

**CITY OF RIVERSIDE COUNCIL MEETING AGENDA**  
**RIVERSIDE CITY HALL COUNCIL CHAMBERS**  
**60 N GREENE STREET**  
REGULAR MEETING  
Monday, January 6, 2020 – 6:30 P.M.

**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 12-16-2019
  - b. Expenditures for 1-6-2020
4. Committee minutes;12-17-19 P&Z
5. **Public forum:** 3 minutes per person. See guidelines for public comments at the Clerk's table.
6. Administrators Report
7. Presentation from David Collins-WEDG
8. Resolution #010620-01 Approve proposal to list city commercial property for sale **pg. 6**
9. Northern Heights
  - a. Resolution #010620-02 Invoice #106 **pg. 12**
10. Public Hearing to rezone Parcel #04-083-550-15 from P-1 to R-1
11. First Reading Ordinance #010620-03 to rezone Parcel #04-083-550-15 from P-1 to R-1**pg.20**
12. Review of schedule for 4<sup>th</sup> Street Project
13. Ash/Tupelo Project
  - a. Resolution #010620-04 Pay Estimate #6 **pg. 23**
14. Highway 22 Project
  - a. Resolution #010620-05 Change Order #25 **pg.27**
  - b. Resolution #010620-06 Closeout Agreement **pg. 30**
  - c. Resolution #010620-07 Pay Request #12 **pg. 33**
15. Update on dog issue
16. Resolution #010620-08 Appoint Library **pg. 39**
17. Resolution #010620-09 Appoint Mayor Pro-Tem **pg. 41**

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18. Resolution #010620-10 Council appointments for 2020 **pg. 42**
19. Closed session per Iowa Code 21.5 (1)(j) to discuss real estate
20. Possible action to proceed on real estate discussion
21. Closed session per Iowa Code 21.5 (1)(i) for employee review
22. Resolution #010620-11 Approve Salary increase for the City Administrator **pg. 44**
23. City Council Comments
24. Mayor Comments
25. Motion to adjourn

## COUNCIL PACKET

RIVERSIDE CITY COUNCIL MEETING: December 16<sup>th</sup> 2019

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

Motion by Sexton to approve agenda, moving MMS items to the end of meeting. Second by McGuire, passed 4-0.

Schneider moved to approve the minutes of December 2<sup>nd</sup> with correction of Tina "Thomann" instead of "Butler" for recognition of 30 years' service to the Riverside Fire Dept. , expenditures, and liquor permit for Murphy's. Second by Rodgers, passed 4-0.

Council received the November Fire Department report.

Bill Stuke, PeopleService, Inc. presented November water and waste water report. Schneider moved to approve estimate of \$6344.00 from Rhino Industries for R.O. cleaning. Second by McGuire, passed 4-0.

Schneider moved to pass Resolution 121619-01 appointing Meardon, Sueppel, & Downer P.L.C. as the City Attorney Firm for year ending December 31, 2020. Second by Sexton, passed 4-0.

Rodgers moved to pass Resolution 121619-02 appointing "The News" as official newspaper for City of Riverside publications for year ending December 31, 2020. Second by McGuire, passed 4-0.

Schneider moved to pass Resolution 121619-03 approving People's Trust & Savings, Hills Bank & Trust, and IPAIT Investment Trust as City Depositories for year ending December 31, 2020. Second by McGuire, passed 4-0.

Rodgers moved to pass Resolution 121619-04 approving Lincoln National Life Insurance policy for fulltime employees, with no rate increase in year 2020, for a total premium of \$288.55 per month. Second by McGuire, passed 4-0.

McGuire moved to pass Resolution 121619-05 approving Delta Dental Insurance for fulltime employees, with no rate increase in year 2020. Single premium is \$37.02, and family is \$75.51 per month. Second by Rodgers, passed 4-0.

Administrator Yancey presented two quotes for computer upgrades at City Hall, water plant, and fire station. McGuire moved to contract with Iowa Solutions for computer upgrades for \$7655.60. Second by Schneider, passed 4-0.

Council discussed adding streets to the "no parking" ordinance. McGuire moved to notify residents of intent to discuss parking issues at next council meeting. Second by Rodgers, passed 4-0.

Administrator will invite WEDG to next meeting to discuss City participation of sponsorship.

FY21 Budget works sessions are set for January 13<sup>th</sup>, and 27<sup>th</sup>, 2020 at 6:00 PM in Council Chambers.

Scott Pottorff, MMS Consultants gave Capital Project updates. "Safe Walk to School" sidewalk project will have bid letting February 18, 2020. Project should take 20 working days and be completed by August 1<sup>st</sup>, 2020.

## COUNCIL PACKET

Council discussed changes and updates to the City Engineering policy. Work Session for 4<sup>th</sup> Street and Hwy 22 review will be January 8<sup>th</sup>, 2020 at 6 PM.

Yancey discussed report on Schnoebelen Street dog issue. Council directed Administrator to send report to dog owner, and request a written action plan response by December 31, 2019.

Council was updated on Conservation Park improvements. Highland Lego League can work with City Administrator to apply for City Hotel/Motel grant funds.

Administrator Report and Council comments were given.

Bob Schneider, retiring Councilman, thanked the Riverside citizens, City Council members, and Mayor for working together for the betterment of Riverside. Mayor Schneider presented a plaque of appreciation for 8 years of dedicated service to the City of Riverside.

Oath of Office was administered to Allen Schneider, Mayor and Lois Schneider, City Council.

Schneider moved to adjourn at 9:16 p.m. Second by Sexton, passed 4-0.

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

Council Meeting- Monday, January 6<sup>th</sup>, 2020 at 6:30 p.m.

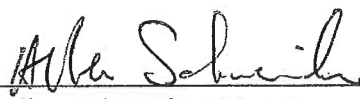
Work Session- Wednesday, January 8<sup>th</sup>, 2020 at 6:00 p.m.

Budget Work Session – Monday, January 13<sup>th</sup>, 2020 at 6:00 p.m.

Budget Work Session – Monday, January 27<sup>th</sup>, 2020 at 6:00 p.m.

ATTEST:

  
\_\_\_\_\_  
Becky LaRoche; City Clerk

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

Planning & Zoning Commission Meeting  
Riverside City Hall

Tuesday, December, 17, 2019

1. The meeting was called to order at 6:00 p.m. in City Hall by Chair Robinson.
2. Roll call: Nate Robinson, Kevin Kiene, Ralph Schnoebelen, Mike O'Leary. John Sojka arrived at 6:02; Kris Westfall arrived at 6:05.  
Others present: Mayor Schneider, City Administrator Yancey, Parks Lenz
3. Motion made by Kiene, seconded by Schnoebelen to approve agenda. All yes. Motion carried.
4. Motion made by Kiene, seconded by Schnoebelen to approve November 26, 2019 minutes. All yes. Motion carried.
5. Chair Robinson led the discussion on proposed changes to city parks.
  - Hall Park-rip rap around boat ramp and storm water discharge area, primitive camping, remove equipment and tires, work on barn preservation, open air shelter versus enclosed shelter. DNR permit for rip rap around boat ramp expires 4/2020.
  - Conservation Park-better lighting, possible RV camping
  - Railroad Park-tubing wet area (check to see if it is a wetland area), ADA equipment. Possible joint effort with Highland School working with MMS on overall design. Possible joint P&Z/Council meeting
  - Dog Park-signage
  - Detention basin-Galileo-prairie grasses. Talk to Highland FFA, Washington Co Conservation
  - Detention basin-Northern Heights-will need to see before deciding
  - Birthplace site-better signage
6. Sojka left at 6:30 p.m.
7. Motion made by Schnoebelen, second by O'Leary to adjourn. All yes. Meeting adjourned at 6:37 p.m.

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Nate Robinson, Chair

EXPENDITURES January 2, 2020				
	COUNCIL MEETING	BILLS		
1	ALLIANT ENERGY	PARKS	001-5-430-6371	\$ 414.49
2	ALLIANT ENERGY	SEWER	610-5-815-6371	\$ 1,032.48
3	ALLIANT ENERGY	CITY HALL	001-5-650-6371	\$ 260.45
4	ALLIANT ENERGY	WATER	600-5-810-6371	\$ 388.63
5	ALLIANT ENERGY	STREET LIGHTS	001-5-230-6371	\$ 1,595.51
6	ALLIANT ENERGY	FIRE STATION	001-5-150-6330	\$ 665.70
7	ALTORFER INC.	WWTP - GENERATOR	610-5-815-6330	\$ 857.00
8	APPARATUS TESTING	RVFD PUMP TEST	002-5-150-6356	\$ 1,289.00
9	BECKY LaROCHE	JAN CELL	001-5-650-6373	\$ 50.00
10	BEST FRIENDS DOG ACADEMY	DOG EVALUATION	001-5-650-6499	\$ 200.00
11	BRYAN LENZ	JAN CELL	001-5-430-6373	\$ 50.00
12	COLBERT TRUCKING	SALT SAND HAUL	110-5-210-6335	\$ 83.95
13	CORE & MAIN	SERVICE LIDS HWY 22	610-5-815-6374	\$ 610.00
14	HARRY'S CUSTOM TROPHIES	PLAQUE/NAME PLATE	001-5-650-6506	\$ 55.78
15	I-TECH	DEC SERVICE	001-5-650-6497	\$ 225.00
16	JAY STUELKE	JAN CELL	001-5-210-6373	\$ 50.00
17	JAY STUELKE	BOOTS	001-5-210-6181	\$ 125.00
18	JOHNSON COUNTY	50 YARD WASTW BAGS	670-5-840-6372	\$ 77.50
19	KUENSTER HEATING	CITY HALL FURNACE	001-5-650-6310	\$ 182.28
20	KUENSTER HEATING	40 E 2ND STREET	001-5-470-6310	\$ 150.00
21	KUENSTER HEATING	WATER PLANT	600-5-810-6504	\$ 80.25
22	KUENSTER HEATING	SHOP	001-5-540-6506	\$ 80.25
23	MEARDON, SUEPPEL, DOWNER	LEAGL	001-5-640-6411	\$ 650.00
24	MENARDS	SHOP	001-5-430-6325	\$ 85.29
25	MENARDS	RVFD	002-5-150-6356	\$ 27.84
26	MENARDS	STREETS	110-5-210-6415	\$ 115.97
27	MID AMERICAN ENERGY	SHOP	001-5-210-6371	\$ 153.90
28	MID AMERICAN ENERGY	RVFD	002-5-150-6371	\$ 206.48
29	MID AMERICAN ENERGY	CITY HALL	001-5-650-6371	\$ 73.10
30	OMNI SITE	YEAR MONITOR X7	610-5-815-6507	\$ 1,932.00
31	PEOPLE SERVICES	JAN SERVICE	610-5-815-6500	\$ 11,214.00
32	PEOPLE SERVICES	DEC SERVICE	600-5-800-6500	\$ 11,214.00
33	RHINO	RO CLEANING	600-5-810-6507	\$ 6,344.00
34	RIVER PRODUCTS	SALT SAND	110-5-210-6335	\$ 111.13
35	RON'S AUTO BODY	2 - 78 DT BATTERIES- DUMO TRUCK	110-5-210-6331	\$ 337.90
36	SCHNEIDER, ALLEN	MILEAGE	001-5-650-6240	\$ 171.68
37	STANDARD PEST	JAN SERVICE	001-5-650-6310	\$ 65.00
38	STOREY KENWORTHY	W2 FORMS	001-5-650-6506	\$ 39.69
39	THE NEWS	PUBLICATIONS	001-5-650-6402	\$ 177.63
40		TOTAL BILLS		\$ 41,442.88
41	DECEMBER EOM PAYABLES			
42	BROWN SUPPLY	WATER EXPENSE	600-5-810-6374	\$ 1,322.00
43	DELTA DENTAL	JAN BILLING	001-5-430-6150	\$ 149.54
44	JOHNSON COUNTY REFUSE	DEC BILLING	670-5-840-6499	\$ 1,874.25
45	LINCOLN NAT'L LIFE INS	JAN BILLING	001-5-620-6150	\$ 288.55
46	MEDIACOM	RVFD	002-5-150-6332	\$ 182.27
47	MEDICAOM	CITY HALL	001-5-650-6373	\$ 182.27
48	SANDRY FIRE SUPPLY	RVFD	002-5-150-6356	\$ 1,897.20
49	US CELLULAR	JAN BILLING	001-5-650-6371	\$ 148.93
50	VERIZON	JAN BILLING	600-5-810-6373	\$ 63.54
51	WATER REFUND		600-4-810-4504	\$ 58.60
52	WELLMARK	JAN BILLING	001-5-620-6150	\$ 4,121.12
53	WINDSTREAM	JAN BILLING	600-5-810-6373	\$ 377.94
		TOTAL PAID BILLS		\$ 10,666.21
		<b>TOTAL EXPENDITURES</b>		<b>\$ 52,109.09</b>
	<b>TOTAL BY FUND</b>			
54	"001"	GENERAL FUND	\$ 10,411.16	
55	"002"	FIRE DEPARTMENT	\$ 3,602.79	
56	"110"	ROAD USE FUND	\$ 648.95	
57	"145"	CASINO FUNDS	\$ -	
58	"301"	CAPITAL PROJECTS	\$ -	
59	"600"	WATER FUND	\$ 19,848.96	
60	"610"	SEWER FUND	\$ 15,645.48	
61	"670"	GARBAGE	\$ 1,951.75	
		<b>TOTAL EXPENDITURES</b>		<b>\$ 52,109.09</b>

# WEDG INVESTOR BENEFITS

2020 – 2022 Investor Campaign

## All Investor Benefits

In addition to being recognized as a key supporter / stakeholder investing in the growth of Washington County, WEDG Investors receive the following benefits:

- Opportunity to serve on WEDG boards, committees or task forces. This gives you a seat at the table to help drive WEDG's work plans and strategies.
- Recognized on The WEDG Investor List on our website; printed & shared numerous times annually including in the Washington Evening Journal's WEDG/Chamber/Main Street Annual Dinner Publication.
- Dollars invested allow WEDG to strategically act upon the goals and needs of the region, ultimately making our communities stronger.
- Pro-business and pro-growth local, state and federal policy agenda.
- Laborshed, demographic and economic reports.
- Sponsorship opportunities.
- Premium ribbon cutting and ground breaking service.
- Enhanced visibility, business to business connections.
- Invitations to networking events, including the Annual Dinner.
- Recognition in the WEDG Annual Meeting 'Report'
- Encouraged to contact the WEDG Office if we can be of assistance in anyway.

## Levels of Investment & Additional Benefits

### Advisory Council

2020 - \$4,000 2021 - \$4500 2022 - \$5,000

- AC Member: 2 Council meetings annually (i.e. key leader / insider presentation, briefing, opportunity to provide observations-ideas-etc.); plus Annual Dinner /w/ ACM name badge
- Monthly ACM Update from the WEDG Executive Director
- AC "special events"
- Executive Socials
- Business 'spotlight' on website
- AC Investor Level Plaque & AC Investor Level Window 'sticker'
- Logo in the WEDG Annual Meeting 'Report'
- Logo on the WEDG website

### Platinum

(\$3,000 - \$3,999)

- Executive socials
- Platinum Investor Level Plaque & Platinum Investor Level Window 'sticker'
- Logo in the WEDG Annual Meeting 'Report'
- Logo on the WEDG website

### Gold

(\$1,500 - \$2,999)

- Gold Investor Level Plaque & Gold Investor Level Window 'sticker'

### Silver

(\$1,000 - \$1,499)

Silver Investor Level Plaque & Silver Investor Level Window 'sticker'

### Bronze

(\$500 - \$999)

Bronze Investor Level Plaque & Bronze Investor Level Window 'sticker'

### Friends

(\$250 - \$499)

Frameable Friend of WEDG Certificate

Our mission - Create and promote an environment for Economic Development.

# Washington Economic Development Group

## 2017 - 2019 Investors

### Platinum

Alliant Energy Bazooka Farmstar, Inc. CBI Bank & Trust City of Kalona City of Riverside	City of Washington City of Wellman Federation Bank Hills Bank & Trust Riverside Casino & Golf Resort	Washington County Washington State Bank Washington County Hospital & Clinics
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### Gold

Community 1st Credit Union Engineered Building Design Ken & Rosemary Hanson	HyVee Iowa Bridge & Culvert Marshall's Furniture	MD Orthopaedics Inc. Premier 1 Supplies
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### Silver

Agri-Way Partners Carl A Nelson & Company City of Brighton Cobb Oil Co, Inc. DeLong Construction, Inc. Eastern Iowa Light & Power Eichelberger Farms Inc.	Farmers Electric Cooperative Freeman Foods Iowa Renewable Energy JET Physical Therapy Koller + Plus LLC Keith & Sam Lazar Lloyd, McConnell, Davis & Lujan	McDonald's Mose Levy Company Inc. Northwestern Mutual Open Gates Group / Kalona Creamery Washington Evening Journal
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### Bronze

Ameriprise Financial Beatty Peterseim Funeral Home & Monument Service Brenneman Pork Ed & Mary Brown Civco Medical Solutions Community Medical Supply Elliott Realty Group Farm & Home Security Insurance Association Greiner Buildings	Halcyon House / Wesley Home Team Advantage Horak Insurance, Inc. JWV Pork, LTD Kalona Cooperative Technology Company Keota Unlimited Inc. Kirkwood Community College Krotz-Dieleman Dental Office Lepic Kroeger Realtors Mark Kendall CPA PC	Joe & Marde McConnell Virginia McCurdy Promotions Ray-Man Inc. Statler Construction Inc. Syngenta Seeds, Inc. Town & Country Veterinary True North Companies Washington County Ambulance Washington Rotary Club
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### Friends

Dick & Jan Gallagher Jim & Karen Gorham Integrity Abstract Company John & Karen Moenck	Ross Auto & Muffler Inc. Nicole & Scott Slaubaugh Vetter's Culligan Inc.	Washington County Farm Bureau Washington County Pork Producers
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COUNCIL PACKET

RESOLUTION #010620-01

RESOLUTION APPROVING REAL ESTATE LISTING AGREEMENT FOR ONE YEAR WITH LEPIC-KROEGER, REALTORS TO SELL CITY OWNED COMMERCIAL LOTS

Whereas, the City of Riverside City will enter into an agreement for 12 months, beginning 12/19/2019 ending 12/19/2020 with Jeff Edberg of Lepic-Kroeger, Realtors to advertise and sell the City owned Commercial Lots located on Commercial Drive in Riverside, IA.

Therefore, be it resolved the City of Riverside City Council does hereby approve to enter into an agreement and will list the commercial property with Lepic-Kroeger, Realtors for the period of 120months.

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

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

Ayes:

Nays:

Absents:

Passed by the City Council of Riverside, Iowa and approved this 6th day of January, 2020.

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

Allen Schneider, Mayor

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

Becky LaRoche, City Clerk



Lepic-Kroeger Realtors

**Commercial Listing Contract**

Dated: December 19, 2019

**THIS EXCLUSIVE LISTING AGREEMENT** ("Agreement") is made this 19th day of December 2019 at Iowa City, Iowa, between Lepic-Kroeger, Realtors, ("Broker") and the following person or entity ("Owner"):

Owner's Name: City of Riverside Iowa

**IN CONSIDERATION OF THE MUTUAL PROMISES IN THIS AGREEMENT, OWNER AGREES TO:**

- (1) Grant Broker the sole and exclusive right to find a purchaser / tenant for the real estate described below (the "Property") for a period commencing on 12/19/2019 and ending on 12/19/2020 (the "Term"), with 11:59 p.m. of the last day of the Term known as the "Expiration Time". In the event the Seller has accepted an offer to purchase this Property, whether subject to conditions or not, prior to the expiration of this listing Agreement, and the closing will occur after the expiration of this Agreement, the Broker is hereby authorized to sign and submit to the Multiple Listing Service documentation extending the listing to expire one day after the closing date. Such documentation shall be exclusively for the purpose of allowing the sale to be counted in the MLS statistical records. In the event that the contract fails to close on the date specified in the purchase agreement, the Seller may cancel the listing at any time after the original expiration date stated above.
- (2) Authorize Broker to place an appropriate sign on the Property and to immediately refer to Broker all inquiries regarding the Property.
- (3) Give possession of the Property on: closing of sale

Legal Description or Local Address of the Property: NW Corner of River Cross Ct & Commercial Dr Intersection, Riverside, IA, Lot #3, PIN: 04-09-451-002. Consisting of 3.52 Acres m/l.

**IF THIS AGREEMENT IS FOR THE SALE OF THE PROPERTY, OWNER FURTHER AGREES TO:**

- (1) Offer to sell the Property for the sum of \$1.75 per square foot or \$253.84, subject to these terms/conditions: Cash
- (2) Furnish an Abstract of Title continued to date of sale showing that Owner has good and merchantable title to the Property, subject to existing restriction(s), and to furnish at the closing of the sale (the "Closing") a General warranty Deed conveying good title to the Property, as well as such other documents as may be legally required.
- (3) Pay to Broker at Closing a commission of 6% of the sales price. However, this commission shall be deemed earned by Broker and payable by Owner if: (1) Broker procures a purchaser who is ready, willing and able to purchase the Property on the terms set forth in this Agreement (or other terms acceptable to Owner), whether or not there is a Closing and/or (2) the Property is otherwise sold during the Term.

**IF THIS AGREEMENT IS FOR THE LEASE OF THE PROPERTY, OWNER FURTHER AGREES TO:**

- (1) Offer to lease the Property on these terms and conditions: N/A.
- (2) Pay Broker when the lease is executed by tenant a N/A commission on the gross lease. This commission shall be deemed earned by Broker and payable by Owner if: (1) Broker procures a tenant who is ready, willing and able to lease the Property on the terms set forth in this Agreement (or other terms acceptable to Owner), whether or not a lease is signed and/or (2) the Property is otherwise leased during the Term. The minimum commission shall be one month's rent. In the event the property is sold during the term of this lease listing, the Owner shall pay the Broker a commission of 6% at the closing of the sale.

**IN CONSIDERATION OF THE MUTUAL PROMISES IN THIS AGREEMENT, BROKER AGREES TO:** (1) USE ITS BEST EFFORTS TO PROCURE A PURCHASER/TENANT FOR THE PROPERTY PURSUANT TO THE TERMS OF THIS AGREEMENT, (2) FURNISH ANY ADDITIONAL INFORMATION ABOUT THE PROPERTY REQUESTED BY OTHER REALTORS AND (3) PROMPTLY SUBMIT THIS LISTING TO THE IOWA CITY AREA MULTIPLE LISTING SERVICE.

**IN CONSIDERATION OF THE MUTUAL PROMISES IN THIS AGREEMENT, THE PARTIES FURTHER AGREE:** Conveyance of the Property by other means, (i.e., a like-kind exchange), shall be considered a "sale" within the meaning of this Agreement. All funds involved in the completion of a sale or lease transaction for the Property (such as earnest money, option fees, etc), shall be paid to Broker and held in Broker's trust account until Closing of the sale/lease.

Owner has furnished to Broker all relevant information concerning the Property, including specifically all information regarding any underground storage tanks, hazardous wastes or wells situated on the Property. Owner agrees to make any and all records and documents pertaining to the property available to the Broker, and agrees to allow Broker to show the property at reasonable times and upon reasonable notice, and to commit no act which might tend to obstruct the Broker's performance hereunder. Owner warrants and represents that the information provided is true, correct and complete to the best of Owner's knowledge. Owner agrees to indemnify and hold Broker harmless from any and all loss, damage or expense (including attorney's fees) in connection with any breach of this representation and warranty by Owner.

Broker shall be protected for a period of 6 months after the Expiration Time on all prospects introduced to the Property during the Term by Owner or Broker. This Agreement shall be binding upon the heirs, successors and assigns of the Owner. Nothing in this Agreement shall be construed to make Broker the manager of the Property. Owner is the manager of the Property and has all responsibility for collection of income and payment of expenses associated with the Property. In the event of suit to collect commissions due Broker under this Agreement, Owner agrees to pay Broker's attorney's fees.

# COUNCIL PACKET

**RELEASE OF INFORMATION:** I / we authorize third parties (banks, lenders, lawyers, abstracting companies) to release any information to Broker pertaining to the above indicated property. This may include loan balance, payoff, interest paid, repayment terms, title condition, vesting, and other financial or title concerns.

**THIS IS A LEGALLY BINDING AGREEMENT. IF NOT UNDERSTOOD SEEK LEGAL ADVICE BEFORE SIGNING. THE POSSIBILITY OF DUAL AGENCY IS PART OF THIS AGREEMENT.** The undersigned Owner warrants that he is the owner of record of the property or has the authority to execute this agreement.

**EXCHANGE:** Should other property be accepted by me in exchange, I hereby consent to you representing and accepting compensation from all parties to the transaction.

**MARKETING:** I authorize the placing of a lock box on this property. In order to show the property, you and your agents shall have access to it at all reasonable times, and I will give you all possible assistance in marketing the property. You are authorized to place a "For Sale" or "For Lease" sign on the property. You are authorized to and directed to submit this listing to the Multiple Listing Service of the Iowa City Area Association of REALTORS®, to be published and disseminated to its participants and to report to the Multiple Listing Service and its members, both before and after the sale, any information concerning price and terms of sale, encumbrances and financing as they may request. You are authorized to list the property on the Internet.

**EXCLUSIVE RIGHT TO SELL:** This listing shall be designated as an Exclusive Right to Sell listing. We authorize the listing broker as the exclusive entity to sell our property but further authorize the listing broker to cooperate with other brokers, including Buyer's brokers, in the sale of this listed property and to compensate such broker out of the commission provided for herein.

**NON-DISCRIMINATION:** This property is offered without regard to race, color, sex, sexual orientation, creed, religion, national origin, handicap and familial status. I further recognize, authorize and direct that the property be marketed in full compliance with all applicable federal, state and local statutes, regulations and ordinances relating to fair housing.

**EARNEST MONEY:** It is further understood that out of any forfeited earnest money, 100% shall go to the Seller. The seller agrees to be bound by the terms of the Initial Property Inspection Form of the Iowa City Area Association of REALTORS® relative to property repair issues.

**REPRESENTATION:** As the Seller, I will furnish to you the information concerning this property via this listing contract and I represent to the best of my knowledge and belief that such information is true and accurate. I further agree to inform you of any changes of this information during this contract period. If it is established that such information and/or representation is incorrect or untrue, I agree to indemnify and hold you harmless from any and all loss, damage or expense in connection therewith, including court costs and reasonable attorney's fees. I agree that at the time of possession, all included fixtures and appliances, furnace and other mechanical equipment will be operation and in good working order, except None

**GENDER AND NUMBER:** Words and phrases herein shall be construed as in the singular or plural number, as masculine, feminine or neuter gender, as may be indicated by the context hereof.

\_\_\_\_\_  
Owner's Legal Name (Please Print)

\_\_\_\_\_  
Owner's Legal Name (Please Print)

\_\_\_\_\_  
Owner's Signature or Authorized Officer

\_\_\_\_\_  
Owner's Signature or Authorized Officer

\_\_\_\_\_  
Lepic-Kroeger, Realtors  
Jeff Edberg, CCIM, SIOR



# Appointed Agency Agreement for Sellers/Landlords



(to be completed at time of listing and attached to the Listing Agreement)

Name of Seller(s) / Landlord(s) City of Riverside

Address of Property: Lot 3, NW corner of River Cross Ct and Commercial Dr Intersection, Riverside, IA

**BROKER:** Seller/Landlord (hereinafter referred to as Seller) hereby designates Lepic-Kroeger, REALTORS (hereinafter referred to as LKR) the sole and exclusive right and authority to assist Seller in procuring a ready, willing and able buyer and to negotiate for terms and conditions agreed upon in the Listing Agreement.

**APPOINTED AGENT(S):** With Seller's approval, LKR appoints Jeff Edberg & Carmen Krueger as the Appointed Agent(s), a sales associate affiliated with LKR as the exclusive agent(s) of the Seller. LKR reserves the right to name additional Appointed Agents when in LKR's discretion it is necessary to do so. If additional Appointed Agents are named, Seller shall be informed in writing within a reasonable time period. Please note that a newly appointed or additionally Appointed Agent will not relieve the first Appointed Agent of any duties owed to the Seller. Seller acknowledges that Seller's Appointed Agent may from time to time have another sales associate affiliated with LKR who is not an agent of the Seller, sit at an open house of Seller's property or provide similar support in the marketing of Seller's property. Seller understands and agrees that this agreement is a contract for LKR to market Seller's property and that LKR's Appointed Agent(s) is/are the only agent(s) of the Seller. Seller's Appointed Agent(s) will be primarily responsible for the direct marketing and sale of Seller's property.

**TERM OF AGREEMENT:** This agreement shall begin on December 19, 2019 and will coincide with the termination date of the respective Listing Agreement or any extension hereof.

**APPOINTED AGENT'S ROLE:** Appointed Agent will utilize his/her professional knowledge to make good faith efforts to market the property and actively procure a ready, willing and able Buyer. Seller acknowledges and agrees:

1. That LKR and/or Appointed Agent may have personally represented a Buyer who is interested in Seller's property. During that representation, LKR and/or Appointed Agent may have learned material information about the Buyer that is considered confidential. Under the law, neither LKR nor Appointed Agent may disclose any such information to you even though LKR and/or Appointed Agent now represent you as a Seller.
2. The other sales associates affiliated with LKR, other than the Seller's Appointed Agent(s), may represent the actual or prospective Buyer of Seller's property. Further, Seller understands and agrees that if the property is sold through the efforts of a sales associate affiliated with LKR who represents a Buyer, the other sales associated affiliated with LKR will be acting as the Buyer's Appointed Agent. Seller agrees that LKR will disburse part of any brokerage fee (commission) paid by Seller to a sales associate of LKR or an outside Broker who exclusively represents the Buyer.
3. When LKR is the listing company, it is the policy of LKR to submit your listing to the MLS without an offer of sub-agency. It is also the policy of LKR to reciprocate cooperation and compensation with a Buyer's Broker.

**SELLER'S ROLE:** Appointed Agent(s) and Seller agree that items such as wall-to-wall carpeting, garage door openers (and associated remote controls), smoke detectors, built-in appliances, light fixtures, electronic pet fences (and associated pet collars), landscaping and many indoor and outdoor decorative items may legally be "fixtures", and if so they must remain with the property unless specifically excluded in the Sale-Purchase contract. Discuss this matter with Appointed Agent(s) to avoid uncertainty for all parties regarding what Seller may take and what needs to remain with the property, and make specific provisions for these items in the Sale-Purchase contract.

**POSSIBILITY OF DUAL AGENCY:** You may want your Appointed Agent to procure a Buyer for the purchase or lease of your property. In that event, your Appointed Agent will undertake a dual representation, which means he/she will represent both you and the Buyer for the sale or lease of your property.

**PROCESSING FEE:** LKR will charge a fee of \$225.00 (payable to Mormon Trek Escrow, LLC) for processing the transaction.

**PROHIBITED CONDUCT:** In providing brokerage services, Appointed Agent(s) shall not accept, receive or charge an undisclosed fee or commission related to the transaction from any person or entity other than the agreed parties, unless the Appointed Agent(s) has provided written notice to all parties to the transaction that an individual fee or commission will be accepted from such person's organization or business entity to which Appointed Agent(s) has an interest, unless Appointed Agent has the written consent of all parties to the transaction.

**This contract shall be binding upon and inure to the benefit of the heirs, administrators, successors and assigns of the parties hereto. This contract can only be amended in writing and signed by all parties.**

Seller's signature

Seller's signature

date

Appointed Agent signature

Appointed Agent signature

date



## Agency Disclosure Notice



Lepic-Kroeger, REALTORS (hereinafter referred to as LKR) is pleased to assist you with the prospective sale and/or purchase of real estate. This document will govern the terms of your relationship with Jeff Edberg & Carmen Krueger as LKR's Appointed Agent(s) to represent City of Riverside Iowa (Client(s)) in connection with the sale and/or purchase of real estate. Only the Appointed Agent(s) will represent the aforementioned Client(s), together with any additional Appointed Agent(s) who may be designated by LKR. No other Broker or Sales Associate affiliated with LKR will be acting as an agent for the Client(s) named above. It is the policy of LKR to offer real estate services exclusively through Appointed Agents. The Appointed Agent(s) may provide real estate services simultaneously to other parties involving the same real estate. When representing a Buyer/Tenant, LKR and the Appointed Agent(s) will generally be offered and will accept a brokerage fee (commission) from the Seller/Landlord or the Sellers' agent, who may not be a client of LKR or the Appointed Agent(s). It is the policy of LKR to reciprocate with other Brokers' offers of cooperation and compensation. It is also the policy of LKR to neither offer sub-agency to other Brokers or to accept sub-agency from cooperating Brokers.

### Duties to All Parties

A real estate agent, including the Appointed Agent(s), has the following duties to all parties to a transaction, regardless of which party the agent represents:

1. To provide real estate brokerage services to all parties to the transaction honestly and in good faith;
2. To diligently exercise reasonable skill and care in providing brokerage services to all parties;
3. To disclose to each party all material adverse facts that the agent knows, except for the following:
  - a. Material adverse facts known by the party.
  - b. Material adverse facts the party could discover through a reasonably diligent inspection, and which would be discovered by a reasonably prudent person under like or similar circumstances.
  - c. Material adverse facts the disclosure of which is prohibited by law.
  - d. Material adverse facts that are known to a person who conducts an inspection on behalf of a party. A "material adverse fact" means an adverse fact that a party indicates is of such significance, or that is generally recognized by a real estate agent as being of such significance to a reasonable party, that it affects or would affect a party's decision to enter into a contract or agreement concerning a transaction, or affects or would affect a party's decision about the terms of a contract or agreement.
4. To account for all property coming into the possession of the agent that belongs to any party within a reasonable time of receiving the property.

### Duties to a Client

In addition to the real estate agent's duties to all parties as provided above, a real estate agent, including the Appointed Agent(s), has the following duties to the Agent's Client(s):

1. To place the Client's interest ahead of the interests of any other party, unless the Agent is acting as a Disclosed Dual Agent, as discussed below;
2. To disclose to the Client all information known by the Agent that is material to the transaction and that is not known by the Client or could not have been discovered by the Client through a reasonably diligent inspection;

COUNCIL PACKET

- 3. To fulfill any obligation that is within the scope of the Agency Agreement, except those obligations that are inconsistent with other duties that the Agent has under the Iowa Code or the N.A.R Code of Ethics;
- 4. To disclose to the Client any financial interests the Agent or LKR has in any business entity to which the Agent or LKR refers a Client for any service or product related to a transaction.

**Duties of a Disclosed Dual Agent**

An Appointed Agent(s) may legally represent both the Seller/Landlord and the Buyer/Tenant in a transaction, but only with the prior knowledge and written consent of all parties. This is called "Dual Agency". The Appointed Agent(s) will be acting as a Dual Agent when he/she represents both the Seller/Landlord and the prospective Buyer/Tenant. This means that when the Appointed Agent(s) is the listing agent and the selling agent, the Appointed Agent(s) will be representing both parties simultaneously. When acting as a Dual Agent, the Agent has the same Duties to All Parties and Duties to a Client, as set forth above, EXCEPT a Dual agent may not and does not have a duty to place one Client's interests ahead of the interests of the other Client. Representing more than one party to a transaction may present a potential conflict of interest since both Clients may rely upon the Appointed Agent(s) advice, and Buyer's/Tenant's and Seller's/Landlord's respective interests may be adverse to each other. The Appointed Agent(s) will endeavor to be impartial between all parties and will not represent the interests of either party to the exclusion or detriment of the other party. Appointed Agent(s) will act as a Dual Agent only with written consent of ALL parties to the transaction.

By signing this agreement, the Client agrees that the Appointed Agent(s)  MAY  MAY NOT act as a Disclosed Dual Agent when the Agent represents both the Seller/Landlord and the Buyer/Tenant. Parties are not required to participate in Disclosed Dual Agency.

**Federal Fair Housing Law:**

All LKR agents, brokers, assistants, management and employees agree to provide equal professional service to any client, customer or resident of any community without regard to race, color, religion, gender, disability, familial status, national origin or gender identity.

**Processing Fees**

In representing the Seller, LKR will charge a fee of \$225.00 (payable to Mormon Trek Escrow, LLC) for processing the sales transaction, excluding leases. In representing the Buyer, LKR will charge a fee of \$125.00 (payable to Mormon Trek Escrow, LLC) for processing the purchase transaction.

**If you do not understand all the terms of this document, seek legal advice before signing.**

--	--	--

Client's Signature(s)

date

Client's printed name

--	--	--

LKR Appointed Agent's Signature(s)

date

LKR Appointed Agent(s) printed name(s)

COUNCIL PACKET

RESOLUTION #010620-02

RESOLUTION APPROVING PAY REQUEST #5 FOR APEX DEVELOPMENT GROUP LLC, FOR NORTHERN HEIGHTS DEVELOPMENT 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 \$126,219.71 for partial payment of this project through December 18, 2019.

Therefore, be it resolved the City of Riverside City Council does hereby accept the Pay Request #5 for work done on the Northern Heights Development project.

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

Roll Call: Schneider, Sexton, Rogers, Redlinger, McGuire

Ayes:

Nays:

Absents:

PASSED AND APPROVED by City Council of Riverside, Iowa, on this 6<sup>th</sup> day of January , 2020.

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

Attest: \_\_\_\_\_ Date \_\_\_\_\_  
Becky LaRoche, City Clerk

# COUNCIL PACKET



## Apex Development Group LLC

PO Box 2297      n: 319-400-4408  
Iowa City, Iowa 52244      n: 319-339-1562

**Bill To:** City of Riverside  
Address PO Box 188  
Riverside, Iowa 52327

Phone: 319-648-3501  
Fax:  
Email:

Invoice #: 106  
Invoice Date: Dec. 18, 2019

Invoice For: Construction of Infrastructure for Northern Heights

Item #	Description	Qty	Unit Price	Price
1	Coordination for subdivision construction			\$ 1,733.00
2	Finish utilities, rough grade, street base			\$ 112,752.00
Invoice Subtotal				\$ 114,485.00
Contractor markup				5.00%
Contractor fees				5,724.25
Developer fees				6,010.46
Deposit Received				
<b>TOTAL</b>				<b>\$ 126,219.71</b>

Make and send all checks payable to Apex Development Group LLC,  
PO Box 2297, Iowa City, Iowa 52244  
Total due in 30 days. Overdue accounts subject to a service charge of 1.5% per month.

Thank You!



# COUNCIL PACKET

## APEX Construction Company, Inc. Job Ledger Report

For the Period From Jan 1, 2018 to Dec 31, 2020

Filter Criteria includes: 1) IDs from 18034 to 18034. Report order is b

Job ID	Cost Code ID	GL Acct Description	Trx Date	Trans Description	Jrnl	Trans Ref	Amount	Totals	Subtotal	Invoice
18034		Construction Income	2/27/19	APEX Development Group, L.L.C.	SJ	18034-1	-47,373.94			
18034			8/6/19	APEX Development Group, L.L.C.	SJ	18034-2	-88,686.26			
18034			9/9/19	APEX Development Group, L.L.C.	SJ	18034-3	-101,964.00			
18034			10/2/19	APEX Development Group, L.L.C.	SJ	18034-4	-183,672.00			
18034			12/5/19	APEX Development Group, L.L.C.	SJ	18034-5	-120,208.72			
								-541,904.92		
		Subcontractors	9/1/18	Axiom Consultants LLC	PJ	1041/18034	5,845.00			
			9/30/19	Comerstone Excavating, Inc.	PJ	3/18034	172,284.87			
			12/2/19	Comerstone Excavating, Inc.	PJ	4/18034	112,752.00		112,752.00	112,752.00
								290,881.87		
		Other Direct Costs	9/13/18	Mastercard - Fuel Exp	PJ	091318/Misc	75.00			
								75.00		
		Salary Expense	9/4/18	Steve H. Schmidt	PRJ	63204	198.00			
			10/7/19	Steve H. Schmidt	PRJ	64358	198.00			
			10/8/19	Steve H. Schmidt	PRJ	64387	231.00			198.00
			10/15/19	Steve H. Schmidt	PRJ	64411	198.00			198.00
			10/15/19	Harvey E. Miller	PRJ	64412	66.00			66.00
			10/22/19	Steve H. Schmidt	PRJ	64435	132.00			132.00
			10/22/19	Harvey E. Miller	PRJ	64436	66.00			66.00
			10/29/19	Steve H. Schmidt	PRJ	64459	132.00			132.00
			11/26/19	Harvey E. Miller	PRJ	64560	66.00			66.00
			12/10/19	Harvey E. Miller	PRJ	64611	66.00			66.00
								1,155.00		
								577.5		
								1,732.50		1,733.00
										114,485.00
		GC fee								5,724.25
		DV fee								6,010.46
		Invoice								126,219.71

COUNCIL PACKET



4218 Yvette Street SW, Bldg A  
 P.O. Box 2297  
 Iowa City, IA 52244  
 Phone: (319) 339-1543  
 Fax: (319) 339-1562

**INVOICE**

**APEX Development Group**  
 4218 Yvette St SW, Bldg A  
 P.O. Box 2297  
 Iowa City, IA 52244

**Date: December 5, 2019**

**Invoice Number: 18034-5**  
**PO#**

DATE	CHARGES AND CREDITS	BALANCE
12/5/19	Invoice for Services to Date	
	Subcontractors Labor, Material, Etc.	\$ 163,734.00 \$ 550.00
	Subtotal GC OH & P @ 5%	\$ 164,284.00 \$ 8,214.00
	Total	\$ 172,498.00

*172,678.78*

**THANK YOU**

**Apex Construction Company, Inc. • P.O. Box 2297 • Iowa City, IA 52244**  
**Phone (319) 339-1543 • Fax (319) 339-1562**

ANY INVOICES OR PAYMENTS MADE AFTER LAST POSTING DATE WILL APPEAR ON THE NEXT STATEMENT. ALL ACCOUNTS ARE DUE NET 30 FROM THE INVOICE DATE. A SERVICE CHARGE OF 1.5% PERMONTH OR 18% PER YEAR WILL BE CHARGES ON ALL ACCOUNTS 30 DAYS PAST DUE. IN THE EVENT OF NON-PAYMENT, ALL COSTS INCURRERD BY APEX CONSTRUCTION COMPANY, INC, TO COLLECT PAST DUE AMOUNTS, INCLUDING REASONABLE ATTORNEY'S FEES, SHALL BE PAID BY THE CUSTOMER

**CONTINUATION SHEET AIA DOCUMENT G703**

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification is attached. In tabulations below, amounts are stated to the nearest dollar. Use column 1 on Contracts where variable retainage for line items may apply.

**Northern Heights Phase 1**  
**WAS019**

APPLICATION NO: 4  
APPLICATION DATE: 11/11/2019  
PERIOD TO: 11/11/2019  
ARCHITECT'S PROJECT NO.:

**COUNCIL PACKET**

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE			D FROM PREVIOUS APPLICATION (D+E)		E THIS PERIOD		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G/C)	H BALANCE TO FINISH (C-G)	I RETAINAGE 5%
		QTY	UNIT	UNIT \$	TOTAL \$	QTY	TOTAL \$	QTY					
1	Erosion Control	1	EA	\$2,300.00	\$2,300.00	0.50	\$1,150.00	-	\$0.00	50%	\$1,150.00	\$67.50	
5	Temp. Entrance	192	TON	\$38.00	\$7,296.00	-	\$0.00	192.00	\$7,296.00	100%	\$0.00	\$364.80	
8	Grading	7	AC	\$4,500.00	\$31,500.00	3.50	\$15,750.00	1.50	\$6,750.00	71%	\$9,000.00	\$1,125.00	
9	On Site Grading	16,200	CY	\$3.55	\$57,510.00	15,000.00	\$53,250.00	-	\$0.00	93%	\$4,260.00	\$2,662.50	
10	6" Modified Subbase	4,480	SY	\$6.25	\$28,000.00	-	\$0.00	4,480.00	\$28,000.00	100%	\$0.00	\$1,400.00	
11	Sanitary	1,145	LF	\$35.00	\$40,075.00	1,145.00	\$40,075.00	-	\$0.00	100%	\$0.00	\$2,003.75	
12	Sanitary Sewer, PVC 8"	23	EA	\$1,400.00	\$32,200.00	23.00	\$32,200.00	-	\$0.00	100%	\$0.00	\$1,610.00	
13	Sanitary Sewer Service, 4"	73	VF	\$365.00	\$26,915.00	73.00	\$26,915.00	-	\$0.00	100%	\$0.00	\$1,295.75	
14	Drop connection	1	EA	\$2,200.00	\$2,200.00	1.00	\$2,200.00	-	\$0.00	100%	\$0.00	\$110.00	
16	Storm	20	LF	\$37.50	\$750.00	13.00	\$487.50	-	\$0.00	65%	\$262.50	\$24.38	
17	Storm Sewer, RCP, 12"	775	LF	\$23.9875	\$23,987.50	621.00	\$23,908.50	160.00	\$6,160.00	101%	(\$231.00)	\$1,503.43	
18	Storm Sewer, RCP, 18"	738	LF	\$40.50	\$29,889.00	653.00	\$26,446.50	85.00	\$3,442.50	100%	\$0.00	\$1,494.45	
19	Storm Sewer, RCP, 24"	117	LF	\$53.00	\$6,201.00	160.00	\$8,480.00	(43.00)	(\$2,279.00)	100%	\$0.00	\$310.05	
20	Storm Sewer, RCP, 30"	245	LF	\$84.00	\$20,580.00	245.00	\$20,580.00	-	\$0.00	100%	\$0.00	\$1,029.00	
22	Flared End Section, 18" - without apron guard	2	EA	\$1,550.00	\$3,100.00	1.00	\$1,550.00	1.00	\$1,550.00	100%	\$0.00	\$165.00	
23	Flared End Section, 36" - without apron guard	1	EA	\$2,450.00	\$2,450.00	1.00	\$2,450.00	-	\$0.00	100%	\$0.00	\$122.50	
24	Subdrain, 6"	1,978	LF	\$7.95	\$15,725.10	-	\$0.00	2,070.00	\$16,456.50	105%	(\$731.40)	\$822.83	
25	Subdrain Outlet	13	EA	\$250.00	\$3,250.00	-	\$0.00	13.00	\$3,250.00	100%	\$0.00	\$162.50	
26	Subdrain Clean-out	5	EA	\$450.00	\$2,250.00	-	\$0.00	-	\$0.00	-	\$2,250.00	\$0.00	
27	Storm Services	23	EA	\$735.00	\$16,905.00	-	\$0.00	-	\$0.00	-	\$16,905.00	\$0.00	
28	Manhole, SW-401	2	EA	\$3,900.00	\$7,800.00	2.00	\$7,800.00	-	\$0.00	100%	\$0.00	\$390.00	
29	Intake, SW-509	9	EA	\$4,400.00	\$39,600.00	4.50	\$19,800.00	-	\$0.00	50%	\$19,800.00	\$990.00	
30	Intake, SW-512, 24"	1	EA	\$2,000.00	\$2,000.00	-	\$0.00	1.00	\$2,000.00	100%	\$0.00	\$100.00	
31	Intake, SW-513	2	EA	\$5,800.00	\$11,600.00	1.00	\$5,800.00	1.00	\$5,800.00	100%	\$0.00	\$580.00	
32	Manhole, SW-402	1	EA	\$6,900.00	\$6,900.00	1.00	\$6,900.00	-	\$0.00	100%	\$0.00	\$345.00	
34	Water Main	1,205	LF	\$24.50	\$29,522.50	1,100.00	\$26,950.00	148.00	\$3,626.00	104%	(\$1,053.50)	\$1,528.80	
35	Water Services	23	EA	\$1,000.00	\$23,000.00	-	\$0.00	23.00	\$23,000.00	100%	\$0.00	\$1,150.00	
36	Fire Hydrant	4	EA	\$5,000.00	\$20,000.00	3.00	\$15,000.00	1.00	\$5,000.00	100%	\$0.00	\$1,000.00	
37	8" Valves	8	EA	\$1,350.00	\$10,800.00	7.00	\$9,450.00	2.00	\$2,700.00	113%	(\$1,350.00)	\$607.50	
<b>TOTALS</b>					<b>\$509,168.10</b>		<b>\$346,142.50</b>		<b>\$112,732.00</b>	<b>90.00%</b>	<b>\$458,894.50</b>	<b>\$22,944.73</b>	
<b>CHANGE ORDERS</b>													
CR-1	Additional 15" FES	1	EA	\$1,350.00	\$1,350.00	1	\$1,350.00	-	\$0.00	100%	\$0.00	\$67.50	
CR-2	Additional 24" FES	2	EA	\$2,200.00	\$4,400.00	2	\$4,400.00	-	\$0.00	100%	\$0.00	\$220.00	
CO-1	Change Order #1 (See List Below)												
	Additional on-site grading (additional cut material moved to phase II)	9,928	CY	\$9.56	\$35,244.40	-	\$0.00	9,928.00	\$35,244.40	100%	\$0.00	\$1,762.22	
	Additional Rip-Rap as required	159	TON	\$88.00	\$6,038.96	-	\$0.00	158.92	\$6,038.96	100%	\$0.00	\$301.95	
	SW-509 storm intake	1	LS	\$3,900.00	\$3,900.00	-	\$0.00	0.50	\$1,950.00	50%	\$1,950.00	\$97.50	
	Added 12" RCP between intake structures	13	LF	\$37.50	\$487.50	-	\$0.00	13.00	\$487.50	100%	\$0.00	\$24.38	



APPLICATION AND CERTIFICATE FOR PAYMENT

AIA DOCUMENT G702

CONTRACTOR:

Cornerstone Excavating, Inc.  
PO Box 928  
Washington, IA 52353

SUBCONTRACTOR:

Riverside

CONTRACT FOR:

Apex Construction Co., Inc.

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in accordance with the Contract. Continuation Sheet, AIA Document G703, is attached.

- 1. ORIGINAL CONTRACT SUM \$508,156.10
- 2. Net Change By Change Orders..... \$61,223.03
- 3. CONTRACT SUM TO DATE (Line 1 +2)..... \$ 570,379.13
- 4. TOTAL COMPLETED & STORED TO DATE..... \$516,817.53  
(Column G on G703)

5. RETAINAGE:

- a. 5% % of Completed Work \$25,840.88  
(Columns D & E on G703)
- b. 5% % of Stored Material \$0.00  
(Column F on G703)

- Total Retainage (Line 5a + 5b or Total in Column 1 of G703) \$25,840.88
- 6. TOTAL EARNED LESS RETAINAGE..... \$490,976.65  
(Line 4 less Line 5 Total)

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT

- (Line 6 from prior Certificate) \$334,297.88
- 8. CURRENT PAYMENT DUE \$156,678.78

9. BALANCE TO FINISH, INCLUDING RETAINAGE

- (Line 3 less Line 6) \$ 79,402.48

PROJECT:

Northern Heights Phase 1  
WAS019

APPLICATION NUMBER:

11/05/19

PERIOD TO:

11/01/19

PROJECT NOS.:

CONTRACT DATE:

Distribution to:

OWNER

CONSTRUCTION

MANAGER

Engineer

CONTRACTOR

VIA CONSTRUCTION MANAGER:

Jim Ziegloewsky

VIA Engineer:

Engineer

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief, the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:

  
Jim Ziegloewsky

BY: \_\_\_\_\_ DATE 12-2-19

State of: \_\_\_\_\_

County of: \_\_\_\_\_

Subscribed and sworn before me this \_\_\_\_\_ day of \_\_\_\_\_, 2019

Notary Public:

My Commission Expires:

CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Construction Manager certifies that to the best of his knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED..... \$ 156,678.78

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet that changed to conform to the amount certified.)

CONSTRUCTION MGR:

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

Engineer

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

This certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

## COUNCIL PACKET

### NOTICE OF PUBLIC HEARING ON

#### **PROPOSED ADOPTION OF REZONING Parcel #04-083-550-15 on Blackberry Ave from P-1 to R-1**

YOU ARE HEREBY NOTIFIED that the City of Riverside, Iowa, will hold a public hearing on January 6<sup>th</sup>, 2020 at the meeting beginning at 6:30 p.m. in the City Council Chambers located at the Riverside City Hall, 60 North Greene Street, Riverside, Iowa, on the proposal to rezone parcel #04-083-550-15 on Blackberry Ave from P-1 Public to R-1 residential.

Following the public hearing, the City Council will consider rezoning the parcel. The proposed Ordinance is available for review at the City Clerk's Office in the Riverside City Hall during regular business hours.

All interested persons are invited to attend the public hearing and to offer comments, orally or in writing, in support of or in opposition to the proposed rezoning. Written comments may be submitted to the Riverside City Clerk, P.O. Box 188, Riverside, IA 52327, in advance of the public hearing. Any questions regarding the Ordinance may also be directed to City Hall.

This notice is published upon the order of the City Council for the City of Riverside, Iowa and as provided by the law.

Becky LaRoche, Riverside City Clerk

COUNCIL PACKET

Prepared by and return to: Becky LaRoche, City of Riverside, 60 N Greene Street,  
PO Box 188, Riverside, IA 52327 319-648-3501

**ORDINANCE #010620-03**

**ORDINANCE TO APPROVE REZONING Parcel #04-083-550-15 on  
Blackberry Ave from P-1 Public to R-1 Residential**

**Whereas**, the City of Riverside City Council approves the Rezoning of City well #5, 4800 square feet, Parcel #04-083-550-15 on Blackberry Street. Described as N ADD E 40'S 110.9'N 120.4' LOT 3 BLK B.

**Therefore**, be it resolved the City of Riverside City Council does hereby approve the rezoning of Parcel #04-083-550-15 after the public hearing was held and recommendation from the Planning and Zoning Commission.

It was moved by Councilperson \_\_\_\_\_ second by Councilperson \_\_\_\_\_ to approve the foregoing ordinance on January 6, 2020.

**Roll Call Vote:** Redlinger, Schneider, Sexton, Rodgers, McGuire

Ayes:

Nays:

Absents:

\_\_\_\_\_ moved to waive 2<sup>nd</sup> and 3<sup>rd</sup> readings. Second by \_\_\_\_\_,

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

Allen Schneider, Mayor

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

Becky LaRoche, City Clerk



Trek  
"Where the Best Begins"

Application Number: \_\_\_\_\_

**APPLICATION REQUEST FOR AMENDMENT  
TO THE ZONING ORDINANCE OF RIVERSIDE, IOWA**

**Application fee of \$300 must accompany completed application when request is made.**

Applicant: City of Riverside

Date: 11.20.19

Address: \_\_\_\_\_

Phone: 319.648-3501

Email: admin@cityofriversideiowa.com

Reason for request: sale of city owned property  
to adjoining property

The following change to the Zoning Ordinance is requested:

Current Zoning: R1 to Requested Zoning: R-1

**These items must accompany this application before it will be considered by the Planning and Zoning Commission or City Council.**

1. The legal description of the property requesting the zoning change.
2. Current physical address of the property requesting the zoning change.
3. The current use of the property requesting the zoning change.
4. The proposed use of the property requesting the zoning change.
5. A detailed site plan showing the layout, dimensions, and intended use of the property.
6. A complete list with current addresses of all the property owners within 200 feet of property requesting the zoning change.

I certify that the above information given on this application and that required by Chapter 5.20 of the Riverside zoning Ordinance, is true and accurate to the best of my knowledge.

[Signature]  
Applicant's signature and date

Fee paid: waved



# COUNCIL PACKET

Work Session	January 8
Discussion at Regular Meeting	January 20
Final Plans to City for Packet	January 29
Authorize Sending out for Bids	February 3
Set Public Hearing	February 3
Public Hearing/Approve Plans/Specs	February 17
Take Bids	February 26
Award Contract	March 2

COUNCIL PACKET

RESOLUTION #010620-04

RESOLUTION APPROVING PAY REQUEST #6 TO CORNERSTONE EXCAVATING, FOR ASH STREET IMPROVEMENT 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 \$10601.05 for partial payment of this project from 11/25/19 to 12/20/19.

Therefore, be it resolved the City of Riverside City Council does hereby accept the Pay Request #6 for work done on the Ash Street Improvements project with 93.73% complete.

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

Roll Call: Schneider, Sexton, Rogers, Redlinger, McGuire

Ayes: Schneider, Sexton, Rodgers, Redlinger, McGuire

Nays:

Absents:

PASSED AND APPROVED by City Council of Riverside, Iowa, on this 6th day of January, 2020.

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

Allen Schneider, Mayor

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

Becky LaRoche, City Clerk

# COUNCIL PACKET

## CONSTRUCTION PROGRESS PAYMENT

Project Description		PN: 2245043
Contract Date	<u>Ash/Tupelo Street Improvements</u>	
	<u>15-Apr-19</u>	
Contractor:	<u>Cornerstone Excavating</u>	Owner: <u>City of Riverside</u>
Address:	<u>P.O. Box 928</u>	Attn: _____
City, St., Zip:	<u>Washington, IA 52353</u>	Address: <u>60 N. Greene Street</u>
Phone:	<u>319-653-3957</u>	City, St., Zip: <u>Riverside, IA 52327</u>
Fax:	<u>319-653-9067</u>	Phone: <u>319-648-3501</u>
		Fax: _____

Estimate #	<input type="checkbox"/> 6	FOR PERIOD:	Owner PN
	<input checked="" type="checkbox"/> Partial Payment	FROM: <u>11/25/19</u>	Federal PN
	<input type="checkbox"/> Final Payment	TO: <u>12/20/19</u>	State PN

Base Contract Price		\$662,406.00
Change #		
1		\$650.00
2		\$7,040.86
3		\$6,902.00
4		\$4,242.30
Change #		
Change #		
Total Contract		\$681,241.16

Materials on Hand		\$ -
Construction Completed		\$638,525.92
		93.73%
Total Earned		\$638,525.92
Less Retainage		\$31,926.30
Less Previous Payment		\$595,998.57
Amount Due This Est		\$10,601.05

Requested by:	Approved by:
<u>Jim Zieglowsky</u>	_____
Title: <u>President</u>	Title: _____
Date: _____	Date: _____
Recommended by:	Attested by:
<u>Scott Pottorff</u>	_____
Title: <u>Project Engineer</u>	Title: _____
Date: _____	Date: _____

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

# COUNCIL PACKET

Ash/Tupelo Street Improvements Project

6

Pay Estimate No.:

Payable to: Comerstone Excavating  
 Date: December 30, 2019  
 Week Ending: December 20, 2019

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	\$7,350.00	\$ 7,350.00	0.50	\$ 3,675.00	1.00	\$ 7,350.00
2	Mobilization	LS	1	\$35,000.00	\$ 35,000.00	-	\$ -	1.00	\$ 35,000.00
3	Removal of Tree	EA	3	\$1,000.00	\$ 3,000.00	-	\$ -	3.00	\$ 3,000.00
4	Off Site Topsoil	CY	410	\$32.00	\$ 13,120.00	-	\$ -	410.00	\$ 13,120.00
5	Excavation, Class 13, Waste	CY	1810	\$18.50	\$ 33,485.00	-	\$ -	1,810.00	\$ 33,485.00
6	Below Grade Excavation (Core Out)	CY	500	\$32.00	\$ 16,000.00	-	\$ -	18.35	\$ 587.20
7	Subgrade Preparation	SY	5,082	\$2.00	\$ 10,164.00	-	\$ -	5,082.00	\$ 10,164.00
8	Subbase, Modified, 4" Thick Rock for PCC Sidewalk & PCC Driveway	SY	313	\$7.00	\$ 2,191.00	-	\$ -	313.00	\$ 2,191.00
9	Subbase, Modified, 6" Thick Rock for Mainline Paving	SY	5,266	\$9.25	\$ 48,618.00	-	\$ -	5,266.00	\$ 48,618.00
10	Subbase, Macadam Stone, 6" Thick	SY	143	\$8.50	\$ 1,215.50	-	\$ -	-	\$ -
11	Subbase, Class A Crushed Stone, 4" Thick	SY	143	\$6.00	\$ 858.00	-	\$ -	-	\$ -
12	Backfilling of Curbs	LF	2,784	\$2.25	\$ 6,264.00	-	\$ -	2,784.00	\$ 6,264.00
13	Granular Trench Backfill, Porous Backfill, 12" Storm Sewer	LF	148	\$18.00	\$ 2,664.00	-	\$ -	148.00	\$ 2,664.00
14	Granular Trench Backfill, Porous Backfill, 18" Storm Sewer	LF	386	\$24.00	\$ 9,504.00	-	\$ -	386.00	\$ 9,504.00
15	Granular Trench Backfill, Porous Backfill, 24" Storm Sewer	LF	346	\$25.00	\$ 8,650.00	-	\$ -	346.00	\$ 8,650.00
16	Storm Sewer, Trenched, ADS N-12, 8" Dia.	LF	116	\$36.00	\$ 4,176.00	-	\$ -	116.00	\$ 4,176.00
17	Storm Sewer, Trenched, RCP, 12" Dia.	LF	495	\$41.00	\$ 20,295.00	-	\$ -	495.00	\$ 20,295.00
18	Storm Sewer, Trenched, RCP, 15" Dia.	LF	38	\$43.00	\$ 1,634.00	38.00	\$ 1,634.00	38.00	\$ 1,634.00
19	Storm Sewer, Trenched, RCP, 18" Dia.	LF	410	\$45.00	\$ 18,450.00	-	\$ -	410.00	\$ 18,450.00
20	Storm Sewer, Trenched, RCP, 24" Dia.	LF	401	\$57.00	\$ 22,857.00	-	\$ -	401.00	\$ 22,857.00
21	Removal of Culvert	EA	10	\$250.00	\$ 2,500.00	-	\$ -	11.00	\$ 2,750.00
22	Flared End Section, RCP, 15"	EA	1	\$850.00	\$ 850.00	1.00	\$ 850.00	1.00	\$ 850.00
23	Flared End Section, RCP, 18"	EA	1	\$900.00	\$ 900.00	-	\$ -	1.00	\$ 900.00
24	Longitudinal Subdrain, Type 2, 6"	LF	1,551	\$6.00	\$ 12,408.00	-	\$ -	1,551.00	\$ 12,408.00
25	Subdrain Cleanout, Type A-1	EA	7	\$650.00	\$ 4,550.00	-	\$ -	7.00	\$ 4,550.00
26	Subdrain Outlet, Connection to Structure	EA	9	\$250.00	\$ 2,250.00	-	\$ -	9.00	\$ 2,250.00
27	Connect Existing Sump Pump Outlet or Downspout Drain to Storm Sewer or Subdrain	EA	3	\$750.00	\$ 2,250.00	-	\$ -	6.00	\$ 4,500.00
28	Water Main, 8", PVC DR-18	LF	42	\$160.00	\$ 6,720.00	-	\$ -	42.00	\$ 6,720.00
29	Relocate Existing Fire Hydrant Assembly	EA	2	\$3,500.00	\$ 7,000.00	-	\$ -	2.00	\$ 7,000.00
30	Removal of Water Main	LF	38	\$15.00	\$ 570.00	-	\$ -	36.00	\$ 570.00
31	Gate Valve, 8"	EA	1	\$1,350.00	\$ 1,350.00	-	\$ -	1.00	\$ 1,350.00
32	Storm Sewer Manhole, Type SW-401, 48"	EA	1	\$3,500.00	\$ 3,500.00	-	\$ -	1.00	\$ 3,500.00
33	Storm Intake, Type SW-509	EA	5	\$4,700.00	\$ 23,500.00	-	\$ -	5.00	\$ 23,500.00
34	Storm Intake, Type SW-512, 24"	EA	7	\$1,800.00	\$ 12,600.00	-	\$ -	7.00	\$ 12,600.00
35	Storm Intake, Type SW-541	EA	2	\$4,550.00	\$ 9,100.00	-	\$ -	2.00	\$ 9,100.00
36	Storm Intake, Type SW-541 With SW-542 Extensions Each Way *	EA	3	\$7,150.00	\$ 21,450.00	-	\$ -	4.00	\$ 28,600.00
37	Storm Intake, Type SW-545, LO = 14"	EA	1	\$6,500.00	\$ 6,500.00	-	\$ -	-	\$ -
38	Connect to Existing Storm Structure	EA	4	\$2,000.00	\$ 8,000.00	2.00	\$ 4,000.00	4.00	\$ 8,000.00
39	PCC Curb and Gutter, 24" Wide	LF	2,784	\$20.00	\$ 55,680.00	-	\$ -	2,795.00	\$ 55,900.00
40	HMA Pavement, Base, 1/2" Mix, Standard Traffic	TONS	1,050	\$85.75	\$ 90,037.50	-	\$ -	1,010.33	\$ 86,635.80
41	HMA Pavement, Surface, 1/2" Mix, Standard Traffic	TONS	530	\$86.70	\$ 45,951.00	-	\$ -	530.60	\$ 46,003.02
42	HMA Pavement Samples and Testing	LS	1	\$500.00	\$ 500.00	-	\$ -	1.00	\$ 500.00
43	Fixture Adjustment	EA	7	\$1,500.00	\$ 10,500.00	-	\$ -	7.00	\$ 10,500.00
44	Removal of Sidewalk	SY	121	\$7.00	\$ 847.00	-	\$ -	121.00	\$ 847.00
45	Removal of Paved Driveway	SY	236	\$8.50	\$ 2,006.00	-	\$ -	236.00	\$ 2,006.00
46	PCC Sidewalk, 6"	SY	58	\$57.00	\$ 3,306.00	-	\$ -	59.36	\$ 3,383.52

# COUNCIL PACKET

Item No.	Item Description	Units	Contract Quantity	Unit Price	Contract Amount	Quantity This Estimate	Amount This Estimate	To Date Quantity	To Date Amount
47	PCC Driveway, 6" Thick	SY	255	\$47.00	\$ 11,985.00	-	\$ -	332.26	\$ 15,616.22
48	Removal of Pavement	SY	2,836	\$65.50	\$ 18,434.00	-	\$ -	2,836.00	\$ 18,434.00
49	Bituminous Seal Coat	SY	143	\$34.00	\$ 4,862.00	-	\$ -	-	-
50	Curb and Gutter Removal	LF	193	\$10.00	\$ 1,930.00	-	\$ -	193.00	\$ 1,930.00
51	Mulching for Erosion Control	ACRE	0.5	\$2,000.00	\$ 1,000.00	0.50	\$ 1,000.00	0.50	\$ 1,000.00
52	Seeding, Fertilizing and Mulching for Hydraulic Seeding, Type 2 Seed Mixture	ACRE	0.05	\$15,000.00	\$ 750.00	-	\$ -	-	\$ -
53	Sod	SQ	284	\$65.00	\$ 18,460.00	-	\$ -	-	\$ -
54	SWPPP Management	LS	1	\$2,250.00	\$ 2,250.00	-	\$ -	-	\$ -
55	Silt Fence	LF	770	\$1.70	\$ 1,309.00	-	\$ -	-	\$ -
56	Silt Fence, Clean Out Sediment	LF	770	\$0.50	\$ 385.00	-	\$ -	-	\$ -
57	Inlet Protection Device	EA	18	\$50.00	\$ 900.00	-	\$ -	6.00	\$ 300.00
58	Inlet Protection Device Maintenance	EA	18	\$25.00	\$ 450.00	-	\$ -	-	\$ -
	<b>TOTAL CONTRACT</b>				\$ 663,056.00		\$ 11,159.00		\$ 620,340.76
C.O. #2	Relocate Water Main at Ash and Buckeye STA 107+00	LS	1,000	\$2,693.21	\$ 2,693.21	-	\$ -	1,000	\$ 2,693.21
	Lower Water Main at STA 110+58.71	LS	1,000	\$4,347.65	\$ 4,347.65	-	\$ -	1,000	\$ 4,347.65
	<b>TOTAL CHANGE C.O. #2</b>				\$ 7,040.86		\$ -		\$ 7,040.86
C.O. #3	Utility Company Delays	LS	1,000	\$6,902.00	\$ 6,902.00	-	\$ -	1,000	\$ 6,902.00
	<b>TOTAL CHANGE C.O. #3</b>				\$ 6,902.00		\$ -		\$ 6,902.00
C.O. #4	Lower Sanitary Service at STA 106+38 and Sanitary Repair at STA 105+85	LS	1,000	\$2,245.64	\$ 2,245.64	-	\$ -	1,000	\$ 2,245.64
	Lower Sanitary Service and Water Service at STA 104+40	LS	1,000	\$981.66	\$ 981.66	-	\$ -	1,000	\$ 981.66
	Relocate Water Service at House #702	LS	1,000	\$1,015.00	\$ 1,015.00	-	\$ -	1,000	\$ 1,015.00
	<b>TOTAL CHANGE C.O. #4</b>				\$ 4,242.30		\$ -		\$ 4,242.30
	<b>TOTAL CONTRACT WITH CHANGE ORDERS</b>				\$ 681,241.16		\$ 11,159.00		\$ 639,525.92

\*Quantity changed with Change Order #1

Retainage 5% \$ 31,926.31

Total Value of Completed Work Less Retainage \$ 606,599.62

Pay Estimate #1 \$ 158,929.30  
 Pay Estimate #2 \$ 213,750.34  
 Pay Estimate #3 \$ 22,020.75  
 Pay Estimate #4 \$ 112,913.01  
 Pay Estimate #5 \$ 88,365.17

Previous Payments \$ 595,998.57  
 Current Payment Due \$ 10,601.05

RESOLUTION #010620-05

RESOLUTION APPROVING CHANGE ORDER #25 FOR TRIPLE B CONSTRUCTION, FOR HWY 22 IMPROVEMENTS 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 accepts this change order in the amount of \$-3750.00.

Therefore, be it resolved the City of Riverside City Council does hereby accept the Change Order #25 in the HWY 22 Improvements Project, for changes to contract required by Iowa DOT Specifications for HMA paving on primary highways. The testing of smoothness is outlined in Sec. 2316.

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

Roll Call: Schneider, Sexton, Rogers, Redlinger, McGuire

Ayes: :

Nays:

Absents:

PASSED AND APPROVED by City Council of Riverside, Iowa, on this 6th day of January, 2020

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

Allen Schneider, Mayor

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

Becky LaRoche, City Clerk



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

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 Iowa City, Iowa 52240  
 319.351.8282  
 mmsconsultants.net  
 mms@mmsconsultants.net

Environmental Specialists

Landscape Architects

Land Planners

Land Surveyors

Civil Engineers

November 13, 2019  
**Revised December 26, 2019**

2245-038

Highway 22 Improvements Project  
 Change Order #25

The following changes to the contract are required per Iowa DOT Standard Specifications for HMA paving on primary highways. The testing of smoothness of finished pavement is outlined in Section 2316.

The work is not covered by existing bid items and the specifications outline incentive/disincentive for this work. The testing was completed by the Contractor observed by MMS. The test results and incentive/disincentive which apply are attached. The changes are as follows:

**NEW BID ITEMS**

<u>Item</u>	<u>Est Quantity</u>	<u>Unit Price</u>	<u>Total Estimated Cost</u>
HMA Smoothness Incentive	1 LS	\$3,450.00	\$3,450.00
HMA Smoothness Disincentive	1 LS	-\$7,200.00	-\$7,200.00
<b>TOTAL CHANGE</b>			<b>-\$3,750.00</b>

Change to the Contract

This change order would add the above items to the contract and decrease the amount of the contract by \$3,750.00.

Reason for changes

Since the HMA work is per Iowa DOT Specifications, this incentive/disincentive would apply to this work. Of the bumps/dips shown on the attached sheet, 4 of them are located near the ends of the project and are therefore not included so only 8 of the 12 are included in the disincentive.

Approved by:

\_\_\_\_\_  
 Triple B Construction

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

2245038changeorder25-revised.docx

11/26/2019

STPN-022-2(80)-2L-92  
City of Riverside

Profilograph Report Summary

Lab No.	Lane	Location Sta.	Average Profile Index	Incentive Payment	Corrective Work Required	Bumps / Dips	Number of Bumps / Dips	Price Adjustment Per Bump / Dip	Disincentive Payment	Comments
01-Hwy22(80)-2019	WBL	515+48 474+00	6.51	\$1,700.00	Yes	Yes	3	-\$900.00	-\$2,700.00	2 possible bumps/dips within 16 feet of headers that are not the contractor responsibility? Need to verify header locations.
02-Hwy22(80)-2019	EBL	515+48 466+91	6.70	\$1,750.00	Yes	Yes	9	-\$900.00	-\$8,100.00	3 possible bumps/dips within 16 feet of headers that are not the contractor responsibility? Need to verify header locations.
<b>Totals</b>										
									-\$10,800.00	Net Total = -\$7,350.00 Price Adjustment

Notes:

Need to verify that Section 2316 - Pavement Smoothness applies to this project. It appears Pelling is using Smoothness Specifications 2316 which would be used on local projects but since this is a primary road maybe 2317 should apply. There should be a plan reference note for the paving item stating the 2316 or 2317 should apply, if the plans say 2316 than this will resolve this question.

2316.03.C Bumps / Dips: When the Contractor is not responsible for the adjoining surface, bumps and dips in the 16 feet at the end of a section will be reviewed by the Engineer. Correct all bumps and dips determined to be under the control of the Contractor and resulting from the Contractor's operations. Correction of bumps and dips determined to be beyond the control of the Contractor will be paid according to

2316.05, F: A \$900 price adjustment will be assessed for each dip not corrected in each pavement lane under Schedule A and B, except as stated in Article 2316.03, C, 3. In addition, a \$900 price adjustment will be assessed for each bump not corrected under Schedule A and B, except as stated in Article 2316.03, C, 3. Bumps and dips not corrected will also be included in the evaluation for the segment smoothness.

Scott Potiorff waived smoothness through downtown area Sta. 474+00 - Sta. 483+00



RESOLUTION #010620-06

RESOLUTION APPROVING FINAL ACCEPTANCE FROM TRIPLE B  
CONSTRUCTION FOR HWY 22 IMPROVEMENTS 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 hereby accepts the "Final Acceptance" from Triple B Construction for work performed for the HWY 22 Improvements Project.

**Therefore**, be it resolved the City of Riverside City Council does hereby approve this request for "Final Acceptance" to Triple B Construction for the HWY 22 Improvements Project.

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

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

Ayes:

Nays:

Absents:

**PASSED AND APPROVED** by City Council of Riverside, Iowa, on this 6th day of January, 2020.

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

Allen Schneider, Mayor

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

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

Environmental Specialists  
Landscape Architects  
Land Planners  
Land Surveyors  
Civil Engineers

December 30, 2019

2245-038

Mayor Schneider and City Council  
City of Riverside  
60 N Greene Street  
Riverside, Iowa 52327

Re: Highway 22 Improvements Project – Final Acceptance and Release of Retainage

Mayor Schneider and City Council,

The public improvements for this project have been constructed in substantial conformance with the project plans and specifications. All outstanding work has been completed. There is a separate agreement for review and possible replacement of sod in Spring 2020.

I recommend that this project be accepted by the council and that the final payment be approved. The retainage has been reduced by \$30,000 for the 60 days of liquidated damages and by \$7,645.50 per the sod agreement. The final payment of \$56,307.52 can be sent to the contractor once all lien waivers have been received.

Respectfully submitted,

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

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*Experts in Planning and Development Since 1975*

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Land Surveyors

Civil Engineers

December 26, 2019

2245-038

Highway 22 Improvements Project  
Closeout Agreement

Since much of the sod on the project was installed late in the Fall of 2019, it will be difficult to determine any sod areas which do not become established prior to closeout of the project.

Per SUDAS Specifications, the following criteria are used to determine acceptance of sod:

1. All requirements for the completed installation and maintenance have been met.
2. Sodded areas are healthy and even-colored, and a viable lawn is established, free from weeds, undesirable grass species, disease, and insects.
3. Sod is knit down to the soil so that it cannot be pulled up.
4. Sodded areas are without scattered bare spots and dead or dormant sod.
5. Clean up operations are completed.

The parties hereby agree to the following with regard to closing out the project:

1. The project will be closed out and the retainage released in accordance with contract requirements. \$7,645.50 of the retainage will be held by the City.
2. All sod areas will be reviewed in early May of 2020 to determine whether sod areas have become established
3. Any sod areas which have not become established, based on the criteria outlined above, shall be replaced by the Contractor prior to June 1, 2019
4. Contractor shall provide maintenance of replaced sod areas for 30 days as outlined by SUDAS specifications in 2020
5. City shall release \$7,645.50 to the Contractor once all sod areas have been accepted in Spring 2020.

Approved by:

\_\_\_\_\_  
Triple B Construction

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

2245038sodagreement.docx

**RESOLUTION #010620-07**

**RESOLUTION APPROVING FINAL PAY REQUEST #12 FOR TRIPLE B CONSTRUCTION, FOR HWY 22 IMPROVEMENTS 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 \$56,307.52 for partial payment of this project from 11/11/19 to 12/20/19.

**Therefore**, be it resolved the City of Riverside City Council does hereby accept the Pay Request #12 for work done on the Hwy 22 Improvements project with 102.41% complete.

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

**Roll Call:** Schneider, Sexton, Rodgers, Redlinger, McGuire

Ayes: :

Nays:

Absents:

**PASSED AND APPROVED** by City Council of Riverside, Iowa, on this 18<sup>TH</sup> day of November, 2019.

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

Allen Schneider, Mayor

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

Becky LaRoche, City Clerk

# COUNCIL PACKET

## CONSTRUCTION PROGRESS PAYMENT

Project Description		PN: 2245038
	<u>Highway 22 Improvements Project</u>	
Contract Date	<u>19-Aug-18</u>	
Contractor:	<u>Triple B Construction</u>	Owner: <u>City of Riverside</u>
Address:	<u>710 Ayres Progress Drive</u>	Attn: _____
City, St., Zip:	<u>Wilton, IA 52778</u>	Address: <u>60 N. Greene Street</u>
Phone:	<u>563-732-3478</u>	City, St., Zip: <u>Riverside, IA 52327</u>
Fax:	<u>563-732-2105</u>	Phone: <u>319-648-3501</u>
		Fax: _____

Estimate #	<input type="checkbox"/> 12	FOR PERIOD:	Owner PN
	<input type="checkbox"/> Partial Payment	FROM: <u>11/11/19</u>	Federal PN
	<input checked="" type="checkbox"/> Final Payment	TO: <u>12/20/19</u>	State PN

Base Contract Price	\$1,884,454.00
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Change #	1	\$25,328.50
Change #	2	(\$50.00)
Change #	3	\$1,335.00
Change #	4	\$2,300.00
Change #	5	(\$58,365.00)
Change #	6	\$5,850.00
Change #	7	\$17,621.00
Change #	8	\$24,421.75
Change #	9	\$9,138.00
Change #	10	\$1,150.00
Change #	11	\$3,952.00
Change #	12	\$19,284.00
Change #	13	\$1,278.00
Change #	14	\$10,120.00
Change #	15	\$1,725.00
Change #	16	\$1,050.00
Change #	17	\$7,280.00
Change #	18	\$6,352.50
Change #	19	\$2,062.50
Change #	20	\$4,137.00
Change #	21	\$1,480.00
Change #	22	\$415.00
Change #	23	\$450.00
Change #	24	(\$6,320.36)
Change #	25	(\$3,750.00)
Change #	26	\$1,000.00

Total Contract	\$1,963,698.89
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Materials on Hand	
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Construction Completed	\$2,011,110.30
	102.41%
Total Earned	\$2,011,110.30
Less Liquidated Damages	\$30,000.00
Less Sod Agreement	\$7,645.50
Less Previous Payment	\$1,917,157.28
Amount Due This Est	\$56,307.52

Requested by: \_\_\_\_\_  
Brad Jipp  
 Title: \_\_\_\_\_  
President/Owner  
 Date: \_\_\_\_\_

Approved by: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

Recommended by: \_\_\_\_\_  
Scott Poltorff  
 Title: \_\_\_\_\_  
Project Engineer  
 Date: \_\_\_\_\_

Attested by: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

MMS Consultants, Inc.  
 1917 South Gilbert Street, Iowa City, IA 52240

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# COUNCIL PACKET

## Highway 22 Improvements Project

12

Pay Estimate No.:

Triple B Construction

Payable to:

December 26, 2019

Date:

November 8, 2019

Week Ending:

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	\$100,000.00	\$ 100,000.00	-	\$ -	1.00	\$ 100,000.00
2	Mobilization	LS	1	\$150,000.00	\$ 150,000.00	-	\$ -	1.00	\$ 150,000.00
3	Removal of Tree	EA	1	\$500.00	\$ 500.00	-	\$ -	1.00	\$ 500.00
4	Off Site Topsoil *** 9' 14"	CY	834	\$35.00	\$ 29,190.00	-	\$ -	864.00	\$ 30,240.00
5	Excavation, Class 13, Waste **** 6' 7' 8' 9' 14"	CY	1973	\$40.00	\$ 78,920.00	-	\$ -	1,990.00	\$ 79,600.00
6	Backfilling of Curbs ****	LF	3,996	\$3.00	\$ 11,988.00	-	\$ -	3,996.00	\$ 11,988.00
7	Below Grade Excavation (Core Out)	CY	100	\$40.00	\$ 4,000.00	-	\$ -	44.50	\$ 1,780.00
8	Subgrade Preparation	SY	2,863	\$2.00	\$ 5,726.00	-	\$ -	3,096.00	\$ 6,192.00
9	Subbase, Modified, 4" Thick Rock for PCC Sidewalk, PCC Driveway and HMA Shoulder * **** 8' 9"	SY	3,542	\$6.00	\$ 21,252.00	-	\$ -	3,623.00	\$ 21,738.00
10	Subbase, Modified, 6" Thick Rock for PCC Paving * **** 12"	SY	1,798	\$8.00	\$ 14,384.00	-	\$ -	2,361.00	\$ 18,888.00
11	Subbase, Macadam Stone, 6" Thick * 12"	SY	1,401	\$8.00	\$ 11,208.00	-	\$ -	1,301.00	\$ 10,408.00
12	Subbase, Class A Crushed Stone, 4" Thick * 12"	SY	1,401	\$5.50	\$ 7,705.50	-	\$ -	1,301.00	\$ 7,155.50
13	Removal of Pedestrian Bridge	LS	1	\$1,500.00	\$ 1,500.00	-	\$ -	1.00	\$ 1,500.00
14	Removal of Fence	LF	130	\$5.00	\$ 650.00	-	\$ -	130.00	\$ 650.00
15	Granular Trench Backfill, Porous Backfill, 12" Storm Sewer	LF	48	\$9.00	\$ 432.00	-	\$ -	39.00	\$ 351.00
16	Granular Trench Backfill, Class A Crushed Stone, 12" Storm Sewer	LF	55	\$8.00	\$ 440.00	-	\$ -	-	\$ -
17	Granular Trench Backfill, Porous Backfill, 15" Storm Sewer	LF	1332	\$9.50	\$ 12,654.00	-	\$ -	1,490.00	\$ 14,155.00
18	Granular Trench Backfill, Class A Crushed Stone, 15" Storm Sewer	LF	96	\$7.50	\$ 720.00	-	\$ -	-	\$ -
19	Granular Trench Backfill, Porous Backfill, 18" Storm Sewer	LF	156	\$9.00	\$ 1,404.00	-	\$ -	192.00	\$ 1,728.00
20	Granular Trench Backfill, Class A Crushed Stone, 18" Storm Sewer	LF	121	\$8.00	\$ 968.00	-	\$ -	116.00	\$ 928.00
21	Granular Trench Backfill, Porous Backfill, 21" Storm Sewer	LF	21	\$8.00	\$ 168.00	-	\$ -	75.00	\$ 600.00
22	Granular Trench Backfill, Class A Crushed Stone, 21" Storm Sewer	LF	66	\$7.00	\$ 462.00	-	\$ -	-	\$ -
23	Granular Trench Backfill, Porous Backfill, 24" Storm Sewer	LF	298	\$11.00	\$ 3,278.00	-	\$ -	311.00	\$ 3,421.00
24	Granular Trench Backfill, Porous Backfill, 30" Storm Sewer	LF	428	\$12.50	\$ 5,350.00	-	\$ -	428.00	\$ 5,350.00
25	Granular Trench Backfill, Class A Crushed Stone, 30" Storm Sewer	LF	55	\$12.00	\$ 660.00	-	\$ -	45.00	\$ 540.00
26	Granular Trench Backfill, Porous Backfill, 36" Storm Sewer	LF	21	\$20.00	\$ 420.00	-	\$ -	21.00	\$ 420.00
27	Storm Sewer, Trenched, ADS N-12, 8" Dia. *	LF	31	\$40.00	\$ 1,240.00	-	\$ -	141.00	\$ 5,640.00
28	Storm Sewer, Trenched, RCP, 12" Dia. ****	LF	39	\$47.00	\$ 1,833.00	-	\$ -	57.00	\$ 2,679.00
29	Storm Sewer, Trenched, RCP, 15" Dia.	LF	1,487	\$49.00	\$ 72,863.00	-	\$ -	1,490.00	\$ 73,010.00
30	Storm Sewer, Trenched, RCP, 18" Dia.	LF	316	\$53.00	\$ 16,748.00	-	\$ -	308.00	\$ 16,324.00
31	Storm Sewer, Trenched, RCP, 21" Dia.	LF	75	\$59.00	\$ 4,425.00	-	\$ -	75.00	\$ 4,425.00
32	Storm Sewer, Trenched, RCP, 24" Dia. 8' 14"	LF	528	\$66.00	\$ 34,848.00	-	\$ -	536.00	\$ 35,376.00
33	Storm Sewer, Trenched, RCP, 30" Dia.	LF	473	\$98.00	\$ 41,824.00	-	\$ -	473.00	\$ 41,824.00
34	Storm Sewer, Trenched, RCP, 36" Dia.	LF	21	\$120.00	\$ 2,520.00	-	\$ -	21.00	\$ 2,520.00
35	Removal of Storm Sewer	LF	852	\$6.00	\$ 5,112.00	-	\$ -	852.00	\$ 5,112.00
36	Flared End Section, RCP, 12" ****	EA	0	\$1,100.00	\$ -	-	\$ -	-	\$ -
37	Flared End Section, RCP, 15"	EA	1	\$1,200.00	\$ 1,200.00	-	\$ -	1.00	\$ 1,200.00
38	Flared End Section, RCP, 24"	EA	3	\$1,500.00	\$ 4,500.00	-	\$ -	3.00	\$ 4,500.00
39	Longitudinal Subdrain, Type 2, 6" **** 10"	LF	2,441	\$10.00	\$ 24,410.00	-	\$ -	2,441.00	\$ 24,410.00
40	Subdrain Cleanout, Type A-1 10"	EA	5	\$300.00	\$ 1,500.00	-	\$ -	5.00	\$ 1,500.00
41	Subdrain Outlet, Connection to Structure **** 10"	EA	9	\$225.00	\$ 2,025.00	-	\$ -	9.00	\$ 2,025.00
42	Connect Existing Sump Pump Outlet or Downspout Drain to Storm Sewer or Subdrain	EA	3	\$500.00	\$ 1,500.00	-	\$ -	6.00	\$ 3,000.00
43	Water Main, 6", PVC DR-18 *** 11"	LF	61	\$37.00	\$ 2,257.00	-	\$ -	41.00	\$ 1,517.00
44	Water Main, 8", PVC DR-18 ***	LF	1,759	\$42.00	\$ 73,878.00	-	\$ -	1,759.00	\$ 73,878.00
45	Water Main, 12", PVC DR-18 ***	LF	10	\$61.00	\$ 610.00	-	\$ -	-	\$ -
46	Water Main, Trenchless, 8", Restrained Joint PVC DR-18	LF	302	\$85.00	\$ 25,670.00	-	\$ -	302.00	\$ 25,670.00

# COUNCIL PACKET

Item No.	Item Description	Units	Contract Quantity	Unit Price	Contract Amount	Quantity This Estimate	Amount This Estimate	To Date Quantity	To Date Amount
47	Cut in 12" x 8" Tee	EA	1	\$1,700.00	\$ 1,700.00	-	\$ -	1.00	\$ 1,700.00
48	Connect to Exist Water Main *** 11"	EA	6	\$1,500.00	\$ 9,000.00	-	\$ -	8.00	\$ 12,000.00
49	Water Service, Main to Curb Stop, 1" PE 200 PSI ***	EA	16	\$925.00	\$ 13,200.00	-	\$ -	16.00	\$ 13,200.00
50	Water Service, Trenchless, Main to Curb Stop on Opposite Side of Highway 22, 1" PE 200 PSI ***	EA	3	\$2,500.00	\$ 7,500.00	-	\$ -	2.00	\$ 5,000.00
51	Removal of Water Main ***	LF	609	\$5.00	\$ 3,045.00	-	\$ -	175.00	\$ 875.00
52	Exploratory Excavation for Water Main	EA	3	\$1,000.00	\$ 3,000.00	-	\$ -	5.00	\$ 5,000.00
53	Gate Valve, 6" ***	EA	2	\$950.00	\$ 1,900.00	-	\$ -	2.00	\$ 1,900.00
54	Gate Valve, 8" ***	EA	2	\$1,200.00	\$ 2,400.00	-	\$ -	2.00	\$ 2,400.00
55	Gate Valve, 12"	EA	1	\$2,500.00	\$ 2,500.00	-	\$ -	-	\$ -
56	Fire Hydrant Assembly	EA	4	\$4,300.00	\$ 17,200.00	-	\$ -	4.00	\$ 17,200.00
57	Remove Existing Fire Hydrant Assembly	EA	2	\$500.00	\$ 1,000.00	-	\$ -	2.00	\$ 1,000.00
58	Storm Sewer Manhole, Type SW-401-48"	EA	5	\$3,300.00	\$ 16,500.00	-	\$ -	6.00	\$ 19,800.00
59	Storm Intake, Type SW-512, 24"	EA	4	\$1,750.00	\$ 7,000.00	-	\$ -	5.00	\$ 8,750.00
60	Storm Intake, Type SW-541 With SW-542 Extensions Each Way	EA	7	\$5,500.00	\$ 38,500.00	-	\$ -	7.00	\$ 38,500.00
61	Storm Intake, Type SW-545, LO = 12' **	EA	11	\$5,350.00	\$ 58,850.00	-	\$ -	11.00	\$ 58,850.00
62	Storm Intake, Modified Type SW-545, LO = 12' **	EA	0	\$6,500.00	\$ -	-	\$ -	-	\$ -
63	Storm Intake, Type SW-545, LO = 12', Connect to Box Culvert	EA	1	\$6,500.00	\$ 6,500.00	-	\$ -	1.00	\$ 6,500.00
64	Storm Sewer Junction Structure	EA	1	\$10,000.00	\$ 10,000.00	-	\$ -	1.00	\$ 10,000.00
65	Connect to Existing Storm Structure 8"	EA	3	\$1,000.00	\$ 3,000.00	-	\$ -	6.00	\$ 6,000.00
66	Remove Existing Storm Manhole or Intake	EA	6	\$500.00	\$ 3,000.00	-	\$ -	6.00	\$ 3,000.00
67	PCC Pavement, 7" * ****	SY	873	\$49.00	\$ 42,777.00	-	\$ -	917.00	\$ 44,933.00
68	PCC Pavement, 10"	SY	55	\$110.00	\$ 6,050.00	-	\$ -	10.00	\$ 1,100.00
69	PCC Curb and Gutter, 24" Wide * **** 7"	LF	1,679	\$26.00	\$ 43,654.00	-	\$ -	1,911.00	\$ 49,686.00
70	Adjustment of Fixtures	EA	17	\$150.00	\$ 2,550.00	-	\$ -	20.00	\$ 3,000.00
71	Removal of Sidewalk **** 6" 9"	SY	829	\$8.00	\$ 6,632.00	-	\$ -	846.00	\$ 6,766.00
72	Removal of Paved Driveway **** 8"	SY	447	\$10.00	\$ 4,470.00	-	\$ -	447.00	\$ 4,470.00
73	PCC Sidewalk, 5" **** 6" 9"	SY	1646	\$39.00	\$ 64,194.00	-	\$ -	1,557.00	\$ 60,723.00
74	Detachable Warnings **** 6"	SF	198	\$30.00	\$ 5,940.00	-	\$ -	198.00	\$ 5,940.00
75	PCC Driveway, 6" Thick * ****	SY	445	\$47.00	\$ 20,962.00	-	\$ -	607.00	\$ 28,529.00
76	HMA Driveway, 6" Thick * 8"	SY	254	\$63.00	\$ 16,002.00	-	\$ -	251.00	\$ 15,813.00
77	Granular Shoulder and Surfacing, Class A Crushed Stone ****	TONS	460	\$25.00	\$ 11,500.00	-	\$ -	644.59	\$ 16,114.75
78	Removal of Pavement **** 7"	SY	439	\$12.00	\$ 5,268.00	-	\$ -	1,476.50	\$ 17,718.00
79	Bituminous Seal Coat * **** 12"	SY	100	\$8.00	\$ 800.00	-	\$ -	-	\$ -
80	Painted Pavement Markings, Temporary, Waterborne or Solvent	STA	124	\$30.00	\$ 3,720.00	-	\$ -	226.58	\$ 6,797.40
81	Painted Pavement Markings, Permanent, Durable	STA	122	\$60.00	\$ 7,320.00	-	\$ -	103.00	\$ 6,180.00
82	Mulching for Erosion Control	ACRE	1.0	\$750.00	\$ 750.00	-	\$ -	-	\$ -
83	Sod **** 9" 14" 15"	SQ	451	\$60.00	\$ 27,060.00	-	\$ -	849.50	\$ 50,970.00
84	SWPPP Management	LS	1	\$4,000.00	\$ 4,000.00	-	\$ -	1.00	\$ 4,000.00
85	Inlet Protection Device	EA	24.0	\$50.00	\$ 1,200.00	-	\$ -	-	\$ -
86	Inlet Protection Device Maintenance	EA	24	\$25.00	\$ 600.00	-	\$ -	-	\$ -
87	Patches By Count (Repair)	EA	10	\$500.00	\$ 5,000.00	-	\$ -	8.00	\$ 4,000.00
88	Patches, Full-Depth Repair	SY	280	\$150.00	\$ 42,000.00	-	\$ -	266.10	\$ 39,915.00
89	Base Widening, Hot Mix Asphalt Mixture ****	TONS	220	\$70.00	\$ 15,400.00	-	\$ -	320.23	\$ 22,416.10
90	Pavement Scarification 13"	SY	14250	\$5.50	\$ 78,375.00	-	\$ -	14,250.00	\$ 78,375.00
91	HMA Interlayer Base Course, 3/8"	TONS	775	\$65.00	\$ 50,375.00	-	\$ -	950.42	\$ 61,777.30
92	HMA Mixture, High Traffic, Surface Course, 1/2" Mix, Friction L-4 **** 12"	TONS	1419	\$71.00	\$ 100,749.00	-	\$ -	1,479.42	\$ 105,038.82
93	HMA Mixture, High Traffic, Intermediate Course, 1/2" Mix **** 12"	TONS	1452	\$65.00	\$ 94,380.00	-	\$ -	1,318.88	\$ 85,727.20
94	Asphalt Binder, PG 58-28S	TONS	174	\$570.00	\$ 99,180.00	-	\$ -	256.61	\$ 14,597.70
95	Asphalt Binder, PG 58-28H **** 12"	TONS	80	\$705.00	\$ 56,400.00	-	\$ -	65.08	\$ 45,881.40
96	Asphalt Binder, PG 58-34E	LS	1	\$5,500.00	\$ 5,500.00	-	\$ -	1.00	\$ 5,500.00
97	HMA Pavement Samples	LF	1925	\$39.00	\$ 75,075.00	-	\$ -	1,952.00	\$ 76,128.00
98	PCC Curb and Gutter, 48" Wide ****	EA	20	\$200.00	\$ 4,000.00	-	\$ -	24.00	\$ 4,800.00
99	Remove and Reinstall Signs	EA	20	\$200.00	\$ 4,000.00	-	\$ -	-	\$ -
	<b>TOTAL CONTRACT</b>				<b>\$ 1,910,860.50</b>		<b>\$</b>		<b>\$ 1,956,860.22</b>

COUNCIL PACKET

Item No.	Item Description	Units	Contract Quantity	Unit Price	Contract Amount	Quantity This Estimate	Amount This Estimate	To Date Quantity	To Date Amount
C.O. #1	Subbase, Special Backfill, 6" Thick *** 7"	SY	1,070,000	\$10.00	\$10,700,000	-	\$-	1,070,000	\$10,700,000
	Silt Fence/Filter Sock, Including Mobilization During Rain Events, Maintenance and Removal	LF	500,000	\$5.50	\$2,750,000	-	\$-	464,000	\$2,552,000
	TOTAL CHANGE C.O. #1				\$13,450,000		\$-		\$13,452,000
C.O. #2	Storm Intake, Type SW-509	EA	1,000	\$5,750.00	\$5,750.00	-	\$-	1,000	\$5,750.00
	Storm Intake, Type SW-510	EA	1,000	\$6,050.00	\$6,050.00	-	\$-	1,000	\$6,050.00
	TOTAL CHANGE C.O. #2				\$11,800.00		\$-		\$11,800.00
C.O. #3	Removal of Flume and Intake, Plug Storm Sewer Per SUDAS, Furnish Fall and Grade, Including Topsoil	LS	1,000	\$1,335.00	\$1,335.00	-	\$-	1,000	\$1,335.00
	TOTAL CHANGE C.O. #3				\$1,335.00		\$-		\$1,335.00
C.O. #4	Removal of Tree at 281 St. Mary's Street	LS	1,000	\$2,300.00	\$2,300.00	-	\$-	1,000	\$2,300.00
	TOTAL CHANGE C.O. #4				\$2,300.00		\$-		\$2,300.00
C.O. #5	Storm Manhole, 60"x60", with Frame and Grate	LS	1,000	\$5,850.00	\$5,850.00	-	\$-	1,000	\$5,850.00
	TOTAL CHANGE C.O. #5				\$5,850.00		\$-		\$5,850.00
C.O. #7	Remove and Cap Flared End Section	LS	1,000	\$500.00	\$500.00	-	\$-	1,000	\$500.00
	TOTAL CHANGE C.O. #7				\$500.00		\$-		\$500.00
C.O. #8	Class A Surfacing, 2" Thick	SY	1,301,000	\$3.75	\$4,878.75	-	\$-	1,301,000	\$4,878.75
	TOTAL CHANGE C.O. #8				\$4,878.75		\$-		\$4,878.75
C.O. #10	Water Main Repair 381 E 4th Street	LS	1,000	\$1,150.00	\$1,150.00	-	\$-	1,000	\$1,150.00
	TOTAL CHANGE C.O. #10				\$1,150.00		\$-		\$1,150.00
C.O. #12	Storm Intake, SW-512, 24"x24" Tee	EA	1,000	\$2,500.00	\$2,500.00	-	\$-	1,000	\$2,500.00
	Remove Flared End Section	EA	1,000	\$500.00	\$500.00	-	\$-	1,000	\$500.00
	TOTAL CHANGE C.O. #12				\$3,000.00		\$-		\$3,000.00
C.O. #14	HMA Surface Patch	TONS	40,000	\$253.00	\$10,120.00	-	\$-	45,730	\$11,569.69
	TOTAL CHANGE C.O. #14				\$10,120.00		\$-		\$11,569.69
J.C. #16	Fire Hydrant Adjustment	EACH	1,000	\$1,050.00	\$1,050.00	-	\$-	2,000	\$2,100.00
	TOTAL CHANGE C.O. #16				\$1,050.00		\$-		\$2,100.00
C.O. #17	8"x8" Tapping Sleeve and Valve	EA	1,000	\$2,900.00	\$2,900.00	-	\$-	1,000	\$2,900.00
	Water Main Testing	EA	1,000	\$900.00	\$900.00	-	\$-	-	\$-
	Cut and Cap Existing Main	EA	1,000	\$500.00	\$500.00	-	\$-	1,000	\$500.00
	TOTAL CHANGE C.O. #17				\$4,300.00		\$-		\$3,400.00
C.O. #20	Pipe Delivery Charge	EA	1,000	\$300.00	\$300.00	-	\$-	1,000	\$300.00
	Remove and Reinstall Flared End Section	EA	1,000	\$500.00	\$500.00	-	\$-	1,000	\$500.00
	TOTAL CHANGE C.O. #20				\$800.00		\$-		\$800.00
C.O. #21	Clean Ditch in Front of 260 W 1st Street	LS	1,000	\$520.00	\$520.00	-	\$-	1,000	\$520.00
	TOTAL CHANGE C.O. #21				\$520.00		\$-		\$520.00
C.O. #22	Erosion Stone at Box Culvert Near 608 E Hickory Street	LS	1,000	\$415.00	\$415.00	-	\$-	1,000	\$415.00
	TOTAL CHANGE C.O. #22				\$415.00		\$-		\$415.00
C.O. #23	Grind Out Curb Cut	LS	1,000	\$450.00	\$450.00	-	\$-	1,000	\$450.00
	TOTAL CHANGE C.O. #23				\$450.00		\$-		\$450.00
C.O. #24	Field Voids Disincentive	LS	1,000	-\$6,320.36	-\$6,320.36	-	\$-	1,000	-\$6,320.36
	TOTAL CHANGE C.O. #24				-\$6,320.36		\$-		-\$6,320.36
C.O. #25	HMA Smoothness Incentive	LS	1,000	\$3,450.00	\$3,450.00	1,000	\$250.00	1,000	\$3,450.00
	HMA Smoothness Disincentive	EA	1,000	-\$7,200.00	-\$7,200.00	1,000	\$(7,200.00)	1,000	\$(7,200.00)
	TOTAL CHANGE C.O. #25				\$(3,750.00)		\$(6,950.00)		\$(3,750.00)
C.O. #26	Relocate Two Sanitary Cleanouts	LS	1,000	\$1,000.00	\$1,000.00	-	\$-	1,000	\$1,000.00
	TOTAL CHANGE C.O. #26				\$1,000.00		\$-		\$1,000.00
	TOTAL CONTRACT WITH CHANGE ORDERS				\$1,963,698.89		\$(6,950.00)		\$2,011,110.30



COUNCIL PACKET

Item No.	Item Description	Units	Contract Quantity	Unit Price	Contract Amount	Quantity This Estimate	Amount This Estimate	To Date Quantity	To Date Amount
	* Quantity Changed with Change Order #1								
	** Quantity Changed with Change Order #2								
	*** Quantity Changed with Change Order #5								
	**** Quantity Changed with Change Order #7								
	***** Quantity Changed with Change Order #8								
	6* Quantity Changed with Change Order #9								
	7* Quantity Changed with Change Order #11								
	8* Quantity Changed with Change Order #12								
	9* Quantity Changed with Change Order #13								
	10* Quantity Changed with Change Order #15								
	11* Quantity Changed with Change Order #17								
	12* Quantity Changed with Change Order #18								
	13* Quantity Changed with Change Order #19								
	14* Quantity Changed with Change Order #20								
	15* Quantity Changed with Change Order #21								
	Pay Estimate #1		\$ 101,685.15						
	Pay Estimate #2		\$ 178,435.41						
	Pay Estimate #3		\$ 78,120.40 (Not Including Stored Materials)						
	Pay Estimate #4		\$ 116,069.10 (Not Including Stored Materials)						
	Pay Estimate #5		\$ 53,616.10 (Not Including Stored Materials)						
	Pay Estimate #6		\$ 129,499.73 (Not Including Stored Materials)						
	Pay Estimate #7		\$ 336,861.92						
	Pay Estimate #8		\$ 221,424.10						
	Pay Estimate #9		\$ 602,089.40						
	Pay Estimate #10		\$ 96,520.57						
	Pay Estimate #11		\$ 2,835.40						
	Liquided Damages (60 days) \$ 30,000.00								
	Sod Agreement \$ 7,645.50								
	Total Value of Completed Work Less Liquidated Damages and Sod Agreement \$ 1,973,464.80								
	Previous Payments \$ 1,917,157.28								
	Current Payment Due \$ 56,307.52								

**RESOLUTION #010620-08**

**RESOLUTION FOR CONTRACT FOR  
LIBRARY SERVICES FY20-21**

**WHEREAS** the City of Riverside does not have a public library in its community, so the City will contract with the Kalona Public Library for services to all Riverside residents.

**NOW, THEREFORE, BE IT RESOLVED** by the City of Riverside City Council of Riverside, IA agrees to pay the sum of \$20,954.00, \$21.10 per capita, for the Fiscal Year 2020-21, to the Kalona Public Library. All residents of the City of Riverside will be able to use all Library services.

**BE IT RESOLVED** this designation shall be effective July 1<sup>st</sup>, 2020 through June 30<sup>th</sup>, 2021.

**MOVED BY** Council Person \_\_\_\_\_, Seconded by Council Person \_\_\_\_\_ to approve the foregoing resolution.

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

Ayes:

Nays:

Absent:

Passed and approved this 6th day of January, 2020 by the City Council of Riverside, IA.

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

Attest: \_\_\_\_\_ Date \_\_\_\_\_  
Becky LaRoche, City Clerk

# *Kalona Public Library*

510 C Avenue · P.O. Box 1212 · Kalona, IA 52247  
Phone (319) 656-3501 [kaloplib@kctc.net](mailto:kaloplib@kctc.net) Fax (319) 656-3503

December 12, 2019

Riverside City Council  
Attention: City Clerk  
60 N. Greene Street  
P.O. Box 188  
Riverside, IA 52327

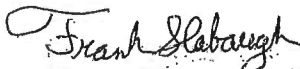
Enclosed is a new draft for the contract with the Kalona Public Library for library services for the fiscal year beginning July 1, 2020. We welcome the opportunity to provide library services for the citizens of Riverside.

We are basing our calculation of the amount this year on \$21.10 per capita. According to the latest figures available ("Iowa Public Library Statistics, July 1, 2017-June 30, 2018"), the state average for library costs for a city the size of Riverside is \$41.38 per capita. Kalona residents were paying \$72.16; Washington, \$42.80, and Wellman, \$53.83 per capita, according to the 17/18 figures. Our objective continues to be to gradually bring your contribution up to the county levels.

Based upon your population of 993 (2010 census), and using the rate of \$21.10 per capita, this would call for \$20,954.00, which is an increase of \$300.00 over the current year.

Please contact our Library Director, Anne Skaden, if you have questions (656-3501). If you wish, she would be willing to attend a meeting of your City Council to answer their questions as well.

Sincerely,



Frank Slabaugh, President  
Kalona Library Board of Trustees  
319-656-2281  
[frank.slabaugh@gmail.com](mailto:frank.slabaugh@gmail.com)

**RESOLUTION #010620-09**

**RESOLUTION APPOINTING TOM SEXTON AS MAYOR PRO TEM**

**WHEREAS** the City of Riverside has determined that it is necessary to appoint Tom Sexton as Mayor Pro Tem effective January 6<sup>th</sup>, 2020 to complete the duties described in the Mayor Pro Tem job description in the City of Riverside Code of Ordinances.

**NOW, THEREFORE, BE IT RESOLVED** by the City of Riverside City Council of Riverside, IA to designate Tom Sexton as Mayor Pro Tem, through December 31, 2020.

**MOVED BY** Councilperson \_\_\_\_\_, Seconded by Councilperson \_\_\_\_\_ to approved the foregoing resolution.

**PASSED AND APPROVED** this 6<sup>th</sup> day of January, 2020 by the City Council of Riverside, IA.

**Roll Call:** Schneider, Sexton, Rodgers, Redlinger, McGuire

Ayes:

Nays:

Absents:

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

Allen Schneider, Mayor

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

Becky LaRoche, City Clerk

**RESOLUTION #010620-10**

**RESOLUTION APPOINTING COMMITTEES FOR 2020**

**WHEREAS** the City of Riverside has determined that it is necessary to appoint Streets, Parks, Employee, Finance, Fire Dept., Planning & Zoning, 911, and Grant program Committee members effective January 6<sup>th</sup>, 2020 to complete the duties described in the City of Riverside Code of Ordinances.

**NOW, THEREFORE, BE IT RESOLVED** by the City of Riverside City Council of Riverside, IA to designate the attached list of Committee Appointments, through December 31, 2020.

**MOVED BY** Councilperson \_\_\_\_\_, Seconded by Councilperson \_\_\_\_\_ to approved the foregoing resolution.

**PASSED AND APPROVED** this 6<sup>th</sup> day of January, 2020 by the City Council of Riverside, IA.

**Roll Call:** Schneider, Sexton, Rodgers, Redlinger, McGuire

Ayes:

Nays:

Absents:

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

Allen Schneider, Mayor

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

Becky LaRoche, City Clerk

# COUNCIL PACKET

## *COMMITTEE APPOINTMENTS 1-6-2020*

### Mayor Pro Tem

Tom Sexton

### Streets Committee:

(Quarterly meetings)

Bryan Lenz

Jay Stuelke

Any Rodgers

Tom Sexton

Mayor

### Parks Committee:

(Quarterly meetings)

Bryan Lenz

Jay Stuelke

Jeanine Redlinger

Andy Rodgers

### Employee Committee:

Lois Schneider

Jeanine Redlinger

Mayor

### Finance Committee:

(Quarterly meetings)

City Clerk

City Administrator

Lois Schneider

Tom Sexton

Mayor

### Planning & Zoning:

(Monthly meetings)

Edgar McGuire

### Fire Department:

(Monthly meetings)

Edgar McGuire

Andy Rodgers

### 911, Communications, Emergency Management Committee:

Mayor

Alternate-City Administrator

### Grant Program Committee:

(Will review and recommend to council all grant applications)

Two council members

City Administrator

Mayor

Two Citizens

Planning & Zoning Commission member

RESOLUTION #010620-11

RESOLUTION APPROVING SALARY INCREASES FOR CITY OF RIVERSIDE CITY ADMINISTRATOR

Whereas, the City of Riverside City Council hereby approves a \_\_\_\_\_ salary increase for the City Administrator effective the first day of the next pay period.

Therefore, be it resolved the City of Riverside City Council does hereby approve the proposed \_\_\_\_\_ salary increase.

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

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

Ayes:

Nays:

Absents:

Passed by the City Council of Riverside, Iowa and approved this 6<sup>th</sup> day of January, 2020.

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

Allen Schneider

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

Becky LaRoche, City Clerk