### CITY OF RIVERSIDE COUNCIL MEETING AGENDA RIVERSIDE CITY HALL COUNCIL CHAMBERS 60 N GREENE STREET

REGULAR MEETING Monday, April 2, 2018

### 6:30 Regular Meeting

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.

- Call meeting to order
- 2. Approval of agenda
- 3. Consent agenda
  - a. Minutes from 2018-03-19
  - b. Expenditures for 2018-04-02
- 4. Public forum. 3 minutes per person. See guidelines for public comments at the Clerk's table
- 5. Riverside Fire Dept.- grass truck bids pg 5
- 6. Public Hearing: City Budget, FY18-19

Resolution 040218-01 Adopt City Budget pg 8

7. Public Hearing: Proposed plans, specifications, form of contract and estimated cost for construction of Galileo Drive. pg 9

Resolution 040218-02 Accept Plans for Galileo Drive pg 18

- 8. Public Hearing: A & S Holdings, LLC development agreement.
- 9. Discussion with Paul Gruefe on HR report pg 19
- 10. MMS Consultants report
  - a. Downtown streetscape project update
  - b. Galileo Drive project update
  - c. Highway 22 project discussion pg 20
- 11. A&S Holdings, LLC discussion of next steps
- 12. Discussion on Northern Heights development agreement
- 13. Approval of development agreement with ICE IT, LLC
- 14. Approval of Community Building lease agreement with John Sojka pg 21
- 15. Approval of agreement for west welcome sign placement pg 27
- 16. Committee Reports
  - a. RAGBRAI pg 30
- 17. Review of offer for Lot #10 Cherry Lane pg 31
- 18. Additional hours for Don Mullinnex mowing parks
- 19. Junior Achievement Proclamation pg 41
- 20. Mayor's report
- 21. City Clerk's report
- 22. City Council comments and requests for information
- 23. Motion to adjourn

RIVERSIDE CITY COUNCIL MEETING: March 19, 2018

The Riverside City Council meeting opened at 6:31 pm in City Half with Mayor Allen Schneider requesting roll call. Council members present were: Rob Weber, Jeanine Redlinger, Andy Rodgers, Bob Schneider Jr., and Tom Sexton.

Motion by Schneider to approve the agenda, Second by Redlinger, passed 5-0.

Weber moved to approve the minutes from March 5th, and the expenditures. Second by Redlinger, passed 5-0.

John Sojka discussed lease agreement of the Community Building. He would like permission to remove the ceilings. Schneider moved to table Resolution #301918-01. Second by Sexton, passed 5-0.

Schneider moved that City would pay for removal cost of ceilings if sale of Community Building fails. Second by Sexton, passed 5-0.

Chris Kirkwood commented that having Paul Greufe investigating payroll issues of past employees would not be necessary since they are longer employed by the City.

Council accepted the Riverside Volunteer Fire Department February Report.

Weber moved to open Public Hearing on tax abatement for Ice It, LLC at 7:02 pm. Second by Rodgers, passed 5-0. Agreement would be for 10 years of tax abatement, not to exceed \$80,000. There were no written or public comments. Weber moved to close Public Hearing at 7:07 pm. Second by Rodgers, passed 5-0. Final agreement and Resolution will be on next agenda.

Paul Gruefe, HR Specialist, was unable to be reached by phone. Mayor will contact to reschedule.

Weber moved to pass Resolution 031918-02 Setting the date for the Public Hearing on April 2<sup>nd</sup>, 2018 during the Council meeting, which begins at 6:30 pm to discuss a tax rebate agreement with A & S Holdings for new construction of 27 unit rental complex on Walnut Ave, Riverside. Second by Sexton, passed 5-0.

Council discussed the Northern Heights development agreement. No action was taken on counter proposal from APEX and Jeff Edberg.

MMS Consultant Ben Mitchell updated Council on Galileo Drive, Downtown Streetscape, and Utility Relocation Agreement.

Schneider moved to approve Utility Relocation Agreement with Interstate Power and Light Company for the estimated cost of \$50,134 for direct bore, or \$16,281 for underground trenching. Second by Weber, passed 5-0.

Sexton moved to pass Resolution 031918-03 Setting the date for the Public Hearing on April 2<sup>nd</sup> 2018 during the Council meeting, which begins at 6:30 pm to accept the plan specifications, form of contract, and estimated costs for Galileo Drive street construction project. Second by Redlinger, passed 5-0.

Galileo Drive bids will be released this week. Bid letting will be April 11<sup>th</sup>. Contract will be awarded at the April 16<sup>th</sup> Council Meeting.

Bill Stukey, PeopleService, Inc. gave the February water report. RO filters have been cleaned. Well #6 needs to be closed/removed from Railroad Park. Water tower will be painted this year. The water tower sensor froze up on February 5<sup>th</sup>. City needs to look into insulating sensor before next winter. Water break on Sycamore Street was repaired Monday.

City will retain the fire department grass fire truck for use, turning into a dump truck for hauling snow, dirt, and rock. Lenz obtained bids for installing an aluminum dump box.

Schneider moved to accept the low bid from Cortex Truck Equipment of Cedar Rapids in the amount of \$12,128.90 for installing aluminum box.

Rodgers moved to provide monthly stick pick-up to residents on the first Wednesday of the month from April to November, 2018. Second by Redlinger, passed 4-1 Sexton opposed.

City Wide Clean Up day will be on Saturday, May 19, 2018. Location may have to be changed due to construction on Pioneer Street.

Schneider moved to pass Resolution 031918-04 Approving the RACC application to the WCRF for spring grant funds, Hall Park Improvements-Phase 2, in the amount of \$28,000. Second by Redlinger, passed 5-0.

Schneider moved to contribute \$10,000 toward this project of repairing bleachers and adding lights to demo pit area. Second by Weber, passed 5-0.

Council received draft of Walker Easement for new welcome sign. Sexton stated that an "exit clause" needs to be added so either party could withdraw from agreement in the future.

Schneider moved to pass Resolution #031918-05 Setting the date for a Public Hearing on the FY18-19 Budget for April 2, 2018 Council Meeting, which starts at 6:30 pm. Second by Redlinger, passed 5-0.

City Clerk received an e-mail from the State Auditor, requesting an extension from the March 31<sup>st</sup> deadline for completing our annual exam. Sexton moved to file for extension. Second by Redlinger, passed 5-0.

Mayor is working with Washington Y on Camp Highland Scholarships.

Council will have a work session on Monday, March 26<sup>th</sup> at 6:30 pm to work on Employee Handbook.

Weber asked about the High Voltage electric line coming through Riverside. The City, nor County Supervisors, has received any information.

Weber inquired about status of Ella Street repairs.

Redlinger is contacting Iowa DOT on requirements of speed signs on Hwy 22 through town.

Bob Yoder, Washington County Supervisor, informed Council of Washington County Trails meeting to be held tomorrow, March  $20^{\rm th}$  at the Kalona Public Library, 6-8 pm.

Redlinger moved to adjourn at 9:07 pm. Second by Schneider, passed 5-0.

Full content of Council Meetings can be viewed on the City web site; www.cityofriversideiowa.com

Work Session - Monday, March 26, 2018 at 6:30 pm Council Meeting - Monday, April 2, 2018 at 6:30 pm

ATTEST

Becky LaRoche; City Clerk

Allen Schneider; Mayor

EXPENDITURES APRIL 2, 2018						
COUNCIL MEETING						
1 ALLIANT ENERGY	PARKS	001-5-430-6371	\$	254.74		
2 ALLIANT ENERGY	SEWER	610-5-815-6371	\$	923.23		
3 ALLIANT ENERGY	CITY HALL	001-5-650-6371	\$	233.99		
4 ALLIANT ENERGY	WATER	600-5-810-6371	\$	146.02		
5 ALLIANT ENERGY	COMM BUILD	001-5-460-6371	\$	179.89		
6 ALLIANT ENERGY	STREET LIGHTS	001-5-230-6371	\$	1,464.33		
7 ALLIANT ENERGY	FIRE STATION	001-5-150-6330	\$	491.29	\$	3,693.49
8 BOUND TREE MEDICAL SUPPLY	EMS	001-5-150-6371	\$	503.53		
9 FISHER INSURANCE	CYBER LIABILITY	001-5-650-6400	\$	1,000.00		
10 IOWA LEAGUE OF CITIES	WORKSHOP PT2&3 TOM	001-5-610-6240	\$	135.00		
11 IOWA STATE U	RVFD TRAINING	001-5-150-6354	\$	100.00		
12 ITECH	MARCH SERVICE	001-5-650-6497	\$	205.00		
13 JAY STUELKE	FEB CELL	001-5-210-6373	\$	50.00		
14 JIMS SMALL ENGINE REPAIR	SHOP	001-5-430-6504	\$	69.20		
15 KALONA GRAPHICS	ENVELOPES	001-5-650-6506	\$	232.13		
16 LAROCHE, BECKY	FEB CELL	001-5-650-6373	\$	50.00		
17 LENZ, BRYAN	FEB CELL	001-5-210-6373	\$	50.00		
18 MENARDS	SHOP	001-5-210-6372	\$	77.79		
19 MID AMERICAN ENERGY	SHOP	001-5-210-6371	\$	219.20		
20 MID AMERICAN ENERGY	RVFD	001-5-150-6330	\$	297.26		
21 MID AMERICAN ENERGY	CITY HALL	001-5-650-6371	\$	103.99		
22 MID AMERICAN ENERGY	COMM BUILD	001-5-460-6371	\$	66.68	\$	687.13
23 PEOPLE SERVICES	SERVICE FEB	600-5-610-6500	\$	10,736.50		
24 PEOPLE SERVICES	SERVICE FEB	610-5-815-6500	\$	10,736.50	\$	21,473.00
25 PITNEY BOWES	METER LEASE 1/QTR	600-5-810-6508	\$	90.00		
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27 DELTA DENTAL	APRIL		\$	106.98		
28 IOWA DNR	GALILEO WATER PERMIT	310-5-750-6793	\$	112.60		
9 IOWA DNR	GALILEO SEWER PERMIT	301-5-750-6793	\$	100.00		
IO IOWA DNR	GALILEO NPDES PERMIT	301-5-750-6793	\$	175.00		
1 LINCOLN NAT'L LIFE	APRIL		\$	179.14		
2 MEDIACOM	RVFD	001-5-150-6332	\$	139.30		
3 MEDIACOM	CITY HALL	001-5-650-6373	\$	149.30		
4 US BANK	COPIER RENTAL	001-5-650-6496	\$	166.37	251	
5 VERIZON	COLLECTER CELL SERVICE	600-5-810-6373	\$	63.54		
6 WELLMARK	APRIL		\$	4,526.50		
7	TOTAL PAID BILLS		\$	5,718.73		
8	TOTAL EXPENDITURES		\$	34,135.00		



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Page 1 of 1

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NEXT: VIEW SURRA

† North American Order Workbench is intended solely for business use by GM Dealers. Pricing shown is for illustration purposes only. Refer to GMPricing.com for official GM Price schedules. GM pricing is subject to change by GM at anytime, without notice. The GSA Price Level is for GM use only.

NEXT: QUATOMER/OTHER INFO

Order Workbench: FAQs Site Map

CANCEL

BACK

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DEERY BROTHERS MOTORS OF IOWA

651 HIGHWAY 1 W

Configuration Preview

IOWA CITY, IA 522464219

**Date Printed:** 

2018-03-27 1:34 PM

**Estimated Ship Date:** 

VIN:

VON:

Ship to:

Quantity:

Status:

BA - Pending order

013SB City of Riverside Iowa FAN 1:

FAN 2:

Client Code:

Bid Number:

TB8061

Sold to:

DEERY BROTHERS MOTORS OF IOWA

INC. (45512)

CITY,

DEERY BROTHERS MOTORS OF IOWA

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CITY, INC. (45512)

651 HIGHWAY 1 W

651 HIGHWAY 1 W

IOWA CITY, IA 522464219

IOWA CITY, IA 522464219

Vehicle:

2018 3500 CREW CHASSIS CAB 4X4 (172.4 in WB - CA of 60 in) (DD8L93)

	Sales Code	Description	MSRP(USD)	
Model:	DD8L93	3500 CREW CHASSIS CAB 4X4 (172.4 in WB - CA of 60 in)	40,745	
Package:	22A	Customer Preferred Package 22A	0	
	ESB	6.4L V8 Heavy Duty HEMI Engine	0	
	DFP	6-Spd Automatic 66RFE Transmission	0	
Paint/Seat/Trim:	PR4	Flame Red Clear Coat	0	
	APA	Monotone Paint	0	
	*TX	HD Vinyl 40/20/40 Split Bench Seat	0	
	-X8	Black/Diesel Gray	0	
Options:	4ES	Delivery Allowance Credit	0	
**************************************	MAF	Fleet Purchase Incentive	0	
	XEF	Transfer Case Skid Plate Shield	95	
	YEP	Manufacturer Statement of Origin	0	
	XEA	Tow Hooks	50	0.
	MML	Body Color Fender Flares	100	- 91
	XHC	Trailer Brake Control	295	
	XXS	Upfitter Electronic Module (VSIM)	295	
- 37	DK3	Elec Shift-On-The-Fly Transfer Case	295	
	4DH	Prepaid Holdback	0	
	5N6	Easy Order	0	
	4FM	Fleet Option Editor	0	
	4FT	Fleet Sales Order	0	
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Bid Number:	TB8061	Government Incentives	0	
Destination Fees:			1,395	

**Total Price:** 

Order Type: Scheduling Priority: Fleet

1-Sold Order

PSP Month/Week:

**Build Priority:** 

99

**Customer Name:** 

**Customer Address:** 

USA

Instructions:

Note: This is not an invoice. The prices and equipment shown on this priced order confirmation are tentative and subject to change or correction without prior notice. No claims against the content listed or prices quoted will be accepted. Refer to the vehicle invoice for final vehicle content and pricing. Orders are accepted only when the vehicle is shipped by the factory.

Page 1 of 1

### **RESOLUTION #040218-01**

# RESOLUTION TO ADOPT THE CITY BUDGET FOR FISCAL YEAR JULY 1<sup>ST</sup>, 2018 THROUGH JUNE 30<sup>TH</sup>, 2019

**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 April 2nd, 2018 at the Riverside City Council meeting starting at 6:30 pm in City Hall to allow for public comment.

**THEREFORE, BE IT RESOLVED**, the Riverside City Council adopts this City Budget for Fiscal Year 18-19.

Alien Schneider, Mayor

Becky LaRoche, City Clerk

Attest:

### PROJECT NOTICE

PROJECT: Galileo Drive Addition - City of Riverside, Iowa

PROPOSALS RECEIVED: Until 2:00 P.M., April 11, 2018, by the City Clerk of the City of Riverside, Iowa, in the Council Chambers at City Hall, 60 North Greene Street, Riverside, Iowa, 52327.

PROJECT LOCATION: Between Tupelo Boulevard and Kleopfer Street and to west of Riverside Elementary School on the north side of Riverside, Iowa.

DESCRIPTION OF WORK: The project includes all labor, materials and equipment necessary to construct new sanitary and storm sewer, water main, PCC Paving, HMA paving, PCC sidewalk and ADA curb ramps, erosion control and seeding, and other related work.

All work is to be done in strict compliance with the plans and specifications prepared by MMS Consultants, Inc.

ENGINEER'S ESTIMATE: Base Bid: \$580,000

SCHEDULE: Work shall begin as soon as possible after award and be completed by September 28, 2018. Liquidated damages in the amount of \$500 per day shall be included in the project.

BID SECURITY: Bid bond in the amount of five percent (5%) of the bid.

PERFORMANCE BOND: Equal to one hundred percent (100%) of the contract price, said bond to be issued by a responsible surety approved by the City Council, and shall guarantee the prompt payment of all materials and labor, and also protect and save harmless the City from all claims and damages of any kind caused directly or indirectly by the operation of the contract, and shall also guarantee the maintenance of the improvement for a period of two (2) years from and after its completion and formal acceptance by the City.

PAYMENTS: Monthly estimates equivalent to 95% of the contract value of the work completed during the preceding calendar month.

BIDDING DOCUMENTS: Available beginning March 23, 2018 from MMS Consultants, Inc., 1917 South Gilbert Street, Iowa City, Iowa, 52240, telephone # 319-351-8282 or fax # 319-351-8476. Hard copies of bid documents shall be provided at no charge to the bidder. Electronic PDF format bid documents are also available.

PROJECT ENGINEER: Scott B. Pottorff, P.E.

INTERNIPORATIONAL PROPERTY OF THE PROPERTY OF

TITLE SHEET

GALILEO DRIVE ADDITION CITY OF RIVERSIDE WASHINGTON COUNTY STATE OF IOWA

MASS CONSULTANTS, INC.

AUGUSTANTS, INC.

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GALILEO DRIVE ADDITION

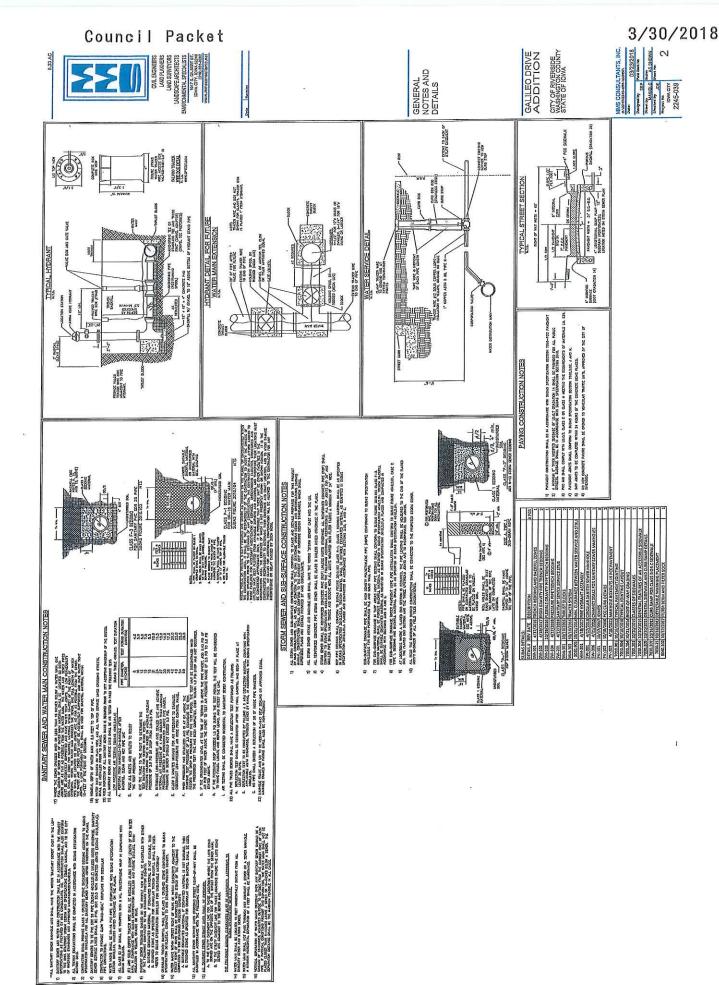
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4	TITLE SHEET
2	GENERAL NOTES AND DETAILS
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6	STORM SEWER PLAN AND PROFILE
7.	PAVING PLAN AND PROFILE
8	INTERSECTION PAVING PLAN

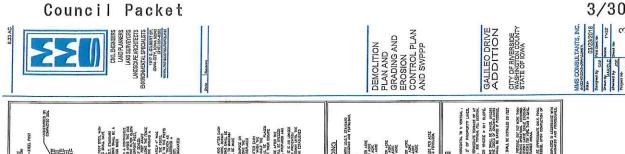
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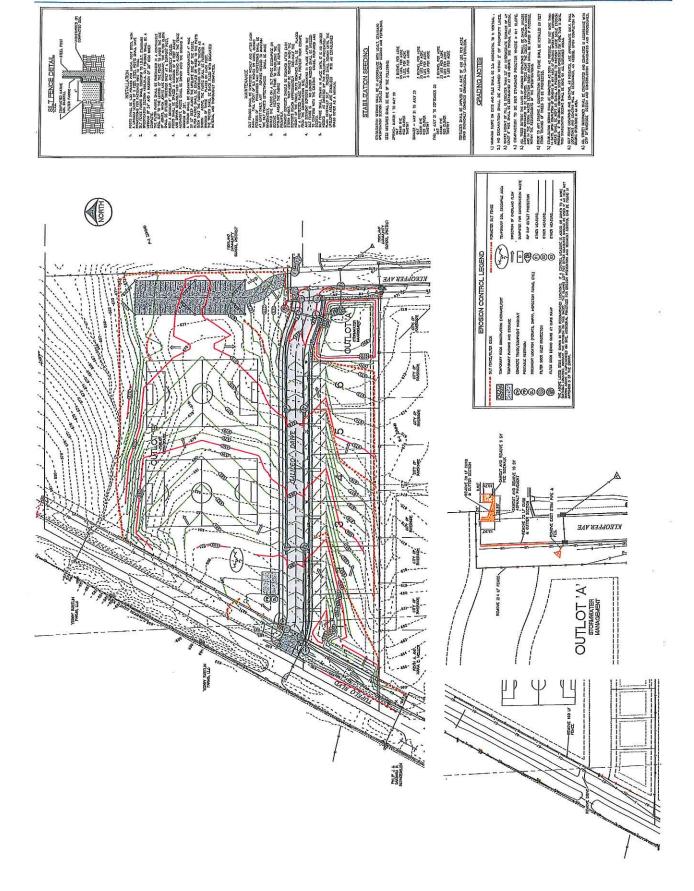
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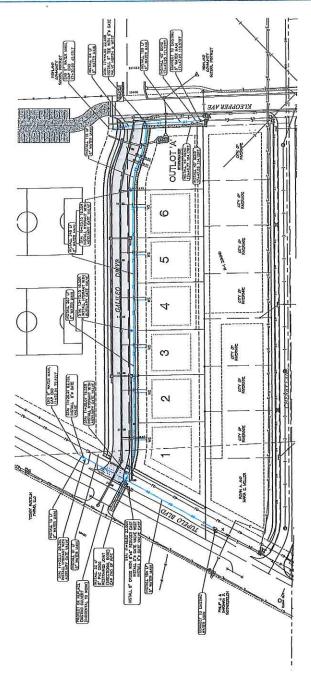
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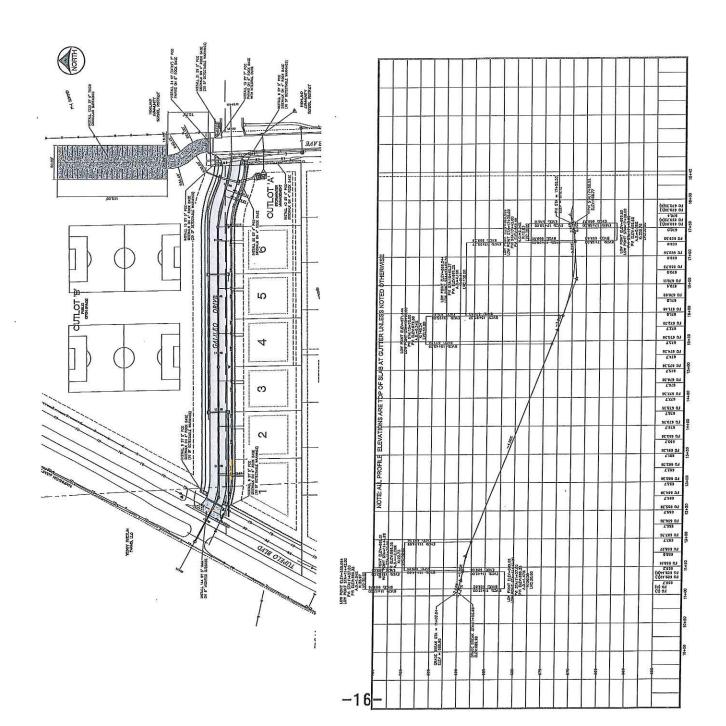




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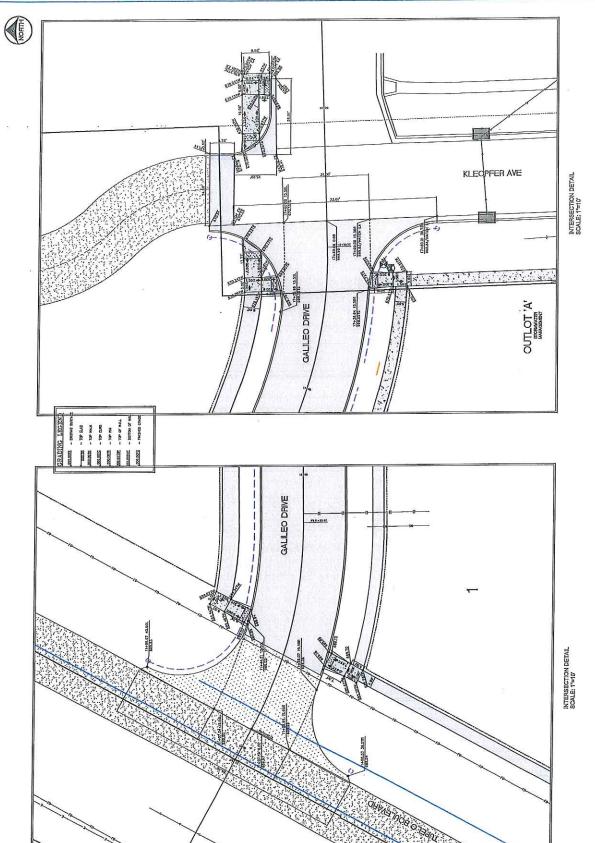
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GALILEO DRIVE ADDITION CITY OF RIVERSIDE WASHINGTON COUNTY STATE OF IOWA





### **RESOLUTION #040218-02**

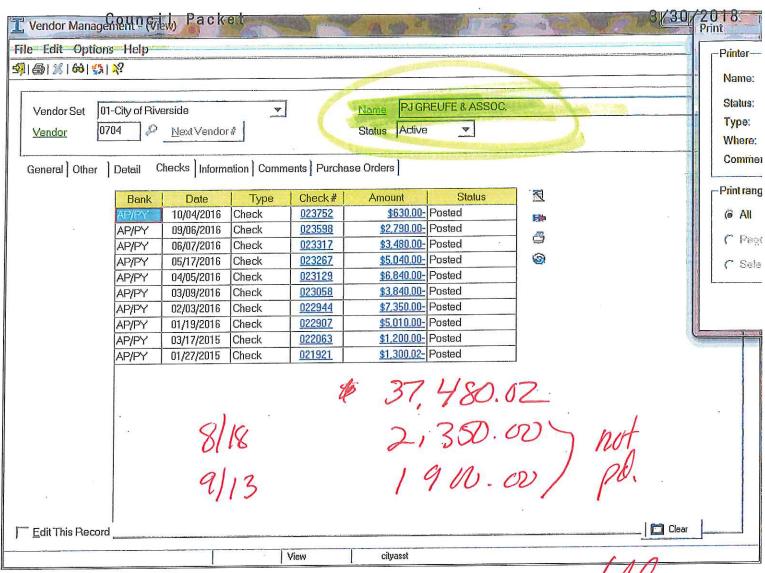
# RESOLUTION TO ACCEPT PLANS AND SPECIFICATION DESIGN FOR GALILEO DRIVE STREET DEVELOPMENT

**WHEREAS**, City of Riverside has contracted with MMS Consultants to plan and design the Galileo Drive Street Project for the City of Riverside. Project will put in a street with residential lots for single family housing on the south side.

On the 2<sup>nd</sup> day of April, 2018 the City Council of the City of Riverside held a Public hearing at City Hall regarding this project at the Council Meeting starting at 6:30 PM.

**THEREFORE**, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF RIVERSIDE, APPROVES THE Plans, Specifications and Contract for the Galileo Drive Street Project.

IT WAS	MOVED BY Councilperson seconded by Councilperson that the foregoing Resolution be approved.
Roll cal	l: Schneider, Sexton, Redlinger, Weber, Rodgers
Ayes:	
Nays:	
Passed April, 20	by the City Council of Riverside, Iowa, and approved this 2nd day of 018.
Signed:	Allen Schneider, Mayor
Attest:	Becky LaRoche, City Clerk



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50,000.00 Ans. Theft 48,270.00 credit Bul.

### **Becky LaRoche**

From:

Scott Pottorff <S.pottorff@mmsconsultants.net>

Sent:

Wednesday, March 28, 2018 2:41 PM

To:

becky@cityofriversideiowa.com; mayor@cityofriversideiowa.com

Cc:

b.mitchell@mmsconsultants.net

Subject:

Highway 22 Project

Can we schedule a work session with the Council for later in April on the Highway 22 project? Right now here is what we are thinking for timeline:

Authorize to go out to bids

May 21

**Public Hearing** 

June 4

Letting

June 13

Award

June 18

**Complete Construction** 

November 15

We may be able to move the timeline up two weeks but right now we are not counting on that.

With that timeline I would like to have a work session the week of April 23<sup>rd</sup> and the maybe another the week of May 7<sup>th</sup> or 14<sup>th</sup>. We should probably also have a public information meeting maybe the week of the 21<sup>st</sup> or something like that.

Let me know your thoughts.

Sign up for our newsletter - We promise short, meaningful updates just six times a year.



### Scott Pottorff, P.E.

Project Manager

Office: (319) 351-8282 Mobile: (319) 631-0365

S.pottorff@mmsconsultants.net

www.mmsconsultants.net

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### **RESOLUTION #040218-04**

# RESOLUTION TO LEASE PROPERTY LOCATED AT 81 E 1<sup>ST</sup> STREET, KNOWN AS THE RIVERSIDE COMMUNITY BUILDING TO JOHN SOJKA

**WHEREAS**, the City of Riverside, Iowa, on November 6<sup>th</sup>, 2017 a public hearing was held during the City Council Meeting beginning at 6:30 pm, to accept the proposed sale of the property located at 81 E 1<sup>st</sup> Street, known as the "Riverside Community Building" to John Sojka for an amount not to exceed \$33,400.00.

**THEREFORE, BE IT RESOLVED**, The City of Riverside City Council, hereby approves the leasing of this building to John Sojka for the cost of utilities, until which time the sale of building can be completed. The City of Riverside agrees to have Sojka remove drop ceilings in said building. City will reimburse Sojka cost of ceiling removal if sale of building fails to proceed.

IT WAS MOVED	BY Councilperson, seconded by Councilperson
	resolution be adopted.
ROLL CALL VO	TE: Schneider, Sexton, Redlinger, Weber, Rodgers
Ayes:	
Nays:	
Absent: Sexton	
Passed and Appr day of April, 2018	oved by the City Council of Riverside, Iowa and approved this 2nd
Signed:	
-	Allen Schneider, Mayor
Attest:	Becky LaRoche, City Clerk
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### AMENDED AND RESTATED LEASE AGREEMENT

THIS AGREEMENT is made by and between the City of Riverside, Iowa, a municipal corporation, hereinafter referred to as "City," and John and Joan Sojka, husband and wife, hereinafter referred to as "Tenant."

1. <u>PREMISES AND TERM</u>. The City, in consideration of the rents herein reserved and the agreement and conditions herein contained, on the part of the Tenant, leases to the Tenant and Tenant hereby rents and leases from the City the building, known as the "Riverside Community Building," located at 81 1st Avenue East in Riverside, Iowa.

This Lease shall commence on April 16, 2018, and will run on a month-to-month basis until a contemplated sale is completed between the City and Tenant or as otherwise adjudicated by an Iowa court.

- 2. <u>RENTAL</u>. Tenant shall be responsible for all utilities and taxes, if applicable, during the term of this Lease. Tenant shall pay utilities as they become due to avoid delinquency.
- 3. <u>SECURITY DEPOSIT</u>. There shall be no security deposit required as a part of this Lease.
- 4. <u>POSSESSION</u>. Fenant shall be entitled to possession on the first day of the term of the Lease, and shall yield possession to the City at the time and date of the close of this Lease term, except as herein otherwise expressly provided. Should City be unable to give possession on said date, Tenant shall not be entitled to any damages from the City, except for reimbursement of the Tenant's cost to remove the suspended ceiling on the above-referenced property. Costs shall be limited to reimbursement of Tenant's time and material.

Property, but that a quiet title action will be necessary to ultimately determine the City's ownership rights. In the event that the title to the above-described property is quieted in the City of Riverside, the parties will agree to move forward with a sale of the property to the Tenant in accordance with the terms and conditions of a purchase agreement executed by the parties. If the City is unsuccessful in establishing ownership, the City and the Tenant will abide by the court decision. The Tenant understands and agrees that no cause of action will be asserted against the City based on the City's ownership or possession of the property described herein and the Tenant agrees not to seek any damages from the City as a result of the City's failure to quiet and acquire title in the above-described property.

5. <u>USE OF THE PREMISES</u>. Tenant covenants and agrees during the term of this Lease to use and occupy the Leased Premises only for the purposes permitted in the commercial zoning district or as otherwise approved by the City of Riverside.

- 6. <u>RIGHT OF REVERSION</u>. Upon the termination of this Lease, all improvements constructed on the Leased Premises shall revert to City, and Tenant shall, thereafter, have no interest therein. The Tenant shall not seek or be entitled to any reimbursement for the improvements the Tenant made to or constructed on the Leased Premises.
- 7. <u>MAINTENANCE OF CONDITION OF PREMISES</u>. The Leased Premises shall be reasonably maintained by Tenant throughout the term of this Lease, and no waste shall be committed thereon.
- 8. <u>UTILITIES</u>. All utilities will be paid by Tenant. Utilities include water, sewer, electricity and gas costs, including expenses for heating, cooling and lighting the premises:
- 9. <u>MECHANIC'S LIENS</u>. Tenant shall ensure that no mechanic's liens are filed against the above-described property during the term of this Lease.
- 10. SURRENDER OF PREMISES AT END OF TERM. Tenant agrees that upon the termination of this Lease, it will surrender, yield up and deliver the Leased Premises in good and clean condition, except for the effects of ordinary wear and tear and depreciation arising from lapse of time, or damage without fault or liability of Tenant.
- 11. ASSIGNMENT. Tenant may not assign or sublease any portion of the rights or interest granted under this Lease without the express written permission of the Riverside City Council. Any such assignment shall not relieve the hability of Tenant. Any such assignment shall pass to the assignee all responsibilities of Tenant set forth herein. In the event of such an assignment, the assignee must be required to utilize the above-described real estate for the purposes intended herein. Furthermore, any such assignment must be approved by City, which approval shall not be unreasonably denied or withheld.
- 12. GOVERNMENTAL LAWS, RULES AND REGULATIONS. Tenant covenants and agrees to comply with all applicable laws, ordinances, rules and regulations of the city, county, state and other governmental authorities regarding the leased premises. Tenant shall hold City harmless therefrom

### 13. INSURANCE

- a) City agrees to have in force on the date of occupancy, and to keep in force thereafter for the term of this Lease, fire and extended coverage insurance on the entire premises.
- b) Tenant shall maintain general liability insurance naming the City as an additional insured, in an amount not less than \$\_\_\_\_\_. Tenant also shall be responsible for insuring its personal property on the premises.
- c) City and Tenant each hereby waive any and all rights of recovery against the other arising from any loss occurring to or at the premises which is covered or required to be covered by insurance pursuant to the provisions of this Lease. All insurance policies required to be maintained under the provisions of this Lease shall contain an endorsement, to the extent that

such endorsements are available, pursuant to which the insurance carrier waives all rights of subrogation.

- 14. <u>FIRE AND CASUALTY—DAMAGE OR DESTRUCTION OF PREMISES</u>. In the event of damage to or destruction of the Leased Premises, this Lease shall not terminate, and each party agrees to take all reasonable steps to continue operations, and to rebuild the Facility.
- 15. <u>SIGNS</u>. Tenant shall have the right and privilege of attaching, affixing, painting, or exhibiting signs on the Leased Premises.
- 16. <u>INDEMNIFICATION</u>. Tenant agrees to indemnify, protect and hold harmless City from any and all costs, loss, damage, liability, expense, and penalties arising from bodily injury or damage to property that may arise or be claimed against City or the Leased Premises by any person or entity for injuries to the person or property or damage of whatever kind or character arising from any neglect or fault of Tenant in the use or occupancy of the leased premises; provided that City will give to Tenant prompt notice, in writing, of any claims communicated to or made against City. If any suit shall be brought against City relating to any matter described in this Lease, such written notice shall be given to Tenant. Tenant agrees to defend any such suit or claim and to pay whatever judgments may be recovered against City, provided that City shall furnish Tenant, on a prompt basis, all notices of any such suit served upon City. City agrees to cooperate with Tenant in the defense thereof.
- 17. <u>INSPECTIONS</u>. The City upon reasonable notice to Tenant has the right to inspect the Leased Premises at reasonable times for the purpose of insuring that provisions of this Lease are performed by the Tenant. The right of inspection of the Leased Premises shall not be construed to reserve any right to the City for administrative management of the Leased premises during the term of the Lease. Any inspection must respect the privacy rights of the residents, if any.
- 18. GOVERNING LAW. It is agreed that this Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Iowa.
- 19 <u>ENTIRE ACREEMENT</u>. This Agreement shall constitute the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding upon either party except to the extent incorporated in this Agreement.
- 20. <u>MODIFICATION OF AGREEMENT</u>. Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if placed in writing and signed by each party or an authorized representative of each party.
- 21. <u>AMERICAN DISABILITIES ACT COMPLIANCE</u>. Tenant shall be responsible for compliance with the American Disabilities Act (42 U.S.C. §12101, and following). The cost of such compliance shall be paid by Tenant.

22. <u>CONSTRUCTION</u>. Words and phrases herein, including acknowledgment, hereof shall be construed as in the singular or plural number, and as masculine, feminine, or neuter gender, according to the context.

### CITY OF RIVERSIDE, IOWA

By: Allen Schneider, Mayor
By:, City Clerk
TENANT
By John M. Sojka
By: Joan Sojka STATE OF IOWA
WASHINGTON COUNTY )
Public in and for the State of Iowa, personally appeared Allen Schneider and they are the Mayor and City Clerk, respectively, of the City of Riverside, Iowa, a municipal
corporation; that the scal affixed to the foregoing instrument is the corporate seal of the municipal corporation, and that the instrument was signed and sealed on behalf of the municipal corporation by the authority of its City Council; and that Allen Schneider and acknowledged the execution of the instrument to be their
voluntary act and deed and the voluntary act and deed of the corporation, by it and by them voluntarily executed.
Notary Public in and for the State of Iowa

STATE OF IOWA	) ) ss:	
WASHINGTON COUNTY	) 55.	
This instrument was John M. Sojka and Joan Sojk	acknowledged before me ona, husband and wife.	_, 2018, by
	Notary Public in and for the State of Iow	<i>7</i> a
		•

### City of Riverside Sign Easement

With rights of first option to purchase.

This agreement made and entered into by and between Dennis M. Walker and Corrine M. Walker, husband & wife of Washington County, Iowa, owner of the real estate described herein, (hereinafter referred to as "Walker," which expression shall include, his, her, or their heirs, agents, successors or assigns), and City of Riverside, Iowa, a Municipal Corporation (hereinafter referred to as "City," which expression shall include their agents, successors or assigns), witnesseth:

### It is hereby agreed as follows:

In consideration of the mutual covenants and agreements contained herein and for other valuable consideration, receipt of which is hereby acknowledged, beginning April 1, 2018, Walker hereby grants and conveys to the City a signage easement for the purpose of excavating, constructing, installing, operating, replacing, maintaining and using a City of Riverside welcome sign, together with the right of ingress and egress thereto, for the above purposes. In further consideration of the easement, the City will pay Walker \$300.00 per year due April 1 of each year. The lease will run for 20 years, expiring April 1, 2038. Said easement shall be located on, below, over and across property owned by Walker, more particularly described and depicted in Exhibit A attached hereto and made a part of this easement by reference.

### Walker further grants to City:

- 1.) The right of excavating said strip for the full width thereof to such extent as the City may find reasonably necessary;
- 2) The right to trim and cut down and clear away any and all trees and brush now on said strip and to trim and to cut down and clear away any trees on either side of said strip which now in the opinion of the City may be a hazard to maintenance or may interfere with the exercise of the City's rights hereunder in any manner; provided, however, that all trees which the City is hereby authorized to cut and remove, if valuable for timber or wood, shall continue to be the property of Walker, but all tops, lops, brush and refuse wood shall be burned or removed by the City;
- 3) The right of ingress to and egress from said strips over and across said lands by means of roads and lanes thereon, if such there be, otherwise, by such route or routes as shall occasion the least practicable damage and inconvenience to Walker; provided that such right of ingress and egress shall not extend to any portion of said lands which is isolated from said strip or any public road or highway now crossing or hereafter crossing said land.
- 4) The right to mark the location of said strips by suitable markers set in the ground; provided that said markers shall be placed in fences or other locations which will not interfere with any reasonable use Walker shall make of said strips.
  - a.) City shall not fence said strip;
  - b.) City shall promptly reseed any disturbance made by it on said strip and repair any damage it shall do to Walker's private roads or lanes on said lands;

- c.) Walker shall have no right to grant additional easements or sub-easements on, along or across the easement granted to the City.
- d.) City shall indemnify Walker against any loss and damage which shall be caused by the exercise of said ingress and egress, construction, and maintenance or by any wrongful or negligent act, omission of the City or of its agents or employees in the course of their employment.
- 5) City shall have sole discretion as to the size, materials, color and content of the sign.
- 6) Walker reserves the right to use said strips for purposes which will not interfere with the City's full enjoyment of the rights hereby granted.
- Walker does hereby covenant with the City that they are lawfully seized and possessed of the real estate above described, that they have a good and lawful right to convey it or any part thereof.
- 8) This Agreement shall be binding on and inure to the benefit of their heirs, assigns, and successors of the parties hereto.
- 9) The City may terminate this easement upon sixty (60) days' notice to Walker if the purposes for which the City acquired this easement change and no longer suit the City's needs. In such an event, the City will restore the property to its condition prior to the execution of the easement, reasonable wear and tear excepted.
- 10) If, during the term of this Agreement, Walker offers for sale the property described herein, the City shall have the option to purchase the property described herein at the same price as that contained in a bona fide offer to purchase. The City shall have thirty (30) days to exercise said option after its receipt of a written notice from Walker that Walker has received an offer to purchase the property described herein.

Dated this day of March, 2018.	-
WALKER	CITY OF RIVERSIDE
By: Dennis M. Walker	By:Allen Schneider, Mayor
By: Corrine M. Walker	By:

STATE OF IOWA	) ) ss:
WASHINGTON COUNTY	)
This instrument was a and Corrine M. Walker, husba	cknowledged before me on March, 2018, by Dennis M. Walker and and wife.
	Notary Public in and for the State of Iowa
STATE OF IOWA	) ) ss:
WASHINGTON COUNTY	)
Iowa, personally appeared Aller duly sworn, did say that they a municipal corporation; that the corporation, and that the instructure of its City Council; and	larch, 2018, before me, the undersigned, a Notary Public in and for the State of a Schneider and Becky LaRoche, to me personally known, who, being by me re the Mayor and City Clerk, respectively, of the City of Riverside, Iowa, a seal affixed to the foregoing instrument is the corporate seal of the municipal ment was signed and sealed on behalf of the municipal corporation by the I that Allen Schneider and Becky LaRoche acknowledged the execution of the act and deed and the voluntary act and deed of the corporation, by it and by
	Notary Public in and for the State of Iowa

## Riverside Ragbrai Budget - Tentative

### **Preliminary Budget**

Revenue	Vendor Fees	3000	
Expenses	Entertainment	12000	
200	Logistics	4543	
	Port-a-potties/Trash	: 5075	
	Safety	3000	
	Volunteer T-shirts	1500	
	Marketing	4000	
	Misc/Other/unplanned	2000	
	Liability Insurance	3000	
	Cooling/Water Stations	2000	
	Trash/Cleanup	3000	
	Total	34618	
Net		-32118	

### **Definitions:**

- Entertainment bands, sound rental/management, misc games, water inflatables
- Logistics Tents, tables, chairs, hand washing station
- Port-a-potties/Trash 30 portapotties, purchasing (20) 55 gallon trash cans, Trash bags, atvs or golf cart rentals to hall trash, 3 dumpsters
- Safety Rental Security/Crowd Control, 1<sup>st</sup> aid stations
- Misc/Other/unplanned small misc supplies or unknown expenses
- Cooling/Water Stations Misters, Fans, Misting Fans,
- Trash/Cleanup Pay the volunteer groups that come clean up the next day or pay external

### **Key Assumptions:**

- Trash cans could be made instead of purchased unsure if they could be rented
- Logistics must be booked immediately
- Safety and Liability Insurance are SWAG
- Community Nonprofits would not be charged vender fees but are expected to contribute volunteer hours to be part of the event
- Riverside Businesses would not be charged Vendor feeds
- Capt Kirk Statue and Space Ship would need to be in Hall Park for Ragbrai
- Beer, Food, and drink sales expenses are not in the above costs and will be paid for by the community groups
- Marketing is needed to promote event along route and to also attract neighboring community members to come check out Riverside and Ragbrai

The goal is to have Ragbrai back through Riverside every time the route is nearby by promoting our hosting a full over that the riders and town enjoy.

### Council Packet







### RESIDENTIAL LOTS/VACANT LAND PURCHASE AGREEMENT

This form approved by the Iowa City Area Association of REALTORS®

		Date of Agreement	March 28	, 2018
то		City of Riverside		
				(SELLERS:)
1.	REAL ESTATE DESCRIPTION, The undersigned BUYERS hereby ones:  116 Cherry Lane Riverside, IA. (Lot #10)	offer to buy real estate in	Washington THE LEGAL DESCRIPTION	County, lowa, locally known
	DOCUMENT BY WHICH SELLERS RECEIVED TITLE TO THE PROCherry Lane ADD Lot 10. Actual legal description to be taken fr	OPERTY, SUBJECT TO APPRO		
	with any easements and appurtenant servient estates.			
2.	PURCHASE PRICE. The Purchase Price shall be \$ 33,000.00	V. J. B	Thirty Three	Thousand Dollars
	with this offer to be deposited upon acceptance of this offer, in the trus to be delivered to the SELLERS upon performance of SELLERS' purchase price as designated below.  Select: (A) (B) and/or (C) or (D)  A. \( \) NEW MORTGAGE.  This agreement is contingent upon the BUYERS obtaining a written of interest on the promissory note secured thereby of not more than	commitment for a first real estate % amortized over a ter o more than	mortgage for m of not less than loan origination fees and po lication for such mortgage lication for such mortgage obtained a written mortgage ed. BUYERS shall pay the	% of the purchase price with years, with a balloon due loints, and to pay in addition all with a commercial mortgage mmitment, (supported by the loan commitment containing either SELLERS or balance of the purchase price
3,	D. [ If a Mortgage Assumption, installment contract Assumption POSSESSION. If BUYERS timely perform all obligations, possession with any adjustments of rent, taxes, interest, and other applicable ma occur after approval of title and all personal property and equipment is BUYERS until completion of the closing, which shall mean delivery to due from BUYERS. If by mutual agreement the parties select a difference.	for the Real Estate shall be delik titers to be made as of the date of a removed from the premises by the BI YERS of all title fransfer.	vered to BUYERS on of transfer of possession. Of the SELLERS. Possession documents and receipt of the	May 1, 2018 osing of the transaction shall a shall not be delivered to the be burchase price funds then
i.	terms thereof.  REAL ESTATE TAXES, SELLERS shall pay all real estate taxes what above described Real Estate and any unpaid real estate taxes for a subsequent real estate taxes. SELLERS shall also pay a prorated should be subsequent and payable in the fiscal year commencing July1, _Select (A) or (B)	ny prior years. Except for the ta are, based on the date of posse	x proration hereinafter set ssion, of the real estate tex	forth, BUYERS shall pay all
Į	A. Net taxes payable in the current fiscal year in which posses, An amount calculated based upon the assessed valuation, legised for the calculation of taxes payable in the fiscal year commend unrent, certified tax rate shall be used.	islative tax rollback, and real esta	ate tax exemptions that will e of closing, the tax rate is	actually be applicable to and not certified, then the most
E	SPECIAL ASSESSMENTS, Select: (A) or (B)  A. X SELLERS shall pay all special assessments which are a li  B. SELLERS shall pay all installments of special assessments wateridar year this offer is accepted, and all prior installments thereof. A	hich are a lien on the Real Estat Il other special assessments sha	e and, if not pald, would be Ill be paid by BUYERS.	come delinquent during the
] . S W	DEED. Upon payment of the purchase price, SELLERS shall convey nd clear of all llens, restrictions, and encumbrances. Any general w varranties as to acts of SELLERS continuing up to time of delivery of th	the Real Estate to BUYERS or arranties of title shall extend on e deed.	their assignees, by	Deed, free Dee of this offer, with special
T	IME IS OF THE ESSENCE. Time is of the essence in this contra	ot.		

Buyers' Initials Seria#: 057804-800152-2260215

7.

Sellers' initials \_

Page 1 of 4 formsimplicity

8	OPTIONAL CONDITIONS. Provisions 8-A through 8-E, if initiated by BUYERS, are included in this agreement:  A. SURVEY. Upon acceptance of this offer, BUYERS shall have the property surveyed by a licensed surveyor at the expense of the BUYERS,
9,	and the property of the state o
	C. Building Department requirements, fees, and costs of offsite and onsite improvements.
	D. Any easements of record for public utilities, made or nighways. Also consider liefle, other easements, and interests of others.  BUYERS shall be deemed to have approved of said investigations unless written notice is delivered to SELLERS' agent within 10 days of
	acceptance of this Purchase Agreement. In the event of disapproval, BUYERS may terminate this agreement and all earnest money shall be returned.
10	. USE OF PURCHASE PRICE, At time of settlement, funds of the purchase price may be used to pay taxes and other liens and to acquire outstanding interests, if any, of others.
11.	ABSTRACT AND TITLE. SELLERS, at their expense, shall promptly obtain an abstract of title to the Real Estate continued through the date of acceptance of this offer, and deliver it to BUYERS for examination. It shall show merchantable title in SELLERS' names in conformity with this agreement, lowa law, and Title Standards of the lowa State Bar Association. The abstract shall become the property of the BUYERS when the purchase price is paid in full. SELLERS shall pay the costs of any additional abstracting and title work due to any act or omission of SELLERS, including transfers by or the death of SELLERS or their assignees, if, at the time of closing there remain unresolved title objections, the parties agree to escrow from the sale proceeds a sufficient amount to protect the BUYERS' interests until said objections are corrected, allowing a reasonable time for the corrections of said objections; provided, however, that if the commercial mortgage lender of the BUYERS will not make the mortgage funds available with such escrow, the provisions for escrow for title defects shall not applicable.
	JOINT TENANCY IN PROCEEDS AND IN REAL ESTATE. If SELLERS, Immediately preceding acceptance of the offer, hold title to the Real Estate in joint tenancy with full right of survivorship, and the joint tenancy is not later destroyed by operation of law or by acts of the SELLERS, then the proceeds of this sale, and continuing or recaptured rights of SELLERS in the Real Estate, shall belong to SELLERS as joint tenants with full rights of survivorship and not as tenants in common; and BUYERS, in the event of the death of either SELLER, agree to pay any balance of the price due SELLERS under this contract to the surviving SELLER and to accept a deed from the surviving SELLER consistent with paragraph 7.
13.	JOINDER BY SELLER'S SPOUSE, SELLER'S spouse, if not a title holder immediately preceding acceptance of this offer, executes this contract only for the purpose of reilinquishing of all rights of dower, homestead and distributive share or in compilance with Section 561.13 of the lowa Code and agrees to execute the deed or real estate contract for this purpose.
	REMEDIES OF THE PARTIES.  A. If BUYERS fail to timely perform this contract, SELLERS may forfelt it as provided in the lowa Code, and all payments made shall be forfeited or, at SELLERS' option, upon Thirty (30) days written notice of intention to accelerate the payment of the entire balance because of such failure (during which thirty days such failure is not corrected). SELLERS may declare the entire balance immediately due and payable. Thereafter this contract may be foreclosed in equity and the Court may appoint a receiver.  B. If SELLERS fall to timely perform this contract, BUYERS \( \) have the right to have all payments made returned to them.  C. BUYERS and SELLERS also are entitled to utilize any and all other remedies or actions at law or in equity available to them and shall be entitled to obtain judgment for costs and attorney fees as permitted by law.  D. In the event the BUYERS fail to perform their obligations hereunder and the SELLERS successfully forfelt any payments made under this contract, the Broker shall receive from the SELLERS one-half of the forfeited payment, said one-half not to exceed the total commission due to the Broker. In the event the SELLERS fail to perform SELLERS' obligations under this contract when required to do so, SELLERS shall pay to Broker the Broker's commission in the amount set forth in the SELLERS' Usting Agreement with the SELLERS' Broker.
	STATEMENT AS TO LIENS. If BUYERS intend to assume or take subject to a lien on the Real Estate, SELLERS shall furnish BUYERS with a written statement prior to closing from the holder of such lien, showing the correct balance due.
	APPROVAL OF COURT, If the sale of the Real Estate is subject to Court approval, the fiduciary shall promptly submit this contract for such approval. If this contract is not so approved by the
7.	CONTRACT BINDING ON SUCCESSORS IN INTEREST. This contract shall apply to and bind the successors and interest of the parties.
8.	CONSTRUCTION. Words and phrases shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender, according to context.

Page 2 of 4 formsimplicity

Sellers' initials

### Council Packet

19.	AGENCY DISCLOSURE. The Listing and Selling Agents/Brokers are agents of the parties hereto as outlined below, and their fiduciary duties of loyalty and faithfulness are owed to the party they represent. However, they must treat the other party with honesty and fairness.				
	The SELLERS in this transaction are represented by:				
	Kris Westfall - Iowa Realty				
	(Agent/Brokerage Names).				
	The BUYERS in this transaction are represented by:				
	Jeff Hazelett - Elliott Really Group				
	Jeff Hazelett - Elliott Realty Group (Agent/Brokerage Names).				
	If Agent (including Appointed Agency) and/or Brokerage (including Consensual Dual Agency) Names are shown as representing both parties, detailed explanation of representation shall be attached. Further, the BUYERS and SELLERS acknowledge that prior to signing this agreement the their respective Listing or Selling Agent made a written disclosure of type of representation being provided.				
20.	<ol> <li>NOTICE. Any notice required under this agreement shall be deemed perfected when it is received in writing either by personal delivery or upon the date of the posting of said notice posted by Certified Mail. Copies of all such notices shall be also sent to the Listing Agent and Selling Agent as designated in this agreement, or their Brokers.</li> </ol>				
	For the SELLERS; City of Riverside Address;				
	For the BUYERS: MSJ, LLC Address: 107 South Marlon Ave. Washington, Iowa				
21.	REPRESENTATIONS. It is understood that no representations made by the agent in the negotiation of this sale are being relied upon unless incorporated herein or endorsed in writing.				
22.	COUNTER PARTS CLAUSE. All parties agree to be bound to this contract even if every party does not sign on one original, as long as each copy that is signed is identical to every other signed copy.				
23.	OTHER PROVISIONS. City of Riverside agrees to all four lot plns located and clearly marked prior to closing.				
	Jeff Hazelett is a licensed REALTOR in the State of lowa and has a financial interest in MSJ, LLC				

Buyers' Initials \_\_\_\_\_\_ Sellers' Initials \_\_\_\_\_

Page 3 of 4

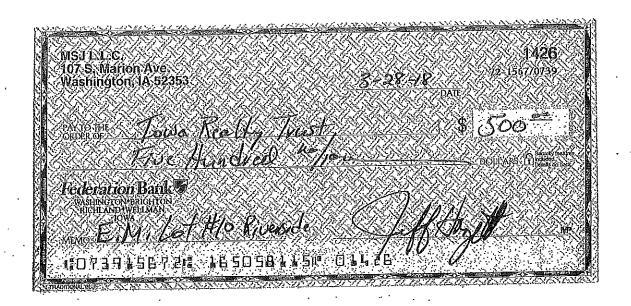
24. TIME FOR ACCEPTANCE. If this offer is not accepte	ed by SELLERS on or be	fore <u>5:00</u> o'clock ( 🗌 A.M	1 4 P.M.), on April	2,201
it shall become vold and all payments shall be repaid to t	he BUYERS,			
*** THIS IS A LEGAL, BINDING CO	ONTRACT, IF NOT UND	DERSTOOD, SEEK COMPETEN	T LEGAL ADVICE ***	
DATED:	March 28	20/8 at_	2:00 (	A.M., (P.M.)
Jeff Hazelett for MSJ, BUYER (PRINT)	<u>uc</u>	BUYER (PRINT)		e delicone programa del Mario Mario.
BUYER (SIGNATURE)	<u>y</u>	BUYER (SIGNATURE)		•
This offer is accepted:	, 20	, aì	( A.M., P.M.),	
City of Riverside SELLER (PRINT)		SELLER (PRINT)		
SELLER (SIGNATURE)		SELLER (SIGNATURE)		
For information only, The SELLERS acknowledge receipt of the offer	(DATE)	(TIME)	(INITIALS	3)

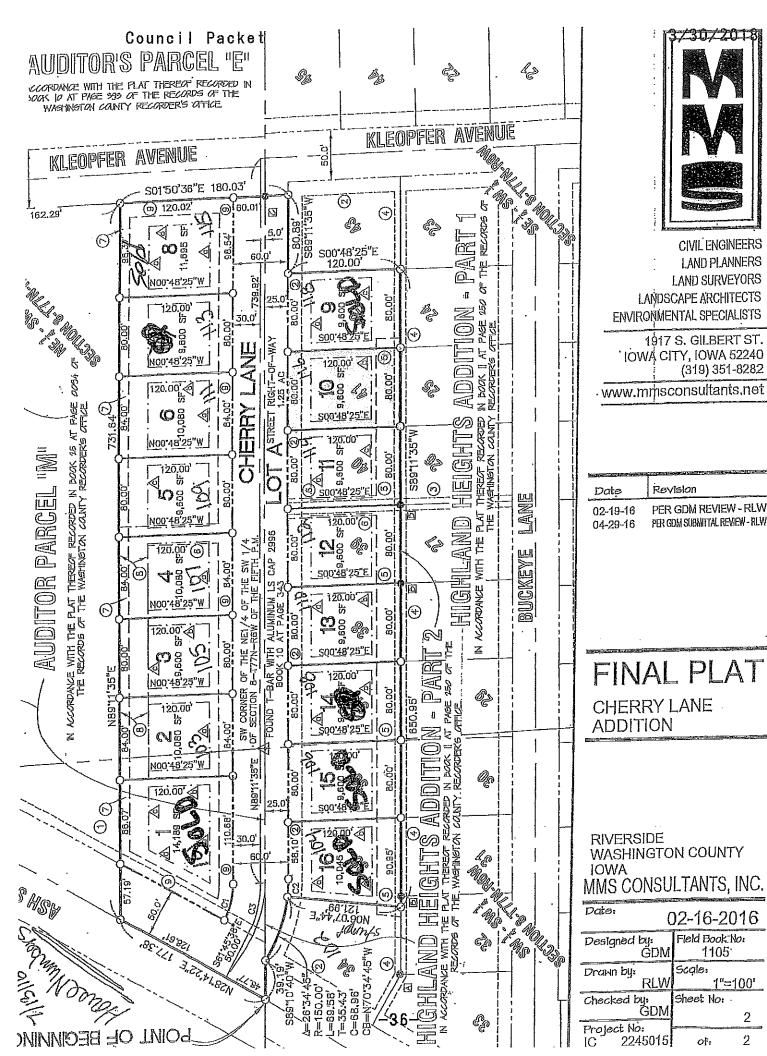
Buyers' Initials

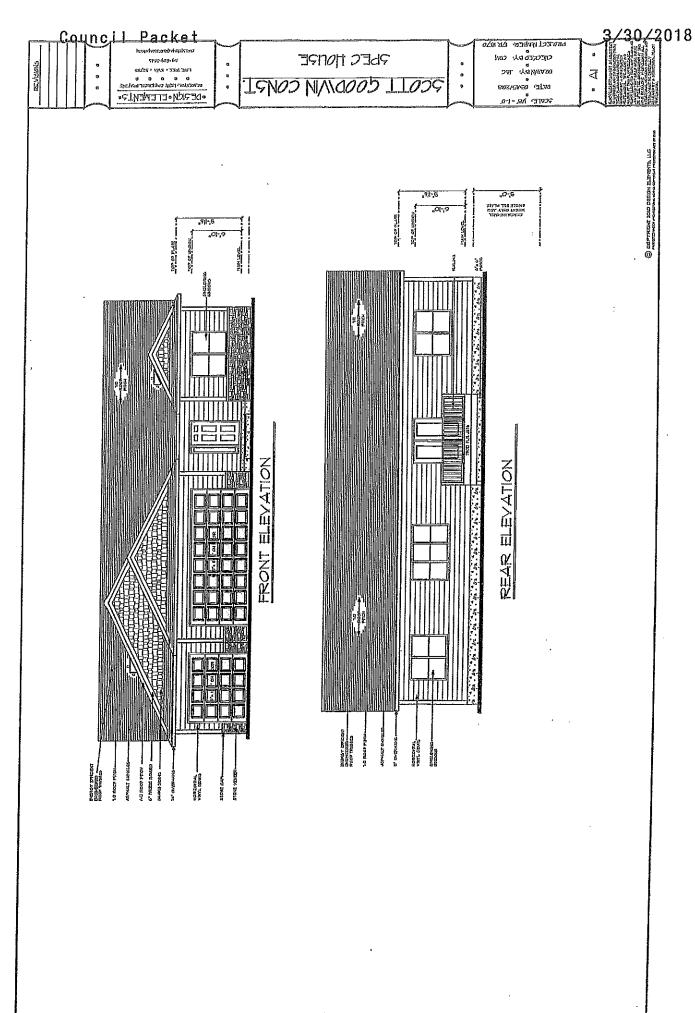
Sellers' Initials \_\_\_\_\_

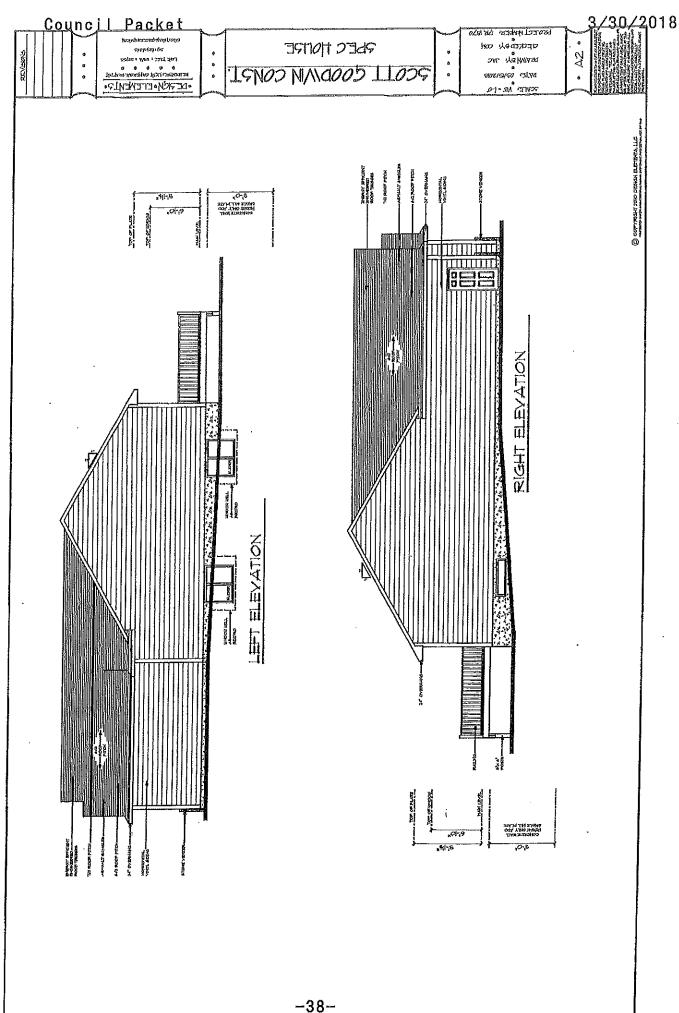
Page 4 of 4

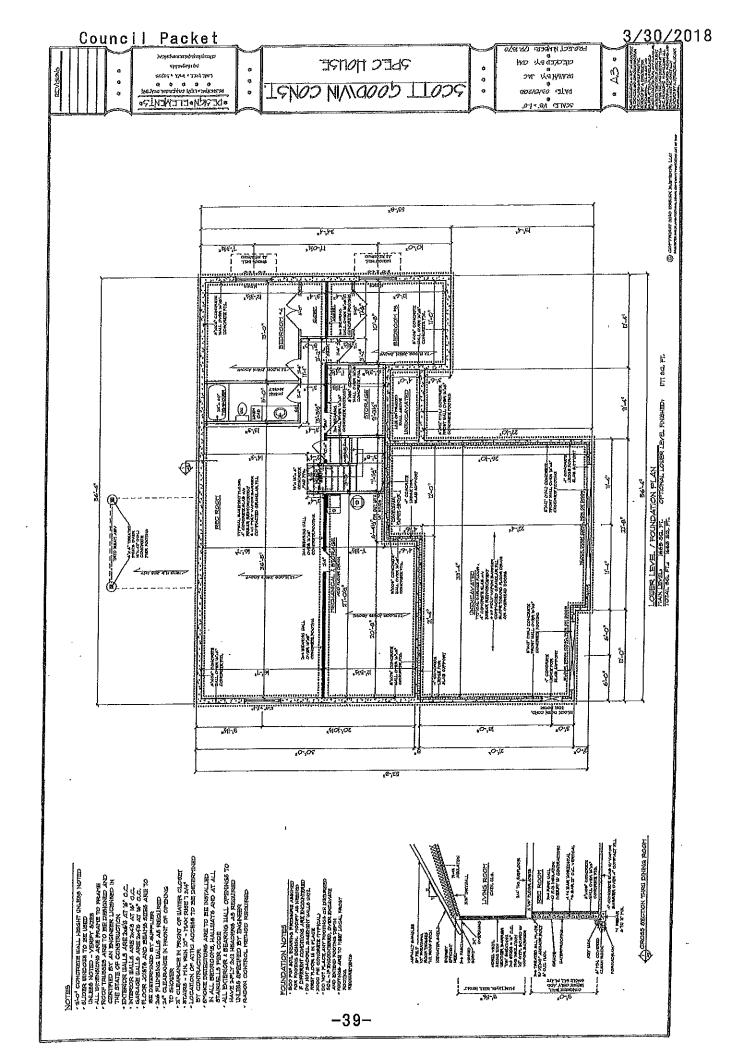
Rvsd 9/12

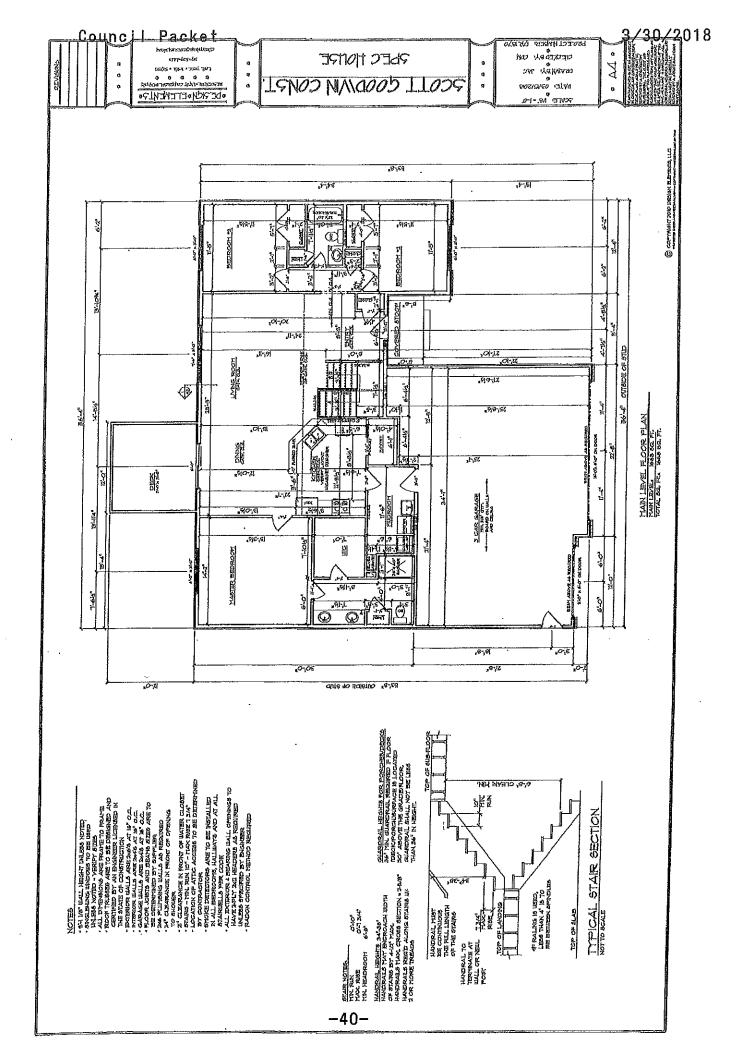














### **PROCLAMATION**

**WHEREAS**, the City of Riverside recognizes Junior Achievement of the Heartland's purpose to inspire and prepare young people to succeed in a global economy.

**WHEREAS**, the City of Riverside will observe Junior Achievement Day on April 5, 2018, as an opportunity to recognize and celebrate Junior Achievement of the Heartland for empowering our young people to own their economic success.

**WHEREAS**, Junior Achievement of the Heartland's educational contribution equips our young people to become the next generation of productive employees and self-sufficient citizens to ensure the economic prosperity of Riverside.

**WHEREAS**, Junior Achievement of the Heartland includes opportunities for educators, parents and community volunteers to connect classroom learning to life after graduation.

**WHEREAS**, it is fitting for Riverside to support the goals of Junior Achievement of the Heartland, and we encourage the continuing partnership of business, education, and community in achieving these said goals.

whereas, it is fitting for parents, educators, businesses and other members of the community to join the celebration in an effort to ensure the future success and economic health of our young people and the communities in which they live.

**NOW, THEREFORE**, I, Allen Schneider, Mayor of Riverside, do hereby proclaim official recognition of April 5, 2018 as Junior Achievement Day in the City of Riverside.

Signed:	€:		
orgrious			

Mayor Allen Schneider