

**CITY OF RIVERSIDE COUNCIL TENTATIVE AGENDA**

**RIVERSIDE CITY HALL COUNCIL CHAMBERS**

**60 N GREENE STREET**

**Monday, May 16, 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 **pg 1-8**
  1. a) Expenditures 05/16/16
  1. b) Minutes from 05/02/16
  1. c) Liquor Permit – Kum & Go
  1. d) Tobacco Permit – Casey's
2. Committee Reports:
3. Citizens Comments
4. Northland Securities **pg 9-20**
5. Resolution #05162016-01 "Bond Purchase Agreement for sale of Bonds for Ella St" **pg 21-39**
6. MMS Updates (Some items may need a motion) **pg 40-55**
  - Ella Street Project
  - Casey's Sewer Discussion
  - Cherry Lane Subdivision
  - Pioneer Street Drainage Project
  - Duffey's Cycle Shop Area
7. Resolution #05162016-02 "Ella Street Change Order #3 – Additional Water Main, Fittings, and Bends in the amount of \$5,738.25. **pg 56-57**

8. Resolution #05162016-03 "Ella Street Change Order #4 – Removal of Tree Stumps in the amount of \$650.00. pg 58-59
9. Monthly Water & Waste Water Report pg 60-62
10. Resolution #05162016-04 "Transfer of Funds per Certified Budget Fiscal Year 2015-2016" pg 63-64
11. Tree Removal in City Right of Way at 60 E 4<sup>th</sup> Street
12. Cherry Lane Covenants – Manufactured Home Wording pg 65-66
13. Direction for Water Meters at the Casino – Unit 321 & 322 pg 67-83
14. Ball Association & City Insurance Coverage at Ball Fields
15. Set the Date for Work Sessions
16. Clerk Comments
17. City Council Comments & Requests for Information with a majority vote
18. Adjourn Council Meeting

Approved: \_\_\_\_\_ Date: \_\_\_\_\_

Allen Schneider, Mayor

EXPENDITURES 5/16/16					
PUBLICATIONS					
		UNPAID BILLS			
BUSINESS RADIO	RVFD	001-5-150-6356	\$ 135.30		
CARDINAL SIGN	QUILT BLOCK	145-5-650-6430	\$ 787.00		
CARUS	CHEMICALS	600-5-810-6501	\$ 1,397.06		
CITY TRACTOR	MOWER REPAIR	001-5-430-6325	\$ 481.05		
ECICOG	ZONING	001-5-650-6499	\$ 498.00		
ELDER SERVICES	CITIZEN'S CONTRIBUTION	001-5-460-6150	\$ 500.00		
ELDER SERVICES	CITY CONTRIBUTION	001-5-460-6160	\$ 673.00	\$ 1,173.00	
FASTNAL	PARK SUPPLY	001-5-430-6504	\$ 4.32		
HACH	WASTE WATER	610-5-815-6507	\$ 4,683.15		
HEMBRY, RON	SHOE ALLOWANCE	610-5-815-6181	\$ 125.00		
HOLIDAY INN	CONFERENCE	001-5-650-6240	\$ 129.89		
I TECH	MAY COMPUTER MAINT.	001-5-650-6497	\$ 155.00		
IA ASSOC. OF MUNICIPAL UTILITES	MEMBERSHIP	001-5-650-6210	\$ 517.83		
IOWA FIRE EQUIPMENT CO.	FIRE EXTINGUISHERS	001-5-460-6310	\$ 85.54		
IOWA FIRE EQUIPMENT CO.	FIRE EXTINGUISHERS	001-5-650-6310	\$ 85.54		
IOWA FIRE EQUIPMENT CO.	FIRE EXTINGUISHERS	001-5-210-6372	\$ 258.50		
IOWA FIRE EQUIPMENT CO.	FIRE EXTINGUISHERS	001-5-430-6325	\$ 80.70		
IOWA FIRE EQUIPMENT CO.	FIRE EXTINGUISHERS	600-5-810-6507	\$ 192.90		
IOWA FIRE EQUIPMENT CO.	FIRE EXTINGUISHERS	610-5-815-6504	\$ 353.65	\$ 1,056.83	
IOWA ONE CALL	APRIL LOCATES	600-5-810-6374	\$ 37.50		
IOWA ONE CALL	APRIL LOCATES	610-5-815-6374	\$ 37.50	\$ 75.00	
IOWA SOLUTIONS	DOMAIN REGISTRATION	001-5-650-6494	\$ 100.00		
IOWA STATE UNIV.	RVFD TRAINING	001-5-150-6354	\$ 50.00		
JOHN'S	PARKS	001-5-430-6325	\$ 5.44		
JOHNSON COUNTY REFUSE	MAY CONTRACT	670-5-840-6499	\$ 1,719.50		
KALONIAL TREE SERVICE	APRIL 6 LIMB PICK-UP	001-5-510-6320	\$ 1,062.50		
MARTIN GARDNER ARCH.	COMMUNITY CENTER SCHEMATIC DESIGN	301-5-750-6786	\$ 1,006.25		
MID AMERICAN ENERGY	SHOP	001-5-210-6371	\$ 138.09		
MID AMERICAN ENERGY	RVFD	001-5-150-6330	\$ 214.35		
MID AMERICAN ENERGY	CITY HALL	001-5-650-6371	\$ 72.45		
MID AMERICAN ENERGY	COMM. BUILD.	001-5-460-6371	\$ 58.04	\$ 482.93	
MIDLAND SCIENTIFIC	WATER EXPENSE	600-5-810-6374	\$ 1,691.61		
MIDLAND SCIENTIFIC	SEWER EXPENSE	610-5-815-6374	\$ 3,226.70	\$ 4,918.31	
MMS CONSULTANTS	GENERAL ENGINEERING/ZONING	001-5-650-6407	\$ 253.37		
MMS CONSULTANTS	ELLA STREET	301-5-750-6782	\$ 18,950.00		
MMS CONSULTANTS	TENER	001-5-650-6407	\$ 119.00		
MMS CONSULTANTS	DUFFEY LOT	001-5-210-6407	\$ 223.00	\$ 19,545.37	
OFFICE EXPRESS	OFFICE SUPPLY	001-5-650-6506	\$ 99.55		
PETROLEUM SERVICES CO.	FUEL	110-5-210-6331	\$ 1,738.26		
PJ GREUFE	HR AUDIT	001-5-650-6499	\$ 5,040.00		
REC	SIGN	001-5-430-6371	\$ 104.37		
REC	SEWER EXPENSE	610-5-815-6371	\$ 3,855.70		
REC	SHOP	001-5-210-6371	\$ 26.04		
REC	WATER PLANT	600-5-810-6371	\$ 1,639.92		
REC	CASINO LIFT	610-5-815-6371	\$ 268.06		
REC	TRAFFIC LIGHT	001-5-230-6371	\$ 140.82	\$ 6,034.91	
RIVERSIDE TRAVEL MART	FIRE TRUCK FUEL	001-5-150-6350	\$ 118.42		
SANDRY FIRE SUPPLY	FIRE DEPT.	001-5-150-6356	\$ 1,761.03		
SCHIMBERG	WATER PLANT	600-5-810-6504	\$ 11.31		
SCHNOEBELEN INC	WASTE WATER	610-5-815-6507	\$ 12.90		
SCHNOEBELEN INC	PARKS	001-5-430-6320	\$ 3.92	\$ 16.82	
STANDARD PEST CONTROL	MAY SERVICE	001-5-650-6310	\$ 40.00		
STATE HYGIENIC LAB	PWS TESTING	600-5-810-6490	\$ 101.50		
STATE HYGIENIC LAB	REF TESTING	610-5-815-6490	\$ 1,436.00	\$ 1,537.50	
STUTSMANS	PARKS	001-5-430-6320	\$ 122.80		
UPS	SHIPPING	600-5-810-6508	\$ 131.14		
VISA	POSTAGE	001-5-650-6508	\$ 10.85		
VISA	BINGO	001-5-650-6497	\$ 14.47		
VISA	USTREAM	001-5-650-6497	\$ 99.00		
VISA	PARKS	001-5-430-6325	\$ 63.58		
VISA	CONFERENCE	001-5-650-6240	\$ 571.44	\$ 759.34	
WASHINGTON CO. RECORDER	RECORDING FEE	001-5-650-6401	\$ 74.00		
WASHINGTON PEST & TERMITE	RVFD	001-5-150-6310	\$ 75.00		
YOTTY'S	PARKS	001-5-430-6325	\$ 5.08		
	PAID BILLS		\$ 57,673.89		
WATER REFUNDS		\$ 452.35			
IPERS	CONTRIBUTIONS - APRIL 2016	\$ 2,798.05			
IOWA DEPT OF REVENUE	IOWA WITHHOLDINGS -APRIL 2016	\$ 910.00			
IOWA DEPT OF REVENUE	IOWA SALES TAX - APRIL 2016	\$ 2,594.66			
PAYROLL	PAYCHECKS - APRIL 2016	\$ 13,480.69			
IRS	941 TAX DEPOSIT - APRIL 2016	\$ 5,017.92			
	TOTAL PAID BILLS		\$ 25,253.67		
	TOTAL EXPENDITURES		\$ 82,927.56		

*WJ ATP*

APRIL 2016 REVENUES & EXPENSES:		REVENUES	EXPENSES
GENERAL FUND		\$ 320,590.10	\$ 88,549.64
ROAD USE TAX FUND		\$ 7,302.67	\$ -
LOCAL OPTION SALES TAX		\$ 7,302.99	\$ -
CASINO REVENUE FUND		\$ 97,700.89	\$ 12,442.67
CAPITAL PROJECTS FUND		\$ -	\$ 20,395.40
WATER FUND		\$ 28,270.04	\$ 27,267.59
SEWER FUND		\$ 26,080.26	\$ 28,059.67
GARBAGE/LANDFILL FUND		\$ 1,957.61	\$ 1,719.50
STORM WATER FUND		\$ 1,517.01	\$ -
TOTAL		\$ 490,721.57	\$ 178,434.47

PACKET: 02770 EXPENDITURES 5-16-16 BL

VENDOR SET: 01 City of Riverside

SEQUENCE : ALPHABETIC

DUE TO/FROM ACCOUNTS SUPPRESSED

-----ID-----	ITM DATE	GROSS	P.O. #			
	BANK CODE	DISCOUNT	G/L ACCOUNT	--ACCOUNT NAME--	DISTRIBUTION	

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

BANK	YEAR	ACCOUNT	NAME	AMOUNT	ANNUAL BUDGET	BUDGET OVER AVAILABLE	OVER BUDG	ANNUAL BUDGET	BUDGET OVER AVAILABLE	OVER BUDG
		301-5-750-6786	COMMUNITY CENTER PROJECT	1,006.25	0	15,096.50-	Y	1,433,184	153,185.28-	Y
		600-2020	ACCOUNTS PAYABLE	5,240.44-*						
		600-5-810-6371	ELECTRIC AND GAS	1,639.92	32,000	5,234.19		255,054	41,399.99	
		600-5-810-6374	WATER EXPENSE	1,766.61	20,000	6,803.19		255,054	41,273.30	
		600-5-810-6490	WATER SAMPLE TESTING	101.50	8,750	7,460.50		255,054	42,938.41	
		600-5-810-6501	CHEMICALS	1,397.06	25,000	7,767.61		255,054	41,642.85	
		600-5-810-6504	REPLACEMENT ITEMS	11.31	5,000	3,883.58		255,054	43,028.60	
		600-5-810-6507	OPERATING EXPENSES & SUP	192.90	3,000	5,430.23-	Y	255,054	42,847.01	
		600-5-810-6508	POSTAGE - WATER	131.14	2,000	229.92-	Y	255,054	42,908.77	
		610-2020	ACCOUNTS PAYABLE	13,961.16-*						
		610-5-815-6181	UNIFORMS	125.00	1,000	122.79-	Y	236,670	47,330.64	
		610-5-815-6371	ELECTRIC & GAS	4,123.76	58,000	6,050.91		236,670	43,331.88	
		610-5-815-6374	SEWER EXPENSE	3,226.70	15,000	4,807.00		236,670	44,228.94	
		610-5-815-6490	SAMPLE TESTING - HYGENIC	1,436.00	8,750	5,643.50-	Y	236,670	46,019.64	
		610-5-815-6504	REPLACEMENT ITEMS	353.65	5,000	3,488.36		236,670	47,101.99	
		610-5-815-6507	OPERATING SUPPLIES	4,696.05	5,000	4,307.51-	Y	236,670	42,759.59	
		670-2020	ACCOUNTS PAYABLE	1,719.50-*						
		670-5-840-6499	JOHNSON CO REFUGE	1,719.50	22,500	3,585.50		23,700	4,185.50	
		999-1330	DUE FROM OTHER FUNDS	57,673.89 *						
			** 2015-2016 YEAR TOTALS	57,673.89						

*✓w/Exp.*

TOTAL ERRORS: 0

TOTAL WARNINGS: 0

\*\* END OF REPORT \*\*

RIVERSIDE CITY COUNCIL MEETING; May 2, 2016

The Riverside Council meeting opened at 6:30 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 Weber to approve agenda, moving item #18 up with MMS updates. Passed 5-0.

Motion by Sexton to approve consent agenda, minutes, and expenditures. Second by Schnoebelen, passed 5-0.

Committee Reports; Sexton reported on sidewalk committee meeting on Ella Street. MMS will explain concerns in their report.

Citizens Comments; Larry Simon asked about fire hydrant flushing. Would like to have a schedule published of where and when they are to be flushed.

Becky Harkema of Washington YMCA, and Ryan Schlabaugh of Kalona discussed options with the City for a possible Exercise Room/Fitness Center in Riverside. Council will include this topic at a future work session.

Mayor Schneider opened Public Hearing on proposal to enter into a General Obligation Corporate Purpose Loan Agreement and to borrow money thereunder in a principal amount not to exceed \$1,300,000 at 7:01 pm. There were no written or oral comments. Citizen Chris Kirkwood cautioned Council about this agreement, and asked why they were borrowing so much money. Mayor closed Public Hearing at 7:12 pm.

Schneider moved to enter into Closed Session for Real Estate – Iowa Code Chapter 21.5 (j) at 7:14 pm. Second by Redlinger, passed 5-0. Schneider moved to return to open session at 7:45 pm. Second by Sexton, passed 5-0.

Sexton moved to proceed as directed by council. Second by Schneider, passed 5-0.

Glen Meisner of MMS gave update to council on Capital Improvement projects. Ella Street project has increased from the original plan. He is requesting addition fees to compensate for increased work. Meisner presented Change Orders 1 & 2, along with Pay Request #1. Discussion held on side walk placement, width of sidewalk, and placement of street. Side walk width was tabled to gather more information. Boise Street seeding is complete. Cherry Street Plats are going to P&Z for approval, planning continues for Casey's sewer issue. Schneider moved to have city fill and seed ditch at Duffy's Cycle Shop. Second by Schnoebelen, passed 5-0.

Jared Miller of Kalonial Lawn Care addressed council about stick/limb pick-up for the City. Riverside is the only community in this area that provides this service for their residents. People

are abusing program with trash, pet waste, and yard clippings. The service is only for fallen branches from the wind, not whole tree removal. Schneider moved to continue the service for the summer for fallen brush only. Second by Schnoebelen, passed 5-0.

It was moved by Schneider, second by Redlinger to pass Resolution #05022016-01 Approve Professional Services with MMS for Ella Street Project at increase of \$16,000. Passed 5-0.

It was moved by Sexton, second by Schneider to pass Resolution #05022016-02 Approving Change Order #1 for Ella Street project in the amount of \$10,182.60. Passed 5-0.

It was moved by Schneider, second by Weber to pass Resolution # 05022016-03 Approving Change Order #2 for Ella Street Project in the amount of \$11,000.50. Passed 5-0.

It was moved by Redlinger, second by Sexton to pass Resolution #05022016-04 Approving Pay Request #1 to Cornerstone Excavating in the amount of \$137,636.14. Passed 5-0.

It was moved by Schneider, second by Schnoebelen to pass Resolution #05022016-05 Authorizing adoption of Policies and Procedures Regarding Municipal Securities Disclose. Passed 3-2, Sexton and Weber voting no.

It was moved by Schneider, second by Redlinger to pass Resolution #05022016-06 Approving Tax Compliance Procedures relating to Tax Exempt Bonds. Passed 4-1, Sexton voting no.

It was moved by Schneider, second by Schnoebelen to pass Resolution #05022016-07 Taking additional action on proposal to enter into a Loan Agreement and authorizing the use of preliminary official statement for sale of bonds. Passed 3-2, Sexton and Weber voting no.

Discussion continued on the Ferguson Fixed Base water meter system. Sexton wants the Water and Sewer Committee to meet with the water department. Item tabled to gather more information.

Clerk Comments; Reminder of Pat Callahan phone interviews on May 12<sup>th</sup>, and Work Session on May, 18, 2016 at 6:30 with Callahan.

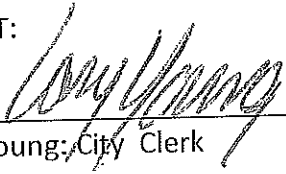
Council Comments; Redlinger reported that the sidewalk murals project will be postponed until this fall.


Sexton moved to adjourn at 9:30 pm. Second by Redlinger, passed 5-0.

Full content of Council Meetings can be viewed on the City Web Site;  
[www.cityofriversideiowa.com](http://www.cityofriversideiowa.com)

NEXT CITY COUNCIL MEETING – Monday, May 16, 2016 at 6:30 pm.

ATTEST:

  
\_\_\_\_\_  
Lory Young; City Clerk

  
\_\_\_\_\_  
Allen Schneider; Mayor



May 16<sup>th</sup>

**Becky LaRoche**

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**From:** Licensing@IowaABD.com  
**Sent:** Friday, May 06, 2016 2:33 AM  
**To:** becky@cityofriversideiowa.com  
**Cc:** Licensing@IowaABD.com  
**Subject:** [POSSIBLE SPAM] Liquor License Submitted to Local Authority

The following licenses are completed and awaiting local authority approval:

License #	License Status	Business Name
LE0001847	Submitted to Local Authority	Kum & Go # 80 (1178 Enterprise Dr Riverside Iowa, 52327)

Please do not respond to this email. Contact the Division's Licensing Section with questions regarding the application process or application status toll-free at 866.iowaABD (866.469.2223) (select option 1), locally at 515.281.7400 (select option 1).  
For assistance by email contact [Licensing@IowaABD.com](mailto:Licensing@IowaABD.com)  
To access license renewal, click here: <https://elicensing.iowaabd.com>

No virus found in this message.  
Checked by AVG - [www.avg.com](http://www.avg.com)  
Version: 2016.0.7596 / Virus Database: 4565/12174 - Release Date: 05/06/16



SEE INSTRUCTIONS ON THE REVERSE SIDE

For period (MM/DD/YYYY) 07 / 01 / 2016 through June 30, 2017

I/we apply for a retail permit to sell cigarettes, tobacco, alternative nicotine, or vapor products:

Business Information:

Trade Name/DBA: CASEY'S MARKETING COMPANY, DBA CASEY'S GENERAL STORE # 2629

Physical Location Address: 200 E 1ST ST City: RIVERSIDE ZIP: 52327

Mailing Address: PO BOX 3001 City: ANKENY State: IA ZIP: 50021

Business Phone Number: ( ) 3196484185

Legal Ownership Information:

Type of Ownership: Sole Proprietor  Partnership  Corporation  LLC  LLP

Name of sole proprietor, partnership, corporation, LLC, or LLP: CASEY'S MARKETING COMPANY

Mailing Address: PO BOX 3001 City: ANKENY State: IA ZIP: 50021

Phone Number: ( 515 ) 446-6728 Fax Number: ( 515 ) 965-6205 Email: MICHELLE.ROGNESS@CASEY'S.COM

Retail Information:

Types of Sales: Over-the-counter  Vending machine

Types of Products Sold: (Check all that apply)

Cigarettes  Tobacco  Alternative Nicotine Products  Vapor Products

Type of Establishment: (Select the option that best describes the establishment)

Alternative nicotine/vapor store  Bar  Convenience store/gas station  Drug store   
Grocery store  Hotel/motel  Liquor store  Restaurant  Tobacco store

Has vending machine that assembles cigarettes  Other

If application is approved and permit granted, I/we do hereby bind ourselves to a faithful observance of the laws governing the sale of cigarettes, tobacco, alternative nicotine, and vapor products.

SIGNATURE OF OWNER(S), PARTNER(S), OR CORPORATE OFFICIAL(S)

Name (please print): JULIA L. JACKOWSKI, SECRETARY FOR CASEY'S MARKETING CO. \_\_\_\_\_ Name (please print): \_\_\_\_\_

Signature: Julia L. Jackowski Signature: \_\_\_\_\_

Date: 5/2/2016 Date: \_\_\_\_\_

Send this completed application and the applicable fee to your local jurisdiction. If you have any questions contact your city clerk (within city limits) or your county auditor (outside city limits).

FOR CITY CLERK/COUNTY AUDITOR ONLY - MUST BE COMPLETE

- Fill in the amount paid for the permit: \_\_\_\_\_
- Fill in the date the permit was approved by the council or board: \_\_\_\_\_
- Fill in the permit number issued by the city/county: \_\_\_\_\_
- Fill in the name of the city or county issuing the permit: \_\_\_\_\_

Send completed/approved application to Iowa Alcoholic Beverages Division within 30 days of issuance. Make sure the information on the application is complete and accurate. A copy of the permit does not need to be sent; only the application is required. It is preferred that applications are sent via email, as this allows for a receipt confirmation to be sent to the local authority.

- Email: [iapledge@iowaabd.com](mailto:iapledge@iowaabd.com)
- Fax: 515-281-7375

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# Capital Improvement Planning Report

*For*  
*City of Riverside, Iowa*

*May 2016*

**NORTHLAND**  
SECURITIES

Northland Securities, Inc.  
6600 Westown Parkway, Suite 255  
West Des Moines, Iowa 50266  
Toll Free 1-800-851-2920 Main 612-851-5900  
[www.northlandsecurities.com](http://www.northlandsecurities.com)  
Member FINRA and SIPC

## **Introduction**

Northland was asked to work with City staff to develop a capital improvement plan for the City's proposed project ideas over the coming seven years. This plan is designed to serve as a financial guide as the City is faced with decisions about the timing and scope of projects over the coming years. As a part of the plan, Northland developed worksheets that are designed to be used by the City throughout the implementation of the plan so that the plan can continue to be adapted and changed as the priority, scope and costs of projects change. This financial plan for the City's proposed capital improvements is designed to be a living document that continues to be useful as the details play out.

As a way of identifying the funds available for capital projects, this report provides an analysis of each of the City's funds that were identified as having the potential to provide funds for capital projects. By conducting this analysis, we were able to clearly identify the funding available for projects and build the funding portion of the project worksheet included in the attachments. The projects listed were given to Northland through work with City staff, city engineer and City Council review. This report does not make any recommendation or conclusion related to the timing or value of specific improvement projects but rather develops a financial plan to fund the projects based upon the timing and scope outlined by the city council in consultation with the city engineer.

## **Capital Project Fund**

The Capital Project Fund is the primary fund the City uses to track and pay for capital expenditures. Most of the revenue deposited into the Capital Project Fund is not directly received in this fund, but rather it receives revenues indirectly through transfers from other City funds. This form of accounting helps to ensure that the City draws a clean line between the funding source and the project or projects being funded.

Aside from the revenue received through the transfer of funds, the Capital Project Fund can sometimes receive other types of funding. For Riverside, the capital plan includes revenues received from the issuance of debt, grants and from the sale of lots at the Cherry Lane development.

The projects worksheet shown in the first attachment outlines the Capital Project Fund including its revenues and expenditures. The goal of this plan is to ensure that the Capital Project Fund receives enough revenue from other City sources to complete the set of projects the council wishes to pursue. The analysis shown below for each of the other funds works toward the goal of establishing the appropriate amount of funding that can be transferred to the capital projects fund and applied to completing projects.

Please note that some of the funds transferred to the Capital Projects Fund must be applied toward a certain type of project. For example it is anticipated that the funds coming from the storm sewer fee will be applied toward storm sewer projects or the storm sewer portion of a larger project.

## Casino Revenue Fund

The Casino Revenue Fund ("Casino Fund") provides the largest annual contribution to the City's Capital Project Fund. Under the agreement with the Riverside Casino, the City receives \$1,200,000 annually. The payment is received in 12 monthly installments of \$100,000. The agreement shall remain in effect until August 31, 2022. The agreement also contains a provision that modifies this payment if the total gaming revenue is more or less than \$90,000,000 annually as reported to the Iowa Gaming Commission. For the purposes of this analysis, we have assumed the original total payment of \$1,200,000. The agreement will terminate in the event that the casino no longer holds a license to conduct gambling in Washington County, Iowa.

The \$1,200,000 received from the casino includes three parts. The first is the hotel motel tax received from the casino. 50% of the hotel motel tax must be used for recreation, convention, cultural or entertainment facilities. This also includes memorials, monuments, civic center, auditoriums, coliseums, parking, promotion of tourism or debt payments for debt related to these purposes. The City currently budgets for approximately \$187,000 from the hotel motel tax on an annual basis.

The second portion of the casino revenue comes in the form of the City's share of the wagering tax payable to the City under Chapter 99F.11 of the Code of Iowa. This is estimated to be \$405,000 on an annual basis and can be used for the proposed capital projects in this report.

The final portion of the agreement is a payment to the City in lieu of any statutory admission fee the City could enact under Section 99F.11(3) of the Code of Iowa. The portion is equal to the difference between \$1,200,000 and the revenue received from the hotel/motel tax and the wagering tax which is approximately \$608,000.

Given the details of the agreement, the City can contribute approximately \$1,000,000 annually going forward toward capital projects. This leaves an allocation for the restricted portion of hotel/motel tax and also falls in line with the historical use of casinos funds for other grant projects within the City. This contribution to capital projects assumes that the City will not apply any of the casino funds to the general operations of the City.

Table 1 on the following page illustrates the expected cash flow in the casino fund at the time of this report. Table 1 has also been provided to the City as an excel worksheet to be updated and used as a part of the annual budgeting process. An examination of the current expectation of the Casino Fund illustrates that after contributing \$1,000,000 to capital projects on an annual basis the City will still be in a strong position to use funds for other purposes and maintain a strong fund balance.

Table 1

City of Riverside, Iowa Casino Revenue Fund Cash Flow							
	FY 2016	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022
Weekly Gaming Water Tax	415,000	405,000	405,000	405,000	405,000	405,000	405,000
Casino Agreement - Casino Funds	598,000	608,000	608,000	608,000	608,000	608,000	608,000
Hotel Motel Tax - Casino Funds	187,000	187,000	187,000	187,000	187,000	187,000	187,000
<b>TOTAL REVENUES</b>	<b>1,200,000</b>	<b>1,200,000</b>	<b>1,200,000</b>	<b>1,200,000</b>	<b>1,200,000</b>	<b>1,200,000</b>	<b>1,200,000</b>
<b>OTHER USES / EXPENDITURES</b>							
Transfer to Capital Projects Fund	800,000	973,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000
County Agreement	175,000	-	-	-	-	-	-
Riverside History Center Grant Funds	15,000	15,000	15,000	15,000	15,000	15,000	15,000
RACC - Trek Fest Grant Funds	13,500	30,000	30,000	30,000	30,000	30,000	30,000
Camp Highland Grant Funds	8,000	10,000	10,000	10,000	10,000	10,000	10,000
Paws and More Grant Funds	2,500	-	-	-	-	-	-
Property Acquisition Grant Funds	100,000	135,000	-	-	-	-	-
Misc. Comm. Donation Grant Funds	8,000	5,000	5,000	5,000	5,000	5,000	5,000
Community Building Set Aside	50,000	-	-	-	-	-	-
City Vehicle Purchase	25,000	25,000	-	-	-	-	-
Fire Tuck Purchase	300,000	-	-	-	-	-	-
Fire Truck Loan Payoff	235,000	-	-	-	-	-	-
	-	-	-	-	-	-	-
	-	-	-	-	-	-	-
<b>TOTAL EXPENDITURES</b>	<b>1,732,000</b>	<b>1,193,000</b>	<b>1,060,000</b>	<b>1,060,000</b>	<b>1,060,000</b>	<b>1,060,000</b>	<b>1,060,000</b>
<b>Net Cash Flow</b>	<b>(532,000)</b>	<b>7,000</b>	<b>140,000</b>	<b>140,000</b>	<b>140,000</b>	<b>140,000</b>	<b>140,000</b>
<b>BEGINNING FUND BALANCE</b>	<b>1,217,247</b>	<b>685,247</b>	<b>692,247</b>	<b>832,247</b>	<b>972,247</b>	<b>1,112,247</b>	<b>1,252,247</b>
<b>ENDING FUND BALANCE</b>	<b>685,247</b>	<b>692,247</b>	<b>832,247</b>	<b>972,247</b>	<b>1,112,247</b>	<b>1,252,247</b>	<b>1,392,247</b>

## General Fund

An analysis of the City's General Fund reveals that the City will have an opportunity to use property tax revenues from the General Fund to contribute to the larger capital improvement plan. As a part of the original development of the casino and the related infrastructure, the City, along with Washington County created an urban renewal area to utilize tax increment financing. Because the casino's property taxes had been set aside in the Tax Increment Fund, the City did not initially see a large change in property tax revenues flowing into the General Fund. As the commitments related to the initial infrastructure for the casino have been fully paid, the urban renewal area has released the tax increment value into the general taxation of the City, County and School District.

As illustrated in Table 2 below, the tax increment valuation was reduced from 69,976,823 to zero between FY 2013 and FY 2016 (Column 2). This caused the City's taxable valuation to increase from approximately 32,000,000 in FY 2013 to 97,000,000 in FY 2016 (Column 3). Because of this change in the urban renewal area, the City began receiving its share of property tax dollars from the casino creating a significant increase in revenue for the General Fund (Column 5).

The increase in property tax revenue has also been aided by an increase in the levy rate from \$5.10/1,000 to \$8.10 /1,000 (Column 4). While this increase represents increased taxes to the residents of Riverside, the tax rate still remains well below average for cities across Iowa.

For the first several years the casino operated in Riverside, the City used the casino revenues to fund some portions of the general operations of the City. This was necessary because the General Fund was not receiving property taxes from the casino property. With the change in tax increment valuation, the City is now in a better position to fully fund the general operations of the City from the General Fund. This change also allows for more of the casino revenues to be applied directly to long term capital projects instead of general operations. It is estimated that the current general fund budget can provide for a transfer of approximately \$250,000 to the Capital Project Fund on an annual basis.

Table 2

General Fund Analysis					
	(1)Taxable Valuation for Debt Service	(2)Tax Increment Valuation	(3)Taxable Valuation for Other Funds	(4)City Tax Rate (\$/1,000)	(5)Property Tax Revenue
FY 2010	91,446,144	70,562,052	20,884,092	\$6.10000	\$127,393
FY 2011	94,243,944	74,266,048	19,977,896	\$5.09999	\$101,887
FY 2012	97,902,651	69,818,684	28,083,967	\$5.09999	\$143,228
FY 2013	100,872,726	68,976,823	31,895,903	\$5.10000	\$162,669
FY 2014	102,371,926	61,675,600	40,696,326	\$5.10002	\$207,552
FY 2015	100,085,028	32,938,668	67,146,360	\$6.10000	\$409,593
FY 2016	97,243,388	-	97,243,388	\$7.10391	\$690,808
FY 2017	106,715,236	-	106,715,236	\$8.10000	\$864,393

## **Utility Funds**

As a part of the City's capital improvement planning, Northland also analyzed the City's utility fund cash flows. This analysis provides a clear look at the ability of the current rate structure to cover operating costs and provide funding for capital improvements. The complete cash flow analysis for the water and sewer utilities can be seen in the attachments to the report.

### **Water Utility Fund**

Recent rate increases in the Water Utility Fund put the utility in a stronger position from an expected cash flow perspective. With the current rate structure, the analysis projects approximately \$381,000 of annual revenue in the utility. If operating expenses are in line with budgeted projections and past financial performance, the analysis anticipates total operating expenditures of approximately \$270,000 annually. The analysis assumes operating expenditures will increase at a rate of 3% annually. Given these assumptions, the cash flow projects the City will have about \$110,000 on an annual basis to be applied to capital improvement projects or to building reserves in the Water Utility Fund. The analysis illustrates that this \$110,000 will decrease over time as operating costs increase.

As of June 30, 2015, the Water Utility Fund balance was \$529,712. This is a very healthy fund balance with approximately two years of expenditures available and it provides some ability to draw on funds for capital projects. The capital project worksheet assumes the City use some of the fund balance for purchasing new meters and smaller water improvements in the City. These projects together are estimated to be \$400,000. As reserve funds rebuild over the coming years, the City may have an opportunity to use funding from the water utility to complete other projects.

### **Sewer Utility Fund**

The analysis for the Sewer Utility Fund reveals a utility with a low fund balance and an annual deficit in each of the past four completed fiscal years. Recent rate increases are projected to reverse this trend and put the City in a position to rebuild the utility fund balance.

For the fiscal year ended June 30, 2015, the sewer utility had total revenues of \$212,000 and operating expenses of \$282,000. This is an operating deficit of approximately \$70,000. This deficit along with operating deficits over recent years has slowly reduced the fund balance from \$247,000 on June 30, 2011 to \$5,836 on June 30, 2015.

The new rates are projected to increase the Utility's revenue to approximately \$356,000. If operating expenditures are in line with historical trends of the utility, this will provide an annual operating surplus of \$60,000-70,000. With the current fund balance in the utility, it is assumed that this surplus will primarily be used to rebuild the reserves fund and not be applied to any large capital projects in the near term. The utility will be in much better position to contribute to the City's overall capital improvements once the fund balance has been restored to a healthier level.



### **Local Option Sales Tax Fund**

The City projects it will receive approximately \$110,000 into the local option sales tax fund in future years. According to the ballot language, the City transfers 40% to the general fund and 60% to the capital projects fund on an annual basis. This provides approximately \$66,000 annually to be applied toward capital projects as shown in the project worksheet.

### **Storm Sewer Utility Fund**

The City has implemented a storm sewer fee of \$3.00 on residents to aid in funding storm sewer projects. The fee generates approximately \$18,900 in revenue on an annual basis that can be applied toward storm sewer projects. Given the natural landscape of the City of Riverside, many of the planned projects include an element of storm sewer improvements. As a part of the projects worksheet, it has been assumed that the City will apply this toward projects on an annual basis.

### **Road Use Tax Fund**

With the recent increase in the gas tax in Iowa, the City expects to receive approximately \$130,000 annually in road use tax from the state. For the purposes of this analysis it is assumed that all of this revenue will be applied to general street maintenance and equipment purchases in the street department not contemplated in this report. The projects worksheet does not include any contribution from the road use tax fund.

### **Proposed Borrowing**

The projects worksheet includes line items for bond proceeds at four different points throughout the period of this capital projects plan. The timing and size of the borrowings have been input based upon keeping the projected Capital Project Fund balance in a positive position. This report does not provide any specific advice as to the timing, terms and structure of any one borrowing, but rather uses sample bond issues to fill gaps identified in the process. As the City continues to move forward with the project list, the final project timing and costs will better determine the appropriate timing and terms of any proposed borrowing.

## **Conclusions and Recommendations**

The City of Riverside is in a unique financial situation compared to similar cities across the state in terms of having a significant opportunity to complete projects on an accelerated timeframe. The timeline of this plan matches the remaining life of the City's current casino agreement finalized in September 2014. Both the funding available as a part of this casino agreement, along with the realization of property revenues from the casino property, put the City in a great position to apply funds toward capital projects. The current casino agreement does not provide the same level of funding to the City as the previous agreement, but this is substantially offset by increased revenues in the general fund. The City no longer needs to subsidize the general operations of the City through funds from the casino agreement and can more fully apply these funds, along with a part of the increase in revenues in the general fund, to capital projects.

For the City's utilities it will be important to monitor the impact of the recent rate increases and adjust as necessary so that these funds fully cover annual utility operations and provide any required contribution to the City's upcoming capital projects. The City should focus on improving the fund balance in the sewer fund and maintaining a healthy balance in the water fund.

As the projects outlined in the report are implemented, it will be important to update the project summary worksheet included in the attachments. This spreadsheet has been provided to the City and it is intended to be a living document that is constantly updated as project cost, project priority and project timing change over the seven fiscal years included here. The plan is designed to give the City a clear direction and the ability implement processes and tools to better understand alternatives as the City Council makes the final project determinations.

## **Attachments**

- ❖ Capital Project Summary Worksheet
- ❖ Water Utility Fund Cash Flow Analysis
- ❖ Sewer Utility Fund Cash Flow Analysis

## City of Riverside, Iowa - Capital Projects Summary

PROJECTS	FY 2015-2016	FY 2016-2017	FY 2017-2018	FY 2018-2019	FY 2019-2020	FY 2020-2021	FY 2021-2022	Future Years
Cherry Lane Subdivision	450,000							
Fire Truck Purchase	755,828							
Pioneer Street Project		800,000						
Ella Street Project	550,000	750,000						
Boise Street Watermain & Sewer Project	215,505							
Casey's Sewer Main Replacement	36,000							
Remote Read Meters		250,000						
2nd St paving between Washington & Greene		400,000	400,000					
Hwy 22 Preliminary Upgrades	3,264	300,000						
Captain Kirk Pocket Park	130,000	75,000						
Hall Park Extension - Van Zante's	110,000	175,000						
3rd St Water Main - Washington -Hickory			350,000					
St. Mary's Water Main and Schnoebelen St			250,000					
Washburn Paving & Storm to Catholic Church			500,000					
Green St. Paving & Storm & Vine			800,000					
Hwy 22 Resurfacing, Upgrades & St Scape				1,450,000				
3rd St Paving Washington - Hickory					800,000			
Ash/Tupelo Rodenberry Rd Est paving & Storm Sewer					800,000			
7 Single Family Lots						300,000		
Rodenberry Road & Kleopfer Ext						500,000		
Community Center							4,000,000	
Cherry Meadows Estates - Phase 1								1,000,000
Cherry Meadows Estates - Phase 2								1,000,000
Miscellaneous	3,086							
<b>TOTAL PROJECTS</b>	<b>2,253,683</b>	<b>2,750,000</b>	<b>2,300,000</b>	<b>1,450,000</b>	<b>1,600,000</b>	<b>800,000</b>	<b>4,000,000</b>	<b>2,000,000</b>



Prepared on: 5/2/2016

FUNDING SOURCES	FY 2015-2016	FY 2016-2017	FY 2017-2018	FY 2018-2019	FY 2019-2020	FY 2020-2021	FY 2021-2022
Casino Funds	800,000	973,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000
Casino Funds (one time from Fund Balance)	300,000						
LOST Funds	60,000	66,000	66,000	66,000	66,000	66,000	66,000
WCRF quarterly payment	54,000	54,000	54,000	54,000	54,000	54,000	54,000
Sale of Cherry Lane lots	185,000	250,000					
Riverboat Grant Funds (one time for fire truck)	125,000						
Fire Donation Fund (one time for fire truck)	105,000						
Fire Truck Note	231,000						
Casey's Portion of Sewer Main	18,000						
Casino Fund Property Acquisition	100,000						
Water Fund(Meters)		250,000					
Water Fund		150,000					
Sewer Fund							
Storm Sewer Fund		18,900	18,900	18,900	18,900	18,900	18,900
Bond Proceeds	1,270,000		1,600,000		600,000		2,966,000
Transfer from General Fund		250,000	250,000	250,000	250,000	250,000	250,000
<b>BOND PAYMENTS (Transfers to Debt Service Fund)</b>							
GO Bonds 2016 (6 Year)		(230,000)	(230,000)	(230,000)	(230,000)	(230,000)	(230,000)
GO Bonds 2017 (10 Year)				(175,000)	(175,000)	(175,000)	(175,000)
GO Bonds 2019 (10 year)						(70,000)	(70,000)
GO Bonds 2021							
<b>TOTAL FUNDING SOURCES</b>	<b>3,248,000</b>	<b>1,781,900</b>	<b>2,758,900</b>	<b>983,900</b>	<b>1,583,900</b>	<b>913,900</b>	<b>3,879,900</b>
<b>SURPLUS/DEFECIT</b>	<b>994,317</b>	<b>(968,100)</b>	<b>458,900</b>	<b>(466,100)</b>	<b>(16,100)</b>	<b>113,900</b>	<b>(120,100)</b>
Beginning Balance	3,685	998,002	29,902	488,802	22,702	6,602	120,502
Ending Balance	998,002	29,902	488,802	22,702	6,602	120,502	402



Prepared on: 5/2/2016

City of Riverside, Iowa  
 Water Enterprise Fund  
 Cash Basis Cash Flow Analysis

Assumptions	
Water Sales Growth	0.00%
Meter Growth	0.00%
Operating Expenses	3.00%
Gallons in Base Rate	0

Date	Potential Rate Adjustments								
	7/1/2015	7/1/2016	7/1/2017	7/1/2018	7/1/2019	7/1/2020	7/1/2021	7/1/2022	7/1/2023
Flow Rate (\$)	\$3.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Flow Rate (%)	100.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
Base Rate (\$)	\$3.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Base Rate (%)	33.33%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%

Current

	Unaudited	Audited	Unaudited	Unaudited	Audited	Unaudited	Unaudited	Projection	Projection	Projection	Projection	Projection	Projection	Projection	Projection	Projection
	FY 2009	FY 2010	FY 2011	FY 2012	FY 2013	FY 2014	FY 2015	FY 2016	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024
<b>Rate and Usage Information</b>																
Number of Meters	520	520	520	520	520	504	505	509	509	509	509	509	509	509	509	509
Rate per 1,000 Gallons	3.00	3.00	3.00	3.00	3.00	3.00	3.00	\$ 6.00	6.00	6.00	6.00	6.00	6.00	6.00	6.00	6.00
Rate per 1,000 Gallons over 50,000	5.00	5.00	5.00	5.00	5.00	5.00	5.00	\$ 8.00	8.00	8.00	8.00	8.00	8.00	8.00	8.00	8.00
Minimum Bill per 0 Gallons	9.00	9.00	9.00	9.00	9.00	9.00	9.00	\$ 12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00
<b>Operating Information</b>																
Total Operating Revenues	251,759	277,855	265,824	278,229	238,100	205,585	282,401	381,777	381,777	381,777	381,777	381,777	381,777	381,777	381,777	381,777
Total Operating Expenditures	218,446	196,113	185,178	233,126	211,524	265,500	256,580	264,277	272,205	280,371	288,783	297,446	306,369	315,561	325,027	334,778
Net Operating Income	33,313	81,742	80,646	45,103	26,575	(59,916)	25,821	117,500	109,572	101,406	92,995	84,331	75,408	66,217	56,750	46,999
Total Non-Operating Items	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Revenue Available for Debt Service	33,313	81,742	80,646	45,103	26,575	(59,916)	25,821	117,500	109,572	101,406	92,995	84,331	75,408	66,217	56,750	46,999
<b>Debt</b>																
Total (Combined) Debt Paid by Water	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
<b>Capital Expenses and Transfers</b>																
Capital Outlays	-	-	(9,059)	(3,350)	(3,923)	-	-	(400,000)	-	-	-	-	-	-	-	-
Transfers (to) / from General Fund	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Transfers (to) / from LOST	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Transfers(to) / from Other Funds	(14,825)	-	14,822	-	60,014	-	10,151	-	-	-	-	-	-	-	-	-
Other Sources / (Uses) of Cash	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
<b>Fund Balances</b>																
Annual Surplus / (Deficit)	18,488	81,742	86,409	41,753	82,666	(59,916)	26,811	117,500	(290,428)	101,406	92,995	84,331	75,408	66,217	56,750	46,999
Unrestricted Beginning Cash Balance	251,759	270,246	351,989	438,398	480,151	562,817	502,902	529,712	647,213	356,785	458,191	551,185	635,517	710,924	777,141	833,891
Unrestricted Ending Cash Balance	270,246	351,989	438,398	480,151	562,817	502,902	529,712	647,213	356,785	458,191	551,185	635,517	710,924	777,141	833,891	880,890

City of Riverside, Iowa  
Sewer Enterprise Fund  
Cash Basis Cash Flow Analysis

Current

Assumptions	
Water Sales Growth	0.00%
Meter Growth	0.00%
Operating Expenses	3.00%
Gallons in Base Rate	0

Potential Rate Adjustments									
Date	7/1/2015	7/1/2016	7/1/2017	7/1/2018	7/1/2019	7/1/2020	7/1/2021	7/1/2022	7/1/2023
Flow Rate (\$)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Flow Rate (%)	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
Base Rate (\$)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Base Rate (%)	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%

	Unaudited	Audited	Unaudited	Unaudited	Audited	Unaudited	Unaudited	Projection	Projection	Projection	Projection	Projection	Projection	Projection	Projection	
	FY 2009	FY 2010	FY 2011	FY 2012	FY 2013	FY 2014	FY 2015	FY 2016	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024
<b>Rate and Usage Information</b>																
Number of Meters	520	520	520	520	520	504	504	504	504	504	504	504	504	504	504	504
Rate per 1,000 Gallons	-	3.00	3.00	3.00	3.00	-	-	\$ 6.00	6.00	6.00	6.00	6.00	6.00	6.00	6.00	6.00
Rate per 1,000 Gallons over 50,000	-	5.00	5.00	5.00	5.00	-	-	\$ 8.00	8.00	8.00	8.00	8.00	8.00	8.00	8.00	8.00
Minimum Bill per 0 Gallons	-	9.00	9.00	9.00	9.00	-	-	\$ 12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00
<b>Operating Information</b>																
Total Operating Revenues	181,084	156,180	227,914	255,685	218,413	185,873	212,567	356,337	356,337	356,337	356,337	356,337	356,337	356,337	356,337	356,337
Total Operating Expenditures	230,937	191,406	180,108	227,025	223,667	290,216	282,971	291,460	300,204	309,210	318,486	328,041	337,882	348,019	358,459	369,213
Net Operating Income	(49,852)	(35,226)	47,805	28,660	(5,254)	(104,343)	(70,404)	64,877	56,133	47,127	37,850	28,296	18,454	8,318	(2,123)	(12,876)
Total Non-Operating Items	1,750	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Revenue Available for Debt Service	(48,102)	(35,226)	47,805	28,660	(5,254)	(104,343)	(70,404)	64,877	56,133	47,127	37,850	28,296	18,454	8,318	(2,123)	(12,876)
<b>Debt</b>																
Total (Combined) Debt Paid by Water	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
<b>Capital Expenses and Transfers</b>																
Capital Outlays	-	-	(2,462)	(29,029)	(34,184)	-	-	-	-	-	-	-	-	-	-	-
Transfers (to) / from General Fund	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Transfers (to) / from LOST	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Transfers (to) / from Other Funds	75,000	88,532	48,055	-	(60,014)	-	15,226	-	-	-	-	-	-	-	-	-
Other Sources / (Uses) of Cash	14,825	-	(14,822)	-	-	-	-	-	-	-	-	-	-	-	-	-
Adjustment for Financial Reporting Methodology	-	-	-	-	-	-	17,923	-	-	-	-	-	-	-	-	-
<b>Fund Balances</b>																
Annual Surplus / (Deficit)	41,723	53,306	78,586	(369)	(99,451)	(104,343)	(37,255)	64,877	56,133	47,127	37,850	28,296	18,454	8,318	(2,123)	(12,876)
Unrestricted Beginning Cash Balance	73,639	115,362	168,668	247,254	246,885	147,434	43,091	5,836	70,712	126,845	173,972	211,822	240,118	258,572	266,890	264,768
Unrestricted Ending Cash Balance	115,362	168,668	247,254	246,885	147,434	43,091	5,836	70,712	126,845	173,972	211,822	240,118	258,572	266,890	264,768	251,891

RESOLUTION NO. 05/62016-01

Resolution approving Bond Purchase Agreement for the sale of Bonds thereunder

WHEREAS, the City of Riverside (the "City"), in Washington County, State of Iowa, pursuant to the provisions of Section 384.24A of the Code of Iowa, heretofore proposed to enter into a loan agreement (the "Loan Agreement") and to borrow money thereunder in a principal amount not to exceed \$1,300,000 for the purpose of paying the costs, to that extent, of constructing street, water system, sanitary sewer system, storm water drainage system, and sidewalk improvements, and has published notice of the proposed action and has held a hearing thereon on May 2, 2016; and

WHEREAS, a Preliminary Official Statement (the "P.O.S.") has been prepared to facilitate the sale of General Obligation Corporate Purpose Bonds, Series 2016A (the "Bonds") in evidence of the obligation of the City under the Loan Agreement, and the City Council has made provision for the approval of the P.O.S. and has authorized its use by Northland Securities, Inc. ("Northland"); and

WHEREAS, Northland has advised the City that it is advisable for Northland, in the context of this financing transaction, to serve in the capacity of consulting municipal financial advisor to the City and that D.A. Davidson & Co. be selected as the underwriter with which to negotiate the sale of the Bonds; and

WHEREAS, a certain Bond Purchase Agreement (the "Bond Purchase Agreement") has been prepared to set forth the terms of the Bonds and the understanding between the City and the underwriter with respect to the purchase thereof and it is now necessary to make provision for the approval of the Bond Purchase Agreement and its execution and delivery;

NOW, THEREFORE, It Is Resolved by the City Council of the City of Riverside, Iowa, as follows:

Section 1. The City Council hereby designates Northland as its municipal financial advisor with respect to the Loan Agreement and the Bonds. Furthermore, the City Council hereby determines to negotiate the sale of the Bonds with D.A. Davidson & Co. (hereinafter the "Underwriter") as underwriter.

Section 2. The City Council hereby approves the Bond Purchase Agreement in substantially the form as has been presented to the City Council. The Mayor and the City Clerk are hereby authorized to execute the Bond Purchase Agreement on behalf of the City and to deliver the same to the Underwriter.

Section 3. Further action with respect to the authorization of the Loan Agreement and the issuance of the Bonds is hereby adjourned to the City Council meeting on June 6, 2016.

Section 4. All resolutions and orders or parts thereof in conflict with the provisions of this resolution, to the extent of such conflict, are hereby repealed.

Section 5. This resolution shall be in full force and effect immediately upon its adoption and approval, as provided by law.

Passed and approved May 16, 2016.

---

Mayor

Attest:

---

City Clerk



••••

At the conclusion of the meeting and upon motion and vote, the City Council adjourned.

\_\_\_\_\_  
Mayor

Attest:

\_\_\_\_\_  
City Clerk

**ATTESTATION CERTIFICATE:**

STATE OF IOWA  
COUNTY OF WASHINGTON  
CITY OF RIVERSIDE

SS:

I, the undersigned, City Clerk of the City of Riverside, do hereby certify that as such I have in my possession or have access to the complete corporate records of the City and of its Council and officers and that I have carefully compared the transcript hereto attached with those corporate records and that the transcript hereto attached is a true, correct and complete copy of all the corporate records relating to the City Council's approval of a bond purchase agreement, and that the transcript hereto attached contains a true, correct and complete statement of all the measures adopted and proceedings, acts and things had, done and performed up to the present time with respect thereto.

WITNESS MY HAND this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
City Clerk

## Bond Purchase Agreement

\$1,300,000  
City of Riverside, Iowa  
General Obligation Corporate Purpose Bonds, Series 2016A

May 16, 2016

City of Riverside, Iowa  
PO Box 188  
60 N Greene Street  
Riverside, IA 52327-0188

Ladies and Gentlemen:

The undersigned, D.A. Davidson & Co. (the "Underwriter"), hereby agrees with you, the City of Riverside, Iowa (the "Issuer"), as follows:

1. *Issuance and Sale of the Bonds.* Subject to the terms and conditions hereinafter set forth in this Bond Purchase Agreement (the "Bond Purchase Agreement") and on the basis of the representations and warranties herein contained, the Issuer agrees to issue and sell to the Underwriter, and the Underwriter agrees to purchase from the Issuer, all, but not less than all, of \$1,300,000 aggregate principal amount of the City of Riverside, Iowa General Obligation Corporate Purpose Bonds, Series 2016A (the "Bonds"). The purchase price for the Bonds shall be \$\_\_\_\_\_ (representing the par amount of the Bonds, less Underwriter's Discount of \$\_\_\_\_\_ plus the reoffering premium \$\_\_\_\_\_).

The Bonds will be dated as of the Closing Date (defined herein), will mature as set forth in Schedule I hereto in the amounts therein specified and will bear interest at the rates set forth therein and be subject to redemption as set forth in the Official Statement (herein defined). The proceeds of the Bonds will be used for the purposes set forth in the Official Statement.

The Bonds will be issued and secured under the Bond Issuance Resolution adopted by the Issuer on June 6, 2016 (the "Resolution"), and as described in the Official Statement. Pursuant to the Resolution, the Issuer will appoint the Bankers Trust Company, Des Moines, Iowa, as the Registrar and Paying Agent for the Bonds.

In other respects, the Bonds and the other instruments referred to above will contain the provisions summarized in the Preliminary Official Statement dated May 11, 2016 (the "Preliminary Official Statement") and the Official Statement, dated May 17, 2016, to be delivered pursuant to Section 7 hereof (collectively, the "Official Statement"). The Issuer deems the Official Statement to be final as of the date hereof for the purposes of Rule 15c2-12 ("Rule 15c2-12") promulgated by the Securities and Exchange Commission, and the Issuer hereby consents to the circulation by the Underwriter of the Preliminary Official Statement and the Official Statement.

2. *Offering.* The Underwriter represents that (a) it has been duly authorized to execute this Bond Purchase Agreement and to act hereunder, with full authority to take such action as it may deem advisable with respect to all matters pertaining to this Bond Purchase Agreement; and (b) it hereby represents to the Issuer that it is registered under the Securities Exchange Act of 1934 as a municipal

securities dealer. The Underwriter agrees to make a bona fide public offering of all the Bonds at the initial public offering prices or yields as set forth in the Official Statement.

In the event that the Underwriter fails (other than for a reason permitted hereunder) to accept and pay for the principal amount of the Bonds at the Closing, the amount of one percent (1%) of the principal amount of the Bonds shall be full liquidated damages for such failure and for any and all defaults hereunder on the part of the Underwriter, and such amount shall constitute a full release and discharge of all claims and rights of the Issuer against the Underwriter.

3. *Delivery and Payment for the Bonds.* At or before 1:00 P.M., central time, on June 15, 2016 or such other date as may be agreed to by the Issuer and the Underwriter (the "Closing Date"), the Issuer will direct the Registrar and Paying Agent to release to The Depository Trust Company ("DTC") in New York, New York, in such form as shall be acceptable to DTC, for the account of the Underwriter, the Bonds, duly executed and authenticated, together with the other documents hereinafter mentioned; and, subject to the terms and conditions hereof, the Underwriter will accept such delivery and pay the purchase price of the Bonds as set forth in Section 1 hereof by wire transfer to such account as the Issuer shall designate.

Concurrently with such delivery the Issuer shall deliver the certificates, reports and documents described herein, together with an opinion of Dorsey & Whitney LLP, Des Moines, Iowa, as Bond Counsel ("Bond Counsel"). Such delivery is referred to herein as the "Closing." The Bonds will be delivered as definitive fully registered Bonds in denominations as provided in the Resolution, registered in the name of such DTC nominee and in such amounts as the Underwriter may request.

4. *Representations and Warranties of the Issuer.* The Issuer hereby represents and warrants to the Underwriter that the representations and warranties of the Issuer set forth in the form of the Closing Certificate of the Issuer attached hereto as Exhibit A are true and correct as of the date hereof.

Furthermore, the Issuer acknowledges and agrees that the purchase and sale of the Bonds pursuant to this Agreement is an arm's-length commercial transaction between the Issuer and the Underwriter, acting solely as a principal and not as a financial advisor or agent of the Issuer, and that the Underwriter does not have a fiduciary duty to the Issuer and has not assumed a financial advisory responsibility in favor of the Issuer with respect to the offering of the Bonds or the process leading thereto (whether or not the Underwriter, or any affiliate of the Underwriter, has advised or is currently advising the Issuer on other matters) or any other obligation to the Issuer except the obligations expressly set forth in this Agreement, it being the Issuer's understanding that a financial advisory relationship shall not be deemed to exist when, in the course of acting as an underwriter, a broker, dealer or municipal securities dealer, a person renders advice to an issuer, including advice with respect to the structure, timing, terms and other similar matters concerning a new issue of municipal securities.

5. *Conditions to Underwriter's Obligations.* The Underwriter shall have the right to cancel its obligations hereunder by notifying the Issuer of its election to do so between the date hereof and the Closing if at any time hereafter and prior to the Closing any of the following events shall occur:

(a) *Adverse Legislation, Etc.* Any legislation, rule or regulation shall be enacted or favorably reported out of committee to any governmental body, department or agency of the United States of America or any State thereof, or a decision shall be rendered by a court of competent jurisdiction, any of which, in the judgment of the Underwriter, has the purpose or effect of:

(i) imposing federal income taxes upon the interest payable on the Bonds or obligations of the general character of the Bonds;

(ii) requiring the registration of the Bonds under the Securities Act of 1933, as amended;

(iii) changing the federal income tax consequences of any of the transactions contemplated in connection herewith; or

(iv) materially adversely affecting the market price of the Bonds or the market price generally of obligations of the general character of the Bonds.

(b) *Adverse Events.* The market price of the Bonds, or the market price generally of obligations of the general character of the Bonds, is materially adversely affected in the judgment of the Underwriter because:

(i) additional material restrictions or actions regarding monetary affairs not in force as of the date hereof shall have been imposed by any national securities exchange or governmental authority with respect to trading in securities generally or extensions of credit by, or net capital requirements of, underwriters generally;

(ii) a general banking moratorium shall have been established by federal, New York or Iowa authorities;

(iii) a war or escalation of hostilities involving the United States of America shall have been declared or any other national or international calamity shall have occurred or escalated;

(iv) the United States of America shall have defaulted in the payment of principal or interest on any obligation of the U.S. Treasury, or any other action shall have been taken by any government with respect to its legislative or monetary affairs which, in the opinion of the Underwriter, has a material adverse effect on the United States' securities markets or on the market for the Bonds; or

(v) general political, economic or market conditions shall have occurred which, in the opinion of the Underwriter, are not satisfactory to permit the sale of the Bonds.

(c) *Material Changes.* Any event shall have occurred after the date hereof which makes untrue or incorrect in any material respect, any information or statement contained in the Official Statement or which is not reflected in the Official Statement but which should, in the opinion of the Underwriter, be reflected therein for the purpose for which the Official Statement is to be used in order to make the statements and information contained therein not misleading in any material respect.

6. *Closing Conditions.* The obligations of the Underwriter to accept delivery of the Bonds and to make payment therefor on the Closing Date shall be subject to the satisfaction of the following conditions on or prior to the Closing Date:

(a) *Basic Documents.* The Resolution and this Bond Purchase Agreement, each in the form heretofore approved by the Underwriter or with such further changes as may be mutually agreed upon, shall have been executed and delivered.

(b) *Resolutions.* There shall have been adopted and be in force and effect such Resolutions of the Issuer, substantially in the form set forth as approved by Bond Counsel, authorizing the transactions herein contemplated as may be reasonably required by Bond Counsel.

(c) *Closing Certificates.* The Issuer shall have executed and delivered its Closing Certificate, dated the Closing Date, in substantially the form attached hereto as Exhibit A.

(d) *Opinion of Bond Counsel.* Bond Counsel shall have rendered its approving opinion, substantially in the form set forth in the Official Statement.

(e) *Other Actions and Documents.* There shall have been taken such other actions and there shall have been delivered such other documents, opinions, showings and certificates not listed above, as may be reasonably requested by the Underwriter or Bond Counsel in order to effectuate the transactions herein contemplated, and the Underwriter shall have received executed counterparts of all documents, certificates and opinions referred to herein.

7. *Official Statement.* The Issuer shall deliver or cause to be delivered to the Underwriter, promptly after its acceptance hereof and not later than seven business days after the date hereof, copies of the Official Statement, in a sufficient quantity to enable the Underwriter to comply with the requirements of Rule 15c2-12 and the rules of the Municipal Securities Rulemaking Board (the "MSRB").

8. *Changes in Official Statement.* During the time from the date of this Bond Purchase Agreement to and including the date which is 90 days following the End of the Underwriting Period (as defined below), (i) except to the extent required by clause (ii) hereof, the Issuer will not adopt any amendment of or supplement to the Official Statement to which, after having been furnished with a copy, the Underwriter shall object in writing and (ii) if any event or fact relating to or affecting the Issuer shall occur or be discovered as a result of which it is necessary, in the opinion of Bond Counsel, to amend or supplement the Official Statement in order to make the Official Statement not misleading in the light of the circumstances existing at the time it is delivered to a purchaser of the Bonds, the Issuer shall forthwith prepare and furnish to the Underwriter copies in a sufficient quantity to comply with Rule 15c2-12 and any rules of the MSRB of an amendment of or supplement to the Official Statement (in form and substance satisfactory to Bond Counsel), which will amend or supplement the Official Statement so that it will not contain an untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in light of the circumstances existing at the time the Official Statement is delivered to such purchaser, not misleading. The expense of preparing such amendment or supplement shall be paid by the Issuer. For the purposes of this Section 8, the Issuer shall furnish such information with respect to themselves as the Underwriter may from time to time request. As used herein, the term "End of the Underwriting Period" means the later of such time as (a) the Issuer delivers the Bonds to the Underwriter or (b) the Underwriter does not retain, directly or as a member of an underwriting syndicate, an unsold balance of the Bonds for sale to the public.

9. *Expenses.* The Underwriter shall be under no obligation to pay, and the Issuer agrees to pay, all reasonable and necessary expenses relating to their obligations hereunder, including but not limited to the following: (i) the fees and expenses of Bond Counsel and counsel for the Issuer; (ii) the cost of the preparation and printing of the Bonds and the Official Statement, including any supplement or

amendment thereto; and (iii) expenses incurred by the Underwriter, as may be agreed to and accepted by the Issuer.

The Underwriter agrees to pay: (i) all advertising expenses in connection with the public offering of the Bonds; and (ii) all expenses incurred by the Underwriter in connection with its public offering and distribution of the Bonds in excess of the amounts paid by the Issuer for such expenses.

The provisions of this Section 9 shall survive any termination of this Bond Purchase Agreement.

10. *Indemnification.*

(a) *Indemnification of Underwriter.* The Issuer agrees to indemnify and hold harmless the Underwriter and each person, if any, who controls the Underwriter within the meaning of the Securities Act of 1933, as amended (the "Securities Act"), the Securities Exchange Act of 1934, as amended (the "Exchange Act"), or any applicable state securities law, against any loss, liability, claim, damage or expense (including the reasonable cost of investigating and defending against any claim therefor and counsel fees incurred in connection therewith), joint or several, which may be based upon any statute or at common law, (i) as a result of the failure of the Issuer to obtain any requisite order, approval or authorization of any public body in connection with the issue and sale of the Bonds to the Underwriter, or (ii) on the ground that the Official Statement, as the same may be amended, includes an untrue statement of a material fact or omits to state a material fact required to be stated therein or necessary in order to make the statements therein not misleading. In no case is the Issuer to be liable with respect to any claim made against the Underwriter or any such controlling person unless the Underwriter or such controlling person shall have notified the Issuer in writing promptly after the summons or other first legal process giving information of the nature of the claim shall have been served upon the Underwriter or such controlling person, but the failure to notify the Issuer of any such claim shall not relieve it from any liability which it may have to the person against whom such action is brought otherwise than on account of the indemnity agreement contained in this paragraph. The Issuer will be entitled to participate at its own expense in the defense or, if it so elects, to assume the defense of any suit brought to enforce any such liability, in which event such defense shall be conducted by counsel chosen by the Issuer and satisfactory to the Underwriter or such controlling person. In the event the Issuer elects to assume the defense for such suit and retain such counsel and to participate in the defense thereof, the Underwriter or any such controlling person shall have the right to employ separate counsel and to participate in the defense thereof, but the fees and expenses of such counsel shall not be at the expense of the Issuer unless the employment of such counsel has either been specifically authorized by the Issuer or there is a conflict of interest which would prevent counsel for the Issuer from representing both the Issuer and the Underwriter or any such controlling person. The Issuer shall not be liable to indemnify any person for any settlement of any such suit effected without the consent of the Issuer. The indemnity agreement contained in this paragraph shall be in addition to any liability the Issuer may otherwise have.

(b) *Indemnification of Issuer.* The Underwriter agrees to indemnify and hold harmless the Issuer against any loss, liability, claim, damage or expense (including the reasonable cost of investigating and defending against any claim therefor and counsel fees incurred in connection therewith), joint or several, which may be based upon any statute or at common law, on the ground that the Official Statement, as the same may be amended, includes an untrue statement of a material fact or omits to state a material fact required to be stated therein or necessary in order to make the statements therein not misleading, which information or omission in question was supplied or caused by the Underwriter. In no case is the Underwriter to be liable with respect to any claim made against the Issuer unless the Issuer shall have notified the

Underwriter in writing promptly after the summons or other first legal process giving information of the nature of the claim shall have been served upon the Issuer, but the failure to notify the Underwriter of any such claim shall not relieve it from any liability which it may have to the person against whom such action is brought otherwise than on account of the indemnity agreement contained in this paragraph. The Underwriter will be entitled to participate at its own expense in the defense or, if it so elects, to assume the defense of any suit brought to enforce any such liability, in which event such defense shall be conducted by counsel chosen by the Underwriter and satisfactory to the Issuer. In the event the Underwriter elects to assume the defense for such suit and retain such counsel and to participate in the defense thereof, the Issuer shall have the right to employ separate counsel and to participate in the defense thereof, but the fees and expenses of such counsel shall not be at the expense of the Underwriter unless the employment of such counsel has either been specifically authorized by the Underwriter or there is a conflict of interest which would prevent counsel for the Underwriter from representing both the Underwriter and the Issuer. The Underwriter shall not be liable to indemnify any person for any settlement of any such suit effected without the consent of the Underwriter. The indemnity agreement contained in this paragraph shall be in addition to any liability the Underwriter may otherwise have.

11. *Notices.* All notices required or permitted to be given hereunder shall be deemed given when personally delivered or sent by telecopy or overnight courier service addressed as follows:

If to the Issuer: City of Riverside, Iowa  
PO Box 188  
60 N Greene Street  
Riverside, IA 52327-0188

Attention: City Clerk/Finance Officer  
Facsimile: (319) 648-4012

If to the Underwriter: D.A. Davidson & Co.  
515 E. Locust Street  
Suite 200  
Des Moines, IA 50309  
Attention: Nathan Summers  
Facsimile: (515) 471-2702

12. *Counterparts.* This Bond Purchase Agreement may be executed in any number of counterparts, each of which shall constitute an original but all together shall constitute one and the same instrument.

13. *Contract for Benefit of Parties.* This Bond Purchase Agreement is made solely for the benefit of the parties hereto (including any successor or assignee of the Underwriter), and no other person shall acquire or have any right hereunder or by virtue hereof.

14. *Certificate of Underwriter.* On the Closing Date the Underwriter shall deliver its Certificate to the Issuer, in substantially the form set forth in Exhibit B hereto.

15. *Governing Law.* This Bond Purchase Agreement shall be governed by the laws of the State of Iowa without regard to conflicts of law principles thereof.



If the foregoing is acceptable to you, please note your acceptance in the space below, on the date hereof, whereupon this Bond Purchase Agreement shall become a binding contract between us.

**D.A. DAVIDSON & CO.**

By: \_\_\_\_\_  
\_\_\_\_\_

Accepted and agreed to this 16<sup>th</sup> day of May at \_\_: \_\_ .m.

**CITY OF RIVERSIDE, IOWA**

By: \_\_\_\_\_  
Mayor

ATTEST:

By: \_\_\_\_\_  
City Clerk

**SCHEDULE I**

**MATURITY, PRINCIPAL AMOUNT, AND INTEREST RATE**

<u>Maturity Date</u>	<u>Principal</u>	<u>Interest Rate</u>	<u>Price</u>
2017	\$210,000	_____%	_____
2018	\$210,000	_____%	_____
2019	\$215,000	_____%	_____
2020	\$220,000	_____%	_____
2021	\$220,000	_____%	_____
2022	\$225,000	_____%	_____

**EXHIBIT A**

(FORM OF)

**CLOSING CERTIFICATE**

We, the undersigned Mayor and City Clerk, of the City of Riverside (the "City"), in Washington County, Iowa, do hereby certify that we are now and were at the time of the execution of the City's \$ \_\_\_\_\_ General Obligation Corporate Purpose Bonds, Series 2016A, dated \_\_\_\_\_, 2016 (the "Bonds"), the officers respectively above indicated; and that in pursuance of Chapter 384 of the Code of Iowa, a resolution adopted by the City Council on \_\_\_\_\_, 2016 (the "Resolution"), and a loan agreement dated as of \_\_\_\_\_, 2016 (the "Loan Agreement"), by and between the City and D.A. Davidson & Co., Des Moines, Iowa (the "Purchaser"), the Bonds have been heretofore lawfully authorized and this day by us lawfully issued and delivered to or upon the direction of the Purchaser and pursuant to the Loan Agreement, the City has received \$ \_\_\_\_\_, receipt of which is hereby acknowledged, which amount represents the par amount of the Bonds (\$ \_\_\_\_\_), plus reoffering premium (\$ \_\_\_\_\_) and minus the underwriter's discount (\$ \_\_\_\_\_). The Bonds mature on June 1 in each of the years, in the respective principal amounts and bear interest payable semiannually, commencing December 1, 2016, as set forth in the Resolution.

Each of the Bonds has been executed with the facsimile signatures of the aforesaid officers, and the City has authorized and directed that the Bonds be authenticated by Bankers Trust Company, Des Moines, Iowa, as the Registrar and Paying Agent (the "Registrar"), and registered in the names of the owners on the City's registration records maintained by the Registrar.

We further certify that the Bonds are being issued to evidence the City's obligation under the Loan Agreement entered into by the City for the purpose of paying the costs, to that extent, of constructing street, water system, sanitary sewer system, storm water drainage system, and sidewalk improvements (the "Project").

We further certify that no controversy or litigation is pending, prayed or threatened involving the incorporation, organization, existence or boundaries of the City, or the titles of the aforesaid officers to their respective positions, or the validity of the Bonds, or the power and duty of the City to provide and apply adequate taxes for the full and prompt payment of the principal of and interest on the Bonds, and that none of the proceedings incident to the authorization and issuance of the Bonds have been repealed or rescinded.

We further certify that no appeal of the decision of the City Council to enter into the Loan Agreement or to issue the Bonds has been taken to the district court.

We further certify that all meetings held in connection with the Bonds were open to the public at a place reasonably accessible to the public and that notice was given at least 24 hours prior to the commencement of all meetings by advising the news media who requested notice of the time, date, place and the tentative agenda and by posting such notice and agenda at the City Hall or principal office of the City on a bulletin board or other prominent place which is easily accessible to the public and is the place designated for the purpose of posting notices of meetings.

We further certify as follows:

1. The net sales proceeds of the Bonds are \$\_\_\_\_\_ (the "Net Sales Proceeds"), the same being the Issue Price (hereinafter defined) thereof.

2. The estimated sources and uses of funds in connection with the Bonds are as follows:

<b><u>SOURCES</u></b>	
Par amount of Bonds	\$ _____
Reoffering Premium	\$ _____
	\$ _____
<b><u>USES</u></b>	
Costs of Issuance	\$ _____
Underwriter's Discount	\$ _____
Deposit to Project Fund	\$ _____
Additional Proceeds	\$ _____
	\$ _____

a. \$\_\_\_\_\_ of the Net Sales Proceeds will be used to pay costs of issuance, including the underwriter's discount, within 45 days of the date hereof, and until so applied, will be invested by the City without restriction as to yield.

b. \$\_\_\_\_\_ of the of the Net Sales Proceeds will be used to pay the costs of the Project, and the Net Sales Proceeds will be expended and invested in accordance with Section 3 hereinafter set forth.

3. The Net Sales Proceeds, including investment earnings thereon, will be invested by the City without restriction as to yield for a period not to exceed three years from the date hereof (the "Three Year Temporary Period"), the following three tests being reasonably expected to be satisfied by the City:

(a) Time Test: The City has entered into or, within six months of the date hereof, will enter into binding contracts for the Project with third parties (e.g. engineers or contractors);

(i) which are not subject to contingencies directly or indirectly within the City's control;

(ii) which provide for the payment by the City to such third parties of an amount equal to at least 5% of the Net Sales Proceeds;

(b) Expenditure Test: At least 85% of the Net Sales Proceeds will be applied to the payment of total costs of the Project within the Three Year Temporary Period; and

(c) Due Diligence Test: Acquisition and construction of the Project to completion and application of the Net Sales Proceeds to the payment of total costs of the Project will proceed with due diligence.

4. The City Council adopted a resolution on April 18, 2016 declaring its official intent to acquire and construct the Project and finance the same with bonds or other obligations (the "Intent Resolution").

The City certifies that none of the costs of the Project to be paid for from the Net Sales Proceeds are for expenditures made more than 60 days prior to the date of adoption of the Intent Resolution, except for (i) costs of issuance of the Bonds; (ii) costs aggregating an amount not in excess of the lesser of \$100,000 or 5% of the Net Sales Proceeds; (iii) costs for preliminary expenditures (including architectural, engineering, surveying, soil testing, and similar costs incurred prior to commencement of acquisition or construction of the Project, other than land acquisition, site preparation and similar costs) not in excess of 20% of the Net Sales Proceeds of the Bonds; the City will allocate Net Sales Proceeds to reimbursement of such expenditures no later than 3 years after the later of (i) the date any such expenditure was originally paid or (ii) the date the Project are placed in service (or abandoned); and such allocations will be made by the City in writing.

The City will seek reimbursement of prior expenditures already paid by the City from the proceeds of the Bonds in the amount of \$ \_\_\_\_\_.

5. Not more than 50% of the Net Sales Proceeds will be invested in non-purpose investments [as defined in Section 148(f)(6)(A) of the Internal Revenue Code of 1986, as amended (the "Code")] having a substantially guaranteed yield for four years or more (e.g., a four-year guaranteed investment contract or a Treasury Obligation that does not mature for four years).

6. The weighted average maturity of the Bonds, \_\_\_\_\_ years, does not exceed 120% of the reasonably expected economic life of the Project.

7. To our best knowledge and belief, there are no facts, estimates or circumstances which would materially change the foregoing conclusions.

8. On the basis of the foregoing, it is not expected that the Net Sales Proceeds will be used in a manner that would cause the Bonds to be "arbitrage bonds" under Section 148 of the Code and the regulations prescribed under that section. The City has not been notified of any listing or proposed listing of it by the Internal Revenue Service as a bond issuer whose arbitrage certifications may not be relied upon.

9. We further certify that the City does not currently have outstanding tax exempt obligations issued during the current calendar year, including the Bonds, in excess of \$5,000,000, nor will the City issue additional tax exempt obligations during the current calendar year which, when added to the City's current tax exempt obligations issued during the current calendar year, including the Bonds, would exceed \$10,000,000.

10. We further certify that due provision has been made for the collection of taxes sufficient to pay the principal of and interest on the Bonds when due. All payments coming due before the collection of any such taxes will be paid promptly when due from legally available funds.

IN WITNESS WHEREOF, we have hereunto affixed our hands, as of \_\_\_\_\_, 2016.

CITY OF RIVERSIDE, IOWA

By \_\_\_\_\_ (DO NOT SIGN) \_\_\_\_\_  
Mayor

Attest:  
\_\_\_\_\_  
(DO NOT SIGN)  
City Clerk

**EXHIBIT B**

(FORM OF)

**CERTIFICATE OF THE UNDERWRITER**

The undersigned officer of D.A. Davidson & Co., Des Moines, Iowa (the "Underwriter"), hereby certifies as of \_\_\_\_\_, 2016 (the "Dated Date") as follows:

1. The Underwriter has agreed to purchase from the City of Riverside, Iowa (the "Issuer") its General Obligation Corporate Purpose Bonds, Series 2016A in the stated principal amount of \$ \_\_\_\_\_ (the "Bonds"), issued pursuant to a resolution adopted by the City Council of the Issuer on \_\_\_\_\_, 2016 (the "Resolution").

The Underwriter has purchased the Bonds pursuant to a certain bond purchase agreement (the "Bond Purchase Agreement") dated \_\_\_\_\_, 2016 (the "Sale Date") between the Underwriter and the Issuer. The Bond Purchase Agreement has been duly authorized, executed and delivered by the Underwriter and has not been repealed, rescinded or amended by the Underwriter.

2. The Underwriter hereby confirms that the initial offering price at which all of the Bonds have been sold to the public (excluding bond houses, placement agents, brokers or similar persons or organizations acting in the capacity of underwriters or wholesalers) is \$ \_\_\_\_\_.

Furthermore, based upon our records and other information available to us which we have no reason to believe is not correct:

(a) All of the Bonds have been the subject of a bona fide initial offering to the public (excluding bond houses, placement agents, brokers or similar persons or organizations acting in the capacity of underwriters or wholesalers) at the respective prices or yields shown on the cover of the Official Statement dated \_\_\_\_\_, 2016 (the "Official Statement"), plus accrued interest, if any.

(b) At the time the Underwriter agreed to purchase the Bonds, based upon the then prevailing market conditions, we reasonably expected that at least 10% of each maturity of the Bonds would be sold to the public (excluding bond houses, placement agents, brokers or similar persons or organizations acting in the capacity as underwriters or wholesalers) at the offering prices described above, and the undersigned had no reason to believe that any of the Bonds would be initially sold to the public (excluding bond houses, placement agents, brokers or similar persons or organizations acting in the capacity as underwriters or wholesalers) at prices greater than the respective prices, or at yields less than the respective yields, shown in the Official Statement, plus accrued interest, if any.

(c) At least 10% of each maturity of the Bonds was sold to the public (excluding bond houses, placement agents, brokers or similar persons or organizations acting in the capacity as underwriters or wholesalers) at the respective prices or yields shown on the cover of the Official Statement, plus accrued interest, if any, except as noted on Exhibit A hereto.

3. The Underwriter has not and will not receive any compensation with respect to or related to the issuance of the Bonds in excess of the Underwriter's discount in the amount of \$\_\_\_\_\_ from proceeds of the Bonds.

4. The Underwriter has computed the yield on the Bonds in accordance with Section 148(h) of the Internal Revenue Code of 1986, as amended (the "Code"), to be \_\_\_\_\_%.

5. The Underwriter has computed the weighted average maturity of the Bonds to be \_\_\_\_\_ years.

6. Based upon the market trades of the Bonds between the Sale Date and the Dated Date, and our knowledge of the conditions generally prevailing in the municipal bond market between such dates, we have no reason to believe that our representations and certifications in paragraph 2 hereof are incorrect and may not be relied upon by the Issuer and Bond Counsel.

IN WITNESS WHEREOF, the Underwriter has caused this certificate to be executed by its duly authorized officer as of the Dated Date.

D.A. DAVIDSON & CO.  
Des Moines, Iowa

By (DO NOT SIGN)  
(Signature)

\_\_\_\_\_  
(Print Name and Title)



**EXHIBIT A  
UNSOLD MATURITIES**

In the event that less than 10% of any particular maturity has been sold to the public by the date of closing, please list each such maturity below, indicate the percentage of that maturity remaining to be sold to the public and give a brief description of the reason the sale of 10% or more of that maturity to the public was not achieved.

<b>Maturity</b>	<b>Percentage Unsold</b>	<b>Reason for inability to sell at least 10%</b>

Please provide contact information for Underwriter's representative to contact in the event of need for further discussion:

Name: \_\_\_\_\_ (DO NOT SIGN)

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

## Lory Young

---

**From:** Glen Meisner <G.meisner@mmsconsultants.net>  
**Sent:** Thursday, May 05, 2016 2:13 PM  
**To:** 'Mayor'  
**Cc:** lory@cityofriversideiowa.com; 'Scott Pottorff'  
**Subject:** Ella sidewalk

Allen,

We held the meeting with Larry Simon and Kevin Mills this morning. Ralph and Tom Sexton from the City of Riverside were in attendance as well as Scott Pottorff with MMS.

The following items are questions that we will try to get answers on:

1. If we were to narrow the sidewalk to 6 feet how does that affect our future funding of the TAP Funds or Casino grants?
2. Does the sidewalk need to be 6 feet wide for the Safe Route to Schools?
3. Do we have room for a trail going north on Ash/Tupelo?
4. When will we make a decision?
5. Should we lower the entire street to help on the Gehrs garage?

We will try to have answers early next week.

An ugly incident occurred at the site involving Larry Simon with making disparaging remarks to Scott Pottorff. I stopped that conversation immediately, but the damage was already done. After the meeting I talked to Larry asking him to be respectful to my employees when we have meetings like this. I can go more into detail at a later time. I have also been told that Larry is talking to the foreman and employees on the project. I would ask that Larry not have interactions with the contractor.

I have confirmed that dirt was hauled to a lot in town. I asked the contractor to refrain from doing that again. The foreman had asked Kevin Engle if Riverside wanted the dirt.

The foreman was unaware of asphalt millings being hauled to another community.

I informed the foreman that we are not paying for extra dirt to be hauled back in.

Please feel free to call when you want.

Glen



**MMS Consultants, Inc.**

*Experts in Planning and Development Since 1975*

**Glen Meisner, P.L.S. & P.E.**

*Partner*

Office: (319) 351-8282

Mobile: (319) 631-2705

[G.meisner@mmsconsultants.net](mailto:G.meisner@mmsconsultants.net)

[www.mmsconsultants.net](http://www.mmsconsultants.net)

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Environmental Specialists

Landscape Architects

Land Planners

Land Surveyors

Civil Engineers

May 12, 2016

Mayor Allen Schneider  
Riverside City Council Members  
Lory Young, City Clerk  
City of Riverside  
PO Box 188  
Riverside, IA 52327

RE: Ella Street Sidewalk

Honorable Mayor Schneider, City Council Members and Lory:

I am writing this letter as a result of a recent meeting held on May 5, 2016 in Riverside concerning Ella Street and Ella Street sidewalk. Those attending the meeting were Larry Simon, Kevin Mills, Ralph Schnoebelen, Tom Sexton, Scott Pottorff and myself.

The primary purpose of the meeting was to visit about the horizontal location of the 8' wide sidewalk on the east side of Ella Street. I was instructed to provide further information to five questions as follows:

1. If we were to narrow the sidewalk to 6 feet how does that affect our future funding of the TAP Funds or Casino grants?

Answer: I have reviewed the "Request for Transportation Alternatives Program (TAP) Funds" that we submitted to EICCOG on March 30, 2016. A copy of the request is included for your review. The application indicates that an 8' sidewalk is planned to be installed as part of the Ella Street Project and is proposed in the TAP Application for Funds as being 8' wide.

I have placed a call to Mary Rump with EICCOG, but have not received a return call.

2. Does the sidewalk need to be 6 feet wide for the Safe Route to Schools?

Answer: The Safe Route to Schools requires a sidewalk width of 5-6 feet.

3. Do we have room for a wide sidewalk going north on Ash/Tupelo?

Answer: We believe that we do have room for the 8' sidewalk as we plan to widen Ash Street/Tupelo Boulevard with a curb and gutter, thus eliminating or shallowing (like Ella Street) the roadway ditch in certain areas.



4. When will we make a decision?

Answer: A final decision will be made Monday, May 16, 2016 at the Riverside City Council Meeting.

5. Should we lower the entire street between 4<sup>th</sup> Street and St. Marys Street to help on the Gehrs garage?

Answer: This would be a resounding "No" answer because of the differential elevations from the west side of Ella Street to the east side of Ella Street.

In addition, the cost to remove more material will be much more expensive and unnecessary. Lowering the street adds to the completing of the sidewalks as we try to meet ADA standards.

Recommendation of the City Engineer:

After careful consideration I strongly recommend to keep the sidewalk at 8 feet in width for the following reasons:

1. We have had discussions about this project for nearly 1½ years. The focus has been to solve drainage problems not only on Ella Street, but other streets feeding into Ella Street. In addition we wanted to resurface Ella Street, our main north-south roadway in Riverside. Lastly, the 8' sidewalk will be our pedestrian link between downtown and the proposed community center and Riverside Elementary School. The 8' sidewalk allows two way bicycle and pedestrian traffic to meet on the sidewalk.
2. A large amount of time has been spent on design, engineering and public meetings to inform the general public about this project. I am very fearful of making quick decisions on a project that is under construction. I think an old adage is very appropriate here that says "For every action, there is a reaction."
3. The question has been asked if we can keep the east edge of the new sidewalk at the same location as the old sidewalk. During the last two City Council meetings I have stated to the Council that I am willing to listen to comments and make adjustments where the project will not be affected negatively. I have reviewed the area in front of Kevin Mills' property. I think I can move the sidewalk to a point about 3 feet west of Mills' west property line as marked in the field.

There are also other areas where we will need to adjust the location of the sidewalk to miss certain features. I cannot agree to set the sidewalk a certain



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distance from the east right-of-way line of Ella Street, but we will make every effort to keep the sidewalk as straight as possible.

It is important to understand that the City of Riverside has street right-of-way for a purpose and the City has the right to use this space that is in the best interest of the City.

In summary, the sidewalk needs to remain 8 feet in width. We will work diligently to place the sidewalk where it needs to be along Ella Street and in front of Kevin Mills' property we will attempt to be 3' west of his west property line as it is marked in the field. The purpose of the shift in front of Mills is to avoid an existing tree as much as possible.

I wanted to clarify after the last Council meeting that if we reduced the sidewalk to 6' rather than 8', the cost saving would be \$20,426.75 for the concrete.

Finally, it is my hope that we can work as a team and stick to a goal and a project as close as possible. I realize that changes are necessary in certain instances and other times we should stay with the plan. In this case we have attempted to avoid Mills' tree and other critical features, but we need to make sure that the entire project functions properly.

Thank you for input into this project and I look forward to this project becoming a reality.

Respectfully submitted,

Glen D. Meisner, PE & PLS

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**PROJECT SPECIFICATIONS  
AND SCOPE OF WORK**

**CASEY'S SANITARY SEWER  
CITY OF RIVERSIDE, IOWA**

1. This project is an informal competitive quotation project. No bid bond is required. A performance and payment bond will be required for the awarded bidder.
2. Bids will be received until 2 PM on June 1, 2016. Award of the contract shall be considered by the City Council at its regular meeting on June 6, 2016.
3. Work on this project may commence as soon as possible after award. Final project completion, including satisfactory completion of all corrective work identified on the project "Punchlist," is July 8, 2016. Permanent seeding shall occur after August 10, 2016. Liquidated damages of \$500.00 per working day shall be assessed for work beyond the completion date, except permanent seeding.
4. All work on the project shall be in accordance with 2016 edition of the SUDAS Specifications.
5. This project is a sales tax exempt project. The City of Riverside will issue certificates to the awarded bidder and subcontractors as needed.
6. Construction staking shall be provided and paid for by the Owner. MMS Consultants shall provide construction staking on the project. Contractor shall provide minimum 48 hour notice for staking needs. Staking shall be provided on a ONE TIME ONLY basis. Contractor shall be responsible for areas requiring restaking at MMS standard hourly rates.
7. Although no NPDES permit is required for this project, the Contractor shall be responsible for providing erosion control measures for the project as required to ensure that silt does not leave the project area. Contractor shall clean streets of dirt and debris at the end of each day. Contractor shall provide temporary restroom facilities for their employees. Contractor shall install silt fence or filter sock in the ditch at the downstream end of the project. All of this work shall be included in the SWPPP Management bid item.
8. Replacement driveway culverts shall be 12" CMP or ADS N-12 culverts of the same length as the culverts removed.
9. The Contractor shall be responsible for notifying Casey's and Eckroth (11 River Street ) for any periods where sewer service to those properties will be affected. Notification shall be by door hanger or speaking to the property owners.
10. Use of Trench Foundation or Replacement of Unsuitable Backfill bid items shall be authorized by the Engineer prior to use. No payment shall be made on these items without prior approval of the Engineer.
11. Import sufficient topsoil from offsite to provide a minimum of 4" of topsoil in all areas to receive permanent seeding. Place topsoil and prepare for permanent seeding in accordance with SUDAS Section 9010, 3.04. Seedbed shall be free of rock and other debris for seeding.

12. The contractor is encouraged to utilize hydraulic seeding for permanent seeding, fertilizing and mulching. If hydraulic seeding is not used, straw mulch shall be applied in accordance with SUDAS Section 9010, 2.07, A. The Contractor shall perform permanent seeding after August 10<sup>th</sup>. The contractor shall perform watering of the seeded areas a minimum of 3 times after placement of seed. There shall be a minimum of 48 hours between watering events and a minimum of 48 hours between any rain event in excess of 0.5" and the next watering event. The City shall provide water for watering from a hydrant near the project area. The contractor shall provide hoses, sprinklers and other equipment as required to complete watering of the entire seeded area. Use enough water to keep the soil and mulch moist to a depth of 1 inch and ensure growth of the seed. Acceptance of seeding shall be as outlined in Section 9010, 3.10 of the SUDAS Specifications.
13. Traffic Control in accordance with IDOT Standard Road Plans TC-202 and TC-211 shall be utilized on the project.

### **SCOPE OF WORK**

1. Field verify the location of existing utilities, including existing water main and sanitary sewer force main and existing sanitary sewer services. Field verify the depth of existing sanitary sewer at the location of Sanitary Manhole #1 prior to ordering the manhole for this location. Potholing or other exploratory excavation as required to verify the location and depth of the existing utilities shall be included in the work.
2. Remove existing sanitary sewer. Install proposed sanitary manholes and sanitary sewer. Connect existing services to new sanitary sewer with new wye connections. Connect existing sanitary sewer to new manhole #1. Removal of granular driveway surfacing shall be included in removal and installation of storm sewer. Remove and replace driveway culverts. Maintain access to driveways as much as possible during construction.
3. Sanitary sewer mains shall have Class F-2 bedding per IDOT Standard Road Plan SW-103. Backfill sanitary sewer with suitable native material to 95% Standard Proctor Density in maximum 24 inch lifts. Unsuitable backfill material may be replaced with granular material at the direction of the Engineer.
4. Restore road ditch to the pre construction elevations and slopes. Import topsoil as required to provide a minimum of 4 inches of topsoil in all areas to be seeded. Install granular driveway.
5. Perform mandrel testing after sanitary sewer has been in place for a minimum of 28 days. Televise sanitary sewer after installation in lieu of performing air pressure tests.
6. Seed, fertilize and mulch all disturbed areas after August 10, 2016. Provide maintenance of seeded areas as described above.

**PROPOSAL**

**CASEY'S SANITARY SEWER  
for the CITY OF RIVERSIDE, IOWA**

Name of Bidder \_\_\_\_\_

Address of Bidder \_\_\_\_\_

Telephone Number \_\_\_\_\_ FAX No. \_\_\_\_\_

**TO:           City Clerk  
              City of Riverside, Iowa  
              60 N. Greene Street  
              Riverside, IA 52327**

**Project:  
Casey's Sanitary Sewer**

The undersigned bidder has carefully examined the site of the proposed Work and is fully informed and satisfied as to the conditions there existing, the character and requirements of the proposed Work, the difficulties attendant upon its execution and the accuracy of all estimated quantities stated in this BID, and bidder has carefully read and examined the Drawings, the Specifications, any addenda and other Contract Documents therein referred to and knows and understands the terms and provisions thereof.

The undersigned bidder agrees that if this BID is accepted, bidder will contract with the Owner, as provided in the copy of the Contract Documents deposited in the office of the City Clerk, this BID form being part of said Contract Documents, and that bidder will perform all the work and furnish all the materials and equipment, and provide all labor, services, plant, machinery, apparatus, appliances, tools, supplies and all other things required by the Contract Documents in the manner and within the time therein prescribed, and that Bidder will take in full payment therefore the lump sum or unit price applicable to each item of the work as stated in the schedule below.

The undersigned bidder, having examined and determined the scope of the Contract Documents, hereby proposes to provide the required labor, services, materials and equipment and to perform the Project as described in the Contract Documents, including Addenda \_\_\_\_\_ and to do all work at the prices set forth herein.

The undersigned bidder agrees to provide a performance and payment bond equal to 100% of the bid amount after award. A copy of the performance and payment bond is included in the specifications.

The undersigned bidder further agrees to do all "Extra Work" which may be required to complete the work contemplated, at unit prices or lump sums to be agreed upon in writing prior to starting such work. The names of those persons, firms, companies or other parties with whom we intend to enter into a subcontract, together with the type of subcontracted work and approximate dollar amount of the subcontract, are as follows:

\_\_\_\_\_  
\_\_\_\_\_



Casey's Sanitary Sewer

No.	Item Code	Item	Quantity	Unit	Unit Price	Total Price
1	1070-206-A-3	Traffic Control	1	LS		
2	2010-108-D-3	Off Site Topsoil	100	CY		
3	3010-108-C-0	Trench Foundation	25	TONS		
4	3010-108-D-0	Replacement of Unsuitable Backfill Material, Granular Backfill	50	CY		
5	4010-108-A-1	Sanitary Sewer Gravity Main, Trenched, PVC (SDR 26), 8" Dia.	312	LF		
6	4010-108-H-0	Remove Existing Sanitary Sewer	312	LF		
7	4010-108-K-1	Sanitary Sewer Existing Service Lateral Reconnection	2	EA		
8	4030-108-A-0	Remove and Replace Driveway Culverts	2	EA		
9	6010-108-A-0	Sanitary Manhole, Type SW-301, 48" Dia	2	EA		
10	6010-108-G-0	Connect Existing Sanitary Sewer to New Manhole	1	EA		
11	7030-108-H-1	Granular Driveway, 6"	80	SY		
12	9010-108-A-0	Seeding, Fertilizing and Mulching, Permanent, Type, 1	0.2	AC		
13	9040-108-A-2	SWPPP Management	1	LS		

TOTAL BASE BID

The work under the contract shall commence within ten (10) days after date set forth in written Notice to Proceed. All work shall be complete and by July 8, 2016.

Liquidated damages in the amount of \$500.00 per calendar day will be assessed for each calendar day that work on the total project shall remain uncompleted after the end of the contract period, with due allowance for extensions of the contract period due to conditions beyond the control of the Contractor. Penalties shall also apply for extended street closures as outlined in the specifications.

The undersigned bidder certifies that this proposal is made in good faith, and without collusion or connection with any other person or persons bidding on the work.

The undersigned bidder states that this proposal is made in conformity with the Contract Documents and agrees that, in the event of any discrepancies or differences between any conditions of this proposal and the Contract Documents prepared for the City, the more specific shall prevail.

The bidder hereby agrees that bidder will not withdraw this BID within 50 consecutive calendar days after the actual date of the opening of Bids and that, if the Owner shall accept this Bid, the bidder will duly execute and acknowledge the AGREEMENT and furnish, duly executed and acknowledged, the required CONTRACT BONDS within ten (10) days after notification that the AGREEMENT and other Contract Documents are ready for signature.

Should the bidder fail to fulfill any of the agreements a herein above set forth, the Owner shall have the right to retain as liquidated damages the amount of the bid bond check which shall become the Owners property. If a bid bond was given, it is agreed that the amount thereof shall be paid as liquidated damages to the Owner by the Surety.

By \_\_\_\_\_ Date \_\_\_\_\_  
Signature of Authorized Person

Title \_\_\_\_\_

SEAL (if corporation)

The above prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to do the work subject to the conditions and specifications of this document.

Date: \_\_\_\_\_ By: \_\_\_\_\_  
City of Riverside

**PERFORMANCE AND PAYMENT BOND**

\_\_\_\_\_ as Principal, hereinafter called the Contractor and

\_\_\_\_\_  
(Here insert the legal title of the Surety)

as Surety, hereinafter called the Surety, are held and firmly bound unto the City of Riverside, Iowa, as obligee, hereinafter called the Owner, in the amount of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) for the payment for which Contractor and Surety hereby bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

WHEREAS, Contractor has, as of \_\_\_\_\_, entered into a written Agreement with Owner for the said construction of the Casey's Sanitary Sewer; and  
(date)

WHEREAS, the Agreement requires execution of this Performance and Payment Bond, to be completed by Contractor, in accordance with plans and specifications prepared by MMS Consultants, Inc., which Agreement is by reference made a part hereof, and the agreed-upon work is hereafter referred to as the Project.

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION are such that, if Contractor shall promptly and faithfully perform said Agreement, then the obligation of this bond shall be null and void; otherwise it shall remain in full force and effect until satisfactory completion of the Project.

- A. The Surety hereby waives notice of any alteration or extension of time made by the Owner.
- B. Whenever Contractor shall be, and is declared by Owner to be, in default under the Agreement, the Owner having performed Owner's obligations thereunder, the Surety may promptly remedy the default, or shall promptly:
  - 1. Complete the Project in accordance with the terms and conditions of the Agreement, or
  - 2. Obtain a bid or bids for submission to Owner for completing the Project in accordance with the terms and conditions of the Agreement; and upon determination by Owner and Surety of the lowest responsible bidder, arrange for a contract between such bidder and Owner, and make available, as work progresses (even though there may be a default or a succession of defaults under the Agreement or subsequent contracts of completion arranged under this paragraph), sufficient funds to pay the cost of completion, less the balance of the Contract Price, but not exceeding the amount set forth in the first paragraph hereof. The term "balance of the Contract Price," as used in this paragraph, shall mean the total amount payable by Owner to Contractor under the Agreement, together with any addenda and/or amendments thereto, less the amount properly paid by Owner to Contractor.
- C. The Contractor and Contractor's Surety shall, in accordance with the provisions of Chapter 384, Code of Iowa, be obligated to keep the improvements covered by this bond in good repair for a period of two (2) years from the date of formal acceptance of the improvements by the Owner.
- D. No right of action shall accrue to or for the use of any person, corporation or third party other than the Owner named herein or the heirs, executors, administrators or successors of Owner.

IT IS A FURTHER CONDITION OF THIS OBLIGATION that the Principal and Surety, in accordance with provisions of Chapter 573, Code of Iowa, shall pay to all persons, firms or corporations

having contracts directly with the Principal, including any of Principal's subcontractors, all claims due them for labor performed or materials furnished in the performance of the Agreement for whose benefit this bond is given. The provisions of Chapter 573, Code of Iowa, are a part of this bond to the same extent as if it were expressly set out herein.

SIGNED AND SEALED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2016.

IN THE PRESENCE OF:

\_\_\_\_\_  
(Principal)

\_\_\_\_\_  
Witness

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Surety)

\_\_\_\_\_  
Witness

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Address)

2245022P&PBOND.doc  
5/12/2016





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Civil Engineers

May 13, 2016

Mr. Matt Bockenstedt  
Rathje Construction Co.  
PO Box 408  
Marion IA 52302

RE: Cherry Lane, Riverside, Iowa

Dear Matt:

Thank you for taking my phone call today in regard to completing Cherry Lane in Riverside, Iowa.

You explained that you are now working on Cherry Lane today. You asked for construction stakes on Tuesday, May 17, 2016. I asked if the paving contractor is ready to pave and you responded that Metro has been in contact with you.

Please be advised that your completion date is June 3, 2016. You are also aware of the Liquidated Damages for not being completed by the prescribed completion date.

The City of Riverside has received offers on 6 lots. We intend to be completed by June 3, 2016. The City of Riverside will be forced to ask for liquidated damages if the project is not complete by said completion date.

Respectfully submitted,

Glen D. Meisner, PE & PLS

cc: Lory Young, Riverside City Clerk

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Duffey's

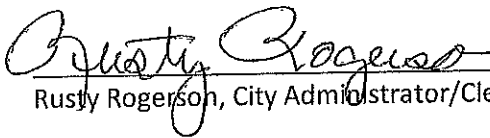
City of Riverside, Iowa  
City Council Minutes  
July 1, 2013

Mayor Bill Poch called the regular meeting of the City Council to order at 6:30 pm. Roll Call was taken with Chris Kirkwood, Kevin Kiene, Nat Kasdorf, Bob Schneider and Ralph Schnoebelen present. Schnoebelen moved to approve the agenda, seconded by Kevin Kiene, passed 5/0. Kirkwood moved to pass the consent agenda, seconded by Kevin Kiene, passed 5/0. Paul McCracken, President of the Riverside Area Community Club (RACC) updated the Council on Trek Fest. McCracken thanked the Council for their support of the fireworks display. Mike Meinders Vice President of RACC wanted to thank the city employees who did an excellent job getting the park ready for Trek Fest. Benjamin Carhoff from Hart Frederick updated the Council on several storm water issues that had been raised at previous meetings. Carhoff stated there was only one bidder for the work to be done at the end of Glasgow Street. Kelly Excavating was the sole bidder at \$7,569.40. This would be a temporary fix. Moved by Schnoebelen seconded by Kasdorf to accept the bid, passed 5/0. Carhoff explained the details of the areas they looked at, including the parking in front of the Community Center, Boise Street, intersection at the corner of Ella and 4<sup>th</sup>, Conservation Park, and Highway 22 in front of Riverside Grain and Feed. Schneider suggested a work session to physically tour the projects. Schneider moved that the City proceed with the projects on Highway 22 which is the storm drain by Riverside Grain and Feed and investigate the handicapped parking spot in front of the Community Center, seconded by Kiene. Passed 5/0. Citizen Bruce Platterter presented his request to have a parcel of his land annexed into the City. Moved by Schneider, seconded by Kirkwood to accept the annexation request and to have Rogerson was directed to proceed with Platterter's request in accordance with Iowa Law. Passed 5/0. Rogerson updated the Council concerning Boise Street Court, which Washington County is ready to vacate the level B Road. Rogerson asked the Council if they wanted him to give the annexation request to the City Attorney, in light of incomplete annexations that the City Attorney has currently. Moved by Kiene, seconded Kirkwood to assign the annexation to the City Attorney. Kasdorf asked if we could get a time frame from the attorney about how long this will take, Kirkwood suggested a work session with the City Attorney to discuss annexation procedures. Kiene amended his motion and added this process must be completed in 30 days. Passed 5/0. Rogerson updated the Council on the status of Cherry Lane. There are currently several issues about this project. One of the problems is that the land annexation is not complete. The adjoining landowner has not set a price for the property that he owns and the original plat has an error in it. Moved by Schneider to have the annexation of this property within 30 days, seconded by Kasdorf. Passed 5/0. A discussion was held concerning the status of the Visioning Committee Funds. Rogerson stated we were aware of current projects and that the money be moved to the general funds. Schnoebelen moved to have the Visioning Committee funds placed in the general fund, seconded by Kiene. Kirkwood stated the Visioning Committee has not met since April. Citizen Larry Simon (chairperson) of the Visioning Committee indicated that there are some ideas, but none of them have been presented to the Council. Motion passed 5/0. Rogerson presented the requested information concerning anonymous letters. Kiene moved that all anonymous letters be included in the council packets, seconded by Kirkwood. Considerable discussion was held concerning these letters. Citizen Paula Walton addressed the Council concerning anonymous letters. Passed 3/2. Kiene moved that Resolution 07012103-1 identifying a neighborhood for possible rehab funding, seconded by Kirkwood. Passed 5/0. Kirkwood moved that Resolution 07012013-2 a change order for WHR to the Lift Station # project, seconded by Schnoebelen. Passed 5/0. Kirkwood moved that that Resolution 07012013-3 to pay WHR the second pay estimate in the amount of \$217,756.50 as it relates to the Lift Station 3 project, seconded by Kiene. Passed 5/0. Kirkwood moved to approved Resolution 07012013-4 to pay Washington County \$175,000 as the annual payment of the infrastructure finance project, seconded by

✓

Schnoebelen. Passed 5/0. Kiene moved that Resolution 07012013-5 entering into a cooperative agreement with Lone Tree for Senior Dining, seconded by Kasdorf. Passed 5/0. Rogerson presented a Commercial Grant request from Riverside Grain and Feed to have the gas station at the corner painted. They request \$1100. It was moved by Schneider and seconded by Kasdorf. Passed 5/0. Rogerson shared information about possible real estate that is available to move the Community Center. Schneider moved that Rogerson investigate the possibilities of finding a new location for the Community Center, seconded by Kasdorf. Passed 4/1 with Kirkwood voting nay. Rogerson briefed the Council on the City Wide Trash day. Rogerson indicated he would like to do 2 clean up days in fiscal years 2013-14. Kirkwood appreciated the update from the auditor. Rogerson reminded the Council that tonight's Council meeting was live on the City's website. Lory Young, Deputy Clerk updated the Council about the building inspector Neal Bombei and what a great job he is doing for the City. Schnoebelen thanked City employees for their hard work during Trek Fest. Kirkwood requested that the evaluations of the outside employees and their personal input sheets. Kirkwood updated the Council on the Governor's Volunteer Award Ceremony. Kirkwood commented about why an editorial was included in the packet. Kasdorf thanked Johnson County Refuse for their work with the clean day. He also thanked Ryan Schlabaugh for his assistance over the past 9 months. Kasdorf also questioned why the editorial was in the packet. Schneider asked that everybody keep the firefighters that lost their lives in their minds. Schneider also stated that our fire department is volunteers and we should always have them in our minds.

Attest:

  
Rusty Rogerson, City Administrator/Clerk

  
Bill Poch, Mayor

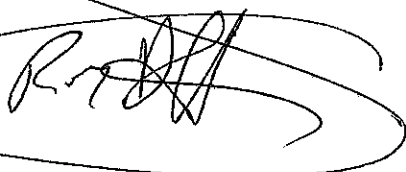


To City of Riverside,

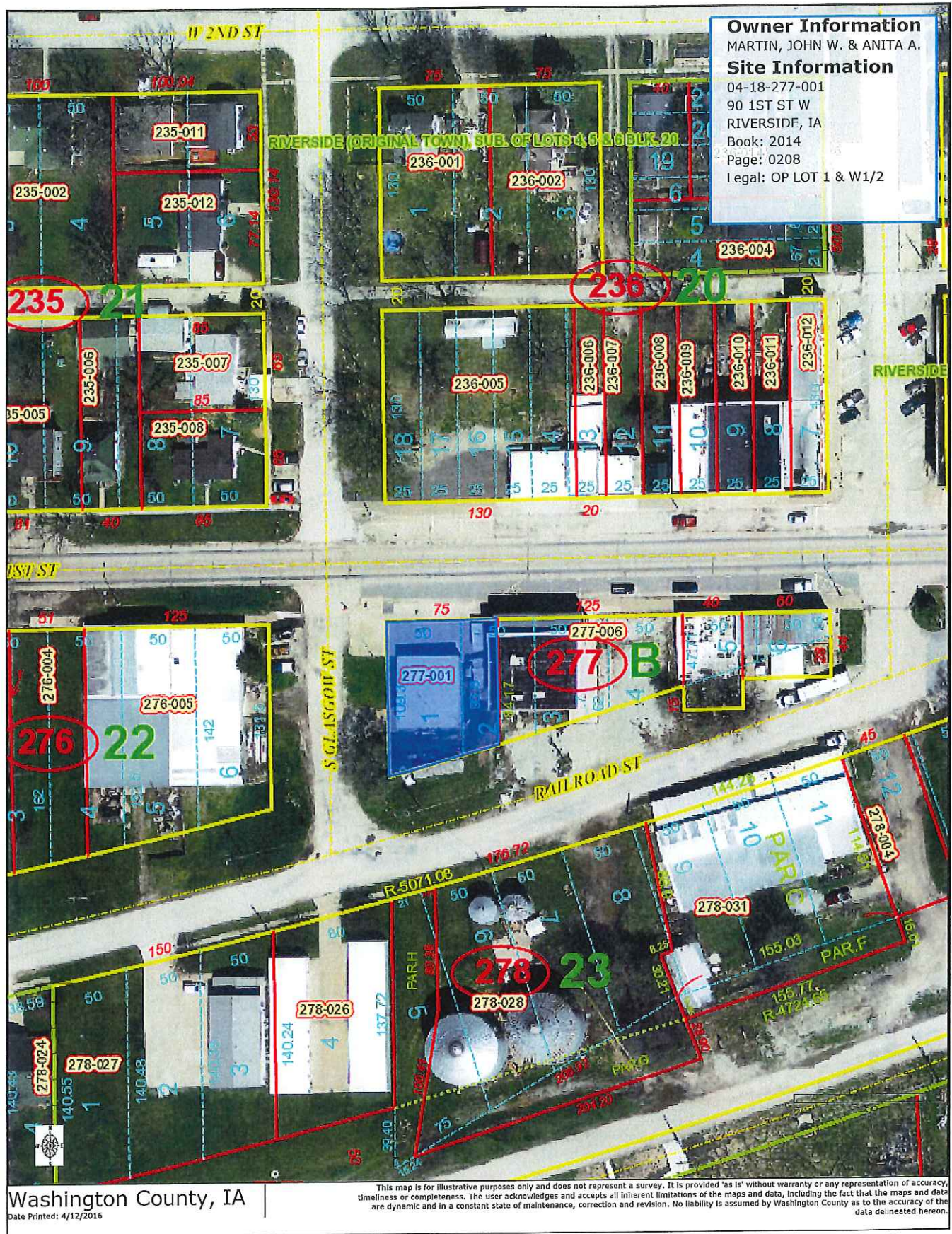
2 years ago at council meeting,  
it was agreed by all council members and  
the mayor that after reconstructing  
the storm sewer on Duffey Cycles property  
the hill would be restored, concrete  
would either be mudjacked into original  
position or replaced, the flagpole put  
back straight + level and grass was to  
be planted. . . . All that happened was  
crab grass and stinkweed was left  
for me to deal with.

PS: I expect no chemical  
killing of weeds  
This property is frequented  
by birds, bees, frogs,  
and toads.

Roger Duffey  
Duffey Cycles  
PO Box 1353  
90 W 1st St  
Riverside Ia 52327







Washington County, IA  
Date Printed: 4/12/2016

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**RESOLUTION #05182016-02**

**RESOLUTION APPROVING CHANGE ORDER #3 FOR THE ELLA STREET IMPROVEMENTS CONSTRUCTION PROJECT**

**Whereas**, the City of Riverside City at the recommendation of the City Engineering Firm, MMS Consultants, Scott Pottorff and it is the opinion of the City Engineering Firm that the City Council accept this change order in the amount of \$5,738.25 for additional Water Main, fittings and bends for the Ella Street Improvements Construction Project.

**Therefore**, be it resolved the City of Riverside City Council does hereby accept the change order #3 in the amount of \$5,738.25 for changes to the project.

It was moved by Councilperson \_\_\_\_\_, seconded by Councilperson \_\_\_\_\_ to adopt the foregoing resolution on May 16th, 2016.

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

Ayes:

Nays:

Absents:

Signed: \_\_\_\_\_

Allen Schneider, Mayor

Attest: \_\_\_\_\_

Lory Young, City Clerk



**MMS Consultants, Inc.**  
*Experts in Planning and Development Since 1975*

1917 S. Gilbert Street  
 Iowa City, Iowa 52240  
 319.351.8282  
 mmsconsultants.net  
 mms@mmsconsultants.net

Environmental Specialists

Landscape Architects

Land Planners

Land Surveyors

Civil Engineers

May 11, 2016

2245-012

Ella Street Improvements  
 Change Order #3

The following changes to the contract are requested to reimburse the contractor for additional water main bends and fittings and additional labor to bend proposed water main around existing utilities.

There were three locations between Highway 22 and 2<sup>nd</sup> Street where there were conflicts between the proposed water main and the existing utilities. These conflicts required additional work to bend the water main to avoid the conflicts. The contract changes for this work are as follows:

<u>Item</u>	<u>Est Quantity</u>	<u>Unit Price</u>	<u>Total Estimated Cost</u>
Water Main Additional Fittings and Bends	1 LS	\$5,738.25	\$5,738.25

The costs are broken down as follows:

Materials - \$3,075.75  
 Labor/Equipment - \$2,662.50

Change to the Contract

This change order would add the above item to the contract and increase the amount of the contract by \$5,738.25.

Reason for changes

During water main installation several potential conflicts arose with existing utilities. Some of these were resolved by modifying the storm sewer design but others could not be resolved. Since the water main is a pressure system, the elevations and slopes of the pipes are not as critical and are easier to modify. Therefore it was decided to modify the water main alignment in 3 locations to avoid conflicts.

Approved by:

\_\_\_\_\_  
 Cornerstone Excavating

\_\_\_\_\_  
 City of Riverside

**RESOLUTION #05182016-03**

**RESOLUTION APPROVING CHANGE ORDER #4 FOR THE ELLA STREET IMPROVEMENTS CONSTRUCTION PROJECT**

**Whereas**, the City of Riverside City at the recommendation of the City Engineering Firm, MMS Consultants, Scott Pottorff and it is the opinion of the City Engineering Firm that the City Council accept this change order in the amount of \$650.00 for additional removing tree stumps for the Ella Street Improvements Construction Project.

**Therefore**, be it resolved the City of Riverside City Council does hereby accept the change order #4 in the amount of \$650.00 for changes to the project.

It was moved by Councilperson \_\_\_\_\_, seconded by Councilperson \_\_\_\_\_ to adopt the foregoing resolution on May 16th, 2016.

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

Ayes:

Nays:

Absents:

Signed: \_\_\_\_\_

Allen Schneider, Mayor

Attest: \_\_\_\_\_

Lory Young, City Clerk



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May 11, 2016

2245-012

Ella Street Improvements  
 Change Order #4

The following changes to the contract are requested to reimburse the contractor for grubbing two tree stumps that were in conflict with the work.

There were two tree stumps that were in conflict with the work. These were required to be removed and it was decided to remove them while the tree clearing on the project was occurring. The contract changes for this work are as follows:

<u>Item</u>	<u>Est Quantity</u>	<u>Unit Price</u>	<u>Total Estimated Cost</u>
Grub Tree Stumps	1 LS	\$650.00	\$650.00

Change to the Contract

This change order would add the above item to the contract and increase the amount of the contract by \$650.00.

Reason for changes

There were two stumps in conflict with the work which needed to be removed. These stumps were not shown on the plans to be removed as they were flush with the ground and difficult to pick up during topographic survey. The contractor removed these stumps while other tree clearing work was completed on site.

Approved by:

\_\_\_\_\_  
 Cornerstone Excavating

\_\_\_\_\_  
 City of Riverside

2245012changeorder4.docx

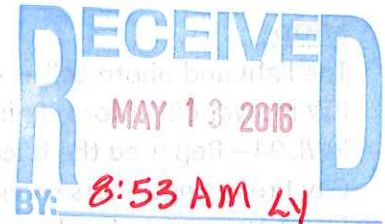


## Operations Report – Water and Wastewater

April 2016

### Administrative

DNR Inspection at the Wastewater Plant and Lift Stations.  
Renewed the Water Use Permit, No 3430  
Updated the blower files at the WW Plant.



### Treatment

Fluoride injector quill saddle at the Water Plant was replaced.  
Assisted with special Bac Ts for the Ella Street water main project.  
V and K Engineering set up a meeting with Mike Sass from Spears Piping to come and evaluated the pipe failures at the Water Plant.  
Sent pipe pieces to Spears to be tested.  
Worked on the chlorine pump at the water plant. Pump was airlocked.  
New LDO membrane installed on the DO probe.  
Checked the ISAM tank supernate, 10' and 6'.  
Washed the screen at the WW Plant.

### Collection/Distribution

Checked on meter information at Integrity Builders. Meters not connected to correct accounts.  
Closed and opened water valves for Cornerstone during main tie ins.  
32 One Calls completed.  
Sewer issue at 10 Railroad Street, Stumpf Cons. repaired for the resident.  
Sewer backup at Caseys. Reported to Region 6 IDNR Office.

### Customer Service

Met with the resident at 141 E 4<sup>th</sup> Street about the meter pad. It needs to be raised out of the window well.

### Project Updates

Updated locates for the Casey's sewer project.  
Water tie ins were completed at Ella and Highway 22, Ella and 2<sup>nd</sup>, Ella and 4<sup>th</sup>, and Ella and Blackberry for the new watermain.  
Water line lowered at Ella and 2<sup>nd</sup> do to the storm sewer elevation being changed.

### Regulatory

Operations report for water treatment completed and emailed to DNR.  
Operations report for wastewater emailed to DNR from the water plant.  
Monthly Total Dissolved Solids testing completed for raw water at the water plant.  
Monthly bacteria sample for the distribution system completed.  
Monthly drawdown for the drinking water wells completed.

### Training





## Operations Report – Water and Wastewater

Attended the Consumer Confidence Report workshop in North Liberty.

### Shop

The light and photo cell at the shop fuel barrels were replaced.  
 PW mower 08—Motor failure (flywheel fan), taken to City Tractor in North Liberty for repairs.  
 PWL 94—Repaired the bucket controller.  
 City fire extinguishers serviced.  
 PWM 10—two holes the right deck tire repaired.  
 Mowed at the shop and WWTP.

### Concerns for the Month

Power outage at Lift Station 1 due to high winds. Trees need to be trimmed along the trail.  
 Power outage at the water plant. Plant went into production when power transferred. Control Logic issue.

### Positives for the Month

Water and Wastewater Plants met permit requirements.

### Water Supply System

	Well # 7	Well # 8	Distribution
Total Gals. Pumped (MG)	4.529 MG		3.920MG
Ave. run time	8.7hrs.		2.7 hrs.
Chlorine Used gal.			146.7 gal.
Fluoride Used gal.			12.8gal.
Polyphosphate Used gal.			19.1gal.
Anti Scalant Used gal.			30.2 gal.
Min. Free Cl <sub>2</sub> Residual mg/l			1.12mg/l
Coliform Absent/Present			Absent

### Testing

Total water tests performed this month - 323

### Wastewater Treatment

Parameter	Unit
Hydraulic Loading	.208 MG
Organic Loading	253lbs. BOD/day
TKN	56lbs. TKN/day

### **NPDES Permit Compliance 9260001**

Parameter	Monthly Average	Permit Limit
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**Operations Report – Water and Wastewater**

Ph SU	7.14—7.54 SU	6.50 – 9.00 SU
CBOD5 mg/l	0mg/l	25 mg/l, 136.4 lbs.
TSS mg/l	3.75mg/l	30 mg/l, 163.6 lbs.
NH3-N mg/l	.21mg/l	10.3 mg/l, 44.0 lbs.
Total Nitrogen mg/l	21.2mg/l	Monitoring Requirement
Total Phosphorus mg/l	4.8mg/l	Monitoring Requirement
E-Coli #/100 ml	2 #/100 ml	Summer 634.0 #/100 ml

**Testing**

Total testing performed this month – 220

**Capital Items or Issues**

High Service pumps. Rebuild in 3 to 5 years. \$15,000 each. They have approximately 2900 hours on now. Motors are to be serviced every 2000 hours. They have been serviced twice. The last time earlier this year.

RO Skid filters. \$150,000 to replace all the filters in all three skids.

VFDs. \$7,000 to \$10,000 to replace.

Wells 7 and 8. It is in the budget to pull these in the next fiscal year. We will know more about replacement or not for these after that. We would like to see well houses over the wells with each well having a meter and relief valves.

**Definitions**

SU	Standard Units	mg/l	milligram per liter
CBOD	Carbonaceous Biochemical Oxygen Demand	TSS	Total Suspended Solids
MLSS	Mixed Liquor Suspended Solids	MLVSS	Mixed Liquor Volatile Suspended Solids
TKN	Total Kjeldahl Nitrogen	MPN	Most Probable Number

**RESOLUTION #05162016-04**

**RESOLUTION APPROVING THE TRANSFER OF FUNDS FOR  
THE 2015-2016 BUDGET YEAR**

**WHEREAS**, the City of Riverside exercises the right to transfer funds per the certified budget for Fiscal Year 2015-2016.

1. Transfer \$ 60,000 from the General Fund to the Capital Projects Fund for capital projects per the certified budget.
2. Transfer \$54,000 (60%) from the LOST Fund to the Capital Projects Fund per ballot.
3. Transfer \$36,000 (40%) from the LOST Fund to the General Fund per ballot.
4. Transfer \$800,000 from the Casino Revenue Fund to the Capital Projects Fund per the certified budget.

**THEREFORE**, be it hereby resolved, the City of Riverside City Council directs the City Clerk to transfer funds in the amount of \$950,000 as approved for the 2015/2016 budget year.

It was moved by Councilperson \_\_\_\_\_, seconded by Councilperson \_\_\_\_\_, that the foregoing Resolution be adopted.

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

Ayes:

Nays:

Absent:

Passed by the City of Riverside City Council and approved this 16<sup>th</sup> day of May, 2016.

Signed: \_\_\_\_\_  
Allen Schneider, Mayor

Attest: \_\_\_\_\_  
Lory Young, City Clerk

CITY OF RIVERSIDE  
YTD TREASURERS REPORT  
AS OF: APRIL 30TH, 2016

FUND	BEGINNING CASH BALANCE	Y-T-D REVENUES	Y-T-D EXPENSES	CASH BASIS BALANCE	NET CHANGE OTHER ASSETS	NET CHANGE LIABILITIES	ACCRUAL ENDING CASH BALANCE
001-GENERAL FUND	1,333,062.08	986,158.71	584,473.66	1,734,747.13	172.00 (	194.97)	1,734,380.16
110-ROAD USE TAX	262,441.66	103,852.46	19,773.46	346,520.66	0.00	0.00	346,520.66
121-LOCAL OPTION SALES TAX	221,149.79	86,426.73	0.00	307,576.52	0.00	0.00	307,576.52
125-TIP	0.00	0.00	0.00	0.00	0.00	0.00	0.00
145-CASINO REVENUE FUND	1,217,247.41	946,413.26	539,810.54	1,623,850.13	0.00	0.00	1,623,850.13
200-DEBT SERVICE	0.00	0.00	0.00	0.00	0.00	0.00	0.00
301-CAPITAL PROJECTS	3,684.59	766,000.00	1,444,427.35 (	674,742.76)	0.00	0.00 (	674,742.76)
600-WATER FUND	529,711.89	326,051.51	208,702.64	647,060.76	0.00 (	496.83)	646,563.93
610-SEWER FUND	5,835.83	288,920.57	185,518.58	109,237.82	0.00 (	385.06)	108,852.76
670-LANDFILL/GARAGE	3,093.62	19,844.45	17,795.00	5,143.07	0.00	0.00	5,143.07
680-STORM WATER	0.00	13,876.41	850.95	13,025.46	0.00	0.00	13,025.46
GRAND TOTAL	3,576,226.87	3,537,544.10	3,001,352.18	4,112,418.79	172.00 (	1,076.86)	4,111,169.93

\*\*\* END OF REPORT \*\*\*

Transfers:

General Fund \$60,000-

Capital Projects 60,000-

Total Transfers of \$950,000-

LDST

70,000

General Fund  
Capital Projects

36,000-  
54,000-

General Fund

800,000-

Capital Projects

500,000-

#12

Old one

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

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

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

*This was what we took out of the final Draft*

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

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

*36 inches*

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

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

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

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*This is how  
it is  
currently  
worded.*

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

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

No outside antennas or towers, other than one (1) satellite dish not to exceed thirty-six (36) inches in diameter located so as not to be visible from the street, may be installed. No ham radio tower or antenna is permitted anywhere in the subdivision.

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