



CLIVE CITY COUNCIL

AGENDA, REGULAR MEETING

1900 NW 114th Street

October 23, 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/88088834255> - Meeting ID: 880 8883 4255 - One tap
mobile: +13052241968,,88088834255# US

Call to Order/Roll Call/Pledge of Allegiance

Approval of the Agenda

Citizens Presentation

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

Presentation

1. Leisure Services Process Improvement

Consent Items

1. City Manager Memo
2. City Manager Report - September 2025
3. Assistant City Manager Tech Services Report - September 2025
4. Administrative Services Report - September 2025
5. Community Development Report - September 2025
6. Leisure Services Report - September 2025
7. Police Department Monthly Report - September 2025
8. Fire Department Report - September 2025
9. Public Works Report - September 2025
10. Treasurer's Report - September 2025
11. Approve 10/09/2025 City Council Minutes
12. Bill List
13. Approve New Retail Alcohol Sales License Application - Franka Pizzeria - 12695 University Avenue, #100
14. Approve Retail Alcohol Sales License Renewal Application - Front Row - 9956 Swanson Boulevard
15. Approve Retail Alcohol Sales License Renewal Application - Mi Mexico - 11407 Forest Avenue

16. Approve Retail Alcohol Sales License Renewal Application - Monterrey Mexican Restaurant - 8801 University Avenue, #27
17. Approve Retail Alcohol Sales License Renewal Application - Nicks Bar and Grill - 9769 University Avenue
18. Resolution Approving Change Order #1 - SKOL Trucking, LLC - 2025 Arterial PCC Pavement Rehabilitation Project - (-\$1,798.60)
19. Approve Pay Request #1 - I80 Concrete - Sidewalk Safety Program - \$14,599.60
20. Approve Pay Request # 1 - RES - Little Walnut Creek Bid Package & Support Services - \$17,212.52
21. Approve Pay Request #2 - Jeremy Jarvis - Harbach Bay Doors Mural Project
22. Approve Pay Request #4 - Boulder Contracting, LLC - NW 114th Street Bridge Repair Project - \$91,828.71
23. Approve Pay Request #4 - Howrey Construction, Inc. - Little Walnut Creek Trail Reconstruction East of Alice's Road - \$30,555.00
24. Approve Pay Request #4 - Iowa Signal, Inc. - Douglas Parkway and Berkshire Parkway Traffic Signalization Project - \$1,127.63
25. Approve Pay Request #8 - Calhoun-Burns & Associates - 2025 Bridge Maintenance Repair Program - \$898.00
26. Approve Pay Request #10 - Iowa Earth Works - Little Walnut Creek Stream Stabilization East of Alice's Road - \$13,359.38
27. Approve Pay Request #18 - Alice's Road Reconstruction - Phase 1 - Design - Snyder & Associates - \$295,705.40
28. Resolution Approving Contract - Citywide Curb and Gutter Repair Project - The Concrete Company - \$22,425.00
29. Resolution Approving Professional Services Agreement with Bryan Swanson for Winter 2025 Programming
30. Resolution Approving Professional Services Agreement With Central Iowa Officials LLC for Youth Basketball Officials
31. Resolution Approving Grant Application for Clive Community Foundation - Harbach Center MultiBall Interactive Wall
32. Resolution Approving Grant Application for Dallas County Foundation - Harbach Center MultiBall Interactive Wall
33. Resolution approving Emerald Isle Townhomes Plat 1 Final Plat
34. Resolution Approving Intergovernmental Transfer of Public Funds Agreement - Iowa Department of Health and Human Services - GEMT Program
35. Resolutions Approving FY26 Budget Transfers (listing in packet)
36. Resolution Approving the FY25 Annual Urban Renewal Report
37. Resolution Setting Public Hearing (11/13/2025, 6:00 p.m.) - Hickman Road Right-of-Way Vacation
38. Resolution Setting Public Hearing (12/11/25 6:00 p.m.) - 2025-2026 Sanitary Sewer Lining Program

39. Resolution Approving Amended Job Description For Full-Time Engineering Administrator Position.

Action Items

1. Public Hearing - General Obligation Urban Renewal Bonds, Series 2025B
 - a. Resolution awarding General Obligation Urban Renewal Bonds, Series 2025B and authorizing and approving a Loan Agreement, providing for the sale and issuance of Bonds and providing for the levy of taxes to pay the same
2. 2nd Consideration of No. Ordinance 1172 - Amend Provisions of Title 10 Building Regulations of the City of Clive Regarding: Chapter 12 (Rental Housing Code)

Correspondence

Reports

Adjournment



Memo

TO: Mayor and Council members

FROM: Richard Brown, Leisure Services Director

DATE: October 23, 2025

RE: Leisure Services Process Improvement

SYNOPSIS:

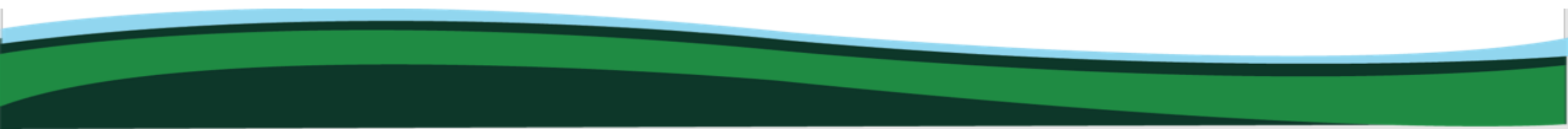
Leisure Services staff will present its annual process improvement. This year's process improvement will be the transition of an annual book sale to the use of Thrift Books for items that have been weeded from the library.

Attachments:

1. ThriftBook process improvement

ThriftBooks process improvement

Clive Public Library



Clive Public Library Book Sale

The library held yearly book sales starting in 2000. After the Friends of the Clive Public Library disbanded in 2016 the library no longer held any sales due to the lack of volunteers.

In 2021 in conjunction with the Clive Festival the library started holding a yearly sale again. Until the library found another avenue to send books to.



Annual Book Sale totals

- 2021 \$1016.25
- 2022 \$1164.95
- 2023 \$1658.00

Invisible Costs

- 4 full-time staff members to set up the event. Staff would set up for at least 2 days for a 3-day book sale.
- Storing these items for a year.
- A few volunteers would help with the event; however, the large amount of time was spent with staff members manning the book sale.
- The book sale took place in our largest programming space for a week at a time.

ThriftBooks

In 2023 several staff members stumbled across ThriftBooks at a national library conference.

The library started sending donated and weeded titles to Thrift February 2024.

ThriftBooks process

- When items are weeded from the collection due to lack of interest or usage the staff will scan the ISBN number into the database. Thrift makes it super easy, Send it or Don't Send it.
- Those Send it titles are boxed up and when the library has 6 boxes ready FedEx will come and pick them up.
- The library receives a check monthly for any of our titles that are purchased from the website.

ThriftBooks total

- FY2023-24 = \$865.39
- FY2024-25 = \$2367.11

Invisible cost savings

- The library no longer needs to store large amounts of boxes for a yearly book sale.
- The library staff are no longer spending days setting up, taking down the book sale, or staffing the book sale.
- The library is no longer blocking our meeting spaces for a long time period when space is critical.



Memo

TO: Mayor and Council members
FROM: Matt McQuillen, City Manager
DATE: October 23, 2025
RE: City Manager Memo

SYNOPSIS:

Attached please find the City Manager's memo for the October 23, 2025 meeting of the Clive City Council.

Attachments:

1. General Info Memo 10-23-25



MEMO

To: Mayor Edwards and Clive City Council

From: City Manager Matt McQuillen

Date: October 20, 2025

Re: General Information Memo – October 23, 2025 City Council Meeting

The October 23, 2025, City Council meeting will be in-person in the Council Chambers at Clive City Hall & virtually at: <https://us06web.zoom.us/j/88088834255>

Consent Agenda – A few items to note on the consent agenda. First, staff have secured quotes for the annual curb and gutter repair project with The Concrete Company providing the lowest responsible quote of \$22,425. Second, staff would like to submit grant applications to the Clive Community and Dallas County Foundations for an interactive wall feature to be added to the Harbach Center Recreation Bay. Details are included in the packet on this interactive wall feature, which would be 100% funding by grants if secured. Third, staff desire to continue utilizing the GEMT program through the State of Iowa to provide additional Medicaid support for ambulance billing. The intergovernmental agreement to continue this relationship with the Iowa Department of Health and Human Services is on the consent agenda for your consideration. Finally, staff would like to set two public hearings for the November 13 meeting to consider vacating a portion of Hickman Road ROW for a development project and for the December 11 meeting to consider bids associated with the annual sanitary sewer lining program.

Presentation – At the beginning of the October 23 meeting, the Leisure Services Department will present on a process improvement regarding the efficient disposal of books through ThriftBooks versus the previous process of a time-consuming book sale.

Public Hearing: 2025B Bond Sale - The morning of October 23 is set as the sale date of the Series 2025B Urban Renewal General Obligation Bond to provide resources for the Alice's Road Reconstruction Project. Following the morning's sale staff and the City's Financial Advisor PFM will provide the results of the sale and recommend the award of the bond sale. Earlier this month the City's Aaa bond rating was affirmed by S&P following a rating call.

2nd Reading: Rental Housing Ordinance – During the previous meeting, Construction Services Administrator Ryan Mayer presented updated changes to the ordinance in terms of enforcement following collaborations with the City Attorney. Due to these changes the City Attorney advised a restart of the readings of this ordinance amendment with the 1st reading being approved at the October 9 meeting. During the October 9 meeting the Council and staff discussed the essential service requirements for when some of these enforcement mechanisms may kick in, and staff have included more information on this in the agenda packet for the 2nd reading. 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.

Tentative Upcoming Agenda Items

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
- Public Hearing – Vacating a Portion of Hickman Road ROW
- Action – 3rd Reading of Ordinance Amending the Rental Housing Code
- Action – Receive and File the University Boulevard Flood Mitigation Scoping Plan
- Action – Professional Services Agreement w/ Snyder & Associates (Phase 4 Alice's Road Design)
- 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

November 20 (Council Workshop)

- Presentation/Discussion – 2026-2030 Capital Improvements Plan





Memo

TO: Mayor and Council members

FROM: Matt McQuillen, City Manager

DATE: October 23, 2025

RE: City Manager Report - September 2025

SYNOPSIS:

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

Attachments:

1. CM Report 10-23-25



MEMO

To: Mayor Edwards and Clive City Council

From: City Manager Matt McQuillen

Date: 10/20/25

Re: City Manager's Report – September 2025

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

<u>Consultant/Entity</u>	<u>Amount</u>	<u>Date</u>	<u>Services To Be Provided</u>
Terracon	\$3,535	10/3/25	City Hall Remodel Phase 2 – Materials Testing and Inspection Services

Clive Plan 2024-2029-2039

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

Policy Agenda Items – Top Priority

Financial “Dip” Plan – In September, following strategic planning, staff continued to engage with the PFM team on finalizing the 10-year financial model for the City. In addition, staff shared a series of short-term initiatives for both revenues and expenditures to be tested against the financial model for potential adjustments in the upcoming budget cycle. In addition, staff received confirmation from Council during strategic planning to move forward with Service 2 of this effort (Comparison City identification) in parallel with the completion of the financial model. The goal is to present to Council the financial model with the short-term initiatives by the end of the year and begin work on the comparison city component of the work.

Fire-EMS Collaboration with Multi-Communities Study – The project is a collaborative study amongst multiple westside cities to evaluate and understand the opportunities for further Fire-EMS service delivery collaborations. A draft scope and contract have been developed by the Center for Public Safety Management (CPSM) to be the consultant for the study effort. Clive will serve as the fiscal agent for the study with the study costs being distributed based on population. In September, legal counsel began drafting a Memorandum of Understanding (MOU) to memorialize the relationship between the cities for the study. Staff anticipate presenting the final draft contract and MOU for Council consideration in December.

Clive's Regional Role: Discussion and Framework for the Future – For the coming year the City Council will be asked to weigh in regarding several regional entity questions that impact Clive. The entities include Central Iowa Water Works (CIWW) regarding the after-action review from the irrigation ban earlier this summer and potential changes in anticipation of future water shortage events, Des Moines Area Regional Transit (DART) and the changes proposed in the Reimagine DART plan impacting bus routes in Clive and Clive's funding of DART, Clive's role in the regional homelessness efforts through the Homeless Blueprint and the newly formed Housing Solutions Alliance (HAS) and Clive's perspective on Polk County Emergency Management Agency's (PCEMA) proposal to initiate a small property tax rate to provide ongoing support for the operations of PCEMA. In late October, staff will include a discussion item on the October 23 agenda to review the status of these four regional entities/items for further direction and dialogue amongst the Council on Clive's role and perspective on these regional questions.

Organization Effectiveness, Health and Capacity – This item has three components including an organizational health evaluation led by the Executive Team, development of a Middle Management Cohort Training program and a City Council discussion in early 2026 on the role of strategic planning now and going forward in the organization, including research on alternative initiatives such as Traction/EOS. Work on this item has not started yet.

Policy Agenda Items – Moderate Priority

Comprehensive Financial Policy and Strategy – The annual Capital Improvements Plan and Operating Budget development process has begun at the staff level. In September staff presented the latest updates to the City's Financial Strategy for Council's review and feedback. Based on that feedback, staff will be developing the CIP and Budget in accordance with the strategy for consideration of the 2026-2030 CIP in November/December of this year and the budget workshops in February 2026.

Management Agenda Items – High Priority

City Hall Remodel Phase 2 – Construction bidding efforts for Phase 2 were completed in September and the last construction contract for aluminum frames and glazing was awarded at the September 25 meeting. In September the Administrative Services and Community Development staff teams relocated to the Harbach Center during Phase 2 construction, with the City Manager's Office moving into the Phase 1 area adjacent to the Council Chambers. Demolition in the Phase 2 area is fully underway and the reconstruction of the entry driveway into the City Hall/Library property was completed in early October.

Clive-WDM Schools Collaboration – Indian Hills Greenspace – During recent meetings of the City-School Collaborations Committee, both Clive and WDM School officials have identified a partnership opportunity for the future visioning and reinvestment in the school-owned greenspace north of Indian Hills Junior High. Pending the result of the School's Bond Referendum in November 2025, the City would engage with the School on identifying a neighborhood engagement process for a master planning effort for the Indian Hills Greenspace Area. Work on this item has not started yet.

Management Agenda Items – Moderate Priority

City Legal Services Evaluation – During the strategic planning workshops the City Council affirmed our relationship with Nyemaster as the City's legal counsel and with this affirmation the City will continue the incorporation of a new Assistant City Attorney into the legal team, Lisa Wieland. Over the next number of



months, the City Council will see a greater presence of Lisa during City Council meetings and the staff is already working with her on several projects. City Attorney Kristina Stanger and the City Manager will continue to review and discuss future transition decisions and find time for building a relationship between the City Council and Lisa over the next year.

Management In Progress Items

Citywide Process Improvements: Departmental Reports –Annually each department is asked to present a process improvement project/initiative staff has taken on to the City Council. So far this year a couple of departments have already presented with several presentations to come later this year.

State Agenda Advocacy and Lobbying: Property Tax and TIF Reform –The City Manager’s Office will continue to be engaged in state legislative advocacy, especially in the areas of property tax and Tax Increment Financing (TIF) reform. In September, the City Manager served as a panelist for the release of the Iowa League of Cities Legislative Priorities during the League’s annual conference in Des Moines. In addition to the conference, work continues on developing proactive legislation around property tax reform and assisting the League in producing financial models to show the impacts of those proposals on Iowa cities.





Memo

TO: Mayor and Council members

FROM: Pete De Kock, Assistant City Manager

DATE: October 23, 2025

RE: Assistant City Manager Tech Services Report - September 2025

SYNOPSIS:

Assistant City Manager Tech Services Report - September 2025

Attachments:

1. September 2025 ACM and Tech Services Report



Assistant City Manager and Tech Services Monthly Report

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

Assistant City Manager and Tech Services Monthly Report

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

Assistant City Manager and Tech Services Monthly Report

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

Monthly Highlights

- SQR applications throughout the month
- Coordination with US Census staff throughout the month to promote self-reporting
- CIWW communications and government affairs work on 9.12
- Strategic planning final session on 9.13
- Presentation on AI adoption among Iowa municipalities at Iowa League of Cities conference on 9.18
- CIWW communications strategy session on 9.22
- WRA public meeting on trunk sewer project on 9.24
- CIWW strategy session with Metro city managers on 9.30

Assistant City Manager and Tech Services Monthly Report

Technology Services Report – September 2025

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

2025-2026 Approved Strategic Goals Status

Project	Status	Notes	Due	Completed
MIP-Computer Replacements for Public Works & Admin Services	In Progress		Nov 2025	
MIP-Lucity asset management implementation: Parks	Not Started		Sep 2026	
MIP-Enterprise GIS System Upgrade	In Progress		Nov 2025	
MIP-Annual Security Penetration Testing	Not Started		Dec 2025	
MIP-Disaster Recovery/Business Continuity of Operations Framework Documentation	Not Started		Feb 2026	
MIP-Backup Data Center Testing	Not Started		Oct 2025	
MIP-Technology Subject Matter Experts Development	In Progress		Jan 2026	
MIP-Breach Reporting and Incident Response Updates	Not Started	Annual review and update of Incident Response Plan documentation	Mar 2026	
MIP-Increased Use of M365/SharePoint/Teams	In Progress		Jan 2026	
MIP-Parks EAMS (Lucity) – Facility Maintenance Launch	Not Started		Jul 2026	
MIP-iMap Server Decommission	Not Started		Jan 2026	
MIP-City Wi-Fi Access Improvements	In Progress		Nov 2025	
MIP-Door Access Security for Public Works, Water Towers, and Special Events Facility	In Progress		Apr 2026	

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

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

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

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

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

- Percentage of professional fee costs since the start of the fiscal year: **0.56%**



Assistant City Manager and Tech Services Monthly Report

2025-2026 Miscellaneous Technology Services Project Status

Project	Status	Notes	Due	Completed
Server Operating System Upgrades/ Maintenance	In Progress	Preemption, Sharefile, OOS, & Access Control svrs to Server 2022 as the opportunity arises.	Ongoing	
Additional cancellation of old copper analog POTS lines	In Progress		Ongoing	
Assist Public Works with Citizen Serve project	In Progress		Oct 2025	
Security Cameras for Public Works facility	In Progress	Some cameras are configured and ready.	Nov 2025	
Relocation of City Hall staff to Harbach Center	Done	Prepared Harbach Center space and relocated Admin Services and CommDev staff.	Sep 2025	Sep 2025
Census Office Setup	Done	Laptops, phones, printing, etc for census worker space	Sep 2025	Sep 2025

Conferences, Training, Meetings, & Other

- James Kuzhikandathil attended the **Live Tech Demos & Industry Insights with Baker Group** on September 10th.



Memo

TO: Mayor and Council members

FROM: Elizabeth Hansen, Director of Administrative Services

DATE: October 23, 2025

RE: Administrative Services Report - September 2025

SYNOPSIS:

Please see the attached report and supplemental materials.

Attachments:

1. 9-Monthly Report September.2025
2. September 25 Admin Report Materials

MEMO

To: Mayor Edwards and Council Members

From: Elizabeth Hansen, Director of Administrative Services

Date: October 13, 2025

Re: Monthly Report – September 2025

Administrator Services Department

General Administration/Finance:

Utility Billing/Xpress Bill Pay (XBP):

- A. To date, 7,182 customers have set up online accounts on the Xpress Bill Pay system. Of those customers, 3,110 have selected the electronic billing feature. All utility customers have XBP accounts and 43% receive electronic statements. Since we reached the 35% goal, now the goal is to maintain that percentage and increase it even more.
- B. 336 utility bill reminders were sent, and 28 customers were scheduled to be shut off this month.
- C. 56 work orders were processed – 3 for new construction so 53 were for other work.
- D. 69 warning tags were delivered/service shut-offs for non-payment.

Permits/Licenses Purchased:

Permit/License	Quantity	Amount
Mobile Food Vendors	1	
Noise Permits	2	
Solicitor Permits	2	
Open Records Requests	3	
Pet Licenses	15	\$139.00
Parking Tickets	1	\$15.00
Yard Waste Stickers	2	\$0.00
Miscellaneous Waste Stickers	362	\$992.00

Income Offset Program (IOP) – We received \$732.97 from State of Iowa for IOP and from MCOA in September.

Human Resources:

- A. During September, the NeoGov Insight/OHC system was used for advertising Community Development Administrative Assistant/Specialist, PT Library Shelver, PT Fire positions (ongoing). Below are the hiring and promotions for calendar years 2017 to the present:

B. Hires -

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

C. Separations –

	As of July 1, 2025 – June 30, 2026
Fire	2 PT - Other employment
Police	
Public Works	1 FT - Other employment
Library	1 PT – Other employment
Parks	2 Seasonal
Recreation	131 Aquatic, 5 Recreation Seasonal
Administration	1 FT – Retirement
Comm Development	1 Intern

D. Staff Events:

- Cy-Hawk Tailgate – Employee Appreciation – 9/3/25
- Austin Peters Group Meetings & 1:1s - Compensation Analysis – 9/24/25
- 4 Off-Site HR Hours – Employee Communication – 9/5/25, 9/12/25, 9/19/25, and 9/26/25

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

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

City Clerk Division

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

To date, four mailings have been sent to residents in the targeted census blocks, notifying them of the census and providing an Internet Self-Reporting (ISR) option. The ISR period will conclude on September 25, with a self-response rate 46% (which is above average). Following the close of the ISR period, we were on schedule to deploy U.S. Census Bureau field representatives to begin visiting households that had not completed an online report. However, this has been put on hold due to the present Federal Government shutdown.

2025 City/School Election – The 2025 City/School Election will be held on November 4, 2025. The following seats will appear on the ballot: Mayor, two At-Large Council seats, and one At-Large Council seat to fill a vacancy. The filing period has now closed for Affidavits of Candidacy and Nomination Petitions.

2025 State Senate Special Election – With the unfortunate passing of State Senator Clair Celsi, on October 6th, who represented State Senate District 16 which covers the cities of Clive, West



Des Moines and Windsor Heights; Governor Reynolds called for a Special Election to fill the open seat on Tuesday, December 30, 2025.

Finance Division

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

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

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

2025B/2026A Bond Sales: Completion (Including Bond Rating) – Staff met with PFM for the sale of bonds to fund the capital improvement projects for the 2025/26 construction season. The process for issuing the 2025B bond is underway with a bond rating call with S&P in late September. The bond sale is October 23, and the receipt of the proceeds will be in November.

Bill Payment Vendor Transition (ZIFT) – The purchase of the cash receipting module, community portal, and ZIFT software has been completed. Staff will familiarize themselves with the system while at Harbach during Phase 2 of the City Hall remodel. Once staff are back at city hall in the spring of 2026, the transition from Xpress Bill Pay to ZIFT will start. A three-month transition is scheduled to move all utility customers over to the new system and additional training for other city staff.

Budget FY 26/27: Development – The finance team kicked off FY 26-27 Budget Development Process in September, and departmental budgets will be submitted in November. The first Budget Workshop is scheduled to occur in February 2025.

Human Resources Division

Non-Union Compensation: Evaluation, Report and Direction, and Funding Implementation – We are in the process of completing group meetings with Employees in September. Austin Peters Group will implement and compile market analysis and the employee survey results. A final report will be provided in December. An Employee Personnel Committee and Employees Benefit & Wellness Committee meeting will take place and the recommendations on the Compensation and Benefits, including Major Life Event Leave will come before the Council in the budgeting process.

Management and Employee Succession Planning Program: Update Report – Department Directors will have development discussions and Human Resources will educate employees of



the succession planning process during the mid-year check ins in December 2025. A report will come before the Council ahead of next year's strategic planning process.

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

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

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

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

Public Works Leadership Transition –

- A. Engineering Administrator** – With the help of the Public Works Director, Human Resources will begin the process by updating the job description and posted the position internally on October 10. The deadline for applications is October 20. The goal is to have a new Engineering Administrator started by March 2026.
- B. Public Works Director** – We are hoping to have a new attractive recruitment video made by January 2026 so we can post this position in February 2026, and applications will be due in March 2026. We would like a new Public Works Director overlapping a bit with Jeff in June 2026.

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



Council Year to Date Report
EXPENDITURES

FUND	FY 2024-25 ACTUAL	FY 2025-26 BUDGET	CURRENT YTD	CURRENT YTD UNEXPENDED	BUDGET % EXPENDED
GENERAL	5,722,382	25,307,359	5,722,382	19,584,977	22.61%
POLICE DEPARTMENT	1,046,068	4,551,522	1,046,068	3,505,454	22.98%
FIRE PROTECTION	255,687	2,540,931	255,687	2,285,244	10.06%
RESCUE DEPARTMENT	574,138	2,311,616	574,138	1,737,478	24.84%
DISASTER CONTROL DEPARTMENT	32	14,015	32	13,983	0.23%
ANIMAL CONTROL	16,797	20,000	16,797	3,203	83.99%
PUBLIC WORKS ADMINISTRATION	161,468	628,615	161,468	467,147	25.69%
STREET LIGHTING	49,405	224,000	49,405	174,595	22.06%
TRAFFIC SAFETY DEPARTMENT	54,198	259,263	54,198	205,065	20.90%
ENGINEERING	269,998	960,534	269,998	690,536	28.11%
SOLID WASTE COLLECT & DISPOSAL	200,765	1,227,000	200,765	1,026,235	16.36%
MOSQUITO CONTROL DEPARTMENT	5,149	14,330	5,149	9,181	35.93%
WELLNESS PROGRAM	5,475	16,000	5,475	10,525	34.22%
LIBRARY SERVICES	266,346	1,082,705	266,346	816,359	24.60%
MUSEUMS & CENTERS	225,027	625,000	225,027	399,973	36.00%
PARKS & PLAYGROUNDS	455,628	1,764,035	455,628	1,308,407	25.83%
RECREATION	299,483	887,309	299,483	587,826	33.75%
RECREATION	46,732	251,049	46,732	204,317	18.61%
PUBLIC ART PROGRAM	376	10,500	376	10,124	3.58%
SWIMMING POOLS	509,467	845,079	509,467	335,612	60.29%
BUILDING & HOUSING SAFETY	93,789	354,076	93,789	260,287	26.49%
PLANNING & ZONING	166,763	558,769	166,763	392,006	29.84%
CODE ENFORCEMENT	29,714	109,457	29,714	79,743	27.15%
LEGISLATIVE (COUNCIL & MAYOR)	16,938	90,996	16,938	74,058	18.61%
EXEC. & ADM. (MGR, ASST MGR)	180,828	598,323	180,828	417,495	30.22%
HUMAN RESOURCES	88,278	305,610	88,278	217,332	28.89%
FINANCIAL ADMINISTRATION	259,621	3,387,475	259,621	3,127,854	7.66%
ELECTIONS	-	8,000	-	8,000	0.00%
LEGAL SERVICES	54,501	70,000	54,501	15,500	77.86%
CITY HALL	96,774	487,760	96,774	390,986	19.84%
MISCELLANEOUS UNALLOCATED	23,625	51,250	23,625	27,625	46.10%
IT	269,311	1,052,140	269,311	782,829	25.60%
PERS SERV. (CIVIL SERVICE)	-	-	-	-	0.00%
ROADWAY MAINTENANCE	537,218	3,081,808	537,218	2,544,590	17.43%
LOCAL OPTIONS SALES TAX	-	4,105,043	-	4,105,043	0.00%
WATER	1,010,117	6,547,552	1,010,117	5,537,435	15.43%
SANITARY SEWERS	875,790	4,091,702	875,790	3,215,912	21.40%
STORM SEWERS	169,722	1,857,598	169,722	1,687,876	9.14%
INTERNAL SERVICE- Cap Equip	746,372	2,619,382	746,372	1,873,010	28.49%
TOTAL*	9,061,601	47,610,444	9,061,601	38,548,843	19.03%

REVENUES

FUND	FY 2024 ACTUAL	FY 2024-25 BUDGET	CURRENT YTD	CURRENT YTD UNCOLLECTED	BUDGET % COLLECTED
GENERAL	2,968,231	24,059,646	2,968,231	21,091,415	12.34%
NON-PROGRAM GENERAL REVENUE	1,792,560	20,205,302	1,792,560	18,412,742	8.87%
POLICE DEPARTMENT	13,376	73,000	13,376	59,624	18.32%
FIRE PROTECTION	2,105	9,500	2,105	7,395	22.16%
RESCUE DEPARTMENT	268,535	700,500	268,535	431,965	38.33%
ANIMAL CONTROL	2,512	18,000	2,512	15,488	13.95%
ROADWAY MAINTENANCE	2,000	31,000	2,000	29,000	6.45%
SOLID WASTE COLLECT & DISPOSAL	312,974	1,269,600	312,974	956,626	24.65%
LIBRARY SERVICES	7,704	40,984	7,704	33,280	18.80%
PARKS & PLAYGROUNDS	8,335	42,000	8,335	33,665	19.84%
RECREATION	213,505	460,650	213,505	247,145	46.35%
PUBLIC ART PROGRAM	-	-	-	-	0.00%
SWIMMING POOLS	267,358	734,610	267,358	467,252	36.39%
BUILDING & HOUSING SAFETY	8,070	94,500	8,070	86,430	8.54%
PLANNING & ZONING	69,199	380,000	69,199	310,801	18.21%
ROADWAY MAINTENANCE	706,152	3,041,178	706,152	2,335,026	23.22%
LOCAL OPTIONS SALES TAX	1,088,831	4,480,000	1,088,831	3,391,169	24.30%
WATER	1,711,702	6,894,785	1,711,702	5,183,083	24.83%
SANITARY SEWERS	1,093,456	4,046,152	1,093,456	2,952,696	27.02%
STORM SEWERS	475,344	1,877,838	475,344	1,402,494	25.31%
INTERNAL SERVICE- Cap Equip	257,500	2,556,104	257,500	2,298,604	10.07%
TOTAL*	8,301,217.25	46,955,703.47	8,301,217.25	38,654,486.22	17.68%

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

September 30, 2025

Cash and Interest Breakdown

Sep-25

	LSB Operating	LSB Operating ICS	LSB Flex Funds	LSB Flex Funds ICS		Lincoln CD 11-29-2024	Lincoln CD 11/29/2024
	LSB (1254)	LSB ICS (1254)	LSB (8776)	LSB ICS (8776)	Express Bill Pay	3001048949	3001049019
Beg Balance	\$ 250,000.00	\$ 72,382,120.24	\$ 20,000.00	\$ 79,091.27	\$ 404,256.68	\$ 500,000.00	\$ 467,407.67
Revenues							
Interest	\$ 866.30	\$ 238,572.54	\$ -	\$ 260.51	\$ -	\$ 17,437.49	\$ 16,300.84
Revenue	\$ 7,537,335.61	\$ 2,157,708.62	\$ 13,044.12	\$ 5,266.28	\$ 0.00	\$ -	\$ -
Adjustments	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rev Sub Totals	\$ 7,538,201.91	\$ 2,396,281.16	\$ 13,044.12	\$ 5,526.79	\$ -	\$ 17,437.49	\$ 16,300.84
Expenditures							
Expenses	\$ 7,538,201.91	\$ 3,983,965.57	\$ 13,044.12	\$ 7,573.23	\$ 0.00	\$ 17,437.49	\$ 16,300.84
Adjustments	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Exp Sub Totals	\$ 7,538,201.91	\$ 3,983,965.57	\$ 13,044.12	\$ 7,573.23	\$ -	\$ 17,437.49	\$ -
Statement End Balance	\$ 250,000.00	\$ 70,794,435.83	\$ 20,000.00	\$ 77,044.83	\$ 404,256.68	\$ 500,000.00	\$ 483,708.51
Adjustments							
Outstanding Sweep	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Adj Totals	\$ 250,000.00	\$ 70,794,435.83	\$ 20,000.00	\$ 77,044.83	\$ 404,256.68	\$ 500,000.00	\$ 483,708.51

Interest Worksheet Report

September 30, 2025

	LSB Operating	LSB Operating ICS	Other	LSB Flex	Total
Interest Received	\$ 866.30	\$ 238,572.54	\$ 33,738.33	\$ 260.51	\$ 273,437.68

Interest Spread	GL Acct / Fund #	GL Acct/ Fund Bal	% of Total Balance	Interest Deposited	
Flex Funding (EBS)	173		100.00%	\$ 260.51	
				\$ 273,177.17	
General Fund	001-4000-4-4300	8,808,491.45	15.01%	40,997.80	1501
Debt Service	200-4710-4-4300	1,229,794.25	2.10%	5,723.89	160
Water Fund (Utl)	600-4810-3-4300	10,440,837.76	17.79%	48,595.31	1581
Sewer Fund (Utl)	610-4815-3-4300	7,547,933.60	12.86%	35,130.73	1582
Storm Water Fund (Utl)	740-4865-3-4300	533,005.64	0.91%	2,480.79	1583
Capital Project Funding					
TIF - start in Jan 2017	123-4520-4-4300	758,272.26	1.29%	3,529.26	1530
University Flood Prone	342-4750-3-4300	2,325,352.57	3.96%	10,823.01	1584
City Facility Improv	350-4750-3-4300	2,811,621.73	4.79%	13,086.27	1504
2025 FIRE ENGINE	354-4750-3-4300	854,323.18	1.46%	3,976.32	1537
Greenbelt Landing	374-4750-3-4300	3,540,230.21	6.03%	16,477.47	1533
Linnan Park	387-4750-3-4300	4,596,510.32	7.83%	21,393.77	1534
NN PHASE III TRL	389-4750-3-4300	7,794,249.78	13.28%	36,277.17	1535
Storm Water	427-4750-3-4300	432,039.90	0.74%	2,010.86	1524
Sewer Cap	433-4750-3-4300	348,945.98	0.59%	1,624.12	1511
Water Cap	435-4750-3-4300	66,692.50	0.11%	310.41	1525
Alice's Road Ph1 (1A)	440-4750-4-4300	947,676.31	1.61%	4,410.82	1585
Alice's Road Ph3	442-4750-4-4300	1,211,190.00	2.06%	5,637.30	1586
Alice's Rd Improv	464-4750-3-4300	4,445,703.33	7.57%	20,691.86	1514
Franchise	476-4750-3-4300	-	0.00%	-	1526
Totals		58,692,870.77	100.00%	273,177.17	

RECONCILIATION OF UTILITY BILLINGS, COLLECTIONS, AND DELINQUENCIES

FY25/26

Month of: September 2025

Aged trial balance- Report Date: 8/31/2025 \$ 104,966.47

BILLINGS

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

Billings for the month of: SEPTEMBER \$ 1,377,616.61

Total billings for the months of August and September, 2025 (includes penalties and finals) \$ 2,375,585.03

TOTAL BILLINGS \$ 2,480,551.50

LESS COLLECTIONS

Revenues collected for the month of: SEPTEMBER \$1,041,175.55
(Includes final bill payments, County Treasurer payments, etc.)

Council Write-Offs \$0.00

City Accounts- write-off/adjustments \$0.00

Deposit amounts applied \$1,233.69

Payment adjustments \$0.00

TOTAL COLLECTIONS \$ 1,042,409.24

SUB TOTAL \$ 1,438,142.26

Aging report balance for: 9/30/2025 \$ 1,325,316.52

Aging report 09/30/2025) for accounts 30 days or more past due \$ 113,825.74



Memo

TO: Mayor and Council members

FROM: Doug Ollendike, Community Development Director

DATE: October 23, 2025

RE: Community Development Report - September 2025

SYNOPSIS:

Attachments:

1. Com Dev Report - 08-2025

MEMO

To: Honorable Mayor and City Council

From: Doug Ollendike, Community Development Director

Date: September 25, 2025

Re: Community Development Monthly Report

Building Services Division

2 new single-family homes were permitted in August with a valuation of \$1,287,834. A total of 46 permits were issued which included new construction, remodels, additions, fences, decks, sheds, etc.

Commercial Permits Issued

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

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

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

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

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

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

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

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

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

A remodel permit for the former Beauty Brands has been issued to split the building into two tenant spaces. A final inspection has been completed on the Chipotle tenant finish and we recently received plans for LensCrafters in the second tenant space. The shell building remodel is complete.

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

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

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

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

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

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

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

Planning Services Division

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

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

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

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

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

Krispy Kreme, 1880 NW 86th St, has submitted a site plan amendment to complete accessibility upgrades in their parking lot.

Dehner Distillery, 1480 NW 86th St, has received site plan approval. Staff has completed the Urban Renewal Plan Amendment to support their TIF rebate request and is working with legal counsel on the associated development agreement.

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

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

Zoning Compliance Certifications Issued

Business	Address	Issue Date
Integrated Psychiatry PLLC	9550 HICKMAN RD	08/12/2025
A Vacuum Shop	9103 SWANSON BLVD STE 5	08/13/2025
LensCrafters	10001 UNIVERSITY AVE 110	08/13/2025
Caldwell Parrish Funeral Home	2024 NW 92ND CT	08/19/2025
Calvary Chapel Living Hope	9051 SWANSON BLVD	08/21/2025
Diventures	15950 HICKMAN RD STE 15966	08/22/2025
UMB Bank	13101 UNIVERSITY AVE	08/27/2025
Tarot Medieval	2175 NW 86TH ST	08/27/2025
Safe Haven Security Services, LLC	2175 NW 86TH ST	08/27/2025



1900 NW 114th ST
Clive, IA 50325
(515) 223-6221
www.cityofclive.com

	Aug-24	Aug-25	YTD Total	Aug-25	YTD Total
Building Permit - New Single Family	7	2	31	\$1,287,834	\$16,942,411
Building Permit - New Townhome	0	0	0	\$0	\$0
Building Permit - New Condominium	0	0	0	\$0	\$0
Building Permit - Residential Additions	2	9	37	\$378,131	\$1,774,301
Building Permit - Residential Remodel	2	4	18	\$361,080	\$1,080,465
Building Permit - New Commercial	1	0	0	\$0	\$0
Building Permit - Commercial Additions	0	1	1	\$184,985	\$184,985
Building Permit - Commercial Remodel	1	0	16	\$0	\$9,369,698
FYTD TOTALS					
Building Permit - New Single Family	12	5		\$2,955,519	
Building Permit - New Townhome	0	0		\$0	
Building Permit - New Condominium	0	0		\$0	
Building Permit - Residential Additions	7	15		\$741,097	
Building Permit - Residential Remodel	3	5		\$586,080	
Building Permit - New Commercial	2	0		\$0	
Building Permit - Commercial Additions	0	1		\$184,985	
Building Permit - Commercial Remodel	7	1		\$3,941	



1900 NW 114th ST
Clive, IA 50325
(515) 223-6221
www.cityofclive.com

August 2025
RESIDENTIAL PERMIT ACTIVITY

NEW SINGLE FAMILY

<u>DATE</u>	<u>NO.</u>	<u>STREET</u>	<u>APPLICANT</u>	<u>VALUATION</u>	<u>SUBDIVISION</u>
08/06/2025	18256	TANGLEWOOD DR	S&K Homes	\$569,699	SHADOW CREEK PLAT 06
08/18/2025	18124	ALDERLEAF DR	Black Birch Homes	\$718,135	SHADOW CREEK WEST

TOTAL **\$1,287,834**
YTD CALENDAR **\$16,942,411**
YTD FISCAL **\$2,955,519**

NEW TOWNHOME

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

NEW CONDOMINIUM/MULTI-FAMILY

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

RESIDENTIAL ADDITIONS

<u>DATE</u>	<u>NO.</u>	<u>STREET</u>	<u>APPLICANT</u>	<u>VALUATION</u>	<u>DESCRIPTION</u>
08/11/2025	15533	ROCKLYN PL	Emerald Isle Land, LLC	\$31,920	Basement Finish
08/11/2025	15541	ROCKLYN PL	Emerald Isle Land, LLC	\$31,920	Basement Finish
08/11/2025	15557	ROCKLYN PL	Emerald Isle Land, LLC	\$31,920	Basement Finish
08/11/2025	15561	ROCKLYN PL	Emerald Isle Land, LLC	\$31,920	Basement Finish
08/11/2025	15575	ROCKLYN DR	Emerald Isle Land, LLC	\$31,920	Basement Finish
08/11/2025	15583	ROCKLYN PL	Emerald Isle Land, LLC	\$31,920	Basement Finish
08/12/2025	9373	LINCOLN AVE	KBS Remodeling & Restoration	\$39,900	Basement Finish/Remodel
08/25/2025	3524	WESTGATE PKWY	Synergy Homes	\$95,495	Addition Under Covered Deck
08/28/2025	2706	157TH ST	Timberview Construction LLC	\$51,215	Covered Patio

TOTAL **\$378,131**
YTD CALENDAR **\$1,774,301**
YTD FISCAL **\$741,097**

RESIDENTIAL REMODEL

<u>DATE</u>	<u>NO.</u>	<u>STREET</u>	<u>APPLICANT</u>	<u>VALUATION</u>	<u>DESCRIPTION</u>
08/06/2025	13981	SOUTH SHORE DR	K and V Homes	\$8,138	Master Bathroom Remodel
08/07/2025	10843	ELMCREST DR	Confident Contracting	\$0	Remove Wall
08/08/2025	3945	WESTGATE PKWY	Behr Construction Homes	\$285,941	Finish Foreclosed Home
08/22/2025	16435	DELLWOOD DR	United Services of Des Moines	\$67,000	Fire Restoration

TOTAL **\$361,080**
YTD CALENDAR **\$1,080,465**



1900 NW 114th ST
Clive, IA 50325
(515) 223-6221
www.cityofclive.com

August 2025
COMMERCIAL PERMIT ACTIVITY

NEW COMMERCIAL

<u>DATE</u>	<u>NO.</u>	<u>STREET</u>	<u>APPLICANT</u>	<u>VALUATION</u>	<u>DESCRIPTION</u>
-------------	------------	---------------	------------------	------------------	--------------------

TOTAL	\$0
YTD CALENDAR	\$0
YTD FISCAL	\$0

COMMERCIAL ADDITIONS

<u>DATE</u>	<u>NO.</u>	<u>STREET</u>	<u>APPLICANT</u>	<u>VALUATION</u>	<u>DESCRIPTION</u>
08/29/2025	16400	SHERIDAN AVE	Doug Richards Construction Inc	\$184,985	Addition to building

TOTAL	\$184,985
YTD CALENDAR	\$184,985
YTD FISCAL	\$184,985

COMMERCIAL REMODEL

<u>DATE</u>	<u>NO.</u>	<u>STREET</u>	<u>APPLICANT</u>	<u>VALUATION</u>	<u>DESCRIPTION</u>
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TOTAL	\$0
YTD CALENDAR	\$9,369,698
YTD FISCAL	\$3,941

Code Enforcement Activity Report for August 2025

Violation Activity

- Investigated 81 new violations
 - 29 violations initiated through proactive enforcement of common code violations
 - 52 violations initiated through complaints of common code violations
 - 6 violation was abated by the City
- Investigations conducted
 - 81 initial inspections for common code violations
 - 74 follow up inspections
 - 155 total inspections
- August voluntary compliance rate was 93%
- Pulled 51 illegal signs from the City Right of Way
- August Case Breakdown

5-6-2(1(H)): Nuisances: Dense Overgrowth	-4
5-6-2(1(I)): Nuisances: Tall Grass and Weeds	-38
5-6-2(1(K)): Junk	-10
5-6-4: Household Goods and Machinery	-1
5-6-7: Nuisances Prohibited (sump pumps)	-2
5-7C-2: Feeding Deer	-2
6-4-2: Illegal Parking	-1
7-1-8: Debris Deposits Prohibited	-1
7-1-11: Use of Parkings	-2
7-5-5: Overhanging Trees	-2
7-5-7(A): Removal of Trees and Stumps	-2
8-5-6: Yard Waste Removal	-3
10-10-10(A): Pool Maintenance	-1
10-11-1: Erosion Control	-4
11-12-20(2): Commercial Temporary Signs	-2
11-12-22: Signs on Public ROW	-1
11-12-23: Sign Permit Required	-2
11-13-5(12(A)): Off Street Parking Regulations	-1
11-15-8(1): Maintenance Per Approved Site Plan	-2

Other Activities

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



Memo

TO: Mayor and Council members

FROM: Richard Brown, Leisure Services Director

DATE: October 23, 2025

RE: Leisure Services Report - September 2025

SYNOPSIS:

Leisure Services Report for the month of September 2025

Attachments:

1. City Council Report - September 25

Leisure Services Department

August 2025



Tech Think Tank

The second meeting of the newly formed Clive Public Library Tech Think Tank convened at the Harbach Center in September, marking another successful step in this initiative's promising start. This community-driven discussion group is dedicated to exploring current and emerging technologies, with a particular focus on artificial intelligence and its practical applications in everyday life.

Attendees expressed strong enthusiasm and curiosity, highlighting a shared commitment to learning and civic engagement around technological advancement. The group plans to meet bi-monthly, with each session centered on relevant tech topics in the news and their impact on our community. We believe Tech Think Tank has the potential to foster informed dialogue, promote digital literacy, and support thoughtful innovation within our City. We welcome continued support and collaboration from City leadership as this initiative grows.

Clive Running Festival Donates \$5,000

At the September 25 City Council meeting, we were honored to be presented with a \$5,000 donation from Clive Running Festival Race Director Tom Trygstad. Funds were raised during prior Clive Festival weekends and will be utilized to install a new drinking fountain near the trail at Greenbelt Landing. Thank you to past runners who participated in the event and all the volunteers who have helped make it a massive success.



New Lounge Chairs for Clive Aquatic Center

Preparations are already underway for the 2026 Aquatic season. In September, 50 new lounge were delivered with more chairs on order for the leisure pool area. We know it makes the Aquatic Center experience that much better when chairs are available, so we are pleased to be able to offer more upgraded seating.

Food Truck Fridays Complete

It's a wrap for 2025 Food Truck Fridays, thank you to all who attended! Food Truck Fridays are made possible in part by support from sponsors. We would like to thank our presenting sponsor Walter Roofing and our support sponsors CertaPro Painters of Des Moines, Dog Training Elite Des Moines, Holt Plumbing & Heating Inc, Lincoln Savings Bank – Clive, Silverstar Car Wash, Sly Real Estate Group, Spare Time Des Moines, Kelli Kerton- State Farm, Insurance Agent, Andrew Peschong State Farm Agent. We look forward to next year when we will be able to hold these events at the newly renovated Greenbelt Landing.

78th Street Temporary Park

The Parks team worked on the development of the temporary 78th Street Park. Crews removed old fence lines, invasive trees and debris left on the flood buy back properties along with excavating for sand volleyball courts and play structures. Staff also worked on the soil and seeded grass for two soccer fields with plans to install a mulch path throughout the park property this fall.



Natural Resources

The natural resource team continues to work on fall chemical treatments of invasive species throughout the ongoing little walnut creek project sites. This includes the use of basal, cut stump, and foliar applications. Invasive tree removal by hand and with the use of a forestry mulcher has also begun. This season the forestry mulcher will be used to remove invasive trees and shrubs in over 50 acres of the Clive Greenbelt.



Facilities Team

Members of the facilities team accomplished various tasks throughout the City, with some larger tasks being able to be crossed off the work list. Repainting the lazy river at the Aquatic Center including cleaning, taping, and applying 48 gallons of two-part epoxy paint. As part of phase one City Hall renovations the facilities team primed and repainted the dense glass soffit that is located at the peak of the library. For phase two renovations, parks helped City Hall staff with moving boxes, building shelving, installing desks, and personalizing workspaces for employees at the Harbach Center.

Volunteers

Recreation hosted 7 volunteers for goats in the month of September for a total of 8 volunteer hours. The library had 6 volunteers for a total of 10 volunteer hours. There were no volunteers for the Parks division in September.

2024-25 Management In Progress

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

2024-25 Major Projects

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

2024-25 Policy Agenda Actions: Top Priority

	CC Decision: All Construction Bids Approval	Sep-24	Sep-24	LS	Done
	Army Corps Permit and EPA NEPA Approvals	Sep-24	Jul-25	LS	In Progress

Greenbelt Landing Project: Bid and Construction	Groundbreaking Ceremony	Oct-24	Oct-24	LS	Done
	Kickoff small donation campaign	Oct-24	Oct-24	LS	Done
	Construction starts	Oct-24	Oct-24	LS	Done
	Substantial construction complete	Jul-25	May-26	LS	In Progress
	Clive Festival	Jul-25	Jul-26	LS	Not Started
	Construction complete	Oct-25	May-26	LS	Not Started
	Development of Programming for New GB Landing	Aug-25	Mar-26	LS	Not Started

2024-25 Policy Agenda Actions: High Priority

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

2024-25 Policy Agenda Actions: Moderate Priority

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

2024-25 Policy Agenda Actions: Low Priority

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

Dog Park: Concept, Best Practices, Options, Locations, Direction and Funding	Report on best practices	Nov-24	Jul-25	LS	In Progress
	Develop a program and concept for a Clive dog park	Feb-25	Aug-25	LS	In Progress
	Identify potential locations for dog park (3)	Apr-25	Aug-25	LS	In Progress
	Develop cost estimates for each potential location (3)	Jun-25	Aug-25	LS	In Progress
	CC Presentation/Direction: Dog Park Concepts	Aug-25	Sep-25	LS	Not Started
Greenbelt Strategic Land Acquisition: Direction and Funding	Develop document of potential land acquisitions	Apr-25	Jul-25	LS	In Progress
	Prioritize highest priority targets for acquisitions	Jun-25	Jul-25	LS	In Progress
	Apply for REAP grant	Aug-25	Aug-25	LS	In Progress
	CC Presentation/Report: Broad Plan and Future Steps	Aug-25	Aug-25	LS	Not Started
	Begin first acquisitions	Oct-25	Oct-25	LS	Not Started
	First Acquisitions completed	Mar-26	Mar-26	LS	Not Started

2024-25 Management Agenda Actions: Top Priority

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

2024-25 Management Agenda Actions: Low Priority

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



Memo

TO: Mayor and Council members

FROM: Mark Rehberg, Captain / Operations Commander

DATE: October 23, 2025

RE: Police Department Monthly Report - September 2025

SYNOPSIS:

Police Department Monthly Report for September 2025

Attachments:

1. September 2025



Clive Police Department

Monthly Report
September 2025





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Mission, Vision & Values

Mission

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

Vision Statement

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

Values

Committed - Striving for accountability, effectiveness, and equality.

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

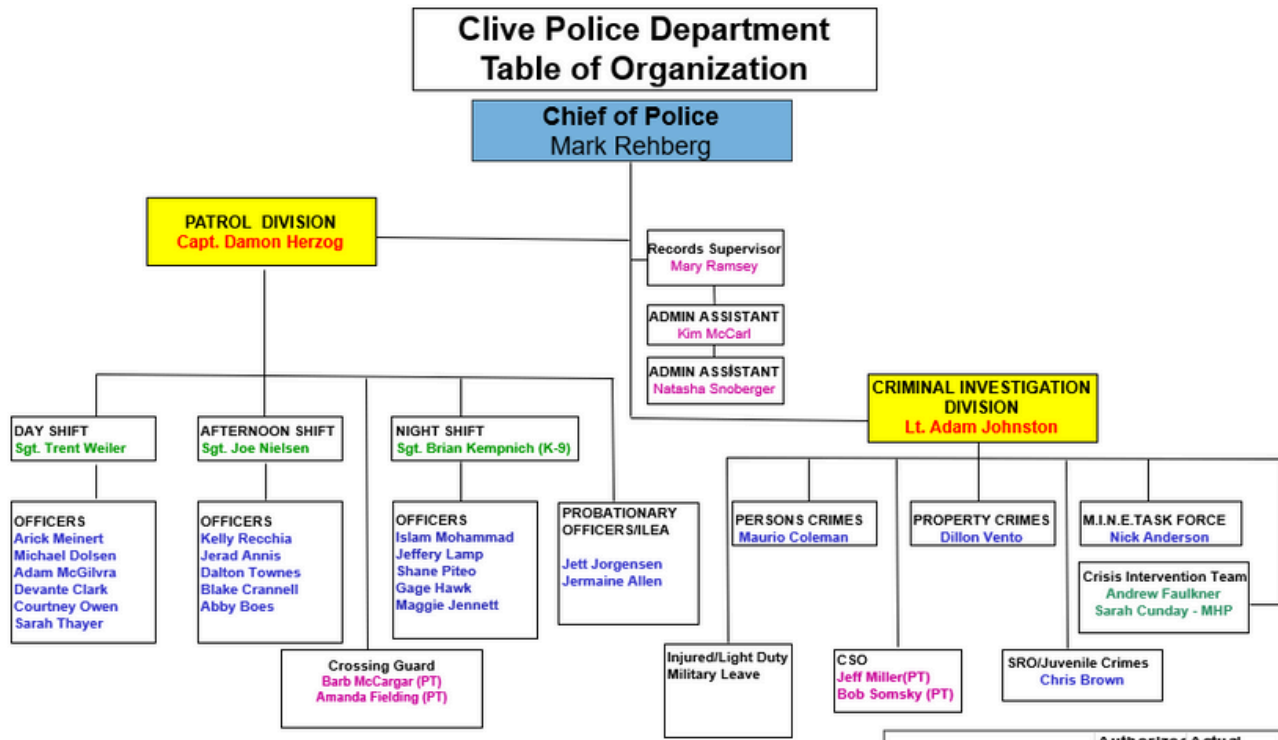
Determined - A team that is resolute and purposeful in action.



Committed - Professional - Determined



Organization & Staffing



Staffing

Sworn Staffing Summary (Current)	
Total Authorized Commissioned	29
Current Operating Commissioned	27
Officers in Field Training	2
Probationary Officers in Academy	0
Military Leave	0
Light Duty	0
Officers still need to Recruit	0

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

Calls for Service and Dispatch Area

Dispatch Incident Distribution					
Agency	September		YTD		
	2024	2025	2024	2025	%
Calls for Service	1781	1311	12,141	11,062	-9%
Incident reports	170	161	1385	1412	2%
Adult Arrests (On view)	44	46	497	387	-22%
Juvenile Arrests (On view)	10	12	33	41	24%
Traffic Citations/Warnings	299	353	2252	2445	7%

Crash Data

Motor Vehicle Crash (MVC)					
Crash Type	September		YTD		
	2024	2025	2024	2025	% Change
Fatal	0	0	0	0	0%
Injury	10	8	58	46	-21%
Property Damage	44	39	331	411	24%
Total	54	47	389	457	17%

Crisis Intervention Team

Crisis Intervention Team (CIT)				
Response Type	September		YTD	
	2024	2025	2024	2025
Mental Health-related Calls	4	29	65	123
Diversion/Referral	0	9	10	46
Clive Behavioral	0	4	18	28
Ed Thomas Notification	0	0	0	3
Total	4	39	93	158

Group A and B Offenses



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

Clearance Rate

Group A Crimes					
Type	September		YTD		
	2024	2025	2024	2025	% Change
Crimes v. Persons	13	17	120	100	-17%
Crimes v. Property	41	19	320	180	-44%
Crimes v Society	13	22	165	111	-33%
Total "A" Offences	104	42	605	391	-33%
Hate Crimes	--	0	--	1	--
LEOKA	--	0	--	7	
Clearance Rate	28.36%	55.17%	--	--	

K9 Deployments and Activity

K9 Deployments				
Deployment Purpose	September		YTD	
	2024	2025	2024	2025
Narcotics Search	--	31	--	200
Tracking	--	3	--	15
Total Arrests	--	34	--	123

Evidence Located			
Drug Type/Quantity	September 2025		
Methamphetamine	52 g	Mushrooms	7 g
Marijuana	805 g	Steroids	131 g
THC	4 g	Currency	\$3,000.00
Cocaine	2.2 g	Firearms	2

September 1st. 0159 hrs.

Sergeant Kempnich and K9 Dutch assisted the Windsor Heights Police Department on a possible stabbing. The victim walked up to the caller in the parking lot of Walmart and said he was stabbed by a white male while on the Greenbelt Trail. Officers were unable to locate where the stabbing took place or where the suspect went. K9 Dutch was able to track the path the victim took which led Officers to a wooden bench/ welcome center in Colby Woods Park. At the welcome center there was a large amount of blood found along with the victim's property.

Dutch keeps track, finds blood of victim.



Strategic Planning Update - Speeding and Safety on Trails.

As we look ahead to the 2025-2026 period, our community is poised to address critical challenges and opportunities surrounding the integration of electric vehicles and the enhancement of trail safety and etiquette. This strategic plan serves as a roadmap to ensure the safety, accessibility, and sustainability of our public spaces and roadways.

Through a collaborative approach, we intend to lower speeds on trails, educate users on the responsible use of electric vehicles, and develop regional solutions that prioritize the well-being of all residents. With milestones set to identify key issues, gather actionable data, and establish enforcement policies, this plan reflects our commitment to fostering a safer and more connected community.

2025-2026 Strategic Planning		
ELECTRIC VEHICLES/TRAIL SAFETY AND ETIQUETTE - REVISE ORDINANCE		
Key Issues		Completion Date
Lower speed on trails/increase safety and ettiquette		In-Progress
Educate on use of electric vehicles in parks/trails		In-Progress
Address electric vehicles on public roadways		In-Progress
Reduce injury to users		May-26
Regional solution to issue		Jun-26
Enforcement		Jun-26
Milestones		Completion Date
Identify specific complaints/Incidents/Reports		In-Progress
Identify other municipalities and actions taken		In-Progress
Establish working group of stakeholders		In-Progress
Find Options		Jan-26
Gather/Identify data for report to council		Mar-26
Street v. Trails		
Speed and Motor size/ Definitions		
CC: Decision: Ordinance (if any)		Jun-26
Success		Completion Date
Develop Regional solution via MPO or MAC		Jun-26
Enforcement plans/policies metrowide		Jun-26
Community acceptance of strategy		Jun-26

Highlights & Outreach

Final Food Truck Friday takes place in 2025.

Throughout the year, the officers of the Police Department stop by city events, checking in with fellow employees and residents, saying hello to the kids and ensuring the safety of vendors and visitors to the 'Ville. They also like to get a cool treat on a hot day, and officers Annis, Jorgensen and Thayer took advantage of the Rolled Ice Cream truck at the final FTF of the year.



New patch to be worn on uniforms.

Our current patch that has been worn since the early 2000's has undergone an update. One of the most asked questions we get, especially when out of state is, "Where is Clive located". Aside from the colors of the State flag on the eagles shield, there was no reference to the State of Iowa on our patch. So the shield was updated to the States outline. How long the Department has been active was also a desire of the officers to highlight, so the year **1957** is now displayed at the bottom of the patch. November 7th, 1957 was the beginning of a law enforcement presence in Clive with the hiring of Robert Walker as Town Marshal. Dean Dymond became Marshal in November of 1960, and would go on to be our first Chief of Police. He retired in 1999 after 39 years of service. This transition to uniforms and cars will run through January 1st, 2027.



Copper Thefts on the rise... Again.

September 5th, Hasan Toric, was arrested for theft of Copper from Bartlett Electric. Thanks to the surveillance system at the business, good video evidence was able to lead officers to the suspect. He was arrested for Theft 3rd Degree. Copper is commonly stolen and resold to scrap dealers.



Kum and Go or Park and Stay???



On September 10th Officer Jorgensen and Officer Annis were dispatched to a hit and run at Kum N Go on NW 86th Street. A pickup truck was struck by a passenger car as they both were driving in the lot. The truck crashed into the store and the driver of the sedan fled the scene. Officers were able to locate the run vehicle a short distance away. The 15 year old driver of the sedan was charged with leaving the scene of an accident and violation of his instruction permit. The driver of the truck sustained minor injury.

Bourbon wins the BAC of the month.



September 19th, Officer Mohammad attempted to stop a vehicle for suspected drunk driving. After seeing the driver on the wrong side of the road, Officer Mohammad was able to follow the car to a residence where the driver pulled into the garage and attempted to close the door on him. Officer Mohammad was able to detain the male after a short struggle. Following field sobriety testing, the male consented to a breath exam which showed a result of .326%, earning the driver, Christopher Bourbon, the Breath Alcohol of the month.

Scammers Continue to Target Clive Residents.

September 16th was a busy day for scammers. In one case, a resident attempted to invest over \$200,000 dollars into an agreement with a silent partner. After the financial transaction was made, all contact with the financial group had been cut off. This is a case where it is unlikely there will be a good outcome, however, detectives are working hard to find the suspects and hold them accountable.

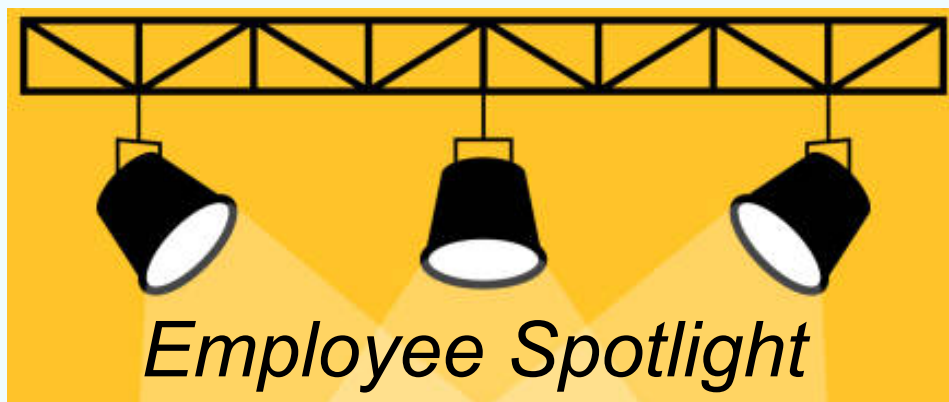
A second scam was reported to Officer Thayer and Sgt. Nielsen, who were able to intercept a female who had fallen for a bitcoin scam. After being told to withdraw over \$24,000 from her bank, she went to the Bitcoin machine at Fareway, where observant employees saw what she was doing and called police. Fortunately, this victim was limited to a loss of only \$2,100.00.



Car vs. Bus crash injures students after swim meet.

On September 23rd, Officers Thayer, Recchia, and Sgt. Nielsen were dispatched to Country Club Blvd and University Avenue a motor vehicle crash with entrapment between a vehicle and a school bus. The driver of red sedan began to pull right, and swing wide to make an illegal U-Turn from the far-right lane. The red sedan crossed into the path of school bus. The red sedan was hit broadside and pushed into the center median on the West side of the intersection. Two people on the bus were injured as was the driver of the red sedan. An Operation While Intoxicated investigation was conducted on the driver. Following a blood draw search warrant, the driver of the sedan was found to have a BAC of 0.116%. He has already turned himself in.





Police Officer DeVante Clark

Officer Clark joined Clive PD in 2017 and will celebrate his 8th Anniversary in December. He is one of our more senior patrol officers and serves as a Field Training Officer (FTO), Firearms Instructor and Tactics Instructor for the PD and at the Law Enforcement Academy. DeVante is also a seasoned member of the Suburban Emergency response team (SERT). Originally from Sioux City, he followed the tradition of his father, Aaron, who still serves with the Sioux City Police Department. DeVante is assigned to Patrol and currently works the day watch shift.



Memo

TO: Mayor and Council members

FROM:

DATE: October 23, 2025

RE: Fire Department Report - September 2025

SYNOPSIS:

Attachments:

1. 9 - September 2025 Council Report

Clive Fire Department
8800 Hickman Road, Clive, IA
50325
(515) 223-1595



Memo

TO: Honorable Mayor, City Council, City Manager

FROM: Clayton Garcia, Fire Chief

DATE: 10/12/2025

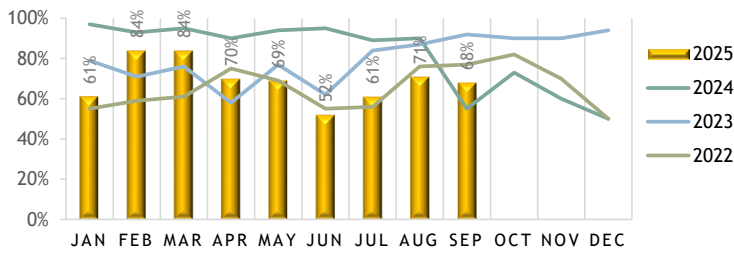
RE: September 2025 Monthly Report

Top Priority	Milestones	Status
Fire-EMS Collaboration with Multi-Communities Study: Completion, Reporting and Direction (including Concept of Fire District)	Initiate Multi-Community Study	In Progress
	Complete Multi-Community Study	In Progress
	Analyze study with participating agencies	Not Started
	Present study finding to City Council	Not Started
	Discuss direction of Clive Fire Department per study	Not Started
	Identify number of staff members needed for assess	Not Started
High Priority	Milestones	Status
Fire Station 22 with City of West Des Moines: Report, Direction and Funding	Initiate Station 22 St. of Coverage	In Progress
	Evaluate St. 22 Response	In Progress
	Report St. 22 Findings	Not Started
	Discuss direction of Clive Fire Department per study	In Progress
Management Projects		Status
Fire Department SOP & SOG Merger/Revamp		In Progress

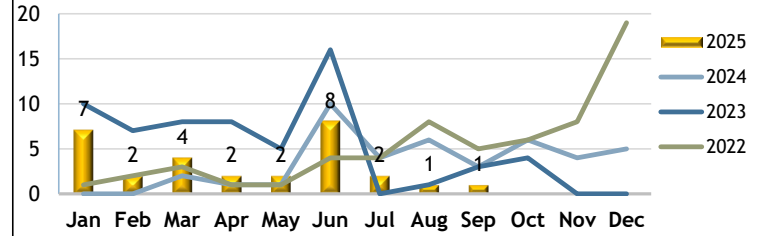


Clive Fire Department Monthly Report September 2025

100% Staffing of On-Duty Shifts



Mandatory Overtime Shifts

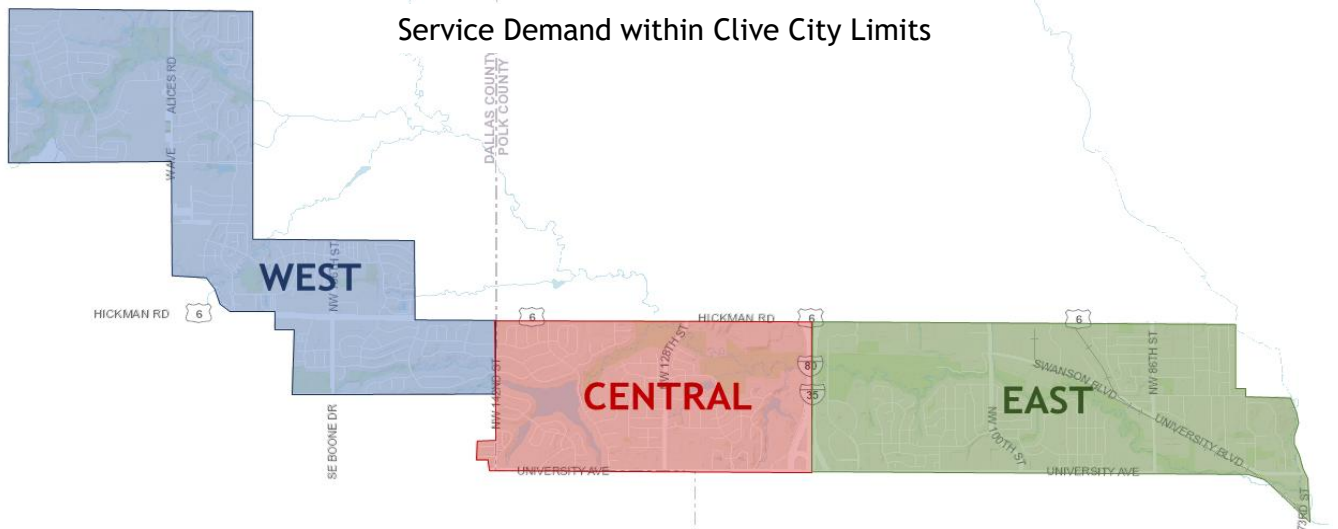


Citizen Satisfaction for Safety in Clive Above Customized and National Benchmarks

Source: 2022 Citizen Satisfaction Survey Results

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

Service Demand within Clive City Limits



WEST		
EMS	12	7.2%
Fire	14	8.4%
Total	26	15.6%

CENTRAL		
EMS	27	16.2%
Fire	16	9.6%
Total	43	25.7%

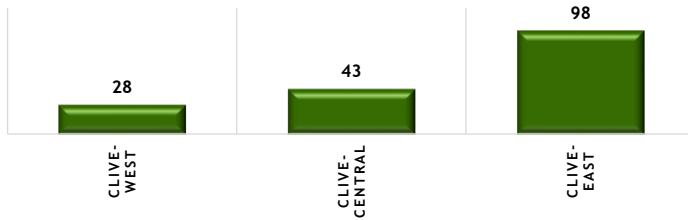
EAST		
EMS	66	39.5%
Fire	32	19.2%
Total	98	58.7%



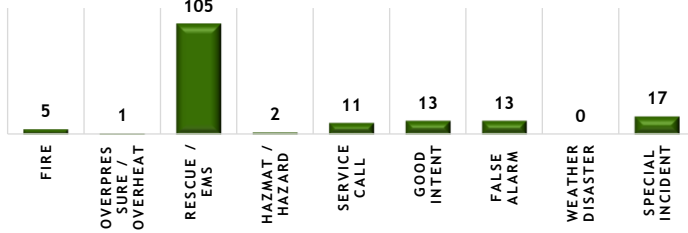
Clive Fire Department
Service Demand
September 2025

City of Clive

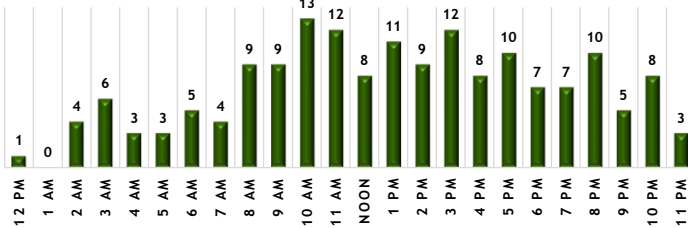
SERVICE DEMAND BY RESPONSE AREA



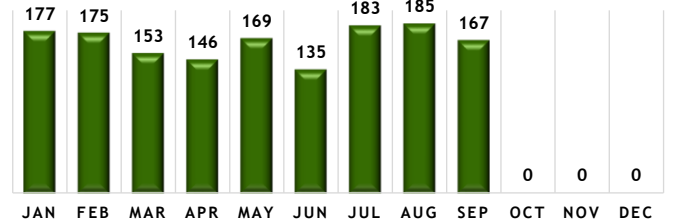
SERVICE DEMAND BY NFIRS CATEGORY



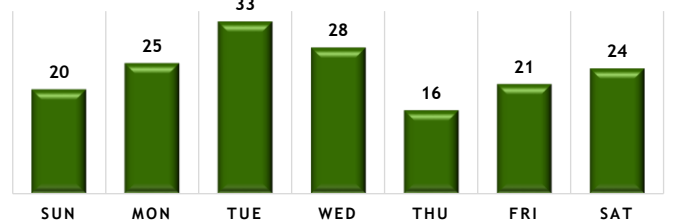
SERVICE DEMAND BY HOUR OF THE DAY



SERVICE DEMAND BY MONTH OF THE YEAR

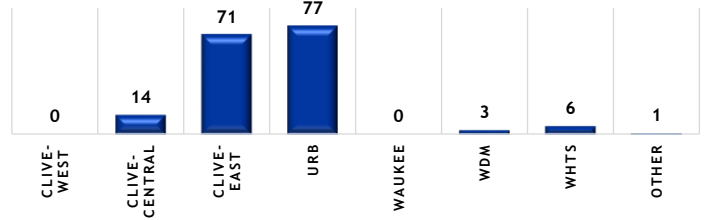


SERVICE DEMAND BY DAY OF THE WEEK

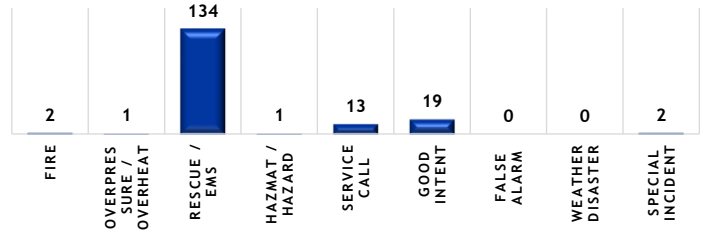


Station 32

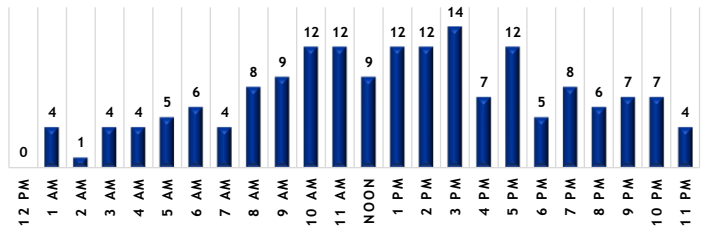
SERVICE DEMAND BY RESPONSE AREA



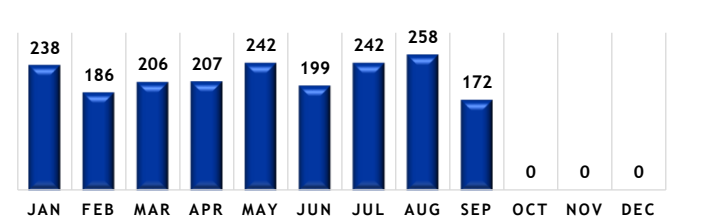
SERVICE DEMAND BY NFIRS CATEGORY



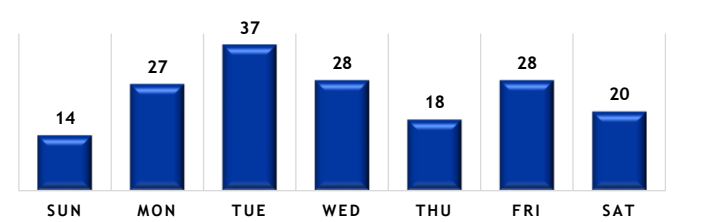
SERVICE DEMAND BY HOUR OF THE DAY



SERVICE DEMAND BY MONTH OF THE YEAR

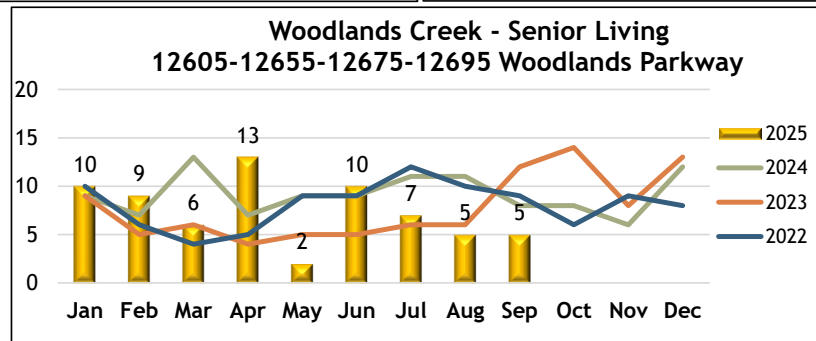
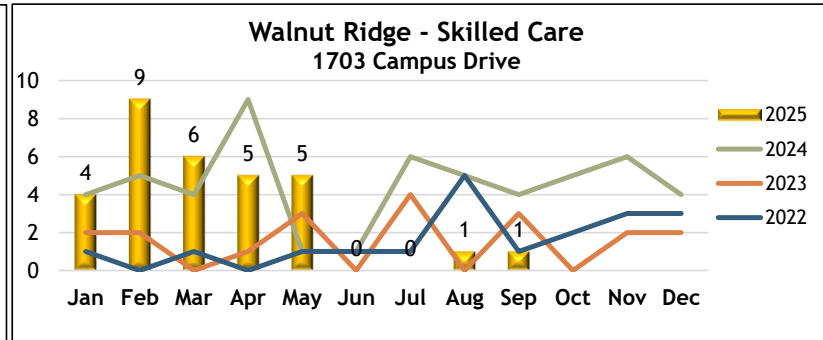
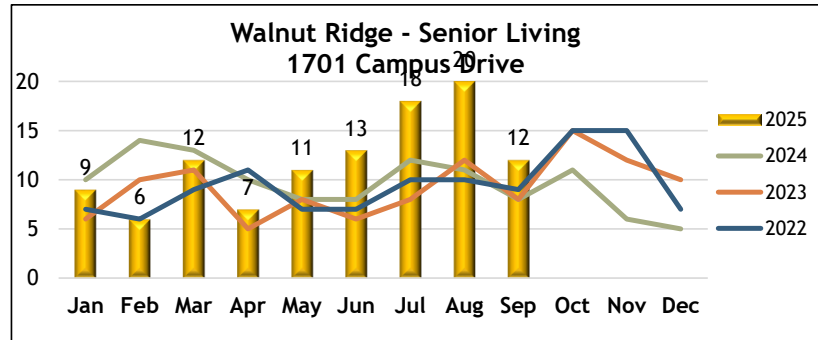
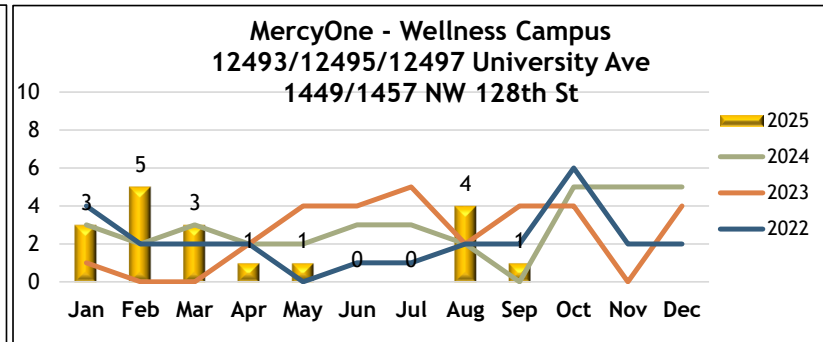
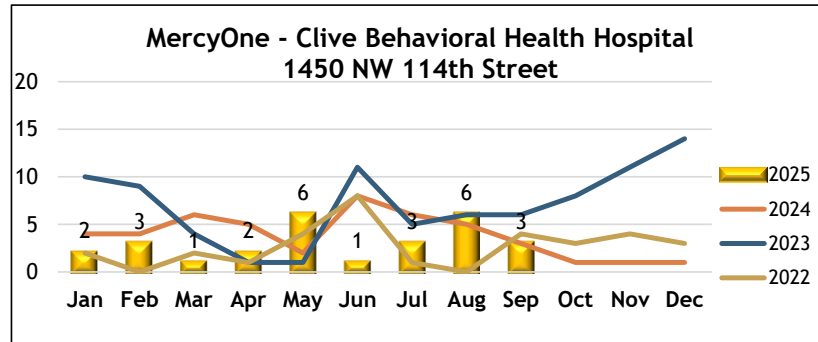
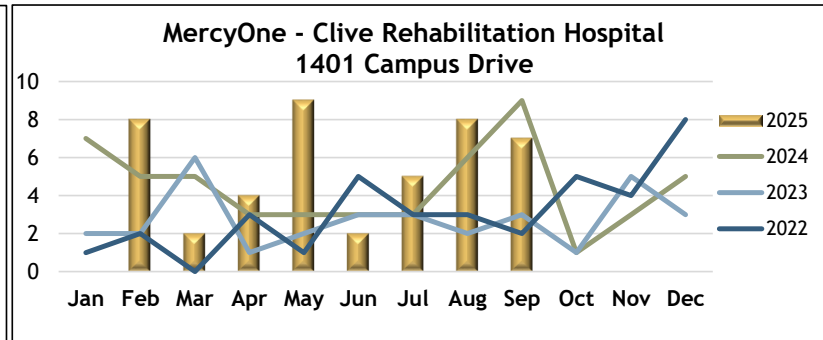
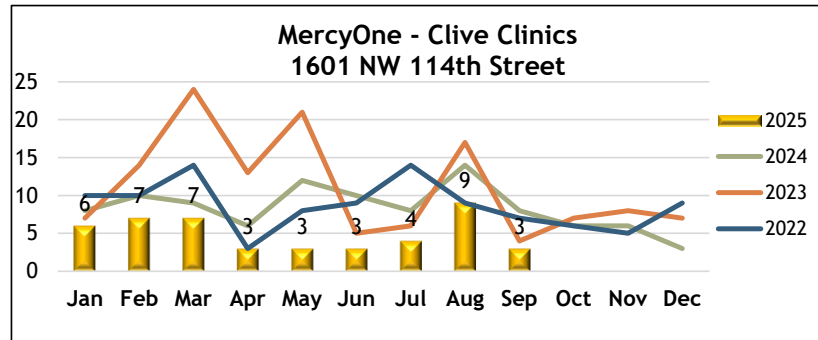


SERVICE DEMAND BY DAY OF THE WEEK





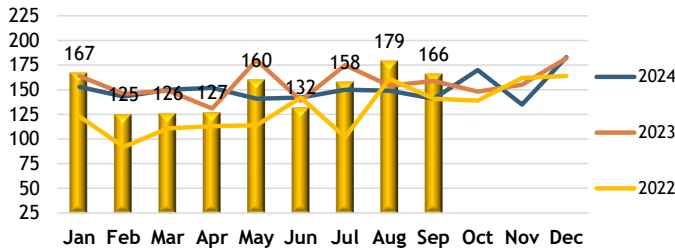
Clive Fire Department Service Demand - EMS September 2025



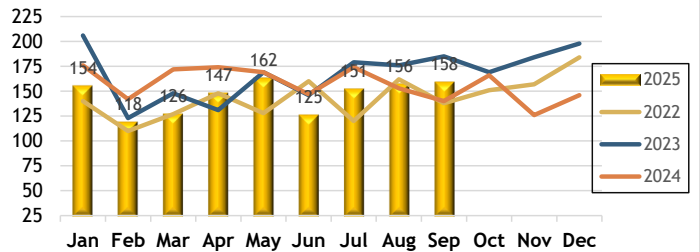


Clive Fire Department Monthly Report September 2025

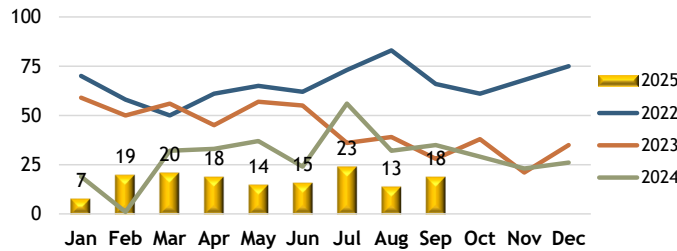
Station 32 Ambulance Responses



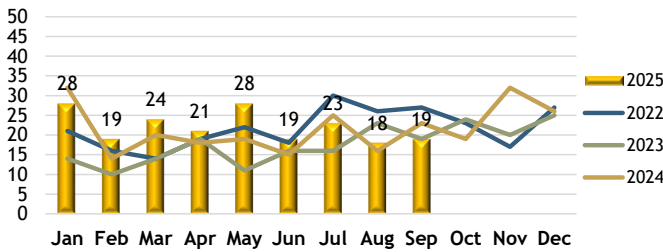
Station 32 Engine/Ladder Responses



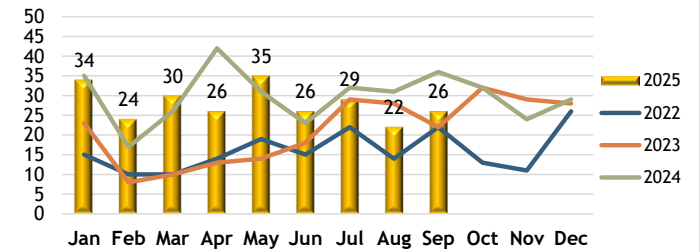
Station 22 Engine Responses into Clive



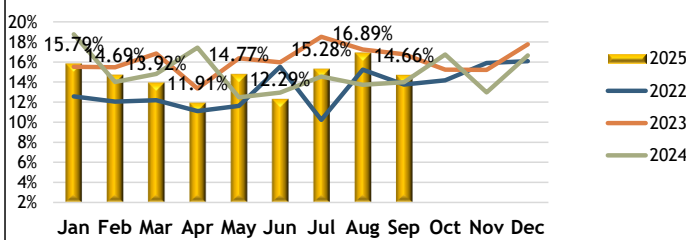
Station 43 Ambulance Responses into Clive



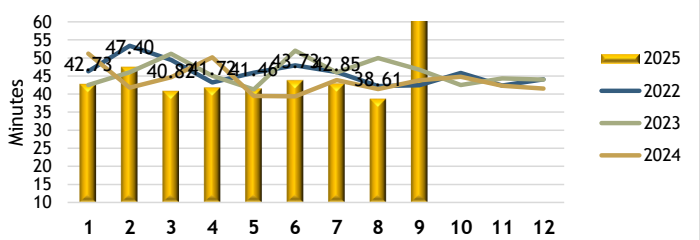
Station 43 Engine Responses into Clive



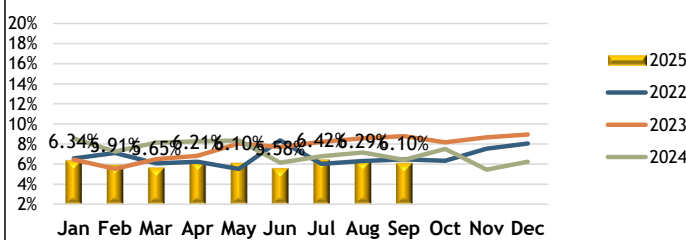
Unit Hour Utilization - Clive Ambulance



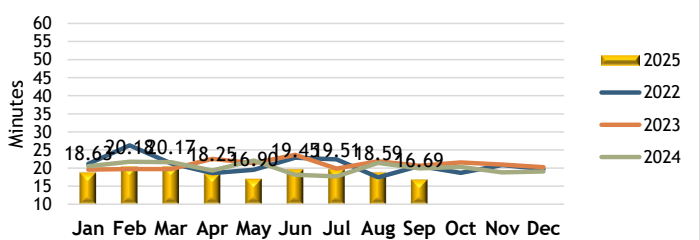
Average Time Committed - Clive Ambulance

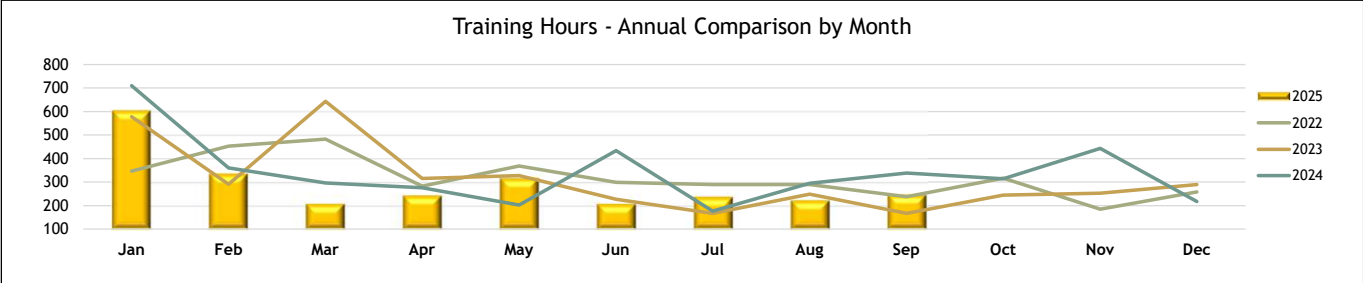


Unit Hour Utilization - Clive Suppression



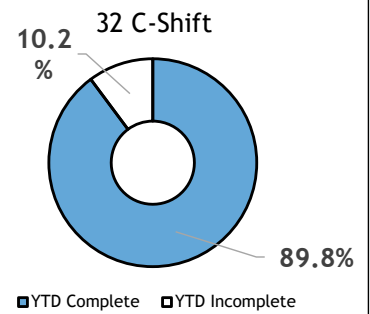
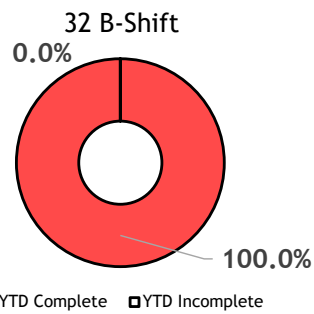
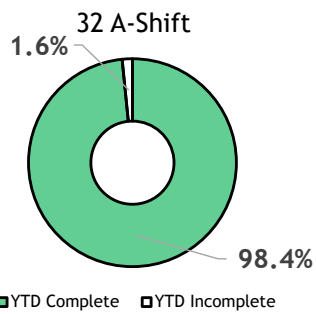
Average Time Committed - Clive Suppression



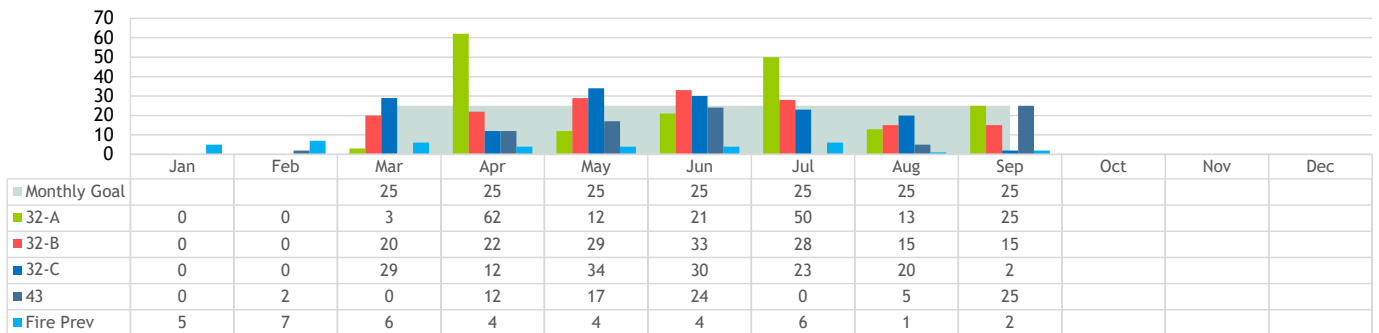




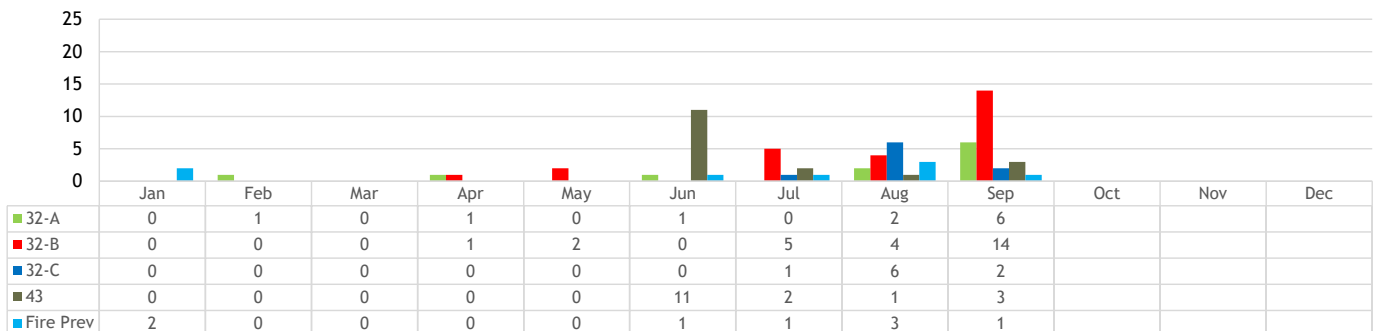
Clive Fire Department Inspection/Prevention Monthly Report September 2025



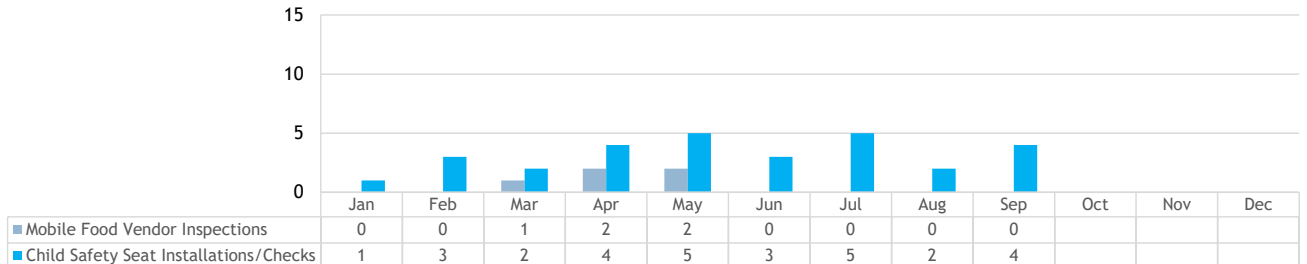
Inspections by Shift



Re-Inspections by Shift



Public Relations



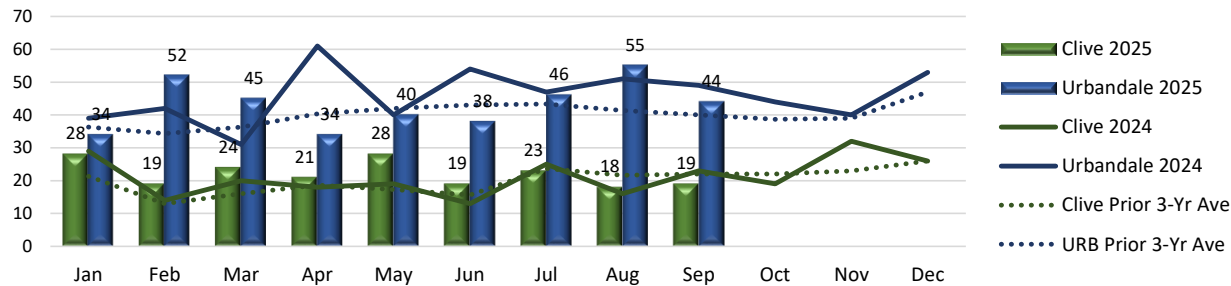


Clive Fire Department
Shared Services Report
September 2025

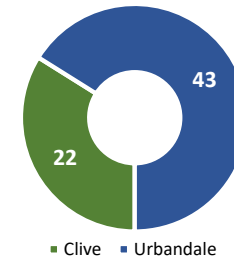
Urbandale - Station 43

Station 43 Became Operational March 10, 2020

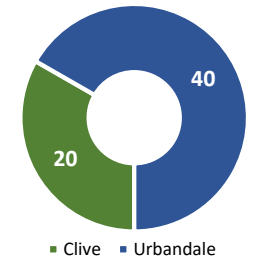
Ambulance



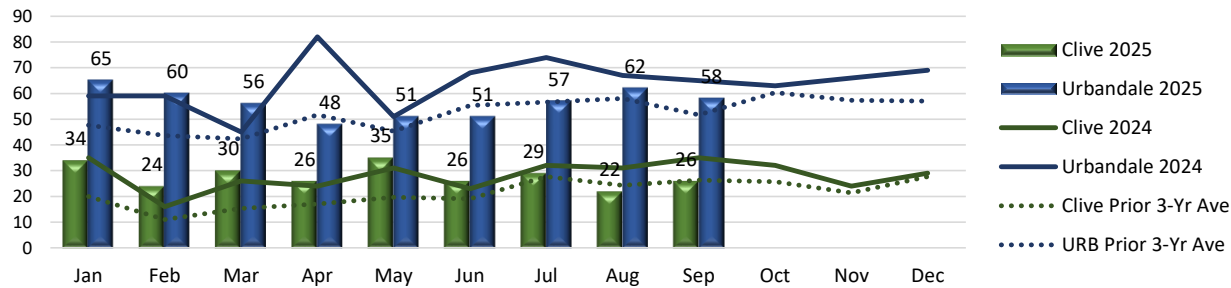
Year to Date Monthly Average



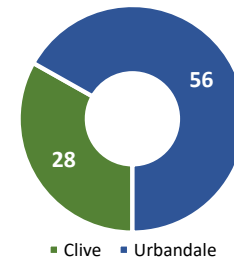
Prior 3-Year Monthly Average



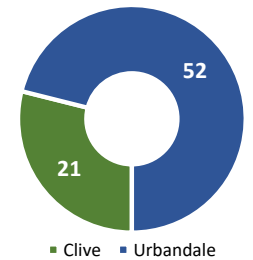
Engine



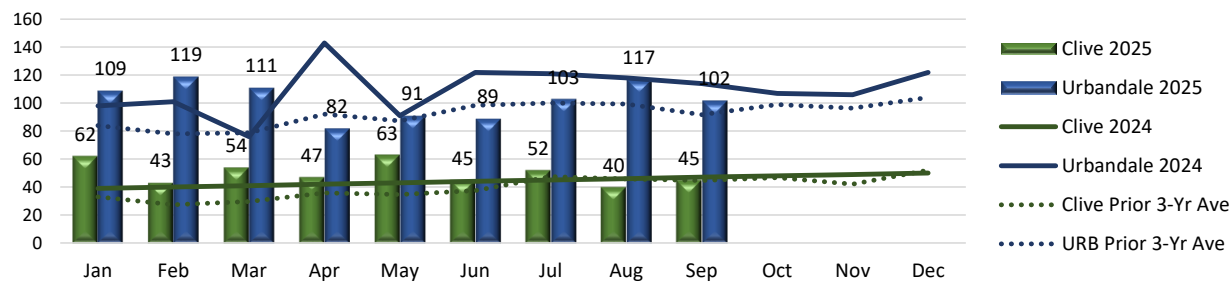
Year to Date Monthly Average



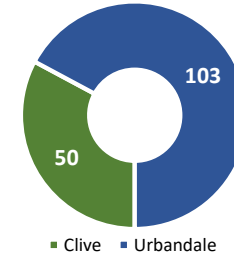
Prior 3-Year Monthly Average



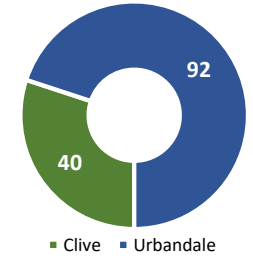
Total (Ambulance & Engine)



Year to Date Monthly Average



Prior 3-Year Monthly Average



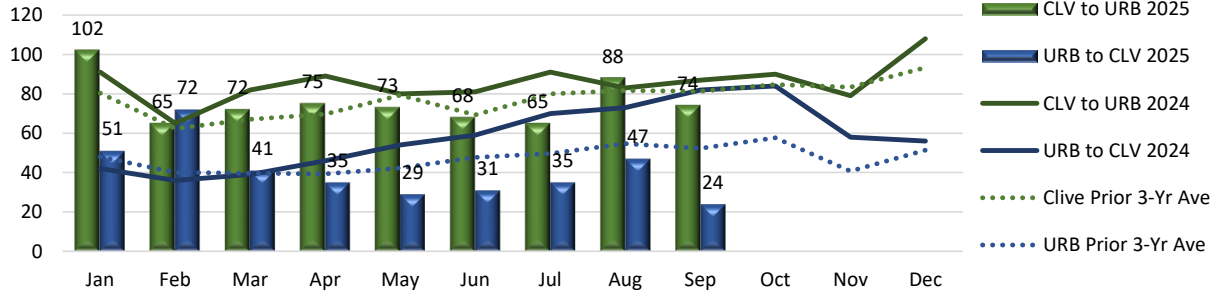


Clive Fire Department
Shared Services Report
September 2025

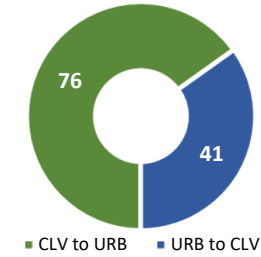
Clive / Urbandale - Closest Unit Response

Does Not Include Station 43

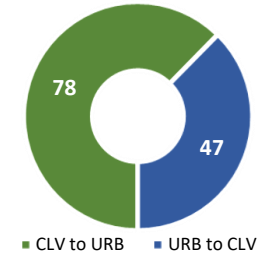
Ambulance



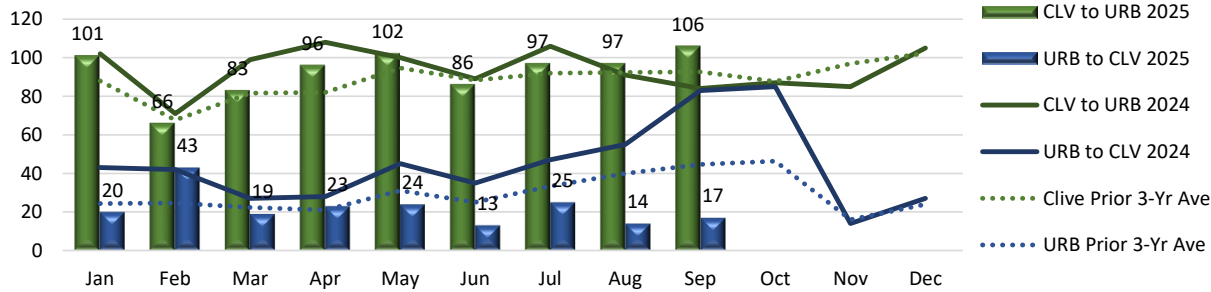
Year to Date Monthly Average



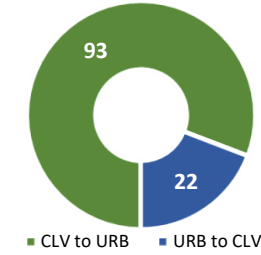
Prior 3-Year Monthly Average



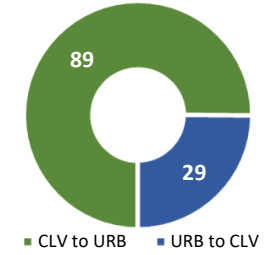
Engine



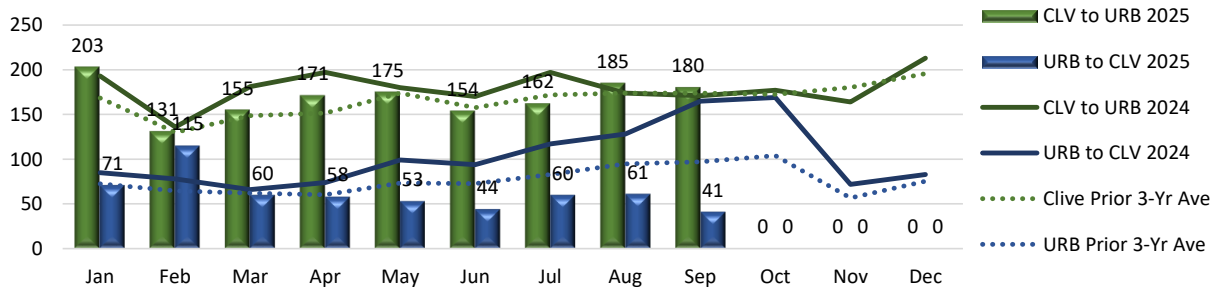
Year to Date Monthly Average



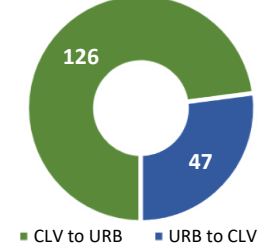
Prior 3-Year Monthly Average



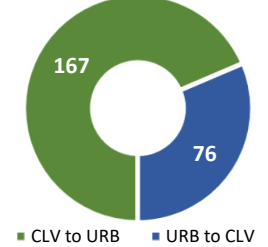
Total (Ambulance & Engine)



Year to Date Monthly Average



Prior 3-Year Monthly Average



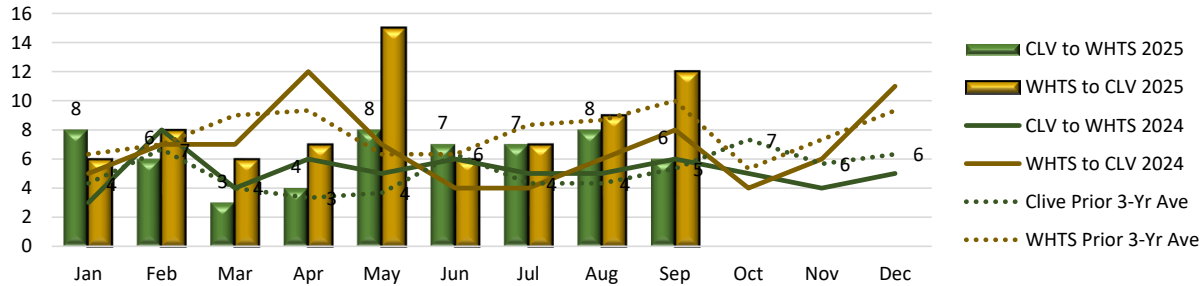


Clive Fire Department
Shared Services Report
September 2025

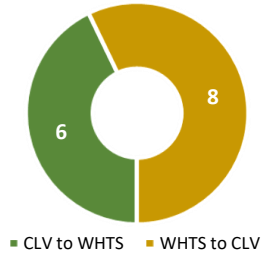
Clive / Windsor Heights - Closest Unit Response

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

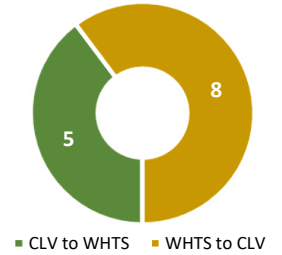
Ambulance



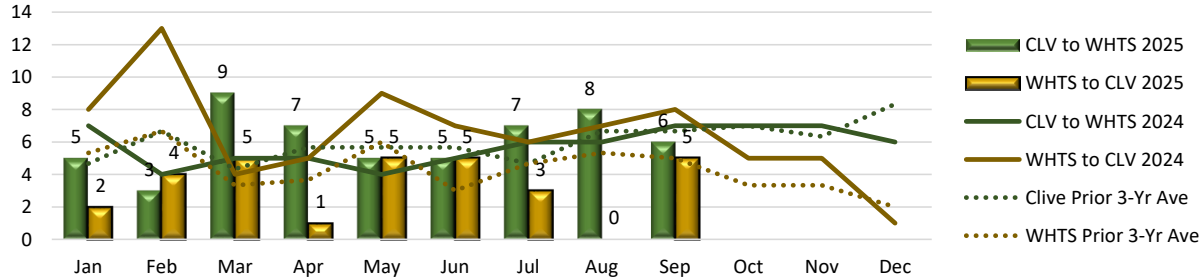
Year to Date Monthly Average



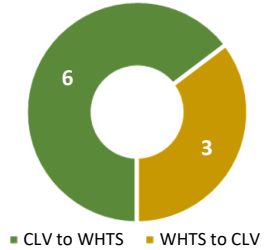
Prior 3-Year Monthly Average



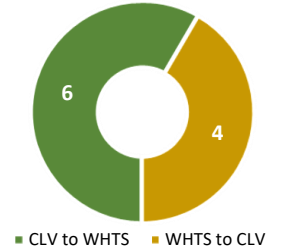
Engine



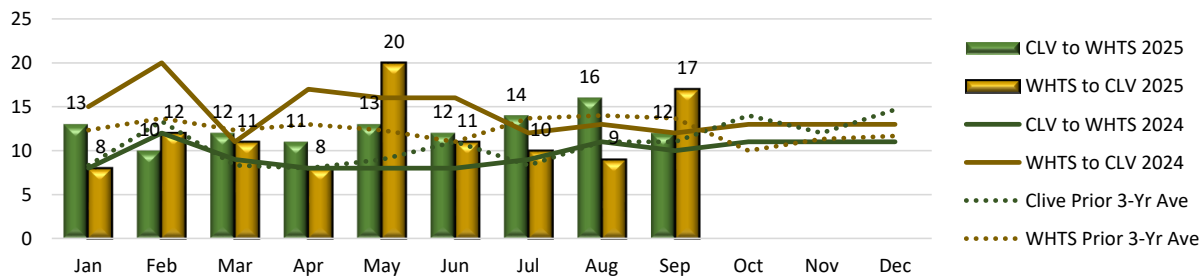
Year to Date Monthly Average



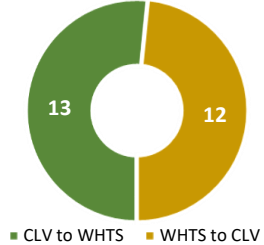
Prior 3-Year Monthly Average



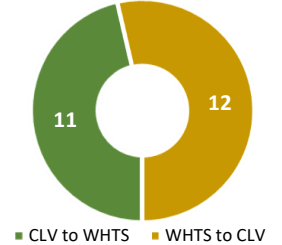
Total (Ambulance & Engine)



Year to Date Monthly Average



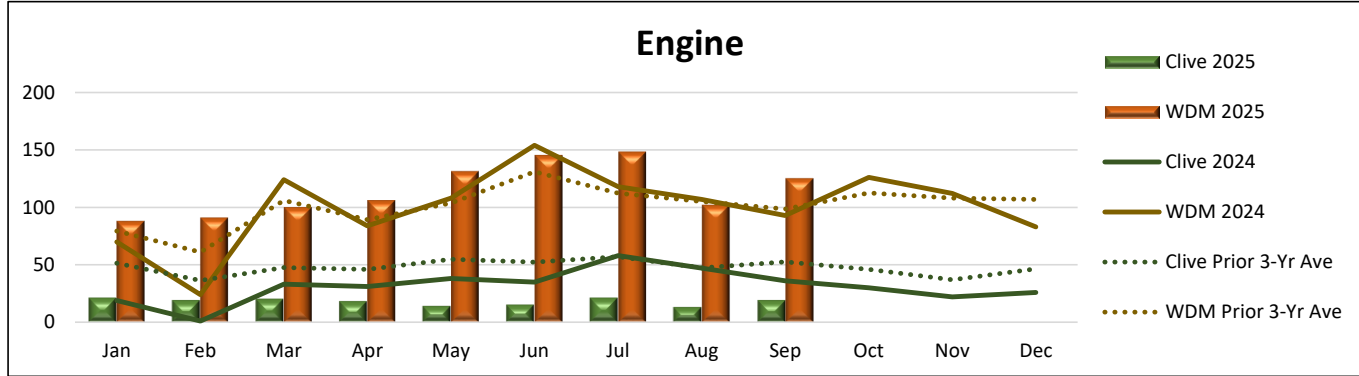
Prior 3-Year Monthly Average



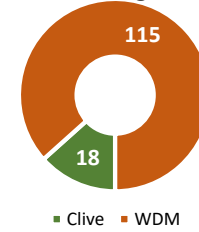


Clive Fire Department
Shared Services Report
September 2025

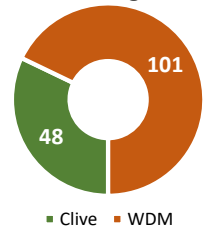
West Des Moines - Station 22



Year to Date
Monthly
Average



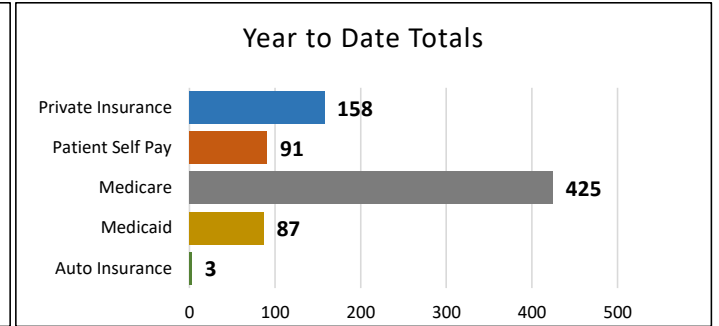
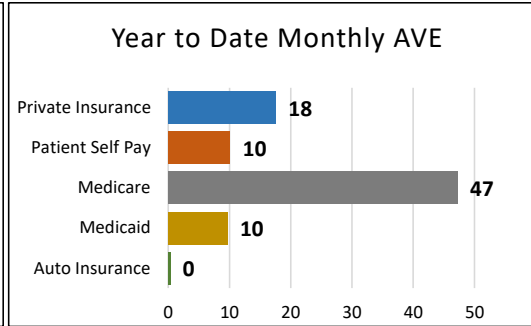
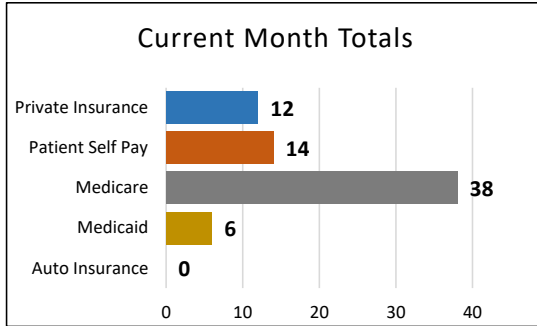
Prior 3-Year
Monthly
Average



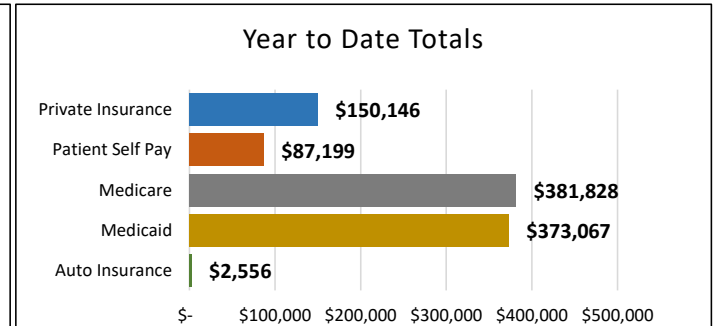
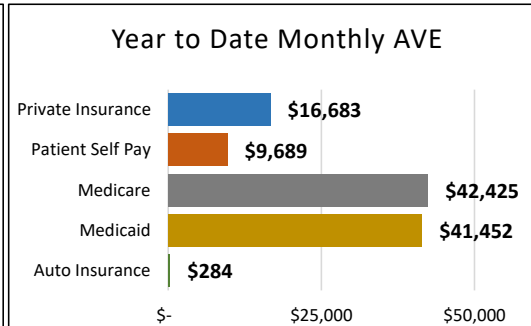
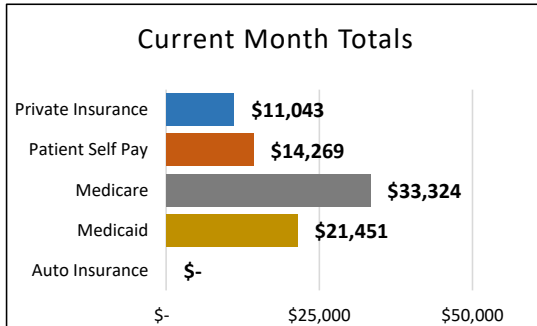


Clive Fire Department
EMS Billing Report
September
2025

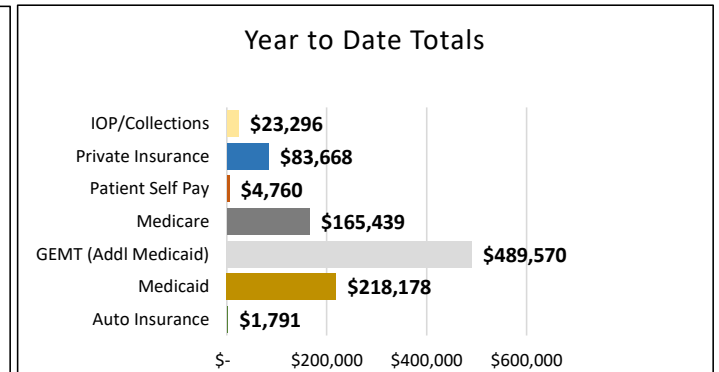
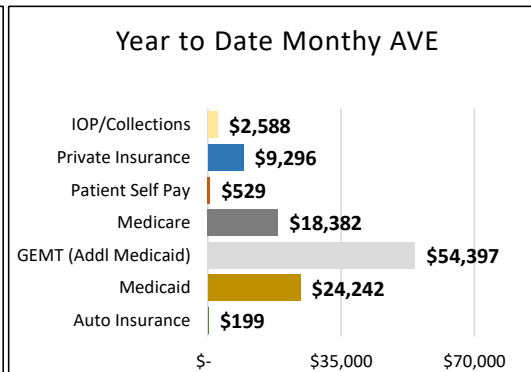
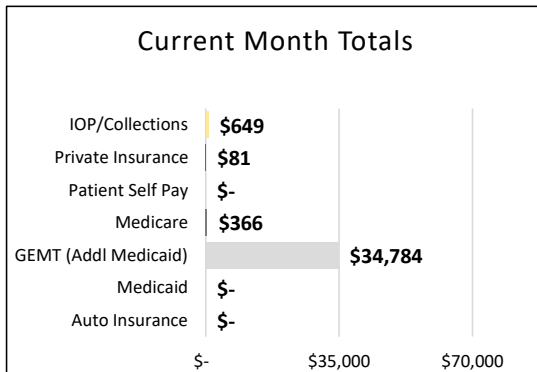
PAYOR BY TRIPS



PAYOR BY
GROSS CHARGES



PAYOR BY \$
PAYMENTS





Memo

TO: Mayor and Council members

FROM: Tiernyn Potratz, Administrative Assistant

DATE: October 23, 2025

RE: Public Works Report - September 2025

SYNOPSIS:

Public Works Report - September 2025

Attachments:

1. September 2025 Monthly Report

Clive Public Works

September 2025

Monthly Report



September Events

- **September 2nd**— Summer hours ended
- **September 3rd**— Department safety training for Operations Staff: Welding and Cutting
- **September 8th**— Monthly Department meeting with Jeff May
- **September 12th**— Notary Public Training for Julia McGuire
- **September 19th**— Chris Saltmarsh was recognized for 25 years of service.
- **September 23rd**— Polk County Water Quality Snapshot. Attending: Landon Berry and Jonah Crilly.
- **September 23rd**— AWWA Conference, Prep and Leak Detection class and AWWA short course in Ankeny. Attending: Jason Stevens, Jaylen Cooley, Justin Wykoff, Chris Saltmarsh and Luke Lewis.

ROW Permits

Type	Number issued
Metro Right-of-Way	1
Fiber Optic	0
Cable Drop	37
Small Wireless Facility	0

2023-2024 Clive Strategic Plan

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

2025-26 Policy Agenda Actions: Top Priority

Alice's Road Reconstruction: Funding, Planning & Conceptual Design w/ Waukee (JM/JH) – Clive is the lead on this project. Staff reviewed RFQ's and selected Snyder & Associates (Snyder) for the design work. Staff worked with Waukee and Snyder to identify the scope for the Professional Services Agreement (PSA) and Council approved the PSA in the amount of \$1,937,000, at the January 11, 2024, Council meeting.

Snyder discussed the project with Clive Council at the April 11, 2024 Council meeting. Snyder discussed the project with Waukee at their May 13th workshop. A Public Meeting was held in Waukee on June 11th. Phase 1 has been divided into two projects, Phase 1A and Phase 1B, with Phase 1A reconstructing Alice's Road from south of Horizon to just south of Dellwood and Phase 1B from south of Dellwood to south of Douglas.

Snyder met with property owners to discuss easements and property acquisitions. Staff discussed the project again with Council during the November 7, 2024 CIP workshop. A Public Hearing was held at the February 13, 2025 Council meeting for the Eminent Domain Process. That Public Hearing was continued to the February 27, 2025 Council meeting. All acquisitions for Phase 1A were acquired without the use of eminent domain. The Public Hearing for the eminent domain process was opened and closed without any action at the February 27, 2025 Council meeting. The letting for Phase 1A was held on February 4, 2025 and the project was awarded to Concrete Technologies, Inc. (CTI), in the amount of \$4,294,120.31, at the February 13, 2025 Council meeting. Message boards were put out on March 17 notifying the Public of the upcoming closure. Alice's Road was closed the week of March 24 for the start of construction. The contractor is currently working on the project but will not finish the project this year. The current schedule includes the completion of Alice's Road from the south end of the project to just south of Boston Parkway this year. The roundabout and the remainder of Phase 1A will be completed next year. **The contractor has paved the mainline south of Boston Parkway and is working on the hand pours.**

The consultant is working on the design for Phase 1B that will be let after the first of the year and will be in progress at the same time as Phase 1A is being completed.

Waukee submitted STBG grant requests for this project and received \$1.5M that was to be utilized in Phase 2. Clive submitted an STBG grant and received \$500,000 for Phase 3 of the project. Clive has worked with Waukee to move all Federal funding to Phase 4 to minimize costs associated with the use of federal funds. Phase 4 now includes the intersection of Berkshire Parkway. The current schedule is as follows:

Phase 1A – Completed in mid-2026

Phase 1B – Constructed in 2026

Phase 4 – Constructed in 2027

Phase 3 – Constructed in 2028

Phase 2 – Constructed in 2029

The construction of the phases has been moved around to accommodate the federal funding in Phase 4 and the need to construct stormwater improvements from Little Walnut Creek to the south to provide storm sewer for the improvements in Phases 2 and 3. In addition, Waukee currently has the reconstruction of the bridge on Warrior Lane scheduled for 2027 and 2028. It is anticipated the bridge project will take 2 years to complete and Waukee would like to avoid having both Warrior Lane and Douglas closed at the same time.

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

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

2025-26 Policy Agenda Actions: High Priority

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

2025-26 Policy Agenda Actions: Priority

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

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

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

Current Construction Schedule:	East Streambank work	Completed except for restoration
	East Trail reconstruction	Completed except for restoration
	Trail Bridge	2026
	West Streambank work	2026-27
	West Trail construction	2028

2025-26 Management Agenda Actions: Top Priority

Hickman Road & I35/80 Interchange Project (JM) – This is an Iowa DOT project. Clive and Urbandale worked together to add additional elements to the project. The additional elements include pedestrian and bicycle facilities, stormwater management, aesthetics, and gateway/landscaping improvements. The cities contracted with Snyder and Associates to provide the additional elements for the project along with access management and funding strategy considerations. Most of the elements included in the original Professional Services Agreement with Snyder and Associates were completed and Council approved a Professional Services Agreement (PSA) Amendment for the design of the additional elements at the January 12, 2023, Council Meeting. Snyder is working on the design work for the additional elements for the interchange project. Additionally, staff has confirmed with the IDOT that the \$2.5 M in STBG funds and \$800K in TAP funds received for the project will be credited to Clive and Urbandale's funding contribution. Staff has obtained the easements needed to connect the trail on the north side of Hickman to the Greenbelt Trail. An application for State Recreational Trails (SRT) Grant was submitted. An application for a REAP Grant was submitted for the trail connection to the Clive Greenbelt and staff was notified that the project scored very well but was the first project to NOT receive funding. Staff submitted a Federal Recreational Trails grant application. An application for a \$25M RAISE grant has been submitted. If successful, the grant would cover all of Clive and Urbandale's project costs and any the remaining grant would be used by the Iowa DOT. The first phase of this project was let on July 16, 2024. The contractor has is finishing work on Stage 1 of the project. The trail has been closed and will be closed through 2025. Phase 2 of the project has been let and awarded. The southbound on-ramp from Hickman to I35/80 and the southbound off-ramp from I35/80 to University were closed on Monday, April 21, 2025, and were reopened September 4, 2025. In addition, the northbound on-ramp from Hickman to I35/80 was closed and reopened on September 11, 2025. The northbound onramps at University and Hickman and the southbound offramp at Hickman were closed on September 4, 2025. **The northbound onramp at Hickman has opened. The contractor has been setting girders which requires the closing of Hickman. Hickman was closed Friday, October 10th before 9 pm and remained closed until 8 pm on Saturday. A similar closure is planned for October 24th - 25th.**

2025-26 Management Agenda Actions: High Priority

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

2025-26 Management Agenda Actions:

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

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

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

Right-of-Way Management Right-of-Way Management - ROW Policies for Private Infrastructure (JM/JF/JA) – Staff is working on the fiber/ROW policy.

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

2025-26 Management in Progress

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

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

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

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

Clark Street Pilot Green Infrastructure Evaluation After Action Report (RT) – **Staff will complete the review.**

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

MS4: 2025 Annual Reporting, Annual Inspection, Process Improvement (RT) – Staff is working on the 2025 report that is due by December 31, 2025.

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

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

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

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

Harbach Boulevard Phase 2 Reconstruction Project Easement with Glacier Properties: (JC) - **Staff is working on the acquisition of the easements.**

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

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

2025-26 Major Projects

2026 Annual Soil Quality Restoration (SQR) Citywide Cost-Share Program (JM/JMc) - This is scheduled for the fall of 2026.

2026 Annual Traffic Detection (CS) – This project includes the upgrade of traffic detection at one intersection each year.

2026 Annual ACT Cabinet: Installation (JF/CS) - This project includes the replacement of the ACT cabinet at NW 156th and Hickman.

Completion of ACT Traffic Cabinets Replacement: (JF/CS) - This project was included the CIP approved on December 12, 2024, and is scheduled to be completed in 2026. The project includes the replacement/upgrade of the remaining traffic cabinets to ACT cabinets.

2026 Annual Berkshire and Boston Street Light LED Relamp (CS) – The project will be completed in 2026 and this will be the final year of the retrofit. Following the completion of this project all City owned streetlights will be LED.

2026 Annual City Owned Street Light Pole Painting: Completion (JF/CS) - The project will be completed in 2026.

2025 Walk/Don't Walk Countdown Signals: Installation (CS) – Staff plans to install the signals at NW 138th and University by the end of December.

2026 Walk/Don't Walk Countdown Signals: Installation (CS) – Staff plans to install the countdown signals in the fall of 2026.

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

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

2025 Annual Pavement Rehabilitation Projects (JH/JC) – **(A) Residential PCC Patching** – Staff has completed plans for this project and the project was awarded to The Concrete Company in the amount of \$634,965.00 at the March 13, 2025, Council Meeting. Contractor is currently working on the project. **(B) Arterial PCC Patching** – This project was be let on February 4, 2025, and was awarded to SKOL Trucking, LLC, in the amount of \$418,691.00 at the February 13, 2025 Council meeting. The Contractor has completed the work, but punch list items remain. (This includes the NW 142nd & University intersection) **(C) Asphalt Overlay** – This project was let on February 4, 2025, and was awarded to Caliber Concrete in the amount of \$770,789.72 at the February 13, 2025 Council meeting. The contractor has completed the placement of the asphalt overlay. Punch list items remain.

2026 Annual Pavement Rehabilitation Projects (JH/JC) – **(A) Residential PCC Patching** – The 2026 project targets the area south of Hickman and west of NW 156th and the area east of NW 156th and north of Hickman **(B) Arterial PCC Patching** – The 2026 project will target University between NW 128th and Lake Pointe and Swanson Boulevard. **(C) Asphalt Overlay** – The 2026 project will target the Country Club West area.

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

2026 Annual Storm Sewer Intake Restoration Projects: (JM/JN) - **This project will include the replacement of intakes in conjunction with the street rehabilitation projects.**

2025 Annual Stormwater Restoration Projects: Completion (RT) – PW staff is finalizing the work on this project which included a WQI Grant for work on a basin north of Little Walnut Creek and South of NW 168th Street. Restoration remains.

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

2025-26 Annual Sewer Lining Program (JM) – **A Public Hearing will be set at the October 23, 2025 City Council Meeting. Bids will be received November 18, 2025 and the project is scheduled to be awarded at the December 11, City Council meeting.**

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

2026 Annual City Owned Street Light Pole Painting Completion (JF/CS) - **This work will be completed in 2026.**

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

Public Works Lobby Security: Completion (JM/JS) - **Public Works will complete this work over the winter.**

Public Works Security Camera Installation and Public Works Entrance Improvements: (JM/JS) – **Public Works will complete this work over the winter.**

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

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

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

Douglas and Berkshire Intersection Signalization Project (JH) - This project was let on April 17, 2025 and awarded to Iowa Signal, Inc, in the amount of \$235,174.00 at the April 24, 2025 Council meeting. The contractor has completed work on this project and the signals are in operation. Restoration and final close out remains.

NW 78th & NW 80th Watermain Replacement Design: (JH/JC) - This project is scheduled for construction in 2027.

NW 86th Street Pavement Repair: (JH) – This project was awarded to the Concrete Contracting Company at the August 28, 2025 Council meeting, in the amount of \$82,086.00. The project is schedule for completion in the next few weeks.

NW 156th and Hickman ADA Improvements: (JH/JC) - This project is needed to bring the NW 156th Street intersection into ADA compliance. The project will be included in the upcoming CIP for construction in 2026.

NW 114th Street Bridge Repair Project: (JH) - This project was awarded to Boulder Contracting at the April 10, 2025 Council meeting, in the amount of \$154,007.66. The bridge deck work was scheduled to be completed while NW 114th was closed for reconstruction. The bridge deck repairs were completed while NW 114th was closed. The new bridge railing was completed this week. Close out of this project remains.

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

Little Walnut Creek Stream Bank Repairs East of Alice's Road: (RT/JS) – Parts of the restored streambank, east of Alice's Road were damaged due to heavy rains. Public Works will complete the repairs late this fall.

City Hall Approach Replacement: (JC) – This project was awarded to Stapes Concrete at the September 11, 2025 Council meeting, in the amount of \$60,616.00. The work has been completed and close out remains.

City Hall Parking Lot Improvements/Overlay: (JC) – This project will include the milling and overlaying of the City Hall Parking lot. This project is scheduled to be completed in the spring of 2026.



Memo

TO: Mayor and Council members

FROM: Elizabeth Hansen, Director of Administrative Services

DATE: October 23, 2025

RE: Treasurer's Report - September 2025

SYNOPSIS:

Please see the attached report.

Attachments:

1. Sept 25 Treasurer's Report

To the Mayor and City Council:

TREASURER'S MONTHLY REPORT - CITY OF CLIVE

September 30, 2025

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

CASH

FUND	Clerks' Balance Last Report	Revenue	Expenditures	Flex PR Clearing - Net Change	Clerk's Balance	Outstanding Checks	Treasurer's Balance
GENERAL	8,807,173.08	1,466,214.25	1,474,735.74	9,839.86	8,808,491.45	129,236.24	8,679,255.21
ROAD USE	1,884,769.38	286,236.22	173,643.20	-	1,997,362.40	4,009.37	1,993,353.03
LOCAL OPTION SALES TAX	1,645,734.69	369,649.62	0.00	-	2,015,384.31	-	2,015,384.31
TIF	598,650.36	160,197.42	575.52	-	758,272.26	-	758,272.26
POLICE K-9	5,311.86	0.00	65.00	-	5,246.86	-	5,246.86
TRUST & AGENCY	2,925,168.64	187,188.08	274,130.12	-	2,838,226.60	30,809.19	2,807,417.41
POLICE SEIZURES	30,194.69	20.98	0.00	-	30,215.67	-	30,215.67
DEBT SERVICE	1,013,828.61	215,965.64	0.00	-	1,229,794.25	-	1,229,794.25
CAPITAL PROJECTS	37,197,488.04	592,632.67	2,404,832.99	-	35,385,287.72	400,507.45	34,984,780.27
SPECIAL ASSESSMENT	-15,143.00	0.00	0.00	-	-15,143.00	-	-15,143.00
WATER UTILITY	10,253,020.78	513,945.98	326,129.00	-	10,440,837.76	20,153.16	10,420,684.60
WATER UTILITY DEPOSIT	371,466.19	3,050.00	1,548.13	-	372,968.06	2,367.91	370,600.15
WATER IMPROVEMENT	7,988.15	0.00	0.00	-	7,988.15	-	7,988.15
SEWER UTILITY	7,408,878.98	359,960.40	220,905.78	-	7,547,933.60	184,268.34	7,363,665.26
STORM WATER	417,533.61	152,793.48	37,321.45	-	533,005.64	19,174.47	513,831.17
INTERNAL SERVICES	-74,762.23	0.00	57,384.42	-	-132,146.65	11,282.90	-143,429.55
SUBTOTAL	72,477,301.83	4,307,854.74	4,971,271.35	9,839.86	71,823,725.08	801,809.03	71,021,916.05
PETTY CASH	700.00	0.00			700.00		700.00
TOTAL COMB CASH	72,478,001.83	4,307,854.74	4,971,271.35	9,839.86	71,824,425.08	801,809.03	71,022,616.05
EBS- PSF FUNDING	346,858.67	0.00	0.00	-	346,858.67	-	346,858.67
EBS- FLEX FUNDING*	98,346.32	6,437.13	7,777.84	-	97,005.61	-	97,005.61
GRAND TOTAL	72,824,860.50	4,307,854.74	4,971,271.35	9,839.86	72,171,283.75	801,809.03	71,369,474.72

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

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



Finance Manager



Director of Administrative Services/ Treasurer

CITY OF CLIVE
COMBINED CASH INVESTMENT
SEPTEMBER 30, 2025

COMBINED CASH ACCOUNTS

999-10100	CASH	71,440,633.32	
999-10101	PETTY CASH	700.00	
999-10106	EBS- PSF	346,858.67	
999-10110	XPRESS DEPOSIT ACCOUNT	383,091.76	
TOTAL COMBINED CASH			72,171,283.75
TOTAL ALLOCATED CASH			(72,171,283.75)
TOTAL UNALLOCATED CASH			.00

CASH ALLOCATION RECONCILIATION

1	ALLOCATION TO GENERAL FUND	8,808,491.45	
110	ALLOCATION TO ROAD USE TAX	1,997,362.40	
121	ALLOCATION TO LOCAL OPTION SALES TAX	2,015,384.31	
123	ALLOCATION TO TIF FUND	758,272.26	
167	ALLOCATION TO POLICE K9	5,246.86	
168	ALLOCATION TO T & A FUND - BENEFITS & INSUR	2,787,085.16	
169	ALLOCATION TO T & A FUND - LIBRARY	22,620.32	
170	ALLOCATION TO T & A FUND - PUBLIC ART MAINT	21,102.00	
172	ALLOCATION TO PSF- EBS ACCOUNT	346,858.67	
174	ALLOCATION TO T & A FUND - PARK RESERVE	8,011.31	
TOTAL T&A			3,190,924.32
177	ALLOCATION TO FORFEITURES/EQUITABLE SHARING		(592.19)
178	ALLOCATION TO POLICE SEIZURES		30,215.67
200	ALLOCATION TO DEBT SERVICE		1,229,794.25
330	ALLOCATION TO CAP PJTS - TIF PROJECTS	18,263.39	
331	ALLOCATION TO CAP PJTS - AMERICAN RESCUE PLN	2,117.60	
332	ALLOCATION TO CAP PJTS - SOIL QUALITY RES	61,793.81	
334	ALLOCATION TO CAP PJTS-TRAFFIC IMPROVE & SAF	722,317.51	
337	ALLOCATION TO CAP PJTS - PUBLIC SAFETY FACIL	24,839.15	
338	ALLOCATION TO CAP PJTS - PW ROOF AND DOORS	50,785.42	
339	ALLOCATION TO CAP PJTS -NW 86TH LAND ACQ	86,398.85	
340	ALLOCATION TO CAP PJTS- UNIV BLVD FLD MIT PL	2,657.16	
341	ALLOCATION TO CAP PJTS - FLOOD ALERT	38,330.39	
342	ALLOCATION TO CAP PJTS - FLOOD PRONE PROPERT	2,325,352.57	
344	ALLOCATION TO CAP PJTS - 2015 CENSUS	(725.45)	
345	ALLOCATION TO CAP PJTS - EMERALD ISLE DEVEL	367,508.97	
346	ALLOCATION TO CAP PJTS - 2022 HMGP SUBAWARD	506,423.50	
348	ALLOCATION TO CAP PJTS - FLD BUYOUT TEMP PK	192,841.15	
349	ALLOCATION TO CAP PJTS - UNIV BLVD FLD MIT	(140,963.00)	
350	ALLOCATION TO CAP PJTS- CITY FACILITY IMPR	2,811,621.73	
354	ALLOCATION TO CAP PJTS -2025 FIRE ENGINE	854,323.18	
356	ALLOCATION TO CAP PJTS - WEST PET	18,618.91	
357	ALLOCATION TO CAP PJTS - WATER RESOURCE GRTS	8,916.78	
358	ALLOCATION TO CAP PJTS - TREE SALE	9,638.30	
366	ALLOCATION TO CAP PJTS-PORTER SHELTER AREA	209,588.00	
369	ALLOCATION TO CAP PJTS - CAMPBELL REC AREA	31,977.00	
371	ALLOCATION TO CAP PJTS - N NEIGHB PK LAND	66,394.90	
372	ALLOCATION TO CAP PJTS -CANARY PARK DEVELOP	24,199.22	
374	ALLOCATION TO CAP PJTS - GREENBELT LANDING	3,540,230.21	

CITY OF CLIVE
COMBINED CASH INVESTMENT
SEPTEMBER 30, 2025

375	ALLOCATION TO CAP PJTS - GREENBELT MGMT PLAN		137,992.11
381	ALLOCATION TO CAP PJTS -82ND ST TRL PROJ	(	30,568.00)
382	ALLOCATION TO CAP PJTS - 86TH ST IMPL PLAN		40,000.00
387	ALLOCATION TO CAP PJTS - LINNAN PK		4,596,510.32
388	ALLOCATION TO CAP PJTS - INDIAN HILLS PARK		172,626.77
389	ALLOCATION TO CAP PJTS - LITTLE WALNUT CREEK		7,794,249.78
390	ALLOCATION TO CAP PJTS - CIRKSENA PARK	(	19,241.93)
391	ALLOCATION TO CAP PJTS - TRAIL PAVE/PARK CAP		22,638.53
392	ALLOCATION TO CAP PJTS -CITY WIDE SIGN PROG		37,920.83
393	ALLOCATION TO CAP PJTS - WALNUT HILLS STORMW	(	52,890.55)
395	ALLOCATION TO CAP PJTS - HARBACH RECON		110,610.07
396	ALLOCATION TO CAP PJTS - NW 128TH & HICKMAN		881,130.67
399	ALLOCATION TO CAP PJTS - NW161ST/HICKMAN RD	(	484,106.73)
400	ALLOCATION TO CAP PJTS - NW161ST/HICKMAN LP		1,130,844.92
427	ALLOCATION TO CAP PJTS - STORM WATER CAPITAL		432,039.90
428	ALLOCATION TO CAP PJTS - 103RD ST STORM WAT		100,000.00
429	ALLOCATION TO CAP PJTS - SEWER REHAB		228,232.79
430	ALLOCATION TO CAP PJTS - METER/VALVE CHG OUT		65,186.42
433	ALLOCATION TO CAP PJTS - SEWER CAPITAL		348,945.98
435	ALLOCATION TO CAP PJTS - WATER CAPITAL		66,692.50
436	ALLOCATION TO CAP PJTS - UNIV BLVD PUMP STAT		120,932.50
440	ALLOCATION TO CAP PJTS -ALICES RD PH1 (1A)		947,676.31
442	ALLOCATION TO CAP PJTS -ALICES RD PHASE 2		1,211,190.00
445	ALLOCATION TO CAP PJTS -ALICES RD PHASE 5	(	110,074.69)
454	ALLOCATION TO CAP PJTS - NORTH NEIGHBOR IMPR		155,753.98
457	ALLOCATION TO CAP PJTS - N NEIGH ARTERIAL RD		793,256.55
462	ALLOCATION TO CAP PJTS - HICKMAN I-35/80 INT		315,607.67
464	ALLOCATION TO CAP PJTS -ALICES RD IMPROV		4,445,703.33
465	ALLOCATION TO CAP PJTS - NW 142ND ST PAVE RE		115,482.19
468	ALLOCATION TO CAP PJTS - N NEIGHBOR ST LIGHT		2,656.01
471	ALLOCATION TO CAP PJTS - 111TH & HICKMAN INT		93,015.21
476	ALLOCATION TO CAP PJTS - FRANCHISE ST PROJ	(	810,127.61)
480	ALLOCATION TO CAP PJTS - NW 99TH CT RECON		90,359.21
482	ALLOCATION TO CAP PJTS-DEVELOPMENT PLANNING		8,289.65
483	ALLOCATION TO CAP PJTS- AIRPORT TERMINAL		517,260.00
485	ALLOCATION TO CAP PJTS - PUBLIC ART CAPITAL		76,043.78
TOTAL PROJECTS			35,385,287.72
495	ALLOCATION TO SPEC ASSMT-UNIV BLVD PH I,II,	(	15,143.00)
TOTAL SPECIAL ASSESMENTS		(	15,143.00)
600	ALLOCATION TO WATER UTILITY FUND		10,440,837.76
601	ALLOCATION TO WATER UTILITY DEPOSIT FUND		372,968.06
604	ALLOCATION TO WATER IMPROVEMENT FUND		7,988.15
610	ALLOCATION TO SEWER UTILITY FUND		7,547,933.60
740	ALLOCATION TO STORM WATER FUND		533,005.64
810	ALLOCATION TO INTERNAL SERVICE FUND		356,348.35
820	ALLOCATION TO INTERNAL SERVICE FUND	(	488,495.00)
830	ALLOCATION TO PETTY CASH FUND		700.00

CITY OF CLIVE
COMBINED CASH INVESTMENT
SEPTEMBER 30, 2025

TOTAL		18,771,286.56
TOTAL ESCROW ACCOUNT		.00
TOTAL ALLOCATIONS TO OTHER FUNDS		72,171,283.75
ALLOCATION FROM COMBINED CASH FUND - 999-10111	(	72,171,283.75)
ZERO PROOF IF ALLOCATIONS BALANCE		.00



Memo

TO: Mayor and Council members

FROM: Matthew Graham, City Clerk

DATE: October 23, 2025

RE: Approve 10/09/2025 City Council Minutes

SYNOPSIS:

Attachments:

1. cc Minutes 10_09_2025

**CLIVE CITY COUNCIL MEETING MINUTES
REGULAR MEETING
OCTOBER 9, 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, Susan Judkins, Eric Klein, Breanne Hocker. Absent: None. 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 to amend Action Item 6 to be "1st Consideration" and approve the amended agenda, seconded by Ted Weaver. Roll Call: Ayes: Ted Weaver, Michael McCoy, Susan Judkins, Eric Klein, Breanne Hocker. Nays: None. Abstained: None. Motion carried.

Citizens Presentation

William Boots, 12960 Clark Street, addressed the Council regarding a requirement to add multiple gates when constructing a fence on his property, due to an existing overland flowage easement. Council directed staff to research the matter and prepare a report including options for an easement amendment, for their consideration.

Consent Items

Eric Klein moved approval, seconded by Breanne Hocker. Roll Call: Ayes: Ted Weaver, Michael McCoy, Susan Judkins, Eric Klein, Breanne Hocker. Nays: None. Abstained: None. Motion carried. 1. City Manager Memo; 2. Approve 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 2025-289** Approving Change Order #1 - Absolute Group - Forest Ave Water Main Replacement - (-\$73,104.73); 7. **Resolution 2025-290** Approving Change Order #1 - Stapes Concrete & Grading LLC - City Hall Approach Replacement Project - \$800.00; 8. **Resolution 2025-291** 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 & 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 2025-292** Authorizing City Manager to Proceed with Service Two - PFM Group Consulting LLC - Benchmarking Comparison Cities Project - \$18,440.00; 35. **Resolution 2025-293** Approving Dallas County Nuisance Abatement Assessments - Mowing - 3430 NW 169th Street, 18027 Tanglewood Drive, 18013 Tanglewood Drive; 36. **Resolution 2025-294** Approving Polk County Nuisance Abatement Assessments - Mowing - 8624 Summit Drive, 10414 Clark Street; 37. **Resolution 2025-295** Accepting 1st Amendment to Overland Flowage and Private Storm Sewer Easement for Shadow Creek Plat 5, Lot 51 - 17763 Valleyview DR; 38. **Resolution 2025-296** Setting Public Hearing (11/13/2025, 6:00 p.m.) - Zoning Ordinance Amendment Regarding Boarding and Lodging Houses; 39. **Resolution 2025-297** 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.** Public Hearing Notice published 0926/2025 in the Des Moines Register. Senior Planner Amanda Grutzmacher 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 2025-298 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.** 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.
2. **Resolution 2025-299 Approving Membership in the Greater Dallas County Development Alliance.** Assistant City Manager Pete De Kock and Rachel Whacker with the Greater Dallas County Development Alliance presented the matter to the Council and recommended approval. Eric Klein 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.
3. **Resolution 2025-300 Approving Walnut Creek Watershed 5-Year Implementation Plan.** Assistant City Manager Pete De Kock presented the matter to the Council and recommended approval. Susan Judkins moved approval, seconded by Michael McCoy. Roll Call: Ayes: Ted Weaver, Michael McCoy, Susan Judkins, Eric Klein, Breanne Hocker. Nays: None. Abstained: None. Motion carried.
4. **Resolution 2025-301 Approving the Clive 2025-2030 Strategic Plan.** Assistant City Manager Pete De Kock presented the matter to the Council and recommended approval. Ted Weaver moved approval, seconded by Eric Klein. Roll Call: Ayes: Ted Weaver, Michael McCoy, Susan Judkins, Eric Klein, Breanne Hocker. Nays: None. Abstained: None. Motion carried.

5. **Resolution 2025-302 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.** Director of Administrative Services Elizabeth Hansen presented the matter to the Council and recommended approval. Eric Klein moved approval, seconded by Breanne Hocker. Roll Call: Ayes: Ted Weaver, Michael McCoy, Susan Judkins, Eric Klein, Breanne Hocker. Nays: None. Abstained: None. Motion carried.
6. **2nd 1st Consideration of No. Ordinance 1172 - Amend Provisions of Title 10 Building Regulations of the City of Clive Regarding: Chapter 12 (Rental Housing Code).** Construction Services Administrator Ryan Mayer presented the matter to the Council and recommended approval. City Attorney Kristina Stanger explained to Council that the need to amend this item to be a first reading is due to the changes that have been made since the prior reading. 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.
7. **3rd 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. Eric Klein moved approval, seconded by Susan Judkins. Roll Call: Ayes: Ted Weaver, Michael McCoy, Susan Judkins, Eric Klein, Breanne Hocker. Nays: None. Abstained: None. Motion carried.
Mayor Edwards declared Ordinance 1166 enacted.
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.** Senior Planner Amanda Grutzmacher presented the matter to the Council and recommended approval. Ted Weaver moved approval, seconded by Eric Klein. Roll Call: Ayes: Ted Weaver, Michael McCoy, Susan Judkins, Eric Klein, Breanne Hocker. Nays: None. Abstained: None. Motion carried.
Mayor Edwards declared Ordinance 1171 enacted.
9. **3rd 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. Ted Weaver moved approval, seconded by Michael McCoy. Roll Call: Ayes: Ted Weaver, Michael McCoy, Susan Judkins, Eric Klein, Breanne Hocker. Nays: None. Abstained: None. Motion carried.
Mayor Edwards declared Ordinance 1167 enacted.
10. **3rd Consideration of Proposed Ordinance 1168 Cigarette & Tobacco Sales.** City Clerk Matthew Graham presented the matter to the Council and recommended approval. Ted Weaver moved approval, seconded by Michael McCoy. Roll Call: Ayes: Ted Weaver, Michael McCoy, Susan Judkins, Eric Klein, Breanne Hocker. Nays: None. Abstained: None. Motion carried.
Mayor Edwards declared Ordinance 1168 enacted.
11. **3rd Consideration of Proposed Ordinance 1169 Public Hearing Requirements.** City Clerk Matthew Graham presented the matter to the Council and recommended approval. Ted Weaver moved approval, seconded by Eric Klein. Roll Call: Ayes: Ted Weaver, Michael McCoy, Susan Judkins, Eric Klein, Breanne Hocker. Nays: None. Abstained: None. Motion carried.
Mayor Edwards declared Ordinance 1169 enacted.
12. **3rd Consideration of Proposed Ordinance 1170 Service Animal Misrepresentation.** City Clerk Matthew Graham presented the matter to the Council and recommended approval. Ted Weaver moved approval, seconded by Eric Klein. Roll Call: Ayes: Ted

Weaver, Michael McCoy, Susan Judkins, Eric Klein, Breanne Hocker. Nays: None.
Abstained: None. Motion carried.

Mayor Edwards declared Ordinance 1170 enacted.

Reports

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

The meeting was adjourned at 6:51 p.m.

Matthew D. Graham, City Clerk

John D. Edwards, Mayor



Memo

TO: Mayor and Council members

FROM: Matthew Graham, City Clerk

DATE: October 23, 2025

RE: Bill List

SYNOPSIS:

Attachments:

1. 2855_001

Date Paid	Vendor Name	Description	Amount Paid
10/09/2025	ABSOLUTE GROUP	GREENBELT LANDING PAY REQ 4	27,146.25
10/09/2025	ABSOLUTE GROUP	FOREST AVE WATER MAIN PAY REQ 4	11,023.71
10/20/2025	ACCURO SOLUTIONS, LLC	411 MED CLAIM ADMIN	178.89
10/20/2025	ACCURO SOLUTIONS, LLC	411 MED CLAIM ADMIN	87.37
10/20/2025	ACME TOOLS	TRAFFIC SUPPLIES	52.96
10/17/2025	AFLAC	CURRENT PAY WITHHOLDING AFLAC PRE TAX Pay Period: 10/11/2025	91.32
10/09/2025	AIR-CON MECHANICAL CORP	GREENBELT LANDING CONSTRUCT PRJCT PAY REQ 11	25,558.94
10/20/2025	ALEXANDRA DIERSEN	REFUND DEPOSIT	31.05
10/20/2025	ALLENDER BUTZKE ENGINEERS INC	LINNAN PARK CONSTRUCTION FOUNDATION EXCAVATION OBSERVATION	413.68
10/20/2025	AMAZON CAPITAL SERVICES	OFFICE SUPPLIES	131.67
10/20/2025	AMAZON CAPITAL SERVICES	REFUND	246.99-
10/20/2025	AMAZON CAPITAL SERVICES	DUPLICATE DESK KEYS	39.55
10/20/2025	AMAZON CAPITAL SERVICES	OFFICE SUPPLIES	77.99
10/20/2025	AMAZON CAPITAL SERVICES	MINOR EQUIPMENT	159.99
10/20/2025	AMAZON CAPITAL SERVICES	TRAFFIC SUPPLIES	34.81
10/20/2025	AMAZON CAPITAL SERVICES	HARBACH REC VACUUM	325.64
10/20/2025	AMAZON CAPITAL SERVICES	HADENFELDT UNIFORM ALLOWANCE	135.00
10/20/2025	AMAZON CAPITAL SERVICES	RETURN	141.36-
10/20/2025	AMAZON CAPITAL SERVICES	HARBACH PING PONG SUPPLIES	58.44
10/20/2025	AMAZON CAPITAL SERVICES	HARDWARE	35.39
10/20/2025	AMAZON CAPITAL SERVICES	OFFICE SUPPLIES	136.21
10/20/2025	AMAZON CAPITAL SERVICES	HARBACH CLEANING WIPES	141.36
10/20/2025	AMAZON CAPITAL SERVICES	RETURN	16.87-
10/20/2025	AMAZON CAPITAL SERVICES	HARBACH RUG AND VACUUM BAGS	263.86
10/20/2025	AMAZON CAPITAL SERVICES	FILTERS	14.99
10/20/2025	AMAZON CAPITAL SERVICES	SHOP TOOLS	77.98
10/20/2025	AMAZON CAPITAL SERVICES	SDS SHELF BRACKET	15.99
10/20/2025	AMAZON CAPITAL SERVICES	TOOL REPLACEMENT	45.81
10/20/2025	AMAZON CAPITAL SERVICES	CHEMICAL GLOVES	129.99
10/20/2025	AMAZON CAPITAL SERVICES	OFFICE SHELVING	75.60
10/20/2025	AMAZON CAPITAL SERVICES	UNIFORM ALLOWANCE - DELKER	118.17
10/20/2025	AMAZON CAPITAL SERVICES	HARBACH RUG AND CLEANING SUPPLIES	310.63
10/20/2025	AMAZON CAPITAL SERVICES	JET TRUCK PARTS	40.99
10/20/2025	AMAZON CAPITAL SERVICES	PARTS	70.68
10/20/2025	AMAZON CAPITAL SERVICES	CAMPBELL CONCESSIONS	43.35
10/17/2025	AMERITAS LIFE INSURANCE GRP- VISION	CURRENT PAY WITHHOLDING VISION INSURANCE Pay Period: 10/11/2025	544.44
10/20/2025	ARNOLD MOTOR SUPPLY	VEHICLE MAINT	32.94
10/20/2025	ARNOLD MOTOR SUPPLY	FILTERS	23.32
10/20/2025	ARNOLD MOTOR SUPPLY	VEHICLE MAINT	16.19
10/20/2025	ARNOLD MOTOR SUPPLY	#741 REPAIR	85.73
10/20/2025	ARNOLD MOTOR SUPPLY	PARTS	22.49
10/20/2025	ARNOLD MOTOR SUPPLY	DUMP TRUCK STOCK	44.98
10/20/2025	ARNOLD MOTOR SUPPLY	PARTS	275.28
10/20/2025	ASCENDANCE TRUCKS MIDWEST, LLC	NEW TRUCK #724	206,941.00
10/20/2025	AUREON COMMUNICATIONS	INTERNET CH	787.50
10/20/2025	AUSTIN PETERS GROUP	R&R PROJECT - 2025	5,983.86
10/20/2025	BAKER & TAYLOR BOOKS	ADULT BOOKS	17.10
10/20/2025	BAKER GROUP	SPECIAL EVENTS BLDG SECURITY EQUIPMENT	1,500.00
10/20/2025	BAX SALES INC	SHOP SUPPLIES	166.83
10/20/2025	BAX SALES INC	PARTS	23.62
10/20/2025	BEFORE AND AFTER THE BIRTH LLC	MISC CONTRACT WORK-CHILDREN	70.00
10/20/2025	BEFORE AND AFTER THE BIRTH LLC	MISC CONTRACT WORK-CHILDREN	350.00
10/20/2025	BLANK PARK ZOO	FSS TRIP	125.00
10/20/2025	BOUND TREE MEDICAL LLC	EMS MEDICAL SUPPLIES	274.44
10/20/2025	BROWDALE PROPERTIES INC	REFUND DEPOSIT	61.38
10/09/2025	BURKETT CONSTRUCTION	LINNAN PK CONSTRUCTION PAY REQ 2	155,467.50
10/20/2025	BUSINESS LETTER, THE	BUSINESS CARDS - KLEIN	72.20
10/20/2025	BUSINESS LETTER, THE	BUSINESS CARD SHELLS	72.20

Date Paid	Vendor Name	Description	Amount Paid
10/09/2025	CALIBER CONCRETE LLC	2025 NW 138TH HMA PAY REQ 6	17,962.90
10/09/2025	CALIBER CONCRETE LLC	LINNAN PARK CONSTRUCTION PAY REQ1	82,222.50
10/20/2025	CAPITAL CITY EQUIPMENT CO	BRUSH MOWER ROTORY CUTTER	6,199.00
10/20/2025	CAPITAL CITY EQUIPMENT CO	78TH ST PARK PRAIRIE SEEDING EQUIPMENT	2,521.00
10/20/2025	CAPITAL CITY EQUIPMENT CO	EQUIPMENT SERVICE	149.90
10/20/2025	CASELLE LLC	FINANCIAL SOFTWARE MAINT	12,420.00
10/20/2025	CASELLE LLC	FINANCIAL SOFTWARE	4,800.00
10/20/2025	CENGAGE LEARNING INC / GALE	ADULT LIBRARY BOOKS	106.56
10/09/2025	CENTRAL IOWA MECHANICAL	GREENBELT LANDING CONSTRUCT PJCT PAY REQ 12	4,560.00
10/20/2025	CENTRAL IOWA OFFICIALS LLC	YOUTH BB OFFICIALS PREPAY - FALL 2025	16,000.00
10/20/2025	CENTRAL IOWA READY MIX	CONCRETE	1,163.50
10/20/2025	CENTRAL IOWA READY MIX	CONCRETE	801.25
10/20/2025	CENTRAL IOWA READY MIX	CONCRETE	539.88
10/20/2025	CENTRAL IOWA READY MIX	CONCRETE	2,068.00
10/20/2025	CINTAS CORPORATION #22M	PARKS LAUNDRY & UNIFORM SERVICE	514.46
10/20/2025	CINTAS CORPORATION #22M	PARKS LAUNDRY & UNIFORM SERVICE	514.46
10/20/2025	CINTAS CORPORATION #22M	PARKS LAUNDRY & UNIFORM SERVICE	514.46
10/20/2025	CITY OF DES MOINES	CONTRACT HAULING	50.11
10/20/2025	CITY OF DES MOINES	WRA - OCT 25	182,381.50
10/20/2025	CITY OF WEST DES MOINES	WESTCOM FY25 TRUE UP	18,809.67
10/17/2025	CLIVE COMMUNITY SERVICES	CURRENT PAY WITHHOLDING CLIVE COMM SERVICES Pay Period: 10/11/20	37.20
10/20/2025	CLOUDPOINT GEOSPATIAL, INC	PROFESSIONAL FEES	10,080.00
10/20/2025	CODY MCGINN	REFUND DEPOSIT	83.94
10/17/2025	COLLECTION SERVICES CENTER	CURRENT PAY WITHHOLDING CHILD SUPPORT Pay Period: 10/11/2025	1,775.96
10/20/2025	COMMERCE BANK	EQUIPMENT__ANNIS	90.00
10/20/2025	COMMERCE BANK	TRAINING__ANNIS	80.00
10/20/2025	COMMERCE BANK	SUPPLIES__BELIEU	33.74
10/20/2025	COMMERCE BANK	FACEBOOK MARKETING__BELIEU	165.75
10/20/2025	COMMERCE BANK	LIBRARY MAINT__BOSTON	49.96
10/20/2025	COMMERCE BANK	TRAINING__DE KOCK	1,795.50
10/20/2025	COMMERCE BANK	MEETING EXPENSE__DE KOCK	354.79
10/20/2025	COMMERCE BANK	TRAINING__EASTMAN	150.00
10/20/2025	COMMERCE BANK	OFFICE SUPPLIES__EASTMAN	438.99
10/20/2025	COMMERCE BANK	SUSTENANCE__EASTMAN	30.07
10/20/2025	COMMERCE BANK	SAMS MEMBERSHIP__EASTMAN	50.00
10/20/2025	COMMERCE BANK	SAMS MEMBERSHIP__EASTMAN	45.00
10/20/2025	COMMERCE BANK	SAMS MEMBERSHIP__EASTMAN	45.00
10/20/2025	COMMERCE BANK	SAMS MEMBERSHIP__EASTMAN	45.00
10/20/2025	COMMERCE BANK	SAMS MEMBERSHIP__EASTMAN	45.00
10/20/2025	COMMERCE BANK	SAMS MEMBERSHIP__EASTMAN	45.00
10/20/2025	COMMERCE BANK	CERTIFICATION RENEWAL REFUND__FARLOW	51.00-
10/20/2025	COMMERCE BANK	MEETING EXPENSE__FREESTONE	25.66
10/20/2025	COMMERCE BANK	PUBLIC RELATIONS__GARCIA	14.99
10/20/2025	COMMERCE BANK	CONTRACT WORK__GARCIA	110.20
10/20/2025	COMMERCE BANK	SUBSCRIPTION__GIBBS	107.99
10/20/2025	COMMERCE BANK	SUPPLIES__GIBBS	574.07
10/20/2025	COMMERCE BANK	IPRA WORKSHOP__GIBBS	175.00
10/20/2025	COMMERCE BANK	CAMPBELL CONCESSIONS__GIBBS	1,681.67
10/20/2025	COMMERCE BANK	CENSUS OFFICE RENT__GRAHAM	3,089.70
10/20/2025	COMMERCE BANK	RECORDING FEES__GRAHAM	91.51
10/20/2025	COMMERCE BANK	AI SUBSCRIPTION__GRAHAM	21.40
10/20/2025	COMMERCE BANK	GCMOA MEETING__GRAHAM	17.50
10/20/2025	COMMERCE BANK	CDL TRAINING__GRANT	1,570.00
10/20/2025	COMMERCE BANK	APA CONFERENCE EXPENSE__GRUTZMACHER	300.00
10/20/2025	COMMERCE BANK	MEETING EXPENSE__HANSEN	87.51
10/20/2025	COMMERCE BANK	MAINT CONTRACTS__HARKEN	1,936.86
10/20/2025	COMMERCE BANK	SUBSCRIPTION__HERZOG	75.00
10/20/2025	COMMERCE BANK	CONFERENCE EXPENSE__HERZOG	722.18

Date Paid	Vendor Name	Description	Amount Paid
10/20/2025	COMMERCE BANK	TRAINING__ JAMES	32.29
10/20/2025	COMMERCE BANK	CONFERENCE EXPENSE__ JOLLEY	207.69
10/20/2025	COMMERCE BANK	VEHICLE REPAIR__ KALLEM	24.59
10/20/2025	COMMERCE BANK	MARKETING__ KELLER	53.45
10/20/2025	COMMERCE BANK	DATA PROCESSING__ KELLER	105.93
10/20/2025	COMMERCE BANK	YOUTH PROGRAM SUPPLIES__ KELLER	11.76
10/20/2025	COMMERCE BANK	OFFICE SUPPLIES__ KELLER	128.58
10/20/2025	COMMERCE BANK	TRAINING__ KELLER	650.00
10/20/2025	COMMERCE BANK	TRAINING__ LASS	150.00
10/20/2025	COMMERCE BANK	CAR WASH__ LASS	12.00
10/20/2025	COMMERCE BANK	CONFERENCE EXPENSE__ LASS	75.00
10/20/2025	COMMERCE BANK	PRINTING__ LUCAS	912.13
10/20/2025	COMMERCE BANK	ADVERTISING__ LUCAS	315.00
10/20/2025	COMMERCE BANK	CONFERENCE EXPENSE__ LUCAS	687.33
10/20/2025	COMMERCE BANK	CONFERENCE EXPENSE__ LUCAS	314.42
10/20/2025	COMMERCE BANK	TRAINING__ MAYER	150.00
10/20/2025	COMMERCE BANK	EMPLOYEE APPRECIATION EVENT__ MEASE	24.91
10/20/2025	COMMERCE BANK	SUSTENANCE__ MEASE	37.96
10/20/2025	COMMERCE BANK	MEETING EXPENSE__ MEASE	19.98
10/20/2025	COMMERCE BANK	MEETING EXPENSE__ MEASE	17.36
10/20/2025	COMMERCE BANK	SUPPLIES__ MERTENS	47.93
10/20/2025	COMMERCE BANK	CONFERENCE EXPENSE__ MILLER	958.95
10/20/2025	COMMERCE BANK	ADULT LIBRARY BOOKS__ NELSON	1,406.30
10/20/2025	COMMERCE BANK	LIBRARY MEDIA__ NELSON	397.12
10/20/2025	COMMERCE BANK	OFFICE SUPPLIES__ NELSON	269.42
10/20/2025	COMMERCE BANK	YOUTH PROGRAM SUPPLIES__ NELSON	7.99
10/20/2025	COMMERCE BANK	ADULT PROGRAM SUPPLIES__ NELSON	2.00
10/20/2025	COMMERCE BANK	ADULT LIBRARY BOOKS__ NELSON	99.80
10/20/2025	COMMERCE BANK	LIBRARY MEDIA__ NELSON	76.68
10/20/2025	COMMERCE BANK	OFFICE SUPPLIES__ NELSON	61.84
10/20/2025	COMMERCE BANK	CONFERENCE EXPENSE__ NELSON	916.33
10/20/2025	COMMERCE BANK	PRINTING__ NELSON	60.96
10/20/2025	COMMERCE BANK	ADULT PROGRAM SUPPLIES__ NELSON	1.99
10/20/2025	COMMERCE BANK	CHILDREN BOOKS__ NELSON	44.74
10/20/2025	COMMERCE BANK	FB CENCUS JOB POSTING__ NISIC	104.55
10/20/2025	COMMERCE BANK	TRAINING__ NIXON	150.00
10/20/2025	COMMERCE BANK	TRAINING__ NUSS	775.00
10/20/2025	COMMERCE BANK	MEMBERSHIP__ OLLENDIKE	264.00
10/20/2025	COMMERCE BANK	CONFERENCE EXPENSE__ PHELPS	206.91
10/20/2025	COMMERCE BANK	SUPPLIES__ PHELPS	24.15
10/20/2025	COMMERCE BANK	APA CONFERENCE__ PURVIS	563.00
10/20/2025	COMMERCE BANK	TRAINING__ RAMSEY	225.00
10/20/2025	COMMERCE BANK	SUSTENANCE__ RAMSEY	49.94
10/20/2025	COMMERCE BANK	TRAINING__ REHBERG	70.00
10/20/2025	COMMERCE BANK	UNIFORM ALLOWANCE__ REHBERG	314.49
10/20/2025	COMMERCE BANK	SUPPLIES__ RIVERA	108.11
10/20/2025	COMMERCE BANK	TREES__ RUNKEL	485.00
10/20/2025	COMMERCE BANK	SUPPLIES__ SALTMARSH	1.87
10/20/2025	COMMERCE BANK	EQUIPMENT MAINT__ SALTMARSH	187.19
10/20/2025	COMMERCE BANK	TRAINING__ SALTMARSH	125.00
10/20/2025	COMMERCE BANK	POSTAGE__ SALTMARSH	37.55
10/20/2025	COMMERCE BANK	CHILDREN BOOKS__ SHALON-DEUR	69.81
10/20/2025	COMMERCE BANK	CONFERENCE EXPENSE__ SHALON-DEUR	689.76
10/20/2025	COMMERCE BANK	YOUTH PROGRAM SUPPLIES__ SHALON-DEUR	91.69
10/20/2025	COMMERCE BANK	YOUTH PROGRAM SUPPLIES__ SHALON-DEUR	89.34
10/20/2025	COMMERCE BANK	EQUIPMENT__ SNOBERGER	1,348.43
10/20/2025	COMMERCE BANK	EMPLOYEE APPRECIATION EVENT__ SNOBERGER	37.97
10/20/2025	COMMERCE BANK	SUSTENANCE__ SNOBERGER	68.52

Date Paid	Vendor Name	Description	Amount Paid
10/20/2025	COMMERCE BANK	VEHICLE MAINT__ SOMSKY	209.66
10/20/2025	COMMERCE BANK	VEHICLE REPAIR__ SOMSKY	525.00
10/20/2025	COMMERCE BANK	CONFERENCE EXPENSE__ THIELEN	232.50
10/20/2025	COMMERCE BANK	CONFERENCE EXPENSE__ VANDEBERG	192.79
10/20/2025	COMMERCE BANK	CONFERENCE EXPENSE__ VENTO	458.48
10/20/2025	COMMERCE BANK	PRINTING__ WELLING	52.00
10/20/2025	COMMERCE BANK	IMFOA MEMBERSHIP__ WIRTH	50.00
10/20/2025	COMMERCE BANK	TRAINING__ WIRTH	159.93
10/09/2025	CONCRETE COMPANY	2025 RES PCC PAVEMENT REHAB PAY REQ 1	130,873.42
10/09/2025	CONCRETE TECHNOLOGIES INC	ALICE RD RECON PAY REQ 7	264,862.67
10/09/2025	CONFLUENCE	UNIVERSITY BLVD FLOOD MIT PAY REQ 11	9,450.00
10/20/2025	CONSENSUS CLOUD SOLUTIONS, LLC	HOSTED FAX	92.97
10/20/2025	COPY SYSTEMS	POSTAGE METER MAINT	180.00
10/20/2025	CORE & MAIN LP	BERKSHIRE/BOSTON WATER MAIN BAND REPAIR	792.39
10/20/2025	CORE & MAIN LP	WATER MAIN REPAIR CLAMP	1,518.45
10/20/2025	CORE & MAIN LP	PARTS	63.29
10/20/2025	CORELL CONTRACTOR INC	ASPHALT	750.20
10/20/2025	CORVEL-CORPORATE	411 CASE MANAGEMENT	1,116.95
10/09/2025	COUNTRY LANDSCAPES INC	GREENBELT LANDING CONSTRUCT PRJCT PAY REQ 6	35,031.88
10/20/2025	COURTNEY & DAVID MARKS	REFUND OVERPAYMENT	314.63
10/20/2025	CROWN TROPHY	CAC STAFF OF THE YEAR PLAQUES	158.20
10/09/2025	CUNNINGHAM INC	CH REMODEL PHASE 2 PAY REQ 1	21,141.15
10/09/2025	DAHL HEATING & AIR CONDITIONING	CH/LIB RENOVATION PAY REQ 7	1,085.85
10/20/2025	DALLAS COUNTY EXTENSION	PESTICIDE TRAINING	405.00
10/20/2025	DELL MARKETING LP	MONITOR REPLACEMENTS	709.96
10/20/2025	DELL MARKETING LP	SERVER MAINT RENEWAL	5,313.34
10/20/2025	DES MOINES CHILDREN'S MUSEUM	DATA PROCESSING-ADVENTURE PASS	200.00
10/20/2025	DES MOINES WATER WORKS	WATER PURCHASE SEPT/OCT	215,028.82
10/09/2025	DEVRIES ELECTRIC	CH/LIB RENOVATION PAY REQ 7	16,138.48
10/20/2025	DITCH WITCH OF MINNESOTA/IOWA	TV TRUCK COUNTER REPAIR	663.71
09/30/2025	EBS	Medical / Dental Ins -Sept	14,733.85
09/30/2025	EBS	Medical / Dental Ins -Sept	31,420.23
09/30/2025	EBS	Medical / Dental Ins -Sept	6,578.76
09/30/2025	EBS	Medical / Dental Ins -Sept	15,326.46
09/30/2025	EBS	Medical / Dental Ins -Sept	4,857.35
09/30/2025	EBS	Medical / Dental Ins -Sept	5,753.86
09/30/2025	EBS	Medical / Dental Ins -Sept	6,130.21
09/30/2025	EBS	Medical / Dental Ins -Sept	11,223.26
09/30/2025	EBS	Medical / Dental Ins -Sept	4,111.26
09/30/2025	EBS	Medical / Dental Ins -Sept	661.77
09/30/2025	EBS	Medical / Dental Ins -Sept	3,744.85
09/30/2025	EBS	Medical / Dental Ins -Sept	3,840.78
09/30/2025	EBS	Medical / Dental Ins -Sept	1,602.08
09/30/2025	EBS	Medical / Dental Ins -Sept	2,483.06
09/30/2025	EBS	Medical / Dental Ins -Sept	1,340.78
09/30/2025	EBS	Medical / Dental Ins -Sept	9,774.71
09/30/2025	EBS	Medical / Dental Ins -Sept	1,611.88
09/30/2025	EBS	Medical / Dental Ins -Sept	15,530.83
09/30/2025	EBS	Medical / Dental Ins -Sept	4,744.08
09/30/2025	EBS	Medical / Dental Ins -Sept	6,932.46
09/30/2025	EBS	Medical / Dental Ins -Sept	5,913.57
09/30/2025	EBS	Medical / Dental Ins -Sept	3,052.49
09/30/2025	EBS	Vision Ins - Sept	102.08
09/30/2025	EBS	Vision Ins - Sept	292.36
09/30/2025	EBS	Vision Ins - Sept	50.11
09/30/2025	EBS	Vision Ins - Sept	135.49
09/30/2025	EBS	Vision Ins - Sept	37.12
09/30/2025	EBS	Vision Ins - Sept	64.96

Date Paid	Vendor Name	Description	Amount Paid
09/30/2025	EBS	Vision Ins - Sept	49.49
09/30/2025	EBS	Vision Ins - Sept	86.61
09/30/2025	EBS	Vision Ins - Sept	30.93
09/30/2025	EBS	Vision Ins - Sept	9.28
09/30/2025	EBS	Vision Ins - Sept	27.84
09/30/2025	EBS	Vision Ins - Sept	37.12
09/30/2025	EBS	Vision Ins - Sept	9.28
09/30/2025	EBS	Vision Ins - Sept	27.84
09/30/2025	EBS	Vision Ins - Sept	18.56
09/30/2025	EBS	Vision Ins - Sept	64.96
09/30/2025	EBS	Vision Ins - Sept	18.56
09/30/2025	EBS	Vision Ins - Sept	148.64
09/30/2025	EBS	Vision Ins - Sept	27.84
09/30/2025	EBS	Vision Ins - Sept	46.40
09/30/2025	EBS	Vision Ins - Sept	37.12
09/30/2025	EBS	Vision Ins - Sept	55.68
09/30/2025	EBS	Life, LTD, AD&D Ins - Sept	272.14
09/30/2025	EBS	Life, LTD, AD&D Ins - Sept	1,077.22
09/30/2025	EBS	Life, LTD, AD&D Ins - Sept	77.34
09/30/2025	EBS	Life, LTD, AD&D Ins - Sept	183.88
09/30/2025	EBS	Life, LTD, AD&D Ins - Sept	170.03
09/30/2025	EBS	Life, LTD, AD&D Ins - Sept	282.95
09/30/2025	EBS	Life, LTD, AD&D Ins - Sept	185.13
09/30/2025	EBS	Life, LTD, AD&D Ins - Sept	304.65
09/30/2025	EBS	Life, LTD, AD&D Ins - Sept	111.22
09/30/2025	EBS	Life, LTD, AD&D Ins - Sept	33.16
09/30/2025	EBS	Life, LTD, AD&D Ins - Sept	117.84
09/30/2025	EBS	Life, LTD, AD&D Ins - Sept	178.04
09/30/2025	EBS	Life, LTD, AD&D Ins - Sept	35.77
09/30/2025	EBS	Life, LTD, AD&D Ins - Sept	177.41
09/30/2025	EBS	Life, LTD, AD&D Ins - Sept	59.36
09/30/2025	EBS	Life, LTD, AD&D Ins - Sept	241.09
09/30/2025	EBS	Life, LTD, AD&D Ins - Sept	57.05
09/30/2025	EBS	Life, LTD, AD&D Ins - Sept	2.98
09/30/2025	EBS	Life, LTD, AD&D Ins - Sept	142.36
09/30/2025	EBS	Life, LTD, AD&D Ins - Sept	155.38
09/30/2025	EBS	Life, LTD, AD&D Ins - Sept	128.80
09/30/2025	EBS	Life, LTD, AD&D Ins - Sept	157.91
09/30/2025	EBS	Flex Admin - Sept	13.80
09/30/2025	EBS	Flex Admin - Sept	41.40
09/30/2025	EBS	Flex Admin - Sept	9.20
09/30/2025	EBS	Flex Admin - Sept	18.40
09/30/2025	EBS	Flex Admin - Sept	4.60
09/30/2025	EBS	Flex Admin - Sept	4.60
09/30/2025	EBS	Flex Admin - Sept	13.80
09/30/2025	EBS	Flex Admin - Sept	4.60
09/30/2025	EBS	Flex Admin - Sept	9.20
09/30/2025	EBS	Flex Admin - Sept	4.60
09/30/2025	EBS	Flex Admin - Sept	13.80
09/30/2025	EBS	Flex Admin - Sept	4.60
09/30/2025	EBS	Flex Admin - Sept	27.60
09/30/2025	EBS	Flex Admin - Sept	13.80
09/30/2025	EBS	Flex Admin - Sept	4.60
09/30/2025	EBS	Cobra Admin	150.09
09/30/2025	EBS	FLEX FUNDS	7,777.84
10/17/2025	EBS	MEDICAL WITHHOLDING DENTAL INSURANCE - DELTA (EBS) Pay Period: 10/	2,223.20
10/17/2025	EBS	MEDICAL WITHHOLDING MED W 750 FAMILY EXEMPT Pay Period: 10/11/202	7,788.21
10/17/2025	EBS	MEDICAL WITHHOLDING MED W 750 EMPE + 1 EXEMPT Pay Period: 10/11/2	2,090.41

Date Paid	Vendor Name	Description	Amount Paid
10/17/2025	EBS	MEDICAL WITHHOLDING MED W 750 SINGLE EXEMPT Pay Period: 10/11/202	871.75
10/17/2025	EBS	MEDICAL WITHHOLDING MED - HDHP FAMILY Pay Period: 10/11/2025	1,417.66
10/17/2025	EBS	MEDICAL WITHHOLDING MED-HDHP EMPL +1 Pay Period: 10/11/2025	205.20
10/17/2025	EBS	MEDICAL WITHHOLDING MED HDHP SINGLE Pay Period: 10/11/2025	529.92
10/17/2025	EFTPS	FWT/FICA/MEDICARE CURRENT PAY FEDERAL WITHHOLDING TAX Pay Peri	51,416.27
10/17/2025	EFTPS	FWT/FICA/MEDICARE CURRENT PAY SOCIAL SECURITY Pay Period: 10/11/2	31,703.67
10/17/2025	EFTPS	FWT/FICA/MEDICARE CURRENT PAY SOCIAL SECURITY Pay Period: 10/11/2	31,703.67
10/17/2025	EFTPS	FWT/FICA/MEDICARE CURRENT PAY MEDICARE Pay Period: 10/11/2025	7,554.73
10/17/2025	EFTPS	FWT/FICA/MEDICARE CURRENT PAY MEDICARE Pay Period: 10/11/2025	7,554.73
10/20/2025	EIDE BAILLY LLP	ANNUAL AUDIT	25,000.00
10/20/2025	EMS MANAGEMENT & CONSULTANTS INC	SEPTEMBER 2025 EMS BILLING FEE	1,721.81
10/20/2025	FABIAN RUIZ	PROFESSIONAL FEES-INTERPRETER	70.00
10/20/2025	FABIAN RUIZ	PROFESSIONAL FEES - INTERPRETER	70.00
10/20/2025	FACTORY MOTOR PARTS	DEF FOR DIESEL	358.00
10/20/2025	FASTENAL COMPANY	BLUE PAINT	303.00
10/20/2025	FASTENAL COMPANY	GREEN PAINT	273.08
10/20/2025	FASTSIGNS	PARK SIGNS	170.71
10/20/2025	FERGUSON ENTERPRISES INC	FLOAT SWITCH FOR SUMP PUMP	70.77
10/20/2025	FERRELLGAS	FORK LIFT FUEL	198.55
10/20/2025	FIRE SERVICE TRAINING BUREAU	FF2 WRITTEN TEST - PARMELEE	50.00
10/20/2025	FIRST RESPONDER SUPPLY, LLC	UNIFORM ALLOW - M. REHBERG	94.99
10/20/2025	FREEDOM FIRST AID & SAFETY LLC	SAFETY EQUIPMENT	12.54
10/20/2025	FREEDOM FIRST AID & SAFETY LLC	SAFETY EQUIPMENT	12.55
10/20/2025	FREEDOM FIRST AID & SAFETY LLC	SAFETY EQUIPMENT	12.55
10/20/2025	FREEDOM FIRST AID & SAFETY LLC	SAFETY EQUIPMENT	12.55
10/20/2025	FREEDOM FIRST AID & SAFETY LLC	FIRST AID SUPPLIES	141.60
10/20/2025	GANNETT IOWA LOCALIQ	MINUTES	853.20
10/20/2025	GANNETT IOWA LOCALIQ	PH NOTICE	136.64
10/20/2025	GANNETT IOWA LOCALIQ	LEGAL PUB	31.12
10/20/2025	GANNETT IOWA LOCALIQ	LEGAL PUB	37.52
10/20/2025	GANNETT IOWA LOCALIQ	ORDINANCE	35.65
10/20/2025	GENERAL TRAFFIC CONTROLS INC	128TH/WOODLANDS INTERSECTION DETECTION REPLACEMENT	26,450.00
10/20/2025	GENERAL TRAFFIC CONTROLS INC	SIGN INSTALL PARTS	951.00
10/20/2025	GENERAL TRAFFIC CONTROLS INC	CONNECTORS FOR CAMERA REPAIRS	676.00
10/20/2025	GOLDEN VALLEY HARDSCAPES LLC	PLAYGROUND MULCH	2,065.50
10/20/2025	GOLDEN VALLEY HARDSCAPES LLC	PLAYGROUND MULCH	2,065.50
10/20/2025	GRAINGER	CORKBOARD FOR ENGINEERING CONFERENCE ROOM	360.06
10/20/2025	GTR DM CONVENTION & VISITORS B	HOTEL MOTEL SEPT 25	26,145.59
10/09/2025	HANSEN COMPANY	LINNAN PARK PJCT PAY REQ 3	40,986.04
10/17/2025	ICMA	LOAN REPAYMENT LOAN REPAYMENT Pay Period: 10/11/2025	734.20
10/17/2025	ICMA RETIREMENT CORP.#457	CURRENT PAY WITHHOLDING ICMA CITY OUT DEF COMP - Pay Period: 10/1	7,509.39
10/17/2025	ICMA RETIREMENT CORP.#457	CURRENT PAY WITHHOLDING ICMA -DEF COMP Pay Period: 10/11/2025	13,036.43
10/17/2025	ICMA RETIREMENT CORP.#457	CURRENT PAY WITHHOLDING ICMA ROTH DEF COMP Pay Period: 10/11/202	10,674.38
10/20/2025	IMAGE SOLUTIONS	LOGOED APPAREL CH	279.00
10/20/2025	IMAGE SOLUTIONS	LOGOED APPAREL HR	141.00
10/20/2025	IMAGE SOLUTIONS	LOGOED APPAREL FD	312.50
10/20/2025	IMAGE SOLUTIONS	LOGOED-APPAREL PD	360.50
10/20/2025	IMAGE SOLUTIONS	LOGOED APPAREL LIBRARY	697.50
10/20/2025	IMAGE SOLUTIONS	LOGOED APPAREL CODE	153.50
10/20/2025	IMAGE SOLUTIONS	LOGOED APPAREL BLDG	258.50
10/20/2025	IMAGE SOLUTIONS	LOGOED APPAREL PZ	69.95
10/20/2025	IMAGE SOLUTIONS	LOGOED APPAREL CMO	287.75
10/20/2025	IMAGE SOLUTIONS	LOGOED APPAREL ENG	596.95
10/20/2025	IMAGE SOLUTIONS	LOGOED APPAREL PW	362.45
10/20/2025	IMAGE SOLUTIONS	LOGOED APPAREL PKS	170.00
10/20/2025	IMAGE SOLUTIONS	LOGOED APPAREL REC	198.95
10/20/2025	IMWCA	WC INSTALL #4	10,819.00
10/20/2025	INGRAM LIBRARY SERVICES	BOOKS-CHILDREN	52.83

Date Paid	Vendor Name	Description	Amount Paid
10/20/2025	INGRAM LIBRARY SERVICES	BOOKS-YOUNG ADULT	10.34
10/20/2025	INGRAM LIBRARY SERVICES	BOOKS-CHILDREN	9.89
10/20/2025	INGRAM LIBRARY SERVICES	BOOKS-CHILDREN	11.84
10/20/2025	INGRAM LIBRARY SERVICES	BOOKS-CHILDREN	101.65
10/20/2025	INGRAM LIBRARY SERVICES	BOOKS-YOUNG ADULT	29.67
10/20/2025	INGRAM LIBRARY SERVICES	BOOKS-HARBACH-CHILDREN	10.34
10/20/2025	INGRAM LIBRARY SERVICES	BOOKS-CHILDREN	11.89
10/20/2025	INGRAM LIBRARY SERVICES	BOOKS-CHILDREN	29.57
10/20/2025	INGRAM LIBRARY SERVICES	BOOKS-CHILDREN	14.52
10/20/2025	INGRAM LIBRARY SERVICES	BOOKS-YOUNG ADULT	33.57
10/20/2025	INGRAM LIBRARY SERVICES	BOOKS-CHILDREN	9.11
10/20/2025	INGRAM LIBRARY SERVICES	BOOKS-CHILDREN	11.98
10/20/2025	INGRAM LIBRARY SERVICES	BOOKS-YOUNG ADULT	9.97
10/20/2025	INGRAM LIBRARY SERVICES	BOOKS-HARBACH-YOUNG ADULT	13.04
10/20/2025	INGRAM LIBRARY SERVICES	BOOKS-YOUNG ADULT	13.04
10/20/2025	INGRAM LIBRARY SERVICES	BOOKS-CHILDREN	47.06
10/20/2025	INGRAM LIBRARY SERVICES	BOOKS-YOUNG ADULT	22.16
10/20/2025	INGRAM LIBRARY SERVICES	BOOKS-CHILDREN	22.17
10/20/2025	INGRAM LIBRARY SERVICES	BOOKS-CHILDREN	4.55
10/20/2025	INGRAM LIBRARY SERVICES	BOOKS-CHILDREN	11.45
10/20/2025	INGRAM LIBRARY SERVICES	BOOKS-CHILDREN	25.12
10/20/2025	INGRAM LIBRARY SERVICES	BOOKS-HARBACH-CHILDREN	8.44
10/20/2025	INGRAM LIBRARY SERVICES	BOOKS-CHILDREN	9.91
10/20/2025	INGRAM LIBRARY SERVICES	BOOKS-CHILDREN	10.03
10/20/2025	INGRAM LIBRARY SERVICES	BOOKS-CHILDREN	11.35
10/20/2025	INGRAM LIBRARY SERVICES	BOOKS-HARBACH-CHILDREN	10.92
10/20/2025	INGRAM LIBRARY SERVICES	ADULT BOOKS	344.33
10/20/2025	INGRAM LIBRARY SERVICES	ADULT BOOKS	128.80
10/20/2025	INTERSTATE ALL BATTERY CENTER	MINOR EQUIPMENT - BATTERIES	71.10
10/20/2025	INTERSTATE ALL BATTERY CENTER	#747 PARTS	153.75
10/20/2025	INTERSTATE ALL BATTERY CENTER	WATER TOWER BATTERY	24.45
10/20/2025	INTERSTATE POWER SYSTEMS INC	GENERATOR REPAIRS, STARTER	39.62
10/20/2025	INTERSTATE POWER SYSTEMS INC	GENERATOR REPAIRS, STARTER	18.13
10/20/2025	INTERSTATE POWER SYSTEMS INC	GENERATOR REPAIRS, STARTER	67.25
10/20/2025	IOWA DOT	SAFETY EQUIPMENT	28.83
10/20/2025	IOWA DOT	SAFETY EQUIPMENT	28.83
10/20/2025	IOWA DOT	SAFETY EQUIPMENT	28.83
10/20/2025	IOWA DOT	SAFETY EQUIPMENT	28.83
10/20/2025	IOWA MEDICAID	NOVEMBER 2025 STATE SHARE OF GEMT MCO PAYMENT	11,233.26
10/17/2025	IPERS	CURRENT PAY IPERS WITHHOLDING IPERS RETIREMENT -FIRE Pay Period:	7,662.58
10/17/2025	IPERS	CURRENT PAY IPERS WITHHOLDING IPERS-REGULAR MEMBERS Pay Perio	21,063.94
10/17/2025	IPERS	CURRENT PAY IPERS WITHHOLDING IPERS-REGULAR MEMBERS Pay Perio	31,612.63
10/17/2025	IPERS	CURRENT PAY IPERS WITHHOLDING IPERS RETIREMENT -FIRE Pay Period:	5,284.96
10/20/2025	JOHN GENTILE	REFUND DEPOSIT	50.00
10/20/2025	JOHN GENTILE	REFUND OVERPAYMENT	25.58
10/09/2025	KEYSTONE CONSTRUCTION SERVICES	CH/LIB REMODEL PAY REQ 9	24,763.61
10/09/2025	KEYSTONE CONSTRUCTION SERVICES	GREENBELT LANDING PAY REQ 12	320,900.02
10/20/2025	KINMAN GLASS	WINDOW REPLACEMENTS	6,815.04
10/20/2025	LANDSCAPE FORMS, INC	PARK BENCHES & TRASH RECEPTACLES	14,535.68
10/20/2025	LARRYS WINDOW SERVICE INC.	CH WINDOW CLEANING	225.00
10/20/2025	LEGACY MATERIALS LLC	PEA GRAVEL	2,821.81
10/20/2025	LIFEMED SAFETY, INC	2024 EMS EQUIPMENT PREVENTION MAINTENANCE	3,278.00
10/20/2025	LINDE GAS & EQUIPMENT INC	OXYGEN REFILL AND TANK RENTAL	362.87
10/20/2025	MACQUEEN EQUIPMENT	TWO ENGINEER LEATHER HELMET SHIELDS	152.00
10/20/2025	MAIL SERVICES	POSTAGE	215.67
10/20/2025	MAIL SERVICES	REMINDER NOTICES	46.92
10/20/2025	MAIL SERVICES	NEWSLETTER	1,110.99
10/20/2025	MAIL SERVICES	POSTAGE	2,741.39

Date Paid	Vendor Name	Description	Amount Paid
10/20/2025	MAIL SERVICES	BILLING	836.87
10/20/2025	MAIL SERVICES	POSTAGE	189.03
10/20/2025	MAIL SERVICES	STORM WATER BILLING	67.75
10/20/2025	MARK FRITZ	REFUND DEPOSIT	100.00
10/20/2025	MARTIN BROS	CAC CONCESSIONS	837.15
10/20/2025	MARTIN'S FLAG CO. INC.	MINOR EQUIPT FLAG REPLACEMENT	705.70
10/20/2025	MEDIACOM	LIBRARY INTERNET	294.90
10/20/2025	MEDIACOM	LIBRARY INTERNET	19.95
10/20/2025	MELANIE DUNPHY	REFUND DEPOSIT	69.84
10/20/2025	MENARDS	BUILDING MAINT SUPPLIES	12.56
10/20/2025	MENARDS	MORTAR FOR INTAKE REPAIRS	71.92
10/20/2025	MENARDS	BUILDING MAINT	11.23
10/20/2025	MENARDS	BUILDING MAINT	11.23
10/20/2025	MENARDS	BUILDING MAINT	11.23
10/20/2025	MENARDS	BUILDING MAINT	11.23
10/20/2025	MENARDS	CAC PLATFORM MATERIALS - FILTER MEDIA	177.96
10/20/2025	MENARDS	CHEMICAL SPRAYERS	187.41
10/20/2025	MENARDS	VEHICLE MAINT	18.79
10/20/2025	MENARDS	BUILDING MAINT	5.97
10/20/2025	MENARDS	A103 REPAIR PARTS	20.38
10/20/2025	MENARDS	LIBRARY SHELVING	23.70
10/20/2025	MENARDS	KEY TAGS & SUPPLIES	28.27
10/20/2025	MENARDS	PARTS	12.99
10/20/2025	MENARDS	BINS FOR SEWER AREA EXTENSION BOX	47.43
10/20/2025	MENARDS	PARTS BINS	13.99
10/20/2025	MENARDS	PARTS BINS	111.92
10/20/2025	MENARDS	WIRE FOR TRAILER REPAIR	22.99
10/20/2025	MENARDS	WATER FOR EMS AND FIRE APPARATUS	17.40
10/20/2025	MENARDS	TRAFFIC SUPPLIES	95.98
10/20/2025	MERCYONE CLIVE PHARMACY	EMS MEDICATION	99.48
10/20/2025	MERCYONE HEALTH & FITNESS CENTER	WELLNESS COACHING	440.00
10/20/2025	MERCYONE OCCUPATIONAL HEALTH	PHYSICALS & DRUG SCREENS	569.00
10/20/2025	METRO GLASS	BUILDING REPAIRS	171.33
10/20/2025	METRO WASTE AUTHORITY	YARD WASTE STICKERS	450.00
10/20/2025	METRO WASTE AUTHORITY	YARD WASTE BAGS	2,227.50
10/20/2025	METRO WASTE AUTHORITY	COMPOST STICKERS	256.00
10/20/2025	METRO WASTE AUTHORITY	SOLID WASTE AUG 25	72,340.11
10/20/2025	METRO WASTE AUTHORITY	CURB IT - SEPT 25	28,248.32
10/20/2025	METRO WASTE AUTHORITY	SOLID WASTE SEPT 25	72,340.11
10/20/2025	METRONET	INTERNET PS	1,039.95
10/20/2025	MIDAMERICAN ENERGY DAV	ELECTRIC & GAS SERVICE PARKS & AQUATIC	920.89
10/20/2025	MIDAMERICAN ENERGY DAV	ELECTRIC & GAS SERVICE PARKS & AQUATIC	3,062.61
10/20/2025	MIDAMERICAN ENERGY DAV	TRAFFIC LIGHTS	581.98
10/20/2025	MIDAMERICAN ENERGY DAV	WATER FACILITIES	468.00
10/20/2025	MIDAMERICAN ENERGY DAV	STREET LIGHTS	16,418.24
10/20/2025	MIDAMERICAN ENERGY DAV	TRAFFIC LIGHTS	21.67
10/20/2025	MIDAMERICAN ENERGY DAV	TRAFFIC LIGHTS	23.63
10/20/2025	MIDAMERICAN ENERGY DAV	ELEC/GAS SERVICE PARKS	217.89
10/20/2025	MIDWEST AUTOMATIC	FIRE SPRINKLER INSPECTION	153.00
10/20/2025	MIDWEST TAPE, LLC	HOOPLA FLEX	1,313.83
10/20/2025	MOBOTREX INC	APS PUSH BUTTONS	1,056.00
10/17/2025	MUNICIPAL FIRE & POLICE	CURRENT PAY WITHHOLDING MUNICIPAL FIRE & POLICE RETIRE Pay Perio	23,643.42
10/17/2025	MUNICIPAL FIRE & POLICE	CURRENT PAY WITHHOLDING MUNICIPAL FIRE & POLICE RETIRE Pay Perio	10,141.87
10/20/2025	NICOLE OTTENBACHER	REFUND DEPOSIT	48.72
10/09/2025	NIKKEL & ASSOCIATES INC	CH REMODEL PHASE 2 PAY REQ 1	2,667.50
10/09/2025	ON TRACK CONSTRUCTION	LINNAN PARK PRJCT PAY REQ 3	245,216.00
10/09/2025	ON TRACK CONSTRUCTION	GREENBELT LANDING CONSTRUCT PRCT PAY REQ 9	130,520.07
10/20/2025	OPG-3, INC	PROFESSIONAL FEES	4,100.00

Date Paid	Vendor Name	Description	Amount Paid
10/20/2025	OREILLY AUTOMOTIVE INC	#777 TRAILER PARTS	33.59
10/20/2025	PAMELA STOREY	REFUND DEPOSIT	50.00
10/20/2025	PAMELA STOREY	REFUND OVERPAYMENT	37.54
09/30/2025	PAYMENTECH - CHASE BANK	Sep CC Fees	2,156.76
09/30/2025	PAYMENTECH - CHASE BANK	Sep CC Fees	1,725.40
09/30/2025	PAYMENTECH - CHASE BANK	Sep CC Fees	431.35
09/30/2025	PAYMENTECH - CHASE BANK	Sep CC Fees	31.09
09/30/2025	PAYMENTECH - CHASE BANK	Sep CC Fees	27.65
09/30/2025	PAYMENTECH - CHASE BANK	Sep CC Fees	239.11
09/30/2025	PAYMENTECH - CHASE BANK	Sep CC Fees	239.11
09/30/2025	PAYMENTECH - CHASE BANK	Sep CC Fees	889.75
09/30/2025	PAYMENTECH - CHASE BANK	Sep CC Fees	41.59
09/30/2025	PAYMENTECH - CHASE BANK	Sep CC Fees	16.64
10/20/2025	PER MAR SECURITY SERVICES	MONITORING & INSPECTION SERVICES	575.76
10/20/2025	PER MAR SECURITY SERVICES	MONITORING & INSPECTION SERVICES	457.80
10/20/2025	POLK COUNTY TREASURER	PAY TO OTHER AGENCIES - BLOOD DRAW	450.00
10/20/2025	PRODIGY CARE SERVICES	411 RX	48,061.93
09/30/2025	PROFESSIONAL SOLUTIONS	CLOVER CC FEES	2,483.63
10/20/2025	REACH	LEISURE SERVICES TV MARKETING	901.41
10/20/2025	RED WING BUSINESS ADVANTAGE ACCOUNT	MINOR EQUIPMENT	250.00
10/17/2025	RELIANCE STANDARD LIFE INSURANCE	VOL LIFE INSURANCE Pay Period: 10/11/2025	1,212.33
10/20/2025	RICHARD KOLZ	REFUND DEPOSIT	20.75
10/20/2025	RINGCENTRAL INC	HOSTED VOICE	2,685.58
10/20/2025	SECURITY EQUIPMENT INC	BUILDING REPAIR	86.86
10/20/2025	SECURITY EQUIPMENT INC	BUILDING REPAIR	86.86
10/20/2025	SECURITY EQUIPMENT INC	BUILDING REPAIR	86.86
10/20/2025	SECURITY EQUIPMENT INC	BUILDING REPAIR	86.85
10/20/2025	SHATTUCK/RPM INC	SOD	75.00
10/20/2025	SHREDDER, THE	DOCUMENT DESTRUCTION	72.00
10/20/2025	SILVERSTAR CAR WASH	CAR WASHES - REC	60.00
10/20/2025	SILVERSTAR CAR WASH	CAR WASHES - PARKS	40.00
10/20/2025	SILVERSTAR CAR WASH	CAR WASHES - PWORKS	40.00
10/20/2025	SILVERSTAR CAR WASH	CAR WASHES - PW	20.00
10/20/2025	SMITHGROUP, INC	LINNAN PARK REDESIGN DESIGN WORK	35,169.00
10/09/2025	SNYDER & ASSOCIATES	UNIVERSITY BLVD PUMP STATION PAY REQ 22	3,048.00
10/20/2025	STANDARD AND POOR'S LLC	ISSUANCE COST 2025B	17,865.00
10/09/2025	STAPES CONCRETE & GRADING LLC	CH APPROACH REPLACEMENT PAY REQ 1	11,825.75
10/20/2025	STRYKER SALES CORP	4 YEAR LUCAS MAINT AGREEMENT FROM 2020 - 2024.	581.40
10/20/2025	STUART VETERINARY CLINIC	GOATS MEDICAL	72.77
10/20/2025	SUPERIOR PEST CONTROL	PEST CONTROL	250.00
10/20/2025	SUPERIOR PEST CONTROL	PEST CONTROL	177.54
10/20/2025	SUPERIOR PEST CONTROL	PEST CONTROL	47.85
10/20/2025	SUPERIOR PEST CONTROL	PEST CONTROL	104.61
10/20/2025	SUPERIOR PEST CONTROL	PEST CONTROL	331.00
10/20/2025	TERRACON CONSULTANTS INC	GREENBELT LANDING CONCRETE AND STEEL INSPECTION	6,203.00
10/20/2025	TOMPKINS INDUSTRIES INC	#782 BREAKER HOSES	625.58
10/17/2025	TREAS - STATE OF IA WH TAX	STATE WITHHOLDING STATE WITHHOLDING TAX Pay Period: 10/11/2025	23,684.00
09/30/2025	TREASURER STATE OF IOWA	WATER EXCISE TAX	23,051.04
09/30/2025	TREASURER STATE OF IOWA	UTILITY SALES TAX	10,839.41
10/20/2025	TRUCK EQUIPMENT INC	EQUIPMENT REPAIR	16.43
10/20/2025	UNIQUE	MISC CONTRACT WORK- COLLECTION AGENCY	9.85
10/17/2025	UNITED WAY	CURRENT PAY WITHHOLDING UNITED WAY Pay Period: 10/11/2025	40.46
10/20/2025	VAN DIEST SUPPLY COMPANY	HERBICIDE CHEMICALS	906.25
10/20/2025	VAN DIEST SUPPLY COMPANY	HERBICIDE CHEMICALS	137.50
10/20/2025	VAN DIEST SUPPLY COMPANY	HERBICIDE CHEMICALS	248.50
10/20/2025	VAN DIEST SUPPLY COMPANY	HERBICIDE CHEMICALS	285.75
10/20/2025	VAN DIEST SUPPLY COMPANY	HERBICIDE CHEMICALS	113.00
10/20/2025	VAN DIEST SUPPLY COMPANY	HERBICIDE CHEMICALS	1,235.50

Date Paid	Vendor Name	Description	Amount Paid
10/20/2025	VAN METER INC	SENSOR FOR SEWER OFFICE	269.58
10/20/2025	VERIZON	DCU CELL	125.12
10/20/2025	VESTIS	UNIFORMS	21.66
10/20/2025	VESTIS	UNIFORMS	57.78
10/20/2025	VESTIS	UNIFORMS	57.78
10/20/2025	VESTIS	UNIFORMS	103.51
10/20/2025	VESTIS	UNIFORMS	21.89
10/20/2025	VESTIS	UNIFORMS	58.40
10/20/2025	VESTIS	UNIFORMS	57.40
10/20/2025	VESTIS	UNIFORMS	103.88
10/20/2025	WEX BANK	FUEL	131.39
10/20/2025	WEX BANK	FUEL	80.98
10/20/2025	WEX BANK	FUEL	771.88
10/20/2025	WEX BANK	FUEL	734.76
10/20/2025	WEX BANK	FUEL	2,560.57
10/20/2025	WEX BANK	FUEL	6,777.20
10/20/2025	WEX BANK	FUEL	611.09
10/20/2025	WEX BANK	FUEL	1,034.30
10/20/2025	WEX BANK	FUEL	1,504.72
10/20/2025	WEX BANK	FUEL	1,235.01
10/20/2025	WEX BANK	FUEL	117.42
10/20/2025	WEX BANK	FUEL	539.22
10/20/2025	WEX BANK	FUEL	493.90
09/30/2025	XPRESS BILL PAY	Tran Fees- UB	1,874.06
09/30/2025	XPRESS BILL PAY	Tran Fees- UB	1,499.24
09/30/2025	XPRESS BILL PAY	Tran Fees- UB	374.81
09/30/2025	XPRESS BILL PAY	Tran Fees- PD	23.68
09/30/2025	XPRESS BILL PAY	Tran Fees- Rec	63.64
09/30/2025	XPRESS BILL PAY	Tran Fees- Pool	63.64
09/30/2025	XPRESS BILL PAY	Tran Fees- CD	76.96
09/30/2025	XPRESS BILL PAY	Tran Fees- PW	1.48
09/30/2025	XPRESS BILL PAY	Tran Fees- Admin	14.06
Grand Totals:			3,339,371.14

Date Paid	Vendor Name	Description	Amount Paid
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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 \$ 3,339,371.14
(10/07/2025 - 10/20/2025)

Payroll
(10/17/2025) 343,628.52

Total \$ 3,682,999.66

Of the total payrolls, \$709.91 are expense reimbursements.


Elizabeth Hansen, Director of Administrative Services

Date: 10/20/2025

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 23, 2025

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

SYNOPSIS:

Staff recommends approval.

Attachments:

1. Franka Pizzeria 11_1_2025 (New Ownership)



Memo

TO: Mayor and Council members

FROM: Matthew Graham, City Clerk

DATE: October 23, 2025

RE: Approve Retail Alcohol Sales License Renewal Application - Front Row
- 9956 Swanson Boulevard

SYNOPSIS:

Staff recommends approval.

Attachments:

1. Front Row 11_01_2025



Memo

TO: Mayor and Council members

FROM: Matthew Graham, City Clerk

DATE: October 23, 2025

RE: Approve Retail Alcohol Sales License Renewal Application - Mi Mexico
- 11407 Forest Avenue

SYNOPSIS:

Staff recommends approval.

Attachments:

1. Mi Mexico 11_05_2025



Memo

TO: Mayor and Council members

FROM: Matthew Graham, City Clerk

DATE: October 23, 2025

RE: Approve Retail Alcohol Sales License Renewal Application - Monterrey Mexican Restaurant - 8801 University Avenue, #27

SYNOPSIS:

Staff recommends approval.

Attachments:

1. Monterrey Mexican Restaurant 11_15_2025



Memo

TO: Mayor and Council members

FROM: Matthew Graham, City Clerk

DATE: October 23, 2025

RE: Approve Retail Alcohol Sales License Renewal Application - Nicks Bar and Grill - 9769 University Avenue

SYNOPSIS:

Staff recommends approval.

Attachments:

1. Nicks Bar and Grill 12_12_2025



Memo

TO: Mayor and Council members

FROM: Jim Hagelie, Engineering Services Administrator

DATE: October 23, 2025

RE: Resolution Approving Change Order #1 - SKOL Trucking, LLC - 2025 Arterial PCC Pavement Rehabilitation Project - (-\$1,798.60)

SYNOPSIS:

Staff is recommending approval of a Change Order to SKOL Trucking, LLC on the above referenced project as follows:

Change Order #1 – (-\$1,798.60)

This Change Order zero sums individual bid items with overruns or underruns to arrive at a final contract amount. The final contract amount for the project is \$416,892.40.

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

Attachments:

1. Resolution
2. Change Order #1

RESOLUTION NO. _____

RESOLUTION APPROVING CHANGE ORDER NO. 1
FOR SKOL TRUCKING, LLC
2025 ARTERIAL PCC PAVEMENT REHABILITATION PROJECT

WHEREAS, City staff has determined that it is necessary to make the changes set forth in Change Order No. 1 to the contract with SKOL Trucking, LLC in regard to the 2025 Arterial PCC Pavement Rehabilitation Project (the “Project”); and

WHEREAS, the City Council of the City of Clive, Iowa, is desirous of approving said Change Order No. 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 Iowa Signal, Inc., 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 ____ of _____, 2025.

CITY OF CLIVE, IOWA

By: _____
John Edwards, Mayor

ATTEST:

Matthew D. Graham, City Clerk



City of Clive

Change Order Details

2025 ARTERIAL PCC REHABILITATION PROJECT

Description	PCC patching on University Ave and Berkshire PKWY
Prime Contractor	Skol Trucking 5421 NW Beaver Johnston, IA 50131
Change Order	1
Status	Pending
Date Created	09/30/2025
Type	Minor Overrun
Summary	Minor Overrun
Awarded Project Amount	\$418,691.00
Authorized Project Amount	\$418,691.00
Change Order Amount	-\$1,798.60
Revised Project Amount	\$416,892.40

Increases/Decreases

Line Number	Item ID	Unit	Unit Price	Current		Change		Revised	
				Quantity	Amount	Quantity	Amount	Quantity	Amount
Section: 1 - Description									
0010	25-031	SY	\$139.000	2,234.000	\$310,526.00	17.600	\$2,446.40	2,251.600	\$312,972.40
PATCH, FULL DEPTH REPAIR									
0050	25-010	SY	\$15.000	54.000	\$810.00	7.000	\$105.00	61.000	\$915.00
REMOVAL OF SIDEWALK									
0060	25-012	SY	\$75.000	26.000	\$1,950.00	7.000	\$525.00	33.000	\$2,475.00
SIDEWALK, PCC, 4".									
0100	25-029	Each	\$75.000	90.000	\$6,750.00	80.000	\$6,000.00	170.000	\$12,750.00
PORTABLE DYNAMIC MESSAGE SIGNS									
0110	25-030	Each	\$475.000	30.000	\$14,250.00	-20.000	-\$9,500.00	10.000	\$4,750.00
FLAGGER									
0140	25-021	Each	\$125.000	11.000	\$1,375.00	-11.000	-\$1,375.00	0.000	\$0.00
SECONDARY SLURRY CONTROL CONTROL - GRATE INTAKE SEDIMENT FILTER BAG									
6 items			Totals	\$335,661.00		-\$1,798.60		\$333,862.40	

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



Memo

TO: Mayor and Council members

FROM: Mark Mertens, Code Enforcement Officer

DATE: October 23, 2025

RE: Approve Pay Request #1 - I80 Concrete - Sidewalk Safety Program - \$14,599.60

SYNOPSIS:

I-80 Concrete has completed all work required to fulfill the 2025 Sidewalk Repair Program in accordance with the plans, specifications, and terms and conditions outlined in the Sidewalk Repair Program Contractor Agreement. The project is now complete.

Attached is Pay Request #1 (Final) from I-80 Concrete for contract work performed under the program. This pay request totals **\$14,599.60**. In accordance with City policy, the final retainer payment of \$768.40 will be made 30 days after project acceptance and upon submission of all required closeout documentation to the City Clerk's Office.

Staff respectfully recommends that the City Council approve Pay Request No. 1 (Final) to I-80 Concrete in the amount of **\$14,599.60**.

Attachments:

1. Payment Request #1

I-80 Concrete

1444 Northwest 124th Court
Clive, Iowa 50325
515-650-4500
info@i80concrete.com | <https://i80concrete.com/>



RECIPIENT:

City of Clive

Northeast Alice's Road
Clive, Iowa

Invoice #315

Issued Oct 10, 2025

Due Nov 09, 2025

Total \$14,599.60

Clive Sidewalk Repairs

Product/Service	Description	Qty.	Unit Price	Total
2570 NW 158th St	32 SF 6" Thick	1	\$272.00	\$272.00
2547 NW 159th St	32 SF 6" Thick	1	\$272.00	\$272.00
2887 Buena Vista Dr	48 SF 4" Thick	1	\$360.00	\$360.00
4508 NW 169th St	16 SF 4" Thick	1	\$136.00	\$136.00
4532 NW 169th St	16 SF 4" Thick	1	\$136.00	\$136.00
16884 Iltis Ct Clive	16 SF 4" Thick	1	\$136.00	\$136.00
16930 Berkshire Parkway	16 SF 4" Thick	1	\$136.00	\$136.00
16522 Creekside Cir	16 SF 4" Thick	1	\$136.00	\$136.00
4272 NW 164th St	16 SF 4" Thick	1	\$136.00	\$136.00
4315 NW 164th St	16 SF 4" Thick	1	\$136.00	\$136.00
4440 NW 167th St	48 SF 4" Thick	1	\$360.00	\$360.00
4337 NW 168th Ct	36 SF 4" Thick	1	\$270.00	\$270.00
2828 Buena Vista Dr	32 SF 6" Thick	1	\$272.00	\$272.00
15651 Boston Parkway	40 SF 5" Thick	2	\$340.00	\$680.00

I-80 Concrete

1444 Northwest 124th Court

Clive, Iowa 50325

515-650-4500

info@i80concrete.com | <https://i80concrete.com/>



Product/Service	Description	Qty.	Unit Price	Total
2815 Buena Vista Dr	16 SF 4" Thick	1	\$136.00	\$136.00
2815 Buena Vista Dr	60 SF 5" Thick	1	\$510.00	\$510.00
15148 Beechwood Ave	32 SF 4" Thick	1	\$240.00	\$240.00
16004 Boston Parkway	48 SF 4" Thick	1	\$360.00	\$360.00
14992 Sheridan Ave	16 SF 4" Thick	1	\$136.00	\$136.00
2929 NW 167th St	20 SF 4" Thick	1	\$170.00	\$170.00
2779 NW 166th Ct	48 SF 4" Thick	1	\$360.00	\$360.00
2713 NW 166th Ct	32 SF 4" Thick	1	\$240.00	\$240.00
2696 Berkshire Parkway	20 SF 4" Thick	1	\$170.00	\$170.00
2713 NW 166th Ct	20 SF 4" Thick	1	\$170.00	\$170.00
Country Club Glen Park Trail	16 SF 4"	1	\$136.00	\$136.00
16330 Boston Parkway	16 SF 4" Thick	1	\$136.00	\$136.00
16300 Boston Parkway	16 SF 4" Thick	1	\$136.00	\$136.00
2524 NW 161st St	48 SF 4" Thick	1	\$360.00	\$360.00
15065 Beechwood Ave	16 SF 4" Thick	1	\$136.00	\$136.00
2543 NW 152nd St	16 SF 4" Thick	1	\$136.00	\$136.00
2568 NW 157th St	16 SF 4" Thick	1	\$136.00	\$136.00
2663 NW 157th St	32 SF 4" Thick	1	\$272.00	\$272.00
Country Club Glen Park Trail	32 SF 5" Thick	1	\$272.00	\$272.00

I-80 Concrete

1444 Northwest 124th Court

Clive, Iowa 50325

515-650-4500

info@i80concrete.com | <https://i80concrete.com/>



Product/Service	Description	Qty.	Unit Price	Total
Country Club Glen Park Trail	352 SF 5"	1	\$2,992.00	\$2,992.00
2749 NW 158th St	16 SF 4" Thick	1	\$136.00	\$136.00
2589 NW 157th St	152 SF 5" Thick	1	\$1,292.00	\$1,292.00
2565 NW 157th St	232 SF 5" Thick	1	\$1,972.00	\$1,972.00
2565 NW 157th St	72 SF 5" Thick	1	\$612.00	\$612.00
2607 NW 158th St	16 SF 4" Thick	1	\$136.00	\$136.00
2602 NW 158th St	20 SF 4" Thick	1	\$170.00	\$170.00
2584 NW 158th St	16 SF 4" Thick	1	\$136.00	\$136.00
2570 NW 158th St	16 SF 4" Thick	1	\$136.00	\$136.00
2521 NW 159th St	16 SF 4" Thick	1	\$136.00	\$136.00
5% Retainage		1	-\$768.40	-\$768.40

Thank you for your business. Please contact us with any questions regarding this invoice.

Total	\$14,599.60
--------------	--------------------



Memo

TO: Mayor and Council members

FROM: Jeff Thielen, Parks Manager

DATE: October 23, 2025

RE: Approve Pay Request # 1 - RES - Little Walnut Creek Bid Package & Support Services - \$17,212.52

SYNOPSIS:

Staff is recommending approval of pay request # 1 to Resource Environmental Solutions for Bid Package & Support Services completed to date on the Little Walnut Creek Project-\$17,212.52

Contract Breakdown:

Total contract amount - \$39,017.00

Pay Request # 1: \$17,212.52.

Paid to Date: \$17,212.52

Contract Remaining: \$21,804.48

Attachments:

1. Pay Request # 1 - \$17, 212.52



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

Invoice

#IN58101

October 02, 2025

Bill To

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

Amount Due:

\$17,212.52

Project

PRJ112936 Little Walnut Creek Additional Bid Assistance

Project Manager

Ben Staehlin (bstaehtlin@res.us)

Billing Period

Sep 2025

PO #**Attn**

Richard Brown

Delivery Email

rbrown@cityofclive.com

Task: 1a. Refine details of tree survey and marking

	Hours	Rate	Amount
Scientist-Ecologist II			
Ben Staehlin	3.50	125.00	437.50
Total Labor	3.50		437.50
Total this Task			\$437.50

Task: 1b. Conduct tree survey and select salvage trees

	Hours	Rate	Amount
GIS-CAD II			
Tyler Schwartz	1.00	180.00	180.00
Scientist-Ecologist IV			
Doug Mensing	0.50	171.00	100.25
Scientist-Ecologist II			
Ben Staehlin	61.50	112.00	7,018.00
Scientist-Ecologist I			
Mike Lopez	61.00	80.00	5,145.50
Total Labor	124.00		12,443.75

Reimbursable Expenses

Ben Staehlin	286.58
TRADER JOE S #721	33.42
JERSEY MIKES 38002	39.40
MENARDS CLIVE IA	16.93
MI MEXICO	34.50
JASON'S DELI-DMO-239	49.02
TST*ZMARKIS NOODLE CAFE	40.04
MENARDS CLIVE IA	22.84

APPROVED FOR PAYMENT

BY *[Signature]*

DATE 10/15/25

ACCT # 389-5750-6799

ITEM Little Walnut Creek

*Bid assistance #1
Pay Request*



IN58101



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

Invoice

#IN58101

October 02, 2025

TST*COOL BASIL - CLIVE	63.99
MACHINE SHED URBANDALE	69.00
HOTELCOM73234696284005	779.49
SLEEP INN	616.98
Ben Staehlin	286.58

Total Reimbursables 2,338.77

Total this Task \$14,782.52

Task: 2a. Refine details of brushing and tree removal bid package

	Hours	Rate	Amount
Scientist-Ecologist II			
Ben Staehlin	8.00	125.00	1,000.00
GIS-CAD II			
Tyler Schwartz	1.50	180.00	270.00
Scientist-Ecologist IV			
Doug Mensing	0.25	230.00	57.50
Total Labor	9.75		1,327.50

Total this Task \$1,327.50

Task: 2b. Prepare brushing and tree removal technical bid materials

	Hours	Rate	Amount
Scientist-Ecologist II			
Ben Staehlin	5.00	125.00	625.00
Scientist-Ecologist I			
Mike Lopez	0.50	80.00	40.00
Total Labor	5.50		665.00

Total this Task \$665.00

Invoice Total \$17,212.52



IN58101



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

Invoice

#IN58101

October 02, 2025

Remit Address

All checks should be mailed to:
HGS, LLC
6575 West Loop South Suite 300
Bellaire, TX 77401

Questions

Contact — receivables@res.us
- Banking information for ACH
payments
- Send all payment remittance advice
- W9
- Past due invoice copies

Contact — bstaehtlin@res.us
- COI Requests
- Project related questions or
concerns



IN58101



Memo

TO: Mayor and Council members

FROM: Tiffany Belieu, Administrative Specialist

DATE: October 23, 2025

RE: Approve Pay Request #2 - Jeremy Jarvis - Harbach Bay Doors Mural Project

SYNOPSIS:

Staff is recommending approval of Pay Request #2 to Jeremy Jarvis, the artist for the Harbach Bay Doors Mural Project, in the amount of \$10,000 per contract approved by council on August 14, 2025. This project is made possible in part by funds received from a BRAVO Public Arts grant.

Pay Request #1: \$10,000.00

Pay Request #2: \$10,000.00

Total remaining contract amount: \$0

Attachments:

1. Harbach Bay Doors Mural - Jeremy Jarvice - Final Invoice



5846 Slane Loop
Westerville, OH 43081
Phone: 614-379-2414
Email: jjarvis@jarvisartstudio.com
Web: www.jarvisartstudio.com

INVOICE

#10102025

CITY OF CLIVE PUBLIC ART PROGRAM
CITY OF CLIVE, IOWA

Bill to:

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

Date: Oct. 10, 2025

Item #	Description	Price
Invoice for the initial payment for the Harbach Center Mural.		
1.0	2 nd and Final Installment for Harbach Center Mural at 8505 Harbach Blvd. 50% of total project amount of \$20,000.	\$10,000

INVOICE AMOUNT DUE:

All payments should be made payable to 'Jarvis Art Studio Inc.' and can be mailed as a check to the above address or paid via ACH upon request.

\$10,000

Invoice prepared by:

Name: Jeremy Jarvis
Business Name: Jarvis Art Studio
Email: jjarvis@jarvisartstudio.com
Phone Number: 614-379-2414
Address:
5846 Slane Loop
Westerville, OH 43081
Website: jarvisartstudio.com
Facebook: /JarvisArtStudio
Instagram: @jarvjjer



Memo

TO: Mayor and Council members

FROM: Jim Hagelie, Engineering Services Administrator

DATE: October 23, 2025

RE: Approve Pay Request #4 - Boulder Contracting, LLC - NW 114th Street Bridge Repair Project - \$91,828.71

SYNOPSIS:

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

Pay Estimate #4 - \$91,828.71

A breakdown of the contract status is as follows:

Contract Amount	-	\$166,007.66
Paid to Date	-	<u>\$156,237.38</u>
Contract Remaining	-	\$ 9,770.28

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

Attachments:

1. Pay Request #4



City of Clive

Payment Invoice

NW 114th STREET BRIDGE REPAIR

Description NW 114th St bridge repair.

Payment Number 4

Pay Period 06/28/2025 to 10/13/2025

Approval Date 10/23/2025

Prime Contractor Boulder Contracting, LLC
606 E 1st ST
Grundy Center, IA 50638

Payment Status Pending

Awarded Project Amount \$154,007.66

Authorized Amount \$166,007.66

Line Number	Item	Unit	Current Paid Quantity	Unit Price	Amount
Section: 1 Description					
0040	2414-6460000	LF	349.250	\$222.000	\$77,533.50
ORNAMENTAL METAL RAILING					
0060	2426-6772016	SF	41.000	\$118.000	\$4,838.00
CONCRETE REPAIR					
0090	2519-4200120	LF	349.920	\$8.000	\$2,799.36
REMOVAL OF FENCE, CHAIN LINK					
0100	2528-8445110	LS	1.000	\$4,000.000	\$4,000.00
TRAFFIC CONTROL					
0110	2528-8445113	EACH	10.000	\$410.000	\$4,100.00
FLAGGERS					
Section Total:					\$93,270.86
Project Total:					\$93,270.86

Summary

Current Approved Work:	\$93,270.86	Approved Work To Date:	\$161,069.46
Current Stockpile Advancement:	\$0.00	Stockpile Advancement To Date:	\$0.00
Current Stockpile Recovery:	\$0.00	Stockpile Recovery To Date:	\$0.00
Current Retainage:	\$1,442.15	Retainage To Date:	\$4,832.08
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:	\$91,828.71	Payments To Date:	\$156,237.38
Previous Payment:	\$10,939.25	Previous Payments To Date:	\$64,408.67

Mayor, City of Clive

Date

Project Engineer, Jim Hagelie

Date

Field Engineer, Nolan Daft

Date

Contractor, Boulder Contracting, LLC

Date



Memo

TO: Mayor and Council members

FROM: Jim Hagelie, Engineering Services Administrator

DATE: October 23, 2025

RE: Approve Pay Request #4 - Howrey Construction, Inc. - Little Walnut Creek Trail Reconstruction East of Alice's Road - \$30,555.00

SYNOPSIS:

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

Pay Estimate #4 - \$30,555.00

A breakdown of the contract status is as follows:

Contract Amount	-	\$807,787.50
Paid to Date	-	<u>\$662,316.56</u>
Contract Remaining	-	\$145,470.94

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

Attachments:

1. Pay Request #4



City of Clive

Payment Invoice

Little Walnut Creek Trail Reconstruction

Description	Little Walnut Creek Trail Reconstruction, East of Alice's Road
Payment Number	4
Pay Period	09/14/2025 to 10/11/2025
Approval Date	10/23/2025
Prime Contractor	Howrey Construction PO Box 385 Bondurant, IA 50035
Payment Status	Pending
Awarded Project Amount	\$807,787.50
Authorized Amount	\$807,787.50

Line Number	Item	Unit	Current Paid Quantity	Unit Price	Amount
Section: 1 Description					
0360	25-036	STA	7.000	\$500.000	\$3,500.00
Painted Pavement Markings, Solvent/Waterborne					
0380	25-038	ACRE	1.100	\$3,750.000	\$4,125.00
Trail Edge Seeding					
0390	25-039	LS	0.250	\$2,500.000	\$625.00
SWIPP Management					
0540	25-054	LS	1.000	\$13,250.000	\$13,250.00
Trail Counter					
0550	25-055	EACH	5.000	\$2,000.000	\$10,000.00
Bench					
Section Total:					\$31,500.00
Project Total:					\$31,500.00

Summary

Current Approved Work:	\$31,500.00	Approved Work To Date:	\$682,800.58
Current Stockpile Advancement:	\$0.00	Stockpile Advancement To Date:	\$0.00
Current Stockpile Recovery:	\$0.00	Stockpile Recovery To Date:	\$0.00
Current Retainage:	\$945.00	Retainage To Date:	\$20,484.02
Current Retainage Released:	\$0.00	Retainage Released To Date:	\$0.00
Current Liquidated Damages:	\$0.00	Liquidated Damages To Date:	\$0.00
Current Adjustment:	\$0.00	Adjustments To Date:	\$0.00
Current Payment:	\$30,555.00	Payments To Date:	\$662,316.56
Previous Payment:	\$258,944.49	Previous Payments To Date:	\$631,761.56

Mayor, City of Clive	Date
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Project Engineer, Jim Hagelie	Date
-------------------------------	------

Field Engineer, Tony Clemenson	Date
--------------------------------	------

Contractor, Howrey Construction.	Date
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Memo

TO: Mayor and Council members

FROM: Jim Hagelie, Engineering Services Administrator

DATE: October 23, 2025

RE: Approve Pay Request #4 - Iowa Signal, Inc. - Douglas Parkway and Berkshire Parkway Traffic Signalization Project - \$1,127.63

SYNOPSIS:

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

Pay Estimate #4 - \$1,127.63

A breakdown of the contract status is as follows:

Contract Amount	-	\$257,906.90
Paid to Date	-	<u>\$241,905.42</u>
Contract Remaining	-	\$ 16,001.48

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

Attachments:

1. Pay Request #4



City of Clive

Payment Invoice

Douglas and Berkshire Parkway Traffic Signals

Description	New Traffic signals
Payment Number	4
Pay Period	08/31/2025 to 09/27/2025
Approval Date	10/09/2025
Prime Contractor	Iowa Signal, Inc. 3711 SE Capitol Cir. Grimes, IA 50111
Payment Status	Pending
Awarded Project Amount	\$235,174.00
Authorized Amount	\$257,906.90

Line Number	Item	Unit	Current Paid Quantity	Unit Price	Amount
Section: 1 Description					
0180	25-018	LF	310.000	\$2.750	\$852.50
Filter Sock, 9in					
0190	25-019	LF	310.000	\$1.000	\$310.00
Filter Sock Removal					
					Section Total: \$1,162.50
					Project Total: \$1,162.50

Summary

Current Approved Work:	\$1,162.50	Approved Work To Date:	\$249,387.03
Current Stockpile Advancement:	\$0.00	Stockpile Advancement To Date:	\$0.00
Current Stockpile Recovery:	\$0.00	Stockpile Recovery To Date:	\$0.00
Current Retainage:	\$34.87	Retainage To Date:	\$7,481.61
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:	\$1,127.63	Payments To Date:	\$241,905.42
Previous Payment:	\$109,381.51	Previous Payments To Date:	\$240,777.79

Mayor, City of Clive

Date

Project Engineer, Jim Hagelie

Date

Field Engineer, Tony Clemenson

Date

Contractor, Iowa Signal

Date



Memo

TO: Mayor and Council members

FROM: Jim Hagelie, Engineering Services Administrator

DATE: October 23, 2025

RE: Approve Pay Request #8 - Calhoun-Burns & Associates - 2025 Bridge Maintenance Repair Program - \$898.00

SYNOPSIS:

Staff is recommending approval of a Pay Request to Calhoun-Burns and Associates, Inc. for design services completed on the above referenced project.

Pay Estimate #8 - \$898.00

A breakdown of the contract status is as follows:

Contract Amount	-	\$38,825.00
Paid to Date	-	<u>\$37,860.25</u>
Contract Remaining	-	\$ 964.75

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

Attachments:

1. Pay Request #8



CALHOUN-BURNS
&
ASSOCIATES

A Kleinfelder Company

STATEMENT OF PROFESSIONAL SERVICES

City of Clive
Jim Hagelie, P.E.-Engineering Services Admin
2123 NW 111th Street
Clive, IA 50325-3755

September 26, 2025
Invoice No: 1756 - 8

2025 Bridge Maintenance Program
Contract Date 12/12/2024

Professional Services from June 20, 2025 to September 20, 2025

Phase 03 Limited Bid & Construction Phase Svs
Engineering services for

Fee

Total Fee	6,500.00		
Percent Complete	100.00	Total Earned	6,500.00
		Previous Fee Billing	5,850.00
		Current Fee Billing	650.00
		Total Fee	650.00
		Total this Phase	\$650.00

Phase 04 Admin, Coordination and Submittals

Professional Personnel

	Hours	Rate	Amount
Principal I	1.00	248.00	248.00
Totals	1.00		248.00
Total Labor			248.00
		Total this Phase	\$248.00
		Total this Invoice	<u>\$898.00</u>



Memo

TO: Mayor and Council members

FROM: Rai Tokuhisa, Water Resource Engineer

DATE: October 23, 2025

RE: Approve Pay Request #10 - Iowa Earth Works - Little Walnut Creek
Stream Stabilization East of Alice's Road - \$13,359.38

SYNOPSIS:

See attached memo for staff synopsis.

Attachments:

- 1.01_Memo_IowaEarthWorks_LWC_PR#10
- 2.02_Payment_Invoice_Little_Walnut_Creek__Stream_Stabilization__East_of_Alices_Road_2025.10.13

TO: Honorable Mayor and City Council
FROM: Rai Tokuhisa, Water Resources Engineer
DATE: 10/23/2025

**RE: Approve Pay Request #10 – Iowa Earth Works - Little Walnut
Creek Stream Stabilization East of Alice’s Road - \$13,359.38**

Staff recommends approval of Pay Request #10 to Iowa Earth Works for the work performed on the project: Little Walnut Creek Stream Stabilization East of Alice’s Road (Resolution 2023-365 passed on 14 DEC 2023). This is the final payment for work completed; after this pay request, only retainage remains. The construction contract status follows:

Original Contract Amount	\$ 762,452.95
Change Order #1:	\$ 41,175.00
Change Order #2:	\$ 2,250.00
Change Order #3:	\$ 29,700.00
Total Approved Agreement Amount:	\$ 835,577.95

Item - Council Date	Amount
Pay Request #1 - 3/14/2024	\$ 65,876.00
Pay Request #2 - 5/23/2024	\$ 17,100.00
Pay Request #3 - 6/13/2024	\$ 12,900.00
Pay Request #4 - 11/14/2024	\$ 227,814.04
Pay Request #5 - 12/12/2024	\$ 170,562.37
Pay Request #6 - 2/6/2025	\$ 49,448.64
Correction for PR # 1-3 - 4/10/2025	\$ (4,793.61)
Pay Request #7 - 4/10/2025	\$ 19,637.00
Pay Request #8 - 5/22/2025	\$ 96,832.19
Pay Request #9 - 7/24/2025	\$ 12,595.25
Pay Request #10 - 10/23/2025	\$ 13,359.38

Paid to date:	\$ 667,971.88
Amount remaining on construction agreement:	\$ 167,606.07
Total requested to date:	\$ 681,331.26
Total amount due this pay request:	\$ 13,359.38
Amount remaining on construction agreement after this pay request:	\$ 154,246.69

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



City of Clive

Payment Invoice

Little Walnut Creek, Stream Stabilization, East of Alices Road

Description	Little Walnut Creek, Stream Stabilization, East of Alices Road
Payment Number	10
Pay Period	06/15/2025 to 10/01/2025
Prime Contractor	Iowa Earth Works PO Box 112 HUXLEY, IA 50124
Payment Status	Pending
Awarded Project Amount	\$762,452.95
Authorized Amount	\$835,577.95

Line Number	Item	Unit	Current Paid Quantity	Unit Price	Amount
Section: 1 Description					
0160	23-016	LS	0.150	\$3,750.000	\$562.50
SWIPP MANAGEMENT					
0280	23-028	CDAY	27.000	\$500.000	\$13,500.00
MAINTENANCE OF STREAMFLOW					
					Section Total: \$14,062.50
					Project Total: \$14,062.50

Summary

Current Approved Work:	\$14,062.50	Approved Work To Date:	\$717,191.66
Current Stockpile Advancement:	\$0.00	Stockpile Advancement To Date:	\$0.00
Current Stockpile Recovery:	\$0.00	Stockpile Recovery To Date:	\$0.00
Current Retainage:	\$703.12	Retainage To Date:	\$35,859.58
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:	\$13,359.38	Payments To Date:	\$681,332.08
Previous Payment:	\$12,595.25	Previous Payments To Date:	\$667,972.70

Mayor, City of Clive

Date



10/13/2025

Project Engineer, Rai Tokuhisa

Date



10/13/25

Field Engineer, Nolan Daft

Date

Joe Jensen

Digitally signed by Joe Jensen
DN: cn=US, E=jensen70@gmail.com
On: 10/13/2025 10:13:25
Reason: I am approving this document
Date: 2025.10.13 08:55:21 -0500

10-13-25

Contractor, Iowa Earth Works

Date



Memo

TO: Mayor and Council members

FROM: Jeff May, Public Works Director

DATE: October 23, 2025

RE: Approve Pay Request #18 - Alice's Road Reconstruction - Phase 1 - Design - Snyder & Associates - \$295,705.40

SYNOPSIS:

Staff recommends approval of Pay Request #18, in the amount of \$295,705.40, to Snyder & Associates, for professional services completed on the design for the Alice's Road Reconstruction Project - Phase 1 - Design.

Attachments:

1. 10-23-25 - Pay Request #18 - Alice's Road Reconstruction - Phase 1 - Design - Snyder - \$295,705.40
2. CL - 10-23-25 - Pay Request #18 - Alice's Road Reconstruction Design-Phase 1 - Snyder & Associates - \$295,705.40



IOWA | MISSOURI | NEBRASKA | SOUTH DAKOTA | WISCONSIN

INVOICE FOR PROFESSIONAL SERVICES

September 30, 2025

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

Invoice No: 123.1396.01 - 18

Email jmay@cityofclive.com

Project 123.1396.01 Alice's Road Reconstruction- Phase 1

Professional Services through September 30, 2025

Division 1

(50% Waukee / 50% Clive)

	Hours	Rate	Amount	
Principal Engineer I	1.75	237.00	414.75	
Sr. Engineer	96.25	216.00	20,790.00	
Land Surveyor VIII	65.25	198.00	12,919.50	
Engineer VIII	260.00	198.00	51,480.00	
Project Manager VII	5.00	187.00	935.00	
Landscape Architect III	6.00	141.00	846.00	
Right-of-Way Agent II	170.50	128.00	21,824.00	
Engineer II	124.25	128.00	15,904.00	
Landscape Architect II	16.50	128.00	2,112.00	
Environmental Scientist I	4.00	115.00	460.00	
Sr. Technician	11.50	144.00	1,656.00	
Technician VII	135.50	124.00	16,802.00	
Technician V	6.75	101.00	681.75	
Technician III	96.00	82.00	7,872.00	
Technician II	3.00	75.00	225.00	
Administrative II	8.00	77.00	616.00	
Total Services	1,010.25		155,538.00	
Total Services				155,538.00

Permit Fees	257.48	
Total Expenses		257.48

Fleet Mileage	57.40
---------------	-------

Billing Limits	Current	Prior	To-Date	
Total Billings	155,852.88	726,474.28	882,327.16	
Limit			991,900.00	
Remaining			109,572.84	
Phase Subtotal				\$155,852.88

Division 2

(15% Waukee / 85% Clive)

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	123.1396.01	Clive-NEAlice'sRd-NEHorizonDrtoMeredithD	Invoice	18
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	Hours	Rate	Amount	
Principal Engineer II	36.25	252.00	9,135.00	
Sr. Engineer	50.25	216.00	10,854.00	
Engineer VIII	39.50	198.00	7,821.00	
Environmental Scientist VII	1.00	187.00	187.00	
Engineer V	4.25	166.00	705.50	
Engineer IV	.50	153.00	76.50	
Engineer III	1.75	141.00	246.75	
Right-of-Way Agent II	2.00	128.00	256.00	
Technician VI	12.00	111.00	1,332.00	
Technician III	8.50	82.00	697.00	
Administrative II	.25	77.00	19.25	
Total Services	156.25		31,330.00	
Total Services				31,330.00
Billing Limits	Current	Prior	To-Date	
Total Billings	31,330.00	309,698.70	341,028.70	
Limit			378,500.00	
Remaining			37,471.30	
		Phase Subtotal		\$31,330.00

Division 3

(0% Waukee / 100% Clive)

	Hours	Rate	Amount	
Principal Planner I	2.50	237.00	592.50	
Principal Engineer I	2.75	237.00	651.75	
Principal Environmental Scientist I	49.00	237.00	11,613.00	
Sr. Engineer	88.75	216.00	19,170.00	
Land Surveyor VIII	-52.75	198.00	-10,444.50	
Engineer VIII	129.00	198.00	25,542.00	
Project Manager VII	-5.00	187.00	-935.00	
Planner VI	31.25	178.00	5,562.50	
Engineer VI	5.50	178.00	979.00	
Engineer IV	5.00	153.00	765.00	
Right-of-Way Agent II	-119.50	128.00	-15,296.00	
Engineer II	143.75	128.00	18,400.00	
Engineer I	233.50	115.00	26,852.50	
GIS Specialist I	12.50	115.00	1,437.50	
Sr. Technician	39.00	144.00	5,616.00	
Technician VII	-117.75	124.00	-14,601.00	
Technician V	-2.75	101.00	-277.75	
Technician III	-81.00	82.00	-6,642.00	
Technician II	24.00	75.00	1,800.00	
Historian III	56.00	141.00	7,896.00	
Administrative II	-3.75	77.00	-288.75	
Total Services	440.00		78,392.75	
Total Services				78,392.75

Commercial Appraisers of Iowa, Inc.			
8/28/2025	Commercial Appraisers of Iowa, Inc.	Appraisal	3,200.00
9/11/2025	Commercial Appraisers of Iowa, Inc.	Appraisal services	6,400.00
Iowa Title Company-			
9/11/2025	Iowa Title Company-	Report of Title	450.00
9/11/2025	Iowa Title Company-	Report of Title	450.00

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	123.1396.01	Clive-NEAlice'sRd-NEHorizonDrtoMeredithD	Invoice	18
9/11/2025	Iowa Title Company-	Report of Title	450.00	
9/11/2025	Iowa Title Company-	Report of Title	450.00	
Stantec Consultant Services Inc.				
8/11/2025	Stantec Consultant Services Inc.	Services through 07/25/2025	12,601.50	
9/5/2025	Stantec Consultant Services Inc.	Services through 09/01/2025	5,703.75	
Total Consultants				29,705.25
Employee Mileage			145.92	
Total Expenses				145.92
Fleet Mileage				
				278.60
Billing Limits		Current	Prior	To-Date
Total Billings		108,522.52	549,819.16	658,341.68
Limit				1,071,500.00
Remaining				413,158.32
			Phase Subtotal	\$108,522.52
Amount Due this Invoice				<u>\$295,705.40</u>
		Total	Prior	Current
Billings to Date		1,881,697.54	1,585,992.14	295,705.40

Thank you. We appreciate the opportunity to serve you.

Accounts Receivable Inquiry: ar@snyder-associates.com

Project Manager: Nathan Carhoff



October 9, 2025

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

RE: INVOICE NO. 18
ALICE'S ROAD RECONSTRUCTION
NE HORIZON DRIVE TO MEREDITH DRIVE
PROJECT #123.1396

Dear Jeff:

The attached invoice covers work on the project through September 2025. Work during this period included ongoing utility coordination for construction of Phase 1A as well as coordination for Phase 1B and 2, construction support services, and continued preliminary design for Phase 2 through Phase 4. We have also continued preliminary design for the storm water management on the Underberg parcel, continued coordination with Iowa DOT staff on the Categorical Exclusion documentation, and continued right-of-way acquisition within the Phase 3 and Phase 4 areas of the project.

An amendment for additional and out-of-scope services has been approved and this invoice includes previously held time associated with the PEL study, assessments, water study, Phase 1B design, and stormwater management design.

This amendment also transfers previously billed time associated with Division 3 ROW support to Division 1 to account for work associated with Waukee acquisitions, these show as credits in the Division 3 section of the invoice.

The attached invoice summary has been updated to reflect the approved amendment amounts. Please contact me with any questions.

Sincerely,

SNYDER & ASSOCIATES, INC.

A handwritten signature in blue ink that reads 'Nathan Carhoff'.

Nathan Carhoff, P.E.
Project Manager
Enclosure

Alice's Road Reconstruction
Invoice Summary and City Cost Sharing
Snyder Project #123.1396

	Division 1			Division 2			Division 3			Totals		
	Div. Total	Clive	Waukee	Div. Total	Clive	Waukee	Div. Total	Clive	Waukee	Contract Total	Clive	Waukee
		50%	50%		85%	15%		100%	0%			
Invoice #1	\$18,946.03	\$9,473.02	\$9,473.01	\$16,280.21	\$13,838.18	\$2,442.03	\$22,529.45	\$22,529.45	-	\$57,755.69	\$45,840.65	\$11,915.04
Invoice #2	\$28,684.50	\$14,342.25	\$14,342.25	\$7,782.19	\$6,614.86	\$1,167.33	\$17,857.06	\$17,857.06	-	\$54,323.75	\$38,814.17	\$15,509.58
Invoice #3	\$60,433.92	\$30,216.96	\$30,216.96	\$11,943.26	\$10,151.77	\$1,791.49	\$33,524.00	\$33,524.00	-	\$105,901.18	\$73,892.73	\$32,008.45
Invoice #4	\$69,319.72	\$34,659.86	\$34,659.86	\$25,690.00	\$21,836.50	\$3,853.50	\$41,203.75	\$41,203.75	-	\$136,213.47	\$97,700.11	\$38,513.36
Invoice #5	\$78,192.26	\$39,096.13	\$39,096.13	\$6,513.00	\$5,536.05	\$976.95	\$20,341.50	\$20,341.50	-	\$105,046.76	\$64,973.68	\$40,073.08
Invoice #6	\$62,476.47	\$31,238.24	\$31,238.23	\$5,482.00	\$4,659.70	\$822.30	\$22,602.00	\$22,602.00	-	\$90,560.47	\$58,499.94	\$32,060.53
Invoice #7	\$55,843.61	\$27,921.81	\$27,921.80	\$7,698.00	\$6,543.30	\$1,154.70	\$17,468.75	\$17,468.75	-	\$81,010.36	\$51,933.86	\$29,076.50
Invoice #8	\$67,906.96	\$33,953.48	\$33,953.48	\$7,708.75	\$6,552.44	\$1,156.31	\$14,652.25	\$14,652.25	-	\$90,267.96	\$55,158.17	\$35,109.79
Invoice #9	\$98,381.72	\$49,190.86	\$49,190.86	\$6,818.29	\$5,795.55	\$1,022.74	\$12,899.75	\$12,899.75	-	\$118,099.76	\$67,886.16	\$50,213.60
Invoice #10	\$94,579.84	\$47,289.92	\$47,289.92	\$810.00	\$688.50	\$121.50	\$27,251.85	\$27,251.85	-	\$122,641.69	\$75,230.27	\$47,411.42
Invoice #11	\$81,104.75	\$40,552.38	\$40,552.37	\$2,374.00	\$2,017.90	\$356.10	\$18,560.00	\$18,560.00	-	\$102,038.75	\$61,130.28	\$40,908.47
Invoice #12	\$10,604.50	\$5,302.25	\$5,302.25	\$74,324.00	\$63,175.40	\$11,148.60	\$73,158.50	\$73,158.50	-	\$158,087.00	\$141,636.15	\$16,450.85
Invoice #13	\$0.00	\$0.00	\$0.00	\$47,554.00	\$40,420.90	\$7,133.10	\$107,880.35	\$107,880.35	-	\$155,434.35	\$148,301.25	\$7,133.10
Invoice #14	\$0.00	\$0.00	\$0.00	\$1,760.00	\$1,496.00	\$264.00	\$18,330.25	\$18,330.25	-	\$20,090.25	\$19,826.25	\$264.00
Invoice #15	\$0.00	\$0.00	\$0.00	\$34,065.50	\$28,955.68	\$5,109.82	\$12,420.50	\$12,420.50	-	\$46,486.00	\$41,376.18	\$5,109.82
Invoice #16	\$0.00	\$0.00	\$0.00	\$31,418.00	\$26,705.30	\$4,712.70	\$49,567.00	\$49,567.00	-	\$80,985.00	\$76,272.30	\$4,712.70
Invoice #17	\$0.00	\$0.00	\$0.00	\$21,477.50	\$18,255.88	\$3,221.62	\$39,572.20	\$39,572.20	-	\$61,049.70	\$57,828.08	\$3,221.62
Invoice #18	\$155,852.88	\$77,926.44	\$77,926.44	\$31,330.00	\$26,630.50	\$4,699.50	\$108,522.52	\$108,522.52	-	\$295,705.40	\$213,079.46	\$82,625.94
Total Billed to Date	\$ 882,327.16	\$ 441,163.60	\$ 441,163.56	\$ 341,028.70	\$ 289,874.41	\$ 51,154.29	\$ 658,341.68	\$ 658,341.68	-	\$1,881,697.54	\$ 1,389,379.69	\$ 492,317.85
Total Contract	\$ 991,900.00	\$ 495,950.00	\$ 495,950.00	\$ 378,500.00	\$ 321,725.00	\$ 56,775.00	\$ 1,071,500.00	\$ 1,071,500.00	-	\$ 2,441,900.00	\$ 1,889,175.00	\$ 552,725.00

Memo

TO: Mayor Edwards, Clive City Council Members and
Matt McQuillen

FROM: Jeff May, Public Works Director

DATE: September 11, 2025

RE: Approve Pay Request #17 – Alice’s Road Reconstruction -
Phase 1- Design – Snyder & Associates - \$61,049.70



Public Works Department

At the January 11, 2024, City Council meeting, the Council approved a Professional Services Agreement with Snyder & Associates for the design of the Alice’s Road Reconstruction Project – Phase 1. The Alice’s Road Reconstruction Project includes 4 Phases. The phases are identified per the following:

Phase 1 is the reconstruction of Alice’s Road south of Douglas Parkway and is shared with Waukee on a 50/50 split.

Phase 2 is the reconstruction of the Alice’s Road and Douglas Parkway intersection and the completion of Douglas Parkway from Berkshire Parkway (including the intersection of Berkshire Parkway) to the west corporate limit. Waukee is responsible for 25% of the intersection and possibly some of the Douglas Parkway improvements west of Alice’s Road. Clive is responsible for 75% of the intersection, the improvements west of Alice’s Road, that are not Waukee’s responsibility and 100% of the improvements east of Alice’s Road. The division of responsibility for Phase 2 will be determined as the project design progresses.

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

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

The Professional Services Agreement (PSA) for Phase 1 includes the final design of Phase 1 plus the conceptual design of Phases 2-4. The design and conceptual design of the future phases will include the roadway, intersection configuration of all intersections, storm sewer, water, sanitary sewer, stormwater management, trails and aesthetics for the entire Alice’s Road corridor. In addition, the conceptual design will include the Douglas Parkway corridor from Berkshire Parkway, including the intersection of Berkshire Parkway, to the west corporate limit. The PSA

will also include work related to right-of-way and easement acquisition and assistance with finding and obtaining grants to assist with the cost of the project.

The PSA for Phase 1 is divided into 3 divisions. The first division includes the work from NE Horizon Drive in Waukee to just south of Douglas Parkway. Division 1 is split 50/50 with Wauke. Division 2 includes the work for the Douglas Parkway intersection and completion of Douglas Parkway in Clive. This Division will be split 85% Clive and 15% Waukee for billing purposes but will be reconciled when the work is complete based on the actual percentages attributed to each community. Division 3 is for work related to Phases 3 and 4 and is 100% Clive responsibility.

Staff recommends approval of Pay Request #17 in the amount of \$61,049.70, to Snyder & Associates, for professional services completed on the design for the Alice's Road Reconstruction – Phase 1 – Design.

Pay Request Summary

	<u>Clive</u>	<u>Waukee</u>	<u>Total</u>
Approved Agreement Amount (1/11/24)	\$ 1,522,135.00	\$ 414,865.00	\$ 1,937,000.00
Amendment #1 (9/11/25)			\$ 504,900.00
Current Agreement Amount	\$ 1,889,175.00	\$ 552,725.00	\$ 2,441,900.00
Division 1 Approved Agreement Amount	\$ 495,950.00	\$ 495,950.00	\$ 991,900.00
Pay Request #1 (02/22/24)	\$ 9,473.02	\$ 9,473.01	\$ 18,946.03
Pay Request #2 (03/14/24)	\$ 14,342.25	\$ 14,342.25	\$ 28,684.50
Pay Request #3 (04/11/24)	\$ 30,216.96	\$ 30,216.96	\$ 60,433.92
Pay Request #4 (05/23/24)	\$ 34,659.86	\$ 34,659.86	\$ 69,319.72
Pay Request #5 (06/13/24)	\$ 39,096.13	\$ 39,096.13	\$ 78,192.26
Pay Request #6 (07/25/24)	\$ 31,238.24	\$ 31,238.23	\$ 62,476.47
Pay Request #7 (08/08/24)	\$ 27,921.81	\$ 27,921.80	\$ 55,843.61
Pay Request #8 (09/12/24)	\$ 33,953.48	\$ 33,953.48	\$ 67,906.96
Pay Request #9 (10/10/24)	\$ 49,190.86	\$ 49,190.86	\$ 98,381.72
Pay Request #10 (11/14/24)	\$ 47,289.92	\$ 47,289.92	\$ 94,579.84
Pay Request #11 (12/12/24)	\$ 40,552.38	\$ 40,552.37	\$ 81,104.75
Pay Request #12 (03/27/25)	\$ 5,302.25	\$ 5,302.25	\$ 10,604.50
Pay Request #13 (05/22/25)	\$ 0.00	\$ 0.00	\$ 0.00
Pay Request #14 (06/12/25)	\$ 0.00	\$ 0.00	\$ 0.00
Pay Request #15 (07/10/25)	\$ 0.00	\$ 0.00	\$ 0.00
Pay Request #16 (08/14/25)	\$ 0.00	\$ 0.00	\$ 0.00
Pay Request #17 (09/11/25)	\$ -0.02	\$ 0.02	\$ 0.00
Pay Request #18 (08/14/25)	\$ 77,926.44	\$ 77,926.44	\$ 155,852.88
0.00 Amount Requested to Date – Division 1	\$ 363,237.14	\$ 363,237.14	\$ 882,327.16
Amount paid previously – Division 1	\$ 363,237.14	\$ 363,237.14	\$ 726,474.28
Amount due this pay request – Division 1	\$ 77,926.44	\$ 77,926.44	\$ 155,852.88
Amount remaining - Division 1	\$ 54,786.42	\$ 54,786.42	\$ 109,572.84
Division 2 Approved Agreement Amount	\$ 321,725.00	\$ 56,775.00	\$ 378,500.00
Pay Request #1 (02/22/24)	\$ 13,838.18	\$ 2,442.03	\$ 16,280.21
Pay Request #2 (03/14/24)	\$ 6,614.86	\$ 1,167.33	\$ 7,782.19
Pay Request #3 (04/11/24)	\$ 10,151.77	\$ 1,791.49	\$ 11,943.26

Pay Request #4 (05/23/24)	\$ 21,836.50	\$ 3,853.50	\$ 25,690.00
Pay Request #5 (06/13/24)	\$ 5,536.05	\$ 976.95	\$ 6,513.00
Pay Request #6 (07/25/24)	\$ 4,659.70	\$ 822.30	\$ 5,482.00
Pay Request #7 (08/08/24)	\$ 6,543.30	\$ 1,154.70	\$ 7,698.00
Pay Request #8 (09/12/24)	\$ 6,552.44	\$ 1,156.31	\$ 7,708.75
Pay Request #9 (10/10/24)	\$ 5,795.55	\$ 1,022.74	\$ 6,818.29
Pay Request #10 (11/14/24)	\$ 688.50	\$ 121.50	\$ 810.00
Pay Request #11 (12/12/24)	\$ 2,017.90	\$ 356.10	\$ 2,374.00
Pay Request #12 (03/27/25)	\$ 63,175.40	\$ 11,148.60	\$ 74,324.00
Pay Request #13 (05/22/25)	\$ 40,420.90	\$ 7,133.10	\$ 47,554.00
Pay Request #14 (06/12/25)	\$ 1,496.00	\$ 264.00	\$ 1,760.00
Pay Request #15 (07/10/25)	\$ 28,955.68	\$ 5,109.82	\$ 34,065.50
Pay Request #16 (08/14/25)	\$ 26,705.30	\$ 4,712.70	\$ 31,418.00
Pay Request #17 (09/11/25)	\$ 18,255.88	\$ 3,221.62	\$ 21,477.50
Pay Request #17 (10/23/25)	\$ 26,630.50	\$ 4,699.50	\$ 31,330.00
Total Requested to Date – Division 2	\$ 289,874.41	\$ 51,154.29	\$ 341,028.70
Amount paid previously – Division 2	\$ 263,243.91	\$ 46,454.79	\$ 309,698.70
Amount due this pay request – Division 2	\$ 26,630.50	\$ 4,699.50	\$ 31,330.00
Amount remaining - Division 2	\$ 31,850.59	\$ 5,620.71	\$ 37,471.30

Division 3 Approved Agreement Amount	\$ 1,071,500.00	\$ 0.00	\$ 1,071,500.00
Pay Request #1 (02/22/24)	\$ 22,529.45	\$ 0.00	\$ 22,529.45
Pay Request #2 (03/14/24)	\$ 17,857.06	\$ 0.00	\$ 17,857.06
Pay Request #3 (04/11/24)	\$ 33,524.00	\$ 0.00	\$ 33,524.00
Pay Request #4 (05/23/24)	\$ 41,203.75	\$ 0.00	\$ 41,203.75
Pay Request #5 (06/13/24)	\$ 20,341.50	\$ 0.00	\$ 20,341.50
Pay Request #6 (07/25/24)	\$ 22,602.00	\$ 0.00	\$ 22,602.00
Pay Request #7 (08/08/24)	\$ 17,468.75	\$ 0.00	\$ 17,468.75
Pay Request #8 (09/12/24)	\$ 14,652.25	\$ 0.00	\$ 14,652.25
Pay Request #9 (10/10/24)	\$ 12,899.75	\$ 0.00	\$ 12,899.75
Pay Request #10 (11/14/24)	\$ 27,251.85	\$ 0.00	\$ 27,251.85
Pay Request #11 (12/12/24)	\$ 18,560.00	\$ 0.00	\$ 18,560.00
Pay Request #12 (03/27/25)	\$ 73,158.50	\$ 0.00	\$ 73,158.50
Pay Request #13 (05/22/25)	\$ 107,880.35	\$ 0.00	\$ 107,880.35
Pay Request #14 (06/12/25)	\$ 18,330.25	\$ 0.00	\$ 18,330.25
Pay Request #15 (07/10/25)	\$ 12,420.50	\$ 0.00	\$ 12,420.50
Pay Request #16 (08/14/25)	\$ 49,567.00	\$ 0.00	\$ 49,567.00
Pay Request #17 (09/11/25)	\$ 39,572.20	\$ 0.00	\$ 39,572.20
Pay Request #18 (10/23/25)	\$ 108,522.52	\$ 0.00	\$ 108,522.52
Total Requested to Date – Division 3	\$ 658,341.68	\$ 0.00	\$ 658,341.68
Amount paid previously – Division 3	\$ 549,819.16	\$ 0.00	\$ 549,819.16
Amount due this pay request – Division 3	\$ 108,522.52	\$ 0.00	\$ 108,522.52
Amount remaining - Division 3	\$ 413,158.32	\$ 0.00	\$ 413,158.32
Total Amount Requested to Date	\$ 1,389,379.67	\$ 492,317.87	\$ 1,881,697.54
Total Amount Paid Previously	\$ 1,176,300.23	\$ 409,691.91	\$ 1,585,992.14
Total Amount due this pay request	\$ 213,079.46	\$ 82,625.94	\$ 295,705.40

Total Amount Remaining on Contract \$ 499,795.33 \$ 60,407.13 \$ 560,202.46

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



Memo

TO: Mayor and Council members

FROM: Jim Hagelie, Engineering Services Administrator

DATE: October 23, 2025

RE: Resolution Approving Contract - Citywide Curb and Gutter Repair Project - The Concrete Company - \$22,425.00

SYNOPSIS:

Quotes for the above referenced project were received on October 15, 2025. Work under this contract will complete spot replacement in areas where curb and gutter sections have failed or where the City intends to reclaim the curb section across private driveways. The listed quantities are an estimate to be used to establish unit prices for removal and replacement. This contract is being quoted with a predetermined amount of \$40,000 available for repairs through June 30, 2026.

A breakdown of the quotes received is as follows:

The Concrete Company	\$22,425.00
TK Concrete	\$32,500.00

At this time, staff would recommend awarding the contract to The Concrete Company in the amount of \$22,425.00.

Please feel free to contact me at 223-6231 prior to the meeting if you have any questions or would like to review the plans for the project.

Attachments:

1. Resolution
2. Concrete Company quote
3. TK Concrete quote

RESOLUTION NO. _____

RESOLUTION APPROVING CONTRACT FOR
CITYWIDE CURB AND GUTTER REPAIR PROJECT

WHEREAS, the estimated cost for the improvements associated with the Citywide Curb and Gutter Repair Project ("Project") was less than the \$62,000 threshold for obtaining competitive quotations for the Project; and

WHEREAS, notwithstanding that the Project was less than the threshold for obtaining competitive quotations for the Project, the City requested and obtain quotations from several parties for the cost of performing the Project; and

WHEREAS, the City received a quote from The Concrete Company to complete the work on the Project; and

WHEREAS, the City now desires to approve an agreement with The Concrete Company to perform work associated with the Project for a cost of \$22,425.00.

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

That the Mayor is hereby authorized and directed to execute an agreement with The Concrete Company for the performance of the work associated with the Project at a cost of \$22,425.00 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

**COMPETITIVE QUOTATION
CITYWIDE CURB AND GUTTER REPAIR PROJECT
CITY OF CLIVE**

Description of Public Improvement to be Performed Pursuant to this Solicitation. This project includes all labor, materials, equipment and supplies needed to remove and replace curb and gutter and driveway pavement at locations as directed by City staff.

Quoting Contractor's Price for Public Improvement. The Quoting Contractor agrees to perform all work necessary to complete the public improvement, as described above for and in consideration of the City's payment of the following prices which includes all labor, equipment, materials, and supplies required to perform the work and complete the improvements:

ITEM	DESCRIPTION	ESTIMATED UNITS	UNIT PRICE	AMOUNT
1.	Curb and Gutter, PCC, 24"	100.0 LF	\$ <u>75⁻</u>	\$ <u>7500⁻</u>
2.	Driveway, Paved, PCC, 6"	50.0 SY	\$ <u>75⁻</u>	\$ <u>3750⁻</u>
3.	Full Depth Patches, PCC, 8"	50.0 SY	\$ <u>135⁻</u>	\$ <u>6750⁻</u>
4.	Dowel Bars, Epoxy Coated, ¾"	100.0 Each	\$ <u>4.75</u>	\$ <u>475⁻</u>
5.	Tie Bars, Epoxy Coated, #4	100.0 Each	\$ <u>4.50</u>	\$ <u>450⁻</u>
6.	Temporary Traffic Control	1.0 LS	\$ <u>3500⁻</u>	\$ <u>3500⁻</u>
			QUOTE TOTAL	\$ <u>22,425⁻</u>

Quoting Contractor's Acknowledgements. The Quoting Contractor hereby acknowledges that the City of Clive (hereinafter City) reserves the right to:

1. Reject any or all competitive quotations. Award of the contract, if any, shall be made to the lowest responsive, responsible bidder.
2. Make such alterations in the contract documents or in the proposal quantities as it determines necessary in accordance with the contract documents after execution of the contract. Such alterations shall not be considered a waiver of any conditions of the contract documents and shall not invalidate any of the provisions thereof.

Quoting Contractor's Agreement. The Quoting Contractor hereby agrees:

1. To enter into a Contract with the City if this Competitive Quotation is selected in the form included in the RFQ.
2. To provide insurance in the form and limits required by the City.
3. To furnish a performance and payment bond upon execution of the contract in accordance with Chapter 573 of the Iowa Code, in the form acceptable to the City.
4. To commence work upon receipt of written Notice to Proceed.
5. To construct the work in accordance with the latest edition of Iowa Statewide Urban Standard Specifications for Public Improvements (SUDAS).
6. To comply with the following requirements with respect to sales tax: To not include sales tax in the bid. The City of Clive will distribute tax exemption certificates and authorization letters to the Contractor.

Identity of the Quoting Contractor.

The Concrete Company
Quoting Contractor's Name

PO Box 556
Street Address

Grimes Iowa 50111
City, State - Zip Code

515-314-5787
Telephone Number

Chad Klenglan / Chad K. [Signature] President
Name and Title of Quoting Contractor's Representative Authorized to Execute Quotation

Contractor's Public Registration Number, issued by the Iowa Commission of Labor as required by Section 91C.5 of the Iowa Code: C 1215-66

Quoting Contractor's Authorized Signature. This Competitive Quotation executed this 15 day of October, 2025, by The Concrete Co, the duly authorized representative of the Quoting Contractor.

[Signature]
Signature of Quoting Contractor's Authorized Representative

**COMPETITIVE QUOTATION
CITYWIDE CURB AND GUTTER REPAIR PROJECT
CITY OF CLIVE**

Description of Public Improvement to be Performed Pursuant to this Solicitation. This project includes all labor, materials, equipment and supplies needed to remove and replace curb and gutter and driveway pavement at locations as directed by City staff.

Quoting Contractor's Price for Public Improvement. The Quoting Contractor agrees to perform all work necessary to complete the public improvement, as described above for and in consideration of the City's payment of the following prices which includes all labor, equipment, materials, and supplies required to perform the work and complete the improvements:

ITEM	DESCRIPTION	ESTIMATED UNITS	UNIT PRICE	AMOUNT
1.	Curb and Gutter, PCC, 24"	100.0 LF	\$ 100	\$ 10,000
2.	Driveway, Paved, PCC, 6"	50.0 SY	\$ 100	\$ 5,000
3.	Full Depth Patches, PCC, 8"	50.0 SY	\$ 200	\$ 10,000
4.	Dowel Bars, Epoxy Coated, ¾"	100.0 Each	\$ 12.50	\$ 1,250
5.	Tie Bars, Epoxy Coated, #4	100.0 Each	\$ 12.50	\$ 1,250
6.	Temporary Traffic Control	1.0 LS	\$ 10,000	\$ 10,000
			QUOTE TOTAL	\$ 32,500

Quoting Contractor's Acknowledgements. The Quoting Contractor hereby acknowledges that the City of Clive (hereinafter City) reserves the right to:

1. Reject any or all competitive quotations. Award of the contract, if any, shall be made to the lowest responsive, responsible bidder.
2. Make such alterations in the contract documents or in the proposal quantities as it determines necessary in accordance with the contract documents after execution of the contract. Such alterations shall not be considered a waiver of any conditions of the contract documents and shall not invalidate any of the provisions thereof.

Quoting Contractor's Agreement. The Quoting Contractor hereby agrees:

1. To enter into a Contract with the City if this Competitive Quotation is selected in the form included in the RFQ.
2. To provide insurance in the form and limits required by the City.
3. To furnish a performance and payment bond upon execution of the contract in accordance with Chapter 573 of the Iowa Code, in the form acceptable to the City.
4. To commence work upon receipt of written Notice to Proceed.
5. To construct the work in accordance with the latest edition of Iowa Statewide Urban Standard Specifications for Public Improvements (SUDAS).
6. To comply with the following requirements with respect to sales tax: To not include sales tax in the bid. The City of Clive will distribute tax exemption certificates and authorization letters to the Contractor.

Identity of the Quoting Contractor.

Tk Concrete, Inc
Quoting Contractor's Name

1608 Fifield Road
Street Address

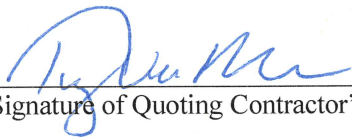
Pella, IA 50219
City, State - Zip Code

641-628-4590
Telephone Number

Tony Vermeer, President
Name and Title of Quoting Contractor's Representative Authorized to Execute Quotation

Contractor's Public Registration Number, issued by the Iowa Commission of Labor as required by Section 91C.5 of the Iowa Code: C0923-36

Quoting Contractor's Authorized Signature. This Competitive Quotation executed this 15th day of Oct, 2025, by Tony Vermeer, the duly authorized representative of the Quoting Contractor.


Signature of Quoting Contractor's Authorized Representative



Memo

TO: Mayor and Council members

FROM: Richard Brown, Leisure Services Director

DATE: October 23, 2025

RE: Resolution Approving Professional Services Agreement with Bryan Swanson for Winter 2025 Programming

SYNOPSIS:

Staff recommends approval of a contract agreement with Ryan Swanson, a local provider and expert in digital entertainment programming.

Ryan will be leading two programs for Clive, an art program that ties into the popular game Minecraft and a class that teaches participants how to put their passion into a YouTube channel. These classes will run in November and December with a cost of \$75 per session.

Staff is excited about this new relationship and the associated programming that will supplement our other recreation program offerings.

Attachments:

1. Resolution for Professional Services - Ryan Swanson
2. Agreement for Independent Contractor - Ryan Swanson
3. Independent Contractor Ryan Swanson Insurance

RESOLUTION NO. _____

**RESOLUTION APPROVING PROFESSIONAL SERVICES AGREEMENT WITH
RYAN SWANSON FOR WINTER 2025 PROGRAMMING**

WHEREAS, the City has a need for instructors with expertise in digital entertainment programming;

WHEREAS, the contractor will provide a service to the City, supplying programming, curriculum, and instructors/staffing; and

WHEREAS, the City is planning this agreement and the associated courses to supplement other recreation program offerings; and

WHEREAS, the City and Ryan Swanson both desire to enter a Professional Services Agreement to provide approximately two (2) months of programming.

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

1. That the Professional Services Agreement with Ryan Swanson regarding digital entertainment programming is hereby approved and accepted by this City Council and the Mayor is hereby authorized and directed to execute said agreement on behalf of the City; and the City Clerk is hereby authorized and directed to attest to the signature of the Mayor to same.

PASSED AND APPROVED this _____ day of _____ 2025.

John Edwards, Mayor

ATTEST:

Matthew Graham, City Clerk



AGREEMENT FOR INDEPENDENT CONTRACTOR SERVICES

This Agreement for Independent Contractor Services (Agreement) is made and entered into by and between the City of Clive (City) and ___Ryan Swanson___ (Contractor). City agrees to engage the services of Contractor and the Contractor agrees to perform services upon the terms and conditions of this Agreement.

SERVICES

Contractor and City have agreed to the following:

1. Contractor will develop a program(s) with the agreed title(s) of Minecraft Game Art Studio, and YouTube Creator and Shoutcasting.
2. Contractor will personally oversee the program and provide any necessary staff or volunteers.
3. Class sessions will run from 5:00pm-6:30pm on the following dates:
 - a. Minecraft Game Art Studio – T, Th – November 4, 6, 11, 13
 - b. YouTube Creator and Shoutcasting – T, Th – December 2, 4, 9, 11
4. Classes will be held on Teusdays and Thursdays at the Harbach Center - Community Room (8505 Harbach Blvd, Clive, Iowa).
5. Contractor's program will be included in the City's standard print, electronic and social media promotional platforms as appropriate.
6. City will administer the registration process and accept fees for Contractor's program.
7. City requires, and will perform, criminal background checks on Contractor, Contractor's staff and volunteers.
8. Contractor will provide City with completed Clive Background Check Authorization a minimum of one business day prior to change in staff of volunteers for program.
9. Upon completion of this agreement, Contractor will immediately return all keys/access cards to City.

COMMUNICATION

Contractor will communicate primarily with Jon Gibbs, Recreation Coordinator, (515) 490-7550, jgibbs@cityofclive.com) or his/her designee as the primary contact from City.

TERM & TERMINATION

The term of this Agreement shall commence upon execution of this Agreement and shall terminate upon the completion of the Services by Contractor, which will be approximately December 31, 2025, unless the term is extended by written consent of the parties or is earlier terminated by either party providing thirty (30) days prior written notice of termination to the other party. Upon termination, Contractor will stop its work in an orderly manner as soon as practical. City agrees to pay Contractor for all Services provided through the date of termination.

FEES, CHARGING, BILLING, & PAYMENT

Contractor and City have agreed to charge a registration fee of \$75.00 per participant for Minecraft Game Art Studio and YouTube Creator and Shoutcasting. The city will pay the contractor \$60 per registration. The city will provide a class roster and attendance roster on first class date. Contractor's registration fees shall be payable by City within 30 days from first class date.

INDEPENDENT CONTRACTOR

It is understood that in connection herewith, Contractor shall be acting as an independent contractor and shall act only in the capacity of Contractor and not as employee, officer or agent of City and will not be deemed for any purpose to be an employee of City. Neither party shall be authorized to commit or bind the other party in any manner. Contractor shall have no power or right to incur liabilities or obligation for, on behalf of, or in the name of City. City shall not be liable to Contractor for any expenses Contractor incurs unless otherwise agreed to in writing by the City. Contractor is not eligible for, nor entitled to, and shall not participate in any of City's pension, health, or other fringe benefits plans.

1. Contractor will perform a service to the citizens of Clive that would otherwise not be performed.
2. Contractor will have full authority to hire and supervise assistants and to purchase and use his/her own equipment in providing service. Profit or loss for the program will be under the Contractor's control.
3. Contractor may provide similar services for other Cities or citizens.
4. This relationship will end upon completion of services.
5. Contractor will set his/her own schedule, (other than previously agreed upon dates and times for program) and will determine how the services are performed in consultation with City representative.

Contractor will be responsible to pay all taxes incurred by Contractor in connection with the services provided herein. City will not be responsible for unemployment compensation or worker's compensation for Contractor.

The City will report payments to Contractor to the IRS as required by law. Contractor will provide IRS form W-9 to City when this Agreement is signed. If Contractor is unable to perform services required by this Agreement, Contractor will notify City at the earliest possible time.

BACKGROUND/CRIMINAL/DRUG CHECKS

All Contractors, Contractor's employees and Volunteers will submit to background and criminal checks upon completion of this Agreement. Failure to comply with the above or to pass within the City's standards will end this Agreement.

INSURANCE

Contractor shall maintain insurance coverage at its own expense, including general liability coverage and workers compensation if Contractor has employees.

INDEMNITY

Each party agrees to indemnify and hold the other party, and each of their officers, directors, employees, agents, contractors and representatives harmless from and against any and all losses, claims or damages (including reasonable attorney's fees and expenses) arising out of or relating to this Agreement.

ASSIGNMENT

This Agreement shall be binding upon each party. Neither party shall sell, assign, or subcontract any right or obligation hereunder without the prior written consent of the other party.

NOTICES

Any notices required or permitted hereunder shall be deemed given if contained in a written instrument delivered at the address set forth below.

SEVERABILITY

If any of the provisions of this Agreement are held to be invalid or unenforceable, the validity, legality and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby.

ENTIRE AGREEMENT

This Agreement constitutes the entire agreement with respect to its subject matter. This agreement cannot be amended, modified or supplemented in any respect except by the subsequent written agreement entered into by the parties.

GOVERNING LAW

This Agreement has been executed and delivered in the State of Iowa and the interpretation thereof shall be governed by the laws of the State of Iowa.

DISCRIMINATION

The Contractor, in performance of their service for City, shall comply with the City of Clive Anti-Discrimination Policy.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the ____ day of _____, _____.

City of Clive**Independent Contractor**

Print: _____

Print: _____ Ryan Swanson _____

Sign: _____

Sign: Ryan Swanson _____

Title: _____

1900 NW 114th Street
Clive, Iowa 50325Address: _____ 254 Sundance Rd. Sartell, MN 56377 _____

SSN/FEIN:

_____ 82-0866981 _____

Names of Contractor's Staff or Volunteers (if any)

_____ Hailey Daniels _____



AGREEMENT FOR INDEPENDENT CONTRACTOR SERVICES

This Agreement for Independent Contractor Services (Agreement) is made and entered into by and between the City of Clive (City) and ___Ryan Swanson___ (Contractor). City agrees to engage the services of Contractor and the Contractor agrees to perform services upon the terms and conditions of this Agreement.

SERVICES

Contractor and City have agreed to the following:

1. Contractor will develop a program(s) with the agreed title(s) of Minecraft Game Art Studio, and YouTube Creator and Shoutcasting.
2. Contractor will personally oversee the program and provide any necessary staff or volunteers.
3. Class sessions will run from 5:00pm-6:30pm on the following dates:
 - a. Minecraft Game Art Studio – T, Th – November 4, 6, 11, 13
 - b. YouTube Creator and Shoutcasting – T, Th – December 2, 4, 9, 11
4. Classes will be held on Teusdays and Thursdays at the Harbach Center - Community Room (8505 Harbach Blvd, Clive, Iowa).
5. Contractor's program will be included in the City's standard print, electronic and social media promotional platforms as appropriate.
6. City will administer the registration process and accept fees for Contractor's program.
7. City requires, and will perform, criminal background checks on Contractor, Contractor's staff and volunteers.
8. Contractor will provide City with completed Clive Background Check Authorization a minimum of one business day prior to change in staff of volunteers for program.
9. Upon completion of this agreement, Contractor will immediately return all keys/access cards to City.

COMMUNICATION

Contractor will communicate primarily with Jon Gibbs, Recreation Coordinator, (515) 490-7550, jgibbs@cityofclive.com) or his/her designee as the primary contact from City.

TERM & TERMINATION

The term of this Agreement shall commence upon execution of this Agreement and shall terminate upon the completion of the Services by Contractor, which will be approximately December 31, 2025, unless the term is extended by written consent of the parties or is earlier terminated by either party providing thirty (30) days prior written notice of termination to the other party. Upon termination, Contractor will stop its work in an orderly manner as soon as practical. City agrees to pay Contractor for all Services provided through the date of termination.

FEES, CHARGING, BILLING, & PAYMENT

SEVERABILITY

If any of the provisions of this Agreement are held to be invalid or unenforceable, the validity, legality and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby.

ENTIRE AGREEMENT

This Agreement constitutes the entire agreement with respect to its subject matter. This agreement cannot be amended, modified or supplemented in any respect except by the subsequent written agreement entered into by the parties.

GOVERNING LAW

This Agreement has been executed and delivered in the State of Iowa and the interpretation thereof shall be governed by the laws of the State of Iowa.

DISCRIMINATION

The Contractor, in performance of their service for City, shall comply with the City of Clive Anti-Discrimination Policy.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the ____ day of _____, _____.

City of Clive**Independent Contractor**

Print: _____

Print: _____ Ryan Swanson _____

Sign: _____

Sign: Ryan Swanson _____

Title: _____

1900 NW 114th Street
Clive, Iowa 50325

Address: _____ 254 Sundance Rd. Sartell, MN 56377 _____

SSN/FEIN:

_____ 82-0866981 _____

Names of Contractor's Staff or Volunteers (if any)

_____ Hailey Daniels _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/19/2025

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 Billmark's Lakes Area Insurance 913 Broadway Alexandria MN 56308		CONTACT NAME: Bradley Vickers PHONE (A/C, No, Ext): (320) 763-9022 E-MAIL ADDRESS: Bradley@billmarks.com FAX (A/C, No): (320) 763-3548	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Secura	
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES

CERTIFICATE NUMBER: CL2552308446

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 ☐ PROJECT ☐ LOC OTHER:	Y		CP3391692	06/20/2025	06/20/2026	EACH OCCURRENCE \$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000						
	MED EXP (Any one person) \$ 5,000						
	PERSONAL & ADV INJURY \$ 1,000,000						
							GENERAL AGGREGATE \$ 3,000,000
							PRODUCTS - COMPI/OP AGG \$ 3,000,000
							\$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$ ☐						EACH OCCURRENCE \$
							AGGREGATE \$
							\$
	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				PER STATUTE ☐ OTH-ER ☐
							E L EACH ACCIDENT \$
							E L DISEASE - EA EMPLOYEE \$
							E L DISEASE - POLICY LIMIT \$

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

CERTIFICATE HOLDER

CANCELLATION

COR Robotics LLC

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:

DATE: October 23, 2025

RE: Resolution Approving Professional Services Agreement With Central Iowa Officials LLC for Youth Basketball Officials

SYNOPSIS:

The Leisure Services Department operates one of the largest youth basketball leagues in the entire state of Iowa. Over 200 teams participate annually. League play takes place over 12 Sundays from November to February at 11 different sites in Clive, West Des Moines, and Waukee. Team registration has gained significant popularity in the past five years, and spots sell out quickly when registration opens in mid-August.

New in 2024 was a partnership with Horizon Events Center to conduct league play at their five courts. Clive staff appreciates the noticeable interior remodel work that has been completed. Those facility improvements better represent our Clive product when hosting league play at their facility.

Officials have been very hard to come by over the past decade. Central Iowa Officials have demonstrated their commitment to Clive league games for many years. Their familiarity with our league rules, coaches, on-time officials, a large pool of qualified officials, and overall positive representation of our program are significant benefits in choosing their services. They are the only local officials' association capable of handling our large volume of weekly games.

Pricing: \$80 per game. The said fee includes two officials per game and includes the standard assignor scheduling fee. This fee is in line with, and market-appropriate, for our league play and skill level. Simply stated, it's a very competitive market, with strong demand and limited supply of officials.

Staff recommends approval of this agreement. This agreement is a partnership with CIO. Much communication and cohesion must take place to make our Clive Youth Basketball League a success. We have a great track record of achieving this goal.

Attachments:

1. Resolution Approving Professional Services Agreement
2. Professional Services Agreement - Central Iowa Officials

RESOLUTION NO. _____

RESOLUTION APPROVING PROFESSIONAL SERVICES AGREEMENT WITH CENTRAL IOWA OFFICIALS, LLC FOR YOUTH BASKETBALL OFFICIALS

WHEREAS, the City has a responsibility to provide safe, fun, and affordable youth basketball activities;

WHEREAS, the contractor will provide a service to the City supplying officials for youth basketball games; and

WHEREAS, the City has been pleased with the performance of Central Iowa Officials, LLC. in the past; and

WHEREAS, the City and Central Iowa Officials, LLC both desire to enter a Professional Services Agreement to provide one (1) year of basketball officials services for the City of Clive youth basketball league games.

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

That the Professional Services Agreement with Central Iowa Officials, LLC regarding officials for City of Clive youth basketball league games and is hereby approved and accepted by this City Council and the Mayor is hereby authorized and directed to execute said agreement on behalf of the City; and the City Clerk is hereby authorized and directed to attest to the signature of the Mayor to same.

PASSED AND APPROVED this ____ day of _____, 2025.

By _____
John Edwards, Mayor

ATTEST:

Matthew Graham, City Clerk



AGREEMENT FOR INDEPENDENT CONTRACTOR SERVICES

This Agreement for Independent Contractor Services (Agreement) is made and entered into by and between the City of Clive (City) and Central Iowa Officials, LLC (Contractor) with an address of 5621 Woodreed Lane, Johnston, Iowa 50131. City agrees to engage the services of Contractor and the Contractor agrees to perform services upon the terms and conditions of this Agreement.

SERVICES

Contractor and City have agreed to the following:

1. Contractor will recruit, staff, provide, and supervise basketball officials/umpires for the City of Clive Youth Basketball League(s).
2. Contractor will personally oversee and supervise the umpires and provide necessary staffing.
3. Season dates are as followed (tentative):
 - a. Season 1: Nov 9-Dec 21
 - b. Season 2: Jan 4-Feb 15
 - c. 3-on-3 Tournament: TBD (Mid-March)
4. Games will operate from 11:30am-7:00pm start times on each season date listed above.
5. Games will be approximately forty-five (45) minutes in length (Including half-time).
6. Games will be played at Horizon Events Center, Valley High School, and various Waukee Schools.
7. City shall be responsible to provide necessary field and league schedules and coordinate with Contractor with appropriate scheduling needs.
8. City agrees to host one umpire organizational meeting at City facility (Harbach Center), free of charge, per year. The intent of this meeting is to assimilate City staff and provided umpires responsible for each game. Building location subject to availability.
9. Contractor agrees to provide TWO competent adult basketball officials per game (ONE official for 3-on-3 Tournament games). Officials will dress in a professional manner including: Black shorts or pants, black shoes, appropriate officials striped shirt, and whistle.

COMMUNICATION

Contractor will communicate primarily with Jeff Lucas, Manager, or Jon Gibbs, Recreation Coordinator, or their designee as the primary contact from City.

TERM & TERMINATION

The term of this Agreement shall commence upon execution of this Agreement and shall terminate upon the completion of the Services by Contractor, which will be approximately March 14, 2026 unless the term is extended by written consent of the parties or is earlier terminated by either party providing thirty (30) days prior written notice of

termination to the other party. Upon termination, Contractor will stop its work in an orderly manner as soon as practical. City agrees to pay Contractor for all Services provided through the date of termination.

FEES, CHARGING, BILLING, & PAYMENT

City agrees to pay a per game fee to Contractor of \$40.00 per official (TWO officials per court or \$80/game). Due to large volume of games and associated costs, City agrees to make every effort to pay Contractor before the season begins. In the event of game cancellation, Contractor agrees to reimburse City per game fee for each game cancelled, due thirty (30) days after last completed game of said season.

INDEPENDENT CONTRACTOR

It is understood that in connection herewith, Contractor shall be acting as an independent contractor and shall act only in the capacity of Contractor and not as employee, officer or agent of City and will not be deemed for any purpose to be an employee of City. Neither party shall be authorized to commit or bind the other party in any manner. Contractor shall have no power or right to incur liabilities or obligation for, on behalf of, or in the name of City. City shall not be liable to Contractor for any expenses Contractor incurs unless otherwise agreed to in writing by the City. Contractor is not eligible for, nor entitled to, and shall not participate in any of City's pension, health, or other fringe benefits plans.

1. Contractor will perform a service to the citizens of Clive that would otherwise not be performed.
2. Contractor will have full authority to hire and supervise assistants and to purchase and use his/her own equipment in providing service.
3. Contractor may provide similar services for other Cities or citizens.
4. This relationship will end upon completion of services.

Contractor will be responsible to pay all taxes incurred by Contractor in connection with the services provided herein. City will not be responsible for unemployment compensation or worker's compensation for Contractor.

The City will report payments to Contractor to the IRS as required by law. Contractor will provide IRS form W-9 to City when this Agreement is signed. If Contractor is unable to perform services required by this Agreement, Contractor will notify City at the earliest possible time.

INDEMNITY

Each party agrees to indemnify and hold the other party, and each of their officers, directors, employees, agents, contractors and representatives harmless from and against any and all losses, claims or damages (including reasonable attorney's fees and expenses) arising out of or relating to this Agreement

ASSIGNMENT

This Agreement shall be binding upon each party. Neither party shall sell, assign, or subcontract any right or obligation hereunder without the prior written consent of the other party.

NOTICES

Any notices required or permitted hereunder shall be deemed given if contained in a written instrument delivered at the address set forth below.

SEVERABILITY

If any of the provisions of this Agreement are held to be invalid or unenforceable, the validity, legality and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby.

ENTIRE AGREEMENT

This Agreement constitutes the entire agreement with respect to its subject matter. This agreement cannot be amended, modified or supplemented in any respect except by subsequent written agreement entered into by the parties.

GOVERNING LAW

This Agreement has been executed and delivered in the State of Iowa and the interpretation thereof shall be governed by the laws of the State of Iowa.

DISCRIMINATION

The Contractor, in performance of their service for City, shall comply with the City of Clive Anti-Discrimination Policy.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the 5TH day of OCTOBER 2025.

Mayor of Clive, Iowa

Print: _____

Sign: _____

Title: _____
1900 NW 114th Street
Clive, Iowa 50325

Independent Contractor

Print: CENTRAL IOWA OFFICIALS, LLC
JEFF HOLDORF

Sign: 

Address: 5621 WOODREED LANE
JOHNSTON, IA 50131

SSN/FEIN: 20-5687764



Memo

TO: Mayor and Council members

FROM: Jeff Lucas, Recreation Manager

DATE: October 23, 2025

RE: Resolution Approving Grant Application for Clive Community Foundation - Harbach Center MultiBall Interactive Wall

SYNOPSIS:

Staff recommends approval of a \$5,000 Clive Community Foundation grant application. Funds will be used to purchase a MultiBall Interactive Play Wall to be installed at Harbach Center.

The projector displays games onto a frame fixed to a wall. The Play Wall offers diverse games for all ages, incorporating coordination and fitness. The games interact with real balls, rackets, and body movements, bringing a healthy twist to digital entertainment. The equipment will be installed within the Recreation Bay and available during public hours and during private rentals.

Total Project Cost: \$20,755.44

City of Clive funding: \$10,755.44

Clive Community Foundation application: \$5,000

Dallas County Foundation: \$5,000

Attachments:

1. Resolution Approving CCF Grant Application - \$5,000 - Clive Parks and Recreation

RESOLUTION NO. _____

RESOLUTION APPROVING CLIVE COMMUNITY FOUNDATION GRANT
APPLICATION RELATING TO CLIVE PARKS AND RECREATION DEPARTMENT

WHEREAS, the City Council of the City of Clive (the “city”) desires to apply for a Clive Community Foundation grant relating to funding for the purchase of a MultiBall Interactive Play Wall to be used at Harbach Center; and

WHEREAS, the Clive Community Foundation grant application must be executed on behalf of the City.

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

That the City approves the submission of an application for a Clive Community Foundation grant for \$5,000 in funding to purchase the MultiBall Interactive Play Wall; the Mayor or his designee is hereby authorized and directed to execute said application on behalf of the city to evidence such approval; and City staff are authorized to file the grant application with Clive Community Foundation.

PASSED AND APPROVED this 23rd day of October, 2025.

By _____
John Edwards, Mayor

ATTEST:

Matthew Graham, City Clerk



Memo

TO: Mayor and Council members

FROM: Jeff Lucas, Recreation Manager

DATE: October 23, 2025

RE: Resolution Approving Grant Application for Dallas County Foundation - Harbach Center MultiBall Interactive Wall

SYNOPSIS:

Staff recommends approval of a \$5,000 Dallas County Foundation grant application. Funds will be used to purchase a MultiBall Interactive Play Wall to be installed at Harbach Center.

The projector displays games onto a frame fixed to a wall. The Play Wall offers diverse games for all ages, incorporating coordination and fitness. The games interact with real balls, rackets, and body movements, bringing a healthy twist to digital entertainment. The equipment will be installed within the Recreation Bay and available during public hours and during private rentals.

Total Project Cost: \$20,755.44

City of Clive funding: \$10,755.44

Clive Community Foundation application: \$5,000

Dallas County Community Foundation: \$5,000

Attachments:

1. Resolution Approving Dallas County Foundation Grant Application - \$5,000 - Clive Parks and Recreation

RESOLUTION NO. _____

RESOLUTION APPROVING DALLAS COUNTY FOUNDATION GRANT APPLICATION
RELATING TO CLIVE PARKS AND RECREATION DEPARTMENT

WHEREAS, the City Council of the City of Clive (the “city”) desires to apply for a Dallas County Foundation grant relating to funding for the purchase of a MultiBall Interactive Play Wall to be used at Harbach Center; and

WHEREAS, the Dallas County Foundation grant application must be executed on behalf of the City.

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

That the City approves the submission of an application for a Dallas County grant for \$5,000 in funding to purchase the MultiBall Interactive Play Wall; the Mayor or his designee is hereby authorized and directed to execute said application on behalf of the city to evidence such approval; and City staff are authorized to file the grant application with Dallas County Foundation.

PASSED AND APPROVED this 23rd day of October, 2025.

By _____
John Edwards, Mayor

ATTEST:

Matthew Graham, City Clerk



Memo

TO: Mayor and Council members

FROM: Amanda Grutzmacher, Senior Planner

DATE: October 23, 2025

RE: Resolution approving Emerald Isle Townhomes Plat 1 Final Plat

SYNOPSIS:

Staff recommends approval of the Final Plat of Emerald Isle Townhomes Plat 1 and associated easements and agreements.

Attachments:

1. Final Plat
2. Agreement to Complete
3. Declaration of Covenants
4. Utility Connection Fee Agreement
5. Sheridan Avenue and Linear Parkway Maintenance Agreement 20250728
6. Resolution

EMERALD ISLE TOWNHOMES PLAT 1
FINAL PLAT

INDEX LEGEND

LOCATION:
SW1/4 SECTION 25-79-26
LOTS 5,6,7,8 EMERALD ISLE PLACE

OWNER/PREPARED FOR:
EMERALD ISLE LAND, LLC
1705 S 42ND STREET
WEST DES MOINES, IA 50265

PREPARED BY:
LARRY HYLER PLS
BISHOP ENGINEERING
3501 104TH ST
URBANDALE, IA 50322

PROPERTY DESCRIPTION:

COMPILATION OF:
WARRANTY DEED IN BOOK 627 AT PAGE 84
AFFIDAVIT IN BOOK 2008 AT PAGE 15556
WARRANTY DEED IN BOOK 2002 AT PAGE 4415
ACQUISITION PLAT IN DEED IN BOOK 2004 AT PAGE 3713

LOTS 5, 6, 7, AND A PART OF LOT 8, EMERALD ISLE PLACE, AN OFFICIAL PLAT, CLIVE, DALLAS COUNTY, IOWA: THE SOUTH 50.00 FEET OF ABANDONED RAILROAD RIGHT OF WAY NORTH OF AND ADJACENT TO SAID LOTS 5 THROUGH 8; AND A PORTION OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 25, TOWNSHIP 79 NORTH, RANGE 26 WEST OF THE 5TH P.M., DALLAS COUNTY, IOWA, ALL DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF LOT 5 OF SAID EMERALD ISLE PLACE; THENCE N89°52'35"W ALONG THE SOUTH LINE OF SAID LOTS 5, 6, 7, AND 8, A DISTANCE OF 359.83 FEET TO THE EAST RIGHT OF WAY LINE OF NW 156TH STREET AS IT IS PRESENTLY ESTABLISHED; THENCE N00°16'58"E ALONG THE EAST RIGHT OF WAY LINE OF SAID NW 156TH STREET, A DISTANCE OF 178.19 FEET; THENCE N05°48'13"E ALONG THE EAST RIGHT OF WAY LINE OF SAID NW 156TH STREET, A DISTANCE OF 176.67 FEET; THENCE N00°15'20"E ALONG THE EAST RIGHT OF WAY LINE OF SAID NW 156TH STREET, A DISTANCE OF 153.13 FEET; THENCE S00°16'58"W ALONG THE EAST LINE OF SAID LOT 5 AND ITS NORTHERLY EXTENSION, A DISTANCE OF 499.22 FEET TO THE POINT OF BEGINNING. SUBJECT TO AND TOGETHER WITH ANY AND ALL EASEMENTS AND RESTRICTIONS OF RECORD. SAID TRACT CONTAINS 4.12 ACRES (179,250 SQUARE FEET)

SURVEY NOTES:

THIS PLAT HAS AN ERROR OR CLOSURE OF LESS THAN 1.0 FEET IN 10,000.0 FEET. EACH LOT WITHIN THIS PLAT HAS AN ERROR OF CLOSURE OF LESS THAN 1.0 FEET IN 5,000.0 FEET.

ALL CORNERS HAVE BEEN PLACED WITH A 3/4 INCH IRON PIPE UNLESS NOTED OTHERWISE. ALL CORNERS PLACED HAVE A YELLOW PLASTIC IDENTIFICATION CAP NO. 14775.

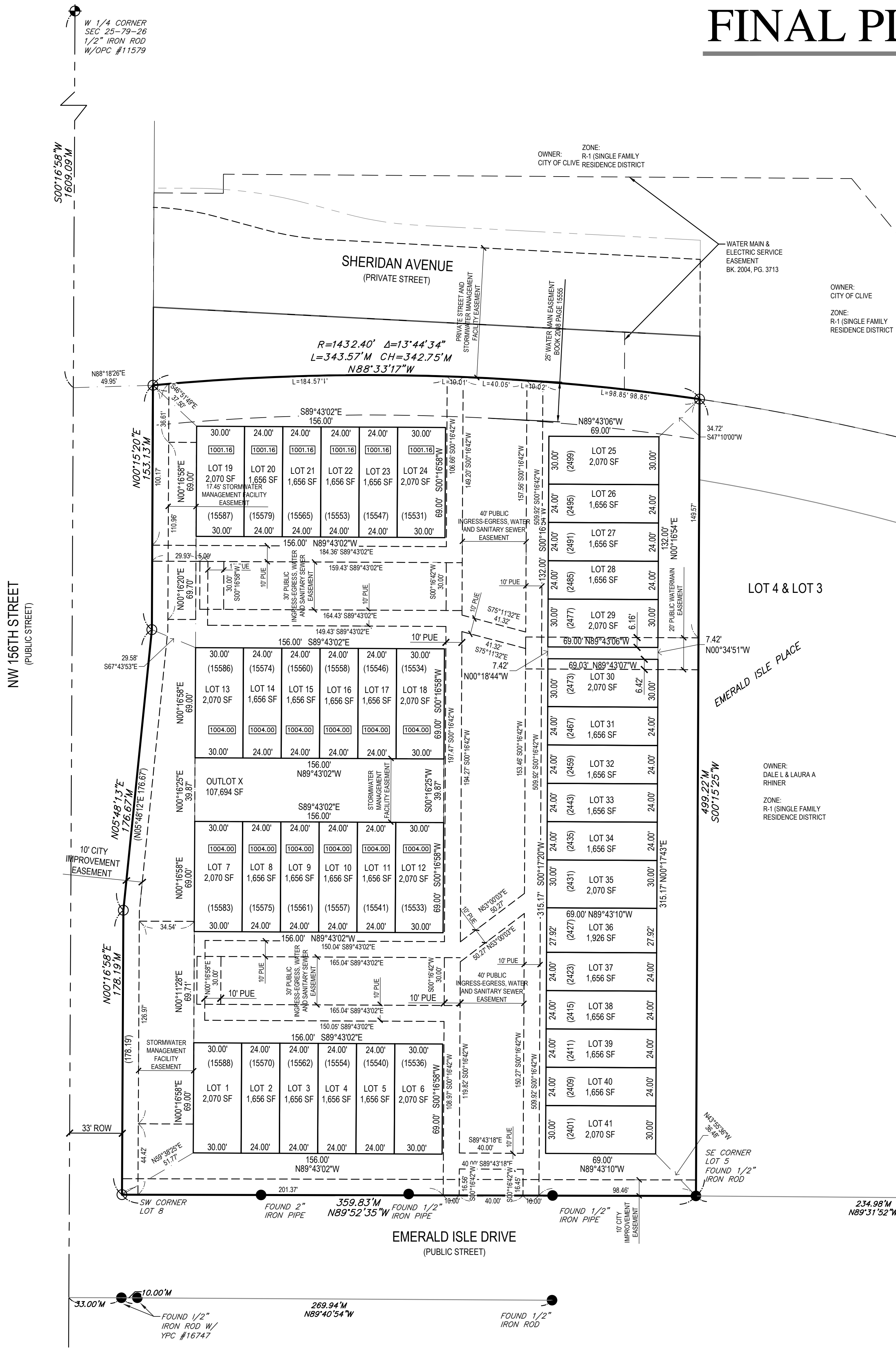
ALL BEARINGS ARE BASED ON AN ASSUMED MERIDIAN FOR COMPUTATION PURPOSES

ZONING:

INFORMATION OBTAINED FROM CITY OF CLIVE ZONING MAP
EXISTING: PUD ORDINANCE #1118 ADOPTED 4/25/2022

FOR AN OFFICIAL ZONING REPORT PLEASE CALL CITY OF CLIVE AT 515-223-6231

OWNER:
CHURCH AT
DEERFIELD POINT LLC
ZONE:
C-4 (COMMERCIAL
DISTRICT)



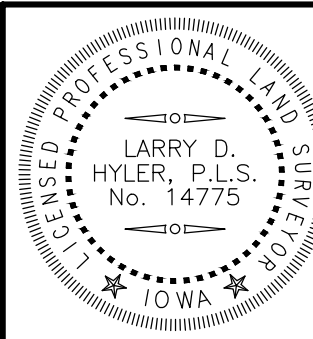
ABBREVIATIONS:

AC ACRES
PUE PUBLIC UTILITY EASEMENT
TYP TYPICAL
N NORTH
S SOUTH
E EAST
W WEST
OPC ORANGE PLASTIC CAP
YPC YELLOW PLASTIC CAP
MPE MINIMUM PROTECTION ELEVATION
SF SQUARE FOOTAGE
POB POINT OF BEGINNING
POC POINT OF COMMENCEMENT

LEGEND:

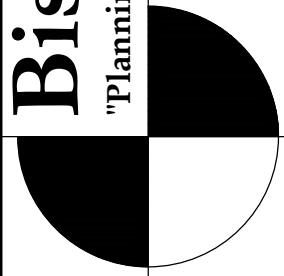
● PROPERTY CORNER - FOUND AS NOTED
○ PROPERTY CORNER - PLACED 3/4" IRON PIPE WITH YELLOW PLASTIC CAP ID #14775
⊗ SECTION CORNER - FOUND AS NOTED
✕ CUT "X" IN PAVEMENT
○ ADDRESS
1000.00 MINIMUM PROTECTION ELEVATION (MPE)

GRAPHIC SCALE



I HEREBY CERTIFY THAT THIS LAND SURVEYING DOCUMENT WAS PREPARED AND THE RELATED SURVEY WORK WAS PERFORMED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL LAND SURVEYOR UNDER THE LAWS OF THE STATE OF IOWA.
SIGNED: PRELIMINARY DATE: 6-16-2025
LARRY D. HYLER, P.L.S. 14775
LICENSE RENEWAL DATE: DEC. 31, 2026
PAGES OR SHEETS COVERED BY THIS SEAL: 1 OF 1

Bishop Engineering
"Planning Your Successful Development"



3501 104th Street
Des Moines, Iowa 50322-3825
Phone: (515)276-0467 Fax: (515)276-0217
Established 1959

EMERALD ISLE TOWNHOMES
CLIVE IOWA

REFERENCE NUMBER:

DRAWN BY:
LH, BK

CHECKED BY:
LH

REVISION DATE:
07/22/2022
08/14/2024
06/19/2025
07/03/2025

PROJECT NUMBER:
200444

SHEET NUMBER:

1 OF 1

FINAL PLAT

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

**AGREEMENT TO COMPLETE PUBLIC
IMPROVEMENTS – EMERALD ISLE TOWNHOMES PLAT 1**

THIS AGREEMENT made and entered into as of the ____ day of October 2025, by and between Emerald Isle Land, LLC ("Developer"), and the City of Clive, Iowa, an Iowa municipal corporation ("Clive").

WHEREAS, Developer has submitted to Clive a final plat entitled Emerald Isle Townhomes Plat 1 ("Plat") for its consideration and approval; and

WHEREAS, Chapter 354 of the Iowa Code provides that Clive may require Developer to bring all streets to a grade acceptable to the City Council and may also require the installation of sidewalks, paving, sewers, water, gas and electric utilities before the Plat is approved; and

WHEREAS, certain such public improvements have not yet been completed by Developer to the satisfaction of Clive; and

WHEREAS, Developer is desirous of installing such public improvements in accordance with the regulations and requirements of Clive and is desirous of having said Plat finally approved by Clive prior to completion of said improvements subject to the terms and conditions of this Agreement; and

WHEREAS, Clive is desirous of granting final approval of said Plat subject to the terms and conditions of this Agreement.

NOW, THEREFORE, for and in consideration of Clive granting final approval of the Plat and in further consideration of the mutual promises and covenants herein contained, the parties hereto do hereby agree as follows:

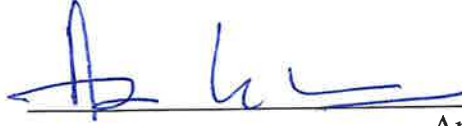
1. Clive hereby acknowledges that the Developer has completed the work specified in the approved construction plans and drawings for the Plat including the installation of the water, sanitary sewer and storm sewer lines and pavement (collectively, the "Improvements"), with the exception of the items listed on Exhibit A. All items listed in Exhibit A work shall be performed in accordance with Clive specifications and shall be completed prior to December 1, 2025.
2. Developer agrees to pay to Clive upon receipt of a bill therefor, an amount equal to all actual costs incurred by the City of Clive for legal services, engineering services and services of other persons or entities employed by the City, or any way involved in, the review and inspection of said Plat and public utility extensions contemplated thereby including but not limited to streets, sidewalks, water lines, sanitary sewer lines, storm sewer lines, street lights, electrical lines, gas lines, cablevision lines, telephone lines, water retention areas and all other improvements intended for public use or benefit or to be constructed or caused to be constructed by Developer.
3. Developer, in order to secure the full and timely completion of the Improvements as defined in paragraph 1 and to secure the payments referred to in paragraph 2 above, hereby delivers unto Clive a bond or certified check in the amount of \$173,250 for all Improvements, which bond or check may be cashed or drawn upon by Clive, in order to complete the Improvements, in the event of a breach of this Agreement by Developer.
4. Developer further agrees that at the time the public improvements are accepted, Developer shall cause 4-year maintenance bonds to be issued to the City in connection with the Improvements defined in paragraph 1.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written.

(REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS.)

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

EMERALD ISLE LAND, LLC



Arun Kalra

STATE OF IOWA)
) ss:
COUNTY OF Polk)

This record was acknowledged before me this 17th day of October, 2025, by Arun Kalra as managing member of Emerald Isle Land, LLC.



Notary Public in and for the State of Iowa

My Commission expires: 05/09/2027

CITY OF CLIVE, IOWA

By _____
John Edwards, Mayor

ATTEST:

Matthew D. Graham, City Clerk

STATE OF IOWA)
) SS
COUNTY OF POLK)

On this ____ day of _____, 2025, before me, _____, a Notary Public in and for the State of Iowa, personally appeared John Edwards and Matthew D. Graham, to me personally known, and, who being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Clive, Iowa; that the seal affixed to the foregoing instrument is the corporate seal of the corporation; and that the instrument was signed and sealed on behalf of the corporation, by authority of its City Council, as contained in Resolution No. _____ adopted by the City Council, under Roll Call of the City Council on the ____ day of _____, 2025, and that John Edwards and Matthew D. Graham acknowledged the execution of said instrument to be their voluntary act and deed and the voluntarily act and deed of the corporation, by it voluntarily executed.

Notary Public in and for the State of Iowa

My commission expires:_____

EXHIBIT "A"

PUNCH LIST

A walk-through inspection of the public improvements was held on September 18, 2025 with representatives from Clive Public Works (Jim Hagelie, Jerry Freestone, Rai Tokuhisa), Rognes Corporation (Warren Rognes, Cody Rognes) and the Developer (Arun Kalra, Paul Harless) in attendance.

Public utilities and sidewalks on the entire site were inspected. There are seven total buildings proposed on the site. At the time of this walk through, two buildings in the southwest corner of the site are nearing completion. These buildings and punch list items related to work around these buildings are referred to as Phase 1 construction. Future phases will complete the remainder of the proposed site plan over time.

1. Perform general site cleanup including removal of all debris/concrete piles, form boards, trash, etc.
2. Clean all streets free of mud, sediment, and debris.
3. Re-install erosion control baskets in all intake structures after cleaning.
4. Remove chains from all fire hydrants.
5. Public Works staff will field verify that water main locate wires and Triview boxes have been installed correctly and that the mains can be located.
6. Install rodent guards on the subdrain connections to Storm Intake #7 on Sheridan Avenue.
7. Construct the receiving curb ramp on the west side of NW 156th Street at the Sheridan Avenue intersection. Bishop Engineering is aware of and working on the necessary design revisions at this location.
8. Construct the receiving curb ramp on the north side of Sheridan Avenue extension.
9. Contact MidAmerican Energy regarding installation of a guy wire extension bar on one of their poles adjacent to NW 156th Street. The guy wire in its existing state interferes with pedestrian movements. The pole in question is approximately 200 feet south of the Sheridan Avenue centerline.
10. Complete installation of sidewalk recreation trail along Sheridan Avenue extension east of private drive.
11. Backfill all sidewalks and shared use paths. Topsoil requirements include 4% organic content and a pH of 6.0 to 8.0. Additional specific topsoil requirements for the site were forwarded to the developer via separate e-mail from the Water Resources Engineer.
12. Staff have concerns with the finish grading required between front of sidewalk and back of curb along certain sections of NW 156th Street. Elevation differences appear to be around 3.5 feet and may require a retaining wall or fall protection; staff will reevaluate when grading has been completed.
13. Staff have similar concerns with the finish grading required between front of sidewalk and back of curb at one light pole location on Emerald Isle Drive. The elevation difference at

this location appears to be around 2.0 feet and may require a retaining wall or fall protection; staff will reevaluate when grading has been completed.

14. Backfill the Phase 1 driveways and adjust curb stops to finish grade.
15. Contact MetroNet for final adjustment of the utility box in the northwest quadrant of the private drive intersection with Emerald Isle Drive.
16. Adjust the water valve box in the northeast quadrant of the private drive intersection with Emerald Isle Drive to finished grade.
17. Install 6' wooden privacy fence on east property line, as shown on site plan.
18. Install no parking signs on the east side of NW 155th Street.
19. Construct the Phase 1 bioretention cell between the finished units and NW 156th Street in accordance with the detail on Sheet C6.1 of the plans. Please contact the Water Resources Engineer prior to construction to coordinate inspection needs.
20. Complete sod installation associated with NW 156th Street sidewalk improvements, Sheridan extension improvements, and Emerald Isle Drive sidewalk improvements.
21. Complete construction and installation of park improvements in-lieu of parkland dedication consistent with Sheet C5.2.
22. Complete construction activities and establish permanent vegetation in the detention basin area consistent with Sheet C3.2.
23. Submit As-builts including utilities and all appurtenances, Sheridan Avenue extension, stormwater facilities grades, and curb ramps.
24. Submit 4-year maintenance bonds for public improvements.

PREPARED BY AND RETURN TO:
Kyle Kruidenier
Sullivan & Ward, P.C.
6601 Westown Parkway, Suite 200
West Des Moines, IA 50266
515-244-3500

**DECLARATION
OF COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR
EMERALD ISLE TOWNHOME OWNERS ASSOCIATION, INC.**

THIS DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS, (hereafter "Declaration") made on the date hereinafter set forth by **EMERALD ISLE TOWNHOME OWNERS ASSOCIATION, INC.**, hereinafter referred to as "**Association.**"

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in the City of Clive, County of Dallas, State of Iowa, which is more particularly described as follows:

Lots 1 – 41, EMERALD ISLE TOWNHOMES PLAT 1, an Official Plat in the City of Clive, Dallas County, Iowa;

AND

Outlot X, EMERALD ISLE TOWNHOMES PLAT 1, an Official Plat in the City of Clive, Dallas County, Iowa;

NOW, THEREFORE, "Declarant" hereby declares that all of the Property deccribed above shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions which are for the purpose of protecting the value and desirability of said Property. This Declaration shall run with the Property and be binding on all parties having any right, title, or interest in the described Property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I - DEFINITIONS

Section 1. "Association" shall mean and refer to **Emerald Isle Townhome Owners Association, Inc.**, its successors and assigns.

Section 2. "Owner" shall mean and refer to the record Owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, except that a vendee in possession under a recorded contract of sale of any Lot shall be considered the Owner instead of the contract seller. Those having an interest merely as security for the performance of an obligation shall not be considered an "Owner".

Section 3. "Properties" shall mean and refer to that certain real property hereinbefore described, and such additional real property which includes Lots as may hereafter become subject by covenants of record to assessment by the Association or hereafter become Common Area.

Section 4. "Common Area" shall mean all real property except Lots 1 through 41 in Emerald Isle Townhome Owners Association, Inc. (including the improvements thereon) owned by the Association for the common use and enjoyment of the Owners. The Common Area shall be all portions of the Properties which are not included within a Lot (including paving, sewers and utilities located in the Common Area) and not included within property owned by a municipality or municipal agency.

Section 5. "Lot" shall mean and refer to the numbered Lots as shown upon any recorded subdivision plat within the Properties. In the event any part of the Properties is replatted and a subsequent subdivision plat is recorded, then "Lot" shall refer to the numbered Lots shown on such replatting and such subsequently recorded subdivision plat. In no event shall "Lot" include any Common Area.

Section 6. "Linear Parkway" shall have the same meaning as in the "Sheridan Avenue Private Drive and Linear Parkway Maintenance Agreement, recorded in the records of the Dallas County Recorder in Book 2025 at Page _____, on or about _____, 2025.

Section 7. "Declarant" shall mean and refer to "Emerald Isle Land, LLC", its successors and assigns if such successors or assigns should acquire more than one unoccupied Lot from Declarant for the purpose furthering the development.

Section 8. "Association Responsibility Elements" shall mean the following, whether located upon a Lot or upon the Common Area:

- (a) The exterior surface of a Unit upon a Lot, excluding windows, decks, patios, entry doors, garage doors and electric door openers.
- (b) The structural portion of the residential structure upon a Lot.
- (c) The roof, gutters, downspouts, foundations of a residential structure upon a Lot.
- (d) Any common wall between Units upon Lots, including any utilities or pipes within the common walls, and except the interior surfaces thereof.
- (e) Driveways and sidewalks.
- (f) Any fence constructed by the Declarant or Association and owned by the Association.
- (g) Conduits, ducts, plumbing, wiring, pipes and other facilities within the Lot but outside a residential structure which are carrying any service to more than one Lot.
- (h) Street sign owned by the Association including signs located on property owned by the City of Clive.
- (i) The yards surrounding the Units, excluding trees and shrubbery on Lots, and including the yard, trees and shrubbery on any Common Area and any watering system installed on the Common Areas and any Lots, and the sidewalks and property located between a street and the abutting Lot.
- (j) High speed internet for each unit with minimum upload/download speeds of 100 mbs.
- (k) Snow removal from driveway and Association streets.
- (l) Mowing and maintenance of grass areas.
- (m) Items as provided in the "Sheridan Avenue Private Drive and Linear Parkway Maintenance Agreement, recorded in the records of the Dallas County Recorder in Book 2025 at Page _____, on or about _____, 2025.

Section 9. "Unit" or "Residential Structure" means and refers to any portion of a Building situated upon a Lot and designated and intended for use and occupancy as a residence by a single family.

ARTICLE II - PROPERTY RIGHTS AND MAINTENANCE

Section 1. Owners' Easements of Enjoyment. Every Owner shall have a non-inclusive right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the right of the Declarant or Association to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by a majority of the members entitled to vote has been recorded.

Section 2. Delegation of Use. Any Owner may delegate, in accordance with the Bylaws of the Association, his or her right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or any guests of either.

Section 3. Association Responsibility Elements. No person other than the Owner of a Lot and his or her invitees shall have the right to enter upon, use or affect an Association Responsibility Element located within a Lot, except that the Association and its designates may enter upon and within a Lot and the Unit located thereon at reasonable times for the following purposes:

- (a) Installation, repair, removal, replacement or inspection of an Association Responsibility Element.
- (b) Enforcement of any provision of this Declaration or the Articles of Incorporation or the Bylaws of the Association.
- (c) Mowing and maintenance of grass areas, except for plants and flowers.
- (d) Snow removal.

Section 4. Maintenance by Owners. The Owner of each Lot shall furnish and be responsible for, at his or her own expense, all maintenance and repairs of his or her Unit and all structures, improvements, and equipment located therein, including decorating and replacement within the Unit, including the heating and air conditioning systems and any partitions and interior walls within the Unit, but except for the Association Responsibility Elements and common elements. Each Owner shall be responsible for the maintenance, repair, and replacement of all windows in the Unit, and doors leading into the Unit.

Section 5. Maintenance of Driveways. The Association shall be responsible for the maintenance, including snow removal, repair, and repaving of all driveways and for the maintenance and repair of any pedestrian walkways or sidewalks constructed or to be constructed

within the Properties for the benefit of all Owners of Lots. Driveways shall be maintained at all times in such manner as to provide ingress and egress, both pedestrian and vehicular, from each Lot to and from streets and highways.

Section 6. Maintenance of Landscaping.

Landscaping will be installed on the Properties in accordance with the site plan approved by the City of Clive (hereinafter referred to as "Site Plan"). All landscaping areas shown on the site plan shall be maintained by the Association. No landscaping elements shall be removed unless diseased or substantially damaged by wind, lightning, or other natural forces. All diseased or substantially damaged landscaping elements, plantings, or materials shall be promptly replaced with reasonably comparable quality of plating and materials as that shown on the approved Site Plan. All lawn areas located in any Outlots and all shrubs and trees located thereon, which are installed by the Declarant, its successors and assigns, shall be maintained, mowed and trimmed on a regular basis.

Section 7. Maintenance of Improvements.

All of the structures, fences, walls, and other improvements constructed in accordance with the approved Site Plan, and all fences owned by the Association located on any privately owned Lots shall be maintained, repaired and replaced by the Association. Any lighting installed by the Declarant, its successors and assigns shall be maintained in good operating order by the Association.

Section 8. No Nuisance.

The Association shall not allow any of the improvements owned by the Association located on any part of the property to become a nuisance through lack of repair, maintenance, or replacement. Likewise, an Owner shall not allow any improvements on the individual Lots to become a nuisance through lack of repair, maintenance or replacement. In the event the Association deems a nuisance to exist, the Association may give an Owner written notice demanding that the nuisance be eliminated within a forty-five (45) day period. In the event the nuisance is not eliminated by the Owner within said period of time, the Association may remedy or otherwise eliminate the nuisance and assess reasonable costs, including attorney fees, for such remedy or elimination of said nuisance to the Owner of the offending Lot.

In the event that the need for maintenance and repairs is caused through the willful or negligent act of any Owner, or of any Owner's family, guests, invitees, agents, or contractors, then the cost of such maintenance repairs shall be added to and automatically become a part, without further action by the Association, of the assessments to which such Lot is subject.

ARTICLE III - MEMBERSHIP AND VOTING RIGHTS

Section 1. Membership. Every Owner of a Lot which is subject to assessment shall be a member of the Association. Membership is mandatory and shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

Section 2. Voting. All Owners shall be entitled to one vote in the Association for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

Section 3. Suspension of Voting Rights. The Association shall suspend the voting rights of any member for any period of time during which any assessment hereunder against the member's Lot remains unpaid and for other violations of terms and conditions of this Declaration, the Bylaws of the Association or of the rules and regulations promulgated by the Association.

Section 4. Association Management. The Association shall be managed by its board of directors in accordance with its Bylaws. The Bylaws may further define the rights and obligations of the Association and its Members, but this Declaration shall govern in the event of an inconsistency between it and such Bylaws.

Section 5. Declarant Voting Rights. NOTWITHSTANDING ANYTHING TO THE CONTRARY PROVIDED HEREIN, THE DECLARANT, SHALL BE THE SOLE VOTING MEMBER OF THE ASSOCIATION FOR SO LONG AS THE DECLARANT OWNS ANY OF THE LAND RELATING TO THE LAND THAT IS INITIALLY MADE SUBJECT TO THIS DECLARATION AND THE LAND THAT MAY HEREAFTER BE ADDED TO THE TERMS OF THIS DECLARATION. THE DECLARANT MAY RELEASE THIS VOTING CONTROL RIGHT AT ANY TIME SO LONG AS IT IS DONE PURSUANT TO A WRITTEN DOCUMENT FILED WITH THE DALLAS COUNTY RECORDER. THIS RIGHT MAY BE ASSIGNED BY THE DECLARANT IN A DOCUMENT THAT SPECIFICALLY REFERS TO THIS VOTING CONTROL SO LONG AS IT IS DONE PURSUANT TO A WRITTEN DOCUMENT FILED WITH THE DALLAS COUNTY RECORDER. THE DECLARANT SHALL BE A CLASS "A" MEMBER AS LONG AS IT HAS SOLE VOTING CONTROL AND ALL OTHER MEMBERS OF THE ASSOCIATION SHALL BE NONVOTING CLASS "B" MEMBERS. AT SUCH TIME AS THE DECLARANT NO LONGER HAS SOLE VOTING CONTROL, ALL OTHER MEMBERS OF THE ASSOCIATION SHALL CONVERT TO CLASS "A" MEMBERS AND SHALL THEREAFTER HAVE VOTING CONTROL OF THE ASSOCIATION.

ARTICLE IV - COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. Each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (a) annual assessments or charges, (b) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided, (c) and any other assessments levied by the Association, as set forth herein. The assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The obligations for delinquent assessments shall pass to his or her successors in title.

Section 2. Purpose of Assessments. The assessments levied by and for the Association, shall be used exclusively to promote the recreation, health, safety and welfare of the residents in the Properties and for the improvement and maintenance of the Common Area and Association Responsibility Elements.

Section 3. Maximum Monthly Assessment. Except as provided below, until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum monthly assessment shall be One Hundred Eighty-five Dollars (\$185.00) per Lot, plus a prorata portion of the amount of real estate taxes and special assessments payable by the Association in each year.

- a. From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the Board of Directors of the Association shall have the right to fix the monthly assessment at an amount necessary to properly operate the Association;
- b. The Declarant shall not be liable for annual or special assessments upon Lots owned by the Declarant unless the lot is occupied as a residence; has been submitted to the Association for maintenance, insurance, or other substantial direct benefit for the Lot; or has had a certificate of occupancy issued concerning such lot by the City of Clive. The Declarant shall be liable for annual or special assessments upon any model home or vacant units in the building, that are ready for occupancy.

Section 4. Special Assessments. In addition to the monthly assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area; for any Association Responsibility Element, including fixtures and personal property related thereto, or for the payment of costs not covered by the budget or not payable from available funds, provided

that any such assessment shall have the assent of a majority of the votes of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum for Any Action Authorized Under Section 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 4 above shall be sent to all members entitled to vote not less than 30 days nor more than 60 days in advance of the meeting. At such meeting called, the presence of members entitled to vote or of proxies entitled to cast twenty-five percent (25%) of all the votes of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

Section 6. Uniform Rate of Assessment. Annual assessments, special assessments and insurance assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis.

Section 7. Date of Commencement of Monthly Assessments: Due Dates. The Board of Directors shall fix the amount of the monthly assessment against each Lot at the Annual Meeting of the Association. Written notice of the monthly assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. At the time a Lot is sold to an Owner, there shall be assessed and collected two months of the monthly assessment payable in advance and one year's insurance assessment. The Association shall, upon demand and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

Section 8. Insurance and Insurance Assessment. In addition to the annual assessments and the special assessments for capital improvements, the Association may levy assessments for insurance purchased by the Association. The Association shall obtain liability and casualty insurance for the Common Area and for the Association Responsibility Elements. Unless otherwise determined by the Board of Directors of the Association, each Owner shall be responsible for obtaining homeowners' liability insurance and casualty insurance for property which is not part of the Association Responsibility Elements, and the Board of Directors may require an Owner's casualty insurance to be obtained from the same insurer as the insurer under the Association's casualty insurance for the Association Responsibility Elements. In the event of the casualty loss, the Association shall be responsible for repair and restoration of the Common Area and Association Responsibility Elements, and the Owner shall be responsible for repair and restoration of all other portions of the buildings and improvements upon his Lot, except to the extent that the Board of Directors of the Association has determined to obtain casualty insurance for such portions which are not part of the Association Responsibility Elements in which case the

Association shall apply any insurance proceeds received for such portions to such repair and restoration of such portions.

It is expressly acknowledged and agreed by each Owner upon acceptance of a deed to a lot, that this article is for the mutual benefit of all Owners of lots. It is necessary for the protection of all said Owners. Nothing herein shall preclude any Owner from obtaining whatever additional insurance he or she deems necessary.

Section 9. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within fifteen (15) days after the due date shall incur a late payment fee of Twenty-Five Dollars (\$25.00) per month plus attorney and any other fees incurred in the collection of such assessment, if applicable. The Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property. No Owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Common Area or abandonment of his Lot. The Board of Directors may permit annual assessments and other assessments permitted herein to be paid on a monthly basis. However, said method of monthly payments shall be considered a privilege which may be revoked in the event any Owner is delinquent in said payments. Upon revoking said monthly payment privilege, the entire remaining balance on any outstanding assessment shall be accelerated and shall be due and payable in full.

Section 10. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No such sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 11. Utilities. Each Owner shall be responsible for payment of all utility services to his Lot, including but not limited to, electricity, water, cable TV, gas, telephone and sewer services.

Section 12. Assessments for City Related Improvements. Notwithstanding any of the provisions of this Article, the Board of Directors may establish an assessment for the maintenance, improvement, or reconstruction of street signs, fences, sidewalks, stormwater management facilities, and requirements as stated in the "Sheridan Avenue Private Drive and Linear Parkway Maintenance Agreement, recorded in the records of the Dallas County Recorder in Book 2025 at Page _____, on or about _____, 2025, as is necessary to comply with any directive of the City of Clive, Iowa.

ARTICLE V - ARCHITECTURAL CONTROL

No building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein (including painting or color change) be made nor shall any alteration of surface drainage patterns be made until the plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an Architectural Control Committee composed of three (3) or more representatives appointed by the Board. In the event the Board of Directors, or any designated committee, fails to approve or disapprove such design and location within thirty days after said plans and specifications have been submitted to it, approval will not be required, and this Article will deem to have been fully complied with.

ARTICLE VI - EASEMENTS

Each Lot shall be subject to the following easements in favor of the Association and subject to all separately created easements recorded in favor of utility companies and the City of Clive, Iowa:

- (a) Every portion of a structure upon a Lot which contributes to the support of any structure not on the same Lot is burdened with an easement of such support.
- (b) Each Lot is burdened with an easement through the Lot and through the attic and basement of any structure thereon for conduits, ducts, plumbing, sewer lines, wiring, pipes, meters and other facilities for the furnishing of utilities and services to other Lots, foundation drains, sanitary sewer and water service facilities.
- (c) Each Lot is burdened with an easement of ingress and egress for maintenance, repair and replacement of Association Responsibility Elements by the Association.
- (d) Each Lot is burdened with an easement for common driveway usage with other designated Lots where shown on a recorded subdivision plat.
- (e) Each Lot is burdened with an easement for surface drainage for the benefit of all other Lots and the Common Area.
- (f) Each Lot is burdened with an encroachment easement for minor encroachments of common walls due to settling, shifting or inexact location during construction.

- (g) Each Lot is burdened with easements for public utilities and sidewalks as may be shown upon any recorded subdivision plat.
- (h) Each Lot is burdened with easements for a fence maintained by the Association.

ARTICLE VII - USE RESTRICTIONS

Section 1. Subjection of the Property to Certain Provisions. The ownership, use, occupation and enjoyment of each Lot and the Common Area shall be subject to the provisions of the Bylaws and Articles of Incorporation of the Association, and this Declaration, all of which provisions irrespective of where set forth or classified shall have equal status and shall be enforceable and binding as a covenant, condition, restriction or requirement running with the land and shall be binding on and enforceable against each and all Lots and the Owners thereof and their respective assigns, lessees, tenants, occupants and successors in interest.

Section 2. Use of Properties. The use of the Properties shall be in accordance with and subject to the following provisions:

- (a) A Lot and Unit constructed thereon shall be used or occupied for single family dwelling purposes only.
- (b) Up to 10% of aggregate Units subject to these Declarations, on a first come first serve basis, and upon application to the Association Board, are eligible to be designated as investor friendly and may be rented or leased by the Owner provided the rental term is at least one year (short term vacation rentals are expressly prohibited), unless some other period is established in the rules, regulations, or Bylaws of the Association. No lease shall relieve the Owner as against the Association and other Owners from any responsibility or liability, including the payment of assessments. Any proposed rental agreement must first be submitted to the Board of Directors of the Association for prior approval.
- (c) Nothing shall be altered in, constructed in, or removed from the Common Area, except upon written consent of the Board of Directors of the Association, which may be given through regulations of the Association.
- (d) No livestock, poultry, or other animal of any kind shall be raised, bred, or kept in or on any Lot or in any Common Area, except an Owner shall be permitted to keep no more than an aggregate of four (4) dogs and/or cats weighing not more than 150 pounds combined. High risk dog breeds, such as pitbulls and rottweillers are not permitted at Emerald Isle Townhomes. An owner may keep other usual household pets subject to the rules and regulations adopted by the Association, so long as the

aggregate weight limit is not exceeded. No outside pet facilities of any kind shall be constructed, placed or permitted on any Lot. Each owner must immediately remove and dispose of any pet waste and a pet may not be left unattended within the Properties.

- (e) No boat, snowmobile, recreational vehicle, trailer or other vehicle other than automobiles shall be stored or parked in any driveway or street. The Association may by regulation or rule limit or prohibit the parking of automobiles on any street or driveway. In the event of violation of this provision, the Association may, after reasonable notice, remove such boat, snowmobile, recreational vehicle, trailer or other vehicles, and assess the Owner of the Lot for the cost of removal.
- (f) No activity shall be allowed which unduly interferes with the peaceful possession and use of the Lots by the Owners nor shall any fire hazard or unsightly accumulation of refuse be allowed.
- (g) Nothing shall be done or kept in any Lot or in the Common Area which will increase the rate of insurance for the Common Areas or the Association Responsibility Elements, without the prior written consent of the Board of Directors of the Association. No Owner shall permit anything to be done or kept in his Lot or in the Common Area which will result in the cancellation of insurance on any Lot or any part of the Common Area or the Association Responsibility Elements, which would be in violation of any law, or which may be or become a nuisance or annoyance to the other Owners.
- (h) All valid laws, zoning ordinances, and regulations of all governmental bodies having jurisdiction shall be observed. The responsibility of meeting the requirements of governmental bodies which require maintenance modification or repair of property shall be the same as the responsibility for the maintenance and repair of the property concerned.
- (i) The Board of Directors of the Association shall have the authority to adopt rules and regulations governing the use of Lots, the Common Area and the Association Responsibility Elements and other aspects of the Properties; and such rules shall be observed and obeyed by the Owners, their guests, lessees, assigns and licenses as though set forth herein, as additional covenants.
- (j) Agents of or contractors hired by the Board of Directors of the Association may enter any Lot when necessary in connection with any installation, repair, removal, replacement or inspection, maintenance, landscaping, or construction for which the Association is responsible, provided such entry shall be made with as little inconvenience to the Owners as practicable.

- (k) An Owner shall give notice to the Association of every lien against his or her Lot other than permitted mortgages, taxes, and Association assessments, and of any suit or other proceeding which may affect the title to his Lot within ten days after the lien attaches or the Owner receives notice of such suit.
- (l) An Owner shall be liable to the Association for the expense of any maintenance, repair, or replacement to the Common Area or the Association Responsibility Elements rendered necessary by his or her act, neglect, or carelessness, or by that of his family, guests, employees, agents, or lessees, which liability shall include any increase in insurance rates resulting therefrom.
- (m) Neither the Owners nor the Association nor the use of the Common Area shall interfere with the completion of the contemplated improvements and the sale of the Lots by the Declarant. The Declarant may make such use of the unsold Lots and the Common Area as may facilitate such completion and sale, including but not limited to, the maintenance of a model home, the showing of the property and the display of signs.
- (n) No Owner shall be permitted to conduct a garage sale unless previous written approval is obtained from the Board of Directors of the Association. Any invitees attending an approved garage sale must park in the street areas and may not park in parking spaces provided for Owners. Additionally, any normal guests of Owners should park in the street areas only.
- (o) Police, firemen, emergency units, inspectors and any other public officials or law enforcement agencies shall have the same right of entry onto and the same enforcement powers as to the Common Area as they have with respect to public streets and publicly owned parks and areas.
- (p) No sign shall be placed upon any Lot except a "for sale" sign of a design approved by the Association.
- (q) Trash receptacles shall be kept out of view from any part of the Common Area.
- (r) No personal property shall be stored or left upon a Lot except within the Unit or garage located upon the Lot. Garage doors shall be kept closed except during times of access to the garage or as permitted by the rules of the Association.
- (s) No tower or antenna shall be placed upon any Lot or upon the roof of any structure, except satellite dishes 24 inches or less in diameter. The Board of Directors or the architectural control committee, if appointed on behalf of the Board of Directors,

shall establish rules designating those limited areas in which said satellite dishes may be placed. Prior to installing a satellite dish, each Owner must obtain the prior written consent of the Board of Directors or of the architectural control committee specifying exact location of the placement of the satellite dish.

- (t) Open flame cooking devices or fire pit tables, including but not limited to charcoal and gas grills, are not permitted on any balcony, deck or within ten (10) feet of any building on the property.

Section 3. No Waiver. Failure of the Association or any Owner to enforce any covenant, condition or restriction, this Declaration, the Articles of Incorporation or Bylaws of the Association, or the rules and regulations adopted pursuant thereto, shall not constitute a waiver of the right to enforce the same thereafter.

ARTICLE VIII - DECLARANT'S RIGHTS

Section 1. Lots. Declarant reserves the right to use any of the Townhome Lots as models and to sell, assign or conduct other businesses in connection with the construction and development of the project from any of such Townhome Lots prior to their being sold. This reservation of right or privilege in Declarant includes, but is not limited to, the right to maintain models, erect signs, maintain an office, staff the office with employees and to show Townhome Lots then unsold. Declarant retains the right to be considered an Owner of any Townhome Lot that remains unsold. Declarant also reserves the right to make changes in the location or manner of construction of buildings and other improvements. Declarant reserves the right to enter upon and within any Living Unit, Townhome Lot and Common Area in connection with any construction activity.

Section 2. Common Area. Declarant reserves the right and is hereby vested with the sole control over all Common Area landscaping, plantings, and the like. Declarant shall have the right to change the plantings and other landscaping elements with the Common Area from time to time in its sole discretion.

ARTICLE IX - COVENANTS WITH CITY

Section 1. Right of Public Access. Officers, employees or contracted agents of the City of Clive, Iowa ("City") shall have the right and authority to enter upon the Common Areas and easements reserved or granted for the benefit of the Association for the administration of general public services, including Emergency Fire Protection, Law Enforcement and administration of the Sanitary Sewer and Water Works Rules and Regulations and any applicable agreements for providing sanitary sewer and water service.

Section 2. Indemnification and Hold Harmless of the City. The Association, its successors or assigns, agree to defend, indemnify, protect and save harmless the City and its political subdivisions, including any of its elected officials, officers, employees or agents, from and against any judgments, awards, claims or expenses or other things whatsoever, including attorney fees, costs or disbursements, arising out of or in connection with any act or acts of negligence, causes, omissions, fault, misconduct, claims, damages, suits or other actions developed, brought or asserted by any person, firm, corporation, entity or estate, against the said City by reason of, in connection with, related to or growing out of, directly or indirectly, the duties and responsibilities which are imposed upon the Owners of the Association, its successors and assigns, with respect to its duties or obligations under this Declaration, including any rules or regulations in existence pursuant to this Declaration, or related to or growing out of, directly or indirectly, the ownership, maintaining, cleaning out, grading, repairing, construction or reconstruction of the Common Areas, or any part thereof, including but not limited to the existence of flowage or drainage of water in or out of any lakes, dam, silt basin and spillway which may be located adjacent to the Properties, or related to or growing out of, directly or indirectly, the existence of the Declaration and the purposes for which this Declaration is executed or the approval of this Declaration.

Declarant, its successors and assigns, including all subsequent owners in the Properties hereby covenant not to sue, demand or claim any damages or other remedies against the City, its political subdivisions and its elected officials, officers, employees or agents by reason of, in connection with, related to or growing out of, directly or indirectly, the failure of the City to exercise any rights afforded to it under the Declaration, the approval of this Declaration, the approval of any site plan or Common Areas, the issuance of a building permit for such purposes, any inspection performed relating to said permit or permits or any certification issued indicating compliance with any City ordinance regulating the issuance of said building permit or approvals.

Section 3. Liability of City. Neither the Declarant, Owners, Association nor any other person or other entity shall place any reliance upon the approval of this Declaration by the City, the issuance of a Building Permit for such purposes, any inspections performed relating to said Permit or any certification issued indicating compliance with any City ordinance regulating the issuance of said Building Permit or approvals, as indicating the safety or quality of construction of any improvements located on the Common Areas or within the properties. Neither the issuance of, nor any inspections or certification made relating to the building Permit or relating to any City ordinance or approval, including the approval of this Declaration, shall constitute an assumption by the City or any elected officials, officers, agents or employees thereof of any duty or responsibility of any person or entity to adequately construct, reconstruct, repair and maintain the Common Areas and improvements located thereon or provide a safe premises or to, in any way, indicate a decrease in the risk associated with the use or existence of the improvements located on the Common Areas. A certification that the Common Areas or other structures or facilities have been inspected, pursuant to any City ordinance regulating the same shall not, in any way, constitute a representation, covenant, warranty or guaranty of the safety or quality of said

improvements by the City, of any elected officials, officers, agents or employees thereof. The Declarant, its successors and assigns, hereby expressly release and discharge, and agree to hold harmless, defend and indemnify, the City, its elected officials, officers, agents and employees, from any and all duties, responsibilities, obligations, claims, demands, causes of action or liabilities arising out of or related to the issuance of a Building Permit within the Properties or any inspection performed or certification issued in connection with the Building Permit and approval of the improvements located on the Common Areas and the approval of the Declaration.

Section 4. Amendment. This Article shall not be amended without the prior written approval of the City and the Declarant or 75% of members of the Association, who are eligible to vote, after Declarant has relinquished control to the owners.

Section 5. Right of Enforcement. In the event of a violation, or threatened violation, of any of the covenants, conditions and restrictions herein enumerated, the City shall have the right to enforce the covenants, conditions and restrictions contained herein, and pursue any and all remedies, at law or in equity, available under applicable Iowa law, with or without proving any actual damages, including the right to secure injunctive relief or secure removal by due process of any structure not in compliance with the covenants, conditions and restrictions contained herein, and shall be entitled to recover reasonable attorneys' fees and the costs and expenses incurred as a result thereof. City is hereby declared to be a third party beneficiary of the provisions of this Declaration.

ARTICLE X - GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land for a term of twenty-one (21) years from the date this Declaration is recorded after which time they may be extended by filing a verified claim, prior to the expiration of said twenty-one year period, with the Dallas County Recorder, pursuant to Iowa Code 614.24 or its successor statute. This Declaration may be amended during the first twenty-one (21) year period and during any successive periods by an instrument signed by not less than 75% of the Lot Owners. Any amendment must be recorded. No amendment of this Declaration shall affect the

specific rights of the City of Clive, Iowa hereunder without first obtaining the approval of the City of Clive, Iowa.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and Seal this _____ day of _____, 2025.

**EMERALD ISLE LAND, LLC (Declarant), an
Iowa Limited Liability Company**

By _____
Arun Kalra, Managing Member

STATE OF IOWA)
)SS:
COUNTY OF _____)

On this _____ day of _____, 2024, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared _____, to me personally known, who, being by me duly sworn, did say that he is the Managing Member of said company executing the within and foregoing instrument, that no seal has been procured by the said company; that said instrument was signed on behalf of said company by authority of its members; and that the said company, as such officer acknowledged the execution of said instrument to be the voluntary act and deed of said company, by it and by him voluntarily executed.

**NOTARY PUBLIC IN AND FOR THE
STATE OF IOWA.**

Return to: City Clerk, City of Clive, 1900 NW 114th Street, Clive, IA 50325

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

**UTILITY CONNECTION AGREEMENT
EMERALD ISLE TOWNHOMES PLAT 01**

THIS AGREEMENT made and entered into as of the ____ day of October 2025, by and between Emerald Isle Land, LLC (hereafter, the “Developer”), and the City of Clive, Iowa, an Iowa municipal corporation (the "City"); and

WHEREAS, Developer owns certain real property located within the corporate limits of the City which is legally described on Exhibit A, attached hereto (the “Property”); and

WHEREAS, the City facilitated construction of utility service stubs in conjunction with the reconstruction of Emerald Isle Drive to support the Emerald Isle Townhomes development; and

WHEREAS, Developer has submitted to Clive a final plat entitled Emerald Isle Townhomes Plat 01 ("Plat") for its consideration and approval.

NOW, THEREFORE, for the mutual covenants set forth in this Agreement and other good and valuable consideration, the parties agree as follows:

1. That the \$29,332 cost of installing the sanitary and water utility service stubs shall be paid as follows: A \$1,011.45 water and sewer connection charge shall be paid for each remaining lot in the Property at the time that a building permit is issued for each lot. Remaining lots include Lots 13 through 41.
2. This Agreement shall be filed of record with the Dallas County, Iowa, Recorder

This agreement shall be subject to the following terms and conditions:

1. AGREEMENT RUNS WITH LAND. This Agreement shall be deemed to run with the land and shall be binding on Grantor and on Grantor's heirs, successors and assigns.
2. APPROVAL BY CITY COUNCIL. This Agreement 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 Agreement by the City Clerk.

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

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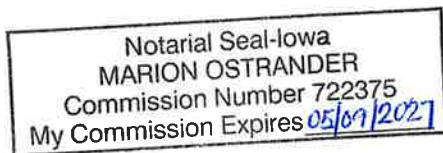
SIGNED on this 17th day of October, 2025.

Emerald Isle Land, LLC

By: [Signature]
Arun Kalra

STATE OF IOWA)
) SS:
COUNTY OF Polk)

Subscribed and sworn to before me on this 17th day of Oct. 2025 by Arun Kalra in his capacity as President of Emerald Isle Land, LLC.



Marion Ostrander
Notary Public in and for the State
of Iowa

My commission expires: 05/09/2027

CITY OF CLIVE, IOWA

By _____
John Edwards, Mayor

ATTEST:

Matthew D. Graham, City Clerk

STATE OF IOWA)
) SS
COUNTY OF POLK)

On this ____ day of _____, 2025, before me, _____, a Notary Public in and for the State of Iowa, personally appeared John Edwards and Matthew D. Graham, to me personally known, and, who being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Clive, Iowa; that the seal affixed to the foregoing instrument is the corporate seal of the corporation; and that the instrument was signed and sealed on behalf of the corporation, by authority of its City Council, as contained in Resolution No. _____ adopted by the City Council, under Roll Call of the City Council on the ____ day of _____, 2025, and that John Edwards and Matthew D. Graham acknowledged the execution of said instrument to be their voluntary act and deed and the voluntarily act and deed of the corporation, by it voluntarily executed.

Notary Public in and for the State
of Iowa

My commission expires:_____

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

**“SHERIDAN AVENUE” PRIVATE DRIVE AND LINEAR PARKWAY
MAINTENANCE AGREEMENT**

THIS “SHERIDAN AVENUE” PRIVATE DRIVE AND LINEAR PARKWAY MAINTENANCE AGREEMENT (“Agreement”) is entered into this ____ day of _____, 2025, by and between THE CITY OF CLIVE, IOWA, an Iowa municipal corporation (the “City”), and Emerald Isle Land, LLC, (the “Property Owner”).

WHEREAS, Property Owner and the City entered into a Zoning Change and Development Agreement dated April 14, 2022, recorded April 26, 2022, in Book 2022, Page 9096, regarding that certain real property located within the City of Clive, Dallas County, Iowa (the “Development Agreement”); and

WHEREAS, the City owns certain real property located within the corporate limits of the City which is legally described on Exhibit A, attached hereto, (the “Property”); and

WHEREAS, the Property Owner owns certain real property located within the corporate limits of the City which is legally described on Exhibit B, attached hereto, (the “Benefited Property”); and

WHEREAS, at the time of rezoning in connection with the Development Agreement, Sheridan Avenue was to be extended as a public street; however, due to substantial utility conflicts Sheridan Avenue was not able to be designed to the standards of a public street and instead was constructed as a private drive on the Property, including but not limited to public sidewalks and streetlights together with all necessary structures and appurtenances thereto, with maintenance obligations to the Property Owner, as shown on Exhibit C; and

WHEREAS, the dedication of parkland as set forth in Clive City Code Section 12-5-15 was not desirable to the Property Owner, and the City agreed to accept alternate means of dedication on the Property as described in the Development Agreement, including the design, construction and maintenance of a linear pedestrian/bicycle parkway, including but not limited to, approximately 340-feet of 8-foot wide paved trail, landscaping, bench pad, storm sewer network,

and a defined stream channel featuring Rosetta stone outcropping, a retaining wall, boulders, and a variety of plant materials; and

WHEREAS, Property Owner and the City wish to set forth their agreements with respect to the conditions and maintenance of the improvements on the Property described above (the “Improvements”) on the Property as a result of such rezoning and development; and

NOW, THEREFORE, in consideration of the mutual covenants and premises set forth herein, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and Property Owner agree as follows:

1. SHERIDAN AVENUE PRIVATE DRIVE.

- a. It is the obligation of Property Owner to maintain the Sheridan Avenue Private Drive and associated improvements on the Property as follows:
 - i. Snow and ice removal shall be performed as needed, but at minimum within 24 hours after a snowfall or the deposit or formation of ice thereon.
 - ii. Mowing and weed management. Mow turf grass on a regular basis to maintain the vegetation at a typical 4-inch height; the turf grass height shall not exceed 10 inches at any time.
- b. Property Owner and City agree the following maintenance items will be completed by City and that all costs shall be equally prorated and paid by and between Property Owner and City. Payment shall be due to the City with 60-days’ notice to Property Owner.
 - i. Regulatory signage and sign support maintenance, as needed.
 - ii. Street sweeping, as needed.
 - iii. Pothole repair and crack sealing, as needed.
- c. Property Owner and City agree the reconstruction and replacement of the Sheridan Avenue Private Drive improvements shall be completed upon the mutual agreement of City and Property Owner provided, however, that City may determine, in its sole discretion, that reconstruction or replacement is necessary to address an unsafe or nuisance condition, or other violation of City requirements. Property Owner shall provide to the City three bids/quotes for review and approval in advance of construction. Property Owner and City agree, that so long as City owns any portion of the Property, reconstruction and replacement of the Sheridan Avenue Private Drive improvements shall include 4-year maintenance bonds to be issued to the City in connection with such work. All costs for the reconstruction and replacement shall be and paid one-half each by Property Owner and City. Without limitation on any remedies, in the event Property Owner shall fail to solicit and provide such bids/quotes to the City, after 90 days’ notice to Property Owner, the City may cause

such reconstruction and replacement to be performed without further consultation with Property Owner. If such curative measures are taken by the City, Property Owner shall make payment to City with 30 days' notice. Notwithstanding any other provision of this Agreement, so long as City owns any portion of the Property, any maintenance, repair, or replacement of improvements shall comply with all applicable legal requirements including, as appropriate, the bidding requirements of Iowa Code Chapter 26.

2. **LINEAR PARKWAY.** It is the obligation of Property Owner to maintain the Linear Parkway and associated improvements on the Property as follows:

- a. Inspect the Linear Parkway on an annual basis, including but not limited to all pipes, inlets, outlets, hardscaping, and stream channel for defects, obstructions, or any changes in the stream channel from the original design of the Linear Park. The inspection shall be documented. The inspection shall be made available to the City for review upon request and shall be kept and maintained for a period of 5 years.
- b. All repairs shall conform to the original site plan and the post-construction stormwater management plan approved August 11, 2022, unless otherwise approved in writing by the City. Deficiencies shall be remedied within 90 days of the annual inspection.
- c. Mow on a regular basis to maintain the vegetation consistent with the plantings and species shown on the original site plan and the post-construction stormwater management plan approved August 11, 2022. Native vegetation should not be mowed more than twice per year.
- d. Remove all trash, litter, debris or obstructions in the Linear Parkway and stream channel and any inlets or outlets located within the Property.
- e. No chemicals or substances shall be applied to the Linear Parkway that shall harm or impair the effectiveness of the stormwater management functions.
- f. Plant, establish, maintain and replant as necessary permitted vegetation.
- g. Weed the area as needed to maintain the desired vegetation and remove invasive plant species.
- h. Maintain the Linear Parkway to assure the effectiveness for stormwater management for the Property and the Benefited Property.

3. **ERECTION AND PLACEMENT OF STRUCTURES, OBSTRUCTIONS, PLANTINGS OR MATERIALS PROHIBITED.** Except as provided in this Agreement, Property Owner shall not erect any fence or other structure under, over, on, through, across or within the Property without obtaining the prior written consent of the City, nor shall Property Owner cause or permit any obstruction, planting or material to be placed under,

over, on, through across or within the Property without obtaining the prior written consent of the City.

4. **CHANGE OF GRADE PROHIBITED.** Property Owner shall not change the grade, elevation or contour of any part of the Property without obtaining the prior written consent of the City.
5. **RIGHT OF ACCESS.** The Property Owner, its agents and assigns, shall have the right of access to the Property as reasonably necessary for the maintenance of the Sheridan Avenue Private Drive and Linear Parkway as herein described and for ingress and egress to the Benefitted Property. The City shall have the right to remove any unauthorized fences, structures, obstruction, planting or material placed or erected under, over, on, through, across or within the Property.
6. **MAINTENANCE.** Upon completion of any construction, reconstruction, repair, enlargement, grading, improving or maintenance within the Property as permitted by this Agreement, the Property Owner shall restore the Property in a good and workmanlike manner comparable to its condition immediately before such work.
7. **LIABILITY.** Except as may be caused by the negligent acts or omissions of the City, its employees, agents or its representatives, Property Owner agrees to indemnify and hold City, its employees, agents and representatives harmless against any loss, damage, injury or any claim or lawsuit for loss, damage or injury arising out of or resulting from the negligent or intentional acts or omissions of Property Owner or its employees, agents, representatives, guests or licensees in the exercise of rights or obligations under this Agreement.
8. **SECURITY; LIEN RIGHTS OF CITY.** Should Property Owner not perform any of its obligations under this Agreement, the City may, in its sole discretion, perform such obligations on behalf of Property Owner. In the event that the City incurs any costs to perform Property Owner obligations pursuant to this Agreement, Property Owner hereby agrees that the City shall have a lien on the Benefitted Property in an amount equal to such costs. Such lien by the City shall be released by written instrument recorded upon payment in full of the amount that Property Owner is obligated to pay. In the event that such a lien arises, the parties agree that the Benefitted Property subject to such lien shall not be further platted or divided and no building permits shall be issued until such lien is satisfied.
9. **BINDING.** Property Owner's obligations under this Agreement shall be deemed to run with the Benefitted Property in perpetuity and shall be binding on Property Owner and Property Owner's heirs, successors and assigns.
10. **ASSIGNMENT.** This agreement shall be assignable by the Property Owners to all heirs, successors, or other entities as identified by the Property Owner. This agreement shall be assignable by the City to all heirs, successors, or other entities as identified by the City.

11. **AMENDMENT.** This agreement shall not be amended, changed or modified without prior written consent of the City and Property Owner.

12. **RECORDING.** This Agreement shall be recorded with the Dallas County, Iowa, Recorder.

13. **APPROVAL BY CITY COUNCIL.** This Agreement 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 Agreement by the City Clerk.

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

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

(REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS.)

CITY OF CLIVE, IOWA

By: _____
John Edwards, Mayor

Attest:

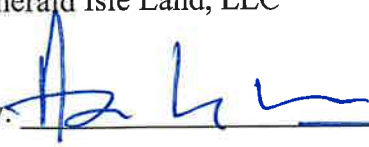
Matthew D. Graham
City Clerk

STATE OF IOWA)
) ss.
COUNTY OF POLK)

On this ____ day of _____, 2025, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared John Edwards and Matthew Graham, to me personally known, and, who, being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Clive, Iowa; that the seal affixed to the foregoing instrument is the corporate seal of the corporation, and that the instrument was signed and sealed on behalf of the corporation, by authority of its City Council, as contained in Resolution No. _____ adopted by the City Council, under Roll Call of the City Council on the ____ day of _____, 2025, and that John Edwards and Matthew 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.

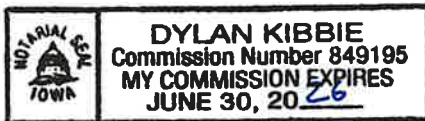
Notary Public in and for the
State of Iowa
My Commission expires _____

Emerald Isle Land, LLC

By: 

STATE OF IOWA)
) ss:
COUNTY OF Polk)

This record was acknowledged before me this 28 day of July, 2025, by Arun Kalra in his capacity as Member/Manager of Emerald Isle Land, LLC.




Notary Public in and for the
State of Iowa

EXHIBIT A
PROPERTY LEGAL DESCRIPTION

A PORTION OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 25, TOWNSHIP 79 NORTH, RANGE 26 WEST OF THE 5TH P.M., DALLAS COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF OUTLOT X, EMERALD ISLE TOWNHOMES PLAT 1, AN OFFICIAL PLAT, CLIVE, DALLAS COUNTY, IOWA; THENCE N00°15'50"E ALONG SAID WEST LINE OF SAID SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 25, A DISTANCE OF 126.66 FEET; THENCE S74°51'19"E, A DISTANCE OF 93.38 FEET; THENCE S86°58'34"E, A DISTANCE OF 253.43 FEET; THENCE S00°16'05"W TO THE NORTHEAST CORNER OF SAID OUTLOT X; THENCE ALONG A CURVE CONCAVE SOUTHERLY WITH A RADIUS OF 1432.40 FEET, AN ARC LENGTH OF 343.57 FEET AND A CHORD THAT BEARS N88°33'17"W, 342.75 FEET TO THE POINT OF BEGINNING.

EXHIBIT B
BENEFITED PROPERTY LEGAL DESCRIPTION

LOTS 1 THROUGH 41, EMERALD ISLE TOWNHOMES PLAT 1, AN OFFICIAL PLAT IN THE CITY OF CLIVE, DALLAS COUNTY, IOWA.

AND

OUTLOT X, EMERALD ISLE TOWNHOMES PLAT 1, AN OFFICIAL PLAT IN THE CITY OF CLIVE, DALLAS COUNTY, IOWA.

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

RESOLUTION NO. _____

**RESOLUTION APPROVING FINAL PLAT OF EMERALD ISLE TOWNHOMES PLAT
1 AND CERTAIN RELATED AGREEMENTS AND EASEMENTS**

WHEREAS, the preliminary plat and accompanying materials for Emerald Isle Townhomes Plat 1, an Official Plat, now included in and forming a part of the City of Clive, Dallas County, Iowa (the "Plat"), have been filed with the City Clerk of the City of Clive, Iowa, by Emerald Isle Land, LLC, (the "Developer"); and

WHEREAS, the Developer has requested final approval of the Plat which creates 41 townhome lots; and

WHEREAS, the Clive Planning and Zoning Commission has recommended that the Plat be approved; and

WHEREAS, the Developer has not yet completed the installation of certain public improvements in the Plat to be dedicated to the City, relating to the construction of storm sewers, sanitary sewers, water mains, paving and street lights in the Plat, but has entered into an agreement to complete such improvements; and

WHEREAS, the Developer has filed with the City of Clive a Declaration of Covenants, Conditions and Restrictions for the Plat to be recorded with the final plat thereof; and

WHEREAS, the Developer has agreed to a "Sheridan Avenue" Private Drive and Linear Parkway Maintenance Agreement to be recorded with the final plat thereof; and

WHEREAS, the Developer has agreed to a Utility Connection Agreement to be recorded with the final plat thereof; and

WHEREAS, the plat of Emerald Isle Townhomes Plat 1 and the documents relating thereto comply in all other respects with the City of Clive's Subdivision Ordinance.

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

That the plat of Emerald Isle Townhomes Plat 1 be and the same is hereby accepted and approved by the City Council of the City of Clive.

BE IT FURTHER RESOLVED that the City of Clive does hereby accept the following additional easements to be filed with the Plat:

1. Declaration of Public City Improvements Easement
2. Declaration of Water Main Easement
3. Declaration of Ingress/Egress, Water Main, and Sanitary Sewer Easement
4. Declaration of Stormwater Management Facility Maintenance Covenant and Permanent Easement Agreement

BE IT FURTHER RESOLVED that the City of Clive does hereby accept the Declaration of Covenants, Conditions and Restrictions for the Plat and the City Clerk is directed to file such Covenants with the Plat.

BE IT FURTHER RESOLVED that the City of Clive does hereby accept the "Sheridan Avenue" Private Drive and Linear Parkway Maintenance Agreement for the Plat and the City Clerk is directed to file such Agreement with the Plat.

BE IT FURTHER RESOLVED that the City of Clive does hereby accept the Utility Connection Agreement for the Plat and the City Clerk is directed to file such Agreement with the Plat.

BE IT FURTHER RESOLVED that the City of Clive does hereby accept the Agreement to Complete Public Improvements for the Plat and the City Clerk is directed to file such Agreement with the Plat.

BE IT FURTHER RESOLVED that the City Clerk is hereby authorized and directed to distribute funds totaling \$175,282.89 for the Sheridan Avenue extension reimbursement.

BE IT FURTHER RESOLVED that the City Clerk is hereby authorized and directed to file the final plat of Emerald Isle Townhomes Plat 1, as well as any other documents related thereto, with the Dallas County Recorder.

PASSED AND APPROVED this ____ day of _____, 2025.

By: _____
John Edwards, Mayor

ATTEST:

Matthew D. Graham, City Clerk



Memo

TO: Mayor and Council members

FROM: Clay Garcia, Fire Chief

DATE: October 23, 2025

RE: Resolution Approving Intergovernmental Transfer of Public Funds Agreement - Iowa Department of Health and Human Services - GEMT Program

SYNOPSIS:

Resolution Approving Intergovernmental Transfer of Public Funds Agreement - Iowa Department of Health and Human Services – GEMT Program

Attached for your consideration is a Resolution Approving Intergovernmental Transfer of Public Funds Agreement between the Iowa Department of Health and Human Services and the City of Clive.

The City of Clive is an Iowa Medicaid provider that provides ambulance transport services to Iowa Medicaid members.

The Ground Emergency Medical Transport (GEMT) Program is a voluntary program that allows publicly owned or operated emergency ground ambulance transportation providers to receive supplemental payments that cover the difference between a provider's actual costs per GEMT transport and what Medicaid pays.

The GEMT Program in Iowa requires the non-federal share of Medicaid supplemental payments to be transferred to the State of Iowa. Clive retains the federal share of the supplemental payments. The non-federal (i.e., State) share adjusts each year and typically hovers just below 40%.

This resolution authorizes the intergovernmental transfer agreement as required for the City of Clive to participate. Staff recommends your approval.

Attachments:

1. Clive - ITA - FY27 - Resolution

RESOLUTION NO. _____

RESOLUTION APPROVING INTERGOVERNMENTAL TRANSFER OF PUBLIC
FUNDS AGREEMENT BETWEEN THE IOWA DEPARTMENT
OF HEALTH AND HUMAN SERVICES AND THE CITY OF CLIVE

WHEREAS, the Ground Emergency Medical Transportation (GEMT) Program is a voluntary program that allows publicly owned or operated emergency ground ambulance transportation providers to receive supplemental payments that cover the difference between a provider's actual costs per GEMT transport and the Medicaid base payment, mileage, and other sources of reimbursement; and

WHEREAS, completion of the Intergovernmental Transfer of Public Funds Agreement is required for GEMT participation; and

WHEREAS, the Intergovernmental Transfer of Public Funds Agreement covers the period beginning on or after July 1, 2026, and ending June 30, 2027; and

WHEREAS, the City desires to provide for an intergovernmental transfer of funds to the Iowa Department of Health and Human Services in order to provide the non-federal share of the reconciled cost reimbursement amount for the uncompensated Medicaid cost associated with GEMT services;

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

That the Resolution Approving Intergovernmental Transfer of Public Funds Agreement between the Iowa Department of Health and Human Services and the City of Clive is hereby approved, the Director of Administrative Services is hereby authorized to execute said Agreement on behalf of the City, and the City Clerk to attest to such signature, if necessary.

PASSED AND APPROVED this ____ day of _____, 2025.

By: _____
John Edwards, Mayor

ATTEST:

Matthew Graham, City Clerk



Memo

TO: Mayor and Council members

FROM: Elizabeth Hansen, Director of Administrative Services

DATE: October 23, 2025

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

SYNOPSIS:

Outlined are budget transfer resolutions for FY26:

Resolution approving transfer from the American Rescue Plan Act Fund to the City Facility Fund - \$2,117.60

Resolution approving transfer from the University Boulevard Flood Mitigation Plan to the Flood Prone Property Fund - \$2,657.16

Resolution approving transfer from the NW 161ST and Hickman Rd Intersection & Legacy Point Drive Improvements Fund to the NW 161ST and Hickman Rd Improvements - \$484,106.73

Resolution approving transfer from the Indian Hills Park Fund to the Storm Water Capital Fund - \$172,626.77

Resolution approving transfer from the NW 142ND Street Pavement Improvements Fund to the Franchise Street Projects Fund - \$115,482.19

Resolution approving transfer from the 111th Street & Hickman Intersection Fund to the Stormwater Payment in Lieu Of Fund - \$93,015.21

Resolution approving transfer from the NW 99th Court Reconstruction Fund to the Stormwater Payment in Lieu Of Fund - \$90,359.21

Resolution approving transfer from Police Seizure Fund to the Forfeitures/Equitable Sharing Fund - \$592.19

Attachments:

1. Transfer Resolutions

RESOLUTION NO. _____

RESOLUTION TO TRANSFER

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

The following transfer is hereby authorized:

FROM:

American Rescue Plan Act Fund
(Transfer Out)

331-5910-6910
(Acct. No.)

\$2,117.60

TO:

City Facility Improvements
(Transfer In)

350-4750-3-4830-00
(Acct. No.)

\$2,117.60

PURPOSE OF TRANSFER

Transfer remaining interest to City Facility Improvements Fund to close.

PASSED AND APPROVED THIS 23rd DAY OF OCTOBER 2025.

John Edwards, Mayor

Attest:

Matthew D. Graham, City Clerk

RESOLUTION NO. _____

RESOLUTION TO TRANSFER

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

The following transfer is hereby authorized:

FROM:

University Blvd Flood Mitigation
Plan

(Transfer Out)

340-5750-6910

(Acct. No.)

\$2,657.16

TO:

Flood Prone Property

(Transfer In)

342-4750-3-4830-00

(Acct. No.)

\$2,657.16

PURPOSE OF TRANSFER

Closing project fund.

PASSED AND APPROVED THIS 23rd DAY OF OCTOBER 2025.

John Edwards, Mayor

Attest:

Matthew D. Graham, City Clerk

RESOLUTION NO. _____

RESOLUTION TO TRANSFER

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

The following transfer is hereby authorized:

FROM:

NW 161ST and Hickman Rd Intersection &
Legacy Point Drive Improvements
(Transfer Out)

400-5750-6799
(Acct. No.)

\$484,106.73

TO:

NW 161ST and Hickman Rd Improvements
(Transfer In)
399-4750-3-4830-00 (need a transfer in
fund)
(Acct. No.)

\$484,106.73

PURPOSE OF TRANSFER

Transfer remaining funds to NW 161ST and Hickman Rd Improvement Fund to close.

PASSED AND APPROVED THIS 23rd DAY OF OCTOBER 2025.

John Edwards, Mayor

Attest:

Matthew D. Graham, City Clerk

RESOLUTION NO. _____

RESOLUTION TO TRANSFER

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

The following transfer is hereby authorized:

FROM:

Indian Hills Park Fund
(Transfer Out)

388-5750-6910
(Acct. No.)

\$172,626.77

TO:

Storm Water Capital Fund
(Transfer In)

427-4750-3-4830-00
(Acct. No.)

\$172,626.77

PURPOSE OF TRANSFER

Closing account.

PASSED AND APPROVED THIS 23rd DAY OF October 2025.

John Edwards, Mayor

Attest:

Matthew D. Graham, City Clerk

RESOLUTION NO. _____

RESOLUTION TO TRANSFER

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

The following transfer is hereby authorized:

FROM:

NW 142ND Street Pavement
Improvements Fund

(Transfer Out)

465-5750-6910

(Acct. No.)

\$115,482.19

TO:

Franchise Street Projects

(Transfer In)

476-4750-3-4830-00

(Acct. No.)

\$115,482.19

PURPOSE OF TRANSFER

Close out the project.

PASSED AND APPROVED THIS 23rd DAY OF OCTOBER 2025.

John Edwards, Mayor

Attest:

Matthew D. Graham, City Clerk

RESOLUTION NO. _____

RESOLUTION TO TRANSFER

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

The following transfer is hereby authorized:

FROM:

111th Street & Hickman Intersection
Fund

(Transfer Out)

471-5750-6910 (Need a transfer out
fund)

(Acct. No.)

\$93,015.21

TO:

Stormwater Payment in Lieu Of Fund

(Transfer In)

335-4750-3-4830-00 (Need a transfer
in fund)

(Acct. No.)

\$93,015.21

PURPOSE OF TRANSFER

Closing 111th Street & Hickman Intersection project fund.

PASSED AND APPROVED THIS 23rd DAY OF OCTOBER 2025.

John Edwards, Mayor

Attest:

Matthew D. Graham, City Clerk

RESOLUTION NO. _____

RESOLUTION TO TRANSFER

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

The following transfer is hereby authorized:

FROM:

NW 99TH Court Reconstruction Fund
(Transfer Out)

480-5750-6910
(Acct. No.)

\$90,359.21

TO:

Stormwater Payment in Lieu Of Fund
(Transfer In)

335-4750-3-4830-00 (Need a transfer
in fund
(Acct. No.)

\$90,359.21

PURPOSE OF TRANSFER

Closing NW 99th Court Reconstruction project fund.

PASSED AND APPROVED THIS 23rd DAY OF OCTOBER 2025.

John Edwards, Mayor

Attest:

Matthew D. Graham, City Clerk

RESOLUTION NO. _____

RESOLUTION TO TRANSFER

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

The following transfer is hereby authorized:

FROM:

Police Seizure Fund
(Transfer Out)

178-5110-6910
(Acct. No.)

\$592.19

TO:

Forfeitures/Equitable Sharing Fund
(Transfer In)

177-4110-3-4830-00 (Need a transfer
in fund)
(Acct. No.)

\$592.19

PURPOSE OF TRANSFER

Cover spending of Forfeitures.

PASSED AND APPROVED THIS 23rd DAY OF OCTOBER 2025.

John Edwards, Mayor

Attest:

Matthew D. Graham, City Clerk



Memo

TO: Mayor and Council members

FROM: Elizabeth Hansen, Director of Administrative Services

DATE: October 23, 2025

RE: Resolution Approving the FY25 Annual Urban Renewal Report

SYNOPSIS:

The Annual Urban Renewal Report (AURR) is attached for consideration. The report requires approval by the City Council and is due to the Iowa Department of Management by December 1.

The cover page summarizes the previous fiscal year's revenues and expenses and shows outstanding debt against the TIF Fund. The "Asset Sales and Loan Repayments" represents the revenue received from special assessments for the paving projects on University Boulevard. The "Non-Rebate Expenditures" are the debt payments and associated professional fees. The "Rebate Payments" relate to the tax rebates per the development agreements that have been previously negotiated. There were no new rebate agreements in FY25. The remaining development agreement with Nebraska Furniture Mart (NFM) will be satisfied in FY34.

The Emerald Isle, Legacy Point, Linnan Park, and City Hall Facility Renovations Projects were added this year as an Urban Renewal Project, with the debt being paid for with TIF funding.

Clive has one urban renewal area that covers both Polk and Dallas County, all of which contribute to the payment of debt obligations.

The ending balance on 6/30/25 was \$592,584 compared to the FY24 ending cash balance of \$270,373. The full report will be available on the Iowa Department of Management's website and can also be accessed through the City website. Your approval is recommended.

Attachments:

1. Res Annual Urban Renewal Report.FY25
2. FY25 AURR

RESOLUTION NO. _____

**RESOLUTION OF THE CITY OF CLIVE'S STATE OF IOWA FY2025 ANNUAL
URBAN RENEWAL REPORT, AND DIRECTING THE DIRECTOR OF
ADMINISTRATIVE SERVICES TO FILE THE REPORT WITH THE IOWA
DEPARTMENT OF MANAGEMENT**

WHEREAS, The Director of Administrative Services has submitted to the City Council of the City of Clive, the State of Iowa FY2025 Annual Urban Renewal Report for the City of Clive, Iowa; **AND**

WHEREAS, the report shows total TIF revenues in the amount of \$1854,404 and total expenditures of \$1,601,104 with an ending cash balance of \$592,584; **AND**

WHEREAS, according to Iowa Code sections 331.403(3) and 384.22(2) the report is required to be submitted to the Department of Management by December 1st of each year;

NOW, THEREFORE, BE IT RESOLVED that the City of Clive hereby approves the State of Iowa 2025 Annual Urban Renewal Report and directs the Director of Administrative Services to submit it to the Iowa Department of Management, this 23rd day of October 2025.

John Edwards, Mayor

Attest:

Matthew D. Graham, City Clerk

Annual Urban Renewal Report, Fiscal Year 2024 - 2025

Levy Authority Summary

Local Government Name: CLIVE
Local Government Number: 77G716

Active Urban Renewal Areas	U.R. #	# of Tif Taxing Districts
CLIVE URBAN RENEWAL AREA	25016	2
CLIVE URBAN RENEWAL	77060	5

TIF Debt Outstanding: 24,527,153

TIF Sp. Rev. Fund Cash Balance as of 07-01-2024:	270,372	0	Amount of 07-01-2024 Cash Balance Restricted for LMI
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TIF Revenue:	1,854,404
TIF Sp. Revenue Fund Interest:	53,769
Property Tax Replacement Claims	0
Asset Sales & Loan Repayments:	15,143
Total Revenue:	1,923,316

Rebate Expenditures:	344,835
Non-Rebate Expenditures:	1,256,269
Returned to County Treasurer:	0
Total Expenditures:	1,601,104

TIF Sp. Rev. Fund Cash Balance as of 06-30-2025:	592,584	0	Amount of 06-30-2025 Cash Balance Restricted for LMI
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Year-End Outstanding TIF
Obligations, Net of TIF Special
Revenue Fund Balance: 22,333,465

♣ Annual Urban Renewal Report, Fiscal Year 2024 - 2025

Urban Renewal Area Data Collection

Local Government Name: CLIVE (77G716)
 Urban Renewal Area: CLIVE URBAN RENEWAL AREA
 UR Area Number: 25016

UR Area Creation Date: 05/1991

UR Area Purpose: To encourage economic development in the area through public improvements and rebate agreements. See attached plan.

Tax Districts within this Urban Renewal Area	Base No.	Increment No.	Increment Value Used
CLIVE CITY/WAUKEE SCH/CLIVE URA 25016/91 TIF ORD 488 INCREMENT	250100	250101	17,670,859
CLIVE CITY/WAUKEE SCH/CLIVE URA 25016/23 TIF ORD 1129 INCREMENT	250700	250701	0

Urban Renewal Area Value by Class - 1/1/2023 for FY 2025

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	263,712,870	45,461,870	0	0	-160,000	308,725,490	0	308,725,490
Taxable	0	122,212,025	39,059,842	0	0	-160,000	160,822,617	0	160,822,617
Homestead Credits									539

TIF Sp. Rev. Fund Cash Balance as of 07-01-2024: 0 0 **Amount of 07-01-2024 Cash Balance Restricted for LMI**

TIF Revenue:	631,614
TIF Sp. Revenue Fund Interest:	0
Property Tax Replacement Claims	0
Asset Sales & Loan Repayments:	0
Total Revenue:	631,614

Rebate Expenditures:	98,856
Non-Rebate Expenditures:	188,294
Returned to County Treasurer:	0
Total Expenditures:	287,150

TIF Sp. Rev. Fund Cash Balance as of 06-30-2025: 344,464 0 **Amount of 06-30-2025 Cash Balance Restricted for LMI**

Projects For CLIVE URBAN RENEWAL AREA

Nebraska Furniture Mart

Description:	Retail relocation and building remodeling
Classification:	Commercial - retail
Physically Complete:	Yes
Payments Complete:	No

Legacy Point & Emerald Isle

Description:	Street Improvements
Classification:	Roads, Bridges & Utilities
Physically Complete:	No
Payments Complete:	No

Alice's Road ROW & Reconstruction

Description:	Street Improvements
Classification:	Roads, Bridges & Utilities
Physically Complete:	No
Payments Complete:	No

Debts/Obligations For CLIVE URBAN RENEWAL AREA

Nebraska Furniture Mart

Debt/Obligation Type:	Rebates
Principal:	707,501
Interest:	0
Total:	707,501
Annual Appropriation?:	Yes
Date Incurred:	07/12/2019
FY of Last Payment:	2034

GO 2023B CIP Bonds

Debt/Obligation Type:	Gen. Obligation Bonds/Notes
Principal:	1,960,000
Interest:	861,333
Total:	2,821,333
Annual Appropriation?:	No
Date Incurred:	11/15/2023
FY of Last Payment:	2039

GO 2024B CIP Bonds

Debt/Obligation Type:	Gen. Obligation Bonds/Notes
Principal:	2,780,000
Interest:	1,348,007
Total:	4,128,007
Annual Appropriation?:	No
Date Incurred:	11/13/2024
FY of Last Payment:	2044

Non-Rebates For CLIVE URBAN RENEWAL AREA

TIF Expenditure Amount:	188,294
Tied To Debt:	GO 2023B CIP Bonds
Tied To Project:	Legacy Point & Emerald Isle
TIF Expenditure Amount:	0
Tied To Debt:	GO 2024B CIP Bonds
Tied To Project:	Alice's Road ROW & Reconstruction

Rebates For CLIVE URBAN RENEWAL AREA

Nebraska Furniture Mart

TIF Expenditure Amount:	98,856
Rebate Paid To:	121 Acquisition Co
Tied To Debt:	Nebraska Furniture Mart
Tied To Project:	Nebraska Furniture Mart
Projected Final FY of Rebate:	2034

♣ Annual Urban Renewal Report, Fiscal Year 2024 - 2025

Per Ted, with GASB77, NFM needs to be categorized under Dallas County.

256 Characters Left

Sum of Private Investment Made Within This Urban Renewal Area
during FY 2025

0

♣ Annual Urban Renewal Report, Fiscal Year 2024 - 2025

TIF Taxing District Data Collection

Local Government Name: CLIVE (77G716)
 Urban Renewal Area: CLIVE URBAN RENEWAL AREA (25016)
 TIF Taxing District Name: CLIVE CITY/WAUKEE SCH/CLIVE URA 25016/91 TIF ORD 488 INCREMENT
 TIF Taxing District Inc. Number: 250101
 TIF Taxing District Base Year: 1990
 FY TIF Revenue First Received: 1999
 Subject to a Statutory end date? No

	UR Designation
Slum	No
Blighted	No
Economic Development	05/1991

TIF Taxing District Value by Class - 1/1/2023 for FY 2025

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	260,966,610	31,246,030	0	0	-160,000	291,763,390	0	291,763,390
Taxable	0	120,939,329	27,073,657	0	0	-160,000	147,563,736	0	147,563,736
Homestead Credits									536

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2025	84,250	147,563,736	17,670,859	129,892,877	3,275,595

FY 2025 TIF Revenue Received: 631,614

TIF Taxing District Data Collection

Local Government Name: CLIVE (77G716)
 Urban Renewal Area: CLIVE URBAN RENEWAL AREA (25016)
 TIF Taxing District Name: CLIVE CITY/WAUKEE SCH/CLIVE URA 25016/23 TIF ORD 1129 INCREMENT
 TIF Taxing District Inc. Number: 250701
 TIF Taxing District Base Year: 0
 FY TIF Revenue First Received:
 Subject to a Statutory end date? No

	UR Designation
Slum	No
Blighted	No
Economic Development	No

TIF Taxing District Value by Class - 1/1/2023 for FY 2025

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	2,746,260	14,215,840	0	0	0	16,962,100	0	16,962,100
Taxable	0	1,272,696	11,986,185	0	0	0	13,258,881	0	13,258,881
Homestead Credits									3

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2025	11,788,880	5,173,220	0	5,173,220	130,457

FY 2025 TIF Revenue Received: 0

◆ Annual Urban Renewal Report, Fiscal Year 2024 - 2025

Urban Renewal Area Data Collection

Local Government Name: CLIVE (77G716)
 Urban Renewal Area: CLIVE URBAN RENEWAL
 UR Area Number: 77060

UR Area Creation Date: 05/1991

UR Area Purpose: To encourage commercial and industrial growth with jobs creation and retention. See attached plan.

Tax Districts within this Urban Renewal Area	Base No.	Increment No.	Increment Value Used
CLIVE CITY/WDM SCH/03-1 (LADCO DEV) TIF INCR	770633	770634	8,484,064
CLIVE CITY/WDM SCH/06 (114TH ST DIST) AMD TIF INCR	770682	770683	9,920,794
CLIVE CITY/WDM SCH/07 AMD TIF INCR	770716	770717	0
CLIVE CITY/WDM SCH/18 B AMD TIF INCR	770929	770930	6,418,466
CLIVE CITY/WDM SCH/23 AMD POLK CO ADD TIF INCR	771076	771077	0

Urban Renewal Area Value by Class - 1/1/2023 for FY 2025

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	46,625,700	106,075,800	0	0	0	152,701,500	0	152,701,500
Taxable	0	21,607,655	94,942,569	0	0	0	116,550,224	0	116,550,224
Homestead Credits									0

TIF Sp. Rev. Fund Cash Balance as of 07-01-2024: 270,372 0 **Amount of 07-01-2024 Cash Balance Restricted for LMI**

TIF Revenue: 1,222,790
 TIF Sp. Revenue Fund Interest: 53,769
 Property Tax Replacement Claims 0
 Asset Sales & Loan Repayments: 15,143
Total Revenue: 1,291,702

Rebate Expenditures: 245,979
 Non-Rebate Expenditures: 1,067,975
 Returned to County Treasurer: 0
Total Expenditures: 1,313,954

TIF Sp. Rev. Fund Cash Balance as of 06-30-2025: 248,120 0 **Amount of 06-30-2025 Cash Balance Restricted for LMI**

Projects For CLIVE URBAN RENEWAL

156th & University Widening

Description:	Paving of 156th and widening of Univ from 138-142
Classification:	Roads, Bridges & Utilities
Physically Complete:	Yes
Payments Complete:	No

128th Widening & 86th & Hickman

Description:	Redesign of 86th & Hickman and widening of 128th
Classification:	Roads, Bridges & Utilities
Physically Complete:	Yes
Payments Complete:	No

Ladco-Clive Wellness Campus

Description:	Developer rebates in Ladco area
Classification:	Commercial-Medical
Physically Complete:	Yes
Payments Complete:	No

Walnut Ridge of Clive

Description:	Tax rebates to owner for construction of senior housing
Classification:	Residential property (classified residential)
Physically Complete:	Yes
Payments Complete:	No

Clark Street

Description:	Street reconstruction and improvements
Classification:	Roads, Bridges & Utilities
Physically Complete:	Yes
Payments Complete:	No

111th Street & Greenbelt Landing

Description:	Street improvements, Streambank stablization and park improvements
Classification:	Recreational facilities (lake development, parks, ball fields, trails)
Physically Complete:	No
Payments Complete:	No

Linnan Park

Description:	Redesign and Park Improvements
Classification:	Recreational facilities (lake development, parks, ball fields, trails)
Physically Complete:	No
Payments Complete:	No

City Hall Facility

Description:	Facility Improvements
Classification:	Municipal and other publicly-owned or leased buildings
Physically Complete:	No
Payments Complete:	No

Debts/Obligations For CLIVE URBAN RENEWAL

Ladco

Debt/Obligation Type:	Rebates
Principal:	69,126
Interest:	0
Total:	69,126
Annual Appropriation?:	Yes
Date Incurred:	01/28/2003
FY of Last Payment:	2025

Walnut Ridge of Clive

Debt/Obligation Type:	Rebates
Principal:	176,853
Interest:	0
Total:	176,853
Annual Appropriation?:	Yes
Date Incurred:	04/17/2007
FY of Last Payment:	2025

GO 2019C Street Improvement Bonds

Debt/Obligation Type:	Gen. Obligation Bonds/Notes
Principal:	1,775,000
Interest:	175,100
Total:	1,950,100
Annual Appropriation?:	No
Date Incurred:	10/11/2019
FY of Last Payment:	2031

GO 2021C CIP Bond

Debt/Obligation Type:	Gen. Obligation Bonds/Notes
Principal:	8,075,000
Interest:	1,769,418
Total:	9,844,418
Annual Appropriation?:	No
Date Incurred:	11/16/2021
FY of Last Payment:	2039

GO 2023B CIP Bond

Debt/Obligation Type:	Gen. Obligation Bonds/Notes
Principal:	2,775,000
Interest:	1,149,943
Total:	3,924,943
Annual Appropriation?:	No
Date Incurred:	11/15/2023
FY of Last Payment:	2039

GO 2024B CIP Bond

Debt/Obligation Type:	Gen. Obligation Bonds/Notes
Principal:	600,000
Interest:	304,872
Total:	904,872
Annual Appropriation?:	No
Date Incurred:	11/14/2024
FY of Last Payment:	2044

Non-Rebates For CLIVE URBAN RENEWAL

TIF Expenditure Amount:	280,400
Tied To Debt:	GO 2019C Street Improvement Bonds
Tied To Project:	Clark Street
TIF Expenditure Amount:	523,844
Tied To Debt:	GO 2021C CIP Bond
Tied To Project:	111th Street & Greenbelt Landing
TIF Expenditure Amount:	263,731
Tied To Debt:	GO 2023B CIP Bond
Tied To Project:	City Hall Facility
TIF Expenditure Amount:	0
Tied To Debt:	GO 2024B CIP Bond
Tied To Project:	Linnan Park

Rebates For CLIVE URBAN RENEWAL

Clive Wellness Campus-Ladco

TIF Expenditure Amount:	69,126
Rebate Paid To:	Healthcare Realty Trust
Tied To Debt:	Walnut Ridge of Clive
Tied To Project:	Ladco-Clive Wellness Campus
Projected Final FY of Rebate:	2025

Walnut Ridge Senior Center-Campus Drive

TIF Expenditure Amount:	176,853
Rebate Paid To:	Wedum Walnut Ridge
Tied To Debt:	Walnut Ridge of Clive
Tied To Project:	Walnut Ridge of Clive
Projected Final FY of Rebate:	2025

◆ Annual Urban Renewal Report, Fiscal Year 2024 - 2025

TIF Taxing District Data Collection

Local Government Name: CLIVE (77G716)
 Urban Renewal Area: CLIVE URBAN RENEWAL (77060)
 TIF Taxing District Name: CLIVE CITY/WDM SCH/03-1 (LADCO DEV) TIF INCR
 TIF Taxing District Inc. Number: 770634
 TIF Taxing District Base Year: 2002
 FY TIF Revenue First Received: 2006
 Subject to a Statutory end date? No

	UR Designation
Slum	No
Blighted	No
Economic Development	02/2003

TIF Taxing District Value by Class - 1/1/2023 for FY 2025

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	48,331,100	0	0	0	48,331,100	0	48,331,100
Taxable	0	0	43,235,610	0	0	0	43,235,610	0	43,235,610
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2025	0	43,235,610	8,484,064	34,751,546	939,184

FY 2025 TIF Revenue Received: 474,160

TIF Taxing District Data Collection

Local Government Name: CLIVE (77G716)
 Urban Renewal Area: CLIVE URBAN RENEWAL (77060)
 TIF Taxing District Name: CLIVE CITY/WDM SCH/06 (114TH ST DIST) AMD TIF INCR
 TIF Taxing District Inc. Number: 770683
 TIF Taxing District Base Year: 2005
 FY TIF Revenue First Received: 2010
 Subject to a Statutory end date? No

	UR Designation
Slum	No
Blighted	No
Economic Development	04/2006

TIF Taxing District Value by Class - 1/1/2023 for FY 2025

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	46,625,700	23,000,000	0	0	0	69,625,700	0	69,625,700
Taxable	0	21,607,655	20,634,514	0	0	0	42,242,169	0	42,242,169
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2025	20,543,630	42,242,169	9,920,794	32,321,375	873,507

FY 2025 TIF Revenue Received: 520,019

◆ Annual Urban Renewal Report, Fiscal Year 2024 - 2025

TIF Taxing District Data Collection

Local Government Name: CLIVE (77G716)
 Urban Renewal Area: CLIVE URBAN RENEWAL (77060)
 TIF Taxing District Name: CLIVE CITY/WDM SCH/07 AMD TIF INCR
 TIF Taxing District Inc. Number: 770717
 TIF Taxing District Base Year: 2006
 FY TIF Revenue First Received:
 Subject to a Statutory end date? No

UR Designation	
Slum	No
Blighted	No
Economic Development	04/2007

TIF Taxing District Value by Class - 1/1/2023 for FY 2025

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	1,900	0	0	0	1,900	0	1,900
Taxable	0	0	881	0	0	0	881	0	881
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2025	1,900	0	0	0	0

FY 2025 TIF Revenue Received: 0

TIF Taxing District Data Collection

Local Government Name: CLIVE (77G716)
 Urban Renewal Area: CLIVE URBAN RENEWAL (77060)
 TIF Taxing District Name: CLIVE CITY/WDM SCH/18 B AMD TIF INCR
 TIF Taxing District Inc. Number: 770930
 TIF Taxing District Base Year: 2017
 FY TIF Revenue First Received:
 Subject to a Statutory end date? No

UR Designation	
Slum	No
Blighted	No
Economic Development	No

TIF Taxing District Value by Class - 1/1/2023 for FY 2025

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	33,523,000	0	0	0	33,523,000	0	33,523,000
Taxable	0	0	30,039,230	0	0	0	30,039,230	0	30,039,230
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2025	2,327,900	30,039,230	6,418,466	23,620,764	638,367

FY 2025 TIF Revenue Received: 228,611

◆ Annual Urban Renewal Report, Fiscal Year 2024 - 2025

TIF Taxing District Data Collection

Local Government Name: CLIVE (77G716)
 Urban Renewal Area: CLIVE URBAN RENEWAL (77060)
 TIF Taxing District Name: CLIVE CITY/WDM SCH/23 AMD POLK CO ADD TIF INCR
 TIF Taxing District Inc. Number: 771077
 TIF Taxing District Base Year: 0
 FY TIF Revenue First Received:
 Subject to a Statutory end date? No

UR Designation	
Slum	No
Blighted	No
Economic Development	No

TIF Taxing District Value by Class - 1/1/2023 for FY 2025

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	1,219,800	0	0	0	1,219,800	0	1,219,800
Taxable	0	0	1,032,334	0	0	0	1,032,334	0	1,032,334
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2025	914,900	304,900	0	304,900	8,240

FY 2025 TIF Revenue Received: 0



Memo

TO: Mayor and Council members

FROM: Amanda Grutzmacher, Senior Planner

DATE: October 23, 2025

RE: Resolution Setting Public Hearing (11/13/2025, 6:00 p.m.) - Hickman Road Right-of-Way Vacation

SYNOPSIS:

Staff has been working with Fortress Bank on redevelopment of the former Car City West site at 11140 Hickman Road. The planned redevelopment requires removal of the City welcome sign currently located within the city-owned right-of-way proposed to be vacated. The developer has agreed to reconstruct a similar sign as part of the site redevelopment; an initial draft of a potential public facility sign design is attached. Staff is currently reviewing the latest site plan submittal and the proposed public facility sign design and will provide comments to the applicant to be addressed prior to the public hearing regarding right-of-way vacation.

Staff recommends approval of the Resolution Setting Public Hearing to consider vacating a portion of the Hickman Road right-of-way.

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

Attachments:

1. Resolution
2. Vacation Exhibit
3. Draft Public Facility Sign Design

RESOLUTION SETTING DATE OF PUBLIC HEARING TO CONSIDER
VACATING A PORTION OF HICKMAN ROAD RIGHT-OF-WAY

WHEREAS, the City of Clive currently holds title to certain real estate which constitutes a portion of the Hickman Road right-of-way adjacent to Lot 10, Interstate Investment Subdivision 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 acquired by the City of Clive by quit claim deed transferred from the Iowa Department of Transportation, 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 owner, Fortress Bank; 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 6:00 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 the City 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 23rd day of October 2025.

CITY OF CLIVE

By: _____
John Edwards, Mayor

ATTEST:

By: _____
Matthew D. Graham, City Clerk

EXHIBIT "A"

RIGHT-OF-WAY VACATION LEGAL DESCRIPTION

A PART OF LOT G, STATE FARM ADDITION AND A PART OF LOT C, INTERSTATE INVESTMENT SUBDIVISION, BOTH BEING OFFICIAL PLATS IN THE CITY OF CLIVE, POLK COUNTY, IOWA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 10, SAID INTERSTATE INVESTMENT SUBDIVISION; THENCE NORTH 00°07'38" WEST ALONG THE EASTERLY LINE OF LOT 1, HOLMES OLDSMOBILE HONDA, AN OFFICIAL PLAT, 66.51 FEET TO THE NORTHEAST CORNER OF SAID LOT 1; THENCE SOUTH 89°47'34" EAST ALONG THE NORTH LINE OF THE PROPERTY DESCRIBED IN QUIT CLAIM DEED RECORDED IN BOOK 5431, PAGE 787, A DISTANCE OF 191.07 FEET; THENCE SOUTH 12°54'38" EAST, 43.71 FEET; THENCE SOUTH 00°10'59" WEST, 17.65 FEET TO THE NORTH LINE OF SAID LOT 10; THENCE NORTH 89°46'23" WEST ALONG SAID NORTH LINE, 147.46 FEET; THENCE SOUTH 83°24'09" WEST ALONG SAID NORTH LINE, 53.53 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.28 ACRES (12,043 SQUARE FEET).



6

HICKMAN RD

Proposed Right of Way Vacation

11264

11206

11140

11088 11086 11084

2233
2211

11058 11054
11052

2181

2163

NW 114TH ST

NW 114TH ST

2159

2157

INDEX LEGEND

LOCATION: PART OF LOT G STATE FARM ADDITION
PART OF LOT C INTERSTATE INVESTMENT SUBDIVISION

REQUESTOR: FORTRESS BANK

PROPRIETOR: CITY OF CLIVE
1900 NW 114TH ST.
CLIVE, IA 50325

SURVEYOR: JOSHUA E. MACKIE

SURVEYOR COMPANY: CIVIL DESIGN ADVANTAGE

PREPARED BY & RETURN TO: CIVIL DESIGN ADVANTAGE
4121 NW URBANDALE DRIVE
URBANDALE, IOWA 50322
PH: 515-369-4400

AREA RIGHT RESERVED FOR
RECORDING STAMP

R.O.W. VACATION

DATE OF SURVEY

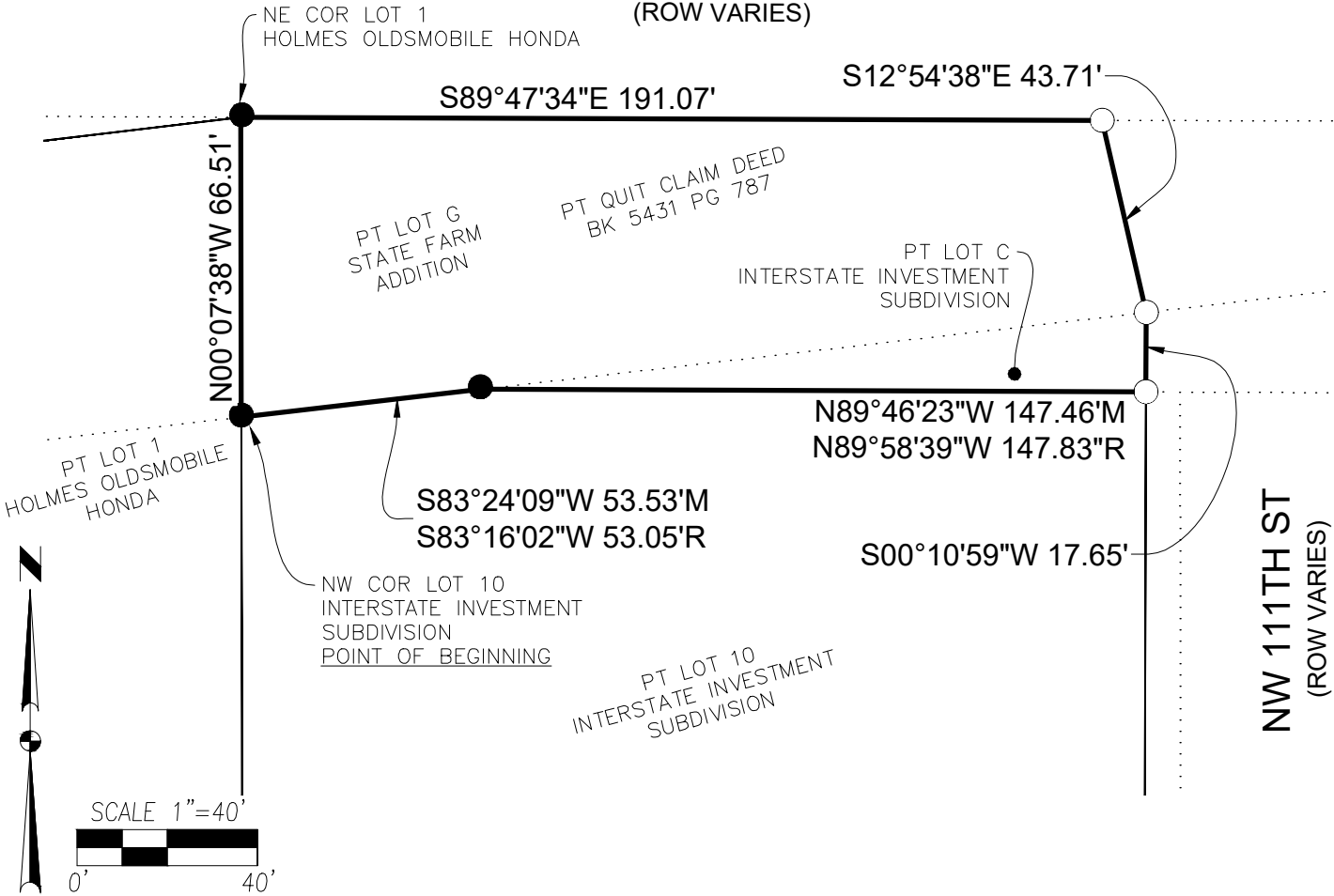
8/27/2025

VACATION DESCRIPTION

A PART OF LOT G, STATE FARM ADDITION AND A PART OF LOT C, INTERSTATE INVESTMENT SUBDIVISION, BOTH BEING OFFICIAL PLATS IN THE CITY OF CLIVE, POLK COUNTY, IOWA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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HICKMAN RD
(ROW VARIES)



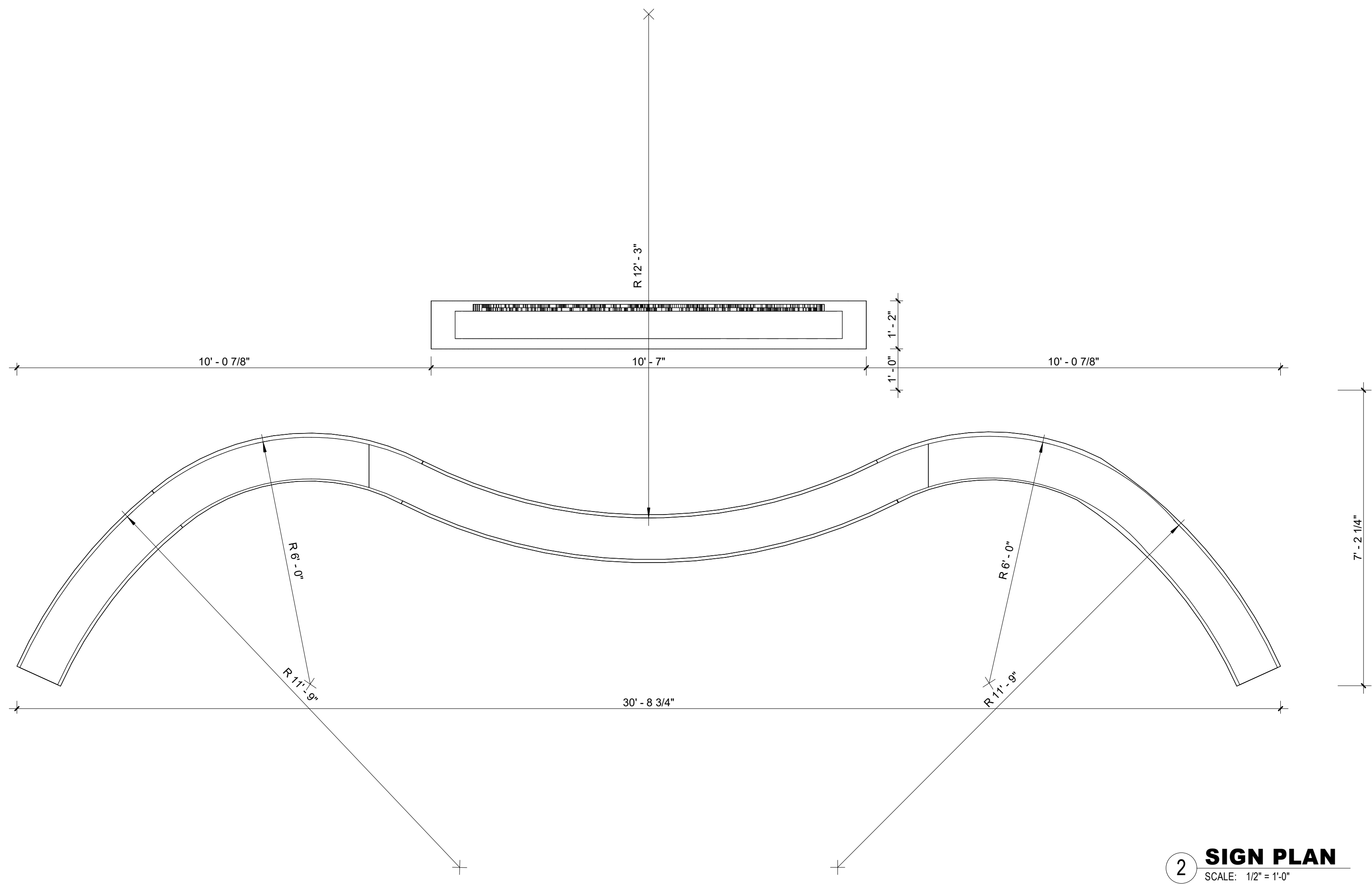
LEGEND

	FOUND	SET
SECTION CORNER AS NOTED	▲	△
1/2" REBAR, YELLOW PLASTIC CAP#29363 (UNLESS OTHERWISE NOTED)	●	○
MEASURED BEARING & DISTANCE	M	
RECORDED BEARING & DISTANCE	R	
DEEDED BEARING & DISTANCE	D	
CENTERLINE	---	---
SECTION LINE	---	---
EASEMENT LINE	---	---

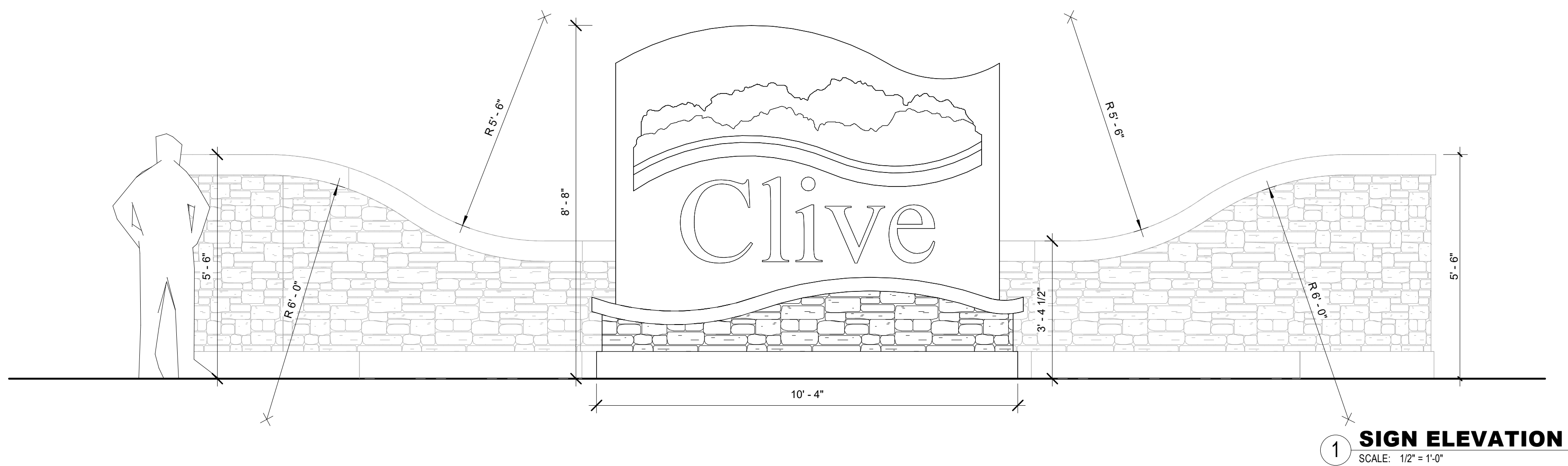


I HEREBY CERTIFY THAT THIS LAND SURVEYING DOCUMENT WAS PREPARED AND THE RELATED SURVEY WORK WAS PERFORMED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL LAND SURVEYOR UNDER THE LAWS OF THE STATE OF IOWA.

JOSHUA E. MACKIE, P.L.S. DATE
LICENSE NUMBER 29363
MY LICENSE RENEWAL DATE IS DECEMBER 31, 2025
PAGES OR SHEETS COVERED BY THIS SEAL:
THIS SHEET



2 SIGN PLAN
SCALE: 1/2" = 1'-0"



1 SIGN ELEVATION
SCALE: 1/2" = 1'-0"



This drawing has been prepared by the Architect, or under the Architect's direct supervision. This drawing is provided as an instrument of service by the Designer / Architect and is intended for use on this project only. Any reproduction, use, or disclosure of information contained herein without the prior written consent of the Architect is strictly prohibited. (C) Copyright 2025 by Simonson & Associates Architects, L.L.C.

FORTRESS BANK

11140 HICKMAN ROAD
CLIVE, IA
10/09/25

24"x36" SHEET (FULL SIZE)
- SCALE IS AS NOTED
12"x18" SHEET (HALF SIZE)
- SCALE IS ONE-HALF OF WHAT IS NOTED
OTHER SHEET SIZES NOT TO SCALE
SAA JOB #: 21XXX

SIMONSON
PLANNING • ARCHITECTURE • INTERIORS
Simonson + Associates Architects LLC
1717 Ingersoll Ave, Suite 117, Des Moines, Iowa 50309
Ph. 515-440-5626
www.simonsonassoc.com



Memo

TO: Mayor and Council members

FROM: Jeff May, Public Works Director

DATE: October 23, 2025

RE: Resolution Setting Public Hearing (12/11/25 6:00 p.m.) - 2025-2026 Sanitary Sewer Lining Program

SYNOPSIS:

As part of the annual maintenance program the City of Clive (City) Public Works Department contracts for the lining of sanitary sewer mains. The lining helps reduce the amount of Inflow and Infiltration (I&I) into the City's sewer system and provides structural support to the clay sewer mains which extends the service life of the mains.

The Sanitary Sewer Study recommended the City prioritize the lining of clay sewer mains. This year's program includes 3,911 lf (1,490 lf of 8" and 2,421 lf of 10" of sanitary sewer main.

The sanitary sewer mains included in the contract are located in the Indian Hills area around NW 91st Street, NW 90th Ct and NW 90th and Carpenter Circle. The mains that will be lined are identified on the attached Overview map.

Bids will be received on November 18, 2025 and a Public Hearing will be held at 6:00 p.m., at the regular City Council Meeting on December 11, 2025.

The estimated cost for this project is \$198,120.00.

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

Attachments:

1. Resolution - 10-23-25 - 2025-2026 Sanitary Sewer Lining Program - Set Public Hearing
2. 10-23-25 - 2025-26 Sanitary Sewer Rehab Engineer's Estimate
3. 10-23-25 - 2025-2026 Sanitary Sewer Lining Program Contract Documents - Signed

RESOLUTION SETTING DATE OF PUBLIC HEARING TO CONSIDER
PLANS, SPECIFICATIONS AND TAKING OF BIDS FOR
THE 2025-26 SANITARY SEWER LINING PROGRAM

WHEREAS, the City Council of the City of Clive, Iowa (the "City") has determined that it is necessary and desirable to line sanitary sewer mains in the City of Clive, Iowa, as described in the proposed plans and specifications and form of contract for such project (the "Project"), which proposed plans, specifications and form of contract and estimate of cost are on file with the City Clerk; and

WHEREAS, it is necessary to fix a time and place of public hearing on the proposed plans, specifications, taking of bids and awarding of bid for the Project and to advertise for sealed bids for the Project;

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

1. The detailed plans and specifications, notice of hearing, notice to bidders, form of contract and estimate of cost referred to in the preamble hereof are hereby approved for the purpose of enabling the solicitation of bids.
2. That the amount of the bid security to accompany each bid shall be in an amount which shall conform to the provisions of the notice to bidders approved as part of said specifications.
3. The City Council hereby delegates to the City Clerk the duty of receiving, opening and announcing the results of all bids for the construction or performance of such Project, on the 18th day of November, 2025, at 2:00 p.m., at the Clive City Hall, Clive, Iowa. The 11th day of December, 2025, at 6:00 p.m., at the Council Chambers, City Hall, is hereby fixed as the time and place of hearing on the proposed plans, specifications, taking of bids and awarding bid for the Project received by the City Clerk in connection therewith.
4. The City Clerk shall publish notice to bidders and notice of hearing, the same being in the form hereinabove approved and substantially as attached to this resolution, which publication shall be made in a legal newspaper of general circulation in the City, which publication shall be not less than 4 days not more than 20 days before the date set for hearing and receiving such bids.

5. All resolutions or parts of resolutions in conflict herewith are hereby repealed, to the extent of such conflict.

PASSED AND APPROVED THIS _____ day of _____, 2025.

By: _____
John Edwards, Mayor

ATTEST:

By: _____
Matthew D. Graham, City Clerk

2025/26 Sanitary Sewer Lining Program Bid Tabulation
City of Clive

				Engineer's Estimate	
	Description	Units	Bid Qty	Unit Price	Total Price
1	8" Lining	LF	1,490	\$ 35.00	\$ 52,150.00
3	10" Lining	LF	2,421	\$ 50.00	\$ 121,050.00
5	Service Reinstatement	EA	39	\$ 125.00	\$ 4,875.00
6	Traffic Control	LS	1	\$ 5,000.00	\$ 5,000.00
	Bid Amount				\$ 183,075.00
				City of Clive	

CITY OF CLIVE
2025/2026 SANITARY SEWER LINING PROGRAM
October 8, 2025

Clive

Distinct by Nature



I HEREBY CERTIFY THAT THIS ENGINEERING DOCUMENT WAS PREPARED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY REGISTERED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF IOWA.

Jeffrey M. May

10/15/25

SIGNATURE

DATE

Jeffrey M. May

PRINTED OR TYPED NAME

MY REGISTRATION RENEWAL DATE IS DECEMBER 31, 2026

PAGES OR SHEETS COVERED BY THIS SEAL: NTB-1 to NTB-2, ITB-1 to ITB-2, P-1 to P-5, C-1 to C-5, PM-1 to PM-5, NP-1, SP1-1 to SP1-5, SP2-1 to SP2-3, SP3-1, Tabulation, and Location Mapping.

PREPARED BY:

City of Clive, Iowa
Engineering Services Division
2123 NW 111th Street
Clive, IA 50325-3755
(515) 223-6231

2025/2026 SANITARY SEWER LINING PROGRAM CITY OF CLIVE, IOWA

The following documents are a part of this contract. If any part thereof is found to be incomplete or missing, contact the Clive City Clerk immediately. The owner reserves the right to reject any bid based on an incomplete contract document.

Document

Notice to Bidders	NTB-1 to NTB-2
Instructions to Bidders.....	ITB-1 to ITB-2
Proposal	P-1 to P-5
Contract.....	C-1 to C-5
Performance, Payment and Maintenance Bond.....	PM-1 to PM-5
Notice to Proceed.....	NP-1

Contract Provisions

Part 1 – General Requirements	SP1-1 to SP1-5
Part 2 – Resident Bidder Preference Law	SP2-1 to SP2-3
Part 3 – Title VI Assurances	SP3-1

Tabulation and Location Maps

Project Specifications:

The Statewide Urban Design Standards and Specifications for Public Improvements, most recent edition, and as further modified by subsequent revisions and special provision included in these contract documents shall apply to construction on this project.

**NOTICE TO BIDDERS AND
NOTICE OF PUBLIC HEARING**

**CITY OF CLIVE
2025/2026 SANITARY SEWER LINING PROGRAM**

Time and Place for Filing Sealed Proposals. Sealed bids for the work comprising each improvement as stated below must be filed before 2:00 p.m. on November 18, 2025 in the office of the City Clerk, Clive City Hall, 1900 NW 114th Street, Clive, Iowa 50325-7077.

Time and Place Sealed Proposals Will be Opened and Considered. Sealed proposals will be opened and bids tabulated at 2:00 p.m. on November 18, 2025, in the Council Chambers of the Clive City Hall, 1900 NW 114th Street, for consideration by the Clive City Council at its meeting on December 11, 2025. The City of Clive reserves the right to reject any and all bids. Anyone wishing to attend the bid opening must comply with the City's mask requirements at the time and comply with social distancing practices.

Time for Commencement and Completion of Work. Work on the improvements shall commence upon receipt of the written Notice to Proceed and shall be substantially completed by April 3, 2026. One Hundred Dollars (\$100.00) will be assessed for each calendar day that the work remains incomplete thereafter.

Bid Security. No bid security is required. Performance, payment and maintenance bonds are required.

Contract Documents. Copies of the contract documents are available from the Public Works Department and may be examined at the Public Works Facility, 2123 NW 111th Street, Clive, Iowa. Copies shall be available at no cost. Project documents will be on file for inspection at the following offices after issuance date:

Construction Update Plan Room Network
Des Moines Office
221 Park Street
Des Moines, IA 50303
(515) 288-8904 or 1-800-362-2578

Dodge Data & Analytics
3315 Central Avenue
Hot Springs, AK 71913
1-800-328-4542 Ext. 3628

Public Hearing on Proposed Contract Documents and Estimated Costs for Improvement. A public hearing will be held by the Clive City Council on the proposed contract documents (plans, specifications and form of contract) and estimated cost for the improvements, as bid by the selected bidder, at its meeting at 6:00 pm on December 11, 2025, in said Council Chambers of the City Hall, 1900 NW 114th Street, Clive, Iowa.

Preference of Products and Labor. By virtue of statutory authority, preference will be given to products and provisions grown and coal produced within the State of Iowa, and to Iowa domestic labor, to the extent lawfully required under Iowa statutes.

Resident Bidder Preference Law. Iowa Code 73A.21 outlines the reciprocal resident bidder and labor force preference statute. The Iowa Department of Labor (DOL) has adopted administrative rules to enforce this law. Failure to submit a fully completed Bidder Status Form with the bid may result in the bid being deemed nonresponsive and rejected.

Title VI Assurances. The City of Clive in accordance with Title VI of the Civil Rights Act of 1964, Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, sex, age, or disability in consideration for award.

Sales Tax. The bidder shall **not** include sales tax in the bid. Rather, the City will issue tax exemption certificates to the successful low bidder after the project has been awarded.

General Nature of Public Improvement. This project includes all materials, equipment, transportation and labor needed to install approximately 3,911 linear feet of continuous sewer lining at various locations in the City of Clive, Iowa. Project items include pipe lining (8" and 10" diameter), service reinstatement, traffic control and other minor activities related to the proper installation of the liner. Specific project location along with the kind and approximate quantity of materials to be used shall be as set forth in the Plans and Specifications.

This notice is given by authority of the City of Clive.

Matthew D. Graham, City Clerk

INSTRUCTIONS TO BIDDERS

Project Name 2025/2026 Sanitary Sewer Lining Program

The work comprising the above referenced project shall be constructed in accordance with the Statewide Urban Design Standards and Specifications for Public Improvements, most recent edition, and as further modified by subsequent revisions and special provision included in the contract documents. The terms used in the contract revision of the documents are defined in said Standard Specifications. Before submitting your bid, please review the General Provisions and Covenants, in particular the sections regarding proposal requirements, bonding, contract execution and insurance requirements. Please be certain that all documents have been completed properly, as failure to complete and sign all documents and to comply with the requirements listed below can cause your bid not to be read.

I. BID SECURITY

No bid security is required.

II. SUBMISSION OF THE PROPOSAL AND IDENTITY OF BIDDER

- A. The proposal shall be sealed in an envelope, properly identified as the Proposal with the project title and the name and address of the bidder, and deposited with the Jurisdiction at or before the time and at the place provided in the Notice to Bidders. It is the sole responsibility of the bidder to see that its proposal is delivered to the Jurisdiction prior to the time for opening bids, along with the appropriate bid security sealed in a separate envelope identified as Bid Security and attached to the outside of the bid proposal envelope. Any proposal received after the scheduled time for the receiving of proposals will be returned to the bidder unopened and will not be considered. If the Jurisdiction provides envelopes for proposals and bid security, bidders shall be required to utilize such envelopes in the submission of their bids.
- B. The following documents shall be completed, signed and returned in the Proposal envelope. The bid cannot be read if any of these documents are omitted from the Proposal envelope.

1. PROPOSAL – Complete each of the following parts:

- Part B – Acknowledgment of Addenda, if any have been issued;
- Part C – Bid Items, Quantities and Prices
- Part F – Additional Requirements;
- Part G – Identity of Bidder

The following documents which are proposal attachments, must be completed and attached:

<u>ITEM NO.</u>	<u>DESCRIPTION OF ATTACHMENT</u>
1.	Bidder Status Form (Sheet SP2-2)
2.	
3.	
4.	
5.	
6.	

(CON'T – INSTRUCTION TO BIDDERS)

- Part G – Identity of Bidder;

Sign the proposal; and have the signature notarized. The signature on the proposal and all proposal attachments must be an original signature in ink signed by the same individual who is the Company Owner or an authorized Officer of the Company; copies or facsimile of any signature will not be accepted.

The following documents must be submitted as printed. No alterations, additions, or deletions are permitted. If the Bidder notes a requirement in the contract documents that the Bidder believes will require a conditioned or unsolicited alternate bid, the Bidder must immediately notify the Jurisdictional Engineer in writing. The Jurisdictional Engineer will issue any necessary interpretation by an addendum.

TO: The Honorable Mayor and
Members of the City Council
City of Clive, Iowa

PROPOSAL

PROPOSAL: PART A – SCOPE

The City of Clive, hereinafter called the “Jurisdiction”, has need of a qualified contractor to complete the work comprising the below referenced improvement. The undersigned Bidder hereby proposes to complete the work comprising the below referenced improvement as specified in the contract documents, which are officially on file with the Jurisdiction, in the office of the City Clerk, at the prices hereinafter provided in Part C of the Proposal, for the following described improvements:

2025/2026 SANITARY SEWER LINING PROGRAM

This project includes all materials, equipment, transportation and labor needed to install approximately 3,911 linear feet of continuous sewer lining at various locations in the City of Clive, Iowa. Project items include pipe lining (8” and 10” diameter), service reinstatement, traffic control and other minor activities related to the proper installation of the liner. Specific project location along with the kind and approximate quantity of materials to be used shall be as set forth in the Plans and Specifications.

PROPOSAL: PART B – ACKNOWLEDGMENT OF ADDENDA

The Bidder hereby acknowledges that all addenda become a part of the contract documents when issued, and that each such addendum has been received and utilized in the preparation of this bid. The Bidder hereby acknowledges receipt of the following addenda by inserting the number of each addendum in the blanks below:

ADDENDUM NUMBER _____ ADDENDUM NUMBER _____

ADDENDUM NUMBER _____ ADDENDUM NUMBER _____

and certifies that said addenda were utilized in the preparation of this bid.

(CON'T – PROPOSAL)

PROPOSAL: PART C – BID ITEMS, QUANTITIES AND PRICES

UNIT BID PRICE CONTRACTS: The Bidder must provide the Unit Bid Price, the Total Bid Price, any Alternate Prices and the Total Construction Costs on the Proposal Attachment: Part C – Bid Items, Quantities, and Prices. In case of discrepancy, the Unit Bid Price governs. The quantities shown on the Proposal Attachment: Part C – Bid Items, Quantities and Prices are approximate only, but are considered sufficiently adequate for the purpose of comparing bids. The Total Construction Cost plus any alternates selected by the Jurisdiction shall be used only for comparison of bids. The Total Construction Cost, including any Add-Alternates, shall be used for determining the sufficiency of the bid security.

BASE BID CONTRACTS: The Bidder must provide any Bid Prices, any Alternate Prices, and the Total of the Base Bid plus any Add-Alternates on the Proposal Attachment: Part C – Bid Items, Quantities, and Prices. The Total of the Base Bid plus any Alternates selected by the Jurisdiction shall be used only for comparison of bids. The Total of the Base Bid plus any Add-Alternates shall be used for determining the sufficiency of the bid security.

PROPOSAL: PART D – GENERAL

The Bidder hereby acknowledges that the Jurisdiction, in advertising for public bids for this project reserves the right to:

1. Reject any or all bids. Award of the contract, if any, to be to the lowest responsible, responsive bidder; and
2. Reject any or all alternates in determining the items to be included in the contract. Designation of the lowest responsible, responsive bidder to be based on comparison of the total bid plus any selected alternates; and
3. Make such alterations in the contract documents or in the proposal quantities as it determines necessary in accordance with the contract documents after execution of the contract. Such alterations shall not be considered a waiver of any conditions of the contract documents, and shall not invalidate any of the provisions thereof; and

The Bidder hereby agrees to:

1. Enter into a contract, if this proposal is selected, in the form approved by the Jurisdiction, provide proof of registration with the Iowa Division of Labor in accordance with Chapter 91C of the Iowa Code, and furnish a performance, maintenance, and payment bond; and
2. Commence work on the improvements upon receipt of the written Notice to Proceed and to fully complete the project by April 3, 2025; and to pay liquidated damages for noncompliance with said completion provisions at the rate of One Hundred Dollars (\$100.00) for each calendar day thereafter that the work remains incomplete.

(CON'T – PROPOSAL)

PROPOSAL: PART E – NON-COLLUSION AFFIDAVIT

The Bidder hereby certifies:

1. That this proposal is not affected by, contingent on, or dependent on any other proposal submitted for any improvement with the Jurisdiction; and
2. That no individual employed by the Bidder has employed any person to solicit or procure the work on this project, nor will any employee of the Bidder make any payment or agreement for payment of any compensation in connection with the procurement of this project; and
3. That no part of the bid price received by the Bidder was or will be paid to any person, corporation, firm, association, or other organization for soliciting the bid, other than the payment of their normal compensation to persons regularly employed by the Bidder whose services in connection with the construction of the project were in the regular course of their duties for the Bidder; and
4. That this proposal is genuine and not collusive or sham; that the Bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to submit a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought, by agreement or collusion, or communication or conference, with any person, to fix the bid price of the Bidder or of any other bidder, and that all statements in this proposal are true; and
5. That the individual(s) executing this proposal have the authority to execute this proposal on behalf of the Bidder.

PROPOSAL: PART F – ADDITIONAL REQUIREMENTS

The Bidder hereby agrees to comply with the additional requirements listed below which are included in this proposal and identified as proposal attachments:

<u>ITEM NO.</u>	<u>DESCRIPTION OF ATTACHMENT</u>
1.	Bidder Status Form (Sheet SP2-2)
2.	
3.	
4.	
5.	
6.	

(CON'T - PROPOSAL)

PROPOSAL: PART G – IDENTITY OF BIDDER

The Bidder shall indicate whether the bid is
Submitted by a/an:

- ☐ Individual,
Sole Proprietorship
- ☐ Partnership
- ☐ Corporation
- ☐ Limited Liability Company
- ☐ Joint-venture: all parties must join-in and
execute all documents
- ☐ Other

The Bidder shall enter its Public Registration
Number _____ - _____ issued
By the Iowa Commissioner of Labor Pursuant
Section 91C.5 of the Iowa Code.

Bidder

Signature

By _____
Name (Print/Type)

Title

Street Address

City, State, Zip Code

Telephone Number

**Type or print the name and title of the
company's owner, president, CEO, etc. if
a different person than entered above.**

Name

Title

**NOTE: The signature on this proposal must be an original signature in ink; copies or facsimile
of any signature will not be accepted.**

Subscribed and sworn to before me this _____ day of _____, 20 ____.

Notary Public in and for: State of _____ County of _____

My commission expires _____

PROPOSAL ATTACHMENT: PART C

PROPOSAL

PROPOSAL ATTACHMENT: PART C – BID ITEMS, QUANTITIES AND PRICES

The bidder must provide the Unit Bid Price(s), the Total Bid Price, any Alternate Price(s), and the Total Construction Cost; in case of discrepancy, the Unit Bid Price governs. This is a Unit Bid Price Contract. The quantities shown on the Bid Schedule are approximate only, but are considered sufficiently adequate for the purpose of comparing bids. The Total Construction Cost plus any alternate selected by the Jurisdiction shall be used only for comparison of bids. The Total Construction Cost plus any Add-Alternates shall be used for determining the sufficiency of the bid security.

2025/2026 Sanitary Sewer Lining Program

ITEM	DESCRIPTION	ESTIMATED UNITS	UNIT PRICE	AMOUNT
1.	8" Lining	1,490 LF	\$	\$
2.	10" Lining	2,421 LF	\$	\$
3.	Service Reinstatement	90 each	\$	\$
4.	Traffic Control	1.0 LS	\$	\$
			BID TOTAL	\$

NOTE:

IT IS UNDERSTOOD THAT THE ABOVE QUANTITIES ARE ESTIMATED FOR THE PURPOSE OF THIS BID. ALL QUANTITIES ARE SUBJECT TO REVISION BY THE CITY. QUANTITY CHANGES WHICH AMOUNT TO TWENTY (20) PERCENT OR LESS OF THE TOTAL BID SHALL NOT AFFECT THE UNIT PRICE.

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DATE _____

CONTRACT

THIS CONTRACT, made and entered into at Clive, Iowa this _____ day of _____, 20____, by and between the City of Clive by its Mayor, upon order of its City Council hereinafter called the "Jurisdiction", and _____ hereinafter called the "Contractor".

WITNESSETH:

The Contractor hereby agrees to complete the work comprising the below referenced improvement as specified in the contract documents, which are officially on file with the Jurisdiction, in the office of the City Clerk. This contract includes all contract documents. The work under this contract shall be constructed in accordance with the Statewide Urban Design Standards and Specifications for Public Improvements, most recent edition, and as further modified by all special provisions included in said contract documents, and the Contract Attachment which is attached hereto. The Contractor further agrees to complete the work in strict accordance with said contract documents, and to guarantee the work as required by law, for the time required in said contract documents, after its acceptance by the Jurisdiction.

This contract is awarded and executed for completion of the work specified in the contract documents for the bid prices shown on the Contract Attachment: Bid Items, Quantities and Prices which were proposed by the Contractor in its proposal submitted in accordance with the Notice to Bidders and Notice of Public Hearing for the following described improvements:

2025/2026 SANITARY SEWER LINING PROGRAM

This project includes all materials, equipment, transportation and labor needed to install approximately 3,911 linear feet of continuous sewer lining at various locations in the City of Clive, Iowa. Project items include pipe lining (8" and 10" diameter), service reinstatement, traffic control and other minor activities related to the proper installation of the liner. Specific project location along with the kind and approximate quantity of materials to be used shall be as set forth in the Plans and Specifications.

(CONT. CONTRACT)

The Contractor agrees to perform said work for and in consideration of the Jurisdiction's payment of the bid amount of _____ dollars (\$) _____ which amount shall constitute the required amount of the performance, maintenance, and payment bond. The Contractor hereby agrees to commence work on the improvements upon receipt of the written Notice to Proceed and to fully complete the project by April 3, 2026; and to pay liquidated damages for noncompliance with said completion provisions at the rate of One Hundred Dollars (\$100.00) for each calendar day thereafter that the work remains incomplete.

IN WITNESS WHEREOF, the Parties hereto have executed this instrument, in triplicate on the date first shown written.

JURISDICTION

CONTRACTOR

By _____
John Edwards, Mayor

Contractor

(Seal)
ATTEST:

By _____
Signature

Matthew Graham, City Clerk

Title

Street Address

City, State, Zip Code

Telephone

CONTRACTOR PUBLIC REGISTRATION INFORMATION To Be Provided By:

1. All Contractors: The Contractor shall enter its Public Registration Number _____ issued by the Iowa Commissioner of Labor pursuant to Section 91C.5 of the Iowa Code.
2. Out-of-State Contractors:
 - A. Pursuant to Section 91C.7 of the Iowa Code, an out-of-state contractor, before commencing a contract in excess of five thousand dollars in value in Iowa, shall file a bond with the division of labor services of the department of workforce development. The contractor should contact 515-242-5871 for further information. Prior to contract execution, the City Engineer may forward a copy of this contract to the Iowa Department of Workforce Development as notification of pending construction work. It is the contractor's responsibility to comply with said Section 91C.7 before commencing this work.

(CON'T – CONTRACT)

CORPORATE ACKNOWLEDGMENT

State of _____)
) SS
_____ County)

On this ____ day of _____, 20____, before me, the undersigned, a Notary Public in and for the State of _____, personally appeared _____ and _____, to me known, who, being by me duly sworn, did say that they are the _____, and _____, respectively, of the corporation executing the foregoing instrument; that (no seal has been procured by) (the seal affixed thereto is the seal of) the corporation; that said instrument was signed (and sealed) on behalf of the corporation by authority of this Board of Directors; that _____ and _____ acknowledged the execution of the instrument to be the voluntary act and deed of the corporation, by it and by them voluntarily executed.

Notary Public in and for the State of _____
My commission expires _____, 20____

PARTNERSHIP ACKNOWLEDGMENT

State of _____)
) SS
_____ County)

On this ____ day of _____, 20____, before me, the undersigned, a Notary Public in and for the State of _____, personally appeared _____ to me personally known, who being by me duly sworn, did say that the person is one of the partners of _____, a partnership, and that the instrument was signed on behalf of the partnership by authority of the partners and the partner acknowledged the execution of the instrument to be the voluntary act and deed of the partnership by it and by the partner voluntarily executed.

Notary Public in and for the State of _____
My commission expires _____, 20____

(CON'T – CONTRACT)

INDIVIDUAL ACKNOWLEDGMENT

State of _____)
) SS
_____ County)

On this _____ day of _____, 20____, before me, the undersigned, a Notary Public in and for the State of _____, personally appeared _____ and _____, to me known to be the identical person(s) named in and who executed the foregoing instrument, and acknowledged that (he) (she) (they) executed the instrument as (his) (her) (their) voluntary act and deed.

Notary Public in and for the State of _____
My commission expires _____, 20____

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

State of _____)
) SS
_____ County)

On this _____ day of _____, 20____, before me a Notary Public in and for said county, personally appeared _____, to me personally known, who being by me duly sworn did say that person is _____ of said _____, that (the seal affixed to said instrument is the seal of said OR no seal has been procured by the said) _____, and that said instrument was signed and sealed on behalf of the said _____, by authority of its managers and the said _____ acknowledged the execution of said instrument to be the voluntary act and deed of said _____, by it voluntarily executed.

Notary Public in and for the State of _____
My commission expires _____, 20____

(CON'T – CONTRACT ATTACHMENT)

CONTRACT ATTACHMENT: BID ITEMS, QUANTITIES AND PRICES

THIS CONTRACT IS AWARDED AND EXECUTED FOR COMPLETION OF THE WORK SPECIFIED IN THE CONTRACT DOCUMENTS FOR THE BID PRICES TABULATED BELOW AS PROPOSED BY THE CONTRACTOR IN ITS PROPOSAL SUBMITTED IN ACCORDANCE WITH NOTICE TO BIDDERS AND NOTICE OF PUBLIC HEARING. ALL QUANTITIES ARE SUBJECT TO REVISION BY THE JURISDICTION. QUANTITY CHANGES WHICH AMOUNT TO TWENTY (20) PERCENT OR LESS OF THE AMOUNT BID SHALL NOT AFFECT THE UNIT BID PRICE.

ITEM	DESCRIPTION	ESTIMATED UNITS	UNIT PRICE	AMOUNT
1.	8" Lining	<u>1,490 LF</u>	\$ <u> </u>	\$ <u> </u>
2.	10" Lining	<u>2,421 LF</u>	\$ <u> </u>	\$ <u> </u>
3.	Service Reinstatement	<u>90 each</u>	\$ <u> </u>	\$ <u> </u>
4.	Traffic Control	<u>1.0 LS</u>	\$ <u> </u>	\$ <u> </u>
			BID TOTAL	\$ <u> </u>

NOTE:

IT IS UNDERSTOOD THAT THE ABOVE QUANTITIES ARE ESTIMATED FOR THE PURPOSE OF THIS BID. ALL QUANTITIES ARE SUBJECT TO REVISION BY THE CITY. QUANTITY CHANGES WHICH AMOUNT TO TWENTY (20) PERCENT OR LESS OF THE TOTAL BID SHALL NOT AFFECT THE UNIT PRICE.

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SURETY BOND NO. _____

PERFORMANCE, PAYMENT AND MAINTENANCE BOND

KNOW ALL BY THESE PRESENTS:

That we, _____, as Principal (hereinafter the "Contractor" or "Principal" and _____, as Surety are held and firmly bound unto _____ City of Clive _____, as Oblige (hereinafter referred to as "the Jurisdiction"), and to all persons who may be injured by any breach of any of the conditions of this Bond in the penal sum of _____ DOLLARS (\$ _____), lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, legal representatives and assigns, jointly or severally, firmly by these presents.

The conditions of the above obligations are such that whereas said Contractor entered into a contract with the Jurisdiction, bearing date the _____ day of _____, 20____, hereinafter the "Contract") wherein said Contractor undertakes and agrees to construct the following described improvements:

2025/2026 SANITARY SEWER LINING PROGRAM

This project includes all materials, equipment, transportation and labor needed to install approximately 3,911 linear feet of continuous sewer lining at various locations in the City of Clive, Iowa. Project items include pipe lining (8" and 10" diameter), service reinstatement, traffic control and other minor activities related to the proper installation of the liner. Specific project location along with the kind and approximate quantity of materials to be used shall be as set forth in the Plans and Specifications.

and to faithfully perform all the terms and requirements of said Contract within the time therein specified, in a good and workmanlike manner, and in accordance with the Contract Documents. Provided, however, that one year after the date of acceptance as complete of the work under the above referenced Contract, the maintenance portion of this Bond shall continue in force but the penal sum for maintenance shall be reduced to the sum of

_____ DOLLARS (\$ _____) which is the cost associated with those items shown on the proposal and in the Contract which require a maintenance bond period in excess of one year.

It is expressly understood and agreed by the Contractor and Surety in this bond that the following provisions are a part of this Bond and are binding upon said Contractor and Surety, to-wit:

1. **PERFORMANCE:** The Contractor shall well and faithfully observe, perform, fulfill and abide by each and every covenant, condition and part of said Contract and Contract Documents, by reference made a part hereof, for the above referenced improvements, and shall indemnify and save harmless the Jurisdiction from all outlay and expense incurred by the Jurisdiction by reason of the Contractor's default of failure to perform as required. The Contractor shall also be responsible for the default or failure to perform as required under the Contract and Contract Documents by all its subcontractors, suppliers, agents, or employees furnishing materials or providing labor in the performance of the Contract.

(CON'T – PERFORMANCE, PAYMENT
AND MAINTENANCE BOND)

2. **PAYMENT:** The Contractor and the Surety on this Bond are hereby agreed to pay all just claims submitted by persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the performance of the Contract on account of which this Bond is given, including but not limited to claims for all amounts due for labor, materials, lubricants, oil, gasoline, repairs on machinery, equipment and tools, consumed or used by the Contractor or any subcontractor, wherein the same are not satisfied out of the portion of the contract price which the Jurisdiction is required to retain until completion of the improvement, but the Contractor and Surety shall not be liable to said persons, firms, or corporations unless the claims of said claimants against said portion of the contract price shall have been established as provided by law. The Contractor and Surety hereby bind themselves to the obligations and conditions set forth in Chapter 573, Code of Iowa, which by this reference is made a part hereof as though fully set out herein.
3. **MAINTENANCE:** The Contractor and the Surety on this Bond hereby agree, at their own expense:
 - A. To remedy any and all defects that may develop in or result from work to be performed under the Contract within the period of four (4) years from the date of acceptance of the work under the Contract, by reason of defects in workmanship or materials used in construction of said work;
 - B. To keep all work in continuous good repair; and
 - C. To pay the Jurisdiction's reasonable costs of monitoring and inspection to assure that any defects are remedied, and to repay the Jurisdiction all outlay and expense incurred as a result of Contractor's and Surety's failure to remedy any defect as required by this section.

Contractor's and Surety's agreement herein made extends to defects in workmanship or materials not discovered or known to the Jurisdiction at the time such work was accepted.

4. **GENERAL:** Every Surety on this Bond shall be deemed and held bound, any contract to the contrary notwithstanding, to the following provisions:
 - A. To consent without notice to any extension of time to the Contractor in which to perform the Contract;
 - B. To consent without notice to any change in the Contract or Contract Documents, which thereby increases the total contract price and the penal sum of this bond, provided that all such changes do not, in the aggregate, involve an increase of more than twenty percent of the total contract price, and that this bond shall then be released as to such excess increase; and

(CON'T – PERFORMANCE, PAYMENT
AND MAINTENANCE BOND)

- C. To consent without notice that this Bond shall remain in full force and effect until the Contract is completed, whether completed within the specified contract period, within an extension thereof, or within a period of time after the contract period has elapsed and the liquidated damage penalty is being charged against the Contractor.

The Contractor and every Surety on the bond shall be deemed and held bound, any contract to the contrary notwithstanding, to the following provisions:

- D. That no provision of this Bond or of any other contract shall be valid which limits to less than five years after the acceptance of the work under the Contract the right to sue on this Bond.
- E. That as used herein, the phrase “all outlay and expense” is not to be limited in any way, but shall include the actual and reasonable costs and expenses incurred by the Jurisdiction including interest, benefits and overhead where applicable. Accordingly, “all outlay and expense” would include but not be limited to all contract or employee expense, all equipment usage or rental, materials, testing, outside experts, attorneys fees (including overhead expenses of the Jurisdiction’s staff attorneys), and all costs and expenses of litigation as they are incurred by the Jurisdiction. It is intended the Contractor and Surety will defend and indemnify the Jurisdiction on all claims made against the Jurisdiction on account of Contractor’s failure to perform as required in the Contract and Contract Documents, that all agreements and promises set forth in the Contract and Contract Documents, in approved change orders, and in this Bond will be fulfilled, and that the Jurisdiction will be fully indemnified so that it will be put into the position it would have been in had the Contract been performed in the first instance as required.

In the event the Jurisdiction incurs any “outlay and expense” in defending itself with respect to any claim as to which the Contractor or Surety should have provided the defense, or in the enforcement of the promises given by the Contractor in the Contract, Contract Documents, or approved change orders, or in the enforcement of the promises given by the Contractor and Surety in this Bond, the Contractor and Surety agree that they will make the Jurisdiction whole for all such outlay and expense, provided that the Surety’s obligation under this bond shall not exceed 125% of the penal sum of this bond.

(CON'T – PERFORMANCE, PAYMENT
AND MAINTENANCE BOND)

In the event that any actions or proceedings are initiated with respect to this Bond, the parties agree that the venue thereof shall be Polk County, State of Iowa. If legal action is required by the Jurisdiction to enforce the provisions of this Bond or to collect the monetary obligation incurring to the benefit of the Jurisdiction, the Contractor and the Surety agree, jointly and severally, to pay the Jurisdiction all outlay and expense incurred therefore by the Jurisdiction. All rights, powers, and remedies of the Jurisdiction hereunder shall be cumulative and not alternative and shall be in addition to all rights, powers and remedies given to the Jurisdiction, by law. The Jurisdiction may proceed against surety for any amount guaranteed hereunder whether action is brought against the Contractor or whether Contractor is joined in any such action or actions or not.

NOW THEREFORE, the condition of this obligation is such that if said Principal shall faithfully perform all the promises of the Principal, as set forth and provided in the Contract, in the Contract Documents, and in this Bond, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

When a word, term, or phrase is used in this Bond, it shall be interpreted or construed first as defined in this Bond, the Contract, or the Contract Documents; second, if not defined in the Bond, Contract, or Contract Documents, it shall be interpreted or construed as defined in applicable provisions of the Iowa Code; third, if not defined in the Iowa Code, it shall be interpreted or construed according to its generally accepted meaning in the construction industry; and fourth, if it has no generally accepted meaning in the construction industry, it shall be interpreted or construed according to its common or customary usage.

Failure to specify or particularize shall not exclude terms or provisions not mentioned and shall not limit liability hereunder. The Contract and Contract Documents are hereby made a part of this Bond.

(CON'T – PERFORMANCE, PAYMENT
AND MAINTENANCE BOND)

Witness our hands, in triplicate, this _____ day of _____, _____.

Surety Countersigned By:

PRINCIPAL:

Signature of Iowa Resident Commission Agent as
Prescribed by Chapter 515.52-57, Iowa Code.
(Require only if Attorney-in-Fact is not also an
Iowa Resident Commission Agent).

Contractor

By: _____

Signature

Name of Resident Commission Agent

Title

Company Name

SURETY:

Company Address

Surety Company

City, State, Zip Code

By: _____

Signature Attorney-in-Fact Officer

Company Telephone Number

Name of Attorney-in-Fact Officer

Company Name

Company Address

City, State, Zip Code

Company Telephone Number

NOTE:

- 1. All signatures on this performance, payment & maintenance bond must be original signatures in ink; copies or facsimile of any signature will not be accepted.**
- 2. This bond must be sealed with the Surety's raised, embossing seal.**
- 3. The Certificate or Power of Attorney accompanying this bond must be valid on its face and sealed with the Surety's raised, embossing seal.**
- 4. The name and signature of the Surety's Attorney-in-Fact/Officer entered on this bond must be exactly as listed on the Certificate or Power of Attorney accompanying this bond.**

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**NOTICE TO PROCEED
2025/2026 SANITARY SEWER LINING PROGRAM**

TO: _____ DATE: _____

_____ PROJECT: _____

You are hereby notified to commence WORK in accordance with the Agreement dated _____, on _____, and you are to complete the WORK as follows:

Fully complete the project by _____.

Dated this _____ day of _____, 20____.

FOR: _____ The City of Clive _____

BY: _____

TITLE: _____

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED is hereby acknowledged by _____

This the _____ day of _____, 20____.

TITLE: _____

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SPECIAL PROVISIONS**FOR****PART 1 – SITE GENERAL REQUIREMENTS**

- | | | | |
|----|--------------------------|-----|---|
| 1. | DEFINITION AND INTENT | 8. | FIELD TESTS |
| 2. | WORK REQUIRED | 9. | PAVEMENT POST PLACEMENT,
TESTING, AND ACCEPTANCE |
| 3. | PLANS AND SPECIFICATIONS | 10. | MEASUREMENT AND PAYMENT |
| 4. | CONSTRUCTION FACILITIES | 11. | INCIDENTAL CONTRACT ITEMS |
| 5. | SUBMITTALS | 12. | Work Schedule |
| 6. | STANDARDS AND CODES | | |
| 7. | MATERIAL TESTS | | |

1 DEFINITION AND INTENT

- 1.1 The Technical Specifications that apply to the materials and construction practices for this project are defined as follows:
- 1.1.1 The Statewide Urban Design Standards and Specifications for Public Improvements, most recent edition, except as modified by these Special Provisions.
- 1.1.2 The intent of the Technical Specifications is to describe the construction desired, performance requirements, and standards of materials and construction.
- 1.2 Owner & Engineer: City of Clive, 2123 NW 111th Street, Clive, Iowa 50325-3755; Phone (515) 223-6231
- 1.3 Procedures outlined herein are not intended to fully cover all special construction procedures but are offered as an aid to Contractor in planning work.
- 1.4 Notify City of Clive and One-Call at least 48 hours before beginning construction.
- 1.5 Cooperate with the City of Clive to minimize inconvenience and to prevent delays in construction or interruption to continuous operation of utility services and site access.
- 1.6 Contractor is expected to provide adequate personnel and equipment to perform work within specified time of construction.

2 WORK REQUIRED

- 2.1 Work under this contract includes all labor, materials and equipment needed to construct the improvements as described in the Notice to Bidders and as shown on the plans.
- 2.2 Items that are not listed as specific bid items but are required for the proper completion of the work, are incidental to construction.
- 2.3 Contractor shall attend an in-person preconstruction meeting at Clive City Hall prior to issuance of notice to proceed. The on-site project manager (someone on-site at all times) and person in charge of scheduling and processing payments shall attend the preconstruction meeting.
- 2.4 Notification Requirements:
- 2.4.1 Contractor shall notify the City 10 days prior to starting cleaning activities.
- 2.4.2 City will send out notifications to all impacted residents/businesses 1 week prior to start of cleaning activities. City will allow a 2-week window for cleaning activities. If Contractor fails to complete

cleaning within 2-week window, Contractor will be required to notify all impacted residents/businesses 1 week prior to restarting cleaning activities.

- 2.4.3 Contractor shall provide residents with a 24-hour notice prior to installation of the liner via door hangers (Contractor shall not use mailboxes). If liner is not installed the day following the 24-hour notice, Contractor shall re-notify the impacted residents 24 hours prior to the installation of the liner.
- 2.4.4 Special Notification Requirements: City has a list of residents that have requested notification 24 hours (the day before) prior to cleaning of sewer mains. City will provide Contractor with the list and Contractor will notify residents 24 hours prior to cleaning. If cleaning does not take place in accordance with the notification, Contractor shall re-notify residents.

3 PLANS AND SPECIFICATIONS

- 3.1 The City will furnish 5 (five) sets of plans and specifications to Contractor after award of contract.
- 3.2 Contractor shall provide one set of plans and specifications for each foreman and superintendent in charge of each crew on the job.
- 3.3 Contractor shall keep all sets current by posting document revisions, RFI's, etc., as distributed.
- 3.4 Videos of all sewer mains are available and will be provided upon request. Contact Jeff Nuss, Operations Supervisor, 515-223-6231 to obtain copies of the videos.

4 CONSTRUCTION FACILITIES

- 4.1 Contractor shall provide suitable storage facilities necessary for proper storage of materials and equipment. Materials and equipment shall not be stored within the FEMA designated floodway.
- 4.2 Provide telephone number where Contractor's representative can be reached during working days and on nights and weekends in event of emergency. Contractor's on-site representative will be required to carry an operational mobile telephone.
- 4.3 Provide and maintain suitable sanitary facilities for construction personnel for duration of work; remove upon completion of work
- 4.4 Do not store construction equipment, employee's vehicles, or materials on streets open to traffic. Location for storage of equipment by contractor is subject to approval of Engineer.
- 4.5 The Contractor shall maintain postal service, if applicable, to all properties.

5 SUBMITTALS

- 5.1 Provide construction schedule showing dates of starting and completing phases of the work.
- 5.2 Submit following information for Engineer's review. Provide 3 (three) copies plus copies required by Contractor. This information shall be submitted to the Engineer 30 days prior to utilization of the particular item on this project.
 - 5.2.1 Materials test report as outlined in Parts 7 & 8
 - 5.2.2 Manufacture's data & cut sheets for manholes and frames, handholes and frames, pipe castings, and other special items
 - 5.2.3 Details of proposed methods of sheeting, shoring and bracing
 - 5.2.4 Manufacturer's data for pipe, manholes, covers and frames, castings, and other special items
 - 5.2.5 Portland Cement Concrete (PCC) mix design
 - 5.2.6 Hot Mix Asphalt (HMA) mix design

- 5.2.7 Shop drawings of reinforcing steel
- 5.2.8 Manufacturer's data for pipe bedding material, pipe, electrical conduit and other items that are to be permanently incorporated into the project
- 5.2.9 Such other information as Engineer may request to ensure compliance with contract documents

6 STANDARDS AND CODES

- 6.1 Construct improvements with best present-day construction practice and equipment.
- 6.2 Conform with and test in accordance with applicable sections of the following standards and codes.
 - 6.2.1 American Association of State Highway and Transportation Official (AASHTO)
 - 6.2.2 American Society for Testing and Materials (ASTM)
 - 6.2.3 Iowa Department of Transportation Standard Specifications (Iowa DOT)
 - 6.2.4 American National Standards Institute (ANSI)
 - 6.2.5 American Water Works Association (AWWA)
 - 6.2.6 American Welding Society (AWS)
 - 6.2.7 Federal Specifications (FS)
 - 6.2.8 Iowa Occupational Safety and Health Act of 1972 (OSHA)
 - 6.2.9 Manual of Accident Prevention in Construction by Associated General Contractors of America, Inc. (AGC)
 - 6.2.10 Standards and Codes of the State of Iowa and the ordinances of the City of Clive, Iowa
 - 6.2.11 The City of Clive plumbing, building and electrical codes
 - 6.2.12 Other standards and codes which may be applicable to acceptable standards of the industry for equipment, materials and installation under the contract

7 MATERIALS TESTS

- 7.1 Contractor shall employ and pay for services of an independent testing laboratory for all material and field tests required to show compliance with construction materials with specifications. Contractor shall be responsible to pay for costs of retests due to failure. Contractor shall provide samples and access to the work as necessary for testing. Contractor shall provide 24 hours advance notice for all work that will be performed requiring testing. Selection of testing laboratory subject to approval of Engineer.
- 7.2 Provide material tests as listed herein and as listed in detailed parts of the specifications.
- 7.3 Ship no materials to job site until laboratory tests have been furnished which show compliance of materials with specifications.
- 7.4 Provide gradation and materials certifications for pipe bedding, pipe granular backfill and stabilizing material.
- 7.5 Certify that pipe, manholes, fittings and materials are manufactured with applicable specifications.
- 7.6 Certify that reinforcing steel meets applicable specifications.
- 7.7 Provide hot mix asphalt mix design for review prior to construction. Certify sources of asphaltic cement and aggregates for concrete pavement are Iowa DOT approved. Provide analysis of materials used. Asphalt cement shall be in accordance with ASTM requirements for viscosity graded asphalt cements (D-3881-83) Table 2. AC-10 grade asphaltic cement shall be used in the production of all HMA. Submit all certifications required under the Standard Specifications.
- 7.8 Certify that sources of portland cement and aggregates for pavement are Iowa DOT approved. Provide analysis of materials used. Submit all certifications required under Standard Specifications. At the Contractor's option, the use of maturity testing will be allowed as per requirements of Iowa DOT I.M. 383.

8 FIELD TESTS

- 8.1 Portland cement concrete testing, asphaltic cement concrete testing, subgrade and sewer trench backfill compaction testing by independent testing laboratory retained by the Contractor. Testing shall meet requirements of Standard Specifications.
- 8.2 Contractor to provide assistance in testing procedures including providing necessary concrete, asphalt and excavating holes for testing trench or subgrade compaction.
 - 8.2.1 Determine moisture density relations of soils encountered during construction in accordance with Standard Proctor Method.
 - 8.2.2 Perform soil density and moisture tests on all earthwork at location selected by Engineer to show compliance of compaction procedures with specifications. Intent is to provide sufficient tests to adequately control and represent the compaction procedures.
 - 8.2.3 Trench backfill shall be tested for soil density and moisture every 100 LF of trench, test each lift of fill placed.
 - 8.2.4 If trench backfill or subgrade fail density tests, rework backfill or subgrade and retest until specified density is obtained; Contractor shall pay all costs for reworking retesting backfill.
 - 8.2.5 Additional tests may be made as directed by Engineer or Inspector.
- 8.3 Structural Concrete: prepare two cylinders for every 100 CY or each day concrete is poured, whichever is greater; provide 7-day and 28-day test in accordance with ASTM C39.
- 8.3 Engineer will require changes in mix design, or placement and compaction procedures if asphalt mixture or pavement density fail to meet requirements specified.

9 PAVEMENT POST PLACEMENT, TESTING AND ACCEPTANCE

- 9.1 Post placement (PCC): Thickness – No thickness testing or incentives will apply to this project.
- 9.2 Pavement Smoothness and Defects (PCC) - No smoothness testing or incentives will apply to this project.
- 9.3 Sections with more than one random crack per panel, fractures, spalling or other defects prior to acceptance of the work shall be replaced at no cost to Owner.

10 MEASUREMENT AND PAYMENT

- 10.1 Contract unit or lump sum prices are full compensation for furnishing all materials, equipment, tools, transportation and labor necessary to construct and complete work as specified in the contract documents. No separate payment will be made for work included in this project. All other items of work necessary to complete the construction are incidental to construction.
- 10.2 Bid Items 1 & 2: Lining (8" & 10") (LF) – This item includes all materials, labor and equipment necessary to install resin-impregnated, cured-in-place pipe lining at locations as indicated on the project maps. All work shall be in accordance with Section 4050 of the Standard Specifications. Basis of payment shall be per linear foot of sanitary sewer main satisfactorily lined. The bid shall include the cost to line each segment separately. If the Contractor desires to line more than one segment at a time, a request may be submitted to the City for consideration. If Bidder's proposed liner requires the use of a pre-liner, the pre-liner shall be considered incidental and the cost of the pre-liner shall be included in their bid. A physical digital copy of the video of the installed liner must be submitted to the City for review, prior to processing of a pay request.
- 10.3 Bid Item 3: Service Reinstatement (Each) – This item includes all materials, labor and equipment necessary to reinstate service lines impacted by lining operations. All work shall be in accordance with Section 4050 of the Standard Specification. Basis of payment shall be per each sanitary service line satisfactorily reinstated. Video of service reinstatement must be submitted to the City for review, prior to processing of pay request.
- 10.4 Bid Item 4: Traffic Control (LS) – This item includes all materials, labor and equipment necessary to furnish, erect, operate, maintain, move and remove traffic control devices as needed or as directed during

construction. Flaggers as required to protect workers and the general public during specific operations shall be considered incidental to this bid item. The Contractor shall at all times conduct the work so as to ensure the least possible obstruction and inconvenience to the general public and property owners in the vicinity of the work. Basis of payment shall be per the lump sum bid price and paid on a percentage of work completed.

11 INCIDENTAL CONTRACT ITEMS

- 11.1 The following list includes major items that are incidental to project and will not be paid for as separate bid items. Other items may be designated as incidental under certain bid items.

- Pre-liner (if needed)
- By-pass pumping (if needed)
- Dewatering and handling storm water flow during construction
- Temporary sheeting and shoring
- Field testing
- Construction fencing
- Excavation and verification of existing utilities
- Pipe structure bedding material
- Maintaining sanitary service to users
- Maintaining water service to users
- Coordination and cooperation with other contractors
- Coordination and cooperation with utility companies
- Coordination and cooperation with affected property owners
- Coordination and cooperation with the City of Clive
- Protection of existing trees and plantings not shown as removals
- Temporary haul roads
- Engineering fabric
- Storm sewer plugs
- Connection of field tiles to the new storm sewers
- Connection of existing storm sewers
- Monitoring weather conditions
- Protection of existing utilities
- Material testing
- Finish grading
- Overhaul
- Dust control
- Full depth saw cutting of existing pavement for smooth connection to existing
- Working backfill to reduce moisture content
- Watering fill to meet density requirements
- Concrete samples and testing
- Proof rolling
- Working fill to reduce moisture content
- Site cleanup and restoration
- Removal of headers

12 WORK SCHEDULE

- 12.1 The City has a noise ordinance prohibiting work activities between the hours of 10 PM and 7 AM. Work on this contract is to be completed between the hours of 7 AM and 10 PM. Consideration of work between 10 PM and 7 AM requires prior approval and will be considered on a case-by-case basis.
- 12.2 Work on this contract is to be completed Monday through Friday. Work on weekends requires prior approval and will be considered on a case-by-case basis.

END OF PART 1

SPECIAL PROVISIONS

FOR

PART 2 – RESIDENT BIDDER PREFERENCE LAW

This project is subject to Iowa Code 73A.21 which outlines the reciprocal resident bidder and labor force preference statute. The Iowa Department of Labor (DOL) has adopted administrative rules to enforce this law. The administrative rules may be found here: <https://www.iowadivisionoflabor.gov/bidder-preference-law>

All Contractors are required to submit the "Bidder Status Form" either at the time of or prior to the bid letting. The form requires the bidder to certify whether the bidder is a resident bidder or a non-resident bidder. A copy of the form is included on the following pages as part of this Special Provision. Additional copies are also available online at: https://www.iowadivisionoflabor.gov/sites/authoring.iowadivisionoflabor.gov/files/BP.status.form_.pdf

END OF PART 2

Bidder Status Form

To be completed by all bidders

Part A

Please answer "Yes" or "No" for each of the following:

- ☐ Yes ☐ No My company is authorized to transact business in Iowa.
(To help you determine if your company is authorized, please review the worksheet on the next page).
- ☐ Yes ☐ No My company has an office to transact business in Iowa.
- ☐ Yes ☐ No My company's office in Iowa is suitable for more than receiving mail, telephone calls, and e-mail.
- ☐ Yes ☐ No My company has been conducting business in Iowa for at least 3 years prior to the first request for bids on this project.
- ☐ Yes ☐ No My company is not a subsidiary of another business entity or my company is a subsidiary of another business entity that would qualify as a resident bidder in Iowa.

If you answered "Yes" for each question above, your company qualifies as a resident bidder. Please complete Parts B and D of this form.

If you answered "No" to one or more questions above, your company is a nonresident bidder. Please complete Parts C and D of this form.

To be completed by resident bidders

Part B

My company has maintained offices in Iowa during the past 3 years at the following addresses:

Dates: ____/____/____ to ____/____/____ Address: _____
City, State, Zip: _____

Dates: ____/____/____ to ____/____/____ Address: _____
City, State, Zip: _____

Dates: ____/____/____ to ____/____/____ Address: _____
City, State, Zip: _____

You may attach additional sheet(s) if needed.

To be completed by non-resident bidders

Part C

1. Name of home state or foreign country reported to the Iowa Secretary of State:

2. Does your company's home state or foreign country offer preferences to resident bidders, resident labor force preferences or any other type of preference to bidders or laborers? ☐ Yes ☐ No

3. If you answered "Yes" to question 2, identify each preference offered by your company's home state or foreign country and the appropriate legal citation.

You may attach additional sheet(s) if needed.

To be completed by all bidders

Part D

I certify that the statements made on this document are true and complete to the best of my knowledge and I know that my failure to provide accurate and truthful information may be a reason to reject my bid.

Firm Name: _____

Signature: _____ Date: _____

You must submit the completed form to the governmental body requesting bids per 875 Iowa Administrative Code Chapter 156. This form has been approved by the Iowa Labor Commissioner.

309-6001 (09-15)

Worksheet: Authorization to Transact Business

This worksheet may be used to help complete Part A of the Resident Bidder Status form. If at least one of the following describes your business, you are authorized to transact business in Iowa.

- | | |
|--|---|
| ☐ Yes ☐ No | My business is currently registered as a contractor with the Iowa Division of Labor. |
| ☐ Yes ☐ No | My business is a sole proprietorship and I am an Iowa resident for Iowa income tax purposes. |
| ☐ Yes ☐ No | My business is a general partnership or joint venture. More than 50 percent of the general partners or joint venture parties are residents of Iowa for Iowa income tax purposes. |
| ☐ Yes ☐ No | My business is an active corporation with the Iowa Secretary of State and has paid all fees required by the Secretary of State, has filed its most recent biennial report, and has not filed articles of dissolution. |
| ☐ Yes ☐ No | My business is a corporation whose articles of incorporation are filed in a state other than Iowa, the corporation has received a certificate of authority from the Iowa secretary of state, has filed its most recent biennial report with the secretary of state, and has neither received a certificate of withdrawal from the secretary of state nor had its authority revoked. |
| ☐ Yes ☐ No | My business is a limited liability partnership which has filed a statement of qualification in this state and the statement has not been canceled. |
| ☐ Yes ☐ No | My business is a limited liability partnership which has filed a statement of qualification in a state other than Iowa, has filed a statement of foreign qualification in Iowa and a statement of cancellation has not been filed. |
| ☐ Yes ☐ No | My business is a limited partnership or limited liability limited partnership which has filed a certificate of limited partnership in this state, and has not filed a statement of termination. |
| ☐ Yes ☐ No | My business is a limited partnership or a limited liability limited partnership whose certificate of limited partnership is filed in a state other than Iowa, the limited partnership or limited liability limited partnership has received notification from the Iowa secretary of state that the application for certificate of authority has been approved and no notice of cancellation has been filed by the limited partnership or the limited liability limited partnership. |
| ☐ Yes ☐ No | My business is a limited liability company whose certificate of organization is filed in Iowa and has not filed a statement of termination. |
| ☐ Yes ☐ No | My business is a limited liability company whose certificate of organization is filed in a state other than Iowa, has received a certificate of authority to transact business in Iowa and the certificate has not been revoked or canceled. |

SPECIAL PROVISIONS

FOR

PART 3 – TITLE VI ASSURANCES

During performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agree as follows:

1. Compliance with Regulations: The contractor shall comply with the Regulations relative to non-discrimination in Federally assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made part of this contract.
2. Nondiscrimination: The contractor, with regard to work performed by it during the contract, shall not discriminate on the grounds of race, color, national origin, sex, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
3. Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to non-discrimination on the grounds of race, color, national origin, sex, age, or disability.
4. Information and Reports: The contractor shall provide all information and reports required by the regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the City of Clive, the Iowa Department of Transportation or Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information the contractor shall so certify to the City of Clive, the Iowa Department of Transportation or Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.
5. Sanctions for Noncompliance: In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the City of Clive shall impose such contract sanctions as it, the Iowa Department of Transportation or Federal Highway Administration may determine to be appropriate, including, but not limited to:
 - i) Withholding payments to the contractor under the contract until the contractor complies, and/or
 - ii) Cancellation, termination or suspension of the contract, in whole or in part.
6. Incorporation of Provisions: The contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as the City of Clive, the Iowa Department of Transportation or Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the City of Clive or the Iowa Department of Transportation to enter into such litigation to protect the interests of the City of Clive or the Iowa Department of Transportation; and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

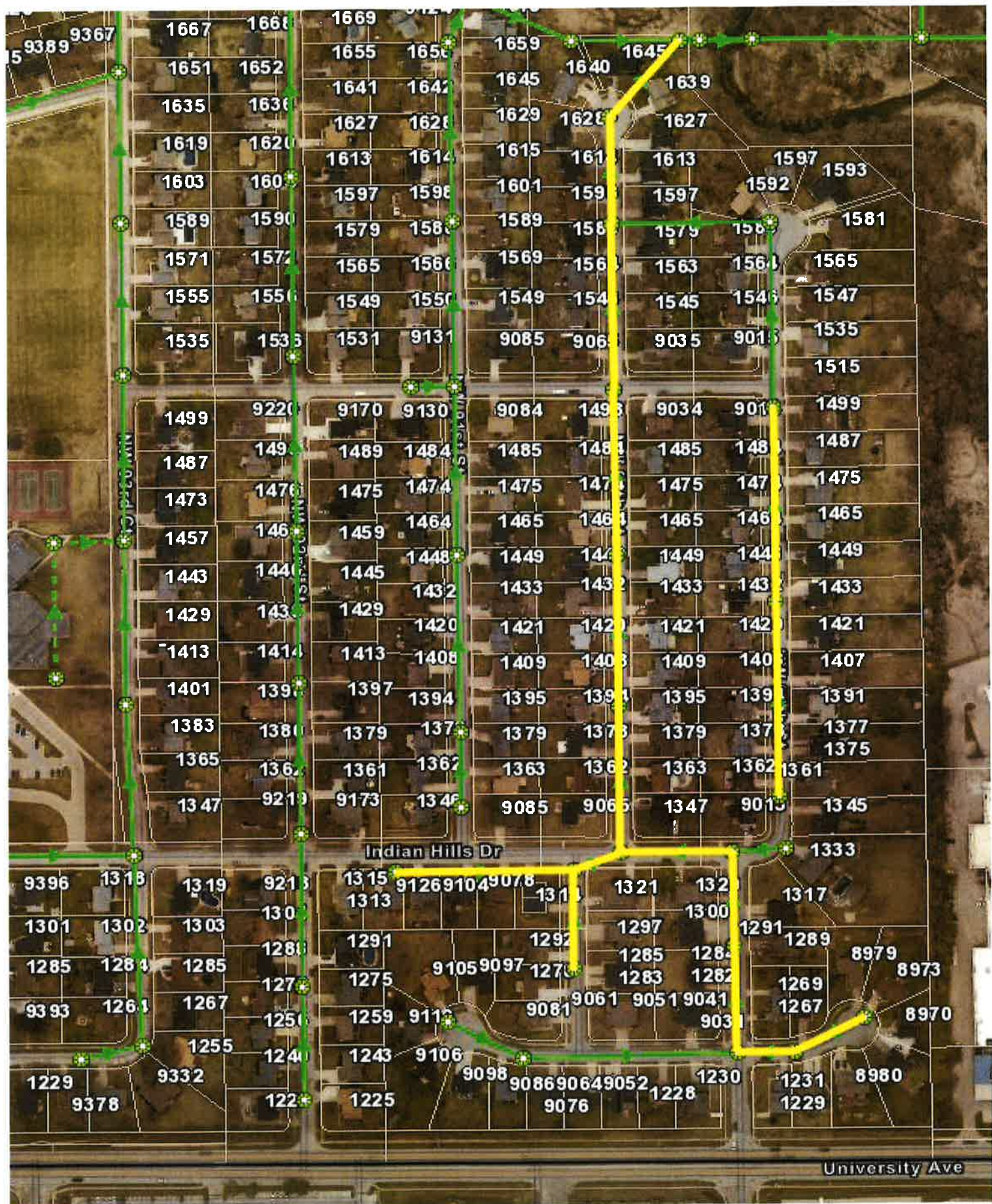
END OF PART 3

2025/26 Clive Sewer Rehab

Asset ID	Upstream Manhole	Upstream Manhole Depth	Downstream Manhole	Downstream Manhole Depth	Pipe Size	Length	Taps
SGM05025	SMH05029	8.57	SMH05030	12.25	8	151	7
SGM05026	SMH05030	12.25	SMH05031	12.58	8	109	2
SGM05029	SMH05031	12.58	SMH05034	9.92	8	210	2
SGM05030	SMH05034	9.92	SMH05035	8.3	8	187	2
SGM05032	SMH05035	8.3	SMH05037	10.65	8	210	1
SGM05033	SMH05038	9.52	SMH05037	10.65	8	94	1
SGM05034	SMH05039	11.46	SMH05038	9.52	8	193	4
SGM05035	SMH05040	9.76	SMH05038	9.52	8	336	5
SGM05036	SMH05037	10.65	SMH05041	9.96	10	290	6
SGM05037	SMH05041	9.96	SMH05042	9.16	10	300	10
SGM05038	SMH05042	9.16	SMH05043	8.49	10	325	8
SGM05039	SMH05043	8.49	SMH05044	7.86	10	329	8
SGM05040	SMH05044	7.86	SMH05045	7.45	10	211	6
SGM05041	SMH05045	7.45	SMH05018	8.42	10	195	3
SGM05045	SMH05049	7.45	SMH05048	6.71	10	385	12
SGM05044	SMH05048	6.71	SMH05047	5.92	10	386	13

Totals	8"	1490
	10"	2421
	Taps	90









Memo

TO: Mayor and Council members

FROM: Mela Nisic, Human Resources Specialist

DATE: October 23, 2025

RE: Resolution Approving Amended Job Description For Full-Time Engineering Administrator Position.

SYNOPSIS:

Resolution Approving Amended Job Description For Full-Time Engineering Administrator Position.

Attachments:

1. Resolution
2. Engineering Administrator Amended Job Description

RESOLUTION NO. _____

RESOLUTION APPROVING AMENDED JOB DESCRIPTION FOR FULL-TIME POSITION

WHEREAS, as an ongoing personnel matter, the City of Clive is desirous of approving the Full-Time Engineering Administrator with the City of Clive.

WHEREAS, the City has prepared job descriptions for the Full-Time Engineering Administrator position with the City of Clive. WHEREAS, after reviewing such job descriptions, the City Council desires to approve such job descriptions.

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

That the amended and new job descriptions for the Full-Time Engineering Administrator position presented to the City Council on this date are hereby approved by the City Council.

PASSED AND APPROVED this 23rd day of October 2025.

John Edwards, Mayor

ATTEST:

Matthew Graham, City Clerk

POSITION

Engineering Administrator

FLSA CLASSIFICATION

Exempt

**FACILITY AND WORK AREA**

City of Clive-Public Works facility and other locations generally within the City of Clive.

JOB SUMMARY

Under general supervision of the Public Works Director, performs work relating to the development, coordination, administration and supervision of the Engineering Division of the Public Works Department. Performs a variety of routine and complex technical engineering work to ensure public and private infrastructure is analyzed, designed, constructed, inspected and managed in accordance with City Codes, policies and regulations. Works with the Public Works Department co-workers to accomplish various assignments and activities.

JOB FUNCTIONSExamples of Essential Job Functions:

- Participates in the development and administration of the Engineering Division budget.
- Provides training, supervision and evaluation of personnel in the Engineering Division.
- Participates in the hiring and disciplinary procedures of personnel in the Engineering Division.
- Assists in the development of the Capital Improvement Program.
- Prepares staff reports, presentations, engineering calculations, engineering designs and specifications, contract documents, permit applications to state and federal agencies and cost estimates for budgetary and bidding purposes.
- Reviews and approves designs, plans and specifications for private development projects including subdivision plats, construction drawings, development plans, site plans, traffic studies, grading/erosion control, storm water detention, and legal descriptions and easements.
- Develops and administers designs, budgets, bidding, plans and specifications for public infrastructure projects including water main, sanitary sewer, storm sewer, storm water detention, street paving (including grades and alignment) sidewalks, traffic control improvements, grading/erosion control, legal description and easements.
- Oversees the construction inspection process and personnel for public and private infrastructure improvements to ensure that construction is in accordance with plans, specifications and permits.
- Responsible for the maintenance of as-built records related to water main, sanitary sewer, storm sewer, storm water detention, streets, sidewalks, traffic control, and city benchmark elevation.
- Manages professional service agreements with the City's engineering related consultants and administers

pay application requests.

- Explains and provides information and guidance regarding applicable codes within area of responsibility to contractors, engineers, developers, and other interested parties.
- Prepares and negotiates easements and property acquisition.
- Evaluates workflow and makes recommendations for process improvements.
- Completes reports required by state and federal agencies.
- Attends City Council meetings as needed to present project updates and answer questions.
- Regular attendance is essential for this position.

Other Job Duties:

- Represents the City on various metro boards and committees as directed by the Director of Public Works.
- Attends workshops, seminars, and conferences as approved to further develop knowledge, skills, and abilities in order to maintain, enhance, or achieve certification in various areas of expertise.
- Attends meetings during the day and after hours as needed.
- Responds to public or other inquiries and concerns related to the City engineering operations.
- Performs activities under strict deadlines and other time pressures.
- Assists other City departments with engineering-related services as directed.
- Performs other duties or assumes other responsibilities as apparent or assigned.

PHYSICAL AND ENVIRONMENTAL CHARACTERISTICS

Required Physical Activities:

Sitting, finger dexterity, grasping, feeling, talking, hearing, reaching, repetitive motions.

Vision Requirements:

The minimum for those whose work is involved primarily with extensive reading, preparing, analyzing text and/or data, and the use of a computer terminal.

Physical Characteristics of the Job:

Medium work requiring exertion of twenty (20) to fifty (50) pounds of force occasionally, and/or ten (10) to twenty-five (25) pounds of force frequently, and/or greater than negligible up to ten (10) pounds of force constantly.

Environmental Characteristics:

The work is performed both inside and outside which includes seasonal exposure to cold and heat. The worker is also exposed to darkness or poor lighting, dirt, dust, fumes/odors, moving machinery, noise, vibration, visual strain, wetness humidity, working on uneven ground, mechanical hazards, chemical hazards, electrical hazards, fire hazards, traffic hazards, and bodily injury. Also, the work may expose the employee to unpleasant social situations and require the employee to work irregular hours.

EQUIPMENT AND MATERIALS USED

Network computer including keyboard, monitor, mouse, and printer; Mobile radio, cellular phone, photocopier, plotter, scanner, telephone, car/light truck, fax machine, City of Clive Code of Ordinances, Code of Iowa, Manual for Uniform Traffic Control Devices (MUTCD), Statewide Urban Design and Specifications Manual (SUDAS), GPS device, transit, level, metal detecting device, computer hardware and software, calculator, extension cords, ladders, measuring equipment, photographic equipment, digital photographic equipment, digital scanners, and personnel policies.

EMPLOYMENT STANDARDS

Required Knowledge, Skills, and Abilities

- Ability to use logical thinking to solve problems with several concrete or abstract variables; ability to communicate technical solutions to non-technical people.
- Ability to perform arithmetic, algebraic and geometric calculations as necessary to review and analyze engineering calculations.
- Ability to compose original correspondence; ability to understand technical manuals and data.
- Ability to establish and maintain an effective working relationship with superiors, co-workers, and the public.
- Basic knowledge of materials and methods used in construction; knowledge of construction processes; knowledge of engineering and land surveying principles and practice.
- Ability to read and interpret plans, specifications, blueprints, legal descriptions and contract documents accurately.
- Ability to operate a personal computer and software such as Microsoft Office, AutoCad, ArcView and other related software.
- Ability to perform all job duties safely and in accordance with applicable rules, guidelines, policies and training.

EDUCATION, TRAINING AND EXPERIENCE

Required Education

Bachelor's Degree in Civil Engineering from a four (4) year accredited college or university.

Required Experience

Five (5) years of progressively responsible work experience in civil engineering including field and office experience.

Preferred Experience

Two (2) years of personnel supervision.

Required Qualifications

- Shall possess or be able to obtain a valid Iowa Driver's License and have a good driving record for the past three (3) years.
- Shall possess or be able to obtain within 6 months a State of Iowa Professional Engineering license.

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: Elizabeth Hansen, Director of Administrative Services

DATE: October 23, 2025

RE: Public Hearing - General Obligation Urban Renewal Bonds, Series 2025B

SYNOPSIS:

The bond sale will take place on the morning of October 23. Bid results will be presented at the Council meeting.

The City maintains the Aaa bond rating. As a result, we believe Clive's rates will come in lower than anticipated. Pricing varies day-to-day based on demand, but there should be a strong demand for the city's bonds. Susanne Gerlach of PFM Financial Advisors LLC will be in attendance to share the results of the bond sale and make a formal recommendation to award the bonds to the most responsive bidder.

The action taken will authorize and approve the loan agreement, and provide for the sale and issuance of the bonds in the principal amount not to exceed \$5,900,000. The timing of this bond issue will allow the City to certify the bond by the December 1 deadline, for TIF revenue to be received beginning in FY27 for repayment of the bonds. These bonds will have no impact on the current debt service levy. Attached please find draft proceedings and related materials with respect to the General Obligation Urban Renewal Bonds, Series 2025B scheduled to close on November 13, 2025.

Please note, that the proceedings and related materials are in draft form. The resolution has not yet been updated with the name of the purchaser or the interest rates at which the bonds will be sold. After we receive the sale results, we will update and circulate the completed proceedings ahead of the Council meeting.

Attachments:

None



Memo

TO: Mayor and Council members

FROM: Elizabeth Hansen, Director of Administrative Services

DATE: October 23, 2025

RE: Resolution awarding General Obligation Urban Renewal Bonds, Series 2025B and authorizing and approving a Loan Agreement, providing for the sale and issuance of Bonds and providing for the levy of taxes to pay the same

SYNOPSIS:

The action taken this evening will authorize and approve the loan agreement, and provide for the sale and issuance of the bonds in the principal amount not to exceed \$5,900,000. The timing of this bond issue will allow the City to certify the debt by the December 1 deadline, for TIF revenue to be received beginning in FY27 for repayment of the bonds. These bonds will have no impact on the current debt service levy.

Attached please find draft proceedings and related materials with respect to the General Obligation Urban Renewal Bonds, Series 2025B scheduled to close on November 13, 2025.

Please note, that the proceedings and related materials are in draft form. The resolution has not yet been updated with the name of the purchaser or the interest rates at which the bonds will be sold. After we receive the sale results, we will update and circulate the completed proceedings ahead of the Council meeting.

Attachments:

1. Resolution Awarding the Sales, Series 2025B Bond
2. Loan Agreement, Bond 2025B
3. UMB PA Agreement, Series 2025B
4. CDC Agreement, Series 2025B

MINUTES TO AUTHORIZE SALE AND
ISSUANCE OF BONDS

421346-96

Clive, Iowa

October 23, 2025

The City Council of the City of Clive, Iowa, met on October 23, 2025, at _____ o'clock
____.m., at the _____, Clive, Iowa.

The meeting was called to order by the Mayor, and the roll was called showing the
following Council Members present and absent:

Present: _____

Absent: _____.

This being the time and place fixed by the City Council for the consideration of bids for
the purchase of General Obligation Urban Renewal Bonds, Series 2025B to be issued in evidence
of the City's obligation under a loan agreement, the Mayor announced that bids had been received
and canvassed on behalf of the City at the time and place fixed therefor.

The results of the bids were then read and the substance of such bids was noted in the
minutes, as follows:

Name and Address of Bidder

Final Bid (interest cost)

(Attached bid tabulation)

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 awarding \$5,625,000 General Obligation Urban Renewal Bonds, Series 2025B and authorizing and approving a Loan Agreement, providing for the sale and issuance of Bonds and providing for the levy of taxes to pay the same

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 the City Council has made provision for the approval of the P.O.S. and has authorized its use by PFM Financial Advisors LLC, as municipal advisor (the “Municipal Advisor”) to the City; and

WHEREAS, pursuant to advertisement of sale, bids for the purchase of the Bonds to be issued in evidence of the City’s obligation under the Loan Agreement were received and canvassed on behalf of the City at the appointed time for the payment of costs of the Projects; and

WHEREAS, upon final consideration of all bids, the bid of _____, _____ (the “Purchaser”), was the best, such bid proposing the lowest interest cost to the City; and

WHEREAS, it is now necessary to make final provision for the approval of the Loan Agreement and to authorize the issuance of the Bonds;

NOW, THEREFORE, Be It Resolved by the City Council of the City of Clive, Iowa, as follows:

Section 1. The form of agreement of sale of the Bonds with the Purchaser is hereby approved, and the Mayor and City Clerk are hereby authorized to accept and execute the same for and on behalf of the City.

Section 2. The City shall enter into the Loan Agreement with the Purchaser in substantially the form as has been placed on file with the City Council, providing for a loan to the City in the principal amount of \$5,625,000 for the purposes set forth in the preamble hereof.

The Mayor and appropriate City Officials are hereby authorized and directed to sign the Loan Agreement on behalf of the City, and the Loan Agreement is hereby approved.

Section 3. The bid of the Purchaser referred to in the preamble hereof is hereby accepted, and the Bonds, in the aggregate principal amount of \$5,625,000, are hereby authorized to be issued in evidence of the City's obligations under the Loan Agreement. The Bonds shall be dated November 13, 2025, shall be issued in the denomination of \$5,000 each or any integral multiple thereof and shall mature on June 1 in each of the years, in the respective principal amounts, and bearing interest at the respective rates as follows:

<u>Year</u>	<u>Principal Amount</u>	<u>Interest Rate Per Annum</u>	<u>Year</u>	<u>Principal Amount</u>	<u>Interest Rate Per Annum</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	____%			

Section 4. UMB Bank, n.a., West Des Moines, Iowa, is hereby designated as the Registrar and Paying Agent for the Bonds and may be hereinafter referred to as the "Registrar" or the "Paying Agent." The City shall enter into an agreement (the "Registrar/Paying Agent Agreement") with the Registrar, in substantially the form as has been placed on file with the Council; the Mayor and City Clerk are hereby authorized and directed to sign the Registrar/Paying Agent Agreement on behalf of the City; and the Registrar/Paying Agent Agreement is hereby approved.

The City reserves the right to optionally prepay part or all of the principal of the Bonds maturing in the years 2034 to 2040, inclusive, prior to and in any order of maturity on June 1, 2033, or on any date thereafter upon terms of par and accrued interest. If less than all of the Bonds of any like maturity are to be redeemed, the particular part of those Bonds to be redeemed shall be selected by the Registrar by lot. The Bonds may be called in part in one or more units of \$5,000.

If less than the entire principal amount of any Bond in a denomination of more than \$5,000 is to be redeemed, the Registrar will issue and deliver to the registered owner thereof, upon surrender of such original Bond, a new Bond or Bonds, in any authorized denomination, in a total aggregate principal amount equal to the unredeemed balance of the original Bond. Notice of such redemption as aforesaid identifying the Bond or Bonds (or portion thereof) to be redeemed shall be sent by electronic means or by certified mail to the registered owners thereof at the addresses shown on the City's registration books not less than 30 days prior to such redemption date. All of such Bonds as to which the City reserves and exercises the right of redemption and as to which notice as aforesaid shall have been given and for the redemption of which funds are duly provided, shall cease to bear interest on the redemption date. Any notice of redemption may contain a statement that the redemption is conditioned upon the receipt by the Paying Agent of funds on or before the date fixed for redemption sufficient to pay the redemption price of the Bonds called for redemption, and that if funds are not available, such redemption shall be cancelled by written notice to the owners of the Bonds called for redemption in the same manner as the original redemption notice was sent. All of such Bonds as to which the City reserves and exercises the

right of redemption and as to which notice as aforesaid shall have been given and for the redemption of which funds are duly provided, shall cease to bear interest on the redemption date.

Accrued interest on the Bonds shall be payable semiannually on the first day of June and December in each year, commencing June 1, 2026. Interest shall be calculated on the basis of a 360-day year comprised of twelve 30-day months. Payment of interest on the Bonds shall be made to the registered owners appearing on the registration books of the City at the close of business on the fifteenth day of the month next preceding the interest payment date and shall be paid to the registered owners at the addresses shown on such registration books. Principal of the Bonds shall be payable in lawful money of the United States of America to the registered owners or their legal representatives upon presentation and surrender of the Bond or Bonds at the office of the Paying Agent.

The Bonds shall be executed on behalf of the City with the official manual or facsimile signature of the Mayor and attested with the official manual or facsimile signature of the City Clerk, and shall be fully registered Bonds without interest coupons. In case any officer whose signature or the facsimile of whose signature appears on the Bonds shall cease to be such officer before the delivery of the Bonds, such signature or such facsimile signature shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery.

The Bonds shall not be valid or become obligatory for any purpose until the Certificate of Authentication thereon shall have been signed by the Registrar.

The Bonds shall be fully registered as to principal and interest in the names of the owners on the registration books of the City kept by the Registrar, and after such registration, payment of the principal thereof and interest thereon shall be made only to the registered owners or their legal representatives or assigns. Each Bond shall be transferable only upon the registration books of the City upon presentation to the Registrar, together with either a written instrument of transfer satisfactory to the Registrar or the assignment form thereon completed and duly executed by the registered owner or the duly authorized attorney for such registered owner.

The record and identity of the owners of the Bonds shall be kept confidential as provided by Section 22.7 of the Code of Iowa.

Section 5. Notwithstanding anything above to the contrary, the Bonds shall be issued initially as Depository Bonds, with one fully registered Bond for each maturity date, in principal amounts equal to the amount of principal maturing on each such date, and registered in the name of Cede & Co., as nominee for The Depository Trust Company, New York, New York ("DTC"). On original issue, the Bonds shall be deposited with DTC for the purpose of maintaining a book-entry system for recording the ownership interests of its participants and the transfer of those interests among its participants (the "Participants"). In the event that DTC determines not to continue to act as securities depository for the Bonds or the City determines not to continue the book-entry system for recording ownership interests in the Bonds with DTC, the City will discontinue the book-entry system with DTC. If the City does not select another qualified securities depository to replace DTC (or a successor depository) in order to continue a book-entry system, the City will register and deliver replacement Bonds in the form of fully registered certificates, in authorized denominations of \$5,000 or integral multiples of \$5,000, in accordance

with instructions from Cede & Co., as nominee for DTC. In the event that the City identifies a qualified securities depository to replace DTC, the City will register and deliver replacement Bonds, fully registered in the name of such depository, or its nominee, in the denominations as set forth above, as reduced from time to time prior to maturity in connection with redemptions or retirements by call or payment, and in such event, such depository will then maintain the book-entry system for recording ownership interests in the Bonds.

Ownership interests in the Bonds may be purchased by or through Participants. Such Participants and the persons for whom they acquire interests in the Bonds as nominees will not receive certificated Bonds, but each such Participant will receive a credit balance in the records of DTC in the amount of such Participant's interest in the Bonds, which will be confirmed in accordance with DTC's standard procedures. Each such person for which a Participant has an interest in the Bonds, as nominee, may desire to make arrangements with such Participant to have all notices of redemption or other communications of the City to DTC, which may affect such person, forwarded in writing by such Participant and to have notification made of all interest payments.

The City will have no responsibility or obligation to such Participants or the persons for whom they act as nominees with respect to payment to or providing of notice for such Participants or the persons for whom they act as nominees.

As used herein, the term "Beneficial Owner" shall hereinafter be deemed to include the person for whom the Participant acquires an interest in the Bonds.

DTC will receive payments from the City, to be remitted by DTC to the Participants for subsequent disbursement to the Beneficial Owners. The ownership interest of each Beneficial Owner in the Bonds will be recorded on the records of the Participants whose ownership interest will be recorded on a computerized book-entry system kept by DTC.

When reference is made to any action which is required or permitted to be taken by the Beneficial Owners, such reference shall only relate to those permitted to act (by statute, regulation or otherwise) on behalf of such Beneficial Owners for such purposes. When notices are given, they shall be sent by the City to DTC, and DTC shall forward (or cause to be forwarded) the notices to the Participants so that the Participants can forward the same to the Beneficial Owners.

Beneficial Owners will receive written confirmations of their purchases from the Participants acting on behalf of the Beneficial Owners detailing the terms of the Bonds acquired. Transfers of ownership interests in the Bonds will be accomplished by book entries made by DTC and the Participants who act on behalf of the Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interest in the Bonds, except as specifically provided herein. Interest and principal will be paid when due by the City to DTC, then paid by DTC to the Participants and thereafter paid by the Participants to the Beneficial Owners.

Section 6. The Bonds shall be in substantially the following form:

(Form of Bond)

UNITED STATES OF AMERICA
STATE OF IOWA
DALLAS AND POLK COUNTIES
CITY OF CLIVE

GENERAL OBLIGATION URBAN RENEWAL BOND, SERIES 2025B

No. _____ \$ _____

RATE	MATURITY DATE	BOND DATE	CUSIP
_____%	June 1, _____	November 13, 2025	188864 _____

The City of Clive (the “City”), in Dallas and Polk County, State of Iowa, for value received, promises to pay on the maturity date of this Bond to

Cede & Co.
New York, New York

or registered assigns, the principal sum of

THOUSAND DOLLARS

in lawful money of the United States of America upon presentation and surrender of this Bond at the office of UMB Bank, n.a., West Des Moines, Iowa (hereinafter referred to as the “Registrar” or the “Paying Agent”), with interest on said sum, until paid, at the rate per annum specified above from the date of this Bond, or from the most recent interest payment date on which interest has been paid, on June 1 and December 1 of each year, commencing June 1, 2026, except as the provisions hereinafter set forth with respect to redemption prior to maturity may be or become applicable hereto. Interest on this Bond is payable to the registered owner appearing on the registration books of the City at the close of business on the fifteenth day of the month next preceding the interest payment date, and shall be paid to the registered owner at the address shown on such registration books. Interest shall be calculated on the basis of a 360-day year comprised of twelve 30-day months.

This Bond shall not be valid or become obligatory for any purpose until the Certificate of Authentication hereon shall have been signed by the Registrar.

This Bond is one of a series of General Obligation Urban Renewal Bonds, Series 2025B (the “Bonds”) issued by the City to evidence its obligation under a certain loan agreement, dated as of November 13, 2025 (the “Loan Agreement”), entered into by the City for the purpose of paying the cost, 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 Bonds are issued pursuant to and in strict compliance with the provisions of Chapters 76 and 384 of the Code of Iowa, 2025, and all other laws amendatory thereof and supplemental thereto, and in conformity with a resolution of the City Council, adopted on October 23, 2025, authorizing and approving the Loan Agreement and providing for the issuance and securing the payment of the Bonds (the “Resolution”), and reference is hereby made to the Resolution and the Loan Agreement for a more complete statement as to the source of payment of the Bonds and the rights of the owners of the Bonds.

The City reserves the right to optionally prepay part or all of the principal of the Bonds maturing in the years 2034 to 2040, inclusive, prior to and in any order of maturity on June 1, 2033, or on any date thereafter upon terms of par and accrued interest. If less than all of the Bonds of any like maturity are to be redeemed, the particular part of those Bonds to be redeemed shall be selected by the Registrar by lot. The Bonds may be called in part in one or more units of \$5,000.

If less than the entire principal amount of any Bond in a denomination of more than \$5,000 is to be redeemed, the Registrar will issue and deliver to the registered owner thereof, upon surrender of such original Bond, a new Bond or Bonds, in any authorized denomination, in a total aggregate principal amount equal to the unredeemed balance of the original Bond. Notice of such redemption as aforesaid identifying the Bond or Bonds (or portion thereof) to be redeemed shall be sent by electronic means or mailed by certified mail to the registered owners thereof at the addresses shown on the City's registration books not less than 30 days prior to such redemption date. Any notice of redemption may contain a statement that the redemption is conditioned upon the receipt by the Paying Agent of funds on or before the date fixed for redemption sufficient to pay the redemption price of the Bonds called for redemption, and that if funds are not available, such redemption shall be cancelled by written notice to the owners of the Bonds called for redemption in the same manner as the original redemption notice was sent. All of such bonds as to which the City reserves and exercises the right of redemption and as to which notice as aforesaid shall have been given and for the redemption of which funds are duly provided, shall cease to bear interest on the redemption date.

This Bond is fully negotiable but shall be fully registered as to both principal and interest in the name of the owner on the books of the City in the office of the Registrar, after which no transfer shall be valid unless made on said books and then only upon presentation of this Bond to the Registrar, together with either a written instrument of transfer satisfactory to the Registrar or the assignment form hereon completed and duly executed by the registered owner or the duly authorized attorney for such registered owner.

The City, the Registrar and the Paying Agent may deem and treat the registered owner hereof as the absolute owner for the purpose of receiving payment of or on account of principal hereof, premium, if any, and interest due hereon and for all other purposes, and the City, the Registrar and the Paying Agent shall not be affected by any notice to the contrary.

And It Is Hereby Certified and Recited that all acts, conditions and things required by the laws and Constitution of the State of Iowa, to exist, to be had, to be done or to be performed precedent to and in the issue of this Bond were and have been properly existent, had, done and performed in regular and due form and time; that provision has been made for the levy of a sufficient continuing annual tax on all the taxable property within the City for the payment of the principal of and interest on this Bond as the same will respectively become due; and that the total indebtedness of the City, including this Bond, does not exceed any constitutional or statutory limitations.

IN TESTIMONY WHEREOF, the City of Clive, Iowa, by its City Council, has caused this Bond to be executed with the duly authorized facsimile signature of its Mayor and attested with the duly authorized facsimile signature of its City Clerk, as of November 13, 2025.

CITY OF CLIVE, IOWA

By (DO NOT SIGN)

Mayor

Attest:

(DO NOT SIGN)

City Clerk

Registration Date: (Registration Date)

REGISTRAR'S CERTIFICATE OF AUTHENTICATION

This Bond is one of the Bonds described in the within-mentioned Resolution.

UMB Bank, n.a.
West Des Moines, Iowa
Registrar

By (Authorized Signature)
Authorized Officer

ABBREVIATIONS

The following abbreviations, when used in this Bond, shall be construed as though they were written out in full according to applicable laws or regulations:

TEN COM	-	as tenants in common	UTMA	_____
TEN ENT	-	as tenants by the entireties		(Custodian)
JT TEN	-	as joint tenants with right of survivorship and not as tenants in common	As Custodian for	_____
				(Minor)
			under Uniform Transfers to Minors Act	_____
				(State)

Additional abbreviations may also be used though not in the list above.

ASSIGNMENT

For valuable consideration, receipt of which is hereby acknowledged, the undersigned assigns this Bond to

(Please print or type name and address of Assignee)

PLEASE INSERT SOCIAL SECURITY OR OTHER
IDENTIFYING NUMBER OF ASSIGNEE

and does hereby irrevocably appoint _____, Attorney, to transfer this Bond on the books kept for registration thereof with full power of substitution.

Dated: _____

Signature guaranteed:

(Signature guarantee must be provided in accordance with the prevailing standards and procedures of the Registrar and Transfer Agent. Such standards and procedures may require signatures to be guaranteed by certain eligible guarantor institutions that participate in a recognized signature guarantee program.)

NOTICE: The signature to this Assignment must correspond with the name of the registered owner as it appears on this Bond in every particular, without alteration or enlargement or any change whatever.

Section 7. The Bonds shall be executed as herein provided as soon after the adoption of this resolution as may be possible, and thereupon they shall be delivered to the Registrar for registration, authentication and delivery to or on behalf of the Purchaser, upon receipt of the Loan Proceeds (\$_____), including original issue premium (\$_____), and all action heretofore taken in connection with the Loan Agreement is hereby ratified and confirmed in all respects.

A portion of the Loan Proceeds (\$_____) shall be retained by the Purchaser as underwriter's discount.

A portion of the Loan Proceeds (\$_____) shall be deposited in a dedicated fund (the "Project Fund"), which is hereby created, to be used for the payment of costs of the Projects and to the extent that any such proceeds (the "Project Proceeds") remain after the full payment of the costs of the Projects, such Project Proceeds, shall be transferred to the Debt Service Fund for the payment of interest on the Bonds.

A portion of the Loan Proceeds (\$_____) (the "Cost of Issuance Proceeds"), received from the sale of the Bonds shall be used for the payment of costs of issuance of the Bonds, and to the extent that Cost of Issuance Proceeds remain after the full payment of the costs of issuance of the Bonds, such Cost of Issuance Proceeds shall be transferred to the Debt Service Fund for the payment of interest on the Bonds.

The City shall keep a detailed and segregated accounting of the expenditure of, and investment earnings on, the Loan Proceeds to ensure compliance with the requirements of the Internal Revenue Code, as hereinafter defined.

Section 8. 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, there is hereby ordered levied on all the taxable property in the City the following direct annual tax for collection in each of the following fiscal years:

For collection in the fiscal year beginning July 1, 2026,
sufficient to produce the net annual sum of (\$_____);

For collection in the fiscal year beginning July 1, 2027,
sufficient to produce the net annual sum of (\$_____);

For collection in the fiscal year beginning July 1, 2028,
sufficient to produce the net annual sum of (\$_____);

For collection in the fiscal year beginning July 1, 2029,
sufficient to produce the net annual sum of (\$_____);

For collection in the fiscal year beginning July 1, 2030,
sufficient to produce the net annual sum of (\$_____);

For collection in the fiscal year beginning July 1, 2031,
sufficient to produce the net annual sum of (\$_____);

For collection in the fiscal year beginning July 1, 2032,
sufficient to produce the net annual sum of (\$_____);

For collection in the fiscal year beginning July 1, 2033,
sufficient to produce the net annual sum of (\$_____);

For collection in the fiscal year beginning July 1, 2034,
sufficient to produce the net annual sum of (\$_____);

For collection in the fiscal year beginning July 1, 2035,
sufficient to produce the net annual sum of (\$_____);

For collection in the fiscal year beginning July 1, 2036,
sufficient to produce the net annual sum of (\$_____);

For collection in the fiscal year beginning July 1, 2037,
sufficient to produce the net annual sum of (\$_____);

For collection in the fiscal year beginning July 1, 2038,
sufficient to produce the net annual sum of (\$_____); and

For collection in the fiscal year beginning July 1, 2039,
sufficient to produce the net annual sum of (\$_____).

Section 9. A certified copy of this resolution shall be filed with the County Auditors of Polk and Dallas Counties, and the County Auditors are hereby instructed to enter for collection and assess the tax hereby authorized. When annually entering such taxes for collection, the County Auditors 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 hereby authorized and for no other purpose whatsoever.

Pursuant to the provisions of Section 76.4 of the Code of Iowa, each year while the Bonds remain outstanding and unpaid, any funds of the City which may lawfully be applied for such purpose, including incremental property tax revenues, 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 Section 8 of this 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. A portion of the Projects identified in the preamble hereof have been authorized and approved as urban renewal projects of the City. The City hereby declares its intent to use incremental property tax revenues from its respective urban renewal areas pursuant to Section 403.19 of the Code of Iowa for the payment of some or all of the principal of and interest on the Bonds allocable to the financing of such urban renewal projects.

Section 10. The interest or principal and both of them falling due in any year or years shall, if necessary, be paid promptly from current funds on hand in advance of taxes levied and when the taxes shall have been collected, reimbursement shall be made to such current funds in the sum thus advanced.

Section 11. It is the intention of the City that interest on the Bonds be and remain excluded from gross income for federal income tax purposes pursuant to the appropriate provisions of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations in effect with respect thereto (all of the foregoing herein referred to as the “Internal Revenue Code”). In furtherance thereof, the City covenants to comply with the provisions of the Internal Revenue Code as they may from time to time be in effect or amended and further covenants to comply with the applicable future laws, regulations, published rulings and court decisions as may be necessary to insure that the interest on the Bonds will remain excluded from gross income for federal income tax purposes. Any and all of the officers of the City are hereby authorized and directed to take any and all actions as may be necessary to comply with the covenants herein contained.

Section 12. It is the intention of the City that the interest on the Bonds be and remain 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. The City hereby declares that the Bonds are being issued solely for the urban renewal purposes of the City pursuant to the authority granted in Section 403.12 of the Code of Iowa and under the urban renewal plan for the Clive Urban Renewal Area. Furthermore, the City covenants to use the proceeds from the issuance of the Bonds strictly for the carrying out of urban renewal projects in the Clive Urban Renewal Area as set forth in the preamble hereof.

Section 13. The Securities and Exchange Commission (the “SEC”) has promulgated certain amendments to Rule 15c2-12 under the Securities Exchange Act of 1934 (17 C.F.R. § 240.15c2-12) (the “Rule”) that make it unlawful for an underwriter to participate in the primary offering of municipal securities in a principal amount of \$1,000,000 or more unless, before submitting a bid or entering into a purchase contract for the bonds, an underwriter has reasonably determined that the issuer or an obligated person has undertaken in writing for the benefit of the bondholders to provide certain disclosure information to prescribed information repositories on a continuing basis or unless and to the extent the offering is exempt from the requirements of the Rule.

On the date of issuance and delivery of the Bonds, the City will execute and deliver a Continuing Disclosure Certificate pursuant to which the City will undertake to comply with the Rule. The City covenants and agrees that it will comply with and carry out the provisions of the Continuing Disclosure Certificate. Any and all of the officers of the City are hereby authorized and directed to take any and all actions as may be necessary to comply with the Rule and the Continuing Disclosure Certificate.

Section 14. All resolutions or parts thereof in conflict herewith are hereby repealed to the extent of such conflict.

Section 15. This resolution shall be in full force and effect immediately upon its approval and adoption, as provided by law.

Passed and approved October 23, 2025.

Mayor

Attest:

City Clerk

ATTESTATION CERTIFICATE

STATE OF IOWA
POLK AND DALLAS COUNTIES SS:
CITY OF CLIVE

I, the undersigned, City Clerk of the City of Clive, do hereby certify that as such City Clerk I have in my possession or have access to the complete corporate records of the City and of its City Council and officers and that I have carefully compared the transcript hereto attached with those corporate records and that the transcript hereto attached is a true, correct and complete copy of all the corporate records in relation to the adoption of a resolution authorizing a Loan Agreement and providing for the sale and issuance of \$5,625,000 General Obligation Urban Renewal Bonds, Series 2025B of the City evidencing the City's obligation under the Loan Agreement and that the transcript hereto attached contains a true, correct and complete statement of all the measures adopted and proceedings, acts and things had, done and performed up to the present time with respect thereto.

I further certify that no appeal has been taken to the District Court from the decision of the City Council to enter into the Loan Agreement, to issue the Bonds or to levy taxes to pay the principal of and interest on the Bonds.

WITNESS MY HAND this _____ day of _____, 2025.

City Clerk

COUNTY FILING CERTIFICATE

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 filed in my office a certified copy of a resolution of such City shown to have been adopted by the City Council and approved by the Mayor thereof on October 23, 2025, entitled: "Resolution awarding \$5,625,000 General Obligation Urban Renewal Bonds, Series 2025B and authorizing and approving a Loan Agreement, providing for the sale and issuance of Bonds and providing for the levy of taxes to pay the same," and that I have duly placed a copy of the resolution on file in my records.

I further certify that the taxes provided for in that resolution will in due time, manner and season be entered on the State and County tax lists of this County for collection in the fiscal year beginning July 1, 2026, and subsequent years as provided in the resolution.

WITNESS MY HAND this _____ day of _____, 2025.

County Auditor

COUNTY FILING CERTIFICATE

STATE OF IOWA

SS:

DALLAS COUNTY

I, the undersigned, County Auditor of Dallas County, in the State of Iowa, do hereby certify that on the _____ day of _____, 2025, the City Clerk of the City of Clive filed in my office a certified copy of a resolution of such City shown to have been adopted by the City Council and approved by the Mayor thereof on October 23, 2025, entitled: "Resolution awarding \$5,625,000 General Obligation Urban Renewal Bonds, Series 2025B and authorizing and approving a Loan Agreement, providing for the sale and issuance of Bonds and providing for the levy of taxes to pay the same," and that I have duly placed a copy of the resolution on file in my records.

I further certify that the taxes provided for in that resolution will in due time, manner and season be entered on the State and County tax lists of this County for collection in the fiscal year beginning July 1, 2026, and subsequent years as provided in the resolution.

WITNESS MY HAND this _____ day of _____, 2025.

County Auditor

LOAN AGREEMENT

This Loan Agreement is entered into as of November 13, 2025 by and between the City of Clive, Iowa (the "City"), and _____ (the "Purchaser"). The parties agree as follows:

1. The Purchaser shall loan to the City the sum of \$5,625,000 and the City's obligation to repay hereunder shall be evidenced by the issuance of General Obligation Urban Renewal Bonds, Series 2025B in the aggregate principal amount of \$5,625,000 (the "Bonds").

2. The City has adopted a resolution on October 23, 2025 (the "Resolution") authorizing and approving this Loan Agreement and providing for the issuance of the Bonds and the levy of taxes to pay the principal of and interest on the Bonds for the purpose or purposes set forth in the Resolution. The Resolution is incorporated herein by reference, and the parties agree to abide by the terms and provisions of the Resolution. In and by the Resolution, provision has been made for the levy of a sufficient continuing annual tax on all the taxable property within the City for the payment of the principal of and interest on the Bonds as the same will respectively become due.

3. The Bonds, in substantially the form set forth in the Resolution, shall be executed and delivered to or on behalf of the Purchaser to evidence the City's obligation to repay the amounts payable hereunder. The Bonds shall be dated November 13, 2025, shall be in denominations of \$5,000 or integral multiples thereof, shall bear interest, shall be payable as to principal on the dates and in the amounts, shall be subject to prepayment prior to maturity and shall contain such other terms and provisions as provided in the Bonds and the Resolution.

4. This Loan Agreement is executed pursuant to the provisions of Section 384.24A of the Code of Iowa and shall be read and construed as conforming to all provisions and requirements of the statute.

IN WITNESS WHEREOF, we have hereunto affixed our signatures all as of the date first above written.

CITY OF CLIVE, IOWA

By _____
Mayor

Attest:

City Clerk

_____, _____

By _____
(Signature)

(Print Name and Title)

REGISTRAR / PAYING AGENT AGREEMENT

THIS AGREEMENT is made and entered into this November 13, 2025 (the “Dated Date”) by and between the City of Clive, Iowa hereinafter called “ISSUER”, and UMB Bank, n.a., a national banking association with its principal payment office in Kansas City, Missouri, in its capacity as paying agent and registrar, hereinafter called the “AGENT”.

WHEREAS, the ISSUER has issued, or is currently in the process of issuing, pursuant to an ordinance, resolution, order, final terms certificate, notice of sale or other authorizing instrument of the governing body of the ISSUER, hereinafter collectively called the “Bond Document” certain bonds, certificates, notes and/or other debt instruments, more particularly described as \$5,625,000 General Obligation Urban Renewal Bonds, Series 2025B hereinafter called the “Bonds”; and

WHEREAS, pursuant to the Bond Document, the ISSUER has designated and appointed the AGENT as agent to perform registrar and paying agent services, to wit: establishing and maintaining a record of the owners of the Bonds, effecting the transfer of ownership of the Bonds in an orderly and efficient manner, making payments of principal and interest when due pursuant to the terms and conditions of the Bonds, and for other related purposes; and

WHEREAS, the AGENT has represented that it possesses the necessary qualifications and maintains the necessary facilities to properly perform the required services as such registrar and paying agent and is willing to serve in such capacities for the ISSUER;

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

1. The ISSUER has designated and appointed the AGENT as registrar and paying agent of the Bonds pursuant to the Bond Document, and the AGENT has accepted such appointment and agrees to provide the services set forth therein and herein.

2. The ISSUER agrees to deliver or cause to be delivered to the AGENT a transcript of the proceedings related to the Bonds to contain the following documents:

- a) A copy of the Bond Document, and the consent or approval of any other governmental or regulatory authority, required by law to approve or authorize the issuance of the Bonds;
- b) A written opinion by an attorney or by a firm of attorneys with a nationally recognized standing in the field of municipal bond financing, and any supporting or supplemental opinions, to the effect that the Bonds and the Bond Document have been duly authorized and issued by, are legally binding upon and are enforceable against the ISSUER;
- c) A closing certificate of the ISSUER, a closing certificate and/or receipt of the purchaser(s) of the Bonds, and such other documents related to the issuance of the Bonds as the Agent reasonably deems necessary or appropriate; and
- d) Unless Paragraph 20 hereof is applicable, in addition to the transcript of proceedings a reasonable supply of blank Bond certificates bearing the manual or facsimile signatures of

officials of the ISSUER authorized to sign certificates and, if required by the Bond Document, impressed with the ISSUER's seal or facsimile thereof, to enable the AGENT to provide Bond Certificates to the holders of the Bonds upon original issuance or the transfer thereof.

The foregoing documents may be subject to the review and approval of legal counsel for the AGENT. Furthermore, the ISSUER shall provide to the AGENT prompt written notification of any future amendment or change in respect of any of the foregoing, together with such documentation as the AGENT reasonably deems necessary or appropriate.

3. Unless Paragraph 20 hereof is applicable, Bond certificates provided by the ISSUER shall be printed in a manner to minimize the possibility of counterfeiting. This requirement shall be deemed satisfied by use of a certificate format meeting the standard developed by the American National Standards Committee or in such other format as the AGENT may accept by its authentication thereof. The AGENT shall have no responsibility for the form or contents of any such certificates. The ISSUER shall, while any of the Bonds are outstanding, provide a reasonable supply of additional blank certificates at any time upon request of the AGENT. All such certificates shall satisfy the requirements set forth in Paragraphs 2(d) and 3.

4. The AGENT shall initially register and authenticate, pursuant to instructions from the ISSUER and/or the initial purchaser(s) of the Bonds, one or more Bonds and shall enter into a Bond registry record the certificate number of the Bond and the name and address of the owner. The AGENT shall maintain such registry of owners of the Bonds until all the Bonds have been fully paid and surrendered. The initial owner of each Bond as reflected in the registry of owners shall not be changed except upon transfers of ownership and in accordance with procedures set forth in the Bond Document or this Agreement.

5. Transfers of ownership of the Bonds shall be made by the AGENT as set forth in the Bond Document. Absent specific guidelines in the Bond Document, transfers of ownership of the Bonds shall be made by the AGENT only upon delivery to the AGENT of a properly endorsed Bond or of a Bond accompanied by a properly endorsed transfer instrument, accompanied by such documents as the AGENT may deem necessary to evidence the authority of the person making the transfer, and satisfactory evidence of compliance with all applicable laws relating to the collection of taxes. The AGENT reserves the right to refuse to transfer any Bond until it is satisfied that each necessary endorsement is genuine and effective, and for that purpose it may require guarantees of signatures in accordance with applicable rules of the Securities and Exchange Commission and the standards and procedures of the AGENT, together with such other assurances as the AGENT shall deem necessary or appropriate. The AGENT shall incur no liability for delays in registering transfers as a result of inquiries into adverse claims or for the refusal in good faith to make transfers which it, in its judgment, deems improper or unauthorized. Upon presentation and surrender of any duly registered Bond and satisfaction of the transferability requirements, the AGENT shall (a) cancel the surrendered Bond; (b) register a new Bond(s) as directed in the same aggregate principal amount and maturity; (c) authenticate the new Bond(s); and (d) enter the transferee's name and address, together with the certificate number of the new Bond(s), in its registry of owners.

6. The AGENT may deliver Bonds by first class, certified, or registered mail, or by courier.

7. Ownership of, payment of the principal amount of, redemption premium, if any, and interest due on the Bonds and delivery of notices shall be subject to the provisions of the Bond Document, and for all other purposes. The AGENT shall have no responsibility to determine the beneficial owners of any Bonds and shall owe no duties to any such beneficial owners. Upon written request and reasonable notice from the ISSUER, the AGENT will mail, at the ISSUER's expense, notices or other communications from the ISSUER to the holders of the Bonds as recorded in the registry maintained by the AGENT.

8. Unless the Bond Document provides otherwise, the ISSUER shall, without notice from or demand of the AGENT, provide to the AGENT funds that are immediately available at least one business day prior to the relevant interest and/or principal payment date, sufficient to pay on each interest payment date and each principal payment date, all interest and principal then payable under the terms and provisions of the Bond Document and the Bonds. The AGENT shall have no responsibility to make any such payments to the extent ISSUER has not provided sufficient immediately available funds to AGENT on the relevant payment date. Unless the Bond Document provides otherwise, in the event that an interest and/or principal payment date shall be a date that is not a business day, payment may be made on the next succeeding business day and no interest shall accrue. The term "business day" shall include all days except Saturdays, Sundays and legal holidays recognized by the Federal Reserve Bank of Kansas City, Missouri.

9. Unless otherwise provided in the Bond Document and subject to the provisions of Paragraph 12 hereof, to the extent that the ISSUER has made sufficient funds available to it, the AGENT will pay to the record owners of the Bonds as of any record date (as specified in the Bond certificate or Bond Document) the interest due thereon as of the related interest payment date or any redemption date and, will pay upon presentation and surrender of such Bond at maturity or earlier date of redemption to the owner of any Bond, the principal or redemption amount of such Bond.

10. The AGENT may make a charge against any Bond owner sufficient for the reimbursement of any governmental tax or other charge required to be paid for any reason, including, but not limited to, failure of such owner to provide a correct taxpayer identification number to the AGENT. Such charge may be deducted from an interest or principal payment due to such owner.

11. Unless payment of interest, principal, and redemption premium, if any, is made by electronic transfer all payments will be made by check or draft and mailed to the last address of the owner as reflected on the registry of owners, or to such other address as directed in writing by the owner. In the event of payment of interest, the principal amount of and redemption premium, if any, by electronic transfer, the AGENT shall make payment by such means, at the expense of the ISSUER, pursuant to written instructions from the owner.

12. Subject to the provisions of the Bond Document, the AGENT may pay at maturity or redemption or issue new certificates to replace certificates represented to the AGENT to have been lost, destroyed, stolen or otherwise wrongfully taken, but first may require the Bond owner to pay a replacement fee, to furnish an affidavit of loss, and/or furnish either an indemnity bond or other indemnification satisfactory to the AGENT indemnifying the ISSUER and the AGENT.

13. The AGENT shall comply with the provisions, if any, of the Bond Document and the rules of the Securities and Exchange Commission pertaining to the cancellation and retention of Bond certificates and the periodic certification to the Issuer of the cancellation of such Bond certificates. In the event that the ISSUER requests in writing that the AGENT forward to the ISSUER the cancelled Bond certificates, the ISSUER agrees to comply with the foregoing described rules. The AGENT shall have no duty to retain any documents or records pertaining to this Agreement, the Bond Document or the Bonds any longer than eleven years after final payment on the Bonds, unless otherwise required by the rules of the Securities and Exchange Commission or other applicable law.

14. In case of any request or demand for inspection of the registry of owners or other related records maintained by the AGENT, the AGENT may be entitled to receive appropriate instructions from the ISSUER before permitting or refusing such inspection. The AGENT reserves the right, however, to only permit such inspection at a location and at such reasonable time or times designated by the Agent.

15. The AGENT is authorized to act on the order, directions or instructions of such officials as the governing body of ISSUER as the ISSUER by resolution or other proper action shall designate. The AGENT shall be protected in acting upon any paper or document believed by it to be genuine and to have been signed by the proper official(s), and the ISSUER shall promptly notify AGENT in writing of any change in the identity or authority of officials authorized to sign Bond certificates, written instructions or requests. If not so provided in the Bond Document, if any official whose manual or facsimile signature appears on blank Bond certificates shall die, resign or be removed from office or authority before the authentication of such certificates by the Agent, the AGENT may nevertheless issue such certificates until specifically directed to the contrary in writing by the ISSUER.

16. The AGENT shall provide notice(s) to the owners of the Bonds and such depositories, banks, brokers, rating agencies, information services, repositories, or publications as required by the terms of the Bond Document and to any other entities that request such notice(s) and, if so directed in such other manner and to such other parties as the Issuer shall so direct in writing and at the expense of the ISSUER.

17. The ISSUER shall compensate the AGENT for the AGENT's ordinary services as paying agent and registrar and shall reimburse the AGENT for all ordinary out-of-pocket expenses, charges, advances, counsel fees and other costs incurred in connection with the Bonds, the Bond Document and this Agreement as set forth in the Exhibit A or as otherwise agreed to by the Issuer and Agent in writing. In addition, should it become necessary for the AGENT to perform extraordinary services, the AGENT shall be entitled to extra compensation therefor and reimbursement for any out-of-pocket extraordinary costs and expenses, including, but not limited to, attorneys' fees.

18. The AGENT may resign, or be removed by the ISSUER, as provided in the Bond Document, or, if not so provided in the Bond Document, upon thirty days written notice to the other. Upon the effective date of resignation or removal, all obligations of the AGENT hereunder shall cease and terminate. In the event of resignation or removal, the AGENT shall deliver the registry of owners and all related books and records in accordance with the written instructions of the ISSUER or any successor agent designated in writing by the Issuer within a reasonable period following the effective date of its removal or resignation.

19. Whenever in the performance of its duties as Agent hereunder, the Bond Document or under the Bonds the AGENT shall deem it desirable that a matter be proved or established prior to taking, suffering or omitting any action hereunder, under the Bond Document or under the Bonds, the AGENT may consult with legal counsel, including, but not limited to, legal counsel for the ISSUER, with respect to any matter in connection with this Agreement and it shall not be liable for any action taken or omitted by it in good faith in reliance upon the advice or opinion of such counsel.

20. In the event that the Bond Document provides that the initial registered owner of all of the Bond certificates is or may be the Depository Trust Company, or any other securities depository or registered clearing agency qualified under the Securities and Exchange Act of 1934, as amended (a "Securities Depository"), none of the beneficial owners will receive certificates representing their respective interest in the Bonds. Except to the extent provided otherwise in the Bond Document, the following provisions shall apply:

- a) The registry of owners maintained by the AGENT will reflect as owner of the Bonds only the Securities Depository or its nominee, until and unless the ISSUER authorizes the delivery of Bond certificates to the beneficial owners as described in subsection (d) below.
- b) It is anticipated that during the term of the Bonds, the Securities Depository will make book-entry transfers among its participants and receive and transmit payments of principal and interest on the Bonds to the participants, unless and until the ISSUER authorizes the delivery of Bonds to the beneficial owners as described in subsection (d) below.
- c) The ISSUER may at any time, in accordance with the Bond Document, select and appoint a successor Securities Depository and shall notify the Agent of such selection and appointment in writing.
- d) If the ISSUER determines that the holding of the Bonds by the Securities Depository is no longer in the best interests of the beneficial owners of the Bonds, then the AGENT, at the written instruction and expense of the ISSUER, shall notify the beneficial owners of the Bonds by first class mail of such determination and of the availability of certificates to owners requesting the same. The AGENT shall register in the names of and authenticate and deliver certificates representing their respective interests in the Bonds to the beneficial owners or their nominees, in principal amounts and maturities representing the interest of each, making such adjustments as it may find necessary or appropriate as to accrued interest and previous calls for redemption. In such event, all references to the Securities Depository herein shall relate to the period of time when at least one Bond is registered in the name of the Securities Depository or its nominee. For the purposes of this paragraph, the AGENT may conclusively rely on information provided by the Securities Depository and its participants as to principal amounts held by and the names and mailing addresses of the beneficial owners of the Bonds, and shall not be responsible for any investigation to determine the beneficial owners. The cost of printing certificates for the Bonds and expenses of the AGENT shall be paid by the ISSUER.

21. The AGENT shall incur no liability whatsoever in taking or failing to take any action in accordance with the Bond Document, and shall not be liable for any error in judgment made in good faith by an officer or employee of the AGENT unless it shall be proved the AGENT was negligent in ascertaining the pertinent facts or acted intentionally in bad faith. The AGENT shall not be under any

obligation to prosecute or defend any action or suit in connection with its duties under the Bond Document or this Agreement or in respect of the Bonds, which, in its opinion, may involve it in expense or liability, unless satisfactory security and indemnity is furnished to the Agent (except as may result from the AGENT's own negligence or willful misconduct). To the extent permitted by law, the ISSUER agrees to indemnify the AGENT for, and hold it harmless against, any loss, liability, or expense incurred without negligence or bad faith on its part, arising out of or in connection with its acceptance or administration of its duties hereunder, including the cost and expense against any claim or liability in connection with the exercise or performance of any of its powers or duties under this Agreement. To the extent that the ISSUER may now or hereafter be entitled to claim, for itself or its assets, immunity from suit, execution, attachment (before or after judgment) or other legal process, the ISSUER irrevocably agrees not to claim, and it hereby waives, such immunity in connection with any suit or other action brought by the AGENT to enforce the terms of the Bond Document or this Agreement. The AGENT shall only be responsible for performing such duties as are set forth herein, required by the Bond Document, or otherwise agreed to in writing by the AGENT.

22. It is mutually understood and agreed that, unless otherwise provided in the Bonds or Bond Document, this Agreement shall be governed by the laws of the State of Iowa, both as to interpretation and performance.

23. It is understood and agreed by the parties that if any part, term, or provision of this Agreement is held by the courts to be illegal or in conflict with any applicable law, regulation or rule, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

24. The name "UMB Bank, n.a." shall include its successor or successors, any surviving corporation into which it may be merged, any new corporation resulting from its consolidation with any other corporation or corporations, the successor or successors of any such surviving or new corporation, and any corporation to which the corporate trust business of said Bank may at any time be transferred.

25. All notices, demands, and request required or permitted to be given to the ISSUER or AGENT under the provisions hereof must be in writing and shall be deemed to have been sufficiently given, upon receipt if (i) personally delivered, (ii) sent by email or electronic means and confirmed by phone or (iii) mailed by registered or certified mail, with return receipt requested, delivered as follows:

If to AGENT:	UMB Bank, n.a. Attn: Corporate Trust & Escrow Services 7155 Lake Drive, Suite 120 West Des Moines, Iowa 50266
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If to ISSUER:	City of Clive, Iowa Attn: City Clerk City Hall 1900 NW 114 th Street Clive, Iowa 50325-7077
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26. The parties hereto agree that the transactions described herein may be conducted and related documents may be sent, received or stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

27. In order to comply with provisions of the USA PATRIOT Act of 2001, as amended from time to time, and the Bank Secrecy Act, as amended from time to time, the AGENT may request certain information and/or documentation to verify confirm and record identification of persons or entities who are parties to this Agreement.

28. If the Bonds are eligible for receipt of any U.S. Treasury Interest Subsidy and if so directed by the Bond Document or, as agreed to in writing between the Issuer and the Paying Agent, the Paying Agent shall comply with the provisions, if any, relating to it as described in the Bond Document or as otherwise agreed upon in writing between the Issuer and the Paying Agent. The Paying Agent shall not be responsible for completion of or the actual filing of Form 8038-CP (or any successor form) with the IRS or any payment from the United States Treasury in accordance with §§ 54AA and 6431 of the Code.

IN WITNESS WHEREOF, the parties hereto have, by their duly authorized signatories, set their respective hands on the Dated Date.

CITY OF CLIVE, IOWA

Mayor

Attest:

City Clerk

UMB BANK, N.A., as PAYING AGENT/REGISTRAR

By: _____
Authorized Signatory



PAYING AGENT, BOND REGISTRAR AND TRANSFER AGENT FEE SCHEDULE

ADMINISTRATION

- | | |
|--------------------------------------|----------------------------|
| • Book Entry Bonds | \$300 initial/\$600 annual |
| • Registered/Private Placement Bonds | \$750 initial/\$600 annual |

* Initial Fees charged at Closing

* Annual Fees charged in arrears month of closing

ADDITIONAL SERVICES

- | | |
|-------------------------------------|------------------------------|
| • Placement of CDs or Sinking Funds | \$500 per set up/outside UMB |
| • Late Payments | \$100 |
| • Optional or Partial Redemption | \$300 |
| • Mandatory Redemption | \$100 |
| • Early Termination/Full Call | \$500 |
| • Paying Costs of Issuance | \$500 one-time fee |

SERVICES AVAILABLE UPON REQUEST

- | | |
|-----------------------|----------------|
| • Dissemination Agent | \$1,000 annual |
|-----------------------|----------------|

CHANGES IN FEE SCHEDULE

UMB Bank, N.A. reserves the right to renegotiate this fee schedule

Reasonable charges will be made for additional services or reports not contemplated at the time of execution of the Agreement or not covered specifically elsewhere in this schedule. Extraordinary out-of-pocket expenses will be charged at cost. However, this does not include ordinary out-of-pocket expenses such as normal postage and supplies, which are included in the annual fees quoted above

CONTINUING DISCLOSURE CERTIFICATE

This Continuing Disclosure Certificate (the “Disclosure Certificate”) is executed and delivered by the City of Clive, Iowa (the “Issuer”), in connection with the issuance of \$5,625,000 General Obligation Urban Renewal Bonds, Series 2025B (the “Bonds”), dated November 13, 2025. The Bonds are being issued pursuant to a resolution of the Issuer approved on October 23, 2025 (the “Resolution”). The Issuer covenants and agrees as follows:

Section 1. Purpose of the Disclosure Certificate. This Disclosure Certificate is being executed and delivered by the Issuer for the benefit of the Holders and Beneficial Owners of the Bonds and in order to assist the Participating Underwriters in complying with S.E.C. Rule 15c2-12.

Section 2. Definitions. In addition to the definitions set forth in the Resolution, which apply to any capitalized term used in this Disclosure Certificate unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

“Annual Report” shall mean any Annual Report provided by the Issuer pursuant to, and as described in, Sections 3 and 4 of this Disclosure Certificate.

“Beneficial Owner” shall mean any person which (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bonds (including persons holding Bonds through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Bonds for federal income tax purposes.

“Dissemination Agent” shall mean the Dissemination Agent, if any, designated in writing by the Issuer and which has filed with the Issuer a written acceptance of such designation.

“EMMA” shall mean the MSRB’s Electronic Municipal Market Access system available at <http://emma.msrb.org>.

“Financial Obligation” shall mean a (i) debt obligation, (ii) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation, or, (iii) guarantee of either (i) or (ii). The term “Financial Obligation” shall not include municipal securities as to which a final official statement has been provided to the MSRB pursuant to the Rule.

“Holders” shall mean the registered holders of the Bonds, as recorded in the registration books of the Registrar.

“Listed Events” shall mean any of the events listed in Section 5(a) of this Disclosure Certificate.

“Municipal Securities Rulemaking Board” or “MSRB” shall mean the Municipal Securities Rulemaking Board, 1300 I Street NW, Suite 1000, Washington, DC 20005.

“Participating Underwriter” shall mean any of the original underwriters of the Bonds required to comply with the Rule in connection with offering of the Bonds.

“Rule” shall mean Rule 15c2-12 adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time.

“State” shall mean the State of Iowa.

Section 3. Provision of Annual Reports.

(a) Not later than June 30 (the “Submission Deadline”) of each year following the end of the 2024-2025 fiscal year, the Issuer shall, or shall cause the Dissemination Agent (if any) to, file on EMMA an electronic copy of its Annual Report which is consistent with the requirements of Section 4 of this Disclosure Certificate in a format and accompanied by such identifying information as prescribed by the MSRB. The Annual Report may be submitted as a single document or as separate documents comprising a package, and may cross-reference other information as provided in Section 4 of this Disclosure Certificate; provided that the audited financial statements of the Issuer may be submitted separately from the balance of the Annual Report and later than the Submission Deadline if they are not available by that date. If the Issuer’s fiscal year changes, it shall give notice of such change in the same manner as for a Listed Event under Section 5(c), and the Submission Deadline beginning with the subsequent fiscal year will become one year following the end of the changed fiscal year.

(b) If the Issuer has designated a Dissemination Agent, then not later than fifteen (15) business days prior to the Submission Deadline, the Issuer shall provide the Annual Report to the Dissemination Agent.

(c) If the Issuer is unable to provide an Annual Report by the Submission Deadline, in a timely manner thereafter, the Issuer shall, or shall cause the Dissemination Agent (if any) to, file a notice on EMMA stating that there has been a failure to provide an Annual Report on or before the Submission Deadline.

Section 4. Content of Annual Reports. The Issuer’s Annual Report shall contain or include by reference the following:

(a) The audited financial statements of the Issuer for the prior fiscal year, prepared in accordance with generally accepted accounting principles promulgated by the Financial Accounting Standards Board as modified in accordance with the governmental accounting standards promulgated by the Governmental Accounting Standards Board or as otherwise provided under State law, as in effect from time to time, or, if and to the extent such audited financial statements have not been prepared in accordance with generally accepted accounting principles, noting the discrepancies therefrom and the effect thereof. If the Issuer’s audited financial statements are not available by the Submission Deadline, the Annual Report shall contain unaudited financial information (which may include any annual filing information required by State law) accompanied by a notice that the audited financial statements are not yet available, and the audited financial statements shall be filed on EMMA when they become available.

(b) Tables, schedules or other information contained in the official statement for the Bonds, under the following captions:

Property Valuations
Larger Taxpayers
Levies and Tax Collections
Tax Rates
Debt Limit
Direct Debt

Any or all of the items listed above may be included by specific reference to other documents, including official statements of debt issues of the Issuer or related public entities, which are available on EMMA or are filed with the Securities and Exchange Commission. If the document included by reference is a final official statement, it must be available on EMMA. The Issuer shall clearly identify each such other document so included by reference.

Section 5. Reporting of Significant Events

(a) Pursuant to the provisions of this Section 5, the Issuer shall give, or cause to be given, notice of the occurrence of any of the following events with respect to the Bonds:

- (1) Principal and interest payment delinquencies.
- (2) Non-payment related defaults, if material.
- (3) Unscheduled draws on debt service reserves reflecting financial difficulties.
- (4) Unscheduled draws on credit enhancements reflecting financial difficulties.
- (5) Substitution of credit or liquidity providers, or their failure to perform.
- (6) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the security, or other material events affecting the tax status of the security.
- (7) Modifications to rights of security holders, if material.
- (8) Bond calls, if material, and tender offers.
- (9) Defeasances.
- (10) Release, substitution, or sale of property securing repayment of the securities, if material.
- (11) Rating changes.
- (12) Bankruptcy, insolvency, receivership or similar event of the obligated person.

Note to paragraph (12): For the purposes of the event identified in subparagraph (12), the event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for an obligated person in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the obligated person, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the obligated person.

(13) The consummation of a merger, consolidation, or acquisition involving an obligated person or the sale of all or substantially all of the assets of the obligated person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material.

(14) Appointment of a successor or additional trustee or the change of name of a trustee, if material.

(15) Incurrence of a Financial Obligation of the obligated person, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the obligated person, any of which affect security holders, if material.

(16) Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the obligated person, any of which reflect financial difficulties.

(b) If a Listed Event described in Section 5(a) paragraph (2), (7), (8) (but only with respect to bond calls under (8)), (10), (13), (14) or (15) has occurred and the Issuer has determined that such Listed Event is material under applicable federal securities laws, the Issuer shall, in a timely manner but not later than ten business days after the occurrence of such Listed Event, promptly file, or cause to be filed, a notice of such occurrence on EMMA, with such notice in a format and accompanied by such identifying information as prescribed by the MSRB.

(c) If a Listed Event described in Section 5(a) paragraph (1), (3), (4), (5), (6), (8) (but only with respect to tender offers under (8)), (9), (11), (12) or (16) above has occurred the Issuer shall, in a timely manner but not later than ten business days after the occurrence of such Listed Event, promptly file, or cause to be filed, a notice of such occurrence on EMMA, with such notice in a format and accompanied by such identifying information as prescribed by the MSRB. Notwithstanding the foregoing, notice of Listed Events described in Section (5)(a) paragraphs (8) and (9) need not be given under this subsection any earlier than the notice (if any) of the underlying event is given to Holders of affected Bonds pursuant to the Resolution.

Section 6. Termination of Reporting Obligation. The Issuer's obligations under this Disclosure Certificate shall terminate upon the legal defeasance, prior redemption or payment in full of all of the Bonds or upon the Issuer's receipt of an opinion of nationally recognized bond counsel to the effect that, because of legislative action or final judicial action or administrative actions or proceedings, the failure of the Issuer to comply with the terms hereof will not cause Participating Underwriters to be in violation of the Rule or other applicable requirements of the Securities Exchange Act of 1934, as amended.

Section 7. Dissemination Agent. The Issuer may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Disclosure Certificate, and may discharge any such Agent, with or without appointing a successor Dissemination Agent. The Dissemination Agent shall not be responsible in any manner for the content of any notice or Annual Report prepared by the Issuer pursuant to this Disclosure Certificate. The initial Dissemination Agent shall be the Issuer.

Section 8. Amendment; Waiver. Notwithstanding any other provision of this Disclosure Certificate, the Issuer may amend this Disclosure Certificate, and any provision of this Disclosure Certificate may be waived, provided that the following conditions are satisfied:

(a) (i) the amendment or waiver is made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature or status of an obligated person with respect to the Bonds, or the type of business conducted; (ii) the undertaking, as amended or taking into account such waiver, would, in the opinion of nationally recognized bond counsel, have complied with the requirements of the Rule at the time of the original issuance of the Bonds, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and (iii) the amendment or waiver either (1) is approved by a majority of the Holders, or (2) does not, in the opinion of nationally recognized bond counsel, materially impair the interests of the Holders or Beneficial Owners; or

(b) the amendment or waiver is necessary to comply with modifications to or interpretations of the provisions of the Rule as announced by the Securities and Exchange Commission.

In the event of any amendment or waiver of a provision of this Disclosure Certificate, the Issuer shall describe such amendment in the next Annual Report, and shall include, as applicable, a narrative explanation of the reason for the amendment or waiver and its impact on the type (or in the case of a change of accounting principles, on the presentation) of financial information or operating data being presented by the Issuer. In addition, if the amendment relates to the accounting principles to be followed in preparing audited financial statements, (i) notice of such change shall be given in the same manner as for a Listed Event under Section 5(c), and (ii) the Annual Report for the year in which the change is made will present a comparison or other discussion in narrative form (and also, if feasible, in quantitative form) describing or illustrating the material differences between the audited financial statements as prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles.

Section 9. Additional Information. Nothing in this Disclosure Certificate shall be deemed to prevent the Issuer from disseminating any other information, using the means of

dissemination set forth in this Disclosure Certificate or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Certificate. If the Issuer chooses to include any information in any Annual Report or notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Certificate, the Issuer shall have no obligation under this Certificate to update such information or include it in any future Annual Report or notice of occurrence of a Listed Event.

Section 10. Default. In the event of a failure of the Issuer to comply with any provision of this Disclosure Certificate, any Holder or Beneficial Owner may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the Issuer to comply with its obligations under this Disclosure Certificate. Direct, indirect, consequential and punitive damages shall not be recoverable by any person for any default hereunder and are hereby waived to the extent permitted by law. A default under this Disclosure Certificate shall not be deemed an event of default under the Resolution, and the sole remedy under this Disclosure Certificate in the event of any failure of the Issuer to comply with this Disclosure Certificate shall be an action to compel performance.

Section 11. Duties, Immunities and Liabilities of Dissemination Agent. The Dissemination Agent, if any, shall have only such duties as are specifically set forth in this Disclosure Certificate, and the Issuer agrees to indemnify and save the Dissemination Agent, its officers, directors, employees and agents, harmless against any loss, expense and liabilities which it may incur arising out of or in the exercise or performance of its powers and duties hereunder, including the costs and expenses (including attorneys' fees) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent's negligence or willful misconduct. The obligations of the Issuer under this Section shall survive resignation or removal of the Dissemination Agent and payment of the Bonds.

Section 12. Beneficiaries. This Disclosure Certificate shall inure solely to the benefit of the Issuer, the Dissemination Agent, the Participating Underwriters and Holders and Beneficial Owners from time to time of the Bonds, and shall create no rights in any other person or entity.

Dated: November 13, 2025

CITY OF CLIVE, IOWA

By _____
Mayor

Attest:

By _____
City Clerk



Memo

TO: Mayor and Council members

FROM: Ryan Mayer, Construction Services Administrator

DATE: October 23, 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. Additional information regarding the enforcement strategies was provided on October 9, 2025. No additional questions or comments have been received from the public.

During the October 9th meeting, a question was brought up regarding what is determined an essential service (water, sewer, electricity, heat) when considering rent abatement. The following code sections are referenced in the 2024 International Property Maintenance Code and shall be used to determine if an essential service has been provided, and minimum compliance has been met. Staff will provide the following information to council.

Water

505.1 General.

Every sink, lavatory, bathtub or shower, drinking fountain, water closet or other plumbing fixture shall be properly connected to either a public water system or to an *approved* private water system. Kitchen sinks, lavatories, laundry facilities, bathtubs and showers shall be supplied with hot or tempered and cold running water in accordance with the [*International Plumbing Code*](#).

[P] 505.3 Supply.

The water supply system shall be installed and maintained to provide a supply of water to plumbing fixtures, devices and appurtenances in sufficient volume and at pressures adequate to enable the fixtures to function properly, safely, and free from defects and leaks.

[P] 505.4 Water heating facilities.

Water heating facilities shall be properly installed, maintained and capable of providing an adequate amount of water to be drawn at every required sink, lavatory, bathtub, shower and laundry facility at a temperature not less than 110°F (43°C). A gas-burning water heater shall not be located in any *bathroom, toilet room, bedroom* or other occupied room normally kept closed, unless adequate combustion air is provided. An *approved* combination temperature and pressure-relief valve and relief valve discharge pipe shall be properly installed and maintained on water heaters.

Sewer

[P] 506.1 General.

Plumbing fixtures shall be properly connected to either a public sewer system or to an *approved* private sewage disposal system.

[P] 506.2 Maintenance.

Every plumbing stack, vent, waste and sewer line shall function properly and be kept free from obstructions, leaks and defects.

Electricity

604.2 Service.

The size and usage of appliances and equipment shall serve as a basis for determining the

need for additional facilities in accordance with [NFPA 70](#). *Dwelling units* shall be served by a three-wire, 120/240 volt, single-phase electrical service having a minimum rating of 60 amperes.

604.3 Electrical system hazards.

Where it is found that the electrical system in a *structure* constitutes a hazard to the *occupants* or the *structure* by reason of inadequate service, improper fusing, insufficient receptacle and lighting outlets, improper wiring or installation, *deterioration* or damage, or for similar reasons, the *code official* shall require the defects to be corrected to eliminate the hazard.

Heat

602.1 Facilities required.

Heating facilities shall be provided in *structures* as required by this section.

602.2 Residential occupancies.

Dwellings shall be provided with heating facilities capable of maintaining a room temperature of 68°F (20°C) in all habitable rooms, *bathrooms* and *toilet rooms* based on the winter outdoor design temperature for the locality indicated in [Appendix D](#) of the *International Plumbing Code*. Cooking appliances shall not be used, nor shall portable unvented fuel-burning space heaters be used, as a means to provide required heating. The installation of one or more portable space heaters shall not be used to achieve compliance with this section.

Exception: In areas where the average monthly temperature is above 30°F (-1°C), a minimum temperature of 65°F (18°C) shall be maintained.

602.5 Room temperature measurement.

The required room temperatures shall be measured 3 feet (914 mm) above the floor near the center of the room and 2 feet (610 mm) inward from the center of each exterior wall.

A breakdown of the revenues and expenses has been added to the Program Guidelines along with a section addressing Outreach and Education Opportunities.

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. Program Guidelines & Fee Schedule 2026-2027
3. Rental Inspection Guide 2026-2027
4. Rental Owner Checklist 2026-2027
5. Ch 12-Rental Housing Code-2025

ORDINANCE NO 1172

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF CLIVE, IOWA, 2024, BY AMENDING PROVISION OF TITLE 10 BUILDING REGULATIONS

Be It Enacted by the City Council of the City of Clive, Iowa:

SECTION 1. INTERNAL REFERENCES. All references to section numbers in this ordinance shall be to sections contained within Title 10 Building Regulations specifically identified as Chapter 12 (Rental Housing Code) of the "2019 Clive Code of Ordinances" unless otherwise specified.

SECTION 2. AMENDMENT. Title 10 Building Regulations, Chapters 12 is hereby amended by striking Chapter 12 in its entirety and inserting in lieu thereof the text of the following chapter attached hereto in Exhibit A and incorporated herein by this reference: Chapter 12 (Rental Housing Code).

SECTION 3. REPEALER. All parts of the "CODE OF ORDINANCES OF THE CITY OF CLIVE, IOWA, 2019" in conflict herewith are hereby repealed.

SECTION 4. SEVERABILITY CLAUSE. If any section, provision, sentence, clause, phrase or part of this Ordinance shall be adjudged to be invalid or unconstitutional, such adjudication shall not affect the validity of this Ordinance as a whole or any section, subsection, provision, sentence, clause, phrase or part thereof not adjudged invalid or unconstitutional.

SECTION 5. WHEN EFFECTIVE. This Ordinance shall be in effect from and after its final passage, approval and notice of its passage is given as provided by law.

PASSED AND APPROVED by the City Council on the ____ day of _____, 2025.

Matthew Graham, City Clerk

John Edwards, Mayor

Ordinance No. 1172 authenticated this ____ day of _____, 2025.

Matthew Graham, City Clerk

John Edwards, Mayor

Officially published on the _____ day of _____, 2025

CERTIFIED BY:

Matthew Graham, City Clerk

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

All current rental certificates expire on December 31, 2025. Registration renewal notices via email will be sent out by November 30, 2025, with the expectation all renewals will be made before the expiration date. All renewals and payments shall be made at www.citizenserve.com/clive. Certificates shall be valid for up to two years with the next expiration date being December 31, 2027. Additional information regarding the program operations is provided below.

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 312 units or 17% of all 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 email notifications providing at least 30 days’ notice. Newer rental units that have not been previously inspected will be at the top of the list for inspection. Existing units are batched together and scheduled in the most economical manner within a 6 year period. Tenants are welcome to be present during the inspection and can ask the inspectors any questions or bring up any concerns.

NEW REQUIREMENTS - City staff will work with both tenants and owners to make sure tenant obligations and basic duties of the owner are being met. This includes keeping the interior and exterior clean, safe and in good repair.

Complaints

Tenants are required to submit complaints to the Owner in writing and the property owner 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 by the owner within 24-hours. Please notify the city at 515-223-6221 if an emergency condition exists past 24 hours. A sample complaint form can be found online at:

<https://www.cityofclive.com/services/communitydevelopment/rentalhousingprogram2.php>

If the Owner has not scheduled the repairs with the tenant or fails to make corrections within 20 days, please contact the Community Development Department and we 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

Fees are established to cover 100% of all program expenses. The following expenses are anticipated:

Inspections:

312 inspections per year @ 45 mins per inspection = 234 inspection hours per year @ \$62/hour = \$14,508
per year x 2 years = \$29,016

Administration:

420 hours per year x \$50/hour = \$21,000 per year x 2 years = \$42,000

Vehicles:

1560 miles per year @ \$.69 per mile = \$1076.40 x 2 years = \$2,152.80

Office supplies to include printing, permit software:

4 software users @ \$525 per user = \$2100 + \$1000 printing/office supplies = \$3,100

Total program expenses = \$76,268.80

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

The following revenues shall be retained through registration fees:

Apartments - 1st unit within building = \$1,156
2nd or more units = \$46,784

Condos - \$4,556

Duplex - 1st unit = \$7,004
2nd unit = \$3,502

Single Family - \$9,384

Townhomes - \$3,876

Total registration revenue = \$76,262.00

Outreach and Education Opportunities

Home, Inc. offers the following workshops and educational materials for Clive tenants and landlords throughout the calendar year. They also offer HUD Certified Counseling Services. Please visit www.homeincdsm.org for more information. Additional tenant and landlord resources can also be found at <https://www.cityofclive.com/services/communitydevelopment/rentalhousingprogram2.php>

Rentwise for Tenants
Private Landlord Workshop
Property Manager Workshop
Tenant and Owner Official Handbook



RENTAL INSPECTION GUIDE

The purpose of the Rental Inspection Guide is to provide additional guidance and/or clarification on items outlined in the City Code. The language, terms and provisions addressed in the guide are for reference only and the actual code should be consulted for determination of compliance.

CSST (Corrugated Stainless Steel Tubing) – CSST pipe is a flexible, metal gas piping system used in many homes constructed or remodeled since the early 1990's. The pipe can typically be identified by the yellow plastic coating protecting the stainless steel tubing. Many early systems were not properly bonded and grounded which has resulted in damage or fire from lightning strikes. If you do not see any metal clamps or copper wire where the gas line enters the home or on any black iron pipe near CSST in your utility room, you should contact a local electrician to assist you in determining if the system is properly bonded and grounded. If CSST is identified during an audit inspection, it shall be properly bonded at that time.

Emergency Egress – A means of escape and/or rescue during an emergency. Every bedroom, including basement bedrooms, must have at least one operable emergency egress window.

An egress window shall have a clear opening of 5.7 square feet and shall not have a sill height greater than 44 inches above the finished floor. The table below outlines the minimum dimensions necessary to provide the requisite clear opening.

**MINIMUM WIDTH/HEIGHT REQUIREMENT FOR
EMERGENCY ESCAPE AND RESCUE WINDOWS (inches)**

Width	20	21	22	22	22	23	23	24	24	25	25	26	26	27	27
Height	41	40	39	38	37	37	36	35	34	34	33	32	32	31	30

Width	28	28	29	29	30	30	31	31	32	32	33	33	34	34	34
Height	30	29	29	28	28	27	27	27	26	26	25	25	25	24	24

The Building Code Appeals Board ruling on March 27, 2014 allows for original operational bedroom windows, whether compliant with the current egress codes or not, to remain in place until such a time the windows are replaced. At the time of replacement, the new windows shall meet the egress code requirements of the adopted code at that time.

All basement bedrooms shall have an egress compliant opening installed within that room.

A basement bedroom that does not have an egress compliant window shall not be listed as a “bedroom” in any advertising material and shall not be used in the calculation for determining the maximum permitted occupancy load for the dwelling unit.

Occupancy – The maximum permitted occupancy within any dwelling shall comply with the following table:

Dwelling Occupant Load Table

Room Type	Room Area	Maximum Occupant Load
Bedroom Room	at least 70 sf, but less than 120 sf	1 per room
Bedroom Room	120 sf to 180 sf	2 per room
Bedroom Room	180 sf or more	3 per room
Multi-purpose Room	at least 70 sf	1 per room, not more than 2 per dwelling unit

All one-family dwellings (single family homes, each side of a duplex or townhome dwelling units) must adhere to the **Rental Housing Program Guidelines** if operating as a lodging or boarding house.

Bathroom Ventilation – Every bathroom shall have a means of ventilation by either an operable window or mechanical exhaust system. If a mechanical exhaust system is provided, the venting shall be to the outdoors (venting should not be terminated in the attic or other interior space).

Electrical Equipment – Every dwelling unit shall be served by a three wire, 120/240 volt, single phase electrical service having a rating of not less than 60 amperes.

All 15 and 20 amp receptacle outlets in the following locations shall be GFCI (Ground Fault Circuit Interrupter) protected:

- All bathroom receptacles
- All kitchen countertop receptacles
- All exterior receptacles
- All receptacles within 6’ of a sink in laundry rooms, utility rooms, and/or other similar areas
- All receptacles within garages/accessory buildings

Smoke Alarms – A smoke alarm shall be required to be installed in all bedrooms and outside of each bedroom (within 10-feet of the bedroom doorway). A 10-year sealed in place battery type is required.

Carbon Monoxide Alarms & Detection – If the dwelling unit contains a fuel fired appliance or has an attached garage, a carbon monoxide detector shall be installed immediately outside (within 10’) of the bedroom(s) door. If a fuel fire appliance is installed within the bedroom or an attached bathroom, a carbon monoxide detector shall be placed within the bedroom.

All solely battery-operated carbon monoxide alarms shall be 10-year sealed in place battery type.



Off-Street Parking – The City Code requires that two (2) off-street parking stalls are provided for every dwelling unit. Many of the existing apartment complexes were constructed prior to this requirement and provided that there is no parking related impact on adjacent properties may continue to operate without the minimum required parking stalls. If there is an impact on adjacent properties, the City may require additional parking to be constructed.

Pest Management – It shall be the property owner’s responsibility to ensure that appropriate steps are taken to minimize the existence of pests. Specifically, the structure should be made secure to prevent the intrusion of pest from entering the dwelling unit. Additionally, the property owner should have a pest management plan in place to address intrusions prior to infestations occurring.

Swimming Pools – It shall be the property owner’s responsibility to ensure that barrier requirements (fence/cover) for swimming pools/hot tubs are installed and maintained. Contact the Community Development Department at (515) 223-6221 if you have a swimming pool or hot tub and need more information.

Tenants shall be responsible for keeping their unit clean and free of environmental conditions that would facilitate the infestation of pests.



City of Clive

RENTAL OWNER CHECKLIST

As you review this checklist, applicable code sections to the International Property Maintenance Code (IPMC) (2024 edition) are provided for your reference. A copy of the IPMC 2024 and the Rental Inspection Guide are available on the City of Clive website (www.cityofclive.com). Please do not sign the attached Owner Acknowledgement unless you have a clear understanding of the requirements and that each of your rental units complies with said requirements.

Please feel free to contact the Community Development Department at (515) 223-6221 if you have any questions or need additional information.

Living Room	Code Section
Is living room a minimum of 120 sf and not less than 7 feet in any plan dimension?	404.2/404.3/ 404.4
Is the ceiling height at least 7 feet?	404.3
Is at least one operable window with screen provided?	304.14/402.1/ 403.1
Is adequate natural or artificial light provided?	401.3/402.1
Is adequate natural ventilation or mechanical ventilation provided?	401.3/403.1
Is the fireplace maintained in safe condition?	603
Does the room have at least two receptacle outlets?	605.2

Kitchen	
Is there at least 3 feet between counterfronts and appliances and counterfronts and walls?	404.2
Is adequate natural or artificial light provided?	401.3/402.1
Is adequate natural ventilation or mechanical ventilation provided?	401.3/403.1
Is space available for equipment/storage/ preparation/ disposal of food?	404.7
Is a sink provided and is it maintained in a sanitary, safe working condition?	502.1
Are all plumbing fixtures properly installed, functioning and without leaks?	504.1
Are all the countertop receptacles GFCI (Ground Fault Circuit Interrupter) protected? ***	605.2.1**
Is the ceiling height at least 7 feet?	404.3
Is at least one lighting fixture provided?	605.3

Balcony	Code Section
Do all elevated balconies, more than 30" above the floor or grade below, have secure guard rails installed not less than the code requirement at the time of install? Min. 30"	307**
Is the framing and decking structurally sound and in good condition?	304.1/304.2
Are all sliding doors lockable?	304.15

Bathrooms	Code Section
Is at least one operable window with screen or mechanical exhaust to the outside provided?	304.14/403.2
Is the ceiling height at least 7 feet?	404.3
Are all plumbing fixtures properly installed, functioning and without leaks?	504.1
Does the room have at least one receptacle outlet that is GFCI (Ground Fault Circuit Interrupter) and are all outlets GFCI protected? ***	605.2.2**
Is at least one lighting fixture provided?	605.3

Bedrooms	Code Section
Is adequate natural or artificial light provided?	401.3/402.1
Is adequate natural ventilation or mechanical ventilation provided?	401.3/403.1
Is an emergency egress opening provided in all sleeping rooms (including those in basements)? (window clear openings must be at least 5.7 sf and have a sill height of not more than 44" above finished floor)***	702.4
Have the bedroom windows ever been replaced? ***	Date Replaced:
Is the sleeping room at least 70 sf and have at least 7 feet in any plan dimension?	404.2/404.4
Is the ceiling height at least 7 feet?	404.3
Does the sleeping room have access to a water closet and lavatory without having to go through another bedroom?	404.4.3
Does the room have at least two receptacle outlets?	605.2
Does the unit have working smoke alarms within each sleeping room and immediately outside of the sleeping room?	704.6/704.7
If there is an attached garage or fuel fired appliance installed, is a carbon monoxide detector installed immediately (within 10') outside the bedroom doors? ***	705

Hallways, Stairs, Interior areas, etc.	Code Section
Is the interior structurally sound and in good repair?	305.1/305.2
Are all interior surfaces in good repair, including paint, plaster, wood, etc.?	305.3
Are all stairs, ramps, landings, etc. structurally sound and in good repair?	305.4
Are all handrails and guards structurally sound and in good repair?	305.5
Do all stairs, having more than 4 risers, have a handrail installed on one side that measures not less than the required code at the time of install? Min. 30"	307**
Do all elevated surfaces, more than 30" above the floor or grade below, have secure guard rails installed not less than the code requirement at the time of install? Min. 30"	307**
Are all interior doors in good repair and operable?	305.6
Are all public hallways and stairs provided with at least one electric luminaire?	605.3

Mechanical/Laundry Room	Code Section
Is the water heating source adequate to provide 110-degree hot water?	505.4
Is the water heater located properly (not in any bathroom, toilet room, bedroom)?	505.4
Does the mechanical equipment maintain a minimum temperature of 68-degrees?	602.2
Is all mechanical equipment properly installed and maintained in safe working condition?	603
Is the mechanical room free of combustible trash/debris?	603.3
Is the furnace safety control switch (off switch for servicing) provided and operable?	603.4
Is all fuel burning equipment vented to the outside (furnace, water heater, etc.)?	603.2
Is at least one lighting fixture provided in the furnace room?	605.3
Is adequate combustion air provided for the fuel fired equipment? This includes laundry rooms with gas dryers.	603.5
Is a minimum single phase, three wire, (120/240) 60 amp service provided?	604.2
Is the electrical wiring service panel accessible and in good condition?	604.3
Is there a GFCI (Ground Fault Circuit Interrupter) for any receptacle with 6' of a sink? ***	605.2.3**
Is gas piping CSST (Covered Stainless Steel Tube – yellow flexible gas piping) properly bonded and grounded? ***	603.7**
Is the laundry room ceiling height at least 7 feet?	404.3
Is at least one lighting fixture provided in the laundry room?	605.3
Is the clothes dryer vented to the outside?	403.5

Basement	
Are all receptacles in basement GFCI (Ground Fault Circuit Interrupter) protected? ***	605.2.5**

Exterior Property Areas	Code Section
Is the site free from debris, garbage, etc.?	302.1
Is the site graded properly and maintained with adequate vegetation to prevent soil erosion?	302.2
Are all sidewalks in good repair (no more than 1-inch off-set trip hazard)?	302.3
Is the driveway surface in good repair?	302.3
Is the site free of all noxious weeds and excessive vegetation greater than 10-inches tall?	302.4
Are all fences structurally sound and in good repair?	302.7
Is the detached garage/shed structurally sound and in good repair?	302.7
Are all receptacles within garages/accessory buildings GFCI (Ground Fault Circuit Interrupter) protected? ***	605.2.4**
Is the swimming pool clean and in good repair?	303.1
Is the site free of all inoperable or unlicensed motor vehicles?	302.8
Is the site free of markings, carvings and graffiti?	302.9
Is the area free from pests?	309.1

Exterior Structure	Code Section
Are structural members sound and free from deterioration?	304.1.1 (1-3 & 5)/304.4
Are siding and masonry joints weather resistant and/or water tight?	304.1.1 (4)
Are walls anchored, plumb, free of holes, cracks/breaks and free from deterioration?	304.1.1 (7)/304.6
Is roof/flashings in good repair and free from defects and deterioration?	304.1.1 (8)/304.7
Is trim and other decorative features anchored to walls?	304.1.1 (10)/304.8
Are the decks, stairs, porches, handrails, guardrails, etc. in good repair?	304.1.1 (12)/304.10/ 304.12
Do all stairs, having more than 4 risers, have a handrail installed on one side that measures not less than the code requirement at the time of install? Min. 30"	307**
Do all elevated surfaces, more than 30" above the floor or grade below, have secure guard rails installed not less than the code requirement at the time of install? Min. 30"	307**
Are exterior surfaces on doors, windows, frames, etc. in good repair and painted or stained?	304.2
Are window/skylights weather resistant and water tight?	304.2/304.13/ 304.13.1
Is the address identification provided and visible from the street or road fronting the property? (font at least 4" high and .5" width)	304.3
Are roof drains, gutters and downspouts maintained in good repair and free from obstructions?	304.7
Are all windows easily operable?	304.13.2
Are doors and hardware in good condition?	304.15
Are all exterior receptacles GFCI (Ground Fault Circuit Interrupter) protected? ***	605.2.5**

Swimming Pools/Spas	Code Section
Is the swimming pool clean and in good repair?	303.1
Does the required barrier meet code? ***	303.2**

** Local Code Amendment

*** For more information on this item, please refer to Rental Inspection Guide

Occupancy loads shall comply with Clive City Code per the Dwelling Occupant Load table list below:

Dwelling Occupant Load Table

Room Type	Room Area	Maximum Occupant Load
Bedroom Room	at least 70 sf, but less than 120 sf	1 per room
Bedroom Room	120 sf to 180 sf	2 per room
Bedroom Room	180 sf or more	3 per room
Multi-purpose Room	at least 70 sf	1 per room, not more than 2 per dwelling unit

PLEASE RETAIN THIS FORM FOR YOUR FUTURE REFERENCE – DO NOT RETURN WITH YOUR ACKNOWLEDGEMENT AND INVOICE!!

Chapter 12

RENTAL HOUSING CODE

10-12-1: Short Title	10-12-9: Building Official
10-12-2: Purpose	10-12-10: Audit Inspection
10-12-3: Warning	10-12-11: Complaint By Tenant
10-12-4: Interpretation	10-12-12: Deletions
10-12-5: Adoption	10-12-13: Amendments
10-12-6: Scope And Occupancy Requirements	10-12-14: Violations and Enforcement Strategies
10-12-7: Indemnification	10-12-15: Collection of Fees, Fines, Penalties and Costs
10-12-8: Rental Registration, Certificate Requirements, Conditions, and Fees	10-12-16: Appeals

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.