

**CITY OF RIVERSIDE COUNCIL AGENDA**  
**SPECIAL MEETING OF THE CITY COUNCIL**  
**RIVERSIDE CITY HALL COUNCIL CHAMBERS**  
**60 N GREENE STREET**  
**Saturday, July 23, 2016 at 2:00 pm**

**CALL MEETING TO ORDER:** Mayor Schneider

**Roll Call**

1. Resignation
2. Water and Wastewater staffing
3. PeopleServices Inc. Contract for Water and Wastewater Operations
4. Resolution #07232016-01 "Approval to enter into contract with PeopleServices Inc. for operations and maintenance of Water and Wastewater facilities"
5. Meeting Agenda and Packet Schedule

**Adjourn meeting**

7-20-2016

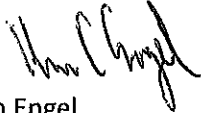
Mayor Schnieder and Riverside City Council,

It is with a heavy heart that I submit to you my Two Week notice to end my employment with the City Of Riverside. August 3<sup>rd</sup> will be my final day. I was raised to always be honest and work hard. I feel I have always accomplished this in my fifteen years of service to the citizens of Riverside.

I want to thank the citizens of Riverside for the opportunity to have served them during this time. I have made some friendships that will always be there. There have been times that I know I did not make them happy but hopefully they understood that situations sometimes dictate that.

One of my goals in life is that when you leave something that you leave it better than you found it. I feel that is the case with the Water and Wastewater systems in Riverside. Riverside has great water and hopefully that will always be the case.

So in closing, once again thanks for a wonderful ride.

A handwritten signature in black ink, appearing to read "Kevin Engel". The signature is written in a cursive style with a large initial "K".

Kevin Engel

**OPERATION AND MAINTENANCE AGREEMENT**

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

**RECITALS:**

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

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

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

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

**ARTICLE I - SCOPE OF SERVICES**

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

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

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

1.4 PeopleService shall provide all required maintenance to preserve the existing life of all assigned equipment and vehicles of the Facilities. PeopleService will bear the expense of maintenance and repair of all equipment, physical facilities, and vehicles assigned for PeopleService's use, except for capital replacement expenditures as defined in section 2.1 (b), provided that such expense does not exceed a maximum annual maintenance/repair (noncapital) expenditure of \$20,000 \$13,333 for the first year eight months of this Agreement. In subsequent years, the maximum annual maintenance/repair expenditure will be increased by the C.P.I. adjustment contained in section 4.2 of this Agreement beginning from an annual base of \$20,000. In performing maintenance and repairs, PeopleService will perform in an economical manner and make all reasonable efforts to remain below the annual maintenance/repair expenditure amount while remaining in compliance with all applicable regulations. PeopleService will refund to Owner any unused monies less than the maintenance/repair expenditure amount. In the event that such expenses approach or exceed this maximum annual amount, PeopleService shall promptly notify Owner. Any repair expenses in excess of the maximum amount set forth in this provision shall be approved by Owner. PeopleService shall invoice Owner the amount of maintenance/repair expenses in excess of the maximum annual maintenance/repair limit set forth in this provision at the end of the 12-month period. Owner shall reimburse PeopleService for such excess expenditures.

1.5 PeopleService will provide properly certified employees for the staffing of Facilities. Backup services will be provided by PeopleService corporate personnel. In addition, PeopleService will be on call 24 hours per day, 7 days per week, for emergency situations with no additional charges.

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

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

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

In no event shall PeopleService be responsible for the payment of state or federal fines imposed

or damages, attorney fees, and court costs awarded as a result of actions, inactions, process upsets or violations which occurred prior to or existed on the Effective Date of this Agreement, and which are not due solely to the negligence of PeopleService, nor shall PeopleService be responsible for payment of any fines, penalties, damages or attorney's fees resulting from requirements not expressly assumed by PeopleService herein, including any reporting requirements.

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

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

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

(a) Statutory Workers' Compensation Insurance in compliance with the laws of the state of Iowa which has jurisdiction of PeopleService employees engaged in the performance of services hereunder; together with Employers Liability coverage in the amount of \$500,000 for each incident;

(b) General liability coverage of at least \$1,000,000 combined single limit, each occurrence, for bodily injury and property damage with Owner named as additional insured;

(c) Comprehensive auto liability insurance which shall include \$500,000 combined single limit coverage for bodily injury and property damage; and

(d) Umbrella liability coverage of at least \$4,000,000 is provided in addition to the statutory workman's compensation requirement, basic general liability or auto liability coverage noted above.

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

## **ARTICLE II - RESPONSIBILITIES OF OWNER**

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

agents and employees;

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

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

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

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

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

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

2.2 Owner shall maintain in full force and effect all existing policies of property and general liability insurance pertaining to the Facilities. Owner shall furnish PeopleService with Certificates of Insurance as evidence that such policies are in full force and effect under such



policies. Such policies shall provide that no less than thirty (30) days' advance notice of cancellation, termination or alteration shall be sent directly to PeopleService and Owner.

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

### **ARTICLE III - RESPONSIBILITIES OF PEOPLESERVICE**

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

### **ARTICLE IV - COMPENSATION**

4.1 As compensation for services rendered by PeopleService pursuant to this Agreement, Owner shall pay to PeopleService the sum of \$20,970 per month during the first ~~twelve (12)~~ **eight (8)** months of this Agreement, commencing with the Effective Date. The monthly payment shall be due and payable on the first day of the month in which services are to be rendered. All other compensation to PeopleService is due upon receipt of PeopleService's

invoice and payable within thirty (30) days of the date of the invoice.

*Because of where (Date) Falls.*

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

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

4.4 Within sixty (60) days of the end of each contract year (August 31<sup>st</sup>), PeopleService shall provide the Owner with a statement showing the actual amount of money expended on chemicals at the facilities. Should the amount of actual expenditures for chemicals be less than the "base amount", PeopleService will include a refund equal to the portion of the "base amount" that remains. If the actual expenditures exceed the "base amount", PeopleService shall include an invoice equal to the amount actual expenditures exceed the "base amount", which the Owner agrees to pay in accordance with the terms of Section 4.1 of this Agreement. The "base amount" for the first twelve eight months of this Agreement shall be \$24,000 \$16,000. The "base amount" shall be escalated annually in accordance with Section 4.2 of this Agreement beginning from an annual base of \$24,000.

## **ARTICLE V - TERM OF AGREEMENT**

5.1 This Agreement shall remain in full force and effect for five (5) years from the Effective Date until June 30, 2021. The Agreement shall be automatically renewed for successive terms of one (1) year each unless written notice of cancellation is given by either party to the other no less than ninety (90) days prior to the date of expiration.

## **ARTICLE VI - TERMINATION**

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

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

## **ARTICLE VII - MISCELLANEOUS**

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

provide Owner with verbal notice of the need for the capital replacement expenditure as soon as possible. Owner shall reimburse PeopleService for such emergency capital replacement expenditures in accordance with Section 4.1 of this Agreement.

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

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

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

7.5 PeopleService is an independent contractor and not an employee of the Owner. The Owner shall not be responsible for and shall not carry worker's compensation insurance, or unemployment compensation insurance, nor shall it incur other typical employee expenditures for the benefit of Contractor. The Owner shall not withhold monies for payment of federal or state income taxes, or social security benefits, or other employee related benefits, for Contractor since Contractor is not an employee of the Owner and since Contractor will be responsible for its own filing and quarterly estimates, if any. In addition, the Owner shall not provide any benefits or any sort typically the responsibility of an employer to an employee, including by way of illustration, but not necessarily limited to, paid vacations, sick days, holiday and overtime, since Contractor is an independent contractor. It is understood that the Owner shall not pay IPERS benefits on behalf of Contractor.

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

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

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

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

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

PEOPLESERVICE, INC.

OWNER OF RIVERSIDE, IOWA

\_\_\_\_\_  
President

\_\_\_\_\_  
Mayor

Attest: \_\_\_\_\_  
Assistant Secretary

Attest: \_\_\_\_\_  
City Clerk

## OPERATION AND MAINTENANCE AGREEMENT

### EXHIBIT A

#### Description of Facilities

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

- **WATER SYSTEM:** Water is produced by two (2) water wells and pumped to a 1.2 m.g.d. reverse osmosis treatment plant consisting of an administration building, three (3) skid mounted reverse osmosis membrane treatment units (with space for a fourth train), chemical feed equipment, storage systems, laboratory facilities and an electrical/instrumentation control room. The facility also includes a 500,000 gallon cast in-place concrete finished water reservoir with vertical turbine type high service pumps for pumping the finished water into the distribution system including the one (1) elevated water storage tower. The distribution system consists of mains of various sizes, water valves and fire hydrants. The treatment plant is equipped with back-up power capability. On the Effective Date of this Agreement this system is covered by permit PWSID# 9260090, issued by the Iowa Department of Natural Resources and effective July 31, 2014. ✓
  
- **WASTEWATER SYSTEM:** The wastewater collection system consists of various sizes of interceptor mains and includes five (5) lift stations. The wastewater flows to an SBE (sequential batch reactor) treatment plant which is designed to treat average dry weather flow of 0.444 m.g.d. The five day biochemical oxygen demand (BOD<sub>5</sub>) loading design is 1,455 lbs/day and the TKN loading is 422 lbs/day. The facility is classified as a Grade III facility by the Department of Natural Resources. On the Effective Date of this Agreement this system is covered by NPDES permit #9260001, issued by the Iowa Department of Natural Resources and effective October 2, 2009. ✓

## OPERATION AND MAINTENANCE AGREEMENT

### EXHIBIT B

#### Services to be Provided by PeopleService

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

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



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

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

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

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

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

14. PeopleService will develop, implement and oversee a wastewater collection system cleaning program approved by the Owner using an outside contractor as well as maintain adequate records of the cleaning program. The program shall include cleaning of one fourth (25%) of the Owner's collection system and lift stations each year. All outside contractor costs incurred for opening plugged lines or the annual cleaning program shall remain the responsibility of the Owner.
15. During the initial term of this Agreement, PeopleService shall implement a water valve and manhole inspection program by inspecting as many water valves and manholes as can be located. All data will be documented and will be available for inspection by the Owner.
16. Maintain cleanliness of process equipment and building, and general appearance of all buildings and grounds, and will conduct operations such that nuisances of sight, sound, and odor are eliminated or minimized to the extent reasonably possible. Using the Owner's equipment PeopleService will be responsible for mowing and snow removal at the water and wastewater treatment facilities.
17. Upon request of the Owner and using the Owner's equipment, provide up to eighty (80) hours of assistance to the Owner's employee(s) for work outside the normal scope of service contained in this contract. These activities could include items such as snow removal and/or other public works projects. These hours must be mutually agreed on and scheduled in advance to allow both parties the ability to plan and coordinate the work properly, and to assure that PeopleService has adequate time to care for the facilities for which it is responsible.
18. Properly secure and protect the utility facilities within the limits of available security devices.

*If we go to the Remote Read System this needs to be changed to 120 HRS Per Year*

19. Provide a monthly, written report to designated officials of the Owner, summarizing plant performance, production, flows, major projects or accomplishments, and preventive and corrective maintenance activities for the month.
20. Comply with all applicable Owner, state, and federal laws, regulation, and administrative rules.
21. Use a professional manner in dealing with community groups concerned with any facet of the operation, including tours and other public relations programs.
22. Coordinate and cooperate with the Owner's engineer and contractors to facilitate the completion of any expansion or improvement to the facilities.
23. Serve as a liaison between the Owner and any new or existing major contributing industries, and provide technical assistance to the Owner in consultation to existing industries and to any new industries, in matters relating to their pretreatment process, or agreements with the Owner and DNR.
24. Provide assistance to the Owner for following Value Added Services:
  - \* SDWA Amendments (1986) Assessment and Consultation
  - \* Water Rates Study
  - \* Five-Year Water/Wastewater Capital Improvements Assessment and O&M Budgeting Assistance
  - \* Inflow/Infiltration (I/I) Analysis of Wastewater Collection System
  - \* Wastewater Rates Study
  - \* Industrial Pre-Treatment Investigation
  - \* Laboratory Quality Assurance and Quality Control (QA/QC) Program

Miscellaneous

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

B - PeopleService will not be responsible for any additional costs associated with any construction project or upgrades involving the water and/or wastewater systems.

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

**RESOLUTION #07232016-01**

**RESOLUTION APPROVAL OF CONTRACT WITH PEOPLESERVICES  
INC. FOR OPERATION AND MAINTENANCE OF CITY WATER AND  
WASTEWATER FACILITIES**

**Whereas**, the City of Riverside City Council has decided to enter into contract with PeopleServices Inc. to provide operation and maintenance operations for the City of Riverside's Water and Wastewater plants.

**Therefore**, be it resolved the City of Riverside City Council does hereby approve to enter into an agreement with PeopleServices Inc. beginning \_\_\_\_\_, 2016.

**Moved by** Councilperson \_\_\_\_\_, seconded by Councilperson \_\_\_\_\_, to adopt the foregoing resolution.

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

Ayes:

Nays:

Absents:

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

Allen Schneider, Mayor

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

Lory Young, City Clerk

## Lory Young

---

**From:** Mayor <mayor@cityofriversideiowa.com>  
**Sent:** Friday, July 01, 2016 8:56 AM  
**To:** Lory Young  
**Subject:** Re: Agenda

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

Bob requested a discussion on maintenance of the road behind the Travel Mart at our last meeting. Also include "Update on street sign requests from 6/20". Were you able to get the requirements for the Cherry Lane stop signs and street signs for Bryan?

Go ahead and send the packet out when it's ready. I would like to start reviewing it and adding my narrative in the future. Here's the schedule I'd like to stick to:

Friday of the week prior to packet - draft agenda  
Tuesday prior to meeting - final agenda set (noon)  
Wednesday AM - resolutions done and sent for review  
Wednesday PM - packet done and sent for review  
Thursday 1:00 - packet ready for pickup, posted on website

Thank you. Have a good weekend!

On Jul 1, 2016, at 8:35 AM, Lory Young <[lory@cityofriversideiowa.com](mailto:lory@cityofriversideiowa.com)> wrote:

Here is the agenda.... Please double check to make sure. Do you want the entire packet again before I make copies?

Lory Young, IaCMC, IaCMFO  
City Clerk/Finance Officer  
City of Riverside (Pop. 993)  
PO Box 188  
City of Riverside, IA 52327  
319-648-3501  
[lory@cityofriversideiowa.com](mailto:lory@cityofriversideiowa.com)

<20160701082936776.pdf>

No virus found in this message.

Checked by AVG - [www.avg.com](http://www.avg.com)

Version: 2016.0.7640 / Virus Database: 4613/12529 - Release Date: 06/30/16