

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

Monday, December 2, 2024 @ 6:00 PM

The meeting will be recorded and can be viewed live by visiting the city website 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. Roll Call
3. Approval of Agenda
4. Consent Agenda
 - a. Minutes for 11/16 Special Meeting and 11/18 Council Meeting
 - b. Expenditures
5. **Public forum: 3 minutes per person. See guidelines for public comments at the Clerk's table.**
6. Lincoln Gate Creek by 4-H Enterprisers Club pg. 6
7. City Clerk Hiring Update
 - a. Consider resolution to hire Stephanie Thomann as City Clerk (2024-84)pg.7
 - b. Consider resolution to appoint Becky LaRoche as Deputy Clerk beginning February 1, 2025 pg. 8
8. City Engineer's Report (Axiom Consultants)pg. 13
 - a. PCC Improvements
 - b. Community Center
 - c. ADA Transition Plan
 - d. Cherry Lane Extension pg. 14
 - e. Pickleball Courts
9. City Administrator's Report
 - a. Consider resolution to approve Johnson County Mutual Aid 28E Agreement pg. 17

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60 N GREENE ST

- b. Consider resolution to appoint City Attorney for 2025 [pg. 26](#)
- c. Consider resolution to appoint official newspaper for 2025 [pg. 27](#)
- d. Consider resolution to appoint depository for 2025 [pg. 29](#)
- e. FY26 Budget Schedule [pg. 30](#)

10. Closing Comments

11. Motion to Adjourn

RIVERSIDE CITY COUNCIL MEETING: Monday, November 18th, 2024

The Riverside City Council meeting started at 6:00 PM in the Riverside City Council Chambers. Mayor Allen Schneider called the meeting to order, with Ryan Rogerson, Lois Schneider, Tom Sexton, Kevin Kiene present. Kevin Mills was absent.

Kiene moved, second by Sexton to approve agenda. Passed 4-0.

Motion made by Schneider, seconded by Rogerson to approve consent agenda of minutes, expenditures, and October Fire Dept. report, moving Sheriff Dept. report to before #6. Passed 4-0.

Fire Chief Chad Smothers presented information on a new fire engine.

Chad Ellis, Washington County Sheriff's Department, gave a report on October calls.

Sexton moved, second by Schneider, to open Public Hearing on the UV Replacement Plans at the Wastewater Plant at 6:20 PM. Passed 4-0. Emily Linebaugh of Veenstra & Kimm Inc., was on hand to answer questions. There were no other written or oral comments. Sexton moved, second by Kiene, to close the Public Hearing at 6:21 PM. Passed 4-0.

Rogerson moved, second by Schneider, to pass Resolution 2024-81, awarding the UV Disinfection System Project contract to WRH, Inc. of South Amana in the amount of \$386,600.00 for Project Scope #1. Passed 4-0.

Jed Wolf, PeopleService, Inc. presented October water & wastewater operations. No action was taken on the resolution to replace RO Trains 2 and 3.

Brian Boelk, Axiom Consultants gave the City Engineer's report. Items included PCC Improvements, Community Center, and ADA Transition Plan.

Rogerson motioned, seconded by Schneider to pass Resolution 2024-82, accepting plans and specification design for 2024 PCC Improvements, and award bid to Hardscape Solutions of Iowa, Inc. of Cedar Rapids in the amount of \$36,184.42. Passed 4-0.

City Council reviewed October financials.

Rogerson moved, second by Kiene, to pass Resolution 2024-83, approving fund transfers for FY25 Budget, per certified budget. Passed 4-0.

Sexton moved, second by Schneider to adjourn at 7:15 pm. Passed 4-0.

Full content of city council meetings can be viewed on the city website www.riversideiowa.gov.

Monday, December 2nd, 2024 at 6:00 PM – City Council Meeting

Monday, December 16th, 2024 at 6:00 PM - City Council Meeting

ATTEST:



Becky LaRoche, City Clerk



Allen Schneider, Mayor

RIVERSIDE SPECIAL CITY COUNCIL MEETING: Saturday, November 16th, 2024

The Riverside City Council held a Special meeting at 9:32 am at City Hall to hold live interviews with three City Clerk candidates. City Council selected Council Member Kevin Kiene to preside over the meeting. Kiene requested roll call. Council members present Lois Schneider, Kevin Kiene, Kevin Mills and Ryan Rogerson. Mayor Allen Schneider and Mayor Pro Tem Tom Sexton were absent.

Motion by Rogerson, second by Schneider to approve agenda. Passed 4-0.

Admin Cole Smith gave an overview of the interview process.

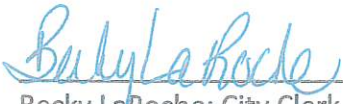
Rogerson moved, second by Schneider to enter into Closed Session per Iowa Code Chapter 21.5 (1)(i) City Clerk interviews.

Council returned to open meeting at 11:27 AM

Schneider moved, second by Mills to direct City Admin to proceed as discussed. Passed 4-0.

Motion by Schneider, second by Rogerson to adjourn at 12:03 PM. Passed 4-0.

ATTEST:


Becky LaRoche; City Clerk


Kevin Kiene; Council Member

1	EXPENDITURES DECEMBER 02, 2024				
2	COUNCIL MEETING	BILLS			
3	ABOVE & BEYOND	WTP MODULE KIT/SPACER	600-5-810-6332	\$ 1,856.40	
4	ALLIANT ENERGY	STREET LIGHTS	001-5-230-6371	\$ 1,419.41	
5	ALLIANT ENERGY	SEWER	610-5-815-6371	\$ 996.24	
6	ALLIANT ENERGY	PARKS	001-5-430-6371	\$ 395.21	
7	ALLIANT ENERGY	FIRE STATION	002-5-150-6330	\$ 498.05	
8	ALLIANT ENERGY	CITY HALL	001-5-650-6371	\$ 297.18	
9	ALLIANT ENERGY	WATER	600-5-810-6371	\$ 52.68	\$ 3,658.77
10	AXIOM	WWTP	301-5-750-6798	\$ 192.50	
11	AXIOM	MEETINGS/RIGGS GROUP	001-5-650-6407	\$ 2,701.25	
12	AXIOM	ADA RAMP	301-5-750-6794	\$ 1,562.50	
13	AXIOM	3RD ST STAIRS	301-5-750-6796	\$ 861.25	
14	AXIOM	CHERRY LN EXT	301-5-750-6751	\$ 2,550.00	
15	AXIOM	ADA TRANSITION	301-5-750-6747	\$ 3,366.25	
16	AXIOM	COMM. CENTER	302-5-750-6786	\$ 8,873.75	
17	AXIOM	PICKLEBALL	301-5-750-6744	\$ 2,723.75	\$ 22,831.25
18	BECKY LaROCHE	CELL STIPEND	001-5-650-6373	\$ 50.00	
19	BRYAN LENZ	CELL STIPEND	001-5-430-6373	\$ 50.00	
20	COLE SMITH	CELL STIPEND	001-5-650-6373	\$ 50.00	
21	F&M BANK	PC - POSTAGE	001-5-650-6508	\$ 13.18	
22	F&M BANK	PC-OFFICE	001-5-650-6506	\$ 11.50	
23	F&M BANK	PC-MOWER WASH	001-5-430-6504	\$ 8.00	
24	F&M BANK	PC-TOWER CAR WASH	600-5-810-6374	\$ 5.00	
25	F&M BANK	PC-EMP MEETING	001-5-650-6240	\$ 11.00	\$ 48.68
26	FP MAILING	METER LEASE	001-5-650-6508	\$ 86.85	
27	IBM	USTREAM	001-5-650-6494	\$ 98.75	
28	IMPERIAL AUTO	2 TIRES-WHT CHEVY	110-5-210-6331	\$ 412.00	
29	KUM & GO	FD-FUEL	002-5-150-6350	\$ 215.23	
30	KUM & GO	FUEL	110-5-210-6331	\$ 95.18	\$ 310.41
31	LOGAN MICHEL	CELL STIPEND	001-5-210-6373	\$ 50.00	
32	MENARDS	50 MARKERS/MICE BAIT	001-5-210-6372	\$ 112.46	
33	MID AMERICAN ENERGY	SHOP	001-5-210-6371	\$ 42.14	
34	MID AMERICAN ENERGY	FIRE STATION	002-5-150-6330	\$ 45.53	
35	MID AMERICAN ENERGY	C HALL	001-5-650-6371	\$ 20.35	\$ 108.02
36	NEAPOLITAN LABS LLC	ANNUAL WEBSITE	001-5-650-6494	\$ 1,000.00	
37	PEOPLE SERVICES	SERVICE	610-5-815-6500	\$ 13,140.50	
38	PEOPLE SERVICES	SERVICE	600-5-81096500	\$ 13,140.50	\$ 26,281.00
39	RIVER PRODUCTS	E 3RD ST ALLEY ROCK	110-5-210-6417	\$ 155.49	
40	STANDARD PEST	CITY HALL	001-5-850-6310	\$ 25.00	
41	STANDARD PEST	FIRE STATION	002-5-150-6310	\$ 25.00	
42	STANDARD PEST	SHOP	001-5-210-6507	\$ 25.00	\$ 75.00
43	VEENSTRA & KIMM INC	WWTP-UV	301-5-750-6798	\$ 20,715.95	
44	TOTAL BILLS*****			\$ 77,951.03	
45	DELTA DENTAL	BILLING-DEC	001-5-430-6150	\$ 198.54	
46	WELLMARK	BC/BS - DEC	001-5-620-6150	\$ 2,063.41	
47	US CELLULAR	FD	002-5-150-6332	\$ 72.45	
48	VERIZON	GATEWAYS	600-5-810-6373	\$ 63.54	
49	LINCOLN NAT'L LIFE	LIFE INSURANCE - NOV	001-5-620-6150	\$ 302.69	
50	*****				\$ 2,700.63
51	*****			\$ 80,651.66	
52	EXPENDITURES by FUND				
53	GENERAL FUND		\$ 9,031.92		
54	FIRE DEPARTMENT		\$ 856.26		
55	ROAD USE FUND		\$ 662.67		
56	CASINO FUND		\$ -		
57	CAPITAL PROJECTS		\$ 31,972.20		
58	COMM. CENTER		\$ 8,873.75		
59	WATER FUND		\$ 15,118.12		
60	SEWER FUND		\$ 14,136.74		
61	STORM WATER		\$ -	\$ 80,651.66	TOTAL EXP



City Council of Riverside, Iowa

December 2nd, 2024

To Whom It May Concern,

On behalf of the Riverside City Council, I am writing to express our enthusiastic support for the naming of the creek in our community as "Lincoln Gate." This proposed name reflects a connection to our shared history, heritage, and values, and it represents an opportunity to honor a local waterbody and promote environmental stewardship.

We commend the process that the 4-H Club and the Washington County Soil and Water Conservation District, led by engaging the residents, presenting to our council, and doing their research on watershed characteristics. This naming initiative has garnered widespread support among residents, organizations, and stakeholders.

The Riverside City Council believes that naming the creek "Lincoln Gate" will not only enhance our community's identity but also foster a sense of pride and connection among residents. We strongly urge U.S. Board of Names to approve this proposal.

We appreciate your consideration. Please do not hesitate to reach out if additional information or input is needed.

Sincerely,

Allen Schneider, Mayor

mayor@riversideiowa.gov

RESOLUTION #2024-XX

RESOLUTION TO HIRE STEPHANIE THOMANN AS CITY CLERK
FINANCE OFFICER

WHEREAS the City of Riverside posted and advertised for the City Clerk position, and

WHEREAS the City of Riverside interviewed candidates on November 16th, 2024, and

WHEREAS current City Clerk, Becky LaRoche will retire on December 31st, 2024, and

WHEREAS the City of Riverside has determined that it is necessary to hire Stephanie Thomann to fill the City Clerk Finance Officer position, training to complete the duties described in the City Clerk Finance Officer job description.

NOW, THEREFORE, BE IT RESOLVED by the City of Riverside City Council of Riverside, IA will start Stephanie Thomann as Intern City Clerk on December 16th, 2024 at the wage rate of \$28.00 per hour, with full benefits as listed in Employee Manual.

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

PASSED AND APPROVED this 2nd day of December, 2024 by the City Council of Riverside, IA.

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

Ayes:

Nays:

Absents:

Signed: _____ Date: _____

Allen Schneider, Mayor

Attest: _____ Date: _____

Becky LaRoche, City Clerk

RESOLUTION #2024-XX

RESOLUTION APPOINTING BECKY LAROCHE
AS CITY DEPUTY CLERK

WHEREAS current City Clerk, Becky LaRoche will retire on December 31st, 2024, and

WHEREAS the City of Riverside has determined that it is necessary to appoint Becky LaRoche as part time City Deputy Clerk effective February 1st, 2025 to complete the duties described in the City Deputy Clerk job description. The Deputy Clerk will be part-time as needed to assist in the training of the City Clerk, and

WHEREAS The Deputy Clerk will not receive insurance benefits, sick leave, vacation, or holiday pay,

NOW, THEREFORE, BE IT RESOLVED by the City of Riverside City Council of Riverside, IA will start Becky LaRoche as part-time Deputy Clerk on February 1st, 2025 at the wage rate of \$_____ per hour.

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

PASSED AND APPROVED this 2nd day of December, 2024 by the City Council of Riverside, IA.

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

Ayes:

Nays:

Absents:

Signed: _____ Date: _____

Allen Schneider, Mayor

Attest: _____ Date: _____

Becky LaRoche, City Clerk

ENGINEER'S REPORT

PROJECT: City of Riverside
DATE: November 25, 2024
TO: City Council
TOPIC: Project Updates

2024 Riverside PCC Improvements

- Awarded to Hardscape Solutions.
- Contract documents sent to Hardscape for signature.

Community Center

- Programming and building footprint development continues.
- Site plan continues to be developed and refined to share and as visual representation of building size within the City's parcel.
- Steering committee applications continue to be received by City.

ADA Transition Plan

- Axiom has not received any comments or requests for changes.
- Plan to be finalized (approved) by City Council once no remaining comments are acknowledged.

Cherry Lane Extension

- Moving forward with final Construction Drawings for City review.
- Bid schedule has been developed and will be shared for review and comment.

Pickleball Courts

- Moving forward with Design Development documents for City review.
- Instructed to include the proposed northern sidewalk connection between Ella Street (east side Hall Park) and proposed court as part of this project.
- Bid schedule in development and will be shared for review and comment.

Becky LaRoche

From: Danielle Cavanary <dcavanary@axiom-con.com>
Sent: Monday, November 25, 2024 12:54 PM
To: Cole Smith; Becky LaRoche
Cc: Brian Boelk
Subject: 240021 City of Riverside - Cherry Lane Extension: Tentative Schedule
Attachments: 240021 Cherry Lane Extension Milestone Schedule.docx

Hi Cole & Becky,

Please see the attached drafted tentative schedule for the Cherry Lane Extension project. Please let me know if you see anything that needs to be corrected or added. If you are good with the attached schedule, please let me/Brian know and will move forward with documents as outlined.

Thank you,
Danielle



DANIELLE CAVANARY BS
Senior Project Manager - Civil Services



CBJ Best of the Corridor 2019-2024
w: axiom-con.com c: 319-325-9149



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Milestone/Task	Date	Notes
City to send Notice of Public Hearing to Paper for Publishing	Fri Jan 10, 2025	The News: Publication Day is Thursday.
Construction Documents to City for Council Approval	Wed Jan 15, 2025	For City Council Mtg: Mon Jan 20, 2025.
Publish Notice of Public Hearing (Posting Date)	Anytime between Tue Dec 31, 2024 to Thu Jan 16, 2025	City to Post w/Paper {No less than 4 days, but no more than 20 days prior to Public Hearing}
Public Hearing	Mon Jan 20, 2025	Approval of CD Plans/Project Manual
Axiom to send Notice to Bidders/Public Hearing to MBI Online	Tue Jan 21, 2025	{No less than 13 days, but no more than 45 days prior to bids due}
Issued for Bid Plan Set & Project Manual	Tue Jan 21, 2025	On Quest CDN for Bidders.
MBI Online to post the Notice to Bidders/Public Hearing to MBI Online	Wed Jan 22, 2025	29 Days prior to Bids Due
City to post the Notice to Bidders/Public Hearing to City's Website	Wed Jan 22, 2025	
Pre-Bid Meeting	Mon Feb 10, 2025	10:00AM at City Council Chambers
Bids Due	Wed Feb 19, 2025	By 2:00PM CT via Quest CDN vBid.
Bid Opening	Wed Feb 19, 2025	2:00PM CT Virtual Bid Opening

Award to Contractor	Within 7 days of Council Mtg	City Council Mtg: Mon Mar 03, 2025
Early Start Date	Mon Jun 02, 2025	
Substantial Completion	Wed Aug 13, 2025	
Final Completion	Fri Aug 22, 2025	

RESOLUTION #2024-XX

RESOLUTION APPROVING 28E AGREEMENTS WITH JOHNSON
COUNTY FOR FIRE PROTECTION SERVICES FROM THE CITY OF
RIVERSIDE'S VOLUNTEER FIRE DEPARTMENT

Whereas, the City of Riverside City will enter into the attached Mutual Aid 28e agreement with Johnson County, IA for fire protection, rescue, and EMS for the period of (5) five years, and

Therefore, be it resolved the City of Riverside City Council does hereby approve to enter into a 28e agreement with Johnson County, IA for a period of five years for Mutual Aid Fire Protection Services provided by the City of Riverside's Volunteer Fire Department.

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

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

Ayes:

Nays:

Absents:

Passed by the City Council of Riverside, Iowa and approved this 2nd day of December, 2024.

Signed: _____ Date: _____

Allen Schneider, Mayor

Attest: _____ Date: _____

Becky LaRoche, City Clerk

AUTOMATIC AND MUTUAL AID AGREEMENT FOR FIRE
PROTECTION, RESCUE, AND EMERGENCY MEDICAL SERVICES
IN AND SURROUNDING JOHNSON COUNTY, IOWA
JANUARY 2025

THIS AGREEMENT is made pursuant to Chapter 28E, Code of Iowa, between any and all of the following: City of Coralville, Iowa; City of Hills, Iowa; City of Iowa City, Iowa; City of Lisbon, Iowa; City of Lone Tree, Iowa; City of North Liberty, Iowa; City of Oxford, Iowa; City of Riverside, Iowa; City of Shueyville, Iowa; City of Solon, Iowa; City of Swisher, Iowa; City of Tiffin, Iowa; City of West Branch, Iowa; Fremont, Lincoln, Pleasant Valley, and City of Lone Tree Fire Association; Jefferson-Monroe Fire Department, Inc.; Solon Tri-Township Emergency Response Agency, Kalona Volunteer Fire Department; Wellman Volunteer Fire Department; and West Liberty Fire Department.

WHEREAS, the fire departments or fire districts of all the undersigned parties are members of the Johnson County Mutual Aid Association; and

WHEREAS, a stated purpose of the Association is to provide mutual aid in fire protection, fire prevention, hazardous material mitigation, emergency medical service, and rescue; and

WHEREAS, Johnson County routinely experiences seasonal increases in population due to a variety of factors; and

WHEREAS, Johnson County has experienced significant growth in its population; and

WHEREAS, the parties to this agreement protect critical infrastructure of the state; and

WHEREAS, occasions may arise where a department may not be able to respond, or may not be able to timely respond with adequate or sufficient personnel or equipment, to an emergency or incident dangerous to the public in the department's first-due response area; and

WHEREAS, occasions may arise whereby additional alarm fires or other emergencies or incidents dangerous to the public would exhaust the available firefighting or emergency response personnel or equipment maintained by one of the parties herein; and

WHEREAS, in such a situation the availability of additional firefighting or emergency response personnel and equipment from outside sources might well avert disastrous results, including the loss of life, personal injury, or the loss of property; and

WHEREAS, the fire departments or fire districts of all the undersigned parties wish to establish a goal to meet NFPA 1710 or NFPA 1720, as applicable to each department or district; and

WHEREAS, automatic and/or mutual aid may help fire departments or fire districts of all the undersigned parties to meet NFPA 1710 or NFPA 1720; and

WHEREAS, it is the intent of the parties to reduce response times to life-threatening incidents by requesting and/or providing the appropriate closest unit response aid; and

WHEREAS, it is the intent of the parties to this agreement to allow and encourage trained personnel of member departments to have the opportunity to take appropriate action to reduce the risk of death and injuries to the public and emergency responders, and prevent or limit property loss; and

WHEREAS, the parties desire to increase the number of trained firefighters or emergency response personnel and equipment responding to emergency incidents or incidents dangerous to the public; and

WHEREAS, Chapter 28E, Code of Iowa, provides that powers, privileges, or authority exercised by a public agency of this state may be exercised jointly with any other public agency of this state having such powers, privilege, and authority; and

WHEREAS, the parties are desirous of entering into a 28E agreement to render fire, rescue, and emergency medical services, and emergency and non-emergency assistance, on a reciprocal basis.

THEREFORE, THE PARTIES HERETO mutually agree to give fire, rescue, and emergency medical assistance when needed on a reciprocal basis under the following terms and conditions:

SECTION I. AUTHORITY TO REQUEST AND RESPOND TO PROVIDE ASSISTANCE

The power to make a request for assistance or to provide aid under this agreement shall reside in the ranking personnel of the member department responding to an emergency call or incident dangerous to the public subject to control of the chief of the department or official designee. Any member department shall have the right to request assistance from any other member department or departments, subject to the terms and conditions of this agreement. In the event the member fire department is unavailable or delayed, the Johnson County Joint Emergency Communications Center (JECC) may page or dispatch additional departments, units, and resources in accordance with preplanned instructions or as needed. For purposes of this agreement, the "requesting department" shall mean the department asking for assistance and the "responding department" shall mean the department sending or providing assistance. The terms "member department" and "member" shall mean the fire department of the respective parties hereto.

Each member department shall, at a minimum, evaluate and consider its MABAS preplans and cards before January 1st of each calendar year of this agreement. With the growth of Johnson County, member departments will evaluate their first-due district and should give consideration to adding, modifying, or updating their MABAS zones as part of their yearly review. The chief of a

member department shall have the authority to modify, amend, or update their department's MABAS plans, cards, and instructions at any time. Modifications, amendments, or updates to MABAS will be promptly shared and communicated with all member departments and the JECC.

SECTION II. SITUATION WHERE ASSISTANCE IS REQUESTED OR NEEDED

Utilizing the Johnson County Mutual Aid Box Alarm System (MABAS), or by a special request, a member department may request assistance from another member department only when the requesting department, or in the event the department is unavailable or delayed, Johnson County Joint Emergency Communications Center (JECC), has concluded that such assistance is essential to protect life and/or property at a location afforded fire protection, fire prevention, hazardous material releases, emergency medical service, and technical rescue service by the requesting department in its first-due district. Nothing in this agreement will be construed to prohibit a law enforcement officer who is at the scene of an emergency or incident dangerous to the public from requesting additional resources from a responding department, or if no department has responded, from requesting the JECC to page another member department in accordance with applicable police department policy.

Generally, when a member department has not acknowledged a page or responded to an emergency call in the department's first-due response area, upon the third (3rd) page, the JECC will page another member department and/or the closest unit for mutual aid. The JECC may page another member department and/or the closest available unit for mutual aid prior to the third (3rd) page when the need reasonably arises based on the information available at the time.

Member departments and the JECC should consider and use available resources, including unit mapping technology, to identify the closest available unit to an emergency call. Departments may use software or applications, including IAMRESPONDING's "on duty" feature, to share station staffing or scheduling information that may be considered by other member departments and the JECC in the decision-making process.

SECTION III. RESPONSE TO REQUEST

Upon request, a responding department, upon determination, notification, or becoming aware that an emergency situation or incident dangerous to the public exists, and subject to the availability of personnel and equipment, shall dispatch and respond with trained personnel and equipment to aid the requesting department. A department may respond to an emergency or incident dangerous to the public upon becoming aware of an emergency or incident dangerous to the public outside of the department's first-due response area as specified by MABAS, a specific or standing request or protocol between departments, such as coverage for a special event or occasion, this Agreement, a separate 28E agreement, or as circumstances or conditions otherwise apply. A responding department will provide notification of its response at that time to make the incident commander, as soon as applicable or practical in the circumstances, aware of the department unit's response. This section shall be broadly construed to effectuate its purpose. Nothing in this agreement shall prohibit a member department from responding to a non-emergency request for

mutual aid. Nothing in this agreement may be construed to limit or restrict the ability of department personnel from rendering aid as a Good Samaritan or in any way waive any defense to complaints, petitions, demands, or legal claims of any kind.

SECTION IV. PERSONNEL AND EQUIPMENT PROVIDED

Member departments may identify, prepare, and preplan the number and types of units that may respond to anticipated emergency calls or incident dangerous to the public, however, the requesting and responding department will determine the appropriate and available resources at the time of an emergency call or incident dangerous to the public. Nothing in this agreement shall be construed to limit the authority of the chief or designee of a member department to create, amend, or modify response practices or procedures as the need arises.

Generally, the requesting department shall include in its request for mutual aid assistance the amount and type of equipment and number of personnel requested and shall specify the location where the personnel and equipment are needed.

When a department has not responded after the third (3rd) page from the request to provide automatic or mutual aid, the JECC will notify the requesting department's incident commander over the radio. Generally, the incident commander and/or the JECC will page or dispatch the next closest member department or unit or another available department to respond unless the incident commander provides alternative instructions to the JECC. If a department does not have the resources or personnel available to respond, or if a department will be delayed in responding, they shall notify JECC and/or the requesting department's incident commander over the radio as soon as possible.

The final decision on whether to respond and/or the number, the amount, and type of equipment and personnel to be sent shall be solely that of the responding department. The responding party shall be absolved from liability in connection with all acts associated herewith.

No member department shall make any claim whatsoever against another member department for refusal to send the requested equipment or personnel where such refusal is based on the judgment of the responding department that such personnel and equipment are needed to protect the district of the responding department.

The responding department holds all responsibility for training structural firefighters to the minimum requirements, as stated in the Iowa Code and NFPA 1010 (formerly NFPA 1001). The responding department will make the incident commander aware of any firefighters that responded that do not meet the minimum standard, as stated in the Iowa Code, are probationary, or who are not trained to the Firefighter I standard. Notwithstanding, the parties agree that the goal is for the responding department to respond with certified firefighters when possible.

Member departments shall provide training regarding this agreement, MABAS, and common response guidelines to all the department's personnel who may respond to automatic or mutual aid under this agreement.

Member departments may offer and make available training opportunities, training props, and/or other training resources to each other. It is the intent of the parties to allow for and encourage departments to share and make available training to other departments' personnel and to conduct joint training, drills, and exercises.

Member departments shall conduct joint training at a minimum with other departments whom they are most likely to request assistance from, or provide assistance to, under this agreement. The chief of each member department or the chief's designee(s) will evaluate and identify training needs with consideration of the risks and hazards of their first-due districts. Generally, chiefs or their designees should collaborate on joint training topics, drills, or exercises. Training topics and the frequency of the training, drills, or exercises will be determined by, and may be agreed on, between the member departments' chiefs or designees.

SECTION V. COMMAND AT SCENE

In accordance with the National Incident Management System (NIMS), the responding department personnel and equipment shall report to the incident commander of the requesting department, who shall be in charge at the incident location unless he/she specifically relinquishes this authority to another officer. The incident commander shall have the power to issue reasonable orders and directives, and responding officers will then act on the orders unless they are unlawful or unsafe.

The responding department personnel and equipment shall be released by the requesting department when the services of the responding department are no longer required or when the responding department personnel and/or equipment are needed in their first-due (home) districts.

Responding personnel and equipment may withdraw from the requesting district upon giving notice to the command officer at the incident location that they are needed in their first-due (home) district. JECC will be notified over the radio and will document the withdrawal time to the incident call for service record.

It is understood that the purpose of this section is to maintain order and safety at the incident scene and shall not be construed to establish an employer/employee relationship.

SECTION VI. NO REIMBURSEMENT FOR COSTS

No member department shall be required to reimburse any other member department for the cost of providing the services set forth in this agreement. Each member department shall pay its own costs (salaries, repairs, materials, compensation) for responding to the requests of other member departments. However, the requesting department shall provide without charge, such additional

fuel as may be required by the responding department to carry on the combined efforts after its initial fuel supply is depleted, plus sufficient fuel to fill their fuel tanks before they return to their home district. Further, the requesting department shall reimburse the responding department(s) for the cost of special materials, such as but not limited to, foam or other special materials, specifically requested by the requesting department and which are provided by the responding department and utilized at the site of assistance.

Member departments who offer or make available training opportunities, training props, or resources may charge reasonable costs and expenses, including supplies or materials.

Nothing in this Agreement shall prevent or limit any party to this Agreement from recovering or attempting to recover costs of services rendered to a third party where such recovery of costs is provided for by law, including for replacement of equipment or supplies as applicable, such as hazardous materials incidents. As applicable, Federal Emergency Management Agency (FEMA) or State of Iowa Hazardous Materials Response Fee Structure, or applicable local law or ordinance, may be used for billing. Efforts to coordinate billing should be considered if multiple departments are seeking recovery costs. When possible, multi-agency invoices to a large-scale response may be coordinated by the primary agency having jurisdiction. The agency having jurisdiction may serve as a pass-through to reimburse costs and expenses billed and paid under this provision.

SECTION VII. LIABILITY

Employees or volunteers of any member department acting pursuant to this agreement shall be considered as acting under the lawful orders and instructions pertaining to their employment with their member department. Under no circumstances are they to be considered employees of any other jurisdiction, but rather shall be considered to be employees or volunteers of their member department as may be applicable.

Each party hereto shall bear the liability and/or cost of damage to its member department's equipment and the death of or injury to its member department's personnel, whether the death, injury or damage occurs at an incident in the member's own fire protection area, or in a first due area or fire protection area where the firefighter or emergency responder is working as a member of a responding department. Each party shall provide appropriate and reasonable insurance for its member department's personnel who may suffer injury, disability, or death and/or are involved in loss or damage to private property, and/or death of or injury to private individuals in the performance of official duties while assisting another member department under the terms of this agreement, and shall supply proof of such reasonable insurance to the other parties hereto by providing a certificate thereof upon request.

Each party hereto shall be responsible for defending against claims made against it or its member department or personnel and arising from its participation in this agreement. The parties hereto shall not be obligated by this agreement to defend against claims made against other parties hereto, or against the member departments or personnel of said parties.

SECTION VIII. CITY, TOWNSHIP, DISTRICT SERVICE AGREEMENTS

The cities, townships, emergency medical and/or fire districts, and independent fire districts which are parties hereto and which have fire protection agreements with each other wherein the township, emergency medical district, fire district, or independent fire district is a public safety provider for the respective city, agree to maintain such agreements in force, and to provide copies of same to the other parties upon request, and by promptly notifying in writing the other parties of any amendment, renewal, or termination of such agreements. In the event such an agreement lapses, there shall be no further obligation by the other parties hereto to respond to a request for assistance within the fire protection area covered by such lapsed agreement.

SECTION IX. TERM OF AGREEMENT

This agreement shall be in full force and effect upon execution by all parties hereto and the filing and recording thereof as provided in Section 12. The agreement shall have a term of five (5) years from the date of execution and thereafter shall continue in effect from year to year. The agreement may be amended by agreement of all fire chiefs of the parties. Any party may withdraw from the agreement by giving thirty (30) days written notice to each of the other parties hereto by certified mail, in which case said notifying party shall be deleted from further operation of the agreement.

SECTION X. ADMINISTRATION OF AGREEMENT

This agreement shall be administered by the Johnson County Mutual Aid Association, which shall periodically review said agreement and attempt to resolve any problems which may arise in carrying out said agreement. No separate entity or agency is created by this agreement.

SECTION XI. NOTICES

Any written notice as required in this agreement shall be sent to the address of the respective parties as shown on the execution portion of this agreement.

SECTION XII. PRIOR FIRE MUTUAL AID AGREEMENTS

This agreement supersedes any and all prior fire mutual aid agreements between and among the parties or their respective member departments.

SECTION XIII. FILING AND RECORDING

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such counterparts shall together constitute but one and the same instrument. Upon execution by all parties hereto, this agreement shall be filed with the Secretary of State.

CITY OF RIVERSIDE

This Agreement was approved by official action of the City Council of Riverside in official session on the 2nd day of December, 2024.

Allen Schneider, Mayor, City of Riverside

ATTEST:

Becky LaRoche, City Clerk

RESOLUTION #2024-XX

RESOLUTION TO APPOINT CITY ATTORNEY FIRM

WHEREAS the City of Riverside has determined that it is necessary to appoint a City Attorney Firm to advise the City Council and staff on matters of the City's legal business,

NOW, THEREFORE, BE IT RESOLVED by the City of Riverside City Council of Riverside, IA to designate Daniel M. Morgan of Lynch Dallas PC as the City Attorney for the City of Riverside, IA, and

BE IT RESOLVED that designation shall be in effect for one year from January 1st, 2025 to December 31st, 2025.

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

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

Ayes:

Nays:

Absents:

PASSED AND APPROVED this 2nd day of December, 2024 by the City Council of Riverside, IA.

Signed: _____ Date: _____

Allen Schneider, Mayor

Attest: _____ Date: _____

Becky LaRoche, City Clerk

RESOLUTION #2024-XX

RESOLUTION APPOINTING OFFICIAL NEWSPAPER FOR
PUBLICATIONS

WHEREAS, the City of Riverside finds it necessary on an annual basis to designate a newspaper of general circulation within the community as the appropriate entity for the publication of all official notices and proceedings;

NOW, THEREFORE BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF RIVERSIDE, IOWA, as follows:

“The News” to be the official weekly newspaper for the City of Riverside, Iowa and that such designation shall be in effect for one year beginning with the first council meeting in January 2025, through December 31, 2025.

IT WAS MOVED BY Councilperson _____, seconded by Councilperson _____, that the foregoing Resolution be approved.

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

Ayes:

Nays:

Absents:

PASSED AND APPROVED this 2nd day of December, 2024 by the City Council of Riverside, IA.

Signed: _____ Date: _____

Allen Schneider, Mayor

Attest: _____ Date: _____

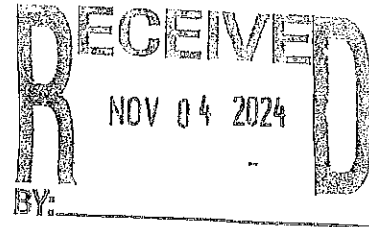
Becky LaRoche, City Clerk

The News

419 B Avenue, PO Box 430 | Kalona, IA 52247-0430 | Phone (319) 656-2273 | Fax (319) 656-2299

November 3, 2023

Mayor Allen Schneider
City of Riverside
60 Greene Street
PO Box 188
Riverside, IA 52327



Honorable Mayor and City Council Members:

The News requests to once again be named an official newspaper for the City of Riverside. We appreciate our ongoing partnership with the city to provide Riverside residents with public notices that affect their lives.

I am available to answer any questions from board members if there are any.

All the best,

A handwritten signature in black ink, appearing to read "Ron Slechta".

Ron Slechta
Publisher/Owner

RESOLUTION #2024-XX

RESOLUTION APPOINTING DEPOSITORY

WHEREAS the City of Riverside has determined it necessary to appoint Farmers & Merchants Savings Bank and IPAIT as the official depositories for all City funds.

WHEREAS the Riverside City Council hereby designate the following named banks to be depositories for the City of Riverside. The City of Riverside's City Clerk, Deputy Clerk, City Administrator, Mayor and Mayor Pro Tem are hereby authorized to deposit, set up and sign for any checking, savings, money market and Certificate of Deposit accounts for the City of Riverside.

Farmers & Merchants Savings - Maximum Deposits up to \$ 6,000,000
IPAIT Iowa Public Agency Investment Trust – Deposits up to \$3,000,000

NOW, THEREFORE, BE IT RESOLVED, the following people are authorized to conduct banking for the City of Riverside; Mayor, Mayor Pro Tem, City Clerk, Deputy Clerk and City Administrator. All banking is required to have two authorized signatures, and this resolution covers the calendar year of 2025.

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

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

Ayes:

Nays:

Absent:

Passed and Approved by the City Council of Riverside, Iowa on this 2nd day of December, 2024.

Signed: _____ Date: _____

Allen Schneider, Mayor

Attest: _____ Date: _____

Becky LaRoche, City Clerk

City of Riverside, Iowa
FY26 Budget Process Schedule

Month	Due Date	Task Name	Responsible Party	Status
December	All Month	Meet with Each Department to Generate Rough Budget Projections	City Administrator	
January	Wednesday, January 1, 2025	Receive FY26 Property Tax Assessments	County Auditor	
	Monday, January 13, 2025	Capital Improvements Plan Work Session	City Council	
	Monday, January 27, 2025	Budget Work Session	City Council	
February	Monday, February 10, 2025	Budget Work Session	City Council	
March	Monday, March 3, 2025	City finalizes budget plan to complete information required in Proposed Tax Rate form	City Council	
	Monday, March 3, 2025	Council sets Proposed Tax Rate Public Hearing for April 7	City Council	
	Wednesday, March 5, 2025	City submits Proposed Tax Rate form to Iowa Department of Management	City Clerk	
	Friday, March 14, 2025	Notice of hearing on Proposed Tax Rate Sent to Paper	City Clerk	
	Monday, March 17, 2025	Council receives and adopts final proposed budget and schedules Public Hearing for April 21	City Council	
	Tuesday, March 18, 2025	Final Detailed Budget posted for public inspection (34 days, meets 10 days requirement before public hearing) (43 days, meets 20 day requirement before certification)	City Clerk	
	Thursday, March 20, 2025	Notice of hearing on Proposed Tax Rate Published (18 days, meets 10-20 day publishing requirement)	Newspaper	
	Thursday, March 27, 2025	Notice of Public Hearing for adoption of final budget sent to paper	City Clerk	
April	Monday, April 7, 2025	Proposed Tax Rate Public Hearing - <u>Must be held separately from all other meetings</u>	City Council	
	Thursday, April 10, 2025	Notice of Public Hearing for adoption of final budget Published (11 days, meets 10-20 day publishing requirement)	Newspaper	
	Thursday, April 17, 2025	Notice of Public Hearing for FY25 Budget Amendments sent to paper	City Clerk	
	Monday, April 21, 2025	City Council sets Public Hearing for FY25 Budget Amendments for May 5	City Council	
	Monday, April 21, 2025	Public Hearing and Adoption of of Final Budget by Resolution	City Council	
	Thursday, April 24, 2025	Notice of Public Hearing for FY25 Budget Amendments Published (11 days, meets 10-20 day publishing requirement)	Newspaper	
	Wednesday, April 30, 2025	Certify Budget to County Auditor and filed with Iowa Department of Management	City Clerk	
May	Monday, May 5, 2025	FY25 Budget Amendment Public Hearing	City Council	
June	Sunday, June 15, 2025	IDOM certifies taxes back to County Auditor	IDOM	
	Monday, June 30, 2025	FY25 Budget Amendments Due	City Clerk	
July	Tuesday, July 1, 2025	FY26 Budget Takes Effect	N/A	

Task Key
County Auditor
Work Session
FY25 Budget Amendment
FY26 Proposed Tax Rate
FY26 Final Budget