

COUNCIL PACKET

RIVERSIDE CITY COUNCIL MEETING: April 6, 2020

The Riverside City Council meeting opened at 6:00 pm in City Hall with Mayor Allen Schneider requesting roll call. Council members present were: Tom Sexton, Andy Rodgers, Edgar McGuire, Lois Schneider, and Jeanine Redlinger.

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

Sexton moved to approve the minutes of March 16th and March 23rd, 2020, expenditures and LaChiva Loka alcohol permit. Second by Rodgers, passed 5-0.

Sexton moved to pass Resolution #040620-01, Approving Street Maintenance contract with L.L. Pelling for estimate cost of \$16,287.75, with final street selection made by Administrator. Second by Rodgers, passed 5-0.

Council reviewed options for water payment procedures.

McGuire moved to suspend late fees and shut offs through May 15, 2020. Citizens need to contact City Hall for payment plan options. Second by Schneider, passed 5-0.

Council discussed Ambulance Director Job Description. A work session for Ambulance Service program will be on April 27, 2020.

Redlinger moved to adjourn at 7:12 p.m. Second by Schneider, passed 5-0.

Full content of Council Meetings can be viewed on the City web site; riversideiowa.gov

Council Meeting – Monday, April 20th, 2020 at 6:00 p.m.

Ambulance Work Session – Monday, April 27th, 2020 at 6:00 p.m.

ATTEST:


Becky LaRoche; City Clerk


Allen Schneider; Mayor

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	EXPENDITURES 04-20-20				
	COUNCIL MEETING	UNPAID BILLS:			
1	CRESENT ELECTRIC	RVFD	002-5-150-6310	\$ 29.34	
2	CUSTOM TREE SERVICE	CHIP PILE AT TRAIL	001-5-510-6320	\$ 120.00	
3	DINGES FIRE CO	RVFD	002-5-150-6356	\$ 1,499.75	
4	FELD FIRE	RVFD- SIAMESE STORZ	002-5-150-6310	\$ 1,092.60	
5	HEIMAN	50% DIGITAL FLOWMETER	002-5-150-6354	\$ 2,344.50	
6	HENRY SCHEIN	EMS SUPPLY	002-5-150-6375	\$ 228.94	
7	I.C. LANDFILL	CLEAN-UP	001-5-510-6320	\$ 19.50	
8	IOWA PAPER	PARKS	001-5-430-6325	\$ 110.43	
9	JOHNSON CO REFUSE	APRIL GARBAGE CARTS	670-5-840-6499	\$ 7,120.75	
10	KALONA AUTO	SHOP	001-5-210-6331	\$ 32.62	
11	KALONA AUTO	PARKS	001-5-430-6504	\$ 46.47	
12	KALONA AUTO	RFVD	002-5-150-6352	\$ 1,020.08	\$ 1,099.17
13	LEAF	COPIER LEASE	001-5-650-6496	\$ 156.50	
14	MENARDS	PARKS	001-5-430-6504	\$ 83.82	
15	MMS	4TH STREET	301-5-750-6777	\$ 14,398.54	
16	MMS	DOLLAR GENERAL	001-5-650-6407	\$ 323.75	
17	MMS	NORTHERN HEIGHTS	301-5-750-6784	\$ 1,583.95	
18	MMS	ASH ST	301-5-750-6789	\$ 2,649.96	\$ 18,956.20
19	NORTHLAND SECURITIES	PLANNING	001-5-650-6499	\$ 1,500.00	
20	OFFICE EXPRESS	CITY HALL	001-5-650-6506	\$ 154.12	
21	PAWS & MORE	CONTRIBUTION	001-5-190-6413	\$ 223.00	
22	REC	SIGN	001-5-520-6510	\$ 83.47	
23	REC	LIFT STATION	610-5-815-6371	\$ 97.20	
24	REC	WWW PLANT	610-5-815-6371	\$ 3,871.50	
25	REC	SHOP	001-5-210-6371	\$ 45.62	
26	REC	WATER PLANT	600-5-810-6371	\$ 3,062.70	
27	REC	TRAFFIC LIGHT	001-5-230-6371	\$ 169.12	
28	REC	CASINO L/S	610-5-815-6371	\$ 226.70	\$ 7,556.31
29	RIVERSIDE HISTORY CENTER	1ST QTR GRANT	145-5-650-6413	\$ 5,286.39	
30	RTM	FD- FUEL	002-5-150-6350	\$ 192.61	
31	SIMON REPAIR LLC	RVFD	002-5-150-6352	\$ 165.27	
32	STANDARD PEST CONTROL	CITY BUILDINGS	001-5-650-6310	\$ 60.00	
33	US CELLULAR	RVFD	002-5-150-6332	\$ 94.95	
34	US CELLULAR	ADMIN PHONE	001-5-650-6373	\$ 48.46	\$ 143.41
35	VAN METER	RVFD	002-5-150-6310	\$ 16.09	
36	VISA	PARKS	001-5-430-6325	\$ 463.13	
37	VISA	CLERK MEETING	001-5-650-6240	\$ 12.95	
38	VISA	POSTAGE	001-5-650-6508	\$ 5.15	
39	VISA	USTREAM- MAR	001-5-650-6494	\$ 105.93	
40	VISA	IMFOA-SMART CONF	001-5-650-6240	\$ 250.00	
41	VISA	MS OFFICE 365	001-5-650-6495	\$ 1,248.00	
42	VISA	DOG PARK SIGNS	145-5-650-6430	\$ 139.64	
43	VISA	WEDGE-ADMIN	001-5-650-6240	\$ 40.00	
44	VISA	GoToMeeting BUSINESS	001-5-650-6495	\$ 197.30	\$ 2,462.10
45	WA CO AUDITOR	2ND QTR LAW CONTRACT	001-5-110-6499	\$ 23,876.00	
46	WA. CO. RECORDER	RECORDING FEE	001-5-650-6401	\$ 162.00	
47	*****	TOTAL BILLS		\$ 74,658.80	
48					
49		PAID BILLS:			
50	IOWA DEPT OF REVENUE	IOWA WITHHOLDINGS - 2020 MAR		\$ 1,023.00	
51	IOWA DEPT OF REVENUE	IOWA SALES TAX - 2020 MAR		\$ 841.00	
52	IOWA DEPT OF REVENUE	IOWA WET TAX - 2020 MAR		\$ 1,454.00	
53	IPERS	CONTRIBUTIONS - 2020 MAR		\$ 3,914.58	
54	IRS	941 TAX DEPOSIT - 2020 MAR		\$ 5,489.29	
55	PAYROLL	PAYROLL - 2020 MAR		\$ 19,052.01	
56	1ST NAT'L BANK	HEALTH SAVINGS ACCOUNT		\$ 1,500.00	
57		TOTAL PAID BILLS			\$ 33,273.88
58	*****	TOTAL EXPENDITURES		\$ 107,932.68	
59					
60	"001"	GENERAL FUND		\$ 29,537.34	
61	"002"	FIRE DEPT.		\$ 6,684.13	
62	"110"	ROAD USE FUND		\$ -	
63	"145"	CASINO FUNDS		\$ 5,426.03	
64	"200"	DEBT SERVICE		\$ -	
65	"301"	CAPITAL PROJECTS		\$ 18,632.45	
66	"600"	WATER FUND		\$ 3,062.70	
67	"610"	SEWER FUND		\$ 4,195.40	
68	"670"	LANDFILL		\$ 7,120.75	
69	*****	TOTAL EXPENDITURES BY FUND		\$ 74,658.80	
70					

COUNCIL PACKET

71					
72	MTD TREASURERS REPORT	3/31/2020	REVENUES	EXPENSES	BALANCE
73	GENERAL FUND		\$ 21,105.40	\$ 43,769.45	\$ 149,721.06
74	FIRE DEPT FUND		\$ 5.00	\$ 8,343.89	\$ 114,320.84
75	ROAD USE TAX FUND		\$ 5,033.53	\$ 1,163.97	\$ 168,958.26
76	LOCAL OPTION SALES TAX		\$ 8,330.20	\$ -	\$ 223,696.31
77	CASINO REVENUE RUND		\$ 102,012.59	\$ 1,126.28	\$ (265,740.34)
78	DEBT SERVICE		\$ -	\$ -	\$ 221,750.00
79	CAPITAL PROJECTS FUND		\$ 247,635.92	\$ 540.50	\$ 941,862.87
80	COMMUNITY CENTER FUNDS		\$ 172.01	\$ -	\$ 902,233.79
81	WATER FUND		\$ 27,963.61	\$ 18,522.45	\$ 482,477.76
82	SEWER FUND		\$ 25,401.47	\$ 17,115.00	\$ 238,307.27
83	GARBAGE/LANDFILL FUND		\$ 6,981.61	\$ 7,103.25	\$ 9,503.42
84	STORM WATER FUND		\$ 1,522.90	\$ -	\$ (172.17)
85	TOTAL		\$ 446,164.24	\$ 97,684.79	\$ 3,186,919.07

CITY OF RIVERSIDE
MTD TREASURERS REPORT
AS OF: MARCH 31ST, 2020

UND	BEGINNING CASH BALANCE	M-T-D REVENUES	M-T-D EXPENSES	CASH BASIS BALANCE	NET CHANGE OTHER ASSETS	NET CHANGE LIABILITIES	ACCRUAL ENDING CASH BALANCE
001-GENERAL FUND	169,097.29	21,105.40	43,769.45	146,433.24	(1,700.91)	786.91	148,921.06
002-FIRE DEPARTMENT	122,659.73	5.00	8,343.89	114,320.84	0.00	0.00	114,320.84
110-ROAD USE TAX	165,088.70	5,033.53	1,163.97	168,958.26	0.00	0.00	168,958.26
121-LOCAL OPTION SALES TAX	215,366.11	8,330.20	0.00	223,696.31	0.00	0.00	223,696.31
125-TIF	0.00	0.00	0.00	0.00	0.00	0.00	0.00
145-CASINO REVENUE FUND	(362,210.14)	102,012.59	126.28	(260,323.83)	0.00	(5,416.51)	(265,740.34)
200-DEBT SERVICE	221,750.00	0.00	0.00	221,750.00	0.00	0.00	221,750.00
301-CAPITAL PROJECTS	694,767.45	247,635.92	540.50	941,862.87	0.00	0.00	941,862.87
302-COMMUNITY CENTER FUNDS	902,861.78	172.01	0.00	903,033.79	0.00	0.00	903,033.79
600-WATER FUND	473,036.60	27,963.61	18,522.45	482,477.76	0.00	0.00	482,477.76
610-SEWER FUND	230,020.80	25,401.47	17,115.00	238,307.27	0.00	0.00	238,307.27
670-LANDFILL/GARBAGE	9,625.06	6,981.61	7,103.25	9,503.42	0.00	0.00	9,503.42
680-STORM WATER	(1,695.07)	1,522.90	0.00	(172.17)	0.00	0.00	(172.17)

RAND TOTAL

2,840,368.31

446,164.24

96,684.79

3,189,847.76

(1,700.91)

(4,629.60)

3,186,919.00

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*** END OF REPORT ***

RIVERSIDE FIRE DEPARTMENT

FIRE / RESCUE / EMS / HAZMAT



March 2020 Update

Calls for Service:

Medicals - 12
Structure Fires – 1
Grass Fire – 1
ATV Accident – 1

Total calls – 15 calls for service in March

RFD responded to a mix of calls for the month some of which were challenging. We had a house fire that started in the basement and caused significant fire and smoke damage to the basement. A basement fire is one of the most dangerous areas to have a fire in a house. This challenging fire was handled quickly by RFD members and our mutual aid partners. (Kalona, Ainsworth) others were requested but cancelled due to the quick knockdown of the fire. The members then spent several hours cleaning equipment and getting it ready for the next call, no injuries reported and no damage to equipment.

Training:

The monthly meeting and training for March was cancelled due to COVID-19

RESA:

The upcoming pancake breakfast was cancelled due to COVID-19

Other News

The Chiefs attended meetings to cover COVID-19 response in Washington county. As you all know this is a weird and difficult time, we have several precautions in place for responding to medical calls to keep our members as safe as possible along with providing care to the patient. The next 2-4 weeks could be very challenging for everyone as we see the numbers to rise and predications to go way up. We monitor the situation daily and provide our members with the most current guidance from the Iowa Dept. of Public Health, CDC and our partners in Washington and Johnson county.

“WE”RE STILL HERE AND READY TO RESPOND”

Thanks
Fire Chief Smothers



Date: April 9, 2020

To: Riverside Council

From: Bill Stuke, Operator

O & M Report: March 2020

Water Operation & Maintenance

- Well 6 in Hall Park was flushed.
- I investigated a leak at Ron's Autobody, we were unable to identify the cause of the leak and will monitor for more leak conditions.
- We updated our SOP's and sent into the region office as a contingency with the Covid-19. If Coby or I were to become ill or quarantined, these SOP's would help guide another operator to help run Riverside's facilities in our absence.
- I met with ITC in Railroad Park to determine the source of a 1 ½" metal line. The line appeared to be an abandoned gas line, but MidAmerican was denying the line was there. With MidAmerican's permission we drilled a small hole in the line to determine if it was in fact an abandoned gas line or an active water service. The line was determined to be an abandoned gas line and ITC will be gutting the line out of the way to make room for their poles.
- 26 locates, all complete.

Wastewater Operation & Maintenance

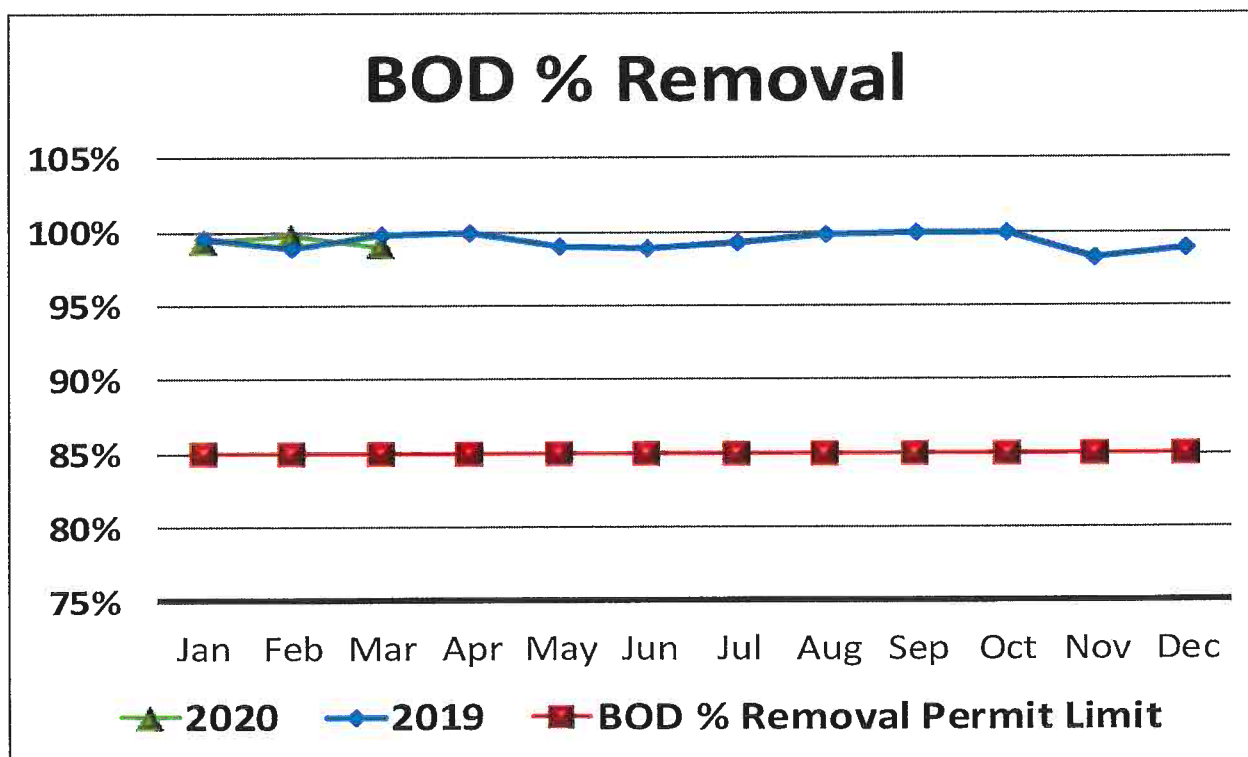
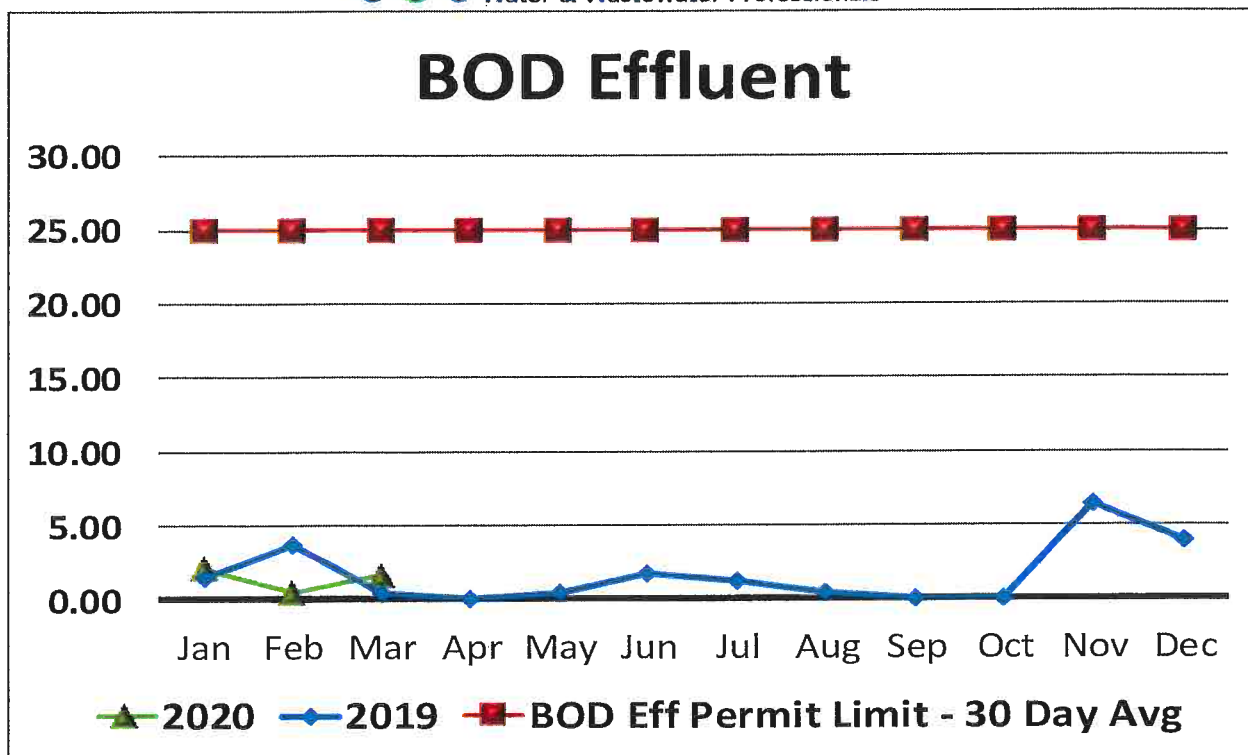
- The new PLC at lift station 3 was not displaying the pump hours. Jetco came onsite and corrected the issue and we are now able to record pump hours.
- UV banks were cleaned, serviced and installed ahead of the mandatory March 15th installation date. Some of the units are needing new ballasts and hour meters, but parts have been difficult to locate for these units as there are not many companies that carry this brand.



- Flow meters were calibrated at the sewer plant per DNR recommendations to annually calibrate wastewater flow meters.
- I met with some staff from the University of Iowa water dept. about leasing one of our lagoons for their lime sludge storage. They are looking to use our north pond and have access to the facility seven days per week with an anticipated 3-5 trucks per day. It was discussed with them about the condition of the access road and the extra traffic. They are willing as part of the contract to PCC pave the road from the highway up through the plant and a pad to dump their lime sludge. We are currently waiting on a draft contract for review.

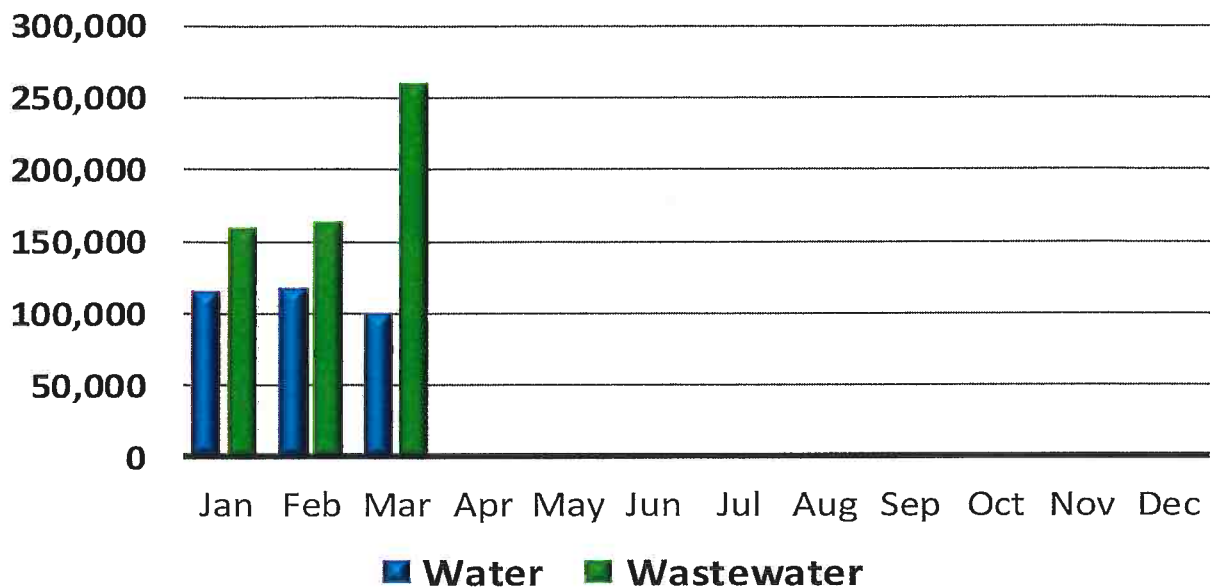
Iowa Department of Natural Resources

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**Average Daily Water Pumped vs. Wastewater
In Gallons**



Contract True-Ups - Current Contract Year				
Item	Budgeted Amount	Amount Spent	% of Budget	% of Time
Chemical Budget	\$25,670.00	\$14,569.04	57%	75%
Maintenance Budget	\$21,391.00	\$9,057.46	42%	75%
Total	\$47,061.00	\$23,626.50	50%	75%



		March-20	February-20	March-19
Water				
Total Monthly Pumped	gallons	3,111,000	3,423,000	4,109,000
Average Daily Pumped	gallons	100,350	118,030	135,550
Maximum Daily Pumped	gallons	186,000	186,000	238,000
Minimum Daily Pumped	gallons	39,000	80,000	62,000
Chlorine				
Chlorine - Total Avg Residual Plant	mg/L	1.33	1.53	1.36
Chlorine - Total Avg Residual System	mg/L	1.12	1.07	0.98
Chlorine - Recommended Residual System	mg/L	0.30	0.30	0.30
Chlorine used	lbs	95.00	102.00	130.00
Iron				
Iron - Avg Raw	mg/L	1.90	1.87	1.74
Polyphosphate				
Polyphosphate - Avg Residual	mg/L	1.50	1.23	1.50
Polyphosphate - Recommended Residual	mg/L	0.5 - 2.0	0.5 - 2.0	0.5 - 2.0
Polyphosphate used	lbs	9.00	11.00	15.50
Water Loss				
Water Billed	gallons	2,679,830	2,802,417	2,653,774
Water used in main breaks/hydrant flushing	gallons	0	50,000	50,000
Water used at city buildings	gallons	64,657	82,015	87,300
Loss	gallons	21%	19%	32%
Wastewater				
BOD				
BOD Influent Avg	mg/L	160	228	284
BOD Effluent Avg	mg/L	2	0.5	1
BOD Eff Permit Limit - 30 Day Avg	mg/L	25	25	25
BOD % Removal	%	98.98%	99.70%	99.82%
BOD % Removal Permit Limit	%	85%	85%	85%
TSS				
TSS Influent Avg	mg/L	167	126	245
TSS Effluent Avg	mg/L	5	1	0
TSS Effluent Permit Limit - 30 Day Avg	mg/L	30	30	30
TSS % Removal	%	97.15%	99.00%	100.00%
TSS % Removal Permit Limit	%	85%	85%	85%
Nitrogen Ammonia				
NA Effluent Avg	mg/L	0	1	1
NA Effluent Permit Limit - 30 Day Avg	mg/L	10	17	10
Influent Flow				
Total Monthly	gallons	8,047,500	4,726,000	10,513,000
Average Daily	gallons	259,596	162,965	339,129
Maximum Daily	gallons	757,300	311,800	820,100
Minimum Daily	gallons	76,200	61,300	170,100
Permit Limit - 30 Day Avg	gallons	444,000	444,000	444,000
Permit Limit - Daily Maximum	gallons	1,425,000	1,425,000	1,425,000

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RIVERSIDE--MARCH '20

Water Plant Maintenance

<u>Date</u>	<u>Vendor List</u>	<u>Description</u>	<u>Total</u>
3/22/20	First National Bank, VISA	Supplies	\$3.21
		Total	\$3.21

Water System Maintenance

<u>Date</u>	<u>Vendor List</u>	<u>Description</u>	<u>Total</u>
3/22/20	First National Bank, VISA	Supplies	\$16.92
		Total	\$16.92

Wastewater Plant Maintenance

<u>Date</u>	<u>Vendor List</u>	<u>Description</u>	<u>Total</u>
3/22/20	First National Bank, VISA	Supplies	\$47.71
		Total	\$47.71

Wastewater System Maintenance

<u>Date</u>	<u>Vendor List</u>	<u>Description</u>	<u>Total</u>
		Total	\$0.00

Water Plant Maintenance	\$3.21
Water System Maintenance	\$16.92
W/W Plant Maintenance	\$47.71
W/W System Maintenance	\$0.00
Month Total	<u>\$67.84</u>

Annual Maintenance Budget \$21,391.00

Total Maintenance Dollars \$9,057.46
Spent Year to Date

Percent Maintenance Budget 42%
Spent Year to Date

COUNCIL PACKET



RIVERSIDE - MARCH '20

Water System Chemicals

<u>Date</u>	<u>Vendor List</u>	<u>Description</u>	<u>Total</u>
3/11/20	Hawkins	Sodium Hypochlorite	\$247.50
3/11/20	Hawkins	Fluoride	\$138.00
3/11/20	Hawkins	Polyphosphate	\$345.42
		Total	\$730.92

Wastewater System Chemicals

<u>Date</u>	<u>Vendor List</u>	<u>Description</u>	<u>Total</u>
		Total	\$0.00

Water System Chemicals	\$730.92
W/W System Chemicals	\$0.00
Month Total	\$730.92

Annual Chemical Budget \$25,670.00

Total Chemical Dollars Spent Year to Date \$14,569.04

Percent Chemical Budget Spent Year to Date 57%

Maintenance Month Total	\$67.84
Chemical Month Total	\$730.92
Month Total	\$798.76

Annual Budget \$47,061.00

Total Spent Year to Date \$23,580.56

Percent Budget Spent Year to Date 50%

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Date completed	Equipment	Task
3/12/2020	BLOWERS	Monthly PM
3/18/2020	BLOWER #1	Service Equipment
3/18/2020	BLOWER #2	Service Equipment
3/18/2020	BLOWER #3	Service Equipment
3/13/2020	WWTP GENERATOR	Monthly PM
3/13/2020	WWTP GENERATOR	Schedule Appointment
3/6/2020	LIFT STATION #1	LS Monthly PM
3/13/2020	LIFT STATION #1	LS Quarterly PM
3/6/2020	LIFT STATION #2	LS Monthly PM
3/13/2020	LIFT STATION #2	LS Quarterly PM
3/6/2020	LIFT STATION #3	LS Monthly PM
3/13/2020	LIFT STATION #3	LS Quarterly PM
3/6/2020	LIFT STATION #4	LS Monthly PM
3/13/2020	LIFT STATION #4	LS Quarterly PM
3/6/2020	LIFT STATION #5	LS Monthly PM
3/13/2020	LIFT STATION #5	LS Quarterly PM
3/12/2020	MAIN LIFT STATION	LS Monthly PM
3/12/2020	EFFLUENT SAMPLER	Monthly PM
3/12/2020	INFLUENT SAMPLER	Monthly PM
3/12/2020	SCREEN UNIT	Monthly PM
3/13/2020	UV SYSTEM	Monthly PM
3/13/2020	FIRE EXTINGUISHERS	Inspection
3/18/2020	Water Plant Aerator	Inspection
3/13/2020	FILTER	Monthly PM
3/13/2020	CARTRIDGE FILTERS	Monthly PM
3/6/2020	DEHUMIDIFIERS	Monthly PM
3/6/2020	WATER PLANT GENERATOR	Monthly PM
3/13/2020	WATER PLANT GENERATOR	Schedule Appointment
3/6/2020	HIGH SERVICE PUMPS	Monthly PM
3/6/2020	WATER PLANT HEATER	Inspection
3/6/2020	FIRE EXTINGUISHERS	Inspection

RESOLUTION #042020-01

**RESOLUTION TO APPROVE THE PURCHASE
OF A NEW DISC MOWER**

WHEREAS, the City of Riverside City Council finds the need to replace a city owned disc mower. The City will purchase a new _____ disc mower in the amount of \$ _____ from _____

THEREFORE, BE IT RESOLVED, the City of Riverside City Council, hereby approves the purchase of the disc mower.

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

Roll Call: Redlinger, Schneider, Sexton, Rodgers, Mc Guire

Ayes:

Nays:

Absents:

Signed: _____ Date: _____

Allen Schneider, Mayor

Attest: _____ Date: _____

Becky LaRoche, City Clerk

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Quotes for disc mower

Farmers Supply John Deere			
	John Deere	Base Price	\$14,137.00
		Attachments	\$1,124.68
		freight	\$107.00
		Set up	\$1,200.00
		Discount	(\$2,813.51)
		trade in	(\$1,250.00)
		Final Cost	\$ 12,505.17

Morning Sun Farm Implement			
	2020 Kubota	Base Price	\$11,800.00
		govt disc	\$ (900.00)
		trade in	\$ (1,000.00)
		Final Cost	\$ 9,900.00

	2020 Massey Ferguson		\$ 12,000.00
		govt disc	\$ (2,000.00)
		trade in	\$ (1,000.00)
		Final Cost	\$ 9,000.00

Schnoebelen, Inc			
		Base Price	\$12,410.00
		govt disc	(\$3,110.00)
		trade in	\$ (1,550.00)
		freight	\$ 250.00
		set up	\$ 300.00
		Final Cost	\$ 8,300.00

Stutsman, Inc			
	2020 Krone	Base Price	\$11,950.00
		trade in	\$ (550.00)
		Final Cost	\$ 11,400.00

RESOLUTION #042020-02

**RESOLUTION TO APPROVE CONTRACT WITH LUND FIRE
PROTECTION TO PROVIDE FIRE CODE PLAN REVIEW**

Whereas, the City of Riverside agrees to enter into a contract with Lund Fire Protection for Fire Code plan review of Commercial Remodeling and Construction Building Permits. Review Fees will be paid by developer.

Therefore, be it resolved the City of Riverside City Council does hereby approve to enter into this agreement with Lund Fire Protection for fire code review of commercial property building permits.

MOVED BY Councilperson _____, seconded by Councilperson _____, to approve the foregoing resolution.

Roll Call: Redlinger, Schneider, Sexton, Rodgers, McGuire

Ayes:

Nays:

Absents:

Passed and Approved by the City Council of Riverside, Iowa and approved this 20th day of April, 2020.

Signed: _____ Date: _____

Allen Schneider, Mayor

Attest: _____ Date: _____

Becky LaRoche, City Clerk

LUND FIRE PROTECTION SERVICES AGREEMENT

THIS LUND FIRE PROTECTION SERVICES AGREEMENT (the "Agreement") is made at Riverside, Iowa, on this ____ day of _____, 2020 by and between the CITY OF RIVERSIDE, a municipal corporation ("City") and LUND FIRE PROTECTION an Iowa corporation ("Lund"), who agree as follows:

1. **Services.** Subject to the terms and conditions set forth in this Agreement, Lund shall provide to the reasonable satisfaction of City the services set forth in the Lund's entitled "*Agreement Letter between Riverside and Lund Fire Protection*" dated ____ - ____ - ____ (hereafter, the "Scope of Services"), which incorporated herein by this reference. Lund represents that it is experienced in performing the work and will follow generally accepted professional standards in performance of the work. All services provided shall conform to all federal, state and local laws, rules and regulations and to the professional standards and practices. The terms and conditions set forth in this Agreement shall control over any terms and conditions in the Scope of Services to the contrary.

2. **Compensation, Fees and Term.**

a. **Compensation for services is outlined in Lund Fire Protection Plan Review Fee Schedule (hereafter, the "Fee Schedule")** which incorporated herein by this reference. This Agreement shall be effective for one year from the date of signing this agreement, unless otherwise terminated as set forth herein. Lund and City agree that this contract will continue year to year, except by written notice provided thirty (30) days prior to the renewal date. Lund reserves the right to change/amend the Fee Schedule with thirty (30) days written notice to City. Such changes may take place immediately if City agrees to changes.

b. The referenced Fee Schedule shall include all costs, including, but not limited to, all clerical, administrative, overhead, insurance, reproduction, telephone, travel, auto rental, subsistence and all related expenses.

3. **Payment.** Lund shall not commence any plan review activities until such compensation is received from requesting contractor. City shall have no payment liability to Lund for services provided.

4. **Change Orders.** If building changes occur, and additional reviews are necessary, additional review shall be considered as new projects, and new fees assessed to the contractor.

5. **Licenses.** Lund represents that it and any subconsultants it may engage, possess any and all licenses which are required under state or federal law to perform the work contemplated by this Agreement.

6. **Independent Contractor.** At all times during the term of this Agreement, Lund shall be an independent contractor and not an employee of City. City shall have the right to control Lund only insofar as the result of Lund's services rendered pursuant to this Agreement.

COUNCIL PACKET

City shall not have the right to control the means by which Lund accomplishes services rendered pursuant to this Agreement. Lund shall, at its sole cost and expense, furnish all facilities, materials and equipment that may be required for furnishing services pursuant to this Agreement.

7. **Consultant Not Agent.** Except as City may specify in writing, Lund shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Lund shall have no authority, express or implied, to bind City to any obligation whatsoever.

8. **Time of Completion.** Lund shall employ all reasonable efforts to return reviewed plans and related documents to City in ten (10) business days. Lund reserves the right to extend the return time of any plan review due to the size and/or complexity of the plans.

10. **Products of Consultant.** Upon completion of the review, Lund will provide a written detailed report to City advising of changes, missing items and additional information required for acceptance. The documents, materials, manuals, reports, plans and other products produced or provided by Lund for this Agreement shall become the property of City upon receipt. City may use, reuse or otherwise utilize such products without restriction.

11. **Conflicts of Interest.** Lund agrees that it shall not make, participate in the making, or in any way attempt to use its position as a consultant to influence any decision of City in which Lund knows or has reason to know that Lund, its officers, partners, or employees have a financial interest.

12. **Indemnity.** In the event that City or Lund are subject to a civil action brought by an individual or entity for events or transactions arising out of or related to this agreement, City agrees to indemnify, defend and hold harmless Lund for any liability attributable to the following:

a. Any actions, duties, or obligations which were performed by City or were otherwise the responsibility of City including, but not limited to, approval, disapproval, and/or requirement of re-submission of new plans and related documents;

b. Any recommendations made by Lund which comply with all federal, state and local laws, rules and regulations as well as to the professional standards and practices of the industry; and

c. Any actions, duties, or obligations which do not fall under the scope of this agreement and, as a result, were not the responsibility of Lund.

d. However, the City is not responsible for negligence on part of Lund; it's officers, employee's and agents.

13. Insurance.

a. Lund shall maintain during the life of this Agreement, comprehensive general liability insurance or commercial general liability insurance written on an occurrence basis providing for a combined single limit of \$1,000,000 per occurrence for bodily injury, death and property damage.

b. Lund shall maintain during the life of this Agreement professional liability insurance covering errors and omissions arising out of the performance of this Agreement with a limit of \$1,000,000 per claim. Lund agrees to keep such policy in force and effect for at least two years from the date of completion of this Agreement.

c. Lund will determine its own needs in procurement of insurance to cover liabilities other than as stated above.

14. Termination. Either party, acting through its City Fire Chief or his designee, reserves the right to terminate this Agreement for any reason by giving thirty (30) days written notice of intent to terminate the other party. Thirty (30) days after receipt of notice, Lund shall cease work, unless the notice provides otherwise.

15. Maintenance and Inspection of Records. In accordance with generally accepted accounting principles, Lund and its subconsultants shall maintain reasonably full and complete books, documents, papers, accounting records, and other information (collectively, the "records") pertaining to the costs of and completion of services performed under this Agreement. The City and any of their authorized representatives shall have access to and the right to audit and reproduce any of Lund's records regarding the services provided under this Agreement. Lund shall maintain all such records for a period of at least six (6) months after termination or completion of this Agreement. Lund agrees to make available all such records for inspection or audit upon fourteen (14) days notice from the City, and copies thereof shall be furnished if requested. In the event that the City requests any records, the City is responsible for the costs associated with the reproduction and acquisition.

16. Attorneys' Fees. If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees, costs, and necessary disbursements, in addition to any other relief to which it may be entitled.

17. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Iowa.

18. Integration. This Agreement constitutes the entire agreement of the parties. No other agreement, oral or written, pertaining to the work to be performed under this Agreement shall be of any force or effect unless it is in writing and signed by both parties.

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19. **No Third-Party Beneficiaries.** It is expressly understood and agreed that the enforcement of these terms and conditions shall be reserved to the City and Lund. Nothing contained in the agreement shall give or allow any claim or right of action whatsoever by any third person. It is the express intent of the City and Lund that any such person or entity, other than the City or the Lund, receiving services or benefits under this agreement shall be deemed an incidental beneficiary.

20. **Notice.** Except as otherwise provided herein, all notices required under this Agreement shall be in writing and delivered personally or by certified mail, postage prepaid, to each party at the address listed below. Either party may change the notice address by notifying the other party in writing. Notices shall be sent by U.S. Mail. Notices shall be deemed received upon receipt of the return-receipt from the certified US Mail.

"LUND"

Lund Fire Protection
P.O. Box 459
Norwalk, Iowa 50211
Attn: Jonathan Lund

"CITY"

City of Riverside
60 Greene Sreet.
Riverside, Iowa 52327
Attn: Chad Smothers, Fire Chief

IN WITNESS of this Agreement, the parties have entered into this Agreement as of the year and day first above written.

LUND FIRE PROTECTION

CITY OF RIVERSIDE,

By: _____
Printed Name: _____
Title: _____

By: _____
Printed Name: _____
Title: _____

APPROVED AS TO FORM:

City Attorney

SCOPE OF SERVICES AGREEMENT

Between the City of Riverside and Lund Fire Protection, Inc.

Date:

Per section 104.7.2 of the 2006 International Fire Code, it is hereby requested that Lund Fire Protection, Inc. ("Lund Fire Protection") provide technical assistance to the Riverside Fire Department by reviewing fire protection system, site and life safety plans to determine the acceptability of technologies, processes, products, facilities, materials and uses attending the design, operation or use of a building or premises.

This process will include the reviewing of specific submittal requirements as set forth by Lund Fire Protection along with adopted International Fire Codes, International Building Codes, NFPA standards and Riverside Fire Department local amendments.

Upon completion of the review, Lund Fire Protection will give a written detailed report to the Riverside Fire Department advising of recommended changes, items missing from the reviewed plans, and additional information required for acceptance of such plans by the City of Riverside. It is then the City of Riverside' responsibility and duty to follow through with the recommendations contained in Lund Fire Protection's report, to approve or disapprove the reviewed plans, to require a re-submission of amended plans, and/or to request a subsequent review by Lund Fire Protection. Lund Fire Protection's written report is not intended as an acceptance or denial of the reviewed plans, rather its sole purpose is to advise the City of Riverside of shortcomings or deficiencies to be considered by the City of Riverside in its review of the plans. One copy of the reviewed plans shall be kept on file with Lund Fire Protection and one copy of the reviewed plans shall be forwarded back to the Riverside Fire Department for archiving. In the event the plans are submitted by a contractor for review by Lund Fire Protection, fees for service shall be handled directly between Lund Fire Protection and the contractor submitting the plans for review. In the event the plans are submitted by the City of Riverside for review by Lund Fire Protection, fees for service shall be handled directly between Lund Fire Protection and the City of Riverside.

It is requested by the Riverside Fire Chief that Lund Fire Protection review these plans with full acceptance of such plans only given by the Fire Chief or his designee.

LUND FIRE PROTECTION

CITY OF RIVERSIDE

By: _____
Printed Name: _____
Title: _____

By: _____
Printed Name: _____
Title: _____