

**CITY OF RIVERSIDE COUNCIL MEETING AGENDA**  
**RIVERSIDE FIRE DEPARTMENT**  
**271 E 1<sup>ST</sup> ST**

REGULAR MEETING - Monday, October 19, 2020 - 6:00 P.M.

The meeting will be recorded and can be viewed live by visiting the city web site at [www.riversideiowa.gov](http://www.riversideiowa.gov)

**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 10-5-2020
  - b. Expenditures for 10-19-2020
  - c. Fire Department Monthly Report
4. **Public forum:** 3 minutes per person. See guidelines for public comments at the Clerk's table.
5. MMS Consultants report
  - a. Updates on 4<sup>th</sup> Street Project-punch list
  - b. Updates on Safe Routes to School Project-punch list
6. Public Hearings, Resolutions
  - a. Resolution #101920-01 Change Order #10 J&L Construction \$7,750.00 **pg. 11**
  - b. Resolution #101920-02 Pay Request #6 J&L Construction \$61,004.25 **pg. 14**
  - c. Resolution #101920-03 Pay Request #3 All American Concrete \$31,030.30 **pg.18**
  - d. Public Hearing for Code Changes-No Parking
  - e. Resolution #101920-04 First Reading Code Changes-No Parking **pg. 22**
  - f. Resolution #101920-05 Approve listing of city owned property for sale **pg. 38**
  - g. Resolution #101920-06 Approve Proposal-Carl A Nelson & Company **pg. 60**
  - h. Resolution #101920-07 Fire Department Alarm Proposal **pg. 64**
7. PeopleService Inc
8. Use of City Hall for Meetings-
  - a. 4-H-Riverboat Room
  - b. Boy Scouts-Council Chambers
  - c. Cindy Rogerson-Card making group-Riverboat Room
9. Residential Grant Application Approvals
10. City Administrator's report
  - a. Monthly Financials
  - b. FEMA/State grants
  - c. New city truck update
  - d. Council, P&Z work session 10/26 6:00 p.m.
  - e. Residential grant applications funding
11. Motion to adjourn

Meeting attendees are asked to maintain 6 ft. distance from other attendees who don't live in their household. Masks are required when distancing cannot be maintained. Those wishing to provide comments for the public forum without attending the meeting can submit them by email to [admin@cityofriversideiowa.com](mailto:admin@cityofriversideiowa.com), by phone at 319-648-3501, or in the City Hall dropbox up to 30 minutes prior to the meeting.

# COUNCIL PACKET

RIVERSIDE CITY COUNCIL MEETING: Monday, October 5, 2020

The Riverside City Council meeting opened at 6:03 p.m. at the Riverside Fire Department with Mayor Allen Schneider requesting roll call. Council present: Tom Sexton, Jeanine Redlinger, Edgar McGuire, Andy Rodgers, and Lois Schneider.

Motion made by Sexton, second by McGuire to approve agenda. All yes. Motion carried 5-0.

Request from Redlinger to remove item (d) from the Consent Agenda and for council consideration separately. Motion made by Schneider, second by McGuire to approve Consent Agenda with changes. Roll call vote. All yes. Motion carried 5-0.

Motion made by Sexton, second by McGuire to approve Dollar General #21630 Cigarette Permit. Sexton, McGuire, Schneider, Rodgers yes, Redlinger no. Motion carried 4-1.

Open forum: Christine Kirkwood questioned council on tree trimming plan. Yancey replied 27 letters sent out previously, those not complying will receive another letter this week giving one week to comply with the ordinance.

Motion made by Sexton, second by Redlinger to approve Resolution #100520-02 to set public hearing for code changes-no parking for October 19, 2020 at 6:00 p.m. Roll call vote. All yes. Motion carried 5-0.

Scott Pottorff provided updated to council on 4<sup>th</sup> Street Project. Project nearing completion and should be ready soon for final walk through and punch list.

Motion made by Rodgers, second by Redlinger to approve Resolution #100520-05, Change Order #8 to the 4<sup>th</sup> St Project, J & L Construction, for seed, fertilize, and hydro mulch in the amount of \$1,120.00. Roll call. All yes. Motion carried 5-0.

Motion made by Redlinger, second by McGuire to approve Resolution #100520-06, Change Order #9 to the 4<sup>th</sup> St Project, J & L Construction, for replacement of sidewalk panel at 280 N Ella St in the amount of \$100.00. Roll call. All yes. Motion carried 5-0.

Scott Pottorff provided an update on the Safe Routes to School Project.

Motion made by Redlinger, second by Schneider to approve Resolution #100520-07, Change Order #1, All American, for additional quantities for excavation, topsoil, and sod in the amount of \$12,340.00. Roll call. All yes. Motion carried 5-0.

Motion made by Sexton, second by Rodgers, to approve bid from LL Pelling for crosswalks on the Safe Routes to School Project, additional handicap parking on Hwy 22, no parking markings at corner of Hwy 22 and Glasgow, and repainting of current blue handicap markings in the amount of \$3,2440.00. All yes. Motion carried 5-0.

Motion made by McGuire, second by Rodgers to approve Resolution #100520-03, donation of Riverside Ambulance to Washington County. Roll call. All yes. Motion carried 5-0.

Dan Culp, representing Carl A Nelson & Company, gave a presentation on the community center proposal.

## COUNCIL PACKET

Motion made by McGuire, second by Sexton to approve Resolution #100520-04 to accept bid from Rhino Industries for Membrane Replacement Project in the amount of \$81,523.08. Roll Call. Rodgers, Sexton, McGuire, and Schneider yes, Redlinger no. Motion carried 4-1. Redlinger opposed as she thought the city should have accepted the low bid.

Motion made by Redlinger, second by McGuire to approve the Residential Grant Application in the amount of \$835.00. All yes. Motion carried 5-0.

Yancey provided updated information from the CDC on Halloween, rental property sale update, grant update, new city truck update, packet distribution, different option for grants.

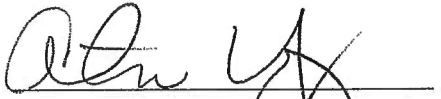
Motion made by McGuire, second by Redlinger to approve vacation request for City Administrator 10/26-10/28/2020. All yes. Motion carried.

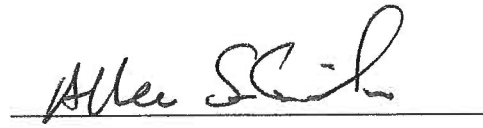
Motion made by Redlinger, second by Rodgers to adjourn. All yes. Motion carried 5-0. Meeting adjourned at 8:22 p.m.

Full content of Council Meetings can be viewed on the City website at [riversideiowa.gov](http://riversideiowa.gov).

Next Council Meeting-Monday, October 19, 2020 at 6:00 p.m. at the Fire Department.

ATTEST:

  
Christine Yancey, City Administrator

  
Allen Schneider, Mayor

# COUNCIL PACKET

EXPENDITURES 10-19-20					
COUNCIL MEETING	UNPAID BILLS:				
1	CORE & MAIN	WP REPAIRS	600-5-810-6374	\$	576.92
2	DNR	WATER PERMIT 2021	600-4-810-4-4190	\$	95.00
3	FASTENAL	SHOP	001-5-210-6371	\$	39.40
4	HAWKEYE FIRE & SAFETY	RVFD	002-5-150-6356	\$	244.00
5	IOWA PUMP WORKS	LS SERVICE	610-5-815-6374	\$	2,105.00
6	IOWA SOLUTIONS	RVFD	002-5-150-6340	\$	885.00
7	IOWA SOLUTIONS	CITY HALL	001-5-650-6497	\$	1,000.80
8	IPI	STREET SIGNS	110-5-210-6415	\$	127.16
9	JOHNSON COUNTY REFUSE	SERVICE	670-5-840-6499	\$	6,761.50
10	JOHNSON COUNTY REFUSE	YARD BAGS	670-5-840-6372	\$	46.50
11	LEAF	COPIER LEASE	001-5-650-6496	\$	156.50
12	LL PELLING CO	114TH STREET	110-5-210-6417	\$	2,118.30
13	MMS	ASH/TUPELO	301-5-750-6789	\$	2,280.25
14	MMS	4TH STREET	301-5-750-6777	\$	6,562.96
15	MMS	PARKS PLAN	301-5-750-6779	\$	5,000.00
16	MUNICIPAL SUPPLY	WP REPAIRS	600-5-810-6374	\$	404.85
17	MUNICIPAL	CARD READER	001-5-650-6497	\$	125.00
18	PAWS & MORE	3RD QTR	001-5-190-6413	\$	212.00
19	PRECISION ELECTRIC	CITY HALL	001-5-650-6310	\$	118.90
20	PRECISION ELECTRIC	RED BARN	001-5-430-6320	\$	135.78
21	PRECISION ELECTRIC	PARK LIGHT	001-5-430-6320	\$	1,170.50
22	PRECISION ELECTRIC	KIRK LIGHT	145-5-650-6422	\$	1,170.50
23	REC	SIGN	001-5-520-6510	\$	84.19
24	REC	LIFT STATION	610-5-815-6371	\$	73.40
25	REC	WW PLANT	610-5-815-6371	\$	3,046.30
26	REC	SHOP	001-5-210-6371	\$	45.42
27	REC	WATER PLANT	600-5-810-6371	\$	1,924.10
28	REC	TRAFIC LIGHT	001-5-230-6371	\$	163.36
29	REC	CASINO L/S	610-5-815-6371	\$	192.60
30	RELIANT FIRE APPARATUS	TRUCK 161	002-5-150-6352	\$	275.00
31	RIVERSIDE GRAIN	DITCH SEEDING	110-5-210-6417	\$	59.50
32	SCHIMBERG CO	WP REPAIRS	600-5-810-6374	\$	129.32
33	SCHNOEBELEN INC	PARKS	001-5-430-6332	\$	112.83
34	SINCLAIR	JD MOWER	600-5-810-6321	\$	232.35
35	STANDARD PEST CONTROL	SERVICE	001-5-650-6310	\$	60.00
36	STUTSMAN	PARKS	001-5-430-6325	\$	60.00
37	VISA	PARKS	001-5-430-6323	\$	135.23
38	VISA	USTREAM	001-5-650-6494	\$	198.00
39	VISA	GoToMeeting BUSINESS	001-5-650-6497	\$	5.30
40	VISA	LEAGUE CONFERENCE	001-5-650-6240	\$	675.00
41	WA. CO. AUDITOR	4TH QTR LAW CONTRACT	001-5-110-6499	\$	24,332.50
42	WA. CO. RECORDER	RECORDING	001-5-650-6401	\$	12.00
43	WA. CO. RECORDER	ATV REGISTER	001-5-210-6331	\$	18.75
44	YOTTY	PARKS	001-5-430-6325	\$	52.56
45	*****	<b>TOTAL BILLS</b>		<b>\$</b>	<b>63,224.53</b>
46					
47		PAID BILLS:			
48	IOWA DEPT OF REVENUE	IOWA WITHHOLDINGS - 2020 SEPT	\$	682.00	
49	IOWA DEPT OF REVENUE	IOWA SALES TAX - 2020 SEPT	\$	1,276.00	
50	IOWA DEPT OF REVENUE	IOWA WET TAX - 2020 SEPT	\$	1,994.00	
51	IPERS	CONTRIBUTIONS - 2020 SEPT	\$	2,656.60	
52	IRS	941 TAX DEPOSIT - 2020 SEPT	\$	3,614.03	
53	PAYROLL	PAYROLL - 2020 SEPT	\$	12,408.30	
54	1ST NAT'L BANK	HEALTH SAVINGS ACCOUNT	\$	1,500.00	
55		TOTAL PAID BILLS		\$	24,130.93
56	*****	<b>TOTAL EXPENDITURES</b>		<b>\$</b>	<b>87,355.46</b>
57					
58					
59	GENERAL FUND		\$	28,914.02	
60	FIRE DEPARTMENT		\$	1,404.00	
61	ROAD USE FUND		\$	2,304.96	
62	CASINO FUNDS		\$	1,170.50	
63	DEBT SERVICE		\$	-	
64	CAPITAL PROJECTS		\$	13,843.21	
65	WATER FUND		\$	3,362.54	
66	SEWER FUND		\$	5,417.30	
67	GARBAGE		\$	6,808.00	
68	<b>TOTAL EXPENDITURES</b>		<b>\$</b>	<b>63,224.53</b>	
69					

# COUNCIL PACKET

70					
71					
72	MTD TREASURERS REPORT	9/30/2020	REVENUES	EXPENSES	BALANCE
73	GENERAL FUND		\$ 78,135.63	\$ 48,435.54	\$ 285,206.44
74	FIRE DEPT FUND		\$ 3,000.00	\$ 4,393.71	\$ 83,921.75
75	ROAD USE TAX FUND		\$ 14,102.29	\$ 1,002.36	\$ 194,219.07
76	LOCAL OPTION SALES TAX		\$ 10,219.44	\$ 125,000.00	\$ 156,821.56
77	CASINO REVENUE RUND		\$ 42,561.49	\$ 100,555.35	\$ 212,578.06
78	DEBT SERVICE		\$ -	\$ -	\$ -
79	CAPITAL PROJECTS FUND		\$ 75,000.00	\$ 319,278.24	\$ (76,389.98)
80	COMMUNITY CENTER FUNDS		\$ 100,113.50	\$ -	\$ 1,014,318.88
81	WATER FUND		\$ 37,876.16	\$ 26,461.10	\$ 541,716.02
82	SEWER FUND		\$ 34,615.71	\$ 22,279.28	\$ 272,660.40
83	GARBAGE/LANDFILL FUND		\$ 6,882.30	\$ 7,297.50	\$ 9,686.08
84	STORM WATER FUND		\$ 1,578.26	\$ -	\$ 9,331.00
85	<b>TOTAL</b>		<b>\$ 404,084.78</b>	<b>\$ 654,703.08</b>	<b>\$ 2,704,069.28</b>

**RIVERSIDE FIRE  
DEPARTMENT**

**FIRE / RESCUE / EMS / HAZMAT**



**September 2020 Update**

**Calls for Service:**

Medicals - 13  
Structure Fires – 1  
Motor Vehicle Accidents – 3

**Total calls – 17 calls for service in September**

RFD responded to a mix of calls for the month of July, the call volume has picked back up since the start of COVID.

**Training:**

The members trained on Vent Enter Search which an aggressive fire ground search technique for rescuing trapped victims in a fire. The members also trained on ladder carries, raises and thermal imaging camera for fire ground size up. This training was all done under live fire conditions at the RFD training center.

**RESA:**

The members started working on some new fundraisers they include a community support T- Shirt, calendars and silent auction ideas. The members are also looking at doing a mailing for donations and possibly a drive thru meal.

**Other News**

The new truck was ordered should take 6-8 weeks to arrive, then it will have the lights, siren, graphics, topper and slideout installed. This work will take another 3-4 weeks. The ambulance response times are included for the months of July, August and September. The average from time of call/dispatch to WCA on scene for the 3 month period is 20.82 minutes. These times come directly from dispatch in the call report. The command staff is also working on conducting building pre plans for all business and multi family dwellings in our district. This process will include a building walk through/inspection, update contact info and location of utility services.

**“WE”RE STILL HERE AND READY TO RESPOND”**

Thanks  
Chief Smothers

# Riverside Volunteer Fire Department (IA)



Riverside, IA

This report was generated on 10/8/2020 1:56:23 PM

**Average Transfer Time (Alarm to Patient Transfer) for Date Range**

Start Date: 07/01/2020 | End Date: 09/30/2020

DEPARTMENT	AVERAGE TRANSFER TIME (min)
Riverside Volunteer Fire Department (IA)	20.82

**Average Transfer Time (Alarm to Patient Transfer) for Date Range**

Start Date: 07/01/2020 | End Date: 07/31/2020

DEPARTMENT	AVERAGE TRANSFER TIME (min)
Riverside Volunteer Fire Department (IA)	24.00

**Average Transfer Time (Alarm to Patient Transfer) for Date Range**

Start Date: 08/01/2020 | End Date: 08/31/2020

DEPARTMENT	AVERAGE TRANSFER TIME (min)
Riverside Volunteer Fire Department (IA)	18.72

**Average Transfer Time (Alarm to Patient Transfer) for Date Range**

Start Date: 09/01/2020 | End Date: 09/30/2020

DEPARTMENT	AVERAGE TRANSFER TIME (min)
Riverside Volunteer Fire Department (IA)	17.04

AVERAGE TRANSFER TIME calculated from the average time difference between ALARM and TRANSFER OF PATIENT CARE times on Basic Info 4. Only REVIEWED incidents with an INCIDENT TYPE between 300-399 included in calculation. NEMSIS 2 and NEMSIS 3 Incidents Included.



# COUNCIL PACKET

## City Admin

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**From:** Chad Smothers <chadsmothers.cs@gmail.com>  
**Sent:** Tuesday, October 13, 2020 8:48 AM  
**To:** Mayor  
**Cc:** City Admin; Becky LaRoche; Curtis Sexton; Toby Hancock  
**Subject:** Re: RFD Sept. update  
**Attachments:** RFD Average Response Time July.Sept..pdf; RFD Average Turnout Time (Dispatch to Enroute) July.Sept..pdf

Mayor, I am attaching the information you requested on call times, it includes turnout time and total response time. The reports are for the same date range as the ones for WCA, the reports for us include all calls. The turnout time is dispatch time to enroute time, so that is how long it takes to get members from home, work or wherever they are to the station and out the door. The other report is total response time which is time of dispatch to arrival on scene. The times are from dispatch call log, the thing to remember is that we are not a staffed station like the ambulance and have people sitting here ready to go. If you have questions let me know, I have found that NFPA standard recommends that a volunteer FD be on scene in 15 mins or less.

Thanks  
Chief Smothers

On Mon, Oct 12, 2020 at 6:56 PM Mayor <[mayor@cityofriversideiowa.com](mailto:mayor@cityofriversideiowa.com)> wrote:  
Thanks, Chief Smothers. Can you also provide the average times from alarm to arrival on site for our services?

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**From:** "Chad Smothers" <[chadsmothers.cs@gmail.com](mailto:chadsmothers.cs@gmail.com)>  
**Sent:** Monday, October 12, 2020 8:48 AM  
**To:** "Mayor" <[mayor@cityofriversideiowa.com](mailto:mayor@cityofriversideiowa.com)>, "City Admin" <[admin@cityofriversideiowa.com](mailto:admin@cityofriversideiowa.com)>, "Becky LaRoche" <[becky@cityofriversideiowa.com](mailto:becky@cityofriversideiowa.com)>, "Curtis Sexton" <[Sextoncrs@gmail.com](mailto:Sextoncrs@gmail.com)>, "Toby Hancock" <[tobyhancock9@gmail.com](mailto:tobyhancock9@gmail.com)>  
**Subject:** RFD Sept. update

All, I am attaching the RFD September update along with response time avg. for WCA over the last 3 months. If you have questions let me know.

Thanks  
Chief Smothers



# Riverside Volunteer Fire Department (IA)



Riverside, IA

This report was generated on 10/13/2020 8:22:24 AM

## Average Response Time for Agency for Date Range

Start Date: 07/01/2020 | End Date: 09/30/2020

AGENCY	AVERAGE RESPONSE TIME MM:SS (Dispatch to Arrived)
Riverside Volunteer Fire Department (IA)	10:09

Only REVIEWED incidents included



# Riverside Volunteer Fire Department (IA)

Riverside, IA

This report was generated on 10/13/2020 8:33:56 AM



## Average Turnout Time (Dispatch to Enroute) for Agency for Date Range

Start Date: 07/01/2020 | End Date: 09/30/2020

AGENCY NAME	TURNOUT TIME in minutes (Dispatch to Enroute)
Riverside Volunteer Fire Department (IA)	7:16

Report calculates the average time difference between DISPATCH and ENROUTE.  
Only REVIEWED Incidents where ENROUTE time is provided are included.



emergencyreporting.com  
Doc Id: 678  
Page # 1

4<sup>th</sup> and Ella St. intersection water

1. Why doesn't installed grate system go all the way from curb to curb?
2. Watch video, entire council, administrator, Mayor, confer with each other - Reply to me what your findings are! When changes will be? Date
3. Gehos side walk and curb - too high, water doesn't run down north edge of street!
4. Not enough raised tip of concrete at sidewalk, south side of street - NS sidewalk!
5. concrete at south corner not enough fall to drain opening - from east end ~~to~~ drain to east side of NS sidewalk water runs down sidewalk
6. All this water that gets on sidewalk ends up in home owners yard
7. EW sidewalk opening also has street water on it, videos of water have already been given to city, find and rewatch them please! Everyone!

Leon Miller 10-13-2020

COUNCIL PACKET

RESOLUTION #101920-01

RESOLUTION APPROVING CHANGE ORDER #10 TO  
J&L CONSTRUCTION FOR THE 4<sup>TH</sup> STREET PROJECT

**Whereas**, the City of Riverside City at the recommendation of the City Engineering Firm, MMS Consultants, Scott Pottorff and it is the opinion of the City Engineering Firm that the City Council accept this change order in the amount of \$7750.00

**Therefore**, be it resolved the City of Riverside City Council does hereby accept the Change Order #10 to document the extra retaining wall and sod that were installed.

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

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

Ayes:

Nays:

Absents:

**PASSED AND APPROVED** by City Council of Riverside, Iowa, on this 19<sup>th</sup> day October, 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

October 14, 2020

2245-045

4th Street Improvements Project  
Change Order #10

The following changes to the contract are requested to document the extra retaining wall and sod that were installed.

This extra work is covered by existing unit prices. The changes required is as follows:

**ADDITIONAL QUANTITY**

<u>Item</u>	<u>Est Quantity</u>	<u>Unit Price</u>	<u>Total Estimated Cost</u>
Sod	25 SQ	\$70.00	\$1,750.00
Modular Block Retaining Wall	120 SF	\$50.00	\$6,000.00
<b>TOTAL CHANGE</b>			<b>\$7,750.00</b>

Change to the Contract

This change order would change the quantities of the above items in the contract and increase the amount of the contract by \$7,750.00.

Reason for changes

The additional sod quantity was needed to restore all disturbed areas. There was a little extra on the west end of 4<sup>th</sup> Street on the north side and a little extra at the north end of Rose on the west side which may not have been included in the estimated quantity.

The retaining wall at 310 N Rose Street is a little longer to the west than the plans showed as well as about one block higher along the entire length to match the grade better. The retaining wall at 381 E 4<sup>th</sup> Street is about one block higher as well to match existing grade. Both walls have blocks below grade (as recommended by the retaining wall manufacturer) which are to be paid but may have not been included in the estimated quantity.

Approved by:

\_\_\_\_\_  
J&L Construction

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

2245045changeorder10.docx

# COUNCIL PACKET

## City Admin

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**From:** Scott Pottorff <S.pottorff@mmsconsultants.net>  
**Sent:** Wednesday, October 14, 2020 12:45 PM  
**To:** nancy@jlconstr.com  
**Cc:** admin@cityofriversideiowa.com  
**Subject:** Change Order #10 - 4th Street Improvements Project  
**Attachments:** 2245045changeorder10.pdf

Please find attached change order #10 for the 4th Street Project. This change order is to document the overrun for sod and retaining wall. Please mail or hand deliver three original signed copies of this to City Hall before Monday night.

Feel free to contact me with any questions.



**Scott Pottorff, P.E.**

*Project Manager*

Ofc: (319) 351-8282

Direct: (319) 339-4153

Cell: (319) 631-0365

[S.pottorff@mmsconsultants.net](mailto:S.pottorff@mmsconsultants.net)

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

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COUNCIL PACKET

RESOLUTION #101920-02

RESOLUTION APPROVING PAY REQUEST #6 FOR J&L  
CONSTRUCTION, LLC, FOR 4<sup>th</sup> STREET  
CONSTRUCTION PROJECT

**Whereas**, the City of Riverside City at the recommendation of the City Engineering Firm, MMS Consultants, Scott Pottorff and it is the opinion of the City Engineering Firm that the City Council accept this pay request #6 in the amount of \$61004.25 for payment of this project.

**Therefore**, be it resolved the City of Riverside City Council does hereby accept the Pay Request #6 for work done on the 4<sup>TH</sup> Street project from 9/16/20 to 10/9/20, with 97.58% complete.

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 19<sup>th</sup> day of October, 2020.

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

Allen Schneider, Mayor

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

Becky LaRoche, City Clerk

# COUNCIL PACKET

## CONSTRUCTION PROGRESS PAYMENT

Project Description		PN:	2245045
Contract Date	<u>4th Street Improvements</u>		
	<u>16-Apr-20</u>		
Contractor:	<u>J&amp;L Construction</u>	Owner:	<u>City of Riverside</u>
Address:	<u>1971 Lexington Boulevard</u>	Attn:	<u></u>
City, St., Zip:	<u>Washington, IA 52353</u>	Address:	<u>60 N. Greene Street</u>
Phone:	<u>319-653-3597</u>	City, St., Zip:	<u>Riverside, IA 52327</u>
Fax:	<u>319-653-2410</u>	Phone:	<u>319-648-3501</u>
		Fax:	<u></u>

Estimate #	<input type="checkbox"/> 6	FOR PERIOD:	Owner PN
	<input checked="" type="checkbox"/> Partial Payment	FROM: <u>9/16/20</u>	Federal PN
	<input type="checkbox"/> Final Payment	TO: <u>10/9/20</u>	State PN

Base Contract Price	\$875,061.25
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Materials on Hand	\$ -
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Change #	1	\$442.75
Change #	2	\$4,507.00
Change #	3	\$3,500.00
Change #	4	\$2,830.00
Change #	5	\$715.00
Change #	6	\$1,088.00
Change #	7	\$750.00
Change #	8	\$1,120.00
Change #	9	\$100.00

Construction Completed	\$868,537.00
	97.58%
Total Earned	\$868,537.00
Less Retainage	\$43,426.85
Less Previous Payment	\$764,105.90
Amount Due This Est	\$61,004.25

Total Contract	\$890,114.00
----------------	--------------

Requested by: \_\_\_\_\_  
 Title: Jay Peiffer  
 Date: \_\_\_\_\_

Recommended by: \_\_\_\_\_  
 Title: Scott Pottorff  
 Date: \_\_\_\_\_

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

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

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

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# COUNCIL PACKET

## 4th Street Improvements Project

6

Pay Estimate No.:

J&L Construction

Payable to:

Date: October 14, 2020

Week Ending: October 9, 2020

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	\$4,100.00	\$ 4,100.00	-	\$ -	1.00	\$ 4,100.00
2	Mobilization	LS	1	\$46,500.00	\$ 46,500.00	-	\$ -	1.00	\$ 46,500.00
3	Removal of Tree	EA	22	\$650.00	\$ 14,300.00	-	\$ -	22.00	\$ 14,300.00
4	Removal of Shrub	EA	7	\$105.00	\$ 735.00	-	\$ -	7.00	\$ 735.00
5	Off Site Topsoil	CY	600	\$35.00	\$ 21,000.00	195.00	\$ 6,825.00	595.00	\$ 20,825.00
6	Excavation, Class 13, Waste	CY	2370	\$19.00	\$ 45,030.00	-	\$ -	2,370.00	\$ 45,030.00
7	Below Grade Excavation (Core Out)	CY	500	\$55.00	\$ 27,500.00	-	\$ -	-	\$ -
8	Subgrade Preparation	SY	5,222	\$3.25	\$ 16,971.50	-	\$ -	5,222.00	\$ 16,971.50
9	Subbase, Modified, 4" Thick Rock for PCC Sidewalk & PCC Driveway **	SY	1,385	\$8.00	\$ 11,080.00	-	\$ -	1,389.00	\$ 10,962.00
10	Subbase, Modified, 6" Thick Rock for PCC and HMA Paving *	SY	5,257	\$9.00	\$ 47,313.00	-	\$ -	5,257.00	\$ 47,313.00
11	Backfilling of Curbs	LF	2,375	\$15.00	\$ 35,625.00	-	\$ -	2,375.00	\$ 35,625.00
12	Granular Trench Backfill, Class A Crushed Stone, 12" Storm Sewer	LF	205	\$22.00	\$ 4,510.00	-	\$ -	205.00	\$ 4,510.00
13	Granular Trench Backfill, Class A Crushed Stone, 15" Storm Sewer	LF	31	\$22.00	\$ 682.00	-	\$ -	31.00	\$ 682.00
14	Granular Trench Backfill, Porous Backfill, 8" Storm Sewer	LF	88	\$25.00	\$ 2,200.00	-	\$ -	88.00	\$ 2,200.00
15	Granular Trench Backfill, Porous Backfill, 12" Storm Sewer	LF	237	\$25.00	\$ 5,925.00	-	\$ -	237.00	\$ 5,925.00
16	Granular Trench Backfill, Porous Backfill, 15" Storm Sewer	LF	128	\$25.00	\$ 3,200.00	-	\$ -	128.00	\$ 3,200.00
17	Storm Sewer, Trenched, ADS N-12, 8" Dia.	LF	326	\$33.00	\$ 10,758.00	-	\$ -	326.00	\$ 10,758.00
18	Storm Sewer, Trenched, ADS N-12, 12" Dia.	LF	250	\$36.00	\$ 9,000.00	-	\$ -	250.00	\$ 9,000.00
19	Storm Sewer, Trenched, RCP or Polypropylene, 12" Dia.	LF	442	\$37.00	\$ 16,354.00	-	\$ -	442.00	\$ 16,354.00
20	Storm Sewer, Trenched, RCP or Polypropylene, 15" Dia.	LF	199	\$40.00	\$ 7,960.00	-	\$ -	199.00	\$ 7,960.00
21	Storm Sewer, Trenched, RCP or Polypropylene, 18" Dia.	LF	79	\$44.00	\$ 3,476.00	-	\$ -	79.00	\$ 3,476.00
22	Removal of Culvert	EA	6	\$300.00	\$ 1,800.00	-	\$ -	6.00	\$ 1,800.00
23	Flared End Section, RCP, 18"	EA	1	\$900.00	\$ 900.00	-	\$ -	1.00	\$ 900.00
24	Longitudinal Subdrain, Type 2, 6"	LF	1,495	\$9.75	\$ 14,576.25	-	\$ -	1,495.00	\$ 14,576.25
25	Subdrain Cleanout, Type A-1	EA	9	\$430.00	\$ 3,870.00	-	\$ -	9.00	\$ 3,870.00
26	Subdrain Outlet, Connection to Structure	EA	10	\$110.00	\$ 1,100.00	-	\$ -	10.00	\$ 1,100.00
27	Connect Existing Sump Pump Outlet or Downspout Drain to Storm Sewer or Subdrain	EA	3	\$250.00	\$ 750.00	-	\$ -	3.00	\$ 750.00
28	Water Main, 6" PVC DR-18 *	LF	1,057	\$41.00	\$ 43,337.00	-	\$ -	1,057.00	\$ 43,337.00
29	Water Main, Trenchless, 6", Restrained Joint PVC DR-18	LF	85	\$85.00	\$ 7,225.00	-	\$ -	85.00	\$ 7,225.00
30	Install 6" x 6" Tee	EA	2	\$1,800.00	\$ 3,600.00	-	\$ -	2.00	\$ 3,600.00
31	Remove Existing Valve and Tee and Install Sleeve	EA	1	\$2,000.00	\$ 2,000.00	-	\$ -	1.00	\$ 2,000.00
32	Remove Existing Valve Box	EA	2	\$300.00	\$ 600.00	-	\$ -	2.00	\$ 600.00
33	Connect to Existing Water Main	EA	1	\$1,800.00	\$ 1,800.00	-	\$ -	1.00	\$ 1,800.00
34	Water Service, Main to Curb Stop, 1" PE 200 PSI	EA	8	\$800.00	\$ 6,400.00	-	\$ -	8.00	\$ 6,400.00
35	Water Service, Main to Curb Stop on Opposite Side of Street, 1" PE 200 PSI	EA	8	\$1,630.00	\$ 13,040.00	-	\$ -	9.00	\$ 14,670.00
36	Exploratory Excavation for Water Main	EA	1	\$1,800.00	\$ 1,800.00	-	\$ -	1.00	\$ 1,800.00
37	Gate Valve, 6"	EA	3	\$850.00	\$ 2,550.00	-	\$ -	3.00	\$ 2,550.00
38	Fire Hydrant Assembly	EA	1	\$4,050.00	\$ 4,050.00	-	\$ -	1.00	\$ 4,050.00
39	Remove Existing Fire Hydrant Assembly	EA	1	\$300.00	\$ 300.00	-	\$ -	1.00	\$ 300.00
40	Storm Sewer Manhole, Type SW-401, 48"	EA	1	\$4,000.00	\$ 4,000.00	-	\$ -	1.00	\$ 4,000.00
41	Storm Intake, Type SW-509	EA	8	\$4,500.00	\$ 36,000.00	-	\$ -	9.00	\$ 40,500.00
42	Storm Intake, Type SW-512, 24"	EA	7	\$1,500.00	\$ 10,500.00	-	\$ -	7.00	\$ 10,500.00
43	Storm Intake, Type SW-541	EA	4	\$5,800.00	\$ 23,200.00	-	\$ -	3.00	\$ 17,400.00
44	Storm Intake, Vane Drain	LF	36	\$250.00	\$ 9,000.00	-	\$ -	36.00	\$ 9,000.00
45	Connect to Existing Storm Structure	EA	1	\$1,000.00	\$ 1,000.00	-	\$ -	1.00	\$ 1,000.00
46	Removal of Storm Structure	E/Pag	1 of 2	\$350.00	\$ 350.00	-	\$ -	1.00	\$ 350.00

# 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	PCC Pavement, 7"	SY	4,420	\$43.50	\$ 192,270.00	-	\$ -	4,420.00	\$ 192,270.00
48	Removal of Pavement	SY	128	\$11.00	\$ 1,408.00	-	\$ -	128.00	\$ 1,408.00
49	HMA Pavement, 4" *	SY	262	\$53.00	\$ 13,886.00	-	\$ -	309.00	\$ 16,377.00
50	Adjust Sanitary Manhole Rim	EA	2	\$385.00	\$ 770.00	-	\$ -	2.00	\$ 770.00
51	Removal of Sidewalk	SY	917	\$15.00	\$ 13,755.00	-	\$ -	917.00	\$ 13,755.00
52	Removal of Paved Driveway **	SY	89	\$9.00	\$ 801.00	-	\$ -	73.00	\$ 657.00
53	PCC Sidewalk, 5"	SY	1051	\$51.50	\$ 54,126.50	-	\$ -	1,051.00	\$ 54,126.50
54	Detectable Warnings	SF	106	\$35.00	\$ 3,710.00	-	\$ -	106.00	\$ 3,710.00
55	PCC Driveway, 6" Thick **	SY	332	\$51.00	\$ 16,932.00	-	\$ -	316.00	\$ 16,116.00
56	Granular Driveway Surfacing, Class A Crushed Stone ***	TONS	23	\$30.00	\$ 690.00	3.00	\$ 90.00	23.00	\$ 690.00
57	Sod	SQ	420	\$70.00	\$ 29,400.00	445.00	\$ 31,150.00	445.00	\$ 31,150.00
58	SMPPP Management	LS	1	\$1,200.00	\$ 1,200.00	0.50	\$ 600.00	1.00	\$ 1,200.00
59	Silt Fence	LF	1400	\$1.50	\$ 2,100.00	-	\$ -	990.00	\$ 1,485.00
60	Silt Fence, Clean Out Sediment	LF	1400	\$0.50	\$ 700.00	-	\$ -	-	\$ -
61	Inlet Protection Device	EA	23	\$55.00	\$ 1,265.00	-	\$ -	18.00	\$ 990.00
62	Inlet Protection Device Maintenance	EA	23	\$25.00	\$ 575.00	-	\$ -	-	\$ -
63	Segmental Block Retaining Wall	SF	220	\$50.00	\$ 11,000.00	340.00	\$ 17,000.00	340.00	\$ 17,000.00
64	PCC Concrete Steps, Type A	SF	140	\$51.00	\$ 7,140.00	140.00	\$ 7,140.00	140.00	\$ 7,140.00
65	Remove and Reinstall Signs	EA	3	\$250.00	\$ 750.00	3.00	\$ 750.00	3.00	\$ 750.00
	<b>TOTAL CONTRACT</b>				\$ 880,746.25		\$ 63,555.00		\$ 880,389.25
C.O. #1	Trim Tree Branches at 311 E. 4th Street	LS	1,000	\$442.75	\$ 442,750.00	-	\$ -	1,000	\$ 442,750.00
	<b>TOTAL CHANGE C.O. #1</b>				\$ 442,750.00		\$ -		\$ 442,750.00
C.O. #3	Storm Intake, Type SW-507	EA	1,000	\$3,500.00	\$ 3,500.00	-	\$ -	1,000	\$ 3,500.00
	<b>TOTAL CHANGE C.O. #3</b>				\$ 3,500.00		\$ -		\$ 3,500.00
C.O. #4	Lower Sanitary Service at 316 E. 4th Street	LS	1,000	\$1,850.00	\$ 1,850.00	-	\$ -	1,000	\$ 1,850.00
	Lower Sanitary Service at 241 E. 4th Street	LS	1,000	\$980.00	\$ 980.00	-	\$ -	1,000	\$ 980.00
	<b>TOTAL CHANGE C.O. #4</b>				\$ 2,830.00		\$ -		\$ 2,830.00
C.O. #5	Granular Trench Backfill	TON	65,000	\$11.00	\$ 715,000.00	-	\$ -	65,000	\$ 715,000.00
	<b>TOTAL CHANGE C.O. #5</b>				\$ 715,000.00		\$ -		\$ 715,000.00
C.O. #7	Lower Water Service at 310 N. Rose Street	LS	1,000	\$660.00	\$ 660.00	1,000	\$ 660.00	1,000	\$ 660.00
	<b>TOTAL CHANGE C.O. #7</b>				\$ 660.00		\$ 660.00		\$ 660.00
C.O. #8	Seed, Fertilize and Hydromulch	SQ	20,000	\$56.00	\$ 1,120,000.00	-	\$ -	-	\$ -
	<b>TOTAL CHANGE C.O. #8</b>				\$ 1,120,000.00		\$ -		\$ -
C.O. #9	Replace Sidewalk Panel at 280 N. Ella Street	LS	1,000	\$100.00	\$ 100,000.00	-	\$ -	-	\$ -
	<b>TOTAL CHANGE C.O. #9</b>				\$ 100,000.00		\$ -		\$ -
	<b>TOTAL CONTRACT WITH CHANGE ORDERS</b>				\$ 890,114.00		\$ 64,215.00		\$ 886,537.00

\* Quantity Changed with Change Order #2  
 \*\* Quantity Changed with Change Order #6  
 \*\*\* Quantity Changed with Change Order #7

Pay Estimate #1 \$ 27,274.50  
 Pay Estimate #2 \$ 172,694.33  
 Pay Estimate #3 \$ 174,401.23  
 Pay Estimate #4 \$ 106,931.53  
 Pay Estimate #5 \$ 282,804.31

Retainage 5% \$ 43,426.85  
 Total Value of Completed Work Less Retainage \$ 825,110.15  
 Previous Payments \$ 764,105.90  
 Current Payment Due \$ 61,004.25

**RESOLUTION #101920-03**

**RESOLUTION APPROVING PAY REQUEST #3 to ALL AMERICAN  
CONCRETE, INC FOR THE SAFE WALK TO SCHOOL  
CONSTRUCTION PROJECT**

**Whereas**, the City of Riverside City at the recommendation of the City Engineering Firm, MMS Consultants, Scott Pottorff and it is the opinion of the City Engineering Firm that the City Council accept this pay request #3 in the amount of \$31,030.30.

**Therefore**, be it resolved the City of Riverside City Council does hereby accept the Pay Request #3 for work done on the Safe Walk to School project from 8/20/20 to 10/09/20 with 99.04% complete.

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 19<sup>th</sup> day of October, 2020.

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

Allen Schneider, Mayor

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

Becky LaRoche, City Clerk

# COUNCIL PACKET

## CONSTRUCTION PROGRESS PAYMENT

Project Description      City of Riverside Safe Routes to School Project      PN:      TAP-R-6495(603)--8T-92

Contract Date      6-Apr-20

Contractor:      All American Concrete, Inc.

Owner:      City of Riverside

Address:      1489 Hwy 6 West

Address:      60 N. Greene Street

City, St., Zip:      West Liberty, IA 52776

City, St., Zip:      Riverside, IA 52327

Phone:      319-627-2226

Phone:      319-648-3501

Fax:      319-627-7235

Fax:      \_\_\_\_\_

Estimate #	<input type="checkbox"/> 3		FOR PERIOD:
	<input checked="" type="checkbox"/> Partial Payment		FROM: <u>8/12/20</u>
	<input type="checkbox"/> Final Payment		TO: <u>10/9/20</u>
			Owner PN _____
			Federal PN _____
			State PN _____

Base Contract Price	\$170,222.00
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Materials on Hand	\$ -
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Change #	1	\$12,340.00
Change #		
Change #		
Change #		
Change #		
Change #		

Construction Completed	\$180,812.00
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	99.04%
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Total Earned	\$180,812.00
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Less Retainage	\$5,424.36
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Less Previous Payment	\$144,357.34
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Total Contract	\$182,562.00
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Amount Due This Est	\$31,030.30
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Requested by: \_\_\_\_\_

Approved by: \_\_\_\_\_

Jay Simon

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

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

Recommended by: \_\_\_\_\_

Attested by: \_\_\_\_\_

Scott Pottorff

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

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

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

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COUNCIL PACKET

City of Riverside Safe Routes to School TAP-R-6495(603)-8T-92

Pay Estimate No.: 3  
 Payable to: All American Concrete  
 Date: October 14, 2020  
 Week Ending: October 9, 2020

Contract Line Number	Item Number	Item Description	Units	Contract Quantity	Unit Price	Contract Amount	Quantity This Estimate	Amount This Estimate	To Date Quantity	To Date Amount
0010	2102-2710070	EXCAVATION, CLASS 10, ROADWAY AND BORROW*	CY	480	\$40.00	\$ 19,200.00	80.00	\$ 3,200.00	480.00	\$ 19,200.00
0020	2105-8425065	TOPSOIL, FURNISH AND SPREAD *	CY	480	\$53.00	\$ 25,440.00	80.00	\$ 4,240.00	480.00	\$ 25,440.00
0030	2115-0100000	MODIFIED SUBBASE	CY	135	\$60.00	\$ 8,100.00	-	\$ -	135.00	\$ 8,100.00
0040	2129-7450020	SHOULDER FINISHING, EARTH	STA	34.89	\$300.00	\$ 10,467.00	-	\$ -	34.89	\$ 10,467.00
0050	2416-0100012	APRONS, CONCRETE, 12 IN. DIA.	EACH	1	\$1,900.00	\$ 1,900.00	-	\$ -	1.00	\$ 1,900.00
0060	2435-0251224	INTAKE, SW-512, 24 IN.	EACH	1	\$2,600.00	\$ 2,600.00	-	\$ -	1.00	\$ 2,600.00
0070	2503-0114212	STORM SWR G-MAIN, TRENCHED, RCP 2000D, 12"	LF	23	\$135.00	\$ 3,105.00	-	\$ -	23.00	\$ 3,105.00
0080	2511-7528005	SIDEWALK, P.C. CONCRETE, 5 IN.	SY	1009	\$50.00	\$ 50,450.00	-	\$ -	1,009.00	\$ 50,450.00
0090	2511-7528101	DETECTABLE WARNINGS	SF	70	\$45.00	\$ 3,150.00	-	\$ -	70.00	\$ 3,150.00
0100	2518-8910000	SAFETY CLOSURE	EACH	6	\$225.00	\$ 1,350.00	-	\$ -	6.00	\$ 1,350.00
0110	2528-8445110	TRAFFIC CONTROL	LS	1	\$11,000.00	\$ 11,000.00	-	\$ -	1.00	\$ 11,000.00
0120	2533-4680005	MOBILIZATION	LS	1	\$18,000.00	\$ 18,000.00	-	\$ -	1.00	\$ 18,000.00
0130	2601-2639010	SOD *	SQ	340	\$70.00	\$ 23,800.00	340.00	\$ 23,800.00	340.00	\$ 23,800.00
0140	2602-0000020	SILT FENCE	LF	1000	\$2.00	\$ 2,000.00	-	\$ -	500.00	\$ 1,000.00
0150	2602-0000071	REMOVAL OF SILT FENCE OR SILT FENCE FOR DITCH CHECKS	LF	1000	\$0.50	\$ 500.00	500.00	\$ 250.00	500.00	\$ 250.00
0160	2602-0000101	MAINTENANCE OF SILT FENCE OR SILT FENCE FOR DITCH CHECK	LF	1000	\$0.50	\$ 500.00	-	\$ -	-	\$ -
0170	2602-0010010	MOBILIZATION, EROSION CONTROL	EACH	2	\$500.00	\$ 1,000.00	1.00	\$ 500.00	2.00	\$ 1,000.00
		<b>TOTAL CONTRACT</b>				<b>\$ 182,562.00</b>		<b>\$ 31,990.00</b>		<b>\$ 180,812.00</b>

\* Quantity changed with Change Order #1

Retainage 3% \$ 5,424.36  
 Total Value of Completed Work Less Retainage \$ 175,387.64  
 Previous Payments \$ 144,357.34  
 Current Payment Due \$ 31,030.30

Pay Estimate #1 \$ 24,298.50  
 Pay Estimate #2 \$ 120,058.84  
 Pay Estimate #3 \$ -

COUNCIL PACKET

NOTICE OF PUBLIC HEARING ON  
NO PARKING UPDATE TO RIVERSIDE CITY CODE

YOU ARE HEREBY NOTIFIED that the City of Riverside, Iowa, will hold a public hearing on October 19<sup>th</sup>, 2020, at 6:00 p.m. in the Riverside Fire Station located at 271 E 1st Street, Riverside, Iowa, on the proposal to amend No Parking Zones in the Riverside Code of Ordinance. 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 changes to No Parking Zones in the City of Riverside. Written comments may be submitted to the Riverside City Clerk, P.O. Box 188, Riverside, IA 52327-0188, in advance of the public hearing. Any questions regarding the Ordinance may also be directed to City Hall.

This notice is published at the direction of the City Council for the City of Riverside,  
Iowa.

Becky LaRoche

City Clerk

**ORDINANCE #101920-04**

**RESOLUTION ACCEPTING THE CODE OF ORDINANCE FOR NO  
PARKING IN THE CITY OF RIVERSIDE IOWA**

**Whereas**, the City Council of the City of Riverside, Iowa held a public hearing for the purpose of receiving input and suggestions from the general public concerning the City's Code of Ordinance No Parking Update. An ordinance is intended to provide reasonable rules and regulations for the community, to protect the health, safety and welfare of the general public. The Public Hearing was held during the City Council meeting on Monday, October 19<sup>th</sup>, 2020, which started at 6:00 p.m. in the Riverside Fire Station.

**Therefore**, be it resolved the City of Riverside City Council does hereby pass the first reading of the Code of Ordinance #101920-01, City Code for No Parking in the City of Riverside, Iowa.

**It was moved** by Councilperson \_\_\_\_\_, seconded by Councilperson \_\_\_\_\_, to pass 1<sup>st</sup> reading of foregoing ordinance..

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

Ayes:

Nays:

Absents:

**Passed and approved** by the City Council of Riverside, Iowa, on this 19<sup>th</sup> day of October, 2020.

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

Allen Schneider, Mayor

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

Becky LaRoche, City Clerk

# COUNCIL PACKET

## CHAPTER 69

### PARKING REGULATIONS

69.01 Parking Limited or Controlled  
69.02 Park Adjacent to Curb  
69.03 Park Adjacent to Curb – One-Way Street  
69.04 Angle Parking  
69.05 Angle Parking – Manner  
69.06 Parking for Certain Purposes Illegal

69.07 Parking Prohibited  
69.08 Persons With Disabilities Parking  
69.09 Truck Parking Limited  
69.10 Parking Policy During Snow Emergency  
69.11 Commuter Parking  
69.12 Controlled Access Facilities

69.01 **PARKING LIMITED OR CONTROLLED.** Parking of vehicles shall be controlled or limited where so indicated by designated traffic control devices in accordance with Chapter 61 of this Traffic Code. **Parking within 25 feet in each direction at all intersections will not be allowed and will be marked with signage or yellow curb marking.** No person shall stop, park or stand a vehicle in violation of any such posted parking regulations unless in compliance with the directions of a peace officer. “No Parking” signs will be erected in the following locations:

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1. Blackberry Avenue.
  - A. Parking will be allowed on the south side of the street.
  - B. “No Parking Anytime” signs will be erected on the north side of the street.
  - C. **“No Parking From Here to Corner” signs will be placed 25 feet from intersection of Blackberry Avenue and Sycamore Street and from the intersection of Blackberry Avenue and Ash Street.**
2. Sycamore Street.
  - A. Parking will be allowed on the south side of the street.
  - B. “No Parking Anytime” signs will be erected on the north side of the street.
  - C. **“No Parking Anytime” signs will be placed from intersection of Hwy 22 and Sycamore Street.**
  - D. **“No Parking From Here to Corner” signs will be placed 25 feet from the intersection of Kleopfer Avenue and Sycamore Street and intersection of Sycamore Street and Ash Street.**
3. Buckeye Lane.
  - A. Parking will be allowed on the north side of the street.
  - B. “No Parking Anytime” signs will be erected on the south side of the street.
  - C. **“No Parking From Here to Corner” signs will be placed 25 feet from intersection of Buckeye Lane and Ash Street and intersection with Buckeye Lane and Kleopfer Avenue.**
4. Kleopfer Avenue.
  - A. Parking will be allowed on the east side of the street.

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# COUNCIL PACKET

## CHAPTER 69

## PARKING REGULATIONS

- B. "No Parking Anytime" signs will be erected on the west side of the street.
- C. "No Parking From Here to Corner" signs will be placed 25 feet from intersection of Kleopfer Avenue and Sycamore Street.
- 5. Washburn Street.
  - A. Parking will be allowed on the east side of the street from Fourth Street to angle parking.
  - B. "No Parking Anytime" signs will be placed on the west side of the street from angle parking to St. Mary's Street.
  - C. "No Parking From Here to Corner" signs will be placed 25 feet from intersection of Fourth Street and Washburn Street and intersection of Third Street and Washburn Street and intersection of Second Street and Washburn Street.
- 6. Schnoebelen Street.
  - A. Parking will not be allowed on either side of the street.
  - B. "No Parking Anytime" signs will be placed along the street.
- 7. **Second Street.**
  - A. "No Parking Anytime" signs will be placed on the south side of the street between Glasgow and Washburn.
  - B. "No Parking From Here to Corner" signs will be placed 25 feet from the intersection of Second Street and Glasgow Street on the north side of the street.
  - C. "No Parking From Here to Corner" signs will be placed 25 feet west of the intersection of Glasgow Street and Second Street.
  - D. "No Parking Anytime" signs will be placed on the south side of the street between Ella Street and Rose Street.
- 8. **Glasgow Street**
  - A. "No Parking From Here to Corner" signs will be placed at all four corners at the intersection of Glasgow Street and Second Street.
- 9. **Third Street.**
  - A. "No Parking Anytime" signs will be placed on the south side of the street between Glasgow Street and Washburn Street.
  - B. "No Parking From Here to Corner" signs will be placed 25 feet from the intersection of Third Street and Glasgow Street.
- 10. **Elm Street.**
  - A. "No Parking Anytime" signs will be placed on both sides of the street.
- 11. **Ella Street.**
  - A. "No Parking Anytime" signs will be placed on both sides of the street.
- 12. **Fourth Street.**

# COUNCIL PACKET

## CHAPTER 69

## PARKING REGULATIONS

### 13. Ash Street.

- A. "No Parking Anytime" signs will be placed on both sides of the street.

**69.02 PARK ADJACENT TO CURB.** No person shall stand or park a vehicle in a roadway other than parallel with the edge of the roadway headed in the direction of lawful traffic movement and with the right-hand wheels of the vehicle within eighteen (18) inches of the curb or edge of the roadway except as hereinafter provided in the case of angle parking and vehicles parked on the left-hand side of one-way streets.

*(Code of Iowa, Sec. 321.361)*

**69.03 PARK ADJACENT TO CURB – ONE-WAY STREET.** No person shall stand or park a vehicle on the left-hand side of a one-way street other than parallel with the edge of the roadway headed in the direction of lawful traffic movement and with the left-hand wheels of the vehicle within eighteen (18) inches of the curb or edge of the roadway except as hereinafter provided in the case of angle parking.

*(Code of Iowa, Sec. 321.361)*

**69.04 ANGLE PARKING.** Angle or diagonal parking is permitted only in the following locations:

*(Code of Iowa, Sec. 321.361)*

1. Railroad Street on the north side from Pioneer Street to Washburn Street;
2. Vine Street on the south side from Elm Street to Ella Street;
3. Greene Street on the west side from First Street to Second Street;
4. Washburn Street on both sides from First Street to the alley between First Street and Second Street;
5. River Street in the City lot between Pioneer Street and Washburn Street;
6. River Street in the City lot between Ella Street and Hickory Street on the south side;
7. North Greene Street between 2<sup>nd</sup> Street and 3<sup>rd</sup> Street;
8. Washburn Street on East side.

**69.05 ANGLE PARKING – MANNER.** Upon those streets or portions of streets which have been signed or marked for angle parking, no person shall park or stand a vehicle other than at an angle to the curb or edge of the roadway or in the center of the roadway as indicated by such signs and markings. No part of any vehicle, or the load thereon, when parked within a diagonal parking district, shall extend into the roadway more than a distance of sixteen (16) feet when measured at right angles to the adjacent curb or edge of roadway.

*(Code of Iowa, Sec. 321.361)*

**69.06 PARKING FOR CERTAIN PURPOSES ILLEGAL.** No person shall park a vehicle upon public property for more than twenty-four (24) hours, unless otherwise limited under the provisions of Section 69.01 of this chapter, or for any of the following principal purposes:

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## PARKING REGULATIONS

*(Code of Iowa, Sec. 321.236[1])*

1. Sale. Displaying such vehicle for sale.
2. Repairing. For lubricating, repairing or for commercial washing of such vehicle except such repairs as are necessitated by an emergency.
3. Advertising. Displaying advertising.
4. Merchandise Sales. Selling merchandise from such vehicle except in a duly established market place or when so authorized or licensed under the Code of Ordinances.

**69.07 PARKING PROHIBITED.** No one shall stop, stand or park a vehicle except when necessary to avoid conflict with other traffic or in compliance with the directions of a peace officer or traffic control device, in any of the following places:

1. Crosswalk. On a crosswalk.  
*(Code of Iowa, Sec. 321.358[5])*
2. Center Parkway. On the center parkway or dividing area of any divided street.  
*(Code of Iowa, Sec. 321.236[1])*
3. Mailboxes. Within twenty (20) feet on either side of a mailbox which is so placed and so equipped as to permit the depositing of mail from vehicles on the roadway.  
*(Code of Iowa, Sec. 321.236[1])*
4. Sidewalks. On or across a sidewalk.  
*(Code of Iowa, Sec. 321.358[1])*
5. Driveway. In front of a public or private driveway.  
*(Code of Iowa, Sec. 321.358[2])*
6. Intersection. Within an intersection or within ten (10) feet of an intersection of any street or alley.  
*(Code of Iowa, Sec. 321.358[3])*
7. Fire Hydrant. Within five (5) feet of a fire hydrant.  
*(Code of Iowa, Sec. 321.358[4])*
8. Stop Sign or Signal. Within ten (10) feet upon the approach to any flashing beacon, stop or yield sign, or traffic control signal located at the side of a roadway.  
*(Code of Iowa, Sec. 321.358[6])*
9. Fire Station. Within twenty (20) feet of the driveway entrance to any fire station and on the side of a street opposite the entrance to any fire station within seventy-five (75) feet of said entrance when properly sign posted.  
*(Code of Iowa, Sec. 321.358[9])*

A. Restricted Parking Area. The west side of the street commonly known as Greene Street from the south side of 2<sup>nd</sup> Street to the south edge of the property located at 60 Greene Street, commonly known as the Riverside Community Fire Station, shall be restricted to parking only by personnel responding to fire or first responder emergencies or on regular, announced meeting nights.

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## PARKING REGULATIONS

- B. Signs. Signs shall be erected by the City stating "Emergency Parking Only" or the equivalent thereof. The curb shall be painted yellow in this area where curb does exist.
- C. Penalty. Tickets may be issued by the peace officer in the manner of current No Parking Yellow Zone rate. Any vehicles ticketed belonging to personnel on duty at the Fire Station shall be canceled by the City Clerk upon receipt by authorized personnel.
10. Excavations. Alongside or opposite any street excavation or obstruction when such stopping, standing or parking would obstruct traffic.  
*(Code of Iowa, Sec. 321.358 [10])*
11. Double Parking. On the roadway side of any vehicle stopped or parked at the edge or curb of a street.  
*(Code of Iowa, Sec. 321.358 [11])*
12. Hazardous Locations. When, because of restricted visibility or when standing or parked vehicles would constitute a hazard to moving traffic, or when other traffic conditions require, the Council may cause curbs to be painted with a yellow color and erect no parking or standing signs.  
*(Code of Iowa, Sec. 321.358 [13])*
13. Churches, Nursing Homes and Other Buildings. A space of fifty (50) feet is hereby reserved at the side of the street in front of any theatre, auditorium, hotel having more than twenty-five (25) sleeping rooms, hospital, nursing home, taxicab stand, bus depot, church, or other building where large assemblages of people are being held, within which space, when clearly marked as such, no motor vehicle shall be left standing, parked or stopped except in taking on or discharging passengers or freight, and then only for such length of time as is necessary for such purpose.  
*(Code of Iowa, Sec. 321.360)*
14. Alleys. No person shall park a vehicle within an alley in such a manner or under such conditions as to leave available less than ten (10) feet of the width of the roadway for the free movement of vehicular traffic, and no person shall stop, stand or park a vehicle within an alley in such a position as to block the driveway entrance to any abutting property. The provisions of this subsection shall not apply to a vehicle parked in any alley which is eighteen (18) feet wide or less; provided said vehicle is parked to deliver goods or services.  
*(Code of Iowa, Sec. 321.236[1])*
15. Ramps. In front of a curb cut or ramp which is located on public or private property in a manner which blocks access to the curb cut or ramp.  
*(Code of Iowa, Sec. 321.358[15])*
16. Area Between Lot Line and Curb Line. That area of the public way not covered by sidewalk and lying between the lot line and the curb line, where curbing has been installed.
17. In More Than One Space. In any designated parking space so that any part of the vehicle occupies more than one such space or protrudes beyond the markings designating such space.
18. State Highway 22. On State Highway 22 or the State right-of-way within the City limits except from Glasgow to **Elha Greene** Street unless prior Council approval or unless directed and approved by the Streets Superintendent.

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## PARKING REGULATIONS

19. Enterprise Drive and Commercial Drive. Parking is prohibited on Enterprise Drive and Commercial Drive.

**69.08 PERSONS WITH DISABILITIES PARKING.** The following regulations shall apply to the establishment and use of persons with disabilities parking spaces:

1. Establishment. Persons with disabilities parking spaces shall be established and designated in accordance with Chapter 321L of the Code of Iowa and Iowa Administrative Code, 661-18. No unauthorized person shall establish any on-street persons with disabilities parking space without first obtaining Council approval.

2. Improper Use. The following uses of a persons with disabilities parking space, located on either public or private property, constitute improper use of a persons with disabilities parking permit, which is a violation of this Code of Ordinances:

*(Code of Iowa, Sec. 321L.4[2])*

A. Use by an operator of a vehicle not displaying a persons with disabilities parking permit;

B. Use by an operator of a vehicle displaying a persons with disabilities parking permit but not being used by a person issued a permit or being transported in accordance with Section 321L.2[1b] of the Code of Iowa;

C. Use by a vehicle in violation of the rules adopted under Section 321L.8 of the Code of Iowa.

3. Wheelchair Parking Cones. No person shall use or interfere with a wheelchair parking cone in violation of the following:

A. A person issued a persons with disabilities parking permit must comply with the requirements of Section 321L.2A (1) of the Code of Iowa when utilizing a wheelchair parking cone.

B. A person shall not interfere with a wheelchair parking cone which is properly placed under the provisions of Section 321L.2A (1) of the Code of Iowa.

**69.09 TRUCK PARKING LIMITED.** No person shall park a motor truck, semi-trailer, or other motor vehicle with trailer attached in violation of the following regulations. The provisions of this section shall not apply to pickup, light delivery or panel delivery trucks.

*(Code of Iowa, Sec. 321.236 [1])*

1. Business and Residential Districts. Excepting only when such vehicles are actually engaged in the delivery or receiving of merchandise or cargo, no person shall park or leave unattended such vehicle on any streets within any residential or business district for more than one hour. When actually receiving or delivering merchandise or cargo such vehicle shall be stopped or parked in a manner which will not interfere with other traffic.

2. Livestock. No such vehicle containing livestock shall be parked on any street, alley or highway for a period of time of more than thirty (30) minutes.

**69.10 PARKING POLICY DURING SNOW EMERGENCY.** After snowfall of three or more inches, when announced, the snow emergency policy requires "odd/even" parking along the designated routes where there is signage. When in effect, parking is prohibited on the even-numbered side of the street on the even days of the month for the first 24 hours and on the odd-

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## CHAPTER 69

## PARKING REGULATIONS

numbered side of the street on the odd days of the month for the second 24 hours. The parking restrictions are normally enforced from 3:00 a.m. until the snow is removed, but start times may vary. The City also has Snow Emergency routes, where there is no parking until the snow has stopped and the road is clear of snow and ice. Proclamation of the snow route parking policy will be announced in advance through area news media. Vehicles violating the restrictions will be ticketed, fined, and/or towed. The minimum fine will be \$25.00; for repeat violators the Council may increase the fine. The City has the right, power, and authority to determine the length of time that parking is not allowed on the streets for snow removal.

**69.11 COMMUTER PARKING.** All commuter and car pooling persons shall park their vehicles in the parking lots which are furnished by the City. The provisions of this section do not apply during any special events.

**69.12 CONTROLLED ACCESS FACILITIES.** Parking restrictions on controlled access facilities are as specified in Chapter 140 of this Code of Ordinances.

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## CHAPTER 69

### PARKING REGULATIONS

69.01 Parking Limited or Controlled  
69.02 Park Adjacent to Curb  
69.03 Park Adjacent to Curb – One-Way Street  
69.04 Angle Parking  
69.05 Angle Parking – Manner  
69.06 Parking for Certain Purposes Illegal

69.07 Parking Prohibited  
69.08 Persons With Disabilities Parking  
69.09 Truck Parking Limited  
69.10 Parking Policy During Snow Emergency  
69.11 Commuter Parking  
69.12 Controlled Access Facilities

**69.01 PARKING LIMITED OR CONTROLLED.** Parking of vehicles shall be controlled or limited where so indicated by designated traffic control devices in accordance with Chapter 61 of this Traffic Code. No person shall stop, park or stand a vehicle in violation of any such posted parking regulations unless in compliance with the directions of a peace officer. “No Parking” signs will be erected in the following locations:

1. Blackberry Avenue.
  - A. Parking will be allowed on the south side of the street.
  - B. “No Parking Anytime” signs will be erected on the north side of the street.
  - C. “No Parking From Here to Corner” signs will be placed 25 feet from intersection of Blackberry Avenue and Sycamore Street and from the intersection of Blackberry Avenue and Ash Street.
2. Sycamore Street.
  - A. Parking will be allowed on the south side of the street.
  - B. “No Parking Anytime” signs will be erected on the north side of the street.
  - C. “No Parking Anytime” signs will be placed from intersection of Hwy 22 and Sycamore Street.
  - D. “No Parking From Here to Corner” signs will be placed 25 feet from the intersection of Kleopfer Avenue and Sycamore Street and intersection of Sycamore Street and Ash Street.
3. Buckeye Lane.
  - A. Parking will be allowed on the north side of the street.
  - B. “No Parking Anytime” signs will be erected on the south side of the street.
  - C. “No Parking From Here to Corner” signs will be placed 25 feet from intersection of Buckeye Lane and Ash Street and intersection with Buckeye Lane and Kleopfer Avenue.
4. Kleopfer Avenue.
  - A. Parking will be allowed on the east side of the street.

- B. "No Parking Anytime" signs will be erected on the west side of the street.
- C. "No Parking From Here to Corner" signs will be placed 25 feet from intersection of Kleopfer Avenue and Sycamore Street.
- 5. Washburn Street.
  - A. Parking will be allowed on the east side of the street from Fourth Street to angle parking.
  - B. "No Parking Anytime" signs will be placed on the west side of the street from angle parking to St. Mary's Street.
  - C. "No Parking From Here to Corner" signs will be placed 25 feet from intersection of Fourth Street and Washburn Street and intersection of Third Street and Washburn Street and intersection of Second Street and Washburn Street.
- 6. Schnoebelen Street.
  - A. Parking will not be allowed on either side of the street.
  - B. "No Parking Anytime" signs will be placed along the street.
- 7. **Second Street.**
  - A. "No Parking Anytime" signs will be placed on the south side of the street between Glasgow and Washburn.
  - B. "No Parking From Here to Corner" signs will be placed 25 feet from the intersection of Second Street and Glasgow Street on the north side of the street.
  - C. "No Parking From Here to Corner" signs will be placed 25 feet west of the intersection of Glasgow Street and Second Street.
  - D. "No Parking Anytime" signs will be placed on the south side of the street between Ella Street and Rose Street.
- 8. **Glasgow Street**
  - A. "No Parking From Here to Corner" signs will be placed at all four corners at the intersection of Glasgow Street and Second Street.
- 9. **Third Street.**
  - A. "No Parking Anytime" signs will be placed on the south side of the street between Glasgow Street and Washburn Street.
  - B. "No Parking From Here to Corner" signs will be placed 25 feet from the intersection of Third Street and Glasgow Street.
- 10. **Elm Street.**
  - A. "No Parking Anytime" signs will be placed on both sides of the street.
- 11. **Ella Street.**
  - A. "No Parking Anytime" signs will be placed on both sides of the street.
- 12. **Fourth Street.**



**13. Ash Street.**

- A. “No Parking Anytime” signs will be placed on both sides of the street.**

**69.02 PARK ADJACENT TO CURB.** No person shall stand or park a vehicle in a roadway other than parallel with the edge of the roadway headed in the direction of lawful traffic movement and with the right-hand wheels of the vehicle within eighteen (18) inches of the curb or edge of the roadway except as hereinafter provided in the case of angle parking and vehicles parked on the left-hand side of one-way streets.

*(Code of Iowa, Sec. 321.361)*

**69.03 PARK ADJACENT TO CURB – ONE-WAY STREET.** No person shall stand or park a vehicle on the left-hand side of a one-way street other than parallel with the edge of the roadway headed in the direction of lawful traffic movement and with the left-hand wheels of the vehicle within eighteen (18) inches of the curb or edge of the roadway except as hereinafter provided in the case of angle parking.

*(Code of Iowa, Sec. 321.361)*

**69.04 ANGLE PARKING.** Angle or diagonal parking is permitted only in the following locations:

*(Code of Iowa, Sec. 321.361)*

1. Railroad Street on the north side from Pioneer Street to Washburn Street;
2. Vine Street on the south side from Elm Street to Ella Street;
3. Greene Street on the west side from First Street to Second Street;
4. Washburn Street on both sides from First Street to the alley between First Street and Second Street;
5. River Street in the City lot between Pioneer Street and Washburn Street;
6. River Street in the City lot between Ella Street and Hickory Street on the south side;
- 7. North Greene Street between 2<sup>nd</sup> Street and 3<sup>rd</sup> Street;**
- 8. Washburn Street on East side.**

**69.05 ANGLE PARKING – MANNER.** Upon those streets or portions of streets which have been signed or marked for angle parking, no person shall park or stand a vehicle other than at an angle to the curb or edge of the roadway or in the center of the roadway as indicated by such signs and markings. No part of any vehicle, or the load thereon, when parked within a diagonal parking district, shall extend into the roadway more than a distance of sixteen (16) feet when measured at right angles to the adjacent curb or edge of roadway.

*(Code of Iowa, Sec. 321.361)*

**69.06 PARKING FOR CERTAIN PURPOSES ILLEGAL.** No person shall park a vehicle upon public property for more than twenty-four (24) hours, unless otherwise limited under the provisions of Section 69.01 of this chapter, or for any of the following principal purposes:

*(Code of Iowa, Sec. 321.236[1])*

1. Sale. Displaying such vehicle for sale.
2. Repairing. For lubricating, repairing or for commercial washing of such vehicle except such repairs as are necessitated by an emergency.
3. Advertising. Displaying advertising.
4. Merchandise Sales. Selling merchandise from such vehicle except in a duly established market place or when so authorized or licensed under the Code of Ordinances.

**69.07 PARKING PROHIBITED.** No one shall stop, stand or park a vehicle except when necessary to avoid conflict with other traffic or in compliance with the directions of a peace officer or traffic control device, in any of the following places:

1. Crosswalk. On a crosswalk.  
*(Code of Iowa, Sec. 321.358[5])*
2. Center Parkway. On the center parkway or dividing area of any divided street.  
*(Code of Iowa, Sec. 321.236[1])*
3. Mailboxes. Within twenty (20) feet on either side of a mailbox which is so placed and so equipped as to permit the depositing of mail from vehicles on the roadway.  
*(Code of Iowa, Sec. 321.236[1])*
4. Sidewalks. On or across a sidewalk.  
*(Code of Iowa, Sec. 321.358[1])*
5. Driveway. In front of a public or private driveway.  
*(Code of Iowa, Sec. 321.358[2])*
6. Intersection. Within an intersection or within ten (10) feet of an intersection of any street or alley.  
*(Code of Iowa, Sec. 321.358[3])*
7. Fire Hydrant. Within five (5) feet of a fire hydrant.  
*(Code of Iowa, Sec. 321.358[4])*
8. Stop Sign or Signal. Within ten (10) feet upon the approach to any flashing beacon, stop or yield sign, or traffic control signal located at the side of a roadway.  
*(Code of Iowa, Sec. 321.358[6])*
9. Fire Station. Within twenty (20) feet of the driveway entrance to any fire station and on the side of a street opposite the entrance to any fire station within seventy-five (75) feet of said entrance when properly sign posted.  
*(Code of Iowa, Sec. 321.358[9])*
  - A. Restricted Parking Area. The west side of the street commonly known as Greene Street from the south side of 2<sup>nd</sup> Street to the south edge of the property located at 60 Greene Street, commonly known as the Riverside Community Fire Station, shall be restricted to parking only by personnel responding to fire or first responder emergencies or on regular, announced meeting nights.

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- B. Signs. Signs shall be erected by the City stating "Emergency Parking Only" or the equivalent thereof. The curb shall be painted yellow in this area where curb does exist.
- C. Penalty. Tickets may be issued by the peace officer in the manner of current No Parking Yellow Zone rate. Any vehicles ticketed belonging to personnel on duty at the Fire Station shall be canceled by the City Clerk upon receipt by authorized personnel.
10. Excavations. Alongside or opposite any street excavation or obstruction when such stopping, standing or parking would obstruct traffic.  
*(Code of Iowa, Sec. 321.358 [10])*
11. Double Parking. On the roadway side of any vehicle stopped or parked at the edge or curb of a street.  
*(Code of Iowa, Sec. 321.358 [11])*
12. Hazardous Locations. When, because of restricted visibility or when standing or parked vehicles would constitute a hazard to moving traffic, or when other traffic conditions require, the Council may cause curbs to be painted with a yellow color and erect no parking or standing signs.  
*(Code of Iowa, Sec. 321.358 [13])*
13. Churches, Nursing Homes and Other Buildings. A space of fifty (50) feet is hereby reserved at the side of the street in front of any theatre, auditorium, hotel having more than twenty-five (25) sleeping rooms, hospital, nursing home, taxicab stand, bus depot, church, or other building where large assemblages of people are being held, within which space, when clearly marked as such, no motor vehicle shall be left standing, parked or stopped except in taking on or discharging passengers or freight, and then only for such length of time as is necessary for such purpose.  
*(Code of Iowa, Sec. 321.360)*
14. Alleys. No person shall park a vehicle within an alley in such a manner or under such conditions as to leave available less than ten (10) feet of the width of the roadway for the free movement of vehicular traffic, and no person shall stop, stand or park a vehicle within an alley in such a position as to block the driveway entrance to any abutting property. The provisions of this subsection shall not apply to a vehicle parked in any alley which is eighteen (18) feet wide or less; provided said vehicle is parked to deliver goods or services.  
*(Code of Iowa, Sec. 321.236[1])*
15. Ramps. In front of a curb cut or ramp which is located on public or private property in a manner which blocks access to the curb cut or ramp.  
*(Code of Iowa, Sec. 321.358[15])*
16. Area Between Lot Line and Curb Line. That area of the public way not covered by sidewalk and lying between the lot line and the curb line, where curbing has been installed.
17. In More Than One Space. In any designated parking space so that any part of the vehicle occupies more than one such space or protrudes beyond the markings designating such space.
18. State Highway 22. On State Highway 22 or the State right-of-way within the City limits except from Glasgow to **Ella Greene** Street unless prior Council approval or unless directed and approved by the Streets Superintendent.

19. Enterprise Drive and Commercial Drive. Parking is prohibited on Enterprise Drive and Commercial Drive.

**69.08 PERSONS WITH DISABILITIES PARKING.** The following regulations shall apply to the establishment and use of persons with disabilities parking spaces:

1. Establishment. Persons with disabilities parking spaces shall be established and designated in accordance with Chapter 321L of the Code of Iowa and Iowa Administrative Code, 661-18. No unauthorized person shall establish any on-street persons with disabilities parking space without first obtaining Council approval.

2. Improper Use. The following uses of a persons with disabilities parking space, located on either public or private property, constitute improper use of a persons with disabilities parking permit, which is a violation of this Code of Ordinances:

*(Code of Iowa, Sec. 321L.4[2])*

A. Use by an operator of a vehicle not displaying a persons with disabilities parking permit;

B. Use by an operator of a vehicle displaying a persons with disabilities parking permit but not being used by a person issued a permit or being transported in accordance with Section 321L.2[1b] of the Code of Iowa;

C. Use by a vehicle in violation of the rules adopted under Section 321L.8 of the Code of Iowa.

3. Wheelchair Parking Cones. No person shall use or interfere with a wheelchair parking cone in violation of the following:

A. A person issued a persons with disabilities parking permit must comply with the requirements of Section 321L.2A (1) of the Code of Iowa when utilizing a wheelchair parking cone.

B. A person shall not interfere with a wheelchair parking cone which is properly placed under the provisions of Section 321L.2A (1) of the Code of Iowa.

**69.09 TRUCK PARKING LIMITED.** No person shall park a motor truck, semi-trailer, or other motor vehicle with trailer attached in violation of the following regulations. The provisions of this section shall not apply to pickup, light delivery or panel delivery trucks.

*(Code of Iowa, Sec. 321.236 [1])*

1. Business and Residential Districts. Excepting only when such vehicles are actually engaged in the delivery or receiving of merchandise or cargo, no person shall park or leave unattended such vehicle on any streets within any residential or business district for more than one hour. When actually receiving or delivering merchandise or cargo such vehicle shall be stopped or parked in a manner which will not interfere with other traffic.

2. Livestock. No such vehicle containing livestock shall be parked on any street, alley or highway for a period of time of more than thirty (30) minutes.

**69.10 PARKING POLICY DURING SNOW EMERGENCY.** After snowfall of three or more inches, when announced, the snow emergency policy requires "odd/even" parking along the designated routes where there is signage. When in effect, parking is prohibited on the even-numbered side of the street on the even days of the month for the first 24 hours and on the odd-

numbered side of the street on the odd days of the month for the second 24 hours. The parking restrictions are normally enforced from 3:00 a.m. until the snow is removed, but start times may vary. The City also has Snow Emergency routes, where there is no parking until the snow has stopped and the road is clear of snow and ice. Proclamation of the snow route parking policy will be announced in advance through area news media. Vehicles violating the restrictions will be ticketed, fined, and/or towed. The minimum fine will be \$25.00; for repeat violators the Council may increase the fine. The City has the right, power, and authority to determine the length of time that parking is not allowed on the streets for snow removal.

**69.11 COMMUTER PARKING.** All commuter and car pooling persons shall park their vehicles in the parking lots which are furnished by the City. The provisions of this section do not apply during any special events.

**69.12 CONTROLLED ACCESS FACILITIES.** Parking restrictions on controlled access facilities are as specified in Chapter 140 of this Code of Ordinances.

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**RESOLUTION #101920-05**

**RESOLUTION APPROVING KRIS WESTFALL OF IOWA REALTY  
TO SELL CITY- OWNED PROPERTY AT 40 E 2<sup>ND</sup> STREET**

**Whereas**, the City of Riverside will enter into an agreement for 12 months with Kris Westfall of Iowa Realty to advertise and sell the City-owned property at 40 E 2<sup>nd</sup> Street in Riverside, Iowa.

**Therefore**, be it resolved the City of Riverside City Council does hereby approve to enter into an agreement with Kris Westfall to sell the residential property at a 6% realtor fee.

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

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

Ayes:

Nays:

Absents:

Passed and approved by the City Council of Riverside, Iowa on this 19th day of October, 2020.

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

Allen Schneider, Mayor

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

Becky LaRoche, City Clerk

# COUNCIL PACKET



## LISTING AGREEMENT Exclusive Right to Sell Real Property

This form approved by the Iowa City Area Association of REALTORS®

This agreement is entered into this 1 day of November, 2020, at Riverside, Iowa, by and between the undersigned OWNER and Iowa Realty, the undersigned real estate BROKER, hereinafter called BROKER.

OWNER hereby grants to the real estate BROKER the exclusive right to sell the following described real property located in \_\_\_\_\_ County, Iowa: 40 E. 2nd St., Riverside, IA 52327

1. **TERMS OF SALE.** The period for this exclusive right to sell by BROKER shall commence on the 1 day of November, 2020, and end on the 1 day of May, 2021. The terms of the sale of said property shall include possession thereof to be given on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, or upon the terms of an executed Purchase Agreement to buy said property. The purchase price shall be \$145,000.00 payable in cash, or the following terms: Conventional
2. **COMPENSATION TO BROKER.**
  - A. OWNER agrees to pay BROKER in Coralville, Iowa, a commission of 6% of the gross sale price if:
    1. BROKER procures a purchaser during the terms of this agreement ready, willing and able to purchase at the above price and terms, or on any other price and terms agreeable to OWNER; or
    2. OWNER or anyone else sells, exchanges, or otherwise transfers the property during the period of this listing agreement at any price or upon any terms; or
    3. the property is sold, exchanged, or otherwise transferred within 90 days after the expiration of this agreement, to any person, firm or corporation to whom BROKER, or any other person, firm or corporation with whom BROKER, or any other person representing BROKER has negotiated for the purchase of this property during the term of this agreement; and if BROKER supplies owner with a written list of such parties on or before the expiration of this agreement or any extensions thereof. The notice shall contain the name of the prospective purchasers, dates of negotiation, and a brief summary of said negotiations. However, OWNER shall not be obligated to pay such compensation if a valid listing agreement is entered into during the term of said protection period with another licensed real estate broker and the sale, lease or exchange of the property is made during the term of said protection period.
    4. OWNER prevents the sale of the property by adverse actions or attempting to cancel this agreement.
  - B. How commission paid:

Said commission shall be payable in cash upon the happening of any of the above events, or at the real estate closing conference, whichever occurs first, except 2., A., 1. which will not require payment of the commission until the real estate closing conference date established by the terms of the purchase agreement between the parties. OWNER authorizes any escrow agent or broker to pay BROKER all sums due from OWNER'S proceeds of the sale. If deposited escrow funds are defaulted or forfeited by a prospective purchaser, one-half of the same, but not exceeding the amount of the BROKER'S fees recited herein, shall be paid to the BROKER in full satisfaction of OWNER'S obligation for payment of said fees. It is agreed that all monies due to BROKER under this contract are payable from the proceeds from any sale of said property. To the extent of any monies due to BROKER, OWNER hereby assigns the proceeds thereof for the payment of said monies. In the event the OWNER'S proceeds are insufficient to fully compensate the BROKER for the commission earned, the balance shall be immediately due and payable by OWNER to the BROKER.
  - C. EXCHANGE. In the event said property is subject to an exchange of property, said exchange shall be treated as a sale and the commission set forth herein shall be due thereon based upon the value established for said property and the terms of the exchange agreement. OWNER understands the BROKER may in the process of said exchange, earn a commission from the OWNER of property exchanged for the property described above.
  - D. COMPENSATION. OWNER understands and has been advised by BROKER that the amount or rate of real estate commission is not fixed by law and is set by each BROKER individually. The BROKER may disburse part of the BROKER'S compensation to other brokers, including a buyer's broker solely representing the buyer. \_\_\_\_\_ (Initials)
3. **OWNER PERMISSION TO BROKER.** BROKER is given permission to: (a) advertise this property, by all means selected by BROKER, including the Internet, (b) place a FOR SALE sign thereon, (c) remove all other For Sale signs, (d) show the property at all reasonable times, (e) utilization of a lock box, (f) promptly submit this listing to the Iowa City Multiple Listing Service to which BROKER belongs, (g) accept earnest money deposits and deposit the same in BROKER'S trust account, holding the same until the transaction has been consummated or finally otherwise terminated; (h) require written releases from all parties before releasing said trust funds.
4. **OWNER'S OBLIGATIONS.** OWNER agrees as follows:
  - A. To convey the property by general warranty deed or installment contract or such other instruments pursuant to the terms of the accepted purchase agreement;
  - B. To provide an abstract of title continued to current date showing good merchantable title in compliance with the terms of said accepted purchase agreement;
  - C. To pay all prepayment penalties, real estate taxes to date of closing unless otherwise provided by the accepted purchase agreement;
  - D. To provide to BROKER all information in reference to any mortgage lien, installment contract or other indebtedness secured by said property and by the execution of this listing agreement authorizes the BROKER to obtain said information directly from the holders of said lien or security interests;
  - E. To refer to BROKER all inquiries from prospective purchasers and other persons received during the period of this listing;
  - F. To sell said property to any prospective buyer without respect to race, color, creed, sex, sexual orientation, gender identity, national origin, religion, physical/mental disability/handicap or familial status/presence of children.
  - G. To abide by Iowa Code 455B.172 which mandates the inspection of septic systems, unless exempt, prior to transfer of property.

SELLER'S INITIALS

Revised 4/17  
formsimplicity

# COUNCIL PACKET

5. OWNER'S WARRANTIES. OWNER warrants that:
- A. He/she is the OWNER of said property and has full legal authority and the right to sell the same;
  - B. No governmental agency has served any notice upon the OWNER requiring repairs, alterations or corrections of any existing conditions;  
Except: \_\_\_\_\_ No \_\_\_\_\_
  - C. The information contained in the profile sheet of property is true and correct, and that except for room or other measurements obtained by BROKER, OWNER has furnished the information on the profile sheet to BROKER. OWNER further understands that a profile sheet will be furnished by BROKER to potential purchasers. OWNER shall furnish information to the BROKER so that a profile sheet may be prepared by the BROKER and filed within 2 working days thereafter with the Iowa City Area Association of REALTORS®. A copy of this profile sheet will be sent to the OWNER and unless the OWNER immediately notifies the BROKER to the contrary, the information given will be considered true and correct except for room or other measurements obtained by the BROKER. If BROKER successfully defends any court action brought against him by any party involved in the sale of this property, including OWNER, or if it is necessary to employ an attorney to collect any sums due hereunder, OWNER agrees to pay all usual and reasonable court costs and attorney's fees expended by BROKER.
6. OWNER'S STATEMENT OF CONDITION OF PROPERTY: The OWNER is advised that the OWNER is obligated to reveal to all prospective buyers, all known latent defects and/or other known potential defects that might prove to be a contributing factor in the decision of a reasonable and prudent buyer, to purchase or not to purchase, the subject property. A latent defect is one which is not apparent to the buyer upon reasonable, careful inspection of the premises, and which is known to the OWNER. OWNER warrants that to the best of his/her knowledge and belief that there are no known latent defects in the subject property except the following: (If none, so state.) \_\_\_\_\_ None known \_\_\_\_\_  
(The condition of the property is more specifically described in the profile sheets of this property for purposes of presentation to other brokers and to prospective buyers.) — Unless otherwise indicated herein, or in the profile sheet, OWNER represents that the heating, electrical, plumbing, air conditioning system and all included appliances will be in good working order and condition on the date of delivery of possession or closing, whichever comes first.
7. BROKER'S SERVICES. BROKER agrees to endeavor to procure a purchaser according to the terms hereof by using BROKER'S best efforts and skills and by cooperating with other brokers and to submit this listing to the Iowa City Multiple Listing Service for dissemination to all of its members. A brokerage agreement shall specify that the broker shall, at a minimum, do all of the following:
- A. Accept delivery of and present to the client offers and counteroffers to buy, sell, rent, lease, or exchange the client's property or the property the client seeks to purchase or lease.
  - B. Assist the client in developing, communicating, negotiating, and presenting offers or counteroffers until a rental agreement, lease, exchange agreement, offer to buy or sell, or purchase agreement is signed and all contingencies are satisfied or waived and the transaction is complete.
  - C. Answer the client's questions relating to the brokerage agreements, listing agreements, offers, counteroffers, notices, and contingencies.
  - D. Provide prospective buyers access to listed properties.
8. PROPERTY TO BE SOLD. In addition to the real property described above, the property included in this sale includes that property integrally belonging to or a part of the real estate, whether attached or detached, such as light fixtures and light bulbs, shades, rods, blinds, automatic garage door openers and transmitter units, all drapery and curtain rods, awnings, windows, storm doors, screens, plumbing fixtures, water heaters, water softeners (unless water softener is rental), automatic heating equipment, central air conditioning equipment, wall-to-wall carpeting, mirrors attached to walls or doors, fireplace screen and grate, attached barbecue grills, weather vane, all built-in kitchen appliances, built-in items and electrical service cable, outside television towers and antenna, fencing, gates and landscaping shall be considered a part of the real estate and included in the sale except:
- \_\_\_\_\_
9. MISCELLANEOUS. This agreement shall be binding upon the heirs, assigns, executors, and administrators of the parties hereto. Any agreement not noted herein shall not be binding upon the parties. All parties agree to be bound by this Listing Agreement even if every party does not sign on one original, as long as each copy that is signed is identical to every other signed copy. Receipt of a complete copy of this Agreement is acknowledged by OWNER.
10. OTHER PROVISIONS \_\_\_\_\_
- \_\_\_\_\_

NOTE: THIS DOCUMENT IS A LEGALLY BINDING CONTRACT. IF YOU DO NOT UNDERSTAND THE TERMS THEREOF, SECURE LEGAL ADVICE OF YOUR ATTORNEY BEFORE EXECUTION OF THE SAME.

\_\_\_\_\_  
Iowa Realty  
LISTING OFFICE

\_\_\_\_\_  
OWNER DATE

\_\_\_\_\_  
BROKER/SALES REPRESENTATIVE (Signature)

\_\_\_\_\_  
OWNER DATE

\_\_\_\_\_  
2751 Oakdale Blvd., Ste. 3, Coralville, IA 52241  
ADDRESS

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_  
319-665-6000  
TELEPHONE

\_\_\_\_\_  
319-648-3501  
TELEPHONE





**ARBITRATION DISCLOSURE & RESIDENTIAL  
REAL PROPERTY ARBITRATION AGREEMENT  
(Listing Agreements)**



**Resolving Disputes – Arbitration Agreement:**

In this Arbitration Agreement, "Company" means **Iowa Realty**, its affiliates and parent company, and "I", "me", "my", "you" and "your" means the undersigned customer or customers, individually and jointly.

I understand that I am a valued customer of the Company and agree to contact the Company immediately, in writing or by telephone, if I have a problem with the real estate services provided to me by the Company. The Company will use its best efforts to work with me to resolve any problems that I may have. If the Company and I cannot arrive at a mutually agreeable solution, I agree that any Dispute between me and the Company, regardless of when it arises or arose, will be resolved, at my option or the Company's option, using the following arbitration procedures.

**Disputes:**

The term "Dispute" shall include, without limitation, any controversy, complaint, claim or disagreement regarding representations made by any person, party or entity that in any way arises out of or is related to the sale, purchase, financing, condition or any other aspect of your real estate transaction, or that in any way arises out of any of the other settlement services provided by the Company including, without limitation, allegations of concealment, misrepresentation, negligence, negligent misrepresentation, breach of fiduciary duty, failure to disclose, fraud, or other wrongful actions. A dispute includes any controversy, complaint, claim, or disagreement of any kind, including those based on broken promises or contracts, closing charges, or tort (injury caused by negligent or intentional conduct). It includes any statutory, common law, or equitable claim. A dispute also includes any disagreement about the meaning of this Arbitration Agreement and whether a disagreement or claim is a "dispute" subject to this Arbitration Agreement. No dispute may be joined in arbitration with a dispute of any other person or arbitrated on class action basis.

**Binding Arbitration:**

Binding arbitration is a means of having one or more independent third parties (arbitrators) resolve disputes without using the court system, judges or juries. Arbitration is often a more cost effective and efficient means of resolving disputes. Either the Company or I may submit a dispute to binding arbitration at any reasonable time, even if a lawsuit or other proceeding has been started. If either the Company or I fail to submit to binding arbitration following a lawful demand, the party who fails to submit to arbitration shall bear the cost and expenses incurred by the party that demanded arbitration, except as otherwise provided with respect to Small Claims Court below.

The National Center for Dispute Settlement (NCDS) shall administer the arbitration, including the selection of arbitrators, pursuant to those rules adopted by NCDS and in effect at the time the Demand for Arbitration is filed. Johnson County, Iowa shall be the exclusive venue for the completion of arbitration. Each arbitration will be governed by the provisions of the Federal Arbitration Act (Title 9 of the United States Code) and, to the extent any provision of that Act is inapplicable, unenforceable, or invalid, the laws of the State of Iowa shall govern this Arbitration Agreement and the arbitration proceeding. The results, determinations, findings, judgment and awards rendered through such arbitration, shall be final and binding on the parties hereto and shall be specifically enforced by legal proceedings instituted in the Iowa District Court for Johnson County. Judgment on any arbitration award shall be entered by the Iowa District Court for Johnson County. To find out how to initiate arbitration, I can contact NCDS at (800) 777-8119 or at [www.ncdsusa.org](http://www.ncdsusa.org).

**Miscellaneous:**

All parties to the arbitration NCDS, the arbitrator, the Company, and I shall take any action necessary, and reasonably possible, to assure that an arbitration proceeding started under this Arbitration Agreement is finished within one hundred eighty (180) days from the date the dispute is filed with NCDS. The arbitration proceeding shall be conducted at a location determined by the NCDS in accordance with this Arbitration Agreement. All statutes of limitation applicable to any dispute shall apply to any arbitration between the Company and me. If a dispute is properly filed in a small claims court, and the small claims court has the jurisdiction to resolve the dispute, including all cross-claims and counterclaims, the party that demands arbitration and removes the dispute from Small Claims Court shall pay the administrative fee of NCDS and the fees, costs, and expenses of the arbitrator(s). This Arbitration Agreement shall survive the termination, amendment or expiration of any documents or relationships between the parties.

**Severability:**

If the arbitrator or any court determines that one or more of the terms of this Arbitration Agreement are unenforceable, such determination will not impair or affect the enforceability of the other terms of this Arbitration Agreement.

# COUNCIL PACKET

**Notice:**

WHEN YOU SIGN THIS ARBITRATION AGREEMENT, YOU ARE AGREEING THAT EVERY DISPUTE DESCRIBED ABOVE MAY BE DECIDED EXCLUSIVELY BY ARBITRATION AND THAT THE ARBITRATOR'S DECISION WILL BE FINAL AND BINDING. YOU AGREE THAT YOU WILL RECEIVE ALL THE RIGHTS AND BENEFITS OF ARBITRATION, BUT ARE GIVING UP RIGHTS YOU MIGHT HAVE TO LITIGATE THOSE CLAIMS AND DISPUTES IN A COURT OR JURY TRIAL, OR TO PARTICIPATE AS A REPRESENTATIVE OR MEMBER OF ANY CLASS OF CLAIMANTS IN CONNECTION WITH CLAIMS OR DISPUTES. NEITHER THE COMPANY NOR I SHALL BE ENTITLED TO JOIN OR CONSOLIDATE DISPUTES BY OR AGAINST OTHERS IN ANY ARBITRATION, OR TO INCLUDE IN ANY ARBITRATION ANY DISPUTE AS A REPRESENTATIVE OR MEMBER OF A CLASS, OR TO ACT IN ANY ARBITRATION IN THE INTEREST OF THE GENERAL PUBLIC OR IN ANY PRIVATE ATTORNEY GENERAL CAPACITY. IT IS IMPORTANT THAT YOU READ THIS ENTIRE AGREEMENT CAREFULLY BEFORE SIGNING IT.

**CUSTOMER(S):**

Iowa Realty

\_\_\_\_\_ DATE \_\_\_\_\_ BY: Kris Westfall (Agent)

ITS AUTHORIZED REPRESENTATIVE

\_\_\_\_\_ DATE \_\_\_\_\_

DATE: \_\_\_\_\_



*Seller's Agency Disclosure*  
(To be acknowledged by Seller during listing appointment)

Part 1



MLS ID #: \_\_\_\_\_

**I. IF IOWA REALTY CO., INC., AS BROKER, LISTS YOUR PROPERTY FOR SALE:**

- A. When an Iowa Realty agent lists a property for sale, it is the policy of Iowa Realty to appoint that agent to act solely on the Seller's behalf to the exclusion of all other affiliated agents of Iowa Realty. This is known as Appointed Agency.
- B. When an Iowa Realty Seller Appointed Agent lists a property but an outside brokerage firm procures the Buyer, it is the policy of Iowa Realty to exclusively represent the Seller. This is known as Single Agency.
- C. When an Iowa Realty Agent both lists and sells the same property, it is the policy of Iowa Realty to represent both Seller and Buyer as a Consensual Dual Agent. This is known as Consensual Dual Agency.

**II. COOPERATING BROKERAGE ARRANGEMENTS:** An Exclusive Listing means that Seller contracts with Broker to be the sole brokerage they will contract with during the period of the listing agreement for sale of the Property. Seller agrees that Broker will cooperate with and may compensate other brokers, that Broker may utilize its own independent business judgment to determine the amount of compensation (if any or differing amounts) it will offer differing brokers. Broker will compensate other brokers in accordance with its then-current policy, which shall be available for Seller's review at Broker's corporate office. Other brokers are paid as broker for the Buyer and not as sub-agent of Iowa Realty.

**III. DUTIES OF APPOINTED AGENT TO SELLER-CLIENT:** Under Iowa law, Seller is considered to be a *client* of Appointed Agent because Seller has an agency agreement with Appointed Agent. Appointed Agent has the following duties to Seller as Appointed Agent's client:

- A. Place the client's interests ahead of the interests of any other party, unless loyalty to a client violates Appointed Agency's duties under the consensual dual agency provisions of Iowa Code or any other applicable law.
- B. Disclose to the client all information known by Appointed Agent that is material to the transaction and that is not known by the client or could not be discovered by the client through a reasonably diligent inspection.
- C. Fulfill any obligation that is within the scope of this Agency Disclosure, except those obligations that are inconsistent with other duties that Appointed Agent has under the Real Estate Brokers and Salespersons provisions of the Iowa Code or any other law.
- D. Disclose to a client any financial interests the Appointed Agent or Broker has in any business entity to which Appointed Agent or Broker refers a client for any service or product related to the transaction.

**NOTE:** Iowa Realty is an affiliate of HomeServices of America, Inc.

**IV. APPOINTED AGENT'S DUTIES TO ALL PARTIES IN THE TRANSACTION:** In providing brokerage services, Appointed Agent has the following duties to all parties to a sale or lease:

- A. Provide brokerage services to all parties to the transaction honestly and in good faith.
- B. Diligently exercise reasonable skill and care in providing brokerage services to all parties.
- C. Disclose to each party all material adverse facts that Appointed Agent knows except for the following:
  - 1. Material adverse facts known by the Buyer or Seller.
  - 2. Material adverse facts Buyer or Seller could discover through a reasonably diligent inspection, and which would be discovered by a reasonably prudent person under like or similar circumstances.
  - 3. Material adverse facts the disclosure of which is prohibited by law.
  - 4. Material adverse facts that are known to a person who conducts an inspection on behalf of the Buyer or Seller.
- D. Account for all property (money) coming into the possession of Broker or Appointed Agent that belongs to Buyer or Seller within a reasonable time of receiving the property.

**V. IOWA REALTY'S APPOINTMENT OF AGENT TO ENTER INTO AN AGREEMENT:**

All actively affiliated licensees with Iowa Realty are authorized to enter into agreements with Seller(s) for the listing of property. Affiliated licensees are authorized to enter into the following agencies: Appointed Agency, Single Agency, and Consensual Dual Agency.

**NOTE: PART 1 IS NOT A CONSENT FORM, IT IS ONLY A NOTICE OF IOWA REALTY'S AGENCY POLICIES.**

I acknowledge receipt of a copy of this agency disclosure document before any *specific assistance* was offered by the licensee.

\_\_\_\_\_  
 Seller's Signature Date  
 Seller's Email: \_\_\_\_\_  
 Seller's Telephone: 319-648-3501

\_\_\_\_\_  
 Seller's Signature Date  
 Seller's Email: \_\_\_\_\_  
 Seller's Telephone: \_\_\_\_\_

COUNCIL PACKET



Seller's Appointed Agency Agreement
(To be completed at time of listing and attached to listing agreement)

Part 2



Name(s) of Seller or Landlord: City of Riverside

Address of Property: 40 E. 2nd St., Riverside, IA 52327

- 1. BROKER: Seller hereby designates Iowa Realty, herein referred to as Broker, 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 contract.
2. APPOINTED AGENT(S): With Seller's approval, Broker appoints Kris Westfall Appointed Agent, a sales associate(s) affiliated with Broker, as the exclusive agent(s) of the Seller or Landlord (both referred to a Seller or you). Broker reserves the right to name additional Appointed Agents when in Broker's discretion it is necessary. If additional Appointed Agents are named, Seller shall be informed in writing within a reasonable time. 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 of Broker, who is not an Appointed 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 Broker to market Seller's property and that Broker's Appointed Agent(s) is (are) the only agent(s) of Seller. Seller's Appointed Agent will be primarily responsible for the direct marketing and sale of Seller's property.

- 3. TERM OF AGREEMENT: This Agreement shall begin on November 1, 2020 and coincide with the termination date found on the listing contract or any extension thereof.
4. APPOINTED AGENT'S ROLE AND DUTIES: Appointed Agent will utilize his/her professional knowledge to make a good faith effort to market the property and to actively procure a ready, willing, and able Buyer. Seller acknowledges and agrees:
A. That Broker and/or Appointed Agent may have previously represented a Buyer who is interested in Seller's property. During that representation, Broker and/or Appointed Agent may have learned material information about the Buyer that is considered confidential. Under the law, neither Broker nor Appointed Agent may disclose any such confidential information to you even though the Broker and/or Appointed Agent now represent you as a Seller.
B. The other sales associates affiliated with Broker, other than 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 Broker who represents a Buyer, the other sales associate affiliated with Broker will be acting as Buyer's Appointed Agent. Seller agrees that Broker may disburse part of any commission paid by Seller to a sales associate of Broker or outside Broker who exclusively represents the Buyer.
C. When Broker is the listing company, it is the policy of Broker to submit your listing to the Multiple Listing Service without an offer of subagency. It is also Broker's policy to reciprocate cooperation with a Buyer's broker.
D. Appointed Agent will accept delivery of and present to the client offers and counteroffers to buy, sell, rent, lease, or exchange the client's property or the property the client seeks to purchase or lease.
E. Appointed Agent will assist the client in developing, communicating, negotiating, and presenting offers or counteroffers until a rental agreement, lease, exchange agreement, offer to buy or sell, or purchase agreement is signed and all contingencies are satisfied or waived and the transaction is completed.
F. Appointed Agent will answer the client's questions relating to the brokerage agreements, listing agreements, offers, counteroffers, notices, and contingencies.
G. Appointed Agent will provide prospective Buyers access to listed properties.
5. SELLER'S ROLE: Appointed Agent and Seller agree that:
A. Items such as wall-to-wall carpeting, garage door openers, smoke detectors, built-in appliances, light fixtures, landscaping and many indoor and outdoor decorative items may legally be "fixtures", and if so they must remain with the house unless specifically excluded in the Purchase Agreement. (Discuss this matter with Appointed Agent to avoid uncertainty for all parties regarding what Seller may take and what should remain with the house, and make specific provisions for these items in the Purchase Agreement.)
B. NON-DISCRIMINATION: The parties understand and agree that it is illegal for either the Broker or Seller to refuse to display or sell Seller's property to any person on the basis of race, color, religion, sex, ancestry, handicap, familial status or national origin. The parties agree to comply with all applicable federal, state, and local fair housing laws.
6. 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 or she will represent both you and the Buyer for the sale or lease of your property.

Seller(s) Initials \_\_\_\_\_

Seller(s) Initials \_\_\_\_\_

# COUNCIL PACKET

Under Iowa law, Appointed Agent and/or any subsequently Appointed Agent(s) may represent both Seller and Buyer for the sale or lease of Seller's property if all the parties to the transaction consent. Seller(s) acknowledge they were informed of the possibility of this type of representation. Representing more than one party to a transaction could present some concern since both clients may rely upon Appointed Agent's advice and Buyer's and Seller's respective interests may be adverse to each other. Iowa Realty and Appointed Agent will endeavor to be impartial between both parties and will not represent the interest of either party to the exclusion or detriment of the other party. Appointed Agent will act as a dual agent only with the written consent of ALL parties in the transaction. In a Consensual Dual Agency situation:

- A. Agent **will not** represent the interest of either Buyer or Seller to the detriment of the other. Buyer and Seller shall primarily negotiate on their own behalf, and Appointed Agent shall cease to serve as either Seller's or Buyer's sole and exclusive agent and shall become a Consensual Dual Agent for both parties.
  - B. Agent **will not** disclose to Buyer or Seller personal confidences posed by any other party, which might place that party at a disadvantage.
  - C. In acting as a Consensual Dual Agent, Iowa law requires Agent to comply with the same duties to all parties as described in the agency disclosure portion of this Agreement. In addition, a Consensual Dual Agent **will**:
    - 1. Provide helpful information about the property and area to Buyer.
    - 2. Respond accurately to questions about the property.
    - 3. Disclose financial qualifications of Buyer to Seller.
    - 4. Explain real estate terms and procedures.
    - 5. Explain to Buyer the benefits of having the property inspected.
    - 6. Explain closing costs and procedures.
    - 7. Help the Buyer compare financing alternatives.
    - 8. Provide information about comparable properties so Seller and Buyer may make an educated decision on what price to accept or offer.
    - 9. Assist with the standard offer form that will include the necessary protections and disclosures for Seller and Buyer.
    - 10. Work diligently to facilitate the sale within the scope of an agent's expertise and recommend when outside experts should be retained.
  - D. The following information **will not** be disclosed by Broker or Appointed Agent, acting as a Consensual Dual Agent *without the informed written consent* of the client to whom the information pertains.
    - 1. That Buyer is willing to pay more than the purchase price offered or accept less favorable terms than those indicated on the Buyer's initial offer to purchase; or that
    - 2. That Seller is willing to accept less than the agreed listing price or material terms other than those specified in the listing agreement; or
    - 3. The factors motivating the client to buy, sell or lease a property; or
    - 4. That Seller will agree to financing terms other than those offered.
7. **PROHIBITED CONDUCT:** In providing brokerage services, Appointed Agent shall not do either of the following:
- A. Accept, receive or charge an undisclosed fee or commission related to a transaction from any person other than the agreed parties, unless Appointed Agent has provided written notice to all parties to the transaction that an individual fee or commission will be accepted from such person.
  - B. Act in a transaction on Appointed Agent's own behalf, on behalf of the Appointed Agent's immediate family or brokerage, or on behalf of an organization or business entity in which Appointed Agent has an interest, unless Appointed Agent has the written consent of all parties to the transaction.
8. **FORM DOCUMENT COMPLETION:** Seller requests that Iowa Realty or any of its employees, agents or associates select, prepare and complete form documents as authorized by Iowa law or by Iowa Supreme Court Rule, such as purchase agreements, groundwater hazard, and declarations of value incident to a residential real estate transaction. Seller understands that Purchase Agreements are binding legal documents and competent legal advice should be sought before signing.
9. **FEDERAL NOTICE:** The Iowa Realty family of companies is providing this notice. Iowa Realty has brokerage, title, mortgage and insurance affiliates that are committed to the highest quality of service. If you choose, however, you may limit the Iowa Realty companies from marketing their products or services to you based on your personal information that they receive from other Iowa Realty companies, such as your contact and transaction information. (Rest assured, we do not share your personal financial information with anyone.) To limit marketing offers, contact us by telephone toll-free **877-871-7621** or email at [marketingoffers@iowarealty.com](mailto:marketingoffers@iowarealty.com).
10. **ANTI-FRAUD DISCLOSURE:** Electronic communications such as email, text messages and social media messaging are neither secure nor confidential. While Iowa Realty has adopted policies and procedures to aid in avoiding fraud, even the best security protections can still be bypassed by unauthorized parties. Iowa Realty will never send you any electronic communication with instructions to transfer funds or to provide nonpublic personal information, such as credit card or debit numbers or bank account and/or routing numbers. **IF YOU RECEIVE ANY ELECTRONIC COMMUNICATION DIRECTING YOU TO TRANSFER FUNDS OR PROVIDE NONPUBLIC PERSONAL INFORMATION, EVEN IF SUCH COMMUNICATION APPEARS TO BE FROM IOWA REALTY, DO NOT RESPOND TO IT AND IMMEDIATELY CONTACT IOWA REALTY AT [FRAUD@IOWAREALTY.COM](mailto:FRAUD@IOWAREALTY.COM).**

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

BROKER: IOWA REALTY CO., INC.

Appointed Listing Agent	<u>Kris Westfall</u>	Date	Seller's Signature	Date
			Seller's Signature	Date



# DON'T LET SCAM ARTISTS STEAL YOUR MONEY!

## Never transmit bank account information by email or unsecured electronic communication!

Because you are going to be involved in a real estate closing where money is changing hands, you are a potential target for cyber- criminals. These sophisticated criminals could:

- Try to hack into your email account or the email of other persons involved in your transaction and direct you to send a wire to the hacker's account.
- They can even send you emails that appear to be from your agent, your closer or another trusted source!



**WHEN YOU ARE USING IOWA REALTY, WE WILL NEVER ASK YOU TO WIRE MONEY VIA EMAIL, EVER!**

If you receive wiring instructions, even if it appears legitimate, do not send money to that account. Always call to verify such instructions.

Closing with another company? Always contact the closer directly before wiring any money. To ensure it's the closing company:

- Do not use a phone number or other contact information from an email.
- Use a business number from another source (such as the closing company's website) to make sure you are actually talking to your closer and not someone intent on stealing your money.

I acknowledge the above information

\_\_\_\_\_  
(Buyer / Seller)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Buyer / Seller)

\_\_\_\_\_  
(Date)





Consensual Dual Agency Addendum

(Iowa law requires this document be incorporated as a supplement to the Purchase Agreement)



TO BE SIGNED BY BUYER BEFORE SIGNING OFFER AND TO BE SIGNED BY SELLER BEFORE REVIEWING OFFER

Seller(s): \_\_\_\_\_ City of Riverside \_\_\_\_\_

Buyer(s): \_\_\_\_\_

Address of Property: \_\_\_\_\_ 40 E. 2nd St., Riverside, IA 52327 \_\_\_\_\_

MLS ID #: \_\_\_\_\_

Date of Purchase Agreement: \_\_\_\_\_

1. Description of Situation. Appointed Agent has an agreement with the seller whereby Appointed Agent is Seller's Agent to sell or lease property located at \_\_\_\_\_ 40 E. 2nd St., Riverside, IA 52327 \_\_\_\_\_. Appointed Agent is also representing the Buyer/Tenant as the Buyer's Agent to locate property for the Buyer to purchase or lease. Buyer now wishes to make an offer to purchase or lease Seller's property, and both Seller and Buyer wish to continue to use the services of Appointed Agent, who now is a Consensual Dual Agent.

2. Description of Iowa Realty's Role. Because your Iowa Realty Appointed Agent is acting as agent for both Seller and Buyer in this transaction, Iowa Realty and Appointed Agent (Agent) shall make every reasonable effort to remain impartial to Seller and Buyer. However, representing more than one party to a transaction could present some concern since both clients may rely upon the Agent's advice, and client's respective interests may be adverse to each other. Agent will endeavor to be impartial between Seller and Buyer and will not represent the interest of either the Seller or Buyer to the exclusion or detriment of the other. Seller and Buyer acknowledge that prior to the time this Consensual Dual Agency was entered into, Iowa Realty's Appointed Agent acted as the Exclusive Agent of Seller and acted as the exclusive Agent of Buyer. In those separate roles, Agent may have obtained information which, if disclosed, could harm the bargaining position of the party providing such information to Agent. Seller and Buyer agree that Agent shall not be liable to either party for refusing or failing to disclose information which in the sole discretion of the Agent would harm one party's bargaining position but would benefit the other party. The following information cannot be disclosed by Iowa Realty or Agent when acting as dual agents without the informed written consent of the client to whom the information pertains:

- A. That Buyer is willing to pay more than the purchase price offered for the property.
B. That Seller is willing to accept less than the asking price for the property.
C. What motivating factors are for any client buying, selling or leasing a property.
D. That Seller will agree to financing terms other than those offered.

3. Description of Brokerage Services

- A. What Iowa Realty and its sales associates CAN DO for Sellers and Buyers when acting as Consensual Dual Agents:
- Provide helpful information about the property and area to Buyer.
- Respond accurately to questions about the property.
- Disclose financial qualifications of Buyer to Seller.
- Explain real estate terms and procedures.
- Explain to Buyer the benefits of having the property inspected.
- Explain closing costs and procedures.
- Help the Buyer compare financing alternatives.
- Provide information about comparable properties so Seller and Buyer may make an educated decision on what price to accept or offer.
- Assist with the standard offer form that will include the necessary protections and disclosures for Seller and Buyer.
- Work diligently to facilitate the sale within the scope of Agent's expertise and recommend when outside experts should be retained.

# COUNCIL PACKET

B. What Iowa Realty and its affiliated agents **MUST DO** under Iowa law for Sellers and Buyers when acting as Consensual Dual Agents:

- Inform Buyers or Sellers that they ARE NOT REQUIRED to consent to dual agency.
- Provide brokerage services to Buyer and Seller honestly and in good faith.
- Diligently exercise reasonable skills and care in providing brokerage services to Buyer and Seller.
- Disclose to Buyer and Seller all material adverse facts that are known except for the following:
  1. Material adverse facts known by Buyer or Seller.
  2. Material adverse facts Buyer or Seller could discover through a reasonably diligent inspection, and which would be discovered by a reasonably prudent person under like or similar circumstances.
  3. Material adverse facts the disclosure of which is prohibited by law.
  4. Material adverse facts that are known to a person who conducts an inspection on behalf of Buyer or Seller.

C. Account for all property (money) coming into the possession of Iowa Realty that belongs to Buyer or Seller within a reasonable time of receiving the property.

D. Disclose to the client all information known by Iowa Realty that is material to the transaction and that is not known by the client or could not be discovered by the client through a reasonably diligent inspection.

E. Fulfill any obligation that is within the scope of the agency agreement, except those obligations that are inconsistent with other duties that Iowa Realty has under Iowa licensing law or any other law.

F. Disclose any financial interests the agent or the brokerage has in any business entity to which the agent or brokerage refers a client for any service or product related to said transaction.

4. **Description of Seller's and Buyer's Roles.** Because of Agent's Consensual Dual Agency relationship, Seller and Buyer understand that they have the responsibility for making their own decisions as to what terms are to be included in any purchase agreement. Seller and Buyer also acknowledge that they are aware of the implications of Agent's dual agency role, and that they have determined that the benefits of entering into a transaction between them and Agent outweigh said implications. Seller and Buyer understand that they may seek independent legal counsel in order to assist them with any matter relating to a purchase agreement or to the transaction which is the subject matter of a purchase agreement.

5. **If Purchase Agreement is Not Accepted or Does Not Close.** In the event that Seller and Buyer do not enter into an agreement for purchase and sale of Seller's property to Buyer, or in the event that the purchase and sale provided for in the purchase agreement between the Seller and Buyer does not close, then the Consensual Dual Agency role of the Agent will cease and Agent will become the Appointed Agent of Buyer and Seller based on previously agreed terms.

**Agency Disclosure Agreement.** Seller and Buyer acknowledge and agree that Iowa Realty and former Appointed Agent are undertaking a **Consensual Dual Agency** representation to the sale of the above property. Seller and Buyer have previously been informed of the possibility of a Consensual Dual Agency arising if a Buyer working with an Agent becomes interested in a property listed with the same Agent. Having read the type of representation to be provided, Seller and Buyer consent to this disclosed dual agency and hereby confirm by written signature(s).

By: **Consensual Dual Agent** (signed individually and on behalf of Iowa Realty)

\_\_\_\_\_ Date

\_\_\_\_\_  
Buyer

\_\_\_\_\_ Date

\_\_\_\_\_  
Seller

\_\_\_\_\_ Date

\_\_\_\_\_  
Buyer

\_\_\_\_\_ Date

\_\_\_\_\_  
Seller

\_\_\_\_\_ Date





**Affiliated Business Arrangement Disclosure Statement**

To: City of Riverside Date: Nov. 1, 2020

From: Iowa Realty

Property: 40 E. 2nd St., Riverside, IA 52327

This is to give you notice that Iowa Realty Co., Inc. doing business as Iowa Realty and HomeServices of Iowa Relocation ("Iowa Realty"), HomeServices Lending, LLC, Iowa Title Linn County II, LLC doing business as Iowa Title Company, Midland Escrow Services, Inc. doing business as Midland Title & Escrow ("Midland Title & Escrow"), HomeServices Insurance, Inc. ("HSI"), and Vanderbilt Mortgage and Finance Inc. doing business as Silverton Mortgage ("Silverton Mortgage"), are part of a family of companies (the "Affiliated Companies") owned by Berkshire Hathaway, Inc. ("Berkshire Hathaway"), and each may refer to you the services of another. Iowa Realty, HomeServices Lending, LLC, Midland Title & Escrow, and HSI are each wholly owned either directly or indirectly by HomeServices of America, Inc. ("HSoA"), a Berkshire Hathaway affiliate. Iowa Title Linn County II, LLC is owned 70% by Iowa Title Company, a wholly-owned indirect subsidiary of HSoA. Silverton Mortgage is a wholly-owned indirect subsidiary of Clayton Homes, a Berkshire Hathaway affiliate. Because of these relationships, the referral of a customer (including you) by any of the Affiliated Companies to another may provide the referring company, its affiliates, and/or their employees with a financial or other benefit.

In addition, while Iowa Realty is not affiliated with American Home Shield Corporation doing business as HSA Home Warranty ("HSA Home Warranty") or Home Buyers Resale Warranty Corporation doing business as 2-10 Home Buyers Warranty ("2-10 Home Buyers Warranty"), it does advertise them for a fixed service fee.

Set forth below is the estimated charge or range of charges for each of the services listed. You are NOT required to use any of these service providers as a condition of the sale of the subject property or to obtain access to any settlement service.

**THERE ARE FREQUENTLY OTHER SETTLEMENT SERVICE PROVIDERS AVAILABLE WITH SIMILAR SERVICES. YOU ARE FREE TO SHOP AROUND TO DETERMINE THAT YOU ARE RECEIVING THE BEST SERVICES AND THE BEST RATE FOR THESE SERVICES.**

Service Provider	Service Provided	Charge or Range of Charges
HomeServices Lending, LLC	Loan Origination Fee	\$545 - \$1,945
	Appraisal	\$395 - \$1,000
	Third Party Fees	\$19.75 - \$144.50 (credit report, flood cert fee)
Iowa Title Linn County II, LLC d/b/a Iowa Title Company	Abstract Lien Search of Borrower	\$170 - \$265
	Abstract for Sellers	\$300 - \$650 for updates; \$600 - \$900 for new abstracts
Midland Title & Escrow	Property Settlement Fee	\$330 - \$595
	Closing Services Fee	\$400 - \$700
HomeServices Insurance, Inc.*	Homeowner's Insurance	\$200 - \$2,000 annual premium, depending on product and associated risk assessments (e.g., age of home, credit score, past claims of the insured, etc.)
Silverton Mortgage	Loan Origination Fee	0 - 2.75% of the loan amount (includes third party fees)
	Appraisal	\$475 - \$900
HSA Home Warranty	Home Warranty	\$395 - \$1,916, depending on property and coverage options
2-10 Home Buyers Warranty	Home Warranty	\$545 - \$1,495, depending on property and coverage options

ACKNOWLEDGEMENT: I/we have read this disclosure form, and understand that the Affiliated Companies may refer me/us to purchase the above-described settlement service(s) from one another and that any such referrals may provide the referring company, its affiliates, and/or their employees with a financial or other benefit.

Signature \_\_\_\_\_ (Date) \_\_\_\_\_ Signature \_\_\_\_\_ (Date) \_\_\_\_\_

\* In rare cases, your insurance policy may instead be issued by Trident Insurance Agency Company LP or Long & Foster Insurance Agency, Inc., affiliates of HSI, or under another of its trade names. HSI's trade names include: Edina Realty Insurance Agency, Home Team Insurance, HomeServices Insurance Agency, InsuranceSouth, Long Insurance Group, PCG Agencies, PCG Insurance Agency, ReeceNichols Insurance and Thoroughbred Insurance Agency.



*Seller Settlement Services Authorization*



MLS No.: \_\_\_\_\_

Seller: \_\_\_\_\_ **City of Riverside** \_\_\_\_\_

Property Address: \_\_\_\_\_ **40 E. 2nd St., Riverside, IA 52327** \_\_\_\_\_

I/We authorize the escrow and closing services for the sale of the above-described property to be provided by (check one)

Midland Title & Escrow

Other \_\_\_\_\_ **Hawkeye Title & Settlement** \_\_\_\_\_ (name of service provider).

\_\_\_\_\_  
Seller Date

\_\_\_\_\_  
Seller Date

COUNCIL PACKET



RESIDENTIAL PROPERTY SELLER DISCLOSURE STATEMENT

This form is approved by the Iowa City Area Association of REALTORS®



Address of Property: 40 E. 2nd St., Riverside, IA 52327

PURPOSE: Use this statement to disclose information as required by Iowa Code Chapter 558A. This law requires certain sellers of residential property that includes at least one (1) but no more than four (4) dwelling units to disclose information about the property to be sold. The following disclosures are made by the seller(s) and not by any agent on behalf of the seller(s).

INSTRUCTIONS TO SELLER(S): (1) Seller(s) must complete this statement. Complete all questions, or attach reports allowed by Iowa Code Section 558.A.4; (2) Disclose all known conditions materially affecting this property; (3) If an item does not apply to this property, check the "N/A" box as not applicable; (4) You must provide information in good faith and make a reasonable effort to ascertain the required information. If the required information is unknown or is unavailable following a reasonable effort, use an approximation of the information and indicate by using "AP", or if the information is unknown indicate by checking the "UNK" box. (5) Additional pages may be attached to this form as needed; (6) Keep a copy of this statement with your other important papers.

1. Basement/Foundation: Any known water or other problems? Yes [ ] No [ ] N/A [ ] UNK [ ]

If yes, explain:
Dates of repairs and/or replacement:

2. Roof: Any known problems? Yes [ ] No [ ] N/A [ ] UNK [ ]

Any known repairs? Yes [ ] No [ ] N/A [ ] UNK [ ]

If yes to either, explain:
Dates of repairs and/or replacement:

3. Well and Pump: Any known problems? Yes [ ] No [ ] N/A [ ] UNK [ ]

Any known repairs? Yes [ ] No [ ] N/A [ ] UNK [ ]

If yes to either, explain:
Dates of repairs and/or replacement:

Any known water tests? Yes [ ] No [ ] N/A [ ] UNK [ ]

If yes, date of last report:
Results of last report:

4. Septic Tanks / Drainage Fields: Any known problems? Yes [ ] No [ ] N/A [ ] UNK [ ]

If yes, explain:
Date of repairs and/or replacement:
Location of septic tank:
Date tank was last cleaned/pumped:

5. Sewer System: Any known problems? Yes [ ] No [ ] N/A [ ] UNK [ ]

Any known repairs? Yes [ ] No [ ] N/A [ ] UNK [ ]

If yes to either, explain:
Date of repairs and/or replacement:

COUNCIL PACKET

6. Heating System(s): Any known problems? Yes  No  N/A  UNK   
Any known repairs? Yes  No  N/A  UNK   
If yes to either, explain: \_\_\_\_\_  
Dates of repairs and/or replacement: \_\_\_\_\_
7. Central Cooling System(s): Any known problems? Yes  No  N/A  UNK   
Any known repairs? Yes  No  N/A  UNK   
If yes to either, explain: \_\_\_\_\_  
Dates of repair and/or replacement: \_\_\_\_\_
8. Plumbing System(s): Any known problems? Yes  No  N/A  UNK   
Any known repairs? Yes  No  N/A  UNK   
If yes to either, explain: \_\_\_\_\_  
Dates of repairs and/or replacement: \_\_\_\_\_
9. Electrical System(s): Any known problems? Yes  No  N/A  UNK   
Any known repairs? Yes  No  N/A  UNK   
If yes to either, explain: \_\_\_\_\_  
Dates of repairs and/or replacement: \_\_\_\_\_
10. Pest Infestation (e.g., termites, carpenter ants): Any known problems? Yes  No  N/A  UNK   
If yes, date(s) of treatment(s): \_\_\_\_\_  
Any known structural damage? Yes  No  N/A  UNK   
If yes, explain: \_\_\_\_\_  
Dates of repairs and/or replacements: \_\_\_\_\_
11. Asbestos: Any known to be present in the structure? Yes  No  N/A  UNK   
If yes, explain: \_\_\_\_\_  
\_\_\_\_\_
12. Radon: Any known tests for the presence of radon gas? Yes  No  N/A  UNK   
If yes, date of last report: \_\_\_\_\_  
Results of last report: \_\_\_\_\_  
\_\_\_\_\_
13. Lead-Based Paint: Any known to be present in the structure? Yes  No  N/A  UNK   
Was the dwelling constructed prior to January 1, 1978? Yes  No  N/A  UNK   
If yes, complete the "Disclosure of Information and Acknowledgement re: Lead-Based Paint and/or Lead-Based Paint Hazards"

# COUNCIL PACKET

14. Flood Plain: Do you know if the property is located in a flood plain? Yes  No  N/A  UNK

If yes, what is the flood plain designation?  
\_\_\_\_\_  
\_\_\_\_\_

15. Zoning: Do you know the zoning classification of the property? Yes  No  N/A  UNK

If yes, what is the zoning classification?  
\_\_\_\_\_  
\_\_\_\_\_

16. Covenants: Is the property subject to restrictive covenants? Yes  No  N/A  UNK

If yes, attach a copy or state where a true current copy of the covenants can be obtained:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

17. Shared or Co-Owned Features: Are features of the property known to be shared in common with adjoining landowners, such as walls, fences, roads, and driveways whose use and/or maintenance responsibility may have an effect on the property? Yes  No  N/A  UNK

Any known "common areas" such as pools, tennis courts, walkways or other areas co-owned with others, or a Homeowners' Association which has any authority over the property?

Yes  No  N/A  UNK

If yes, explain:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

18. Physical Problems: Any known settling, flooding, drainage or grading problems? Yes  No  N/A  UNK

If yes, explain:  
\_\_\_\_\_  
\_\_\_\_\_

19. Structural Damage: Any known structural damage? Yes  No  N/A  UNK

If yes, explain:  
\_\_\_\_\_  
\_\_\_\_\_

20. Emerald Ash Borer: Any known Ash trees located on the property? Yes  No  N/A  UNK

The Emerald Ash Borer has been confirmed within 15 miles of the property:

Yes  No  N/A  UNK

Date of any treatment(s):  
\_\_\_\_\_  
\_\_\_\_\_

More information can be found at <https://www.iowadnr.gov/Conservation/Forestry/Forest-Health/Emerald-Ash-Borer>

COUNCIL PACKET

Any additional information:

Please use additional sheets as necessary.

**SELLER(S) DISCLOSURE STATEMENT IS NOT REQUIRED IN THE FOLLOWING INSTANCES:** (1) Property contains no dwelling units or more than four dwelling units; (2) The transfer is made pursuant to court order; (3) The transfer is by mortgagor or mortgagee incident to a foreclosure or deed in lieu of foreclosure, or is incident to contract forfeiture; (4) A transfer from an estate, conservatorship, or trust; (5) A transfer between joint tenants or tenants in common; (6) A transfer to a spouse or a lineal descendent of the transferor; (7) A transfer between spouses as a result of dissolution of marriage or legal separation; (8) A transfer to or from a governmental body; (9) A transfer by quit claim deed; (10) A transfer by a power of attorney.

**SELLER(S) DISCLOSURE:** Seller(s) discloses the information regarding this property based on information known or reasonably available to the Seller(s). The Seller(s) has owned the property since \_\_\_\_\_. The Seller(s) certifies that as of the date signed, this information is true and accurate to the best of my/our knowledge. Seller(s) acknowledge(s) the requirement that Buyer(s) be provided with the "Iowa Radon Home-Buyers and Seller Fact Sheet" prepared by the Iowa Department of Public Health.

[Empty box for Seller signature]

Seller

date

[Empty box for Seller signature]

Seller

date

**BUYER(S) ACKNOWLEDGEMENT:** Buyer(s) acknowledges receipt of a copy of this Real Estate Disclosure Statement. This statement is not intended to be a warranty or to substitute for any inspection the buyer(s) wish to obtain. Buyer(s) acknowledge receipt of the "Iowa Radon Home-Buyers and Seller Fact Sheet" prepared by the Iowa Department of Public Health.

[Empty box for Buyer signature]

Buyer

date

[Empty box for Buyer signature]

Buyer

date

COUNCIL PACKET



DISCLOSURE OF INFORMATION AND ACKNOWLEDGMENT:
LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS
This form approved by the Iowa City Area Association of REALTORS®

Address: 40 E. 2nd St., Riverside, IA 52327

Lead Warning Statement

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

SELLER'S DISCLOSURE (initial)

(a) Presence of lead-based paint and/or lead-based paint hazards (check one below):

[ ] Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

[ ] Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and Reports available to the Seller (check one below):

[ ] Seller has provided the Purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

[ ] Seller has no reports of lead-based paint and/or lead-based paint hazards in the housing.

PURCHASER'S ACKNOWLEDGMENT (initial)

(c) [ ] Purchaser has received copies of all information listed above.

[ ] or, No Records or Reports were available (see (b) above).

(d) Purchaser has received the pamphlet Protect You Family from Lead in Your Home, Lead Poisoning: How to Protect Iowa Families

(e) Purchaser has (check one below):

[ ] Received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; or

[ ] Waived the opportunity to conduct a risk assessment of inspection for the presence of lead-based paint and/or lead-based paint hazards

AGENT'S ACKNOWLEDGMENT (initial)

(f) Agent has informed the Seller of the Seller's obligations under 42 U.S.C. 4852(d) and is aware of his/her responsibility to ensure compliance.

CERTIFICATE OF ACCURACY

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information provided by the signatory is true and accurate:

Seller Date Purchaser Date

Seller Date Purchaser Date

Seller's Agent Date Purchaser's Agent Date

Revised 4/17

formsimplicity



Iowa Department of Public Health  
Promoting and Protecting the Health of Iowans

# IOWA RADON HOME- BUYERS AND SELLERS FACT SHEET



Licensed radon measurement specialists in Iowa can be found by going online to [www.idph.state.ia.us/eh/radon.asp](http://www.idph.state.ia.us/eh/radon.asp) and searching the lists of certified radon measurement specialists by county or by license number. Additional radon information is available from the state radon program at 800-383-5992, EPA's Web site [www.epa.gov/radon](http://www.epa.gov/radon) and the American Lung Association Web site at [www.lungusa.org](http://www.lungusa.org).

6/2009



### **What is Radon?**

Radon gas occurs naturally in the soil, and is produced by the radioactive breakdown or decay of uranium and radium. Long ago, glacial activity left behind ground-up deposits of many minerals such as uranium in the soil or upper crust in Iowa. Because radon is a gas it can seep into buildings, including homes. It is an odorless and invisible gas that is also radioactive and harmful to humans when inhaled.

### **Where is Radon found in Iowa?**

EPA has identified all counties in Iowa as Zone 1. Zone 1 counties have a predicted average indoor radon screening level of more than 4 pCi/L (picocuries per liter). The total average indoor radon level in Iowa is 8.5 picocuries per liter (pCi/L) of air, and in the United States it is 1.3 pCi/L of air. Average radon levels of 4 pCi/L are considered elevated, and remediation is recommended.

The primary source of high levels of radon in homes is in the soil below and soil surrounding the home. It is found in new and old homes, and in homes with and without basements. Based on data collected from radon home tests, the Iowa Department of Public Health (IDPH) estimates that as many as 5 in 7 homes (or greater than 50-70%) across Iowa have elevated radon levels. Radon levels can vary from area to area and can vary considerably from house to house, even on the same street and neighborhood. A high and low level of radon can be found in homes directly next to each other.

### **How does Radon get into a home?**

Warm air rises, creating a small vacuum in the lower areas of a house. Radon moves through and into the home as air moves from a higher pressure in the soil to a lower pressure in the home. Radon gas seeps into a house the same way air and other soil gases enter: from the soil around and under the home and through cracks in the foundation, floor or walls; hollow-block walls; and openings around floor drains, pipes and sump pumps; and through crawl spaces.

### **What are the Health Effects of Radon?**

There is overwhelming scientific evidence that exposure to elevated levels of radon causes lung cancer in humans. Radiation emitted from

radon can cause cellular damage that can lead to cancer when it strikes living tissue in the lungs. Radon is the first leading cause of lung cancer in nonsmokers, and the second leading cause of lung cancer overall. It is responsible for about 21,000 deaths every year in the US. EPA also estimates that long-term exposure to radon potentially causes approximately 400 deaths each year in Iowa.

### **How do Home Buyers in Iowa find out if a home they are purchasing has elevated levels of Radon?**

Home buyers interested in purchasing a home can test the homes for radon by contacting a licensed or certified radon measurement specialist. They can find a list of licensed radon measurement specialists by going online to [www.idph.state.ia.us/eh/radon.asp](http://www.idph.state.ia.us/eh/radon.asp) and searching the list of Iowa radon measurement specialists by county, or by contacting a real-estate professional for help on finding a radon testing professional. Remember, the IDPH, the Environmental Protection Agency, the American Lung Association, and the Surgeon General recommend radon testing all new and existing homes for radon in Iowa before they are sold or before they are transferred to a different owner.

### **How can elevated levels of Radon be fixed?**

Licensed or credentialed radon mitigation contractors can install a radon mitigation system that provides a permanent solution. A typical radon mitigation system includes a suction point that addresses the soil underneath the structure. A home that has been mitigated will usually have a much lower radon level than the EPA's action level of 4 picocuries per liter. Addressing residential radon issues is an excellent step toward assuring good indoor air quality. A list of licensed radon mitigation contractors can be obtained from the state radon program by going online to [www.idph.state.ia.us/eh/radon.asp](http://www.idph.state.ia.us/eh/radon.asp) and then clicking on the list of Iowa credentialed radon mitigation specialists by county. A radon information packet can also be obtained by calling 1-800-383-5992.

### **Additional Information:**

Additional information about radon is available from the state radon program at 800-383-5992, and EPA's Web site, [www.epa.gov/radon](http://www.epa.gov/radon) or the American Lung Association Web site at [www.lungusa.org](http://www.lungusa.org).



# APPLICATION

**EASY ENROLLMENT OPTIONS**

Online: [www.onlinehsa.com](http://www.onlinehsa.com)

Phone: 800.367.1448 • Fax: 800.329.2478

Mail WITH payment: HSA, P.O. Box 2803 • Memphis, TN 38101

Mail WITHOUT payment: HSA, P.O. Box 849 • Carroll, IA 51401

Contract Number

Date Assigned

Form Number **IR2020**

**PROPERTY INFORMATION (REQUIRED)**

Property Address to be Covered \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Listing Expiration Date (if selling) \_\_\_\_\_

**REAL ESTATE PROFESSIONAL INFORMATION**

Initiating Real Estate Associate:  Buyer  Seller

Real Estate Company Information \_\_\_\_\_

Main Office Number \_\_\_\_\_ Fax Phone Number \_\_\_\_\_

Agent Name \_\_\_\_\_ Agent Email \_\_\_\_\_

**COOPERATING REAL ESTATE ASSOCIATE**

Buyer  Seller

Main Office Number \_\_\_\_\_ Fax Phone Number \_\_\_\_\_

Agent Name \_\_\_\_\_ Agent Email \_\_\_\_\_

**CLOSING INFORMATION**

Escrow/Closing/Title Company \_\_\_\_\_

Main Office Phone Number \_\_\_\_\_ Fax Phone Number \_\_\_\_\_

Estimated Closing Date \_\_\_\_\_ Closing Number \_\_\_\_\_

Closing Representative Name \_\_\_\_\_ Email Address \_\_\_\_\_

**SELLER INFORMATION**

First Name \_\_\_\_\_ Last Name \_\_\_\_\_

Phone Number \_\_\_\_\_ Email Address \_\_\_\_\_

Mailing Address - Only if different from covered property \_\_\_\_\_

**BUYER INFORMATION**

First Name \_\_\_\_\_ Last Name \_\_\_\_\_

Phone Number \_\_\_\_\_ Email Address \_\_\_\_\_

Mailing Address - Only if different from covered property \_\_\_\_\_

**SELECT COVERAGE DESIRED**

SELLER/BUYER COVERAGE	\$100 TRADE CALL FEE
Single Family	<input type="checkbox"/> \$485
Condominium	<input type="checkbox"/> \$450
Duplex	<input type="checkbox"/> \$775
Triplex	<input type="checkbox"/> \$1,065
Fourplex	<input type="checkbox"/> \$1,350

**SELLER HVAC OPTION**

Central heat, air conditioning/heat pump  \$60

**NEW CONSTRUCTION (Coverage begins one year after closing)**

Year 2 through 4  \$600

New Construction: Call 800.367.1448 for optional coverage pricing.

**BUYER 7 STAR UPGRADE\***

\$149

**BUYER OPTIONS**

Electronics Plan	<input type="checkbox"/> \$216
Water softener	<input type="checkbox"/> \$40
Electronic air cleaner	<input type="checkbox"/> \$35
Home freezer	<input type="checkbox"/> \$30
Roof leaks	<input type="checkbox"/> \$45
Hot tub	<input type="checkbox"/> \$150
Swimming pool	<input type="checkbox"/> \$150
Pool/hot tub combination (must share common mechanicals)	<input type="checkbox"/> \$175

**TOTAL**

Subtotal	\$ _____
Total (payment due at closing)	\$ _____

Please mail payment in with application.

**Coverage Limitations:** Some limitations and general exclusions apply to covered items. Please read the sample contract section of this brochure for details.

**Purchase Agreement:** By application for this contract, seller and/or buyer represent that, to the best of their knowledge, all items are in good working order on the date of application for this coverage. Further, seller and/or buyer agree that failure to notify HSA prior to repair or replacement of any covered item may result in a refusal of coverage on that item.

HSA discloses to the purchaser of this warranty, and the purchaser consents and acknowledges by his/her signature that the employing broker may receive a minimal fee for services rendered in marketing or administering the sale of this warranty plan.

Coverage Desired:  Seller Coverage  Buyer Coverage

Applicant signature \_\_\_\_\_

Date \_\_\_\_\_

**WAIVER:** Purchase of this coverage is not mandatory. HSA is not the only warranty available. No other services are contingent upon the purchase of the warranty. I have reviewed the home warranty protection plan and hereby decline coverage.

Signature \_\_\_\_\_ Date \_\_\_\_\_



# Enroll Now

2-10.com/agent | 800.795.9595



## SELECT YOUR COVERAGE

For multiple units, guest homes, casitas or homes over 5,000 square feet, CALL FOR A QUOTE.

- Seller Coverage** *Seller Service Fee \$100*
  - \$50 Seller A/C and Heat Pump Option
- Buyer Coverage** *Multi-year pricing available upon request.*
  - Supreme Coverage**
    - \$545 Single-Family
    - \$525 Condo/Townhome/Multi-Family

### New Construction

3 years of systems and appliances protection | Complements 2-10 HBW structural warranty

- \$750 Supreme**
- Begin at closing     Begin 1 year after closing

### Additional Buyer Options

May be purchased up to 30 days after closing. Pricing is shown per year.

- \$50 Additional Refrigerator, Built-In Wine Cooler, Freestanding Freezer or Wet Bar Refrigerator (sold separately)
- \$100 Luxury Package     \$75 Well Pump
- \$180 Pool/Spa Freshwater     \$60 Extended Pipe Leak
- \$355 Pool/Spa Saltwater     \$100 Roof Leak
- \$180 Additional Pool/Spa     \$50 Service Fee Buy Down to \$75
- \$50 Septic System

## PROPERTY INFORMATION

### Home to be Covered

Address \_\_\_\_\_  
 City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
 Mailing address if different from above:  
 Address \_\_\_\_\_  
 City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

### Home Seller(s) and Buyer(s) Information

Seller(s) Name \_\_\_\_\_ City of Riverside \_\_\_\_\_  
 Phone \_\_\_\_\_ Email \_\_\_\_\_  
 Buyer(s) Name \_\_\_\_\_  
 Phone \_\_\_\_\_ Email \_\_\_\_\_

### Go Green - I want to go paperless!

Receive your confirmation and download your Home Warranty Service Agreement electronically. (Be sure to provide email above.)

### Agent Information

Service Agreement being purchased by:  Seller  Buyer  Other

#### Seller's Agent Information

Agent Name \_\_\_\_\_ Kris Westfall \_\_\_\_\_  
 Real Estate Office \_\_\_\_\_ Iowa Realty \_\_\_\_\_  
 Phone \_\_\_\_\_ Email \_\_\_\_\_

#### Buyer's Agent Information

Agent Name \_\_\_\_\_  
 Real Estate Office \_\_\_\_\_  
 Phone \_\_\_\_\_ Email \_\_\_\_\_

#### Closing Agency/Title Company

Name \_\_\_\_\_  
 Address \_\_\_\_\_  
 Closing Date \_\_\_\_\_ File # \_\_\_\_\_  
 Phone \_\_\_\_\_ Email \_\_\_\_\_

### Totals

\$ \_\_\_\_\_ Service Agreement  
 \$ \_\_\_\_\_ Seller A/C and Heat Pump Option  
 \$ \_\_\_\_\_ Buyer Option(s)  
 \$ \_\_\_\_\_ State Sales Tax (where applicable)  
 \$ \_\_\_\_\_ **Total Due**

Sales tax may apply. The above charges for the principal unit and additional units include the full amount of all fees, if any, payable to the real estate broker and its agents for processing, administering and advertising. Payment can be made by check or credit card. Payments outside of close of sale are accepted.

**MAKE CHECKS PAYABLE TO: Home Buyers Resale Warranty Corporation, PO Box 952848, St. Louis, MO 63195-2848**

- I accept to purchase coverage.**
- Waiver:** After being advised of the benefits and cost of this Service Agreement, I decline coverage. I agree to hold the Broker and/or Agent harmless if there is a failure later that would have been covered under this Service Agreement.

Seller Signature \_\_\_\_\_ Date \_\_\_\_\_ Buyer Signature \_\_\_\_\_ Date \_\_\_\_\_

Seller, by signing you acknowledge that you have read this Home Warranty Service Agreement, including all terms and conditions. The Seller hereby represents that known pre-existing defects have been declared to the Buyer and that all items for which coverage is provided are in satisfactory operating condition. Buyer, by signing you acknowledge that you have read this Home Warranty Service Agreement, including all terms and conditions, and understand that the Service's obligation to perform hereunder is conditional upon the truth and accuracy of statements made in these declarations and upon full performance hereunder by the Seller and Buyer. BOTH PARTIES AGREE THAT THE OBLIGATIONS HEREUNDER FOR REPAIR OR SERVICE ARE SOLELY THOSE OF THE SERVICE AND NOT THE OBLIGATIONS OF ANY REAL ESTATE FIRM. THE PURCHASE OF A RESIDENTIAL HOME WARRANTY SERVICE AGREEMENT IS OPTIONAL AND SIMILAR COVERAGE MAY BE PURCHASED THROUGH OTHER RESIDENTIAL SERVICE COMPANIES OR INSURANCE COMPANIES AUTHORIZED TO TRANSACT BUSINESS.

RESOLUTION #101920-06

RESOLUTION TO APPROVE PROFESSIONAL SERVICES AGREEMENT WITH CARL A. NELSON & CO. FOR DESIGN SERVICES OF COMMUNITY CENTER

Whereas, the City of Riverside City Council agrees to enter into a Professional Services Agreement with Carl A. Nelson Co. for Community Survey, Feasibility Design, and Cost Opinion for a new Community Center in Riverside.

Therefore, be it resolved the City of Riverside City Council does hereby approve to enter into this attached proposed agreement for design services at fee not to exceed \$10,000.

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

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

Ayes:

Nays:

Absents:

Passed and Approved by the City Council of Riverside, Iowa and approved this 19th day of October, 2020

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

Allen Schneider, Mayor

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

Becky LaRoche, City Clerk

## COUNCIL PACKET



1815 Des Moines Ave.  
Burlington, IA 52601

main 319.754.8415  
fax 319.753.2208

[www.carlnelsonco.com](http://www.carlnelsonco.com)

September 2, 2020

Christine Yancey  
City of Riverside  
60 Greene Street  
Riverside, IA 52327

RE: Community Survey, Feasibility Design, and Cost Opinion  
Mixed Use Community Building

Dear Ms. Yancey:

Per our discussion, we are pleased to submit this proposal for design services that include the following:

- Organize and distribute a community survey. Analyze the survey responses to better understand the needs of Community and what type of space is desired.
- Develop a space program using the survey results that will be used to guide the design of the facility.
- Conduct a building code study and evaluate the site conditions to better understand the parameters that will govern the design of the facility.
- Develop a blocking diagram floor plan based on space program, site conditions, and applicable building codes.
- Provide a cost estimate that accounts for the entire project including development cost, construction cost, professional fee's, administrative & legal cost, and furniture, fixtures, and equipment cost so the City has a clear understanding of the total cost before advancing the design into the next phases.
- Prepare and distribute a request for proposal (RFP) for the remainder of the design services and assist the City with selecting a design team.

Under this approach, we are splitting the first phase of the design known as Schematic Design, into two steps. Step one is to complete the scope of this proposal as described above and step two would include the remainder of the Schematic Design services. We believe this approach to the beginning stage of design is best because it will allow the City the flexibility to determine the needs of the Community and the viability of the project prior to committing and completing the subsequent phases of the design process and before additional design fees are incurred. This stage of design, described above, is often skipped and results in designed floor plans that are unattainable from a cost perspective and ends with money spent for a design you can't afford to build. When we began working with City of Kalona on their Community Center project this was the position they were in.

In the event the initial space program and estimated cost exceeds the City's budget we will work with your team to make alternations to the program while providing real time updates to the cost estimate so, as a team, we can understand how decisions made are influencing the cost. This process would continue until the estimated cost for the project is inline with the City's budget. Under this proposal our goal would be for the City to move forward on this project with a space program supported by the Community and more importantly an accurate account of cost that supports the space program.

COUNCIL PACKET

Christine Yancey  
Page 2  
September 2, 2020

We propose to provide these services for a price not to exceed \$10,000. We will bill our time and reimbursable expenses against the \$10,000 cap. If we complete the services included in the proposal under the \$10,000 cap all saving will be retained by the City. If expenses exceed the cap they will not be billed to the City. Attached is our current labor rates that will be used to bill against the price not to exceed.

We appreciate your treating this proposal as confidential. We look forward to working with you to make this project a success.

Sincerely,

CARL A. NELSON & COMPANY

A handwritten signature in black ink that reads "Tad Morrow". The signature is written in a cursive, slightly slanted style.

Tad Morrow  
Project Engineer

# COUNCIL PACKET

**Carl A Nelson & Company**  
**Labor Rates**  
**Rates good thru July 1, 2021**  
**Rev. 07/28/2020**

<b>Trade</b>	<b>Straight Time Rate</b>	<b>Overtime Rate</b>
Field Engineer - Estimator	\$78.60	\$78.60
Project Engineer	\$81.84	\$81.84
Project Manager Assistant	\$42.70	\$57.77
Project Manager - Chief Estimator - Architect	\$109.18	\$109.18
Structural Engineer	\$130.00	\$130.00
Project Executive	\$135.00	\$135.00

These rates include wages, labor overhead, payroll taxes, insurance, and fringe benefits. The above rates are effective through July 1, 2021. On and after that date the rates shall be annually adjusted.

If the work being performed is Steel Erection or Roofing Classification numbers 5040, 5059 or 5551 as defined by the National Council on Compensation Insurance, Inc., the above rates shall be adjusted upward by 4%.

COUNCIL PACKET

RESOLUTION #101920-07

RESOLUTION TO APPROVE THE PURCHASE FIRE DEPARTMENT DOOR ACCESS SYSTEM

WHEREAS, the City of Riverside City Council finds there is a need to replace entry door access at the Riverside fire Station. Fire department personal have obtained two price quotes to update door entry systems.

THEREFORE, BE IT RESOLVED, the City of Riverside City Council, hereby approves the purchase Door Access Equipment and installation from \_\_\_\_\_ in the amount of \_\_\_\_\_.

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

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

Ayes:

Nays:

Abstain/Absent:

PASSED AND APPROVED by the City Council of Riverside, Iowa and approved this 19th day of October.

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

Allen Schneider, Mayor

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

Becky LaRoche, City Clerk



Bid #1



Phone Mobile  
Jeff.Nagle@convergint.com

September 30, 2020

Riverside Fire Department  
Riverside Fire Department  
271 East 1st Street Riverside, Iowa 52327  
Attention: Toby Hancock

Quotation: JN01302897P

Reference: Riverside Door Access  
Door Access Equipment

On behalf of our thousands of global colleagues, I want to personally thank you for considering Convergint Technologies for this project and for providing us with the opportunity to present this proposal addressing your electronic security needs. We are confident that this proven solution is both comprehensive and customized to meet your needs today and in the years ahead.

Convergint has developed a strong reputation for service excellence and is the only company recognized twice as the Systems Integrator of the Year by SDM Magazine. Most recently, Convergint was ranked the largest global systems integrator. This recognition is, in part, a reflection of the strong relationships Convergint has developed with the industry's top technology manufacturers. Convergint Technologies has a strong history of success with similar solutions provided to other clients and would be happy to provide these references upon request.

Our guiding principal has always been to be a customer-focused and service-based company, supported by dedicated and certified professionals who strive to make a daily difference. Our vision of becoming our customers' best service provider is what drives everything we do. After achieving a successful on-time and on-budget project installation, Convergint will provide you with the industry's best on-going service. This service includes our 24/7 customer portal (iCare), designed to track service work orders, project progress, and provide you with detailed metric reporting for continuous improvement.

The following security proposal is specifically designed to meet your needs. As your single point of contact, please feel free to contact me with any additional questions you may have. Thank you again for considering Convergint Technologies as your partner for your electronic security needs.

**Scope of Work**

- All equipment listed in Material Listing below delivered and installed per all equipment specifications.
- Conduits and Cable Pull: All to be provided by customer provided Electrician.
- Control Computer: Provided by customer. Can utilize existing local computer system, is not required to be dedicated.
- A four (4) door system is included and all equipment listed installed by Convergent Technologies.
- Includes all required customer Training.
- Warranty: All equipment listed carries a full One-Year warranty for all parts and labor.
- **Optional Items:** For Door Position Switch or Request-to-Exit device – add \$150.00 each.

**Materials**

Line	Qty	Part	Description	Manufacturer
1		Control Panel		
2	1.00	S2-NB4-E2R-WM	Includes 4 portal license and 1 ACM blade in wall mount enclosure with 6 available expansion slots.	S2
3	1.00	S2-ACM	Access control application extension blade with support for 2 OSDP or 2 Wiegand readers, 4 inputs and 4 outputs.	S2
4	1.00	TPE-S44	TRENDnet - 8 Port 10/100 Mbps 4 ports PoE Fast Ethernet Switch	3xLOGIC
5		Keypad/Keyfob/Card Readers		
6	4.00	921PTNNEK0000	RDR, RPK40, MULTICLASS, SE REV E, KPD, STD PROX, STD, WIEGAND, PIG, BLK, STD 1 SECURITY, LED RED, FLASH GRN, BZR ON, IPM OFF, KPF-4-BIT, 32 BIT	HID
7		Keyfobs		
8	100.00	3250PNNMN	ICLASS SE KEYFOB 2K/2, PROG ICLASS, BLACK W/BLUE HID, MATCH ICLASS #	HID
9		Door Hardware		
10	4.00	9500-630	9500-630 12/24VDC, FIRE, RIM, SURF MT US32D	HES
11		Power Supply		
12	1.00	AL400ULACM CB	POWER SUPPLY/CHARGER-4 AMP O 4 AMP OR 24VDC 3 AMP WITH ACM 8 POWER CONTROLLE	Altronix
13	2.00	PW-PS1270F2	12V 7AH SLA BATTERY F2	POWER-SONIC
14		Cable		
15	1.00	Access Cable; Speed Pull	Access Cable; Speed Pull; Plenum Cable Special	PSA
<b>Total Project Price</b>				\$ 13,191.03

**Clarifications and Exclusion**

1. All work proposed herein, shall be performed during normal business hours Monday through Friday 8:00 am - 5:00 pm.
2. Low voltage wiring shall be installed via open air code approved methods.
3. Provision or installation of conduit, wire, boxes, fittings or other electrical installation materials unless specifically listed under Inclusions or Bill of Materials.
4. Permits or associated fees are not included.
5. Customer to provide static IP addresses and network connections at panel locations.
6. Customer to provide a secured staging & storage area for project related materials.
7. Fifty percent (50%) of the proposed sell price shall be payable to Convergent Technologies for project mobilization. Mobilization shall be invoiced and due upon customer acceptance of this proposal.
8. Proposal does not include sales tax unless otherwise noted.
9. Anything in the Contract Documents notwithstanding, in no event shall either Contractor or Subcontractor be liable for special, indirect, incidental or consequential damages, including commercial loss, loss of use, or lost profits, even if either party has been advised of the possibility of such damages.
10. Convergent Technologies reserves the right to negotiate mutually acceptable contract terms and conditions with customer by making mutually agreeable changes to the formal contract included in the Bid Documents.

**Performance Items**

Items Included	
Applicable Taxes	Attend Owner Project Meetings
Cable	Door wiring typical connections
Electrified Door Locking Hardware	Installation of Control Equipment Enclosures
Installation of Control Panels	Installation of Network Cabling to Card Readers
Loading Software on Customer Provided Computer	Mounting/Termination of Proposed Devices
One-Year Warranty on Labor	One-Year Warranty on Parts
Operations & Maintenance Manuals	Owner Training
Panel wiring with point to point connections	Servers by Others
System is Design-Build	System Programming
Termination of Control Equipment Enclosures	Testing of all Proposed Devices
Workstations by Others	

Items Excluded	
120 VAC Power and Fused Disconnect Switch	120 VAC Power Receptacles
Additional Lighting Requirements for Cameras	Attend General Contractor Project Meetings
Authority having Jurisdiction permit drawing (requires customer CAD)	Ceiling Tiles and Ceiling Grid Repairs
Connection to Building Fire Alarm Panel	Correction of Wiring Faults Caused by Others
Electrical Installation Permit	Engineering and Drawings
Equipment rack layout drawing	FA Permit and Plan Review Fees
Fire Stopping (Excludes Existing Penetrations)	Fire Watch
Floor Coverings for Lifts	Floor plan with device placement and numbering (requires customer CAD)
Freight (prepaid)	Horizontal Core Drilling
Installation of Bridle Rings	Installation of CCTV Cameras
Installation of Conduit, Boxes and Fittings	Installation of Intercom Systems
Installation of Intrusion Panels	Installation of Low Voltage Wire
Installation of Network Cabling to IP Cameras	Installation of Network Cabling to IP Intercoms
Installation of Specialty Backboxes	Installation of Terminal Cabinets
Installation of Video Recorders (DVR/NVR)	Installation of Wire and Cable
Installation of Wire Hangars	Lifts
Low Voltage Permits	Material (listed in the BOM)
On-Site Lockable Storage Facility	Owner to Provide DHCP Lease Reservations for Network Connected Devices
Owner to Provide Static IP Addresses	Panel Wall Elevation drawing (may require customer CAD)
Patch and Paint	Payment & Performance Bonds
Project Management	Record Documentation (As-Built)
Riser drawing with home run wiring	Servers by Convergent
Specialty Backboxes	Submittal Drawings
System Engineering	System Meets Plans/Drawings
Terminal Cabinets	Vertical Core Drilling
Wire	Workstations by Convergent

**Total Project Investment:**

**\$ 13,191.03**

Thank you for considering Convergent Technologies for your Security needs. If you have any questions or would like additional information, please don't hesitate to contact me immediately. If you would like to proceed with the scope of work as outlined in this proposal, please sign below and return to my attention.

Sincerely,

**Jeff Nagle**  
Convergent Technologies  
Jeff Nagle

By signing below, I accept this proposal and agree to the Terms and Conditions contained herein

Toby Hancock

September 30, 2020

\_\_\_\_\_  
Customer Name (Printed)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Title

Throughout this Installation Proposal, the term, "Convergent" refers to the Convergent Technologies affiliate operating in the state/province in which the work is being performed.

**SECTION 1. THE WORK**

This Installation Proposal takes precedence over and supersedes any and all prior proposals, correspondence, and oral agreements or representations relating to the work set forth in the attached scope of work ("Work"). This Installation Proposal commences on the Start Date as specified in the attached scope of work and represents the entire agreement between Convergent and Customer (the "Agreement"). In the event any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement shall remain in full force.

Convergent agrees in accordance with the mutually agreed project schedule:

- a. To submit shop drawings, product data, samples and similar submittals if required in performing the Work;
- b. To pay for all labor, materials, equipment, tools, supervision, programming, testing, startup and documentation required to perform the Work in accordance with the Agreement;
- c. Secure and pay for permits and governmental fees, licenses and inspections necessary for proper execution and completion of the Work, unless local regulations provide otherwise; and
- d. Hire subcontractors and order material to perform part of the Work, if necessary, while remaining responsible for the completion of the Work.

Customer agrees in accordance with the mutually agreed project schedule, and at no cost to Convergent:

- a. To promptly approve submittals provided by Convergent;
- b. To provide access to all areas of the facility which are necessary to complete the Work;
- c. To supply suitable electrical service as required by Convergent; and
- d. That in the event of any emergency or systems failure, reasonable safety precautions will be taken by Customer to protect life and property during the period of time from when Convergent is first notified of the emergency or failure and until such time that Convergent notifies the Customer that the systems are operational or that the emergency has cleared.

No monitoring services are included in the Work. Any such services shall be governed by a separate agreement.

Title to the Work, including any materials comprising the Work, shall pass to Customer as the Work is completed and the materials are incorporated into the Work at Customer's site. If materials are earlier stored on Customer's site pursuant to agreement between Customer and Convergent, title with respect to such materials shall pass to Customer upon delivery to Customer site.

**SECTION 2. PRICING**

Pricing and amounts proposed shall remain valid for 30 days unless otherwise specified. Price includes only the material listed based on Convergent's interpretation of plans and specifications unless noted otherwise. Additional equipment, unless negotiated prior to order placement, will be billed accordingly. Sales taxes, (and in Canada GST/PST) and any other taxes assessed on Customer shall be added to the price upon invoice to Customer.

**SECTION 3. INVOICE REMITTANCE AND PAYMENT**

If the Work is performed over more than a month, Convergent will invoice Customer each month for the Work performed during the previous month. Customer agrees to pay the amount due to Convergent as invoiced, within thirty (30) days of the date of such invoice. If the Work is completed in less than one month, Customer agrees to pay Convergent in full after the Work has been performed within thirty (30) days of the date of being invoiced. Invoices shall not include or be subject to a project retention percentage. If Customer is overdue in any payment to Convergent, Convergent shall be entitled to suspend the Work until paid, and charge Customer an interest rate 1 and 1/2% percent per month, (or the maximum rate permitted by law, whichever is less), and may avail itself of any other legal or equitable remedy. Customer shall reimburse Convergent costs incurred in collecting any amounts that become overdue, including attorney fees, court costs and any other reasonable expenditure.

**SECTION 4. WARRANTY**

Convergent provides the following SOLE AND EXCLUSIVE warranty to the Customer: For the period of one (1) year, commencing at the earlier of substantial completion of the Work, or first beneficial use, ("Warranty Period"):

- a. That Work performed under this Agreement will be of good quality;
- b. That all equipment will be new unless otherwise required or permitted by this Agreement;
- c. That the Work will be free from defects not inherent in the quality required or permitted; and
- d. That the Work will conform to the requirements of this Agreement.

The Customer's sole remedy for any breach of this warranty is that Convergent shall remove, replace and/or repair at its own expense any defective or improper Work, discovered within the Warranty Period, provided Convergent is notified in writing of any defect within the Warranty Period.

Any equipment or products installed by Convergent in the course of performing the Work hereunder shall only carry such warranty as is provided by the manufacturer thereof, which Convergent hereby assigns to Customer without recourse to Convergent. Upon request of Customer, Convergent will use commercially reasonable efforts to assist Customer in enforcing any such third-party warranties. This warranty excludes remedy for damage or defect caused by abuse, modifications not executed by Convergent, improper or insufficient maintenance, improper operation, or normal wear and tear under normal usage. NO FURTHER WARRANTIES OR GUARANTIES, EXPRESS OR IMPLIED, ARE MADE WITH RESPECT TO ANY GOODS OR SERVICES PROVIDED UNDER THIS AGREEMENT, AND ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY DISCLAIMED.

**SECTION 5. CHANGES**

Without invalidating this Agreement or any bond given hereunder, Customer or Convergent may request changes in the Work. Any changes to the Agreement shall be in writing signed by both Customer and Convergent. If Customer orders any additional work or causes any material interference with Convergent's performance of the Work, Convergent shall be entitled to an equitable adjustment in the time for performance and in the Agreement Price, including a reasonable allowance for overhead and profit.

**SECTION 6. FORCE MAJEURE**

Neither Customer nor Convergent shall be responsible or liable for, shall incur expense for, or be deemed to be in breach of this Agreement because of any delay in the performance of their respective obligations pursuant to this Agreement due solely to circumstances beyond their reasonable control ("Force Majeure") and without the fault or negligence of the party experiencing such delay. A Force Majeure event shall include, but not be limited to: accident, fire, storm, water, flooding, negligence, vandalism, power failure, installation of incompatible equipment, improper operating procedures, source current fluctuations or lighting. If performance by either party is delayed due to Force Majeure, the time for that performance shall be extended for a period of time reasonably necessary to overcome the effect of the delay. Any Services required by Convergent due to reasons set forth in this Force Majeure Section shall be charged to Customer in addition to any amounts due under this Agreement.

**SECTION 7. INSURANCE**

Convergent shall have the following insurance coverage during the term of this Agreement, and shall provide certificates of insurance to the Customer prior to beginning work hereunder:

Worker's Compensation	Statutory Limits
Employer's Liability	\$1,000,000 per occurrence/aggregate
Commercial General Liability	\$1,000,000 per occurrence/aggregate \$2,000,000 general aggregate
Automobile Liability	\$1,000,000 per occurrence/aggregate
Excess/Umbrella Liability	\$10,000,000 per occurrence/aggregate

All insurance policies carried by Convergent shall be primary to and noncontributory with the insurance afforded to Customer and shall name the Customer as "additional insured", with respect to liability arising out of work performed by Convergent, as applicable, but only to the extent of liabilities falling within the indemnity obligations of Convergent, pursuant to the terms of this Agreement. Convergent shall provide to the Customer no less than thirty (30) days' notice prior to the termination or cancellation of any such insurance policy.

**SECTION 8. INDEMNIFICATION**

Convergent shall indemnify and hold Customer harmless from and against claims, damages, losses and expenses, attributable to bodily injury, sickness, disease or death, or to destruction of tangible property, but only to the extent caused by: a) the negligent or willful acts or omissions of Convergent or Convergent's employees or subcontractors while on Customer's site, or b) the malfunction of the equipment supplied by Convergent, or c) Convergent's breach of this Agreement.

IN NO EVENT SHALL EITHER CONVERGENT OR CUSTOMER BE LIABLE TO THE OTHER PARTY HERETO FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING COMMERCIAL LOSS, LOSS OF USE OR LOST PROFITS, EVEN IF THAT PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL CONVERGENT BE LIABLE TO CUSTOMER FOR ANY AMOUNTS IN EXCESS OF THE AMOUNTS PAID BY CUSTOMER TO CONVERGENT.

It is understood and agreed by the parties hereto that Convergent is or may be providing intrusion products which are designed to provide notification of certain events but are not intended to be guarantees or insurers against any acts for which they are supposed to monitor or inform. Convergent's indemnification obligation pursuant to Section 8 herein, does not apply to the extent the loss indemnified against is caused by any intrusion product or software provided by but not manufactured by Convergent. Convergent shall have no liability to Customer for any losses to the extent such losses are caused by the intrusion product or software. Customer shall indemnify, defend, and hold harmless Convergent, from and against all claims, lawsuits, damages, losses and expenses by persons not a party to this Agreement, but only to the extent caused by such intrusion product or software provided by but not manufactured by Convergent.

**SECTION 9. COMPLIANCE WITH LAW, SAFETY, & HAZARDOUS MATERIALS**

This Agreement shall be governed and construed in accordance with the laws of the state/province in which the Work is being performed. Convergent agrees to comply with all laws and regulations relating to or governing its provision of the Work. Convergent shall comply with all safety related laws and regulations and with the safety program of the Customer, provided such program is supplied to Convergent prior to beginning work.

In the event that Convergent discovers or suspects the presence of hazardous materials, or unsafe working conditions at Customer's facility where the Work is to be performed, Convergent is entitled to stop the Work at that facility if such hazardous materials, or unsafe working conditions were not provided by or caused by Convergent. Convergent in its sole discretion shall determine when it is "safe" to return to perform the Work at Customer's facility. Convergent shall have no responsibility for the discovery, presence, handling, removing or disposal of or exposure of persons to hazardous materials in any form at the Customer's facility. Customer shall indemnify and hold harmless Convergent from and against claims, damages, losses and expenses, including but not limited to, reasonable attorney's fees, arising out of or resulting from undisclosed hazardous materials, or unsafe working conditions at Customer's facility.

Customer acknowledges that applicable law or regulation may limit Customer's rights and impose obligations with respect to information or data obtained using software capable of obtaining what may in certain circumstances be characterized as biometric information (individually and collectively, the "Software") and agrees that Customer is solely responsible to ensure its own compliance with such laws or regulations. Customer shall completely indemnify, defend (including pay attorneys' fees and disbursements), and hold harmless Convergent, its affiliates, and any employees, agents, contractors or representatives of any of the foregoing from and against any and all losses, liability, damages, penalties, expenses, claims, demands, actions, or causes of action, judgments (finally awarded) or settlements (individually and collectively, "Liabilities") arising from or related to any intentional or negligent acts or omissions of Customer or any of its agents, affiliates, employees, or representatives arising from or related to the Software, any hardware, software, or other services associated with the Software, or the use of any of the foregoing by or on behalf of Customer, including but not limited to those arising from or related to Customer's failure to comply with applicable laws or regulations related to its use of the Software or any hardware, software, or other services associated with the Software, including but not limited to the Customer's failure to obtain any necessary consents from affected individuals or provide any necessary disclosures or protections with respect to the information of such individuals under any applicable privacy or data security law, but excluding matters for which Convergent has agreed to indemnify Customer from and against third party claims for copyright and trade secret infringement under the terms of the End User License Agreement for the Software between Convergent and Customer. Notwithstanding the foregoing, Customer and Convergent agree that Liabilities suffered by a third party (other than an affiliate of Convergent) which are an element of loss subject to indemnification under this paragraph shall be deemed direct damages.

**SECTION 10. DISPUTES**

In the event of any dispute between Convergent and Customer, Convergent and Customer shall first attempt to resolve the dispute in the field, but if that is not successful, then in a meeting between authorized officers of each company. If settlement attempts are not successful, then the dispute shall be decided exclusively by arbitration. Such arbitration shall be conducted in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect and shall be a final binding resolution of the issues presented between the parties. The prevailing party shall be entitled to recover its reasonable attorneys' fees and costs.

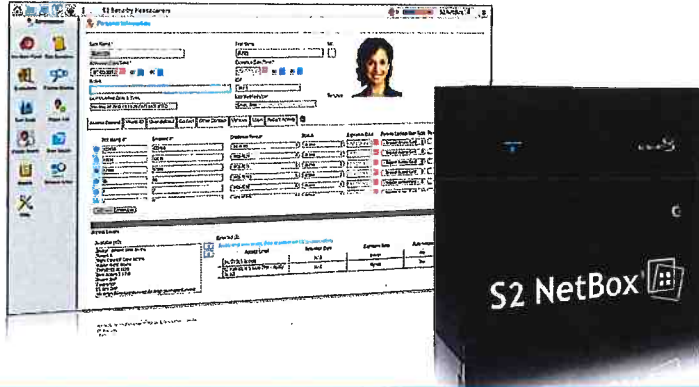
**SECTION 11. MISCELLANEOUS**

Neither party to this Agreement shall assign this Agreement without the prior written consent of the other party hereto. Convergent may assign this Agreement to any of its parents, subsidiaries or affiliated companies or any entity majority owned by Convergent.

Notices shall be in writing and addressed to the other party, in accordance with the names and addresses of the parties as shown above. All notices shall be effective upon receipt by the party to whom the notice was sent.

A waiver of the terms hereunder by one party to the other party shall not be effective unless in writing and signed by a person with authority to commit the Customer or Convergent and delivered to the non-waiving party according to the notice provision herein. No waiver by Customer or Convergent shall operate as a continuous waiver, unless the written waiver specifically states that it is a continuous waiver of the terms stated in that waiver.

The Sections regarding invoicing, warranty, and indemnity, and disputes shall survive the termination of this Agreement.



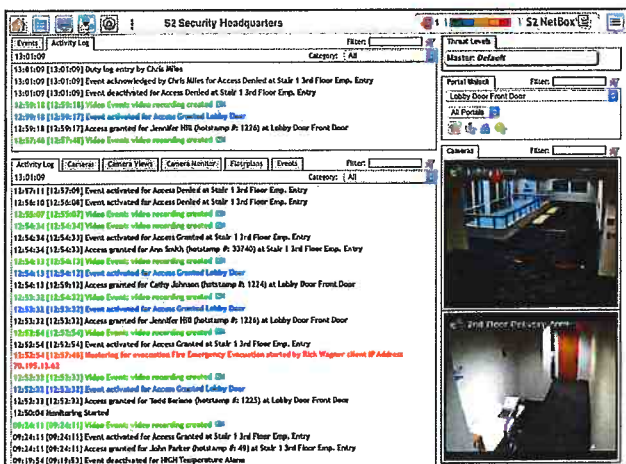
# S2 NetBox®

## Overview

S2 NetBox is a full-featured, web-based access control and event monitoring system that supports up to 32 portals. Features such as person record and cardholder management, event and alarm monitoring, threat level escalation and reporting are accessible from any web browser. There is no software to install.

A solid-state appliance, S2 NetBox is fast and reliable. The system works with existing infrastructure and peripheral devices, making it easy to deploy. S2 NetBox is flexible and scalable, supporting up to seven application blades and up to 32 S2 Nodes. In addition, S2 NetBox tightly integrates with S2 NetVR® series video management systems, providing unified system management and administration. Integration with third party video management systems is also supported.

S2 NetBox serves a range of applications from small businesses to field offices of large enterprises. As organizations grow, migration to S2 NetBox Extreme is seamless. Large, distributed enterprises can also centrally manage multiple S2 NetBox controllers with S2 Global®.



S2 NetBox is web-based, with one-click access to major system functionality.

## Key Features

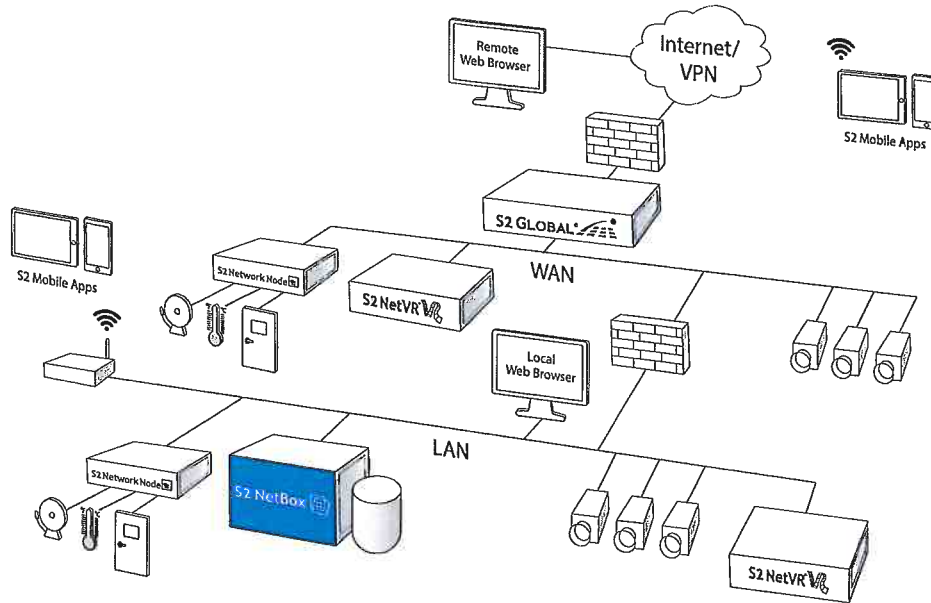
### Access Control

- **Portals:** Supports up to 32 doors or other access points
- **Event and Alarm Monitoring:** Includes comprehensive event logging, notification and escalation
- **Threat Level Management:** Provides configurable system status and response actions such as system lock downs
- **Person Record Management:** Maintains detailed, credential-driven user records and access history
- **Reporting:** Offers pre-defined and custom reports

### System

- **Web Interface:** Delivers browser-based, unified system management and administration
- **Solid-State Design:** Extends product lifecycle, lowering total cost of ownership
- **Blade Support:** Houses up to seven S2 application blades for access control, inputs, outputs and temperature probes
- **Video Integration:** Works with S2 NetVR series video management systems and other third party video systems
- **API Support:** Integrates with third party products such as human resource databases via an open source API
- **Automated System Management:** Automatically discovers S2 Nodes and handles system backups
- **Mobile App:** Allows for mobile security management using S2 Mobile Security Officer®

# COUNCIL PACKET



*Schematic only. Not a network diagram.*

## Specifications – S2 NetBox

Access Control	
Cardholders	20,000
Access Levels	Unlimited
Unique User Roles	16
Simultaneous Users	5
Time Specifications	512
Portal Capacity	32
S2 Node Capacity <sup>1</sup>	32
S2 Application Blade Support	7 application blades for access control, inputs, outputs and temperature probes
Maximum Inputs / Outputs	500 / 500
Online Transactions	Up to 10 million records
Client Requirements	
Operating System	Any; for badging use Windows 7
Browser <sup>2</sup>	Chrome, Internet Explorer, Firefox and Safari
Processor	Intel Core i3 or higher
Memory (RAM)	4GB
Hard Drive	100GB minimum
Appliance	
Storage Capacity	20GB
Processor	Intel Atom N2800
Memory (RAM)	4GB total
Operating System	Ubuntu Linux
Ethernet Ports	1
MTBF	213,447
Chassis	Wall mount
Dimensions (H, W, D)	17in x 17.5in x 8.25in (43.18cm x 44.45cm x 20.95cm)

Appliance (continued)	
Weight	10 lbs (4.54 kg)
Operating Temperature	32° – 95°F (0° – 35°C)
Storage Temperature	-4° – 158°F (-20° – 70°C)
Operating Environment	Humidity 85%, non-condensing 35°C
AC Input	86 – 264 VAC, 47/440 Hz, 1.5A
BTU Maximum	256 per hour
Regulatory Approvals	UL, CE, FCC, RoHS
Warranty	2 years, hardware; 1 year, software

Integrations <sup>3</sup>	
Video Management	S2 NetVR series VMS and other major VMS manufacturers
S2 NetVR Capacity	4
S2 NetVR Camera Capacity	256
Concurrent S2 Client Connections (S2 NetBox, S2 Magic Monitor®, S2 Mobile Security Officer)	5
Third Party VMS Camera Capacity	32
Access Control	Allegion, ASSA ABLOY, DMP and Mercury

Part Numbers	
S2-NB4-E2R-WM	Includes 4 portal license and 1 access control application blade supporting 2 readers

Supports up to 7 application blades. Portal licenses expandable to 32 portals.

<sup>1</sup> S2 Network Node capacity may vary depending on system design.

<sup>2</sup> Refer to the latest Release Notes for browser version compatibility.

<sup>3</sup> For additional integration information, contact sales@s2sys.com.

For more information, please visit [www.s2sys.com](http://www.s2sys.com).

© 2016 S2 Security Corporation. All rights reserved. S2 Security, S2 NetBox, S2 NetVR, S2 Global, S2 Mobile Security Officer and S2 Magic Monitor are registered trademarks of S2 Security Corporation. Third-party trademarks are the property of their respective owners. Data subject to change without notice.

S2041416





# HID® iCLASS SE® RK40

(L)

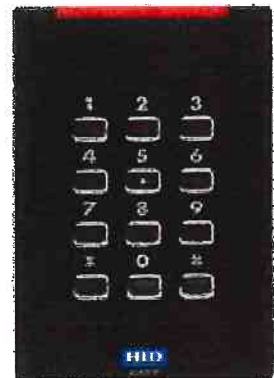
## Smart card reader - wall switch keypad

### Overview | Specifications

The iCLASS SE® RK40 is part of HID Global's iCLASS SE platform for adaptable, interoperable access control. Designed for multi-factor authentication door applications requiring standard wall switch mounting, iCLASS SE® RK40 supports a broad array of credential technologies and a variety of form factors, including cards, fobs and mobile devices. Configurable to support HID Mobile Access®.

### Key Features

- **Adaptable** – Interoperable with a growing range of technologies (iCLASS Seos®, iCLASS SE, iCLASS®, MIFARE® Classic, MIFARE DESFire®EV1) and form factors including mobile devices.
- **Powerfully Secure** – The iCLASS SE platform's Secure Identity Object® (SIO®) data model provides an extra layer of encryption for additional protection of identity data
- **Standardized Communications (OSDP)** – Uses Open Supervised Device Protocol (OSDP) for secure communications between reader and controller.



(<https://www.hidglobal.com/se-rk40.png>)

With a focus on sustainability, iCLASS SE platform readers include intelligent power management that reduces power consumption by as much as 59%. Selected models also have Environmental Product Declaration certification and Green Circle certification, which contributes toward LEED building credits.



Toby Hancock <tobyhancock9@gmail.com>

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## Door Access Proposal

5 messages

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**Jeff Nagle** <Jeff.Nagle@convergint.com>  
To: "tobyhancock9@gmail.com" <tobyhancock9@gmail.com>

Wed, Sep 30, 2020 at 3:49 PM

Hello Toby: I have developed and attached the Fire Station Door Access proposal and some equipment specifications for your review. Please reply so that I know that you have received this.

Will work on the other sites tomorrow. Thanks, Jeff

Jeff Nagle  
Convergint Technologies  
[jeff.nagle@convergint.com](mailto:jeff.nagle@convergint.com)  
Cell: 515-419-3840

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### 3 attachments

-  **RiversideFireAccessControlProposalSep30.pdf**  
628K
-  **S2-NetBox-Datasheet.pdf**  
748K
-  **HIDRK40KeypadReaderSpec.pdf**  
289K

---

**Toby Hancock** <tobyhancock9@gmail.com>  
To: Jeff Nagle <Jeff.Nagle@convergint.com>

Wed, Sep 30, 2020 at 5:03 PM

Got it Thanks

Sent from my iPhone

On Sep 30, 2020, at 3:49 PM, Jeff Nagle <[Jeff.Nagle@convergint.com](mailto:Jeff.Nagle@convergint.com)> wrote:

[Quoted text hidden]  
<RiversideFireAccessControlProposalSep30.pdf>  
<S2-NetBox-Datasheet.pdf>  
<HIDRK40KeypadReaderSpec.pdf>

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**Toby Hancock** <tobyhancock9@gmail.com>  
To: City Admin <admin@cityofriversideiowa.com>

Thu, Oct 1, 2020 at 9:13 AM

[Quoted text hidden]

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**Toby Hancock** <tobyhancock9@gmail.com>  
To: City Admin <admin@cityofriversideiowa.com>

Thu, Oct 1, 2020 at 9:34 AM

Sent from my iPad




Begin forwarded message:

**From:** Jeff Nagle <[Jeff.Nagle@convergint.com](mailto:Jeff.Nagle@convergint.com)>  
**Date:** September 30, 2020 at 3:49:58 PM CDT  
**To:** "tobyhancock9@gmail.com" <[tobyhancock9@gmail.com](mailto:tobyhancock9@gmail.com)>  
**Subject:** Door Access Proposal

[Quoted text hidden]

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**3 attachments**

-  **RiversideFireAccessControlProposalSep30.pdf**  
628K
-  **S2-NetBox-Datasheet.pdf**  
748K
-  **HIDRK40KeypadReaderSpec.pdf**  
289K

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**Jeff Nagle** <[Jeff.Nagle@convergint.com](mailto:Jeff.Nagle@convergint.com)>  
To: Toby Hancock <[tobyhancock9@gmail.com](mailto:tobyhancock9@gmail.com)>

Fri, Oct 2, 2020 at 1:32 PM

Toby: Engineering finally go back to me only to tell me that in order for all buildings to properly communicate with each other they must have a Network in place. This can't be done with a standard phone line. It could be with a proper internet in place but requires more equipment as you would know.

Now, we can build a stand-alone system in each building if that would work for you but not cheap. Thanks, Jeff

---

**From:** Toby Hancock <[tobyhancock9@gmail.com](mailto:tobyhancock9@gmail.com)>  
**Sent:** Wednesday, September 30, 2020 5:03 PM  
**To:** Jeff Nagle <[Jeff.Nagle@convergint.com](mailto:Jeff.Nagle@convergint.com)>  
**Subject:** Re: Door Access Proposal

[ EXTERNAL EMAIL ]

[Quoted text hidden]

COUNCIL PACKET

Bid #2



Midwest Alarm Services
510 1st Street SW
Cedar Rapids, IA 52404
Phone: 319-362-3625
Fax: 319-365-0111
Rep: Brian Kramer
Email: brian.kramer@mw-as.com

QUOTE

Quote # MWAQ60318
Date 04/17/20

Quote To:

Riverside Fire Department
Toby Hancock

Riverside Fire Station - Access Control System - Updated

Midwest Alarm Services is pleased to provide a quotation for this project as indicated in the following list of equipment and services:

Table with 3 columns: Qty, Part Number, Description. Includes Base Bid and Alternate Bid sections with itemized equipment and labor costs.

Electrical Contractor work provided by Riverside Fire Dept.

Midwest Alarm Services work will consist of:
Assist electrical contractor in mounting door controller cabinets.
Install door strikes and keypad readers.
Wire door controllers.
Program system.

# COUNCIL PACKET

Qty	Part Number	Description
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**Riverside Fire Department will need to provide access to a computer to install the software on.**

**City Building #1**

1	CQ-CA4500	4 Reader Control Panel
1	CQ-CIM	COMMUNICATION INTERLINK MODULE
1	CQ-NETCOM2P	NETWORK COMMUNICATION BOARD
1	AX-AL1024ULAC M	Access Control Power Supply/Charger, 8 Fused Relay Outputs, 24VDC @ 10A, FAI, 115VAC,
4	BAT-1270A/I	12V 7AH Batteries ADI/Interstate
1	CQ-KKPR	KYSCAN PROX KYPD COMBO READER
1	HE-940010401	12/24v Electric Strike Slim Surface Mount
1	Labor	Midwest Alarm Services Technical Labor
<b>\$4,768.00</b>		

**City Building #2**

1	CQ-CA4500	4 Reader Control Panel
1	CQ-CIM	COMMUNICATION INTERLINK MODULE
1	CQ-NETCOM2P	NETWORK COMMUNICATION BOARD
1	AX-AL1024ULAC M	Access Control Power Supply/Charger, 8 Fused Relay Outputs, 24VDC @ 10A, FAI, 115VAC,
4	BAT-1270A/I	12V 7AH Batteries ADI/Interstate
1	CQ-KKPR	KYSCAN PROX KYPD COMBO READER
1	HE-940010401	12/24v Electric Strike Slim Surface Mount
1	Labor	Midwest Alarm Services Technical Labor
<b>\$4,768.00</b>		

**City Building #3**

1	CQ-CA4500	4 Reader Control Panel
1	CQ-CIM	COMMUNICATION INTERLINK MODULE
1	CQ-NETCOM2P	NETWORK COMMUNICATION BOARD
1	AX-AL1024ULAC M	Access Control Power Supply/Charger, 8 Fused Relay Outputs, 24VDC @ 10A, FAI, 115VAC,
4	BAT-1270A/I	12V 7AH Batteries ADI/Interstate
1	CQ-KKPR	KYSCAN PROX KYPD COMBO READER
1	HE-940010401	12/24v Electric Strike Slim Surface Mount
1	Labor	Midwest Alarm Services Technical Labor
<b>\$4,768.00</b>		

# COUNCIL PACKET

*This quote includes pre-installation support to the installer to assist with proper terminations and the start up of the equipment. Midwest Alarm Services will provide system configuration, programming and checkout and provide necessary documentation and code compliant certification. Operating instructions will also be provided to the owner. This quotation does not include system cable, conduit, device backboxes, or the installation of equipment. Project quotation does not include applicable taxes. Shipping costs are included.*

*\*This quotation is based upon plans and specifications available on the day and at the time of the bid. Any changes, advertised or not, after the bid date and time are not included in this quotation. Upon request, a quotation will be provided for the additional work for approval.*

*\*This price is guaranteed for 90 days.*

*\*Warranty is not in effect until the system is paid for. Warranty is performed only on Monday through Friday from 8 AM to 5 PM. Warranty begins on the day of the first beneficial use of the equipment.*

*\*Payment terms are: Net 30 days. Credit hold is applied at 60 days. Mechanics Liens on project are filed before 90 days.*

*\*95% payment of the balance is required to be paid before a technician can be scheduled to work on the equipment start up.*

*\*This pricing includes a cash discount incentive for payments made via cash, check or ACH/EFT payment and we do not accept payments made via credit cards.*

*\*Any shortages of equipment shipped directly to the purchaser must be reported within two weeks of delivery. Midwest Alarm Services will not be responsible for shortages of product if not reported within two weeks of receipt.*

*\*This Midwest Alarm Services quote/agreement is not with the building owner in most cases, and as such, this quote is not an "if paid or when paid" agreement with a contractor.*

*\*For any additions to an existing system, unless clearly specified differently, it is assumed that the existing system is fully operational and working normally. Any troubleshooting or repairs to the existing system, unless specified in the bidding documents, is not included in this quotation.*

*\*Troubleshooting wiring errors is not included in this quote.*

*\*The equipment provided by Midwest Alarm Services shall not be used to power equipment furnished by others unless engineered as such by Midwest Alarm Services.*

*\*Midwest Alarm Services has the right to stop performing services and to withhold further delivery of materials until the customer's credit account is current.*

*\*Any reference to alarm monitoring in this agreement is for pricing purposes only. Alarm monitoring services are performed pursuant only to the terms and conditions of the Company's standard alarm monitoring agreement.*

*\*Unless in a separate line item quoted above this quotation does not include monitoring the system. Midwest Alarm Services is not responsible for the programming and testing of the central station monitoring if a vendor other than Midwest Alarm Services is chosen.*

*\*All work performed under this agreement will be performed only during the Company's business hours of Monday through Friday from 8 AM to 5 PM unless specifically quoted as after hours work.*

Thank you for your consideration.

Accepted Pending Submittal Approval \_\_\_\_\_

Date \_\_\_\_\_

Print Name \_\_\_\_\_

Signature \_\_\_\_\_

Hold For Release \_\_\_\_\_ Release Immediately \_\_\_\_\_

MWAQ60318

**Total: \$28,429.00**

Page 3 of 3

w/ Bid #2



2885 135<sup>th</sup> Street  
Riverside, IA 52327  
(319) 338-0123

**To: Riverside Fire Department**

**Date: 04/07/2020**

**Re: Proposal for installation of electronic door controls**

- We propose to furnish labor and materials for the installation of electronic door controls as follows:
  - Wiring of (3) walk in doors in truck bay
  - Supply 120 volt wiring to control panel
  - Provide wires through brick for key-pads
  - Provide wiring into door jam for electronic strikes

**Price: \$3,500**

- Alternate:
  - Add wiring for key pads and electronic strikes in north entry door and (2) west doors

**Price: \$1,350**

- Alternate:
  - Add wiring for (2) keypads and electronic strikes for (2) office doors

**Price: \$800**

*Rough in wiring only – all electronic strike keypads and control panel provided by others.*



## COUNCIL PACKET



Date: October 8, 2020

To: Riverside Council

From: Bill Stuke, Operator

O & M Report: September 2020

### **Water Operation & Maintenance**

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- We completed annual valve exercising throughout the system. Every year we turn and operate all the water main valves to ensure they are functioning properly.
- At the end of September we had three fittings break in the water plant. The cause of the original broken fitting was stress on the joint from years of pumps turning on and off. I have noticed the spigot flanges used have a flaw in them to where they leave a small section of lower thickness pipe exposed creating a weak spot in the pipe. The other two fittings broke from stress placed on them after the original fitting broke.
- 21 locates, all completed.
- 9 door postings, no disconnects for delinquent water bills.

### **Wastewater Operation & Maintenance**

---

- Blower #1 had a fail to start. After looking at the connections I found the connectors to be dirty and brittle. I replaced the wire connectors at the blower and it is back in service.
- Blower #2 had a power failure and was a result of a bad disconnect breaker. I had Precision Electric look at it and they confirmed we would need a new breaker. They were able to order a new breaker from Square D and installed. Blower #2 is back in service.
- We had several lights go out in the wastewater plant lab/office areas. We are replacing the original 4' fluorescent lights with a ballast bypass LED as they go bad.
- Visu-sewer conducted sewer main televising on four blocks of main. During routine cleaning they noted four areas that had an unusual amount of debris and recommended we televise the lines to





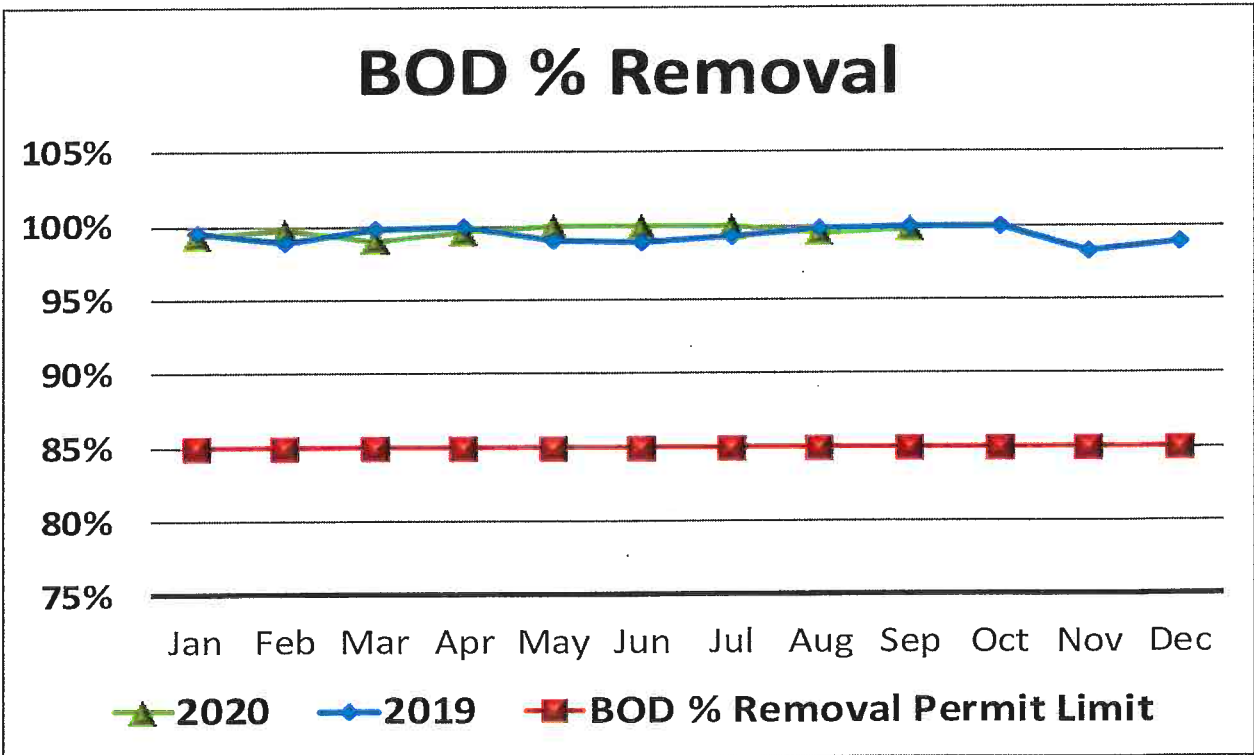
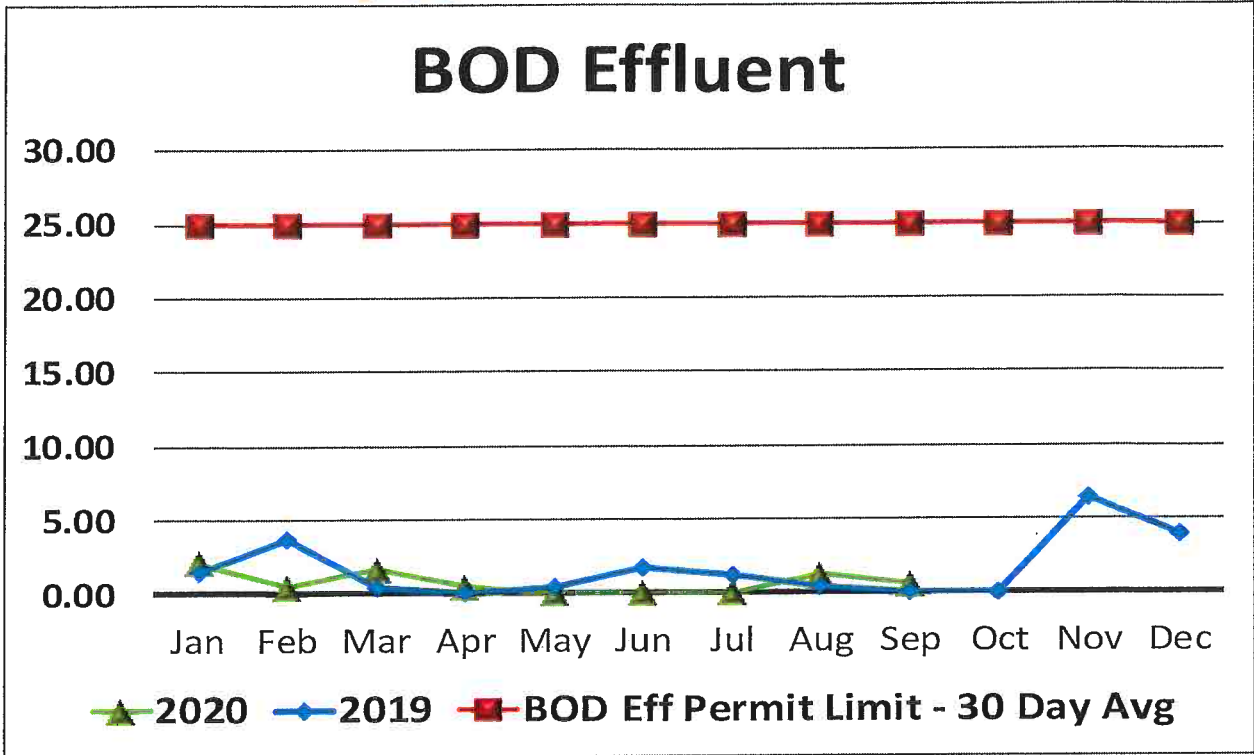
insure no broken pipes. The televising found no issues in any of the mains and no further action is required.

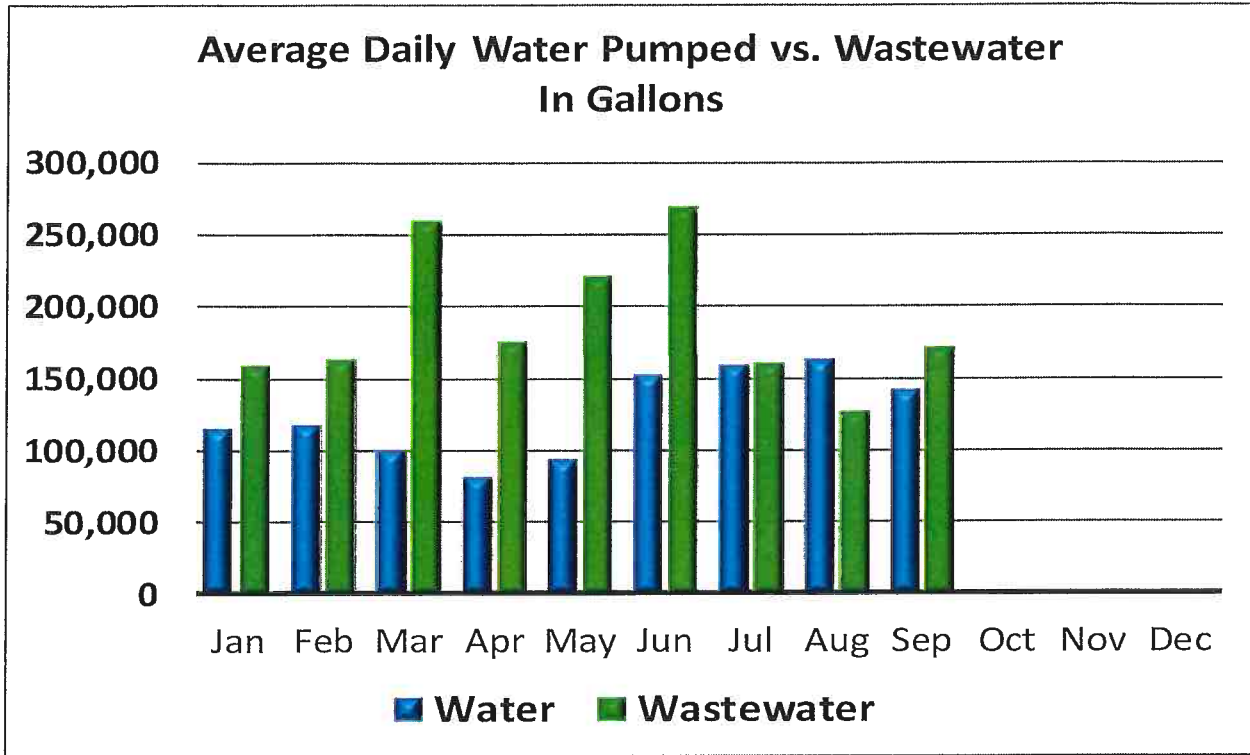
- Iowa Pump Works conducted the annual lift station pump service agreement. They found a 4.5hp pump in lift station 4 was grounding out and have pulled it for repair. They installed the spare pump.

### **Iowa Department of Natural Resources**

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- I have received our NPDES permit renewal form for the wastewater plant and have begun filling this out. This needs to be turned in before February 2021 to stay compliant.





Contract True-Ups - Current Contract Year				
Item	Budgeted Amount	Amount Spent	% of Budget	% of Time
Chemical Budget	\$26,209.00	\$2,731.26	10%	25%
Maintenance Budget	\$21,840.00	\$3,204.83	15%	25%
<b>Total</b>	<b>\$48,049.00</b>	<b>\$5,936.09</b>	<b>12%</b>	<b>25%</b>

COUNCIL PACKET



		September-20	August-20	September-19
<b>Water</b>				
Total Monthly Pumped	gallons	4,275,000	5,071,000	4,490,000
Average Daily Pumped	gallons	142,500	163,580	149,670
Maximum Daily Pumped	gallons	256,000	367,000	228,000
Minimum Daily Pumped	gallons	63,000	10,000	102,000
<b>Chlorine</b>				
Chlorine - Total Avg Residual Plant	mg/L	1.03	1.41	1.04
Chlorine - Total Avg Residual System	mg/L	0.74	0.89	1.10
Chlorine - Recommended Residual System	mg/L	0.30	0.30	0.30
Chlorine used	lbs	140.00	183.00	166.00
<b>Iron</b>				
Iron - Avg Raw	mg/L	1.73	1.59	2.03
<b>Polyphosphate</b>				
Polyphosphate - Avg Residual	mg/L	1.24	0.99	1.40
Polyphosphate - Recommended Residual	mg/L	0.5 - 2.0	0.5 - 2.0	0.5 - 2.0
Polyphosphate used	lbs	24.00	28.50	20.50
<b>Water Loss</b>				
Water Billed	gallons	3,805,411	4,072,486	4,297,394
Water used in main breaks/hydrant flushing	gallons	40,000	50,000	20,000
Water used at city buildings	gallons	195,299	150	96,600
Loss	gallons	12%	5%	12%
<b>Wastewater</b>				
<b>BOD</b>				
BOD Influent Avg	mg/L	264	273	383
BOD Effluent Avg	mg/L	1	1.3	0
BOD Eff Permit Limit - 30 Day Avg	mg/L	25	25	25
BOD % Removal	%	99.76%	99.54%	99.99%
BOD % Removal Permit Limit	%	85%	85%	85%
<b>TSS</b>				
TSS Influent Avg	mg/L	203	163	268
TSS Effluent Avg	mg/L	2	2	0
TSS Effluent Permit Limit - 30 Day Avg	mg/L	30	30	30
TSS % Removal	%	98.80%	98.61%	99.85%
TSS % Removal Permit Limit	%	85%	85%	85%
<b>Nitrogen Ammonia</b>				
NA Effluent Avg	mg/L	0	<0.1	0
NA Effluent Permit Limit - 30 Day Avg	mg/L	5	5	5
<b>Influent Flow</b>				
Total Monthly	gallons	5,152,100	3,946,800	5,967,300
Average Daily	gallons	171,736	127,316	198,910
Maximum Daily	gallons	447,500	179,500	1,044,200
Minimum Daily	gallons	79,300	77,300	121,100
Permit Limit - 30 Day Avg	gallons	444,000	444,000	444,000
Permit Limit - Daily Maximum	gallons	1,425,000	1,425,000	1,425,000

**COUNCIL PACKET**



**RIVERSIDE--SEPTEMBER '20**

**Water Plant Maintenance**

<u>Date</u>	<u>Vendor List</u>	<u>Description</u>	<u>Total</u>
9/10/20	USA Bluebook	Dipper, sample cups	\$136.01
9/18/20	Mid American Research Chemical	Wipes	\$58.52
9/22/20	First National Bank, VISA	Supplies	\$44.29
9/23/20	Rhino Industries	Filters	\$1,270.00
		<b>Total</b>	<b>\$1,508.82</b>

**Water System Maintenance**

<u>Date</u>	<u>Vendor List</u>	<u>Description</u>	<u>Total</u>
9/10/20	Municipal Supply	Mud Plugs	\$155.00
9/22/20	First National Bank, VISA	Supplies	\$9.06
		<b>Total</b>	<b>\$164.06</b>

**Wastewater Plant Maintenance**

<u>Date</u>	<u>Vendor List</u>	<u>Description</u>	<u>Total</u>
9/10/20	USA Bluebook	Dipper, sample cups	\$177.07
9/18/20	Mid American Research Chemical	Wipes	\$58.51
9/22/20	First National Bank, VISA	Supplies	\$44.30
		<b>Total</b>	<b>\$279.88</b>

**Wastewater System Maintenance**

<u>Date</u>	<u>Vendor List</u>	<u>Description</u>	<u>Total</u>
9/10/20	USA Bluebook	Sample Cups, Dipper	\$39.48
		<b>Total</b>	<b>\$39.48</b>

Water Plant Maintenance	\$1,508.82
Water System Maintenance	\$164.06
WW Plant Maintenance	\$279.88
WW System Maintenance	\$39.48
Month Total	<u>\$1,992.24</u>

**Annual Maintenance Budget** **\$21,840.00**

COUNCIL PACKET



Total Maintenance Dollars Spent Year to Date	\$3,204.83
Percent Maintenance Budget	15%

COUNCIL PACKET



RIVERSIDE -SEPTEMBER '20

Water System Chemicals

<u>Date</u>	<u>Vendor List</u>	<u>Description</u>	<u>Total</u>
9/21/20	Hawkins	Sodium Hypochlorite	\$450.00
9/21/20	Hawkins	Polyphosphate	\$518.13
		<b>Total</b>	<b>\$968.13</b>

Wastewater System Chemicals

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

Water System Chemicals	\$968.13
W/W System Chemicals	\$0.00
<b>Month Total</b>	<b>\$968.13</b>

**Annual Chemical Budget** \$26,209.00

**Total Chemical Dollars Spent Year to Date** \$2,731.26

**Percent Chemical Budget Spent Year to Date** 10%

Maintenance Month Total	\$1,992.24
Chemical Month Total	\$968.13
<b>Month Total</b>	<b>\$2,960.37</b>

**Annual Budget** \$48,049.00

**Total Spent Year to Date** \$5,936.09

**Percent Budget Spent Year to Date** 12%

# COUNCIL PACKET



## Work Orders Completed

Date completed	Equipment	Task
9/4/2020	BLOWERS	Monthly PM
9/14/2020	WWTP GENERATOR	Monthly PM
9/14/2020	LIFT STATION #1	LS Monthly PM
9/18/2020	LIFT STATION #1	LS Quarterly PM
9/14/2020	LIFT STATION #1	LS Annual PM
9/14/2020	LIFT STATION #2	LS Monthly PM
9/16/2020	LIFT STATION #2	LS Quarterly PM
9/14/2020	LIFT STATION #2	LS Annual PM
9/14/2020	LIFT STATION #3	LS Monthly PM
9/16/2020	LIFT STATION #3	LS Quarterly PM
9/14/2020	LIFT STATION #3	LS Annual PM
9/14/2020	LIFT STATION #4	LS Monthly PM
9/18/2020	LIFT STATION #4	LS Quarterly PM
9/14/2020	LIFT STATION #4	LS Annual PM
9/14/2020	LIFT STATION #5	LS Monthly PM
9/18/2020	LIFT STATION #5	LS Quarterly PM
9/14/2020	LIFT STATION #5	LS Annual PM
9/16/2020	MAIN LIFT STATION	LS Monthly PM
9/16/2020	MAIN LIFT STATION	LS Annual PM
9/4/2020	EFFLUENT SAMPLER	Monthly PM
9/4/2020	INFLUENT SAMPLER	Monthly PM
9/4/2020	SCREEN UNIT	Monthly PM
9/14/2020	SCREEN UNIT	Service Equipment
9/3/2020	UV SYSTEM	Monthly PM
9/4/2020	FIRE EXTINGUISHERS	Inspection
9/14/2020	Water Plant Aerator	Inspection
9/4/2020	FILTER	Monthly PM
9/4/2020	CARTRIDGE FILTERS	Monthly PM
9/4/2020	DEHUMIDIFIERS	Monthly PM
9/18/2020	WATER PLANT GENERATOR	Monthly PM
9/4/2020	HIGH SERVICE PUMPS	Monthly PM
9/4/2020	WATER PLANT HEATER	Inspection
9/10/2020	FIRE EXTINGUISHERS	Inspection



COUNCIL PACKET

\$10,000.00 set aside for residential grants

Grant Application Review 8-3-2020

Residential 50/50 match up to \$5,000/\$2,500

Name	Project	Project Amount	Requested Amount	Eligible Amount	Grant if Awarded
Lexy Walgren	Deck repair	\$1,029.31	\$514.66	\$389.22	\$194.61
Charlie & Mariellen Bower	Roof	\$8,000.00	\$2,500.00	\$8,000.00	\$2,500.00
Spruce House LLC	Roof	\$24,000.00	\$2,500.00	\$5,000.00	\$2,500.00
Mary Beth Rozmus	Garage doors, exterior door, stain pergola	\$3,685.96	\$1,842.98	\$3,341.68	\$1,670.69
Bryan Lenz	driveway	\$3,240.35	\$1,620.17	\$3,240.00	\$1,620.17
<b>Total if Awarded</b>					<b>\$3,290.86</b>

withdrawn 9/30/20 to resubmit reapplying see below

Council approval
9/8/2020
9/8/2020
9/8/2020

Grant Application Review 9-28-2020

Residential 50/50 match up to \$5,000/\$2,500

Name	Project	Project Amount	Requested Amount	Eligible Amount	Grant if Awarded
Jeff Wieland	Level out, raise driveway	\$ 1,670.00	\$ 893.45	\$ 835.00	\$ 835.00
<b>Total if Awarded</b>					<b>\$4,125.86</b>

Council approval
10-5-2020

Grant Application Review

Residential 50/50 match up to \$5,000/\$2,500

Name	Project	Project Amount	Requested Amount	Eligible Amount	Grant if Awarded
Spruce House LLC	Roof	\$14,740.00	\$2,500.00	\$5,000.00	\$2,500.00
Lexy Walgren	Deck Repair	\$845.50	\$422.75		\$422.75
Steve & Marcy Musser	Shutters, doors	\$ 5,208.00	\$ 2,500.00	\$ 4,538.00	\$ 2,269.00
<b>Total if Awarded</b>					<b>\$5,191.75</b>

to be reviewed  
to be reviewed  
to be reviewed

*Council approve 10-5-2020*

Council approval

Remaining Unallocated \$682.39

\$20,000.00 set aside for commercial grants

Grant Application Review 8-3-2020

Commercial 50/50 match up to \$20,000/\$10,000

Name	Project	Project Amount	Requested Amount	Eligible Amount	Grant if Awarded
Clean on Greene	Repair, painting	\$8,970.00	\$2,990.00	\$2,335.00	\$1,167.50
John Sojka (Madeline's)	Tuckpointing, window replacement	\$18,948.00	\$9,474.00	\$18,948.00	\$9,474.00
<b>Total if Awarded</b>					<b>\$10,641.50</b>

Council approval
9/8/2020
9/8/2020

Remaining Unallocated \$9,358.50

# COUNCIL PACKET

City of Riverside  
Administrator Report  
October 19, 2020

- Staff is holding once/week meeting from 8:00-8:30 to discuss the tasks for the week and any updates on projects. We practice social distancing.
- Washington zoom meetings for updates
- Phone meetings with council members
- Payroll review
- Agenda prep
- Code Update
  - Waiting on code books from ECICOG
- Nuisance issues-one citation filed-per attorney sheriff to serve notice
- Project walkthrough emails
- Review of past due water bills
- Notified successful grant applicants
- Worked with ITC-trail committee-replanting
- Phone meeting with Jerald Ballanger, Homeland Security, on grants
- Neapolitan Labs set up Halloween contest-live on website. Becky will put out posters and put on city sign.
- Password changes
- Ordered cable for speed sign
- Possible network computer for FD
- Developed excavation permit per city code
- Resident complaints
- Emailed documents for donation of ambulance to Washington County for review and approval
- Set up Finance Committee meeting
- Set up Trail Committee meeting
- Worked on two new residential grants-updated spreadsheet.
- Setting up meeting with RACC on partnership
- Working with attorney on possible second nuisance
- Hydrant flushing last week
- Met with ITC on trail progress, work still to be completed in Riverside

## Public Works:

- Mowed parks, ball diamonds, weekly
- Don watering flowers, weeding
- Cleaning, disinfecting bathrooms 2/day
- Cleaning equipment and shop
- Emptied trash in parks and downtown, moved extra trash cans back to shop from Hall Park
- Weeding at all parks
- Help with set up/tear down at Fire Dept for council meetings
- Working on vehicle signage
- Moving, adding speed signs on Ash/Tupelo

## COUNCIL PACKET

- Installed speed sign batteries
- Working on updating speed sign
- Delivered council packets
- Ordered running boards for new truck
- Cut trees from fence line at city park
- Cut trees in ditch by new speed sign
- Sign Inventory
- Vehicle maintenance
- Reset FD training room after council meeting
- Cleaned crosswalks, handicap signs prior to painting
- 4<sup>th</sup> St and Ash walkthrough
- Cut shrubs at E city sign
- Worked on street sign inventory, ordered signs
- Setting up quarterly safety training

**COUNCIL PACKET**

CITY OF RIVERSIDE

POOLED CASH REPORT (FUND 999)

AS OF: SEPTEMBER 30TH, 2020

FUND ACCOUNT#	ACCOUNT NAME	BEGINNING BALANCE	CURRENT ACTIVITY	CURRENT BALANCE
<u>CLAIM ON CASH</u>				
001-1110	CHECKING ACCT-GENERAL FUND	256,703.74	28,502.70	285,206.44
002-1110	CHECKING ACCT-FIRE DEP.	85,315.46 (	1,393.71)	83,921.75
110-1110	CHECKING ACCT-ROAD USE TAX	181,119.14	13,099.93	194,219.07
121-1110	CHECKING ACCT-LOST	271,602.12 (	114,780.56)	156,821.56
125-1110	CHECKING ACCT-TIF	0.00	0.00	0.00
145-1110	CHECKING ACCT-CASINO REVENUE	270,571.92 (	57,993.86)	212,578.06
200-1110	CHECKING ACCT-DEBT SERVICE	0.00	0.00	0.00
301-1110	CHECKING ACCT-CAP PROJECTS	167,888.26 (	244,278.24) (	76,389.98)
302-1110	COMMUNITY CENTER FUNDS	914,205.38	100,113.50	1,014,318.88
600-1110	CHECKING ACCT-WATER	530,300.96	11,415.06	541,716.02
610-1110	CHECKING ACCT-SEWER	260,323.97	12,336.43	272,660.40
670-1110	CHECKING ACCT-GARBAGE	10,101.28 (	415.20)	9,686.08
680-1110	CHECKING ACCT-STORM WATER	<u>7,752.74</u>	<u>1,578.26</u>	<u>9,331.00</u>
TOTAL CLAIM ON CASH		2,955,884.97 (	251,815.69)	2,704,069.28
		=====	=====	=====

CASH IN BANK - POOLED CASH

999-1110	CASH IN BANK	49,028.38 (	55,990.37) (	6,961.99)
999-1112	PEOPLES BANK MONEY MARKET	1,537,715.31 (	212,333.60)	1,325,381.71
999-1114	HILLS BANK	197,791.27	16,394.78	214,186.05
999-1115	CB FUND	102,287.39	113.50	102,400.89
999-1116	COMMUNITY BUILDING CD #18936	297,341.89	0.00	297,341.89
999-1117	COMMUNITY BUILDING CD#18975	290,836.76	0.00	290,836.76
999-1118	WATER RESERVES CD#921190	257,144.63	0.00	257,144.63
999-1119	COMMUNITY BUILDING CD#19068	<u>223,739.34</u>	<u>0.00</u>	<u>223,739.34</u>
SUBTOTAL CASH IN BANK - POOLED CASH		2,955,884.97 (	251,815.69)	2,704,069.28

WAGES PAYABLE

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

TOTAL CASH IN BANK - POOLED CASH		2,955,884.97 (	251,815.69)	2,704,069.28
		=====	=====	=====

DUE TO OTHER FUNDS - POOLED CASH

999-2100	DUE TO OTHER FUNDS	<u>2,955,884.97</u> (	<u>251,815.69)</u>	<u>2,704,069.28</u>
TOTAL DUE TO OTHER FUNDS		2,955,884.97 (	251,815.69)	2,704,069.28
		=====	=====	=====

CITY OF RIVERSIDE  
 MTD TREASURERS REPORT  
 AS OF: SEPTEMBER 30TH, 2020

COUNCIL PACKET

FUND	BEGINNING CASH BALANCE	M-T-D REVENUES	M-T-D EXPENSES	CASH BASIS BALANCE	NET CHANGE OTHER ASSETS	NET CHANGE LIABILITIES	ACCURAL ENDING CASH BALANCE
001-GENERAL FUND	256,703.74	78,135.63	48,435.54	286,403.83	( 100.00)	( 1,297.39)	285,206.44
002-FIRE DEPARTMENT	85,315.46	3,000.00	4,393.71	83,921.75	0.00	0.00	83,921.75
110-ROAD USE TAX	181,119.14	14,102.29	1,002.36	194,219.07	0.00	0.00	194,219.07
121-LOCAL OPTION SALES TAX	271,602.12	10,219.44	125,000.00	156,821.56	0.00	0.00	156,821.56
125-TIF	0.00	0.00	0.00	0.00	0.00	0.00	0.00
145-CASINO REVENUE FUND	270,571.92	42,561.49	100,555.35	212,578.06	0.00	0.00	212,578.06
200-DEBT SERVICE	0.00	0.00	0.00	0.00	0.00	0.00	0.00
301-CAPITAL PROJECTS	167,888.26	75,000.00	319,278.24	( 76,389.98)	0.00	0.00	( 76,389.98)
302-COMMUNITY CENTER FUNDS	914,205.38	100,113.50	0.00	1,014,318.88	0.00	0.00	1,014,318.88
600-WATER FUND	530,300.96	37,876.16	26,461.10	541,716.02	0.00	0.00	541,716.02
610-SEWER FUND	260,323.97	34,615.71	22,279.28	272,660.40	0.00	0.00	272,660.40
670-LANDFILL/GARBAGE	10,101.28	6,882.30	7,297.50	9,686.08	0.00	0.00	9,686.08
680-STORM WATER	7,752.74	1,578.26	0.00	9,331.00	0.00	0.00	9,331.00
<b>GRAND TOTAL</b>	<b>2,955,884.97</b>	<b>404,084.78</b>	<b>654,703.08</b>	<b>2,705,266.67</b>	<b>( 100.00)</b>	<b>( 1,297.39)</b>	<b>2,704,069.28</b>

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

CITY OF RIVERSIDE FUND BALANCES 9-30-2020

FUND	NAME	BALANCE 9-30-20	RESERVES	AVAILABLE FY 21
001	GENERAL	\$ 285,206.44	\$ (145,306.62)	\$ 139,899.82
002	FIRE	\$ 83,921.75	\$ (83,921.75)	\$ -
110	R.USE	\$ 194,219.07	\$ -	\$ 194,219.07
121	LOST	\$ 156,821.56	\$ -	\$ 156,821.56
145	CASINO	\$ 212,578.06	\$ -	\$ 212,578.06
200	DEBT	\$ -	\$ -	\$ -
301	CAP PRO	\$ (76,389.98)	\$ -	\$ (76,389.98)
302	CB FUNDS	\$ 1,014,318.88	\$ (1,014,318.88)	\$ -
600	WATER	\$ 541,716.02	\$ (73,383.30)	\$ 468,332.72
610	SEWER	\$ 272,660.40	\$ (66,837.84)	\$ 205,822.56
CD	RESERVE	\$ -	\$ (257,144.63)	\$ (257,144.63)
670	GARBAGE	\$ 9,686.08	\$ -	\$ 9,686.08
680	STORM	\$ 9,331.00	\$ -	\$ 9,331.00
	TOTAL	\$ 2,704,069.28	\$ (1,640,913.02)	\$ 1,063,156.26
<b>POOLED CASH BALANCE 9/30/20</b>				
<b>COMM. BUILDING SET A SIDE</b>				
CD	18936	\$ 297,341.89	2.60%	10/22/2020
CD	18975	\$ 290,836.76	2.60%	2/5/2022
CD	19068	\$ 223,739.34	2.60%	8/30/2022
SAV	67928	\$ 102,400.89	1.36%	
TOTAL	302 FUND	\$ 914,318.88		
CD	29089	\$ 257,144.63	2.82%	2/25/2021 WATER @ HILLS BANK
CHECK	35308	\$ (6,961.99)	0.85%	
MM	67545	\$ 1,325,381.71	0.64%	
HILLS	2656940	\$ 214,186.05	0.30%	WATER ACH BALANCE
	TOTAL	\$ 2,704,069.28		
	LESS RESERVES	\$ (1,640,913.02)		
	LIQUID CASH	\$ 1,063,156.26		9/30/2020

COUNCIL PACKET

9/30/2020

Cash on Hand	\$ 2,704,069.28		
Peoples Checking	\$ (6,961.99)		
Peoples MIM	\$ 1,325,381.71		
Hills Bank	\$ 214,186.05	(water/sewer/Garb)	
	\$ 1,532,605.77		
CD's and Savings		CD's	Savings
CC CD's	\$ 811,917.99		
Water CD	\$ 257,144.63		
CC Savings	\$ 1,069,062.62	\$ 102,400.89	\$ 102,400.89

	Cash	CD's	Savings Account	FD	Reserves
	\$ 1,532,605.77				
General	\$ 139,899.82				\$ 145,306.62
Fire	\$ 3,800.00				\$ 80,121.75
RUT	\$ 194,219.07				
LOST	\$ 156,821.56				
TIF					
Casino Rev	\$ 212,578.06				
Debt Svc					
Capital Projects	\$ (76,389.98)				
CC Funds	\$ 100,000.00	\$ 811,917.99	\$ 102,400.89		
Water	\$ 121,188.09	\$ 257,144.63			\$ 163,383.30
Sewer	\$ 125,822.56				\$ 146,837.84
Garbage	\$ 9,686.08				
Storm Water	\$ 9,331.00				
Total	\$ 996,956.26	\$ 1,069,062.62	\$ 102,400.89		\$ 535,649.51



Treasurer's Report            \$ 2,704,069.28  
(All cash, CD's,  
Savings, Reserves)

- \* Water-membranes \$90,000, \$73,383.30 Reserves
- \*\*Sewer-Engie \$35,000, \$45,000 Lift Station #1, \$66,837.84 Reserves
- \*\*\*FD unspent funds previous years
- \*\*\*\*3 months reserves

TRAILS COMMITTEE MEETING  
OCTOBER 14, 2020

Those in attendance: Jim Strabala, Ellen Shroyer, Kathy Lamping, Andy Rodgers, Diane DeBok, Christine Yancey, Mike O'Leary, Bryan Lenz

Topics Reviewed:

1. Add Andy's email to the list
2. Discussed plantings by ITC-Hughes Nursery will stake the 25 trees, shrubs this fall that will be planted in the spring. City will not plant anything until spring, and the new trees, shrubs are in. The 25 will be planted all along the trail and not concentrated in one area. More plantings by the "trail head" by Stutzman's.
3. Christine Kirkwood has 25 filberts she would like to donate and is working on an Eastern Red Cedar she has in a pot that she will winter over.
4. Christine Yancey will contact the Urban Forester for this area to look at the trail to help with the replanting process. The forester will review what we have, what we want, and help determine non-invasive plantings. A suggestion was also made to see if the Urban Forester would attend a trail committee meeting.
5. REAP and Trees Forever grants were discussed. As their deadlines for spring planting are November 2<sup>nd</sup> and 1<sup>st</sup> respectively, the committee chose to wait for the next round to make sure what is planned blends well with the ITC plantings.
6. The committee needs to know how much money the city will allocate in the next budget for trail restoration.
7. Replanting of the trail may be a several phase approach, depending on funds, volunteers, COVID, etc.
8. Consensus of the group was to keep these meetings to an hour or less.
9. Next meeting will be mid-November and will depend on when contact and review can be made by the Urban Forester.
- 10.

Christine Yancey  
City Administrator

FINANCE COMMITTEE MEETING  
OCTOBER 14, 2020

Those in attendance: Allen Schneider, Edgar McGuire, Lois Schneider, Christine Yancey

Topics Reviewed:

1. Current CD up for renewal 10/22/2020  
Decision: Cash in the CD and open a separate account (savings, checking) labeled for Community Center and keep at Peoples until the attached rates go higher.
2. Funds in Hills Bank and how to invest  
Decision: As the interest rates on CD's are not favorable right now, staff will check into the possibility of either moving the ACH to Peoples Bank, or making ACH transfers to the operating account.
3. Christine will contact Northland for input on planning financially for the future right now.

Christine Yancey  
City Administrator

# WASHINGTON COUNTY SHERIFF'S OFFICE Town Report

Filter: datestart-20200901: dateend-20200930: Zone-CRIV

<u>Date/Time</u>	<u>CFS</u>	<u>Call Type</u>	<u>Zone</u>
09/22/2020 17:45:06	2009124	TRAFFIC OTHER	CRIV
<p><u>Agency:</u> Washington County Sheriff's Office</p> <p><u>Address:</u> 120 E 1ST ST</p> <p><u>City/State/Zip:</u> RIVERSIDE, IA 52327</p> <p><u>details:</u> [09/22/2020 17:46:26] CALLER REPORTS A WHITE FORD PICK UP WITH LIC/JIP034 DROVE ON THE WALKING TRAIL FROM WASHINGTON TO BOISE AND THEN BACK AGAIN. 92-17 RESPONDED AND SPOKE WITH THE DRIVER. DEPUTY WILL CONTACT THE CITY OF RIVERSIDE TOMORROW REGARDING BARRICADE PLACEMENT.</p>			
09/07/2020 15:17:30	2008457	ANIMAL COMPLAINT	CRIV
<p><u>Agency:</u> Washington County Sheriff's Office</p> <p><u>Address:</u> 141 E HICKORY ST</p> <p><u>City/State/Zip:</u> RIVERSIDE, IA 52327</p> <p><u>details:</u> [09/07/2020 15:29:32] CALLER REPORTS THEY HAVE BEEN BITTEN BY THEIR CAT. 92-14 RESPONDED. DOCUMENTATION.</p>			
09/30/2020 17:36:17	2009443	ALL OTHER OFFENSES	CRIV
<p><u>Agency:</u> Washington County Sheriff's Office</p> <p><u>Address:</u> 3030 HWY 22</p> <p><u>City/State/Zip:</u> RIVERSIDE, IA 52327</p> <p><u>details:</u> [09/30/2020 18:47:20] CALLER REPORTS LOCATING A PHONE ON THEIR PROPERTY. REQUESTING TO SPEAK TO A DEPUTY AND HAVE THEM RETRIEVE THEIR PHONE. 92-7 RESPONDED AND RETRIEVED THE PHONE.</p>			
09/04/2020 23:20:52	2008361	ALL OTHER THEFT	CRIV
<p><u>Agency:</u> Washington County Sheriff's Office</p> <p><u>Address:</u> 3184 HWY 22</p> <p><u>City/State/Zip:</u> RIVERSIDE, IA 52327</p> <p><u>details:</u></p>			

# WASHINGTON COUNTY SHERIFF'S OFFICE

## Town Report

Filter: datestart-20200901:dateend-20200930:Zone-CRIV

[09/04/2020 23:24:21]

CALLER REPORTS THEIR PHONE HAS BEEN STOLEN. 92-20 RESPONDED AND SPOKE TO THE CALLER WHO ADVISED THE SUBJECTS ARE BRINGING BACK THE PHONE. DOCUMENTATION.

09/17/2020 14:11:13 2008848 INTIMIDATION/HARAS CRIV  
SMENT

Agency: Washington County Sheriff's Office

Address: 90 W 1ST ST

City/State/Zip: RIVERSIDE, IA 52327

details:

[09/17/2020 14:21:03]

CALLER REPORTS BEING THREATENED BY A BUSINESS OVER A PARKING COMPLAINT. 92-11 RESPONDED. THE CALLER WAS THE AGGRESSOR IN THE SITUATION. THE BUSINESS WAS ADVISED TO CALL THE NEXT TIME AN INCIDENT HAPPENS. NO THREAT WAS MADE. THE CALLER WAS ADVISED TO CONTACT THE CITY ABOUT THEIR PARKING COMPLAINT.

09/24/2020 02:39:45 2009182 ALL OTHER THEFT CRIV

Agency: Washington County Sheriff's Office

Address: 3184 HWY 22

City/State/Zip: RIVERSIDE, IA 52327

details:

[09/24/2020 07:25:10]

ICR Link: S-IN-20-0365 Removed

[09/24/2020 02:42:43]

CALLER REPORTS SOMEONE HAS STOLEN THEIR PHONE. 92-20 RESPONDED AND SPOKE TO THE CALLER.

SUBJECT LATER FOUND THE PHONE OUTSIDE ON THE GROUND.

09/11/2020 13:38:02 2008573 DISABLED VEHICLES CRIV

Agency: Washington County Sheriff's Office

Address: 3070 HWY 22

City/State/Zip: RIVERSIDE, IA 52327

details:

[09/11/2020 13:40:17]

TRANSFER FROM JECC DISABLED VEHICLE GRAY TOYOTA IN THE CASEYS PARKING LOT - SMALL CHILD CALLING.

92-8 RESPONDED. ASSISTED THE SUBJECT IN CONTACTING THE BUSINESS WHERE THE VEHICLE WAS JUST SERVICED.

09/20/2020 04:37:36 2009010 PUBLIC CRIV

SERVICE/CONTACTS

Agency: Washington County Sheriff's Office

Date Printed: 10/7/2020 11:06 AM

# WASHINGTON COUNTY SHERIFF'S OFFICE Town Report

Filter: datestart-20200901:dateend-20200930:Zone-CRIV

Address: 100 S ELLA ST

CityStateZip: RIVERSIDE, IA 52327

details:

[09/22/2020 13:59:09]  
Linked to CFS#: 2009088  
[09/20/2020 04:38:13]  
DEPUTY REPORTS BEING OUT WITH LIC/145KNE OUT OF OREGON AT HALL PARK. 92-9 SPOKE WITH THE REGISTERED OWNER AND MADE HIM AWARE OF THE PARK HOURS.

09/17/2020 17:21:18 2008858 MOTOR VEHICLE CRIV  
THEFT

Agency: Washington County Sheriff's Office

Address: 3184 HWY 22

CityStateZip: RIVERSIDE, IA 52327

details:

[09/18/2020 16:46:57]  
Linked to CFS#: 2008918  
[09/17/2020 17:26:03]  
CALLER REPORTS THEIR FRIEND TOOK THEIR VEHICLE FROM THE CASINO PARKING LOT. 92-11 RESPONDED. AN ATTEMPT TO LOCATE WAS ISSUED FOR THE VEHICLE AND THEN CANCELLED. THE CALLER REPORTED THE VEHICLE WAS RETURNED.

09/19/2020 20:59:22 2008995 DP&Q CRIV

Agency: Washington County Sheriff's Office

Address: 190 N GLASGOW ST

CityStateZip: RIVERSIDE, IA 52327

details:

[09/19/2020 21:02:12]  
CALLER REPORTS THERE IS A LOUD PARTY NEAR HER RESIDENCE. 92-7 AND 92-10 RESPONDED. LOCATED THE PARTY AND WAS TOLD TO TURN IT DOWN. VERBAL WARNING.

09/16/2020 05:34:34 2008785 TRAFFIC ACCIDENT CRIV

Agency: Washington County Sheriff's Office

Address: 3070 HWY 22

CityStateZip: RIVERSIDE, IA 52327

details:

[09/16/2020 05:35:23]  
RECIEVED REPORT OF A TWO VEHICLE ACCIDENT IN THE PARKING LOT AT CASEYS EAST OF RIVERSIDE. NO INJURIES. VEHICLE

# WASHINGTON COUNTY SHERIFF'S OFFICE

## Town Report

Filter: datestart-20200901:dateend-20200930:Zone-CRIV

LIC/FJ2545. OPR/MARCOS-BUENO,AGRENIS OF ALTA. VS VEHICLE LIC/GT0196. OPR/LUERS,LONNIE OF KEOTA. ACCIDENT OCCURRED ON PRIVATE PROPERTY. DRIVERS INFORMATION EXCHANGED.

09/11/2020 23:30:18 2008594 LIQUOR LAW CRIV VIOLATIONS

Agency: Washington County Sheriff's Office

Address: 3184 HWY 22

CityStateZip: RIVERSIDE, IA 52327

details:

[09/11/2020 23:32:11]

CALLER REPORTS INTOXICATED MALE WILL NOT LEAVE THE CASINO WANTS TO SPEAK WITH LAW ENFORCEMENT. MALE SUBJECT WAS ABLE TO GET A RIDE HOME.

09/29/2020 09:44:00 2009389 INTIMIDATION/HARAS CRIV SMENT

Agency: Washington County Sheriff's Office

Address: 70 W 1ST ST

CityStateZip: RIVERSIDE, IA 52327

details:

[09/29/2020 09:47:37]

CALLER REPORTS HARASSMENT. 92-19 SPOKE WITH THE CALLER DOCUMENTATION AT THIS TIME.

09/08/2020 15:28:29 2008488 ANIMAL COMPLAINT CRIV

Agency: Washington County Sheriff's Office

Address: 111 W 2ND ST

CityStateZip: RIVERSIDE, IA 52327

details:

[09/08/2020 15:32:36]

CALLER REPORTS A SUBJECT HAS ABANDONED ANIMALS. 92-11 SPOKE TO ALL PARTIES INVOLVED. UNFOUNDED.

09/22/2020 22:36:33 2009135 ALL OTHER THEFT CRIV

Agency: Washington County Sheriff's Office

Address: 3184 HWY 22

CityStateZip: RIVERSIDE, IA 52327

details:

[09/22/2020 22:38:34]

CALLER REPORTS SOMEONE HAS STOLEN A TICKET FROM HIM AT THE CASINO. 92-7 RESPONDED AND SPOKE TO THE SUBJECT.

# WASHINGTON COUNTY SHERIFF'S OFFICE Town Report

Filter: datestart-20200901:dateend-20200930:Zone-CRIV

UNDER INVESTIGATION.

INFORMATION FORWARDED TO DCI WHO WILL HANDLE THE INCIDENT.

09/04/2020 13:24:08 2008335 WELFARE CHECK CRIV

Agency: Washington County Sheriff's Office

Address: 111 N KNUISEL ST

CityStateZip: RIVERSIDE, IA 52327

details:

[09/04/2020 13:55:10]

Linked to CFS#: 2008323

[09/04/2020 13:32:32]

CALLER REQUEST A WELFARE CHECK ON HIS SON. 92-15 RESPONDED AND WAS UNABLE TO LOCATE.

09/12/2020 19:31:32 2008629 ALL OTHER CRIV

OFFENSES

Agency: Washington County Sheriff's Office

Address: 213 SCHNOEBELEN ST

CityStateZip: RIVERSIDE, IA 52327

details:

[09/12/2020 20:27:34]

[09/12/2020 19:36:09]

CALLER REPORTS NEIGHBOR IS PULLING OUT STEEL MARKER POSTS PLACED IN HIS YARD. 92-7 RESPONDED AND SPOKE WITH THE CALLER. DOCUMENTATION.

09/19/2020 15:13:51 2008982 TRESPASS CRIV

Agency: Washington County Sheriff's Office

Address: 281 N WASHBURN ST

CityStateZip: RIVERSIDE, IA 52327

details:

[09/19/2020 15:17:58]

CALLER REPORTS A NEIGHBOR IS CUTTING ACROSS HIS YARD, REQUESTS TO SPEAK WITH A DEPUTY ABOUT IT. 92-11 SPOKE WITH BOTH PARTIES AND OPTIONS WERE GIVEN,

09/18/2020 05:43:58 2008886 FRAUD CRIV

Agency: Washington County Sheriff's Office

Address: 1178 ENTERPRISE DR



# WASHINGTON COUNTY SHERIFF'S OFFICE Town Report

Filter: datestart-20200901:dateend-20200930:Zone-CRIV

City/State/Zip: RIVERSIDE, IA 52327

details:

[09/18/2020 05:45:17]  
CALLER REPORTS SOMEONE USED 2 FAKE \$5 DOLLAR BILLS AT THE STORE. 92-9 RESPONDED. REPORT TO BE FILED.  
09/23/2020 03:12:19 2009142 PUBLIC INTOX CRIV

Agency: Washington County Sheriff's Office

Address: 3184 HWY 22

City/State/Zip: RIVERSIDE, IA 52327

details:

[09/23/2020 03:14:04]  
CASINO REPORTS INTOXICATED GUEST WILL NOT STAY IN THEIR HOTEL ROOM. 92-9 AND 92-20 RESPONDED AND SPOKE TO ALL SUBJECTS INVOLVED. EVERYONE WILL STAY IN THE ROOM FOR THE REMAINDER OF THE NIGHT.

92-8 AND 92-9 BOTH RESPONDED AGAIN LATER.  
92-9 ARRESTED NAM/THOMAS, RILEY JAMES AGE/21 ADR/1120 RUSTIC VIEW CT ELDRIDGE IOWA OFFENSE/PUBLIC INTOXICATION 1ST OFFENSE.

09/28/2020 23:28:33 2009377 DRUG/NARCOTICS CRIV

VIOLATION

Agency: Washington County Sheriff's Office

Address: 3190 HWY 22

City/State/Zip: RIVERSIDE, IA 52327

details:

[09/29/2020 06:00:10]  
Linked to CFS#: 2009374  
[09/28/2020 23:29:27]  
DEPUTY REPORTS A DRUG/NARCOTICS VIOLATION. 92-10 CITED INTO COURT NAM/SWEETING, BRENT ALLEN (42) OF RIVERSIDE FOR POSSESSION OF CONTROLLED SUBSTANCE 1ST OFFENSE.

09/27/2020 01:06:14 2009311 WARRANT ARREST CRIV

Agency: Washington County Sheriff's Office

Address: 3184 HWY 22

City/State/Zip: RIVERSIDE, IA 52327

details:

[09/27/2020 02:26:44]  
Mileage report: Unit 92-10 traveled to destination: JAIL  
Date/time: 9/27/2020 1:56:22 AM to 9/27/2020 2:20:44 AM

# WASHINGTON COUNTY SHERIFF'S OFFICE Town Report

Filter: datestart-20200901: dateend-20200930: Zone-CRIV

Odometer Reading: 70913.6 to 70936.1

Mileage = 22.5

[09/27/2020 01:06:41]

OUT WITH A SUBJECT SLEEPING IN A VEHICLE AT THE CASINO PARKING LOT LIC/DGK386. 92-10 ARRESTED NAM/HOOVER, KENDRA SUE ANN (28) ADR/12408 JEWEL AVE, BLOOMFIELD, IA. OFFENSE/WARRANT OUT OF DAVIS COUNTY FOR VIOLATION OF PROBATION BOND \$10,000 CASH OR SURETY. SUBJECT TRANSPORTED TO WASHINGTON COUNTY JAIL TO AWAIT PICK UP. .

OWNER OF TRUCK CALLED IN AT 09:04 AND SAYS THAT HE WANTS TO REPORT HIS TRUCK STOLEN. 92-15 CALLED OWNER AND ADVISED IT WAS A CIVIL ISSUE.

09/26/2020 15:14:37 2009291 DRUG/NARCOTICS CRIV VIOLATION

Agency: Washington County Sheriff's Office

Address: 3184 HWY 22

City/State/Zip: RIVERSIDE, IA 52327

details:

[09/28/2020 14:27:29]

Linked to CFS#: 2009358

[09/26/2020 15:19:05]

CALLER REQUESTS A DEPUTY AFTER LOCATING POSSIBLE DRUG ITEMS. 92-3 AND 92-11 RESPONDED. CHARGES PENDING FOR POSSESSION OF CONTROLLED SUBSTANCE METHAMPHETAMINE 3RD OFFENSE AND POSSESSION OF DRUG PARAPHERNALIA.

09/27/2020 13:47:56 2009330 TRAFFIC ACCIDENT CRIV

Agency: Washington County Sheriff's Office

Address: 3030 HWY 22

City/State/Zip: RIVERSIDE, IA 52327

details:

[09/27/2020 13:51:39]

CALLER REPORTS A TRAFFIC ACCIDENT INVOLVING MULTIPLE VEHICLES. AD55, AD57, RQRS, RIFD, 92-3, 92-11 AND EARLS TOWING RESPONDED. AD57 TRANSPORTED ONE SUBJECT TO THE UNIVERSITY OF IOWA HOSPITALS ARRIVING AT 1428. EARLS TOWED LIC/IXN782 AND DRC657.

LIC/IXN782 OPERATED BY A JUVENILE VS LIC/2260738B OPR/SMITH, JERRY OF ILLINOIS VS LIC/DRC657 OPR/DOWNER, JOHN HENRY OF RIVERSIDE. STATE ACCIDENT REPORT TO BE FILED. MULTIPLE CITATIONS PENDING FOR THE JUVENILE OPERATOR.

09/21/2020 22:55:00 2009088 CURFEW/LOITERING/ CRIV VAGRANCY

Agency: Washington County Sheriff's Office

Address: HALL PARK

City/State/Zip:

# WASHINGTON COUNTY SHERIFF'S OFFICE

## Town Report

Filter: datestart-20200901:dateend-20200930:Zone-CRIV

details:

[09/21/2020 23:01:46]  
DEPUTY REPORTS BEING OUT WITH A SUBJECT AT HALL PARK IN RIVERSIDE. 92-9 SPOKE TO THE SUBJECT AND MADE HIM AWARE OF THE PARK HOURS. DOCUMENTATION.

09/29/2020 02:33:40 2009381 PUBLIC SERVICE/CONTACTS CRIV

Agency: Washington County Sheriff's Office

Address: 3184 HWY 22

City/State/Zip: RIVERSIDE, IA 52327

details:

[09/29/2020 02:34:21]  
REPORTS BEING AT THE EAST CASINO ENTRANCE WITH A MALE SUBJECT // SUBJECT WAITING ON A RIDE.

09/13/2020 06:34:11 2008666 PUBLIC SERVICE/CONTACTS CRIV

Agency: Washington County Sheriff's Office

Address: 3184 HWY 22

City/State/Zip: RIVERSIDE, IA 52327

details:

[09/13/2020 06:34:54]  
REPORTS BEING FLAGGED DOWN BY A SUBJECT AT THE CASINO WHO RAN OUT OF FUEL.

09/19/2020 16:52:27 2008985 92-8 ASSISTED THE DRIVER. ANIMAL COMPLAINT CRIV

Agency: Washington County Sheriff's Office

Address: 3021 HWY 22

City/State/Zip: RIVERSIDE, IA 52327

details:

[09/19/2020 16:53:22]  
92-7 REPORTS THAT TRACY PHELPS WAS CITED FOR DOG AT LARGE PER RIVERSIDE CITY ORDINANCE. CITATION ISSUED.

09/17/2020 23:36:05 2008878 DRUG/NARCOTICS VIOLATION CRIV

Agency: Washington County Sheriff's Office

Address: 21 W 1ST ST

City/State/Zip: RIVERSIDE, IA 52327

# WASHINGTON COUNTY SHERIFF'S OFFICE

## Town Report

Filter: datestart-20200901:dateend-20200930:Zone-CRIV

details:

[09/17/2020 23:37:42]

DEPUTY REPORTS A DRUG/NARCOTICS VIOLATION IN THE CITY OF RIVERSIDE. 92-10 & PO155 RESPONDED. CHARGES PENDING DCI LAB RESULTS NAM/STUCKER, CONNY ANN (36) 21 W 1ST ST, RIVERSIDE FOR POSSESSION OF DRUG PARAPHERNALIA AND POSSESSION OF CONTROLLED SUBSTANCE. METHAMPHETAMINE AND MARIJUANA & NAM/HULTINE, JOSHUA CHARLES (29) ADR/21 W 1ST ST, RIVERSIDE FOR POSSESSION OF DRUG PARAPHERNALIA AND POSSESSION OF CONTROLLED SUBSTANCE METHAMPHETAMINE.

09/18/2020 00:03:57 2008880 ALL OTHER CRIV OFFENSES

Agency: Washington County Sheriff's Office

Address: 3184 HWY 22

CityStateZip: RIVERSIDE, IA 52327

details:

[09/18/2020 00:07:13]

CALLER REQUESTS TO SPEAK WITH A DEPUTY, HER BOYFRIEND AND A FRIEND LEFT WITH HER CAR. 92-9 & 92-10 RESPONDED. CHARGES PENDING DCI LAB RESULTS ON NAM/WOODS, CHRISTIE JANINE (50) ADR/506 E PARK AVE APT 10 KEOTA FOR POSSESSION OF CONTROLLED SUBSTANCE MARIJUANA. SUBJECT HAS A RIDE ENROUTE TO PICK HER UP.

09/12/2020 01:39:22 2008601 WARRANT ARREST CRIV

Agency: Washington County Sheriff's Office

Address: 3184 HWY 22

CityStateZip: RIVERSIDE, IA 52327

details:

[09/12/2020 01:39:57]

92-7 REPORTS BEING OUT WITH A SUBJECT WANTED ON A WASHINGTON COUNTY WARRANT. ARREST: LOWE, ADAM DEAN (19) ADR/1193 SMOKETREE AVE., BRIGHTON, IA OFFENSE: POSSESSION OF CONTROLLED SUBSTANCE 2ND OFFENSE AND POSSESSION OF DRUG PARAPHERNALIA BOND: \$2,300.00 CASH ONLY OCA/2001869 SUBJECT ALSO ARRESTED FOR DRIVING UNDER REVOCATION.

09/21/2020 07:13:34 2009050 ANIMAL COMPLAINT CRIV

Agency: Washington County Sheriff's Office

Address: WALNUT AVE & HWY 22

CityStateZip: RIVERSIDE, IA 52327

details:

[09/21/2020 07:15:10]

REPORTS A TURKEY FELL OFF A TRUCK AND IS INJURED. REQUEST A DEPUTY MAKE IT FINAL.

92-8 RESPONDED AND MADE THE TURKEY FINAL.

# WASHINGTON COUNTY SHERIFF'S OFFICE Town Report

Filter: datestart-20200901:dateend-20200930:Zone-CRIV

09/29/2020 12:19:15 2009401 ALL OTHER THEFT CRIV

Agency: Washington County Sheriff's Office

Address: 3184 HWY 22

City/State/Zip: RIVERSIDE, IA 52327

details:

[09/29/2020 12:22:41]  
CALLER REPORTED STAYING AT THE RIVERSIDE CASINO HOTEL THIS WEEKEND IN ROOM 410 & HER BLACK MAKE UP BAG WAS LEFT BEHIND WITH MEDICATION INSIDE.

92-19 SPOKE WITH THE CALLER. DOCUMENTATION.

09/01/2020 23:13:03 2008242 TRAFFIC STOP CRIV  
SERIOUS

Agency: Washington County Sheriff's Office

Address: WALNUT AVE & HWY 22

City/State/Zip: RIVERSIDE, IA 52327

details:

[09/01/2020 23:13:29]  
DEPUTY REPORTS A VEHICLE STOP WITH A WHITE MOUNTAINEER NO PLATES. CITED INTO COURT NAM/NAUGHTON,JACQUELINE MARIE (37) ADR/650 SCOTT PARK DR, IOWA CITY FOR DRIVING UNDER SUSPENSION.

09/11/2020 22:25:10 2008591 INTOXICATED DRIVER CRIV

Agency: Washington County Sheriff's Office

Address: 1178 ENTERPRISE DR

City/State/Zip: RIVERSIDE, IA 52327

details:

[09/11/2020 22:25:29]  
92-9 REPORTS A VEHICLE STOP WITH LIC/HEK397 AT RIVERSIDE KUM & GO. ARREST: KOCH,XAVIER JAHARI (23) ADR: 38 WESTSIDE DR., IOWA CITY,IA OFFENSE: OWI 1ST

09/14/2020 15:24:05 2008723 TRAFFIC ACCIDENT CRIV

Agency: Washington County Sheriff's Office

Address: 220 SCHNOEBELEN ST

City/State/Zip: RIVERSIDE, IA 52327

details:

[09/14/2020 15:26:55]

# WASHINGTON COUNTY SHERIFF'S OFFICE

## Town Report

Filter: datestart-20200901:dateend-20200930:Zone-CRIV

MALE SUBJECT DROVE UP ONTO THE SIDEWALK IN FRONT OF THE ELEMENTARY SCHOOL LIC/IDH180

92-14 RESPONDED & ARRESTED: NAM/HAHN, BRIAN JON (49) ADR/807 BASSWOOD LN, IOWA CITY OFFENSE/OWI 1ST OFFENSE & CHILI ENDANGERMENT. VEHICLE LEFT AT THE SCHOOL.

09/17/2020 17:53:09 2008860 DISORDERLY CONDUCT CRIV

**Agency:** Washington County Sheriff's Office

**Address:** 3184 HWY 22

**City/State/Zip:** RIVERSIDE, IA 52327

**details:**

[09/17/2020 17:56:58]

CALLER REPORTS A DOMESTIC SITUATION WITH LIC/IYJ667 IN THE CASINO PARKING LOT. 92-11, 92-14, ISP 368 AND JOHNSON COUNTY DEPUTY 52-36 RESPONDED. 92-11 ARRESTED NAM/JACKSON, RAYMOND LLOYD AGE/41 ADR/605 N MAIN ST DAVENPORT, IA OFFENSE/POSSESSION OF A CONTROLLED SUBSTANCE 3RD OR SUBSEQUENT NON-MARIJUANA, POSSESSION OF DRUG PARAPHERNALIA, POSSESSION OF CONTRABAND IN A CORRECTIONAL FACILITY AND DOMESTIC ABUSE ASSAULT 1ST OFFENSE. CONTACT WAS MADE WITH THEIR FEDERAL PROBATION OFFICER.