

CITY OF RIVERSIDE COUNCIL MEETING AGENDA
RIVERSIDE CITY HALL COUNCIL CHAMBERS
60 N GREENE STREET
REGULAR MEETING
Monday, April 16, 2018

6:30 Regular Meeting

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

1. Call meeting to order
2. Approval of agenda
3. Consent agenda
 - a. Minutes from 2018-04-02
 - b. Expenditures for 2018-04-16
4. **Public forum.** 3 minutes per person. See guidelines for public comments at the Clerk's table
Bill Poch – Hwy 22 ditch
Earth Day Clean Up in City Parks – 4/25/18 by Highland Students c/o Jodie Finke
5. Committee Reports
Dog Park – Bill Poch
Riverside Fire Dept. - March Report **pg 8**
RAGBRAI – Kevin Meller
6. MMS Consultants report
 - a. Downtown streetscape project update
Resolution #041618-06 Pay Request #1 **pg 9**
 - b. Galileo Drive
Review bids
Resolution #041618-01: Awarding Contract to Triple B Const. Corp. **pg 13**
7. TUMC - no parking request
8. Resolution #041618-02: Welcome Sign Agreement with Walker **pg 17**
9. Resolution #041618-03: Approval of development agreement with ICE IT, LLC **pg 21**
10. Resolution #041618-04: Approval of Community Building lease agreement - John Sojka **pg 25**
11. Approve Urban Renewal Contract with John Danos of Dorsey & Whitney LLP **pg 31**
12. Resolution #041618-05: Setting Date for Public Hearing on Designation of the Expanded Riverside Urban Renewal Area – A&S Holdings LLC **pg 33**
13. Resolution #041618-07: Iowa State Extension Summer Camps **pg 34**
14. Resolution #041618-08: Waste Water Plant - parking lot repair bids **pg 36**
15. Resolution #041618-09: LL Pelling - Street repair bids **pg 41**
16. Auditor of State – FY17-18 exam **pg 50**
17. Office assistant job description
18. PeopleService, Inc. – Bill Stukey: water and waste water report **pg 51**
2nd street sewer repair **pg 59**
Sewer cleaning proposal/schedule
19. Mayor's report
20. City Clerk's report
21. City Council comments and requests for information
22. Motion to adjourn

RIVERSIDE CITY COUNCIL MEETING: April 2, 2018

The Riverside City Council meeting opened at 6:30 pm in City Hall with Mayor Allen Schneider requesting roll call. Council members present were: Rob Weber, Jeanine Redlinger, Andy Rodgers, and Tom Sexton. Bob Schneider Jr. was absent.

Motion by Sexton to approve the agenda, Second by Redlinger, passed 4-0.

Sexton moved to approve the minutes from March 19th, and the expenditures. Second by Weber, passed 4-0.

Kathy Lindhorst urged the Council to continue to work on an agreement for the Northern Heights Development.

Mike Meinders discussed erecting a Museum sign on the old rock pile on the east end of town. He will return to next meeting with plans.

Curtis Sexton with Fire Dept. submitted bids for a new brush truck. Weber moved to accept low bid from Deery Brothers Motors of Iowa city for a 2018 Dodge 3500 crew chassis 4x4 in the amount of \$29,135.00. Second by Redlinger, passed 4-0. Tom Sexton asked about warranty. Sexton will check, and get back to Council.

Sexton moved to open Public Hearing on adoption of City FY 18-19 Budget at 6:49 pm. Second by Weber, passed 4-0. There were no written or oral comments. Rodgers moved to close Public Hearing at 6:49 pm. Second by Weber, passed 4-0.

Weber moved to pass Resolution #040218-01 Adopting City Budget for FY 18-19. Second by Redlinger, passed 4-0.

Sexton moved to open Public Hearing on Proposed plans, specifications, form of contract, and estimated cost for Galileo Drive street project at 6:51 pm. Second by Redlinger, passed 4-0. There were no written or oral comments. Redlinger moved to close Public Hearing at 6:51 pm. Second by Rodgers, passed 4-0.

Sexton moved to pass Resolution #040218-02 Accepting proposed plans, specifications, form of contract, and estimated cost for Galileo Drive development. Second by Weber, passed 4-0.

Rodgers moved to open Public Hearing on A & S Holdings, LLC development agreement at 6:53 pm. Second by Weber, passed 4-0. There were no written or oral comments. Sexton moved to close Public Hearing at 6:54 pm. Second by Redlinger, passed 4-0.

Council discussed the HR audit with Paul Gruefe via phone. Redlinger moved to pay the past due invoices to Gruefe and to finish the 2012-2014 audit at a cost of \$3000.00, to be complete by June 2018. Second by Rodgers, passed 4-0.

MMS Consultant Scott Pottorff updated Council on Galileo Drive, Downtown Streetscape, and Hwy 22 project.

The new downtown light poles will have banner brackets, plant poles, Christmas light connectors, and speaker hook-ups.

MMS will provide a sign for "downtown businesses open" and parking directions.

Mayor Schneider informed Council on steps to form Urban Renewal District for A & S Holdings Development.

Council set a work session for Monday, April 23, 2018 to discuss Hwy 22 project, and the Urban Renewal Area.

The Northern Development Group has agreed to a work session with the City Council to continue discussions on the housing development.

Terry Stumpf addressed council on changes that are needed on the Ice It, LLC development agreement. Mayor will contact city attorney.

John Sojka reviewed Community Building Lease contract. He would like start date to be 4-5-18; omit "suspended" from ceiling removal, and limit cost of ceiling removal to \$5000. Redlinger moved to approve changes to lease. Second by Weber, passed 4-0.

Dennis Walker was in attendance to discuss Welcome Sign Easement. He wanted clarification on future options on property. Mayor will check with attorney and get back to Walker.

Kevin Meller, Ragbrai Chairman, presented tentative budget to council. State meeting is April 7th. More information will be presented at next meeting. Some items need to be reserved now. Redlinger moved to allow \$5000.00 for start-up funds. Second by Sexton, passed 4-0.

Council received \$33,000 offer for Lot #10 on Cherry Lane. Redlinger moved to accept offer. Second by Sexton, passed 4-0.

Rodgers moved to approve additional seasonal hours for Don Mullinnix to help mow parks. Second by Redlinger, passed 4-0.

Mayor Schneider read Proclamation recognizing April 5, 2018 as Junior Achievement of the Heartland Day in the City of Riverside.

Rodgers moved to adjourn at 8:44 pm. Second by Redlinger, passed 4-0.

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

Council Meeting – Monday, April 16, 2018 at 6:30 pm
Work Session – Monday, April 23, 2018 at 6:30 pm

ATTEST:


Becky LaRoche; City Clerk

Allen Schneider; Mayor

CITY of RIVERSIDE
EXPENDITURES

EXPENDITURES 04-16-18						
COUNCIL MEETING						
UNPAID BILLS						
1	ACTION SERVICES INC.	RAGBRAI-RESTROOMS DEPOSIT	001-5-650-6444	\$	200.00	
2	1ST CLASS APPAREL	4 SHIRT LOGOS - JAY	001-5-210-6181	\$	34.60	
3	ACTION SEWER	GREENE -2ND STREET SEWER	301-5-750-6781	\$	980.50	
4	AERO RENTAL	RAGBRAI DEPOSIT	001-5-650-6444	\$	500.00	
5	BECKY LaROCHE	FEB-MAR MILEAGE	001-5-650-6240	\$	57.24	
6	BIG 10 RENTALS	RAGBRAI DEPOSIT	001-5-650-6444	\$	425.00	
7	BUSINESS RADIO	RFVD-SERVICE	001-5-150-6332	\$	195.00	
8	CLIA LABS	EMS CERTIFICATION 2018-2020	001-5-150-6370	\$	150.00	
9	FELD FIRE	RVFD EQUIPMENT	001-5-150-6356	\$	1,462.00	
11	FOUNTAIN TRANSMISSION	CHEVY PW'08	110-5-210-6331	\$	588.70	
12	IOWA SOLUTIONS	MAYOR E-MAIL	001-5-650-6497	\$	120.00	
13	IOWA STATE	RVFD TRAINING	001-5-150-6354	\$	100.00	
14	I-TECH	APRIL SEERVICE	001-5-650-6497	\$	225.00	
15	J & S PLUMBING	RVFD-BOILER REPAIR	001-5-150-6310	\$	242.13	
16	JOHNSON COUNTY REFUSE	APRIL SERVICE	670-5-840-6499	\$	1,874.25	
17	KALONA OIL	FUEL	110-5-210-6331	\$	1,112.22	
18	KOCH BROTHERS	1ST QTR COPY FEE	001-5-650-6496	\$	696.65	
19	MENARDS	SHOP	001-5-210-6372	\$	112.71	
20	METRLER-TOLEDO	SEWER MAINT./CALIBRATE	610-5-815-6374	\$	344.85	
21	MIDWAT VAN RENTAL	1/3 COST FOR RAGBRAI MEETING	001-5-650-6444	\$	59.21	
22	NORTHLAND SECURITIES	FINANCIAL PLANNING	001-5-650-6499	\$	1,500.00	
23	PAWS & MORE	1ST QTR CONTRIBUTION	001-5-190-6413	\$	175.00	
24	REC	SIGN	001-5-520-6510	\$	92.37	
25	REC	SEWER	610-5-815-6371	\$	3,275.60	
26	REC	SHOP	001-5-210-6371	\$	42.70	
27	REC	WATER PLANT	600-5-810-6371	\$	3,368.10	
28	REC	CASINO LIFT	610-5-815-6371	\$	239.00	
29	REC	TRAFFIC LIGHT	001-5-230-6371	\$	139.48	\$ 7,157.25
30	RIVERSIDE HISTORY CENTER	1ST QTR GRANT	145-5-650-6413	\$	6,142.52	
31	RTM	RFVD FUEL	001-5-150-6350	\$	306.74	
32	SCHIMBERG CO.	SHOP	001-5-210-6504	\$	36.38	\$ 10,232.22
33	SCHNOEBELEN INC.	SHOP	001-5-210-6504	\$	7.64	
34	STANDARD PEST CONTROL	APRIL SERVICE	001-5-650-6310	\$	55.00	
35	STUELKE HOMES	9 HRS LIFT RENTAL	001-5-210-6504	\$	450.00	
36	STUMPF COST.	WATER BREAK-SYC. & BLACKBERRY	600-5-810-6374	\$	412.50	
37	THE NEWS	PUBLICATIONS	001-5-650-6402	\$	415.05	
38	VISA	REALTOR MEETING	001-5-650-6240	\$	135.00	
39	VISA	USTREAM FEB-MAR	001-5-650-6497	\$	198.00	
40	VISA	SHOP	001-5-210-6504	\$	139.85	
41	VISA	4 SHIRTS - JAY	001-5-210-6181	\$	56.95	\$ 529.80
42	WASH. CO. AUDITOR	2ND QTR LAW CONTRACT	001-5-110-6499	\$	13,272.25	
43	WASH. CO. AUDITOR	2ND QTR COMM. CONTRACT	001-5-110-6490	\$	10,256.75	\$ 23,529.00
44	WASH. CO. RECORDER	MARCH FEES	001-5-650-6401	\$	29.00	
45	YOTTY'S	SHOP	001-5-210-6372	\$	52.40	
46				\$	50,278.34	
47	IOWA DEPT OF REVENUE	IOWA WITHHOLDINGS - 2018 MAR		\$	307.00	
48	IOWA DEPT OF REVENUE	IOWA SALES TAX - 2018 MAR		\$	2,936.00	
49	IPERS	CONTRIBUTIONS - 2018 MAR		\$	1,478.03	
50	IRS	941 TAX DEPOSIT - 2018 MAR		\$	8,099.20	
51	PAYROLL	PAYCHECKS - 2018 MAR		\$	8,432.86	
52	PJ GREUFE	HR AUDIT	001-5-605-6499	\$	4,600.00	
53	DIANE POCH	2 WKS CONTRACT LABOR	001-5-650-6499	\$	465.00	
54		TOTAL EXPENDITURES		\$	76,596.43	

*✓ w/ Incode
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			REVENUES	EXPENSES
	MTD TREASURERS REPORT	3/31/2018		
55	GENERAL FUND		\$ 27,374.34	\$ 75,749.18
56	ROAD USE TAX FUND		\$ 8,843.42	\$ 608.89
67	LOCAL OPTION SALES TAX		\$ 14,551.70	\$ -
58	CASINO REVENUE RUND		\$ 229,688.36	\$ 450.20
59	DEBT SERVICE		\$ -	\$ -
60	CAPITAL PROJECTS FUND		\$ -	\$ 39,107.77
61	WATER FUND		\$ 28,914.00	\$ 48,962.81
62	SEWER FUND		\$ 27,176.35	\$ 25,907.86
63	GARBAGE/LANDFILL FUND		\$ 2,122.72	\$ 2,474.25
64	STORM WATER FUND		\$ 1,561.67	\$ -
65	TOTAL		\$ 340,232.56	\$ 193,260.96

Council Packet

4-11-2018 04:12 PM

CITY OF RIVERSIDE
 POOLED CASH REPORT (FUND 999)
 AS OF: MARCH 31ST, 2018

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4/13/2018

FUND ACCOUNT#	ACCOUNT NAME	BEGINNING BALANCE	CURRENT ACTIVITY	CURRENT BALANCE
<u>CLAIM ON CASH</u>				
001-1110	CHECKING ACCT-GENERAL FUND	2,398,466.51 (	48,194.77)	2,350,271.74
110-1110	CHECKING ACCT-ROAD USE TAX	451,125.51	8,234.53	459,360.04
121-1110	CHECKING ACCT-LOST	297,155.87	14,551.70	311,707.57
125-1110	CHECKING ACCT-TIF	0.00	0.00	0.00
145-1110	CHECKING ACCT-CASINO REVENUE	1,283,520.40	228,738.16	1,512,258.56
200-1110	CHECKING ACCT-DEBT SERVICE	(10,900.00)	0.00 (	10,900.00)
301-1110	CHECKING ACCT-CAP PROJECTS	(964,161.72) (	39,107.77) (	1,003,269.49)
600-1110	CHECKING ACCT-WATER	779,576.65 (	20,048.81)	759,527.84
610-1110	CHECKING ACCT-SEWER	296,976.02	1,268.49	298,244.51
670-1110	CHECKING ACCT-GARBAGE	8,639.43 (	351.53)	8,287.90
680-1110	CHECKING ACCT-STORM WATER	<u>29,352.91</u>	<u>1,561.67</u>	<u>30,914.58</u>
TOTAL CLAIM ON CASH		4,569,751.58	146,651.67	4,716,403.25

CASH IN BANK - POOLED CASH

999-1110	CASH IN BANK	1,157,326.40	135,714.14	1,293,040.54
999-1112	PEOPLES BANK MONEY MARKET	2,101,191.29	0.00	2,101,191.29
999-1114	HILLS BANK	741,607.99	10,926.42	752,534.41
999-1115	CB FUND	15,395.03	11.11	15,406.14
999-1116	COMMUNITY BUILDING CD #18936	281,196.18	0.00	281,196.18
999-1117	COMMUNITY BUILDING CD#18975	<u>273,034.69</u>	<u>0.00</u>	<u>273,034.69</u>
SUBTOTAL CASH IN BANK - POOLED CASH		4,569,751.58	146,651.67	4,716,403.25

WAGES PAYABLE

999-2010	WAGES PAYABLE	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
SUBTOTAL WAGES PAYABLE		<u>0.00</u>	<u>0.00</u>	<u>0.00</u>

TOTAL CASH IN BANK - POOLED CASH

TOTAL CASH IN BANK - POOLED CASH		4,569,751.58	146,651.67	4,716,403.25
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DUE TO OTHER FUNDS - POOLED CASH

999-2100	DUE TO OTHER FUNDS	<u>4,569,751.58</u>	<u>146,651.67</u>	<u>4,716,403.25</u>
TOTAL DUE TO OTHER FUNDS		4,569,751.58	146,651.67	4,716,403.25

Council Packet

4/13/2018

4-11-2018 04:12 PM

CITY OF RIVERSIDE
 POOLED CASH REPORT (FUND 999)
 AS OF: MARCH 31ST, 2018

PAGE: 2

FUND ACCOUNT#	ACCOUNT NAME	BEGINNING BALANCE	CURRENT ACTIVITY	CURRENT BALANCE
<u>DUE TO POOLED CASH</u>				
001-2020	ACCOUNTS PAYABLE	0.00	0.00	0.00
110-2020	ACCOUNTS PAYABLE	0.00	0.00	0.00
121-2020	ACCOUNTS PAYABLE	0.00	0.00	0.00
125-2020	ACCOUNTS PAYABLE	0.00	0.00	0.00
145-2020	ACCOUNTS PAYABLE	500.00 (	500.00)	0.00
200-2020	ACCOUNTS PAYABLE	0.00	0.00	0.00
301-2020	ACCOUNTS PAYABLE	0.00	0.00	0.00
600-2020	ACCOUNTS PAYABLE	0.00	0.00	0.00
610-2020	ACCOUNTS PAYABLE	0.00	0.00	0.00
670-2020	ACCOUNTS PAYABLE	0.00	0.00	0.00
680-2020	ACCOUNTS PAYABLE	0.00	0.00	0.00
TOTAL DUE TO POOLED CASH		500.00 (	500.00)	0.00
<u>DUE FROM OTHER FUNDS</u>				
999-1330	DUE FROM OTHER FUNDS	500.00 (	500.00)	0.00
TOTAL DUE FROM OTHER FUNDS		500.00 (	500.00)	0.00
<u>ACCOUNTS PAYABLE - POOLED CASH</u>				
999-2020	ACCOUNTS PAYABLE CONTROL	500.00 (	500.00)	0.00
TOTAL ACCOUNTS PAYABLE POOLED CASH		500.00 (	500.00)	0.00

*** PROOF CASH BALANCES ***

(A)		(B)		(C)	
CLAIM ON CASH	4,716,403.25	CLAIM ON CASH	4,716,403.25	CASH IN BANK	4,716,403.25
CASH IN BANK	4,716,403.25	DUE TO OTHER FUNDS	4,716,403.25	DUE TO OTHER FUNDS	4,716,403.25
DIFFERENCE	0.00		0.00		0.00

*** PROOF ACCOUNTS PAYABLE BALANCES ***

(D)		(E)		(F)	
AP PENDING	0.00	AP PENDING	0.00	DUE FROM OTHER FUNDS	0.00
DUE FROM OTHER FUNDS	0.00	ACCOUNTS PAYABLE	0.00	ACCOUNTS PAYABLE	0.00
DIFFERENCE	0.00		0.00		0.00

*** END OF REPORT ***

Council Packet

MTD TREASURERS REPORT

AS OF: MARCH 31ST, 2018

ND	BEGINNING CASH BALANCE	M-T-D REVENUES	M-T-D EXPENSES	CASH BASIS BALANCE	NET CHANGE OTHER ASSETS	NET CHANGE LIABILITIES	NET CHANGE ACCRUAL ENDING CASH BALANCE
01-GENERAL FUND	2,398,466.51	27,374.34	75,749.18	2,350,091.67	(452.26)	(272.19)	2,350,271.74
10-ROAD USE TAX	451,125.51	8,843.42	608.89	459,360.04	0.00	0.00	459,360.04
21-LOCAL OPTION SALES TAX	297,155.87	14,551.70	0.00	311,707.57	0.00	0.00	311,707.57
25-TIF	0.00	0.00	0.00	0.00	0.00	0.00	0.00
45-CASINO REVENUE FUND	1,283,520.40	229,688.36	450.20	1,512,758.56	0.00	(500.00)	1,512,258.56
90-DEBT SERVICE	(10,900.00)	0.00	0.00	(10,900.00)	0.00	0.00	(10,900.00)
01-CAPITAL PROJECTS	(964,161.72)	0.00	39,107.77	(1,003,269.49)	0.00	0.00	(1,003,269.49)
00-WATER FUND	779,576.65	28,914.00	48,962.81	759,527.84	0.00	0.00	759,527.84
10-SEWER FUND	296,976.02	27,176.35	25,907.86	298,244.51	0.00	0.00	298,244.51
70-LANDFILL/GARBAGE	8,639.43	2,122.72	2,474.25	8,287.90	0.00	0.00	8,287.90
80-STORM WATER	29,352.91	1,561.67	0.00	30,914.58	0.00	0.00	30,914.58
GRAND TOTAL	4,569,751.58	340,232.56	193,260.96	4,716,723.18	(452.26)	(772.19)	4,716,403.25

*** END OF REPORT ***

**RIVERSIDE FIRE
DEPARTMENT**

FIRE / RESCUE / EMS / HAZMAT



March 2018 Update

Calls for Service:

Medicals - 12
Structure Fire - 4
Grass Fires - 3
Car accidents - 2
Total calls - 21 calls for March

(Members were very busy this month with several fires, the RFD members and apparatus proved to be instrumental in the extinguishment of several mutual aid structure fires.)

Training:

Members had monthly training on fire ground size up and search and rescue. The firefighter 1 class is wrapping up and the students will take their state certification test on April 14th.

RESA

The pancake breakfast was on Sunday March 25th, we served around 950 people and raised about \$9,000 for future equipment purchases.

Other News

We sold the 1983 grass truck to a small department in southern Iowa. The other fire truck a 1994 was turned over to the City of Riverside to be made into a dump truck. This will allow us to finally move forward with the purchase of a new grass truck. RESA is putting \$30,000 towards the pump, tank, lights and box for the new truck. The work on the new training building will begin with ground work once we get some decent weather.

RESOLUTION #041618-06

**RESOLUTION APPROVING PAY REQUEST #1 FOR J & L
CONSTRUCTION, LLC FOR THE DOWNTOWN STREETSCAPE
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 pay request in the amount of \$130,043.60 for partial payment of this project from 3/19/18 to 4/06/18.

Therefore, be it resolved the City of Riverside City Council does hereby accept the Pay Request #1 for work done on the Downtown Streetscape Improvements Project.

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

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

Ayes:

Nays:

Absents:

PASSED AND APPROVED by City Council of Riverside, Iowa, on this 16th day of April, 2018.

Signed: _____

Allen Schneider, Mayor

Attest: _____

Becky LaRoche, City Clerk

CONSTRUCTION PROGRESS PAYMENT

Project Description	Downtown Streetscape Improvements Project	PN:	2245013
Contract Date	12-Mar-18		
Contractor:	J & L Construction, LLC	Owner:	City of Riverside
Address:	1971 Lexington Boulevard	Attn:	
City, St., Zip:	Washington, IA 52353	Address:	60 N. Greene Street
Phone:	319-653-3597	City, St., Zip:	Riverside, IA 52327
Fax:	319-653-2410	Phone:	319-648-3501
		Fax:	

Estimate #	<input checked="" type="checkbox"/> 1	FOR PERIOD:	Owner PN
	<input type="checkbox"/> Partial Payment	FROM: 3/19/18	Federal PN
	<input type="checkbox"/> Final Payment	TO: 4/6/18	State PN

Base Contract Price	\$1,713,250.05	Materials on Hand	\$ -
Change #		Construction Completed	\$136,888.00
Change #		Total Earned	\$136,888.00
Change #		Less Retainage	\$6,844.40
Change #		Less Previous Payment	
Change #		Amount Due This Est	\$130,043.60
Change #			
Total Contract	\$1,713,250.05		

Requested by:	Jay Peiffer	Approved by:	
Title:	Project Manager	Title:	
Date:		Date:	
Recommended by:	Scott Pottorff	Attested by:	
Title:	Project Engineer	Title:	
Date:		Date:	

MMS Consultants, Inc.
 1917 South Gilbert Street, Iowa City, IA 52240
 i:\proj\forms\payreqst.xls

Downtown Streetscape Improvements Project

1

Pay Estimate No.:

Payable to: J&L Construction
 Date: April 11, 2018
 Week Ending: April 8, 2018

Item No.	Item Description	Units	Contract Quantity	Unit Price	Contract Amount	Quantity This Estimate	Amount This Estimate	To Date Quantity	To Date Amount
1	Traffic Control	LS	1	\$19,120.00	19,120.00	0.50	9,560.00	0.50	9,560.00
2	Mobilization	LS	1	\$76,000.00	76,000.00	0.30	22,800.00	0.30	22,800.00
3	Off Site Topsoil	CY	150	\$39.00	5,850.00	-	-	-	-
4	Excavation, Class 13, Waste	CY	750	\$26.00	19,500.00	-	-	-	-
5	Below Grade Excavation (Core Out)	CY	100	\$70.00	7,000.00	-	-	-	-
6	Subgrade Preparation	SY	2,836	\$5.50	15,598.00	-	-	-	-
7	Subbase, Modified, 6" Thick Rock for Mainline PCC Paving	SY	2,836	\$8.25	23,397.00	-	-	-	-
8	Subbase, Modified, 4" Thick Rock for PCC Sidewalk	SY	1,120	\$8.00	8,960.00	-	-	-	-
9	Subbase, Macadam Stone, 6" Thick	SY	387	\$6.72	2,600.64	-	-	-	-
10	Subbase, Class A Crushed Stone, 4" Thick	SY	387	\$6.72	2,600.64	-	-	-	-
11	Trench Foundation	TONS	100	\$24.00	2,400.00	-	-	-	-
12	Replacement of Unsuitable Backfill Material, Granular Backfill	CY	150	\$45.00	6,750.00	-	-	-	-
13	Trench Compaction Testing	LS	1	\$5,460.00	5,460.00	0.20	1,092.00	0.20	1,092.00
14	Granular Trench Backfill, Class A Crushed Stone, Sanitary Sewer	LF	168	\$30.00	5,040.00	32.00	960.00	32.00	960.00
15	Granular Trench Backfill, Porous Backfill, 12" Storm Sewer	LF	264	\$27.00	7,128.00	-	-	-	-
16	Granular Trench Backfill, Porous Backfill, 15" Storm Sewer	LF	26	\$27.00	702.00	-	-	-	-
17	Granular Trench Backfill, Class A Crushed Stone, 12" Storm Sewer	LF	267	\$20.00	5,340.00	-	-	-	-
18	Granular Trench Backfill, Class A Crushed Stone, 15" Storm Sewer	LF	53	\$20.00	1,060.00	-	-	-	-
19	Granular Trench Backfill, Class A Crushed Stone, 18" Storm Sewer	LF	217	\$21.00	4,557.00	-	-	-	-
20	Granular Trench Backfill, Class A Crushed Stone, 24" Storm Sewer	LF	197	\$24.00	4,728.00	196.00	4,704.00	196.00	4,704.00
21	Sanitary Sewer, Trenched, PVC, SDR 26, 6" Dia.	LF	360	\$29.00	10,440.00	202.00	5,858.00	202.00	5,858.00
22	Sanitary Sewer, Trenched, PVC, SDR 26, 6" Dia.	LF	168	\$180.00	30,240.00	32.00	5,760.00	32.00	5,760.00
23	Sanitary Sewer Service Stub, Partial Replacement	EA	4	\$3,000.00	12,000.00	-	-	-	-
24	Sanitary Sewer Service Stub, Complete Replacement	EA	5	\$2,000.00	10,000.00	-	-	-	-
25	Storm Sewer, Trenched, RCP, 12" Dia.	LF	328	\$51.00	16,728.00	-	-	-	-
26	Storm Sewer, Trenched, RCP, 15" Dia.	LF	152	\$65.50	9,956.00	-	-	-	-
27	Storm Sewer, Trenched, RCP, 18" Dia.	LF	363	\$87.00	31,661.00	-	-	-	-
28	Storm Sewer, Trenched, RCP, 24" Dia.	LF	197	\$88.00	17,336.00	196.00	17,248.00	196.00	17,248.00
29	Storm Sewer, Trenched, ADS N-12, 12" Dia.	LF	221	\$60.00	13,260.00	-	-	-	-
30	Removal of Storm Sewer	LF	165	\$35.00	5,775.00	-	-	-	-
31	Fill Storm Sewer with Flowable Mortar	LF	34	\$70.00	2,380.00	-	-	-	-
32	Flared End Section, RCP, 18"	EA	1	\$1,600.00	1,600.00	-	-	-	-
33	Longitudinal Subdrain, Type 2, 6"	LF	711	\$9.50	6,754.50	-	-	-	-
34	Subdrain Cleanout, Type A-1	EA	4	\$400.00	1,600.00	-	-	-	-
35	Subdrain Outlet, Connection to Structure	EA	4	\$500.00	2,000.00	-	-	-	-
36	Water Main, 6" DIP with Nitrile Gaskets	LF	113	\$139.00	15,707.00	-	-	-	-
37	Water Main, 8" DIP with Nitrile Gaskets	LF	1,239	\$82.00	101,598.00	202.00	16,564.00	202.00	16,564.00
38	Water Main, Trenchless, 6" DIP with Nitrile Gaskets	LF	289	\$90.00	26,010.00	-	-	-	-
39	Water Service, Main to Curb Stop, 1" Copper (Type K)	EA	21	\$1,500.00	31,500.00	-	-	-	-
40	Water Service, Main to Curb Stop, 1" Copper (Type K), Trenchless	EA	3	\$4,000.00	12,000.00	-	-	-	-
41	Water Service, 1" Copper (Type K), Trenchless	LF	74	\$24.00	1,776.00	-	-	-	-
42	Gate Valve, 4"	EA	1	\$900.00	900.00	-	-	-	-
43	Gate Valve, 6"	EA	3	\$1,100.00	3,300.00	1.00	1,100.00	1.00	1,100.00
44	Gate Valve, 8"	EA	2	\$4,000.00	8,000.00	2.00	8,000.00	2.00	8,000.00
45	Fire Hydrant Assembly	EA	4	\$4,300.00	17,200.00	1.00	4,300.00	1.00	4,300.00
46	Remove Existing Fire Hydrant Assembly	EA	2	\$750.00	1,500.00	1.00	750.00	1.00	750.00
47	Sanitary Sewer Manhole, 48" Dia.	EA	2	\$9,700.00	19,400.00	2.00	19,400.00	2.00	19,400.00
48	Sanitary Sewer Manhole, 48" Dia., Install Only	EA	1	\$1,700.00	1,700.00	-	-	-	-
49	Storm Intake, Type SW-501	EA	1	\$3,100.00	3,100.00	-	-	-	-

Item No.	Item Description	Units	Contract Quantity	Unit Price	Contract Amount	Quantity This Estimate	Amount This Estimate	To Date Quantity	To Date Amount
50	Storm Intake, Type SW-507	EA	4	\$3,600.00	14,400.00	-	-	-	-
51	Storm Intake, Type SW-511	EA	7	\$2,900.00	20,300.00	1.00	2,900.00	1.00	2,900.00
52	Connect to Existing Storm Structure	EA	2	\$1,000.00	2,000.00	1.00	1,000.00	1.00	1,000.00
53	Remove Existing Storm Manhole or Intake	EA	2	\$400.00	800.00	-	-	-	-
54	PCC Pavement, 7"	SY	1740	\$37.00	64,380.00	-	-	-	-
55	PCC Pavement, 8"	SY	764	\$47.00	35,908.00	-	-	-	-
56	PCC Pavement, 10"	SY	216	\$51.00	13,176.00	-	-	-	-
57	PCC Curb and Gutter, 6" Standard Curb, 24" Wide	LF	44	\$26.00	1,144.00	-	-	-	-
58	PCC Curb and Gutter, 3" Roll Curb, 24" Wide	LF	319	\$26.00	8,294.00	-	-	-	-
59	PCC Curb and Gutter, 6" Beam Curb	LF	123	\$34.00	4,182.00	-	-	-	-
60	HMA Pavement, 6"	SY	262	\$64.50	16,899.00	-	-	-	-
61	Removal of Sidewalk	SY	890	\$13.25	11,822.50	-	-	-	-
62	Reinforced Sidewalk, PCC, 5"	SY	563	\$43.00	24,209.00	-	-	-	-
63	Reinforced Sidewalk, PCC, 6"	SY	343	\$50.50	17,321.50	-	-	-	-
64	Non-Reinforced Sidewalk, PCC, 5"	SY	214	\$35.50	7,597.00	-	-	-	-
65	Brick Pavers w/ Rock Base	SY	92	\$110.00	10,120.00	-	-	-	-
66	Detectable Warnings	TONS	80	\$40.00	3,200.00	-	-	-	-
67	Granular Surfacing, Class A Crushed Stone	TONS	160	\$16.00	2,400.00	-	-	-	-
68	Removal of Pavement	SY	3,413	\$12.00	40,956.00	1,141.00	13,692.00	1,141.00	13,692.00
69	Bituminous Seal Coat	SY	387	\$19.25	7,448.75	-	-	-	-
70	Painted Pavement Markings, Waterborne or Solvent, 4" White	STA	15	\$68.00	1,020.00	-	-	-	-
71	Painted Symbols and Legends	EA	4	\$65.00	260.00	-	-	-	-
72	Sod	SQ	120	\$78.53	9,453.60	-	-	-	-
73	SWPPP Management	LS	1	\$2,741.47	2,741.47	-	-	-	-
74	Inlet Protection Device	EA	13	\$67.92	882.96	-	-	-	-
75	Inlet Protection Device Maintenance	EA	13	\$47.53	617.89	-	-	-	-
76	PCC Steps	SF	72	\$80.00	5,760.00	-	-	-	-
77	Handrail for Steps and Ramps, Black Powder Coat	LF	110	\$77.50	8,525.00	-	-	-	-
78	Connect Downspout & Roof Drain to Storm Sewer	EA	3	\$700.00	2,100.00	-	-	-	-
79	Connect to Exist Water Main	EA	6	\$1,200.00	7,200.00	1.00	1,200.00	1.00	1,200.00
80	Connect to Exist Water Main, Cut in 4"x4" Tee	EA	1	\$2,000.00	2,000.00	-	-	-	-
81	Abandon Exist Water Main, Fill w/ Flowable Mortar	LF	1632	\$7.00	11,424.00	-	-	-	-
82	Decorative Retaining Wall	LF	550	\$975.00	536,250.00	-	-	-	-
83	Bollards	EA	2	\$1,750.00	3,500.00	-	-	-	-
84	Area Drains, 18" ADS Nyloplast or Equivalent	EA	3	\$1,716.08	5,148.18	-	-	-	-
85	Area Drain Connection to Existing Storm Sewer	EA	3	\$2,200.00	6,600.00	-	-	-	-
86	Light Pole Base, LI-201	EA	14	\$950.00	13,300.00	-	-	-	-
87	Decorative Light Poles & Fixtures, Type LA	EA	4	\$7,100.00	28,400.00	-	-	-	-
88	Decorative Light Poles & Fixtures, Type LB	EA	4	\$7,600.00	30,400.00	-	-	-	-
89	Decorative Light Poles & Fixtures, Type LC	EA	5	\$5,800.00	29,000.00	-	-	-	-
90	Decorative Light Poles & Fixtures, Type LD	EA	6	\$5,100.00	30,600.00	-	-	-	-
91	Electrical Conduit, 2" PVC	LF	806	\$14.00	11,284.00	-	-	-	-
92	Lighting Control Cabinet	EA	1	\$11,000.00	11,000.00	-	-	-	-
93	Electrical Circuit	LF	1,274	\$7.83	9,975.42	-	-	-	-
94	Hand Hole, LI-103, Type II	EA	3	\$500.00	1,500.00	-	-	-	-
TOTAL CONTRACT					1,713,250.05		136,888.00		136,888.00

Retainage 5% \$ 6,844.40
 Total Value of Completed Work Less Retainage \$ 130,043.60
 Previous Payments \$ -
 Current Payment Due \$ 130,043.60

Pay Estimate #1
 Pay Estimate #2
 Pay Estimate #3

RESOLUTION #041618-01

**RESOLUTION TO AWARD THE CONSTRUCTION CONTRACT TO
TRIPLE B CONSTRUCTION CORP.
FOR THE GALILEO DRIVE STREET PROJECT**

Whereas, the City of Riverside City Council hereby awards the Galileo Drive Street Project to Triple B Construction Corp. of Wilton, Iowa, in the amount of \$476,585.50.

Therefore, be it resolved the City of Riverside City Council does hereby approve the award for contracted services. A public hearing was held and notices were published according to the legal requirements of the State of Iowa. A bid letting was held on April 11th at 2:00 pm at Riverside City Hall where the sealed bids received were opened and a Bid tabulation sheet was prepared by Scott Pottorff of MMS Consultants.

Moved by Councilperson _____, seconded by Councilperson _____, to approve the foregoing resolution.

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

Ayes:

Nays:

Absent:

PASSED AND APPROVED by the City Council of Riverside, Iowa and approved this 16th day of April, 2018.

Signed: _____

Allen Schneider, Mayor

Attest: _____

Becky LaRoche, 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

April 12, 2018

2245-039

Mayor Allen Schneider and City Council
City of Riverside
60 North Greene Street
Riverside, IA 52327

Re: Galileo Drive Addition Project

Contractor bids were received for the work to construct the Galileo Drive Addition Project at 2:00 PM on Wednesday, April 11, 2018. Five bids were received. The full bid tabulation is attached for review.

The apparent low bidder is Triple B Construction of Wilton, Iowa. A summary of the three lowest bidders is shown below:

Bidder	Triple B Construction	Dennis Spencer Construction	Dave Schmitt Construction
Base Bid Amount	\$476,685.50	\$484,182.35	\$493,740.60

Upon careful review of the bids, we recommend the Council award the bid. MMS Consultants recommends award of the bid to Triple B Construction.

Respectfully Submitted,

Scott Pottorff, P.E.
MMS Consultants, Inc.

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Galileo Drive Addition
Bid Tabulation

Engineer's Estimate

No.	Item Code	Item	Quantity	Unit	Unit Price	Total Price
1	1070-206-A-3	Traffic Control	1	LS	\$1,500.00	\$ 1,500.0
2	1090-105-D-0	Mobilization	1	LS	\$20,000.00	\$ 20,000.0
3	2010-108-A-1	Removal of Fence	374	LF	\$5.00	\$ 1,870.0
4	2010-108-E-0	Excavation, Class 10, Onsite	8,250	CY	\$5.00	\$ 41,250.0
5	2010-108-D-1	Topsoil, Onsite	4,800	CY	\$15.00	\$ 72,000.0
6	2010-108-F-0	Below Grade Excavation (Core Out)	392	CY	\$50.00	\$ 19,600.0
7	2010-108-G-0	Subgrade Preparation	2,671	SY	\$1.00	\$ 2,671.0
8	2010-108-I-0	Subbase, Modified, 4" Thick	154	SY	\$5.00	\$ 770.0
9	2010-108-I-0	Subbase, Modified, 6" Thick	2,671	SY	\$8.00	\$ 21,368.0
10	3010-108-A-0	Granular Trench Backfill, Porous Backfill, 12" Storm Sewer	428	LF	\$10.00	\$ 4,280.0
11	3010-108-A-0	Granular Trench Backfill, Porous Backfill, 15" Storm Sewer	176	LF	\$15.00	\$ 2,640.0
12	3010-108-C-0	Trench Foundation	200	LF	\$25.00	\$ 5,000.0
13	3010-108-D-0	Replacement of Unsuitable Backfill Material, Granular Backfill	150	CY	\$50.00	\$ 7,500.0
14	3010-108-F-0	Trench Compaction Testing	1	LS	\$5,000.00	\$ 5,000.0
15	4010-108-A-1	Sanitary Sewer Gravity Main, Trenched, PVC SDR 26, 8" Dia.	747	LF	\$40.00	\$ 29,880.0
16	4010-108-A-1	Sanitary Sewer Gravity Main, Trenchless, Restrained Joint PVC, 8" Dia.	60	LF	\$80.00	\$ 4,800.0
17	4010-108-E-0	Sanitary Sewer Service Stub, Main to ROW, PVC (SDR 23.5), 4" Dia.	6	EA	\$1,300.00	\$ 7,800.0
18	4010-108-J-0	Connect to Existing Sanitary Sewer	1	EA	\$1,500.00	\$ 1,500.0
19	4020-108-A-1	Storm Sewer, Trenched, ADS N-12, 10" Dia.	42	LF	\$33.00	\$ 1,386.0
20	4020-108-A-1	Storm Sewer, Trenched, RCP, 12" Dia.	523	LF	\$33.00	\$ 17,259.0
21	4020-108-A-1	Storm Sewer, Trenched, RCP, 15" Dia.	176	LF	\$36.00	\$ 6,336.0
22	4020-108-A-1	Storm Sewer, Trenched, RCAP, 13"x22"	34	LF	\$60.00	\$ 2,040.0
23	4020-108-A-1	Storm Sewer, Trenched, RCP, 24" Dia.	33	LF	\$50.00	\$ 1,650.0
24	4020-108-A-1	Storm Sewer Flared End Section, RCP, 12" Dia.	1	EA	\$750.00	\$ 750.0
25	4020-108-A-1	Storm Sewer Flared End Section, RCP, 24" Dia.	1	EA	\$1,500.00	\$ 1,500.0
26	4020-108-C-0	Removal of Storm Sewer and Flared End	1	LS	\$500.00	\$ 500.0
27	4040-108-A-0	Longitudinal Subdrain, Type 2, 4"	692	LF	\$7.00	\$ 4,844.0
28	4040-108-C-0	Subdrain Cleanout, Type A-1	3	EA	\$500.00	\$ 1,500.0
29	4040-108-D-0	Subdrain Outlet, Connection to Structure	5	EA	\$500.00	\$ 2,500.0
30	5010-108-A-1	Water Main, 6", PVC C900	794	LF	\$25.00	\$ 19,850.0
31	5010-108-A-1	Water Main, 8", PVC C900	278	LF	\$35.00	\$ 9,730.0
32	5010-108-A-1	Water Main, 8", Trenchless, Restrained Joint PVC C900	52	LF	\$60.00	\$ 3,120.0
33	5010-108-D-0	Water Service, 1" Type K Copper	6	EA	\$950.00	\$ 5,700.0
34	5020-108-A-0	Gate Valve, 6"	3	EA	\$1,100.00	\$ 3,300.0
35	5020-108-A-0	Gate Valve, 8"	2	EA	\$1,500.00	\$ 3,000.0
36	5020-108-C-0	Fire Hydrant Assembly	4	EA	\$4,500.00	\$ 18,000.0
37	6010-108-A-0	Sanitary Manhole, Type SW-301, 48" Dia	5	EA	\$3,500.00	\$ 17,500.0
38	6010-108-B-0	Storm Manhole, SW-401, 48"	1	EA	\$4,000.00	\$ 4,000.0
39	6010-108-B-0	Storm Intake, Type SW-509	2	EA	\$4,300.00	\$ 8,600.0
40	6010-108-B-0	Storm Intake, Type SW-512, 24"	2	EA	\$2,200.00	\$ 4,400.0
41	6010-108-B-0	Storm Intake, Type SW-545, LO=14'	4	EA	\$6,500.00	\$ 26,000.0
42	6010-108-G-0	Connect to Existing Storm Sewer Intake	1	EA	\$500.00	\$ 500.0
43	7010-108-A-0	PCC Pavement, 7"	2,235	SY	\$35.00	\$ 78,225.0
44	7020-108-B-0	HMA Pavement, 5"	144	SY	\$25.00	\$ 3,600.0
45	7030-108-A-0	Removal of PCC Sidewalk	9	SY	\$15.00	\$ 135.0
46	7030-108-E-0	PCC Sidewalk, 4"	93	SY	\$35.00	\$ 3,255.0
47	7030-108-E-0	PCC Sidewalk, 5"	61	SY	\$40.00	\$ 2,440.0
48	7030-108-G-0	Detectable Warnings	70	SF	\$50.00	\$ 3,500.0
49	7030-108-H-2	Granular Surfacing, Class A, 6" Thick	1,535	SY	\$15.00	\$ 23,025.0
50	7040-108-H-0	Removal of HMA Pavement	10	SY	\$15.00	\$ 150.0
51	7040-108-I-0	Removal of PCC Curb and Gutter	103	LF	\$15.00	\$ 1,545.0
52	9010-108-A-0	Seeding, Fertilizing and Mulching, Permanent, Type 1	3.2	AC	\$3,500.00	\$ 11,200.0
53	9010-108-A-0	Seeding, Fertilizing and Mulching, Stabilization, Type 4	2.0	AC	\$2,000.00	\$ 4,000.0
54	9040-108-A-2	SWPPP Management	1	LS	\$2,500.00	\$ 2,500.0
55	9040-108-Q-1	Silt Fence	1,800	LF	\$3.00	\$ 5,400.0
56	9040-108-Q-3	Removal of Silt Fence	1,800	LF	\$1.00	\$ 1,800.0
57	9040-108-S-1	Inlet Protection Device	9	EA	\$200.00	\$ 1,800.0
58	9040-108-S-2	Inlet Protection Device Maintenance	9	EA	\$100.00	\$ 900.0

Numbers in Italics differ from bid submitted

TOTAL BASE BID

\$ 556,869.0

Triple B Construction 710 Ayres Progress Drive Wilton, IA		Dennis Spencer Construction P.O. Box 2081 Iowa City, IA 52244		Dave Schmitt Construction 250 50th Ave SW Cedar Rapids, IA		Cornerstone Excavating 1320 West Main Street Washington, IA 52353		Hagerty Earthworks 300 E 2nd Street, Suite 304 Muscatine, IA 52761	
Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
\$800.00	\$ 800.00	\$3,000.00	\$ 3,000.00	\$5,025.00	\$ 5,025.00	\$12,500.00	\$ 12,500.00	\$1,000.00	\$ 1,000.00
\$20,000.00	\$ 20,000.00	\$30,500.00	\$ 30,500.00	\$19,050.00	\$ 19,050.00	\$20,000.00	\$ 20,000.00	\$10,000.00	\$ 10,000.00
\$3.00	\$ 1,122.00	\$3.00	\$ 1,122.00	\$2.50	\$ 935.00	\$6.50	\$ 2,431.00	\$5.00	\$ 1,870.00
\$4.80	\$ 39,600.00	\$6.50	\$ 53,625.00	\$4.25	\$ 35,062.50	\$3.85	\$ 31,762.50	\$5.25	\$ 43,312.50
\$5.50	\$ 26,400.00	\$8.10	\$ 38,880.00	\$6.75	\$ 32,400.00	\$5.50	\$ 26,400.00	\$3.00	\$ 14,400.00
\$45.00	\$ 17,640.00	\$29.00	\$ 11,368.00	\$55.00	\$ 21,560.00	\$35.50	\$ 13,916.00	\$33.00	\$ 12,936.00
\$1.50	\$ 4,006.50	\$2.00	\$ 5,342.00	\$1.85	\$ 4,941.35	\$2.45	\$ 6,543.95	\$1.00	\$ 2,671.00
\$6.00	\$ 924.00	\$6.90	\$ 1,062.60	\$13.85	\$ 2,132.90	\$7.25	\$ 1,116.50	\$7.00	\$ 1,078.00
\$7.50	\$ 20,032.50	\$6.90	\$ 18,429.90	\$6.00	\$ 16,026.00	\$7.25	\$ 19,364.75	\$6.00	\$ 16,026.00
\$16.50	\$ 7,062.00	\$22.00	\$ 9,416.00	\$19.00	\$ 8,132.00	\$19.00	\$ 8,132.00	\$35.00	\$ 14,980.00
\$12.50	\$ 2,200.00	\$17.50	\$ 3,080.00	\$16.25	\$ 2,860.00	\$13.00	\$ 2,288.00	\$35.00	\$ 6,160.00
\$4.00	\$ 800.00	\$4.70	\$ 940.00	\$5.70	\$ 1,140.00	\$10.00	\$ 2,000.00	\$6.00	\$ 1,200.00
\$45.00	\$ 6,750.00	\$24.90	\$ 3,735.00	\$36.90	\$ 5,535.00	\$33.50	\$ 5,025.00	\$33.00	\$ 4,950.00
\$2,500.00	\$ 2,500.00	\$2,500.00	\$ 2,500.00	\$4,290.00	\$ 4,290.00	\$5,000.00	\$ 5,000.00	\$1,000.00	\$ 1,000.00
\$45.00	\$ 33,615.00	\$28.40	\$ 21,214.80	\$31.50	\$ 23,530.50	\$40.00	\$ 29,880.00	\$58.00	\$ 43,326.00
\$90.00	\$ 5,400.00	\$163.00	\$ 9,780.00	\$125.00	\$ 7,500.00	\$230.00	\$ 13,800.00	\$90.00	\$ 5,400.00
\$1,350.00	\$ 8,100.00	\$950.00	\$ 5,700.00	\$1,075.00	\$ 6,450.00	\$1,550.00	\$ 9,300.00	\$1,650.00	\$ 9,900.00
\$400.00	\$ 400.00	\$535.00	\$ 535.00	\$550.00	\$ 550.00	\$1,600.00	\$ 1,600.00	\$550.00	\$ 550.00
\$20.00	\$ 840.00	\$15.30	\$ 642.60	\$43.40	\$ 1,822.80	\$33.00	\$ 1,386.00	\$55.00	\$ 2,310.00
\$39.00	\$ 20,397.00	\$23.45	\$ 12,264.35	\$37.80	\$ 19,769.40	\$37.75	\$ 19,743.25	\$60.00	\$ 31,380.00
\$41.00	\$ 7,216.00	\$23.80	\$ 4,188.80	\$38.50	\$ 6,776.00	\$40.75	\$ 7,172.00	\$62.00	\$ 10,912.00
\$75.00	\$ 2,550.00	\$63.50	\$ 2,159.00	\$69.30	\$ 2,356.20	\$64.25	\$ 2,184.50	\$80.00	\$ 2,720.00
\$55.00	\$ 1,815.00	\$43.10	\$ 1,422.30	\$62.30	\$ 2,055.90	\$55.25	\$ 1,823.25	\$73.00	\$ 2,409.00
\$1,400.00	\$ 1,400.00	\$600.00	\$ 600.00	\$1,005.00	\$ 1,005.00	\$1,900.00	\$ 1,900.00	\$2,250.00	\$ 2,250.00
\$2,000.00	\$ 2,000.00	\$1,850.00	\$ 1,850.00	\$805.00	\$ 805.00	\$2,000.00	\$ 2,000.00	\$2,700.00	\$ 2,700.00
\$500.00	\$ 500.00	\$500.00	\$ 500.00	\$240.00	\$ 240.00	\$750.00	\$ 750.00	\$800.00	\$ 800.00
\$9.00	\$ 6,228.00	\$5.25	\$ 3,633.00	\$10.80	\$ 7,473.60	\$7.75	\$ 5,363.00	\$8.50	\$ 5,882.00
\$250.00	\$ 750.00	\$280.00	\$ 840.00	\$400.00	\$ 1,200.00	\$450.00	\$ 1,350.00	\$175.00	\$ 525.00
\$200.00	\$ 1,000.00	\$275.00	\$ 1,375.00	\$58.90	\$ 294.50	\$300.00	\$ 1,500.00	\$250.00	\$ 1,250.00
\$24.00	\$ 19,056.00	\$16.75	\$ 13,299.50	\$28.35	\$ 22,509.90	\$24.00	\$ 19,056.00	\$42.00	\$ 33,348.00
\$29.00	\$ 8,062.00	\$25.45	\$ 7,075.10	\$46.70	\$ 12,982.60	\$30.00	\$ 8,340.00	\$46.00	\$ 12,788.00
\$90.00	\$ 4,680.00	\$149.00	\$ 7,748.00	\$145.00	\$ 7,540.00	\$200.00	\$ 10,400.00	\$80.00	\$ 4,160.00
1,050.00	\$ 6,300.00	\$950.00	\$ 5,700.00	\$795.00	\$ 4,770.00	\$1,175.00	\$ 7,050.00	\$1,500.00	\$ 9,000.00
\$900.00	\$ 2,700.00	\$800.00	\$ 2,400.00	\$1,675.00	\$ 5,025.00	\$950.00	\$ 2,850.00	\$1,320.00	\$ 3,960.00
1,200.00	\$ 2,400.00	\$1,100.00	\$ 2,200.00	\$1,235.00	\$ 2,470.00	\$1,300.00	\$ 2,600.00	\$1,635.00	\$ 3,270.00
4,000.00	\$ 16,000.00	\$3,700.00	\$ 14,800.00	\$3,925.00	\$ 15,700.00	\$4,550.00	\$ 18,200.00	\$4,550.00	\$ 18,200.00
3,700.00	\$ 18,500.00	\$3,400.00	\$ 17,000.00	\$3,900.00	\$ 19,500.00	\$4,500.00	\$ 22,500.00	\$4,350.00	\$ 21,750.00
2,150.00	\$ 2,150.00	\$1,500.00	\$ 1,500.00	\$2,740.00	\$ 2,740.00	\$2,650.00	\$ 2,650.00	\$3,200.00	\$ 3,200.00
4,000.00	\$ 8,000.00	\$4,100.00	\$ 8,200.00	\$3,865.00	\$ 7,730.00	\$4,700.00	\$ 9,400.00	\$4,400.00	\$ 8,800.00
1,550.00	\$ 3,100.00	\$1,100.00	\$ 2,200.00	\$1,325.00	\$ 2,650.00	\$1,675.00	\$ 3,350.00	\$1,125.00	\$ 2,250.00
2,800.00	\$ 11,200.00	\$4,600.00	\$ 18,400.00	\$5,230.00	\$ 20,920.00	\$6,200.00	\$ 24,800.00	\$7,250.00	\$ 29,000.00
\$750.00	\$ 750.00	\$620.00	\$ 620.00	\$630.00	\$ 630.00	\$1,500.00	\$ 1,500.00	\$500.00	\$ 500.00
\$39.00	\$ 87,165.00	\$38.20	\$ 85,377.00	\$38.20	\$ 85,377.00	\$40.00	\$ 89,400.00	\$46.00	\$ 102,810.00
\$47.00	\$ 6,768.00	\$46.10	\$ 6,638.40	\$46.10	\$ 6,638.40	\$52.00	\$ 7,488.00	\$90.00	\$ 12,960.00
\$10.00	\$ 90.00	\$11.65	\$ 104.85	\$11.45	\$ 103.05	\$60.00	\$ 540.00	\$20.00	\$ 180.00
\$37.00	\$ 3,441.00	\$37.00	\$ 3,441.00	\$37.00	\$ 3,441.00	\$41.50	\$ 3,859.50	\$54.00	\$ 5,022.00
\$53.00	\$ 3,233.00	\$53.00	\$ 3,233.00	\$53.00	\$ 3,233.00	\$45.00	\$ 2,745.00	\$77.00	\$ 4,697.00
\$30.00	\$ 2,100.00	\$30.00	\$ 2,100.00	\$30.00	\$ 2,100.00	\$25.00	\$ 1,750.00	\$25.00	\$ 1,750.00
\$7.50	\$ 11,512.50	\$6.90	\$ 10,591.50	\$7.80	\$ 11,973.00	\$8.00	\$ 12,280.00	\$7.00	\$ 10,745.00
\$40.00	\$ 400.00	\$10.00	\$ 100.00	\$39.85	\$ 398.50	\$62.50	\$ 625.00	\$20.00	\$ 200.00
\$10.00	\$ 1,030.00	\$19.55	\$ 2,013.65	\$13.50	\$ 1,390.50	\$20.00	\$ 2,060.00	\$10.00	\$ 1,030.00
\$500.00	\$ 4,800.00	\$3,400.00	\$ 10,880.00	\$1,500.00	\$ 4,800.00	\$3,600.00	\$ 11,520.00	\$2,700.00	\$ 8,640.00
\$875.00	\$ 1,750.00	\$850.00	\$ 1,700.00	\$875.00	\$ 1,750.00	\$950.00	\$ 1,900.00	\$2,500.00	\$ 5,000.00
\$1,500.00	\$ 4,500.00	\$3,600.00	\$ 3,600.00	\$1,500.00	\$ 1,500.00	\$2,500.00	\$ 2,500.00	\$1,500.00	\$ 1,500.00
\$1.50	\$ 2,700.00	\$1.50	\$ 2,700.00	\$1.50	\$ 2,700.00	\$1.60	\$ 2,880.00	\$1.75	\$ 3,150.00
\$0.25	\$ 450.00	\$0.10	\$ 180.00	\$0.25	\$ 450.00	\$0.20	\$ 360.00	\$0.50	\$ 900.00
\$175.00	\$ 1,575.00	\$50.00	\$ 450.00	\$175.00	\$ 1,575.00	\$75.00	\$ 675.00	\$150.00	\$ 1,350.00
\$25.00	\$ 225.00	\$25.00	\$ 225.00	\$25.00	\$ 225.00	\$50.00	\$ 450.00	\$100.00	\$ 900.00

\$ 476,685.50

\$ 484,182.35

\$ 493,740.60

\$ 529,960.20

\$ 564,957.50

RESOLUTION #041618-02

RESOLUTION APPROVING AN EASEMENT AGREEMENT BETWEEN THE CITY OF RIVERSIDE AND CORRINE AND DENNIS WALKER FOR A PERMENANT EASEMENT FOR "CITY WELCOME SIGN"

WHEREAS, the City of Riverside City Council and Corrine and Dennis Walker has reviewed the easement documentation for a permanent "City Welcome Sign"

THEREFORE, be it resolved the City of Riverside City Council does hereby approve the easement agreement.

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

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

Ayes:

Nays:

Absents:

Passed and Approved by the City Council of Riverside, Iowa and approved this 16th day of April, 2018.

Signed: _____

Allen Schneider, Mayor

Attest: _____

Becky LaRoche, City Clerk

Becky LaRoche

From: Mayor <mayor@cityofriversideiowa.com>
Sent: Tuesday, April 10, 2018 1:42 PM
To: Becky LaRoche
Subject: Fwd: Riverside stuff

Here's Bill's response on the question from Dennis Walker. I would assume we would work with any buyer, but the intent of that clause is to protect us from having to rebuild the sign somewhere else.

Begin forwarded message:

From: "Bill J. Sueppel" <billjs@meardonlaw.com>
Date: April 4, 2018 at 10:17:34 AM CDT
To: "mayor@cityofriversideiowa.com" <mayor@cityofriversideiowa.com>
Subject: RE: Riverside stuff

With regard to Mr. Walker's question, the intent of Paragraph 10 is to allow the City to purchase the easement area that is the subject of the Easement.

William J. Sueppel



122 SOUTH LINN STREET
IOWA CITY, IA 52240
P: 319.338.9222 F: 319.338.7250

MeardonLaw.com • [Bio](#) • [VCard](#)

This e-mail (including attachments) is covered by the Electronic Communications Privacy Act, 18 U. S. C. Sections 2510-2521, is confidential and is legally privileged. This message and its attachments may also be privileged and attorney work product. They are intended for the individual or entity named above. If you are not the intended recipient, please do not read, copy, use or disclose this communication to others; also please notify the sender by replying to this message, and then delete it from your system. Thank you.

From: mayor@cityofriversideiowa.com [<mailto:mayor@cityofriversideiowa.com>]
Sent: Tuesday, April 03, 2018 1:40 PM
To: Bill J. Sueppel <billjs@meardonlaw.com>
Subject: Riverside stuff

Hi, Bill

I've got a few items for you after our meeting last night. In order of importance:

City of Riverside Sign Easement

With rights of first option to purchase.

This agreement made and entered into by and between Dennis M. Walker and Corrine M. Walker, husband & wife of Washington County, Iowa, owner of the real estate described herein, (hereinafter referred to as "Walker," which expression shall include, his, her, or their heirs, agents, successors or assigns), and City of Riverside, Iowa, a Municipal Corporation (hereinafter referred to as "City," which expression shall include their agents, successors or assigns), witnesseth:

It is hereby agreed as follows:

In consideration of the mutual covenants and agreements contained herein and for other valuable consideration, receipt of which is hereby acknowledged, beginning April 1, 2018, Walker hereby grants and conveys to the City a signage easement for the purpose of excavating, constructing, installing, operating, replacing, maintaining and using a City of Riverside welcome sign, together with the right of ingress and egress thereto, for the above purposes. In further consideration of the easement, the City will pay Walker \$300.00 per year due April 1 of each year. The lease will run for 20 years, expiring April 1, 2038. Said easement shall be located on, below, over and across property owned by Walker, more particularly described and depicted in Exhibit A attached hereto and made a part of this easement by reference.

Walker further grants to City:

- 1.) The right of excavating said strip for the full width thereof to such extent as the City may find reasonably necessary;
- 2.) The right to trim and cut down and clear away any and all trees and brush now on said strip and to trim and to cut down and clear away any trees on either side of said strip which now in the opinion of the City may be a hazard to maintenance or may interfere with the exercise of the City's rights hereunder in any manner; provided, however, that all trees which the City is hereby authorized to cut and remove, if valuable for timber or wood, shall continue to be the property of Walker, but all tops, lops, brush and refuse wood shall be burned or removed by the City;
- 3.) The right of ingress to and egress from said strips over and across said lands by means of roads and lanes thereon, if such there be, otherwise, by such route or routes as shall occasion the least practicable damage and inconvenience to Walker; provided that such right of ingress and egress shall not extend to any portion of said lands which is isolated from said strip or any public road or highway now crossing or hereafter crossing said land.
- 4.) The right to mark the location of said strips by suitable markers set in the ground; provided that said markers shall be placed in fences or other locations which will not interfere with any reasonable use Walker shall make of said strips.
 - a.) City shall not fence said strip;
 - b.) City shall promptly reseed any disturbance made by it on said strip and repair any damage it shall do to Walker's private roads or lanes on said lands;

- c.) Walker shall have no right to grant additional easements or sub-easements on, along or across the easement granted to the City.
 - d.) City shall indemnify Walker against any loss and damage which shall be caused by the exercise of said ingress and egress, construction, and maintenance or by any wrongful or negligent act, omission of the City or of its agents or employees in the course of their employment.
- 5) City shall have sole discretion as to the size, materials, color and content of the sign.
 - 6) Walker reserves the right to use said strips for purposes which will not interfere with the City's full enjoyment of the rights hereby granted.
 - 7) Walker does hereby covenant with the City that they are lawfully seized and possessed of the real estate above described, that they have a good and lawful right to convey it or any part thereof.
 - 8) This Agreement shall be binding on and inure to the benefit of their heirs, assigns, and successors of the parties hereto.
 - 9) The City may terminate this easement upon sixty (60) days' notice to Walker if the purposes for which the City acquired this easement change and no longer suit the City's needs. In such an event, the City will restore the property to its condition prior to the execution of the easement, reasonable wear and tear excepted.
 - 10) If, during the term of this Agreement, Walker offers for sale the property described herein, the City shall have the option to purchase the property described herein at the same price as that contained in a bona fide offer to purchase. The City shall have thirty (30) days to exercise said option after its receipt of a written notice from Walker that Walker has received an offer to purchase the property described herein.

Dated this _____ day of March, 2018.

WALKER

CITY OF RIVERSIDE

By: _____
Dennis M. Walker

By: _____
Allen Schneider, Mayor

By: _____
Corrine M. Walker

By: _____
Becky LaRoche, City Clerk

RESOLUTION #041618-03

**RESOLUTION ACCEPTING DEVELOPMENT AGREEMENT
WITH ICE IT, LLC**

WHEREAS, on this 16TH day of April, THE City Council of Riverside, Iowa accept and agree to the terms of the development agreement between ICE IT, LLC and the City of Riverside.

THEREFORE, BE IT RESOLVED, BY The City of Riverside, hereby approves the development agreement with ICE IT, LLC for financial assistance in the form of property tax incentives not to exceed the amount of \$80,000.00 over a 7 year period.

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

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

Ayes:

Nays:

Absent:

Passed and Approved by the City Council of Riverside, Iowa and approved this 16th day of April, 2018.

SIGNED: _____
Allen Schneider, Mayor

ATTEST: _____
Becky LaRoche, City Clerk

AGREEMENT

This Agreement is entered into between the City of Riverside, Iowa (hereinafter referred to as "City") and ICE IT, LLC, an Iowa limited liability company (hereinafter referred to as "Applicant") and together with City, the "Parties," as of the ___ day of _____, 2018 (the "Commencement Date").

WHEREAS, Applicant is interested in acquiring has acquired certain real property situated in the City of Riverside, Washington County, State of Iowa, locally known as 70 1st Street West, Riverside, Iowa, and further identified as Washington County Parcel No. 04-18-277-006 (hereafter the "Property"), and

WHEREAS, the Applicant has requested that the City provide financial assistance in the form of property tax incentives to be used by Applicant in paying the costs of maintaining the Property, and

WHEREAS, Applicant's acquisition of the Property will add diversity and generate new opportunities for the Riverside and Iowa economies, and

WHEREAS, the City is willing to assist Applicant in purchasing in developing and maintaining the Property by providing the proposed property tax incentives, as permitted under Iowa law, and contained herein:

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. The term of this Agreement ("Term") shall commence on the Commencement Date and terminate upon the earlier of: (i) seven (7) years after the Commencement Date, or (ii) on such earlier date upon which the aggregate property tax incentives received by Applicant equals the Maximum Payment Total as defined herein.
2. Applicant agrees to make timely payment of all property taxes as they come due with respect to the Property throughout the Term and to submit a receipt in evidence of such payments to the City. During the Term, City agrees to reimburse Applicant for installments of total property tax payments within 30 days receipt of evidence that an installment of property taxes has been paid. Notwithstanding anything herein to the contrary, the aggregate total amount of property tax incentives under this Agreement available to Applicant shall not exceed \$80,000.00 (the "Maximum Payment Total").

3. This Agreement is contingent upon Applicant's acquisition of the Property on or before _____. Applicant agrees to maintain, preserve and keep the Property in good repair and to make necessary repairs, replacements and additions as necessary. Applicant further agrees to make continuous use of the Property as an operating business(es) which maintain(s) regular operating hours. In the event the Property shall remain vacant for any period of ~~two (2)~~ three (3) months during a twelve-month period, said vacancy shall be grounds for termination of this Agreement by the City. This provision will not become effective during the first six (6) months of this Agreement.

4. Applicant further agrees that the Property will comply with all other applicable building code and zoning code requirements contained in the Riverside Municipal Code of Ordinances pertaining to the property and the proposed/permitted uses.

5. Nothing in this Agreement shall be construed to relieve the Applicant from complying with all applicable local and state regulations and the Applicant acknowledges the same.

6. Applicant is required to keep and maintain the premises so as not to be a nuisance under the Riverside Municipal Code of Ordinances applicable state statute.

7. This shall not be a covenant running with the land and is not assignable. This Agreement will be terminated in the event Applicant sells the Property to any other individual or entity.

8. Any attempted assignment of this agreement or violation or breach of any of the terms of this Agreement by the Applicants, their employees, agents or representatives, may be cause for the City to terminate this Agreement, by an affirmative vote of the majority of the City Council.

9. This Agreement shall be governed and construed in accordance with the laws of the State of Iowa.

10. This Agreement is the entire agreement between the parties regarding the subject matter hereof and may not be amended, except by written agreement signed by all parties hereto.

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

ICE IT, LLC

Date: _____

By: _____

By: _____

CITY OF RIVERSIDE, IOWA

Date: _____

By: _____

Allen Schneider, Mayor

ATTEST: _____

~~Lory Young, City Clerk~~

Bucky LaRode

DRAFT

RESOLUTION #041618-04

RESOLUTION TO LEASE PROPERTY LOCATED AT 81 E 1ST STREET, KNOWN AS THE RIVERSIDE COMMUNITY BUILDING TO JOHN SOJKA

WHEREAS; the City of Riverside, Iowa, on November 6th, 2017 a public hearing was held during the City Council Meeting beginning at 6:30 pm, to accept the proposed sale of the property located at 81 E 1st Street, known as the "Riverside Community Building" to John Sojka for an amount not to exceed \$33,400.00.

THEREFORE, BE IT RESOLVED, The City of Riverside City Council, hereby approves the leasing of this building to John Sojka for the cost of utilities, until which time the sale of building can be completed. The City of Riverside agrees to have Sojka remove drop ceilings in said building. City will reimburse Sojka cost of ceiling removal, amount not to exceed \$5000.00, if sale of building fails to proceed.

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

ROLL CALL VOTE: Schneider, Sexton, Redlinger, Weber, Rodgers

Ayes:

Nays:

Absent: Sexton

Passed and Approved by the City Council of Riverside, Iowa and approved this 16th day of April, 2018.

Signed: _____
Allen Schneider, Mayor

Attest : _____
Becky LaRoche, City Clerk

Emailed JS@ka 4/13/2018
3/30/19 3:35 pm

AMENDED AND RESTATED LEASE AGREEMENT

THIS AGREEMENT is made by and between the City of Riverside, Iowa, a municipal corporation, hereinafter referred to as "City," and John and Joan Sojka, husband and wife, hereinafter referred to as "Tenant."

1. PREMISES AND TERM. The City, in consideration of the rents herein reserved and the agreement and conditions herein contained, on the part of the Tenant, leases to the Tenant and Tenant hereby rents and leases from the City the building, known as the "Riverside Community Building," located at 81 1st Avenue East in Riverside, Iowa.

This Lease shall commence on April 16, 2018, and will run on a month-to-month basis until a contemplated sale is completed between the City and Tenant or as otherwise adjudicated by an Iowa court.

2. RENTAL. Tenant shall be responsible for all utilities and taxes, if applicable, during the term of this Lease. Tenant shall pay utilities as they become due to avoid delinquency.

3. SECURITY DEPOSIT. There shall be no security deposit required as a part of this Lease.

4. POSSESSION. Tenant shall be entitled to possession on the first day of the term of the Lease, and shall yield possession to the City at the time and date of the close of this Lease term, except as herein otherwise expressly provided. Should City be unable to give possession on said date, Tenant shall not be entitled to any damages from the City, except for reimbursement of the Tenant's cost to remove the suspended ceiling on the above-referenced property. Costs shall be limited to reimbursement of Tenant's time and material.

It is understood and agreed that the City has asserted ownership of the above-referenced property, but that a quiet title action will be necessary to ultimately determine the City's ownership rights. In the event that the title to the above-described property is quieted in the City of Riverside, the parties will agree to move forward with a sale of the property to the Tenant in accordance with the terms and conditions of a purchase agreement executed by the parties. If the City is unsuccessful in establishing ownership, the City and the Tenant will abide by the court decision. The Tenant understands and agrees that no cause of action will be asserted against the City based on the City's ownership or possession of the property described herein and the Tenant agrees not to seek any damages from the City as a result of the City's failure to quiet and acquire title in the above-described property.

5. USE OF THE PREMISES. Tenant covenants and agrees during the term of this Lease to use and occupy the Leased Premises only for the purposes permitted in the commercial zoning district or as otherwise approved by the City of Riverside.

6. RIGHT OF REVERSION. Upon the termination of this Lease, all improvements constructed on the Leased Premises shall revert to City, and Tenant shall, thereafter, have no interest therein. The Tenant shall not seek or be entitled to any reimbursement for the improvements the Tenant made to or constructed on the Leased Premises.

7. MAINTENANCE OF CONDITION OF PREMISES. The Leased Premises shall be reasonably maintained by Tenant throughout the term of this Lease, and no waste shall be committed thereon.

8. UTILITIES. All utilities will be paid by Tenant. Utilities include water, sewer, electricity and gas costs, including expenses for heating, cooling and lighting the premises.

9. MECHANIC'S LIENS. Tenant shall ensure that no mechanic's liens are filed against the above-described property during the term of this Lease.

10. SURRENDER OF PREMISES AT END OF TERM. Tenant agrees that upon the termination of this Lease, it will surrender, yield up and deliver the Leased Premises in good and clean condition, except for the effects of ordinary wear and tear and depreciation arising from lapse of time, or damage without fault or liability of Tenant.

11. ASSIGNMENT. Tenant may not assign or sublease any portion of the rights or interest granted under this Lease without the express written permission of the Riverside City Council. Any such assignment shall not relieve the liability of Tenant. Any such assignment shall pass to the assignee all responsibilities of Tenant set forth herein. In the event of such an assignment, the assignee must be required to utilize the above-described real estate for the purposes intended herein. Furthermore, any such assignment must be approved by City, which approval shall not be unreasonably denied or withheld.

12. GOVERNMENTAL LAWS, RULES AND REGULATIONS. Tenant covenants and agrees to comply with all applicable laws, ordinances, rules and regulations of the city, county, state and other governmental authorities regarding the leased premises. Tenant shall hold City harmless therefrom.

13. INSURANCE

a) City agrees to have in force on the date of occupancy, and to keep in force thereafter for the term of this Lease, fire and extended coverage insurance on the entire premises.

b) Tenant shall, at all times during this Lease, maintain general liability insurance, including personal injury, fire, property damage and extended coverage, naming the City as an additional insured, in an amount not less than \$1,000,000.00 per occurrence with at least a \$2,000,000.00 aggregate limit. Tenant also shall be responsible for insuring its personal property on the premises. Tenant agrees to deliver the certificate of insurance to the City.

c) City and Tenant each hereby waive any and all rights of recovery against the other arising from any loss occurring to or at the premises which is covered or required to be covered by insurance pursuant to the provisions of this Lease. All insurance policies required to be maintained under the provisions of this Lease shall contain an endorsement, to the extent that such endorsements are available, pursuant to which the insurance carrier waives all rights of subrogation.

14. FIRE AND CASUALTY—DAMAGE OR DESTRUCTION OF PREMISES. In the event of damage to or destruction of the Leased Premises, this Lease shall not terminate, and each party agrees to take all reasonable steps to continue operations, and to rebuild the Facility.

15. SIGNS. Tenant shall have the right and privilege of attaching, affixing, painting, or exhibiting signs on the Leased Premises.

16. INDEMNIFICATION. Tenant agrees to indemnify, protect and hold harmless City from any and all costs, loss, damage, liability, expense, and penalties arising from bodily injury or damage to property that may arise or be claimed against City or the Leased Premises by any person or entity for injuries to the person or property or damage of whatever kind or character arising from any neglect or fault of Tenant in the use or occupancy of the leased premises; provided that City will give to Tenant prompt notice, in writing, of any claims communicated to or made against City. If any suit shall be brought against City relating to any matter described in this Lease, such written notice shall be given to Tenant. Tenant agrees to defend any such suit or claim and to pay whatever judgments may be recovered against City, provided that City shall furnish Tenant, on a prompt basis, all notices of any such suit served upon City. City agrees to cooperate with Tenant in the defense thereof.

17. INSPECTIONS. The City upon reasonable notice to Tenant has the right to inspect the Leased Premises at reasonable times for the purpose of insuring that provisions of this Lease are performed by the Tenant. The right of inspection of the Leased Premises shall not be construed to reserve any right to the City for administrative management of the Leased premises during the term of the Lease. Any inspection must respect the privacy rights of the residents, if any.

18. GOVERNING LAW. It is agreed that this Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Iowa.

19. ENTIRE AGREEMENT. This Agreement shall constitute the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding upon either party except to the extent incorporated in this Agreement.

20. MODIFICATION OF AGREEMENT. Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if placed in writing and signed by each party or an authorized representative of each party.

21. AMERICAN DISABILITIES ACT COMPLIANCE. Tenant shall be responsible for compliance with the American Disabilities Act (42 U.S.C. §12101, and following). The cost of such compliance shall be paid by Tenant.

22. CONSTRUCTION. Words and phrases herein, including acknowledgment, hereof shall be construed as in the singular or plural number, and as masculine, feminine, or neuter gender, according to the context.

CITY OF RIVERSIDE, IOWA

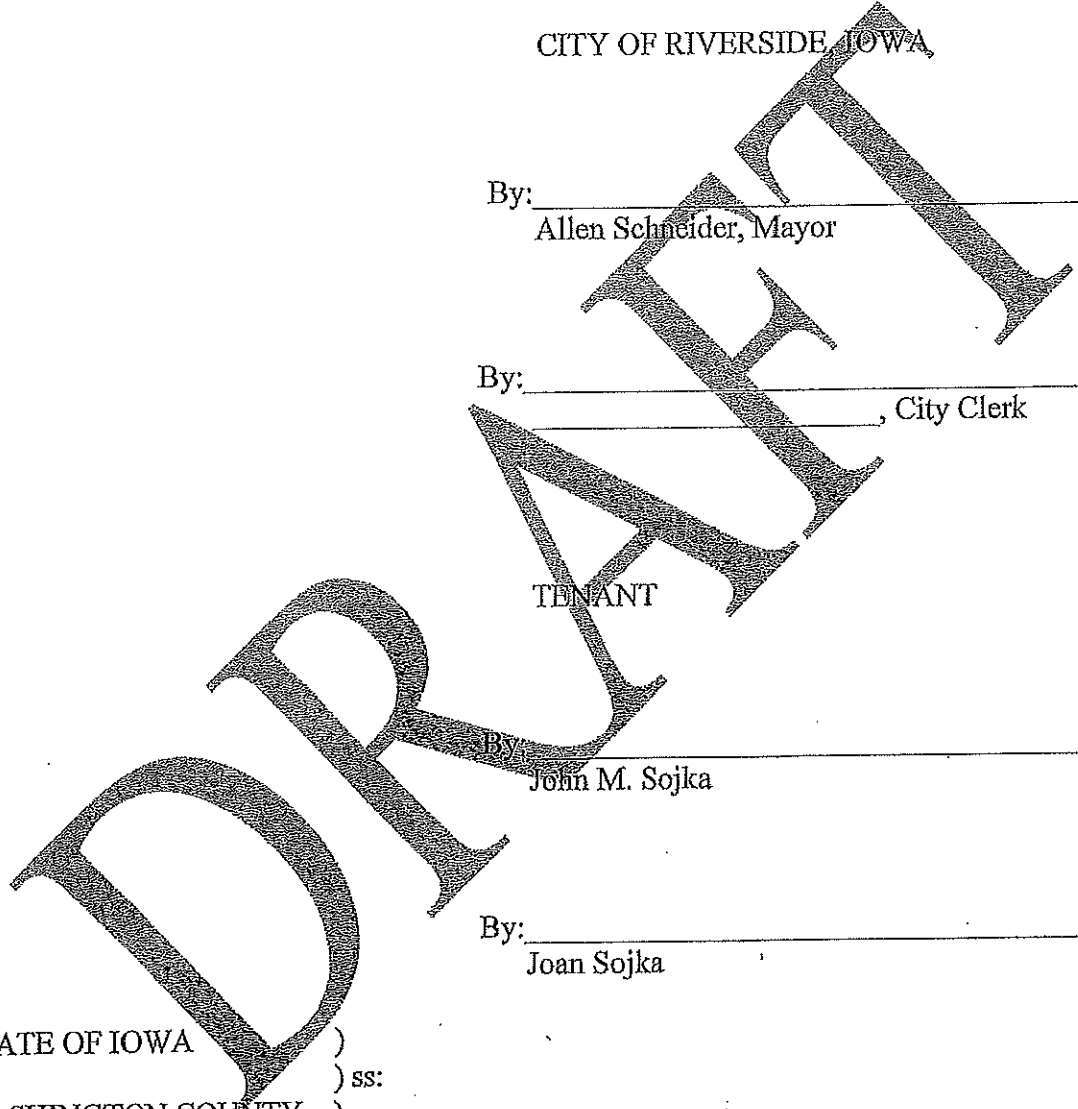
By: _____
Allen Schneider, Mayor

By: _____, City Clerk

TENANT

By: _____
John M. Sojka

By: _____
Joan Sojka



STATE OF IOWA)
) ss:
WASHINGTON COUNTY)

On this ___ day of _____, 2018, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Allen Schneider and _____, to me personally known, who, being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Riverside, Iowa, a municipal corporation; that the seal affixed to the foregoing instrument is the corporate seal of the municipal corporation, and that the instrument was signed and sealed on behalf of the municipal corporation

by the authority of its City Council; and that Allen Schneider and _____ acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation, by it and by them voluntarily executed.

Notary Public in and for the State of Iowa

STATE OF IOWA)
) ss:
WASHINGTON COUNTY)

This instrument was acknowledged before me on _____, 2018, by John M. Sojka and Joan Sojka, husband and wife.

Notary Public in and for the State of Iowa

DRAFT



April 12, 2018

Becky LaRoche
City Clerk/City Hall
Riverside, Iowa

Re: 2018 Urban Renewal Action and Commercial Building Development Agreement

Dear Becky:

The purpose of this letter is to explain our role as legal counsel for the City of Riverside's 2018 urban renewal plan amendment and development agreement. It is our understanding that the representation will entail an amendment to the plan for the Riverside Urban Renewal Area, the drafting and authorization of a development agreement (the "Agreement") with respect to the provision of tax increment financing support to A&S Holdings, LLC, and the contract review for the ICE grant agreement.

As legal counsel, it will be our responsibility to coordinate activity and legal proceedings necessary to enable the City to (i) amend the urban renewal plan; (ii) negotiate and draft the Agreement; and (iii) facilitate proper City Council approval of the Agreement. As part of the representation, we will prepare appropriate resolutions, agreements, notices and ordinances as required by state law and the deal.

In performing our services as legal counsel, our sole client will be the City of Riverside. We will not represent any other party in this matter, and it is mutually understood that the services to be provided by us as described herein are solely for the benefit of the City.

Based upon: (i) our current understanding of the engagement, (ii) the duties we will undertake, (iii) the time we anticipate devoting to the engagement, and (iv) the responsibilities we assume, we estimate that our fees and expenses for serving as legal counsel will not exceed \$8,500.

After this arrangement is approved on behalf of the City, please have this letter executed in the space below and either fax an executed copy of this letter to our office at (515) 283-1060 or scan and email an executed copy to lemke,susan@dorsey.com. If you have questions, please call me.



Page 2

We look forward to working with you. Thank you for the opportunity to serve the City.

Best regards,

A handwritten signature in black ink, appearing to read 'John P. Danes', written over a horizontal line. The signature is somewhat stylized and loops back.

JPD/so

I understand and agree to the arrangements stated above.

CITY OF RIVERSIDE, IOWA

BY: _____
 Mayor

Date: _____

ATTEST: _____
 City Clerk

Date: _____

RESOLUTION #041618-05

**RESOLUTION TO SET THE DATE FOR PUBLIC HEARING ON
DESIGNATION OF THE EXPANDED RIVERSIDE URBAN
RENEWAL AREA, AND ON URBAN RENEWAL PLAN
AMENDMENT**

WHEREAS, the City Council of Riverside, Iowa, will hold a public hearing on May 7th, 2018 during the City Council Meeting beginning at 6:30 pm, to discuss Amending the Riverside Urban Renewal Area Plan.

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

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

ROLL CALL VOTE: Schneider, Sexton, Rodgers, Weber, Redlinger

Ayes:

Nays:

Absent:

Passed and Approved by the City Council of Riverside, Iowa and approved this 16th day of April, 2018.

Signed: _____
Allen Schneider, Mayor

Attest: _____
Becky LaRoche, City Clerk

RESOLUTION #0401618-07

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

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

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

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

Roll Call: Schneider, Redlinger, Snyder, Weber, Rodgers

Ayes:

Nays:

Absents:

Passed and Approved by the City Council of Riverside, Iowa and approved this 16th day of April, 2018.

Signed: _____

Allen Schneider, Mayor

Attest: _____

Becky LaRoche, City Clerk

Becky LaRoche

Summer Camps

From: Green, Amy [CO PD] <amygreen@iastate.edu>
Sent: Wednesday, April 11, 2018 4:13 PM
To: Becky LaRoche
Subject: RE: riverside camps

Becky,

Here are the details below. Let me know if/when the board says the "official YES" and I'll get the news release sent. But it is already printed in all the brochures. . . all the brochures that aren't going to Highland Elementary. ☹ I did talk with Maria a little bit and she suggested too I call Dr. Jorgensen just in case.

Clover University Day Camps come to Riverside sponsored by Riverside City Council

Previous years has been this agreement.

Pay for staff time. (approx. \$264)

Pay for mileage (approx. \$66)

Pay \$10 per kid for each camp (see below)

(and I think then your minutes have agreed up to \$600)

A Long Way Down: Designing Parachutes

2nd-3rd grade

June 7

\$10 for families, \$10 for city

Welcome to the Jungle

PreK

June 15

\$5 for families, \$10 for city

MESSY Science Sensations

Kindergarten-1st grade

June 21

\$10 for families, \$10 for city



Amy Green, 4-H/Youth Coordinator

Iowa State University Extension and Outreach, Washington County

2223 250th St., Washington, IA 52353

319-653-4811

amygreen@iastate.edu

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



RESOLUTION #041618-08

**RESOLUTION TO AWARD THE WATER TREATMENT PLANT
PARKING LOT RE-SURFACING PROJECT**

TO _____

Whereas, the City of Riverside City Council hereby awards the Water Treatment Plant Parking Lot Re-surfacing to _____, of _____ in the amount of \$ _____.

Therefore, be it resolved the City of Riverside City Council does hereby approve the award for contracted services..

Moved by Councilperson _____, seconded by Councilperson _____, to approve the foregoing resolution.

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

Ayes:

Nays:

Absent:

PASSED AND APPROVED by the City Council of Riverside, Iowa and approved this 16th day of April, 2018.

Signed: _____

Allen Schneider, Mayor

Attest: _____

Becky LaRoche, City Clerk

CITY OF RIVERSIDE
WATER TREATMENT PLANT
PARKING LOT RE-SURFACING BIDS
APRIL 13, 2018

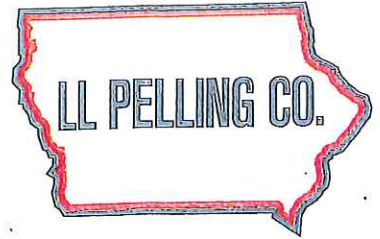
1) LL PELLING CO.	CHIP & SEAL	\$\$	1737.20
2) LL PELLING CO.	ASPHALT		25,641.25
3) MUSSER CONCRETE	PAVING		45,625.00

PROPOSAL

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



Phone: 319-648-3501
 Phone:
 Fax:
 Email:



WWW.LLPELLING.COM

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

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

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

Page 2

TYPE OF WORK (SY)

Street	From	To	L (ft)	W (ft)	Type A	Type B	Total
CITY SHOP	PARKING	(WEST SIDE)	A				\$ -
			B	76	70		591	$ 1,270.65
SEWER PLANT	PARKING	Total	A				\$ -
			B	66	38		279	$ 599.85
	PARKING	1,737.20	A				\$ -
			B	70	68		529	$ 1,137.35
SEWER RD.	OLD#218	north end	A				\$ -
			B	733	19		1,547	$ 3,326.05
ST. MARYS	ELLA	GREEN	A				\$ -
			B	298	12		397	$ 853.55
4TH. ST.	HICKORY	EAST END (NORTH SIDE)	A				\$ -
			B	325	6		217	$ 466.55
	HICKORY	EAST END (SOUTH SIDE)	A				\$ -
			B	325	6		217	$ 466.55
	WASHBURN	GREEN (NORTH SIDE)	A				\$ -
			B	318	6		212	$ 455.80
	WASHBURN	GREEN (SOUTH SIDE)	A				\$ -
			B	318	6		212	$ 455.80

Summary of Work	Unit of Measure	Quantity	Unit Cost	Total
-----------------	-----------------	----------	-----------	-------

Date: 3/22/2018

Authorized Signature Bob Donohoe

Note: This proposal may be withdrawn if not accepted within 45 days.

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

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

Signature _____ Date _____

Signature _____ Date _____

PROPOSAL



City of Riverside
PO Box 188
Riverside, IA 52327-0188

WWW.LLPELLING.COM

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

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

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

April 27, 2017

REF: Asphalt Paving Water Treatment Plant

The L.L. Pelling Co. proposes to excavate rock and seal coat followed by regrading to accommodate for a new 6-inch pavement.

Next, we will furnish, place and compact 6-inchs of new asphalt in two layers.

Item	Description	Quantity	Unit	Unit Price	Amount
1	Grade Excavation-Preparation (745 SY)	1	LS	\$3,850.00	\$3,850.00
2	6-inch Asphalt Pavement	745	SY	\$29.25	\$21,791.25
Bid Total					\$25,641.25

Note:

1. Water valve risers shall be supplied by the city if needed.
2. Excludes underground utility adjustments if required.



Authorized
Signature

Brett Finneyan

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

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

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

Signature _____ Date _____

Signature _____ Date _____

MUSSIER CONCRETE

431 W 1ST STREET
RIVERSIDE, IA 52327-0295

Estimate

Date	Estimate #
4/12/2018	62

Name / Address
CITY OF RIVERSIDE



			Project
Description	Qty	Rate	Total
WASTE WATER TREATMENT PLANT		0.00	0.00
7" PAVING	7,500	5.75	43,125.00
REMOVE EXISTING SLABS, CHIP CONCRETE FROM AROUND BOLLARDS		2,500.00	2,500.00
CASTING AND LID FURNISHED BY CITY		0.00	0.00
Total			\$45,625.00

RESOLUTION #041618-09

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

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

Therefore, be it resolved the City of Riverside City Council does hereby accept the cost estimates of the repairs and maintenance in the amount of _____ for (option#1) and/or (option#2) from L.L. Pelling.

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

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

Ayes:

Nays:

Absents:

Passed and Approved by the City Council of Riverside, Iowa and approved this 16th day of April, 2018.

Signed: _____

Allen Schneider, Mayor

Attest: _____

Becky LaRoche, City Clerk

CITY OF RIVERSIDE
STREET CHIP & SEAL BIDS
APRIL 13, 2018

1) LL PELLING CO.	CHIP & SEAL	\$\$ 21,221.10
	INCLUDES WATER PLANT (1737.20)	

2) LL PELLING CO.	TRAIL	18,749.05
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TOTAL ALL	\$ 39,970.15
-----------	--------------

TOTAL STREETS ONLY	19,483.90
--------------------	-----------

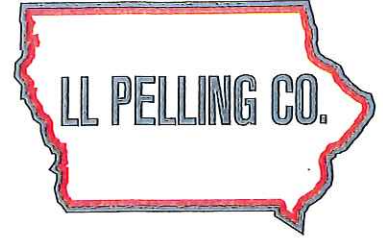
TOTAL STREETS AND TRAIL	38,232.95
-------------------------	-----------

2107 TOTAL STREET REPAIRS \$ 43,429.92

PROPOSAL

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

Option #1



WWW.LLPELLING.COM

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

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

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

Page 1

RE: 2018 Sealcoat Work

Description of Work:

Type B Work

B. Single seal coat consisting of:

Power broom streets

Furnish and apply single seal coat of MC-3000 asphalt

Furnish, spread and roll 3/8" chips.

NOTES:

1. Billing on final units completed.
2. Cold Mix Patching amount is an *estimated* quantity. Invoice will be on actual tons placed.

*Is this project tax exempt? Yes No . If you checked yes, please send the Iowa Construction Sales Tax Form with your signed proposal.

Authorized Signature

Bob Donohoe

Note: This proposal may be withdrawn if not accepted within 45 days.

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

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

Signature _____ Date _____

Signature _____ Date _____

Council Packet
PROPOSAL

4/13/2018

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



Phone: 319-648-3501
Phone:
Fax:
Email:



WWW.LLPELLING.COM

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

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

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

Page 2

Street	From	To	L (ft)	W (ft)	TYPE OF WORK (SY)		Total
					Type A	Type B	
CITY SHOP	PARKING	(WEST SIDE)	A			-	\$ -
			B	76	70		591	$ 1,270.65
SEWER PLANT	PARKING		A			-	\$ -
			B	66	38		279	$ 599.85
	PARKING		A			-	\$ -
			B	70	68		529	$ 1,137.35
SEWER RD.	OLD#218	north end	A			-	\$ -
			B	733	19		1,547	$ 3,326.05
ST. MARYS	ELLA	GREEN	A			-	\$ -
			B	298	12		397	$ 853.55
4TH. ST.	HICKORY	EAST END	A			-	\$ -
		(NORTH SIDE)	B	325	6		217	$ 466.55
	HICKORY	EAST END	A			-	\$ -
		(SOUTH SIDE)	B	325	6		217	$ 466.55
	WASHBURN	GREEN	A			-	\$ -
			(NORTH SIDE)	B	318	6		212	$ 455.80
	WASHBURN	GREEN	A			-	\$ -
			(SOUTH SIDE)	B	318	6	

Summary of Work	Unit of Measure	Quantity	Unit Cost	Total
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Date: 3/22/2018

Authorized Signature

Bob Donohoe

Note: This proposal may be withdrawn if not accepted within 45 days.

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

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

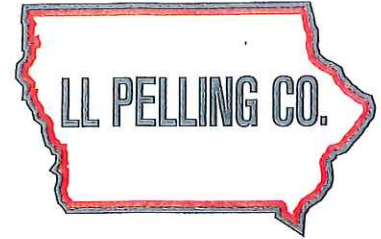
Signature _____ Date _____

Signature _____ Date _____

Council Packet
PROPOSAL

4/13/2018

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



WWW.LLPELLING.COM

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

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

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

Page 3

Street	From	To	L (ft)	W (ft)	TYPE OF WORK (SY)		Total
					Type A	Type B	
GLASGLOW	4TH. ST.	NORTH	A			-	\$ -
			B	70	22		171	$ 367.65
3RD.ST.	WASHBURN	GLASGLOW (NORTH SIDE)	A			-	\$ -
			B	309	6		206	$ 442.90
	WASHBURN	GLASGLOW (SOUTH SIDE)	A			-	\$ -
			B	309	6		206	$ 442.90
	#31E	(NORTH SIDE)	A			-	\$ -
			B	60	12		80	$ 172.00
	DIG		A			-	\$ -
			B	12	15		20	$ 43.00
	ELLA	ROSE (NORTH SIDE)	A			-	\$ -
			B	315	6		210	$ 451.50
	ELLA	ROSE (SOUTH SIDE)	A			-	\$ -
			B	315	6		210	$ 451.50
2ND.ST.	CONCRETE	WEST	A			-	\$ -
			B	50	24		133	$ 285.95
ALLEY	DIG		A			-	\$ -
			B	12	15		20	$ 43.00

Summary of Work	Unit of Measure	Quantity	Unit Cost	Total
-----------------	-----------------	----------	-----------	-------

Date: 3/22/2018

Authorized Signature Bob Donohoe

Note: This proposal may be withdrawn if not accepted within 45 days.

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

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

Signature _____ Date _____

Signature _____ Date _____

Council Packet
PROPOSAL

4/13/2018

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



WWW.LLPELLING.COM

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

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

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

Page 4

Street	From	To	L (ft)	W (ft)	TYPE OF WORK (SY)		Total
					Type A	Type B	
ALLEY(OLD GAS STATION)	DIG		A			-	\$ -
			B	50	18		100	$ 215.00
RAILROAD	WASHINGTON	EAST	A			-	\$ -
			B	280	22		684	$ 1,470.60
RIVER ST.	PIONEER	WEST (NORTH SIDE)	A			-	\$ -
			B	180	6		120	$ 258.00
	PIONEER	WEST	A			-	\$ -
			B	30	22		73	$ 156.95
	PARKING	(WEST END)	A			-	\$ -
			B	115	24		307	$ 660.05
RIVER ST.	EAST END	WEST	A			-	\$ -
			B	530	24		1,413	$ 3,037.95
			A			-	\$ -
			B				-
			A			-	\$ -
			B				-
			A			-	\$ -
			B				-

Summary of Work	Unit of Measure	Quantity	Unit Cost	Total
Type B Work	Square Yd	8,154	\$ 2.15	\$ 17,531.10
Cold Mix Patching	per ton	18.00	\$ 205.00	\$ 3,690.00
				\$ 21,221.10

NOTES: Billing on final units completed.

Date: 3/22/2018

Authorized Signature Bob Donohoe

Note: This proposal may be withdrawn if not accepted within 45 days.

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

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

Signature _____ Date _____

Signature _____ Date _____

Council Packet
PROPOSAL

4/13/2018

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

Option 2



WWW.LLPELLING.COM

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

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

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

Page 1

RE: 2018 Sealcoat Work

Description of Work:

Type B Work

B. Single seal coat consisting of:

Power broom streets

Furnish and apply single seal coat of MC-3000 asphalt

Furnish, spread and roll 3/8" chips.

NOTES:

1. Billing on final units completed.

2. Cold Mix Patching amount is an *estimated* quantity. Invoice will be on actual tons placed.

*Is this project tax exempt? Yes No . If you checked yes, please send the Iowa Construction Sales Tax Form with your signed proposal.

Authorized
Signature

Bob Donohoe

Note: This proposal may be withdrawn if not accepted within 45 days.

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

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

Signature _____ Date _____

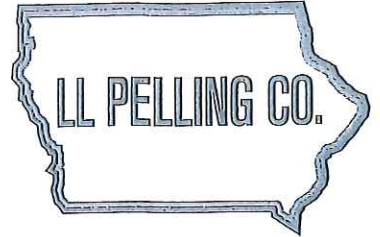
Signature _____ Date _____

Council Packet
PROPOSAL

4/13/2018

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

OPTION 2
Phone: 319-648-3501



WWW.LLPELLING.COM

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

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

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

Page 2

Street	From	To	L (ft)	W (ft)	TYPE OF WORK (SY)		Total
					Type A	Type B	
WALK TRAIL	WEST END	EAST END	A	5825	12	-	\$ -
			B			7,767	\$ 16,699.05
			A			-	\$ -
			B			-	\$ -
			A			-	\$ -
			B			-	\$ -
			A			-	\$ -
			B			-	\$ -
			A			-	\$ -
			B			-	\$ -
			A			-	\$ -
			B			-	\$ -
			A			-	\$ -
			B			-	\$ -
			A			-	\$ -
			B			-	\$ -

Summary of Work	Unit of Measure	Quantity	Unit Cost	Total
Type B Work	Square Yd	7,767	\$ 2.15	\$ 16,699.05
Cold Mix Patching	per ton	10.00	\$ 205.00	\$ 2,050.00
				<u>\$ 18,749.05</u>

NOTES: Billing on final units completed.

Date: 3/22/2018

Authorized Signature Bob Donohoe

Note: This proposal may be withdrawn if not accepted within 45 days.

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

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

Signature _____ Date _____

Signature _____ Date _____



Remit to:
 L L Pelling Co.
 P.O. Box 230
 North Liberty IA 52317
 www.llpelling.com

INVOICE

Contract : 1856.17 Riverside, City of

Invoice # :	18675
Date :	5/9/2017
Customer # :	100196
Cust Job :	1856.17.1Riverside
Cust PO :	
Total Due:	43,429.92

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

PAID
 JUN 06 2017
 #24398

2017 Repairs

110-5-210-6417

▲ PLEASE RETURN TOP PORTION OF INVOICE WITH PAYMENT ▲

Contract Item	Quantity	Unit Price	U/M	Amount
10 Ash St-Cherry to North Type A	1,100.00	3.15	SY	3,465.00
11 Ash St-Cherry to North Type B	1,100.00	2.05	SY	2,255.00
12 Oak St-Kneisel to East Type B	200.00	2.05	SY	410.00
13 N Boise-HWY #22 to Boise Ct Type B	2,879.00	2.05	SY	5,901.95
14 Pioneer-#22 to South (east rad) Type B	178.00	2.05	SY	364.90
15 Water Plant-Concrete to East Type B	509.00	2.05	SY	1,043.45
16 Water Plant-Hwy #22 to West Type B	1,400.00	2.05	SY	2,870.00
17 4th St-Greene to East Type B	111.00	2.05	SY	227.55
18 4th St-Rose to West (north side) Type B	173.00	2.05	SY	354.65
19 4th St-Rose to West (south side) Type B	173.00	2.05	SY	354.65
20 3rd St-East End to West Type B	209.00	2.05	SY	428.45
21 2nd St-Glasglow to East (south side) Type B	144.00	2.05	SY	295.20
22 2nd St-Concrete Parking to West (south side) Type B	107.00	2.05	SY	219.35
23 River Rd-Hickory to East Type B	933.00	2.05	SY	1,912.65
24 River Rd-Ella to East (south side) Type B	856.00	2.05	SY	1,754.80
25 River Rd-Railroad to South Type B	933.00	2.05	SY	1,912.65
26 Boise-Hwy # 22 to South End Type B	1,173.00	2.05	SY	2,404.65
27 Maple St-Hwy #22 to Boise Type B	650.00	2.05	SY	1,332.50
28 Kneisel-Manhole to South Type B	440.00	2.05	SY	902.00
29 Kneisel-Hill Top to West Side Type B	20.00	2.05	SY	41.00
30 Kneisel-Fire Plug to East Side Type B	67.00	2.05	SY	137.35
31 Boise Ct-West End to North Side Type B	178.00	2.05	SY	364.90
32 Boise Ct-Hill Top to West Type B	780.00	2.05	SY	1,599.00
33 Boise Ct-Boise St to West Type B	460.00	2.05	SY	943.00
34 Glasglow-Railroad to HWY #22 Type B	477.00	2.05	SY	977.85
35 Cold Mix Patching	41.75	205.00	TON	8,558.75
36 3/4" Road Stone Base Material	104.29	23.00	TON	2,398.67

RECEIVED
 MAY 15 2017

Contract terms prevail if contract and terms are present. Otherwise, payment is due on receipt of invoice. 1 3/4% Service Fee will be charged on all past due accounts (21% per annum). Any expenses incurred to collect past due accounts, including attorney fees, will be reimbursed by owner.

Total Due This Invoice **43,429.92**

Becky LaRoche

From: Kathy Rupp <Kathy.Rupp@auditor.state.ia.us>
Sent: Friday, April 06, 2018 9:52 AM
To: Becky LaRoche
Subject: FY2018 exam

I know this seems really early given we are still working on the annual exam for FY2017 (which is has moved from my desk to the next review stage - I would estimate it will be out in April), but we are working on our schedule for FY2018 audits and examinations.

Do you know if the City would like our office to conduct your annual exam for FY2018?

If you could give me an idea sometime next week, that would be great.

Thank you

Kathy Rupp
Office of Auditor of State

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The Auditor of State website is <http://auditor.iowa.gov/>.



Virus-free. www.avg.com



Date: April 6, 2018

To: Riverside Council

From: Bill Stukey, Operator

O & M Report: March 2018

Water Operation & Maintenance

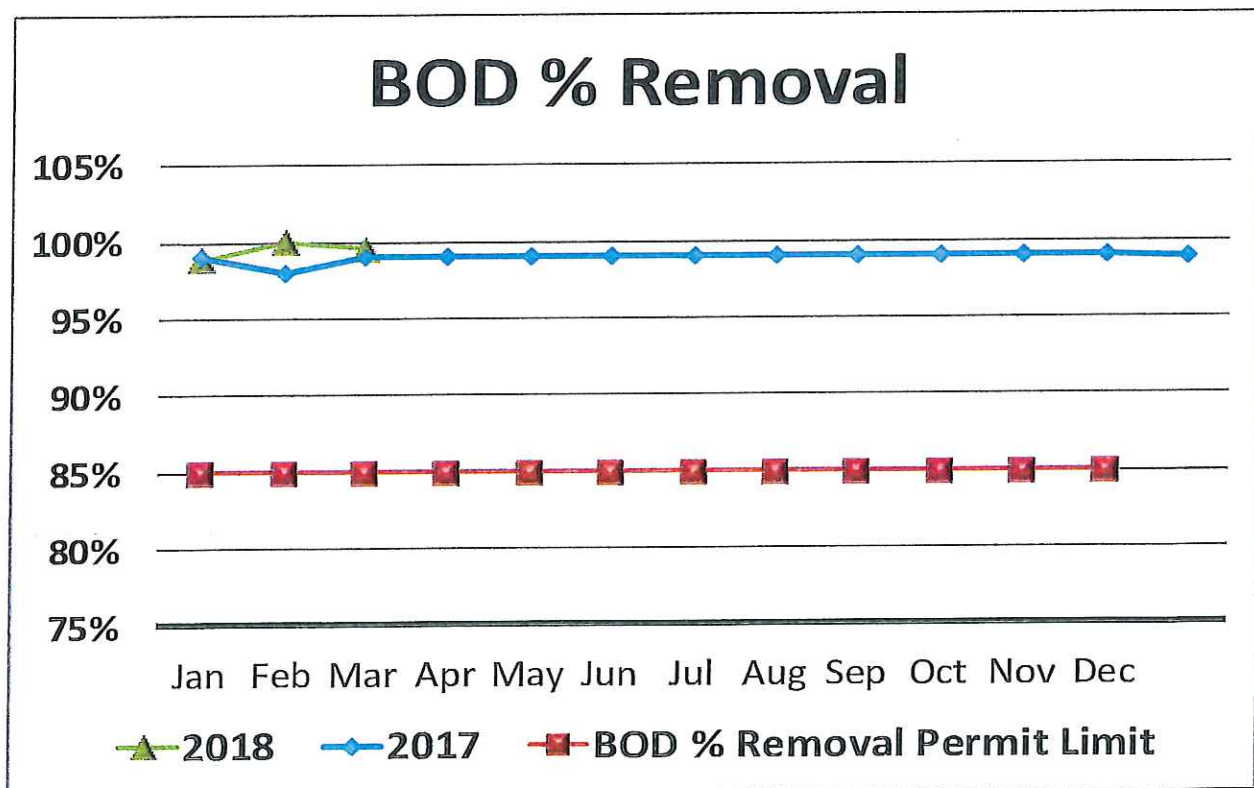
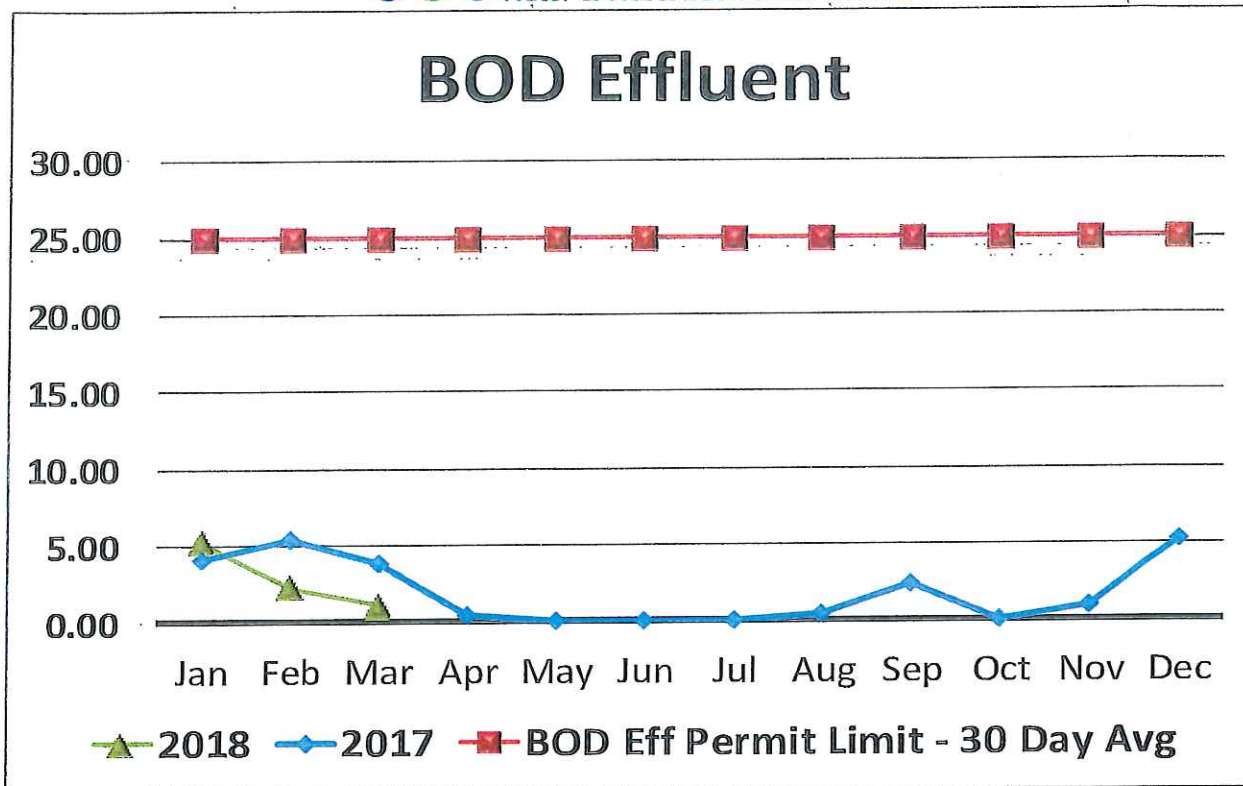
- Eric and I inspected and cleaned the screen on the aerator for the clear well. Unit is in good condition.
- Eric and I replaced the meter head at 279 Washburn St as it was not functioning. I spoke with Mike at Ferguson Water Works and this will be warrantied.
- Eric and I located from East St to Boise St and along St Mary's St for a design locate requested by MMS. We were able to locate the water mains and most of the curb stops along the route.
- The owner at 110 E River St called about a water leak in his crawl space next to the foundation of his home. He requested that we look at it and advise him as to how to fix it. Eric and I found the leak in the crawl space was coming from his 3/4" copper service line as it enters through the foundation. I advised him to call a plumber to come look at it and figure the best way to fix it. I informed him that this was part of his private service line. The leak was fixed a couple days later.
- I was called for a water main break around 11:30 on Sunday March 18th on Sycamore St. I called Boise Excavation and left a message but did not hear back from him until 6 PM that evening. I spoke with the crew at Stumpf Construction and they were willing to dig for us but would not be available until Monday morning. I called the mayor and told him about the leak and that it would not be able to be fixed until the next day. The leak was coming from a 3/4" plastic service line that fed water to 317 Sycamore St. The leak was fixed and pressure was maintained to all the homeowners during the repair.
- Eric hauled a load of scrap steel to Muscatine Metals in Iowa City and received a check for \$171.62. The check and receipt were turned into city hall.

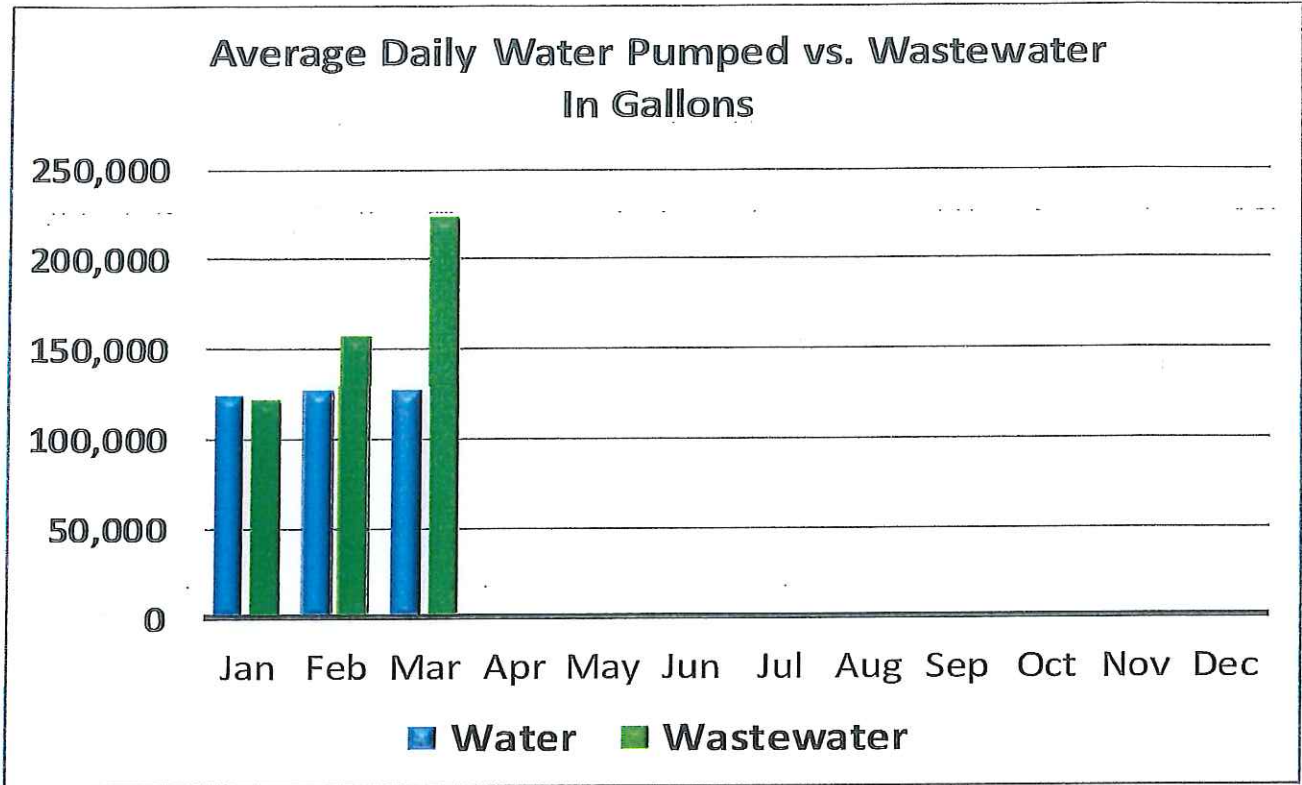


- There were 31 locates for March 2018, all were completed.

Wastewater Operation & Maintenance

- Eric and I inspected all the cable hoists at all the wastewater facilities. We found two at the wastewater plant needed new cable and new hooks. We replaced the cables and hooks and placed back into service.
- Eric and I pulled all 4 SBR pumps, the digester aspirator pump, and the sludge pump for inspection. All pumps and impellers are in good to like new condition. SBR pumps 1B and 2A were about a pint low on oil. We refilled with fresh food grade oil and placed all pumps back in service.
- Eric and I scraped all the bad spots on the walls at the wastewater plant office and hall where the paint was peeling and cracking off. I purchased two gallons of paint from Sherwin Williams and followed their recommendations for recoating the walls with fresh paint.





Contract True-Ups - Current Contract Year				
Item	Budgeted Amount	Amount Spent	% of Budget	% of Time
Chemical Budget	\$24,576.00	\$11,901.86	48%	75%
Maintenance Budget	\$20,480.00	\$7,830.31	38%	75%
Total	\$45,056.00	\$19,732.17	44%	75%



		March-18	February-18	March-17
Water				
Units				
Total Monthly Pumped	gallons	3,937,000	3,572,000	4,813,000
Average Daily Pumped	gallons	127,000	127,570	155,260
Maximum Daily Pumped	gallons	236,000	212,000	501,000
Minimum Daily Pumped	gallons	93,000	79,000	0
Chlorine				
Chlorine - Total Avg Residual Plant	mg/L	1.04	1.39	2.10
Chlorine - Total Avg Residual System	mg/L	0.86	1.04	1.44
Chlorine - Recommended Residual System	mg/L	0.30	0.30	0.30
Chlorine used	lbs	113.00	101.00	119.00
Iron				
Iron - Avg Raw	mg/L	2.33	2.02	1.54
Polyphosphate				
Polyphosphate - Avg Residual	mg/L	0.91	0.98	1.42
Polyphosphate - Recommended Residual	mg/L	0.5 - 2.0	0.5 - 2.0	0.5 - 2.0
Polyphosphate used	lbs	14.00	15.00	12.00
Water Loss				
Water Billed	gallons	3,064,771	0	0
Water used in main breaks/hydrant flushing	gallons	150,000	0	0
Water used at city buildings	gallons	5,000	0	0
Loss	gallons	18%	0%	100%
Wastewater				
BOD				
BOD Influent Avg	mg/L	261	411	270
BOD Effluent Avg	mg/L	1	2.3	4
BOD Eff Permit Limit - 30 Day Avg	mg/L	25	25	25
BOD % Removal	%	99.60%	99.95%	99.00%
BOD % Removal Permit Limit	%	85%	85%	85%
TSS				
TSS Influent Avg	mg/L	181	295	232
TSS Effluent Avg	mg/L	4	2	2
TSS Effluent Permit Limit - 30 Day Avg	mg/L	30	30	30
TSS % Removal	%	98.00%	99.25%	99.14%
TSS % Removal Permit Limit	%	85%	85%	85%
Nitrogen Ammonia				
NA Effluent Avg	mg/L	2	3	0
NA Effluent Permit Limit - 30 Day Avg	mg/L	10	17	10
Influent Flow				
Total Monthly	gallons	6,918,800	4,366,500	5,005,800
Average Daily	gallons	223,187	155,946	161,477
Maximum Daily	gallons	453,200	434,300	458,200
Minimum Daily	gallons	132,800	91,600	102,600
Permit Limit - 30 Day Avg	gallons	444,000	444,000	444,000
Permit Limit - Daily Maximum	gallons	1,425,000	1,425,000	1,425,000



RIVERSIDE - MARCH '18

Water Plant Maintenance

<u>Date</u>	<u>Vendor List</u>	<u>Description</u>	<u>Total</u>
3/7/18	Precision Electric	Repair Controls WTP	\$180.43
3/24/18	First National Bank, VISA	Light Bulbs, ballast, washers	\$167.99
		Total	\$348.42

Water System Maintenance

<u>Date</u>	<u>Vendor List</u>	<u>Description</u>	<u>Total</u>
		Total	\$0.00

Wastewater Plant Maintenance

<u>Date</u>	<u>Vendor List</u>	<u>Description</u>	<u>Total</u>
		Total	\$0.00

Wastewater System Maintenance

<u>Date</u>	<u>Vendor List</u>	<u>Description</u>	<u>Total</u>
		Total	\$0.00

Water Plant Maintenance	\$348.42
Water System Maintenance	\$0.00
WW Plant Maintenance	\$0.00
WW System Maintenance	\$0.00
Month Total	<hr/> \$348.42

Annual Maintenance Budget \$20,480.00

Total Maintenance Dollars Spent Year to Date \$7,830.31

Percent Maintenance Budget Spent Year to Date 38%



RIVERSIDE - MARCH '18

Water System Chemicals

<u>Date</u>	<u>Vendor List</u>	<u>Description</u>	<u>Total</u>
3/19/18	Hawkins	Sodium Hypochlorite	\$258.75
3/19/18	Hawkins	Fluoride	\$63.00
3/19/18	Hawkins	Polyphosphate	\$172.71
		Total	\$494.46

Wastewater System Chemicals

<u>Date</u>	<u>Vendor List</u>	<u>Description</u>	<u>Total</u>
		Total	\$0.00

Water System Chemicals	\$494.46
W/W System Chemicals	\$0.00
Month Total	\$494.46

Annual Chemical Budget \$24,576.00

Total Chemical Dollars Spent Year to Date \$11,901.86

Percent Chemical Budget Spent Year to Date 48%

Maintenance Month Total	\$348.42
Chemical Month Total	\$494.46
Month Total	\$842.88

Annual Budget \$45,056.00

Total Spent Year to Date \$19,732.17

Percent Budget Spent Year to Date 44%



Completed Work Order List Report

Completed	Equipment Name	Task	WO#
3/1/2018	5310-UV	MONTHLY PREVENTATIVE MAINTENANCE	15022
3/1/2018	6310-HTR	PREVENTATIVE MAINTENANCE	15006
3/2/2018	5310-BLW-1	BIANNUAL PM	15032
3/2/2018	5310-BLW-1	MONTHLY PREVENTATIVE MAINTENANCE	15031
3/2/2018	5310-BLW-2	BIANNUAL PM	15032
3/2/2018	5310-BLW-2	MONTHLY PREVENTATIVE MAINTENANCE	15031
3/2/2018	5310-BLW-3	BIANNUAL PM	15032
3/2/2018	5310-BLW-3	MONTHLY PREVENTATIVE MAINTENANCE	15031
3/2/2018	5310-FE	MONTHLY PREVENTATIVE MAINTENANCE	15030
3/2/2018	5310-GEN	ANNUAL PM	15029
3/2/2018	6310-AER	BIANNUAL PM	15013
3/2/2018	6310-DEH	MONTHLY PREVENTATIVE MAINTENANCE	15012
3/2/2018	6310-FE	MONTHLY PREVENTATIVE MAINTENANCE	15011
3/2/2018	6310-FIL-BAG-1	MONTHLY PREVENTATIVE MAINTENANCE	15010
3/2/2018	6310-FIL-BAG-2	MONTHLY PREVENTATIVE MAINTENANCE	15010
3/2/2018	6310-FIL-CART-1	MONTHLY PREVENTATIVE MAINTENANCE	15009
3/2/2018	6310-FIL-CART-2	MONTHLY PREVENTATIVE MAINTENANCE	15009
3/2/2018	6310-FIL-CART-3	MONTHLY PREVENTATIVE MAINTENANCE	15009
3/2/2018	6310-GEN	ANNUAL PM	15008
3/2/2018	6310-GEN	MONTHLY PREVENTATIVE MAINTENANCE	15007
3/2/2018	6310-PUM-HS-1	MONTHLY PREVENTATIVE MAINTENANCE	15005
3/2/2018	6310-PUM-HS-2	MONTHLY PREVENTATIVE MAINTENANCE	15005
3/2/2018	6310-PUM-HS-3	MONTHLY PREVENTATIVE MAINTENANCE	15005
3/2/2018	6310-PUM-HS-4	MONTHLY PREVENTATIVE MAINTENANCE	15005
3/5/2018	5310-GEN	MONTHLY PREVENTATIVE MAINTENANCE	15028
3/5/2018	5310-SAMP-EFF	MONTHLY PREVENTATIVE MAINTENANCE	15025
3/5/2018	5310-SAMP-INF	MONTHLY PREVENTATIVE MAINTENANCE	15024
3/5/2018	5310-SCREEN	MONTHLY PREVENTATIVE MAINTENANCE	15023
3/8/2018	5310-LS-1	MONTHLY-PM	15026
3/8/2018	5310-LS-2	MONTHLY-PM	15026
3/8/2018	5310-LS-3	MONTHLY-PM	15026
3/8/2018	5310-LS-4	MONTHLY-PM	15026
3/8/2018	5310-LS-5	MONTHLY-PM	15026
3/8/2018	5310-LS-MAIN	MONTHLY-PM	15027
3/29/2018	6310-HIGH SERVICE PUMPS 1,2,3,4	MONTHLY PREVENTATIVE MAINTENANCE	15239

Action Sewer & Septic Service, Inc.
 3619 Taft Ave SE
 Iowa City, IA 52240

Invoice

Date: 4/4/2018
 Invoice #: 91103

Phone: 319 354-2784 Email: dawson.action@gmail.com

Bill To

CITY OF RIVERSIDE
P.O. BOX 188
RIVERSIDE, IA 52327

APR 09 2018

Customer Phone (319) 648-3501

Job Site	P.O. NO.	JOB NO.	Technician
90 E 2ND ST RIVERSIDE			JJB

Quantity	Description	Rate	Amount
	LARGE CABLE MACHINE TO CLEAN MAIN LINE 70 FEET FROM OUTSIDE CLEANOUT	120.00	120.00
	TELEVISED LINE - FOUND GRAVEL IN DRAIN LINE	195.00	195.00
	TRAVEL TIME TO & FROM JOB	90.00	90.00
	WATER JETTED 4" LINE TO GET GRAVEL OUT OF LINE.	195.00	195.00
	JETTED CITY'S LINE FROM MANHOLE @ INTERSECTION OF GREENE ST & 2ND. JETTED WEST UP LINE TO PULL GRAVEL TO MANHOLE		
	JETTER TRAVEL TIME TO & FROM JOB SITE	92.50	92.50
	USED PUMPER TRUCK TO REMOVE GRAVEL FROM MANHOLE TROUGH	195.00	195.00
	PUMPER TRUCK TRAVEL TIME TO & FROM JOB SITE	93.00	93.00
	Terms	Due on receipt	
		Total	\$980.50

301-5-750-8781

Council Packet

4/13/2018

ACTION SEWER & SEPTIC SERVICE,
 INC
 3619 TAFT AVE S E
 IOWA CITY, IA 52240

Estimate

Date	Estimate #
4/4/2018	1085

Name / Address
CITY OF RIVERSIDE P.O. BOX 188 RIVERSIDE, IA 52327

Job Site	P.O. NO.	JOB NO.	
GREEN & 2ND ST RIVERSIDE			
Description	Qty	Rate	Total
WATER JETTING FROM MANHOLE @ INTERSECTION OF GREENE & 2ND ST TO PULL REMAINING ROCK FROM LINES TO MANHOLE - ESTIMATED TIME 1 HR		195.00	195.00
JETTER TRAVEL TIME TO & FROM JOB SITE		92.50	92.50
USING PUMPER TRUCK TO REMOVE GRAVEL FROM MANHOLE		195.00	195.00
PUMPER TRUCK TRAVEL TIME TO & FROM JOB SITE		93.00	93.00
DUMP FEE .15 SMALL PITS SAND/GRAVEL	500	0.15	75.00
		Subtotal	\$650.50
		Sales Tax (0.0%)	\$0.00
		Total	\$650.50

Phone #	E-mail
319-354-2784	dawson.action@gmail.com