

CITY OF RIVERSIDE COUNCIL TENTATIVE AGENDA

RIVERSIDE CITY HALL COUNCIL CHAMBERS

60 N GREENE STREET

Monday, April 4th, 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 MEETING TO ORDER: Mayor Schneider

Pledge of Allegiance

ROLL CALL:

APPROVAL OF AGENDA:

1. Approve Consent Agenda

1. a) Expenditures 04/04/16

1. b) Minutes from 03/21/16

2. Committee Reports:

3. Citizens Comments

4. RACC – “Journey Iowa” Ken McCracken

5. First Reading of Ordinance #2016-01 “Rezoning of Tener Triangle – Lots #2 & 3, Outlot A

- Motion to wave 2nd and 3rd Readings pg 6

6. MMS Updates (Some items may need a motion)

- Ella Street Project
- Boise Street Seeding
- Pioneer Drainage Project
- Casey’s Sewer Project
- Cherry Lane Subdivision
- TAP Funds Application
- Highway 22 Project

7. Changes in Sidewalk Ordinance for Ella Street Sidewalk pg 14

8. Resolution #04042016-01 "Set the Date for Public Hearing - Amend Sidewalk Ordinance" pg 21
9. Resolution #04042016-02 "Pat Callahan Training" pg 22
10. Resolution #04042016-03 "Iowa State Extension – Summer Camps" pg 46
11. People Services Contract to City Attorney for review pg 49
12. Request for antenna on City Water Tower – Highland Elementary pg 67
13. PROCLAMATION – Junior Achievement Day pg 68
14. Resolution #04042016-04 "Hach – Spectrophotometer" pg 69
15. Resolution #04042016-05 "Midland Scientific – PH Meter for Water Plant" pg 71
16. Resolution #04042016-06 "Midland Scientific – Muffle Furnace & Oven pg 73
17. Resolution #04042016-07 "Street Maintenance – LL Pelling" pg 75
18. Resolution #04042016-08 "WCRF Grant – Three Season Shelter" pg 79
19. Ferguson Waterworks Meter Read System – Motion to Proceed pg 80
20. Motion to proceed with Ella Street Financing
21. Clerk Comments
22. City Council Comments & Requests for Information with a majority vote
23. Adjourn Council Meeting

Approved: _____ Date: _____

Allen Schneider, Mayor

EXPENDITURES 04-04-16				
COUNCIL MEETING				
UNPAID BILLS				
ALLIANT ENERGY	SEWER	610-5-815-6371	\$	762.25
ALLIANT ENERGY	WATER	600-5-810-6371	\$	130.74
ALLIANT ENERGY	FIRE STATION	001-5-150-6330	\$	363.99
ALLIANT ENERGY	STREET LIGHTS	001-5-230-6371	\$	1,218.14
ALLIANT ENERGY	PARKS	001-5-430-6371	\$	305.20
ALLIANT ENERGY	CITY HALL	001-5-650-6371	\$	246.52
ALLIANT ENERGY	COMM. BUILD	001-5-460-6371	\$	105.61
ELDER SERVICES	MARCH CONTRIBUTION	001-5-460-6150	\$	500.00
ELDER SERVICES	MARCH - CITIZENS PD	001-5-460-6160	\$	451.50
KALONA GRAPHICS	ENVELOPES	001-5-650-6506	\$	175.13
LORY YOUNG	MAR/APRIL CELL	001-5-650-6373	\$	100.00
MEDIACOM	FIE STATION	001-5-150-6332	\$	170.80
MENARDS	WATER	610-5-815-6507	\$	84.29
MENARDS	SHOP	001-5-210-6372	\$	74.87
MENARDS	PARKS	001-5-430-6325	\$	43.53
METTLER-TOLEDO LLC	WATER PLANT	600-5-815-6507	\$	309.60
OMNI SITE	WASTEWATER	610-5-815-6507	\$	256.00
PITNEY BOWES	POSTAGE	600-5-810-6508	\$	250.00
PITNEY BOWES	POSTAGE	610-5-815-6508	\$	250.00
PJ GREUFE & ASSOC	H/R AUDIT	001-5-650-6499	\$	6,840.00
RON'S AUTO BODY	BATTERY	610-5-815-6507	\$	27.90
SANDRY FIRE SUPPLY	FIRE DEPT.	001-5-150-6356	\$	522.84
THREE CHICKS	PUBLISHING	001-5-650-6402	\$	153.86
UPS	SHIPPING	610-5-815-6508	\$	141.43
US CELLULAR	JAN BILLING-STREETS	001-5-210-6373	\$	66.77
US CELLULAR	JAN BILLING-WATER	600-5-810-6373	\$	66.76
WASHINGTON TITLE	131 W 4TH	145-5-650-6427	\$	210.00
	TOTAL UNPAID BILLS			\$ 13,827.73
	PAID BILLS			
LINCOLN NATIONAL	LIFE, AD&D INS PREMIUMS -APRIL		\$	301.03
WELLMARK INS.	APRIL BILLING		\$	6,039.84
DELTA DENTAL	APRIL BILLING		\$	533.78
MEDIACOM		001-5-650-6373	\$	81.96
IAMC	CLERK CONFERENCE	600-5-810-6240	\$	45.00
WILBUR MAST	YEARLY RENT-WEST SIGN	001-5-520-6799	\$	300.00
WINDSTREAM	FIRE STATION	001-5-150-6322	\$	268.70
	TOTAL PAID EXPENDITURES			\$ 7,570.31
	TOTAL ALL EXPENDITURES			\$ 21,398.04

✓
ok
w/
ATP

PACKET: 02747 EXPENDITURES 4-04-16 BL

VENDOR SET: 01 City of Riverside

SEQUENCE : ALPHABETIC

DUE TO/FROM ACCOUNTS SUPPRESSED

**** T O T A L S ****

INVOICE TOTALS 13,827.73
 DEBIT MEMO TOTALS 0.00
 CREDIT MEMO TOTALS 0.00

BATCH TOTALS 13,827.73

ok w/exal

**** G/L ACCOUNT TOTALS ****

BANK	YEAR	ACCOUNT	NAME	AMOUNT	=====LINE ITEM=====			=====GROUP	
					ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG	ANNUAL BUDGET	AV	
2015-2016		001-2020	ACCOUNTS PAYABLE	11,338.75-*					
		001-5-150-6330	FIRE DEPT - ELECTRIC & G	363.99	8,000	3,338.13		198,745	
		001-5-150-6332	FIRE DPET - PHONE & INTE	170.80	1,500	1,092.67- Y		198,745	
		001-5-150-6356	FIRE DEPT - TOOLS & EQUI	522.84	7,500	2,276.38		198,745	
		001-5-210-6372	SHOP SUPPLIES	74.87	4,000	272.14		112,594	
		001-5-210-6373	STREET PHONE EXPENSE	66.76	1,500	2,046.80- Y		112,594	
		001-5-230-6371	ELECTRIC FOR STREET LIGH	1,218.14	17,000	4,841.19		112,594	
		001-5-430-6325	PARK SUPPLIES	43.53	5,000	1,117.04		108,140	
		001-5-430-6371	PARK ELECTRIC & GAS	305.20	8,000	3,719.53		108,140	
		001-5-460-6150	SR DINING- CITY CONTRIBU	500.00	6,000	1,000.00		151,557	
		001-5-460-6160	SR DINING - CITIZENS CON	451.50	10,000	2,543.65		151,557	
		001-5-460-6371	ELECTRIC & GAS	105.61	1,500	137.23		151,557	
		001-5-650-6371	ELECTRIC & GAS	246.52	5,500	2,334.72		69,950	
		001-5-650-6373	TELEPHONE	100.00	3,000	924.02		69,950	
		001-5-650-6402	PUBLICATIONS	153.86	3,500	365.56		69,950	
		001-5-650-6499	CONTRACT SERVICES	6,840.00	10,000	20,931.41- Y		69,950	
		001-5-650-6506	OFFICE SUPPLIES	175.13	6,000	2,937.92		69,950	
		145-2020	ACCOUNTS PAYABLE	210.00-*					
		145-5-650-6427	PROPERTY ACQUISITION	210.00	100,000	81,501.20			
		600-2020	ACCOUNTS PAYABLE	447.51-*					
		600-5-810-6371	ELECTRIC AND GAS	130.74	32,000	9,263.46		255,054	
		600-5-810-6373	TELEPHONE	66.77	3,500	1,562.82		255,054	
		600-5-810-6508	POSTAGE - WATER	250.00	2,000	10.96- Y		255,054	
		610-2020	ACCOUNTS PAYABLE	1,831.47-*					
		610-5-815-6371	ELECTRIC & GAS	762.25	58,000	15,270.94		236,670	
		610-5-815-6507	OPERATING SUPPLIES	677.79	5,000	1,047.06		236,670	
		610-5-815-6508	POSTAGE - SEWER	391.43	2,000	1,082.58- Y		236,670	
		999-1330	DUE FROM OTHER FUNDS	13,827.73 *					
			** 2015-2016 YEAR TOTALS	13,827.73					

RIVERSIDE CITY COUNCIL MEETING; March 21, 2016

Washington County Multi-Jurisdictional Hazard Mitigation Plan Meeting was held at 5:30 PM in City Hall.

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., Tom Sexton and Rob Weber.

Motion by Sexton, second by Redlinger to approve agenda. Passed 5-0.

Motion by Schneider to approve consent agenda, minutes, and expenditures, pulling Schnoebelen Inc. invoice for separate vote. Second by Weber, passed 5-0. Schneider moved to pay the Schnoebelen Inc. invoice, second by Weber. Passed 4-0, Schnoebelen abstained.

Committee Reports: Larry Simon presented final Quilt Block design for Hall Park barn, and gave updates on sidewalk murals, and Volunteer Program.

7:47 PM Public Hearing on Tener Triangle Re-zoning. There were no written or oral objections. Closed Public Hearing at 7:48 PM. The first reading of the Ordinance will be on the next agenda.

Schnoebelen moved to go forward with the Barn Quilt with an estimate of \$957.00. Second by Weber, passed 5-0.

It was moved by Sexton, second by Redlinger to go into closed session for Real Estate- Iowa Code Chapter 21.5 (j) at 6:55 PM. Passed 5-0. Sexton moved to end Closed Session at 7:15 PM. Second by Redlinger, passed 5-0.

Sexton moved to have City Attorney proceed as directed by Council. Second by Schneider, passed 5-0.

Kevin Engel, water superintendent, presented Council with Water & Sewer Monthly Report. Sexton asked for a list of abbreviations, and a maintenance schedule for plants in the next 5 years.

Resolution # 03212016-01 Hach Spectrophotometer, TABLED.

Schnoebelen moved to pass Resolution # 03212016-02 Iowa Fire Equipment- Fire Extinguishers. Second by Weber, passed 5-0.

Resolution #03212016-03 Midland Scientific – PH meter, TABLED.

Resolution #03212016-04 Midland Scientific – Muffle Furnace & Oven, TABLED.

Scott Pottorff, MMS Consultants addressed Citizen's questions on the Ella Street project. City Council will need to amend the current Sidewalk Ordinance. Pottorff gave updates on Casey's sewer and Showalter's blockage.

Sexton moved to pass Resolution #03212016-05 Awarding the bid for Ella Street Project to Cornerstone Excavating of Washington, Iowa in the amount of \$1,108,055.88. Second by Schneider, passed 5-0.

Sexton moved to pass Resolution #03212016-07 Cherry Lane – Change Order #1 Sidewalk for \$384.00. Second by Schnoebelen, passed 5-0.

Sexton moved to pass Resolution #03212016-08 Cherry Lane – Change Order #2 Water Main for \$21,776.43. Second by Redlinger, passed 5-0.

Schnoebelen moved to pass Resolution #03212016-06 Cherry Lane – Rathje Construction pay estimate #3 for \$49,013.28. Second by Sexton, passed 5-0.

Resolution #03212016-09 Street Maintenance – LL Pelling, TABLED.

Resolution #03212016-10 Audit Services FY 15-16, TABLED.

Schneider moved to pass Resolution #03212016-11 WCRF Grant – Ball Association for new batting cage in the amount of \$7500.00. Second by Schnoebelen, passed 5-0. Ball Assoc. will return to council with final plans before construction starts if grant is received.

Resolution #03212016-12 WCRF Grant – Park Shelter, TABLED.

Schneider moved to pass Resolution #03212016-13 WCRF Grant – Safe Route to School for \$100,000.00. Second by Sexton, passed 5-0.

Sexton moved to pass Resolution #03212016-14 Hire Spencer Arnold for summer help at \$10.00 per hour. Second by Redlinger, passed 5-0.

Council discussed having Pat Callahan come in and do training with Council and all employees in April.

Redlinger moved to have Kalonial Lawn Care do the first stick pick-up in town on April 6th. Second by Weber, passed 5-0. Council will address continuing this service in next work session.

Ferguson Water Meter System was discussed by Council. It will be moved to the next work session.

The Riverside Ball Assoc. addressed Council about problems with the set-up for TrekFest and the end of season ball games. Schneider moved to appoint Larry Simon to contact electric

company to increase power on River Street to accommodate the carnival. Second by Redlinger, passed 5-0.

Redlinger has been working with Highland Art Dept. on sidewalk murals. She will continue with project and report back at next meeting.

Sexton moved to place "US Again" container north of bank in parking area for 90 day trial. Second by Schneider, passed 5-0.

Schneider moved to send City Clerk to IMMC Conference in Omaha. Second by Redlinger, passed 5-0.

Redlinger motioned to transfer \$700,000.00 from Now Checking Account to the Money Fund Plus Account for higher interest rate. Second by Schnoebelen, passed 5-0.

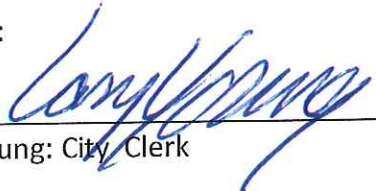
Mayor Schneider read Proclamation designating March 22, 2016 as Captain Kirk's Future Birthday.

Schnoebelen moved, second by Weber to adjourn at 10:01 PM.

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

CITY COUNCIL WORK SESSION – Monday, March, 28, 2016 at 6:00 pm.
NEXT CITY COUNCIL MEETING – Monday, April 4, 2016 at 6:30 pm.

ATTEST:



Lory Young: City Clerk



Allen Schneider; Mayor

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

CONDITIONAL ZONING AGREEMENT

THIS AGREEMENT is entered into by and between the City of Riverside, Iowa, hereinafter referred to as "City," and Larry Tener and Janis Tener, husband and wife, hereinafter referred to as "Applicants."

WHEREAS, the Applicants have applied to rezone property located in the City of Riverside from Commercial to M-1 Industrial District, said property being legally described in Exhibit "A" attached hereto and incorporated herein by this reference; and

WHEREAS, Iowa law provides that the City may impose reasonable conditions on the Applicants' rezoning request, over and above existing regulations, in order to satisfy public needs directly caused by the requested zoning change; and

WHEREAS, the Riverside Municipal Code of Ordinances permits certain conditional uses, provided that the use does not, in the City's opinion, adversely affect public health, safety or general welfare, or adversely affect the adjoining land or uses in the area; and

WHEREAS, the Applicants acknowledge that certain conditions and restrictions are appropriate in order to lessen the impact that this rezoning may have on the City and the adjoining property and acknowledge responsibility for certain conditions and improvements to the property; and

WHEREAS, the Applicants and the City agree that it would be in the public interest and appropriate to restrict the types of uses on the above-described property and at the same time encourage economic development within the City.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS AND AGREEMENTS SET FORTH HEREIN, THE PARTIES AGREE AS FOLLOWS:

1. The City and Applicants agree that the public interest would be served and economic development in the area would be encouraged if the property described herein was conditionally rezoned M-1 Industrial District, with certain restrictions and limitations placed on the use of the property.

2. The Applicants agree that in order to lessen the negative impact of the potential uses of the property on the surrounding area and so as to not adversely affect the public health, safety and general welfare, or adversely affect the adjoining property and uses in the area, certain conditions are necessary and reasonable.

3. The Applicants agree that the property described herein will only be used for the following uses:

- A. Contractor shop;
- B. Truck or bus garage and repair shop;
- C. Building material sales and storage;
- D. Wholesaling and warehousing, but not including the bulk storage of liquid fertilizers or flammable liquids;
- E. Personal storage lockers and warehouses;
- F. Uses allowed as principal uses in the C-3 Commercial District.

4. A site plan must be submitted for each lot proposed to be developed and must be approved by the Riverside City Council. The Applicant/Developer of each lot must also provide sample depictions of the building materials to be used for all buildings constructed.

5. All parking, loading and drives shall be hard surfaced with concrete or asphalt of a thickness commensurate with the permitted uses as described above.

6. Any proposed outdoor storage must be accompanied with a screening plan approved by the Riverside City Council that screens the outdoor storage area on all sides from visibility from the adjoining property or public right-of-way.

7. Any developments proposed within the 100-year floodplain shall comply with all local, state and federal regulations.

8. Before any property is developed or structure constructed, a storm water management plan must be filed with the City and approved by the Riverside City Council in consultation with the Riverside City Engineer.

9. The property and each building constructed must be connected to City water and sewer service. It will be the responsibility of the Applicants/Developer to ensure that water and sewer service lines are run from the City mains to the property described herein. Service line connections will be made at the Applicants/Developer's sole expense.

10. The Applicants further agree that the property will comply with all other applicable building code and zoning code requirements contained in the Riverside Municipal Code of Ordinances pertaining to the property and the proposed/permitted uses.

11. The City and Applicants agree these conditions are in the public interest and are appropriate and reasonable conditions as provided by law in Section 414.5, Iowa Code (2015).

12. The parties acknowledge that this Agreement shall be deemed a perpetual covenant running with the land and that, upon execution, it shall be recorded at the Washington County Recorder's Office at the Applicants' expense. A recorded copy shall be provided to the City and shall, without further recitation, continue to be a covenant on each portion of the subject property until released of record by the City.

13. There shall be no variance from the conditions approved by the City without the express written approval by the Riverside City Council.

14. Breach of any of the terms of this Agreement by the Applicants, its employees, agents, developers or representatives, may be cause for the City to terminate this Agreement following notice and hearing before the Riverside City Council.

15. Nothing in this Agreement shall be construed to relieve the Applicants from complying with all applicable local and state regulations and the Applicants acknowledge the same.

Dated this _____ day of _____, 2016.

Larry Tener

Janis Tener

CITY OF RIVERSIDE, IOWA

Allen Schneider, Mayor

ATTEST: _____
Lory Young, City Clerk

STATE OF IOWA)
) ss:
WASHINGTON COUNTY)

This instrument was acknowledged before me on _____, 2016,
by Larry Tener.

Notary Public in and for the State of Iowa

STATE OF IOWA)
) ss:
WASHINGTON COUNTY)

This instrument was acknowledged before me on _____, 2016,
by Janis Tener.

Notary Public in and for the State of Iowa

STATE OF IOWA)
) ss:
WASHINGTON COUNTY)

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; 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

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

ORDINANCE NO. 2016-01

AN ORDINANCE AMENDING THE ZONING DESIGNATION OF PROPERTY LOCATED SOUTH OF HIGHWAY 22 AND WEST OF HIGHWAY 218 IN RIVERSIDE, IOWA, BY CONDITIONALLY ZONING THE PROPERTY FROM C-3 TO M-1, INDUSTRIAL DISTRICT.

WHEREAS, the applicants, Larry R. Tener and Janis Tener, have requested that the City rezone property located south of Highway 22 and west of Highway 218, located in Section 9, Township 77, Range 06, in Riverside, Iowa, from C-3, Commercial, to M-1, Industrial District; and

WHEREAS, Iowa law provides that the City of Riverside may impose reasonable conditions when granting zoning requests in order to satisfy public needs directly caused by the zoning change; and

WHEREAS, the location of the property, adjacent to commercial uses and located at an entrance to the City of Riverside, indicates the need for uses not in conflict with the existing uses or the attractive entrance to the City; and

WHEREAS, both the City of Riverside and the applicants, Larry and Janis Tener, believe that the requirements and restrictions proposed in the Conditional Zoning Agreement are reasonable and appropriate for this particular property and agree to these reasonable conditions.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF RIVERSIDE, IOWA:

SECTION 1. APPROVAL. Subject to the terms and conditions set forth herein and in the Conditional Zoning Agreement executed by the parties and Section 414.5, Iowa Code, the property described below is hereby reclassified from its Commercial designation to M-1, Industrial District:

Lots 2 and 3 and Outlot "A," of Tener Triangle Subdivision in Riverside, Iowa. Said tract of land contains 12.24 acres, and is subject to easements and restrictions of record;

subject to the conditions set forth below.

SECTION 2. CONDITIONS. The property shall comply with the R-1, Industrial District, all other zoning, property, and building regulations of the City of Riverside, and with the Conditional Zoning Agreement executed by Larry and Janis Tener and the City of Riverside.

SECTION 3. ZONING MAP. The City Clerk, in conjunction with the City Engineer, is hereby authorized and directed to change the zoning map of the City of Riverside to conform to this zoning designation amendment upon final passage, approval and publication of this Ordinance as provided by law.

SECTION 4. CONDITIONAL AGREEMENT. The Mayor is hereby authorized and directed to sign and the City Clerk to attest to this Ordinance along with the conditions set forth herein and to certify the Ordinance for recordation in the Washington County Recorder's Office, along with the Conditional Zoning Agreement executed by the parties.

SECTION 5. REPEALER. All Ordinances and parts of Ordinances in conflict with the provisions of this Ordinance are hereby repealed.

SECTION 6. SEVERABILITY. If any section, provision or part of this Ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the Ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

SECTION 7. EFFECTIVE DATE. This Ordinance shall be in effect after its final passage, approval and publication as required by law.

PASSED AND APPROVED this _____ day of _____, 2016.

CITY OF RIVERSIDE, IOWA

ALLEN SCHNEIDER, MAYOR

ATTEST: _____
LORY YOUNG, CITY CLERK

DRAFT

PROPOSED CHAPTER 136 AMENDMENTS:

136.03 REMOVAL OF SNOW, ICE AND ACCUMULATIONS. It is the responsibility of the abutting property owners to remove snow, ice, and accumulations for sidewalks within forty-eight (48) hours. If the snow, ice, and accumulations are not removed within forty-eight (48) hours, the City of Riverside will remove snow, ice, and accumulations from the sidewalks at the rate of \$50.00 per hour. The property owner will be mailed a bill from the City for the removed payable within thirty (30) days from date billed. Any bills remaining unpaid by April 1st after all snowfall, will be assessed as a lien against the property and collected with the property taxes.

Removal of snow, ice, and accumulations on the eight (8) foot wide sidewalk along Ella and Ash Streets will be handled by the City of Riverside within forty-eight (48) hours of snowfall.

136.04 RESPONSIBILITY FOR MAINTENANCE. It is the responsibility of the abutting property owner to repair, replace or reconstruct, or cause to be repaired, replaced or reconstructed, all broken or defective sidewalks and to maintain in a safe and hazard-free condition any sidewalk outside the lot and property lines and inside the curb lines or traveled portion of the public street.

Any maintenance, repair, replace or reconstruct, or cause to be repaired, replaced or reconstructed, all broken or defective sidewalks which takes place on the eight (8) foot wide sidewalk along Ella and Ash Streets will be share equally between the abutting property owners and the City of Riverside. The abutting property owner will be mailed a bill from the City for fifty (50) percent of any repair, replacement, or reconstruction of the eight (8) foot sidewalk payable within thirty (30) days from date billed. Any bills remaining unpaid after forty-five (45) days will be assessed as a lien against the property and collected with the property taxes.

CHAPTER 136

SIDEWALK REGULATIONS

136.01 Purpose	136.11 Interference with Sidewalk Improvements
136.02 Definitions	136.12 Awnings
136.03 Removal of Snow, Ice and Accumulations	136.13 Encroaching Steps
136.04 Responsibility for Maintenance	136.14 Openings and Enclosures
136.05 City May Order Repairs	136.15 Fires or Fuel on Sidewalks
136.06 Sidewalk Construction Ordered	136.16 Defacing
136.07 Compliance with City Standards	136.17 Debris on Sidewalks
136.08 Sidewalk Standards	136.18 Merchandise Display
136.09 Barricades and Warning Lights	136.19 Sales Stands
136.10 Failure to Repair or Barricade	

136.01 PURPOSE. The purpose of this chapter is to enhance safe passage by citizens on sidewalks, to place the responsibility for the maintenance, repair, replacement or reconstruction of sidewalks upon the abutting property owner and to minimize the liability of the City.

136.02 DEFINITIONS. For use in this chapter the following terms are defined:

1. "Broom finish" means a sidewalk finish that is made by sweeping the sidewalk when it is hardening.
2. "Defective sidewalk" means any public sidewalk exhibiting one or more of the following characteristics:
 - A. Vertical separations equal to three-fourths ($\frac{3}{4}$) inch or more.
 - B. Horizontal separations equal to one (1) inch or more.
 - C. Holes or depressions equal to three-fourths ($\frac{3}{4}$) inch or more and at least four (4) inches in diameter.
 - D. Spalling over fifty percent (50%) of a single square of the sidewalk with one or more depressions equal to one-half ($\frac{1}{2}$) inch or more.
 - E. Spalling over less than fifty percent (50%) of a single square of the sidewalk with one or more depressions equal to three-fourths ($\frac{3}{4}$) inch or more.
 - F. A single square of sidewalk cracked in such a manner that no part thereof has a piece greater than one square foot.
 - G. A sidewalk with any part thereof missing to the full depth.
 - H. A change from the design or construction grade equal to or greater than three-fourths ($\frac{3}{4}$) inch per foot.
3. "Established grade" means that grade established by the City for the particular area in which a sidewalk is to be constructed.
4. "One-course construction" means that the full thickness of the concrete is placed at one time, using the same mixture throughout.

5. "Owner" means the person owning the fee title to property abutting any sidewalk and includes any contract purchaser for purposes of notification required herein. For all other purposes, "owner" includes the lessee, if any.
6. "Portland cement" means any type of cement except bituminous cement.
7. "Sidewalk" means all permanent public walks in business, residential or suburban areas.
8. "Sidewalk improvements" means the construction, reconstruction, repair, replacement or removal, of a public sidewalk and/or the excavating, filling or depositing of material in the public right-of-way in connection therewith.
9. "Wood float finish" means a sidewalk finish that is made by smoothing the surface of the sidewalk with a wooden trowel.

136.03 REMOVAL OF SNOW, ICE AND ACCUMULATIONS. It is the responsibility of the abutting property owners to remove snow, ice and accumulations from sidewalks within forty-eight (48) hours. If this has not been done within twenty-four (24) hours, notice will be posted on the door of the address and 24 hours later the City will have the snow removed at the rate of fifty cents (50¢) per linear foot of sidewalk. The property owner will be mailed a bill from the City to be paid within thirty (30) days of receipt. Any bills left unpaid will become a lien against the property in the following spring after all snowfall.

(Code of Iowa, Sec. 364.12[2b & e])

136.04 RESPONSIBILITY FOR MAINTENANCE. It is the responsibility of the abutting property owners to repair, replace or reconstruct, or cause to be repaired, replaced or reconstructed, all broken or defective sidewalks and to maintain in a safe and hazard-free condition any sidewalk outside the lot and property lines and inside the curb lines or traveled portion of the public street.

(Code of Iowa, Sec. 364.12 [2c])

136.05 CITY MAY ORDER REPAIRS. If the abutting property owner does not maintain sidewalks as required, the Council may serve notice on such owner, by certified mail, requiring the owner to repair, replace or reconstruct sidewalks within a reasonable time and if such action is not completed within the time stated in the notice, the Council may require the work to be done and assess the costs against the abutting property for collection in the same manner as a property tax.

(Code of Iowa, Sec. 364.12[2d & e])

136.06 SIDEWALK CONSTRUCTION ORDERED. The Council may order the construction of permanent sidewalks upon any street or court in the City and may specially assess the cost of such improvement to abutting property owners in accordance with the provisions of Chapter 384 of the Code of Iowa.

(Code of Iowa, Sec. 384.38)

136.07 COMPLIANCE WITH CITY STANDARDS. No person shall remove, reconstruct or install a sidewalk unless such person removes, reconstructs or installs the sidewalk in accordance with the City standards for such work.

136.08 SIDEWALK STANDARDS. Sidewalks repaired, replaced or constructed under the provisions of this chapter shall be constructed in accordance with the City's sidewalk specifications on file in the office of the City Clerk.

136.09 BARRICADES AND WARNING LIGHTS. Whenever any material of any kind is deposited on any street, avenue, highway, passageway or alley when sidewalk improvements are being made or when any sidewalk is in a dangerous condition, it shall be the duty of all persons having an interest therein, either as the contractor or the owner, agent, or lessee of the property in front of or along which such material may be deposited, or such dangerous condition exists, to put in conspicuous places at each end of such sidewalk and at each end of any pile of material deposited in the street, a sufficient number of approved warning lights or flares, and to keep them lighted during the entire night and to erect sufficient barricades both at night and in the daytime to secure the same. The party or parties using the street for any of the purposes specified in this chapter shall be liable for all injuries or damage to persons or property arising from any wrongful act or negligence of the party or parties, or their agents or employees or for any misuse of the privileges conferred by this chapter or of any failure to comply with provisions hereof.

136.10 FAILURE TO REPAIR OR BARRICADE. It is the duty of the owner of the property abutting the sidewalk, or the owner's contractor or agent, to notify the City immediately in the event of failure or inability to make necessary sidewalk improvements or to install or erect necessary barricades as required by this chapter.

136.11 INTERFERENCE WITH SIDEWALK IMPROVEMENTS. No person shall knowingly or willfully drive any vehicle upon any portion of any sidewalk or approach thereto while in the process of being improved or upon any portion of any completed sidewalk or approach thereto, or shall remove or destroy any part or all of any sidewalk or approach thereto, or shall remove, destroy, mar or deface any sidewalk at any time or destroy, mar, remove or deface any notice provided by this chapter.

136.12 AWNINGS. It is unlawful for a person to erect or maintain any awning over any sidewalk unless all parts of the awning are elevated at least eight (8) feet above the surface of the sidewalk and the roof or covering is made of duck, canvas or other suitable material supported by iron frames or brackets securely fastened to the building, without any posts or other device that will obstruct the sidewalk or hinder or interfere with the free passage of pedestrians.

136.13 ENCROACHING STEPS. It is unlawful for a person to erect or maintain any stairs or steps to any building upon any part of any sidewalk without permission by resolution of the Council.

136.14 OPENINGS AND ENCLOSURES. It is unlawful for a person to:

1. Stairs and Railings. Construct or build a stairway or passageway to any cellar or basement by occupying any part of the sidewalk, or to enclose any portion of a sidewalk with a railing without permission by resolution of the Council.
2. Openings. Keep open any cellar door, grating or cover to any vault on any sidewalk except while in actual use with adequate guards to protect the public.

3. Protect Openings. Neglect to properly protect or barricade all openings on or within six (6) feet of any sidewalk.

136.15 FIRES OR FUELS ON SIDEWALKS. It is unlawful for a person to make a fire of any kind on any sidewalk or to place or allow any fuel to remain upon any sidewalk.

136.16 DEFACING. It is unlawful for a person to scatter or place any paste, paint or writing on any sidewalk.

(Code of Iowa, Sec. 716.1)

136.17 DEBRIS ON SIDEWALKS. It is unlawful for a person to throw or deposit on any sidewalk any glass, nails, glass bottle, tacks, wire, cans, trash, garbage, rubbish, litter, offal, or any other debris, or any substance likely to injure any person, animal or vehicle.

(Code of Iowa, Sec. 364.12 [2])

136.18 MERCHANDISE DISPLAY. It is unlawful for a person to place upon or above any sidewalk, any goods or merchandise for sale or for display in such a manner as to interfere with the free and uninterrupted passage of pedestrians on the sidewalk; in no case shall more than three (3) feet of the sidewalk next to the building be occupied for such purposes.

136.19 SALES STANDS. It is unlawful for a person to erect or keep any vending machine or stand for the sale of fruit, vegetables or other substances or commodities on any sidewalk without first obtaining a written permit from the Council.

Lory Young

From: Scott Pottorff <S.pottorff@mmsconsultants.net>
Sent: Wednesday, March 16, 2016 11:42 AM
To: Lory Young; mayor@cityofriversideiowa.com; becky@cityofriversideiowa.com
Cc: 'Glen Meisner'
Subject: Neighbor Concerns - Ella Street Project

Here are some thoughts on concerns brought up by neighbors at the last Council meeting:

1. Property Values, Raise Taxes – It is possible, even likely that properties along the project area will see the value of their properties increase. The County assessor sets the assessed value of the properties in Riverside. The Council sets the tax levy rate. With higher assessed values, the taxes paid will also go up accordingly. The City is not increasing taxes for these properties specifically as these would pay the same rate as everyone else in town. The City is also not setting the assessed value of properties. Typically higher property values equate to more value in a property against which someone could borrow or a higher price someone could get when selling the property.
2. Landscaping, grass, etc. – The project includes installing a minimum of 4” of topsoil in all areas to be seeded and all disturbed areas are to be seeded with a lawn mixture. The completion date was set with the final seeding in mind as that is a good time of year to finish permanent seeding.
3. Insurance, accidents – My understanding is that Lory checked with the City’s insurance carrier and they told her that this wide sidewalk would be no different than any other sidewalk in town when it comes to liability of the homeowner. Property owners should check with their insurance carriers to see if they are at any more risk with the wider sidewalk than before.
4. Future maintenance of wider sidewalk – The City Council has already said they intend to remove snow and ice from this wider sidewalk. Otherwise I think the intention is for maintenance to be just like any other sidewalk in town. The Council should consider a provision which would make the homeowner only responsible for replacing up to 4’ of width of this wider sidewalk so that these property owners are only responsible for the same width as other sidewalks in town.
5. Big differences between wider sidewalk and normal sidewalk – Some of this is addressed above. It is probably in the City’s best interests to modify the sidewalk ordinance in the City Code to include a part that specifically refers to this wider sidewalk and anything that is different for this walk than other walks in town. Specifically this would address snow and ice removal and future replacement responsibilities as outlined above as well as any other things that would make this wider sidewalk different from others in town.
6. Motorized vehicles – I think the ordinance change for this sidewalk should specifically include the prohibition of motorized vehicles from the sidewalk other than those used for snow and ice removal. I don’t think the City wants to allow mopeds, motorcycles, snowmobiles, etc. on this sidewalk and these should be specifically prohibited (likely they are prohibited with the current sidewalk ordinance).
7. Snow and ice removal, salt, spray, etc. – With the ordinance change, it should be addressed whether the City will use salt/sand and/or salt brine on the wide sidewalk. Also should address whether snow will be directed on to private property or into the ditch when removing snow. It should address whether the City will help pay for damage on private property (including damage to grass by blades or salt or damage to fences, etc. that may be installed on private property within a few feet of the sidewalk) during snow removal on the wide sidewalk.
8. Extra litter, dog droppings, etc. – I assume that the City Code includes a provision that pet owners are to clean up after their pets when on walks or otherwise outside of their property. Having said that, I am not sure there is much else the City can do about the possibility of additional pedestrian traffic on the wide sidewalk which could lead to more littering or pet droppings along that route.
9. Sump pump connections – This was discussed, but to reiterate, it is the intention that all sump pump outlets within the ROW to be connected to the storm sewer or subdrain with the project. These costs are included in the project. If there is a sump pump outlet currently on private property that the property owner would like to

connect to the storm sewer or subdrain, they would be responsible for the cost to bring the outlet to the ROW where it would be picked up by the project and connected.

These are some of our thoughts on the issues brought up at the last meeting. It will be up to the Council on whether they want to proceed with an ordinance change as described above. We think it would be in the City's best interests to modify the sidewalk ordinance to specify the differences in maintenance and responsibility for this wide sidewalk when compared to the other sidewalks in town. If the intention is for the City to do snow and ice removal, this would be different than other sidewalks in town and definitely would need to be addressed in the ordinance, at a minimum.

Feel free to contact me with any questions on any of these issues.

[Sign up for our newsletter](#) – We promise short, meaningful updates just six times a year.



MMS Consultants, Inc.

Experts in Planning and Development Since 1975

Scott Pottorff, P.E.

Project Manager

Office: (319) 351-8282

Mobile: (319) 631-0365

S.pottorff@mmsconsultants.net

www.mmsconsultants.net

This email message is for the sole use of the intended recipient(s) and may contain confidential and privileged information. Any unauthorized review, use, disclosure or distribution is prohibited. If you are not the intended recipient, please contact the sender by reply email and destroy all copies of the original message

No virus found in this message.

Checked by AVG - www.avg.com

Version: 2016.0.7442 / Virus Database: 4542/11821 - Release Date: 03/16/16

RESOLUTION #04042014-01

RESOLUTION TO SET THE DATE FOR PUBLIC HEARING FOR AMENDMENT TO THE SIDEWALK ORDINANCE

WHEREAS, the City of Riverside, Iowa, will set the date to hold a public hearing on proposed amendments to the City of Riverside's Sidewalk Ordinance - Chapter 136 of the City of Riverside's Code of Ordinances on April 18th, 2016, at 6:45 p.m. in the City Council Chambers located at the Riverside City Hall, 60 North Greene Street, Riverside, Iowa.

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

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

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

Ayes:

Nays:

Absent:

Signed:

Allen Schneider, Mayor

Attest :

Lory Young, City Clerk

RESOLUTION #04042016-02

**RESOLUTION TO APPROVE PAT CALLAHAN, MUNICIPAL
CONSULTANT TO DO TRAINING**

Whereas, the City of Riverside City Council approves having Pat Callahan to do phone interviews and training with staff and Council.

Therefore, be it resolved the City of Riverside City Council does hereby approve the cost estimate of \$1,120.00 for Pat Callahan training.

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

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

Ayes:

Nays:

Absents:

Signed: _____

Allen Schneider, Mayor

Attest: _____

Lory Young, City Clerk

Lory Young

From: Patrick Callahan <callahan.cmc@gmail.com>
Sent: Friday, April 01, 2016 9:04 AM
To: Lory Young
Subject: Re: Riverside Appendices

Hi Lory.....I will scan it again and send it later today.....My month of April is filling up so fast that I prefer to push this project back to the month of May. And to make matters worse..... my wife and I will be on a vacation trip to attend a family wedding in Atlanta. We will be gone from April 26th to May 7th. What does your month of May look like? My Tuesdays are Board of Supervisor meeting days. I have meetings on May 11th, but the rest of May looks fairly open right now..... Thanks. Pat

Patrick Callahan
Callahan Municipal Consultants LLC
417 Kaitlynn Ave Anamosa, IA 52205
563-599-3708
callahan.cmc@gmail.com

On Fri, Apr 1, 2016 at 7:58 AM, Lory Young <lory@cityofriversideiowa.com> wrote:

Pat,

I could not open this file. Did you have a chance to review your calendar for some dates you may be able to do the phone interviews?

Thanks,

Lory

From: Patrick Callahan [mailto:callahan.cmc@gmail.com]
Sent: Thursday, March 31, 2016 9:15 AM
To: Lory Young
Subject: Riverside Appendices

Lory.....Here are the appendices referenced in the report. There should be copies of all of these reports in the city files too.....Thanks. Pat

CITY OF RIVERSIDE, IOWA

ORGANIZATIONAL ASSESSMENT AND REPORT

CONSULTANT'S OBSERVATIONS AND RECOMMENDATIONS

OCTOBER, 2012

FINAL REPORT

Prepared by

Patrick Callahan, Municipal Consultant

Snyder & Associates, Inc.
5005 Bowling Street
Cedar Rapids, Iowa 52404

TABLE OF CONTENTS

CITY OF RIVERSIDE, IOWA

ORGANIZATIONAL ASSESSMENT AND SUPPLEMENTAL REPORT

CONSULTANTS OBSERVATIONS AND RECOMMENDATIONS

- A. Introduction to Report
- B. Many Positive Features in Riverside
- C. The City Elections in 2009 and 2011
- D. City Council Meetings
- E. Open Meetings Law
- F. City Council Work Session
- G. Annual Council Calendar
- H. Distribution of Information to the City Council
- I. Frequent Use of Email
- J. The Blog Versus the Local Newspaper
- K. Employee Turnover
- L. The Chain of Command
- M. The Splash Pad Controversy
- N. Visioning Committee
- O. Enforcement of City Ordinances
- P. Final Comments

Appendices

- A. City Council Election Results – 2009 and 2011
- B. Iowa Municipal Policy Leaders Handbook – Sample City Council Rules of Procedure
- C. City of North Liberty – City Council Rules
- D. City of Muscatine Council Agenda
- E. City of Newton – Public Participation Guidelines for City Council Meetings
- F. Iowa League of Cities – Summary of Open Meetings Law
- G. City Council Work Session – Agenda Example
- H. City Clerks Annual Calendar – Iowa League of Cities
- I. City of Cresco Action Plan Example
- J. Municipal Policy Leaders' Handbook – Institute of Public Affairs – Tips on Dealing with the Media
- K. City of North Liberty – Open Records Policy

CITY OF RIVERSIDE, IOWA
ORGANIZATIONAL ASSESSMENT AND SUPPLEMENTAL REPORT
CONSULTANTS OBSERVATIONS AND RECOMMENDATIONS
OCTOBER, 2012

A. Introduction to Report

As part of the City's Goal Setting and Team Building efforts, we agreed to provide this organizational assessment and supplemental report. This report contains recommendations for the future. These recommendations are in no particular order of importance. Some of the recommendations are our suggestions based upon our observations from other cities. Some of the recommendations came from the people who were interviewed. Since the interviews were confidential, we will not attribute the recommendations to any person(s).

It is not our intent to offend anyone or dwell too much on the past. We fully expect that many people, who read this report, will take exception with one or more observations or recommendations. We knew no residents of Riverside at the start of this process and have tried to keep an open mind throughout our time of interviewing people and gathering information.

There was no doubt that every person who was interviewed had the best interests of the City and the citizens of Riverside as their main priority. The differences centered on "how" things were done. There are some serious "red flags" or concerns that are apparent to someone from the outside that reviews city government in Riverside.

We truly appreciate the fact that the Mayor and the five members of the City Council were all elected by the citizens of Riverside. We respect anyone who is willing to place their name on the ballot and then accept the responsibility of making tough decisions for the City. We recognize and acknowledge that the Mayor and City Council members are certainly under no obligation to implement any of the recommendations in this report.

The public image of Riverside to its neighbors in Washington County and the State of Iowa is certainly less than desirable at this time due to the press coverage of some controversial issues, the employee turnover, and the Council's decision making process. However, the image of the City to people living outside the community may not be of importance to some people. They may think that "we know who we are and we don't care what others think."

Perhaps, the number of split votes on the City Council since January, 2012 has gotten the most attention. While split votes at the City council meetings are to be expected and are

not necessarily a “bad thing,” there have been some three/two votes by the City Council that have proven to be divisive, quarrelsome, and less than civil.

It is our observation that if the City Council is divided on certain issues, then the community as whole may also be divided on these same issues. It is difficult to know whether the community is split 50/50 on some of these issues or if it was more like a 60/40 or 70/30 split in the community. The next City election in November, 2013 could provide some insight as to the ratio.

B. Many Positive Features in Riverside

While it is easy to focus on certain negative aspects or recent events, no one should lose sight of the many positive things in Riverside. Exhibits A and B of the City Council Goal Setting Report provide a great summary of the many positive projects and attributes in Riverside. As someone from outside the community, we were very impressed by the following:

1. An excellent fire station that would be comparable to buildings in cities of 5,000 to 10,000 population.
2. A City hall facility that presents a great image to the citizens and visitors.
3. An impressive street maintenance shop and facility.
4. A great water treatment plant with the capacity to serve Riverside residents for many years in the future.
5. A state of the art wastewater treatment facility that should also serve the residents for a long time.
6. An extremely low property tax levy for a City with full services.
7. Excellent park facilities with numerous recreational opportunities.
8. A modern elementary school and close proximity to a local high school.
9. A local theme or “claim to fame” with the Star Trek idea that has much potential to draw people into the community.
10. Plans for a new recreational complex that will further enhance the quality of life in Riverside.
11. A major employer and community supporter with the Riverside Casino.

12. A four lane highway that provides great access to Iowa City and Interstate 80.
13. The City's overall great financial condition and access to gaming fees from the Riverside Casino.
14. Excellent opportunities for future commercial and residential growth.

There are very few cities in Iowa with a population equal to or greater than Riverside that could put together such a long and impressive list of positive features and attributes.

C. The City Elections in 2009 and 2011

It is important to remember that the Mayor and all five City Council members were all legally elected to their offices by the registered voters of the City of Riverside. While public officials at the national and state level are elected by diverse and different groups of voters, the voters who elected the "K" members to the City Council are the same voters who elected the "S" members to the City Council.

Starting in January 2012, there have been some split votes on the Riverside City Council, usually with Council Members Schneider and Schnoebelen voting together and Council Members Kasdorf, Kiene, and Kirkwood voting together. Since the last names of two Council Members start with the letter "S", they are sometimes referred to as the "S Council members." Since the last names of the other three council members all start with the letter "K", they are sometimes referred to as the "K Council Members." It does not appear that any disrespect is intended and it is an easy way to refer to the council members when discussing the three to two votes at the council meeting.

A review of the 2009 and 2011 City elections are as follows:

	2009	2011
Number of Registered Voters	794	736
Number who Voted in the Election	348	376
Percentage Voting	43.8%	51.1%

City Council – 2009 Election

Ralph Schnoebelen	147 (42.2%)
Kevin Kiene	139 (39.9%)

	2009	2011
City Council - 2011 Election		
Chris Kirkwood		194 (51.6%)
Robert Schneider		177 (47.1%)
Nate Kasdorf		161 (42.8%)
Mayor – 2009 & 2011 Election		
Bill Poch	150 (43.1%)	198 (54.0%)

(See Appendix A for complete totals)

If we assume that the voters were aware that there was a very definite difference in how the candidates wanted to lead the City, then we have to also assume that there are two very distinctively different groups of voters in Riverside. Perhaps, there is one group of voters who would prefer that the City of Riverside stay the same and another group of voters who want to see change.

This first group of voters may be described as wanting the following course of action for the City:

1. Keep things “as is,” without a lot of change.
2. Keep taxes and fees as low as possible.
3. Hold down City spending and save money for that “rainy day”.
4. City employee turnover is not a bad thing and could be beneficial.
5. There is no need for a city administrator when a city clerk can easily do the job.

The second group of voters may be described as wanting a different course of action for the City that might be described as follows:

1. The City needs to prepare for change and change is good.

2. The City may someday need to increase taxes and fees to improve the infrastructure of the City.
3. The City is fortunate to have access to Casino revenue and should use those funds to enhance the quality of life in Riverside.
4. Turnover of City employees is expensive and results in loss of productivity and knowledge of City operations and it should be addressed.
5. If the City is to have commercial and residential growth and development, then the City needs a city administrator to provide that leadership and vision for the long term needs of Riverside.

Much like the current City Council, both groups of voters appear to have the best interests of the City in mind. It would seem that the split among Council members appears to “mirror” the division among the voters in Riverside. The City election in 2013 should once again be very interesting for political observers to follow and analyze.

D. City Council Meetings

The meetings of the City Council in recent months have been described by some people as difficult, painful, unpleasant, lengthy, disorganized, and troublesome to name just a few of the adjectives. While there is a great disparity among cities in Iowa as to overall tone and length of city council meetings, there are some things that can be done to improve the effectiveness and efficiency of city council meetings.

1. The City Council could adopt some written guidelines or rules regarding City Council meetings. For example, the Iowa Municipal Policy Leaders’ Handbook provides one such model (Appendix B). There is also attached to this report a copy of the North Liberty City Council Rules (Appendix C).
2. The level of detail on the Council agenda could be enhanced. There is attached a copy of an agenda for the Muscatine City Council which provides extensive detail about many items on the agenda. (Appendix D). If this level of detail was provided to the Mayor, City Council, the citizens, and the news media, it may help reduce the number of questions and comments at the meetings.
3. While the City Council needs to hear citizen comments, suggestions and questions at the Council meetings, there needs to be guidelines and limitations on public input. If these guidelines are not adopted and enforced, council meetings can become too lengthy, less than productive, and sometimes less than civil. It is recommended that the City Council adopt, and the Mayor enforce, some type of citizen input guidelines for

Council meetings. An example of such guidelines from Newton is attached as Appendix E to this report.

4. It is important to remember that the conduct of elected officials at City Council meetings presents an image of the City and the community to the outside world. While there is nothing wrong with split votes of the City Council, the discussions and debates need to remain civil, respectful and professional at all times. The decisions of the majority of the City Council must be respected, enforced and implemented. If some residents of Riverside do not agree with the majority decisions of the City Council, then the voters can make changes in future City elections, starting on November 5, 2013. As stated above, it is important to remember that all of the current members of the City Council were duly elected by the voters in 2009 and 2011 to make these decisions.
5. In order to make good decisions, the City Council needs to have good information. It is recommended that City staff reports on significant issues and projects contain the following basic components.
 - Define the project or issue.
 - List the potential options.
 - Provide pros and cons of each option.
 - Recommended course of action and reasons for such.

The City staff will need to be given enough time to prepare and present these reports. Initial drafts of such reports could be presented at City Council work sessions. The City Council could then provide some direction as to whether the staff reports contain enough information and analysis to make the decision at the regular Council meeting.

E. Open Meetings Law

The City's website lists eight committees of the City Council. Many of these committees have two members of the City Council. While these committees are not established by the City Code, some people would argue that if these committees discuss City issues and make recommendations to the City Council, then they may be subject to the Iowa open meetings law.

It is very important for the Mayor and City Council members to review and follow the open meetings law. There is attached Appendix F which provides a summary of the open meetings law. If the Council members have any questions regarding the open meetings law, the City Attorney should be consulted prior to scheduling a meeting or taking any actions.

F. City Council Work Sessions

In order to keep all Council members equally informed on projects and issues in roughly the same time frame, it is recommended that the use of Council committees be substantially reduced and replaced with City Council work sessions. Since Council committee meetings and Council work sessions may both be subject to the open meetings law, the amount of City staff time required for such meetings should be less. The use of Council work sessions may result in more productive and efficient regular City Council meetings. The time needed to inform the Council members, who did not attend the committee meetings, about the issues or projects up for discussion will no longer be required.

Council work sessions will provide an opportunity for City employees to update the City Council on their past and future work programs. An example of an agenda for a City Council work session is attached as Appendix G.

G. Annual Council Calendar

It has been suggested that the Mayor and City Council have an annual calendar of upcoming events or items that will require the Council's attention. We would concur with this suggestion. The Iowa League of Cities does an annual calendar for city clerk's (Appendix H) that would be an excellent "starting point" to use for the City Council's calendar. We would suggest the following approach.

1. Prepare a three to four month calendar for the remaining months of 2012 as a "pilot project."
2. Prepare a 12 month calendar in January for the items that are expected to come before the City Council in 2013.
3. Prepare action plans for the top priority and high priority items listed in the Mayor and City Council's Goal Setting Report. An example of an action plan from Cresco, Iowa is attached as Appendix I.
4. The City Council could prepare a "working draft copy" of the next two City Council meeting agendas at the end of the proposed City Council work sessions each month. The preparation of this draft agenda would provide some advance notice of topics for discussion at upcoming regular City Council meetings.

H. Distribution of Information to City Council

There was the perception by some people that former City employees provided more information in a timelier manner to some City Council members. There was also the perception that some Council members had an "inside track" when requesting information from former City employees.

Regardless of the accuracy of these perceptions, it is recommended that City employees in the future provide the same information at the same time to all members of the City Council. It is also recommended that future City Council agendas include an item for Council members to request information and/or research from the City Administrator. These requests for information should include:

- Type of information requested.
- General purpose for the request.
- Level of detail needed.
- Preferred timeline to obtain the information.

If Council members make these requests for information to the City Administrator prior to the meeting, then the Council member or City Administrator can advise the other members of the City Council of the request and when they might expect to obtain the report.

I. Frequent Use of Email

There are some Council members who expressed concerns about the frequency of email between and to Council members. While some people may dislike the use of email and prefer other forms of communication, email will continue to be used by many people as a fast and convenient way for people to communicate. However, the use of email can be a concern, especially when there are questions regarding compliance to the open meetings law.

The following suggestions are provided regarding email:

1. Email should never be used to “poll” the City Council on City issues or projects, as it could be a violation of the open meetings law.
2. Email can be used to share information or provide updates.
3. Email from City staff should be sent to the Mayor, City Attorney, and all City Council members at the same time.
4. It should be assumed that email between City officials concerning City business will be subject to the open records law.
5. City officials need to review the open records law and seek legal counsel if they have any questions regarding the applicability of law to particular circumstances.

J. The Blog Versus the Local Newspaper

While conducting the confidential interviews, many comments were made regarding both the local newspaper (Riverside Current) and the “local Blog” (The Riverside Forum) that follows City issues. There were negative and positive comments about both the local newspaper and the blog.

Some people commented that if the newspaper did a “better job” of reporting City issues, there would be no need for the Blog. It was thought by some people that the newspaper tended to favor the “S” people on the City Council over the “K” people. It was suggested by some that the local newspaper reporter was not allowed by her boss to write the stories as she saw them and that modifications were being made prior to publications. The Blog was supposedly started in response to these concerns.

Some people stated that they thought that the Blog favored the “K” people over the “S” people and was somewhat “ruthless” in their reporting of the City issues. The fact that people who made comments on the Blog were not required to sign their names was particularly disconcerting to some people.

As long as there is “freedom of speech” and a “free press”, there is nothing that the Mayor and City Council can do “to control” the Blog or the local newspaper. The frustration with the Blog or the newspaper “comes with the job” of being an elected official. There is attached as Appendix J a section from the Iowa Municipal Policy Leader’s Handbook that provides some helpful tips on working with the media.

It is recommended that all Council Members monitor the newspaper and the Blog and point out any inaccuracies or inappropriate comments, regardless of who has been the “victim” of such unwarranted comments.

Lastly, it is recommended that the City review and update its policy on compliance with the open records law. The City must provide copies of all open records to any person who requests a copy. However, the City can require a reasonable fee or charge to cover the costs of providing these copies. If the City does not have a written policy, there are numerous cities with written policies on open records that could provide examples to the City of Riverside. An example of an open records policy is attached as Appendix K.

K. Employee Turnover

The fact that six part time and full time city employees from Riverside have resigned over a period of less than two years is a major concern. Since the City typically has only had five people on the payroll a majority of the time, this level of employee turnover is troublesome and counter-productive. Since many of these former employees have made reference to a “hostile work environment” as their main reason for resigning, there is certainly a need to examine how the City treats its employees with the goal of reversing this trend.

It appears that the resignation of both the former city clerk and former deputy city clerk at about the same time was not a coincidence. It appears that they both resigned due to frustrations and concerns with their working conditions and their perceptions of some of the City's elected officials.

The level of employee turnover experienced by the City of Riverside is very unusual and raises some questions. Most cities do not experience this level of employee turnover. If there is employee turnover in other cities, it is usually the result of employees seeking higher wages in larger cities or private businesses. Employee turnover can result in greater costs for the City in terms of additional employee training, workers compensation claims due to inexperienced workers, and less productivity as new workers learn the City jobs. If the replacement employees require higher wages than the former employees, the end result can be greater costs to the City.

Whenever an employee resigns from their position with the City, it is recommended that an exit interview be scheduled between the City employee, the Mayor, City Administrator, and City Attorney. A report should be given to the City Council summarizing the findings of the exit interview.

There appears to be two very different viewpoints regarding the level of turnover of the City employees. We suspect that the difference of opinion regarding employee turnover among the Council members and the Mayor probably mirrors the public opinion within the community.

The perspective of some people may be as follows:

"Employee turnover of city workers has been a very bad thing for the City and the community. The City lost some very good employees, who left due to a hostile work environment. The City will be 'paying the price' for the loss of these employees for years into the future. While it was certainly the 'right of the voters' to elect whoever they wish to city offices, the unintended consequences has been the loss of some very good city employees who were doing a good job for the residents of Riverside."

The perspective of some people may be as follows:

"Employee turnover is regrettable, but not necessarily a bad thing for the City. The voters elected the Mayor and the Council members who were critical of some former employees. If the employees did not like these 'new bosses' elected by the Riverside voters, then they always had the option to seek other employment. No one was fired by the Mayor and City Council members. Since the City has successfully hired new competent and qualified employees to replace the former employees, the City has "not been harmed in any manner." In the end, the recent employee turnover may someday prove to be a good thing for the City, the new employees, and perhaps, even the former employees, who may have found more fulfilling and productive careers in their new jobs."

We suspect that the issue of employee turnover could be an issue in the November, 2013 City elections. If it is an issue, then the citizens of Riverside will decide whether the recent amount of turnover of city employees was “good or bad” for the City of Riverside.

Since we tend to view excessive employee turnover as something that is usually counter productive for a City, we would make the following suggestions:

1. The City should conduct exit interviews with all employees using a predetermined list of questions before they leave employment with the City, as noted earlier in this section. If it is acceptable to the employee, the exit interview should be recorded.
2. The City Administrator should conduct performance evaluations of City employees every six months and use the opportunity to also listen to the concerns of City employees regarding matters that may impede their level of performance.
3. City Council members should not be critical of City employees in public meetings. Instead, they should discuss their concerns with the City Administrator in private conversations. The City Administrator can discuss these concerns with the employee, make the required changes, and then report back to the Council member. If the Council members' concerns are not valid or substantiated, then no action will be taken and the matter can be referred back to the Council member. If Council members have concerns with how the staff is managed, they should discuss these issues in the performance review of the City Administrator.
4. Council members should not ask City employees to “take sides” on disputes or differences of opinion among Council members. City employees should not be placed in “no win” situations whenever there are split votes by the City Council.
5. As we mentioned during the City Council's Goal Setting Session, some of the City's former employees have asked that City officials “move on” and not contact them or continually make reference to them in public meetings. We would concur with this request and urge City officials to put the “past in the past” and focus on the future.

L. The Chain of Command

The Riverside City Code should be reviewed and, if necessary, amended to state that the City Administrator supervises all City employees so that there is a clear chain of command. All elected officials and all employees need to follow the chain of command. The directions and suggestions from the Mayor and City Council members should first go to the City Administrator, who will then communicate the ideas to the employees. Comments from the employees should follow the same chain of command.

Suggestions and comments from the Mayor and individual Council members about how the City employees perform tasks should be directed to the City Administrator, who can then evaluate the proposals. The City Administrator can communicate the suggestions to the employees and determine the feasibility and practicality of these ideas. If the ideas are a departure from current policy or are not advisable in the opinion of the City Administrator, then the suggestions can be brought back to the City Council for discussion and action.

M. The Splash Pad Controversy

The construction of a splash pad has been a controversial and divisive issue for the City Council and the community. Three Council members favor the construction of the splash pad and point to the fact that the Washington County Riverboat Foundation (WCRF) agreed to provide a \$70,000 grant for the construction of the pad. It should be noted that the City has one year from the date the grant was awarded to spend the funds and request reimbursement from the WCRF. Two Council members and the Mayor do not think that a splash pad is a good use of the City's funds and grant funds and have raised questions regarding the costs, the location, and the ongoing annual operational expenses. Both the Council members in favor and the Council member opposed to the splash pad state that they think that a majority of Riverside residents agree with them. We suspect that a majority of residents do not know enough about the splash pad project to have formed an opinion.

The one thing that is apparent is that this issue will not "go away" as long as a majority of the City Council members support the splash pad. Since the Mayor vetoed Resolution No. 02062012-1 on February 14, 2012, the project has basically been "blocked" for now. Since this project cannot move forward without the Mayor's signature on a resolution awarding the bid, the project is "in limbo" and there is a deadlock. This deadlock could easily exist until after the next City election in November, 2013.

A possible way to resolve this issue may be to implement the following course of action:

1. Develop a concise and clear "white paper" report that describes the project in detail, the history of the effort, the potential locations, and estimated costs, the sources of funding, and the pros and cons of building or not building the splash pad. The first few sections of the report would primarily focus on the facts of the project and the later sections would summarize the best arguments of both sides. This splash pad white paper could be placed on the City's website and copies made available to interested citizens.
2. The next step in the process could be to hold a "town hall" meeting to explain and discuss the proposed plan for a splash pad. Both sides could present arguments in favor of their positions and then let the residents

provide comments and suggestions. A report summarizing the results of the meeting could be presented to the City Council.

3. If the City Council had still not reached a consensus on the subject, the next step could be to conduct a public opinion poll using an “election type format” with a list of eligible voters, a paper ballot, and volunteers to oversee the “election.” The Mayor and all City Council members would have to agree in advance that they would honor the results of the public opinion poll and proceed according to the wishes of the voters.
4. If the third step in the process is not selected, then the only other option could be to have the candidates for City office make the splash pad a key issue in the November 2013 City election for Mayor and City Council members. Hopefully, the voters would make a clear decision on the splash pad, based upon the candidates who are elected to City offices in 2013.

N. Visioning Committee

As a general observation, the City is very fortunate to have local volunteers who are willing to serve on a Visioning Committee. The City needs to acknowledge and thank these volunteers on regular basis. If this Committee is truly a long standing committee that is established and supported by the City, then perhaps the Committee should be created by a City ordinance or Council resolution.

The ordinance or resolution that creates the Visioning Committee should address the following items:

1. Name of the Committee.
2. The mission and purpose.
3. Powers and duties.
4. Member appointment, removal process, and residency requirement.
5. Number of members, terms, and officers.
6. Whether it is advisory or administrative.
7. Whether there is any authority to spend City money, subject to City budget limitations.
8. Reporting requirements.
9. Preparation of budgets for proposed projects and advance approval.

10. City Council and/or City Administrator liaison connections.
11. Meetings are subject to open meetings law.

It is important that the Committee provide copies of the minutes of their meetings to the Mayor and City Council. It is equally important that the City Council promptly and politely respond to the Committee's requests for direction and/or approval of projects and proposals. If the City Council does not concur with the Committee's proposal or recommendations, then it should be clearly stated by the City Council along with reasons and concerns in a written report back to the Committee.

O. Enforcement of City Ordinances

There have been some questions regarding the enforcement of City ordinances. In some instances it could be a question as to whether residents are even aware of the particular City's ordinance. There may be other situations where people knowingly violate the City's regulations until the City attempts to enforce the rules. When it comes to the enforcement of City ordinances, we would recommend the following:

1. Review the City's ordinances on a regular basis, at least annually, to determine if the regulations are needed and enforceable.
2. As part of a re-codification of the City Code, the Council could delete any ordinances that are either no longer needed or cannot be enforced.
3. Determine whether a citizen education program is needed to explain the purpose of the ordinance and/or ways to comply with the ordinance.
4. Seek voluntary compliance to the ordinance with an initial enforcement program that provides a friendly reminder to people.
5. Develop a firm, but fair, enforcement program for those situations when friendly reminders do not work.
6. Treat everyone the same and show no preferential treatment of any one when it comes to the enforcement program.
7. Do the follow-up on the enforcement program, and if there is no intent to have an enforcement program, then repeal the regulations.
8. Lastly, the Mayor and City Council Members need to "lead by example." For example, City sidewalks need to be repaired prior to starting a sidewalk inspection program and no enforcement program should be started until the Mayor, City Council members, and City employees are in full compliance with whatever regulation that is being enforced by the City.

P. Final Comments

The preparation of this report was very challenging. Some of the comments made during the interviews that were conducted as part of this process were based largely on personal opinions and conjecture. Many of the comments were so diverse that it was difficult to know who was “right” and who was “wrong” and if reality was somewhere between the two points of view.

We tried not to spend too much time on past mistakes or past issues. We cannot change the past, but we can learn from it. We have attempted to provide some recommendations for the future. If there is an interest in finding ways to resolve differences and doing what is best for the citizens of Riverside, then hopefully the Mayor and City Council will find merit in many of our suggestions.

Lastly, we would like to thank the Mayor, the Council Members, the City Attorney, and the City Employees for their help and assistance. The level of cooperation from all the people who worked with us was excellent. We appreciate the opportunity to work for the City on this endeavor and extend our best wishes to the City officials who assisted us with this report.

Patrick Callahan,
Municipal Consultant
Snyder & Associates
pcallahan@snyder-associates.com
563-599-3708

CITY OF RIVERSIDE, IOWA
ORGANIZATIONAL ASSESSMENT AND REPORT
CONSULTANT'S OBSERVATIONS AND RECOMMENDATIONS

April, 2013

FOLLOW UP REPORT

Prepared by

Patrick Callahan, Municipal Consultant

Snyder & Associates, Inc.
5005 Bowling Street
Cedar Rapids, Iowa 52404
May 6, 2013

**FOLLOW UP REPORT TO THE
ORGANIZATIONAL ASSESSMENT AND SUPPLEMENTAL REPORT
CONSULTANT’S OBSERVATIONS AND RECOMMENDATIONS
APRIL, 2013**

A. Introduction

Thank you for the opportunity to facilitate the City Council work session on April 29th. We were impressed with the candor, openness, and sincerity of the many comments made during the discussions. As we have stated many times in the past, we admire and support anyone who is willing to serve on the City Council and to make the commitment of time and energy to serve the people. As we promised at the meeting, we have taken the time to summarize some additional suggestions for your consideration. Once again, the Council is under no obligation to implement any of these ideas. As an outside “observer,” we are proposing these recommendations in order to further enhance the overall working relationship within the City of Riverside. The suggestions are in no particular order.

We will make reference in this report to various pages in the Institute of Public Affairs (IPA) – Policy Leaders’ (PL) Handbook that was published in 2012. If you have not already done so, we would urge the Mayor and Council members to read the entire Handbook. The pages that are referenced in this report will provide some background information that may be beneficial to review prior to the implementation of the recommendations made in this report. A copy of the IPA –PL Handbook is available at City Hall, if you cannot locate a copy.

B. Quarterly Updates – Goal Setting Report

We would urge the City Council to conduct quarterly updates and reviews of these lists from the City Council 2012 Goal Setting Report:

1. City Council Goals – Programs and Initiatives (Exhibit E)
2. City Council Goals – Capital Projects (Exhibit F)
3. City Council Goals – Teamwork Objectives (Exhibit G)

The City Council could also review the recommendations in our Organizational Assessment Report and note the progress made on these recommendations.

We would also recommend that the City Council review pages 45-48 in the IPA –PL Handbook regarding City Council meetings and work sessions.

C. Stay Positive on Riverside to the “Outside World” and Local Residents

We urge you to make a pledge to start “focusing on the positive.” When people from outside Riverside or local residents start making negative comments about Riverside, shift the focus to the positive. You can “refresh your memory” on the positive aspects by re-reading Exhibits A & B from the 2012 Goal Setting Report and the responses to Question G in our recent questionnaire. If the Mayor and City Council members are not “positive” about Riverside, then how can we expect anyone else to start focusing on all the positive things in Riverside? And there are many positive features.

D. Continuation of the Sharing of Information

While we certainly recognize that it is a “judgment call,” we would urge the Mayor and Council to continue the sharing of important and relevant information with all members of the City Council at the same time. We understand that much progress had been made on this matter and we urge you to continue to “keep open the lines of communication”

E. Board and Commission Appointments

The City could adopt a brief and concise written policy on the appointments to boards and commission. Perhaps, another city, such as North Liberty or Coralville, has a policy that could be replicated in Riverside. The Iowa League of Cities may also have access to such a policy. Whenever someone asks to be appointed to a board or commission, and the City Council declines the appointment, we would recommend the Mayor or City Administrator get back to the person and advise them of the Council decision, along with the basis for the decision.

We would recommend that the Mayor and City Council read pages 142-144 in the IPA-PL Handbook for more information regarding boards and commissions. As stated in the City of Riverside, Iowa - Organizational Assessment Report Consultant’s Observations and Recommendations – October, 2012 on pages 13 & 14, we would once again urge the City Council to adopt a resolution or ordinance that defines the duties and responsibilities of the Visioning Committee. Copies of the report were given to the Mayor and City Council members and a copy is on file at City Hall.

F. Open Meetings – “Error on the Side of Caution”

There is a saying that “perception is reality” or “perception is everything.” While there may have never been any violations of the open meetings law, there are some people who have that perception. Since the penalties are very severe and the law is written “on the side of openness”, we strongly recommend that all Council members ask questions regarding the law and the intent of the law, whenever in doubt. You always have to remember that whenever three or more Council members are discussing City business either in person or by email or by conference call, it could be a violation of the open meetings law. Please refer to Appendix F of the Organizational Assessment and Report and page 63 of the IPA-P.L. Handbook for more information on the open meetings law.

G. The Audit – A Good Thing

We consider the State audit to be a good thing. While there will be a cost, the audit will help resolve some issues and afford Riverside the opportunity to “get a fresh start.” If you are a former employee, it is an opportunity for vindication. If you are a current employee, it will be an opportunity to have a “clean slate” and learn the proper procedures regarding City finances.

Since there is the potential for some legal issues, we would recommend that the Mayor, Council members, and City employees refrain from contacting former City employees. In fact, “the less said the better” may be the best motto of the day regarding the audit.

H. Employee Evaluation

As soon as the audit has been completed, we would urge the City to conduct an employee performance evaluation of the City Administrator. When conducted in a fair, open, and candid manner, employee evaluations can be a great tool. Evaluations can help to “clear the air” on concerns or issues. They can help re-enforce the positive elements of employee performance. They can also assist in the learning and understanding of ways to enhance or improve work performance.

If individual Council members have concerns regarding the performance of the City Administrator, it is imperative that these issues be communicated to the City Administrator in a prompt and professional manner. The City Administrator can then address the concerns by either making changes or seeking clarifications and direction from the City Council as a group. When a person has six “bosses” and these six people are split three to three, the job of being a city administrator can be very challenging. As was stressed during the April 28th work session, it is very important to keep the lines of communication open.

I. City Attorney/City Engineer Contacts

We would recommend that the City develop a written policy regarding requests for services from the City Attorney and City Engineer. Since most requests for services will result in an invoice to the City for such services, it would be beneficial to define who has the authority to make such a request, the limitations, and whether Council approval is required in advance. While we have not made any inquiries, it is possible that other cities may have examples of such policies that could be reviewed and used as “models” for the Riverside policy. The IPA-P.L. Handbook (page 23) and the Iowa League of Cities website may also be good sources of information. We would recommend that a draft of such a policy be provided to the City Attorney and City Engineer for review and comment, prior to the adoption by the City Council.

J. Payment of Routine Expenses – Council Resolution

It is our understanding that a previous City Council may have adopted a resolution several years ago pertaining to the payment of claims or spending authority. We would urge the City Council to review this resolution and amend it to authorize the payment of certain routine expense or adopt a new a resolution authorizing the City Administrator to pay specific monthly expenses, such as utility bills. The City receives invoices which have penalties for late payments or discounts for prompt payments. It should be the City's goal to take advantage of such discounts in order to save the taxpayers' money. The resolution could identify the vendors and the types of services. The resolution could further state that the expenses would still be shown on the list of claims that the Council would approve. These expenses could be marked on the list of claims so the Council would know that these invoices have already been paid by the City. The resolution could include a limitation on the individual amount of such claims that are paid prior to Council approval. We would recommend that the resolution be submitted to the State Auditor for review and comment prior to adoption.

K. Mayor/Council/Employee Working Partnership

The City has been fortunate in that there has been no employee turnover the past eight months. It is critical that the "lines of communication" between the City Council and City staff remain open and honest. The City cannot afford additional employee turnover. Whenever an employee resigns, the City has additional costs for advertising, training, and loss of productivity. The other obvious potential "downside" of employee turnover is that the number of applicants for openings and their overall level of experience may decline, as more and more people conclude that the City of Riverside may not be the best place to seek new employment. We would urge the Council to read pages 93-95 in the IPA-PL Handbook for more information.

L. Final Comments

Once again, we thank you for the opportunity to assist the City of Riverside. As we mentioned on April 29th, we would be willing to return to Riverside in August, 2013 to answer any questions and provide comments, as needed. Please feel free to contact us if the City should ever need additional services.

Patrick Callahan,
Municipal Consultant
Snyder & Associates
pcallahan@snyder-associates.com
563-599-3708

RESOLUTION #04042016-03

**RESOLUTION TO APPROVE IOWA STATE UNIVERSITY EXTENSION
OF WASHINGTON COUNTY TO CONDUCT SUMMER YOUTH CAMPS**

Whereas, the City of Riverside City Council approves the Iowa State University Washington County Extension Office to conduct the Youth Day Camps at Hall Park for young children.

Therefore, be it resolved the City of Riverside City Council does hereby approve the youth camps for young children at a cost not to exceed \$600.00.

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

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

Ayes:

Nays:

Absents:

Signed: _____

Allen Schneider, Mayor

Attest: _____

Lory Young, City Clerk

Becky LaRoche

From: Green, Amy [CO PD] <amygreen@mail.iastate.edu>
Sent: Friday, March 18, 2016 9:10 AM
To: becky@cityofriversideiowa.com
Subject: Riverside Summer Camps
Attachments: Riverside proposal sheet.pdf; Day camp flyer RIVERSIDE 2015.pdf; Camp Brochure 2015.pdf; _Certification_.htm

Becky,

Thank you for your help this morning regarding Extension Camps coming to Riverside this summer.

I attached the proposal sheet to share with City Council at the earliest convenience. I also attached the two flyers from last year so they could see those if they wanted to as well. We are using the same format for this year for advertisement.

Please let me know that you received this and if you have any questions before or after that meeting!

Thank you again. I look forward to hearing from you.



Amy Green, 4-H/Youth Coordinator

Iowa State University Extension and Outreach, Washington County

2223 250th St., Washington, IA 52353

319-653-4811

amygreen@iastate.edu

<http://www.extension.iastate.edu/washington>



Follow "Washington County 4-H-Iowa" on Facebook!

IOWA STATE UNIVERSITY
Extension and Outreach
Healthy People. Environments. Economies.



Riverside Youth Camp Proposal

Washington County Extension & Outreach wants to partner with you**

This partnership was started in 2013 with the model below.

What:

- Offer 3 summer camps in Riverside to youth ages Kindergarten-3rd grade with Extension's research-based, hands-on learning curriculum

Who:

- Youth completed 1 year of preschool = Welcome to the Jungle Camp
- Youth completed Kindergarten or 1st grade = Bug Mania
- Youth completed 2nd or 3rd grade = A Long Way Down: Designing Parachutes

Riverside City Council's Contribution:

- Provide location for free use (Hall Park Pavilion or City Hall for inclement weather)
- Pay mileage of staff ($$.54 \times 40 \times 3 = \66) ***billed after camps*
- Pay staff time (24 hours \times \$11 = \$264) ***billed after camps*
- Pay \$10/child registered with Riverside address (20 youth max) ***billed after camps, youth would be charged \$10.*

Extension's Contribution:

- Provide qualified staff to instruct
- Provide high school volunteers to assist/supervise groups
- Provide research-based curriculum
- Advertise camps with credit to Riverside City Council as sponsor
 - News releases in entire county media list
 - Camp flyers that will go to all schools in the county
 - Special one page flyers that go directly to Highland for these camps only
 - Post camp news release sent with photo
 - All camp photos posted to "Washington County Extension" Facebook
 - Follow up newsletter with pictures and numbers sent to city council

OPERATION AND MAINTENANCE AGREEMENT

This Operation and Maintenance Agreement (the "Agreement") dated as of _____, 2016, is between the City of Riverside, Iowa, a municipal corporation (the "Owner"), whose address is 60 N. Greene Street, Riverside, Iowa 52327, and PEOPLESERVICE, INC., and its successors and assigns ("PeopleService"), whose address is 209 South 19th Street, Suite 555, Omaha, Nebraska 68102-1758.

RECITALS:

WHEREAS, Owner is the owner of a municipal water and wastewater treatment plant as described in Exhibit A to this Agreement (the "Facilities"); and

WHEREAS, Owner desires to engage PeopleService to operate and maintain the Facilities on behalf of Owner and PeopleService desires to accept such engagement, all upon the terms and conditions hereafter set forth; and

WHEREAS, Owner is authorized by law to enter into this Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, the parties agree as follows:

ARTICLE I - SCOPE OF SERVICES

1.1 Commencing on July 1, 2016, or such other date mutually acceptable in writing to PeopleService and Owner (the "Effective Date"), PeopleService will provide all routine operation and maintenance of Owner's Facilities on a 7 day per week basis within the design capacity of the Facilities as described in Exhibit A to this Agreement ("Description of Facilities"). The routine operation and maintenance services to be provided by PeopleService are further described in Exhibit B of this Agreement.

1.2 Commencing with the Effective Date of this Agreement, PeopleService shall implement its standard operating procedures. Within one hundred eighty (180) days after the Effective Date of this Agreement, PeopleService shall place into operation preventive maintenance and process control programs, including documentation of operation and maintenance procedures conducted for the water and wastewater utility system and a written analysis of the condition of all equipment in the Facilities together with a prioritized list of needed repairs. Such records shall be available for inspection by Owner at all reasonable times.

1.3 PeopleService will be responsible for expenses incurred in the routine operation and maintenance of the Facilities, including personnel services, communication services, chemicals, materials, supplies, contracted services, insurance, and equipment maintenance and repair (subject to the limitations contained in Sections 1.4 and 2.1.b of this Agreement).

1.4 PeopleService shall provide all required maintenance to preserve the existing life of all assigned equipment and vehicles of the Facilities. PeopleService will bear the expense of maintenance and repair of all equipment, physical facilities, and vehicles assigned for PeopleService's use, except for capital replacement expenditures as defined in section 2.1 (b), provided that such expense does not exceed a maximum annual maintenance/repair (noncapital) expenditure of \$20,000 for the first year of this Agreement. In subsequent years, the maximum annual maintenance/repair expenditure will be increased by the C.P.I. adjustment contained in section 4.2 of this Agreement. In performing maintenance and repairs, PeopleService will perform in an economical manner and make all reasonable efforts to remain below the annual maintenance/repair expenditure amount while remaining in compliance with all applicable regulations. PeopleService will refund to Owner any unused monies less than the maintenance/repair expenditure amount. In the event that such expenses approach or exceed this maximum annual amount, PeopleService shall promptly notify Owner. Any repair expenses in excess of the maximum amount set forth in this provision shall be approved by Owner. PeopleService shall invoice Owner the amount of maintenance/repair expenses in excess of the maximum annual maintenance/repair limit set forth in this provision at the end of the 12-month period. Owner shall reimburse PeopleService for such excess expenditures.

1.5 PeopleService will provide properly certified employees for the staffing of Facilities. Backup services will be provided by PeopleService corporate personnel. In addition, PeopleService will be on call 24 hours per day, 7 days per week, for emergency situations.

1.6 PeopleService shall advise Owner and serve as Owner's liaison to regulatory agencies and industrial users in matters related to the operation of the Facilities. However, PeopleService will not act as, or provide, legal counsel in this capacity.

1.7 PeopleService will supervise all regulatory compliance and financial transactions pertaining to the day-to-day operation of the Facilities. Subject to the limitations of this Section 1.7, PeopleService shall operate the Facilities in compliance with state and federal regulatory requirements. PeopleService will pay all fines imposed for process upsets and violation of discharge limits unless the process upsets or violations are attributable to:

- (a) Flows or pollutants which are not within the Design Capabilities of the Facilities; pollutants include, but are not limited to soluble oil, heavy metals, excessive suspended solids and excessive organic loadings;
- (b) The malfunction or failure of equipment which is not solely due to the negligent acts, errors or omissions of PeopleService;
- (c) Construction activities which are undertaken to improve the wastewater treatment process but which are beyond the operating scope of services of PeopleService as delineated in this Article I; or
- (d) Discharges from industrial facilities in violation of any pretreatment standards applicable to those discharges.

In no event shall PeopleService be responsible for the payment of state or federal fines imposed or damages, attorney fees, and court costs awarded as a result of actions, inactions, process upsets or violations which occurred prior to or existed on the Effective Date of this Agreement,

and which are not due solely to the negligence of PeopleService, nor shall PeopleService be responsible for payment of any fines, penalties, damages or attorney's fees resulting from requirements not expressly assumed by PeopleService herein, including any reporting requirements.

With regard to potable water supplies, PeopleService will not be responsible for inherent water quality that fails to meet specifications of the Safe Drinking Water Act and amendments thereto concerning inorganic chemicals, pesticides, volatile organic chemicals, synthetic organic compounds, lead and copper standards. However, PeopleService will use its best efforts to treat Owner's potable water supplies to meet drinking water standards.

1.8 PeopleService shall exercise the due care in performing its obligations and duties under this Agreement which is normally and reasonably provided with respect to similar contract services.

1.9 PeopleService will provide and maintain at all times during the term of this Agreement the following minimum insurance coverage:

- (a) Statutory Workers' Compensation Insurance in compliance with the laws of the state of Iowa which has jurisdiction of PeopleService employees engaged in the performance of services hereunder; together with Employers Liability coverage in the amount of \$500,000 for each incident;
- (b) General liability coverage of at least \$1,000,000 combined single limit, each occurrence, for bodily injury and property damage with Owner named as additional insured;
- (c) Comprehensive auto liability insurance which shall include \$500,000 combined single limit coverage for bodily injury and property damage; and
- (d) Umbrella liability coverage of at least \$4,000,000 is provided in addition to the

statutory workman's compensation requirement, basic general liability or auto liability coverage noted above.

PeopleService will furnish Owner with Certificates of Insurance as evidence that policies providing the required coverage and limits are in full force and effect. Such policies shall provide that no less than thirty (30) days' advance notice of cancellation, termination or alteration shall be sent directly to PeopleService and Owner.

ARTICLE II - RESPONSIBILITIES OF OWNER

- 2.1 As part of this Agreement Owner agrees to assume the following responsibilities:
- (a) Owner shall maintain in full force and effect, in accordance with their respective terms, all guarantees, warranties, easements, permits, licenses and other similar approvals and consents received or granted to Owner as owner of all Facilities and component parts thereof;
 - (b) Owner shall be responsible for all capital replacement and major maintenance/repair expenditures which are defined as nonrecurring expenditures greater than \$1,000, that Owner determines necessary and required, provided that PeopleService will first be consulted for justification and need;
 - (c) Owner shall be responsible for filing, obtaining, and maintaining current water supply operations permit and NPDES permit for discharge of wastewater; and for filing all required reports under the Emergency Planning and Community Right-To-Know Act or any other statute or authority; provided, however, PeopleService shall assist Owner with preparing these filings and shall provide ongoing assistance regarding the maintenance of these permits;
 - (d) Owner shall at all times provide access to the Facilities for PeopleService, its agents and employees;

(e) Owner shall provide PeopleService the use of all existing equipment owned by Owner, necessary for the operation and maintenance of the Facilities and warrants that such operating equipment is in good condition;

(f) Owner shall be responsible for all damage to the Facilities, components thereof, PeopleService equipment on site, and all resulting liability to any and all third parties, when such damage and/or liability are caused by flood, fire, acts of God or other force majeure events, civil disturbance, extreme cold temperatures, excessive subsoil moisture, or misuse of property to the extent Owner was negligent regarding the misuse of such property;

(g) Owner shall be responsible for all fines imposed for process upsets and violations of discharge limits attributable to the operation and maintenance of the Facilities to the extent set forth in Section 1.7 as well as fines imposed for failure to report as required by Section 2.1(c).

(h) Owner shall designate an individual to act as liaison with PeopleService in connection with the performance of services by PeopleService under this Agreement;

(i) Owner shall be responsible for all property, excise and other taxes assessed on the Facilities; and

(j) Owner shall bear all costs incurred as a result of regulatory requirements not in effect on the Effective Date of this Agreement.

2.2 Owner shall maintain in full force and effect all existing policies of property and general liability insurance pertaining to the Facilities. Owner shall furnish PeopleService with Certificates of Insurance as evidence that such policies are in full force and effect under such policies. Such policies shall provide that no less than thirty (30) days' advance notice of

cancellation, termination or alteration shall be sent directly to PeopleService and Owner.

2.3 Owner shall indemnify and hold PeopleService, its officers, employees and agents, harmless under this Agreement for any and all claims, damages, costs or expenses caused by malfunction or failure of the Facilities or any components thereof or other liability or loss including injury, death, or damages to any person or property related in any way to the performance of this Agreement to the extent such claims, damages, costs, expenses, liability or loss are caused by the negligent acts, errors or omissions of Owner. Additionally, Owner shall indemnify PeopleService, its officers, employees and agents harmless for any and all fines, penalties, attorney's fees and damages resulting from Owner's failure to comply with permitting, reporting or other statutory or regulatory requirements which are the responsibility of the Owner. This provision shall survive the termination of this Agreement.

ARTICLE III - RESPONSIBILITIES OF PEOPLESERVICE

3.1 PeopleService shall indemnify and hold Owner, its employees and agents, harmless under this Agreement for all claims, damages, costs or expenses caused by malfunction or failure of the Facilities or any components thereof or other liability or loss including injury, death, or damages to any person or property related in any way to the performance of this Agreement to the extent such claims, damages, costs, expenses, liability or loss are caused by the negligent acts, errors or omissions of PeopleService. This provision shall survive the termination of this Agreement.

ARTICLE IV - COMPENSATION

4.1 As compensation for services rendered by PeopleService pursuant to this Agreement, Owner shall pay to PeopleService the sum of \$20,970 per month during the first twelve (12) months of this Agreement, commencing with the Effective Date. The monthly payment shall be due and payable on the first day of the month in which services are to be rendered. All other compensation to PeopleService is due upon receipt of PeopleService's invoice and payable within thirty (30) days of the date of the invoice.

4.2 The monthly compensation provided in Section 4.1 shall be adjusted on July 1st of each year, beginning on July 1, 2017. The basis for the annual adjustment for July 1, 2017 shall be the change in the Consumer Price Index for All Urban Consumers (CPI-U) as regularly reported by the U.S. Bureau of Labor Statistics, between November 2015 and November 2016. For each year thereafter, the adjustment shall be the change in the CPI-U as reported between November of the year immediately preceding the year of adjustment and November of the year of adjustment. This annual adjustment shall be done by letter acknowledging the change and will not require official action or contract amendment.

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

4.4 Within sixty (60) days of the end of each contract year (August 31st), PeopleService shall provide the Owner with a statement showing the actual amount of money expended on chemicals at the facilities. Should the amount of actual expenditures for chemicals be less than the "base amount", PeopleService will include a refund equal to the portion of the "base amount" that remains. If the actual expenditures exceed the "base amount", PeopleService shall include an invoice equal to the amount actual expenditures exceed the "base amount", which the Owner agrees to pay in accordance with the terms of Section 4.1 of this Agreement. The "base amount" for the first twelve months of this Agreement shall be \$24,000. The "base amount" shall be escalated annually in accordance with Section 4.2 of this Agreement.

ARTICLE V - TERM OF AGREEMENT

5.1 This Agreement shall remain in full force and effect for five (5) years from the Effective Date. The Agreement shall be automatically renewed for successive terms of one (1) year each unless written notice of cancellation is given by either party to the other no less than ninety (90) days prior to the date of expiration.

ARTICLE VI - TERMINATION

6.1 This Agreement may be terminated by either party in the event of the other party's breach of a material term of the Agreement, by the first party's giving written notice of such breach and the second party's failure to correct within thirty (30) days of receipt of such notice.

6.2 PeopleService shall not be in breach under this Agreement for its failure to perform its obligations under this Agreement, to the extent that the performance of such obligations is prevented or delayed by any event which is beyond the reasonable control of PeopleService, including but not limited to Acts of God, strikes, labor disputes, and unavailability of parts. In the event PeopleService claims that its performance is prevented or delayed by any such event, PeopleService will promptly notify Owner of that fact and the circumstances preventing or delaying its performance.

ARTICLE VII - MISCELLANEOUS

7.1 Any temporary or portable equipment which is provided by PeopleService during the term of this Agreement and which is not deemed part of the Facilities shall remain the property of PeopleService upon termination of this Agreement. PeopleService shall not make any expenditure for capital replacements of the Facilities or any component thereof without the prior approval of Owner unless there is an emergency. An emergency exists when such expenditures are necessary to continue operation of Owner's Facilities or to provide for public health, safety or environmental protection. If there is an emergency, PeopleService shall provide Owner with verbal notice of the need for the capital replacement expenditure as soon as possible. Owner shall reimburse PeopleService for such emergency capital replacement expenditures in accordance with Section 4.1 of this Agreement.

7.2 This Agreement represents the entire agreement of the parties and may only be modified or amended in a writing signed by both parties.

7.3 Written notices required to be given under this Agreement shall be deemed given when mailed by first class mail to PeopleService, Attention: President, and to Owner, Attention: City Clerk, at the addresses set forth for each in the opening paragraph of this Agreement.

7.4 This Agreement shall be governed by, and construed in accordance with, the laws of the state of Iowa.

7.5 Neither party shall assign, in whole or in part, any of the rights, obligations or benefits of this Agreement except to a parent, affiliate, or wholly owned subsidiary, without the prior written consent of the other party, which consent shall not be unreasonably withheld. For purposes of this Section 7.5, an affiliate is defined as a company, the controlling interest in which is owned by the parent of the party.

7.6 PeopleService shall register with and utilize an electronic verification system or program for all of its new hire employees. This electronic verification system or program now known as the "E-Verify Program", but also may include an equivalent federal program designated by the Department of Homeland Security or another federal agency authorized to verify the work eligibility status of employees. PeopleService shall contractually require all subcontractors performing work under this contract to also register and utilize such electronic verification system for employees hired on or after the Effective Date of this Agreement. PeopleService and all of its subcontractors shall use such electronic verification system to determine the work eligibility status of each new employee physically performing any services under this contract. Any person whom the electronic verification system determines is ineligible or not authorized to work in the United States shall not be permitted by PeopleService or a subcontractor to perform services under this contract.

7.7 As a government contractor, PeopleService must comply with the provisions of

Executive Order 11246, as amended, and other existing laws related to Equal Employment Opportunity (EEO). Part of our commitment to EEO is to take affirmative action to ensure that job seekers are recruited; job applicants are considered for employment opportunities; and employees are treated without regard to their race, gender, color, religion, national origin, age, sexual orientation, gender identity or expression, genetic information, disability or veteran status or any other status protected by law. In addition, the Equal Pay Act of 1963, as amended, prohibits sex discrimination in the payment of wages to women and men performing substantially equal work, in jobs that require equal skill, effort and responsibility, under similar working conditions, in the same establishment.

7.8 Owner agrees not to offer employment to or to hire any current or former employee of PeopleService until twelve (12) months has lapsed since the employee's termination from PeopleService. This restriction shall not apply to employees who worked for the Owner prior to their employment with PeopleService.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date first above written.

PEOPLESERVICE, INC.

CITY OF RIVERSIDE, IOWA

President

Mayor

Attest: _____
Assistant Secretary

Attest: _____
City Clerk

OPERATION AND MAINTENANCE AGREEMENT

EXHIBIT A

Description of Facilities

For purposes of this Agreement, the following water/wastewater utility components are included:

- **WATER SYSTEM:** Water is produced by two (2) water wells and pumped to a 1.2 m.g.d. reverse osmosis treatment plant consisting of an administration building, three (3) skid mounted reverse osmosis membrane treatment units (with space for a fourth train), chemical feed equipment, storage systems, laboratory facilities and an electrical/instrumentation control room. The facility also includes a 500,000 gallon cast in-place concrete finished water reservoir with vertical turbine type high service pumps for pumping the finished water into the distribution system including the one (1) elevated water storage tower. The distribution system consists of mains of various sizes, water valves and fire hydrants. The treatment plant is equipped with back-up power capability.

- **WASTEWATER SYSTEM:** The wastewater collection system consists of various sizes of interceptor mains and includes five (5) lift stations. The wastewater flows to an SBE (sequential batch reactor) treatment plant which is designed to treat average dry weather flow of 0.444 m.g.d. The five day biochemical oxygen demand (BOD₅) loading design is 1,455 lbs/day and the TKN loading is 422 lbs/day. The facility is classified as a Grade II facility by the Department of Natural Resources.

OPERATION AND MAINTENANCE AGREEMENT

EXHIBIT B

Services to be Provided by PeopleService

Except as otherwise provided in the Operation and Maintenance Agreement, and subject to the limitations set forth therein, PeopleService shall provide the following services to Owner in connection with the Facilities:

1. Provide the personnel necessary to manage, operate, and maintain the Owner's water (production, treatment, storage and distribution) and wastewater (collection system including lift stations and treatment) facilities to achieve optimum performance and to maintain equipment for system integrity, within the Owner's budgeted resources.
2. Provide technical training to the water/wastewater operators on treatment process, preventive maintenance techniques, and safety awareness, including the continuing education units (CEU's) necessary for the operating personnel to maintain their licenses.
3. Procure and pay for all consumable supplies, communication services at each treatment plant (voice and data/internet service), chemicals (sodium hypochlorite, anti-scalant, phosphate, sodium hydroxide and fluoride) subject to the limitations contained in section 4.4 of this Agreement), vehicle fuels, materials and services necessary for the safe and efficient day to day operations.
4. Monitor, sample, analyze, and report as required by the Iowa Department of Natural Resources (DNR) in matters related to municipal water supply. Testing of the potable water will include those daily and weekly tests for chlorine residuals, alkalinity, fluoride, hardness, iron, manganese, phosphate, pH, total dissolved solids as well as the coliform bacteria and nitrate tests necessary to maintain the daily

operation of the water treatment system. For any additional testing required by regulatory agencies such as coliform bacteria repeats, total trihalomethanes, haloacetic acids, gross alpha, inorganic chemicals, volatile organic chemical, radio nuclides, lead and copper and sodium, PeopleService shall collect the samples, prepare them for delivery to the appropriate laboratory and ship them. The cost of shipping and laboratory analysis of the samples will be the responsibility of the Owner.

5. Monitor, sample, analyze, and report as required by the Iowa Department of Natural Resources (DNR) with respect to the NPDES permit for wastewater treatment. For the testing required by the current NPDES permit (both influent and effluent CBOD, BOID, TSS, ammonia, pH, TKN, total nitrogen, phosphorus, E. coli, MLSS, settleable solids, DO and temperature) PeopleService shall be responsible for collecting the samples and the laboratory analysis of the samples. For any additional testing required by regulatory agencies but not part of the current NPDES permit, PeopleService shall notify Owner, collect the samples, prepare them for delivery to the outside laboratory and ship them. Owner shall be responsible for the cost of shipping the samples and the cost of the laboratory analysis of the samples.
6. Act as liaison between the Owner and the DNR and the federal E.P.A. in matters relating to compliance with water quality and discharge requirements, and other liaison activities, as required.
7. Be responsible for effluent quality, including liability for fines and civil penalties should permit conditions be violated, while plant loadings and flows are within the design capability of the wastewater treatment plant, but only in those situations where the permit conditions could have been met using existing in-place plant equipment.
8. Coordinate and direct the Owner's bio-solids management program. PeopleService shall use its best efforts to maintain existing disposal sites and secure

additional sites approved by the DNR if needed. Actual disposal of solids shall be performed by the Owner's chosen contractor. All of the contractor's cost and any cost of maintaining or securing additional disposal sites would remain the Owner's responsibility.

9. Implement the use of a comprehensive, preventative maintenance program in an attempt to ensure the projected life expectancy of plant equipment, and will enforce existing equipment warranties and guarantees, and maintain all warranties on any new equipment purchased after the effective date of this Agreement.
10. Be responsible for water meter maintenance including the replacement of malfunctioning meters, and for customer service requests (turn-ons, turn-offs, high bill complaints, etc.). The Owner shall be responsible for scheduling appoints for this work and shall provide the water meters and associated supplies used in replacing meters or for new hookups. PeopleService will read the meters monthly and provide the readings to the Owner's staff for billing purposes.
11. PeopleService will be responsible for flushing fire hydrants annually except for any areas where it is determined that more frequent flushing is required. Hydrant lubrication, flow testing and pumping out wet barrels shall be completed as needed.
12. PeopleService will be responsible for coordinating any repairs to the water distribution or collection system using the Owner's chosen contractor. The excavation must meet OSHA standards to complete the repair while PeopleService will assist in making the actual repair. The Owner or its contractor shall also be responsible for the replacement and resurfacing of all streets or private property, with the Owner being responsible for its own expenses and those of its contractor.
13. Using the Owner's equipment, complete all water/sewer line locates of the portions of the system owned by the Owner and requested by the Iowa One Call System. Any fees required for the Owner to participate in this program shall remain the

responsibility of the Owner. In addition, PeopleService will inspect all new water/sewer taps of the Owner's distribution and interceptor lines.

14. PeopleService will develop, implement and oversee a wastewater collection system cleaning program approved by the Owner using an outside contractor as well as maintain adequate records of the cleaning program. The program shall include cleaning of one fourth (25%) of the Owner's collection system and lift stations each year. All outside contractor costs incurred for opening plugged lines or the annual cleaning program shall remain the responsibility of the Owner.
15. During the initial term of this Agreement, PeopleService shall implement a water valve and manhole inspection program by inspecting as many water valves and manholes as can be located. All data will be documented and will be available for inspection by the Owner.
16. Maintain cleanliness of process equipment and building, and general appearance of all buildings and grounds, and will conduct operations such that nuisances of sight, sound, and odor are eliminated or minimized to the extent reasonably possible. Using the Owner's equipment PeopleService will be responsible for mowing and snow removal at the water and wastewater treatment facilities.
17. Properly secure and protect the utility facilities within the limits of available security devices.
18. Provide a monthly, written report to designated officials of the Owner, summarizing plant performance, production, flows, major projects or accomplishments, and preventive and corrective maintenance activities for the month.
19. Comply with all applicable city, state, and federal laws, regulation, and administrative rules.

20. Use a professional manner in dealing with community groups concerned with any facet of the operation, including tours and other public relations programs.
21. Coordinate and cooperate with the Owner's engineer and contractors to facilitate the completion of any expansion or improvement to the facilities.
22. Serve as a liaison between the Owner and any new or existing major contributing industries, and provide technical assistance to the Owner in consultation to existing industries and to any new industries, in matters relating to their pretreatment process, or agreements with the Owner and DNR.
23. Provide assistance to the Owner for following Value Added Services:
 - * SDWA Amendments (1986) Assessment and Consultation
 - * Water Rates Study
 - * Five-Year Water/Wastewater Capital Improvements Assessment and O&M Budgeting Assistance
 - * Inflow/Infiltration (I/I) Analysis of Wastewater Collection System
 - * Wastewater Rates Study
 - * Industrial Pre-Treatment Investigation
 - * Laboratory Quality Assurance and Quality Control (QA/QC) Program

Miscellaneous

A - PeopleService will provide the necessary information to complete all forms required through the administration of the water and wastewater treatment systems. PeopleService will not be required to pay any fees associated with the licenses or permits required by the state agencies. PeopleService will pay all expenses associated with the individual operator certification.

B - PeopleService will not be responsible for any additional costs associated with any

construction project or upgrades involving the water and/or wastewater systems.

C - For services requested by the Owner in writing, and provided by PeopleService, that are beyond the Scope of Services contained in this Exhibit B, PeopleService shall charge the Owner at the rate of \$50 per hour between the hours of 8:00 a.m. and 5:00 p.m. Monday through Friday (except for holidays). At all other times and during holidays, the billing rate shall be \$75 per hour. Hours billed shall include any required travel time. Owner agrees to pay invoices for said charges in compliance with the terms contained in the paragraph 4.1 of this Agreement.

Lory Young

From: Mayor <mayor@cityofriversideiowa.com>
Sent: Thursday, March 31, 2016 10:11 AM
To: Lory Young
Subject: Agenda

Lory, add a discussion item to the end of the agenda for "Request to explore the possibility of a wireless antenna for Riverside Elementary on water tower". Chris Armstrong is looking into a wireless link between the high school and elementary. Putting an antenna on the water tower would allow them to get a line of sight to both buildings. I want to see if the council is willing to allow them to do a site survey.

No virus found in this message.

Checked by AVG - www.avg.com

Version: 2016.0.7497 / Virus Database: 4545/11923 - Release Date: 03/30/16



PROCLAMATION

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

WHEREAS, the City of Riverside will observe JA Day on April 7, 2016, as an opportunity to recognize and celebrate Junior Achievement of the Heartland for empowering our young people to own their economic success.

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

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

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

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

NOW, THEREFORE, I, Scott Spengler, Mayor of Riverside, do hereby proclaim official recognition of April 7, 2016 as

Junior Achievement Day
in the City of Riverside

Signed: _____

Allen Schneider, Mayor

RESOLUTION #04042016-04

**RESOLUTION TO APPROVE HACH – SPECTROPHOTOMETER
TESTING EQUIPMENT FOR WATER PLANT**

Whereas, the City of Riverside City Council approves the purchase of a Spectrophotometer for the Water Plant from Hach.

Therefore, be it resolved the City of Riverside City Council does hereby approve the cost estimate of \$4,196.00 for the Spectrophotometer from Hach.

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

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

Ayes:

Nays:

Absents:

Signed: _____

Allen Schneider, Mayor

Attest: _____

Lory Young, City Clerk

City of Riverside

Department: 600-5-810-6504

Date: 03-16-2016

Please ship to: City of Riverside
60 N. Greene Street
P.O. Box 188
Riverside, IA 52327

Phone: 319-648-3501
Fax: 319-648-4012

Vendor: Hach

Location: 100 Dayton Ave
Ames, IA 50010
Phone: 800-227-4224

Purchase Order NO. 90015

Quantity	Description of products	Per item Cost	Total
1	DR3900 Spectrophotometer With RFID	4196.00	4196.00

Ordered by Ron Hembry

RESOLUTION #04042016-05

RESOLUTION TO APPROVE MIDLAND SCIENTIFIC – PH METER TESTING EQUIPMENT FOR WATER PLANT

Whereas, the City of Riverside City Council approves the purchase of a pH meter testing equipment for the Water Plant from Midland Scientific.

Therefore, be it resolved the City of Riverside City Council does hereby approve the cost estimate of \$1,691.61 for the testing equipment from Midland Scientific.

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

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

Ayes:

Nays:

Absents:

Signed: _____

Allen Schneider, Mayor

Attest: _____

Lory Young, City Clerk

City of Riverside

Department: Water 600-5-810-6374

Date: 02-18-2016

Please ship to: City of Riverside
60 N. Greene Street
P.O. Box 188
Riverside, IA 52327

Phone: 319-648-3501
Fax: 319-648-4012

Vendor: Midland Scientific

Location: 1202 South 11th Street
Omaha NE 68108
Phone: 800-642-5263
Fax: 402-346-7694

Purchase Order NO. 90005

Quantity	Description of products	Per item Cost	Total
1	Thermo 2115001, Dual Star pH/ISE Meter	1691.61	1691.61

Ordered by Ron Hembry

RESOLUTION #04042016-06

RESOLUTION TO APPROVE MIDLAND SCIENTIFIC – MUFFLE FURNACE AND OVEN TESTING EQUIPMENT FOR SEWER PLANT

Whereas, the City of Riverside City Council approves the purchase of a Muffle Furnace and an Oven testing equipment for the Sewer Plant from Midland Scientific.

Therefore, be it resolved the City of Riverside City Council does hereby approve the cost estimate of \$3,226.70 for the testing equipment from Midland Scientific.

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

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

Ayes:

Nays:

Absents:

Signed: _____

Allen Schneider, Mayor

Attest: _____

Lory Young, City Clerk

City of Riverside

Department: Wastewater 610-5-815-6374

Date: 02-18-2016

Please ship to: City of Riverside
60 N. Greene Street
P.O. Box 188
Riverside, IA 52327

Phone: 319-648-3501
Fax: 319-648-4012

Vendor: Midland Scientific

Location: 1202 South 11th Street
Omaha NE 68108
Phone: 800-642-5263
Fax: 402-346-7694

Purchase Order NO. 90006

Quantity	Description of products	Per item Cost	Total
1	TMO FB1415M Muffle Furnace	1322.28	1322.28
1	TMO PR305225M Oven, mechanical	1904.42	1904.42

~~# 3226.70~~

Ordered by Ron Hembry

RESOLUTION #04042016-07

**RESOLUTION APPROVING STREET MAINTENANCE COST
ESTIMATE FROM L.L. PELLING**

Whereas, the City of Riverside City Council at the recommendation of L.L. Pelling and the Street Maintenance Person, Bryan Lenz, the estimate for street repairs and maintenance for the City of Riverside.

Therefore, be it resolved the City of Riverside City Council does hereby accept the cost estimates of the repairs and maintenance in the amount of \$33,475.00 from L.L. Pelling.

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

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

Ayes:

Nays:

Absents:

Signed: _____

Allen Schneider, Mayor

Attest: _____

Lory Young, City Clerk

PROPOSAL

City of Riverside
Attn: City Clerk
PO Box 188
Riverside, IA 52327-0188



WWW.LLPELLING.COM

1425 W. Penn Street P.O. Box 230 North Liberty, Iowa 52317

(319) 626-4600 FAX (319) 626-4605

WE PROPOSE TO DO THE FOLLOWING WORK AND/OR FURNISH THE MATERIALS AT THE UNIT PRICE QUOTED BELOW:

Page 1

RE: 2016 Sealcoat Work

Description of Work:

Type A Work

- A. Base repair and single seal coat consisting of:
 - Scarify and pulverize existing street surface
 - Furnish water as required for compaction, reshape and recompact.
 - Furnish and apply single seal coat of MC-3000 asphalt
 - Furnish, spread and roll 3/8" chips.

Type B Work

- B. Single seal coat consisting of:
 - Power broom streets
 - Furnish and apply single seal coat of MC-3000 asphalt
 - Furnish, spread and roll 3/8" chips.

NOTES:

- 1. Billing on final units completed.

Authorized Signature Bob Donohoe

Note: This proposal may be withdrawn if not accepted within 30 days.

All work & materials will be according to specifications submitted or per standard practices. Any alteration or deviation from the above specifications involving extra cost will become an extra charge over and above the estimate. Items bid per Unit of Measure are based on estimated quantities, and payment will be based on actual quantities placed. Payment is due upon receipt of invoice. 1 3/4% Service Fee will be charged on all past due accounts (21% per annum). Any expense incurred to collect past due accounts, including attorney fees, will be reimbursed by owner.

Acceptance of Proposal The above prices, specifications and conditions are satisfactory and hereby accepted. You are authorized to do the work as specified. Payment will be due upon receipt of invoice. I will retain the white copy for my records and return the yellow copy for authorization to schedule work.

Signature _____ Date _____

Signature _____ Date _____

PROPOSAL

City of Riverside

Attn: City Clerk

PO Box 188

Riverside, IA 52327-0188

Phone: (319) 648-3501

Fax: (319) 648-4012



WWW.LLPELLING.COM

1425 W. Penn Street P.O. Box 230 North Liberty, Iowa 52317

(319) 626-4600 FAX (319) 626-4605

WE PROPOSE TO DO THE FOLLOWING WORK AND/OR FURNISH THE MATERIALS AT THE UNIT PRICE QUOTED BELOW:

Page 2

Street	From	To	L (ft)	W (ft)	TYPE OF WORK (SY)		Total
					Type A	Type B	
PARKING	WEST END		A			-	\$ -
			B	110	24		293
OAK ST.	BOISE	WEST	A			-	\$ -
			B	75	20		167
BOISE CT.	EAST END	WEST	A			-	\$ -
			B	300	18		600
	#321	WEST	A			-	\$ -
			B	100	18		200
3RD.ST.	ELLA	GREENE	A			-	\$ -
			B	315	22		770
	GREENE	WEST(NORTHSIDE)	A			-	\$ -
			B	200	12		267
ST.MARY	ELLA	EAST	A			-	\$ -
			B	785	18		1,570
PALM ST.	VINE	NORTH END	A			-	\$ -
			B	985	20		2,189
ALLEY'S	GLASGLOW	HWY#22	A			-	\$ -
			B	1711	11		2,091
Summary of Work			Unit of Measure	Quantity	Unit Cost	Total	

NOTES: Billing on final units completed.

Date: 3/8/2016

Authorized Signature

Bob Donohoe

Note: This proposal may be withdrawn if not accepted within 30 days.

All work & materials will be according to specifications submitted or per standard practices. Any alteration or deviation from the above specifications involving extra cost will become an extra charge over and above the estimate. Items bid per Unit of Measure are based on estimated quantities, and payment will be based on actual quantities placed. Payment is due upon receipt of invoice. 1 3/4% Service Fee will be charged on all past due accounts (21% per annum). Any expense incurred to collect past due accounts, including attorney fees, will be reimbursed by owner.

Acceptance of Proposal The above prices, specifications and conditions are satisfactory and hereby accepted. You are authorized to do the work as specified. Payment will be due upon receipt of invoice. I will retain the white copy for my records and return the yellow copy for authorization to schedule work.

Signature _____ Date _____

Signature _____ Date _____

PROPOSAL

City of Riverside
 Attn: City Clerk
 PO Box 188
 Riverside, IA 52327-0188



WWW.LLPELLING.COM

1425 W. Penn Street P.O. Box 230 North Liberty, Iowa 52317

(319) 626-4600 FAX (319) 626-4605

WE PROPOSE TO DO THE FOLLOWING WORK AND/OR FURNISH THE MATERIALS AT THE UNIT PRICE QUOTED BELOW:

Page 3

Street	From	To	L (ft)	W (ft)	TYPE OF WORK (SY)		Total
					Type A	Type B	
	WASHINGTON	SCHNOEBELEN	A			-	\$ -
			B	2305	11		2,817
	WASHINGTON	EAST END	A			-	\$ -
			B	895	11		1,094
	2ND.ST.	SOUTH	A			-	\$ -
			B	240	12		320
SCHNOEBELEN	3RD.ST.	NORTH	A			-	\$ -
			B	350	16		622
			A			-	\$ -
			B				-
			A			-	\$ -
			B				-
			A			-	\$ -
			B				-
			A			-	\$ -
			B				-
			A			-	\$ -
			B				-

Summary of Work	Unit of Measure	Quantity	Unit Cost	Total
Type B Work	Square Yd	13,000	\$ 2.05	\$ 26,650.00
Cold Mix Patching	per ton	35.00	\$ 195.00	\$ 6,825.00
				\$ 33,475.00

NOTES: Billing on final units completed.

Date: 3/5/2016

Authorized Signature

Bob Donohoe

Note: This proposal may be withdrawn if not accepted within 30 days.

All work & materials will be according to specifications submitted or per standard practices. Any alteration or deviation from the above specifications involving extra cost will become an extra charge over and above the estimate. Items bid per Unit of Measure are based on estimated quantities, and payment will be based on actual quantities placed. Payment is due upon receipt of invoice. 1 3/4% Service Fee will be charged on all past due accounts (21% per annum). Any expense incurred to collect past due accounts, including attorney fees, will be reimbursed by owner.

Acceptance of Proposal The above prices, specifications and conditions are satisfactory and hereby accepted. You are authorized to do the work as specified. Payment will be due upon receipt of invoice. I will retain the white copy for my records and return the yellow copy for authorization to schedule work.

Signature _____ Date _____

Signature _____ Date _____

RESOLUTION #04042016-08

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVERSIDE,
IOWA APPROVING THE APPLICATION FOR THE PURPOSE OF
RECEIVING BENEFITS FROM THE WASHINGTON COUNTY
RIVERBOAT FOUNDATION**

Whereas, the Washington County Riverboat Foundation has grants funds available that target Community Development and Beautification, Economic Development, Arts and Education, Human and Social Needs, and

Whereas, the Washington County Riverboat Foundation has a grant application cycle for Grants, and, the City of Riverside is supportive of these targets for improvements to the community and County, and one or more applications from the City of Riverside, Iowa deals with tourism.

Now, therefore be it resolved, by the City Council of the City of Riverside, Iowa that the City authorizes the following grant application to be submitted to the Washington County Riverboat Foundation for the Spring 2016 grant cycle for a Three Seasons Shelter at Hall Park in the amount of \$150,000.00

Motion made by Councilperson _____, seconded by Councilperson _____ to pass the foregoing resolution.

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

Ayes:

Nays:

Abstain/Absent:

Signed: _____
Allen Schneider, Mayor

Attest: _____
Lory Young, City Clerk

AGE OF WATER METERS						
1-3 YRS OLD	4-6 YRS OLD	7-9 YRS OLD	10-12 YRS OLD	13 -15 YRS OLD	16 - 20 YRS OLD	TOTAL METERS
31	30	50	31	51	325	518
5.98%	5.79%	9.65%	5.98%	9.85%	62.74%	100.00%



FERGUSON WATERWORKS #2516
 1917 1ST AVE N
 FARGO, ND 58102-4118

Deliver To: bradley.klein@ferguson.com
 From: Bradley Klein
 Comments:

16:28:33 APR 01 2016

FERGUSON WATERWORKS #2516

Price Quotation
 Phone : 701-293-5511
 Fax : 701-232-8129

Page # 1

Bid No.....: B060239

Bid Date.....: 11/18/15

Quoted By.: BCK

Cust 815-756-2800

Terms.....: NET 10TH PROX

Customer: DEKALB FORMAL QUOTE
 1720 STATE ST
 DEKALB, IL 60115-2617

Ship To: DEKALB FORMAL QUOTE
 1720 STATE ST
 DEKALB, IL 60115-2617

Cust PO#...: RIVERSIDE, IA

Job Name: 2016 METER PROGRAM

Item	Description	Quantity	Net Price	UM	Total
	RIVERSIDE IOWA 2016 METER PROGRAM FIXED BASE ADD ON ----- ----				
	METERS WITH RADIO'S				
NED2B11REG2	5/8X3/4 T10 MTR ECDR USG INSIDE	518	110.500	EA	57239.00
N13341200	R900 V4 WALL MIU	518	97.500	EA	50505.00
M74620F	LF 3/4 STR MTR COUP W/ WIRE H	1036	11.672	EA	12092.19
	----- ----				
	WALK BY READER				
N13193001	TRIMBLE NOMAD 900B HH	1	2450.000	EA	2450.00
N13245001	TRIMBLE NOMAD CHARGING CRADLE	1	420.000	EA	420.00
N13302000	R900 BELT CLIP TRANSCEIVER	1	2450.000	EA	2450.00
	----- ----				
	FIXED BASE ITEMS				
SP-N13458100	R900 GATEWAY V4 ETHERNET INCLUDES: RF ANTENNA 150W SOLAR PANEL ASSEMBLY MOUNTING ACCESSORIES ADDITIONAL CABLEING ----	3	15000.000	EA	45000.00
	SOFTWARE & TRAINING				
SP-NSIGHTPLUS5	N SIGHT PLUG 5.0 SOFTWARE	1	20000.000	EA	20000.00
SP-N13186100M	N_SIGHT FIXED BASE SOFTWARE MAINT	1	18500.000	EA	18500.00
SP-N13487001	N- SIGHT PLUS STAND REPORTING MOD.	1	1000.000	EA	1000.00



FERGUSON WATERWORKS #2516

Price Quotation

Page # 2

16:28:33 APR 01 2016

Phone : 701-293-5511

Fax : 701-232-8129

Reference No: B060239

Item	Description	Quantity	Net Price	UM	Total
N12699000	MRX MAPPING SFWR	1	8000.000	EA	8000.00

	INSTALLATION				
NWWSWMIL	WATER METER INSTALLATION LABOR	518	65.000	EA	33670.00
Net Total:					\$251326.19
Tax:					\$0.00
Freight:					\$0.00
Total:					\$251326.19

Quoted prices are based upon receipt of the total quantity for immediate shipment (48 hours). SHIPMENTS BEYOND 48 HOURS SHALL BE AT THE PRICE IN EFFECT AT TIME OF SHIPMENT UNLESS NOTED OTHERWISE. Seller not responsible for delays, lack of product or increase of pricing due to causes beyond our control, and/or based upon Local, State and Federal laws governing type of products that can be sold or put into commerce. This quote is offered contingent upon the buyer's acceptance of Seller's terms and conditions, which are incorporated by reference and found either following this document, or on the web at http://wolseley.com/terms_conditionsSale.html.
Govt Buyers: All items are open market unless noted otherwise.

LEAD LAW WARNING: It is illegal to install products that are not "lead free" in accordance with US Federal or other applicable law in potable water systems anticipated for human consumption. Products with *NP in the description are NOT lead free and can only be installed in non-potable applications. Buyer is solely responsible for product selection.



FERGUSON WATERWORKS #2516
 1917 1ST AVE N
 FARGO, ND 58102-4118

Deliver To: bradley.klein@ferguson.com
 From: Bradley Klein
 Comments:

14:14:15 APR 01 2016

FERGUSON WATERWORKS #2516

Page # 1

Price Quotation

Phone : 701-293-5511

Fax : 701-232-8129

Bid No.....: B063190

Bid Date.....: 02/22/16

Quoted By.: BCK

Cust 815-756-2800

Terms.....: NET 10TH PROX

Customer: DEKALB FORMAL QUOTE
 1720 STATE ST
 DEKALB, IL 60115-2617

Ship To: DEKALB FORMAL QUOTE
 1720 STATE ST
 DEKALB, IL 60115-2617

Cust PO#...: RIVERSIDE, IA

Job Name: 2016 METER PROGRAM

Item	Description	Quantity	Net Price	UM	Total
	RIVERSIDE IOWA 2016 METER PROGRAM MOBILE OPTION (518 METERS) ----- ----				
	METERS WITH RADIO'S				
NED2B11REG2	5/8X3/4 T10 MTR ECDR USG INSIDE	518	110.500	EA	57239.00
N13341200	R900 V4 WALL MIU	518	97.500	EA	50505.00
M74620F	LF 3/4 STR MTR COUP W/ WIRE H	1036	11.672	EA	12092.19
	----- WALK BY READER				
N13193001	TRIMBLE NOMAD 900B HH	1	2450.000	EA	2450.00
N13245001	TRIMBLE NOMAD CHARGING CRADLE	1	420.000	EA	420.00
N13302000	R900 BELT CLIP TRANSCEIVER	1	2450.000	EA	2450.00
	----- MOBILE READER				
N13120000	MRX920 MOBILE DATA COLLECTOR CITY TO SUPPLY A LAPTOP	1	9500.000	EA	9500.00
	----- SOFTWARE				
N12661100N	ARB N_SIGHT MOBILE HOST SOFTWARE	1	5000.000	EA	5000.00
	----- INSTALLATION				
NWWWSMIL	WATER METER INSTALLATION LABOR	530	65.000	EA	34450.00

Net Total: \$174106.19

Tax: \$0.00

Freight: \$0.00



FERGUSON WATERWORKS #2516
 1917 1ST AVE N
 FARGO, ND 58102-4118

Deliver To: bradley.klein@ferguson.com
 From: Bradley Klein
 Comments:

14:16:09 APR 01 2016

FERGUSON WATERWORKS #2516

Page # 1

Price Quotation
 Phone : 701-293-5511
 Fax : 701-232-8129

Bid No.....: B063190
Bid Date.....: 02/22/16
Quoted By.: BCK

Cust 815-756-2800
Terms.....: NET 10TH PROX

Customer: DEKALB FORMAL QUOTE
 1720 STATE ST
 DEKALB, IL 60115-2617

Ship To: DEKALB FORMAL QUOTE
 1720 STATE ST
 DEKALB, IL 60115-2617

Cust PO#...: RIVERSIDE, IA

Job Name: 2016 METER PROGRAM

Item	Description	Quantity	Net Price	UM	Total
	RIVERSIDE IOWA 2016 METER PROGRAM MOBILE OPTION (457 METERS) ----- ----				
	METERS WITH RADIO'S				
NED2B11REG2	5/8X3/4 T10 MTR ECDR USG INSIDE	457	110.500	EA	50498.50
N13341200	R900 V4 WALL MIU	457	97.500	EA	44557.50
M74620F	LF 3/4 STR MTR COUP W/ WIRE H	914	11.672	EA	10668.21
	----- WALK BY READER				
N13193001	TRIMBLE NOMAD 900B HH	1	2450.000	EA	2450.00
N13245001	TRIMBLE NOMAD CHARGING CRADLE	1	420.000	EA	420.00
N13302000	R900 BELT CLIP TRANSCEIVER	1	2450.000	EA	2450.00
	----- MOBILE READER				
N13120000	MRX920 MOBILE DATA COLLECTOR CITY TO SUPPLY A LAPTOP	1	9500.000	EA	9500.00
	----- SOFTWARE				
N12661100N	ARB N_SIGHT MOBILE HOST SOFTWARE	1	5000.000	EA	5000.00
	----- INSTALLATION				
NWWWWMIL	WATER METER INSTALLATION LABOR	457	65.000	EA	29705.00
FNACC	NEPTUNE - ACCESSORIES INSTALL	61	45.000	EA	2745.00

Net Total: \$157994.21
Tax: \$0.00
Freight: \$0.00



FERGUSON WATERWORKS #2516
 1917 1ST AVE N
 FARGO, ND 58102-4118

Deliver To: bradley.klein@ferguson.com
 From: Bradley Klein
 Comments:

14:17:36 APR 01 2016

FERGUSON WATERWORKS #2516

Page # 1

Price Quotation
 Phone : 701-293-5511
 Fax : 701-232-8129

Bid No.....: B063190
Bid Date.....: 02/22/16
Quoted By.: BCK

Cust 815-756-2800
Terms.....: NET 10TH PROX

Customer: DEKALB FORMAL QUOTE
 1720 STATE ST
 DEKALB, IL 60115-2617

Ship To: DEKALB FORMAL QUOTE
 1720 STATE ST
 DEKALB, IL 60115-2617

Cust PO#...: RIVERSIDE, IA

Job Name: 2016 METER PROGRAM

Item	Description	Quantity	Net Price	UM	Total
	RIVERSIDE IOWA 2016 METER PROGRAM MOBILE OPTION (407 METERS) ----- ----				
	METERS WITH RADIO'S				
NED2B11REG2	5/8X3/4 T10 MTR ECDR USG INSIDE	407	110.500	EA	44973.50
N13341200	R900 V4 WALL MIU	407	97.500	EA	39682.50
M74620F	LF 3/4 STR MTR COUP W/ WIRE H	814	11.672	EA	9501.01
	----- WALK BY READER				
N13193001	TRIMBLE NOMAD 900B HH	1	2450.000	EA	2450.00
N13245001	TRIMBLE NOMAD CHARGING CRADLE	1	420.000	EA	420.00
N13302000	R900 BELT CLIP TRANSCEIVER	1	2450.000	EA	2450.00
	----- MOBILE READER				
N13120000	MRX920 MOBILE DATA COLLECTOR CITY TO SUPPLY A LAPTOP	1	9500.000	EA	9500.00
	----- SOFTWARE				
N12661100N	ARB N_SIGHT MOBILE HOST SOFTWARE	1	5000.000	EA	5000.00
	----- INSTALLATION				
NWWSWMIL	WATER METER INSTALLATION LABOR	407	65.000	EA	26455.00
FNACC	NEPTUNE - ACCESSORIES INSTALL	111	45.000	EA	4995.00

Net Total: \$145427.01
Tax: \$0.00
Freight: \$0.00



FERGUSON WATERWORKS #2516
 1917 1ST AVE N
 FARGO, ND 58102-4118

Deliver To: bradley.klein@ferguson.com
 From: Bradley Klein
 Comments:

14:44:44 APR 01 2016

FERGUSON WATERWORKS #2516
 Price Quotation
 Phone : 701-293-5511
 Fax : 701-232-8129

Page # 1

Bid No.....: B060239
Bid Date....: 11/18/15
Quoted By.: BCK

Cust 815-756-2800
Terms.....: NET 10TH PROX

Customer: DEKALB FORMAL QUOTE
 1720 STATE ST
 DEKALB, IL 60115-2617

Ship To: DEKALB FORMAL QUOTE
 1720 STATE ST
 DEKALB, IL 60115-2617

Cust PO#...: RIVERSIDE, IA

Job Name: 2016 METER PROGRAM

Item	Description	Quantity	Net Price	UM	Total
	RIVERSIDE IOWA 2016 METER PROGRAM FIXED BASE ADD ON ----- ----				
SP-N13458100	FIXED BASE ITEMS R900 GATEWAY V4 ETHERNET INCLUDES: RF ANTENNA 150W SOLAR PANEL ASSEMBLY MOUNTING ACCESSORIES ADDITIONAL CABLEING -----	3	15000.000	EA	45000.00
SP-NSIGHTPLUS5	HOSTING BY NEPTUNE THIS IS AN ANNUAL CHARGE N SIGHT PLUG 5.0 SOFTWARE INCLUDES ALL ASPECTS TO RUN, MANANGE, AND MAINTAIN FIXED BASE SOFTWARE	1	12000.000	EA	12000.00

Net Total: \$57000.00
Tax: \$0.00
Freight: \$0.00
Total: \$57000.00

Quoted prices are based upon receipt of the total quantity for immediate shipment (48 hours). SHIPMENTS BEYOND 48 HOURS SHALL BE AT THE PRICE IN EFFECT AT TIME OF SHIPMENT UNLESS NOTED OTHERWISE. Seller not responsible for delays, lack of product or increase of pricing due to causes beyond our control, and/or based upon Local, State and Federal laws governing type of products that can be sold or put into commerce. This quote is offered contingent upon the buyer's acceptance of Seller's terms and conditions, which are incorporated by reference and found either following this document, or on the web at http://wolseleyna.com/terms_conditionsSale.html.
 Govt Buyers: All items are open market unless noted otherwise.

LEAD LAW WARNING: It is illegal to install products that are not "lead free" in accordance with US Federal or other applicable law in potable water systems anticipated for human consumption. Products with *NP in the description are NOT lead free and can only be installed in