ***DISTINCTIVE CLIVE GREENBELT,***^(E)
and a ***REVITALIZED 86th CORRIDOR/NEIGHBORHOOD.***^(F)

We take *PRIDE IN CLIVE!*^(G)

Clive Vision 2040

PRINCIPLE A

BEAUTIFUL AND SAFE

► Means

1. Well-designed, well-maintained city infrastructure, entrances, streetscapes, ROW, and parks
2. Well-maintained major corridors and neighborhoods
3. Residents feeling safe and secure at home, in the neighborhood and throughout the Clive community with no tolerance for crime
4. Property owners taking responsibility for their buildings, homes and landscaping meeting city standards and codes
5. Timely response to emergency calls for service or assistance
6. Public art throughout the City
7. Trees preserved and replaced
8. Attractive buildings and commercial areas that are designed for beauty and are well maintained
9. Well-maintained landscapes: homes and commercial areas

PRINCIPLE B

GREAT RESIDENTIAL NEIGHBORHOODS

► Means

1. Variety of well-planned distinctive neighborhoods
2. Full range of high-quality homes for different lifestyles and generations
3. High percentage of homeownership
4. Northern neighborhoods developed as a new planned neighborhood with large homes (north) and traditional homes (south) with limited neighborhood retail
5. Linked to Clive Greenbelt and trail system
6. Well-maintained community spaces and infrastructure
7. Easy access to shopping and community amenities
8. Strong neighborhood associations working with residents and the City

PRINCIPLE C

EXCEPTIONAL FAMILY LIVING

► Means

1. Great place to raise children
2. Housing for grandparents to live near their grandchildren
3. Family-oriented recreational programs and activities for all generations
4. Children are safe in their neighborhood and at school – no concern for parents
5. Quality educational programs and services through the city library
6. Pet-friendly parks and amenities
7. Home offices with parents able to work at home
8. Preferred place for family living in Des Moines region
9. High-end apartments: well-designed, with amenities

PRINCIPLE D

OPPORTUNITIES FOR PERSONAL WELLNESS

► Means

1. Community valuing and supporting personal wellness
2. Convenient access to quality medical and healthcare services
3. Facilities and programs for personal fitness and wellness – biking, running, walking, exercise
4. Opportunities for outdoor and indoor personal exercise
5. Strong faith-based institutions
6. Availability of local fresh food for healthy choices
7. Integrating body, mind and spirit
8. Library outreach to meet the needs of the community and residents
9. Parks with amenities meeting community needs
10. Adequate space for recreational programming and activities

PRINCIPLE E

DISTINCTIVE CLIVE GREENBELT

► Major Access Points

- a. University Blvd: Mixed Use Development
- b. 86th: Urban Neighborhood – Retail
- c. Country Club Blvd. Dam: Public Access
- d. Brownell Sports Complex: Walnut Creek Little League Field and Park
- e. Emerald Isle: Retail
- f. Northern Neighborhoods: Natural Area
- g. Campbell Park: Park and Recreation

► Means

1. Greenbelt connections throughout the city (and cooperation with other cities)
2. Regional trail in a natural, beautiful setting
3. Public access and enjoyment
4. Greenbelt – Clive branded with wayfinding signs, including NW neighborhood
5. Well-maintained Greenbelt at a high-quality level
6. Business development along the Greenbelt
7. Greenbelt Trail connected through Country Club
8. Community focal point at 114th: venue with a variety of amenities

PRINCIPLE F

REVITALIZED 86th CORRIDOR/NEIGHBORHOODS

► Means

1. Reputation as a “great neighborhood”
2. Neighborhood parks with a variety of activities and equipment
3. Vibrant corridor that is pedestrian friendly and walkable with Greenbelt link
4. Variety of retail and restaurants
5. Enhanced public safety facility with community meeting rooms/space
6. Well-maintained businesses, livable homes and apartments that are increasing in value
7. Enhanced public transportation connections
8. City public investments in the neighborhood
9. Major corridor with design standard (with West Des Moines and Urbandale)

PRINCIPLE G

PRIDE IN CLIVE

► Means

1. Positive reputation for the Clive community in the Des Moines metro area
2. Strong community and neighborhood events and festivals with active participants
3. Residents, businesses and community organizations participating in and contributing to the Clive community
4. Public gathering places throughout the community
5. Residents taking pride in saying “I live in Clive” – strong sense of community and small-town feeling
6. Clive becoming residents’ “hometown”

CLIVE CITY GOVERNMENT **OUR MISSION**

Clive City Government

Our Mission

OUR MISSION is to provide

**HIGH QUALITY, CUSTOMER VALUED
MUNICIPAL SERVICES** in a

FINANCIALLY RESPONSIBLE MANNER

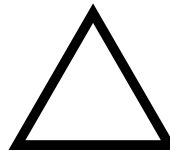
through a **DEDICATED WORKFORCE**

resulting in **SATISFIED CUSTOMERS**

and a **SUSTAINABLE CLIVE COMMUNITY**

**COST-
EFFECTIVE
DELIVERY**

**FORWARD
THINKING**



**CONTINUOUS
IMPROVEMENT**

Clive City Government

Our Mission

PRINCIPLE 1

HIGH QUALITY, CUSTOMER VALUED MUNICIPAL SERVICES

► Means

1. Understanding and defining customer expectations: service and value
2. Balancing customer expectations and willingness to pay
3. Delivering an appropriate level of service – avoid over delivering
4. Maintaining the Clive community quality of life
5. Providing a timely response to customer requests

PRINCIPLE 2

FINANCIALLY RESPONSIBLE

► Means

1. Defining core city services, service priority and service levels
2. Maintaining financial reserves consistent with city policies and national standards
3. Acting as a steward of the public resources
4. Clean Audit (every year)
5. Strategic investing in the repair and replacement in the City's infrastructure and facilities
6. Maintaining bond rating: AA₂
7. Providing appropriate resources to support defined city services
8. Spending less than available resources

PRINCIPLE 3

DEDICATED WORKFORCE

► Means

1. Maintaining positive labor-management relations
2. Developing a talented workforce with skill sets for their position
3. Hiring, retaining top quality employees
4. Having fair, competitive compensation
5. Acting with Clive Team S-P-I-R-I-T
6. Operating in an environment that emphasizes continuous improvement
7. Having city employees committed to serving the Clive community

PRINCIPLE 4

SATISFIED CUSTOMERS

► Means

1. Understanding the needs and managing expectations of the customer
2. Striving to exceed/meet customer expectations
3. Providing city service in a friendly, helpful manner
4. Providing a timely response: emergency and non-emergency
5. Dealing with customers honestly and fairly
6. Developing methods for measuring customer satisfaction
7. Customers share their positive experiences with others

PRINCIPLE 5

SUSTAINABLE COMMUNITY

► Means

1. Quality, well-maintained city infrastructure and facilities
2. Revitalizing major corridors and commercial areas
3. Maintaining a beautiful and safe community – protecting property values and reputation
4. Preserving unique neighborhoods with quality housing
5. Developing, enhancing Clive community identity, pride and spirit
6. Recreating, enhancing the quality of life in Clive – reason we live here
7. Preserving Clive as the Premier Residential Community in the Des Moines region
8. Defining, redefining and refining Clive’s vision and goals
9. Leaving Clive better than when we arrived

PRINCIPLE 6

COST-EFFECTIVE DELIVERY

► Means

1. Knowing the true cost of city services
2. Looking for and implementing ways to reduce the cost-of-service delivery
3. Evaluating service delivery options: city as the provider, partnering, contracting
4. Reducing service duplication within the City operations
5. Value engineering city service delivery to defined service level
6. Developing metrics for measuring services

PRINCIPLE 7

FORWARD THINKING

► Means

1. Identifying new, innovative approaches to city service delivery
2. Planning for city infrastructure, facilities and services
3. Understanding national trends and changing customer patterns and apply to the Clive community
4. Taking calculated risks – experimenting with a new idea/concept
5. Understanding their role and developing creative ideas and concepts to improve organization
6. Challenging current practices and the status quo

PRINCIPLE 8

CONTINUOUS IMPROVEMENT

► Means

1. Defining the outcomes and evaluating the processes
2. Determine areas for the most productive improvements – return of investment
3. Identifying and implementing ways to improve processes and expand capacity
4. Identifying and implementing ways to add value to better serve our customers
5. Reducing duplicated processes and services
6. Acting as champion for an organizational culture of process improvement

CLIVE CITY GOVERNMENT CORE BELIEFS

Clive City Government Core Beliefs

CLIVE TEAM

We S erve

We are P roductive

We act with I ntegrity

We take R esponsibility

We are I nnovative

We practice T eamwork

Clive City Government Core Beliefs – Definition

BELIEF 1

SERVE

► Means

1. Listening in Clive’s customers – their needs, concerns and expectations
2. Striving to exceed based upon our customers’ expectations
3. Developing, using service metrics to measure the quality of your service
4. Acting in a polite, courteous, fair and friendly manner
5. Looking for better ways to serve our customers
6. Looking for ways to say “yes”
7. Demonstrating in daily activities and actions a commitment to serve others
8. Providing a timely response to a service request
9. Making decisions on the best available data
10. Providing the best service possible

BELIEF 2

PRODUCTIVE

► Means

1. Planning work activities to maximize available resources
2. Taking a proactive approach – not satisfied with today, anticipating and taking the initiative
3. Taking pride in your work “product” putting your name on it
4. Completing tasks or assignments on time, within/below budget
5. Maintaining/enhancing knowledge and skill sets
6. Evaluating outcomes, learning to be better tomorrow
7. Knowing the “best practice” in your field and applying to Clive
8. Going the extra mile; giving the extra effort
9. Making decisions on the best available data
10. Showing up on time and prepared for work
11. Providing accurate, thorough reports and information

BELIEF 3

INTEGRITY

► Means

1. Acting in an ethical, honest manner – above question
2. Acting in a professional manner – meeting or exceeding professional standards
3. Delivering on commitments and promises – following through
4. Respecting others as a person, their ideas and opinions – treating others the way you want to be treated
5. Doing the right thing the first time – when no one is looking
6. Being loyal to the city and the Clive community
7. Providing an open, direct answer to a question
8. Telling the truth – being honest
9. Presenting unbiased, analytical reports with recommendations based on merits
10. Giving your best effort in the circumstances provided

BELIEF 4

RESPONSIBILITY

► Means

1. Taking personal responsibility for your actions, decisions, behaviors
2. Holding self and others accountable for the results
3. Taking ownership in the city and your job
4. Connecting the dots – vision, goals, mission linked to decisions and actions
5. Knowing and using Clive’s vision, goals, mission and core beliefs
6. Solving the problem or referring the customer to the person who can take responsibility
7. Learning from setbacks or “failures” and not repeating mistakes
8. Addressing issues – no whining or complaining
9. Making timely decisions in your area of responsibility

BELIEF 5

INNOVATIVE

► Means

1. Having an open mind to new ideas or approaches
2. Anticipating problems and developing solutions
3. Taking steps to improve organization processes
4. Looking to the future – forward thinking, not satisfied with “status quo”
5. Looking for ways to add value to our customers and our community
6. Linking process to outcomes for the community and customers
7. Identifying, evaluating and presenting new ideas or concepts
8. Trying a new idea in your daily activities
9. Coming up with a new way of conducting the city business

BELIEF 6

TEAMWORK

► Means

1. Looking at the “big picture” – avoiding “tribalism” and “silos”
2. Using the City’s goals and mission to guide team and individual actions
3. Focusing on “We” rather than “I”
4. Knowing your role, responsibilities and performance standards
5. Communicating and keeping others informed
6. Actively participating on a work team or project team
7. Looking for opportunities to engage or involve others
8. Taking time to celebrate city successes and their value to the Clive community
9. Working with others – departments, work units, community
10. Placing employees where they have a likelihood to be successful

CITY OF CLIVE PLAN 2025 – 2030

City of Clive Goals 2030

Financially Sound City Providing Services Valued by the Community



Resilient City Facilities and Infrastructure



Revitalized 86th Street Neighborhoods



Great Place to Live: The Premier Location for Families



Distinctive Clive Greenbelt

Goal 1

Financially Sound City Providing Services Valued by the Community

OBJECTIVES

1. Maintain sufficient cash reserves and appropriate budgeting practice to be resilient to community shocks
2. Maintain an excellent bond rating reflecting a responsible debt level consistent with City policies
3. Leverage city resources through partnerships, grants and shared services / facilities with other entities
4. Deliver City services in the most cost-effective and efficient manner, including emerging technologies
5. Have responsible, competitive, low tax burden for Clive residents and businesses – “best deal” in Des Moines metro area
6. Have competitive compensation and benefits, and programs for recruiting, developing, and retaining highly skilled City workforce
7. Prepare for Clive’s financial future and community buildout
8. Adapt City services to ensure fairness to all residents and to create an environment for residents to thrive

VALUE TO RESIDENTS

1. Value for their tax dollars and fees
2. Confidence in responsible financial stewardship by city leaders and managers
3. City services delivered in a professional, courteous personal manner
4. Timely and effective response to a call for service-emergency and non-emergency
5. City employees dedicated to serving the Clive community

SHORT-TERM CHALLENGES AND OPPORTUNITIES

1. Managing employee costs: salaries, benefits-pensions, health insurance and part-time seasonal wages in a highly competitive employment market
2. Approaching buildout and the impacts on future City tax base and revenues
3. Partnering and collaborating with other local governments and the community for City service delivery partnering and collaborating with other local governments and the community for City service delivery
4. Developing and supporting a long-term, sustainable financial model balancing services, service levels and revenues in light of inflationary trends, uncertain interests rates, and long-term economic changes
5. Balancing major projects funding with funding current services
6. Actions by the Iowa State Legislature pre-empting the City's ability to manage municipal finances and development, including a potential hard cap
7. Staying focused on a core number of community projects and initiatives, not stretching our City staff capacity too thin where we are not able to complete priority projects but only make little progress on many projects.
8. Building capacity of City employees through retention and training
9. Potential for burden shifting of certain social services not typically addressed by City government and understanding the City of Clive's role in those social service challenges due to decisions made by regional entities, neighboring communities or State and Federal governments
10. Maintaining consistent support to stay ahead of ever-changing cyber security threats

LONG-TERM CHALLENGES AND OPPORTUNITIES

1. Understanding and responding to Federal and State of Iowa government policies, regulations, and actions
2. Having sustainable funding for law enforcement services, including CIT
3. Identify realistic opportunities and develop a policy framework to utilize AI as a tool for service delivery and project management
4. Defining Clive's future leadership position and role in a rapidly growing and changing Des Moines metropolitan area
5. Data analytics – making the most from the city's vast amount of data to meet the needs of Community Development, Public Works, and Public Safety
6. Creating finance framework for efficient use of emerging sources

POLICY ACTIONS 2025 – 2026

	Priority
1. Financial “Dip” Plan: Report with Options and Recommendations, Direction, Funding and City Actions	<i>Top Priority</i>
2. Fire-EMS Collaboration with Multi-Communities Study: Completion, Reporting and Direction (including Concept of Fire District)	<i>Top Priority</i>
3. Clive’s Regional Role: Discussion and Framework for the Future a. CIWW b. DART c. Homelessness Blueprint d. Polk County Emergency Management	<i>Top Priority</i>
4. Organization Effectiveness, Health and Capacity: Recommendations, Direction and Funding	<i>Top Priority</i>
5. Fire Station 22 with City of West Des Moines: Report, Direction and Funding	<i>High Priority</i>
6. New Utility Billing Rate Structure and Process Improvements: Title 8 Ordinance Adjustments and Regular Water Rate Restructuring	
7. Comprehensive Financial Policy and Strategy: Report, Direction and Tax Rate	

MANAGEMENT ACTIONS 2025 – 2026

	Priority
1. AI Strategy/Capacity Building: Direction and Funding	<i>Top Priority</i>
2. Non-Union Compensation: Evaluation, Report and Direction, and Funding Implementation	<i>High Priority</i>
3. Management and Employee Succession Planning Program: Update Report	<i>High Priority</i>
4. Recreation Revenue Recovery Policy: Direction	
5. Snow Removal Policy and Related Ordinances: Best Practices, Review and Direction	
6. City Legal Services Evaluation – Firm, Team and Leadership	
7. Leisure Services Sign-Up System: Direction, Funding and Implementation	

MANAGEMENT IN PROGRESS 2025 – 2026

1. Citywide Process Improvements: Departmental Reports
2. Public Works Certification – Traffic Technician
3. Computer Replacements: Completion
 - a. Public Works
 - b. Administrative Services
4. Lucity System/Asset Management Implementation: Parks
5. Staff CDL Training Program: Development and Implementation
6. Recruitment and New Employee Orientation Process Improvements: Completion
7. City-State Legislative Agenda 2026: Approval **(DECISION)**
8. Onboarding Seasonal Employees Process Improvements: Completion (with Leisure Services)
9. Enterprise GIS System: Upgrade
10. Technology/Information Annual Security Penetration Testing: Annual Update Report on New Initiatives and Mitigation Actions
11. Financial Audit FY 24-25 Completion
12. Annual Capital Improvement Plan 2026: Update
13. Disaster Recovery/Business Continuity of Operations Framework: Document
14. Back-Up Data Center: Testing
15. Special Census: Completion
16. Bill Payment Vendor Transition: Implementation
17. Community Engagement: Annual Report and Plan
18. City Led Community Volunteer Program: Update Report

MANAGEMENT IN PROGRESS 2025 – 2026 (continued)

19. Technology Subject Matter Experts Development
20. 2025B/2026A Bond Sales: Completion (Including Bond Rating)
21. Moving the Library Circulation System from an In-House Server to Innovative Cloud Hosting **(DECISION: FY 26-27 Funding)**
22. Budget FY 26/27: Development
23. Cross Training between Administrative Services and Community Development for City Hall Reception: Completion
24. City-Federal Legislative Agenda 2026 Approval **(DECISION)**
25. Safety Training Program: Development (with Incident Review Expansion)
26. Clive's Various e-Newsletters Standardization and Electronic Version of the Monthly Utility Newsletter: Direction and Implementation
27. Breach Reporting Plan and Incident Response Team: Update
28. Employee Handbook: Annual Update and Decision: Major Life Event Leave
29. City Council Elections – Candidate Support/Information, Update City Councilmember Orientation Guide
30. Community Survey: Complete, Report and Learning Points
31. K-9 Replacement and Potential Fundraising Campaign
32. City Website Refresh – Communications Lead, Coordination w/ Departments

**MANAGEMENT IN PROGRESS 2025 – 2026
(continued)**

- 33. Police CIT Team Funding – Grant Research and Application
- 34. Increased Use of M365/SharePoint/Teams
- 35. Ongoing Greenie and Alert Iowa Adoption
- 36. Records Management (ahead of move and City Hall Renovation Project)
- 37. New Supervisor Orientation Program: Development
- 38. State Agenda Advocacy and Lobbying: Property Tax and TIF Reform
- 39. Parks Lucity – Facility Maintenance Launch State Agenda Advocacy and Lobbying: Property Tax and TIF Reform
- 40. Fire Department SOP & SOG merger/revamp
- 41. English Language Learner Classes
- 42. Senior Living Facility Outreach
- 43. Westcom Funding Support Strategy – County Participation
- 44. Body Camera Refresh
- 45. iMap Server: Decommission
- 46. City Wi-Fi Access Improvements
- 47. Door Access Security for the Public Works Facility, Water Towers, and the Special Events Facility

ON THE HORIZON 2026 – 2030

1. Financial Reserves Policy: Review and Amendment
2. Social Services: Needs Assessment, City Role, Partners, Options Direction, Funding and City Actions
3. Community Health Coordinator Position: Direction and Funding
4. State Agenda Advocacy and Lobbying: Goals, Key Issues, Direction and City Actions (Including Financial Impacts of State Actions)
5. Service Collaboration Strategy and Actions Plan: Opportunities, Potential Partners, Direction and City Actions (including Public Safety, Library and Others)
6. CIP Comprehensive Review and Reassessment: Completion, Direction and Future Funding
7. Police Staffing: Update Report, Options and Direction
 - a. CIT Direction
 - b. Computer Forensics (Full-Time Position)
8. City Services and Staffing Comprehensive Review: Inventory, Evaluation, Community Needs, Report and Direction
9. Human Resources Consulting/Executive Coaching: Evaluation, Direction and Funding
10. City Communications Enhancement Plan: Update, Direction and Actions (including Website, Electronic Newsletter, Tracking Dashboard, Content Creation/Videos, Department Specific Training)
11. Homelessness in Clive: Update Report, Direction, Funding and City Actions

Goal 2

Resilient City Facilities and Infrastructure

OBJECTIVES

1. Renovate and upgrade parks, playgrounds and trails
2. Have well-designed streets maintained consistent with City adopted policy based upon condition, traffic type and traffic volume
3. Have effective regional and local water resources management for flood protection, water quality, drinking water quality, and other community objectives
4. Reduce peak water usage
5. Upgrade/maintain City infrastructure: integrated water, sewer, stormwater and streets
6. Upgrade and have well-maintained green/resilient City infrastructure – bio-cell, rain garden, regional stormwater BMP, etc.
7. Upgrade and have well-maintained privately owned water resources infrastructure
8. Invest in and encourage community to use alternative energy sources
9. Be prepared as a City and private-property owners for the impacts due to changes in the climate
10. Balance vehicle needs and pedestrian/bike needs

VALUE TO RESIDENTS

1. Protection and enhancing property values
2. More choices for your leisure time in Clive
3. Opportunities for a healthy life style and living
4. Travel on quality roads with predictable travel times
5. Convenient access to user-friendly facilities that are responsive to community needs and expectations
6. Secure future water supply
7. City invest in a resilient future – community and City government

SHORT-TERM CHALLENGES AND OPPORTUNITIES

1. Funding for competing capital projects with limited resources and deferred projects
2. Funding operation and maintenance of existing and new City infrastructure: roads, parks, green infrastructure, natural areas, trees, trails, and utilities
3. Identifying locations and funding for stormwater improvements operations and projects
4. Adjusting City specifications and development standards to create resilient infrastructure, and balancing with aesthetically pleasing community with neighborhood expectations (Shadow Creek ponds, 86th Street redevelopment), the developer community and escalating construction costs
5. Addressing impacts of the increased frequency of wind, drought and extreme weather events
6. Balancing funding for today's services and investing in the future City facilities and infrastructure
7. Collaborating with other cities, counties and agencies on water management in the Walnut Creek Watershed
8. Managing traffic flow along the Hickman Road corridor and Greenbelt Trail, especially during the construction of the Interchange and detour routes
9. Maintaining the City staff expertise and knowledge in light of upcoming retirements

LONG-TERM CHALLENGES AND OPPORTUNITIES

1. Maintaining publicly-owned ponds and creek and managing expectations
2. Pursuing grants and funding for City infrastructure projects
3. Having sufficient source for drinking water consumption
4. Flat or potential decline in road use tax funding revenues
5. Managing fiber and cable infrastructure on right-of-way with restriction
6. Addressing trees as public infrastructure
7. State of Iowa making it increasingly difficult to manage stormwater
8. Aging aquatic center

POLICY ACTIONS 2025 – 2026

	Priority
1. Alice’s Road Corridor Plan: Road Design, Stormwater Strategy, ROW Acquisition, Trail and Collaboration with the City of Waukee and Funding	<i>Top Priority</i>
2. Major Streets/Crosswalks/More Walkable: Goals, Best Practices, Report with Options, Direction and Funding	<i>High Priority</i>
3. Water Resources Master Plan Implementation – Annual State of Clive Water Report, Grant Program, MS4 Compliance Strategy (City infrastructure and inspection focus), mapping places for future regional stormwater practices, and Water Conservation Strategy	<i>High Priority</i>
4. Street Service Level and Projects Strategy: Update PCI Data, Update Study, Report Presentation and Recommendations, Direction and Funding	<i>High Priority</i>

MANAGEMENT ACTIONS 2025 – 2026

	Priority
1. Hickman Road/I-35 Interchange Project (IDOT Project): Community Impacts, Communications, Monitoring and City Actions	<i>Top Priority</i>
2. City Hall Remodel Project – Phase 2: Completion	<i>High Priority</i>
3. University Boulevard Pump Station Relocation Project: Grant Application, Design and Funding	<i>High Priority</i>
4. Public Works Leadership Transition: Director Recruitment and Selection, Engineering Recruitment and Selection	
5. Right-of-Way Management Policy: Report and Direction	
6. Publicly Owned Pond Maintenance Policy Refinement: Direction (Including Shadow Creek)	
7. Herbicide and Pesticide Policy: Report and Direction (MS4 Review)	
8. Plan for Converting Radio to Fiber Communications in Water Distribution System: Direction and Funding	

MANAGEMENT IN PROGRESS 2025 – 2026

1. Large Meter Replacement
2. Clive Detention Basins and Ongoing Development of Repair and Retrofit Schedule Inspection
3. Clive Public Safety Center/City Hall: Maintenance Plan and Annual Review
4. Clark Street Pilot Green Infrastructure Evaluation After Action Report
5. Berkshire Boston Parkway Tree: Update Report
(DECISION)
6. “Traffic Not Stopping at Stop” Signs Policy: Direction
7. MS4: Annual Reporting, Annual Inspection, Process Improvement
8. Indian Hills Woods Flood Mitigation Grant: Notification
9. Development Infrastructure Policies/SOP (Water, Sewer, Streets and Stormwater): Review and Refinement
10. Information Handout for Private Improvements
11. Work Order System for Facilities: Direction and Funding
12. Railroad Crossing Swanson Rehabilitation: Evaluation Report
13. Sidewalk Program/Policy: Implementation and Funding
(DECISION)
14. Extreme Weather Events Action Plan: Opportunities Identification, Options, Best Practices, Direction and City Actions

MAJOR PROJECTS 2025 – 2026

1. Traffic Cabinets with ATC Cabinets Replacement: Funding
2. Annual 2026 Pavement Rehabilitation Projects: Completion
3. Emerald Isle Drive Reconstruction – Private Contractor Coordination
4. Annual Storm Sewer Intake Restoration Projects: Completion
5. Annual Sewer Lining Projects: Completion
6. Park Maintenance Lean-to: Construction
7. Flashing School Safety Systems at Douglas Avenue Shuler Elementary Waukee Replacement Project: Completion
8. Public Works Site Improvements: Design and Approval
9. NW 142nd and University Intersection Replacement: Completion
10. Public Works Lobby Security: Completion
11. Public Works Facility WiFi Hotspot Installations
12. NW 78th & NW 80th Watermain Replacement Design.
13. NW 86th Street Pavement Repair
14. Douglas Parkway and Berkshire Parkway Traffic Signalization Project

**MAJOR PROJECTS 2025 – 2026
(continued)**

15. NW 156th Street and Hickman ADA Improvements
16. NW 114th Street Bridge Repair Project
17. Forest Avenue Water Main Replacement Project.
18. 118th Street and 86th Street Automatic Valve Replacement
19. Security Camera Installation and Public Works Entrance Improvements
20. Little Walnut Creek Streambank Repairs (East of Alice)
21. City Hall Approach Replacement
22. City Hall Parking Lot Improvements/Overlay

ON THE HORIZON 2026 – 2030

1. West Des Moines University Stormwater Agreement Compliance Resolution: Direction and Funding
2. Storm Debris Policy: Goals, City Role, Best Practices, Options, Direction and City Actions (Including Inter-City Collaboration and Community Education)
3. Alternative Energy Plan – Community and City: Update Report on EV and Charging Stations, Direction, Funding and Next Steps
4. Adverse Weather Plan: Opportunities Identification, Options, Best Practices, Direction and City Actions
5. Hickman Road Widening Project: Advocacy
6. Public Facilities Naming Policy: Direction and Implementation

Goal 3

Revitalized 86th Street Neighborhoods

OBJECTIVES

1. Revitalize Linnan Park responsive to the needs of the neighborhood and serving as a catalyst for private investment
2. Have a successful library/community center offering multi-generational services, programs and activities for neighborhood residents
3. Have an improved mobility experiences for all residents (safe, convenient and interesting)
4. Have a variety of quality housing opportunities with modernized/updated homes and multi-family housing and new affordable housing options
5. Reduce University Boulevard flood risk through property acquisition
6. Connect neighborhoods to the Clive Greenbelt with effective wayfinding signage and trail connections
7. Have an engaged neighborhood (residents, businesses and
8. Have joint projects, communications tools, and services with the West Des Moines School District
9. Have a multi-use, multi-story redevelopment project completed

VALUE TO RESIDENTS

1. Increasing City revenue through the protection of property values
2. Developers and property owners investing and partnering on projects to enhance the 86th neighborhoods
3. Sense of pride in the 86th neighborhoods
4. Equitable delivery of services and activities to enhance the quality of life of residents
5. Reduction of costs associated with increasing flood risk
6. Linnan Park serving as a neighborhood asset and catalyst for private sector reinvestment
7. Services, amenities and activities responsive to the unique needs of the 86th neighborhoods

SHORT-TERM CHALLENGES AND OPPORTUNITIES

1. Future for Harbach Center – shared vision and direction
2. Defining the City’s role in revitalizing the 86th Neighborhoods
3. Collaborating with the West Des Moines School District
4. Political will and staff commitment to following through with the Vision and principals of the 86th Neighborhood Plan
5. Having a viable economic strategy and housing toolkit focusing on 86th neighborhoods
6. Leveraging City resources – chasing outside dollars
7. Building relationship and trust with neighborhoods and residents
8. Accepting an increase in gentle density
9. Achieving vertical mixed-use development in the 86th neighborhoods
10. Addressing neighborhood parking issues

LONG-TERM CHALLENGES AND OPPORTUNITIES

1. Connecting the neighborhood to the Greenbelt Trail and locating trail corridor in property owners’ property
2. City staff capacity and resources limitations
3. Perception of single-family homeowners and support of neighborhood plan
4. Creating a more walkable neighborhoods – connectivity
5. Regional stormwater management and neighborhood redevelopment
6. Maintaining affordability in the neighborhoods for current residents
7. Working with property owners, negotiations and partnerships
8. Communications and connecting with neighbors to understand City role and actions

POLICY ACTIONS 2025 – 2026

- | | Priority |
|--|---------------------|
| 1. 86 th /Alice Corner Redevelopment Direction: Vision/Outcomes, City Role and Tools, Acquisition, Community Engagement and Link to Linnan Park Project | <i>Top Priority</i> |
| 2. Harbach Center: Vision Concept and Operations, Partnership with West Des Moines School District and Update Report on Experiences and Building Conditions | <i>Top Priority</i> |

MANAGEMENT ACTIONS 2025 – 2026

- | | Priority |
|--|---------------------|
| 1. Linnan Park: Construction Complete, Neighborhood Engagement, Programming and Ribbon Cutting | <i>Top Priority</i> |
| 2. University Flood Mitigation Plan: Implementation | <i>Top Priority</i> |
| a. Buyout Program: Next Steps | |
| b. Project Scope | |

MANAGEMENT IN PROGRESS 2025 – 2026

1. Safety Review of 90th Street Trail Connection: Assessment, Modification and Funding
2. Harbach Center Mural Project: Completion
3. Harbach Boulevard Phase 2 Reconstruction Project Easement with Glacier Properties: Completion

MAJOR PROJECTS 2025 – 2026

1. Harbach Boulevard Reconstruction Phase 2 – 82nd to 86th Completion

ON THE HORIZON 2026 – 2030

1. 86th Corridor Urban Renewal Plan Update: Completion
2. Short-Term Mobility Improvement Project(s): Direction and Funding (Crosswalks, Sidewalks, etc.)
3. Neighborhood Access to Greenbelt: Update, Direction and City Actions (Commercial Property Access to Greenbelt)
4. 86th Street Neighborhoods Mobility (Long-Term) Grant: Phase 1
5. Swanson House/Depot/Park Property: Resolution
6. 86th Street Neighborhoods Revitalization Plan: Neighborhood Activation
7. Single-Family Home Upgrade/Modernization Program for 86th Street Neighborhoods: Desired Outcomes, Report with Options, City Role, Direction and Funding
8. 82nd Trail Connection: Land Acquisition, Design and Funding

Goal 4

Great Place to Live: The Premier Location for Families

OBJECTIVES

1. Upgrade current existing trails, parks, and playgrounds
2. Develop Northwest area consistent with City vision and plans
3. Have a range of housing options for residents – ownership and rental, attached and detached
4. Be recognized as a welcoming community for all family generations
5. Have a great library with exceptional programs and services with outreach to the entire community
6. Have strong community events and programming that bring our community together – residents meeting residents
7. Have safe and healthy community, including physical and mental health
8. Understand and address the differences in perceptions and opinions of City services among Clive residents

VALUE TO RESIDENTS

1. Enhanced single-family home values
2. Convenience with easy access to leisure and recreational activities and programming
3. Neighbors knowing and helping neighbors and contributing to a better Clive community
4. Choice of great neighbors and quality homes
5. Taking pride in saying "I live in Clive"
6. Residents having a sense of shared responsibilities for the Clive community and their neighborhoods

SHORT-TERM CHALLENGES AND OPPORTUNITIES

1. Aging housing stock needing maintenance and upgrade
2. Collaborating and partnering with City of Urbandale, City of West Des Moines, City of Waukee and others municipalities
3. Integrating stormwater management tools in neighborhood amenities
4. Defining the City's role: degree of regulations/enforcement in shaping development and redevelopment
5. Expectations of future development and infill implementation
6. Need to increased range of housing choices and price points – mixed-use, multi-family, smaller homes, renovated/modernized older homes, new larger homes, accessory dwelling units (ADU)
7. Increasing traffic volume and limited road capacity/rightsizing road capacity for traffic volume
8. Addressing the increase number of single-family rental housing
9. Willingness to make difficult decisions when confronted by resistance from residents
10. Fair delivery of City services

LONG-TERM CHALLENGES AND OPPORTUNITIES

1. Acceptance and impacts of Accessory Dwelling Units (ADU) policies/regulations implementation
2. City role and owner responsibility in addressing public and private-owned trees to expand the canopy
3. Rightsizing rental housing program
4. Development and partnership to have options and services for mental health needs – suicide, opioids, etc.
5. Aging tree canopy and the lasting impacts of emerald ash borers
6. Updating Building Codes – more sustainable buildings and potential State of Iowa changing and weakening regulations
7. Defining appearance and property maintenance standards among businesses, property owners, and tenants with differing standards
8. Addressing homeless situation and understanding the impact of decisions and actions from other cities in the Des Moines metropolitan area
9. Maintaining full staffing for Police and Fire
10. Determining direction and funding for public art

POLICY ACTIONS 2025 – 2026

	Priority
1. Housing Preservation Strategy/Policies/ Programs: Aging Housing Data Collection, Goals/Desired Outcomes, Best Practices, Options, Direction, and Funding (Including Single-Family Homes)	<i>High Priority</i>
2. University Avenue Corridor Redevelopment: Outcomes/Vision, Problem Areas, Options, Direction and City Actions (in Partnership with the City of West Des Moines)	

MANAGEMENT ACTIONS 2025 – 2026

	Priority
1. Economic Development through the Greater Dallas County Development Alliance: Membership Execution and Reports	<i>Top Priority</i>
2. Clive-WDM Schools Collaboration – Indian Hills Greenspace Redevelopment/Master Plan	<i>High Priority</i>
3. Rental Housing Registration and Inspection Program: Program Goals, Options, Direction and Funding	<i>High Priority</i>
4. Aquatic Center Scholarship Program and Regional Pass: Partnership, Direction and Funding	
5. Building Code Update: Adoption	

MANAGEMENT IN PROGRESS 2025 – 2026

1. Development Facilitation
 - a. Dehner Distillery
 - b. Shadow Creek – Area
 - c. Emerald Isle – Area
 - d. Fortress Bank
2. Library Fine Free: Annual Report
3. Development Standards Manual/Zoning Ordinance Update: Mayor and City Council Decision
4. Substantial Damage/Substantial Improvement Management Plan
5. Clive Festival 2026 – 50th Anniversary
6. Library 25th Anniversary Celebration

MAJOR PROJECTS 2025 – 2026

1. Canary Park Detention Drainage Improvements
2. Neighborhood Park Signs Annual Replacement Program: Completion – Trail/911 Safety Sign Focus

ON THE HORIZON 2026 – 2030

1. Alice’s Road Park Development
2. Comprehensive Plan Update – Post-Buildout: Direction and Funding
3. Horizon Event Center and Porter Shelter: Visioning and Direction
4. Property Maintenance Codes and Compliance Refinement: Goals, Best Practices, Options, Direction and Implementation
5. Affordable Housing Policies: Definition – Affordable, Best Practices, Goals for Clive, Options, City Role and Direction
6. Public Art Program: Direction and Funding Mechanism
7. Playground Reinvestment/Replacement Strategy: Direction and Funding
8. 114th/Campus Drive Development: Concept, Options, City Role, Direction and Funding
9. Dog Park(s): Concept, Best Practices, Options, Locations, Direction and Funding
10. Wildlife Issue Resolution: City Role, Direction and City Actions
11. Community Rating System for Upgrade to Class 3: Direction and Completion
12. NW Neighborhoods Development Update and Next Steps (Including Parkland, Columbarium and Affordable Housing)
13. Internal City-Chamber Economic Development Plan: Roles and Responsibilities, Plan Development, Direction, and City Action

Goal 5

Distinctive Clive Greenbelt

OBJECTIVES

1. Improve flood mitigation projects and maintenance
2. Connect neighborhoods and businesses to the Clive Greenbelt with effective wayfinding signage and other enhancements
3. Improve and have ecologically sound Greenbelt natural area
4. Complete Greenbelt Landing and initial planning on Porter Shelter Area and Campbell Park Bridge
5. Expand community partnerships and funding for capital, operational, maintenance costs and funding for capital and operations items
6. Improve water quality throughout the Watershed area
7. Maximize investment from regional projects impacting the Clive Greenbelt
8. Use the Clive Greenbelt as an investment and fund-raising opportunity to generate revenues to the City for maintenance, public art, etc.
9. Have residents and businesses understanding the value of and City actions associated with the Clive Greenbelt
10. Have well-maintained and safe Clive Greenbelt Trail

VALUE TO RESIDENTS

1. Preservation and enhancement of Clive’s major asset – the Greenbelt
2. Opportunities to enjoy the Greenbelt
3. Easy, convenient access to the trail and Greenbelt
4. Beautiful Walnut Creek
5. Clive Greenbelt – a major community destination
6. Clive Greenbelt – our identity and community connection/focal point
7. Healthy and ecological sound Greenbelt

SHORT-TERM CHALLENGES AND OPPORTUNITIES

1. Aging, deteriorating trail needing major repairs, replacement and project funding
2. Addressing safety issues related with speed along the trails
3. Managing water quality and flood control, including erosion
4. Seeking outside funding sources including grants, wetland banking and private fund raising
5. Developing and sustaining long-term partnerships: Nature Conservancy, Polk County Soil and Water, DNR, Polk County Conservation, ICON and other groups
6. Private property encroachment along the Clive Greenbelt and determining City actions
7. Regional projects impacting the Clive Greenbelt especially accessibility to the trail

LONG-TERM CHALLENGES AND OPPORTUNITIES

1. Solving connectivity problems to the Clive Greenbelt in specific neighborhoods
2. Managing expectations of adjacent property owners and Greenbelt users
3. Vegetation control and invasive plant species and City funding
4. Determining appropriate businesses at appropriate locations along the Greenbelt
5. Expectations of safe trail crossings for pedestrians and bikes
6. Successful integration of the Shadow Creek neighborhoods within the Clive Greenbelt
7. Sustaining trail interconnectivity to regional trail system

POLICY ACTIONS 2025 – 2026

- | | Priority |
|--|----------------------|
| 1. Speeding and Safety on Trails: Problems, Report with Options, Revise Ordinance Link to MAC (Including Electric Bikes) | <i>High Priority</i> |
| 2. Encroachments Policy/Strategy/City Actions: Problem Analysis, Report with Options, Degree of Aggressiveness, Community Engagement, and Direction | <i>High Priority</i> |
| 3. Little Walnut Creek Greenbelt Improvement (West of Alice’s Road)– Streambank Restoration and Trail Extension/Connection to Waukee: Design, Construction, Funding and Land Acquisition | |

MANAGEMENT ACTIONS 2025 – 2026

- | | Priority |
|--|---------------------|
| 1. Greenbelt Landing Project: Construction, Dedication, Programming and Clive Festival 2026 | <i>Top Priority</i> |
| 2. Wastewater Reclamation Authority (WRA) Parallel Trunk Sewer Installation – Impacts to the Greenbelt | |

MANAGEMENT IN PROGRESS 2025 – 2026

1. Greenbelt Trail Education Campaign Safety and Etiquette
2. Greenbelt Landing Small Donor (Goal: \$100,000)
3. Future Glow Trail Location: Identification
4. Greenbelt Music Festival Partnership – Greenbelt Landing Stage

MAJOR PROJECTS 2025 – 2026

1. Annual Greenbelt Trail Maintenance Projects
 - a. 73rd – 100th
 - b. I-35 – Campbell Park
2. Greenbelt Restoration: Phase 2

ON THE HORIZON 2026 – 2030

1. Stream Buffer Ordinance: Adoption
2. Soft Trails: Recommendations and Review
3. City Organization Greenbelt: Maintenance/ Management/ Coordination Plan Assessment, Organization Adjustments, Performance Oversight
4. Campbell Bridge Project: Direction and Funding
5. Porter Shelter Project: Direction and Funding

CITY OF CLIVE ACTION AGENDA 2025 – 2026

City of Clive Policy Agenda 2025 – 2026

TOP PRIORITY

Financial “Dip” Plan:

Report with Options and Recommendations, Direction, Funding and City Actions

Fire-EMS Collaboration with Multi-Communities Study:

Completion, Reporting and Direction (including Concept of Fire District)

Clive’s Regional Role: Discussion and Framework for the Future

- **CIWW**
- **DART**
- **Homelessness Blueprint**
- **Polk County Emergency Management**

Organization Effectiveness, Health and Capacity: Recommendations, Direction and Funding

Alice’s Road Corridor Plan:

Road Design, Stormwater Strategy, ROW Acquisition, Trail and Collaboration with the City of Waukee and Funding

86th/Alice Corner Redevelopment Direction:

Vision/Outcomes, City Role and Tools, Acquisition, Community Engagement and Link to Linnan Park Project

Harbach Center:

**Vision Concept and Operations, Partnership with West Des Moines School District
and Update Report on Experiences and Building Conditions**

HIGH PRIORITY

Housing Preservation Strategy/Policies/Programs:

**Aging Housing Data Collection, Goals/Desired Outcomes, Best Practices, Options, Direction, and Funding
(Including Single-Family Homes)**

Major Streets/Crosswalks/More Walkable:

Goals, Best Practices, Report with Options, Direction and Funding

Fire Station 22 with City of West Des Moines:

Report, Direction and Funding

Water Resources Master Plan Implementation:

Annual State of Clive Water Report, Grant Program, MS4 Compliance Strategy (City infrastructure and inspection focus), mapping places for future regional stormwater practices, and Water Conservation Strategy

Street Service Level and Projects Strategy:

Update PCI Data, Update Study, Report Presentation and Recommendations, Direction and Funding

Speeding and Safety on Trails:

Problems, Report with Options, Revise Ordinance Link to MAC (Including Electric Bikes)

Encroachments Policy/Strategy/City Actions:

Problem Analysis, Report with Options, Degree of Aggressiveness, Community Engagement, and Direction

City of Clive Management Agenda 2025 – 2026

TOP PRIORITY

**Hickman Road/I-35 Interchange Project (IDOT Project):
Community Impacts, Communications, Monitoring and City Actions**

**Linnan Park:
Construction Complete, Neighborhood Engagement, Programming and Ribbon Cutting**

**AI Strategy/Capacity Building:
Direction and Funding**

University Flood Mitigation Plan: Implementation

- **Buyout Program: Next Steps**
- **Project Scope**

Economic Development through the Greater Dallas County Development Alliance: Membership Execution and Reports

**Greenbelt Landing Project:
Construction, Dedication, Programming and Clive Festival 2026**

HIGH PRIORITY

City Hall Remodel Project – Phase 2: Completion

**Rental Housing Registration and Inspection Program:
Program Goals, Options, Direction and Funding**

**Non-Union Compensation:
Evaluation, Report and Direction, and Funding Implementation**

**University Boulevard Pump Station Relocation Project:
Grant Application, Design and Funding**

Clive-WDM Schools Collaboration – Indian Hills Greenspace Redevelopment/Master Plan

Management and Employee Succession Planning Program: Update Report

City of Clive

Management in Progress 2025 – 2026

Citywide Process Improvements: Departmental Reports

Public Works Certification – Traffic Technician

Computer Replacements: Completion - Public Works and Administrative Services

Lucity System/Asset Management Implementation: Parks

Staff CDL Training Program: Development and Implementation

Recruitment and New Employee Orientation Process Improvements: Completion

City-State Legislative Agenda 2026: Approval (**DECISION**)

Onboarding Seasonal Employees Process Improvements: Completion (with Leisure Services)

Enterprise GIS System: Upgrade

Technology/Information Annual Security Penetration Testing: Annual Update Report on New Initiatives and Mitigation Actions

Financial Audit FY 24-25 Completion

Annual Capital Improvement Plan 2026: Update

Disaster Recovery/Business Continuity of Operations Framework: Document

Management in Progress 2025 – 2026

Back-Up Data Center: Testing

Special Census: Completion

Bill Payment Vendor Transition: Implementation

Community Engagement: Annual Report and Plan

City Led Community Volunteer Program: Update Report

Technology Subject Matter Experts Development

2025B/2026A Bond Sales: Completion (Including Bond Rating)

Moving the Library Circulation System from an In-House Server to Innovative Cloud Hosting: **(DECISION: Budget FY 26-27 Funding)**

Budget FY 26/27: Development

Cross Training between Administrative Services and Community Development for City Hall Reception: Completion

City-Federal Legislative Agenda 2026 Approval **(DECISION)**

Safety Training Program: Development (with Incident Review Expansion)

Clive's Various e-Newsletters Standardization and Electronic Version of the Monthly Utility Newsletter: Direction and Implementation

Management in Progress 2025 – 2026

Breach Reporting Plan and Incident Response Team: Update

Employee Handbook: Annual Update and Decision: Major Life Event Leave

City Council Elections – Candidate Support/Information, Update City Councilmember Orientation Guide

Community Survey: Complete, Report and Learning Points

K-9 Replacement and Potential Fundraising Campaign

City Website Refresh – Communications Lead, Coordination with Departments

Police CIT Team Funding – Grant Research and Application

Increased Use of M365/SharePoint/Teams

Ongoing Greenie and Alert Iowa Adoption

Records Management (ahead of move and City Hall Renovation Project)

New Supervisor Orientation Program: Development

State Agenda Advocacy and Lobbying: Property Tax and TIF Reform

Parks Lucity – Facility Maintenance Launch

Fire Department SOP & SOG Merger/Revamp

Management in Progress 2025 – 2026

English Language Learner Classes

Senior Living Facility Outreach

Westcom Funding Support Strategy – County Participation

Body Camera Refresh

iMap Server: Decommission

City Wi-Fi Access Improvements

Door Access Security for the Public Works Facility, Water Towers, and the Special Events Facility

Large Meter Replacement

Clive Detention Basins and Ongoing Development of Repair and Retrofit Schedule Inspection

Clive Public Safety Center/City Hall: Maintenance Plan and Annual Review

Clark Street Pilot Green Infrastructure Evaluation After Action Report

Berkshire Boston Parkway Tree: Update Report (**DECISION**)

“Traffic Not Stopping at Stop” Signs Policy: Direction

MS4: Annual Reporting, Annual Inspection, Process Improvement

Management in Progress 2025 – 2026

Indian Hills Woods Flood Mitigation Grant: Notification

Development Infrastructure Policies/SOP (Water, Sewer, Streets and Stormwater): Review and Refinement

Information Handout for Private Improvements

Work Order System for Facilities: Direction and Funding

Railroad Crossing Swanson Rehabilitation: Evaluation Report

Sidewalk Program/Policy: Implementation and Funding (**DECISION**)

Extreme Weather Events Action Plan: Opportunities Identification, Options, Best Practices, Direction and City Actions

Safety Review of 90th Street Trail Connection: Assessment, Modification and Funding

Harbach Center Mural Project: Completion

Harbach Boulevard Phase 2 Reconstruction Project Easement with Glacier Properties: Completion

Development Facilitation: Dehner Distillery; Shadow Creek – Area; Emerald Isle – Area and Fortress Bank

Library Fine Free: Annual Report

Development Standards Manual/Zoning Ordinance Update: Mayor and City Council Decision

Substantial Damage/Substantial Improvement Management Plan

Management in Progress 2025 – 2026

Clive Festival 2026 – 50th Anniversary

Library 25th Anniversary Celebration

Greenbelt Trail Education Campaign Safety and Etiquette

Greenbelt Landing Small Donor (Goal: \$100,000)

Future Glow Trail Location: Identification

Greenbelt Music Festival Partnership – Greenbelt Landing Stage

City of Clive

Major Projects 2025 – 2026

Traffic Cabinets with ATC Cabinets Replacement: Funding

Annual 2026 Pavement Rehabilitation Projects: Completion

Emerald Isle Drive Reconstruction – Private Contractor Coordination

Annual Storm Sewer Intake Restoration Projects: Completion

Annual Sewer Lining Projects: Completion

Park Maintenance Lean-to: Construction

Flashing School Safety Systems at Douglas Avenue Shuler Elementary Waukee Replacement Project: Completion

Public Works Site Improvements: Design and Approval

NW 142nd and University Intersection Replacement: Completion

Public Works Lobby Security: Completion

Public Works Facility WiFi Installations

NW 78th & NW 80th Watermain Replacement Design

NW 86th Street Pavement Repair

Douglas Parkway and Berkshire Parkway Traffic Signalization Project

City of Clive

Major Projects 2025 – 2026

NW 156th Street and Hickman ADA Improvements

NW 114th Street Bridge Repair Project

Forest Avenue Water Main Replacement Project

118th Street and 86th Street Automatic Valve Replacement

Security Camera Installation and Public Works Entrance Improvements

Little Walnut Creek Streambank Repairs (East of Alice)

City Hall Approach Replacement

City Hall Parking Lot Improvements/Overlay

Harbach Boulevard Reconstruction Phase 2 – 82nd to 86th Completion

Canary Park Detention Drainage Improvements

Neighborhood Park Signs Annual Replacement Program: Completion – Trail/911 Safety Sign Focus

Annual Greenbelt Trail Maintenance Projects: 73rd – 100th and I-35 – Campbell Park

Greenbelt Restoration: Phase 2

RESOLUTION NO. _____

RESOLUTION APPROVING THE CLIVE 2025-2030 STRATEGIC PLAN

WHEREAS, the City approved a new strategic plan in 2012; and

WHEREAS, over the past two months the City has worked through an update to the previously approved strategic plan; and

WHEREAS, a five-year strategic plan outlining specific goals, objectives and action steps is now before the City Council; and

NOW, THEREFORE, be it resolved by the City Council of Clive, Iowa that the Clive 2025-2030 Strategic Plan attached hereto is hereby approved.

PASSED AND APPROVED this 9th day of October, 2025.

CITY OF CLIVE, IOWA

By: _____
John Edwards, Mayor

ATTEST:

By: _____
Matthew Graham, City Clerk



Memo

TO: Mayor and Council members

FROM: Elizabeth Hansen, Director of Administrative Services

DATE: October 9, 2025

RE: Resolution Setting Public Hearing (10/23/2025, 6:00 p.m.) for the sale of General Obligation Urban Renewal Bonds, Series 2025B and authorizing the use of a Preliminary Official Statement in connection therewith

SYNOPSIS:

The resolutions of this meeting will set the date of the sale of the 2025B GO Urban Renewal Bonds for Thursday, October 23. This resolution will also approve the electronic bidding process and the attached Preliminary Official Statement (POS). PFM assists in the preparation of the POS, but the ultimate responsibility for its accuracy remains with the City. If you have any questions as you review, please do not hesitate to reach out.

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.

As stated at the last City Council meeting, the credit call with Standard & Poor's took place on September 25. Matt and I, and PFM staff participated in the call. The results of the review will be received on or before October 8.

Following the public hearing, for your consideration is a resolution that expresses the City's intent to set the date of the sale and issue the bonds. It also authorizes the use of the preliminary official statement. The Notice of Sale will be published next week as required by law. The remaining schedule for the borrowing is as follows:

- 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 - Closing and delivery of funds

Attachments:

1. Auth POS Set Formal Sale GO UR Series 2025B
2. Clive_Iowa_Series_2025B_GO UR_Preliminary_Official_Statement 10-2-2025

MINUTES TO SET DATE FOR SALE OF
BONDS AND AUTHORIZE OFFICIAL
STATEMENT FOR BONDS

421346-96

Clive, Iowa

October 9, 2025

The City Council of the City of Clive, Iowa, met on October 9, 2025, at ____ o'clock
____.m. at the City Hall Chambers, Clive, Iowa.

The meeting was called to order by the Mayor, and the roll being called, the following
named Council Members were present and absent:

Present: _____

Absent: _____.

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 setting the date for the sale of General Obligation Urban Renewal Bonds, Series 2025B and authorizing the use of a preliminary official statement in connection therewith

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, a Preliminary Official Statement (the “P.O.S.”) has been prepared to facilitate the sale of General Obligation Urban Renewal Bonds, Series 2025B (the “Bonds”) to be issued in evidence of the obligation of the City under the Loan Agreement, and it is now necessary to make provision for the approval of the P.O.S. and to authorize its use by PFM Financial Advisors LLC, as municipal financial advisor (the “Municipal Advisor”) to the City; and

WHEREAS, it is now necessary to fix a date of meeting of the City Council to consider bids and take action for the sale and issuance of Bonds and to give proper notice of such sale, as required by Chapter 75 of the Code of Iowa;

NOW, THEREFORE, Be It Resolved by the City Council of the City of Clive, Iowa, as follows:

Section 1. The City staff is hereby authorized to take such action as shall be deemed necessary and appropriate, with the assistance of the Municipal Advisor, to prepare the P.O.S. describing the Bonds and providing for the terms and conditions of their sale, and all action heretofore taken in this regard is hereby ratified and approved.

Section 2. The use by the Municipal Advisor of the P.O.S. in substantially the form as has been presented to and considered by the City Council is hereby approved, and the Municipal Advisor is hereby authorized to prepare and use a final Official Statement for the Bonds substantially in the form of the P.O.S. but with such changes therein as are required to conform the same to the terms of the Bonds and the resolution, when adopted, providing for the sale and issuance of the Bonds, and the Director of Administrative Services is hereby authorized and directed to execute a final Official Statement for the Bonds, if requested by the Municipal Advisor. The P.O.S. as of its date is deemed final by the City within the meaning of Rule 15(c)(2)-12 of the Securities and Exchange Commission.

Section 3. Sealed bids for the purchase of the Bonds shall be received and canvassed on behalf of the City until 10:00 a.m. on October 23, 2025, at the office of the Director of Administrative Services, at the City Hall, in the City, and the City Council shall meet on the same date at 6:00 p.m., at the City Hall Chambers, Clive, Iowa, for the purpose of considering such bids

received and considering and passing a resolution providing for the award of the Bonds, and the Municipal Advisor is hereby authorized and directed to disseminate the notice of said sale, in compliance with the Internal Revenue Service regulations governing "Issue Price" determinations. The City Clerk is hereby authorized and directed to disseminate the notice of said sale, such notice to be in substantially the following form, and also to be published at least once, not less than four (4) and not more than twenty (20) days before the October 23, 2025 sale date, in a newspaper of general circulation in Polk County:

**NOTICE OF SALE
CITY OF CLIVE, IOWA
\$5,625,000 GENERAL OBLIGATION URBAN RENEWAL BONDS, SERIES 2025B**

Bids will be received on behalf of the City of Clive, Iowa, until 10:00 a.m. on October 23, 2025, for the purchase of \$5,625,000* General Obligation Urban Renewal Bonds, Series 2025B (the “Bonds”) of the City.

Any of the methods set forth below may be used, but no open bids will be accepted:

Sealed Bidding: Sealed bids will be received by the office of the Director of Administrative Services, City of Clive, City Hall, 1900 NW 114th Street, Clive, Iowa 50325 until 10:00 a.m. CDT.

Electronic Internet Bidding: Electronic internet bids will be received at the office of the City’s Municipal Advisor, PFM Financial Advisors LLC, 801 Grand Avenue, Suite 3300, Des Moines, Iowa 50309 until 10:00 a.m. CDT and must be submitted through PARITY®.

After the deadline for receipt of bids has passed, sealed bids that have been timely received will be opened and announced, and electronic internet bids will be accessed and announced. All bids will be presented to the City Council for consideration at its meeting to be held at 6:00 p.m., on October 23, 2025, at the City Hall, Clive, Iowa.

The Bonds will be issued as fully registered bonds in denominations of \$5,000 or any integral multiple thereof, will be dated November 13, 2025, will bear interest payable semiannually on each June 1 and December 1 to maturity, commencing June 1, 2026, and will mature on each June 1 in the following years and amounts:

<u>Date</u>	<u>Principal</u>	<u>Date</u>	<u>Principal</u>
2026	\$300,000	2034	\$385,000
2027	\$275,000	2035	\$405,000
2028	\$290,000	2036	\$425,000
2029	\$300,000	2037	\$440,000
2030	\$315,000	2038	\$460,000
2031	\$335,000	2039	\$480,000
2032	\$350,000	2040	\$500,000
2033	\$365,000		

*The City reserves the right to increase or decrease the aggregate principal amount of the issue. Any change will be in increments of \$5,000 and may be made in any of the maturities. The purchase price will be adjusted proportionately to reflect any change in issue size.

The right is reserved to the City to call and redeem all of the Bonds maturing in the years 2034 to 2040, inclusive, in whole or from time to time in part, in one or more units of \$5,000, on June 1, 2033, or on any date thereafter prior to and in any order of maturity (and within a maturity by lot), upon terms of par and accrued interest.

All bids must be for not less than a par amount of \$5,557,500, plus accrued interest. The legal opinion of Dorsey & Whitney LLP, Attorneys, Des Moines, Iowa, will be furnished by the City.

A good faith deposit of ONE PERCENT OF PAR (\$56,250) is required of the successful bidder and may be forfeited to the City in the event the successful bidder fails or refuses to take and pay for the Bonds.

The City reserves the right to reject any or all bids and to waive irregularities in any bid.

The Bonds are being issued pursuant to the provisions of Chapter 384 of the Code of Iowa and will constitute general obligations of the City, payable from taxes levied upon all the taxable property in the City without limitation as to rate or amount.

Bidders should be aware that the official terms of offering to be published in the Official Statement for the Bonds contain additional bidding terms and information relative to the Bonds, including, without limitation, requirements regarding the establishment of issue price for the Bonds. Bidders should prepare their bids on the assumption that the Bonds will be subject to the “hold-the-offering-price” rule, if the requirements for a competitive sale have not been met. Any bid submitted pursuant to this Notice of Sale will be considered a firm offer for the purchase of the Bonds, and bids submitted will not be subject to cancellation or withdrawal. In the event of a variance between statements in this Notice of Sale (except with respect to the time and place of the sale of the Bonds and the principal amount offered for sale) and said official terms of offering, the provisions of the latter shall control.

By order of the City Council of the City of Clive, Iowa.

Matthew Graham
City Clerk

Section 4. Pursuant to Section 75.14 of the Code of Iowa, the City Council hereby authorizes the use of electronic bidding procedures for the sale of the Bonds through PARITY®, and hereby finds and determines that the PARITY® competitive bidding system will provide reasonable security and maintain the integrity of the competitive bidding process and will facilitate the delivery of bids by interested parties under the circumstances of this bond sale.

Section 5. All resolutions or parts thereof in conflict herewith are hereby repealed to the extent of such conflict.

Section 6. This resolution shall be in full force and effect immediately upon its adoption and approval, as provided by law.

Passed and approved October 9, 2025.

Mayor

Attest:

City Clerk

ATTESTATION CERTIFICATE

STATE OF IOWA
DALLAS AND POLK COUNTIES SS:
CITY OF CLIVE

I, the undersigned, City Clerk of the City of Clive, do hereby certify that attached hereto is a true and correct copy of all of the proceedings of the City Council relating to the fixing of a date for the sale of General Obligation Urban Renewal Bonds, Series 2025B and approving a preliminary official statement for the sale of the Bonds, as referred to herein.

WITNESS MY HAND this _____ day of _____, 2025.

City Clerk

PUBLICATION CERTIFICATE

(PLEASE NOTE: Do not date and return this certificate until you have received the publisher's affidavit and have verified that the notice of sale was published on the date indicated in the affidavit but please return all other completed pages to us as soon as they are available.)

STATE OF IOWA

DALLAS AND POLK COUNTIES

SS:

CITY OF CLIVE

I, the undersigned, City Clerk of the City of Clive, Iowa, do hereby certify that pursuant to the resolution of the City Council fixing a date for the sale of General Obligation Urban Renewal Bonds, Series 2025B, the notice, of which the printed slip attached to the publisher's affidavit hereto attached is a true and complete copy, was published on the date and in the newspaper specified in such affidavit, which newspaper is located in Polk County.

WITNESS MY HAND this ____ day of _____, 2025.

City Clerk

(Attach here publisher's original affidavit with clipping of the notice of sale as published.)

This Preliminary Official Statement and the information contained herein are subject to completion, amendment or other change without notice. The Bonds may not be sold nor may offers to buy be accepted prior to the time the Preliminary Official Statement is delivered in final form. Under no circumstances shall this Preliminary Official Statement constitute an offer to sell or the solicitation of an offer to buy, nor shall there be any sale of the Bonds in any jurisdiction in which such offer, solicitation or sale would be unlawful prior to registration or qualification under the applicable securities laws of any such jurisdiction.

PRELIMINARY OFFICIAL STATEMENT DATED OCTOBER 9, 2025

New Issue

Rating: S&P Global Ratings ‘___’

In the opinion of Dorsey & Whitney LLP, Bond Counsel, according to present laws, rulings and decisions and assuming the accuracy of certain representations and compliance with certain covenants, the interest on the Bonds (i) is excluded from gross income for federal income tax purposes under Section 103 of the Internal Revenue Code of 1986 (the “Code”), and (ii) is not an item of tax preference for purposes of the federal alternative minimum tax imposed on noncorporate taxpayers by Section 55 of the Code. Interest on the Bonds may, however, be taken into account in determining adjusted financial statement income for purposes of the federal alternative minimum tax imposed on applicable corporations (as defined in Section 59(k) of the Code). In the opinion of Bond Counsel, the Bonds are NOT “qualified tax-exempt obligations” within the meaning of Section 265(b)(3) of the Code. Interest on the Bonds is exempt from the taxes imposed by Subchapter II (Personal Net Income Tax) and Subchapter III (Business Tax on Corporations) of Chapter 422 of the Code of Iowa, as amended. Interest on the Bonds is subject to the taxes imposed by Subchapter V (Taxation of Financial Institutions) of Chapter 422 of the Code of Iowa, as amended. See “TAX EXEMPTION AND RELATED TAX MATTERS” herein.

CITY OF CLIVE, IOWA

\$5,625,000* General Obligation Urban Renewal Bonds, Series 2025B

BIDS RECEIVED: Thursday, October 23, 2025, 10:00 A.M., Central Time

AWARD: Thursday, October 23, 2025, 6:00 P.M., Central Time

Dated: Date of Delivery (November 13, 2025)

Principal Due: June 1, as shown inside front cover

The \$5,625,000* General Obligation Urban Renewal Bonds, Series 2025B (the “Bonds”) are being issued pursuant to Subchapter III of Chapter 384 and Chapter 403 of the Code of Iowa, as amended, and a resolution to be adopted by the City Council of the City of Clive, Iowa (the “City”). The Bonds are being issued for the purpose of paying the costs, to that extent, of constructing street, water system, storm water drainage, sanitary sewer system, and sidewalk improvements, including rights of way acquisition and other incidental improvements in the public rights-of-way; and acquiring and installing street lighting, signage and signalization improvements. The purchaser of the Bonds agrees to enter into a loan agreement (the “Loan Agreement”) with the City pursuant to the authority contained in Section 384.24A of the Code of Iowa. The Bonds are issued in evidence of the City’s obligations under the Loan Agreement. The Bonds and the interest thereon are general obligations of the City and all taxable property within the corporate boundaries of the City is subject to the levy of taxes to pay the principal of and interest on the Bonds without constitutional or statutory limitation as to rate or amount.

The Bonds will be issued as fully registered Bonds without coupons and, when issued, will be registered in the name of Cede & Co., as nominee of The Depository Trust Company (“DTC”). DTC will act as securities depository for the Bonds. Individual purchases may be made in book-entry-only form in the principal amount of \$5,000 and integral multiples thereof. The purchaser will not receive certificates representing their interest in the Bonds purchased. Principal of the Bonds, payable annually on each June 1, beginning June 1, 2026 and interest on the Bonds, payable initially on June 1, 2026, and thereafter on each December 1 and June 1, will be paid to DTC by the City’s Registrar/Paying Agent, UMB Bank N.A., West Des Moines, Iowa (the “Registrar”). DTC will in turn remit such principal and interest to its participants for subsequent disbursements to the beneficial owners of the Bonds as described herein. Interest and principal shall be paid to the registered holder of a bond as shown on the records of ownership maintained by the Registrar as the 15th day of the month preceding such interest payment date (the “Record Date”).

THE BONDS WILL MATURE AS LISTED ON THE INSIDE FRONT COVER

MINIMUM BID:	\$5,557,500
GOOD FAITH DEPOSIT:	\$56,250 Required of Purchaser Only
TAX MATTERS:	Federal: Tax-Exempt State: Tax-Exempt See “TAX EXEMPTION AND RELATED TAX MATTERS” for more information.

The Bonds are offered, subject to prior sale, withdrawal or modification, when, as, and if issued subject to the legal opinion as to legality, validity and tax exemption of Dorsey & Whitney LLP, Bond Counsel, Des Moines, Iowa, to be furnished upon delivery of the Bonds. It is expected the Bonds will be available for delivery on or about November 13, 2025 via Fast Automated Securities Transfer delivery with the Registrar holding the Bonds on behalf of DTC in New York, New York. This Preliminary Official Statement in the form presented is deemed final for purposes of Rule 15c2-12 of the Securities and Exchange Commission, subject to revisions, corrections of modifications as determined to be appropriate, and is authorized to be distributed in connection with the offering of the Bonds for sale.

* Preliminary; subject to change.

CITY OF CLIVE, IOWA

\$5,625,000* General Obligation Urban Renewal Bonds, Series 2025B

MATURITY: The Bonds will mature June 1 in the years and amounts as follows:

<u>Year</u>	<u>Amount*</u>	<u>Year</u>	<u>Amount*</u>
2026	\$300,000	2034	\$385,000
2027	275,000	2035	405,000
2028	290,000	2036	425,000
2029	300,000	2037	440,000
2030	315,000	2038	460,000
2031	335,000	2039	480,000
2032	350,000	2040	500,000
2033	365,000		

*** PRINCIPAL**

ADJUSTMENT: Preliminary; subject to change. The aggregate principal amount of the Bonds is subject to increase or reduction by the City or its designee after the determination of the successful bidder. The City may increase or decrease each annual maturity in increments of \$5,000 but the total amount to be issued will not exceed \$5,910,000. Interest rates specified by the successful bidder for each maturity will not change. Final adjustments shall be in the sole discretion of the City.

The dollar amount of the purchase price proposed by the successful bidder will be changed if the aggregate principal amount of the Bonds is adjusted as described above. Any change in the principal amount of any maturity of the Bonds will be made while maintaining, as closely as possible, the successful bidder's net compensation, calculated as a percentage of bond principal. The successful bidder may not withdraw or modify its bid as a result of any post-bid adjustment. Any adjustment shall be conclusive and shall be binding upon the successful bidder.

INTEREST: Interest on the Bonds will be payable on June 1, 2026, and semiannually thereafter.

OPTIONAL

REDEMPTION: The Bonds due after June 1, 2033, will be subject to call for prior redemption on said date or on any day thereafter upon terms of par plus accrued interest to date of call. Written notice of such call shall be given at least thirty (30) days prior to the date fixed for redemption to the registered owners of the Bonds to be redeemed at the address shown on the registration books.

COMPLIANCE WITH S.E.C. RULE 15c2-12

Municipal obligations (issued in an aggregate amount over \$1,000,000) are subject to General Rules and Regulations, Securities Exchange Act of 1934, Rule 15c2-12 Municipal Securities Disclosure.

Preliminary Official Statement: This Preliminary Official Statement was prepared for the City for dissemination to prospective bidders. Its primary purpose is to disclose information regarding the Bonds to prospective bidders in the interest of receiving competitive bids in accordance with the TERMS OF OFFERING contained herein. Unless an addendum is received prior to the sale, this document shall be deemed the final “Preliminary Official Statement”.

Review Period: This Preliminary Official Statement has been distributed to City staff as well as to prospective bidders for an objective review of its disclosure. Comments, omissions or inaccuracies must be submitted to PFM Financial Advisors LLC (the “Municipal Advisor”) at least two business days prior to the sale. Requests for additional information or corrections in the Preliminary Official Statement received on or before this date will not be considered a qualification of a bid received. If there are any changes, corrections or additions to the Preliminary Official Statement, prospective bidders will be informed by an addendum at least one business day prior to the sale.

Final Official Statement: Upon award of sale of the Bonds, the legislative body will authorize the preparation of a final Official Statement that includes the offering prices, interest rates, aggregate principal amount, principal amount per maturity, selling compensation, anticipated delivery date and other information required by law and the identity of the underwriter (the “Syndicate Manager”) and syndicate members. Copies of the final Official Statement will be delivered to the Syndicate Manager within seven business days following the bid acceptance.

REPRESENTATIONS

No dealer, broker, salesman or other person has been authorized by the City, the Municipal Advisor or the underwriter to give any information or to make any representations other than those contained in this Preliminary Official Statement or the final Official Statement and, if given or made, such information and representations must not be relied upon as having been authorized by the City, the Municipal Advisor or the underwriter. This Preliminary Official Statement or the final Official Statement does not constitute an offer to sell or solicitation of an offer to buy, nor shall there be any sale of the Bonds by any person in any jurisdiction in which it is unlawful for such person to make such offer, solicitation or sale. The information set forth herein has been obtained from the City and other sources which are believed to be reliable, but it is not to be construed as a representation by the Municipal Advisor or underwriter. The information and expressions of opinion herein are subject to change without notice, and neither the delivery of this Preliminary Official Statement or the final Official Statement, nor any sale made thereafter shall, under any circumstances, create any implication there has been no change in the affairs of the City or in any other information contained herein, since the date hereof.

This Preliminary Official Statement and any addenda thereto were prepared relying on information from the City and other sources, which are believed to be reliable.

The Bonds are being offered when, and if issued by the City and accepted by the underwriter, subject to receipt of an opinion on the legality, validity, and tax exemption by Dorsey & Whitney LLP, Des Moines, Iowa, Bond Counsel. It is expected the Bonds, in the definitive form, will be available on or about November 13, 2025, via Fast Automated Securities Transfer delivery with the Registrar holding the Bonds on behalf of DTC.

Compensation of the Municipal Advisor, payable entirely by the City, is contingent upon the sale of the Bonds.

References to website addresses presented herein are for informational purposes only and may be in the form of a hyperlink solely for the reader’s convenience. Unless specified otherwise, such websites and the information or links contained therein are not incorporated into, and are not part of, this Preliminary Official Statement for purposes of, and as that term is defined in, Securities and Exchange Commission Rule 15c2-12.

CITY OF CLIVE, IOWA

Mayor & City Council

John Edwards, Mayor
Breanne Hocker, Council Member
Susan Judkins, Council Member
Eric Klein, Council Member
Michael McCoy, Council Member
Ted Weaver, Council Member

Administration

Matt McQuillen, City Manager
Elizabeth Hansen, Director of Administrative Services

City Attorney

Kristina M. Stanger
Des Moines, Iowa

Bond Counsel

Dorsey & Whitney LLP
Des Moines, Iowa

Municipal Advisor

PFM Financial Advisors LLC
Des Moines, Iowa

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TERMS OF OFFERING

CITY OF CLIVE, IOWA

\$5,625,000* General Obligation Urban Renewal Bonds, Series 2025B

Bids for the purchase of the City of Clive, Iowa's (the "City") \$5,625,000* General Obligation Urban Renewal Bonds, Series 2025B (the "Bonds") will be received on Thursday, October 23, 2025, before 10:00 A.M., Central Time, after which time they will be tabulated. The City Council will consider the award of the Bonds at 6:00 P.M., Central Time, on the same day. Questions regarding the sale of the Bonds should be directed to the City's Municipal Advisor, PFM Financial Advisors LLC (the "Municipal Advisor"), 801 Grand Avenue, Suite 3300, Des Moines, Iowa, 50309, telephone (515) 724-5734. Information may also be obtained from Elizabeth Hansen, Director of Administrative Services, City of Clive, 1900 NW 114th Street, Clive, Iowa 50325, telephone (515) 223-6220.

The following section sets forth the description of certain terms of the Bonds as well as the TERMS OF OFFERING with which all bidders and bid proposals are required to comply, as follows:

DETAILS OF THE BONDS

GENERAL OBLIGATION URBAN RENEWAL BONDS, SERIES 2025B, in the principal amount of \$5,625,000* to be dated the date of delivery (anticipated to be November 13, 2025) in the denomination of \$5,000 or multiples thereof, will mature on June 1 as follows:

<u>Year</u>	<u>Amount*</u>	<u>Year</u>	<u>Amount*</u>
2026	\$300,000	2034	\$385,000
2027	275,000	2035	405,000
2028	290,000	2036	425,000
2029	300,000	2037	440,000
2030	315,000	2038	460,000
2031	335,000	2039	480,000
2032	350,000	2040	500,000
2033	365,000		

* Preliminary; subject to change.

ADJUSTMENT TO THE BOND MATURITY AMOUNTS

The aggregate principal amount of the Bonds is subject to increase or decrease by the City or its designee after the determination of the successful bidder. The City may increase or decrease each maturity in increments of \$5,000 but the total amount to be issued will not exceed \$5,910,000. Interest rates specified by the successful bidder for each maturity will not change. Final adjustments shall be in the sole discretion of the City.

The dollar amount of the purchase price proposed by the successful bidder will be changed if the aggregate principal amount of the Bonds is adjusted as described above. Any change in the principal amount of any maturity of the Bonds will be made while maintaining, as closely as possible, the successful bidder's net compensation, calculated as a percentage of bond principal. The successful bidder may not withdraw or modify its bid as a result of any post-bid adjustment. Any adjustment shall be conclusive and shall be binding upon the successful bidder.

INTEREST ON THE BONDS

Interest on the Bonds will be payable on June 1, 2026, and semiannually on the 1st day of December and June thereafter. Principal and interest shall be paid to the registered holder of a Bond as shown on the records of ownership maintained by the Registrar as of the 15th day of the month next preceding the interest payment date (the "Record Date"). Interest will be computed based on a 360-day year of twelve 30-day months and will be rounded pursuant to rules of the Municipal Securities Rulemaking Board.

OPTIONAL REDEMPTION OF THE BONDS

The Bonds, due after June 1, 2033, will be subject to call prior to maturity in whole, or from time to time in part, in any order of maturity and within a maturity by lot on said date or on any date thereafter at the option of the City, upon terms of par plus accrued interest to date of call. Written notice of such call shall be given at least thirty (30) days prior to the date fixed for redemption to the registered owners of the Bonds to be redeemed at the address shown on the registration books.

TERM BOND OPTION

Bidders shall have the option of designating the Bonds as serial bonds or term bonds, or both. The bid must designate whether each of the principal amounts shown above represent a serial maturity or a mandatory redemption requirement for a term bond maturity. (See the OFFICIAL BID FORM for more information.) In any event, the above principal amount scheduled shall be represented by either serial bond maturities or mandatory redemption requirements, or a combination of both.

GOOD FAITH DEPOSIT

A good faith deposit in the amount of \$56,250 for the Bonds (the "Deposit") is required from the lowest bidder only. The lowest bidder is required to submit such Deposit payable to the order of the City, not later than 12:00 P.M., Central Time, on the day of the sale of the Bonds and in the form of either (i) a cashier's check provided to the City or its Municipal Advisor, or (ii) a wire transfer as instructed by the City's Municipal Advisor. If not so received, the bid of the lowest bidder may be rejected and the City may direct the second lowest bidder to submit a deposit and thereafter may award the sale of the Bonds to the same. No interest on the Deposit will accrue to the successful bidder (the "Purchaser"). The Deposit will be applied to the purchase price of the Bonds. In the event a Purchaser fails to honor its accepted bid proposal, the applicable Deposit will be retained by the City.

FORM OF BIDS AND AWARD

All bids shall be unconditional for the entire issue of the Bonds for a price not less than \$5,557,500, plus accrued interest, and shall specify the rate or rates of interest in conformity with the limitations as set forth in the "BIDDING PARAMETERS" section herein. Bids must be submitted on or in substantial compliance with the OFFICIAL BID FORM provided by the City. The Bonds will be awarded to the bidder offering the lowest interest rate to be determined on a true interest cost (the "TIC") basis assuming compliance with the "ESTABLISHMENT OF ISSUE PRICE" and "GOOD FAITH DEPOSIT" sections herein. The TIC shall be determined by the present value method, i.e., by ascertaining the semiannual rate, compounded semiannually, necessary to discount to present value as of the dated date of the Bonds, the amount payable on each interest payment date and on each stated maturity date or earlier mandatory redemption, so that the aggregate of such amounts will equal the aggregate purchase price offered, therefore. The TIC shall be stated in terms of an annual percentage rate and shall be that rate of interest which is twice the semiannual rate so ascertained (also known as the Canadian Method). The TIC shall be as determined by the Municipal Advisor based on the TERMS OF OFFERING and all amendments, and on the bids as submitted. The Municipal Advisor's computation of the TIC of each bid shall be controlling. In the event of tied bids for the lowest TIC, the Bonds will be awarded by lot.

The City will reserve the right to (i) waive non-substantive informalities of any bid or of matters relating to the receipt of bids and award of the Bonds, (ii) reject all bids without cause, and (iii) reject any bid which the City determines to have failed to comply with the terms herein.

BIDDING PARAMETERS

The bidder's proposal must conform to the following limitations:

1. Each annual maturity must bear a single rate of interest from the dated date of the Bonds to the date of maturity.
2. Rates of interest bid must be in multiples of one-eighth or one-twentieth of one percent.
3. The initial price to the public for each maturity must be 98% or greater.

RECEIPT OF BIDS

Forms of Bids: Bids must be submitted on or in substantial compliance with the TERMS OF OFFERING and OFFICIAL BID FORM provided by the City or through PARITY® competitive bidding system (the “Internet Bid System”). Neither the City nor its agents shall not be responsible for malfunction or mistake made by any person, or as a result of the use of an electronic bid or the means used to deliver or complete a bid. The use of such facilities or means is at the sole risk of the prospective bidder who shall be bound by the terms of the bid as received.

No bid will be accepted after the time specified in the TERMS OF OFFERING and OFFICIAL BID FORM. The time, as maintained by the Internet Bid System, shall constitute the official time with respect to all bids submitted. A bid may be withdrawn before the bid deadline using the same method used to submit the bid. If more than one bid is received from a bidder, the last bid received shall be considered.

Sealed Bidding: Sealed bids may be submitted and will be received at the office of the Director of Administrative Services, City of Clive, 1900 N.W. 114th Street, Clive, Iowa 50325.

Electronic Internet Bidding: Electronic internet bids will be received at the office of the City’s Municipal Advisor, 801 Grand Avenue, Ste. 3300, Des Moines, Iowa. Electronic internet bids must be submitted through the Internet Bid System. Information about the Internet Bid System may be obtained by calling (212) 849-5021.

Each prospective bidder shall be solely responsible for making necessary arrangements to access the Internet Bid System for purposes of submitting its electronic internet bid in a timely manner and in compliance with the requirements of the TERMS OF OFFERING and OFFICIAL BID FORM. The City is permitting bidders to use the services of the Internet Bid System solely as a communication mechanism to conduct the electronic internet bidding and the Internet Bid System is not an agent of the City. Provisions of the TERMS OF OFFERING and OFFICIAL BID FORM shall control in the event of conflict with information provided by the Internet Bid System.

BOOK-ENTRY-ONLY ISSUANCE

The Bonds will be issued by means of a book-entry-only system with no physical distribution of bond certificates made to the public. The Bonds will be issued in fully registered form and one bond certificate, representing the aggregate principal amount of the Bonds maturing in each year, will be registered in the name of Cede & Co. as nominee of The Depository Trust Company (“DTC”), New York, New York, which will act as securities depository of the Bonds. Individual purchases of the Bonds may be made in the principal amount of \$5,000 or any multiple thereof of a single maturity through book entries made on the books and records of DTC and its participants. Principal and interest are payable by the Registrar to DTC or its nominee as registered owner of the Bonds. Transfer of principal and interest payments to participants of DTC will be the responsibility of DTC; transfer of principal and interest payments to beneficial owners by participants will be the responsibility of such participants and other nominees of beneficial owners. The Purchaser, as a condition of delivery of the Bonds, will be required to deposit the bond certificates with DTC.

MUNICIPAL BOND INSURANCE AT PURCHASER’S OPTION

If the Bonds qualify for issuance of any policy of municipal bond insurance or commitment therefore, at the option of the bidder, the purchase of any such insurance policy or the issuance of any such commitment shall be at the sole option and expense of the Purchaser. Any increased costs of issuance of the Bonds resulting from such purchase of insurance shall be paid by the Purchaser, except that, if the City has requested and received a rating on the Bonds from a rating agency, the City will pay that initial rating fee. Any other rating agency fees shall be the responsibility of the Purchaser. Failure of the municipal bond insurer to issue the policy after the Bonds have been awarded to the Purchaser shall not constitute cause for failure or refusal by the Purchaser to accept delivery on the Bonds. The City reserves the right in its sole discretion to accept or deny changes to the financing documents requested by the insurer selected by the Purchaser.

DELIVERY

The Bonds will be delivered to the Purchaser via Fast Automated Securities Transfer (“FAST”) delivery with the Registrar holding the Bonds on behalf of DTC, against full payment in immediately available cash or federal funds. The Bonds are expected to be delivered within forty-five days after the sale. Should delivery be delayed beyond sixty days from the date of sale for any reason except failure of performance by the Purchaser, the Purchaser may withdraw their bid and thereafter their interest in and liability for the Bonds will cease. When the Bonds are ready for delivery, the City will give the Purchaser five working days’ notice of the delivery date and the City will expect payment in full on that date, otherwise reserving the right at its option to determine that the Purchaser failed to comply with the offer of purchase.

ESTABLISHMENT OF ISSUE PRICE

In order to establish the issue price of the Bonds for federal income tax purposes, the City requires bidders to agree to the following, and by submitting a bid, each bidder agrees to the following.

If a bid is submitted by a potential underwriter, the bidder confirm that (i) the underwriters have offered or reasonably expect to offer the Bonds to the public on or before the date of the award at the offering price (the “initial offering price”) for each maturity as set forth in the bid, and (ii) the bidder, if it is the winning bidder, shall require any agreement among underwriters, selling group agreement, retail distribution agreement or other agreement relating to the initial sale of the Bonds to the public to which it is a party to include provisions requiring compliance by all parties to such agreements with the provisions contained herein. For purposes hereof, Bonds with a separate CUSIP number constitute a separate “maturity,” and the public does not include underwriters of the Bonds (including members of a selling group or retail distribution group) or persons related to underwriters of the Bonds.

If, however, a bid is submitted for the bidder’s own account in a capacity other than as an underwriter of the Bonds, and the bidder has no current intention to sell, reoffer, or otherwise dispose of the Bonds, the bidder shall notify the City to that effect at the time it submits its bid and shall provide a certificate to that effect in place of the certificate otherwise required below.

If the Purchaser intends to act as an underwriter, the City shall advise the Purchaser at or prior to the time of award whether (i) the competitive sale rule, or (ii) the “hold-the-offering price” rule applies.

If the City advises the Purchaser that the requirements for a competitive sale have been satisfied and that the competitive sale rule applies, the Purchaser will be required to deliver to the City at or prior to closing a certification, substantially in the form attached hereto as EXHIBIT 1-A, as to the reasonably expected initial offering price as of the award date.

If the City advises the Purchaser that the requirements for a competitive sale have not been satisfied and that the hold-the-offering price rule applies, the Purchaser shall (1) upon the request of the City confirm that the underwriters did not offer or sell any maturity of the Bonds to any person at a price higher than the initial offering price of that maturity during the period starting on the award date and ending on the earlier of (a) the close of the fifth business day after the sale date or (b) the date on which the underwriters have sold at least 10% of that maturity to the public at or below the initial offering price; and (2) at or prior to closing, deliver to the City a certification substantially in the form attached hereto as EXHIBIT 1-B, together with a copy of the pricing wire.

Any action to be taken or documentation to be received by the City pursuant hereto may be taken or received on behalf of the City by Municipal Advisor.

Bidders should prepare their bids on the assumption the Bonds will be subject to the “hold-the-offering-price” rule. Any bid submitted pursuant to the TERMS OF OFFERING and OFFICIAL BID FORM shall be considered a firm offer for the purchase of the Bonds, and bids submitted will not be subject to cancellation or withdrawal.

OFFICIAL STATEMENT

The City has authorized the preparation of a Preliminary Official Statement containing pertinent information relative to the Bonds. The Preliminary Official Statement will be further supplemented by offering prices, interest rates, selling compensation, aggregate principal amount, principal amount per maturity, anticipated delivery date and underwriter, together with any other information required by law or deemed appropriate by the City, and shall constitute a final Official Statement of the City with respect to the Bonds, as that term is defined in Rule 15c2-12 promulgated by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended (the “Rule”). By awarding the Bonds to any underwriter or underwriting syndicate submitting an OFFICIAL BID FORM therefore, the City agrees that no more than seven (7) business days after the date of such award, it shall provide without cost to the senior managing underwriter of the syndicate to which the Bonds are awarded, up to 25 copies of the final Official Statement to permit each “Participating Underwriter” (as that term is defined in the Rule) to comply with the provisions of the Rule. The City shall treat the senior managing underwriter of the syndicate to which the Bonds are awarded as its designated agent for purposes of distributing copies of the final Official Statement to the Participating Underwriter. Any underwriter executing and delivering an OFFICIAL BID FORM with respect to the Bonds, agrees thereby, if its bid is accepted by the City, (i) it shall accept such designation, and (ii) it shall enter into a contractual relationship with all Participating Underwriters of the Bonds for purposes of assuring the receipt by each such Participating Underwriter of the final Official Statement.

ELECTRONIC EXECUTED DOCUMENTS

Purchaser consents to the receipt of electronic transcripts and acknowledges the City’s intended use of electronically executed documents. Iowa Code chapter 554D establishes electronic signatures have the full weight and legal authority as manual signatures.

CONTINUING DISCLOSURE

The City will covenant in a Continuing Disclosure Certificate for the benefit of the owners and beneficial owners of the Bonds to provide annually certain financial information and operating data relating to the City (the “Annual Report”), and to provide notices of the occurrence of certain enumerated events. The Annual Report is to be filed by the City no later than twelve months after the close of each fiscal year, commencing with the Fiscal Year ending June 30, 2025, with the Municipal Securities Rulemaking Board, at its internet repository named “Electronic Municipal Market Access” (“EMMA”). The notices of events, if any, are also to be filed with EMMA. See FORM OF CONTINUING DISCLOSURE CERTIFICATE included in APPENDIX D to this Preliminary Official Statement. The specific nature of the information to be contained in the Annual Report or the notices of events, and the manner in which such materials are to be filed, are summarized in the FORM OF CONTINUING DISCLOSURE CERTIFICATE. These covenants have been made in order to assist the underwriter in complying with SEC Rule 15c2-12(b)(5) of the Rule.

The City is not aware of any instance in the previous five years in which it has failed to comply, in all material respects, with previous undertakings in a written contract or agreement specified in the Rule.

Breach of the undertakings will not constitute a default or an “Event of Default” under the Bonds or the resolution for the Bonds. A broker or dealer is to consider a known breach of the undertakings, however, before recommending the purchase or sale of the Bonds in the secondary market. Thus, a failure on the part of the City to observe the undertakings may adversely affect the transferability and liquidity of the Bonds and their market price.

CUSIP NUMBERS

It is anticipated that the Committee on Uniform Security Identification Procedures (“CUSIP”) numbers will be printed on the Bonds and the Purchaser must agree in the bid proposal to pay the cost thereof. In no event will the City, Bond Counsel or Municipal Advisor be responsible for the review or express any opinion that the CUSIP numbers are correct. Incorrect CUSIP numbers on said Bonds shall not be cause for the Purchaser to refuse to accept delivery of said Bonds.

BY ORDER OF THE CITY COUNCIL
CITY OF CLIVE

/s/ Elizabeth Hansen, Director of Administrative Services

SCHEDULE OF BOND YEARS

\$5,625,000*

CITY OF CLIVE, IOWA

General Obligation Urban Renewal Bonds, Series 2025B

Bonds Dated: November 13, 2025
Interest Due: June 1, 2026 and each December and June 1 to maturity
Principal Due: June 1, 2026 - 2040

<u>Year</u>	<u>Principal</u> *	<u>Bond Years</u>	<u>Cumulative Bond Years</u>
2026	\$300,000	165.00	165.00
2027	275,000	426.25	591.25
2028	290,000	739.50	1,330.75
2029	300,000	1,065.00	2,395.75
2030	315,000	1,433.25	3,829.00
2031	335,000	1,859.25	5,688.25
2032	350,000	2,292.50	7,980.75
2033	365,000	2,755.75	10,736.50
2034	385,000	3,291.75	14,028.25
2035	405,000	3,867.75	17,896.00
2036	425,000	4,483.75	22,379.75
2037	440,000	5,082.00	27,461.75
2038	460,000	5,773.00	33,234.75
2039	480,000	6,504.00	39,738.75
2040	500,000	7,275.00	47,013.75

Average Maturity (dated date): 8.36 Years

* Preliminary; subject to change.

EXHIBIT 1

FORMS OF ISSUE PRICE CERTIFICATES

EXHIBIT 1-A

COMPETITIVE SALES WITH AT LEAST THREE BIDS FROM ESTABLISHED UNDERWRITERS

CITY OF CLIVE, IOWA
\$_____ GENERAL OBLIGATION URBAN RENEWAL BONDS, SERIES 2025B

ISSUE PRICE CERTIFICATE
(competitive sale 3 bids)

The undersigned, on behalf of [NAME OF UNDERWRITER] (“[SHORT NAME OF UNDERWRITER]”), hereby certifies as set forth below with respect to the sale of the obligations named above (the “Bonds”).

1. *Reasonably Expected Initial Offering Price.*

(a) As of the Sale Date, the reasonably expected initial offering prices of the Bonds to the Public by [SHORT NAME OF UNDERWRITER] are the prices listed in Schedule A (the “Expected Offering Prices”). The Expected Offering Prices are the prices for the Maturities of the Bonds used by [SHORT NAME OF UNDERWRITER] in formulating its bid to purchase the Bonds. Attached as Schedule B is a true and correct copy of the bid provided by [SHORT NAME OF UNDERWRITER] to purchase the Bonds.

(b) [SHORT NAME OF UNDERWRITER] was not given the opportunity to review other bids prior to submitting its bid.

(c) The bid submitted by [SHORT NAME OF UNDERWRITER] constituted a firm offer to purchase the Bonds.

2. *Defined Terms.* For purposes of this Issue Price Certificate:

(a) *Issuer* means City of Clive, Iowa.

(b) *Maturity* means Bonds with the same credit and payment terms. Any Bonds with different maturity dates, or with the same maturity date but different stated interest rates, are treated as separate Maturities.

(c) *Member of the Distribution Group* means (i) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the Public).

(d) *Public* means any person (*i.e.*, an individual, trust, estate, partnership, association, company, or corporation) other than a Member of the Distribution Group or a related party to a Member of the Distribution Group. A person is a “related party” to a Member of the Distribution Group if the Member of the Distribution Group and that person are subject, directly or indirectly, to (i) at least 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (ii) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (iii) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other).

(e) *Sale Date* means the first day on which there is a binding contract in writing for the sale of the respective Maturity. The Sale Date of each Maturity was October 23, 2025.

The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents [SHORT NAME OF UNDERWRITER]'s interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the Issuer with respect to certain of the representations set forth in the Tax Certificate and with respect to compliance with the federal income tax rules affecting the Bonds, and by Dorsey & Whitney LLP, Des Moines, Iowa in connection with rendering its opinion that the interest on the Bonds is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G, and other federal income tax advice that it may give to the Issuer from time to time relating to the Bonds.

[UNDERWRITER]

By: _____

Name: _____

Dated: November 13, 2025

SCHEDULE A

EXPECTED OFFERING PRICES

CITY OF CLIVE, IOWA

\$ _____ GENERAL OBLIGATION URBAN RENEWAL BONDS, SERIES 2025B

(Attached)

SCHEDULE B

COPY OF UNDERWRITER'S BID

CITY OF CLIVE, IOWA

\$ _____ GENERAL OBLIGATION URBAN RENEWAL BONDS, SERIES 2025B

(Attached)

EXHIBIT 1-B

COMPETITIVE SALES WITH FEWER THAN THREE BIDS FROM ESTABLISHED UNDERWRITERS

CITY OF CLIVE, IOWA
\$ _____ GENERAL OBLIGATION URBAN RENEWAL BONDS, SERIES 2025B

ISSUE PRICE CERTIFICATE

(Form - Fewer than 3 bids)

The undersigned, on behalf of _____ (“Underwriter”) hereby certifies as set forth below with respect to the sale of the obligations named above (the “Bonds”).

1. **Initial Offering Price of the Bonds.** Underwriter offered the Bonds to the Public for purchase at the specified initial offering prices listed in Schedule A (the “Initial Offering Prices”) on or before the Sale Date. A copy of the pricing wire for the Bonds is attached to this certificate as Schedule B.

2. **First Price at which Sold to the Public.** On the Sale Date, at least 10% of each Maturity [listed in Schedule C] was first sold to the Public at the respective Initial Offering Price [or price specified [therein][in Schedule C], if different].

3. **Hold the Offering Price Rule.** Underwriter has agreed in writing that, (i) for each Maturity less than 10% of which was first sold to the Public at a single price as of the Sale Date, it would neither offer nor sell any of the Bonds of such Maturity to any person at a price that is higher than the Initial Offering Price for such Maturity during the Holding Period for such Maturity (the “Hold-the-Offering-Price Rule”), and (ii) any agreement among underwriters, selling group agreement, or retail distribution agreement contains the agreement of each underwriter, dealer, or broker-dealer who is a party to such agreement to comply with the Hold-the-Offering-Price Rule. Based on the Underwriter’s own knowledge and, in the case of sales by other Members of the Distribution Group, representations obtained from the other Members of the Distribution Group, no Member of the Distribution Group has offered or sold any such Maturity at a price that is higher than the respective Initial Offering Price during the respective Holding Period.

4. **Defined Terms.** For purposes of this Issue Price Certificate:

(a) **Holding Period** means the period starting on the Sale Date and ending on the earlier of (i) the close of the fifth business day after the Sale Date (October 30, 2025), or (ii) the date on which Members of the Distribution Group have sold at least 10% of such Maturity to the Public at one or more prices, none of which is higher than the Initial Offering Price for such Maturity.

(b) **Issuer** means City of Clive, Iowa.

(c) **Maturity** means Bonds with the same credit and payment terms. Any Bonds with different maturity dates, or with the same maturity date but different stated interest rates, are treated as separate Maturities.

(d) **Member of the Distribution Group** means (i) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in

clause (i) of this paragraph to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the Public).

(e) *Public* means any person (*i.e.*, an individual, trust, estate, partnership, association, company, or corporation) other than a Member of the Distribution Group or a related party to a Member of the Distribution Group. A person is a “related party” to a Member of the Distribution Group if the Member of the Distribution Group and that person are subject, directly or indirectly, to (i) at least 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (ii) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (iii) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other).

(f) *Sale Date* means the first day on which there is a binding contract in writing for the sale of the respective Maturity. The Sale Date of each Maturity was October 23, 2025.

The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents Underwriter’s interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the Issuer with respect to certain of the representations set forth in the Tax Certificate and with respect to compliance with the federal income tax rules affecting the Bonds, and by Dorsey & Whitney LLP, Des Moines, Iowa in connection with rendering its opinion that the interest on the Bonds is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G, and other federal income tax advice that it may give to the Issuer from time to time relating to the Bonds.

By: _____

Name: _____

Dated: November 13, 2025

SCHEDULE A

INITIAL OFFERING PRICES OF THE BONDS

CITY OF CLIVE, IOWA

\$ _____ GENERAL OBLIGATION URBAN RENEWAL BONDS, SERIES 2025B

(Attached)

SCHEDULE B

PRICING WIRE

CITY OF CLIVE, IOWA

\$ _____ GENERAL OBLIGATION URBAN RENEWAL BONDS, SERIES 2025B

(Attached)

SCHEDULE C

**SALES OF AT LEAST 10% OF MATURITY TO THE PUBLIC ON THE SALE DATE
AT THE INITIAL OFFERING PRICE**

**CITY OF CLIVE, IOWA
\$ _____ GENERAL OBLIGATION URBAN RENEWAL BONDS, SERIES 2025B**

(Attached)

PRELIMINARY OFFICIAL STATEMENT

CITY OF CLIVE, IOWA

\$5,625,000* General Obligation Urban Renewal Bonds, Series 2025B

INTRODUCTION

This Preliminary Official Statement contains information relating to the City of Clive, Iowa (the “City”) and its issuance of \$5,625,000* General Obligation Urban Renewal Bonds, Series 2025B (the “Bonds”). This Preliminary Official Statement has been executed on behalf of the City and its Director of Administrative Services and may be distributed in connection with the sale of the Bonds authorized therein. Inquiries may be made to PFM Financial Advisors LLC (the “Municipal Advisor”), 801 Grand Avenue, Suite 3300, Des Moines, Iowa 50309, telephone (515) 724-5734. Information may also be obtained from Elizabeth Hansen, Director of Administrative Services, City of Clive, 900 NW 114th Street, Clive, Iowa 50325, telephone (515) 223-6220.

AUTHORITY AND PURPOSE

The Bonds are being issued pursuant to Subchapter III of Chapter 384 and Chapter 403 of the Code of Iowa, as amended, and a resolution to be adopted by the City Council of the City (the “Resolution”). The Bonds are being issued for the purpose of paying the costs, to that extent, of constructing street, water system, storm water drainage, sanitary sewer system, and sidewalk improvements, including rights-of-way acquisition and other incidental improvements in the public rights-of-way; and acquiring and installing street lighting, signage and signalization improvements.

The estimated sources and uses of the Bonds are as follows:

Source of Funds*

Par Amount of Bonds	\$5,625,000.00
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Uses of Funds*

Deposit to Project Fund	\$5,500,000.00
Underwriters Discount	67,500.00
Cost of Issuance and Contingency	<u>57,500.00</u>
Total Uses	\$5,625,000.00

* Preliminary; subject to change.

INTEREST ON THE BONDS

Interest on the Bonds will be payable on June 1, 2026, and semiannually on the 1st day of December and June thereafter. Interest and principal shall be paid to the registered holder of a bond as shown on the records of ownership maintained by the Registrar as of the close of business on the 15th day of the month next preceding the interest payment date (the “Record Date”). Interest will be computed based on a 360-day year of twelve 30-day months and will be rounded pursuant to rules of the Municipal Securities Rulemaking Board.

OPTIONAL REDEMPTION OF THE BONDS

The Bonds, due after June 1, 2033, will be subject to call prior to maturity in whole, or from time to time in part, in any order of maturity and within a maturity by lot on said date or on any date thereafter at the option of the City, upon terms of par plus accrued interest to date of call. Written notice of such call shall be given at least thirty (30) days prior to the date fixed for redemption to the registered owners of the Bonds to be redeemed at the address shown on the registration books.

PAYMENT OF AND SECURITY FOR THE BONDS

Pursuant to the Resolution and the Act, the Bonds and the interest thereon are general obligations of the City, and all taxable property within the corporate boundaries of the City is subject to the levy of taxes to pay the principal of and interest on the Bonds without constitutional or statutory limitation as to rate or amount.

Section 76.2 of the Code of Iowa, 2025, as amended (the “Iowa Code”) provides that when an Iowa political subdivision issues general obligation bonds, the governing authority of such political subdivision shall, by resolution adopted before issuing the bonds, provide for the assessment of an annual levy upon all the taxable property in the political subdivision sufficient to pay the interest and principal of the bonds. A certified copy of such resolution shall be filed with the County Auditor in which the City is located, giving rise to a duty of the County Auditor to annually enter this levy for collection from the taxable property within the boundaries of the City, until funds are realized to pay the bonds in full.

For the purpose of providing for the levy and collection of a direct annual tax sufficient to pay the principal of and interest on the Bonds as the same become due, the Resolution provides for the levy of a tax sufficient for that purpose on all the taxable property in the City in each of the years while the Bonds are outstanding. The City shall file a certified copy of the Resolution with the County Auditor, pursuant to which the County Auditor is instructed to enter for collection and assess the tax authorized. When annually entering such taxes for collection, the County Auditor shall include the same as a part of the tax levy for Debt Service Fund purposes of the City, and when collected, the proceeds of the taxes shall be converted into the Debt Service Fund of the City and set aside therein as a special account to be used solely and only for the payment of the principal of, and interest on the Bonds and for no other purpose whatsoever.

Pursuant to the provisions of Section 76.4 of the Iowa Code, each year while the Bonds remain outstanding and unpaid, any funds of the City which may lawfully be applied for such purpose, may be appropriated, budgeted and, if received, used for the payment of the principal of and interest on the Bonds as the same become due, and if so appropriated, the taxes for any given fiscal year as provided for in the Resolution, shall be reduced by the amount of such alternate funds as have been appropriated for said purpose and evidenced in the City’s budget. [While not pledged to Bondholders, the City may use tax increment revenues for the payment of the principal of and interest on the Bonds.]

BOOK-ENTRY-ONLY ISSUANCE

The information contained in the following paragraphs of this subsection “Book-Entry-Only Issuance” has been extracted from a schedule prepared by Depository Trust Company (“DTC”) entitled “SAMPLE OFFERING DOCUMENT LANGUAGE DESCRIBING BOOK-ENTRY-ONLY ISSUANCE.” The information in this section concerning DTC and DTC’s book-entry system has been obtained from sources that the City believes to be reliable, but the City takes no responsibility for the accuracy thereof.

The Depository Trust Company (“DTC”), New York, NY, will act as securities depository for the securities (the “Securities”). The Securities will be issued as fully-registered securities registered in the name of Cede & Co. (DTC’s partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered Security certificate will be issued for each issue of the Securities, each in the aggregate principal amount of such issue, and will be deposited with DTC. If, however, the aggregate principal amount of any issue exceeds \$500 million, one certificate will be issued with respect to each \$500 million of principal amount, and an additional certificate will be issued with respect to any remaining principal amount of such issue.

DTC, the world’s largest securities depository, is a limited-purpose trust company organized under the New York Banking Law, a “banking organization” within the meaning of the New York Banking Law, a member of the Federal Reserve System, a “clearing corporation” within the meaning of the New York Uniform Commercial Code, and a “clearing agency” registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments from over 100 countries that DTC’s participants (the “Direct Participants”) deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants’ accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation (“DTCC”). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing

Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly (the “Indirect Participants”). DTC has S&P Global Ratings (“S&P”) AA+. The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com.

Purchases of Securities under the DTC system must be made by or through Direct Participants, which will receive a credit for the Securities on DTC’s records. The ownership interest of each actual purchaser of each Security (the “Beneficial Owner”) is in turn to be recorded on the Direct and Indirect Participants’ records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Securities are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in Securities, except in the event that use of the book-entry system for the Securities is discontinued.

To facilitate subsequent transfers, all Securities deposited by Direct Participants with DTC are registered in the name of DTC’s partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of Securities with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not affect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Securities; DTC’s records reflect only the identity of the Direct Participants to whose accounts such Securities are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of Securities may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Securities, such as redemptions, tenders, defaults, and proposed amendments to the Security documents. For example, Beneficial Owners of Securities may wish to ascertain that the nominee holding the Securities for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the registrar and request that copies of notices be provided directly to them.

Redemption notices shall be sent to DTC. If less than all of the Securities within an issue are being redeemed, DTC’s practice is to determine by lot the amount of the interest of each Direct Participant in such issue to be redeemed.

Neither DTC nor Cede & Co., nor any other DTC nominee, will consent or vote with respect to Securities unless authorized by a Direct Participant in accordance with DTC’s MMI Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the City as soon as possible after the Record Date. The Omnibus Proxy assigns Cede & Co.’s consenting or voting rights to those Direct Participants to whose accounts Securities are credited on the Record Date identified in a listing attached to the Omnibus Proxy.

Redemption proceeds, distributions, and dividend payments on the Securities will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC’s practice is to credit Direct Participants’ accounts upon DTC’s receipt of funds and corresponding detail information from the City or Agent, on payable date in accordance with their respective holdings shown on DTC’s records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in “street name,” and will be the responsibility of such Participant and not of DTC, Agent, or the City, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of redemption proceeds, distributions, and dividend payments to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC, is the responsibility of the City or Agent, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

A Beneficial Owner shall give notice to elect to have its Securities purchased or tendered, through its Participant, to Remarketing Agent, and shall effect delivery of such Securities by causing the Direct Participant to transfer the Participant's interest in the Securities, on DTC's records, to Remarketing Agent. The requirement for physical delivery of Securities in connection with an optional tender or a mandatory purchase will be deemed satisfied when the ownership rights in the Securities are transferred by Direct Participants on DTC's records and followed by a book-entry credit of tendered Securities to Remarketing Agent's DTC account.

DTC may discontinue providing its services as depository with respect to the Securities at any time by giving reasonable notice to the City or Agent. Under such circumstances, in the event that a successor depository is not obtained, Security certificates are required to be printed and delivered.

The City may decide to discontinue use of the system of book-entry-only transfers through DTC (or a successor securities depository). In that event, Security certificates will be printed and delivered to DTC. The information in this section concerning DTC and DTC's book-entry system has been obtained from sources that the City believes to be reliable, but the City takes no responsibility for the accuracy thereof.

FUTURE FINANCING

The City does not anticipate any additional general obligation borrowings within 90 days of the date of this Preliminary Official Statement.

LITIGATION

The City is not aware of any threatened or pending litigation affecting the validity of the Bonds or the City's ability to meet its financial obligations.

At closing, the City will certify that no controversy or litigation is pending, prayed or threatened involving the incorporation, organization, existence or boundaries of the Bonds, or the titles of the City officers to their respective positions, or the validity of the Bonds, or the power and duty of the Bonds to provide and apply adequate taxes for the full and prompt payment of the principal and interest of the Bonds, and that no measure or provision for the authorization or issuance of the Bonds has been repealed or rescinded.

DEBT PAYMENT HISTORY

The City knows of no instance in which it has defaulted in the payment of principal or interest on its debt.

LEGAL MATTERS

Legal matters incident to the authorization, issuance and sale of the Bonds and with regard to the tax-exempt status of the interest thereon (see "TAX EXEMPTION AND RELATED TAX MATTERS" herein) are subject to the approving legal opinion of Dorsey & Whitney LLP, Des Moines, Iowa, Bond Counsel, a form of which is attached hereto as APPENDIX B to this Preliminary Official Statement. Signed copies of the opinion, dated and premised on law in effect as of the date of original delivery of the Bonds, will be delivered to the purchaser at the time of such original delivery. The Bonds are offered subject to prior sale and to the approval of legality of the Bonds by Bond Counsel.

The legal opinion to be delivered will express the professional judgment of Bond Counsel, and by rendering a legal opinion, Bond Counsel does not become an insurer or guarantor of the result indicated by that expression of professional judgment of the transaction or the future performance of the parties to the transaction.

Bond Counsel has not been engaged, nor has it undertaken, to prepare or to independently verify the accuracy of the Preliminary Official Statement, including but not limited to financial or statistical information of the City and risks associated with the purchase of the Bonds, except Bond Counsel has reviewed the information and statements contained in the Preliminary Official Statement under, "TAX EXEMPTION AND RELATED TAX MATTERS", "LEGAL MATTERS" and "AUTHORITY AND PURPOSE" herein, insofar as such statements contained under such captions purport to summarize certain provisions of the Internal Revenue Code of 1986, the Bonds and any opinions rendered by Bond Counsel. Bond Counsel has prepared the documents contained in APPENDIX B and APPENDIX D to this Preliminary Official Statement.

TAX EXEMPTION AND RELATED TAX MATTERS

Federal Income Tax Exemption: The opinion of Bond Counsel will state that under present laws and rulings, interest on the Bonds is excluded from gross income for federal income tax purposes and is not an item of tax preference for purposes of the federal alternative minimum tax imposed on noncorporate taxpayers under the Code.

The opinion set forth in the preceding sentence will be subject to the condition that the City comply with all requirements of the Code that must be satisfied subsequent to the issuance of the Bonds in order that interest thereon be, or continue to be, excluded from gross income for federal income tax purposes. Failure to comply with certain of such requirements may cause the inclusion of interest on the Bonds in gross income for federal income tax purposes to be retroactive to the date of issuance of the Bonds. In the Resolution, the City will covenant to comply with all such requirements.

There may be certain other federal tax consequences to the ownership of the Bonds by certain taxpayers, including without limitation, corporations subject to the branch profits tax, financial institutions, certain insurance companies, certain S corporations, individual recipients of Social Security and Railroad Retirement benefits, taxpayers who may be deemed to have incurred (or continued) indebtedness to purchase or carry tax-exempt obligations, and corporations that may be subject to the alternative minimum tax. Bond Counsel will express no opinion with respect to other federal tax consequences to owners of the Bonds. Prospective purchasers of the Bonds should consult with their tax advisors as to such matters.

Ownership of the Bonds may result in other state and local tax consequences to certain taxpayers. Bond Counsel expresses no opinion regarding any such collateral consequences arising with respect to the Bonds. Prospective purchasers of the Bonds should consult their tax advisors regarding the applicability of any such state and local taxes.

State of Iowa Income Taxes: The interest on the Bonds is exempt from present Iowa income taxes.

Proposed Changes in Federal and State Tax Law: From time to time, there are Presidential proposals, proposals of various federal committees, and legislative proposals in the Congress and in the states that, if enacted, could alter or amend the federal and state tax matters referred to herein or adversely affect the marketability or market value of the Bonds or otherwise prevent holders of the Bonds from realizing the full benefit of the tax exemption of interest on the Bonds. Further, such proposals may impact the marketability or market value of the Bonds simply by being proposed. No prediction is made whether such provisions will be enacted as proposed or concerning other future legislation affecting the tax treatment of interest on the Bonds. In addition, regulatory actions are from time to time announced or proposed and litigation is threatened or commenced which, if implemented or concluded in a particular manner, could adversely affect the market value, marketability or tax-exempt status of the Bonds. It cannot be predicted whether any such regulatory action will be implemented, how any particular litigation or judicial action will be resolved, or whether the Bonds would be impacted thereby.

Purchasers of the Bonds should consult their tax advisors regarding any pending or proposed legislation, regulatory initiatives or litigation. The opinions expressed by Bond Counsel are based upon existing legislation and regulations as interpreted by relevant judicial and regulatory authorities as of the date of issuance and delivery of the Bonds, and Bond Counsel has expressed no opinion as of any date subsequent thereto or with respect to any proposed or pending legislation, regulatory initiatives or litigation.

Not Qualified Tax-Exempt Obligations: In the Resolution, City will NOT designate the Bonds as “qualified tax-exempt obligations” within the meaning of Section 265(b)(3) of the Code relating to the ability of financial institutions to deduct from income for federal income tax purposes a portion of the interest expense that is allocable to tax-exempt obligations. In the opinion of Bond Counsel, the Bonds are “qualified tax-exempt obligations” within the meaning of Section 265(b)(3) of the Code.

Original Issue Discount: The Bonds maturing in the years _____ are being sold at a discount from the principal amount payable on such Discount Bonds at maturity (collectively, the “Discount Bonds”). The difference between the price at which a substantial amount of the Discount Bonds of a given maturity is first sold to the public (the “Issue Price”) and the principal amount payable at maturity constitutes “original issue discount” under the Internal Revenue Code. The amount of original issue discount that accrues to a holder of a Discount Bond under section 1288 of the Internal Revenue Code is excluded from federal gross income to the same extent that stated interest on such Discount

Bond would be so excluded. The amount of the original issue discount that accrues with respect to a Discount Bond under section 1288 is added to the owner's federal tax basis in determining gain or loss upon disposition of such Discount Bond (whether by sale, exchange, redemption or payment at maturity).

Interest in the form of original issue discount accrues under section 1288 pursuant to a constant yield method that reflects semiannual compounding on dates that are determined by reference to the maturity date of the Discount Bond. The amount of original issue discount that accrues for any particular semiannual accrual period generally is equal to the excess of (1) the product of (a) one-half of the yield on such Discount Bonds (adjusted as necessary for an initial short period) and (b) the adjusted issue price of such Discount Bonds, over (2) the amount of stated interest actually payable. For purposes of the preceding sentence, the adjusted issue price is determined by adding to the Issue Price for such Discount Bonds the original issue discount that is treated as having accrued during all prior semiannual accrual periods. If a Discount Bond is sold or otherwise disposed of between semiannual compounding dates, then the original issue discount that would have accrued for that semiannual accrual period for federal income tax purposes is allocated ratably to the days in such accrual period.

An owner of a Discount Bond who disposes of such Discount Bond prior to maturity should consult owner's tax advisor as to the amount of original issue discount accrued over the period held and the amount of taxable gain or loss upon the sale or other disposition of such Discount Bond prior to maturity.

Owners who purchase Discount Bonds in the initial public offering but at a price different than the Issue Price should consult their own tax advisors with respect to the tax consequences of the ownership Discount Bonds.

The Internal Revenue Code contains provisions relating to the accrual of original issue discount in the case of subsequent purchasers of bonds such as the Discount Bonds. Owners who do not purchase Discount Bonds in the initial offering should consult their own tax advisors with respect to the tax consequences of the ownership of the Discount Bonds.

Original issue discount that accrues in each year to an owner of a Discount Bond may result in collateral federal income tax consequences to certain taxpayers. No opinion is expressed as to state and local income tax treatment of original issue discount. All owners of Discount Bonds should consult their own tax advisors with respect to the federal, state, local and foreign tax consequences associated with the purchase, ownership, redemption, sale or other disposition of Discount Bonds.

Original Issue Premium: The Bonds maturing in the years _____ are being issued at a premium to the principal amount payable at maturity. Except in the case of dealers, which are subject to special rules, Bondholders who acquire the Bonds at a premium must, from time to time, reduce their federal tax bases for the Bonds for purposes of determining gain or loss on the sale or payment of such Bonds. Premium generally is amortized for federal income tax purposes on the basis of a bondholder's constant yield to maturity or to certain call dates with semiannual compounding. Bondholders who acquire any Bonds at a premium might recognize taxable gain upon sale of the Bonds, even if such Bonds are sold for an amount equal to or less than their original cost. Amortized premium is not deductible for federal income tax purposes. Bondholders who acquire any Bonds at a premium should consult their tax advisors concerning the calculation of bond premium and the timing and rate of premium amortization, as well as the state and local tax consequences of owning and selling the Bonds acquired at a premium.

BONDHOLDERS' RISKS

An investment in the Bonds involves an element of risk. In order to identify risk factors and make an informed investment decision, potential investors should be thoroughly familiar with this entire Preliminary Official Statement (including the appendices hereto) in order to make a judgment as to whether the Bonds are an appropriate investment.

Tax Levy Procedures: The Bonds are general obligations of the City, payable from and secured by a continuing ad-valorem tax levied against all of the taxable property within the boundaries of the City. As part of the budgetary process of the City, each fiscal year the City will have an obligation to request a debt service levy to be applied against all of the taxable property within the boundaries of the City. A failure on the part of the City to make a timely levy request, or a levy request by the City that is inaccurate or is insufficient to make full payments of the debt service on the Bond for a particular fiscal year, may cause Bondholders to experience delay in the receipt of distributions of principal of and/or interest on the Bonds.

Changes in Property Taxation: The Bonds are general obligations of the City secured by an unlimited ad valorem property tax as described more fully in the “PAYMENT OF AND SECURITY FOR THE BONDS” herein.

From time to time the Iowa General Assembly has altered the method of property taxation and could do so again. Any alteration in property taxation structure could affect property tax revenues available to pay the Bonds. Historically, the Iowa General Assembly has applied changes in property taxation structure on a prospective basis; however, there is no assurance that future changes in property taxation structure by the Iowa General Assembly will not be retroactive. It is impossible to predict the outcome of future property tax changes by the Iowa General Assembly or their potential impact on the Bonds and the security for the Bonds.

Proposed State Tax Legislation: From time to time, legislative proposals are made that would, if enacted, alter or amend one or more of the state tax matters described herein in certain respects or would adversely affect the market value of the Bonds. It cannot be predicted whether or in what forms any of such proposals that may be introduced, may be enacted and there can be no assurance that such proposals will not apply to the Bonds. See “TAX EXEMPTION AND RELATED TAX MATTERS” herein. The Iowa General Assembly can make changes that can alter or amend not just the value of the Bonds, but the method of property taxation. See “BONDHOLDERS’ RISKS - Changes in Property Taxation” herein.

Matters Relating to Enforceability of Agreements: Bondholders shall have and possess all the rights of action and remedies afforded by the common law, the Constitution and statutes of the State of Iowa and of the United States of America for the enforcement of payment of the Bonds, including, but not limited to, the right to a proceeding in law or in equity by suit, action or mandamus to enforce and compel performance of the duties required by Iowa law and the Resolution.

The practical realization of any rights upon any default will depend upon the exercise of various remedies specified in the Resolution or the Loan Agreement. The remedies available to the Bondholders upon an event of default under the Resolution or the Loan Agreement, in certain respects, may require judicial action, which is often subject to discretion and delay. Under existing law, including specifically the federal bankruptcy code, certain of the remedies specified in the Loan Agreement or the Resolution may not be readily available or may be limited. A court may decide not to order the specific performance of the covenants contained in these documents. The legal opinions to be delivered concurrently with the delivery of the Bonds will be qualified as to the enforceability of the various legal instruments by limitations imposed by general principles of equity and public policy and by bankruptcy, reorganization, insolvency or other similar laws affecting the rights of creditors generally.

No representation is made, and no assurance is given, that the enforcement of any remedies will result in sufficient funds to pay all amounts due under the Resolution or the Loan Agreement, including principal of and interest on the Bonds.

Secondary Market: There can be no guarantee there will be a secondary market for the Bonds or, if a secondary market exists, that such Bonds can be sold for any particular price. Occasionally, because of general market conditions or because of adverse history of economic prospects connected with a particular issue, secondary marketing practices in connection with a particular note or bond issue are suspended or terminated. Additionally, prices of bond or note issues for which a market is being made will depend upon then prevailing circumstances. Such prices could be substantially different from the original purchase price of the Bonds.

EACH PROSPECTIVE PURCHASER IS RESPONSIBLE FOR ASSESSING THE MERITS AND RISKS OF AN INVESTMENT IN THE BONDS AND MUST BE ABLE TO BEAR THE ECONOMIC RISK OF SUCH INVESTMENT. THE SECONDARY MARKET FOR THE BONDS, IF ANY, COULD BE LIMITED.

Rating Loss: S&P has assigned a rating of ‘’ to the Bonds. Generally, a rating agency bases its rating on the information and materials furnished to it and on investigations, studies and assumptions of its own. There is no assurance that the rating will continue for any given period of time, or that such rating will not be revised, suspended or withdrawn, if, in the judgment of the rating agencies, circumstances so warrant. A revision, suspension or withdrawal of a rating may have an adverse effect on the market price of the Bonds. Rating agencies are currently not regulated by any regulatory body. Future regulation of rating agencies could materially alter the methodology, rating levels, and types of ratings available, for example, and these changes, if ever, could materially affect the market value of the Bonds.

Bankruptcy and Insolvency: The rights and remedies provided in the Resolution may be limited by and are subject to the provisions of federal bankruptcy laws, to other laws or equitable principles that may affect the enforcement of creditor’s

rights, to the exercise of judicial discretion in appropriate cases and to limitations in legal remedies against exercise of judicial discretion in appropriate cases and to limitations on legal remedies against municipal corporations in the State of Iowa. The various opinions of counsel to be delivered with respect to the Bonds, the Loan Agreement and the Resolution, including the opinion of Bond Counsel, will be similarly qualified. If the City were to file a petition under Chapter 9 of the Bankruptcy Code, the owners of the Bonds could be prohibited from taking any steps to enforce their rights under the Resolution. In the event the City fails to comply with its covenants under the Resolution or fails to make payments on the Bonds, there can be no assurance of the availability of remedies adequate to protect the interests of the holders of the Bonds.

Under Iowa Code Chapter 76 sections 76.16 and 76.16A of the Act, as amended, a city, county, or other political subdivision may become a debtor under Chapter 9 of the Federal bankruptcy code, if it is rendered insolvent, as defined in 11 U.S.C. §101(32)(c), as a result of a debt involuntarily incurred. As used therein, “debt” means an obligation to pay money, other than pursuant to a valid and binding collective bargaining agreement or previously authorized bond issue, as to which the governing body of the city, county, or other political subdivision has made a specific finding set forth in a duly adopted resolution of each of the following: (1) that all or a portion of such obligation will not be paid from available insurance proceeds and must be paid from an increase in general tax levy; (2) that such increase in the general tax levy will result in a severe, adverse impact on the ability of the city, county, or political subdivision to exercise the powers granted to it under applicable law, including without limitation providing necessary services and promoting economic development; (3) that as a result of such obligation, the city, county, or other political subdivision is unable to pay its debts as they become due; and (4) that the debt is not an obligation to pay money to a city, county, entity organized pursuant to chapter 28E of the Code of Iowa, or other political subdivision.

Forward-Looking Statements: This Preliminary Official Statement contains statements relating to future results that are “forward-looking statements” as defined in the Private Securities Litigation Reform Act of 1995. When used in this Preliminary Official Statement, the words “anticipated,” “plan,” “expect,” “projected,” “estimate,” “budget,” “pro forma,” “forecast,” “intend,” and similar expressions identify forward-looking statements. Any forward-looking statement is subject to uncertainty. Accordingly, such statements are subject to risks that could cause actual results to differ, possibly materially, from those contemplated in such forward-looking statements. Inevitably, some assumptions used to develop forward-looking statements will not be realized or unanticipated events and circumstances may occur. Therefore, investors should be aware that there are likely to be differences between forward-looking statements and the actual results. These differences could be material and could impact the availability of funds of the City to pay debt service when due on the Bonds.

Cybersecurity: The City, like many other public and private entities, relies on a large and complex technology environment to conduct its operations. As such, it may face multiple cybersecurity threats including, but not limited to, hacking, viruses, malware and other attacks on computer or other sensitive digital systems and networks. There can be no assurances that any security and operational control measures implemented by the City will be completely successful to guard against and prevent cyber threats and attacks. Failure to properly maintain functionality, control, security, and integrity of the City’s information systems could impact business operations and/or digital networks and systems and the costs of remedying any such damage could be significant. Along with significant liability claims or regulatory penalties, any security breach could have a material adverse impact on the City’s operations and financial condition.

The City maintains insurance policies to cover the various aspects of a cyber-attack. See “GENERAL INFORMATION ABOUT THE CITY OF CLIVE, IOWA” – “THE CITY” – subsection “INSURANCE” located in APPENDIX A to this Preliminary Official Statement. The City cannot predict whether these policies would be sufficient in the event of a cyber breach. The Bonds are secured by an unlimited ad valorem property tax as described more fully in the “PAYMENT OF AND SECURITY FOR THE BONDS” herein.

Tax Matters and Loss of Tax Exemption: As discussed under the heading “TAX EXEMPTION AND RELATED TAX MATTERS” herein, the interest on the Bonds could become includable in gross income for purposes of federal income taxation retroactive to the date of delivery of the Bonds, as a result of acts or omissions of the City in violation of its covenants in the Resolution. Should such an event of taxability occur, the Bonds would not be subject to a special redemption and would remain outstanding until maturity or until redeemed under the redemption provisions contained in the Bonds, and there is no provision for an adjustment of the interest rate on the Bonds.

It is possible that actions of the City after the closing of the Bonds will alter the tax-exempt status of the Bonds, and, in the extreme, remove the tax-exempt status from the Bonds. In that instance, the Bonds are not subject to mandatory prepayment, and the interest rate on the Bonds does not increase or otherwise reset. A determination of taxability on the Bonds, after closing of the Bonds, could materially adversely affect the value and marketability of the Bonds.

Risk of Audit: The Internal Revenue Service has an ongoing program to audit tax-exempt obligations to determine the legitimacy of the tax status of such obligations. No assurance can be given as to whether the Internal Revenue Service will commence an audit of the Bonds. Public awareness of any audit could adversely affect the market value and liquidity of the Bonds during the pendency of the audit, regardless of the ultimate outcome of the audit.

DTC-Beneficial Owners: Beneficial Owners of the Bonds may experience some delay in the receipt of distributions of principal of and interest on the Bonds since such distributions will be forwarded by the Registrar to DTC and DTC will credit such distributions to the accounts of the Participants which will thereafter credit them to the accounts of the Beneficial Owner either directly or indirectly through indirect Participants. Neither the City nor the Registrar will have any responsibility or obligation to assure that any such notice or payment is forwarded by DTC to any Participant or by any Participant to any Beneficial Owner.

In addition, since transactions in the Bonds can be effected only through DTC Participants, indirect participants and certain banks, the ability of a Beneficial Owner to pledge the Bonds to persons or entities that do not participate in the DTC system, or otherwise to take actions in respect of such Bonds, may be limited due to lack of a physical certificate. Beneficial Owners will be permitted to exercise the rights of registered Owners only indirectly through DTC and the Participants. See “BOOK-ENTRY-ONLY SYSTEM” herein.

Proposed Federal Tax Legislation: From time to time, Presidential proposals, federal legislative committee proposals or legislative proposals are made that would, if enacted, alter or amend one or more of the federal tax matters described herein in certain respects or would adversely affect the market value of the Bonds. It cannot be predicted whether or in what forms any of such proposals that may be introduced, may be enacted and there can be no assurance that such proposals will not apply to the Bonds. In addition, regulatory actions are from time to time announced or proposed, and litigation threatened or commenced, which if implemented or concluded in a particular manner, could adversely affect the market value, marketability, or tax status of the Bonds. It cannot be predicted whether any such regulatory action will be implemented, how any particular litigation or judicial action will be resolved, or whether the Bonds would be impacted thereby. See “TAX EXEMPTION AND RELATED TAX MATTERS” herein.

Pension and Other Post-Employment Benefits (“OPEB”) Information: The City contributes to the Iowa Public Employees’ Retirement System (“IPERS”) which is a state-wide, multiple-employer, cost-sharing defined benefit pension plan administered by the State of Iowa. IPERS provides retirement and death benefits which are established by State statute to plan members and beneficiaries. All full-time employees of the City are required to participate in IPERS, except for those covered by another retirement system. IPERS plan members are required to contribute a percentage of their annual salary, in addition to the City being required to make annual contributions to IPERS. Contribution amounts are set by State statute. The IPERS Actuarial Valuation Report as of June 30, 2024 indicates the funded ratio of IPERS was 90.75%, and the unfunded actuarial liability was \$4.375 billion. The Annual Comprehensive Financial Report for its Fiscal Year ended June 30, 2024 (the “IPERS ACFR”) identifies the IPERS Net Pension Liability at June 30, 2024, at approximately \$3.641 billion, while its net pension liability at June 30, 2023 was approximately \$4.513 billion. The IPERS ACFR is available on the IPERS website, or by contacting IPERS at 7401 Register Drive P.O. Box 9117, Des Moines, IA 50306-9117. In the Fiscal Year ended June 30, 2024, the City’s IPERS contribution totaled \$909,063. The City is current in its obligations to IPERS.

Pursuant to Governmental Accounting Standards Board Statement No. 68, IPERS has allocated the net pension liability among its members. At June 30, 2024, the City reported a liability of \$3,474,651. While the City’s contributions to IPERS are controlled by state law, there can be no assurance the City will not be required by changes in state law to increase its contribution requirement in the future, which may have the effect of negatively impacting the finances of the City.

Bond Counsel, the Municipal Advisor, the underwriter and the City undertake no responsibility for and make no representations as to the accuracy or completeness of the information available from the IPERS discussed above or included on the IPERS website, including, but not limited to, updates of such information on the State Auditor’s website or links to other internet sites accessed through the IPERS website.

The City contributes to Municipal Fire and Police Retirement System of Iowa (“MFPRSI”), which is a multiple-employer, cost-sharing, defined benefit pension plan for firefighters and police officers, administered under Chapter 411 of the Code of Iowa. MFPRSI plan members are required to contribute a percentage of their annual salary, in addition to the City being required to make annual contributions to MFPRSI. Contribution amounts are set by State statute. The MFPRSI Actuarial Valuation Report indicates that as of July 1, 2024, the date of the most recent actuarial valuation for MFPRSI, the funded ratio of MFPRSI was 84.47%, and the unfunded actuarial liability was \$616.9 million. The MFPRSI Financial Statements for its Fiscal Year ended June 30, 2024 (the “MFPRSI Report”) identifies the MFPRSI Net Pension Liability at June 30, 2024, at approximately \$660.8 million, while its net pension liability at June 30, 2023 was approximately \$626.2 million. The MFPRSI Report is available on the MFPRSI website. In the Fiscal Year ended June 30, 2024, the City’s MFPRSI contribution totaled approximately \$552,068. The City is current in its obligations to MFPRSI.

At June 30, 2024, the City reported a liability of \$4,048,076 for its proportionate share of the net pension liability of the MFPRSI. While the City’s contributions to MFPRSI are controlled by state law, there can be no assurance the City will not be required by changes in state law to increase its contribution requirement in the future, which may have the effect of negatively impacting the finances of the City.

Bond Counsel, the Municipal Advisor, the underwriter and the City undertake no responsibility for and make no representations as to the accuracy or completeness of the information available from the MFPRSI discussed above or included on the MFPRSI website, including, but not limited to, updates of such information on the State Auditor’s website or links to other internet sites accessed through the MFPRSI website.

The City operates a single-employer retiree benefit plan which provides medical and prescription drug benefits for employees, retirees and their spouses. As of June 30, 2024, there were 118 active members and 12 retired/disabled members in the plan. Participants must be age 55 or older at retirement. Retirees under age 65 pay the same premium for the medical and prescription drug benefits as active employees, which results in an implicit subsidy and OPEB liability. The contribution requirements of plan members are established and may be amended by the City. The City currently finances the retiree benefit plan on a pay-as-you-go basis. For the Fiscal Year ended June 30, 2024, the City contributed \$172,101 to the plan with retirees reimbursing the City \$93,825. See “OTHER POST-EMPLOYMENT BENEFITS” included in APPENDIX A to this Preliminary Official Statement and the City’s June 30, 2024, Independent Auditor’s Reports included in APPENDIX C to this Preliminary Official Statement for additional information.

Summary: The foregoing is intended only as a summary of certain risk factors attendant to an investment in the Bonds. In order for potential investors to identify risk factors and make an informed investment decision, potential investors should become thoroughly familiar with this entire Preliminary Official Statement and the appendices hereto.

RATING

The Bonds have been rated ‘ ’ by S&P. In addition, S&P maintains a rating of ‘ ’ on the City’s general obligation long-term debt. The existing rating on long-term debt reflects only the view of the rating agency and any explanation of the significance of such rating may only be obtained from S&P. The ratings described above are not recommendations to buy, sell or hold the Bonds. There is no assurance that any such rating will continue for any period of time or that it will not be revised downward or withdrawn entirely if, in the judgment of S&P, circumstances so warrant. Therefore, after the date hereof, investors should not assume that the ratings are still in effect. A downward revision or withdrawal of either rating is likely to have an adverse effect on the market price and marketability of the Bonds. The City has not assumed any responsibility either to notify the owners of the Bonds of any proposed change in or withdrawal of any rating subsequent to the date of this Preliminary Official Statement, except in connection with the reporting of events as provided in the Continuing Disclosure Certificate, or to contest any revision or withdrawal.

MUNICIPAL ADVISOR

The City has retained PFM Financial Advisors LLC Des Moines, Iowa as Municipal Advisor in connection with the preparation of the issuance of the Bonds. In preparing this Preliminary Official Statement, the Municipal Advisor has relied on government officials and other sources to provide accurate information for disclosure purposes. The Municipal Advisor is not obligated to undertake, and has not undertaken, an independent verification of the accuracy, completeness, or fairness of the information contained in this Preliminary Official Statement. PFM Financial Advisors LLC is an independent advisory firm and is not engaged in the business of underwriting, trading or distributing municipal securities or other public securities.

CONTINUING DISCLOSURE

The City will covenant in a Continuing Disclosure Certificate for the benefit of the owners and beneficial owners of the Bonds to provide annually certain financial information and operating data relating to the City (the “Annual Report”), and to provide notices of the occurrence of certain enumerated events. The Annual Report is to be filed by the City no later than twelve months after the close of each fiscal year, commencing with the Fiscal Year ending June 30, 2025, with the Municipal Securities Rulemaking Board, at its internet repository named “Electronic Municipal Market Access” (“EMMA”). The notices of events, if any, are also to be filed with EMMA. See FORM OF CONTINUING DISCLOSURE CERTIFICATE included in APPENDIX D to this Preliminary Official Statement. The specific nature of the information to be contained in the Annual Report or the notices of events, and the manner in which such materials are to be filed, are summarized in “APPENDIX D – FORM OF CONTINUING DISCLOSURE CERTIFICATE. These covenants have been made in order to assist the underwriter in complying with paragraph (b)(5) of Rule 15c2-12 promulgated by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended, (the “Rule”).

The City is not aware of any instance in the previous five years in which it has failed to comply, in all material respects, with previous undertakings in a written contract or agreement specified in the Rule.

Breach of the undertakings will not constitute a default or an “Event of Default” under the Bonds or the Resolution. A broker or dealer is to consider a known breach of the undertakings, however, before recommending the purchase or sale of the Bonds in the secondary market. Thus, a failure on the part of the City to observe the Undertakings may adversely affect the transferability and liquidity of the Bonds and their market price.

FINANCIAL STATEMENTS

The City’s June 30, 2024, Independent Auditor’s Reports, as prepared by a certified public accountant, is reproduced in APPENDIX C to this Preliminary Official Statement. The City’s certified public accountant has not consented to distribution of the audited financial statement and has not undertaken added review of their presentation. Further information regarding financial performance and copies of the City’s prior Independent Auditor’s Reports may be obtained from the City’s Municipal Advisor.

CERTIFICATION

The City has authorized the distribution of this Preliminary Official Statement for use in connection with the initial sale of the Bonds. I have reviewed the information contained within the Preliminary Official Statement prepared on behalf of the City by PFM Financial Advisors LLC, Des Moines, Iowa, and to the best of my knowledge, information and belief, said Preliminary Official Statement does not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary in order to make the statements made therein, in light of the circumstances under which they were made, not misleading regarding the issuance of \$5,625,000* General Obligation Urban Renewal Bonds, Series 2025B.

CITY OF CLIVE, IOWA

/s/ Elizabeth Hansen, Director of Administrative Services

* Preliminary; subject to change.

APPENDIX A

GENERAL INFORMATION ABOUT THE CITY OF CLIVE, IOWA

The \$5,625,000 General Obligation Urban Renewal Bonds, Series 2025B (the “Bonds”) are general obligations of the City of Clive, Iowa (the “City”) for which the City will pledge its power to levy direct ad valorem taxes against all taxable property within the City without limitation as to rate or amount to the repayment of the Bonds.*

* Preliminary; subject to change.

CITY PROPERTY VALUES

IOWA PROPERTY VALUATIONS

In compliance with Section 441.21 of the Code of Iowa, the State Director of Revenue annually directs the county auditors to apply prescribed statutory percentages to the assessments of certain categories of real property. The Dallas and Polk County Auditors adjusted the final Actual Values for 2024. The reduced values, determined after the application of rollback percentages, are the taxable values subject to tax levy.

For assessment year 2024, the taxable value rollback rate is 47.4316% of actual value for residential property; 73.8575% of actual value for agricultural property, and 100.0000% of the actual value of utility property. The residential taxable rollback rate of 47.4316% will apply to the value of each property unit of commercial, industrial and railroad property that exceeds zero dollars (\$0) but does not exceed one hundred fifty thousand dollars (\$150,000) with a taxable value rollback rate of 90.0000% to the value that exceeds one hundred fifty thousand dollars (\$150,000). No adjustment was ordered for utility property because its assessed value did not increase enough to qualify for reduction. Utility property is limited to an 8% annual growth.

The Legislature's intent has been to limit the growth of statewide taxable valuations for the specific classes of property to 3.0% annually. Political subdivisions whose taxable values are thus reduced or are unusually low in growth are allowed to appeal the valuations to the State Appeal Board, in order to continue to fund present services.

PROPERTY VALUATIONS (1/1/2024 Valuations for Taxes Payable July 1, 2025 through June 30, 2026)

	<u>100% Actual Value</u>	<u>Taxable Value (With Rollback)</u>
Residential	\$2,794,409,604	\$1,301,504,865
Commercial	727,459,316	632,079,603
Industrial	26,654,100	23,477,228
Utilities w/o Gas & Electric	<u>7,873,763</u>	<u>7,873,763</u>
Gross Valuation	\$3,556,396,783	\$1,964,935,459
Less Military Exemption	(1,624,000)	(1,624,000)
Less Homestead Exemption	<u>(9,386,000)</u>	<u>(9,386,000)</u>
Net Valuation	\$3,545,386,783	\$1,953,925,459
TIF Increment (used to compute debt service levies and constitutional debt limit)	\$82,121,790	\$82,121,790
Taxed Separately:		
Ag. Land & Buildings	\$319,610	\$236,056
Gas & Electric Utilities	\$42,566,589	\$12,208,145

2024 GROSS TAXABLE VALUATION BY CLASS OF PROPERTY ¹⁾

	<u>1/1/2024 Taxable Valuation</u>	<u>Percent Total</u>
Residential	\$1,301,504,865	65.83%
Commercial, Industrial and all Utilities	<u>675,638,739</u>	<u>34.17%</u>
Total Gross Taxable Valuation	\$1,977,143,604	100.00%

1) Includes all Utilities but excludes Taxable TIF Increment and Ag. Land & Buildings

TREND OF VALUATIONS

Assessment Year	Payable Fiscal Year	100% Actual Valuation	Taxable Valuation (With Rollback)	Taxable TIF Increment
2020	2021-22	\$2,610,730,641	\$1,642,353,189	\$49,099,993
2021	2022-23	2,827,921,081	1,718,906,274	55,530,130
2022	2023-24	2,955,113,374	1,776,785,023	56,255,462
2023	2024-25	3,549,807,282	1,895,593,695	72,081,677
2024	2025-26	3,670,394,772	1,966,133,604	82,121,790

The 100% Actual Valuations, before rollback and after reduction of exemptions, include Ag. Land & Buildings, TIF Increment and Gas & Electric Utilities. The Taxable Valuations, with the rollback and after the reduction of exemptions, includes Gas & Electric Utilities and exclude Taxable TIF Increments and Ag. Land & Buildings. Iowa counties certify operating levies against Taxable Valuations excluding the Taxable TIF Increment and debt service levies are certified against Taxable Valuations including the Taxable TIF Increment.

LARGER TAXPAYERS

Set forth in the following table are the persons or entities which represent larger taxpayers within the boundaries of the City, as provided by the Dallas and Polk County auditor's offices. No independent investigation has been made of and no representation is made herein as to the financial condition of any of the taxpayers listed below or that such taxpayers will continue to maintain their status as major taxpayers in the City. With the exception of the electric and natural gas provider noted below (which is subject to an excise tax in accordance with Iowa Code chapter 437A), the City's mill levy is uniformly applicable to all of the properties included in the table, and thus taxes expected to be received by the City from such taxpayers will be in proportion to the assessed valuations of the properties. The total tax bill for each of the properties is dependent upon the mill levies of the other taxing entities which overlap the properties.

<u>Taxpayer</u> ¹⁾	<u>Type of Property</u>	<u>1/1/2024 Taxable Valuation</u> ²⁾
RJW LLC	Commercial/ Agriculture	\$25,250,538
Catholic Health Initiatives	Commercial	20,636,147
HCII-12499 University Avenue LLC ³⁾	Commercial	19,826,148
NCMIC Properties LLC	Commercial	18,476,147
Des Moines Medical Properties LLC	Commercial	18,386,147
PHS Walnut Ridge LLC	Residential	17,260,691
Menard Inc.	Commercial	16,309,848
Westridge Urban LLC	Commercial	15,948,048
Meadowview of Clive Holdings LLC	Residential	12,973,648
Glacier Properties Holding Co.	Residential	12,721,156

1) This list represents some of the larger taxpayers in the City, not necessarily the 10 largest taxpayers.

2) The January 1, 2024, Taxable Valuation listed represents only those valuations associated with the title holder and may not necessarily represent the entire taxable valuation.

3) Formerly MD Realty of Des Moines LLC.

Source: Dallas and Polk County Auditor's Offices

LEVIES AND TAX COLLECTIONS

<u>Collection Period</u>	<u>Levy ¹⁾</u>	<u>Collected During Collection Year ²⁾</u>	<u>Percent Collected</u>
2021-22	\$17,992,381	\$18,028,102	100.20%
2022-23	18,920,814	18,919,485	99.99%
2023-24	19,542,990	19,558,101	100.08%
2024-25	20,615,075	20,639,134	100.12%
2025-26	20,692,085	--- In process of collection ---	

1) Levy includes Regular, Ag. and all Utility properties, as well as Taxable TIF Increment.

2) Collections provided by Polk & Dallas County Auditors and include delinquent taxes from prior years.

Property taxes in Iowa are delinquent each October 1 and April 1 and a late payment penalty of 1.5% per month of delinquency is enforced as of those dates. If delinquent taxes are not paid, the property may be offered at the regular tax sale on the third Monday of June following the delinquency date. Purchasers at the tax sale must pay an amount equal to the taxes, special assessments, interest and penalties due on the property and funds so received are applied to taxes. A property owner may redeem from the regular tax sale but, failing redemption within three years, the tax sale purchaser is entitled to a deed, which in general conveys the title free and clear of all liens except future tax installments.

TAX RATES

<u>Dallas County Resident</u>	<u>FY 2021-22</u>	<u>FY 2022-23</u>	<u>FY 2023-24</u>	<u>FY 2024-25</u>	<u>FY 2025-26</u>
	<u>\$/ \$1,000</u>	<u>\$/ \$1,000</u>	<u>\$/ \$1,000</u>	<u>\$/ \$1,000</u>	<u>\$/ \$1,000</u>
Dallas County ¹⁾	4.27321	3.89782	3.95118	4.57540	4.47906
City of Clive	10.14268	10.14078	10.14000	9.91971	9.92031
Waukee CSD	17.80270	17.80254	17.80342	17.80429	17.75876
Des Moines Regional Transit Authority	0.62995	0.60414	0.58053	0.58143	0.56989
Des Moines Area Community College	0.67789	0.69448	0.74410	0.75916	0.78046
Walnut Cemetery	0.01400	0.01600	0.00926	0.00800	0.00800
State of Iowa	<u>0.00260</u>	<u>0.00240</u>	<u>0.00180</u>	<u>0.00180</u>	<u>0.00000</u>
Total Tax Rate City Resident	33.54303	33.15816	33.23029	33.64979	33.51648
 <u>Polk County Resident</u>	 <u>FY 2021-22</u>	 <u>FY 2022-23</u>	 <u>FY 2023-24</u>	 <u>FY 2024-25</u>	 <u>FY 2025-26</u>
	 <u>\$/ \$1,000</u>	 <u>\$/ \$1,000</u>	 <u>\$/ \$1,000</u>	 <u>\$/ \$1,000</u>	 <u>\$/ \$1,000</u>
Polk County ²⁾	9.93801	9.60691	9.66460	9.45410	9.37343
City of Clive	10.14268	10.14078	10.14000	9.91971	9.92031
West Des Moines CSD	13.15921	13.15798	13.16057	12.21816	12.21780
Des Moines Regional Transit Authority	0.62995	0.60414	0.58053	0.58143	0.56989
Des Moines Area Community College	0.67789	0.69448	0.74410	0.75916	0.78046
State of Iowa	<u>0.00260</u>	<u>0.00240</u>	<u>0.00180</u>	<u>0.00180</u>	<u>0.00000</u>
Total Tax Rate City Resident	34.55034	34.20669	34.29160	32.93436	32.86189

1) County rate also includes County Assessor, Ag. Extension and Dallas County Hospital tax rates.

2) County rate also includes County Assessor, Ag. Extension and Broadlawns Medical Center tax rates.

LEVY LIMITS

Pursuant to HF 718 the City's new adjusted city general fund levy ("ACGFL") for Fiscal Year 2025-26 is \$6.94031. To control the growth of property taxes, the ACGFL is subject to potential limitation or reduction by constraining growth each year depending on if certain growth triggers are met or exceeded during the prior year. The levy limitation is only applicable Fiscal Year 2024-2025 through Fiscal Year 2027-2028. Beginning in Fiscal Year 2028-2029, the levy limitation ceases and the City will go to a \$8.10 ACGFL maximum. Certain levies like debt service, pensions, employee benefits and capital improvement reserve fund are not included in the new ACGFL limitation. The City's recent property valuation growth has often exceeded the new legislative caps. Assuming the City exceeds the legislative caps in the future, the City's general fund levies will lag its relative valuation growth. For Fiscal Year 2025-26, the City's non TIF tax valuation growth is 3.72% causing the City's property tax revenue from the ACGFL to be reduced by 1.0% of its revenues. The City's Budget for Fiscal Year 2025-26 accommodated this reduction of tax revenues relative to its non-TIF tax valuation growth. Debt service levies are not limited, rather the City is only subject to the aggregate constitutional debt limits. See "DEBT LIMIT" under "CITY INDEBTEDNESS" included in APPENDIX A to this Preliminary Official Statement. See "PROPERTY TAX LEGISLATION" included in APPENDIX A to this Preliminary Official Statement for a discussion of revisions to the administration of the general fund levy beginning in Fiscal Year 2025-26. See also "PAYMENT OF AND SECURITY FOR THE BONDS" herein.

FUNDS ON HAND (Cash and Investments as of July 31, 2025)

General Fund	\$10,166,799.69
Road Use	1,839,730.75
Local Option Sales Tax	1,344,575.12
TIF	596,061.13
Trust & Agency	3,527,744.87
Forfeitures/Equitable Sharing	(592.19) ¹⁾
Police Seizures	30,169.69
Debt Service	1,006,603.39
Capital Projects	39,226,688.60
Special Assessments	(15,143.00) ²⁾
Water Utility	10,074,008.83
Water Utility Deposit	370,783.64
Water Improvement	7,988.15
Sewer Utility	7,278,296.35
Storm Water Utility	312,133.16
Internal Service #1	1,001,897.43
Internal Service Fund #2	(488,495.00) ³⁾
Petty Cash	<u>700.00</u>
Total Cash and Investments	\$76,279,950.61

1) Deficit will be eliminated by transfer from police seizures fund.

2) Deficit will be eliminated by special assessments.

3) Deficit will be eliminated by internal service fund.

CITY INDEBTEDNESS

DEBT LIMIT

Article XI, Section 3 of the State of Iowa Constitution limits the amount of debt outstanding at any time of any county, municipality or other political subdivision to no more than 5% of the actual value of all taxable property within the corporate limits, as taken from the last state and county tax list. The debt limit for the City, based on its 2024 valuation currently applicable to the Fiscal Year 2025-26 follows:

2024 Actual Valuation of Property	\$3,670,394,772 ¹⁾
Legal Debt Limit of 5%	<u>0.05</u>
Legal Debt Limit	\$183,519,738
Less: G.O. Debt Subject to Debt Limit	(55,110,000) *
Less: Developer Rebate Agreements	<u>(99,662)</u>
Net Debt Limit	\$128,310,076 *

1) Actual Valuation as reported by the Iowa Department of Management for the Fiscal Year 2025-26.

DIRECT DEBT

General Obligation Debt Paid by Taxes

<u>Date of Issue</u>	<u>Original Amount</u>	<u>Purpose</u>	<u>Final Maturity</u>	<u>Principal Outstanding As of 11/13/25</u>
10/13A	\$1,970,000	City Improvements	6/28	\$495,000
4/17A	2,150,000	City Improvements	6/26	190,000
4/17B	1,300,000	City Improvements (Taxable)	6/26	155,000
4/19A	3,388,750	City Improvements & Refunding	6/29	999,000
4/20A	2,040,000	City Improvements	6/30	975,000
4/21A	3,020,000	City Improvements	6/31	1,520,000
4/22A	4,000,000	City Improvements	6/32	2,760,000
5/23A	3,655,000	City Improvements	6/33	3,240,000
5/24A	5,105,000	City Improvements	6/34	4,790,000
5/25A	5,570,000	City Improvements	6/37	<u>5,570,000</u>
Subtotal				\$20,694,000

General Obligation Debt Paid by Water Revenue

<u>Date of Issue</u>	<u>Original Amount</u>	<u>Purpose</u>	<u>Final Maturity</u>	<u>Principal Outstanding As of 11/13/25</u>
4/19A	\$211,000	Refunding	6/26	\$36,000

General Obligation Debt Paid by Tax Increment Revenue (Includes the Bonds)

<u>Date of Issue</u>	<u>Original Amount</u>	<u>Purpose</u>	<u>Final Maturity</u>	<u>Principal Outstanding As of 11/13/25</u>
10/19C	\$2,645,000	Street Improvements	6/31	\$1,545,000
11/21C	8,640,000	City Improvements	6/39	7,775,000
11/23B	4,735,000	City Improvements	6/39	4,520,000
11/24B	3,380,000	City Improvements	6/44	3,230,000
11/25B	5,625,000*	City Improvements	6/40	<u>5,625,000</u> *
Subtotal				\$22,695,000*

* Preliminary; subject to change.

General Obligation Debt Paid by Local Option Sales and Services Tax Revenue

<u>Date of Issue</u>	<u>Original Amount</u>	<u>Purpose</u>	<u>Final Maturity</u>	<u>Principal Outstanding As of 11/13/25</u>
10/19B	\$4,510,000	Public Safety Facility	6/39	\$3,350,000
4/20B	5,350,000	Public Safety Facility	6/39	4,210,000
4/21B	5,100,000	Public Safety Facility	6/40	<u>4,125,000</u>
Subtotal				\$11,685,000

Total General Obligation Debt Subject to Debt Limit: \$55,110,000*

ANNUAL FISCAL YEAR DEBT SERVICE PAYMENTS

General Obligation Debt Paid by Taxes

	<u>Current Outstanding</u>	
<u>Fiscal Year</u>	<u>Principal</u>	<u>Principal & Interest</u>
2025-26	\$2,569,000	\$3,535,977
2026-27	2,275,000	3,108,695
2027-28	2,460,000	3,185,510
2028-29	2,380,000	2,991,875
2029-30	2,285,000	2,787,600
2030-31	2,165,000	2,565,200
2031-32	1,980,000	2,287,950
2032-33	1,645,000	1,862,250
2033-34	1,210,000	1,345,000
2034-35	550,000	624,500
2035-36	575,000	622,000
2036-37	<u>600,000</u>	624,000
	\$20,694,000	

General Obligation Debt Paid by Water Revenue

	<u>Total Outstanding</u>	
<u>Fiscal Year</u>	<u>Principal</u>	<u>Principal & Interest</u>
2025-26	\$36,000	\$37,800

General Obligation Debt Paid by Tax Increment Revenue (Includes the Bonds)

Fiscal Year	<u>Current Outstanding</u>		<u>The Bonds</u>		<u>Total Outstanding</u>	
	<u>Principal</u>	<u>Principal & Interest</u>	<u>Principal*</u>	<u>Principal & Interest*</u>	<u>Principal*</u>	<u>Principal & Interest*</u>
2025-26	\$1,020,000	\$1,643,269	\$300,000	\$442,010	\$1,320,000	\$2,085,279
2026-27	920,000	1,492,419	275,000	518,200	1,195,000	2,010,619
2027-28	960,000	1,486,469	290,000	519,450	1,250,000	2,005,919
2028-29	1,000,000	1,483,619	300,000	514,950	1,300,000	1,998,569
2029-30	1,045,000	1,483,769	315,000	514,950	1,360,000	1,998,719
2030-31	1,085,000	1,480,369	335,000	519,200	1,420,000	1,999,569
2031-32	1,120,000	1,473,869	350,000	517,450	1,470,000	1,991,319
2032-33	1,160,000	1,477,819	365,000	514,950	1,525,000	1,992,769
2033-34	1,195,000	1,475,219	385,000	516,700	1,580,000	1,991,919
2034-35	1,230,000	1,474,669	405,000	517,450	1,635,000	1,992,119
2035-36	1,260,000	1,467,513	425,000	517,200	1,685,000	1,984,713
2036-37	1,300,000	1,468,925	440,000	515,200	1,740,000	1,984,125
2037-38	1,335,000	1,463,900	460,000	517,600	1,795,000	1,981,500
2038-39	1,380,000	1,466,750	480,000	519,200	1,860,000	1,985,950
2039-40	195,000	237,400	<u>500,000</u>	520,000	695,000	757,400
2040-41	205,000	239,600			205,000	239,600
2041-42	210,000	236,400			210,000	236,400
2042-43	220,000	238,000			220,000	238,000
2043-44	<u>230,000</u>	239,200			<u>230,000</u>	239,200
	\$17,070,000		\$5,625,000*		\$22,695,000*	

* Preliminary; subject to change.

General Obligation Debt Paid by Local Option Sales and Services Tax Revenue

Fiscal Year	<u>Total Outstanding</u>	
	<u>Principal</u>	<u>Principal & Interest</u>
2025-26	\$720,000	\$998,243
2026-27	735,000	989,293
2027-28	745,000	974,843
2028-29	760,000	966,218
2029-30	760,000	942,118
2030-31	775,000	942,498
2031-32	795,000	947,045
2032-33	810,000	946,608
2033-34	825,000	945,423
2034-35	845,000	948,510
2035-36	870,000	955,504
2036-37	885,000	951,935
2037-38	910,000	957,468
2038-39	940,000	967,168
2039-40	<u>310,000</u>	316,200
	\$11,685,000	

REVENUE DEBT

WRA Issued Revenue Debt Supported by Sewer Utility Revenues

The City is a member of the Des Moines Metropolitan Wastewater Reclamation Authority (“WRA”) and has entered into a financing agreement with the WRA to provide for the City’s share of capital contribution for the construction and ongoing expansion of the metropolitan wastewater system. The City is responsible for a portion of the WRA sewer revenue debt payable from the revenues of their sewer system; its responsibilities pursuant to the WRA Financing Agreement stand as nearly as practicable on a parity and equality of rank with the City’s direct sewer revenue bonds and parity obligations listed previously. The amounts listed below are based on Fiscal Year 2025-26 WRA flows. The debt is as follows:

<u>Date of Issue</u>	<u>Original Amount</u>	<u>Purpose</u>	<u>Final Maturity</u>	<u>Principal Outstanding As of 11/13/25</u>
6/08A	\$404,740	Sewer Improvements (SRF Loan)	6/39	\$396,002 ¹⁾
6/08B	589,120	Sewer Improvements (SRF Loan)	6/39	240,017 ²⁾
6/08D	237,440	Sewer Improvements (SRF Loan)	6/38	91,542 ³⁾
3/09B	752,640	Sewer Improvements (SRF Loan)	6/39	311,092 ⁴⁾
7/09C	782,000	Sewer Improvements (SRF Loan)	6/39	340,614 ⁵⁾
4/10A	188,700	Sewer Improvements (SRF Loan)	6/40	218,178 ⁶⁾
4/10B	595,000	Sewer Improvements (SRF Loan)	6/40	273,570 ⁷⁾
6/10C-1	66,600	Sewer Improvements (SRF Loan)	6/32	59,749 ⁸⁾
6/10C-2	715,950	Sewer Improvements (SRF Loan)	6/32	265,067 ⁹⁾
5/11A	1,866,213	Sewer Improvements (SRF Loan)	6/42	1,251,874 ¹⁰⁾
3/11B	1,318,139	Sewer Improvements (SRF Loan)	6/41	652,078 ¹¹⁾
5/11C	199,603	Sewer Improvements (SRF Loan)	6/41	259,020 ¹²⁾
12/11D	284,544	Sewer Improvements (SRF Loan)	6/43	444,290 ¹³⁾
5/12B	234,456	Sewer Improvements (SRF Loan)	6/42	119,202 ¹⁴⁾
5/12C	546,840	Sewer Improvements (SRF Loan)	6/43	390,760 ¹⁵⁾
5/12D	212,660	Sewer Improvements (SRF Loan)	6/42	145,990 ¹⁶⁾
11/12E	1,040,334	Sewer Improvements (SRF Loan)	6/43	546,644 ¹⁷⁾
11/12F	120,780	Sewer Improvements (SRF Loan)	6/43	63,384 ¹⁸⁾
11/12G	445,500	Sewer Improvements (SRF Loan)	6/44	715,573 ¹⁹⁾
4/13A	250,019	Sewer Improvements (SRF Loan)	6/43	167,520 ²⁰⁾
2/14A	64,498	Sewer Improvements (SRF Loan)	6/34	27,063 ²¹⁾
2/14C	455,059	Sewer Improvements (SRF Loan)	6/34	174,338 ²²⁾
2/14D	312,008	Sewer Improvements (SRF Loan)	6/34	126,924 ²³⁾
1/15A	487,227	Sewer Improvements (SRF Loan)	6/35	199,732 ²⁴⁾
1/15C	135,840	Sewer Improvements (SRF Loan)	6/35	57,369 ²⁵⁾
5/15E	1,798,161	Sewer Revenue Refunding Bonds	6/36	880,118 ²⁶⁾
2/16A	280,496	Sewer Improvements (SRF Loan)	6/35	130,353 ²⁷⁾
2/16E	52,571	Sewer Improvements (SRF Loan)	6/36	22,214 ²⁸⁾
12/16F	1,061,200	Sewer Improvements (SRF Loan)	6/48	792,111 ²⁹⁾
12/17A	1,199,660	Sewer Improvements (SRF Loan)	6/49	992,130 ³⁰⁾
4/18A	132,594	Sewer Improvements (SRF Loan)	6/40	99,261 ³¹⁾
12/18D-1	315,700	Sewer Improvements (SRF Loan)	6/39	248,709 ³²⁾
12/18D-2	252,560	Sewer Improvements (SRF Loan)	6/30	61,764 ³³⁾
12/18E	356,741	Sewer Improvements (SRF Loan)	6/40	287,680 ³⁴⁾
12/18F	189,420	Sewer Improvements (SRF Loan)	6/39	76,197 ³⁵⁾
12/19A	380,016	Sewer Improvements (SRF Loan)	6/39	265,819 ³⁶⁾
12/20B	349,440	Sewer Improvements (SRF Loan)	6/42	331,582 ³⁷⁾
4/21A	1,828,295	Sewer Revenue Refunding Bonds	6/34	1,209,018 ³⁸⁾
6/22A	617,618	Sewer Improvements (SRF Loan)	6/43	566,158 ³⁹⁾
12/22B	245,484	Sewer Improvements (SRF Loan)	6/43	144,631 ⁴⁰⁾

(Continued on next page)

<u>Date of Issue</u>	<u>Original Amount</u>	<u>Purpose</u>	<u>Final Maturity</u>	<u>Principal Outstanding As of 11/13/25</u>
12/22C	\$333,520	Sewer Improvements (SRF Loan)	6/43	\$270,059 ⁴¹⁾
12/22D	800,448	Sewer Improvements (SRF Loan)	6/54	769,702 ⁴²⁾
5/23A	927,830	Sewer Improvements (SRF Loan)	6/46	932,170 ⁴³⁾
6/24B	739,662	Sewer Revenue Bonds	6/39	715,215 ⁴⁴⁾
8/24C	223,516	Sewer Improvements (SRF Loan)	6/44	220,173 ⁴⁵⁾
8/24D	294,100	Sewer Improvements (SRF Loan)	6/55	300,700 ⁴⁶⁾
12/24E	294,100	Sewer Improvements (SRF Loan)	6/46	300,700 ⁴⁷⁾
2/25A	347,038	Sewer Improvements (SRF Loan)	6/34	354,826 ⁴⁸⁾
8/25B	661,540	Sewer Improvements (SRF Loan)	6/46	661,540 ⁴⁹⁾
9/25C	76,979	Sewer Improvements (SRF Loan)	6/45	76,979 ⁵⁰⁾
9/25D	57,133	Sewer Improvements (SRF Loan)	6/45	<u>57,133</u> ⁵¹⁾
Total				\$18,304,534

The amounts listed represent the City's share of the principal payments of the various WRA bond issues. Other participating WRA communities pay the remaining amounts. Flow-based allocations are subject to change on an annual basis; as such the amount outstanding may be greater than the amount issued due to fluctuations in flow.

Notes:

- 1) The City's flow-based share of the WRA's Series 2008A SRF loan outstanding in the amount of \$9,725,000.
- 2) The City's flow-based share of the WRA's Series 2008B SRF loan outstanding in the amount of \$3,870,000.
- 3) The City's flow-based share of the WRA's Series 2008D SRF loan outstanding in the amount of \$1,476,000.
- 4) The City's flow-based share of the WRA's Series 2009B SRF loan outstanding in the amount of \$5,016,000.
- 5) The City's flow-based share of the WRA's Series 2009C SRF loan outstanding in the amount of \$5,492,000.
- 6) The City's flow-based share of the WRA's Series 2010A SRF loan outstanding in the amount of \$5,358,000.
- 7) The City's flow-based share of the WRA's Series 2010B SRF loan outstanding in the amount of \$4,411,000.
- 8) The City's flow-based share of the WRA's Series 2010C-1 SRF loan outstanding in the amount of \$1,987,000.
- 9) The City's flow-based share of the WRA's Series 2010C-2 SRF loan outstanding in the amount of \$8,815,000.
- 10) The City's flow-based share of the WRA's Series 2011A SRF loan outstanding in the amount of \$41,632,000.
- 11) The City's flow-based share of the WRA's Series 2011B SRF loan outstanding in the amount of \$10,514,000.
- 12) The City's flow-based share of the WRA's Series 2011C SRF loan outstanding in the amount of \$6,361,000.
- 13) The City's flow-based share of the WRA's Series 2011D SRF loan outstanding in the amount of \$10,910,861.
- 14) The City's flow-based share of the WRA's Series 2012B SRF loan outstanding in the amount of \$1,922,000.
- 15) The City's flow-based share of the WRA's Series 2012C SRF loan outstanding in the amount of \$12,995,000.
- 16) The City's flow-based share of the WRA's Series 2012D SRF loan outstanding in the amount of \$4,855,000.
- 17) The City's flow-based share of the WRA's Series 2012E SRF loan outstanding in the amount of \$8,814,000.
- 18) The City's flow-based share of the WRA's Series 2012F SRF loan outstanding in the amount of \$1,022,000.
- 19) The City's flow-based share of the WRA's Series 2012G SRF loan outstanding in the amount of \$17,573,000.
- 20) The City's flow-based share of the WRA's Series 2013A SRF loan outstanding in the amount of \$5,571,000.
- 21) The City's flow-based share of the WRA's Series 2014A SRF loan outstanding in the amount of \$900,000.
- 22) The City's flow-based share of the WRA's Series 2014C SRF loan outstanding in the amount of \$2,811,000.
- 23) The City's flow-based share of the WRA's Series 2014D SRF loan outstanding in the amount of \$3,117,000.
- 24) The City's flow-based share of the WRA's Series 2015A SRF loan outstanding in the amount of \$4,905,000.
- 25) The City's flow-based share of the WRA's Series 2015C SRF loan outstanding in the amount of \$925,000.
- 26) The City's flow-based share of the WRA's Series 2015E Sewer Revenue Refunding Bonds outstanding in the amount of \$20,125,000.
- 27) The City's flow-based share of the WRA's Series 2016A SRF loan outstanding in the amount of \$4,335,000.
- 28) The City's flow-based share of the WRA's Series 2016E SRF loan outstanding in the amount of \$358,179.
- 29) The City's flow-based share of the WRA's Series 2016F SRF loan outstanding in the amount of \$33,557,000.
- 30) The City's flow-based share of the WRA's Series 2017A SRF loan outstanding in the amount of \$32,994,000.
- 31) The City's flow-based share of the WRA's Series 2018A SRF loan outstanding in the amount of \$3,301,000.
- 32) The City's flow-based share of the WRA's Series 2018D-1 SRF loan outstanding in the amount of \$8,271,000.
- 33) The City's flow-based share of the WRA's Series 2018D-2 SRF loan outstanding in the amount of \$2,054,000.
- 34) The City's flow-based share of the WRA's Series 2018E SRF loan outstanding in the amount of \$9,567,000.
- 35) The City's flow-based share of the WRA's Series 2018F SRF loan outstanding in the amount of \$2,534,000.
- 36) The City's flow-based share of the WRA's Series 2019A SRF loan outstanding in the amount of \$8,840,000.
- 37) The City's flow-based share of the WRA's Series 2020B SRF loan outstanding in the amount of \$11,027,000.
- 38) The City's flow-based share of the WRA's Series 2021A Sewer Revenue Refunding Bonds outstanding in the amount of \$27,995,000.
- 39) The City's flow-based share of the WRA's Series 2022A SRF loan outstanding in the amount of \$18,828,000.
- 40) The City's flow-based share of the WRA's Series 2022B SRF loan outstanding in the amount of \$2,332,000. The WRA reissued Series 2022B on November 1, 2024 to recognize \$1,000,000 of loan forgiveness.
- 41) The City's flow-based share of the WRA's Series 2022C SRF loan outstanding in the amount of \$8,995,000. The WRA reissued Series 2022C on August 1, 2025 to recognize \$1,000,000 of loan forgiveness.
- 42) The City's flow-based share of the WRA's Series 2022D SRF loan outstanding in the amount of \$25,801,000. The WRA reissued Series 2022D to reset the interest rate on 9/5/2025.
- 43) The City's flow-based share of the WRA's Series 2023A SRF loan outstanding in the amount of \$31,000,000.

(Continued on next page.)

- 44) The City's flow-based share of the WRA's Series 2024B Sewer Revenue Bonds outstanding in the amount of \$23,785,000.
 45) The City's flow-based share of the WRA's Series 2024C SRF loan outstanding in the amount of \$7,322,000.
 46) The City's flow-based share of the WRA's Series 2024D SRF loan outstanding in the amount of \$10,000,000.
 47) The City's flow-based share of the WRA's Series 2024E SRF loan outstanding in the amount of \$10,000,000.
 48) The City's flow-based share of the WRA's Series 2025A SRF loan outstanding in the amount of \$11,800,000.
 49) The City's flow-based share of the WRA's Series 2025B SRF loan outstanding in the amount of \$22,000,000.
 50) The City's flow-based share of the WRA's Series 2025C SRF loan outstanding in the amount of \$2,650,000.
 51) The City's flow-based share of the WRA's Series 2025D SRF loan outstanding in the amount of \$1,900,000.

OVERLAPPING DEBT

<u>Taxing District</u>	<u>1/1/2024 Taxable Valuation</u> ¹⁾	<u>Taxable Valuation within City</u>	<u>Percent In City</u>	<u>G.O. Debt</u> ²⁾	<u>City's Proportionate Share</u>
Polk County	\$37,159,717,692	\$1,302,056,777	3.50%	\$469,649,000	\$16,437,715
Dallas County	10,807,117,645	746,434,673	6.91%	16,970,000	1,172,627
West Des Moines CSD	6,233,944,636	1,302,056,777	20.89%	40,105,000	8,377,935
Waukee CSD	8,186,319,345	746,434,673	9.12%	358,190,000	32,666,928
DMACC	70,226,021,383	2,048,491,450	2.92%	66,060,000	<u>1,928,952</u>
City share of total overlapping debt					\$60,584,157

- 1) Taxable Valuation is less military exemption and includes Ag. Land & Buildings, Taxable TIF Increment and all Utilities.
 2) Includes general obligation bonds, PPEL notes, certificates of participation and new jobs training certificates. Estimate as of August 28, 2025, based on publicly available information.

DEBT RATIOS

	<u>G.O. Debt</u>	<u>Debt/Actual Market Value (\$3,670,394,772)</u> ¹⁾	<u>Debt/18,601 Population</u> ²⁾
Total General Obligation Debt	\$55,110,000*	1.50%*	\$2,962.74*
City's share of overlapping debt	\$60,584,157	1.65%	\$3,257.04

- 1) Based on the City's 2024 Actual Valuation; includes Ag. Land & Buildings, all Utilities and Taxable TIF Increment.
 2) Based on the City's 2020 U.S. Census.

* Preliminary; subject to change.

THE CITY

CITY GOVERNMENT

The City was organized as a municipality in 1956 and is governed under a Mayor-Council form of government which provides, by ordinance, for a City Manager to be appointed by the Council to serve the City. Mr. Matt McQuillen serves as the City Manager. Mr. McQuillen previously served as the Assistant City Manager from March 2011 until he moved into the City Manager role in January 2018. The five-member City Council is elected at large to represent the City.

The City owns their sanitary sewer and water distribution systems. The water and sewer systems are served by the Des Moines Water Works and Wastewater Reclamation Authority respectively, under the direction of the Council and supervision of the Public Works Director. A full-time police department and combined full-time and part-time fire department protect the public safety.

EMPLOYEES AND PENSIONS

The City currently has 136 full-time employees and 61 part-time employees. The City's total employee count increases by approximately 164 during summer months due to operations of the City's Aquatic Center and summer programs.

The City participates in two statewide employee retirement systems, the Iowa Public Employees Retirement System ("IPERS") and the Municipal Fire and Police Retirement System of Iowa ("MFPRSI"). The State of Iowa administers IPERS and a nine-member board of trustees governs the MFPRSI. Though separate and apart from state government, the MFPRSI board is authorized by the state legislature, which also establishes by statute the pension and disability benefits and the system's funding mechanism. All full-time employees, except the city manager, must participate in either IPERS or MFPRSI.

Iowa Public Employees Retirement System: The City contributes to IPERS, which is a cost-sharing, multiple-employer, contributory defined, benefit public employee retirement system administered by the State of Iowa. IPERS provides retirement and death benefits, which are established by State statute, to plan members and beneficiaries. IPERS is authorized to adjust the total contribution rate up or down each year, by no more than one percentage point, based upon the actuarially required contribution rate. For the Fiscal Year ending June 30, 2024, regular members contributed 6.29% of payroll and the City contributed 9.44% of payroll, for a total rate of 15.73%. Protection occupation members contributed 6.21% of covered payroll and the City contributed 9.31% of covered payroll, for a total rate of 15.52%. The City's contributions to IPERS for the past three fiscal years, as shown below, equal the required contributions for each year.

	<u>FY 2021-22</u>	<u>FY 2022-23</u>	<u>FY 2023-24</u>
IPERS City Contribution	\$800,211	\$891,346	\$909,063

As of June 30, 2024, the City reported a liability of \$3,474,651 for its proportionate share of the net pension liability. The net pension liability was measured as of June 30, 2023 and the total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of that date. The City's proportion of the net pension liability was based on the City's share of contributions to the pension plan relative to the contributions of all IPERS participating employers. As of June 30, 2023, the City's proportion was 0.076981%, which was an increase of 0.011607% from its proportion measured as of June 30, 2022.

The IPERS ACFR is available on the IPERS website, or by contacting IPERS at 7401 Register Drive P.O. Box 9117, Des Moines, IA 50321.

Municipal Fire and Police Retirement System of Iowa: The City contributes to MFPRSI, which is a cost-sharing, multiple-employer, defined benefit pension plan mandatory for the City's firefighters and police officers. MFPRSI provides retirement, disability, and death benefits to plan members and beneficiaries. Benefit provisions are established by State statute, and vest after four years of credited service.

MFPRSI plan members are required to contribute a percentage of their annual covered salary, and the City is required to contribute at an actuarially determined rate of annual covered payroll. The contribution requirements of plan members and the City are established, and may be amended by State statute. The City’s contributions to MFPRSI for the past three fiscal years, as shown below, equal the required contributions for each year.

	<u>FY 2021-22</u>	<u>FY 2022-23</u>	<u>FY 2023-24</u>
MFPRSI City Contribution	\$550,963	\$560,243	\$552,068

As of June 30, 2024, the City reported a liability of \$4,048,076 for its proportionate share of the net pension liability. The net pension liability was measured as of June 30, 2023 and the total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of that date. The City’s proportion of the net pension liability was based on the City’s share of contributions to the pension plan relative to the contributions of all MFPRSI participating employers. As of June 30, 2023, the City’s proportion was 0.646452% which was an increase of 0.023345% from its proportion measured as of June 30, 2022.

The MFPRSI Independent Auditors Report is available on the MFPRSI website, or by contacting MFPRSI at 7155 Lake Drive, Suite 201, West Des Moines, IA 50266.

For additional information on the City’s pensions, refer to Note 5 - “PENSION AND RETIREMENT SYSTEMS”, beginning on page 23 of the City’s June 30, 2024 Independent Auditor’s Reports contained in APPENDIX C to this Preliminary Official Statement.

Bond Counsel, the City and the Municipal Advisor undertake no responsibility for and make no representations as to the accuracy or completeness of the information available from IPERS and MFPRSI discussed above or included on the IPERS and MFPRSI websites, including, but not limited to, updates of such information on the State Auditor’s website or links to other internet sites accessed through the IPERS and MFPRSI websites.

Deferred Compensation: The City offers its employees a deferred compensation plan created in accordance with Internal Revenue Code Section 457, as amended on August 20, 1996. The plan, available to all full-time City employees, permits them to defer a portion of their salary until future years. The City will match the employee’s contribution up to a maximum between 1.0% and 3.5%. The maximum match will vary based on the employee’s years of service and whether they are a department director or not. The City’s contribution shall not exceed the amount of the employee’s contribution. Members of MFPRSI hired after January 1, 2011 are not eligible for the City’s contributions. The deferred compensation is held in trust for the exclusive benefit of participants (or their beneficiaries in the event of the participant’s death) until termination, retirement, death or an unforeseeable emergency. The City provides neither administrative service to the plan nor investment advice for the plan. Part-time employees who work an average of 20 or more hours per week and have worked for the City longer than one year, are allowed to voluntarily participate in the 457 Plan. The City will not contribute any funds to the plans of part-time participants.

OTHER POST EMPLOYMENT BENEFITS

For employees wishing to voluntarily retire prior to the age of 65, who are a minimum of 55 years of age at the time of retirement, have at least 20 years of service, and wish to remain on the City employee health insurance plan, the City will assist the employee with the cost of single coverage health insurance until that employee reaches the age eligible to receive Medicare, according to a schedule based upon length of continued regular full-time service to the City. The City will also provide \$10,000 in life insurance coverage until age 65. Dental and vision coverage can be continued at the expense of the employee. After the retiree reaches the Medicare eligible age, any dependent the retiree has covered under the City’s employee health plan may continue their coverage under the City’s plan for three more years, or until the dependent reaches the Medicare eligible age, whichever occurs first. The retiree is responsible for expenses related to the policy.

As of June 30, 2024, there were 118 active members and 12 retired/disabled members in the plan. The City currently finances the retiree benefit plan on a pay-as-you-go basis. As of June 30, 2024, active member monthly premiums for the City and plan members were \$535-\$666 for single coverage, \$1,265-\$1,536 for employee and spouse/child, and \$1,307-\$1,754 for family coverage per month. The same monthly premiums apply to retirees. For the Fiscal Year ended June 30, 2024, the City contributed \$172,101 to the plan with retirees reimbursing the City \$94,825.

For additional information on the City’s OPEB, refer to Note 14 - “OTHER POST-EMPLOYMENT BENEFITS (OPEB)”, beginning on page 34 of the City’s June 30, 2024, Independent Auditor’s Reports contained in APPENDIX C to this Preliminary Official Statement.

UNION CONTRACTS

The City currently has negotiated contracts with the following unions:

<u>Union Name</u>	<u>Contract Expiration Date</u>
Teamsters Local Union 238	6/30/2027
Local Union 5055 Clive Professional Fire Fighters	6/30/2027

INSURANCE

The City’s insurance coverage is as follows:

<u>Type of Insurance</u>	<u>Occurrence/Aggregate Limit</u>
Workers’ Compensation	Statutory coverage
General Liability	
General aggregate limit (other than products-completed operations)	\$2,000,000 / Occurrence
Products (completed operations aggregate limit)	\$2,000,000
Personal and advertising injury limit	\$2,000,000
Fire damage limit	\$2,000,000 Limit
Medical expenses limit	\$10,000
Commercial Inland Marine	
Contractor’s equipment & miscellaneous property	\$2,817,943 Limit
Commercial Auto	
Liability	\$2,000,000 / Occurrence
Uninsured motorists	\$40,000
Underinsured motorists	\$40,000
Excess Liability	\$13,000,000
Cybersecurity Breach	\$2,000,000
Law Enforcement	\$2,000,000 / Occurrence
Wrongful Acts (Official error & omissions)	\$2,000,000 / Occurrence

GENERAL INFORMATION

LOCATION AND TRANSPORTATION

The City, with a 2020 City Census population of 18,601, comprises an area of over 4,700 land acres. The City is located in central Iowa, and is bounded on the east by the City of Windsor Heights, on the north by the City of Urbandale, on the south by the City of West Des Moines and on the west by the City of Waukee. Highways that serve the City include U.S. Interstate Highways No. 35, 80 and 235 and IA 6. Commercial airline service is available at Des Moines International Airport.

LARGER EMPLOYERS

There are many employment opportunities within the greater Des Moines metropolitan area. A representative list of larger employers located within the City is as follows:

<u>Employer</u>	<u>Type of Business</u>	<u>Approximate Number of Employees</u>
Wittern Group	Automated Dispensing Equip.	550
Willis Auto Campus	Vehicle Sales	331
Menards	Home Improvement Store	225
City of Clive	Municipal Government	197
West Des Moines Community School District	Education	185 ¹⁾
Waukee Community School District	Education	185 ¹⁾
Vision Electric & Plumbing	Utility Services	161
MercyOne Clive Medical Center	Health Services	150
Stew Hansen Hyundai	Vehicle Sales	125
Iowa Digestive Disease Center	Health Services	125
MercyOne Wellness Campus	Health Services	120
NCMIC Group, Inc.	Insurance	119
Nebraska Furniture Mart	Furniture/Appliance Sales	100
MercyOne Wellness Campus	Health Services	100
Chicago Bridge and Iron	Steel/Metal Goods	100
Marzetti Frozen Pasta	Food Distribution	95
ReMax Precision	Real Estate	94
Fareway Stores, Inc.	Grocery Store	85
Kohls Department Store	Retail Sales	75
Smart Honda	Vehicle Sales	70
Carrier Access, Inc.	Technology Solutions	65
Auto Jet Muffler Corporation	Vehicle Maintenance	65
McClure Engineering	Engineering Services	60
Progressive Insurance	Insurance	60
Clive Behavioral Health	Health Services	60
MercyOne Clive Rehabilitation Hospital	Health Services	55
Capital Orthopedics and Sports Medicine	Health Services	55
GreenState Credit Union	Financial Banking	50
Oral Surgeons PC	Health Services	50
ServiceMaster by Rice	Home Improvement	50
Charrette Venture Group	Architecture	50

1) Represents only the number of school district employees located within the City.

Source: The City of Clive, the Greater Des Moines Partnership and company inquiries. The list is updated frequently as changes are identified and is not to be construed as a complete profile.

RETAIL SALES

<u>Fiscal Year</u>	<u>Retail Sales</u>	<u>Taxes Collected</u>	<u>Number of Business</u> ¹⁾
2020	\$430,949,320	\$25,743,846	572
2021	460,635,167	27,530,720	587
2022	582,895,524	34,863,462	569
2023	618,363,434	36,978,924	555
2024	598,834,733	35,803,309	678

1) The Iowa Department of Revenue reports the number of returns filed, not the number of businesses. The number of businesses is estimated by dividing the total number of returns filed during the fiscal year by four.

Source: Iowa Department of Revenue; Iowa Retail Sales & Use Tax Annual Reports

BUILDING PERMITS

City officials reported the following construction activity as of July 31, 2025. Permits for the City are reported on a calendar year basis.

	<u>2021</u>	<u>2022</u>	<u>2023</u>	<u>2024</u>	<u>2025</u>
<u>Single Family Homes:</u>					
No. of new homes:	78	106	150	107	31
Valuation:	\$29,684,137	\$46,402,885	\$68,481,472	\$56,929,789	\$16,942,411
<u>Multiple Family Dwellings:</u> ¹⁾					
No. of new buildings:	4	3	0	12	0
Valuation:	\$1,035,140	\$953,706	\$0	\$4,342,900	\$0
<u>Dwelling Additions & Alterations</u>					
Valuation:	\$1,540,585	\$1,730,865	\$3,047,689	\$3,093,428	\$2,854,766
<u>Commercial/Industrial/Other:</u>					
No. of new buildings:	2	4	4	5	0
Valuation:	\$9,134,000	\$33,954,777	\$11,618,519	\$4,113,481	\$0
<u>Additions & Alterations</u>					
Valuation:	<u>\$8,279,107</u>	<u>\$16,242,570</u>	<u>\$6,419,790</u>	<u>\$11,080,727</u>	<u>\$9,554,683</u>
Total Permits	84	113	154	124	31
Total Valuations	\$49,672,969	\$99,284,803	\$89,567,470	\$79,560,324	\$29,351,860

1) Includes townhomes.

U.S. CENSUS DATA

Population Trend:

1990 U.S. Census	7,462
2000 U.S. Census	12,855
2005 Special City Census	14,125
2010 U.S. Census	15,447
2015 Special City Census	17,506
2020 U.S. Census	18,601

Source: U.S. Census Bureau and the City

UNEMPLOYMENT RATES

		<u>Des Moines MSA</u>	<u>State of Iowa</u>
Annual Averages:	2021	3.8%	3.9%
	2022	2.7%	2.8%
	2023	2.7%	2.9%
	2024	3.0%	3.0%
	2025 ¹⁾	3.7%	3.7%

1) Through July 2025.

Source: U.S. Bureau of Labor Statistics

EDUCATION

Public education is provided to the City by the West Des Moines Community School District, Waukee Community School District and parochial schools.

The Waukee Community School District provides public education with an October 2024 certified enrollment of 14,016.7. The Waukee Community School District, with approximately 2,444 full-time and part-time employees, owns and operates seventeen school buildings comprised of ten elementary schools, three middle schools, two grade eighth/ninth schools, and two high schools grades ten through twelve, which includes an innovation and learning center.

The West Des Moines Community School District provides public education with an October 2024 certified enrollment of 8,525.8. The West Des Moines Community School District, with approximately 1,387 full-time and part-time employees, owns and operates thirteen school buildings comprised of eight elementary schools, two middle schools, one ninth grade school, one high school and one alternative high school.

Continuing educational opportunities within commuting distance include Drake University (Des Moines), Grand View University (Des Moines), Upper Iowa University (West Des Moines), Des Moines Area Community College (Ankeny), Iowa State University (Ames) and Simpson College (Indianola).

FINANCIAL SERVICES

Financial services for the City are provided by Peoples Bank and branch offices of Bank of the West, Bankers Trust Company, N.A., First American Bank, Great Southern Bank, Great Western Bank, Legacy Bank, Lincoln Savings Bank and Wells Fargo Bank, N.A. Peoples Bank and Wells Fargo Bank, N.A. offices located within the City report deposits as of June 30th for each year as follows:

<u>Year</u>	<u>Peoples Bank</u>	<u>Wells Fargo Bank, N.A.</u>
2020	\$56,039,000	\$756,907,000
2021	57,914,000	782,737,000
2022	56,089,000	735,056,000
2023	68,853,000	615,935,000
2024	78,625,000	409,455,000

Source: Federal Deposit Insurance Corporation

APPENDIX B

FORM OF LEGAL OPINION

APPENDIX C

JUNE 30, 2024 INDEPENDENT AUDITOR'S REPORTS

APPENDIX D

FORM OF CONTINUING DISCLOSURE CERTIFICATE

OFFICIAL BID FORM

TO: The City Council of
City of Clive, Iowa

Sale Date: October 23, 2025
10:00 A.M., Central Time

RE: \$5,625,000* General Obligation Urban Renewal Bonds, Series 2025B (the "Bonds")

This bid is a firm offer for the purchase of the Bonds identified in the TERMS OF OFFERING, on the terms set forth in this OFFICIAL BID FORM and TERMS OF OFFERING, and is not subject to any conditions, except as permitted by the TERMS OF OFFERING. By submitting this bid, we confirm that we have an established industry reputation for underwriting new issuance of municipal bonds.

For all or none of the above Bonds, in accordance with the TERMS OF OFFERING, we will pay you \$_____ (not less than \$5,557,500) plus accrued interest to date of delivery for fully registered bonds bearing interest rates and maturing in the stated years as follows:

<u>Coupon</u>	<u>Maturity</u>	<u>Yield</u>	<u>Coupon</u>	<u>Maturity</u>	<u>Yield</u>
_____	2026	_____	_____	2034	_____
_____	2027	_____	_____	2035	_____
_____	2028	_____	_____	2036	_____
_____	2029	_____	_____	2037	_____
_____	2030	_____	_____	2038	_____
_____	2031	_____	_____	2039	_____
_____	2032	_____	_____	2040	_____
_____	2033	_____			

* Preliminary; subject to change. The aggregate principal amount of the Bonds is subject to increase or reduction by the City or its designee after the determination of the successful bidder. The City may increase or decrease each scheduled maturity in increments of \$5,000 but the total amount to be issued will not exceed \$5,910,000. Interest rates specified by the successful bidder for each maturity will not change. Final adjustments shall be in the sole discretion of the City.

The dollar amount of the purchase price proposed by the successful bidder will be changed if the aggregate principal amount of the Bonds is adjusted as described above. Any change in the principal amount of any maturity of the Bonds will be made while maintaining, as closely as possible, the successful bidder's net compensation, calculated as a percentage of bond principal. The successful bidder may not withdraw or modify its bid as a result of any post-bid adjustment. Any adjustment shall be conclusive, and shall be binding upon the successful bidder.

We hereby designate that the following Bonds to be aggregated into term bonds maturing on June 1 of the following years and in the following amounts (leave blank if no term bonds are specified):

<u>Years Aggregated</u>	<u>Maturity Year</u>	<u>Aggregate Amount</u>
_____ through _____	_____	_____
_____ through _____	_____	_____
_____ through _____	_____	_____

In making this offer we accept all of the terms and conditions of the TERMS OF OFFERING published in the Preliminary Official Statement dated October 9, 2025. In the event of failure to deliver these Bonds in accordance with the TERMS OF OFFERING as printed in the Preliminary Official Statement and made a part hereof, we reserve the right to withdraw our offer, whereupon the deposit accompanying it will be immediately returned. All blank spaces of this offer are intentional and are not to be construed as an omission.

Not as a part of our offer, the above quoted prices being controlling, but only as an aid for the verification of the offer, we have made the following computations:

NET INTEREST COST: \$_____

TRUE INTEREST COST: _____% (Based on dated date of November 13, 2025)

Account Manager: _____ By: _____

Account Members: _____

The foregoing offer is hereby accepted by and on behalf of the City Council of City of Clive, Iowa this 23rd day of October, 2025.

Attest: _____

By: _____

Title: _____

Title: _____



Memo

TO: Mayor and Council members

FROM: Ryan Mayer, Construction Services Administrator

DATE: October 9, 2025

RE: 2nd Consideration of No. Ordinance 1172 - Amend Provisions of Title 10 Building Regulations of the City of Clive Regarding: Chapter 12 (Rental Housing Code)

SYNOPSIS:

The ordinance and program updates were provided at the public hearing held on September 25, 2025. No additional questions or comments have been received.

The updated code has included the requested legal counsel changes which include:

1. Emphasis that the sanctions will be addressed with the owner of the property and not tenants.
2. Provide appeal language in the inspection report and notice of violations letters.
3. Provide 45 days vs 30 for the owner to have the tenants evicted from the rental in the event a suspension or revocation is approved by the board.
4. Provide preservation language in 10-12-16 (D) to avoid a constitutional challenge.
5. Although not provided in the enforcement provisions of the chapter, consideration has been given to the lien recommendation provided by legal counsel.

During the 2nd consideration, staff will provide an enforcement strategy flow chart along with updated program guidelines.

Staff recommends approval of the 2nd considerations for adoption.

Please feel free to contact me at 515-223-6221 or at rmayer@cityofclive.com if you have any questions or need additional information prior to the meeting.

Attachments:

1. Ordinance 1172 Rental Housing Code
2. Ch 12-Rental Housing Code-2025
3. Program Guidelines & Fee Schedule 2026
4. Enforcement Strategies Flow Chart

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

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CERTIFIED BY:

Matthew Graham, City Clerk

Chapter 12

RENTAL HOUSING CODE

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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 220 volt 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 unit 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 1st to November 1st.

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 1st to May 30th.

11. Section 602.4. Occupiable Workspaces. Insert the following dates.

- A. September 1st to May 30th.

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 may 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 directly 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.

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. Failure of the owner or operator to attend the hearing shall forfeit the owner's opportunity for a hearing and the recommended sanctions shall be placed in immediate effect. Referral to the building codes appeal board for sanction related cases shall not require an application fee to be paid by the owner.

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 all 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; and
5. Property/Owner violation history.

Property owner defenses to an enforcement action:

1. Owner reported the violation to law enforcement.
2. Owner evicted or attempted to evict tenants charged with a violation.
3. Owner undertook reasonable means to avoid a reoccurrence of code violations.
4. Owner 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 rental certificate cycle, 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 rental certificate cycle, 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 a final non-appealable decision. Subject to federal or state law to the contrary, suspension of a rental certificate shall be cause for the tenants to be evicted within 45 days of the suspension final non-appealable decision. 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 a final non-appealable decision. Subject to federal or state law to the contrary, revocation of a rental certificate shall be cause for the tenants to be evicted within 45 days of the revocation final non-appealable decision. 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.

RENTAL HOUSING PROGRAM GUIDELINES 2026-2027

The City has developed a Housing Program which includes the adoption of a Rental Housing Code and the development of a program that ensures the regular inspection of rental units, inspection of rental units upon complaint and certification of rental units. The Council has adopted the 2024 International Property Maintenance Code as the basis for the Rental Housing Code.

In support of the Rental Housing Code, the following policies shall be incorporated into the program with respect to all rental units (including single family homes, accessory dwelling units, each side of a duplex or townhome dwelling units):

1. 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 shall be 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 shall 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 the Rental Housing Code.

2. Boarding House

- Boarding houses shall only be allowed in zoning districts as adopted by Council.
- 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 Rental Code.

3. Lodging House

- Lodging houses shall only be allowed in zoning districts as adopted by Council.
- If occupant load space per table 404.5 is available, owner-occupied lodging houses shall be allowed to have 4 separate leases or subleases allowing 5 total bedrooms to be utilized per dwelling unit.
- Duplexes and ADUs shall be 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 Rental code.
- 4. Short-Term Rental Property (rent 30 consecutive days or less in a calendar year)
 - 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 Code shall apply to short-term rental properties except that no application fee, initial inspection and reinspection fees or certificate fees shall be charged. If any reinspections are required past the initial free reinspection, the owner shall be charged for the additional inspection(s).
- 5. Long-Term Rental Property (rent for 31 or more consecutive days in a calendar year)
 - All rentals considered long-term shall be subject to all the requirements of this rental code, including the required fees.

Program Operations

Self-Inspection (Rental Owner)

The owner or their designee (landlord, management company) shall be responsible to “self-inspect” their rental units and ensure they are maintained in accordance with the City code. Click here for the self-inspection checklist [Rental Owner Checklist.pdf](#) or visit the Rental Housing Program website at:

<https://www.cityofclive.com/services/communitydevelopment/rentalhousingprogram2.php>

It shall be the Owner’s responsibility to ensure every unit is fully compliant with all sections of the code before renting to tenants.

Program Registration

1. All Owners shall be registered online at <http://www.citizenserve.com/clive>
2. Rental unit certificates shall be renewed or applied for online at <http://www.citizenserve.com/clive>
3. Before clicking on the Rental Owner Checklist acknowledgement, the owner or management company shall download the current Rental Owner Checklist and use it to conduct a self-inspection of each individual rental unit.
4. Payment for the rental certificate shall be made through the CitizenServe website. A list of fees are provided at the end of this document.
5. Rental certificates shall be valid for up to two years. All rental certificates expire on December 31, 2027.
6. No units shall be rented until all the items on the self-inspection checklist have been reviewed and corrections made, the unit is registered online, fees have been paid and the owner is in good standing with the City.

Audit Inspection (City)

To ensure compliance, City staff will conduct audit inspections on approximately 17% of rental units annually. The certificate fees will cover the inspection and one reinspection. Additional reinspections will be charged to the Owner per the fee schedule adopted by Council.



The City will identify units for an “Audit Inspection” and send notifications providing at least 30 days’ notice.

Complaints

Tenants are required to submit complaints to the Owner in writing and the property owner and shall have 7 days to contact the tenant to address the complaint unless the complaint is associated with an emergency condition (e.g., electrical outage, deficient heat supply, lack of water supply to the unit, flooding of the unit). Emergency conditions shall be addressed within 24-hours.

If the Owner has not scheduled the repairs with the tenant or fails to make corrections within 20 days, the Community Development Department will conduct a Complaint Inspection (inspection of the entire unit will be completed). Exceptions will be granted if the Owner has made good-faith efforts to mitigate the deficiencies but have been unsuccessful due to the unavailability of parts/materials/etc. Documentation for situations such as this shall be provided to the Community Development Department. The inspection fees shall be billed to the Owner per the fee schedule adopted by Council.

Owners shall have ten days from the inspection date to appeal the violation(s) to the Building Codes Appeal Board. If the violation(s) is/are not corrected on or before the correction date indicated by the inspector, City staff has the authority to place a rent abatement order per section 10-12-16 (1) Rent Abatement, for the rental unit/tenant.

No person shall pursue an action for eviction because the tenant has reported a violation/complaint to the City or law enforcement.

No person shall cause any service, facility, equipment or utility under the rental code to be removed, shut off or discontinued in retaliation for a complaint.

Violations and Enforcement Strategies

The City has implemented into the rental code 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. Please refer to the Rental Code for strategy specifics.

1. Rent Abatement
2. Municipal Citation
3. Code Compliance Meeting with code compliance settlement agreement
4. Reduced Term Rental Certificate - Building Codes Appeals Board Action
5. Suspension of Rental Certificate - Building Codes Appeals Board Action
6. Revocation of Rental Certificate - Building Codes Appeals Board Action

Appeals

Owner’s shall have ten days from the inspection date to request an appeal to the Board. Applications packets shall be provided by the Community Development Department. Appeals will be processed per the following timeline:

Applications and payments due on or before the first day of the following month.



1st working day of following month

Staff shall review the application and begin working on the staff report. Communications shall be directed to the owner(s).

3rd Thursday of month

Building Codes Appeal Board hearing will take place. Board decisions will take effect immediately or within the timeline provided by the board.

Fees

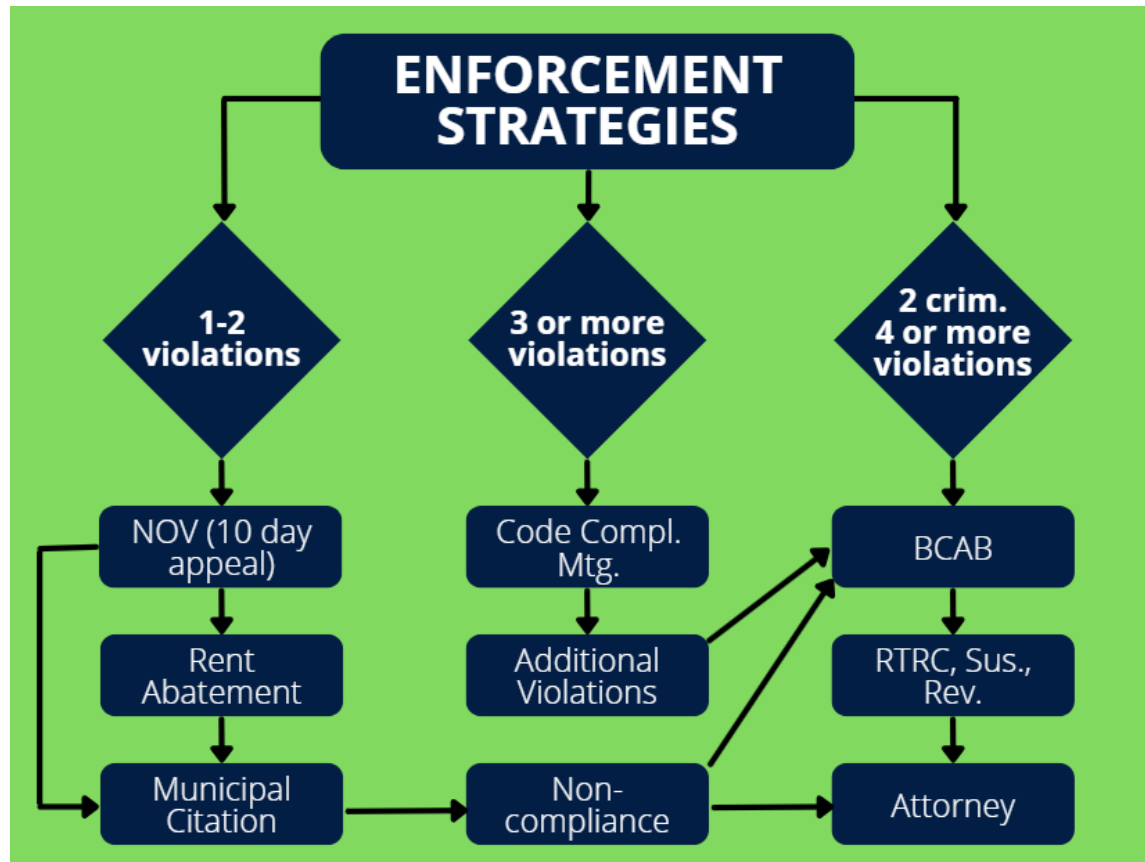
The following fee schedule for services shall be applied to all rental housing:

Biennial Rental Certificate (all rental certificates expire on December 31, 2027, regardless of when the certificate issued)

Single Family, condo, townhome	\$68.00
Duplex	\$68.00 /1 st unit, \$34.00 /2 nd unit
Apartment	\$68.00 / 1 st unit per building / \$34.00 each additional unit within that building
Failure to Register/ Obtain Rental Certificate (initial or renewal)	\$250.00
Failure to Schedule Audit Inspection	\$250.00
Audit Reinspection (1st reinspection free)	\$65.00 per hour (1 hour minimum)
Complaint Inspection	\$150.00 (inclusive of 1 reinspection)
Appeals Application	\$275.00
Late Payment	\$25.00



Enforcement Strategies





Memo

TO: Mayor and Council members

FROM: Amanda Grutzmacher, Senior Planner

DATE: October 9, 2025

RE: 3rd Consideration of Proposed Ordinance 1166 - Zoning Ordinance Amendment Regarding Commercial Entertainment Uses

SYNOPSIS:

There have been no public comments received or changes made since the public hearing and previous considerations. Staff recommends approval of the third consideration of Ordinance 1166.

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

Attachments:

1. Ordinance 1166

ORDINANCE NO. 1166

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		P	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	
Key: P = Permitted C = Conditional A = Auxiliary 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 9th day of October, 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: October 9, 2025

RE: 3rd 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 Ordinance 1171.

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

John Edwards, Mayor

Attest:

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.

Matthew Graham, City Clerk



Memo

TO: Mayor and Council members

FROM: Matthew Graham, City Clerk

DATE: October 9, 2025

RE: 3rd 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: October 9, 2025

RE: 3rd 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))

FOR PERMITS GRANTED DURING:	FEE:
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: October 9, 2025

RE: 3rd 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:

Matthew D. Graham, City Clerk



Memo

TO: Mayor and Council members

FROM: Matthew Graham, City Clerk

DATE: October 9, 2025

RE: 3rd 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