CLIVE CITY COUNCIL

AGENDA, REGULAR MEETING
1900 NW 114th Street
April 23, 2026 6:00 PM

This meeting will be conducted in person in the City Council Chambers and virtually via Zoom platform. To participate virtually use the following link: https://us06web.zoom.us/j/86940489109 - Meeting ID: 869 4048 9109 - One tap mobile: +19292056099,,86940489109#

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. 2026 National Public Works Week Proclamation
2. Metro Waste Authority - Annual Update

Consent Items

1. City Manager Memo
2. City Manager Report - March 2026
3. Assistant City Manager Tech Services Report - March 2026
4. Administrative Services Monthly Report - March 2026
5. Community Development Monthly Report - March 2026
6. Fire Department Monthly Report - March 2026
7. Leisure Services Report - March 2026
8. Police Department Monthly Report - March 2026
9. Public Works Monthly Report - March 2026
10. Treasurer's Report - March 2026
11. Approve 04/09/2026 City Council Minutes
12. Bill List
13. Resolution Certifying the 2025 Partial Special Federal Census for the City of Clive to the Iowa Secretary of State and The Treasurer of the State of Iowa.

14. Approve Retail Tobacco Sales License Renewal Application - David's Fine Tobaccos - 9759 University Ave
15. Approve New Retail Tobacco Sales License Application - Afghan Supermarket - 8801 University Ave, Ste 25/26
16. Approve Retail Tobacco Sales License Renewal Application - 515 Vape and Disc - 7600 University Ave, Ste H
17. Approve Retail Alcohol Sales License Renewal Application - Love's Travel Stop #411 - 11820 Hickman Road
18. Approve Retail Alcohol Sales License Renewal Application - The Mandarin Grill and Sushi Bar - 1250 NW 128th Street, Suite 100
19. Resolution Accepting Work - Forest Avenue Water Main Replacement
20. Approve Pay Request # 2 - HGS, LLC - Little Walnut Creek West of Alice's Road Large Woody Vegetation Management - $509,876.48
21. Approve Pay Request #2 - Final - Release of Retainage - Hydro-Klean - $4,407.59
22. Approve Pay Request #7 - DCI Group - City Hall Remodel Phase 2 Project - $48,897.01
23. Approve Pay Request #21 – Stantec Consulting Services - Little Walnut Creek Restoration and Trail Construction - $ 2,661.25
24. Resolution Approving Professional Services Agreement with Central Iowa Officials, LLC for Umpire Services
25. Resolution Accepting 1st Amendment to Storm Sewer and Overland Flowage Easement for Lot 27, Shadow Creek West - 18225 Hidden Knoll
26. Resolution Accepting 1st Amendment to Surface Water Flowage Easement, Lot 38, Country Club West Plat 4 - 2190 NW 147th Street
27. Approve Pay Rate - Skylar Stoklasa - Public Works Operations Specialist - $27.78/Hr - Effective 04/23/2026

Action Items

1. Public Hearing - 2025 Sidewalk Repair Program Special Assessments

a. Resolution Adopting Final Assessment Schedule - 2025 Sidewalk Repair Program

2. Public Hearing - FY 25-26 Budget Amendment #1
    a. Resolution Approving FY 25-26 Budget Amendment #1
3. Site Plan Amendment - Caldwell Parrish Funeral Services - 2024 NW 92nd Court
4. General Obligation Corporate Purpose Bonds, Series 2026A
    a. Resolution authorizing and approving a Loan Agreement, providing for the sale and issuance of General Obligation Corporate Purpose Bonds, Series 2026A, and providing for the levy of taxes to pay the same
5. Utility Rate Adjustments - FY 26-27
    a. 3rd Consideration of Proposed Ordinance No. 1175 pertaining to Water Rates
    b. 3rd Consideration of Proposed Ordinance No. 1176 pertaining to Sewer Rates

c. 3rd Consideration of Proposed Ordinance No. 1177 pertaining to Stormwater Rates
d. Resolution Approving Revised Solid Waste Rates

6. 3rd Consideration of Proposed Ordinance 1174 Amending Provisions Of Title 10 Building Regulations
7. Alice's Road Project
    a. Alice's Road Project Update
    b. Resolution Approving Professional Services Agreement - Alice's Road Reconstruction - Phase 4-Final Design - Snyder & Asscociates - $447,500.00

Discussion

1. Encroachment Policy Discussion

Reports

Correspondence

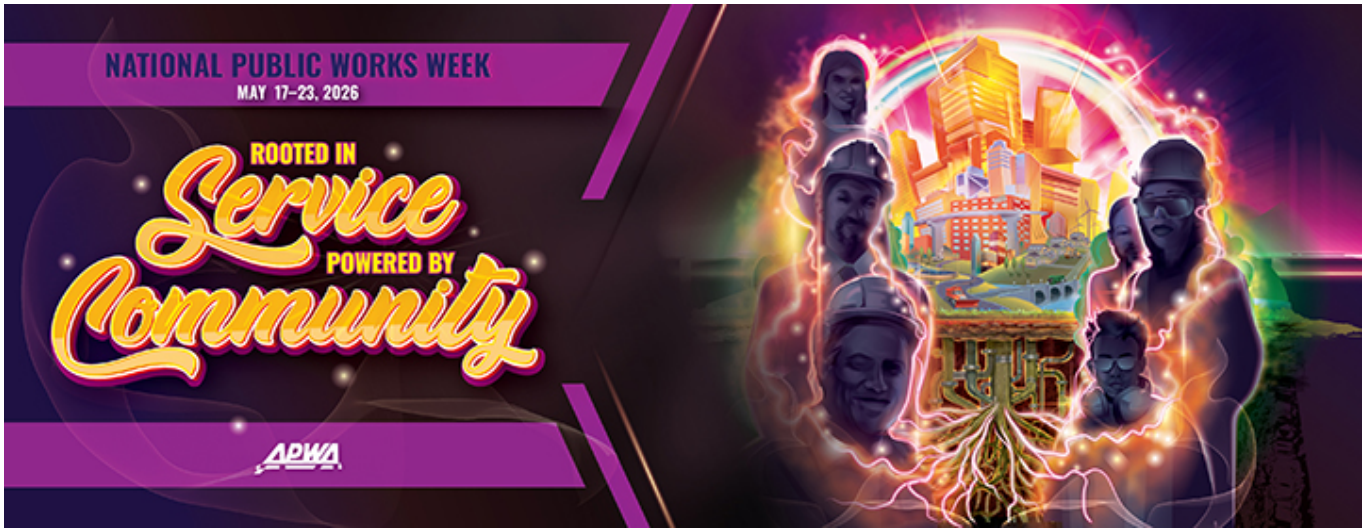
Adjournment

Memo

TO: Mayor and Council members
FROM: Jeff May, Public Works Director
DATE: April 23, 2026
RE: 2026 National Public Works Week Proclamation

SYNOPSIS:
The week of May 17th-23rd is National Public Works Week. Staff requests approval of a Proclamation recognizing National Public Works Week in Clive.

Attachments:
1. 04-23-25 - Public Works Week Proclamation



NATIONAL PUBLIC WORKS WEEK PROCLAMATION

May 17-23, 2026

"Rooted in Service, Powered by Community"

WHEREAS, public works professionals focus on infrastructure, facilities, and services that are of vital importance to sustainable and resilient communities and to the public health, quality of life, and well-being of the people of Clive, Iowa; and,

WHEREAS, these infrastructure, facilities, and services could not be provided without the dedicated efforts of public works professionals, at all levels of government and the private sector, who are responsible for maintaining, rebuilding, improving, and protecting our nation's transportation, water supply, water treatment and water resources systems, public buildings, and other structures and facilities essential for our citizens; and,

WHEREAS, it is in the public interest for the citizens, civic leaders, and children in Clive, Iowa to gain knowledge of and maintain an ongoing interest and understanding of the importance of the work performed by the public works staff in our community; and,

WHEREAS, the year 2026 marks the 66th annual National Public Works Week sponsored by the American Public Works Association.

NOW, THEREFORE, I, John Edwards, Mayor of the City of Clive, do hereby designate the week of May 17–23, 2026, as **National Public Works Week** in the City of Clive, Iowa, and I urge all citizens and civic organizations to acquaint themselves with the intricacies of the work performed and the effort required to provide quality public works services in Clive and to recognize the substantial contributions Clive's public works staff make every day to protect the health, safety, and quality of life for all.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of Clive to be affixed,

DONE at the Clive**,** Iowa this _____ day of _____ 2026.

_____

John Edwards, Mayor

Memo

TO: Mayor and Council members
FROM: Matt McQuillen, City Manager
DATE: April 23, 2026
RE: Metro Waste Authority - Annual Update

SYNOPSIS:
At the beginning of the April 23 Council meeting, Metro Waste Authority Executive Director Michael McCoy will present an annual update on MWA's activities and share figures specifically for the services in Clive. Included in the agenda packet is a copy of the presentation along with a one page handout.

Attachments:
1. 2026.CityCouncil_Clive
2. 2026 City Council Handout - Clive

Metro Waste Authority

Clive



Metro Waste Authority

OUR FACILITIES



- Metro Park East Landfill
- Metro Park West Landfill
- Metro Recycling Facility
- Metro Northwest Transfer Station
- Metro Central Transfer Station
- Metro Hazardous Waste Drop-off
- Central Office
- Metro Compost Center
- Metro Redemption Centers

Metro Waste Authority

BY THE NUMBERS

CURBSIDE SERVICES

- Garbage / Recycling / Yard Waste
- Households Served in Clive: 6,127
- Rates under consolidated collection trend lower than other program models

EDUCATION & OUTREACH

- School Field Trips and Classroom Visits in Clive: 3
- Ready, Set, Recycle Attendance by Clive: 19



Metro Waste Authority

COMMUNITY BENEFIT

CURBSIDE PROGRAM MANAGEMENT

- Taking customer calls and contract management out of City Hall
- Establishing high level or service

CUSTOMER SUPPORT

- 62,212 resident calls answered annually
- 7,865 chatbot interactions
- 9,177 cart deliveries and repairs in FY25

GRANTS

- Providing funding opportunities for sustainable initiatives
- Discounted compost for Soil Quality Restoration projects.



Metro Waste Authority

CURBSIDE

GARBAGE

- Residents in Clive disposed of 5,364 tons of garbage curbside via weekly collection and Spring Clean-up

RECYCLING

- Residents in Clive disposed of 919 tons of recycling through the Curb It! program via bi-weekly collection



Metro Waste Authority

YARD WASTE

Regional approach for yard waste disposal with a built-in solution for storm event clean-up.

COMPOST IT!

- Curbside program using bags, stickers, or carts for the collection of routine yard waste and storm debris from 15 metro communities.

GROW GOLD COMPOST

- Yard waste is ground and turned into compost, a nutrient-rich soil additive sold in bulk at our facilities or by the bag at area retailers.



Metro Waste Authority

RECYCLING

DROP-OFFS in Clive

- Cardboard: hosting 1 drop-off
- Holiday lights recycled in 2025: 634 pounds







BATTERY DROP-OFF INITIATIVE



- Clive hosts 2 battery drop-offs and residents have disposed of 944 pounds
  - Public Safety Center | Library
- 14,000 pounds collected across 30 locations since April 2025
- All battery types and small electronics accepted

Metro Waste Authority

FACILITY FIRES

Common Occurrence

- Landfills
- Transfer stations
- Recycling processing facilities

Batteries are the main cause.


October 2025:
Landfill


September 2023:
Recycling Facility

Metro Waste Authority

Metro Waste Authority

HAZARDOUS MATERIAL





Safe and Convenient Disposal of Household Hazardous Waste

- Two permanent drop-off sties in the metro plus houseside service.
- 288 residents from Clive safely disposed of waste in FY25.



Metro Waste Authority

THANK YOU

Metro Waste Authority

Clive Snapshot | 2025

mission: Provide answers for safe and smart waste disposal and recycling.

vision: No wasted resources.

YOUR COMMUNITY AT A GLANCE



944 lbs.
Batteries



634 lbs.
Holiday Lights



288 visits
Household Hazardous Waste

CURBSIDE SERVICES



6,127
Households served

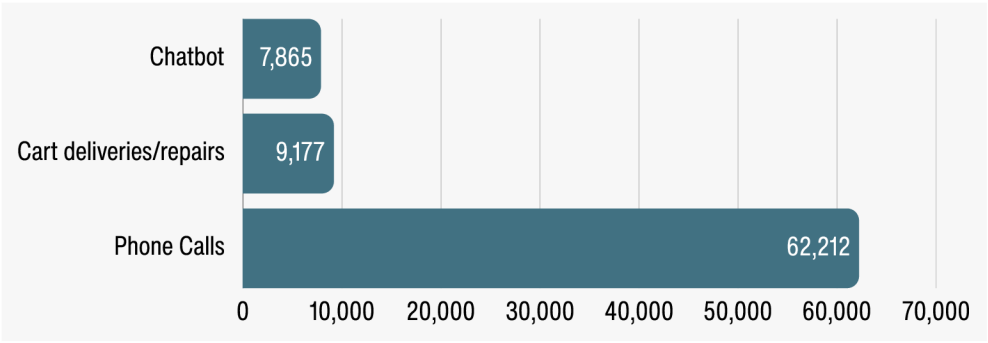


5,364
Tons of garbage



919
Tons of recycling

CUSTOMER ENGAGEMENTS



SERVICE MANAGEMENT

- Contract oversight
- Competitive rates
- Service coordination



1 Cardboard Recycling Drop-offfs

EDUCATION & OUTREACH

3 School Visits
19 Groups



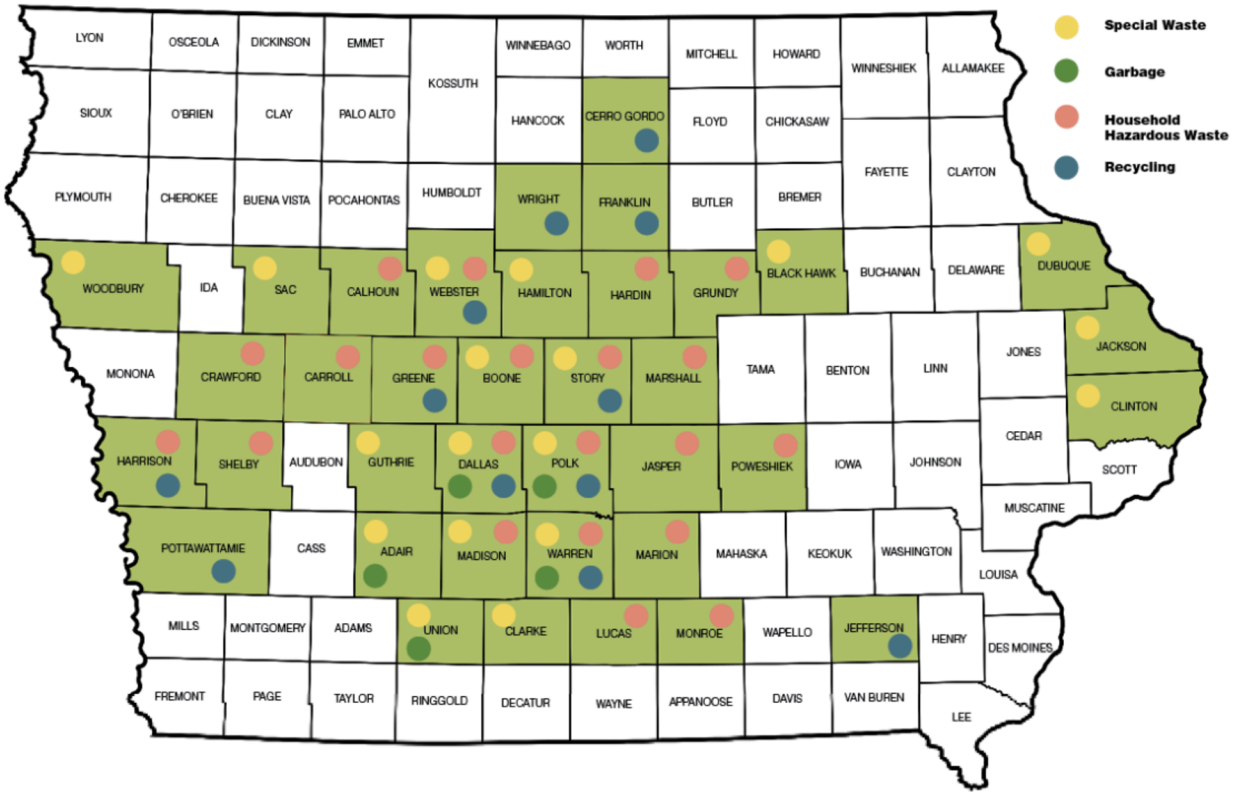
www.WhereItShouldGo.com | 515.244.0021 | ask@mwatoday.com

Metro Waste Authority

Metro Waste Authority Locations



Statewide Resource



Memo

TO: Mayor and Council members
FROM: Matt McQuillen, City Manager
DATE: April 23, 2026
RE: City Manager Memo

SYNOPSIS:
Attached please find the City Manager's Memo for the April 23, 2026 meeting of the Clive City Council.

Attachments:
1. General Info Memo 4-23-26

MEMO

To: Mayor Edwards and Clive City Council

From: City Manager Matt McQuillen

Date: April 20, 2026

Re: General Information Memo – April 23, 2026 City Council Meeting

The April 23, 2026, City Council meeting will be in-person in the Council Chambers at Clive City Hall & virtually at: https://us06web.zoom.us/j/86940489109

Consent Agenda – There are a couple items to note on the consent agenda. First, following the results of the 2025 Special Census, staff are ready to present a resolution for certifying the special census results for a new Clive population of 20,277. By approving this resolution, the certification will be sent to the Iowa Secretary of State and Iowa Treasurer for official filing of the City's population. After the certification is processed this will update the City's distribution of Iowa Road Use Tax funds based on the increased population. The City will also be sending out a press release announcing this new census population following the certification. Second, following a recent vacancy the staff would recommend approval of the wage rate for Skylar Stoklasa to join the Public Works teams as an Operations Specialist.

Proclamations/Presentations – At the beginning of the April 23 meeting we will have a proclamation for Public Works Week. Also, Metro Waste Authority Executive Director Michael McCoy will be in attendance to provide an annual update on Metro Waste's activities.

Public Hearing: Sidewalk Repair Special Assessments – A public hearing is scheduled for the April 23 meeting regarding special assessments that have been identified from the 2025 Sidewalk Repair program. As the Council will recall, staff inspect a portion of the City each year for sidewalk repair needs, combines all those repairs into a citywide repair project and then charges the property owner for the repair costs once the work is completed. The repair payments that go unpaid transition to a special assessment on the property. Included in the agenda packet are the details for the seven property owners in the Dallas County portion of Clive who have yet to pay for their sidewalk repairs. Following the public hearing staff would recommend approval of the resolution levying the special assessments.

Public Hearing: FY 25/26 Budget Amendment #1 – A public hearing is scheduled to consider the first amendment to the FY 25/26 Budget. Typically, at least once during a fiscal year staff will present a budget amendment for City Council consideration to ensure expenditure and revenue levels are updated during the fiscal year. Included in the agenda packet are the details associated with this first amendment, including updates to expenditures for capital projects and operating expenses, along with revenue updates associated with the City's bond issues. The amendment has no impact on the City's current property tax levies and ensures expenditure levels stay within state required budget programs and limits. Following the public hearing, staff would recommend approval of the budget amendment.

Site Plan Amendment: Caldwell Parrish – Located at 2024 NW 92nd Court, Caldwell Parrish Funeral Services is requesting a site plan amendment for minor site and building improvements. The changes include parking lot adjustments and a roof-mounted retort flue. The details associated with the site plan amendment are included in the agenda packet for your review. The Planning & Zoning Commission reviewed the amendment at their April 7 meeting and recommends your consideration and approval.

2026A Bond Sale – The morning of April 23 is set as the sale date of the Series 2026A General Obligation Bond to fund the 2026 capital improvement projects. Following the sale on Thursday morning, 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 our annual rating call.

Utility Rate Adjustment Ordinances and Solid Waste/Recycling Rate Adjustment - As discussed during the budget workshops in February, PFM is recommending increases in the City's utility rates to coincide with the increasing costs for the three utilities. Staff have prepared an ordinance amendment to provide for the restructuring of the water rate to a combination fixed and variable rate structure, including a flat monthly water availability rate based on meter size and a reduced variable water rate per 1,000 gallons of water used from the current $8.91/1,000 to $7.00/1,000 gallons. To allow for this rate restructuring, PFM and staff are proposing to generate the same amount of revenue from the in-house water rates as the current year. Although, PFM and staff are proposing a 2% rate increase in the water irrigation rates to provide additional revenue to support increased costs in the utility.

Beyond the water rates, a 4.5% increase in sewer rates and a 3% increase in the stormwater rate are recommended. Based on the long-term cash flows for these utilities, the increases are necessary to keep pace with the regional partnerships the City has with Central Iowa Water Works (CIWW) for purchased water, and the sewage treatment services and capital investments from the Des Moines Area Wastewater Reclamation Authority, along with the City's capital improvements for stormwater and flood mitigation. Staff would recommend approval of the 3rd and final readings of these utility rate ordinance amendments and have not received any comments or questions since the 1st and 2nd readings were approved.

Also, as discussed during the budget process staff are recommending adjusting the solid waste and recycling rates with a 2.7% increase as a passthrough of the fees charged to Clive through our Metro Waste Authority contract for these services. Staff would recommend approval of the resolution to amend the rates.

Building and Fire Code Updates – Over the past few months staff have been reviewing the latest updates to the building and fire codes with the Building Codes Appeal Board. Included in the agenda packet are the details of the proposed City Code changes developed by Building Services Administrator Ryan Mayer and Fire Marshal Blake Boyle. During the discussion on the 1st reading at the March 26 meeting a couple of questions emerged regarding roof wind loads and the potential for a roof permitting/inspection process. Ryan Mayer discussed these items during the second reading consideration at the April 9 meeting, with the Council providing direction to defer consideration of a roofing permit program to this summer's strategic planning process for prioritization. Staff would recommend City Council consideration and approval of the third and final reading of the building/fire code ordinance amendments.

Alice's Road Project Update/Phase 4 Design – During the April 23 meeting, staff and design engineer Synder & Associates will present an update on the status of the Alice's Road Reconstruction Project, including current construction status, phasing/timing, funding, landscaping and stormwater design and the latest on acquisitions needed for the Project. Following the update, staff will present a professional services agreement for the Synder team in the amount of $447,500 to progress to final/detailed design for Phase 4 of the Project (Meredith Drive to Berkshire Parkway) for bidding and construction in 2027.

Discussion: Encroachments Policy – At the January 29 City Council meeting, staff presented considerations for the drafting of an encroachments policy whereby private property owners are encroaching on city-owned property throughout the City, mainly along the Clive Greenbelt Trail and Park System. During the January 29 discussion the Council provided initial directions to staff for drafting a policy. Staff have drafted a policy for review and consideration, along with a presentation summarizing the draft policy. At the end of the April 23 meeting, Leisure Services Director Richard Brown would like to review the draft policy with the Council, along with a series of policy questions to receive additional guidance from Council before presenting a final draft of the policy for approval/adoption.

Tentative Upcoming Agenda Items

May 14

- Presentation – Greater Des Moines Partnership Investor Annual Update
- Action – 1st reading of Personal Transportation Devices Ordinance Amendment (E-bikes/scooters)
- Action – Bruce Engine Property Demolition
- Action – Greenbelt Landing Signage Package
- Action – Approve Request for Proposals (RFP) for Indian Hills Junior High Greenspace Master Plan

May 28

- Action – 2nd reading of Personal Transportation Devices Ordinance Amendment (E-bikes/scooters)

Memo

TO: Mayor and Council members
FROM: Matt McQuillen, City Manager
DATE: April 23, 2026
RE: City Manager Report - March 2026

SYNOPSIS:
Attached please find the City Manager's monthly report for March 2026.

Attachments:
1. CM Report 4-23-26

MEMO

To: Mayor Edwards and Clive City Council

From: City Manager Matt McQuillen

Date: 4/20/26

Re: City Manager's Report – March 2026

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

Consultant/Entity	Amount	Date	Services To Be Provided
All Makes	$3,004.99	3/23/26	City Hall Phase 2 Remodel – Additional furniture cabinet for workroom area to support mail machine on west wall.
Cunningham, Inc.	$324.04	3/25/26	City Hall Phase 2 CO#4 – Bathroom exhaust duct issue
Elite Glass & Metal	($384.00)	3/29/26	City Hall Phase 2 CO#2 – Deduct for Door Hardware
NAI Electrical	$3,342.00	3/29/26	City Hall Phase 2 CO #5 – Lobby Ceiling changes, utility room ceiling changes, additional data jack for workroom.
Elite Fire Sprinkler	$5,037.00	3/25/26	City Hall Phase 2 CO #2 – Modifications to sprinkler system due to lobby and utility room ceiling changes.
Keystone Construction	$10,946.36	3/25/26	City Hall Phase 2 CO #3 – Existing wall changes, additional wall cleats, added steel kickers for ceiling, lobby and utility room ceiling changes.
Keystone Construction	$2,974.40	3/27/26	GB Landing CO #9 – Adds of RTU painting on Pavilion roof, attic door and adjustments to tile layout.

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 February staff collaborated with the PFM team to finalize the 10-year financial model for the City including PFM modeling 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. The 10-year financial model was presented during the March 12 Council meeting and will be used in future financial planning discussions. With Service 1 now complete, staff have transitioned our focus to the Service 2 effort for comparison city identification. Staff will be working on feedback in April for the PFM team on their initial selection criteria.

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 scope of services and contract was approved in December for the Center for Public Safety Management (CPSM) to be the consultant for the study effort. Clive is serving as the fiscal agent for the study with the study costs being distributed based on population. Also in December, a Memorandum of Understanding (MOU) was approved by Clive, Waukee, Windsor Heights and Urbandale to memorialize the relationship between the cities for the study. In March, CPSM developed initial draft reports on the data collection phase for each Fire/EMS agency. Formal site visits are planned for the week of April 20.

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 November the Council reviewed the status of the DART and PCEMA items. In December the City Manager and Councilmember Judkins met with Doug Romig from the Housing Solutions Alliance (HSA) to better understand the potential role for cities in regional homelessness programs. HSA has decided to hold off on any city-specific funding requests until later in the year. This completes the effort for the item for this cycle.

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 March 2026 on the role of strategic planning now and going forward in the organization, including research on alternative initiatives such as Traction/EOS. In February, research and training design planning kicked off for the Middle Management Cohort and based on initial discussions could involve a supervisor onboarding/training component and a more intensive cohort training initiative for a small group of high potential staff members. More discussions will be occurring in the coming months with the Executive Team and Council Personnel Committee on this initiative. In addition, the City Manager touched base with each Councilmember on strategic planning in March.

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 November departments submitted their proposed line-item budgets in accordance with the strategic plan priorities. In early January the Council formally adopted the 2026-2030 CIP. In February the City Manager presented the proposed FY 2026-27

Operating Budget in two budget workshops with the first one focused on the Road Use Tax and Utility Funds and the second reviewing the proposed operating budget for the General and Trust & Agency Funds. In March the required Property Tax Hearing was held on March 26 with minimal comments from the community and the City Council adopted the FY 26-27 Operating Budget at your April 9 meeting following the budget public hearing. This item is now considered complete.

Management Agenda Items – High Priority

City Hall Remodel Phase 2 – In March work in the Phase 2 area transitioned to final trim and punch list items as we near substantial completion in mid-April. In addition, exterior signage with Chestnut Signs are being fabricated with installation anticipated in May. Bids were also received for resurfacing the parking lot and sidewalk reconstruction near the building, and the Council awarded the contract for this work to Grimes Asphalt & Paving during the March 12 meeting. The parking lot work will start mid-April and is anticipated to be completed in mid-late May. Following completion of the parking lot work, staff will begin to move back into the Phase 2 area from the Harbach Center.

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. Following the result of the approved WDM School's Bond Referendum in November 2025, the City will be engaging with the School on identifying a neighborhood engagement process for a master planning effort for the Indian Hills Greenspace Area. The City's funding support for such a master planning effort was included within the proposed 2026-2030 CIP. A small staff team from the School District and City had an initial meeting in early March to discuss next steps for the Indian Hills project, and Richard Brown from the City and Tim Simpkins (Director of Facilities) from the School District have drafted a scope of services/Request for Proposals (RFP) document to be presented to the Collaborations Committee in late April. Pending the Committee's feedback, the final draft RFP will be presented to both the City Council and School Board for approval in May. It is anticipated that a planning consultant would be secured by late summer.

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. All departments completed their 2025 presentations, and the Council will see new presentations in 2026.

State Agenda Advocacy and Lobbying: Property Tax and TIF Reform –The City Manager's Office is engaged in state legislative advocacy, especially in the areas of property tax and Tax Increment Financing (TIF) reform. In March, the Iowa League produced financial models to show the impacts of the primary property tax proposals from the Senate and House. Financial firm Piper Sandler developed the financial models and has also tried to adjust the models as amendments have been offered or approved (such as the large amendment to the Senate bill prior to passage in that chamber). The City Manager will continue participating in the steering committee reviewing the models and provide technical guidance/advice to Iowa League of Cities Governmental Affairs team as they engage with legislators in both chambers as we near the end of the Legislative Session.

Memo

TO: Mayor and Council members
FROM: Pete De Kock, Assistant City Manager
DATE: April 23, 2026
RE: Assistant City Manager Tech Services Report - March 2026

SYNOPSIS:
Assistant City Manager Tech Services Report - March 2026

Attachments:
1. March 2026 ACM and Tech Services Report

Assistant City Manager and Tech Services Monthly Report

Target	Milestones	Orig	Rev	Lead	Status	Notes
Major Streets and Crosswalks More Walkable: Goals, Best Practices, Report with Options, Direction, and Funding	86th: 86th and Alice Avenue and 86th and Franklin; research best practices for intersection	Dec-25		ACM	In Progress	
	86th: Complete plan and present to Council	Jan-1		ACM	In Progress	
	86th: Prepare budget request	Dec-24		ACM	Done	
	86th: SS4A grant announcement	Feb-25		ACM	Done	University planning funded 86th St. is not funded
	86th: Design improvements (in-house or contract?)	Apr-25		ACM	Not Started	
	86th: DECISION: BUDGET FY 26/27 Adoption	Jul-25		ACM	Not Started	
	86th: Start intersection improvements 7/26UNI: Re-engage WDM; ensure focus on walkability and connectivity during mall redev.	Aug-25		ACM	Ongoing	
	UNI: SS4A grant announcement	Jan-26		ACM	Done	See above
	UNI: If SS4A is successful, prepare budget request as needed	Jan-26		ACM	Done	
	UNI: If SS4A grant is successful, execute firm selection and start planning process	May-26		ACM	In Progress	MPO will manage the consultant contract for Clive and WDM
	UNI: determine interim measures to take on targeted intersections in the corridor	Jun-26		ACM	Not Started	
	GAPS: Evaluate MUTCD changes which may require that all intersections have painted crosswalks	Dec-25		ACM	Done	Appears that MUTCD requires that crosswalks be painted. Research ongoing
	GAPS: Develop budget request if needed	Jan-26		ACM	Done	
	GAPS: Conduct online community survey on sidewalk and trail connectivity gaps and other issues	Feb-26	June-26	ACM	Not Started	
	GAPS: DECISION: BUDGET FY 26/27 Adoption	Apr-26		ACM	In Progress	

Assistant City Manager and Tech Services Monthly Report

	GAPS: PW intersection safety and connectivity projects 11/26	Nov-26		ACM	Not Started	
Water Resources Master Plan Implementation	DECISION: Walnut Creek WMA Five-Year Goals Adoption 9/25	Sep-25		ACM	Done	
	Ongoing engagement with HBA and other stakeholders on updated stormwater manual; Ongoing	Ongoing		ACM	Ongoing	
	State of Clive Water Presentation 12/25	Nov-25		ACM	Done	
	In CIP process, identify/prioritize list of regional stormwater opportunities 11/25	Nov-25		ACM	Done	
	Annual PW stormwater project 11/25	Nov-25		ACM	Done	
	LAWN: Support CIWW grant applications aimed at decreasing water waste and improving irrigation 11/25	Nov-25		ACM	Done	
	LAWN: with CIWW or alone, research/recommend best practices 12/25	Dec-25	Apr-26	ACM	In-Progress	
	LAWN: PRESENTATION: Preliminary strategies for discussion/feedback State of Water 12/25	Dec-25	Mar-26	ACM	Done	
	Collaborate with willing communities to plan and implement smart irrigation practices 3/26	Mar-26	Apr-26	ACM	In Progress	
	MS4 Permit Renewal TBD	TBD		ACM	Ongoing	
	Annual Tree Sale 5/26	May-26		ACM	In Progress	
	Annual SQR Cost-Share Program 10/26	Nov-26		ACM	In Progress	
	SwAP Grant Program Ongoing	Ongoing		ACM	Ongoin	
University Avenue Corridor Redevelopment: Outcomes/Vision, Problem Areas, Options, Direction, and Actions	Re-engage WDM economic development staff on interest in aspects of the corridor plan 11/25	Nov-25		ACM	Done	
	Engages corridor property owners and businesses to	Apr-26		ACM	Not Started	

	understand opportunities/needs 2/26					
	REPORT: Staff summary on corridor property owner engagement 5/26	May-26	Jul-26	ACM	Not Started	
	If SS4A grant is successful, select consulting partner and start creating corridor safety plan 6/26	Jun-26		ACM	In Progress	
	Participate in WDM-led community engagement on Valley West Mall redevelopment TBD	TBD		ACM	Not Started	
Economic Development through the Greater Dallas County Development Alliance	Finalize agreement document and KPIs 9/25	Spe-25		ACM	Done	
	DECISION: Alliance Agreement and begin attending regular meetings 10/25	Oct-25		ACM	Done	
	Alliance and Clive staff “onboarding” and knowledge sharing 12/25	Dec-25		ACM	Done	
	Alliance engagement and relationship building with targeted property owners 1/26	Jan-26		ACM	Ongoing	
	Business visits with Partnership and City staff participation 2/26	Feb-26		ACM	Ongoing	
	PRESENTATION: Prioritized Opportunities and Strategies Report and review of year one activities 6/26	Jul-26		ACM	Not Started	
AI Strategy/Capacity Building: Direction and Funding	Complete Intensive AI Training	Nov-25		ACM	Done	
	Survey staff on their current AI use/operations	Jan-26	Apr-26	ACM	In Progress	
	Identify/Create Clive AI Staff Team	Jan-26	May-26	ACM	In Progress	
	Complete Clive AI use guidelines	Jan-26	Feb-26	ACM	Done	
	Deploy Grammarly enterprise license to targeted staff; building “Clive Voice” Prioritize "rusty nail" projects	Apr-26		ACM	Ongoing	
	Prepare budget proposal	Feb-26		ACM	Done	

Assistant City Manager and Tech Services Monthly Report

	Research AI project management tools, including within tools we already have	Apr-26		ACM	In Progress	
	Research Aviglion	Apr-26		ACM	Not Started	
	DECISION: Budget FY 26-27 Adoption	Apr-26		ACM	Not Started	
	Execute work on prioritized "rusty nail" projects	Ongoing		ACM	Ongoing	
Clive Community Survey		Jul-26		ACM	In Progress	
City-State Legislative Agenda 2025: Approval		Dec-25		ACM	Done	
Annual Community Engagement Plan		Jan-26		ACM	Done	
City-Federal Legislative Agenda 2025: Approval		May-26		ACM	In Progress	
Clive's Various e-Newsletters Standardization and Monthly Newsletter		May-26		ACM	In Progress	
Greenbelt Trail Education Campaign: Safety and Etiquette		Apr-26		ACM	Ongoing	
Greenbelt Landing Individual Donor (Goal: $100,000)		Dec-26		ACM	Ongoing	

Monthly Highlights

- Engagement with state legislators on multiple topics, including SUDAS, property taxes, and stormwater management
- WDMCS-Clive kickoff discussion on Indian Hills Jr High green space redevelopment 3/2
- Iowa League of Cities Local Leaders Day ¾
- Clive Chamber of Commerce Annual Celebration dinner ¾
- Water demand side management seminar through University of Wisconsin, throughout the month
- MILAG dinner; topic was CIWW and water demand, 3/11
- CIWW Best Practices Committee meeting 3/17
- Clive SOTC address; 324
- Back to School Bash kickoff meeting with WDMCS leaders, 3/25
- GDCDA Board of Directors meeting, 3/26
- Clive proposed property tax special meeting 3/26

Assistant City Manager and Tech Services Monthly Report

Technology Services Report – March 2026

Dennis Harken, TS/IT Manager, has prepared the following report detailing the activities of the Technology Services (TS) staff for **March 2026.**

2025-2026 Approved Strategic Goals Status

Project	Status	Notes	Due	Completed
MIP–Computer Replacements for Public Works & Admin Services	In Progress	Admin Services Completed Jan 2026. Only 2 PW staff remaining.	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	In Progress	**CISA contacted.**	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	**Water Towers are complete**.	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: **2.97%**

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	4 additional lines cancelled in Feb 2026	Ongoing	
Assist Public Works with Citizen Serve project	Done	**COMPLETED**	Oct 2025	**Jan 2026**
Security Cameras for Public Works facility	Done	Some cameras are configured and ready.	Nov 2025	**Mar 2026**
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
EAMS (Lucity) server upgrades	In Progress	An upgrade to the Lucity system is needed to troubleshoot issues with new iPads	Jan 2026	
Relocation of rack equipment	Done	Relocation of some networking equipment is needed for City Hall Phase 2 data cabling	Feb 2026	**Feb 2026**
Implementation of secured copier printing	Done	PaperCut will be implemented to secure printing and eliminate local printers	Mar 2026	**Mar 2026**
Implementation of new managed print service	Done	Managed Print Service moving to new vendor	Apr 2026	**Mar 2026**
Relocating City Hall staff back to City Hall	In Progress	Admin Services and CommDev staff returning to City Hall	May 2026	
Implementation of tech for Phase 2 of City Hall	In Progress	Includes conference room AV, wifi, new copier, new shared printers, room schedulers, security camera TV, etc	May 2026	
Replacement of Library firewall	In Progress	Current firewall is end-of-service	Apr 2026	
Replacement of traffic network switch	Done	This if the first switch of a larger planned replacement of all traffic network switches	Mar 2026	**Mar 2026**
Test Greenbelt Landing Special Events network connections	In Progress	New fiber connection is currently in the works.	TBD	
Tech set up at Aquatics Center	Not Started	Set up for the new season	Apr 2026	
Census Office take down	Done	Laptops, phones, printing, etc for census worker space to be removed	Feb 2026	**Feb 2026**

Conferences, Training, Meetings, & Other

- None for March

Memo

TO: Mayor and Council members
FROM: Elizabeth Hansen, Director of Administrative Services
DATE: April 23, 2026
RE: Administrative Services Monthly Report - March 2026

SYNOPSIS:
Attached please find the monthly report and supplemental materials.

Attachments:
1. 3-Monthly Report MAR 2026
2. March 26 Admin Report Materials

MEMO

To: Mayor Edwards and Council Members

From: Elizabeth Hansen, Director of Administrative Services

Date: April 13, 2026

Re: Monthly Report – March 2026

Administrator Services Department

General Administration/Finance:

Utility Billing/Xpress Bill Pay (XBP):

A. To date, 7,235 customers have set up online accounts on the Xpress Bill Pay system. Of those customers, 3,142 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. 351 utility bill reminders were sent, and 28 customers were scheduled to be shut off this month.
C. 45 work orders were processed – 13 were for new construction so 32 were for other work.
D. 80 warning tags were delivered/service shut-offs for non-payment.

Permits/Licenses Purchased:

Permit/License	Quantity	Amount
Mobile Food Vendors	0	
Noise Permits	1	
Solicitor Permits	0	
Open Records Requests	9	
Pet Licenses	136	$2,383.00
Parking Tickets	22	$560.00
Yard Waste Stickers	68	$8,978.00
Miscellaneous Waste Stickers	187	$628.50

Income Offset Program (IOP) – We received $8,145.16 from the State of Iowa for IOP and from MCOA in March.

Human Resources:

During March, the NeoGov Insight/OHC system was used for advertising Seasonal Aquatics, Parks and Recreation, and Public Works positions, FT Public Works Operations Specialist, FT Public Works Director, and PT Fire positions (ongoing). Below are the hiring and promotions for calendar years 2017 to the present:

A. Hires -

	2026	2025	2024	2023	2022	2021	2020
Full Time	5	9	14	22	14	15	16
Part-Time	2	6	10	7	22	10	1
Seasonal	0	154	159	159	132	130	73
Promotional	1	9	9	15	7	8	7

C. Separations –

	As of July 1, 2025 – June 30, 2026
Fire	6 PT - Other employment, 1 PT – Retirement, 1 FT – Other employment
Police	1 FT
Public Works	3 FT - Other employment, 1 Seasonal
Library	2 PT – Other employment
Parks	1 FT – Other employment, 2 Seasonal
Recreation	131 Aquatic, 5 Recreation Seasonal
Administration	1 FT – Retirement
Comm Development	1 Intern, 1 FT – Retirement, 1 FT – Other employment

D. Staff Events:

3 - HR Hours – Employee Communication – 3/6/26, 3/13/26, 3/20/26

2 – Employee Committee Meetings – Employee Communication & Engagement – 3/10/26

1 – Paperwork Party – Seasonal Onboarding – 3/18/26

1 – Supervisory Training – Employee Development – 3/25/26

1 – PW Employee Appreciation Event – 3/24/26

Departmental Projects – Strategic Planning: Carry over items from FY25 to FY26
Not Started ***In Progress*** ***Completed***

City Clerk Division

2025 Partial Special Census – Final Results - The U.S. Census Bureau has completed the City's 2025 partial special census and issued official results. The special census area population was determined to be 7,022 with 2,933 housing units as of October 1, 2025, and these figures constitute official census statistics under federal law. Based on these results, staff have calculated Clive's updated total population at approximately 20,277, exceeding initial estimates and reflecting an increase of 1,676 residents captured through the special census effort.

The Census Bureau will provide a final accounting of project costs within approximately 120 days, at which time the City's advance payment will be reconciled. Staff are coordinating internally on communication of the results to the City Council and the public. Because this was a partial special census, the Census Bureau will not update Clive's official total population on its primary published datasets (e.g., decennial census totals). Instead, the updated citywide population is derived by combining the special census results with the 2020 Census baseline. However, these special census figures are still considered official under federal law and will be used by applicable state

and federal agencies for funding and administrative purposes, including Road Use Tax distributions.

2025 City/School Election – The 2025 City/School Election held on November 4, 2025, resulted in the re-election of Mayor Edwards, Councilmember Klein, and the election of Councilmember Gasparotto.

2025 State Senate Special Election – On December 30, 2025, voters in Iowa Senate District 16, which includes portions of West Des Moines, Clive, and Windsor Heights, elected Renee Hardman in a special election to fill the seat vacated by the October 2025 death of State Senator Claire Celsi.

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). 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 present the Title 8 changes to the City Council in June.

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 2 with Eide Bailly. The audit has been completed and will be presented to City Council during the November 13th council meeting.

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 presented the 2026-2030 CIP to the City Council in November. The public hearing and the meeting for Council to consider approval is on January 8, 2026.

2025B/2026A Bond Sales: Completion (Including Bond Rating) – Staff is working with PFM and Dorsey & Whitney for the sale of bonds to fund the capital improvement projects for the 2025/26 construction season. The process for issuing the 2026A bond is underway with a bond rating call with S&P in late March. The bond sale will be in April, and the proceeds will be received in May.

Bill Payment Vendor Transition (ZIFT) – The purchase of the cash receipting module, community portal, and ZIFT software has been completed. 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. As part of the transition to Zift will be the development of online payment forms through the Community Portal. This work has already begun and is in the process of transition of utility billing customers.

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 second Budget Workshop is scheduled to occur in late February 2026.

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 completed the market analysis and the employee survey results. Final reports were provided in early December. Employee Personnel Committee and Employees Benefit & Wellness Committee meetings took place in December. Hansen and McQuillen conducted a road show of four department meetings: sharing the results of the surveys, City Manager recommendations and next steps to the employees in February. A proposal to adjust the wages will be requested and presented to the City Council in February and other benefit reviews will be conducted.

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. With the help of our Communications Specialist, Department Directors created 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.

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. A follow up training is also conducted to inform employees in July.

Public Works Leadership Transition –

A. ***Engineering Administrator –*** With the help of the Public Works Director, Human Resources completed the process of recruiting our next Engineering Administrator. The promotion was approved on November 13; therefore, HR began recruiting a Civil Engineer. The goal is to have a new Civil Engineer in April 2026.
B. ***Public Works Director –*** We have posted the Public Works Director position at multiple external locations, which includes a new attractive recruitment video ad position profile. Applications are due March 20, 2026. We would like a new Public Works Director overlapping a bit with Jeff in July 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 after we move back to City Hall.

Council Year to Date Report
EXPENDITURES

FUND	FY 2024-25 ACTUAL	FY 2025-26 BUDGET	CURRENT YTD	CURRENT YTD UNEXPENDED	BUDGET % EXPENDED
GENERAL	**14,903,689**	**25,307,359**	**16,982,618**	**8,324,741**	**67.11%**
POLICE DEPARTMENT	2,843,771	4,551,522	3,358,401	1,193,121	73.79%
FIRE PROTECTION	1,455,512	2,540,931	1,553,509	987,422	61.14%
RESCUE DEPARTMENT	1,427,123	2,311,616	1,677,492	634,124	72.57%
DISASTER CONTROL DEPARTMENT	5,549	14,015	8,308	5,707	59.28%
ANIMAL CONTROL	17,415	20,000	17,415	2,585	87.08%
PUBLIC WORKS ADMINISTRATION	372,828	628,615	445,336	183,279	70.84%
STREET LIGHTING	120,243	224,000	153,168	70,832	68.38%
TRAFFIC SAFETY DEPARTMENT	109,148	259,263	120,440	138,823	46.45%
ENGINEERING	598,068	960,534	699,231	261,303	72.80%
SOLID WASTE COLLECT & DISPOSAL	811,212	1,227,000	912,526	314,474	74.37%
MOSQUITO CONTROL DEPARTMENT	5,299	14,330	5,299	9,031	36.98%
WELLNESS PROGRAM	6,894	16,000	6,894	9,106	43.09%
LIBRARY SERVICES	622,902	1,082,705	758,674	324,031	70.07%
MUSEUMS & CENTERS	424,040	625,000	432,132	192,868	69.14%
PARKS & PLAYGROUNDS	1,081,404	1,764,035	1,227,999	536,036	69.61%
RECREATION	573,840	887,309	657,950	229,359	74.15%
RECREATION	102,374	251,049	127,027	124,022	50.60%
PUBLIC ART PROGRAM	937	10,500	1,363	9,137	12.98%
SWIMMING POOLS	576,285	845,079	600,165	244,914	71.02%
BUILDING & HOUSING SAFETY	220,696	354,076	262,987	91,089	74.27%
PLANNING & ZONING	390,794	558,769	446,901	111,868	79.98%
CODE ENFORCEMENT	69,389	109,457	80,911	28,546	73.92%
LEGISLATIVE (COUNCIL & MAYOR)	34,674	90,996	39,725	51,271	43.66%
EXEC. & ADM. (MGR, ASST MGR)	382,656	598,323	448,678	149,645	74.99%
HUMAN RESOURCES	173,118	305,610	197,718	107,892	64.70%
FINANCIAL ADMINISTRATION	1,384,601	3,387,475	1,475,492	1,911,983	43.56%
ELECTIONS	6,519	8,000	6,519	1,481	81.48%
LEGAL SERVICES	89,864	70,000	101,714	(31,714)	145.31%
CITY HALL	249,662	487,760	289,351	198,409	59.32%
MISCELLANEOUS UNALLOCATED	58,538	51,250	59,068	(7,818)	115.25%
IT	688,334	1,052,140	810,225	241,915	77.01%
PERS SERV. (CIVIL SERVICE)	-	-	-	-	0.00%
ROADWAY MAINTENANCE	**1,271,937**	**3,081,808**	**1,440,777**	**1,641,031**	**46.75%**
LOCAL OPTIONS SALES TAX	**1,718,170**	**4,105,043**	**1,718,170**	**2,386,873**	**41.86%**
WATER	**5,561,211**	**6,547,552**	**5,939,492**	**608,060**	**90.71%**
SANITARY SEWERS	**3,098,512**	**4,091,702**	**3,522,046**	**569,656**	**86.08%**
STORM SEWERS	**362,453**	**1,857,598**	**423,793**	**1,433,805**	**22.81%**
INTERNAL SERVICE- Cap Equip	**1,323,003**	**2,619,382**	**1,381,694**	**1,237,688**	**52.75%**
TOTAL*	**28,238,975**	**47,610,444**	**31,408,590**	**16,201,854**	**65.97%**

REVENUES

FUND	FY 2024 ACTUAL	FY 2024-25 BUDGET	CURRENT YTD	CURRENT YTD UNCOLLECTED	BUDGET % COLLECTED
GENERAL	**13,213,688**	**24,059,646**	**14,654,522**	**9,405,125**	**60.91%**
NON-PROGRAM GENERAL REVENUE	10,834,607	20,205,302	11,493,431	8,711,871	56.88%
POLICE DEPARTMENT	30,645	73,000	35,450	37,550	48.56%
FIRE PROTECTION	5,538	9,500	5,538	3,962	58.29%
RESCUE DEPARTMENT	700,557	700,500	886,680	(186,180)	126.58%
ANIMAL CONTROL	7,787	18,000	12,661	5,339	70.34%
ROADWAY MAINTENANCE	11,000	31,000	16,136	14,864	52.05%
SOLID WASTE COLLECT & DISPOSAL	734,371	1,269,600	952,850	316,750	75.05%
LIBRARY SERVICES	33,187	40,984	34,089	6,895	83.18%
PARKS & PLAYGROUNDS	13,182	42,000	15,433	26,567	36.74%
RECREATION	293,292	460,650	416,790	43,860	90.48%
PUBLIC ART PROGRAM	-	-	-	-	0.00%
SWIMMING POOLS	297,169	734,610	499,929	234,681	68.05%
BUILDING & HOUSING SAFETY	85,375	94,500	97,355	(2,855)	103.02%
PLANNING & ZONING	166,979	380,000	188,181	191,819	49.52%
ROADWAY MAINTENANCE	**1,555,864**	**3,041,178**	**1,901,363**	**1,139,815**	**62.52%**
LOCAL OPTIONS SALES TAX	**2,601,866**	**4,480,000**	**3,213,343**	**1,266,657**	**71.73%**
WATER	**4,209,442**	**6,894,785**	**5,037,468**	**1,857,317**	**73.06%**
SANITARY SEWERS	**2,512,966**	**4,046,152**	**3,297,961**	**748,191**	**81.51%**
STORM SEWERS	**1,133,276**	**1,877,838**	**1,454,099**	**423,739**	**77.43%**
INTERNAL SERVICE- Cap Equip	**2,100,248**	**2,556,104**	**2,110,514**	**445,590**	**82.57%**
TOTAL*	**27,327,350.16**	**46,955,703.47**	**31,669,270.57**	**15,286,432.90**	**67.44%**

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

Cash and Interest Breakdown

Mar-26	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	$ 74,656,901.38	$ 20,000.00	$ 74,468.92	$ 11,068.62	$ 500,000.00	$ 483,708.51
Revenues							
Interest	$ 663.56	$ 217,523.18	$ -	$ -	$ -	$ -	$ -
Revenue	$ 5,531,452.01	$ 1,618,046.53	$ -	$ -	$357,218.39	$ -	$ -
Adjustments	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Rev Sub Totals	$ 5,532,115.57	$ 1,835,569.71	$ -	$ -	$ 357,218.39	$ -	$ -
Expenditures							
Expenses	$ 5,532,115.57	$ 2,722,506.45	$ -	$ -	$0.00	$ -	$ -
Adjustments	$ -	$ -	$ -	$ -			
Exp Sub Totals	$ 5,532,115.57	$ 2,722,506.45	$ -	$ -	$0.00	$ -	$ -
Statement End Balance	$ 250,000.00	$ 73,769,964.64	$ 20,000.00	$ 74,468.92	$ 368,287.01	$ 500,000.00	$ 483,708.51
Adjustments							
Outstanding Sweep	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Adj Totals	**$ 250,000.00**	**$ 73,769,964.64**	**$ 20,000.00**	**$ 74,468.92**	**$ 368,287.01**	**$ 500,000.00**	**$ 483,708.51**

Interest Worksheet Report

March 31, 2026

	LSB Operating	LSB Operating ICS	Other	LSB Flex	Total
Interest Received	$ 663.56	$ 217,523.18	$ -	$ -	$ 218,186.74

Interest Spread	GL Acct / Fund #	GL Acct/ Fund Bal	% of Total Balance	Interest Deposited		
Flex Funding (EBS)	173		100.00%	$ -		
				$ 218,186.74		
General Fund	001-4000-4-4300	8,729,927.86	15.09%	32,916.06	1501	001
Debt Service	200-4710-4-4300	2,241,544.74	3.87%	8,451.71	160	200
Water Fund (Utl)	600-4810-3-4300	8,817,089.55	15.24%	33,244.70	1581	600
Sewer Fund (Utl)	610-4815-3-4300	7,093,541.37	12.26%	26,746.09	1582	610
Storm Water Fund (Utl)	740-4865-3-4300	1,242,945.97	2.15%	4,686.51	1583	740
Capital Project Funding			0.00%	-		
TIF - start in Jan 2017	123-4520-4-4300	1,674,286.82	2.89%	6,312.87	1530	123
University Flood Prone	342-4750-3-4300	2,024,073.74	3.50%	7,631.74	1584	342
City Facility Improv	350-4750-3-4300	1,158,066.04	2.00%	4,366.47	1504	350
2025 FIRE ENGINE	354-4750-3-4300	874,273.82	1.51%	3,296.44	1537	354
Greenbelt Landing	374-4750-3-4300	522,371.23	0.90%	1,969.59	1533	374
Linnan Park	387-4750-3-4300	2,486,349.11	4.30%	9,374.74	1534	387
NN PHASE III TRL	389-4750-3-4300	7,872,216.03	13.60%	29,682.07	1535	389
Storm Water	427-4750-3-4300	618,721.06	1.07%	2,332.88	1524	427
Sewer Cap	433-4750-3-4300	357,094.50	0.62%	1,346.42	1511	433
Water Cap	435-4750-3-4300	546,186.17	0.94%	2,059.39	1525	435
Alice's Road Ph1 (1A)	441-4750-4-4300	6,715,613.79	11.61%	25,321.12	1585	441
Alice's Road Ph3	442-4750-4-4300	1,354,433.88	2.34%	5,106.87	1586	442
Alice's Rd Improv	464-4750-3-4300	3,538,290.61	6.11%	13,341.07	1514	464
Franchise	476-4750-3-4300	-	0.00%	-	1526	476
Totals		57,867,026.29	100.00%	218,186.74		

RECONCILIATION OF UTILITY BILLINGS, COLLECTIONS, AND DELINQUENCIES

FY25/26 **Month of: MARCH 2026**

Aged trial balance- Report Date:	2/28/2026		$ 904,821.85
BILLINGS			
Billings for the month of:	FEBRUARY	$ 955,585.66	
Billings for the month of:	MARCH	$ 889,178.34	
Total billings for the months of February and March, 2026 (includes penalties and finals)			$ 1,844,764.00
TOTAL BILLINGS			$ 2,749,585.85
LESS COLLECTIONS			
Revenues collected for the month of: (Includes final bill payments, County Treasurer payments, etc.)	MARCH	$955,819.09	
Council Write-Offs		$0.00	
City Accounts- write-off/adjustments		$0.00	
Deposit amounts applied		$1,168.05	
Payment adjustments		$0.00	
TOTAL COLLECTIONS			$ 956,987.14
SUB TOTAL			$ 1,792,598.71
Aging report balance for:	3/31/2026		$ 839,065.28
Aging report 03/31/2026 for accounts 30 days or more past due			$ 98,404.95

Memo

TO: Mayor and Council members
FROM: Doug Ollendike, Community Development Director
DATE: April 23, 2026
RE: Community Development Monthly Report - March 2026

SYNOPSIS:

Residential Development and Single-Family Construction

3 new single-family homes were permitted in March 2026 with a valuation of $1,817,783. A total of 31 permits were issued which included new construction, remodels, additions, fences, decks, sheds, etc.

Emerald Isle Townhomes, 15595 Emerald Isle Drive, the south row of 6 townhomes are completed, but no final inspection has been conducted. The second row on the north side is in the finishing stages of completion.

Commercial Development, Construction and Remodels

Vision Electric, 2163 NW 111th Street, is waiting for final inspection.

McCoy Apartments, 11040 Hickman Road, interior work completed. The handicap parking has yet to be completed.

Greenbelt Landing, 1801 NW 114th Street, is a work in progress.

Starbucks, 15935 Hickman Road, the building permit is closed due to no activity. Staff is working with owner to have property cleaned up and building secured. The past two weeks a landscaper has been working on getting the site issues addressed.

Genesis Health, 10930 Hickman Road, remodel work still in progress. Replacement trees have been installed throughout the site. Additional site landscaping and restoration is planned for spring. Gensis has submitted a new Site Plan Amendment to request modification to the brick color of the building that staff anticipates will be considered in May.

Weissenburger Investments, 16400 Sheridan Road, the addition has been final inspected and the remaining items left are landscaping.

Mister Car Wash, 8727 University Ave, staff working with owner to satisfy the floodproofing certificate requirements.

City Hall, 1900 NW 114th Street, punch list items are being addressed on the interior. Final inspection has passed. Landscape plan design is in progress.

Pure Wellness Remodel, 1250 NW 128th Street Ste 120, waiting for final inspection.

Dehner Distillery, 1480 NW 86th St, has received site plan approval. Council has approved the Urban Renewal Plan Amendment and Development Agreement. Staff is awaiting receipt of construction drawings related to the streetlight installations. A public hearing will be scheduled in the future to consider the easement for the trail connection and a small portion of private storm sewer within city property.

9289 Swanson BLVD, Lane's Fast Lube, Inc., a new automotive repair tenant has plans to conduct a small remodel to the interior. Permits have been issued.

9900 Swanson BLVD, Fly Dance Fitness, has been issued a building permit to complete a tenant finish within this building.

8421 University BLVD, Saigon Day has been issued building and trade permits to complete a tenant finish for a small cafe/bakery shop.

1370 NW 114th Street has been issued a building permit and trade permits for an interior remodel.

2024 NW 92nd Ct., Parrish Funeral Services, has been issued a building and trade permits for a tenant finish throughout the building. A site plan amendment request for exterior site modifications, including a flue on the rooftop, is anticipated to be considered in April.

12129 University Ave., Urology Center of Iowa has been issued a remodel permit for the 2nd story. Framing and rough in inspections have been completed.

9900 University Ave., Slick City has been issued building permits and trade permits for a full interior remodel.

Clive Wellness Campus Building 6, 1457 NW 128th Street, has submitted a site plan application for review. Staff is working with the applicant to amend the supplemental declaration of covenants and determining whether an amendment to the development agreement with the City is required to support the project.

Ivory Lotus Therapy, 16360 Sheridan Avenue, has submitted a site plan application for review. Staff is working with the applicant to address review comments.

Zoning Compliance Certifications Issued
No zoning compliance certificates were requested in March.

Planning Updates
The 86th Street Neighborhoods Plan was approved by Council on September 9, 2022. Staff are working on implementation. Planning staff efforts over the past six months has focused on research and development of a housing improvement program.

Staff presented additional information and ideas to Planning and Zoning Commission regarding updates to Landscaping and Open Space requirements. Planning and Zoning were supportive of staff's proposed direction and staff is preparing more formal recommendations for consideration.

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

Code Enforcement
26 new violation cases were opened, 8 through proactive enforcement and 18 through complaints. Staff completed 13 follow-up inspections and 16 GP#2 erosion control inspections for a total of 55 inspections. Last month's voluntary compliance rate was 100%. 14 illegal signs were removed from City right-of-way.

NEW VIOLATIONS CASE BREAKDOWN		
CODE SECTION	GENERAL EXPLANATION OF CODE SECTION	CASES
5-6-2(1)(K)	JUNK	2
5-6-2(1(M))	VERMIN HARBORAGE	1
5-6-4	HOUSEHOLD GOODS AND MACHINERY	1
5-6-5	CONSTRUCTION EQUIPMENT AND MATERIALS	1
5-6-7	NUISANCE PROHIBITED	1
6-4-2	PARKING FOR CERTAIN PURPOSES ILLEGAL — PARKING IN GRASS	2
7-1-8	DEBRIS DEPOSITS PROHIBITED	2
7-1-15	MAINTENANCE OF PARKING OR TERRACE	1
8-5-4	HEALTH AND FIRE HAZARD	1
8-5-6	YARD WASTE	2
10-11-1	EROSION CONTROL	4
10-12-8(1)	RENTAL REGISTRATION	1
11-12-20(2)	COMMERCIAL TEMPORARY SIGNS	3
11-12-22	SIGNS ON PUBLIC PROPERTY	3
11-12-23	SIGN PERMIT REQUIRED	3
GP#2	PUBLIC PROJECTS	6
INSPECTIONS		
	PRIVATE PROJECTS	10

Attachments:
None

Memo

TO: Mayor and Council members
FROM: Clay Garcia, Fire Chief
DATE: April 23, 2026
RE: Fire Department Monthly Report - March 2026

SYNOPSIS:
Fire Department — March City Council Report

Attachments:
1. 4 - March City 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

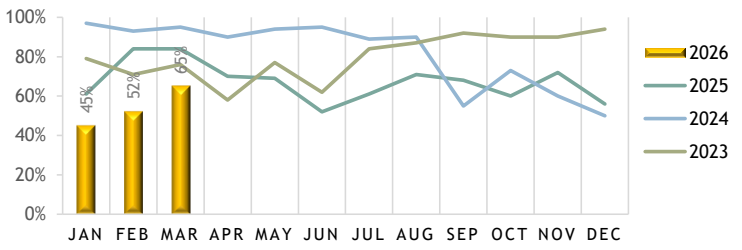
DATE: 4/6/2026

RE: March 2026 Monthly Report

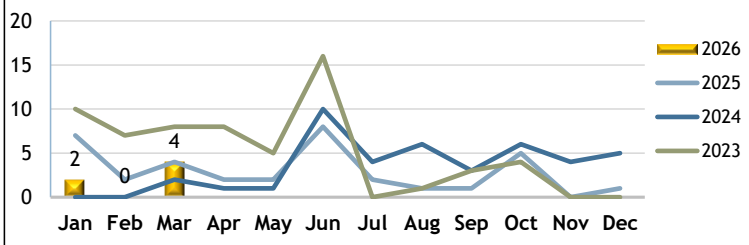
Top Priority	Milestones	Status
Fire-EMS Collaboration with Multi-Communities Study: Completion, Reporting and Direction (including Concept of Fire District)	Initiate Multi-Community Study	In Progress
	Complete Multi-Community Study	In Progress
	Analyze study with participating agencies	Not Started
	Present 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	In Progress
	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
March 2026

100% Staffing of On-Duty Shifts



Mandatory Overtime Shifts

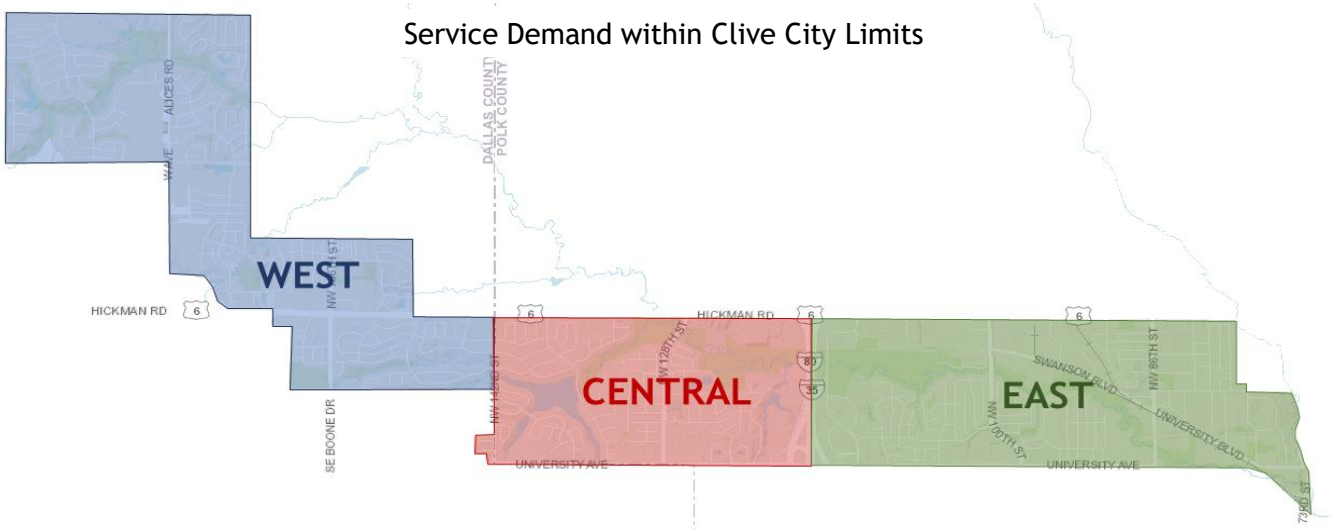


Citizen Satisfaction for Safety in Clive Above Customized and National Benchmarks

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	21	13.5%
Fire	13	8.4%
Total	34	21.9%

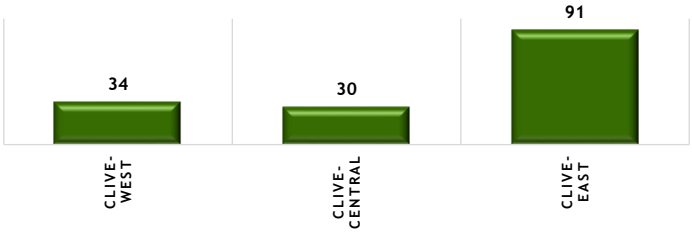
CENTRAL		
EMS	20	12.9%
Fire	10	6.5%
Total	30	19.4%

EAST		
EMS	59	38.1%
Fire	32	20.6%
Total	91	58.7%

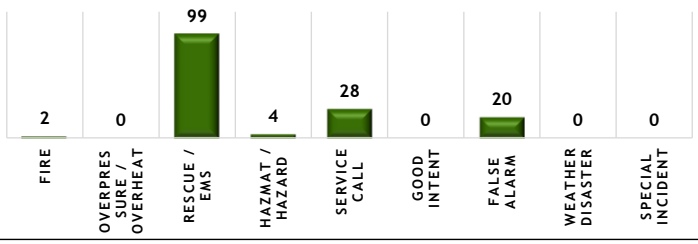
Clive Fire Department
Service Demand
March 2026

City of Clive

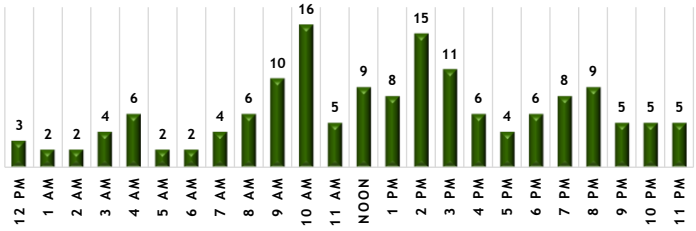
SERVICE DEMAND BY RESPONSE AREA



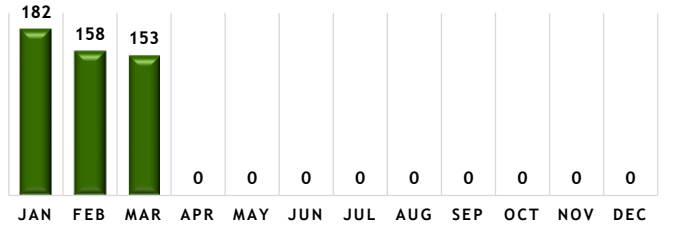
SERVICE DEMAND BY NFIRS CATEGORY



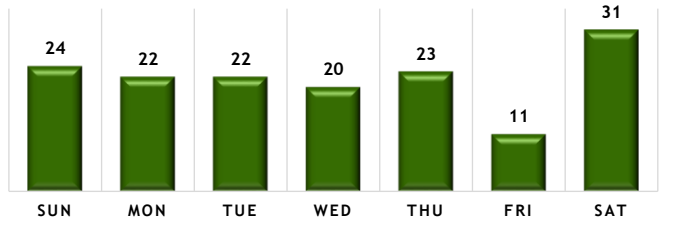
SERVICE DEMAND BY HOUR OF THE DAY



SERVICE DEMAND BY MONTH OF THE YEAR

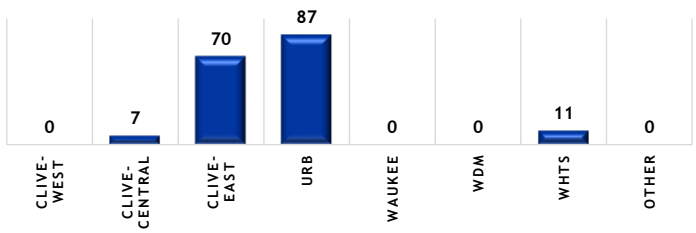


SERVICE DEMAND BY DAY OF THE WEEK

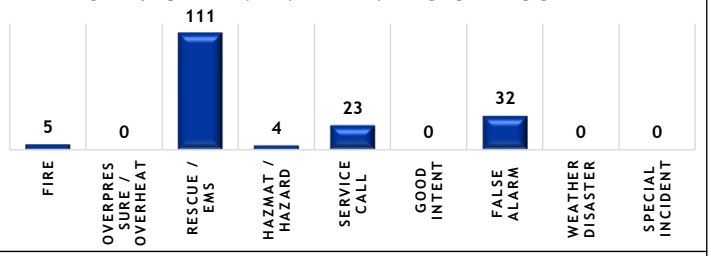


Station 32

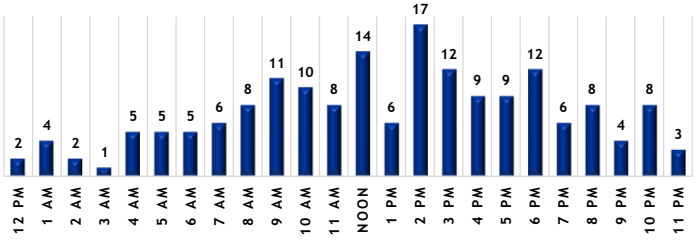
SERVICE DEMAND BY RESPONSE AREA



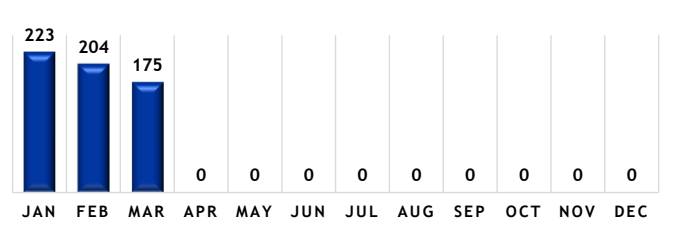
SERVICE DEMAND BY NFIRS CATEGORY



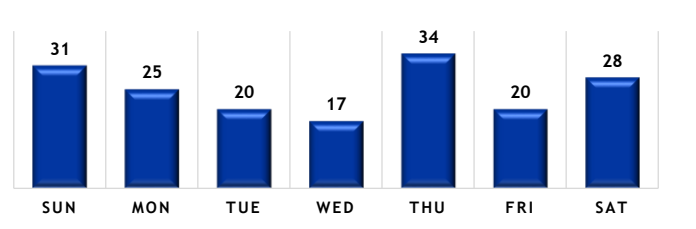
SERVICE DEMAND BY HOUR OF THE DAY



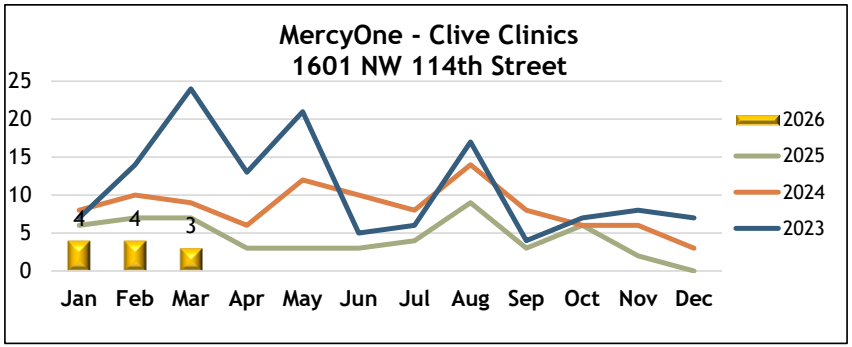
SERVICE DEMAND BY MONTH OF THE YEAR

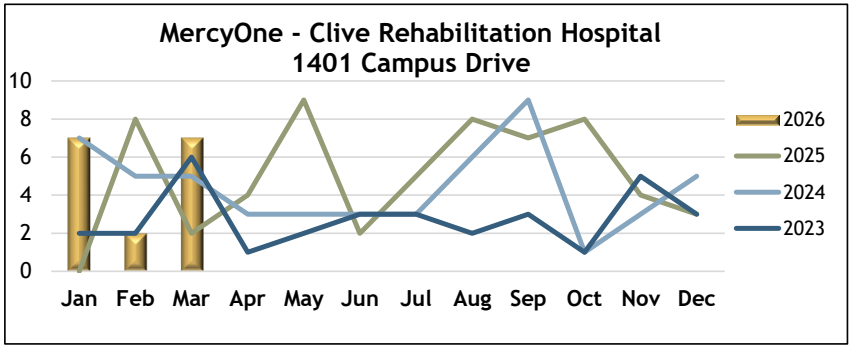


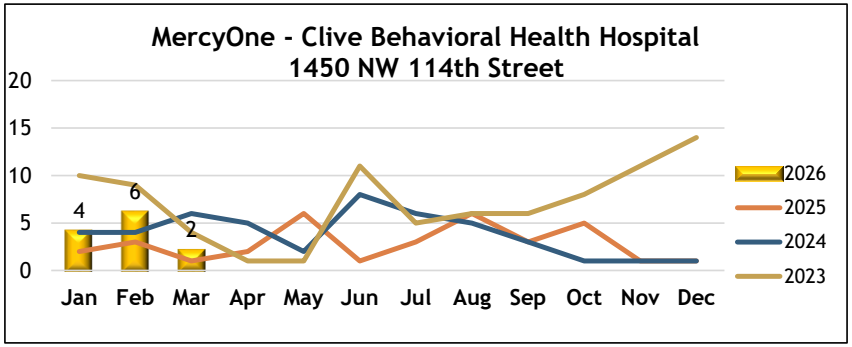
SERVICE DEMAND BY DAY OF THE WEEK

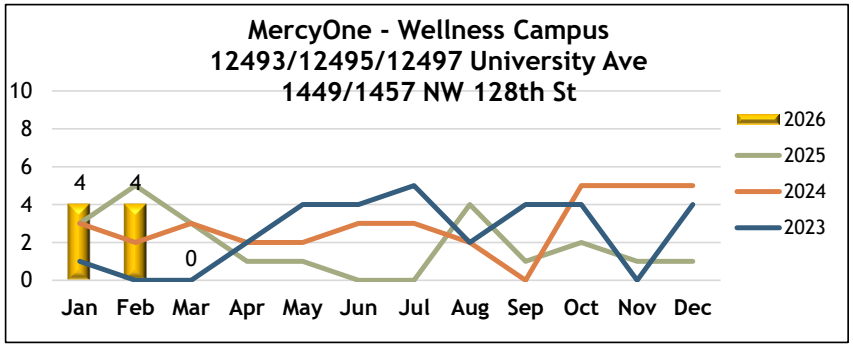


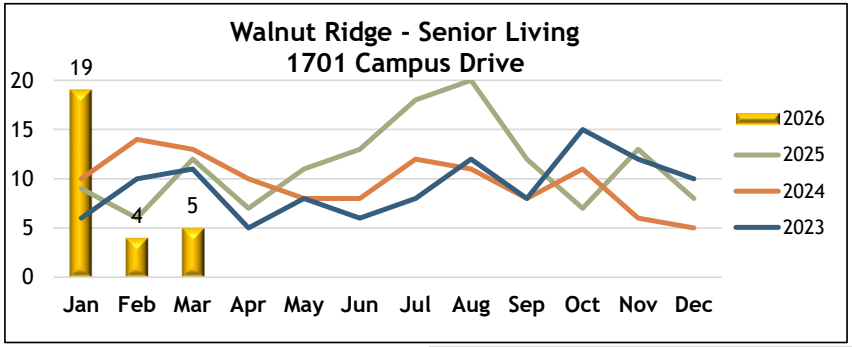
Clive Fire Department
Service Demand - EMS
March 2026

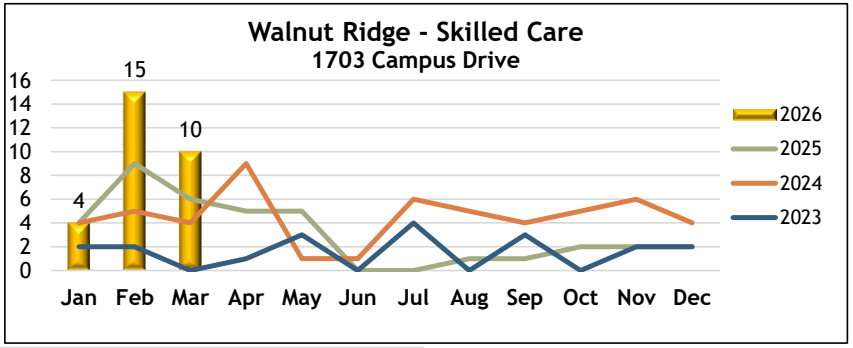


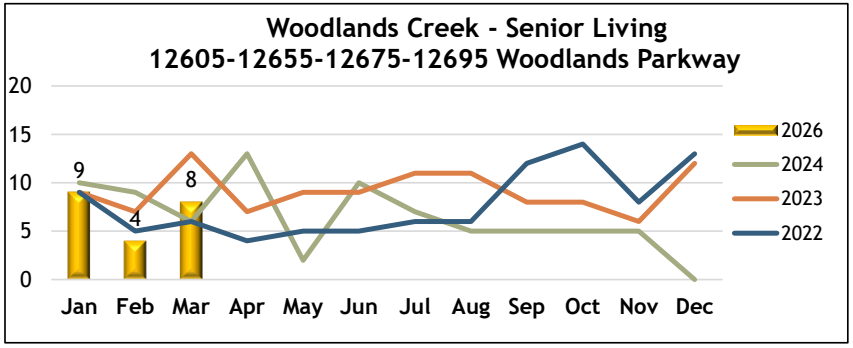




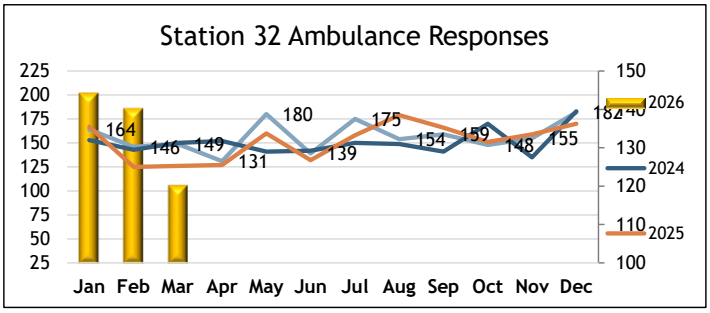


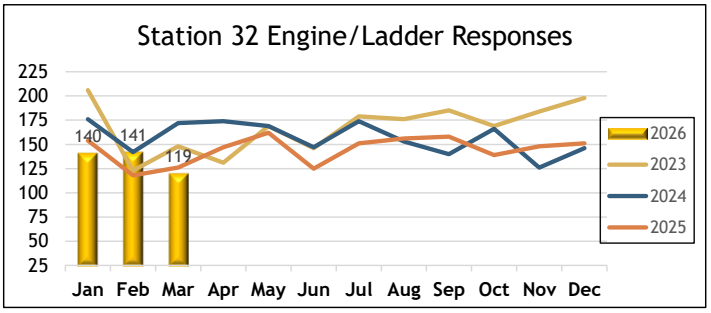


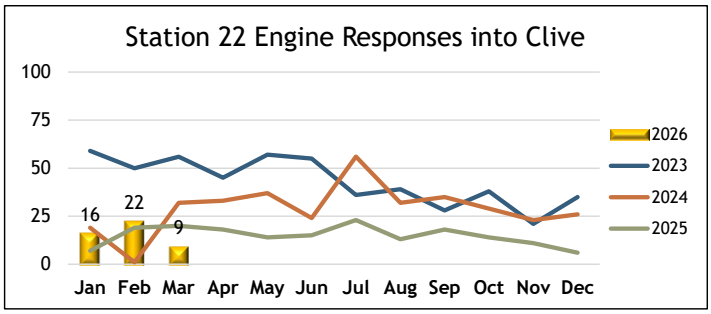


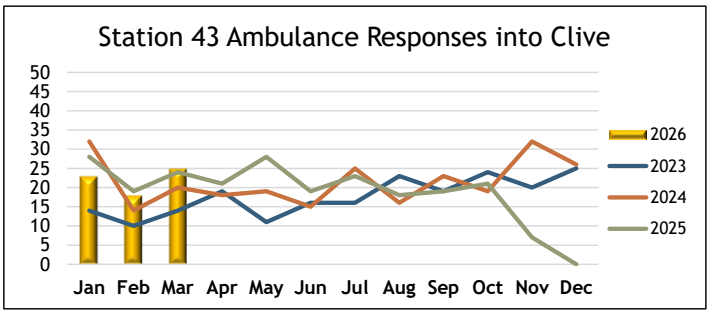


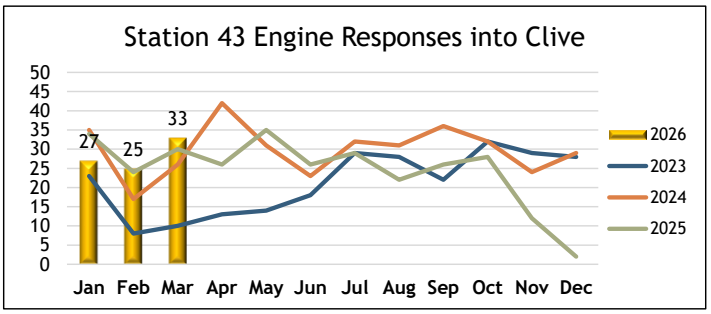
Clive Fire Department
Monthly Report
March 2026

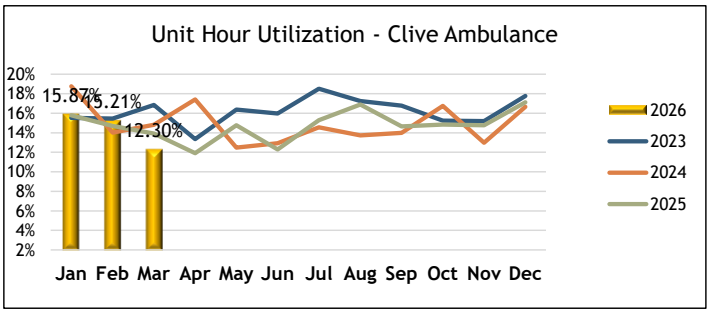


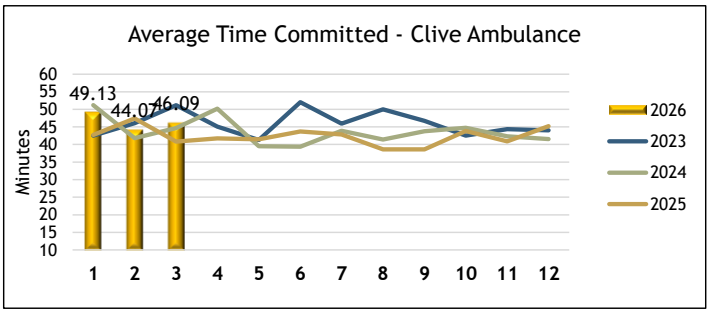


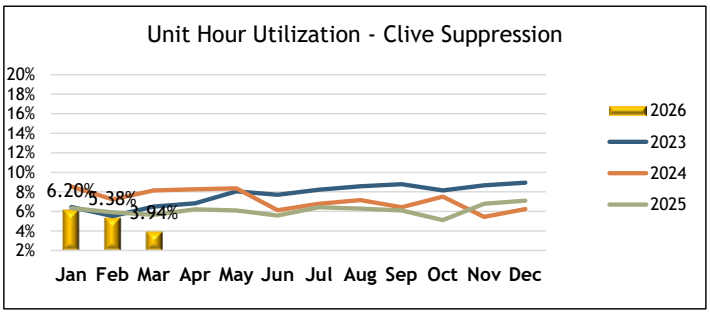


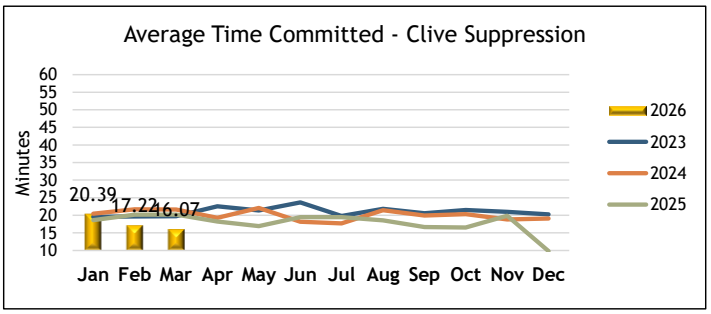




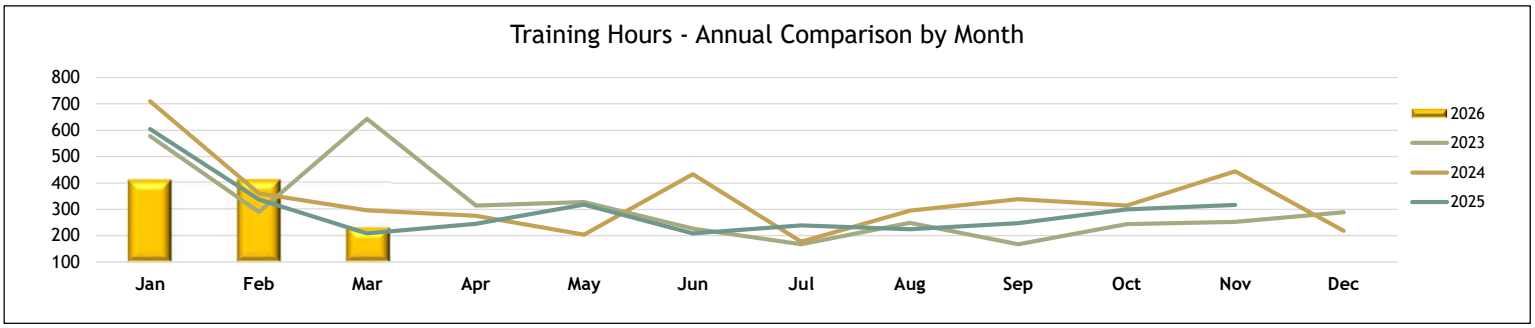


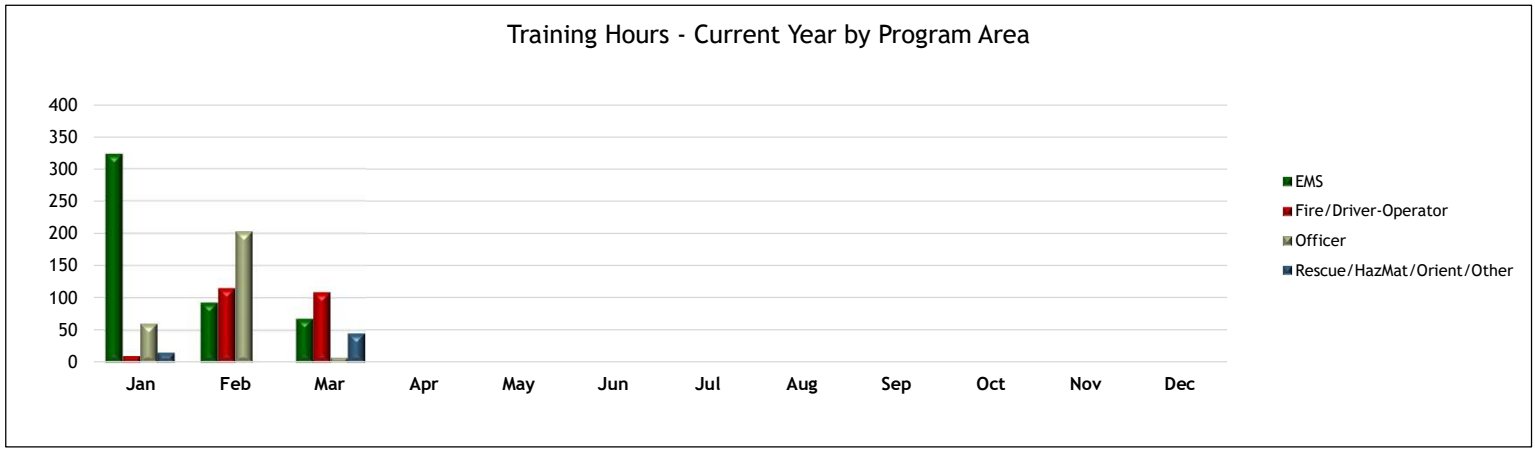




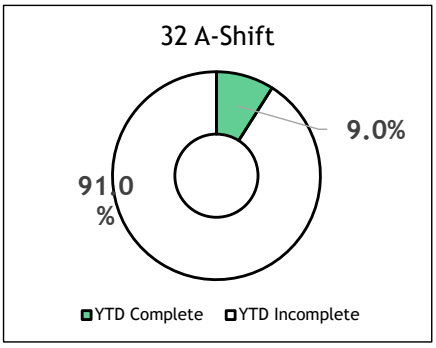


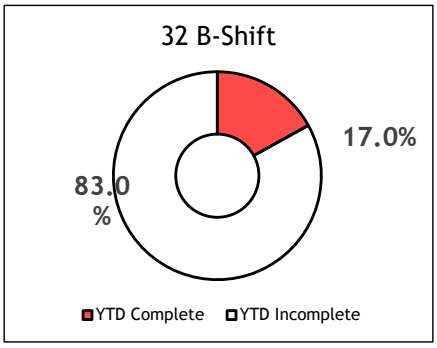
Clive Fire Department
Training
2026

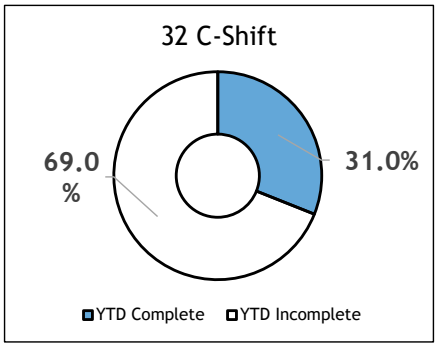




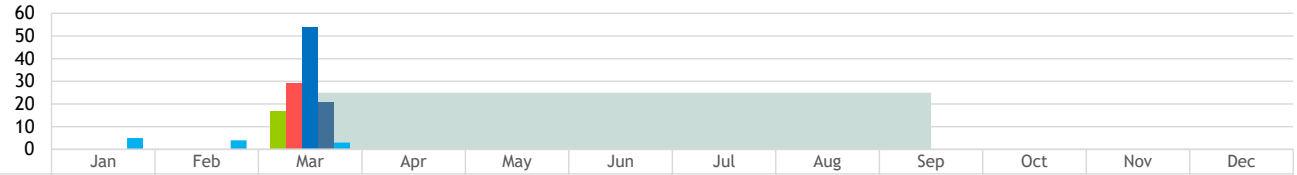
Clive Fire Department
Inspection/Prevention Monthly Report
March 2026







Inspections by Shift



	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Monthly Goal			25	25	25	25	25	25	25			
32-A	0	0	17									
32-B	0	0	29									
32-C	0	0	54									
43	0	0	21									
Fire Prev	5	4	3									

Re-Inspections by Shift



	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
32-A	0	0	0									
32-B	0	0	0									
32-C	0	0	0									
43	0	0	0									
Fire Prev	0	1	0									

Public Relations



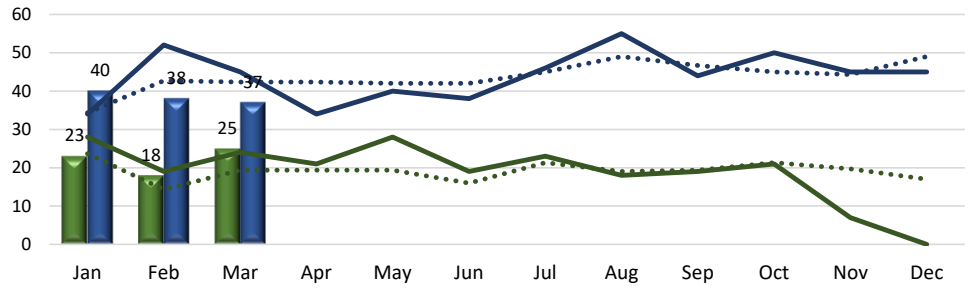
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Mobile Food Vendor Inspections	0	0										
Child Safety Seat Installations/Checks	3	1										

Clive Fire Department
Shared Services Report
March 2026

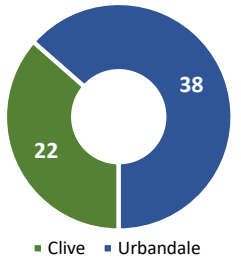
Urbandale - Station 43

Station 43 Became Operational March 10, 2020

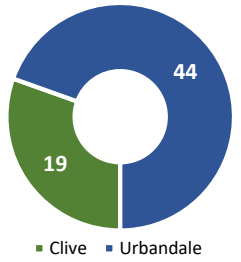
Ambulance



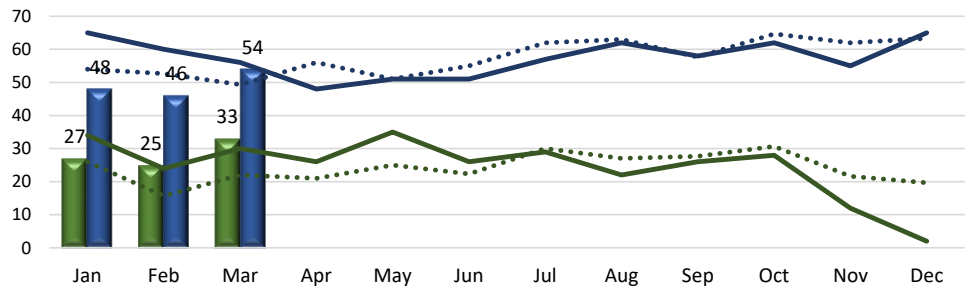
Year to Date Monthly Average



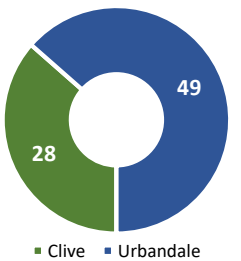
Prior 3-Year Monthly Average



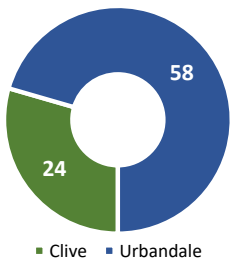
Engine



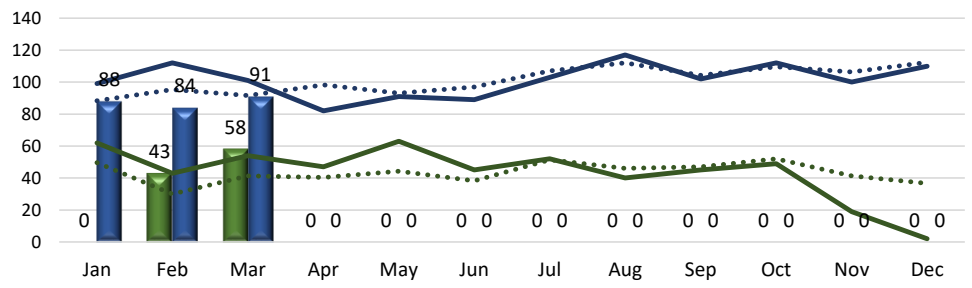
Year to Date Monthly Average



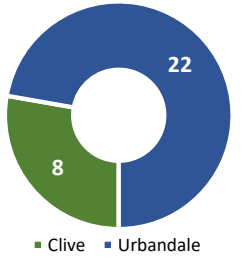
Prior 3-Year Monthly Average



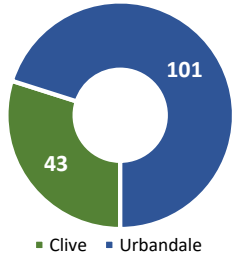
Total (Ambulance & Engine)



Year to Date Monthly Average



Prior 3-Year Monthly Average

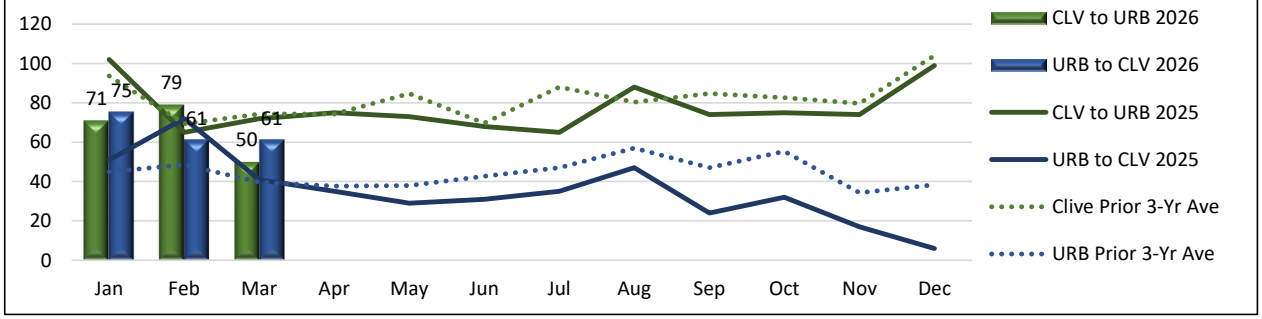


Clive Fire Department
Shared Services Report
March 2026

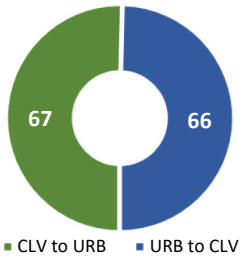
Clive / Urbandale - Closest Unit Response

Does Not Include Station 43

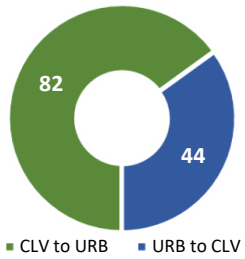
Ambulance



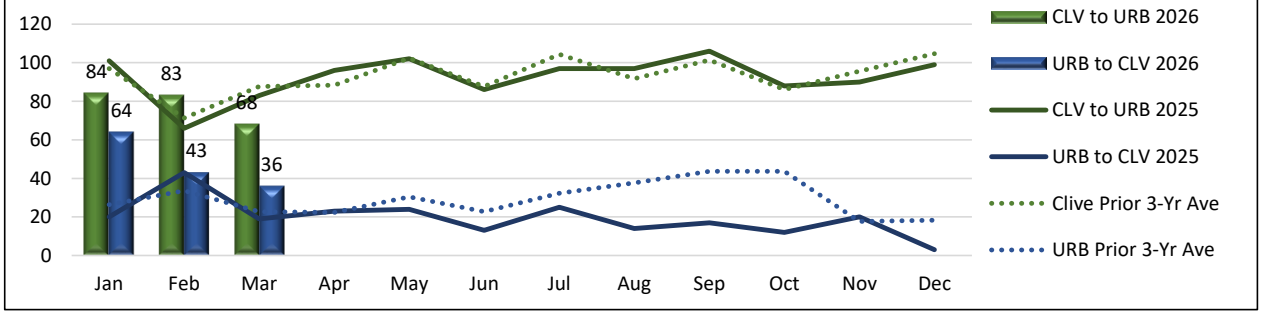
Year to Date Monthly Average



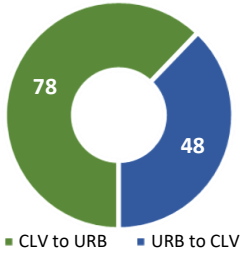
Prior 3-Year Monthly Average



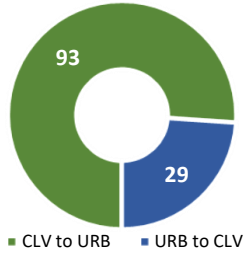
Engine



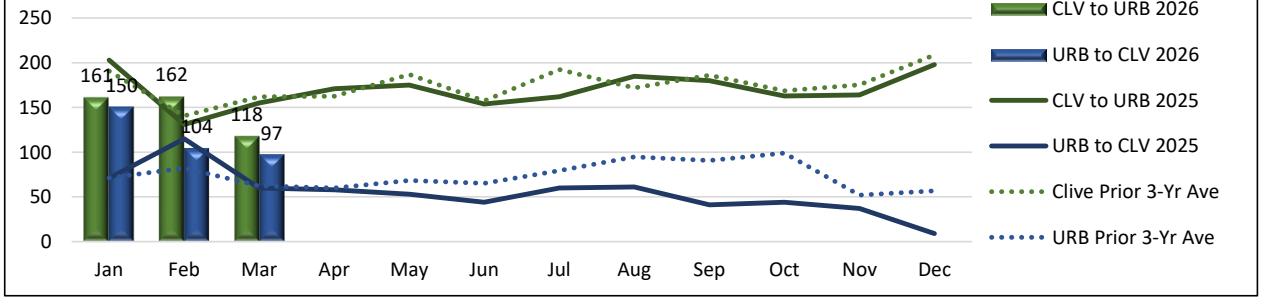
Year to Date Monthly Average



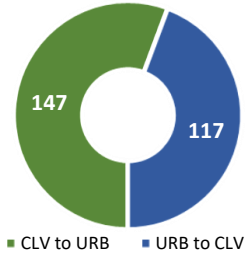
Prior 3-Year Monthly Average



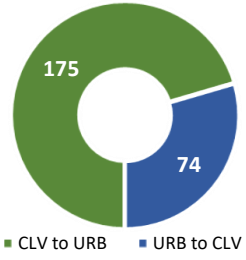
Total (Ambulance & Engine)



Year to Date Monthly Average



Prior 3-Year Monthly Average

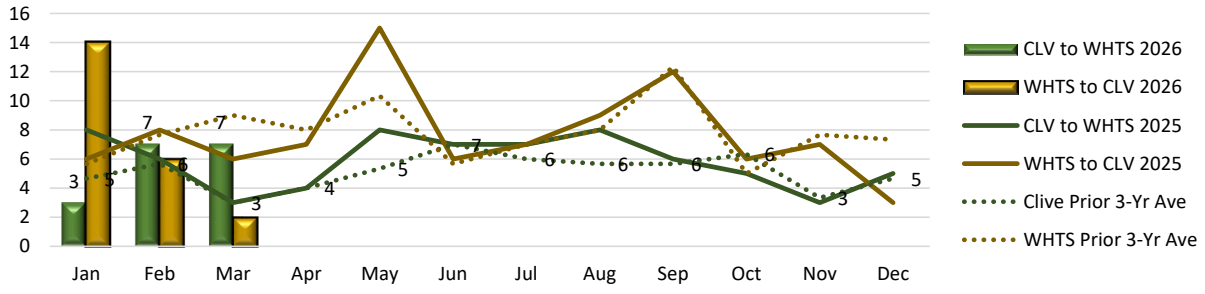


Clive Fire Department
Shared Services Report
March 2026

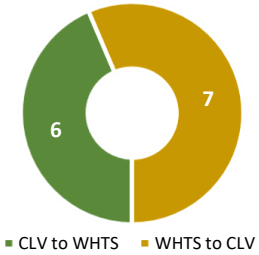
Clive / Windsor Heights - Closest Unit Response

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

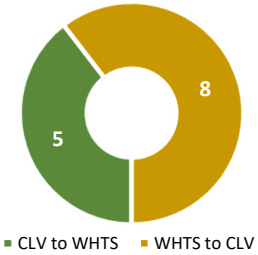
Ambulance



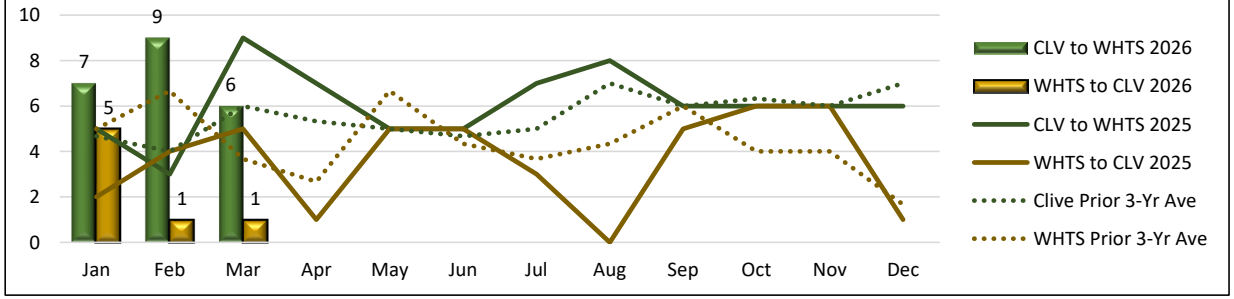
Year to Date Monthly Average



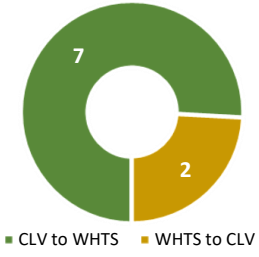
Prior 3-Year Monthly Average



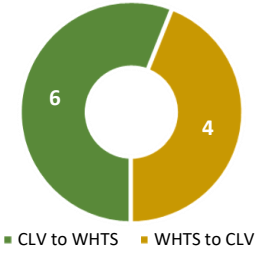
Engine



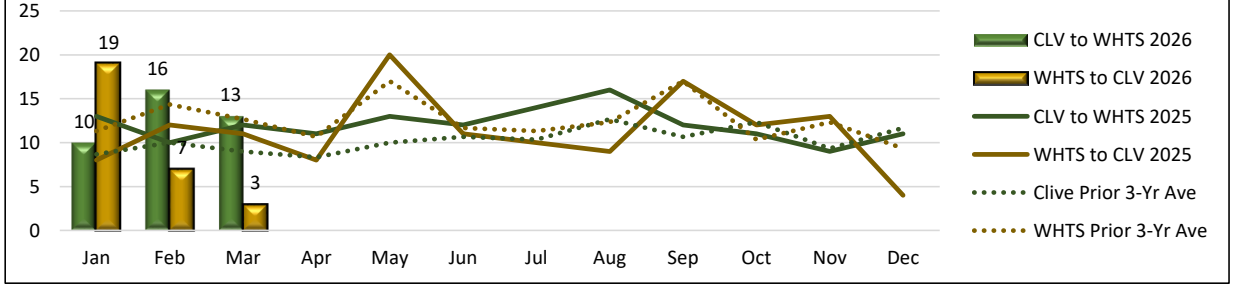
Year to Date Monthly Average



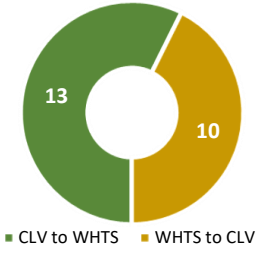
Prior 3-Year Monthly Average



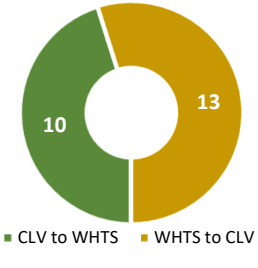
Total (Ambulance & Engine)



Year to Date Monthly Average

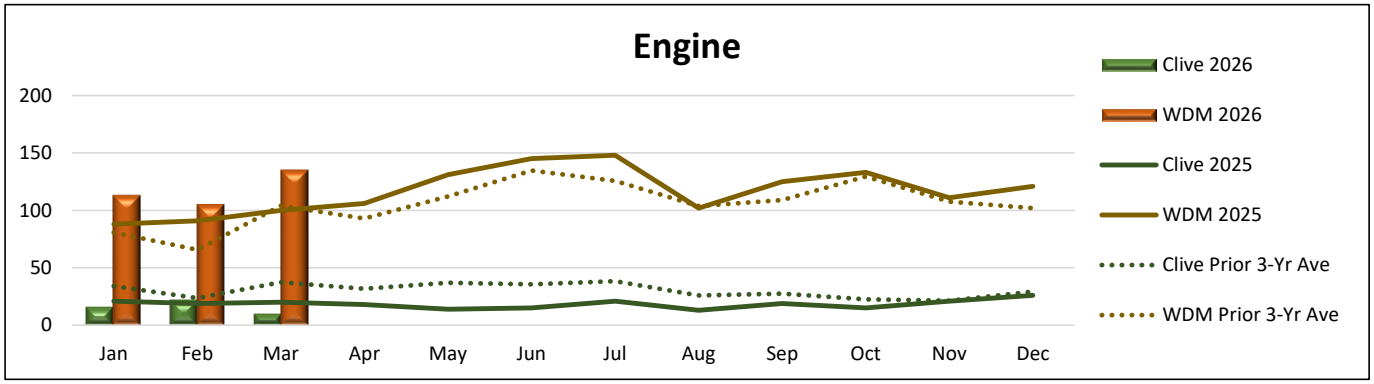


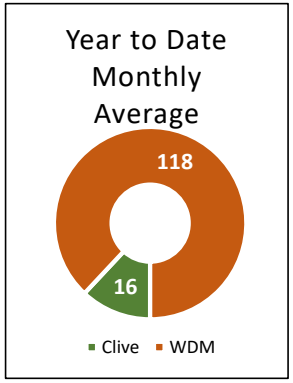
Prior 3-Year Monthly Average

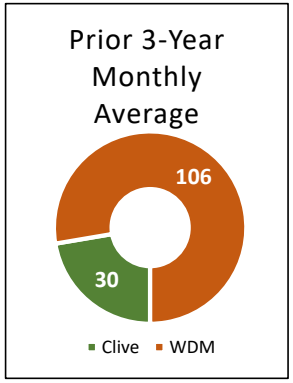


Clive Fire Department
Shared Services Report
March 2026

West Des Moines - Station 22







CLIVE FIRE AND EMS FINANCIAL SUMMARY

Transaction Date	GreaterThanOrEqual	10/1/2025
Transaction Date	LessThanOrEqual	2/28/2026
Company Code	Equal	CLIVE FIRE AND EMS

	Oct-25	Nov-25	Dec-25	Jan-26	Feb-26	Totals
Beginning AR	$0.00	$124,423.72	$249,839.13	$255,671.55	$256,456.07	$0.00
Charges	$125,408.54	$129,617.22	$157,595.76	$123,665.03	$128,284.50	$664,571.05
Contractual Adjustments	($0.32)	($357.33)	($54,722.50)	($40,259.45)	($39,091.06)	($134,430.66)
Gross Net Charges	$125,408.22	$129,259.89	$102,873.26	$83,405.58	$89,193.44	$530,140.39
Courtesy Discounts	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Bad Debt Write Off	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Bankruptcy	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Misc Adjustments	$0.00	$0.00	$8.90	$0.84	$0.00	$9.74
Net Charges	$125,408.22	$129,259.89	$102,882.16	$83,406.42	$89,193.44	$530,150.13
Insurance Refunds	$0.00	$0.00	$0.00	$0.00	$1,367.35	$1,367.35
Patient Refunds	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Returned Checks	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Total Refunds	$0.00	$0.00	$0.00	$0.00	$1,367.35	$1,367.35
Insurance Payments	($984.50)	($3,844.48)	($96,739.59)	($81,656.96)	($96,453.56)	($279,679.09)
Patient Payments	$0.00	$0.00	($310.15)	($964.94)	($4,217.99)	($5,493.08)
Bad Debt Recovery	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Total Payments	($984.50)	($3,844.48)	($97,049.74)	($82,621.90)	($100,671.55)	($285,172.17)
Net Payments	($984.50)	($3,844.48)	($97,049.74)	($82,621.90)	($99,304.20)	($283,804.82)
Ending A/R	$124,423.72	$249,839.13	$255,671.55	$256,456.07	$246,345.31	$246,345.31
OPERATING RATIOS						
Total Runs (PCRs)	123	113	134	114	102	586
Gross Days in AR	30.76	59.76	55.77	56.17	53.43	
Avg Charge / Transport	$1,019.58	$1,147.06	$1,176.09	$1,084.78	$1,257.69	$1,134.08
Avg Revenue / Transport	$8.00	$34.02	$724.25	$724.75	$986.98	$486.64
ALS EMERGENCY	49.00	35.00	63.00	50.00	40.00	237.00
ALS, LEVEL 2	1.00	2.00	2.00	1.00	1.00	7.00
BLS EMERGENCY	36.00	49.00	48.00	46.00	41.00	220.00
BLS NON-EMERGENCY	5.00	0.00	0.00	-5.00	0.00	0.00
GROUND MILEAGE ALS	295.84	220.40	415.40	300.40	263.80	1,495.84
GROUND MILEAGE BLS	194.30	239.80	247.80	234.70	203.30	1,119.90
NO CHARGE TICKET	32.00	27.00	21.00	22.00	20.00	122.00

CLIVE FIRE AND EMS

AGED ACCOUNTS RECEIVABLE BY PAYER

Company	Equal	CLIVE FIRE AND EMS
Cut Off Date	LessThanOrEqual	2/28/2026
Remaining Amount	NotEqual	0

	Cur	31-60	61-90	91-120	121+ Days	Total
AOB SIGNATURE	$0.00	$0.00	$859.40	$0.00	$0.00	$859.40
LIABILITY	$3,718.10	$5,658.90	$811.70	$0.00	$0.00	$10,188.70
SELF PAY	$11,276.85	$11,285.11	$7,500.17	$5,101.90	$1,000.66	$36,164.69
WORK COMP	$1,048.10	$0.00	$0.00	$0.00	$0.00	$1,048.10
Private	**$16,043.05**	**$16,944.01**	**$9,171.27**	**$5,101.90**	**$1,000.66**	**$48,260.89**
	33 %	**35 %**	**19 %**	**11 %**	**2 %**	
AETNA MEDICARE REPLACEMENT	$8,336.50	$345.00	$0.00	$370.00	$0.00	$9,051.50
AETNA SENIOR SUPPLEMENTAL INSURANCE	$0.00	$221.95	$0.00	$0.00	$0.00	$221.95
AMERICAN RETIREMENT LIFE	$0.00	$111.25	$0.00	$0.00	$0.00	$111.25
BANKERS FIDELITY	$0.00	$122.41	$0.00	$0.00	$0.00	$122.41
BANKERS LIFE & CASUALTY	$0.00	$103.75	$0.00	$0.00	$0.00	$103.75
BCBS IA MEDICARE REPLACEMENT	$1,110.00	$721.53	$0.00	$0.00	$0.00	$1,831.53
CIGNA HEALTHCARE	$962.00	$0.00	$0.00	$0.00	$0.00	$962.00
EVERYSTEP HOSPICE	$0.00	$0.00	$0.00	$0.00	$984.50	$984.50
HUMANA MEDICARE REPLACEMENT	$4,538.50	$100.00	$0.00	$0.00	$0.00	$4,638.50
IOWA MEDICAID ENTERPRISE	$4,719.11	$4,127.91	$0.00	$0.00	$12,667.83	$21,514.85
LOYAL AMERICAN LIFE INSURANCE CO.	$357.37	$0.00	$0.00	$0.00	$0.00	$357.37
MEDICARE-B IOWA	$29,312.47	$2,068.96	$0.00	$0.00	$0.00	$31,381.43
MEDICO	$126.93	$479.88	$0.00	$89.17	$0.00	$695.98
MERCY REHABILITATION HOSP	$0.00	$1,732.60	$0.00	$0.00	$0.00	$1,732.60
MOLINA HEALTHCARE OF IOWA	$14,509.83	$0.00	$0.00	$8,476.32	$0.00	$22,986.15
MUTUAL OF OMAHA	$0.00	$401.93	$0.00	$0.00	$0.00	$401.93
NATIONAL GENERAL INSURANCE	$1,002.50	$0.00	$0.00	$0.00	$0.00	$1,002.50
PACE CENTRAL IOWA	$0.00	$843.50	$0.00	$1,032.20	$0.00	$1,875.70
PLUMBERS & PIPEFITTERS	$94.66	$0.00	$0.00	$0.00	$0.00	$94.66
QMB MEDICARE	$0.00	$0.00	$0.00	$315.00	$117.29	$432.29
RAILROAD MEDICARE	$0.00	$1,048.10	$0.00	$0.00	$0.00	$1,048.10
SILAC INSURANCE CO	$0.00	$394.86	$0.00	$0.00	$0.00	$394.86
ST CROIX HOSPICE - ANKENY	$952.70	$0.00	$0.00	$0.00	$0.00	$952.70
SUNCREST HOSPICE	$0.00	$0.00	$431.01	$0.00	$0.00	$431.01
SUREST (FORMERLY BIND)	$2,917.10	$0.00	$0.00	$0.00	$0.00	$2,917.10
TOTAL CARE OF IOWA	$13,613.43	$0.00	$0.00	$0.00	$0.00	$13,613.43
TRICARE FOR LIFE	$0.00	$383.57	$0.00	$0.00	$0.00	$383.57
TRICARE WEST REGION	$999.00	$0.00	$0.00	$920.90	$0.00	$1,919.90
UHC DUAL COMPLETE MEDICARE REPLACEMENT	$1,677.16	$112.35	$0.00	$0.00	$0.00	$1,789.51
UHC-AARP MEDICARE REPLACEMENT	$11,086.80	$845.00	$0.00	$0.00	$0.00	$11,931.80
UNITED HEALTHCARE	$6,543.60	$610.41	$0.00	$0.00	$0.00	$7,154.01

CLIVE FIRE AND EMS

AGED ACCOUNTS RECEIVABLE BY PAYER

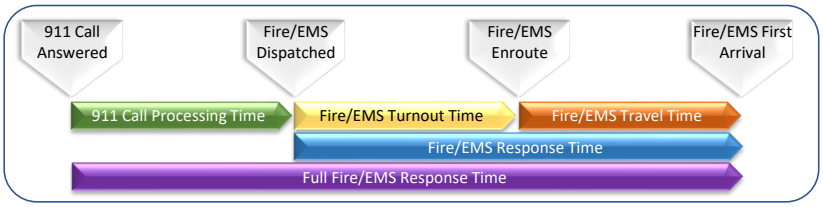
	Cur	31-60	61-90	91-120	121+ Days	Total
UNITED MEDICAL RESOURCES	$0.00	$984.50	$0.00	$0.00	$0.00	$984.50
VETERANS ADMINISTRATION DES MOINES	$2,080.30	$1,000.40	$859.40	$370.00	$0.00	$4,310.10
WEB TPA	$0.00	$93.93	$0.00	$0.00	$0.00	$93.93
WELLCARE BY ALLWELL	$3,354.50	$0.00	$0.00	$0.00	$0.00	$3,354.50
WELLMARK BCBS IA	$17,413.19	$1,828.00	$0.00	$114.25	$2,173.75	$21,529.19
WELLMARK FEDERAL EMPLOYEE	$954.80	$0.00	$0.00	$0.00	$0.00	$954.80
WELLPOINT IOWA MCO	$22,915.71	$0.00	$0.00	$0.00	$0.00	$22,915.71
WELLPOINT MEDICARE REPLACEMENT	$0.00	$0.00	$0.00	$902.85	$0.00	$902.85
Insurance	**$149,578.16**	**$18,681.79**	**$1,290.41**	**$12,590.69**	**$15,943.37**	**$198,084.42**
	76 %	**9 %**	**1 %**	**6 %**	**8 %**	

CLIVE FIRE AND EMS

AGED ACCOUNTS RECEIVABLE BY PAYER

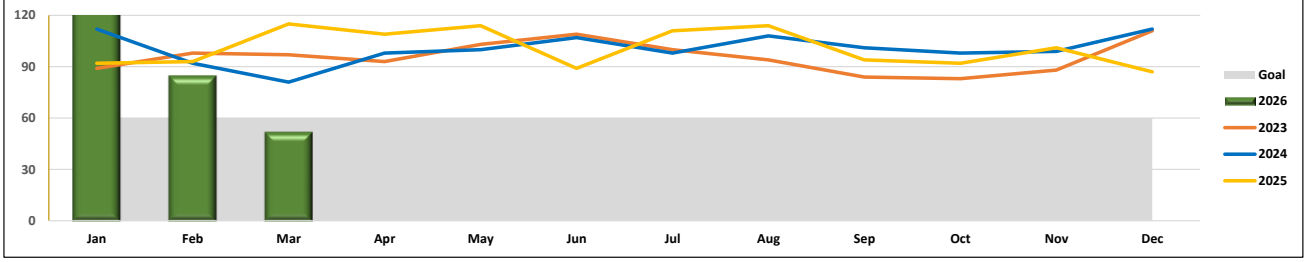
Total AR Due:	**$165,621.21**	**$35,625.80**	**$10,461.68**	**$17,692.59**	**$16,944.03**	**$246,345.31**
	67 %	**14 %**	**4 %**	**7 %**	**7 %**	

Clive Fire Department
Standard of Cover Performance Report
Performance Area: City of Clive
March 2026



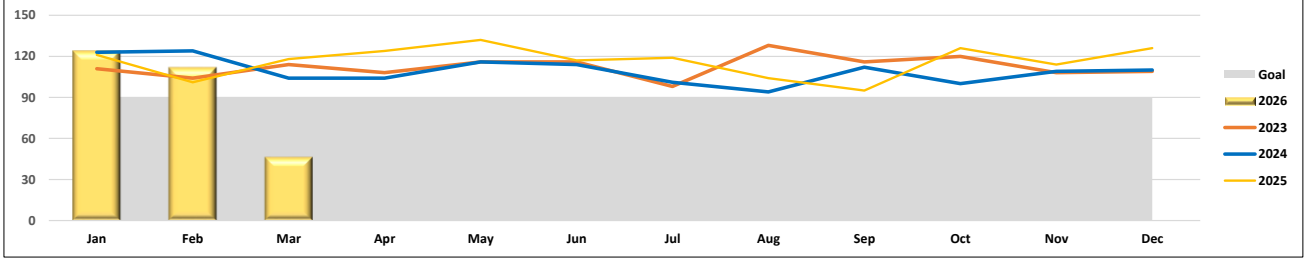
911 Call Processing Time

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



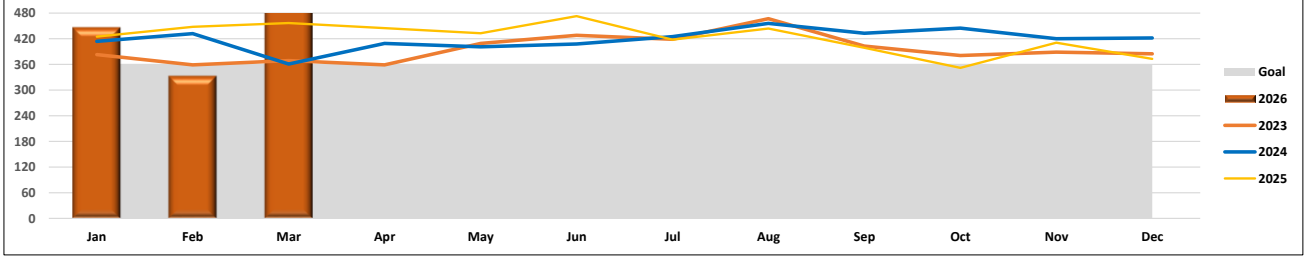
Turnout Time

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



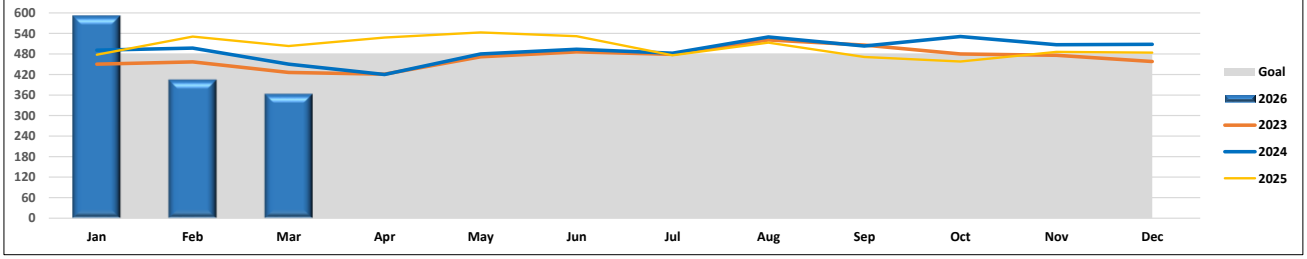
Travel Time

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



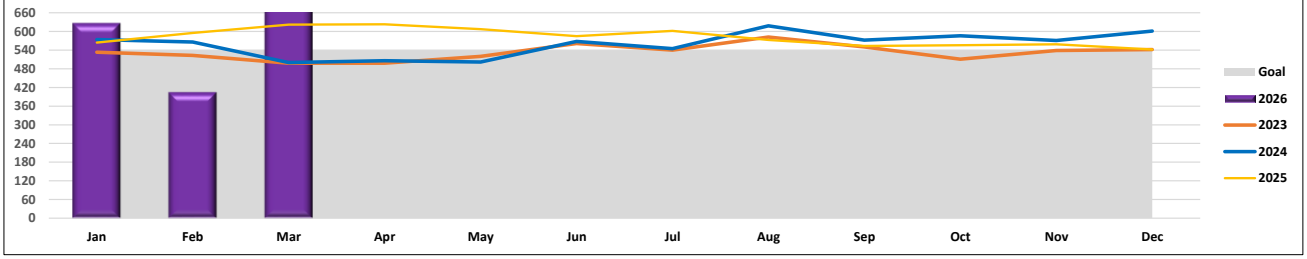
Response Time

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



Total Response Time

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



Memo

TO: Mayor and Council members
FROM: Richard Brown, Leisure Services Director
DATE: April 23, 2026
RE: Leisure Services Report - March 2026

SYNOPSIS:
Please find attached the Leisure Services Report for March 2026

Attachments:
1. Leisure Services Council Report March 2026

Leisure Services Department

March 2026



Clive Public Library Art Gallery – Megan Hammer

We are delighted to share the unique artwork of Urbandale artist Megan Hammer. Megan creates highly expressive felted wool pieces that celebrate the textures and rhythms of nature. By blending natural fibrous materials with intricate detail, her work explores collaboration, balance, and harmony within the natural world. Her art is both thoughtful and visually striking. Stop by the Library through the end of April.

Family Escape Rooms

Participants took part in a spring-themed escape room where something wasn't quite right: spring was on its way, but there were obstacles in its path. Through a series of puzzles, coded messages, and hidden clues, participants work together to solve the mystery before time runs out.

These puzzles are designed with upper elementary school–aged children in mind. However, with adult assistance, younger participants can successfully complete the activities. The program encourages problem-solving, collaboration, and critical thinking, while providing a creative and engaging way to celebrate the seasonal transition.

3-on-3 Youth Basketball Tournament

On Saturday, March 7, over 60 youth basketball teams participated in our annual tournament held at Valley High School. We take great pride in offering the most organized, well-run, low-cost tournaments in the state of Iowa. We received lots of positive feedback on staff communication, tournament site, awards, and officials. We use this feedback to help make each year even better for our participants!

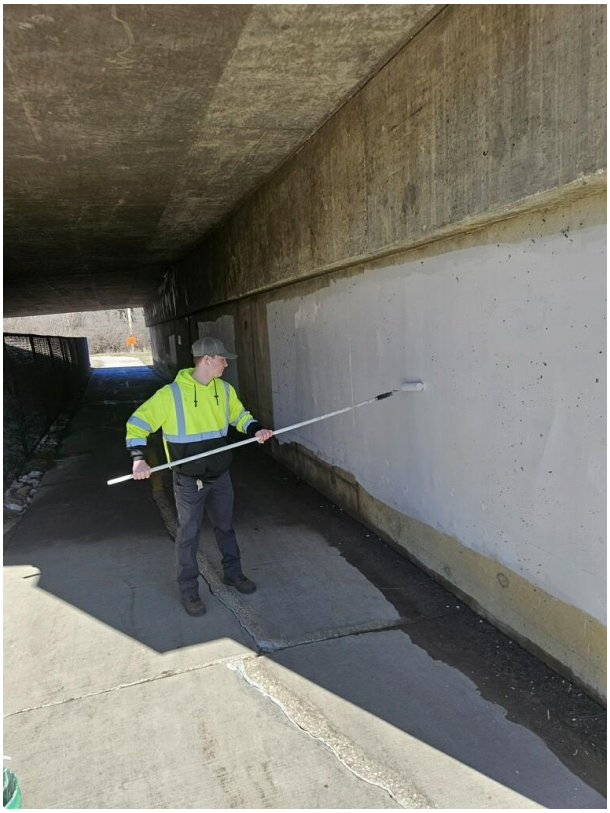


Spring and Summer Registration

Clive resident registration began Tuesday, March 24 with registration opening for all non-residents the following Tuesday, March 31. Over 530 recreation programs, 1,185 swim lessons, 110 adult team sports, and 16 Clive Aquatic Center rentals have been booked thus far.

Seasonal Hiring Finishes

A positive, productive work culture, appropriate wages, and well-maintained facilities leads to retaining and recruiting great seasonal staff members. The Recreation team is well-positioned for summer 2026 with over 100 lifeguard applicants and most recreation staff positions filled. We require approximately 160 seasonal positions to produce our recreation programs and for daily operations at the Clive Aquatic Center.



Food Truck Friday Lineup Announced

Serving as our unofficial kickoff to summer, the Recreation team will begin Food Truck Fridays on May 8. As of March, all acts for the series have been announced, to positive feedback on our social media. The event series takes place over six consecutive Fridays at Campbell Park.

Facilities

The facilities team took advantage of the warmer weather to paint over areas of the trail that were graffitied throughout the winter months. This process improves park and trail appearance and enhances users experience in Clive green spaces.

Grounds

The grounds team completed all spring pre-emergent fertilization applications on those high traffic sports fields, parks, and City facilities. With the spring weather arriving all sports netting throughout the parks system have been put up and Campbell park batting cages were installed.

Natural Resources

As the weather gets warm, we enter the active growing season. The natural resource team has been actively preparing the goat herd to begin their invasive species management within the Greenbelt. Staff work consists of maintenance of existing goat grazing areas, paths, creating new areas, and veterinary work on the herd. In March, this also included the procurement of an additional 5 goats that have joined the herd, two adult females with their 3 young kids.



The natural resource team has also started the mulch trail around Shadow Creek Pond for the public's use, continued removals of invasive and hazardous trees, and deadheading of native plantings on Clark Street.

Volunteers

Recreation hosted 8 volunteers for goats in the month of March and 10 volunteers for the Youth Basketball 3-on-3 tournament for a total of 49.5 volunteer hours. The library had 4 volunteers at Harbach for 8.5 hours and 10 volunteers at the main branch with 20.5 hours for a total of 28.5 volunteer hours. There were no volunteers for the Parks division in March.

LEISURE SERVICES PRIORITIES

Action:
Harbach Center: Vision Concept and Operations
Partnership with West Des Moines
Update Report on Experiences and Building Conditions

Key Issues	Activities/Milestones	Time
Success will be to define how we measure success and determine a vision for the programming versus the building need itself	**A. Building Conditions and Facility Usage Report**	1. Have Parks/Facilities Team develops report on status on mechanical components at the Harbach Center **January 2026**
Costs for renovation of existing facility		
What is needed in the neighborhood?		2. Develop report on facility usage over the past two years **January 2026**
Private investment in current facility if remodeled?		
Ongoing staff costs for a remodeled facility		
Role of Crestview School of Inquiry in some of these activities	**B. Partnership with West Des Moines School District**	1. Develop better working relationship with local school staff and explore opportunities **Ongoing**
Data collection on uses/users, especially unique users		
If we don't have a cheap space to do it, would we still want to do it?		2. Back to School Bash at Harbach Center **August 2026**
Are we financially all in for this in the long term? If we are not willing to go all in, then it does not make much sense to do the visioning process		
What is the data that council needs to make that decision?	**C. Harbach Center Future Vision**	1. Draft measures for success and Define space needs for success **January 2026**
How do we define the value of having a branch library?		
How should we measure success?		2. BUDGET WORKSHOP: Presentation proposed measures for success and overview of what it would take to financially go "All In" **February 2026**
Link to Future Development Project		3. Develop next steps depending on the outcome of the Council discussion **March 2026**

Responsibility: Leisure Services

Action:
Linnan Park: Construction Complete
Neighborhood Engagement
Ribbon Cutting

Key Issues	Activities/Milestones	Time
Success will be construction is completed; the public can use the park and a ribbon cutting event will be held.	1. Complete Harbach Center Mural	November 2025
Tight change order budget for project unknowns that may come up during construction	2 Complete Construction	June 2026
Construction got a late start due to rainy July	3. Conduct Ribbon Cutting Celebration with defined engagement strategy	July 2026
Public Art Mural on Harbach Center	4. Develop programming plan for new	July 2026
Public engagement with mural painting	5. Conduct Back to School Bash	August 2026
Making sure the surrounding neighborhood knows these improvements are for the entire neighborhood, not just the multi-family properties	6. Presentation: Linnan Park Programming Plan discussion and feedback	August 2026

Responsibility: Leisure Services

Action:
Clive West Des Moines Schools Collaboration
Indian Hills Greenspace Redevelopment/Master Plan

Key Issues	Activities/Milestones	Time
Success will be the kickoff of a master planning effort for the outdoor space at Indian Hills Junior High in coloration with the School district	1. Research best practices for shared school and park sites	November 2025
Is this dependent on a WDSM schools bond issue passing?	2. Develop working team with West Des Moines Schools and City of Clive	December 2025
Neighborhood needs		

School district needs	3. Develop scope of services and budget proposal for master planning effort	December 2025
Public engagement		
Agreement needed to allow public use and shared maintenance	4. BUDGET WORKSHOP: Master Planning Proposal/Cost Sharing	February 2026
Funding for master plan		
Funding for construction	5. Develop and distribute RFP for master planning effort	February 2026
School district bond referendum		
No playground in this neighborhood	6. DECISION: Budget FY 26/27	April 2026
Define service area for this park/school space		
Traffic and parking issues resolution	7. Master Planning efforts begin with initial neighborhood/public engagement	May 2026
Responsibility: Leisure Services		

Action:

Encroachments Policy/Strategy/City Actions:
Problem Analysis, Report with Options, Degree of Aggressiveness, Community Engagement, and Direction

Key Issues	Activities/Milestones	Time
Success in the next year will be an adopted policy with clear expectations of property owners adjacent to City property and enforcement of policy	1. Research local examples of policies and practices as well as best practices across the country	October 2025
Wide variety of encroachments	2. Gather data regarding the full extent of the encroachment issues citywide	December 2025
Private use of publicly owned land	3. Analyze and develop report regarding the extent of encroachment issues Citywide	December 2025
Understanding the level of public engagement desired during policy development	4. PRESENTATION/DIRECTION: Review draft framework, determine level of public engagement	January 2026
Enforcement tactics will have different levels depending on the policy choices made	5. Develop public engagement plan for development of policy	March 2026
	6. Develop final draft policy for review	March 2026
Long-term success with this action is no private encroachments on City property	7. Public engagement (as needed)	May 2026
	8. DECISION: Review and approval of policy	August 2026
Responsibility: Leisure Services		

Action:

Greenbelt Landing Project:
Construction, Dedication, Programming, and Clive Festival 2026

Key Issues	Activities/Milestones	Time
Success will be the project entirely completed and 50th Clive Festival is held at the new stage	1. Complete Substantial Construction	January 2026
Completion of construction	2. Develop Programming and Operations Plan	March 2026
Programming plan development	3. PRESENTATION: Greenbelt Landing Programming and Operations Plan Discussion and Feedback	April 2026
Potential partnership with outside entities for management of the space, events and stage	4. Install Project and Donor Recognition Signage Installed	May 2026
50th Clive Festival Celebration	5. Install Public Art	May 2026
Small donor campaign goal of $100,000 to support project, wetland walkway, plaques, etc.	6. Complete All Construction	June 2026
	7. Conduct Ribbon Cutting Event	June 2026
Naming considerations of the community building? Such as Greenbelt Pavilion, Greenhouse, Landing Hall, Creekside Pavilion, The Canopy, Oxbow Pavilion, Creekside Hall, Etc.	8. Have 50th Clive Festival held at Greenbelt Landing	July 2026
	9. Complete Small Donor Campaign	December 2026
Responsibility: Leisure Services		

Memo

TO: Mayor and Council members
FROM: Mark Rehberg, Captain / Operations Commander
DATE: April 23, 2026
RE: Police Department Monthly Report - March 2026

SYNOPSIS:
Monthly report of police activity for March 2026.

Attachments:
1. March 26 Monthly

Clive Police Department

Monthly Report

March 2026



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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

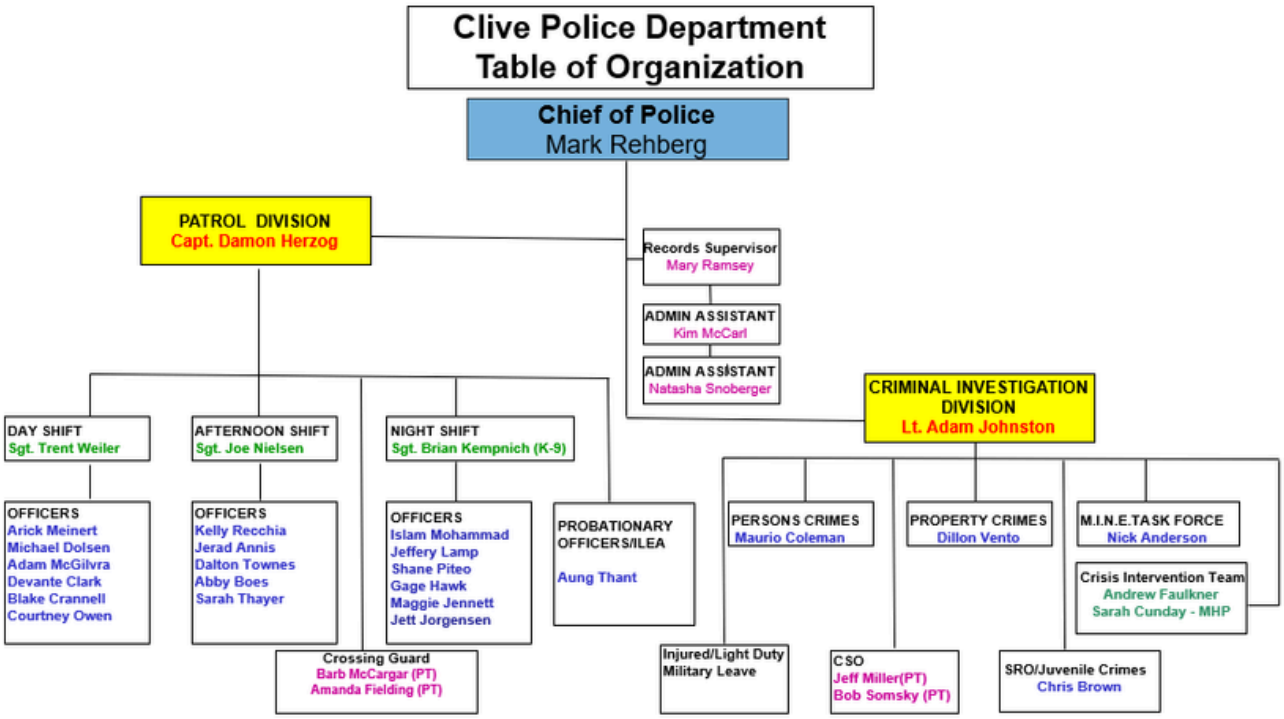
Committed - Striving for accountability, effectiveness, and equality.

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	28
Officers in Field Training	1
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	18	0
Detectives	3	0
School Resource Officers	1	0
Crisis Intervention	1	0
ILEA/Military/Light Duty	0	0

Strategic Planning Update - Speeding and Safety on Trails.

Through collaboration and communication among metro communities, the Polk County Law Enforcement Executive Association (PLEXA), the Des Moines Bicycle Coalition, and Metro Advisory Council (MAC), we have been engaged in ongoing dialogue to identify solutions that address scooter safety while balancing the needs of cyclists who already utilize our trails.

For Clive, an update to the existing bicycle ordinance was long overdue and has been incoorporated into this project. It addresses new technology and modes of travel not considered in the past. It also takes into account a regional approach to creating common, consistent rules with our neighboring communities and the metro in general.

Ankeny and Waukee are moving forward with us, with plans to update their ordinances and West Des Moines will soon be joining with a proposal for council consideration.

2025-2026 Strategic Planning

ELECTRIC VEHICLES/TRAIL SAFETY AND ETIQUETTE - REVISE ORDINANCE	
Key Issues	**Completion Date**
Lower speed on trails/increase safety and ettiquette	Done
Educate on use of electric vehicles in parks/trails	In-Progress
Address electric vehicles on public roadways	Done
Reduce injury to users	In-Progress
Regional solution to issue	Done
Enforcement	Jul-27
Milestones	**Completion Date**
Identify specific complaints/Incidents/Reports	Done
Identify other municipalities and actions taken	Done
Establish working group of stakeholders	Done
Find Options	Done
Progress/Discussion: Report to council	Done
Street v. Trails	Done
Speed and Motor size/ Definitions	Done
CC: Decision: Ordinance (if any)	May-26
Success	**Completion Date**
Develop Regional solution via MPO or MAC	Done
Enforcement plans/policies metrowide	Done
Community acceptance of strategy	Jun-26

4/10/2026

Calls for Service and Dispatch Area

Dispatch Incident Distribution					
	March		YTD		
Agency	2025	2026	2025	2026	%
Calls for Service	1304	1265	3605	4081	13%
Incident reports	149	137	458	430	-6%
Adult Arrests (On view)	44	42	142	120	-15%
Juvenile Arrests (On view)	2	0	4	2	-50%
Traffic Citations/Warnings	333	277	805	725	-10%

Crash Data

Motor Vehicle Crash (MVC)					
	March		YTD		
Crash Type	2025	2026	2025	2026	% Change
Fatal	0	0	0	0	0%
Injury	3	6	14	15	7%
Property Damage	40	20	120	104	-13%
Total	43	26	134	119	-11%

Crisis Intervention Team

Crisis Intervention Team (CIT)				
	March		YTD	
Response Type	2025	2026	2025	2026
Mental Health/ DV Related	23	19	56	58
Diversion/Referral	11	7	22	24
Clive Behavioral	5	7	18	15
Ed Thomas Notification	0	0	3	0
Total	39	33	99	97

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	March		YTD		
	2025	2026	2025	2026	% Change
Crimes v. Persons	10	14	41	29	-29%
Crimes v. Property	25	14	83	60	-28%
Crimes v Society	14	21	52	54	3%
Total “A” Offences	49	49	176	143	-19%
Hate Crimes	0	0	0	0	0
LEOKA	0	0	0	2	200%
Clearance Rate (by month)	44.9%	26.53%	--	--	--

K9 Deployments and Activity

K9 Deployments				
Deployment Purpose	March		YTD	
	2025	2026	2025	2026
Narcotics Search	20	32	62	75
Tracking	1	0	10	9
Total Deployments	21	32	72	84

Evidence Located			
Drug Type/Quantity	March 2026		
Methamphetamine	7990 g		
Marijuana	3.5 g		
THC	6038 g		
Cocaine	160 g		
Heroin	3 g		

March 2 - K9 Dutch and Sergeant Kempnich assisted the MINE Task Force and Federal Partners on a vehicle traveling north on Interstate 35. Detectives advised the vehicle pulled into the Maverick at 745 South 51st Street and was just sitting in the parking lot. When Brian and Dutch arrived, the occupants of the vehicle got out and took off running. With there being an overwhelming number of Detectives in the area, all three suspects were soon caught.

After K9 Dutch alerted on the vehicle, Detectives located 7.3 pounds of methamphetamine hidden in the floor.



Highlights & Outreach

Lt. Johnston graduates from 297th Session of the FBI National Academy.



Adam joined over 250 Law Enforcement Executives from around the country and around the world for 10 weeks of training that will help shape his future with the Clive Police Department and prepare him for any challenges that he may face in law enforcement. Along with rigorous classroom work, physical challenges and team building exercises, the relationships he has forged with his session mates will allow him access to one of the greatest professional networks in policing. Everything they worked for as a group culminated with the completion of the Yellow Brick Road challenge. You don't just "Get to go" to the National Academy. Adam was nominated and went through a selection process that is about as competitive as you can get. That alone is a testament to his character and abilities, and shows the commitment we have in him, and he in us. Adam is only the fourth Clive Officer to attend the National Academy in the history of the Department. Retired Chief Cox attended as an Urbandale officer and Retired Chief Venema as a Davenport Officer. ***CONGRATULATIONS ADAM****, and welcome home!*

Mayor Edwards swears in newest Police Officer, Aung Thant.



March 12 - Our newest police officer, Aung Thant, was sworn in by Mayor Edwards at the Council meeting. Residing in West Des Moines, Officer Thant who served in the United States Marine Corps, and was certified at the Des Moines police academy joined the department on March 2nd of this year, and is currently in Field Training. Officer Thant is married and expecting his first child. As an added benefit, Officer Thant is fluent in Burmese, a language skill that is vitally important to many in our community. Welcome aboard Officer Thant!

March 15 Blizzard Warning. Interstate forced to close during storm.

March is known to come in like a lion and go out like a lamb. But the center of the month can be just as unpredictable as the rest. A mid-month blizzard swept into Clive, along with very high winds. While snow accumulation was not great, visibility suffered to the point that interstates in all directions from central Iowa were closed. This resulted in heavy traffic and congestion on Highway 6 and at the Loves Travel Plaza. Fortunately, once the winds died off, so did the traffic. Things were back to normal the next day.



An arrest is not an indication of guilt. All suspects are presumed innocent until proven guilty in a court of law.

I thought he wanted touchless...

March 18th - Officers Townes and Annis were dispatched on a weapons call, where a firearm was brandished and pointed at another person. A customer of Mister Carwash, Daniel Burnside, was upset that he could not change the wash he requested, so he pointed his gun in the direction of an employee. With the assistance of Urbandale PD, officer Townes was able to later locate Burnside. He was charged with going armed with intent and assault with a dangerous weapon.



Unusual behavior leads to drug and child endangerment arrest...



Officer Boes made a consensual contact with a male in the Chrysler 200 after observing unusual behavior. As Officer Boes Made contact with the driver, Tanner Wilkins, the vehicle presented an odor of marijuana inside. In the vehicle was Tanner's girlfriend and a small child. Wilkins was transported to Dallas County Jail on the following charges: Possession of a Controlled Substance - Marijuana 1st, Possession of Drug Paraphernalia, Child Endangerment.

His name WAS NOT Inigo Montoya....

March 26th - Officer Gage Hawk and Officer Maggie Jennett were dispatched to 11428 Forest Avenue reference an assault. When Officers arrived, they learned that Anthony Jones and Marshawn Carr had gotten into a physical fight and Jones hit Carr with a sword cutting his hand. Jones was charged with Assault with a Deadly Weapon and transported to the Polk County Jail. Medics were called to assess Carr's injuries.



An arrest is not an indication of guilt. All suspects are presumed innocent until proven guilty in a court of law.

Speeding driver "Caught" on RING camera. Video goes viral.



March 3rd - A neighborhood speed complaint was caught on Ring Doorbell video, and provided to the police by the resident. The car in question was estimated to be traveling at 68 MPH before it skidded into the curb near another residence.

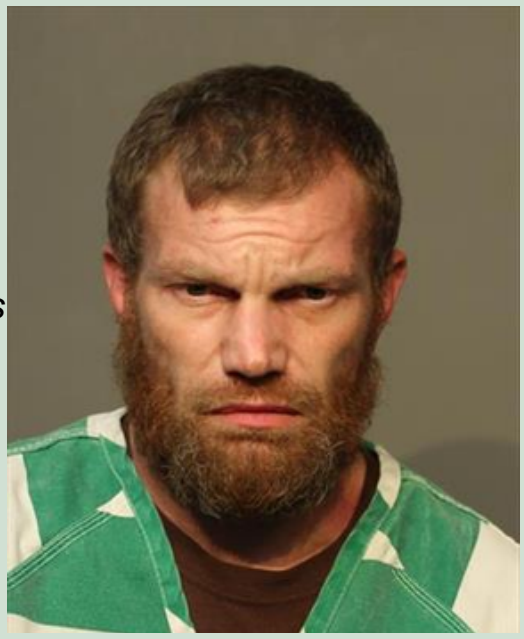
Officer Thayer was able to locate the driver whom she cited with Reckless Driving. Additional charges are pending. Neighborhood speeds are some of the most common violations we receive calls on. The video in this case was extremely important in locating and charging the driver. It was viewed over 769,000 times on social media, and shared accross the country.

Dogs Kept In Unsanitary Conditions Removed from Owner's Care



March 13 - Clive Police Officers responded to an animal abuse complaint in the 1200 block of Forest Court in Clive. The reporting party stated a Black Chevrolet pickup had been parked since 11:30 pm on the night of March 12th and had not moved. In the truck were multiple dogs with no food or water, living in filthy conditions.

Upon arrival, officers located the truck with two dogs and nine puppies inside. All of the animals were emaciated, and the conditions in the vehicle were unsanitary, with feces and urine throughout the cab. All of the animals were removed by officers and staff from Polk County Animal Control and were transported to Furry Friends Animal Refuge for evaluation and treatment.



Veterinary staff rated the animals a 2 on a scale of 0 to 9. This confirmed that they were, in fact, underweight, malnourished, and had not been receiving proper care from their owner. Police officers and staff at Furry Friends conferred with the Polk County Attorney's Office, and charges were approved for the owner of the animals.

Brian Bever, 41 years old, of Des Moines, was arrested and charged with eleven (11) counts of Animal Neglect – Serious Injury or Death, Iowa Code 717B3(3). He is currently being held at the Polk County jail.

An arrest is not an indication of guilt. All suspects are presumed innocent until proven guilty in a court of law.

Employee Spotlight



Officer Abby Boes

Officer Abby Boes began employment as a Clive Police Officer in June of 2023 following graduation from Iowa State University. In her short time here, Abby has quickly adapted to the Clive way of policing and she has proven herself through the investigations she conducts and how she interacts with residents, suspects, victims and co-workers. Abby works consistently at improving her abilities, especially in the area of Impaired Driving, and was selected to attend the rigorous Drug Recognition Expert course. In that role she is a subject matter expert in field sobriety testing and drug and alcohol impairment. Currently assigned to the afternoon shift of the patrol division, Abby has also used her calm demeanor and abilities to further many other investigations where drug trafficking are concerned. Abby serves as one of our social media team members and was awarded the 2025 Mothers Against Drunk Driving MADD Hero Award for her efforts in impaired driving enforcement.

Memo

TO: Mayor and Council members
FROM: Tieryn Potratz, Administrative Assistant
DATE: April 23, 2026
RE: Public Works Monthly Report - March 2026

SYNOPSIS:
Public Works Monthly Report - March 2026

Attachments:
1. March 2026 Monthly Report

Clive Public Works March 2026 Monthly Report

March Events

- **March 2nd—** Staff repaired a sewer leak.
- **March 4th—** Operations staff had an inner department training about PPE.
- **March 5th-6th—** IAWEA conference
- **March 11th—** AWWA Region 5 meeting in Newton. (Kurt Farlow attending)
- **March 12th—** IAMU training (Chase Berry, Zach Lewis, Jesse James, Andrew Peterson, and Jason Stevens attending)
- **March 23rd—** New engineer Colton Cunningham begins.
- **March 24th—** Public Works held our annual Employee Appreciation Event for all employees.
- **March 26th—** APWA Spring Conference (Landon Berry, Kevin Brown, Trent Christensen, Jon Cygan, Dan Felt, Jerry Freestone, John Goeller, Logan Haring, Zach Lewis, Jeff May, Matt McKinney, Jason Stevens, Rai Tokuhisa attending)
- **March 31st—** Trimble Training (Chase Berry, Josh Tatman, Colton Cunningham, Nolan Daft attending)

ROW Permits in March 2026

Type of permit	Number issued
Fiber	6
Cable Drop	64
Metro Right of way	3
Small wireless facilities	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: 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 was 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.

Phase 1A

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 intersection of Horizon opened on 11/7/25. The remainder of Alices Road opened to thru traffic on the Wednesday before Thanksgiving. The contractor did not finish the project in 2025. The roundabout at Boston and the remainder of Phase 1A will be completed in 2026. The contractor is working on hydrant extensions for the Waukee hydrants. The contractor will close Alice's Road on March 24th, 2026 to resume work on Phase 1A.

Phase 1B

Bids for Phase 1B were received on February 5, 2026 and the project was awarded to Mainline Construction, **in the amount of $2,611,078.91**, at the February 12, 2026 Council Meeting. The preconstruction meeting for this project is scheduled for March 30th. The contractor is planning on closing Alice's Road, except for local traffic, to start work on Phase 1B.

Phase 4

A project update will be on the March 23rd, 2026 Council agenda and a Professional Services Agreement (PSA) for Phase 4 final design will be presented to Council for consideration at the same meeting.

Funding Information

Waukee submitted STBG grant requests for this project and received $1.35M that was originally awarded to Phase 1 (1A & 1B). Clive submitted an STBG grant and received $500,000 for Phase 3 of the project. All Federal funding has been moved into Phase 4 to minimize costs associated with the use of federal funds. In addition Clive worked with Waukee to apply for a CPF grant that was originally requested by Waukee but moved to a Clive request with the moving of all Federal funding to Phase 4.

Project Funding (NOTE: All funding has been moved to Phase 4)

Phase 1 (Horizon to Douglas)	2022 STBG (FY26)	$ 750,000	(50% Clive/50% Waukee Split)
Phase 1 (Horizon to Douglas)	2023 STBG (FY27)	$ 600,000	(50% Clive/50% Waukee Split)
Phase 3 (Douglas to Berkshire)	2024 STBG (FY28)	$ 500,000	(100% Clive)
Phase 4 (Berkshire to Meredith)	2025 CPF (FY 26)	$1,000,000	(Split w/Waukee)
Phase 4 (Berkshire RAB)	2025 TSIP (FY 27)	$ 445,000	(Clive) (State Grant)

Current Schedule

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 was 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.

2025-26 POLICY AGENDA: 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 reviewed the report with City staff on September 25, 2025, and with Council at the November 20, 2025, workshop.

2025-26 POLICY AGENDA ACTIONS: LOW 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**.** Council accepted the Little Walnut Creek East Streambank improvements on Final acceptance of this project will be on November 13, 2025.

The East Trail project was awarded to Howrey Construction in the amount of $807,787.50 at the March 13, 2025, Council meeting. The contractor completed the trail and Council accepted the east trail improvements on January 8, 2026.

The vegetative management project that needs to be completed prior to the west streambank and west trail improvements was awarded at the January 1, 2026 Council meeting. The project is being managed by the Parks Department. The contractor is currently working on this project.

The City has stamped plans for the west stream bank improvements and the west trail. The draft prospectus for the Mitigation Banking Insturment 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. **The floodplain permit has been submitted for the project and staff is waiting for a determination on whether a separate floodplain permit is needed for the trail bridge. The 401/404 permit should be submitted in the next couple of weeks. Once the permits are approved, we will be able to go out for bids for the west streambank work.**

Current Construction Schedule:	East Streambank work	Accepted at 11/13/25 Council Meeting
	East Trail reconstruction	Accepted at 1/8/26 Council Meeting
	Vegetative Management	Awarded at 1/8/26 Council Meeting
	Trail Bridge	2026
	West Streambank work	2026-27
	West Trail construction	2028

2025-26 MANAGEMENT AGENDA: 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 was 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. As of this time, the City's RAISE Grant has not been approved. The first phase of this project was let on July 16, 2024. The contractor is finishing work on Stage 1 of the project. The trial has been closed and will be closed through 2025. Phase 2 of the project has been let and awarded. The southbound on-ramp from Hickman to I35/80 and the southbound off-ramp from I35/80 to University were closed on Monday, April 21, 2025, and were reopened September 4, 2025. The northbound on-ramp from Hickman to I35/80 was 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 ramps were re-opened in March of 2026. The contractor has completed**

setting girders which required the closing of Hickman. The DOT has stated there will be some lane closures on Hickman for work on the bridges, but no more full closures. The contractor is now working on Phase 2.

2025-26 MANAGEMENT AGENDA: 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:

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 completed review of the 90% plans for Phase 1, from west of I35/80 to the west/northwest. The Consultant has completed the private easement acquisitions for Phase 1. The City approved the easement acquisitions the WRA needed from the City at the August 28, 2025, Council meeting. Phase 1 was let on November 18, 2025 and was awarded to Langman Construction. Langman has completed the clearing and grubbing in Clive and is working to complete the NW 128th Street bore. They plan to start boring Hickman in April. **Langman is currently installing pipe behind Menards and plans to cross the bike trail behind Menard's starting the week of April 20,2026. Langman will also install the Hickman boring pit the week of April 20,2026 with the plan to start boring under Hickman the week of April 27,2026.**

Staff reached an agreement on the payment for trees and the City will receive $165,746. Now that clearing and grubbing has been completed**, Staff has submitted a letter requesting payment for the trees**.

The 60% plans for Phase 2 were received, and staff reviewed and submitted comments to the consultant. The Phase 2 letting planned for late 2026.

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. An estimate for the work was included in the proposed 2025 CIP.

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. Staff has started collecting

data. We need more snow to collect additional data.

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.

2024-25 MANAGEMENT IN PROGESS

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. **The policy has been finalized and approved.**

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. **The Water Resource Engineer has submitted a draft report and staff is reviewing the report.**

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 finalizing the draft report.

MS4: 2025 Annual Reporting, Annual Inspection, Process Improvement (RT) – Staff has submitted the 2025 report.

Development Infrastructure Polices/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. This is planned for the summer of 2026.

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

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. Staff is working on the plans and specifications for this project.

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. **This project has been completed. All City owned street lights are now 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) **–** The countdown signals at NW 138th and University have been installed.

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. The contractor completed the work and Council accepted the improvements on January 8, 2026.

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. The contractor has completed the work and final closeout remains.

(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 work on this project. The contractor completed the work and Council accepted the improvements on December 12, 2025.

2026 Annual Pavement Rehabilitation Projects (JH/JC) – **(A) Residential PCC Patching** – The 2026 project targets the area east of NW 156th and north of Hickman. Bids were received on February 5, 2026 and the Project was awarded to The Concrete Company, in the amount of $479,333.50, at the February 12, 2026 Council Meeting. **(B) Arterial PCC Patching –** The 2026 project will target University between NW 128th and Lake Pointe and Swanson Boulevard. The City received bids for the project on March 5, 2026 and the project was awarded to I-80 Concrete, in the amount of 439,150.00, at the March 12, 2026 Council Meeting. **(C) Asphalt Overlay** – The 2026 project will target the Country Club West area. Bids were received on February 5, 2026 and the Project was awarded to Des Moines Asphalt, in the amount of $902,983.28, at the February 12, 2026 Council Meeting**.**

Emerald Isle Drive Reconstruction (JH/JC) – The developer plans to complete the sanitary sewer connection for the car wash this year. Emerald Isle has been opened to traffic. The City accepted the improvements at the November 13, 2025 Council meeting.

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**.** This project has been completed.

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. Staff is completing a review of Accujet's work and is finalizing the identification of the deficiencies. Staff is also working with the City's legal staff to call the bond on the project to have the work completed. In addition staff has discovered some areas where the lining was installed by AccuJet is failing and is currently working with Hydro-Klean to address the issues.

2025-26 Annual Sewer Lining Program (JM) – The Public Hearing was set at the October 23, 2025 City Council Meeting. Bids were received on November 18, 2025 and the project was awarded to Hydro-Klean, LLC, in the amount of $147,031.20 at the December 11, 2025, City Council meeting. The contractor has completed the cleaning work on the project. The project was accepted at the March 12, 2026 Council Meeting.

NW 114th Street Reconstruction (JH/JC) – This project included the reconstruction of NW 111th /NW 114th from where the pavement currently narrows, west and south to the Walnut Creek bridge. The reconstruction included the addition of a turning lane. Staff met with the 3 impacted businesses. Staff completed the final design for this project and bids were received on January 25, 2024. The 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 completed stage 1 and stage 2 in 2024. The delays caused by MidAmerican resulted in stage 3 being completed in the spring/summer of 2025. The contractor closed NW 114th Street on March 31st, 2025 and completed the work in July 2025. The project was accepted at the January 29, 2026 Council meeting.

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 has completed this project.**

Public Works Security Camera Installation and Public Works Entrance Improvements: (JM/JS) – **Public Works has finished the entrance improvements. All but one camera has been installed. The installation of the one camera is being held up by roof maintenance.**

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. Final close out remains.

Harbach Boulevard Reconstruction Phase 2 – 82nd to 86th: Design, Construction & ROW Acquisition (JH/JC) – This project was delayed to allow coordination with the Linnan Park improvements. The conceptual design of this section of Harbach was by a consultant as part of the Linnan Park improvements design. Engineering completed the final design of the project. The Public Hearing was set at the January 29, 2026 Council meeting and bids were received on March 5, 2026. The project was awarded to Sternquist Construction, in the amount of $2,700,344.00, at the March 12, 2026 Council meeting.

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. This project was accepted at the November 13, 2025 Council meeting.

NW 78th & NW 80th Watermain Replacement Design: (JH/JC) - **Engineering has started the design on this project. The project is tentatively 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 was accepted at the January 8, 2026 Council meeting.

NW 156th and Hickman ADA Improvements: (JH/JC) - This project is needed to bring the NW 156th Street intersection into ADA compliance. Council approved a PSA for design and construction services at the February 26, 2026, Council meeting. The kickoff meeting is scheduled for March 23, 2026 with construction planned in 2026. Snyder is working on the design.

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 has been completed. This project was accepted at the November 13, 2025 Council meeting.

Automatic Valves at Hawthorn, NW 86th and NW 118th – Replace valves and vaults – (KF) **–** 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 has completed the repairs.

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. This project was accepted at the December 11, 2025 Council meeting.

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. **Engineering has finalized the design of the project. Bids were received on March 5, 2026 and the project was awarded to Grimes Asphalt, in the amount of $222,674.00, at the March 12, 2026 Council meeting.**

Little Walnut Creek Stream Bank Restoration East of Alice's Road: (RT/JS) **–** This project included the stabilization of the Little Walnut Creek streambanks, east of Alice's Road. This project was accepted at the November 13, 2025 Council meeting.

Memo

TO: Mayor and Council members
FROM: Elizabeth Hansen, Director of Administrative Services
DATE: April 23, 2026
RE: Treasurer's Report - March 2026

SYNOPSIS:
Please see the attached report.

Attachments:
1. Mar 26 Treasurer's Report

To the Mayor and City Council:

TREASURER'S MONTHLY REPORT - CITY OF CLIVE

March 31, 2026

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

CASH

FUND	Clerks' Balance Last Report	Revenue	Expenditures	Flex PR Clearing -Net Change	Clerk's Balance	Outstanding Checks	Treasurer's Balance
GENERAL	9,157,913.29	1,028,436.87	1,461,229.67	4,807.37	8,729,927.86	70,302.12	8,659,625.74
ROAD USE	2,176,174.08	176,554.24	107,648.73	-	2,245,079.59	1,898.91	2,243,180.68
LOCAL OPTION SALES TAX	2,112,890.43	308,835.69	0.00	-	2,421,726.12	-	2,421,726.12
TIF	1,447,402.41	226,884.41	0.00	-	1,674,286.82	-	1,674,286.82
POLICE K-9	5,078.86	0.00	792.49	-	4,286.37	-	4,286.37
TRUST & AGENCY	2,989,727.81	90,141.74	254,014.60	-	2,825,854.95	31,456.41	2,794,398.54
POLICE SEIZURES	30,646.74	0.00	1,919.76	-	28,726.98	-	28,726.98
DEBT SERVICE	2,127,183.49	114,361.25	0.00	-	2,241,544.74	-	2,241,544.74
CAPITAL PROJECTS	36,980,015.96	220,677.45	1,258,885.68	-	35,941,807.73	212,867.75	35,728,939.98
SPECIAL ASSESSMENT	0.00	0.00	0.00	-	0.00	-	0.00
WATER UTILITY	8,709,628.15	408,092.53	300,631.13	-	8,817,089.55	3,464.56	8,813,624.99
WATER UTILITY DEPOSIT	375,586.32	2,500.00	1,241.84	-	376,844.48	1,722.98	375,121.50
WATER IMPROVEMENT	7,988.15	0.00	0.00	-	7,988.15	-	7,988.15
SEWER UTILITY	6,964,159.63	347,973.45	218,591.71	-	7,093,541.37	2,441.79	7,091,099.58
STORM WATER	1,117,534.26	163,166.68	37,754.97	-	1,242,945.97	19,174.78	1,223,771.19
INTERNAL SERVICES	1,136,528.77	5,266.01	60,451.14	-	1,081,343.64	9,279.71	1,072,063.93
SUBTOTAL	75,338,458.35	3,092,890.32	3,703,161.72	4,807.37	74,732,994.32	352,609.01	74,380,385.31
PETTY CASH	700.00	0.00			700.00		700.00
TOTAL COMB CASH	75,339,158.35	3,092,890.32	3,703,161.72	4,807.37	74,733,694.32	352,609.01	74,381,085.31
EBS- PSF FUNDING	346,858.67	0.00	0.00	-	346,858.67	-	346,858.67
EBS- FLEX FUNDING*	94,468.92	0.00	0.00	-	94,468.92	-	94,468.92
GRAND TOTAL	75,686,017.02	3,092,890.32	3,703,161.72	4,807.37	75,080,552.99	352,609.01	74,727,943.98

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

Finance Manager

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

Elizabeth A. Hansen

Director of Administrative Services/ Treasurer

CITY OF CLIVE
COMBINED CASH INVESTMENT
MARCH 31, 2026

COMBINED CASH ACCOUNTS

999-10100	CASH	74,704,605.28	
999-10101	PETTY CASH	700.00	
999-10106	EBS- PSF	346,858.67	
999-10110	XPRESS DEPOSIT ACCOUNT	28,389.04	
	TOTAL COMBINED CASH		75,080,552.99
	TOTAL ALLOCATED CASH		(75,080,552.99)
	TOTAL UNALLOCATED CASH		.00

CASH ALLOCATION RECONCILIATION

1	ALLOCATION TO GENERAL FUND		8,729,927.86
110	ALLOCATION TO ROAD USE TAX		2,245,079.59
121	ALLOCATION TO LOCAL OPTION SALES TAX		2,421,726.12
123	ALLOCATION TO TIF FUND		1,674,286.82
167	ALLOCATION TO POLICE K9	4,286.37	
168	ALLOCATION TO T & A FUND - BENEFITS & INSUR	2,772,155.63	
169	ALLOCATION TO T & A FUND - LIBRARY	24,586.01	
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		3,176,999.99
178	ALLOCATION TO POLICE SEIZURES		28,726.98
200	ALLOCATION TO DEBT SERVICE		2,241,544.74
330	ALLOCATION TO CAP PJTS - TIF PROJECTS	18,263.39	
332	ALLOCATION TO CAP PJTS - SOIL QUALITY RES	20,524.34	
334	ALLOCATION TO CAP PJTS-TRAFFIC IMPROVE & SAF	605,474.69	
335	ALLOCATION TO CAP PJTS - SW PAY IN LIEU	183,374.42	
337	ALLOCATION TO CAP PJTS - PUBLIC SAFETY FACIL	24,839.15	
338	ALLOCATION TO CAP PJTS - PW ROOF AND DOORS	24,938.60	
339	ALLOCATION TO CAP PJTS -NW 86TH LAND ACQ	81,698.85	
341	ALLOCATION TO CAP PJTS - FLOOD ALERT	38,330.39	
342	ALLOCATION TO CAP PJTS - FLOOD PRONE PROPERT	2,024,073.74	
344	ALLOCATION TO CAP PJTS - 2015 CENSUS	(8,249.99)	
345	ALLOCATION TO CAP PJTS - EMERALD ISLE DEVEL	(495,977.13)	
346	ALLOCATION TO CAP PJTS - 2022 HMGP SUBAWARD	506,423.50	
348	ALLOCATION TO CAP PJTS - FLD BUYOUT TEMP PK	179,757.72	
349	ALLOCATION TO CAP PJTS - UNIV BLVD FLD MIT	(122,930.00)	
350	ALLOCATION TO CAP PJTS- CITY FACILITY IMPR	1,158,066.04	
354	ALLOCATION TO CAP PJTS -2025 FIRE ENGINE	874,273.82	
356	ALLOCATION TO CAP PJTS - WEST PET	18,618.91	
357	ALLOCATION TO CAP PJTS - WATER RESOURCE GRTS	3,518.38	
358	ALLOCATION TO CAP PJTS - TREE SALE	19,638.30	
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	191,394.90	
372	ALLOCATION TO CAP PJTS -CANARY PARK DEVELOP	21,859.22	
374	ALLOCATION TO CAP PJTS - GREENBELT LANDING	522,371.23	
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	39,622.00	
387	ALLOCATION TO CAP PJTS - LINNAN PK	2,486,349.11	
389	ALLOCATION TO CAP PJTS - LITTLE WALNUT CREEK	7,872,216.03	
390	ALLOCATION TO CAP PJTS - CIRKSENA PARK	(683.93)	
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	4,844.44	
395	ALLOCATION TO CAP PJTS - HARBACH RECON	996,681.85	
396	ALLOCATION TO CAP PJTS - NW 128TH & HICKMAN	881,130.67	
399	ALLOCATION TO CAP PJTS - NW161ST/HICKMAN RD	139,765.00	
400	ALLOCATION TO CAP PJTS - NW161ST/HICKMAN LP	646,738.19	
427	ALLOCATION TO CAP PJTS - STORM WATER CAPITAL	618,721.06	
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	357,094.50	
435	ALLOCATION TO CAP PJTS - WATER CAPITAL	546,186.17	
436	ALLOCATION TO CAP PJTS - UNIV BLVD PUMP STAT	115,408.00	
440	ALLOCATION TO CAP PJTS -ALICES RD PH1 (1A)	2,574,603.34	
441	ALLOCATION TO CAP PJTS -ALICES RD PH1 (1B)	6,715,613.79	
442	ALLOCATION TO CAP PJTS -ALICES RD PHASE 2	1,354,433.88	
445	ALLOCATION TO CAP PJTS -ALICES RD PHASE 5	(127,928.28)	
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	3,538,290.61	
468	ALLOCATION TO CAP PJTS - N NEIGHBOR ST LIGHT	2,656.01	
471	ALLOCATION TO CAP PJTS - 111TH & HICKMAN INT	(137,703.17)	
476	ALLOCATION TO CAP PJTS - FRANCHISE ST PROJ	(743,633.32)	
482	ALLOCATION TO CAP PJTS-DEVELOPMENT PLANNING	8,289.65	
485	ALLOCATION TO CAP PJTS - PUBLIC ART CAPITAL	77,243.78	
487	ALLOCATION TO FUND 487	18,000.00	
	TOTAL PROJECTS		35,941,807.73
	TOTAL SPECIAL ASSESMENTS		.00
600	ALLOCATION TO WATER UTILITY FUND	8,817,089.55	
601	ALLOCATION TO WATER UTILITY DEPOSIT FUND	376,844.48	
604	ALLOCATION TO WATER IMPROVEMENT FUND	7,988.15	
610	ALLOCATION TO SEWER UTILITY FUND	7,093,541.37	
740	ALLOCATION TO STORM WATER FUND	1,242,945.97	
810	ALLOCATION TO INTERNAL SERVICE FUND	1,574,040.64	
820	ALLOCATION TO INTERNAL SERVICE FUND	(492,697.00)	
830	ALLOCATION TO PETTY CASH FUND	700.00	
	TOTAL		18,620,453.16
	TOTAL ESCROW ACCOUNT		.00
	TOTAL ALLOCATIONS TO OTHER FUNDS		75,080,552.99
	ALLOCATION FROM COMBINED CASH FUND - 999-10111		(75,080,552.99)
	ZERO PROOF IF ALLOCATIONS BALANCE		.00

Memo

TO: Mayor and Council members
FROM: Matthew Graham, City Clerk
DATE: April 23, 2026
RE: Approve 04/09/2026 City Council Minutes

SYNOPSIS:

Attachments:
1. cc Minutes 04_09_2026

CLIVE CITY COUNCIL MEETING MINUTES
REGULAR MEETING
APRIL 9, 2026
CITY HALL COUNCIL CHAMBERS

Call to Order/Roll Call/Pledge of Allegiance
Mayor Edwards presided and called the meeting to order at 6:00 p.m. Council Members present were: Ted Weaver, Susan Judkins, Eric Klein, Breanne Hocker, Sadie Gasparotto. Absent: None. Public access was available in person at City Hall and electronically via Zoom. Access information was included with the posted agenda and on the City's website.

Approval of the Agenda
Eric Klein moved approval, seconded by Ted Weaver. Roll Call: Ayes: Ted Weaver, Susan Judkins, Eric Klein, Breanne Hocker, Sadie Gasparotto. Nays: None. Abstained: None. Motion carried.

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

Presentation
1. BRAVO Greater Des Moines Annual Update - President, Sally Dix
2. West Des Moines Community School District Annual Update - Superintendent, Dr. Matt Adams
3. Staff Recognition - Jim Hagelie, Engineering Administrator

Consent Items
Eric Klein moved approval, seconded by Ted Weaver. Roll Call: Ayes: Ted Weaver, Susan Judkins, Eric Klein, Breanne Hocker, Sadie Gasparotto. Nays: None. Abstained: None. Motion carried. 1. City Manager Memo; 2. Approve 03/26/2026 City Council Minutes (Tax Hearing); 3. Approve 03/26/2026 City Council Minutes; 4. Bill List; 5. Approve Retail Device Sales License Renewal Application - Greenleaf Tobacco & Vape - 1300 NW 100th Street, Unit B; 6. Approve Retail Tobacco Sales License Renewal Application - Fareway #106 - 10151 University Avenue; 7. Approve Retail Tobacco Sales License Renewal Application - Fareway #233 - 16035 Hickman Road; 8. Approve Retail Tobacco Sales License Renewal Application - Kwik Star 1702 - 16050 Hickman Road; 9. Approve Retail Tobacco Sales License Renewal Application - Maverik 5394 - 15590 Hickman Road; 10. Approve Retail Tobacco Sales License Renewal Application - Maverik 5018 - 1725 NW 86th Street; 11. Approve Retail Tobacco Sales License Renewal Application - Greenleaf Tobacco & Vape - 1300 NW 100th Street, Unit B (Items 5 and 11 were duplicate agenda entries for the same license); 12. **Resolution 2026-082** Approving Change Order #1 - Sternquist Construction - Harbach Blvd Phase 2 Reconstruction - $495.00; 13. Approve Pay Request #1 - Mainline Construction - Alice's Road Reconstruction Phase 1B - $49,785.25; 14. Approve Pay Request #3 - Elite Glass & Metal - City Hall Remodel Phase 2 Project - $69,250.93; 15. Approve Pay Request #6 - Keystone Construction - City Hall Remodel Phase 2 Project - $115,262.10; 16. Approve Pay Request #7 - Burkett Construction - Linnan Park Construction Project - $92,186.10; 17. Approve Pay Request #7 - Cunningham, Inc. - City Hall Remodel Phase 2 Project - $26,705.34; 18. Approve Pay Request #7 - NAI Electrical - City Hall Remodel Phase 2 Project - $8,856.99; 19. Approve Pay Request #7 - On Track Construction, LLC - Linnan Park Construction Project - $93,538.07; 20. Approve Pay Request #9 - Hansen Company - Linnan Park Construction Project - $42,900.86; 21. Approve Pay Request #10 - Concrete Technologies Inc. - Alice's Road Reconstruction Phase 1A - $89,768.63; 22. Approve Pay Request #15 - On Track Construction - Greenbelt Landing Construction Project - $107,896.25; 23. Approve Pay Request #17 - Air-Con Mechanical Corp. - Greenbelt Landing Construction Project - $2,788.39; 24. Approve Pay Request #18 - Central Iowa Mechanical - Greenbelt Landing Construction Project - $6,806.46; 25. Approve Pay Request #18 - Keystone Construction - Greenbelt Landing Construction Project - $42,100.55;

26. Approve Pay Request #23 - Snyder & Associates - Alice's Road Reconstruction - Phase 1 - Design - $60,241.95; 27. Approve Purchase - Stivers Ford Lincoln - Water Utility Truck #734 and Engineering Inspector Trucks #707 and #708 - Public Works - $110,814.00; 28. Approve Purchase - American Signal - Variable Message Signs #753 and #754 - Public Works - $31,792.00; 29. Approve Purchase - Stew Hansen - Fleet Truck #747 - Public Works - $43,016.00; 30. Approve Purchase - Stew Hansen - Water Utility Truck #736 - Public Works - $48,971.00; 31. **Resolution 2026-083** Approving 2026-2027 Public Works Mowing Contract - Up Cut Lawn Care - Public Works; 32. **Resolution 2026-084** Approving 2026-2027 Parks Mowing Service Agreement - ADA Mowing; 33. **Resolution 2026-085** Approving Professional Service Agreement with MercyOne Medical Group; 34. Motion to Approve Iowa DOT's Hickman Road Project Detour Compensation - $38,637.05; 35. **Resolution 2026-086** Approving 5-Year Agreement with the IDOT for Maintenance and Repair of Primary Roads - 7/1/26 to 6/30/31; 36. **Resolution 2026-087** Accepting 1st Amendment to Surface Water Flowage Easement for Deer Ridge West Plat 3, Lot 73 - 15117 Buena Vista Drive; 37. **Resolution 2026-088** Accepting 1st Amendment to Sanitary Sewer Easement for Country Club West Plat 4, Lot 49 - 14771 Wildwood Drive; 38. **Resolution 2026-089** Setting Public Hearing (04/23/2026, 6:00 p.m.) - FY25/26 Budget Amendment #1; 39. **Resolution 2026-090** Setting Public Hearing (04/23/2026, 6:00 p.m.) - 2025 Sidewalk Repair Program (Special Assessments); 40. **Resolution 2026-091 through Resolution 2026-102** Approving FY26 Budget Transfers (listing in packet); 41. Receive and File 2025 Biennial Bridge Inspection Report; 42. Approve Health, Dental, and Vision Insurance for Employee Contributions and Authorize City Manager to Execute Benefits; 43. **Resolution 2026-103** Approving Part-time Fire Pay Scales; 44. **Resolution 2026-104** Approving Wage and Salary Levels.
Action Items

1. **Public Hearing - FY 2026-27 Budget.** Notice of the public hearing was published on March 30, 2026, in the Des Moines Register. Director of Administrative Services Elizabeth Hansen presented the matter to the Council and recommended approval. Eric Klein moved to close the public hearing, seconded by Susan Judkins. Roll Call: Ayes: Ted Weaver, Susan Judkins, Eric Klein, Breanne Hocker, Sadie Gasparotto. Nays: None. Abstained: None. Motion carried.
    a. **Resolution 2026-105 Approving FY 2026-27 Budget.** Eric Klein moved approval, seconded by Susan Judkins. Roll Call: Ayes: Ted Weaver, Susan Judkins, Eric Klein, Breanne Hocker, Sadie Gasparotto. Nays: None. Abstained: None. Motion carried.

2. **General Obligation Corporate Purpose Bonds, Series 2026A.** Director of Administrative Services Elizabeth Hansen presented the matter to the Council and recommended approval of the resolution setting the sale date.
    a. **Resolution 2026-106 Setting the Sale Date for 04/23/2026, 6:00 p.m. for the General Obligation Corporate Purpose Bonds, Series 2026A and Authorizing the Use of Preliminary Official Statement in Connection Therewith.** Ted Weaver moved approval, seconded by Breanne Hocker. Roll Call: Ayes: Ted Weaver, Susan Judkins, Eric Klein, Breanne Hocker, Sadie Gasparotto. Nays: None. Abstained: None. Motion carried.

3. **FY 2026-27 Utility Rate Adjustments**. Director of Administrative Services Elizabeth Hansen presented the matter to the Council and recommended approval of the operative ordinances.
    a. **2nd Consideration of Proposed Ordinance No. 1175 pertaining to Water Rates.** Ted Weaver moved approval, seconded by Breanne Hocker. Roll Call: Ayes: Ted Weaver, Susan Judkins, Eric Klein, Breanne Hocker, Sadie Gasparotto. Nays: None. Abstained: None. Motion carried.
    b. **2nd Consideration of Proposed Ordinance No. 1176 pertaining to Sewer Rates.** Ted Weaver moved approval, seconded by Breanne Hocker. Roll Call: Ayes: Ted Weaver, Susan Judkins, Eric Klein, Breanne Hocker, Sadie Gasparotto. Nays: None. Abstained: None. Motion carried.

c. **2nd Consideration of Proposed Ordinance No. 1177 pertaining to Stormwater Rates**. Ted Weaver moved approval, seconded by Breanne Hocker. Roll Call: Ayes: Ted Weaver, Susan Judkins, Eric Klein, Breanne Hocker, Sadie Gasparotto. Nays: None. Abstained: None. Motion carried.

4. **2nd Consideration of Proposed Ordinance 1174 Amending Provisions of Title 10 Building Regulations.** Construction Services Administrator Ryan Mayer presented the matter to the Council and recommended approval. Ted Weaver moved approval, seconded by Eric Klein. Roll Call: Ayes: Ted Weaver, Susan Judkins, Eric Klein, Breanne Hocker, Sadie Gasparotto. Nays: None. Abstained: None. Motion carried. Construction Services Administrator Ryan Mayer further discussed and sought Council feedback regarding instituting a roof construction permitting program.

Discussion

1. **Police K9 Update and fundraising plan for continuation of program.** Police Chief Mark Rehberg presented the matter to the Council and facilitated discussion.

Correspondence

1. Notice of Meeting to Consider Voluntary Annexation Within an Urbanized Area

Reports

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

The meeting was adjourned at 8:00 p.m.

_____
Matthew D. Graham, City Clerk

_____
John D. Edwards, Mayor

Memo

TO: Mayor and Council members
FROM: Matthew Graham, City Clerk
DATE: April 23, 2026
RE: Bill List

SYNOPSIS:

Attachments:
1. scan_juliej_2026-04-20-11-58-29

Date Paid	Vendor Name	Description	Amount Paid
04/17/2026	AFLAC	CURRENT PAY WITHHOLDING AFLAC PRE TAX Pay Period: 04/11/2026	91.32
04/20/2026	AIA CORPORATION	PETERSON UNIFORM ALLOWANCE	39.30
04/09/2026	AIR-CON MECHANICAL CORP	GREENBELT LANDING PRJCT PAY REQ 17	2,788.39
04/20/2026	ALLENDER BUTZKE ENGINEERS INC	LINNAN PARK CONSTRUCTION ENGINEERING	455.68
04/20/2026	ALLENDER BUTZKE ENGINEERS INC	LINNAN PARK CONSTRUCTION ENGINEERING	892.36
04/20/2026	AMAZON CAPITAL SERVICES	LIBRARY MEDIA	79.94
04/20/2026	AMAZON CAPITAL SERVICES	WALL MOUNTS	70.46
04/20/2026	AMAZON CAPITAL SERVICES	ADULT PROGRAM SUPPLIES	36.08
04/20/2026	AMAZON CAPITAL SERVICES	ADULT PROGRAM SUPPLIES HARBACH	50.20
04/20/2026	AMAZON CAPITAL SERVICES	ADULT LIBRARY BKS CC	161.08
04/20/2026	AMAZON CAPITAL SERVICES	UNIFORM ALLOW - M. COLEMAN	186.99
04/20/2026	AMAZON CAPITAL SERVICES	ADULT PROGRAM SUPPLIES	49.11
04/20/2026	AMAZON CAPITAL SERVICES	CREDIT-ADULT LIBRARY BOOKS	16.50-
04/20/2026	AMAZON CAPITAL SERVICES	OFFICE SUPPLIES	31.76
04/20/2026	AMAZON CAPITAL SERVICES	ADULT PROGRAM SUPPLIES	19.99
04/20/2026	AMAZON CAPITAL SERVICES	ADULT LIBRARY BOOKS CREDIT	11.99-
04/20/2026	AMAZON CAPITAL SERVICES	CREDIT ADULT LIBRARY BOOKS	24.99-
04/20/2026	AMAZON CAPITAL SERVICES	CHILDREN BOOKS	6.81
04/20/2026	AMAZON CAPITAL SERVICES	CHILDREN BOOKS	6.81
04/20/2026	AMAZON CAPITAL SERVICES	TECH CABINET	156.90
04/20/2026	AMAZON CAPITAL SERVICES	FLAG POLE RINGS	123.09
04/20/2026	AMAZON CAPITAL SERVICES	LIBRARY MEDIA CC	38.98
04/20/2026	AMAZON CAPITAL SERVICES	ADULT LIBRARY BKS CC	161.70
04/20/2026	AMAZON CAPITAL SERVICES	ADULT LIBRARY BOOKS	154.44
04/20/2026	AMAZON CAPITAL SERVICES	SCISSORS	9.99
04/20/2026	AMAZON CAPITAL SERVICES	FIRST AID KIT REFILL	9.58
04/20/2026	AMAZON CAPITAL SERVICES	PRINTER INK	320.67
04/20/2026	AMAZON CAPITAL SERVICES	CREDIT ADULT FICTION BOOKS	13.13-
04/20/2026	AMAZON CAPITAL SERVICES	UV LIGHT / DRUG DISPOSAL CONTAINER	126.42
04/20/2026	AMAZON CAPITAL SERVICES	LIBRARY MEDIA	24.49
04/20/2026	AMAZON CAPITAL SERVICES	ADULT LIBRARY BOOKS	9.26
04/20/2026	AMAZON CAPITAL SERVICES	ADULT LIBRARY BKS CC	123.04
04/20/2026	AMAZON CAPITAL SERVICES	ADULT FICTION BOOKS	396.96
04/20/2026	AMAZON CAPITAL SERVICES	CHEMICAL SPILL KIT	111.98
04/20/2026	AMAZON CAPITAL SERVICES	LIBRARY MEDIA	24.47
04/20/2026	AMAZON CAPITAL SERVICES	LIBRARY MEDIA CREDIT	.01-
04/20/2026	AMAZON CAPITAL SERVICES	OFFICE SUPPLIES	13.30
04/20/2026	AMAZON CAPITAL SERVICES	LOCKS FOR SECURING TRAINING HOUSES	44.99
04/20/2026	AMAZON CAPITAL SERVICES	LIBRARY MEDIA	35.95
04/20/2026	AMAZON CAPITAL SERVICES	ADULT FICTION BOOKS	317.15
04/20/2026	AMAZON CAPITAL SERVICES	ADULT LIBRARY BKS CC	16.50
04/20/2026	AMAZON CAPITAL SERVICES	ADULT LIBRARY BOOKS	82.22
04/20/2026	AMAZON CAPITAL SERVICES	BATTERIES	100.93
04/20/2026	AMAZON CAPITAL SERVICES	ADULT LIBRARY BOOKS	588.60
04/20/2026	AMAZON CAPITAL SERVICES	RENOVATION PATCH CORDS	27.18
04/20/2026	AMAZON CAPITAL SERVICES	SMOKE DETECTOR POLE TESTER	92.86
04/20/2026	AMAZON CAPITAL SERVICES	HARDWARE ORGANIZER & SOCKET SET	45.86
04/20/2026	AMAZON CAPITAL SERVICES	OFFICE SUPPLIES	88.68
04/20/2026	AMAZON CAPITAL SERVICES	FIRST AID KIT REFILL ITEMS	42.14
04/20/2026	AMAZON CAPITAL SERVICES	CLOTHING ALLOWANCE - ANNIS	172.66
04/20/2026	AMAZON CAPITAL SERVICES	ADULT FICTION BOOKS HARBACH	33.79
04/20/2026	AMAZON CAPITAL SERVICES	ADULT LIBRARY BOOKS	153.95
04/20/2026	AMAZON CAPITAL SERVICES	COTTON SWABS FOR FIRST AID KIT	9.49
04/20/2026	AMAZON CAPITAL SERVICES	LIFEGUARD TRAINING CPR VALVES	72.00
04/20/2026	AMAZON CAPITAL SERVICES	ADULT LIBRARY BOOKS	128.28
04/20/2026	AMAZON CAPITAL SERVICES	LIBRARY MEDIA	14.96
04/20/2026	AMAZON CAPITAL SERVICES	CREDIT ADULT LIBRARY BOOKS	41.14-
04/20/2026	AMAZON CAPITAL SERVICES	REFUND UNIFORM ALLOW - M. COLEMAN	186.99-

Date Paid	Vendor Name	Description	Amount Paid
04/20/2026	AMAZON CAPITAL SERVICES	ADULT PROGRAM SUPPLIES HARBACH	12.98
04/20/2026	AMAZON CAPITAL SERVICES	VEHICLE MAINT	89.89
04/20/2026	AMAZON CAPITAL SERVICES	LABEL TAPE	14.99
04/20/2026	AMAZON CAPITAL SERVICES	FLOOD PLAN BINDER DIVIDER	6.90
04/20/2026	AMAZON CAPITAL SERVICES	ADULT LIBRARY BOOKS	93.65
04/20/2026	AMAZON CAPITAL SERVICES	CREDIT ADULT LIBRARY BOOKS	30.60-
04/20/2026	AMAZON CAPITAL SERVICES	ADULT LIBRARY BOOKS	78.27
04/20/2026	AMAZON CAPITAL SERVICES	LIBRARY MEDIA	27.99
04/20/2026	AMAZON CAPITAL SERVICES	K. DAVIS BOOTS - UNIFORM ALLOWANCE	99.99
04/20/2026	AMAZON CAPITAL SERVICES	LIBRARY MEDIA	19.96
04/20/2026	AMAZON CAPITAL SERVICES	ADULT LIBRARY BOOKS	400.45
04/20/2026	AMAZON CAPITAL SERVICES	OFFICE SUPPLIES	170.66
04/20/2026	AMAZON CAPITAL SERVICES	HEADSET	88.69
04/20/2026	AMAZON CAPITAL SERVICES	HARDWARE	249.78
04/20/2026	AMAZON CAPITAL SERVICES	CHILDREN	32.50
04/20/2026	AMAZON CAPITAL SERVICES	LIBRARY MEDIA	104.70
04/20/2026	AMAZON CAPITAL SERVICES	LAMINATION SUPPLIES	96.49
04/20/2026	AMAZON CAPITAL SERVICES	DOOR CLOSERS	517.53
04/20/2026	AMAZON CAPITAL SERVICES	CREDIT ADULT PROGRAM SUPPLIES	24.99-
04/17/2026	AMERITAS LIFE INSURANCE GRP- VISION	CURRENT PAY WITHHOLDING VISION INSURANCE Pay Period: 04/11/2026	530.48
04/20/2026	ARNOLD MOTOR SUPPLY	CREDIT	39.40-
04/20/2026	ARNOLD MOTOR SUPPLY	PARTS	149.02
04/20/2026	ARNOLD MOTOR SUPPLY	HYDRAULIC COUPLER	33.75
04/20/2026	ARNOLD MOTOR SUPPLY	HYDRAULIC PLUGS	13.50
04/20/2026	ARNOLD MOTOR SUPPLY	HYDRAULIC PLUGS	6.75
04/20/2026	ARNOLD MOTOR SUPPLY	#759 PARTS	86.74
04/20/2026	ARNOLD MOTOR SUPPLY	HYDRAULIC COUPLER PLUGS	13.50
04/20/2026	ARNOLD MOTOR SUPPLY	VEHICLE MAINT	17.53
04/20/2026	ARNOLD MOTOR SUPPLY	SMALL ENGINE SUPPLIER	113.00
04/20/2026	ARNOLD MOTOR SUPPLY	SAW TRAILER WATER PUMP	4.06
04/20/2026	ARNOLD MOTOR SUPPLY	PARTS	7.66
04/20/2026	ARNOLD MOTOR SUPPLY	PARTS	209.36
04/20/2026	AT & T MOBILITY	GPS DATA PLAN	35.79
04/20/2026	AUREON COMMUNICATIONS	INTERNET CH	787.50
04/20/2026	AUREON COMMUNICATIONS	CANCELLATION LINE	6.40
04/20/2026	AXIOS HQ INC	ANNUAL SUBSCRIPTION	11,000.00
04/20/2026	BAKER GROUP	REWIRE DUCT SENSORS	458.65
04/20/2026	BAKER GROUP	REWIRE DUCT SENSORS	123.61
04/20/2026	BAKER GROUP	REWIRE DUCT SENSORS	270.24
04/20/2026	BAKER GROUP	BOILER REPAIRS BLEED LINES	616.00
04/20/2026	BAKER GROUP	BOILER VAV ACTUATOR REPAIR	770.00
04/20/2026	BAX SALES INC	BOLTS FOR 156TH/HAWTHORN	385.05
04/20/2026	BAX SALES INC	WATER SUPPLIES	3.11
04/20/2026	BEFORE AND AFTER THE BIRTH LLC	MISC CONTRACT WORK-CHILDREN	140.00
04/20/2026	BMI	MUSIC LICENSE	459.00
04/20/2026	BOOK FARM LLC, THE	HARBACH CHILDREN	463.33
04/20/2026	BOOK FARM LLC, THE	BOOKS-CHILDREN	1,786.90
04/20/2026	BOOK FARM LLC, THE	BOOKS-CHILDREN	641.99
04/20/2026	BOOT BARN INC	BOOTS-K FARLOW	188.98
04/20/2026	BOOT BARN INC	BOOTS-K BROWN	205.89
04/20/2026	BOOT BARN INC	BOOTS-C LEITING	250.00
04/20/2026	BOOT BARN INC	BRANDON H. 26/27 BOOTS	242.24
04/20/2026	BOUND TREE MEDICAL LLC	EMS MEDICAL SUPPLIES	338.67
04/20/2026	BOUND TREE MEDICAL LLC	EMS MEDICAL SUPPLIES	74.04
04/20/2026	BOUND TREE MEDICAL LLC	EMS MEDICAL SUPPLIES	5,519.98
04/20/2026	BOUND TREE MEDICAL LLC	EMS SUPPLIES - IV FLUSH SYRINGES	14.10
04/20/2026	BRAVO GREATER DES MOINES	HOTEL MOTEL FEB 26	8,091.19
04/09/2026	BURKETT CONSTRUCTION	LINNAN PK CONSTRUCTION PAY REQ 7	92,186.10

Date Paid	Vendor Name	Description	Amount Paid
04/20/2026	CALHOUN-BURNS & ASSOCIATES	PROFESSIONAL FEES	1,992.50
04/20/2026	CAPITAL CITY EQUIPMENT CO	FRONT WHEEL REPLACEMENT	786.71
04/20/2026	CDW GOVERNMENT INC	CH MONITORS	1,115.97
04/20/2026	CENTER POINT LARGE PRINT	ADULT LIBRARY BKS CC	24.57
04/20/2026	CENTER POINT LARGE PRINT	ADULT LIBRARY BOOKS	49.14
04/09/2026	CENTRAL IOWA MECHANICAL	GREENBELT LANDING PJCT PAY REQ 18	6,806.46
04/20/2026	CENTRAL IOWA OFFICIALS III, LLC	UMPIRE PRE PAYMENT SPRING 2026	9,800.00
04/20/2026	CENTURY LINK	CAC PHONE LINES	198.78
04/20/2026	CEU AUTHORITY	PRESSURE GAUGE 156TH/HAWTHORN METER PIT	1,100.00
04/20/2026	CHARLES GABUS FORD	PD CAR (C301) VEHICLE MAINT	904.21
04/20/2026	CHRISTIAN PRINTERS INC	CLIVE CONNECTED SPRING/SUMMER BROCHURE PRINTING/MAILING 2026	19,672.80
04/20/2026	CINTAS CORPORATION #22M	PARKS LAUNDRY & UNIFORM SERVICE	346.39
04/20/2026	CINTAS CORPORATION #22M	UNIFORMS	111.76
04/20/2026	CINTAS CORPORATION #22M	UNIFORMS	62.38
04/20/2026	CINTAS CORPORATION #22M	UNIFORMS	62.38
04/20/2026	CINTAS CORPORATION #22M	UNIFORMS	23.38
04/20/2026	CINTAS CORPORATION #22M	PARKS LAUNDRY & UNIFORM SERVICE	344.64
04/20/2026	CINTAS CORPORATION #22M	UNIFORMS	112.47
04/20/2026	CINTAS CORPORATION #22M	UNIFORMS	62.77
04/20/2026	CINTAS CORPORATION #22M	UNIFORMS	62.77
04/20/2026	CINTAS CORPORATION #22M	UNIFORMS	23.54
04/20/2026	CITY OF DES MOINES	WRA - APR 26	182,381.50
04/20/2026	CITY OF WEST DES MOINES	TRAFFIC LIGHTS	1,094.51
04/17/2026	CLIVE COMMUNITY SERVICES	CURRENT PAY WITHHOLDING CLIVE COMM SERVICES Pay Period: 04/11/20	19.23
04/20/2026	CLIVE POWER EQUIPMENT	EQUIPMENT MAINT	45.15
04/17/2026	COLLECTION SERVICES CENTER	CURRENT PAY WITHHOLDING CHILD SUPPORT Pay Period: 04/11/2026	1,775.96
04/20/2026	COMMERCE BANK	CAPITAL EQUIPMENT-TAGS__ ANNIS	12.55
04/20/2026	COMMERCE BANK	EQUIPMENT__ ANNIS	142.96
04/20/2026	COMMERCE BANK	TRAINING__ ANNIS	57.00
04/20/2026	COMMERCE BANK	ADVERTISING__ BELIEU	192.00
04/20/2026	COMMERCE BANK	MARKETING__ BELIEU	251.83
04/20/2026	COMMERCE BANK	FUEL__ BOYLE	16.13
04/20/2026	COMMERCE BANK	CONFERENCE EXPENSE__ STEVENS	39.00
04/20/2026	COMMERCE BANK	CONFERENCE EXPENSE__ TOKUHISA	250.00
04/20/2026	COMMERCE BANK	MEETING EXPENSE__ WEILER	37.83
04/20/2026	COMMERCE BANK	TRAINING__ WEILER	99.00
04/20/2026	COMMERCE BANK	TRAINING__ WIRTH	150.00
04/20/2026	COMMERCE BANK	TEST NOISE PERMIT__ WIRTH	20.00
04/20/2026	COMMERCE BANK	CHILDREN BOOKS__ SHALON-DEUR	148.08
04/20/2026	COMMERCE BANK	CPL PERFORMER__ SHALON-DEUR	150.00
04/20/2026	COMMERCE BANK	YOUTH PROGRAM SUPPLIES__ SHALON-DEUR	91.93
04/20/2026	COMMERCE BANK	YOUTH PROGRAM SUPPLIES__ SHALON-DEUR	57.18
04/20/2026	COMMERCE BANK	VEHICLE OPERATIONS__ SOMSKY	873.95
04/20/2026	COMMERCE BANK	IA DNR FEES__ STEVENS	32.29
04/20/2026	COMMERCE BANK	EQUIPMENT__ REHBERG	400.00
04/20/2026	COMMERCE BANK	GOAT SUPPLIES__ ROLFES	360.69
04/20/2026	COMMERCE BANK	GOAT SUPPLIES__ RUNKEL	88.00
04/20/2026	COMMERCE BANK	TREX CPO CLASS__ RUNKEL	400.00
04/20/2026	COMMERCE BANK	CHILDREN BOOKS__ SHALON-DEUR	203.20
04/20/2026	COMMERCE BANK	YOUNG ADULT BOOKS__ SHALON-DEUR	19.17
04/20/2026	COMMERCE BANK	POSTAGE__ POTRATZ	84.08
04/20/2026	COMMERCE BANK	NOTARY__ POTRATZ	31.30
04/20/2026	COMMERCE BANK	TRAINING__ PURVIS	951.00
04/20/2026	COMMERCE BANK	CONFERENCE EXPENSE__ PURVIS	588.59
04/20/2026	COMMERCE BANK	SUSTENANCE SUPPLIES__ RAMSEY	137.54
04/20/2026	COMMERCE BANK	CONTRACT WORK__ REHBERG	356.75
04/20/2026	COMMERCE BANK	TRAINING__ NIXON	50.00
04/20/2026	COMMERCE BANK	EMPLOYEE APPRECIATION __ NUSS	945.00

Date Paid	Vendor Name	Description	Amount Paid
04/20/2026	COMMERCE BANK	SUPPLIES__ NUSS	14.81
04/20/2026	COMMERCE BANK	MEMBERSHIP EXPENSE__ OLLENDIKE	778.40
04/20/2026	COMMERCE BANK	INSPECTION FEES__ PHELPS	210.00
04/20/2026	COMMERCE BANK	EQUIPMENT__ PHELPS	747.00
04/20/2026	COMMERCE BANK	MEETING EXPENSE__ MORRIS	111.33
04/20/2026	COMMERCE BANK	ADULT PROGRAM SUPPLIES__ NAPIER	150.00
04/20/2026	COMMERCE BANK	CONFERENCE EXPENSE__ NAPIER	7.34
04/20/2026	COMMERCE BANK	OFFICE SUPPLIES__ NELSON	28.01
04/20/2026	COMMERCE BANK	UNIFORM ALLOWANCE__ NIELSEN	156.57-
04/20/2026	COMMERCE BANK	NPELRA CONFERENCE__ NISIC	759.03
04/20/2026	COMMERCE BANK	CONFERENCE EXPENSE__ MAY	41.33
04/20/2026	COMMERCE BANK	TRAINING__ MCGILVRA	250.00
04/20/2026	COMMERCE BANK	DUES AND SUBSCRIPTIONS__ MCGILVRA	65.00
04/20/2026	COMMERCE BANK	SUBSCRIPTION__ MCQUILLEN	159.60
04/20/2026	COMMERCE BANK	CONFERENCE EXPENSE__ MCQUILLEN	309.40
04/20/2026	COMMERCE BANK	CONFERENCE EXPENSE__ MILLER	1,474.65
04/20/2026	COMMERCE BANK	ADULT PROGRAM SUPPLIES__ LLAMAS	109.65
04/20/2026	COMMERCE BANK	CONFERENCE EXPENSE__ LLAMAS	9.40
04/20/2026	COMMERCE BANK	ADVERTISING__ LUCAS	315.00
04/20/2026	COMMERCE BANK	NOTARY__ MARQUARDT	34.00
04/20/2026	COMMERCE BANK	NATIONAL PW WEEK POSTER__ MAY	42.00
04/20/2026	COMMERCE BANK	TRAINING__ MAY	90.00
04/20/2026	COMMERCE BANK	YOUTH PROGRAM SUPPLIES__ KELLER	11.76
04/20/2026	COMMERCE BANK	CONFERENCE EXPENSE__ KELLER	11.76
04/20/2026	COMMERCE BANK	OFFICE SUPPLIES__ KELLER	309.42
04/20/2026	COMMERCE BANK	K9 TRAINING__ KEMPNICH	650.00
04/20/2026	COMMERCE BANK	K9 PROFESSIONAL FEES__ KEMPNICH	29.94
04/20/2026	COMMERCE BANK	PC REPAIR__ KUZHIKANDATHIL	59.00
04/20/2026	COMMERCE BANK	TRANSCEIVERS__ HARKEN	83.00
04/20/2026	COMMERCE BANK	SUBSCRIPTION__ HERZOG	100.00
04/20/2026	COMMERCE BANK	TRAINING__ HERZOG	19.26
04/20/2026	COMMERCE BANK	GOAT SUPPLIES__ HUFF	27.98
04/20/2026	COMMERCE BANK	NOTARY__ JOHNSTON	30.00
04/20/2026	COMMERCE BANK	CONFERENCE EXPENSE__ JOHNSTON	963.49
04/20/2026	COMMERCE BANK	WDMCS FACILITY RENTALS__ GIBBS	3,900.00
04/20/2026	COMMERCE BANK	ALICE RD ACQUISITION __ GRAHAM	2,250.52
04/20/2026	COMMERCE BANK	CENSUS OFFICE RENT__ GRAHAM	1,544.85
04/20/2026	COMMERCE BANK	RECORDING FEES__ GRAHAM	157.24
04/20/2026	COMMERCE BANK	GROUNDS MAINT__ GUNN	237.35
04/20/2026	COMMERCE BANK	MAINT CONTRACT__ HARKEN	4,575.60
04/20/2026	COMMERCE BANK	CONFERENCE EXPENSE__ GARCIA	799.00
04/20/2026	COMMERCE BANK	CONTRACT WORK__ GARCIA	110.20
04/20/2026	COMMERCE BANK	CONTRACT WORK__ GIBBS	25.00
04/20/2026	COMMERCE BANK	GOOGLE SUBSCRIPTION__ GIBBS	82.99
04/20/2026	COMMERCE BANK	SUPPLIES__ GIBBS	75.92
04/20/2026	COMMERCE BANK	CONCESSION SUPPLIES__ GIBBS	111.07
04/20/2026	COMMERCE BANK	CONFERENCE EXPENSE__ EASTMAN	150.00
04/20/2026	COMMERCE BANK	ADVERTISING__ ELDER	264.71
04/20/2026	COMMERCE BANK	POSTAGE__ FARLOW	284.00
04/20/2026	COMMERCE BANK	REFUND CONFENCE EXPENSE__ FARLOW	1,000.00-
04/20/2026	COMMERCE BANK	MEETING EXPENSE__ FREESTONE	26.45
04/20/2026	COMMERCE BANK	PUBLIC EDUCATION MATERIALS__ GARCIA	14.99
04/20/2026	COMMERCE BANK	MEMBERSHIP EXPENSE__ BROWN	42.79
04/20/2026	COMMERCE BANK	CONFERENCE EXPENSE__ BROWN	851.32
04/20/2026	COMMERCE BANK	IA DNR FEES__ CYGAN	360.29
04/20/2026	COMMERCE BANK	OFFICE EQUIPMENT__ EASTMAN	8.99
04/20/2026	COMMERCE BANK	MONTHLY CHAT GPT__ EASTMAN	21.40
04/20/2026	COMMERCE BANK	IMFOA MEMBERSHIP__ EASTMAN	50.00

Date Paid	Vendor Name	Description	Amount Paid
04/09/2026	CONCRETE TECHNOLOGIES INC	ALICE RD RECON PAY REQ 10	89,768.63
04/20/2026	CONSENSUS CLOUD SOLUTIONS, LLC	HOSTED FAX	92.97
04/20/2026	CONSOLIDATED ELECTRICAL DISTRI, IN	STREET LIGHT REPAIR	95.58
04/20/2026	CORE & MAIN LP	156TH AND SHERIDAN PRV PIT	31.40
04/20/2026	CORE & MAIN LP	156TH AND HAWTHORN METER PIT MAINT	35.48
04/20/2026	CORELL CONTRACTOR INC	CRUSHED ASPHALT	518.51
04/20/2026	CRESCENT ELECTRIC SUPPLY CO.	FUSE FOR EXTRACTOR	12.81
04/20/2026	CRESCENT ELECTRIC SUPPLY CO.	LIBRARY CAN LIGHT REPLACEMENT	35.86
04/09/2026	CUNNINGHAM INC	CH REMODEL PH 2 PAY REQ 7	26,705.34
04/20/2026	DAMON DOTSON	FOOD TRUCK FRI - MAY 8	800.00
04/20/2026	DCI GROUP	GREENBELT LANDING CONSTRUCTION SERVICES	23,256.83
04/20/2026	DELL MARKETING LP	MONITORS	593.96
04/20/2026	DELL MARKETING LP	CH COMPUTERS	2,416.81
04/20/2026	DES MOINES WATER WORKS	TESTING	2,645.00
04/20/2026	DES MOINES WATER WORKS	CIWW FIXED APR2026	80,934.00
04/20/2026	DES MOINES WATER WORKS	WATER PURCHASED MAR2026	98,666.76
04/20/2026	DESERT SNOW LLC	TRAINING - D. TOWNES	749.00
04/17/2026	EBS	MEDICAL WITHHOLDING MED W 750 FAMILY EXEMPT Pay Period: 04/11/202	7,492.79
04/17/2026	EBS	MEDICAL WITHHOLDING MED W 750 EMPE + 1 EXEMPT Pay Period: 04/11/2	2,121.85
04/17/2026	EBS	MEDICAL WITHHOLDING MED W 750 SINGLE EXEMPT Pay Period: 04/11/202	654.14
04/17/2026	EBS	MEDICAL WITHHOLDING MED - HDHP FAMILY Pay Period: 04/11/2026	1,276.60
04/17/2026	EBS	MEDICAL WITHHOLDING MED-HDHP EMPL +1 Pay Period: 04/11/2026	335.16
04/17/2026	EBS	MEDICAL WITHHOLDING MED HDHP SINGLE Pay Period: 04/11/2026	524.16
04/17/2026	EBS	MEDICAL WITHHOLDING DENTAL INSURANCE - DELTA (EBS) Pay Period: 04/	2,139.83
04/17/2026	EFTPS	FWT/FICA/MEDICARE CURRENT PAY SOCIAL SECURITY Pay Period: 04/11/2	36,165.51
04/17/2026	EFTPS	FWT/FICA/MEDICARE CURRENT PAY SOCIAL SECURITY Pay Period: 04/11/2	36,165.51
04/17/2026	EFTPS	FWT/FICA/MEDICARE CURRENT PAY MEDICARE Pay Period: 04/11/2026	8,458.03
04/17/2026	EFTPS	FWT/FICA/MEDICARE CURRENT PAY MEDICARE Pay Period: 04/11/2026	8,458.03
04/17/2026	EFTPS	FWT/FICA/MEDICARE CURRENT PAY FEDERAL WITHHOLDING TAX Pay Peri	60,847.26
04/09/2026	ELITE GLASS AND METAL LLC	CH REMODEL PH 2 PAY REQ 3	69,250.93
04/20/2026	EMS DETERGENT SERVICES	WASHING EXTRACTOR REPAIR - SECONDED FIX	320.00
04/20/2026	EMS MANAGEMENT & CONSULTANTS INC	MARCH 2026 EMS PAYMENTS EMS MC	27.82
04/20/2026	FABIAN RUIZ	PROFESSIONAL FEE - INTERPRETER	70.00
04/20/2026	FASTSIGNS	ADOPT A PARK STICKERS	19.14
04/20/2026	FERGUSON WATERWORKS	3/4" METER HEAD REPLACEMENTS	575.00
04/20/2026	FIRST RESPONDER SUPPLY, LLC	UNIFORM ALLOW - K. RECCHIA	123.49
04/20/2026	FIRST RESPONDER SUPPLY, LLC	UNIFORM ALLOW	85.49
04/20/2026	FIRST RESPONDER SUPPLY, LLC	UNIFORM ALLOW - D. TOWNES	507.65
04/20/2026	FIRST RESPONDER SUPPLY, LLC	UNIFORM ALLOW - M. JENNETT	768.00
04/20/2026	FIRST RESPONDER SUPPLY, LLC	UNIFORM ALLOW - B. KEMPNICH	210.60
04/20/2026	FLUTTER BEE EDUCATION GROUP	CHILDREN BOOKS	23.07
04/20/2026	FLUTTER BEE EDUCATION GROUP	CHILDREN BOOKS	1,176.89
04/20/2026	FREEDOM FIRST AID & SAFETY LLC	SAFETY EQUIPMENT	12.43
04/20/2026	FREEDOM FIRST AID & SAFETY LLC	SAFETY EQUIPMENT	12.43
04/20/2026	FREEDOM FIRST AID & SAFETY LLC	SAFETY EQUIPMENT	12.43
04/20/2026	FREEDOM FIRST AID & SAFETY LLC	SAFETY EQUIPMENT	12.41
04/20/2026	GALLS LLC	UNIFORM ALLOW - S. THAYER	66.89
04/20/2026	GANNETT IOWA LOCALIQ	PH NOTICES	300.32
04/20/2026	GANNETT IOWA LOCALIQ	ORDINANCES	55.44
04/20/2026	GANNETT IOWA LOCALIQ	MINUTES	675.36
04/20/2026	GANNETT IOWA LOCALIQ	PH NOTICES	104.48
04/20/2026	GRAINGER	SAFETY EQUIPMENT	104.49
04/20/2026	GRAINGER	SAFETY EQUIPMENT	104.51
04/20/2026	GRAINGER	SAFETY EQUIPMENT	104.51
04/20/2026	GRAINGER	SAFETY EQUIPMENT	104.51
04/20/2026	GRIMES ASPHALT & PAVING	COLD PATCH	2,342.05
04/20/2026	GRIMES ASPHALT & PAVING	COLD PATCH	2,069.25
04/09/2026	HANSEN COMPANY	LINNAN PARK PJCT PAY REQ 9	42,900.86

Date Paid	Vendor Name	Description	Amount Paid
04/10/2026	HGS LLC	LARGE WOODY VEG MGMT PAY REQ 1	256,395.86
04/20/2026	HOME PEST CARE	CAMPBELL CONCESSIONS	119.00
04/20/2026	HOTSY CLEANING SYSTEM	HOTSY REPAIR	110.15
04/20/2026	HOTSY CLEANING SYSTEM	HOTSY REPAIR	110.17
04/20/2026	HOTSY CLEANING SYSTEM	HOTSY REPAIR	110.17
04/20/2026	HOTSY CLEANING SYSTEM	HOTSY REPAIR	110.17
04/20/2026	HUTCHINSON SALT COMPANY INC	SALT	8,555.74
04/17/2026	ICMA	LOAN REPAYMENT LOAN REPAYMENT Pay Period: 04/11/2026	622.01
04/17/2026	ICMA RETIREMENT CORP.#457	CURRENT PAY WITHHOLDING ICMA -DEF COMP Pay Period: 04/11/2026	40,695.43
04/17/2026	ICMA RETIREMENT CORP.#457	CURRENT PAY WITHHOLDING ICMA ROTH DEF COMP Pay Period: 04/11/202	10,916.00
04/17/2026	ICMA RETIREMENT CORP.#457	CURRENT PAY WITHHOLDING ICMA CITY OUT DEF COMP - Pay Period: 04/1	7,969.57
04/20/2026	IMAGE SOLUTIONS	LOGOED APPAREL PD	62.50
04/20/2026	IMAGE SOLUTIONS	LOGOED APPAREL CE	52.00
04/20/2026	IMAGE SOLUTIONS	LOGOED APPAREL PKS	201.50
04/20/2026	IMAGE SOLUTIONS	LOGOED APPAREL LIB	48.50
04/20/2026	IMAGE SOLUTIONS	LOGOED APPAREL PW	352.00
04/20/2026	INGRAM BOOK COMPANY	BOOKS-HARBACH-CHILDREN	36.20
04/20/2026	INGRAM BOOK COMPANY	ADULT BOOKS	16.10
04/20/2026	INGRAM BOOK COMPANY	BOOKS-CHILDREN	151.30
04/20/2026	INGRAM BOOK COMPANY	BOOKS-CHILDREN	518.16
04/20/2026	INGRAM BOOK COMPANY	BOOKS-HARBACH-CHILDREN	295.37
04/20/2026	INGRAM BOOK COMPANY	BOOKS-YOUNG ADULT	78.60
04/20/2026	INGRAM BOOK COMPANY	BOOKS-HARBACH-YOUNG ADULT	106.93
04/20/2026	INGRAM BOOK COMPANY	BOOKS-YOUNG ADULT	22.16
04/20/2026	INGRAM BOOK COMPANY	BOOKS-HARBACH-YOUNG ADULT	38.64
04/20/2026	INGRAM BOOK COMPANY	BOOKS-HARBACH-CHILDREN	35.49
04/20/2026	INGRAM BOOK COMPANY	BOOKS-CHILDREN	85.44
04/20/2026	IOWA COMMUNITIES ASSURANCE POOL	ICAP DEDUCTIBLE - ICRC	1,000.00
04/20/2026	IOWA MEDICAID	APRIL/MAY 2026 COST SHARE GEMT PYMTS	24,399.43
04/20/2026	IOWA PRISON INDUSTRIES	SIGNS	170.72
04/20/2026	IOWA PRISON INDUSTRIES	SIGNS	349.80
03/31/2026	IOWA WORKFORCE DEVELOPMENT	UNEMPLOYMENT	2,475.15
03/31/2026	IOWA WORKFORCE DEVELOPMENT	UNEMPLOYMENT	13.94
03/31/2026	ISTREAM	EMS Overpayment	32.06
04/20/2026	JIM DETAEYE	REFUND DEPOSIT	40.00
04/20/2026	JOHNSTONE SUPPLY	RTU MINI SPLIT INSULATION	26.77
04/20/2026	JOHNSTONE SUPPLY	RTU MINI SPLIT INSULATION	7.21
04/20/2026	JOHNSTONE SUPPLY	RTU MINI SPLIT INSULATION	15.77
04/20/2026	KARLA F MENDOZA	PROFESSIONAL FEES - INTERPRETER FEE	70.00
04/09/2026	KEYSTONE CONSTRUCTION SERVICES	GREENBELT LANDING CONSTR PRJCT PAY REQ 18	42,100.55
04/09/2026	KEYSTONE CONSTRUCTION SERVICES	CH REMODEL PH 2 PAY REQ 6	115,262.10
04/20/2026	KING'S MATERIAL, INC	MULCH FOR PW BLDG	86.61
04/20/2026	KING'S MATERIAL, INC	MULCH FOR PW BLDG	86.63
04/20/2026	KING'S MATERIAL, INC	MULCH FOR PW BLDG	86.63
04/20/2026	KING'S MATERIAL, INC	MULCH FOR PW BLDG	86.63
04/20/2026	KNOWBE4	HOSTED TRAINING	4,017.60
04/20/2026	LATITUDE SIGNAGE + DESIGN	CH PHASE 2 INTERIOR SIGNAGE	7,687.00
04/20/2026	LINDE GAS & EQUIPMENT INC	OXYGEN REFILL AND TANK RENTAL	911.66
04/20/2026	LOGAN CONTRACTORS SUPPLY	CONCRETE SAW RADIATOR FILTER	30.25
04/20/2026	LOGOED APPAREL & PROMOTIONS	T SHIRTS	1,572.80
04/20/2026	LOUNSBURY SAND & GRAVEL	ROW RESTORATION	288.39
04/20/2026	LOUNSBURY SAND & GRAVEL	ROW RESTORATION	288.39
04/20/2026	LOUNSBURY SAND & GRAVEL	ROW RESTORATION	288.39
04/20/2026	LOUNSBURY SAND & GRAVEL	ROW RESTORATION	288.37
04/20/2026	MACQUEEN EQUIPMENT	A103 LIGHT REPAIR	124.49
04/20/2026	MACQUEEN EQUIPMENT	A103 LIGHT REPAIR	103.84
04/20/2026	MAIL SERVICES	NEWSLETTER-MAR CLIVE/WDMCS	1,329.14
04/20/2026	MAIL SERVICES	REMINDER NOTICE MAR192026	53.24

Date Paid	Vendor Name	Description	Amount Paid
04/20/2026	MAIL SERVICES	POSTAGE	230.26
04/20/2026	MAIL SERVICES	POSTAGE	189.50
04/20/2026	MAIL SERVICES	STORMWATER BILLS MAR272026	68.20
04/20/2026	MAIL SERVICES	NEWSLETTER APRIL2026	1,114.99
04/20/2026	MAIL SERVICES	POSTAGE	2,759.44
04/20/2026	MAIL SERVICES	BILLING ZIFT SPECIAL INSERT	532.09
04/20/2026	MAIL SERVICES	BILLING MAR272026	840.15
04/09/2026	MAINLINE CONSTRUCTION INC	ALICE'S RD RECONSTR PHASE 1B PAY REQ 1	49,785.25
04/20/2026	MASTER MEDICAL EQUIPMENT	AED OUTDOOR PUBLIC CABINET - CAMPBELL PARK	1,235.00
04/20/2026	MEDIACOM	LIBRARY INTERNET	19.95
04/20/2026	MENARDS	SUPPLIES	50.89
04/20/2026	MENARDS	PAINT SUPPLIES	12.78
04/20/2026	MENARDS	EQUIPMENT MAINT	21.47
04/20/2026	MENARDS	SHOP SUPPLIES	23.68
04/20/2026	MENARDS	BUILDING MAINT	4.98
04/20/2026	MENARDS	DRYWALL SUPPLIES	51.80
04/20/2026	MENARDS	TRAFFIC SUPPLIES	23.49
04/20/2026	MENARDS	BUILDING MAINT	12.28
04/20/2026	MENARDS	HERBICIDE KILL STICK MATERIAL	38.74
04/20/2026	MENARDS	BOAT LIGHTS AND TOOLS	101.10
04/20/2026	MENARDS	PAINT SUPPLIES	74.02
04/20/2026	MENARDS	CEILING TILE GRID ANGLE	27.52
04/20/2026	MENARDS	BUILDING MAINT	24.47
04/20/2026	MENARDS	EQUIPMENT MAINT	44.99
04/20/2026	MENARDS	PAINT SUPPLIES	30.40
04/20/2026	MENARDS	PAPER TOWELS, DISINFECT WIPES	34.18
04/20/2026	MENARDS	PIPE INSULATION AND DRYWALL SUPPLIES	81.87
04/20/2026	MENARDS	BUILDING MAINT	31.20
04/20/2026	MENARDS	SIGN POSTS - ADOPT A PARK	155.88
04/20/2026	MERCYONE CLIVE PHARMACY	EMS MEDICATIONS	293.02
04/20/2026	MES SERVICE COMPANY LLC	FIRE PRO 300 CARABINER MOUNT	39.99
04/20/2026	MES SERVICE COMPANY LLC	FIRE PRO 300 THERMAL IMAGER	1,099.00
04/20/2026	METRO WASTE AUTHORITY	COMPOST STICKERS	8,978.00
04/20/2026	METRONET	INTERNET PS	1,039.95
04/20/2026	MIDAMERICAN ENERGY DAV	ELECTRIC AND GAS SERVICE PARKS	110.02
04/20/2026	MIDAMERICAN ENERGY DAV	ELECTRIC AND GAS SERVICE AQUATICS	891.11
04/20/2026	MIDAMERICAN ENERGY DAV	ELECTRIC AND GAS SERVICE CPSC	3,011.50
04/20/2026	MIDAMERICAN ENERGY DAV	ELECTRIC AND GAS SERVICE CPSC	811.65
04/20/2026	MIDAMERICAN ENERGY DAV	ELECTRIC AND GAS SERVICE CPSC	1,774.43
04/20/2026	MIDAMERICAN ENERGY DAV	WATER FACILITIES	15.75
04/20/2026	MIDAMERICAN ENERGY DAV	ELECTRIC AND GAS SERVICE HARBACH	1,694.05
04/20/2026	MIDAMERICAN ENERGY DAV	ELECTRIC AND GAS SERVICE PARKS	159.09
04/20/2026	MIDWEST ALARM SERVICES	FIRE ALARM INSPECTION AND MONITORING	928.08
04/20/2026	MIDWEST ALARM SERVICES	FIRE ALARM MONITORING	600.00
04/20/2026	MIDWEST TAPE, LLC	EBOOK HOOPLA FELX	47.50
04/20/2026	MUNICIPAL COLLECTIONS OF AMERICA	IOP COLLECTIONS AMBULANCE	1,726.68
04/20/2026	MUNICIPAL COLLECTIONS OF AMERICA	IOP COLLECTIONS PARKING	73.87
04/20/2026	MUNICIPAL FIRE & POLICE	J ALLEN MILITARY LEAVE CONTRIB	9,066.75
04/17/2026	MUNICIPAL FIRE & POLICE	CURRENT PAY WITHHOLDING MUNICIPAL FIRE & POLICE RETIRE Pay Perio	10,232.99
04/17/2026	MUNICIPAL FIRE & POLICE	CURRENT PAY WITHHOLDING MUNICIPAL FIRE & POLICE RETIRE Pay Perio	23,855.77
04/20/2026	MUNICIPAL SUPPLY INC	WATER SUPPLIES	32.00
04/09/2026	NAI ELECTRICAL CONTRACTORS	CH REMODEL PH 2 PAY REQ 7	8,856.99
04/20/2026	NAPA DISTRIBUTION CENTER	156TH/HAWTHORN METER PIT MAINTENANCE	11.15
04/20/2026	NETWORKS	CREEKSIDE PAVILION HARDWARE GREENBELT LANDING PROJECT	319.00
04/20/2026	NETWORKS	HOSTED BACKUP	5,145.76
04/20/2026	NETWORKS	PROFESSIONAL FEES	600.00
04/09/2026	ON TRACK CONSTRUCTION	LINNAN PARK CONSTRUCTION PAY REQ 7	93,538.07
04/09/2026	ON TRACK CONSTRUCTION	GREENBELT LANDING PAY REQ 15	107,896.25

Date Paid	Vendor Name	Description	Amount Paid
04/20/2026	PAYPAL INC VPS	DATA PROCESSING-ECOMMERCE	216.40
04/20/2026	PEAK SOFTWARE SYSTEMS INC	SPORTSMAN RENEW	6,305.00
04/20/2026	PHIL DICKEY	SPRING MARTIAL ARTS INSTRUCTION	650.00
04/20/2026	PLAYAWAY PRODUCTS LLC	YOUTH MEDIA	275.65
04/20/2026	PLAYAWAY PRODUCTS LLC	YOUTH MEDIA	872.91
04/20/2026	PLAYAWAY PRODUCTS LLC	YOUTH MEDIA	66.49
03/31/2026	PROFESSIONAL SOLUTIONS	CLOVER CC FEES	313.76
04/20/2026	R3 COMMERCIAL ROOFING	ROOF REPAIRS	718.88
04/17/2026	RELIANCE STANDARD LIFE INSURANCE	VOL LIFE INSURANCE Pay Period: 04/11/2026	1,198.99
04/20/2026	SECTOR	U322 DOCKING STATION	3,294.34
04/20/2026	SEILER INSTRUMENT & MFG CO INC	TRIMBLE	2,082.50
04/20/2026	SEILER INSTRUMENT & MFG CO INC	TRIMBLE	2,082.50
04/20/2026	SEILER INSTRUMENT & MFG CO INC	TRIMBLE	2,082.50
04/20/2026	SEILER INSTRUMENT & MFG CO INC	TRIMBLE	2,082.50
04/20/2026	SILVERSTAR CAR WASH	CAR WASHES - PARKS	40.00
04/20/2026	SILVERSTAR CAR WASH	CAR WASHES - REC	60.00
04/20/2026	SILVERSTAR CAR WASH	CAR WASHES - PW	80.00
04/20/2026	SILVERSTAR CAR WASH	CAR WASHES - PW	40.00
04/20/2026	SIRCHIE ACQUISITION COMPANY	EQUIPMENT	237.41
04/20/2026	SMITHGROUP, INC	GREENBELT LANDING DESIGN WORK	33,846.45
04/20/2026	SMITHGROUP, INC	LINNAN PARK DESIGN WORK	22,212.00
04/09/2026	SNYDER & ASSOCIATES	ALICE RD RECON PAY REQ 23	60,241.95
04/20/2026	STANDARD & POOR'S	S&P BOND RATING	3,742.22
04/20/2026	STANDARD & POOR'S	S&P BOND RATING	444.91
04/20/2026	STANDARD & POOR'S	S&P BOND RATING	7,840.75
04/20/2026	STANDARD & POOR'S	S&P BOND RATING	3,470.65
04/20/2026	STANDARD & POOR'S	S&P BOND RATING	3,226.05
04/20/2026	STANDARD & POOR'S	S&P BOND RATING	267.71
04/20/2026	STANDARD & POOR'S	S&P BOND RATING	267.71
04/20/2026	STAPLES	OFFICE SUPPLIES	27.59
04/20/2026	STAPLES	OFFICE SUPPLIES	37.79
04/20/2026	STEW HANSEN	VEHICLE REPAIR - #208	224.00
04/20/2026	STIVERS FORD	PD CAR220 (C301) DIAGNOSTIC ON SENSOR	196.00
04/20/2026	TERRACON CONSULTANTS INC	GREENBELT LANDING ENGINEERING	3,513.25
04/06/2026	TIM STELTER	DEPOSIT REFUND	29.72
04/20/2026	TITAN MACHINERY	#782 REPAIR	783.50
04/17/2026	TREAS - STATE OF IA WH TAX	STATE WITHHOLDING STATE WITHHOLDING TAX Pay Period: 04/11/2026	24,841.00
03/31/2026	TREASURER STATE OF IOWA	REC SALES TAX	2,769.62
03/31/2026	TREASURER STATE OF IOWA	AQUATICS SALES TAX	737.73
03/31/2026	TREASURER STATE OF IOWA	WATER EXCISE TAX	19,886.99
03/31/2026	TREASURER STATE OF IOWA	UTILITY SALES TAX	9,937.95
04/20/2026	TRIPLETT OFFICE SOLUTIONS	FLAGS	1,464.64
04/20/2026	TRITECH SOFTWARE SYSTEMS	PROFESSIONAL FEES	270.00
04/20/2026	TRUCK CENTER COMPANIES-DES MOINES	SEAT COVERS FOR JET TRUCK	135.44
04/20/2026	UNIQUE	MISC CONTRACT WORK- COLLECTION AGENCY	125.00
04/17/2026	UNITED WAY	CURRENT PAY WITHHOLDING UNITED WAY Pay Period: 04/11/2026	57.69
04/20/2026	VAN DIEST SUPPLY COMPANY	AQUATIC POND HERBICIDE	1,942.65
04/20/2026	VAN METER INC	ELECTRIC JUNCTION BOX	18.52
04/20/2026	VAN METER INC	LOCATE WIRE FOR THE AQUATIC BATH HOUSE FIBER CONNECTION	191.95
04/20/2026	VERIZON	DCU CELLS	125.12
04/20/2026	VESTIS	UNIFORMS	15.06
04/20/2026	WESTSIDE AUTO PROS	VEHICLE REPAIR	185.62
04/20/2026	WEX BANK	FUEL	39.19
04/20/2026	WEX BANK	FUEL	116.86
04/20/2026	WEX BANK	FUEL	49.32
04/20/2026	WEX BANK	FUEL	1,267.24
04/20/2026	WEX BANK	FUEL	1,073.08
04/20/2026	WEX BANK	FUEL	3,391.57

Date Paid	Vendor Name	Description	Amount Paid
04/20/2026	WEX BANK	FUEL	339.25
04/20/2026	WEX BANK	FUEL	586.19
04/20/2026	WEX BANK	FUEL	7,754.82
04/20/2026	WEX BANK	FUEL	1,052.20
04/20/2026	WEX BANK	FUEL	1,558.88
04/20/2026	WEX BANK	FUEL	1,410.46
04/20/2026	WEX BANK	FUEL	2,372.44
04/20/2026	WEX BANK	FUEL	265.26
04/20/2026	XTREME TREE	TREE REMOVAL	1,700.00
03/31/2026	ZIFT PAYMENT PROCESSING	CC FEES	181.09
04/20/2026	ZIMCO SUPPLY CO	FERTILIZER	1,600.00
04/20/2026	ZIMCO SUPPLY CO	FERTILIZER	800.00
Grand Totals:			2,132,857.10

Date Paid	Vendor Name	Description	Amount Paid

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

Bill List Claims (04/07/2026 - 4/20/2026)	$	2,132,857.10
Payroll (04/17/2026)		362,698.79
Total	$	2,495,555.89

Of the total payrolls, $523.24 are expense reimbursements.

_____ Date:_____
Elizabeth Hansen, Director of Administrative Services

Dated: _____

City Council:

Breanne Hocker _____

Eric Klein _____

Ted Weaver _____

Sadie Gasparotto _____

Susan Judkins _____

Memo

TO: Mayor and Council members
FROM: Matthew Graham, City Clerk
DATE: April 23, 2026
RE: Resolution Certifying the 2025 Partial Special Federal Census for the City of Clive to the Iowa Secretary of State and The Treasurer of the State of Iowa.

SYNOPSIS:
The attached resolution certifies the results of the City's 2025 Partial Special Federal Census to the Iowa Secretary of State and State Treasurer, as required by Iowa Code §9F.6. The U.S. Census Bureau determined that the population within the special census area is 7,022, and when combined with the 2020 Census baseline, results in an updated total population of 20,277 for the City of Clive. Certification of this population is necessary for the State to recognize the updated figure for distribution formulas, including Road Use Tax revenues. Staff recommends approval.

Attachments:
1. Census Resolution
2. Clive IA -- 2020 SC Director Letter
3. blks-25012
4. dp1_25012

RESOLUTION NO._____

RESOLUTION CERTIFYING THE 2025 PARTIAL SPECIAL FEDERAL CENSUS FOR THE CITY OF CLIVE TO THE IOWA SECRETARY OF STATE AND THE TREASURER OF THE STATE OF IOWA

WHEREAS, a Partial Special Federal Census has been taken for the City of Clive, Iowa; and

WHEREAS, the 2025 Partial Special Federal Census was conducted for selected census tracts and blocks within the City of Clive and the results have been published by the United States Census Bureau as official counts; and

WHEREAS, the certified population of Clive in 2020 was 18,601, and based upon the 2020 Federal Census and the results of the 2025 Partial Special Federal Census, the population of Clive is 20,277; and

WHEREAS, the City Council of the City of Clive, Iowa, and the Mayor of the City of Clive, Iowa, desire to certify the 2025 Partial Special Federal Census for the City of Clive, Iowa, to the Iowa Secretary of State and the Treasurer of the State of Iowa pursuant to Iowa Code section 9F.6.

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

That the 2025 Partial Special Federal Census, as set forth in the attached Exhibit A (U.S. Census Bureau Special Census Official Counts and supporting documentation), is hereby certified to the Iowa Secretary of State and the Treasurer of the State of Iowa, and the Mayor of the City of Clive hereby joins in such certification.

PASSED AND APPROVED this____day of _____, 2026.

_____
John D. Edwards, Mayor

ATTEST:

_____
Matthew D. Graham, City Clerk

UNITED STATES DEPARTMENT OF COMMERCE
U.S. Census Bureau
Office of the Director
Washington, DC 20233-0001

April 3, 2026

Mr. John Edwards
Mayor of Clive, IA
1900 NW 114th Street
Clive, IA 50325

Dear Mr. Edwards,

We are pleased to inform you of the results of a partial special census of selected tracts and blocks within the City of Clive, Iowa that has been conducted.

As of October 1, 2025, the population of your special census area was 7,022 and the housing unit count was 2,933. These numbers represent "Official Census Statistics" according to Title 13 United States Code Section 196, and may be used in the manner provided by applicable law. The attached data product(s) include:

- Total population and total housing unit counts by block for the special census area and
- A demographic profile that contains similar content as the 2020 Census demographic profiles.

You will receive final accounting of the cost of your special census within approximately 120 calendar days of receiving this letter. The advance payment of the estimate will be adjusted to actual costs, and an additional billing or refund will be made, as appropriate.

If you require further information concerning this special census, please contact the Special Census Program at DCMD.Special.Census@census.gov.

Sincerely,

George M. Cook

Performing the functions and duties of
the Director at the U.S. Census Bureau

Attachments

Block Counts for Clive city (partial), Iowa

Special Census of Clive city, Iowa: October 1, 2025

(Note: For information on data collection, confidentiality protection, nonsampling error, subject definitions, and guidance on using the data, visit the 2020 Census Demographic and Housing Characteristics File (DHC) Technical Documentation webpage at <www.census.gov/programs-surveys/decennial-census/technical-documentation/complete-technical-documents.2020.html#dhc-and-dp>)

FIPS State Code	FIPS County Code	FIPS County Subdivision Code	FIPS Place Code	Census Tract Code	Census Block Code	Total population	Total housing units
19	049	94395	14520	050803	1013A	131	68
19	049	94395	14520	050803	1013B	208	62
19	049	94395	14520	050803	1013C	0	0
19	049	94395	14520	050803	1013D	107	29
19	049	94395	14520	050803	1013E	109	33
19	049	94395	14520	050803	1020	51	22
19	049	94395	14520	050803	1025	90	48
19	049	94395	14520	050803	1040	39	18
19	049	94395	14520	050803	2012A	145	68
19	049	94395	14520	050803	2012B	62	28
19	049	94395	14520	050803	2012C	183	65
19	049	94395	14520	050803	2012D	9	14
19	049	94395	14520	050803	2012E	54	21
19	049	94395	14520	050803	2012F	15	12
19	049	94395	14520	050803	2012G	70	23
19	049	94395	14520	050803	2012H	65	30
19	049	94395	14520	050803	2012I	0	0
19	049	94395	14520	050803	2012J	66	26
19	049	94395	14520	050803	2012K	102	33
19	049	94395	14520	050803	2012L	33	25
19	049	94395	14520	050803	2012M	71	55
19	049	94395	14520	050803	2012N	9	17
19	049	94395	14520	050803	2050	126	33
19	049	94395	14520	050803	2052	36	14
19	049	94395	14520	050803	2054A	232	78
19	049	94395	14520	050803	2054B	66	21
19	049	94395	14520	050803	2055	100	29
19	049	94395	14520	050803	2078A	231	71
19	049	94395	14520	050803	2078B	0	0
19	049	94395	14520	050803	2078C	178	72
19	049	94395	14520	050803	2078D	76	43
19	049	94395	14520	050803	2078E	81	28
19	049	94395	14520	050803	2078F	81	22
19	049	94395	14520	050803	2078G	140	41
19	049	94395	14520	050805	1033	0	0
19	049	94395	14520	050805	1034	0	0
19	049	94395	14520	050805	2018	31	8
19	049	94395	14520	050805	2019	139	46
19	049	94395	14520	050805	3000	56	21
19	049	94395	14520	050805	3001	56	20
19	153	94410	14520	011203	1000	101	39
19	153	94410	14520	011203	1001	48	15
19	153	94410	14520	011203	1002	45	18

19	153	94410	14520	011203	1003	43	15
19	153	94410	14520	011203	1004	101	35
19	153	94410	14520	011203	1005	40	17
19	153	94410	14520	011203	1006	56	21
19	153	94410	14520	011203	1007	61	24
19	153	94410	14520	011203	1008	75	20
19	153	94410	14520	011203	1009	196	92
19	153	94410	14520	011203	1010	100	31
19	153	94410	14520	011203	1011	24	14
19	153	94410	14520	011203	1012	0	0
19	153	94410	14520	011203	1013	27	13
19	153	94410	14520	011203	1014	28	14
19	153	94410	14520	011203	1015	0	0
19	153	94410	14520	011203	1016	226	145
19	153	94410	14520	011203	1017	30	19
19	153	94410	14520	011203	1018	25	17
19	153	94410	14520	011203	1019	44	23
19	153	94410	14520	011203	1020	0	0
19	153	94410	14520	011203	2000	0	0
19	153	94410	14520	011203	2001A	85	43
19	153	94410	14520	011203	2001B	0	0
19	153	94410	14520	011203	2002	167	60
19	153	94410	14520	011203	2003	27	13
19	153	94410	14520	011203	2004	46	16
19	153	94410	14520	011203	2005	62	20
19	153	94410	14520	011203	2006A	125	45
19	153	94410	14520	011203	2006B	0	0
19	153	94410	14520	011203	2006C	0	0
19	153	94410	14520	011203	2006D	0	0
19	153	94410	14520	011203	2007A	41	13
19	153	94410	14520	011203	2007B	0	0
19	153	94410	14520	011203	2008	82	34
19	153	94410	14520	011203	2009	57	17
19	153	94410	14520	011203	2010	245	102
19	153	94410	14520	011203	2011	52	21
19	153	94410	14520	011203	2012	60	19
19	153	94410	14520	011203	2013	73	24
19	153	94410	14520	011203	2014	25	10
19	153	94410	14520	011203	2015	26	10
19	153	94410	14520	011203	3000	0	0
19	153	94410	14520	011203	3001	10	2
19	153	94410	14520	011203	3002	0	0
19	153	94410	14520	011203	3003	0	0
19	153	94410	14520	011203	3004	0	0
19	153	94410	14520	011203	3005	192	73
19	153	94410	14520	011203	3006	47	19
19	153	94410	14520	011203	3007	63	19
19	153	94410	14520	011203	3008	47	16
19	153	94410	14520	011203	3009	150	62
19	153	94410	14520	011203	3010	63	57
19	153	94410	14520	011203	3011	0	0
19	153	94410	14520	011203	3012A	33	18

19	153	94410	14520	011203	3012B	0	0
19	153	94410	14520	011203	3012C	0	0
19	153	94410	14520	011203	3013	185	75
19	153	94410	14520	011203	3014	0	0
19	153	94410	14520	011203	3015	0	0
19	153	94410	14520	011203	3016	88	33
19	153	94410	14520	011203	3017	102	33
19	153	94410	14520	011203	3018	0	0
19	153	94410	14520	011203	3019	0	0
19	153	94410	14520	011203	3020	93	37
19	153	94410	14520	011203	3021	36	12
19	153	94410	14520	011206	2001A	0	0
19	153	94410	14520	011206	2001B	0	0
19	153	94410	14520	011206	2001C	0	0
19	153	94410	14520	011206	2001D	0	0
19	153	94410	14520	011206	2003	115	105
19	153	94410	14520	011206	2004	107	109
					Total:	7,022	2,933

Source: U.S. Census Bureau

The Census Bureau has reviewed this data product to ensure appropriate access, use, and disclosure avoidance protection of the confidential source data (Project No. 04XR924014, Disclosure Review Board (DRB) approval number: CBDRB-FY21-DSEP-006).

Table DP-1. Profile of General Demographic Characteristics for Census Tract 011203; Polk County; Iowa
Special Census of Clive, Iowa: October 1, 2025

(Note: For information on data collection, confidentiality protection, nonsampling error, subject definitions, and guidance on using the data, visit the 2020 Census Demographic and Housing Characteristics File (DHC) Technical Documentation webpage at <www.census.gov/programs-surveys/decennial-census/technical-documentation/complete-technical-documents.2020.html#dhc-and-dp>)

Subject	Special Census	
	Count	Percent
SEX AND AGE		
Total population	3,552	100.0
Under 5 years	174	4.9
5 to 9 years	196	5.5
10 to 14 years	188	5.3
15 to 19 years	185	5.2
20 to 24 years	109	3.1
25 to 29 years	58	1.6
30 to 34 years	119	3.4
35 to 39 years	156	4.4
40 to 44 years	197	5.5
45 to 49 years	194	5.5
50 to 54 years	218	6.1
55 to 59 years	274	7.7
60 to 64 years	288	8.1
65 to 69 years	344	9.7
70 to 74 years	281	7.9
75 to 79 years	242	6.8
80 to 84 years	161	4.5
85 years and over	168	4.7
Selected Age Categories		
16 years and over	2,955	83.2
18 years and over	2,859	80.5
21 years and over	2,776	78.2
62 years and over	1,360	38.3
65 years and over	1,196	33.7
Male population	1,674	100.0
Under 5 years	94	5.6
5 to 9 years	89	5.3
10 to 14 years	95	5.7
15 to 19 years	89	5.3
20 to 24 years	61	3.6
25 to 29 years	28	1.7
30 to 34 years	51	3.0
35 to 39 years	73	4.4
40 to 44 years	98	5.9
45 to 49 years	97	5.8
50 to 54 years	104	6.2
55 to 59 years	120	7.2
60 to 64 years	142	8.5
65 to 69 years	163	9.7
70 to 74 years	124	7.4
75 to 79 years	97	5.8
80 to 84 years	81	4.8
85 years and over	68	4.1

Table DP-1. Profile of General Demographic Characteristics for Census Tract 011203; Polk County; Iowa
Special Census of Clive, Iowa: October 1, 2025

(Note: For information on data collection, confidentiality protection, nonsampling error, subject definitions, and guidance on using the data, visit the 2020 Census Demographic and Housing Characteristics File (DHC) Technical Documentation webpage at <www.census.gov/programs-surveys/decennial-census/technical-documentation/complete-technical-documents.2020.html#dhc-and-dp>)

Subject	Special Census	
	Count	Percent
Selected Age Categories		
16 years and over	1,376	82.2
18 years and over	1,328	79.3
21 years and over	1,286	76.8
62 years and over	612	36.6
65 years and over	533	31.8
Female population	1,878	100.0
Under 5 years	80	4.3
5 to 9 years	107	5.7
10 to 14 years	93	5.0
15 to 19 years	96	5.1
20 to 24 years	48	2.6
25 to 29 years	30	1.6
30 to 34 years	68	3.6
35 to 39 years	83	4.4
40 to 44 years	99	5.3
45 to 49 years	97	5.2
50 to 54 years	114	6.1
55 to 59 years	154	8.2
60 to 64 years	146	7.8
65 to 69 years	181	9.6
70 to 74 years	157	8.4
75 to 79 years	145	7.7
80 to 84 years	80	4.3
85 years and over	100	5.3
Selected Age Categories		
16 years and over	1,579	84.1
18 years and over	1,531	81.5
21 years and over	1,490	79.3
62 years and over	748	39.8
65 years and over	663	35.3
MEDIAN AGE BY SEX		
Both sexes	54.6	(X)
Male	52.3	(X)
Female	55.7	(X)
RACE		
Total population	3,552	100.0
One Race	3,449	97.1
White	3,200	90.1
Black or African American	19	0.5
American Indian and Alaska Native	0	0.0
Asian	190	5.3
Native Hawaiian and Other Pacific Islander	1	0.0
Some Other Race	39	1.1
Two or More Races	103	2.9

Table DP-1. Profile of General Demographic Characteristics for Census Tract 011203; Polk County; Iowa
Special Census of Clive, Iowa: October 1, 2025

(Note: For information on data collection, confidentiality protection, nonsampling error, subject definitions, and guidance on using the data, visit the 2020 Census Demographic and Housing Characteristics File (DHC) Technical Documentation webpage at <www.census.gov/programs-surveys/decennial-census/technical-documentation/complete-technical-documents.2020.html#dhc-and-dp>)

Subject	Special Census	
	Count	Percent
TOTAL RACES TALLIED [1]		
Total races tallied	3,673	103.4
White alone or in combination with one or more other races	3,290	92.6
Black or African American alone or in combination with one or more other races	36	1.0
American Indian and Alaska Native alone or in combination with one or more other races	20	0.6
Asian alone or in combination with one or more other races	241	6.8
Native Hawaiian and Other Pacific Islander alone or in combination with one or more other ra	7	0.2
Some Other Race alone or in combination with one or more other races	79	2.2
HISPANIC OR LATINO		
Total population	3,552	100.0
Hispanic or Latino (of any race)	78	2.2
Not Hispanic or Latino	3,474	97.8
HISPANIC OR LATINO BY RACE		
Total population	3,552	100.0
Hispanic or Latino	78	2.2
White alone	32	0.9
Black or African American alone	4	0.1
American Indian and Alaska Native alone	0	0.0
Asian alone	0	0.0
Native Hawaiian and Other Pacific Islander alone	0	0.0
Some Other Race alone	28	0.8
Two or More Races	14	0.4
Not Hispanic or Latino	3,474	97.8
White alone	3,168	89.2
Black or African American alone	15	0.4
American Indian and Alaska Native alone	0	0.0
Asian alone	190	5.3
Native Hawaiian and Other Pacific Islander alone	1	0.0
Some Other Race alone	11	0.3
Two or More Races	89	2.5
RELATIONSHIP		
Total population	3,552	100.0
In households	3,478	97.9
Householder	1,441	40.6
Opposite-sex spouse	1,017	28.6
Same-sex spouse	11	0.3
Opposite-sex unmarried partner	26	0.7
Same-sex unmarried partner	5	0.1
Child [2]	882	24.8
Under 18 years	648	18.2
Grandchild	21	0.6
Under 18 years	14	0.4
Other relatives	55	1.5
Nonrelatives	20	0.6
In group quarters	74	2.1

Table DP-1. Profile of General Demographic Characteristics for Census Tract 011203; Polk County; Iowa
Special Census of Clive, Iowa: October 1, 2025

(Note: For information on data collection, confidentiality protection, nonsampling error, subject definitions, and guidance on using the data, visit the 2020 Census Demographic and Housing Characteristics File (DHC) Technical Documentation webpage at <www.census.gov/programs-surveys/decennial-census/technical-documentation/complete-technical-documents.2020.html#dhc-and-dp>)

Subject	Special Census	
	Count	Percent
Institutionalized population:	74	2.1
Male	21	0.6
Female	53	1.5
Noninstitutionalized population:	0	0.0
Male	0	0.0
Female	0	0.0
HOUSEHOLDS BY TYPE		
Total households	1,444	100.0
Married couple household	1,013	70.2
With own children under 18 [3]	313	21.7
Cohabiting couple household	30	2.1
With own children under 18 [3]	9	0.6
Male householder, no spouse or partner present:	110	7.6
Living alone	75	5.2
65 years and over	57	3.9
With own children under 18 [3]	17	1.2
Female householder, no spouse or partner present:	291	20.2
Living alone	230	15.9
65 years and over	174	12.0
With own children under 18 [3]	19	1.3
HOUSING OCCUPANCY		
Total housing units	1,475	100.0
Occupied housing units	1,444	97.9
Vacant housing units	31	2.1
For rent	15	1.0
Rented, not occupied	2	0.1
For sale only	6	0.4
Sold, not occupied	3	0.2
For seasonal, recreational, or occasional use	5	0.3
All other vacants	0	0.0
VACANCY RATES		
Homeowner vacancy rate (percent) [4]	0.4	(X)
Rental vacancy rate (percent) [5]	12.1	(X)
HOUSING TENURE		
Occupied housing units	1,444	100.0
Owner-occupied housing units	1,337	92.6
Renter-occupied housing units	107	7.4

To protect respondent confidentiality, data have undergone disclosure avoidance methods which add "statistical noise" - small, random additions or subtractions - to the data so that no one can reliably link the published data to a specific person or household. The Census Bureau encourages data users to aggregate small populations and geographies to improve accuracy and diminish implausible results.
An '(X)' means not applicable.

Table DP-1. Profile of General Demographic Characteristics for Census Tract 011203; Polk County; Iowa
Special Census of Clive, Iowa: October 1, 2025

(Note: For information on data collection, confidentiality protection, nonsampling error, subject definitions, and guidance on using the data, visit the 2020 Census Demographic and Housing Characteristics File (DHC) Technical Documentation webpage at <www.census.gov/programs-surveys/decennial-census/technical-documentation/complete-technical-documents.2020.html#dhc-and-dp>)

Subject	Special Census	
	Count	Percent

[1] The alone or in combination categories are tallies of responses rather than respondents. That is, the alone or in combination categories are not mutually exclusive. Individuals who reported two races were counted in two separate and distinct alone or in combination race categories, while those who reported three races were counted in three categories, and so on. For example, a respondent who indicated 'White ***and*** Black or African American' was counted in the White alone or in combination category as well as in the Black or African American alone or in combination category. Consequently, the sum of all alone or in combination categories equals the number of races reported (i.e., responses), which exceeds the total population.

[2] "Child" includes biological, adopted, and stepchildren of the householder.

[3] "Own children" includes biological, adopted, and stepchildren of the householder.

[4] The homeowner vacancy rate is the proportion of the homeowner inventory that is vacant "for sale." It is computed by dividing the total number of vacant units "for sale only" by the sum of owner-occupied units, vacant units that are "for sale only," and vacant units that have been sold but not yet occupied; and then multiplying by 100.

[5] The rental vacancy rate is the proportion of the rental inventory that is vacant "for rent." It is computed by dividing the total number of vacant units "for rent" by the sum of the renter-occupied units, vacant units that are "for rent," and vacant units that have been rented but not yet occupied; and then multiplying by 100.

Source: U.S. Census Bureau

The Census Bureau has reviewed this data product to ensure appropriate access, use, and disclosure avoidance protection of the confidential source data (Project No. 04XR924014, Disclosure Review Board (DRB) approval number: CBDRB-FY21-DSEP-006).

Memo

TO: Mayor and Council members
FROM: Madison Wirth, Deputy City Clerk
DATE: April 23, 2026
RE: Approve Retail Tobacco Sales License Renewal Application - David's Fine Tobaccos - 9759 University Ave

SYNOPSIS:
Staff recommends approval.

Attachments:
1. David's Fine Tobaccos

Memo

TO: Mayor and Council members
FROM: Madison Wirth, Deputy City Clerk
DATE: April 23, 2026
RE: Approve New Retail Tobacco Sales License Application - Afghan Supermarket - 8801 University Ave, Ste 25/26

SYNOPSIS:
Staff recommends approval.

Attachments:
1. Afghan Supermarket

Memo

TO: Mayor and Council members
FROM: Madison Wirth, Deputy City Clerk
DATE: April 23, 2026
RE: Approve Retail Tobacco Sales License Renewal Application - 515 Vape and Disc - 7600 University Ave, Ste H

SYNOPSIS:
Staff recommends approval.

Attachments:
None

Memo

TO: Mayor and Council members
FROM: Matthew Graham, City Clerk
DATE: April 23, 2026
RE: Approve Retail Alcohol Sales License Renewal Application - Love's Travel Stop #411 - 11820 Hickman Road

SYNOPSIS:
Staff recommends approval.

Attachments:
1. Love's Travel Stop #411 05_12_20026

Memo

TO: Mayor and Council members
FROM: Matthew Graham, City Clerk
DATE: April 23, 2026
RE: Approve Retail Alcohol Sales License Renewal Application - The Mandarin Grill and Sushi Bar - 1250 NW 128th Street, Suite 100

SYNOPSIS:
Staff recommends approval.

Attachments:
1. The Mandarin Grill and Sushi Bar 04_26_2026

Memo

TO: Mayor and Council members
FROM: Jonathan Cygan, Civil Engineer
DATE: April 23, 2026
RE: Resolution Accepting Work - Forest Avenue Water Main Replacement

SYNOPSIS:
The City of Clive awarded **Forest Avenue Water Main Replacement** contract to Absolute Group in the amount of $388,066.50. The project included the replacing water main along Forest Avenue between Elmcrest Drive to Indian Hills Drive. The work has now been completed.

As a final step in a capital improvements project, the City Council is required to pass a resolution accepting the completed work.

The work was reviewed by City staff and meets the requirements of the plans and specifications for the project. The final project cost is summarized below:

Original Contract Amount	$ 388,066.50
Change Order # 1	$ (73,104.73)
Final Contract Amount	$314,961.77

Absolute Group has provided all the necessary documentation to close out the project and staff recommends Council approve the resolution accepting the work and approving final cost for the Forest Avenue Water Main Replacement. The remaining retainage of $9,448.85 will be released no less than 30 days after final acceptance.

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

Attachments:
1. Resolution - Accepting Work

RESOLUTION NO. _____

RESOLUTION ACCEPTING WORK FOR THE
FOREST AVENUE WATER MAIN REPLACEMENT PROJECT

WHEREAS, the City entered into an agreement in connection with the Forest Avenue Water Main Replacement Project (the "Project"); and

WHEREAS, the work has now been completed under the Project; and

WHEREAS, in the judgment of the City Council, the work appears to meet the requirements of the plans and specifications for the Project, and City staff has recommended the acceptance of such Project.

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

> The work on the Project is hereby accepted, and except for the remaining retainage to be held by the City for not less than thirty (30) days after acceptance of the Project, the amount due to the contractor is hereby ordered paid from available funds from which payment for the Project may be made.

PASSED AND APPROVED this ____ day of _____, 2026.

By:_____
John Edwards, Mayor

ATTEST:

_____
Matthew D. Graham, City Clerk

Memo

TO: Mayor and Council members
FROM: Jeff Thielen, Parks Manager
DATE: April 23, 2026
RE: Approve Pay Request # 2 - HGS, LLC - Little Walnut Creek West of Alice's Road Large Woody Vegetation Management - $509,876.48

SYNOPSIS:
Staff recommends approval of Pay Request # 2 to HGS, LLC for Brush Cutting, Tree Removals, and Log Harvesting on the Little Walnut Creek West of Alice's Road Large Woody Vegetation Management Project. – HGS, LLC - $509,876.48

Contract Breakdown:
Original Contract Amount - $1,795,497.25
Change Order #1 (Credit) - $(51.22)
Total Contract Amount - $1,795,466.03

3/12/2026 - Pay Request # 1: $256,395.86
4/23/2026 - Pay Request # 2: $509,876.48

Payments to Date: $766,272.34
Contract Remaining: $1,029,193.69

Attachments:
1. HGS Pay Request # 2 $509,876.48

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

#IN61902

4/30/2026

Bill To

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

Due Date: 5/30/2026

Amount Due: **$509,876.48**

Project

PRJ113659 City of Clive (HGS) : Little Walnut Creek West of Alice's Road

Terms	Due Date	PO #	Retainage Invoice #
Net 30	5/30/2026	113659	

Item #	Description	UOM	Contracted	Previously Billed	Unit Price	Quantity	Amount
1-1	Phase 1 - Brush Cutting (ALL) < 6" DBH	AC	11.490	8.820	$3,094.00	2.670	$8,260.98
1-2	Phase 1 - Tree Removal (ALL) 6-9" DBH	EACh	198.000	0.000	$440.00	178.000	$78,320.00
1-3	Phase 1 - Tree Removal (ALL) 10-26" DBH	EACH	507.000	0.000	$552.00	457.000	$252,264.00
1-4	Phase 1 - Tree Removal (ALL) > 26" DBH	EACH	14.000	0.000	$936.00	14.000	$13,104.00
1-5	Phase 1 - Brush Cutting (TARGET) < 6" DBH	AC	20.440	7.760	$3,053.00	9.500	$29,003.50
1-6	Phase 1 - Tree Removal (TARGET) 6-9" DBH	EACH	295.000	70.000	$456.00	190.000	$86,640.00
1-7	Phase 1 - Tree Removal (TARGET) 10-26" DBH	EACH	453.000	285.000	$553.00	68.000	$37,604.00
1-8	Phase 1 - Tree Removal (TARGET) > 26" DBH	EACH	8.000	0.000	$936.00	5.000	$4,680.00
2-1	Phase 2 - Brush Cutting (ALL) < 6" DBH	AC	12.720	0.000	$3,068.00	0.000	$0.00
2-2	Phase 2 - Tree Removal (ALL) 6-9" DBH	EACH	210.000	0.000	$451.00	0.000	$0.00
2-3	Phase 2 - Tree Removal (ALL) 10-26" DBH	EACH	348.000	0.000	$565.00	0.000	$0.00
2-4	Phase 2 - Tree Removal (ALL) > 26" DBH	EACH	9.000	0.000	$926.00	0.000	$0.00
2-5	Phase 2 - Brush Cutting (TARGET) < 6" DBH	AC	39.010	0.000	$3,069.00	0.000	$0.00
2-6	Phase 2 - Tree Removal (TARGET) 6-9" DBH	EACH	481.000	0.000	$467.00	0.000	$0.00
2-7	Phase 2 - Tree Removal (TARGET) 10-26" DBH	EACH	221.000	0.000	$565.00	0.000	$0.00
2-8	Phase 2 - Tree Removal (TARGET) > 26" DBH	EACH	14.000	0.000	$941.00	0.000	$0.00
3	As-Built Documentation	EACH	2.000	0.000	$11,614.00	0.000	$0.00
4	SWPPP Management	LS	1.000	0.000	$17,021.00	0.000	$0.00
5	Mobilization	EACH	2.000	0.500	$31,781.00	0.000	$0.00

IN61902

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

#IN61902

4/30/2026

Total	$509,876.48
Taxes	$0.00
Retainage %	0.0%
Less Retainage	$0.00
Total Due	$509,876.48

APPROVED FOR PAYMENT
BY
DATE 4/15/26
ACCT # 389-5750-6799
ITEM Little Walnut Creek West
Large woody vegetation Management
Pay Request # 2

IN61902

Memo

TO: Mayor and Council members
FROM: Jeff May, Public Works Director
DATE: April 23, 2026
RE: Approve Pay Request #2 - Final - Release of Retainage - Hydro-Klean - $4,407.59

SYNOPSIS:
At the December 11, 2025 City Council Meeting, the City of Clive awarded the **2025/26 Sanitary Sewer Lining Program** contract to Hydro-Klean, LLC, in the amount of $147,031.20. The project has been accepted and this Pay Request #2-Final – Release of Retainage, releases the retainage for the project.

Pay Request

Contract Award Amount	$	147,031.20
Change Order #1-Final	$	-111.60
Current Contract Amount	$	146,919.60
Work Completed		
Pay Request #1	$	146,919.60
Pay Request #2-Final-Release of Retainage	$	0.00
Total Completed to Date	$	146,919.60
Retainage (0%)	$	0.00
Total Amount Due Contractor (less retainage)	$	146,919.60
Amount Previously Paid	$	142,512.01
Amount due this Pay Request	**$**	**4,407.59**
Percent Complete		100.0%

Staff recommends approval of payment to Hydro-Klean, LLC, in the amount of $4,407.59.

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. 04-23-26- 2025-26 Sewer Rehab - Pay Request 2 - Final Release of Retainage

PAY REQUEST NO. 2 Final - Release of Retainage

Public Works Department
2123 NW 111th Street
Clive, IA 50325-3755
(515) 223-6230 Fax (515) 223-6013

CONTRACTOR:
Hydro-Klean, LLC
333 NW 49th Place
Des Moines, IA 50313

Project Title	2025/2026 Sanitary Sewer Lining Program	
Clive Project File Number		
Amount Due This Pay Request	$4,407.59	
Orig. Contract Amount & Date	$147,031.20	December 11, 2025
Estimated Completion Date	4/3/26	
Pay Period	2/12/26 - 3/30/26	
Pay Request Number	2 Final - Release of Retainage	
Date	March 30, 2026	

BID ITEMS

Item No.	Description			Unit	Est. Qty	Unit Price	Contract Amount	Quantity (ft) Completed	Ft/Adj	Value Completed
	Segment No	Size	Street/Location							
1	SGM05025	8	NW 92nd Street	LF	151	$33.00	$4,983.00	151	0.0	$4,983.00
2	SGM05026	8	NW 92nd Street	LF	109	$33.00	$3,597.00	108	-1.0	$3,564.00
3	SGM05029	8	NW 92nd Street	LF	210	$33.00	$6,930.00	209	-1.0	$6,897.00
4	SGM05030	8	NW 92nd Street	LF	187	$33.00	$6,171.00	187	0.0	$6,171.00
5	SGM05032	8	NW 92nd Street	LF	210	$33.00	$6,930.00	211	1.0	$6,963.00
5	SGM05033	8	NW 92nd Street	LF	94	$33.00	$3,102.00	94	0.0	$3,102.00
6	SGM05034	8	NW 92nd Street	LF	193	$33.00	$6,369.00	195	2.0	$6,435.00
7	SGM05035	8	NW 92nd Street	LF	336	$33.00	$11,088.00	335	-1.0	$11,055.00
8	SGM05036	10	NW 91st Street	LF	290	$37.20	$10,788.00	290	0.0	$10,788.00
9	SGM05037	10	NW 91st Street	LF	300	$37.20	$11,160.00	300	0.0	$11,160.00
10	SGM05038	10	NW 91st Street	LF	325	$37.20	$12,090.00	326	1.0	$12,127.20
11	SGM05039	10	Clark Street	LF	329	$37.20	$12,238.80	328	-1.0	$12,201.60
12	SGM05040	10	NW 91st Street	LF	211	$37.20	$7,849.20	209	-2.0	$7,774.80
13	SGM05041	10	NW 91st Street	LF	195	$37.20	$7,254.00	192	-3.0	$7,142.40
14	SGM05045	10	NW 91st Street	LF	385	$37.20	$14,322.00	386	1.0	$14,359.20
15	SGM05044	10	Carpenter Circle Drive	LF	386	$37.20	$14,359.20	387	1.0	$14,396.40
	Lateral Reinstatement			Ea.	90	$50.00	$4,500.00	90	0.0	$4,500.00
	Traffic Control			LS	1	$1,500.00	$1,500.00	1.00	0.00	$1,500.00

BID ITEMS							
Bid Item No.	Description	Unit	Estimated (ft) Qty	Unit Price	Contract Amount	Quantity (ft) Completed	Value Completed
1	8" Continuous Liner	LF	1,490	$33.00	$49,170.00	1,490.0	$49,170.00
2	10" Continuous Liner	EA	2,421	$37.20	$90,061.20	2,418.0	$89,949.60
3	Service Reinstatement	EA	90	$50.00	$4,500.00	90.0	$4,500.00
4	Traffic Control	LS	1.0	$3,300.00	$3,300.00	1.0	$3,300.00
5							
6							
7							
				TOTAL	$147,031.20		$146,919.60

$0.00

PAY REQUEST SUMMARY				
		Date Approved	Total Approved	Total Completed
Contract Price		12/11/25	$147,031.20	$146,919.60
Approved Change Order 1			-$111.60	
Approved Change Order 2				
Approved Change Order 3				
Approved Change Order 4				
Revised Contract Price			$146,919.60	$146,919.60
			Retainage (0%)	$0.00
			Total Earned Minus Retainage	$146,919.60
Total Previously Approved (list each)	Pay Request 1			$142,512.01
	Pay Request 2			
	Pay Request 3			
	Pay Request 4			
	Pay Request 5			
	Pay Request 6			
	Pay Request 7			
	Pay Request 8			
	Pay Request 9			
	Pay Request 10			
			Total Previously Approved	$142,512.01
			Amount Due This Request	**$4,407.59**
			Percent Complete	100.0%
			Percent of Contract Period Utilized	NA

Contractor: Hydro-Klean, LLC	Recommended By: City of Clive	Checked By: City of Clive
Signature: MPL	Signature:	Signature:
Name: Melissa Plopiis	Name: Jeff May	Name: Jeff Nuss
Title: VP of Finance	Title: Public Works Director	Title: Public Works Supervisor
Date: 4/14/26	Date:	Date:

Owner: City of Clive
Owner's Approval:

By _____ Date: _____

Memo

TO: Mayor and Council members
FROM: Matt McQuillen, City Manager
DATE: April 23, 2026
RE: Approve Pay Request #7 - DCI Group - City Hall Remodel Phase 2 Project - $48,897.01

SYNOPSIS:
Staff recommends approval of Pay Request #7 to DCI Group for construction management services completed to date for Phase 2 of the City Hall Remodel Project. Demolition, wall/ceiling and flooring installation in the Phase 2 area is complete. Finish painting and door/storefront installation is underway, along with HVAC testing.

Construction Management Services (Fee and Staff Costs)

Estimated Contract Amount	$ 277,201.96	(Contract Approved 8/28/25)
Pay Request #1	$ 24,195.19	Approved 11/13/25
Pay Request #2	$ 25,096.79	Approved 11/13/25
Pay Request #3	$ 22,391.99	Approved 1/8/26
Pay Request #4	$ 25,096.79	Approved 1/8/26
Pay Request #5	$ 30,626.19	Approved 2/26/26
Pay Request #6	$ 41,271.99	Approved 3/26/26
Pay Request #7	**$ 44,963.19**	
Balance Remaining	$ 63,559.83	

General Conditions/Reimbursements

Estimated Contract Amount	$ 66,108.99	(Contract Approved 8/28/25)
Pay Request #1	$ 12,729.15	Approved 11/13/25
Pay Request #2	$ 5,416.84	Approved 11/13/25
Pay Request #3	$ 3,854.12	Approved 1/8/26
Pay Request #4	$ 3,786.27	Approved 1/8/26
Pay Request #5	$ 3,950.70	Approved 2/26/26
Pay Request #6	$ 5,991.93	Approved 3/26/26
Pay Request #7	**$ 3,933.82**	
Balance Remaining	$ 26,446.16	

Total – Pay Request #7 $ 48,897.01
Acct # 350-5750-6407

Attachments:
1. DCI Group - Phase 2 CMA - Pay App 7 4-23-26

DCI GROUP
DESIGN + CONSTRUCTION INTEGRATION

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

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

INVOICE # 9

Date: 3/31/2026
Invoice #: 25-011-09

CM Services performed:
Clive City Hall - Phase 2

Period Completed:
March 2026

Vendor:	Description	Amount	
DCI Group	Construction	$	40,603.20
DCI Group	Fee	$	4,359.99
DCI Group	Project Reimbursables	$	3,933.82
	TOTAL DUE:	**$**	**48,897.01**

By: _____ Date: _____

DCI GROUP

App # : 9
App Date: March-26

Description of Work	Scheduled Value	Changes	Revised Value	WORK COMPLETED Previous	WORK COMPLETED This Period	Total Completed	Balance Remaining
Clive City Hall - Phase 2							
Construction - Staff	$ 237,962.08	$ -	$ 237,962	$ 142,519.00	$ 40,603.20	$ 183,122.20	$ 54,839.88
CM Fee	$ 39,239.88	$ -	$ 39,240	$ 26,159.92	$ 4,359.99	$ 30,519.91	$ 8,719.97
Reimbursables	$ 66,108.99	$ -	$ 66,109	$ 35,729.01	$ 3,933.82	$ 39,662.83	$ 26,446.16
TOTAL	$ 343,310.95	$ -	$ 343,310.95	$ 204,407.93	$ 48,897.01	$ 253,304.94	$ 90,006.01

Clive City Hall - Phase 2

Construction

Personnel	Hourly Rate	Contract	Previous	This Period	Total	Balance	Cost
Project Executive	$ 142.00	156	104	17.6	121.6	34	$ 2,499.20
Project Superintendent	$ 118.00	567	214.5	176	390.5	176	$ 20,768.00
Project Manager	$ 112.00	738	520	88	608	130	$ 9,856.00
Project Engineer	$ 85.00	780	520	88	608	172	$ 7,480.00
Total							$ 40,603.20

Reimbursables

Vendor	Description	Invoice #	Amount
DCI Group	Safety		$ 500.00
DCI Group	Truck/Fuel		$ 1,350.00
Willscot	Mobile Office	9025768364	$ 1,529.57
Waste Connections of Iowa	Waste Management	3857084T071	$ 297.55
A King's Throne	Portable Toilet	170357	$ 256.70
			$ -
			$ -
			$ -
			$ -
			$ -
		Total	$ 3,933.82

Invoice

A King's Throne
450 NE 44th Avenue
Des Moines, IA 50313
515-288-5464
invoicing@akingsthrone.com

Date	Invoice #
3/9/2026	CRO170357

Bill To

DCI Group Inc.
220 Southeast 6th Street
Des Moines, Iowa 50309

Service Address

DCI Group Clive City Hall
1900 Northwest 114th Street
Clive, Iowa 50325

P.O. No.	Terms	Due Date
Job# 25011	Net 28	4/6/2026

Quantity	Description	Rate	Amount
2	Service of Construction Unit (3/9/2026 to 4/5/2026)	90.00	180.00
2	Rental of Construction Unit (3/9/2026 to 4/5/2026)	5.00	10.00T
2	Environmental Fee	15.00	30.00
2	Winter Fee	18.00	36.00
	Sales Tax	7.00%	0.70

To Pay Online
www.akingsthrone.com

Credit Card Payments will incur a 3.95% surcharge ACH Payments - no charge

Payments/Credits	$0.00
Total	$256.70
Balance Due	$256.70

Late Fee $5 per 28 days past due/ Rtn ck & decline card fee $30 / Prices subject to change at anytime

WASTE CONNECTIONS OF IOWA, INC.
DES MOINES DISTRICT
4705 NE 22ND ST
DES MOINES IA 50313-2513
DISTRICT NO. 3071

DCI GROUP - CITY HALL
200
220 SE 6TH ST
DES MOINES IA 50309

Scan to pay online

ACCOUNT NO.	3071-9054668-004
INVOICE NO.	3867094T071
STATEMENT DATE	03/01/26
DUE DATE	03/23/26
BILLING PERIOD	02/01/26 - 02/28/26

FOR ASSISTANCE
Office (515) 265-7374
One Time Payments 800-457-1379

002761 1/1

INVOICE STATEMENT

Date	Description			Amount
	Previous Balance		$	805.00
	Service Location	**Dci Group - City Hall**		
	Acct #9054668-004	**1900 Nw 114Th St**		
02/06/26	Disposal 32516325	1.41 @ $55.00	$	77.55
02/06/26	Roll Off 30 Yards 1234892	1 Each @ $220.00	$	220.00
	Current Charges And Fees		$	297.55
	Total Due		$	1,102.55

As a result of cost increase, you may notice an increase on your next statement.

Payment for previous balance is now due. Please pay promptly to avoid service interruption.

A finance charge of 1.5% will be assessed on all past due balances.

****** **Visit our website at : www.wcDesMoines.com** ******

Please remit to the address below and return your remit stub with your payment.

WASTE CONNECTIONS OF IOWA, INC.
DES MOINES DISTRICT
4705 NE 22ND ST
DES MOINES IA 50313-2513

AB 01 002761 80893 H 9 A

DCI GROUP - CITY HALL
200
220 SE 6TH ST
DES MOINES IA 50309-4844

ACCOUNT NO.	3071-9054668-004
INVOICE NO.	3867094T071
STATEMENT DATE	03/01/26
DUE DATE	03/23/26
PAY THIS AMOUNT	**$1,102.55**

WRITE IN AMOUNT PAID $

☐ TO CHANGE ADDRESS
Check here and complete the information on the reverse side.

MAIL PAYMENT TO:
WASTE CONNECTIONS OF IOWA, INC.
DES MOINES DISTRICT
PO BOX 679869
DALLAS TX 75267-9869

3071 0000000000000X9054668X0047 00000110255000000000000003857094 6

WASTE CONNECTIONS OF IOWA, INC.
DES MOINES DISTRICT
4705 NE 22ND ST
DES MOINES IA 50313-2613
DISTRICT NO. 3071

ACCOUNT NO.	**3071-9054668-004**
INVOICE NO.	**3857094T071**
STATEMENT DATE	**03/01/26**
DUE DATE	**03/23/26**
BILLING PERIOD	**02/01/26 - 02/28/26**

DCI GROUP - CITY HALL
200
220 SE 6TH ST
DES MOINES IA 50309

VIEW/PAY YOUR BILL ONLINE!
* Make payments * Set up recurring payments *
*Access your account 24/7 *Go paperless * View Statements *
It's FREE! There is no charge to view or pay your bill on our website
Go to myaccount.wcicustomer.com and follow the online bill pay prompts to register today.

Change of Billing Address
Visit: http://www.wcicustomer.com/changeBillAddress
OR fill this out and return with your payment

Name _____

Street Address _____

City _____ State _____ Zip _____

Phone ( ) _____

WILLSCOT™

6400 E MCDOWELL RD. SUITE 300
SCOTTSDALE, AZ 85257

(800) 782-1500
customersuccess@willscot.com
www.willscot.com
Fed ID# 52-0665775

INVOICE

Customer #	Bill to #	Invoice #	Invoice Date	Terms
10434264	141211	9025768364	3/12/2026	NET 10

PAYMENT DUE	**$1,726.97**
INVOICE DUE DATE	**3/22/2026**

752

DCI GROUP INC
220 SE 6TH ST STE 200
DES MOINES IA 50309-4845

BRANCH:

MD DES MOINES IA
3100 DIXON ST
DES MOINES IA 50313
(515) 666-8143

Contract #	Contract Start Date	Customer PO	Ordered By	Rental Period	Job Location
1002522418	10/24/2024	TBD	Seth Riggs (515) 450-8969	3/12/2026 - 4/8/2026	1801 NW 114TH ST CLIVE IA 50325

Quantity	Item #/Description	Price/Rate	Amount
Rental Pricing Per Billing Cycle			
	60x12 Mobile Office or Similar SFS-00517	$974.00	$974.00 T*
	PERSONAL PROPERTY EXPENSES		0.00 T*
1	Professional Conference Package	$143.75	$143.75 T*
1	General Liability Insurance	$18.00	$18.00 T*
2	Prof. Entrance - Steps w/ Canopy	$100.00	$200.00 T*
1	Window/Door Security Bundle - 40ft & Gre	$93.75	$93.75 T*
Other Charges			
~~1~~	~~INTEREST CHARGE~~	~~$162.40~~	~~$162.40~~ ~~N*~~
		Sub-total	$1,591.90
		~~Late Payment Fee~~	~~$35.00~~ ~~N*~~
		Tax	$100.07
		INVOICE TOTAL	**$1,726.97**

$1,529.57

Invoice in USD

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800.782.1500 WillScotSolutionsCenter.com

You remain responsible for the invoice balance if there is an issue with your method of payment. Late fees and interest charges may be assessed if payment is not made within terms.

PLEASE REMIT WITH PAYMENT

INVOICE TOTAL	**$1,726.97**
Invoice #:	**9025768364**
Due Date:	**3/22/2026**
Customer:	**DCI GROUP INC**
Customer #:	**10434264**

PLEASE REMIT TO:

WILLIAMS SCOTSMAN, INC.
PO BOX 91975
CHICAGO IL 60693-1975

5245106.20260304937O3.00752

Memo

TO: Mayor and Council members
FROM: Rai Tokuhisa, Water Resource Engineer
DATE: April 23, 2026
RE: Approve Pay Request #21 – Stantec Consulting Services - Little Walnut Creek Restoration and Trail Construction - $ 2,661.25

SYNOPSIS:
Staff recommends approval of Pay Request #21 to Stantec Consulting Services for the work performed on the Little Walnut Creek Restoration and Trail Construction project (Resolution 2023-023, Stantec No. 193806064). Work on this pay request included mitigation banking, stream design, and trail design.

Project: 389-5750-6407 Pay Request #21 - $2,661.25

A breakdown of the contract status is as follows and a payment detail is attached:

Total Approved Agreement Amount:	**$1,055,974.00**
Paid to date:	$994,591.80
Amount remaining on agreement:	$61,382.20
Total requested to date:	$997,253.05
Total amount due this pay request:	$2,661.25
Amount remaining on agreement after this pay request:	**$58,720.95**

Attachments:
1. LWC_Stantec_Ph2_Invoice # 21_StaffMemo
2. Pay Request #21 - Stantec

Public Works
2123 NW 111th Street
Clive, IA 50325
515.223.6231
cityofclive.com

TO: **Honorable Mayor and City Council**
FROM: **Rai Tokuhisa, Water Resources Engineer**
DATE: **23 APR 2026**
RE: **Approve Pay Request #21 – Stantec Consulting Services - Little Walnut Creek Restoration and Trail Construction - $ 2,661.25**

Staff recommends approval of Pay Request #21 to Stantec Consulting Services for the work performed on the Little Walnut Creek Restoration and Trail Construction project (Resolution 2023-023, Stantec No. 193806064). Work on this pay request included mitigation banking, stream design, and trail design.

Project: 389-5750-6407 Pay Request #21 - $2,661.25

A breakdown of the contract status is as follows:

Original Contract Amount $671,060.00

Amendment #1: $66,798.00
Amendment #2: $109,005.00
Amendment #3: $209,111.00
Total Approved Agreement Amount: $1,055,974.00

Item	Council Date	Amount
Stantec Phase 2 Payment #1	3/14/2024	$71,977.55
Stantec Phase 2 Payment #2	3/31/023	$41,298.00
Stantec Phase 2 Payment #3	4/27/023	$176,423.61
Stantec Phase 2 Payment #4	9/14/2023	$133,634.59
Stantec Phase 2 Payment #5	12/14/2023	$4,281.98
Stantec Phase 2 Payment #6	12/14/2023	$24,238.82
Stantec Phase 2 Payment #7	2/1/2024	$30,844.25
Stantec Phase 2 Payment #8	2/8/2024	$6,682.25
Stantec Phase 2 Payment #9	7/11/2024	$104,064.15
Stantec Phase 2 Payment #10	2/27/2025	$199,350.00
Stantec Phase 2 Payment # 11	7/10/2025	$12,736.50
Stantec Phase 2 Payment # 12	7/10/2025	$19,223.50
Stantec Phase 2 Payment # 13	9/25/2025	$33,385.00
Stantec Phase 2 Payment # 14	9/25/2025	$12,481.25
Stantec Phase 2 Payment # 15	9/25/2025	$37,334.25
Stantec Phase 2 Payment # 16	9/25/2025	$16,217.50
Stantec Phase 2 Payment # 17	11/13/2025	$32,250.85
Stantec Phase 2 Payment # 18	1/29/2026	$26,551.00
Stantec Phase 2 Payment # 19	1/29/2026	$2,588.00

Memo (cont.)

Stantec Phase 2 Payment # 20	1/29/2026	$9,028.75
Stantec Phase 2 Pay Request # 21	4/23/2026	$2,661.25

Paid to date:	$994,591.80
Amount remaining on agreement:	$61,382.20
Total requested to date:	$997,253.05
Total amount due this pay request:	$2,661.25
Amount remaining on agreement after this pay request:	**$58,720.95**

Stantec

INVOICE

Invoice Number	2511559
Invoice Date	January 21, 2026
Purchase Order	--
Customer Number	142965
Project Number	193806064

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

EFT/ACH Remit To (Preferred)
Stantec Consulting Services Inc. (SCSI)
Bank of America
ABA No. : 111000012
Account No: 3752096026
Email Remittance: eft@stantec.com

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

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

Project Manager	Schlegel, Kellie Marie	Contract Upset	1,052,680.00
Current Invoice Total (USD)	2,661.25	Contract Billed to Date	1,040,042.07
		For Period Ending	**December 31, 2025**

Top Task **200** **Project Management**

Professional Services

Category/Employee		Current Hours	Rate	Current Amount
	Chapman, Debra J (Debbie)	1.00	155.00	155.00
	Schlegel, Kellie Marie	1.75	189.00	330.75
	Subtotal Professional Services	2.75		485.75

Top Task Subtotal Project Management 485.75

Top Task **203** **Mitigation Banking**

Professional Services

Category/Employee		Current Hours	Rate	Current Amount
	Harris, Abby Irene	9.25	179.00	1,655.75
	Stanley, William L (Will)	2.75	189.00	519.75
	Subtotal Professional Services	12.00		2,175.50

Top Task Subtotal Mitigation Banking 2,175.50

Total Fees & Disbursements	2,661.25
INVOICE TOTAL (USD)	**2,661.25**

Net Due in 30 Days or in accordance with terms of the contract
Stantec will not change our banking information. If you receive a request noting our banking information has changed, please contact your Stantec Project Manager

Memo

TO: Mayor and Council members
FROM: Jeff Lucas, Recreation Manager
DATE: April 23, 2026
RE: Resolution Approving Professional Services Agreement with Central Iowa Officials, LLC for Umpire Services

SYNOPSIS:
Before you is a contract agreement between the City of Clive and Central Iowa Officials, LLC (CIO). CIO has been a long-standing provider of umpire services in the area for not only Clive but also West Des Moines, Waukee, and Grimes. CIO umpires work in partnership with Clive to administer over 400 softball league games at Campbell Park. We have been happy with the partnership and the professionalism of the men and women working Clive league games, and ultimately, how the umpires represent Clive. Staff recommends approval of the contract. The first pay application is also before you on the bill list.

Attachments:
1. Resolution
2. CIO Softball Contract 2026

RESOLUTION NO. _____

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

WHEREAS, the City has a responsibility to provide safe, fun, and affordable adult softball activities;

WHEREAS, the contractor will provide a service to the City, supplying umpires for adult softball league 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 umpire services for the City of Clive adult softball 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 umpires for City of Clive adult softball 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 _____, 2026.

By_____
John Edwards, Mayor

ATTEST:

_____
Matthew Graham, City Clerk

Clive
PARKS AND RECREATION

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 Adult Softball Leagues.
2. Contractor will personally oversee and supervise the umpires and provide necessary staffing.
3. Season dates are as followed (tentative):
    a. Spring Season: April 27-Jun 11 (No Games May 25)
    b. Summer Season: June 15-July 23
    c. Fall Season: July 27-Sept 3
4. Games will operate from 6:15-9:15pm start times on each season date listed above.
5. Games will be fifty-five (55) minutes in length.
6. Games will be played at Campbell Park Softball Fields, 12385 Woodlands Parkway, Clive, IA 50325.
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 (Special Events Building, Council Chambers, 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 providing one competent adult softball umpire per league and season ending tournament game. USA Softball or ASA certified umpires are preferred, but not mandatory. Officials will dress in a professional manner including: Black or Navy shorts, black shoes, appropriate umpire polo, shirt tucked in, and hat.

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 September 3, 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; this includes one umpire per 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 10TH day of FEBRUARY 2026.

Mayor of Clive, Iowa

Print: _____

Sign: _____

Title: _____

1900 NW 114th Street
Clive, Iowa 50325

Independent Contractor

Print: CENTRAL IOWA OFFICIALS III, LLC
JEFF HOLDORF

Sign: Jeff Holdorf

Address: 5621 WOODREED LANE
JOHNSTON, IA 50131

SSN/FEIN: 20-8828899

Memo

TO: Mayor and Council members
FROM: Kathryn Purvis, Planner
DATE: April 23, 2026
RE: Resolution Accepting 1st Amendment to Storm Sewer and Overland Flowage Easement for Lot 27, Shadow Creek West - 18225 Hidden Knoll

SYNOPSIS:
The owners of 18225 Hidden Knoll have requested approval to install a fence within the Storm Sewer and Overland Flowage Easement on the subject property. Staff have reviewed the request and determined that the fence should not have a negative impact on said easement.

In accordance with staff requirements, the property owners have executed the attached First Amendment to the Storm Sewer and Overland Flowage Easement, which outlines additional responsibilities associated with the improvement within the easement area. Staff recommends Council approve the document so that it can be recorded with the county.

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

Attachments:
1. 18225 Hidden Knoll Easement Agreement
2. 18225 Hidden Knoll Resolution

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

FIRST AMENDMENT TO STORM SEWER AND OVERLAND FLOWAGE EASEMENT

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

WHEREAS, Property Owner owns that property known as 18225 Hidden Knoll and legally described as Lot 27 of Shadow Creek West, an Official Plat, now included in and forming a part of the City of Clive, Dallas County, Iowa (hereinafter called "Property"); and

WHEREAS, a Declaration of Storm Sewer and Overland Flowage Easement was previously entered on November 11, 2023 and recorded in Book 2023 Page 17067 of the Dallas County Recorder (hereinafter called "Easement"), which prohibited the erection of any structure within the easement area; and

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

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

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

(a) Project is installed and maintained so that it does not impede the flow of surface water within the Easement.

(b) Project is installed and maintained so that the lowest horizontal member of the fence shall be a minimum of 4" above grade or shall be open style to allow the conveyance of storm water through the easement.

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

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

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

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

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

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

Dated this 20th day of March, 2026.

By: _____
Robert Rummelhart

By: _____
Angela Embree

STATE OF IOWA)
) SS:
COUNTY OF Dallas)

Subscribed and sworn to before me by Robert Rummelhart on this 20 day of March 2026.

_____
Notary Public in and for the State of Iowa

My commission expires: 10/16/2026

HEATHER CAREY
Commission Number 851411
My Commission Expires
10-16-2026

STATE OF IOWA)
) SS:
COUNTY OF Dallas)

Subscribed and sworn to before me by Angela Embree on this 20 day of March 2026.

_____
Notary Public in and for the State of Iowa

My commission expires: 10/16/2026

HEATHER CAREY
Commission Number 851411
My Commission Expires
10-16-2026

CITY OF CLIVE, IOWA

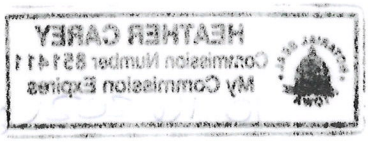
By _____
John Edwards, Mayor

ATTEST:

_____
Matthew D. Graham, City Clerk

STATE OF IOWA)
) SS
COUNTY OF POLK)

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



_____
Notary Public in and for the State of Iowa



My commission expires:_____

RESOLUTION NO. _____

RESOLUTION ACCEPTING
FIRST AMENDMENT TO STORM SEWER AND OVERLAND FLOWAGE EASEMENT FOR
SHADOW CREEK WEST, LOT 27 – 18225 HIDDEN KNOLL

WHEREAS, the owner of Shadow Creek West, Lot 27 in the City of Clive, Iowa (the "Property") has submitted to the City of Clive a First Amendment to Storm Sewer and Overland Flowage Easement to permit the installation of a fence within the easement area on the Property; and

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

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

That the «Amend» Amendment to Storm Sewer and Overland Flowage Easement (hereinafter called "Amendment") regarding Shadow Creek West, Lot 27, is hereby accepted and approved by the City Council of the City of Clive, that the Mayor is hereby authorized to execute such Amendment on behalf of the City, and the City Clerk to attest to his signature, and that the City Clerk is hereby authorized and directed to file the Amendment with the «County» County Recorder.

PASSED AND APPROVED this 23rd day of April, 2026.

By: _____
John Edwards, Mayor

ATTEST:

_____
Matthew D. Graham, City Clerk

Memo

TO: Mayor and Council members
FROM: Ryan Mayer, Construction Services Administrator
DATE: April 23, 2026
RE: Resolution Accepting 1st Amendment to Surface Water Flowage Easement, Lot 38, Country Club West Plat 4 - 2190 NW 147th Street

SYNOPSIS:
The owner of 2190 NW 147th Street, Country Club West Plat 4, Lot 38 has requested an amendment to an existing surface water flowage easement for installation of a fence within the easement area. The proposed project has been reviewed by City staff who have determined that the installation will not affect the City's ability to maintain the infrastructure within the easement.

Staff recommends approval of the attached Resolution Accepting the 1st Amendment to the Surface Water Flowage Easement.

Attachments:
1. 1st Amendment - signed 2190 NW 147th St
2. RESOLUTION- 2190 NW 147th St

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

FIRST AMENDMENT TO SURFACE WATER FLOWAGE EASEMENT

This First Amendment to Surface Water Flowage Easement (hereinafter called "Amendment") is entered into by and between Noyes C Stickney III and Tammy S Stickney (hereinafter called "Property Owners") and the CITY OF CLIVE, IOWA, a municipal corporation (hereinafter called "City").

WHEREAS, Property Owner owns that property known as 2190 NW 147th St and legally described as Lot 38 of Country Club West Plat 4, an Official Plat, now included in and forming a part of the City of Clive, Dallas County, Iowa (hereinafter called "Property"); and

WHEREAS, a Declaration of Surface Water Flowage Easement was previously entered on February 25th, 1993 and recorded in Book 735 Page 614616 of the Dallas County Recorder (hereinafter called "Easement"), which prohibited the erection of any structure within the easement area; and

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

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

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

(a) Project is installed and maintained so that it does not impede the flow of surface water within the Easement.

(b) Project is installed and maintained so that the lowest horizontal member of the fence shall be a minimum of 4" above grade or shall be open style to allow the conveyance of storm water through the easement.

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

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

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

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

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

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

Dated this 16th day of April, 2026.

By: _____
Noyes C Stickney III

By: _____
Tammy S Stickney

STATE OF IOWA)
) SS:
COUNTY OF Polk)

Subscribed and sworn to before me by Noyes C Stickney III on this 16th day of April 2026.

_____
Notary Public in and for the State of Iowa

My commission expires: 6.1.26

MARITZA ALARCON
Commission Number 848459
My Commission Expires
June 1, 2026

STATE OF IOWA)
) SS:
COUNTY OF Polk)

Subscribed and sworn to before me by Tammy S Stickney on this 16th day of April 2026.

_____
Notary Public in and for the State of Iowa

My commission expires: 6.1.26

MARITZA ALARCON
Commission Number 848459
My Commission Expires
June 1, 2026

CITY OF CLIVE, IOWA

By _____
John Edwards, Mayor

ATTEST:

_____
Matthew D. Graham, City Clerk

STATE OF IOWA)
) SS
COUNTY OF POLK)

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

_____
Notary Public in and for the State
of Iowa

My commission expires:_____

Memo

TO: Mayor and Council members
FROM: Mela Nisic, Human Resources Specialist
DATE: April 23, 2026
RE: Approve Pay Rate - Skylar Stoklasa - Public Works Operations Specialist - $27.78/Hr - Effective 04/23/2026

SYNOPSIS:

Staff recommends approval of the hire of Skylar Stoklasa for the position of Public Works Operations Specialist, with a start date of April 24, 2026. Skylar is hardworking, reliable, and eager to develop a career in the electrical field. He demonstrates a strong willingness to learn, along with an understanding of internal and external customer service. His interest in automotive maintenance reflects solid mechanical aptitude. Staff believe Skylar's work ethic and eagerness to learn will make him a valuable addition to the Public Works team.

Attachments:
1. S. Stoklasa Offer
2. S. Stoklasa Resume
3. Job Description

Memo

TO: Skylar Stoklasa
FROM: Matt McQuillen, City Manager
DATE: March 31, 2026
RE: Employment Offer

Clive
Distinct by Nature

City Manager

I am pleased to offer you the opportunity to become an Operations Specialist for the City of Clive, Public Works Department. This offer is contingent upon successfully completing a drug screen, physical with respirator fit test, and an extensive background check. I anticipate, dependent upon your acceptance, to have the recommendation before the City Council on April 23, 2026. As for all non-union staff, the Clive Employee Handbook is the controlling document for employees. In summary, the following is proposed:

Start Date:	April 24, 2026
Beginning Salary:	$27.78/hour
Employment Status:	Non-Exempt
Supervisor:	Jerry Freestone, Public Works Administrator

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

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

3/31/26 — 3/31/26

Skylar Stoklasa — Date

Matt McQuillen, City Manager — Date

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

City of Clive (IA)

Operations Specialist - Public Works

CLASS CODE	OPSPPW	**SALARY**	$27.78 Hourly
ESTABLISHED DATE	July 06, 2023	**REVISION DATE**	November 10, 2025

JOB SUMMARY

Performs manual labor and semi-skilled to skilled work often involving the operation of light-to-heavy-duty construction and maintenance equipment. Work involves maintaining, repairing, and constructing City infrastructure, including streets, stormwater systems, traffic control devices, and public grounds.

Each employee is expected to respect others, be customer-driven, present a positive attitude, function as part of a team, act with honesty and integrity, be innovative and creative, communicate effectively, deal courteously with customers and co-workers, and maintain effective working relationships with others.

JOB FUNCTIONS

Examples of Essential Job Functions:

- Drives and operates trucks, tractors, and other motorized equipment with various attachments.
- Performs installation, maintenance, and repair work on various sizes of pipes, conduits, valves, hydrants, and other water distribution components.
- Maintains and repairs streets and right-of-ways, including patching, paving, curb and sidewalk replacement, joint and crack sealing, and debris removal.
- Performs snow removal and ice control using a variety of equipment and chemical applications.
- Participates in tree and brush pruning, mowing, landscaping, and right-of-way maintenance.
- Constructs, repairs, and cleans intakes, grates, storm sewers, and other drainage facilities; performs jetting/vacuum cleaning and CCTV inspection of wastewater and stormwater collection systems.
- Installs and maintains traffic signal systems, fiber optic systems, and traffic control devices; paints pavement markings; maintains work zone safety setups.
- Maintains, fabricates, repairs, and replaces street signs, posts, and traffic control devices, maintaining related inventories.
- Performs mechanical and non-mechanical repairs on equipment, including welding, sandblasting, and painting.
- Cleans tools and equipment after use and stores them properly.
- Reads and interprets blueprints, technical manuals, construction drawings, and Safety Data Sheets.
- Collects and disposes of refuse along rights-of-way, parks, or City-owned buildings.
- Maintains records related to equipment, materials usage, and other job activities.
- Assists the public by responding to inquiries and complaints and taking appropriate action.
- Provides assistance and support in City emergencies.
- Attends required safety and technical training.
- Regular attendance is essential to this position.

EMPLOYMENT STANDARDS AND QUALIFICATIONS

Required Knowledge, Skills, and Abilities:

- Knowledge of construction, maintenance, and repair methods, materials, and tools.
- Skill in operating construction and maintenance equipment.
- Knowledge of safety precautions for working around mechanized equipment and in public rights-of-way.
- Ability to calculate or estimate materials needed for projects.
- Ability to read and interpret blueprints, maps, and technical documents.
- Ability to communicate effectively and courteously with others.
- Ability to lead small crews, perform strenuous physical labor under varying weather conditions, and maintain positive working relationships.
- Ability to perform all duties safely and in accordance with established policies and training.

EDUCATION, TRAINING AND EXPERIENCE

Required Education:
High school diploma or equivalent (GED/HiSET).

Preferred Experience:
One year operating light or medium construction equipment.

Preferred Certifications:
Iowa Commercial Pesticide Applicator's License.

Licensing and Other Requirements:

- Must possess or obtain a valid Class A Commercial Driver License (CDL) with air brakes and any required endorsements within six months of appointment.
- Must maintain a good driving record for the past three years.
- Must establish residency within a 30-mile radius of City Hall (1900 NW 114th Street, Clive) within three months of employment.
- Must be generally available for off-hour emergencies, snow duty, and work assignments.

PHYSICAL AND ENVIROMENTAL CHARACTERISTICS

Required Physical Activities:
Climbing, balancing, stooping, kneeling, crouching, crawling, reaching, standing, walking, pushing, pulling, lifting, finger dexterity, grasping, feeling, talking, hearing, and repetitive motions.

Physical Characteristics of the Job:
Heavy work, exerting 50 to 100 pounds occasionally, 25 to 50 pounds frequently, and 10 to 20 pounds constantly.

Must be able to lift and move items up to 150 pounds with assistance; remove/replace manhole covers weighing up to 80 pounds; climb into and out of 24-inch openings and equipment cabs; and use tools weighing 30 pounds or more.

Vision Requirements:

Frequent near and far visual acuity, depth perception, color vision, and field of vision required to safely perform job duties and operate equipment; corrective lenses permitted.

Environmental Characteristics:
Work is primarily outdoors with seasonal exposure to cold, heat, wind, rain, and snow. Work may involve confined spaces, poor lighting, noise, vibration, wetness/humidity, fumes, dust, uneven ground, and mechanical or traffic hazards. Some assignments may involve unpleasant social situations, high work pace, and irregular hours.

Equipment Essential to the Job:

- Vehicles and heavy equipment including dump trucks, loaders, backhoes, graders, skid loaders, tractors, and aerial lifts.
- Specialized equipment such as snow and ice control equipment, combination jet/vacuum trucks, street sweepers, CCTV sewer inspection units, pavement marking and joint sealing trailers, excavators, pothole patching trailers, tractors with batwing mowers, and GPS units.
- Power and hand tools including grinders, drills, saws, compressors, pumps, and wrenches.
- Measurement and diagnostic tools such as tape measures, levels, and pressure gauges.
- Safety equipment and clothing including gloves, goggles, gas monitors, rain gear, and ear protection.
- Personal computers, telephones, and other office or field communication equipment.

The City of Clive retains the authority to change the job duties included in this job description at anytime. 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:
DATE: April 23, 2026
RE: Public Hearing - 2025 Sidewalk Repair Program Special Assessments

SYNOPSIS:
On April 9, 2026, the City Council received and filed the Preliminary Assessment Schedule for the 2025 Sidewalk Repair Program and set this date for a public hearing. Notice of the hearing has been published and mailed to affected property owners in accordance with Iowa Code. The purpose of the public hearing is to receive comments or objections regarding the proposed special assessments for sidewalk repair, replacement, and reconstruction. Following the hearing, the Council may consider adoption of the final assessment schedule.

Attachments:
None

Memo

TO: Mayor and Council members
FROM: Matthew Graham, City Clerk
DATE: April 23, 2026
RE: Resolution Adopting Final Assessment Schedule - 2025 Sidewalk Repair Program

SYNOPSIS:
On April 9, 2026, the City Council received and filed the Preliminary Assessment Schedule for the 2025 Sidewalk Repair Program and set a public hearing for April 23, 2026. Notice of the hearing was published and mailed to affected property owners in accordance with Iowa Code. This resolution follows the public hearing and adopts the final assessment schedule, fixes the amounts to be assessed against each property, establishes payment terms, and directs the City Clerk to certify the assessments to the Dallas County Treasurer for collection.

Attachments:
1. Resolution finalizing assessments
2. Dallas Final Assessment Schedule

RESOLUTION NO._____

RESOLUTION FIXING THE AMOUNT TO BE ASSESSED AGAINST PRIVATE PROPERTY AND ADOPTING THE FINAL ASSESSMENT SCHEDULE FOR THE 2025 SIDEWALK REPAIR PROGRAM FOR THE CITY OF CLIVE, IOWA, DALLAS COUNTY AND POLK COUNTY AND DIRECTING THE CITY CLERK TO CERTIFY THE FINAL SCHEDULE TO THE COUNTY TREASURER FOR COLLECTION AS PROVIDED BY LAW

WHEREAS, the Preliminary 2025 Sidewalk Repair Program Assessment Schedule(s) for the City of Clive, Iowa was received by the City Council on April 9, 2026 showing the costs of the sidewalk assessments for the 2025 Sidewalk Repair Program; and

WHEREAS, notices were published and mailed as required by law setting the 23rd day of April 2026 at 6:00 o'clock PM as the time and date for a public hearing on the Preliminary Assessment Schedule(s) for the 2025 Sidewalk Repair Program and establishing that the time for filing objections to the assessments proposed in said Assessment Schedule(s) will expire on the closing of said public hearing on said date; and

WHEREAS, _____ objections have been received and filed to the Preliminary 2025 Sidewalk Repair Program Assessment Schedule(s) of the City of Clive, Iowa.

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

1. That the 2025 Sidewalk Repair Program Assessment Schedule(s), a copy of which is attached hereto and by this reference incorporated herein, be and is hereby determined to fix the amount to be assessed against private property for the 2025 Sidewalk Repair Program of the City of Clive, Iowa.

2. That the 2025 Sidewalk Repair Program assessment Schedule(s) be and is hereby received and filed by the City Council of the City of Clive, Iowa.

3. The said 2025 Sidewalk Repair Program Assessment Schedule(s) be and is hereby adopted as the final assessment schedule(s) for the 2025 Sidewalk Repair Program of the City of Clive, Iowa.

4. That the assessments set forth in the 2025 Sidewalk Repair Program Assessment Schedule(s) be and are hereby confirmed and levied in the amounts and against the real estate described herein.

5. That said assessments shall be payable in one installment due on July 1, 2026, without interest if under $500.00. Assessments of $500.00 or more may be paid in ten annual installments payable, commencing July 1, 2026 together with interest on the unpaid balance at 7% annually.

6. That the City Clerk is hereby authorized and directed to certify the attached final schedule(s) of assessments to the respective County Treasurer(s) and to publish notice of the schedule once each week for two consecutive weeks in the manner provided in Section 362.3 of the Iowa Code, the first publication of which shall not be more than fifteen days from the date of this Resolution; and that on or before the second publication of said notice, the City Clerk shall send by mail to each property owner whose property is subject to said assessment, a copy of said notice, which shall include a statement in substance that the assessments may be paid in full at the office of the Clive City Clerk within thirty (30) days after the date of the first notice of the final assessment schedule, thereafter said assessment will be paid in the office of the respective County Treasurer, and that said payment will be delinquent on September 2026, and will draw the same delinquent interest and the same penalties as ordinary taxes.

7. That the respective Country Treasurer is hereby directed to place in the tax list the amounts to be assessed against each parcel of real estate within the assessment district as certified in the Resolution.

PASSED AND APPROVED this _____ day of _____, 2026.

_____
John D. Edwards, Mayor

ATTEST:

_____
Matthew D. Graham, City Clerk

City of Clive
Dallas County Assessment Schedule

3/30/2026

Exhibit A							
Owner	**Date of Abatement**	**Date of Invoice**	**Date Delinquent**	**Legal/Property Address**	**Parcel #**	**Mailing Address**	**Amount**
Josephson, Robert & Kelsey Jtrs	06/27/2025 through 09/30/2025	1/29/2026	2/13/2026	STONEGATE PLAT 1 LOT 18 15065 BEECHWOOD AVE	1225326013	Josephson, Robert & Kelsey Jtrs 15065 Beechwood Ave Clive IA 50325	$ 186.00
Black, Keith	06/27/2025 through 09/30/2025	1/29/2026	2/13/2026	WALNUT CREEK HILLS OF CLIVE PLAT 2 LOT 71 4508 NW 169th Street	1223101005	Black, Keith 4508 NW 169th St Clive IA 50325	$ 186.00
Gelbman, Mark & Jean Jtr	06/27/2025 through 09/30/2025	1/29/2026	2/13/2026	WALNUT CREEK HILLS OF CLIVE PLAT 2 LOT 49 4440 NW 167TH ST	1223104012	Gelbman, Mark & Jean Jtrs 4440 NW 167th St Clive IA 50325	$ 410.00
Haxhiu, Suada & Benjamin & Haxhiu, Habibe & Haxhui, Blenda Jtrs	06/27/2025 through 09/30/2025	1/29/2026	2/13/2026	BERKSHIRE NORTH PLAT TWO LOT 46 2828 BUENA VISTA DR	1226177015	Haxhiu, Suada & Benjamin & Haxhiu, Habibe & Haxhui, Blenda Jtrs 2828 Buena Vista Dr Clive IA 50325	$ 322.00
Bussanmas, Jerry J & Nichole L Jtrs	06/27/2025 through 09/30/2025	1/29/2026	2/13/2026	BERKSHIRE WOODS PLAT 1 LOT 24 2696 BERKSHIRE PKWY	1226334026	Bussanmas, Jerry J & Nichole L Jtrs 6150 Village View Dr Ste 108 West Des Moines IA 50266	$ 220.00
Brock, Christopher & Kylee	06/27/2025 through 09/30/2025	1/29/2026	2/13/2026	COUNTRY CLUB GLEN PLAT 6 LOT 24 2584 NW 158th St	1226431008	Brock, Christopher & Kylee 2584 NW 158th St Clive IA 50325	$ 186.00
Walker, Andrea D	06/27/2025 through 09/30/2025	1/29/2026	2/13/2026	COUNTRY CLUB GLEN PLAT 6 LOT 9 2607 NW 158TH ST	1226429021	Walker, Andrea D 2607 NW 158th Street Clive IA 50325	$ 136.00

Memo

TO: Mayor and Council members
FROM: Elizabeth Hansen, Director of Administrative Services
DATE: April 23, 2026
RE: Public Hearing - FY 25-26 Budget Amendment #1

SYNOPSIS:
Attached is the resolution amending the FY 25-26 budget. Listed below are highlights of the amendment by the budget program. The budget amendment does not affect the existing tax rate. The state requires an amendment to the current budget as these transactions will exceed our approved budget amounts in those programs.

Generally, the budget amendment accounts for the 1.7% non-union salary adjustments in each budget category or program for the final quarter of FY26 per the recommendations of Austin Peters Group, the Council Personnel Committee, and City Manager.

On the public hearing notice, focus on the column labeled "Current Amendment" that reflects the adjustments proposed:

Revenues

Transfers In – Bond proceeds for 2025A and 2025B GO Bonds.

Expenditures

Public Safety – The additional funds are to cover the cost of higher wages due to understaffing, the building maintenance costs for the CPSC, foam removal, funding for the collaboration fire study, and vehicle operations and repairs.

Public Works – This fund was increased due to oil disposal, a retirement payout, overtime, and a correctional transfer for IPERS.

Culture and Recreation – Disbursement of funds for Culture and Recreation increased to allocate funds for the additional wages in all divisions.

Community and Economic Development – Additional funds are needed to cover additional licenses purchased, a retirement payout, additional staff coverage, and intern costs.

General Government – Disbursement of funds for the increased cost of disability claims, SDS Sheet Software (offset by a grant), S&P rating for bond issuance, legal review costs, strategic planning, financial consulting, and additional software for communications.

Debt Service – Disbursement of funds for the 2025A and 2025B GO bond payments.

Business Type/Enterprise – Additional funds needed to cover metered water sales, WRA expenses, and CIWW asset transfer.

The Director of Administrative Services has reviewed the budget for FY 25-26 and proposes a total amendment of $10,232,852. Revenues show a transfer in and expenses show a transfer out of $438,265. The total expenditure decrease is in the amount of $9,794,587. In the far-right column under “Total Budget After Current Amendment”, it shows an overall ending fund

balance will be $29,579,282.

The notice of the public hearing was published on April 9, 2026. Following approval, the amendment will be filed with the Polk County Auditor and Iowa Department of Management.

If you have any questions or would like further details, please let me know.

Attachments:
1. PH Notiice.Budget Amendment #1

NOTICE OF PUBLIC HEARING - AMENDMENT OF CURRENT BUDGET
City of CLIVE
Fiscal Year July 1, 2025 - June 30, 2026

The City of CLIVE will conduct a public hearing for the purpose of amending the current budget for fiscal year ending June 30, 2026

Meeting Date/Time: 4/23/2026 06:00 PM	**Contact:** Elizabeth A. Hansen	**Phone:** (515) 223-6220

Meeting Location: Clive City Hall, City Council Chambers, 1900 NW 114th St, Clive, IA 50325

There will be no increase in taxes. Any residents or taxpayers will be heard for or against the proposed amendment at the time and place specified above. A detailed statement of: additional receipts, cash balances on hand at the close of the preceding fiscal year, and proposed disbursements, both past and anticipated, will be available at the hearing. Budget amendments are subject to protest. If protest petition requirements are met, the State Appeal Board will hold a local hearing. For more information, consult https://dom.iowa.gov/local-gov-appeals.

REVENUES & OTHER FINANCING SOURCES		**Total Budget as Certified or Last Amended**	**Current Amendment**	**Total Budget After Current Amendment**
Taxes Levied on Property		19,514,009	0	19,514,009
Less: Uncollected Delinquent Taxes - Levy Year	2	0	0	0
Net Current Property Tax	3	19,514,009	0	19,514,009
Delinquent Property Tax Revenue	4	0	0	0
TIF Revenues	5	2,155,896	0	2,155,896
Other City Taxes	6	6,891,115	0	6,891,115
Licenses & Permits	7	445,000	0	445,000
Use of Money & Property	8	2,265,592	0	2,265,592
Intergovernmental	9	3,488,977	0	3,488,977
Charges for Service	10	15,853,385	0	15,853,385
Special Assessments	11	0	0	0
Miscellaneous	12	166,404	0	166,404
Other Financing Sources	13	9,445,000	0	9,445,000
Transfers In	14	14,875,787	438,265	15,314,052
Total Revenues & Other Sources	15	75,101,165	438,265	75,539,430
EXPENDITURES & OTHER FINANCING USES				
Public Safety	16	11,215,508	378,771	11,594,279
Public Works	17	5,598,358	176,300	5,774,658
Health and Social Services	18	30,330	0	30,330
Culture and Recreation	19	6,041,247	13,500	6,054,747
Community and Economic Development	20	1,340,341	141,920	1,482,261
General Government	21	4,354,082	237,000	4,591,082
Debt Service	22	5,695,797	967,657	6,663,454
Capital Projects	23	45,610,036	-13,000,000	32,610,036
Total Government Activities Expenditures	24	79,885,699	-11,084,852	68,800,847
Business Type/Enterprise	25	10,609,516	852,000	11,461,516
Total Gov Activities & Business Expenditures	26	90,495,215	-10,232,852	80,262,363
Transfers Out	27	14,875,787	438,265	15,314,052
Total Expenditures/Transfers Out	28	105,371,002	-9,794,587	95,576,415
Excess Revenues & Other Sources Over (Under) Expenditures/Transfers Out	29	-30,269,837	10,232,852	-20,036,985
Beginning Fund Balance July 1, 2025	30	49,616,267	0	49,616,267
Ending Fund Balance June 30, 2026	31	19,346,430	10,232,852	29,579,282

Explanation of Changes: Expenses are projected to increase due to higher wages and benefits, especially in understaffed departments where overtime costs have risen. At the same time, inflation continues to increase the cost of operations, including capital projects and the maintenance of buildings, equipment, and grounds. Additionally, the timing of flood prone property mitigation capital expenditures can vary significantly from year to year, contributing to fluctuations in budget amendments as projects are scheduled, delayed, or accelerated. Revenues are performing in line with expectations.

DM-43815235

Memo

TO: Mayor and Council members
FROM: Elizabeth Hansen, Director of Administrative Services
DATE: April 23, 2026
RE: Resolution Approving FY 25-26 Budget Amendment #1

SYNOPSIS:
Attached is a resolution approving Budget Amendment #1 for FY 25-26. Staff recommends approval.

Following approval, the amendment will be filed with the Polk County Auditor and Iowa Department of Management.

If you have any questions or would like further details, please let me know.

Attachments:
1. Res Approving Amendment #1

RESOLUTION NO. _____

RESOLUTION ADOPTING THE BUDGET AMENDMENT #1
FOR THE FISCAL YEAR ENDING JUNE 30, 2026

BE IT RESOLVED by the Council of the City of Clive, Iowa:

WHEREAS, the City of Clive is required to file an annual budget amendment if necessary, and,

WHEREAS, the City of Clive published notice of the proposed budget amendment for FY26 in the Des Moines Register on April 9, 2026, and,

WHEREAS, the Director of Administrative Services has reviewed the budget for FY26 and proposes a total expense decrease of $9,794,587 and an ending fund balance of $10,232,852.

NOW THEREFORE BE IT RESOLVED the budget amendment for the fiscal year ending June 30, 2026, has been published, and the Director of Administrative Services is directed to make the filings required by law and to prepare the books in accordance with the summary and details as adopted.

PASSED AND APPROVED THIS 23RD DAY OF APRIL 2026.

By: _____
John Edwards, Mayor

ATTEST:

By: _____
Matthew D. Graham, City Clerk

Memo

TO: Mayor and Council members
FROM: Kathryn Purvis, Planner
DATE: April 23, 2026
RE: Site Plan Amendment - Caldwell Parrish Funeral Services - 2024 NW 92nd Court

SYNOPSIS:
Caldwell Parrish Funeral Services is located at 2024 NW 92nd Court and is requesting approval of a site plan amendment for site and building improvements. While the list of updates is minimal, staff believed the parking adjustment and roof-mounted retort flue height were impactful enough to warrant the opportunity for comment from the City Council and neighboring properties through the formal approval process.

The proposed amendment includes:

- re-striping the parking lot, adjusting the parking count from 20 to 19 in order to comply with Federal and State ADA requirements
- one additional mechanical unit and proper protection bollards in the southeast of the parking area
- a roof mounted retort flue that would have approximately 11 feet of piping visible above the roof line
- additional ground cover landscaping

No additional utility or storm water management updates are necessary with the proposed amendment.

Notice was sent to the surrounding property owners within 310-feet of the subject site on March 27th, 2026. To date, staff has not received any comment for or against the request.

The site plan amendment was brought before the Planning and Zoning Commission on April 7, 2026, and the motion to approve carried with a 5-0 vote in favor of the amendment. No concerns were expressed by the Commission.

Staff recommends approval of the site plan amendment; there are no outstanding staff comments.

Attachments:
1. Site Plan Amendment- Parrish Funeral Services Staff Report

Staff Report

TO: Planning and Zoning Commission members
FROM:
Kathryn Purvis, Planner

DATE: April 7, 2026
RE: Site Plan Amendment- Parrish Funeral Services -2024 NW 92nd Court

GENERAL INFORMATION

Applicant: Construction Professionals on behalf of Parrish Holdings, LLC
Requested Action: Approval of a Site Plan Amendment for site and architecture modifications
Location: 2024 NW 92nd Court
Lot 11 of Westown Industrial Park

LAND USES & ZONING			
Location	**Existing Land Use**	**Land Use Plan Designation**	**Current Zoning**
Subject Property	Light Industrial- Funeral Services/Crematory	Industrial	M-1/FF
North	Light Industrial- Auto Repair	Industrial	M-1
East	Light Industrial- Virginia Tile	Industrial	M-1
South	Light Industrial- Maaco Auto	Industrial	M-1/FF
West	Light Industrial- general industrial uses	Industrial	M-1/FF

SITE HISTORY

1974 - Final Plat of Westown Industrial Park
1983 - Site plan approved, Variance granted for rear yard setback from 40 feet to 34.64 feet
Aug. 2025 - Zoning Compliance Certificate for Caldwell Parrish Funeral Home and Mortuary approved
Dec. 2025 - Jan. 2026 - Building Codes Appeal Board variance granted for use of specific crematory equipment without an automatic fire suppression system
Feb. 2026 - Building permit submitted for alterations

BACKGROUND

Caldwell Parrish Funeral Home purchased the property in 2025 with the intent of consolidating their office and crematory operations. The business owners and their real estate agent worked with staff for Zoning Compliance approval and initially provided building elevations that included the addition of a visible flue approximately 3-feet above the existing roof. At the time, the only other site modification anticipated was to add parking lot paint to identify an accessible aisle and staff advised that the limited

exterior modifications could be administratively approved in conjunction with the building permit submittal. However, as project specifics progressed, additional modifications were identified and included in the building permit submittal. The scope of the modifications now required go beyond administrative approval and the applicant has prepared a site plan amendment for review and approval.

ANALYSIS

Building Design & Site Lighting

The building's elevations will remain largely unmodified. The north and west facades are primarily brick with a corrugated metal parapet and the south and east facades feature metal siding. The crematory use includes installation of internal specialty incinerators, which require the installation of a retort flue on the roof of the building extending approximately 11-feet above the roof. The retort flue is proposed to be primarily steel and manufacturer guidelines advise screening should not be installed around the retort flue. The parapet roof provides some minor screening, but the majority of the flue is visible. The applicant has also identified a suitable location for a second retort flue; however, a second flue is not anticipated in the near future and may never be needed due to the capacity of the existing unit. The building on the adjacent property to the south, currently Maaco Auto Body, also has an exposed flue that extends approximately 7.5 feet above the roof. Staff recommends the proposed flue is consistent with similar land uses and is consistent with the light industrial zoning district.

Site lighting is proposed to remain as is.

Trash collection is proposed internal to the building. Staff has advised the applicant that if exterior trash is needed, an exterior trash enclosure and updated site plan amendment are required.

Site Layout & Circulation

The proposed modifications include minor changes to the parking lot striping. The applicant proposes reconfiguring parking lot striping in the rear to support installation of a makeup air unit (MAU) required for the crematory equipment in the southeast portion of the parking lot. Along with landscape screening for the property to the south, the applicant has also proposed installing a pair of bollards to protect the unit from vehicles. The bollards will allow the space west of the MAU to be used for vehicles backing out of parking spaces that would typically be provided in a "bump out". The applicant is able to maintain the current number of parking stalls provided in this area.

The site was originally designed to provide the minimum required parking of 20 spaces; however, the property was developed in 1983, prior to the adoption of the federal Americans with Disabilities Act of 1990. The site currently has one designated accessible parking space, but does not provide the associated access aisle. The applicant has proposed bringing the site into compliance with current accessible parking requirements, which reduces the site to 19 parking stalls. Staff believes the parking lot modifications to primarily support accessible parking should be a priority given and will not adversely impact parking availability or function. Staff recommends the parking lot paint modifications are in keeping with the intent of the parking ordinance and the changes are to comply with national standards.

The applicants also propose phase two updates to further improve site accessibility with modifications to the walkways at the front and rear entries to comply with ADA slope requirements.

Landscaping & Stormwater Management
The applicant has proposed additional plantings to freshen the site at entry areas and to provide screening for the ground-mounted units. The scope of exterior updates proposed do not require any stormwater management modifications.

Utilities
No utility updates are proposed with the site plan amendment.

PUBLIC COMMENT

Notice was sent to the surrounding property owners within 310-feet of the subject site on March 27, 2026. To date, staff has received general inquiries, but nothing in writing has been submitted.

STAFF RECOMMENDATION

Staff recommends approval of the site plan amendment subject to resolution of all items outlined in the staff comment letter originally dated March 25, 2026.

Attachments:
1. Notification Letter and Mail Labels
2. Site Plan Amendment
3. Architectural Elevations and Details

Clive
COMMUNITY
DEVELOPMENT

March 27, 2026

Re: 2024 NW 92ND CT - Parrish Funeral Services exterior modifications

Dear Property Owner:

Parish Funeral Services has submitted a Site Plan Amendment to the City of Clive to modify the existing building located at 2024 NW 92nd Ct for thier needs, which would include approximately 11 feet of visable flue above the roofline.

The Clive Planning and Zoning Commission will tentatively receive public input on this application during their meeting **at 5:30 p.m., Apr 07, 2026**. This is a change from the previous mailing you recieved. You may attend this meeting in person in the City Council Chambers, 1900 NW 114th Street, Clive, IA 50325, or virtually via Zoom. Zoom Meeting ID and call-in number will be published on the agenda for the meeting. Meeting agendas are available on the City's meeeting portal at https://cliveia.portal.civicclerk.com/.

As a neighboring property owner, you are being notified and invited to present your views concerning this application, either verbally by virtually attending the meeting, or in writing. Written comments must be received by the City prior to the Planning and Zoning Commission meeting. Written comments should be addressed to the City of Clive, City Planner, 1900 NW 114th Street, Clive, IA 50325 or by email at the address below.

Following the Planning and Zoning Commission's review and recommendation, the City Council will make a determination on this application. The public meeting has been tentatively scheduled for 6:00 p.m., on Apr 23, 2026, also to be hosted in person at the above address and virtually via Zoom. Zoom Meeting ID and call-in number will be published on the agenda for the meeting. City Council meeting agendas are available on the City's meeeting portal at https://cliveia.portal.civicclerk.com/.

If you know of any interested parties who have not received a copy of this letter, we would appreciate it if you would inform them of the time, date and place of the Planning and Zoning Commission's meeting and City Council' s meeting. If you have any questions concerning this application or if you would like additional information, please call the Community Development Department at (515) 223-6221.

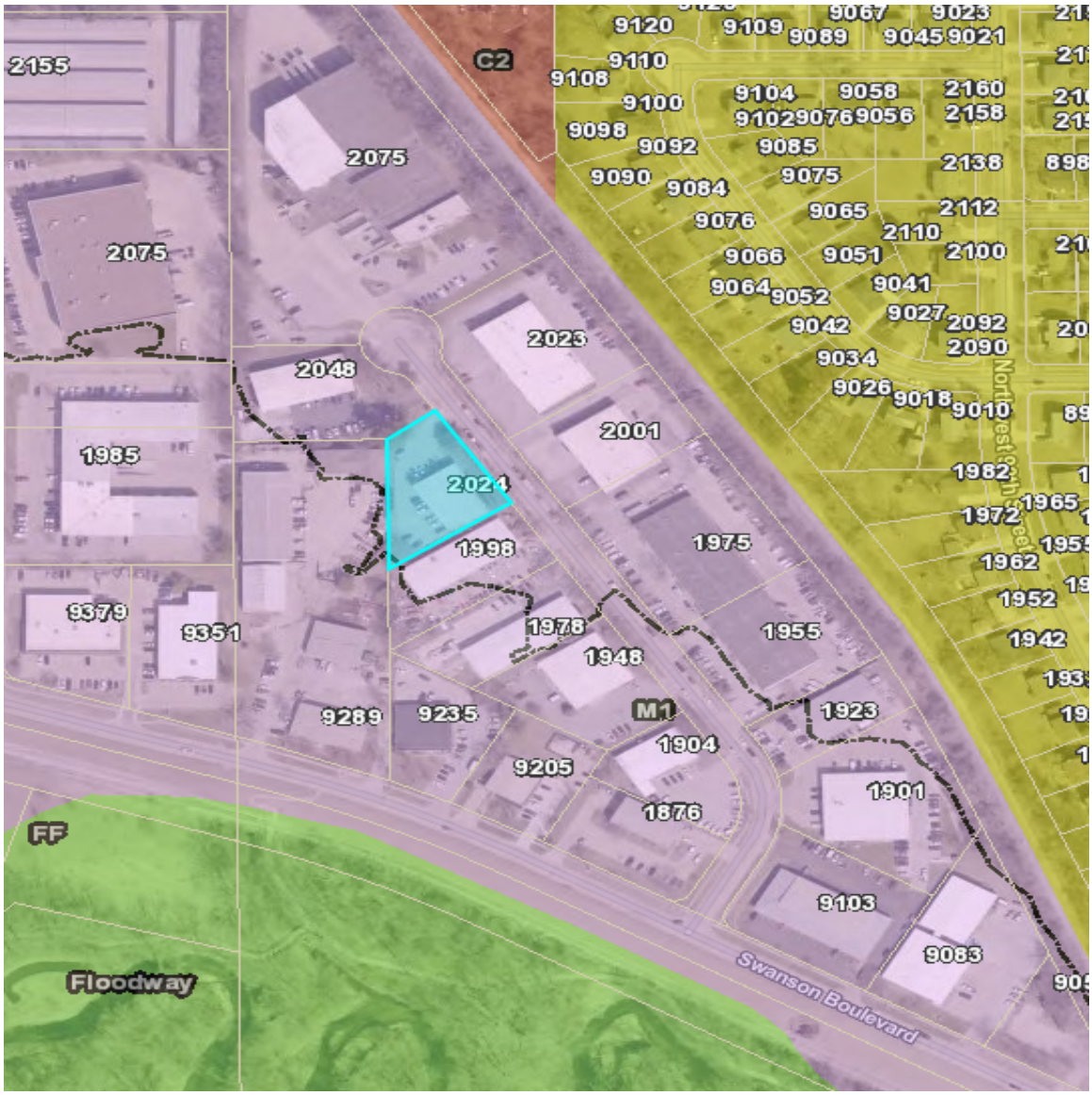
Sincerely,



Kathryn Purvis

KPURVIS@CITYOFCLIVE.COM

LOCATION MAP



BROTHERS COMPANY BUILDERS GROUP LLC
8564 ALICE AVE
CLIVE, IA 50325-7108

BSM REAL PROPERTY LLC
PO BOX 418
EXCELSIOR, MN 55331-0418

TITAN INVESTMENTS LLC
9063 LENHAM DR
JOHNSTON, IA 50131-2746

GREENLAND PROPERTY LLC
5000 WESTOWN PKWY STE 400
WEST DES MOINES, IA 50266-5921

CLIVE PROPERTY MANAGMENT LLC
410 W 1ST AVE
ROSELLE, NJ 07203-1047

NORFOLK SOUTHERN RY
650 W PEACHTREE ST NW
ATLANTA, GA 30308-1925

1998 NW 92ND COURT LLC
3405 SE CROSSROADS DR STE F
GRIMES, IA 50111-5051

94TH PROPERTY LLC
2075 NW 94TH ST
CLIVE, IA 50325-5311

94TH PROPERTY LLC
2075 NW 94TH ST
CLIVE, IA 50325-5311

NATIONWIDE OFFICE CLEANERS LLC
9235 SWANSON BLVD
CLIVE, IA 50325-6901

CLIVE INDUSTRIAL PARTNERS LLC
6750 WESTOWN PKWY STE 200
WEST DES MOINES, IA 50266-7717

WILLIAMS TURF FARMS INC
PO BOX 447
WAUKEE, IA 50263-0447

JOHNNY AND MARLYS HOCKER REVOCABLE TRUST
2598 NW 162ND ST
CLIVE, IA 50325-4610

CALDWELL PARRISH FUNERAL HOME & CREMATORY
8201 HICKMAN RD
URBANDALE, IA 50322-4307

P&M DUPEY LLC
2048 NW 92ND CT
CLIVE, IA 50325-5458

JRJ PROPERTIES LLC
9063 LENHAM DR
JOHNSTON, IA 50131-2746

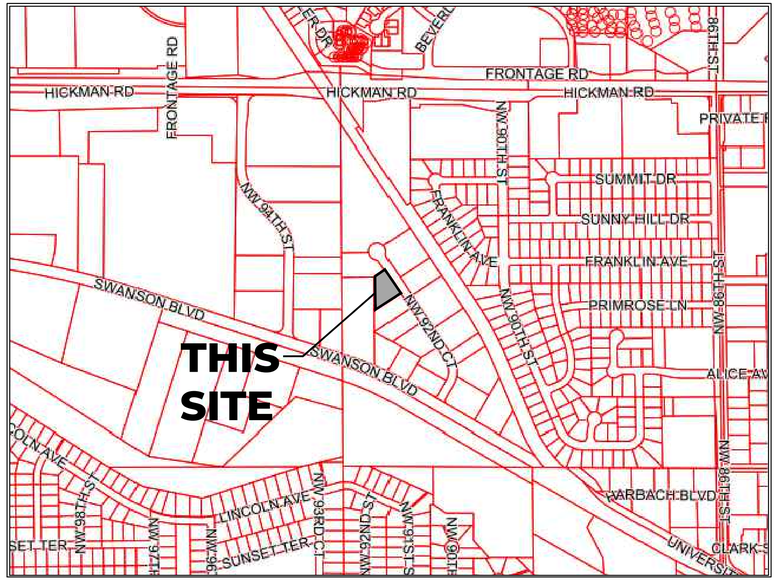
SITE PLAN

CALDWELL PARRISH

2024 NW 92nd Court, Clive

GENERAL NOTES

1. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF CLIVE'S DEVELOPMENT REGULATIONS, POLICIES, AND STATEWIDE URBAN DESIGN AND STANDARDS MANUAL (SUDAS).
2. ONE WEEK PRIOR TO CONSTRUCTION OF ANY PUBLIC IMPROVEMENTS, THE CONTRACTOR SHALL NOTIFY THE CITY OF CLIVE.
3. THE CONTRACTOR AND DEVELOPER'S ENGINEER SHALL ATTEND A REQUIRED PRE CONSTRUCTION WITH THE CITY PUBLIC WORKS AND ENGINEERING DEPARTMENTS PRIOR TO COMMENCEMENT OF CONSTRUCTION.
4. THE CONTRACTOR SHALL VERIFY THE LOCATION AND PROTECT ALL UTILITIES AND STRUCTURES. DAMAGE TO UTILITIES AND STRUCTURES SHALL BE REPAIRED BY THE CONTRACTOR AT THE CONTRACTOR'S EXPENSE TO THE SATISFACTION OF THE CITY AND THE OWNER.
5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR RECORDING THE AS-BUILT LOCATION OF ALL SANITARY SEWER, SUMP AND WATER MAIN SERVICES AND VERIFYING LOCATIONS ON THE AS BUILT DRAWINGS.
6. RECONNECT ANY FIELD TILE THAT IS INTERCEPTED DURING UTILITY CONSTRUCTION, LOCATION OF FIELD TILE SHALL BE NOTED ON THE AS-BUILT DRAWINGS.
7. THE CONTRACTOR SHALL BE RESPONSIBLE FOR INSTALLING AND MAINTAINING TRAFFIC CONTROL IN ACCORDANCE WITH THE CURRENT VERSION OF MUTCD.
8. PRIOR TO ACCEPTANCE OF THE PUBLIC IMPROVEMENTS, AS-BUILT RECORD DRAWINGS (HORIZONTAL AND VERTICAL AS-BUILT DATA IN STATE PLANE COORDINATES AND NAVD 88 DATUM) FOR ALL WATER, SANITARY SEWER, STORM SEWER PIPING AND ASSOCIATED APPURTENANCES, AND SITE GRADING WILL BE PROVIDED (VOLUME CALCULATIONS FOR ALL STORM WATER DETENTION FACILITIES SHALL ALSO BE PROVIDED).
9. SIDEWALK AND DRIVEWAY APPROACH INSTALLATIONS SHALL BE INSPECTED BY THE CITY OF CLIVE FOLLOWING A MINIMUM 48-HOUR NOTICE.
10. THE OWNER/CONTRACTOR SHALL REMOVE ALL DEBRIS SPILLED ON CITY OF CLIVE RIGHT-OF WAY AND ADJOINING PROPERTY IMMEDIATELY.
11. AT NO TIME SHALL EQUIPMENT, CONSTRUCTION MATERIAL AND/OR STOCKPILED FILL BE STORED ON CITY OF CLIVE RIGHT-OF-WAY.
12. THE DEVELOPER IS RESPONSIBLE FOR MAINTAINING ALL EROSION AND SEDIMENTATION CONTROL DEVICES THROUGHOUT CONSTRUCTION.
13. OFF-STREET PARKING AND ACCESS DRIVES SHALL BE PROVIDED PRIOR TO CONSTRUCTION FOR CREWS AND EQUIPMENT.
14. ADDITIONAL EROSION AND SEDIMENTATION CONTROL DEVICES MAY BE REQUIRED BY CITY OF CLIVE INSPECTORS BASED ON ACTUAL FIELD CONDITION.
15. PRIOR TO OBTAINING A CERTIFICATE OF OCCUPANCY/FINAL PLAT APPROVAL, ALL UTILITY STRUCTURES, MANHOLES, VALVES, INTAKES SHALL BE RAISED LEVEL WITH FINISH GRADE.
Clive Development Standards Manual Version 202401 77
16. ALL UTILITIES, INCLUDING ELECTRICAL AND TELEPHONE SHALL BE LOCATED UNDERGROUND.
17. ALL DISTURBED AREAS SHALL BE SODDED UNLESS OTHER LANDSCAPING IS IDENTIFIED ON THE SITE PLAN.
18. EXISTING LANDSCAPING SHALL BE PROTECTED WITH TEMPORARY SNOW FENCE DURING CONSTRUCTION.
19. ALL TRASH DUMPSTERS SHALL BE SCREENED FROM VIEW WITH APPROVED STRUCTURE.
20. ALL ROOF MOUNTED MECHANICAL UNITS AND/OR TELECOMMUNICATION DEVICES OR GROUND MOUNTED EQUIPMENT SHALL BE SCREENED FROM VIEW WITH APPROVED STRUCTURE OR LANDSCAPING.
21. ALL TOPSOIL MUST MEET CLIVE POST-CONSTRUCTION STORM WATER MANUAL. TOPSOIL SHALL BE MINIMUM 4" DEPTH, MINIMUM [2, OR AS INDICATED IN SWMP]% ORGANIC CONTENT, 6.0-8.0 PH, MAXIMUM 25% FRIABLE CLAY CONTENT, AND FREE OF DEBRIS, HARD CLODS, ROOTS, SOD, STIFF CLAY, HARD PAN, AND STONES LARGER THAN 1".
22. ALL TOPSOIL MUST MEED IOWA DEPARTMENT OF NATURAL RESOURCES GENERAL PERIT #2 REQUIREMENTS TO MINIMIZE SOIL COMPACTION, DEFINED AS WORKING THE SOIL PRIOR TO SEEDING/SODDING SUCH THAT A PENETROMETER CAN BE INSERTED INTO THE UPPER 6 INCHES WITH LESS FORCE THAN 200 PSO. AS AN ALTERNATIVE TO THE PENETROMETER TEST, A SOIL WITH BULK DENSITY LESS THAN 1.49 GRAMS/CUBIC CENTIMETER SHALL BE DEEMED COMPLIANT WITH THIS REQUIREMENT.
23. NO PLANT MATERIAL SHALL BE SUBSTITUTED WITHOUT THE PRIOR WRITTEN APPROVAL OF THE CITY OF CLIVE.
24. NO CHANGES TO THE APPROVED PLAN MAY BE MADE WITHOUT THE PRIOR WRITTEN APPROVAL OF THE CITY OF CLIVE.
25. CONTRACTOR, FINANCING AND/OR PROJECT IDENTIFICATION SIGNS SHALL NOT BE INSTALLED ON THE CITY OF CLIVE RIGHT-OF-WAY.
26. VALVES INCLUDED IN STORMWATER MANAGEMENT FACILITIES SHALL BE CLOSED AT THE TIME OF FINAL INSPECTION AND ISSUANCE OF CERTIFICATE OF OCCUPANCY/APPROVAL OF FINAL PLAT.



VICINITY SKETCH

NORTH
SCALE: 1"=500'

SANITARY SEWER TYPICAL NOTES

1. ALL SANITARY SEWER SHALL BE PVC TRUSS PIPE WITH CLASS F3 BEDDING UNLESS OTHERWISE NOTED ON PLANS.
2. THE CONTRACTOR SHALL INSTALL SEWER TAPE AT THE END OF EACH SANITARY SEWER SERVICE.
3. ALL INVERTS LOCATED AT AN ELEVATION ABOVE THE CENTERLINE OF THE EXISTING THROUGH PIPE AND LESS THAN 2.0 FEET ABOVE THE MANHOLE FLOOR SHALL HAVE A POURED-IN-PLACE SLOPED INVERT.
4. ALL MANHOLES WITHIN PAVEMENT SHALL HAVE TYPE B ADJUSTABLE CASTINGS AND INTERNAL CHIMNEY SEALS. ALL MANHOLES NOT WITHIN PAVEMENT SHALL HAVE TYPE A NON ADJUSTABLE CASTINGS AND EXTERNAL CHIMNEY SEALS.
5. ALL 4-INCH AND 6-INCH SANITARY SEWER SERVICES SHALL BE SDR 23.5 IN ACCORDANCE WITH SUDAS AND SHALL BE EXTENDED 10 FEET INSIDE LOT LINES UNLESS OTHERWISE NOTED ON PLANS.
6. MANHOLE STEPS ARE REQUIRED IN ALL SANITARY SEWER MANHOLES.
7. MANHOLE COVERS SHALL HAVE RAISED DIAMOND ROUGHNESS PATTERNS.
8. THE CONTRACTOR SHALL TELEVISE EVERY SANITARY SEWER LINE AND PROVIDE A COPY OF THE DIGITAL REPORT INCLUDING A VIDEO RECORDING UTILIZING A PACP COMPLIANT FORMAT TO THE PUBLIC WORKS DIRECTOR. USING A 500 GALLON TANK AND GARDEN HOSE, THE CONTRACTOR SHALL GRAVITY FLOW WATER DOWN THE PIPE DURING TELEVISING SO DIPS AND SAGS CAN BE IDENTIFIED. THE CITY SHALL NOTIFY THE CONTRACTOR OF ANY NECESSARY CLEANING AND/OR REPAIRS. THE CONTRACTOR SHALL JET CLEAN AND VACUUM ANY SECTION OF PIPE FROM MANHOLE TO MANHOLE WITH MUD OR DEBRIS GREATER THAN 1 FOOT DEEP ALONG WITH ANY DOWNSTREAM SECTIONS AS REQUIRED DUE TO CONSTRUCTION. THESE SEGMENTS SHALL THEN BE RE-TELEVISED TO DEMONSTRATE PIPES ARE CLEAN. REQUIRED TELEVISING SHALL BE AT THE CONTRACTOR'S EXPENSE.
9. SPECIAL SANITARY SEWER CONNECTIONS SHALL BE MADE WITH 441 STYLE WATER MAIN CLAMP.
10. PROVIDE SHOP DRAWINGS FOR MANHOLE STRUCTURES FOR APPROVAL BY CITY PRIOR TO ORDERING OR INSTALLING MANHOLES.

WATER MAIN TYPICAL NOTES

1. PIPE MATERIALS SHALL BE AWWA C900 CLASS 150 PVC.
2. INSTALL TRACER WIRE, #12 AWG COPPER CONDUCTOR WITH LINEAR LOW-DENSITY POLYETHYLENE INSULATION MATERIAL, UNDER PIPE AND BRING TRACER WIRE TO SURFACE AT HYDRANT WITH A TRIVIEW TRACER WIRE STATION.
3. CONNECT NEW TRACER TO EXISTING USING APPROVED SPLICE KIT AND PROVIDE A GROUND ROD AT END OF TRACER WIRE FOR LOCATION AND EXTENSION IN FUTURE. THE CITY WILL TEST THE TRACER WIRE PRIOR TO ACCEPTANCE. ANY NECESSARY REPAIRS SHALL BE AT THE CONTRACTOR'S EXPENSE.
4. HYDRANTS SHALL BE SET 3.5 FEET FROM THE WATER MAIN.
5. HYDRANTS, VALVE BOXES AND COVERS SHALL BE SET TO CONFORM TO FINISHED PAVEMENT ELEVATIONS.
6. HYDRANTS SHALL BE WATROUS PRODUCTS, OPEN LEFT.
7. SERVICES SHALL BE 1-INCH COPPER.
8. STOP BOXES FOR 1" THROUGH 2" WATER SERVICE LINES SHALL INCLUDE A STAINLESS STEEL SELF-CENTERING ROD WITH STAINLESS STEEL COTTER PIN WITHIN THE STOP BOX HOUSING WITH A 1.25" EXTENDABLE UPPER SECTION AND LID WITH A 1.25" PENTAGON PLUG. ALL STOP BOX INSTALLATIONS SHALL BE COMPLETED IN SUCH A MANNER THAT THE LID IS ALLOWED TO RISE WITH THE FROST AND LOWER IF DRIVEN OVER WITHOUT DAMAGE TO CURB VALVE. FINISH GRADE OF THE LID SHALL BE LEVEL WITH THE SURROUNDING SURFACE SO AS NOT TO PRESENT A HAZARD TO THE PUBLIC.
9. WATER MAIN TO HAVE 5.5 FEET BURY, TYPICAL EXCEPT AT CRITICAL CROSSINGS.
10. ALL HYDRANTS SHALL BE PAINTED YELLOW IN ACCORDANCE WITH CITY OF CLIVE STANDARDS.
11. ALL VALVES SHALL HAVE A VALVE BOX ADAPTER INSTALLED TO MAINTAIN ALIGNMENT.
12. THE CONTRACTOR SHALL REMOVE CHAINS ON ALL HYDRANTS.
13. THE CONTRACTOR SHALL CONTACT THE CITY OF CLIVE WATER DEPARTMENT FOR THE OPERATION OF EXISTING VALVES. WATER VALVES SHALL NOT BE OPERATED BY ANY ENTITY OTHER THAN THE CITY OF CLIVE WATER DEPARTMENT.
14. THE CONTRACTOR SHALL NOT USE WATER UNLESS IT IS PART OF THE PURIFICATION PROCESS OF THE NEW MAIN. WATER NEEDED FOR ANY REASON AFTER BACTERIA TESTING HAS BEEN COMPLETED AND PASSED WILL REQUIRE PRIOR APPROVAL FROM THE CITY OF CLIVE.
15. THE CONTRACTOR SHALL INSTALL TEST PORTS AT LOCATIONS AS DIRECTED BY CITY STAFF DURING CONSTRUCTION TO AID IN DISINFECTION AND TESTING OF THE NEW SYSTEM.

STORM SEWER NOTES

1. THE CONTRACTOR SHALL TELEVISE EVERY STORM SEWER LINE AND PROVIDE A COPY OF THE DIGITAL REPORT INCLUDING A VIDEO RECORDING UTILIZING A PACP COMPLIANT FORMAT TO THE PUBLIC WORKS DIRECTOR.
2. ALL INTAKE CASTINGS SHALL HAVE PHASE 2 ENVIRONMENTAL SYMBOLOGY OR TEXT
3. ADDITIONAL RIPRAP MAY BE REQUIRED AT THE FES BASED UPON FIELD REVIEW BY CITY OF CLIVE.
4. PROVIDE SUBDRAIN BEHIND BACK OF CURB ON PUBLIC STREETS AS REQUIRED BASED ON SUBSURFACE MOISTURE CONDITIONS. CONNECT SUBDRAIN TO STORM SEWER INTAKE USING RCP PIPE BENEATH PAVEMENT.
5. ALL INTAKES SHALL HAVE VANE GRATES.
6. 8-INCH FOOTING DRAINS TO BE PVC, SDR 35.
7. FOOTING DRAIN SERVICES TO BE 4-INCH PVC, SDR 35. EXTEND SERVICES 10' INSIDE LOT UNLESS OTHERWISE NOTED.
8. ALL INTAKES SHALL BE LOCATED A MINIMUM OF 7.5 FEET FROM END OF RETURNS.
9. ALL INTAKES SHALL BE LOCATED A MINIMUM OF 1 FOOT FROM DRIVEWAY FLARES.
10. THE CONTRACTOR SHALL PROVIDE A MINIMUM OF 3'-6" COVER ON ALL STORM SEWER, INCLUDING SUMP SERVICES.
11. ALL INTAKES SHALL BE POURED-IN-PLACE CONCRETE STRUCTURES

TRASH REQUIREMENT

TRASH RECEPTACLES WILL BE STORED INSIDE THE BUILDING.

SHEET INDEX

1	COVERSHEET
2	EXISTING CONDITIONS
3	PROPOSED CONDITIONS
4	PHASING PLACE
5-6	GRADING PLAN
7	LANDSCAPE PLAN

IOWA ONE CALL 811

OWNER / APPLICANT

CALDWELL PARRISH FUNERAL HOME & CREMATORY
PARRISH HOLDINGS, LLC
8201 HICKMAN ROAD
URBANDALE, IOWA 50322-4307

ZONING

M1 LIGHT INDUSTRIAL DISTRICT

SITE AREAS

BUILDING	7,091 S.F.	24.4%
PAVEMENT	12,075 S.F.	41.5%
SIDEWALKS	300 S.F.	1.0%
OPEN SPACE	9,644 S.F.	33.1%
TOTAL	29,110 S.F.	100%

PARKING

EXISTING SPACES = 19
PROPOSED SPACES = 19

LEGAL DESCRIPTION

LOT 11, WESTOWN INDUSTRIAL PARK, AN OFFICIAL PLAT, CITY OF CLIVE, POLK COUNTY, IOWA, CONTAINING 0.668 ACRES MORE OR LESS.

LEGEND

EXISTING/PROPOSED

- PLAT BOUNDARY
- W — WATER MAIN & SIZE
- SAN — SANITARY SEWER & SIZE
- ST — STORM SEWER & SIZE
- UGE — UNDERGROUND ELECTRIC CABLE
- UGT — UNDERGROUND TELEPHONE CABLE
- CTV — UNDERGROUND CABLE TV
- G — GAS MAIN & SIZE
- MANHOLE
- INTAKE
- HYDRANT
- PP/LP — POWER POLE/LIGHT POLE
- UTILITY BOX/TELEPHONE RISER
- 990 — EXISTING CONTOURS
- 990 — PROPOSED CONTOURS
- SILT FENCE OR APPROVED FILTRATION SOCK
- TREES

CERTIFICATION

LICENSED PROFESSIONAL ENGINEER
KEVEN J. CRAWFORD
13156
IOWA

I HEREBY CERTIFY THAT THIS ENGINEERING DOCUMENT WAS PREPARED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF IOWA.

KEVEN J. CRAWFORD, P.E. IOWA LICENSE NO. 13156
MY LICENSE RENEWAL DATE IS DECEMBER 31, 2026

PAGES OR SHEETS COVERED BY THIS SEAL:
Sheets 1-6

COOPER CRAWFORD & Associates
Civil Engineers & Land Surveyors
475 S. 50th STREET, SUITE 800, WEST DES MOINES, IOWA 50265
PHONE: (515) 224-1344 FAX: (515) 224-1345

DATE: 3-3-2026
REVISIONS: 3-30-3026

SCALE: 1"=20'
0 10 20

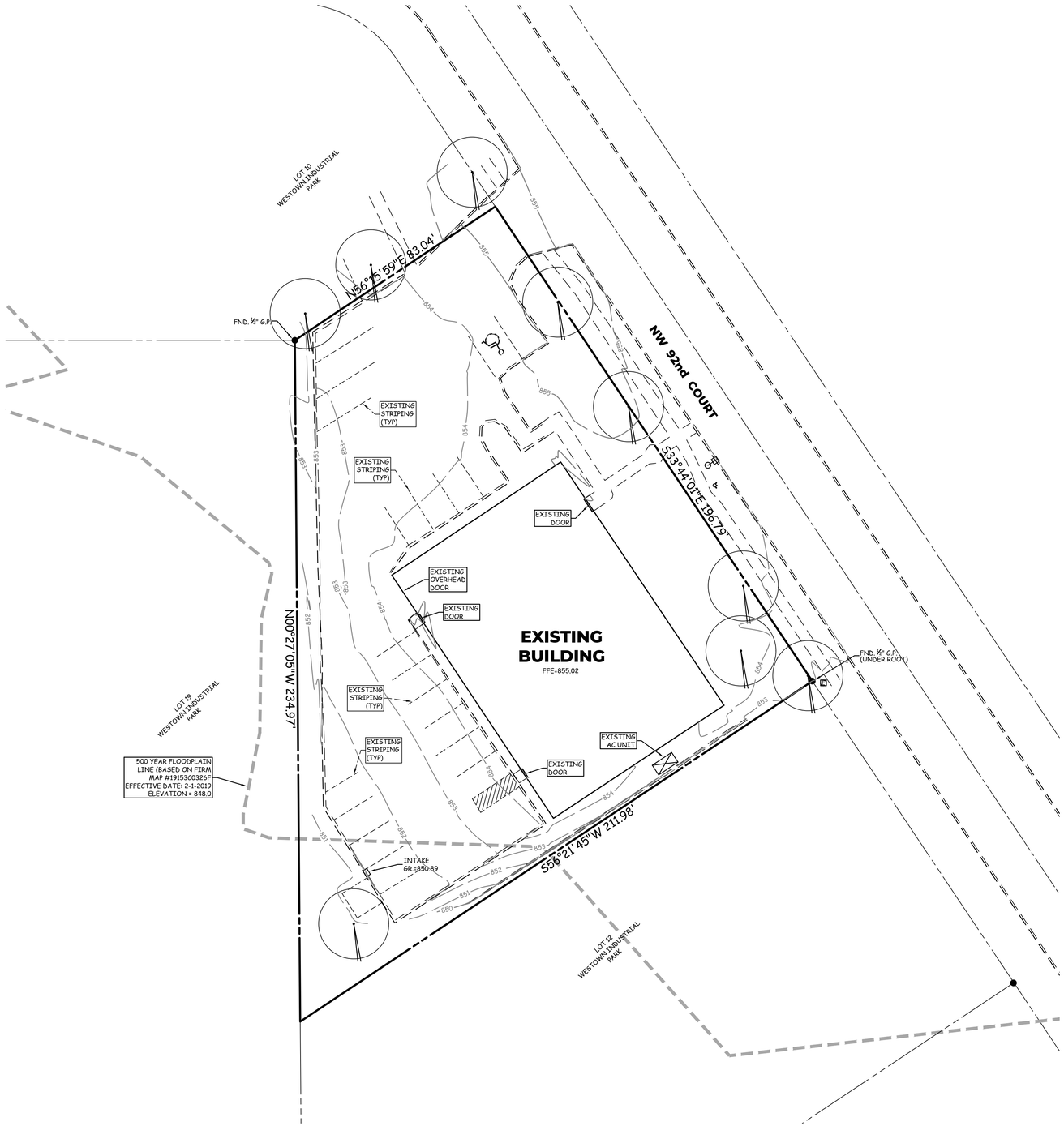
AS-BUILT: ---

JOB NUMBER
CC 3162

COVERSHEET
CALDWELL PARRISH

SHEET 1 OF 7

SITE PLAN
CALDWELL PARRISH
2024 NW 92nd Court, Clive



DIMENSION NOTES

1. ONE WEEK PRIOR TO CONSTRUCTION, THE CONTRACTOR SHALL NOTIFY:
   A. CITY OF CLIVE
   B. CALDWELL PARRISH FUNERAL HOME & CREMATORY
   C. COOPER CRAWFORD & ASSOCIATES, LLC
2. DIMENSIONS ARE TO PROPERTY LINE, OUTSIDE OF BUILDING WALLS AND TO BACK OF CURB.
3. CONTRACTORS ARE RESPONSIBLE FOR OBTAINING ALL PERMITS AND LEASES.
4. CONTRACTOR SHALL PROTECT ALL STRUCTURES AND UTILITIES AND VERIFY LOCATIONS. DAMAGE TO STRUCTURES AND UTILITIES SHALL BE REPAIRED BY THE CONTRACTOR AT THE CONTRACTOR'S EXPENSE TO THE SATISFACTION OF THE OWNER OF THE UTILITY.
5. ALL CONSTRUCTION SHALL BE CONSTRUCTED ACCORDING TO 2026 SUDAS AND CITY OF CLIVE SUPPLEMENTAL SPECIFICATIONS.
6. ALL RADII ARE TEN FEET UNLESS OTHERWISE SPECIFIED.
7. PAVING SHALL BE A MINIMUM OF 6-INCH P.C.C. IN PUBLIC RIGHT-OF-WAY AND PRIVATE DRIVE PAVING SHALL BE A MIN. OF 6-INCH P.C.C. PRIVATE SIDEWALK PAVING SHALL BE A MIN. OF 4-INCH P.C.C.
8. CURBS SHALL BE 6-INCH INTEGRAL P.C.C. CURB.

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- 990 PROPOSED CONTOURS
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- TREES

IOWA 811 ONE CALL

COOPER CRAWFORD & Associates
Civil Engineers & Land Surveyors
475 S. 50th STREET, SUITE 800, WEST DES MOINES, IOWA 50265
PHONE: (515) 224-1344 FAX: (515) 224-1345

DATE: 3-3-2026
REVISIONS: 3-30-2026

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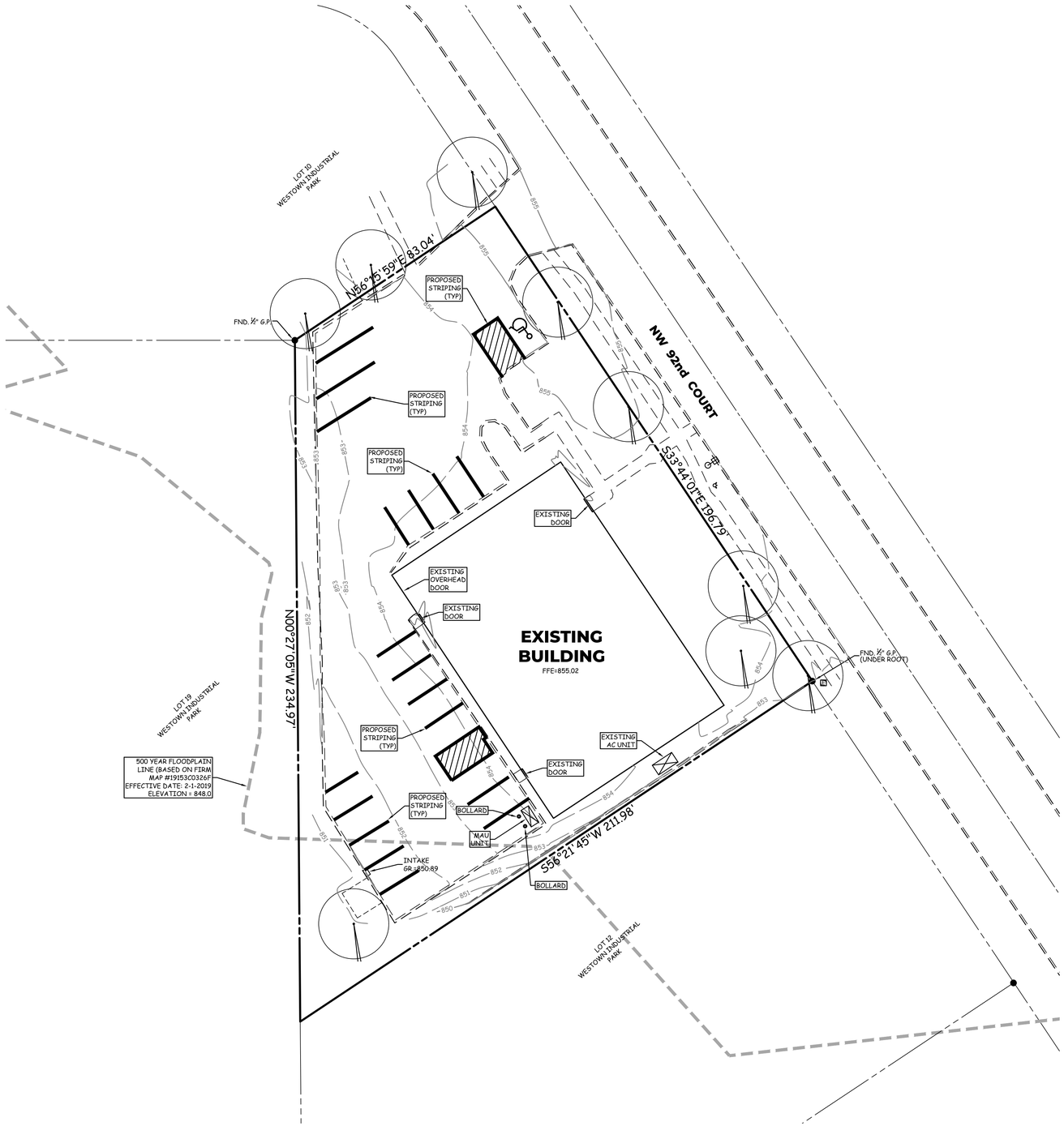
AS-BUILT: ---

JOB NUMBER
CC 3162

EXISTING CONDITIONS
CALDWELL PARRISH

SHEET 2 OF 7

SITE PLAN
CALDWELL PARRISH
2024 NW 92nd Court, Clive



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SCALE: 1"=20'

AS-BUILT: ---

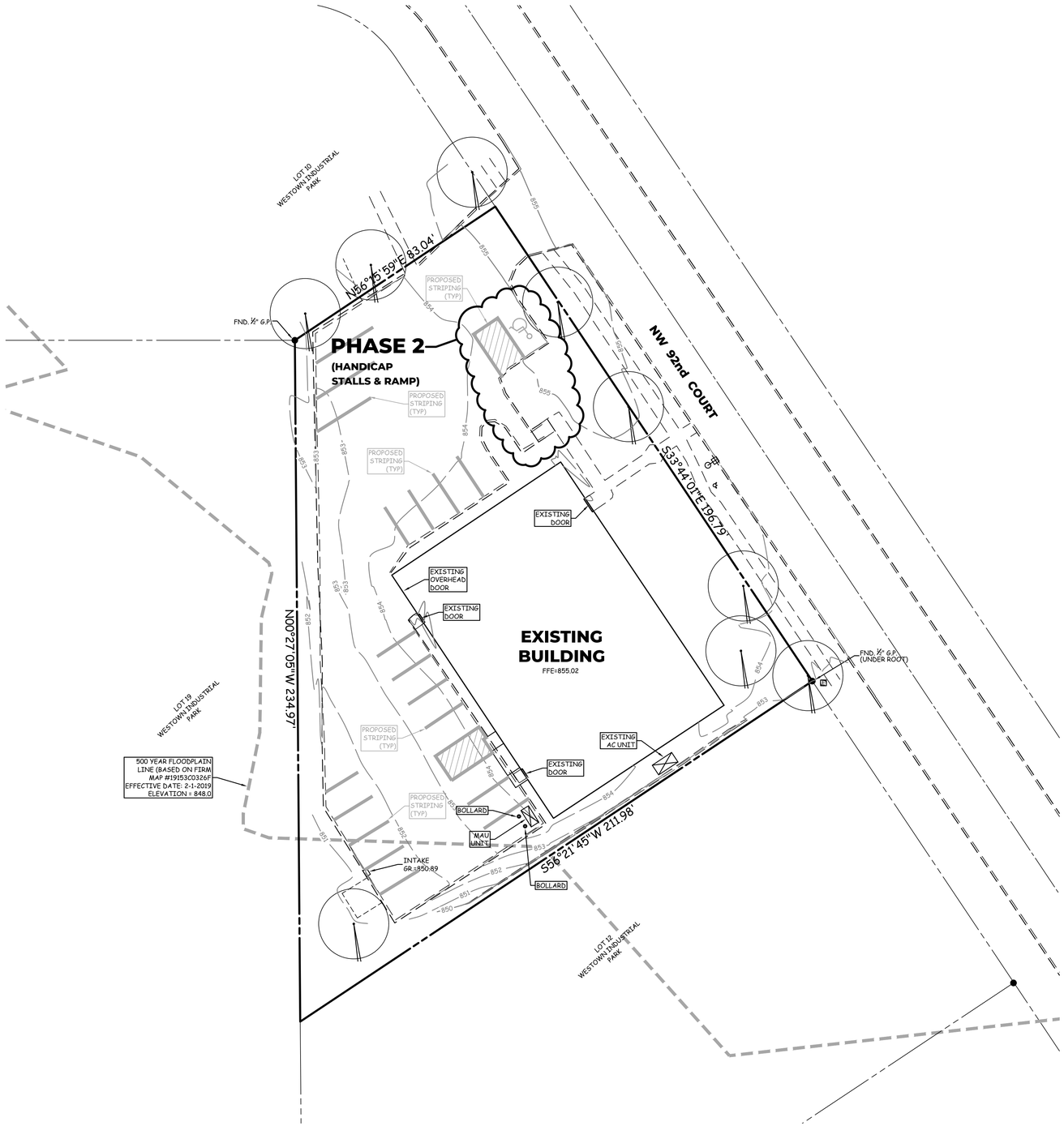
JOB NUMBER
CC 3162

PROPOSED CONDITIONS
CALDWELL PARRISH

SHEET 3 OF 7

IOWA 811 ONE CALL

SITE PLAN
CALDWELL PARRISH
2024 NW 92nd Court, Clive



DIMENSION NOTES

1. ONE WEEK PRIOR TO CONSTRUCTION, THE CONTRACTOR SHALL NOTIFY:
   A. CITY OF CLIVE
   B. CALDWELL PARRISH FUNERAL HOME & CREMATORY
   C. COOPER CRAWFORD & ASSOCIATES, LLC
2. DIMENSIONS ARE TO PROPERTY LINE, OUTSIDE OF BUILDING WALLS AND TO BACK OF CURB.
3. CONTRACTORS ARE RESPONSIBLE FOR OBTAINING ALL PERMITS AND LEASES.
4. CONTRACTOR SHALL PROTECT ALL STRUCTURES AND UTILITIES AND VERIFY LOCATIONS. DAMAGE TO STRUCTURES AND UTILITIES SHALL BE REPAIRED BY THE CONTRACTOR AT THE CONTRACTOR'S EXPENSE TO THE SATISFACTION OF THE OWNER OF THE UTILITY.
5. ALL CONSTRUCTION SHALL BE CONSTRUCTED ACCORDING TO 2026 SUDAS AND CITY OF CLIVE SUPPLEMENTAL SPECIFICATIONS.
6. ALL RADII ARE TEN FEET UNLESS OTHERWISE SPECIFIED.
7. PAVING SHALL BE A MINIMUM OF 6-INCH P.C.C. IN PUBLIC RIGHT-OF-WAY AND PRIVATE DRIVE PAVING SHALL BE A MIN. OF 6-INCH P.C.C. PRIVATE SIDEWALK PAVING SHALL BE A MIN. OF 4-INCH P.C.C.
8. CURBS SHALL BE 6-INCH INTEGRAL P.C.C. CURB.

LEGEND

EXISTING/PROPOSED

- PLAT BOUNDARY
- W 8" — WATER MAIN & SIZE
- SAN 8" — SANITARY SEWER & SIZE
- ST 8" — STORM SEWER & SIZE
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- UGT — UNDERGROUND TELEPHONE CABLE
- CTV — UNDERGROUND CABLE TV
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- TREES

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475 S. 50th STREET, SUITE 800, WEST DES MOINES, IOWA 50265
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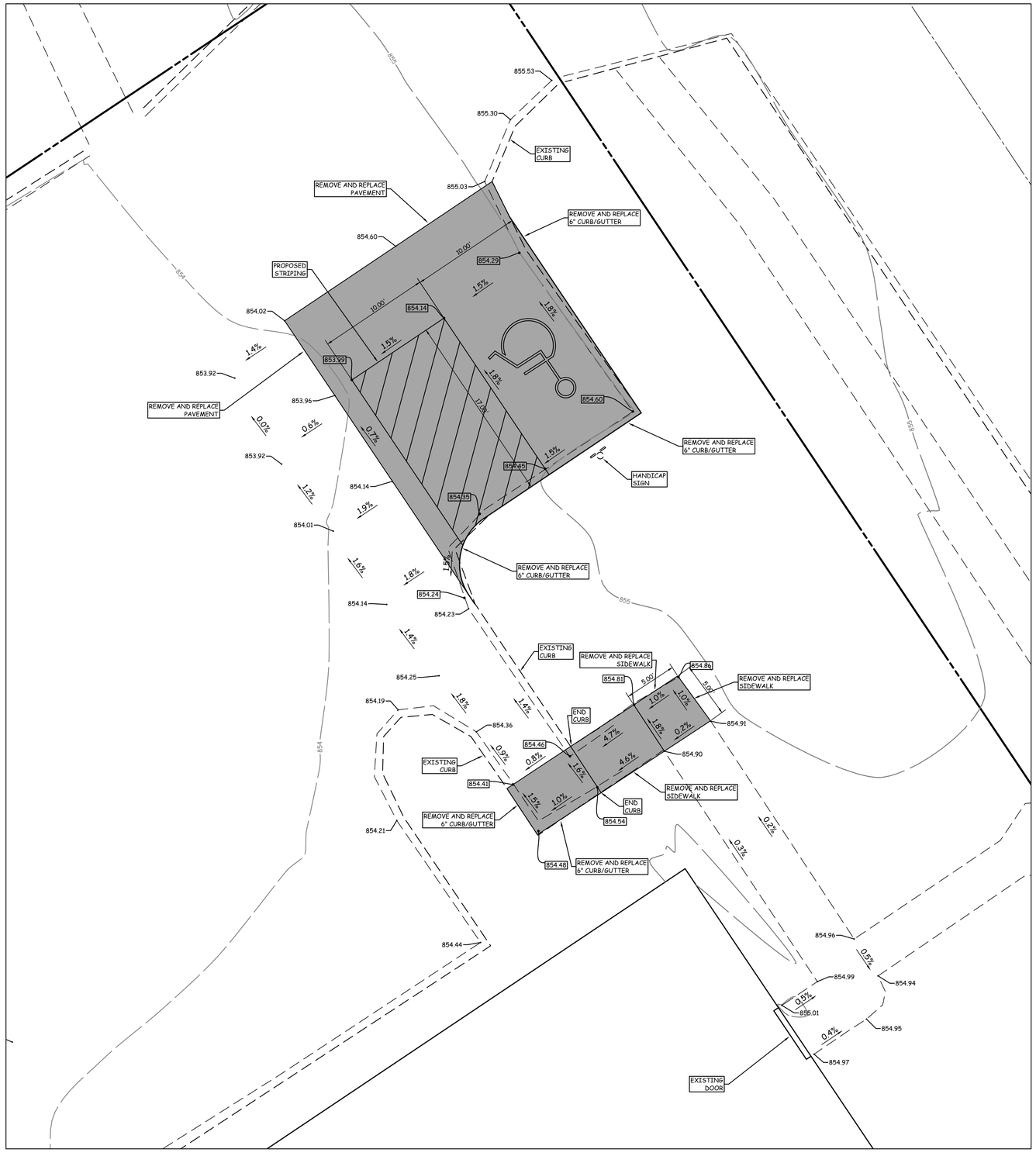
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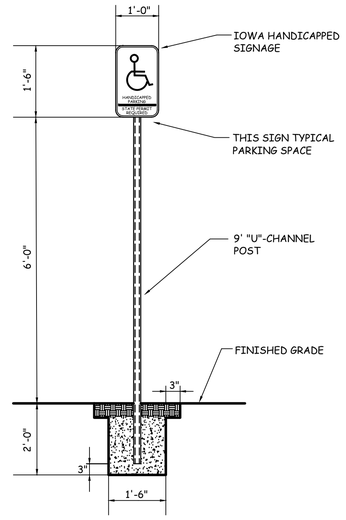
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PHASING PLAN
CALDWELL PARRISH

SHEET 4 OF 7

IOWA 811 ONE CALL





ACCESSIBLE PARKING SIGN DETAIL

NO SCALE (PER IOWA STATE D.O.T.)

CLIVE STANDARD NOTES

SANITARY SEWER NOTES:

1. ALL SERVICES SHALL BE CONNECTED TO THE SANITARY SEWER PIPE. NO CONNECTION TO EXISTING SANITARY SEWER MANHOLES SHALL BE ALLOWED.
2. THE 6" SANITARY SEWER SERVICE LINE SHALL BE SDR 23.5 IN ACCORDANCE WITH URBAN STANDARD SPECIFICATIONS
3. SANITARY SEWER CLEAN-OUTS SHALL BE PROVIDED AT ALL BENDS IN PIPE. NO SANITARY SEWER SERVICE LINE SHALL EXCEED 100 LINEAR FEET WITHOUT A CLEANOUT.
4. GREASE TRAPS SHALL BE INSTALLED AS REQUIRED AND INSPECTED BY THE BUILDING DEPARTMENT.

STORM SEWER NOTES:

1. ALL INTAKE CASTINGS SHALL HAVE PHASE 2 SYMBOLOGY OR TEXT
2. ADDITIONAL RIPRAP MAY BE REQUIRED AT THE FES BASED UPON FIELD REVIEW BY CITY OF CLIVE.
3. ALL ROOF DRAINS SHALL BE CONNECTED TO STORM SEWER SYSTEM.
4. 8-INCH ROOF DRAINS SHALL BE PVC, SDR 35.
5. 12-INCH STORM SEWERS SHALL BE REINFORCED CONCRETE PIPE.
6. THE CONTRACTOR SHALL PROVIDE A MINIMUM OF 3'-6" COVER ON ALL STORM SEWERS.

WATER MAIN NOTES:

1. PIPE MATERIALS FOR 6" WATER MAIN SHALL BE AWWA C900 CLASS 150 PVC.
2. PIPE MATERIAL FOR 1" WATER SERVICE LINE SHALL BE COPPER.
3. WATER VALVE ON DOMESTIC LINE SHALL BE LOCATED WITHIN CONCRETE PAVEMENT OR WITHIN A 12"X12"X4" THICK CONCRETE PAD.
4. PROVIDE RISER ROD ON ALL CURB STOPS.
5. WATER MAIN TAPPING SHALL BE BY A CONTRACTOR APPROVED BY THE CITY OF CLIVE FOR SUCH PURPOSE.
6. THE CONTRACTOR SHALL WORK WITH THE CITY OF CLIVE PUBLIC WORKS DEPARTMENT WHEN OPERATING EXISTING VALVES. WATER SHALL NOT BE TURNED ON WITHOUT PRIOR APPROVAL OF THE CITY OF CLIVE.
7. THE SHUTOFF FOR NEW 1" & 1 1/2" SERVICE LINES SHALL CONSIST OF A "T" HANDLE, QUARTER-TURN CURB STOP BALL VALVE, MUELLER ORISEAL MARK II, 1/4 TURN, FLARED COPPER NUT (BOTH ENDS) OR APPROVED EQUAL.
8. STOOP BOXES FOR 1" THROUGH 2" WATER SERVICE LINES SHALL INCLUDE A STAINLESS STEEL SELF-CENTERING ROD WITH STAINLESS STEEL COTTER PIN WITHIN THE STOP BOX HOUSING WITH AN 1 1/4" EXTENDABLE UPPER SECTION AND LID WITH 1 1" PENTAGONAL PLUG. ALL STOP BOX INSTALLATIONS SHALL BE COMPLETED IN SUCH A MANNER THAT THE LID IS ALLOWED TO RAISE WITH THE FROST AND LOWER IF DRIVEN OVER WITHOUT DAMAGE TO THE CURB VALVE. FINISHED GRADE OF THE LID SHALL BE LEVEL WITH THE SURROUNDING SURFACE AND SHOULD NOT PRESENT A HAZARD TO THE PUBLIC.

UTILITY NOTES

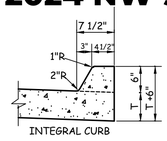
1. ALL UTILITIES SHALL BE CONSTRUCTED IN ACCORDING TO 2018 SUDAS ADDITION AND REVISIONS AND CITY OF CLIVE SUPPLEMENTAL SPECIFICATIONS.
2. THE CONTRACTOR SHALL VERIFY THE LOCATION OF ALL EXISTING UTILITIES PRIOR TO CONSTRUCTION. DAMAGE TO UTILITIES OR STRUCTURES SHALL BE REPAIRED BY THE CONTRACTOR TO THE SATISFACTION OF THE UTILITY OWNER.
3. ALL WATER MAINS SHALL HAVE A MINIMUM BURY OF 5 1/2 FEET.
4. SITE UTILITIES WITHIN PUBLIC STREET RIGHT-OF-WAYS AND WITHIN EASEMENTS SHALL BE PUBLIC UTILITIES; ALL OTHER UTILITIES SHALL BE PRIVATE.
5. BUILDER SHALL VERIFY ADEQUATE SANITARY SEWER SERVICE SLOPE PRIOR TO CONSTRUCTION OF THE UNITS.
6. REQUIRED TO WITNESS VACUUM TESTING AND IAI BARRIER PLACEMENT.
7. CURB STOP CAPS WILL END WITHIN THE SIDEWALK FOR EACH UNIT.
8. THE SANITARY SEWER LINE WILL NEED TO BE TELEVISED ONCE THE SERVICE HAS BEEN INSTALLED.
9. SANITARY SEWER SERVICE CONNECTION SHALL BE MADE WITH A WYE.

GRADING NOTES

1. STRIP TOPSOIL (6") FROM ALL AREAS WHICH ARE TO BE FILLED OR CUT FOR BORROW.
2. ALL AREAS TO RECEIVE STRUCTURAL FILL SHALL BE BENCHED.
3. PREPARE BOTTOM OF BENCH FOR FILL BY DISCING TO A DEPTH OF 4-INCHES AND COMPACT. ANY LOCALIZED AREAS WHICH CANNOT BE SATISFACTORILY COMPACTED OR WHICH SHOW EVIDENCE OF PUMPING ACTION SHALL BE UNDERCUT AND RECOMPACTED WITH ONSITE FILL MATERIALS.
4. ALL FILL SHALL BE COMPACTED TO A DENSITY THAT IS NOT LESS THAN 95%.
5. ALL AREAS WHICH ARE IN CUT EXCAVATION AND WILL RECEIVE PAVING WILL BE CUT TO ROUGH GRADE AFTER WHICH THAT TOP 12-INCHES SHALL BE DISCED AND COMPACTED TO 95% STANDARD PROCTOR DENSITY.
6. MAINTAIN ALL CUT AND FILL AREAS TO ACCOMMODATE SURFACE DRAINAGE.
7. GRADING CONTRACTOR SHALL LEAVE EXCESS TOP SOIL ALONG CURB LINES SUCH THAT PAVING CONTRACTOR CAN BACKFILL CURBS.
8. FINISHED GRADE ON ALL NON-PAVED AREAS SHALL BE WITHIN 0.20 FEET OF PLAN GRADE. PARKING LOTS AND STREETS SHALL BE WITHIN 0.10 FEET.
9. THE CONTRACTOR SHALL PROTECT ALL STRUCTURES AND UTILITIES. ANY DAMAGE SHALL BE REPAIRED BY THE CONTRACTOR TO THE SATISFACTION OF THE OWNER OF THE UTILITIES.
10. MAXIMUM ALLOWANCE GRADE ON ALL PROPOSED SLOPES IS 3:1.
11. TOPSOIL SHALL BE SPREAD TO A MINIMUM THICKNESS OF 6-INCHES ON ALL DISTURBED AREAS.
12. BACKFILL TO TOP OF ALL CURBS.
13. MOISTURE CONTENT SHALL NOT DEVIATE FROM OPTIMUM BY MORE THAN -1% TO +4% IN STRUCTURAL FILL.
14. EROSION CONTROL BY USE OF SILT FENCES OR STRAW BALES SHALL BE MAINTAINED AROUND STORM INTAKES UNTIL PAVING AND SODDING ARE COMPLETED.
15. MINIMUM FINISH GRADE ON ALL SLOPES IS 2%.

IOWA 811 ONE CALL

SITE PLAN
CALDWELL PARRISH
2024 NW 92nd Court, Clive



INTEGRAL CURB

CURB DETAIL

NO SCALE

CLIVE STANDARD NOTES

GRADING NOTES:

1. STRIP TOPSOIL FROM ALL AREAS TO BE FILLED OR CUT.
2. STOCKPILE SUFFICIENT TOPSOIL AND RESPREAD A MINIMUM OF6-INCHES OF TOPSOIL ON ALL UNPAVED AREAS. PROVIDE SILT FENCE AROUND PERIMETER OF STOCKPILE AS DIRECTED BY CITY OF CLIVE.
3. ALL AREAS TO RECEIVE FILL ARE TO BE BENCHED. PREPARE BOTTOM OF BENCH FOR FILL BY DISKING TO A DEPTH OF 6-INCHES. ALL FILL MATERIAL SHALL BE COMPACTED TO A DENSITY THAT IS NOT LESS THAN 95% STANDARD PROCTOR. THE MOISTURE CONTENT OF THE FILL MATERIAL SHALL NOT DEVIATE FROM OPTIMUM BY MORE THAN 2%.
4. MAINTAIN ALL CUT AND FILL AREAS FOR SURFACE DRAINAGE AT ALL TIMES.
5. FINAL GRADES WITHIN PAVED AREAS SHALL BE WITHIN 0.1' OF PLAN GRADE, ALL OTHER AREAS TO BE WITHIN 0.2' OF PLAN GRADE.
6. THE GRADING CONTRACTOR SHALL BE RESPONSIBLE FOR COMPLIANCE WITH THE APPROVED STORM WATER DISCHARGE PERMIT AND EROSION CONTROL PLAN, INCLUDING INSTALLATION AND MAINTENANCE OF SILT FENCE.
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PAVING NOTES:

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3. EXISTING STREET PAVEMENT SHALL BE SAWCUT AT THE NEAREST LONGITUDINAL JOINT FOR CONSTRUCTION OF NEW DRIVEWAY. IF CLOSEST JOINT IS AT CENTERLINE, THE EXISTING STREET SHALL BE SAWCUT 18" FROM BACK OF CURB. REPLACEMENT PAVEMENT THICKNESS SHALL MATCH THE THICKNESS OF THE EXISTING STREET OUT TO THE CURB LINE.
4. SANITARY SEWER SERVICE CONNECTION REQUIRES REMOVAL AND REPLACEMENT OF EXISTING STREET PAVEMENT. PAVEMENT REMOVAL SHALL EXTEND TO CENTERLINE OF STREET. WIDTH OF PAVEMENT REMOVAL SHALL BE 10-FEET WIDE, MINIMUM, AND REMAINING PAVEMENT PANELS SHALL BE NO LESS THAN 10-FEET WIDE. REPLACEMENT PAVEMENT SHALL MATCH THICKNESS OF EXISTING STREET AND SHALL BE REINFORCED.
5. CONTRACTOR SHALL BE RESPONSIBLE FOR ALL PAVEMENT MARKINGS AND DIRECTIONAL SIGNS, INCLUDING ANY REQUIRED STOP SIGNS. DIRECTIONAL SIGNS SHALL NOT INCLUDE ANY CORPORATE LOGOS.

LEGEND

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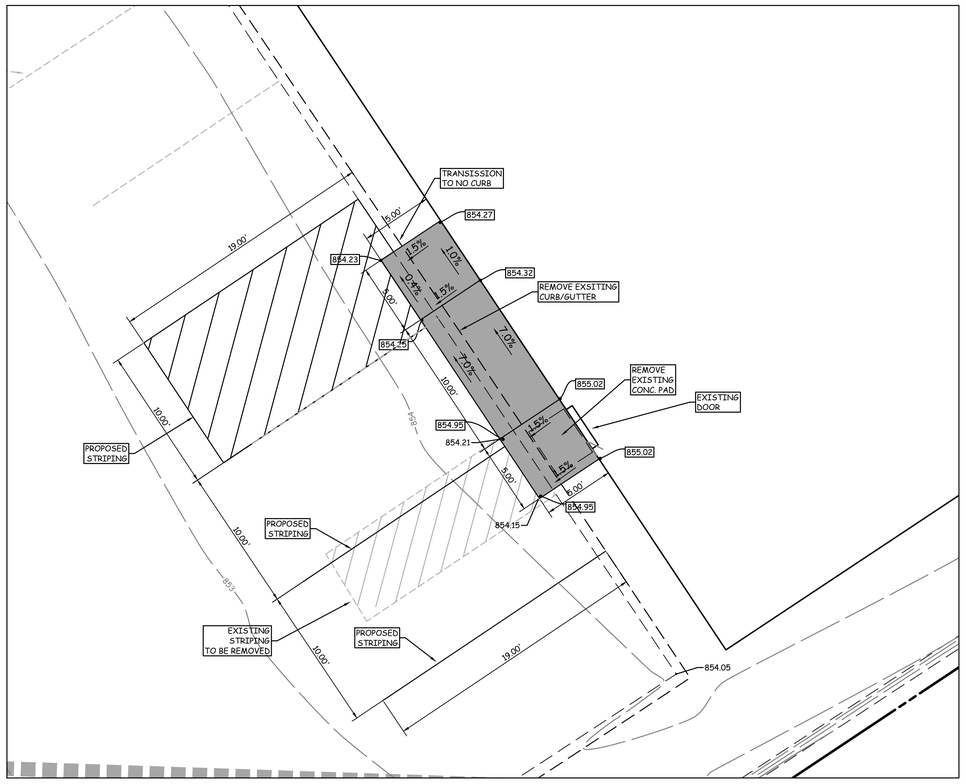
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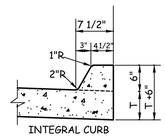
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GRADING PLAN
CALDWELL PARRISH

SHEET 5 OF 7

SITE PLAN
CALDWELL PARRISH
2024 NW 92nd Court, Clive





CURB DETAIL
NO SCALE

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IOWA ONE CALL 811

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- TREES

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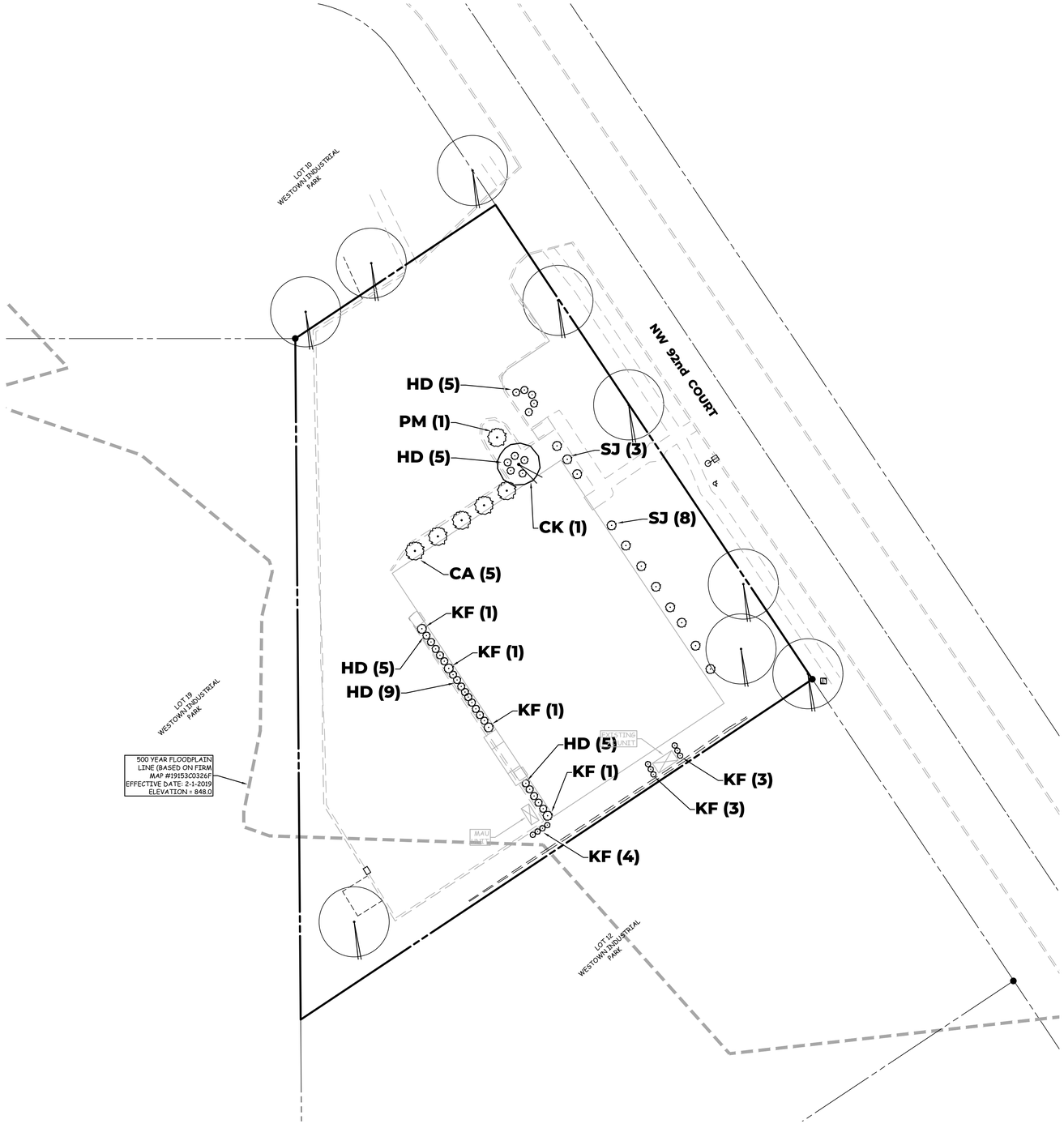
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GRADING PLAN
CALDWELL PARRISH

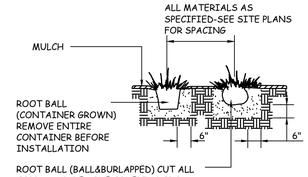
SHEET 6 OF 7

SITE PLAN
CALDWELL PARRISH
2024 NW 92nd Court, Clive



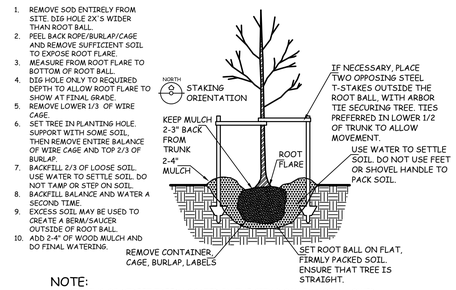
BUFFER PLANTING SCHEDULE

COUNT	KEY	Botanical name/COMMON NAME	SIZE	CONDITION	REMARKS
1	CK	*Cornus kousa* VENUS DOGWOOD	6'-7' ht	TS / B&B	SINGLE STEM
5	CA	*Cornus alba 'Bailhalo'* IVORY HALO DOGWWOD	2'-3' ht	TS / B&B	SEE PLAN
1	PM	*Pinus mugo* DWARF *MUGO* PINE	cont.	TS / B&B	SEE PLAN
11	SJ	*Spirea japonica 'Neon Flash'* NEON FLASH SPIREA	cont.	TS / B&B	SEE PLAN
14	KF	*Calamagrostis acutiflora 'Karl Foerster'* KARL FOERSTER GRASS	cont.	TS / B&B	SEE PLAN
29	HD	*Hemerocallis x varities* DAYLILLY VARITIES	cont.	TS / B&B	SEE PLAN



SHRUB PLANTING DETAIL

NO SCALE



1. REMOVE SOD ENTIRELY FROM SITE. DIG HOLE 2X'S WIDER THAN ROOT BALL.
2. PEEL BACK ROPE/BURLAP/CAGE AND REMOVE SUFFICIENT SOIL TO EXPOSE ROOT FLARE.
3. MEASURE FROM ROOT FLARE TO BOTTOM OF ROOT BALL.
4. DIG HOLE ONLY TO REQUIRED DEPTH TO ALLOW ROOT FLARE TO SHOW AT FINAL GRADE.
5. REMOVE LOWER 1/3 OF WIRE CAGE.
6. SET TREE IN PLANTING HOLE. SUPPORT WITH SOME SOIL, THEN REMOVE ENTIRE BALANCE OF WIRE CAGE AND TOP 2/3 OF BURLAP.
7. BACKFILL 2/3 OF LOOSE SOIL, USE WATER TO SETTLE SOIL, DO NOT TAMP OR STEP ON SOIL.
8. BACKFILL BALANCE AND WATER A SECOND TIME.
9. EXCESS SOIL MAY BE USED TO CREATE A BERM/SAUCER OUTSIDE OF ROOT BALL.
10. ADD 2-4" OF WOOD MULCH AND DO FINAL WATERING.

NOTE:
- STAKING OF STREET TREES LOCATED IN THE CITY R.O.W. IS NOT ALLOWED.
- DO NOT SET TOP OF ROOT BALL AT FINISHED GRADE. IT IS ESSENTIAL THAT THE ROOT FLARE BE EXPOSED BEFORE PLANTING, SO THE TREE CAN BE SET TO SHOW ROOT FLARE AT FINISHED GRADE.

DECIDUOUS TREE PLANTING & STAKING DETAIL

NO SCALE

LANDSCAPE NOTES

1. ALL SITEWORK, SODDING & LANDSCAPING SHALL BE IN ACCORDANCE WITH SUDAS 2018 ADDITION AND REVISTIONS AND CITY OF CLIVE SUPPLEMENTAL SPECIFICATIONS.
2. LANDSCAPE CONTRACTOR SHALL GUARANTEE ALL PLANT MATERIALS FOR A PERIOD OF ONE YEAR FROM DATE OF INSTALLATION.
3. ALL PLANT MATERIAL SHALL AT LEAST MEET MINIMUM REQUIREMENTS SHOWN IN THE "AMERICAN STANDARD FOR NURSERY STOCK" (ANSI Z60.1-1986).
4. NO PLANT MATERIAL SHALL BE SUBSTITUTED WITHOUT THE AUTHORIZATION FROM THE LANDSCAPE ARCHITECT.
5. ALL DECIDUOUS TREES WITH CALIPER OF 2 TO 3 INCHES SHALL BE STAKED; ALL DECIDUOUS TREES WITH CALIPER GREATER THAN 3-INCHES SHALL BE GUYED; EVERGREEN TREES GREATER THAN 8 FEET IN HEIGHT SHALL BE GUYED; STAKING AT HEIGHTS LESS THAN 8 FEET IS NOT NECESSARY. REFER TO PLAN AND DETAILS FOR SPECIFIC PLANTING INSTRUCTIONS.
6. ALL TREES, SHRUBS & GROUND COVERS SHALL BE MULCHED WITH AT LEAST 3" SHREDDED BARK MULCH.
7. PLANT QUANTITIES ARE FOR CONTRACTORS CONVENIENCE. DRAWINGS SHALL PREVAIL WHERE CONFLICT OCCURS.
8. THE CONTRACTOR SHALL VERIFY THE LOCATION AND PROTECT ALL UTILITIES AND STRUCTURES. DAMAGE TO UTILITIES AND STRUCTURES SHALL BE REPAIRED BY THE CONTRACTOR TO THE SATISFACTION OF THE OWNER.
9. ONE WEEK PRIOR TO INSTALLATION, THE CONTRACTOR SHALL NOTIFY THE LANDSCAPE ARCHITECT AT COOPER CRAWFORD & ASSOCIATES, LLC.
10. SOD ALL DISTURBED AREAS, EXCEPT ALONG THE WEST EDGE OF THE SITE WHERE UNITED SEEDS INC SUPER TURF II WILL BE USED. SEED / SOD LINE NOTED ON PLAN
11. DECIDUOUS TREES SHALL BE NO CLOSER THAN 5 FEET AND CONIFEROUS TREES NO CLOSER THAN 10 FEET TO STREETS OR SIDEWALKS.
12. A ROW OF SHRUBS MAY BE REQUIRED AFTER LANDSCAPING IS INSTALLED TO PROVIDE FOR A HEADLIGHT SCREEN ON THE WEST EDGE OF THE PARKING.

LEGEND

EXISTING/PROPOSED

- PLAT BOUNDARY
- W 8" WATER MAIN & SIZE
- SAN 8" SANITARY SEWER & SIZE
- ST 8" STORM SEWER & SIZE
- UGE UNDERGROUND ELECTRIC CABLE
- UGT UNDERGROUND TELEPHONE CABLE
- CTV UNDERGROUND CABLE TV
- G 4 GAS MAIN & SIZE
- MANHOLE
- INTAKE
- HYDRANT
- PP/LP POWER POLE/LIGHT POLE
- UTILITY BOX/TELEPHONE RISER
- 990 EXISTING CONTOURS
- 990 PROPOSED CONTOURS
- SILT FENCE OR APPROVED FILTRATION SOCK
- TREES

IOWA 811 ONE CALL

COOPER CRAWFORD & Associates
Civil Engineers & Land Surveyors
475 S. 50th STREET, SUITE 800, WEST DES MOINES, IOWA 50265
PHONE: (515) 224-1344 FAX: (515) 224-1345

DATE: 3-3-2026
REVISIONS: 3-30-2026

N

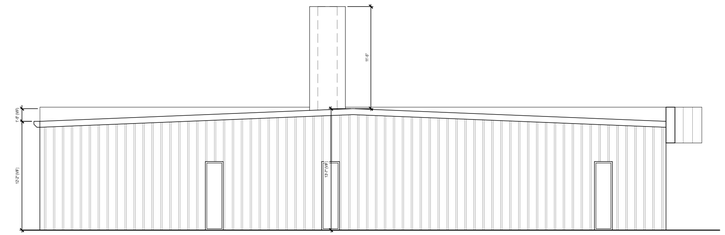
0 10 20
SCALE: 1"=20'

AS-BUILT: ---

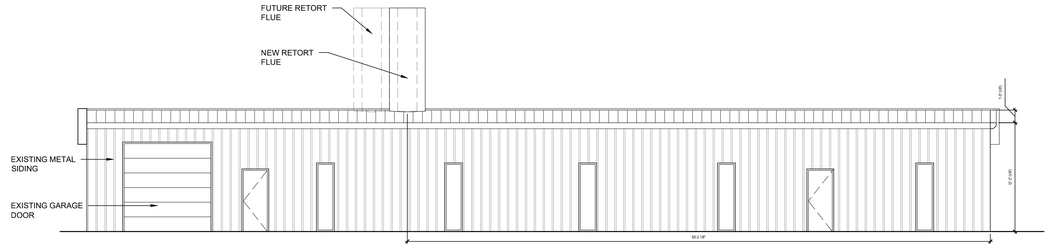
JOB NUMBER
CC 3162

LANDSCAPE PLAN
CALDWELL PARRISH

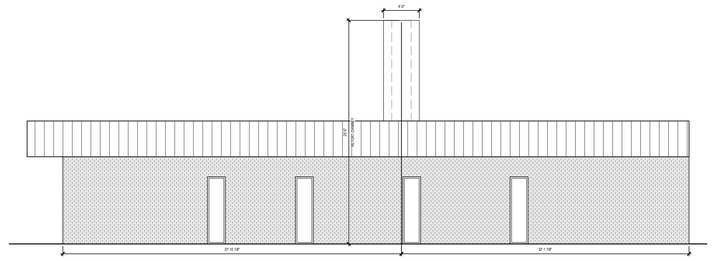
SHEET 7 OF 7



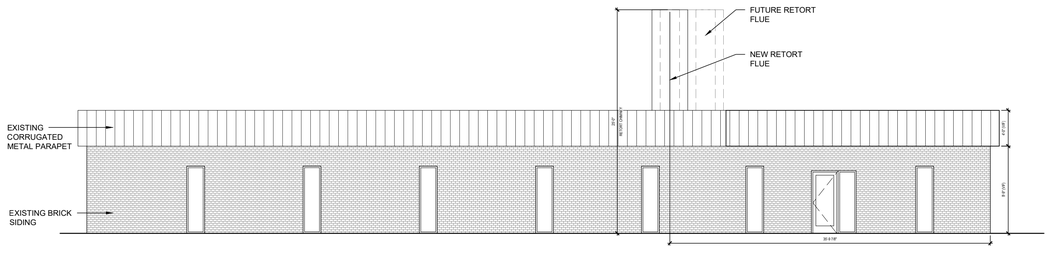
04 EXISTING SIDE ELEVATION (SOUTHEAST ELEVATION)
SCALE: 1/8" = 1'-0"



03 EXISTING BACK ELEVATION (SOUTHWEST ELEVATION)
SCALE: 1/8" = 1'-0"



02 EXISTING SIDE ELEVATION (NORTHWEST)
SCALE: 1/8" = 1'-0"



01 EXISTING FRONT ELEVATION (NORTHEAST ELEVATION)
SCALE: 1/8" = 1'-0"

ISSUE DATE:

REVISION:

NOT FOR CONSTRUCTION

THIS SET OF DOCUMENTS ARE FOR REVIEW AND COST ESTIMATION ONLY

JST ARCHITECTS
ARCHITECTURE | PLANNING | MAUSOLEUM | CEMETERY | INTERIORS
WWW.JSTARCHITECTS.COM
901 MAIN ST, SUITE 6250
DALLAS, TEXAS, 75202
214.522.4033
@JST ARCHITECTS

CALDWELL PARRISH
CARE FACILITY
2024 NW 92ND CT
CLIVE, IOWA 50325

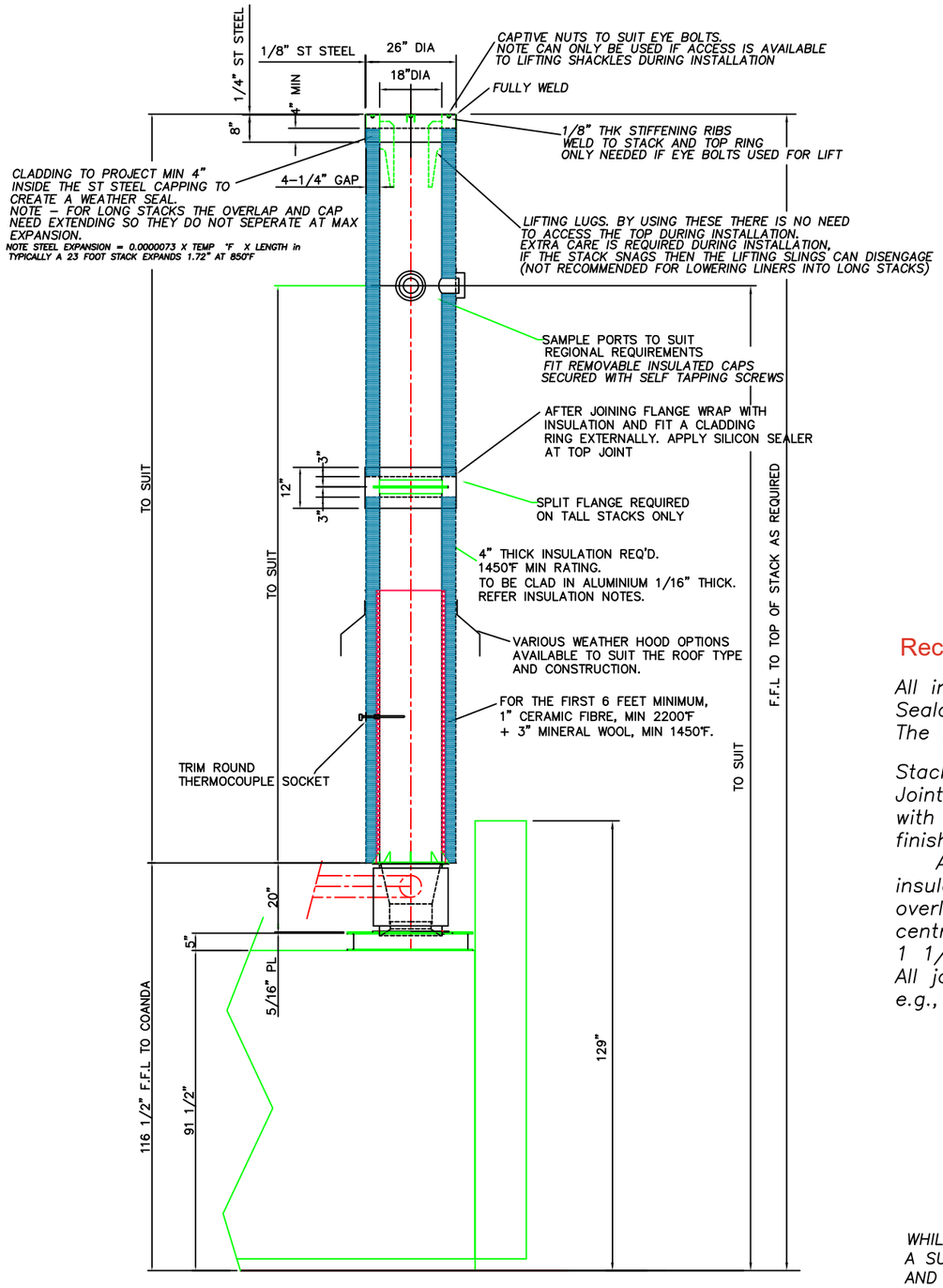
SHEET NO.

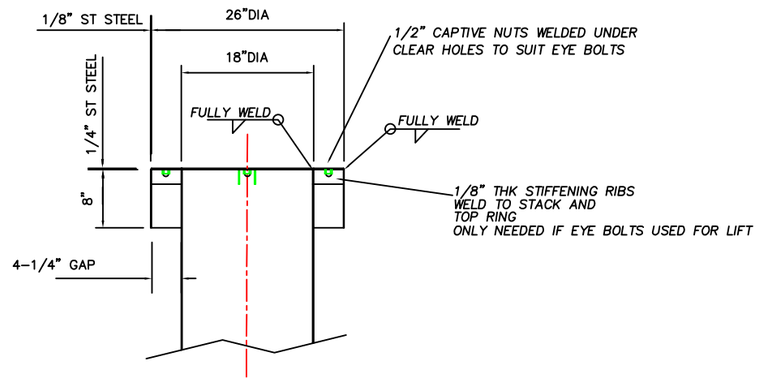
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JOB NUMBER: 25426

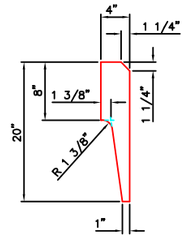
P:\2025 PROJECTS\25426.01 Caldwell Parrish Funeral Home, Urbandale, IA\Architecture\Phase 1 - Schematic Design\Elevations.dwg|24x36 Plotted by Annette Doubledee at 3/10/2026 3:44:30 PM with _JST Full Pen Weight.ctb plot style

A B IF IN DOUBT ASK C DO NOT SCALE D REMOVE ALL SHARP EDGES E F





STACK TOP DETAILS



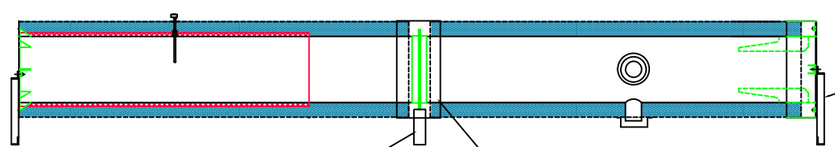
LIFTING LUGS
2–REQ'D 3/8" PLATE

Recommended Minimum Opening is 44"x44"

All insulation and cladding is to be applied in accordance with local and national standards.
Sealant materials are to be suitable for use at temperatures up to 570°F.
The surface temperature of the insulation is to be not more than 122°F when the ambient temperature is 68°F.

Stack to be insulated with mineral wool mat and galvanised wire mesh.
Joints to be well butted or overlapped and securely held with galvanised wire or approved stainless steel bands. The insulation is to be finished with a layer of aluminium cladding of minimum thickness 1mm.

Aluminium cladding is to be formed to fit tightly over the outer circumference of the insulation with a longitudinal overlap of not less than 1 1/2". The outer part of the overlap is to be secured with removable stainless steel self tapping screws at centres of not more than 6". Circumferential overlaps are to be not less than 1 1/2" and secured with no fewer than four equally spaced self tapping screws.
All joints must be lapped in order to shed water and sealed with a flexible silicon sealant if conditions require it, e.g., exposure to weather.



WHILE BOLTING TOGETHER SUPPORT THE FLANGES ON A SUPPORT STOOL. REMOVE BEFORE APPLYING THE LAGGING AND CLADDING.

STACK CAN BE BOLTED TOGETHER AND CLAD WHILE HORIZONTAL OR ASSEMBLED IN SECTIONS DURING INSTALLATION

SEE DRAWING 2005–0067 FOR INSULATED THIMBLE AND WEATHER HOOD DETAIL

ALL LOCAL AND NATIONAL CODES MUST BE FOLLOWED, SPECIFICALLY THE CODE FOR NFPA 211 AND ANY OTHER REGULATORY REQUIREMENTS.

Issue No –	Issue No –	Issue No –
Mod By: –	Mod By: –	Mod By: –
Date: –	Date: –	Date: –
Chk'd:	Chk'd:	Chk'd:

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Cremation & Incineration Equipment
Moor Road
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FAX : +44 (0) 113 276 8188

Drawn : M Sutcliffe	Date : 10/1/13	Title :	CHIMNEY STACK DETAILS
Chk'd :	Date :		
Appv'd:	Date :		
Scale : 1:20	Dir : USA		Issue
Project: STACK INSULATION DETAIL		Drg No: 2005 – 0068	C1

Memo

TO: Mayor and Council members
FROM: Elizabeth Hansen, Director of Administrative Services
DATE: April 23, 2026
RE: General Obligation Corporate Purpose Bonds, Series 2026A

SYNOPSIS:
The bond sale will take place on the morning of April 23. Bid results will be presented at the Council meeting. Confirmation of the Aaa bond rating with a stable outlook from Standard and Poor's was received on Friday, April 3. As a result of the notification that Clive will maintain the bond rating, that will definitely provide some savings for a sale this size.

PFM anticipates rates to come in lower than estimated. Pricing varies day-to-day based on demand, but as a Standard and Poor's Aaa-rated issuer, there should be strong demand for the city's bonds.

The last step in this borrowing is the closing/delivery of funds on May 7, 2026.

Attachments:
None

Memo

TO: Mayor and Council members
FROM: Elizabeth Hansen, Director of Administrative Services
DATE: April 23, 2026
RE: Resolution authorizing and approving a Loan Agreement, providing for the sale and issuance of General Obligation Corporate Purpose Bonds, Series 2026A, and providing for the levy of taxes to pay the same

SYNOPSIS:
The bond sale will take place on the morning of April 23. Bid results will be presented at the Council meeting.

The City's bond rating increased to Aaa from Standard and Poor's on Friday, April 3. 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 $5,600,000.

Attached please find draft proceedings and related materials with respect to the General Obligation Corporate Purpose Bonds, Series 2026A scheduled to close on May 7, 2026.

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. DRAFT Resolution Awarding the Sale, Series 2026A Bond
2. Loan Agreement Bond 2026A
3. UMB PA Agreement Bond 2026A
4. CDC Agreement, Series 2026A

MINUTES TO AUTHORIZE SALE AND ISSUANCE OF BONDS

421346-97

Clive, Iowa

April 23, 2026

The City Council of the City of Clive, Iowa, met on April 23, 2026, 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 Corporate Purpose Bonds, Series 2026A 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 authorizing and approving a Loan Agreement, providing for the sale and issuance of $5,525,000 General Obligation Corporate Purpose Bonds, Series 2026A, 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 "Essential Purpose 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 $5,500,000 for the purpose of paying the costs, to that extent, of (a) constructing street, storm water drainage and related public infrastructure improvements; (b) acquiring and installing street lighting, signage and signalization improvements; (c) undertaking improvements to existing municipal parks; and (d) undertaking real estate acquisition and streambed improvements for storm water drainage and flood mitigation (the "Essential Purpose Projects"), and has published notice of the proposed action and has held a hearing thereon on March 26, 2026; and

WHEREAS, the City also proposed to enter into a loan agreement (the "General Purpose Loan Agreement" and, together with the Essential Purpose Loan Agreement, the "Loan Agreements") and to borrow money thereunder in a principal amount not to exceed $100,000, pursuant to the provisions of Section 384.24A of the Code of Iowa, for the purpose of planning for the development of public recreation facilities near Indian Hills Junior High School (the "General Purpose Projects" and together with the Essential Purpose Projects, the "Projects"), and in lieu of calling an election upon such proposal, has published notice of the proposed action, including notice of the right to petition for an election, and has held a hearing thereon, and as of March 26, 2026, no petition had been filed with the City asking that the question of entering into the General Purpose Loan Agreement be submitted to the registered voters of the City; and

WHEREAS, pursuant to Section 384.28 of the Code of Iowa, the City combined the Loan Agreements into a single loan agreement (the "Loan Agreement"); and

WHEREAS, a Preliminary Official Statement (the "P.O.S.") has been prepared to facilitate the sale of General Obligation Corporate Purpose Bonds, Series 2026A (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 financial 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 $5,525,000 for the purposes set forth in the preamble hereof, including paying costs of issuance.

The Mayor and City Clerk are hereby authorized and directed to sign the Loan Agreement on behalf of the City, and the Loan Agreement is hereby approved. The Mayor and City Clerk are authorized and directed to execute and deliver any necessary documents to carry out the purposes of this resolution, including without limitation closing and tax certificates.

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 $5,525,000, are hereby authorized to be issued in evidence of the City's obligations under the Loan Agreement. The Bonds shall be dated May 7, 2026, 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:

Date	Principal	Interest Rate	Date	Principal	Interest Rate
2027	$255,000	_____%	2035	$380,000	_____%
2028	$270,000	_____%	2036	$395,000	_____%
2029	$285,000	_____%	2037	$415,000	_____%
2030	$295,000	_____%	2038	$440,000	_____%
2031	$310,000	_____%	2039	$460,000	_____%
2032	$325,000	_____%	2040	$485,000	_____%
2033	$345,000	_____%	2041	$505,000	_____%
2034	$360,000	_____%			

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 2035 to 2041, inclusive, prior to and in any order of maturity on June 1, 2034, 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.

[Term Bond Placeholder] Principal of the Bond maturing on June 1, 20__, is subject to mandatory redemption (by lot, as selected by the Registrar) on June 1, 20__, at a redemption price of 100% of the principal amount thereof to be redeemed, plus accrued interest thereon to the redemption date, in the following principal amounts:

Year	Principal Amount
20__	$____
20__	$____ (Maturity)

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 so 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, provided that such notice of cancellation is to be made at least five days prior to the date fixed for redemption. 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 December 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
POLK AND DALLAS COUNTIES
CITY OF CLIVE

GENERAL OBLIGATION CORPORATE PURPOSE BOND, SERIES 2026A

No. _____ $_____

RATE	MATURITY DATE	BOND DATE	CUSIP
____%	June 1, _____	May 7, 2026	_____

The City of Clive (the "City"), in Polk and Dallas Counties, 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 December 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 Corporate Purpose Bonds, Series 2026A (the "Bonds") issued by the City to evidence its obligation under a certain loan agreement, dated as of May 7, 2026 (the "Loan Agreement"), entered into by the City for the purpose of paying the cost, to that extent, of (a) constructing street, storm water drainage and related public infrastructure improvements; (b) acquiring and installing street lighting, signage and signalization improvements; (c) undertaking improvements to existing municipal parks; (d) undertaking real estate acquisition and streambed improvements for storm water drainage and flood mitigation; (e) undertaking the development of public recreation facilities near Indian Hills Junior High School; and (f) paying certain costs of issuance.

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 April 23, 2026, 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 2035 to 2041, inclusive, prior to and in any order of maturity on June 1, 2034, 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. [Term Bold Placeholder] Principal of the Bonds maturing on June 1 in the years 20__, 20__, 20__, and 20__ is subject to mandatory redemption (by lot, as selected by the Registrar) on June 1 in the years 20__; 20__; 20__; and 20__, respectively, in accordance with the mandatory redemption schedules set forth in the Resolution at a redemption price of 100% of the principal amount thereof to be redeemed, plus accrued interest thereon to the redemption date.

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 so 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, provided that such notice of cancellation is to be made at least five days prior to the date fixed for redemption. 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 May 7, 2026.

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, 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 ($_____) (the "Loan Proceeds"), which includes original issue premium ($_____), 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 the underwriter's discount.

A portion of the Loan Proceeds ($_____) (the "Project Proceeds) received from the sale of the Bonds 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 Project Proceeds remain after the full payment of the costs of the Projects, such Proceeds, shall be transferred to the Debt Service Fund for the payment of interest on the Bonds.

The remainder of the Loan Proceeds ($_____) (the "Cost of Issuance Proceeds"), received from the sale of the Bonds shall be deposited in the Project Fund, and 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. The foregoing amounts may be modified as necessary by the City in its final closing and tax certificate delivered at the time of closing of the Bonds.

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, 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 $_____;

For collection in the fiscal year beginning July 1, 2039, sufficient to produce the net annual sum of $_____; and

For collection in the fiscal year beginning July 1, 2040, 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 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.

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 ensure 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. 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 such securities, an underwriter has reasonably determined that the issuer or an obligated person has undertaken in writing for the benefit of the holders of such securities to provide certain disclosure information to prescribed information repositories on a continuing basis so long as such securities are outstanding 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 13. All resolutions or parts thereof in conflict herewith are hereby repealed to the extent of such conflict.

Section 14. This resolution shall be in full force and effect immediately upon its approval and adoption, as provided by law.

Passed and approved April 23, 2026.

_____

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 $5,525,000 General Obligation Corporate Purpose Bonds, Series 2026A 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 _____, 2026.

_____
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 _____, 2026, 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 April 23, 2026, entitled: "Resolution authorizing and approving a Loan Agreement, providing for the sale and issuance of $5,525,000 General Obligation Corporate Purpose Bonds, Series 2026A, 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, 2027, and subsequent years as provided in the resolution.

WITNESS MY HAND this _____ day of _____, 2026.

_____
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 _____, 2026, 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 April 23, 2026, entitled: "Resolution authorizing and approving a Loan Agreement, providing for the sale and issuance of $5,525,000 General Obligation Corporate Purpose Bonds, Series 2026A, 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, 2027, and subsequent years as provided in the resolution.

WITNESS MY HAND this _____ day of _____, 2026.

_____
County Auditor

LOAN AGREEMENT

This Loan Agreement is entered into as of May 7, 2026 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 $5,525,000 and the City's obligation to repay hereunder shall be evidenced by the issuance of General Obligation Corporate Purpose Bonds, Series 2026A in the aggregate principal amount of $5,525,000 (the "Bonds").

2. The City has adopted a resolution on April 23, 2026 (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 May 7, 2026, 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 May 7, 2026 (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 $5,525,000 General Obligation Corporate Purpose Bonds, Series 2026A 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

If to ISSUER:
City of Clive, Iowa
Attn: City Clerk
City Hall
1900 NW 114th Street
Clive, Iowa 50325-7077

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 $5,525,000 General Obligation Corporate Purpose Bonds, Series 2026A (the "Bonds"), dated May 7, 2026. The Bonds are being issued pursuant to a resolution of the Issuer approved on April 23, 2026 (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 2025-2026 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: May 7, 2026

CITY OF CLIVE, IOWA

By_____
Mayor

Attest:

By_____
City Clerk

Memo

TO: Mayor and Council members
FROM: Elizabeth Hansen, Director of Administrative Services
DATE: April 23, 2026
RE: Utility Rate Adjustments - FY 26-27

SYNOPSIS:
For your consideration is the 3rd and final reading of the ordinances pertaining to FY27 water, sewer, and stormwater utility rates. The increases would go into effect May 15, which is billed in June, and due in July.

The water utility ordinance reflects a 2% irrigation rate increase. The sewer utility ordinance has been prepared with a 4.5% increase. The stormwater rate ordinance has been prepared with a 3% increase.

The solid waste rate resolution reflects a 2.7% increase and has been prepared with a fixed rate increase from $16.36 to $16.80 per residential customer. The Metro Waste Authority determines this rate increase.

There has been no public comment received, either written or verbal, to date. Staff recommends approving the third consideration of the three ordinances and the solid waste rate resolution.

Attachments:
None

Memo

TO: Mayor and Council members
FROM: Elizabeth Hansen, Director of Administrative Services
DATE: April 23, 2026
RE: 3rd Consideration of Proposed Ordinance No. 1175 pertaining to Water Rates

SYNOPSIS:
For your consideration is the 3rd and final reading of the ordinance pertaining to the FY27 water utility rates. The increases would go into effect May 15, which is billed in June, and due in July.

As proposed in the FY 26/27 budget, the proposed ordinance amendment for the water enterprise fund makes a structural change to the City's water rate model, shifting from a fully usage-based system to a hybrid rate structure: Variable and Fixed.

The Variable Rate decreases from $8.91 to $7.00 per 1,000 gallons.

The Fixed Rates for Service are determined by the Meter Size:

Meter Size	**Monthly Water Availability Charge**
5/8" or 3/4"	$5.10 per month
1"	$8.50 per month
1-1/2"	$17.00 per month
2"	$27.20 per month
3"	$68.00 per month
4"	$136.00 per month
6"	$272.00 per month

The irrigations Meter Rate increases 2% per the tiered rate charts below:

Residential Customers:

1 - 10,000 gallons	$9.09 per 1,000 gallons
10,001 to 30,000 gallons	$10.46 per 1,000 gallons
30,001 + gallons	$13.63 per 1,000 gallons

Commercial Customers:

1 - 200,000 gallons	$10.83 per 1,000 gallons
200,001 + gallons	$29.74 per 1,000 gallons

There has been no public comment received, either written or verbal to date. Staff recommend approving the third consideration of the ordinance.

Attachments:
1. FY27 Water rate ordinance

ORDINANCE NO. 1177

AN ORDINANCE AMENDING THE CLIVE CITY CODE 2024, BY AMENDING PROVISIONS PERTAINING TO WATER RATES

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 8, Chapter 1, Article B (Water Rates) of the "Clive City Code 2024" unless otherwise specified.

SECTION 2. AMENDMENT. Section 8-1B-3 is hereby deleted in its entirety and the following new Section 8-1B-3 is inserted in lieu thereof:

8-1B-3: RATES FOR SERVICE (VARIABLE). Effective May 15, 2026, water service shall be furnished at the following rates within the city:

(Code of Iowa, Sec. 384.84)

1. General Rate: Except as otherwise provided herein, water use shall be billed at the following general rate: seven dollars and zero cents ($7.00) per one thousand (1,000) gallons used, prorated to the nearest 100 gallons, billed monthly.

2. Irrigation Meter Rate: For water use registered by an irrigation meter, for which no sewer service charge is made, the following rate applies and not the general rate:

   A. Residential Customers: Irrigation water use shall be billed at a rate of 1,000 gallons, prorated to the nearest 100 gallons, as specified in the following tiered rate chart:

1 – 10,000 gallons	$9.09
10,001 to 30,000 gallons	$10.46
30,001 + gallons	$13.63

   B. Commercial Customers: Irrigation water use shall be billed at a rate of 1,000 gallons, prorated to the nearest 100 gallons, as specified in the following tiered rate chart:

0-200,000 gallons	$10.83
200,001 + gallons	$29.74

SECTION 3. AMENDMENT. Section 8-1B-4 is hereby deleted in its entirety and the following new Section 8-1B-4 is inserted in lieu thereof:

8-1B-4: RATES FOR SERVICE (FIXED). Effective May 15, 2027, a water availability fee shall be charged to all customers connected to the municipal water system. The fee is a fixed monthly charge based on the size of the water meter serving the premises and is intended to recover costs associated with the availability, operation, maintenance, and capital improvement of the water system, regardless of actual water usage.

(Code of Iowa, Sec. 384.84)

1. Applicability: The water availability charge shall apply to all water service connections within the City, including but not limited to residential, commercial, industrial, institutional, and irrigation-only accounts.

2. Billing: The water availability charge shall be billed monthly and shall be in addition to all volumetric water usage charges and any other applicable fees or charges.

3. Meter Size Basis: The water availability fee shall be determined by the size of the water meter installed for the property and shall be assessed according to the following schedule:

Meter Size	Monthly Water Availability Charge
5/8" or 3/4"	$5.10
1"	$8.50
1 1/2"	$17.00
2"	$27.20
3"	$68.00
4"	$136.00
6"	$272.00

4. Multiple Meters: Properties served by more than one water meter shall be charged a separate water availability fee for each meter.

5. Vacant or Low Usage Properties: The water availability charge shall be charged for any property with an active water service connection, regardless of occupancy status or the volume of water used.

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 23rd day of April 2026.

_____	_____
Matthew D. Graham, City Clerk	John Edwards, Mayor

Ordinance No. 1175 authenticated this 23rd day of April 2026.

_____	_____
Matthew D. Graham, City Clerk	John Edwards, Mayor

Officially published on the _____ day of May 2026.

CERTIFIED BY:

_____
Matthew D. Graham, City Clerk

Memo

TO: Mayor and Council members
FROM: Elizabeth Hansen, Director of Administrative Services
DATE: April 23, 2026
RE: 3rd Consideration of Proposed Ordinance No. 1176 pertaining to Sewer Rates

SYNOPSIS:
For your consideration is the 3rd and final reading of the ordinances pertaining to the FY27 sewer utility rates. The increases would go into effect May 15, which is billed in June, and due in July.

The sewer utility ordinance has been prepared with a 4.5% increase.

There has been no public comment received, either written or verbal, to date. Staff recommend approving the third consideration of the ordinance.

Attachments:
1. FY27 Sewer rate ordinance

ORDINANCE NO. 1176

AN ORDINANCE AMENDING THE CLIVE CITY CODE, 2024, BY AMENDING PROVISIONS PERTAINING TO SANITARY SEWER SERVICE RATES AND CONNECTION CHARGES

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 8, Chapter 2, Article D, entitled Sanitary Sewer System-Service Rates and Connection Charges of the Clive City Code, 2024, unless otherwise specified.

SECTION 2. AMENDMENT. Section 8-2D-2-1 is hereby deleted in its entirety and the following new Section 8-2D-2-1 is inserted in lieu thereof:

8-2D-2: BASIC RATE:

1. Except as hereinafter noted, effective May 15, 2026, each customer whose property lies within the corporate limits of the city shall pay to the city, through its collection agent, the Clive Water Department, at the same time payment for city water service is made, the following charges:

   A. A flat sewer availability charge at the rate of nine dollars and forty-two cent ($9.42) per month, regardless of the amount of consumption by the customer; and

   B. A sewage consumption charge computed on water consumption at the rate of seven dollars and seventeen cents ($7.17) per one thousand (1,000) gallons of water used, prorated to the nearest 100 gallons, billed monthly.

SECTION 3. REPEALER. All parts of the "CLIVE CITY CODE, 2024" in conflict herewith are hereby repealed.

SECTION 4. SEVERABILITY CLAUSE. If any section, provision, sentence, clause, phrase, or part of this Ordinance shall be 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 ON THE 23RD DAY OF APRIL 2026.

Matthew D. Graham, City Clerk

John Edwards, Mayor

Ordinance No. 1176 authenticated this 23rd day of April 2026.

_____	_____
Matthew D. Graham, City Clerk	John Edwards, Mayor

Officially published on the _____ day of May 2026.

CERTIFIED BY:

_____
Matthew D. Graham, City Clerk

Memo

TO: Mayor and Council members
FROM: Elizabeth Hansen, Director of Administrative Services
DATE: April 23, 2026
RE: 3rd Consideration of Proposed Ordinance No. 1177 pertaining to Stormwater Rates

SYNOPSIS:
For your consideration is the 3rd and final reading of the ordinance pertaining to the FY27 stormwater utility rates. The increases would go into effect May 15, which is billed in June, and due in July.

The stormwater rate ordinance has been prepared with a 3% increase.

There has been no public comment received, either written or verbal, to date. Staff recommends approving the third consideration of the ordinance.

Attachments:
1. FY27 Stormwater rate ord

ORDINANCE NO. 1177

AN ORDINANCE AMENDING THE CLIVE CITY CODE 2024, BY REVISING PROVISIONS PERTAINING TO STORMWATER RATES

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 8, Chapter 4 (Stormwater Management System and Facilities) and Title 8, Chapter 4, Article A (Stormwater Service Charges) of the "Clive City Code 2024" unless otherwise specified.

SECTION 2. AMENDMENT. Section 8-4A-3(1) is hereby amended to read as follows:

1. Except as otherwise provided herein, each customer whose property lies within the corporate limits of the city shall pay to the city, through its collection agent, the Clive Water Department, at the same time payment for city water service is made, the following storm sewer availability charges associated with the customer's property:

   A. Undeveloped: A flat storm sewer availability charge at the rate of zero dollars ($0.00) per month; and

   B. Residential: A storm sewer availability charge shall be assessed according to the following schedule:

      1. Residential Tier 1 (0.5 ERU): 0 to 3,100 square feet of impervious area — $6.40 per month
      2. Residential Tier 2 (1.0 ERU): 3,101 to 5,100 square feet of impervious area — $12.77 per month
      3. Residential Tier 3 (1.5 ERU): 5,101 square feet or more of impervious area — $19.17 per month

   C. Commercial/Industrial: A storm sewer availability charge shall be assessed at the rate of $12.77 per ERU per month for fiscal year 2026-2027. The monthly rate for each fiscal year thereafter shall be established by ordinance of the city council prior to July 1 of each year.

SECTION 3. REPEALER. All parts of the "CLIVE CITY CODE 2024" in conflict herewith are hereby repealed.

SECTION 4. SEVERABILITY CLAUSE. If any section, provision, sentence, clause, phrase, or part of this Ordinance shall be 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 23rd day of April 2026.

_____	_____
Matthew D. Graham, City Clerk	John Edwards, Mayor

Ordinance No. 1177 authenticated this 23rd day of April 2026.

_____	_____
Matthew D. Graham, City Clerk	John Edwards, Mayor

Officially published on the _____ day of May 2026.

CERTIFIED BY:

_____
Matthew D. Graham, City Clerk

Memo

TO: Mayor and Council members
FROM: Elizabeth Hansen, Director of Administrative Services
DATE: April 23, 2026
RE: Resolution Approving Revised Solid Waste Rates

SYNOPSIS:
For your consideration is the resolution pertaining to the FY27 solid waste rates. The increases would go into effect May 15, which is billed in June, and is due in July.

The solid waste rate resolution reflects a 2.7% increase and has been prepared with a fixed rate increase from $16.36 to $16.80 per residential customer. The Metro Waste Authority determines this rate increase.

There has been no public comment received, either written or verbal, to date. Staff recommend approving the solid waste rate resolution.

Attachments:
1. 2027 Rates for Collection And Disposal Solid Waste

RESOLUTION NO._____

RESOLUTION APPROVING REVISED RATES FOR
COLLECTION AND DISPOSAL OF RESIDENTIAL SOLID WASTE

WHEREAS, the City has established rates for the collection and disposal of residential solid waste in accordance with Chapter 8-5A-10 of the 2024 Clive Code of Ordinances;

WHEREAS, the City Council now desires to revise the schedule of rates applicable to the collection and disposal of residential solid waste in the City of Clive, based on the terms of the Agreement, as amended.

Schedule of Rates for Collection and Disposal of
Residential Solid Waste

Curbside Collection $16.80

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

The schedule of rates for the collection and disposal of residential solid waste in the City of Clive, as set hereto, is hereby approved and shall be effective as of May 15, 2026, and that a copy of this resolution shall be kept on file in the office of the City Clerk and be open to inspection during regular business hours.

PASSED AND APPROVED THIS 23RD DAY OF APRIL 2026.

By: _____
John Edwards, Mayor

ATTEST:

_____
Matthew D. Graham, City Clerk

Memo

TO: Mayor and Council members
FROM: Ryan Mayer, Construction Services Administrator
DATE: April 23, 2026
RE: 3rd Consideration of Proposed Ordinance 1174 Amending Provisions Of Title 10 Building Regulations

SYNOPSIS:
No further comments or concerns have been brought forward with regards to amending the provisions of Title 10 Building Regulations. Staff recommends approval of the 3rd and final reading.
If there are any questions, please feel free to reach me at 515-223-6221 or rmayer@cityofclive.com.

Attachments:
1. Ordinance 1174 Building Codes
2. Exhibit A Combined Codes

ORDINANCE NO 1174

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 1 (Building Code), Chapter 2 (Electrical Code), Chapter 2A (Electrical Update Code) Chapter 3 (Plumbing Code), Chapter 4 (Energy Conservation Code), Chapter 5 (Mechanical Code), Chapter 6 (Fuel Gas Code), Chapter 7 (Existing Building Code), Chapter 8 (Fire Code) and Chapter 10 (Swimming Pools) of the "2024 Clive Code of Ordinances" unless otherwise specified.

SECTION 2. AMENDMENT. Title 10 Building Regulations, Chapters 1, 2, 2A, 3, 4, 5, 6, 7, 8 and 10 are hereby amended by striking Chapters 1, 2, 2A, 3, 4, 5, 6, 7, 8 and 10 in their entirety and inserting in lieu thereof the text of the following chapters attached hereto in Exhibit A and incorporated herein by this reference: Chapter 1 (Building Code), Chapter 2 (Electrical Code), Chapter 2A (Electrical Update Code) Chapter 3 (Plumbing Code), Chapter 4 (Energy Conservation Code), Chapter 5 (Mechanical Code), Chapter 6 (Fuel Gas Code), Chapter 7 (Existing Building Code), Chapter 8 (Fire Code) and Chapter 10 (Swimming Pools).

SECTION 3. REPEALER. All parts of the "CODE OF ORDINANCES OF THE CITY OF CLIVE, IOWA, 2024" in conflict herewith are hereby repealed.

SECTION 4. SEVERABILITY CLAUSE. If any section, provision, sentence, clause, phrase or part of this Ordinance shall be 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 _____, 2026.

_____ _____

Matthew Graham, City Clerk John Edwards, Mayor

Ordinance No. 1174 authenticated this _____ day of _____, 2026.

_____ _____

Matthew Graham, City Clerk John Edwards, Mayor

Officially published on the _____ day of _____, 2026

CERTIFIED BY:

_____

Matthew Graham, City Clerk

Exhibit A

Title 10 Building Regulations

Chapter 1 – Building Code

Chapter 2 – Electrical Code

Chapter 2A – Electrical Update Code

Chapter 3 – Plumbing Code

Chapter 4 – Energy Conservation Code

Chapter 5 – Mechanical Code

Chapter 6 – Fuel Gas Code

Chapter 7 – Existing Building Code

Chapter 8 – Fire Code

Chapter 10 – Swimming Pools

CHAPTER 1
BUILDING CODE

10-1-1: Short Title
10-1-2: Purpose
10-1-3: Warning
10-1-4: Interpretation
10-1-5: Adoption
10-1-6: Scope
10-1-7: Indemnification
10-1-8: Permit Requirements, Conditions, and Fees
10-1-9: Building Official
10-1-10: Inspections
10-1-11: Stop Work Order
10-1-12: Deletions
10-1-13: Amendments to Administration
10-1-14: Amendments to International Residential Code
10-1-15: Amendments to International Building Code
10-1-16: Conflicting Provisions
10-1-17: Site Maintenance
10-1-18: Street Protection
10-1-19: Violations
10-1-20: Appeals

10-1-1: SHORT TITLE: This chapter shall be known as the *CLIVE BUILDING CODE*, and may be cited as such and may also be known, referred to and cited as the "building code".

10-1-2: PURPOSE: It is the purpose of this chapter to require architects, builders, contractors, property owners, their agents, and others to meet their responsibilities with respect to proper construction, construction techniques, and premises safety, 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.

10-1-3: 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 premise 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.

10-1-4: INTERPRETATION: The foregoing statements of legislative intent shall govern and take precedence over any other language contained in this chapter or the International Building Code, 2024 edition, or International Residential Code, 2024 edition, adopted herein.

10-1-5: ADOPTION: Pursuant to published notice and public hearing, as required by law, the International Building Code, 2024 edition, and the International Residential Code along with Appendix BD and BO, 2024 edition, published by the International Code Council, Inc., are adopted in full except for such portions as may be hereinafter deleted, modified, or amended, and shall constitute the "building code of the city of Clive, Iowa", to regulate the erection, construction, enlargement, alteration, repair, moving, removal, demolition, conversion, occupancy, equipment, use, height, area,

and maintenance of buildings or structures in the city, and the same are, by this reference, incorporated herein as fully and completely as if set forth in full. The use of the term IBC in this chapter shall be interpreted to refer to the International Building Code, 2024 edition, and the use of the term IRC shall be interpreted to refer to the International Residential Code, 2024 edition. An official copy of the International Building Code, 2024 edition, and the International Residential Code, 2024 edition, as adopted, and a certified copy of this chapter can be viewed in the community development department.

10-1-6: SCOPE: The provisions of this building code shall apply to:

A. New Construction: The construction of new buildings.

1. Public or private installations as governed by the IBC and/or IRC.

B. Existing Buildings:

1. Additions to, alterations of, and repairs to existing buildings, if covered by this code. The Construction Services Administrator may, when such additions, alterations, or repairs are made, order other reasonable additions or alterations in a building, structure, or on a premises when a danger to life or property may result if such other additions or alterations were not made.

2. Installations, which were in compliance with the code in existence at the time such installations were made, shall be presumed to be safe and proper, which presumption can be rebutted by evidence that the installation may be dangerous to life or property.

3. If the classification of a building has been changed due to a change in occupancy, the entire building shall comply with all the building standards applicable to the new classification. If the occupancy of a building has been changed to a mixed occupancy, with the required fire separation between the mixed occupancy, each occupancy thereof shall comply with its own particular classification.

C. Conversion to Condominium or Multiple Housing Cooperative:

1. The conversion of any building or portion thereof to a horizontal property regime or to a multiple housing cooperative shall be treated as a change of occupancy classification for the building.

2. Any person or entity seeking to establish a horizontal property regime or multiple housing cooperative by establishing a horizontal property regime pursuant to Iowa Code 499B or by establishing a multiple housing cooperative pursuant to Iowa Code 499A shall establish and document compliance with the following. In addition to the following, the person or entity shall file and obtain approval from the community development department for the development application defined in subsection C3 of this section:

   a. That all materials, manner and means of construction in the proposed building meet current codes for new construction including current fire, building, plumbing, electrical, mechanical, energy conservation, and post construction stormwater management codes.

   b. That the building and site meet all requirements of the zoning ordinance that would be required for new construction.

c. That the building and site meet all requirements for handicapped accessibility that would be required for new construction.

d. That separates utility services, with separate metering, be provided to each unit that would be required for new construction.

3. At least sixty (60) days before a declaration or other instrument establishing a horizontal property regime pursuant to Iowa Code 499B or establishing a multiple housing cooperative pursuant to Iowa Code 499A ("declaration") is to be recorded in the office of the county recorder, any person or entity shall file a development application for approval with the community development department. In addition to the development application, the applicant shall file the following:

a. A site plan, building plans, and code analysis demonstrating compliance with the provisions addressed above.

b. A copy of the declaration or other instrument consistent with Iowa Code 499A or 499B.

4. The declaration shall not be recorded unless a certificate of occupancy for the proposed building has been issued by the city.

10-1-7: INDEMNIFICATION: The applicant for any permit under this code, 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 permit or the doing of anything there under, or the failure of such applicant, or the agents, employees or servants of such applicant, to abide by or comply with any of the provisions of this code 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 permit issued under this code whether expressly recited therein or not.

10-1-8: PERMIT REQUIREMENTS, CONDITIONS, AND FEES:

A. Required: Any owner or authorized agent who intends to repair, add to, alter, relocate, demolish, or change the occupancy of a building or to repair, install, add, alter, remove, convert, or replace any electrical, gas, mechanical, or plumbing system, the installation of which is regulated by this code, or to cause any such work to be done, shall not do so without first securing a permit from the community development department.

B. Issuance: After proper application on forms provided by the community development department, permits shall be issued in the name of the property owner or of a firm or corporation registered with the Iowa Department of Inspections, Appeals and Licensing, according to their rules and standards. The property owner or authorized representative of the firm or corporation named on the registration shall sign all applications for permits. Permits are not transferable unless a new application is provided and signed by the new applicant. No permits shall be issued to any person, firm, or corporation who has fees outstanding or who has outstanding violations of any ordinance of the city.

C. Fees: There shall be a fee paid for the issuance of permits. Permit fees, fees for other inspections, temporary certificate of occupancy application fees, temporary CO extension fees, work without a permit fees and permit reissuance fees shall be set forth in a fee schedule established and approved from time to time by the city council. Fees on all buildings or structures constructed by any unit of the government or nonprofit organization may be waived by the city council. No fees shall be collected on buildings or structures constructed by or for the city.

D. Expiration:

1. Every permit issued under the provisions of this code shall expire by limitation and become null and void if the work authorized by such permit is not commenced within ninety (90) days from the date of issuance of such permit, or if the work authorized by such permit is suspended or abandoned at any time after the work is commenced for a period of sixty (60) days. Expired permits are subject to permit re-issuance fees as set forth in the adopted fee schedule.

2. All permits shall expire after three hundred sixty-five (365) days unless an extension is requested in writing to the Construction Services Administrator fourteen (14) days prior to expiration of said permit. The Construction Services Administrator may refuse any extension but shall do so in writing within seven (7) days of receipt of the extension request. Expired permits are subject to permit re-issuance fees as set forth in the adopted fee schedule.

3. In addition, any time work is suspended or abandoned for more than ten (10) days, the permit shall expire due to neglect if the site is not properly secured, including:

   a. Removal of all construction debris, materials, weeds, etc., that makes the area unsightly and creates a public nuisance.

   b. A fence to protect any excavation, including open basement foundations, in order to prevent the creation of an attractive nuisance in the neighborhood.

   c. Ground cover, silt fencing, etc., shall be provided to help prevent erosion and damage to surrounding properties. Consideration may be given to proximity of the construction site, as described in chapter 11 of this title.

E. Revocation: Any permit required by the provisions of this code may be summarily revoked by the Construction Services Administrator upon the violation of any provision of this code.

F. Outstanding Permits: If a permit is outstanding on the effective date hereof, the provisions of this chapter, the International Building Code, 2024 edition, and the International Residential Building Code, 2024 edition, adopted hereby, shall apply to the work authorized by such permit, except to the extent that the Construction Services Administrator shall determine that the application of such provisions to said work would be unreasonable. The burden shall be upon the holder of such permit to show the unreasonableness of such provisions.

G. Work Without Permit: If any repairs, additions, alterations, or demolitions to any building or portions of any building or any electrical, gas, mechanical, or plumbing system, the installation of which is regulated by this code, the work having been completed without first obtaining a permit, the owner shall have the responsibility to certify that the work has been completed in accordance with the applicable codes. The Construction Services Administrator shall determine the appropriate level of special inspection necessary to ensure that the work was completed in accordance with the applicable codes. Special inspections shall be performed by an approved inspector who is qualified and/or licensed to inspect work similar to that which is being

performed. Work without a permit, other than minor work initiated for plan execution, will be subject to fees as set forth in the adopted fee schedule.

10-1-9: 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 his/her 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.

10-1-10: INSPECTION: Except as otherwise provided in this code, no person shall cover or conceal or cause to be covered or concealed any new construction, electrical, plumbing or mechanical systems or apparatus for which a permit has been issued, until such new construction, electrical, plumbing or mechanical systems or apparatus have been inspected and approved as required by this code. The Construction Services Administrator shall have authority to remove or cause the removal of any obstructions which may prevent the proper inspection of new construction, electrical, plumbing or mechanical systems or apparatus. Upon the completion of the new construction, electrical, plumbing or mechanical systems or apparatus in any building, it shall be the duty of the company, firm or individual doing the same to notify the Construction Services Administrator, who shall inspect the same on receipt of such notice for conformance to the provisions of this code. Certificates of occupancy shall not be issued unless the new construction, electrical, plumbing or mechanical systems or apparatus are in conformity with the rules and regulations set forth in this code.

10-1-11: STOP WORK ORDER:

Authority: Whenever the Construction Services Administrator finds any work regulated by this code being performed in a manner either contrary to the provisions of this code or dangerous or unsafe, the Construction Services Administrator shall be authorized to issue a stop work order.

Issuance: The stop work order shall be in writing and shall state the reason for the order and the conditions under which the work will be permitted to resume. The stop work order shall be given to the owner of the property involved, or to the owner's agent, or to the person doing the work. Upon issuance of a stop work order, all work shall immediately cease. All other persons shall vacate the job site immediately or be subject to penalties as prescribed by law.

Unlawful Continuance: Upon issuance of a stop work order, all work shall immediately cease and all persons shall vacate the job site immediately. Any work on the premise shall be limited to the removal or correction of the violation or unsafe condition.

10-1-12: DELETIONS

The following are deleted from the IBC and IRC and are of no force or effect in this chapter:

A. IBC Sections:

101.4	Referenced Codes
103.3	Deputies
104.2.4.1	Flood Hazard Areas
104.5	Identification
105.1.1	Annual Permit
105.1.2	Annual Permit Records
105.2	Work Exempt From Permit Under Building Subsection, Item numbers 1, 2, 9, and 10
105.3.2	Time Limitation of Application
105.5	Expiration
105.7	Placement of Permit
110.3.6	Lath, Gypsum Board and Gypsum Panel Product Inspection
111.2	Certificate Issued Item number 10, 11
Delete	Chp 13 Energy Efficiency
Delete	Chp 28 Mechanical Systems
Delete	Chp 29 Plumbing Systems

B. IRC Sections:

R103.3	Deputies
R104.5	Identification
R105.2	Work Exempt from Permit Under Building Subsection, Item numbers 1, 2, 7, and 10
R105.3	Application for Permit Item number 5
R105.3.2	Time Limit of Application
R105.5	Expiration

R105.7	Placement of Permit
R110.2	Certificate Issued Item number 8
Delete	Chp 11 Energy Efficiency
Delete	Chp 24 Fuel Gas
Delete	Chp 25- Chp 33 Plumbing
Delete	Chp 34-43 Electrical

10-1-13: AMENDMENTS TO ADMINISTRATION: The paragraphs in this section represent amendments to the requirements contained in the IBC and IRC. Those section numbers preceded by "R" represent sections contained in the IRC; those section numbers without an "R" represent sections contained in the IBC.

Sections 103.1, R103.1 Creation of Enforcement Agency: Delete section and add the following in lieu thereof:

The code enforcement agency created to enforce the provisions of this chapter shall be known and referred to as the community development department. For purposes of this chapter, the department of building safety shall also be known and referred to as the community development department. The building official in charge thereof shall be known as the Construction Services Administrator.

Sections 103.2, R103.2 Appointment: Delete section and add the following in lieu thereof:

The Construction Services Administrator shall be appointed by the Community Development Director.

Section 105.2 Work Exempt from Permit, Under Building Subsection: Delete item number 6 and add the following in lieu thereof:

Private sidewalks and driveways

Section R105.2 Work Exempt from Permit, Under Building Subsection: Delete item number 5 and add the following in lieu thereof:

Private sidewalks and driveways.

Sections 111.2, R110.2: Add the following new to form sections 111.2.1 and R110.2.1 Certificate Issued:

On all permitted construction or activity, the site improvements, including, but not limited to, sidewalks, driveways and approaches, seeding, sod, trees, screening of rooftop mechanical units, and any other site plan requirements are to be installed before a final certificate of occupancy is issued.

Sections 111.3, R110.3 Temporary Occupancy: Add the following sentence after the second sentence:

Prior to the issuance of a temporary occupancy certificate, the permit holder shall file a temporary occupancy permit application on forms provided by the Community Development Department. If the temporary occupancy permit application is accepted, a temporary occupancy certificate may be issued subject to the execution of an agreement to complete and security bond. A permanent certificate of occupancy will be issued upon completion of all outstanding improvements listed within the agreement to complete.

Sections 113.1, R112.1 add the following new subsections:

113.1.1 and R112.1.1 Granting of Hearing: Any person affected by a decision of the Construction Services Administrator may request, and shall be granted a hearing on the decision, as described in title 2, chapter 2 of this code of ordinances.

Section 114.4, R113.4 Violation Penalties: Delete section and insert the following in lieu thereof:

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 the city code of ordinances. Each day that a violation occurs shall constitute a separate offense. In the event that 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.

10-1-14: AMENDMENTS TO INTERNATIONAL RESIDENTIAL CODE

Table R301.2 Climatic and Geographic Design Criteria: Insert the following table:

Ground Snow Load 33psf for IRC IBC use ASCE 7	Wind Design		Seismic Design Category	Subject to Damage From			Winter Design Temp.	Ice Barrier Underlayment required	Flood Hazard	Air Freezing Index	Mean Annual Temp.
	Speed (IBC use ASCE 7)	Topographic effects		Weathering	Frost Line Depth	Termite		Ice Barrier Required.	NFIP Adoption		
33 psf	110 (49)	No	A	Severe	42”	Mode rate	-5°F	YES	Feb 2019	1833	48.6 °F

Section R302.1 Exterior walls: Delete all exceptions and insert the following in lieu thereof:

Accessory buildings 75 square feet or less do not require a fire rating when placed adjacent to the principal dwelling or another accessory building. Accessory buildings larger than 75 square feet which are located less than 5’ from a principal dwelling or another accessory building larger than 75 square feet are required to have 5/8” type X gypsum board installed throughout the accessory building. This includes all walls and ceilings. All accessory building setbacks from property lines shall follow table R302.1(1) and R302.1(2). If a wall rating is required, the entire walls and ceiling of the accessory building shall be protected with 5/8” type X gypsum board.

Table R302.6 Dwelling/Garage Separation: Delete the table and insert the table below:

Separation	Material
From the residence & attics	5/8- inch type X gypsum board or equivalent - applied to the garage side
From all habitable rooms above the garage and structure(s) supporting floor/ceiling assemblies used for separation required by this section	5/8-inch type X gypsum board or equivalent applied throughout garage
Accessory buildings larger than 75 square feet, including garages, located less than 5' from a dwelling unit or another accessory building greater than 75 square feet on the same lot	5/8-inch type X gypsum board or equivalent applied throughout the interior (walls and ceiling)

Section R302.13 Fire Protection of Floors: Delete section R302.13, exception #4 and insert in lieu thereof the following new exception:

4. Approved floor assemblies demonstrating equivalent fire performance by an approved testing company showing length and time duration for exposure to fire. It shall be defined by performance equivalent to 26 minutes using ASTM E119 standard fire endurance testing with a superimposed load simulating a maximum load condition (i.e. 100% design load).

Section R306.1 Flood Resistant Construction: Add the following exception:

Buildings and structures constructed in whole or in part in flood hazard areas and substantial improvements and restoration of substantial damage of buildings and structures in flood hazard areas shall also be regulated in accordance with chapter 11 of the zoning ordinance.

Section R306.1.3 Flood-Resistant Construction: Add the following sub-sections:

Section R306.1.3.1 Foundation Protection. Fill Materials Used to Elevate Buildings Within the Regulatory Floodplain: All proposed fill materials used for elevating and backfilling new buildings and additions within the regulatory floodplain shall:

1. Be designed by a registered design professional in accordance with section 1803 (Geotechnical Investigations) and section 1804.5 (Grading and Fill in Flood Hazard Areas) of the 2024 International Building Code or ASCE 24 or equivalent.
2. Be designed for protection against erosion and scour.
3. Be inspected and tested by a qualified geotechnical material testing agency.

Section R306.1.3.2 Foundation Protection. Local Drainage: Foundation drainage within the regulatory floodplain shall be done in accordance with section R401.3 Drainage.

Section R306.1.3.3 Minimum Protection Elevation: When an engineer has designed a minimum protection elevation for a given lot within or not within a flood hazard area, the lowest building opening(s) shall be placed above this elevation. An elevation survey shall be completed by the owner/builder of said lot and the asbuilt drawing shall be submitted to the city for review and for record keeping purposes.

Exception: Basement window openings may be placed below the minimum protection elevation, provided that a waterproof, concrete window well is installed to an elevation which meets or exceeds the prescribed minimum protection elevation. The concrete window well shall have standard building footings for support and shall match the foundation wall for thickness and design. The window well shall be poured with the basement wall to create a seamless transition and the outside surface of the window well shall be waterproofed to the same extent as the foundation walls.

Section R309.1 Townhouse Automatic Fire Sprinkler Systems: Delete section R309.1 and insert in lieu thereof the following new section:

R309.1 Townhouse Automatic Fire Sprinkler System: An automatic residential fire sprinkler system shall be installed in townhouses.

Exceptions:

1. Townhouse structures that contain eight (8) or less dwelling units.

2. Townhouse structures less than eighteen thousand (18,000) square feet of floor space. The calculation of square footage is inclusive of any attached garages and exclusive of any unenclosed spaces.

Section R309.2 One- and Two-Family Dwellings Automatic Fire Systems: Delete sections R309.2 and insert in lieu thereof the following new section:

R309.2 One and Two Family Dwellings Automatic Fire Sprinkler Systems: An automatic residential fire sprinkler system shall be installed in one- and two-family dwellings.

Exception:

One- and two-family dwellings containing less than eight thousand (8,000) square feet of floor space. The calculation of square footage is inclusive of attached garages and exclusive of any unenclosed areas.

Section R310.3: Smoke Alarm Location: Add the following:

2. Immediate vicinity shall mean the following distances from the alarm to the bedroom door.

- (25') twenty-five feet for alarms with primary power from building wiring

- (10') ten feet for battery operated alarms

7. In theater rooms, exercise rooms and mechanical rooms. Mechanical closets less than (16) sixteen square feet are exempt from the requirement of having a smoke alarm within the closet if another smoke detector is located within the immediate vicinity of the closet door as determined above.

Section R311.3 Carbon Monoxide Alarm Location: Add the following language:

Immediate vicinity shall mean the following distances from the alarm to the bedroom door.

- (25') twenty-five feet for alarms with primary power from building wiring or per manufacturer recommendations, whichever is less.

- (10') ten feet for battery operated alarms or per manufacturer recommendations, whichever is less.

Section R311.5 Carbon Monoxide Alarm Interconnectivity: Delete the exception.

Section R318.3 Floors and Landings at Exterior Doors: Add the following sub-section:

Section R318.3.4 Frost Protection of Landings: Exterior landings at doors shall be provided with frost protection per table 301.2.

Section R318.3.2 Floor Elevations at Other Exterior Doors: Delete the exception and insert in lieu thereof the following new exception:

A top landing is not required where a stairway of not more than four risers is located on the exterior side of a door, provided the door does not swing over the stairway.

Section R318.7.5.1 Risers: Add the following exception:

3. The dimension of the top and bottom riser of a stair may vary up to 1-inch (25.4mm) from the stairway riser dimension. In no case shall the riser height exceed the maximum height of $7^{3}/_{4}$ inches.

Section R319.1 Emergency Escape and Rescue Opening Required: Delete the words "habitable attics" from the first sentence and replace it with "habitable stories above and below grade".

Section R319.1 Emergency Escape and Rescue Opening Required: Add the following exception:

5. Habitable stories below the base flood elevation within flood hazard areas as determined by the city's floodplain manager.

Section R319.2.1 Minimum Size: Add the following subsection:

Section R319.2.1.1 Removals: Removal of a window sash to gain a larger clear opening size is not permitted.

Section R319.2.3 Maximum Height from Floor: Add the following exception:

A landing may be provided to meet the maximum sill height of forty-four (44) inches above the floor or landing provided. The landing shall be not less than thirty-six (36) inches wide, not less than twelve (12) inches out from the exterior wall, and not more than twenty-four (24) inches in height. The landing shall be permanently affixed to the floor below or the wall under the window it serves.

Section R319.4.3 Drainage: Add the following subsection:

Section R319.4.3.1 Sump Pump or Other: All area wells shall be designed for proper drainage by connecting to the perimeter foundation drainage system or another approved alternate means. The drainage system shall connect to a sump pit that contains a pump that will discharge the drainage to a storm sewer. Storm water shall not discharge into the sanitary sewer system. Alternate discharge may be approved if a storm sewer service has not been provided to the property.

Section R319.5 Replacement Windows for Emergency Escape and Rescue Openings: Delete this section and insert the following language:

Where replacement windows are required to provide emergency escape and rescue openings, these replacement windows shall meet all the following conditions:

1. The window shall provide a minimum net clear opening of 4 square feet with a minimum net clear opening height of 24 inches and a minimum net clear opening width of 20 inches. Removal of a window sash or sashes shall not be allowed to establish the net clear opening size.
2. The window shall provide a minimum glass area of 5.7 square feet or 5.0 square feet for grade floor emergency escape and rescue openings.
3. The replacement window shall provide for an equal or greater window opening area than the existing window.
4. The bottom of the clear opening of the replacement window shall not be greater than 44 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.

Section R319.6 Dwelling Additions: Delete exception #3.

Section 319.7 Alterations or Repairs of Existing Basements: Delete this section and replace with the following language.

New sleeping rooms and new habitable stories below grade, that are newly created in an existing basement, shall be provided with emergency escape and rescue openings in accordance with section R319.1. If the sleeping rooms or other habitable spaces contain existing windows in compliance with R319.7.1 of this code, the existing windows shall be considered compliant.

Section R319.7.1 Existing Emergency Escape and Rescue Openings. Delete this section and insert the following language:

Where a change of occupancy would require an emergency escape and rescue opening at locations identified within the International Residential Code, existing operable windows serving as the emergency escape and rescue opening shall meet all the following conditions:

1. The window shall provide a minimum net clear opening of 4 square feet with a minimum net clear opening height of 24 inches and a minimum net clear opening width of 20 inches. Removal of a window sash or sashes shall not be allowed to establish the net clear opening size.
2. The window shall provide a minimum glass area of 5.7 square feet or 5.0 square feet for grade floor emergency escape and rescue openings.
3. The bottom of the clear opening of the existing window shall not be greater than 44 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.

Section R320.5 Continuity: Add the following exception:

3. Handrails within a dwelling unit or serving a dwelling unit shall be permitted to be interrupted in a straight stair. The rail may terminate into a wall, ledge or newel post. The extension of rail after the termination shall immediately continue.

Section R325.2 Bathrooms: Delete section R325.2 and insert in lieu thereof the following new section:

R325.2 Bathrooms. Bathrooms, water closet compartments and similar rooms shall be provided with natural or artificial light and be provided with a mechanical ventilation system. The minimum ventilation rates shall be 50 cubic feet per minute (24 L/s) for intermittent ventilation or 20 cubic feet per minute (10 L/s) for continuous ventilation. Ventilation air from the space shall be exhausted directly to the outside.

Add section R401.5 Asbuilt Foundation Survey: Any foundation, which supports roof loads, that is closer than one (1) foot from a required setback line or easement line, shall be surveyed in place. An asbuilt drawing shall be submitted to the city for review and for record keeping purposes.

Section R403.1.1 Minimum Size: Amend this section by adding the new paragraph and table below.

Assuming 2000 psf is required for the footing, the following adjusted footing dimensions and reinforcement may be used for the soil conditions specified in the table below, unless specific engineering problems exist. The dimensions specified in this table are typically accepted dimensions for conventionally designed single family dwelling structures of one or two stories in height, intended to be constructed on undisturbed, non-expansive soils.

Soil Bearing Pressure	**Conventional Footing and Reinforcement**
2000 psf	8”x16” with two #4 reinforcement bars
1850 psf	9”x20” with two #4 reinforcement bars
1500 psf	10”x20” with two #5 reinforcement bars
1250 psf	11”x28” with three #5 reinforcement bars
1000 psf	12”x32” with three #5 reinforcement bars

Section R403.1.4.1 Frost Protection: Delete Exceptions 1 and 2 and insert the following in lieu thereof:

1. Protection of freestanding accessory buildings with an area of 400 square feet and under of light-framed construction and with an eave height of 10 feet or less shall not be required to have frost footings. A means of hold down on a minimum of 4 corners shall be provided.

2. Protection of freestanding accessory buildings with an area of 400 square feet and under of other than light-framed construction and with an eave height of 10 feet or less shall have reinforced 12 inch by 12 inch thickened edge footings below a 4 inch concrete slab. All vegetation and/or debris shall be removed and the area under the slab shall be provided with a minimum of 3 inches of compacted aggregate backfill.

3. Protection of freestanding accessory buildings with an area of 401 to 600 square feet of light-framed construction and with an eave height of 10 feet or less shall have reinforced 12 inch by 12 inch thickened edge footing below a 4 inch concrete slab. All vegetation and/or debris

shall be removed and the area under the slab shall be provided with a minimum of 3 inches of compacted aggregate backfill.

4. Protection of freestanding accessory buildings over 600 square feet shall meet the requirement of Table 301.2.

5. Decks not supported by a dwelling or accessed from a dwelling need not be provided with footings that extend below the frost line.

Section R404.1.3.2 Reinforcement for foundation walls: Add the following subsection:

Section R404.1.3.2.3 Cast-In-Place Concrete Foundation Walls (8'-10' Walls)

Cast-in-place concrete foundation walls shall be of concrete having a minimum compressive strength of three thousand pounds (3,000) per square inch at 28 days. All materials, proportioning, and placing shall conform to the requirements of chapter 19 of the IBC. In addition:

1. The minimum thickness of the wall shall be eight (8) inches.
2. The reinforcing steel shall be a minimum of ASTM grade 40.
3. Minimum reinforcement for 8 foot tall walls is three horizontal #4 bars, located at 1 foot, 4 foot, and 7 foot from the bottom of the wall. Vertical bars shall be #4 bars placed every 4 foot on center.
4. Minimum reinforcement for over 8 foot up to 10 foot tall walls is five horizontal #4 bars, located 24 inches on center and vertical reinforcement shall be #4 bars spaced at 20 inches on center or #5 bars spaced at 30 inches on center.
5. All wall reinforcement shall be located in the area from the center of the wall towards the inner face of the wall, with the minimum clearance being two inches from the inner face of the wall.
6. All reinforcement bar splices shall be lapped a minimum twenty (20) times the bar diameter.
7. Bars shall bend around corners, and the minimum bend radius is six (6) times the diameter of the bar.
8. Reinforcement around window and door openings shall comply with the requirements IBC Chapter 19.
9. Foundation drainage shall be provided. 12 inches of granular fill shall extend above the drainage pipe.
10. The wood sole plate shall be anchored to the top of the wall with a minimum of $^{1}/_{2}$ inch anchor bolts spaced a maximum of six feet on center. When the floor joists are parallel to the wall, solid blocking between the rim joist and the adjoining joist shall be provided, spaced at a maximum of six feet on center. Approved anchors shall be provided, spaced a maximum of six (6) feet on center. Anchor bolts, solid blocking, and anchors shall be placed in close proximity to each other.

Section R405.2.3 Drainage System: Delete the last sentence and insert the following in lieu thereof:

The sump pump shall discharge to the provided storm sewer service line provided at the right of way or within an easement. Storm water shall not discharge into the sanitary sewer system. Alternate discharge may be approved if a storm sewer service has not been provided to the property.

Section M1502.4.2 Dryer Duct Installation: Delete this section and insert the following in lieu thereof:

Exhaust ducts shall be supported at intervals not to exceed four (4) feet, and shall be secured in place. The insert end of the duct shall extend into the adjoining duct or fitting in the direction of airflow. Exhaust duct joints shall be sealed in accordance with section M1601.4.1 and shall be mechanically fastened. Ducts shall not be joined with screws or similar fasteners. Where dryer exhaust ducts are enclosed in a wall or ceiling cavities, such cavities shall be of sufficient size to allow the installation of the duct, without changing the configuration of the duct.

Section M1601.3 Duct Insulation Materials: Add the following:

5. The use of air-inflated/encapsulated duct wrap to achieve required R-values shall be prohibited.

Section M1601.4 Installations: Add the following subsection:

Section M1601.4.11 Air Plenum and Duct Separation: Air plenums and ducts located in the floor and wall cavities shall be separated from unconditioned spaces by construction with sufficient insulation to meet energy code requirements. The areas include but are not limited to exterior walls, cantilevered floors, and floors above garages.

Section M1602.2 Return Air Openings: Add the following

11. Return air openings shall be located at least 18 inches from supply air openings and air throw directed away from return air openings to reduce short cycling of air. Exception: Factory-made concentric duct terminations.

12. One return air opening per floor is required on a central duct return system per ACCA Manual D, Appendix 8, and return air transfer openings are required on all bedrooms when dedicated return air openings are not used.

Section P2904 Dwelling Unit Fire Sprinkler Systems: Adopt this section in full as a supplement to NFPA 13D. All sprinkler systems shall be installed per the Fire Departments requirements and adoptions.

Appendix BD and BO of the IRC: Home Day Care Occupancy and Existing Buildings is hereby adopted in full.

10-1-15: AMENDMENTS TO INTERNATIONAL BUILDING CODE

Section 308.5.4 Five or Fewer Persons Receiving Care in a Dwelling Unit: Delete section 308.5.4 and insert in lieu thereof the following new section and exceptions:

Section 308.5.4 Eight or Fewer Persons Receiving Care in a Dwelling Unit: A facility such as the above within a dwelling unit and having eight or fewer persons receiving custodial care shall be classified as a Group R-3 occupancy and are permitted to comply with the International Residential Code provided an automatic sprinkler system is installed in accordance with chapter 9 of this code or the chapter containing Dwelling Unit Automatic Sprinkler Systems of the International Residential Code.

Exception 1: Day care facilities that provide custodial care for 16 or fewer persons for less than 24-hours per day in a single family dwelling, and where registered with the State of Iowa Department of Human Services as child development homes on or before January 1, 2017, are permitted to comply with the International Residential Code without the installation of an automatic fire sprinkler system.

Exception 2: Facilities with a Home and Community-Based Waiver approved by the federal government and implemented under the medical assistance program shall not be required to install an automatic sprinkler system within the dwelling.

Section 310.4.1 Care Facilities within a Dwelling: Delete section 310.4.1 and insert in lieu thereof the following new section and exceptions:

Section 310.4.1 Care Facilities within a Dwelling: A facility such as the above within a dwelling unit and having eight or fewer persons receiving custodial care shall be classified as a Group R-3 occupancy and are permitted to comply with the International Residential Code provided an automatic sprinkler system is installed in accordance with chapter 9 of this code or the chapter containing Dwelling Unit Automatic Sprinkler Systems of the International Residential Code.

Exception 1: Day care facilities that provide custodial care for 16 or fewer persons for less than 24-hours per day in a single family dwelling, and where registered with the State of Iowa Department of Human Services as child development homes on or before January 1, 2017, are permitted to comply with the International Residential Code without the installation of an automatic fire sprinkler system.

Exception 2: Facilities with a Home and Community-Based Waiver approved by the federal government and implemented under the medical assistance program shall not be required to install an automatic sprinkler system within the dwelling.

Section 406.3.2.1 Dwelling Unit/Garage Separation: Insert 5/8 inch Type X gypsum board at all locations listed as ½ inch.

Section 423.5 Group E Occupancies: Delete this section including the subsections and replace with the following section and subsections.

Section 423.5 Group E Occupancies: In areas where the shelter design wind speed for tornadoes is 250 mph in accordance with Figure 304.2 (1) of ICC 500, all group E occupancies with a program occupant load of 50 or more shall have a storm shelter constructed in accordance with chapters 1 through 5 and 8 of ICC 500.

The installation of portable buildings for utilization on the campus or site for educational purposes is considered new construction and classified as group E occupancies.

Exceptions:

1. Group E day care facilities
2. Group E occupancies accessory to place of religious worship
3. Buildings meeting the requirements for shelter design in ICC 500
4. Accessory structures to existing group E sites where the occupancy classification of said structures are classified as Groups A-5 and U.

Section 423.5.1 Design Occupant Capacity: The required design occupant capacity of the storm shelter shall include all buildings classified as a group E occupancy on the campus or site (whichever is larger) and shall be the greater of the following:

1. The total occupant load of the classrooms, vocational rooms and offices in the group E occupancy.

2. The occupant load of any indoor assembly space that is associated with the group E occupancy.

Exceptions:

1. Where a new building is being added on an existing group E site, and where the new building is not of sufficient size to accommodate the required occupant capacity of the storm shelter for all of the buildings on site, the storm shelter shall at a minimum accommodate the required design capacity for the new building.
2. Where approved by the code official, the required occupant capacity of the shelter shall be permitted to be reduced by the occupant capacity of any existing storm shelters on the campus or site.

Section 423.5.2 Location: Storm shelters shall be located within the buildings they serve, or shall be located where the maximum distance of travel from not fewer than one exterior door of each building to a door of the shelter serving the building does not exceed 1,000 feet.

Section 502.1 Address Identification: Delete this section and add this section in lieu thereof.

Section 502.1 Address Identification: New and existing buildings shall have approved address numbers, building numbers or approved building identification placed in a position that is plainly legible and visible from the street or road fronting the property. These numbers shall contrast with their background. Where required by the fire code official, address numbers shall be provided in greater dimension or additional approved locations to facilitate emergency response. Address numbers shall be Arabic numbers or alphabetical letters. Numbers and letters shall be a minimum height and a minimum stroke width as dictated by table 502.1. Where access is by means of a private road and the building cannot be viewed from the public way, a monument, pole or other sign or means shall be used to identify the structure. Address numbers shall be maintained.

Table 502.1 Minimum Height and Stroke Width^,^^

Distance from the centerline of the public way (feet)	Minimum Height (inches)	Minimum Stroke Width (inches)
Less than 100	4	1/2
100-199	6	3/4
200-299	8	1
For each additional 100	Increase 2”	Increase ½”

^ Exterior suite identification, minimum height shall be 4 inches and stroke width shall be ½ inch.

^^Interior suite identification, minimum height shall be 2 inches and stroke width shall be 1/4 inch.

Section 508.5 Live/Work Units: Delete the exception and replace with the following two exceptions.

1. Dwelling or sleeping units that include an office that is less than 10 percent of the area of the dwelling unit are permitted to be classified as dwelling units with accessory occupancies in accordance with section 508.2.

2. Detached one and two family dwellings and townhomes that include an office that is less than 20 percent of the area of the dwelling unit and constructed in accordance with the International Residential Code are not required to comply with sections 508.5 through 508.5.11.

Section 508.5.1 Limitations: Delete number 3 of this section and replace with the following.

3. The nonresidential area function shall be limited to floors of the live/work unit with exit at the 1st story or a basement walkout of the live/work unit.

Section 508.5.2 Occupancies: Add the following additional exception.

2. Live/work units located within detached one and two family dwellings and townhouses may be constructed in accordance with the International Residential Code.

Chapter 9 Fire Protection and Life Safety Systems: Chapter 9 Fire Protection and Life Safety Systems shall be required and installed in accordance with the city of Clive Fire Code.

Section 1008.3 (1) Illumination Required By An Emergency Electrical System: Add the following subsections 1.4.

1.4. Rooms or spaces greater than 400 sq. ft.

Section 1008.3 (3) Illumination Required By An Emergency Electrical System: Delete 3.5 and replace with the following:

3.5. Restrooms containing more than one water closet/urinal or that are accessible.

Section 1009.2 Continuity and Components: Add the following language after the first sentence.

Components of exterior walking surfaces shall be concrete, asphalt, or other approved hard surface.

Section 1010.1.5 Landings at Doors: Add the following sub-sections:

Section 1010.1.5.1 Frost Protection of Landings: Exterior landings at doors shall be provided with frost protection.

Section 1013.1 Where Required: Add the following subsection:

Section 1013.1.1 Additional Exit Signs: Additional exit signs may be required at the discretion of the building official to clarify an exit or exit access.

Section 1014.5 Continuity: Add the following exception.

6. Handrails within a dwelling unit or serving an individual dwelling unit of groups R-2 and R-3 shall be permitted to be interrupted in a straight stair when the rail terminates into a wall or ledge and is offset and immediately continues.

Section 1028.5 Access to Public Way: Add the following subsection.

Section 1028.5.1 Exterior Walking Surfaces: Components of exterior walking surfaces shall be concrete, asphalt, or other approved hard surfaces.

Section 1031.3.3 Maximum Height from Floor: Add the following exception.

A landing may be provided to meet the maximum sill height of forty-four (44) inches above the floor or landing provided. The landing shall be not less than thirty-six (36) inches wide, not less than twelve (12) inches out from the exterior wall, and not more than twenty-four (24) inches in height. The landing shall be permanently affixed to the floor below or the wall under the window it serves.

Section 1031.5 Area Wells: Add the following subsection:

1031.5.3 Drainage: All window wells shall be designed for proper drainage by connecting to the perimeter foundation drainage system or another approved alternate means. The drainage system shall connect to a sump pit that contains a pump that will discharge the drainage to a storm sewer. Storm water shall not discharge into the sanitary sewer system. Alternate discharge may be approved if a storm sewer service has not been provided to the property.

Section 1612.1 General: Delete this section and insert the following in lieu thereof:

Section 1612.1 General: Buildings and structures constructed in whole or in part within flood hazard areas and substantial improvements and restoration of substantial damage of buildings and structures in flood hazard areas shall also be regulated in accordance with chapter 11 of the Clive Zoning Ordinance.

Section 1612.2 Design and Construction: Add the following sub-sections:

Section 1612.2.1 Foundation Protection. Fill Materials Used to Elevate Buildings Within the Regulatory Floodplain: All proposed fill materials used for elevating and backfilling new buildings and additions within the regulatory floodplain shall:

1. Be designed by a registered design professional in accordance with section 1803 (Geotechnical Investigations) and section 1804.5 (Grading and Fill in Flood Hazard Areas) of the 2021 International Building Code or ASCE 24 or equivalent.
2. Be designed for protection against erosion and scour.
3. Be inspected and tested by a qualified geotechnical material testing agency.

Section 1612.2.2 Foundation Protection. Local Drainage: Foundation drainage within the regulatory floodplain shall be done in accordance with section 1804.4 Site Grading.

Section 1612.3 Establishment of Flood Hazard Areas: Fill in section with: City of Clive and February 2019

Section 1705.12 – Special Inspection For Wind Resistance: Delete this section and add the following in lieu thereof:

Section 1705.12 – Special Inspection For Wind Resistance: Special inspections for wind resistance specified in sections 1705.12.1 through 1705.12.2, are required for buildings and structures.

Section 1705.12.1 Structural Wood: Delete the exception.

Section 1705.12.2 Cold-Formed Steel Light-Frame Construction: Delete the exception.

Section 1809.5 Frost Protection: Delete exceptions 2 and 3 and insert the following in lieu thereof:

1. Protection of freestanding accessory buildings with an area of 400 square feet and under of light-framed construction and with an eave height of 10 feet or less shall not be required to have frost footings. A means of hold down on a minimum of 4 corners shall be provided.

2. Protection of freestanding accessory buildings with an area of 400 square feet and under of other than light-framed construction and with an eave height of 10 feet or less shall have reinforced 12 inch by 12 inch thickened edge footings below a 4 inch concrete slab. All vegetation and/or debris shall be removed and the area under the slab shall be provided with a minimum of 3 inches of compacted aggregate backfill.

3. Protection of freestanding accessory buildings with an area of 401 to 600 square feet of light-framed construction and with an eave height of 10 feet or less shall have reinforced 12 inch by 12 inch thickened edge footing below a 4 inch concrete slab. All vegetation and/or debris shall be removed and the area under the slab shall be provided with a minimum of 3 inches of compacted aggregate backfill.

4. Protection of freestanding accessory buildings over 600 square feet shall meet or exceed the 42" deep frost protection requirement.

5. Decks not supported by a dwelling or accessed from a dwelling need not be provided with footings that extend below the frost line.

Section 3109 Swimming Pools, Spas and Hot Tubs: Delete this section and add the following in lieu therefore:

Section 3109 Swimming Pools, Spas and Hot Tubs: The design and construction of swimming pools, spas and hot tubs shall comply with the Clive Swimming Pool Code.

10-1-16: CONFLICTING PROVISIONS: In any case where the provisions of this chapter, or the building code adopted hereby, are found to be in conflict with a provision of the code of Iowa or a provision of any zoning, building, fire, safety or health ordinance or code of the city of Clive, Iowa, the provision which establishes the higher standard for the promotion and protection of the health and safety of the people shall prevail.

10-1-17: SITE MAINTENANCE:

A. It shall be the permit holder's responsibility to inspect the construction site on a daily basis to ensure that the site is clean and free of excess debris. In no case shall debris, refuse, and/or junk be permitted to blow, drift, or otherwise be deposited upon an adjacent street or property.

B. Similarly, the permit holder shall be solely responsible for controlling erosion on site throughout the duration of the construction project. Erosion control shall be managed in accordance with chapter 11 of this title.

10-1-18: STREET PROTECTION: No person performing construction of any nature or furnishing materials or performing services within the city shall drive across or cause any vehicle, trailer, implement, equipment, materials, or supplies to cross any street curbing without adequately protecting the street curbing from damage thereby.

10-1-19: VIOLATIONS: 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 of ordinances. Each day that a violation occurs shall constitute a separate offense. In the event that 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.

10-1-20: APPEALS: Any person affected by a decision of the Construction Services Administrator may request and shall be granted a hearing on the decision, as described in title 2, chapter 2 of this code.

CHAPTER 2A
ELECTRICAL UPDATE CODE

10-2A-1: Short Title
10-2A-2: Purpose
10-2A-3: Warning
10-2A-4: Interpretation
10-2A-5: Adoption
10-2A-6: Scope
10-2A-7: Indemnification
10-2A-8: Permit Requirements, Conditions, and Fees
10-2A-9: Electrical Contractors License
10-2A-10: Installation by Owner
10-2A-11: Connection to System
10-2A-12: Building Official
10-2A-13: Inspection
10-2A-14: Stop Work Order
10-2A-15: Code Provisions
10-2A-16: Conflicting Provisions
10-2A-17: Site Maintenance
10-2A-18: Street Protection
10-2A-19: Violations
10-2A-20: Appeals

10-2A-1: SHORT TITLE: This chapter shall be known as the *CLIVE ELECTRICAL UPDATE CODE*, and may be cited as such and may also be known, referred to and cited as the "electrical update code".

10-2A-2: PURPOSE: It is the purpose of this chapter to require architects, builders, contractors, property owners, their agents, and others to meet their responsibilities with respect to proper electrical installation, material selection, installation methods, and premises safety, 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.

10-2A-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 premise 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.

10-2A-4: INTERPRETATION: The foregoing statements of legislative intent shall govern and take precedence over any other language contained in this chapter or the National Electrical Code, adopted herein.

10-2A-5: ADOPTION: Pursuant to published notice and public hearing, as required by law, the code provisions herein and the National Electrical Code (NEC), published by the National Fire Protection Association (NFPA 70), year and edition as amended and adopted by the Iowa Department of Inspections, Appeals and Licensing (DIAL), is adopted in full except for such portions of the National Electrical Code as may be hereinafter deleted, modified, or amended, and shall constitute the "electrical update code of the city of Clive, Iowa". An official copy of the National Electrical Code as adopted and a certified copy of this chapter, can be viewed in the community development department.

10-2A-6: SCOPE: The provisions of this electrical update code shall apply to existing buildings when:

1. A new electrical service replaces an existing electrical service.
2. A 100-amp or greater sub-panel is installed on an existing electrical service.
3. The addition of a solar array or energy storage system (ESS).
4. The code official, upon substantial evidence, determines the existing service is, or existing installations are, unsafe and pose(s) a risk to property or life.
5. If the classification of a building has been changed due to a change in occupancy, the electrical system in the entire building shall comply with all the electrical standards applicable to the new classification. If the occupancy of a building has been changed to a mixed occupancy, with the required fire separation between the mixed occupancy, each occupancy shall comply with its own particular classification and shall be wired in compliance with the electrical standards of its particular classification.

10-2A-7: INDEMNIFICATION: The applicant for any permit under this code, 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 permit or the doing of anything there under, or the failure of such applicant, or the agents, employees or servants of such applicant, to abide by or comply with any of the provisions of this code 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 permit issued under this code whether expressly recited therein or not.

10-2A-8: PERMIT REQUIREMENTS, CONDITIONS, AND FEES:

A. Required: Any owner or authorized agent who intends to repair, install, add, alter, remove, convert, or replace any electrical system or part thereof, of which is regulated by this electrical update code, or to cause any such work to be done, shall not do so without first securing a permit from the community development department. See section 10-2A-9 and 10-2A-10 for additional requirements.

Exceptions:

1. Listed cord-and-plug connected temporary decorative lighting.
2. Replacement of 120 volt lighting fixtures, receptacles, or switches.
3. Single phase overcurrent protection devices of the same capacity and location.
4. Electrical wiring, devices, appliances, apparatus, or equipment operating at less than 25 volts and not capable of supplying more than 50 watts of energy.

B. Issuance: After proper application on forms provided by the community development department, permits shall be issued in the name of the property owner or of a firm or corporation registered with the Iowa Department of Inspections, Appeals and Licensing, according to their rules and standards. The property owner or authorized representative of the firm or corporation named on the registration shall sign all applications for permits. Permits are not transferable. No permits shall be issued to any person, firm, or corporation who has fees outstanding or who has outstanding violations of any ordinance of the city.

C. Fees: There shall be a fee paid for the issuance of permits. Permit fees and fees for other inspections shall be set forth in a fee schedule established and approved from time to time by the

city council. Fees on all buildings or structures constructed by any unit of the government or nonprofit organization may be waived by the city council. No fees shall be collected on buildings or structures constructed by or for the city.

D. Expiration:

1. Every permit issued under the provisions of this code shall expire by limitation and become null and void, if the work authorized by such permit is not commenced within ninety (90) days from the date of issuance of such permit, or if the work authorized by such permit is suspended or abandoned at any time after the work is commenced for a period of sixty (60) days. Expired permits are subject to permit re-issuance fees as set forth in the adopted fee schedule.

2. All permits shall expire after three hundred sixty-five (365) days unless an extension is requested in writing to the Construction Services Administrator fourteen (14) days prior to expiration of said permit. The Construction Services Administrator may refuse any extension but shall do so in writing within seven (7) days of receipt of the extension request. Expired permits are subject to permit re-issuance fees as set forth in the adopted fee schedule.

3. In addition, any time work is suspended or abandoned for more than ten (10) days, the permit shall expire due to neglect if the site is not properly secured, including:

a. Removal of all construction debris, materials, weeds, etc., that makes the area unsightly and creates a public nuisance.

b. A fence to protect any excavation, including open basement foundations, in order to prevent the creation of an attractive nuisance in the neighborhood.

c. Ground cover, silt fencing, etc., shall be provided to help prevent erosion and damage to surrounding properties. Consideration may be given to proximity of the construction site, as described in chapter 11 of this title.

E. Revocation: Any permit required by the provisions of this code may be summarily revoked by the Construction Services Administrator upon the violation of any provision of this code.

F. Outstanding Permits: If a permit is outstanding on the effective date hereof, the provisions of this chapter and the National Electrical Code , year and edition amended and adopted by the state of Iowa Electrical Board, adopted hereby, shall apply to the work authorized by such permit, except to the extent that the Construction Services Administrator shall determine that the application of such provisions to said work would be unreasonable. The burden shall be upon the holder of such permit to show the unreasonableness of such provisions.

G. Work Without Permit: If any repairs, additions, alterations, conversions, or demolitions to any electrical system, which is regulated by this code, the work having been completed without first obtaining a permit, the owner shall have the responsibility to certify that the work has been completed in accordance with the applicable codes. The Construction Services Administrator shall determine the appropriate level of special inspection necessary to ensure that the work was completed in accordance with the applicable codes. Special inspections shall be performed by an approved electrical inspector who is qualified and/or licensed to inspect work similar to that which is being performed. Work without a permit, other than minor work initiated for plan execution, will be subject to fees as set forth in the adopted fee schedule.

10-2A-9: ELECTRICAL CONTRACTORS LICENSE: Except as otherwise provided herein, no person shall engage or represent himself or herself to the public as engaging in the activity or business of installing, altering, or repairing any electrical systems or apparatus for which permits are required by this electrical code unless such person shall have first obtained from the state of Iowa Electrical Examining Board, an Electrical Contractors License, as provided for in Iowa Code chapter 103. A responsible person or an electrician licensed by the State of Iowa Electrical Examining board as a "Master A or B" may sign and obtain a permit for the contractor for which they are employed only when said responsible person or "Master A or B" has provided proof of employment or written confirmation by said licensed contractor. Any permit required by the provisions of this code may be revoked by the Code Official upon the violation of any provision of this code.

10-2A-10: INSTALLATION BY OWNER: Homeowners (owner/occupant) who qualify for the homestead tax exemption may acquire permits for their principal residence (not apartment) and appurtenant accessory structures for electrical work if such residence is an existing dwelling rather than new construction, and is not larger than a single family dwelling. The installation of service conductors, service disconnects, service grounding, and panel boards shall not be allowed under this provision. The Construction Services Administrator may require the homeowner to pass an electrical exam as he or she sees fit.

10-2A-11: CONNECTION TO SYSTEM: It is unlawful for any person(s) to generate or distribute electrical current for private use or commercial use within the city without first acquiring proper permits and inspections. Permission shall also be granted by the utility provider if such current is back fed to the commercial grid. This permission shall be available to the Construction Services Administrator before any inspections are conducted. Any person violating the provisions of this section shall, upon written notice from the Construction Services Administrator, immediately remove such connection and cut off such current.

10-2A-12: 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 his/her 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 electrical 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.

10-2A-13: INSPECTION: Except as otherwise provided in this code, no person shall cover or conceal or cause to be covered or concealed any electrical wiring or electrical apparatus for which a permit has been issued, until such wiring or electrical apparatus has been inspected and approved as required by this code. The Construction Services Administrator shall have authority to remove or cause the removal of any obstructions which may prevent the proper inspection of the electrical wiring or electrical apparatus. Upon the completion of any wiring or electrical installation in any building, it shall be the duty of the company, firm or individual doing the same to notify the Construction Services Administrator, who shall inspect the same on receipt of such notice for conformance to the provisions of this code. Certificates of occupancy shall not be issued unless all the electrical installations are in conformity with the rules and regulations set forth in this code.

10-2A-14: STOP WORK ORDER:

Authority: Whenever the Construction Services Administrator finds any work regulated by this code being performed in a manner either contrary to the provisions of this code or dangerous or unsafe, the Construction Services Administrator shall be authorized to issue a stop work order.

Issuance: The stop work order shall be in writing and shall state the reason for the order and the conditions under which the work will be permitted to resume. The stop work order shall be given to the owner of the property involved, or to the owner's agent, or to the person doing the work. Upon issuance of a stop work order, all work shall immediately cease. All other persons shall vacate the job site immediately or be subject to penalties as prescribed by law.

Unlawful Continuance: Upon issuance of a stop work order, all work shall immediately cease and all persons shall vacate the job site immediately. Any work on the premise shall be limited to the removal or correction of the violation or unsafe condition.

10-2A-15: CODE PROVISIONS: The following provision, along with the National Electrical Code, as adopted by the State of Iowa Electrical Board, shall be applied to all updates:

Residential Dwellings

A. Services
   1. A minimum of a 100-amp electrical service panel shall be provided.
   2. The first point of disconnect shall be either on the exterior of the dwelling or immediately inside the exterior wall. For the purposes of this code section immediately inside the exterior wall shall mean the conductors shall not extend more than 5 feet inside the dwelling.
   3. All service updates and repairs where the service is being replaced, service and service entrance conductors are being replaced, or the service panel interior is being replaced are required to install the Emergency Disconnect as required by the National Electrical Code, year and edition per state adoption. Where only meter sockets or service conductors are replaced an Emergency Disconnect or service panel are not required to be replaced.
   4. When service equipment, per definition in the National Electrical Code, is replaced, a surge-protection device shall be installed on the service where the work is being conducted.
   5. All services shall be grounded and bonded. If no concrete encased electrode is available, 2-8’ ground rods shall be placed a minimum of 6’ apart unless 25 ohms or less can be proved on-site to inspector.
   6. The metal water piping system shall be bonded to the grounding electrode system and all water meters shall be jumped.
   7. Where the sole means of grounding is a metal water pipe, a supplemental means of grounding shall be installed.

B. Kitchens
   1. Kitchens shall be provided with a minimum of two receptacle outlets.
   2. Kitchens shall be provided with at least one electric luminaire.
   3. All countertop receptacle outlets, including those installed in an island or peninsula, and receptacle outlets within six feet of the outside edge of a sink shall be ground fault circuit interceptor (GFCI) protected. If no equipment ground is available within these specific receptacle outlets, the GFCI shall be labeled (No equipment ground).

C. Bathrooms

1. A minimum of one ground fault circuit interrupter protected receptacle outlet shall be provided to serve the lavatory or lavatories. This shall not be established through a lighting fixture with a convenience outlet attached.
2. Each bathroom shall be provided with at least one electric luminaire.
3. Lighting fixtures and exhaust fans installed above or within bathtub or shower areas shall be effectively ground fault circuit interrupter protected. If no equipment ground is available within these specific outlets, the GFCI shall be labeled (No equipment ground).
4. All receptacles shall be ground fault circuit interrupter protected. If no equipment ground is available within these specific receptacle outlets, the GFCI shall be labeled (No equipment ground).

D. Laundry rooms
1. A minimum of one 120 volt grounded or ground fault circuit interrupter protected receptacle outlet shall be provided within the laundry room. If no equipment ground is available within this specific receptacle outlet, the GFCI shall be labeled (No equipment ground).
2. All receptacle outlets within six feet of a sink basin shall be ground fault circuit interrupter protected. If no equipment ground is available within these specific outlets, the GFCI shall be labeled (No equipment ground).

E. Bedrooms and other habitable rooms
1. All bedrooms and habitable rooms shall be provided with a minimum of two receptacle outlets.
2. All bedrooms and habitable rooms shall be provided with an electric luminaire.
3. All 120 volt receptacle and lighting outlets within bedrooms shall be protected by an appropriate ARC fault protected device as required by the National Electrical Code.

F. Unfinished basements
1. Any deficient wiring identified as a hazard shall be corrected.
2. A minimum of one ground fault circuit interrupter protected receptacle shall be provided.
3. All receptacle outlets shall be ground fault circuit interrupter protected. If no equipment ground is available within these specific receptacle outlets, the GFCI shall be labeled (No equipment ground).
4. Basements and areas around equipment shall be provided with an electric luminaire.

G. Attics
1. Any identified deficient wiring shall be corrected. Wiring, boxes, and outlets will not be required to have the attic insulation removed during the update process. It is assumed the old wiring covered by the insulation is compliant.

H. Exterior receptacle outlets and lights
1. All exterior receptacle outlets shall be ground fault circuit interrupter protected. If receptacles are replaced, extra duty covers are required.
2. All exterior lighting fixtures shall be listed for exterior use.

I. Furnaces, A/C units, and corrugated stainless steel tubing (CSST)
1. There shall be a means to disconnect the furnace at the furnace or within the line of sight of the panel board breaker controlling the furnace.
2. The A/C condenser or equipment shall have a disconnect within 6’ of the condenser or equipment.

3. The overcurrent protection device for the A/C condenser or equipment shall be sized according to the manufacturer nameplate rating.
4. Corrugated stainless steel tubing shall be bonded to the electrical grounding system or panelboard utilized by the existing electrical service. This shall be done according to the tubing manufacturer's recommendations.

J. Garages and accessory buildings
1. All receptacle outlets installed in garages and accessory buildings shall be ground fault circuit interrupter protected. If no equipment ground is available within these specific receptacle outlets, the GFCI shall be labeled (No equipment ground).

K. Smoke alarms and carbon monoxide alarms
1. Smoke alarms and carbon monoxide alarms shall be installed in all locations required by the currently adopted version of the International Residential Code and per the manufacturer's specifications.
2. All existing smoke alarms and carbon monoxide alarms that are hardwired and interconnected shall remain hardwired and interconnected.
3. Battery powered alarms shall be 10-year sealed battery. All battery powered smoke alarms shall be UL 217 listed and all battery powered carbon monoxide alarms shall be UL 2034. Battery powered combination smoke and carbon monoxide alarms shall have both UL 217 and UL 2034 listings.
4. Mechanical rooms, theater rooms, and workout rooms each require an additional smoke alarm. Mechanical closets less than 16 square feet are exempt from the requirement of having a smoke alarm within the closet if another smoke detector is located within the immediate vicinity of the closet door as determined above.

L. Knob and Tube wiring
1. If knob and tube wiring is identified within the residence, it shall be removed and replaced with code compliant wiring.

10-2A-16: CONFLICTING PROVISIONS: In any case where the provisions of this chapter, or the electrical code adopted hereby, are found to be in conflict with a provision of the code of Iowa or a provision of any zoning, building, fire, safety or health ordinance or code of the city of Clive, Iowa, the provision which establishes the higher standard for the promotion and protection of the health and safety of the people shall prevail.

10-2A-17: SITE MAINTENANCE:

A. It shall be the permit holder's responsibility to inspect the construction site on a daily basis to ensure that the site is clean and free of excess debris. In no case shall debris, refuse, and/or junk be permitted to blow, drift, or otherwise be deposited upon an adjacent street or property.

B. Similarly, the permit holder shall be solely responsible for controlling erosion on site throughout the duration of the construction project. Erosion control shall be managed in accordance with chapter 11 of this title.

10-2A-18: STREET PROTECTION: No person performing construction of any nature or furnishing materials or performing services within the city shall drive across or cause any vehicle, trailer, implement, equipment, materials, or supplies to cross any street curbing without adequately protecting the street curbing from damage thereby.

10-2A-19: VIOLATIONS: 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 of ordinances. Each day that a violation occurs shall constitute a separate offense. In the event that 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.

10-2A-20: APPEALS: Any person affected by a decision of the Construction Services Administrator may request and shall be granted a hearing on the decision, as described in title 2, chapter 2 of this code.

CHAPTER 2
ELECTRICAL CODE

10-2-1: Short Title
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10-2-3: Warning
10-2-4: Interpretation
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10-2-1: SHORT TITLE: This chapter shall be known as the *CLIVE ELECTRICAL CODE*, and may be cited as such and may also be known, referred to and cited as the "electrical code".

10-2-2: PURPOSE: It is the purpose of this chapter to require architects, builders, contractors, property owners, their agents, and others to meet their responsibilities with respect to proper electrical installation, material selection, installation methods, and premises safety, 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.

10-2-3: 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 premise 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.

10-2-4: INTERPRETATION: The foregoing statements of legislative intent shall govern and take precedence over any other language contained in this chapter or the National Electrical Code, adopted herein.

10-2-5: ADOPTION: Pursuant to published notice and public hearing, as required by law, the code provisions herein and the National Electrical Code (NEC), published by the National Fire Protection Association (NFPA 70), year and edition as amended and adopted by the Iowa Department of Inspections, Appeals and Licensing (DIAL), is adopted in full except for such portions of the National Electrical Code as may be hereinafter deleted, modified, or amended, and shall constitute the "electrical code of the city of Clive, Iowa". An official copy of the National Electrical Code as adopted and a certified copy of this chapter, can be viewed in the community development department.

10-2-6: SCOPE: This code shall regulate the design, installation, maintenance, alteration, and inspection of electrical systems. The provisions of this electrical code shall apply to:

A. New Construction:

1. Public or private electrical installations as governed by the National Electrical Code.

B. Existing Buildings:

1. Additions to, alterations of, and repairs to existing electrical if covered by this electrical code. The Construction Services Administrator may, when such additions, alterations, or repairs are made, order other reasonable additions or alterations to the electrical on a premises when a danger to life or property may result if such other additions or alterations were not made.

2. Installations, which were in compliance with the electrical code in existence at the time such installations were made, shall be presumed to be safe and proper, which presumption can be rebutted by evidence that the installation may be dangerous to life or property. Any of the provisions required by the "Electrical Update Code" shall take precedence over this section of code.

3. If the classification of a building has been changed due to a change in occupancy, the electrical in the entire building shall comply with all the electrical standards applicable to the new classification. If the occupancy of a building has been changed to a mixed occupancy, with the required fire separation between the mixed occupancy, each occupancy shall comply with its own particular classification and shall be wired in compliance with the electrical standards of its particular classification.

10-2-7: INDEMNIFICATION: The applicant for any permit under this code, 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 permit or the doing of anything there under, or the failure of such applicant, or the agents, employees or servants of such applicant, to abide by or comply with any of the provisions of this code 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 permit issued under this code whether expressly recited therein or not.

10-2-8: PERMIT REQUIREMENTS, CONDITIONS, AND FEES:

A. Required: Any owner or authorized agent who intends to repair, install, add, alter, remove, convert, or replace any electrical system or part thereof, of which is regulated by this electrical code, or to cause any such work to be done, shall not do so without first securing a permit from the community development department. See section 10-2-9 and 10-2-10 for additional requirements.

Exceptions:

1. Listed cord-and-plug connected temporary decorative lighting.
2. Replacement of 120 volt lighting fixtures, receptacles, or switches.
3. Single phase overcurrent protection devices of the same capacity and location.
4. Electrical wiring, devices, appliances, apparatus or equipment operating at less than 25 volts and not capable of supplying more than 50 watts of energy.

B. Issuance: After proper application on forms provided by the community development department, permits shall be issued in the name of the property owner or of a firm or corporation registered with the Iowa Department of Inspections, Appeals and Licensing, according to their rules and standards. The property owner or authorized representative of the firm or corporation named on the registration shall sign all applications for permits. Permits are not transferable. No permits shall be issued to any person, firm, or corporation who has fees outstanding or who has outstanding violations of any ordinance of the city.

C. Fees: There shall be a fee paid for the issuance of permits. Permit fees and fees for other inspections shall be set forth in a fee schedule established and approved from time to time by the city council. Fees on all buildings or structures constructed by any unit of the government or nonprofit organization may be waived by the city council. No fees shall be collected on buildings or structures constructed by or for the city.

D. Expiration:

1. Every permit issued under the provisions of this code shall expire by limitation and become null and void, if the work authorized by such permit is not commenced within ninety (90) days from the date of issuance of such permit, or if the work authorized by such permit is suspended or abandoned at any time after the work is commenced for a period of sixty (60) days. Expired permits are subject to permit re-issuance fees as set forth in the adopted fee schedule.

2. All permits shall expire after three hundred sixty five (365) days unless an extension is requested in writing to the Construction Services Administrator fourteen (14) days prior to expiration of said permit. The Construction Services Administrator may refuse any extension, but shall do so in writing within seven (7) days of receipt of the extension request. Expired permits are subject to permit re-issuance fees as set forth in the adopted fee schedule.

3. In addition, any time work is suspended or abandoned for more than ten (10) days, the permit shall expire due to neglect if the site is not properly secured, including:

a. Removal of all construction debris, materials, weeds, etc., that makes the area unsightly and creates a public nuisance.

b. A fence to protect any excavation, including open basement foundations, in order to prevent the creation of an attractive nuisance in the neighborhood.

c. Ground cover, silt fencing, etc., shall be provided to help prevent erosion and damage to surrounding properties. Consideration may be given to proximity of the construction site, as described in chapter 11 of this title.

E. Revocation: Any permit required by the provisions of this code may be summarily revoked by the Construction Services Administrator upon the violation of any provision of this code.

F. Outstanding Permits: If a permit is outstanding on the effective date hereof, the provisions of this chapter and the National Electrical Code, adopted hereby, shall apply to the work authorized by such permit, except to the extent that the Construction Services Administrator shall determine that the application of such provisions to said work would be unreasonable. The burden shall be upon the holder of such permit to show the unreasonableness of such provisions.

G. Work Without Permit: If any repairs, additions, alterations, conversions, or demolitions to any electrical system, which is regulated by this code, the work having been completed without first obtaining a permit, the owner shall have the responsibility to certify that the work has been completed in accordance with the applicable codes. The Construction Services Administrator shall determine the appropriate level of special inspection necessary to ensure that the work was completed in accordance with the applicable codes. Special inspections shall be performed by an approved electrical inspector who is qualified and/or licensed to inspect work similar to that which is being performed. Work without a permit, other than minor work initiated for plan execution, will be subject to fees as set forth in the adopted fee schedule.

10-2-9: ELECTRICAL CONTRACTORS LICENSE: Except as otherwise provided herein, no person shall engage or represent himself or herself to the public as engaging in the activity or business of installing, altering, or repairing any electrical systems or apparatus for which permits are required by this electrical code unless such person shall have first obtained from the state of Iowa Electrical Examining Board, an Electrical Contractors License, as provided for in Iowa Code chapter 103. A responsible person or an electrician licensed by the State of Iowa Electrical Examining board as a "Master A or B" may sign and obtain a permit for the contractor for which they are employed only when said responsible person or "Master A or B" has provided proof of employment or written confirmation by said licensed contractor. Any permit required by the provisions of this code may be revoked by the Code Official upon the violation of any provision of this code.

10-2-10: INSTALLATION BY OWNER: Homeowners (owner/occupant) who qualify for the homestead tax exemption may acquire permits for their principal residence (not apartment) and appurtenant accessory structures for remodel electrical work if such residence is an existing dwelling rather than new construction, and is not larger than a single family dwelling. The installation of service conductors, service disconnects, service grounding, and panel boards shall not be allowed under this provision. The Construction Services Administrator may require the homeowner to pass an electrical exam as he or she sees fit.

10-2-11: CONNECTION TO SYSTEM: It is unlawful for any person(s) to generate or distribute electrical current for private use or commercial use within the city without first acquiring proper permits and inspections. Permission shall also be granted by the utility provider if such current is back fed to the commercial grid. Documentation of the utility provider's approval shall be provided to the Construction Services Administrator before any inspections are conducted. Any person violating the provisions of this section shall, upon written notice from the Construction Services Administrator, immediately remove such connection and cut off such current.

10-2-12: 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 his/her 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 electrical 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.

10-2-13: INSPECTION: Except as otherwise provided in this code, no person shall cover or conceal or cause to be covered or concealed any electrical wiring or electrical apparatus for which a permit has been issued, until such wiring or electrical apparatus has been inspected and approved as required by this code. The Construction Services Administrator shall have authority to remove or cause the removal of any obstructions which may prevent the proper inspection of the electrical wiring or electrical apparatus. Upon the completion of any wiring or electrical installation in any building, it shall be the duty of the company, firm or individual doing the same to notify the Construction Services Administrator, who shall inspect the same on receipt of such notice for conformance to the provisions of this code. Certificates of occupancy shall not be issued unless all the electrical installations are in conformity with the rules and regulations set forth in this code.

10-2-14: STOP WORK ORDER:

Authority: Whenever the Construction Services Administrator finds any work regulated by this code being performed in a manner either contrary to the provisions of this code or dangerous or unsafe, the Construction Services Administrator shall be authorized to issue a stop work order.

Issuance: The stop work order shall be in writing and shall state the reason for the order and the conditions under which the work will be permitted to resume. The stop work order shall be given to the owner of the property involved, or to the owner's agent, or to the person doing the work. Upon issuance of a stop work order, all work shall immediately cease. All other persons shall vacate the job site immediately or be subject to penalties as prescribed by law.

Unlawful Continuance: Upon issuance of a stop work order, all work shall immediately cease and all persons shall vacate the job site immediately. Any work on the premise shall be limited to the removal or correction of the violation or unsafe condition.

10-2-15: AMENDMENTS: All amendments as adopted by the State of Iowa Electrical Examining Board shall be effective and enforced within the Clive Electrical Code.

10-2-16: CONFLICTING PROVISIONS: In any case where the provisions of this chapter, or the electrical code adopted hereby, are found to be in conflict with a provision of the code of Iowa or a provision of any zoning, building, fire, safety or health ordinance or code of the city of Clive, Iowa, the provision which establishes the higher standard for the promotion and protection of the health and safety of the people shall prevail.

10-2-17: SITE MAINTENANCE:

A. It shall be the permit holder's responsibility to inspect the construction site on a daily basis to ensure that the site is clean and free of excess debris. In no case shall debris, refuse, and/or junk be permitted to blow, drift, or otherwise be deposited upon an adjacent street or property.

B. Similarly, the permit holder shall be solely responsible for controlling erosion on site throughout the duration of the construction project. Erosion control shall be managed in accordance with chapter 11 of this title.

10-2-18: STREET PROTECTION: No person performing construction of any nature or furnishing materials or performing services within the city shall drive across or cause any vehicle, trailer, implement, equipment, materials, or supplies to cross any street curbing without adequately protecting the street curbing from damage thereby.

10-2-19: VIOLATIONS: 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 of ordinances. Each day that a violation occurs shall constitute a separate offense. In the event that 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.

10-2-20: APPEALS: Any person affected by a decision of the Construction Services Administrator may request and shall be granted a hearing on the decision, as described in title 2, chapter 2 of this code.

CHAPTER 3
PLUMBING CODE

10-3-1: Short Title
10-3-2: Purpose
10-3-3: Warning
10-3-4: Interpretation
10-3-5: Adoption
10-3-6: Scope
10-3-7: Indemnification
10-3-8: Permit Requirements, Conditions, and Fees
10-3-9: Plumbing Contractors License
10-3-10: Installation by Owner
10-3-11: Connection to City Owned System
10-3-12: Building Official
10-3-13: Inspection
10-3-14: Stop Work Order
10-3-15: Deletions
10-3-16: Amendments
10-3-17: Backflow Prevention with Containment
10-3-18: Conflicting Provisions
10-3-19: Site Maintenance
10-3-20: Street Protection
10-3-21: Violations
10-3-22: Appeals

10-3-1: SHORT TITLE: This chapter shall be known as the *CLIVE PLUMBING CODE*, and may be cited as such and may also be known, referred to and cited as the "plumbing code".

10-3-2: PURPOSE: It is the purpose of this chapter to require architects, builders, contractors, property owners, their agents, and others to meet their responsibilities with respect to proper plumbing installation, material selection, installation methods, and premises safety, 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.

10-3-3: 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 premise 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.

10-3-4: INTERPRETATION: The foregoing statements of legislative intent shall govern and take precedence over any other language contained in this chapter or the Uniform Plumbing Code, adopted herein.

10-3-5: ADOPTION: Pursuant to state published notice and public hearing, as required by state law, the Uniform Plumbing Code (UPC), published by the International Association of Plumbing and Mechanical Officials, year and edition as amended and adopted by the Iowa Department of Inspections, Appeals and Licensing (DIAL) is adopted in full except for such portions of the UPC as may be hereinafter deleted, modified, or amended and shall constitute the "plumbing code of the city of Clive, Iowa". The use of the term "plumbing code" in this chapter shall be interpreted to refer to the Uniform Plumbing Code, year and edition as adopted by DIAL. An official copy of the Uniform

Plumbing Code, as adopted, and a certified copy of this chapter can be viewed in the community development department.

10-3-6: SCOPE: This code shall regulate the design, installation, maintenance, alteration, and inspection of plumbing systems. The provisions of this plumbing code shall apply to:

A. New Construction:

1. Public or private plumbing installations as governed by the Uniform Plumbing Code.

B. Existing Buildings:

1. Additions to, alterations of, and repairs to existing plumbing, if covered by this plumbing code. The Construction Services Administrator may, when such additions, alterations, or repairs are made, order other reasonable additions or alterations to the plumbing on a premises when a danger to life or property may result if such other additions or alterations were not made.

2. Installations, which were in compliance with the plumbing code in existence at the time such installations were made, shall be presumed to be safe and proper, which presumption can be rebutted by evidence that the installation may be dangerous to life or property.

3. If the classification of a building has been changed due to a change in occupancy, the plumbing in the entire building shall comply with all the plumbing standards applicable to the new classification. If the occupancy of a building has been changed to a mixed occupancy, each occupancy shall comply with its own particular classification and shall be plumbed in compliance with the plumbing standards of its particular classification.

10-3-7: INDEMNIFICATION: The applicant for any permit under this code, 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 permit or the doing of anything there under, or the failure of such applicant, or the agents, employees or servants of such applicant, to abide by or comply with any of the provisions of this code 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 permit issued under this code whether expressly recited therein or not.

10-3-8: PERMIT REQUIREMENTS, CONDITIONS, AND FEES:

A. Required: Any owner or authorized agent who intends to repair, install, add, alter, remove, convert, or replace any plumbing system or part thereof, of which is regulated by this plumbing code, or to cause any such work to be done, shall not do so without first securing a permit from the community development department. See section 10-3-9 and 10-3-10 for additional requirements.

B. Issuance: After proper application on forms provided by the community development department, permits shall be issued in the name of the property owner or of a firm or corporation registered with the Iowa Department of Inspections, Appeals and Licensing, according to their rules and

standards. The property owner or authorized representative of the firm or corporation named on the registration shall sign all applications for permits. Permits are not transferable. No permits shall be issued to any person, firm, or corporation who has fees outstanding or who has outstanding violations of any ordinance of the city.

C. Fees: There shall be a fee paid for the issuance of permits. Permit fees and fees for other inspections shall be set forth in a fee schedule established and approved from time to time by the city council. Fees on all buildings or structures constructed by any unit of the government may be waived by the city council. No fees shall be collected on buildings or structures constructed by or for the city.

D. Expiration:

1. Every permit issued under the provisions of this code shall expire by limitation and become null and void, if the work authorized by such permit is not commenced within ninety (90) days from the date of issuance of such permit, or if the work authorized by such permit is suspended or abandoned at any time after the work is commenced for a period of sixty (60) days. Expired permits are subject to permit re-issuance fees as set forth in the adopted fee schedule.

2. All permits shall expire after three hundred sixty five (365) days unless an extension is requested in writing to the Construction Services Administrator fourteen (14) days prior to expiration of said permit. The Construction Services Administrator may refuse any extension, but shall do so in writing within seven (7) days of receipt of the extension request. Expired permits are subject to permit re-issuance fees as set forth in the adopted fee schedule.

3. In addition, any time work is suspended or abandoned for more than ten (10) days, the permit shall expire due to neglect if the site is not properly secured, including:

a. Removal of all construction debris, materials, weeds, etc., that makes the area unsightly and creates a public nuisance.

b. A fence to protect any excavation, including open basement foundations, in order to prevent the creation of an attractive nuisance in the neighborhood.

c. Ground cover, silt fencing, etc., shall be provided to help prevent erosion and damage to surrounding properties. Consideration may be given to proximity of the construction site, as described in chapter 11 of this title.

E. Revocation: Any permit required by the provisions of this code may be summarily revoked by the Construction Services Administrator upon the violation of any provision of this code.

F. Outstanding Permits: If a permit is outstanding on the effective date hereof, the provisions of this chapter and the Uniform Plumbing Code, adopted hereby, shall apply to the work authorized by such permit, except to the extent that the Construction Services Administrator shall determine that the application of such provisions to said work would be unreasonable. The burden shall be upon the holder of such permit to show the unreasonableness of such provisions.

G. Work Without Permit: If any repairs, additions, alterations, or demolitions to any building or portions of any plumbing system, which is regulated by this code, the work having been completed without first obtaining a permit, the owner shall have the responsibility to certify that the work has been completed in accordance with the applicable codes. The Construction Services

Administrator shall determine the appropriate level of special inspection necessary to ensure that the work was completed in accordance with the applicable codes. Special inspections shall be performed by an approved plumbing inspector who is qualified and/or licensed to inspect work similar to that which is being performed. Work without a permit, other than minor work initiated for plan execution, will be subject to fees as set forth in the adopted fee schedule.

10-3-9: PLUMBING CONTRACTORS LICENSE: Except as otherwise provided herein, no person shall engage or represent himself or herself to the public as engaging in the activity or business of installing, altering, or repairing any plumbing systems or apparatus for which permits are required by this plumbing code unless such person shall have first obtained from the state of Iowa Plumbing and Mechanical Systems Board, a contractor license, as provided for in chapter 105 of the state code. A plumber licensed by the State of Iowa Plumbing and Mechanical Systems Board as a "Master" may sign and obtain a permit for the contractor for which they are employed only when said "Master" has provided proof of employment by said licensed contractor. Any permit required by the provisions of this code may be revoked by the Code Official upon the violation of any provision of this code.

10-3-10: INSTALLATION BY OWNER: Homeowners who qualify for the homestead tax exemption may acquire permits for their principal residence for remodel plumbing work if such residence is an existing dwelling rather than new construction, and is not larger than a single family dwelling. The Construction Services Administrator may require the homeowner to pass a plumbing exam as he or she sees fit.

10-3-11: CONNECTION TO CITY OWNED SYSTEM: It is unlawful for any person(s) to connect his or her plumbing system to a city owned sanitary sewer, storm sewer, or water service without proper permits. Any person violating the provisions of this section shall, upon written notice from the Construction Services Administrator, immediately remove or cut off such connection.

10-3-12: 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 his/her 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.

10-3-13: INSPECTION: Except as otherwise provided in this code, no person shall cover or conceal or cause to be covered or concealed any new construction, electrical, plumbing or mechanical systems or apparatus for which a permit has been issued, until such new construction, electrical, plumbing or mechanical systems or apparatus have been inspected and approved as required by this code. The Construction Services Administrator shall have authority to remove or cause the removal of any obstructions which may prevent the proper inspection of new construction, electrical, plumbing or mechanical systems or apparatus. Upon the completion of the new construction, electrical, plumbing or mechanical systems or apparatus in any building, it shall be the duty of the company, firm or individual doing the same to notify the Construction Services Administrator, who shall inspect the

same on receipt of such notice for conformance to the provisions of this code. Certificates of occupancy shall not be issued unless the new construction, electrical, plumbing or mechanical systems or apparatus are in conformity with the rules and regulations set forth in this code.

10-3-14: STOP WORK ORDER:

Authority: Whenever the Construction Services Administrator finds any work regulated by this code being performed in a manner either contrary to the provisions of this code or dangerous or unsafe, the Construction Services Administrator shall be authorized to issue a stop work order.

Issuance: The stop work order shall be in writing and shall state the reason for the order and the conditions under which the work will be permitted to resume. The stop work order shall be given to the owner of the property involved, or to the owner's agent, or to the person doing the work. Upon issuance of a stop work order, all work shall immediately cease. All other persons shall vacate the job site immediately or be subject to penalties as prescribed by law.

Unlawful Continuance: Upon issuance of a stop work order, all work shall immediately cease and all persons shall vacate the job site immediately. Any work on the premise shall be limited to the removal or correction of the violation or unsafe condition.

10-3-15: DELETIONS

The following are deleted from the Uniform Plumbing Code (UPC) and are of no force or effect in this chapter:

A. UPC Sections:

101.1	Title
101.2	Scope
101.3	Purpose
104.3.2	Plan Review Fees
104.3.3	Time Limitation of Application
104.4.3	Expiration
104.4.4	Extensions
104.5	Fees
107.0	Board of Appeals
612.0	Residential Fire Sprinkler Systems
1204	Certificate of Inspection
1205	Authority to Render Gas Service

1207	Temporary Use of Gas
1211.3	Arc-Resistant Jacketed CSST

10-3-16: AMENDMENTS: The paragraphs in this section represent amendments to the requirements contained in the Uniform Plumbing Code.

Section 101.2 Scope: Modify the section by adding the following sentence to the end of the section:

Local jurisdictions may administer the permit, inspection, testing, and enforcement provisions contained in this code. Permit, inspection, testing, and enforcement provisions contained in this code are not administered by the Plumbing and Mechanical Systems Board or the state.

Section 301.5 Alternative Engineered Design: Replace this section with the following thereof:

No engineered single-stack drainage system shall be installed.

Section 309.6 Dead Legs: Add the following language thereof:

The authority having jurisdiction can determine the method of flushing.

Subsection 314.4.1 Installation of Thermoplastic Pipe and Fittings: Delete this subsection and replace with the following:

Trench width for thermoplastic pipe shall be limited to six times the outside diameter of the piping at the base. Thermoplastic piping shall be bedded in not less than 4 inches (4”) of aggregate bedding material supporting the pipe. Initial backfill shall encompass the pipe. Aggregate material shall be three-eighths inch (3/8”) p-gravel or one inch (1”) clean class one bedding.

Add section 321 Clive Water Division Rules and Regulations: Add the following subsections under 321:

Section 321.1 Water Meters: Water meters shall be installed according to the most recently adopted Clive Water Division Rules and Regulations.

Section 321.2 City Right of Way: All work conducted within the city right of way shall be done in accordance with the Urban Standard Specifications and the most recently adopted Clive Water Division Rules and Regulations. A right of way permit shall be attained before working within the right of way.

Section 321.3 Building Ownership: Each separately owned building or dwelling unit shall have a separate sewer and water service connection for each building or dwelling unit.

Section 402.5 Setting: Modify the section by adding the following sentence to the end of the section:

Exception: The installation of paper dispensers, sanitary napkin disposal unit or accessibility grab bars shall not be considered obstructions.

Section 407.3 Limitation of Hot Water Temperature for Public Lavatories: Modify this section by adding the following sentence to the end of the section:

These devices shall be installed at or as close as possible to the point of use.

Section 408.5 Waste Outlet: Modify this section by adding the following exception to the end of this section:

Exception: In a residential dwelling unit where a two inch (2") waste pipe is not readily available and approval of the Authority Having Jurisdiction has been granted, the waste outlet, fixture tailpiece, trap and trap arm may be one and one half inch (1 ½") when an existing tub is being replaced by a shower sized per section 408.6 (2). This exception only applies where one shower head rated at 2.5 gpm is installed.

Section 408.12 Showers: Create a new Section 408.12 stating:

Limitation of Hot Water Temperature of Pet Grooming Stations. The maximum hot water temperature discharging from pet grooming stations shall be limited to 120ºF (49ºC) and the maximum temperature regulated by one of the following means, which shall be installed at or as close as possible to the point of use:
(1) A limiting device conforming to ASSE1070, ASMEA112.1070, CSAB125.70, or CSAB125.3.
(2) A water heater conforming to ASSE 1084.

Section 409.4 Limitation of Hot Water in Bathtubs and Whirlpool Bathtubs: Modify this section by adding the following sentence to the end of the section:

These devices shall be installed at or as close as possible to the point of use.

Section 410.3 Limitation of Water Temperature in Bidets: Modify this section by adding the following sentence to the end of the section:

These devices shall be installed at or as close as possible to the point of use.

Section 416.5 Drain: Modify the section by deleting the last sentence, which states:

Where a drain is provided, the discharge shall be in accordance with Section 811.0.

Section 418.3 Location of Floor Drains: Modify this section by adding the following to the end of the section:

(5) Rooms equipped with a water heater.

Section 422.1 Fixture Count: Modify this section by deleting the first paragraph and inserting the following in lieu thereof:

Plumbing fixtures shall be provided in each building for the type of building occupancy and in the minimum number shown in table 403.1 of the International Plumbing Code, reprinted here as Table 422.1. The design occupant load and occupancy classification shall be determined in accordance with Section 1004 of the International Building Code. Required public facilities shall be designated by a

legible sign for each sex. Signs shall be readily visible and located near the entrance to each toilet facility.

Table 422.1 Minimum Plumbing Facilities: Delete the table and insert the following table in lieu thereof.

TABLE 422.1 MINIMUM NUMBER OF REQUIRED PLUMBING FIXTURES[a]
(See Sections 403.1.1 and 403.2)
(Reprinted with permission,* from the 2024 International Plumbing Code, excerpt from IPC Table 403.1)

NO.	CLASSIFICATION	DESCRIPTION	WATER CLOSETS (URINALS: SEE SECTION 422.7)		LAVATORIES		BATHTUBS/ SHOWERS	DRINKING FOUNTAIN (SEE SECTION 415.0)	OTHER
			MALE	FEMALE	MALE	FEMALE			
1	Assembly	Theaters and other buildings for the performing arts and motion pictures[d]	1 per 125	1 per 65	1 per 200		—	1 per 500	1 service sink
		Nightclubs, bars, taverns, dance halls and buildings for similar purposes[d]	1 per 40	1 per 40	1 per 75		—	1 per 500	1 service sink
		Restaurants, banquet halls and food courts[d]	1 per 75	1 per 75	1 per 200		—	1 per 500	1 service sink
		Gaming areas	1 per 100 for the first 400 and 1 per 250 for the remainder exceeding 400	1 per 50 for the first 400 and 1 per 150 for the remainder exceeding 400	1 per 250 for the first 750 and 1 per 500 for the remainder exceeding 750		—	1 per 1,000	1 service sink
		Auditoriums without permanent seating, art galleries, exhibition halls, museums, lecture halls, libraries, arcades and gymnasiums[d]	1 per 125	1 per 65	1 per 200		—	1 per 500	1 service sink
		Passenger terminals and transportation facilities[d]	1 per 500	1 per 500	1 per 750		—	1 per 1,000	1 service sink
		Places of worship and other religious services[d]	1 per 150	1 per 75	1 per 200		—	1 per 1,000	1 service sink
		Coliseums, arenas, skating rinks, pools and tennis courts for indoor sporting events and activities	1 per 75 for the first 1,500 and 1 per 120 for the remainder	1 per 40 for the first 1,520 and 1 per 60 for the remainder	1 per 200	1 per 150	—	1 per 1,000	1 service sink

TABLE 422.1 MINIMUM NUMBER OF REQUIRED PLUMBING FIXTURES[a]
(See Sections 403.1.1 and 403.2)
(Reprinted with permission,* from the 2024 International Plumbing Code, excerpt from IPC Table 403.1)

NO.	CLASSIFICATION	DESCRIPTION	WATER CLOSETS (URINALS: SEE SECTION 422.7)		LAVATORIES		BATHTUBS/ SHOWERS	DRINKING FOUNTAIN (SEE SECTION 415.0)	OTHER
			MALE	FEMALE	MALE	FEMALE			
			exceeding 1,500	exceeding 1,520					
1	Assembly (cont'd)	Stadiums, amusement parks, bleachers and grandstands for outdoor sporting events and activities	1 per 75 for the first 1,500 and 1 per 120 for the remainder exceeding 1,500	1 per 40 for the first 1,520 and 1 per 60 for the remainder exceeding 1,520	1 per 200	1 per 150	—	1 per 1,000	1 service sink
2	Business	Buildings for the transaction of business, professional services, other services involving merchandise, office buildings, banks, light industrial and similar uses	1 per 25 for the first 50 and 1 per 50 for the remainder exceeding 50		1 per 40 for the first 80 and 1 per 80 for the remainder exceeding 80		—	1 per 100	1 service sink[e]
3	Educational	Educational facilities	1 per 50		1 per 50		—	1 per 100	1 service sink
4	Factory and Industrial	Structures in which occupants are engaged in work fabricating, assembly or processing of products or materials	1 per 100		1 per 100		—	1 per 400	1 service sink
5	Institutional	Custodial care facilities	1 per 10		1 per 10		1 per 8	1 per 100	1 service sink
		Medical care recipients in hospitals and nursing homes	1 per room[c]		1 per room[c]		1 per room[c]	1 per 100	1 service sink
		Employees in hospitals and nursing homes[b]	1 per 25		1 per 35		—	1 per 100	
		Visitors in hospitals and nursing homes	1 per 75		1 per 100		—	1 per 100	
		Prisons[b]	1 per cell		1 per cell		1 per 15	1 per 100	1 service sink

TABLE 422.1 MINIMUM NUMBER OF REQUIRED PLUMBING FIXTURES[a]
(See Sections 403.1.1 and 403.2)
(Reprinted with permission,* from the 2024 International Plumbing Code, excerpt from IPC Table 403.1)

NO.	CLASSIFICATION	DESCRIPTION	WATER CLOSETS (URINALS: SEE SECTION 422.7)		LAVATORIES		BATHTUBS/ SHOWERS	DRINKING FOUNTAIN (SEE SECTION 415.0)	OTHER
			MALE	FEMALE	MALE	FEMALE			
5	Institutional (cont'd)	Reformatories, detention centers, and correctional centers[b]	1 per 15		1 per 15		1 per 15	1 per 100	1 service sink
		Employees in reformatories, detention centers and correctional centers[b]	1 per 25		1 per 35		—	1 per 100	—
		Adult day care and child day care	1 per 15		1 per 15		1	1 per 100	1 service sink
6	Mercantile	Retail stores, service stations, shops, salesrooms, markets and shopping centers	1 per 500		1 per 750		—	1 per 1,000	1 service sink[e]
7	Residential	Hotels, motels, boarding houses (transient)	1 per sleeping unit		1 per sleeping unit		1 per sleeping unit	—	1 service sink
		Dormitories, fraternities, sororities and boarding houses (not transient)	1 per 10		1 per 10		1 per 8	1 per 100	1 service sink
		Apartment house	1 per dwelling unit		1 per dwelling unit		1 per dwelling unit	—	1 kitchen sink per dwelling unit; 1 automatic clothes washer connection per 20 dwelling units
		Congregate living facilities with 16 or fewer persons	1 per 10		1 per 10		1 per 8	1 per 100	1 service sink
		One- and two-family dwellings and lodging houses with five or fewer guestrooms	1 per dwelling unit		1 per dwelling unit		1 per dwelling unit		1 kitchen sink per dwelling unit; 1 automatic clothes
7	Residential (cont'd)								washer connection per dwelling unit
		Congregate living facilities with 16 or fewer persons	1 per 10		1 per 10		1 per 8	1 per 100	1 service sink
8	Storage	Structures for the storage of goods, warehouses, storehouse and freight depots. Low and Moderate Hazard.	1 per 100		1 per 100		—	1 per 1,000	1 service sink

[a] The fixtures shown are based on one fixture being the minimum required for the number of persons indicated or any fraction of the number of persons indicated. The number of occupants shall be determined by the International Building Code.

[b] Toilet facilities for employees shall be separate from facilities for inmates or care recipients.

[c] A single-occupant toilet room with one water closet and one lavatory serving not more than two

adjacent patient sleeping units shall be permitted provided that each patient sleeping unit has direct access to the toilet room and provision for privacy for the toilet room user is provided.

[d] The occupant load for seasonal outdoor seating and entertainment areas shall be included when determining the minimum number of facilities required.

[e] For business and mercantile classifications with an occupant load of 15 or fewer, service sinks will not be required.

*Excerpted (with modifications) from Table 403.1 of the 2024 International Plumbing Code; Copyright 2017; Washington, D.C.: ICC. Reproduced with permission. All rights reserved. www.ICCSAFE.org

Add Section 422.8 Substitution for Water Closets: In each bathroom or toilet room, urinals shall not be substituted for more than 67 percent of the required water closets in assembly and educational occupancies and not be substituted for more than 50 percent of the required water closets in all other occupancies. (Reprinted from the 2021 International Plumbing Code section 424.2)

Section 603.4.8 Drain Lines: Modify the section by adding the following language to the end of the last sentence in the section:

or in accordance with the manufacturer's drain-sizing chart for installation.

Section 609.1 Installation: Testing, Unions, and Locations: Delete the last two sentences and add the following in lieu thereof:

Building supply water piping shall be not less than 60 inches below earth cover.

Section 609.12 Pipe Insulation: Modify this section by deleting this section and inserting the following in lieu thereof:

Insulation of domestic hot water piping shall be in accordance with the applicable energy conservation code.

Section 611.4 Sizing of Residential Softeners: Modify this section by adding the following to the end of the last sentence in this section:

or as specified in the manufacturer's installation instructions.

Section 612 Residential Fire Sprinkler Systems: Delete sections 612.0 through 612.7.2.

Section 702.1 Trap Size. Table 702.1 Note 9: Modify this note by deleting; a maximum shower size of 36 inches (914 mm) in width and 60 inches (1524 mm) in length and inserting the following in lieu thereof:

showers having only one shower head rated at a maximum of 2.5 gpm.

Section 710.1 Backflow Protection: Modify the section by adding the following sentences to the end of the section: The requirement for the installation of a backwater valve shall apply only when determined necessary by the Authority Having Jurisdiction based on local conditions.

Section 807.3 Domestic Dishwashing Machine: Delete this section and replace it with the following:

No domestic dishwashing machine shall be directly connected to a drainage system or food waste disposer without the use of an approved dishwasher air gap fitting on the discharge side of the dishwashing machine, or by looping the discharge line of the dishwasher as high as possible near the flood level of the kitchen sink where the waste disposer is connected. Listed air gap fittings shall be installed with the flood level marking at or above the flood level of the sink or drainboard, whichever is higher.

Section 814.5 Point of Discharge: Delete **Section** 814.5 and insert the following in lieu thereof:

Section 814.5 Point of Discharge: Air-conditioning condensate waste pipes shall connect indirectly to a properly trapped fixture, floor drain, or open sight drain, or where permitted in Section 814.6, to the drainage system through an air gap or air break to trapped and vented receptors, dry wells, leach pits, sump pump, the tailpiece of plumbing fixtures or indirectly to the building storm sewer through a roof drain. A condensate drain shall be trapped in accordance with appliance manufacturer's instructions or as approved.

Section 901.1 Applicability: Modify the section by adding the following sentence to the end of the section:

No engineered single-stack drainage systems shall be installed.

Section 901.2 Vents Required: Add the following to this section:

In every new construction basement, there shall be not less than one two (2) inch dry vent pipe installed within the basement for future use. The vent pipe shall be connected to a properly sized vent stack that exits through the roof. The vent pipe shall be labeled as future vent and shall be capped or connected to the sewer. The vent pipe shall also be extended through all construction materials so that it is visible from the finished floor.

Section 902 Vents Not Required: Add the following to this section.

A vent is not required on a three (3) inch residential basement floor drain provided its drain branches into the building drain on the sewer side at a distance of five feet or more from the base of the stack and the branch line to such floor drain is not more than twelve (12) feet in length.

Section 906.1 Roof Termination: Modify the section by deleting the last sentence.

Section 908.2.2 Size: Delete the second sentence in this section and insert the following new sentence in lieu thereof:

The wet vent shall be not less than 2 inches (50 mm) in diameter for 6 drainage fixture units (dfu) or less, and not less than 3 inches (80 mm) in diameter for 7 dfu or more.

Table 1002.2 Horizontal Lengths of Trap Arms: Delete the table and insert the following table in lieu thereof:

TABLE 1002.2
Horizontal Lengths of Trap Arms
(Except for Water Closets and Similar Features)[1,2]

Trap Arm Diameter (inches)	Distance Trap to Vent Minimum (inches)	Length Maximum (feet)
1¼	2½	5
1½	3	6
2	4	8
3	6	12
4	8	12
Exceeding 4	2 × Diameter	12

For SI units: 1 inch = 25.4 mm
Notes:
[1]Maintain ¼ inch per foot slope (20.8 mm/m).
[2]The developed length between the trap of a water closet or similar fixture (measured from the top of the closet flange to the inner edge of the vent) and its vent shall not exceed 6 feet (1829 mm).

Section 1014.1 General: Add the following language:

The city of Clive will work with the state Wastewater Reclamation Authority for the sizing and installation requirements of grease interceptors.

Subsection 1014.1.3 Food Waste Disposers and Dishwashers: Modify this subsection by deleting the second sentence and inserting the following in lieu thereof:

Commercial food waste disposers shall discharge into the building's drainage system in accordance with the requirements of the Authority Having Jurisdiction.

Add subsection 1014.1.4 Odor Containment Device: Any required venting for a grease interceptor shall be capped with an approved odor containment device. The odor containment device shall be periodically inspected, maintained, and replaced by the owner in accordance with the manufacturer's requirements.

Add subsection 1101.12.3 Storm Drainage Discharge: All sumps and pumping systems shall be connected to the city's storm sewer system if available. In the case that the city's storm sewer system is not available for connection, the discharge may be permitted to grade provided that the discharge is made at least ten (10) feet from a public sidewalk and five (5) feet from a property line, or as determined by the Construction Services Administrator.

Sections 1205.0 through **1205.2 Authority to Render Gas Service:** Delete the sections.

Subsection 1208.5.3.5 Corrugated Stainless Steel Tubing: Delete subsection 1208.5.3.5 and insert the following in lieu thereof:

Subsection 1208.5.3.5 Corrugated Stainless Steel Tubing: Only CSST with an arc-resistant jacket or covering system listed in accordance with ANSI LC-1 (Optional Section 5.16)/CSA 6.26-2016 shall be installed, in accordance with the terms of its approval, the conditions of listing, the manufacturer's instructions and this code, including electrical bonding requirements in Section 1211.2. CSST shall not be used for through-wall penetrations from the point of delivery of the gas supply to the inside of the structure and not be installed in locations where subject to physical

damage unless protected in an approved manner.

Section 1211.3 Arc-Resistant Jacketed CSST: Delete the section.

Section 1306.3 Report Items: Modify the section by deleting; Authority Having Jurisdiction and inserting responsible facility authority in lieu thereof.

10-3-17: BACKFLOW PREVENTION WITH CONTAINMENT: All backflow prevention with containment shall be installed and maintained in accordance with the Clive Water Division Rules and Regulations as adopted from time to time by city council.

10-3-18: CONFLICTING PROVISIONS: In any case where the provisions of this chapter, or the Uniform Plumbing Code, adopted hereby, are found to be in conflict with the code of Iowa or a provision of any zoning, building, fire, safety or health ordinance or code of the city of Clive, Iowa, the provision which establishes the higher standard for the promotion and protection of the health and safety of the people shall prevail.

10-3-19: SITE MAINTENANCE:

A. It shall be the permit holder's responsibility to inspect the construction site on a daily basis to ensure that the site is clean and free of excess debris. In no case shall debris, refuse, and/or junk be permitted to blow, drift, or otherwise be deposited upon an adjacent street or property.

B. Similarly, the permit holder shall be solely responsible for controlling erosion on site throughout the duration of the construction project. Erosion control shall be managed in accordance with chapter 11 of this title.

10-3-20: STREET PROTECTION: No person performing construction of any nature or furnishing materials or performing services within the city shall drive across or cause any vehicle, trailer, implement, equipment, materials, or supplies to cross any street curbing without adequately protecting the street curbing from damage thereby.

10-3-21: VIOLATIONS: 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 of ordinances. Each day that a violation occurs shall constitute a separate offense. In the event that 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.

10-3-22: APPEALS: Any person affected by a decision of the Construction Services Administrator may request and shall be granted a hearing on the decision, as described in title 2, chapter 2 of this code.

CHAPTER 4
ENERGY CONSERVATION CODE

10-4-1: Short Title
10-4-2: Purpose
10-4-3: Warning
10-4-4: Interpretation
10-4-5: Adoption
10-4-6: Scope
10-4-7: Indemnification
10-4-8: Permit Requirements, Conditions, and Fees
10-4-9: Building Official
10-4-10: Inspection
10-4-11: Stop Work Order
10-4-12: Conflicting Provisions
10-4-13: Site Maintenance
10-4-14: Street Protection
10-4-15: Violations
10-4-16: Appeals

10-4-1: SHORT TITLE: This chapter shall be known as the *CLIVE ENERGY CONSERVATION CODE*, and may be cited as such and may also be known, referred to and cited as the "energy code".

10-4-2: PURPOSE: It is the purpose of this chapter to require architects, builders, contractors, property owners, their agents, and others to meet their responsibilities with respect to proper construction, construction techniques, and premises safety, 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.

10-4-3: 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 premise 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.

10-4-4: INTERPRETATION: The foregoing statements of legislative intent shall govern and take precedence over any other language contained in this chapter or the International Energy Conservation Code, adopted herein.

10-4-5: ADOPTION: Pursuant to state published notice and public hearing, as required by state law, the International Energy Conservation Code, published by the International Code Council Inc., year and edition as amended and adopted by the Iowa Department of Inspections, Appeals and Licensing (DIAL), is adopted in full and shall constitute the "energy code of the city of Clive, Iowa". The use of the term "energy code" in this chapter shall be interpreted to refer to the International Energy Conservation Code, year and edition as adopted by DIAL. An official copy of the International Energy Conservation Code, as adopted, and a certified copy of this chapter, can be viewed in the community development department.

10-4-6: SCOPE: This code shall establish thermal energy efficiency standards for the design of new buildings and structures, or portions thereof, additions to existing buildings, and renovation and remodeling of existing buildings.

Exception: The renovation and remodeling of residential buildings of one and two dwelling units, which are intended for human occupancy and which are heated or cooled by regulating their exterior envelopes and selection of their heating, ventilation, and air-conditioning systems, service water heating systems and equipment for the efficient use of energy, and lighting efficiency standards for buildings intended for human occupancy which are lighted.

10-4-7: INDEMNIFICATION: The applicant for any permit under this code, 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 permit or the doing of anything there under, or the failure of such applicant, or the agents, employees or servants of such applicant, to abide by or comply with any of the provisions of this code 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 permit issued under this code whether expressly recited therein or not.

10-4-8: PERMIT REQUIREMENTS, CONDITIONS, AND FEES:

A. Required: Any owner or authorized agent who intends to repair, add to, alter, relocate, demolish, or change the occupancy of a building of which is regulated by this energy conservation code, or to cause any such work to be done, shall not do so without first securing a building permit from the community development department. All building plans will be reviewed for energy compliance as specified in this energy conservation code.

B. Issuance: After proper application and a full staff review, permits shall be issued in the name of the property owner or of a firm or corporation registered with the Iowa Department of Inspections, Appeals and Licensing, according to their rules and standards. The property owner or authorized representative of the firm or corporation named on the registration shall sign all applications for permits. Permits are not transferable. No permits shall be issued to any person, firm, or corporation who has fees outstanding or who has outstanding violations of any ordinance of the city.

C. Fees: There shall be a fee paid for the issuance of permits. Permit fees and fees for other inspections shall be set forth in a fee schedule established and approved from time to time by the city council. Fees on all buildings or structures constructed by any unit of the government or nonprofit organization may be waived by the city council. No fees shall be collected on buildings or structures constructed by or for the city.

D. Expiration:

1. Every permit issued under the provisions of this code shall expire by limitation and become null and void, if the work authorized by such permit is not commenced within ninety (90) days from the date of issuance of such permit, or if the work authorized by such permit is suspended or abandoned at any time after the work is commenced for a period of sixty (60) days. Expired permits are subject to permit re-issuance fees as set forth in the adopted fee schedule.

2. All permits shall expire after three hundred sixty five (365) days unless an extension is requested in writing to the Construction Services Administrator fourteen (14) days prior to expiration of said permit. The Construction Services Administrator may refuse any extension, but shall do so in writing within seven (7) days of receipt of the extension request. Expired permits are subject to permit re-issuance fees as set forth in the adopted fee schedule.

3. In addition, any time work is suspended or abandoned for more than ten (10) days, the permit shall expire due to neglect if the site is not properly secured, including:

   a. Removal of all construction debris, materials, weeds, etc., that makes the area unsightly and creates a public nuisance.

   b. A fence to protect any excavation, including open basement foundations, in order to prevent the creation of an attractive nuisance in the neighborhood.

   c. Ground cover, silt fencing, etc., shall be provided to help prevent erosion and damage to surrounding properties. Consideration may be given to proximity of the construction site, as described in chapter 11 of this title.

E. Revocation: Any permit required by the provisions of this code may be summarily revoked by the Construction Services Administrator upon the violation of any provision of this code.

F. Outstanding Permits: If a permit is outstanding on the effective date hereof, the provisions of this chapter and the International Energy Conservation Code, adopted hereby, shall apply to the work authorized by such permit, except to the extent that the Construction Services Administrator shall determine that the application of such provisions to said work would be unreasonable. The burden shall be upon the holder of such permit to show the unreasonableness of such provisions.

G. Work Without Permit: If any repairs, additions, alterations, or demolitions to any building or portions of any electrical, gas, mechanical, or plumbing system, which is regulated by this code, the work having been completed without first obtaining a permit, the owner shall have the responsibility to certify that the work has been completed in accordance with the applicable codes. The Construction Services Administrator shall determine the appropriate level of special inspection necessary to ensure that the work was completed in accordance with the applicable codes. Special inspections shall be performed by an approved energy inspector who is qualified and/or licensed to inspect work similar to that which is being performed. Work without a permit, other than minor work initiated for plan execution, will be subject to fees as set forth in the adopted fee schedule.

10-4-9: 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 his/her 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.

10-4-10: INSPECTION: Except as otherwise provided in this code, no person shall cover or conceal or cause to be covered or concealed any mandatory energy conservation requirement, for which a permit has been issued, until such requirements have been inspected and approved as required by this code. The Construction Services Administrator shall have authority to remove or cause the removal of any obstructions which may prevent the proper inspection of the building envelope or equipment. After the energy conservation measures have been installed and verification is needed, it shall be the duty of the company, firm or individual doing the same to notify the Construction Services Administrator, who shall inspect the same on receipt of such notice for conformance to the provisions of this code. The Construction Services Administrator has the authority to allow an approved third party energy inspector to conduct inspections and tests as required by this code. Inspection reports and tests results shall be made available to the Construction Services Administrator. Certificates of occupancy shall not be issued unless the energy conservation requirements are in conformity with the rules and regulations set forth in this code.

10-4-11: STOP WORK ORDER:

Authority: Whenever the Construction Services Administrator finds any work regulated by this code being performed in a manner either contrary to the provisions of this code or dangerous or unsafe, the Construction Services Administrator shall be authorized to issue a stop work order.

Issuance: The stop work order shall be in writing and shall state the reason for the order and the conditions under which the work will be permitted to resume. The stop work order shall be given to the owner of the property involved, or to the owner's agent, or to the person doing the work. Upon issuance of a stop work order, all work shall immediately cease. All other persons shall vacate the job site immediately or be subject to penalties as prescribed by law.

Unlawful Continuance: Upon issuance of a stop work order, all work shall immediately cease and all persons shall vacate the job site immediately. Any work on the premise shall be limited to the removal or correction of the violation or unsafe condition.

10-4-12: CONFLICTING PROVISIONS: In any case where the provisions of this chapter, or the International Energy Conservation Code, adopted hereby, are found to be in conflict with a provision of the code of Iowa or a provision of any zoning, building, fire, safety or health ordinance or code of the city of Clive, Iowa, the provision which establishes the higher standard for the promotion and protection of the health and safety of the people shall prevail.

10-4-13: SITE MAINTENANCE:

A. It shall be the permit holder's responsibility to inspect the construction site on a daily basis to ensure that the site is clean and free of excess debris. In no case shall debris, refuse, and/or junk be permitted to blow, drift, or otherwise be deposited upon an adjacent street or property.

B. Similarly, the permit holder shall be solely responsible for controlling erosion on site throughout the duration of the construction project. Erosion control shall be managed in accordance with chapter 11 of this title.

10-4-14: STREET PROTECTION: No person performing construction of any nature or furnishing materials or performing services within the city shall drive across or cause any vehicle,

trailer, implement, equipment, materials, or supplies to cross any street curbing without adequately protecting the street curbing from damage thereby.

10-4-15: VIOLATIONS: 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 of ordinances. Each day that a violation occurs shall constitute a separate offense. In the event that 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.

10-4-16: APPEALS: Any person affected by a decision of the Construction Services Administrator may request and shall be granted a hearing on the decision, as described in title 2, chapter 2 of this code.

CHAPTER 5
MECHANICAL CODE

10-5-1: Short Title
10-5-2: Purpose
10-5-3: Warning
10-5-4: Interpretation
10-5-5: Adoption
10-5-6: Scope
10-5-7: Indemnification
10-5-8: Permit Requirements, Conditions, and Fees
10-5-9: Mechanical Contractors License
10-5-10: Installation by Owner
10-5-11: Building Official
10-5-12: Inspection
10-5-13: Stop Work Order
10-5-14: Deletions
10-5-15: Amendments
10-5-16: Conflicting Provisions
10-5-17: Site Maintenance
10-5-18: Street Protection
10-5-19: Violations
10-5-20: Appeals

10-5-1: SHORT TITLE: This chapter shall be known as the *CLIVE MECHANICAL CODE*, and may be cited as such and may also be known, referred to and cited as the "mechanical code".

10-5-2: PURPOSE: It is the purpose of this chapter to require architects, builders, contractors, property owners, their agents, and others to meet their responsibilities with respect to proper mechanical installation, material selection, installation methods, and premises safety, 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.

10-5-3: 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 premise 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.

10-5-4: INTERPRETATION: The foregoing statements of legislative intent shall govern and take precedence over any other language contained in this chapter or the International Mechanical Code or the International Residential Code chapters 12-23, adopted herein.

10-5-5: ADOPTION: Pursuant to state published notice and public hearing, as required by state law, the International Mechanical Code and International Residential Code chapters 12-23, published by the International Code Council Inc., year and edition as amended by the Iowa Department of Inspections, Appeals, and Licensing (DIAL) are adopted in full except for such portions as may be hereinafter deleted, modified, or amended, and shall constitute the "mechanical code of the city of Clive, Iowa". The use of the term "mechanical code" in this chapter shall be interpreted to refer to the International Mechanical Code and International Residential Code chapters 12-23, year and edition as adopted by DIAL. An official copy of the International Mechanical Code and International Residential

Code chapters 12-23, as adopted, and a certified copy of this chapter can be viewed in the community development department.

10-5-6: SCOPE: This code shall regulate the design, installation, maintenance, alteration, and inspection of mechanical systems. The provisions of this mechanical code shall apply to:

A. New Construction:

1. Public or private mechanical installations as governed by this mechanical code.

2. Detached one- and two- family dwellings and multiple single-family dwellings (townhouses) not more than three stories high with separate means of egress and their accessory structures shall comply with chapters 12-23 of the International Residential Code.

B. Existing Buildings:

1. Additions to, alterations of, and repairs to existing mechanical systems, if covered by this mechanical code. The Construction Services Administrator may, when such additions, alterations, or repairs are made, order other reasonable additions or alterations to the mechanical systems on a premises when a danger to life or property may result if such other additions or alterations were not made.

2. Detached one- and two- family dwellings and multiple single-family dwellings (townhouses) not more than three stories high with separate means of egress and their accessory structures shall comply with chapters 12-23 of the International Residential Code.

3. Installations, which were in compliance with the mechanical code in existence at the time such installations were made, shall be presumed to be safe and proper, which presumption can be rebutted by evidence that the installation may be dangerous to life or property.

4. If the classification of a building has been changed due to a change in occupancy, the mechanical systems in the entire building shall comply with all the mechanical standards applicable to the new classification. If the occupancy of a building has been changed to a mixed occupancy, with the required fire separation between the mixed occupancy, each occupancy shall comply with its own particular classification and shall have mechanical systems installed in compliance with the mechanical standards of its particular classification.

10-5-7: INDEMNIFICATION: The applicant for any permit under this code, 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 permit or the doing of anything there under, or the failure of such applicant, or the agents, employees or servants of such applicant, to abide by or comply with any of the provisions of this code 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 permit issued under this code whether expressly recited therein or not.

10-5-8: PERMIT REQUIREMENTS, CONDITIONS, AND FEES:

A. Required: Any owner or authorized agent who intends to repair, install, add, alter, remove, convert, or replace any mechanical system or part thereof, of which is regulated by this mechanical code, or to cause any such work to be done, shall not do so without first securing a permit from the community development department. See section 10-5-9 and 10-5-10 for additional requirements.

B. Issuance: After proper application on forms provided by the community development department, permits shall be issued in the name of the property owner or of a firm or corporation registered with the Iowa Department of Inspections, Appeals and Licensing, according to their rules and standards. The property owner or authorized representative of the firm or corporation named on the registration shall sign all applications for permits. Permits are not transferable. No permits shall be issued to any person, firm, or corporation who has fees outstanding or who has outstanding violations of any ordinance of the city.

C. Fees: There shall be a fee paid for the issuance of permits. Permit fees and fees for other inspections shall be set forth in a fee schedule established and approved from time to time by the city council. Fees on all buildings or structures constructed by any unit of the government or nonprofit organization may be waived by the city council. No fees shall be collected on buildings or structures constructed by or for the city.

D. Expiration:

1. Every permit issued under the provisions of this code shall expire by limitation and become null and void, if the work authorized by such permit is not commenced within ninety (90) days from the date of issuance of such permit, or if the work authorized by such permit is suspended or abandoned at any time after the work is commenced for a period of sixty (60) days. Expired permits are subject to permit re-issuance fees as set forth in the adopted fee schedule.

2. All permits shall expire after three hundred sixty five (365) days unless an extension is requested in writing to the Construction Services Administrator fourteen (14) days prior to expiration of said permit. The Construction Services Administrator may refuse any extension, but shall do so in writing within seven (7) days of receipt of the extension request. Expired permits are subject to permit re-issuance fees as set forth in the adopted fee schedule.

3. In addition, any time work is suspended or abandoned for more than ten (10) days, the permit shall expire due to neglect if the site is not properly secured, including:

   a. Removal of all construction debris, materials, weeds, etc., that makes the area unsightly and creates a public nuisance.

   b. A fence to protect any excavation, including open basement foundations, in order to prevent the creation of an attractive nuisance in the neighborhood.

   c. Ground cover, silt fencing, etc., shall be provided to help prevent erosion and damage to surrounding properties. Consideration may be given to proximity of the construction site, as described in chapter 11 of this title.

E. Revocation: Any permit required by the provisions of this code may be summarily revoked by the Construction Services Administrator upon the violation of any provision of this code.

F. Outstanding Permits: If a permit is outstanding on the effective date hereof, the provisions of this chapter and the International Mechanical Code and International Residential Code chapters 12-24, adopted hereby, shall apply to the work authorized by such permit, except to the extent that the Construction Services Administrator shall determine that the application of such provisions to said work would be unreasonable. The burden shall be upon the holder of such permit to show the unreasonableness of such provisions.

G. Work Without Permit: If any repairs, additions, alterations, or demolitions to any building or portions of any mechanical system, which is regulated by this code, the work having been completed without first obtaining a permit, the owner shall have the responsibility to certify that the work has been completed in accordance with the applicable codes. The Construction Services Administrator shall determine the appropriate level of special inspection necessary to ensure that the work was completed in accordance with the applicable codes. Special inspections shall be performed by an approved mechanical inspector who is qualified and/or licensed to inspect work similar to that which is being performed. Work without a permit, other than minor work initiated for plan execution, will be subject to fees as set forth in the adopted fee schedule.

10-5-9: MECHANICAL CONTRACTORS LICENSE: Except as otherwise provided herein, no person shall engage or represent himself or herself to the public as engaging in the activity or business of installing, altering, or repairing any mechanical systems or apparatus for which permits are required by this mechanical code unless such person shall have first obtained from the state of Iowa, Department of Inspections, Appeals and Licensing, a contractor license, as provided for in chapter 105 of the state code. A responsible person or mechanical professional licensed by the State of Iowa Plumbing and Mechanical Systems Board as a "Master" may sign and obtain a permit for the contractor for which they are employed only when said responsible person or "Master" has provided proof of employment or written confirmation by said licensed contractor. Any permit required by the provisions of this code may be revoked by the Code Official upon the violation of any provision of this code.

10-5-10: INSTALLATION BY OWNER: Homeowners who qualify for the homestead tax exemption may acquire permits for their principal residence for remodel mechanical work if such residence is an existing dwelling rather than new construction, and is not larger than a single family dwelling. The Construction Services Administrator may require the homeowner to pass a mechanical exam as he or she sees fit.

10-5-11: 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 his/her 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.

10-5-12: INSPECTION: Except as otherwise provided in this code, no person shall cover or conceal or cause to be covered or concealed any new construction, electrical, plumbing or mechanical

systems or apparatus for which a permit has been issued, until such new construction, electrical, plumbing or mechanical systems or apparatus have been inspected and approved as required by this code. The Construction Services Administrator shall have authority to remove or cause the removal of any obstructions which may prevent the proper inspection of new construction, electrical, plumbing or mechanical systems or apparatus. Upon the completion of the new construction, electrical, plumbing or mechanical systems or apparatus in any building, it shall be the duty of the company, firm or individual doing the same to notify the Construction Services Administrator, who shall inspect the same on receipt of such notice for conformance to the provisions of this code. Certificates of occupancy shall not be issued unless the new construction, electrical, plumbing or mechanical systems or apparatus are in conformity with the rules and regulations set forth in this code.

10-5-13: STOP WORK ORDER:

Authority: Whenever the Construction Services Administrator finds any work regulated by this code being performed in a manner either contrary to the provisions of this code or dangerous or unsafe, the Construction Services Administrator shall be authorized to issue a stop work order.

Issuance: The stop work order shall be in writing and shall state the reason for the order and the conditions under which the work will be permitted to resume. The stop work order shall be given to the owner of the property involved, or to the owner's agent, or to the person doing the work. Upon issuance of a stop work order, all work shall immediately cease. All other persons shall vacate the job site immediately or be subject to penalties as prescribed by law.

Unlawful Continuance: Upon issuance of a stop work order, all work shall immediately cease and all persons shall vacate the job site immediately. Any work on the premise shall be limited to the removal or correction of the violation or unsafe condition.

10-5-14: DELETIONS

The following are deleted from the International Mechanical Code (IMC), and International Residential Code chapters 12-23, and are of no force or effect in this chapter:

A. IMC Sections:

103.3	Deputies
104.5	Identification
105.1.1	Annual Permit
105.1.2	Annual Permit Records
105.3.2	Time Limitation of Application
105.4.3	Expiration
105.4.4	Extensions
105.4.7	Posting of Permit

108	Fees
112	Means of Appeal
113	Board of Appeals

10-5-15: AMENDMENTS: The paragraphs in this section represent amendments to the requirements contained in the International Mechanical Code. The International Residential Code chapters 12-23 may be used for one and two family dwellings and townhomes up to 3 stories in height as long as the language meets or exceeds the International Mechanical Code language.

Delete all references to the "International Plumbing Code" and insert in lieu thereof:

Uniform Plumbing Code as adopted by the State of Iowa

Delete all reference to the electrical provisions of the International Residential Code and insert in lieu thereof:

National Electrical Code as adopted by the state of Iowa.

Section 101.2 Scope: Delete the phrase "International Fuel Gas Code" and insert in lieu thereof "NFPA 54, National Fuel Gas Code current edition, NFPA 58, Liquified Petroleum Gas Code current edition, the provisions of 661 – chapter 226; and the state plumbing code".

Section 304.11 Guards: Delete the last sentence and insert in lieu thereof the following new exception:

Guards are not required where permanent fall arrest/restraint anchorage connector devices that comply with ANSI/ASSE Z 359.1 are affixed for use during the entire lifetime of the roof covering. The devices shall be evaluated for possible replacement when the entire roof covering is replaced and be placed not more than 10 feet (3048 mm) on center along hip and ridge lines and placed not less than 10 feet (3048 mm) from roof edges and the open sides of walking surfaces.

Section 306.1 Access: Delete the last sentence and insert the following in lieu thereof:

An unobstructed level working space at least 30 inches deep and 30 inches wide shall be provided on any side of equipment where service access is required. The authority having jurisdiction may approve service reductions prior to equipment installation, provided that the manufacturer's instructions are met.

Section 306.2 Appliances in Rooms and Closets: Delete this section and insert the following in lieu thereof:

Rooms and closets containing appliances shall be provided with a door and an unobstructed passageway measuring not less than 36 inches wide and 80 inches high and a level service space not less than 30 inches deep and 30 inches wide at the front service side of the appliance with the door open.

Section 306.5 Equipment or Appliances On Roofs or Elevated Structures: Amend this section by:

a. Adding the following to the end of the section: "If the tenants of a multiple tenant building have, or are allowed to have, mechanical facilities on the roof or which penetrate the roof, then roof access ladders must be provided for use by all such tenants and their agents and contractors in a manner that does not require accessing space under the control of another tenant."

b. Deleting the following: "Exception: This section shall not apply to Group R-3 occupancies."

c. Adopting new Section 306.5.3 as follows: 306.5.3 Visual screening of rooftop equipment. Equipment screening shall not be installed to the rooftop unit or the curb of the rooftop unit unless specified in the mechanical equipment manufacturer's installation instructions

Section 401.1 Scope: Delete this section and insert the following in lieu thereof:

This chapter shall govern the ventilation of spaces within a building intended to be occupied, and the buildings meet either the requirements of ASHRAE Standard 62.1, "Ventilation for Acceptable Indoor Air Quality," 2019 edition, published by the American Society of Heating, Refrigeration, and Air-Conditioning Engineers, 1791 Tullie Circle N.E., Atlanta, GA 30329, or the requirements contained in this chapter. Mechanical exhaust systems, including exhaust systems serving clothes dryers and cooking appliances; hazardous exhaust systems; dust, stock, and refuse conveyor systems; subslab soil exhaust systems; smoke control systems; energy recovery ventilation systems; and other systems specified in Section 502 shall comply with Chapter 5.

Section 504.9.2 Duct Installation: Delete this section and insert the following in lieu thereof:

Exhaust ducts shall be supported at intervals not to exceed 4 feet, and shall be secured in place. The insert end of the duct shall extend into the adjoining duct or fitting in the direction of airflow. Exhaust duct joints shall be sealed in accordance with section 603.9 and shall be mechanically fastened. Ducts shall not be joined with screws or similar fasteners. Where dryer exhaust ducts are enclosed in a wall or ceiling cavities, such cavities shall be of sufficient size to allow the installation of the duct, without changing the configuration of the duct.

Section 506.3.13.3 Termination Location: Delete this section and insert the following in lieu thereof:

Exhaust outlets shall be located not less than 10 feet (3048 mm) horizontally from parts of the same or contiguous buildings, adjacent buildings and adjacent property lines; not less than 10 feet (3,048 mm) above the adjoining grade level; and not less than 20 feet horizontally/ vertically from or not less than 5 feet above air intake openings and operable doors and windows into any building.

Section 507.3 Type II Hoods: Add the following exceptions:

1. Dishwashers that heat water at 140 degrees Fahrenheit or less.

2. Heat and moisture loads incorporated into the HVAC system design or into the design of a separate removal system.

Section 508.1.1 Makeup Air Temperature: Add the following language:

All kitchen makeup air systems shall be verified by a certified TAB (testing and balance) contractor to heat makeup air to within 10 degrees of room temperature set point and the TAB contractor certified by NEBB, TABB, or other certifying organization as approved by the Authority Having Jurisdiction.

Section 601.5 Return Air Openings: Add the following:

11. Return air openings shall be located at least 18 inches from supply air openings and air throw directed away from return air openings to reduce short cycling of air. Exception: Factory-made concentric duct terminations.

12. One return air opening per floor is required on a central duct return system per ACCA Manual D, Appendix 8, and return air transfer openings are required on all bedrooms when dedicated return air openings are not used.

Section 603 Duct Construction and Installation: Add the following subsection:

Section 603.1.1 Duct Location: Air plenums and ducts located in floor and wall cavities shall be separated from unconditioned space by construction with insulation to meet energy code requirements. These areas include but are not limited to exterior walls, cantilevered floors, and floors above garages.

Section 604.3 Coverings and Linings: Insert the following to the existing text.

The use of air-inflated/encapsulated (air gap) duct wrap to achieve required R-values shall be prohibited.

Section 607.6.2 Membrane Penetrations: Add the following subsections:

607.6.2.1.3 Access ceiling radiation dampers shall be provided with an approved means of access that is large enough to permit inspection and maintenance of the damper and its operating parts and dampers equipped with fusible links and internal operators be provided for both with either an access door that is not less than 12 inches (305 mm) square, or a removable duct section.

607.6.2.1.4 Identification of ceiling radiation damper locations and access points shall be permanently identified on the exterior by a label or marking acceptable to the authority having jurisdiction.

10-5-16: CONFLICTING PROVISIONS:

In any case where the provisions of this chapter, or the International Mechanical Code, or International Residential Code chapters 12-23, adopted hereby, are found to be in conflict with a provision of the code of Iowa or a provision of any zoning, building, fire, safety or health ordinance or code of the city of Clive, Iowa, the provision which establishes the higher standard for the promotion and protection of the health and safety of the people shall prevail.

10-5-17: SITE MAINTENANCE:

A. It shall be the permit holder's responsibility to inspect the construction site on a daily basis to ensure that the site is clean and free of excess debris. In no case shall debris, refuse, and/or junk be permitted to blow, drift, or otherwise be deposited upon an adjacent street or property.

B. Similarly, the permit holder shall be solely responsible for controlling erosion on site throughout the duration of the construction project. Erosion control shall be managed in accordance with chapter 11 of this title.

10-5-18: STREET PROTECTION: No person performing construction of any nature or furnishing materials or performing services within the city shall drive across or cause any vehicle, trailer, implement, equipment, materials, or supplies to cross any street curbing without adequately protecting the street curbing from damage thereby.

10-5-19: VIOLATIONS: 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 of ordinances. Each day that a violation occurs shall constitute a separate offense. In the event that 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.

10-5-20: APPEALS: Any person affected by a decision of the Construction Services Administrator may request and shall be granted a hearing on the decision, as described in title 2, chapter 2 of this code.

CHAPTER 6
FUEL GAS CODE

10-6-1: Short Title
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10-6-4: Interpretation
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10-6-6: Scope
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10-6-12: Stop Work Order
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10-6-14: Amendments
10-6-15: Conflicting Provisions
10-6-16: Site Maintenance
10-6-17: Street Protection
10-6-18: Violations
10-6-19: Appeals

10-6-1: SHORT TITLE: This chapter shall be known as the *CLIVE FUEL GAS CODE*, and may be cited as such and may also be known, referred to and cited as the "fuel gas code".

10-6-2: PURPOSE: It is the purpose of this chapter to require architects, builders, contractors, property owners, their agents, and others to meet their responsibilities with respect to proper fuel gas installation, material selection, installation methods, and premises safety, 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.

10-6-3: 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 premise 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.

10-6-4: INTERPRETATION: The foregoing statements of legislative intent shall govern and take precedence over any other language contained in this chapter or Chapter 12 of the Uniform Plumbing Code (UPC), NFPA 54 National Fuel Gas Code, and NFPA 58 Liquefied Petroleum Gas Code.

10-6-5: ADOPTION: Pursuant to state published notice and public hearing, as required by state law, Chapter 12 of the Uniform Plumbing Code (UPC), NFPA 54 National Fuel Gas Code, and NFPA 58 Liquefied Petroleum Gas Code, published by the International Association of Plumbing and Mechanical Officials, National Fire Protection Association, and the American Gas Association, year and edition as amended and adopted by the Iowa Department of Inspections, Appeals and Licensing (DIAL), is adopted in full except for such portions as may be hereinafter deleted, modified, or amended, and shall constitute the "fuel gas code of the city of Clive, Iowa". The use of the term "fuel

gas code" in this chapter shall be interpreted to refer to Chapter 12 of the Uniform Plumbing Code (UPC), NFPA 54 National Fuel Gas Code, and NFPA 58 Liquefied Petroleum Gas Code, year and edition as adopted by DIAL. An official copy of Chapter 12 of the Uniform Plumbing Code (UPC), NFPA 54 National Fuel Gas Code, and NFPA 58 Liquefied Petroleum Gas Code, as adopted, and a certified copy of this chapter can be viewed in the community development department.

10-6-6: SCOPE: This code shall regulate the design, installation, maintenance, alteration, and inspection of fuel gas systems. The provisions of this fuel gas code shall apply to:

A. New Construction:

1. Public or private mechanical installations as governed by this fuel gas code.

B. Existing Buildings:

1. Additions to, alterations of, and repairs to existing fuel gas systems, if covered by this fuel gas code. The Construction Services Administrator may, when such additions, alterations, or repairs are made, order other reasonable additions or alterations to the fuel gas systems on a premises when a danger to life or property may result if such other additions or alterations were not made.

2. Installations, which were in compliance with the fuel gas code in existence at the time such installations were made, shall be presumed to be safe and proper, which presumption can be rebutted by evidence that the installation may be dangerous to life or property.

3. If the classification of a building has been changed due to a change in occupancy, the fuel gas systems in the entire building shall comply with all the fuel gas standards applicable to the new classification. If the occupancy of a building has been changed to a mixed occupancy, with the required fire separation between the mixed occupancy, each occupancy shall comply with its own particular classification and shall have fuel gas systems installed in compliance with the fuel gas standards of its particular classification.

10-6-7: INDEMNIFICATION: The applicant for any permit under this code, 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 permit or the doing of anything there under, or the failure of such applicant, or the agents, employees or servants of such applicant, to abide by or comply with any of the provisions of this code 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 permit issued under this code whether expressly recited therein or not.

10-6-8: PERMIT REQUIREMENTS, CONDITIONS, AND FEES:

A. Required: Any owner or authorized agent who intends to repair, install, add, alter, remove, convert, or replace any fuel gas system or part thereof, of which is regulated by this fuel gas code, or to cause any such work to be done, shall not do so without first securing a permit from the community development department.

B. Issuance: After proper application on forms provided by the community development department, permits shall be issued in the name of the property owner or of a firm or corporation registered with the Iowa Department of Inspections, Appeals and Licensing, according to their rules and standards. The property owner or authorized representative of the firm or corporation named on the registration shall sign all applications for permits. Permits are not transferable. No permits shall be issued to any person, firm, or corporation who has fees outstanding or who has outstanding violations of any ordinance of the city.

C. Fees: There shall be a fee paid for the issuance of permits. Permit fees and fees for other inspections shall be set forth in a fee schedule established and approved from time to time by the city council. Fees on all buildings or structures constructed by any unit of the government or nonprofit organization may be waived by the city council. No fees shall be collected on buildings or structures constructed by or for the city.

D. Expiration:

1. Every permit issued under the provisions of this code shall expire by limitation and become null and void, if the work authorized by such permit is not commenced within ninety (90) days from the date of issuance of such permit, or if the work authorized by such permit is suspended or abandoned at any time after the work is commenced for a period of sixty (60) days. Expired permits are subject to permit re-issuance fees as set forth in the adopted fee schedule.

2. All permits shall expire after three hundred sixty five (365) days unless an extension is requested in writing to the Construction Services Administrator fourteen (14) days prior to expiration of said permit. The Construction Services Administrator may refuse any extension, but shall do so in writing within seven (7) days of receipt of the extension request. Expired permits are subject to permit re-issuance fees as set forth in the adopted fee schedule.

3. In addition, any time work is suspended or abandoned for more than ten (10) days, the permit shall expire due to neglect if the site is not properly secured, including:

a. Removal of all construction debris, materials, weeds, etc., that makes the area unsightly and creates a public nuisance.

b. A fence to protect any excavation, including open basement foundations, in order to prevent the creation of an attractive nuisance in the neighborhood.

c. Ground cover, silt fencing, etc., shall be provided to help prevent erosion and damage to surrounding properties. Consideration may be given to proximity of the construction site, as described in chapter 11 of this title.

E. Revocation: Any permit required by the provisions of this code may be summarily revoked by the Construction Services Administrator upon the violation of any provision of this code.

F. Outstanding Permits: If a permit is outstanding on the effective date hereof, the provisions of this chapter and Chapter 12 of the Uniform Plumbing Code (UPC), NFPA 54 National Fuel Gas Code, and NFPA 58 Liquefied Petroleum Gas Code, adopted hereby, shall apply to the work authorized by such permit, except to the extent that the Construction Services Administrator shall determine that the application of such provisions to said work would be unreasonable. The burden shall be upon the holder of such permit to show the unreasonableness of such provisions.

G. Work Without Permit: If any repairs, additions, alterations, or demolitions to any building or portions of any fuel gas system, which is regulated by this code, the work having been completed without first obtaining a permit, the owner shall have the responsibility to certify that the work has been completed in accordance with the applicable codes. The Construction Services Administrator shall determine the appropriate level of special inspection necessary to ensure that the work was completed in accordance with the applicable codes. Special inspections shall be performed by an approved fuel gas inspector who is qualified and/or licensed to inspect work similar to that which is being performed. Work without a permit, other than minor work initiated for plan execution, will be subject to fees as set forth in the adopted fee schedule.

10-6-9: PLUMBING OR MECHANICAL CONTRACTORS LICENSE: Except as otherwise provided herein, no person shall engage or represent himself or herself to the public as engaging in the activity or business of installing, altering, or repairing any fuel gas system or apparatus for which permits are required by this code unless such person shall have first obtained from the state of Iowa, Department of Health, a plumbing or mechanical license, as provided for in chapter 105 of the state code.

10-6-10: 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 his/her 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.

10-6-11: INSPECTION: Except as otherwise provided in this code, no person shall cover or conceal or cause to be covered or concealed any new construction, electrical, plumbing, mechanical, or fuel gas system or apparatus for which a permit has been issued, until such new construction, electrical, plumbing, mechanical, fuel gas system or apparatus have been inspected and approved as required by this code. The Construction Services Administrator shall have authority to remove or cause the removal of any obstructions which may prevent the proper inspection of new construction, electrical, plumbing, mechanical, or fuel gas system or apparatus. Upon the completion of the new construction, electrical, plumbing, mechanical, or fuel gas system or apparatus in any building, it shall be the duty of the company, firm or individual doing the same to notify the Construction Services Administrator, who shall inspect the same on receipt of such notice for conformance to the provisions of this code. Certificates of occupancy shall not be issued unless the new construction, electrical, plumbing, mechanical, or fuel gas system or apparatus are in conformity with the rules and regulations set forth in this code.

10-6-12: STOP WORK ORDER:

Authority: Whenever the Construction Services Administrator finds any work regulated by this code being performed in a manner either contrary to the provisions of this code or dangerous or unsafe, the Construction Services Administrator shall be authorized to issue a stop work order.

Issuance: The stop work order shall be in writing and shall state the reason for the order and the conditions under which the work will be permitted to resume. The stop work order shall be given to the owner of the property involved, or to the owner's agent, or to the person doing the work. Upon issuance of a stop work order, all work shall immediately cease. All other persons shall vacate the job site immediately or be subject to penalties as prescribed by law.

Unlawful Continuance: Upon issuance of a stop work order, all work shall immediately cease and all persons shall vacate the job site immediately. Any work on the premise shall be limited to the removal or correction of the violation or unsafe condition.

10-6-13: DELETIONS

The following are deleted from Chapter 12 of the Uniform Plumbing Code (UPC), NFPA 54 National Fuel Gas Code, and NFPA 58 Liquefied Petroleum Gas Code, and are of no force or effect in this chapter:

A. Chapter 1 Administration

10-6-14: AMENDMENTS: The paragraphs in this section represent amendments to the requirements contained in Chapter 12 of the Uniform Plumbing Code (UPC), NFPA 54 National Fuel Gas Code, and NFPA 58 Liquefied Petroleum Gas Code.

Section 1208.5.3.5 Corrugated Stainless Steel Tubing (CSST): Delete this section and replace with the following:

Only CSST with an Arc Resistant Jacket or Covering System listed in accordance with ANSI LC1 (Optional Section 5.16)/CSA 6.26-2016 shall be installed in accordance with the terms of it's approval, the conditions of listing, the manufacturer's instructions and this code including electrical bonding requirements in section G2411. CSST shall not be used for through-wall penetrations from the point of delivery of the gas supply to the inside of the structure. CSST shall not be installed in locations where subject to physical damage unless protected in an approved manner.

Section 1211.3 Arc-Resistant Jacketed CSST: Delete section 1211.3 in its entirety.

10-6-15: CONFLICTING PROVISIONS: In any case where the provisions of this chapter, or Chapter 12 of the Uniform Plumbing Code (UPC) or NFPA 54 National Fuel Gas Code or NFPA 58 Liquefied Petroleum Gas Code, adopted hereby, are found to be in conflict with a provision of the code of Iowa or a provision of any zoning, building, fire, safety or health ordinance or code of the city of Clive, Iowa, the provision which establishes the higher standard for the promotion and protection of the health and safety of the people shall prevail.

10-6-16: SITE MAINTENANCE:

A. It shall be the permit holder's responsibility to inspect the construction site on a daily basis to ensure that the site is clean and free of excess debris. In no case shall debris, refuse, and/or junk be permitted to blow, drift, or otherwise be deposited upon an adjacent street or property.

B. Similarly, the permit holder shall be solely responsible for controlling erosion on site throughout the duration of the construction project. Erosion control shall be managed in accordance with chapter 11 of this title.

10-6-17: STREET PROTECTION: No person performing construction of any nature or furnishing materials or performing services within the city shall drive across or cause any vehicle, trailer, implement, equipment, materials, or supplies to cross any street curbing without adequately protecting the street curbing from damage thereby.

10-6-18: VIOLATIONS: 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 of ordinances. Each day that a violation occurs shall constitute a separate offense. In the event that 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.

10-6-19: APPEALS: Any person affected by a decision of the Construction Services Administrator may request and shall be granted a hearing on the decision, as described in title 2, chapter 2 of this code.

CHAPTER 7
EXISTING BUILDING CODE

10-7-1: Short Title
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10-7-8: Permit Requirements, Conditions, and Fees
10-7-9: Building Official
10-7-10: Inspection
10-7-11: Stop Work Order
10-7-12: Deletions
10-7-13: Amendments
10-7-14: Conflicting Provisions
10-7-15: Site Maintenance
10-7-16: Street Protection
10-7-17: Violations
10-7-18: Appeals

10-7-1: SHORT TITLE: The chapter shall be known as the *CLIVE EXISTING BUILDING CODE* and may be cited as such and may also be known, referred to and cited as the "existing building code".

10-7-2: PURPOSE: It is the purpose of this chapter to require architects, builders, contractors, property owners, their agents and others, to meet their responsibilities with respect to proper construction, construction techniques, and premises safety 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.

10-7-3: 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 premise 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.

10-7-4: INTERPRETATION: The foregoing statements of legislative intent shall govern and take precedence over any other language contained in this chapter or the International Existing Building Code, 2024 edition, adopted herein.

10-7-5: ADOPTION: Pursuant to published notice and public hearing, as required by law, the International Existing Building 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 "existing building code of the city of Clive, Iowa", to regulate the erection, construction, enlargement, alteration, repair, moving, removal, demolition, conversion, occupancy, equipment, use, height, area, and maintenance of structures in the city, and the same are, by this reference, incorporated herein as fully and completely as if set forth in full. The use of the term IEBC in this chapter shall be interpreted to refer to the International Existing Building Code, 2024 edition. An official copy of the International Existing Building Code, 2024 edition, as adopted, and a certified copy of this chapter can be viewed in the community development department.

10-7-6 SCOPE: The provisions of this Code shall apply to:

A. Existing Buildings:

1. Additions to, alterations of, relocations of, and repairs to existing buildings, if covered by this code. The Construction Services Administrator may, when such additions, alterations, relocations, or repairs are made, order other reasonable additions or alterations in a building, structure, or on a premises when a danger to life or property may result if such other additions or alterations were not made. In addition to the code requirements of this existing building code, the construction requirements for existing buildings identified in the International Fire Code, chapter 11, may apply as required by the Clive Fire Marshal.

2. Installations, which were in compliance with the code in existence at the time such installations were made, shall be presumed to be safe and proper, which presumption can be rebutted by evidence that the installation may be dangerous to life or property.

3. If the classification of a building has been changed due to a change in occupancy, the entire building shall comply with all the building standards applicable to the new classification. If the occupancy of a building has been changed to a mixed occupancy, with the required fire separation between the mixed occupancy, each occupancy thereof shall comply with its own particular classification.

B. Conversion to Condominium or Multiple Housing Cooperative:

1. The conversion of any building or portion thereof to a horizontal property regime or to a multiple housing cooperative shall be treated as a change of occupancy classification for the building.

2. Any person or entity seeking to establish a horizontal property regime or multiple housing cooperative by establishing a horizontal property regime pursuant to Iowa Code 499B or by establishing a multiple housing cooperative pursuant to Iowa Code 499A shall establish and document compliance with the following, by filing and obtaining approval from the community development department of the development application defined in subsection C3 of this section:

   a. That all materials, manner and means of construction in the proposed building meet current codes for new residential construction including current fire, building, plumbing, electrical, mechanical, energy conservation, and post construction stormwater management codes.

   b. That the building and site meet all requirements of the zoning ordinance that would be required for new residential construction.

   c. That the building and site meet all requirements for handicapped accessibility that would be required for new residential construction.

   d. That separate utility services, with separate metering, be provided to each dwelling unit that would be required for new residential construction.

3. At least sixty (60) days before a declaration or other instrument establishing a horizontal property regime pursuant to Iowa Code 499B or establishing a multiple housing cooperative pursuant to Iowa Code 499A ("declaration") is to be recorded in the office of the county recorder, any person or entity shall file a development application for approval with the

community development department. In addition to the development application, the applicant shall file the following:

a. A site plan, building plans, and code analysis demonstrating compliance with the provisions addressed above.

b. A copy of the declaration or other instrument consistent with Iowa Code 499A or 499B.

4. The declaration shall not be recorded unless a certificate of occupancy for the proposed building has been issued by the city.

10-7-7: INDEMNIFICATION: The applicant for any permit under this building code, 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 permit or the doing of anything there under, or the failure of such applicant, or the agents, employees or servants of such applicant, to abide by or comply with any of the provisions of this code 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 permit issued under this building code whether expressly recited therein or not.

10-7-8: PERMIT REQUIREMENTS CONDITIONS, AND FEES:

A. Required: Any owner or authorized agent who intends to repair, add to, alter, relocate, demolish, or change the occupancy of a building or to repair, install, add, alter, remove, convert, or replace any electrical, gas, mechanical, or plumbing system, the installation of which is regulated by this building code, or to cause any such work to be done, shall not do so without first securing a permit from the community development department.

B. Issuance: After proper application on forms provided by the community development department, permits shall be issued in the name of the property owner or of a firm or corporation registered with the Iowa Department of Inspections, Appeals and Licensing, according to their rules and standards. The property owner or authorized representative of the firm or corporation named on the registration shall sign all applications for permits. Permits are not transferable. No permits shall be issued to any person, firm, or corporation who has fees outstanding or who has outstanding violations of any ordinance of the city.

C. Fees: There shall be a fee paid for the issuance of permits. Permit fees, fees for other inspections, temporary certificate of occupancy application fees, temporary CO extension fees, work without a permit fees and permit reissuance fees shall be set forth in a fee schedule established and approved from time to time by the city council. Fees on all buildings or structures constructed by any unit of the government or nonprofit organization may be waived by the city council. No fees shall be collected on buildings or structures constructed by or for the city..

D. Expiration:

1. Every permit issued under the provisions of this code shall expire by limitation and become null and void, if the work authorized by such permit is not commenced within ninety (90) days from the date of issuance of such permit, or if the work authorized by such permit is suspended

or abandoned at any time after the work is commenced for a period of sixty (60) days. Expired permits are subject to permit re-issuance fees as set forth in the adopted fee schedule.

2. All permits shall expire after three hundred sixty five (365) days unless an extension is requested in writing to the Construction Services Administrator fourteen (14) days prior to expiration of said permit. The Construction Services Administrator may refuse any extension, but shall do so in writing within seven (7) days of receipt of the extension request. Expired permits are subject to permit re-issuance fees as set forth in the adopted fee schedule.

3. In addition, any time work is suspended or abandoned for more than ten (10) days, the permit shall expire due to neglect if the site is not properly secured, including:

   a. Removal of all construction debris, materials, weeds, etc., that makes the area unsightly and creates a public nuisance.

   b. A fence to protect any excavation, including open basement foundations, in order to prevent the creation of an attractive nuisance in the neighborhood.

   c. Ground cover, silt fencing, etc., shall be provided to help prevent erosion and damage to surrounding properties. Consideration may be given to proximity of the construction site, as described in chapter 11 of this title.

E. Revocation: Any permit required by the provisions of this code may be summarily revoked by the Construction Services Administrator upon the violation of any provision of this code.

F. Outstanding Permits: If a permit is outstanding on the effective date hereof, the provisions of this chapter, the International Existing Building Code, 2021 edition, adopted hereby, shall apply to the work authorized by such permit, except to the extent that the Construction Services Administrator shall determine that the application of such provisions to said work would be unreasonable. The burden shall be upon the holder of such permit to show the unreasonableness of such provisions.

G. Work Without Permit: If any repairs, additions, alterations, or demolitions to any building or portions of any building or any electrical, gas, mechanical, or plumbing system, the installation of which is regulated by this code, the work having been completed without first obtaining a permit, the owner shall have the responsibility to certify that the work has been completed in accordance with the applicable codes. The Construction Services Administrator shall determine the appropriate level of special inspection necessary to ensure that the work was completed in accordance with the applicable codes. Special inspections shall be performed by an approved building inspector who is qualified and/or licensed to inspect work similar to that which is being performed. Work without a permit, other than minor work initiated for plan execution, will be subject to fees as set forth in the adopted fee schedule.

10-7-9: 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 his/her 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.

10-7-10: INSPECTION: Except as otherwise provided in this code, no person shall cover or conceal or cause to be covered or concealed any new construction, electrical, plumbing or mechanical systems or apparatus for which a permit has been issued, until such new construction, electrical, plumbing or mechanical systems or apparatus have been inspected and approved as required by this code. The Construction Services Administrator shall have authority to remove or cause the removal of any obstructions which may prevent the proper inspection of new construction, electrical, plumbing or mechanical systems or apparatus. Upon the completion of the new construction, electrical, plumbing or mechanical systems or apparatus in any building, it shall be the duty of the company, firm or individual doing the same to notify the Construction Services Administrator, who shall inspect the same on receipt of such notice for conformance to the provisions of this code. Certificates of occupancy shall not be issued unless the new construction, electrical, plumbing or mechanical systems or apparatus are in conformity with the rules and regulations set forth in this code.

10-7-11: STOP WORK ORDER:

Authority: Whenever the Construction Services Administrator finds any work regulated by this code being performed in a manner either contrary to the provisions of this code or dangerous or unsafe, the Construction Services Administrator shall be authorized to issue a stop work order.

Issuance: The stop work order shall be in writing and shall state the reason for the order and the conditions under which the work will be permitted to resume. The stop work order shall be given to the owner of the property involved, or to the owner's agent, or to the person doing the work. Upon issuance of a stop work order, all work shall immediately cease. All other persons shall vacate the job site immediately or be subject to penalties as prescribed by law.

Unlawful Continuance: Upon issuance of a stop work order, all work shall immediately cease and all persons shall vacate the job site immediately. Any work on the premise shall be limited to the removal or correction of the violation or unsafe condition.

10-7-12 DELETIONS:

The following are deleted from the Existing Building Code, 2024 Edition (hereinafter known as the IEBC) and are of no force or affect in this chapter:

101.1	Title
101.2	Scope
103.0	Code Compliance Agency
105.1.1	Annual Permit
105.1.2	Annual Permit Records
105.3.2	Time Limitation of Application

105.5	Expiration
105.7	Placement of Permit
108.0	Fees
109.3.5	Lath or Gypsum Board Inspection
112.0	Means of Appeals

10-7-13: AMENDMENTS: The paragraphs in this section represent amendments to the requirements contained in the International Existing Building Code, 2024 edition.

Section 105.2 Work Exempt from Permit: Delete item number 1 and add the following in lieu thereof:

1. Private sidewalks and driveways

Section 303.2 Addition to Group E Occupancy: Delete this section and insert the following code sections and language.

Section 303.2 Addition To Group E Occupancy: Where an addition is added to an existing group E occupancy located in an area where the shelter design wind speed for tornadoes is 250 mph in accordance with Figure 304.2 (1) of ICC 500, and the program occupant load of the addition is 50 or more, the addition shall have a storm shelter constructed in accordance with chapters 1 through 5 and 8 of ICC 500.

For the purposes of this section, the installation of portable buildings for utilization on the campus or site for educational purposes shall be considered as an addition.

Exceptions:

1. Group E day care facilities
2. Group E occupancies accessory to place of religious worship
3. Additions meeting the requirements for shelter design in ICC 500
4. Accessory structures to existing group E sites where the occupancy classification of said structures are classified as Groups A-5 and U.

The aggregate area of all additions within a 10 (ten) year period shall be factored when determining the requirements of this section.

Section 303.2.1 Design Occupant Capacity: The required occupant capacity of the storm shelter shall include all buildings classified as a group E occupancy on the campus or site, (whichever is larger) and shall be the greater of the following:

1. The total occupant load of the classrooms, vocational rooms and offices in the group E occupancy.
2. The occupant load of any indoor assembly space that is associated with the group E occupancy.

Exceptions:

1. Where an addition is being added on an existing group E site, and where the addition is not of sufficient size to accommodate the required occupant capacity of the storm shelter for all of the buildings on site, the storm shelter shall at a minimum accommodate the required capacity for the addition.
2. Where approved by the code official, the required occupant capacity of the shelter shall be permitted to be reduced by the occupant capacity of any existing storm shelters on the campus or site.

Section 303.2.2 Location: Storm shelters shall be located within the buildings they serve or shall be located where the maximum distance of travel from not fewer than one exterior door of each building to a door of the shelter serving that building does not exceed 1,000 feet.

Section 505.3 Replacement Window for Emergency Escape and Rescue Openings: Delete this section and insert the following language:

Where replacement windows are required to provide emergency escape and rescue openings in Group R-2 and R-3 occupancies and one-and two-family dwellings and townhouses regulated by the International Residential Code, these replacement windows shall meet all the following conditions:

1. The window shall provide a minimum net clear opening of 4 square feet with a minimum net clear opening height of 24 inches and a minimum net clear opening width of 20 inches. Removal of a window sash or sashes shall not be allowed to establish the net clear opening size.
2. The window shall provide a minimum glass area of 5.7 square feet or 5.0 square feet for grade floor emergency escape and rescue openings.
3. The replacement window shall provide for an equal or greater window opening area than the existing window.
4. The bottom of the clear opening of the replacement window shall not be greater than 44 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.

Section 702.5 Replacement Window for Emergency Escape and Rescue Openings: Delete this section and insert the following language:

Where replacement windows are required to provide emergency escape and rescue openings in Group R-2 and R-3 occupancies and one-and two-family dwellings and townhouses regulated by the International Residential Code, these replacement windows shall meet all the following conditions:

1. The window shall provide a minimum net clear opening of 4 square feet with a minimum net clear opening height of 24 inches and a minimum net clear opening width of 20 inches. Removal of a window sash or sashes shall not be allowed to establish the net clear opening size.
2. The window shall provide a minimum glass area of 5.7 square feet or 5.0 square feet for grade floor emergency escape and rescue openings.

3. The replacement window shall provide for an equal or greater window opening area than the existing window.
4. The bottom of the clear opening of the replacement window shall not be greater than 44 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.

Section 1011.5.6 Existing Emergency Escape and Rescue Openings: Delete this section and insert the following language:

Where a change of occupancy would require an emergency escape and rescue opening at locations identified within the International Building Code or International Residential Code, existing operable windows serving as the emergency escape and rescue opening shall meet all the following conditions:

1. The window shall provide a minimum net clear opening of 4 square feet with a minimum net clear opening height of 24 inches and a minimum net clear opening width of 20 inches. Removal of a window sash or sashes shall not be allowed to establish the net clear opening size.
2. The window shall provide a minimum glass area of 5.7 square feet or 5.0 square feet for grade floor emergency escape and rescue openings.
3. The bottom of the clear opening of the existing window shall not be greater than 44 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.

10-7-14: CONFLICTING PROVISIONS: In any case where the provisions of this chapter, or the International Existing Building Code, 2024 edition adopted hereby, are found to be in conflict with a provision of the code of Iowa or a provision of any zoning, building, fire, safety or health ordinance or code of the city of Clive, Iowa, the provision which establishes the higher standard for the promotion and protection of the health and safety of the people shall prevail.

10-7-15: SITE MAINTENANCE:

A. It shall be the permit holder's responsibility to inspect the construction site on a daily basis to ensure that the site is clean and free of excess debris. In no case shall debris, refuse, and/or junk be permitted to blow, drift, or otherwise be deposited upon an adjacent street or property.

B. Similarly, the permit holder shall be solely responsible for controlling erosion on site throughout the duration of the construction project. Erosion control shall be managed in accordance with chapter 11 of this title.

10-7-16: STREET PROTECTION: No person performing construction of any nature or furnishing materials or performing services within the city shall drive across or cause any vehicle, trailer, implement, equipment, materials, or supplies to cross any street curbing without adequately protecting the street curbing from damage thereby.

10-7-17: VIOLATIONS: 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 of ordinances. Each day that a violation occurs shall constitute a separate offense. In the event that 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.

10-7-18: APPEALS: Any person affected by a decision of the Construction Services Administrator may request and shall be granted a hearing on the decision, as described in title 2, chapter 2 of this code.

Clive Fire
8800 Hickman Road
Clive, IA 50325
515.223.1595
cityofclive.com

Changes to Clive Fire Code (IFC 2024 Edition)

10-8-1 ADOPTION OF INTERNATIONAL FIRE CODE.

The *International Fire Code* (IFC), 2024 edition is hereby adopted by the Council for the purpose of prescribing regulations governing the safeguarding of life and property from fire and explosion hazards arising from the storage, handling, and use of hazardous substances, materials, and devices, and from conditions hazardous to life and property in the occupancy of buildings and premises in the City; providing for the issuance of permits for hazardous use or operations; that a certain document known as the *International Fire Code*, including Appendix Chapters B, C, D, and I as published by the International Fire Code Council, being particularly the 2024 editions thereof and the whole thereof, save and except those portions as are herein after deleted, modified, or amended by Section 10-8-4, one copy of the local amendments which have been and are now filed in the office of the Clerk and one complete set of the *International Fire Code*, 2024 edition, to include local amendments filed in the fire administrative offices, and the same are hereby adopted and incorporated as fully set out at length herein, and from the date on which this chapter shall take effect, the provision thereof shall be controlling within the limits of the City

10-8-2 DUTIES OF FIRE DEPARTMENT.

The *International Fire Code* as adopted and amended herein shall be enforced by the Fire Prevention Bureau of the City, which is hereby established and which shall be operated under the supervision of the Chief of the Fire Department.

10-8-3 STORAGE OF FLAMMABLES; DISTRICTS ESTABLISHED.

Establishment of limits and districts referred to and placed upon certain sections of the *International Fire Code*, 2024 edition, are as follows:

1. The limits referred to in Section 5806.2, in which flammable cryogenic fluids storage in stationary containers are prohibited, are hereby established as follows: the entire City except M-1 Light Industrial and M-2 Heavy Industrial District.
2. The limits that are placed on Chapter 57 in which outside aboveground storage of flammable or combustible liquids is restricted are hereby established as follows: the entire City except as allowed as a principal, accessory, or conditional use in the M-1 Light Industrial District and M-2 Heavy Industrial District. Exceptions:

A. An aggregate amount of 1,000 gallons or less may be stored above-ground on a premises if used exclusively for heating fuel oil. A permit is required and the proposed installation must be approved by the Code Official prior to the issuance of a permit.

B. After July 1, 2005, any new above ground installations of Class I liquids shall have an aggregate total of not more than 1,100 gallons; Class II liquids shall have an

aggregate total of not more than 5,000 gallons; and storage of more than 1,100 gallons shall be restricted to an approved vaulted tank above-ground where allowed as a principal, accessory, or conditional use in the M-1 and M-2 Zoning Districts; or 10,000 gallons or less of Class I or Class II liquids on construction sites, per legal lot or contiguous lots under common ownership. A permit is required and the proposed installation must be approved by the Code Official prior to the issuance of a permit.

C. After July 1, 2005, any new outside installation of a generator shall be limited to a maximum of 1,500 gallons of Type II fuel in a NFPA/UL compliant sub-base tank; quantities greater than 1,500 gallons, but less than 5,001 gallons of a Type II fuel shall be stored in an approved vaulted tank. Exception: Fuel storage requirements for generator use only shall not be limited to only M-1 and M2 Districts.

3. The limits that are placed on Chapter 57 in which new bulk plants and terminals for flammable or combustible liquids are prohibited, are hereby established as follows: the entire City.

4. The limits that are placed on Section 6104.2 (see Section 10-8-4, "Amendments to *International Fire Code*," of this chapter) in which storage of liquefied petroleum gases is to be restricted are hereby established as follows: the entire City.

5. The limits that are placed on Section 5601.1 in which storage of explosives and blasting agents is to be restricted are hereby established as follows: the entire City.

6. The limits that are placed on Section 5301.1 Exception 2, in which the storage of compressed natural gas is prohibited, are hereby established as follows: the entire City with the exception of M-1 and M-2 Districts.

10-8-4 AMENDMENTS TO INTERNATIONAL FIRE CODE.

The *International Fire Code* is amended and changed in the following respects.

1. Chapter 1 Section 101.1 Insert in Section 101.1 "the City of Clive."

2. Section 103.1.1 Add section 103.1.1 Definitions.

A. Wherever the word "jurisdiction" is used in the *International Fire Code*, it is the City of Clive, Iowa.

B. Where the party responsible for the enforcement of the *International Fire Code* is given a title of "Fire Marshal", and the following definition: "Fire Marshal is the Code Official of the Fire Prevention Bureau" or a duly authorized representative.

C. Whenever the words "Department of Fire Prevention" are used they shall be held to mean "Fire Prevention Bureau."

D. The word "shall" is mandatory, and the word "may" is permissive.

3. Section 113.4 Amend Section 113.4 Violation Penalties. 113.4 to read as follows: Persons who shall violate a provision of this Code, or shall fail to comply with any of the requirements thereof, or who shall erect, install, alter, repair, or do work in violation of the approved construction documents or directive of the Fire Code Official, or of a permit or certificate used under the provisions of this Code, shall be guilty of a misdemeanor crime punishable by a fine not exceeding $500.00 or by imprisonment not exceeding 30 days, or both such fine and imprisonment. Each day that a violation continues after due notice has been served shall be deemed a separate offense.

4. Section 114.4 Amend Section 114.4 Failure to Comply. 114.4 to read as follows: Any person who shall continue any work after having been served with a stop work

order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be liable to a fine as provided for in Section 10-8-11.

A. Reinspection Fees

First reinspection	No charge
Second reinspection	$100.00
Third reinspection	$200.00
Fourth reinspection	$400.00
Fifth or more reinspections	$800.00

5. Section 108.7 Mitigation Reimbursement Fees. Add Section 108.7 Mitigation Reimbursement Fees. Reimbursement fees that are actual and necessary expenses incurred in carrying out the mitigation of specialized emergencies including, but not limited to, hazardous materials, specialized rescue, and crime scenes (including arson) shall be invoiced to the responsible person, firm, or corporation. An available fee schedule shall be reviewed and posted annually by the Fire Chief's office. Fees may include, but not be limited to, personnel compensation, apparatus use, equipment use, and specialized contract labor associated with the mitigation of the specialized emergency.

6. Section 108.8 Negligent False Alarms. Add Section 108.8 Negligent false alarms. A negligent false alarm shall be determined by the Fire Chief or designee as an alarm due to cleaning, construction, maintenance, repair, or any other act determined to be negligent in nature. Negligence shall be further defined as any activity where the life safety system shall be placed on test prior to the activity being performed or any careless act causing an activation of an alarm system. The fee schedule is defined below.

The first false alarms during a calendar year	$500.00
The second false alarm during a calendar year	$500.00
The third false alarm during a calendar year	$1,000.00
The fourth false alarm and each false alarm thereafter during a calendar year	$1,500.00

7. Section 108.9 Excessive False Alarms Add Section 108.9 Excessive False Alarms. Because a false alarm for security, intrusion, robbery and other non-fire causes usually requires from one to three police officers to respond in individual vehicular units, depending on the type of alarm, and a false alarm for fire suppression or other firefighting incidents usually requires multiple firefighters from the Fire Department to respond in multiple and specialized firefighting equipment, depending on the type of alarm, the City shall assess a service charge fee to any alarm user that generates an unnecessary number of false alarm responses during a calendar year as listed below ("false alarm fee.") The alarm user shall pay the City the assessed false alarm fee within

20 days of the date an invoice is given to the alarm user for any false alarm created by the alarm user's alarm system in accordance with the following schedule:

The first and second false alarms during a calendar year	$0.00
The third false alarm during a calendar year	$75.00
The fourth false alarm during a calendar year	$100.00
The fifth false alarm and each false alarm thereafter during a calendar year	$150.00

A. After the second false alarm, the alarm user shall receive a written notice from the Chief. The notice shall require that, by a specified date, the alarm user shall have their alarm system inspected by an alarm company and alarm user shall review operational procedures with the alarm system operator and any other individuals having access to the use and operation of the alarm system. Notice or billing from the City to any alarm user shall be deemed to have been given or rendered on the date such notice or billing is deposited in the U.S. mail, first class postage, addressed to the alarm user at the address shown for the alarm user. The alarm user shall notify the applicable Chief, in writing, after the inspection by the alarm company has been completed, and shall provide to the Chief a copy of any report of service, repair, or inspection of the alarm system given by the alarm company. An alarm company providing an inspection or repair of an alarm system shall notify the Chief in advance of such service. The alarm company shall be assessed a fee of $100.00 by the City when the Police Department or Fire Department respond to a false alarm and it is determined by the City that an on-site employee of the alarm company directly caused the false alarm. In such a circumstance, the false alarm shall not count against the alarm user.

8. Section 116 Life Safety Plans. Add Section 116 Life Safety Plans. All life safety plans submitted for review to include, but not limited to, fire sprinkler system plans, fire alarm system plans, and clean agent system plans shall be designed and stamped by a person with a minimum of a NICET III certification, fire protection engineer, qualified engineer with two years demonstrated experience in life safety system design or equivalency as determined by the Code Official. Plan approval will be based upon the plans submitted by the equipment supplier utilizing the above requirements.

9. Add section 116.1. All Life Safety Plans submitted to the Clive Fire Department will require a technical assistance review from a third-party firm. Life Safety Plans submitted that currently bear the stamp of a licensed Fire Protection Engineer shall be exempt from this requirement.

10. Section 117 Inspection Tags. Add Section 117 Inspection Tags. Tags for inspection of fire suppression systems, fire extinguishers, and fire alarm systems are required to be purchased from the West Des Moines Fire Prevention Bureau for use in the City of Clive as part of the West Metro licensing for fire protection contractors.

11. Chapter 2 Section 202 Definitions. Add to section 202:

A. Business is a commercial enterprise or establishment that is not part of a home occupation, for the purpose of the Fire Code.

B. Commercial buildings or structures are buildings that are used for purposes other than detached dwellings, for the purpose of the Fire Code.

C. Condominium is a building or structure of residential occupancies containing sleeping units, or more than two dwelling units where the occupants are primarily permanent in nature, having public space, unless defined as a townhouse, for purpose of the Fire Code.

D. Fire Prevention Bureau is the Fire Department of the jurisdiction.

E. Home Occupation is any occupation or profession conducted solely by the resident occupants in their place of abode, involving primarily service and limited sale of commodities upon the premises, for the purposes of the Fire Code.

F. Licensed daycare is a daycare that is licensed with the State.

G. Licensed Fire Alarm Monitoring Service is a business that supplies or contracts with a UL listed remote station monitoring service.

H. WestCom is the 9-1-1 dispatch center that serves the City.

12. Amend Section 202 Amend the following definitions:

A. [M] Commercial Cooking Appliances are appliances used in a commercial food service establishment for heating or cooking food and which produce grease laden vapors, steam, fumes, smoke, or odors that are required to be removed through a local exhaust ventilation system. Such appliances include deep fat fryers; upright broilers; griddles; broilers; steam-jacketed kettles; hot-top ranges; under-fired broilers; (charbroilers); ovens; barbecues; rotisseries; residential stoves/ovens and similar appliances. For the purposes of this definition, a food service establishment shall include any commercial building, or a portion thereof, used for the preparation and serving of food including for employee purposes.

B. Dwelling is a detached building on a building site designed for and used exclusively for residential purposes by one and two families and containing one or two dwelling units, for the purpose of the Fire Code.

C. Dwelling Unit is one room or rooms connected together and containing independent cooking, sleeping, and bathroom facilities, constituting a separate, independent housekeeping establishment for one family, for owner occupancy, or rental or lease to the same family for a time period of more than 31 consecutive days and physically separated from any other dwelling unit by a wall or yard.

13. Chapter 3 General Precautions Against Fire.

A. Add Section 307.2.1.1 Responsible Agencies for Open Burning. Within the City limits; in Polk County, approval from Polk County Water, Air, and Waste Management Department and the Code Official; in Dallas County, approval from State IDNR and the Code Official; future annexed land shall use the County Water, Air, and Waste Management Department of record or IDNR and the Code Official.

B. Amend Section 307.4.1: Bonfires are prohibited within the City.

C. Amend Section 307.4.2: Open, uncontained Recreational Burning is prohibited within the City. *Recreational Fires* are permitted when they follow the requirements of added Section 307.6.

D. Add Section 307.6: Outdoor *Recreational Fires* are permitted when they meet the following requirements:

(1) Contained in a fireplace or grill, defined by the following requirements:

a. Fireplace: A structure, with an open recess at the base or a chimney or stack, with a grate for food preparation and provisions for under-fire air, for holding an outdoor fire off the ground.

i. Fuel shall consist of wood or charcoal only.

ii. Firewood shall be larger than two inches in diameter, and no longer than three feet in length. This requirement shall not apply to wood used/needed to start the fire (kindling).

iii. Device shall be no closer than 10 feet from any structure.

iv. Wood or charcoal within the device, shall not sit more than three feet above the base of the device.

v. Smoke shall not exit the user's property at or below the user's roof line.

vi. Shall not be used to dispose of yard waste, leaves, or twigs.

(2) Grill. A cooking utensil with a grate for food preparation and provisions for under-fire air, for holding an outdoor fire off the ground.

i. Fuel shall consist of wood or charcoal only.

ii. Firewood shall be larger than two inches in diameter, and no longer than three feet in length. This requirement shall not apply to wood used/needed to start the fire (kindling).

iii. Device shall be no closer than 10 feet from any structure.

iv. Wood or charcoal within the device, shall not sit more than three feet above the base of the device.

v. Smoke shall not exit the user's property at or below the user's roof line.

vi. Shall not be used to dispose of yard waste, leaves, or twigs.

E. Add section 308.1.11 Open Flame Cooking Devices. Replace with: No barbecue grills or other devices which produce ashes or embers shall be operated or stored within 20 feet of multi-story buildings such as apartment buildings and condominiums. A maximum of one 20# propane cylinder attached to the cooking device shall be allowed. Exception: One- and two-family dwellings and townhomes. Cooking devices or the propane cylinders shall not be stored inside the living unit of apartment buildings or condominiums.

14. Chapter 5 Fire Service Features.

A. Add section 507.5.1.2 Hydrant for Fire Department Connections. Buildings equipped with an automatic fire sprinkler system with Fire Department connections installed per NFPA 13 shall have a fire hydrant within 100 feet of the Fire Department connections.

(1) Exception: The distance shall be permitted to exceed 100 feet where approved by the Fire Code Official.

15. Chapter 9 Fire Protection Systems.

A. For the purposes of this section, "story" shall be defined as any level of a structure, whether above or below grade capable of occupancy.

B. Open corridors/hallways shall be required to have fire sprinklers installed in them when the building they are constructed in is required by this Code to have a fire sprinkler system.

C. An approved complete automatic fire extinguishing system shall be installed on all levels (including wood attics and wood cocklofts, but not wood attics and wood

cocklofts in one- and two- family dwellings) in all buildings and structures erected from and after the effective date of the ordinance codified by this chapter, in which the gross square floor area exceeds the amounts specified in the following tables. An “approved automatic fire extinguishing system” includes, but is not limited to, a complete automatic fire sprinkler system. The following sections requiring complete automatic fire sprinkler systems shall install the fire sprinkler system following NFPA 13 standards unless otherwise noted. Alternative automatic extinguishing systems may be used if in the opinion of the Code Official the same life safety and property conservation measures are equivalent to the NFPA standard listed in this Code.

D. Delete Sections 903.2.1, 903.2.1.1, 903.2.1.2, 903.2.1.3, 903.2.1.4, 903.2.1.5, 903.2.2, 903.2.3, 903.2.4, 903.2.5, 903.2.5.1, 903.2.5.2, 903.2.5.3, 903.2.6, 903.2.7, 903.2.8, 903.2.9, 903.2.9.1, 903.2.9.2.

SUPPRESSION TYPE		
Add section 903.2.1 Group A to read as follows: Group A: or as required by 903.2.1.6 or 903.2.1.7		
NFPA 13	A-1. Building or structures or portions thereof, having an assembly use, usually with fixed seating, intended for the production and viewing of the performing arts or motion pictures including, but not limited to: See IFC Occupancy Classification definition A-1	
NFPA 13	1. Occupant load of 299 or less	6,000 sq/ft
NFPA 13	2. Occupant load of 300 or more	0
	A-2. Building or structures or portions thereof, having an assembly use intended for food or drink consumption, including, but not limited to: See IFC Occupancy Classification definition A-2	
NFPA 13	1. Occupant load of 49 or less	1,500 sq/ft
NFPA 13	2. Occupant load of 50 or more	0 sq/ft
	A-3. Building or structures or portions thereof, having an assembly use intended for worship, recreation, or amusement and other assembly uses not classified elsewhere in group A, including, but not limited to: See IFC Occupancy Classification definition A-3	
NFPA 13	1. Occupant load of 299 or less	6,000 sq/ft
NFPA 13	2. Occupant load of 300 or more	6,000 sq/ft
	A-4. Building or structures or portions thereof, having an assembly 13 use intended for viewing of indoor sporting events and activities with spectator seating, including, but not limited to: See IFC Occupancy Classification definition A-4	
NFPA 13	1. Occupant load of 299 or less	6,000 sq/ft
NFPA 13	2. Occupant load of 300 or more	4,500 sq/ft

NFPA 13	A-5. Building or structures or portions thereof, having an assembly use intended for participation in or viewing outdoor activities including, but not limited to: See IFC Occupancy Classification Definition A-5 and IFC Section 903.2.1.5 for areas to be provided with protection.	1,000 sq/ft

SUPPRESSION TYPE		
Add section 903.2.2 Group B to read as follows: **Group B: or as required by 903.2.2.1 or 903.2.2.2**		
NFPA 13	B. Building or structures or portions thereof, used for office, professional, or service type transactions, including storage of records and accounts. Business occupancies shall include, but not be limited to: See IFC Occupancy Classification definition B.	6,000 sq/ft

SUPPRESSION TYPE		
Add section 903.2.3 Group E to read as follows: **Group E:**		
NFPA 13	Building or structures or portions thereof, used by six or more persons at any one time for educational purposes.	0 sq/ft
NFPA 13	A licensed daycare is any buildings or structures, or portions thereof, used for educational, supervision, or personal care services for more than five children older than $2^1/_2$ years of age shall be classified as an E occupancy.	0 sq/ft

SUPPRESSION TYPE		
Add section 903.2.4 Group F to read as follows: **Group F: or as required by 903.2.4.1, 903.2.4.2, or 903.2.4.3**		
NFPA 13	F-1. Moderate-hazard factory and industrial occupancies including factory and industrial uses not classified as group F division 2 occupancies shall include, but not be limited to: See IFC Occupancy Classification definition F-1.	2,500 sq/ft
NFPA 13	F-2. Low-hazard factory and industrial occupancy uses that involve the fabrication or manufacturing of noncombustible materials which during finishing, packing, or processing do not involve a significant fire hazard shall include, but not be limited to: See IFC Occupancy Classification definition F-2.	15,000 sq/ft

SUPPRESSION TYPE
Add section 903.2.5 Group H to read as follows:

Group H:		
NFPA 13	H-1. Building or structures or portions thereof, that pose a detonation hazard in excess of those listed in Table 5003.1.1 (See 2015 IBC) shall include, but not be limited to: See IFC Occupancy Classification definition H-1.	0 sq/ft
NFPA 13	H-3. Building or structures or portions thereof, which contain materials that readily support combustion or pose physical hazard in excess of those listed in Table 5003.1.1 (See 2015 IBC) shall include, but not be limited to: See IFC Occupancy Classification definition H-3.	0 sq/ft
NFPA 13	H-4. Building or structures or portions thereof, which contain materials that are health hazards in excess of those listed in Table 5003.1.1 (See 2015 IBC) shall include, but not be limited to: See IFC Occupancy Classification definition H-4.	0 sq/ft
NFPA 13	H-5. Semiconductors fabrication facilities and comparable research and development areas in which production materials are used, and s.f. the aggregate quantity of material is in excess of those listed in Tables 5003.1.1(See 2015 IBC) Such facilities and areas shall be designed and constructed in accordance with Section 415.10 of IBC. Design of the sprinkler system shall not be less than Table 903.2.5.2.	0 sq/ft
NFPA 13	FPA Pyroxylin plastics. Buildings or structures where cellulose nitrate film or pyroxylin plastics are manufactured, stored, or handled in quantities exceeding 100 pounds.	0 sq/ft

SUPPRESSION TYPE		
Add section 903.2.6 Group I to read as follows: **Group I:**		
NFPA 13D or NFPA 13R	I-1. Building or structures or portions thereof, housing more than 16 persons, on a 24-hour basis, who, because of age, mental disability, or other reasons, live in a supervised residential environment but which provides personal care services. The occupants are capable of responding to an emergency situation without physical assistance from staff. A facility such as the above with five or fewer persons shall be classified as Group R-3. A facility such as the above with at least six and not more than 16 persons shall be classified as Group R-4.	0 sq/ft
NFPA 13	I-2. Building or structures or portions thereof, used for medical, surgical, psychiatric, nursing, or custodial care on a 24-hour basis of more than five persons who are not capable of self-preservation. A facility such as the above with five or fewer persons shall be classified as Group R-3. Childcare facility is any buildings or structures, or a portion thereof, which provides care on a 24-hour basis to more than five children, $2^1/_2$ years of age or less, shall be classified as Group I-2.	0 sq/ft

NFPA 13	I-3. Building or structures or portions thereof, which are inhabited by more than five persons who are under restraint or security. See IFC Occupancy Classification definition I-3 for type of condition.	0 sq/ft
NFPA 13	I-4. Building or structures or portions thereof, which are occupied by persons of any age who receive custodial care for less than 24 hours by individuals other than parents or guardians, relatives by blood, marriage, or adoption and in a place other than the home of the person cared for. A facility such as the above with five or fewer persons shall be classified as Group R-3. Places of worship during religious functions are not included.	0 sq/ft
NFPA 13	Adult care facilities provide accommodations for less than 24 hours for more than five unrelated adults and provides supervision and personal care services. Childcare facilities provide supervision and personal care on less than a 24-hour basis for more than five children $2^1/_2$ years of age or less.	0 sq/ft

SUPPRESSION TYPE		
Add section 903.2.7 Group M to read as follows: **Group M: or as required in 903.2.7.1, 903.2.7.2, or 903.2.7.3**		
NFPA 13	Building or structures or portions thereof, for the display and sale of merchandise, and involving stocks of goods, wares, or merchandise, incidental to such purposes and accessible to the public shall include, but not be limited to: See IFC Occupancy Classification definition Group M. (High-piled storage to refer to Chapter 32 IFC)	6,000 sq/ft

SUPPRESSION TYPE		
Add section 903.2.8 Group R to read as follows: **Group R:**		
NFPA 13R in 4 stories or less, NFPA 13 in more than 4 stories, both systems to include attic space as NFPA 13	R-1. Hotels, motels, boarding houses (transient). (Occupy less than 30 days)	0 sq/ft
NFPA 13R in 4 stories or less, NFPA 13 in more than 4 stories, both systems to include attic space as NFPA 13	R-2. Apartment houses, condominiums, boarding houses (non-transient), convents, dormitories, fraternities and sororities, monasteries.	0 sq/ft
NFPA 13R to include attic space as NFPA 13	Convents, dormitories, fraternities and sororities, monasteries.	0 sq/ft
NFPA 13D	R-3. Dwellings.	8,000/ sq. ft.

NFPA 13D	R-3. Townhouse, 3 stories or less.	Per amended IRC
Townhouses that are not open on at least two sides are required to install fire sprinkler systems as set forth in the IFC, 2024 edition.		
NFPA 13D or NFPA 13R	R-4. Residential care/assisted living facilities for more than five, but not more than 16 occupants, excluding staff.	0 sq/ft

SUPPRESSION TYPE		
Add section 903.2.9 Group S to read as follows: **Group S: or as required by 903.2.9.3 or 903.2.9.4**		
NFPA 13	S-1. Moderate hazard storage occupancies including building or portions of buildings used for storage of combustible materials not classified as Group S, Division 2 or Group H occupancies but not be limited to: See IFC Occupancy Classification definition Group S-1.	6,000 sq/ft
NFPA 13	NFPA Repair garages/service stations	3,500 sq/ft
NFPA 13	Bulk storage of tires	20,000 cu ft
NFPA 13	S-2. Low-hazard storage occupancies, including buildings or portions of buildings, used for storage of noncombustible materials, but not be limited to: See IFC Occupancy Classification definition Group S-2	15,000 sq/ft

SUPPRESSION TYPE		
Add section 903.2.10.3 Group U to read as follows: **Group U:**		
NFPA 13	Private garages, carports, sheds, and agricultural buildings	N/A

E. Add Section 903.3.1.4 Fire Sprinklers for Canopies. A canopy covering a door that is required to be marked as an exit shall be required to have fire sprinklers installed outside that door if the canopy extends more than four feet out from the door and is 12 feet or less in height from the ground regardless if the canopy is combustible or noncombustible. All canopies, regardless of height or construction type, that have vehicle access under them with door openings shall be required to have fire sprinklers installed under the entire canopy.

(1) Exception. If a building is not required by Code to have a fire sprinkler system, Section 903.3.1.4 does not apply.

Commented [BB1]: 903.3.7.1 and 903.3.1.4 just switched to be in the correct order

F. Add Section 903.3.7.1 Fire Department Connection Identification. A minimum of 110 candela weatherproof strobe light suitable for cold weather use with a minimum of 75 candela at minus 30 degrees shall be tied into the building fire alarm system and

mounted directly above the Fire Department connection between seven feet and 10 feet in height from the ground or as approved by the Code Official.

G. Add Section 903.7 Fire Sprinkler Riser Room. A fire sprinkler riser room shall be separated from the electrical room. The riser room shall have no electrical panels, devices, or apparatus inside the room other than the outlets or support equipment (lighting) air compressor and heater required for the use by the fire sprinkler system or the fire alarm panel. Access to the fire sprinkler riser room shall not be accessed from the electrical room, but the electrical room may be accessed from the fire sprinkler riser room.

H. Add Section 903.7.1 Fire Sprinkler Riser Signage. Signage as determined by the Code Official shall be placed on the main sprinkler riser denoting a shunt trip has been installed.

16. Standpipe Systems.

A. Add Section 905.3.8 Additional Standpipe Systems. Additional standpipe systems may be added to new buildings or structures as deemed necessary by the Code Official.

17. Portable Fire Extinguishers.

A. Amend Table 906.3 (1) Fire Extinguishers for Class A Fire Hazards to read as follows:

(1) Portable fire extinguishers for fire protection in low and moderate hazard occupancies shall be five pounds ABC in buildings that are covered throughout with a fire sprinkler system. If there is no fire sprinkler system in low or moderate hazard occupancy, a 10-pound ABC fire extinguisher shall be installed. Spacing is based on a 75-foot travel distance to the fire extinguisher. Portable fire extinguishers for fire protection in high hazard occupancies shall be 10-pound ABC in buildings that are covered throughout with a fire sprinkler system. If there is no fire sprinkler system in a high hazard occupancy, a 20-pound ABC fire extinguisher shall be installed. Spacing is based on a 50-foot travel distance to the fire extinguisher.

B. Amend Table 906.3(2) Fire Extinguishers for Flammable and Combustible Liquids with Depths of Less Than or Equal to 0.25 in. to read as follows:

(1) Portable fire extinguishers for fire protection in low hazard occupancies shall be five-pound ABC in buildings that are covered throughout with a fire sprinkler system. If there is no fire sprinkler system in a low hazard occupancy, a 10-pound ABC fire extinguisher shall be installed. Spacing is based on a 50-foot travel distance to the fire extinguisher. Portable fire extinguishers for fire protection in moderate hazard occupancies shall be 10-pound ABC in buildings that are covered throughout with a fire sprinkler system. If there is no fire sprinkler system in a moderate hazard occupancy, a 20-pound ABC fire extinguisher shall be installed. Spacing is based on a 50-foot travel distance to the fire extinguisher. Portable fire extinguishers for fire protection in high hazard occupancies shall be 20-pound. ABC in buildings that are covered throughout with a fire sprinkler system. If there is no fire sprinkler system in a high hazard occupancy, a 20-pound. ABC fire extinguisher shall be installed. Spacing is based on a 50-foot travel distance to the fire extinguisher with a fire sprinkler system, 30-foot travel distance with no fire sprinkler system. Other hazardous occupancies will refer to NFPA 10.

18. Fire Alarm and Detection Systems.

A. Add Section 907.1.4. Fire Alarm Control Panels.

B. Each building shall have no more than one Fire Alarm Control Panel (FACP).

C. Panel Height. Installation of the fire alarm panels shall not exceed six feet in height measured from the floor to the top of the panel.

(1) Exception 1. Panel height may be altered by the Code Official.

(2) Exception 2. Suppression system releasing panels are not required to meet limitation in the number of panels.

D. Amend section 907.2 Where Required General to read as follows: An approved addressable fire alarm system meeting provisions of this Code and NFPA 72 shall be installed when the gross square footage of a building is equal to or greater than the area as specified in Sections 903.2.1 through 903.2.11 inclusive, subject to the authority having jurisdiction or by Section 907.2, which ever shall be more restrictive. Exceptions:

(1) Buildings with eight or less initiating devices may use zoned systems provided only one device is used per zone. Each device shall have a plain English LCD (liquid crystal display). This alpha/numeric descriptor location is required to be reported to the WestCom Dispatch Center upon activation of the fire alarm system.

(2) R-3 dwellings are not required to meet Section 907.2 of this Code.

(3) Townhouses are required to be monitored only if a single fire sprinkler system is used for multiple units.

E. Add Section 907.2(a) Manual Fire Alarm Pull Boxes. Manual fire alarm pull boxes, “pull stations,” shall be required where deemed necessary by the Code Official.

F. Add Section 907.2(b) Monitoring. All fire alarm systems shall be monitored by a UL listed monitoring station.

G. Add section 907.2(c) Location. Each address point ID shall have an alpha/numeric descriptor location for the fire alarm system. This alpha/numeric descriptor location is required to be reported to the City Fire Department dispatch center upon activation of the fire alarm system.

H. Add Section 907.2(d) Where Required. Where corridors or hallways are protected by fire sprinkler systems, they shall also be protected by smoke detection. Smoke detection shall be of the photoelectric type or as approved by the Code Official.

I. Amend Section 907.2.3 General to read as follows: Educational occupancies shall have a monitored fire alarm system. Upon notification, existing educational occupancies having existing fire alarm systems shall comply within two years to meet the monitoring of the fire alarm system.

J. Delete Sections 907.2.8 and 907.2.9.

K. Add Section 907.2.8 Group R General. Group R-1 and Group R-2 apartment houses, condominiums, and boarding houses (non-transient) convents, dormitories, fraternities, sororities, and monasteries; and Group R-4 shall have a monitored addressable fire alarm system. Upon adoption of this Fire Code, Group R-1; Group R-2 apartment houses, condominiums, and boarding houses (non-transient) convents, dormitories, fraternities, sororities, and monasteries that have existing automatic fire alarm systems shall comply within five years to have that fire alarm system monitored.

L. Amend Section 907.2.11 Single and Multi-Station Smoke Alarms to read as follows: Listed single- and multiple-station smoke alarms complying with UL 217 shall be installed in accordance with provisions of this Code and the household fire warning equipment provision of NFPA 72. Smoke alarms shall be addressable with sounder bases and tied into the building fire alarm system as a supervisory signal only. Mini horns are not required if notification from a building fire alarm system is through the smoke alarms with sounder bases.

(1) Note: Section 907.2.11 only applies to R-1, R-2, R-4, and I-1 occupancies.

M. Add Section 907.6.4.3 Zone and Address Location Labeling. Fire alarm panels shall have all zones and address points plainly and permanently labeled as to their location on the outside of the panel or on an easily readable map of the building, if no display screen is present.

N. Amend Section 907.6.6 Monitoring General to read as follows: When required by this chapter, or the Code Official, an approved UL listed remote station in accordance with NFPA 72 shall monitor fire alarm systems to provide for the immediate and automatic notification of the Fire Department.

(1) Exception. Supervisory service is not required in one- and two-family dwellings.

O. Add Section 910.1 Exception 1. The Code Official may require smoke removal equipment be installed if it is deemed necessary by the Code Official for the protection of life and property.

P. Add Section 912.1.1 Fire Department Connection Height. The Fire Department connection shall be located not less than 18 inches from the bottom of the cap(s) and not more than three feet from the top of the cap(s) above the level of the adjacent grade or access level. The Code Official, for just cause, may grant deviation to this height.

Q. Amend Section 912.4 Access around Fire Department Connections to read as follows: Immediate access to Fire Department connections shall be maintained at all times and without obstruction by fences, bushes, trees, walls, or any other objects for a minimum of a five-foot clear space on each side of the connection to include in front of and above the connection.

19. Section 915 Carbon Monoxide Detection

A. Amend Section 915.2 Locations to read Carbon monoxide detection shall be installed in the locations specified in Sections 915.2.1 through 915.2.6.

20. Section 1009 Accessible Means of Egress.

A. Add to Section 1009.2 Continuity and Components Item #11.

(1) 11. Components of exterior walking surfaces shall be concrete, asphalt, or other approved hard surface.

21. Section 1013 Exit Signs.

A. Add Section 1013.1.1 Additional Exit Signs. Exit signs may be required at the discretion of the Code Official to clarify an exit or exit access.

22. Chapter 33 Fire Safety During Construction and Demolition.

A. Amend Section 3307.1 Required Access. Construction sites shall have approved access roads as noted on the approved site plan to all areas of building or structure being constructed prior to actual construction taking place. Access roads to buildings or structures shall be constructed to provide vehicular access to within 50 feet

of the building or structure with the middle of the building or structure no further than 150 feet from the access road. If the middle of the building or structure is more than 150 feet from the access road, temporary access roads shall be constructed around the building or structure where topography allows. It is highly recommended to install parking lots if planned for, prior to the beginning of construction, for storage of construction material and easier access to the site. Access road surface material shall be of aggregate or a base layer of asphalt capable of meeting load limits under all weather conditions as outlined in Appendix D § D 102 of this Code for fire apparatus imposed loads unless otherwise approved by the Code Official. Vehicle access shall be maintained until permanent Fire Apparatus Access Roads are available.

B. Add Section 3312.2 Temporary Fire Department Connections. Where an automatic sprinkler system is being installed in a building under construction, temporary dry connections shall be made to a Fire Department connection as areas of the system are completed when combustible materials are being used for construction.

C. Add Section 3312.2.1 Temporary Fire Department Connection Identification. Where a temporary Fire Department connection is provided, temporary weatherproof signage shall also be provided to indicate what areas of the building under construction are served by the Fire Department connection.

23. Chapter 41 Temporary Heating and Cooking Operations

A. Amend Section 4104.2 Open Flame Cooking Devices. Refer to Local Amendment 308.1.11

24. Chapter 50 Hazardous Materials – General Provisions.

A. Add Section 5003.14 Hazardous Substances, Notification and Cleanup.

B. Scope. This section shall apply to the release of hazardous substances and the notification, cleanup, and recovery of costs associated with the mitigation of hazardous conditions.

C. Definitions. For the purpose of this section, these words have the following Meaning:

(1) “Cleanup” means the removal of the hazardous substances to a place where the waste will not cause any danger to persons or the environment, in accordance with the State statutes, rules, and regulations therefore, or the treatment of the material, as defined herein, to eliminate the hazardous condition, including the restoration of the area to a general good appearance without noticeable odor as far as practicable. “Cleanup” includes all actions necessary to contain, collect, identify, analyze, treat, disperse, remove, or dispose of a hazardous substance and to restore the sites from which the hazardous substance was cleaned up.

(2) “Hazardous condition” means any situation involving the actual, imminent, or probable spillage, leakage, or release of a hazardous substance:

a. Within the City or onto City property located outside the City which, because of the quantity, strength, and toxicity of the hazardous substance, its mobility in the environment and its persistence, creates an immediate potential danger to the public health or safety; or

b. Onto land, into the waters within the State, or into the atmosphere, but outside the City, which, because of the quantity, strength, and toxicity of the hazardous

substance, its mobility in the environment and its persistence, creates an immediate potential danger to the public health or safety of persons or property within the City.

Hazardous conditions include any accident involving hazardous materials required to be reported under Section 321.266 (4) of the *Code of Iowa*.

(3) "Hazardous Substance" means any substance or mixture of substance that presents a danger to the public health or safety or environment and includes, but is not limited to, a substance that is toxic, corrosive, or flammable, or that is an irritant or that, in confinement, generates pressure through decomposition, heat, or other means. The following are examples of substances which, in sufficient quantity, may be hazardous: acids; alkalis; explosives; fertilizers; heavy metals such as chromium, arsenic, mercury, lead and cadmium; industrial chemicals; paint thinners; paints; pesticides; petroleum products; poisons; radioactive materials; sludges; and organic solvents. "Hazardous substance" includes any hazardous waste identified or listed by the Administrator of the United States Environmental Protection Agency under the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976, or any toxic pollutant listed under §307 of the Federal Water Pollution Control Act of 1976, as amended to January 1, 1977, or any hazardous material designated under §311 of the Federal Water Pollution Control Act, as amended to January 1, 1977, or any hazardous materials designated by the Secretary of Transportation under the Hazardous Materials Transportation Act, or any hazardous substance listed under the Comprehensive Environmental Response, Compensation, and Liability Act of 1980.

(4) "Person" is a natural person, his or her heirs, executors, administrators, or assigns, and also includes a firm, partnership, or corporation, its or their successors or assigns, or any other similar legal entity or the agent of any of the aforesaid.

(5) "Responsible Person" means the person, whether the owner, agent, lessor, or tenant, in charge of the hazardous substance being stored, processed, or handled, or the owner or bailee transporting hazardous wastes or substances whether on public ways or grounds or on private property where the spill would cause danger to the public or to any persons or to the environment.

(6) "Treatment" means a method, technique, or process, including neutralization, designed to change the physical, chemical, or biological character or composition of a hazardous substance so as to neutralize it or to render the substance non-hazardous, safer for transport, amenable for recovery, amenable for storage, or to reduce it in volume.

Treatment includes any activity or processing designed to change the physical form or chemical composition of hazardous substance to render it nonhazardous.

D. Notifications. When a hazardous condition is created, the responsible person shall notify WestCom 911 Dispatch Center and the Fire Department immediately upon discovery of the condition, but in no instance later than 30 minutes after the discovery of the hazardous condition.

E. Cleanup Required. Whenever a hazardous condition is created by the deposit, injection, dumping, spilling, leaking, or placing of a hazardous substance, so that the hazardous substance, or a constituent of the hazardous substance, may enter the environment or be emitted into the air or discharged into any waters, including ground waters, the Fire Chief, or the Chief's designee, may remove or provide for removal and

the disposal of the hazardous substance at any time, unless the Fire Chief, or the Chief's designee, determines the removal will be properly and promptly accomplished by the responsible person. If the responsible party does not initiate and complete cleanup within the time designated by the Fire Department, the City may proceed to remedy the hazardous condition by performing the necessary cleanup services.

F. Loss, Burden, or Costs. A responsible person shall be liable to the City for all mitigation costs incurred by the City or other contract agencies, including, but not limited to, chemical damage, contamination of equipment, and the use of consumable materials. If charges for cleanup costs are not paid within 30 days after invoice, the City shall proceed to obtain payment by all legal means.

25. Chapter 56 Explosives And Fireworks.

A. Amend Section 5601.1 Scope to read as follows:

(1) Add (a) the City deems the use of first-class and second-class consumer fireworks as a threat to public safety or a nuisance to landowners or persons with certain health conditions and therefore prohibits the use of first-class and second-class consumer fireworks in the City, except for on July 3, July 4, and December 31 in accordance with Iowa Code Section 727.2(4). It shall otherwise be unlawful, without a permit, for any person to offer for sale, expose for sale, sell at retail, or use or explode any explosives, explosive materials, first-class and second-class consumer fireworks within the corporate limits of the City of Clive.

(Subparagraph (1) – Ord. 1163 – Jun. 25 Supp.)

B. Add Exception 10. Items considered as "Novelties" under State law.

C. Amend Section 5601.2.4 Financial Responsibility to read as follows: The applicant shall, at the time they makes their application for a permit, attach thereto a bond or certificate of insurance naming the applicant and the City as insured, in the sum of not less than $1,000,000.00, provided that the Code Official or the Council may, at their discretion, require a greater amount. The bond and insurance shall insure to the use and benefit of the City or any person who suffers damage either to person or property by reason of the display of fireworks.

D. Add Section 5601.4.1 Persons in charge of fireworks display or pyrotechnic special effect operations shall possess a valid PGI display fireworks operator certification or equivalent certification approved by the Code Official.

E. Amend Section 5605.1 Manufacture, Assembly, and Testing of Explosives, Explosive Materials, and Fireworks to read as follows:

(1) General: It shall be unlawful to manufacture, assemble and test explosives, explosive materials, and fireworks within the corporate limits of the City of Clive.

(2) Exceptions.

a. The hand loading of small arms ammunition prepared for personal use and not offered for sale;

b. The mixing and loading of blasting agents at blasting sites in accordance with NFPA 495.

c. The use of binary explosives or plosophoric materials in blasting or pyrotechnic special effects applications in accordance with NFPA 495 or NFPA 1126.

26. Chapter 57 Flammable and Combustible Liquids.

A. Add Section 5704.2.9.7.10 Alternative Containment and Protection. All tanks that have a secondary tank of steel, concrete, or approved materials shall be capable of holding 110 percent of the product stored. A non-combustible roof and roof framework shall cover all open top secondary tanks exposed to weather.

27. Chapter 61 Liquified Petroleum Gases.

A. Amend Section 6104.2 Maximum Capacity within Established Limits to read as follows: Within the limits established by law in the adopting ordinance restricting the storage of liquefied petroleum gas for the protection of heavily populated or congested areas, the aggregate capacity of any one installation shall not exceed a water capacity of 1,000 gallons. Within the limits established by law in the adopting ordinance restricting the storage of liquefied petroleum gas for the protection of M-1 Light Industrial Districts or M-2 Heavy Industrial District, the aggregate capacity of any one installation shall not exceed a water capacity of 5,000 gallons.

Referenced Standards	
NFPA 10	2022 Edition
NFPA 13	2022 Edition
NFPA 13D	2022 Edition
NFPA 13R	2022 Edition
NFPA 20	2022 Edition
NFPA 30	2024 Edition
NFPA 30A	2024 Edition
NFPA 58	2024 Edition
NFPA 70	2023 Edition
NFPA 72	2022 Edition
NFPA 96	2024 Edition
NFPA 101	2024 Edition
NFPA 1123	2022 Edition
NFPA 1124	2006 Edition for 5601.1.3, all others 2022 Edition
NFPA 2001	2022 Edition

28. Appendix D. Fire Apparatus Access Roads.

A. Amend Section D101.1 Scope to read as follows: Fire apparatus access roads shall be in accordance with this appendix and all other applicable requirements of the *International Fire Code*.

B. Public streets are regulated using the Statewide Urban Design and Specifications for public improvements as amended by the City. Private streets are regulated using the Statewide Urban Design and Specifications for public improvements as amended by the City.

29. Section D103 Minimum Specifications.

A. Amend D103.2 Grade. Fire apparatus access roads shall not exceed Statewide Urban Design and Specifications for public improvements as amended by the City.

B. Amend D103.3 Turning Radius. The minimum turning radii shall be determined by the Code Official.

C. Amend D103.4 Dead-Ends. Replace with: Dead-end fire apparatus access roads shall not exceed Statewide Urban Design and Specifications for public improvements or as approved by City Engineer.

D. Amend D103.5 Fire Apparatus Access Road Gates. Replace with: Gates securing fire apparatus access roads shall comply with all of the following criteria:

(1) The minimum gate width shall accommodate a 14-foot clear drive lane width.

(2) Gates shall be of the swinging or sliding type;

(3) Construction of the gate shall be of materials that allow for manual operation by one person;

(4) Gate components shall be maintained in an operative condition at all times and replaced or repaired when defective;

(5) Electric gates shall be equipped with a means of opening the gate by Fire Department personnel for emergency access. Emergency opening devices shall be approved by the Code Official;

(6) Manual opening gates shall not be locked with a padlock or chain unless they are capable of being opened by means of forcible entry tools; and

(7) Locking device specifications shall be submitted for approval by the Code Official.

E. Amend D103.6 Signs. Replace with: Where required by the Code Official, fire apparatus access roads shall conform to Section 511.4. Signs shall be posted on one or both sides of the fire apparatus road as required by §D103.6.1 or D103.6.2.

F. Amend D103.6.1 Roads 20 to 26 Feet in Width to read as follows: Fire apparatus access roads 20 to 26 feet wide shall be posted on both sides as a fire lane when required by the Code Official.

G. Amend D103.6.2 Roads more than 26 Feet in Width to read as follows: Fire apparatus access roads more than 26 feet wide shall be posted on one side of the road as a fire lane when required by the Code Official.

30. Amend Section D104 Commercial and Industrial Developments.

A. Amend D104.1 Access. All buildings shall have, at a minimum, two fire apparatus accesses as approved by the Code Official. Based on the building occupancy hazard, the Code Official may require more than two fire apparatus accesses. The Code Official may reduce this requirement for just cause as long as safety to the buildings/occupants is not jeopardized.

B. Amend D104.3 Remoteness. Where two access roads are required, they shall be placed a distance apart equal to not less than one-half the length of the maximum overall diagonal dimension of the property or area to be served, measured in a straight line between accesses. The Code Official may reduce the separation distance between accesses for just cause as long as safety to the buildings/occupants is not jeopardized.

10-8-5 APPEALS.

Whenever the Chief disapproves an application or refuses to grant a permit applied for, or when it is claimed that the provisions of the *International Fire Code* do not apply,

or that the true intent and meaning of said Code have been misconstrued or wrongly interpreted, the applicant may appeal from the decision of the Chief to the Building Code Appeals Board within 30 days from the date of the decision appealed.

10-8-6 NEW MATERIALS, PROCESSES, OR OCCUPANCIES; PERMITS.

The Building Official and the Code Official of the Fire Department shall act as a committee to determine and specify, after giving affected persons an opportunity to be heard, any new materials, processes, or occupancies for which permits are required in addition to those now enumerated in the Code. The Code Official shall post the list in a conspicuous place at the administrative offices of the Fire Department and distribute copies thereof to interested persons.

10-8-7 LIABILITY FOR DAMAGES.

1. This Code is enacted only for the purpose of securing to individuals the enjoyment of rights and privileges to which they are entitled as members of the public, rather than for the purpose of protecting any individual from harm.

2. The City, its officers, employees, or agents make no representations or warranties of any kind whatsoever, expressed or implied, with respect to the completeness or thoroughness of the inspections and examinations performed under this Code, but the inspections are made solely to assist the owner of the building, structure, equipment, and premises to meet certain minimum requirements of this Code and to compel, if necessary, the owner to meet the minimum requirements for the protection of the health, welfare, and safety of persons and property. Nothing herein contained in this Code shall alleviate the owner of any building, structure, equipment, and premises to make an independent inspection in order to fulfill the requirements of this Code nor shall this Code be construed to relieve or lessen the responsibility of any person owning, operating, or controlling any building, structure, equipment, or premises regulated herein from any damages to any person or property caused by defects or Code violations. The City, its officers, employees, or agents shall not be held as assuming any liability for damages to any person or property by reason of any inspections authorized by this Code or investigations, or any approvals issued herein, or for any act or failure to act in the enforcement of this Code.

10-8-8 OUTSTANDING PERMITS.

If a building permit is outstanding on the effective date of this chapter and the Fire Code adopted hereby, the provisions of this chapter, and the Fire Code adopted hereby, shall apply to the work authorized by such permit, except to the extent that the Fire Chief and Building Official shall determine that the application of such provisions to such work would be unreasonable. The burden shall be upon the holder of such permit to show the unreasonableness of such provisions.

10-8-9 INDEMNITY.

The applicant for any permit under the Fire Code, by making application, assumes and agrees to pay 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 permit or the doing of anything thereunder, or the failure of such applicant, or the agents, employees, or servants of such applicant, to abide by or comply with any of the provisions of this Fire Code 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 the permit issued under the Fire Code whether or not expressly recited therein.

10-8-10 REPEAL OF CONFLICTING STANDARDS.

In any case where the provisions of this chapter, or the Fire Code adopted hereby, are found to be in conflict with any provision of *Code of Iowa* or regulations of the State Fire Marshal, or any provision of any zoning, building, fire, electrical, plumbing, mechanical, safety, or health ordinance or Code of the City, the provision which establishes the higher standard for the promotion and protection of the safety of persons and property shall prevail.

10-8-11 VIOLATIONS; PENALTIES.

Unless otherwise provided by law, violations of this chapter are simple misdemeanors and are punishable by a fine not to exceed $500.00 or a term of imprisonment not to exceed 30 days. Pursuant to Section 100.41 of the *Code of Iowa*, the officials of the Fire Prevention Bureau shall have the authority to issue citations for violations of this chapter or report the violation to the Police Department for citation. Violations of this chapter are also declared to be municipal infractions and may be punished as provided in Title 1, Chapter 4A of this Code. Officials of the Fire Prevention Bureau shall have the discretion to enforce this chapter either as a municipal infraction or a simple misdemeanor.

10-8-12 FIREWORKS.

1. 1. Definitions. The sale, use, or exploding of consumer fireworks within the City is subject to the definitions and limitations enumerated in Sections 100.19, 331.301(17), 727.2 of the *Code of Iowa*, which definitions are incorporated herein by reference.

(Subsection 1 – Ord. 1163 – Jun. 25 Supp.)

2. Sales - General Requirements.

A. Prior to any person engaging in the sale of first-class or second-class consumer fireworks, a Fireworks Sales Permit must be issued by the Clerk, or their designee, of the City. The following shall be provided to the Clerk for consideration in the issuance of a Fireworks Sales Permit:

(1) Fireworks Sales Permit Application. A completed application must be submitted to the Clerk at least 30 days prior to the first date that sales are anticipated to commence. Exception: An exception shall be granted for the first sales period of 2017, running from June 1 to July 8, which shall allow applications to be turned in at least 14 days prior to the first sale period. This one-time exception shall be granted due to the newly implemented State law.

a. A separate application must be submitted for the June 1 to July 8 sales period and for the December 10 to January 3 sales period, as set forth below.

b. The application form shall be prescribed by the Fire Chief.

(2) License. State License issued by the Iowa Department of Inspections, Appeals, and Licensing (DIAL). At the time the Fireworks Sales Permit Application is

submitted to the Clerk, it is recognized that the license from the DIAL may not have been issued. If the license has not been issued, the applicant must provide proof that an application for the State license has been submitted to the DIAL. Proof of valid license issued from the DIAL must be provided to the Clerk upon receipt by the applicant. Failure to provide proof of a valid license will preclude the issuance of a Fireworks Sales Permit.

(3) Fireworks Sales Permit Fee. A permit fee, as set by the Council, shall be due when the Fireworks Sales Permit Application is submitted to Clerk.

(4) Liability Insurance. Proof of liability insurance separate from the building property insurance in amounts required under State law and administrative rules.

(5) Site Plan. A site plan of the location where sales are requested must accompany the Fireworks Sales Permit Application. Two paper copies and one electronic copy shall be provided.

(6) Building or Structure Floor Plan. A building or structure floor plan of the location where sales are requested must accompany the Fireworks Sales Permit Application. Two paper copies and one electronic copy shall be provided.

(7) Approval of Property Owner. A copy of a lease agreement or letter of approval from the property owner of the location where sales are requested must accompany the Fireworks Sales Permit Application.

(8) Fire Inspection. Any property, building, or premise, whether it be permanent or temporary, intended for the sale of first-class or second-class consumer fireworks shall have an inspection completed by the Fire Chief, or their designee, prior to engaging in the sale of first-class or second-class consumer fireworks for each sales period set forth in Section 727.2 of the *Code of Iowa*. The Fire Chief, or their designee, shall cause an inspection to occur meeting the requirements of the current Fire Code adopted by the City, State law and regulations, and NFPA 1124. A Fireworks Sales Permit shall only be issued upon completion of a satisfactory inspection.

B. Dates of Sale. First-class and second-class consumer fireworks sales shall only be conducted in accordance with dates and times designated by Section 727.2 of the *Code of Iowa*. It shall be unlawful to sell consumer fireworks without meeting the requirements specified in this Code, or to sell consumer fireworks outside of the dates specified.

(1) Approved consumer fireworks sales meeting the requirements of this chapter shall be allowed from an approved permanent structure or building between June 1 and July 8 and from December 10 until January 3.

(2) Approved consumer fireworks sales meeting the requirements of this chapter shall be allowed from an approved temporary structure between June 13 and July 8.

C. Safety Requirements. The following safety requirements shall be adopted for all locations where consumer fireworks are sold:

(1) All retailers and community groups shall remain compliant with all applicable laws and rules throughout the duration of their selling period.

(2) Consumer fireworks sales shall only be allowed in areas properly zoned for such use.

(3) No person shall sell consumer fireworks to a person under the age of 18.

(4) Consumer fireworks shall not be sold to an intoxicated person or to any person whom a reasonable person would believe may be impaired by other substances.

3. Declaration of Emergency and Suspension of the Discharge of Fireworks.

A. Whenever drought, high winds, or other natural phenomena create, or are likely to create, hazardous conditions and increased chance of fire danger and the Fire Chief determines that adverse conditions exist for the use and exploding of consumer fireworks, the Fire Chief, or their designee, may issue a temporary ban on the use of consumer fireworks within the City. The Fire Chief, or their designee, shall have the authority to declare an emergency and temporarily halt the use of all fireworks.

B. The Fire Chief, or their designee, shall inform the area radio and television stations and the local press of the emergency declaration and when the emergency will be in effect and ask that public service announcements be made. The City Manager, or their designee, shall post information concerning the emergency declaration and summarizing the regulations on the City website.

4. Manufacture of Fireworks. It shall be unlawful for a person to manufacture consumer fireworks within the City limits without a permit as may be required by local, State, or federal laws and regulations.

5. Revocation of Fireworks Sales Permit. The Fire Chief may, for cause, revoke the permit of any fireworks sales permit holder. An appeal of the decision may be taken to the City Manager by filing a written notice with the Clerk. The appeal must be filed within 10 days from the date of the decision. The City Manager shall schedule a hearing on the appeal within seven days from the receipt of the notice. The appeal shall stay the decision of the Fire Chief unless the City Manager directs otherwise. A hearing on the appeal shall be scheduled before the City Manager, or the City Manager's designee, within 14 days. At the public hearing, the applicant shall have the opportunity to present evidence or arguments the applicant may have as to why the action of Fire Chief appealed from should not be approved by the City Manager. The City Manager shall render a written decision on the appeal within seven days after the hearing. The decision of the City Manager shall be final. The parties may extend the time limits set forth herein by mutual agreement.

6. Violations. Unless otherwise provided by law or this Code, violations of any provisions of this section are hereby declared simple misdemeanors. Anyone violating the provisions of this ordinance shall, upon conviction, be fined a minimum amount of not less than $500.00 and punished as further provided in Section 1-4A-2 and pursuant to Section 727.2 of the *Code of Iowa*. Violations of this chapter shall be reported to the DIAL.

7. Exceptions. This section does not prohibit the sale by a resident, dealer, manufacturer, or jobber of such consumer fireworks as are not prohibited; or the sale of any kind of fireworks, if they are to be shipped out of State; or the sale or use of blank cartridges for a show or theater, or for signal purposes in athletic sports, or by railroads or trucks for signal purposes, or by a recognized military organization. This section does not apply to any substance or composition prepared and sold for medicinal or fumigation purposes.

CHAPTER 10

SWIMMING POOLS

GENERAL REGULATIONS

SECTION:

10-10-1: Definitions
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10-10-5: Scope
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10-10-12: Standards for Pool Design, Equipment, Operation, and Installation
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10-10-1: Definitions: For the purpose of this title, the following terms or words used herein shall be interpreted as follows:

Backwash. The process of cleansing the filter medium and/or elements by the reverse flow of water through the filter.

Barrier. A permanent fence, wall, building wall, or combination thereof that completely surrounds the swimming pool, and restricts access to the swimming pool from the outside of the barrier. The barrier height must project forty-eight (48) inches vertically from the highest surface of grade, walking surface, or top of a wall measured on the side of the barrier that faces the swimming pool. A retaining wall drop off shall not be considered a swimming pool barrier. For the purpose of this definition, permanent shall mean not being able to be removed, lifted, or relocated without the use of a tool.

Immediate Vicinity. Within ten (10) feet in any direction of an object while still being able to make eye contact with that same object.

Permanent Swimming Pool. A swimming pool in which the sides and bottom are primarily located in the ground and that by its construction cannot be removed or disassembled on a seasonal basis.

Potable Water. Water that is satisfactory for drinking, culinary, and domestic purposes and that meets the requirements of the Health Authority Having Jurisdiction.

Public Swimming Pool. A swimming pool or spa owned or operated by a local or state government, or commercial interests or private entities including, but not limited to, public or private schools corporations, hotels, motels, camps, apartments, condominiums, health clubs, and country clubs.

Residential Swimming Pool. Any swimming pool that is used, or intended for use, which is accessory to a one- or two-family residential dwelling and is available only to the household and its private guests. A residential swimming pool used for any commercial purpose, including, but not limited to, swimming lessons or exercise classes, shall comply with the requirements set forth by the Iowa Department of Public Health Swimming Pool Rules.

Spas. A product with a water surface area that is less than one (100) square feet intended for the immersion of persons in a temperature-controlled environment where water is circulated in a closed system such as a hot tub or whirlpool and not intended to be drained and filled with each use. A spa/hot tub usually includes a filter, a heater, a pump or pumps, and a control, and may also include other equipment, such as lights, blowers, and water sanitizing equipment.

Storable Swimming Pool. A swimming pool in which the sides and bottom are primarily located above ground and that may be removed or disassembled on a seasonal basis.

Swimming Pool. A structure, chamber, tank, or area constructed of man-made material, whether permanent, storable, private or public, that is intended for swimming, bathing, or wading. For the purpose of this definition, the following shall not be considered swimming pools:

- Storable swimming pools with a designed water depth of twelve (12) inches or less and which are drained and filled daily.

- Landscape features such as fountains, fishponds, and garden ponds provided that the water surface area is less than or equal to one hundred (100) sq. ft. and has a maximum water depth of twelve (12) inches deep, extending a minimum of thirty (30) inches into the water feature. This edge shall be known as a safety edge. In lieu of the safety edge, a structural pond cover may be used if the cover is anchored in place and capable of supporting a weight of sixty (60) pounds, without the cover submerging into the water more than twelve (12) inches. The pond cover shall not have openings that allow passage of a sphere six (6) inches in diameter.

- Ponds, lakes, and detention/retention facilities shall not be considered a swimming pool.

10-10-2: Purpose: It is the purpose of this chapter to require architects, builders, contractors, pool suppliers, property owners, their agents and others, to meet their responsibilities with respect to proper construction, construction techniques, and premises safety, 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.

10-10-3: Warning: No person shall place reliance upon this article, any inspections performed, or certificates of occupancy issued pursuant to this article, as indicating the safety of or quality of construction of any particular premises. Neither this article, 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 premise has been inspected pursuant to this article shall not, in any way, constitute a warranty or guarantee of the safety or quality of that premises.

10-10-4: Interpretation: The foregoing statements of legislative intent shall govern and take precedence over any other language contained in this article.

10-10-5: Scope

A. New construction: The general design, placement, construction, and barrier requirements for swimming pools and spas.

B. Existing Facilities: Additions to, alterations of, or repairs to any existing swimming pools and spas. The Construction Services Administrator may, when such additions, alterations, or repairs are made, order other reasonable additions or alterations within the facilities or barriers not currently in compliance with this code.

C. All public swimming pools shall follow the rules set forth by the Iowa Department of Public Health.

10-10-6: Indemnification: The applicant for a permit for any swimming pool, by making such application, assumes and agrees to pay for all loss or damage to property whatsoever, an 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 permit or the doing of anything thereunder, or the failure of such applicant, or the agents, 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 hold 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 part of any permit issued under this chapter whether expressly recited therein or not.

10-10-7: Permit Requirements, Conditions and Fees:

A. Required: Any owner, or authorized agent who desires to construct, enlarge, alter, repair, move, or demolish any swimming pool or spa or to erect, install, enlarge, alter, repair, remove, convert, or replace any electrical, mechanical or plumbing component of any swimming pool or spa which is regulated by this chapter, or to cause any such work to be done, shall not do so without first securing a permit from the Clive Community Development Department.
In the case of a public swimming pool, the owner or authorized agent must also obtain a permit from the Iowa Department of Public Health.

B. Issuance: After proper application on forms provided by the Clive Community Development Department, permits shall be issued in the name of the property owner or of a firm or corporation registered with Iowa Department of Inspections, Appeals and Licensing, according to their rules and regulations. The property owner or authorized representative of the firm or corporation named on the registration shall sign all applications for permits. Permits are not transferable. No permits shall be issued to any person, firm or corporation who has fees outstanding or who has outstanding violations of any ordinance of the City.

C. Fees: There shall be a fee paid for the issuance of permits. Permit fees and fees for other inspections shall be set forth in a fee schedule established and approved from time to time by the city council. Fees on all buildings or structures constructed by any unit of government or nonprofit organization may be waived by the city council. No fees shall be collected on necessary permits for any city project.

D. Expiration:

1. Every permit issued under the provisions of this building code shall expire by limitation and become null and void, if the work authorized by such permit is not commenced within ninety (90) days from the date of issuance of such permit, or if the work authorized by such permit is suspended or abandoned at any time after the work is commenced for a period of sixty (60) days. Before such work can be commenced, a new permit shall be first obtained, and a fee therefore shall be one-half (1/2) of the amount required for a new permit for such work, provided, that such suspension or abandonment has not exceeded one hundred twenty (120) days.

2. All building permits shall expire after three hundred sixty five (365) days unless an extension is requested in writing to the Construction Services Administrator fourteen (14) days prior to expiration of said permit. The Construction Services Administrator may refuse any extension, but shall do so in writing within seven (7) days of receipt of the extension request.

3. In addition, any time work is suspended or abandoned for more than sixty (60) days the permit shall expire due to neglect if the site is not properly secured, including:

    a. Removal of all construction debris, materials, weeds, etc., that makes the area unsightly and creates a public nuisance.

    b. A fence to protect any excavation, including partially constructed swimming pools, in order to prevent the creation of an attractive nuisance in the neighborhood.

    c. Ground cover, silt fencing, etc., shall be provided to help prevent erosion and damage to surrounding properties. Consideration may be given to proximity of the construction site, as described in chapter 11 of this title.

E. Revocation: Any permit required by the provisions of this code may be summarily revoked by the Construction Services Administrator upon the violation of any provision of this building code.

F. Outstanding Permits: If a permit is outstanding on the effective date hereof, the provisions of this chapter shall apply to the work authorized by such permit, except to the extent that the Construction Services Administrator shall determine that the application of such provisions to said work would be unreasonable. The burden shall be upon the holder of such permit to show the unreasonableness of such provisions.

G. Work Without a Permit: If any repairs, additions, alterations, or demolitions to any swimming pool, swimming pool barrier, portions of any swimming pool or any electrical, gas, mechanical, or plumbing system, where regulated by this building code, without first obtaining a permit, the owner shall have the responsibility to certify that the work has been completed in accordance with the applicable codes. The Construction Services Administrator shall determine the appropriate level of special inspection necessary to ensure that the work was completed in accordance with the applicable codes. Special inspections shall be performed by an approved inspector that is qualified and/or licensed to work similar to that which is being performed. Any person who commences any work before obtaining the necessary permits shall be subject to a fee.

10-10-8: Building Official: For the purposes of this building 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 his/her 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.

10-10-9: Inspections: Except as otherwise provided in this code, no person shall cover or conceal or cause to be covered or concealed any new construction, electrical, plumbing, or mechanical systems or apparatus for which a permit has been issued, until such new construction, electrical, plumbing, or mechanical systems or apparatus have been inspected and approved as required by this code. The Construction Services Administrator shall have the authority to remove or cause the removal of any obstructions, which may prevent the proper inspection of new construction, electrical, plumbing, or mechanical systems or apparatus. Upon the completion of the new construction, electrical, plumbing, or mechanical systems or apparatus, it shall be the duty of the company, firm, or individual doing the same to notify the Construction Services Administrator, who shall inspect the same on receipt of such notice for conformance to the provisions of this code. Certificates of occupancy shall not be issued unless the new construction, electrical, plumbing, or mechanical systems or apparatus are in conformity with the rules and regulations set forth in this code.

All public swimming pools shall also be inspected by the Iowa Department of Public Health. It shall be responsibility of the company, firm, or individual doing the work to coordinate with the Iowa Department of Public Health regarding their specific inspection process.

10-10-10: Maintenance:

A. It shall be the property owner's duty to ensure that the swimming pool and/or spa are safely operated and maintained, including compliance with the provisions for constructed barriers. Any swimming pool and/or spa not safely operated and not properly maintained, may be deemed a nuisance and abated as described in title 5, chapter 6 of this code.

B. The property owner of any swimming pool and/or spa shall be deemed to consent to periodic inspections of the swimming pool and/or spa and its components for compliance with this chapter. All inspections shall be scheduled at reasonable times by the Construction Services Administrator.

10-10-11: Water Supply and Wastewater Disposal:

A. The water supply to all swimming pools shall be from a water supply source meeting the requirements for potable water. Cross connection between any swimming pool and the potable water source shall not be permitted. Cross connection, backflow prevention assemblies, and backflow testing shall be in conformance with title 8, chapter 1, article C "Cross Connection Control and Containment" of this code.

B. Wastewater disposal shall include all draining and backwashing activities associated with swimming pools. All draining and backwashing activities shall be done in accordance with city policy.

10-10-12: Standards for Pool Design, Equipment, Operation, and Installation:

A. Permanent swimming pools: Permanent swimming pools shall be designed and constructed in compliance with ANSI/NSPI-5 (Standard for Residential In-ground Swimming Pools).

B. Spas: Spas shall be designed and constructed in compliance with ANSI/NSPI-6 (Standard for Portable Spas).

C. Storable swimming pools: Above ground swimming pools shall be designed and constructed in compliance with ANSI/NSPI-4 (Standard for Above-ground/On-ground Swimming Pools).

D. Public swimming pools: All public swimming pools shall be designed and constructed in compliance with the Iowa Department of Public Health Swimming Pool Rules.

E. Compliance with the City's adopted electrical, plumbing, mechanical, fuel gas, and energy codes shall be required.

10-10-13: Barrier Requirements:

A. Spas- Compliance with this section may be accomplished with a lockable safety cover in accordance with ASTM F 1346 or by the construction of a barrier as described in this section.

B. Swimming Pools- The provisions of this section shall apply to the required barriers for all swimming pools.

1. Barrier Height- The top of the barrier shall be not less than forty-eight (48) inches above the highest surface of grade, walking surface, or top of a wall where measured on the side of the barrier that faces the swimming pool. Such height shall exist around the entire perimeter of the swimming pool and for a distance of three (3) feet where measured horizontally from the required barrier.

2. Clearances-

a. The vertical clearance between grade and the bottom of the barrier shall not exceed two (2) inches for grade surfaces that are not solid, such as grass or gravel, where measured on the side of the required barrier that faces away from the swimming pool.

b. The vertical clearance between a surface below the barrier to a solid surface, such as concrete, and the bottom of the required barrier shall not exceed four (4) inches where measured on the side of the required barrier that faces away from the swimming pool.

c. There shall be a clear zone of not less than thirty-six (36) inches around the exterior of the barrier and around any permanent or temporary structures or equipment such as pumps, filters, heaters, landscape features, etc. that can be used to climb the barrier. All trees, bushes, or other landscaping installed within this thirty-six (36) inch clear zone shall be trimmed or manicured as to not allow these items as an aid to climb the barrier. See figure 10-10-13B.2d

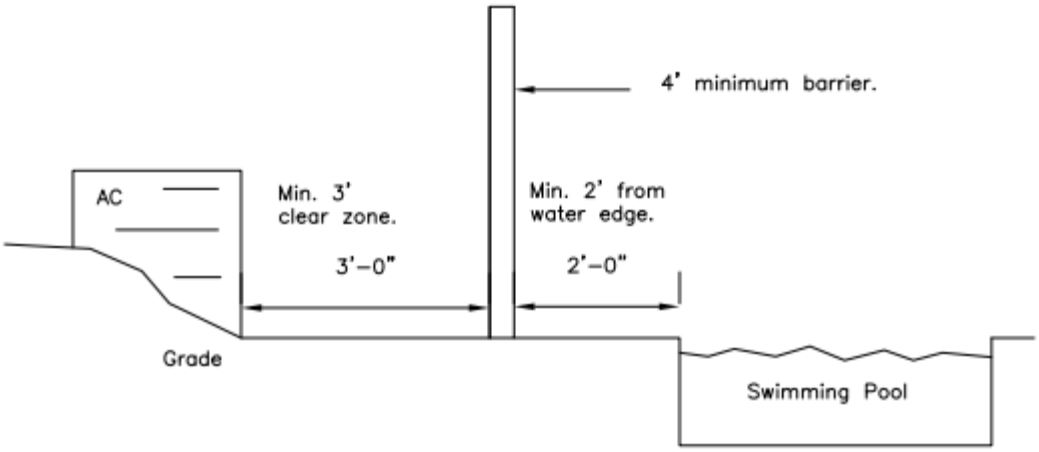


Figure 10-10-13B.2d

d. The swimming pool side of the required barrier shall be not less than twenty-four (24) inches from the water's edge. Required setbacks from property lines shall be in accordance with title 11, chapter 4 of the code.

e. In the case where the swimming pool area abuts the edge of a private pond or lake located on the property, a barrier along the edge of the pond or lake shall not be required provided that the barrier running perpendicular or angling away from the shoreline shall extend beyond the water's edge twenty-four (24) inches.

3. Barrier Design-

a. Barriers constructed with horizontal and vertical members- Where the barrier is composed of horizontal and vertical members and the distance between the tops of the horizontal members is less than forty-five (45) inches, the horizontal members shall be located on the swimming pool side of the fence. Spacing between vertical members shall not exceed one and three quarters (1.75) inches in width. Where there are decorative cutouts within vertical members, spacing within the cutouts shall not exceed one and three quarters (1.75) inches in width. See figure 10-10-13B.3.a1

Exception- Where a swimming pool with a powered safety cover that complies with ASTM F 1346, the measurement between horizontal and vertical members may be less than forty-five (45) inches. A nonfunctional safety cover or repetitive complaints of pool unattended and left open will void the exception.

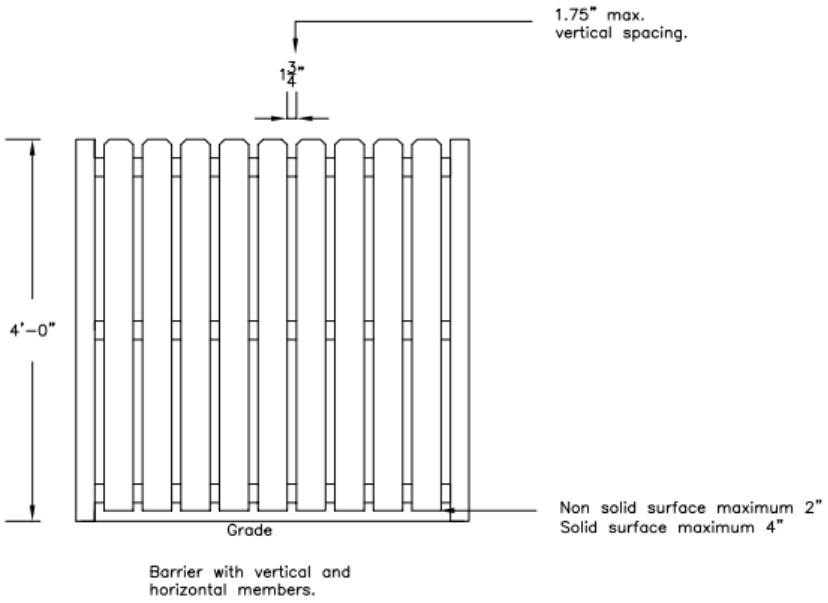


Figure 10-10-13B.3.a1

b. Where the barrier is composed of horizontal and vertical members and the distance between the tops of the horizontal member is forty-five (45) inches or more, spacing between vertical members shall not exceed four (4) inches. Where there are decorative cutouts within vertical members, spacing within the cutouts shall not exceed one and three quarters (1.75) inches in width. See figure 10-10-13b.3.a2

   Exception- Where a swimming pool with a powered safety cover that complies with ASTM F 1346, the measurement between horizontal and vertical members may be less than forty-five (45) inches. A nonfunctional safety cover or repetitive complaints of pool unattended and left open will void the exception.

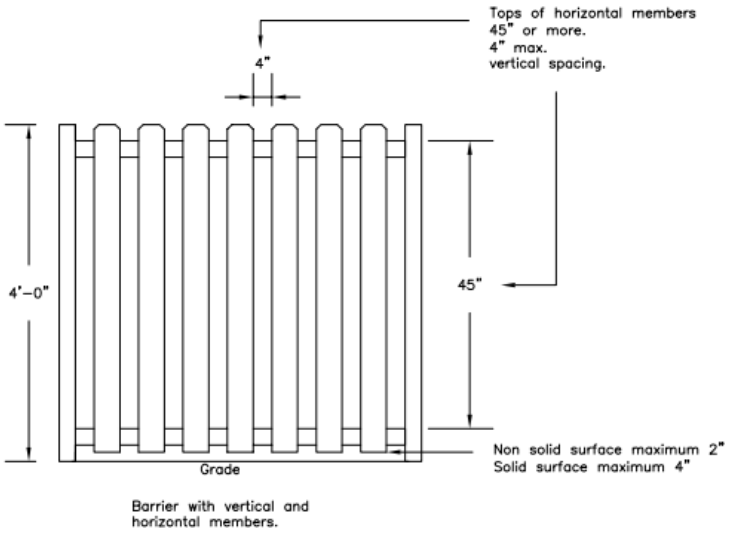


Figure 10-10-13B.3.a2

c. Solid barriers- Solid barriers that do not have openings shall not contain indentations or protrusions that form handholds and footholds, except for normal construction tolerances and tooled masonry joints.

d. Chain link, wire, and wire mesh barriers- Chain link is allowed with a maximum opening of one and three quarters (1 ¾) inches. Slats may be used if fastened high and low to create a max opening of one and three quarters (1 ¾) inches.

Exception- Where a swimming pool with a powered safety cover that complies with ASTM F 1346, the maximum opening of one and three quarters (1 ¾) inches may be increased. A nonfunctional safety cover or repetitive complaints of pool unattended and left open will void the exception.

e. Mesh Fence barrier- Mesh fences shall be installed in accordance with the manufacturer's instructions and shall comply with ASTM F 2286 and both of the following.

i. Where a hinged gate is used with a mesh fence, the gate shall comply with 10-10-13.4.a

ii. Mesh fences shall not be installed on top of above ground residential pools.

f. Dwelling wall as a barrier- Where a wall of a dwelling or structure serves as part of the barrier, all doors and operable windows with a sill height of less than forty-eight (48) inches that provide direct access to the swimming pool through the wall, shall be equipped with one or more of the following:

1. A swimming pool with a safety cover that is listed and labeled in accordance with ASTM F 1346.

2. An alarm that produces an audible warning when the door or window is opened. The alarm shall be listed and labeled as a water hazard entrance alarm in accordance with UL 2017. The deactivation switch shall be located fifty-four (54) inches or more above the threshold of the door.

3. A means, approved by the Construction Services Administrator, of protection, such as self-closing doors with self-latching devices.

g. Temporary barrier- During the installation or construction of a swimming pool, the swimming pool shall be enclosed by a barrier, whether temporary or permanent.

If a temporary barrier is utilized during construction, it shall be at least forty-eight (48) inches high and all of its components shall be sufficient to prevent access to the swimming pool by any persons not engaged in the installation or construction process.

4. Gates- All pedestrian gates and utility or service gates shall comply with the following:

a. Pedestrian gates- All pedestrian access gates shall open outward away from the swimming pool unless unfeasible, and shall be self-closing, self-latching and equipped to accommodate a locking device. Additionally, all pedestrian access gates shall comply with the following:

1. The self-latching and release mechanism shall be located at least fifty-four (54) inches above grade if it is located on the side of the gate away from the swimming pool. See figure 10-10-13.4a

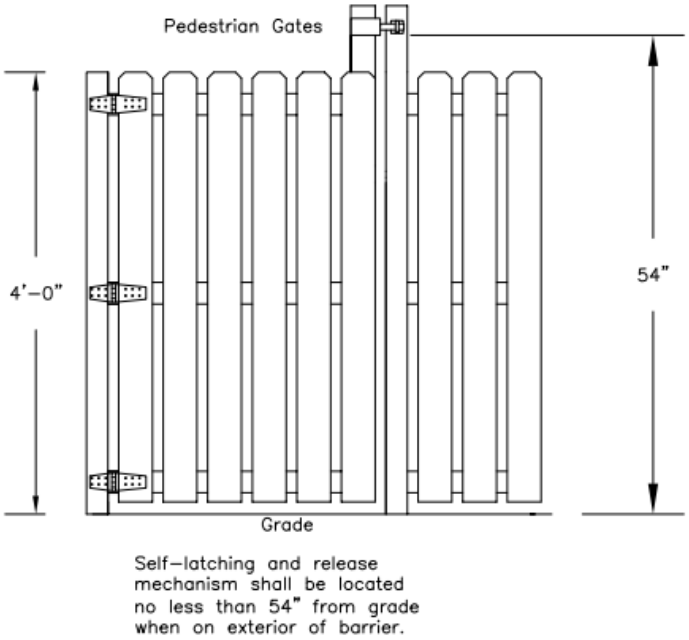


Figure 10-10-13B.4a

2. The self-latching and release mechanism may be located below fifty-four (54) inches if it is located on the swimming pool side of the gate and the gate and barrier has no openings greater than three-eighths (3/8) inch within eighteen (18) inches of the self-latching and release mechanism.

b. Utility or service gates- All utility and service gates shall be equipped to accommodate a locking device. Utility and service gates shall remain locked when not in use or when an adult is not within the immediate vicinity of the gate.

10-10-14: Conflicting Provisions: In any case where the provisions of this chapter, are found to be in conflict with a provision of the code of Iowa or a provision of any zoning, building, fire, safety or health ordinance or code of the city of Clive, Iowa, the provision which establishes the higher standard for the promotion and protection of the health and safety of the people shall prevail.

10-10-15: Site Maintenance:

A. It shall be the permit holder's responsibility to inspect the construction site on a daily basis to ensure that the site is clean and free of excess debris. In no case shall debris, refuse, and/or junk be permitted to blow, drift or otherwise be deposited upon an adjacent street or property.

B. Similarly, the permit holder shall be solely responsible for controlling erosion on site throughout the duration of the construction project. Erosion control shall be managed in accordance with chapter 11 of this title.

10-10-16: Street Protection: No person performing construction of any nature or furnishing materials or performing services within the city shall drive across or cause any vehicle, trailer, implement, equipment, materials, or supplies to cross any street curbing without adequately protecting the street curbing from damage thereby.

10-10-17: Violations: 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 of ordinances. Each day that a violation occurs shall constitute a separate offense. In the event that 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.

10-10-18: Appeals: Any person affected by a decision of the construction services administrator may request and shall be granted a hearing on the decision, as described in title 2, chapter 2 of this code.

Memo

TO: Mayor and Council members
FROM: Jeff May, Public Works Director
DATE: April 23, 2026
RE: Alice's Road Project

SYNOPSIS:
An update on the Alice's Road project and consideration of a Professional Services Agreement (PSA) for final design of Phase 4.

Attachments:
None

Memo

TO: Mayor and Council members
FROM: Jeff May, Public Works Director
DATE: April 23, 2026
RE: Alice's Road Project Update

SYNOPSIS:
Snyder & Associates will provide an update on the Alice's Road Corridor Reconstruction Project.

Attachments:
1. 04-23-26 - Alice's Road Presentation - 2026-04-23_ProjectUpdate



APRIL 23, 2026

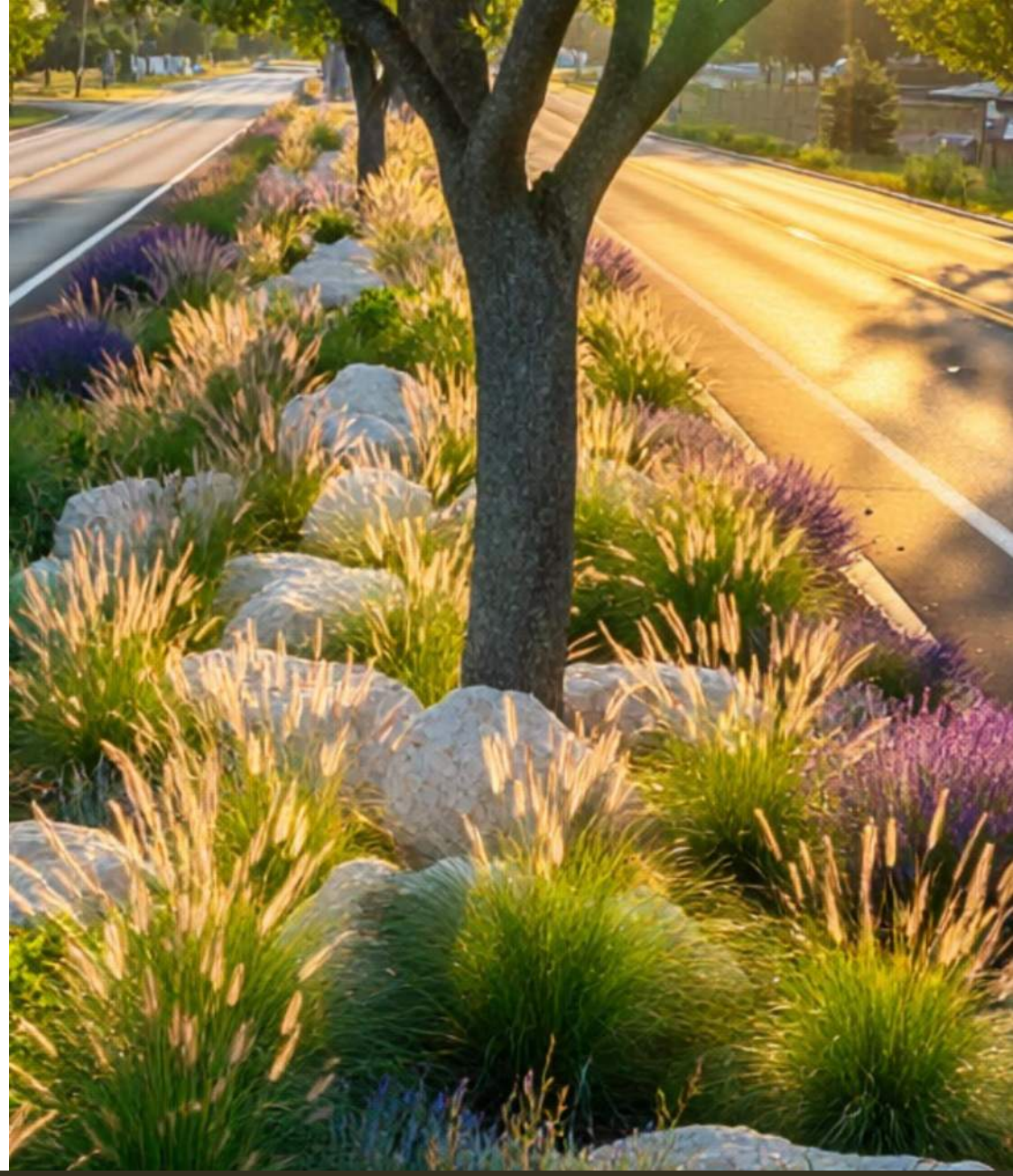
AERIAL IMAGE, OCTOBER 2025

ALICE'S ROAD RECONSTRUCTION PROJECT UPDATE

SNYDER & ASSOCIATES

AGENDA

1. Construction & Cost Update
2. Remaining Corridor Design & Schedule
3. Landscaping / Public Art
4. Stormwater Management
5. Utility Coordination
6. Property Acquisition



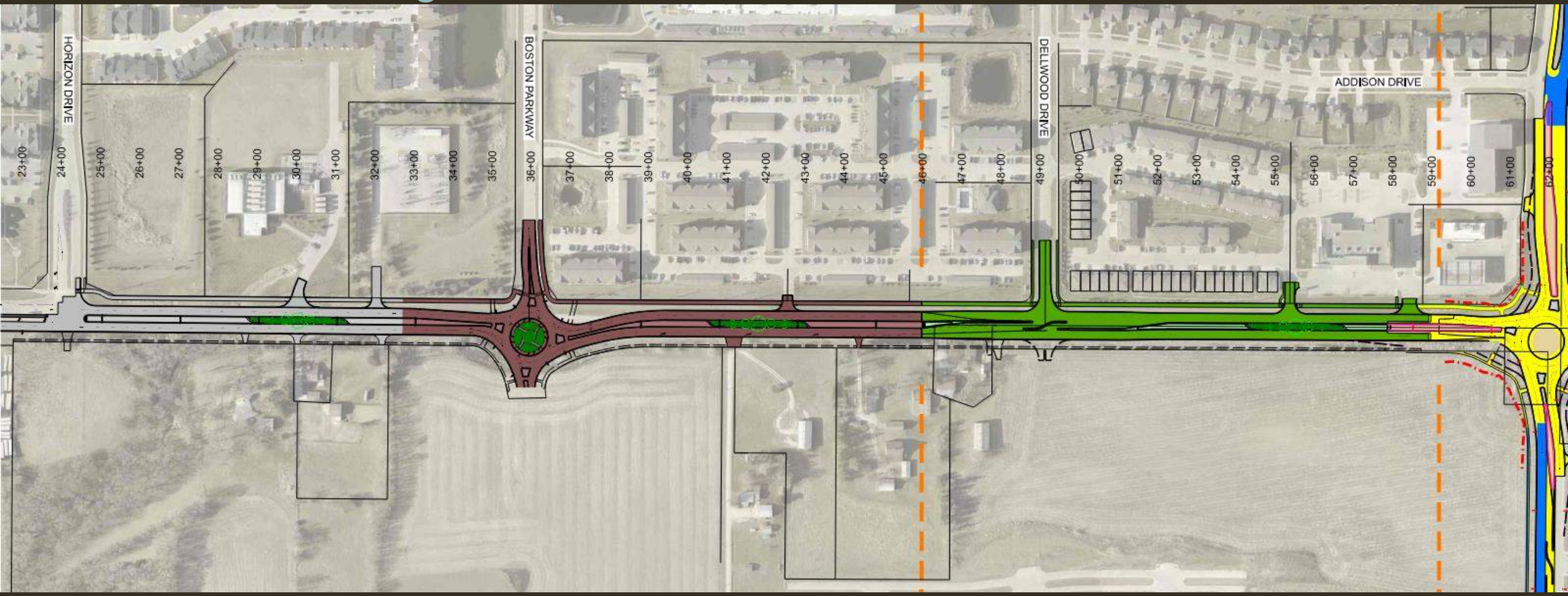
AI ASSISTED LANDSCAPING CONCEPT VISUAL

1

CONSTRUCTION AND COST UPDATE

PHASE 1 CONSTRUCTION

Horizon to Douglas



PHASE 1 CONSTRUCTION STAGES

PROJECTED COST

DESIGN | RIGHT-OF-WAY ACQUISITION | CONSTRUCTION

PHASE 1A: $5,340,400

PHASE 1B: $3,020,500

PHASE 4: $9,300,000

PHASE 3: $10,687,000

PHASE 2: $8,658,000



TOTAL: $37,000,000 (Rounded)

COST SHARE
$31,965,000 (Clive) | $5,035,000 (Waukee)

PROJECT FUNDING



STATE TRANSPORTATION BLOCK GRANT (STBG)

$1,850,000 FEDERAL

CONGRESSIONAL COMMUNITY PROJECT FUNDING (CPF)

$1,000,000 FEDERAL

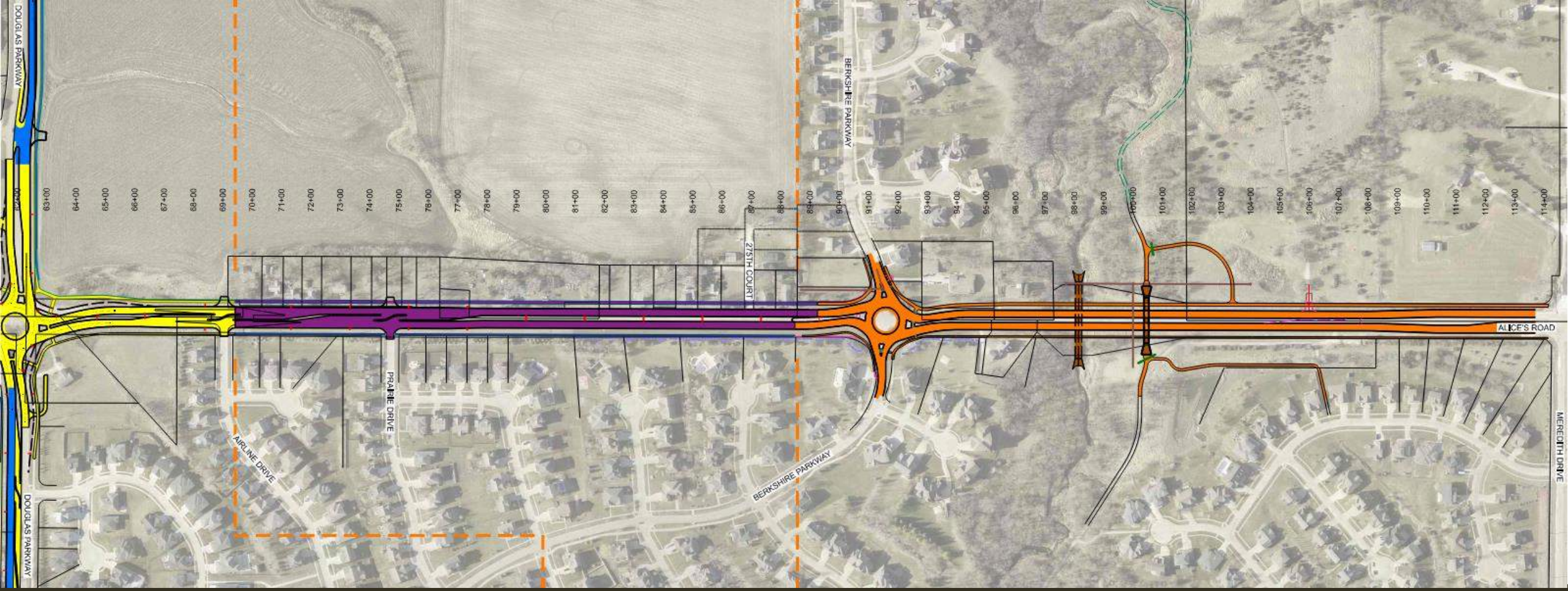
TRAFFIC SAFETY IMPROVEMENT PROGRAM (TSIP)

$445,000 STATE

TOTAL: $3,295,000

2

REMAINING CORRIDOR DESIGN



PHASE 4

2027 CONSTRUCTION

PHASE 3

2028 CONSTRUCTION

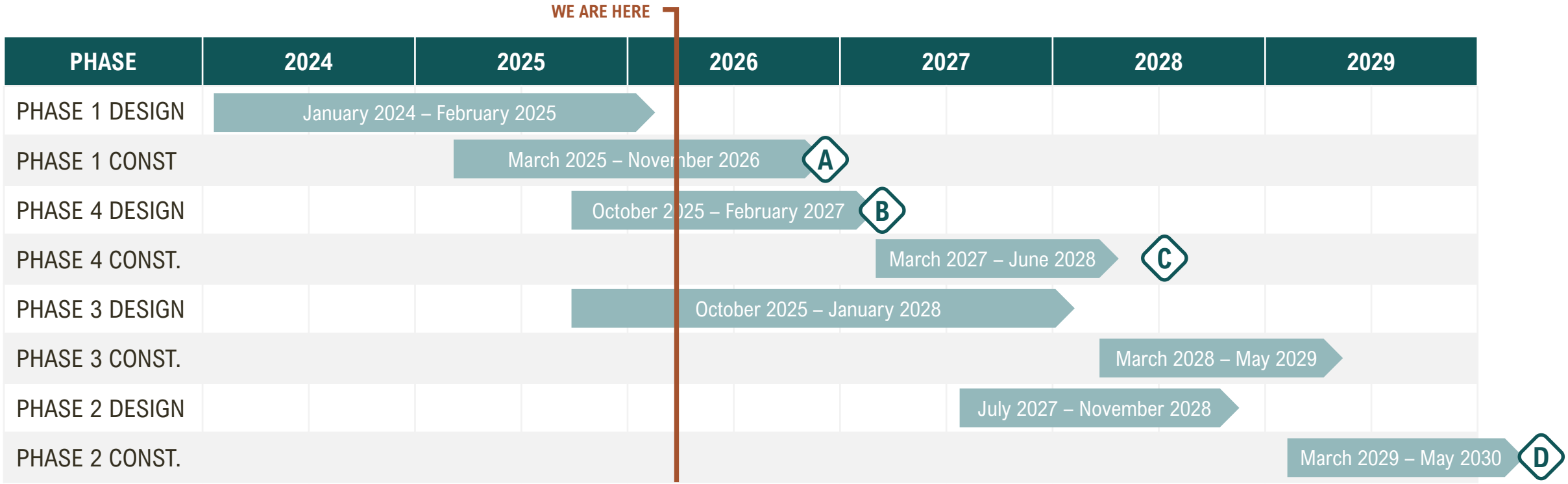
PHASE 2

2029 CONSTRUCTION

PHASE 2

2029 CONSTRUCTION

PROJECT SCHEDULE & MILESTONES



A Final Completion November 25th, 2026

B February 2027 Iowa DOT Letting

C Final Federal Aid Reimbursement and Close-Out

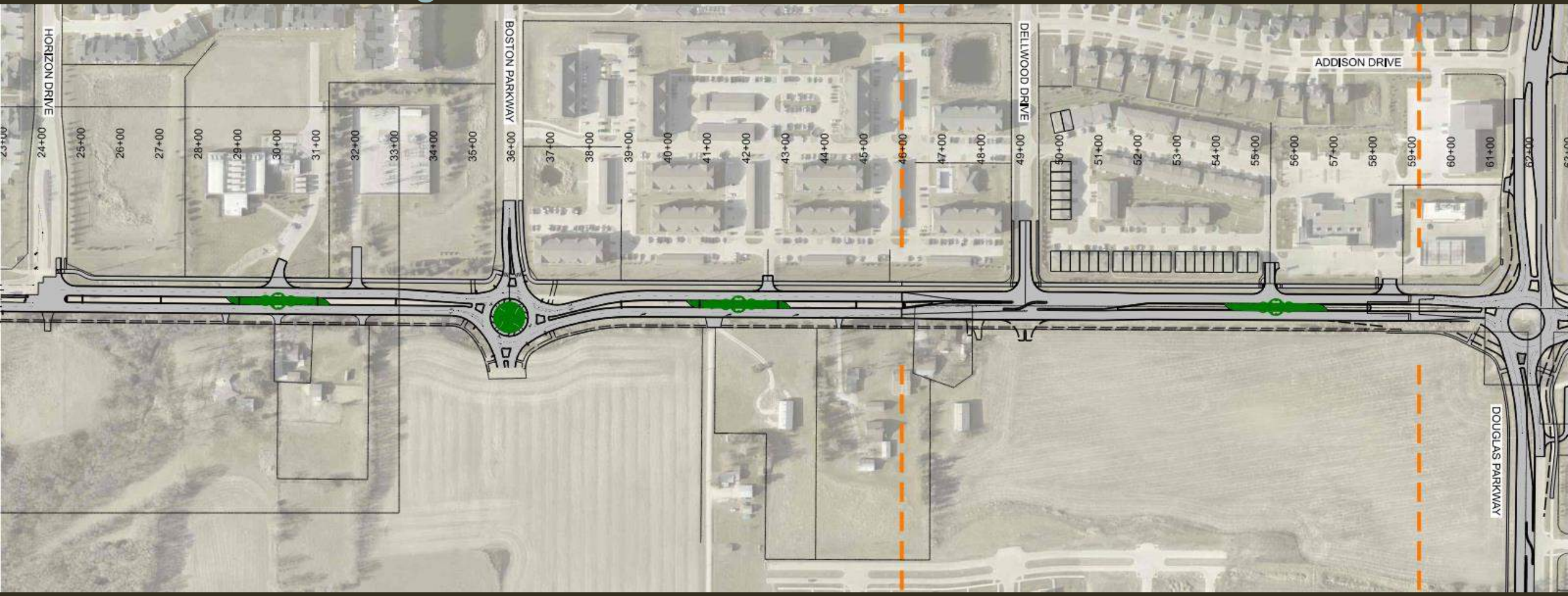
D Final Restoration Anticipated in Spring 2030

3

LANDSCAPING

PHASE 1 AREA

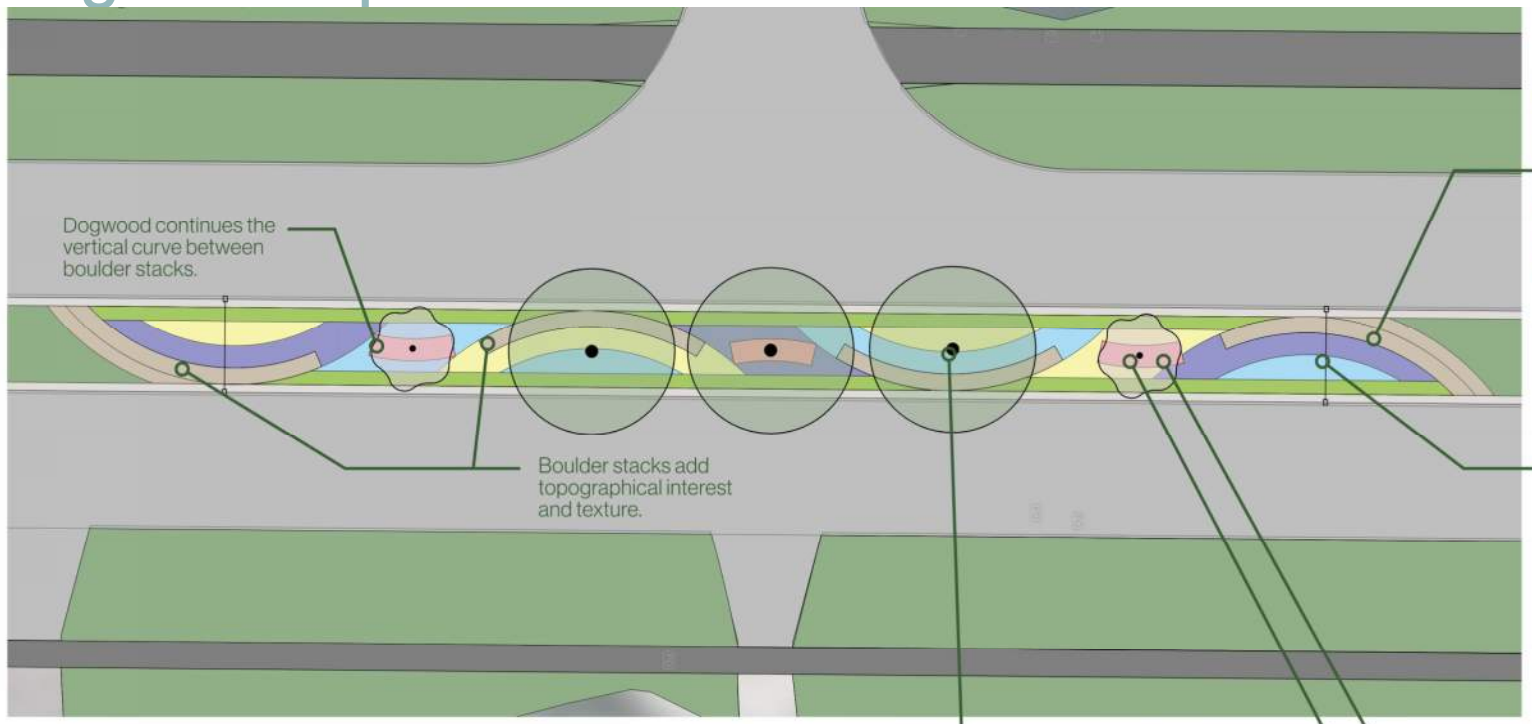
Horizon to Douglas



PHASE 1 LANDSCAPING

MEANDERING TRIBUTARY

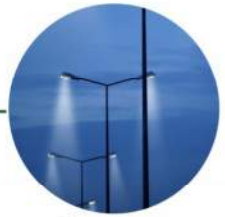
Planting Concept - Trees



Vertical Elements



Boulder Stacks



Street Lamp



Redtwig Dogwood
Cornus sericea



Danada Charm Elm
Ulmus x 'Morton Red Tip'

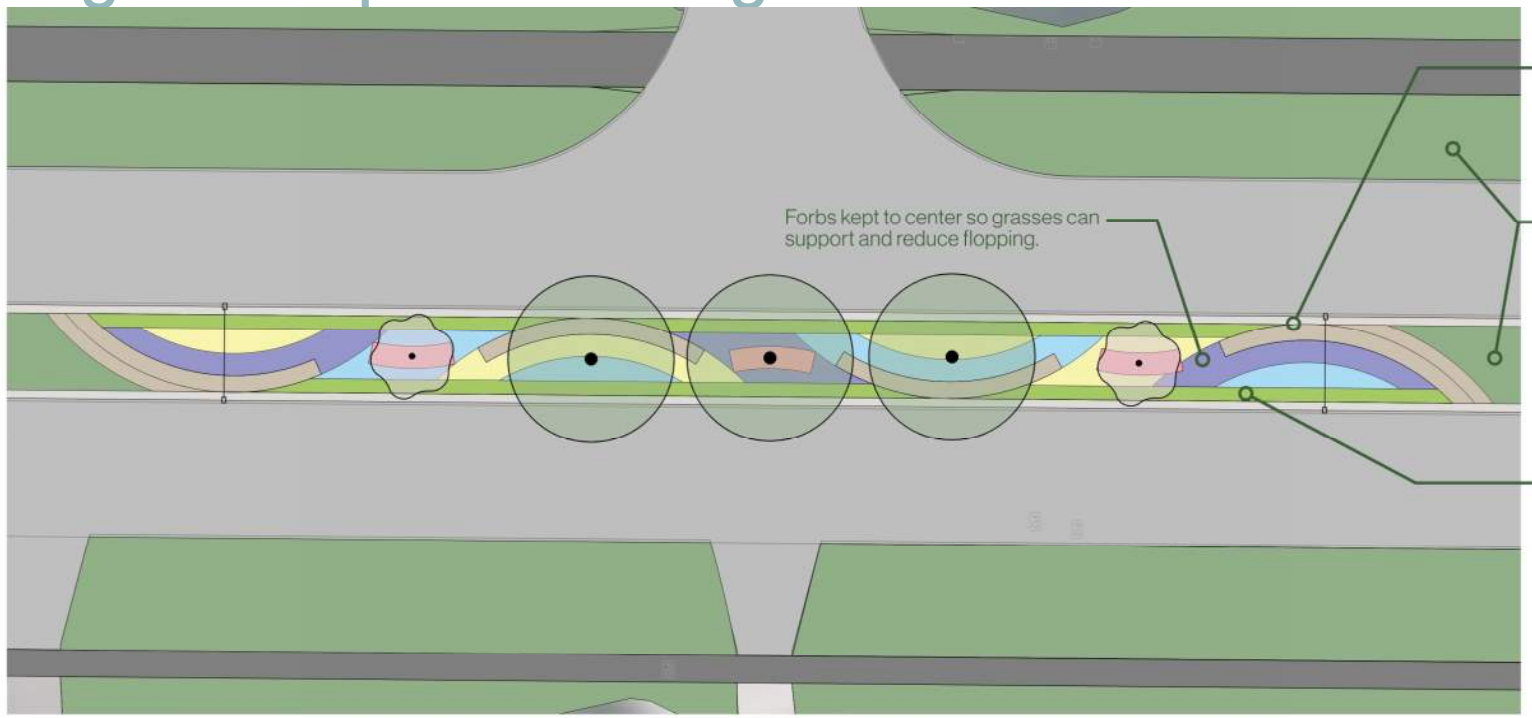
Green Vase Japanese Zelkova
Zelkova serrata 'Green Vase'



Serviceberry
Amelanchier grandiflora ' Autumn Brilliance'

MEANDERING TRIBUTARY

Planting Concept - Plantings





2' Thickened Curb Maintenance Strip



Low-Mow Pollinator Lawn



Prairie Grass Matrix



Spring Blooms



Summer Blooms



Fall Blooms



Redtwig Dogwood
Cornus sericea

Note: Diagram depicts general geometry of bloom swaths. Prairie Grass Matrix will be dotted in with forbs for structural support.

MEANDERING TRIBUTARY

Roundabout Concept



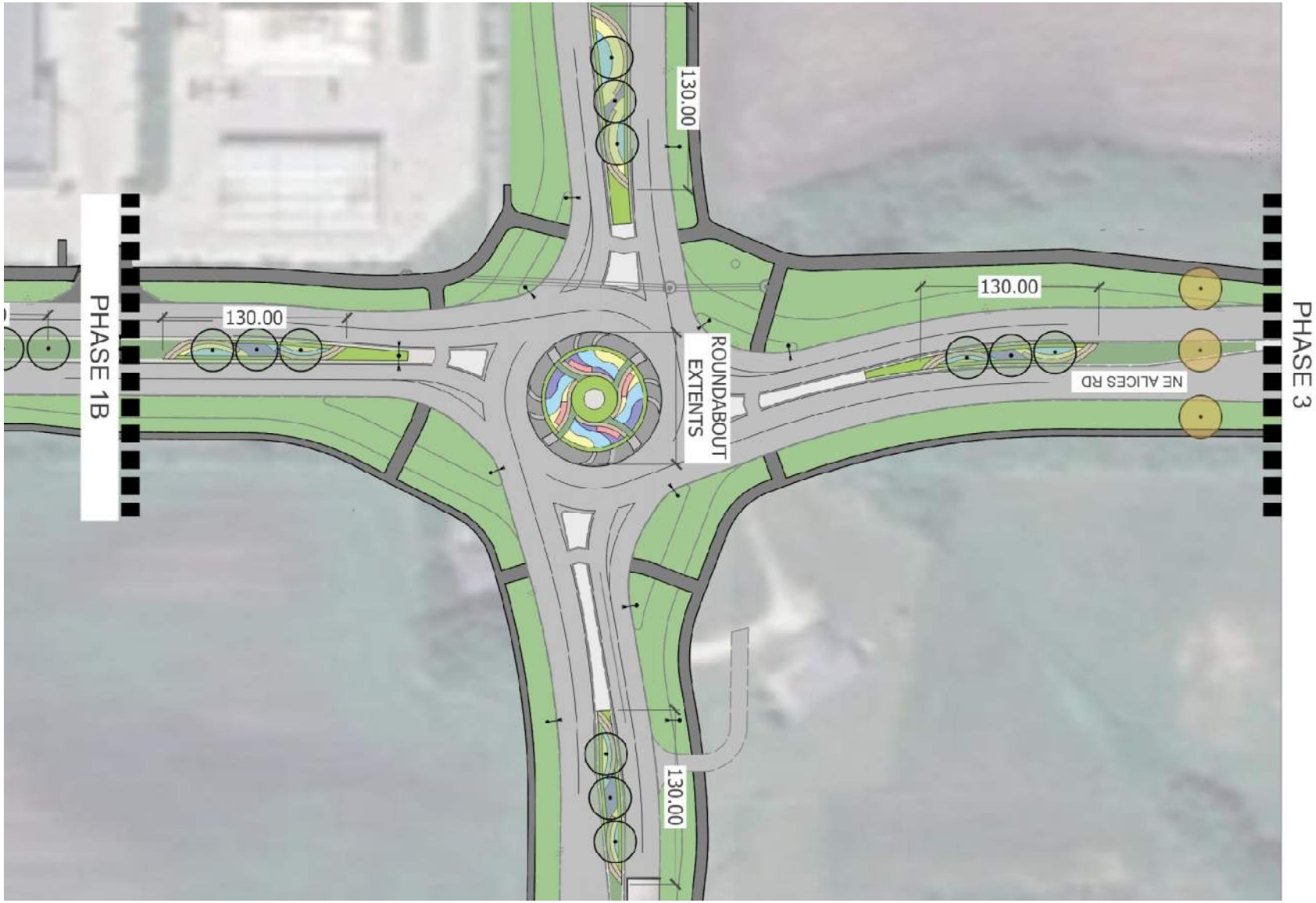
PHASE 2 & PHASE 3 AREAS

Douglas to Berkshire



PHASE 2 & 3 LANDSCAPING

PHASE 2 - CONTINUED MEANDERING TRIBUTARY



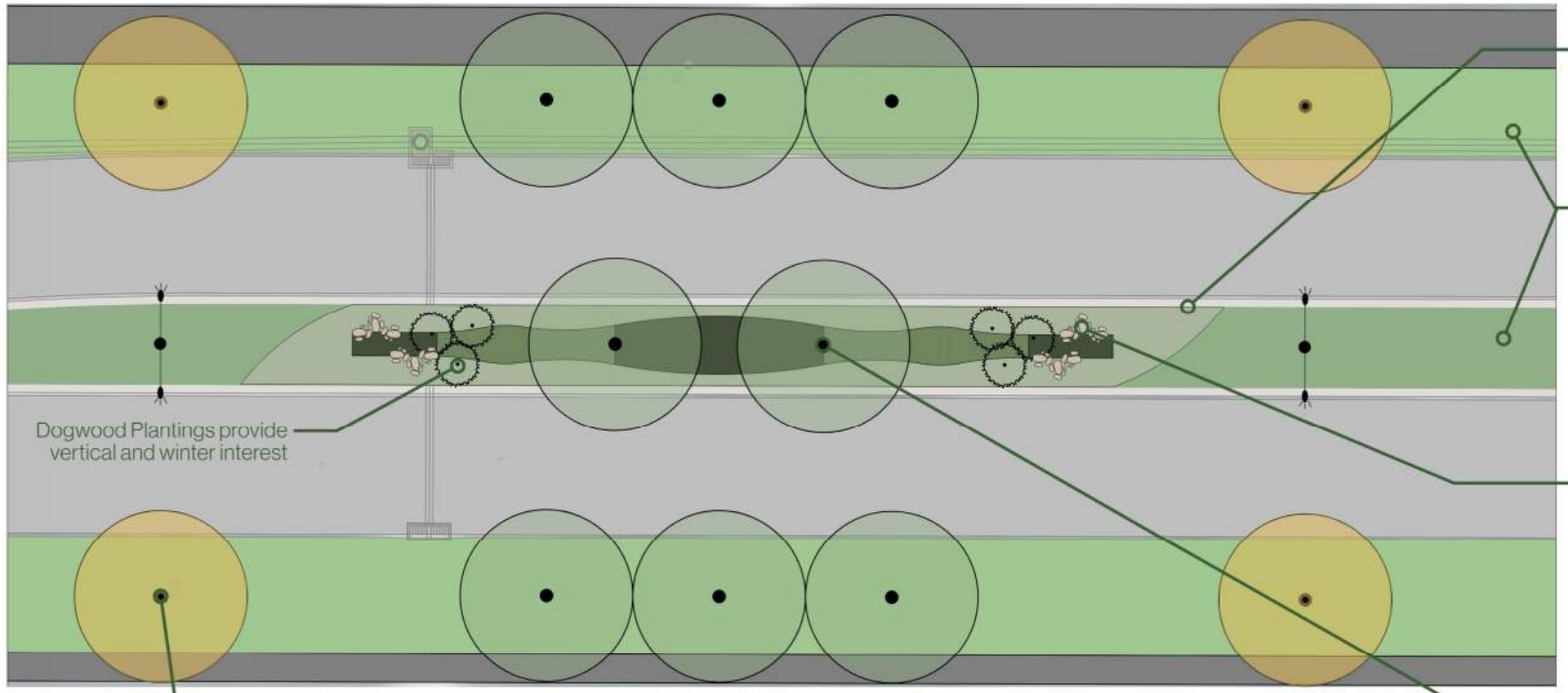
PHASE 3 – WILDS CONCEPT



"Wilds" Concept

Planting Concept

Naturalized "Wilds" themed landscape with Native Trees, Shrubs, and Grass plantings mixed in with Limestone Outcroppings





2' Thickened Curb Maintenance Strip



Low-Mow Pollinator Lawn



Limestone Boulder Outcroppings



Specimen Street Trees



Low Native Grasses



Tall Native Grasses



Native Shrubs



Street Trees

PHASE 4 AREA

Berkshire to Meredith



PHASE 4 LANDSCAPING

Little Walnut Creek Trailhead

Concept

Little Walnut Creek Trailhead features "Wilds" themed plantings, limestone boulders, and wayfinding all centered around a gathering/rest area.



Limestone Slab Seating



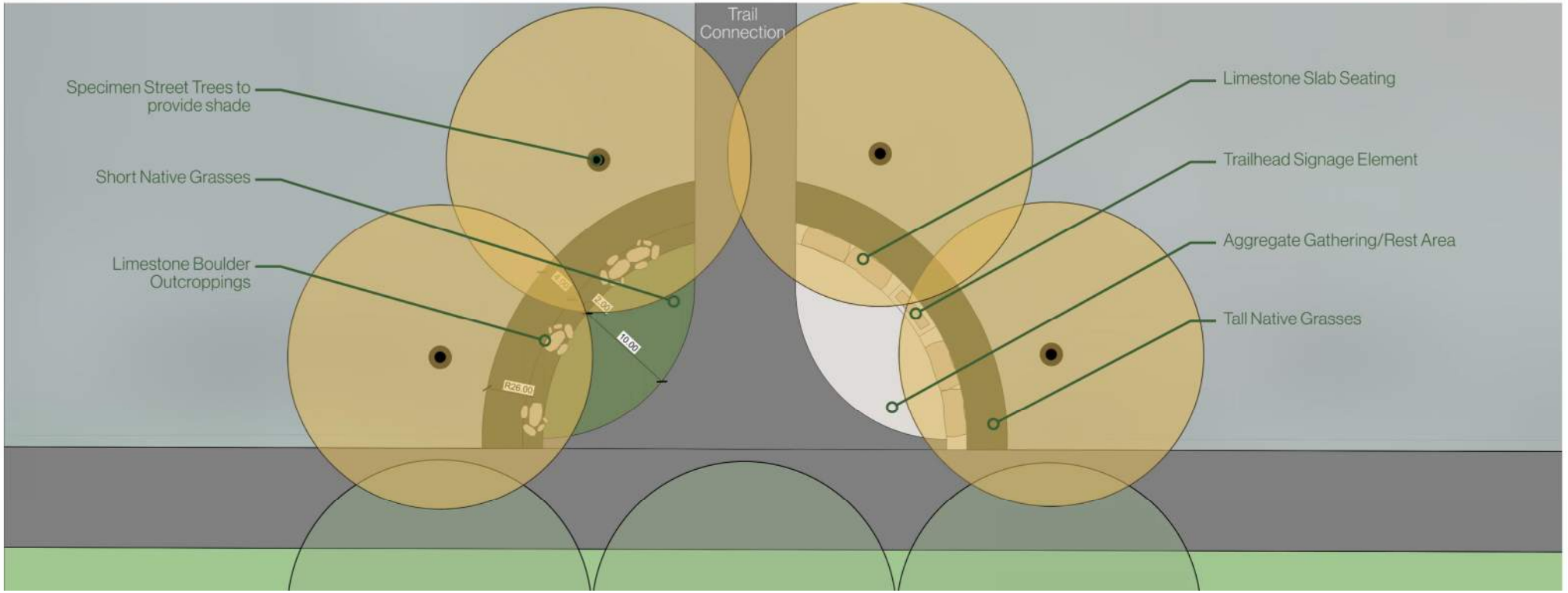
Limestone Boulder Outcroppings



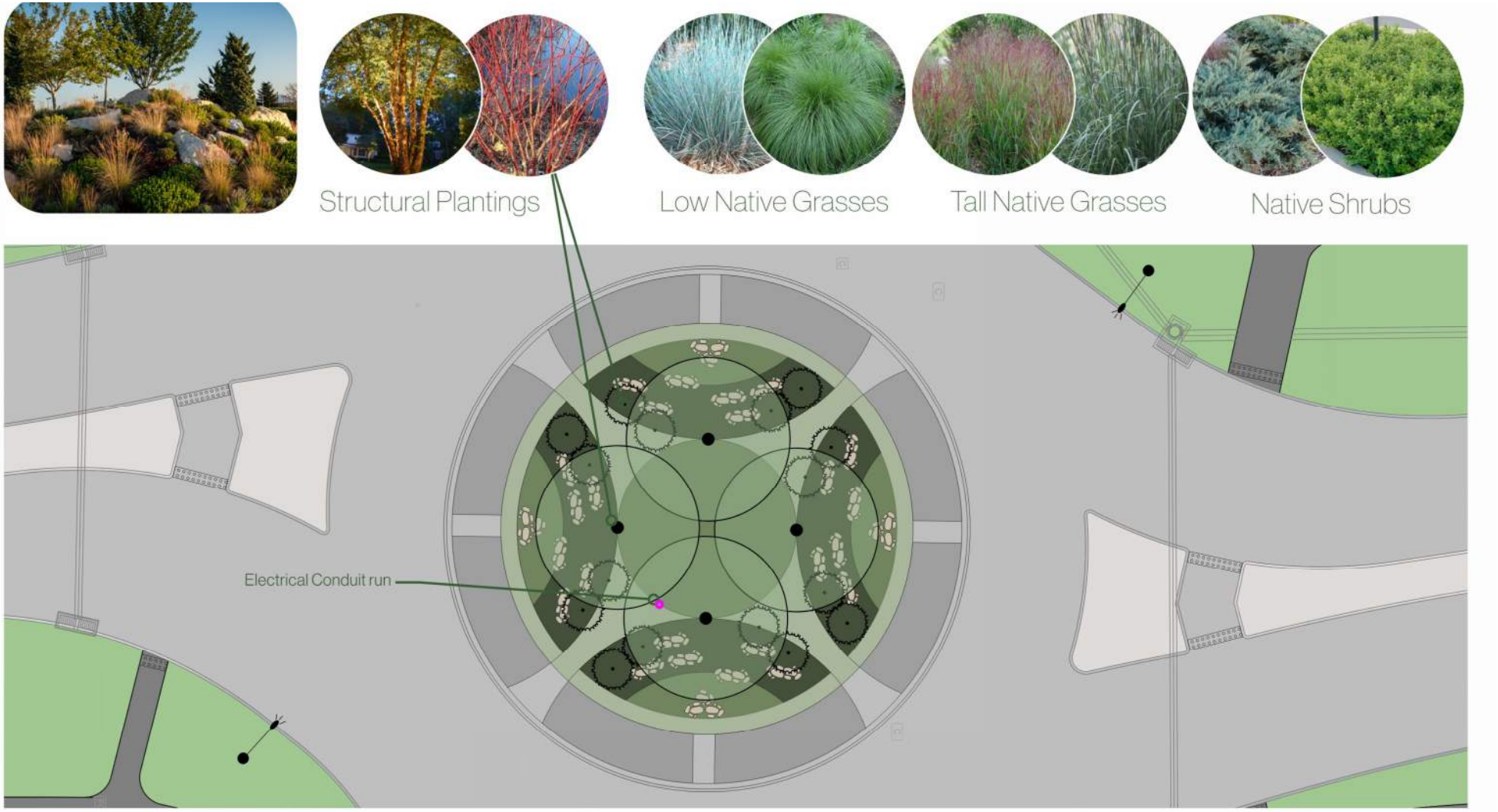
Native Plantings



Trailhead Signage



WILDS
Roundabout Concept

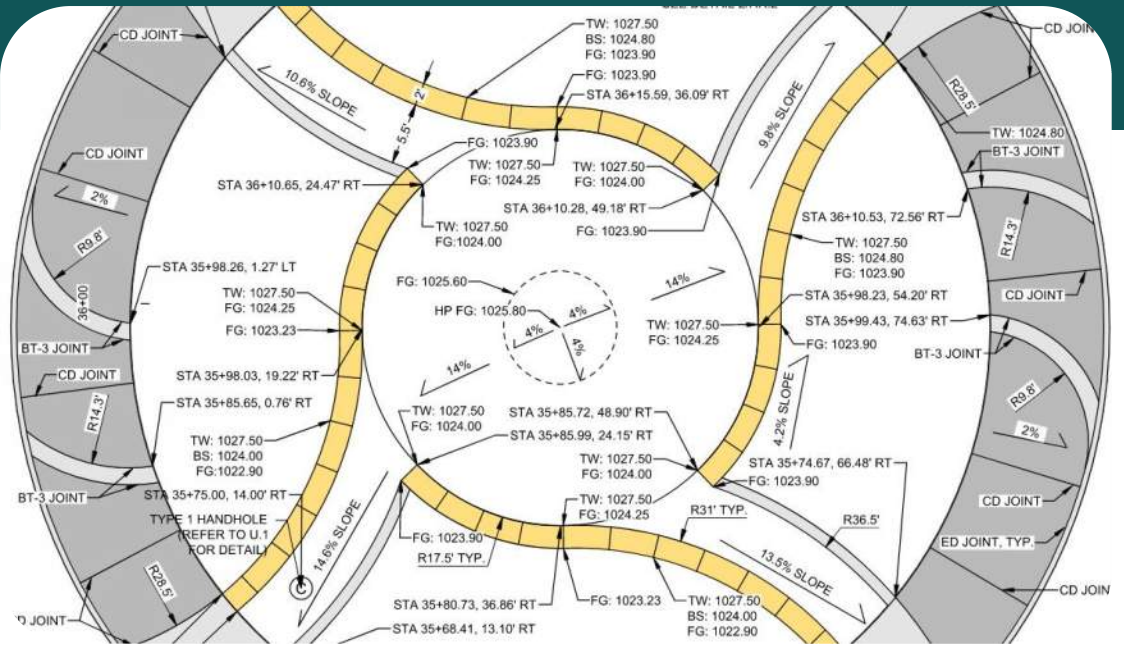


PUBLIC ART PLANNING

Within Roundabouts



ROUNDABOUT CONCEPT RENDERING – STANTEC



Alice's / Boston Roundabout Concept

Colored and Stamped Concrete Truck Apron

Interior Plantings

Interior Stone Outcroppings

Alice's / Boston Design Detail

Grading Designed For Future Public Art

Flat Center Circle

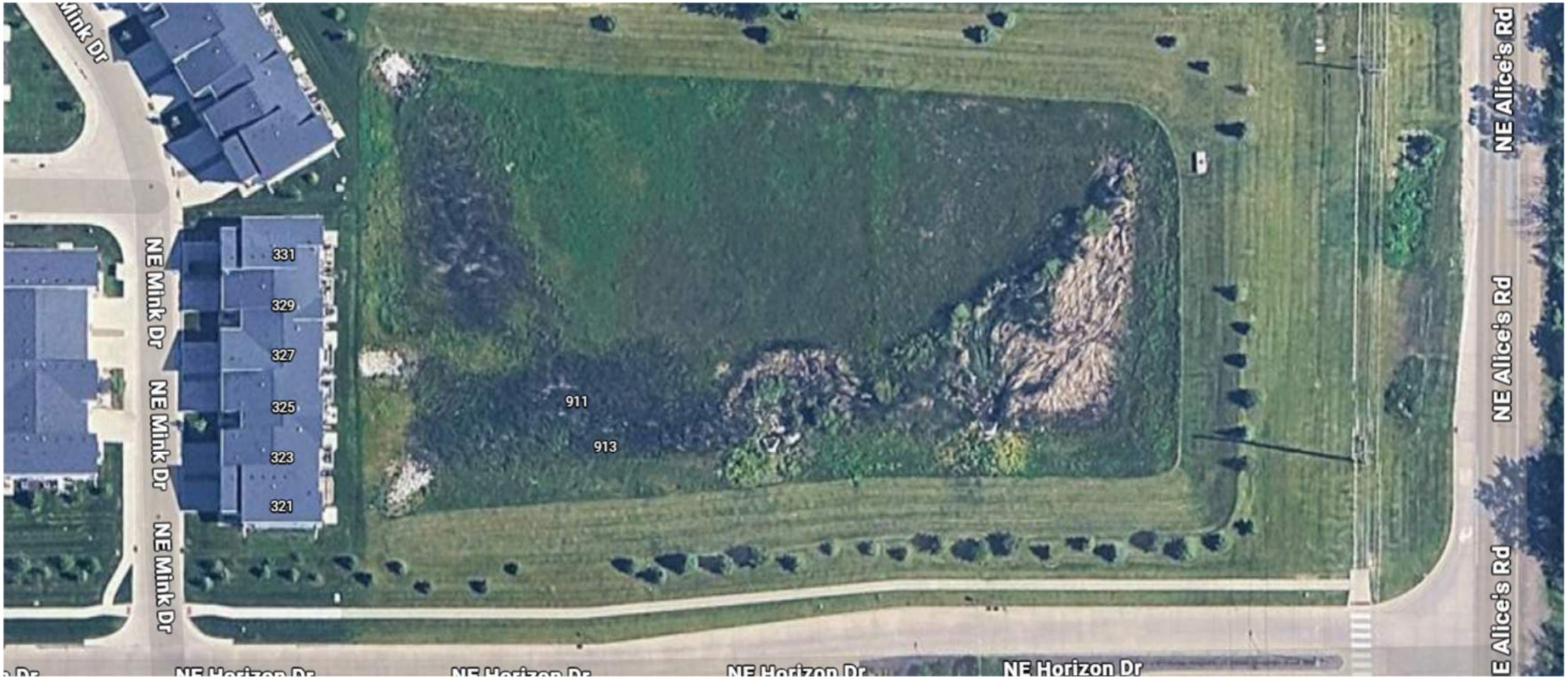
Conduit Installed for Future Lighting

4

STORMWATER MANAGEMENT

STORMWATER MANAGEMENT

Phase 1 Project Area



STORMWATER MANAGEMENT

Phase 1 Project Area



STORMWATER MANAGEMENT

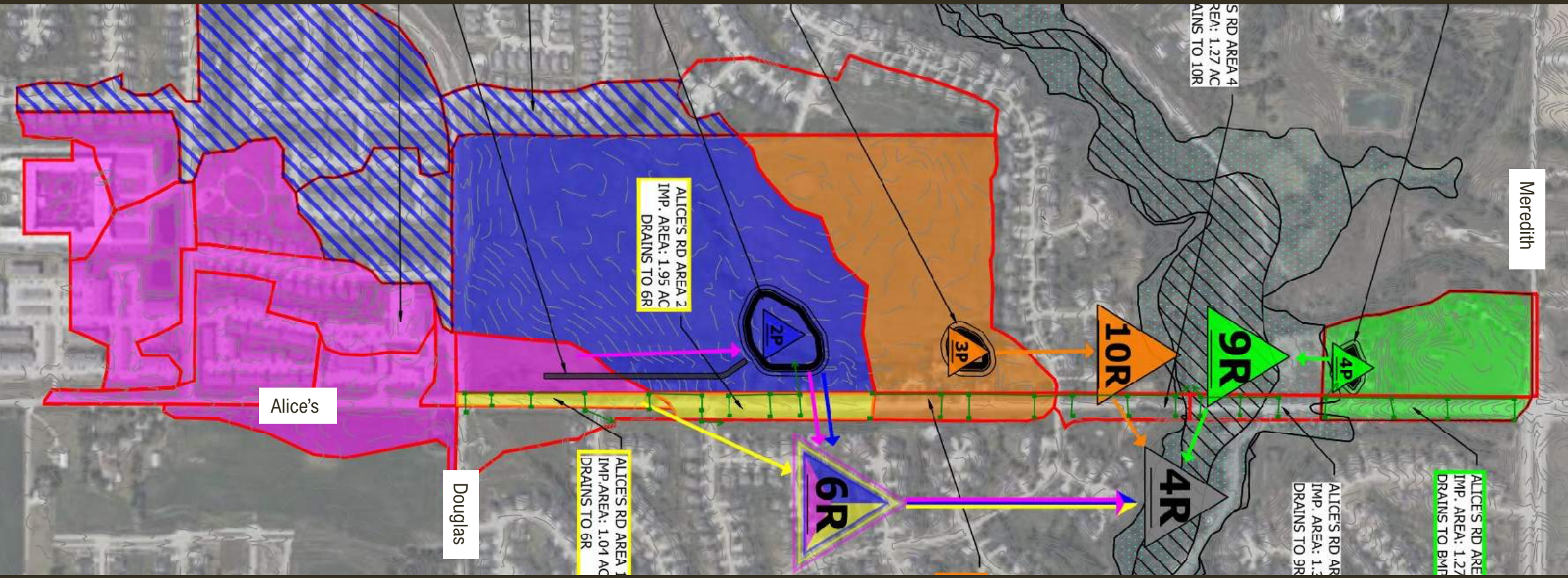
Phase 1B – Phase 4 Area



TARGET BMP AREAS

STORMWATER MANAGEMENT

Phase 1B – Phase 4 Area



STORMWATER MANAGEMENT CONCEPT CALCULATIONS


DOUGLAS PARKWAY
PRAIRIE DRIVE
CONCEPT STREET
CONCEPT GREENWAY
CONCEPT STREET
AURORA DRIVE
BERKSHIRE PARKWAY
PREFERRED
BASIN
SIZE
ALICES ROAD

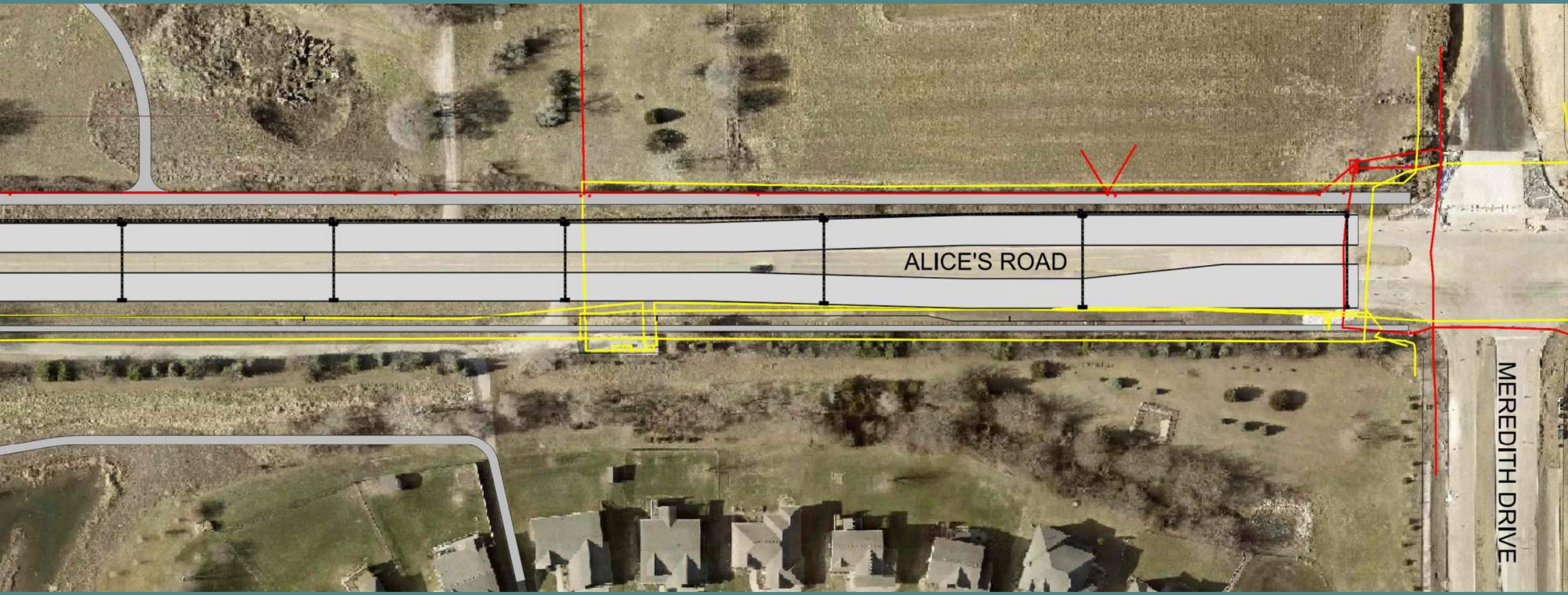

DOUGLAS PARKWAY
PRAIRIE DRIVE
CONCEPT STREET
CONCEPT GREENWAY
CONCEPT STREET
AURORA DRIVE
BERKSHIRE PARKWAY
MINIMUM BASIN SIZE
ALICES ROAD

5

UTILITY COORDINATION

UTILITY COORDINATION

MidAmerican Energy



EXISTING MIDAMERICAN ENERGY FACILITIES IN PHASE 4 AREA

GAS FACILITIES

Gas Regulator Station

Current Roadway Design Requires Relocation or Major Adjustment

Relocation Impacts Schedule

MidAmerican Staff Reviewing Cost & Schedule

Gas Main Pipes

Current Roadway Design Being Evaluated for Potential Conflict



EXISTING GAS REGULATOR STATION

OVERHEAD ELECTRIC



EXISTING OVERHEAD ELECTRIC POLES NEAR LITTLE WALNUT CREEK

Overhead Poles

Current Roadway Design Requires Relocation

MidAmerican Staff Reviewing Overhead vs. Underground Relocation

Cost Differential Could be Project Cost

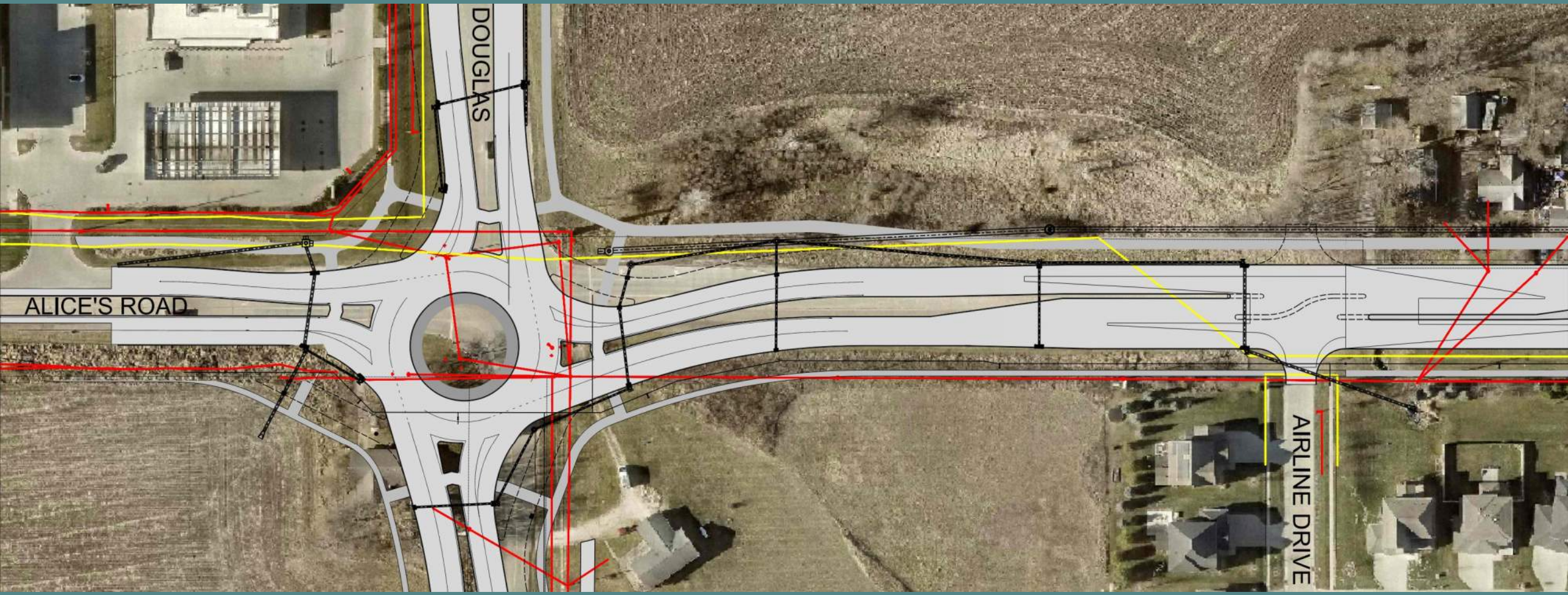
Services

New/Relocated Service Needed For Pedestrian Tunnel Lighting

New/Relocated Service Needed For WRA Meter Station

UTILITY COORDINATION

MidAmerican Energy



EXISTING MIDAMERICAN ENERGY FACILITIES IN PHASE 2 AREA



OVERHEAD ELECTRIC

Transmission Poles

Relocation Desired for Drainage & Future Construction

Long Lead Time For Design & Pole Fabrication

MidAmerican Staff Reviewing Cost & Schedule

Relocation is a Project Cost

Design Team Reviewing Options to Keep Pole

EXISTING OVERHEAD ELECTRIC AT DOUGLAS

6

PROPERTY ACQUISITION

PROPERTY ACQUISITION – PHASE 4

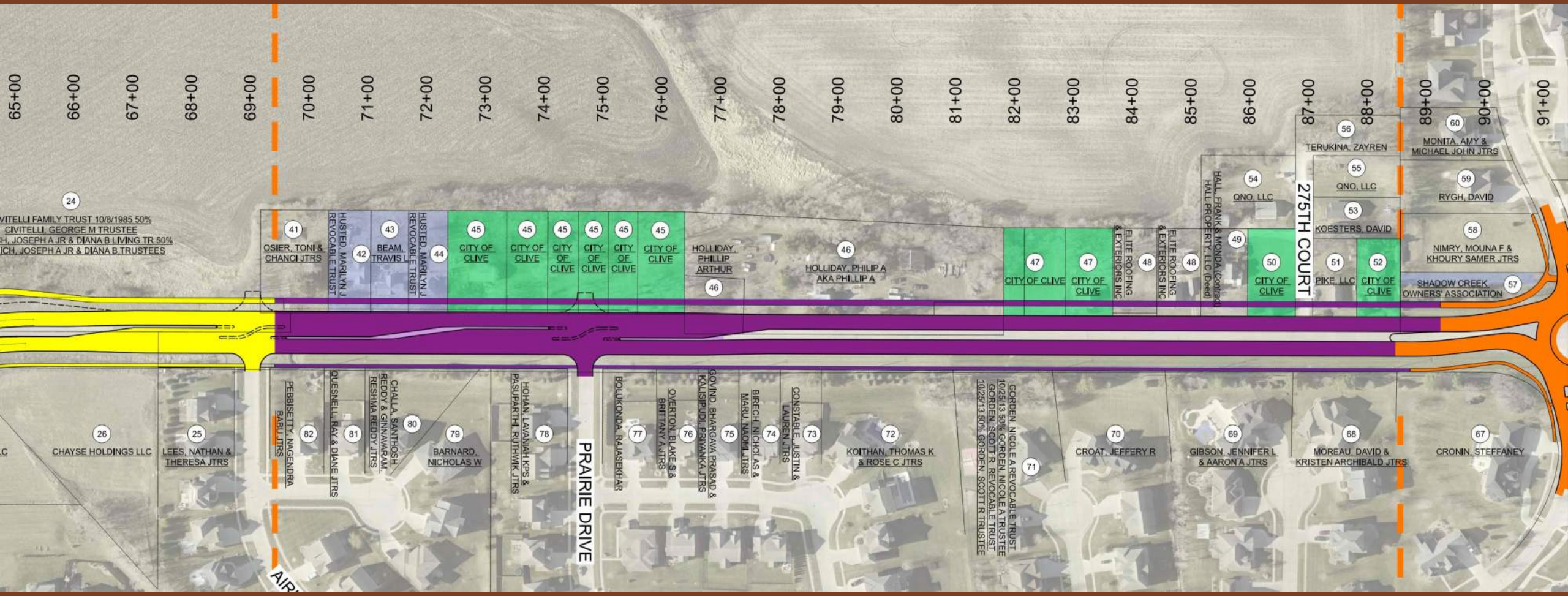
Berkshire to Meredith



PHASE 4 ACQUISITIONS

PROPERTY ACQUISITION – PHASE 3

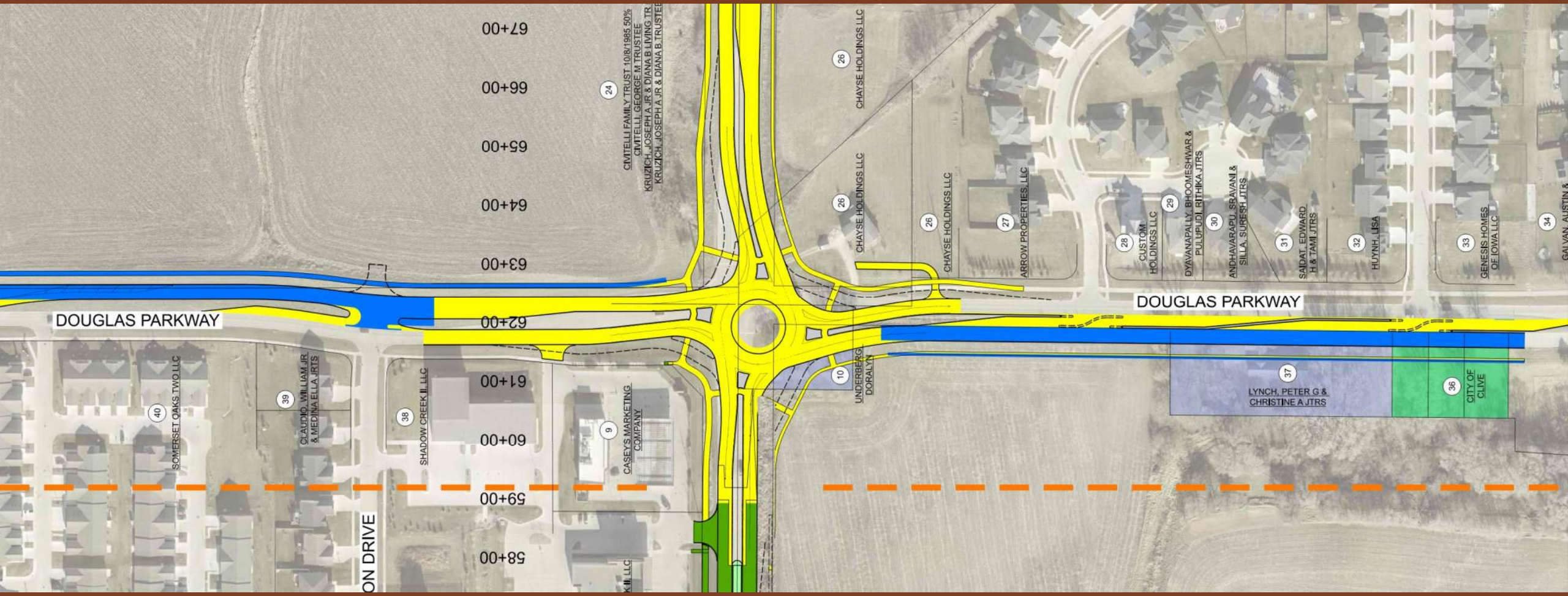
Douglas to Berkshire



PHASE 3 TOTAL ACQUISITIONS

PROPERTY ACQUISITION – PHASE 2

Douglas



PHASE 2 TOTAL ACQUISITIONS

THANK YOU



CONCEPTUAL IMAGE OF ALICE'S AND BOSTON ROUNDABOUT

LAND DEVELOPMENT | MUNICIPAL | PUBLIC SPACES | STRUCTURAL | TRANSPORTATION | WATER

SNYDER & ASSOCIATES

Memo

TO: Mayor and Council members
FROM:
DATE: April 23, 2026
RE: Resolution Approving Professional Services Agreement - Alice's Road Reconstruction - Phase 4-Final Design - Snyder & Asscociates - $447,500.00

SYNOPSIS:
At the January 11, 2024 City Council meeting, Council approved a resolution approving a Professional Services Agreement (PSA) with Snyder & Associates (Snyder), for the Alice's Road Reconstruction Project – Phase 1. That PSA included the design of Phase 1 and the preliminary design for Phases 2-4. The preliminary design for Phase 4 is complete and Snyder is ready to move into the final design of Phase 4 which is scheduled to be let in early 2027.

The CIP includes $536,500 for Phase 4 final design services

Staff recommends approval of the PSA with Snyder & Associates for final design and construction services for the Alice's Road Reconstruction Project – Phase 4 in an amount not to exceed $447,500.00.

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 - 04-23-26 - Alice's Road Reconstruction Project - Phase 4 - PSA - Snyder & Associates - $447,500.00
2. 04-23-26 - Alice's Road Phase 4 PSA Final Design -$447,500.00

RESOLUTION NO._____

RESOLUTION APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH SNYDER AND ASSOCIATES, INC., FOR DESIGN OF THE ALICE'S ROAD RECONSTRUCTION PROJECT – PHASE 4 FINAL DESIGN

WHEREAS, the City of Clive, (City) is desirous of reconstructing Alices' Road from south of Berkshire Parkway to Meredith, Phase 4 of the Alice's Road Reconstruction Project, herein after referred to as the Project, and

WHEREAS, the City desires to enter into a Professional Services Agreement to complete the design of the Project; and

WHEREAS, the City has reviewed the Proposal submitted by Snyder and Associates, Inc., for professional services and would like to secure their services.

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

That the Mayor be authorized to execute the professional services agreement with Snyder and Associates, Inc, of Ankeny, Iowa, to complete design of the Alice's Road Reconstruction Project – Phase 4 Final Design

PASSED AND APPROVED this _____ day of _____, 2026.

CITY OF CLIVE, IOWA

By: _____
John Edwards, Mayor

ATTEST:

By:_____
Matthew Graham, City Clerk

STANDARD PROFESSIONAL SERVICES AGREEMENT

(Long Form-Modified)

NOW ON THIS 9th day of April, 2026, **Snyder & Associates, Inc.,** 2727 SW Snyder Blvd., P.O. Box 1159, Ankeny, IA 50023, (hereinafter, Professional), and The City of Clive, Iowa, 1900 NW 114th Street, Clive, IA 50325 (hereinafter, Client) do hereby agree as follows:

1. **PROJECT:** Professional agrees to provide Professional Services (Services) for Client's project known and identified as: NE Alice's Road Reconstruction – Berkshire Pkwy to Meredith Dr. (Phase 4) Final Design

2. **SCOPE and FEES:** The Scope of and the fees to be paid for said Services are set forth on Exhibit A attached hereto and by this reference made a part of this Agreement. Any Services not shown on Exhibit A shall be considered Additional Services. Additional Services may only be added by written change order, amendment or supplement to this agreement signed by both parties.

3. **STANDARD OF CARE:** In providing Services under this Agreement, the Professional shall perform in a manner consistent with the degree of care and skill exercised by members of the same professional discipline currently practicing under similar circumstances at the same time and in the same or similar locality. Except as otherwise provided in this Agreement, Professional makes no warranty, express or implied, as to its professional services rendered under this Agreement.

   3.1. Client shall promptly report to Professional any defects or suspected defects in the Professional's Services of which Client becomes aware so that the Professional may take measures to minimize the consequences of such a defect.

   3.2. Professional shall correct any reported defects in Professional's Services at Professional's cost.

   3.3. No withholdings, deductions or offsets shall be made from the Professional's compensation for any reason unless the Professional has been found to be legally liable for such amounts by a court of competent jurisdiction.

4. **CODE COMPLIANCE:** Professional shall exercise usual and customary professional care in its efforts to comply with applicable laws, codes and regulations in effect as of the date of this Agreement. Design changes made necessary by newly enacted laws, codes and regulations after the date of this Agreement shall entitle the Professional to a reasonable adjustment in the schedule and additional compensation in accordance with the Additional Services provision of this Agreement.

   4.1. In the event of a conflict between laws, codes and regulations of various governmental entities having jurisdiction over this Project, the Professional shall notify the Client of the nature and impact of such conflict. The Client agrees to cooperate and work with the Professional in an effort to resolve this conflict.

5. **ESTIMATES OF PROBABLE CONSTRUCTION COST:** Should Professional be requested and it is included in the Scope of Services to provide an estimate of probable construction cost, Client understands that the Professional has no control over the cost or availability of labor, equipment or materials, or over market conditions or the Contractor's method of pricing, and that the Professional's estimates of probable construction costs are made on the basis of the Professional's professional judgment and experience.

6. **INFORMATION PROVIDED BY OTHERS:** All information, requirements, instructions, criteria, reports, data, findings, plans, specifications, and surveys required by this Agreement and furnished by Client, may be used by Professional in performing its services and Professional is entitled to rely upon the accuracy and completeness thereof. Professional shall not be held responsible for any errors or omissions that may arise as a result of erroneous or incomplete information provided by the Client and/or the Client's consultants and contractors.

7. **TIMELINESS:** Professional will perform its services with reasonable diligence and expediency consistent with sound professional practices.

8. **SCHEDULE OF SERVICES:** Professional is authorized to begin providing the Services as of the date Professional receives a fully executed original signature copy of this Agreement.

    8.1. Professional shall complete its services within a reasonable time; or, within the specific period(s) of time, if any, set forth in Exhibit A which are hereby agreed to be reasonable.

    8.2. Professional shall not be responsible for delays and/or for damages, if any, arising directly or indirectly from causes beyond the Professional's control. Such causes include, but are not limited to, strikes or other labor disputes; severe weather disruptions or other natural disasters or acts of God; fires, riots, war or other emergencies; failure of any government agency to act in a timely manner; failure by the Client or the Client's contractors or consultants to timely perform; or discovery of any hazardous substances or differing site conditions.

    8.3. If Professional is delayed, through no fault of its own, and the orderly and continuous progress of Professional's services is impaired or suspended; or, the Client authorizes or directs changes in the scope, extent, or character of the Project, then the time for the completion of Professional's services, and the rates and amounts of Professional's compensation, shall be equitably adjusted.

9. **CLIENT'S RESPONSIBILITIES:** Client understands and agrees that it will be responsible for and in a timely manner:

    9.1. Provide to Professional, at Client's cost, all known and existing information, plans, specifications and data pertaining to or affecting the Project; all criteria and full information as to Client's requirements for the Project; all construction standards which Client will require to be included in the plans and specifications; copies of all other entities findings and reports generated for Client with respect to this Project; and such other information as may be requested and reasonably required to enable Professional to complete its services under this Agreement.

    9.2. Provide for safe access to and make all provisions for Professional to enter upon public and private property as required for Professional to perform its services under this Agreement.

    9.3. Coordinate the timing and sequence of Professional's services with the services of others to the Project.

    9.4. Provide reviews, certifications, authorizations, approvals, licenses and permits from all governmental authorities having jurisdiction over the Project or any part thereof and such reviews, certifications, authorizations, approvals, easements, rights-of-way and consents from others as may be necessary for Professional to complete its services under this Agreement.

    9.5. Review and examine (and shall seek the advice of an attorney, insurance counselor, financial and other advisors or consultants, as Client deems necessary relative to such review and examination) all studies, reports, sketches, drawings, specifications, proposals, alternate solutions, sample or proposed legal

documents and other documents submitted by Professional and render to Professional written interim and/or final decisions thereto.

9.6. Give written notice to Professional whenever Client observes or otherwise becomes aware of any Project Site concerns, any defect or nonconformance in the performance of any Contractor or other Consultant working on the Project, or of any other event or development that may affect the scope or time of performance of Professional's services; and, also, give written notice of any defect or nonconformance of Professional's services.

9.7. Provide services of an independent testing laboratory to perform all inspections, tests, and approvals of samples, materials, and equipment as may be required prior to the design of the Project, during the design and/or construction of the Project, or upon completion of the Project with appropriate professional interpretation thereof, unless such services are included within Professional's scope of services under this Agreement.

9.8. Attend the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings, and substantial completion and final payment Project Site visits.

10. **INVOICING AND PAYMENTS:** Professional shall prepare invoices in accordance with its standard invoicing practices and submit the invoice(s) to Client on a monthly basis. Client agrees to timely pay each invoice within 30 days of the invoice receipt date.

10.1. Payments not paid within said 30 days shall accrue interest on unpaid balances at the rate of 1.5% per month (or the maximum rate of interest permitted by law, if less) from said 30th day following written notice of nonpayment to Client. Payments will be credited first to accrued interest and then to unpaid principal**.**

10.2. In the event legal action is necessary to enforce the payment terms of this Agreement, Professional shall be entitled to collect from Client and Client agrees to pay to Professional any judgment or settlement sum(s) due, plus reasonable attorneys' fees, court costs and other expenses incurred by Professional for such collection action.

11. **INDEMNIFICATION:** To the fullest extent permitted by law, the parties agree as follows:

11.1. Each party (each, an "Indemnifying Party") agrees to defend, indemnify and hold the other party, including its affiliates, and all of their respective officers, directors, agents and employees (each, an "Indemnitee"), harmless from and against any and all claims, demands, liabilities, losses, damages, actions, judgments, costs, expenses, fines and reasonable attorneys' fees (collectively, "Claims") asserted by a third party against any Indemnitee to the extent arising out of, related to or in connection with: (A) any infringement or misappropriation of any patent, copyright, trade secret, trademark, service mark, trade name, proprietary information or other intellectual property rights by the Indemnifying Party; (B) the Indemnifying Party's negligent acts, omissions and/or willful misconduct; (C) the death or bodily injury of any agent, employee, subcontractor, customer, business invitee or business visitor of the Indemnifying Party, except to the extent caused by the other party; or (D) any violation by the Indemnifying Party of any applicable law.

11.2. Any Indemnitee seeking indemnification for a Claim made by a third party under this Section 11 shall give prompt written notice to the Indemnifying Party of such Claim; provided, however, the failure by an Indemnitee to give such notice shall not relieve the Indemnifying Party of its obligations under this Section, except to the extent that the Indemnifying Party is materially prejudiced as a result of such failure. In addition, the Indemnitee shall allow the Indemnifying Party to direct the defense and settlement of any such Claim, with counsel of the Indemnifying Party's choosing, and shall provide the Indemnifying Party, at the Indemnifying Party's expense, with such information and assistance as is reasonably

necessary for the defense and settlement of the Claim. The Indemnifying Party shall not be liable for any settlement of an action effected without its written consent (which consent shall not be unreasonably withheld or delayed), nor shall the Indemnifying Party settle any such action that affects the Indemnitee's rights or interests without the written consent of the Indemnitee. The Indemnifying Party shall not consent to the entry of any judgment or enter into any settlement that does not include as an unconditional term thereof the giving by the claimant or plaintiff to the Indemnitee a release from all liability with respect to the Claim.

12. **MUTUAL WAIVERS:** Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, except for damages arising out of a party's gross negligence or willful misconduct, neither the Client nor the Professional, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or to this Agreement.

13. **OWNERSHIP OF DOCUMENTS**: All plans, drawings, specifications, computations, sketches, data, surveys, models, photographs, renderings, and other like materials relating to the services ("Documents") shall become the property of the Client at the conclusion of the Project or termination of the services of the Professional, whichever is earlier, and shall be delivered to the Client clearly marked and identified and in good order upon full payment for services. The Client may use the Documents as it determines, but the Professional shall incur no liability for the Client's use of the Documents other than in connection with the Project, and the Client hereby indemnifies and holds harmless the Professional from any loss or damage, including attorneys' fees, incurred as a result of this provision. The Client agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless the Professional, its officers, directors, employees and subconsultants (collectively, Professional) against any damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising from or allegedly arising from or in any way connected with the use of the Documents other than in connection with the Project or with the written authorization of the Professional.

    13.1. The Client agrees to waive all claims against the Professional resulting in any way from any use of the Documents other than in connection with the Project.

14. **CERTIFICATIONS, GUARANTEES AND WARRANTIES:** The Professional shall not be required to sign any documents, no matter by whom requested, that would result in the Professional's having to certify, guarantee or warrant the existence of conditions whose existence the Professional cannot ascertain or in the reasonable judgment of the Professional, increase the Professional's risk or the availability or cost of its professional or general liability insurance. The Client also agrees not to make resolution of any dispute with the Professional or payment of any amount due to the Professional in any way contingent upon the Professional signing any such certification.

15. **RIGHT TO RETAIN SUBCONSULTANTS:** The Professional may engage the services of any professional as a subconsultant when, in the Professionals' sole opinion, it is appropriate to do so. Such subconsultants may include both general and specialized professional services deemed necessary by the Professional to carry out the scope of the Professional's services, provided that Professional shall be liable for the acts or omissions of its subconsultants as if they were the acts or omissions of Professional. Professional shall not be required by the Client to retain any subconsultant not fully acceptable to the Professional.

16. **SUSPENSION OF SERVICES**: If the Project or the Professional's services are suspended by the Client for more than thirty (30) calendar days, consecutive or in the aggregate, over the term of this Agreement, the Professional shall be compensated for all services performed and reimbursable expenses incurred prior to the receipt of notice of suspension. In addition, upon resumption of services, the Client shall compensate the Professional for expenses incurred as a result of the suspension and resumption of its services, and the Professional's schedule and fees for the remainder of the Project shall be equitably adjusted.

16.1. If the Professional's services are suspended for more than ninety (90) days, consecutive or in the aggregate, the Professional may terminate this Agreement upon giving not less than seven (7) calendar days' written notice to the Client.

16.2. If the Client is in breach of the payment terms or otherwise is in material breach of this Agreement, the Professional may suspend performance of services if Client does not cure the default following thirty (30) calendar days' written notice to the Client. The Professional shall have no liability to the Client, and the Client agrees to make no claim for any delay or damage as a result of such suspension to the extent caused by any breach of this Agreement by the Client. Upon receipt of payment in full of all outstanding sums due from the Client, or curing of such other breach which caused the Professional to suspend services, the Professional will resume services and there shall be an equitable adjustment to the remaining project schedule and fees as a result of the suspension.

17. **DISPUTE RESOLUTION:**

17.1. The Client and the Professional agree that this Agreement and any legal actions concerning its validity, interpretation and/or performance shall be governed by the laws of the State of Iowa without regard to any conflict of laws provisions, which may apply the laws of other jurisdictions.

17.2. It is further agreed that any legal action between the Client and the Professional arising out of this Agreement or the performance of the services shall be brought in a court of competent jurisdiction in the State of Iowa.

17.3. EACH OF THE PARTIES HERETO IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER BASED ON CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE ACTIONS OF THE PARTIES IN THE PERFORMANCE OR ENFORCEMENT HEREOF.

18. **TERMINATION:** In the event of termination of this Agreement by either party, the Client shall within thirty (30) calendar days of termination pay the Professional for all services rendered and all reimbursable costs incurred by the Professional up to the date of termination, in accordance with the payment provisions of this Agreement.

18.1. The Client may terminate this Agreement for the Client's convenience and without cause upon giving the Professional not less than seven (7) calendar days' written notice.

18.2. Either party may terminate this Agreement for cause upon giving the other party not less than seven (7) calendar days' written notice for any of the following reasons:

18.2.1. Substantial failure by the other party to perform in accordance with the terms of this Agreement and through no fault of the terminating party, following a thirty (30) day written notice period to cure the default;

18.2.2. Assignment of this Agreement or transfer of the Project by either party to any other entity without the prior written consent of the other party;

18.2.3. Suspension of the Project or the Professional's services by the Client for more than ninety (90) calendar days, consecutive or in the aggregate;

18.2.4. Material changes in the conditions under which this Agreement was entered into, the Scope of Services or the nature of the Project, and the failure of the parties to reach agreement on the compensation and schedule adjustments necessitated by such changes.

18.3. In the event of any termination that is not the fault of the Professional, the Client shall pay the Professional, in addition to payment for services rendered and reimbursable costs incurred, for all expenses reasonably incurred by the Professional in connection with the orderly termination of this Agreement, including but not limited to demobilization, reassignment of personnel, associated overhead costs and all other expenses directly resulting from the termination.

19. **THIRD-PARTY BENEFICIARIES:** Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or the Professional, except for the rights of the City of Waukee against Professional for that portion of the Project within the City's boundaries. The Professional's services under this Agreement are being performed solely for the benefit of Client and the City of Waukee, and no other party or entity shall have any claim against the Professional because of this Agreement or the performance or nonperformance of services hereunder.

20. **ASSIGNMENT:** Neither party to this Agreement shall transfer, sublet or assign any rights or duties under or interest in this Agreement, including but not limited to monies that are due or monies that may be due, without the prior written consent of the other party. Subcontracting to subconsultants, normally contemplated by the Professional as a generally accepted business practice, shall not be considered an assignment or sublet for purposes of this Agreement (See paragraph 15 above).

21. **SEVERABILITY AND SURVIVAL:** If any term or provision of this Agreement is held to be invalid or unenforceable under any applicable statute or rule of law, such holding shall be applied only to the provision so held, and the remainder of this Agreement shall remain in full force and effect. Notwithstanding completion or termination of this Agreement for any reason, all rights, duties and obligations of the parties to this Agreement shall survive such completion or termination and remain in full force and effect until fulfilled.

22. **ENTIRE AGREEMENT AND MODIFICATIONS:** This Agreement and the following Exhibits which are incorporated by this reference and made a part of this Agreement:

Exhibit	**A**	**Scope of Services**	**Exhibit**	**B**	**Standard Fee Schedule**
Exhibit	**C**	**Geotechnical Boring Layout**	**Exhibit**		

contain the entire understanding between the Parties, superseding all prior or contemporaneous communications, agreements, and understandings between the Parties with respect to the subject matter hereof. This Agreement may not be modified in any manner except by written amendment, addendum, change order, or supplement executed by both Parties.

IN WITNESS WHEREOF**,** the Parties have caused this Agreement to be executed by their duly authorized representatives to be effective as of the day and year first above written.

City of Clive, Iowa **(Client)**	**SNYDER & ASSOCIATES, INC. (Professional)**
By:_____	By:_____
(Authorized agent)	(Authorized agent)
John Edwards, Mayor	David N. Moeller, P.E., President
(Printed or typed signature)	(Printed or typed signature)
	Route executed copy to: NEC

EXHIBIT A

NE ALICE'S ROAD RECONSTRUCTION – BERKSHIRE PARKWAY TO MEREDITH DRIVE (PHASE 4)
CLIVE, IOWA

CLIENT:	THE CITY OF CLIVE 1900 NW 114TH STREET CLIVE, IOWA, 50325 C/O JEFF MAY, PE
ENGINEER:	SNYDER & ASSOCIATES, INC. 2727 SW SNYDER BLVD ANKENY, IOWA 50023
PROJECT:	FINAL DESIGN FOR RECONSTRUCTION OF NE ALICE'S ROAD (PHASE 4)
DATE:	APRIL 9, 2026

I. GENERAL / PROJECT DESCRIPTION

The CLIENT is in the process of completing preliminary design to reconstruct NE Alice's Road as an arterial four-lane divided urban street from just south of Berkshire Parkway to just south of Meredith Drive, otherwise known as Phase 4. The construction will widen 2,550 ft of the roadway from the existing 2-lane rural section to 4-lane divided urban section with a raised median including a roundabout at the intersection of Berkshire Parkway.

The corridor will include aesthetic features to deliver a fully integrated look and feel, as documented with the conceptual landscaping layout, to create an attractive roadway corridor.

The project will include bicycle and pedestrian accommodation which will consist of a 10-foot wide trail on the west side and a potential 5-foot wide sidewalk on the east side. The trail will connect to the existing trail at the north end of the project. A pedestrian underpass tunnel will be constructed to accommodate the Little Walnut Creek Greenbelt Trail and the project will include a connection from the Alice's Road trail to the Little Walnut Creek Greenbelt Trail.

The existing twin 10-foot by 12-foot RCB drainage structure will be replaced with a larger structure that accommodates movement of aquatic organisms. The structure is anticipated to be designed to achieve no-rise through Iowa DNR permitting.

The project includes Federal Aid funding and will be let as a single construction package through the Iowa Department of Transportation. One set of plans and specifications will be provided for the project.

II. SCOPE OF SERVICES

A. PROJECT MANAGEMENT

The Professional shall perform the following management services throughout the project:

1. Overall project management and control of the design contract for the project personnel and coordination including monthly review, planning and adjustment. The Professional will check and review work products prior to submission to the Client.

2. Monthly status reports and billing statements will be prepared and submitted to the Client.

3. Meetings will be held periodically between the Professional and Client staff to review progress, coordinate the work, and to answer questions and resolve issues. The Professional shall present information pertaining to the project, information shall include both technical and project management items. The Professional will prepare minutes of these meetings and distribute to meeting attendees for review and further distribution.

4. The Professional will assist the Client in coordination with the State and other regulatory agencies on specific design requirements.

B. UTILITY COORDINATION

The Professional will continue utility coordination from preliminary design and facilitate communication with utility companies within the project limits. Final design utility coordination shall include:

1. Setup and coordinate utility specific meetings with utility companies and Client.

2. Review and address utility conflicts.

3. Assess potential relocation areas proposed by utility companies.

4. Review relocation plans for conflict with roadway design.

C. PERMITTING

The Professional shall prepare permit applications and supporting documentation for the following:

1. Create an initial Storm Water Pollution Prevention Plan (SWPPP) in accordance with Iowa DNR guidelines. Develop the public notice for Client publication, complete the Notice of Intent (NOI) and obtain an NPDES General Permit No. 2 for the project.

2. Application and coordination with Iowa DNR for a water supply construction permit.

3. Application and coordination with Iowa DNR for a wastewater construction permit.

D. GEOTECHNICAL INVESTIGATION

The Professional shall utilize subconsultant Allender Butzke Engineers, Inc. to provide geotechnical engineering services and soils testing for the project. Geotechnical services include:

1. Mobilization with truck mounted and all-terrain drilling equipment, contact Iowa One Call for utility locations (private utility locates are not included), traffic control with flaggers, ROW/lane closure permits.

2. Drill and sample 12 soil borings 10 to 30 feet deep (210 feet total), refer to boring locations in shown in Exhibit C.

3. Auger and classify 1 soil boring 10 feet deep.

4. Laboratory testing:

   i. Moisture contents
   ii. Dry densities
   iii. Unconfined compressive strength tests
   iv. Two (2) consolidation tests
   v. Two (2) Atterberg limits
   vi. Two (2) grain size
   vii. Two (2) Standard Proctor tests for soil suitability per SUDAS

5. Engineering analysis, and written report.

E. ARCHITECTURAL HISTORY RECONNAISSANCE SURVEY UPDATES & INTENSIVE SURVEY

Architectural History Reconnaissance Survey (Recon) are visual or predictive surveys that identify the general distribution, location, and nature of architectural resources within a given area. The previously prepared reconnaissance survey for this project needs minor revisions and updates due a total acquisition of properties within the project area that are 45-years old.

An Architectural History Intensive Survey is a study of a specific property to include detailed architectural and historical information. Intensive surveys include the preparation of an Iowa Site Inventory Forms (ISIF) for each surveyed property at least 45 years of age. ISIFs will be prepared for two properties within the reconnaissance survey area that are subject to demolition as a result of the proposed undertaking.

All research, survey, and reporting will follow the standards for architectural investigations set forth in the State Historical Society of Iowa's (SHPO) Guidelines for Architectural Survey in Iowa (draft, 2019).

The Professional will complete the following tasks:

1. Review of available historic maps, records, & photographs, architectural history property records, and historic contexts related to the area and/or properties within.

2. Update Reconnaissance Survey narrative and maps to include additional information on property recently crossing age requirement for individual recordation.

3. Prepare ISIFs for the properties at 4051 and 4120 Alice's Road, respectively, to include a detailed physical description, research and interpretation of each property's owners and use.

4. Photographic recordation of the primary building, associated outbuildings, and site.

5. Evaluation and recommendation if two properties recorded in ISIFs are eligible for listing in the National Register of Historic Places.

6. A combined Reconnaissance and Intensive technical report will be provided to the Client in accordance with the Iowa SHPO survey guidelines. The Professional will provide deliverables digitally in the form of a PDF document of the architectural history reconnaissance report, including project maps and photographs, an Excel document of the RIS, and GIS shapefile of the survey area boundaries and individual survey points to the Client.

F. HYDRAULIC ANALYSIS

The Professional shall perform hydraulic design for the proposed replacement of the twin Reinforced Concrete Box Culvert (RCBC) that carries Alice's Road over Little Walnut Creek. The project is located within a Zone AE Special Flood Hazard Area in an incorporated area with a drainage area greater than 2 square miles. Therefore, an Iowa DNR Flood Plain Development Permit will be required. The following procedure shall be utilized:

1. The culvert crossing is located within the regulatory floodway of Little Walnut Creek and the proposed structure will be sized to meet a "No Rise" condition to the base flood elevation.

2. Backwater will be calculated and compared to the DNR Flood Plain Development recommendations.

3. The effective base hydraulic model of Little Walnut Creek will be obtained from the FEMA project library and will be used as the basis for analysis. Based on preliminary investigation this model may not be available, and the Iowa DNR will be contacted as to which model should be utilized for the project.

4. The Annual Exceedance Probability Discharges (AEPD) published in the Polk County, Iowa Flood Insurance Study (FIS) will be utilized for analysis of the "No Rise". StreamStats flows will be used for determination of backwater. The 0.5% (200 Year) will be interpolated from the StreamStats discharges at the project location. No additional hydrologic calculations will be performed.

5. The effective FEMA hydraulic model will be duplicated at the project site for the purpose of this analysis.

6. The duplicate effective model will be reviewed against current conditions. Any necessary corrections to the model will be incorporated as necessary to a corrective effective model.

7. The duplicate\corrective model will be copied and modified to remove the existing culverts and restore the cross sections at the crossing to a natural, pre-developed condition. The pre-developed model will be used as the baseline for determining if the proposed project meets backwater requirements.

8. A post project model will be prepared that includes the proposed culverts. The post project model will be compared to the duplicate\corrective effective model to determine if the "No Rise" criteria are met.

9. An evaluation of potential scour countermeasures will be undertaken to mitigate future erosion at the culvert inlets and outlets.

10. A report of the hydraulic analysis will be prepared. Local flood plain permit applications may be prepared as additional services, if required. The report will be submitted to the Iowa DNR as part of the application for a flood plain development permit.

11. Preparation of materials and submittals to FEMA for either a Conditional or Final Letter of Map Revision (LOMR) is not included as part of this scope and is considered additional services.

12. This scope assumes the replacement structures are concrete box culverts. Consideration of a bridge structure is not included as part of this scope and is considered additional services.

G. STRUCTURAL DESIGN

The Professional will provide engineering services for the Reinforced Concrete Box (RCB) drainage structure and the Little Walnut Creek Trail Pedestrian Structure.

Design services, documents, methods, and procedures shall be in conformance with current Iowa DOT policies and other appropriate laws, rules, and regulations.

1. General Project Assumptions

   a. Design to be consistent with current Iowa DOT design policies and detail standards where applicable.

   b. The project will be let through the Iowa DOT and follow Iowa DOT milestone schedule.

   c. Electronic plan files will be delivered in Microstation ORD Edition format and plotted on 11x17 sheets. Only 2D structural modeling and detailing is included; 3D modeling will be provided for information only.

   d. The cost opinions are for probable construction costs only and will be based on identified bid items and estimated quantities.

   e. Opinions of probable construction costs for this project will be based on history of similar projects and current Iowa DOT unit costs. Costs are intended for budgetary purposes only; exact costs are difficult to determine due to work being affected by traffic and staging requirements, right of way restrictions, the possibility of hidden or latent site conditions, site accessibility, and future market conditions.

   f. For structural design, assume any identified utility impacts will be addressed via utility relocation or roadway / trail alignment adjustments to avoid impacts at structures. No special design will be required to accommodate utilities.

   g. The pedestrian underpass structure will be a single cell reinforced pedestrian tunnel, the drainage structure is anticipated to be a two-cell reinforced concrete box culvert.
      i. Only cast-in-place options will be provided using Iowa DOT standard details for barrels and headwalls.
      ii. Underpass structures will utilize the Iowa DOT pedestrian tunnel standards.
      iii. Aesthetic details of the pedestrian underpass structure will consist of Iowa standard details for pedestrian culverts, including conduit, headwall safety rail, and form liners.
      iv. Conduit requirements for pedestrian underpass lighting are assumed to be consistent with standard details, and additional detailing will not be required. Lighting for the underpass structures is included.
      v. Staging details are not intended for the pedestrian underpass or drainage structure.
      vi. Pedestrian underpass and drainage structure will incorporate chain link fence details along the headwalls.
      vii. Standard details represent the aesthetics of the drainage structures.

2. Scope of Work

   a. Provide Preliminary concrete box design services as follows:
      i. Prepare Preliminary Design for structures to establish the type, size, and location.
      ii. RCB cell size will be standard Iowa DOT size.
      iii. Develop one Situation Plan utilizing cast-in-place option dimensions.
      iv. RCB length will be based on DOT criteria for cast-in-place option, or from the

combined standard lay length sections (4' minimum length – typical length of approximately 6') to meet the required overall length.

v. Headwall type for each type of structure will be consistent with Iowa DOT standards.
vi. Include revetment details.
vii. Prepare opinion of probable construction cost.

b. Provide Final concrete box design services as follows:
   i. Prepare Final Design for cast-in-place RCB option. Plan details to consist of Situation Plan with project quantities and list of applicable Iowa DOT Standards.
   ii. Prepare estimate of probable construction cost.

c. Provide bid period assistance for clarifications or plan updates.

H. TRAFFIC SIGNAL (RRFB) AND LIGHTING DESIGN

It is understood the two-lane pedestrian crossing at the roundabout intersection of Alice's Road and Berkshire Parkway will require Rectangular Rapid Flashing Beacons (RRFBs).

The Professional will complete RRFB design, plans, and specifications using available design standards of the Client, SUDAS, MUTCD and Accessibility Guidelines for Pedestrian Facilities in the Public Right-of-way (PROWAG) standards.

The Professional will provide lighting analysis and design for the roadway and pedestrian underpass structure.

1. RRFB design and plans are anticipated to include the following.

   a. Notes and Quantities Sheet
   b. Layout / Wiring Sheet
   c. Detail Sheet(s)
   d. Provide timing settings for pedestrian actuation sequences.

2. Lighting Design

   a. Includes photometric analysis and layout for MidAmerican Energy standard roadway light fixtures. Street lighting design and installation will be performed by the utility company.
   b. The Professional will Utilize AGi32 lighting design software to estimate the lighting levels provided by planned roadway lighting within the area of pedestrian facilities.
   c. The Professional will Utilize Agi32 lighting software to layout proposed pedestrian tunnel light fixture locations to achieve a minimum one-footcandle average light level on the proposed pedestrian pavement area. Proposed fixture selection will be coordinated with the Client. Fixture selection will be determined prior to analysis.
   d. Coordinate tunnel lighting with roadway lighting design on electrical circuit routing, control station location, and power source.
   e. Plans will be provided for review and comment.
   f. Lighting for pedestrian facilities is anticipated to be installed concurrent with roadway construction.

g. Final plans, details, and tabulations will be completed for incorporation into the one bid package.

3. Coordinate with MidAmerican Energy for location of power source and meter.

I. STORM WATER MANAGEMENT – HYDRODYNAMIC SEPARATOR SYSTEM

Stormwater management facilities within the project area are anticipated to include installation of hydrodynamic separators at discharge points of the storm sewer system. The Professional will provide analysis and design for the hydrodynamic separator system as follows:

1. Utilize roadway storm sewer design to evaluate the performance of the hydrodynamic separators.

2. Evaluate treatment flow rates, bypass conditions, and system capacity.

3. Select appropriate hydrodynamic separator unity types and configuration based on site constraints and treatment objectives.

4. Size the unit in accordance with manufacturer provided guidance and system performance parameters.

5. Prepare plans and details for inclusion in the final construction documents.

6. Prepare technical specifications and special provisions for the hydrodynamic separator system for inclusion in the contract documents.

7. Prepare an opinion of probable construction cost for each unit.

J. FINAL ROADWAY DESIGN

Based on approval of the preliminary plans, the Professional shall prepare construction documents for the project. Construction documents shall include, but not be limited to, the following information:

4. The Professional shall complete the final design, plans and specifications for the improvements for the established scope of the project and shall furnish a copy of these documents to the Client and Iowa Department of Transportation for review and approval prior to final acceptance.

5. Design documents will meet the current Iowa Department of Transportation requirements. SUDAS and Client Standard Specifications will be utilized for the project specifications with special provisions developed for any specific requirements such as hydraulic separator systems.

6. Final plans include quantities, necessary tabulations, bid item reference notes, final plan and profile drawings, geometric design and jointing layout, traffic control and staging plans. The plans will be organized in a set appropriate for a public bid opening through the Iowa Department of Transportation.

7. The Professional will utilize design information that was prepared during the preliminary design phase as the base of the final design work including pavement base and surface, plan and profile, drainage design, intersection geometrics, and trail/sidewalk geometrics.

8. The Professional shall provide a traffic control plan for all phases of the project and shall be submitted to the Client for approval.

9. Construction phasing plans will be provided as necessary to allow construction activities to be completed in a manner to reduce or eliminate conflicts with other activities and to maintain convenient access to properties adjacent to the project site in a reasonable manner.

10. Water main plan and profile sheets will be included for relocation of the Client's existing main water system within the project area.

11. Sanitary sewer plan and profile sheets will be included for relocation and extension of the Client's existing sanitary sewer.

12. Final plans will include routing for empty conduits so that future Client fiber optic systems can be installed, if needed.

13. The scope includes final geometric and jointing design and plans for a roundabout at the intersection of NE Alice's Road and Berkshire Parkway.

14. The Professional will prepare sidewalk and trail compliance sheets in accordance with Iowa DOT standards to demonstrate compliance with PROWAG requirements at each intersection.

15. The project will be let in one construction contract organized into a bid set appropriate for an Iowa Department of Transportation letting.

16. The Professional shall prepare an opinion of the probable construction costs based upon the final design developed. Statements of probable construction costs prepared by the Professional represent the best judgment as a design Professional familiar with the construction industry. It is recognized, however, that the Professional has no control over the cost of labor, materials, or equipment, over the Contractor's methods of determining bid prices, or over competitive bidding or market conditions. Accordingly, the Professional does not guarantee that any actual cost will not vary from any cost estimate prepared.

K. LANDSCAPE DESIGN

Conceptual landscaping design was completed as part of the preliminary design contract scope. The Professional will utilize conceptual design to complete final design of landscaping including:

1. Final grading and elevation detail for the landscaping areas.

2. Planting plan layout and planting schedule.

3. Landscaping details.

4. Final quantities and cost opinion.

5. Special provisions, as necessary.

L. BID PHASE SERVICES

Upon receipt of Client authorization, the Professional shall perform the following services:

6. Construction Contract Documents - The project will be let by the Iowa Department of Transportation and the Professional shall supply the necessary documents for this process.

7. The Professional shall answer questions from potential contractors, subcontractors and suppliers, and coordinate with Client and Iowa DOT staff during the bidding phase.

8. The Professional shall obtain and tabulate the results of the bid and make recommendations to the Client regarding the awarding of the construction contract to the lowest qualified bidder.

M. CONSTRUCTION SUPPORT SERVICES

It is understood the Client will perform on-site construction observation and administration duties for the project. The Professional shall perform limited construction phase services as follows:

1. The Professional will attend the Preconstruction Conference hosted by the Client with the Contractor, City, Iowa DOT, and impacted utility companies (if any) to review the construction contract requirements, details of construction, utility conflicts, and work schedule prior to construction. Meeting minutes will be prepared and distributed by the Professional.

2. The Professional shall review shop drawings, test reports, material certifications, and other submissions of the Contractor for general compliances with the construction contract. Submittal reviews are anticipated to include:

    a. Concrete mix design(s) and material certifications
    b. RCB and Pedestrian Tunnel: Up to two iterations of shop drawing and submittal reviews including:
        i. Temporary shoring.
        ii. Concrete rustication.
        iii. Waterproofing.
        iv. Fencing
    c. Pedestrian tunnel lighting.
    d. RRFB shop drawings and material certifications
    e. Storm sewer intake and manhole shop drawings
    f. Hydrodynamic separator unit shop drawings and performance submittal
    g. Storm sewer pipe materials
    h. Sanitary sewer structure shop drawings and pipe materials.

3. While it is anticipated the Client will conduct weekly construction meetings with the contractor throughout construction, the Professional shall attend bi-weekly site meetings to determine if the results of the construction work substantially conform to the drawings and specifications of the construction contract.

4. The Professional will respond to any request for information and shall prepare appropriate change orders as necessary, for approval of the Client. Change Orders must be reviewed by the Iowa DOT before approval.

5. The Professional shall coordinate with the signal subcontractor on startup of the RRFB's and develop a punch list.

6. The Professional shall perform a substantial completion site observation to determine if the Project is substantially complete according to the plans and specifications and make recommendations on final punch list items to the Client.

7. It is understood that the Client will be responsible for federal-aid reimbursement requests and all close-out tasks for this project.

N. RECORD DRAWINGS

The Professional will develop a set of record drawings including known changes made to the proposed improvements during the construction period. The Client shall provide information to incorporate into the record drawings. Record drawings will be provided in electronic format.

III. COMPENSATION AND TERMS OF PAYMENT:

In consideration of the professional services herein, the Client agrees to pay the Professional the following maximum fixed fee on hourly rates and include any authorized reimbursable expenses, pursuant to the Standard Fee Schedule in Exhibit B.

Basic Services:			
A.	Project Management	$52,000	
B.	Utility Coordination	$30,000	
C.	Permitting	$4,200	
D.	Geotechnical Investigation	$21,800	
E.	Architectural Intensive Survey	$4,200	
F.	Hydraulic Analysis	$15,100	
G.	Structural Design	$63,600	
H.	Traffic Signals and Lighting	$16,900	
I.	Storm Water Management	$5,200	
J.	Final Roadway Design	$139,100	
K.	Landscape Design	$15,500	
	SUBTOTAL	$367,600	(Hourly + Expenses)
Construction Phase Services:			
L.	Bidding	$3,400	
M.	Construction Phase Services	$70,200	
N.	Record Drawings	$6,300	
	SUBTOTAL	$79,900	(Hourly + Expenses)
	TOTAL	$447,500	(Hourly + Expenses)

VI. SCHEDULE

Final design and construction services for the Alice's Road Phase 4 project shall be performed by the Professional in accordance with a schedule mutually developed by the Client and Professional, generally in accordance with Iowa DOT guidelines for Federal-Aid project development. An anticipated project schedule is as follows:

Contract Approval:	April 2026
Final Design:	April – November 2026
Final Plans & PDC Submittal:	November 2026
Project Letting:	February 2027
Start of Construction:	April 2027

EXHIBIT B

SNYDER & ASSOCIATES | 2026 STANDARD FEE SCHEDULE

Professional | Engineer, Landscape Architect, Land Surveyor, GIS, Environmental Scientist, Historian, Project Manager, Planner, Archaeologist, Right-of-Way Agent, Graphic Designer

BILLING CLASSIFICATION/LEVEL	BILLING RATE
Principal II	$285.00/hour
Principal I	$265.00/hour
Senior	$236.00/hour
VIII	$216.00/hour
VII	$204.00/hour
VI	$195.00/hour
V	$182.00/hour
IV	$167.00/hour
III	$155.00/hour
II	$140.00/hour
I	$126.00/hour

Technical | CAD, Survey, Construction Observation

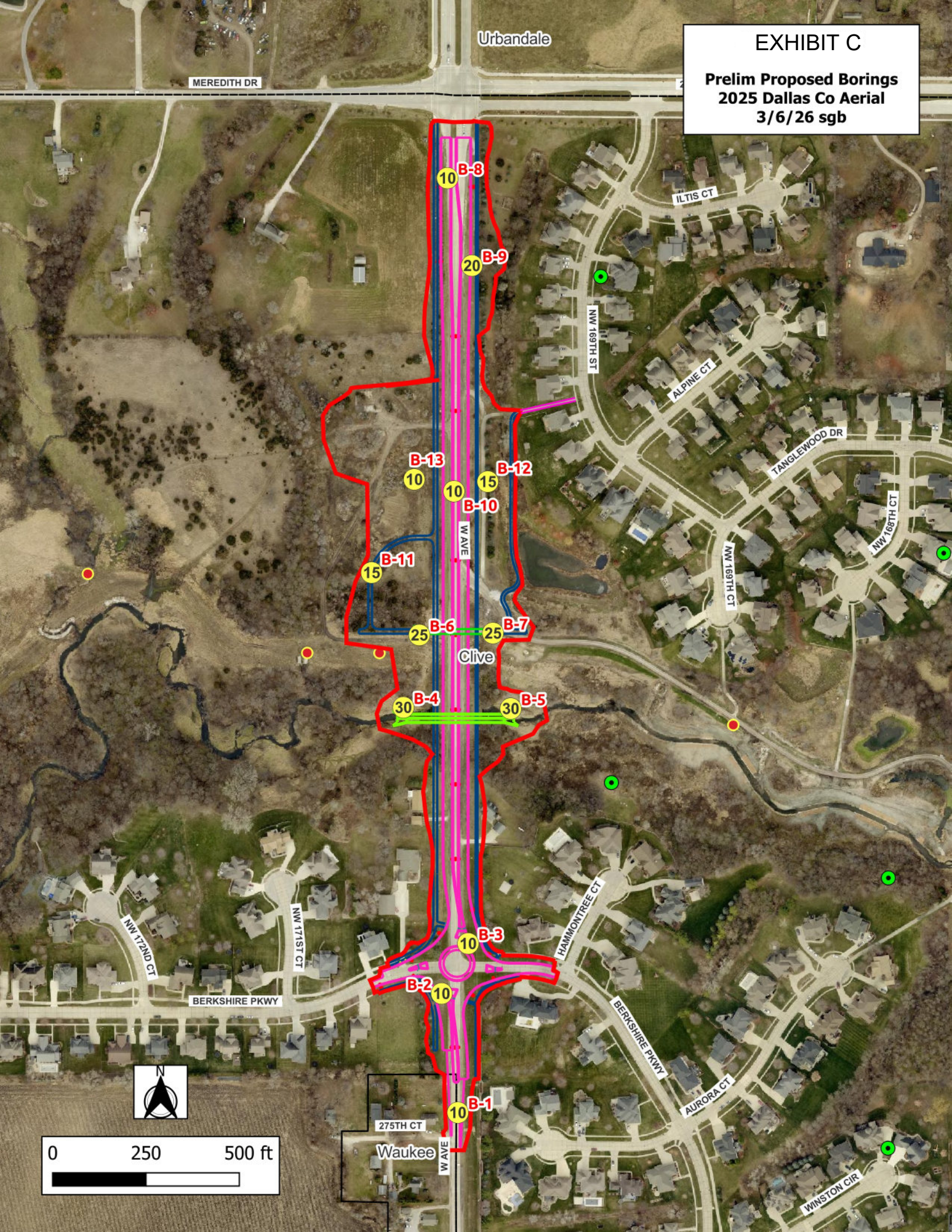
BILLING CLASSIFICATION/LEVEL	BILLING RATE
Lead	$164.00/hour
Senior	$158.00/hour
VIII	$146.00/hour
VII	$136.00/hour
VI	$122.00/hour
V	$110.00/hour
IV	$100.00/hour
III	$89.00/hour
II	$82.00/hour
I	$72.00/hour

Administrative

BILLING CLASSIFICATION/LEVEL	BILLING RATE
II	$84.00/hour
I	$69.00/hour

Reimbursables

BILLING CLASSIFICATION/LEVEL	BILLING RATE
Mileage	*Current IRS Standard Rate*
Outside Services	*As Invoiced*


EXHIBIT C
Prelim Proposed Borings
2025 Dallas Co Aerial
3/6/26 sgb
Urbandale
MEREDITH DR
B-8
10
B-9
20
ILTIS CT
NW 169TH ST
ALPINE CT
TANGLEWOOD DR
NW 168TH CT
NW 169TH CT
B-13
10
B-12
15
10
B-10
W AVE
B-11
15
B-6
25
B-7
25
Clive
B-4
30
B-5
30
B-3
10
B-2
10
B-1
10
NW 172ND CT
NW 171ST CT
BERKSHIRE PKWY
HAMMONTREE CT
BERKSHIRE PKWY
AURORA CT
275TH CT
Waukee
W AVE
WINSTON CIR
N
0
250
500 ft

Memo

TO: Mayor and Council members
FROM: Richard Brown, Leisure Services Director
DATE: April 23, 2026
RE: Encroachment Policy Discussion

SYNOPSIS:
Development of an encroachment policy was prioritized by the City Council as part of its annual strategic planning process. At the January 29, 2026, City Council meeting, staff gave the City Council an overview of the encroachment issue. As part of the discussion, the City Council provided staff with guidance to assist with drafting a proposed encroachment policy. This guidance included the desire to see how a proposed policy would allow for some of the existing encroachments to be licensed under certain circumstances.

The draft policy being presented for discussion addresses the existing encroachments with a proposed licensing program for existing encroachments if they meet criteria defined in the policy. The development of the policy also generated additional questions about enforcement, licensing, education and the level of effort needed to implement the policy.

Staff will present the draft policy to the City Council along with a series of questions that will help to refine the policy before it is brought back at a later date for adoption.

Attachments:
1. Encroachment Policy - 04-26
2. Encroachment Policy Presentation

Public Property Encroachment Policy

Approved: _____
Resolution: _____

1. PURPOSE AND INTENT –

The City is committed to protecting public parkland and greenbelt property for public use, environmental stewardship, and long-term community benefit. At the same time, the City recognizes that some private encroachments have existed for extended periods of time, may have been installed by prior property owners, and may not pose immediate or substantial harm to public interests.

The purpose of this policy is to:

- Clearly prohibit unauthorized private use of City-owned non-ROW property through the encroachment of adjacent private property owners
- Establish a fair, transparent, and consistent framework for addressing encroachments on City owned non-ROW land
- Provide limited flexibility ("grey area" options) for certain low-impact or legacy encroachments while preserving the City's full property rights
- Protect public access, environmental resources, and the City from liability
- Clearly delineate a timeframe where any new encroachments need to be removed and are not eligible for that encroachment to stay under a license agreement.

2. APPLICABILITY –

This policy applies to all City-owned parkland, greenbelts, open space, natural areas, and trail corridors, whether improved or unimproved. This policy applies to all private encroachments, including but not limited to:

- Mowing or maintaining natural areas
- Enhanced landscaping (planting beds, trees, shrubs)
- Retaining walls, edging, or hardscape
- Fire pits or outdoor amenities
- Stone or paved paths
- Fencing or screening
- Sheds or accessory structures
- Any other private improvement, structure, or use located on City-owned property.

Draft

3. **DEFINITION OF ENCROACHMENT –**
An encroachment is any private use, structure, improvement, alteration, or maintenance activity located wholly or partially on City-owned non-ROW property, regardless of whether it was installed intentionally, inadvertently, or by a previous property owner.

4. **GENERAL PROHIBITION –**
Private encroachments on City-owned park and greenbelt property are strictly prohibited except as expressly authorized in writing by the City pursuant to this policy. No new or additional encroachments that occur after the adoption date of this policy shall be considered for encroachment permits as defined in this policy.

Nothing in this policy shall be interpreted as granting or recognizing any ownership interest, easement, adverse possession, or other property rights in City-owned land.

5. **ENCROACHMENT AUTHORIZATION TOOLS –**
To balance enforcement with flexibility, the City may, in the City's sole discretion, use one of the following tools to address encroachments:

5.1 Revocable Encroachment License
The City may issue a Revocable Encroachment License allowing a specific encroachment to remain under defined conditions. Such licenses:

- Are revocable at any time, with or without cause
- Do not convey any permanent or vested property right
- Require the property owner to maintain the encroachment in a safe and orderly condition
- Require removal and site restoration upon revocation or expiration
- If an encroachment is destroyed for any reason, then it will not be allowed to be reconstructed
- May include insurance, indemnification, and cost-recovery provisions
- May include a defined term or periodic review requirement.

5.2 Encroachment Permit
For certain temporary or low-impact encroachments, the City may, in the City's sole discretion, issue an Encroachment Permit subject to similar conditions as a revocable license, with a defined expiration date or renewal cycle. Encroachment permits are only for pre-existing encroachments that were established prior to the adoption date of this policy.

6. **IMPACT-BASED ENCROACHMENT CLASSIFICATION –**

Commented [LW1]: Are we sure all of this property is parkland or greenbelt (dedicated as such)? If not, consider broadening the scope to include "City-owned property."

Commented [LW2]: Is the property owner allowed to reconstruct the encroachment in the event of destruction?

Draft

Encroachments shall be evaluated based on their impact to public use, environmental resources, long-term park planning, and the extent to which the encroachment extends into City-owned property, as determined by the City in the City's sole discretion. Encroachments that exceed the maximum depth thresholds established in this section are not eligible for authorization.

6.1 Low-Impact Encroachments

Examples may include:

- Non-structural landscaping or planting beds
- Limited mowing adjacent to maintained turf
- Decorative features that do not impede access or harm natural resources.

Low-impact encroachments may be eligible for retention under a revocable license or permit as determined by the City in the City's sole discretion, subject to the following maximum depth limitations:

- Low-impact encroachments shall not extend more than ten (10) feet into City-owned property, measured from the private property boundary.
- In designated natural areas, greenbelts, or environmentally sensitive areas, low-impact encroachments shall not extend more than five (5) feet.
- Low-impact encroachments shall not include structures, fencing, hardscape, or any feature that encloses or restricts public access.

6.2 Moderate-Impact Encroachments

Examples may include:

- Existing fencing extending into City property that does not enclose or incorporate City-owned land;
- Retaining walls or hardscape;
- Private paths or patios.

Commented [LW3]: Consider clarifying if the fencing requires a fencing permit.

Moderate-impact encroachments may be authorized on a case-by-case basis if they:

- Do not substantially interfere with public access
- Do not negatively impact environmental resources
- Do not conflict with current or planned park use; and
- Do not extend more than five (5) feet into City-owned property.

6.3 High-Impact Encroachments

Examples may include:

- Buildings, sheds, or accessory structures
- Fire pits or permanent outdoor amenities
- Any fencing that encloses or effectively incorporates City-owned property into private use
- Any structure or improvement that significantly restricts public use or safety

Draft

High-impact encroachments are not eligible for authorization, regardless of when the encroachment was created or by whom and shall be scheduled for removal within 12 months of notification.

Commented [LW4]: Consider a recommended timeline for removal.

Existing encroachments that are otherwise eligible for consideration under this policy but extend beyond the maximum allowable encroachment depth may be granted partial recognition only within the permitted depth. Any portion of the encroachment extending beyond the allowable depth shall be required to be removed, reduced, or restored to City standards within 12 months of notice by the City.

Commented [LW5]: Consider adding timeline for removal in this circumstance.

At the City's sole discretion, existing encroachments exceeding the allowable depth may be designated as nonconforming and permitted to remain temporarily, subject to conditions including but not limited to: non-transferability, revocation upon property sale, destruction, redevelopment, or a defined sunset period.

Commented [LW6]: Consider revocation upon destruction

7. LEGACY (PRE-EXISTING) ENCROACHMENTS –

Low-Impact Encroachments and Medium-Impact Encroachments that existed prior to the adoption of this policy ("legacy encroachments") may be considered for temporary retention by the City in the City's sole discretion under the following conditions:

- The current property owner did not create the encroachment
- The encroachment does not pose a safety risk or substantial environmental harm
- The encroachment does not interfere with public access or planned City use
- The encroachment is not located on a City owned property that is subject to conservation deed restrictions
- The property owner applies for authorization within a specified time period established by the City

Commented [LW7]: Consider adding conservation restrictions

The City may require modification, partial removal, mitigation measures, or phased removal as a condition of continued authorization.

8. NONCONFORMING ENCROACHMENTS – EXCESSIVE DEPTH –

Encroachments that would otherwise qualify as low- or moderate-impact under this policy but extend deeper into City-owned property than allowed may be classified as nonconforming Encroachments. Nonconforming encroachments may be granted temporary, revocable authorization subject to the following conditions:

1. Maximum Allowable Depth
    - The City establishes a standard allowable encroachment depth of up to 15 feet into City-owned non-ROW property.
    - Encroachments extending beyond 15 feet and up to 25 feet may be considered nonconforming but potentially eligible for authorization if they meet the license standards set forth in this policy.

Draft

- Encroachments extending more than 25 feet into City-owned property shall be considered high impact and are not eligible for authorization without reduction or removal.

2. Legal Status
   - Any approval for a nonconforming encroachment shall be issued as a revocable encroachment annual license that can be renewed annually as long as it continues to meet the standards in which it was initially licensed under this policy.
   - Such authorization does not create a property right, easement, or expectation of permanence.
3. Non-Transferability
   - Nonconforming encroachment authorizations are non-transferable and shall automatically terminate upon:
     - Sale or transfer of the private property;
     - Redevelopment or significant modification of the private property;
     - Issuance of a building or site permit affecting the encroachment area.
4. Future Compliance Requirement
   - Upon termination of the authorization, the encroachment shall be:
     - Removed entirely within 12 months of notice; or
     - Reduced to comply with the City's standard allowable encroachment depth and receives approval for an encroachment license.
5. No Expansion or Intensification
   - Nonconforming encroachments may not be expanded, modified, or intensified.
   - Any expansion shall void the authorization and require removal within 12 months of notice.
   - Any property owner that intensifies or expands the current encroachment will disqualify future property owners from getting a license for the encroachment
6. Sunset and City Needs
   - The City reserves the right to revoke authorization at any time for public use, safety, environmental protection, conservation restrictions or capital improvement needs.
   - The City may impose a defined sunset period for nonconforming authorizations.

Commented [LW8]: Consider duration. Best legal approach would be an annual license that would need to be renewed each year.

Commented [LW9]: Consider adding timeline for removal

Commented [LW10]: Does expansion or intensification bar that property owner from consideration for future licenses?

Commented [LW11]: Consider timeline for removal

Commented [LW12]: Consider adding conservation (if that is not already captured in "public use")

9. REVIEW CRITERIA –

In evaluating encroachments, the City shall consider, in the City's sole discretion:

- Public access and usability
- Environmental and ecological impacts
- Safety and liability concerns
- Consistency with park and greenbelt plans
- Duration and history of the encroachment
- Whether the encroachment was created by the current or prior owner
- Equity and consistency with similar situations

10. ANNUAL ENCROACHMENT LICENSE FEES –

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The following fees will be established for encroachments to get a license to keep their encroachment if it meets the requirements. These fees will be due annually to keep the encroachment.

Encroachment Type	Fee
Minor encroachments (≤ 15 ft)	$1,000
Moderate encroachments (15–25 ft)	$2,000
Major encroachments (>25 ft)	$3,000

11. **ENFORCEMENT AND REMOVAL –**
Encroachments not authorized under this policy are subject to removal at the property owner's expense. The City may establish reasonable timelines for compliance, considering the nature of the encroachment and potential hardship, provided that public interests are not compromised.

Property owners that are non-compliant with requested removals will be handled as a nuisance under the City code and subject to enforcement penalties laid out under Chapter 5 of the City Code.

Commented [LW13]: Does the City plan to enforce against such encroachments as nuisances? You may wish to consult Kristina Stanger to discuss enforcement strategy.

12. **APPEALS –**
The City may establish an administrative appeal process allowing property owners to appeal encroachment determinations to a designated City official or body.

13. **NO WAIVER OF RIGHTS –**
The City's decision to allow encroachment to remain temporarily shall not be interpreted as a waiver of its right to require removal at any time in the future.

14. **EFFECTIVE DATE –**
This policy shall take effect on _____, and may be amended or repealed by the City Council at any time.

Draft

APPENDIX A: ENCROACHMENT DECISION MATRIX –

This matrix is intended to guide consistent, transparent evaluation of existing private encroachments into City-owned non-ROW properties, including those eligible for phased, nonconforming approval due to excessive depth.

This matrix should be used in conjunction with Sections 6, 7 and 8 of the Encroachment Policy and does not create a property right or permanent authorization.

Step 1: Threshold Determinations (Automatic)

Question	Yes	No
Does the encroachment enclose City-owned land with fencing or otherwise exclude public access?	Not Allowed	Proceed
Does the encroachment include a permanent structure (shed, building, foundation, fire pit)?	Not Allowed	Proceed
Does the encroachment pose a safety, drainage, environmental, or access concern?	Not Allowed	Proceed

Step 2: Encroachment Type & Impact

Encroachment Type	Impact Classification
Mowing / turf extension	Low
Non-native landscaping beds	Low–Moderate
Decorative paths (stone, mulch)	Moderate
Low retaining walls (<4 ft)	Moderate
Non-enclosing fencing drift	Moderate
Enclosing fencing	High – Not Allowed

Step 3: Encroachment Depth (Key Policy Control)

Depth into City Property	Classification	Action
≤15 feet	Conforming	Eligible for approval if other criteria met
15–25 feet	Nonconforming	Eligible for Phased Nonconforming Authorization
>25 feet	Excessive	High Impact – Reduction or Removal Required

Step 4: Phased Nonconforming Authorization (Preferred Option)
Encroachments that are otherwise eligible but exceed the allowable depth (15 feet) may be granted temporary, nonconforming authorization subject to the following conditions:

Requirement	Condition
Legal status	Revocable license; no property interest conveyed
Transferability	Non-transferable; expires upon sale or transfer
Triggered compliance	Required upon sale, redevelopment, destruction, permit issuance, or City project
Sunset period	May include a defined term (e.g., 5–10 years)
Expansion	No expansion or intensification permitted

Commented [LW14]: Are all of the impacted properties considered either park or greenbelt? If not, consider revising to capture all categories.

Commented [LW15]: Consider adding an insurance requirement.

Commented [LW16]: Consider destruction?

Draft

Maintenance	Owner responsible for upkeep and liability
Insurance	Property owners will be required to have insurance that covers the city owned property subject to the encroachment license

Step 5: Final Determination

Outcome	**Description**
Approved	Meets all criteria including depth
Approved – Nonconforming (Phased)	Exceeds depth but acceptable under Option 2
Approved with Conditions	Minor modifications required
Not Allowed	Removal or reduction required

Draft

Encroachment Policy Discussion

Clive City Council Meeting

April 23, 2026

Issue Background -

- Private property owners adjacent to the Greenbelt or parks are encroaching onto City owned property
- Encroachments come in many forms
- Encroachments are when private property owners to use publicly owned land as an extension of their property for their private use

Types of Encroachments -

- Mowing – repeated temporary encroachment by mowing of publicly owned land behind their property that should not be mowed (i.e. native vegetation)
- Semi-permanent – reasonably movable things like landscaping materials, plants, decorations, fire pits, etc. have been placed on publicly owned property
- Destruction – destruction and permanent alteration of the natural environment like cutting down trees and shrubs.
- Permanent – physically adhered (shed, fence, wall, etc.) to the land on publicly owned property

Examples of Encroachments -

- Cedar Crest Lane – Extensive mowing and highly landscaped beds and landscape materials. Likely irrigated as well.
- Many of these encroachments exceed 25 feet and would need to be reduced in order to be eligible for a license/lease
- Some encroachments exceed 60 feet in depth into city property





Examples of Encroachments –

- NE Badger Lane (Waukee) – Multiple Waukee residents with extensive mowing, garden beds, fire pits, walking paths, landscape beds and at least one fence installed on city owned land.
- Many of these encroachments are more than 25 feet in depth and would not be eligible for a license/lease as they exist now
- Some are nearly 100 feet or more



City Council Direction to Staff

- Desire for no new encroachments moving forward
- Develop a policy that allows for some “gray areas” that could allow residents to keep some encroachments under certain circumstances
- Engage residents and property owners in some way

Draft Policy Points

- No new encroachments would be allowed after policy adoption
- Encroachments existing prior to policy adoption could have the ability to stay under certain circumstances
- Categorized by impact and depth of encroachment
- Some would not meet the standard to stay under any circumstance
- License could be created to allow encroachment to stay
- Annual fee associated license

Encroachment Categorization

- Low-Impact –
  - Mowing
  - Landscape beds
- Moderate-Impact –
  - Retaining walls or other hardscape
  - Private paths or patios
- High-Impact –
  - Building, sheds or accessory structures
  - Firepits or permanent amenities
  - Fences enclosing city owned property

Encroachment Depth

- Less than 15 feet
  - Could receive a license for encroachment as long as it doesn't have any high impact encroachments
- 15-25 feet
  - Could receive a license for encroachment as long as it doesn't have any high impact encroachments
  - Would pay a higher fee
- More than 25 feet
  - Any encroachment would need to be scaled back to be less than 25 feet to be eligible for a license

Encroachment License

- Significant annual or long-term costs to keep encroachment
  - Less than 15 feet – $1,000 per year
  - 15-25 feet – $2,000 per year
  - More than 25 feet – Not allowed
- Does not create a property right
- Will need to release the city from liability and have insurance
- Non-transferable

Policy Enforcement

- Significant impact to staff time to allow for some encroachments to continue through a licensing process
  - Allowing some encroachments to continue is not a simple process and will create challenges in determining what can and cannot stay
  - License program will be a time intensive process to review and approve
- Enforcement of removals would be challenging
- Legal costs associated with licensing and enforcement
- Impacts to staff in Community Development, Leisure Services and Police Departments

Other Policy Options

- Simplify “gray areas” to a per square foot license fee and not care how much they encroach on city property but charge them for the use
- Require all encroachments be removed from city owned property but allow for a longer time to remove them (12-24 months?)
- Do nothing to resolve encroachment unless it conflicts with a city project or priority

Question -

Creating a system that allows people to keep encroaching on city property will be time consuming for staff and likely need a lot of case work that will be painful at times.

Is the Council interested in allocating a lot of resources into allowing people to keep their encroachments?

Question -

Is the long-term goal that all encroachments should be removed from city owned property?

Question –

Staff is proposing to send letters to property owners that abut city owned property when a policy is adopted in an effort inform and educate about what they can and cannot do on the city owned property behind their home.

Is the Council okay with this approach?

Next Steps –

- Revise policy based on tonight's discussion
- Revised policy discussion with City Council and Parks, Recreation and Public Art Board
- Communication with property owners
- Consideration of policy
- Assessment of the issue citywide
- Implementation of policy