CITY OF RIVERSIDE COUNCIL MEETING AGENDA
RIVERSIDE COUNCIL CHAMBERS
60 N GREENE ST

REGULAR MEETING
Monday, February 7, 2022 –6:00 p.m.

The meeting will be recorded and can be viewed live by visiting the city web site at www.riversideiowa.gov

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.

1. Call meeting to order

2. Approval of Agenda

3. Consent agenda

   a. Minutes from 1-4-2022 Special Meeting, 1-17-2022
   b. Expenditures for 2-7-2022
   c. Liquor License Kum & Go LC #80
   d. Planning and Zoning Commission Minutes 1-25-2022

4. **Public forum**: 3 minutes per person. See guidelines for public comments at the Clerk's table.

5. Presentation by Kelli Schneider-Community Center Donation

6. Resolutions, Ordinances

   a. Resolution #20220207-01 Approve Agreement with Sharon Telephone for Placement of Hut on River Street 13

   b. Resolution #20220207-02 Approve Journal Entry for Uncollectable Water Bills26

   c. Resolution #20220207-03 Approve Urban Renewal Report 27

   d. Resolution #20220207-04 Approve Retracement Plat of Survey, Lot 2 of Stumpf/Schilling Subdivision 29

   e. Resolution #20220207-05 Approve Engineering Services Agreement Water Plant Piping Modifications 36

   f. Resolution #20220207-06 Approve Listing of Lot 3 Commercial Drive with LKR 53

   g. Resolution #20220207-07 Set Public Hearing for Max Tax Levy FY23 56

   h. Resolution #20220207-08 Approve Certification of Lien 58

   i. Resolution #20220207-09 Approve Planning & Zoning Appointment 59

CITY OF RIVERSIDE COUNCIL MEETING AGENDA
RIVERSIDE COUNCIL CHAMBERS
60 N GREENE ST

j. Resolution #20220207-10 Approve Visu-Sewer Televising for 3rd St. Project62

k. Resolution #20220207-11 Approve City Council/Mayor Liaison Appointment 65

l. Resolution #20220207-12 Approve waiving of purchasing policy guidelines to purchase monitor pursuant to FEMA grant requirements 66

m. Resolution #20220207-13 Approve contract with All American Concrete, Inc for Railroad Park Project 74

n. Resolution #20220207-14 Set Public hearing on Proposed Plans, Specifications, Form of Contract and Estimated Costs for the Third Street Improvements 88

7. City Administrator Report 90

   a. Review of audit comments 93

   b. Possible change of date of 2nd meeting in February due to President's Day to Tuesday, February 22, 2202

   c. PeopleService LLC increase pg 99

   d. Request from citizen to review shoveling policy-width

   e. Policy regarding release of names with nuisances

   f. Budget review

8. Closing Comments

9. Motion to adjourn

RIVERSIDE SPECIAL MEETING: Tuesday, January 4, 2022

The Riverside City Council met in a special meeting on Tuesday, January 4, 2022, at the Riverside City Council Chambers. Mayor Allen Schneider called the meeting to order at 6:00 p.m. and following the Pledge of Allegiance requested roll call. Council members present: Tom Sexton, Edgar McGuire, Kevin Kiene, Lois Schneider, and Kevin Mills.

Motion made by McGuire, Schneider to approve agenda. Motion passed 5-0.

Motion made by McGuire, second by Schneider to go into Closed Session per Iowa Code Chapter 21.5 (1) (i). Roll call. All yes. Motion carried 5-0. Council entered closed session at 6:04 p.m.

Council returned to open session at 7:06 p.m.

Motion made by Sexton, second by Kiene to adjourn the meeting. Motion carried 5-0. Mayor adjourned the special meeting at 7:06 p.m.

Allen Schneider, Mayor

ATTEST:

Christine Yancey, City Administrator

RIVERSIDE CITY COUNCIL MEETING: Monday, January 17th, 2022

The Riverside City Council meeting opened at 6:00 pm at City Hall with Mayor Allen Schneider requesting roll call. Council members present: Tom Sexton, Edgar McGuire, Lois Schneider, and Kevin Mills. Kevin Kiene was absent.

Motion by Sexton to approve agenda. Second by McGuire, passed 4-0.

Sexton moved to approve the minutes of January 4th, expenditures and December Fire Department Report. Second by Mills, passed 4 -0.

Randy Tinnes, Patrol Lieutenant for Washington County, presented Sheriff's call report for December.

Bill Stukey, PeopleService, Inc. reviewed December water and wastewater report. Stukey gave update on water plant repairs, ROW fiber permits, and sewer connection at 21 E 2nd Street.

Kalona Public Library directors, Trevor Sherping and Olivia Kahler, presented the 2020/21 Annual Report to council.

Schneider moved to pass Resolution #20220117-01, Approving FY22-23 Contract for Kalona Library Services. Second by Mills, passed 4-0.

Schneider moved to pass Resolution #20220117-02, Appointing Tom Sexton as Mayor Pro Tem. Second by McGuire, passed 4-0.

Sexton moved to pass Resolution #20220117-03, Approving sale of GMC Suburban to Steve Rodgers of Wellman, in the amount of $7777. Second by McGuire, passed 4-0.

Schneider moved to table Resolution #20220117-04, Site Lease with Sharon Telephone Co. Second by Mills, Passed 4-0.

Sexton moved to pass Resolution #20220117-05, Approving Street Maintenance Cost Estimate for Seal Coat with LL Pelling. Second by Mills, passed 4-0.

McGuire moved to pass Resolution #20220117-06, Awarding bid for tree removal in Railroad Park to Custom Tree Service, of Riverside, in the amount of $3200. Second by Schneider, passed 4-0.

McGuire moved to pass Resolution #20220117-07, Approving change of record for city insurance to Southeast Iowa Insurance Services of Wellman. Second by Schneider, passed 4-0

McGuire moved to pass Resolution #20220117-08, Appointing City Depositories of Peoples Trust & Savings Bank, Hills Bank & Trust, and IPAIT, for year 2022. Second by Sexton, passed 4-0.

Yancey presented Admin's report and monthly financial updates.

Brian Boelk, Axiom Consultants gave options for holding a public meeting on 3rd Street Capital Improvement Street Project. Council set meeting for Wednesday, February 2nd, 2022 at 6 PM.

Mayor discussed committee appointments for 2022. Resolution dissolving Streets, Parks, Employee, Finance, and Grant committees will be on next agenda. Appointments to P & Z, Fire Dept. liaisons, and 911 Representative will be named at next meeting.

Mayor has set the next budget work session for Wednesday, January 26th at 6 PM.

Closing Comments: Requested further details on FD trends and having a FD representative attend meeting monthly or quarterly. Requests for copy of E911 minutes, and updated City contact list.

Schneider moved to adjourn at 8:07 p.m. Second by Sexton, passed 4-0.

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

P&Z Meeting – Tuesday, January 25th, 2022 at 6:00 pm.

Work Session – Wednesday, January 26th, 2022 at 6:00 pm.

Council Meeting – Monday, February 7th, 2022 at 6:00 pm.

ATTEST:

Becky LaRoche; City Clerk

Allen Schneider; Mayor

	EXPENDITURES FEBRUARY 7, 2022				
	COUNCIL MEETING	**BILLS**			
	A-TECH	FD- ALARMS	002-5-150-6356	$ 84.00	
	AERO RENTAL	REMOVE LIGHTS	001-5-510-6320	$ 481.75	
	AIRGAS	OXYGEN	002-5-150-6375	$ 282.81	
	ALLIANT ENERGY	PARKS	001-5-430-6371	$ 437.68	
	ALLIANT ENERGY	SEWER	610-5-815-6371	$ 959.81	
	ALLIANT ENERGY	CITY HALL	001-5-650-6371	$ 313.33	
	ALLIANT ENERGY	WATER	600-5-810-6371	$ 403.13	
	ALLIANT ENERGY	STREET LIGHTS	001-5-230-6371	$ 1,450.68	
	ALLIANT ENERGY	FIRE STATION	002-5-150-6330	$ 488.28	$ 4,052.91
	AXIOM	MEETING/EAST STREET	001-5-650-6407	$ 912.50	
	AXIOM	3RD STREET	301-5-750-6796	$ 20,918.75	
	AXIOM	RAILROAD PARK	301-5-750-6797	$ 9,253.75	$ 31,085.00
	BECKY LaROCHE	CELL STIPEND	001-5-650-6373	$ 50.00	
	BRYAN LENZ	CELL STIPEND	001-5-430-6373	$ 50.00	
	CUSTOM TREE SERVICE	ROW TREES/ BOISE ST	001-5-510-6495	$ 1,000.00	
	INTERNATIONAL L OF CITY	MEMBERSHIP	001-5-650-6210	$ 200.00	
	IOWA SOLUTIONS	SERVICE	001-5-650-6497	$ 448.25	
	IPI	STREET SIGNS	110-5-210-6415	$ 341.55	
	JAY STUELKE	CELL STIPEND	001-5-210-6373	$ 50.00	
	JOHNSON CO. REFUSE	SERVICE	670-5-840-6499	$ 6,981.25	
	KUM N GO	RVFD FUEL	002-5-150-6350	$ 392.76	
	KUM N GO	CITY FUEL	110-5-210-6331	$ 160.41	$ 553.17
	MEADON, SUEPPEL, DOWNER	LEAGAL	001-5-640-6411	$ 3,000.00	
	MENARDS	SHOP LIGHTS	001-5-210-6372	$ 47.58	
	MENARDS	FLAG ROPE	001-5-430-6325	$ 11.89	
	MENARDS	SHOP LIGHTS, WASHERS, NUTS	001-5-210-6372	$ 94.00	$ 153.47
	MID AMERICAN ENERGY	SHOP	001-5-210-6371	$ 458.01	
	MID AMERICAN ENERGY	RVFD	002-5-150-6330	$ 879.05	
	MID AMERICAN ENERGY	C HALL	001-5-650-6371	$ 175.58	$ 1,512.64
	PEOPLE SERVICES	JAN SERVICE	610-5-815-6500	$ 11,449.50	
	PEOPLE SERVICES	JAN SERVICE	600-5-800-6500	$ 11,449.50	$ 22,899.00
	STANDARD PEST CONTROL	CITY HALL	001-5-650-6310	$ 15.00	
	STANDARD PEST CONTROL	FD	002-5-150-6310	$ 15.00	
	STANDARD PEST CONTROL	WATER PLANT	600-5-810-6332	$ 15.00	
	STANDARD PEST CONTROL	SHOP	001-5-210-6506	$ 15.00	$ 60.00
	THE NEWS	PUBLICATION	001-5-650-6402	$ 218.96	
	**********	**TOTAL BILLS**		**$ 73,504.76**	
	DELTA DENTAL	JAN BILLING	001-5-430-6150	$ 272.74	
	LINCOLN NAT'L LIFE INS	JAN BILLING	001-5-620-6150	$ 288.55	
	MEDIACOM	CHALL	001-5-650-6373	$ 230.33	
	MEDIACOM	RVFD	002-5-150-6332	$ 222.68	
	US CELLULAR	RFD	002-5-150-6332	$ 115.37	
	US CELLULAR	CITY HALL	001-5-650-6373	$ 23.80	
	VERIZON	COLLECTORS	600-5-810-6373	$ 63.54	
	WELLMARK	BC/BS	001-5-620-6150	$ 5,080.48	
	WINDSTREAM	WATER INTERNET	600-5-810-6373	$ 157.20	
	WINDSTREAM	SHOP INTERNET	001-5-210-6371	$ 179.30	
	**********	**TOTAL PAID BILLS**		**$ 6,633.99**	
	**********	**TOTAL EXPENDITURES**		**$ 80,138.75**	
	TOTAL BY FUND				
	"001"	GENERAL FUND	$ 15,505.41		
	"002"	FIRE DEPARTMENT	$ 2,479.95		
	"110"	ROAD USE FUND	$ 501.96		
	"145"	CASINO FUNDS	$ -		
	"200"	DEBT SERVICE	$ -		
	"301"	CAPITAL PROJECTS	$ 30,172.50		
	"600"	WATER FUND	$ 12,088.37		
	"610"	SEWER FUND	$ 12,409.31		
	"680"	STORM SEWER	$ -		
	"670"	GARBAGE	$ 6,981.25		
	**********	**TOTAL EXPENDITURES**	**$ 80,138.75**		

Becky LaRoche

From: noreply@salesforce.com on behalf of IOWA ABD Licensing Support <elaps@iowaabd.com>
Sent: Monday, January 17, 2022 2:57 PM
To: Becky LaRoche
Cc: licensingnotification@iowaabd.com
Subject: Application App-153167 Ready for Review

Hello,

Application Number App-153167 has been set to "Submitted to Local Authority" status and is currently ready for your review.

Corp Name: Kum & Go LC

DBA: Kum & Go # 80

License Number: LE0001847

Application Number: App-153167

Tentative Effective Date: 7/1/2021

License Type: Class E Liquor License (LE)

Application Type: Amendment

Amendment Type: Ownership Updates

Thank you.

NOTICE: This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

The Riverside Planning and Zoning Commission met on Tuesday, January 25, 20022 at 6:00 p.m. in the Riverboat Room of City Hall with the following members present: Robert Schneider, Kris Westfall, Denise Retschly, Rob Weber, and Bob Yoder. Doug Havel was absent. As former chair Kevin Kiene had resigned due to being elected to City Council, City Administrator called the meeting to order at 6:10 p.m. and requested roll call.

Motion made by Bob Yoder, second by Kris Westfall to approve agenda. Motion carried 5-0.

Motion made by Bob Schneider, second by Bob Yoder to approve minutes of September 28, 2021. Motion carried 5-0.

After discussion, motion made by Bob Schneider, second by Bob Yoder to appoint Kris Westfall as Committee Chair. Motion carried 5-0.

Motion made by Bob Schneider, second by Bob Yoder to appoint Doug Havel as Vice Chair. Motion carried 5-0.

Commission reviewed Stumpf Plat of Survey for Auditor Parcel K in the two-mile radius of city limits. Brian Boelk of Axiom presented his requested changes to the plat and answered questions of commission members regarding access road to the lot located in the county through a lot in the city limits, vacating of the west end of 114th Street and possible future liability of the city to put a road in place if the land in the city limits is developed in the future. Tony Frederick of Hart-Frederick, acting on behalf of Stumpf Plat of Survey commented the county was requesting two access points, which was further addressed by Bob Schneider that Bob did not think the county required two accesses. Frederick stated that the preferred access to the lot was through the Stumpf property and not through Quail Court and a short access through Lot 8. Axiom also requested wording changes and comments that will need to be addressed in the plat prior to going to council for approval. Motion made by Bob Schneider, second by Bob Yoder to recommend approval to council of Stumpf Plat of Survey Auditor Parcel K provided wording is added to the recorded plat that the approval is based on the future developer would be responsible for any public improvements to the area. Once developed the recorded easement would go away and all improvements would be at the developer expense. Motion carried 5-0.

Motion made by Bob Yoder, second by Bob Schneider to adjourn meeting. Motion carried 5-0. Meeting adjourned at 6:45 p.m.

_____

Kris Westfall

_____

Christine Yancey, City Administrator

CITY OF RIVERSIDE

PLANNING AND ZONING COMMISSION MEETING

RIVERBOAT ROOM-CITY HALL

60 N GREENE ST

Tuesday, January 25, 2022, at 6:00 pm

1. Call meeting to order
2. Roll Call
3. Approval of the agenda
4. Approval of September 28, 2021, Minutes
5. Select Committee Chair
6. Select Committee Vice-Chair
7. Review of Stumpf Plat of Survey Auditor Parcel K-in two-mile radius of city limits
8. Adjourn meeting

PLANNING & ZONING COMMISSION MEETING

RIVERSIDE RIVERBOAT ROOM

60 N GREENE STREET

Tuesday, September 28, 2021 @ 6:00 pm

Members present: Kevin Kiene, Kris Westfall, Bob Yoder, Bob Schneider, Denise Reschly.
Others: Mayor Allen Schneider, Clerk Becky LaRoche, Council Tom Sexton, Nick Bettis-Axiom Consultants.

The meeting was called to order at 6:00 p.m. in City Hall by Chairperson Kiene

Yoder moved to approve agenda. Second by Reschly, passed 5-0.

Westfall moved to approve minutes of 8-24-21. Second by Yoder, passed 5-0.

Appointing Vice-Chairman was tabled.

Committee reviewed Zoning Regulation Chapter 165. Westfall recommended to update to **3. Fences and Hedges; A fences: 2.** "Fences and Hedges within the front yard shall not exceed 3 feet in height, and can not be constructed of more than 30% solid material." Second by Schneider, passed 5-0.

Bettis presented preliminary changes and improvements to Railroad Park. Committee recommended addition to plans;

1. 6' width on outer sidewalk path for skateboarding and bicycles path.
2. Keeping River Birch tree with green space between parking stalls.
3. Connect outer sidewalk loop with west end of picnic shelter with sidewalk.
4. Signage with total length (mile) of outer loop.

Yoder moved to adjourn at 6:35 pm. Second by Schneider, passed 5-0.

Kevin Kiene, Chairperson

Becky LaRoche, City Clerk

Becky LaRoche

From: tfrederick@hart-frederick.com
Sent: Monday, December 27, 2021 8:27 AM
To: Becky LaRoche
Subject: RE: RE: STUMPF TO SCHILLING SURVEY FOR REVIEW

Schilling is buying the parcel from Stumpf, Schilling wants to build a shed and possible home at a later date. The 2 entrances are to satisfy county requirements for the parcel owning 40 of public right of way.

From: cityclerk@riversideiowa.gov <cityclerk@riversideiowa.gov>
Sent: Thursday, December 23, 2021 1:58 PM
To: tfrederick@hart-frederick.com
Subject: RE: STUMPF TO SCHILLING SURVEY FOR REVIEW

Tony,
Can you give me a brief description of what this is for the council packet?
They will ask why this is being changed.

Thank-you,

Becky LaRoche
City Clerk
City of Riverside
60 N Greene Street
P.O. Box 188
Riverside, IA 52327
Office 319-648-3501
Cell 319-330-3091
cityclerk@riversideiowa.gov

From: tfrederick@hart-frederick.com <tfrederick@hart-frederick.com>
Sent: Tuesday, December 21, 2021 10:08 AM
To: Becky LaRoche <cityclerk@riversideiowa.gov>
Cc: schillingconstructionllc@gmail.com
Subject: STUMPF TO SCHILLING SURVEY FOR REVIEW

Becky,

Please add this plat to your next meeting for review.
If the town wishes to review I will add a signature block.

Please let me know if you have any questions or comments.

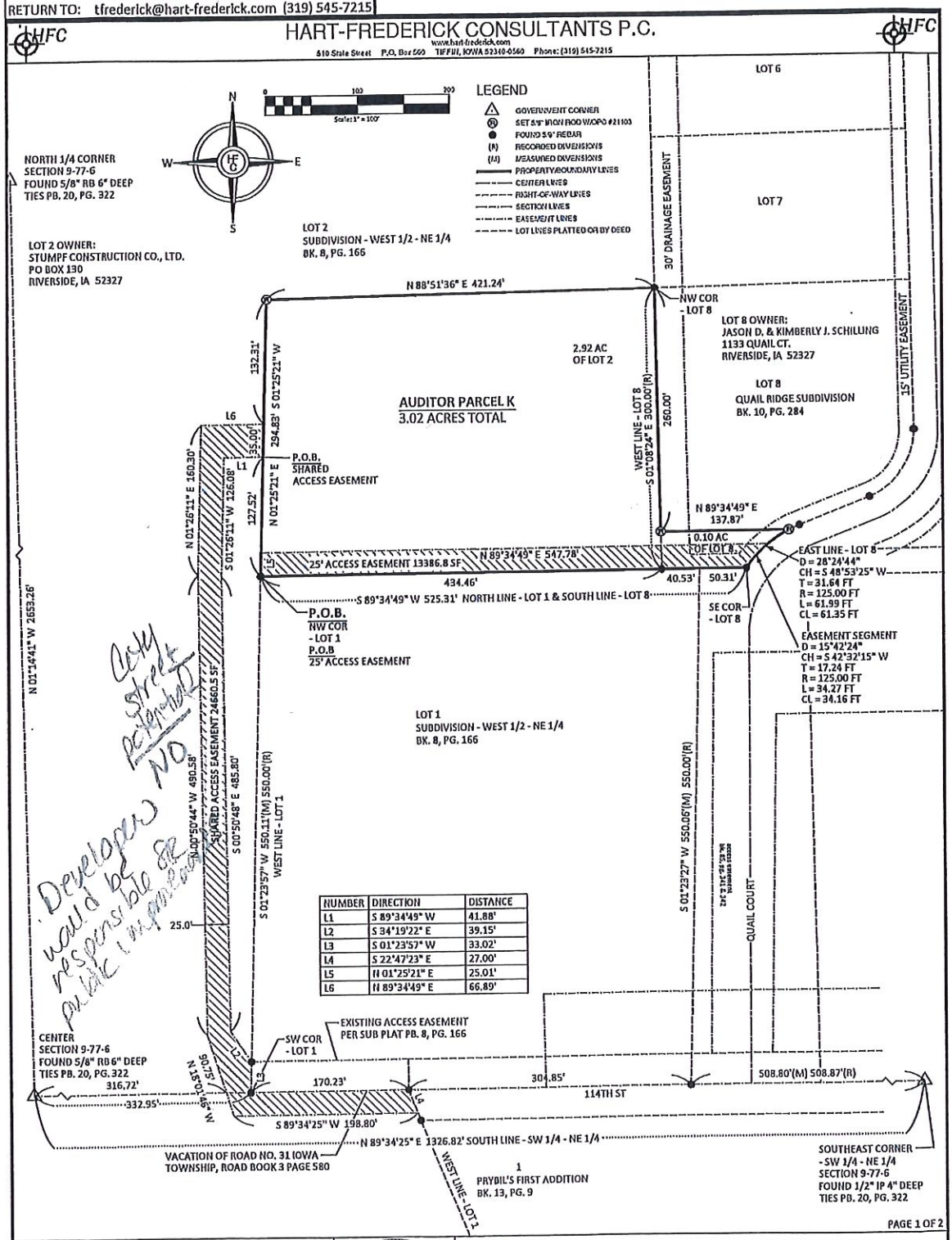
Thank you for your time,

TONY FREDERICK

INDEX LEGEND

LOCATION:	PART - LOT 2 - SUB - WEST 1/2 - NE 1/4 PART - LOT 8 - QUAIL RIDGE SUB - SECTION 9-77-6
REQUESTOR:	JASON SCHILLING
PROPRIETOR:	STUMPF CONSTRUCTION CO. LTD & JASON D. SCHILLING, ETAL
SURVEYOR:	ANTHONY D. FREDERICK, PLS #21103
COMPANY:	HART-FREDERICK CONSULTANTS P.C. 510 STATE ST. PO BOX 560 TIFFIN, IA 52340
RETURN TO:	tfrederick@hart-frederick.com (319) 545-7215

HART-FREDERICK CONSULTANTS P.C.
www.hart-frederick.com
510 State Street P.O. Box 560 TIFFIN, IOWA 52340-0560 Phone: (319) 545-7215



NUMBER	DIRECTION	DISTANCE
L1	S 89°34'49" W	41.88'
L2	S 34°19'22" E	39.15'
L3	S 01°23'57" W	33.02'
L4	S 22°47'23" E	27.00'
L5	N 01°25'21" E	25.01'
L6	N 89°34'49" E	66.89'

Clerk street permit? NO

Developers would be responsible for private improvements

PAGE 1 OF 2

I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Professional Land Surveyor under the laws of the State of Iowa.

Anthony D. Frederick, P.L.S. Date
Iowa License Number: 21103
My license renewal date is December 31, 2021.
Pages covered by this seal: THIS SHEET ONLY

PROFESSIONAL LAND SURVEYOR
ANTHONY D. FREDERICK
21103
IOWA

BASIS OF BEARING
IOWA RTN SOUTH

PLAT OF SURVEY
AUDITOR PARCEL K
PART - LOT 2 - SUB - WEST 1/2 - NE 1/4
PART - LOT 8 - QUAIL RIDGE SUB
SECTION 9-77-6
WASHINGTON COUNTY, IOWA

10

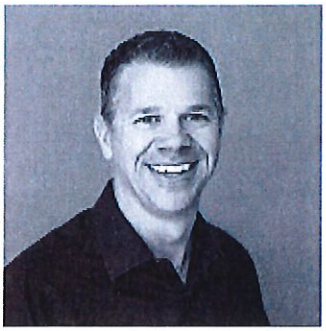
DATE:	11/21	DRN:	ADF	FLD BK:	GPS	PROJ. NO:	217264

Y:\2021 SURVEYS\217264 Schilling, Jason\Drawing\217264DWG, 12/21/2021 8:57:07 AM, DWG To PDF.pc3

Christine Yancey

From: Brian Boelk <bboelk@axiom-con.com>
Sent: Monday, January 17, 2022 12:57 PM
To: Christine Yancey
Cc: Nick Bettis
Subject: RE: Emailing: Stumpf two mile review
Attachments: Stumpf two mile review.pdf

Just realized I never responded to this Christine, my apologies. We will get this reviewed and comments back to you and Hart Frederick so you have for the P&Z meeting on Jan. 25th.



BRIAN BOELK PE, CPESC, CPMSM
Owner - Principal - Civil Services Manager

AXIOMCONSULTANTS

CBJ Best of the Corridor 2019-2021
w: axiom-con.com c: 319-400-1056

-----Original Message-----
From: Christine Yancey <cityadmin@riversideiowa.gov>
Sent: Tuesday, January 11, 2022 11:54 AM
To: Brian Boelk <bboelk@axiom-con.com>
Subject: [External] Emailing: Stumpf two mile review

Hi Brian,

At the last council meeting, the attached came up for a possible waiving of review of the plat since it is in the two-mile radius of Riverside. The question everyone has is the access. The city owns 114th St, which is gravel, but it ends before the west end access shown on the plat. The road into the development is private and in the county. Could you please review and give the city your feedback, and then it will go before Planning & Zoning.

Thanks,

Christine

NOTICE: This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

#5

January 27, 2022

Riverside Community Bldg
PO Box 188
Riverside IA 52327

To whom this may concern,

Riverside Casino & Golf Resort is pleased to present this check to your organization on behalf of our employee Kelli Schneider. As part of our company-sponsored Winning Hands employee volunteer program, Kelli volunteered her services to our community in 2021 and was rewarded with a check to a non-profit organization of her choice.

We hope this check helps your organization with its objectives and wish you much success during the 2022 year.

Sincerely,

Mary Whittaker

Winning Hands Committee
Riverside Casino & Golf Resort
319-648-1234 ext. 1107
mary.whittaker@riversidecasinoandresort.com

RECEIVED
JAN 3 1 2022
BY:

RESOLUTION #20220207-01

RESOLUTION APPROVING SITE LEASE WITH SHARON TELEPHONE COMPANY

Whereas, the City of Riverside City will enter into an agreement to lease space on River Street,

Therefore, be it resolved the City of Riverside City Council does hereby agree to enter into the attached site lease agreement with Sharon Telephone Company of Hills, IA, with no rental fee.

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

Roll Call: Sexton, McGuire, Schneider, Kiene, MIlls

Ayes:

Nays:

Absents:

Passed and approved by the City Council of Riverside, Iowa on this 7th day of February , 2022.

Signed: _____ Date:_____

Allen Schneider, Mayor

Attest: _____ Date: _____

Becky LaRoche, City Clerk

Site: 129-0005A

SITE LEASE WITH OPTION

THIS SITE LEASE WITH OPTION (this "Lease") is effective this 7th day of February, 2022, between the City of Riverside ("Landlord") and SHARON TELEPHONE COMPANY of 100 East Main Street, P.O. Box 280, Hills, IA 52235 (Tenant").

1. Option to Lease.

A. In consideration of the payment of Thirty-six hundred Dollars ($3,600.00) by Tenant to Landlord, Landlord hereby grants to Tenant an option to lease a portion of the real property described in attached Exhibit A (the "Property"), on the terms and conditions set forth herein (the "Option"). The Option shall be for an initial term, commencing on the date hereof and ending at 12:00 AM on the 8th of February, 2027 (the "Option Period").

B. During the Option Period and during the term of this Lease, Landlord agrees to cooperate with Tenant in obtaining, at Tenant's expense, all licenses and permits or authorizations required for Tenant's use of the Premises from all applicable government and/or regulatory entities (the "Governmental Approvals") agent for and Landlord agrees to cooperate with and to allow Tenant, at no cost to Landlord, to obtain a title report, zoning approvals and variances, conditional-use permits, perform surveys, soil tests, and other engineering procedures or environmental investigations on, under and over the Property, necessary to determine that Tenant's use of the Premises will be compatible with Tenant's engineering specifications, system design, operations and Governmental Approvals. During the Option Period, Tenant may exercise the Option by so notifying Landlord in writing, at Landlord's address in accordance with Section K, hereof.

2. Terms of Lease.

If Tenant exercises the Option, then, subject to the following terms and conditions, Landlord hereby leases to Tenant without the necessity of the Parties executing any additional lease instruments, that certain portion of the Property sufficient for placement of Facilities (as defined below), together with all necessary space and easements for access and utilities, as generally described and depicted in attached Exhibit B (collectively referred to hereinafter as the "Premises").

The Premises, located Description of property comprises approximately 400 (20' x 20') square feet part of parcel #0418278029 located on the north side of River Street in the City of Riverside, Iowa.

. Term. The initial term of this Lease shall be five years commencing on the date of the exercise of the option by Tenant, (the "Commencement Date"), and terminating at Midnight on the fifth anniversary of the Commencement Date.

B. Permitted Use. The Premises may be used by Tenant for the communications equipment and for the construction, maintenance, repair or replacement of related facilities, equipment or buildings and related activities. Tenant shall obtain, at Tenant's expense, all

Governmental Approvals and may (prior to or after the Commencement Date) obtain a title report, perform environmental and other surveys, soil tests, and other engineering procedures on, under and over the Property, necessary to determine that Tenant's use of the Premises will be compatible with Tenant's engineering specifications, system, design, operations and Governmental Approvals. Landlord agrees to reasonably cooperate with Tenant (at no cost to Landlord), where required, to perform such procedures or obtain Governmental Approvals. If necessary, Tenant has the right to immediately terminate this Lease if Tenant notifies Landlord of unacceptable results of any title report, governmental approvals, environmental survey or soil tests prior to Tenant's installation of the Facilities (as defined below) on the Premises.

C. Rent.

(i) Tenant shall pay Landlord, as Rent, an annual payment of Thirty-six Hundred Dollars ($3,600.00) ("Rent"). Rent shall be payable yearly in advance beginning on the Commencement Date and thereafter rent will be payable yearly in advance on each anniversary of the Commencement Date for the following year to Landlord, at Landlord's address specified in Section K below. For the purpose of this Lease, all references to "month" shall be deemed to refer to a calendar month.

(ii) If this Lease is terminated, Rent shall be prorated as of the date of termination for any reason other than a default by Tenant, and all prepaid Rent shall be refunded to Tenant.

D. Interference. Tenant shall not use the Premises in any way which interferes with the use of the Property by Landlord, or lessees or licensees of Landlord, with rights in the Property prior in time to Tenant's (subject to Tenant's rights under this Lease, including without limitation, non-interference). Similarly, Landlord shall not use, nor shall Landlord permit its tenants, licensees, employees, invitees or agents to use, any portion of the Property in any way which interferes with the operations of Tenant. Such interference shall be deemed a material breach by the interfering party, who shall, upon written notice from the other, be responsible for terminating said interference. In the event any such interference does not cease promptly, the injured party shall have the right, in addition to any other rights that it may have at law or in equity, to bring a court action to enjoin such interference or to terminate this Lease immediately upon written notice.

E. Improvements; Utilities; Access.

(i) Tenant shall have the right, at its expense, to erect and maintain on the Premises improvements, personal property and facilities necessary to operate its system, including without limitation electronic equipment shelter, and related cables and utility lines Tenant shall cause all construction to occur lien-free and in compliance with all applicable laws and ordinances. The Facilities shall remain the exclusive property of Tenant. Tenant shall remove the Facilities upon termination of this Lease.

(ii) Tenant, at its expense, may use any and all appropriate means of restricting access to the Facilities, including, the construction of a fence.

(iii) Tenant shall, at Tenant's expense, keep and maintain the Facilities now or hereafter located thereon in commercially reasonable condition and repair during the term of this

Lease, normal wear and tear excepted. Upon termination of this Lease, the Premises shall be returned to Landlord in ***good, usable condition, normal wear and tear excepted***.

(iv) Tenant shall have the right to install utilities, at Tenant's expense, and to improve the present utilities on the Premises (including, but not limited to the installation of emergency power generators). Tenant shall install separate meters for utilities used on the Property. Landlord shall diligently correct any variation, interruption or failure of utility service caused by the landlord.

(v) As partial consideration for Rent paid under this Lease, Landlord hereby grants Tenant an easement ("Easement") for ingress, egress, and access (including access as described in Section 1) to the Premises adequate to install and maintain utilities, which include, but are not limited to the installation of overhead or underground power and telephone service cable, and to service the Premises at all times during the term of this Lease or any Renewal Term. Upon prior written notice, provided Tenant's Facilities remain fully functional and continue to operate at full power, ***Landlord shall have the right, at Landlord's sole expense, to relocate the Easement to Tenant***, provided such new location shall not materially interfere with Tenant's operations. Any Easement provided hereunder shall have the same term as this Lease.

(vi) Tenant shall have 24-hours-a-day, 7-days-a-week access to the Premises at all times during the term of this Lease and any Renewal Term.

F. Termination. Except as otherwise provided herein, this Lease may be terminated, without any penalty or further liability as follows:

(i) Upon thirty (30) days' written notice by Landlord for failure to cure a material default for payment of amounts due under this Lease within that thirty (30) day period;

(ii) Upon thirty (30) days' written notice by either party if the other party defaults and fails to cure or commence curing such default within that 30-day period, or such longer period as may be required to diligently complete a cure commenced within that 30-day period;

(iii) Upon ninety (90) days' written notice by Tenant, if it is unable to obtain, maintain, or otherwise forfeits or cancels any license, permit or Governmental Approval necessary to the installation and/or operation of the Facilities or Tenant's business;

(iv) Upon ninety (90) days' written notice by Tenant if the Property, Building or the Facilities are or become unacceptable under Tenant's design or engineering specifications for its Facilities or the communications system to which the Facilities belong;

(v) Immediately upon written notice if the Premises or the Facilities are destroyed or damaged so as in Tenant's reasonable judgment to substantially and adversely affect the effective use of the Facilities. In such event, all rights and obligations of the parties shall cease as of the date of the damage or destruction, and Tenant shall be entitled to the reimbursement of any Rent prepaid by Tenant. If Tenant elects to continue this Lease, then all Rent shall continue while the Premises and/or Facilities are restored to the condition existing immediately prior to such damage or

destruction;

(vi) At the time title of the Property transfers to a condemning authority, pursuant to a taking of all or a portion of the Property sufficient in Tenant's determination to render the Premises unsuitable for Tenant's use. Landlord and Tenant shall each be entitled to pursue their own separate awards with respect to such taking. Sale of all or part of the Property to a purchaser with the power of eminent domain in the face of the exercise of the power shall be treated as a taking by condemnation.

(vii) Immediately upon written notice in the event that Tenant determines the existence of a violation of any environmental law or a condition that requires remediation under any environmental laws that existed as of and/or prior to the Commencement Date, or which may be the basis for assertion of any third-party claims. ***If Tenant elects to continue this Lease, Landlord shall be responsible for taking all actions necessary to investigate and remediate said contamination in accordance with Landlord's obligations as set out in Paragraph M.***

G. Taxes. Tenant shall pay any ***property*** taxes assessed on, or any portion of such taxes attributable to, the Facilities. Landlord shall pay when due all real property taxes and all other fees and assessments attributable to the Property. In the event that Landlord fails to pay said real property taxes, then Tenant shall have the right but not the obligation to pay said taxes and deduct them from Rent amounts due under this agreement.

H. Insurance and Subrogation.

(i) Tenant will provide Commercial General Liability Insurance in an aggregate amount of $1,000,000 and name Landlord as an additional insured on the policy or policies. Tenant may satisfy this requirement by obtaining appropriate endorsement to any master policy of liability insurance Tenant may maintain.

(ii) Landlord and Tenant hereby mutually release each other (and their successors or assigns) from liability and waive all right of recovery against the other for any loss or damage covered by their respective first party property insurance policies for all perils insured thereunder. in the event of such insured loss, neither party's insurance company shall have a subrogated claim against the other.

I. Hold Harmless. Tenant agrees to hold Landlord harmless from claims arising from the installation, use, maintenance, repair or removal of the Facilities, except for claims arising from the negligence or intentional acts of Landlord, its employees, agents or independent contractors, and except for claims released under the provisions of Section I (ii) of this Agreement.

J. Notices. All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed given if personally delivered or mailed, ***certified mail, return receipt requested***, or sent by overnight carrier to the following addresses:

If to Tenant: Sharon Telephone Company
100 E. Main Street, P.O. Box 280

Hills, IA 52235
Phone: (319) 679-2211
Fax: (319) 679-2200

If to Landlord: City of Riverside
PO Box188
60 N Greene Street
Riverside, IA 52327
Phone: (319) 648-3501

K. Quiet Enjoyment, Title and Authority. Landlord covenants and warrants to Tenant that (i) Landlord has full right, power and authority to execute this Lease; (ii) it has good and unencumbered title to the Property free and clear of any liens or mortgages, except those disclosed to Tenant which will not interfere with Tenant's rights to or use of the Premises; and (iii) execution and performance of this Lease will not violate any laws, ordinances, covenants, or the provisions of any mortgage, lease, or other agreement binding on Landlord.

L. Hazardous Substances. Tenant agrees that it will not use, generate, store or dispose of any Hazardous Material on, under, about or within the Premises in violation of any law or regulation. Landlord represents, warrants and agrees (i) that to Landlord's best knowledge, neither Landlord nor any third party has used, generated, stored or disposed of, or permitted the use, generation, storage or disposal of, any Hazardous Material on, under about or within the Premises in violation of any law or regulation, except as disclosed herein, and (ii) that Landlord will not, and will not permit any third party to use, generate, store or dispose any Hazardous Material on, under, about or within the Premises in violation of any law or regulation. ***Landlord and Tenant each agree to defend, indemnify and hold harmless the other and the other's partners, affiliates, agents and employees against any and all losses, liabilities claims and/or costs arising from any breach of any representation, warranty or Lease contained in this paragraph. In addition, Landlord shall defend, indemnify and hold harmless Tenant from all other losses, liabilities, claims and/or costs arising from or related to the environmental condition, including costs of remediation, which are not the result of any act of Tenant. As in this paragraph, "Hazardous Material" shall mean hazardous or radioactive material, polychlorinated biphenyls, friable asbestos or other hazardous or medical waste substances as defined by the Comprehensive Environmental Response, Compensation and Liability Act, as amended, or by any other federal, state or local law, statute, rule, regulation or order (including any Governmental Requirements) concerning environmental matters, or any matter which would trigger an employee or community "right-to-know" requirements adopted by any such body, or for which any such body has adopted any requirements for the preparation or distribution of material safety data sheet. This paragraph shall survive the termination of this Lease.***

M. Assignment and Subleasing. Tenant may assign this Lease upon written notice to Landlord, to any person controlling, controlled by, or under common control with Tenant, or any person or entity that, after first receiving FCC or state regulatory agency approvals, acquires Tenant's radio communications business and assumes all obligations of Tenant under this Lease. Upon such assignment, Tenant shall be relieved of all liabilities and obligations hereunder and Landlord shall look solely to the assignee for performance under this Lease and all obligations hereunder.

Tenant may sublease the Premises, upon written notice to Landlord, only if such sublease is

subject to the provisions of this Lease. Tenant may otherwise assign this Lease upon written notice to Landlord.

Additionally, Tenant may, upon notice to Landlord, mortgage or grant a security interest in this Lease and the Facilities, and may assign this Lease and the Facilities to any mortgagees or holders of security interests, including their successors or assigns, (hereinafter collectively referred to as "Mortgagees"), provided such Mortgagees agree to be bound by the terms and provisions of this Lease. In such event, Landlord shall execute such consent to leasehold financing as may reasonably be required by Mortgagees. Landlord agrees to notify Tenant and Tenant's Mortgagees simultaneously of any default by Tenant and to give Mortgagees the same right to cure any default as Tenant or to remove any property of Tenant or Mortgagee located on the Premises, except that the cure period for any Mortgagee shall not be less than thirty (30) days after receipt of the default notice, as provided in Section K of this Lease. All such notices to Mortgagees shall be sent to Mortgagee at the address specified by Tenant upon entering into a financing agreement. Failure by Landlord to give Mortgagee such notice shall not diminish Landlord's rights against Tenant, but shall preserve all rights of Mortgagee to cure any default and to remove any property of Tenant or Mortgagee located on the Premises, as provided in Section P of this Lease.

N. Successors and Assigns. This Lease shall run with the Property, and shall be binding upon and inure to the benefit of the parties, their respective successors, personal representatives and assigns.

O. ***Waiver of Landlord's Lien. Landlord hereby waives any and all lien rights it may have, statutory or otherwise, concerning the Facilities or any portion thereof which shall be deemed personal property for the purposes of this Lease, regardless of whether or not the same is deemed real or personal property under applicable laws, and Landlord gives Tenant and Mortgagee the right to remove all or any portion of the same from time to time, whether before or after a default under this Lease, in Tenant's and/or Mortgagee's sole discretion and without Landlord's consent.***

P. Miscellaneous.

(i) The prevailing party in any litigation arising hereunder shall be entitled to its ***reasonable attorneys' fees*** and court costs, including appeals, if any.

(ii) Each party agrees to furnish to the other, within ten (10) days after request, such ***truthful estoppel information*** as the other may reasonably request.

(iii) This Lease constitutes the entire agreement and understanding of the parties, and supersedes all offers, negotiations and other agreements. There are no representations or understandings of any kind not set forth herein. Any amendments to this Lease must be in writing and executed by both parties.

(iv) If either party is represented by a real estate broker in this transaction, that party shall be fully responsible for any fee due such broker and shall hold the other party harmless from any claims for commission by such broker.

(v) Each party agrees to cooperate with the other in executing any documents necessary to protect its rights or use of the Premises. A Memorandum of Lease may be recorded in place of this Lease, by either party.

(vi) If available, Landlord agrees to provide Tenant with an abstract, which covers the Leased Premises, for the purpose of title examination. Tenant will return the abstract upon the completion of the title examination. If an abstract must be created it will be at the Tenant's sole cost.

(vii) This Lease shall be construed in accordance with the laws of the state in which the Property is located.

(viii) If any term of this Lease is found to be void or invalid, such invalidity shall not affect the remaining terms of this Lease, which shall continue in full force and effect. The parties intend that the provisions of this Lease be enforced to the fullest extent permitted by applicable law.

(ix) The persons who have executed this Lease represent and warrant that they are duly authorized to execute this Lease in their individual or representative capacity as indicated.

(x) The submission of this document for examination does not constitute an offer to lease or a reservation of or option for the Premises and shall become effective only upon execution by both Tenant and Landlord.

(xi) This Lease may be executed in any number of counterpart copies, each of which shall be deemed an original, but all of which together shall constitute a single instrument.

(xii) The parties understand and acknowledge that Exhibit A (the legal description of the Property), Exhibit B (the Premises location within the Property) and Exhibit C (the site plan) may be attached to this Lease in preliminary form. Accordingly, the parties agree that upon the preparation of final, more complete exhibits, Exhibits A, B and/or C, as the case may be, which may have been attached hereto in preliminary form, may be replaced by Lessee, with the approval of the Landlord, with such final, more complete exhibit(s).

IN WITNESS WHEREOF, the parties hereto have respectively executed this Site Lease with Option on the date as set out below.

Signed the _____ of_____, 2022

LANDLORD: City of Riverside

_____

ACKNOWLEDGMENT

STATE OF IOWA)
) ss:
COUNTY OF WASHINGTON)

On this ___ day of _____, 2022, before me, a Notary Public personally appeared _____, to me personally known, who being by me duly sworn, did say that he is the General Manager of Sharon Telephone Company, that he executed the foregoing instrument, that the instrument was signed on behalf of the company, by the authority of the Board of Directors and that as such officer acknowledged execution of the instrument to be the voluntary act and deed of the company by it and by him voluntarily executed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

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

EXHIBIT A

Legal Description

20' x 20' section of Parcel #0418278029, City of Riverside, Washington County, Iowa

DRAFT

EXHIBIT B

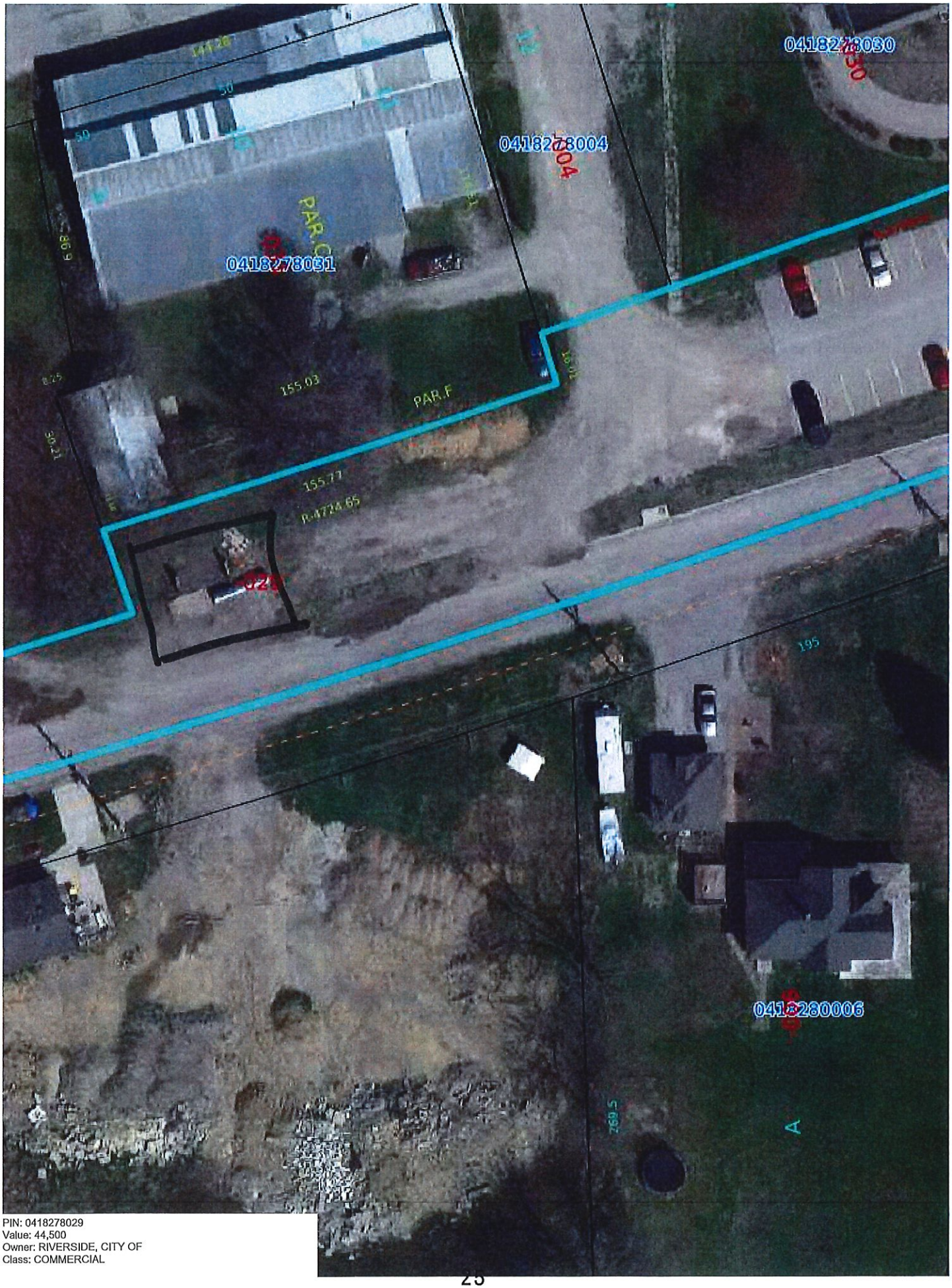
Premises Location Within the Property



EXHIBIT C
Site Plan







PIN: 0418278029
Value: 44,500
Owner: RIVERSIDE, CITY OF
Class: COMMERCIAL

RESOLUTION #20220207-02

RESOLUTION APPROVING JOURNAL ENTRY FOR UNCOLLECTABLE WATER BILLS

Whereas, the City of Riverside City, at the recommendation of the City Administrator approve City Clerk to write off $406.85 in bad debts for water billing collections as follows:

ACCT #	FINAL DATE	AMOUNT
08-3250-02	7/01/2016	96.73
08-3329-01	9/06/19	133.04
08-3710-05	12/31/19	118.31
08-3712-05	11/15/18	58.77

Whereas, information is not available to process collections through the Iowa Income Offset program, Iowa Code 8A.504,

Therefore, be it resolved the City of Riverside City Council does hereby approve the Journal entry to write off $406.85 in accounts receivable for uncollectable accounts.

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

Roll Call: Sexton, McGuire, Schneider, Kiene, Mills

Ayes:

Nays:

Absents:

PASSED AND APPROVED by City Council of Riverside, Iowa, on this 7th day of February, 2022.

Signed: _____ Date_____

Allen Schneider, Mayor

Attest: _____ Date_____

Becky LaRoche, City Clerk

RESOLUTION #20220207-03

RESOLUTION APPROVING THE ANNUAL URBAN RENEWAL REPORT FOR FISCAL YEAR ENDING JUNE 30, 2021

Whereas, the City of Riverside City Council has reviewed the FY 20-21 Annual Urban Renewal Report for the City of Riverside as submitted by the City Clerk for the City of Riverside.

Therefore, be it resolved the City of Riverside City Council does hereby accept the Annual Urban Renewal for the fiscal year ending June 30, 2021 as prepared by the City Clerk for the City of Riverside, Iowa.

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

Roll Call: Sexton, McGuire, Schneider, Kiene, Mills

Ayes:

Nays:

Absents:

Passed and Approved by the City Council of Riverside, Iowa on this 7th day of February, 2021.

Signed: _____ Date:_____

Allen Schneider, Mayor

Attest: _____ Date:_____

Becky LaRoche, City Clerk

Save | Help | Log ou

* This Levy Authority is locked waiting for Governing Body Approval, changes to Urban Renewal Area and/or TIF Taxing District pages are not allowed.

Levy Authority Summary

Local Government Name:	RIVERSIDE	
Local Government Number:	92G886	
Contact Name:	Becky LaRoche	
Contact Phone:	319-648-3501	xxx-xxx-xxxx
Contact Email:	becky@cityofriversideio	xxxx@xxxxx.xxx

Active Urban Renewal Areas	U.R. #	# of Tif Taxing Districts	Increment Value Used
RIVERSIDE URBAN RENEWAL	92001	0	0

TIF Debt & Obligations Outstanding	**0**
TIF Sp. Rev. Fund Cash Balance as of 07-01-2020	**0**
TIF Revenue:	0
TIF Sp. Revenue Fund Interest	0
Property Tax Replacement Claims	0
Asset Sales & Loan Repayments	0
Total Revenue	**0**
Rebate Expenditures	0
Non-Rebate Expenditures	0
Returned to County Treasurer	0
Total Expenditures	**0**
TIF Sp. Rev. Fund Cash Balance as of 06-30-2021	**0**
Year-End Outstanding TIF Obligations, Net of TIF Special Revenue Fund Balance	**0**

Governing Body Approval Date Enter date as: mm/dd/yyyy Delete Approval Date Submit to Dept. of Management

Levy Authority PDF: TIF-92G886-2019_02-02-2022.pdf * Pending Approval Delete PDF Report

Res. 20220207-03

RESOLUTION #20220207-04

APPROVING RETRACEMENT PLAT OF SURVEY, LOT 2 OF STUMPF SUBDIVISION IN WASHINGTON COUNTY

WHERAS, the City of Riverside has the right under Iowa Law and City ordinance to review the Preliminary Plat of the below referenced parcel as it is located within the two-mile radius of Riverside.

AUDITOR PARCEL K: PART – LOT 2 – SUB – WEST ½ - NE ¼
PART – LOT D – QUAIL RIDGE SUB – SEC 9-77-6

WHERAS, Planning and Zoning Committee reviewed plat on January 25th, 2022, and recommended approval with "City of Riverside Note"

NOW THEFORE BE IT RESOLVED, the City Council of Riverside does hereby approve Retracement Plat of Survey, Lot 2 of Stumpf Subdivision in Washington County, Iowa.

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

Roll Call: Sexton, McGuire, Schneider, Kiene, Mills

Ayes:

Nays:

PASSED AND APPROVED by City Council of Riverside, Iowa, on this 7th day of February, 2022.

Signed: _____ Date: _____
Allen Schneider, Mayor

Attest: _____ Date: _____
Becky LaRoche, City Clerk

Christine Yancey

From: Brian Boelk <bboelk@axiom-con.com>
Sent: Wednesday, February 2, 2022 11:15 AM
To: tfrederick@hart-frederick.com; Becky LaRoche; Christine Yancey
Subject: RE: [External] RE: [External] Schilling plat

Follow Up Flag: Follow up
Flag Status: Flagged

Looks good to me, thanks Tony.



BRIAN BOELK PE, CPESC, CPMSM
Owner - Principal - Civil Services Manager

AXIOMCONSULTANTS

CBJ Best of the Corridor 2019-2021
w: axiom-con.com c: 319-400-1056

From: tfrederick@hart-frederick.com <tfrederick@hart-frederick.com>
Sent: Wednesday, February 2, 2022 10:36 AM
To: Brian Boelk <bboelk@axiom-con.com>; cityclerk@riversideiowa.gov; cityadmin@riversideiowa.gov
Subject: [External] RE: [External] Schilling plat

Please see attached updated drawings.

I will send paper copies for the signatures.

Please let me know if you need anything else or would like me to attend the CC meeting on Feb 7.

Thank you,

TONY FREDERICK
HART-FREDERICK CONSULTANTS
(319) 545-7215

P&Z 1-25-22

From: Brian Boelk <bboelk@axiom-con.com>
Sent: Wednesday, January 26, 2022 6:03 PM
To: tfrederick@hart-frederick.com; cityclerk@riversideiowa.gov; cityadmin@riversideiowa.gov
Subject: RE: [External] Schilling plat

Thanks for turning this around quickly Tony.

The only comment or addition I have is with regards to the note on Page 2, referring to the discussion last night. If you can revise to add the highlighted text, I think this will help ease the concern of the Commission and City of responsibility of extending the City street to Lot 2 as well.

NOTE:
THE CITY OF RIVERSIDE STATES THAT IN THE EVENT OF
DEVELOPMENT OF LOT 2 IN WHICH A CITY STREET WILL BE
ESTABLISHED WITHIN OR EXTENDED TO LOT 2 FROM THE EXISTING CORPORATION LINE, THE PARTY DEVELOPING LOT 2 WILL BE
RESPONSIBLE FOR THE COST OF SAID CITY STREET OR AS AGREED
UPON IN DEVELOPERS AGREEMENT WITH THE CITY. UPON THE
DEVELOPMENT OF LOT 2 PARCEL K WILL USE THE NEW STREET
RIGHT OF WAY TO GAIN ACCESS TO PARCEL K IF APPLICABLE.

All other comments have been addressed Christine.

Thanks,



BRIAN BOELK PE, CPESC, CPMSM
Owner - Principal - Civil Services Manager

AXIOMCONSULTANTS

CBJ Best of the Corridor 2019-2021
w: axiom-con.com c: 319-400-1056

From: tfrederick@hart-frederick.com <tfrederick@hart-frederick.com>
Sent: Wednesday, January 26, 2022 9:44 AM
To: Brian Boelk <bboelk@axiom-con.com>; cityclerk@riversideiowa.gov; cityadmin@riversideiowa.gov
Subject: [External] Schilling plat

I have attached an updated plat with the corrections per city engineers request.

Please see "note" on page 2 in the city approval signature block, I believe this note should cover what was discussed at last nights p&z meeting.

Please let me know if you have any concerns with the note or would like anything added. Do I have the correct personnel signing the city aprovals?

Thank you for your time,

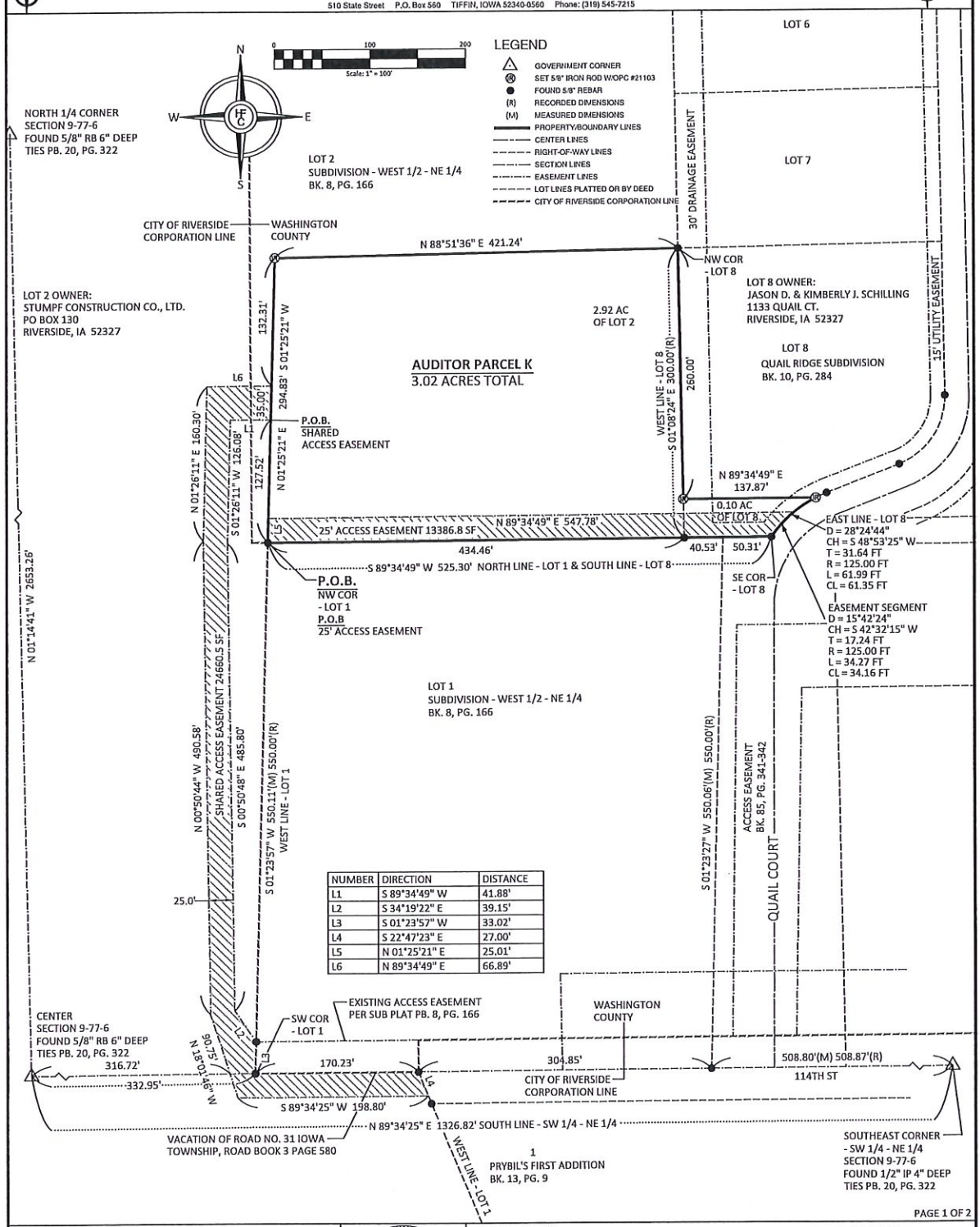
TONY FREDERICK
HART-FREDERICK CONSULTANTS
(319) 545-7215

NOTICE: This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

INDEX LEGEND

LOCATION: PART - LOT 2 - SUB - WEST 1/2 - NE 1/4
PART - LOT 8 - QUAIL RIDGE SUB - SECTION 9-77-6
REQUESTOR: JASON SCHILLING
PROPRIETOR: STUMPF CONSTRUCTION CO. LTD & JASON D. SCHILLING, ETAL
SURVEYOR: ANTHONY D. FREDERICK, PLS #21103
COMPANY: HART-FREDERICK CONSULTANTS P.C.
510 STATE ST. PO BOX 560 TIFFIN, IA 52340
RETURN TO: tfrederick@hart-frederick.com (319) 545-7215

HART-FREDERICK CONSULTANTS P.C.
www.hart-frederick.com
510 State Street P.O. Box 560 TIFFIN, IOWA 52340-0560 Phone: (319) 545-7215



I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Professional Land Surveyor under the laws of the State of Iowa.

Anthony D. Frederick, P.L.S. Date
Iowa License Number: 21103
My license renewal date is December 31, 2023.
Pages covered by this seal: THIS SHEET ONLY

PROFESSIONAL LAND SURVEYOR
ANTHONY D. FREDERICK
21103
IOWA

BASIS OF BEARING
IOWA RTN SOUTH

PLAT OF SURVEY
AUDITOR PARCEL K
PART - LOT 2 - SUB - WEST 1/2 - NE 1/4
PART - LOT 8 - QUAIL RIDGE SUB
SECTION 9-77-6
WASHINGTON COUNTY, IOWA

DATE: 11/21 | DRN: ADF | FLD BK: GPS | PROJ. NO: 217264

32

Y:\2021 SURVEYS\217264 Schilling, Jason\drawing\217264.DWG, 2/2/2022 10:33:24 AM, DWG To PDF.pc3

HFC HART-FREDERICK CONSULTANTS P.C. HFC
www.hart-frederick.com
510 State Street P.O. Box 560 TIFFIN, IOWA 52340-0560 Phone: (319) 545-7215

AUDITOR PARCEL K

AUDITOR PARCEL K IS A PART OF LOT 2 OF THE SUBDIVISION OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 9, TOWNSHIP 77 NORTH, RANGE 6 WEST OF THE 5TH P.M., WASHINGTON COUNTY, IOWA AS RECORDED IN PLAT BOOK 8 ON PAGE 166 IN THE OFFICE OF THE WASHINGTON COUNTY RECORDER AND A PART OF LOT 8 OF QUAIL RIDGE SUBDIVISION AS RECORDED IN PLAT BOOK 10 ON PAGE 284 IN THE OFFICE OF THE WASHINGTON COUNTY RECORDER AND IS MORE PARTICULARLY DESCRIBED AS FOLLOWS.

BEGINNING AT THE NORTHWEST CORNER OF LOT 1 OF THE SUBDIVISION OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 9, TOWNSHIP 77 NORTH, RANGE 6 WEST OF THE 5TH P.M., WASHINGTON COUNTY, IOWA AS RECORDED IN PLAT BOOK 8 ON PAGE 166 IN THE OFFICE OF THE WASHINGTON COUNTY RECORDER; THENCE N 01°25'21" E, A DISTANCE OF 294.83 FEET; THENCE N 88°51'36" E, A DISTANCE OF 421.24 FEET TO THE NORTHWEST CORNER OF LOT 8 OF QUAIL RIDGE SUBDIVISION AS RECORDED IN PLAT BOOK 10 ON PAGE 284 IN THE OFFICE OF THE WASHINGTON COUNTY RECORDER; THENCE S 01°08'24" E ALONG THE WEST LINE OF SAID LOT 8, A DISTANCE OF 260.00 FEET; THENCE N 89°34'49" E, A DISTANCE OF 137.87 FEET TO A POINT ON THE EAST LINE OF SAID LOT 8; THENCE SOUTHWESTERLY ALONG SAID EAST LINE 61.99 FEET ALONG THE ARC OF A 125.00 FOOT RADIUS CURVE, CONCAVE SOUTHEASTERLY, WHOSE 61.35 FOOT CHORD BEARS S 48°53'25" W TO THE SOUTHEAST CORNER OF SAID LOT 8; THENCE S 89°34'49" W ALONG THE SOUTH LINE OF SAID LOT 8 BEING THE NORTH LINE OF SAID LOT 1, A DISTANCE OF 525.30 FEET TO THE POINT OF BEGINNING, CONTAINING 3.02 ACRES AND BEING SUBJECT TO ALL EASEMENTS AND RESTRICTIONS OF RECORD.

SHARED ACCESS EASEMENT

COMMENCING AT THE NORTHWEST CORNER OF LOT 1 OF THE SUBDIVISION OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 9, TOWNSHIP 77 NORTH, RANGE 6 WEST OF THE 5TH P.M., WASHINGTON COUNTY, IOWA AS RECORDED IN PLAT BOOK 8 ON PAGE 166 IN THE OFFICE OF THE WASHINGTON COUNTY RECORDER; THENCE N 01°25'21" E, A DISTANCE OF 127.52 FEET TO THE POINT OF BEGINNING; THENCE S 89°34'49" W, A DISTANCE OF 41.88 FEET; THENCE S 01°26'11" W, A DISTANCE OF 126.08 FEET; THENCE S 00°50'48" E, A DISTANCE OF 485.80 FEET; THENCE S 34°19'22" E, A DISTANCE OF 39.15 FEET TO A POINT ON THE WEST LINE OF SAID LOT 1; THENCE S 01°23'57" W ALONG SAID WEST LINE, A DISTANCE OF 33.02 FEET TO THE SOUTHWEST CORNER OF SAID LOT 1 BEING A POINT ON THE SOUTH LINE OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4; THENCE N 89°34'25" E ALONG SAID SOUTH LINE, A DISTANCE OF 170.23 FEET; THENCE S 22°47'23" E, A DISTANCE OF 27.00 FEET; THENCE S 89°34'25" W, A DISTANCE OF 198.80 FEET; THENCE N 18°01'46" W, A DISTANCE OF 90.75 FEET; THENCE N 00°50'44" W, A DISTANCE OF 490.58 FEET; THENCE N 01°26'11" E, A DISTANCE OF 160.30 FEET; THENCE N 89°34'49" E, A DISTANCE OF 66.89 FEET; THENCE S 01°25'21" W, A DISTANCE OF 35.00 FEET TO THE POINT OF BEGINNING CONTAINING 24660.5 SQUARE FEET.

25' ACCESS EASEMENT

BEGINNING AT THE NORTHWEST CORNER OF LOT 1 OF THE SUBDIVISION OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 9, TOWNSHIP 77 NORTH, RANGE 6 WEST OF THE 5TH P.M., WASHINGTON COUNTY, IOWA AS RECORDED IN PLAT BOOK 8 ON PAGE 166 IN THE OFFICE OF THE WASHINGTON COUNTY RECORDER; THENCE N 01°25'21" E, A DISTANCE OF 25.01 FEET; THENCE N 89°34'49" E, A DISTANCE OF 547.78 FEET TO A POINT ON THE EAST LINE OF LOT 8 OF QUAIL RIDGE SUBDIVISION AS RECORDED IN PLAT BOOK 10 ON PAGE 284 IN THE OFFICE OF THE WASHINGTON COUNTY RECORDER; THENCE SOUTHWESTERLY ALONG SAID EAST LINE 34.27 FEET ALONG THE ARC OF A 125.00 FOOT RADIUS CURVE, CONCAVE SOUTHEASTERLY, WHOSE 34.16 FOOT CHORD BEARS S 42°32'15" W TO THE SOUTHEAST CORNER OF SAID LOT 8; THENCE S 89°34'49" W ALONG THE SOUTH LINE OF SAID LOT 8 BEING THE NORTH LINE OF SAID LOT 1, A DISTANCE OF 525.30 FEET TO THE POINT OF BEGINNING, CONTAINING 13386.8 SQUARE FEET.

CITY OF RIVERSIDE APPROVALS

_____
MAYOR DATE

_____
CITY CLERK DATE

NOTE:
THE CITY OF RIVERSIDE STATES THAT IN THE EVENT OF DEVELOPMENT OF LOT 2 IN WHICH A CITY STREET WILL BE ESTABLISHED WITHIN OR EXTENDED TO LOT 2 FROM THE EXISTING CORPORATION LINE, THE PARTY DEVELOPING LOT 2 WILL BE RESPONSIBLE FOR THE COST OF SAID CITY STREET OR AS AGREED UPON IN DEVELOPERS AGREEMENT WITH THE CITY. UPON THE DEVELOPMENT OF LOT 2 PARCEL K WILL USE THE NEW STREET RIGHT OF WAY TO GAIN ACCESS TO PARCEL K IF APPLICABLE.

I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Professional Land Surveyor under the laws of the State of Iowa.

Anthony D. Frederick, P.L.S. Date
Iowa License Number: 21103
My license renewal date is December 31, 2023.
Pages covered by this seal: THIS SHEET ONLY

PROFESSIONAL LAND SURVEYOR ANTHONY D. FREDERICK 21103 IOWA

BASIS OF BEARING
IOWA RTN SOUTH

EXHIBIT A
AUDITOR PARCEL K
PART - LOT 2 - SUB - WEST 1/2 - NE 1/4
PART - LOT 8 - QUAIL RIDGE SUB
SECTION 9-77-6
WASHINGTON COUNTY, IOWA

DATE: 11/21 | DRN: ADF | APP: | FLD BK: GPS | PROJ. NO: 217264

Y:\2021 SURVEYS\217264 Schilling, Jason\drawing\217264.DWG, 2/2/2022 10:33:40 AM, DWG To PDF.pc3

AXIOMCONSULTANTS

CIVIL · STRUCTURAL · MECHANICAL · ELECTRICAL · SURVEY · SPECIALTY

January 24, 2022

Christine Yancey
City Administrator
City of Riverside

Re: Plat of Survey – Auditor Parcel K, Washington County, Iowa

Dear Christine:

Axiom Consultants, LLC has reviewed the Plat of Survey for Auditor Parcel K, located in Washington County, but within the 2-mile fringe area and adjacent to the Corporate Limits of the City of Riverside.

The following our general comments with regards to this proposed lot split and defined easements.

1. This leaves a narrow gap between the proposed Shared Access Easement and Lot 1 and Auditor Parcel K, of which is within the City of Riverside Corporate Limits. Would it make more sense to have that Shared Access Easement hug the easterly line of Lot 2?
2. You may want to consider a request to connect the proposed shared access easement on Lot 2 with the proposed Access Easement within Auditor Parcel K or adjust Shared Access Easement as noted in item #1 above.
3. If Auditory Parcel K were to be annexed into the City of Riverside in the future, it should be noted that this Plat of Survey will result in what would be considered a "flag" lot. However, they are providing access to the lot in multiple locations.

Plat of Survey – Page 1 of 2

1. Update license renewal date to accurate year in PLS signature block
2. Depict and label City of Riverside Corporation Line to delineate between Washington County and City of Riverside.

Legal Descriptions – Page 2 of 2

Auditor Parcel K

1. Distance of 300.00 Feet should be 260.00 Feet.
2. Distance of 525.31 Feet should be 525.30 Feet.

25' Access Easement

1. Distance of 34.27 Feet should be 34.16 Feet.
2. Distance of 525.31 Feet should be 525.30 Feet.
3. Area noted as 3.02 Acres should be less as this relates strictly to the 25' Access Easement and the 3.02 acres is the area for Auditor Parcel K as a whole.

Respectfully submitted,
Brian A. Boelk, PE

60 East Court Street #3, Iowa City, IA 52240 | 319.519.6220
1901 16th Ave. SW #3, Cedar Rapids, IA 52404 | 319.519.6220
www.axiom-con.com

Christine Yancey

From: Brian Boelk <bboelk@axiom-con.com>
Sent: Wednesday, January 26, 2022 6:02 PM
To: tfrederick@hart-frederick.com; Becky LaRoche; Christine Yancey
Subject: RE: [External] Schilling plat

Thanks for turning this around quickly Tony.

The only comment or addition I have is with regards to the note on Page 2, referring to the discussion last night. If you can revise to add the highlighted text, I think this will help ease the concern of the Commission and City of responsibility of extending the City street to Lot 2 as well.

NOTE:
THE CITY OF RIVERSIDE STATES THAT IN THE EVENT OF
DEVELOPMENT OF LOT 2 IN WHICH A CITY STREET WILL BE
ESTABLISHED WITHIN OR EXTENDED TO LOT 2 FROM THE EXISTING CORPORATION LINE, THE PARTY DEVELOPING LOT 2 WILL BE
RESPONSIBLE FOR THE COST OF SAID CITY STREET OR AS AGREED
UPON IN DEVELOPERS AGREEMENT WITH THE CITY. UPON THE
DEVELOPMENT OF LOT 2 PARCEL K WILL USE THE NEW STREET
RIGHT OF WAY TO GAIN ACCESS TO PARCEL K IF APPLICABLE.

All other comments have been addressed Christine.

Thanks,



BRIAN BOELK PE, CPESC, CPMSM
Owner - Principal - Civil Services Manager

AXIOMCONSULTANTS

CBJ Best of the Corridor 2019-2021
w: axiom-con.com c: 319-400-1056

From: tfrederick@hart-frederick.com <tfrederick@hart-frederick.com>
Sent: Wednesday, January 26, 2022 9:44 AM
To: Brian Boelk <bboelk@axiom-con.com>; cityclerk@riversideiowa.gov; cityadmin@riversideiowa.gov
Subject: [External] Schilling plat

I have attached an updated plat with the corrections per city engineers request.

Please see "note" on page 2 in the city approval signature block, I believe this note should cover what was discussed at last nights p&z meeting.

Please let me know if you have any concerns with the note or would like anything added. Do I have the correct personnel signing the city aprovals?

Thank you for your time,

TONY FREDERICK

RESOLUTION #20220207-05

RESOLUTION TO APPROVE ENGINEERING SERVICES AGREEMENT WITH VEENSTRA & KIMM, INC.

Whereas, the City of Riverside City Council agrees to enter into a Profession Services Agreement with Veenstra & Kimm, Inc., for engineering services at the City of Riverside Water Plant,

Whereas, the City desires to evaluate and replace the some of the raw water schedule 80 pvc piping, and the Reverse Osmosis skid feed pumps,

Therefore, be it resolved the City of Riverside City Council does hereby approve to enter into this attached agreement with services not to exceed $35,000.

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

Roll Call: Sexton, McGuire, Schneider, Kiene, Mills

Ayes:

Nays:

Absents:

Passed and Approved by the City Council of Riverside, Iowa and approved this 7th day of February, 2022

Signed: _____ Date: _____

Allen Schneider, Mayor

Attest: _____ Date: _____

Becky LaRoche, City Clerk

ENGINEERING SERVICES AGREEMENT

WATER PLANT PIPING MODIFICATIONS
RIVERSIDE, IOWA

THIS AGREEMENT, made and entered into this _____ day of _____, 2022, by and between the City of Riverside, a Municipal Corporation, 60 Greene Street, Riverside, IA 52327, hereinafter referred to as the **"CITY"**, and Veenstra & Kimm, Inc., an Iowa Corporation, 860 22nd Avenue, Suite 4, Coralville, IA 52241, hereinafter referred to as the **"CONSULTANT."**

WHEREAS, the **CITY** desires to evaluate and replace the raw water schedule 80 pvc piping between the entrance to the water plant and the Reverse Osmosis skid feed pumps, hereinafter referred to as the "Project"; and

WHEREAS, the City Council has heretofore deemed it necessary and desirable to obtain professional engineering services for the Project; and

WHEREAS, the **CONSULTANT** is qualified and capable of supplying said engineering services for a fee not to exceed Thirty-Five Thousand and 00/100 Dollars ($35,000.00).

WHEREAS, accordingly, the **CITY** has agreed to engage the **CONSULTANT** as an independent contractor to assist in the design and construction of the Project for a total consulting fee not to exceed Thirty-Five Thousand and 00/100 Dollars ($35,000.00) under the terms and conditions set forth below.

NOW THEREFORE, THE CITY AND THE CONSULTANT, FOR CONSIDERATION HEREINAFTER SET FORTH, DO MUTUALLY AGREE AS FOLLOWS:

I. SCOPE OF SERVICES.

The **CONSULTANT** shall perform in a timely and satisfactory manner engineering services in connection with the Project as same are set forth in Exhibit "A" attached hereto and incorporated into this Agreement by this reference.

II. TIME OF COMPLETION.

The **CONSULTANT** shall complete the services to be rendered hereunder in accordance with the schedule set forth in Exhibit "B" attached hereto and incorporated by this reference. The **CONSULTANT** does hereby expressly acknowledge and agree that TIME IS OF THE ESSENCE of this Agreement, and, thus, any failure by the **CONSULTANT** to timely render and perform services hereunder shall constitute a material breach of this Agreement.

III. GENERAL TERMS AND PROVISIONS.

A. The **CONSULTANT** shall not commit any of the following employment practices in connection with or while rendering engineering services hereunder and does hereby expressly agree to prohibit the following practices from being committed by any subcontractors engaged by the **CONSULTANT** in connection with the Project. Upon request, the **CONSULTANT** shall provide the **CITY** with a copy of the relevant provisions of any agreement entered into by the **CONSULTANT** and subcontractor in connection with the Project to confirm to the satisfaction of the **CITY** that the requirements under this Subparagraph III(A) have been met.

1. To discharge or refuse to hire any individual because of their race, color, religion, sex, national origin, disability, age, marital status, or sexual orientation.

2. To discriminate against any individual in terms, conditions or privileges of employment because of their race, color, religion, sex, national origin, disability, age, marital status, or sexual orientation.

B. The **CITY** may terminate this Agreement, with or without cause, upon no less than seven (7) calendar days written notice. In the event that the **CITY** does so terminate this Agreement, the **CONSULTANT** shall be paid for all work and services performed up to the time of said termination upon submission to the **CITY** of a final billing statement and review and approval thereof by the Riverside City Council at the next regularly scheduled Council Meeting; provided, however, that any such sum shall not be greater than the total amount to be paid for services rendered hereunder as set forth in Article IV below; and further provided that, in the event the **CITY** terminates this Agreement with cause, the **CITY** may, in its sole discretion, elect to withhold payment of an amount sufficient to engage a third party to properly complete the Project in accordance with the terms of this Agreement.

C. This Agreement shall not be assigned or in any manner transferred by the **CONSULTANT**, without the express written consent of the Riverside City Council.

D. It is hereby acknowledged and agreed by both parties hereto that the engagement of the **CONSULTANT** by the **CITY** in connection with the Project shall be as an independent contractor and shall be exclusive; provided, however, that the **CONSULTANT** may retain the services of subcontractors for the purpose of performing its obligations and responsibilities under this Agreement so long as the **CONSULTANT** has first obtained the written approval of same from the **CITY**; and further provided that, should the **CONSULTANT** so engage subcontractors under the terms of this Subparagraph III(D), the **CONSULTANT** shall solely responsible for compensating any such subcontractors.

E. The **CITY** shall make all criteria, design and construction standards, and information regarding the **CITY**'s requirements for the Project available to the **CONSULTANT** upon reasonable request by the **CONSULTANT** therefor. The **CITY** shall furnish reasonable assistance to the **CONSULTANT** in the use of said information and documentation at the request of the **CONSULTANT.**

F. It is further agreed that neither party to this Agreement shall perform contrary to any federal or state law, rule or regulation, or the Riverside City Code of Ordinances.

G. At the request of the **CITY**, the **CONSULTANT** shall attend such meetings of the City Council relating to the **PROJECT** hereunder.

H. The **CONSULTANT** agrees to furnish all reports, specifications, and drawings with the seal of a professional engineer affixed thereto or such other seal as required by State law.

I. Upon termination of this Agreement and request of the **CITY**, the **CONSULTANT** shall provide the **CITY** with copies of all basic notes and sketches, charts, computations, and any other data prepared or obtained by the **CONSULTANT** pursuant to this Agreement without cost, and without restrictions or limitations as to the use thereof in connection with the **PROJECT**. It is understood, however, that the **CONSULTANT** shall not be liable for the **CITY**'s use of such documents on other projects.

J. Original drawings prepared by the **CONSULTANT** under this Agreement shall become the property of the **CITY**. The **CONSULTANT** shall be allowed to keep Mylar reproducible copies for the **CONSULTANT**'s own filing use.

K. Fees paid in order to secure approval of authorities having jurisdiction over the Project shall be paid by the **CITY.**

L. If the **CONSULTANT** is providing Construction Administration or Supervision under this Agreement, the **CONSULTANT** shall make visits to the Project construction site at intervals appropriate to the various states of construction and as mutually agreed to by the **CONSULTANT** and **CITY** in order to observe as an experienced and qualified engineering professional the progress and quality of the various aspects of the work being performed by contractors and/or subcontractors. Based on information obtained during such visits and on such observations, the **CONSULTANT** shall endeavor to determine to the best of the **CONSULTANT**'s ability if work on the Project is proceeding in accordance with the concept plan for the Project and shall keep the **CITY** informed of the progress of the work on the Project and any concerns

the **CONSULTANT** may have regarding same.

M. **CONSULTANT** shall procure and maintain insurance for protection from claims under workers' compensation acts, claims for damages because of bodily injury, including personal injury, sickness, disease or death of any and all employees or of any person other than such employees and from claims or damages because of injury to or destruction of property, including loss of use resulting there from. The **CONSULTANT** shall name the **CITY** as an additional insured party on **CONSULTANT**'s general liability insurance policy. At the request of the **CITY**, the **CONSULTANT** shall give the **CITY** a certificate of insurance evidencing that the insurance required under this Agreement is in force, and the **CONSULTANT** shall immediately notify the **CITY** of any revocation or cancellation of any of the above-referenced insurance policies. The **CONSULTANT** shall take all necessary steps to preserve the **CITY**'s defenses of governmental immunity under Chapter 670 of the Code of Iowa, including, without limitation, requiring that the language set forth in Exhibit "D" attached hereto and incorporated by this reference be included in the certificate of insurance to be provided to the **CITY** hereunder.

IV. COMPENSATION FOR SERVICES.

The **CITY** shall compensate the **CONSULTANT** for engineering services rendered under this Agreement for a fee not to exceed Thirty-Five Thousand and 00/100 Dollars ($35,000.00). Said fees shall be paid by the **CITY** to the **CONSULTANT** in accordance with the payment schedule set forth in Exhibit "C" attached hereto and incorporated by this reference; provided, however, in express acknowledgment that this Agreement is a COMPLETION DATE CONTRACT, the **CONSULTANT** does hereby acknowledge and confirm the **CONSULTANT**'s understanding that TIME IS OF THE ESSENCE and that the timely completion of each phase of the Project as set forth in Exhibit "A" and the timely completion of the Project in its entirety constitutes material terms of this Agreement without which the **CITY** would not have engaged the **CONSULTANT**. Accordingly, the **CONSULTANT** also acknowledges that:

A. No payment shall be made to the **CONSULTANT** hereunder if the Project is not proceeding on schedule unless otherwise hereafter agreed in writing by the **CITY**.

B. Under no circumstances shall the **CITY** compensate the **CONSULTANT** for work that has not yet been completed. For purposes of this provision, work shall constitute the discrete phases of the Project as set forth in Exhibit "A" attached hereto. Accordingly, the **CONSULTANT** shall not be entitled to compensation hereunder for any phases of the work until the entire phase of work has been completed.

C. In any event, no payment hereunder shall become due and payable until submission to the **CITY** by the **CONSULTANT** of a billing statement therefor and review and approval of the billing statement by the Riverside City Council at its next regularly scheduled meeting.

V. INDEMNIFICATION.

The **CONSULTANT** agrees to fully indemnify, defend, save and hold the **CITY**, its officers, representatives, agents, contractors, subcontractors and employees, harmless from any and all liability to third parties (including reimbursement of reasonable legal fees and costs) arising directly or indirectly from the negligent act, error or omission of the **CONSULTANT**, its officers, representatives, agents, contractors, subcontractors or employees in connection with the Project.

VI. HAZARDOUS MATERIALS.

The **CONSULTANT** hereby warrants and represents that the **CONSULTANT** (i) has not created nor contributed to the creation or existence (ii) nor will it create or contribute to the creation or existence of any type of hazardous or toxic wastes, materials, chemical compounds, or substances, or any other type of environmental hazard or pollution, whether latent or patent, at the premises of the Project, or in connection with or related to the Project. The **CONSULTANT**, notwithstanding the limit of liability contained in Provision V of this Agreement, does hereby fully indemnify, defend, save and hold harmless the **CITY**, its officers, employees and agents from and against any and all debts, claims, causes of action, administrative orders and notices, costs (including but not limited to, response and/or remedial costs), personal injuries, losses, damages, liabilities, demands, interest, fines, penalties and expenses, including reasonable legal fees and expenses, consultants' fees and expenses, court costs and all other out-of-pocket expenses, suffered or incurred by the **CITY**, its officers, representatives, agents, contractors, subcontractors, employees and grantees as a result of any breach of this Provision VI.

VII. INTERPRETATION.

This Agreement shall be construed in accordance with the generally accepted standards of the Engineering Profession; provided, however, that it is expressly understood and agreed by both parties that to the extent, if at all, the explicit terms and conditions of this Agreement are in conflict with said generally accepted standards of the Engineering Profession, said explicit terms and conditions of this Agreement shall control in the event of a dispute between the parties hereto.

VIII. SURVIVAL.

All express representations, indemnifications or limitations of liability made in or given in this Agreement shall survive the completion of the engineering services to be rendered by the **CONSULTANT** hereunder or the termination of this Agreement for any reason.

IX. CONTROLLING LAW.

This Agreement is to be governed by the laws of the State of Iowa. The parties hereto agree that any action, suit or proceeding based upon any matter, claim or controversy arising under this Agreement shall be brought solely in the state courts located in Johnson County, Iowa or the federal courts located in Linn County, Iowa. The parties hereto hereby irrevocably waive objection to the venue of the above-mentioned courts, including any claim that such action, suite or proceeding has been brought in an inconvenient forum. Both parties hereto expressly acknowledge and agree that nothing contained in this Agreement shall be construed to require the parties to submit to mandatory arbitration or mediation in the event of a breach or dispute hereunder.

X. HEADINGS.

The headings of sections of this Agreement are for convenient reference only and shall not be deemed to limit, construe, affect, modify or alter the meaning of such sections.

XI. SEVERABILITY.

If any section, subsection, term or provision of this Agreement or the application thereof to the **CONSULTANT**, the **CITY** or a particular circumstance shall, to any extent, be invalid or unenforceable, the remainder of said section, subsection, term or provision of this Agreement or the application of same to the **CONSULTANT**, the **CITY** or particular circumstances other than for which it was held invalid or unenforceable, shall not be affected thereby and each remaining section, subsection, term or provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

XII. AUTHORITY.

The persons signing this Agreement warrant and represent that they have the authority to sign as, or on behalf of, the party for whom they are signing.

XIII. FINAL AGREEMENT.

Both the **CONSULTANT** and the **CITY** hereby expressly acknowledge and agree that this Agreement is intended to set forth the entire agreement between the parties regarding the engineering services to be rendered by the **CONSULTANT** to the **CITY** in connection with the **PROJECT**, that there are no other considerations or monies contingent upon or resulting from the execution of this Agreement, and that no other monies or considerations have been solicited. No waiver, change, modification or amendment of this Agreement shall be binding upon either party hereto unless in writing and signed by both the **CONSULTANT** and the **CITY**. The waiver by either party hereto of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach of that provision or of any other provision or condition in this Agreement.

ACCEPTED & AGREED:

VEENSTRA & KIMM, INC.	**CITY OF RIVERSIDE IOWA**
_____	_____
An Authorized Representative	**Allen Schneider, Mayor**
ATTEST:	**ATTEST:**
_____	_____
An Authorized Representative	**Becky LaRoche, City Clerk**

ENGINEERING SERVICES AGREEMENT

WATER PLANT FILTER MEDIA REPLACEMENT
RIVERSIDE, IOWA

EXHIBIT "A"

SCOPE OF SERVICES:

The **CONSULTANT** shall perform in a timely and satisfactory manner engineering services in connection with the **PROJECT** as set forth as follows:

1. Scan interior of water plant filter room to document location of existing equipment, piping and electrical conduit.
2. Prepare revised layout for new piping and evaluate material options.
3. Prepare Engineers estimate of cost.
4. Coordinate with R.O. skid manufacturer to identify options for removing or relocating existing bag filters.
5. Review operational program for existing well pumps and R.O. feed pumps to identify potential issues.
6. Submit IDNR construction permits
7. Final construction plans and specifications
8. Assist with bidding process
9. Provide general construction contract services
10. Provide Construction Observation and Resident Review
11. Prepare updated As-Built drawings showing modifications.

ENGINEERING SERVICES AGREEMENT

WATER PLANT FILTER MEDIA REPLACEMENT
RIVERSIDE, IOWA

EXHIBIT "B"

TIME OF COMPLETION:

The **CONSULTANT** shall complete the services to be rendered hereunder in accordance with the schedule set forth below. The **CONSULTANT** does hereby expressly acknowledge and agree that TIME IS OF THE ESSENCE of this Agreement, and, thus, any failure by the **CONSULTANT** to timely render and perform services hereunder shall constitute a material breach of this Agreement. The schedule milestones for this project are as follows:

1. Begin topographic survey and scanning upon completion of this Agreement.
2. Draft plans and specifications for City review by April 22, 2022.
3. Final construction plans and specifications shall be delivered by May 20, 2022.
4. Submittal of the IDNR Construction Permit shall be completed by May 20, 202.
5. Anticipated bid date for the project is June 23, 2022.
6. Project completion is to be scheduled for December 23, 2022.

The **CONSULTANT** shall not be responsible for delays in approval or other actions by governmental agencies which may delay the time of completion for services.

ENGINEERING SERVICES AGREEMENT

WATER PLANT FILTER MEDIA REPLACEMENT
RIVERSIDE, IOWA

EXHIBIT *"C"*

COMPENSATION FOR SERVICES:

The **CITY** shall compensate the **CONSULTANT** for engineering services rendered under this Agreement based on the following:

1. For **DESIGN SERVICES**, the hourly not to exceed fee of Twenty-One Thousand Dollars ($21,000);

2. For **GENERAL SERVICES**, the hourly not to exceed fee of Five Thousand Dollars ($5,000);

3. For **RESIDENT REVIEW**, the not-to-exceed fee of Nine Thousand Dollars ($9,000); based on providing not more than 80 hours of review time at $80/hour and preparation of As-Built drawings.

Said total fees shall be paid by the **CITY** to the **CONSULTANT** shall become due and payable until submission to the **CITY** by the **CONSULTANT** of a billing statement therefor and review and approval thereof by the Riverside City Council at the next regularly scheduled Council Meeting.

ENGINEERING SERVICES AGREEMENT

WATER PLANT FILTER MEDIA REPLACEMENT
RIVERSIDE, IOWA

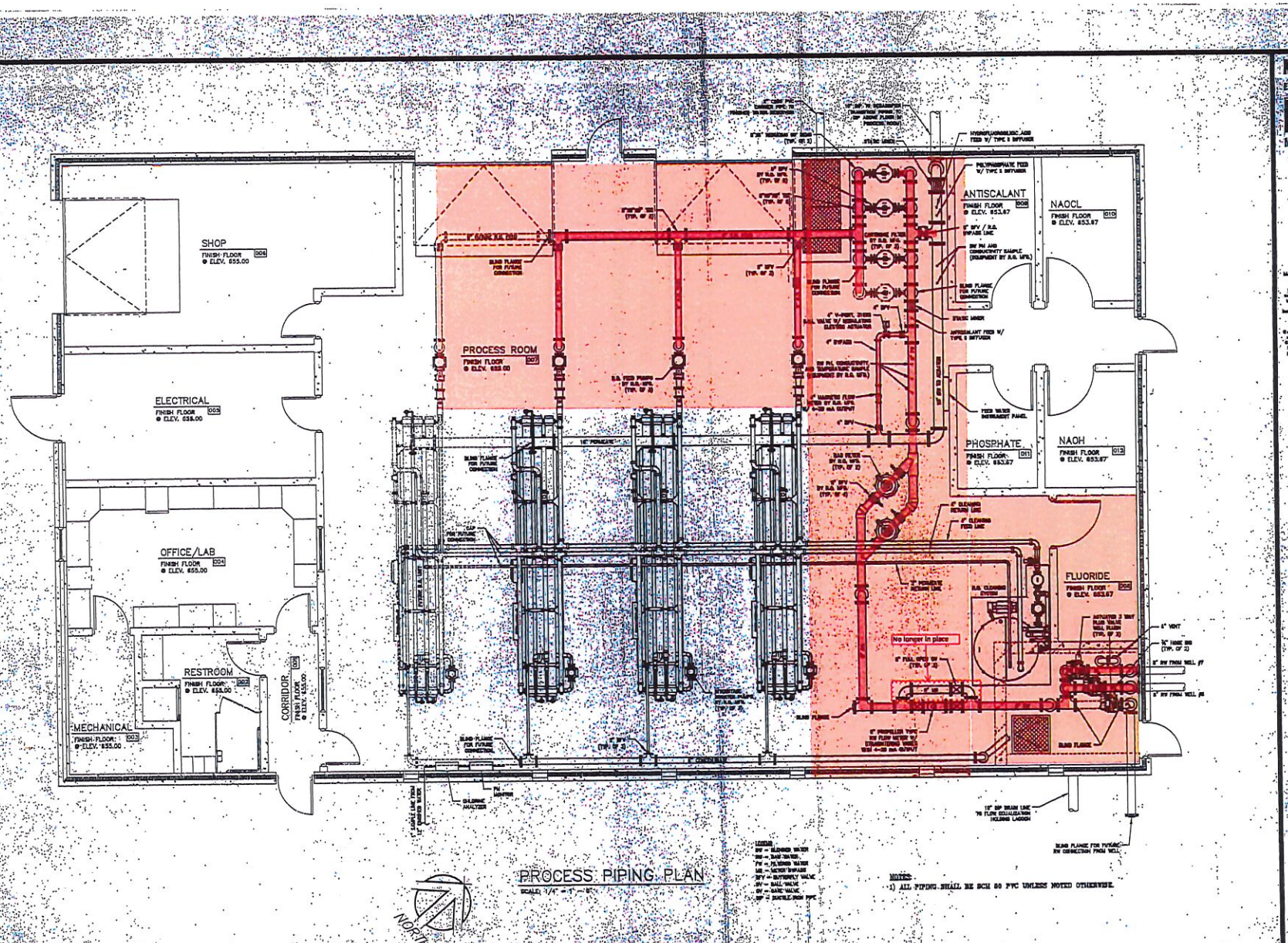
EXHIBIT "D"

"The Companies affording coverage and the Additional Insured, City of Riverside, Johnson County, Iowa, expressly agree and stat that the purchase of this policy of insurance by the insured and the listings of the City of Riverside as an Additional Insured hereunder do not waive any of the defenses of governmental immunity available to the Additional Insured under Iowa Code Section 670.4 as it now exists and as it may be amended from time to time.

The Companies and Additional Insured further agree that this policy of insurance shall cover only those claims not subject to the defense of governmental immunity under Iowa Code Section 670.4 as it now exists and as it may be amended from time to time.

The Additional Insured shall be responsible for asserting any defense of governmental immunity, and may do so at any time and shall do so upon the timely written request of the Companies.

The Companies shall not deny coverage under this policy and the Companies shall not deny any of the rights and benefits accruing to the Insured or the Additional Insured under this policy for reasons of governmental immunity unless and until a court of competent jurisdiction has ruled in favor of the defense(s) of governmental immunity asserted by the Additional Insured."



PROCESS PIPING PLAN

SCALE: 1/4" = 1'-0"

NOTES:
1) ALL PIPING SHALL BE SCH 80 PVC UNLESS NOTED OTHERWISE.

MCCLURE ENGINEERING COMPANY
M.E.C results.c o m
708 First Avenue North
Fort Dodge, Iowa 50501
515-576-7186
fax 515-576-4238

400 SE Delaware Avenue
Ankeny, Iowa 50021
515-964-1229
Fax 515-964-2370

1150 5th Street
Suite 270
Coralville, Iowa 52241
319-338-2449
Fax 319-338-2497

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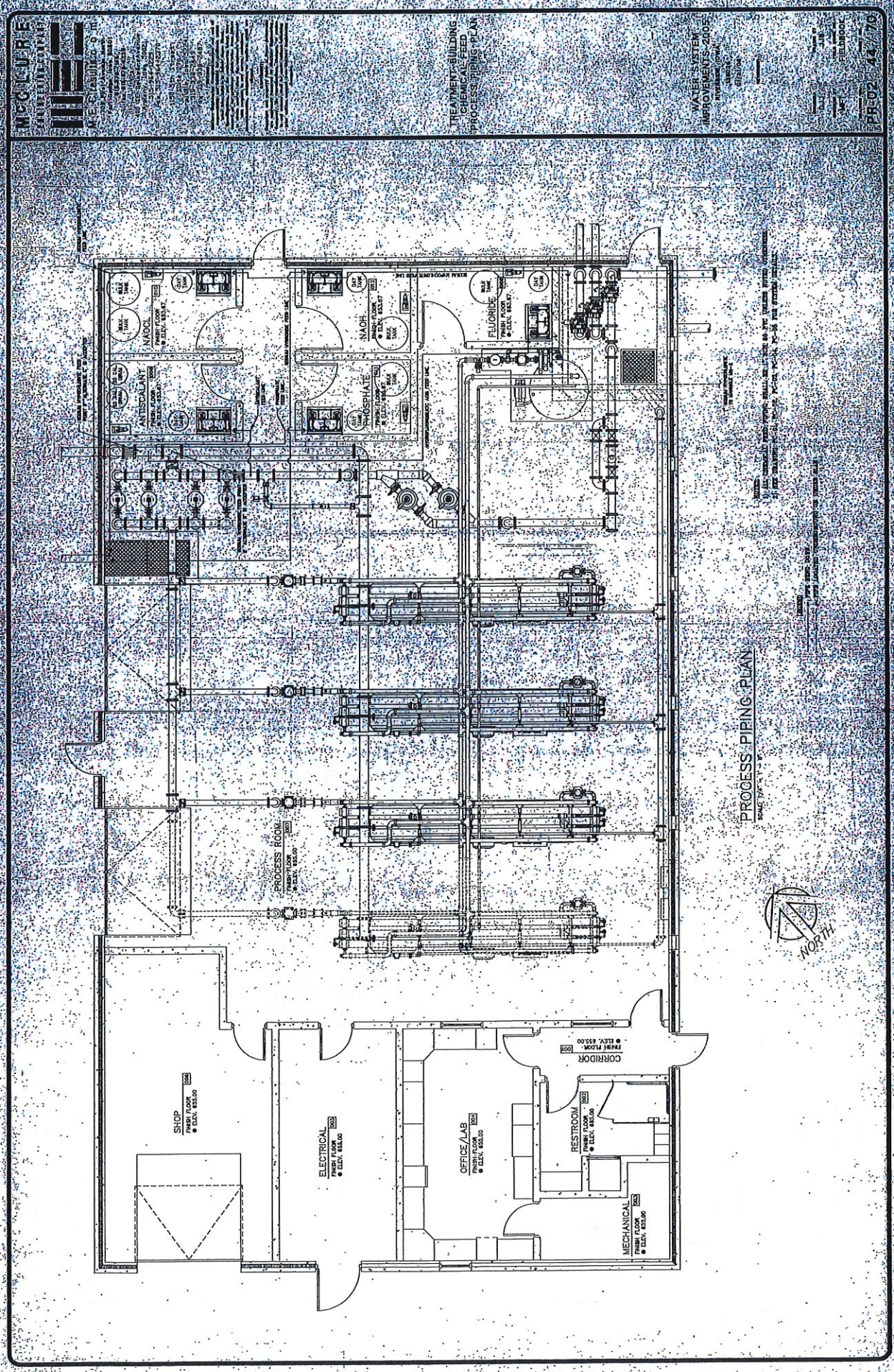
TREATMENT BUILDING PROCESS PIPING PLAN

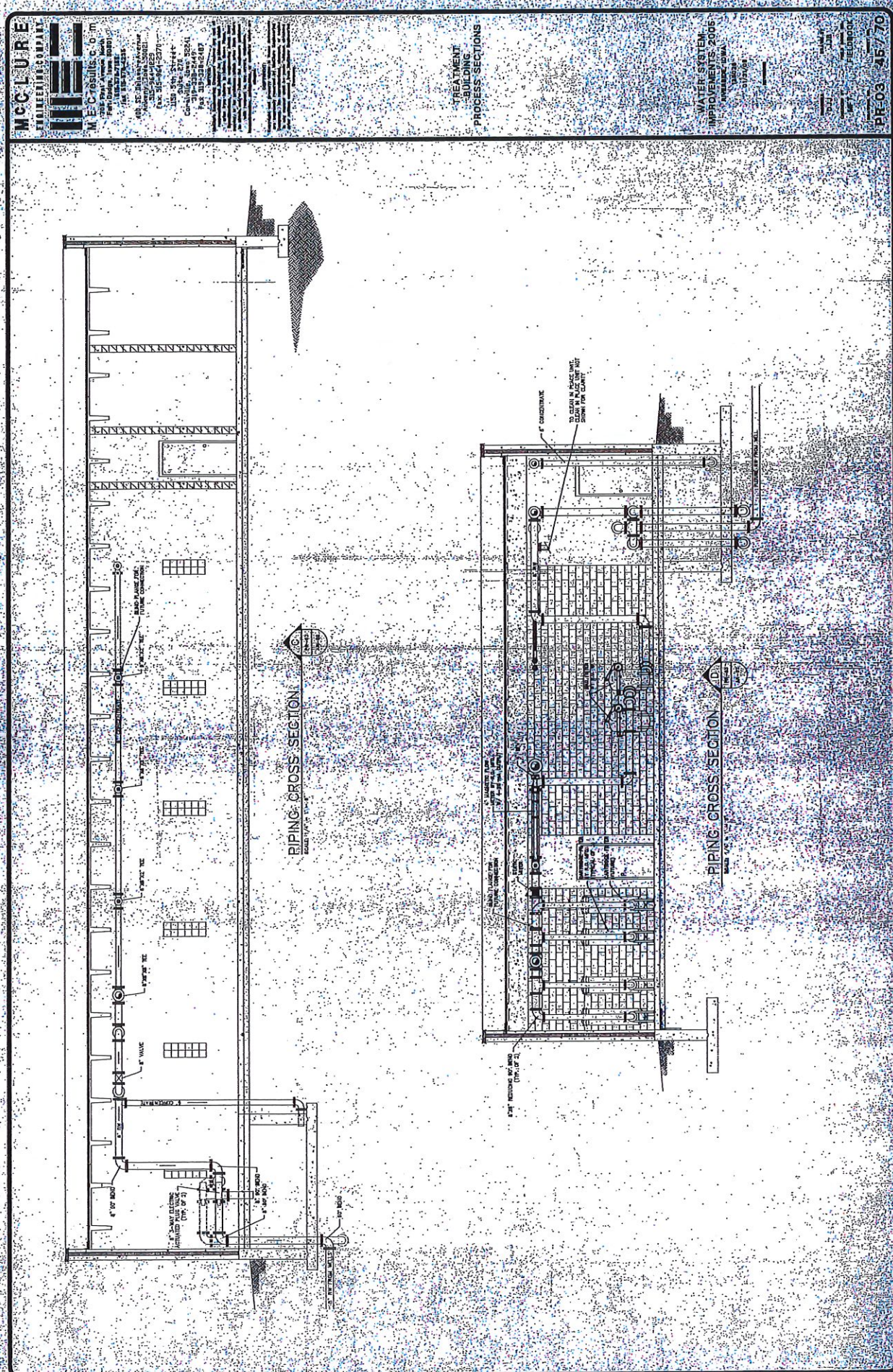
WATER SYSTEM IMPROVEMENTS 2005
RIVERSIDE, IOWA
138026
01/31/06

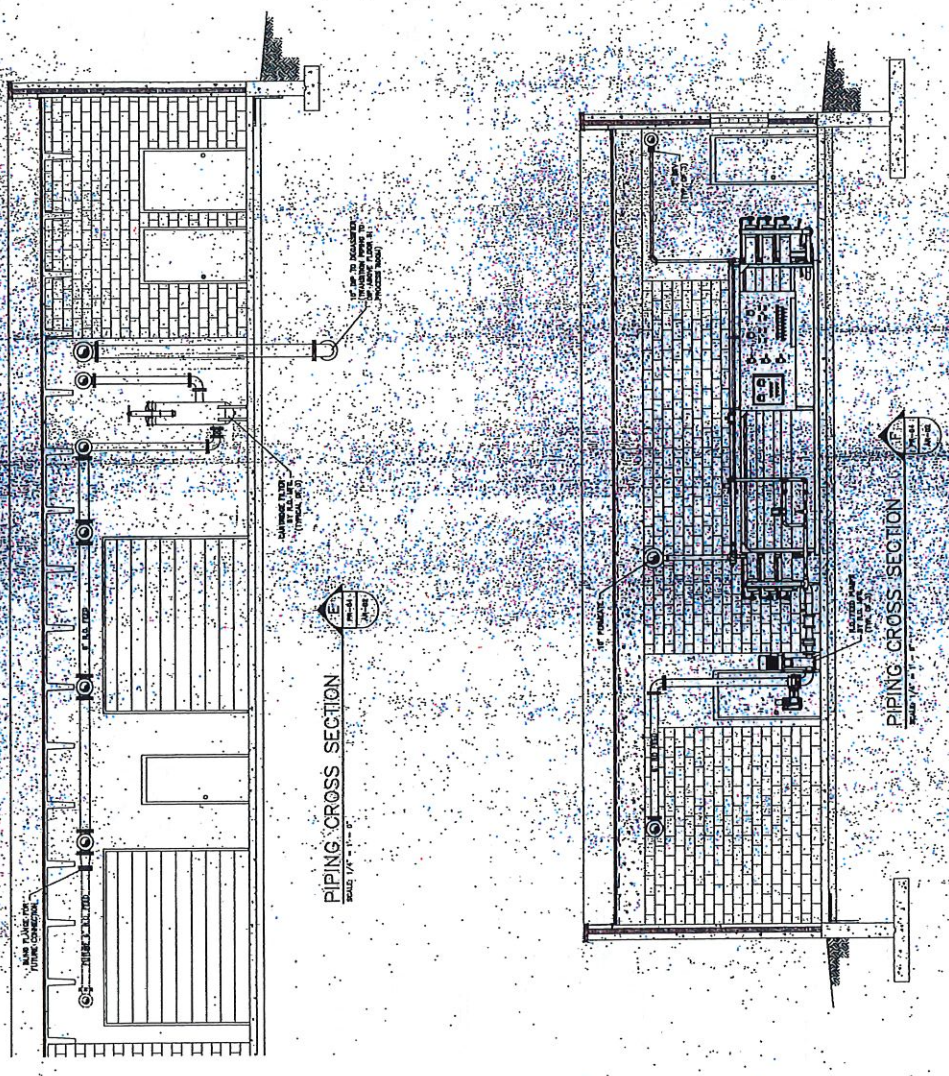
DRAWN BY: DJJ	DESIGNED BY: JJB
CHECKED BY: MF	FIELDBOOK:

DRAWING NO. PR-01 SHEET NO. 43 / 70

COUNCIL PACKET


McCLURE
TREATMENT BUILDING
CHEMICAL FEED
PROCESS PIPING PLAN
WATER SYSTEM
IMPROVEMENTS 2005
PR-02 44 70
NAOCL
NAOH
FLUORIDE
ANTISCALANT
PHOSPHATE
PROCESS ROOM
SHOP
ELECTRICAL
OFFICE/LAB
RESTROOM
CORRIDOR
MECHANICAL
PROCESS PIPING PLAN
NORTH


McCLURE
ENGINEERING COMPANY
M E C results.com
TREATMENT BUILDING PROCESS SECTIONS
WATER SYSTEM IMPROVEMENTS 2005
PR-03 45/70
PIPING CROSS SECTION
PIPING CROSS SECTION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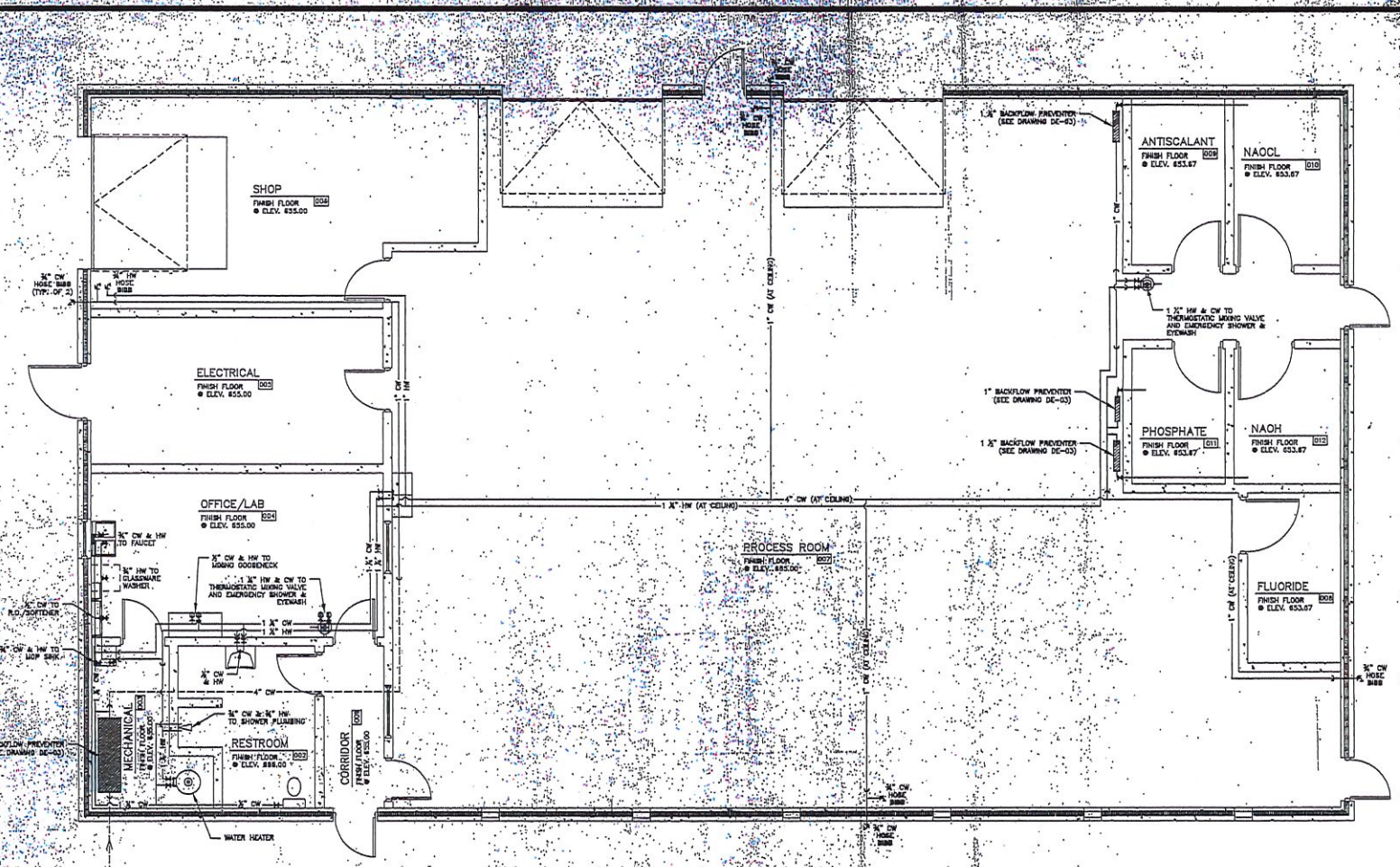

WATER SUPPLY PLAN

SCALE: 1/4"

LEGEND
CW = POTABLE COLD WATER
HW = POTABLE HOT WATER
= PIPE RISING DOWN
= PIPE LOCATED UNDERGROUND OR UNDER SLAB

NOTES:

1. ALL WATER PIPING TO BE PVC OR CPVC (SCH-80) UNLESS NOTED OTHERWISE
2. INSULATE ALL PIPING AS PER SPECIFICATION SECTION 15400
3. INSTALL PIPE HANGERS AS PER SPECIFICATION SECTION 15104
4. SEE SPECIFICATION SECTION 15400 FOR HOSE BIBB, BACKFLOW PREVENTER, AND PLUMBING FIXTURES.
5. ALL EXTERIOR HOSE BIBBS TO BE FREEZELESS AND TO BE PROVIDED WITH REMOVABLE VALVE KEY.
6. ISOLATION VALVES SHALL BE PROVIDED ON ALL SUPPLY LINES AS SHOWN.
7. CONTRACTOR TO VERIFY ALL CONNECTIONS TO EQUIPMENT WITH MANUFACTURER.

McCLURE ENGINEERING COMPANY
M.E.C.results.c.o.m
705 First Avenue North
Fort Dodge, Iowa 50501
515-576-7152
fax 515-576-4235

400 SE Delaware Avenue
Ankeny, Iowa 50021
515-964-1229
Fax 515-964-2370

1150 5th Street
Suite 270
Coralville, Iowa 52241
319-338-2449
Fax 319-338-2487

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TREATMENT BUILDING WATER SUPPLY PLAN

WATER SYSTEM IMPROVEMENTS 2005
RIVERSIDE, IOWA
139028
01/31/08

DESIGNED BY: DJJ
DRAWN BY: JJB
CHECKED BY: MET
FIELD BOOK NO.: FIELDBOOK
DRAWING NO.: PB-01
SHEET NO.: 47 / 70

COUNCIL PACKET

RESOLUTION #20200207-06

RESOLUTION APPROVING REAL ESTATE LISTING AGREEMENT FOR ONE YEAR WITH LEPIC-KROEGER, REALTORS TO SELL CITY OWNED COMMERCIAL LOT #3

Whereas, the City of Riverside City will enter into an agreement for 12 months, beginning 2/7/2022 ending 2/7/2023 with Jeff Edberg of Lepic-Kroeger, Realtors to advertise and sell the City owned Commercial Lot #3 located on Commercial Drive in Riverside, IA.

Therefore, be it resolved the City of Riverside City Council does hereby approve to enter into an agreement and will list the commercial property with Lepic-Kroeger, Realtors for the period of 12 months.

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

Roll Call: Sexton, McGuire, Schneider, Kiene, Mills

Ayes:

Nays:

Absents:

Passed by the City Council of Riverside, Iowa and approved this 7th day of February, 2022.

Signed: _____ Date: _____

Allen Schneider, Mayor

Attest: _____ Date: _____

Becky LaRoche, City Clerk

LKR

Iowa City Area Association of REALTORS® - Listing Status Change/Correction Form

Property Address Lot 3 Commercial Dr, Riverside, IA 52327 MLS # 202104106

Listing Office LKR Listing Agent Jeff Edberg / Carmen Krueger Price $268,330

CONTINGENCY (AC) (Active Status)
(Accepted Offer Subject to Contingencies)

Contingent Date (Purchase Agreement Date) _____

SOLD STATUS (Closing Taken Place)
Selling Office _____

Selling Agent _____

Buyer's Last Name _____

Sale Price _____

Transaction Value _____
(If Sale, Selling Price. If Lease, Total Value.)

Lease Value _____
(Per Foot or Per Month)

Lease Term _____

Sales Terms: (Select One)
☐ Cash ☐ Conventional
☐ Lease ☐ Exchange
☐ Other ☐ FHA
☐ VA ☐ Private Party Contract

Pending Date _____
Closing Date _____

☐ **ENTERED BY AGENT**

PENDING (Status)
(Days on Market Calculated from List Date to Pending Date)

Pending Date _____

WITHDRAWAL/CANCELLATION

☐ Listing is Withdrawn

REALTOR® & Seller Signatures Required Below

☐ Listing is Cancelled

Designated REALTOR® & Seller Signatures Required Below

EXTENSION

Listing Expires This Date 01/20/2022

Extend Expiration Date to 07/20/2022

REALTOR® & Seller Signatures Required Below

BACK ON THE MARKET
(Not to Be Used to Activate an Expired Listing)

_____ Listing is Back on Market

Listing Expiration Date _____

PRICE CHANGE
Change Price to _____

REALTOR® & Seller Signatures Required Below
Use this area below to make changes to the text of a listing. If changes are extensive, use a profile sheet to indicate changes.

Signatures of Sellers/REALTORS® required: Price changes/extensions/withdrawals/cancellations.

Sellers' Signatures _____ Date _____

REALTOR®'s Signature _____ Date _____

WITHDRAWAL - It is also hereby agreed that if said property is sold within the terms of the original listing, or any extension thereof, or is sold within _____ days after the expiration of the listing or any extension thereof, as provided in said listing, then this withdrawal agreement shall be absolutely void and said original listing or extension thereof shall be in full force and effect. This is a withdrawal from the Service, NOT a cancellation of the listing.

Rvsd 4/09

LOTS/LAND AGENT REPORT



Schedule a Showing

MLS #:	202104106	Status:	Active
Ownership Type:	Lot/Land		
Address:	Lot 3 Commercial Dr		
	Riverside 52327		
Area:	SW Quadrant	DOM:	182
List Price:	$268,330	Original Price:	$268,330
Owner:	City of Riverside	Virtual Tour:	
List Agent1:	Jeff Edberg	Cell: 319-331-6187	
List Broker1:	Lepic-Kroeger, REALTORS	Off: 319-351-8811	
List Agent2:	Carmen Krueger	cell: 319-330-4927	
List Broker2:	Lepic-Kroeger, REALTORS	Off: 319-351-8811	
Listing Date:	7/15/2021	Expiration Date:	1/20/2022
County:	Washington Docs: 1		
Subd:	Eastside Comm Site SD	jeff@icrealestate.com	
		carmen@icrealestate.com	

Builder:		Tax ID:	04-09-451-002
Zoning:	PUD and C-2	Grss Tx (Cnty/City):	$0.00
Lot Dim:	300x511	Tax Year Report:	2018
Plat Page:	0	Annual Assoc Fee:	0
Township/Range:	0	Elementary School:	Riverside
Section:	0	Jr./Middle School:	Highland
Lot:	0	High School:	Highland
Block:	0	Variable Rate:	No
Acreage:	3.32	Comm. to SB ($/%):	3
Price Per Acre:	$0	T-Val:	Lease Value:

Listing Office:	Fax: 319-351-8035	Buyers Name:	Closing Costs
Pending Date:	Sold Price:	Selling Agent 1:	
Closing Date:	Sales Term:	Selling Office 1:	

AMENITIES:	None
LOT SIZE:	2-5 Acres
TOPOLOGY:	Level
PRESENT USE:	Platted
POTENTIAL USE:	Commercial/Industrial, Office/Institutional
IMPROVEMENTS:	Curb & Gutter
STRUCTURE:	None
ROAD FRONTAGE:	County/City Road, Pavement
UTILITIES AVAILABLE:	Cable TV, Electricity, Natural Gas, Sewer, Telephone, Underground Utilities, Water-City
WATER:	Other
DOCUMENTS:	Aerial Photo
POSSIBLE FINANCING:	Cash, Conventional
PHOTO CODE:	Broker Loaded
SHOWING INSTRUCTIONS:	ShowingTime
Directions:	Just east of the Hwy 218 and Hwy 22 intersection, south on Commercial Dr

Remarks *3.32 acres of "shovel ready" commercial land located off of the northwest corner of Commercial Dr and River Cross Ct. Easy access from the freeway which also provides great visibility! Property is within Riverside's city limits and is served by city water/sewer, underground utilities are also in. Traffic count on 218 is 20,000 cars per day, Hwy 22 approx 5,000 cars per day. Site would be ideal for a motel due to the recent addition of an event/wedding venue located just up the block.*

Addendum:

This information is deemed reliable, but not guaranteed.

RESOLUTION #20220207-07

RESOLUTION SETTING TIME AND PLACE FOR A PUBLIC HEARING FOR THE PURPOSE OF CONSIDERING THE MAXIMUM TAX DOLLARS FROM CERTAIN LEVIES FOR THE CITY'S PROPOSED FISCAL YEAR 2022-2023 BUDGET

WHEREAS, the City Council of Riverside, Iowa is preparing the annual budget for the Fiscal Year 2021-2022; and

WHEREAS, Iowa SF 634 requires a public hearing on the proposed maximum property tax dollars from certain levies where any resident or taxpayer of the City may present to the City Council objections or arguments in favor of the tax dollars before the budget is adopted and certified to the county auditor; and

WHEREAS, interested residents or taxpayers having comments for or against the maximum property tax dollar proposal from certain levies may appear and be heard at the public hearing at the city council meeting on February 22, 2022, at 6:00 PM in the City Hall Council Chambers, 60 N Greene Street, Riverside, Iowa.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Riverside, Iowa, that this confirms that the city council order the publication of a notice of public hearing pertaining to proposed maximum property tax dollars from certain levies not less than ten (10) days nor more than twenty (20) days prior to the date set for the hearing. A notice shall also be posted on the city website.

BE IT FURTHER RESOLVED, by the Riverside City Council of the City of Riverside, Iowa, that the Mayor and City Clerk are hereby authorized and directed to execute said resolution.

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

Roll call: Sexton, McGuire, Schneider, Kiene, Mills

Ayes: :
Nays:
Absent:

Signed: _____ Date: _____
Allen Schneider, Mayor

Attest: _____ Date: _____
Becky LaRoche, City Clerk

NOTICE OF PUBLIC HEARING - CITY OF RIVERSIDE - PROPOSED PROPERTY TAX LEVY
Fiscal Year July 1, 2022 - June 30, 2023

The City Council will conduct a public hearing on the proposed Fiscal Year City property tax levy as follows:
Meeting Date: 2/22/2022 **Meeting Time:** 06:00 PM **Meeting Location:** Riverside City Hall 60 N Greene Street
At the public hearing any resident or taxpayer may present objections to, or arguments in favor of the proposed tax levy. After adoption of the proposed tax levy, the City Council will publish notice and hold a hearing on the proposed city budget.

City Website (if available) — City Telephone Number

www.riversideiowa.gov — (319) 648-3501

	Current Year Certified Property Tax 2021 - 2022	Budget Year Effective Property Tax 2022 - 2023	Budget Year Proposed Maximum Property Tax 2022 - 2023	Annual % CHG
Regular Taxable Valuation	111,159,228	114,027,641	114,027,641	
Tax Levies:				
Regular General	900,390	900,390	923,624	
Contract for Use of Bridge			0	
Opr & Maint Publicly Owned Transit			0	
Rent, Ins. Maint. Of Non-Owned Civ. Ctr.			0	
Opr & Maint of City-Owned Civic Center			0	
Planning a Sanitary Disposal Project			0	
Liability, Property & Self-Insurance Costs			0	
Support of Local Emer. Mgmt. Commission			0	
Emergency			0	
Police & Fire Retirement			0	
FICA & IPERS			0	
Other Employee Benefits			0	
Total Tax Levy	900,390	900,390	923,624	2.58
Tax Rate	8.10000	7.89624	8.10000	

Explanation of significant increases in the budget:
Increase of 2.58% due to increase of insurance costs, additional employees, and cost of 3rd Street Capital Improvements Street Project.

If applicable, the above notice also available online at:
www.riversideiowa.gov

*Total city tax rate will also include voted general fund levy, debt service levy, and capital improvement reserve levy.
**Budget year effective property tax rate is the rate that would be assessed for these levies if the dollars requested is not changed in the coming budget year

RESOLUTION #20220207-08

RESOLUTION APROVING CERTIFICATION OF LIEN

Whereas, the City is authorized by the Code of Iowa, Section 384.84 to certify a lien for the nonpayment of utility bills provided at least 10 days' notice to be given to property owner, and

Whereas, the City Clerk gave written notice to home owners on January 17, 2022 of delinquent utility bill for 231 E 3rd Street, Riverside, Iowa and intent to certify lien, and

Therefore, be it resolved the City of Riverside City Council does hereby approve the certification to the county treasurer of a lien for the delinquent amount of $167.38 to be paid in the same manner as regular property taxes.

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

ROLL CALL VOTE: Sexton, McGuire, Schneider, Kiene, Mills

Ayes:

Nays:

Absents:

Passed by the City Council of Riverside, Iowa and approved this 7th day of February, 2022.

Signed: _____ Date: _____

Allen Schneider, Mayor

Attest: _____ Date: _____

Becky LaRoche, City Clerk

RESOLUTION #20220207-09

RESOLUTION APPROVING PLANNING & ZONING APPOINTMENT

WHEREAS the City of Riverside has determined that it is necessary to appoint volunteers to serve on the Planning & Zoning Commission to complete the duties described in the City of Riverside Code of Ordinances.

NOW, THEREFORE, BE IT RESOLVED by the City of Riverside City Council of Riverside, IA to appoint Doug Havel, Phil Richman, and Kris Westfall to the Planning & Zoning Commission, for a 5-year term, through December 31, 2026.

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

PASSED AND APPROVED this 7th day of February, 2022 by the City Council of Riverside, IA.

Roll Call: Sexton, McGuire, Schneider, Kiene, Mills

Ayes:

Nays:

Absents:

Signed: _____ Date: _____

Allen Schneider, Mayor

Attest: _____ Date: _____

Becky LaRoche, City Clerk

CITY OF RIVERSIDE
BOARD/COMMISSION/COMMITTEE APPLICATION FORM

Application For: PLANNING • ZONING
(Name of Board/Commission /Committee)

Name: PHILLIP RICHMAN

Address: 190 ELM ST APT. B

Phone Number: (319) 458-0377 E-mail: prichman1961@yahoo.com

Cell Phone: —

This form will assist the City Council in evaluating the qualifications of applications for appointment. State law requires political subdivisions to make a good faith effort to balance appointments by gender.

X Male _____Female

Please list employment, activities, hobbies, or volunteer work that you feel may qualify you for this appointment:

POST OFFICE
RACC
HISTORIC CENTER

Please describe why you are interest in serving on the PLANNING • ZONING
(Name of Board/Commission/Committee)

INTERESTED IN HOW CITY OPERATES

Include any other information that supports your interest and what contributions you feel you can make:

SOME KNOWLEDGE OF THE CITY

Please provide two references who may be contacted on your qualifications for this appointment:

Name	Address	Phone Number	Email Address	Relationship
MIKE MEINDER	WASHBURN	(319) 330-6567		RIVERSIDE WC
JENNY DOLING		(319) 541-0274		RACC

I certify that there is nothing that would prohibit me from serving on this board, commission or committee.

Signature: _____ **Date:** 1-31-22

Please return completed application to:

Christine Yancey, City Administrator
60 N Greene St, PO Box 188
Riverside, Iowa 52327
admin@cityofriversideiowa.com

This application will be retained for one year, is considered a public document, and as such can be viewed, reproduced or distributed to the public.

RESOLUTION #20220207-10

RESOLUTION TO APPROVE SEWER TELEVISING PROPOSAL ON 3RD STREET PROJECT WITH VISU-SEWER

Whereas, the City of Riverside City Council agrees to a proposal from Visu-Sewer of Mason City, Iowa, for sewer televising on the 3rd Street Capital Improvement Project,

Whereas, proposal is for approximately 2,600' of 8" sanitary sewer which includes 1 pass jet cleaning, televising, DVD's, inspection reports with PACP codes and defect still photos,

Therefore, be it resolved the City of Riverside City Council does hereby approve attached proposal at the rate of $1.77 per linear foot, and $305 per hour for mobilization.

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

Roll Call: Sexton, McGuire, Schneider, Kiene, Mills

Ayes:

Nays:

Absents:

Passed and Approved by the City Council of Riverside, Iowa and approved this 7th day of February, 2022

Signed: _____ Date: _____

Allen Schneider, Mayor

Attest: _____ Date: _____

Becky LaRoche, City Clerk

Visu-Sewer
Inspect. Maintain. Rehabilitate.

Proposal

To: Bill Stukey
City of Riverside
60 North Greene Street
Riverside, IA 52327
319-648-3501

From: Bob Moen
Visu-Sewer, Inc.
1065 15th Street SW
Mason City, IA 50401
(641) 424-8044

Date: 1/20/2022

Project: 3rd Street Sanitary Sewer CCTV Inspection

Visu-Sewer is pleased to offer the following service:

CCTV inspection of approximately 2,600 linear feet of 8" sanitary sewer in the City of Riverside on 3rd street. Project includes one (1) pass with a jet for light cleaning prior to televising, DVD's, inspection reports with PACP codes and defect still photos.

Price $1.77 per linear foot

Note: Project will be completed when in Riverside completing other projects. If completed separately a mobilization charge of $305.00 per hour port to port will apply. Root removal will be completed at $0.55 per foot. If needed heavy cleaning, reaming of deposits, and removal of protruding taps will be quoted separately.

The City of Riverside will need to provide drivable equipment access to all manholes, detailed maps with naming conventions, water from nearby hydrants without charge, a dump site for captured debris, and traffic control beyond cones and signs.

Thank you for the opportunity to quote on this project. If you have any questions, please do not hesitate to call us at 800-876-8478.

All material guaranteed to be as specified. All work to be completed in a substantial workmanlike manner according to specifications submitted, per standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance. This proposal may be withdrawn if not accepted within 30 days of issue. Time and material rates are charges "port to port". Terms - Net 30 days.

Acceptance of Proposal

The above prices, specifications and conditions are satisfactory and are hereby accepted. Visu-Sewer, Inc. is authorized to do the work as specified.

Date: _____ Signature: _____

SECTION 2 – PURCHASING LIMITATIONS

A. Informal Quotation Process (informal)

PROCEDURES FOR PURCHASING LESS THAN $5000

1. The purchase of any budgeted goods, services, repairs and equipment with a value in excess of $ 3000, but less than $5,000 shall require at least three quotations. These quotations can be either telephone quotations or from a suppliers catalog. These quotations need to be documented.

2. The City Administrator is authorized to approve purchases not to exceed $1,500.00.

3. The Mayor is authorized to approve purchases not to exceed $5,000.00.

PROCEDURES FOR PURCHASING OVER $5000

1. Employee should discuss an item they would like to purchase with the City Administrator

a. City Administrator will discuss specifications with the council

b. City Administrator will put in written form (on city letterhead) the specifications for council review for any amendments, additions or deletions

c. After a final specification sheet is compiled, City Administrator will send copies to prospective bidders

d. Employee and council can formulate a list of prospective bidders

e. City Administrator will inform the council of receipt of quotes or bids, amounts and who is determined to be the lowest most reasonable, responsible bidder

2. The purchase of any budgeted goods, services, repairs and equipment whose total value is between $5,000 and $40,000 shall require written quotations from at least three suppliers, if possible. Quotations should be sent to the City Administrator with other related paperwork.

3. Purchases for public improvements including highway, bridge, or culvert work which qualify under Chapter 314.1B of the Code of Iowa that are under $40,000 or have been declared *emergency repair work* qualify for informal quotation and shall adhere to part A.3 of this section. The following requirements must also be adhered to:

a. The contractor must provide a performance and payment bond for a public improvement project of more than $25,000.
b. The City Administrator shall solicit City Council affirmation of contracts over $25,000 at the next regularly scheduled or special called meeting.

B. Competitive Bidding Process (semi-formal)

1. The purchase of any budgeted goods or services with an estimated value in excess of $40,000 shall require the taking of competitive bids based on written bid specifications with the cooperation of the City Administrator.

All bid documents shall receive prior approval from the City Administrator or designee. All amendments to bid specifications shall be made in writing. In the event it is deemed necessary to verbally inform a vendor of a bid specification change, such verbal communications shall be immediately followed up with written confirmation of the change. A notice to bidders may be published in an authorized publication but is not required.

The written bid documents will include the time, place, and manner for filing quotations, which may be received by mail, fax, or e-mail. A report outlining all bids received, including the vendor names and the amount of the bids shall be submitted. If the bid is being awarded to a vendor

RESOLUTION #20220207-11

RESOLUTION APPROVING CITY COUNCIL APPOINTMENTS

WHEREAS, the City of Riverside has determined that it is necessary to appoint City Council members to represent the City of Riverside,

WHEREAS, Edgar McGuire and Kevin Mills are appointed as City Council liaisons to the Riverside Volunteer Fire Department,

WHEREAS, Mayor Allen Schneider will serve on the Washington County Emergency 911 board,

NOW, THEREFORE, BE IT RESOLVED by the City of Riverside City Council of Riverside, IA approves the foregoing appointments, through December 31, 2022.

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

PASSED AND APPROVED this 7th day of February, 2022 by the City Council of Riverside, IA.

Roll Call: Sexton, McGuire, Schneider, Kiene, Mills

Ayes:

Nays:

Absents:

Signed: _____ Date: _____

Allen Schneider, Mayor

Attest: _____ Date: _____

Becky LaRoche, City Clerk

RESOLUTION #20220207-12

RESOLUTION TO APPROVE WAIVING OF PURCHASE POLICY GUIDELINES AND APPROVE PURCHASE OF EMS MONITOR

WHERAS, the City of Riverside has the right to waive purchase policy guidelines for FEMA grant funds,

WHEREAS, FEMA grant funds are available to the City of Riverside for 100% of one (1) Philips RDT Tempus ALS – EMS monitor,

NOW THEFORE BE IT RESOLVED, the City Council of Riverside does hereby waive the purchasing policy of obtaining competitive bids, and approves purchase of forementioned EMS monitor at cost of $43,228.80

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

Roll Call: Sexton, McGuire, Schneider, Kiene, Mills

Ayes:

Nays:

Absents:

PASSED AND APPROVED by City Council of Riverside, Iowa, on this 7th day of February, 2022

.

Signed: _____ Date: _____
Allen Schneider, Mayor

Attest: _____ Date: _____
Becky LaRoche, City Clerk

SECTION 2 – PURCHASING LIMITATIONS

A. Informal Quotation Process (informal)

PROCEDURES FOR PURCHASING LESS THAN $5000

1. The purchase of any budgeted goods, services, repairs and equipment with a value in excess of $ 3000, but less than $5,000 shall require at least three quotations. These quotations can be either telephone quotations or from a suppliers catalog. These quotations need to be documented.

2. The City Administrator is authorized to approve purchases not to exceed $1,500.00.

3. The Mayor is authorized to approve purchases not to exceed $5,000.00.

PROCEDURES FOR PURCHASING OVER $5000

1. Employee should discuss an item they would like to purchase with the City Administrator

a. City Administrator will discuss specifications with the council

b. City Administrator will put in written form (on city letterhead) the specifications for council review for any amendments, additions or deletions

c. After a final specification sheet is compiled, City Administrator will send copies to prospective bidders

d. Employee and council can formulate a list of prospective bidders

e. City Administrator will inform the council of receipt of quotes or bids, amounts and who is determined to be the lowest most reasonable, responsible bidder

2. The purchase of any budgeted goods, services, repairs and equipment whose total value is between $5,000 and $40,000 shall require written quotations from at least three suppliers, if possible. Quotations should be sent to the City Administrator with other related paperwork.

3. Purchases for public improvements including highway, bridge, or culvert work which qualify under Chapter 314.1B of the Code of Iowa that are under $40,000 or have been declared *emergency repair work* qualify for informal quotation and shall adhere to part A.3 of this section. The following requirements must also be adhered to:

a. The contractor must provide a performance and payment bond for a public improvement project of more than $25,000.
b. The City Administrator shall solicit City Council affirmation of contracts over $25,000 at the next regularly scheduled or special called meeting.

B. Competitive Bidding Process (semi-formal)

1. The purchase of any budgeted goods or services with an estimated value in excess of $40,000 shall require the taking of competitive bids based on written bid specifications with the cooperation of the City Administrator.

All bid documents shall receive prior approval from the City Administrator or designee. All amendments to bid specifications shall be made in writing. In the event it is deemed necessary to verbally inform a vendor of a bid specification change, such verbal communications shall be immediately followed up with written confirmation of the change. A notice to bidders may be published in an authorized publication but is not required.

The written bid documents will include the time, place, and manner for filing quotations, which may be received by mail, fax, or e-mail. A report outlining all bids received, including the vendor names and the amount of the bids shall be submitted. If the bid is being awarded to a vendor

other than the low bidder, the report shall also state why the bid is not being awarded to the low bidder. The report shall also include the amount budgeted for this purchase.

The City Administrator or designee may award the contract bid, execute the contract, and authorize work to proceed under the contract, and/or approve performance and payment bonds. The City Administrator shall solicit City Council affirmation of all semi-formal bids, contracts, and purchases at the next regularly scheduled or special called meeting.

2. Purchases for public improvements qualifying under Chapter 38.2 of the Code of Iowa that are between $40,000 and $100,000 and have not been declared *emergency repair work* and are not for highway, bridge, or culvert work qualify for competitive bidding (semi-formal) and shall adhere to part B.1 of this section. The following requirement must also be adhered to: the contractor must provide a performance and payment bond for a public improvement project of.

Emergency as defined in the State Code 480.1.3 as: a condition where there is clear and immediate danger to life or health, or essential services, or a potentially significant loss of property.

C. Formal Bidding (formal)

1. Purchases for public improvements qualifying under Chapter 38.2 of the Code of Iowa that are in excess of $100,000 or are for highway, bridge, or culvert work in excess of $40,000 must use formal bidding as defined by Chapter 38 of the Code of Iowa unless the improvements are declared *emergency repair work*.

2. Formal bids must be taken with the cooperation of the City Administrator using the following steps:

   a. Detailed and written plans and specifications and a detailed cost estimate must be prepared for the public improvement project, approved by the City Administrator and placed on file.
   b. A notice to bidders must be published by the City Administrator more than 4 days but not more than 45 days before the date for filing bids. Notices must include:
      i. Time and place for filing sealed proposals
      ii. Time and place sealed proposals will be opened and considered on behalf of the governing body
      iii. The general nature of the public improvements on which bids are being requested
      iv. In general terms, when the work must be commenced and when it must be completed
      v. Bid security and bid bond requirements
   c. A notice of public hearing on plans, specifications, form of contract, and cost estimate must be published by the City Administrator more than 4 days but not more than 20 days before the public hearing.
   d. A formal opening and announcement of sealed bids on published date by the City Administrator; review, consideration, and recommendation of bid award by City Administrator; City Administrator prepares report of bids received
   e. A public hearing on plans, specifications, form of contract, and cost estimate on published date by the City Council
   f. City Council receives City Administrator report of bids received.
   g. City Council passes or rejects resolutions to adopt plans, specifications, form of contract, and estimate of cost, to award construction contract, and to approve construction contract and bond with the lowest responsive, responsible bidder who has met all bid security and bid bond requirements following public hearing in step e.

Christine Yancey

From: Toby Hancock <tobyhancock9@gmail.com>
Sent: Friday, December 10, 2021 12:04 PM
To: Christine Yancey
Subject: Defib / Monitor Quote
Attachments: Quote # 21-0724 for Riverside Fire Department.pdf

Christine,

Here is the quote for the Tempus Pro monitor that we are looking at purchasing for our Paramedic program upgrade.

This unit is being chosen because of its size, functionality, and technology as well as the lifetime preventative maintenance program.

Unfortunately this will be the only quote for this item, if further explanation is needed on the reasoning, I will be happy to do so.

Thanks,

Toby

NOTICE: This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Christine Yancey

From: Toby Hancock <tobyhancock9@gmail.com>
Sent: Wednesday, January 19, 2022 9:42 AM
To: Christine Yancey
Subject: Re: monitor bid

The price to interface is included in the quote. Chad is correct

On Mon, Jan 17, 2022 at 11:20 AM Christine Yancey <cityadmin@riversideiowa.gov> wrote:

> Hi,
>
> One of the questions raised by FEMA was about the purchasing policy since this is over $3,000. I can use computer bids, but I thought Chad had mentioned this wasn't the least expensive unit, but the one needed for our use as the maintenance was cheaper, and would tie in with the ambulance system better? I am close to getting this all complete, and it is 100% paid by FEMA. Will there be any other smaller expense for the unit either at the station or the interface with the ambulance?
>
> *Christine Yancey*
>
> City Administrator
> City of Riverside, Iowa
>
> 319-648-3501
>
> cityadmin@riversideiowa.gov

NOTICE: This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

QUOTE

LifeMed Safety, Inc.
6124 E 162nd Ave.
Brighton, CO 80602-7966

Main: (800) 276-0274
Email: orders@lifemedsafety.com
Website: www.lifemedsafety.com
Federal ID #: 46-401798

Quotation #: 21-0724
Date: 12/10/2021
Prepared By: Christy Soll

Bill To
Riverside Fire and Rescue
Accounts Receivable
271 E. 1st Street
PO Box 111
Riverside, IA 52327

Ship To
Riverside Fire and Rescue
Toby Hancock
271 E. 1st Street
PO BOX 111
Riverside, IA 52327

GRAND TOTAL
$43,228.80
Valid Until: 03/10/2022

Payment Terms	Sales Rep	Shipping Method
Net 30	Christy Soll	FedEx Ground

Qty	Item #	Description	List Price	Unit Price	Amount
1	TALSEMS2	Philips RDT Tempus ALS - EMS Bundle 2 Tempus Pro - Glasgow 12-Lead ECG w/ ST & QT, SunTech NIBP, Masimo Rainbow SpO2/SpCO, Microstream EtCO2 & Temp (Single-Channel), and Printer. Includes (1 Each): 12-Lead ECG Modular (4 & 6-Lead) Cable 8', NIBP Hose w/ Reusable Adult Plus Cuff, LifeMed Cuff Kit (Lg. Adult, Sm. Adult, Child), Masimo Rainbow Cable (4') w/ Adult Reusable SpO2/SpCO/SpMet Sensor (3'), Rechargeable Lithium Battery, USA Mains Cable, Rail System & Left Saddlebag Carry Case, Shoulder Strap, Operator Manual, Printer Paper 110mm (Box/10), One-Year IntelliSpace Corsium ReachBak Annual Subscription, and Two-Year Warranty. Tempus LS - Manual Defibrillation/Cardioversion, Fixed & Demand Pacing, CPR Metronome, 5.7" Color Screen Includes (1 Each): 3-Lead ECG Cable, Rechargeable Lithium Battery, Adult Electrode Pads, Pediatric Electrode Pads, and Two-Year Warranty.	$45,612.00	$41,050.80	$41,050.80
1	989706001071	TEMPUS PRO SmartMount - Docking and Charging Station, 2x USB Ports and 1x Ethernet Port.	$1,600.00	$1,400.00	$1,400.00
1	PAX27425-45-03-RLS	PAX Carry Case for Tempus Pro R/LS- Rails	$695.00	$625.50	$625.50
1	989706001741	Tempus Pro Pouch Rail System - Right - Tempus Pro Right (data/power side) Pouch Rail System is necessary for fitting the right side pouch to Tempus Pro.	$75.00	$67.50	$67.50

LifeMed SAFETY®

QUOTE

1	VT800-0001-001	VividTrac Adult Single-Use Video Laryngoscope, Each	$95.00	$85.00	$85.00
1	PROTEK4LIFE	PROMO: Lifetime ProTek™ Calibration & Preventative Maintenance (PM) - Annual/On-Site calibration and preventative maintenance (PM) services - for the serviceable life of the Philips' RDT Tempus ALS. Includes a Certificate of Calibration & Preventative Maintenance and service decal affixed to instrument. Offer valid with purchase of new Tempus ALS, from LifeMed Safety, Inc., and only at the time of initial purchase. Non-transferable. This service is provided by RepairMedix Biomedical Services, a LifeMed Safety, Inc. partner company. Total Value: $2,400.00	$0.00	$0.00	$0.00

LifeMed SAFETY®

QUOTE

Subtotal	**$43,228.80**
Shipping	To Be Calculated
Sales Tax	To Be Calculated
TOTAL	**$43,228.80**

Terms & Conditions:

1. Prices quoted are valid for 90 days unless stated otherwise.
2. For new Tax Exempt customers: A valid Tax Exempt Certificate is required in order to remove sales tax.
3. Send Tax Exempt Certificate to Customer Service at orders@lifemedsafety.com or fax (800) 881-0266.
4. Orders normally ship within 30 days of receipt of accepted Purchase Order or Sales Order acknowledgement.
5. All discounts are contingent upon payment within agreed upon terms.
6. Authorization is required for all returns. Minimum 30% restocking fee with original packaging.
7. A $30.00 charge will be assessed for any check returned for non-sufficient funds.

To accept this Quotation and place order, please sign & return:

Signature:_____ **Date:**_____

Print Name:_____ **Purchase Order #:**_____

Title:_____ **Tax Exempt #:**_____

Thank you for your business!

LifeMed Safety, Inc.
6124 E 162nd Ave.
Brighton, CO 80602-7966
(800) 276-0274
www.lifemedsafety.com

RESOLUTION #20220207-13

RESOLUTION TO AWARD THE RAILROAD PARK IMPROVEMENTS PROJECT CONSTRUCTION CONTRACT

WHEREAS, A public hearing was held, and notices were published according to the legal requirements of the State of Iowa for the Railroad Park Improvements Project,

WHEREAS, A bid letting was held on December 15th, 2021 at 2:00 pm at Riverside City Hall where the sealed bids received were opened and a Bid tabulation sheet was prepared by Brian Boelk of Axiom Consultants,

NOW THEREFORE BE IT RESOLVED, the City of Riverside City Council does hereby approve the award for contracted services to All American Concrete, Inc of West liberty, Iowa in the amount of $525,641.445

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

Roll Call: Sexton, McGuire, Schneider, Kiene, Mills

Ayes:

Nays:

Abstain/Absent:

PASSED AND APPROVED by the City Council of Riverside, Iowa, on this 7th day of February, 2021.

Signed: _____ Date: _____

Allen Schneider, Mayor

Attest: _____ Date: _____

Becky LaRoche, City Clerk

CONTRACT FORM

CONTRACT NO. 21-0145

DATE: January 31, 2022

THIS CONTRACT, made and entered into at **CITY OF RIVERSIDE, IOWA** this_____ day of _____, 20____, by and between the **CITY OF RIVERSIDE, IOWA** by and upon order of its **MAYOR** hereinafter called the "Jurisdiction," and **ALL AMERICAN CONCRETE, INC**, hereinafter called the "Contractor."

WITNESSETH:

The Contractor hereby agrees to complete the work comprising the below referenced improvement as specified in the contract documents, which are officially on file with the Jurisdiction, in the office of the **CITY OF RIVERSIDE, IOWA**. This contract includes all contract documents. The work under this contract shall be constructed in accordance with the SUDAS Standard Specifications, 2021 Edition, and as further modified by the supplemental specifications and special provisions included in said contract documents, and the Contract Attachment - Item 1: General, which is attached hereto. The Contractor further agrees to complete the work in strict accordance with said contract documents, and to guarantee the work as required by law, for the time required in said contract documents, after its acceptance by the Jurisdiction.

This contract is awarded and executed for completion of the work specified in the contract documents for the bid prices shown on the Contract Attachment - Item 2: Bid Items, Quantities, and Prices, which were proposed by the Contractor in its proposal submitted in accordance with the Notice to Bidders and Notice of Public Hearing for the following described improvements:

Summary Project Description: Improvements to City of Riverside's public park, known as Railroad Park, includes the removal of existing sand play surface, the installation of new Poured in Place colored rubber surface, the widening of playground surface, the installation of additional playground equipment, and new sidewalks surrounding the playground area. Improvements to the public improvements include the removal and replacement of newly aligned S Hickory Street, the installation of 48 parking stalls, the storm sewer installation, the installation of bio-retention cell and the removal and replacement of sidewalk.

The Contractor agrees to perform said work for and in consideration of the Jurisdiction's payment of the bid amount of **Five Hundred Twenty-Five Thousand, Six Hundred Forty-One Dollars and 45/100 ($525,641.45)** which amount shall constitute the required amount of the performance, maintenance, and payment bond. The Contractor herby agrees to commence work under this contract on or before a date to be specified in a written notice to proceed by the Jurisdiction and to fully complete the project **September 2nd, 2022**; and to pay liquidated damages for noncompliance with said completion provisions at the rate of **Five Hundred Dollars and 00/100** ($**500.00**) for each calendar day thereafter that the work remains incomplete.

The Contractor agrees to provide progress payments based on Applications for Payment submitted to the Engineer by the Contractor and approval for payment issued by the Engineer, the Jurisdiction shall make progress payments on account of City Councils approval of the Contract Sum to the Contractor as provided below. The period covered by each Application for Payment shall be on calendar month ending on the last day of the month and provided to the Engineer not later than the **3RD WEDNESDAY** of a month. For each progress payment made prior to Substantial Completion of the Work, the Jurisdiction may withhold retainage from the

payment in the amount of 5%. Final payment, constituting the entire paid balance of the Contract Sum, shall be made by the Jurisdiction to the Contractor when

1. The Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work to satisfy other requirements, if any, which extend beyond final payment;
2. A final Certificate for Payment has been issued by the Engineer.

The Jurisdiction's final payment to the Contractor shall be made no later than 30 days after the issuance of the Engineer's final Certificate for Payment.

IN WITNESS WHEREOF, the Parties hereto have executed this instrument, in triplicate on the date first shown written.

JURISDICTION

BY: _____

(SEAL)

ATTEST: _____

FORM APPROVED BY:

_____

(ATTORNEY FOR JURISDICTION)

CONTRACTOR

COMPANY NAME: _____

SIGNATURE: _____

TITLE: _____

ADDRESS: _____

TELEPHONE: _____

CONTRACTOR PUBLIC REGISTRATION INFORMATION To Be Provided By:

1. All Contractors: The Contractor shall enter its Public Registration Number

_ _ _ _ _ - _ _

issued by the Iowa Commissioner of Labor pursuant to Section 91C.5 of the Iowa Code.

2. Out-of-State Contractors:

A. Pursuant to Section 91C.7 of the Iowa Code, an out-of-state contractor, before commencing a contract in excess of five thousand dollars in value in Iowa, shall file a bond with the division of labor services of the department of workforce development. It is the contractor's responsibility to comply with said Section 91C.7 before commencing this work.

B. Prior to entering into contract, the designated low bidder, if it is a corporation organized under the laws of a state other than Iowa, shall file with the engineer a certificate from the Secretary of the State of Iowa showing that it has complied with all the provisions of Chapter 490 of the Iowa Code, or as amended, governing foreign corporations.

NOTE: All signatures on this contract must be original signatures in ink; copies, facsimile, or electronic signatures will not be accepted.

CORPORATE ACKNOWLEDGMENT

State of _____)
_____) SS
_____ County)

On this _____ day of _____, 20____, before me, the undersigned, a Notary Public in and for the State of _____, personally appeared _____ and _____, to me known, who, being by me duly sworn, did say that they are the _____, and _____, respectively, of the corporation executing the foregoing instrument; that (no seal has been procured by) (the seal affixed thereto is the seal of) the corporation; that said instrument was signed (and sealed) on behalf of the corporation by authority of this Board of Directors; that _____ and _____ acknowledged the execution of the instrument to be the voluntary act and deed of the corporation, by it and by them voluntarily executed.

_____
Notary Public in and for the State of _____
My commission expires _____, 20_____

CONTRACT ATTACHMENT

CONTRACT ATTACHMENT: ITEM 1 - GENERAL

Application for Payments, see ATTACHMENT 1.

CONTRACT ATTACHMENT: ITEM 2 - BID ITEMS AND QUANTITIES

This contract is awarded and executed for completion of the work specified in the contract documents for the the bid prices tabulated below as proposed by the Contractor in its proposal submitted in accordance with notice to bidders and notice of public hearing. All quantities are subject to revision by the jurisdiction. Quantity changes that amount to 20% or less of the amount bid shall not affect the unit bid price.

ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT
1.	MOBILIZATION	LS	1	$18,000.00	$18,000.00
~~2.~~	~~CLEARING & GRUBBING~~	~~LS~~	~~1~~	~~$ 0.00~~	~~$ 0.00~~
3.	PAVEMENT REMOVAL	SY	1,430	$ 8.50	$12,155.00
4.	PLAY SAND REMOVAL	TON	575	$ 9.00	$ 5,175.00
5.	RELOCATE BIRD HOUSE AND (2) BENCHES	LS	1	$ 1,400.00	$ 1,400.00
6.	TOPSOIL - STRIP, STOCKPILE & RE-SPREAD	CY	391	$ 34.00	$13,294.00
7.	EARTHWORK	CY	1,300	$ 20.40	$26,520.00
8.	RAIN GARDEN SOIL MIX	CY	122	$ 100.00	$12,200.00
9.	STORM SEWER, 18" RCP	LF	40	$ 80.00	$ 3,200.00
10.	STORM SEWER, 12" RCP	LF	234	$ 57.00	$13,338.00
11.	STORM SEWER, 12" CMP	LF	38	$ 75.00	$ 2,850.00
12.	STORM SEWER, 8" HDPE	LF	28	$ 46.00	$ 1,288.00
13.	STORM SEWER, 23"X14" ARCH PIPE (18" EQUIVALENT)	LF	148	$ 118.00	$17,464.00
14.	SUBDRAIN, 4" (PLAYGROUND SURFACE)	LF	320	$ 21.00	$ 6,720.00
15.	SUBDRAIN, 6" (ROADWAY)	LF	513	$ 21.00	$10,773.00
16.	STORM INTAKES, SW-501	EA	2	$ 4,000.00	$ 8,000.00
17.	STORM INTAKES, SW-512	EA	2	$ 1,700.00	$ 3,400.00
18.	STORM INTAKES, SW-505 W/ TYPE Q CASTING	EA	1	$ 6,000.00	$ 6,000.00
19.	STORM STRUCTURES, 18" FES	EA	4	$ 1,800.00	$ 7,200.00
20.	STORM STRUCTURES, 12" FES	EA	2	$ 1,500.00	$ 3,000.00
21.	STORM STRUCTURES, 8" FES	EA	2	$ 750.00	$ 1,500.00
22.	RIP RAP, CLASS E	TON	80	$ 72.00	$ 5,760.00
23.	WATER VALVE ADJUSTMENTS	LS	1	$ 500.00	$ 500.00
24.	DOUBLE REINFORCED PAVEMENT 7"	SY	118	$ 105.00	$12,390.00
25.	PAVING, 7" PCC - S HICKORY STREET	SY	643	$ 43.55	$28,002.65
26.	PAVING, 6" PCC - PARKING	SY	1,117	$ 36.40	$40,658.80
27.	MODIFIED SUBBASE, 4" & 6"	TON	807	$ 21.50	$17,350.50

ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT
28.	PAVING, 4" PCC - SIDEWALK INCLUDING RAMPS AND TRUNCATED DOMES	SY	1,085	$ 49.00	$53,165.00
29.	DRIVEWAYS, GRAVEL	TON	20	$ 30.00	$ 600.00
30.	PAVEMENT MARKINGS	LS	1	$ 1,500.00	$ 1,500.00
31.	PLAYGROUND SURFACING (POURED-IN-PLACE RUBBER)	SF	8,856	$ 18.00	$159,408.00
32.	PLAYGROUND EQUIPMENT, INSTALLATION ONLY	EA	2	$ 1,500.00	$ 3,000.00
33.	SEEDING & MULCH - TEMPORARY	AC	0.75	$ 2,900.00	$ 2,175.00
34.	PERMANENT NATIVE SEEDING & MULCH	SY	200	$ 5.00	$ 1,000.00
35.	SOD - PERMANENT (SQUARES)	SQ	2.5	$ 425.00	$ 1,062.50
36.	SIGNAGE	EA	6	$ 420.00	$ 2,520.00
37.	TRAFFIC CONTROL	LS	1	$ 3,000.00	$ 3,000.00
38.	EROSION CONTROL MEASURES	LS	1	$ 6,300.00	$ 6,300.00
~~39.~~	~~TREES, RELOCATE~~	~~EA~~	~~2~~	~~$ 0.00~~	~~$ 0.00~~
40.	RIP RAP, 3"-6" EROSION STONE	TON	63	$ 60.00	$ 3,780.00
41.	SEEDING & MULCH - PERMANENT, TYPE 1	AC	0.8	$ 5,600.00	$ 4,480.00
42.	STORM SEWER REMOVAL, 12" CMP	LF	132	$ 16.00	$ 2,112.00
43.	WATER FOUNTAIN & YARD HYDRANT REMOVAL	LS	1	$ 800.00	$ 800.00
44.	CONNECT TO EXISTING STORM SEWER STRUCTURE	EA	2	$ 500.00	$ 1,000.00
45.	SUBDRAIN, CLEANOUTS	EA	2	$ 800.00	$ 1,600.00
	TOTAL CONSTRUCTION COST				**$ 525,641.45**

NOTES:
1. Removal of large ash trees to be handled by Owner (City) per current contract.
2. Playground equipment to be purchased by Owner. Installation to be included in Bid.
3. Removal of existing birch tree is yet to be determined.

END OF SECTION

ATTACHMENT 1

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

TO OWNER:
CITY OF RIVERSIDE
60 GREENE STREET
RIVERSIDE, IOWA 52327

PROJECT:
RAILROAD PARK
IMPROVEMENTS

APPLICATION NO: 1
APPLICATION DATE: 12/10/2021
PERIOD TO: 11/30/2021
PROJECT NOS: 21-0145
CONTRACT DATE: 1/31/2022

Distribution to:
☐ OWNER
☐ ARCHITECT
☐ CONTRACTOR
☐
☐

FROM CONTRACTOR:
ALL AMERICAN CONCRETE
1489 US-6
WEST LIBERTY, IOWA 52776

ENGINEER:
AXIOM CONSULTANTS
60 E COURT ST
IOWA CITY, IOWA 52240

CONTRACT FOR: PARK IMPROVEMENTS

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM		$ 525,641.45
2. Net change by Change Orders		$ 0.00
3. CONTRACT SUM TO DATE (Line 1 ± 2)		$ 525,641.45
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)		$ 0.00
5. RETAINAGE:		
a. 5 % of Completed Work (Column D + E on G703)	$ 0.00	
b. ____ % of Stored Material (Column F on G703)	$	
Total Retainage (Lines 5a + 5b or Total in Column I of G703)		$ 0.00
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)		$ 0.00
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)		$
8. CURRENT PAYMENT DUE		$ 0.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)		$ 525,641.45

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this Month		
TOTALS	$0.00	$0.00
NET CHANGES by Change Order	$0.00	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:

By: _____ Date: 12/10/2021

State of:
County of:
Subscribed and sworn to before me this
day of
Notary Public:
My Commission expires:

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED . . . . . $ _____

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and onthe Continuation Sheet that are changed to conform with the amount certified.)
ARCHITECT:

By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

COUNCIL PACKET

AIA DOCUMENT G702 · APPLICATION AND CERTIFICATION FOR PAYMENT · 1992 EDITION · AIA® · © 1992 THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVE., N.W., WASHINGTON, DC 20006-5292
Users may obtain validation of this document by requesting a completed AIA Document D401 - Certification of Document's Authenticity from the Licensee.

CONTINUATION SHEET

AIA DOCUMENT G703

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 1
APPLICATION DATE: 12/10/2021
PERIOD TO: 11/30/2021
ARCHITECT'S PROJECT NO:

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE) 5%
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
	RR PARK BASE BID	$525,641.45	$0.00	$0.00	$0.00	$0.00	0.00%	$525,641.45	$0.00
	CO-01:	$0.00	$0.00	$0.00	$0.00	$0.00			$0.00
	CO-02:	$0.00	$0.00	$0.00	$0.00	$0.00			$0.00
		$0.00	$0.00	$0.00	$0.00	$0.00			$0.00
		$0.00	$0.00	$0.00	$0.00	$0.00			$0.00
						$0.00			$0.00
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						$0.00			$0.00
						$0.00			$0.00
						$0.00			$0.00
						$0.00			$0.00
	GRAND TOTALS	$525,641.45	$0.00	$0.00	$0.00	$0.00	0.00%	$525,641.45	$0.00

Users may obtain validation of this document by requesting of the license a completed AIA Document D401 - Certification of Document's Authenticity

COUNCIL PACKET

PERFORMANCE, PAYMENT AND MAINTENANCE BOND FORM

SURETY BOND NO. _____

PERFORMANCE, PAYMENT, AND MAINTENANCE BOND

KNOW ALL BY THESE PRESENTS:

That we, _____, as Principal (hereinafter the "Contractor" or "Principal" and _____, as Surety are held and firmly bound unto _____ , as Obligee (hereinafter referred to as "the Jurisdiction"), and to all persons who may be injured by any breach of any of the conditions of this Bond in the penal sum of _____ _____ dollars ($_____), lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, legal representatives and assigns, jointly or severally, firmly by these presents.

The conditions of the above obligations are such that whereas said Contractor entered into a contract with the Jurisdiction, bearing date the _____ day of _____, _____, hereinafter the "Contract") wherein said Contractor undertakes and agrees to construct the following described improvements:

Summary Project Description: Improvements to City of Riverside's public park, known as Railroad Park, includes the removal of existing sand play surface, the installation of new Poured in Place colored rubber surface, the widening of playground surface, the installation of additional playground equipment, and new sidewalks surrounding the playground area. Improvements to the public improvements include the removal and replacement of newly aligned S Hickory Street, the installation of 48 parking stalls, the storm sewer installation, the installation of bio-retention cell and the removal and replacement of sidewalk; and to faithfully perform all the terms and requirements of said Contract within the time therein specified, in a good and workmanlike manner, and in accordance with the Contract Documents. Provided, however, that one year after the date of acceptance as complete of the work under the above referenced Contract, the maintenance portion of this Bond shall continue in force but the penal sum for maintenance shall be reduced to the sum of _____DOLLARS ($_____), which is the cost associated with those items shown on the proposal and in the Contract that require a maintenance bond period in excess of one year.

It is expressly understood and agreed by the Contractor and Surety in this bond that the following provisions are a part of this Bond and are binding upon said Contractor and Surety, to-wit:

1. PERFORMANCE: The Contractor shall well and faithfully observe, perform, fulfill, and abide by each and every covenant, condition, and part of said Contract and Contract Documents, by reference made a part hereof, for the above referenced improvements, and shall indemnify and save harmless the Jurisdiction from all outlay and expense incurred by the Jurisdiction by reason of the Contractor's default of failure to perform as required. The Contractor shall also be responsible for the default or failure to perform as required under the Contract and Contract Documents by all its subcontractors, suppliers, agents, or employees furnishing materials or providing labor in the performance of the Contract.
2. PAYMENT: The Contractor and the Surety on this Bond hereby agreed to pay all just claims submitted by persons, firms, subcontractors, and corporations furnishing materials

for or performing labor in the performance of the Contract on account of which this Bond is given, including but not limited to claims for all amounts due for labor, materials, lubricants, oil, gasoline, repairs on machinery, equipment, and tools, consumed or used by the Contractor or any subcontractor, wherein the same are not satisfied out of the portion of the contract price the Jurisdiction is required to retain until completion of the improvement, but the Contractor and Surety shall not be liable to said persons, firms, or corporations unless the claims of said claimants against said portion of the contract price shall have been established as provided by law. The Contractor and Surety hereby bind themselves to the obligations and conditions set forth in Chapter 573 of the Iowa Code, which by this reference is made a part hereof as though fully set out herein.

3. MAINTENANCE: The Contractor and the Surety on this Bond hereby agree, at their own expense:

A. To remedy any and all defects that may develop in or result from all work except new paving to be performed under the Contract within the period of (insert length of maintenance period, typically 2 years) year (s) from the date of acceptance of the work under the Contract, by reason of defects in workmanship or materials used in construction of said work; and

B. To remedy any and all defects that may develop in or result from new paving work to be performed under the Contract within the period of (insert length of maintenance period, typically 4 years) year (s) from the date of acceptance of the work under the Contract, by reason of defects in workmanship or materials used in construction of said work;

C. To keep all work in continuous good repair; and

D. To pay the Jurisdiction's reasonable costs of monitoring and inspection to assure that any defects are remedied, and to repay the Jurisdiction all outlay and expense incurred as a result of Contractor's and Surety's failure to remedy any defect as required by this section.

E. Maintenance bond requirements shall not apply to the following: work that is not permanently incorporated into the project, pavement markings, seeding, sodding, and plant material and planting.

4. GENERAL: Every Surety on this Bond shall be deemed and held bound, any contract to the contrary notwithstanding, to the following provisions:

A. To consent without notice to any extension of time to the Contractor in which to perform the Contract;

B. To consent without notice to any change in the Contract or Contract Documents, which thereby increases the total contract price and the penal sum of this bond, provided that all such changes do not, in the aggregate, involve an increase of more than 20% of the total contract price, and that this bond shall then be released as to such excess increase; and

C. To consent without notice that this Bond shall remain in full force and effect until the Contract is completed, whether completed within the specified contract period, within an extension thereof, or within a period of time after the contract period has elapsed and the liquidated damage penalty is being charged against the Contractor.

D. That no provision of this Bond or of any other contract shall be valid that limits to less that five years after the acceptance of the work under the Contract the right to sue on this Bond.

E. That as used herein, the phrase "all outlay and expense" is not to be limited in any way, but shall include the actual and reasonable costs and expenses incurred by the Jurisdiction including interest, benefits, and overhead where applicable. Accordingly, "all outlay and expense" would include but not be limited to all contract or employee expense, all equipment usage or rental, materials, testing, outside experts, attorney's fees (including overhead expenses of the Jurisdiction's staff attorneys), and all costs and expenses of litigation as they are incurred by the Jurisdiction. It is intended the Contractor and Surety will defend and indemnify the Jurisdiction on all claims made against the Jurisdiction on account of Contractor's failure to perform as required in the Contract and Contract Documents, that all agreements and promises set forth in the Contract and Contract Documents, in approved change orders, and in this Bond will be fulfilled, and that the Jurisdiction

will be fully indemnified so that it will be put into the position it would have been in had the Contract been performed in the first instance as required.

In the event the Jurisdiction incurs any "outlay and expense" in defending itself against any claim as to which the Contractor or Surety should have provided the defense, or in the enforcement of the promises given by the Contractor in the Contract, Contract Documents, or approved change orders, or in the enforcement of the promises given by the Contractor and Surety in this Bond, the Contractor and Surety agree that they will make the Jurisdiction whole for all such outlay and expense, provided that the Surety's obligation under this bond shall not exceed 125% of the penal sum of this bond.

In the event that any actions or proceedings are initiated regarding this Bond, the parties agree that the venue thereof shall be _____ County, State of Iowa. If legal action is required by the Jurisdiction to enforce the provisions of this Bond or to collect the monetary obligation incurring to the benefit of the Jurisdiction, the Contractor and the Surety agree, jointly, and severally, to pay the Jurisdiction all outlay and expense incurred therefor by the Jurisdiction. All rights, powers, and remedies of the Jurisdiction hereunder shall be cumulative and not alternative and shall be in addition to all rights, powers, and remedies given to the Jurisdiction, by law. The Jurisdiction may proceed against surety for any amount guaranteed hereunder whether action is brought against the Contractor or whether Contractor is joined in any such action(s) or not.

NOW THEREFORE, the condition of this obligation is such that if said Principal shall faithfully perform all the promises of the Principal, as set forth and provided in the Contract, in the Contract Documents, and in this Bond, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

When a word, term, or phrase is used in this Bond, it shall be interpreted or construed first as defined in this Bond, the Contract, or the Contract Documents; second, if not defined in the Bond, Contract, or Contract Documents, it shall be interpreted or construed as defined in applicable provisions of the Iowa Code; third, if not defined in the Iowa Code, it shall be interpreted or construed according to its generally accepted meaning in the construction industry; and fourth, if it has no generally accepted meaning in the construction industry, it shall be interpreted or construed according to its common or customary usage.

Failure to specify or particularize shall not exclude terms or provisions not mentioned and shall not limit liability hereunder. The Contract and Contract Documents are hereby made a part of this Bond.

(CON'T – PERFORMANCE, PAYMENT, AND MAINTENANCE BOND)

PRINCIPAL

CONTRACTOR: _____

SIGNATURE:

_____

TITLE: _____

SURETY

SURETY COMPANY: _____

SIGNATURE ATTORNEY-IN-FACT/OFFICER:

_____

PRINTED ATTORNEY-IN-FACT/OFFICER:

_____

ADDRESS: _____

TELEPHONE: _____

FORM APPROVED BY

ATTORNEY FOR JURISDICTION:

_____

NOTE:

1. All signatures on this performance, payment, and maintenance bond must be original signatures in ink; copies, facsimile, or electronic signatures will not be accepted.
2. This bond must be sealed with the Surety's raised, embossing seal.
3. The Certificate or Power of Attorney accompanying this bond must be valid on its face and sealed with the Surety's raised, embossing seal.
4. The name and signature of the Surety's Attorney-in-Fact/Officer entered on this bond must be exactly as listed on the Certificate or Power of Attorney accompanying this bond.

END OF SECTION

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

TO OWNER:
CITY OF RIVERSIDE
60 GREENE STREET
RIVERSIDE, IOWA 52327

PROJECT:
RAILROAD PARK
IMPROVEMENTS

APPLICATION NO: 1
APPLICATION DATE: 12/10/2021
PERIOD TO: 11/30/2021
PROJECT NOS: 21-0145
CONTRACT DATE: 1/31/2022

Distribution to:
[ ] OWNER
[ ] ARCHITECT
[ ] CONTRACTOR
[ ]
[ ]

FROM CONTRACTOR:
ALL AMERICAN CONCRETE
1489 US-6
WEST LIBERTY, IOWA 52776

ENGINEER:
AXIOM CONSULTANTS
60 E COURT ST
IOWA CITY, IOWA 52240

CONTRACT FOR: PARK IMPROVEMENTS

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM		$ 525,641.45
2. Net change by Change Orders		$ 0.00
3. CONTRACT SUM TO DATE (Line 1 ± 2)		$ 525,641.45
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)		$ 0.00
5. RETAINAGE:		
a. 5 % of Completed Work (Column D + E on G703)	$ 0.00	
b. ____ % of Stored Material (Column F on G703)	$	
Total Retainage (Lines 5a + 5b or Total in Column I of G703)		$ 0.00
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)		$ 0.00
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)		$
8. CURRENT PAYMENT DUE		$ 0.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)		$ 525,641.45

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this Month		
TOTALS	$0.00	$0.00
NET CHANGES by Change Order	$0.00	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:

By: _____ Date: 12/10/2021

State of:
Subscribed and sworn to before me this
Notary Public:
My Commission expires:

County of:
day of

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED . . . . . $ _____

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and onthe Continuation Sheet that are changed to conform with the amount certified.)
ARCHITECT:

By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

COUNCIL PACKET

AIA DOCUMENT G702 · APPLICATION AND CERTIFICATION FOR PAYMENT · 1992 EDITION · AIA® · © 1992 THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVE., N.W., WASHINGTON, DC 20006-5292
Users may obtain validation of this document by requesting a completed AIA Document D401 - Certification of Document's Authenticity from the Licensee.

CONTINUATION SHEET

AIA DOCUMENT G703

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing
Contractor's signed certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 1
APPLICATION DATE: 12/10/2021
PERIOD TO: 11/30/2021
ARCHITECT'S PROJECT NO:

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE) 5%
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
	RR PARK BASE BID	$525,641.45	$0.00	$0.00	$0.00	$0.00	0.00%	$525,641.45	$0.00
	CO-01:	$0.00	$0.00	$0.00	$0.00	$0.00			$0.00
	CO-02:	$0.00	$0.00	$0.00	$0.00	$0.00			$0.00
		$0.00	$0.00	$0.00	$0.00	$0.00			$0.00
		$0.00	$0.00	$0.00	$0.00	$0.00			$0.00
						$0.00			$0.00
						$0.00			$0.00
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						$0.00			$0.00
						$0.00			$0.00
						$0.00			$0.00
						$0.00			$0.00
	GRAND TOTALS	$525,641.45	$0.00	$0.00	$0.00	$0.00	0.00%	$525,641.45	$0.00

Users may obtain validation of this document by requesting of the license a completed AIA Document D401 - Certification of Document's Authenticity

COUNCIL PACKET

RESOLUTION #20200207-14

RESOLUTION TO SET THE DATE FOR PUBLIC HEARING FOR PLAN SPECS, FORM OF CONTRACT AND ESTIMATED COSTS FOR THE 3rd STREET PROJECT

WHEREAS, the City Council of Riverside, Iowa, will hold a public hearing on February 22, 2022 during the City Council Meeting beginning at 6:00 pm, to accept the plan specifications, form of contact and estimated costs for the 3rd Street Project.

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THEREFORE, BE IT RESOLVED, The City of Riverside City Council, hereby approves the date for the Public Hearing.

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

ROLL CALL VOTE: Sexton, McGuire, Schneider, Kiene, Mills

Ayes:

Nays:

Absent:

Passed and Approved by the City Council of Riverside, Iowa and approved this 7th day of February, 2022.

Signed: _____ Date: _____
Allen Schneider, Mayor

Attest: _____ Date: _____
Becky LaRoche, City Clerk

NOTICE OF PUBLIC HEARING ON

PROPOSED 3RD STREET IMPROVEMENTS PROJECT

YOU ARE HEREBY NOTIFIED that the City of Riverside, Iowa, will hold a public hearing on proposed plans, specifications, form of contract and estimated costs for construction of the 3rd Street Improvements Project for the City of Riverside, Iowa on February 22nd, at 6:00 p.m. in the City Council Chambers located at the Riverside City Hall, 60 Greene Street, Riverside, Iowa.

All interested persons are invited to attend the public hearing and to offer comments, orally or in writing, on support of or in opposition to the proposed 3rd Street Improvements Project. Written comments may be submitted to the Riverside City Clerk, P.O. Box 188, Riverside, IA 52327-0188, in advance of the public hearing. Any questions regarding the topic may also be directed to City Hall.

This notice is published at the direction of the City Council for the City of Riverside, Iowa.

2/7/2022 Council Meeting

Public Works-Mixed up leaf pile, added water for composting
-Working on tractors for spring
-Working on door for wash bay
-Putting product on streets for ice
-Cleaned shop
-Repaired rope for flag poles
-Tree bids for Railroad Park
-Dump truck tailgate repair
-Mixed compost pile
-Picked up Christmas decorations
-Ordered filters for city hall
-Answered Suburban questions, test drive
-Removed Christmas lights from tree
-Emptied downtown trash
-Cleaned off city sidewalks
-Took truck to Kalona to remove roofing overspray
-Lowered flags
-Truck prep for snow removal
-Snow plowing, remove snow piles
-Cleaned up equipment after snow removal
-Cleaned up cold storage in shop
-Worked on mowers
-Checked bathrooms for water leaks
-Checked tire pressure on all vehicles
-Worked on paperwork for budget meeting
-Checked sidewalks around town for snow and ice
-Talked to dealers on tractors
-Checked sidewalks that received letters for snow
-Jay-waiting on Galileo house inspection
-Check on tree removal at Railroad Park

City Administrator-Monday employee meetings
-Payroll
-A/P
-Agenda Prep
-Budget-books prepared
-Answering phones
-Emails
-Vaughn Davisson's tree removed
-1/18 KCII Council update
-1/19 Meeting with Allen
-1/20 Zoom meeting for Community Visioning website

-1/21 KCTC
-1/24 Meeting with Sheriff on possible sheriff contract wide animal ordinance
-1/24 Phone meeting with Dominic-KCII RR Park Tree Removal
-1/24 Phone meeting on brochure-Sesquicentennial-sent to MaryJane Stumpf, Chris Kirkwood
-1/24 Zoom ICICOG Hometown Pride
-1/25 Phone call from Terry Phillips to arrange opening of FD door for blood drive
-1/25 Newsletter
-1/25 WEDG meeting
-1/25 Casino meeting
-1/25 P&Z meeting
-1/25 Community Visioning Kick-Off meeting
-1/26 Emails with Mediacom-sending check for ROW permit
-1/26 Phone conversation with resident-alley, garden in ROW
-1/26 Nuisance letters on snow removal-sidewalks
-1/26 Heritage on Aging meeting
-1/26 Meeting with Central Cable-STC fiber install
-1/26 RACC meeting
-1/27 Meeting with Axiom
-1/27 Budget meeting
-1/27 meeting with Windstream-getting info on empty building on 22
-1/27 Budget meeting
-1/28 Door hangers for snow removal
-1/28 Sending out Community Visioning info to paper, put on web
-1/28 Worked on swings for Railroad Park
-1/28 Attached quote for monitor to FEMA website
-1/28 Emailed PeopleService on contract cap-Chad (owner) sending new letter with amount
-2/2 Public meeting on 3rd St
-Agenda and packet to website

City Clerk-Payroll

-Water billing
-Newsletter printing/folding
-Door hangers
-Water shut offs
-Utility liens
-Utilities to income/offset for collection
-Letters on 3rd Street Project
-Process payroll, run checks and distribute
-Payroll taxes, paper checks and online
-Month end balancing
-Deposits
-Emails
-Calls for high water usage
-Move ins/outs

-Council packets, claims
-Council meetings-live stream, minutes, upload videos to put on website
-Process building permits
-Process ROW permits
-Riverboat annual municipal grant
-City sign updates
-Month end payments
-Arrange for minutes, claims, contracts for mayor's signature
-Record agreements as required
-Public hearing notices to paper
-Post agendas

Goals-

Website updates-Text-currently 40.

Update Employee Handbook-waiting for attorney information-have draft copy

Nuisance Properties-ongoing process, letters sent, follow up

Downtown Building Inspection Process-Checking into cost if Fire Inspector does not happen

Code updates-Working on animal control, (sheriff) storage containers, M-1 remove living quarters

Completed Railroad Park and 3rd Street Design-

- Railroad Park-Trees removed-waiting for spring
- 3rd Street-Public meeting 2/2/2022

OFFICE OF AUDITOR OF STATE
STATE OF IOWA

Mary Mosiman, CPA
Auditor of State

State Capitol Building
Des Moines, Iowa 50319-0004

Telephone (515) 281-5834 Facsimile (515) 242-6134

NEWS RELEASE

Contact: Marlys Gaston
515/281-5834

FOR RELEASE May 4, 2018

Auditor of State Mary Mosiman today released an agreed-upon procedures report on the City of Riverside, Iowa for the period July 1, 2016 through June 30, 2017. The agreed-upon procedures engagement was performed pursuant to Chapter 11.6 of the Code of Iowa.

Mosiman recommended the City review its control procedures to obtain the maximum internal control possible and establish procedures to reconcile utility billings, collections and delinquent accounts for each billing period. The City should also ensure reconciliations between bank and book balances are reviewed by an independent person.

In addition, the City should ensure City advisory committee meetings are preceded by proper notice and minutes of the meetings meet the requirements of the Code of Iowa.

A copy of the agreed-upon procedures report is available for review in the City Clerk's Office, in the Office of Auditor of State and on the Auditor of State's web site at https://auditor.iowa.gov/reports/1721-0886-BL0F.

# # #

City of Riverside

Detailed Recommendations

For the period July 1, 2016 through June 30, 2017

(A) Segregation of Duties – One important aspect of internal accounting control is the segregation of duties among employees to prevent an individual employee from handling duties which are incompatible. Generally, one individual has control over each of the following areas for the City:

(1) Accounting system – performing all general accounting functions, including journal entries, having custody of assets and controlling all data input and output.

(2) Cash – handling, reconciling and recording.

(3) Investments – recordkeeping, investing and custody of investments.

(4) Receipts – opening mail, collecting, depositing, recording and reconciling.

(5) Utilities – billing, collecting, depositing, posting, entering rates into the system and maintaining detailed accounts receivable records.

(6) Long-term debt – recordkeeping and reconciling.

(7) Disbursements – invoice processing, check signing, reconciling and recording.

(8) Payroll – recordkeeping, preparing, signing and distributing.

Recommendation – We realize segregation of duties is difficult with a limited number of employees. However, the City should review its control procedures to obtain the maximum internal control possible under the circumstances utilizing available personnel, including elected officials. Independent reviews of reconciliations should be documented by the signature or initials of the reviewer and the date of the review.

(B) Bank Reconciliations – Bank reconciliations were not reviewed by an independent reviewer who is an elected official or employee of the City.

Recommendation – To improve financial accountability and control, the bank reconciliation should be prepared and independently reviewed by an elected official or employee, and evidence of review should be documented and retained. Variances, if any, should be investigated and resolved in a timely manner.

(C) Part-time Employee Health Insurance – City policy states "the City will pay 95% of a single plan and 90% of a family plan for permanent full-time employees."

During the year ended June 30, 2017, the amount the City paid toward the part-time Utility Clerk's health insurance contribution was the same as a full time employees' contribution. In addition, City Policy does not state part-time employees are eligible for health insurance benefits.

Recommendation – The City should comply with City policy and only pay health insurance benefits for eligible employees.

(D) Paid Leave – Two employees tested were allowed to carry forward vacation hours in excess of the 80 hour maximum established by City policy.

Recommendation – The City should ensure vacation balances carried forward are in compliance with established City policy.

(E) Reconciliation of Utility Billings, Collections and Delinquent Accounts – Utility billings, collections, delinquent accounts and adjustments were not reconciled during the year.

Recommendation – Procedures should be established to reconcile utility billings, collections, delinquent accounts and adjustments for each billing period. The City Council or other independent person should review the reconciliations and monitor delinquencies.

(F) Computer System – The following weaknesses in the City's computer system were noted:

(1) The City does not have a written policy regarding the authorization and security for setting, resetting and maintaining passwords for the City's accounting system.

(2) The City does not have a written disaster recovery plan.

Recommendation – The City should develop a written policy addressing the above items to improve the City's control over its computer system. Also, a written disaster recovery plan should be developed and tested periodically.

(G) Accounting Policies and Procedures Manual – The City does not have an accounting policies and procedures manual.

Recommendation – An accounting policies and procedures manual should be developed to provide the following benefits:

(1) Aid in training additional or replacement personnel.

(2) Help achieve uniformity in accounting and in the application of policies and procedures.

(3) Save supervisory time by recording decisions so they will not have to be made each time the same, or a similar, situation arises.

(H) Certified Budget – Disbursements during the year ended June 30, 2017 exceeded the amounts budgeted in the public safety and debt service functions. Chapter 384.20 of the Code of Iowa states, in part, "Public monies may not be expended or encumbered except under an annual or continuing appropriation."

Recommendation – The budget should have been amended in accordance with Chapter 384.18 of the Code of Iowa before disbursements were allowed to exceed the budget.

City of Riverside

Detailed Recommendations

For the period July 1, 2016 through June 30, 2017

(I) Unauthorized Signature – In May 2017, a manual check was written for $700 to Twin County Produce Auction. The City Clerk's and the Utility Clerk's names were on the check as signers. Per discussion with the Utility Clerk, she had attended the auction to purchase planters for the City and had taken a signed, blank check along since the cost of the planters was unknown until after the auction. Per discussion with the City Clerk, the City Clerk was on vacation the day of the auction and the second signature on the check is not her signature. The City Council approved this disbursement after payment.

City checks are prepared using a computer system and are electronically written and signed. We reviewed cleared checks for the fiscal year ending June 30, 2017 and noted the only manual check issued was the $700 check to Twin County Produce Auction. Per our review of signatures on the checks, the City Clerk's signature did not appear to be the same as the signature on the electronically written checks.

Recommendation – The City should consult legal counsel to determine the disposition of questionable signature on the manual check. The City should adopt a written disbursement policy to allow payment of certain bills prior to City Council approval. All City disbursements should be approved by the City Council prior to disbursement with the exception of those specifically allowed by a policy. For those disbursements authorized to be paid prior to City Council approval, a listing should be provided to the City Council at the next City Council meeting for review and approval.

(J) Business Transactions – Business transactions between the City and City officials or employees are detailed as follows:

Name, Title, and Business Connection	Transaction Description	Amount
Ralph Schnoebelen, Council Member, Owner of Schnoebelen, Inc.	Repairs and maintenance	$ 15,278
Becky LaRoche, Utility Clerk, Owner of Riverside History Center's building	Rent	16,800

In accordance with Chapter 362.5(3)(k) of the Code of Iowa, the above transactions may represent a conflict of interest since the transactions were more than $2,500 during the fiscal year and the transactions were not competitively bid.

Recommendation – The City should consult legal counsel to determine the disposition of these transactions.

(K) Health and Dental Insurance – On December 19, 2016, the City approved an increase in health and dental premium rates to be deducted from pay checks for full-time employees, beginning January 1, 2017. However, the deductions were not updated in the system until May 2017.

Recommendation – The City should establish procedures to ensure health and dental insurance premium deduction amounts are updated in the payroll system timely.

City of Riverside

Detailed Recommendations

For the period July 1, 2016 through June 30, 2017

(L) Transfers – One transfer between the Debt Service Fund and the Special Revenue, Casino Revenue Fund was not approved by the City Council.

Additionally, two transfers were recorded at less than the amount approved by the City Council.

Recommendation – The City Council should approve all fund transfers prior to the actual transfer and document approval and amount(s) as part of the minutes record. Any changes in the actual amount transferred should be approved by the City Council prior to the transfer.

(M) City Council Meeting Minutes – Minutes for one of four meetings tested were not published within 15 days as required by Chapter 372.13(b) of the Code of Iowa.

Recommendation – The City should publish minutes within 15 days as required by Chapter 372.13(6) of the Code of Iowa.

(N) City Committees – The City has established multiple advisory committees to research projects for the City concerning its parks, streets and City beautification. The committees are comprised of City Council members, in some cases a quorum of the City Council, and residents of the City. Committees for which there is a quorum of City Council Members are subject to Chapter 21 of the Code of Iowa, also known as the "Open Meetings Law". Also, in accordance with an Attorney General's Opinion dated November 18, 1993, advisory committees created by a governing body who develop and make recommendations on public policy issues are subject to Chapter 21 of the Code of Iowa. During our review, we noted prior notice of the committee meetings was not given, minutes of the meetings did not include all required elements and meeting minutes were not retained, as required by Chapter 21 of the Code of Iowa.

Recommendation – The advisory committees should comply with Chapter 21 of the Code of Iowa. Notice of meetings should be provided and minutes of the meetings should include all required elements and should be retained. The City should consult legal counsel for additional guidance and clarification, if necessary.

COUNCIL PACKET
CITY of RIVERSIDE - AUDIT SUMMARY

YEAR	TYPE	FINDINGS	AUDIT	CLERK
7-1-06/12-31-12	SPECIAL INVESTIGATE	24	STATE	THOMAS/CARTER
FY 2013	AUDIT	31	STATE	YOUNG
FY 2014	PROCEEDURES REPORT	25	STATE	YOUNG
FT 2015	AUDIT	20	STATE	YOUNG
FY 2016	PROCEEDURES REPORT	11	STATE	YOUNG
FY 2017	PROCEEDURES REPORT	14	STATE	YOUNG
FY 2018	PROCEEDURES REPORT	13	STATE	YOUNG/LaROCHE
FY 2019	PROCEEDURES REPORT	11	STATE	LaROCHE
FY 2020	PROCEEDURES REPORT	12	STATE	LaROCHE
FY 2021	EXAMINATION	2	GRONEWOLD	LaROCHE

FY 2021 AUDIT ITEM:

A) Segregation of Duties: All small Cities have this.

B) Receipts: Tax receipts were in the wrong line on AFR. We had this last year from the state, but didn't tell us why. Gronewold Auditors explained that our INCODE code numbers were not set up correctly, and he is sending me the corect code numbers to change our Chart of Accounts.

Christine Yancey

From: Chad Meyer <CMeyer@peopleservice.com>
Sent: Friday, January 28, 2022 4:10 PM
To: Christine Yancey
Subject: RE: People Service Increase.pdf

Hi Christine,

Thanks for bringing that to my attention. I apologize for the mistake on that. Most all of our Iowa contracts use the November CPI so I was kind of like a machine when I was putting those letters together and missed the fact that this language was a part of your contract. I will revise the letter and get it sent to you. The increase will be 5% raising the monthly compensation to $24,044.

Take care and hope you have a great weekend.

Chad

From: Christine Yancey <cityadmin@riversideiowa.gov>
Sent: Friday, January 28, 2022 11:48 AM
To: Chad Meyer <CMeyer@peopleservice.com>
Subject: People Service Increase.pdf

Hi Chad,

I would like to discuss the recent letter received that was dated 12/13/21 regarding a rate increase effective 7/1/2022 of 7.8%. I attached a copy of the signed contract that states that the increase "shall be limited to not more than five percent (5%) and not less than one percent (1%) in any given year. Would the increase need to be reduced to a maximum of six percent (6%)?

Christine
City of Riverside
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payment shall be due and payable on the first day of the month in which services are to be rendered. All other compensation to PeopleService is due upon receipt of PeopleService's invoice and payable within thirty (30) days of the date of the invoice.

4.2 The monthly compensation provided in Section 4.1 shall be adjusted on July1st of each year, beginning on July 1, 2022. The basis for the annual adjustment for July 1, 2022 shall be the change in the Consumer Price Index for All Urban Consumers (CPI-U) as regularly reported by the U.S. Bureau of Labor Statistics, between November 2021 and November of 2022 plus one percent (1%). For each year thereafter, the adjustment shall be the change in the CPI-U as reported between November of the year preceding the year of adjustment and November of the year immediately preceding the year of adjustment plus one percent (1%). However, the adjustment shall be limited to not more than five percent (5%) and not less than one percent (1%) in any given year. This annual adjustment shall be done by letter acknowledging the change and will not require official action or contract amendment.

4.3 If for any ninety (90) day consecutive day period during the term of this Agreement the average quality and/or quantity of wastewater influent or water production should significantly change (i.e. 20 percent in flow or loadings) compared to the average experienced during the twelve months immediately preceding the Effective Date of this Agreement, resulting in increased or decreased operating costs, both parties will mutually agree to negotiate an adjustment to reflect the revised costs. If the parties cannot agree on an adjustment within ninety (90) days following either party's request for an adjustment, either party may terminate this Agreement by giving thirty (30) days written notice to the other party.

4.4 Within sixty (60) days of the end of each contract year (August 31st), PeopleService shall provide the Owner with a statement showing the actual amount of money expended on chemicals at the facilities. Should the amount of actual expenditures for chemicals be less than the "base amount", PeopleService will include a refund equal to the portion of the "base amount" that remains. If the actual expenditures exceed the "base amount", PeopleService shall include an invoice equal to the amount actual expenditures exceed the "base amount", which the Owner agrees to pay in accordance with the terms of Section 4.1 of this Agreement.

209 S 19th Street • Suite 555
Omaha, NE 68102

PeopleService INC.
Water & Wastewater Professionals

Local: 402-344-4800
Fax: 402-344-4799

December 13, 2021

Mayor Allen Schneider
City of Riverside
60 N. Greene Street
Riverside, Iowa 52327

Dear Mayor Schneider,

Pursuant to Paragraphs 1.4, 4.2 and 4.4 of the Operations and Maintenance Agreement dated June 9, 2021 between the City of Riverside, Iowa and PeopleService, Inc., the maximum annual maintenance/repair (non-capital) expenditure amount, the monthly compensation and the "base amount" for chemicals that the City of Riverside, Iowa pays for our services are to be adjusted each July 1st. This adjustment is to be based on the change in the Consumer Price Index for All Urban Consumers (CPI-U) between November of 2020 and November of 2021, plus one percent (1%).

The change to the CPI-U was a positive 6.8%, thus making the total adjustment 7.8%. Thus, effective July 1, 2021, the City of Riverside's maximum annual maintenance/repair (non-capital) expenditure amount will be increased from $21,840 to $23,544, the monthly compensation will be increased from $22,899 to $24,685 and the "base amount" for chemicals will be increased from $26,209 to $28,253. Enclosed you will find a ten-year CPI summary showing that the average over that time period has been 2.1%. This year is obviously higher than what anyone had anticipated. When included in the ten-year average the annual increase remains at a reasonable rate. Federal policy makers are indicating this inflationary period is only temporary. If the high inflation still exists in November of 2022 we will review our options at that time.

PeopleService would appreciate your signing this letter in the space provided below, and returning a copy to the address shown at the top of this letter. By doing so, you acknowledge receipt of this letter and the adjustment and increase in accordance with the Operations and Maintenance Agreement. Please note that the CPI adjustment will be billed beginning with the effective date even if we do not receive a signed copy of this letter.

If you have any questions, please don't hesitate to contact either Mr. Steve Robinette, our Region Manager for your area, or myself.

Yours truly,

Chad A. Meyer
President

Acknowledged:
CITY OF RIVERSIDE, IOWA

By: _____
Mayor

Dated: _____

Enclosure