

**CITY OF RIVERSIDE COUNCIL TENTATIVE AGENDA
RIVERSIDE CITY HALL COUNCIL CHAMBERS
60 N GREENE STREET**

Tuesday, February 2, 2016 at 6:30 pm

NOTICE TO THE PUBLIC:

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

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

CALL TO ORDER: Mayor Schneider

Pledge of Allegiance

ROLL CALL:

APPROVAL OF AGENDA:

1. Approve Consent Agenda
 1. a) Expenditures 02-02-16
 1. b) Minutes from 01-18-16
2. Committee Reports:
3. Citizens Comments
4. Jeff Showalter – Sewer Issue **pg 4-8**
5. Martin Gardner Architects – Conceptual Drawings of Community Building **pg 9-11**
6. Larry Tener – “Tener Triangle” **pg 12-22**
7. Resolution #02022016-01 “Protective Covenants for Cherry Lane” **pg 23-32**
8. Resolution #02022016-02 “28e Agreements with Townships” **pg 33-63**
9. Resolution # 02022016-03 “Northland Securities – Financial Planning” **pg 64-67**
10. Resolution #02022016-04 “Community Building CD” **pg 68-71**
11. Resolution #02022016-05 “YMCA of Washington County Hotel/Motel Grant” **pg 72-81**

12. Donation to Riverside History Museum for Kirk Statue
13. Proclamation for Hospitalized Veterans **pg 82**
14. Change next City Council Meeting to Tuesday, February 16, 2016
15. Budget Work Session Dates – 02/04/16 & 02/11/16
16. **Closed Session - *Reminder – Discussion can only be on topics listed.**
 - 16a. Motion to go into Closed Session on:
Real Estate – Iowa Code Chapter 21.5 (j)
 - 16b. Motion to return to public meeting.
17. Motion to proceed as directed by City Council
18. Clerk Comments
19. City Council Comments & Requests for Information with a majority vote
20. Adjourn Council Meeting

BUDGET WORK SESSIONS ARE SCHEDULED FOR FEBRUARY 4TH & 11TH AT 6:00 PM

Approved: _____ Date: _____

Allen Schneider, Mayor

Posted in box

EXPENDITURES 02-02-16				
COUNCIL MEETING				
		UNPAID BILLS		
ALLIANT ENERGY	SEWER	610-5-815-6371	\$1,112.56	
ALLIANT ENERGY	WATER	600-5-810-6371	\$181.28	
ALLIANT ENERGY	FIRE STATION	001-5-150-6330	\$472.73	
ALLIANT ENERGY	STREET LIGHTS	001-5-230-6371	\$1,199.44	
ALLIANT ENERGY	PARKS	001-5-430-6371	\$381.44	
ALLIANT ENERGY	CITY HALL	001-5-650-6371	\$270.77	
ALLIANT ENERGY	COMM. BUILD	001-5-460-6371	\$152.10	\$3,770.32
HEMBRY, RON	MILEAGE	610-5-815-6240	\$256.71	
FOX APPARATUS	TRUCK 162 PUMP REPAIRS-RFVD	001-5-150-6352	\$2,303.29	
HYDROTEX	SHOP	001-5-210-6372	\$263.78	
HYDROTEX	WATER	600-5-810-6504	\$248.23	\$512.01
IOWA ONE CALL	WATER LOCATES	600-5-810-6374	\$9.00	
IOWA ONE CALL	SEWER LOCATES	610-5-815-6374	\$9.00	\$18.00
KALONA AUTO	RVFD TRUCK REPAIRS	001-5-150-6352	\$303.59	
MUNICIPAL PIPE TOOL CO	SEWER LINES CLEANING	610-5-815-6499	\$11,471.26	
MID AMERICAN	SHOP	001-5-210-6371	\$183.12	
MID AMERICAN	FIRE STATION	001-5-150-6371	\$292.83	
MID AMERICAN	CITY HALL	001-5-650-6371	\$88.51	
MID AMERICAN	COMMUNITY BUILDING	001-5-460-6371	\$72.38	\$636.84
MEDICOM	RVFD SERVICE	001-5-150-6332	\$54.95	
MENARDS	OFFICE	001-5-650-6506	\$140.64	
MENARDS	SHOP	001-5-210-6372	\$11.82	\$152.46
OVERHEAD DOOR	WASTE WATER PLANT	610-5-815-6504	\$226.31	
PRECISION ELECTRIC	XMAS LIGHTS	001-5-430-6320	\$412.50	
PRECISION ELECTRIC	FIRE STATION	001-5-150-6310	\$159.34	\$571.84
PJ GREUFE & ASSOC	H/R AUDIT	001-5-650-6499	\$7,350.00	
THREE CHICKS PUBLICATIONS	PUBLICATIONS	001-5-650-6402	\$107.95	
US BANK	COPY MACHINE RENTAL	001-5-650-6496	\$166.37	
US CELLULAR	JAN BILLING-STREETS	001-5-210-6373	\$66.77	
US CELLULAR	JAN BILLING-WATER	600-5-810-6373	\$66.76	\$133.53
UPS	SHIPPING	610-5-815-6508	\$44.24	
WINDSTREAM	FIRE STATION	001-5-150-6332	\$136.03	
VISA	OFFICE	001-5-650-6506	\$253.29	
VISA	BINGO	001-5-520-6510	\$15.44	
VISA	U-STREAM	001-5-650-6497	\$99.00	
VISA	RVFD- 2 FIRE CAMS	001-5-150-6356	\$699.80	
VISA	PLANTERS	001-5-430-6325	\$214.69	
VISA	VISIONING- PUT IN CUPS	001-5-520-6799	\$272.00	
VISA	WATER	600-5-810-6374	\$7.36	\$1,561.58
	TOTAL UNPAID BILLS		\$29,777.28	
	PAID BILLS			
LINCOLN NATIONAL	LIFE, AD&D INS PREMIUMS FOR FEB 2016	600-5-810-6150	\$301.03	
WELLMARK INS.	FEBRUARY BILLING		\$6,039.84	
DELTA DENTAL	FEBRUARY BILLING		\$572.34	
2016 IRWA CONF.	KEVIN ENGEL	600-5-810-6240	\$325.00	
	TOTAL PAID BILLS		\$7,238.21	
	TOTAL ALL EXPENDITURES		\$37,015.49	

ok.
w/APP
bl

RIVERSIDE CITY COUNCIL MEETING; January 18, 2016

The Riverside Council meeting opened at 6:35 PM in City Hall with Mayor Schneider requesting roll call. Council members present were: Ralph Schnoebelen, Jeanine Redlinger, Bob Schneider Jr., and Tom Sexton. Rob Weber arrived at 6:38 PM.

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

Motion by Schnoebelen to approve consent agenda, minutes, expenditures, and Casey's Alcohol Permit. Second by Schneider, passed 4-0.

Committee Reports: Larry Simon, Chairman of Visioning Committee reported on recent activities of elections, Barn Quilts, and Volunteer program. Current officers will remain for the next year.

Citizens Comments: Kelli Schneider presented Mayor Schneider with a new gavel sent to her from a cousin in Florida.

Steve Miller presented plans for a Kirk Statue commemorating the 50th Anniversary of Star Trek. He is asking for support from the City's Hotel/Motel fund. The statue will take approximately 6 months to complete.

Jeff Showalter addressed council on his on-going sewer problem. The line outside his home is frozen. It will be cleared out on Tuesday, and Kevin Engel will be on hand to advise council of progress and possible causes. Mayor Schneider stated that it would be back on the next agenda for council discussion.

Schnoebelen moved to go into Closed Session at 7:40 pm to discuss Real Estate, and Litigation. Second by Sexton, passed 5-0.

Schnoebelen moved to return to open meeting at 8:12 pm, second by Redlinger. Passed 5-0.

Schnoebelen moved to have Meisner and Sueppel proceed with projects as directed by council. Second by Schneider, passed 5-0.

Schnoebelen moved to pass Resolution #01182016-01 Yordi Excavating - Closeout Agreement for Boise Street Water Main Project, and accept the \$5000 retainer for grading and spring seeding. Second by Schneider, passed 5-0.

Resolution #01182016-02 Yordi Excavating – Final Acceptance and Pay Estimate was tabled until next meeting pending final walk through with City.

People Services information was presented to new council members. Citizens speaking on this topic were Christine Kirkwood, Carolyn Hudson, and Kevin Engel. Young stated that People Services would be available to attend a work session of the council.

Discussion was held on the Conceptual Drawings of the new Community Center. More information will be gathered from the Foundation meetings.

Municipal Pipe bill was discussed by the council and water department. Schneider moved to pay the bill with the understanding that all future expenditures are to be presented to council with bids, for approval before work is done. Second by Schnoebelen, passed 5-0.

Sexton moved to advertise for summer help, bringing applications to council for review. Second by Schneider, passed 5-0.

Redlinger moved to change the February 1st meeting to Tuesday, February 2nd due to Iowa State Caucus. Second by Weber, passed 5-0.

Council Comments: Schnoebelen reported that the Equipment Committee has met and will bring information to next work session. Sexton asked about Community Center Resolution. Redlinger will be attending the State Legislator Day on March 1st in Des Moines. Schneider questioned sound quality of Council Chambers. He will look into possible solutions to non-working microphones.

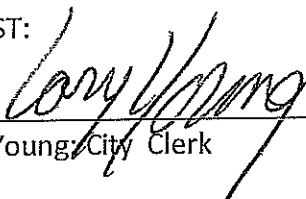
Sexton moved to adjourn at 9:03 pm. Second by Schnoebelen, passed 5-0.

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


NEXT CITY COUNCIL MEETING –Tuesday, February 2, 2016 at 6:30 pm.

BUDGET WORKSHOPS – January 26, 2016 at 6:00 pm.

ATTEST:



Lory Young; City Clerk



Allen Schneider; Mayor

Pipe
Through
sewer line



Pipe
Trench
Sewer
Line

STUMPF CONSTRUCTION SERVICES INC

PO BOX 130
RIVERSIDE, IA 52327
www.stumpfconstructionia.com

BASEMENT MD
MOISTURE DAMAGE SPECIALIST



Phone: 319-648-3602

Fax: 319-648-2902

January 25, 2016

City of Riverside
60 N Greene Street
Riverside, IA 52327

RE: Estimate # 147

Mayor and Council Members,

Thank you for contacting Stumpf Construction Services Inc. for your project. We specialize in structural, water drainage and general construction problems and solutions.

Included below we have provided some basic information regarding our projects;

- Any alteration or deviation from the proposed estimate that are requested and approved by the owner which involves extra costs will be executed as additional work and shall be charged as such, over and above the original estimate.
- All executed agreements are contingent upon any unforeseen strikes, accidents, or delays beyond our control.
- The property owner must carry fire, tornado and all other necessary property and liability insurance.
- Our employees are fully covered by Workman's Compensation Insurance.
- Our terms are Net 15 days from the date of invoice, unless otherwise stated or agreed upon.
- This estimate is based on my visual observation; the cost could change due to any unforeseen circumstances.
- **The next page contains our estimate for work to be completed as discussed. If you would like us to perform the work please circle each line item you want, then sign and date the Estimate (page 2) and return one copy to us.**
- Please provide additional phone/work or cell numbers if any and verify that your name and address are correct.
- Due to our increased volume of calls and estimates already accepted, our scheduled projects are booked for approximately 60-90 days, weather permitting.

If you have any questions please contact us at the number listed above or email tina@stumpfconstructionia.com or ronna@stumpfconstructionia.com.

We look forward to working with you!

STUMPF CONSTRUCTION SERVICES INC
Basement MD Moisture Damage Specialist
PO BOX 130
RIVERSIDE, IA 52327

1/29/2016

Estimate

Date	Estimate
1/25/2016	147

Customer's Name & Address
CITY OF RIVERSIDE 60 E GREEN ST. PO BOX 188 RIVERSIDE IA 52327-0188

Phone	Cell phone	Email
319-648-3501		

Description of Work	Amount
<p>PROPERTY LOCATION: 140 E 2nd Street, Riverside, IA</p> <p>MATERIAL, LABOR AND EQUIPMENT FOR: The sewer service line problems from the east side of the home where I was told there is cast iron, then orange burg that is failing all the way to the city's main. There is also a copper water service line through the sewer line about thirty feet out from the home.</p> <p>Excavate from the cast iron sewer line at the home out into the street and install a complete new four inch SCH 40 PVC sewer line, routing past the copper water line if it is an active line .This work includes dealing with a lot of below grade utilities that the locate shows. We would use our vac excavator to locate these to minimize the risk of costly damage to them and danger to us. A section of public sidewalk would be replaced after we excavate through it or we may be able to tunnel under it with our vac excavator. Compactible road stone placed in the excavated area of the street. Yard area back filled and reseeded after the settling of the ditch has occurred. Watering and care of the seed by homeowner. All the debris cleaned up and hauled away.</p> <p>ESTIMATE:</p> <p>NOTE: If we find an unexpected problem with the City's sewer main or the water service line that is beyond our control, we would show the problem to Kevin E. and talk options if there would be any problems. Kevin is estimating the depth of the City's main not to exceed ten feet.</p> <p>NOTE: If this job has to be done while the ground is frozen we would have to cover and thaw the ground, this could add \$1000 and possibly an additional cost if the frost level would be beyond forty-two inches.</p> <p>Submitted by: Terry Stumpf, President</p>	4,800.00

<p>This estimate is based on my visual observation, the cost could change due to any unforeseen circumstances.</p>	<p>Total \$4,800.00</p>
<p>This estimate may be withdrawn by us if not accepted within 30 days. Should you have any questions please email tina@stumpfconstructionia.com or ronna@stumpfconstructionia.com or call us at 319-648-3602. Thank-you!</p>	

If you agree to this estimate please sign, date and return to us

KMA Trucking & Excavating LLC

22050 277th Ave
LeClaire, IA 52753

Estimate

Date	Estimate #
1/28/2016	95

Name / Address
City of Riverside City Hall - Attn: Rusty PO Box 188 Riverside, Iowa 52327

			Project
Description	Qty	Cost	Total
Option 1: Dig up and repair sanitary sewer lateral in location located by City of Riverside Public Works. Raise the fiber optic line that has penetrated the sewer line and repair broken sewer.		2,450.00	2,450.00
Option 2: Dig up existing orangeburg sewer and replace approximately 53 feet to eliminate future issues associated with orangeburg sewer lines.		3,975.00	3,975.00
- Price includes all materials, labor and thawing activity to make repairs. - Price excludes spring time finish grading and seeding.			
		Total	\$6,425.00

Customer Signature _____



January 14, 2016

City of Riverside
Lory Young, City Clerk
60 Greene Street
Riverside, Iowa 52327

Re: Riverside Wellness Center

Dear Lory,

Thank you for the opportunity to submit this proposal to the City of Riverside for designing a proposed new wellness center. The attached proposal (Exhibit A) is divided into a series of phases or options including:

- Concept Rendering
- Schematic Design

The Concept Rendering services are to generate an image of the front of a proposed wellness center on the property acquired by the City adjacent to the school on the northeast side of town. You have requested these services specifically at this time to begin gathering support and input from the community prior to the planning stages that follow.

The Schematic Design services outlined will further develop the scope of the project and what the wellness center will contain regarding gymnasiums, meeting rooms, exercise rooms, etc. It will also develop the wellness center's arrangement on the site in regards to traffic patterns, parking, site utilities and other site features. At this time, these Schematic Design services assume a previously selected site on property purchased by the City adjacent to the existing school on the northeast part of town. Should the City change from this site to a different location in town the amount of fee shown may need to be renegotiated to reflect this change in site.

All of these services will be performed on a cost-not-to-exceed basis so there is opportunity to explore additional options if time allotted in the fee allows.

Sincerely,

Kyle Martin AIA, LEED AP
Project Architect
MARTIN GARDNER ARCHITECTURE, P.C.
Marion Office

Martin Gardner Architecture, P.C.
 700 11th Street, Ste. 200
 Marion, IA 53202
 319.377.7604

1 of 2
 Professional Services Proposal

Riverside Wellness Center
 City of Riverside

Exhibit A

Please note that the following hours represent our current best judgment as to the manpower assignments which will be made. We reserve the right to assign manpower as it becomes available and to make assignment based upon the best interests of the project. We also have made the following assignments based upon the current information available to us, if that information changes the fee estimate must likewise change			
*All meetings unless listed below are extra and shall be billed on an hourly basis			
Concept Rendering Services			
Create Exterior Design Options - See Note 5			
Meet with Owner to Select Concept - See Notes 1 and 5			
Refine Model and Create Images			
		\$ 1,050.00	
Schematic Design Services			
Develop a schematic floor plan and fundraising image for the property donated to the city on the NE side of town adjacent to the elementary school.			
Receive Survey/Plat information from Civil Engineer			
Import terrain from Google Earth			
Space Programming			
Revisions			
Create Floor Plan			
Meet with Owner			
Revise Floor Plan			
Create Exterior 3d Design Options			
Meet with Owner to select exterior concept			
Cost Opinion			
Refine 3d Model			
Meet with Owner			
Create Fundraising Renderings for Owner use			
Subtotal		\$ 11,706.25	
Note 1- No reimbursable expenses are included in this proposal. All such expenses will be charged for as they are incurred. Reimbursable expenses will be primarily printing of plans and specifications for use by the contractors during bidding and construction. Mileage, long distance telephone and other expenses may be included if required for the project.			
Note 2- This project may encounter hidden conditions which cannot be anticipated and which may require additional services by the Architect. When such conditions are encountered, the Architect will endeavor to notify the Owner.			
Unless otherwise requested by the Owner all such additional services will be computed on an hourly basis			
Note 3- This project is predicated upon timely decisions being made by the Owner. The number of meetings shown in each phase is built upon this basis. Should the Owner require additional meetings to decide on project decisions the Architect will continue to provide services for such meetings but shall charge for the additional meeting and may charge for additional studies or documents required by the Owner in making these decisions.			
Note 4 - The scope above is based working directly with City Manager to provide necessary information for this phase of work			

Martin Gardner Architecture, P.C.
 700 11th Street, Ste. 200
 Marion, IA 53202
 319.377.7604

2 of 2
 Professional Services Proposal

Riverside Wellness Center
 City of Riverside

Exhibit A

Note 5 - The amount shown for creating exterior design options is an allowance of time for producing an initial concept. If a concept shown is not accepted or Should the concept need revisions over and above finishing of the design concept for presentation, additional time will be warranted and charged for on an hourly basis			
Note 6 - Public Meetings/Input sessions not shown above will be on an hourly basis at the hourly rates listed below			
Hourly rates for computing services:			
Principal Architect		\$ 130.00	
Project Architect		\$ 105.00	
Project Manager		\$ 100.00	
Draftsperson		\$ 85.00	
Clerical		\$ 60.00	

DOC. NO. 10-3476
BOOK 2010 PAGE 3476
FILED FOR RECORD #6 ORD PLAT

2010 OCT -6 PM 12: 35
CONNIE PENCE, RECORDER
WASHINGTON CO., IA, SS.
FEE \$ 34.00

Prepared by and Return to: Tina Thomas, City Administrator/ Clerk
City of Riverside, Iowa: PO Box 188, Riverside, IA 52327 Phone: 319-648-3501

RESOLUTION 03012010-1-2

RESOLUTION APPROVING THE VOLUNTARY ANNEXATION OF LARRY AND JANIS TENER'S PROPERTY WHICH INCLUDES AN AMENDED LEGAL DESCRIPTION

Whereas, the owner- Larry and Janis Tener have petitioned for voluntary annexation of property solely owned by them. Located in Section 9, Township 77, Range 06, more particularly described as,

LEGAL DESCRIPTION:

The Southwest Quarter (SW ¼) of Section Number Nine (9) lying south of the southerly right-of-way of Iowa State highway No. 22 and lying north of the right-of-way across land formerly owned by the Chicago Rock Island and Pacific Railway Company.

EXCEPT tract deeded to Iowa-Illinois Gas & Electric Company (now DBA MidAmerican Energy) in land deed record 70, page 530: AND

EXCEPT tract deeded to the State of Iowa in land deed record 78, page 375.

EXCEPT deed to Raymond Havel Book 93- page 448, Book 94- page 41.

All in Township Number Seventy-Seven (77) North, of Range Number six (6) West of the Fifth (5th) Principal Meridian, subject to easements of record in Washington County, Iowa.

The resulting acreage is 13.47 acres more or less and is subject to easements and restrictions of record. As required attached is a location map of said property which is to be annexed.

WHEREAS, the City Council has reviewed the proposed annexation and finds that said property is not within the urbanized area of any other city and that the proposed annexation will not create an island, and the City Council finds that it has no objections thereto and that the approval of said annexation is in the best interests of the City of Riverside and its Citizens and should be approved.

NOW, THEREFORE IT IS RESOLVED, by the City Council, City of Riverside, Iowa, that said petition for voluntary annexation is hereby approved by the City Council of the City of Riverside, Iowa.

NOW, THEREFORE IT IS RESOLVED, the property owners of the above described property are entitled to all of the privileges and subject to all obligations as an integral part of said City. The City Clerk is directed to file a certified copy of this resolution, the petition, and location map with the Secretary of State, County Board of Supervisors, each affected public utility, the Iowa Department of Transportation and also record a copy thereof with the Washington County Recorder.

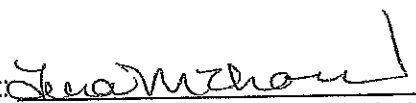
It was moved by Kaalberg and seconded by Schnoebelen that the foregoing Resolution be adopted.

Passed and approved on this 17th day of May 2010.

Roll Call: Waldschmidt, Kaalberg, Kiene, Schnoebelen
Ayes: Waldschmidt, Kaalberg, Kiene, Schnoebelen
Nays: None
Absent: Yahnke



Mayor Brian McDole

Attest: 
Tina Thomas, City Administrator/ Clerk

CLERK'S CERTIFICATE

I, the undersigned, Tina Thomas hereby certify:

That I am the City Administrator/ Clerk for the City of Riverside, Iowa and that the attached hereto is a true and correct copy of the City of Riverside RESOLUTION # 03012010-1-2 approving the Voluntary Annexation of Larry and Janis Teners Property which includes an amended legal description and that said Resolution by the City of Riverside is now on file in the office of the undersigned, in Riverside, Iowa.

Signed and sealed in Riverside, Iowa this July 26, 2010



Tina Thomas, City Administrator/Clerk
City of Riverside



Current Zoning is C-3

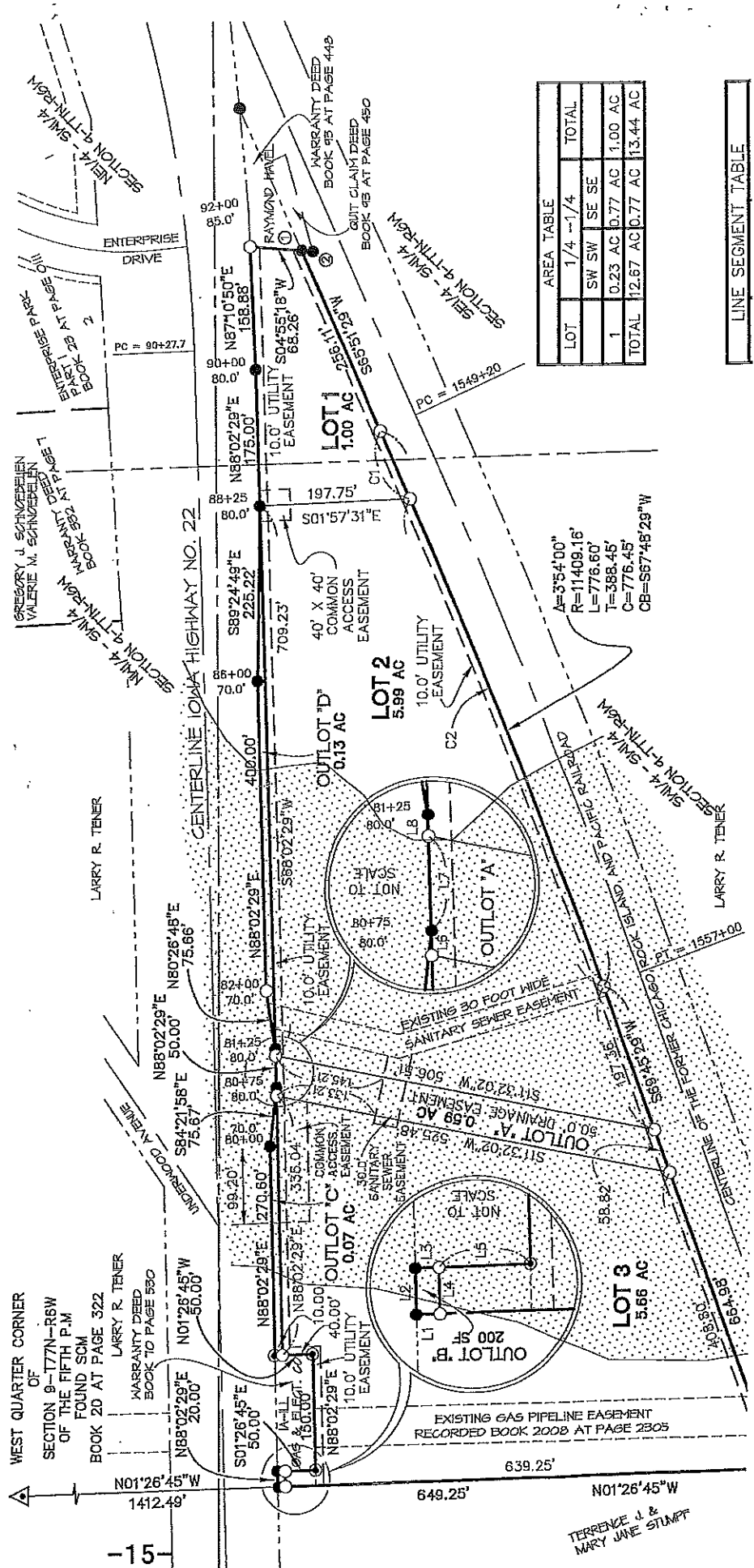
COPY

—PREPARED BY AND RETURN TO: MMS CONSULTANTS, INC. 1917 S. GILBERT ST. IOWA CITY, IOWA 52240 (319)351-8282

FINAL PLAT TENER TRIANGLE SUBDIVISION RIVERSIDE, WASHINGTON COUNTY, IOWA

PLAT PREPARED BY: **MMS CONSULTANTS INC.**
1917 SOUTH GILBERT ST.
IOWA CITY, IOWA, 52240

OWNER/SUBDIVIDER: **LARRY R. TENER**
1175 UNDERWOOD AVENUE
RIVERSIDE, IOWA 52327



TERRENCE J & MARY JANE STAMPT

Re-Recorded

DOC. NO. **10-2484** DOC. NO. **10-0789**
 BOOK **2010** PAGE **2484** BOOK **2010** PAGE **0789** GRD
 FILED FOR RECORD #7 FILED FOR RECORD #5

2010 JUL 28 AM 10:15 2010 MAR 19 AM 11:33
 CONNIE PENCE, RECORDER CONNIE PENCE, RECORDER
 WASHINGTON CO., IA, SS. WASHINGTON CO., IA, SS.
 FEE \$ 39.00 FEE \$ 29.00

Prepared by and return to: Tina M. Thomas, Riverside City Administrator/ Clerk
 60 N Greene St. P.O. Box 188, Riverside, IA 52327 Phone: 319-648-3501

RESOLUTION 03012010-2

RESOLUTION APPROVING SUBDIVIDER'S AGREEMENT WITH LARRY TENER AND THE CITY OF RIVERSIDE, IOWA

WHEREAS, the City Council of Riverside has received the Subdivider's Agreement between the City of Riverside and Larry Tener regarding his property located on the south side of Hwy 22 approximately 13 acres.

BE IT RESOLVED, that the City Council of Riverside has read and approves the Subdivider's Agreement, a copy of which is attached hereto.

It was moved by Kaalberg second by Schnoebelen that the foregoing Resolution be adopted.

Roll call: Waldschmidt, Kaalberg, Yahnke, Kiene, Schnoebelen
 Ayes: Waldschmidt, Kaalberg, Yahnke, Kiene, Schnoebelen
 Nays: none
 Absent: none

Passed by the City Council of Riverside, Iowa, and approved this 1st day of March 2010

Brian McDole
 Brian McDole, Mayor

Attest: Tina Thomas
 Tina Thomas, City Administrator/ Clerk

Prepared by and Return to: Lars G. Anderson, PO Box 2820, Iowa City, IA 52244, (319) 354-0331

SUBDIVIDER'S AGREEMENT

THIS AGREEMENT, is made by and between the City of Riverside, Iowa, a municipal corporation, hereinafter referred to as "City" and Larry R. Tener, hereinafter referred to as "Subdivider,"

SECTION 1. REQUEST FOR PLAT APPROVAL.

Subdivider has requested that the City approve the final plat for a proposed subdivision known as Tener Triangle Subdivision (referred to herein as the "plat") for the following described real estate situated in Riverside, Washington County, Iowa, to-wit:

See Attached Legal Description *

SECTION 2. CONDITIONS OF PLAT APPROVAL.

The City agrees that it will approve the final plat upon the condition that the Subdivider enter into and abide by this Agreement. Subdivider further agrees that this Agreement shall be recorded at the Washington County Recorder's Office and that the provisions of this Agreement shall be a covenant running with the land and shall be binding on the present and future owner of the property or lots contained in the above-referenced subdivision.

SECTION 3. RIGHT TO PROCEED.

Within the plat or land to be platted, the Subdivider may not grade or otherwise disturb the earth, remove trees, construct public or private improvements or any buildings until all of the following conditions have been satisfied:

1. This Agreement has been fully executed by both parties, filed with the City Clerk, approved by the City Council and recorded at the Washington County Recorder's Office.

SECTION 4. PUBLIC IMPROVEMENT PLANS.

Any necessary improvements and facilities shall be the responsibility of the Subdivider, or its assignee, and the City shall have no obligation or liability therefore. Prior to, or as a condition of the City's approval of the development of any lot, the Subdivider or its assignee, shall provide at its sole cost adequate municipal city water and sanitary sewer including, but not limited to, the costs of the City's engineer. Any access drives shall be in conformance with both the City's then-applicable design standards and the Iowa Department of Transportation requirements for the intended development and use of each lot.

SECTION 5. MISCELLANEOUS.

a. The Subdivider represents and states that the plat complies with all city, state and federal laws and regulations, including but not limited to, subdivision ordinances, zoning ordinance and environmental regulations. The City may, at its option, refuse to allow construction or development work in the subdivision until the Subdivider complies with the appropriate law or regulation. Upon the City's demand, the Subdivider shall cease work until there is compliance.

b. Third parties shall have no recourse against the City under this Agreement.

c. If any portion, section, subsection, sentence, clause, paragraph or phrase of this Agreement is for any reason held invalid, such decision shall not affect the validity of the remaining portion of this agreement.

d. The action or inaction of the City shall not constitute a waiver or amendment to the provisions of this Agreement. To be binding, amendments or waivers must be in writing, signed by both parties and approved by written resolution of the City Council. The City's failure to promptly take legal action to enforce this Agreement shall not be a waiver or a release.

SECTION 6. AUTHORIZATION TO ENTER PREMISES.

Subdivider grants the City, its agents, employees, officers, and contractors authorization to enter the Subdivision area to perform all work and inspections deemed appropriate and necessary by the City in conjunction with this development.

SECTION 7. FEES.

The Subdivider agrees to record this Agreement and to pay all necessary recording and filing fees that accrue as a result of any

work that is performed under this Agreement or made necessary as a result of this subdivision project. A copy of this recorded Agreement will be provided to the City.

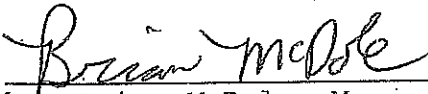
SECTION 8. SUCCESSORS AND ASSIGNS.

This Agreement shall be a covenant running with the land, and inure to the benefit of and be binding upon the parties their successors and assigns.

DATED this 26 day of February, 2010.

CITY OF RIVERSIDE, IOWA

SUBDIVIDER
LARRY R. TENER,


by: Brian McDole, Mayor


by: Larry R. Tener

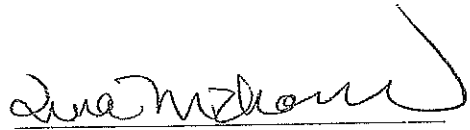

Attest: s/Tina Thomas, City Clerk

CLERK'S CERTIFICATE

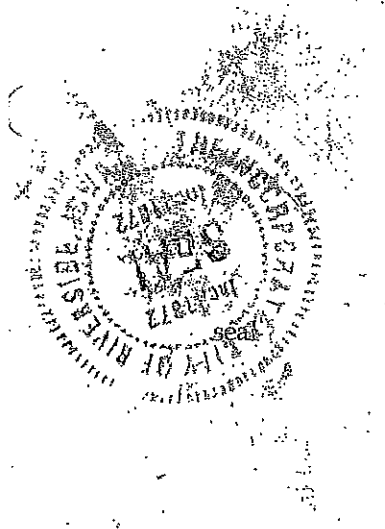
I, the undersigned, Tina Thomas hereby certify:

That I am the City Administrator/ Clerk for the City of Riverside, Iowa and that the attached hereto is a true and correct copy of the City of Riverside Resolution # 03012010-2 Approving Subdividers Agreement with Larry Tener and that said resolution is now on file in the office of the undersigned, in Riverside, Iowa.

Signed and sealed in Riverside, Iowa this 5th day of March 2010.



Tina Thomas, City Administrator/Clerk
City of Riverside



CLERK'S CERTIFICATE

I, the undersigned, Tina Thomas hereby certify:

That I am the City Administrator/ Clerk for the City of Riverside, Iowa and that the attached hereto is a true and correct copy of the City of Riverside RESOLUTION # 03012010-2 Approving Subdividers Agreement with Larry Tenner and that said Resolution by the City of Riverside is now on file in the office of the undersigned, in Riverside, Iowa.

Signed and sealed in Riverside, Iowa this July 26, 2010

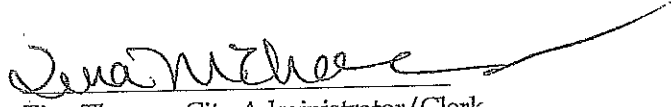

Tina Thomas, City Administrator/Clerk
City of Riverside



EXHIBIT A

LEGAL DESCRIPTION

I certify that during the month of January, 2010, at the direction of Larry R. Tener, a survey was made under my supervision of a Portion of the Southeast Quarter of the Southwest Quarter and the Southwest Quarter of the Southwest Quarter of Section 9, Township 77 North, Range 6 West, of the Fifth Principal Meridian, Riverside, Washington County, Iowa, the boundaries of which are described as follows: Commencing at the Southwest Corner of Section 9, Township 77 North, Range 6 West, of the Fifth Principal Meridian, Riverside, Washington County, Iowa; Thence $N01^{\circ}26'45''W$, along the West Line of the Southwest Quarter of said Section 9, a distance of 609.32 feet; to its intersection with the Northerly Right-of-Way Line of the Former Chicago, Rock Island, and Pacific Railroad, and the Point of Beginning; Thence continuing $N01^{\circ}26'45''W$, along said West Line, 649.25 feet, to its intersection with the Southerly Right-of-Way Line of Iowa Highway No. 22; Thence $N88^{\circ}02'29''E$, along said Southerly Right-of-Way Line, 20.00 feet, to the Northwest Corner of the Parcel of land conveyed by Warranty Deed, and Recorded in Book 70, at Page 530 of the Records of the Washington County Recorder's Office; Thence $S01^{\circ}26'45''E$, along the West Line of said Parcel, 50.00 feet, to the Southwest Corner thereof; Thence $N88^{\circ}02'29''E$, along the South Line of said Parcel 150.00 feet; Thence $N01^{\circ}26'45''W$, along the East Line of said Parcel, 50.00 feet, to the Northeast Corner thereof, and a Point on said Southerly Right-of-Way Line of said Iowa Highway No. 22; Thence $N88^{\circ}02'29''E$, along said Southerly Right-of-Way Line, 270.60 feet, to a Point 70.00 feet normally distant Southerly from centerline station 80+00; Thence $S84^{\circ}21'58''E$, along said Southerly Right-of-Way Line, 75.67 feet, to a Point 80.00 feet normally distant Southerly from centerline station 80+75; Thence $N88^{\circ}02'29''E$, along said Southerly Right-of-Way Line, 50.00 feet, to a Point 80.00 feet normally distant Southerly from centerline station 81+25; Thence $N80^{\circ}26'48''E$, along said Southerly Right-of-Way Line, 75.66 feet, to a Point 70.00 feet normally distant Southerly from centerline station 82+00; Thence $N88^{\circ}02'29''E$, along said Southerly Right-of-Way Line, 400.00 feet, to a Point 70.00 feet normally distant Southerly from centerline station 86+00; Thence $S89^{\circ}24'49''E$, along said Southerly Right-of-Way Line, 225.22 feet, to a Point 80.00 feet normally distant Southerly from centerline station 88+25; Thence $N88^{\circ}02'29''E$, along said Southerly Right-of-Way Line, 175.00 feet, to a Point 80.00 feet normally distant Southerly from centerline station 90+00; Thence $N87^{\circ}10'50''E$, along said Southerly Right-of-Way Line, 158.88 feet, to the Northwest Corner of the Parcel of Land conveyed by Warranty Deed, and Recorded in Book 93 at Page 448 of the Records of the Washington County Recorder's Office; Thence $S04^{\circ}55'18''E$, along the West Line of said Conveyed Parcel, 68.26 feet, to a Point on said Northerly Right-of-Way Line of the Former Chicago, Rock Island, and Pacific Railroad; Thence $S65^{\circ}51'29''W$, along said Northerly Right-of-Way Line, 256.11 feet; Thence Southwesterly, 776.60 feet along said Northerly Right-of-Way Line on a 11409.16 foot radius curve, concave Northwesterly, whose 776.45 foot chord bears $S67^{\circ}48'29''W$; Thence $S69^{\circ}45'29''W$, along said Northerly Right-of-Way Line, 664.98 feet, to the Point of Beginning. Said Tract of land contains 13.44 acres, and is subject to easements and restrictions of record.

RESOLUTION #02022016-01

RESOLUTION APPROVING THE PROTECTIVE COVENANTS FOR THE CHERRY LANE DEVELOPMENT

Whereas, the City of Riverside City at the recommendation of the City Engineering Firm, MMS Consultants, Glen Meisner, the City Attorney, Bill Sueppel and the City of Riverside’s Planning and Zoning Commission that the City of Riverside, Iowa accepts the final copy of the Protective Covenants for the Cherry Lane Development Project.

Therefore, be it resolved the City of Riverside City Council does hereby accept the Protective Covenants for the Cherry Lane Development Project.

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

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

Ayes:

Nays:

Absents:

Passed by the City Council of Riverside, Iowa and approved this 2nd day of February, 2016.

Signed: _____

Allen Schneider, Mayor

Attest: _____

Lory Young, City Clerk

12/3/15

Prepared by: William J. Sueppel, 122 South Linn Street, Iowa City, IA 52240, (319) 338-9222
Return to: William J. Sueppel, 122 South Linn Street, Iowa City, IA 52240

**PROTECTIVE COVENANTS AND RESTRICTIONS
OF
CHERRY LANE SUBDIVISION**

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned City of Riverside, Iowa, being the Subdivider and Owner of all the lots in the subdivision to Riverside, Iowa, known as Cherry Lane Subdivision, the dedication of which subdivision is recorded in Book _____, Page _____, in the office of the County Recorder of Washington County, Iowa, for the mutual benefit of those persons who may purchase any of the lots in said subdivision now owned by the undersigned, hereby impose the following covenants and restrictions on each lot in said subdivision which shall be binding upon all the present and future owners of each and every parcel of ground in said subdivision as covenants running with the land, and with such force and effect as if contained in each subsequent conveyance of land. The term "Owner," as used in these restrictive covenants, shall refer to the person or persons (including any entity) who holds the legal title to any lot, or the equitable title when purchasing under contract. The legal title retained by a vendor selling under a contract that is essentially a security device shall be excluded from the term "Owner."

A. GENERAL RESTRICTIONS.

1. Construction of a dwelling must commence within one (1) year and the dwelling must be completed within two (2) years from the date of sale of a lot.

Violation of this covenant shall result in a \$2,000.00 penalty assessment per year, beginning on the date of violation.

2. All lots shall be used only for structures and purposes permitted by the zoning laws and regulations of the City of Riverside, Iowa, and as more particularly provided herein. The land use for the lots within the subdivision shall be designated as R-1.

3. The following provisions shall be applicable to construction of the subdivision lots:

(a) No lot shall be subdivided. (A zero lot line survey shall not be considered a subdivision.) No residential lot shall be subdivided to a configuration different than its original configuration. This provision shall not prevent the conveyance of a portion of one (1) lot to the abutting property owner, as long as the conveyance does not result in an additional building lot or violate any setback requirements.

(b) All lots shall be limited to single-family dwellings.

4. All single-family dwellings erected on a lot, no building shall be erected that has a ground floor living area of less than one thousand, three hundred (1,300) square feet in the case of a one (1) story structure nor less than nine hundred (900) square feet in the case of a one and one-half (1½) or two (2) story structure, provided that said one and one-half (1½) or two (2) story structure contains a minimum of one thousand, four hundred (1,400) square feet. Garages, breezeways, screened porches, open porches, decks or third-story square footage shall not be considered as ground floor area.

5. Prior to any construction, the plans and specifications for the proposed structure shall be submitted to the City of Riverside. In addition to plans and specifications for the structure, the application shall show the materials to be used and the exterior color scheme proposed. The application shall also set forth a time schedule for construction of improvements and in no event will the application be approved when the proposed construction will take longer than twenty-four (24) months.

Detached buildings shall be sided and roofed with the same material as the principal structure and shall be in the same color. The design and location of any storage building or gazebo must be approved, in advance, by the City.

The City shall retain architectural control over the improvements on all lots of the subdivision, according to the following terms and conditions:

(a) No building, fence, wall or other structure shall be commenced, erected or maintained within the subdivision, nor shall any exterior addition, change to or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials and locations of the same shall have been submitted to and approved by the City.

(b) Complete plans and specifications for the proposed construction shall be submitted to the City or its assignee for approval. In addition to the plans and specifications for proposed structures, the application for approval shall show the location and type of any fences, parking areas, plantings, landscaping and exterior lighting and other relevant matters, including the location on the lot of all proposed improvements, the materials to be used and the color scheme proposed. The application shall also set forth a time schedule for the construction of such improvements and, in no event, will an application be approved when the proposed construction will not be commenced within one (1) year from the date of application.

(c) In the event any proposed construction is not commenced within one (1) year from the date the construction has been approved by the City, said approval shall lapse and it shall be the responsibility of the lot owner to reapply for approval prior to commencement of construction. Once commenced, construction shall proceed in a diligent manner to completion.

6. During the course of construction, all building contractors shall keep mud, dirt, debris and building material off of all City streets and other building lots. All field tiles severed shall be rerouted and reconnected. Prior to the commencement of construction of any housing structure, the building contractor shall deposit with the

City the sum of five hundred dollars (\$500.00) which will be held by the City until all construction is completed. The funds thus escrowed will be used to pay the cost by the City to remove those materials from the streets and other subdivision lots as well as to repair any damage done to the subdivision streets by the building contractor or subcontractors. In addition, lot owners are personally responsible and liable for any damages to the streets or other subdivision improvements caused by contractors or subcontractors performing work upon their property or on their behalf.

During construction of any type of lot within the subdivision, it shall be the responsibility of each lot owner to ensure that the construction sites are kept free of unsightly accumulation of rubbish and scrap materials and that construction materials are kept in a neat and orderly manner. During the course of construction, all building contractors shall keep mud, dirt, debris and building materials off of all subdivision roads and other building lots.

As part of the construction, each lot owner and the contractor or subcontractor for each lot owner shall be responsible to grade, landscape and maintain his or her lot in such a manner as to minimize damage that might result to other lots or common areas as a result of erosion and surface water drainage. Lot owners and their contractors or subcontractors shall be directly responsible for compliance with NPDES requirements.

7. No mobile home trailer, mobile home, modular home, ~~premanufactured home, log cabin home~~ or other non-stick built housing shall be constructed or located on any lot. Unattached garages or other buildings and structures are to be in harmony with the home and are specifically subject to the approval of the City.

No trailer, basement, shack, garage, barn or other outbuilding on a lot shall at any time be used as a residence, temporarily or permanently, nor shall any residence of a temporary nature be permitted.

No outside antennas or towers, other than one (1) satellite dish not to exceed twenty-four (24) inches in diameter located so as not to be visible from the street, may be installed. No ham radio tower or antenna is permitted anywhere in the subdivision.

No inoperable, dismantled, or wrecked motor vehicles, trailers, automobiles, or any other vehicles, or machinery or parts thereof, including scrap metals or other scrap materials shall be permitted to be upon or remain upon any lot or roadway within the

subdivision. No personal property shall be stored or left upon a lot, except within the garage located upon the lot. No act constituting a nuisance as defined under the provisions of Chapter 657 of the Code of Iowa, City of Riverside Code of Ordinances, or the case law of the courts of the State of Iowa shall be permitted.

No plants or seed, or other things or conditions harboring or breeding infectious plant diseases or noxious insects shall be introduced or maintained upon any part of a lot in the subdivision. Each lot owner shall plant in the front yard two (2) trees, each with a minimum trunk diameter of two (2) inches and of one (1) or more of the following types: ~~River birch; all lindens; maples, except silver maples; oaks; seedless ash; spruce; pines; fir; ginkgo; and thornless honey locust.~~ *Trees approved by DNR or Trees Forever list.*

8. Applicable provisions of the City of Riverside, Iowa, zoning ordinances and building regulations shall govern setback requirements. No fences will be installed along any boundary line or within any subdivision lot without the approval of the City. All utilities serving each lot shall enter such lot underground and remain underground until the point of its entry into the improvement on such lot. The term "utilities" shall include but not limited to water, sewer, electricity, gas, cable television and telephone. When practicable, utilities shall use and share the same excavated trench.

Permanent

Outdoor lighting must be approved by the City. Only decorative poles may be used. No wooden poles will be permitted. No overhead wiring of any type, including wiring to outdoor lighting or outbuildings, will be permitted. All wiring and utility service within the subdivision, including cable television, will be delivered by buried cable or wire service.

9. Structure foundations shall be constructed of poured concrete. Roofs shall be constructed with a minimum of 5 - 12 pitch. A minimum two (2) car and maximum of three (3) car garage is required. The lot Owner, prior to occupancy, will construct sidewalks in accordance with the city code. ~~Permanent clotheslines shall be prohibited, but removable umbrella or retractable clotheslines are acceptable.~~ All non-timbered areas or landscaped areas shall be seeded or sodded.

No ~~above-ground~~ swimming pools of any type shall be erected or installed on the lots, unless approved in writing by City. A swimming pool shall be defined as any opening larger than forty (40) square feet of surface water. All swimming pools must be three-fourths (¾) below the normal ground level when properly graded to drain.

10. No obnoxious or offensive trade or activity shall be carried on upon any lot or shall anything be done therein which shall become an annoyance or nuisance to the neighborhood. No home business shall be carried on upon any lot without prior written approval of the City and in full compliance with city, state and federal laws governing such business.

Each lot owner, whether the lot is vacant or improved, shall keep the lot free of debris and agrees to take all steps necessary to control erosion. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers with properly fitting lids. All containers and equipment for the storage or disposal of such material shall be kept in clean and sanitary condition and concealed from public view. No open burning within the subdivision shall be allowed, except as permitted by the City.

11. No animals, exotic animals, ~~or livestock or poultry~~ shall be raised or kept within the subdivision except for usual household pets, provided that same are not kept or maintained for commercial purposes. ~~No outdoor pet facilities may be kept or maintained on any lot.~~ Pets shall be managed in such way that they do not interfere with the quiet enjoyment of property by other lot owners. Any person owning or keeping a pet shall be responsible for and shall at all times clean up any waste from such pet. Said pet shall be on a leash when walked by the owner thereof. Pets, which continue to make loud noises, damage shrubs or other flora, or attack other pets or persons, shall be considered a nuisance.

12. Motor vehicles used by residents shall be parked in areas designated in the building plan parking areas. There shall be provided on each lot sufficient off-street parking area including driveway for the parking of at least two (2) vehicles, which area shall be hard surfaced. No motor vehicle shall be parked at any time or in any manner which would interfere with the flow of traffic.

All campers, trailers, boats, recreational vehicles, or snowmobiles, ~~which are permanently stored,~~ shall be stored within a garage enclosure or on a paved slab located at the side or in the rear of the home. Motorized pleasure equipment, i.e. snowmobiles, trail bikes and all terrain vehicles, shall not be operated within the development. ~~Golf cart usage within the subdivision shall only be allowed in compliance with the applicable city ordinance.~~

City Does not have a Golf ~~course~~ Cart Ordinance -

13. The owner of any building damaged by fire or act of God shall within ninety (90) days, unless an extension of time is obtained from the City, commence restoration or removal of said building. Work shall be completed within one (1) year after such event.

In the event of the total destruction of any building, the owner shall, within ninety (90) days after the event, commence removal of the debris and restore the site to satisfactory condition. Site removal shall be completed within thirty (30) days of its commencement date. If any owner fails to commence removal of any debris within the time period specified above, any lot owner or the City shall have the right to enter upon the land, remove the debris and be entitled to repayment of the expenses incurred from the owner of the lot. Any unpaid advanced expenses shall become a lien on the benefited lot, upon filing of notice of the same in the office of the Washington County Recorder. Prior to entering the land, notice must be provided to the owner of the benefited lot, ten (10) days prior to entry upon the land.

14. Perpetual easement for utility purposes is reserved on a portion of each lot as designated on the final subdivision plat. No improvements, fences, trees or shrubs shall be placed within the easement right-of-way, which will in any manner interfere with the installation and maintenance of the utilities within the easement right-of-way.

B. MISCELLANEOUS.

1. Each of the covenants shall continue and be binding for an initial period of twenty-one (21) years from the date of these Protective Covenants and Restrictions.

2. The covenants shall run with the land and bind Owners, their successors, grantees and assigns, and all other parties claiming by, through or under them.

3. The City, its designee, successors or assigns, and each Owner or Owners of any of the residences from time to time shall have the right jointly and separately, to sue for and obtain a prohibitive or mandatory injunction to prevent the breach of, or to enforce the observance of, the covenants in addition to the right to bring an ordinary legal action for damages.

In no event shall the failure of the City or any Owner to enforce any of the covenants as to a particular violation be deemed to be a waiver of the right to do so as to any subsequent violation.

The prevailing party in any such action shall be entitled to recover its costs, expenses and reasonable attorney fees from the other party.

4. The record owners in fee simple of the residences in the subdivision may modify, amend or supplement in whole or in part any or all of the covenants and conditions contained in this declaration and may release the real estate from the covenants, but only at the following time and in the following manner:

(a) Any such change or changes may be made effective at any time from the date of recording of this declaration if the record owners in fee simple of eighty percent (80%) of the lots in the subdivision consent to such change in writing.

(b) Any such consents shall be effective only if expressed in a written instrument or instruments executed and acknowledged by each of the consenting Owners and recorded in the office of the Recorder of Washington County, Iowa. A recordable certificate by an accredited abstractor, title guaranty company doing business in Washington County, Iowa, or a Washington County attorney as to the record ownership of the real estate shall be deemed conclusive evidence with regard to compliance with the provisions of this section.

(c) City reserves the right to amend these covenants any number of times on or before ~~December 31, 2015~~, without the consent of the Owners of any of the lots in the subdivision. *April 1, 2016*

5. If a court of competent jurisdiction shall hold invalid or unenforceable any part of any covenant or provision contained herein, such holding shall not impair, invalidate or otherwise affect the remainder of these Protective Covenants and Restrictions which shall run in full force and effect.

6. A written or printed notice, deposited in the United States Post Office, postage prepaid and addressed to any Owner at his or her last address, shall be

sufficient prior notice to such Owner wherever notices are required in these Protective Covenants and Restrictions.

CITY OF RIVERSIDE, IOWA

By: _____
Bill Poch, Mayor

ATTEST: _____
Lory Young, City Clerk

STATE OF IOWA)
) ss:
COUNTY OF WASHINGTON)

On this ____ day of _____, 2015, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Bill Poch and Lory Young, to me personally known, who, being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Riverside, Iowa, a municipal corporation; that the seal affixed to the foregoing instrument is the corporate seal of the municipal corporation, and that the instrument was signed and sealed on behalf of the municipal corporation by the authority of its City Council; and that Bill Poch and Lory Young acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation, by it and by them voluntarily executed.

Notary Public in and for the State of Iowa

RESOLUTION #02022016-02

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

Whereas, the City of Riverside City will enter into a 28e agreement with Highland township, Iowa Township, Jackson Township, Liberty Township, and Sharon Township for fire protection for the period of three years.

Therefore, be it resolved the City of Riverside City Council does hereby approve to enter into a 28e agreement with the listed townships for a period of three years for 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: Redlinger, Schneider, Sexton, Weber, Schnoebelen

Ayes:

Nays:

Absents:

Passed by the City Council of Riverside, Iowa and approved this 2nd day of February, 2016.

Signed: _____

Allen Schneider, Mayor

Attest: _____

Lory Young, City Clerk

Prepared by: William J. Sueppel, 122 South Linn Street, Iowa City, IA 52240, (319) 338-9222
Return to: William J. Sueppel, 122 South Linn Street, Iowa City, IA 52240

FIRE SERVICE AGREEMENT - RIVERSIDE & HIGHLAND TOWNSHIP

THIS AGREEMENT is between the City of Riverside, Iowa, hereinafter referred to as "Riverside" or "City", and Highland Township hereinafter referred to as "Township".

THE PARTIES AGREE AS FOLLOWS:

1. This Contract shall be between Riverside and Highland Township.
2. Areas Served
The areas to be included within this Agreement shall be the boundaries of the Township as shown in attached Exhibit A.
3. Services Provided
It is agreed that Riverside will provide fire protection and emergency services for all of the property located within the Township. This does not include emergency transport medical services.
4. Vehicles and Equipment
Riverside will retain a list of insurable equipment and vehicles owned by the City of Riverside and other fire apparatus that will be available for use under the terms of this Agreement. All equipment and apparatus will be used at the Fire Chief's or his designee's discretion.
5. Taxes and Levies
It is agreed that the Township will levy enough taxes within the tax limitations prescribed by the Iowa Code to pay the Township's agreed upon share of the fire and emergency services.

6. Advisory Board

Two (2) members of the townships served by Riverside will serve with two (2) members of the Riverside City Council, the Riverside Fire Chief, and one (1) member of the Riverside Volunteer Fire Department as a five (5) member advisory board with regard to provision of fire and emergency services provided to the City and townships.

The Riverside Fire Chief shall annually call a meeting and prepare an agenda for the meeting to be held in the month of January. The Fire Chief shall provide a report of fire calls for all members at this meeting. The purpose of the advisory board is intended to exchange and share information about issues related to this Agreement. The Riverside City Council, Township Trustee and any advisory committees are to be encouraged to attend this annual meeting.

7. Contract Financing

It is agreed that the Township within the fire protection area described in this Agreement shall levy a minimum fire protection fee of .54214 cents per thousand dollars of taxable value. This amount levied will be paid to the City of Riverside in consideration for Riverside providing fire protection and emergency services to the Townships listed herein.

Any remaining funds will be used by the City for fire protection and emergency services, at their discretion. It is agreed that Highland Township shall transmit one-half (1/2) of the fees above described on or before June 30 and the remaining half (1/2) on or before December 30 each year to Riverside to pay the costs agreed under this Agreement. Payment shall be sent to the City Clerk of the City of Riverside and designated as rural fire service payment.

8. Billing and Expenses

If, in the reasonable estimation of the Riverside Fire Chief, a piece of fire equipment or fire apparatus is in need of repair or replacement, the Chief will consult with the City to seek approval and, after receiving such approval, the repair or replacement will be made. In the event that the Chief determines that repair or replacement is necessary prior to consultation with the City, due to an emergency situation or the routine nature of the repair or replacement, the Chief may take the necessary action and report to the City within three (3) days.

The Fire Department will provide the parties with monthly reports regarding the Fire Department activities, training, calls and expenditures made.

9. Mutual Aid Agreement

It is agreed and understood that all Riverside fire apparatus may be used by Riverside in fire protection areas outside of the area covered by this Contract in accordance with mutual aid agreements between Riverside and other cities and townships.

10. Service to Other Areas

It is agreed and understood that Riverside may serve other townships, cities or parts of a township or city not parties to this Agreement.

11. Insurance Coverage

Riverside shall provide and maintain vehicle insurance on Riverside's apparatus and liability insurance for the Riverside Volunteer Fire Department. Riverside shall provide worker's compensation insurance for the all fire fighters and emergency services personnel servicing this agreement. Insurance will be obtained from companies licensed and authorized to do business in the State of Iowa.

12. Liability and Indemnification

The public entities that are parties to this Agreement shall, at all times during the term of this Agreement, indemnify, defend and hold one another harmless against all claims and expenses, including legal expenses and reasonable attorney fees, arising out of the death or injury to any person or persons or out of any property damage and against any other claim, proceeding, demand, expense and liability of any kind whatsoever resulting from any action or inaction related to either entity which is deemed by a court of law or arbitrator not to be an action or inaction of the other entity. Notwithstanding the above, each entity at all times reserves the right to retain counsel of its own to defend its respective interest.

13. Term of the Agreement

The parties acknowledge that this Agreement is the complete agreement of the parties. Each party acknowledges that it has had ample opportunity to seek independent advice with regard to the terms of this Agreement. If any changes to this Agreement are to be made, such changes must be done in writing and be signed by all entities.

14. Jurisdiction, Venue and Attorney Fees

In the event there are any disputes that arise between the entities with regard to this Agreement, all entities hereby consent and agree to the jurisdiction of the State of Iowa and the venue of Washington County, Iowa. All disputes shall be decided according to the laws of the State of Iowa, and the prevailing entity shall be entitled to reasonable attorney fees.

15. Execution of Documents

The parties agree to timely execute any documents necessary to carry out the terms of this Agreement. The parties further agree that this document may be executed outside the presence of the other party and in separate counterparts.

This Agreement shall be filed with the Secretary of the State of Iowa and the Washington County Recorder in accordance with Chapter 28E of the Code of Iowa.

16. Duration

This Agreement shall be in effect for the three (3) years beginning July 1, 2016, and ending June 30, 2019. Either party may terminate this Agreement at the end of its initial term by providing written notice to the other party by January 1 prior to the end of the year in which this Agreement is to be terminated. If such notice is not given, the Agreement shall continue on a year-to-year basis until such proper notice of termination is given. In the event that any party to this Agreement shall desire to withdraw or terminate this Agreement, a written notice of withdrawal or termination shall be sent certified mail by the 1st day of January prior to the expiration date of this Agreement as stated above. Said withdrawal or termination shall not become effective until June 30th, and all current and outstanding payments for services must be made.

DATED _____, 2016

CITY OF RIVERSIDE, IOWA

By _____
Allen Schneider, Mayor

Attest _____
Lory Young, City Clerk

DATED _____, 2016

HIGHLAND TOWNSHIP

By _____, Trustee

By _____, Trustee

By _____, Trustee

By _____, Fire Chief

By _____, Fire Secretary

STATE OF IOWA)
) ss:
COUNTY OF WASHINGTON)

On this ____ day of _____, 2016, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Allen Schneider and Lory Young, to me personally known, who, being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Riverside, Iowa, a municipal corporation; that the seal affixed to the foregoing instrument is the corporate seal of the municipal corporation, and that the instrument was signed and sealed on behalf of the municipal corporation by the authority of its City Council, as contained in Resolution No. _____ of the City Council on the ____ day of _____, 2016; and that Allen Schneider and Lory Young acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation, by it and by them voluntarily executed.

Notary Public in and for the State of Iowa

STATE OF IOWA)
) ss:
COUNTY OF WASHINGTON)

On this ____ day of _____, 2016, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared _____ and _____, to me personally known, who, being by me duly sworn, did say that they are the Trustees of Highland Township, a municipal entity organized and authorized under the laws of the State of Iowa, and that _____ and _____ acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of Highland Township, by it and by them voluntarily executed.

Notary Public in and for the State of Iowa

Prepared by: William J. Sueppel, 122 South Linn Street, Iowa City, IA 52240, (319) 338-9222
Return to: William J. Sueppel, 122 South Linn Street, Iowa City, IA 52240

FIRE SERVICE AGREEMENT - RIVERSIDE & IOWA TOWNSHIP

THIS AGREEMENT is between the City of Riverside, Iowa, hereinafter referred to as "Riverside" or "City", and Iowa Township hereinafter referred to as "Township".

THE PARTIES AGREE AS FOLLOWS:

1. This Contract shall be between Riverside and Iowa Township.
2. Areas Served
The areas to be included within this Agreement shall be the boundaries of the Township as shown in attached Exhibit A.
3. Services Provided
It is agreed that Riverside will provide fire protection and emergency services for all of the property located within the Township. This does not include emergency transport medical services.
4. Vehicles and Equipment
Riverside will retain a list of insurable equipment and vehicles owned by the City of Riverside and other fire apparatus that will be available for use under the terms of this Agreement. All equipment and apparatus will be used at the Fire Chief's or his designee's discretion.
5. Taxes and Levies
It is agreed that the Township will levy enough taxes within the tax limitations prescribed by the Iowa Code to pay the Township's agreed upon share of the fire and emergency services.

6. Advisory Board

Two (2) members of the townships served by Riverside will serve with two (2) members of the Riverside City Council, the Riverside Fire Chief, and one (1) member of the Riverside Volunteer Fire Department as a five (5) member advisory board with regard to provision of fire and emergency services provided to the City and townships.

The Riverside Fire Chief shall annually call a meeting and prepare an agenda for the meeting to be held in the month of January. The Fire Chief shall provide a report of fire calls for all members at this meeting. The purpose of the advisory board is intended to exchange and share information about issues related to this Agreement. The Riverside City Council, Township Trustee and any advisory committees are to be encouraged to attend this annual meeting.

7. Contract Financing

It is agreed that the Township within the fire protection area described in this Agreement shall levy a minimum fire protection fee of .60063 cents per thousand dollars of taxable value. This amount levied will be paid to the City of Riverside in consideration for Riverside providing fire protection and emergency services to the Townships listed herein.

Any remaining funds will be used by the City for fire protection and emergency services, at their discretion. It is agreed that Iowa Township shall transmit one-half (1/2) of the fees above described on or before June 30 and the remaining half (1/2) on or before December 30 each year to Riverside to pay the costs agreed under this Agreement. Payment shall be sent to the City Clerk of the City of Riverside and designated as rural fire service payment.

8. Billing and Expenses

If, in the reasonable estimation of the Riverside Fire Chief, a piece of fire equipment or fire apparatus is in need of repair or replacement, the Chief will consult with the City to seek approval and, after receiving such approval, the repair or replacement will be made. In the event that the Chief determines that repair or replacement is necessary prior to consultation with the City, due to an emergency situation or the routine nature of the repair or replacement, the Chief may take the necessary action and report to the City within three (3) days.

The Fire Department will provide the parties with monthly reports regarding the Fire Department activities, training, calls and expenditures made.

9. Mutual Aid Agreement

It is agreed and understood that all Riverside fire apparatus may be used by Riverside in fire protection areas outside of the area covered by this Contract in accordance with mutual aid agreements between Riverside and other cities and townships.

10. Service to Other Areas

It is agreed and understood that Riverside may serve other townships, cities or parts of a township or city not parties to this Agreement.

11. Insurance Coverage

Riverside shall provide and maintain vehicle insurance on Riverside's apparatus and liability insurance for the Riverside Volunteer Fire Department. Riverside shall provide worker's compensation insurance for the all fire fighters and emergency services personnel servicing this agreement. Insurance will be obtained from companies licensed and authorized to do business in the State of Iowa.

12. Liability and Indemnification

The public entities that are parties to this Agreement shall, at all times during the term of this Agreement, indemnify, defend and hold one another harmless against all claims and expenses, including legal expenses and reasonable attorney fees, arising out of the death or injury to any person or persons or out of any property damage and against any other claim, proceeding, demand, expense and liability of any kind whatsoever resulting from any action or inaction related to either entity which is deemed by a court of law or arbitrator not to be an action or inaction of the other entity. Notwithstanding the above, each entity at all times reserves the right to retain counsel of its own to defend its respective interest.

13. Term of the Agreement

The parties acknowledge that this Agreement is the complete agreement of the parties. Each party acknowledges that it has had ample opportunity to seek independent advice with regard to the terms of this Agreement. If any changes to this Agreement are to be made, such changes must be done in writing and be signed by all entities.

14. Jurisdiction, Venue and Attorney Fees

In the event there are any disputes that arise between the entities with regard to this Agreement, all entities hereby consent and agree to the jurisdiction of the State of Iowa and the venue of Washington County, Iowa. All disputes shall be decided according to the laws of the State of Iowa, and the prevailing entity shall be entitled to reasonable attorney fees.

15. Execution of Documents

The parties agree to timely execute any documents necessary to carry out the terms of this Agreement. The parties further agree that this document may be executed outside the presence of the other party and in separate counterparts.

This Agreement shall be filed with the Secretary of the State of Iowa and the Washington County Recorder in accordance with Chapter 28E of the Code of Iowa.

16. Duration

This Agreement shall be in effect for the three (3) years beginning July 1, 2016, and ending June 30, 2019. Either party may terminate this Agreement at the end of its initial term by providing written notice to the other party by January 1 prior to the end of the year in which this Agreement is to be terminated. If such notice is not given, the Agreement shall continue on a year-to-year basis until such proper notice of termination is given. In the event that any party to this Agreement shall desire to withdraw or terminate this Agreement, a written notice of withdrawal or termination shall be sent certified mail by the 1st day of January prior to the expiration date of this Agreement as stated above. Said withdrawal or termination shall not become effective until June 30th, and all current and outstanding payments for services must be made.

DATED _____, 2016

CITY OF RIVERSIDE, IOWA

By _____
Allen Schneider, Mayor

Attest _____
Lory Young, City Clerk

DATED _____, 2016

IOWA TOWNSHIP

By _____
_____, Trustee

By _____
_____, Trustee

By _____
_____, Trustee

By _____
_____, Fire Chief

By _____
_____, Fire Secretary

Attest _____

STATE OF IOWA)
) ss:
COUNTY OF WASHINGTON)

On this ____ day of _____, 2016, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Allen Schneider and Lory Young, to me personally known, who, being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Riverside, Iowa, a municipal corporation; that the seal affixed to the foregoing instrument is the corporate seal of the municipal corporation, and that the instrument was signed and sealed on behalf of the municipal corporation by the authority of its City Council, as contained in Resolution No. _____ of the City Council on the ____ day of _____, 2016; and that Allen Schneider and Lory Young acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation, by it and by them voluntarily executed.

Notary Public in and for the State of Iowa

STATE OF IOWA)
) ss:
 COUNTY OF WASHINGTON)

On this ____ day of _____, 2016, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared _____ and _____, to me personally known, who, being by me duly sworn, did say that they are the Trustees of Iowa Township, a municipal entity organized and authorized under the laws of the State of Iowa, and that _____ and _____ acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of Iowa Township, by it and by them voluntarily executed.

 Notary Public in and for the State of Iowa

Prepared by: William J. Sueppel, 122 South Linn Street, Iowa City, IA 52240, (319) 338-9222
Return to: William J. Sueppel, 122 South Linn Street, Iowa City, IA 52240

FIRE SERVICE AGREEMENT - RIVERSIDE & JACKSON TOWNSHIP

THIS AGREEMENT is between the City of Riverside, Iowa, hereinafter referred to as "Riverside" or "City", and Jackson Township hereinafter referred to as "Township".

THE PARTIES AGREE AS FOLLOWS:

1. This Contract shall be between Riverside and Jackson Township.
2. Areas Served
The areas to be included within this Agreement shall be the boundaries of the Township as shown in attached Exhibit A.
3. Services Provided
It is agreed that Riverside will provide fire protection and emergency services for all of the property located within the Township. This does not include emergency transport medical services.
4. Vehicles and Equipment
Riverside will retain a list of insurable equipment and vehicles owned by the City of Riverside and other fire apparatus that will be available for use under the terms of this Agreement. All equipment and apparatus will be used at the Fire Chief's or his designee's discretion.
5. Taxes and Levies
It is agreed that the Township will levy enough taxes within the tax limitations prescribed by the Iowa Code to pay the Township's agreed upon share of the fire and emergency services.

6. Advisory Board

Two (2) members of the townships served by Riverside will serve with two (2) members of the Riverside City Council, the Riverside Fire Chief, and one (1) member of the Riverside Volunteer Fire Department as a five (5) member advisory board with regard to provision of fire and emergency services provided to the City and townships.

The Riverside Fire Chief shall annually call a meeting and prepare an agenda for the meeting to be held in the month of January. The Fire Chief shall provide a report of fire calls for all members at this meeting. The purpose of the advisory board is intended to exchange and share information about issues related to this Agreement. The Riverside City Council, Township Trustee and any advisory committees are to be encouraged to attend this annual meeting.

7. Contract Financing

It is agreed that the Township within the fire protection area described in this Agreement shall levy a minimum fire protection fee of .40400 cents per thousand dollars of taxable value. This amount levied will be paid to the City of Riverside in consideration for Riverside providing fire protection and emergency services to the Townships listed herein.

Any remaining funds will be used by the City for fire protection and emergency services, at their discretion. It is agreed that Jackson Township shall transmit one-half (1/2) of the fees above described on or before June 30 and the remaining half (1/2) on or before December 30 each year to Riverside to pay the costs agreed under this Agreement. Payment shall be sent to the City Clerk of the City of Riverside and designated as rural fire service payment.

8. Billing and Expenses

If, in the reasonable estimation of the Riverside Fire Chief, a piece of fire equipment or fire apparatus is in need of repair or replacement, the Chief will consult with the City to seek approval and, after receiving such approval, the repair or replacement will be made. In the event that the Chief determines that repair or replacement is necessary prior to consultation with the City, due to an emergency situation or the routine nature of the repair or replacement, the Chief may take the necessary action and report to the City within three (3) days.

The Fire Department will provide the parties with monthly reports regarding the Fire Department activities, training, calls and expenditures made.

9. Mutual Aid Agreement

It is agreed and understood that all Riverside fire apparatus may be used by Riverside in fire protection areas outside of the area covered by this Contract in accordance with mutual aid agreements between Riverside and other cities and townships.

10. Service to Other Areas

It is agreed and understood that Riverside may serve other townships, cities or parts of a township or city not parties to this Agreement.

11. Insurance Coverage

Riverside shall provide and maintain vehicle insurance on Riverside's apparatus and liability insurance for the Riverside Volunteer Fire Department. Riverside shall provide worker's compensation insurance for the all fire fighters and emergency services personnel servicing this agreement. Insurance will be obtained from companies licensed and authorized to do business in the State of Iowa.

12. Liability and Indemnification

The public entities that are parties to this Agreement shall, at all times during the term of this Agreement, indemnify, defend and hold one another harmless against all claims and expenses, including legal expenses and reasonable attorney fees, arising out of the death or injury to any person or persons or out of any property damage and against any other claim, proceeding, demand, expense and liability of any kind whatsoever resulting from any action or inaction related to either entity which is deemed by a court of law or arbitrator not to be an action or inaction of the other entity. Notwithstanding the above, each entity at all times reserves the right to retain counsel of its own to defend its respective interest.

13. Term of the Agreement

The parties acknowledge that this Agreement is the complete agreement of the parties. Each party acknowledges that it has had ample opportunity to seek independent advice with regard to the terms of this Agreement. If any changes to this Agreement are to be made, such changes must be done in writing and be signed by all entities.

14. Jurisdiction, Venue and Attorney Fees

In the event there are any disputes that arise between the entities with regard to this Agreement, all entities hereby consent and agree to the jurisdiction of the State of Iowa and the venue of Washington County, Iowa. All disputes shall be decided according to the laws of the State of Iowa, and the prevailing entity shall be entitled to reasonable attorney fees.

15. Execution of Documents

The parties agree to timely execute any documents necessary to carry out the terms of this Agreement. The parties further agree that this document may be executed outside the presence of the other party and in separate counterparts.

This Agreement shall be filed with the Secretary of the State of Iowa and the Washington County Recorder in accordance with Chapter 28E of the Code of Iowa.

16. Duration

This Agreement shall be in effect for the three (3) years beginning July 1, 2016, and ending June 30, 2019. Either party may terminate this Agreement at the end of its initial term by providing written notice to the other party by January 1 prior to the end of the year in which this Agreement is to be terminated. If such notice is not given, the Agreement shall continue on a year-to-year basis until such proper notice of termination is given. In the event that any party to this Agreement shall desire to withdraw or terminate this Agreement, a written notice of withdrawal or termination shall be sent certified mail by the 1st day of January prior to the expiration date of this Agreement as stated above. Said withdrawal or termination shall not become effective until June 30th, and all current and outstanding payments for services must be made.

DATED _____, 2016

CITY OF RIVERSIDE, IOWA

By _____
Allen Schneider, Mayor

Attest _____
Lory Young, City Clerk

DATED _____, 2016

JACKSON TOWNSHIP

By _____, Trustee

By _____, Trustee

By _____, Trustee

By _____, Fire Chief

By _____, Fire Secretary

STATE OF IOWA)
) ss:
COUNTY OF WASHINGTON)

On this ____ day of _____, 2016, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Allen Schneider and Lory Young, to me personally known, who, being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Riverside, Iowa, a municipal corporation; that the seal affixed to the foregoing instrument is the corporate seal of the municipal corporation, and that the instrument was signed and sealed on behalf of the municipal corporation by the authority of its City Council, as contained in Resolution No. _____ of the City Council on the ____ day of _____, 2016; and that Allen Schneider and Lory Young acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation, by it and by them voluntarily executed.

Notary Public in and for the State of Iowa

STATE OF IOWA)
) ss:
COUNTY OF WASHINGTON)

On this ____ day of _____, 2016, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared _____ and _____, to me personally known, who, being by me duly sworn, did say that they are the Trustees of Jackson Township, a municipal entity organized and authorized under the laws of the State of Iowa, and that _____ and _____ acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of Jackson Township, by it and by them voluntarily executed.

Notary Public in and for the State of Iowa

Prepared by: William J. Sueppel, 122 South Linn Street, Iowa City, IA 52240, (319) 338-9222
Return to: William J. Sueppel, 122 South Linn Street, Iowa City, IA 52240

FIRE SERVICE AGREEMENT - RIVERSIDE & LIBERTY TOWNSHIP

THIS AGREEMENT is between the City of Riverside, Iowa, hereinafter referred to as "Riverside" or "City", and Liberty Township hereinafter referred to as "Township".

THE PARTIES AGREE AS FOLLOWS:

1. This Contract shall be between Riverside and Liberty Township.
2. Areas Served
The areas to be included within this Agreement shall be the boundaries of the Township as shown in attached Exhibit A.
3. Services Provided
It is agreed that Riverside will provide fire protection and emergency services for all of the property located within the Township. This does not include emergency transport medical services.
4. Vehicles and Equipment
Riverside will retain a list of insurable equipment and vehicles owned by the City of Riverside and other fire apparatus that will be available for use under the terms of this Agreement. All equipment and apparatus will be used at the Fire Chief's or his designee's discretion.
5. Taxes and Levies
It is agreed that the Township will levy enough taxes within the tax limitations prescribed by the Iowa Code to pay the Township's agreed upon share of the fire and emergency services.

6. Advisory Board

Two (2) members of the townships served by Riverside will serve with two (2) members of the Riverside City Council, the Riverside Fire Chief, and one (1) member of the Riverside Volunteer Fire Department as a five (5) member advisory board with regard to provision of fire and emergency services provided to the City and townships.

The Riverside Fire Chief shall annually call a meeting and prepare an agenda for the meeting to be held in the month of January. The Fire Chief shall provide a report of fire calls for all members at this meeting. The purpose of the advisory board is intended to exchange and share information about issues related to this Agreement. The Riverside City Council, Township Trustee and any advisory committees are to be encouraged to attend this annual meeting.

7. Contract Financing

It is agreed that the Township within the fire protection area described in this Agreement shall pay Riverside a flat fee of \$800.00 for fire services described in this Agreement. This amount levied will be paid to the City of Riverside in consideration for Riverside providing fire protection and emergency services to the Townships listed herein.

Any remaining funds will be used by the City for fire protection and emergency services, at their discretion. It is agreed that Liberty Township shall transmit one-half (1/2) of the fees above described on or before June 30 and the remaining half (1/2) on or before December 30 each year to Riverside to pay the costs agreed under this Agreement. Payment shall be sent to the City Clerk of the City of Riverside and designated as rural fire service payment.

8. Billing and Expenses

If, in the reasonable estimation of the Riverside Fire Chief, a piece of fire equipment or fire apparatus is in need of repair or replacement, the Chief will consult with the City to seek approval and, after receiving such approval, the repair or replacement will be made. In the event that the Chief determines that repair or replacement is necessary prior to consultation with the City, due to an emergency situation or the routine nature of the repair or replacement, the Chief may take the necessary action and report to the City within three (3) days.

The Fire Department will provide the parties with monthly reports regarding the Fire Department activities, training, calls and expenditures made.

9. Mutual Aid Agreement

It is agreed and understood that all Riverside fire apparatus may be used by Riverside in fire protection areas outside of the area covered by this Contract in accordance with mutual aid agreements between Riverside and other cities and townships.

10. Service to Other Areas

It is agreed and understood that Riverside may serve other townships, cities or parts of a township or city not parties to this Agreement.

11. Insurance Coverage

Riverside shall provide and maintain vehicle insurance on Riverside's apparatus and liability insurance for the Riverside Volunteer Fire Department. Riverside shall provide worker's compensation insurance for the all fire fighters and emergency services personnel servicing this agreement. Insurance will be obtained from companies licensed and authorized to do business in the State of Iowa.

12. Liability and Indemnification

The public entities that are parties to this Agreement shall, at all times during the term of this Agreement, indemnify, defend and hold one another harmless against all claims and expenses, including legal expenses and reasonable attorney fees, arising out of the death or injury to any person or persons or out of any property damage and against any other claim, proceeding, demand, expense and liability of any kind whatsoever resulting from any action or inaction related to either entity which is deemed by a court of law or arbitrator not to be an action or inaction of the other entity. Notwithstanding the above, each entity at all times reserves the right to retain counsel of its own to defend its respective interest.

13. Term of the Agreement

The parties acknowledge that this Agreement is the complete agreement of the parties. Each party acknowledges that it has had ample opportunity to seek independent advice with regard to the terms of this Agreement. If any changes to this Agreement are to be made, such changes must be done in writing and be signed by all entities.

14. Jurisdiction, Venue and Attorney Fees

In the event there are any disputes that arise between the entities with regard to this Agreement, all entities hereby consent and agree to the jurisdiction of the State of Iowa and the venue of Washington County, Iowa. All disputes shall be decided according to the laws of the State of Iowa, and the prevailing entity shall be entitled to reasonable attorney fees.

15. Execution of Documents

The parties agree to timely execute any documents necessary to carry out the terms of this Agreement. The parties further agree that this document may be executed outside the presence of the other party and in separate counterparts.

This Agreement shall be filed with the Secretary of the State of Iowa and the Washington County Recorder in accordance with Chapter 28E of the Code of Iowa.

16. Duration

This Agreement shall be in effect for the three (3) years beginning July 1, 2016, and ending June 30, 2019. Either party may terminate this Agreement at the end of its initial term by providing written notice to the other party by January 1 prior to the end of the year in which this Agreement is to be terminated. If such notice is not given, the Agreement shall continue on a year-to-year basis until such proper notice of termination is given. In the event that any party to this Agreement shall desire to withdraw or terminate this Agreement, a written notice of withdrawal or termination shall be sent certified mail by the 1st day of January prior to the expiration date of this Agreement as stated above. Said withdrawal or termination shall not become effective until June 30th, and all current and outstanding payments for services must be made.

DATED _____, 2016

CITY OF RIVERSIDE, IOWA

By _____
Allen Schneider, Mayor

Attest _____
Lory Young, City Clerk

DATED _____, 2016

LIBERTY TOWNSHIP

By _____
_____, Trustee

By _____
_____, Trustee

By _____
_____, Trustee

By _____
_____, Fire Chief

By _____
_____, Fire Secretary

STATE OF IOWA)
) ss:
COUNTY OF WASHINGTON)

On this ____ day of _____, 2016, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Allen Schneider and Lory Young, to me personally known, who, being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Riverside, Iowa, a municipal corporation; that the seal affixed to the foregoing instrument is the corporate seal of the municipal corporation, and that the instrument was signed and sealed on behalf of the municipal corporation by the authority of its City Council, as contained in Resolution No. _____ of the City Council on the ____ day of _____, 2016; and that Allen Schneider and Lory Young acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation, by it and by them voluntarily executed.

Notary Public in and for the State of Iowa

STATE OF IOWA)
) ss:
 COUNTY OF WASHINGTON)

On this ____ day of _____, 2016, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared _____ and _____, to me personally known, who, being by me duly sworn, did say that they are the Trustees of Liberty Township, a municipal entity organized and authorized under the laws of the State of Iowa, and that _____ and _____ acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of Liberty Township, by it and by them voluntarily executed.

Notary Public in and for the State of Iowa

Prepared by: William J. Sueppel, 122 South Linn Street, Iowa City, IA 52240, (319) 338-9222
Return to: William J. Sueppel, 122 South Linn Street, Iowa City, IA 52240

FIRE SERVICE AGREEMENT - RIVERSIDE & SHARON TOWNSHIP

THIS AGREEMENT is between the City of Riverside, Iowa, hereinafter referred to as "Riverside" or "City", and Sharon Township hereinafter referred to as "Township".

THE PARTIES AGREE AS FOLLOWS:

1. This Contract shall be between Riverside and Sharon Township.
2. Areas Served
The areas to be included within this Agreement shall be the boundaries of the Township as shown in attached Exhibit A.
3. Services Provided
It is agreed that Riverside will provide fire protection and emergency services for all of the property located within the Township. This does not include emergency transport medical services.
4. Vehicles and Equipment
Riverside will retain a list of insurable equipment and vehicles owned by the City of Riverside and other fire apparatus that will be available for use under the terms of this Agreement. All equipment and apparatus will be used at the Fire Chief's or his designee's discretion.
5. Taxes and Levies
It is agreed that the Township will levy enough taxes within the tax limitations prescribed by the Iowa Code to pay the Township's agreed upon share of the fire and emergency services.

6. Advisory Board

Two (2) members of the townships served by Riverside will serve with two (2) members of the Riverside City Council, the Riverside Fire Chief, and one (1) member of the Riverside Volunteer Fire Department as a five (5) member advisory board with regard to provision of fire and emergency services provided to the City and townships.

The Riverside Fire Chief shall annually call a meeting and prepare an agenda for the meeting to be held in the month of January. The Fire Chief shall provide a report of fire calls for all members at this meeting. The purpose of the advisory board is intended to exchange and share information about issues related to this Agreement. The Riverside City Council, Township Trustee and any advisory committees are to be encouraged to attend this annual meeting.

7. Contract Financing

It is agreed that the Township within the fire protection area described in this Agreement shall pay Riverside a flat fee of \$750.00 for fire services described in this Agreement. This amount levied will be paid to the City of Riverside in consideration for Riverside providing fire protection and emergency services to the Townships listed herein.

Any remaining funds will be used by the City for fire protection and emergency services, at their discretion. It is agreed that Sharon Township shall transmit one-half (1/2) of the fees above described on or before June 30 and the remaining half (1/2) on or before December 30 each year to Riverside to pay the costs agreed under this Agreement. Payment shall be sent to the City Clerk of the City of Riverside and designated as rural fire service payment.

8. Billing and Expenses

If, in the reasonable estimation of the Riverside Fire Chief, a piece of fire equipment or fire apparatus is in need of repair or replacement, the Chief will consult with the City to seek approval and, after receiving such approval, the repair or replacement will be made. In the event that the Chief determines that repair or replacement is necessary prior to consultation with the City, due to an emergency situation or the routine nature of the repair or replacement, the Chief may take the necessary action and report to the City within three (3) days.

The Fire Department will provide the parties with monthly reports regarding the Fire Department activities, training, calls and expenditures made.

9. Mutual Aid Agreement

It is agreed and understood that all Riverside fire apparatus may be used by Riverside in fire protection areas outside of the area covered by this Contract in accordance with mutual aid agreements between Riverside and other cities and townships.

10. Service to Other Areas

It is agreed and understood that Riverside may serve other townships, cities or parts of a township or city not parties to this Agreement.

11. Insurance Coverage

Riverside shall provide and maintain vehicle insurance on Riverside's apparatus and liability insurance for the Riverside Volunteer Fire Department. Riverside shall provide worker's compensation insurance for the all fire fighters and emergency services personnel servicing this agreement. Insurance will be obtained from companies licensed and authorized to do business in the State of Iowa.

12. Liability and Indemnification

The public entities that are parties to this Agreement shall, at all times during the term of this Agreement, indemnify, defend and hold one another harmless against all claims and expenses, including legal expenses and reasonable attorney fees, arising out of the death or injury to any person or persons or out of any property damage and against any other claim, proceeding, demand, expense and liability of any kind whatsoever resulting from any action or inaction related to either entity which is deemed by a court of law or arbitrator not to be an action or inaction of the other entity. Notwithstanding the above, each entity at all times reserves the right to retain counsel of its own to defend its respective interest.

13. Term of the Agreement

The parties acknowledge that this Agreement is the complete agreement of the parties. Each party acknowledges that it has had ample opportunity to seek independent advice with regard to the terms of this Agreement. If any changes to this Agreement are to be made, such changes must be done in writing and be signed by all entities.

14. Jurisdiction, Venue and Attorney Fees

In the event there are any disputes that arise between the entities with regard to this Agreement, all entities hereby consent and agree to the jurisdiction of the State of Iowa and the venue of Washington County, Iowa. All disputes shall be decided according to the laws of the State of Iowa, and the prevailing entity shall be entitled to reasonable attorney fees.

15. Execution of Documents

The parties agree to timely execute any documents necessary to carry out the terms of this Agreement. The parties further agree that this document may be executed outside the presence of the other party and in separate counterparts.

This Agreement shall be filed with the Secretary of the State of Iowa and the Washington County Recorder in accordance with Chapter 28E of the Code of Iowa.

16. Duration

This Agreement shall be in effect for the three (3) years beginning July 1, 2016, and ending June 30, 2019. Either party may terminate this Agreement at the end of its initial term by providing written notice to the other party by January 1 prior to the end of the year in which this Agreement is to be terminated. If such notice is not given, the Agreement shall continue on a year-to-year basis until such proper notice of termination is given. In the event that any party to this Agreement shall desire to withdraw or terminate this Agreement, a written notice of withdrawal or termination shall be sent certified mail by the 1st day of January prior to the expiration date of this Agreement as stated above. Said withdrawal or termination shall not become effective until June 30th, and all current and outstanding payments for services must be made.

DATED _____, 2016

CITY OF RIVERSIDE, IOWA

By _____
Allen Schneider, Mayor

Attest _____
Lory Young, City Clerk

DATED _____, 2016

SHARON TOWNSHIP

By _____
_____, Trustee

By _____
_____, Trustee

By _____
_____, Trustee

By _____
_____, Fire Chief

By _____
_____, Fire Secretary

STATE OF IOWA)
) ss:
COUNTY OF WASHINGTON)

On this ____ day of _____, 2016, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Allen Schneider and Lory Young, to me personally known, who, being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Riverside, Iowa, a municipal corporation; that the seal affixed to the foregoing instrument is the corporate seal of the municipal corporation, and that the instrument was signed and sealed on behalf of the municipal corporation by the authority of its City Council, as contained in Resolution No. _____ of the City Council on the ____ day of _____, 2016; and that Allen Schneider and Lory Young acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation, by it and by them voluntarily executed.

Notary Public in and for the State of Iowa

STATE OF IOWA)
) ss:
COUNTY OF WASHINGTON)

On this ____ day of _____, 2016, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared _____ and _____, to me personally known, who, being by me duly sworn, did say that they are the Trustees of Sharon Township, a municipal entity organized and authorized under the laws of the State of Iowa, and that _____ and _____ acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of Sharon Township, by it and by them voluntarily executed.

Notary Public in and for the State of Iowa

RESOLUTION #02022016-03

**RESOLUTION APPROVING WORKING WITH MICHAEL HART OF
NORTHLAND SECURITIES FOR FINANCIAL PLANNING FOR A SEVEN
YEAR FINANCIAL CAPITAL IMPROVEMENTS & PROJECT PLAN**

Whereas, the City of Riverside City will enter into an agreement to work with Michael Hart of Northland Securities to create a 7 year financial plan for budgeting and financing Capital Improvements and Projects as determined by Riverside City Council.

Therefore, be it resolved the City of Riverside City Council does hereby agree to enter into an agreement with Northland Securities for Financial Planning not to exceed \$4,000.

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

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

Ayes:

Nays:

Absents:

Passed by the City Council of Riverside, Iowa and approved this 2nd day of February, 2016.

Signed: _____

Allen Schneider, Mayor

Attest: _____

Lory Young, City Clerk

FINANCIAL PLANNING AGREEMENT

**BY AND BETWEEN
THE CITY OF RIVERSIDE, IOWA
AND
NORTHLAND SECURITIES, INC.**

CAPITAL IMPROVEMENTS PLANNING PROJECT

This Agreement made and entered into by and between the City of Riverside, Iowa (hereinafter "CITY") and Northland Securities, Inc., of West Des Moines, Iowa (hereinafter "NSI").

WITNESSETH

WHEREAS, the CITY desires to use the services of NSI for financial planning assistance related to planning for the funding of future capital improvement projects.

WHEREAS, the advice rendered by NSI is intended solely for financial planning purposes. NSI is not providing advice or any recommendation on the timing, terms, structure or similar matters related to a specific bond issue. The financial planning services provided by NSI do not create a relationship, direct or implied, related to the issuance of municipal securities that may result from this planning.

WHEREAS, NSI desires to furnish services to the CITY as hereinafter described.

NOW, THEREFORE, it is agreed by and between the parties as follows:

SERVICES TO BE PROVIDED BY NSI

The proposed scope of work is designed to help city officials to explore options to finance planned capital improvement projects, to understand the implications of these options, and to reach agreement on a capital improvements funding plan. NSI will provide a comprehensive memorandum that includes the conclusions and recommendations from the plan along with the supporting financial models used in the analysis.

BASIC SERVICES

The proposal is based on a core service package with optional services that can be added at the discretion of the CITY. NSI expects to attend City Council meetings and other meetings with City officials as necessary to carry out the services described below.

TASK 1 – CAPITAL IMPROVEMENT PLANNING

Objectives of the capital improvement planning will include the following:

- Identify funding needs based upon the City's planned projects.
- Work with City Council to prioritize proposed capital improvement projects
- Perform analysis of future expected revenues including casino revenues and other general revenues of the City.
- Evaluate options for overall capital improvement funding plan by developing scenarios, varying the approach, timing and other key project variables.
- Create a long term funding plan for current and future capital improvement projects.

TASK 2 – UTILITY RATE STUDY

A utility rate study will include the following:

- Analysis of current rate structure including cash flow analysis.
- Analysis of coverage ratios as it relates to outstanding debt and proposed future borrowing.
- Presentation to the council of cash flow analysis and recommendation of rate structure changes as needed to cover operation and maintenance costs, capital improvement cost, and debt service payments.

TASK 3 – SUMMARY OF CONCLUSIONS AND RECOMMENDATIONS

- NSI will prepare a comprehensive report including a summary of the financial models described in task 1 and task 2 along with the conclusions and recommendations from the study.
- NSI will review the capital improvement plan with city council periodically as new projects are added to the plan or project priorities change.

ADDITIONAL SERVICES

The City may authorize NSI to provide additional planning services as the projects require. The tasks described in the agreement present the tasks that NSI expects to perform. NSI will provide a written scope of work and budget for all additional services.

COMPENSATION

NSI will provide the Basic Services described in this proposal for a cost not exceeding \$4,000. The compensation will be due to NSI upon submission of the comprehensive report to the City.

ASSIGNED NORTHLAND EMPLOYEE

The NSI employee responsible for providing services pursuant to this agreement and for the services performed is Michael Hart.

SUCCESSORS OR ASSIGNS

The terms and provisions of this Agreement are binding upon and inure to the benefit of the CITY and NSI and their successors or assigns.

DISCLAIMER

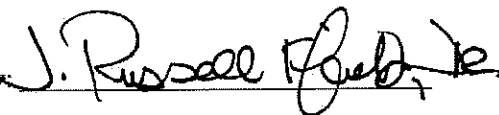
In performing service under this agreement, NSI is relying on the accuracy of information provided by the CITY and the services provided by NSI are based on current State Law. The parties agree that the Iowa property tax system and other laws may change and may affect the accuracy and validity of services provided by NSI. NSI will perform its work using the best available information. The CITY recognizes and accepts that future growth, property values, tax increment revenues, casino revenues, tax levies and tax rates may vary from the assumptions used by NSI and such changes may affect the work product produced and provided by NSI.

TERM OF THIS AGREEMENT

This Agreement may be terminated by thirty (30) days written notice by either the CITY or NSI.

Dated this ___ day of February, 2016.

Northland Securities, Inc.

By: 

Senior Vice President

City of Riverside, Iowa

By: _____

Title

RESOLUTION #02022016-04

RESOLUTION APPROVING CITY CLERK TO TAKE \$260,000.00 FROM OUR RESERVES AND PURCHASE A 36 MONTH CERTIFICATE OF DEPOSIT FOR THE FUTURE RIVERSIDE COMMUNITY BUILDING

Whereas, the City of Riverside City Council authorizes Lory Young, City Clerk, to take \$260,000.00 from Reserves and purchase a 36 month Certificate of Deposit for the Future Community Building Savings.

Therefore, be it resolved the City of Riverside City Council does hereby approve the purchase of the fore mentioned Certificate of Deposit.

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

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

Ayes:

Nays:

Absents:

Passed by the City Council of Riverside, Iowa and approved this 2nd day of February, 2016.

Signed: _____

Allen Schneider, Mayor

Attest: _____

Lory Young, City Clerk

Lory Young

From: Lory Young <lory@cityofriversideiowa.com>
Sent: Friday, January 29, 2016 11:43 AM
To: 'rkerr@hiawathabank.com'
Subject: Information
Attachments: 20160129113529582.pdf

Ron,

It was a pleasure to meet you yesterday. I appreciate you taking the time to assist me in my requests for information.

I got on the University of Iowa Credit Union's web site today and these are the current rates available. As you see, they are offering 2.45% if the CD is \$250,000. I plan to put at least, that much and maybe up to \$300,000 in a CD. I attached the pages, feel free to research them for yourself.

The other thing I say was they are offering 1.25% on Money Market Accounts with an average daily balance greater than \$250,000. The City's averaged daily balance in our Money Market Account is

I would like to request an interest rate of 1.25% on this Money Market Account please. I work hard at trying to be a good steward of the Citizen's money so any help People's Trust and Savings can give the City will be greatly appreciated.

Thanks for your assistance,

Lory Young, IaCMC, IaCMFO
City Clerk/Finance Officer
City of Riverside
PO Box 188
City of Riverside, IA 52327
319-648-3501
lory@cityofriversideiowa.com

MENU



Deposit Rates

Checking and Savings

CDs, IRAs, and Money Markets

APY ACCURATE AS OF - January 1, 2016.

CDs and IRAs*

Bonus yields available for amounts greater than \$100,000.

Accounts	Minimum to Open	Annual Percentage Yield*
23 Month BUMP UP Special**	\$1,000	1.75% (1.85% APY for amounts greater than \$100,000. 1.95% APY for amounts greater than \$250,000.)
37 Month BUMP UP Special**	\$1,000	2.25% (2.35% APY for amounts greater than \$100,000. 2.45% APY for amounts greater than \$250,000.)
3 to 6 Month	\$500	0.30%
7 to 12 Month	\$500	0.50%
13 to 24 Month	\$500	0.60%

Premier Money Market*** \$50,000 - \$99,999 average daily balance		
Premier Money Market*** \$100,000 - \$249,999 average daily balance	\$10,000	0.65%
Premier Money Market*** \$250,000 or greater average daily balance	\$10,000	0.90%
Mega Money Market*** (Closed to new investors) \$25,000 to \$49,999 average daily balance	\$25,000	0.75%
Mega Money Market*** (Closed to new investors) \$50,000 to \$99,999 average daily balance	\$25,000	0.90%
Mega Money Market*** (Closed to new investors) \$100,000 to \$249,999 average daily balance	\$25,000	1.05%
Mega Money Market*** (Closed to new investors) \$250,000 or greater average daily balance	\$25,000	1.25%
Big Savings*** (Closed to new investors) \$25,000 to \$99,999 average daily balance	\$25,000	0.15%
Big Savings*** (Closed to new investors) \$100,000 to \$249,999 average daily balance	\$25,000	0.25%
Big Savings*** (Closed to new investors) \$250,000 or greater average daily balance	\$25,000	0.45%

Business Money Market*

RESOLUTION #02022016-05

**RESOLUTION APPROVING THE YMCA OF WASHINGTON COUNTY'S
HOTEL MOTEL TAX GRANT APPLICATION**

Whereas, the City of Riverside City Council agrees to donate \$10,000.00 to the YMCA of Washington County to administer Camp Highland – 8 week summer program for the summer of 2016.

Therefore, be it resolved the City of Riverside City Council does hereby approve to donate these funds to the YMCA of Washington County.

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

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

Ayes:

Nays:

Absents:

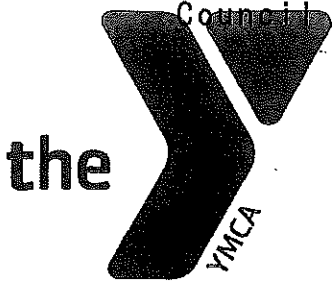
Passed by the City Council of Riverside, Iowa and approved this 2nd day of February, 2016.

Signed: _____

Allen Schneider, Mayor

Attest: _____

Lory Young, City Clerk



**FOR YOUTH DEVELOPMENT®
FOR HEALTHY LIVING
FOR SOCIAL RESPONSIBILITY**

DATE: January 20, 2016
TO: City of Riverside
FROM: YMCA of Washington County
Becky Harkema, CEO
RE: Tax Fund Grant Application

Please accept the attached application for the 2016-2017 Tax Fund Grant Program. If you have any questions please contact me at 319-653-2141.

Becky Harkema

YMCA of WASHINGTON COUNTY IOWA

121 E Main Street Washington, Iowa 52353

Phone: 319-653-2141 Fax: 319-653-2142 www.washingtony.org

Name of Organization: YMCA of Washington County

Contact Person: Becky Harkema **Title:** CEO **Email:** bharkema@washingtoney.org

Tax ID/Federal ID#: 42-0698186

Organization Address: 121 East Main Street, Washington, Iowa 52353

Telephone: 319-653-2141

Fax #: 319-653-2142

Type of Grant: Category 2: Community Recreation and Events

Requested Amount: \$10,000

Part 1: Quantitative Section: The YMCA of Washington County is open seven days per week. Hours of operation are Monday – Friday (5am – 9pm) Saturday (7am – 3pm) Sunday (1-4:30pm). The YMCA has locations in Wellman, Kalona and two locations in Washington. We are currently offering programs in Riverside; particularly Camp Highland that is offered at the Riverside Elementary School. The YMCA of Washington County has 3200 members and serves 4400 non-members throughout Washington County. Ninety-five percent of these members live in Washington County. In 2015, there were a total of 89,000 visits at all locations.

Part 2: Qualitative Section: The YMCA of Washington County supervised Camp Highland the summer of 2015. The camp had a total roster of 30 children. They were from the towns of Riverside, Ainsworth, Crawfordsville, Lone Tree and Iowa City. This program collaborated with the Kalona Library, Washington Steele Aquatic Center, Kalona Pool, Washington State Theatre and participated with the University of Iowa's Mobile Museum. Camp Highland also collaborated with Highland School District as the school let the children be there for free. Joint marketing efforts for the camp were collaborated with the Washington Community YMCA's camp. This helped on expenses and advertised Camp Highland county-wide. All children swam for free in Washington since the YMCA manages that pool facility.

We are extremely happy to oversee Camp Highland because it creates a place where the children can have supervised fun activities close to their homes. It has given the Y an opportunity to provide different types of activities for a diverse group of children. The YMCA is also extremely happy to offer this program in the City of Riverside as it brings our mission to the community.

Part 3: Fiscal Accountability: See Attachments

Quantitative Section: Camp Highland is a wonderful experience for children grades kindergarten – fifth grade. It offers adult supervision with opportunities for trip experiences, physical activities, educational activities, mentoring and the ability to be creative. Swimming is also included. The program is offered during the months of June and July, 6am – 6pm, Monday – Friday.

General attendance last year: 25 youth, Monday – Friday each day

Cost of program: \$150 per week per child

over →

Assurances Continued

All grants acknowledge that the source of the grant it is requesting from the City comes from the hotel and motel tax applicable in the City of Riverside as contemplated by Iowa Code Chapter 423A.7(4)(a). The grantee specifically acknowledges the limited use that can be made of hotel and motel tax revenues and assures the City of Riverside that the grant will be used only for allowable purposes as specifically set forth in Iowa Code Chapter 423A.7(4)(a). The grantee additionally and specifically acknowledges and assures the City of Riverside that it will not use the grant for any purpose, which would be improper pursuant to this law. Furthermore, the grantee warrants that should it use the grant for any purpose not allowed by the Iowa Code Section 423A.7 (4) (a) that it will reimburse, in full, the City of Riverside the entire amount of the grant.

Eric Debel
Officer Signature

11/17/15
Date

Becky Hankema
Officer Signature

11-17-15
Date

**YMCA OF WASHINGTON COUNTY
BOARD OF DIRECTORS – 2016**

President: Edie Nebel
Vice-President: Dennis Hunger
Treasurer: Dave Mitchell
Secretary: Dana Patterson

Rachel Berdo: 2730 Larch Ave, Washington, Iowa 52353 (H) 319-653-9957
© 319-461-1161 Email: rberdo@gmail.com Term date: 2018 (1st term)

Ted Drain: 655 West Buchanan Street, Washington, Iowa 52353 © 319-653-1523 Email: ted.f.drain@gmail.com Term date: 2017 (1st term)

Tim Elliott: Elliott Realty Group 107 South Marion Ave, Washington, Iowa 52353 © 319-461-4413 (W) 319-653-6612
Email: mitelliott@gmail.com Term date: 201 (2nd term)

Matt Greiner: Greiner Buildings Inc. 2088 250th St, Washington, Iowa 52353
© 319-863-3692 (W) 888-466-4139 Email: mgreiner@gbinc.net
Term date: 2016 (2nd term)

Ken Hanson: 1415 Ridgeview Court, Washington, Iowa 52353 © 319-461-0286
Email: klhanson@hotmail.com Term date: 2016 (one year)

Luke Horak: Horak Insurance 115 East Washington Street, Washington, Iowa 52353 © 319-461-0009 (W) 319-653-2116 Email: luke@horakinsurance.com
Term date: 2017 (1st term)

Dennis Hunger: Washington County Hospital 400 East Polk, Washington, Iowa 52353 © 319-591-0358 (W) 319-863-3900 Email: dhunger@wchc.org
Term date: 2014 (2nd^t term)

Dave Mitchell: Engineered Building Design 1610 Country Club Road, Washington, Iowa 52353 © 319-461-1728 (H) 319-653-3579
Email: davidmitchell@ebdtruss.com Term date: 2018 (3rd term)

Edie Nebel: 1215 East Harrison Street, Washington, Iowa 52353
(C) 319-931-3493 Email: edie.nebel52@gmail.com
Term date: 2017 (3rd term)

Rachel Nicola: 1229 South Iowa Avenue, Washington, Iowa 52353 © 319-653-8663 (H) 319-653-6775 Email: rachelknicola@windstream.net
Term date: 2016 (2nd term)

over →

**YMCA of Washington County
Mission Statement**

The purpose of the Young Men's Christian Association of Washington, Iowa is to enhance the lives of men, women, boys and girls in the Washington area regardless of race, creed, age, economic circumstances, physical or mental abilities providing quality programs, activities and facilities which develop and maintain Christian values and ideals.

Washington Community YMCA

08/01/2015 - 08/31/2015

Period 8 August 2015

Fund: All
 Branch: Riverside 03
 Department: Community Services 08
 Major Account: All

Account Number	Account Name	Year to
		Actual
Revenue		
01-03-08-1430	Camp Highland	25,568.64
Total Unrestricted Revenue		25,568.64
Total Temporarily Restricted Revenue		0.00
Total Permanently Restricted Revenue		0.00
Total Revenue		25,568.64
Expenses		
01-03-08-2171	Day Camp wages	9,730.18
01-01-08-2180	Administrative wages	7,525.00
01-03-08-2310	FICA	1,227.98
01-03-08-2540	Supplies Expense	2,369.57
01-03-08-2810	Licenses and permits	75.00
01-03-08-3200	Field Trip Transportation	3,370.36
01-03-08-3300	Trainings	769.72
01-03-08-3400	Employee Expense	218.00
Total Unrestricted Expenses		25,285.81
Total Temporarily Restricted Expenses		0.00
Total Permanently Restricted Expenses		0.00
Total Expenses		25,285.81
Change in Net Assets		282.83

19-29 kids
 Free swim at Washington Steele Family Aquatic Center

Details for these line items?

Lory Young

From: Becky Harkema <bharkema@washingtoney.org>
Sent: Friday, January 29, 2016 1:18 PM
To: 'Lory Young'
Subject: RE: Information

Yes. The Day Camp wages listed was just for the counselors

From: Lory Young [<mailto:lory@cityofriversideiowa.com>]
Sent: Friday, January 29, 2016 1:07 PM
To: 'Becky Harkema' <bharkema@washingtoney.org>
Subject: RE: Information

Administrative expenses: addition wages besides what is listed under Day Camp wages????

From: Becky Harkema [<mailto:bharkema@washingtoney.org>]
Sent: Friday, January 29, 2016 12:11 PM
To: 'Lory Young'
Subject: RE: Information

Hi Lory,

Our rates for Camp Highland were \$125/week for YMCA members and \$150/week for non YMCA members. Below are the details for the highlighted items:

Administrative expense: wage for payroll, billing procedures to campers, Camp Director oversite

Training: We sent the two main camp counselors to a YMCA Day Camp training which was for 4 days.

Employee expense: shirts for staff, background check fees, fingerprinting fees that are required by state licensing

Let me know if you need additional information.

Becky

From: Lory Young [<mailto:lory@cityofriversideiowa.com>]
Sent: Friday, January 29, 2016 11:12 AM
To: bharkema@washingtoney.org
Subject: Information

Becky,

Can you give me some details on the items I have highlighted on the attached page????

Thanks,

Lory Young, IaCMC, IaCMFO
City Clerk/Finance Officer
City of Riverside
PO Box 188

City of Riverside, IA 52327
319-648-3501
lory@cityofriversideiowa.com

No virus found in this message.
Checked by AVG - www.avg.com
Version: 2016.0.7357 / Virus Database: 4522/11511 - Release Date: 01/29/16

No virus found in this message.
Checked by AVG - www.avg.com
Version: 2016.0.7357 / Virus Database: 4522/11508 - Release Date: 01/29/16

No virus found in this message.
Checked by AVG - www.avg.com
Version: 2016.0.7357 / Virus Database: 4522/11511 - Release Date: 01/29/16

YMCA HOTEL MOTEL GRANT INFORMATION SUMMARY						
Part 2: Total roster of 30 children K - 5th grade from Riverside, Ainsworth, Crawfordsville, Lone Tree & Iowa City. (How much are these other communities donating to the program?)						
Part 3: General attendance of 25 children Monday-Friday Weekly fee for attendance is \$150						
	25	children at	\$ 150.00	per wk	\$ 3,750.00	Weekly revenues
	8	week program			\$ 30,000.00	Program revenues (the Y keeps all these funds)
City of Riverside donated \$8,000 last year						
Asking for \$10,000 this year						
	Total revenue for 8 week program				\$ 40,000.00	
	Average per week for program				\$ 5,000.00	
	Average per child attending				\$ 1,600.00	

Boy Scout Spaghetti Supper Jan. 27

Boy Scout Troop 235 of Riverside is having a spaghetti supper from 5 to 7 p.m. Wednesday Jan. 27, at St. Mary's Catholic Church. The meal will be \$7.50 for adults and \$5.50 for children and will include spaghetti, salad, garlic bread, drink and desert. All proceeds will go back to the Riverside troop to assist in paying for their activities.

Euchre tourney at Riverside VFW

A fundraising euchre tournament for the Highland Post Prom Committee will be held at 3 p.m. Saturday, Jan. 23 at the Riverside Post. Cost is \$40 per team with a cash payout for Winning Teams.

There will also be raffle prizes, snacks and baked goods for purchase.

The post prom committee provides safe and fun activities for Highland juniors and seniors following prom.

For more information or to sign up a team contact: Jenny Brand at 325-3160 or Chris Rath at 430-2120.

WCRF electing directors Jan. 21

The annual Washington county Riverboat Foundation (WCRF) meeting is set for 6 p.m. Thursday, Jan. 21, at the Washington County Public Library. The board will receive nominee candidate names for new directors and elect the new board for 2016.

In December, the board named three individuals to begin the process of Department of Criminal Investigation background checks for consideration as new 3-year board members. They are Cathy Rich, Brighton; Jarrold Longbine, Riverside; and Julie Berger, Wellman.

Leaving the board are Fay Vittetoe, Brighton; Kenneth Kempf, Wellman; and Teri Fisher, Riverside.

Riverside looks at erecting

By **Jako Bourools**
Highland Review

The Riverside City Council met Tuesday to discuss various piping issues among other things, including a possible statue of Captain Kirk.

On the issue of the Captain Kirk statue, Steve Miller addressed the council. The proposed statue would be of Kirk

sitting in the chair of the Enterprise.

After consultation with representatives of Max-Cast Sculpture and Foundry Service of Kalona, Miller said the cost of the statue would be roughly \$40,000. Max-Cast stated they may be able to lessen the cost of the project if the chair was made of concrete. Miller thought this would drop the cost of the statue to \$35,000

After consult
Max-Cast Scu
Kalona, Miller s
be roughly \$40,
be able to less
chair v

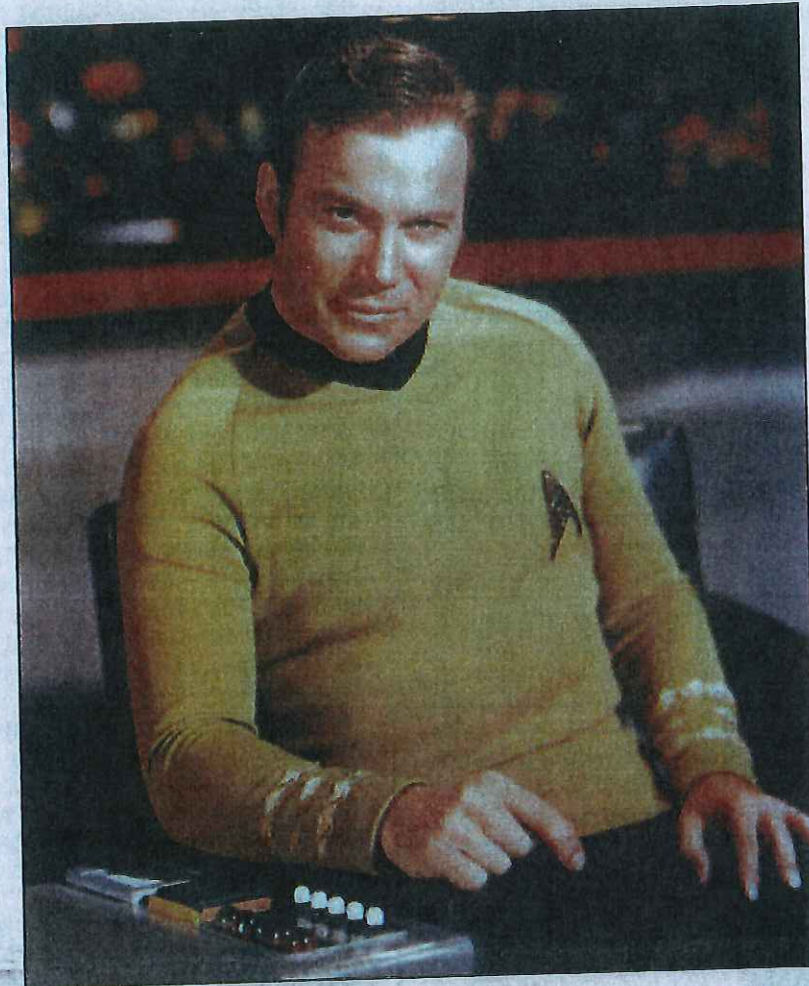
and the total cost t
\$37,000.

The funds will be r
marily through don
Miller said he was ho
the city to contribute s
or get some tourism
grants. The council di
mit any funds at this t

Once Max-Cast com
the project, it would
six months. Miller wo
have the statue done
of the year, because it
anniversary of the p
the original show, bu
time during the thre
of the show would l
tory. Miller said he
to have \$25,000 to \$35
before giving Max-C
ahead.

Jeff Showalter aga
fore the council to
issue of his sewage
was once again froz
ter said that this has
in the last three year
frozen every year, de
hay and a second v
try to avoid it this ye

Some of the idea
fix the issue was to
extension on to it as
Ella Street project i
and adding another
lower how far down
the line in.



William Shatner playing Captain James Kirk in the 1960s Star Trek TV show.

Pet of the Week

Molly is an adult Calico/Domestic short haired kitty who is described as a 'Sidekick'. Like all sidekicks, I'm just plain good company. I like attention, and I also like my solitude. I don't go looking for trouble, but I'm no scaredy-cat, either. If you are looking for a steady companion to travel with you on the

Demo set Fe

Both the Washin
Republicans and De
set the locations for
Feb. 1. Both partic
caucuses at 7 p.m.

The caucus sites f
ington County Dem
Wellman Municip

PROCLAMATION

Designating February 14, 2016

SALUTE TO HOSPITALIZED VETERANS

WHEREAS: The week of February 14th has been designated as Hospitalized Veterans Week.

WHEREAS: The purpose of the National Salute to Veteran Patients Program is to:

- Pay tribute and express appreciation to Veterans
- Increase community awareness of the role of the VA Medical Center
- Encourage citizens to visit hospitalized Veterans and to become involved as volunteers

THEREFORE: THE CITY COUNCIL OF RIVERSIDE, IOWA HAS PROCLAIMED FEBRUARY 14TH, 2016 AS A DAY TO HONOR AND SALUTE OUR HOSPITALIZED VETERANS.

SIGNED: _____

Allen Schneider, Mayor