CITY OF RIVERSIDE COUNCIL TENTATIVE AGENDA

RIVERSIDE CITY HALL COUNCIL CHAMBERS

60 N GREENE STREET

Monday, March 7, 2016 at 6:30 pm

Council will meet at Riverside History Center at 6:00 pm for tour.

NOTICE TO THE PUBLIC:

This is a meeting of the City Council to conduct the regular business of the City. Every item on the agenda is an item of discussion and action if needed.

When citizens are recognized to speak, please approach the podium, spell your first and last name. Time is limited to 3 minutes. Reminder to citizens, this is a privilege, not a right.

CALL MEETING TO ORDER: Mayor Schneider

Pledge of Allegiance

ROLL CALL:

APPROVAL OF AGENDA:

1. Approve Consent Agenda
    1. a) Expenditures 03-07-16
    1. b) Minutes from 02-16-16

2. Committee Reports:

3. Citizens Comments

4. Riverside History Center & Museum (pg 4)

5. **PUBLIC HEARING – 6:45 PM "Ella Street Project"**

6. Resolution #03072016-01 "Accept the Plans & Specs for the Ella Street Project" (pg 6)

7. **PUBLIC HEARING – 7:00 PM "FY 16-17 City Budget"**

8. Resolution #03072015-02 "Approve FY 16-17 City Budget" (pg 7)

9. Maria Meller – Donation to 5K Run for Highland Elementary (Motion to proceed) (pg 23)

10. Bob Ryan Properties – City Attorney Memo (pg 24)

11. Aramark Contract – City Attorney Memo (pg 29)

12. Resolution #03072016-03 "Set the Date for Public Hearing - Tener Triangle Re-Zoning" (pg 34)
13. Informational Presentation – MMS Consultants "Ella Street Project" (pg 37)

14. Authorize Mayor to sign permit forms, and pay fees needed for Ella Street Project.

15. Resolution #03072016-04 "MMS Consultants Services Agreement for Casey's Sewer" (pg 38)
16. Resolution #03072016-05 "FY 16-17 Washington County Communications Contract" (pg 43)
17. Resolution #03072016-06 "FY 16-17 Washington County Law enforcement Contract" (pg 59)
18. Resolution #03072016-07 "Rathje Construction – Pay Estimate #2 – Cherry Lane (pg 62)

19. Stick Pickup: Continue Service, End Service, Brush Pile (pg65)

20. Clerk Comments

21. City Council Comments & Requests for Information with a majority vote

22. Adjourn Council Meeting

Approved: _____ Date: _____

Allen Schneider, Mayor

Posted in box March 4th, 2016

EXPENDITURES 03-07-16				
COUNCIL MEETING				
	UNPAID BILLS			
ALLIANT ENERGY	SEWER	610-5-815-6371	$ 903.55	
ALLIANT ENERGY	WATER	600-5-810-6371	$ 169.22	
ALLIANT ENERGY	FIRE STATION	001-5-150-6330	$ 400.91	
ALLIANT ENERGY	STREET LIGHTS	001-5-230-6371	$ 1,206.82	
ALLIANT ENERGY	PARKS	001-5-430-6371	$ 277.74	
ALLIANT ENERGY	CITY HALL	001-5-650-6371	$ 243.44	
ALLIANT ENERGY	COMM. BUILD	001-5-460-6371	$ 153.43	$3,355.11
IOWA AWWA	CONFERENCE WATER	600-5-810-6240	$ 40.00	
IOWA AWWA	CONFERENCE WASTE WATER	610-5-815-6240	$ 50.00	$90.00
KALONA AUTO	PARKS	001-5-430-6504	$ 100.63	
KALONA AUTO	WATER TRUCK	001-5-210-6331	$ 80.67	$181.30
CARUS	WATER CHEM,ICALS	600-5-810-6501	$ 1,520.26	
CRESENT ELECTRIC	FIRE STATION	001-5-150-6310	$ 34.16	
CRESENT ELECTRIC	WASTE WATER PLANT	610-5-815-6504	$ 152.87	$187.03
CITY TRACTOR CO.	MOWERS	001-5-430-6325	$ 675.00	
IOWA ONE CALL	WATER LOCATES	600-5-810-6374	$ 22.50	
IOWA ONE CALL	SEWER LOCATES	610-5-815-6374	$ 22.50	$ 45.00
KEVIN ENGEL	CONFERENCE - IRWA	600-5-810-6240	$ 159.24	
ELDER SERVICES	FEBRUARY CONTRIBUTION	001-5-460-6150	$ 500.00	
ELDER SERVICES	FEBRUARY - CITIZENS PD	001-5-460-6160	$ 710.00	$1,210.00
GRAINGER	WATER PLANT	600-5-810-6504	$ 98.76	
HACH	WATER	600-5-8/10-6507	$ 281.23	
IOWA SOLUTIONS	MAYOR E-MAIL	001-5-650-6494	$ 40.00	
ITECH	RVFD SYSTEM REPLACE	001-5-150-6370	$ 1,798.41	
JOHNSON COUNTY R EFUSE	MARCH SERVICE	670-5-840-6499	$ 1,719.50	
MEDICOM	CITY HALL	001-5-650-6373	$ 250.85	
MEDICOM	COMM. BUILD	001-5-460-6373	$ 15.76	$266.61
MIDWEST FRAME & AXLE	FIRE DEPT- SUBURBAN	001-5-150-6352	$ 396.22	
MEARDON, SUEPPEL & DOWNER	GENERAL LEGAL EXP.	001-5-640-6411	$ 3,814.50	
MEARDON, SUEPPEL & DOWNER	CHERRY LANE	301-5-750-6772	$ 82.12	
MEARDON, SUEPPEL & DOWNER	FIRE DEPT.	001-5-150-6358	$ 377.78	
MEARDON, SUEPPEL & DOWNER	DCI INVESTIGATION	001-5-640-6411	$ 525.60	$ 4,800.00
MENARDS	OFFICE	001-5-650-6506	$ 6.00	
MENARDS	SHOP	001-5-210-6372	$ 40.88	
MENARDS	STREET -COLD PATCH	001-5-210-6417	$ 167.52	$214.40
MMS	GENERAL ENGINEERING	001-5-650-6407	$ 729.18	
MMS	ELLA STORM SEWER	301-5-750-6782	$ 9,600.00	
MMS	IDOT - HWY22	301-5-750-6779	$ 1,227.90	
MMS	CASEY'S SEWER	610-5-815-6407	$ 119.00	
MMS	WATER PLANT	600-5-810-6407	$ 88.25	
MMS	PIONEER STREET	301-5-750-6781	$ 3,000.00	$ 14,764.33
OFFICE EXPRESS	OFFICE SUPPLY	001-5-650-6506	$ 549.73	
PITNEY BOWES	POSTAGE	600-5-810-6508	$ 250.00	
PITNEY BOWES	POSTAGE	610-5-815-6508	$ 250.00	$ 500.00
PJ GREUFE & ASSOC	H/R AUDIT	001-5-650-6499	$ 3,840.00	
SANDRY FIRE SUPPLY	FIRE DEPT.	001-5-150-6356	$ 512.00	
SANDRY FIRE SUPPLY	LADDER TRUCK	001-5-150-6352	$ 9,500.00	$ 10,012.00
STANDARD PEST CONTROL	MARCH SERVICE	001-5-650-6310	$ 40.00	
US BANK	COPY MACHINE RENTAL	001-5-650-6496	$ 166.37	
USA BLUEBOOK	WATER SUPPLY	600-5-810-6507	$ 226.16	
US CELLULAR	JAN BILLING-STREETS	001-5-210-6373	$ 66.77	
US CELLULAR	JAN BILLING-WATER	600-5-810-6373	$ 66.76	$ 133.53
UPS	SHIPPING	610-5-815-6508	$ 183.98	
	TOTAL UNPAID BILLS			$ 47,454.17
	PAID BILLS			
LINCOLN NATIONAL	LIFE, AD&D INS PREMIUMS FOR FEB 2016		$ 301.03	
WELLMARK INS.	FEBRUARY BILLING		$ 6,039.84	
DELTA DENTAL	FEBRUARY BILLING		$ 533.78	
FREEMAN LOCK & ALARM	RVFD		$ 84.00	
MEDIACOM	RVFD		$ 54.95	
MID AMERICAN ENERGY	FEBRUARY BILLING		$ 748.26	
REC	FEBRUARY BILLING		$ 7,718.26	
WINDSTREAM	FEBRUARY BILLING		$ 559.54	
	TOTAL PAID EXPENDITURES			$ 16,039.66
	TOTAL ALL EXPENDITURES			$ 63,493.83

V/dc
A/P
BC

RIVERSIDE CITY COUNCIL MEETING – FEBRUARY 16, 2016

The City of Riverside City Council Meeting was called to order by Mayor Schneider at 6:32 p.m. Council members present: Bod Schneider, Jeanine Redlinger, Tom Sexton, Rob Weber, and Ralph Schnoebelen, and Lory Young, City Clerk.

Motion by Schnoebelen, second by Sexton to approve the agenda, passed 5-0.Motion by Schneider, second by Schnoebelen to approve the consent agenda, with corrections to the minutes of 02-02-16, passed 5-0.

During Committee reports, Dawn McCoy of the Riverside Community Foundation gave a recap of their last meeting regarding the Community Building. The next meeting is going to be held at the Riverside Community Building on February 17, 2016 at 6:30 p.m.

The annual Fire Department Meeting was held. Fire Chief, Chad Smothers gave a presentation on calls, training and happenings of the Riverside Fire Department over the last year. Resolution #02162016-01 accepting new volunteers, Bryan Horesowsky, Brett Kiene, and Erica Schnoebelen to the Riverside Volunteer Fire Department. Sexton moved to approve, Schnoebelen second, passed 5-0.

Glen Meisner of MMS Consultants gave updates on Cherry Lane, Ella Street, Pioneer Street Drainage, Boise Street, and Casey's Sewer Project. A public informational meeting will be held about the Ella Street Improvement project on February 23, 2016 at 5:30 at City Hall to inform the public about the project. Public is welcome to attend.

Larry Tener submitted an application for re-zoning of lots 2 & 3 of the Tener Triangle located west of Bud's Custom meats. Council referred the application to Planning and Zoning Commission for consideration.

Schneider moved, Schnoebelen second, to approve Resolution #02162016-02 Approving Final Pay Request of $10,266.55 and Closeout Agreement for Yordi Excavating on the Boise Street Project. Approved 5-0.

Sexton moved, Schneider second, to approve Resolution #02162016-03 Pay Request #1 in the amount of $87,161.74 to Rathje Construction for the Cherry Lane Subdivision Project. Approved 5-0.

Mayor Schneider called a short recess of 5 minutes at 8:05 p.m. returning at 8:10 p.m.

Schnoebelen moved, Sexton second, to approve Resolution #02162016-04 to Set the Date for Public Hearing on the Ella Street Improvements Project for March 7, 2016 at 6:45 p.m. at City Hall. Approved 5-0. Public Notice will be published in the paper and posted in box outside City Hall.

Schnoebelen moved, Sexton second, to approve Resolution #02162016-05 Approving FY 16-17 Hotel Motel Grant Application for YMCA of Washington County for $10,000.00 to operate Camp Highland. Approved 5-0. Becky Harkema, Director of the YMCA was available to answer questions.

Schneider moved, Schnoebelen second, to approve Resolution #02162016-06 Approving FY 16-17 Hotel Motel Grant Application for the Riverside History Center for $15,000.00 for operations of the History Center. Passed 5-0.

Sexton moved, Schneider second, to approve Resolution #02162016-07 Approving FY 16-17 Hotel Motel Grant Application for RACC (Riverside Area Community Club) in the amount of $26,000.00. Approved 5-0.

Schnoebelen moved, Schneider second, to approve resolution #02162016-08 to approve FY 16-17 Hotel Motel Grant Application for donation request to Paws & More animal Shelter for $2,500.00. Approved 5-0.

Redlinger moved, Schnoebelen second, to approve Resolution #02162016-09 to approve FY 16-17 Hotel Motel donation request of $5,000.00 for the life-size statue of Captain James T. Kirk to commemorate the 50 year anniversary of Star Trek. Approved 5-0. Phil Richmond was available to answer questions.

Sexton moved, Schneider second, to approve the purchase agreement between the City and Kevin & Maria Meller for Lot #1 of the Cherry Lane Subdivision in the amount of $45,000.00. Approved 5-0.

Schneider moved, Schnoebelen second, to approve the purchase agreement between the City and TWRVR Properties for Lots #2, 7, 15, & 16 of the Cherry Lane Subdivision in the amount of $140,000.00. Approved 5-0.

Schneider moved, Redlinger second, to approve Resolution #02162016-12 Approving Real Estate Listing Agreement for 12 months with Lepic-Kroeger, Realtors, Jeff Edberg, to list city owned commercial lots located on Commercial Drive. Approved 5-0.

Schnoebelen moved, Schneider second, to approve Resolution #20162016-13 for the Annual Urban Renewal Report for FY 14-15 to the Iowa Department of Management. Approved 5-0.

Schneider moved, Weber second, to approve resolution #02162016-14 approving the Proposal from East Central Iowa Council of Governments to review and update the City of Riverside's Planning & Zoning and Subdivision Ordinances in the amount of $11,500.00. Approved 5-0.

During Council Comments, Schnoebelen requested to have a work session on the People Services proposal and said he would be trimming some trees near the City's right of way that were hanging over on his property. Weber made a couple comments about the survey for the community Building done by the Riverside Community Foundation. Sexton asked to review the final copy of the Cherry Lane Protective Covenants. Redlinger requested to have the Water & Waste Water employees to put together a report of what they do each day for review. Schneider had no comments.

Schnoebelen moved, Sexton second, to adjourn the meeting. Passed 5-0. Mayor Schneider adjourned meeting at 9:24 p.m.

Full content of Council Meeting can be viewed on the City web Site @ www.cityofriversideiowa.com

There will be a Budget Work Session held on February 18, 2016 at 6:00 p.m.

Special Council Meeting held on February 22, 2016 at 6:30 p.m.

Riverside Community Foundation meeting will be held on February 17, 2016 at 6:30 p.m. at Community Building.

Signed:_____

Allen Schneider, Mayor

Attest: _____

Lory Young, City Clerk

Riverside History Center/the Voyage Home
361 1ST. E Suite #1
Riverside, IA 52327
Phone: 319-648-2226

March 1, 2016

City of Riverside
60 Greene St.
Riverside, IA 52327
Phone: 319-648-3501

Please put Riverside History Center on the agenda for Monday, March 7, 2016 city council meeting.

Dear Mayor Schneider and Councilmen,

It was brought to our attention that the space next door to the history center is now vacant. The location space is on the east side of museum. Asking $500.00 a month plus utilities. 750 sq. ft. offers a storage area, office space and more room to expand.

The history center has out grown its current space, like to expand while opportunity is available. Having the added space will allow more History exhibits of Riverside to be displayed.

Home of the "Future Birthplace of Captain James T. Kirk". Annually thousands of tourist travel from all over the world to come visit our town. We have a very unique set up with having our history of Riverside exhibits along with the star trek theme.

Paul LaRoche has agreed if this is approved to open up a walk way through at owner's cost. The Riverside History Center would like to invite you to visit the museum before the city council meeting. Paul has agreed to be on site to open building up for a tour on Monday, March 7 @ 6:00 p.m. Answering any question that arise.

We appreciate all your efforts and support!

Sincerely, History Center board members, Wendee McCracken, Kenny McCracken, Carolyn Hudson, Mary Jane Stumpf, Scott Riggan, Carol Riggan, Mike Meinders, Kathy Lindhorst

TO: City of Riverside

FROM: Riverside History Center

DATE: 3/2/2016

RE: ADDENDUM to City of Riverside - Fiscal Year 2016-2017 Hotel-Motel Tax GRANT

The Riverside History Center has received an opportunity to rent the east portion of the building we are in which would increase our space by approximately 30% and we believe this is an opportunity that we should take advantage of. We have realized for a couple of years that we have utilized all of our current space. This would be a great opportunity to increase our Star Trek and Capt. Kirk exhibits as well as add to the local Riverside History. We have exhibits in storage that we do not have room to display.

Other advantageous are to have a more secure building, added security for our exhibits, many which are irreplaceable, as presently we share a bathroom with the east space and we have feared access through this shared spaced could be easily jeopardized. We are also out of storage space and additional storage space would be a bonus as well as an area of an office space. We do have very active member that lives out of town who has been displaying his star trek collections in the History Center and he has many more exhibits that could be on display if we had more room.

Additional rental costs would be $500 per month or $6,000 more per year. We estimate utilities would increase by approx. $2800. more per year.

Please consider this addendum request for the greater good of our community and our worldwide popular museum.

Thank you for your consideration,

Mary Jane Stumpf

Mary Jane Stumpf, Tres

RESOLUTION #03072016-01

RESOLUTION ACCEPTING PLANS, SPECIFICATIONS, AND FORM OF CONTRACT FOR THE 2016 ELLA STREET IMPROVEMENTS PROJECT (ELLA STREET SPINE)

WHEREAS, on this 7th day of March, 2016, Plans, Specifications and Form of Contract were filed with the City of Riverside City Clerk for the construction of the "Ella Street Improvement Project, known as the Ella Street Spine".

WHEREAS, a notice of public hearing on these plans, specifications, and form of contract was published as required by law in the Riverside Current, and a Public Hearing was held March 7th, 2016 at 6:45 PM at the Riverside City Hall.

THEREFORE, BE IT RESOLVED, by The City of Riverside City Council, the said plans, specifications and form of contract are hereby approved for said project. A Bid Letting for the project will be held on March 15th, 2016 at 2:00 PM at Riverside City Hall where the sealed bids will be opened by the City Engineer and the bid will be awarded on March 21st, 2016 at the Riverside City Council Meeting.

IT WAS MOVED by Councilperson _____, seconded by Councilperson _____ that the foregoing resolution be adopted.

Roll Call Vote: Schneider, Redlinger, Sexton, Weber, Schnoebelen

Ayes:

Nays:

Absent:

SIGNED: _____
Allen Schneider, Mayor

ATTEST: _____
Lory Young, City Clerk

RESOLUTION #03072016-02

RESOLUTION TO ADOPT THE BUDGET FOR FISCAL YEAR BEGINNING ON JULY 1ST, 2016 THROUGH JUNE 30TH, 2017

WHEREAS, the Riverside City Council and the City Clerk prepared a city budget in compliance with Iowa Code, Section 384.16, showing estimated Revenues and Expenses.

WHEREAS, a notice of public hearing on this budget was published as required by law, and a Public Hearing was held March 7th, 2016 at 7:00 PM at the Riverside City Hall to allow for public comment. No written or verbal comments were received prior to the public hearing.

THEREFORE, BE IT RESOLVED, the Riverside City Council adopts this City Budget for Fiscal Year 16-17.

IT WAS MOVED by Councilperson _____, seconded by Councilperson _____ that the foregoing resolution be adopted.

Roll Call Vote: Schneider, Redlinger, Sexton, Weber, Schnoebelen

Ayes:

Nays:

Absent:

SIGNED: _____
Allen Schneider, Mayor

ATTEST: _____
Lory Young, City Clerk

Dec-15 Form 635.1 **Council Packet** Department of Management 3/4/2016

92-886

Adoption of Budget and Certification of City Taxes

FISCAL YEAR BEGINNING JULY 1, 2016 - ENDING JUNE 30, 2017

Resolution No.: 03072016-02

The City of: RIVERSIDE County Name: WASHINGTON Date Budget Adopted: 03/07/2016 (Date) xx/xx/xx

The below-signed certifies that the City Council, on the date stated above, lawfully approved the named resolution adopting a budget for next fiscal year, as summarized on this and the supporting pages.
Attached is Long Term Debt Schedule Form 703 which lists any and all of the debt service obligations of the City.

319-648-3501 Telephone Number

Signature

County Auditor Date Stamp

January 1, 2015 Property Valuations

		With Gas & Electric		Without Gas & Electric	Last Official Census
Regular	2a	106,715,236	2b	106,172,006	993
DEBT SERVICE	3a	106,715,236	3b	106,715,236	
Ag Land	4a	109,509			

TAXES LEVIED

Code Sec.	Dollar Limit	Purpose		(A) Request with Utility Replacement		(B) Property Taxes Levied		(C) Rate
384.1	8.10000	Regular General levy	5	864,393		859,993	43	8.10000
(384)		Non-Voted Other Permissible Levies						
12(8)	0.67500	Contract for use of Bridge	6			0	44	0
12(10)	0.95000	Opr & Maint publicly owned Transit	7			0	45	0
12(11)	Amt Nec	Rent, Ins. Maint of Civic Center	8			0	46	0
12(12)	0.13500	Opr & Maint of City owned Civic Center	9			0	47	0
12(13)	0.06750	Planning a Sanitary Disposal Project	10			0	48	0
12(14)	0.27000	Aviation Authority (under sec.330A.15)	11			0	49	0
12(15)	0.06750	Levee Impr. fund in special charter city	13			0	51	0
12(17)	Amt Nec	Liability, property & self insurance costs	14			0	52	0
12(21)	Amt Nec	Support of a Local Emerg.Mgmt.Comm.	462			0	465	0
(384)		Voted Other Permissible Levies						
12(1)	0.13500	Instrumental/Vocal Music Groups	15			0	53	0
12(2)	0.81000	Memorial Building	16			0	54	0
12(3)	0.13500	Symphony Orchestra	17			0	55	0
12(4)	0.27000	Cultural & Scientific Facilities	18			0	56	0
12(5)	As Voted	County Bridge	19			0	57	0
12(6)	1.35000	Missi or Missouri River Bridge Const.	20			0	58	0
12(9)	0.03375	Aid to a Transit Company	21			0	59	0
12(16)	0.20500	Maintain Institution received by gift/devise	22			0	60	0
12(18)	1.00000	City Emergency Medical District	463			0	466	0
12(20)	0.27000	Support Public Library	23			0	61	0
28E.22	1.50000	Unified Law Enforcement	24			0	62	0
		Total General Fund Regular Levies (5 thru 24)	25	864,393		859,993		
384.1	3.00375	Ag Land	26	0		0	63	0
		Total General Fund Tax Levies (25 + 26)	27	864,393		859,993		Do Not Add
		Special Revenue Levies						
384.8	0.27000	Emergency (if general fund at levy limit)	28			0	64	0
384.6	Amt Nec	Police & Fire Retirement	29			0		0
	Amt Nec	FICA & IPERS (if general fund at levy limit)	30			0		0
Rules	Amt Nec	Other Employee Benefits	31			0		0
		Total Employee Benefit Levies (29,30,31)	32	0		0	65	0
		Sub Total Special Revenue Levies (28+32)	33	0		0		
386	As Req	Valuation: *With Gas & Elec* / *Without Gas & Elec*						
	SSMID 1	(A) (B)	34			0	66	0
	SSMID 2	(A) (B)	35			0	67	0
	SSMID 3	(A) (B)	36			0	68	0
	SSMID 4	(A) (B)	37			0	69	0
	SSMID 5	(A) (B)	555			0	565	0
	SSMID 6	(A) (B)	556			0	566	0
	SSMID 7	(A) (B)	1177			0		0
	Total SSMID		38	0		0		Do Not Add
		Total Special Revenue Levies	39	0		0		
384.4	Amt Nec	Debt Service Levy 76.10(6)	40	0	40	0	70	0
384.7	0.67500	Capital Projects (Capital Improv. Reserve)	41		41	0	71	0
		Total Property Taxes (27+39+40+41)	42	864,393	42	859,993	72	8.10000

COUNTY AUDITOR - I certify the budget is in compliance with ALL the following:
Budgets that **DO NOT** meet **ALL** the criteria below are not statutorily compliant & must be returned to the city for correction.

_____ 1) The prescribed Notice of Public Hearing Budget Estimate (Form 631.1) was lawfully published, or posted if applicable, and notarized, filed proof was evidenced.
_____ 2) Budget hearing notices were published or posted not less than 10 days, nor more than 20 days, prior to the budget hearing.
_____ 3) Adopted property taxes do not exceed published or posted amounts.
_____ 4) Adopted expenditures do not exceed published or posted amounts in each of the nine program areas, or in total.
_____ 5) Number of the resolution adopting the budget has been included at the top of this form.
_____ 6) The budget file uploaded to the SUBMIT Area matched the paper copy certified by the city to this office.
_____ 7) The long term debt schedule (Form 703) shows sufficient payment amounts to pay the G.O. debt certified by the city to this office.

(County Auditor)

CHECK CITY VALUATIONS

Taxable Valuations By Class By Levy Authority
100% Valuations By Class By Levy Authority

Commercial & Industrial Replacement Claim Estimation

This sheet has been designed to allow each city to estimate the amount of property tax reimbursement that will be received from the State for each fund.

The City of RIVERSIDE

		(A) Commercial - Non-TIF	(B) Commerical - TIF	(C) Industrial - Non-TIF	(D) Industrial - TIF
1	Taxable	73,033,712		1,351,530	
2	100% Assessed	81,148,568		1,501,700	

		REPLACEMENT $	FILLS TO:
3	General Fund	$66,947	REVENUES, LINE 18, COL (C)
4	Special Fund	$0	REVENUES, LINE 18, COL (D)
5	Debt Fund	$0	REVENUES, LINE 18, COL (F)
6	Capital Reserve Fund	$0	REVENUES, LINE 18, COL (G)

*** Please input the amount of revenue being received from State of Iowa sources in the form of grants or reimbursements below. Separate the revenues by fund receiving the money. The information below will flow to REVENUES line 18.**

		(A) General	(B) Special Revenue	(C) TIF Sp. Revenue	(D) Debt Service	(E) Capital Projects	(F) Proprietary
Other State Grants & Reimbursements	18						

Form FBW

Department of Management

Fund Balance Worksheet for City of **RIVERSIDE**

(1) *Annual Report FY 2015		General (A)	Special Rev (B)	TIF Special Rev (C)	Debt Serv (D)	Capt Proj (E)	Permanent (G)	Total Government (H)	Proprietary (I)	Grand Total (J)
Beginning Fund Balance July 1 (pg 5, line 134) *	1	2,781,614	994,003	4,231	-5,050	-1,282,315	0	2,492,483	593,892	3,086,375
Actual Revenues Except Beg Bal (pg 5, line 132) *	2	679,213	1,517,444	0	0	1,760,000	0	3,956,657	544,061	4,500,718
Actual Expenditures Except End Bal (pg 12, line 259) *	3	2,459,495	278,677	0	0	474,001	0	3,212,173	561,505	3,773,678
Ending Fund Balance June 30 (pg 12, line 261) *	4	1,001,332	2,232,770	4,231	-5,050	3,684	0	3,236,967	576,448	3,813,415

(2) ** Re-Estimated FY 2016		General	Spec Rev	TIF Special Rev	Debt Serv	Capt Proj	Permanent	Tot Govt	Proprietary	Grand Total
Beginning Fund Balance	5	1,001,332	2,232,770	4,231	-5,050	3,684	0	3,236,967	576,448	3,813,415
Re-Est Revenues	6	743,008	1,493,789	0	0	0	0	2,236,797	756,000	2,992,797
Re-Est Expenditures	7	631,804	187,000	0	0	0	0	818,804	517,208	1,336,012
Ending Fund Balance	8	1,112,536	3,539,559	4,231	-5,050	3,684	0	4,654,960	815,240	5,470,200

(3) ** Budget FY 2017		General	Spec Rev	TIF Special Rev	Debt Serv	Capt Proj	Permanent	Tot Govt	Proprietary	Grand Total
Beginning Fund Balance	9	1,112,536	3,539,559	4,231	-5,050	3,684	0	4,654,960	815,240	5,470,200
Revenues	10	1,017,440	1,549,150	0	0	2,937,300	0	5,503,890	774,600	6,278,490
Expenditures	11	761,059	1,482,200	0	0	2,215,000	0	4,458,259	742,181	5,200,440
Ending Fund Balance	12	1,368,917	3,606,509	4,231	-5,050	725,984	0	5,700,591	847,659	6,548,250

* The figures in section (1) are taken from FORM F-66(IA-2) STATE OF IOWA FINANCIAL REPORT FOR FISCAL YEAR ENDED JUNE 30, 2015

** The remaining two sections are filled in by the software once ALL worksheets are completed.

Council Packet 3/4/2016

CITY OF RIVERSIDE

As provided in Iowa Code Section 384.12, subsection 22, a city may levy the amount necessary in support of a local Emergency Management Commission. In addition to this individual levy, Emergency Management Commission support may also be included as part of the General Fund Levy. Iowa Code Section 29C.17, subsection 5 states that any support from cities or counties must be separately reported on tax statements issued by the county treasurer.

Input the amount of General Fund Levy request to be used

		Request with Utility Replacement (A)	Property Taxes Levied (B)
1	Portion of General Fund Levy Used for Emerg. Mgmt. Comm.		0
2	Support of a Local Emerg.Mgmt.Comm.	0	0
3	TOTAL FOR FISCAL YEAR 2017	0	0

Form 631 E P1

CITY OF RIVERSIDE

Department of Management

RE-ESTIMATED EXPENDITURES SCHEDULE PAGE 1

RE-ESTIMATED Fiscal Year Ending 2016

GOVERNMENT ACTIVITIES (A)	(B)	GENERAL (C)	SPECIAL REVENUE (D)	TIF SPECIAL REVENUES (E)	DEBT SERVICE (F)	CAPITAL PROJECTS (G)	PERMANENT (H)	PROPRIETARY (I)	Fiscal Years: RE-ESTIMATED 2016 (J)	Fiscal Years: ACTUAL 2015 (K)
PUBLIC SAFETY										
Police Department/Crime Prevention	1	86,345							86,345	89,511
Jail	2								0	0
Emergency Management	3	6,589							6,589	5,035
Flood Control	4								0	0
Fire Department	5	60,000							60,000	70,894
Ambulance	6								0	8,000
Building Inspections	7	1,500							1,500	1,592
Miscellaneous Protective Services	8								0	0
Animal Control	9	700	2,500						3,200	0
Other Public Safety	10								0	627
TOTAL *(lines 1 - 10)*	11	155,134	2,500	0			0		157,634	175,659
PUBLIC WORKS										
Roads, Bridges, & Sidewalks	12	76,014	55,000						131,014	124,309
Parking - Meter and Off-Street	13								0	0
Street Lighting	14	15,000							15,000	18,092
Traffic Control and Safety	15								0	177
Snow Removal	16								0	2,148
Highway Engineering	17								0	0
Street Cleaning	18								0	0
Airport *(if not Enterprise)*	19								0	0
Garbage *(if not Enterprise)*	20								0	0
Other Public Works	21								0	0
TOTAL *(lines 12 - 21)*	22	91,014	55,000	0			0		146,014	144,726
HEALTH & SOCIAL SERVICES										
Welfare Assistance	23								0	0
City Hospital	24								0	0
Payments to Private Hospitals	25								0	0
Health Regulation and Inspection	26								0	0
Water, Air, and Mosquito Control	27								0	0
Community Mental Health	28								0	0
Other Health and Social Services	29								0	0
TOTAL *(lines 23 - 29)*	30	0	0	0			0		0	0
CULTURE & RECREATION										
Library Services	31	18,867							18,867	18,370
Museum, Band and Theater	32		15,000						15,000	0
Parks	33	84,000	80,000						164,000	97,490
Recreation	34		8,000						8,000	0
Cemetery	35	5,500							5,500	5,500
Community Center, Zoo, & Marina	36	33,361							33,361	21,421
Other Culture and Recreation	37		13,500						13,500	0
TOTAL *(lines 31 - 37)*	38	141,728	116,500	0			0		258,228	142,781

Form 631 E P2

CITY OF RIVERSIDE

Department of Management

RE-ESTIMATED EXPENDITURES SCHEDULE PAGE 2

RE-ESTIMATED Fiscal Year Ending 2016

GOVERNMENT ACTIVITIES CONT. (A)	(B)	GENERAL (C)	SPECIAL REVENUES (D)	TIF SPECIAL REVENUES (E)	DEBT SERVICE (F)	CAPITAL PROJECTS (G)	PERMANENT (H)	PROPRIETARY (I)	Fiscal Years RE-ESTIMATED 2016 (J)	ACTUAL 2015 (K)
COMMUNITY & ECONOMIC DEVELOPMENT										
Community Beautification	39		5,000						5,000	13,531
Economic Development	40	13,244							13,244	21,026
Housing and Urban Renewal	41								0	0
Planning & Zoning	42								0	0
Other Com & Econ Development	43		8,000						8,000	0
	44									
TOTAL *(lines 39 - 44)*	45	13,244	13,000	0			0		26,244	34,557
GENERAL GOVERNMENT										
Mayor, Council, & City Manager	46	18,000							18,000	17,341
Clerk, Treasurer, & Finance Adm.	47	86,950							86,950	120,582
Elections	48	942							942	0
Legal Services & City Attorney	49	52,064							52,064	25,850
City Hall & General Buildings	50	72,728							72,728	141,676
Tort Liability	51								0	0
Other General Government	52								0	0
TOTAL *(lines 46 - 52)*	53	230,684	0	0			0		230,684	305,449
DEBT SERVICE	54								0	175,000
Gov Capital Projects	55								0	474,001
TIF Capital Projects	56								0	0
TOTAL CAPITAL PROJECTS	57	0	0	0		0	0		0	474,001
TOTAL Governmental Activities Expenditures *(lines 11+22+30+38+44+52+53+54)*	58	631,804	187,000	0	0	0	0		818,804	1,452,173
BUSINESS TYPE ACTIVITIES **Proprietary: Enterprise & Budgeted ISF**										
Water Utility	59							257,208	257,208	256,580
Sewer Utility	60							238,000	238,000	282,971
Electric Utility	61								0	0
Gas Utility	62								0	0
Airport	63								0	0
Landfill/Garbage	64							22,000	22,000	21,954
Transit	65								0	0
Cable TV, Internet & Telephone	66								0	0
Housing Authority	67								0	0
Storm Water Utility	68								0	0
Other Business Type (city hosp., ISF, parking, etc.)	69								0	0
Enterprise DEBT SERVICE	70								0	0
Enterprise CAPITAL PROJECTS	71								0	0
Enterprise TIF CAPITAL PROJECTS	72								0	0
TOTAL BUSINESS TYPE EXPENDITURES *(lines 56 - 68)*	73							517,208	517,208	561,505
TOTAL ALL EXPENDITURES *(lines 58+74)*	74	631,804	187,000	0	0	0	0	517,208	1,336,012	2,013,678
Regular Transfers Out	75								0	1,760,000
Internal TIF Loan Transfers Out	76								0	0
Total ALL Transfers Out	77	0	0	0	0	0	0	0	0	1,760,000
Total Expenditures and Other Fin Uses (lines 73+74)	78	631,804	187,000	0	0	0	0	517,208	1,336,012	3,773,678
Ending Fund Balance June 30	79	1,112,536	3,539,559	4,231	-5,050	3,684	0	815,240	5,470,200	3,813,415

THE USE OF THE CONTINUING APPROPRIATION IS VOLUNTARY. SUCH EXPENDITURES DO NOT REQUIRE AN AMENDMENT. HOWEVER THE ORIGINAL AMOUNT OF THE CAPITAL PROJECT MUST HAVE APPEARED ON A PREVIOUS YEAR'S BUDGET TO OBTAIN THE SPENDING AUTHORITY. THE CONTINUING APPROPRIATION CAN NOT BE FOR A YEAR PRIOR TO THE ACTUAL YEAR. CONTINUING APPROPRIATIONS END WITH THE ACTUAL YEAR. SEE INSTRUCTIONS.

Council Packet 3/4/2016

Form 631.D

CITY OF RIVERSIDE

Department of Management

RE-ESTIMATED REVENUES DETAIL

RE-ESTIMATED Fiscal Year Ending 2016

(A)	(B)	GENERAL (C)	SPECIAL REVENUES (D)	TIF SPECIAL REVENUES (E)	DEBT SERVICE (F)	CAPITAL PROJECTS (G)	PERMANENT (H)	PROPRIETARY (I)	Fiscal Years RE-ESTIMATED 2016 (J)	ACTUAL 2015 (K)
REVENUES & OTHER FINANCING SOURCES										
Taxes Levied on Property	1	686,804							686,804	430,846
Less: Uncollected Property Taxes - Levy Year	2								0	0
Net Current Property Taxes *(line 1 minus line 2)*	3	686,804	0		0	0			686,804	430,846
Delinquent Property Taxes	4								0	0
TIF Revenues	5								0	0
Other City Taxes:										
Utility Tax Replacement Excise Taxes	6	4,004							4,004	3,463
Utility francise tax *(Iowa Code Chapter 364.2)*	7								0	0
Parimutuel wager tax	8								0	0
Gaming wager tax	9		404,594						404,594	433,674
Mobile Home Taxes	10								0	0
Hotel/Motel Taxes	11		162,545						162,545	174,155
Other *Local Option Taxes*	12		109,850						109,850	97,295
Subtotal - Other City Taxes *(lines 6 thru 12)*	13	4,004	676,989		0	0			680,993	708,587
Licenses & Permits	14	2,600							2,600	7,625
Use of Money & Property	15	49,600							49,600	33,650
Intergovernmental:										
Federal Grants & Reimbursements	16								0	0
Road Use Taxes	17		129,000						129,000	103,255
Other State Grants & Reimbursements	18								0	26,234
Local Grants & Reimbursements	19		55,000						55,000	800
Subtotal - Intergovernmental *(lines 16 thru 19)*	20	0	184,000	0	0	0		0	184,000	130,289
Charges for Fees & Service:										
Water Utility	21							372,000	372,000	282,400
Sewer Utility	22							360,000	360,000	212,567
Electric Utility	23								0	0
Gas Utility	24								0	0
Parking	25								0	0
Airport	26								0	0
Landfill/Garbage	27							24,000	24,000	23,717
Hospital	28								0	0
Transit	29								0	0
Cable TV, Internet & Telephone	30								0	0
Housing Authority	31								0	0
Storm Water Utility	32								0	0
Other Fees & Charges for Service	33								0	54,518
Subtotal - Charges for Service *(lines 21 thru 33)*	34	0	0		0	0	0	756,000	756,000	573,202
Special Assessments	35								0	0
Miscellaneous	36		632,800						632,800	856,519
Other Financing Sources:										
Regular Operating Transfers In	37								0	1,760,000
Internal TIF Loan Transfers In	38								0	0
Subtotal ALL Operating Transfers In	39	0	0	0	0	0	0	0	0	1,760,000
Proceeds of Debt *(Excluding TIF Internal Borrowing*	40								0	0
Proceeds of Capital Asset Sales	41								0	0
Subtotal-Other Financing Sources *(lines 36 thru 38)*	42	0	0	0	0	0	0	0	0	1,760,000
Total Revenues except for beginning fund balance *(lines 3, 4, 5, 12, 13, 14, 19, 33, 34, 35, & 39)*	43	743,008	1,493,789	0	0	0	0	756,000	2,992,797	4,500,718
Beginning Fund Balance July 1	44	1,001,332	2,232,770	4,231	-5,050	3,684	0	576,448	3,813,415	3,086,375
TOTAL REVENUES & BEGIN BALANCE *(lines 41+42)*	45	1,744,340	3,726,559	4,231	-5,050	3,684	0	1,332,448	6,806,212	7,587,093

Form 631 A P1

CITY OF RIVERSIDE

Department of Management

EXPENDITURES SCHEDULE PAGE 1

Fiscal Year Ending 2017

GOVERNMENT ACTIVITIES (A)	(B)	GENERAL (C)	SPECIAL REVENUES (D)	TIF SPECIAL REVENUES (E)	DEBT SERVICE (F)	CAPITAL PROJECTS (G)	PERMANENT (H)	PROPRIETARY (I)	Fiscal Years: BUDGET 2017 (J)	RE-ESTIMATED 2016 (K)	ACTUAL 2015 (L)
PUBLIC SAFETY											
Police Department/Crime Prevention	1	93,157							93,157	86,345	89,511
Jail	2								0	0	0
Emergency Management	3	6,738							6,738	6,589	5,035
Flood Control	4								0	0	0
Fire Department	5	55,150							55,150	60,000	70,894
Ambulance	6								0	0	8,000
Building Inspections	7	2,000							2,000	1,500	1,592
Miscellaneous Protective Services	8								0	0	0
Animal Control	9	700	2,500						3,200	3,200	0
Other Public Safety	10								0	0	627
TOTAL *(lines 1 - 10)*	11	157,745	2,500				0		160,245	157,634	175,659
PUBLIC WORKS											
Roads, Bridges, & Sidewalks	12	92,058	143,700						235,758	131,014	124,309
Parking - Meter and Off-Street	13								0	0	0
Street Lighting	14	18,000							18,000	15,000	18,092
Traffic Control and Safety	15								0	0	177
Snow Removal	16								0	0	2,148
Highway Engineering	17								0	0	0
Street Cleaning	18								0	0	0
Airport *(if not Enterprise)*	19								0	0	0
Garbage *(if not Enterprise)*	20								0	0	0
Other Public Works	21								0	0	0
TOTAL *(lines 12 - 21)*	22	110,058	143,700				0		253,758	146,014	144,726
HEALTH & SOCIAL SERVICES											
Welfare Assistance	23								0	0	0
City Hospital	24								0	0	0
Payments to Private Hospitals	25								0	0	0
Health Regulation and Inspection	26								0	0	0
Water, Air, and Mosquito Control	27								0	0	0
Community Mental Health	28								0	0	0
Other Health and Social Services	29								0	0	0
TOTAL *(lines 23 - 29)*	30	0	0				0		0	0	0
CULTURE & RECREATION											
Library Services	31	19,365							19,365	18,867	18,370
Museum, Band and Theater	32		15,000						15,000	15,000	0
Parks	33	91,075	135,000						226,075	164,000	97,490
Recreation	34		10,000						10,000	8,000	0
Cemetery	35	5,500							5,500	5,500	5,500
Community Center, Zoo, & Marina	36	20,142							20,142	33,361	21,421
Other Culture and Recreation	37		26,000						26,000	13,500	0
TOTAL *(lines 31 - 37)*	38	136,082	186,000				0		322,082	258,228	142,781

Form 631 A P2

CITY OF RIVERSIDE

Department of Management

EXPENDITURES SCHEDULE PAGE 2

Fiscal Year Ending 2017

GOVERNMENT ACTIVITIES CONT. (A)	(B)	GENERAL (C)	SPECIAL REVENUES (D)	TIF SPECIAL REVENUES (E)	DEBT SERVICE (F)	CAPITAL PROJECTS (G)	PERMANENT (H)	PROPRIETARY (I)	Fiscal Years: BUDGET 2017 (J)	RE-ESTIMATED 2016 (K)	ACTUAL 2015 (L)
COMMUNITY & ECONOMIC DEVELOPMENT											
Community Beautification	39	10,250	5,000						15,250	5,000	13,531
Economic Development	40	12,700							12,700	13,244	21,026
Housing and Urban Renewal	41								0	0	0
Planning & Zoning	42								0	0	0
Other Com & Econ Development	43		8,000						8,000	8,000	0
	44										
TOTAL *(lines 39 - 44)*	45	22,950	13,000	0			0		35,950	26,244	34,557
GENERAL GOVERNMENT											
Mayor, Council, & City Manager	46	17,298							17,298	18,000	17,341
Clerk, Treasurer, & Finance Adm.	47	116,241							116,241	86,950	120,582
Elections	48	1,500							1,500	942	0
Legal Services & City Attorney	49	100,000							100,000	52,064	25,850
City Hall & General Buildings	50	99,185							99,185	72,728	141,676
Tort Liability	51								0	0	0
Other General Government	52								0	0	0
TOTAL *(lines 46 - 52)*	53	334,224	0	0			0		334,224	230,684	305,449
DEBT SERVICE	54								0	0	175,000
Gov Capital Projects	55					2,215,000			2,215,000	0	474,001
TIF Capital Projects	56								0	0	0
TOTAL CAPITAL PROJECTS	57	0	0	0		2,215,000	0		2,215,000	0	474,001
TOTAL Government Activities Expenditures *(lines 11+22+30+38+45+53+54+57)*	58	761,059	345,200	0	0	2,215,000	0		3,321,259	818,804	1,452,173
BUSINESS TYPE ACTIVITIES											
Proprietary: Enterprise & Budgeted ISF											
Water Utility	59							319,712	319,712	257,208	256,580
Sewer Utility	60							284,969	284,969	238,000	282,971
Electric Utility	61								0	0	0
Gas Utility	62								0	0	0
Airport	63								0	0	0
Landfill/Garbage	64							24,700	24,700	22,000	21,954
Transit	65								0	0	0
Cable TV, Internet & Telephone	66								0	0	0
Housing Authority	67								0	0	0
Storm Water Utility	68							18,900	18,900	0	0
Other Business Type (city hosp., ISF, parking, etc.)	69								0	0	0
Enterprise DEBT SERVICE	70								0	0	0
Enterprise CAPITAL PROJECTS	71								0	0	0
Enterprise TIF CAPITAL PROJECTS	72								0	0	0
TOTAL Business Type Expenditures *(lines 59 - 73)*	73							648,281	648,281	517,208	561,505
TOTAL ALL EXPENDITURES *(lines 58+74)*	74	761,059	345,200	0	0	2,215,000	0	648,281	3,969,540	1,336,012	2,013,678
Regular Transfers Out	75		1,137,000					93,900	1,230,900	0	1,760,000
Internal TIF Loan / Repayment Transfers Out	76								0	0	0
Total ALL Transfers Out	77	0	1,137,000	0	0	0	0	93,900	1,230,900	0	1,760,000
Total Expenditures & Fund Transfers Out (lines 75+76)	78	761,059	1,482,200	0	0	2,215,000	0	742,181	5,200,440	1,336,012	3,773,678
Ending Fund Balance June 30	79	1,368,917	3,606,509	4,231	-5,050	725,984	0	847,659	6,548,250	5,470,200	3,813,415

* A continuing appropriation is the unexpended budgeted amount from a prior year's capital project. The entry is made on the Con Approps page that must accompany the budget forms if used. SEE INSTRUCTIONS FOR USE.

Form 631 B

CITY OF RIVERSIDE

Department of Management

The last two columns will fill in once the Re-Est forms are completed

REVENUES DETAIL

Fiscal Year Ending 2017

(A)	(B)	GENERAL (C)	SPECIAL REVENUES (D)	TIF SPECIAL REVENUES (E)	DEBT SERVICE (F)	CAPITAL PROJECTS (G)	PERMANENT (H)	PROPRIETARY (I)	Fiscal Years BUDGET 2017 (J)	RE-ESTIMATED 2016 (K)	ACTUAL 2015 (L)
REVENUES & OTHER FINANCING SOURCES											
Taxes Levied on Property	1	859,993	0		0	0			859,993	686,804	430,846
Less: Uncollected Property Taxes - Levy Year	2								0	0	0
Net Current Property Taxes *(line 1 minus line 2)*	3	859,993	0		0	0			859,993	686,804	430,846
Delinquent Property Taxes	4								0	0	0
TIF Revenues	5								0	0	0
Other City Taxes:											
Utility Tax Replacement Excise Taxes	6	4,400	0		0	0			4,400	4,004	3,463
Utility franchise tax *(Iowa Code Chapter 364.2)*	7								0	0	0
Parimutuel wager tax	8								0	0	0
Gaming wager tax	9		450,000						450,000	404,594	433,674
Mobile Home Taxes	10								0	0	0
Hotel/Motel Taxes	11		190,000						190,000	162,545	174,155
Other *Local Option Taxes*	12		109,000						109,000	109,850	97,295
Subtotal - Other City Taxes *(lines 6 thru 12)*	13	4,400	749,000		0	0			753,400	680,993	708,587
Licenses & Permits	14	4,800							4,800	2,600	7,625
Use of Money & Property	15	37,700							37,700	49,600	33,650
Intergovernmental:											
Federal Grants & Reimbursements	16								0	0	0
Road Use Taxes	17		130,000						130,000	129,000	103,255
Other State Grants & Reimbursements	18	66,947	0	0	0	0		0	66,947	0	26,234
Local Grants & Reimbursements	19		110,150						110,150	55,000	800
Subtotal - Intergovernmental *(lines 16 thru 19)*	20	66,947	240,150	0	0	0		0	307,097	184,000	130,289
Charges for Fees & Service:											
Water Utility	21							371,000	371,000	372,000	282,400
Sewer Utility	22							360,000	360,000	360,000	212,567
Electric Utility	23								0	0	0
Gas Utility	24								0	0	0
Parking	25								0	0	0
Airport	26								0	0	0
Landfill/Garbage	27							24,700	24,700	24,000	23,717
Hospital	28								0	0	0
Transit	29								0	0	0
Cable TV, Internet & Telephone	30								0	0	0
Housing Authority	31								0	0	0
Storm Water Utility	32							18,900	18,900	0	0
Other Fees & Charges for Service	33								0	0	54,518
Subtotal - Charges for Service *(lines 21 thru 33)*	34	0	0		0	0	0	774,600	774,600	756,000	573,202
Special Assessments	35		560,000						560,000	0	0
Miscellaneous	36								0	632,800	856,519
Other Financing Sources:											
Regular Operating Transfers In	37	43,600				1,187,300			1,230,900	0	1,760,000
Internal TIF Loan Transfers In	38								0	0	0
Subtotal ALL Operating Transfers In	39	43,600	0	0	0	1,187,300	0	0	1,230,900	0	1,760,000
Proceeds of Debt *(Excluding TIF Internal Borrowing)*	40					1,500,000			1,500,000	0	0
Proceeds of Capital Asset Sales	41					250,000			250,000	0	0
Subtotal-Other Financing Sources *(lines 38 thru 40)*	42	43,600	0	0	0	2,937,300	0	0	2,980,900	0	1,760,000
Total Revenues except for beginning fund balance *(lines 3, 4, 5, 13, 14, 15, 20, 34, 35, 36, & 41)*	43	1,017,440	1,549,150	0	0	2,937,300	0	774,600	6,278,490	2,992,797	4,500,718
Beginning Fund Balance July 1	44	1,112,536	3,539,559	4,231	-5,050	3,684	0	815,240	5,470,200	3,813,415	3,086,375
TOTAL REVENUES & BEGIN BALANCE *(lines 42+43)*	45	2,129,976	5,088,709	4,231	-5,050	2,940,984	0	1,589,840	11,748,690	6,806,212	7,587,093

Council Packet

3/4/2016

Form 635.2A

Department of Management

CITY OF RIVERSIDE

ADOPTED BUDGET SUMMARY

YEAR ENDED JUNE 30, 2017

Fiscal Years

(A)	(B)	GENERAL (C)	SPECIAL REVENUES (D)	TIF SPECIAL REVENUES (E)	DEBT SERVICE (F)	CAPITAL PROJECTS (G)	PERMANENT (H)	PROPRIETARY (I)	BUDGET 2017 (J)	RE-ESTIMATED 2016 (K)	ACTUAL 2015 (L)
Revenues & Other Financing Sources											
Taxes Levied on Property	1	859,993	0		0	0			859,993	686,804	430,846
Less: Uncollected Property Taxes-Levy Year	2	0	0		0	0			0	0	
Net Current Property Taxes	3	859,993	0		0	0			859,993	686,804	430,846
Delinquent Property Taxes	4	0	0		0	0			0	0	
TIF Revenues	5			0					0	0	
Other City Taxes	6	4,400	749,000		0	0			753,400	680,993	708,587
Licenses & Permits	7	4,800	0					0	4,800	2,600	7,625
Use of Money and Property	8	37,700	0	0	0	0	0	0	37,700	49,600	33,650
Intergovernmental	9	66,947	240,150	0	0	0		0	307,097	184,000	130,289
Charges for Fees & Service	10	0	0		0	0	0	774,600	774,600	756,000	573,202
Special Assessments	11	0	560,000		0	0		0	560,000	0	0
Miscellaneous	12	0	0		0	0	0	0	0	632,800	856,519
Sub-Total Revenues	13	973,840	1,549,150	0	0	0	0	774,600	3,297,590	2,992,797	2,740,718
Other Financing Sources:											
Total Transfers In	14	43,600	0	0	0	1,187,300	0	0	1,230,900	0	1,760,000
Proceeds of Debt	15	0	0	0	0	1,500,000		0	1,500,000	0	0
Proceeds of Capital Asset Sales	16	0	0	0	0	250,000	0	0	250,000	0	0
Total Revenues and Other Sources	17	1,017,440	1,549,150	0	0	2,937,300	0	774,600	6,278,490	2,992,797	4,500,718
Expenditures & Other Financing Uses											
Public Safety	18	157,745	2,500	0			0		160,245	157,634	175,659
Public Works	19	110,058	143,700	0			0		253,758	146,014	144,726
Health and Social Services	20	0	0	0			0		0	0	0
Culture and Recreation	21	136,082	186,000	0			0		322,082	258,228	142,781
Community and Economic Development	22	22,950	13,000	0			0		35,950	26,244	34,557
General Government	23	334,224	0	0			0		334,224	230,684	305,449
Debt Service	24	0	0	0	0		0		0	0	175,000
Capital Projects	25	0	0	0		2,215,000	0		2,215,000	0	474,001
Total Government Activities Expenditures	26	761,059	345,200	0	0	2,215,000	0		3,321,259	818,804	1,452,173
Business Type Proprietray: Enterprise & ISF	27							648,281	648,281	517,208	561,505
Total Gov & Bus Type Expenditures	28	761,059	345,200	0	0	2,215,000	0	648,281	3,969,540	1,336,012	2,013,678
Total Transfers Out	29	0	1,137,000	0	0	0	0	93,900	1,230,900	0	1,760,000
Total ALL Expenditures/Fund Transfers Out	30	761,059	1,482,200	0	0	2,215,000	0	742,181	5,200,440	1,336,012	3,773,678
Excess Revenues & Other Sources Over	31										
(Under) Expenditures/Transfers Out	32	256,381	66,950	0	0	722,300	0	32,419	1,078,050	1,656,785	727,040
Beginning Fund Balance July 1	33	1,112,536	3,539,559	4,231	-5,050	3,684	0	815,240	5,470,200	3,813,415	3,086,375
Ending Fund Balance June 30	34	1,368,917	3,606,509	4,231	-5,050	725,984	0	847,659	6,548,250	5,470,200	3,813,415

Council Packet 3/4/2016

ERRORS LISTING PAGE SCROLL TO VIEW ALL ERROR MESSAGES (You may also print this page)

CONGRATULATIONS! THE BUDGET FILE CONTAINS NO ERRORS IN THE FOUR CATEGORIES

(1) OPERATING TRANSFERS IN / OPERATING TRANSFERS OUT COMPARISONS

(2) ENDING YEAR FUND BALANCE / BEGINNING YEAR FUND BALANCE COMPARISONS

0
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(3) AN ERROR MESSAGE APPEARS IN RED BELOW IF THE BUDGET DOES NOT CONTAIN ALL 3 YEARS OF DATA

(4) AN ERROR MESSAGE APPEARS IN RED BELOW IF A "DEBT TYPE" WAS NOT SELECTED ON THE LT DEBT TAB.

Form 631.1

Department of Management

NOTICE OF PUBLIC HEARING
BUDGET ESTIMATE

FISCAL YEAR BEGINNING JULY 1, 2016 - ENDING JUNE 30, 2017

City of **RIVERSIDE**, Iowa

The City Council will conduct a public hearing on the proposed Budget at RIVERSIDE CITY HALL

on 03/07/2016 *at* 7:00 PM
(Date) xx/xx/xx *(hour)*

The Budget Estimate Summary of proposed receipts and expenditures is shown below. Copies of the the detailed proposed Budget may be obtained or viewed at the offices of the Mayor, City Clerk, and at the Library.

The estimated Total tax levy rate per $1000 valuation on regular property . . . . . $ 8.10000

The estimated tax levy rate per $1000 valuation on Agricultural land is . . . . . $ 0

At the public hearing, any resident or taxpayer may present objections to, or arguments in favor of, any part of the proposed budget.

319-648-3501
phone number

LORY YOUNG - CITY CLERK
City Clerk/Finance Officer's NAME

		Budget FY 2017	Re-estimated FY 2016	Actual FY 2015
		(a)	(b)	(c)
Revenues & Other Financing Sources				
Taxes Levied on Property	1	859,993	686,804	430,846
Less: Uncollected Property Taxes-Levy Year	2	0	0	0
Net Current Property Taxes	**3**	859,993	686,804	430,846
Delinquent Property Taxes	4	0	0	0
TIF Revenues	5	0	0	0
Other City Taxes	6	753,400	680,993	708,587
Licenses & Permits	7	4,800	2,600	7,625
Use of Money and Property	8	37,700	49,600	33,650
Intergovernmental	9	307,097	184,000	130,289
Charges for Fees & Service	10	774,600	756,000	573,202
Special Assessments	11	560,000	0	0
Miscellaneous	12	0	632,800	856,519
Other Financing Sources	13	1,750,000	0	0
Transfers In	14	1,230,900	0	1,760,000
Total Revenues and Other Sources	**15**	6,278,490	2,992,797	4,500,718
Expenditures & Other Financing Uses				
Public Safety	16	160,245	157,634	175,659
Public Works	17	253,758	146,014	144,726
Health and Social Services	18	0	0	0
Culture and Recreation	19	322,082	258,228	142,781
Community and Economic Development	20	35,950	26,244	34,557
General Government	21	334,224	230,684	305,449
Debt Service	22	0	0	175,000
Capital Projects	23	2,215,000	0	474,001
Total Government Activities Expenditures	24	3,321,259	818,804	1,452,173
Business Type / Enterprises	25	648,281	517,208	561,505
Total ALL Expenditures	**26**	3,969,540	1,336,012	2,013,678
Transfers Out	27	1,230,900	0	1,760,000
Total ALL Expenditures/Transfers Out	**28**	5,200,440	1,336,012	3,773,678
Excess Revenues & Other Sources Over (Under) Expenditures/Transfers Out	**29**	1,078,050	1,656,785	727,040
Beginning Fund Balance July 1	30	5,470,200	3,813,415	3,086,375
Ending Fund Balance June 30	**31**	6,548,250	5,470,200	3,813,415

PUBLICATION DATE CALCULATOR

Earliest Publication Date	02/16/2016
Latest Publication Date	02/26/2016
Proposed Hearing Date	03/07/2016 <== Enter Date

Form 631.1

NOTICE OF PUBLIC HEARING
BUDGET ESTIMATE
FISCAL YEAR BEGINNING JULY 1, 2016 - ENDING JUNE 30, 2017

City of RIVERSIDE, Iowa

The City Council will conduct a public hearing on the proposed Budget at RIVERSIDE CITY HALL
on 03/07/2016 *at* 7:00 PM

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The estimated Total tax levy rate per $1000 valuation on regular property . . 8.10000
The estimated tax levy rate per $1000 valuation on Agricultural land is 0
At the public hearing, any resident or taxpayer may present objections to, or arguments in favor of, any part of the proposed budget.

319-648-3501
phone number

LORY YOUNG - CITY CLERK
City Clerk/Finance Officer's NAME

		Budget FY 2017	Re-est. FY 2016	Actual FY 2015
		(a)	(b)	(c)
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Less: Uncollected Property Taxes-Levy Year	2	0	0	0
Net Current Property Taxes	3	859,993	686,804	430,846
Delinquent Property Taxes	4	0	0	0
TIF Revenues	5	0	0	0
Other City Taxes	6	753,400	680,993	708,587
Licenses & Permits	7	4,800	2,600	7,625
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Charges for Services	10	774,600	756,000	573,202
Special Assessments	11	560,000	0	0
Miscellaneous	12	0	632,800	856,519
Other Financing Sources	13	1,750,000	0	0
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Total Expenditures/Transfers Out	28	5,200,440	1,336,012	3,773,678
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Ending Fund Balance June 30	31	6,548,250	5,470,200	3,813,415

Lory Young

From: Maria Meller <mecarr31@yahoo.com>
Sent: Monday, February 29, 2016 6:29 PM
To: Lory Young
Subject: Re: 5K Run

Thank you Lori. I will come to the next meeting let me know the proper procedure

Sent from my iPhone

On Feb 29, 2016, at 4:01 PM, Lory Young <lory@cityofriversideiowa.com> wrote:

I will get you a copy of the purchase agreement as soon as the Mayor signs.

I will put your request for funds on the next council agenda.

Remaining Balance in Misc Donation Acct for Current Fiscal Year is $1975

From: Maria Carr [mailto:mecarr31@yahoo.com]
Sent: Monday, February 29, 2016 3:54 PM
To: lory@cityofriversideiowa.com
Subject: 5K Run

Lory-

We spoke on Thursday about me organizing a 5k run for Riverside Elementary. I would like to see if the city would be one of the sponsors. It is called Trek for the Schools and will be on Trek fest at 8:00 am. I would like to request $1000. My plan is to also advertise the businesses in the community by including information that the business provide in our bags that we give each participant. I would like to put a little write up about the event in April's City Flyer.

On another note did you receive the offer letter my husband and I signed. As soon as Allen signs it can you either mail me a copy or email it to me. I need a copy to secure financing

Thanks
Maria Meller
319-530-1723

No virus found in this message.
Checked by AVG - www.avg.com
Version: 2016.0.7442 / Virus Database: 4537/11719 - Release Date: 02/29/16

No virus found in this message.
Checked by AVG - www.avg.com
Version: 2016.0.7442 / Virus Database: 4537/11719 - Release Date: 02/29/16

Received
PAID
FEB 23 2016
PAID
BY:

MEMORANDUM

To: William J. Sueppel
From: Grant D. Lientz
Re: City of Riverside / Bob Ryan
Date: February 17, 2016

Questions presented:

1. May a City gain entrance to a privately owned rental property for the purpose of safety inspections with the permission of the current tenant?
2. Does a City need to notify the owner or tenant of its intent to inspect?
3. What options are available for the City if no permission is given?

Short answers:

1. Very likely yes.
2. No, provided that the City has the tenant's consent to perform the inspection.
3. The City may seek an administrative warrant to conduct its inspections.

Factual background:

Bob Ryan owns three properties in the City of Riverside ("the City"), located at 21 West 1st Street, 31 West 1st Street, and 11 East 1st street. The properties are presently leased and occupied by residential and commercial tenants. Mr. Ryan has been informed that the properties are subject to requirements for electrical permits and final inspections, but has not complied with obtaining the permits or allowing any inspection. The City has requested that Mr. Ryan arrange for inspection for noncompliance with the City's building code. At issue is what options are available to the City if Mr. Ryan does not comply.

Discussion:

I. Consent for Inspections

The City has the power to perform building inspections and enforce violations of its building code, pursuant to the Code and Constitution of the State of Iowa. *See* Iowa

Code § 364.1, Iowa Cost. § 38A; *see also* City of Riverside Municipal Code § 1.03. With respect to inspections, the City of Riverside's municipal code provides:

> If consent to enter upon or inspect any building, structure or property pursuant to a municipal ordinance is withheld by any person having the lawful right to exclude, the City officer or employee having the duty to enter upon or conduct the inspection may apply to the Iowa District Court in and for the County, pursuant to Section 808.14 of the Code of Iowa, for an administrative search warrant. No owner, operator or occupant, or any other person having charge, care, or control of any dwelling unit, rooming unit, structure, building, or premises shall fail or neglect, after presentation of a search warrant, to permit entry therein by the municipal officer or employee.

City of Riverside Municipal Code § 1.12. The requirement for seeking consent prior to obtaining a warrant is framed negatively in the statute, and operates on the withholding, rather than the granting, of consent. "[A]ny person having the lawful right to exclude" others from the property may withhold consent to inspect. *Id.* No warrant is required if consent is given.

When there are objections to city inspections of a rental property, generally it is the tenant, rather than the landlord, who denies consent. *See Camara v. Mun. Court of City & Cty. of San Francisco*, 387 U.S. 523 (1967) (holding that a warrant is required for administrative inspections absent consent); *State v. Green*, 540 N.W.2d 649, 653 (Iowa 1995). In those situations it is the consent of the tenant, and not the landlord, which is dispositive. *See Chapman v. United States*, 365 U.S. 610 (1961) (landlord could not validly consent to the search of a house he had rented to another), *Stoner v. California*, 376 U.S. 483 (1964) (night hotel clerk could not validly consent to search of customer's room).

While controlling authority on the *reverse* of the facts in the above cases is sparse, some persuasive authority is available. In *Seattle v. McCready*, 877 P.2d 686 (Wash. 1994), the landlords of a rental property contended that the City of Seattle had violated their federal and state constitutional rights when it inspected the tenants' individual apartment units without the landlords' consent, arguing that the tenants lacked authority to consent to such inspections. *Id.* The Washington Supreme Court held that the tenant, not the landlord, has the privacy interest in an individual apartment unit. *Id.*, citing *Camara* and *Chapman, supra*. Therefore, the court concluded that it is the tenant

who possesses the authority to consent to an inspection of his or her own unit, "notwithstanding any objections by their landlords". *McCready*, 877 P.2d at 689-90. In a later case, the Washington Court of Appeals stated, "[b]ased on *McCready*, it is clear that the City could constitutionally rely on tenant consent to inspect the tenants' individual units." *Cranwell v. Mesec*, 890 P.2d 491, 498 (Wash. 1995).

Although *McCready* is not controlling authority in Iowa, its holding is based in substantial part on the rulings of the Supreme Court in *Camara* and *Chapman, supra*, which are. These cases firmly suggest that it is only the tenant who has the right to exclude others from the property, based on their privacy interest. Thus, in the instant case, the consent of the tenant is likely sufficient for the City to perform an inspection without a warrant, even over the objection of the owner.

II. Notice of Inspection

Research reveals no case, statute, or regulation which provides that a city must provide notice to the owner of a property before performing an inspection. This result is necessarily based on a presumption of consent, however, because without consent to inspect, a warrant is necessary to gain entry to perform an inspection on private property. See *Camara*, 387 U.S. at 534. Accordingly, no notice is due to the owner or tenant prior to conducting an inspection, if the tenant has consented to that inspection.

III. Inspections without Consent

The Supreme Court has held that administrative searches by municipal health and safety inspectors constitute significant intrusions upon interests protected by Fourth Amendment. *Id.* at 523. Absent the consent of the tenant, the City must seek an administrative warrant to conduct its inspection. *Id.* at 534. Iowa Code § 808.14 states:

> The courts and other appropriate agencies of the judicial branch of the government of this state may issue administrative search warrants, in accordance with the statutory and common law requirements for the issuance of such warrants, to all governmental agencies or bodies expressly or impliedly provided with statutory or constitutional home rule authority for inspections to the extent necessary for the agency or body to carry out such authority, to be executed or otherwise carried out by an officer or employee of the agency or body.

Id. Administrative warrants are held to a lesser standard of probable cause than criminal search warrants. *Camara,* 387 U.S. at 537-38, cited in *State v. Green,* 540 N.W.2d 649, 654 (Iowa 1995). The purpose of such a warrant is not to discover evidence of crime but to secure compliance with code standards. *Id.* Thus a finding of probable cause turns on the reasonableness of the inspection, not on proof that a violation would be found in a particular location. *Id.* at 534-35. This test involves merely "balancing the need to search against the invasion which the search entails." *Id.* at 537.

The Supreme Court went on to note that "'probable cause' to issue a warrant to inspect must exist if reasonable legislative or administrative standards for conducting an area inspection are satisfied with respect to a particular dwelling." *Id.* at 538. "Such standards, which will vary with the municipal program being enforced, may be based upon the passage of time, the nature of the building (e.g., a multifamily apartment house), or the condition of the entire area, but they will not necessarily depend upon specific knowledge of the condition of the particular dwelling." *Id.* "Experience may show the need for periodic inspections of certain facilities without a further showing of cause to believe that substandard conditions dangerous to the public are being maintained. The passage of a certain period without inspection might of itself be sufficient in a given situation to justify the issuance of warrant." *Id.* Accordingly, the mere fact that a building has not been inspected within the normal timeframe for routine inspections is likely sufficient probable cause for the issuance of an administrative warrant, and no specific belief that a particular building is out of compliance with a building code, for example, is necessary.

The court concluded its analysis by noting that "in the case of most routine area inspections, there is no compelling urgency to inspect at a particular time or on a particular day. Moreover, most citizens allow inspections of their property without a warrant. Thus, as a practical matter and in light of the Fourth Amendment's requirement that a warrant specify the property to be searched, it seems likely that warrants should normally be sought only after entry is refused unless there has been a citizen complaint or there is other satisfactory reason for securing immediate entry. *Id. at* 539-40.

IV. Conclusion

Unless it has particular knowledge of a municipal code violation, or a reasonable belief that such a violation has taken place, the City should first seek consent to perform an inspection from the tenants of the particular properties with which it is concerned, and which are in violation of clearly established inspection policies. If no consent is forthcoming, the City should petition the District court for an administrative warrant, whereby they may force an inspection.

RECEIVED
FEB 23 2016
BY:

MEMORANDUM

To: William J. Sueppel
From: Grant Lientz
Re: Riverside ARAMARK Contract
Date: February 12, 2016

Questions presented:

1. Whether the City of Riverside is prevented from seeking a new provider for uniform services under their contract with ARAMARK.
2. Whether the charges assessed to the City of Riverside by ARAMARK are consistent with the terms of their contract.

Short answers:

1. Yes, the contract provides that ARAMARK is the City of Riverside's exclusive provider of rented/leased uniforms and apparel. The contract specifies that the City must pay liquidated damages for early termination.
2. Yes. The contract provides that ARAMARK may periodically increase their pricing, by 5% annually and at other times by written notice. The increased prices are automatically agreed to unless contested within 15 days.

Factual Background:

ARAMARK Uniform Services ("AUS" hereinafter) is a provider of rented and leased uniforms and apparel. The City of Riverside ("the City" hereinafter) has entered into a Service Agreement with AUS for the rental of uniforms for its employees. The agreement is dated October 17, 2012, and is signed by representatives of both the City and AUS. The Agreement provides that AUS will provide uniform rentals and related services to the City, and that the City will agree to pay AUS in accordance with the Agreement and related Customer Information Sheets.

The Agreement provides that the City "agrees that AUS is its exclusive provider" for rented uniforms and apparel and related services, and that the Agreement will run for 60 consecutive months, and will be automatically renewed for another 60 month term unless the City gives AUS written notice of termination at least 60 days before the end

of the current term by certified mail, return receipt requested. The City may demand early termination of the contract, but the contract provides that the City will be liable for liquidated damages equal to the greater of a) 25% of the average weekly charges for the last three months, multiplied by the number of weeks remaining in the contract, or b) the current replacement charge for all merchandise. The present contract term ends in approximately 21 months, or 91 weeks.

The contract also provides that each year on the first day of the month in which the anniversary date of the agreement occurs, AUS may increase the charges then in effect either by an amount up to the percentage change in the Consumer Price Index over the previous 12 months, or 5%, whichever is greater. AUS also may increase charges at any time by notifying the City in writing (which may be by invoice or monthly statement). The City may reject such increase by notifying AUS in writing within 15 days after the City's receipt of the notice of such increase. If the City rejects the increase, AUS reserves the right to terminate the Agreement in whole or in part. In addition, AUS is permitted to impose minimum per invoice recurring charges equal to the greater of $25.00 or 75% of the initial invoice amount for such charges. The contract further provides that AUS will charge the City for every week during the Agreement even if the City requests reduced or no service for a particular week or weeks.

The City rents a total of 33 uniforms for three employees from AUS – eleven per employee. They also rent a rolling hand towel cabinet, continuous-roll towels for same, and a dozen floor mats. The uniforms, towels, and two of the mats are allotted to the City's Vine Avenue address ("Vine"), and the remaining ten mats are allotted to the City's Green Street address ("Green"). The average weekly charge for the last twelve weeks is $171.78 for Vine, and $93.76 for Green. Normal weekly charges are presently $127.40 for Vine, down from $138.59 as of November 2015, which was the result of a reduction in the number of towels rented. Vine saw significantly inflated weekly charges for two weeks in November resulting from the replacement of six ruined uniforms, and preparation fees for the customization of their replacements. Weekly fees for Green have remained unchanged over the last twelve weeks. See the attached spreadsheet for a detailed breakdown of weekly charges.

At issue are the effects of early termination of the Agreement, and the accuracy of the charges to date.

Discussion:

I. Early Termination

The terms of the Service Agreement entered into between AUS and the City specifically state that AUS will be the City's exclusive provider of rented uniforms, mats, and related services. Exclusive dealing arrangements are permitted where it is not "probable that performance of the contract will foreclose competition in a substantial share of the line of commerce affected." *Tampa Elec. Co. v. Nashville Coal Co.* 365 U.S. 320, 327 (1961). A simple Google search reveals that there are at least seven uniform rental companies which service this area. Moreover, the contract does not prohibit the purchase of uniforms and related service, but merely their rental. Accordingly, the City may not seek other providers for these services without breaching the terms of the contract, and being subject to liquidated damages for early termination. The City may, however, choose to purchase its own uniforms without being in breach. Even if the City does not cancel the contract, and requests no service from AUS, it will be subject to weekly service charges for the duration of the contract term. AUS's weekly service charges to the city are presently $77.00 per week, and these charges would equal a total expenditure of $7,007.00 over the next 91 weeks.

The contract between AUS and the City provides for liquidated damages in the event of breach or early termination. The agreement states that these damages are "intended as a good faith pre-estimate of the actual damages AUS would incur and not as a penalty." Courts have held that liquidated damages clauses in contracts are enforceable, if they are "reasonable in the light of the anticipated or actual loss caused by the breach...." *Rohlin Const. Co. v. City of Hinton*, 476 N.W.2d 78, 80 (Iowa 1991), citing Restatement (Second) of Contracts § 356(1) (1981). If the City chooses to cancel its contract with AUS effective immediately, it will be liable for liquidated damages in the amount of $6,041.09. This figure represents 25% of the average weekly invoice amount for the last three months, multiplied by the 91 weeks remaining on the contract term. See "Scenario 1" in attached spreadsheet for calculations. Importantly, two invoices in the past three months contain significantly increased charges for the replacement cost of ruined garments and preparation fees. If the City were to incur no additional replacement charges for the next six weeks, its weekly average would drop from $66.39 to $55.29, and thus would be liable for liquidated damages in the amount of $4,699.65. See "Scenario 2" in attached spreadsheet for calculations.

The contract provides that the amount of liquidated damages is the greater of either one quarter of the average weekly charge, spread out over the remainder of the contract, as described above, or the replacement cost of the rented materials. Brett Nebergall, District Manager for AUS, 319-848-2032 verified by phone on January 22 the current replacement costs for all rented materials as totaling $4552.13. See "Scenario 3" in attached spreadsheet for calculations. It is important to note that the replacement cost for the rented materials will almost certainly increase over time, and it is possible that within six weeks it may exceed the best-case sum in the previous paragraph. The quantity and kind of rented merchandise is provided for in the original contract, and any reduction in the rented merchandise rented would require either a new contract or new consideration by the City to modify the existing terms.

Given the likely value of the remainder of the contract, the language of the contract itself, and the valuation method of the two liquidated damages options detailed above, a court is likely to find that the liquidated damages clause is reasonable and, therefore, enforceable by AUS. If it chooses to cancel the contract, the City can minimize its liquidated damages by waiting approximately six weeks (but not significantly longer) before doing so. The City should do its utmost to avoid ruining any garments during that period.

II. Accuracy of Charges

The contract provides that AUS may increase its fees annually by the amount of change in the Consumer Price Index ("CPI") over that period, or 5%, whichever is higher. The CPI has changed by less than three percent in total since the contract's creation. *See* INFLATIONDATA.COM, Historical Consumer Price Index Data, *available at* http://inflationdata.com/Inflation/Consumer_Price_Index/HistoricalCPI.aspx. This annual increase takes effect at the beginning of October each year. In addition, the contract provides that AUS may increase charges at *any* time by notifying the City in writing, which may take the form of a notation on an invoice or monthly statement. The City may reject the latter increase in charges by notifying AUS within 15 days of receiving the invoice detailing the increased charges. Upon receipt of notice of such objection, AUS may then terminate the agreement, either in whole or in part.

The rental price rates for particular merchandise have increased only trivially over the course of the contract – from $.45 to $.50 per pair of pants, and $.27 to $.30 per shirt, for example. AUS's weekly service charges to the City for that merchandise have increased

significantly since the inception of the contract, however. Service charges have increased multiple times, and each such increase appears to have been accompanied by the required written notice on the applicable weekly invoice. Increases have occurred several times per year over the course of the contract, usually for a total increase of $5-$10 per week, followed by several months without any increase. In September of 2013, the total combined weekly service charges for both Vine and Green were $22.80. That weekly figure has increased over time to $77.00, as of December of 2015. See Sample Weekly Service Charges section in attached spreadsheet. It is not apparent that the City has ever timely objected to any of the increased charges.

The increase in service charges, while dramatic, appears to have been consistent with the terms of the contract. The terms for such increases are not obviously highlighted in the contract, but neither are they obfuscated. Furthermore, the City was given the opportunity to object to any such increases and possibly terminate the contract every time the rates were increased. The lack of fine print, convoluted language, or an inequality in bargaining power between the parties suggests that a court would find that the terms for price increases are enforceable. *See In re Marriage of Shanks*, 758 N.W.2d 506, 515-16 (Iowa 2008) (discussing procedural and substantive unconscionability). The City likely has no plausible legal cause of action with respect to the increased weekly charges.

Mr. Nebergall is a new District Manager for AUS as of this month. During a phone conversation, he expressed concern over the possible cancelation of the contract, and indicated a willingness to renegotiate its terms.

III. Conclusion

The City should seek out competing offers from one of the several uniform rental service companies in the area, and also obtain quotes to analyze the feasibility of purchasing, rather than renting, the uniforms, towels, and mats. Once the City has determined the costs involved with either purchasing these items or renting them from elsewhere, it can make an informed decision as to whether it is economically worthwhile to cancel its contract with AUS and pay the associated liquidated damages, or to attempt to renegotiate the contract for more favorable terms.

RESOLUTION #03072016-03

RESOLUTION TO SET THE DATE FOR PUBLIC HEARING FOR REZONING OF LOTS #2 & 3 OF TENER TRIANGLE

Whereas, the City of Riverside City Council sets the a date for public hearing for the Rezoning of Lots #2 & 3 from "C-3 Avenue of the Saints Commercial" to "M-1 Industrial Park with Conditions".

Therefore, be it resolved the City of Riverside City Council does hereby approve the date of the public hearing to be held March 21st, 2016 at 6:45 PM at Riverside City Hall.

It was moved by Councilperson _____, seconded by Councilperson _____, to approve the foregoing resolution.

Roll Call: Redlinger, Schneider, Sexton, Weber, Schnoebelen

Ayes:

Nays:

Absents:

Signed: _____

Allen Schneider, Mayor

Attest: _____

Lory Young, City Clerk

MMS Consultants, Inc.
Experts in Planning and Development Since 1975

1917 S. Gilbert Street
Iowa City, Iowa 52240
319.351.8282
mmsconsultants.net
mms@mmsconsultants.net

Environmental Specialists
Landscape Architects
Land Planners
Land Surveyors
Civil Engineers

February 24, 2016

Lory Young, City Clerk
City of Riverside
PO Box 188
Riverside, IA 52327

RE: Application Request for Amendment to the Zoning Ordinance of Riverside, IA
Application Number 02-2016-01 "Tener"

Dear Lory:

I am writing this letter based on the "Tener" Rezoning Application to rezone certain Tener properties from C-3, Avenue of the Saints Commercial to M-1, Industrial. You have asked me to review this application on behalf of the City of Riverside.

I am reviewing this request as per Chapter 5, Riverside Zoning Ordinance.

First, I would like to clarify that the legal description is in fact described as "Lots 2 and 3 and Outlot "A", of Tener Triangle Subdivision to Riverside, Iowa," consisting of 12.24 acres.

In reviewing Chapter 5.07.I. C-3 Avenue of the Saints Commercial District, the intent of this District or Zoning Classification states "Avenue of the Saints Commercial District is intended to accommodate uses which ordinarily serve traveling public and commercial uses which generally require substantial land area and access to a major traffic artery. Uses which tend to accumulate outside storage of product or which are more inclined to become unattractive nuisances have been excluded." Some of the "excluded uses" include mini storage facilities and warehouses which are uses that the potential buyer, Mr. & Mrs. Pat Noel intend to use the property for.

Chapter 5.07.J. M-1 – Industrial has the following Intent: To establish and preserve areas for Industrial and related uses of such a nature that they do not create serious problems of compatibility with other kinds of land uses, and to make provision for certain kinds of commercial uses which are necessary to service the immediate needs of people in these areas.

This M-1 district does allow wholesaling and warehousing as well as personal storage lockers and warehouses.

Currently, Bud's Custom Meats is zoned M-2 according to the most recent official Riverside Zoning Map last revised March 4, 2010.
Should this application be approved a parcel of land owned by Bud's Custom Meats known as Lot 1, Tener Triangle Subdivision will remain in the C-3 District and is located between Bud's Custom Meats and this property. There has been discussions that this Lot 1, Tener Triangle Subdivision may present an application to rezone to either M-1 or M-2 which would be compatible.

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I have reviewed the two photos and the site plan provided with the application. I have also reviewed the permitted Principal Uses and Structures within the M-1 Industrial Park.

Should this M-1 Industrial District be approved, I would recommend the following conditions:

1. Allowed Permitted Uses:
   A. Contractor's shop
   B. Truck or bus garage and repair shop
   C. Building materials sales and storage
   D. Wholesaling and warehousing, but not including the bulk storage of liquid fertilizers or flammable liquids
   E. Personal storage lockers and warehouses
   F. Uses allowed in the C-3 District
2. A Site Plan shall be submitted for each lot and approved by the Riverside City Council.
3. All parking, loading and drives shall be hard surfaced with concrete or asphalt.
4. If any outdoor storage is proposed, a screening plan that screens the outdoor storage area on all sides shall be prepared for each lot and shall be approved by the Riverside City Council.
5. Any development within the 100-year flood area shall comply with all local, state and federal regulations.
6. The developer/builder shall provide a storm water management plan approved by the Riverside City Engineer.
7. Each lot will connect to City water and sewer and will be responsible for each service line from the city utilities to the respective lot.
8. The owner of each lot shall provide sample or photographs of building materials to be used for all buildings.

Please contact me if you have any questions.

Respectfully submitted,

Glen D. Meisner, PE & PLS

T:\2245\2245-024-\2245024L1.docx

Ella Street Improvements

No.	Item Code	Item	Quantity	Unit	Unit Price	Total Price	Unit Price	Total Price
1	1070-206-A-3	Traffic Control	1	LS			$10,000.00	$ 10,000.00
2	1090-105-D-0	Mobilization	1	LS			$50,000.00	$ 50,000.00
3	2010-108-C-3	Clearing and Grubbing	1	LS			$5,000.00	$ 5,000.00
4	2010-108-D-3	Off Site Topsoil	500	CY			$25.00	$ 12,500.00
5	2010-108-E-0	Excavation, Class 13	2,000	CY			$12.00	$ 24,000.00
6	2010-108-F-0	Below Grade Excavation (Core Out)	200	CY			$50.00	$ 10,000.00
7	2010-108-G-0	Subgrade Preparation	6,038	SY			$3.00	$ 18,114.00
8	2010-108-I-0	Subbase, Modified, 6" Thick for Full Depth HMA	5,415	SY			$7.00	$ 37,905.00
9	2010-108-I-0	Subbase, Modified, 4" Thick for 6" PCC Sidewalk	1,406	SY			$5.00	$ 7,030.00
10	2010-108-I-0	Subbase, Macadam Stone, 6" Thick	623	SY			$10.00	$ 6,230.00
11	2010-108-I-0	Subbase, Class A Crushed Stone, 4" Thick	623	SY			$6.00	$ 3,738.00
12	2010-108-J-2	Removal of Culverts	22	EA			$250.00	$ 5,500.00
13	2010-108-M-0	Backfilling of Curbs	3,436	LF			$5.00	$ 17,180.00
14	3010-108-C-0	Trench Foundation	50	TONS			$25.00	$ 1,250.00
15	3010-108-D-0	Replacement of Unsuitable Backfill Material, Granular Backfill	50	CY			$50.00	$ 2,500.00
16	3010-108-E-0	Granular Trench Backfill, Class A Roadstone, 8" Sanitary Main	518	LF			$60.00	$ 31,080.00
17	3010-108-E-0	Granular Trench Backfill, Class A Roadstone, 12" Storm Sewer	534	LF			$10.00	$ 5,340.00
18	3010-108-E-0	Granular Trench Backfill, Class A Roadstone, 15" Storm Sewer	95	LF			$15.00	$ 1,425.00
19	3010-108-E-0	Granular Trench Backfill, Class A Roadstone, 18" Storm Sewer	35	LF			$20.00	$ 700.00
20	3010-108-E-0	Granular Trench Backfill, Class A Roadstone, 24" Storm Sewer	120	LF			$25.00	$ 3,000.00
21	3010-108-E-0	Granular Trench Backfill, Class A Roadstone, 6" Water Main	40	LF			$10.00	$ 400.00
22	3010-108-E-0	Granular Trench Backfill, Class A Roadstone, 8" Water Main	60	LF			$10.00	$ 600.00
23	4010-108-A-1	Sanitary Sewer Gravity Main, Trenched, PVC (SDR 26), 8" Dia.	518	LF			$50.00	$ 25,900.00
24	4010-108-H-0	Remove Existing Sanitary Sewer	518	LF			$10.00	$ 5,180.00
25	4010-108-K-1	Sanitary Sewer Existing Service Lateral Reconnection	8	EA			$750.00	$ 6,000.00
26	4020-108-A-1	Storm Sewer, Trenched, RCP, 12" Dia.	1,192	LF			$35.00	$ 41,720.00
27	4020-108-A-1	Storm Sewer, Trenched, RCP, 15" Dia.	391	LF			$40.00	$ 15,640.00
28	4020-108-A-1	Storm Sewer, Trenched, RCP, 18" Dia.	348	LF			$50.00	$ 17,400.00
29	4020-108-A-1	Storm Sewer, Trenched, RCP, 24" Dia.	293	LF			$60.00	$ 17,580.00
30	4020-108-C-0	Removal of Storm Sewer	289	LF			$60.00	$ 17,340.00
31	4040-108-A-0	Longitudinal Subdrain, Type 2, 4"	639	LF			$7.00	$ 4,473.00
32	4040-108-C-0	Subdrain Cleanout, Type A-1	3	EA			$750.00	$ 2,250.00
33	4040-108-D-0	Subdrain Outlet, Connection to Structure	3	EA			$750.00	$ 2,250.00
34	4040-108-F-0	Connect Existing Sump Pump Outlet to Storm Sewer or Subdrain, East Side	2	EA			$500.00	$ 1,000.00
35	4040-108-F-0	Connect Existing Sump Pump Outlet to Intake or Subdrain, West Side	2	EA			$1,000.00	$ 2,000.00
36	5010-108-A-1	Water Main, 6", PVC C900	184	LF			$25.00	$ 4,600.00
37	5010-108-A-1	Water Main, 8", PVC C900	727	LF			$30.00	$ 21,810.00
38	5020-108-C-0	Fire Hydrant Assembly	1	EA			$4,000.00	$ 4,000.00
39	5010-108-C-1	Cut in 4"x4" Tee	2	EA			$800.00	$ 1,600.00
40	5010-108-C-1	Cut in 8"x8" Tee	2	EA			$1,200.00	$ 2,400.00
41	5010-108-C-1	Relocate Existing Fire Hydrant Assembly	1	EA			$1,000.00	$ 1,000.00
42	5010-108-D-0	Water Service Stub, Main to Curb Stop Short, 1" Copper (Type K)	3	EA			$600.00	$ 1,800.00
43	5010-108-D-0	Water Service Stub, Main to Curb Stop Long, 1" Copper (Type K)	4	EA			$1,200.00	$ 4,800.00
44	5010-108-E-0	Remove Tee and Install Sleeve	2	EA			$750.00	$ 1,500.00
45	5010-108-E-0	Remove Tee and Valve and Install Sleeve	2	EA			$1,000.00	$ 2,000.00
46	5010-108-E-0	Remove Valve Box and Rod	2	EA			$500.00	$ 1,000.00
47	5020-108-A-0	Gate Valve, 4"	2	EA			$600.00	$ 1,200.00
48	5020-108-A-0	Gate Valve, 6"	2	EA			$800.00	$ 1,600.00
49	5020-108-A-0	Gate Valve, 8"	7	EA			$1,200.00	$ 8,400.00
50	6010-108-A-0	Sanitary Manhole, Type SW-301, 48" Dia	2	EA			$4,000.00	$ 8,000.00
51	6010-108-A-0	Storm Manhole, Type SW-301, 48" Dia	7	EA			$3,500.00	$ 24,500.00
52	6010-108-A-0	Storm Manhole, Type SW-301, 48" Dia with SW-604 Type 3B Grate	2	EA			$4,000.00	$ 8,000.00
53	6010-108-B-0	Storm Intake, Type SW-501	1	EA			$2,500.00	$ 2,500.00
54	6010-108-B-0	Storm Intake, Type SW-509	6	EA			$4,000.00	$ 24,000.00
55	6010-108-B-0	Storm Intake, Type SW-512, 24"	10	EA			$2,500.00	$ 25,000.00
56	6010-108-B-0	Storm Intake, Type SW-513, 48"x48"	1	EA			$5,000.00	$ 5,000.00
57	6010-108-B-0	Storm Intake, Type SW-541 with SW-542 Extension	4	EA			$6,000.00	$ 24,000.00
58	6010-108-B-0	Storm Intake, Type SW-545 (12')	1	EA			$6,000.00	$ 6,000.00
59	6010-108-B-0	Storm Intake, Type SW-545 (14')	4	EA			$7,000.00	$ 28,000.00
60	6010-108-E-0	Manhole Adjustment, Minor	1	EA			$250.00	$ 250.00
61	6010-108-G-0	Connect to Existing Manhole	1	EA			$500.00	$ 500.00
62	6010-108-H-0	Remove Existing Sanitary Manhole	2	EA			$500.00	$ 1,000.00
63	6010-108-H-0	Remove Existing Storm Manhole or Intake	5	EA			$500.00	$ 2,500.00
64	7010-108-E-0	PCC Curb and Gutter, 24" Wide	3,436	LF			$25.00	$ 85,900.00
65	7020-108-A-0	HMA Base, 3/4" Mixture, 300K ESAL	850	TONS			$65.00	$ 55,250.00
66	7020-108-A-0	HMA Surface, 1/2" Mixture, 300K ESAL	950	TONS			$75.00	$ 71,250.00
67	7020-108-L-0	HMA Binder, PG 64-22	110	TONS			$400.00	$ 44,000.00
68	7030-108-A-0	Removal of Sidewalk	743	SY			$10.00	$ 7,430.00
69	7030-108-A-0	Removal of PCC Driveway	177	SY			$10.00	$ 1,770.00
70	7030-108-E-0	Sidewalk, PCC, 5"	420	SY			$40.00	$ 16,800.00
71	7030-108-E-0	Sidewalk, PCC, 6"	1172	SY			$45.00	$ 52,740.00
72	7030-108-G-0	Detectable Warnings	465	SY			$35.00	$ 16,275.00
73	7030-108-H-1	PCC Driveway, 6"	245	SY			$40.00	$ 9,800.00
74	7040-108-G-0	Pavement Scarification	500	SY			$5.00	$ 2,500.00
75	7040-108-I-0	Removal of PCC Curb and Gutter	35	LF			$15.00	$ 525.00
76	7060-108-A-1	Bituminous Seal Coat	623	SY			$15.00	$ 9,345.00
77	9010-108-A-0	Seeding, Fertilizing and Mulching, Permanent, Type, 1	1.0	AC			$5,000.00	$ 5,000.00
78	9040-108-A-2	SWPPP Management	1	LS			$10,000.00	$ 10,000.00
79	9040-108-Q-1	Silt Fence	500	LF			$3.50	$ 1,750.00
80	9040-108-Q-3	Removal of Silt Fence	500	LF			$1.00	$ 500.00
81	9040-108-S-1	Inlet Protection Device	27	EA			$750.00	$ 20,250.00
82	9040-108-S-2	Inlet Protection Device Maintenance	27	EA			$200.00	$ 5,400.00

TOTAL BASE BID _____ $ 1,045,670.00

RESOLUTION #03072016-04

RESOLUTION TO APPROVE PROFESSIONAL SERVICES AGREEMENT WITH MMS CONSULTANTS FOR THE CASEY'S SEWER PROJECT

Whereas, the City of Riverside City Council agrees to enter into a Profession Services Agreement with MMS Consultants for the engineering of the Casey's Sewer Replacement Project in the amount of $4,275.

Therefore, be it resolved the City of Riverside City Council does hereby approve to enter into this agreement for this project.

It was moved by Councilperson _____, seconded by Councilperson _____, to approve the foregoing resolution.

Roll Call: Redlinger, Schneider, Sexton, Weber, Schnoebelen

Ayes:

Nays:

Absents:

Signed: _____

Allen Schneider, Mayor

Attest: _____

Lory Young, City Clerk

MMS CONSULTANTS, INC.
Professional Services Agreement

This is an Agreement made as of March ____, 2016, between MMS Consultants, Inc. (MMS) and the City of Riverside, Iowa (CLIENT - legally responsible party). CLIENT hereby engages MMS Consultants, Inc. to perform services as outlined and according to the terms and conditions expressed herein.

Services: Casey's Sanitary Sewer on River Street – Riverside, Iowa

MMS and CLIENT agree:

1. **Scope of Services.** MMS shall perform the services as stated in Exhibit 1, which shall hereinafter be referred to as the "Project." In the event the scope of services changes during the term of this Agreement, the parties shall execute a written change order that shall specify the nature of the change in the scope of services and any associated change in the payment required. The cost outlined in Compensation and Payment includes the necessary research, field survey and office work to complete the project.

2. **Compensation and Payment.** Client shall compensate MMS for MMS's services as stated in Exhibit 2.

3. **Terms and Conditions.** MMS shall provide professional services in accordance with the terms and conditions stated in Exhibit 3. The terms and conditions contained within this Agreement shall apply to all change orders related to this project.

4. The following exhibits are attached to and made part of this Agreement:

   Exhibit 1 – Scope of Services
   Exhibit 2 – Compensation
   Exhibit 3 – Standard Terms & Conditions

IN WITNESS WHEREOF, the parties below have executed this Agreement as of the day and year first above written.

MMS Consultants, Inc.

By: _____

Address for giving notices:
1917 South Gilbert Street
Iowa City, Iowa 52240

By: _____

Address for giving notices:
City of Riverside, Iowa
P.O. Box 188
60 North Greene Street
Riverside, Iowa 52327

If CLIENT is a public body, attach evidence of authority to sign and resolution or other document authorizing execution of AGREEMENT.

MMS CONSULTANTS, INC.
Professional Services Agreement
Exhibit 1 – Scope of Services

Services: Casey's Sanitary Sewer on River Street – Riverside, Iowa

SCOPE OF WORK:

Prepare construction plans and specifications for Casey's Sanitary Sewer on River Street being approximately 300 ft in length.

The work includes the following:

1. Preliminary topographical survey
2. Prepare construction plans
3. Obtain informal bids
4. Prepare IDNR sanitary sewer permit
5. Provide construction staking
6. Provide construction inspection
7. Construction administration

MMS CONSULTANTS, INC.

Professional Services Agreement

Exhibit 2 – Compensation and Payment

Services: Casey's Sanitary Sewer on River Street – Riverside, Iowa

1.0 Client shall pay MMS as follows:

A. Lump sum in the amount of $4,275 for the scope outlined in Exhibit 1.

All additions and changes to scope of services shall be agreed upon by use of a Change Order signed by both MMS and Client. All conditions for payment of Change orders will be the same as the conditions for payment within the original Agreement.

B. Invoices will be prepared monthly in accordance with MMS standard invoicing practices and submitted to Client. Invoices are due upon receipt. If Client fails to make any payment due to MMS for services and expenses within 60 days after date of MMS invoice, the amounts due MMS will be increased at the rate of 1.5% per month from the 60th day after invoice date. In addition, MMS may, without liability and not in lieu of any other rights MMS may have at law or in equity, after giving seven days written notice to Client, suspend services under this Agreement until MMS has been paid in full all amounts due for services, expenses, and other related charges. In addition, in any action to collect unpaid amounts due pursuant to this Agreement, Client shall pay all cost of collection including but not limited to court costs and MMS's attorney's fees. Payments will be credited first to interest and then to principal.

C. In the event of a disputed or contested invoice, only that portion so contested may be withheld from payment, and the undisputed portion shall be paid.

D. Upon complete execution of this Agreement, MMS shall have the right to commence the performance of its services immediately and shall continue its performance of said services thereafter until said services are complete. Client shall not have the right to terminate this Agreement or to cancel MMS's services unless the entire project of which MMS's services are a component part has been ceased or cancelled. In said event, Client shall give MMS written notice of the termination of the project and MMS shall be entitled to payment for any services performed or expenses incurred prior to receipt of said written notice.

MMS CONSULTANTS, INC.

Professional Services Agreement
Exhibit 3 – Terms and Conditions

Services: Casey's Sanitary Sewer on River Street – Riverside, Iowa

A. Standard of Care will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. MMS makes no warranties, express or implied, under this Agreement or otherwise, in connection with services required to be performed by this Agreement. MMS and its consultants may use or rely upon the design services of others, including, but not limited to, contractors, manufacturers and suppliers.

B. MMS shall not at any time supervise, direct or have control over any contractor's work, nor shall MMS have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, for safety precautions and programs incident to a contractor's work progress, nor for any failure of any contractor to comply with laws and regulations applicable to contractor's work.

C. MMS neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the contract between Client and such contractor.

D. MMS Shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any contractor's agents or employees or any other persons (except MMS's own employees) at the Project site or otherwise furnishing or performing any construction work in connection with the Project; or for any decision made based on interpretations or clarifications of the construction contract given by Owner without consultation with and advice of MMS.

E. All design documents prepared or furnished by MMS are instruments of service and MMS retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed.

F. To the fullest extent permitted by law, Client and MMS (1) waive against each other, and the other's employees, officers, directors, agents, insurers, partners and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project, and (2) agree that MMS's total liability to Client under this Agreement shall be limited to the total amount of the compensation received by MMS pursuant to this Agreement.

G. The information and services provided by MMS pursuant to this Agreement are intended for use only by Client. No third party shall have any right arising from this Agreement or the documents produced pursuant to this Agreement. As additional consideration for the performance the services called for hereunder, Client agrees to hold harmless and indemnify MMS and its employees, officer, directors, and agents for all costs, expenses, legal fees, awards, settlements, and judgments in any legal proceeding brought by any third party who claims that he or she relied on representations made in such documents and was damaged thereby. Client's request that MMS release copies of documents produced pursuant to the terms of this Agreement shall be at Client's risk with respect to the contents of this paragraph.

H. If Client claims that MMS has made an error in any of the services provided hereunder, Client will inform MMS of the alleged error and allow MMS to inspect the property before Client takes any action to correct the alleged error or which would otherwise make it difficult or impossible for MMS to evaluate the existence of the alleged error. If Client repairs or otherwise provides a remedy for such alleged error or further disturbs the property such that it becomes impossible for MMS to confirm the existence or otherwise evaluate the alleged error, Client waives any and all actions against MMS for such alleged error.

I. Client shall indemnify and reimburse MMS for any and all costs and expenses associated with any civil action arising under this Agreement, including but not limited to attorney's fees, costs, and expenses, unless Client unilaterally prevails in a court of competent jurisdiction.

J. Upon complete execution of the Agreement, MMS shall have the right to commence the performance of its services immediately and shall continue its performance of said services thereafter until said services are complete. Client shall not have the right to terminate this Agreement or to cancel MMS's services unless the entire project of which MMS's services are a component part has been ceased or cancelled. In said event, Client shall give MMS written notice of the termination of the project and MMS shall be entitled to payment for any services performed or expenses incurred prior to receipt of said written notice.

RESOLUTION #03072016-05

RESOLUTION TO APPROVE CONTRACT WITH WASHINGTON COUNTY PUBLIC SAFETY COMMUNICATIONS COMMISSION FOR FISCAL YEAR 2016-2017

Whereas, the City of Riverside agrees to enter into a contract with Washington County Public Safety Communications Commission to provide services to the City of Riverside at the cost of $40,986 for the fiscal year beginning on July1st, 2016 and ending on June 30th, 2017.

Therefore, be it resolved the City of Riverside City Council does hereby approve to enter into this agreement with the Washington County Public Safety Communications Commission.

It was moved by Councilperson _____, seconded by Councilperson _____, to approve the foregoing resolution.

Roll Call: Redlinger, Schneider, Sexton, Weber, Schnoebelen

Ayes:

Nays:

Absents:

Signed: _____

Allen Schneider, Mayor

Attest: _____

Lory Young, City Clerk

AGREEMENT FOR PAYMENT OF COMMUNICATIONS SERVICES
FY '16-17

1. The parties to this agreement are the Washington County Communications Commission, and the City of ___Riverside____, Iowa.

2. Since 1976, the city of Washington, Iowa and Washington County have had an agreement to provide funding for a joint communications center. The original agreement created a joint board and also allowed one seat on the board for a representative of the seven other incorporated cities in Washington County. The current 28E agreement between the city of Washington and Washington County was signed in 1989, and was amended in 2005. The amendments allowed for an additional representative for the seven cities, and established a formula for computing the share each city and the county would pay toward the operations of the communications center. These amendments were reviewed and supported by the mayors of the cities.

The operating expenses of the Washington County Communications Center are provided by Washington County and by the eight incorporated cities of Washington County, including the city of Washington.

3. Based on the representation and the formula (see attached), each city is sent a letter advising the council of the amount of that city's assessment for each fiscal year, based on the formula adopted by the Commission. The formula is derived by calculating a percentage of assessed values from the Auditor's valuation report, calls for service from the Public Safety Center, and population. Payment of the communications assessment is then made quarterly, and payable to the Washington County Auditor.

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4. The services, personnel, and equipment provided by the Washington County Communications Commission under this agreement includes but is not limited to:

- dispatchers and dispatch supervisors
- 24 hour staffing of the Communications Center
- training for all dispatchers, including yearly continuing education
- each dispatcher will be trained as an Emergency Medical Dispatcher, which allows them to provide emergency medical assistance to callers
- answering emergency calls that come into the communications center, either as a 911 call or from the non-emergency phone lines, cell phones, or radio.
- paging or calling out emergency respondes, including the First Responders or QRS, fire, ambulance, law enforcement, tow trucks, emergency management, other mutual aid and law enforcement agencies, medical examiners, and public health personnel
- entering and receiving information from state and national computer databases, including but not limited to NCIC, state Department of Transportation, Iowa Division of Criminal Investigation
- entry of arrest warrants and no contact orders, and entries when they are served or canceled.

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- routine communications using radios and phones to law enforcement, fire, rescue, ambulance
- operation of emergency sirens and communicating severe weather warnings
- testing of emergency pagers for all first responders and fire department personnel
- operation and monitoring of recording equipment, and preserving and copying portions of recordings
- data entry, including but not limited to calls for service and the radio log
- monitoring and calls for repair for all of the E911 communications equipment

The Communications Commission purchased the building which houses the E911 equipment, because E911 money cannot be used to purchase structures. The Communications Commission also has purchased furniture and desks for the Communications Center. All emergency communications equipment is owned by the E911 Commission. E911 dollars do not fund the operations and services of the Washington County Communications Commission.

5. See appendix "A" for the funding formula that is in the 28E agreement. Also see appendix "B" which is the current assessment using the cost share formula detailed in appendix "A".

6. Pursuant to the representation on the Communication Commission and pursuant to the formula adopted in the 28E agreement, the city of ___Riverside____ agrees to pay the amount assessed in quarterly/monthly installments, beginning July 1 of each year. Notice of the assessment shall be sent by the Washington County Auditor as fiscal agent for the Washington County Communications Commission to the city clerk of each city. Payment shall be made within 30 (thirty) days of the receipt of the assessment notice, and shall be made payable to the "Washington County Communications Commission" and sent to the Washington County Auditor's office. The Auditor, as fiscal agent, shall credit the monies to the proper account.

7. The Washington County Communications Commission is a separate legal entity that is separate from either the city of Washington or Washington County. The above-described services, personnel, and equipment are provided solely by the Washington County Communications Commission.

8. The city of __Riverside_ and the city of Washington and Washington County hereby claim and do not waive all immunities from suit, including as provided in Chapter 670, Iowa Code (2007) and as amended, and in accordance with any applicable case law. Unless immune from suit, Washington County and the City of Washington, Iowa shall maintain appropriate insurance coverage or agrees to pay any and all damages assessed as a result of claims, settlements, judgments or lawsuits arising from the services, personnel or equipment under this agreement.

9. The city of _Riverside_ or the Washington County Communications Commission may terminate this agreement upon notice to the other party. Notice must be received by the Auditor's office on or before March 2, in order for the communications budget to be finalized. If the notice is received after March 2, the city of _Riverside_ must still pay the assessment for the upcoming fiscal year, and termination of the agreement will occur at the end of that fiscal year.

The city of __Riverside__ specifically understands and agrees that the personnel, equipment and services described above are not provided as part of any other agreement or contract with either the city of Washington or Washington County, such as the county law enforcement contract. The city of __Riverside_ also specifically agrees and understands that the payment of the E911 surcharge monies is not payment for the above-described services. In the event that the city of __Riverside_ does not sign this agreement or terminates this agreement, emergency 911 calls will be answered by the communications center. Those calls will either be routed directly to the agency which will respond, or those services will be paged to respond. All other calls will be forwarded to a dispatcher or official designated by the city. No other services will be provided unless this agreement is signed and timely payment is made.

10. This agreement is effective when approved by the city council and signed by the designated official, and when signed by the chair of the Washington County Communications Commission. This agreement applies to FY '16-17 Communications budget. The amount due for __Riverside__ would be __$40,986___.

_____

Mayor, City of __Riverside_____

_____

Date of Approval by City Council

_____

Chair, Communications Commission

_____February 22nd, 2016_____

Date of Approval by Commission

Appendix A

Funding Formula for Communications Commission

For each entity; Rural (including Coppock) and the cities of Ainsworth, Brighton, Crawfordsville, Kalona, Riverside, Washington, Wellman, and West Chester the share is determined as follows:

$$\text{Budget X } \frac{(\text{\% of Assessed Value} + \text{\% of Calls} + \text{\% of Population})}{3}$$

Definitions of terms used in the Formula:

Budget is the total Communications Commission projected expense.

Assessed Value is derived from the most recent Auditor's Valuation Report.

Calls are data from the most recent calendar year Public Safety report of "Calls for Service".

Population is based on the current decennial Federal Census.

3/4/2016

4005 COMMUNICATIONS COMMISSION

Account Number		FY2013-14 Actuals	FY2014-15 Actuals	FY2015-16 Budgeted	FY2015-16 Actuals	FY2015-16 Re-Estimated	FY2016-17 Requested
4005-1-00-0500-820000	UNCLAIMED VOID CHECKS/ PRIOR	0	108	0	0	[0]	[0]
Total	OPERATING ACCOUNTS	0	108	0	0	0	0
4005-1-75-0500-511010	SECURITY FEES-ALARM RECEIVER	7,560	5,880	5,000	360	[5.000]	[5,000]
4005-1-75-0500-559000	OTHER MISCELLANEOUS FEES	0	0	0	0	[0]	[0]
4005-1-75-0500-842100	PAYROLL REFUNDS	0	0	0	0	[0]	[0]
4005-1-75-0500-848000	OTHER REFUNDS & REIMBURSEME	1,314	586	0	522	[0]	[0]
4005-2-75-0500-250507	COMMUNICATIONS REIMB-OTHER	176,193	179,212	180,220	90,110	[180,220]	[185,097]
4005-2-75-0500-250508	COMMUNICATIONS REIMB-WASH C	257,919	275,063	306,088	153,044	[306,088]	[301,221]
4005-2-75-0500-250509	COMMUNICATIONS REIMB-WASH C	240,185	243,322	231,701	115,851	[231,701]	[248,191]
4005-2-75-0500-251900	OTHER CONTR FR OTHER GOVTS/I	20,000	20,000	25,000	0	[25,000]	[25,000]
4005-2-75-0500-810200	GRANTS FROM RIVERBOAT FOUND	0	2,000	0	0	[0]	[0]
4005-3-75-0500-230100	FEMA DISASTER RELIEF	0	0	0	0	[0]	[0]
Total	COMMUNICATIONS CENTER	703,171	726,063	748,009	359,887	748,009	764,509
Total	COMMUNICATIONS COMMISSION	703,171	726,171	748,009	359,887	748,009	764,509

-48-

Council Packet

Dept Expenditure Projections

WASHINGTON COUNTY

4005 COMMUNICATIONS COMMISSION

Account Number		FY2013-14 Actuals	FY2014-15 Actuals	FY2015-16 Budgeted	FY2015-16 Actuals	FY2015-16 Re-Estimated	FY2016-17 Requested
4005-75-0500-000-10000	SALARIES	389,580	437,956	429,725	224,407	[429,725]	[435,743]
4005-75-0500-000-10100	OTHER SALARIES	48,673	51,242	50,000	27,402	[50,000]	[50,000]
4005-75-0500-000-11000	FICA	32,957	36,743	36,699	18,846	[36,699]	[37,160]
4005-75-0500-000-11100	IPERS	39,118	43,679	42,839	22,487	[42,839]	[43,377]
4005-75-0500-000-11300	EMPLOYEE GROUP INSURANCE	74,909	76,752	84,924	39,387	[84,924]	[90,182]
4005-75-0500-000-26000	STATIONERY, FORMS & GEN SUPF	3,050	2,558	2,500	1,183	[2,500]	[2,500]
4005-75-0500-000-29400	WEARING APPAREL & UNIFORMS	1,427	1,423	2,000	1,314	[2,000]	[2,000]
4005-75-0500-000-41200	POSTAGE & MAILING	211	205	400	0	[400]	[400]
4005-75-0500-000-41300	EMPLOYEE MILEAGE & SUBSISTE	9,011	10,426	10,000	4,034	[10,000]	[10,000]
4005-75-0500-000-41400	TELEPHONE & FAX SERVICES	13,485	13,335	11,500	5,699	[11,500]	[11,500]
4005-75-0500-000-42200	EDUCATIONAL & TRAINING SERVI	1,670	2,612	2,000	413	[2,000]	[2,000]
4005-75-0500-000-42800	MEDICAL & HEALTH SERVICES	200	335	500	30	[500]	[500]
4005-75-0500-000-42900	OTHER PROFESSIONAL SERVICES	26,076	26,198	25,000	9,350	[25,000]	[29,200]
4005-75-0500-000-43000	UTILITY SERVICES	9,937	12,939	14,000	7,151	[14,000]	[14,000]
4005-75-0500-000-44400	OFFICE & COMPUTER EQUIP MAI	16,697	14,625	17,000	6,793	[17,000]	[17,000]
4005-75-0500-000-44600	RADIO & RELATED EQUIPMENT M	10,869	10,866	10,000	1,369	[10,000]	[10,000]
4005-75-0500-000-46000	TORT LIABILITY INSURANCE	4,191	4,301	4,297	0	[4,297]	[4,297]
4005-75-0500-000-46400	WORKMENS COMPENSATION INS	1,578	1,624	1,624	1,647	[1,624]	[1,650]
4005-75-0500-000-48000	DUES & MEMBERSHIPS	580	550	1,000	550	[1,000]	[1,000]
4005-75-0500-000-63600	OFFICE EQUIPMENT & FURNITURI	369	0	500	0	[500]	[500]
4005-75-0500-000-63800	OTHER MACHINERY & EQUIPMEN	495	259	500	0	[500]	[500]
4005-75-0500-000-63810	OTHER MACH & EQUIP-ALARM RE	3,935	0	1,000	0	[1,000]	[1,000]
Total	NON-PROJECT ACCOUNTS	689,018	748,628	748,008	372,062	748,008	764,509
Total	COMMUNICATIONS CENTER	689,018	748,628	748,008	372,062	748,008	764,509

WASHINGTON COUNTY
EMPLOYEE PAY RATE RECOMMENDATIONS
FOR FY2016-17

DEPARTMENT	PAY RATES		
	FY2015-16	FY2016-17	
EMPLOYEE NAME	12/30/2015	*ENTER DEPARTMENT HEAD OR OTHER BOARD RECOMMENDATIONS*	* APPROVED FOR FY2016-17
COMMUNICATIONS CENTER			
BROWER, KATHY L	19.34		—
HAIFLEY, ANNE M	16.25		17.54
HUISENGA, JONI R	21.90		22.26
HUSCHKA, MELANIE D	21.90		22.26
KLEESE, ISSAK J	18.21		19.70
LOVETINSKY, SANDRA R	21.90		22.26
MANLEY, CASSIE R	15.42		16.25
MAYER, JAMIE L	21.90		22.26
ROURKE, MANDY J	21.90		22.26
SORRELLS, CARA L	24.90		25.26
TODD, TERESA J	23.40		23.76
New hire			15.05
EMPLOYEE NAME/ LONGEVITY/ ANNV DATE			
HUSCHKA, MELANIE D/ 12+ YRS/ 11-~~06~~-15 8-28-16	1,000.00		1,000
LOVETINSKY, SANDRA R/ 20+ YRS/ 01-02-~~16~~ 17	2,000.00		2,000
ROURKE, MANDY J/ 12+ YRS/ 07-08-~~16~~ 16	1,000.00		1,000
SORRELLS, CARA L/ 20+ YRS/ 06-06-~~16~~ 17	2,000.00		2,000
TODD, TERESA J/ 20+ YRS/ 11-22-~~16~~ 16	2,000.00		2,000
Huisenga, Joni / 0 yrs / 08-26-16			500

* Annual salaries will be converted by the Auditor's Office staff.

Communications Five Year Average FY '16-17

Cities/Rural	FY 16-17	FY 15-16	FY 14-15	FY 13-14	FY 12-13	Average
Washington	47.31%	45.17%	52.77%	53.21%	51.61%	50.01%
Rural	29.01%	29.83%	20.47%	20.78%	22.34%	24.50%
Ainsworth	1.56%	1.85%	1.70%	1.60%	1.69%	1.68%
Brighton	3.16%	2.89%	3.16%	3.64%	2.80%	3.13%
Crawfordsville	0.47%	0.58%	0.76%	0.52%	0.45%	0.56%
Kalona	8.55%	7.59%	8.90%	8.20%	9.78%	8.60%
Riverside	4.05%	4.45%	5.73%	6.36%	5.72%	5.26%
Wellman	4.94%	6.76%	6.00%	4.91%	5.21%	5.56%
West Chester	0.95%	0.88%	0.51%	0.78%	0.40%	0.70%
Total	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%

Washington County

1/22/2016

Cost Share Formula from the Iowa League							
Cities/Rural	2015 Assessed Value (Auditor's Valuation Report)	% Assessed Value	% Calls	% Population (2010 Census)	Cost Share	Communications Commission FY2016-17 Budget	
Washington	365,804,368	17.87%	50.01%	33.48%	33.79%	↑16,490	248,191
Rural (includes Coppock & Keota)	1,258,593,605	61.49%	24.50%	37.06%	41.01%	↓4,867	301,221
Ainsworth	16,318,864	0.80%	1.68%	2.61%	1.70%	↓150	12,487
Brighton	16,881,272	0.82%	3.13%	3.00%	2.32%	↑896	17,041
Crawfordsville	9,651,338	0.47%	0.56%	1.22%	0.75%	↑52	5,509
Kalona	167,672,434	8.19%	8.60%	10.89%	9.23%	↑3533	67,795
Riverside	141,357,181	6.91%	5.26%	4.58%	5.58%	↑3219	40,986
Wellman	66,465,209	3.25%	5.56%	6.49%	5.10%	↓2246	37,460
West Chester	4,106,546	0.20%	0.70%	0.67%	0.52%	↓417	3,819
Total Other Cities	422,452,844	20.64%	25.49%	29.46%	25.20%	↑4877	185,097
Total	2,046,850,817	100.00%	100.00%	100.00%	100.00%		734,509
					Enter total budget to be prorated:		734,509

Washington County

1/23/2015

Cost Share Formula from the Iowa League

Cities/Rural	2014 Assessed Value (Auditor's Valuation Report)	% Assessed Value	% Calls	% Population (2010 Census)	Cost Share	Communications Commission FY2015-16 Budget	
Washington	351,447,578	18.15%	45.17%	33.48%	32.27%	↓11,621	231,701
Rural (includes Coppock & Keota)	1,181,466,434	61.00%	29.83%	37.06%	42.63%	↑31,025	306,088
Ainsworth	16,007,175	0.83%	1.85%	2.61%	1.76%	↑708	12,637
Brighton	16,612,401	0.86%	2.89%	3.00%	2.25%	↓169	16,155
Crawfordsville	9,481,290	0.49%	0.58%	1.22%	0.76%	↓263	5,457
Kalona	162,294,621	8.38%	7.59%	10.89%	8.95%	↓1242	64,262
Riverside	130,444,012	6.74%	4.45%	4.58%	5.26%	↓1926	37,767
Wellman	64,705,745	3.34%	6.76%	6.49%	5.53%	↑2873	39,706
West Chester	4,081,245	0.21%	0.88%	0.67%	0.59%	↓1027	4,236
Total Other Cities	403,626,489	20.85%	25.00%	29.46%	25.10%	↑1008	180,220
Total	1,936,540,501	100.00%	100.00%	100.00%	100.00%		718,008
					Enter total budget to be prorated:		718,008

Washington County

1/23/2015

Cost Share Formula from the Iowa League

Cities/Rural	2013 Assessed Value (Auditor's Valuation Report)	% Assessed Value	% Calls	% Population (2010 Census)	Cost Share	Communications Commission FY2014-15 Budget
Washington	353,641,631	18.39%	52.77%	33.48%	34.88%	243,322
Rural (includes Coppock & Keota)	1,167,732,694	60.73%	20.47%	37.06%	39.43%	275,063
Ainsworth	15,939,583	0.83%	1.70%	2.61%	1.71%	11,929
Brighton	16,382,060	0.85%	3.16%	3.00%	2.34%	16,324
Crawfordsville	9,446,311	0.49%	0.76%	1.22%	0.82%	5,720
Kalona	161,343,123	8.39%	8.90%	10.89%	9.39%	65,504
Riverside	130,212,176	6.77%	5.73%	4.58%	5.69%	39,693
Wellman	64,203,978	3.34%	6.00%	6.49%	5.28%	36,833
West Chester	4,124,119	0.21%	0.51%	0.67%	0.46%	3,209
Total Other Cities	401,651,350	20.88%	26.76%	29.46%	25.69%	179,212
Total	1,923,025,675	100.00%	100.00%	100.00%	100.00%	697,597
					Enter total budget to be prorated:	697,597

Washington County

1/18/2013

Cost Share Formula from the Iowa League

Cities/Rural	2012 Assessed Value (Auditor's Valuation Report)	% Assessed Value	% Calls	% Population (2010 Census)	Cost Share	Communications Commission FY2013-14 Budget	
Washington	350,515,595	20.18%	53.21%	33.48%	35.62%	240,185	13,195
Rural (includes Coppock & Keota)	988,567,162	56.90%	20.78%	37.06%	38.25%	257,919	6,633
Ainsworth	16,029,690	0.92%	1.60%	2.61%	1.71%	11,530	190
Brighton	16,251,961	0.94%	3.64%	3.00%	2.53%	17,060	280
Crawfordsville	8,952,665	0.52%	0.52%	1.22%	0.75%	5,057	327
Kalona	159,021,216	9.15%	8.20%	10.89%	9.41%	63,451	1,088
Riverside	129,688,316	7.47%	6.36%	4.58%	6.14%	41,402	2,977
Wellman	64,076,981	3.69%	4.91%	6.49%	5.03%	33,917	611
West Chester	3,958,550	0.23%	0.78%	0.67%	0.56%	3,776	990
Total Other Cities	397,979,379	22.92%	26.01%	29.46%	26.13%	176,193	6,457
Total	1,737,062,136	100.00%	100.00%	100.00%	100.00%	674,297	26,318
					Enter total budget to be prorated:	674,297	

Washington County

1/14/2013

Cost Share Formula from the Iowa League						
Cities/Rural	2011 Assessed Value (Auditor's Valuation Report)	% Assessed Value	% Calls	% Population (2010 Census)	Cost Share	Communications Commission FY2012-13 Budget
Washington	344,212,983	20.01%	51.61%	33.48%	35.03%	226,987
Rural (includes Coppock & Keota)	980,056,848	56.96%	22.34%	37.06%	38.78%	251,286
Ainsworth	16,164,968	0.94%	1.69%	2.61%	1.75%	11,340
Brighton	16,171,596	0.94%	2.80%	3.00%	2.25%	14,580
Crawfordsville	8,964,187	0.52%	0.45%	1.22%	0.73%	4,730
Kalona	158,224,220	9.20%	9.78%	10.89%	9.96%	64,539
Riverside	128,940,533	7.49%	5.72%	4.58%	5.93%	38,425
Wellman	63,830,177	3.71%	5.21%	6.49%	5.14%	33,306
West Chester	3,957,816	0.23%	0.40%	0.67%	0.43%	2,786
Total Other Cities	396,253,497	23.03%	26.05%	29.46%	26.19%	169,706
Total	1,720,523,328	100.00%	100.00%	100.00%	100.00%	647,979
					Enter total budget to be prorated:	647,979

* current

Washington County Communications Salary Step Plan

2016		Base Salaries	1 Yr.	2 Yr.	3 Yr.	4 Yr.	5 Yr.	6 Yr.	7 Yr.	8 Yr.	9 Yr.	10 Yr.
Communication	Communication	$ 11.85	$ 12.40	$ 12.95	$ 13.50	$ 14.05	$ 14.60	$ 15.15	$ 15.70	$ 16.25	$ 16.80	$ 17.35
Full-Time	**Full-Time**											
	2007-2008	$12.26	$12.81	$13.36	$13.91	$14.46	$15.01	$15.56	$16.11	$16.66	$17.21	$17.76
	2008-2009	$12.69	$13.28	$13.87	$14.46	$15.05	$15.64	$16.23	$16.82	$17.41	$18.00	$18.59
	2009-2010	$13.14	$13.77	$14.40	$15.03	$15.66	$16.29	$16.92	$17.55	$18.18	$18.81	$19.44
	2010-2011	$13.61	$14.24	$14.87	$15.50	$16.13	$16.76	$17.39	$18.02	$18.65	$19.28	$19.91
	2011-2012	$13.61	$14.24	$14.87	$15.50	$16.13	$16.76	$17.39	$18.02	$18.65	$19.28	$19.91
	2012-2013	$13.61	$14.24	$14.87	$15.50	$16.13	$16.76	$17.39	$18.02	$18.65	$19.28	$19.91
F/T & P/T	**2013-2014**	**$14.00**	**$14.73**	**$15.56**	**$16.49**	**$17.52**	**$18.65**	**$19.88**	**$21.21**			
F/T & P/T	**2014-2015**	**$14.34**	**$15.07**	**$15.90**	**$16.83**	**$17.86**	**$18.99**	**$20.22**	**$21.55**			
F/T & P/T	**2015-2016**	**$14.69**	**$15.42**	**$16.25**	**$17.18**	**$18.21**	**$19.34**	**$20.57**	**$21.90**			
F/T & P/T	**2016-2017**	**$15.05**	**$15.78**	**$16.61**	**$17.54**	**$18.57**	**$19.70**	**$20.93**	**$22.26**			
Communication	Communication	$ 11.85	$ 12.20	$ 12.55	$ 12.90	$ 13.25	$ 13.60	$ 13.95	$ 14.30	$ 14.65	$ 15.00	$ 15.35
Part-Time	**Part-Time**											
	2007-2008	$12.26	$12.61	$12.96	$13.31	$13.66	$14.01	$14.36	$14.71	$15.06	$15.41	$15.76
	2008-2009	$12.69	$13.06	$13.43	$13.80	$14.17	$14.54	$14.91	$15.28	$15.65	$16.02	$16.39
	2009-2010	$13.14	$13.53	$13.92	$14.31	$14.70	$15.09	$15.48	$15.87	$16.26	$16.65	$17.04
	2010-2011	$13.61	$14.00	$14.39	$14.78	$15.17	$15.56	$15.95	$16.34	$16.73	$17.12	$17.51
	2011-2012	$13.61	$14.00	$14.39	$14.78	$15.17	$15.56	$15.95	$16.34	$16.73	$17.12	$17.51
	2012-2013	$13.61	$14.00	$14.39	$14.78	$15.17	$15.56	$15.95	$16.34	$16.73	$17.12	$17.51

Salaries for Communication Center

2/5/2016

			Full Time:									
			This includes .55 per hour for step increases up to 10 years.									
				0.59								
Longevity bonus	est. FY '13-14			0.63								
			Part-Time:									
8+ years	$500		This includes .35 per hour for step increases up to 10 years.									
12+ years	$1,000			0.37								
16+ years	$1,500			0.39								
20+years	$2,000		**Communication Supervisors:**						6,000.00			
				$2.88 per hour above # of years of service on chart.						$24.08	FY '12-13	
				$3.00 per hour above # of years of service on chart						$24.90	FY '15-16	
				$3.00 per hour above # of years of service on chart						$25.26	FY '16-17	
			Assistant Communication Supervisors:						3,000.00			
				$1.44 per hour above # of years of service on chart.						$22.64	FY '12-13	
				$1.50 per hour above # of years of service on chart						$23.05	FY '14-15	
				$1.50 per hour above # of years of service on chart						$23.40	FY '15-16	
				$1.50 per hour above # of years of service on chart						$23.76	FY '16-17	

RESOLUTION #03072016-06

RESOLUTION TO APPROVE CONTRACT WITH WASHINGTON COUNTY TO PROVIDE LAW ENFORCEMENT FOR THE CITY FOR FISCAL YEAR 2016-2017

Whereas, the City of Riverside agrees to enter into a contract with Washington County to provide Law Enforcement Services to the City of Riverside at the cost of $52,171 for the fiscal year beginning on July 1st, 2016 and ending on June 30th, 2017.

Therefore, be it resolved the City of Riverside City Council does hereby approve to enter into this agreement with the Washington County for Law Enforcement.

It was moved by Councilperson _____, seconded by Councilperson _____, to approve the foregoing resolution.

Roll Call: Redlinger, Schneider, Sexton, Weber, Schnoebelen

Ayes:

Nays:

Absents:

Signed: _____

Allen Schneider, Mayor

Attest: _____

Lory Young, City Clerk

CONTRACT AND AGREEMENT
LAW ENFORCEMENT

This Contract and Agreement is entered into by and between Washington County, Iowa, hereafter called County, and the City of **Riverside**, Iowa, hereafter called City and by consent and agreement of the Washington County, Iowa, Sheriff, hereafter called Sheriff.

The purpose of this Contract and Agreement is to establish a joint exercise of governmental powers as provided by Chapter 28E, 1997 Code of Iowa, as amended, which the County will furnish law enforcement services for the City in order to ensure the City's compliance with Iowa law.

No separate legal or administrative entity shall exist by virtue of this Contract and Agreement. The Sheriff is hereby designated as the administrator responsible for administration and fulfillment of this joint Contract and Agreement for the County.

The duration of this Contract and Agreement is for a period of one year commencing at 12:01 a.m. on the first day of July 2016 and continuing until 12:01 a.m. on the first day of July 2017.

In consideration of the services July 1, 2016 through June 30, 2017 provided by the County, the City agrees to pay the county at the annual rate of **$52,171.00**, in equal quarterly installments of **$13,042.75,** by the 15th day of the month following the beginning of the quarter upon receipt of an invoice from the County Auditor.

The County agrees to perform the following as responsibilities of the County to the City:

1. Provide law enforcement services for the City in a conscientious and good faith effort to effectively enforce the laws of the City, County, State and Federal governments and to maintain peace and order within the City.

2. Provide for the administration, communications, education, training, employee resources and supervision of assigned enforcement officers by the Sheriff.

3. Provide personnel, equipment, insurance, maintenance of equipment, supplies, and operational expenses of assigned enforcement officers necessary to accomplish the terms of this Contract and Agreement.

It is understood and agreed by all parties to this Contract and Agreement that:

1. The Sheriff shall determine which officers shall perform duties in a given area and the time and manner in which duties will be performed. Residence locations of deputies assigned law enforcement responsibilities under this contract shall be at the sole discretion of the Sheriff.

2. No joint acquisition or ownership of property will be required under this Contract and Agreement. All property owned and purchased by the County, both real and personal, under the control of the Sheriff may be utilized at the discretion of the Sheriff in carrying out his official statutory duties and those duties contemplated in this agreement. All property owned or purchased by the County, both real and personal, under the control of the Sheriff for use as provided by this agreement shall remain the property of the County.

3. Prior to February 15, 2017, the County will notify the City of the amount of contract consideration assessment required for the following year's law enforcement contract. The following formula will be used for computing the contract assessment. For each entity utilizing Contract Law Services; Ainsworth, Brighton, Crawfordsville, Kalona, Riverside, Wellman, and West Chester, the share is determined as follows:

$$\frac{\text{Budget}}{2} \times \frac{(\text{\% of Assessed Value} + \text{\% of Calls} + \text{\% of Population})}{3}$$

Definitions of terms used in the Formula:
Budget is the total Contract Law projected expense.
Assessed Value is derived from the most recent Auditor's Valuation Report.
Calls are Sheriff Office calls only from the most recent 5 calendar years Public Safety report of "Calls for Service".

Population is based on the current decennial Federal Census.

4. This Contract and Agreement may be terminated by any of the parties by notice in writing at least sixty (60) days prior to the effective date of the termination.

5. Notice to any party shall be given by delivery or mailing same to the City Clerk, in the case of the City, to the County Auditor, in the case of the County and in the case of the Sheriff, to the Office of County Sheriff.

"Communications" for purposes of this agreement, and as referenced as County responsibilities to the City, means communications for the sheriff and deputy sheriffs only. Emergency communications, including 911 dispatch services, are not provided as part of this law enforcement contract.

I hereby consent and agree to the contents of this Law Enforcement Contract and Agreement.

2-23-16
(Date)

Jerry A. Dunbar
Washington County Sheriff

This Contract and Agreement approved this 23rd day of February, 2016 by the Board of Supervisors, Washington County, Iowa.

Attest:
2-23-16
(Date)

Daniel L. Widmer
County Auditor

Richard Young
Chair, Board of Supervisors

This Contract and Agreement approved this _____ day of _____, 2016 by the City Council, City of Riverside, Iowa.

Attest:

_____
(Date)

_____
Allen Schneider
Mayor of Riverside

_____
Lory Young
Riverside City Clerk

RESOLUTION #03072016-07

RESOLUTION APPROVING PAY REQUEST #2 FROM RATHJE CONSTRUCTION FOR CHERRY LANE SUBDIVISION PROJECT

Whereas, the City of Riverside City at the recommendation of the City Engineering Firm, MMS Consultants, Scott Pottorff and it is the opinion of the City Engineering Firm that the City Council accept this pay estimate from Rathje Construction for work performed and billed on Pay Request #2.

Therefore, be it resolved the City of Riverside City Council does hereby approves this pay request to Rathje Construction for the Cherry Lane Subdivision Project in the amount of $110,295.95 .

Moved by Councilperson _____, seconded by Councilperson _____ to adopt the foregoing resolution.

Roll Call: Weber, Schneider, Sexton, Schnoebelen, Redlinger

Ayes:

Nays:

Absents:

Signed: _____

Allen Schneider, Mayor

Attest: _____

Lory Young, City Clerk

CONSTRUCTION PROGRESS PAYMENT

Project Description: Cherry Lane Improvements
PN: 2245015
Contract Date: 16-Oct-15

Contractor:	Rathje Construction	Owner:	City of Riverside
		Attn:	
Address:	605 44th Street	Address:	60 N. Greene Street
City,St., Zip:	Marion, Iowa 52302	City, St., Zip:	Riverside, IA 52327
Phone:	319-377-3179	Phone:	319-648-3501
Fax:	319-377-3827	Fax:	

Estimate # 2

x	Partial Payment	FOR PERIOD:
	Final Payment	FROM: 2/8/16
		TO: 2/26/16

Owner PN
Federal PN
State PN

Base Contract Price	$394,338.90

Change #		
Change #		
Change #		
Change #		
Change #		
Change #		

Total Contract	$394,338.90

Materials on Hand	$ -
Construction Completed	$207,850.20
Total Earned	$207,850.20
Less Retainage	$10,392.51
Less Previous Payment	$87,161.74
Amount Due This Est	$110,295.95

Requested by: Matt Bockenstedt
Title: Project Manager
Date:

Approved by:
Title:
Date:

Recommended by: Scott Pottorff
Title: Project Engineer
Date:

Attested by:
Title:
Date:

MMS Consultants, Inc.
1917 South Gilbert Street, Iowa City, IA 52240

i:\lproj\forms\payreqst.xls

Cherry Lane Improvements

Pay Estimate No.: 2

Payable to: Rathje Construction
Date: March 3, 2016
Week Ending: February 26, 2016

Item No.	Item Description	Units	Contract Quantity	Unit Price	Contract Amount	Quantity This Estimate	Amount This Estimate	To Date Quantity	To Date Amount
1	Traffic Control	LS	1	$750.00	750.00	-	-	0.50	375.00
2	Mobilization	LS	1	$8,700.00	8,700.00	0.25	2,175.00	0.75	6,525.00
3	Excavation, Class 10, Onsite	CY	8,500	$4.25	36,125.00	-	-	8,000.00	34,000.00
4	Below Grade Excavation (Core Out)	CY	200	$40.00	8,000.00	-	-	-	-
5	Subgrade Preparation	SY	3,287	$0.90	2,958.30	-	-	-	-
6	Subbase, Modified, 6" Thick	SY	3,287	$4.45	14,627.15	-	-	-	-
7	Trench Foundation	TONS	200	$15.00	3,000.00	-	-	-	-
8	Replacement of Unsuitable Backfill Material, Granular Backfill	CY	600	$37.00	22,200.00	-	-	-	-
9	Trench Compaction Testing	LS	1	$250.00	250.00	0.50	125.00	1.00	250.00
10	Sanitary Sewer Gravity Main, Trenched, PVC (SDR 26), 8" Dia.	LF	728	$25.00	18,200.00	278.00	6,950.00	728.00	18,200.00
11	Sanitary Sewer Gravity Main, Trenchless, Directional Boring & Drilling, (Restrained Joint PVC) 8" Dia.	LF	60	$100.00	6,000.00	-	-	60.00	6,000.00
12	Sanitary Sewer Service Stub, Main to ROW, PVC (SDR 23.5), 4" Dia.	EA	18	$950.00	17,100.00	6.00	5,700.00	18.00	17,100.00
13	Storm Sewer, Trenched, RCP, 12" Dia.	LF	431	$33.50	14,438.50	-	-	-	-
14	Storm Sewer, Trenched, RCP or HDPE, 12" Dia.	LF	569	$24.00	13,656.00	69.00	1,656.00	569.00	13,656.00
15	Storm Sewer, Trenched, RCP, 15" Dia.	LF	34	$40.00	1,360.00	34.00	1,360.00	34.00	1,360.00
16	Storm Sewer, Trenched, RCP, 24" Dia.	LF	471	$59.00	27,789.00	471.00	27,789.00	471.00	27,789.00
17	Storm Sewer, Trenched, RCP or HDPE, 24" Dia.	LF	119	$39.00	4,641.00	79.00	3,081.00	119.00	4,641.00
18	Longitudinal Subdrain, Type 2, 4"	LF	939	$8.00	7,512.00	-	-	-	-
19	Subdrain Cleanout, Type A-1	EA	2	$80.00	160.00	-	-	-	-
20	Subdrain Outlet, Connection to Structure	EA	6	$45.00	270.00	-	-	-	-
21	Water Main, 6", PVC C900	LF	1,367	$17.00	23,239.00	1,010.00	17,170.00	1,010.00	17,170.00
22	Water Service, 1" Type K Copper, Lots Adjacent to Main	EA	8	$550.00	4,400.00	8.00	4,400.00	8.00	4,400.00
23	Water Service, 1" Type K Copper, Lots Across the Street from Main	EA	10	$1,225.00	12,250.00	10.00	12,250.00	10.00	12,250.00
24	Gate Valve, 6"	EA	7	$750.00	5,250.00	5.00	3,750.00	5.00	3,750.00
25	Fire Hydrant Assembly	EA	5	$3,400.00	17,000.00	5.00	17,000.00	5.00	17,000.00
26	Sanitary Manhole, Type SW-301, 48" Dia	EA	3	$2,700.00	8,100.00	1.00	2,700.00	3.00	8,100.00
27	Storm Intake, Type SW-509	EA	6	$3,000.00	18,000.00	2.00	6,000.00	2.00	6,000.00
28	Storm Intake, Type SW-512, 24"	EA	4	$850.00	3,400.00	1.00	850.00	3.00	2,550.00
29	Storm Intake, Type SW-513, 48"x48"	EA	1	$2,600.00	2,600.00	1.00	2,600.00	1.00	2,600.00
30	Connect to Existing Sanitary Sewer Manhole	EA	1	$500.00	500.00	-	-	1.00	500.00
31	PCC Pavement, 7"	SY	2,909	$27.55	80,142.95	-	-	-	-
32	Removal of PCC Curb and Gutter	LF	81	$10.00	810.00	-	-	-	-
33	Seeding, Fertilizing and Mulching, Stabilization	AC	6.2	$850.00	5,270.00	-	-	-	-
34	SWPPP Management	LS	1	$1,500.00	1,500.00	0.25	375.00	0.75	1,125.00
35	Silt Fence	LF	1,200	$1.70	2,040.00	100.00	170.00	1,476.00	2,509.20
36	Removal of Silt Fence	LF	1,200	$0.50	600.00	-	-	-	-
37	Inlet Protection Device	EA	12	$75.00	900.00	-	-	-	-
38	Inlet Protection Device Maintenance	EA	12	$50.00	600.00	-	-	-	-
					-	-	-	-	-
	TOTAL CONTRACT				394,338.90		116,101.00		207,850.20

Retainage 5% $ 10,392.51

Total Value of Completed Work Less Retainage $ 197,457.69

Previous Payments $ 87,161.74

Current Payment Due $ 110,295.95

Pay Estimate #1 $ 87,161.74
Pay Estimate #2 $ -
Pay Estimate #3 $ -

KALONIAL TREE SERVICE, WELLMAN, IA

DATE	INVOICE	HOURS	BILLED
MAY '15	129	5.75	$ 575.00
JUN '15	143	7.81	$ 781.25
JUL '15	159	10.00	$ 1,000.00
AUG '15	180	8.75	$ 875.00
SEPT '15	207	9.38	$ 937.50
OCT '15	219	8.13	$ 812.50
NOV '15	247	8.75	$ 875.00
DEC '15	255	7.85	$ 785.00
TOTAL		66.41	$ 6,641.25

" AVERAGE COST /MONTH = $830.16

"AVERAGE HOURS/MONTH = 8.3 (TWO MEN & EQUIPMENT)

PUBLIC MEETING NOTICE

WASHINGTON COUNTY MULTI-JURISDICTIONAL HAZARD MITIGATION PLAN

RIVERSIDE PLANNING MEETING

Date
March 21, 2016

Time
5:30 PM

Location
City Hall
60 North Greene Street
Riverside, Iowa 52327

For more information, please contact Alicia Presto at the East Central Iowa Council of Governments by email at alicia.presto@ecicog.org or by phone at 319-365-9941 ext. 121.

ECICOG
EAST CENTRAL IOWA
COUNCIL OF GOVERNMENTS
YOUR REGIONAL PLANNING AGENCY

COPY

RESOLUTION 02192015-2

TO ENTER INTO AN AGREEMENT WITH EAST CENTRAL COUNCIL OF GOVERNMENT TO DEVELOP THE DOCUMENTS NECESSARY TO BECOME A PART OF THE WASHINGTON COUNTY MULTI-JURISDICTIONAL HAZARDOUS MITIGATION PLAN.

WHEREAS; the City of Riverside does not have an active Hazard Mitigation plan and the Federal Emergency Management Agency no longer accepts stand-alone plans.

THEREFORE; the City of Riverside should develop the necessary documentation and seek inclusion into the Washington County Multi-Jurisdictional Plan

THEREFORE; the City of Riverside would like to engage the East Central Council of Government (ECICOG) to assist in the development of the required paperwork and seek inclusion from the Washington County Board of Supervisors.

It was moved by Kirkwood and seconded by Schneider to adopt the resolution to enter into an agreement with ECICOG to become a part of the Multi-Jurisdictional Hazard Mitigation Plan of Washington County.

Roll Call: Sexton, Schnoebelen, Kirkwood, Kasdorf, Schneider

Ayes: Sexton, Schnoebelen, Kirkwood, Kasdorf, Schneider

Nays:

Absent/Abstain

Attest:

Lory Young

Lory Young, City Clerk

Bill Poch

Bill Poch, Mayor

COPY

RESOLUTION 15-11

RESOLUTION SUPPORTING AMENDMENT OF THE WASHINGTON COUNTY MULTI-JURISDICTIONAL HAZARD MITIGATION PLAN FOR 2013-2018 TO INCLUDE THE CITY OF RIVERSIDE

WHEREAS, the Board of Supervisors adopted the Washington County Multi-Jurisdictional Hazard Mitigation Plan for 2013 – 2018, on December 18, 2012, and the plan was approved by the Federal Emergency Management Agency (FEMA) on January 17, 2013; and

WHEREAS, the City of Riverside is not a participating jurisdiction in the Washington County Multi-Jurisdictional Hazard Mitigation Plan for 2013 – 2018 and the City of Riverside has no Hazard Mitigation Plan; and

WHEREAS, a hazard mitigation plan, as defined in 44 CFR Section 201.6 is required for jurisdictions to participate in Hazard Mitigation Assistance program as a sub-applicant or sub-grantee; and

WHEREAS, the City of Riverside deems it necessary and desirable to be included in the Washington County Multi-Jurisdictional Hazard Mitigation Plan for 2013 – 2018 through a plan amendment process; and

WHEREAS, the City of Riverside is responsible for the cost of amending the Washington County Multi-Jurisdictional Hazard Mitigation Plan for 2013 – 2018 including City of Riverside staff time and/or a contract with a planning consultant; and

THEREFORE, BE IT RESOLVED by the Board of Supervisors in Washington County, Iowa the County supports the amendment of the Washington County Multi-Jurisdictional Hazard Mitigation Plan for 2013-2018 to include the City of Riverside and commits to adopting the amended version of the plan when the FEMA approval status is pending local adoption.

The vote on the Resolution:

Aye Seward Stoops Yoder Young Miller
Nay —
Absent/Abstain —

Adopted this 10th day of March, 2015.

JACK SEWARD, JR., Chairperson
Washington County Board of Supervisors

Attest:
March 10, 2015

DANIEL L. WIDMER
Washington County Auditor